

**UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF MINNESOTA**

In re:

Jointly Administered Ch. 11
Cases under Case No. 17-31670
(KHS)

Stinar HG, Inc., Case No. 17-31670

Oakridge Holdings, Inc. Case No. 17-31669

Debtors.

PLAN OF REORGANIZATION OF OAKRIDGE HOLDINGS, LLC

Dated April 16, 2018

Kenneth Corey-Edstrom (#148696)
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ARTICLE I INTRODUCTION

Oakridge Holdings, Inc., a Minnesota Corporation, (“Debtor” or “Oakridge”) hereby proposes the following plan of reorganization (hereinafter “the Plan”) pursuant to United States Bankruptcy Code, Title 11 of the United States Code.

ARTICLE II DEFINITIONS

For the purposes of this Plan, the following terms shall have the respective meanings hereinafter set forth. Any terms contained in this Plan that are not specifically defined shall have the meaning provided for in the Bankruptcy Code, unless the context otherwise requires.

“Confirmation Date” means the date of entry of an order confirming the Debtor’s Plan.

“Effective Date” means the Seventh business day following the filing date of the final order confirming this Plan.

“Interest” means the equity interest of any shareholder in the debtor.

“Net Liquidation Value” means the value of all assets of the Debtor when sold at an orderly liquidation. This figure allows the unsecured creditors to evaluate the estimated sum available to unsecured creditors after payment of secured and administrative claims.

“Plan” means this Chapter 11 plan of reorganization and any amendments, or modifications thereto.

“Pro Rata Share” means, as to a claimant, the amount determined by multiplying the total amount of debtor’s payment to a particular class by a fraction, the numerator of which is the amount of the claimant’s allowed claim and the denominator of which is the total amount of all allowed claims in that class.

property constituting a single property or project, other than residential real property with fewer than 4 residential units, which generates substantially all of the gross income of a debtor who is not a family farmer and on which no substantial business is being conducted by a debtor other than the business of operating the real property and activities incidental thereto.

ARTICLE III UNCLASSIFIED CLAIMS

A. Unclassified Claims.

Unclassified Claims include:

(a) All fees payable, including quarterly fees payable to the United States Trustee and any court fees, as required under 28 U.S.C. § 1930(a)(6). As of the date hereof, Debtor is current with such fees.

(b) Post-petition Claims, incurred in the ordinary course of Debtor’s business other than those listed in paragraph c and d below. Debtor is current with all such expenses as of the date hereof.

(c) Allowed Priority Expense Claims, except as otherwise classified herein, including:

- 1) Allowed administrative expense fees and expenses of counsel for the Debtor and Special for the Debtor pursuant to 11 U.S.C. § 503(b) as well as any other professionals hired by the Debtor and whose retention and fees have been or will be approved by the Court.
- 2) Administrative Claims of taxing authorities for post-petition taxes under 11 U.S.C. § 507(a)(2) and 503(b). Debtor is current on post-petition taxes.
- 3) Claims of taxing authorities for pre-petition taxes entitled to priority by reason of 11 U.S.C. § 507(a)(8). The Minnesota Department of Revenue has filed a claim for unpaid taxes in connection with the sale of the Company's former ownership of a cemetery in the state of Illinois. The claim is in the amount of \$227,434.57, all of which is a priority claim under 11 USC § 507(a)(8). Debtor disputes the claim of the State of Minnesota and will be filing an amended tax return restating the taxes owed as a result of the sale of the cemetery business and will also file an objection to the proof of claim filed by the state. As detailed below, any allowed priority claim owed to the State of Minnesota or any other revenue agency shall be paid in full under the terms of the bankruptcy code.

Treatment of Administrative Priority Claims: The foregoing Allowed Administrative (507(a)(2)) Claims will be satisfied by payment in full on the Effective Date, to the extent not otherwise paid in the ordinary course of business as the same become due or as agreed upon by a particular Claimant. Said payments will be funded by the Debtor's subsidiary, Stinar, HG, Inc. ("Stinar"). Stinar will also continue to pay all fees payable, including quarterly trustee fees, and any other court fees, that come due until the Chapter 11 case is closed, converted or dismissed, as required by 28 U.S.C. § 1930, but subject to any amendments to the Bankruptcy Code made retroactively applicable to this case. After confirmation, Oakridge

agrees to submit quarterly operating reports to the United States Trustee, in the format prescribed by the trustee until the case is closed, dismissed or converted.

