

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF CONNECTICUT
BRIDGEPORT DIVISION**

-----X	
In re:	:
	:
Tom Gjuraj	:
	:
	:
Debtor	:
-----X	

CHAPTER 11

CASE NO.: 15-51297

FIRST AMENDED DISCLOSURE STATEMENT

I. Introduction

On September 14, 2015, (the "Petition Date"), Tom Gjuraj, Debtor and Debtor-in-Possession (the "Debtor"), filed a voluntary petition seeking relief under Chapter 11 of Title 11, of the United States Bankruptcy Code, §§101 et. seq. (the "Code"), in the United States Bankruptcy Court, District of Connecticut, at Bridgeport. In accordance with §§1107 and 1108 of the Code, the Debtor was authorized to continue in possession of his property as Debtor-in-Possession.

The Debtor has filed a **First Amended** Plan of Reorganization (the "Plan") to treat the claims of his creditors.

The Debtor provides this **First Amended** Disclosure Statement (the "Disclosure Statement") to all of his known creditors and other parties-in-interest in order to disclose that information deemed necessary by the Debtor to be material, important and necessary for all creditors to arrive at a reasonably informed decision in exercising their right to vote for the acceptance of the Plan.

A hearing to fix the time for filing acceptances or rejections of the Plan and confirmation will be set by the Court, and notice thereof will be distributed to all parties. Creditors may vote on

the Plan by completing and mailing the accompanying ballot to the Bankruptcy Court. As a creditor, your vote is important. In order for the Plan to be deemed accepted, creditors that hold at least two-thirds (2/3) in amount and more than one-half (1/2) in number of the allowed claims of that Class that have voted, must vote affirmatively on the Plan.

The purpose of this Disclosure Statement is to provide adequate information to permit an informed judgment on how to vote on the Plan. The Disclosure Statement contains important information about the Plan and considerations pertinent to its acceptance or rejection, as well as information about the Debtor and his operations.

NO REPRESENTATIONS CONCERNING THE DEBTOR IS AUTHORIZED BY THE DEBTOR OTHER THAN AS SET FORTH IN THE DISCLOSURE STATEMENT. ANY REPRESENTATIONS OR INDUCEMENTS MADE TO SECURE YOUR ACCEPTANCE OR REJECTION WHICH ARE OTHER THAN THOSE REPRESENTATIONS CONTAINED IN THIS STATEMENT SHOULD NOT BE RELIED UPON BY YOU IN ARRIVING AT YOUR DECISION, AND SUCH ADDITIONAL REPRESENTATIONS AND INDUCEMENTS SHOULD BE REPORTED TO COUNSEL FOR THE DEBTOR WHO IN TURN SHALL DELIVER SUCH INFORMATION TO THE BANKRUPTCY COURT FOR SUCH ACTION AS MAY BE DEEMED APPROPRIATE. THE INFORMATION CONTAINED HEREIN HAS NOT BEEN SUBJECTED TO A CERTIFIED AUDIT, REVIEW OR COMPILATION. THE RECORDS KEPT BY THE DEBTOR ARE MAINTAINED BY HIMSELF AND/OR HIS AGENTS WHICH MAY HAVE BEEN ASSISTED BY THE DEBTOR'S ACCOUNTANT. ALTHOUGH EFFORTS HAVE BEEN MADE BY THE DEBTOR TO INSURE THAT THE INFORMATION CONTAINED HEREIN IS ACCURATE, THE DEBTOR IS UNABLE TO WARRANT OR REPRESENT THAT THE INFORMATION CONTAINED HEREIN IS

WITHOUT ANY INACCURACIES. ESTIMATES OF LIQUIDATION VALUES OF PROPERTY ARE BASED ON EITHER INDEPENDENT APPRAISALS AND/OR THE DEBTOR'S PAST BUSINESS EXPERIENCE AND PRESENT KNOWLEDGE OF MARKET CONDITIONS AND ARE SUBJECT TO CONDITIONS AND VARIATIONS BEYOND THE CONTROL OF THE DEBTOR.

II. History of the Debtor and Chapter 11 Proceedings

A. Debtor's History and Business:

The Debtor is an individual residing in Norwalk, Connecticut. His assets relating to real estate include a multifamily property located at 66 Lockwood Stamford CT (the "Property"), a residence located at 37 Hillwood Place, Norwalk, CT (the "Residence") and his interest in Gjuraj Holdings, LLC, which owns ~~the real~~ a multifamily property located at 46 Saint Mathias Street, Bridgeport CT.

