## United States Bankruptcy Court Northern District of California

In re:	re:	RADICAND,	INC	Case	No.	17-30708
				Chap <sup>*</sup>	ter 1	11

[PROPOSED] COMBINED PLAN OF REORGANIZATION
AND [APPROVED] [TENTATIVELY APPROVED] DISCLOSURE STATEMENT
(date)

#### INTRODUCTION

This is Debtor's Combined Chapter 11 Plan of Reorganization and Disclosure Statement (the Plan). The Plan identifies each known creditor by name and describes how each claim will be treated if the Plan is confirmed.

Part 1 contains the treatment of creditors with secured claims; Part 2 contains the treatment of general unsecured creditors:(a pro-rata portion of \$34,882.42, likely to result in a 10.00% recovery of allowed claims). Taxes and other priority claims would be paid in full, as shown in Part 3.

Most creditors (those in impaired classes) are entitled to vote on confirmation of the Plan. Completed ballots must be received by Debtor's counsel, and objections to confirmation must be filed and served, no later than March 9, 2018. The court will hold a hearing on confirmation of the Plan on March 16, 2018 at 10 a.m.

Attached to the Plan are exhibits containing financial information that may help you decide how to vote and whether to object to confirmation. Exhibit 1 includes background information regarding Debtor and the events that led to the filing of the bankruptcy petition and describes significant events that have occurred during this Chapter 11 case. Exhibit 2 contains an analysis of how much creditors would likely receive in a Chapter 7 liquidation. Exhibit 3 shows Debtor's monthly income and expenses. Exhibit 4 describes how much Debtor is required to pay on the effective date of the plan. Exhibit 5 shows Debtor's monthly income and expenses related to each investment property.

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Whether the Plan is confirmed is subject to complex legal rules that cannot be fully described here. You are strongly encouraged to read the Plan carefully and to consult an attorney to help you determine how to vote and whether to object to confirmation of the Plan.

If the Plan is confirmed, the payments promised in the Plan constitute new contractual obligations that replace the Debtor's pre-confirmation debts. Creditors may not seize their collateral or enforce their pre-confirmation debts so long as Debtor performs all obligations under the Plan. If Debtor defaults in performing Plan obligations, any creditor can file a motion to have the case dismissed or converted to a Chapter 7 liquidation, or enforce their non-bankruptcy rights. Debtor will be discharged from all pre-confirmation debts (with certain exceptions) if Debtor makes all Plan payments. Enforcement of the Plan, discharge of the Debtor, and creditors' remedies if Debtor defaults are described in detail in Parts 5 and 6 of the Plan.

#### PART 1: TREATMENT OF SECURED CREDITORS

[select appropriate sections and delete those that are not applicable]

## Property to be Surrendered.

Class	Name of Creditor	Description of Collateral
1A		

Debtor will surrender the above collateral on the Effective Date of the Plan. The confirmation order will constitute an order for relief from stay. Any secured claim is satisfied in full through surrender of the collateral. Any deficiency claim is a general unsecured claim treated in Part 2. Creditors in these classes shall retain their interest in the collateral. These secured claims are not impaired and are not entitled to vote on confirmation of the Plan.

## Creditors' Rights Remain Unchanged.

Class	Name of Creditor	Description of Collateral		
	Wells Fargo	55 Grace Street, San Francisco, CA		

These creditors' legal, equitable, and contractual rights remain unchanged with respect to the above collateral. The confirmation order will constitute an order for relief from stay. Creditors in these classes shall retain their interest in the collateral until paid in full. These secured claims are not impaired and are not entitled to vote on confirmation of the Plan.

## Debtor to Make Regular Payments and Pay Arrears Over Time.

Class	Name of Creditor	Collateral	Regular Monthly Payment	r A	Estimated Arrears	Rate	erest e on ears	Monthly Payment on Arrears
Class								
Name of	Creditor							
Collate	ral							
Regular Payment	Monthly							
Estimat	ed Arrears							
Interes	t Rate on							
Monthly Arrears	Payment on							

Debtor will pay the entire amount contractually due by making all post-confirmation regular monthly payments, and by paying all pre-confirmation arrears (including attorneys fees and late charges) with interest in [number] equal monthly payments, due the [number] day of the month, starting [month & year] on the above secured claims. To the extent arrears are determined to be other than as shown above, appropriate adjustments will be made in the number of payments. Creditors in these classes shall retain their interest in the collateral until paid in full.

