

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF FLORIDA
Fort Lauderdale Division

In re:

KEVIN C GLEASON

Case No.16-10001-JKO
Chapter 11

Debtor-in-possession /

**KEVIN C GLEASON'S DISCLOSURE STATEMENT
RELATED TO HIS PLAN OF REORGANIZATION DATED JUNE 6, 2016**

I. INTRODUCTION

This is the disclosure statement (hereinafter the "Disclosure Statement") in the chapter 11 case of Kevin C Gleason. (hereinafter Mr. Gleason or the "Debtor"¹). This Disclosure Statement contains information about the Debtor and describes his Plan of Reorganization, dated June 6, 2016 (hereinafter the "Plan"). 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 page [x] of this Disclosure Statement. General unsecured creditors are classified in Classes 11, and will receive a *pro rata* distribution from a fund of \$25,000 resulting from the sale of the Debtor's homestead property.

A. Purpose of This Document

This Disclosure Statement describes:

1. The Debtor and significant events during the bankruptcy case;
2. How the Plan proposes to treat claims of the type you hold (i.e., what you will

¹ References to the "Debtor-in-possession" in the Plan are intentional and distinguish Mr. Gleason's concurrent roles as the Debtor and the Debtor-in-possession.

receive on your claim if the plan is confirmed);

3. Who can vote on or object to the Plan;
4. What factors the Bankruptcy Court (hereinafter the "Court") will consider when deciding whether to confirm the Plan;
5. Why the Debtor believes the Plan is feasible, and how the treatment of your claim under the Plan compares to what you would receive on your claim in liquidation, and;
6. 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 hearings at which the Court will determine whether to approve this Disclosure Statement and subsequently confirm the Plan will take place on the date, time, and location indicated on the Order Setting Hearing on Confirmation of Plan and Other Deadlines which accompanies this Disclosure Statement (hereinafter "Order Setting Hearing").

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 Deadline for Filing Ballot Accepting or Rejecting Plan (hereinafter the " Ballot" and return the Ballot to: Clerk of Bankruptcy Court, 299 E. Broward Blvd., Room 112, Ft. Lauderdale, FL 33301. See section IV.A. below for a discussion of voting eligibility

requirements.

Your Ballot must be *received* by the date on the Ballot or it will not be counted.

3. *Deadline For Objecting to 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 at the address listed at the end of this Disclosure Statement by the date indicated on the Order Setting Hearing.

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

If you want additional information about the Plan, you should contact the Debtor at the contact information listed as the end of this Disclosure Statement.

C. Disclaimer

The Court has 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 approved this Disclosure Statement does not constitute an endorsement of the Plan by the Court, or a recommendation that it be accepted. Objections to confirmation of the Plan may be filed until the date listed on the Order Setting Hearing.

II. BACKGROUND

A. Description and History of the Debtor

The Debtor is an attorney who was admitted to practice in 1982 in the Commonwealth of Pennsylvania, and in 1983 in Florida and New Jersey. The Debtor is no longer an active member of the bars in Pennsylvania and New Jersey. The Debtor is an associate in the firm of Florida Bankruptcy Group, LLC and primarily practices in the area of bankruptcy.

In the 1990s and early 2000s, the Debtor and his wife also invested in residential real estate, mostly improving and “flipping” properties in east Hollywood, Florida. The

details of the remaining properties are noted below in connection with the treatment of the alleged or acknowledged secured creditors thereon.

B. Insiders of the Debtor

Debtor's only insider creditor (as defined in §101(31) of the United States Bankruptcy Code (hereinafter the "Code")) is Patricia E Gleason, his spouse, who is also the control person of Florida Bankruptcy Group, LLC.

C. Events Leading to Chapter 11 Filing

This case was filed just after midnight on January 1, 2016, due to the service of a second foreclosure complaint² on December 22, 2015 related to one of the real properties described below, referred to herein as the 1312 Property.

D. Significant Events During the Bankruptcy Case

The Debtor has sought and obtained permission from the Court to engage: a CPA; a forensic mortgage expert; and an attorney specializing in foreclosure defense. None of those professionals have been requested to perform services as of this date, but they may be called upon prior to, or following confirmation of the Plan. The Debtor anticipates hiring his wife as the real estate broker to market and sell his homestead property.

E. Projected Recovery of Avoidable Transfers

The Debtor does not intend to pursue preference, fraudulent conveyance, or other avoidance actions. The Debtor has reviewed his records for the two-year period beginning on January 1, 2014, and has not found any preferences or fraudulent transfers.

F. Claims Objections

² *Deutsche Bank National Trust Company, as Trustee for Harbor View Mortgage Loan Trust 2004 8 Mortgage Loan Pass through Certificates, Series 2004 8 v. Kevin C Gleason, et al.* Case No. CACE 2015-021920 filed in the Circuit Court of the 17th Judicial Circuit in and for Broward County, Florida on December 11, 2015. This foreclosure case is referred to herein as the "1312 Foreclosure Case."

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. Objections to claims of general unsecured creditors will be completed before confirmation of the Plan. The Court is being requested to retain jurisdiction to hear any objections to claims of secured creditors after confirmation of the Plan. It is not anticipated that there will be any objection to the claims of the mortgagees on the Debtor's homestead, the Kincaids.

G. Current and Historical Financial Conditions

The identity and fair market value of the estate's assets are listed in Exhibit B. The source of the valuation is the Debtor. The basis of valuation are the Debtor's opinion, except as otherwise noted on Exhibit B.

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

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

As required by the Code, the Plan places claims in various classes and describes the treatment each class will receive. The Plan also states whether each class of claims 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 Debtor has not placed the following

claims in any class: Administrative Expenses, which are are costs or expenses of administering the Debtor's chapter 11 case which are allowed under §507(a)(2) of the Code; Priority Tax Claims, which 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.

C. Classes of Claims

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

Classes 1, 2, 3, and 4 consist of the allowed secured claims of the **Tax Collectors of Broward and Okeechobee Counties**³. These claims will be paid 100%, plus interest, upon the happening of events detailed in the Plan.

Class 5 consists of the interests of the **Estate of Alan Fleishman**, his heirs, assigns, devisees, and any other successor in interest in the real property referred to herein as the 16469 Property. The Estate of Alan Fleishman holds a ½ interest in the 16469 Property as a tenant-in-common. In 2008, the firm of Kevin Gleason, P.A. took a ½ interest in the 16469 Property as a fee for representing an individual debtor in a Chapter 7 case. Rather than taking the real property into the corporation, the real property was taken in the names of the Debtor and his non-debtor spouse, as tenants-by-entireties. The transfer of that client's ½ interest in the 16469 Property caused the interest to transform from joint with right of survivorship to tenants-in-common with Alan Fleischman. Mr. Fleischman died in 2008 but no probate estate was opened. Due to the inability to transfer title in the absence of a probate proceeding, it has been

³ Claims for unpaid real property taxes have been filed by or on behalf of: Ilene Klasfeld; INA Group, LLC; and Joseph Edward Gazza. These claims will be objected to because those claims are included in the claim filed on behalf of Okeechobee County.

impossible to market the 16469 Property. The surviving spouse of Mr. Fleischman was noted on the records of the Okeechobee County Tax Assessor as the person to receive notices related to the 16469 Property. Mrs. Fleischman neither paid the accruing *ad valorem* taxes, nor informed the co-owners of the amounts. As a result, tax certificates were issued, one of which has accrued interest at 18% since 2009. The Plan provides for: the Debtor's non-debtor spouse to transfer her ½ undivided interest as tenant-by-entirety to the Debtor-in-possession as property of the bankruptcy estate; the Estate of Alan Fleischman to transfer its ½ interest as tenant-in-common to the Debtor-in-possession as property of the bankruptcy estate. On the Effective Date of the Plan, the Debtor-in-possession will transfer the bankruptcy estate's interest in the 16469 Property to a trust in exchange for the trust transferring the sum of \$25,000 to the Disbursing Agent, which funds will be used to pay administrative expenses, the accrued taxes on the 16469 Property, and a distribution to unsecured creditors.