Treatment of Non-Administrative Priority Claims: All Allowed Claims under § 507(a)(8) will, unless otherwise agreed, be paid in full, in regular monthly installments, over a period of no more than 60 months from the date of the filing of the Debtor's Bankruptcy Petition with interest as required by applicable state or federal law.

B. Assets of the Debtor

Stinar scheduled a claim of \$470,265 owing to Oakridge and the Debtor listed said debt as the only tangible asset of the Debtor. A review of the books and records of Oakridge shows that Oakridge eliminated the amounts due from Stinar in connection with filings with the Securities and Exchange Commission based on accounting principles that such inter-company debt should be treated as contribution to the capital of Stinar. Oakridge therefore believes that the intercompany account scheduled as amounts loaned to the company by Oakridge should be treated as a pre-petition addition to capital of Stinar.

Kruckeberg Industries LLC ("Kruckeberg") provided Debtor in Possession loan ("DIP Loan") to Stinar and also provided secured financing to Stinar prior to the Petition Date. The current DIP Financing Agreement expired on December 31, 2017.

Stinar is not in compliance with the terms of the extended DIP Financing agreement because per the stipulation the total amount of the DIP loan is now due. Total owing to Kruckeberg by Stinar for both pre-petition secured debt and post-Petition DIP funding is currently approximately \$436,000.00. Kruckeberg has the ability to immediately foreclose on all of the assets of Stinar, subject to the rights of Signature Bank and the Small Business Administration. Kruckeberg would call their DIP loan if the amounts allegedly due to Oakridge were not recast as a capital contribution.

Based on the treatment of the intercompany account between Stinar Corporation and Oakridge as a contribution to Stinar's capital, as of the Petition Date, Oakridge's only significant asset is the 100% ownership of its subsidiary, Stinar, HG, Inc. Stinar had, as of the date of filing, assets, valued at generally accepted accounting principles and after depreciation of \$2,340,303.67. The Debtor maintains a Net Operating Loss on its books of \$280,933.00. The Debtor has no bank accounts. Net Liquidation Value of all assets of Stinar and therefore of Oakridge is \$1,836,750 as of the date of filing as shown on Exhibit 2. If Stinar were liquidated, after payment of Stinar's secured debt there would be no money available to pay Stinar's unsecured creditors or its equity security holder (Oakridge).

ARTICLE IV
CLASSIFICATION AND TREATMENT OF CLAIMS AND INTERESTS

All Classified Claims against the Debtor are set forth below, along with the treatment to be afforded each Class.

B. Classified Claims and Interests.

1. Class I. Secured Claims

Pre-petition the following parties held secured debt against the Debtor as listed below:

Debtor's subsidiary, Stinar HG, Inc., has a Small Business Administration ("SBA") 504 Loan with a current balance of \$632,585. This loan has a twenty year term and is payable in monthly installments of \$ 5,107 including interest and SBA fees for an interest rate of 5.2%. The SBA portion of the 504 loan matures in March 2033. The note is secured by a second mortgage on the land and buildings at 3255 Sibley Memorial Highway, Eagan, Minnesota consisting of an office, shop and out lots totaling approximately 7.1 acres and an unconditional guarantee from both the Debtor and Robert Harvey as well as a second position lien on Stinar's equipment.

Treatment:

Per Stinar's Plan of Reorganization, Stinar will pay the principal balance on the Small Business Administration Loan existing at the Petition Date less any payments made from the Petition Date to the Effective Date as secured claims at the rate set forth in the loan documents beginning thirty days after the Effective Date. To the extent that Stinar has missed any payments during the course of the

bankruptcy, Stinar will extend the Loans by the number of months that the payments were missed payments shall remain the same conditions of any underlying loan documents shall remain in full force and effect.

The SBA shall retain a lien and security interest in the collateral, as described forth above, until the principal balances and all accruing interest are paid in full.

So long as the payments by Stinar under the terms of the Plan are current, all guarantees signed by any guarantor on any of the Loans will also be deemed current and not in default.

Alternatively, the Debtor may seek re-financing of the SBA debt at terms at least as favorable as the current debt structure.