Creditors in these classes may not repossess or dispose of

their collateral so long as Debtor is not in material default under the Plan (defined in Part 6(c)). These secured claims are impaired and entitled to vote on confirmation of the Plan.

# Debtor to Strip Lien to Value of Collateral and Pay Over Time.

[select one form of table and delete the other]

Class	Name of Creditor	Collateral	Value	Interest Rate	Monthly Payment

Class		
Name of Creditor		
Collateral		
Value		
Interest Rate		
Monthly Payment		

Debtor contends that the value of the collateral is less than the amount of the claim. Before confirmation, Debtor will obtain an order from the court determining the value of the above collateral. Debtor will pay as a secured claim the amount equal to the value of the collateral. Debtor will pay the above secured claim in full with interest from the Effective Date of the Plan through [number] equal monthly payments. Payments will be due on the [number] day of the month, starting [month & year]. Any remaining amount due is a general unsecured claim treated in Part 2. Creditors in these classes shall retain their interest in the collateral until Debtor makes all payments on the allowed secured claim specified in the Plan.

Creditors in these classes may not repossess or dispose of their collateral so long as Debtor is not in material default under the Plan (defined in Part 6(c)). The Court's Guidelines for Valuing and Avoiding Liens in Individual Chapter 11 Cases and Chapter 13 Cases will apply. These secured claims are impaired and are entitled to vote on confirmation of the Plan.

Payments to claimants in these classes may continue past the date Debtor obtains a discharge. The claimants' rights against

its collateral shall not be affected by the entry of discharge, but shall continue to be governed by the terms of this Plan.

## Debtor to Strip Off Lien.

Class	Name of Creditor	Collateral	Amount Due

Prior to confirmation, Debtor will obtain an order(s) or stipulation(s) fixing the secured amount of the above creditors' claims at zero. Debtor will pay nothing to those creditors as secured claims. Any claim of a creditor whose lien is stripped is a general unsecured claim treated in Part 2. Creditors in these classes shall retain their interest in the collateral consistent with the Court's Guidelines for Valuing and Avoiding Liens in Individual Chapter 11 Cases and Chapter 13 Cases.

Creditors in these classes may not repossess or dispose of their collateral so long as Debtor is not in material default under the Plan (defined in Part 6(c)). The Court's Guidelines for Valuing and Avoiding Liens in Individual Chapter 11 Cases and Chapter 13 Cases will apply. These secured claims are impaired and are entitled to vote on confirmation of the Plan.

## Debtor to Adjust Terms and Pay Amount Due in Full Over Time.

[select one form of table and delete the other]

Class	Name of Creditor	Collateral	Amount Due	Interest Rate	Monthly Payment	Term

Class		
Name of Creditor		
Collateral		
Amount Due		
Interest Rate		
Monthly Payment		
Term		

Debtor will pay the entire amount contractually due with interest through thirty six equal monthly payments, due the 15<sup>th</sup> day of the month, starting July, 2018 on the above secured claims. Creditors in these classes shall retain their interest in the collateral until Debtor makes all payments on the allowed secured claim specified in the Plan.

Creditors in these classes may not repossess or dispose of their collateral so long as Debtor is not in material default under the Plan (defined in Part 6(c)). These secured claims are impaired and are entitled to vote on confirmation of the Plan.

Payments to claimants in these classes may continue past the date Debtor obtains a discharge. The claimants' rights against its collateral shall not be affected by the entry of discharge, but shall continue to be governed by the terms of this Plan.

