

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

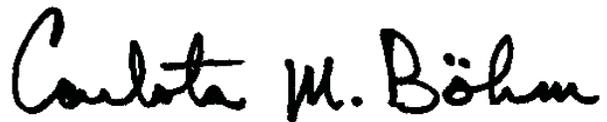
In re:)
)
ADOPTION OF SMALL BUSINESS) **Misc. Proc. #20-221**
DEBTOR’S CHAPTER 11 PLAN)
OF REORGANIZATION)
[OR LIQUIDATION] FOR)
SUBCHAPTER V SMALL BUSINESS)
CASES)

STANDING ORDER

On December 27, 2019, the Bankruptcy Court for the Western District of Pennsylvania (the “Court”) issued Standing Order No. 19-217 adopting the Small Business Reorganization Act of 2019 (the “SBRA”) interim bankruptcy rules effective February 19, 2020. To further facilitate the implementation of the SBRA, the Bar and public are advised that the Court is now adopting a local plan form to be used in all SBRA cases:

AND NOW THEREFORE, this ***30th*** day of ***November 2020***, it is hereby ***ORDERED*** that:

1. For all current and future SBRA cases, the Court shall require the use of the Small Business Debtor’s Plan of Reorganization [or Liquidation] for Subchapter V Small Business Cases form (the “SBRA Plan Form”). A true and correct copy of the SBRA Plan Form is attached hereto as Attachment “A.” The SBRA Plan Form will also be available in Microsoft Word and Portable Document Format (PDF) on the Court’s website.
2. The SBRA Plan Form is immediately effective and its use is mandatory in all SBRA cases.
3. The SBRA Plan Form shall be used without modification and any Debtor seeking to modify the SBRA Plan Form must first seek Court approval.
4. All other Local Rules and Forms shall remain in effect until further order of Court.



CARLOTA M BÖHM, CHIEF JUDGE
UNITED STATES BANKRUPTCY COURT

ATTACHMENT A

<i>Italicized Text</i>	Instruction – Delete from filing version
Red Text	Information needed
[Text in Brackets]	Choose the alternative that applies

UNITED STATES BANKRUPTCY COURT
WESTERN DISTRICT OF PENNSYLVANIA

IN RE:

_____, : Case No. ____-____-____
Debtor(s). : Chapter 11 (Subchapter V Small Business)
:
:
:

SMALL BUSINESS DEBTOR'S CHAPTER 11 PLAN OF REORGANIZATION [OR LIQUIDATION] DATED AS OF _____

This Plan of Reorganization [or Liquidation] dated as of **INSERT DATE** (the “Plan”) is presented to you to inform you of the proposed Plan for restructuring the debt [or liquidating the assets] of [Debtor], and to seek your vote to accept the Plan.

You are encouraged to carefully review the Plan in full, including all exhibits, schedules and attachments, before deciding how to vote on the Plan. A list of definitions appears at the end of this document to assist you in your review.

IN ADDITION TO CASTING YOUR VOTE TO ACCEPT OR REJECT THE PLAN, YOU MAY OBJECT TO CONFIRMATION OF THE PLAN. IF YOU WISH TO OBJECT TO CONFIRMATION OF THE PLAN, YOU MUST DO SO BY **INSERT OBJECTION DATE/TIME.**

YOUR BALLOT STATING HOW YOU ARE VOTING ON THE PLAN MUST BE RETURNED BY **INSERT DEADLINE. THE BALLOT MUST BE MAILED TO THE FOLLOWING ADDRESS: **INSERT DEBTOR'S COUNSEL'S ADDRESS**.**

A HEARING ON THE CONFIRMATION OF THE PLAN IS SCHEDULED FOR **INSERT HEARING DATE/ TIME BEFORE JUDGE **INSERT NAME** IN COURTROOM [____], **[INSERT LOCATION OF COURT/HEARING LOCATION.]****

YOUR RIGHTS MAY BE AFFECTED BY THIS PLAN. YOU SHOULD CONSIDER DISCUSSING THIS DOCUMENT WITH AN ATTORNEY.

[DATE]

[COUNSEL FOR DEBTOR]

[CONTACT INFORMATION FOR COUNSEL FOR DEBTOR]

SUMMARY OF THE PLAN AND DISTRIBUTIONS TO CREDITORS

This concise summary of the Plan, consistent with *Local Rule 3016-2*, describes with particularity the treatment of each class of Creditors and the source of funding for the Plan.

