

United States Bankruptcy Court
SOUTHERN District of TEXAS

In re: PAJAAMCO FAMILY LIMITED PARTNERSHIP
Debtor

Case No. 10-70010

Business Case under Chapter 11

PAJAAMCO FAMILY LIMITED PARTNERSHIP
DISCLOSURE STATEMENT, DATED AUGUST 10, 2010

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I. INTRODUCTION

This is the disclosure statement (the “Disclosure Statement”) in the chapter 11 case of **PAJAAMCO FAMILY LIMITED PARTNERSHIP** (the “Debtor”). This Disclosure Statement contains information about the Debtor and describes the Chapter 11 reorganization plan (the “Plan”) filed by **PAJAAMCO FAMILY LIMITED PARTNERSHIP** on August 10, 2010. A full copy of the Plan is attached to this Disclosure Statement as Exhibit A. ***Your rights may be affected. You should read the Plan and this Disclosure Statement carefully and discuss them with your attorney. If you do not have an attorney, you may wish to consult one.***

The proposed distributions under the Plan are discussed at pages 7-14 of this Disclosure Statement. General unsecured creditors (non-insiders) are classified in Class 6, and will receive 100% of their allowed claims in annual distributions, distributed on the anniversary date of the effective date until the general unsecured creditors are paid in full, 100% of allowed claims. The insider Class 7 will not receive any distributions until non-insider unsecured creditors are paid 100% in Class 6.

A. Purpose of This Document

This Disclosure Statement describes:

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

Be sure to read the Plan as well as the Disclosure Statement. This Disclosure Statement describes the Plan, but it is the Plan itself that will, if confirmed, establish your rights.

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

The Court has not yet confirmed the Plan described in this Disclosure Statement. This section describes the procedures pursuant to which the Plan will or will not be confirmed.

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

The hearings at which the Court will determine whether to approve this Disclosure Statement and confirm the Plan will take place on dates and times which will be set in a court order which will be provided to you. The hearings will be held at the McAllen Division, Bentsen Tower, 1701 West Business Hwy. 83, 10th Floor, McAllen, Texas 78501.

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

If you are entitled to vote to accept or reject the plan, vote on the enclosed ballot and return the ballot in the enclosed envelope to **Kurt Stephen, Cardenas, Whitis & Stephen, LLP, 100 South Bicentennial, McAllen, Texas 78501**. See section IV.A. below for a discussion of voting eligibility requirements.

Your ballot must be received by the date provided in a court order to be served on you or it will not be counted.

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

Objections to this Disclosure Statement or to the confirmation of the Plan must be filed with the Court and served upon **Kurt Stephen, Cardenas, Whitis & Stephen, LLP, 100 South Bicentennial, McAllen, Texas 78501** by date to be provided by separate court order to be provided to you.

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

If you want additional information about the Plan, you should contact **Kurt Stephen, Cardenas, Whitis & Stephen, LLP, 100 South Bicentennial, McAllen, Texas 78501**.

C. **Disclaimer**

The Court will hold a hearing to determine whether to approve this Disclosure Statement as containing adequate information to enable parties affected by the Plan to make an informed judgment about its terms. The Court has not yet determined whether the Plan meets the legal requirements for confirmation, and the fact that the Court approves this Disclosure Statement does not constitute an endorsement of the Plan by the Court, or a recommendation that it be accepted. Objections to the adequacy of this Disclosure Statement may be filed by the deadline provided in a court order to be served on you.

II. **BACKGROUND**

A. **Description and History of the Debtor's Business**

The Debtor is a family limited partnership. Since 1998, the Debtor has been in the business of real estate investments. Kasido Corporation is the general partner of the Debtor.

Kasido Corporation is a Texas Corporation which is managed by its President Macaulay Ojeaga. Kasido Corporation holds a 3% partnership interest in Pajaamco Family Limited Partnership.

The limited partners are as follows:

- Macaulay A. Ojeaga, As Custodian for Patrick Ojeaga under the Texas Uniform Transfers to Minors Act;
- Macaulay A. Ojeaga, As Custodian for Macaulay Ojeaga, Jr. under the Texas Uniform Transfers to Minors Act;

- Macaulay A. Ojeaga, As Custodian for Angela Ojeaga under the Texas Uniform Transfers to Minors Act;
- Macaulay A. Ojeaga, As Custodian for Ashley Ojeaga under the Texas Uniform Transfers to Minors Act;
- Macaulay A. Ojeaga, As Custodian for Alice Ojeaga under the Texas Uniform Transfers to Minors Act;
- Celia T. Okenla, a/k/a Celia T. Ojeaga, As Custodian for Patrick Ojeaga under the Texas Uniform Transfers to Minors Act;
- Celia T. Okenla, a/k/a Celia T. Ojeaga, As Custodian for Macaulay Ojeaga, Jr. under the Texas Uniform Transfers to Minors Act;
- Celia T. Okenla, a/k/a Celia T. Ojeaga, As Custodian for Angela Ojeaga under the Texas Uniform Transfers to Minors Act;
- Celia T. Okenla, a/k/a Celia T. Ojeaga, As Custodian for Ashley Ojeaga under the Texas Uniform Transfers to Minors Act;
- Celia T. Okenla, a/k/a Celia T. Ojeaga, As Custodian for Alice Ojeaga under the Texas Uniform Transfers to Minors Act;

B. **Insiders of the Debtor**

Here follows a detailed list of the names of Debtor's insiders as defined in §101(31) of the United States Bankruptcy Code (the "Code") and their relationship to the Debtor. For each insider, all compensation paid by the Debtor or its affiliates to that person or entity during the two years prior to the commencement of the Debtor's bankruptcy case, as well as compensation paid during the pendency of this chapter 11 case.