As a result of a reduced income, in part due to the loss of tenants, the Debtor fell behind on payments on the mortgage for his Residence and the Property, resulting in two foreclosure actions being commenced against him. In an effort to save both his Residence and the Property, the Debtor commenced the instant bankruptcy case.

B. Chapter 11 Case:

1. Chapter 11 Proceedings. Subsequent to the commencement of the Chapter 11 case, the Debtor retained the law firm of Zeisler & Zeisler, P.C. as his general counsel and tended to such other administrative matters such as conducting their business and financial affairs, the filing of their Statement of Financial Affairs and Schedule of Assets and Liabilities and continued attendance at his meetings of creditors. The majority of the Debtor's efforts in the legal arena

during the Chapter 11 case have been directed to the preparation of a plan of reorganization and negotiations with specific creditors. The Debtor also successfully negotiated a cash collateral order, an adequate protection order and an order addressing the mortgage on the Property which will provide the background for what the Debtor hopes will be a consensual plan.

IV. Assets of the Debtor and Estate

The principal assets of the Debtor are set forth in the attached Section VI.

V. Funding of Plan

The Plan is to be implemented in a manner consistent with Code §1123. The Debtor believes his financial situation makes the Plan feasible. The Debtor intends to primarily use his income, rental income and income from his company as necessary to further the payments under the Plan. Attached as Exhibit A is a monthly projection of the Debtor showing the feasibility of the Plan.

VI. Liquidation Analysis

The Debtor believes that he has taken into account the nature, status and underlying value of the assets of the estate in this analysis. Although the Debtor does not believe there will be any distribution to holders of general unsecured claims in liquidation, the Debtor intends to pay the unsecured creditors holding allowed non priority claims their pro rata share of twenty four quarterly payments of \$650.

Value

Net Liquidation
Value projected
after liens, bk
and liquidation
costs and
exemptions

Residence located at 37 Hillwood Place, Norwalk, CT No equity—Mortgage and liens exceed value (the “Residence”).	\$ 440,000.00	\$ 0.00
Property located on 66 Lockwood Ave., Stamford, CT No equity Mortgage and liens exceed value	\$ 460,000.00	\$ 0.00
Checking Accounts (approximately as of April 30 <u>9,900.00</u> \$ 0.00	\$ 23,400	July 31) \$
Misc. household goods and furnishings (exempted)	\$ 2,350.00	\$ 0.00
Wearing apparel (exempted)	\$ 650.00	\$ 0.00
Wedding Ring (exempted)	\$ 125.00	\$ 0.00
HSA (exempted)	\$ 106.51	\$ 0.00
Town of Westport Retirement Plan (exempted)	\$ 43,911.00	\$ 0.00
Gjuraj Holdings, LLC (exempted)	\$ 1.00	\$ 0.00

In liquidation, the Debtor believes general unsecured creditors would receive no distribution from the estate taking into consideration the costs and risks of liquidation and after payment and of administrative, priority and secured claims. First, most of the Debtor’s assets have been exempted, have no equity or value or were purchased or accumulated from assets that are not property of the estate, and therefore are not property of the estate. The Debtor valued the Property at \$465,000. The first mortgagee valued the Property at approximately \$525,000 and the parties reached a compromise value of \$495,000. Under either party’s appraisal, there is no equity as the stated amount of the lien exceeds the value. The Debtor believes the Residence has a value of no more than \$440,000 based on an appraisal obtained by Wells Fargo Bank NA last June. The mortgaged debt is believed to exceed \$600,000. Thus, the Residence has no equity after deducting the first mortgage debt. ~~The real property owned by~~ Gjuraj Holdings, LLC ~~is~~ owns real property

valued at approximately \$278,000, ~~it has cash of~~ approximately \$1,164,200.00 in the corporate checking account (as of ~~March 31~~June 30, 2016) and ~~has~~ liabilities ~~that~~ of approximately \$298,000. Therefore, there is no equity in ~~that~~this entity. Further, the mortgage debt on the real property owned by Gjuraj Holdings LLC matures shortly, making the entity itself more precarious. In addition, 66 Lockwood LLC (a shell entity) has been or is being dissolved.

