

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF FLORIDA
FORT LAUDERDALE DIVISION
www.flsb.uscourts.gov

In re:

Case No.: 16-10063-JKO
Chapter 11

INNOCENT O. CHINWEZE,

Debtor in Possession.

**FIRST AMENDED DISCLOSURE STATEMENT IN SUPPORT OF
CHAPTER 11 PLAN OF REORGANIZATION FOR INNOCENT O. CHINWEZE**

10/3/2016

COMES NOW the Debtor-In-Possession, **INNOCENT O. CHINWEZE**, by and through his undersigned counsel, and files herewith his First Amended Disclosure Statement in accordance with the provisions of 11 U.S.C. §1125, in order to provide Creditors entitled to vote on the proposed Plan of Reorganization with adequate information in order to make an informed vote upon the proposed plan.

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IMPORTANT: THIS DISCLOSURE STATEMENT CONTAINS INFORMATION THAT MAY BEAR UPON YOUR DECISION TO ACCEPT OR REJECT THE PROPOSED CHAPTER 11 PLAN. PLEASE READ THIS DOCUMENT WITH CARE.

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**DISCLOSURE STATEMENT IN SUPPORT OF CHAPTER 11 PLAN OF
REORGANIZATION FOR INNOCENT O. CHINWEZE**

**DEBTOR RESERVES THE RIGHT TO AMEND OR SUPPLEMENT THIS PROPOSED
DISCLOSURE STATEMENT AT OR BEFORE THE CONFIRMATION HEARING**

I. INTRODUCTION

INNOCENT O. CHINWEZE (hereinafter referred to as “**Debtor**”) provides this **First Amended Disclosure Statement** (the “**Disclosure Statement**”) to all of Debtor’s Creditors in order to permit such Creditors to make an informed decision in voting to accept or reject the Debtor’s Plan of Reorganization under Chapter 11, of the Bankruptcy Code (the “**Plan**”). Capitalized terms used herein but not otherwise defined have the meanings assigned to such terms in the Plan. Whenever the words “include,” “includes” or “including” are used in this Disclosure Statement, they are deemed to be followed by the words “without limitation.”

The Disclosure Statement is presented to certain holders of Claims against the Debtor in accordance with the requirements of section 1125 of the United States Bankruptcy Code, 11 U.S.C. §§ 101 – 1330 (the “**Bankruptcy Code**”). Section 1125 of the Bankruptcy Code, requires that a disclosure statement provide information sufficient to enable a hypothetical and reasonable investor, typical of the Debtor’s Creditors, to make an informed judgment whether to accept or reject the Plan. The Disclosure Statement may not be relied upon for any purpose other than that described above.

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 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);
3. Who can vote on or object to the Plan;
4. What factors the Bankruptcy Court (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 or equity interest under the Plan compares to what you would receive on your claim or equity interest in liquidation; and
6. The effect of confirmation of the Plan.

II. DISCLAIMER

THE DISCLOSURE STATEMENT AND THE PLAN ARE AN INTEGRAL PACKAGE, AND THEY MUST BE CONSIDERED TOGETHER FOR THE READER TO BE ADEQUATELY INFORMED. THIS INTRODUCTION IS QUALIFIED IN ITS ENTIRETY BY THE REMAINING PORTIONS OF THIS DISCLOSURE STATEMENT, AND THIS DISCLOSURE STATEMENT IN TURN IS QUALIFIED, IN ITS ENTIRETY, BY THE PLAN.

NO REPRESENTATIONS CONCERNING THE DEBTOR (PARTICULARLY AS TO THE VALUE OF HIS PROPERTY) ARE AUTHORIZED BY THE DEBTOR OTHER THAN AS SET FORTH IN THIS DISCLOSURE STATEMENT AND ITS EXHIBITS. ANY REPRESENTATIONS OR INDUCEMENTS MADE TO SECURE YOUR ACCEPTANCE OF THE PLAN OTHER THAN AS CONTAINED IN THE DISCLOSURE STATEMENT AND ITS EXHIBITS SHOULD NOT BE RELIED UPON BY YOU IN ARRIVING AT YOUR DECISION, AND SUCH ADDITIONAL REPRESENTATIONS AND INDUCEMENTS SHOULD BE REPORTED TO COUNSEL FOR DEBTOR, WHO WILL IN TURN DELIVER SUCH INFORMATION TO THE BANKRUPTCY COURT FOR SUCH ACTION AS MAY BE APPROPRIATE.

THE INFORMATION CONTAINED IN THIS DISCLOSURE STATEMENT, INCLUDING ANY EXHIBITS CONCERNING THE FINANCIAL CONDITION OF THE DEBTOR AND THE OTHER INFORMATION CONTAINED HEREIN, HAS NOT BEEN SUBJECT TO AN AUDIT OR INDEPENDENT REVIEW EXCEPT AS EXPRESSLY SET FORTH HEREIN. ACCORDINGLY, THE DEBTOR IS UNABLE TO WARRANT OR REPRESENT THAT THE INFORMATION CONCERNING THE DEBTOR OR HIS FINANCIAL CONDITIONS IS ACCURATE OR COMPLETE. THE PROJECTED INFORMATION CONTAINED IN THIS DISCLOSURE STATEMENT HAS BEEN PRESENTED FOR ILLUSTRATIVE PURPOSES ONLY, AND, BECAUSE OF THE UNCERTAINTY AND RISK FACTORS INVOLVED, THE DEBTOR'S ACTUAL RESULTS MAY NOT BE PROJECTED HEREIN.

ALTHOUGH AN EFFORT HAS BEEN MADE TO BE ACCURATE, THE DEBTOR DOES NOT WARRANT OR REPRESENT THAT THE INFORMATION CONTAINED IN THIS DISCLOSURE STATEMENT AND ITS EXHIBITS IS CORRECT. THE DISCLOSURE STATEMENT CONTAINS ONLY A SUMMARY OF THE PLAN. EACH CREDITOR IS STRONGLY URGED TO REVIEW THE PLAN PRIOR TO VOTING ON IT.

THE STATEMENTS CONTAINED IN THIS DISCLOSURE STATEMENT ARE MADE AS OF THE DATE OF THE DISCLOSURE STATEMENT UNLESS ANOTHER TIME IS SPECIFIED. THE DELIVERY OF THIS DISCLOSURE STATEMENT WILL NOT UNDER ANY CIRCUMSTANCES CREATE AN IMPLICATION THAT THERE HAS NOT BEEN ANY CHANGE IN THE FACTS SET FORTH SINCE THE DATE OF THE DISCLOSURE STATEMENT.

A STATEMENT OF THE ASSETS AND LIABILITIES OF THE DEBTOR AS OF THE DATE OF THE COMMENCEMENT OF THE CASE IS ON FILE WITH THE CLERK OF THE BANKRUPTCY COURT AND MAY BE INSPECTED BY INTERESTED PARTIES DURING REGULAR BUSINESS HOURS.

THIS DISCLOSURE STATEMENT HAS BEEN PREPARED IN ACCORDANCE WITH SECTION 1125 OF THE BANKRUPTCY CODE AND NOT IN ACCORDANCE WITH FEDERAL OR STATE SECURITIES LAWS OR OTHER APPLICABLE NON-BANKRUPTCY LAW.

THIS DISCLOSURE STATEMENT WILL NOT BE CONSTRUED TO BE ADVICE ON THE TAX, SECURITIES OR OTHER LEGAL EFFECTS OF THE PLAN. EACH CREDITOR SHOULD, THEREFORE, CONSULT WITH ITS OWN LEGAL, BUSINESS, FINANCIAL, AND TAX ADVISERS AS TO ANY SUCH MATTERS CONCERNING THE SOLICITATION, THE PLAN OR THE TRANSACTIONS CONTEMPLATED THEREBY.

III. NOTICE OF HOLDERS OF CLAIMS AND INTERESTS

This Disclosure Statement is being transmitted to certain holders of Claims for the purpose of soliciting votes on the Plan and to others for informational purposes.

Pursuant to the Code, the Plan has been filed concurrently with this Disclosure Statement with the Bankruptcy Court. The Bankruptcy Court will schedule a hearing on approval of this Disclosure Statement and on confirmation of the Plan (the “**Confirmation Hearing**”) to be held at the United States Bankruptcy Court for the Southern District of Florida, 299 East Broward Boulevard, Room 301, Fort Lauderdale, Florida 33301. At the Confirmation Hearing, the Bankruptcy Court will consider whether this Disclosure Statement and the Plan satisfy the requirements of the Bankruptcy Code, including whether the Plan is in the best interests of the claimants. **APPROVAL OF THIS DISCLOSURE STATEMENT BY THE BANKRUPTCY COURT DOES NOT CONSTITUTE A DETERMINATION BY THE BANKRUPTCY COURT EITHER OF THE FAIRNESS OR MERITS OF THE PLAN OR OF THE ACCURACY OR COMPLETENESS OF THE INFORMATION CONTAINED IN THIS DISCLOSURE STATEMENT.**

The Disclosure Statement is on file with the Court, and you may access it electronically or you may obtain a copy at your expense from the clerk or view a copy at the public terminals in the clerk’s office. Copies may be obtained from the plan proponent by written request. To obtain, at your cost additional copies of this Disclosure Statement or of the Plan, please contact **DCS Law Group, P.A., 111 N. Pine Island Road, Suite 205, Plantation, Florida 33324, Telephone; (954) 358-5911 or Facsimile: (954) 357-2267 or Email: dtdlaw@aol.com.**

This Disclosure Statement contains only a summary of the Plan. Each creditor is urged to review the Plan in its entirety prior to voting. **In the event of any inconsistency between the Plan and the Disclosure Statement, the provisions of the Plan will control.** It is important that creditors exercise their right to vote to accept or reject the Plan. Even if you do not vote to accept

the Plan, you may be bound by it if it is accepted by the requisite holders of Claims as described below.

IV. GENERAL INFORMATION

A Brief Overview of Chapter 11

Chapter 11 is the principal reorganization chapter of the Code. Pursuant to Chapter 11, a debtor is authorized to reorganize its financial affairs for its own benefit and that of its creditors.

The commencement of a Chapter 11 case creates an estate comprised of all the legal and equitable interests that a debtor has in property as of the date that the bankruptcy petition is filed. The Code provides that a debtor may continue to manage its financial affairs and remain in possession of its property as a “debtor in possession.” The Debtor has remained in possession of his properties as Debtor-in-Possession. No Trustee or Examiner has been appointed in this Chapter 11 Case.

The filing of a Chapter 11 petition also triggers the “automatic stay” provisions of the Code. Section 362 of the Code provides for a stay or an injunction against any attempt to collect a pre-petition debt, claim or obligation from a debtor or to otherwise interfere with its property or business. Unless the Bankruptcy Court orders otherwise, the automatic stay remains in full force and effect until the plan is confirmed.

The formulation of a plan of reorganization is the primary purpose of a Chapter 11 case. A plan sets forth the means by which a debtor will satisfy creditors who hold claims against a debtor. Although it is referred to as a plan of reorganization, it may also provide for the orderly liquidation or transfer of the debtor’s assets.

After a plan is filed, the holders of claims against or interests in a debtor are requested to vote to accept or reject the plan. Before soliciting acceptances of a proposed plan, Section 1125 of the Code requires that a debtor prepare a disclosure statement which contains adequate information about a debtor, its assets and its liabilities that will enable a hypothetical, reasonable investor to make an informed decision about the Plan.

Chapter 11 does not require that each holder of a claim against or an equity interest in a debtor vote in favor of a plan for the Bankruptcy Court to confirm the Plan. The Code defines acceptance of the Plan of reorganization by a given class of creditors holding claims against a debtor as acceptance by at least two-thirds in amount and more than one-half of the number of the holders of allowed claims in that class actually voting. The Code also defines acceptance of a plan by a class of equity interests as acceptance by holders of two-thirds of the number of interest actually voting. Holders of claims or interests who fail to vote will not be counted as having either accepted or rejected the Plan.

Classes of claims or equity interests that are not “impaired” under the plan are conclusively presumed to have accepted the Plan, and therefore, are not entitled to vote. Acceptances of the Plan in this Chapter 11 Case are being solicited only from those entities holding Claims in an

impaired class.

Even if all of the classes of claims accept a plan of reorganization, the Bankruptcy Court may determine that a Plan should not be confirmed if the Plan does not meet the requirements of Section 1129 of the Code. Generally, Section 1129 requires, among other provisions, that a Plan of reorganization be in the “best interest” of the claimants, a test generally requires that the value of the consideration to be distribution to the holders of claims under the Plan of reorganization is not less than what they would receive if the assets of the debtor were liquidated pursuant to Chapter 7 of the Code. To satisfy the “feasibility” requirement of Section 1129, the Court must also find that there is a reasonable probability that the debtor will be able to perform the obligations set forth in the Plan. The Debtor believes that the “best interest” and “feasibility” requirements are satisfied by its Plan.

The Bankruptcy Court may confirm a plan of reorganization even though fewer than all of the classes of impaired claims accept it. For a Plan of Reorganization to be confirmed despite the rejection of one or more classes of impaired claims, the proponent of the Plan must show, among other requirements, that the plan does not discriminate unfairly and that it is fair and equitable with respect to each impaired class of claims that has not accepted the Plan. The Bankruptcy Court must also determine, pursuant to Section 1129(b) of the Code, that the economic terms of the Plan of reorganization do not unfairly discriminate with respect to an objecting class. The Debtor believes that the economic terms of the Plan do not unfairly discriminate with respect to any of the impaired classes.

