

**UNITED STATES BANKRUPTCY COURT
SOUTHIMN DISTRICT OF FLORIDA
FORT LAUDERDALE DIVISION**

In re:

GUILFORD DIEUVIL
SSN xxx xx 8234

Case No.: 15-26560-JKO

Chapter 11

Debtor.

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DEBTOR'S DISCLOSURE STATEMENT

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I. INTRODUCTION

This is the disclosure statement (the “Disclosure Statement”) in the chapter 11 case of Guilfort Dieuvil (the “Debtor”). This Disclosure Statement contains information about the Debtor and describes the Debtor’s Plan of Reorganization (the “Plan”) filed by the Debtor on August 22, 2016. 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 5 through 15 of this Disclosure Statement. General unsecured creditors are classified in Class 14, and will receive a distribution of their allowed claims, on a *pro rata* basis to be distributed over 60 months.

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 Proponent 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 [Finally Approve This Disclosure Statement and] Confirm the Plan*

The hearing at which the Court will determine whether to finally approve this Disclosure Statement and confirm the Plan will take place on TBD, at 9:30 A.M., in Courtroom 301, at the U.S. Courthouse, 299 E. Broward Blvd., Fort Lauderdale, FL 33301.

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 Clerk of Bankruptcy Court, 299 E. Broward Blvd., Room 112, Fort Lauderdale, FL 33301. See section IV.A. below for a discussion of voting eligibility requirements.

Your ballot must be received by TBD, 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 the Debtor by TBD.

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

If you want additional information about the Plan, you should contact Stephen C. Breuer, Esq., 1776 N. Pine Island Rd. #102, Plantation, FL 33322; Stephen@moffa.law; (954)634-4733.

C. **Disclaimer**

The Court has NOT YET approved 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 has NOT YET approved this Disclosure Statement does not constitute an endorsement of the Plan by the Court, or a recommendation that it be accepted. [The Court's approval of this Disclosure Statement is subject to final approval at the hearing on confirmation of the Plan. Objections to the adequacy of this Disclosure Statement may be filed until TBD

II. **BACKGROUND**

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

The Debtor is an individual. Since approximately 2008, the Debtor has had financial issues forcing him to close his businesses and defaulting on his financial obligations. The Debtor operated a real estate business that focused on assisting borrowers who were in default on their mortgage or facing imminent default, in attempting to save their homes or otherwise transition into other housing arrangements. Part of this business involved short sales, with deficiency waivers. The Debtor and his businesses became extremely adept at facilitating these types of sales for the benefit of homeowners and borrowers. On certain occasions, as in many businesses, the homeowners were unhappy with results when the best possible resolution could not be obtained. The Debtor was charged with crimes related to his business and incarcerated briefly before those charges were eventually dropped. During this brief period of detention, several creditors obtained default judgments against the Debtor, further debilitating his ability to maintain his financial obligations. The Debtor was not able to find suitable employment where he could generate sufficient income. Recently, the

Debtor has been able to get back on his feet, and is working as a consultant earning sufficient funds to support his Plan of reorganization. The Debtor's income is now much more consistent, and much better than it had been in some time.

B. Insiders of the Debtor

The Debtor is an individual and there are no insiders of the Debtor however, the Debtor is married and his non-filing spouse will also assist in funding the Plan with her income, as necessary.

C. Management of the Debtor Before and During the Bankruptcy

The Debtor has been managing his affairs in the two year period before bankruptcy.

The Debtor has continued to manage his affairs during the Debtor's chapter 11 case.

After the Effective Date of the order confirming the Plan, the Debtor will continue to manage his affairs.

No chapter 11 Trustee has been appointed in this case.

D. Events Leading to Chapter 11 Filing

The Debtor filed this case in an effort to retain his rental properties that were in default as a result of his financial difficulties emanating after the housing market crash and his subsequent borrower assistance business. In addition, the Debtor sought to restructure his debts through a Chapter 11 plan, and discharge the debts that he is able to under the Bankruptcy Code.