## Property to be Sold.

Class	Name of Creditor	Collateral	Value of Collateral	Monthly Payment

Class		
Name of Creditor		
Collateral		
Value of Collateral		
Monthly Payment		

Debtor will sell the above collateral by July 15, 2018 paying secured creditors from the proceeds of the sale. Debtor will file a motion for approval of any such sale on 28 days notice to lien holders. Unless the court orders otherwise, a lienholder whose lien is not in bona fide dispute may credit bid the amount of its lien at the sale. Any deficiency claim is a general unsecured claim treated in Part 2.

Debtor will make the following monthly payments pending the closing of the sale, due the  $15^{\rm th}$  day of the month, starting

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[month & year].

Creditors in these classes may not repossess or dispose of their collateral so long as Debtor is not in material default under the Plan (defined in Part 6(c)). These secured claims are impaired and are entitled to vote on confirmation of the Plan.

PART 2: TREATMENT OF GENERAL UNSECURED CREDITORS Class 2(a). Small Claims.

Name of Creditor	Amount of Claim	Amount to be Paid
Scott Steber	\$16,110.12	\$3,220.02
Michael Chiasson	\$8,224.11	\$1,644.82
Maya Kelley	\$2,132.17	\$426.42
Brentley Wiles	\$5,294.89	\$1,058.98
Eric Hale	\$12,681.16 (Disputed)	\$2,536.24

This class includes any creditor whose allowed claim is \$ 20,000 or less, and any creditor in Class 2(b) whose allowed claim is larger than \$24,000.00 but agrees to reduce its claim to less than \$4,000.00. Each creditor will receive on the Effective Date of the Plan a single payment equal to the lesser of its allowed claim.

Creditors in this class may not take any collection action against Debtor so long as Debtor is not in material default under the Plan (defined in Part 6(c)). Claimants in this class are impaired and are entitled to vote on confirmation of the Plan, unless their claims are paid in full with interest on the Effective Date of the Plan.

Class 2(b). [Other] General Unsecured Claims.

Name of Creditor	Amount of Claim	Disputed Y/N	Amount to be Paid	[Single] Payment
Focal Systems (Fenwick & West counsel)	\$119,896.73	N	\$10,000.00	\$10,000.00
Character, Inc.	\$123,915.04	N	\$10,000.00	\$10,000.00
55 Grace Street, LLC	\$24,266.58	N	\$2,408.12	\$2,408.12
Comar Law	\$35,878.24	N	\$3,587.82	\$3,587.82

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[All known non-priority unsecured creditors, including deficiency claims, and rejection claims, whether scheduled or based on proofs of claim on file excluding those listed in Class 2(a), must be listed in the above table.]

Allowed claims of general unsecured creditors [not treated as small claims] (including allowed claims of creditors whose executory contracts or unexpired leases are being rejected under this Plan) shall be paid as follows:

**Pot Plan.** Creditors will receive a pro-rata share of a fund totaling \$34,882.42. Pro-rata means the entire amount of the fund divided by the entire amount owed to creditors with allowed claims in this class.

Creditors in this class may not take any collection action against Debtor so long as Debtor is not in material default under the Plan (defined in Part 6(c)). This class is impaired and is entitled to vote on confirmation of the Plan. Debtor has indicated above whether a particular claim is disputed.

# PART 3: TREATMENT OF PRIORITY AND ADMINISTRATIVE CLAIMS (a) Professional Fees.

Debtor will pay the following professional fees in full on the Effective Date, or upon approval by the court, whichever is later.

Name and Role of Professional	Estimated Amount

The following professionals have agreed to accept payment over time as follows.

Name and Role of Professional	Estimated Amount	Payment Amount	Number of Payments

Professionals may not take collection action against Debtor

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so long as Debtor is not in material default under the Plan (defined in Part 6(c)). Estate professionals are not entitled to vote on confirmation of the Plan.

(b) Other Administrative Claims. Debtor will pay other allowed claims entitled to priority under section 503(b) in full on the Effective Date; except expenses incurred in the ordinary course of Debtor's business or financial affairs, which shall be paid when normally due and payable (these creditors are not listed below). All fees payable to the United States Trustee as of confirmation will be paid on the Effective Date; post-confirmation fees to the United States Trustee will be paid when due.