There was approximately ~~\$23,100~~11,168 in the Debtor's ~~checking~~individual bank account from the Debtor's wages and rental income as of ~~April 30~~July 31, 2016. If the case were converted, the Debtor believes that at least the portion of the proceeds from his wages would not be property of the estate and he would be able to retain them. With respect to the balance, ~~theit~~ would be consumed by administrative expenses. After payment of a hypothetical Chapter 7 Trustee's commissions, attorneys' fees and accountant's fees, it is estimated there would ultimately be no funds to pay unsecured creditors because a chapter 7 trustee would have to pay any unpaid Chapter 11 administrative fees (including the Debtor's counsel) which likely will ultimately be approximately be approximately \$30,000 less its retainer, and then the balance would be used to pay toward the IRS priority claim. The Debtor proposes to pay his unsecured creditors their pro rata share of the sum of \$650 payable each quarter over six (6) years for a total of \$15,600. ~~Unsecured claims~~Filed and scheduled non-priority unsecured allowed Claims total approximately \$155,317.

VII. Executory Contracts and Unexpired Leases

Except as set forth in the Plan, all executory contracts and unexpired leases of the Debtor as of the Confirmation Date which are not expressly rejected prior to the Confirmation Date, and for which no motions are pending for their rejection on the Confirmation Date, shall be and are thereby rejected by the Debtor. The following leases are hereby assumed by the Debtor on the Effective Date:

Abato Molena, 66 Lockwood Avenue, Apt.1, Stamford, CT;

Dilmer Racino, 66 Lockwood Avenue, Apt.2, Stamford, CT; and

Carlos Chutan, 66 Lockwood Avenue, Apt.3, Stamford, CT

CREDITORS ARE ADVISED TO REVIEW THE PLAN IN ITS ENTIRETY FOR DETAILED DESCRIPTION OF THE PROPOSED TREATMENT OF THE VARIOUS CLASSES IN THE PLAN. CREDITORS, ADMINISTRATIVE CLAIMANTS AND OTHER PARTIES IN INTEREST ARE FURTHER URGED TO CONSULT WITH THEIR RESPECTIVE LEGAL AND TAX COUNSEL, ACCOUNTANTS AND OTHER PROFESSIONAL ADVISORS CONCERNING THE PLAN AND ITS SIGNIFICANT FINANCIAL AND TAX RAMIFICATIONS, SINCE THE PLAN REPRESENTS A LEGAL BINDING OBLIGATION AS TO THE DEBTOR AND ALL OTHER AFFECTED PARTIES AND PROPERTIES WITH CERTAIN TAX RAMIFICATIONS NOT DESCRIBED HEREIN AND CANNOT BE PROPERLY EVALUATED WITHOUT THOROUGH REVIEW AND COMPREHENSION.

VIII. Designation And Treatment Of Classes Of Claims
And Priority Claims

A. Administrative Claims:

If not paid in the ordinary course of the Debtor's business prior to the confirmation of the Debtor's Plan, Administrative Claims will be paid in full, in cash, on (i) the Effective Date; (ii) the date such indebtedness or obligation becomes due or; (iii) the date on which such administrative expenses are allowed by the Bankruptcy Court with regard to professional fees; or (iv) the Distribution Date; or (v) on such other terms to which the parties otherwise agree and as are not prohibited by the Bankruptcy Code.

Pre-confirmation payments to the Debtor's counsel shall be made only after Court approval. Amounts are approximate and estimated. They may increase or decrease significantly dependent on litigation and additional professionals may be retained, and other administrative claims will also be subject to court approval. Professional fees accrued after the Confirmation Date will be paid in the ordinary course without further court approval. Trade payable and post-petition tax claims will be paid in the ordinary course without notice. There will be administrative claims for professional fees for counsel, Zeisler & Zeisler, P.C.

B. Payment of Administrative Claims.

All Administrative Claims other than claims of professionals, unless objected, which have not been paid prior to the Distribution Date shall be paid in full in Cash on the Distribution Date (or, if later, ten (10) days after the date on which any such Administrative Claim is allowed by a Final Order of the Bankruptcy Court), or upon such terms as otherwise agreed between the Debtor and the holder of such Administrative Claim.

C. Priority Claim

Internal Revenue Service contends it is owed a priority claim in the approximate amount of ~~\$975.08~~\$895.03. The Debtor will pay ~~this~~the priority obligation in twelve (12) equal monthly installments with interest at the statutory rate until this allowed priority claim is paid in full, commencing on the Distribution Date. Notwithstanding anything herein to the contrary, the Debtor may prepay the allowed claim of this creditor at any time without penalty and without further interest.

D. Classification of Claims

The following table summarizes the Classifications established under the Plan, indicating the approximate amount of claims of that class, if the status of that Class is impaired or unimpaired

by the Plan and the treatment of the claims of that Class. The Reorganized Debtor reserves the right to pay off any creditor prior to the term set forth in the Plan without penalty.

Class 1: Secured Claim of Wells Fargo Bank, N.A.