1. Kasido Corporation-general partner of the Debtor.
2. Macaulay A. Ojeaga, M.D.- President of general partner and custodian.
3. Celia T. Okenla, a/k/a Celia T. Ojeaga- custodian
4. Classic Heights, LLC- entity owned by Celia T. Okenla, a/k/a Celia T. Ojeaga
5. Trans-Atlantic Home Health Care Services, Inc.-entity owned by Celia T. Okenla, a/k/a Celia T.Ojeaga
6. John Ojeaga- brother of Macaulay A. Ojeaga
7. Bose Okujaye- sister of Macaulay A. Ojeaga
8. Raymond Okujaye- husband of sister of Macaulay A. Ojeaga
9. Macaulay A. Ojeaga, As Custodian for Patrick Ojeaga under the Texas Uniform Transfers to Minors Act; (custodian for child)
10. Macaulay A. Ojeaga, As Custodian for Macaulay Ojeaga, Jr. under the Texas Uniform Transfers to Minors Act; (custodian for child)
11. Macaulay A. Ojeaga, As Custodian for Angela Ojeaga under the Texas Uniform Transfers to Minors Act; (custodian for child)
12. Macaulay A. Ojeaga, As Custodian for Ashley Ojeaga under the Texas Uniform Transfers to Minors Act; (custodian for child)
13. Macaulay A. Ojeaga, As Custodian for Alice Ojeaga under the Texas Uniform Transfers to Minors Act; (custodian for child)
14. Celia T. Okenla, a/k/a Celia T. Ojeaga, As Custodian for Patrick Ojeaga under the Texas Uniform Transfers to Minors Act; (custodian for child)
15. Celia T. Okenla, a/k/a Celia T. Ojeaga, As Custodian for Macaulay Ojeaga, Jr. under the Texas Uniform Transfers to Minors Act; (custodian for child)

16. Celia T. Okenla, a/k/a Celia T. Ojeaga, As Custodian for Angela Ojeaga under the Texas Uniform Transfers to Minors Act; (custodian for child)
17. Celia T. Okenla, a/k/a Celia T. Ojeaga, As Custodian for Ashley Ojeaga under the Texas Uniform Transfers to Minors Act; (custodian for child)
18. Celia T. Okenla, a/k/a Celia T. Ojeaga, As Custodian for Alice Ojeaga under the Texas Uniform Transfers to Minors Act; (custodian for child)
19. Hospital at Home, L.L.C.
20. TAMACE, L.L.C.

Compensation paid to insiders during previous 2 years:

Insider partners have experienced net losses and decreased capital accounts during the previous two (2) years. No compensation has been paid by the Debtor to insiders during the previous 2 years.

Compensation paid during pendency of Chapter 11:

The insiders were not compensated by the Debtor during the pendency of the Chapter 11 case.

C. Management of the Debtor Before and During the Bankruptcy

During the two (2) years prior to the date on which the bankruptcy petition was filed, the officers, directors, managers or other persons in control of the Debtor (collectively the “Managers”) were Kasido, Corporation, the general partner of Debtor. Kasido was controlled by its president Macaulay A. Ojeaga, M.D.

The Manager of the Debtor during the Debtor’s chapter 11 case has been: **Macaulay A. Ojeaga as President of Kasido Corporation, the general partner of debtor.**

After the effective date of the order confirming the Plan, the directors, officers, and voting trustees of the Debtor, or successor of the Debtor under the Plan (collectively the “Post Confirmation Managers”), will be: **Macaulay A. Ojeaga as President of Kasido Corporation, the general partner of the reorganized debtor and Macaulay A. Ojeaga, M.D. as director of Kasido Corporation.** The responsibilities and compensation of these Post Confirmation Managers are described in section II B. above of this Disclosure Statement.

D. Events Leading to Chapter 11 Filing

Because of general decline in the national economy, sales of investment non-income producing properties came to a standstill and Debtor could not make payments to its major banks, and foreclosure of properties were imminent.

E. Significant Events During the Bankruptcy Case

- **Order Approving Motion for Authorization to Sell Property Free and Clear of Liens (Unit A-13, Crosspoint Business Center Condominiums, Phase III) (Doc. #22);**
- **Order Granting Application to Employ Kurt Stephen as Counsel (Doc. #32);**

- **Order Granting Application to Employ Keith Brian Kinsolving, and Dale Davis as Real Estate Agent (Doc. #37);**
- **Order Approving Motion for Authorization to Sell Property Free and Clear of Liens (Family Recreation & Aquatic Center)(Doc. #57);**
- **Order Granting Application to Employ Santiago Gonzalez as Certified Public Accountant (Doc. #65);**
- **Agreed Order Approving Application to Employ Special Real Estate Attorney Nunc Pro Tunc Robert W. Whitis (Doc. #68);**
- **Order Approving Motion to Approve the Deed in Lieu of Foreclosure Transaction with Inter National Bank (Doc. #79);**
- **Order Granting Motion to Extend Exclusivity Period for Filing a Chapter 11 Plan and Disclosure Statement (Doc. #81);**
- **Order Conditioning Automatic Stay and Setting Final Hearing (Doc. #87);**
- **Order Authorizing Rejection of Executory Contract (Adekunle Ogunbufnmi and Ajibola Adebutu) (Doc. #95);**
- **Order Granting Application for Interim Allowance of Fees and Reimbursement of Expenses to Santiago Gonzales, Jr., CPA (Doc. #105);**
- **Order Approving Motion for Authorization to Sell Property Free and Clear of Liens (O&E Commercial Condominiums Unit 3) (Doc. #118);**
- **Order Modifying the Automatic Stay and Setting a Further Hearing (Doc. #125);**
- **Order Granting Relief from Automatic Stay (Doc. #132);**
- **Order Granting Application for Interim Allowance of Fees and Reimbursement of Expenses to Kurt Stephen, Law Offices of Cardenas, Whitis & Stephen, L.L.P. (Doc. #137);**
- **Order Granting Application for Interim Allowance of Fees and Reimbursement of Expenses to Robert W. Whitis as Special Real Estate Attorney, Law Offices of Cardenas, Whitis & Stephen, L.L.P. (Doc. #138);**