The accrued taxes are approximately equal to ½ of the value of the 16469 Property. Consequently, the Estate of Alan Fleischman will receive no monetary compensation for the transfer of its interest in the 16469 Property. Upon the transfer of the 16469 Property into the bankruptcy estate, the Estate of Alan Fleischman will be released of any claims by the Debtor and his non-debtor spouse, and the Debtor and his non-debtor spouse will be released of any claims of the Estate of Alan Fleischman.

This class is impaired and entitled to vote on the Plan.

Class 6 consists of claims of **Deutsche Bank National Trust Company, as Trustee for the Benefit of the Harborview 2004-8 Trust Fund**⁴ related to its alleged interest in a mortgage on real property referred to herein as the 1312 Property.

In 2004, the Debtor and his non-debtor spouse acquired the 1312 Property, which

⁴ Referred to herein as "Deutsche Bank National".

consists of three lots in the North Lake section of Hollywood, Florida. The purchase price was \$750,000. At the time of closing, the 1312 Property was appraised at \$900,000 for just land value. The improvements to the 1312 Property include a residential structure believed to have been originally constructed as a rooming house built circa 1927. At least two additions were constructed eventually resulting in a single-family home, purchased in 1949 by the owner immediately previous to the Debtor and his non-debtor spouse. The original construction was a wood-framed, stucco, two-story structure. Most of the additions were of the same construction. The only concrete block portions of the existing structure are a single column on the southwest corner, and a Florida room which faces east.

When the Debtor and his non-debtor spouse purchased the 1312 Property, a non-destructive home inspection was completed. After closing, it was discovered that the Dade County Pine wooden frames had so deteriorated that the architect referred to the house as “structural stucco.” In other words, it was a miracle that the house did not fall down. The Debtor and his non-debtor spouse hired experts on rehabilitation of historic homes, including a general contractor and an engineer, who recommended the construction of a interior braces to prevent the house from collapsing. The team eventually concluded that the main house on the property could not be rehabilitated because the floor is below grade, and the entire structure would have to be raised to conform with Federal Emergency Management Agency standards to avoid flooding.

Any prospects for renovations to the main house were crushed in 2006, after which time the Debtor and his non-debtor spouse have tried to maintain the property to avoid problems with code enforcement. Notwithstanding all efforts, the 1312 Property continued to deteriorate. Another engineer was engaged to write a formal report, a copy of which is available upon request. The Debtor requested permission of Deutsche Bank Trust to demolish the main house, which permission was denied. A copy of the

exchange of letters is available upon request.

In the opinion of the Debtor, the 1312 Property is undesirable because the property is located in a designated historic district, and prospective developers significantly discounted the property due to issues related to obtaining permission to demolish the property. With the issues related to the property, the highest price offered for a short-sale was \$150,000, which price was accepted by the previous servicer, Bank of America. The short-sale did not occur because the then-second mortgagee, PNC Bank⁵, withheld its approval before the deadline imposed by Bank of America.

The Debtor challenged the tax assessed value of the 1312 Property for the years 2012 and 2013 through counsel. In both of those years the challenge was unsuccessful. In 2014, the Debtor, acting *pro se*, again challenged the assessed value of the 1312 Property, and successfully reduced the assessed value, after a contested evidentiary hearing before a magistrate, who reduced the assessed value from [\$] to [\$].

No offers to purchase the 1312 Property have been received since [year], the offer accepted by Bank of America, which expired before PNC Bank finally accepted the offer.

In [year], at the request of the previous owner, the Hollywood Commission granted a variance on the 1312 Property to permit two rental units. It is the Debtor's opinion that in the foreclosure process, the variance may be extinguished. The Debtor and his non-debtor spouse have maintained an occupational license as landlords since 2004 to preserve the variance. On the east side of the property is a concrete-block, three-car garage, with an attached chauffeur's quarters. The previous owner converted the garage to a two-bedroom apartment. Upon acquisition of the 1312 Property, the Debtor

⁵ PNC Bank released its second mortgage on the 1312 Property on [date], see OR Book and page.

demolished the interior of the garage structure and proceeded, through licensed professionals, to repair the roof and install new plumbing and some interior structures (all with proper permits and inspections). No replacement electrical work was done. As of now, the structure has bare concrete block walls, no operational plumbing, and no operational electrical service beyond a 15-amp service for construction power.

Hurricane Wilma took down the chauffeur's quarters, which have not been repaired.

Due to poor drainage and the lack of repairs on the adjacent property, the garage structure has sunk into the muck on the east side. The Debtor and his non-debtor spouse paid to have pin pilings inserted beneath the structure on the east side to prevent further deterioration. The interior improvements were made in such a manner as to level out the interior.

A formerly homeless man, Stanley Svetich, has occupied the 1312 Property for security and maintenance, since 2005. Stanley manages to subsist with just a garden hose connection and minimal electrical service.

Improvements to the 1312 Property include a rather large in-ground pool, which has structurally failed and is now kept as dry as possible to avoid mosquito-breeding.

Need to go through the history of the code violations and costs.

Deutsche Bank Trust commenced a foreclosure action on June 3, 2010, which was subsequently "voluntarily dismissed." Deutsche Bank Trust commenced a second foreclosure case on December 11, 2015, which was served upon the Debtor on December 23, 2015, and which event was the critical cause of the filing of this case. The Supreme Court of Florida heard oral argument in a case referred to "Bartram"⁶ on November 4, 2015. Depending upon the holding in that case, it is possible that the second foreclosure

⁶ *Bartram v. U.S. Bank N.A.* Case Number: SC14-1265 (Fla Supreme Court).

case was filed beyond the statute of limitations. Regardless of the holding in the Bartram case, the Debtor has a theory that the second foreclosure case was filed beyond the statute of limitations based upon the fact that the Debtor's non-debtor spouse, who was a co-obligor on the promissory note, filed a personal chapter 7 in the Southern District of Florida on August 10, 2010, and received her discharge on July 1, 2011, which relates back to the petition date in a Chapter 7 case. The Bankruptcy Code includes a permanent injunction against any act to collect a debt after a discharge in bankruptcy. The discharge prohibits acceleration of the note and mortgage as to the Debtor's non-debtor spouse. Since the mortgage and note could not be accelerated under federal law, it is reasonable to begin the statute of limitations calculation from the filing date of the Chapter 7 of the Debtor's non-debtor spouse, which placed the outer limit for Deutsche Bank Trust to commence foreclosure at August 9, 2015. Under a possible holding of the Supreme Court of Florida, the second foreclosure was approximately 6 months too late. Under the Debtor's federal theory of limitations, the second foreclosure was approximately 4 months too late.

The Plan provides for: the Debtor's non-debtor spouse to transfer her ½ undivided interest as tenant-by-entirety to the Debtor-in-possession as property of the bankruptcy estate. On the Effective Date of the Plan, the Debtor-in-possession will transfer the bankruptcy estate's interest in the 1312 Property to a trust. The trust will simultaneously transfer the sum of \$25,000 to the Disbursing Agent, which funds will be used to pay administrative expenses, the accrued taxes on the 16469 Property, and a distribution to unsecured creditors. The Bankruptcy Court will be requested to retain jurisdiction: to entertain the federal law issues in the pending foreclosure case; to extend the time to remove the pending foreclosure case to federal court for a sufficient time to hopefully have an opinion in the Bartram case regarding the statute of limitations; to consider objections to the claim of Deutsche Bank Trust; and to value the 1312 Property as of the

date of confirmation of the Plan so that if the Debtor or the successor trust puts additional resources into the 1312 Property to increase its value, the “delta” between the value as of confirmation and the gross sale price of the 1312 property will be for the benefit of the successor trust. Only if the Florida Supreme Court rules that the statute of limitations does not preclude the second foreclosure, will the Debtor remove the foreclosure case to federal court for determination of the bona fides of the Debtor’s theory on federal preclusion of the statute of limitations.