V. DEBTOR’S CHAPTER 11 CASE SYNOPSIS AND SUMMARY OF THE PLAN OF REORGANIZATION

Debtor is an individual who purchased multiple real estate properties. Debtor is a lawyer licensed to practice law in New York. Debtor moved to Florida, and suffered tremendous personal (divorce) and financial losses due to the fact that he could not practice state court law in Florida, and subsequently found himself generally overwhelmed by the strain of the economic downturn and the precipitous drop in value of real estate in the South Florida Market. Due to the downturn of the economy and rental market, Debtor has found himself unable to procure a constant flow of tenants for his investment properties, resulting in a reduction in rental income and the inability to carry the debt burden for his investment properties. Prior to Debtor’s bankruptcy filing, Debtor was defending several foreclosure lawsuits in Broward County and Alachua County styled:

Alachua County:

1. CACE 09-3146-11: BANK OF AMERICA, N.A. VS. ONNOCENT O. CHINWEZE, ET. AL.
2. CACE 09-3247: BANK OF AMERICA, N.A. VS. ONNOCENT O. CHINWEZE, ET. AL.
3. 2014-CC-1411: KENSINGTON SOUTH CONDOMINIUM ASSOCIATION I VS. INNOCENT O. CHINWEZE, ET. AL.

Broward County:

4. CACE 09-020059-11: BANK OF AMERICA, N.A. VS. ONNOCENT O. CHINWEZE, ET. AL.
5. CACE 10-03050-11: BANK OF AMERICA, N.A. VS. ONNOCENT O. CHINWEZE, ET. AL.

(the “**Foreclosure Lawsuits**”); and due to these misfortunes, Debtor sought protection under Chapter 13 of the Bankruptcy Code on January 4, 2016 (the “**Petition Date**”). The case was converted to a Chapter 11 case on February 17, 2016. On the Petition Date or shortly thereafter, Debtor filed his Voluntary Petition for reorganization under Chapter 13 of the Bankruptcy Code, and subsequently filed his Schedules and Statement of Financial Affairs (collectively, the “**Schedules**”) in this Bankruptcy Case. Since the Petition Date, the Debtor has maintained ownership of his assets.

A. Summary of Debtor’s Assets

The Debtor’s Schedules show assets of \$432,123.90 which includes the following:

1. Homestead property located 13361 SW 42 St, Miramar, FL 33327:	\$245,380.00
2. Investment property located 612 SW 76 Ter., N. Lauderdale, FL 33068:	119,590.00
3. Investment property located:3901 SW 20 Ave # 102, Gainesville, FL 32607:	63,100.00
4. 2004 Mercedes Benz:	1,500.00
5. 2010 Nissan Altima [expired lease]:	0.00
6. Clothing [de-minimis value]:	0.00
7. Cash on hand:	10.00
8. TD Bank # 2664 [Business]:	296.90
9. TD Bank # 0266 [Business]:	0.00
10. TD Bank # 0240 [Business]:	2,246.00
11. Various Entities, item 19 on Schedule B:	1.00

The Debtor’s source of income is derived from his occupation as a Lawyer, and the collection of rents from the investment properties. Debtor’s income for 2012, 2013 and 2014 were \$74,000.00, \$84,000.00, and \$86,000.00 respectively.

B. The Debtor’s Liabilities**1. Debt to Secured Creditors****a. Homestead property located 13361 SW 42 St, Miramar, FL 33327:**

Bank of America, N.A. is owed \$540,536.59 as per the Proof of Claim # 7 filed by the Creditor. Account # XXXX4403. Debtor reserves the right to object to this Claim.

Silver Falls Homeowners Association, Inc. [Association Dues] is owed \$15,639.87 as per the Proof of Claim # 5 filed by the Creditor. The pre-petition arrears are an unsecured debt. Debtor reserves the right to object to this Claim.

[Each claim is identified and treated in Article VI, Section B of this Disclosure Statement.]

b. Investment property located 612 SW 76 Terrace., N. Lauderdale, FL 33068:

Bank of America, N.A. is owed \$433,163.51 as per the Proof of Claim # 8 filed by the Creditor. Account # XXXX5284. Debtor reserves the right to object to this Claim.

[Each claim is identified and treated in Article VI, Section B of this Disclosure Statement.]

c. Investment property located at 3901 SW 20 Ave # 102, Gainesville, FL 32607:

Bank of America, N.A. is owed \$157,036.66 as per the Proof of Claim # 9 filed by the Creditor. Account # XXXX0070. Debtor reserves the right to object to this Claim.

Kensington South Condominium Association, Inc. is owed \$25,048.81 for pre-petition arrears as per the Proof of Claim # 6 filed by the Creditor. The pre-petition arrears owed to the Association is an unsecured debt. Debtor reserves the right to object to this Claim.

[Each claim is identified and treated in Article VI, Section B of this Disclosure Statement.]

d. 2004 Mercedes S500

Wells Fargo is owed \$1412.44 as per Claim # 1.

[Each claim is identified and treated in Article VI, Section B of this Disclosure Statement.]

2. Allowed Administrative Claims.

“Administrative Claims” shall consist of Allowed Claims for liabilities incurred by the Debtor in the ordinary course during the Chapter 11 Case including the Administrative Claims of professionals. Each holder of an Allowed Administrative Claim arising during the ordinary course of business shall receive, on the latest to occur of (i) the effective date, (ii) the date on which its Administrative Claim becomes an Allowed Administrative Claim, and (iii) the date on which its Administrative claim becomes payable under any agreement relating thereto, cash equal to the unpaid portion of the Allowed Administrative Claim. Notwithstanding the foregoing, (a) any Allowed Administrative Claim arising during the Bankruptcy Case shall be paid in the ordinary course of business in accordance with the terms and conditions of any agreement relating thereto; and (b) any Allowed Administrative Claim may be paid on such other terms as may be agreed on between the holder of such claim and the Debtor.

a. Professional Fees and Expense Claims

Compensation of professionals and reimbursement of expenses incurred by professionals are Administrative Claims pursuant to sections 503(b)(2), 503(b)(3), 503(b)(4) and 503(b)(5) of the Code (the “**Professional Fees and Expenses Claims**”). All payments to Professionals for Professional Fees and Expenses Claims will be made in accordance with the procedures established by the Code, the Rules and the Court relating to the payment of interim and final compensation for services rendered and reimbursement of expenses. The Court will review and determine all applications for compensation for services rendered and reimbursement of expenses.

All entities seeking an award by the Court of Professional Fees and Expenses shall file their respective final applications for allowance of compensation for services rendered and reimbursement of expenses incurred through the Effective Date pursuant to section 330 of the Code and Rule 2016 by the date that is ten (10) days after the Effective Date or such other date as may be fixed by the Court.

The time for filing objections to applications for allowance and payment of Professional Fees and Expenses, and the date and time for a hearing in respect of such applications and the related objections, if any, shall be set forth in the Confirmation Order or other Order of the Court.

To date, Debtor has incurred attorney fees and expenses in the amount of approximately \$15,000.00 for approximately 60 hours worked as of the date of the filing of this Plan. Attorney fees will continue to accrue consistent with the provisions of the retainer agreement and a fee application will be filed reflecting these earned amounts. All earned amounts specified in the first fee application were charged against the initial retainer of \$940.00. It is estimated that Debtor will incur and additional \$5,000.00 to \$10,000.00 in attorney fees. DCS Law Group, P.A. will receive, on the Effective Date, payment through the Debtor’s Plan of Reorganization.

Notwithstanding anything herein to the contrary, all Professional Fees and Expenses that are awarded by the Court shall become Allowed Administrative Claims and shall be paid in full in Cash on the later of the Effective Date of the Plan, the date on which such Professional Fees and Expense Claim becomes an Allowed Administrative Claim by Final Order of the Court or as soon thereafter as is reasonably practicable.

b. United States Trustee’s Fees

Notwithstanding any other provisions of the Plan to the contrary, the Debtor shall pay the United States Trustee the appropriate sum required pursuant to 28 U.S.C. §1930(a)(6), within ten (10) days of the entry of the order confirming the Plan, for pre-confirmation periods and simultaneously provide to the United States Trustee an appropriate affidavit indicating the cash disbursements for the relevant period. The Debtor, as Reorganized Debtor, shall further pay the United States Trustee the appropriate sum required pursuant to 28 U.S.C. §1930(a)(6), based upon all post-confirmation periods within the time period set forth in 28 U.S.C. §1930(a)(6), based upon all post-confirmation disbursements made by the Reorganized Debtor, until the earlier of the closing of this case by the issuance of a Final Decree by the Bankruptcy Court, or upon the entry

of an Order by the Bankruptcy Court dismissing this case or converting this case to another chapter under the United States Bankruptcy Code, and the Reorganized Debtor shall provide to the United States Trustee upon the payment of each post-confirmation payment, and concurrently filed with the Court, Post-Confirmation Quarterly Operating Reports indicating all the cash disbursements for the relevant period.

3. Priority Tax Claims

Priority Tax Claims shall consist of those Allowed Claims which are given priority under Section 507(a)(8) of the Bankruptcy Code. On, or as soon as reasonably practical thereafter, the later to occur of (i) the Effective Date and (ii) the date such Priority Tax Claim becomes an Allowed Priority Tax Claim, each holder of an Allowed Priority Tax Claim shall receive in full satisfaction, settlement, release, and discharge of, and in exchange for such Allowed Priority Tax Claim, in the sole discretion of the Debtor: (a) cash equal to the unpaid portion of such Allowed Priority Tax Claim, (b) deferred cash payments over a period not exceeding five (5) years from the Petition Date, or not exceeding May 26, January 17, 2020, or (c) such other treatment as to which the Debtor and such holder shall have agreed in writing; provided, however, that the Reorganized Debtor reserves the right to pay any Allowed Priority Tax Claim, or any remaining balance of any Allowed Priority Tax Claim, in full at any time on or after the Distribution Date without premium or penalty.

Debtor owes the Internal Revenue Service \$186,150.66, of which \$4052.90 is an Allowed Secured Claim, \$10,255.89 is an Unsecured Priority Claim, and \$171,841.87 is an Allowed Unsecured General Claim as per the Amended Proof of Claim # 3 filed by the Internal Revenue Service.

4. Debt to Unsecured Priority Creditors

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

Debtor has indicated on Schedule E that no creditors hold unsecured priority claims.

5. Debt to Unsecured Creditors

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

In addition to the indebtedness described in Section B(1), pursuant to Proofs of Claim filed in Debtor's case and undisputed amount scheduled for creditors that have not filed Proofs of Claim the aggregate amount of scheduled unsecured claims is approximately \$80,947.00 as indicated on Schedule F attached hereto as **Exhibit "C"**.

NOTICE TO CLASS ---- GENERAL UNSECURED CREDITORS: Pursuant to 11 U.S.C.

§1129(a)(15), unsecured creditors have a right to object to confirmation of the Plan. If you object to confirmation of the Plan, the value of the property to be distributed under the Plan shall not be less than the projected disposable income of the Debtor (as defined in 11 U.S.C. §1325(b)(2) to be received during the 5-year period beginning on the date that the first payment is due under the Plan (or during the period for which the Plan provides payments, whichever is longer).

VI. SUMMARY OF THE PLAN

For purposes of the Plan, the Claims of Creditors shall be classified as follows:

A. Classified Claims

1. **Class I** consists of the Allowed Secured Claim of Bank of America, N.A., as described, classified and treated in Section 4.01 of the Plan, and Article VI, Section B of this Disclosure Statement, for homestead property located at 13361 SW 42 St, Miramar, FL 33327. This Class is impaired within the meaning of 1124 of the Bankruptcy Code.
2. **Class II** consists of the Allowed Secured Claim of Bank of America, N.A., as described, classified and treated in Section 4.02 of the Plan, and Article VI, Section B of this Disclosure Statement for property located at 612 SW 76 Terrace., N. Lauderdale, FL 33068. This Class is impaired within the meaning of 1124 of the Bankruptcy Code.
3. **Class III** consists of the Allowed Secured Claim of Bank of America, N.A., as described, classified and treated in Section 4.03 of the Plan, and Article VI, Section B of this Disclosure Statement for property located at 3901 SW 20 Ave # 102, Gainesville, FL32607. This Class is impaired within the meaning of 1124 of the Bankruptcy Code.
4. **Class IV** consists of the Allowed Secured Claim of Internal Revenue Service, as described, classified and treated in Section 4.04 of the Plan, and Article VI, Section B of this Disclosure Statement. This Class is impaired within the meaning of 1124 of the Bankruptcy Code.
5. **Class V** consists of the Allowed Secured Claim of Kensington South Condominium Association, Inc., as described, classified and treated in Section 4.03 of the Plan, and Article VI, Section B of this Disclosure Statement for property located at 3901 SW 20 Ave # 102, Gainesville, FL32607. This Class is impaired within the meaning of 1124 of the Bankruptcy Code.
6. **Class VI** consists of the Allowed Secured Claim of Silver Falls Homeowners Association, Inc., as described, classified and treated in Section 4.06 of the Plan, and Article VI, Section B of this Disclosure Statement, for homestead property located at 13361 SW 42 St, Miramar, FL 33327. This Class is impaired within the meaning of 1124 of the Bankruptcy Code.
7. **Class VII** consists of the Allowed Secured Claim of Wells Fargo Bank, N.A. d/b/a Wells Fargo Dealer Services, as described, classified and treated in Section 4.01 of the

Plan, and Article VI, Section B of this Disclosure Statement, for a 2004 Mercedes S500. This Class is impaired within the meaning of 1124 of the Bankruptcy Code.

