

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF FLORIDA**
West Palm Beach Division
www.flsb.uscourts.gov

In re:

RICK KHOMAL BENISASIA and
PRABHJOT KAUR BENISASIA,

Debtors.

Case No.: 16-11593-BKC-PGH

Chapter 11 Proceeding

**FIRST AMENDED DISCLOSURE STATEMENT FOR
PLAN OF REORGANIZATION
BY RICK KHOMAL BENISASIA and PRABHJOT KAUR BENISASIA
DATED November 21, 2016**

MERRILL PA
David Lloyd Merrill, Esq.
Trump Plaza Office Center
525 S Flagler Drive, 5th Floor
West Palm Beach, Florida 33401
Phone: +1.561.877.1111
Facsimile: +1.561.832.7668
Attorneys for the Debtors

TABLE OF CONTENTS

I. INTRODUCTION..... 1
 A. Overview of the Plan..... 3
 B. Voting Instructions 4

II. BACKGROUND OF THE DEBTORS 4

III. THE CHAPTER 11 CASE..... 5
 A. Commencement of the Chapter 11 Case..... 5
 B. Retained Professionals 5
 C. The Claims Process..... 5

IV. THE CHAPTER 11 PLAN..... 5
 A. Plan Overview..... 6
 B. Unclassified Claims..... 6
 C. Treatment of Claims and Interests..... 7
 1. Class 1 Allowed Secured UCF I Trust 1 Claim Re: Seaspray
 Resort, LTD 7
 2. Class 2 Allowed Secured CarMax Business Services, LLC
 Claim Re: 2010 Audi Q5..... 7
 3. Class 3 Allowed Secured Wells Fargo Bank, N.A. Claim
 Re: Personal Loan..... 8
 4. Class 4 Allowed Taxing Authority Claims 8
 5. Class 5. Allowed General Unsecured Claims 8
 D. Distributions Under the Plan 9
 E. Executory Contracts and Unexpired Leases 11
 F. Modification/Revocation of the Plan 11
 G. Effect of Confirmation 12
 H. Discharge, Exculpation, Injunction, Release and Limitation of Liability.... 12
 I. Retention of Jurisdiction 14
 J. Transfers within Two Years Prior to Petition..... 15
 K. Properties Owned by the Debtors without any Liens 15
 L. Reservation of Rights Under Sections 1141 (d)(5) and 350 (a)..... 15

V. CONFIRMATION OF PLAN 16

 A. Confirmation Hearing 16

 B. Confirmation Standards and Solicitation of Votes 16

VI. FUNDING AND FEASIBILITY OF THE PLAN AND RISK FACTORS..... 17

 A. Funding of the Plan..... 17

 B. Best Interests Test and Liquidation Analysis..... 18

 C. Feasibility..... 19

 D. Risk Factors Bearing Upon the Success or Failure of the Plan 20

VII. ALTERNATIVES TO THE PLAN..... 20

CONCLUSION 21

EXHIBIT INDEX

- Exhibit A The Plan
- Exhibit B Liquidation Analysis
- Exhibit C Projections
- Exhibit D Recently Filed Monthly Operating Report
- Exhibit E Bio and Resume

**DISCLOSURE STATEMENT FOR CHAPTER 11 PLAN OF REORGANIZATION BY
RICK KHOMAL BENISASIA and PRABHJOT KAUR BENISASIA**

THE PLAN PROPONENTS RESERVE THE RIGHT TO AMEND OR SUPPLEMENT
THIS PROPOSED DISCLOSURE STATEMENT AT OR BEFORE THE
CONFIRMATION HEARING.

I. INTRODUCTION

RICK KHOMAL BENISASIA and PRABHJOT KAUR BENISASIA, (hereinafter, the "Plan Proponents" or the "Debtors") provides this Statement (the "Disclosure Statement") to all creditors of the Debtors in order to permit such creditors to make an informed decision in voting to accept or reject the Chapter 11 Plan of Reorganization by the Plan Proponents (the "Plan") filed on **November 21, 2016** with the United States Bankruptcy Court for the Southern District of Florida (the "Bankruptcy Court") in connection with the above-captioned case (the "Chapter 11 Case"). A copy of the Plan is attached to this Disclosure Statement as Exhibit "A." 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 or Interests in Debtors 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 person, typical of the Debtors' 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.