F. Projected Recovery of Avoidable Transfers

The Debtor does not intend to pursue preference, fraudulent conveyance, or other avoidance actions.

G. Claims Objections

Except to the extent that a claim is already allowed pursuant to a final non-appealable order, the Debtor reserves the right to object to claims. Therefore, even if your claim is allowed for voting purposes, you may not be entitled to a distribution if an objection to your claim is later upheld. The procedures for resolving disputed claims are set forth in Article V of the Plan.

H. Current and Historical Financial Conditions

The identity and fair market value of the estate's assets are listed in Exhibit B. This information was prepared by the Debtor based on management's knowledge of the properties.

The most recent post-petition operating report filed since the commencement of the Debtor's bankruptcy case are set forth in Exhibit C. A summary of the Debtor's periodic operating reports filed since the commencement of the Debtor's bankruptcy case is set forth in Exhibit C.

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

A. What is the Purpose of the Plan of Reorganization?

As required by the Code, the Plan places claims and equity interests in various classes and describes the treatment each class will receive. The Plan also states whether each class of claims or equity interests is impaired or unimpaired. If the Plan is confirmed, your recovery will be limited to the amount provided by the Plan.

B. Unclassified Claims

Certain types of claims are automatically entitled to specific treatment under the Code. They are not considered impaired, and holders of such claims do not vote on the Plan. They may, however, object if, in their view, their treatment under the Plan does not comply with that required by the Code. As such, the Plan Proponent has *not* placed the following claims in any class:

1. *Administrative Expenses*

Administrative expenses are costs or expenses of administering the Debtor's chapter 11 case which are allowed under § 507(a)(2) of the Code. Administrative expenses also include the value of any goods sold to the Debtor in the ordinary course of business and received within 20 days before the date of the bankruptcy petition. The Code requires that all administrative expenses be paid on the effective date of the Plan, unless a particular claimant agrees to a different treatment.

The following chart lists the Debtor's estimated administrative expenses, and their proposed treatment under the Plan:

<u>Type</u>	<u>Estimated Amount Owed</u>	<u>Proposed Treatment</u>
Expenses Arising in the Ordinary Course of Business After the	\$1,800.00 estimated	Paid in full on the effective date of the Plan.

Petition Date		
Professional Fees, as approved by the Court.	\$20,000+ (additional to prior court approval interim)	Paid in full on the effective date of the Plan, or according to separate written agreement, or according to court order if such fees have not been approved by the Court on the effective date of the Plan
Clerk's Office Fees	\$50 estimated	Paid in full on the effective date of the Plan
Other administrative expenses	That may be filed; subject to review by Debtor.	Paid in full on the effective date of the Plan or according to separate written agreement
Office of the U.S. Trustee Fees	\$ 975 estimated	Paid in full on the effective date of the Plan
TOTAL	\$22,825.00	

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 order of relief.

Debtor believes there are no priority unsecured claims under §§ 507(a)(1), (4), (5), (6) or (7) and none have been filed.

3. *Secured Claims Paid in Full*

The secured claim of Rio Bank was paid in full from the sale of the Rio Bank real estate collateral pursuant to court order Order Approving Motion for Authorization to Sell Property Free and Clear of Liens (O&E Commercial Condominiums Unit 3) (Doc. #118).

The secured claim of Lone Star National Bank was (or will be) paid in full from the sale of the Lone Star National Bank real estate collateral pursuant to court order Order Approving Motion for Authorization to Sell Property Free and Clear of Liens (Family Recreation & Aquatic Center) (Doc. #57).

The secured claims of Hidalgo County & Hidalgo Co. Drainage Dist. #1, Edinburg CISD, City of Edinburg, Pharr-San Juan-Alamo ISD, South Texas College, South Texas ISD, Cameron County, McAllen ISD and City of McAllen have been paid in full from the sales described in the two preceding paragraphs and pursuant to the conveyance to INB pursuant to Court Order (Doc. #79) approving the Deed in Lieu of Foreclosure Transaction.

C. **Classes of Claims and Equity Interests**

The following are the classes set forth in the Plan, and the proposed treatment that they will receive under the Plan:

1. *Classes of Secured Claims*

Allowed Secured Claims 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.