The Plan proposes to pay the Debtor’s creditors from, for example, cash flow from operations, sale of assets, infusion of capital, loan proceeds:

The Plan provides for the following classes of claims and interests for priority claims, secured claims, general unsecured claims, and equity interests:

Class #	Class Description	Impaired or Unimpaired	Plan Section

The Plan proposes to pay administrative and priority claims in full unless otherwise agreed. The Debtor estimates approximately [INSERT %] will be paid on account of general unsecured claims pursuant to the Plan.

The specific treatment of the classes of claims and interest are set forth in Article 2 of the Plan.

Only holders of Allowed Claims in a class identified as impaired may vote on whether to accept or reject the Plan. A class accepts the Plan when more than one-half (1/2) in number and at least two-thirds (2/3) in dollar amount of the Allowed Claims that actually vote, vote in favor of the Plan. Also, a class of Equity Interest holders accepts the Plan when at least two-thirds (2/3) in amount of the allowed Equity Interest holders that actually vote, vote in favor of the Plan. A class that is not impaired is deemed to accept the Plan.

ARTICLE 1
DISCLOSURES REGARDING THE DEBTOR(S) AND THE BANKRUPTCY CASE

1.1 Describe Nature of the Debtor’s Business

1.2. Describe History of Debtor’s Business Operations

1.3. Describe Prepetition Legal Structure and Ownership

1.4. Describe All Debtor’s Assets

Asset	Reorganization Value	Liquidation Value	Liens Encumbering the Asset	Value of Any Claimed Exemption ¹	Value of the Estate’s Interest in the Asset ²
	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
				TOTAL for Estate’s Interest in Assets:	

1.5 Identify any assumptions made concerning the Asset’s value particularly to the extent the value of the asset is different from what was scheduled as of the Petition Date

1.6. Identify Debtor’s Liabilities

The table below discloses the Debtor’s liabilities by aggregating the total amount of claims in each class under the Plan. For a breakdown of specific claim amounts *see* Article 2, Sections 2.1 and 2.2.

¹ State “N/A” if not applicable

² Calculated by subtracting from the Liquidation Value the amount of liens encumbering the asset and the value of any claimed exemption. *See* Definition of Value of Estate’s Interest in Article 7.

Class #	Description of Liability by Class³	Total Amount of Claims in the Class	Disputed (D) Unliquidated (U) Contingent (C)
		\$	
		\$	
		\$	
		\$	
		\$	
TOTAL:		\$	

1.7. Current and Historical Financial Conditions

The Debtor’s relevant financial data, including the Debtor’s current and 12-month historical financial performance, is summarized, below. Consistent with current practice and so there is no ambiguity as to duration of the historical performance, a 12-month history should be included.

Information concerning the Debtor’s postpetition financial performance is found in the monthly operating reports filed of public record by the Debtor with the Bankruptcy Court.

The Debtor’s financial projections providing information on the Debtor’s ability to fund its obligations under this Plan are found in Article 3 and Schedules 3.1 and 3.2 of this Plan.

1.8. Events Leading to the Filing of the Bankruptcy Case

On the Petition Date, the Debtor filed a voluntary petition for relief under the Bankruptcy Code. The Chapter 11 case is pending in the US Bankruptcy Court for the Western District of Pennsylvania.

Describe how the Debtor has cured the problems that lead to the filing for its successful rehabilitation.

1.9. Significant Events During the Bankruptcy Case, which may Include:

- 1.9.1** Any asset sales outside the ordinary course of business, debtor-in- possession financing, or cash collateral orders:
- 1.9.2** The identity of professionals approved by the Bankruptcy Court:
- 1.9.3** Any adversary proceedings that have been filed or other significant litigation that has occurred (including contested claim disallowance proceedings), and any other significant legal or administrative proceedings that are pending or have been pending during the case in a forum other than the Bankruptcy Court:
- 1.9.4** Any steps taken to improve operations and profitability of the Debtor:
- 1.9.5** Other events as appropriate:

³ Describe the liability by reference to its classification (e.g. Administrative Claim, Priority Tax Claim, Secured Claim (All Assets), Secured Claim (Specific Asset(s)), Priority Unsecured Claim, General Unsecured Claim).

1.10. Projected Avoidance Actions

Choose option:

The Debtor does not intend to pursue preference, fraudulent conveyance, or other Avoidance Actions.

OR

The Debtor [has / has not yet] completed its investigation regarding transactions that may be subject to avoidance. For example, if you received a payment or other transfer of property within 90 days of bankruptcy (or if you are an Insider, within 365 days of bankruptcy), the Debtor may seek to avoid such transfer.