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.

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 THE PLAN PROPONENTS, 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 DEBTORS AND THE OTHER INFORMATION CONTAINED HEREIN, HAS NOT BEEN SUBJECT TO AN AUDIT OR INDEPENDENT REVIEW EXCEPT AS EXPRESSLY SET FORTH HEREIN. ACCORDINGLY, THE PLAN PROPONENTS ARE UNABLE TO WARRANT OR REPRESENT THAT THE INFORMATION CONCERNING DEBTORS OR THEIR FINANCIAL CONDITION 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, ACTUAL RESULTS MAY NOT BE AS PROJECTED HEREIN.

ALTHOUGH AN EFFORT HAS BEEN MADE TO BE ACCURATE, THE PLAN PROPONENT 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 DEBTORS AS OF THE DATE OF THE COMMENCEMENT OF THE CHAPTER 11 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. ENTITIES HOLDING OR TRADING IN OR OTHERWISE PURCHASING, SELLING OR TRANSFERRING CLAIMS AGAINST, OR INTERESTS IN, THE DEBTORS SHOULD EVALUATE THIS DISCLOSURE STATEMENT ONLY IN LIGHT OF THE PURPOSE FOR WHICH IT WAS PREPARED.

THIS DISCLOSURE STATEMENT HAS NOT BEEN APPROVED OR DISAPPROVED BY THE SECURITIES AND EXCHANGE COMMISSION NOR HAS SUCH COMMISSION PASSED UPON THE ACCURACY OR ADEQUACY OF THE STATEMENTS CONTAINED HEREIN.

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.

Pursuant to the Bankruptcy Code, the Plan was filed with the Bankruptcy Court on **November 21, 2016** and this Disclosure Statement was filed thereafter. 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, 1515 N. Flagler Drive, Room 801, Courtroom A, West Palm Beach, Florida. 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.

To obtain, at your cost, additional copies of this Disclosure Statement or of the Plan, please contact David Lloyd Merrill, Esq., Trump Plaza Office Center, 525 South Flagler Drive, Fifth Floor, West Palm Beach, Florida 33401, Phone: (561) 877-1111.

A Overview of the Plan

THE FOLLOWING IS A BRIEF SUMMARY OF THE TREATMENT OF CLAIMS AND INTERESTS UNDER THE PLAN. THE DESCRIPTION OF THE PLAN SET FORTH BELOW CONSTITUTES A SUMMARY ONLY AND IS QUALIFIED, IN ITS ENTIRETY, BY THE PLAN AND THE PLAN DOCUMENTS. CREDITORS AND OTHER PARTIES IN INTEREST ARE URGED TO REVIEW THE MORE DETAILED DESCRIPTION OF THE PLAN CONTAINED IN SECTION IV OF THIS DISCLOSURE STATEMENT AND THE PLAN ITSELF. THE PLAN IS ATTACHED AS EXHIBIT A TO THIS DISCLOSURE STATEMENT. IN THE EVENT OF ANY INCONSISTENCY BETWEEN THIS DISCLOSURE STATEMENT AND THE PLAN, THE PLAN CONTROLS.

Chapter 11 is the chapter of the Bankruptcy Code primarily used for business reorganization. The fundamental purpose of a chapter 11 case is to formulate a plan to restructure a Debtors' finances so as to maximize recoveries to its creditors. With this purpose in mind, businesses sometimes use chapter 11 as a means to conduct asset sales and other forms of liquidation. Whether the aim is reorganization or liquidation, a chapter 11 plan sets forth and governs the treatment and rights to be afforded to creditors and stockholders with respect to their claims against and equity interests in a Debtors' bankruptcy estate.