The following chart lists all classes containing Debtor's secured prepetition claims and their proposed treatment under the Plan:

Class #	Description	Insider? (Yes or No)	Impairment	Treatment
Class 1	Priority Claims	No	Unimpaired	“Class 1 is unimpaired by this Plan, and each holder of a Class 1 Priority Claim will be paid in full, in cash, upon the later of the effective date of this Plan as defined in Article VII, or the date on which such claim is allowed by a final non-appealable order except all ad valorem tax claims will be treated as secured claims and will be paid in full at the closings of the sales of the properties subject to such liens, (or in the case of Inter National Bank, will be paid by Inter National Bank) and added to Inter National Bank Holdings Costs), all income tax claims will be paid by the appropriate non-debtor tax payer.
Class 2-A-	Secured Claim of Inter National Bank (Deed in Lieu)	No	Unimpaired	<p>The claims of Inter National Bank “INB” are paid in full pursuant to an Agreement for Deed in Lieu of Foreclosure (“INB Agreement”), previously approved by the court on May 26, 2010. The INB Agreement contains provisions whereby INB took title to the “INB Realty” in satisfaction of its debt as of the date of the transfer. The INB Agreement provides that the Debtor will continue with the following contractual rights:</p> <ul style="list-style-type: none"> • For three years from the date of the transfer, the Debtor has the right to repurchase any tract at minimum per foot price. • So long as INB is paid 100% of its Holding Costs within three (3) years from the date of the transfer, INB will reconvey to Debtor all remaining realty to Debtor. • The “Holding Costs” include all ad valorem taxes on the realty paid by INB, all agreed engineering, platting expense on the Trenton and Rhonda property, and a 5% annual holding

	Class 2-B (Condo)		Impaired	cost. INB-SPI Condo Loan The claim of INB secured by the Debtor's South Padre Island condo shall be paid in full by selling the condo unit to an entity related to Debtor or to any third party. The condo needs repairs, has taxes owing of approximately \$10,000, and has HOA fees due. The condo is valued at approximately the sum of the combined debts. If the condo sale does not close within 180 days from the Effective Date, then all post-confirmation stays shall automatically lift on the 181 st day from the Effective Date. All stays shall simultaneously lift for taxing bodies and HOA with liens on the condo.
Class 3 –	Secured Claim of Cameron County		Impaired	Cameron County filed a secured claim. The claim will be paid in full on the sale of the Sea Island Tower unit. If such realty is not sold and such fees paid within 180 days, then on the 181 st day from the Effective Date all bankruptcy stays shall lift and Sea Island Tower shall be free to pursue all its remedies under applicable law.
Class 4-	Secured Claim of Point Isabel Independent School District	No	Impaired	The claim will be paid in full on the sale of the Sea Island Tower unit. If such realty is not sold and such fees paid within 180 days, then on the 181 st day from the Effective Date all bankruptcy stays shall lift and Sea Island Tower shall be free to pursue all its remedies under applicable law.
Class 5	Sea Island Tower		Impaired	POC was filed as Secured: Claim No. 19 for \$9,372.99 Sea Island Tower was filed as a secured claim. The claim will be paid in full on the sale of the Sea Island Tower unit. If such realty is not sold and such fees paid within 180 days, then on the 181 st day from the Effective Date all bankruptcy stays shall lift and Sea Island Tower shall be free to pursue all its remedies under applicable law.
Class 6 -	General Unsecured Creditors (non-insider)		Impaired	General unsecured creditors will be paid 100% of their allowed claims, as follows: General unsecured creditors will be paid annual distributions pro-rata, of one-fifth of their allowed claims beginning one year from the effective date. Debtor will make annual

				distributions until unsecured creditors are paid in full, 100% of the allowed unsecured claims, with 5% interest beginning on the effective date. Dr. Ojeaga will make future contributions to Debtor sufficient for Debtor to make all such payments. If real property is reconveyed to Debtor by Inter National Bank, at any time, Debtor shall promptly sell sufficient real estate to pay unsecured creditors in full, including interest as provided above, as soon as commercially practical.
Class 7	Insider Unsecured Creditors		Impaired	Insider unsecured creditors will receive no distributions on their allowed claims unless and until general non-insider unsecured creditors in Class 6 are paid in full. At such time, insiders are to be paid pro-rata from sales of net assets of the estate, so far as such sales will pay such insider unsecured claims, unless waived by any such insider
Class 8	Equity Security Holders of the Debtor		Unimpaired	Equity Security Holders will retain their equity interest in the remaining or reconveyed properties, if any, but only after unsecured creditors in Classes 6 and 7 are paid in full (or waived by appropriate means).

2. *Classes of Priority Unsecured Claims*

Certain priority claims that are referred to in §§ 507(a) 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.

Debtor believes there are no priority unsecured claims under §§ 507(a)(1), (4), (5), (6) or (7) and none have been filed.

3. *Class of General Unsecured Claims*

General unsecured claims are not secured by property of the estate and are not entitled to priority under § 507(a) of the Code.

The following chart identifies the Plan's proposed treatment of Class 6 which contain general unsecured claims against the Debtor:

Class #	Description	Impairment	Treatment
6	General Unsecured Class	IMPAIRED	General unsecured creditors will be

	(non-insider)		<p>paid 100% of their allowed claims, as follows:</p> <p>General unsecured creditors will be paid annual distributions pro-rata, of one-fifth of their allowed claims. Debtor will make annual distributions until unsecured creditors are paid in full, 100% of the allowed unsecured claims, with 5% interest beginning on the effective date. Dr. Ojeaga will make future contributions to Debtor sufficient for Debtor to make all such payments. If real property is reconveyed to Debtor by Inter National Bank, at any time, Debtor shall promptly sell sufficient real estate to pay unsecured creditors in full, including interest as provided above, as soon as commercially practical.</p>
7	Insider Unsecured Creditors	Impaired	<p>Insider unsecured creditors will receive no distributions on their allowed claims unless and until general non-insider unsecured creditors in Class 6 are paid in full. At such time, insiders are to be paid pro-rata from sales of net assets of the estate, so far as such sales will pay such insider unsecured claims, unless waived by any such insider.</p>

4. *Class of Equity Interest Holders*

Equity interest holders are parties who hold an ownership interest (*i.e.*, equity interest) in the Debtor. In a limited partnership (“LP”), the equity interest holders are the partners, general and limited.