[Delete if not applicable] As of the filing date of the Plan, the Debtor has identified the following preference, fraudulent conveyance and other Avoidance Actions filed or expected to be filed in this case:

Transaction Date	Description	Defendant(s)	Amount Claimed

The Debtor estimates approximately [\$_____] will be recovered from the Avoidance Actions. The results of litigation, however, cannot be predicted with certainty and it is possible that other causes of action may be identified. The Debtor reserves the right to supplement or modify this section upon completion of its investigation. All Chapter 5 Avoidance Actions are required to be filed on or before forty-five (45) days following entry of the Post-Confirmation Order unless otherwise modified or extended by Court Order.

1.11. Describe Other Potential Litigation

ARTICLE 2

THE PLAN

2.1 Treatment of Unclassified Claims

2.1.1 Administrative Claims

Each Allowed Administrative Claim shall be paid as follows: (a) in full on the Effective Date, or (b) in such amounts and on such other terms as may be agreed on between the holder of such Allowed Administrative Claim and the Debtor, or (c) as ordered by the Court.

The following chart lists the Debtor’s estimated Administrative Claims, 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		Payment through the Plan as follows:
Administrative Tax Claims		Payment through the Plan as follows:
The value of goods received in the ordinary course of business within 20 days before the Petition Date		Payment through the Plan as follows:
Professional fees, as approved by the Bankruptcy Court		After Bankruptcy Court approval, Payment through the Plan as follows:
Clerk's Office fees		Paid in full on the Effective Date.

Other Administrative Expenses		Payment through the Plan as follows:
Trustee		Upon application under §330 and after Bankruptcy Court approval, payment through the Plan as follows:
TOTAL		

2.1.2 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 exceeding 5 years from the Petition Date.

Each holder of a Priority Tax Claim will be paid as set forth in the chart below:

Taxing Authority	Tax Type	Claim Amount	Plan Treatment
			<i>Insert proposed treatment, addressing the amount of the periodic payment, when payments begin and end, and the applicable interest rate attaching to such payments</i>

2.2 Classification and Treatment of Claims and Equity Interests

2.2.1 Secured Claims

Allowed Secured Claims are Claims secured by property of the Debtor’s bankruptcy estate (or that are subject to setoff) to the extent allowed as secured Claims under §506 of the Code. If the value of the collateral or setoffs securing the Creditor’s Claim is less than the amount of the Creditor’s Allowed Claim, the deficiency will be classified as a general unsecured Claim. In addition, certain claims secured only by the debtor's principal residence, may require different treatment pursuant to §1190(3) of the Code as set forth below, if applicable.

The following table lists the classes of the Debtor’s Secured Claims and their proposed treatment under the Plan:

Class #	Description	Disputed? (Y/N)	Impaired / Unimpaired	Treatment
	Creditor Name: _____ Collateral description: _____ Allowed Secured Amt.: \$ _____ Priority of lien:		<i>[State whether impaired or unimpaired]</i>	<i>[Insert proposed treatment, addressing for example, when payments begin and end; whether there’s a balloon payment; whether interest is required and at what rate; whether the claim is being treated under §1190 (3); and whether any alleged deficiency will be treated as a general unsecured claim.]</i>

2.2.2 Priority Unsecured Claims

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

The following table lists the classes of Debtor’s Priority Unsecured Claims and their proposed treatment under the Plan:

Class #	Description of Claim	Impaired/ Unimpaired	Treatment
	§507(a)(1) Claims		
	Total Amount: \$ _____		
	§507(a)(4) Claims		

	Total Amount: \$_____		
	§507(a)(5) Claims		
	Total Amount: \$_____		
	§507(a)(6) Claims		
	Total Amount: \$_____		
	§507(a)(7) Claims		
	Total Amount: \$_____		

2.2.3 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.

Insert description of §1122(b) convenience class if applicable:

The following table lists the classes of the Debtor’s General unsecured Claims and their proposed treatment under the Plan:

Class #	Description	Impaired / Unimpaired	Treatment

2.2.4 Equity Interest Holders

The following table lists the classes of Equity Interests and their proposed treatment under the Plan:

Class #	Description	Impaired / Unimpaired	Treatment

2.3 Claims Objections

The Debtor may object to the amount or validity of any claim within forty-five (45) days following entry of the Post-Confirmation Order (unless otherwise modified or extended by Court Order) by filing an objection with the Bankruptcy Court and serving a copy of the objection on the holder of the Claim. The Claim objected to will be treated as a Disputed Claim under the Plan. No payment will be made to a holder of a Disputed Claim unless and until it becomes an Allowed Claim. To the extent the Disputed

Claim becomes an Allowed Claim, the Debtor will pay the Allowed Claim in accordance with the Plan.