2. Class II: Unsecured Claims

Class II A: Claim of Robert Harvey.

This class shall consist of the unsecured claims of Robert Harvey, the current President of the Debtor. The Debtor scheduled this claim at \$56,361.

Treatment: The loan from Harvey shall be treated as a pre-petition addition to capital of the company. Based on the cancellation of all equity interests in the company, Harvey shall be paid \$0.00 for this contribution.

Class II B: General Unsecured Claims.

This class shall consist of Allowed Unsecured Claims not entitled to priority and not treated in any other class in the Plan, including the unsecured portion of any secured claim. Total of all unsecured non-priority claims were scheduled at \$1,939,350.81 including the unsecured guarantees of Signature Bank and the SBA which will be paid in full under Stinar's Plan of Reorganization. Other unsecured, non-insider unsecured claims, either scheduled or per filed proofs of claim total \$156,668.62. This figure may include claims that Oakridge intends to dispute prior to making any payment under the terms of this plan of reorganization.

Treatment: Debtor will pay all Class II claimants a total of \$50,000 on their allowed claims (except to the extent that allowed claims are less than \$50,000, in which case all allowed claims will be paid as scheduled or filed through a proof of claim, whichever is greater, without interest). Such payments shall be in full satisfaction of each Allowed Unsecured Claim. Stinar will fund the unsecured claims of the Debtor. Oakridge will pay \$25,000 to all allowed Class IIB claims six months after the effective date. An additional \$25,000 payment will be made 12 months after the effective date. Oakridge estimates that it will take 12 months to pay any creditors in Class IID their full pro rata share of the amounts due under the plan. If Debtor cannot complete the \$50,000 payment to all Class IIB creditors in 12 months, semi-annual payments will continue until all claims are paid their pro rata proportion of the total payment of \$50,000 for this class (or less if the Allowed

Class IIB claims are less than \$50,000.00). If in the sole opinion of Management, it is possible to accelerate payments to the unsecured creditors in advance of this schedule, it shall do so. In no event shall Class IIB Creditors receive any amount greater than 100% of their pro rata share of the \$50,000 being provided by Stinar for such claims. Such payments shall be in full satisfaction of each Allowed Class IIB Claim.

Class III: Equity Interests.

Pursuant to 11 USC §§ 1141(d)(1)(B) all equity interest in Oakridge will be terminated post-confirmation, and, upon the confirmation of Stinar's plan of reorganization Kruckeberg will emerge as the 100% owner of Stinar.

Treatment:

In the proposed Stinar Plan of Reorganization Kruckeberg is willing (upon approval of the Oakridge's Plan of Reorganization, which contingency Kruckeberg is free to waive at any time) to convert all of its rights to payment of any amounts owed prior to the petition date and under the DIP loan into a 100 % ownership interest in Stinar. All current shares or other indications of ownership in Oakridge will be cancelled as set out in more detail below, and, assuming the plan of reorganization of Stinar is approved by the Bankruptcy Court, the ownership interest in Stinar will be vested 100% in Kruckeberg. Post-confirmation Oakridge will wind up its affairs and dissolve pursuant to the laws of the state of Minnesota. Oakridge

will, on or about the effective date, take steps to voluntarily withdraw its registration with the Securities and Exchange Commission.

Specifically, on the Effective Date, all common stock and any other certificate, notes, options, option plans, bonds, indentures, pass through trust agreement, pass through trust certificate, equipment trust certificate guarantee, or other instruments or documents directly or indirectly evidencing or creating any indebtedness or obligation of or ownership interest in Oakridge, (except such certificates, notes, other instruments or documents evidencing indebtedness or obligations of Oakridge that are Reinstated pursuant to the Plan), shall be cancelled solely as to Oakridge, and Oakridge shall not have any continuing obligations thereunder, and (ii) the obligations of, claims against, and/or Interests in Oakridge pursuant, relating, or pertaining to any agreements, indentures, certificates of designation, bylaws, or certificate or articles of incorporation or similar documents governing the common stock and any other certificates, notes, options, option plans, bonds, indentures, or other instruments or documents evidencing or creating any indebtedness or obligation of Oakridge, except such agreements or certificates, notes or other instruments evidencing indebtedness or obligations of Oakridge that are specifically reinstated pursuant to the Plan, as the case may be, shall be released and discharged; Oakridge shall not have any obligations to any servicer for holders of

common stock or other instruments evidencing ownership in the company for any fees, costs, or expenses except as expressly provided in the Plan.