Administrative Creditors may not take any collection action against Debtor so long as Debtor is not in material default under the Plan (defined in Part 6(c)). Administrative claimants are not entitled to vote on confirmation of the Plan.

Name of Administrative Creditor	Estimated Amount of Claim

(c) <u>Tax Claims</u>. Debtor will pay allowed claims entitled to priority under section 507(a)(8) in full over time with interest (at the non-bankruptcy statutory interest rate) in equal amortizing payments in accordance with section 511 of the Bankruptcy Code. Payments will be made quarterly, due on the 15<sup>th</sup> day of the quarter, starting July 2018. To the extent amounts owed are determined to be other than as shown below, appropriate adjustments will be made in the number of payments.

Priority tax creditors may not take any collection action against Debtor so long as Debtor is not in material default under the Plan (defined in Part 6(c)). Priority tax claimants are not entitled to vote on confirmation of the Plan.

Name of Creditor	Estimated Amount of Claim	Statutory Interest Rate	Payment Amount	Number of Payments

### PART 4: EXECUTORY CONTRACTS AND UNEXPIRED LEASES

(a) Executory Contracts/Unexpired Leases Assumed. Debtor assumes the following executory contracts and/or unexpired leases upon confirmation of this Plan and will perform all pre-confirmation and post-confirmation obligations thereunder. Post-confirmation obligations will be paid as they come due. Pre-confirmation arrears will be paid [select one] [in full on the Effective Date] in [number] equal [monthly/quarterly] installments beginning on the first day of [month & year].

Name of Counter- Party	Description of Contract/Lease	Estimated Total Cure Amount	Installment Amount	Number of Installments

(b) Executory Contracts/Unexpired Leases Rejected. Debtor rejects the following executory contracts and/or unexpired leases and surrenders any interest in the affected property, and allows the affected creditor to obtain possession and dispose of its property, without further order of the court. Claims arising from rejection of executory contracts have been included in Class 2 (general unsecured claims).

Name of Counter-Party	Description of Contract/Lease

(c) Executory contracts and unexpired leases not specifically assumed or rejected above will be deemed [select one] [assumed/rejected].

#### PART 5: DISCHARGE AND OTHER EFFECTS OF CONFIRMATION

- (a) <u>Discharge</u>. Debtor shall not receive a discharge of debts until Debtor makes all payments due under the Plan or the court grants a hardship discharge.
- (b) <u>Vesting of Property</u>. On the Effective Date, all property of the estate and interests of the Debtor will vest in the reorganized Debtor pursuant to § 1141(b) of the Bankruptcy Code free and clear of all claims and interests except as provided in this Plan, subject to revesting upon conversion to Chapter 7 as provided in Part 6(f) below.

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(c) <u>Plan Creates New Obligations</u>. Except as provided in Part 6(d) and (e), the obligations to creditors that Debtor undertakes in the confirmed Plan replace those obligations to creditors that existed prior to the Effective Date of the Plan. Debtor's obligations under the confirmed Plan constitute binding contractual promises that, if not satisfied through performance of the Plan, create a basis for an action for breach of contract under California law. To the extent a creditor retains a lien under the Plan, that creditor retains all rights provided by such lien under applicable non-Bankruptcy law.