The following chart sets forth the Plan’s proposed treatment of the class of equity interest holders:

Class #	Description	Impairment	Treatment
8	Macaulay A. Ojeaga, M.D.	UNIMPAIRED	Retain full ownership interests subject to obligations to carry out

Class #	Description	Impairment	Treatment
			the plan.
8	Celia T. Okenla, a/k/a Celia T. Ojeaga	UNIMPAIRED	Retain full ownership interests subject to obligations to carry out the plan.
8	Patrick Ojeaga, Minor	UNIMPAIRED	Retain full ownership interests subject to obligations to carry out the plan.
8	Macaulay Ojeaga, Jr., Minor	UNIMPAIRED	Retain full ownership interests subject to obligations to carry out the plan.
8	Alice Ojeaga, Minor	UNIMPAIRED	Retain full ownership interests subject to obligations to carry out the plan.
8	Ashley Ojeaga, Minor	UNIMPAIRED	Retain full ownership interests subject to obligations to carry out the plan.
8	Angela Ojeaga, Minor	UNIMPAIRED	Retain full ownership interests subject to obligations to carry out the plan.
8	Kasido Corporation	UNIMPAIRED	Retain full ownership interests subject to obligations to carry out the plan.

D. Means of Implementing the Plan

1. *Source of Payments*

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

Sales of assets and personal infusion.

Properties transferred to Inter National Bank pursuant to Court Order (Doc. #79) contain a provision that if sale of properties are sufficient to pay Inter National Bank in full within 3 years, the balance of property shall be reconveyed to Debtor. In such event, Debtor will sell sufficient

reconveyed property to pay in full any outstanding balance of claims to all general (non-insider) unsecured creditors. In the event Inter National Bank sales are made in less than three (3) years sufficient to pay Inter National Bank in full, Debtor will promptly sell sufficient reconveyed property to pay general (non-insider) unsecured creditors in full. In the event no properties are reconveyed to Debtor, Debtor will continue making annual distributions of 1/5 of each allowed unsecured claim until such claims are paid in full unsecured claims will bear 5% interest from the effective date; the source of such funds (if Inter National Bank properties are not reconveyed for any reason) will be infusions from Dr. Ojeaga's medical practice and/or personal assets, sufficient in amount and timing to complete the plan distributions. This obligation to unsecured creditors will be personally guaranteed by Dr. Ojeaga.

2. *Post-confirmation Management*

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

Name	Affiliations	Insider (yes or no)?	Position	Compensation
Macaulay Ojeaga	President of Kasido Corporation, general partner of the Debtor	Yes	President of Kasido Corporation, general partner of the Debtor	None from the Debtor

E. **Risk Factors**

The proposed Plan has the following risks:

The economy and real estate market may not improve at a pace to allow the Debtor to receive reconveyed property or the economy could deteriorate further; the unsecured creditors will therefore need to rely on Dr. Ojeaga's medical practice and assets to complete payment of the unsecured allowed claims in full. Dr. Ojeaga's medical practice depends on his future health and continued ability to produce income.

F. **Executory Contracts and Unexpired Leases**

Assumption means that the Debtor has elected to continue to perform the obligations under such contracts and unexpired leases, and to cure defaults of the type that must be cured under the Code, if any. The Debtor assumes the following executory contracts and/or unexpired leases effective upon the "Effective Date" of this Plan:

The Deed in Lieu of Foreclosure transaction remaining contractual rights with Inter National Bank.

Obligations related to the South Padre Island Condo.

If you object to the assumption of your unexpired lease or executory contract, the proposed cure of any defaults, or the adequacy of assurance of performance, you must file and serve your

objection to the Plan within the deadline for objecting to the confirmation of the Plan, unless the Court has set an earlier time.

All executory contracts and unexpired leases that are not listed in the previous paragraph and if not already rejected by prior court order will be rejected under the Plan. Consult your adviser or attorney for more specific information about particular contracts or leases.

If you object to the rejection of your contract or lease, you must file and serve your objection to the Plan within the deadline for objecting to the confirmation of the Plan.

The Deadline for Filing a Proof of Claim Based on a Claim Arising from the Modification of the Buy Back provision Is 30 days from the effective date. Any claim based on the modification of the buy back provision will be barred if the proof of claim is not timely filed within 30 days from the effective date of the plan.

G. Tax Consequences of Plan

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.

The following are the anticipated tax consequences of the Plan:

1. Realization and Recognition of Gain or Loss in General

The federal income tax consequences of the implementation of the Plan to a holder of a Claim will depend, among other things, upon the origin of the holder's Claim, when the holder's Claim becomes an Allowed Claim, when the holder receives payment in respect of the Claim, whether the holder reports income using the accrual or cash method of accounting, whether the holder has taken a bad debt deduction or worthless security deduction with respect to the Claim and whether the Claim constitutes a "security" for federal income tax purposes. Generally, a holder of an Allowed Claim will realize gain or loss on the exchange under the Plan of its Allowed Claim for stock and other property (such as Cash and new debt instruments), in an amount equal to the difference between (i) the sum of the amount of any Cash, the issue price of any debt instrument, and the fair market value on the date of the exchange of any other property received by the holder (other than any consideration attributable to a Claim for accrued but unpaid interest) and (ii) the adjusted basis of the Allowed Claim exchanged therefore (other than basis attributable to accrued but unpaid interest previously included in the holder's taxable income). The treatment of accrued but unpaid interest and amounts allocable thereto varies depending on the nature of the holder's claim and is discussed below.