E. Significant Events During the Bankruptcy Case

- No asset sales outside the ordinary course of business, debtor in possession financing, or cash collateral orders have been entered.
- Only the Debtor's undersigned attorneys have been employed as professionals in this case, as substitute counsel for the Debtor's former counsel.
- The Debtor has sought and will continue to seek to value, pursuant to 11 U.S.C. §506, the properties in which his bankruptcy estate has an interest.
- The projected valuation and agreements with lenders will increase cash flow, enable the Debtor to adequately maintain the rental properties, pay the taxes and insurance in addition to the monthly debt service.

F. Projected Recovery of Avoidable Transfers

The Debtor does not intend to pursue preference, fraudulent conveyance, or avoidance actions at this time.

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. The sources of valuation for these assets are (i) various Property Appraiser websites, (ii) BlackBook vehicle pricing, and/or (iii) the Debtor's personal knowledge as to liquidation value of real and personal property.

The most recent post-petition operating report 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	\$0	Paid in full on the effective date of the Plan or according to separate

Business After the Petition Date		written agreement
The Value of Goods Received in the Ordinary Course of Business Within 20 Days Before the Petition Date	\$0	Paid in full on the effective date of the Plan or according to separate written agreement
Professional Fees, as approved by the Court.	\$35,000	Paid in full on the Effective Date of the Plan, or as otherwise agreed in writing.
Clerk's Office Fees	\$0	Paid in full on the effective date of the Plan or according to separate written agreement
Other administrative expenses	\$0	Paid in full on the effective date of the Plan or according to separate written agreement
Office of the U.S. Trustee Fees	\$650	Paid in full on the effective date of the Plan
TOTAL	\$35,650.00	

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.

The following chart lists the Debtor' estimated § 507(a)(8) priority tax claims and their proposed treatment under the Plan:

Description (name and type of tax)	Estimated Amount Owed	Date of Assessment	Treatment
IRS (income taxes)	\$7,725.86	12/31/12 12/31/13 12/31/14	Pmt interval = monthly Payment = \$185.62 Begin date = Jan. 31, '16 End date = Nov. 30, '19 Interest Rate % = 3% Total Payout = \$8,538.52 Amount

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	Impairment	Treatment
Class 2A – Secured Claim of <u>Caliber Home Loans, Inc.</u> servicer for U.S. Bank Trust NA as Trustee for LSF9 Master Participation Trust	Impaired	The Debtor filed a motion to value this claimant's collateral and the Court entered an Agreed Order granting, in part, that motion [ECF #167]. The total amount of this creditor's claim that is secured by the real property in this class is \$600,000.00 pursuant to 11 U.S.C. § 506, which sum the Debtor will pay to this creditor over 25 years at 5% simple interest in equal monthly payments of \$3,508.00 at which point this claimant's lien shall be fully satisfied and released; taxes and insurance will be paid by the Debtor directly. Payments to begin on the Effective Date of the Plan and no prepayment penalties shall apply. The remainder of this claimant's claim (\$844,965.99) shall be treated as a general unsecured claim in class 15.
Class 2B – Secured Claim of <u>Canyon Isles HOA</u>	Impaired	This claimant will receive the sum of \$25,000.00 over 100 months, in equal monthly payments of \$250.00, or as otherwise agreed; payments to begin on the Effective Date of the Plan and no prepayment penalties shall apply.