1. Approximate Amount: \$689,435.26
2. Unimpaired.
3. Treatment: On the Effective Date, the automatic stay under 11 U.S.C § 362 will not be in effect so that this creditor can pursue its rights under applicable non bankruptcy law to seek title to the Residence without further order of the bankruptcy court. To the extent this creditor has an unsecured claim for any deficiency, it shall be included in and subject to the terms of this Plan and Class 3. The Debtor intends to continue pursuing a loan modification with this creditor outside of bankruptcy court. ~~To the extent that the Debtor is unable to obtain a loan modification, this.~~ This creditor can pursue its rights under applicable nonbankruptcy law to obtain title to the Residence ~~in full satisfaction of its claim (unless it agrees to a loan modification or other treatment).~~ This creditor shall retain its lien (~~first~~ mortgage) on the Debtor's Residence.
4. Collateral: First mortgage on residence located at 37 Hillwood Place, Norwalk, CT (the "Residence")

Class 2: Secured Claim U.S. Bank National Association, as Trustee for Credit Suisse First Boston Mortgage Securities Corp.; CSMC Mortgage-Backed Pass-Through Certificates, Series 2006-6 ("USB")

1. Approximate Amount: \$636,785.54
2. Unimpaired
3. Treatment: modified as follows:
 - a. USB's proof of claim #5-1 in the amount of \$636,785.54 ("Allowed Claim") was modified to a secured claim of \$495,000.00 ("Secured Claim") and the remaining balance of the claim of \$141,785.54 to an unsecured claim ("Unsecured Claim") pursuant to prior Court order dated May 9, 2016. Commencing on May 1, 2016, the Secured Claim will be repaid over 30 years at a fixed interest rate of five and one quarter percent (5.25%) per annum in equal monthly installments of

principal and interest of \$2,733.41, together with the currently monthly escrow for taxes and insurance in the amount of \$850.91 (taxes \$604.58/hazard \$246.33), for a total monthly payment of \$3,584.32. Said payments shall commence on May 1, 2016 and continue on the 1st day of each month thereafter until paid in full. The parties understand that the monthly payment may change from time to time pursuant to the underlying terms of the Note and Mortgage due to changes in escrow and that upon receiving written notice of said payment change, the Debtor will comply with making any adjusted monthly payment.

b. All post-petition escrow advances made up to the date of confirmation for real estate taxes and/or insurance payments, which as of April 1, 2016 are \$3,627.46, are to be repaid by the Debtor in full in equal monthly installments of \$100.76 over a period of thirty-six (36) months without interest commencing upon May 1, 2016 and continuing monthly thereafter until paid in full. Debtor agrees to in the event any further advances are made up to the date of confirmation that said advances will be paid pursuant to this paragraph. Notwithstanding the foregoing, the Debtor can prepay any amount set forth in this paragraph without penalty.

c. ~~Upon confirmation, the Debtor's loan repayment will escrow for taxes and insurance.~~ The Debtor shall further maintain current property insurance on the Property. The Debtor shall provide proof of insurance within 15 days of receipt of written notice by USB.

All monthly payments due USB should be made in good funds, payable to America's Servicing Company and mailed to:

America's Servicing Company
Attention: Payment Processing
MAC#W X2302-04C
1 Home Campus
Des Moines, IA 50328

The loan number should be used for identification on all payments.

Except to the extent modified in a prior stipulation of the parties entered by this Court dated May 9, 2016 and the Plan, all other terms and provisions of the underlying Note and Mortgage Instrument will remain in full force and effect, unless otherwise modified by agreement of all parties. This Plan shall supersede the prior Cash Collateral Order/Adequate Protection order that entered in this case on January 22, 2016.

d. USB's Lien securing its Allowed Claim shall remain on the Property until such time as all Plan payments to USB are paid in full. Upon payment of all payments to USB in accordance with Plan Article IV Section B, Class 2

~~paragraph~~paragraphs 3a and 3b and Class 3 paragraph 3, USB shall release its lien and mortgage on the Property. If a third party foreclosure judgment on the Property enters without a subsequent redemption prior to USB's Secured and Unsecured Claims being paid in accordance with the Plan, USB's Lien shall not be released unless USB's Allowed Claim is paid in full, unless otherwise agreed to by USB.

e. In the event that the Debtor's Chapter 11 case (i.e. the Reorganization) is dismissed or converted to a case under Chapter 7, the cram down terms of this Plan set forth in Class 2 as it relates to USB shall be null and void and USB's Allowed Claim /Lien against the Property shall remain in full force and effect.