Whether or not such realized gain or loss will be recognized (i.e., taken into account) for federal income tax purposes will depend in part upon whether the exchange qualifies as a recapitalization or other "reorganization" as defined in the Tax Code, which may in turn depend upon whether the Claim exchanged is classified as a "security" for federal income tax purposes. The term "security" is not defined in the Tax Code or in the Treasury Regulations. One of the most significant factors considered in determining whether a particular debt instrument is a security is the original term thereof. In general, the longer the term of an instrument, the greater the likelihood that it will be considered a security. As a general rule, a debt instrument having an

original term of 10 years or more will be classified as a security, and a debt instrument having an original term of fewer than five years will not. Debt instruments having a term of at least five years but less than 10 years are likely to be treated as securities, but may not be, depending upon their resemblance to ordinary promissory notes, whether they are publicly traded, whether the instruments are secured, the financial condition of the Debtor at the time the debt instruments are issued and other factors. Each holder of an Allowed Claim should consult his or her own tax adviser to determine whether his or her Allowed Claim constitutes a security for federal income tax purposes.

2. Holders of Allowed Claims

Holders of Allowed Claims will be paid pursuant to the terms of the confirmed plan after the later of the effective date or the date of allowance. A holder of an Administrative Claim should recognize ordinary income upon receipt of payment to the extent that the Claim arose in connection with the performance of services and the amount of the payment had not previously been included in income. To the extent that the Claim did not arise in connection with the performance of services, the Claimholder should recognize gain or loss in an amount equal to the difference between the amount received and his or her tax basis in the Claim. The gain or loss should be capital gain or loss under Section 1221 of the Tax Code to the extent that the Claim did not arise in the ordinary course of a trade or business or from the sale of inventory, in which case the gain or loss should generally be treated as ordinary. Any capital gain or loss recognized by a holder of a Claim should be long-term capital gain or loss with respect to a Claim held for more than one year.

3. Withholding and Reporting

The Debtor will withhold all amounts required by law to be withheld and will comply with all applicable reporting requirements of the Tax Code. Under the Tax Code, interest, dividends and other “reportable payments” may under certain circumstances be subject to “backup withholding” at a rate equal to the fourth lowest rate of tax under Section 1(c) of the Tax Code. Backup withholding generally applies if the Holder (i) fails to furnish his social security number or other taxpayer identification number (“TIN”), (ii) furnishes an incorrect TIN, (iii) fails to report interest or dividends or (iv) under certain circumstances fails to provide a certified statement, signed under penalty of perjury, that the TIN provided is his correct number and the Holder is not subject to backup withholding.

AS INDICATED ABOVE, THE FOREGOING IS INTENDED TO BE A SUMMARY ONLY AND NOT A SUBSTITUTE FOR CAREFUL TAX PLANNING WITH A TAX PROFESSIONAL. THE FEDERAL, STATE AND LOCAL TAX CONSEQUENCES OF THE PLAN COULD BE COMPLEX AND, IN SOME CASES, UNCERTAIN. ACCORDINGLY, EACH HOLDER OF A CLAIM OR INTEREST IS STRONGLY URGED TO CONSULT WITH HIS OR HER OWN TAX ADVISER REGARDING THE FEDERAL, STATE AND LOCAL TAX CONSEQUENCES OF THE PLAN WITH RESPECT TO THAT PERSON.

B. Consequences to Reorganized Debtor

1. Discharge of Indebtedness Income Generally

Generally, a taxpayer recognizes cancellation of indebtedness (“COD”) income upon satisfaction of its outstanding indebtedness for less than its adjusted issue price. The amount of COD income is, in general, the excess of (i) the adjusted issue price of the indebtedness satisfied, over (ii) the issue price of any new indebtedness issued by the taxpayer, the amount of cash and the fair market value of any other consideration (including stock of the taxpayer) given in exchange for the indebtedness satisfied.

However, COD income is not included in gross income to a Debtor if the discharge occurs in a Title 11 case or the discharge occurs when the Debtor is insolvent (except with respect to certain discharged intercompany debt that is treated as both income and an offsetting loss to the group). Rather the Debtor generally must, after determining its tax for the taxable year of discharge, reduce its net operating losses (“NOL(s)”) and any capital loss carryovers first and then, as of the first day of the next taxable year, reduce the tax basis of its assets by the amount of COD income excluded from gross income by this exception.

All income of the Debtor or any of the related entities will be subject to federal income taxes. Generally, the sale of assets will be subject to taxes on the income as capital gains and will come out of the proceeds of the sales as set out in the closing statement or as required by the IRS, or otherwise reserved for the payment of IRS taxes.

THE DISCUSSION SET FORTH IN THIS DISCLOSURE STATEMENT IS INCLUDED FOR GENERAL INFORMATION ONLY. ALL CREDITORS AND EQUITY HOLDERS SHOULD CONSULT THEIR OWN TAX ADVISORS REGARDING THE FEDERAL INCOME TAX CONSEQUENCES CONTEMPLATED UNDER OR IN CONNECTION WITH THE PLAN, AS WELL AS STATE AND LOCAL TAX CONSEQUENCES AND FEDERAL ESTATE AND GIFT TAXES.