8. **Class VIII** shall mean the Allowed General Unsecured Claims, as described, classified and treated and Article VII, Section B of this Disclosure Statement.

B. Classification and Treatment of Claims and Interests, and Right to Vote.

1. CLASS I – Allowed Secured Claim held by Bank of America, N.A., [Claim # 7] [Lender], on Homestead Real Property Located at 13361 SW 42 St, Miramar, FL 33327 – (Impaired)

(a) Description. Class I consists of the Allowed Secured Claim of Bank of America, N.A., in the amount of \$540,536.59, secured by a senior mortgage lien against Debtor's homestead real property located at 13361 SW 42 St, Miramar, FL 33327.

Lender has relief from the automatic stay, and one year prospective in rem relief from the automatic stay on the subject property based on the fact based on the fact that the subject property was sold at a foreclosure sale [DE # 168].

(b) Treatment. Since Lender has relief from the automatic stay, this property will not be given any treatment in this Plan.

© Lender shall not receive any distribution on account of its Claim # 7 from this case.

(d) Debtor reserves the right to object to Claim # 7.

(e) Impairment. Class I Claim is Impaired.

2. CLASS II – Allowed Secured Claim held by Bank of America, N.A [Claim # 8] [Lender] on Real Property Located at 612 SW 76 Terrace., N. Lauderdale, FL 33068– (Impaired)

(a) Description. Class II consists of the Allowed Secured Claim of Bank of America, N.A., in the amount of \$164,000.00 secured by a senior mortgage lien against Debtor's non-homestead real property located at 612 SW 76 Terrace., N. Lauderdale, Florida 33068.

(b) Treatment. On the Effective Date, except to the extent the holder of the Secured Claim now held by Lender, agrees to different treatment, Lender, shall receive, in full satisfaction, settlement, release, extinguishment and discharge of such Secured Claim, payment according to a thirty (30) year fixed fully amortized loan at 5.00%. The amortization will consist of three-hundred and sixty (360) equal monthly payments of \$880.39. Payments shall commence upon the latter of (i) the Effective Date or, (ii) the date on which an order approving payment of such Secured Claim becomes a Final Order.

(c) Deficiency Claim Treatment. Bank of America, N.A. retains a deficiency claim in the amount of \$269,163.51 as senior lienholder for Debtor's non-homestead real property located at 612 SW 76 Terrace., N. Lauderdale, FL 33068. Bank of America, N.A. is entitled to distributions pursuant to the treatment specified in Class VIII (Allowed Unsecured Claims) to be applied toward Bank of America, N.A.'s deficiency claim on its senior lienholder position.

(d) Debtor shall be responsible for the payment of taxes and insurance on this property, and will provide proof of insurance to the Lender.

(e) Creditor, Bank of America, shall be granted Stay Relief upon entry of the Chapter 11 Confirmation Order so that in the event of a post-confirmation default the Creditor will not need to seek further court order from this court to enforce its rights as to the collateral.

(f) Debtor reserves the right to object to Claim # 8.

(g) Impairment. Class II Claims are Impaired.

3. CLASS III – Allowed Secured Claim held by Bank of America, N.A., [Claim # 9] [Lender] on Real Property Located at 3901 SW 20 Ave # 102, Gainesville, FL 32607– (Impaired)

(a) Description. Class III consists of the Allowed Secured Claim of Bank of America, N.A., in the amount of \$86,200.00 secured by a senior mortgage lien against Debtor's non-homestead real property located at 3901 SW 20 Ave # 102, Gainesville, FL 32607.

(b) Treatment. On the Effective Date, except to the extent the holder of the Secured Claim now held by Lender, agrees to different treatment, Lender, shall receive, in full satisfaction, settlement, release, extinguishment and discharge of such Secured Claim, payment according to a thirty (30) year fixed fully amortized loan at 3.00%. The amortization will consist of three-hundred and sixty (360) equal monthly payments of \$364.42. Payments shall commence upon the latter of (i) the Effective Date or, (ii) the date on which an order approving payment of such Secured Claim becomes a Final Order.

(c) Deficiency Claim Treatment. Bank of America, N.A. retains a deficiency claim in the amount of \$74,436.66 as senior lienholder for Debtor's non-homestead real property located at 3901 SW 20 Ave # 102, Gainesville, FL 32607. Bank of America, N.A. is entitled to distributions pursuant to the treatment specified in Class VIII (Allowed Unsecured Claims) to be applied toward Bank of America, N.A.'s deficiency claim on its senior lienholder position.

(d) Debtor shall be responsible for the payment of taxes and insurance on this property.

(e) Debtor reserves the right to object to Claim # 9.

(f) Impairment. Class III Claims are Impaired.

4. CLASS IV – Allowed Secured Claim held by Internal Revenue Service [Claim # 3]. – (impaired)

(a) Description. Class IV consists of the Allowed Secured Claim of the Internal Revenue Service in the amount of in the amount of \$4,052.90, secured by a lien on all of the Debtor’s equity in the real and personal property disclosed on Schedules A & B filed with the Court.

(b) Treatment of Secured Claim. On the Effective Date, except to the extent the holder of the Secured Claim, agrees to different treatment, IRS, shall receive, in full satisfaction, settlement, release, extinguishment and discharge of such Secured Claim, payment according to a five (5) year fixed fully amortized loan at 3.00%. The amortization will consist of sixty (60) equal monthly payments of \$72.83. Payments shall commence upon the latter of (i) the Effective Date or, (ii) the date on which an order approving payment of such Secured Claim becomes a Final Order.

(c) Treatment of Unsecured Priority Claim: The Amended Claim # 3 filed by the IRS reflects a Priority Claim in the amount of \$10,255.89. Debtor shall make equal payments in the amount of \$170.93 for 60 months, 30 days after the effective date of the Plan.

(d) Treatment of General Unsecured Claim. Internal Revenue Service retains a General Unsecured Claim the amount of \$171,841.87, and is entitled to distributions pursuant to the treatment specified in Class VIII (Allowed Unsecured Claims) to be applied towards the General Unsecured Claim of the Internal Revenue Service.

5. Class V - Allowed Secured Claim held by Kensington South Condominium Association, Inc., [Claim # 6] [Lender] on Real Property Located at 3901 SW 20 Ave # 102, Gainesville, FL 32607– (Impaired)

(a) Description. Class V consists of the Allowed Secured Claim of Kensington South Condominium Association, Inc., in the amount of \$25,048.81 secured by a lien against Debtor’s non-homestead real property located at 3901 SW 20 Ave # 102, Gainesville, FL 32607.

(b) Treatment. On the Effective Date, except to the extent the holder of the Secured Claim now held by Lender, agrees to different treatment, Lender, shall receive, in full satisfaction, settlement, release, extinguishment and discharge of such Secured Claim, as follows:

(i) Kensington South Condominium Association, Inc. (“Kensington”) shall retain its secured claim in the amount of \$25,048.81 (the “Claim”), and its lien on the reorganized Debtor’s real property located at 3901 SW 20th Avenue #102, Gainesville, FL 32607 (the “Property”), which shall be automatically released when the reorganized Debtor successfully completes the requirements of the Plan with regard to Kensington.

(ii) The reorganized Debtor has the following duties under the Plan:

A. The reorganized Debtor must timely make all payments to Kensington for all current obligations, including post petition dues and assessments.

B. The reorganized Debtor must pay Kensington the full amount of twenty thousand dollars (\$20,000.00) (the "Settlement Payment") as follows:

i. A lump-sum payment of twenty-five hundred (\$2,500.00) on or before the 30th day following the date of Confirmation of this Plan; and

ii. Fifty-eight (58) regular monthly payments of three hundred dollars (\$300.00) commencing on the 60th day following the date of Confirmation of this Plan and continuing every thirty (30) days thereafter; and

iii. A final payment of one hundred dollars (\$100.00) on the 60th month following the date of Confirmation of this Plan. Together, the duties described above are the "Required Payments."

C. The difference between the Claim amount and the amount of the Settlement Payment \$5,048.81 shall be treated as a general unsecured claim.

D. Once the Debtor has satisfied all Required Payments, the lien of Kensington shall be automatically released and the Debtor will be discharged from any further liability under the Claim, although all current obligations (e.g., dues and assessments) shall remain in full force and effect.

E. The Debtor is in default under these terms if he fails to timely pay any one of the Required Payments, and a breach will occur if the Debtor fails to cure the default by the tenth (10th) day following written notice by Kensington to the Debtor of such default. Notice shall be made by U.S. mail to the Debtor at the then-current address of record in this Bankruptcy Case and by electronic mail to counsel of record in this Bankruptcy Case. Notice shall be deemed effective when transmitted. Upon breach, Kensington may file an Ex-parte Affidavit of Non-Payment and Non-Compliance with the Bankruptcy Court attaching evidence of the notice of default and sworn testimony that no payment was timely made, along with a proposed order granting immediate relief from the automatic stay and enjoining the Debtor from filing any new bankruptcy case for two (2) years from the date of the order. Kensington shall be entitled to immediate relief from the stay upon any breach by the Debtor under these terms. In the event of breach, the full amount of the Claim shall be reinstated in full, less any payments made toward the Claim under this Plan, plus all attorneys fees and costs to which Kensington may be entitled including fees and costs expended in this Bankruptcy Case.

F. Kensington South Condominium Association, Inc.'s statutory right to pursue subsequent purchasers and first mortgagees for the amounts owed to it pursuant to the claim of lien and allowed as collectible pursuant to Fla. Stat. 720.3085.

(c) Unsecured Deficiency Claim Treatment. Kensington South Condominium Association, Inc. retains a deficiency claim in the amount of \$5,048.81 as lienholder for Debtor's non-homestead real property located at 3901 SW 20 Ave # 102, Gainesville, FL 32607. Association is entitled to distributions pursuant to the treatment specified in Class VIII (Allowed Unsecured Claims) to be applied toward its deficiency claim on its lien.

(d) Impairment. Class V Claims are Impaired.

6. Class VI Allowed Secured Claim held by Silver Falls Homeowners Association, Inc., [Claim # 5] [Lender] on Real Property Located at 13361 SW 42 St, Miramar, FL 33327 (Impaired)

- (a) Description. Class VI consists of the Allowed Secured Claim of Silver Falls Homeowners Association, Inc., in the amount of \$5,000.00 secured by a lien against Debtor's homestead real property located at 13361 SW 42 St, Miramar, FL 33327.
- (b) Treatment. On the Effective Date, except to the extent the holder of the Secured Claim now held by Lender, agrees to different treatment, Lender, shall receive, in full satisfaction, settlement, release, extinguishment and discharge of such Secured Claim, payment of \$5000.00 in equal payments of \$83.33 over 60 months. Payments to being 30 days after the effective date of the confirmation of the plan.
- (c) Deficiency Claim Treatment. Silver Falls Homeowners Association, Inc., retains a unsecured deficiency claim in the amount of \$10,639.87 as lienholder for Debtor's homestead real property located at 13361 SW 42 St, Miramar, FL 33327. Silver Falls Homeowners Association, Inc., is entitled to distributions pursuant to the treatment specified in Class VIII (Allowed Unsecured Claims) to be applied toward it's deficiency claim on its lien.
- (d) Impairment. Class VI Claims are Impaired.

7. Class VII Allowed Secured Claim held by Wells Fargo Bank, N.A. d/b/a Wells Fargo Dealer Services, [Claim # 1] [Lender] on 2004 Mercedes S500- (Impaired)

- (a) Description. Class VII consists of the Allowed Secured Claim of Wells Fargo Bank, N.A. d/b/a Wells Fargo Dealer Services in the amount of \$1412.44 secured by a lien against a 2004 Mercedes S500.
- (b) Treatment. On the Effective Date, except to the extent the holder of the Secured Claim now held by Lender, agrees to different treatment, Lender, shall receive, in full satisfaction, settlement, release, extinguishment and discharge of such Secured Claim, a total of \$1412.44 in equal payments of \$23.54 over 60 months, 30 days on the effective date of confirmation of plan.
- (c) Deficiency Claim Treatment. No
- (d) Debtor shall be responsible for the payment of insurance on this property.
- (e) Debtor reserves the right to object to Claim # 1.
- (f) Impairment. Class VII Claims are Impaired.

8. CLASS VIII – Allowed General Unsecured Claims – (Impaired)

(a) Description. Class VIII consists of the Allowed General Unsecured Claims, including: the Allowed Unsecured Claims specified on Debtor’s Schedule F; Allowed Unsecured Deficiencies on the First Mortgages for all Non-Homestead Properties, and Pre-Petition Arrears owed to Homeowners or Condo owners Associations, attached hereto as Exhibit C.