<p>Class 3A – Secured Claim of <u>Jennichris</u> <u>Investors Group</u></p>	<p>Impaired</p>	<p>(Option A) The Debtor scheduled this claimant's claim in the amount of \$100,000.00, and this claimant has failed to file a proof of claim. The Debtor will pay the value of this claimant's § 1111(a) claim or any other allowed secured claim in equal monthly payments of \$507.00 over 30 years at 4.5% interest, in full satisfaction of this creditor's secured claim, at which point this claimant's lien shall be fully satisfied and released. Taxes and Insurance will be paid by the Debtor directly. Payments to begin on the Effective Date of the Plan and no prepayment penalties shall apply. In the event the Court enters an Order valuing this claimant's collateral in a lesser amount, or the Debtor and this claimant agree on a different allowed secured amount, this creditor's allowed secured claim will be paid in accordance with the terms outlined herein but at such lesser allowed secured amount (unless otherwise agreed), and the difference between its total claim and its allowed secured claim will be treated as a general unsecured claim in class 15.</p> <p>(Option B) Alternatively, in the event the Debtor cannot feasibly afford to retain this property or the Debtor decides it is not in his best interest to retain this property, he will file a Notice of Surrender no less than seven (7) days in advance of the hearing to consider confirmation of his Plan. The Notice will list the properties the Debtor will surrender and upon confirmation of the Debtor's plan, this creditor will have relief from the automatic stay to pursue its state court remedies against its collateral. This creditor's sole remedy with regard to any claim associated with the real property shall be its in rem rights against the real property, and this claimant shall not retain any claim against the Debtor or any other person or entity in this case or otherwise related to the real property or the indebtedness associated therewith.</p>
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<p>Class 4A – Secured Claim of <u>Wilmington Savings Fund Society, FSB, DBA Christiana Trust, as trust for Ventures Trust 2013-I-H- R</u></p>	<p>Impaired</p>	<p>The Debtor filed a motion to value this claimant's collateral and the Court entered an Agreed Order granting, in part, that motion [ECF #163]. The total amount of this creditor's claim that is secured by the real property in this class is \$258,000.00 pursuant to 11 U.S.C. § 506, which sum the Debtor will pay to this creditor over 30 years at 4.5% simple interest in equal monthly payments of \$1,307.00 at which point this claimant's lien shall be fully satisfied and released; taxes and insurance will be paid by the Debtor directly. Payments to begin on the Effective Date of the Plan and no prepayment penalties shall apply. Since this claimant failed to timely file any Proof of Claim and the claims bar date has passed, this claimant will receive only the treatment provided herein on account of these secured payments unless and until it is allowed some additional claim.</p>
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<p>Class 4B – Secured Claim of <u>Falcon Trace HOA</u></p>	<p>Impaired</p>	<p>The Debtor filed a motion to value this claimant's collateral and the Court entered an Agreed Order granting, in part, that motion [ECF #]. This claimant shall receive \$19,661.60 in 60 equal monthly payments beginning on the Effective Date of the Plan, and on the 15th day of each month thereafter for the next 59 consecutive months. There is no grace period. Payments on this claim shall be mailed to the property manager at the following address ... (to be provided). Payments received after the 15th day of the month are considered untimely.</p> <p>Debtor must timely pay all post-confirmation assessments to the lock box... (to be provided). The 15 day grace period afforded by state law remains in place, but any payment received outside of that period is considered untimely.</p> <p>Debtor must maintain compliance with all Association regulations, including regulations related to tenants and appearance of the exterior of the property. In the event that the existing tenant should terminate her lease or vacate the property, the Debtor shall immediately inform the Association, and if a new tenant is installed, the Debtor shall apply for approval of the tenant prior to the tenant moving into the residence. In the event that the landscaping does not comply with association requirements, and the delinquency is not corrected within 14 days of notice posted on the residence, the Association shall be entitled to hire and pay an outside vendor to correct the deficiency. The cost of such action shall be taxable to the Debtor as a special assessment, which must be paid within 30 days unless it is subject to a timely contest, and all outside vendor charges must be reasonable market costs.</p>