IV. CONFIRMATION REQUIREMENTS AND PROCEDURES

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

A. Who May Vote or Object

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

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

In this case, the Plan Proponent believes that classes 2-B, 3, 4, 5, 6 and 7 are impaired and that holders of claims in each of these classes are therefore entitled to vote to accept or reject the Plan. The

Plan Proponent believes that classes 1, 2-A and 8 are unimpaired and that holders of claims in each of these classes, therefore, do not have the right to vote to accept or reject the Plan.

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

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

The deadline for filing a proof of claim in this case is August 10, 2009.

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

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

3. *Who is **Not** Entitled to Vote*

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

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

Even If You Are Not Entitled to Vote on the Plan, You Have a Right to Object to the Confirmation of the Plan and to the Adequacy of the Disclosure Statement.

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

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

B. **Votes Necessary to Confirm the Plan**

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

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

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

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

2. *Treatment of Nonaccepting Classes*

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

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

C. **Liquidation Analysis**

To confirm the Plan, the Court must find that all creditors and equity interest holders who do not accept the Plan will receive at least as much under the Plan as such claim and equity interest holders would receive in a chapter 7 liquidation. A liquidation analysis is attached to this Disclosure Statement as Exhibit D.

D. **Feasibility**

The Court must find that confirmation of the Plan is not likely to be followed by the liquidation, or the need for further financial reorganization, of the Debtor or any successor to the Debtor, unless such liquidation or reorganization is proposed in the Plan.

1. *Ability to Initially Fund Plan*

The Plan Proponent believes that the Debtor will have enough cash on hand on the effective date of the Plan to pay all the claims and expenses that are entitled to be paid on that date. Tables showing the amount of cash on hand on the effective date of the Plan, and the sources of that cash are attached as Exhibit E.

2. *Ability to Make Future Plan Payments And Operate Without Further Reorganization*

The Plan Proponent must also show that it will have enough cash over the life of the Plan to make the required Plan payments.

The Plan Proponent has provided projected financial information. Those projections are listed in Exhibit G.

The Plan Proponent's financial projections show that Dr. Ojeaga will contribute sufficient amounts to pay general unsecured creditors annual dividends to pay such creditors in full within five (5) years from the Effective Date. The final Plan payment is expected to be paid by the end of 2015, if not paid off sooner.

You Should Consult with Your Accountant or other Financial Advisor If You Have Any Questions Pertaining to These Projections.

V. EFFECT OF CONFIRMATION OF PLAN

A. **Discharge** 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)(1)(A) of the Code. The Debtor will not be discharged from any debt imposed by this Plan.

B. Modification of Plan

The Plan Proponent may modify the Plan at any time before confirmation of the Plan. However, the Court may require a new disclosure statement and/or revoting on the Plan.

"The Plan Proponent 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 Court authorizes the proposed modifications after notice and a hearing."

C. Final Decree

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

VI. OTHER PLAN PROVISIONS

The Debtor reserves all pre-petition and post-petition rights, remedies and causes of action against all parties.

The U.S. Bankruptcy Court shall retain and have exclusive jurisdiction over the Chapter 11 Case for purposes set forth therein, but if the Bankruptcy Court abstains from exercising, or declines to exercise jurisdiction or is otherwise without jurisdiction over any matter arising out of or relating to the Chapter 11 case, nothing shall prohibit or limit the exercise of jurisdiction by any other court having competent jurisdiction with respect to such matter.

After confirmation, the Court will retain jurisdiction of the Debtor for purposes of implementing and consummating the Plan.

The Bankruptcy Court shall retain exclusive jurisdiction conferred upon it by the Bankruptcy Reform Act of 1978, including all amendments now existing or hereafter arising and all amendments made to Title 28 of the United States Code after October 1, 1979. In addition, the Bankruptcy Court shall have such jurisdiction as is otherwise conferred upon it by law, rule, or statute or Act of Congress by H.R. 5174, the Bankruptcy Amendments and Federal Judgeship Act of 1984, by any other legislation, or by this Plan. Without limiting the foregoing in any way, the Bankruptcy Court shall retain exclusive jurisdiction of the Debtor's case after confirmation with respect to the following matters:

- a) To hear and determine all claims, and all objections to claims, including claims arising from the rejection of any executory contract and any objections that may be made thereto;
- (b) To hear and determine all civil litigation removed to the Bankruptcy Court pursuant to 28 U.S.C. § 1452 and BR 9027;
- (c) To liquidate or estimate damages or determine the manner and time for such liquidation or estimation in connection with any contingent or unliquidated claim;
- (d) To adjudicate all claims to any lien on the Debtor's estate property or any proceeds thereof;
- (e) To adjudicate all claims or controversies arising during the pendency of the Debtor's Case;
- (f) To recover all assets and properties of the Debtor, wherever located, to the extent necessary for the consummation of the Plan;
- (g) To allow, disallow, or subordinate any claim;
- (h) To resolve any disputes pertaining to the terms and conditions of the sale of any property under the Plan;
- (i) To resolve any disputes pertaining to the operating affairs of the estate during the pendency of the Debtor's case;
- (j) To enter any orders that may be necessary or appropriate to carry out or enforce the provisions, purposes or intent of the Plan;
- (k) To make any valuation determinations that may be called for by the Plan;
- (l) To determine any defaults under the Creditor Plan, and the consequences of such defaults;
- (m) To determine and resolve any motions to revoke confirmation or motions to dismiss the Debtor's Case;
- (n) To resolve any disputes over the meaning of any provision of the Plan;
- (o) To resolve any disputes regarding any property that might be retained by the Debtor under the Plan;
- (p) To resolve any disputes regarding the administration of the Plan.
- (q) To enter a Final Decree pursuant to 11 U.S.C. § 350 and B.R. 3022; and

- (r) To determine and allow amendments or modifications to the Plan;
- (s) To resolve any dispute between the Debtor in Possession and any third party concerning the Debtor in Possession's performance of its duties.