(b) Treatment. On the Effective Date, each holder of an Allowed General Unsecured Claim shall receive, in full and final satisfaction of their respective claims, a Pro Rata share of \$500.00 per quarter for payments one (1) through twenty (20) to be paid from the New Value payment of Innocent O. Chinweze pursuant to the payment schedule established in Debtor’s Disclosure Statement Payment shall commence upon the latter of (i) the Effective Date or, (ii) the date on which an order approving payment of such Allowed Unsecured Claim becomes a Final Order and be paid according to the following schedule:

- 1st Payment of \$500.00 due by December 10, 2016
- 2nd Payment of \$500.00 due by March 10, 2017
- 3rd Payment of \$500.00 due by June 10, 2017
- 4th Payment of \$500.00 due by September 10, 2017
- 5th Payment of \$500.00 due by December 10, 2017
- 6th Payment of \$500.00 due by March 10, 2018
- 7th Payment of \$500.00 due by June 10, 2018
- 8th Payment of \$500.00 due by September 10, 2018
- 9th Payment of \$500.00 due by December 10, 2018
- 10th Payment of \$500.00 due by March 10, 2019
- 11th Payment of \$500.00 due by June 10, 2019
- 12th Payment of \$500.00 due by September 10, 2019
- 13th Payment of \$500.00 due by December 10, 2019
- 14th Payment of \$500.00 due by March 10, 2020
- 15th Payment of \$500.00 due by June 10, 2020
- 16th Payment of \$500.00 due by September 10, 2020
- 17th Payment of \$500.00 due by December 10, 2020
- 18th Payment of \$500.00 due by March 10, 2021
- 19th Payment of \$500.00 due by June 10, 2021
- 20th Payment of \$500.00 due by September 10, 2021

(c) Impairment. Class VIII Claims are Impaired.

NOTICE TO CLASS ---- GENERAL UNSECURED CREDITORS: Pursuant to 11 U.S.C. §1129(a)(15), unsecured creditors have a right to object to plan confirmation. If you object to confirmation of the Plan, the value of the property to be distributed under the Plan shall not be less than the projected disposable income of the Debtor (as defined in 11 U.S.C. §1325(b)(2) to be received during the 5-year period beginning on the date that the first payment is due under the Plan (or during the period for which the Plan provides payments, whichever is longer).

C. Means for Implementation of Plan

1. Vesting of the Property of the Estate

On the Effective Date, all property of the Debtor's Estate, including all real and personal property interests, shall vest in the Debtor.

2. Source of Plan Funding

Funds to be used to make cash payments under the Plan shall derive from the following income source: (i) Debtor's rental income generated by the investment properties located at: 612 SW 76 Terrace., N. Lauderdale, FL 33068 and 3901 SW 20 Ave # 102, Gainesville, FL 32607, (ii) Income is derived from his occupation as a Lawyer practicing in the areas of Taxation, Immigration, and International Law. Debtor is currently enrolled at the University of Miami for LLM/JD program, and believes that he will be accepted as a member of the Florida Bar upon completion.

The budget, attached hereto as **Exhibit "A"** (the "Budget") is a monthly budget that illustrates the projected income and liabilities of the Debtor going forward pursuant to the Debtor's Plan.

3. Disputed Claims

Notwithstanding any other provision of the Plan, if any portion of a Claim is disputed, the full amount of such Claim shall be treated as a Disputed Claim for purposes of this Plan, and no payment or Distribution provided under the Plan shall be made on account of such Claim unless and until such Disputed Claim becomes an Allowed Claim or Allowed Equity Interest (in whole or in Part).

4. Disallowed Claims

All Claims held by Persons against whom the Debtor or Reorganized Debtor has commenced an Action under sections 542, 543, 544, 545, 547, 548, 549, and/or 550 of the Code, shall be deemed "disallowed" Claims pursuant to section 502(d) of the Code and holders of such Claims shall not be entitled to vote to accept or reject the Plan. Claims that are deemed disallowed shall continue to be disallowed for all purposes until the Avoidance Action against such party has been settled or resolved by Final Order and any sums due to the Estate from such party have been paid.

5. Disbursing Agent

The Reorganized Debtor, or such Person(s) as the Reorganized Debtor may designate with approval of the Court, will act as Disbursing Agent under the Plan with respect to all Distributions to holders of Claims and Equity Interests, and will make all distributions required to be distributed under the applicable provisions of the Plan.

6. Unclaimed Distributions

To the extent that a Disputed Claim is not Allowed or becomes an Allowed Claim in an amount less than the Disputed Claim Amount, the excess of Cash and any other consideration in the Disputed Claims Reserve over the amount of Cash and any other consideration actually distributed on account of such Disputed Claim shall vest in the Reorganized Debtor.

7. Determination of Tax Liability

The Debtor reserves his right to seek determination of any tax liabilities pursuant to 11 U.S.C. §505.

D. Treatment of Executory Contracts and Unexpired Leases

NOTICE TO PARTIES OF ALL EXECUTORY CONTRACTS AND UNEXPIRED LEASES TO WHICH THE DEBTOR IS A PARTY: The Plan provides that all executory contracts and unexpired leases to which the Debtor is a party, except for such contracts and leases as (i) have been assumed or rejected under an order of the Bankruptcy Court, (ii) rejected by operation of law under Bankruptcy Code § 365(d)(4), or (iii) are the subject of a motion to assume and assign that is pending before the Bankruptcy Court on the Effective Date, are rejected. To the extent that any executory contract is not assumed and assigned, any claims arising thereunder will be deemed unsecured claims pursuant to Class IX, for purposes of treatment and distribution under the Plan.

E. Miscellaneous Plan Revisions

In connection with the Plan, the Debtor will comply with all withholding and reporting requirements imposed by federal, state, local, and foreign taxing authorities, and all distributions under the Plan will be subject to the withholding and reporting requirements.

VII. CONFIRMATION AND CONSUMMATION PROCEDURES

A. Voting Requirements

1. Impaired Classes to Vote

Each Impaired class of creditors with claims against the Debtor's Estate will be entitled to vote separately to accept or reject the Plan. Classes I, II, III, IV, V, VI, VII and VIII, are impaired and entitled to vote. **Some creditors might hold Claims in more than one Impaired Class and must vote separately for each Class. Such creditors will receive a separate ballot for all of their claims in each Class and should complete and sign each ballot separately.**

2. Acceptance by Class of Creditors

An Impaired Class of creditors is deemed to have accepted the Plan if the Plan is accepted

by at least two-thirds (2/3) in amount and more than one-half (1/2) in number of the Allowed Claims of such Class.

3. Voting Procedures

Votes on the Plan will be counted only with respect to Claims and Interests in Impaired Classes: (a) that are listed on the Debtor's Schedules of Assets and Liabilities, other than as disputed, contingent or unliquidated; or (b) that are filed and not the subject of a pending objection. Any vote by a holder of a Claim or Interest shall not be counted if such Claim or Interest has been disallowed or is the subject of an unresolved objection, absent an order of the Bankruptcy Court allowing such claim for voting purposes pursuant to Bankruptcy Code § 502 Code and Federal Rule of Bankruptcy Procedure 3018.

After carefully reviewing this Disclosure Statement, including the attached exhibits, please indicate your acceptance or rejection of the Plan by voting in favor of or against the Plan on the enclosed ballot or ballots and return them in the postage-paid envelope provided.

TO BE SURE YOUR BALLOT IS COUNTED, IT MUST BE COMPLETELY FILLED IN, SIGNED, AND RECEIVED AT:

CLERK OF THE UNITED STATES BANKRUPTCY COURT

299 East Broward Blvd, Room 112
Fort Lauderdale, Florida 33301

with a copy to:

DCS LAW GROUP, P.A.

111 N. Pine Island Road
Suite 205
Plantation, Florida 33324
Email: dtdlaw@aol.com
Facsimile: 954-357-2267

If your ballot is not signed and returned as described, it will not be counted. If your ballot is damaged or lost, or if you do not receive a ballot, you may request a replacement by addressing a written request to the Debtor's attorney: Elias Leonard Dsouza, Esq., **DCS LAW GROUP, P.A.** 111 N. Pine Island Road, Suite 205, Plantation, Florida 33324, Email: dtdlaw@aol.com Facsimile: 954-357-2267.

Please follow the directions contained on the enclosed ballot carefully.

4. Cramdown

In the event that any impaired Class of creditors with claims against the Debtor's Estate fails to accept the Plan in accordance with section 1129(a) of the Bankruptcy Code, the Debtor will request the Bankruptcy court to confirm the Plan in accordance with section 1129(b) of the Bankruptcy Code (the "**Cramdown Provisions**") For purposes of seeking confirmation of the Plan under the Cramdown Provisions, the Debtor reserves the right to modify or vary the terms of the Plan or the treatment of the Claims of those Classes that rejected the Plan so as to comply with the requirements of the Cramdown Provisions.

5. Confirmation Hearing

The Bankruptcy Court shall schedule the Confirmation Hearing to consider approval of this Disclosure Statement and confirmation of the Plan before the Honorable John K. Olson, Judge for the United States bankruptcy Court for the Southern District of Florida, located at the United States Bankruptcy Court, 299 Broward Boulevard, Room 301, Fort Lauderdale, Florida 33301. The Confirmation Hearing may be adjourned from time to time without notice except as given at the Confirmation Hearing or any subsequent adjourned Confirmation Hearing. The Bankruptcy Court shall set forth a deadline to file objections, if any, to the approval of this Disclosure Statement or the confirmation of the Plan.

6. Effects of Confirmation of the Plan

Debtor shall receive a discharge upon completion of all payments under the Plan or upon satisfaction of §1141(d)(5)(B), the Reorganized Debtor will be discharged, pursuant to section 1141(d)(1) of the Bankruptcy Code, from all Claims and debts that arose before the Effective Date of this Plan and from any liability of any kind whether or not: (a) a Proof of Claim is filed or deemed to be filed under Section 501 of the Bankruptcy Code; (b) such Claim is allowed under section 502 of the Bankruptcy Code; or (c) the holder of such Claim has accepted the Plan. **PURSUANT TO 11 U.S.C. §1141(D)(5), DEBTOR WILL NOT RECEIVE A DISCHARGE UNTIL COMPLETION OF ALL PAYMENTS UNDER THE PLAN.**

On the Effective Date, all persons who have held, hold or may hold Claims against the Debtor, will be enjoined from taking any of the following actions or affecting the Reorganized Debtor, the Debtor's Estate, the assets or properties of the Reorganized Debtor, other than actions brought to enforce any rights or obligations under the Plan or appeals, if any, from the Confirmation Order: (i) commencing, conducting or continuing in any manner, directly or indirectly, any suit, action or other proceeding of any kind against the Reorganized Debtor; (ii) enforcing, levying, attaching, collecting or otherwise recovering by any manner or means whether directly or indirectly any judgment, award, decree or order against the Reorganized Debtor or the Debtor's Estate or the assets or properties of the Reorganized Debtor or the Debtor's Estate; (iii) creating, perfecting or otherwise enforcing in any manner, directly or indirectly, any encumbrance of any kind against the Reorganized Debtor or the Debtor's Estate or any direct or indirect successor-in-interest to the Reorganized Debtor, or any assets or properties of any such transferee or successor other than as contemplated by the Plan; (iv) asserting any set off, right of subrogation or recoupment of any kind, directly or indirectly, against any obligation due the Reorganized Debtor or the Debtor's Estate or the assets or property of the Reorganized Debtor, or any direct or indirect transferee of any assets or property of, successor-in-interest to, the Reorganized Debtor;

and (v) proceeding in any manner in any place whatsoever that does not conform or comply with the provisions of the Plan.

7. Objections to Confirmation

Any objection to the confirmation of the Plan must be made within the time period set forth on the Order Approving Disclosure Statement and Setting Confirmation Hearing to:

CLERK OF THE UNITED STATES BANKRUPTCY COURT
299 East Broward Blvd, Room 112
Fort Lauderdale, Florida 33301

with copies to:

DCS LAW GROUP, P.A.
111 N. Pine Island Road
Suite 205
Plantation, Florida 33324
Email: dtdlaw@aol.com
Facsimile: 954-357-2267

and

OFFICE OF THE UNITED STATES TRUSTEE
51 SW First Avenue
Miami, Florida 33130

Objections to confirmation of the Plan are governed by Federal Rule of Bankruptcy Procedure 9014. Unless an objection to confirmation is timely filed and served it may not be considered by the Bankruptcy Court.

8. Reservation of Rights Under Sections 1141(d)(5) and 350(a)

The Debtor reserves the right, after confirmation, to seek the closing of this bankruptcy proceeding prior to the entry of an Order of Discharge, upon the payment of the initial payments under this Plan, payment of all outstanding quarterly United States Trustee Fees, and the filing of any outstanding federal income tax returns. Such a request may be granted only upon notice and hearing, with the notice to all creditors and interested parties. If such request is granted, then upon the satisfaction of all payments required to be paid pursuant to the Plan to Classes I, II, III, and, V, the Debtor may file a motion to reopen this bankruptcy proceeding, pursuant to 11 U.S.C. §350(b), and the Court may then grant the Debtor a discharge, pursuant to 11 U.S.C. §1141(d)(5). **THIS PARAGRAPH ONLY PRESERVES THE DEBTOR'S RIGHT TO SEEK THE RELIEF DESCRIBED ABOVE AND DOES NOT CONCLUSIVELY GRANT SUCH RELIEF. CREDITORS' AND INTERESTED PARTIES' RIGHTS TO OBJECT TO SUCH RELIEF SHALL SIMILARLY BE PRESERVED UNTIL SUCH TIME AS IT IS REQUESTED BY THE DEBTOR AFTER CONFIRMATION.**

VIII. TAX IMPLICATIONS OF THE PLAN

The tax consequences of the implementation of the Plan to a specific creditor will depend on a number of factors, including whether the Creditor's Claim constitutes a "security" for federal income tax purposes, whether a Creditor has already taken a deduction of loss with respect to its Claim, and the timing of any distributions under the Plan. It is possible that certain creditors will recognize gain or income as a result of distributions under the Plan. There also may be state, local or foreign tax considerations applicable to particular holders of Claims, none of which are discussed herein. Each holder of a Claim or any other party in interest in this Case is strongly urged to consult with their tax advisor regarding the federal, state and local income and other tax consequences that the implementation of this Plan may have on them.