2.4 Treatment of Executory Contracts and Unexpired Leases

Executory Contracts are contracts where significant performance of the contract remains for both the Debtor and another party to the contract. The defined term “Executory Contract” as used in this Plan includes unexpired leases.

The Executory Contracts to be assumed by the Debtor and performed by the Debtor after confirmation are set forth on **Schedule 2.4(a)** attached hereto. Schedule 2.4(a) provides the name of the counterparty to the Executory Contract, a brief description of the contract, and the proposed cure amount.

The Executory Contracts to be assumed by the Debtor and assigned to a third party are set forth on **Schedule 2.4(b)** attached hereto. Schedule 2.4(b) provides the name of the counterparty to the Executory Contract, a brief description of the contract, the name of the proposed assignee and the proposed cure amount.

If the proposed assignee is an Insider describe the relationship here:

Unless a Bankruptcy Court Order states otherwise, objections to the assumption of an Executory Contract, the proposed cure amount, or the adequacy of assurance of future performance, must be filed and served on or before the deadline for filing Plan objections.

All Executory Contracts not listed on Schedule 2.4(a) or 2.4(b) shall be deemed rejected upon entry of the Confirmation Order and the Debtor will no longer continue to perform its obligations under the Executory Contract. For the convenience of creditors, the Debtor has prepared the attached **Schedule 2.4(c)** listing Executory Contracts to be rejected upon entry of the Confirmation Order. For the avoidance of doubt, however, any Executory Contract not listed on either Schedule 2.4(a) or 2.4(b) will be conclusively deemed rejected even if not expressly shown on Schedule 2.4(c).

The deadline for filing a proof of claim arising from rejection of an Executory Contract shall be [30] days following entry earlier of: (a) the Confirmation Order; or (b) any Order of Court specifically providing for the rejection of the applicable Executory Contract. Any Claim based on the rejection of an Executory Contract that is not timely filed shall be a Disputed Claim.

2.5 Means for Implementation of the Plan and Plan Funding

2.5.1 Describe how the Plan will be implemented, including how the Plan will be funded.

2.5.2 If the Plan proposes a sale of the Debtor’s assets, describe how the sale will proceed, including anticipated marketing efforts and proposed bidding procedures.

2.5.3 Describe any postpetition or exit financing the Debtor has or will obtain to fund the Plan

2.5.4 Describe Additional provisions, if any, for implementing the plan, including provisions necessary to comply with §1191(c)(3)(B).

2.6 Payments

The Debtor shall make Plan payments unless the Plan is confirmed under §1191(a), whereupon payments to Creditors provided for in the Plan will be made by the Trustee pursuant to §1194(a), (to the extent of any payments and funds received by the Trustee prior to confirmation). [Once the Trustee’s service is terminated under §1183(c), the Debtor shall make Plan payments except as otherwise provided in the Plan or in the order confirming the Plan.

If the Plan is confirmed under §1191(b), except as otherwise provided in the Plan or in the order confirming the Plan, the Trustee shall make all Plan payments to creditors under the Plan.

Payments made pursuant to the Plan that are unclaimed after six (6) months shall be treated as unclaimed funds and shall include checks and funds represented by the checks which have been returned as undeliverable without a proper forwarding address. Provided that the Plan distribution was sent to the claimant’s last known address on the claims register, unclaimed funds shall constitute an abandonment of the claim and become the property of the Debtor or the entity acquiring the assets of the Debtor under the Plan (as applicable).

2.7 Termination of Trustee Services

If the Plan is confirmed under §1191(a), the service of the Trustee shall terminate when the Plan has been substantially consummated (within the meaning of, and except as otherwise provided in §1183(c)(1)). [If the payments contemplated by the Plan are made, the Debtor believes substantial consummation of the Plan will occur on describe date or event, e.g., first distribution to holders of General Unsecured Claims.] Not later than 14 days after substantial consummation, the Debtor will file and serve, in accordance with §1183(c)(2), a notice that the Plan is substantially consummated.