On or about the Effective Date, Oakridge will take steps to voluntarily revoke its registration with the Securities and Exchange Commission, including filing SEC Form 15 if said form is applicable to the Debtor.

ARTICLE V
IMPAIRMENT OF CLASSES OF CLAIMS UNDER THE PLAN

All classes are impaired under the terms of the plan. That is, all classes will receive less than they would be entitled under state law for their claims. All classes of creditors will be solicited to approve the plan except the equity security holders who are deemed to reject the plan. Based on this presumed rejection, Oakridge believes that providing the equity security holders with notice of the plan and disclosure statement is of no utility since over the past twenty years there has been a decreasing interest in the affairs of Oakridge. Oakridge therefore will request that the Court allow it to not provide notice to any shareholder that holds less than 10% interest in the Debtor, or, alternatively, that all equity security holders be given limited notice of the plan and disclosure statement and direct them to the filings of the plan and disclosure statement with the Securities and Exchange Commission for more information on the contents of the plan and disclosure statement. The Debtor will comply with whatever the Court orders with regard to notice to equity security holders.

ARTICLE VI GENERAL PROVISIONS

A. Payments under this Plan will be made by check, mailed postage prepaid, to the Claimant at the address listed on its proof of claim or, if no proof of claim has been filed, to the address listed on the schedule.

B. Except as to the Claims of Taxing Authorities (including the IRS and the Minnesota Department of Revenue), Debtor reserves the right to designate the application of any payment on a Claim under this Plan.

C. In the event a payment is returned to the Debtor unclaimed, with no indication of Claimant's forwarding address, the Debtor will hold such payment for a period of 60 days from the date of return. If not claimed by Claimant by the end of that period, the payment shall become the property of the Debtor.

D. Proofs of Claims or Interests not timely filed will not participate in distributions under this Plan and will be discharged under Bankruptcy Code § 1141(d) unless scheduled by the Debtor or otherwise ordered by the Court.

E. In the event this Plan is not confirmed under Bankruptcy Code § 1129(a), the Debtor requests this Plan be confirmed under Bankruptcy Code § 1129(b).

F. The articles and bylaws of the Debtor shall be amended as required by Bankruptcy Code § 1123(a)(6) and as may otherwise be required by this Plan.

G. Any creditor holding a deposit, including but not limited to utilities, shall return the full amount of the deposit, without the right to setoff, as soon as practicable following confirmation of this Plan.

H. As of the Confirmation Date, Oakridge shall be dissolved and therefore have not need for continuing officers or directors. To the extent necessary to effectuate the terms of the plan and the dissolution of Oakridge, Robert Harvey will remain as the President of Oakridge and shall be deemed elected as the sole member of the reorganized debtor's Board of Directors.

I. Contingent unliquidated Claims, including any guarantees of the Debtor, will be paid to the extent and manner agreed upon by the Debtor and the affected parties as approved by the Court, or as liquidated by the Court after hearing, as a general unsecured Claim under Class IID.

J. Any funds or benefits received by the Debtor by virtue of any adversary proceeding, claim, preference action, or any other legal right assertable by the Debtor under the Debtor will be used for its operations or to further fund the Plan.

K. If the Effective Date or any other date on which a transaction may occur under this Plan shall occur on a day that is not a Business Day, the transactions contemplated by this Plan shall occur on the next succeeding Business Day.

**ARTICLE VII
MEANS OF EXECUTION OF PLAN AND FEASIBILITY**

C. Plan Implementation. Stinar will pay the portion of the allowed claims, administrative, secured and unsecured (priority and general) of the Debtor as described above. Stinar has the ability to pay these additional amounts over time and has provided a projection of income and expenses showing the availability of the amounts necessary to pay the provisions of the Plans of both Stinar and Oakridge.

**ARTICLE VII
EXECUTORY CONTRACTS AND UNEXPIRED LEASES AND
ADMINISTRATIVE CLAIMS**

Oakridge has no Executory Contracts or leases. To the extent that any such contracts exist, they are deemed rejected through the confirmation of the Plan. All allowed administrative claims shall be paid on the Effective Date or upon allowance or as otherwise agreed between the holder of the claim and the Debtor.