f. The Debtor will be in default should the Debtor fails to keep current all monthly payments that become due to USB pursuant to this paragraph, or fail to maintain insurance on the property. Upon being deemed in default and in the absence of a cure by the Debtor of the default due under this Plan prior to USB taking title to the Property, this ~~Stipulation~~provision shall be null and void and the full Allowed Claim due and owing pursuant to the underlying Note as of the date of default shall become due in its entirety.

g. Notwithstanding anything to the contrary, there shall be no prepayment penalty and the Debtor has the right to make a full prepayment or partial prepayments of the Secured Claim and on the amounts due under a plan on the Unsecured Claim without paying any prepayment charge or penalty. Further, and notwithstanding anything herein to the contrary, the Debtor may seek his bankruptcy discharge upon making his payments to unsecured creditors under the plan, but the discharge shall not affect the USB's lien on the Property as modified herein.

h. USB shall promptly withdraw its foreclosure action against the Property ~~within 30 days~~once the Debtor has made at least six (6) payments to this creditor after the Confirmation Date.

i. Upon confirmation of the Plan and the Effective Date, the automatic stay shall no longer be in effect.

4. Collateral: First mortgage on property located at 66 Lockwood Avenue, Stamford, CT ("Property").

Class 3: All ~~Allowed~~Holders of Unsecured Non-Priority ~~Unsecured~~Allowed Claims

1. Allowed unsecured claims based on a review of unsecured claims are estimated at approximately \$155,317.00.
2. Impaired.
3. Treatment: ~~The Debtor may dispute some claims. The Reorganized Debtor reserves the right to review and if he deems appropriate, to object, contest or otherwise challenge any claim. The deadline to file such objection or challenge is thirty days after the Distribution Date.~~ On a quarterly basis commencing ~~on the six month anniversary of the Distribution~~60 days after the Effective Date, the Reorganized Debtor will pay each creditor holding ~~an allowed unsecured a~~ non-priority ~~claim~~unsecured Allowed Claim, its pro rata share of six hundred dollars (\$650) without interest for six years (6) years for a total of \$15,600. ~~There will be a total of 24 Unsecured non-priority Claims that are not Allowed Claims (e.g., untimely filed proofs of claim or no proof of claim having been filed) will not receive any distribution under the Plan or otherwise. There will be a total of twenty~~ four (24) quarterly installments unless paid sooner. The Reorganized Debtor reserves the right to prepay any of these payments to each and/or all of these creditors in this class under the Plan without penalty and in the event of a prepayment by more than five months when such payment is otherwise due, the Reorganized Debtor may discount each such prepayment at a rate of six percent (6%) per annum.

E. Cramdown:

1. Confirmation Without Acceptance By All Impaired Classes

The Plan may be confirmed even if not accepted by all impaired classes if at least one (1) impaired class of claims, i.e., Classes 1 or 2 have accepted it and the Plan meets the following standards:

a. Non-Acceptance By an Impaired Class of Secured Claims

The Debtor believes 1 class of secured claims, Class 2 is impaired. As an impaired class of secured claims, if Class 2 rejects the Plan, the Plan could still be confirmed if it does not discriminate unfairly as to the dissenting Class and is "fair and equitable" to such class. Under §1129(b), a Plan is "fair and equitable" to a class of non-accepting secured claims if, among other

things, the Plan provides (i) that the lien securing the claims of members of the Class be left in place to the extent of the allowed amount of the claim and the holders of the claims receive deferred cash payments under the Plan with a present value equal to the lesser of the amount of such claims or the value of the claimholders interest in the collateral securing such claims; (ii) that the collateral securing the claims be sold free of the lien attaching to the proceeds and with such lien on the proceeds being treated under one of the two other standards described in this paragraph; or (iii) that holders receive the "indubitable equivalent" of their claims.

The Debtor contends that the treatment of the Class of secured claims impaired under the Plan meets the "fair and equitable" test and that the Plan can therefore be confirmed if all other requirements for confirmation are met, even if rejected by Class 2. Obligations to the Member of this Class will be secured by the same collateral which now directly secures its claim. The holder of this allowed secured claim will receive its collateral in satisfaction of its secured claim.

b. Generally, no junior creditor would receive any distribution until all senior creditors are paid in full, with interest, and no equity holder receives any distribution unless creditors are paid under the absolute priority rule or the Class of claims accepts a Plan. A plan can be confirmed non-consensually (via "cram down"), if it does not discriminate unfairly and is fair and equitable with respect to each impaired dissenting class under the plan.