#### PART 6: REMEDIES IF DEBTOR DEFAULTS IN PERFORMING THE PLAN

- (a) <u>Creditor Action Restrained</u>. The confirmed Plan is binding on every creditor whose claims are provided for in the Plan. Therefore, even though the automatic stay terminates on the Effective Date with respect to secured claims, no creditor may take any action to enforce either the pre-confirmation obligation or the obligation due under the Plan, so long as Debtor is not in material default under the Plan, except as provided in Part 6(e) below.
- (b) Obligations to Each Class Separate. Debtor's obligations under the Plan are separate with respect to each class of creditors. Default in performance of an obligation due to members of one class shall not by itself constitute a default with respect to members of other classes. For purposes of this Part 6, the holders of all administrative claims shall be considered to be a single class, the holders of all priority claims shall be considered to be a single class, and each non-debtor party to an assumed executory contract or lease shall be considered to be a separate class.
- (c) <u>Material Default Defined</u>. If Debtor fails to make any payment, or to perform any other obligation required under the Plan, for more than 10 days after the time specified in the Plan for such payment or other performance, any member of a class affected by the default may serve upon Debtor and Debtor's attorney (if any) a written notice of Debtor's default. If Debtor fails within 30 days after the date of service of the notice of default either: (i) to cure the default; (ii) to obtain from the court an extension of time to cure the default; or (iii) to obtain from the court a determination that no default occurred, then Debtor is in Material Default under the Plan to all the members of the affected class.

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- (d) Remedies Upon Material Default. Upon Material Default, any member of a class affected by the default: (i) may file and serve a motion to dismiss the case or to convert the case to Chapter 7; or (ii) without further order of the court has relief from stay to the extent necessary, and may pursue its lawful remedies to enforce and collect Debtor's pre-confirmation obligations.
- (e) Claims not Affected by Plan. Upon confirmation of the Plan, and subject to Part 5(c), any creditor whose claims are left unimpaired under the Plan may, notwithstanding paragraphs (a), (b), (c), and (d) above, immediately exercise all of its contractual, legal, and equitable rights, except rights based on default of the type that need not be cured under section 1124(2)(A) and (D).
- (f) <u>Effect of Conversion to Chapter 7</u>. If the case is at any time converted to one under Chapter 7, property of the Debtor shall vest in the Chapter 7 bankruptcy estate to the same extent provided for in section 348(f) of the Bankruptcy Code upon the conversion of a case from Chapter 13 to Chapter 7.
- (g) Retention of Jurisdiction. The bankruptcy court may exercise jurisdiction over proceedings concerning: (i) whether Debtor is in Material Default of any Plan obligation; (ii) whether the time for performing any Plan obligation should be extended; (iii) adversary proceedings and contested matters pending as of the Effective Date or specifically contemplated in this Plan to be filed in this court (see Part 7(f)); (iv) whether the case should be dismissed or converted to one under Chapter 7; (v) any objections to claims; (vi) compromises of controversies under Fed. R. Bankr. Pro. 9019; (vii) compensation of professionals; and (viii) other questions regarding the interpretation and enforcement of the Plan.

#### PART 7: GENERAL PROVISIONS

(a) Effective Date of Plan. The Effective Date of the Plan is the fifteenth day following the date of the entry of the order of confirmation, if no notice of appeal from that order has been filed. If a notice of appeal has been filed, Debtor may waive the finality requirement and put the Plan into effect, unless the order confirming the Plan has been stayed. If a stay of the confirmation order has been issued, the Effective Date will be the first day after that date on which no stay of the confirmation order is in effect, provided that the confirmation order has not been vacated.

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- (b) <u>Disputed Claim Reserve</u>. Debtor will create a reserve for disputed claims. Each time Debtor makes a distribution to the holders of allowed claims, Debtor will place into a reserve the amount that would have been distributed to the holders of disputed claims if such claims had been allowed in the full amount claimed. If a disputed claim becomes an allowed claim, Debtor shall immediately distribute to the claimant from the reserve an amount equal to all distributions due to date under the plan calculated using the amount of the allowed claim. Any funds no longer needed in reserve shall be returned to Debtor.
- (c) <u>Cramdown</u>. Pursuant to section 1129(b) of the Bankruptcy Code, Debtor reserves the right to seek confirmation of the Plan despite the rejection of the Plan by one or more classes of creditors.
- (d) <u>Severability</u>. If any provision in the Plan is determined to be unenforceable, the determination will in no way limit or affect the enforceability and operative effect of any other provision of the Plan.
- (e) <u>Governing Law</u>. Except to the extent a federal rule of decision or procedure applies, the laws of the State of California govern the Plan.