The issuance, transfer or exchange of a security or the making or delivery of an instrument of transfer under this Plan, including the execution or recording of any mortgage modification, security agreement and related note, shall be deemed to be free of any tax under any law imposing a stamp or similar tax pursuant to Section 1146(c) of the Bankruptcy Code.

IX. LIQUIDATION AND FEASIBILITY ANALYSIS

A Plan proponent must demonstrate as a condition of confirmation, that each impaired Class of Creditors will receive as much as it would receive in a Chapter 7 proceeding. A Plan proponent must also demonstrate that the Plan is "feasible," i.e., that confirmation of the Plan is not likely to be followed by the liquidation or need for further financial reorganization of the Debtor. The Debtor has prepared and has attached a Liquidation Analysis as **Exhibit "B"** (the "**Liquidation Analysis**")

If no plan can be confirmed, the Debtor's Chapter 11 Case may be converted to a case under Chapter 7, in which a trustee would be elected or appointed to liquidate the assets of the Debtor for distribution to his creditors in accordance with the priorities established by the Bankruptcy Code. **The Debtor believes that a Chapter 7 liquidation represents an inferior alternative to the Plan in all material respects.** The Debtor believes that at this time liquidation under Chapter 7 would result in diminution of the value of his Estate because of additional administrative expenses involved in the appointment of a trustee and attorneys, accountants, and other professionals to assist a trustee.

The Budget demonstrates the Debtor's ability to make all payments required under this Plan. These projections make certain assumptions and take into account Debtor's plans for the future. Accordingly, the Debtor asserts that he is able to perform all of his obligations under the Plan, and as such, the Debtor's Plan satisfies §1129(a)(11) of the Code. See the Feasibility Analysis, attached as **Exhibit "A"** demonstrating the Debtor's ability to make all payments required under this Plan.

X. MISCELLANEOUS

A. Modification

The Debtor reserves the right to revoke or withdraw the Plan in his sole discretion, at any

time before the Confirmation Date, or, if for any reason the Plan cannot be consummated after the Confirmation Date, at any time up to and including the Effective Date. If the Plan is revoked and withdrawn, then (a) nothing contained herein shall be deemed to constitute a waiver or release of any Claims by or against the Estate or to prejudice in any manner the rights of any person in any further proceedings in the Chapter 11 Case or otherwise; and, (b) any provision of the Confirmation Order shall be null and void and all such rights of or against the Estate shall exist as though the Plan had not been filed and no actions were taken to effectuate it.

The Debtor may modify the Plan, in his sole discretion, either pre- or post-confirmation in accord with the Bankruptcy Code, or, if for any reason the Plan cannot be consummated after the Confirmation Date, at any time up to and including the Effective Date.

9. Confirmation Order Controls

To the extent the Disclosure Statement is inconsistent with the Plan, the Plan shall control. To the extent that the Plan, the Disclosure Statement or any agreement entered into between or among the Debtor and any third party is inconsistent with the Confirmation Order, the Confirmation Order shall control.

10. Effectuating Documents and Further Transactions

The Debtor shall be authorized to execute, deliver, file or record such documents, contracts, instruments, releases and other agreements and take such other action as may be necessary to effectuate and further evidence the terms and conditions of the Plan. The Debtor's counsel shall have no continuing duties post-confirmation other than to make the distributions required on the Effective Date unless otherwise agreed to by the Reorganized Debtor and counsel.

11. Terms of the Plan are Binding

Pursuant to Section 1141 of the Bankruptcy Code, the Plan and all of its terms, when approved and confirmed by the Bankruptcy Court, shall be binding upon, including, without limitation, the Debtor, the Debtor's Estate, the Reorganized Debtor, all holders of Claims, Allowed or not, and his respective successors and assigns.

If, after the Confirmation Date, any term or provision of this Plan is determined to be unenforceable, the remaining terms and provisions of this Plan shall nonetheless continue in full force and effect.

Upon the entry of the Confirmation Order and after the Debtor's completion of all payments under the Plan or upon satisfaction of §1141(d)(5)(B), the Debtor shall be discharged from any debt that arose before the date of Confirmation and of any debt of any kind specified in Section 502(g), 502(h), or 502(i) of the Bankruptcy Code whether or not a proof of Claim based upon such debt is filed or deemed filed pursuant to Section 501 of the Bankruptcy Code, such Claim as allowed under the Section 502 of the Bankruptcy Code, or the holder of such Claim has accepted the Plan.

12. Injunction

The Confirmation Order shall act as an injunction to the extent Debtor remains current on his plan payments:

1. Against the filing, commencing, conducting or continuing in any manner, directly or indirectly, any suit, action or other proceeding (including, without limitation, any proceeding in a judicial, arbitral, administrative or other forum) against or affecting the Debtor, with respect to any property of any of the foregoing or any direct or indirect transferee of any property of, or direct or indirect successor in interest to, any of the foregoing, or any property of any such transferee or success except as specifically authorized in the Plan;

2. Enforcing, levying, attaching (including, without limitation, any prejudgment attachment), collecting or otherwise recovering by any means or in any manner, whether directly or indirectly, any judgment award, decree or other Order against the Debtor, with respect to any property of any of the foregoing or any of the direct or indirect transferee of any property of, or direct or indirect successor in interest to, any of the foregoing, or any property of any such transferees or successor, except as specifically authorized in the Plan;

3. Creating, perfecting or otherwise enforcing in any manner, directly or indirectly, any liens or encumbrances against the Debtor, with respect to any property of any of the foregoing or any direct or indirect transferee of any property of, or direct or indirect successor in interest to, any of the foregoing, or any property of any such transferee or successor except as specifically authorized in the Plan;

4. Setting-off, seeking reimbursement or contribution from or subrogation against or otherwise recouping in any manner, directly or indirectly, any amount against any liability owed to the Debtor, or any direct or indirect transferee of any property of, or successor in interest to, any of the foregoing except as specifically authorized in the Plan; or

5. Proceeding in any manner and any place with regard to liquidating any Claim in any forum other than United States Bankruptcy Court for the Southern District of Florida or, if that Court does not have jurisdiction thereon, in the United States District Court for the Southern District of Florida, or in such forum deemed appropriate by the Debtor.

XI. RETENTION OF JURISDICTION BY THE BANKRUPTCY COURT

The Bankruptcy Court shall retain jurisdiction of these proceedings after the Confirmation Date of this Plan until the entry of the final decree pursuant to Bankruptcy Rule 3022 for the following purposes:

A. To hear and determine pending applications for the assumption or rejection of executory contracts or unexpired leases, if any are pending, and the allowance of Claims resulting, therefrom;

B. To determine any and all adversary proceedings, motions, applications and contested matters, and other litigated matters pending on the Confirmation Date;

C. To hear and determine any objections to or the allowance, classification, priority, compromise, estimation or payments of any Administrative Claims or Claims;

D. To ensure that Distribution to holders of Allowed Claims are accomplished as provided in the Plan;

E. To enter and implement such order as may be appropriate in the event the Confirmation Order is for any reason stayed, revoked, modified or vacated;

F. To issue such orders in aid of execution and consummation of the Plan, to the extent authorized by section 1142 of the Code;

G. To consider any amendments to or modifications of the Plan, to cure any defect or omission, or to reconcile any inconsistency in the Plan, the Plan supplement, or any order of the Court, including, without limitation, the Confirmation Order;

H. To hear and determine all applications for compensation and reimbursement of expenses of Professionals under sections 330, 331, and 503(b) of the Code;

I. To hear and determine disputes arising in connection with the interpretation, implementation or enforcement of the Plan;

J. To recover all Assets of the Debtor and Property of the Estate, wherever located;

K. To determine any Claim of or any liability to a governmental unit that may be asserted as a result of the transactions contemplated herein;

L. To enforce the Plan, the Confirmation Order and any other order, judgment, injunction or ruling entered or made in the Case, including, without limitation, the discharge, injunction, exculpation and releases provided for in the Plan;

M. To take any action and issue such order as may be necessary to construe, enforce, implement, execute, and consummate the Plan or to maintain the integrity of the Plan following consummation;

N. To hear and determine matters concerning state, local and federal taxes in accordance with sections 346, 505, and 1146 of the Code (including, but not limited to, an expedited determination under section 505(b) of the Code of the tax liability of the Debtor for all taxable periods through the Effective Date for all taxable periods of the Debtor through the liquidation and dissolution of such entity);

O. To hear any other matter not inconsistent with the Code; and

P. To enter a final decree closing the Case; provided however, that nothing in the Plan shall divest or deprive any other court or agency of any jurisdiction it may have over the Reorganized

Debtor under applicable environmental laws.

XII. ALTERNATIVES TO THE PLAN

Although this Disclosure Statement is intended to provide information to assist the holders of Claims in determining whether to vote for or against the Plan, a summary of the alternatives to confirmation of the Plan may be helpful.

If the Plan is not confirmed with respect to the Debtor, the following alternatives are available: (i) confirmation of another Chapter 11 Plan; (ii) conversion of the Chapter 11 Case to a case under Chapter 7 of the Bankruptcy Code; (iii) dismissal of the Chapter 11 Case leaving creditors to pursue available non-bankruptcy remedies. Due to the declining market conditions with regards to the Debtor's real and personal property and the additional delays and administrative costs associated with the appointment of a Chapter 7 Trustee or state court foreclosure, these alternatives to the Plan are very limited and not likely to maximize the value of the assets of this Estate which would reduce the creditors' distribution. Although the Debtor could theoretically file a new plan, the most likely result if the Plan is not confirmed is that the Chapter 11 Case will be converted to a case under Chapter 7 and would result in significant delays in distributions to all creditors who would have received a distribution under the Plan. If the Chapter 11 Case is dismissed, the creditors would be free to pursue non-bankruptcy remedies in their attempts to satisfy claims against the Debtor.

XIII. CONCLUSION

The Debtor has analyzed all scenarios and believes that the Plan provides the best option for both the Debtor and his Creditors. Any alternative other than Confirmation of the Plan could result in extensive delays and increased administrative expenses resulting in potentially smaller distributions to the holders of Claims. Accordingly, the Debtor recommends Confirmation of the Plan and urges all holders of Impaired Claims to vote to accept the Plan and to indicate acceptance by returning their Ballots so as to be received by the date set forth on the Order Approving Disclosure Statement and Scheduling Confirmation Hearing.

Respectfully submitted this 3rd day of October, 2016.

DCS LAW GROUP, P.A.

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By: /s/ Elias Leonard Dsouza
Elias Leonard Dsouza, Esq.
Florida Bar No.399477

ATTORNEY FOR THE DEBTOR

CERTIFICATE OF SERVICE

I CERTIFY that on this **3rd** day of October, 2016, I electronically filed this Disclosure Statement with the Clerk of Court using CM/ECF. I also certify that the foregoing document is being served this day on the U.S. Trustee and each party in interest that is entitled to receive a copy thereof pursuant to Bankruptcy Rule 3017(a), via ECF on all parties registered on the ECF system, and all others on the attached list via U.S. Mail.