This class is impaired. The Claimant in this Class shall be entitled to vote on the Plan.

Class 7 consists of claims of **Deutsche Bank Trust Company Americas, as Trustee for Residential Accredit Loans, Inc., Mortgage Asset-Backed Pass-Through Certificates, Series 2006-QS7, aka Deutsche Bank Trust Company Americas as Trustee for RALI 2006QS7,**⁷ related to its alleged interest in a mortgage allegedly encumbering the real property referred to herein as the 4121 Property.

The 4121 Property was acquired by the Debtor and his non-debtor spouse in 2004 to be used as an office for Kevin Gleason, P.A, an entity through which the Debtor operated his legal practice through 2010. The improvements to the 4121 Property include a three-bedroom, two-bathroom, single-family home, with a pool. The property has significantly deteriorated. The property is infested with termites and needs a new roof. There are improvements which were made without permits. When we tried to obtain permits to install hurricane panels (as Wilma was bearing down on South Florida in 2005), the permit applications were initially declined due to a prior owner enclosing a carport without permits. That situation has hampered the ability to obtain permits on any properties owned by the Debtor and his non-debtor spouse. This class is impaired. The

⁷ Referred to herein as defined above as “Deutsche Bank Americas”.

claimant in this Class shall receive no payment under the Plan, but shall retain whatever *in rem* rights it has against the 4121 Property, except as provided in the Plan. The Claimant in this Class shall be entitled to vote on the Plan.

Class 8 consists of **James G. Kincaid and Suzanne Adkison Kincaid** (hereinafter the “Kincaids”), related to their interest in a non-recourse mortgage encumbering the real property referred to herein as the 1442 Property. This class is impaired. The Kincaids’ mortgage will be paid down upon sale of the 1442 Property, and their security interest will be protected in substitute collateral in the sum 20% greater than the remaining mortgage balance. Thereafter, the Debtor shall reinvest in another residence and use the reserved funds for such purpose. The Kincaids shall continue to receive monthly mortgage payments based upon the adjusted balance due, and for the remaining term of the mortgage.

The 1442 Property was initially a rental, into which the Debtor moved with his family in August of 2009. The Debtor’s non-Debtor spouse had the listing as a real estate broker on the 1442 Property, but the previous owners had already acquired a property in Ohio into which they decided to move upon their retirement from occupations in South Florida. The Debtor was familiar with the Kincaids because he resided next door from 1985 through 2003, and into 2004, nearly 19 years. With the real estate market in 2009 being depressed, and with the Debtor having no other place to house his family, the Debtor negotiated for the purchase of the 1442 Property with owner-financing. Primarily utilizing funds received from his mother’s estate, the Debtor was able to post a 10% deposit on a purchase price of \$450,000. The Kincaids agreed to hold a non-recourse mortgage in the original principal amount of \$405,000 at an interest rate of 6% per annum, for a period of 15 years. The mortgage “balloons” on January 5, 2025. Monthly mortgage payments have been timely paid since closing in January 2010. The 1442 Property is now, and has been, the Debtor’s homestead from and after

the closing.

If the Kincaids object to the treatment provided for in the Plan, the Debtor will be forced to rent the 1442 Property to afford to continue to pay the mortgage and real property taxes. In the event that the Plan will not be funded through the sale of the 1442 Property, the Debtor will seek a loan in the sum of \$25,000 to fund the trust, which in turn will fund distributions as provided for under the Plan. Any such loan will likely be secured by a second mortgage on the 1442 Property. The Debtor will either file an amended plan or modified plan, depending upon if or when the Kincaids object to their treatment under the Plan.

While the Debtor believes that the proposed treatment of the Kincaids' mortgage is fair and equitable, the Kincaids are friends of the Debtor who have their own issues and challenges, and the Debtor will not take any actions which harm the interests of the Kincaids, and the Debtor will not force the Kincaids into any financial arrangement to which they do not agree. Their trust in and kindness to the Debtor and his family will not be met with any less kindness to the Kincaids.

The Claimant in this Class shall be entitled to vote on the Plan.

Class 9 consists of the claim of Toyota Southeast Finance related to the purchase of a certain Toyota Prius. The claim in this Class is impaired only by the discharge of the Debtor. Payments will be made on this obligation until paid in full, or in the event of default, the vehicle may be repossessed. The Claimant in this Class shall be entitled to vote on the Plan.

In the late summer or early fall of 2015, Florida Bankruptcy Group, LLC, the Debtor's employer, determined that it was in the best interests of the company to acquire an automobile for the use of its employees. Toward that end, the Debtor conducted extensive research and recommended the purchase of a Toyota Prius II. In late November, 2015, Patricia E. Gleason, who is the sole officer and shareholder of Patricia

E. Gleason, P.A., the managing member of Florida Bankruptcy Group, LLC, directed the Debtor to acquire a Toyota Prius in the name of and for the benefit of the company. The Debtor negotiated terms for the purchase of a remaining model-year 2015 Prius, and went to the dealer to close the transaction. Upon being informed that the transaction could not be completed as a purchase by the entity, the dealer recommended that the Debtor's credit be checked and the purchase be structured individually. Mrs. Gleason consented to the suggested arrangement, and much to the surprise of Mr. Gleason, he qualified for a no-money-down purchase of the Toyota Prius II, which was acquired on December 9, 2015, before the Debtor had any notion that the 1312 Foreclosure would soon be filed. It must be emphasized that the purchase of the Toyota Prius II was in no way done in contemplation of the filing of this bankruptcy case.

As agreed with Florida Bankruptcy Group, LLC, all payments on the Toyota Prius II and all costs related to operation of that vehicle are either paid directly by the company or reimbursed to the Debtor.

Class 10 consists of the interests of **Patricia E Gleason** in real estate owned with the Debtor as tenants-by-entireties⁸ and the inchoate interest of PEG in real property titled exclusively in the name of the Debtor-in-possession.

Under Florida law, a wife holds an inchoate interest in the homestead of her spouse. This means that a married man cannot convey his ownership of his homestead property without the joinder of his wife.

When the Debtor was unable to pay the mortgage on the 1442 Property, and the related expenses, Mrs. Gleason paid those items from her separate income. Mrs. Gleason has filed a claim for reimbursement of the amounts she advanced, without interest. To

⁸ The following properties are owned by the Debtor-in-possession and PEG as tenants-by-entireties: 1312 Property; 4121 Property; and the Okeechobee Property.

the extent possible, Mrs. Gleason's claim will be paid from the proceeds of the sale of the 1442 Property, and if not paid from that property, from the proceeds of the sale of the 1312 Property, the 4121 Property, or the 16469 Property. Mrs. Gleason's real estate brokerage, Seabreeze Realty, will be the listing broker for the sale of the 1442 Property, the 1312 Property, or the 4121 Property. The listing agreements for the foregoing properties will be on the customary terms for such transactions. To the extent that Seabreeze Realty is entitled to receive any commission from the sale of any of the foregoing properties, Seabreeze may elect to waive its commissions and Mrs. Gleason shall be paid a like amount to be credited toward her claim. After Mrs. Gleason's claim is paid in full, any commissions earned by Seabreeze shall be paid to it in the ordinary course.

The claim in this Class is impaired. The Claimant in this Class shall be entitled to vote on the Plan.

Class 11 consists of **Revolving Credit Accounts electing to continue granting credit to the Debtor**⁹ (hereinafter "**Credit Cards**"). Any Credit Cards which elect to be treated in Class 11 shall reinstate all credit privileges under terms specified in the Plan and agreed to by the Debtor. Claimants in this class are impaired and are entitled to vote on the Plan.