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Class 4B (cont.)		<p>In the event of untimely payments the association shall send a default letter to the Debtor under these Plan repayment terms under the following provisions. The Association shall notify the Debtor of the default in writing by First Class U.S. Mail, return receipt requested, and the Debtor shall have 30 days to cure or dispute the default from the date the notice is delivered to the Debtor, failing which, the Association shall file an affidavit of default with the bankruptcy court. The Debtor will have 20 days to file a response to the notice of default – if the Debtor does not file a response within 20 days, the Court shall enter an order granting relief from the automatic stay and providing a two year bar for the automatic stay.</p> <p>The state court proceeding against the other two owners shall be dismissed without prejudice within 30 days of the plan confirmation, but may be reinstated in the event of default under the Plan, and the Association shall retain its pre-petition lien until the claim is paid in full.</p>
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Class 5A – Secured Claim of <u>Chase Mortgage</u>	Impaired	<p>This claimant foreclosed the Debtor's interest in the real property located at 8261 SW 9 St. North Lauderdale, FL 33068 during the pendency of this case in violation of § 362(a) (the automatic stay) and shall be bound to collect solely from its collateral. Upon confirmation of the Debtor's plan, this creditor will have relief from the automatic stay to pursue its state court remedies against its collateral. This creditor's sole remedy with regard to any claim associated with the real property shall be its in rem rights against the real property, and this claimant shall not retain any claim against the Debtor or any other person or entity in this case or otherwise related to the real property or the indebtedness associated therewith.</p>
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<p>Class 6A – Secured Claim of <u>Bank of America, N.A.</u></p>	<p>Impaired</p>	<p>(Option A, default) This claimant will receive the full value of its secured claim in equal monthly payments over 30 years at 4.5% simple interest, in full satisfaction of its claim, at which point its lien shall be satisfied and released. Taxes and Insurance will be paid directly by the Debtor. Payments to begin on the Effective Date of the Plan and no prepayment penalties shall apply. In the event the Court enters an Order valuing this claimant's collateral in a lesser amount, or the Debtor and this claimant agree on a different allowed secured amount, this creditor's allowed secured claim will be paid in accordance with the terms outlined herein but at such lesser allowed secured amount (unless otherwise agreed), and the difference between its total claim and its allowed secured claim will be treated as a general unsecured claim in class 15.</p> <p>(Option B) Alternatively, in the event the Debtor cannot feasibly afford to retain this property or the Debtor decides it is not in his best interest to retain this property, he will file a Notice of Surrender no less than seven (7) days in advance of the hearing to consider confirmation of his Plan. The Notice will list the properties the Debtor will surrender and upon confirmation of the Debtor's plan, this creditor will have relief from the automatic stay to pursue its state court remedies against its collateral. This creditor's sole remedy with regard to any claim associated with the real property shall be its in rem rights against the real property, and this claimant shall not retain any claim against the Debtor or any other person or entity in this case or otherwise related to the real property or the indebtedness associated therewith.</p> <p>(Option C) Alternatively, upon the affirmative election of this claimant, the Debtor will short sale the related real property in this class for a gross amount of \$135,000, in full satisfaction of this claimant's claim against the Debtor and the related to the real property and/or the indebtedness associated therewith.</p>