The Plan divides the Claims against and Interests in Debtors into Classes. Certain Claims — in particular, Administrative Claims— remain unclassified in accordance with section 1123(a)(1) of the Bankruptcy Code. The Plan assigns all other Claims and Interests as described below.

| Class | Description | Status | Voting Status |
|--------------|---|---------------|----------------------|
| Class 1 | Allowed Secured Claim of UCF I Trust 1 re: Seaspray Resort, LTD | Impaired | Entitled to Vote |
| Class 2 | Allowed Secured Claim of CarMax Business Services, LLC re: 2010 Audi Q5 | Unimpaired | Not Entitled to Vote |
| Class 3 | Allowed Secured Claim of Wells Fargo Bank, N.A.re: Personal Loan | Unimpaired | Not Entitled to Vote |
| Class 4 | Allowed Taxing Authority Claims | Unimpaired | Not Entitled to Vote |
| Class 5 | Allowed General Unsecured Claims | Impaired | Entitled to Vote |

Administrative claims are expected to be approximately \$15,000.00 for Merrill PA's attorney's fees. OUST fees are current and in the budget provided for in Exhibit C.

B. Voting Instructions

The Bankruptcy Code entitles only holders of Impaired Claims or Equity Interests who receive some distribution under a proposed plan to vote to accept or reject that plan. Holders of Claims or Equity Interests that are unimpaired under a proposed plan are conclusively presumed to have accepted that plan and are not entitled to vote on it. Holders of classes of Claims or Equity interests that will receive no distributions under a proposed plan are conclusively presumed to reject that plan and, therefore, also not entitled to vote on it. Holders of Claims valued at an unknown amount, including holders of Disputed Claims, shall not be entitled to vote on the Plan, except as provided below.

II. BACKGROUND OF DEBTORS

The Debtors are residents of Palm Beach County, Florida that own and manage Seaspray Resort, LTD ("Seaspray"), headquartered in Palm Beach Shores, Florida. Seaspray, a company previously in bankruptcy, owns a commercial property and operates as a hotel and resort facility, which the Debtors manage, with restaurant space and one manager's apartment. Prior to Seaspray, the Debtors' previous experience includes operating a transportation and funeral service business and managing a hotel and marina. More specifically, the Debtors moved from Canada in October, 2012 where they most recently operated Benisasia Funeral Homes Inc. providing funeral services to the public from two locations. One of the homes ceased operations in July, 2014 and the second one in January, 2015, both due to a loss of licensure. The Debtors also operated a real estate management and holding company called 2069618 Ontario Inc. which handled the general management, maintenance and leasing for three commercial properties in. That company ceased operations in September 2015 and was closed due to the difficulty of managing them from Florida. No prior business filed bankruptcy. The Debtors are currently finalizing their permanent resident status while at the same time moving on to their boat, a 52' 2001 Fairlane Squadron with two bedroom and a kitchen which will remain moored behind a private residence in Palm Beach County, to assist with reducing expenses as there will be no rent to pay and no charge made for mooring.

III. THE CHAPTER 11 CASE

A. Commencement of the Chapter 11 Case

Prior to the Debtors filing for Chapter 11 bankruptcy protection on February 3, 2016 (the "Petition Date"), the Debtors enjoyed a business managing a hotel and owns Seaspray that owns a commercial property and operates as a hotel on 123 South Ocean Avenue, Palm Beach Shores, Florida. The Debtors personally guaranteed the loan for Seaspray; however, unfortunate events resulted in Seaspray to file for bankruptcy, which forced the Debtors to file, as they are closely tied, creating an extraordinary cash flow problem for the Debtors that ultimately cascaded into other financial difficulties, including the ability to maintain the hotel and related property's debt service. It was these difficulties that caused the need for the filing of this case.

B. Retained Professionals

The Bankruptcy Court authorized the Debtors to retain certain professionals in connection with the Chapter 11 Case. Specifically Debtors retained, and the Bankruptcy Court approved the retention of Merrill PA as general bankruptcy counsel.