Just prior to the commencement of this case, the Debtor inadvertently defaulted on payments to Discover Card, a credit account which he had since 1982. The Debtor was contacted by representatives of Discover Card to discuss a reduction in interest rates in exchange for a resumption of payments. Before he was served with the 1312 Foreclosure complaint, the Debtor intended to enter into an agreement with Discover

⁹ The following claimants may elect to be treated in Class 11: Discover Card (Last 4 digits of account number 2529); Citicard (Last 4 digits of account number 4449)

Card to cure and reinstate the account with the reduced interest rate offered. If Discover Card is willing to enter into the previously-proposed arrangement, the Debtor is willing to resume payments if Discover Card agrees not to cancel the card or reduce the former credit line for at least 5 years, so long as the Debtor is not in default in payments.

The Debtor's Citicard had a zero balance as of December 31, 2015, and was not therefore, listed as a creditor in this case. A small purchase was made on the CitiCard after January 1, 2016, after which CitiCard for whatever reason privileges were canceled unilaterally, and without notice. If CitiCard is willing to restore the credit privileges, it shall be paid in accordance with the credit agreement.

Class 12 Unsecured Creditors shall receive a *pro rata* dividend from the funds set aside from the sale of the Debtor's homestead in the , the 1442 Property after payment of administrative expenses, priority claims and real property taxes (excluding the claim of Patricia E Gleason). The distribution will be by mail and will be made within 10 days of the Effective Date. An additional distribution to claimants in this Class shall be made if the 1312 Property and/or the 4121 Property are sold within 5 years of the Effective Date.

Class 13 The interests of the individual Debtor in property of the estate. Upon confirmation of the Plan, the following property shall vest in Mr. Gleason (and not as Debtor-in-possession), free and clear of all liens, claims or interests (except the lien of Toyota Southeast Finance and the mortgage of the Kincaids): the 1442 Property; all individually-owned personal property listed on his Schedules¹⁰, and any property acquired by the Debtor-in-possession on or after January 1, 2016 through the date of the entry of an order confirming this Plan. All property titled in the name of either SPF Water Systems, Inc. or Kevin Gleason, P.A., shall be transferred to the Debtor individually, and not as the Debtor-in-possession. All personal property listed in the

¹⁰ and any amendments thereto.

Schedules as owned jointly with Patricia E Gleason shall remain jointly owned with Patricia E. Gleason. Upon confirmation of the Plan, the 1312 Property, 4121 Property, and the 16469 Property shall vest in the Debtor-in-possession, free and clear of any claim or interest of his spouse, and free and clear of any claims or interests except as provided to claimants in Classes 1, 2, 3, 4, 6, and 7.

D. Means of Implementing the Plan

1. *Source of Payments*

Payments and distributions under the Plan will be funded by the sale of the Debtor's homestead, 1442 Property.

2. *Post confirmation Management*

On or before 10 days after the Effective Date, the Debtor-in-possession shall convey the bankruptcy estate's interest in the 1312 Property, 4121 Property, and 16469 Property to a trust. Until the Effective Date, the foregoing properties shall remain as property of the bankruptcy estate. Attorney Wayne Kramer has agreed to serve as the trustee of the post-confirmation trust. CPA John A. Coniglio has agreed to serve as the Disbursing Agent under the Plan

E. Risk Factors

The proposed Plan has the following risks: 1) the real property may not sell for an amount sufficient to pay claims; 2) the Kincaids may object to the transfer of their security interest to substitute collateral; and 3) the Debtor may be unsuccessful in monetizing its interests in the 1312 Property and/or the 4121 Property.

F. Executory Contracts and Unexpired Leases

The Debtor does not have executory contracts or unexpired leases.

G. Tax Consequences of Plan

Creditors Concerned with How the Plan May Affect Their Tax Liability Should Consult with Their Own Accountants, Attorneys, And/Or Advisors.

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 at least as much as the creditor would receive in a chapter 7 liquidation case, unless the creditor 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 has a right to vote for or against the Plan only if that creditor has a claim that is both (1) allowed or allowed for voting purposes and (2) impaired.

In this case, the Debtor believes that all classes (except Class 13) 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?

Only a creditor with an allowed claim has the right to vote on the Plan. Generally, a claim 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, unless an objection has been filed to such proof of claim. When a claim is not allowed, the creditor holding the claim cannot vote unless the Court, after notice and hearing, either overrules the objection or allows the claim 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 May 2, 2016 for most creditors. The deadline for “Government Units” is June 29, 2016. The deadline for the Debtor to file objections to claims has been set in the Order Setting Hearing, but the Debtor will seek permission to object to some claims after confirmation of the Plan.

2. *What Is an Impaired Claim?*

As noted above, the holder of an allowed claim 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 are not entitled to vote:

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

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.

2. Treatment of Non accepting Classes

Even if one or more impaired classes reject the Plan, the Court may nonetheless confirm the Plan if the non-accepting classes are treated in the manner prescribed by §1129(b) of the Code. A plan that binds non-accepting classes is commonly referred to as a “cram down” plan. The Code allows the Plan to bind non-accepting classes of claims 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 , 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 who do not accept the Plan will receive at least as much under the Plan as such claim 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.

The Debtor believes that the Debtor will have a contract for sale of his homestead property within 6 months of the confirmation of the plan.

V. EFFECT OF CONFIRMATION OF PLAN

A. NO DISCHARGE OF DEBTOR. Debtor will not be discharged from any debt until or unless he complies with the requirements of the plan, including setting aside \$25,000 for the payment of administrative expenses, real property taxes, and general unsecured creditors.

B. Modification of Plan

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

Respectfully submitted,
Dated: June 6, 2016.

By: Kevin C Gleason

A full copy of the Plan.

Exhibit A.

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF FLORIDA
Fort Lauderdale Division

In re:

KEVIN C GLEASON

Case No.16-10001-JKO
Chapter 11

Debtor-in-possession /

KEVIN C GLEASON'S PLAN OF REORGANIZATION

ARTICLE I SUMMARY

This Plan of Reorganization (the "Plan") under chapter 11 of the Bankruptcy Code (the "Code") proposes to pay priority and unsecured creditors of Kevin C Gleason (the "Debtor"¹) from the sale of assets. The treatment of secured and purportedly secured creditors depends upon the property encumbered or allegedly encumbered by a lien.

This Plan provides for 8 classes of secured claims (both acknowledged or contested); 2 classes of unsecured claims; 2 classes for co-owners of property; and a class for the Debtor's interest in property of the estate. Unsecured creditors holding allowed claims will receive distributions, which the proponent of this Plan has valued at approximately 20 cents on the dollar. This Plan also provides for the payment of administrative and priority claims.

All creditors should refer to the remainder of this Plan for information regarding the precise treatment of their claim. A Disclosure Statement that provides more detailed information regarding this Plan and the rights of creditors has been circulated with this Plan. **Your rights may be affected. You should read these papers carefully and discuss them with your attorney, if you have one. (If you do not have an attorney, you may wish to consult one.)**

¹ References to the "Debtor-in-possession" herein are intentional and distinguish Mr. Gleason's concurrent roles as the Debtor and the Debtor-in-possession.

ARTICLE II CLASSIFICATION OF CLAIMS AND INTERESTS

Class 1 consists of the Allowed Secured Claim of Broward County Tax Collector for *ad valorem* and non *ad valorem* taxes related to the 1442 Property (defined below). The claim is secured by first-priority statutory liens on the Debtor-in-possession's interest in real property pursuant to §197.122 of the Florida Statutes. The liens securing the claim in Class 1 shall be retained after the Effective Date of the Plan until all taxes due are paid in full. The claim in Class 1 shall be paid in full by a lump-sum payment to be tendered no later than March 31, 2017. **Upon confirmation of the Plan the Broward County Tax Collector shall be enjoined from taking any actions to collect its claims so long as the Debtor is not in default under the Plan.** The Broward County Tax Collector will not be required to petition for the payment of *ad valorem* and non *ad valorem* taxes for the 2016 tax year, and subsequent years, and such post-petition taxes shall be paid and collected in the ordinary course pursuant to Florida law. This Class is impaired and permitted to vote on the Plan.