F. US Trustee Fees:

In accordance with §1129(a)(12) of the Bankruptcy Code and 28 U.S.C. §1930, all quarterly fees payable to the United States Trustee shall be paid by the Debtor in full on or before their respective due dates and shall continue to be assessed and paid until such time as a final decree is entered by the Court or the Court enters an order converting or dismissing this case. The

Debtor also intends to file monthly operating reports until such time as a final decree is entered by the Court or the Court enters an order converting or dismissing this case.

G. Definitions in Plan

1. "Administrative Claim" means an Allowed Claim, the holder of which asserts and is determined by final order to be entitled to priority pursuant to §§ 503(b) and 507(a)(1) of the Bankruptcy Code.

2. "Allowed Claim" means a claim (a) in respect of which a proof of claim has been filed with the Court within the applicable period of limitation fixed by Rule 3001 or (b) scheduled in the list of creditors prepared and filed with the Court pursuant to Rule 1007(b) and not listed as disputed, contingent, or unliquidated as to amount, in either case as to which no objection to the allowance thereof has been interposed within any applicable period of limitation fixed by Rule 3001 or an order of the Court, or as to which any such objection has been determined by an order or a judgment which is no longer subject to appeal or certiorari proceeding and as to which no appeal or certiorari proceeding is pending.

3. "Bankruptcy Court" means the United States Bankruptcy Court for the District of Connecticut, Bridgeport Division, or such other Court as may hereafter have jurisdiction of an act with respect to this case.

4. "Cash" means currency of the United States of America, or checks issued by the reorganized Debtor payable in such currency.

5. "Claim" means a claim against the Debtor, whether or not asserted, as defined in § 101(5) of the Code and includes unmatured potential deficiency claims..

6. "Class" means claims or equity interests which are substantially similar to the other claims or equity interests in such class as classified pursuant to the Plan.

7. "Code" means the United States Bankruptcy Code, 11 U.S.C. §§ 101 et seq., and all amendments thereto which are applicable to the case.

8. "Confirmation Date" means the date on which the Bankruptcy Court enters the Confirmation Order.

9. "Debtor" means Tom Gjuraj, individually, residing at 37 Hillwood Place, Norwalk, CT.

10. "Distribution Date" means the date on which the initial distributions under the Plan are made, which date shall be the later of (a) thirty (30) days after the Effective Date, or (b) thirty (30) days after the entry of a final, non-appealable order providing for the allowance of claims if an objection to a claim is pending on the Effective Date.

11. "Effective Date" means fourteen days after the order confirming the Plan becomes final and non-appealable.

12. "Petition Date" means, the date the instant petition for relief under Title 11 was commenced.

13. "Plan" means this Plan of Reorganization as it may be amended or modified, together with all addenda, exhibits, schedules, or other attachments, if any.

14. "Property" shall mean the Debtor's interest in the real property located at 66 Lockwood Avenue, Stamford, CT.

15. "Reorganization" means the case for the reorganization of the Debtor commenced by the voluntary petition filed on September 14, 2015 now pending in this Court styled In re: Tom Gjuraj; Case No. 15-51297.

16. "Reorganized Debtor" shall also mean the Debtor after the Effective Date.

17. "Residence" shall mean the Debtor interest in the real property located at 37 Hillwood Place, Norwalk, CT.

18. "Claims Objections Deadline" the DEADLINE to file objections to claims shall be ten (10) days prior to the Confirmation Date.

IX. Preferential And Fraudulent Transfer Analysis

A. Preferences

A preference is a transfer made by the Debtor to or for the benefit of a creditor on behalf of an antecedent debt made within ninety (90) days of the filing or within one (1) year of the filing if such transfer was made to an insider, made when the Debtor was insolvent and enabling such creditor to receive more than the creditor would receive in liquidation.

The Debtor does not believe that he has any claim for preferential and fraudulent transfers.

X. Creditors' Committee

No creditors committee has been formed.

XI. Post-Confirmation Management

It is contemplated that the Debtor will continue to manage his affairs post-petition.

XII. Risk Factors

Certain substantial risk factors are inherent in most Plans of Reorganization under Chapter 11 cases. If such plans are accepted, it is usually because they represent a greater hope than a liquidating Chapter 7 case. In this case the principle risk of the Debtor is that the Debtor's income will not meet expectations or related parties will not provide financial assistance if necessary.