**ARTICLE IX
ALTERNATIVES TO THE PLAN OF REORGANIZATION**

Oakridge has no ability to pay for any on-going operations and is dependent upon Stinar to pay its obligations. Based upon the terms of the Plan and the financial situation of Stinar, Stinar believes it can offer more to unsecured claimants of Oakridge and quicker payments than under a liquidation scenario in which the Debtor's assets will be first turned over to the secured creditors, and other priority

claimants and then paid out to the unsecured creditors. If liquidation of Stinar were to occur, there would be no payment to unsecured creditors of Oakridge and no return to the shareholders of Oakridge.

ARTICLE X MODIFICATION OF THE PLAN

The Debtor hereby reserves the right to amend or modify the Plan in the manner provided for under 11 U.S.C. § 1127 or § 1129(a) or (b), at any time prior to confirmation, or if allowed by the Court, at or after confirmation. Debtor reserves the right to amend the Plan or remedy any defect or omission, or reconcile any inconsistencies of the Plan, or the order of confirmation, in such manner as may be necessary to carry out the purpose and effect of the Plan, or insure confirmation.

ARTICLE XI CONTINUING JURISDICTION OF THE BANKRUPTCY COURT

The Bankruptcy Court shall retain jurisdiction over the Debtor's property, after confirmation of the Plan, for the purpose of enforcing the provisions of the Plan, including without limitation, the determination of the amount of Allowed Claims, the hearing of objections, if any, to Claims, for estimating any contingent or unliquidated Claims, for conducting adversary proceedings, including but not limited to any preference actions, actions to subordinate Claims under § 510, to

conduct any actions which may be properly removed to the Bankruptcy Court, and for other proper purposes related to this Plan.

ARTICLE XII CONTESTED CLAIMS

The Debtor, or any party in interest, has the right to object to Claims or Interests filed within the bankruptcy proceeding within 30 days of the Effective Date, or such other time as the Court may direct. The figures, valuations, or numbers given for Claims in the Disclosure Statement and this Plan are approximations. The Debtor will examine all Claims and file any objections to such Claims as are appropriate. Any such Claims for which an objection has been filed or with respect to which a determination of value must be made, shall be paid when, and to the extent allowed or determined by the Court, or as otherwise agreed to by the Debtor and such claimant, and approved by the Court.

ARTICLE XIII RESERVATION OF ALL RIGHTS, CLAIMS, ACTIONS

Debtor reserves all rights, at law or in equity, not otherwise specifically modified by this Plan, to commence adversary proceedings, or take any other legal action allowed by the Bankruptcy Code, or other applicable law.

ARTICLE XIV EFFECT OF CONFIRMATION

The confirmation of the plan shall vest all property of the Debtor in the reorganized Debtor per 11 U.S.C. § 1141(b). Further, the confirmation of the plan

terminates all rights and interests of equity security holders of the Debtor under 11 U.S.C. § 1141(d)(1)(B). Because this plan liquidates all of the assets of the Debtor, pursuant to under 11 U.S.C. § 1141(d)(3)(A) the Debtor will not receive a discharge as to any of its debts.

ARTICLE XV MISCELLANEOUS PROVISIONS

The rules of construction used in Section 102 of the Bankruptcy Code shall apply to the construction of this Plan.

Debtor will take all steps necessary to de-list its stock from any exchange or other venue where Its stock is traded and provide the information necessary to the Securities Exchange Commission that it has ceased to carry on any business.

Stinar shall assist the Debtor in filing the paperwork necessary to wind up the affairs of the Debtor and dissolve the debtor pursuant to Minnesota law.

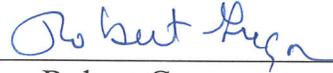
Except to the extent that the Bankruptcy Code or other Federal law is applicable, the rights, duties and obligations arising under this Plan shall be governed by, construed and enforced in accordance with, the internal laws of the State of Minnesota.

The rights, duties and obligations of any person or entity named or referred to in this Plan shall be binding upon, and shall inure to the benefit of, the successors and assigns of such person or entity.