C. The Claims Process

The Bankruptcy Code provides a procedure for all persons who believe they have a claim against a debtor to assert such claims, so that such claimant can receive distributions from the debtor's bankruptcy case. The bankruptcy court establishes a "bar date" — a date by which creditors must file their claims, or else such creditors will not participate in the bankruptcy case or any distribution. After the filing of all claims, the debtor evaluates such claims and can raise objections to them. These claims objections allow the debtor to minimize claims against it, and thereby maximize the recovery to creditors. The deadline for filing proofs of Claims against Debtors, other than claims of governmental units and Administrative Claims, was June 13, 2016 (the "General Bar Date").

The Debtors have been reviewing, analyzing and resolving Claims on an ongoing basis as part of the claims reconciliation process. There appear to be no disputed, unliquidated or contingent claims at this time and therefore all claims scheduled or for which a previous Proof of Claim was filed are to be deemed Allowed claims. Nonetheless, the actual ultimate aggregate amount of Allowed Claims may differ significantly from the amounts used for the purposes of Debtors' estimates. Accordingly, the distribution amount that will ultimately be received by any particular holder of an Allowed Claim may be adversely affected by the outcome of the claims resolution process.

IV. CHAPTER 11 PLAN

THE FOLLOWING IS A BRIEF SUMMARY OF THE MORE SIGNIFICANT MATTERS CONTEMPLATED BY OR IN CONNECTION WITH THE CONFIRMATION OF THE PLAN. THUS, THE FOLLOWING SUMMARY IS QUALIFIED IN ITS ENTIRETY BY THE PLAN, WHICH IS ATTACHED TO THIS DISCLOSURE STATEMENT AS EXHIBIT A.

THIS SUMMARY ONLY HIGHLIGHTS CERTAIN SUBSTANTIVE PROVISIONS OF THE PLAN. CONSIDERATION OF THIS SUMMARY WILL NOT, NOR IS IT INTENDED TO, YIELD A THOROUGH UNDERSTANDING OF THE PLAN. SUCH CONSIDERATION IS NOT A SUBSTITUTE FOR A FULL AND COMPLETE READING OF THE PLAN. ALL HOLDERS OF CLAIMS AND INTERESTS ARE URGED TO REVIEW THE PLAN CAREFULLY. THE PLAN, IF CONFIRMED, WILL BE BINDING ON DEBTORS AND ALL HOLDERS OF CLAIMS AND INTERESTS.

A. Plan Overview

The Debtors believe that confirmation of the Plan provides the best opportunity for maximizing recoveries for its creditors. Moreover, the Debtors believe, and will demonstrate to the Court, that creditors will receive not less than the amount that they would receive in a liquidation under Chapter 7 of the Bankruptcy Code.

B. Unclassified Claims

The following Administrative Claims, Priority Tax Claims and United States Trustee's Fees are Unimpaired under the Plan and will be treated as follows.

Allowed Administrative Claims shall be paid upon the date on which such Claims become due in the ordinary course, in accordance with the terms and conditions of any agreement relating thereto or upon such other dates and terms as may be agreed upon by the holders of such Allowed Administrative Claims. All other holders of Allowed Administrative Claims (with the exception of the professionals who will be paid 100% of the amount allowed by the Bankruptcy Court upon application to the Bankruptcy Court and those Claims otherwise specifically dealt with in the Plan) shall be paid 100% of their respective Allowed Administrative Claims in cash, unless otherwise ordered by the Bankruptcy Court, upon the latter of (i) the Effective Date, or, (ii) the date on which an order approving payment of such Administrative Claim becomes a Final Order.

Except to the extent that a holder of an Allowed Priority Tax Claim under section 507(a)(8) of the Code has been paid by the Debtors prior to the Effective Date or agrees to a different treatment, each holder of an Allowed Priority Tax Claim shall be paid in the ordinary course of Debtors' business on the date of assessment of such Claim.