DCS LAW GROUP, P.A.
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Email: dtdlaw@aol.com

By: /s/ Elias Leonard Dsouza
Elias Leonard Dsouza, Esq.
Florida Bar No.399477

Year # 1		Jan-16	Jan-16	Feb-16	Feb-16	Mar-16	Mar-16	Apr-16	Apr-16	May-16	May-16	Jun-16	Jun-16
Case#: 16-10063-JKO		Projected	Actual	Projected	Actual	Projected	Actual	Projected	Actual	Projected	Actual	Projected	Actual
1	Income [Rentals]		800		800		800		800		800		2300
1	Income [Consulting] *		6950		6950		6950		6950		6950		8450
	Costs [Total Expenses Below]		5790		5465		5465		5790		5465		5790
	Balance		1160		1160		1160		1160		1160		1160
15	Cummulative Cash Balance		1160		1160		1160		1160		1160		1160

EXPENSES

2	HOA Condominium Fees		345		345		345		345		345		345
3	Household [Food,Ph,Travel]		500		500		500		500		500		500
4	Household Utilities [Elec, H2O]		210		210		210		210		210		210
5	Automobile Insurance		160		160		160		160		160		160
6	Property Insurance		200		200		200		200		200		200
7	Secrd Crdtrs MrtgPmnts		3000		3000		3000		3000		3000		3000
8	Property Taxes		200		200		200		200		200		200
9	US Trustee Qtrly Fees		325						325				325
10	Legal Fees												
11	Repairs/Advertising/Upkeep		750		750		750		750		750		750
12	Automobile Maintenance		100		100		100		100		100		100
13	Unscr Allwd Crdtrs Pmnts												
14	Totals [exp]		5790		5465		5465		5790		5465		5790

*Projection does not include unexpected major appliance repairs in rental properties

Case#: 16-10063-JKO		Jul-16	Jul-16	Aug-16	Aug-16	Sep-16	Sep-16	Oct-16	Oct-16	Nov-16	Nov-16	Dec-16	Dec-16
		Projected	Actual	Projected	Actual	Projected	Actual	Projected	Actual	Projected	Actual	Projected	Actual
1	Income [Rentals]		2300		2300		2300		2300		2300		2300
1	Income [Consulting]		6150		6150		6150		6150		6150		6150
	Costs [Total Expenses Below]		6465		6465		6790		6465		6465		6790
	Balance		1985		1985		1985		1985		1985		1560
15	Cummulative Cash Balance		1985		1985		1985		1985		1985		1560

EXPENSES

2	HOA Condominium Fees		345		345		345		345		345		345
3	Household [Food,Ph,Travel]		500		500		500		500		500		600
4	Household Utilities [Elec, H2O]		210		210		210		210		210		210
5	Automobile Insurance		160		160		160		160		160		160
6	Property Insurance		200		200		200		200		200		200
7	Secrd Crdtrs MrtgPmnts		3000		3000		3000		3000		3000		3000
8	Property Taxes		200		200		200		200		200		200
9	US Trustee Qtrly Fees						325						325
10	Legal Fees												
11	Repairs/Advertising/Upkeep		750		750		750		750		750		750
12	Automobile Maintenance		100		100		100		100		100		100
13	Unscr Allwd Crdtrs Pmnts		1000		1000		1000		1000		1000		1000
14	Totals [exp]		6465		6465		6790		6465		6465		6890

Year # 2		Jan-17	Jan-17	Feb-17	Feb-17	Mar-17	Mar-17	Apr-17	Apr-17	May-17	May-17	Jun-17	Jun-17
Case#: 16-10063-JKO		Projected	Actual	Projected	Actual	Projected	Actual	Projected	Actual	Projected	Actual	Projected	Actual
1	Income [Rentals]		2300		2300		2300		2300		2300		2300
1	Income [Consulting] *		6150		6150		6150		6150		6150		6150
	Costs [Total Expenses Below]		6790		6465		6465		6790		6465		6790
	Balance		1610		1985		1985		1610		1985		1610
15	Cummulative Cash Balance		1610		1985		1985		1610		1985		1610

EXPENSES

2	HOA Condominium Fees		345		345		345		345		345		345
3	Household [Food,Ph,Travel]		500		500		500		500		500		500
4	Household Utilities [Elec, H2O]		210		210		210		210		210		210
5	Automobile Insurance		160		160		160		160		160		160
6	Property Insurance		200		200		200		200		200		200
7	Secrd Crdtrs MrtgPmnts		3000		3000		3000		3000		3000		3000
8	Property Taxes		200		200		200		200		200		200
9	US Trustee Qtrly Fees		325						325				325
10	Legal Fees												
11	Repairs/Advertising/Upkeep		750		750		750		750		750		750
12	Automobile Maintenance		100		100		100		100		100		100
13	Unscr Allwd Crdtrs Pmnts		1000		1000		1000		1000		1000		1000
14	Totals [exp]		6790		6465		6465		6790		6465		6790

*Projection does not include unexpected major appliance repairs in rental properties

		Jul-17	Jul-17	Aug-17	Aug-17	Sep-17	Sep-17	Oct-17	Oct-17	Nov-17	Nov-17	Dec-17	Dec-17
Case#: 16-10063-JKO		Projected	Actual	Projected	Actual	Projected	Actual	Projected	Actual	Projected	Actual	Projected	Actual
1	Income [Rentals]		2300		2300	2300		2300		2300		2300	
1	Income [Consulting]		6150		6150	6150		6150		6150		6150	
	Costs [Total Expenses Below]		6365		6365	6690		6365		6365		6690	
	Balance		2085		2085	1760		2085		2085		1760	
15	Cummulative Cash Balance		2085		2085	1760		2085		2085		1750	

EXPENSES													
2	HOA Condominium Fees		345		345	345		345		345		345	
3	Household [Food,Ph,Travel]		500		500	500		500		500		500	
4	Household Utilities [Elec, H2O]		210		210	210		210		210		210	
5	Automobile Insurance		160		160	160		160		160		160	
6	Property Insurance		200		200	200		200		200		200	
7	Secrd Crdtrs MrtgPmnts		3000		3000	3000		3000		3000		3000	
8	Property Taxes		200		200	200		200		200		200	
9	US Trustee Qtrly Fees					325						325	
10	Legal Fees												
11	Repairs/Advertising/Upkeep		750		750	750		750		750		750	
12	Automobile Maintenance												
13	Unscr Allwd Crdtrs Pmnts		1000		1000	1000		1000		1000		1000	
14	Totals [exp]		6365		6365	6690		6365		6365		6690	

		Year # 3											
Case#: 16-10063-JKO		Jan-18	Jan-18	Feb-18	Feb-18	Mar-18	Mar-18	Apr-18	Apr-18	May-18	May-18	Jun-18	Jun-18
		Projected	Actual	Projected	Actual	Projected	Actual	Projected	Actual	Projected	Actual	Projected	Actual
1	Income [Rentals]		2300		2300	2300		2300		2300		2300	2300
1	Income [Consulting] *		6150		6150	6150		6150		6150		6150	6150
	Costs [Total Expenses Below]		6690		6465	6465		6690		6465		6690	6690
	Balance		1760		1985	1985		1760		1985		1760	1760
15	Cummulative Cash Balance		1760		1985	1985		1760		1985		1760	1760

EXPENSES													
2	HOA Condominium Fees		345		345	345		345		345		345	345
3	Household [Food,Ph,Travel]		500		500	500		500		500		500	500
4	Household Utilities [Elec, H2O]		210		210	210		210		210		210	210
5	Automobile Insurance		160		160	160		160		160		160	160
6	Property Insurance		200		200	200		200		200		200	200
7	Secrd Crdtrs MrtgPmnts		3000		3000	3000		3000		3000		3000	3000
8	Property Taxes		200		200	200		200		200		200	200
9	US Trustee Qtrly Fees		325					325					325
10	Legal Fees												
11	Repairs/Advertising/Upkeep		750		750	750		750		750		750	750
12	Automobile Maintenance				100	100						100	
13	Unscr Allwd Crdtrs Pmnts		1000		1000	1000		1000		1000		1000	1000
14	Totals [exp]		6690		6465	6465		6690		6465		6690	6690

***Projection does not include unexpected major appliance repairs in rental properties

		Jul-18	Jul-18	Aug-18	Aug-18	Sep-18	Sep-18	Oct-18	Oct-18	Nov-18	Nov-18	Dec-18	Dec-18
Case#: 16-10063-JKO		Projected	Actual	Projected	Actual	Projected	Actual	Projected	Actual	Projected	Actual	Projected	Actual
1	Income [Rentals]		2300		2300	2300		2300		2300		2300	
1	Income [Consulting]		6150		6150	6150		6150		6150		6150	
	Costs [Total Expenses Below]		6465		6465	6690		6465		6465		6690	
	Balance		1985		1985	1760		1985		1985		1760	
15	Cummulative Cash Balance		1985		1985	1760		1985		1985		1760	

EXPENSES													
2	HOA Condominium Fees		345		345	345		345		345		345	345
3	Household [Food,Ph,Travel]		500		500	500		500		500		500	500
4	Household Utilities [Elec, H2O]		210		210	210		210		210		210	210
5	Automobile Insurance		160		160	160		160		160		160	160
6	Property Insurance		200		200	200		200		200		200	200
7	Secrd Crdtrs MrtgPmnts		3000		3000	3000		3000		3000		3000	3000
8	Property Taxes		200		200	200		200		200		200	200
9	US Trustee Qtrly Fees					325						325	
10	Legal Fees												
11	Repairs/Advertising/Upkeep		750		750	750		750		750		750	750
12	Automobile Maintenance		100		100			100					
13	Unscr Allwd Crdtrs Pmnts		1000		1000	1000		1000		1000		1000	1000
14	Totals [exp]		6465		6465	6690		6465		6465		6690	6690

		Year # 4											
Case#: 16-10063-JKO		Jan-19	Jan-19	Feb-19	Feb-19	Mar-19	Mar-19	Apr-19	Apr-19	May-19	May-19	Jun-19	Jun-19
		Projected	Actual	Projected	Actual	Projected	Actual	Projected	Actual	Projected	Actual	Projected	Actual
1	Income [Rentals]		2300		2300	2300		2300		2300		2300	2300

	Costs [Total Expenses Below]	9575	9575	9880	9575	9575	9880
	Balance	4725	4725	4420	4725	4725	4420
15	Cummulative Cash Balance	4725	4725	4420	4725	4725	4420

EXPENSES

2	HOA Condominium Fees	345	345	345	345	345	345
3	Household [Food,Ph,Travel]	500	500	500	500	500	500
4	Household Utilities [Elec, H2O]	320	320	350	320	320	300
5	Automobile Insurance	160	160	160	160	160	160
6	Property Insurance	200	200	200	200	200	200
7	Secrd Crdtrs MrtgPmnts	5000	5000	5000	5000	5000	5000
8	Property Taxes	200	200	200	200	200	200
9	US Trustee Qtrly Fees	0	0	325	325	325	325
10	Legal Fees						
11	Repairs/Advertising/Upkeep	750	750	750	750	750	750
12	Automobile Maintenance						100
13	Unscrd Allwd Crdtrs Pmnts	2000	2000	2000	2000	2000	2000
14	Totals [exp]	9575	9575	9880	9575	9575	9880

CHAPTER 7 LIQUIDATION ANALYSIS
[Innocent Chinweze, Case No. 16-10063-JKO]

SOURCE OF FUNDS FROM NON-EXEMPT ASSETS:

	VALUE
1. Investment Property: 612 SW 76 Ter., N. Lauderdale, FL	\$119,590.00
2. Investment Property: 3901 SW 20 Ave # 102, Gainesville, FL	\$63,100.00
3. Cash on Hand	\$10.00
6. 2004 Mercedes Berz	\$1500.00
7. TD Bank # 2664	\$296.90
8. Clothing [deminimis value]	\$1.00
9. TD Bank # 1842	\$0.00
10. TD Bank # 0266	\$0.00
11. TD Bank # 0240	\$2246.00
11. Various Business Entities	\$0.00
12. 2010 Nissan Altima [expired lease]	\$0.00
 TOTAL:	 \$186,743.90

LESS:

1. Chapter 7 Trustee Fee	\$12,587.19 ¹
2. Chapter 7 Administrative Expenses	\$10,000.00 ²
3. Chapter 11 Administrative Expenses	\$10,650.00
A. Chapter 11 Debtor Professional Fees (estimated after application of retainer paid to Debtor's Bankruptcy counsel):	\$10,000.00
B. US Trustee Fees	\$650.00 ³

¹ Chapter 7 Trustee Fees are calculated in accordance with 11 USC §326, which provides: "In a case under chapter 7 or 11, the Court may allow reasonable compensation under section 330 of this title of the trustee for the trustee's services, payable after the trustee renders such services, not to exceed 25 percent on the first \$5,000 or less, 10 percent on any amount in excess of \$5,000 but not in excess of \$50,000, 5 percent on any amount in excess of \$50,000 but not in excess of \$1,000,000, and reasonable compensation not to exceed 3 percent of such monies in excess of \$1,000,000, upon all money disbursed or turned over in the case by the trustee to parties in interest, excluding the debtor, but including holders of secured claims."

² Chapter 7 Administrative Costs are difficult to quantify as they vary based on whether the Trustee employs professional who could include attorneys, accountants, appraisers and liquidators. Therefore, the \$10,000 value is arbitrary and for use in this analysis only.

³ US Trustee Fees are calculated in accordance with 28 U.S.C. §§ 1930(3) and (6), which provides: "For a case commenced under chapter 11 of title 11 that does not concern a railroad, as defined in section 101 of title 11, \$1,717...In addition to the filing fee paid to the clerk, a quarterly fee shall be paid to the United States trustee, for deposit in the Treasury, in each case under chapter 11 of title 11 for each quarter (including any fraction thereof) until the case is converted or dismissed, whichever occurs first. The fee shall be \$325 for each quarter in which disbursements total less than \$15,000; [and] \$650 for each quarter in which disbursements total \$15,000 or more but less than \$75,000...The fee shall be payable on the last day of the calendar month following the calendar quarter for which the fee is owed."