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<p>Class 6B – Secured Claim of <u>Selene Finance</u></p>	<p>Impaired</p>	<p>(Option A, default) This claimant will receive the full value of its secured claim in equal monthly payments over 30 years at 4.5% simple interest, in full satisfaction of its claim, at which point its lien shall be satisfied and released. Taxes and Insurance will be paid directly by the Debtor. Payments to begin on the Effective Date of the Plan and no prepayment penalties shall apply. In the event the Court enters an Order valuing this claimant's collateral in a lesser amount, or the Debtor and this claimant agree on a different allowed secured amount, this creditor's allowed secured claim will be paid in accordance with the terms outlined herein but at such lesser allowed secured amount (unless otherwise agreed), and the difference between its total claim and its allowed secured claim will be treated as a general unsecured claim in class 15.</p> <p>(Option B) Alternatively, in the event the Debtor cannot feasibly afford to retain this property or the Debtor decides it is not in his best interest to retain this property, he will file a Notice of Surrender no less than seven (7) days in advance of the hearing to consider confirmation of his Plan. The Notice will list the properties the Debtor will surrender and upon confirmation of the Debtor's plan, this creditor will have relief from the automatic stay to pursue its state court remedies against its collateral. This creditor's sole remedy with regard to any claim associated with the real property shall be its in rem rights against the real property, and this claimant shall not retain any claim against the Debtor or any other person or entity in this case or otherwise related to the real property or the indebtedness associated therewith.</p>
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<p>Class 7A – Secured Claim of <u>Wells Fargo</u> <u>Mortgage</u></p>	<p>Impaired</p>	<p>(Option A, default) This claimant will receive the full value of its secured claim in equal monthly payments over 30 years at 4.5% simple interest, in full satisfaction of its claim, at which point its lien shall be satisfied and released. Taxes and Insurance will be paid directly by the Debtor. Payments to begin on the Effective Date of the Plan and no prepayment penalties shall apply. In the event the Court enters an Order valuing this claimant's collateral in a lesser amount, or the Debtor and this claimant agree on a different allowed secured amount, this creditor's allowed secured claim will be paid in accordance with the terms outlined herein but at such lesser allowed secured amount (unless otherwise agreed), and the difference between its total claim and its allowed secured claim will be treated as a general unsecured claim in class 15.</p> <p>(Option B) Alternatively, in the event the Debtor cannot feasibly afford to retain this property or the Debtor decides it is not in his best interest to retain this property, he will file a Notice of Surrender no less than seven (7) days in advance of the hearing to consider confirmation of his Plan. The Notice will list the properties the Debtor will surrender and upon confirmation of the Debtor's plan, this creditor will have relief from the automatic stay to pursue its state court remedies against its collateral. This creditor's sole remedy with regard to any claim associated with the real property shall be its in rem rights against the real property, and this claimant shall not retain any claim against the Debtor or any other person or entity in this case or otherwise related to the real property or the indebtedness associated therewith.</p> <p>(Option C) Alternatively, upon the affirmative election of this claimant, the Debtor will short sale the related real property in this class for a gross amount of \$27,000, in full satisfaction of this claimant's claim against the Debtor and the related to the real property and/or the indebtedness associated therewith.</p>
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Class 8A – Secured Claim of <u>Bank of America, N.A.</u>	Impaired	This creditor obtained relief from the automatic stay to pursue its state court remedies against its collateral. This creditor's sole remedy with regard to any claim associated with the real property shall be its in rem rights against the real property, and this claimant shall not retain any claim against the Debtor or any other person or entity in this case or otherwise related to the real property or the indebtedness associated therewith.
Class 9A – Secured Claim of <u>Wilmington Savings Fund</u>	Impaired	This creditor obtained relief from the automatic stay to pursue its state court remedies against its collateral. This creditor's sole remedy with regard to any claim associated with the real property shall be its in rem rights against the real property, and this claimant shall not retain any claim against the Debtor or any other person or entity in this case or otherwise related to the real property or the indebtedness associated therewith.