The Reorganized Debtors shall pay the United States Trustee the appropriate sum required pursuant to 28 U.S.C. §1930(a)(6) through Confirmation on the Effective Date. The Reorganized Debtors shall further pay the United States Trustee the appropriate sum required pursuant to 28 U.S.C. §1930(a)(6) for post-confirmation periods within the time periods set forth in 28 U.S.C. §1930(a)(6), until the earlier of the closing of this Case by the issuance of a Final Decree by the Court, or upon entry of an order of this Court dismissing this Case, or converting this Case to another chapter under the Code, and the Reorganized Debtors shall provide to the United States Trustee upon the payment of each post-confirmation payment an appropriate affidavit indicating disbursement for the relevant periods.

C. Treatment of Claims and Interests

1. Class 1 — Allowed Secured UCF I Trust 1 claim re: Seaspray Resort, LTD (impaired and entitled to vote to accept or reject plan)

(a) Definition of Class 1 — Allowed Secured UCF I Trust 1 claim re: Seaspray Resort, LTD

Class 1 consists of the Allowed Secured Claim of UCF I Trust 1 against Seaspray Resort, LTD, which the Debtors personally guaranteed and upon which the claimant currently holds a final judgment entered post-petition. The order includes language attempting to make it effective prior to the filing of this case.

(b) Treatment of Class 1 — Allowed Secured UCF I Trust 1 claim re: Seaspray Resort, LTD

Unless otherwise agreed to by the Debtors and UCF I Trust 1, on the Effective Date the Debtors will continue to own, manage and earn income on a 1099 basis from Seaspray, the company that owns the hotel, until such time as Seaspray no longer owns or controls the same. Seaspray is currently the subject of a mortgage foreclosure on the hotel. Seaspray has been working with several potential hard money lenders in an effort to refinance the property but has to date not been successful in securing funding for the same. Should Seaspray no longer own or control the hotel then the claim of UCF I Trust 1 shall be deemed satisfied in full as the claim is oversecured per UCF I Trust 1's appraisal valuing the property more than the claim, which appraisal shall be deemed the value of the confirmation date, and UCF I Trust 1 will have no claim on the guarantees or final judgment. Due to the Debtors' extensive knowledge in real estate, business, accounting, mortgage, and computer programming and their prior experience with managing a marina, the Debtors will reenter those industries that will estimate, based upon their prior business experience, a gross annual income of \$60,000.00 for both Debtors, which is more than sufficient to fund the Plan in the event the hotel is lost to foreclosure sale or control of the same is otherwise lost. The Debtors' resumes reflecting their experience are attached hereto as Exhibit E. UCF 1 Trust 1 holds no security interest in any of the Debtors' assets. The Class 1 Claim is impaired.

2. Class 2 — Allowed Secured CarMax Business Services, LLC Claim re: 2010 Audi Q5, VIN: WA1LKBFP6AA039382 (unimpaired and not entitled to vote to accept or reject plan)

(a) Definition of Class 2 — Allowed Secured CarMax Business Services, LLC Claim re: 2010 Audi Q5, VIN: WA1LKBFP6AA039382

Class 2 consists of the Allowed Secured Claim of CarMax Business Services, LLC secured by the Debtors' 2010 Audi Q5, VIN: WA1LKBFP6AA039382

(b) Treatment of Class 2 — Allowed Secured CarMax Business Services, LLC Claim re: 2010 Audi Q5, VIN: WA1LKBFP6AA039382

Unless otherwise agreed to by the Debtors and CarMax Business Services, LLC, on the Effective Date, Class 2 shall continue to receive payment in accordance with the loan documents, as the Debtor is current on the loan, in the amount of \$650.32 until paid in full. The Debtors will maintain insurance on this property in accordance with United States Trustee Guidelines. The Class 2 Claim is unimpaired.