#### (f) Lawsuits.

Debtor believes that causes of action for fraudulent transfers, voidable preferences, or other claims for relief exist against the following parties:

Party	Creditor Y/N	Nature of Claim	Amount of Claim	Will Debtor Prosecute Action? Y/N

(g) <u>Notices</u>. Any notice to the Debtor shall be in writing, and will be deemed to have been given three days after the date sent by first-class mail, postage prepaid and addressed as follows:

Gregory Kress 301 11<sup>th</sup> Street, Apartment 3A San Francisco, CA 94103

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- (h) <u>Post-Confirmation United States Trustee Fees</u>. Following confirmation, Debtor shall continue to pay quarterly fees to the United States Trustee to the extent, and in the amounts, required by 28 U.S.C. § 1930(a)(6). So long as Debtor is required to make these payments, Debtor shall file with the court quarterly reports in the form specified by the United States Trustee for that purpose.
- (i) <u>Deadline for § 1111(b) Election</u>. Creditors with an allowed secured claim can make a timely election under section 1111(b) no later than 14 days before the first date set for the hearing on confirmation of the Plan.

Dated: February 9, 2018

Radicand, Inc
Debtor
hu Cuanami Vasas Daga ancible Individual
_by Gregory Kress, Responsible Individual Debtor
DEBCOL
Drew Henwood, Esq
Attorney for Debtor

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## Attorney Certification

I, _Drew Henwood, am legal counsel for
the Debtor(s) in the above-captioned case and hereby certify the
following: (i) the foregoing plan is a true and correct copy of
the Individual Chapter 11 Combined Plan and Disclosure Statement
promulgated by the Northern District of California, San Francisco
Division, on July 30, 2012 (the "Standard-Form Plan"); and (ii)
except as specified below, there have been no alterations or
modifications to any provision of the Standard-Form Plan.

The following provisions of the Standard-Form Plan have been altered or otherwise modified.

[N/A]

I declare that the foregoing is true and correct. Executed this  $9^{\text{th}}$  day of February, 2018.

/s/ Drew Henwood, Esq.
Attorney for Debtor(s)

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### Exhibit 1 - Events That Led To Bankruptcy

During November 2016 Radicand, Inc. had two major client defaults: Package Solutions owed the corporation approximately \$25,000 and Focal Systems owed the corporation approximately \$33,000.00. After Radicand's attempts at informal resolution failed, the principals decided to pursue both claims in separate arbitration proceedings, as specified in the respective contracts. The expectation at that time was that both matters would be settled favorably to Radicand in a timely manner.

In December 2016 a payroll glitch was discovered which affected all Radicand employees. This glitch caused all employees to be underpaid. All employees were informed of the payroll error and a plan was developed to repay the back wages with the combined settlement from the arbitration proceedings which would have been more than adequate to cover the payroll liability (estimated at \$43,000).

The Package Solutions arbitration was settled in Radicand's favor in April 2017 for \$25,000. However the Focal Systems arbitration did not result in a settlement, and Focal Systems filed a counter-claim for breach of contract. The arbitrator found in support of Radicand's claim and Focal Systems counter-claim and ultimately ruled in favor of Focal Systems. Focal Systems had incurred more than \$120,000 in attorney fees which was included in the award against Radicand. In addition Radicand had incurred more than \$35,000 in attorney fees during the legal process.

The second arbitration ruling and associated award and legal expenses, combined with Radicand's existing back pay liability, as well as other pre-existing debt including a convertible note presented an insurmountable situation that could not be resolved through normal operations. Therefore bankruptcy became the only viable option to continue normal operations and resolve prepetition claims. Therefore Radicand, Inc. filed a chapter 11 petition in bankruptcy on July 21, 2017.