Class 2 consists of the Allowed Secured Claim of Broward County Tax Collector for *ad valorem and non ad valorem* taxes related to the 1312 Property (defined below). The claim is secured by first-priority statutory liens on the Debtor-in-possession's interest in real property pursuant to §197.122 of the Florida Statutes. The liens securing the claim in Class 2 shall be retained after the Effective Date of the Plan until all taxes due are paid in full. Upon conclusion of the 1312 Foreclosure Case², the claim in Class 2

² Deutsche Bank National Trust Company, as Trustee for Harbor View Mortgage Loan Trust 2004-8 Mortgage Loan Pass-through Certificates, Series 2004-8 v. Kevin C Gleason, Case No. CACE 2015-021920 filed in the Circuit Court of the 17th Judicial Circuit in and for Broward County, Florida on December 11, 2015.

shall be satisfied as follows: 1) if Deutsche Bank National³, or its representative or successor-in-interest (collectively referred to hereinafter as to as “Deutsche Bank Trust”) is unsuccessful in completing its foreclosure of the 1312 Property, this claim shall be paid in full within 30 days of a final judgment against Deutsche Bank Trust becoming final and non-appealable; or 2) the Broward County Tax Collector shall, upon a foreclosure judgment in favor of Deutsche Bank becoming final and non-appealable, be granted relief to exercise its rights under Florida law. The claim in Class 2 shall accrue interest in accordance with §511(a) of the Bankruptcy Code and §197.172 of the Florida Statutes. **Upon confirmation of the Plan the Broward County Tax Collector shall be enjoined from taking any actions to collect its claims so long as the Debtor is not in default under the Plan.** The Broward County Tax Collector will not be required to petition for the payment of *ad valorem and non ad valorem* taxes for the 2016 tax year, and subsequent years, and such post-petition taxes may be collected in the ordinary course pursuant to Florida law. This Class is impaired and permitted to vote on the Plan.

Class 3 consists of the Allowed Secured Claim of Broward County Tax Collector for *ad valorem and non ad valorem* taxes related to the 4121 Property (defined below). The claim is secured by first-priority statutory liens on the Debtor-in-possession's interest in real property pursuant to §197.122 of the Florida Statutes. The liens securing the claim in Class 3 shall be retained after the Effective Date of the Plan until all taxes due are paid in full. Upon conclusion of the 4121 Foreclosure Case⁴, the claim in Class 3

³ Deutsche Bank National Trust Company, as Trustee for Harbor View Mortgage Loan Trust 2004-8 Mortgage Loan Pass-through Certificates, Series 2004-8 will be referred to as “Deutsche Bank National”.

⁴ No such foreclosure case is currently pending.

shall be satisfied as follows: 1) if Deutsche Bank Trust Company Americas⁵, or its representative or successor-in-interest (collectively referred to hereinafter as “Deutsche Bank Americas”) is unsuccessful in foreclosing on the 4121 Property, this claim shall be paid in full within 30 days of the judgment becoming final and non-appealable; 2) if Deutsche Bank Americas is successful in foreclosing on the 4121 Property, the Broward County Tax Collector shall, upon a foreclosure judgment in favor of Deutsche Bank becoming final and non-appealable, be granted relief to exercise its rights under Florida law. The claim in Class 2 shall accrue interest in accordance with §511(a) of the Bankruptcy Code and §197.172 of the Florida Statutes. **Upon confirmation of the Plan the Broward County Tax Collector shall be enjoined from taking any actions to collect its claims so long as the Debtor is not in default under the Plan.** The Broward County Tax Collector will not be required to petition for the payment of *ad valorem and non ad valorem* taxes for the 2016 tax year, and subsequent years, and such post-petition taxes may be collected in the ordinary course pursuant to Florida law. This Class is impaired and permitted to vote on the Plan.

Class 4 consists of the Allowed Secured Claim of Okeechobee County Tax Collector and various holders of tax certificates⁶ for *ad valorem and non ad valorem* taxes for 2016 and prior years related to the 16469 Property (defined below). These claims are secured by statutory liens on the 16469 Property pursuant to §197.122 of the Florida Statutes. The liens securing the claims in Class 4 shall be retained after the

⁵ Deutsche Bank Trust Company Americas as Trustee for RALI 2006QS7 was the Plaintiff in Case No. 11-023591 (11), which was pending in the Circuit Court of the 17th Judicial Circuit in and for Broward County, Florida, until it was terminated on January 21, 2014.

⁶ The following creditors are also included in Class 4: Ilene Klasfeld; INA Group, LLC; and Joseph Edward Gazza.

Effective Date of the Plan until all taxes due are paid in full. When the 16469 Property is transferred into the S.O.L. Trust, in fee simple, the claims in Class 4 shall be paid in full. The claims in Class 4 shall accrue interest in accordance with §511(a) of the Bankruptcy Code and §197.172 of the Florida Statutes. Notwithstanding any language to the contrary in the Debtor's Plan, the Okeechobee County Tax Collector will not be required to petition for the payment of *ad valorem and non ad valorem* taxes for the 2016 tax year, and subsequent years, and such post-petition taxes shall be paid and collected in the ordinary course pursuant to Florida law. The claims in Class 4 are impaired and are entitled to vote on the Plan.

Class 5 consists of the interests of the **Estate of Alan Fleishman**, his heirs, assigns, devisees, and any other successor in interest in the real property commonly known as 16469 NW 288th Street, Okeechobee, Okeechobee County Florida, and described as

The West ½ of the East ½ of the South ½ of the South ½ of Tract 30, Section 14, Township 34 South, Range 33 East, according to the Plat thereof, as recorded in Plat Book 4, Pages 3A through 3D, of the Public Records of Okeechobee County, Florida.

Parcel Identification Number: 1-14-34-33-0A00-00030-000.

(Referred to herein as the “16469 Property”)

The Estate of Alan Fleishman holds a ½ interest in the 16469 Property as a tenant-in-common. The order confirming the Plan shall vest the 16469 Property in the S.O.L. Trust in fee simple. Upon transfer of the 16469 Property into the S.O.L. Trust, the Estate of Alan Fleishman and his heirs, devisees and successors in interest, if any, shall be absolved of any liability to the Debtor and his non-debtor spouse related to the 16469 Property, and the Debtor and his non-debtor spouse shall be absolved of any liability to the Estate of Alan Fleishman and his heirs, devisees and successors in interest, if any.

The Claimant in this Class is impaired and shall be entitled to vote on the Plan.

Class 6 consists of claims of **Deutsche Bank National Trust Company, as Trustee for the Benefit of the Harborview 2004-8 Trust Fund**⁷ related to its alleged interest in a mortgage recorded in Official Records Book 37888 at Page 584 allegedly encumbering the real property commonly known as 1312 Polk Street, Hollywood, Broward County, Florida 33019, and described as:

LOTS 17, 18, 19 AND THE EAST 4.00 FEET OF THE SOUTH 50.00 FEET OF LOT 20, BLOCK 10, HOLLYWOOD LAKES SECTION, A SUBDIVISION ACCORDING TO THE PLAT OR MAP THEREOF, AS RECORDED IN PLAT BOOK 1, PAGE 32 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

TAX# 514214-01-1930; Folio # 690136

(herein referred to as the "1312 Property"), jointly owned by the Debtor-in-possession and his non-debtor spouse. This class is impaired. The claimant in this Class shall receive no payment under the Plan, but shall retain whatever *in rem* rights it has against the 1312 Property, except as provided herein. After the Effective Date, the claimant in this Class may pursue whatever *in rem* rights it has against the 1312 Property in any court of competent jurisdiction. The transfer of the 1312 Property as provided in Article VII below in no way impairs whatever *in rem* rights are held by Deutsche Bank Trust in the 1312 Property, but neither the Debtor, his spouse, nor any successor owner of the 1312 Property shall be precluded from asserting any defenses or affirmative defenses, including, but not limited to, the statute of limitations in the 1312 Foreclosure.