NEVERTHELESS, ALL RISK FACTORS INHERENT IN A PLAN OF REORGANIZATION IN CHAPTER 11 ARE PRESENT IN THIS CASE. CREDITORS ARE URGED TO REVIEW THIS DISCLOSURE STATEMENT AND ANNEXED FINANCIAL INFORMATION TOGETHER WITH THE ACCOMPANYING PLAN OF REORGANIZATION

IN FULL SO THAT AN INFORMED JUDGMENT CAN BE EXERCISED WITH RESPECT TO VOTING ON THE PLAN.

XIII. Voting Procedure and Requirements

A. Ballots and Voting Deadlines

A ballot to be used for voting to accept or reject the Plan, together with a postage-prepaid return envelope, will be enclosed with all copies of this Disclosure Statement which, if approved, will be mailed to all Creditors entitled to vote.

The Bankruptcy Court will then direct that, in order to be counted for voting purposes, a ballot for the acceptance or rejection of the Plan must be executed and delivered by the holder on an allowed claim before the deadline established by the Court. Your vote must be received by the Debtor no later than 5:00 p.m. Eastern Time, on or before a particular date, at the following address:

Zeisler & Zeisler, P.C.
10 Middle Street, 15th floor
P.O. Box 1220
Bridgeport, CT 06604
Attn: Matthew K. Beatman, Esq.

TO BE COUNTED, YOUR BALLOT MUST BE RECEIVED BY 5:00 P.M., EASTERN TIME, ON THE DATE SET BY THE COURT.

B. Creditors Entitled to Vote

Classes of Claims that are not "impaired" under a plan are deemed to have accepted the plan and a debtor need not solicit the votes of holders of claims in such classes. Any creditor whose Claim is impaired under the Plan is entitled to vote if either (i) its Claim is scheduled by the Debtor (and such Claim is not scheduled as disputed, contingent or unliquidated on the Debtor's

Schedules or any amended schedules) and/or (ii) it has filed a proof of claim on or before the date set or to be set by the Court, which proof of claim currently is not the subject of a timely filed objection which has not been withdrawn on or before any date fixed for filing such objection by the Plan or an order of the Bankruptcy Court, and which has not been denied by a Final Order. Any holder of a Disputed or Contingent Claim is not entitled to vote unless, upon application of such Creditor, the Bankruptcy Court temporarily allows the claim in an amount which it deems proper for purposes of accepting or rejecting the Plan. A creditor's vote may be disregarded if the Bankruptcy Court determines that the creditor's acceptance or rejection was not solicited or procured in good faith or in accordance with the provisions of the Bankruptcy Code.

IF YOU HAVE ANY QUESTIONS REGARDING THE PROCEDURES FOR VOTING
ON THE PLAN, PLEASE CONTACT THE DEBTOR'S COUNSEL:

Matthew K. Beatman, Esq.
Zeisler & Zeisler, P.C.
10 Middle Street, 15th floor
P.O. Box 1220
Bridgeport, CT 06604
Tel: (203) 368-4234

C. Definition of Impairment

Under §1124 of the Bankruptcy Code, a class of claims or interests is impaired under a plan of reorganization unless, with respect to each claim or interest in such class, such plan pays each claim or interest in full, in cash, or otherwise leaves unaltered the legal, equitable and contractual rights of the holder of such claim or interest, other than by curing defaults and reinstating maturities.

D. Classes Impaired Under The Plan

Classes 2 and 3 are impaired under the Plan and Creditors holding such Claims in this class are entitled to vote to accept or reject the Plan.

E. Vote Required For Class Acceptance

The Bankruptcy Code defines acceptance of a plan of reorganization by a class of creditors as acceptance by holders of at least two-thirds in dollar amount and more than fifty percent in number of the claims of that class, but for that purpose counts only those that actually cast ballots for acceptance or rejection of the Plan. Holders of claims that fail to vote are not counted as either accepting or rejecting the Plan.

XIV. Confirmation Of The Plan

Under the Bankruptcy Code, the following steps must be taken to confirm the Plan:

A. Confirmation Hearing

Section 1128(a) of the Bankruptcy Code requires the Bankruptcy Court, after notice, to hold a hearing on confirmation of the Plan (the "Confirmation Hearing"). Section 1128(b) provides that any party in interest may object to confirmation of the Plan.

If the Disclosure Statement is approved, a Confirmation Hearing will be scheduled for at the United States Bankruptcy Court, 915 Lafayette Boulevard, Bridgeport, Connecticut. The Confirmation Hearing may be adjourned from time to time by the Bankruptcy Court without further notice except for an announcement made at the Confirmation Hearing or any adjournment thereof. Any objection to confirmation must be made in writing and filed with the Bankruptcy Court and served upon all parties who have filed a demand for receipt of papers under Bankruptcy Rule 2002(I) and the following parties, together with proof of service, on or before the date set by the Court:

Zeisler & Zeisler, P.C.
10 Middle Street, 15th floor

P.O. Box 1220
Bridgeport, Connecticut 06604
Attn: Matthew K. Beatman, Esq.