# Exhibit 2 - What Creditors Would Receive if the Case Were Converted to a Chapter 7

Real Property #1: [Insert Address]

Fair Market Value	Liens	Cost of Sale	Resulting Income Tax	Amt of Exemption	Net Proceeds
	1 <sup>st</sup>				
	2 <sup>nd</sup>				
	3 <sup>rd</sup>				

[Add additional tables for additional real property]

### Personal Property:

Description	Liquidation Value	Secured Claim	Amt of Exemption	Net Proceeds
Cash and Receivables	18,859.25			21,619.09
Xstream Trucking Shares	12,604.00			12,604.00
Machines and Equipment	6,040.00			6,040.00
Internet Domain Name	510.00			510.00
Computer and Electronics	2,280.00			2,280.00
Furniture	660.00			660.00
Other Personal Property				
TOTAL				43,713.09

Net Proceeds of Real Property and Personal Property	
Recovery from Preferences / Fraudulent Conveyances [ADD]	
Chapter 7 Administrative Claims	
Chapter 11 Administrative Claims	5,000.00
Priority Claims [SUBTRACT]	0.00
Chapter 7 Trustee Fees [SUBTRACT]	4,750.00
Chapter 7 Trustee's Professionals [SUBTRACT]	2,500.00

Estimated Amount of Unsecured Claims	348,824.16
Percent Distribution to Unsecured Creditors Under Proposed Plan	10.00%

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Percent Distribution to Unsecured Creditors Under Liquidation	9.02%
Analysis	

## Exhibit 3 - Monthly Income and Expenses

Income	Amount
Gross Business Income	11,275
[OTHER INCOME - DESCRIBE]	
A. Total Monthly Income	

Expenses Includes Plan Payments on Secured Claims for Residence and Car	Amount
Payroll, payroll Taxes, subcontractor expenses and Related Withholdings	6,000.00
Advertising and Promotion	10.00
Computer and Internet Expenses	65.00
Office supplies	
Transportation Expenses	11.35
Postage and delivery	75.00
Communication expenses	
Insurance Expenses	110.00
Costs of Goods Sold	107.00
B. Total Monthly Expenses	4896.55

## C. Disposable Income (Line A - Line B)

Plan Payments Plan Payments Not Included in Calculating Disposable Income	Amount
Administrative Claims	
Priority Claims	
General Unsecured Creditors	
[OTHER PLAN PAYMENTS - DESCRIBE]	
D. Total Plan Payments	

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E. Plan Feasibility (Line C - Line D)
(Not feasible if less than zero)

## Exhibit 4 - Effective Date Feasibility

Can the Debtor Make the Effective Day Payments?

	Amount	Amount
A. Projected Total Cash on Hand on Effective Date		37,294.34
Payments on Effective Date		
Unclassified Claims	25,995.94	
Administrative Expense Claims	0.00	
Priority Claims	0.00	
Small Claims (Class 2(a))	\$8,886.48	
U.S. Trustee Fees	0.00	
B. Total Payments on Effective Date		
C. Net Cash on Effective Date (Line A - Line B) (Not feasible if less than zero)		2,411.92

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## Exhibit 5 - Investment Property Analysis

## Properties with Positive Monthly Cash-Flow:

Real Property #1 Income: [Insert Address]

Rental Income	Mortgage	Insurance	Property Taxes	Other Expenses	Net Income
	1 <sup>st</sup>				
	2 <sup>nd</sup>				
	3 <sup>rd</sup>				

[Add additional tables for additional real property]

Real Property #2 Income: [Insert Address]

rear repers, we income (insert national)					
Rental Income	Mortgage	Insurance	Property Taxes	Other Expenses	Net Income
	1 <sup>st</sup>				
	2 <sup>nd</sup>				
	3 <sup>rd</sup>				

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#### Properties with Negative Monthly Cash-Flow:

Real Property #3 Income: [Insert Address]

Rental Income	Mortgage	Insurance	Property Taxes	Other Expenses	Net Income
	1 <sup>st</sup>				
	2 <sup>nd</sup>				
	3 <sup>rd</sup>				

Real Property #4 Income: [Insert Address]

tear reperty are module (misers madress)					
Rental Income	Mortgage	Insurance	Property Taxes	Other Expenses	Net Income
	1 <sup>st</sup>				
	2 <sup>nd</sup>				
	3 <sup>rd</sup>				

в.	Total Negative	Cash Flow	