If any creditor has a question concerning the status of payments to any creditor during the life of the plan they should contact either Kenneth C. Edstrom, attorney for Stinar, at 612 756-7108, kene@sapientialaw.com or Abigail McGibbon, attorney for Kruckeberg, at 612.632.3009, Abigail.McGibbon@gpmlaw.com

Date: April 16, 2018

OAKRIDGE HOLDINGS, INC.



By: Robert Gregor,
It's Vice-President

Approved as to form:

Kenneth Corey-Edstrom (#148696)
kene@sapientialaw.com
SAPIENTIA LAW GROUP
120 South 6th Street, Suite 100
Minneapolis, MN 55402
612-756-7100

Attorneys for Debtor

Exhibit A – List of Leases and Other Executory Contracts

None.

Exhibit B – Financial Projections Supporting Plan Payments

See attached estimates of revenue and expenses for Stinar HG, Inc.

Description	February	March	April	May	June	July	August	September	October	November	December	January	2018 Total	2019	2020	2021	2022	2023
REVENUES																		
Sales -- Equipment-ST-100 (FIRM)	\$ 463,483.00	\$ 577,042.00	\$ 586,532.00	\$ 584,288.00	\$ 474,650.00	\$ 156,000.00							\$ 2,841,995.00					
Sales -- Equipment-ST-100 (FORECAST)						\$ 375,000.00	\$ 550,000.00	\$ 575,000.00	\$ 575,000.00	\$ 575,000.00	\$ 550,000.00	\$ 550,000.00	\$ 3,750,000.00	\$ 7,053,434.65	\$ 7,688,243.77	\$ 8,380,185.71	\$ 9,134,402.42	\$ 10,047,842.66
Other Revenue-ST-100													\$ -					
Sales - Parts-ST-100	\$ 45,000.00	\$ 45,000.00	\$ 45,000.00	\$ 45,000.00	\$ 45,000.00	\$ 45,000.00	\$ 45,000.00	\$ 45,000.00	\$ 45,000.00	\$ 45,000.00	\$ 45,000.00	\$ 45,000.00	\$ 540,000.00	\$ 550,800.00	\$ 561,816.00	\$ 573,052.32	\$ 584,513.37	\$ 596,203.63
Returns-ST-100	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Discounts-ST-100	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Sales Tax-ST-100	\$ (33.00)	\$ (33.00)	\$ (33.00)	\$ (33.00)	\$ (33.00)	\$ (33.00)	\$ (33.00)	\$ (33.00)	\$ (33.00)	\$ (33.00)	\$ (33.00)	\$ (33.00)	\$ (396.00)	\$ (400.00)	\$ (400.00)	\$ (400.00)	\$ (400.00)	\$ (400.00)
Total Sales/Revenue	\$ 508,450.00	\$ 622,009.00	\$ 631,499.00	\$ 629,255.00	\$ 519,617.00	\$ 575,967.00	\$ 594,967.00	\$ 619,967.00	\$ 619,967.00	\$ 619,967.00	\$ 594,967.00	\$ 594,967.00	\$ 7,131,599.00	\$ 7,603,834.65	\$ 8,249,659.77	\$ 8,952,838.03	\$ 9,718,515.79	\$ 10,643,646.30
COST OF SALES																		
Total Cost of Sales	\$ 434,463.73	\$ 526,326.31	\$ 528,759.56	\$ 515,805.86	\$ 393,777.11	\$ 440,048.47	\$ 444,623.47	\$ 458,748.47	\$ 458,748.47	\$ 465,748.47	\$ 458,123.47	\$ 451,124.47	\$ 5,576,297.88	\$ 6,339,418.75	\$ 6,785,234.35	\$ 7,210,099.87	\$ 7,762,255.74	\$ 8,274,152.88
Gross Profit	<u>73,986.27</u>	<u>95,682.69</u>	<u>102,739.44</u>	<u>113,449.14</u>	<u>125,839.89</u>	<u>135,918.53</u>	<u>150,343.53</u>	<u>161,218.53</u>	<u>161,218.53</u>	<u>154,218.53</u>	<u>136,843.53</u>	<u>143,843.53</u>	<u>1,555,301.12</u>	<u>\$ 1,264,415.90</u>	<u>\$ 1,464,425.42</u>	<u>\$ 1,742,738.16</u>	<u>\$ 1,956,260.04</u>	<u>\$ 2,369,493.42</u>