If the claimant in this Class does not complete its pending foreclosure proceedings on or before the first day of the 12th month after the Effective Date, its claims shall be deemed satisfied and its liens shall be extinguished and satisfied of record, by order of the Bankruptcy Court in recordable form to be filed in the public records of Broward

⁷ As defined above, referred to herein as "Deutsche Bank National".

County. Deutsche Bank Trust may seek an extension of the 12-month limit herein for good cause shown before the expiration of the 12-month period.

Upon Transfer of the 1312 Property into the S.O.L. Trust, Deutsche Bank Trust, its agents and successors in interest, shall be enjoined from prosecuting a foreclosure case until or unless it amends the complaint to drop Kevin C Gleason and Patricia E Gleason as parties.

Deutsche Bank Trust has filed a claim as a fully secured creditor. Deutsche Bank shall not participate in Class 12. The Claimant in this Class shall be entitled to vote on the Plan.

Class 7 consists of claims of **Deutsche Bank Trust Company Americas, as Trustee for Residential Accredit Loans, Inc., Mortgage Asset-Backed Pass-Through Certificates, Series 2006-QS7, aka Deutsche Bank Trust Company Americas as Trustee for RALI 2006QS7,**⁸ related to its alleged interest in a mortgage recorded in Official Records Book 41399, at Page 1340, allegedly encumbering the real property commonly known as 4121 N. 31st Avenue, Hollywood, Broward County, Florida 33021, and described as:

THE SOUTH 105 FEET OF THE NORTH 555 FEET OF THE EAST 130 FEET OF THE WEST ½ OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 5, TOWNSHIP 51 SOUTH, RANGE 42 EAST, SAID LANDS SITUATE, LYING AND BEING IN BROWARD COUNTY, FLORIDA

Property ID # 514205-00-0040

(herein referred to as the "4121 Property"), jointly owned by the Debtor-in-possession and his spouse. This class is impaired. The claimant in this Class shall receive no payment under the Plan, but shall retain whatever *in rem* rights it has against the 4121

⁸ Referred to herein as defined above as "Deutsche Bank Americas".

Property, except as provided herein. After the Effective Date, the claimant in this Class may pursue whatever *in rem* rights it has against the 4121 Property in any court of competent jurisdiction. The transfer of the 4121 Property as provided in Article VII below in no way impairs whatever *in rem* rights are held by Deutsche Bank Americas in the 4121 Property but neither the Debtor, his spouse, nor any successor owner of the 4121 Property shall be precluded from asserting any defenses or affirmative defenses, including, but not limited to, the statute of limitations in response to the 4121 Foreclosure.

If the claimant in this Class does not complete foreclosure proceedings on or before the first day of the 12th month after the Effective Date, its claims shall be deemed satisfied and its liens shall be extinguished and satisfied of record, by order of the Bankruptcy Court in recordable form to be filed in the public records of Broward County. Deutsche Bank Americas may seek an extension of the 12-month limit herein for good cause shown before the expiration of the 12-month period.

Upon transfer of the 4121 Property into the S.O.L. Trust, Deutsche Bank Americas, its agents or successors in interest, shall be enjoined from prosecuting a foreclosure case in which either Kevin C Gleason or Patricia E Gleason are named as Defendants.

Deutsche Bank Americas has not filed a claim. Deutsche Bank Americas shall not participate in Class 12. The Claimant in this Class shall be entitled to vote on the Plan.

Class 8 consists of **James G. Kincaid and Suzanne Adkison Kincaid** (hereinafter the “Kincaids”), related to their interest in a non-recourse mortgage recorded in Official Records Book 47016, at Page 512, encumbering real property commonly known as 1442 Polk Street, Hollywood, Broward County, Florida 33020, and described as:

LOTS 25 AND 26, BLOCK 94, OF HOLLYWOOD, ACCORDING TO THE

PLAT THEREOF, RECORDED IN PLAT BOOK 1, PAGE 21, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

Property ID # 5142 15 02 7620

(the "1442 Property"), which is solely owned by the Debtor-in-possession, but subject to the inchoate interests of his non-debtor spouse, Patricia E Gleason. This class is impaired.

The 1442 Property will be sold. From the proceeds of sale, the non-recourse note shall be paid down such that the principal balance is \$200,000, and the sum of \$240,000 shall be placed into an interest-bearing account secured to the benefit of the Kincaids until the acquisition of a replacement property on which the Kincaids shall hold a 1st mortgage with no less than an 80% loan-to-value ratio⁹, and otherwise the terms of the existing mortgage, including the requirement for continuing monthly payments¹⁰, shall remain unchanged. The Claimant in this Class shall be entitled to vote on the Plan.

Class 9 consists of the claim of Toyota Southeast Finance related to the purchase of a certain Toyota Prius. The claim in this Class is impaired only by the discharge of the Debtor. **Upon confirmation of the Plan, Toyota Southeast Finance, and any successor in interest thereto, shall be enjoined from taking any actions to collect its claim unless: the Debtor is in default under the Plan; or the payments are not made in accordance with the terms of the original agreement.** Notwithstanding discharge of the in personam liability, Toyota Southeast Finance shall continue to report the status of payments to whichever credit bureaus to which it is a subscriber/participant. The

⁹ The loan-to-value ratio shall be computed to include any improvements or repairs for which professional estimates are obtained prior to closing, and which improvements or repairs are completed as soon as practicable after closing.

¹⁰ The mortgage provides for recalculation of the monthly payment when payments are made toward principal in multiples of \$10,000.

Claimant in this Class shall be entitled to vote on the Plan.

Class 10 consists of the interests of **Patricia E Gleason** (hereinafter “PEG”) in real estate owned with the Debtor as tenants-by-entireties¹¹ and the inchoate interest of PEG in real property titled exclusively in the name of the Debtor-in-possession. The claim in this Class is impaired. PEG’s claim shall be paid from the net proceeds of the sale of the Debtor’s homestead, and if not fully paid from such proceeds, shall be paid from the net proceeds of the sale of any real property transferred into the S.O.L. Trust¹². The Claimant in this Class shall be entitled to vote on the Plan.

Class 11 consists of **Revolving Credit Accounts electing to continue granting credit to the Debtor**¹³ (hereinafter “Credit Cards”). Any Credit Cards which elect to be treated in Class 11 shall reinstate all credit privileges which existed as of the Petition Date (January 1, 2016) and shall agree that so long as the Debtor complies with all requirements of the respective credit agreements, his credit privileges shall not be reduced or impaired for a minimum period of 5 years after the Effective Date. Claims of Claimants electing to be treated in Class 11 shall be paid in accordance with the respective credit agreement, but the reinstatement interest rate shall be subject to negotiations. If the Debtor does not agree with proposed reinstatement interest rate of a claimant in this Class, such Claimant’s claim shall be treated in Class 12. Claimants in this class are impaired and are entitled to vote on the Plan.

¹¹ The following properties are owned by the Debtor-in-possession and PEG as tenants-by-entireties: 1312 Property; 4121 Property; and the Okeechobee Property.

¹² Any balance unpaid to this claimant, which is paid from the proceeds of the sale of the 1312 Property or the 4121Property shall be paid at closing, as an item on the closing statement, and shall not be included in the calculation of net proceeds.