3 Class 3 — Allowed Secured Wells Fargo Bank, N.A. Claim re: Personal Loan (unimpaired and not entitled to vote to accept or reject plan)

(a) Definition of Class 3 — Allowed Secured Wells Fargo Bank, N.A. Claim re: Personal Loan

Class 3 consists of the Allowed Secured Claim of Wells Fargo Bank, N.A. in the amount of \$6,926.75 secured by the Debtors' personal loan.

(b) Treatment of Class 3 — Allowed Secured Wells Fargo Bank, N.A. Claim re: Personal Loan

Unless otherwise agreed to by the Debtors and Wells Fargo Bank, N.A., on the Effective Date, Class 3 is a secured personal loan, which has a net \$0.00 balance and the Debtors are surrendering as to same. The net value is derived based upon the fact that the bank is oversecured by a deposit account held by the bank. The remaining funds shall be deposited in the DIP account prior to the Effective Date. The Class 3 Claim is unimpaired.

4 Class 4 — Allowed Taxing Authority Claims (Unimpaired and not entitled to vote to accept or reject the Plan)

(a) Definition of Class 4 — Allowed Taxing Authority Claims

Class 4 consists of the Allowed Taxing Authority Claims including those related to the Internal Revenue Service.

(b) Treatment of Class 4 — Allowed Taxing Authority Claims

On the Effective Date, all the Allowed Taxing Authority Claims, including the Internal Revenue Service, are current including 2014 and 2015 (which indicated no tax due) and will be paid as they come due in compliance with 11 U.S.C. §1129(a)(9). Class 4 claims are unimpaired.

5 Class 5 — Allowed General Unsecured Claims (impaired and entitled to vote to accept or reject plan)

(a) Definition of Class 5 — Allowed General Unsecured Claims

Class 5 consists of the Allowed General Unsecured claims herein as defined pursuant to 11 U.S.C. §502. Class 5 Claims are impaired.

(b) Treatment of Class 5 Allowed General Unsecured Claims

On the Effective Date, holder of a Class 5 Claim will be paid 100% of their claim. Class 5 Claims total \$9,016.32, which will be paid \$150.27 monthly beginning in month 1 through Month 60 of the Plan. The Debtors are, as required by 11 U.S.C. §1129(a)(15), committing their disposable income to the Plan over a five year period as is more fully detailed in Exhibit C below. In the event the holder of an allowed unsecured claim objects to confirmation of the plan, the value of the property to be distributed under the plan will not be less than the projected disposable income of the debtors (as defined in 11 U.S.C. §1325(b)(2)) to be received during the five 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. In the event any secured or administrative claims are paid in full prior to month 60, payment in the amount of the secured or administrative claim will be paid to general unsecured commencing the month after such full payment and in an amount equaling at least 90% of the prior payment made to such secured or administrative claimant.

D. Distributions Under the Plan

Subject to Rule 9010, and except as otherwise provided in the Plan, all distributions under the Plan shall be made monthly by the Reorganized Debtors to the holder of each Allowed Claim or Allowed Equity Interest at the address of such holder as listed on the Schedules and/or Proof of Claim as of the Effective Date unless the Debtors or Reorganized Debtors have been notified in writing of a change of address, including by the filing of a proof of Claim by such holder that provides an address different from the address reflected on the Schedules.

Any payment of Cash made by the Reorganized Debtors pursuant to the Plan shall be made on a monthly basis by check drawn on a domestic bank or by wire transfer. Any payment or distribution required to be made under the Plan on a day other than a Business Day shall be made on the next succeeding Business Day.

When any distribution on account of an Allowed Claim pursuant to the Plan would otherwise result in a Distribution that is not a whole number, the actual distribution shall be rounded as follows: fractions of 1/2 or greater shall be rounded to the next higher whole number and fractions of less than 1/2 shall be rounded to the next lower whole number. Cash to be distributed pursuant to the Plan shall be adjusted as necessary to account for the rounding provided in Section 6.02(f) of the Plan.