TOTAL: **\$33,237.19**

BALANCE: **\$153,506.71**

4. Secured Claims:

A. Internal Revenue Service \$178,915.95

B. Bank of America [612 SW 76 Ter., N. Lauderdale, FL] \$433,163.51

C. Bank of America [3901 SW 20 Ave # 102, Gainesville, FL] \$157,036.66

D. Kensington South Condo Association \$25,048.81

E. Silver Falls Homeowners Association \$15,639.87

TOTAL: **\$809,804.80**

BALANCE: **(\$656,298.09)**

**TOTAL DOLLAR AMOUNT AVAILABLE TO
UNSECURED CREDITORS' CLAIMS:** **\$0.00**

**Percentage of Claims to which Unsecured Creditors
would Receive or Retain in a Chapter 7 Liquidation:** **0.00 %**

EXHIBIT "B"

Unsecured Claims

Creditor	Amount owed as per Claim or Scheduled	Percentage of Total	Proposed Dividend	Percentage of Debt Owed
1 Barclays Hbank Delaware	2866.00	0.43	42.91	1.50
2 Credit Coll	249.00	0.04	3.73	1.50
3 Credit Coll	416.00	0.06	6.23	1.50
4 Dept of Education/Navient	55050.00	8.24	824.15	1.50
5 Dept of Education/Navient	10407.00	1.56	155.80	1.50
6 Monterey Col	3239.00	0.48	48.49	1.50
7 Pinnacle Credit Serv.	1296.00	0.19	19.40	1.50
8 Portfolio Recovery Associates, LLC.	2007.00	0.30	30.05	1.50
9 Portfolio Recovery Associates, LLC.	1257.00	0.19	18.82	1.50
10 Portfolio Recovery Associates, LLC.	2748.00	0.41	41.14	1.50
11 EFDS/WDS	1412.00	0.21	21.14	1.50
12 Bank of America Deficiency on 612 SW 76 Ter	269163.51	40.30	4029.62	1.50
13 Bank of America Deficiency on 3901 SW 20 Ave	93936.66	14.06	1406.31	1.50
14 Internal Revenue Service	183227.36	27.43	2743.08	1.50
15 Silver Falls HOA Deficiency on Homestead	15639.87	2.34	234.14	1.50
16 Kensington South Deficiency on 3901 Sw 20 Ave	25048.81	3.75	375.00	1.50
Total Unsecured Claims	667963.21	100.00	10000.00	
			10000.00	

Exhibit C

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF FLORIDA
FORT LAUDERDALE DIVISION

IN RE:

INNOCENT O. CHINWERE
DEBTOR.

CASE NUMBER: 16-10063-JKO

JUDGE: HONORABLE JOHN K. OLSON

CHAPTER 11

DEBTOR'S MONTHLY OPERATING REPORT (INDIVIDUAL)
FOR THE PERIOD
FROM JUNE 1, 2016 TO JUNE 30, 2016

Comes now the above-named debtor and files its Monthly Operating Report in accordance with the Guidelines established by the United States Trustee and FRBP 2015.

Dated: 7/5/2016

Attorney for Debtor

Debtor's Address
and Phone Number:
13261 SW 42 STREET
MIRAMONTE, FLORIDA
33027

Tel. 954-445-7048

Attorney's Address
and Phone Number:
ELIAS LEONARD DSOUZA, Esq.
111 N. PINE ISLAND ROAD #205
PLANTATION, FLORIDA 33324
Bar No. _____
Tel. 954-358-5911

Note: The original Monthly Operating Report is to be filed with the court and a copy simultaneously provided to the United States Trustee. Monthly Operating Reports must be filed by the 20th day of the following month.

For assistance in preparing the Monthly Operating Report, refer to the following resources on the United States Trustee Program website.
http://www.usdof.gov/ust/r21/reg_info.htm

- 1) Instructions for Preparation Debtor's Chapter 11 Monthly Operating Report
- 2) Initial Filing Requirements
- 3) Frequently Asked Questions (FAQs)

SUMMARY OF CASH RECEIPTS AND CASH DISBURSEMENTS

Case Name: <u>INNACONT O. CHIMWEZE</u>
Case Number: <u>16-10063-3E0</u>

Note: The information requested below is a summary of the information reported the various Schedules and Attachments contained within this report.

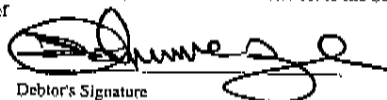
	Month	Cumulative Total
CASH- Beginning of Month (Household)	5150	5150
CASH- Beginning of Month (Business)	6950	6950
Total Household Receipts	5150	5150
Total Business Receipts	6950	6950
Total Receipts	6950	6950
Total Household Disbursements	1070	1070
Total Business Disbursements	5650	5650
Total Disbursements	6720	6720
NET CASH FLOW (Total Receipts minus Total Disbursements)	230	230
CASH- End of Month (Individual)	4080	4080
CASH- End of Month (Business)	230	230

CALCULATION OF DISBURSEMENTS FOR UNITED STATES TRUSTEE QUARTERLY FEES

TOTAL DISBURSEMENTS (From Above)	6720	6720
Less: Any Amounts Transferred or Paid from the Business Account to the Household Account (i.e., Salary Paid to Debtor or Owner's Draw)	5150	5150
DISBURSEMENTS FOR U.S. TRUSTEE FEE CALCULATION	325.00	325.00

I declare under penalty of perjury that this statement and the accompanying documents and reports are true and correct to the best of my knowledge and belief

This 5th day of July 2016


Debtor's Signature

**SCHEDULE OF HOUSEHOLD
CASH RECEIPTS AND CASH DISBURSEMENTS**

	Month	Cumulative
	JUNE 2016	Total
CASH - Beginning of Month		
CASH RECEIPTS		
Salary or Cash from Business	5150	5150
Wages from Other Sources (attach list to this report)	5150	5150
Interest or Dividend Income	0	0
Alimony or Child Support	0	0
Social Security/Pension/Retirement	0	0
Sale of Household Assets (attach list to this report)	0	0
Loans/Borrowing from Outside Sources (attach list to this report)	0	0
Other (specify) (attach list to this report)	0	0
TOTAL RECEIPTS	5150	5150
CASH DISBURSEMENTS		
Alimony or Child Support Payments	1070.00	1070.00
Charitable Contributions	0.00	0.00
Gifts	100.00	100.00
Household Expenses/Food/Clothing	0.00	0.00
Household Repairs & Maintenance	500.00	500.00
Insurance	100.00	100.00
IRA Contribution	160.00	160.00
Lease/Rent Payments	0.00	0.00
Medical/Dental Payments	0.00	0.00
Mortgage Payment(s)	0.00	0.00
Other Secured Payments	0.00	0.00
Taxes - Personal Property	0.00	0.00
Taxes - Real Estate	0.00	0.00
Taxes Other (attach schedule)	0.00	0.00
Travel & Entertainment	0.00	0.00
Tuition/Education	0.00	0.00
Utilities (Electric, Gas, Water, Cable, Sanitation)	0.00	0.00
Vehicle Expenses	210.00	210.00
Vehicle Secured Payment(s)	0.00	0.00
U. S. Trustee Quarterly Fees	0.00	0.00
Professional Fees (Legal, Accounting)	325.00	325.00
Other (attach schedule)	0.00	0.00
Total Household Disbursements		
CASH - End of Month (Must equal reconciled bank statement- Attachment No. 2)	1070	1070

**SCHEDULE OF BUSINESS
CASH RECEIPTS AND CASH DISBURSEMENTS**

	Month	Cumulative
	June 2016	Total
CASH - Beginning of Month	6950.00	6950.00
BUSINESS CASH RECEIPTS	6150.00	6150.00
Cash Sales	0.00	0.00
Account Receivable Collection	0.00	0.00
Loans/Borrowing from Outside Sources (attach list to this report)	0.00	0.00
Rental Income	2300.00	2300.00
Sale of Business Assets (attach list to this report)	0.00	0.00
Other (specify) (attach list to this report)		
Total Business Receipts	8450.00	8450.00
BUSINESS CASH DISBURSEMENTS		
Net Payroll (Excluding Self)	0.00	0.00
Salary Paid to Debtor or Owner's Draw (e.g., transfer to Household Account)	5150.00	5150.00
Taxes - Payroll	0.00	0.00
Taxes - Sales	0.00	0.00
Taxes Other (attach schedule)	0.00	0.00
Contract Labor (Subcontractors)	0.00	0.00
Inventory Purchases	0.00	0.00
Secured/Lease Payments (Business)	0.00	0.00
Utilities (Business)	0.00	0.00
Insurance	450.00	450.00
Vehicle Expenses	100.00	100.00
Travel & Entertainment	0.00	0.00
Repairs and Maintenance	0.00	0.00
Supplies	100.00	100.00
Charitable Contributions/Gifts	100.00	100.00
Purchase of Fixed Assets	0.00	0.00
Advertising	100.00	100.00
Bank Charges		
Other (attach schedule)		
Total Business Disbursements	5900.00	5900.00
CASH - End of Month (Must equal reconciled bank statement - Attachment No. 2)	5900.00	5900.00

MONTHLY OPERATING REPORT -
INDIVIDUAL

ATTACHMENT NO. 1

QUESTIONNAIRE		
	YES*	NO
1. Have any assets been sold or transferred outside the normal course of business during this reporting period?		✓
2. Have any funds been disbursed from any account other than a debtor in possession account?		✓
3. Are any post-petition receivables (accounts, notes, or loans) due from any relatives, insiders, or related party?		✓
4. Have any payments been made on pre-petition liabilities this reporting period?		✓
5. Have any post-petition loans been received by the debtor from any party?		✓
6. Are any post-petition payroll taxes past due?		✓
7. Are any post-petition state or federal income taxes past due?		✓
8. Are any post-petition state or local sales taxes past due?		✓
9. Are any post-petition real estate taxes past due?		✓
10. Are any amounts owed to post-petition creditors/vendors delinquent?		✓
11. Are any wage payments past due?		✓

*If the answer to any of the above questions is "YES," provide a detailed explanation of each item on a separate sheet.

INSURANCE INFORMATION		
	YES	NO*
1. Are real and personal property, vehicle/auto, general liability, fire, theft, worker's compensation, and other necessary insurance coverages in effect?	✓	
2. Are all premium payments current?	✓	

*If the answer to any of the above questions is "NO," provide a detailed explanation of each item on a separate sheet.

CONFIRMATION OF INSURANCE			
TYPE OF POLICY and CARRIER	Period of Coverage	Payment Amount and Frequency	Delinquency Amount
Home owners Insurance	1 year	yearly	None
Flood Insurance	1 year	yearly	None
Commercial liability Insurance	1 year	yearly	None
Comprehensive motor vehicle Insurance	1 year	yearly	None

Check here if United States Trustee has been listed a Certificate Holder on all policies of insurance.

DESCRIBE PERTINENT DEVELOPMENTS, EVENTS, AND MATTERS DURING THIS REPORTING PERIOD:

During this reporting Period, most of the payments were made in cash. Therefore, the bank statement reconciliation will be at variance.

Estimated Date of Filing the Plan of Reorganization and Disclosure Statement: 8/20/2016

MONTHLY OPERATING REPORT -
INDIVIDUAL

ATTACHMENT NO. 2

BANK ACCOUNT RECONCILIATIONS

Bank Account Information	Account #1	Account #2	Account #3	Account #4
Debtor in Possession Accounts				
Name of Bank:	Ending in 05528	Ending in 31578	Ending in 3173	Ending in 0544
Account Number:	432967055	432944315	4329443173	4329670544
Purpose of Account (Business/Personal)	Personal	Business	Business	operating
Type of Account (e.g. checking)	Checking	Checking	Checking	Checking
1. Balance per Bank Statement				
2. ADD: Deposits not credited (attach list to this report)				
3. SUBTRACT: Outstanding Checks (attach list)				
4. Other Reconciling Items (attach list to this report)				
5. Month End Balance (Must Agree with Books)				
TOTAL OF ALL ACCOUNTS				\$

Note: Attach a copy of the bank statement and bank reconciliation for each account.

Investment Account Information	Date of Purchase	Type of Instrument	Purchase Price	Current Value
Bank / Account Name / Number				

Note: Attach a copy of each investment account statement.

**MONTHLY OPERATING REPORT -
INDIVIDUAL**

ATTACHMENT NO. 4

ACCOUNTS RECEIVABLE RECONCILIATION (Pre- & Post- Petition)	Scheduled Amount	Current Month
		June 2016
Accounts Receivable Beginning Balance	210,000	210,000
Plus: Billings During the Month	210,000	210,000
Less: Collections During the Month	0	0
Adjustments or WriteOffs*	0	0
Accounts Receivable Ending Balance**	210,000	210,000

ACCOUNTS RECEIVABLE AGING (Pre- & Post- Petition)	Scheduled Amount	Current Month
		June 2016
0 - 30 Days		
31 - 60 Days		
61 - 90 Days		
Over 90 Days	210,000	210,000
Total Accounts Receivable**	210,000	210,000

* Attach explanation of any adjustment or writeoff.

** The "current month" of these two lines must equal.

POST-PETITION TAXES	Beginning Tax Liability*	Amount Withheld & or Accrued
Federal Taxes	0	0
Withholding**	0	0
FICA - Employee	0	0
FICA - Employer	0	0
Unemployment	0	0
Income	0	0
Other (Attach List)	0	0
Total Federal Taxes	0	0
State & Local Taxes	0	0
Withholding	0	0
Sales	0	0
Unemployment	0	0
Real Property	0	0
Personal Property	0	0
Other (Attach List)	0	0
Total State & Local Taxes	0	0
Total Post-Petition Taxes	0	0

* The beginning tax liability should represent the liability from the prior month, or if this is the first report, the amount should be zero

** Attach copies of IRS Form 6123 or your FTD coupon and payment receipt to verify payment or deposit

Fill in this information to identify your case:

Debtor 1 Innocent O. Chinweze
 First Name Middle Name Last Name

Debtor 2
 (Spouse if filing) First Name Middle Name Last Name

United States Bankruptcy Court for the: SOUTHERN DISTRICT OF FLORIDA, FORT LAUDERDALE DIVISION

Case number 0:16-bk-10063
 (if known)

Check if this is an amended filing

Official Form 106E/F

Schedule E/F: Creditors Who Have Unsecured Claims

12/15

Be as complete and accurate as possible. Use Part 1 for creditors with PRIORITY claims and Part 2 for creditors with NONPRIORITY claims. List the other party to any executory contracts or unexpired leases that could result in a claim. Also list executory contracts on Schedule A/B: Property (Official Form 106A/B) and on Schedule G: Executory Contracts and Unexpired Leases (Official Form 106G). Do not include any creditors with partially secured claims that are listed in Schedule D: Creditors Who Have Claims Secured by Property. If more space is needed, copy the Part you need, fill it out, number the entries in the boxes on the left. Attach the Continuation Page to this page. If you have no information to report in a Part, do not file that Part. On the top of any additional pages, write your name and case number (if known).