2.8 Post-Confirmation Management

[The Debtor’s management immediately prior to the Effective Date shall serve as the Debtor’s management on and after the Effective Date. Upon entry of the Confirmation Order, officers of the Debtor, and their compensation, shall be as follows:

Name	Position	Compensation

[OR, alternatively]

[The Debtor's management has duly appointed [INSERT NAME] to serve as the officer(s) with full authority to finalize the liquidation of the Debtor's assets and to give effect to the terms of the Plan].

2.9 Tax Consequences of the Plan

The Debtor makes no representation regarding the tax consequences of the Plan to any Creditor or Equity Interest Holder. 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.

ARTICLE 3

FEASIBILITY OF PLAN

3.1 Ability to Initially Fund Plan

The Debtor's financial projections demonstrate sufficient cash on hand to satisfy obligations due on the Effective Date of the Plan, including payment of the Allowed Administrative Claims, U.S. Trustee Fees, and cure amounts, in accordance with the Bankruptcy Code or as otherwise agreed. *See* Schedule 3.1 attached hereto.

3.2 Ability to Make Future Plan Payments And Operate Without Further Reorganization

Pursuant to §1190(2) of the Bankruptcy Code, the Debtor shall submit all or such portion of future income as is necessary for the confirmation of the Plan and to satisfy the Debtor's obligations under Article 2 of the Plan.

Attached hereto as **Schedule 3.2**, are the Debtor's financial projections demonstrating the Debtor's ability to make all future Plan payments in the aggregate amount of **\$[AMOUNT]** during the Plan term (the "Plan Funding"). *[If the Plan is being confirmed pursuant to the cram down provisions of §1191(b), then add the following sentence: Plan Funding is in an amount equal to the Debtor's disposable income as defined in §1191(d) of the Bankruptcy Code.]*

Summarize the numerical projections, and highlight/explain why any assumptions not in accord with past experience should now be made:

The final Plan payment is expected to be paid on [INSERT DATE].

**You Should Consult with Your Accountant or other Financial Advisor
If You Have Any Questions Pertaining to the Debtor's Financial Projections.**

ARTICLE 4

LIQUIDATION ANALYSIS

4.1 Comparison of Plan with Chapter 7 Liquidation

In order to confirm the Plan, the Bankruptcy Court must find that holders of Allowed Claims and Equity Interests who do not accept the Plan will receive at least as much under the Plan as such holders would receive in a Chapter 7 liquidation of the Debtor’s assets (the “Liquidation Test”).

If the Debtor’s proposed Plan is not confirmed, the potential alternatives would include dismissal of the case or conversion of the case to Chapter 7. If this case is converted to Chapter 7, a Chapter 7 Trustee will be appointed to liquidate all the Debtor’s non-exempt assets. In this event, all Secured Claims (to the value of the collateral) all Priority Unsecured Claims and all Administrative Claims (both Chapter 7 and Chapter 11) must be paid in full before any distribution is made to holders of General Unsecured Claims.

4.2 Liquidation Analysis

Based upon the liquidation value of the Debtor’s assets in Plan Section 1.4 and the amount of claims set forth in Plan Section 1.5, the Debtor’s Plan [**passes / fails**] the Liquidation Test.

VALUE OF CHAPTER 7 ESTATE (NET OF SECURED CLAIMS AND EXEMPTIONS)

Value of Estate’s Interests in Assets	\$ _____ ⁴
Minus	
• Estimated Chapter 7 expenses (calc. at 8% of the Total Value All Assets):	-\$ _____
• Amount of Administrative Claims	-\$ _____
• Amount of Priority Tax Claims	-\$ _____
• Amount of Priority Unsecured Claims	-\$ _____
TOTAL Available For General Unsecured Claims in a Chapter 7 Liquidation	\$ _____

AMOUNT OF GENERAL UNSECURED CLAIMS IN A CHAPTER 7 LIQUIDATION
--

Class [# ____] General Unsecured Claims	
Amount	\$ _____
Plus	
• Undersecured portion of Secured Claims added to General Unsecured	

⁴ This number should be the same as the Total Value of the Estate’s Interest in Assets listed in Section 1.4 of the Plan

Claims due to Liquidation \$ _____

TOTAL Amount of General Unsecured Claims in a Chapter 7 liquidation \$ _____

Percentage Distribution to Holders of General Unsecured Claims in a Chapter 7 Liquidation _____ %⁵

[choose the option]

The Plan passes the Liquidation Test because the percentage distribution to holders of [*describe applicable class(es)*] (e.g. **General Unsecured Claims**) under the Plan is projected to be [INSERT %], whereas such Creditors are projected to receive [INSERT %] in a hypothetical chapter 7 liquidation.