OPERATING EXPENSES																		
Total Operating Expenses	\$ 32,462.00	\$ 32,462.00	\$ 32,462.00	\$ 33,462.00	\$ 33,462.00	\$ 33,462.00	\$ 33,462.00	\$ 82,462.00	\$ 34,462.00	\$ 34,462.00	\$ 34,462.00	\$ 34,462.00	\$ 451,544.00	\$ 638,453.92	\$ 642,649.57	\$ 660,904.73	\$ 679,735.24	\$ 699,159.50
Total Operating Income (Loss)	<u>41,524.27</u>	<u>63,220.69</u>	<u>70,277.44</u>	<u>79,987.14</u>	<u>92,377.89</u>	<u>102,456.53</u>	<u>116,881.53</u>	<u>78,756.53</u>	<u>126,756.53</u>	<u>119,756.53</u>	<u>102,381.53</u>	<u>109,380.53</u>	<u>1,103,757.12</u>	<u>\$ 625,961.98</u>	<u>\$ 821,775.85</u>	<u>\$ 1,081,833.43</u>	<u>\$ 1,276,524.80</u>	<u>\$ 1,670,333.92</u>
OTHER INCOME (EXPENSE)																		
Interest Income																		
Interest Expense-ST-100	\$ (10,700.00)	\$ (10,700.00)	\$ (10,700.00)	\$ (10,700.00)	\$ (10,700.00)	\$ (10,700.00)	\$ (10,700.00)	\$ (10,700.00)	\$ (10,700.00)	\$ (10,700.00)	\$ (10,700.00)	\$ (10,700.00)	\$ (128,400.00)	\$ (128,400.00)	\$ (128,400.00)	\$ (128,400.00)	\$ (128,400.00)	\$ (128,400.00)
Total Other Income (Expense)	<u>(10,700.00)</u>	<u>(128,400.00)</u>	<u>(128,400.00)</u>	<u>(128,400.00)</u>	<u>(128,400.00)</u>	<u>(128,400.00)</u>	<u>(128,400.00)</u>											
Net Income (Loss) Before Taxes	<u>30,824.27</u>	<u>52,520.69</u>	<u>59,577.44</u>	<u>69,287.14</u>	<u>92,377.89</u>	<u>102,456.53</u>	<u>116,881.53</u>	<u>78,756.53</u>	<u>126,756.53</u>	<u>119,756.53</u>	<u>102,381.53</u>	<u>109,380.53</u>	<u>1,103,757.12</u>	<u>\$ 625,961.98</u>	<u>\$ 821,775.85</u>	<u>\$ 1,081,833.43</u>	<u>\$ 1,276,524.80</u>	<u>\$ 1,670,333.92</u>
PROVISION FOR INC. TAXES																		
Income Tax Provision (Benefit)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Tax Provisions	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>												
Net Income (Loss)	\$ 30,824.27	\$ 52,520.69	\$ 59,577.44	\$ 69,287.14	\$ 92,377.89	\$ 102,456.53	\$ 116,881.53	\$ 78,756.53	\$ 126,756.53	\$ 119,756.53	\$ 102,381.53	\$ 109,380.53	\$ 1,103,757.12	\$ 625,961.98	\$ 821,775.85	\$ 1,081,833.43	\$ 1,276,524.80	\$ 1,670,333.92
Priority Claims (Oakridge)-Assumes Dep't of Revenue Claim of \$227,434.57 will be allowed in Full)																		
Priority Claims (Stinar)-IRS \$11,185.34																		
Signature Bank Loan 5802																		
Signature Bank Loan 5803																		
SBA Loan																		
Unsecured Claims (Stinar) \$365,875																		
Unsecured Claims (Oakridge) \$50,000																		
Running Total Net Income (Loss) Less Plan Payments	\$ 30,824.27	\$ 83,344.96	\$ 142,922.41	\$ 212,209.55	\$ 470,073.40	\$ 645,719.19	\$ 850,214.98	\$ 978,460.77	\$ 1,202,706.56	\$ 1,412,952.35	\$ 1,380,510.65	\$ 1,570,004.44	\$ 3,368,665.53	\$ 4,240,626.33	\$ 5,961,518.39	\$ 8,202,525.60	\$ 10,832,915.56	\$ 14,250,923.74