¹³ The following claimants may elect to be treated in Class 10: Discover Card (Last 4 digits of account number 2529); Citicard (Last 4 digits of account number 4449)

Class 12 Unsecured Creditors shall receive a *pro rata* dividend from the funds paid by the Debtor into the S.O.L. Trust (\$25,000) after payment of administrative expenses and priority claims (excluding the claim of Patricia E Gleason). The distribution will be by mail and will be made within 10 days of the Effective Date. An additional distribution to claimants in this Class shall be made as provided in Article VII below if the 1312 Property and/or the 4121 Property are sold within 5 years of the Effective Date.

Class 13 The interests of the individual Debtor in property of the estate. Upon confirmation of the Plan, the following property shall vest in Mr. Gleason (and not as Debtor-in-possession), free and clear of all liens, claims or interests (except the lien of Toyota Southeast Finance and the mortgage of the Kincaids): the 1442 Property; all individually-owned personal property listed on his Schedules¹⁴, and any property acquired by the Debtor-in-possession on or after January 1, 2016 through the date of the entry of an order confirming this Plan. All property titled in the name of either SPF Water Systems, Inc. or Kevin Gleason, P.A., shall be transferred to the Debtor individually, and not as the Debtor-in-possession. All personal property listed in the Schedules as owned jointly with Patricia E Gleason shall remain jointly owned with Patricia E. Gleason. Upon confirmation of the Plan, the 1312 Property, 4121 Property, and the 16469 Property shall vest in the Debtor-in-possession, free and clear of any claim or interest of his spouse, and free and clear of any claims or interests except as provided to claimants in Classes 1, 2, 3, 4, 6, and 7.

On or before 10 days after the Effective Date, the Debtor-in-possession shall convey the bankruptcy estate's interest in the 1312 Property, 4121 Property, and 16469 Property to the S.O.L. Trust as provided in Article VII below. Until the Effective Date,

¹⁴ and any amendments thereto.

the foregoing properties shall remain as property of the bankruptcy estate.

**ARTICLE III ADMINISTRATIVE EXPENSE CLAIMS,
U.S. TRUSTEES FEES, AND PRIORITY TAX CLAIMS**

Unclassified Claims. Under section §1123(a)(1), administrative expense claims, and priority tax claims are not in classes.

Administrative Expense Claims. Each holder of an administrative expense claim allowed under § 503 of the Code will be paid in full on or before the Effective Date of this Plan (as defined in Article VIII), in cash, or upon such other terms as may be agreed upon by the holder of the claim and the Debtor-in-possession.

Priority Tax Claims. Each holder of a priority tax claim will be paid in full on the Effective Date of this Plan (as defined in Article VIII), in cash.

United States Trustee Fees. All fees required to be paid by 28 U.S.C. §1930(a)(6) (hereinafter “U.S. Trustee Fees”) will accrue and be timely paid until the case is closed, dismissed, or converted to another chapter of the Code. Any U.S. Trustee Fees owed on or before the Effective Date of this Plan will be paid on or before the Effective Date.

ARTICLE V ALLOWANCE AND DISALLOWANCE OF CLAIMS

Disputed Claim. A disputed claim is a claim to which an objection has been lodged and that has not been allowed or disallowed by a final non-appealable order.

Delay of Distribution on a Disputed Claim. No distribution will be made on account of a disputed claim until such claim is allowed by a final non-appealable order.

Settlement of Disputed Claims. The Debtor-in-possession will have the power and authority to settle and compromise a disputed claim with court approval and compliance with Rule 9019 of the Federal Rules of Bankruptcy Procedure.

ARTICLE VI EXECUTORY CONTRACTS AND UNEXPIRED LEASES

The Debtor is not a party to any executory contracts or unexpired leases.

ARTICLE VII MEANS FOR IMPLEMENTATION OF THE PLAN

The Plan will be funded from the proceeds of the sale of the Debtor's homestead (the 1442 Property) in the sum of \$25,000; and possibly and additional five percent (5%) of the net proceeds of the sale¹⁵ of the 1312 Property, the 4121 Property, or the 16469 Property. Upon sale of the 1442 Property the S.O.L. Trust shall receive from the proceeds of sale, and as a line-item on the closing statement, the sum of \$25,000, which the trustee of the S.O.L. Trust will then transfer to the account of the Disbursing Agent as consideration paid by the S.O.L. Trust for the transfer of the following assets into the S.O.L. Trust:

1. the 16469 Property;
2. the 1312 Property; and
3. the 4121 Property.

The Debtor's spouse consents to the transfer of all real property owned as tenants-by-entireties to the Debtor-in-possession as property of the bankruptcy estate, and shall, at least 10 days before the confirmation hearing, execute and deliver deeds to effectuate all transfers, such deeds to be held in escrow by the Debtor-in-possession to be released from escrow on the Effective Date contemporaneously with the transfer from the Debtor-in-possession to the S.O.L. Trust.

The Debtor's spouse consents to the sale of the 1442 Property free and clear of her inchoate dower interest, and shall, at least 10 days before the confirmation hearing, execute and deliver a limited power of attorney in favor of the Debtor to effectuate a conveyance and sale of the 1442 Property.

¹⁵ if sold within 5 years of the Effective Date.

ARTICLE VIII GENERAL PROVISIONS

Definitions and Rules of Construction. The definitions and rules of construction set forth in §§ 101 and 102 of the Code shall apply when terms defined or construed in the Code are used in this Plan, and they are supplemented by the following definitions:

Effective Date of Plan. The Effective Date of this Plan is the later of October 1, 2016, or the fifth business day following the closing on the real property commonly known as 1442 Polk Street. If, however, a stay of the confirmation order is in effect on that date, the Effective Date will be the first business day after the date on which the stay of the confirmation order expires or is otherwise terminated.

Substantial Consummation The Plan shall not be substantially consummated until after the Effective Date and the transfer of the 1312 Property, the 4121 Property, and the 16469 Property into the S.O.L. Trust.

Severability. If any provision in this 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 this Plan.

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

Captions. The headings contained in this Plan are for convenience of reference only and do not affect the meaning or interpretation of this Plan.

Controlling Effect. Unless a rule of law or procedure is supplied by federal law (including the Code or the Federal Rules of Bankruptcy Procedure), the laws of the State of Florida govern this Plan and any agreements, documents, and instruments executed in connection with this Plan, except as otherwise provided in this Plan.

Cramdown. Debtor reserves the right to seek confirmation of the Plan notwithstanding the rejection or non-acceptance of the Plan by one or more classes of creditors, pursuant

to §1129(b) of the Bankruptcy Code.

ARTICLE IX DISCHARGE

Discharge. Confirmation of this Plan does not discharge any debt provided for in this Plan until the court grants a discharge on distribution of the sum of \$25,000 in accordance with the terms of this Plan, or as otherwise provided in § 1141(d)(5) of the Code.

ARTICLE X OTHER PROVISIONS

Default. If any payment required under this Plan is not timely made, or if the Debtor fails to perform any obligation required under the Plan for more than 10 days after the time specified in this Plan, any affected creditor may serve upon the Debtor a written notice of default. The Debtor is in material default under this Plan if the Debtor fails within 15 days of such notice of default, either: (i) to cure such material default, or: (ii) to seek from the Bankruptcy Court an extension of time to cure the material default or a determination that no default has occurred. The Bankruptcy Court shall be requested to set a status conference within 45 days after October 3, 2016, and every 45 days thereafter until substantial consummation of the Plan.

If the Bankruptcy Court determines that there are material defaults under the Plan the case shall be converted to a case under Chapter 7. Upon conversion to Chapter 7, any unpaid creditor(s) in Classes 1, 2, 3, 6, and 7 shall have full and complete relief from the automatic stay of 11 U.S.C. Sec 362(a) to exercise their *in rem* rights against whatever collateral they assert secures their claim(s). Upon conversion to Chapter 7, any property of the Debtor-in-possession which has not then been transferred under the Plan shall vest in the Chapter 7 estate, free and clear of any interest of the Debtor's spouse.