Accordingly, under the hypothetical Chapter 7 liquidation, although [*describe classes*] will be paid in full, holders of Allowed [*describe classes*] will receive less favorable treatment than what is proposed under the Plan.

OR

Notwithstanding that the Plan fails the Liquidation Test, holders of Allowed Claims have nonetheless agreed to accept the Plan. [*Describe any applicable grounds for acceptance, if known (e.g. the risks that an actual liquidation under chapter 7 will yield less value than projected, the increased expenses of a chapter 7 trustee, and/or the ability to continue to do business with the reorganized Debtor after Confirmation)*]

⁵ Divide Total Amount of General Unsecured Claims in the hypothetical liquidation by the total amount available to pay General Unsecured Claims in a hypothetical liquidation

ARTICLE 5

DISCHARGE

5.1 *[Option 1 -- If § 1141(d)(3) is not applicable]*

Discharge. *[If the Plan is confirmed under § 1191(a)]* On the Confirmation Date of this Plan, the Debtor will be discharged from any debt that arose before confirmation of this Plan, subject to the occurrence of the Effective Date, to the extent specified in § 1141(d) of the Bankruptcy Code;

OR, alternatively:

[If the Plan is confirmed under § 1191(b)], As soon as practicable after completion by the Debtor of all payments due under the Plan, unless the Court approves a written waiver of discharge executed by the Debtor after the order for relief under this chapter, the court shall grant the Debtor a discharge of all debts provided in § 1141(d)(1)(A) of this title, and all other debts allowed under § 503 of this title and provided for in this Plan, except any debt—

(1) on which the last payment is due after the first 3 years of the plan, or such other time not to exceed 5 years fixed by the court; or

(2) if applicable, of the kind specified in § 523(a) of this title.

[Option 2– If §1141(d)(3) is applicable]

No Discharge. In accordance with § 1141(d)(3) of the Bankruptcy Code, the Debtor will not receive any discharge of debt in this bankruptcy case.

NOTE: If the Debtor is not entitled to discharge under 11 U.S.C. §1141(d)(3) change this heading to “NO DISCHARGE OF DEBTOR.”

ARTICLE 6

GENERAL PROVISIONS

6.1 **Title to Assets**

If the Plan is confirmed under § 1191(a), except as otherwise provided in the Plan or in the Confirmation Order, (i) confirmation of the Plan vests all of the property of the estate in the Debtor, and (ii) after Plan Confirmation, the property dealt with by the Plan is free and clear of all Claims and Equity Interests.

6.2 Binding Effect

If the Plan is confirmed, the provisions of the Plan will bind the Debtor and all Creditors, whether or not they accept the Plan. 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.

6.3 Severability

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

6.4 Retention of Jurisdiction by the Bankruptcy Court

The Bankruptcy Court shall retain jurisdiction of this case with regard to the following matters: (i) to make such orders as are necessary or appropriate to implement the provisions of this Plan and to resolve any disputes arising from implementation of the Plan; (ii) to rule on any modification of the Plan proposed under §1193; (iii) to hear and allow all applications for compensation to professionals and other Administrative Expenses; (iv) to resolve all issues regarding Claims objections, and issues arising from the assumption/rejection of executory contracts or unexpired leases; (v) to adjudicate any cause of action which may exist in favor of the Debtor, including preference and fraudulent transfer causes of action; and (vi) to direct the Debtor and any other necessary party to execute or deliver or to join in the execution or delivery of any instrument required to effect a transfer of property dealt with by the confirmed Plan, and to perform any other act, including the satisfaction of any lien, that is necessary for the consummation of the Plan.

6.5 Captions

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

6.6 Modification of Plan

The Debtor may modify the Plan at any time before confirmation of the Plan pursuant to §1193(a). However, the Bankruptcy Court may require additional items including re-voting on the Plan.

If the Plan is confirmed under §1191(a), the Debtor may also seek to modify the Plan at any time after Confirmation only if (1) the Plan has not been substantially consummated *and* (2) the Bankruptcy Court authorizes the proposed modifications after notice and a hearing.

If the Plan is confirmed under §1191(b), the Debtor may seek to modify the Plan at any time only if (1) it is within 3 years of the Confirmation Date, or such longer time not to exceed 5 years, as fixed by the court *and* (2) the Bankruptcy Court authorizes the proposed modifications after notice and a hearing.