<p>Class 10A – Secured Claim of <u>HSBC Bank USA</u></p>	<p>Impaired</p>	<p>(Option A, default) This claimant will receive the full value of its secured claim in equal monthly payments over 30 years at 4.5% simple interest, in full satisfaction of its claim, at which point its lien shall be satisfied and released. Taxes and Insurance will be paid directly by the Debtor. Payments to begin on the Effective Date of the Plan and no prepayment penalties shall apply. In the event the Court enters an Order valuing this claimant's collateral in a lesser amount, or the Debtor and this claimant agree on a different allowed secured amount, this creditor's allowed secured claim will be paid in accordance with the terms outlined herein but at such lesser allowed secured amount (unless otherwise agreed), and the difference between its total claim and its allowed secured claim will be treated as a general unsecured claim in class 15.</p> <p>(Option B) Alternatively, in the event the Debtor cannot feasibly afford to retain this property or the Debtor decides it is not in his best interest to retain this property, he will file a Notice of Surrender no less than seven (7) days in advance of the hearing to consider confirmation of his Plan. The Notice will list the properties the Debtor will surrender and upon confirmation of the Debtor's plan, this creditor will have relief from the automatic stay to pursue its state court remedies against its collateral. This creditor's sole remedy with regard to any claim associated with the real property shall be its in rem rights against the real property, and this claimant shall not retain any claim against the Debtor or any other person or entity in this case or otherwise related to the real property or the indebtedness associated therewith.</p> <p>(Option C) Alternatively, upon the affirmative election of this claimant, the Debtor will short sale the related real property in this class for a gross amount of \$253,680.00, in full satisfaction of this claimant's claim against the Debtor and the related to the real property and/or the indebtedness associated therewith.</p>
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<p>Class 11A – Secured Claim of <u>Selene Finance</u></p>	<p>Impaired</p>	<p>(Option A, default) This claimant will receive the full value of its secured claim in equal monthly payments over 30 years at 4.5% simple interest, in full satisfaction of its claim, at which point its lien shall be satisfied and released. Taxes and Insurance will be paid directly by the Debtor. Payments to begin on the Effective Date of the Plan and no prepayment penalties shall apply. In the event the Court enters an Order valuing this claimant's collateral in a lesser amount, or the Debtor and this claimant agree on a different allowed secured amount, this creditor's allowed secured claim will be paid in accordance with the terms outlined herein but at such lesser allowed secured amount (unless otherwise agreed), and the difference between its total claim and its allowed secured claim will be treated as a general unsecured claim in class 15.</p> <p>(Option B) Alternatively, in the event the Debtor cannot feasibly afford to retain this property or the Debtor decides it is not in his best interest to retain this property, he will file a Notice of Surrender no less than seven (7) days in advance of the hearing to consider confirmation of his Plan. The Notice will list the properties the Debtor will surrender and upon confirmation of the Debtor's plan, this creditor will have relief from the automatic stay to pursue its state court remedies against its collateral. This creditor's sole remedy with regard to any claim associated with the real property shall be its in rem rights against the real property, and this claimant shall not retain any claim against the Debtor or any other person or entity in this case or otherwise related to the real property or the indebtedness associated therewith.</p> <p>(Option C) Alternatively, upon the affirmative election of this claimant, the Debtor will short sale the related real property in this class for a gross amount of \$65,000, in full satisfaction of this claimant's claim against the Debtor and the related to the real property and/or the indebtedness associated therewith.</p>
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Class 12A – Secured Claim of <u>Bank of America, N.A.</u>	Impaired	The Debtor does not believe he currently owns any interest in this property but, to the extent he does, he surrenders his interest in this property to its secured lender, in full satisfaction of its claim. Upon confirmation this claimant shall have relief from the automatic stay to pursue its state court rights against this collateral only, and this claimant shall have no further claim against the Debtor in this case, or otherwise.
Class 13A – Secured Claim of <u>Santander Credit</u>	Impaired	This claimant will receive the full value of its secured claim in equal monthly payments over 60 months at 5.25% simple interest, in full satisfaction of its claim, at which point its lien shall be satisfied and released. Payments to begin on the Effective Date of the Plan and no prepayment penalties shall apply. To the extent this claimant has a claim that exceeds the value of its secured claim, such portion will be treated as a general unsecured claim in class 15.
Class 14A – Secured Claim of Ford Motor Credit	Impaired	This claimant will receive the full value of its secured claim in equal monthly payments over 60 months at 5.25% simple interest, in full satisfaction of its claim, at which point its lien shall be satisfied and released. Payments to begin on the Effective Date of the Plan and no prepayment penalties shall apply. To the extent this claimant has a claim that exceeds the value of its secured claim, such portion will be treated as a general unsecured claim in class 15.