Retention of Jurisdiction. The Bankruptcy Court retain jurisdiction until all Plan payments have been made and the Debtor's discharge is issued. Notwithstanding the closing of this case, before or after issuance of discharge, the Bankruptcy Court shall

retain jurisdiction to reopen the case without payment of a filing fee to issue any orders which may be required pursuant to Title 11 of the United States Code, Section 1142(b), and to:

- A. allow Claims and hear objections thereto;
- B. approve the payment of Administrative Expenses (if any);
- C. complete any adversary proceeding or contested matters pending;
- D. determine and resolve defaults under the Plan until the case is closed before entry of discharge;
- E. make such other orders as are necessary and appropriate to carry out the provisions of the Plan;
- F. correct any defect, cure any omission, or reconcile any inconsistency in the Plan or Order of Confirmation as may be necessary to carry out the purposes and intent of the Plan;
- G. adjudicate all Claims to any lien on any property of the Debtor or proceeds thereof, whether transferred into the S.O.L. Trust, or not;
- H. determine the amount of any secured claim, whether the property has been transferred into the S.O.L. Trust, or not;
- I. Determine the amount payable to claimants in Classes 6 and/or 7 upon proposed sale of the 4121 Property and/or the 1312 Property after confirmation of the Plan, including the value of either of those properties as of the confirmation date;
- J. recover or order the transfer of all assets and properties of the Debtor to the extent necessary for consummation of the Plan;
- K. deem satisfied and extinguish the liens of the creditors in Classes 6 and 7 by entry of an order of the Bankruptcy Court in recordable form to be filed in the public records of Broward County; and
- L. retain jurisdiction over any foreclosure proceedings involving the real properties

described herein as the 1312 Property and the 4121 Property to the extent of any federal questions, and the deadline for filing a removal action is extended for 10 days more than the period of time allotted for the claimants in Classes 6 and 7 to complete their foreclosures as to the 1312 Property and the 4121 Property.

After relinquishment of jurisdiction by the Bankruptcy Court, the provisions of the Plan may be enforced by any court of competent jurisdiction including the Circuit Court of the 17th Judicial Circuit, in and for Broward County, Florida.

Notices. Any notice required to be provided to the Debtor under the Plan shall be in writing and sent by certified mail, return receipt requested, postage prepaid, addressed to: Kevin C Gleason, 4121 N 31st Ave, Hollywood, Fl 33021-2011. If to a creditor, at the address listed on the creditor's proof of claim filed with the Court or on Debtor's submitted schedules if no claim has been filed. Any party may change the address to which notices are to be sent to it by giving notice to each other party in the manner set forth herein, and notices shall be deemed received on the 4th business day after mailing.

Unclaimed Funds. Any check for any payment due hereunder which shall remain uncashed after sixty days from the date of mailing same to the record address of the Claimant shall be deemed forfeited, payment stopped and such funds shall thereupon revert to the Debtor. The failure to timely negotiate a check tendered in payment for a claim hereunder, or the returned mail with no forwarding address constitutes a waiver of any future payments to such creditor under the Plan and forfeiture of any payments due such creditor, such forfeited payments to remain property of the Debtor.

Debtor-in-Possession Account. After the Effective Date, the Debtor-in-possession may discontinue the designation of the Chase account as a Debtor-in-possession account.

Retiree Benefits. The Debtor has no outstanding Claims, or anticipated future Claims for retiree benefits within the meaning of 11 U.S.C. Sec. 1114(a).

Domestic Support Obligations. The Debtor is not required by a judicial or administrative

order, or by statute, to pay a domestic support obligation.

Future Cooperation. If any claimant, or its successor in interest, fails and refuses to execute any document necessary to implement the terms of the Plan (including, but not limited to a release of lien or release of mortgage), such claimant shall be liable for attorney's fees and costs incurred in obtaining such document or a substitute therefor.

Special Tax Provisions. The issuance, transfer, or exchange of a security, or the making or delivery of an instrument of transfer under the Plan may not be taxed under any law imposing a stamp tax or similar tax. There shall be no tax under any law imposing a stamp tax or similar tax due on: the recording of any documents related to the transfers of the real or personal property to or from the Debtor; or related to financing obtained by the first transferee of any property from the Debtor as provided under the Plan.

Specifically, but without limitation, there shall be no tax under any law imposing a stamp tax or similar tax due on the recording of any documents related to the transfers of the following real property:

- (i) the 1442 Property, including the transfer from the Debtor's spouse to the Debtor, from the Debtor to any third-party purchaser of the 1442 Property, and on the Debtor's first subsequently-purchased property using the proceeds of the sale of the 1442 Property and the retained portion of the Kincaid mortgage, such replacement property being situated in Broward County, Palm Beach County, or Martin County, Florida;
- (ii) the 1312 Property, including the transfer from the Debtor's spouse to the Debtor, from the Debtor to the S.O.L. Trust, and from the S.O.L. Trust to any third-party purchaser of the 1312 Property, including any mortgages placed by such third-party purchaser;
- (iii) the 4121 Property, including the transfer from the Debtor's spouse to the Debtor, from the Debtor to the S.O.L. Trust, and from the S.O.L. Trust to any

third-party purchaser of the 4121 Property, including any mortgages placed by such third-party purchaser;

- (iv) or the 16469 Property, including the transfer from the Estate of Alan Fleischman to the Debtor, the transfer from the Debtor's spouse to the Debtor, from the Debtor to the S.O.L. Trust, and from the S.O.L. Trust to any third-party purchaser of the 16469 Property, including any mortgages placed by such third-party purchaser.

Disbursing Agent. The disbursing agent under the Plan shall be John A. Coniglio, CPA.

Initial Trustee of S.O.L. Trust The initial trustee of the S.O.L. Trust shall be attorney Wayne Kramer.

Respectfully submitted,

By: _____
Kevin C Gleason

Dated: June 6, 2016.

The identity and fair market value of the estate's assets.

Asset	Value	Liens	Net Value	Exempt or Immune?
1442 Property	\$600,000	\$370,000	\$230,000	Exempt
1312 Property	\$310,000 ¹	\$776,042 ²	\$ -0-	Immune
4121 Property	\$157,310 ³	\$451,833 ⁴	\$ -0-	Immune
16469 Property	\$ 2,830	\$ 2,308 ⁵	\$ 522	Immune
Vehicles ⁶	\$ 1,300	\$ -0-	\$ 1,300	Yes, 1 st \$1000
Sporting Goods ⁷	\$ 336	\$ -0-	\$ 336	Yes
Electronics	\$ 300	\$ -0-	\$ 300	Yes
Firearms	\$ 2,000	\$ -0-	\$ 2,000	No
Jewelry	\$ 1,000	\$ -0-	\$ 1,000	No
401K plan	\$ 9,000	\$ -0-	\$ 9,000	Exempt
IRA Plans	\$ 28,000	\$ -0-	\$ 28,000	Exempt

Exhibit B

¹ Based upon the value assigned after contested hearing before magistrate in 2015.

² Taken from the proof of claim. Amount subject to objection.

³ Based upon the Broward County Property Appraiser.

⁴ As of November 6, 2015 based upon letter from Brock and Scott of that date.

⁵ Based upon the Okeechobee Tax Collector's proof of claim.

⁶ Excluding the Prius II which is fully encumbered.

⁷ Excluding the items owned with non-debtor spouse.

The most recent post-petition operating report filed since the commencement of the Debtor's bankruptcy case

Exhibit C

This will be inserted upon approval of the Disclosure Statement on the assumption that the most recent report will then be the July report.

Liquidation Analysis.

The total non-exempt and non-immune assets of the bankruptcy estate total less than \$3000. The Debtor proposes to contribute the sum of \$25,000 from the sale of his exempt homestead, which will yield a significant distribution to unsecured creditors.

Exhibit D