Part 1: List All of Your PRIORITY Unsecured Claims

1. Do any creditors have priority unsecured claims against you?

- No. Go to Part 2
 Yes.

Part 2: List All of Your NONPRIORITY Unsecured Claims

3. Do any creditors have nonpriority unsecured claims against you?

- No. You have nothing to report in this part. Submit this form to the court with your other schedules.
 Yes.

4. List all of your nonpriority unsecured claims in the alphabetical order of the creditor who holds each claim. If a creditor has more than one nonpriority unsecured claim, list the creditor separately for each claim. For each claim listed, identify what type of claim it is. Do not list claims already included in Part 1. If more than one creditor holds a particular claim, list the other creditors in Part 3. If you have more than three nonpriority unsecured claims fill out the Continuation Page of Part 2.

			Total claim
4.1	Barclays Bank Delaware Nonpriority Creditor's Name	Last 4 digits of account number <u>XXXX</u>	\$2,866.00
	125 S West St Wilmington, DE 19801 Number Street City State Zip Code	When was the debt incurred? _____	
	Who incurred the debt? Check one. <input checked="" type="checkbox"/> Debtor 1 only <input type="checkbox"/> Debtor 2 only <input type="checkbox"/> Debtor 1 and Debtor 2 only <input type="checkbox"/> At least one of the debtors and another	As of the date you file, the claim is: Check all that apply. <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed	
	Check if this claim is for a community debt <input type="checkbox"/> Check if this claim is for a community debt Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	Type of NONPRIORITY unsecured claim: <input type="checkbox"/> Student loans <input type="checkbox"/> Obligations arising out of a separation agreement or divorce that you did not report as priority claims <input type="checkbox"/> Debts to pension or profit-sharing plans, and other similar debts <input checked="" type="checkbox"/> Other Specify <u>Collection Account</u>	

Debtor 1 Chinweze, Innocent O. Case number (if known) 0:16-bk-10063

4.2	Credit Coll Nonpriority Creditor's Name	Last 4 digits of account number <u>XXXX</u>	\$249.00
	Number Street City State Zip Code Who incurred the debt? Check one: <input checked="" type="checkbox"/> Debtor 1 only <input type="checkbox"/> Debtor 2 only <input type="checkbox"/> Debtor 1 and Debtor 2 only <input type="checkbox"/> At least one of the debtors and another <input type="checkbox"/> Check if this claim is for a community debt Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	When was the debt incurred? _____ As of the date you file, the claim is: Check all that apply <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed Type of NONPRIORITY unsecured claim: <input type="checkbox"/> Student loans <input type="checkbox"/> Obligations arising out of a separation agreement or divorce that you did not report as priority claims <input type="checkbox"/> Debts to pension or profit-sharing plans, and other similar debts <input checked="" type="checkbox"/> Other Specify <u>2014 Collection Acct. - Progressive Insurance Company</u>	

4.3	Credit Coll Nonpriority Creditor's Name	Last 4 digits of account number <u>XXXX</u>	\$416.00
	Number Street City State Zip Code Who incurred the debt? Check one: <input checked="" type="checkbox"/> Debtor 1 only <input type="checkbox"/> Debtor 2 only <input type="checkbox"/> Debtor 1 and Debtor 2 only <input type="checkbox"/> At least one of the debtors and another <input type="checkbox"/> Check if this claim is for a community debt Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	When was the debt incurred? _____ As of the date you file, the claim is: Check all that apply <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed Type of NONPRIORITY unsecured claim: <input type="checkbox"/> Student loans <input type="checkbox"/> Obligations arising out of a separation agreement or divorce that you did not report as priority claims <input type="checkbox"/> Debts to pension or profit-sharing plans, and other similar debts <input checked="" type="checkbox"/> Other Specify <u>2011 Collection Acct. - Progressive Insurance Company</u>	

4.4	DPT ED/NAVI Nonpriority Creditor's Name	Last 4 digits of account number <u>XXXX</u>	\$55,050.00
	Number Street City State Zip Code Who incurred the debt? Check one: <input checked="" type="checkbox"/> Debtor 1 only <input type="checkbox"/> Debtor 2 only <input type="checkbox"/> Debtor 1 and Debtor 2 only <input type="checkbox"/> At least one of the debtors and another <input type="checkbox"/> Check if this claim is for a community debt Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	When was the debt incurred? _____ As of the date you file, the claim is: Check all that apply <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed Type of NONPRIORITY unsecured claim: <input type="checkbox"/> Student loans <input type="checkbox"/> Obligations arising out of a separation agreement or divorce that you did not report as priority claims <input type="checkbox"/> Debts to pension or profit-sharing plans, and other similar debts <input checked="" type="checkbox"/> Other Specify <u>Education Loan</u>	

Debtor 1 Chinweze, Innocent O.

Case number (if known)

0:16-bk-10063

4.5

DPT ED/NAVI

Nonpriority Creditor's Name

Last 4 digits of account number XXXX\$10,407.00POB 9635Wilkes Barre, PA 18773

Number Street City State Zip Code

Who incurred the debt? Check one.

- Debtor 1 only
 Debtor 2 only
 Debtor 1 and Debtor 2 only
 At least one of the debtors and another
 Check if this claim is for a community debt

Is the claim subject to offset?

- No
 Yes

When was the debt incurred?

As of the date you file, the claim is: Check all that apply

- Contingent
 Unliquidated
 Disputed

Type of NONPRIORITY unsecured claim:

- Student loans
 Obligations arising out of a separation agreement or divorce that you did not report as priority claims
 Debts to pension or profit-sharing plans, and other similar debts

 Other. Specify Education Loan

4.6

Monterey Col

Nonpriority Creditor's Name

Last 4 digits of account number XXXX\$3,239.00

Number Street City State Zip Code

Who incurred the debt? Check one.

- Debtor 1 only
 Debtor 2 only
 Debtor 1 and Debtor 2 only
 At least one of the debtors and another
 Check if this claim is for a community debt

Is the claim subject to offset?

- No
 Yes

When was the debt incurred?

As of the date you file, the claim is: Check all that apply

- Contingent
 Unliquidated
 Disputed

Type of NONPRIORITY unsecured claim:

- Student loans
 Obligations arising out of a separation agreement or divorce that you did not report as priority claims
 Debts to pension or profit-sharing plans, and other similar debts

 Other. Specify 2013 Collection Acct.

4.7

Pinnacle Credit Serv

Nonpriority Creditor's Name

Last 4 digits of account number 4XXX\$1,296.00POB 640Hopkins, MN 55343-0640

Number Street City State Zip Code

Who incurred the debt? Check one.

- Debtor 1 only
 Debtor 2 only
 Debtor 1 and Debtor 2 only
 At least one of the debtors and another
 Check if this claim is for a community debt

Is the claim subject to offset?

- No
 Yes

When was the debt incurred?

As of the date you file, the claim is: Check all that apply

- Contingent
 Unliquidated
 Disputed

Type of NONPRIORITY unsecured claim:

- Student loans
 Obligations arising out of a separation agreement or divorce that you did not report as priority claims
 Debts to pension or profit-sharing plans, and other similar debts

 Other. Specify 2014 Collection Acct. - Verizon

Debtor 1 Chinweze, Innocent O.

Case number (if know)

0:16-bk-10063

4.8

Portfolio Recovery Associates LLC

Nonpriority Creditor's Name

Last 4 digits of account number XXXX

\$2,007.00

**120 Corporate Blvd #100
Norfolk, VA 23502**

Number Street City State Zip Code

Who incurred the debt? Check one.

- Debtor 1 only
- Debtor 2 only
- Debtor 1 and Debtor 2 only
- At least one of the debtors and another
- Check if this claim is for a community debt

Is the claim subject to offset?

- No
- Yes

When was the debt incurred?

As of the date you file, the claim is: Check all that apply

- Contingent
- Unliquidated
- Disputed

Type of NONPRIORITY unsecured claim:

- Student loans
- Obligations arising out of a separation agreement or divorce that you did not report as priority claims
- Debts to pension or profit-sharing plans, and other similar debts

Other Specify 2011 Collection Acct. - HSBC Bank Nevada N.A.

4.9

Portfolio Recovery Associates LLC

Nonpriority Creditor's Name

Last 4 digits of account number 0XXX

\$1,257.00

**120 Corporate Boulevard
Norfolk, VA 23502**

Number Street City State Zip Code

Who incurred the debt? Check one.

- Debtor 1 only
- Debtor 2 only
- Debtor 1 and Debtor 2 only
- At least one of the debtors and another
- Check if this claim is for a community debt

Is the claim subject to offset?

- No
- Yes

When was the debt incurred?

As of the date you file, the claim is: Check all that apply

- Contingent
- Unliquidated
- Disputed

Type of NONPRIORITY unsecured claim:

- Student loans
- Obligations arising out of a separation agreement or divorce that you did not report as priority claims
- Debts to pension or profit-sharing plans, and other similar debts

Other Specify 2010 Collection Acct. - Capital One Bank

4.10

Portfolio Recovery Associates LLC

Nonpriority Creditor's Name

Last 4 digits of account number 3XXX

\$2,748.00

**120 Corporate Boulevard
Norfolk, VA 23502**

Number Street City State Zip Code

Who incurred the debt? Check one.

- Debtor 1 only
- Debtor 2 only
- Debtor 1 and Debtor 2 only
- At least one of the debtors and another
- Check if this claim is for a community debt

Is the claim subject to offset?

- No
- Yes

When was the debt incurred?

As of the date you file, the claim is: Check all that apply

- Contingent
- Unliquidated
- Disputed

Type of NONPRIORITY unsecured claim:

- Student loans
- Obligations arising out of a separation agreement or divorce that you did not report as priority claims
- Debts to pension or profit-sharing plans, and other similar debts

Other Specify 2010 Collection Acct. - Comcast

Debtor 1 Chinweze, Innocent O.

Case number (if known)

0:16-bk-10063

4.11

WFDS/WDS

Nonpriority Creditor's Name

Last 4 digits of account number XXXX

\$1,412.00

When was the debt incurred?

Number Street City State Zip Code

Who incurred the debt? Check one.

- Debtor 1 only
- Debtor 2 only
- Debtor 1 and Debtor 2 only
- At least one of the debtors and another
- Check if this claim is for a community debt

Is the claim subject to offset?

- No
- Yes

As of the date you file, the claim is: Check all that apply

- Contingent
- Unliquidated
- Disputed

Type of NONPRIORITY unsecured claim:

- Student loans
- Obligations arising out of a separation agreement or divorce that you did not report as priority claims
- Debts to pension or profit-sharing plans, and other similar debts

Other. Specify Collection - Auto Loan

Part 3: List Others to Be Notified About a Debt That You Already Listed

5. Use this page only if you have others to be notified about your bankruptcy, for a debt that you already listed in Parts 1 or 2. For example, if a collection agency is trying to collect from you for a debt you owe to someone else, list the original creditor in Parts 1 or 2, then list the collection agency here. Similarly, if you have more than one creditor for any of the debts that you listed in Parts 1 or 2, list the additional creditors here. If you do not have additional persons to be notified for any debts in Parts 1 or 2, do not fill out or submit this page.

Name and Address

Portfolio Recovery Associates LLC
120 Corporate Blvd #100
Norfolk, VA 23502

On which entry in Part 1 or Part 2 did you list the original creditor?

Line 4.8 of (Check one).

- Part 1: Creditors with Priority Unsecured Claims
- Part 2: Creditors with Nonpriority Unsecured Claims

Last 4 digits of account number

XXXX

Part 4: Add the Amounts for Each Type of Unsecured Claim

6. Total the amounts of certain types of unsecured claims. This information is for statistical reporting purposes only. 28 U.S.C. §159. Add the amounts for each type of unsecured claim.

		Total Claim	
Total claims from Part 1	6a. Domestic support obligations	6a. \$	<u>0.00</u>
	6b. Taxes and certain other debts you owe the government	6b. \$	<u>0.00</u>
	6c. Claims for death or personal injury while you were intoxicated	6c. \$	<u>0.00</u>
	6d. Other. Add all other priority unsecured claims. Write that amount here.	6d. \$	<u>0.00</u>
	6e. Total Priority. Add lines 6a through 6d.	6e. \$	<u>0.00</u>
Total claims from Part 2	6f. Student loans	6f. \$	<u>0.00</u>
	6g. Obligations arising out of a separation agreement or divorce that you did not report as priority claims	6g. \$	<u>0.00</u>
	6h. Debts to pension or profit-sharing plans, and other similar debts	6h. \$	<u>0.00</u>
	6i. Other. Add all other nonpriority unsecured claims. Write that amount here.	6i. \$	<u>80,947.00</u>
	6j. Total Nonpriority. Add lines 6f through 6i.	6j. \$	<u>80,947.00</u>