6.7 **Final Decree**

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

ARTICLE 7

DEFINITIONS

The definitions and rules of construction set forth in §§101 and 102 of the Bankruptcy Code shall apply when terms defined or construed in the Bankruptcy Code are used in this Plan. Where applicable, the definitions that follow that are found in the Bankruptcy Code are for convenience of reference only, and are superseded by the definitions found in the Bankruptcy Code.

- 7.1 Administrative Claim:** Any cost or expense of administration of the Chapter 11 Case entitled to priority under §507(a)(2) of the Bankruptcy Code and allowed under §503(b) of the Bankruptcy Code.
- 7.2 Allowed:** With respect to a Claim or Equity Interest means any claim against or equity interest in the Debtor pursuant to §502 of the Bankruptcy Code to the extent that: (a) the Debtor schedules such Claim as an undisputed, non-contingent and liquidated Claim, or (b) a Proof of Claim was either timely filed or was filed late with leave of the Bankruptcy Court, and, as to which either (i) a party in interest, including the Debtor, does not timely file an objection, or (ii) is allowed by a Final Order.
- 7.3 Avoidance Actions:** All causes of actions, suits, choses in action, and claims of the Debtor and/or the Debtor's estate against any entity or person seeking to avoid a transfer of property, recovery of property and subordination or other actions or remedies that may be brought on behalf of the Debtor or the Debtor's estate under the Bankruptcy Code or applicable non-bankruptcy law, including actions or remedies under sections 510, 542, 543, 544, 545, 547, 548, 549, 550, 551, 552 and 553 of the Bankruptcy Code.
- 7.4 Bankruptcy Code:** The Bankruptcy Reform Act of 1978, as amended and codified as Title 11, United States Code.
- 7.5 Bankruptcy Court:** The United States Bankruptcy Court for the Western District of Pennsylvania.
- 7.6 Bankruptcy Rules:** The Federal Rules of Bankruptcy Procedure.

- 7.7 Cash:** Cash, cash equivalents and other readily marketable securities or instruments issued by a person other than the Debtor, including, without limitation, readily marketable direct obligations of the United States of America, certificates of deposit issued by banks and commercial paper of any entity, including interest accrued or earned thereon.
- 7.8 Chapter 11 Case:** This case under Chapter 11 of the Bankruptcy Code in which [DEBTOR] is the Debtor-in-Possession.
- 7.9 Claim:** Any claim as defined in §101(5) of the Bankruptcy Code.
- 7.10 Class:** A category of holders of claims or interests which are substantially similar to the other claims or interests in such class.
- 7.11 Confirmation:** The entry by the Bankruptcy Court of an order confirming this Plan.
- 7.12 Confirmation Date:** The Date upon which the Bankruptcy Court shall enter the Confirmation Order; provided however, that if on motion the Confirmation Order or consummation of the Plan is stayed pending appeal, then the Confirmation Date shall be the entry of the Final Order vacating such stay or the date on which such stay expires and is no longer in effect.
- 7.13 Confirmation Order:** An order of the Bankruptcy Court or any amendment thereto confirming the Plan in accordance with the provisions of Chapter 11 of the Bankruptcy Code.
- 7.14 Creditor:** Any person who has a Claim against the Debtor that arose on or before the Petition Date.
- 7.15 Debtor:** [DEBTOR], the debtor-in-possession in this Chapter 11 Case.
- 7.16 Disputed Claim:** Any claim against the Debtor pursuant to §502 of the Bankruptcy Code that the Debtor or any party in interest has in any way objected to, challenged or otherwise disputed.
- 7.17 Effective Date:** The date on which the Plan shall become effective.
- 7.18 Equity Interest:** An ownership interest in the Debtor.
- 7.19 Executory Contracts:** All unexpired leases and executory contracts as described in §365 of the Bankruptcy Code.
- 7.20 Final Order:** An order or judgment of the Bankruptcy Court that has not been reversed, stayed, modified or amended and as to which (a) any appeal that has been taken has been finally determined or dismissed, or (b) the time for appeal has expired and no notice of appeal has been filed.