If the Bankruptcy Court abstains from exercising or declines to exercise jurisdiction or is otherwise without jurisdiction over any matter set forth herein, this Article shall have no affect upon and shall not control, prohibit or limit the exercise of jurisdiction by any court having competent jurisdiction with respect to such matter.

**PAJAAMCO Family Limited Partnership a Texas
Limited Partnership**

**By: Kasido Corporation, a Texas Corporation its sole
general partner**

/S/MACAULAY A. OJEAGA

By: Macaulay A. Ojeaga, President

/S/KURT STEPHEN

By: Kurt Stephen, Attorney for the Debtor

Exhibit A – Copy of Proposed Plan of Reorganization

PLEASE SEE ATTACHED EXHIBIT “A”

Exhibit B – Identity and Value of Material Assets of Debtor

No.	Asset	Value of Asset
1	INB Land expected reconveyance (Estimated value of the contract requirement of reconveyance of property after INB is paid in full, including Holding Costs)	\$500,000.00
2	SPI Condo	\$225,000.00
Total		\$725,000.00

Exhibit C – [Most Recently Filed Postpetition Operating Report]
[Summary of Postpetition Operating Reports]

PLEASE SEE ATTACHED EXHIBIT C (Part 1)- JUNE 2010 MOR

Exhibit C - [Most Recently Filed Postpetition Operating Report]
[Summary of Postpetition Operating Reports]

Exhibit C (Part 2)
Summary of Postpetition Operating Reports

MOR Month	Date MOR Filed
January 2010	April 1, 2010 #46
February 2010	April 1, 2010 #47
(1st) AMENDED January 2010	April 14, 2010 #50
(1st) AMENDED February 2010	April 14, 2010 #51
March 2010	May 20, 2010 #74
April 2010	May 20, 2010 #75
(2nd) AMENDED January 2010	June 10, 2010 #88
(2nd) AMENDED February 2010	June 10, 2010 #89
(1st) AMENDED March 2010	June 10, 2010 #90
(1st) AMENDED April 2010	June 10, 2010 #91
May 2010	July 14, 2010 #120
June 2010	July 20, 2010 #124

Exhibit D – Liquidation Analysis

No.	Asset	Debtor Value	Debt	Net Values
1.	INB Land expected reconveyance	\$500,000.00		\$500,000.00
2.	SPI Condo	\$225,000.00	\$225,000.00	\$0.00
3.	Cash on Hand	\$264.27		\$264.27
Total				\$500,264.27

The length and severity of the national and local depressed real estate markets have greatly reduced any expectation of previously believed values of real estate. The expectation of \$500,000 value from reconveyance within 3 years of the Inter National Bank transaction (discussed in Class 2-A at page 9) is Debtor's best good-faith estimate.

In Chapter 7 all properties would be "under water" and would be abandoned by the Chapter 7 Trustee to the bank lenders. Likely, the \$500,000.00 in three (3) years expectation would also be abandoned, or greatly reduced in value, to where general unsecured creditors would receive little or no distribution, certainly they would receive less distribution than the 100% (plus interest) which is required by this plan.

Exhibit E – Cash on hand on the effective date of the Plan

Cash on hand on effective date of the Plan		\$21,225.00
Less -		
Amount of administrative expenses payable on effective date of the Plan		- \$975.00
Amount of statutory costs and charges		-
Amount of cure payments for executory contracts		
Other Plan Payments due on effective date of the Plan:		
	Attorney Fees	\$20,000.00
	Clerk's office fees est.	\$50.00
	SPI condo expenses (electricity)	\$200.00
Balance after paying these amounts.....		\$0.00

The sources of the cash Debtor will have on hand by the effective date of the Plan are estimated as follows:

\$	Cash in Debtor's bank account now		\$264.27
+	Additional cash Debtor will accumulate from net earnings between now and effective date of the Plan (state the basis for such projections)		+
+	Borrowing (separately state terms of repayment)		+
+	Capital Contributions		+
+	Other : Dr. Macaulay Ojeaga will loan or contribute \$20,960.73 to pay administrative expenses.		\$20,960.73
\$	Total (This number should match "cash on hand" figure noted above)		\$21,225.00

Exhibit F – Projections of Cash Flow and Earnings for Post-Confirmation Period

1 year interest).....	1/5 of Unsecured Creditors (non-insiders) payment (plus 5% interest).....	\$41,575.46
2 year interest).....	1/5 of Unsecured Creditors (non-insiders) payment (plus 5% interest).....	\$41,575.46
3 year	\$500,000 value reconveyed from INB transaction or 1/5 of Unsecured Creditors (non-insiders) payment (plus 5% interest).....	\$41,575.46
4 year interest).....	1/5 of Unsecured Creditors (non-insiders) payment (plus 5% interest).....	\$41,575.46
5 year interest).....	1/5 of Unsecured Creditors (non-insiders) payment (plus 5% interest).....	\$41,575.46

Exhibit G

1 year contribution by Dr. Macaulay Ojeaga.....	\$41,575.46
2 year contribution by Dr. Macaulay Ojeaga.....	\$41,575.46
3 year contribution by Dr. Macaulay Ojeaga.....	\$41,575.46
4 year contribution by Dr. Macaulay Ojeaga.....	\$41,575.46
5 year contribution by Dr. Macaulay Ojeaga.....	\$41,575.46