2. *Classes of Priority Unsecured Claims*

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

The following chart lists all classes containing claims under §§ 507(a)(1), (4), (5), (6), and (a)(7) of the Code and their proposed treatment under the Plan:

Class #	Description	Impairment	Treatment
n/a			

3. *Class[es] 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 3, which contains general unsecured claims against the Debtor:

Class #	Description	Impairment	Treatment
15	General Unsecured Class	Impaired	Monthly Pmt = \$166.67 Pmts Begin = Jan. 31, '16 Pmts End = Jan. 31, '21 Interest rate % = 0 Estimated = 1.03% percent of claim paid

4. *Class[es] of Equity Interest Holders*

Equity interest holders are parties who hold an ownership interest (*i.e.*, equity interest) in the Debtor. With respect to an individual who is a debtor, the Debtor is the equity interest holder.

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

Class #	Description	Impairment	Treatment
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16	Equity interest holders	Impaired	The Debtor will retain all interest in property of the estate, except as otherwise provided in the Plan. In addition, the Debtor will contribute his post-confirmation earnings in order to fund the plan.
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D. Means of Implementing the Plan

1. Source of Payments

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

- The Debtor's employment income, wages, bonuses tips, rental income from the investment properties and other income sources that may become available; in addition to the Debtor's spouse's employment income, wages, bonuses tips, rental income from the investment properties and other income sources that may become available;
- Funds held in the undersigned's trust account for confirmation, to the extent available;
- The Debtor prospective future employment income, wages, bonuses tips, rental income from the investment properties and other income sources that may become available; in addition to the Debtor's spouse's prospective future employment income, wages, bonuses tips, rental income from the investment properties and other income sources that may become available.
- Projected income, plan payments and expenses are attached hereto as Exhibit D.

2. Post-confirmation Management

The Debtor is an individual and will continue to manage his personal affairs post-confirmation.

E. Risk Factors

The proposed Plan has the following risks:

- The Debtor's income is dependent upon his continued employment and consulting projects.
- The Debtor's rental property income is contingent upon the continued stability of tenants within the rental properties, however upon plan confirmation, the stability of the properties, i.e. current, performing debt payments and the fact that they will be out of foreclosure proceedings, should stabilize tenant concerns and increase the rental value and tenant retention rates.
- The plan also assumes that the Debtor retains some or all of the rental properties however, even if some are surrendered or otherwise lost, only the creditors with regard to those properties will be affected and the other relatively minimal plan payments will not be substantially affected.

F. Executory Contracts and Unexpired Leases

The Plan, in Article 6, lists all executory contracts and unexpired leases that the Debtor will assume under the Plan. 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.

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 Section 6 of the Plan 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 Rejection of a Lease or Contract Is 30 days after rejection. Any claim based on the rejection of a contract or lease will be barred if the proof of claim is not timely filed, unless the Court orders otherwise.

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) Tax consequences to the Debtor of the Plan:

- a. The Debtor does not anticipate having any income or loss on account of the Plan and his prospective discharge notwithstanding any such forgiveness or discharge, in accordance with the insolvency exception.

(2) General tax consequences on creditors of any discharge, and the general tax consequences of receipt of plan consideration after confirmation.

- a. Creditors may be entitled to certain deductions for taking a loss on account of the Plan and the Debtor's prospective discharge. Creditors should consult their attorneys, accountants, CPAs and/or tax advisors for specific tax consequences.

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 through 14 are impaired and that holders of claims in each of these classes are therefore entitled 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 was January 13, 2016.
[If applicable – The deadline for filing objections to claims is currently TBD, but
may be extended by further Order of the Court.***

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 B.

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 to this disclosure statement in 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 D.

The Plan Proponent's financial projections show that the Debtor will have an aggregate annual average cash flow, after paying operating expenses and post-confirmation taxes, of \$. The final Plan payment is expected to be paid on January 31, 2047.

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 OF DEBTOR

Discharge. Confirmation of the Plan does not discharge any debt provided for in the Plan until the court grants a discharge on completion of all payments under the Plan, or as otherwise provided in § 1141(d)(5) of the Code. Debtor will not be discharged from any debt excepted from discharge under § 523 of the Code, except as provided in Rule 4007(c) of the Federal Rules of Bankruptcy Procedure.

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.

Upon request of the Debtor, the United States trustee, or the holder of an allowed unsecured claim, the Plan may be modified at any time after confirmation of the Plan but before the completion of payments under the Plan, to (1) increase or reduce the amount of payments under the Plan on claims of a particular class, (2) extend or reduce the time period for such payments, or (3) alter the amount of distribution to a creditor whose claim is provided for by the Plan to the extent necessary to take account of any payment of the claim made other than under the Plan.

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

Respectfully submitted,

By: _____
Guilfort Dieuvil, Debtor

Respectfully submitted,

By:



Guilfort Dieuvil, Debtor