- 7.21 General Unsecured Claim:** Any Claim in the Chapter 11 case which is not a Secured Claim, Priority Tax Claim, or Priority Unsecured Claim.
- 7.22 Insider:** The relationship between the Debtor and other persons defined at §101(31) of the Bankruptcy Code.
- 7.23 Petition Date:** [DATE], the date the Chapter 11 petition for relief was filed.
- 7.24 Plan:** This Plan, either in its present form or as it may be altered, amended, or modified from time to time.
- 7.25 Post-Confirmation Order:** The Post-Confirmation Order and Notice of Deadlines entered by the Bankruptcy Court following Plan Confirmation providing, among other things, the deadlines by which certain post-Confirmation actions must be taken.
- 7.26 Priority Unsecured Claim:** Any Claim entitled to priority in payment under §507(a)(1), (4), (5), (6), and (7) of the Bankruptcy Code.
- 7.27 Priority Tax Claim:** Any Claim entitled to priority in payment under §507(a)(8) of the Bankruptcy Code.
- 7.28 Schedules:** Schedules and Statement of Financial Affairs, as amended, filed by the Debtor with the Bankruptcy Court listing liabilities and assets.
- 7.29 Secured Claim:** A Claim that is secured by property of the Debtor's bankruptcy estate (or that are subject to setoff) to the extent allowed as secured claims under §506 of the Bankruptcy Code.
- 7.30 Trustee:** [NAME], the trustee appointed pursuant to 11 U.S.C. § 1183(a) and whose duties are prescribed under 11 U.S.C. 1183(b), the Plan, or the order confirming the Plan.
- 7.31 Value of the Estate's Interest in Assets:** As to any asset of the Debtor, the value of the estate's interest in an asset is calculated by subtracting from the Liquidation Value listed for the asset in Plan Section 1.4: (a) the amount of the Allowed Secured Claims having a security interest in the asset; and (b) the amount of any claimed exemption applicable to the asset. The Value of the Estate's Interest is calculated for purposes of the Liquidation Test in Article 4 of this Plan, only, and for no other purpose.

Respectfully submitted,

By: _____
[COUNSEL FOR DEBTOR]

ARTICLE 8

EXHIBITS, SCHEDULES AND CHARTS

The following checked documents either accompany the Plan or are included within the Plan

<input type="checkbox"/>	Debtor's Assets at Fair Market Value	Article 1, Section 1.4
<input type="checkbox"/>	Debtor's Liabilities, listed by Class	Article 1, Section 1.5; <i>see also</i> Article 2, Sections 2.1 and 2.2
<input type="checkbox"/>	Executory Contracts and Unexpired Leases to be Assumed	Schedule 2.4(a)
<input type="checkbox"/>	Executory Contracts and Unexpired Leases to be Assumed and Assigned	Schedule 2.4(b)
<input type="checkbox"/>	Executory Contracts and Unexpired Leases to be Rejected	Schedule 2.4(c)
<input type="checkbox"/>	Sources and Uses of Cash to Fund the Plan	Article 3.1 and Schedule 3.1
<input type="checkbox"/>	Financial forecast for the Debtor	Article 3.2 and Schedule 3.2
<input type="checkbox"/>	Liquidation Analysis	Article 4

SCHEDULE 2.4(a)

Executory Contracts and Unexpired Leases to be Assumed

Counterparty Name & Address	Contract or Lease Description	Termination Date	Cure Amount⁶

⁶ If the contract or lease is current and there is nothing outstanding then indicate the cure amount is \$0.00.

SCHEDULE 2.4(b)

Executory Contracts and Unexpired Leases to be Assumed and Assigned

Counterparty Name & Address	Contract or Lease Description	Termination Date	Cure Amount⁷	Proposed Assignee Name & Address

⁷ If the contract or lease is current and there is nothing outstanding then indicate the cure amount is \$0.00.

SCHEDULE 2.4(c)

Executory Contracts and Unexpired Leases to be Rejected

Counterparty Name & Address	Contract or Lease Description	Termination Date	Rejection Date

SCHEDULE 3.1

Sources and Uses of Cash to Fund the Plan

The sources and Uses of the Cash the Debtor will have on hand by the Effective Date are estimated as follows:

Current Bank Account Balance: \$ _____

Plus

Additional Cash Debtor anticipates will accumulate from net earnings between now and Effective Date⁸ \$ _____

Borrowing⁹ \$ _____

Capital Contributions \$ _____

Other (explain): \$ _____

Cash on hand on the Effective Date: \$ _____

Less

Administrative Claims paid on Effective Date \$ _____

Statutory costs and charges, including U.S. Trustee Fees \$ _____

Cure Amounts \$ _____

Other Payments Due on the Effective Date \$ _____

Balance after paying these amounts \$ _____

⁸ The basis for these projections is set forth in Article 3 of the Plan and Schedule 3.2.

⁹ Details concerning any Borrowings used to the fund the Plan are set forth in Article 2, Section 2.5.

SCHEDULE 3.2

Financial Projections

[attach financial projections]