Objections to confirmation of the Plan are governed by Rule 9014 F.R.Bankr.P. UNLESS AN OBJECTION TO CONFIRMATION IS TIMELY SERVED AND FILED, IT WILL NOT BE CONSIDERED BY THE BANKRUPTCY COURT.

XV. Alternatives To Confirmation And Consummation Of The Plan

If the Plan is not confirmed and consummated, the alternatives include (i) liquidation of the Estate under Chapter 7 of the Bankruptcy Code, or (ii) an alternative Chapter 11 plan or plans.

A. Liquidation Under Chapter 7

If the Plan or any other plan proposed by the Debtor cannot be confirmed under §1129(a) or (b) of the bankruptcy Code, the chapter 11 case may be converted to a case under Chapter 7 of the Bankruptcy Code, in which case a trustee or trustees would be elected or appointed to liquidate the assets of the Estate for distribution to Creditors in accordance with the priorities established under the Bankruptcy Code. The Debtor strongly believes it is clear that creditors would likely receive no more consideration on account of their Allowed Claims than that proposed in the Plan in the event a trustee or trustees are appointed, and the assets of the Estate are liquidated under Chapter 7 of the Bankruptcy Code.

Moreover, the Debtor believes that liquidation under chapter 7 will result in the diminution of the value of the Estate because of additional administrative expenses involved in the appointment of a trustee and attorneys, accountants and other professionals to assist a trustee, and other additional expenses and claims, some of which would be entitled to priority above the creditors that would arise by reason of the liquidation.

B. Alternative Chapter 11 Plan

If the Plan is not confirmed, it is possible that the Bankruptcy court convert this case to a case under chapter 7 of the Bankruptcy Code. In the alternative, the Debtor could propose an alternative plan. In either case, liquidation of the Estate, and/or substantial delay would be the likely result. The Debtor has explored various alternative plans during the negotiations process which resulted in the formulation of the Plan. The Debtor believes that the Plan will enable each of the creditors to realize the greatest possible recovery on each of their Claims.

C. Certain Risk Factors

In the event that the Plan is not confirmed or the chapter 11 case is converted to a case under Chapter 7 of the Bankruptcy Code, the Debtor believes that such inaction or action, as the case may be, will result in substantial expense to the Estate and merely prolong, and negatively impact, the realization on claims of each of the creditors.

XVI. Discharge and Reversion of Property~~Conclusion~~

1. Pursuant to § 1141 of the Code, the Debtor shall receive a discharge upon entry of a Court order approving the discharge. Notwithstanding anything herein to the contrary and pursuant to Code § 1141, upon entry of that order the Debtor shall then be discharged upon confirmation of the Plan and entry of the order approving the discharge from any personal liability relating to any Claim, including but not limited to, any mortgage, lien or security interest on the Residence and this Plan should not be construed or deemed to be construed to reinstate any personal liability of the Debtor or Reorganized Debtor in any manner. No party in interest may sue to enforce a prepetition claim against the Debtor or his property. Notwithstanding anything in this section to the contrary, this section shall not be construed to release liens of any creditor.
2. Pursuant to §1141(b) of the Code, confirmation of the Plan vests all of the property of the estate in the Debtor, (except as otherwise dealt with in this Plan).

3. Upon confirmation of the Plan, the property dealt with by the Plan and all assets of the Debtor and property of the bankruptcy estate shall become free and clear of all liens, encumbrances, and interests of creditors, and of equity security holders, except as otherwise provided for in the Plan or the confirmation order.

XVII. Conclusion

The Debtor submits that the Plan complies in all respects with Chapter 11 of the Bankruptcy Code, and recommends that holders of Claims who are entitled to vote on the Plan vote to accept the Plan. The Debtor reminds such holders that each holder must return its signed and marked ballots to the Debtor no later than the date set by the Court, at the following address:

Matthew K. Beatman, Esq.
Zeisler & Zeisler, P.C.
10 Middle Street, 15th floor
P.O. Box 1220
Bridgeport, Connecticut 06604

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| Dated this ____ day of ~~May~~September, 2016

Tom Gjuraj

COUNSEL FOR THE DEBTOR:

Matthew K. Beatman, Esq.

Zeisler & Zeisler, P.C.

P.O. Box 1220

Bridgeport, CT 06604

(203) 368-4234