Any distributions of Cash or other property under the Plan that is unclaimed for a period of six (6) months after the date paid shall constitute Unclaimed Funds and any entitlement of any holder of any Claim to such distributions shall be extinguished and forever barred.

Unless otherwise provided herein, all Initial Distributions and deliveries to be made on the Effective Date shall be made on that date ("Initial Distribution Date").

Subsequent distributions shall be made in accordance with the terms set forth in the Plan.

The Effective Date of the Plan shall be 15 days after entry of a final, non-appealable Confirmation Order.

1. Objections to Claims

Subject to applicable law, from and after the Effective Date, the Reorganized Debtors will have the authority to file, settle, compromise, withdraw, arbitrate or litigate to judgment objections to Claims pursuant to applicable procedures established by the Bankruptcy Code, the Bankruptcy Rules and the Plan. Any and all objections to any claim must be filed prior to the Objection Deadline, or as otherwise ordered by the Court, or with respect to rejection claims, prior to the Objection to Rejection Claims Deadline. An Objection to the allowance of a Claim or Interest will be in writing and may be filed with the Bankruptcy Court by the Debtors or the Reorganized Debtors, at any time on or before the applicable claim objection deadline. The failure by the Debtors to object to any Claim or Interest for voting purposes will not be deemed a waiver of the right to object to, or re-examine, any such Claim in whole or in part.

2. Distributions Withheld for Disputed Claims

On the Initial Distribution Date and each subsequent distribution date, the Reorganized Debtors shall reserve from the Distributions to be made on such dates to the holders of Allowed Claims, an amount equal to One Hundred Percent (100%) of the Distributions to which holders of Disputed Claims would be entitled under the Plan as of such dates if such Disputed Claims were Allowed Claims in their Disputed Claim Amounts or as estimated by the Debtors or the Court in accordance with Section 6.07 of the Plan (the "Disputed Claims Reserve").

3. Distribution Upon Allowance of Disputed Claims

Except as specifically provided, the holder of a Disputed Claim that becomes an Allowed Claim subsequent to the any Distribution Date shall receive distributions of Cash and any other consideration from the Disputed Claims Reserve from the Reorganized Debtors upon the subsequent distribution date following the date on which such Disputed Claim becomes an Allowed Claim pursuant to a Final Order. Such Distributions shall be made in accordance with the Plan. The Debtor does not anticipate filing any claim objections except as to the Internal Revenue Service as set forth above.

4. Expenses of Disputed Claims Reserve

Except as otherwise ordered by the Court, the amount of any reasonable expenses incurred by the Reorganized Debtors on or after the Effective Date with respect to the Disputed Claims shall be paid by the Reorganized Debtors upon approval by the Court.

E. Executory Contracts and Unexpired Leases

The Code grants the Debtors the power, subject to the approval of the Court, to assume or reject executory contracts and unexpired leases. If an executory contract or unexpired lease is rejected, the other party to the agreement may file a claim for damages incurred by reason of the rejection. In the case of rejection of leases of real property, such damage claims are subject to certain limitations imposed by the Code.

Pursuant to sections 365(a) and 1123(b)(2) of the Code, all executory contracts and unexpired leases between the Debtors and any Person shall be deemed rejected by the Reorganized Debtors as of the Effective Date, except for any executory contract or unexpired lease (i) which is provided for or referred to above in Section IV(c). or that previously has been assumed or rejected pursuant to an order of the Court entered prior to the Effective Date, (ii) as to which a motion for approval of the assumption or rejection of such executory contract or unexpired lease has been filed and served prior to the Effective Date

1. Bar Date for Filing Claims Relating to Executory Contracts and Unexpired Leases Rejected Pursuant to the Plan

There are no executory contracts or leases that have been rejected in this case. However to the extent that any claimant believes that they hold an executory contract or unexpired lease, claims arising out of the rejection of the same must be filed with the Court and/or served upon the Debtors or the Reorganized Debtors or as otherwise may be provided in the Confirmation Order, by no later than thirty (30) days after the later of (1) notice of entry of an order approving the rejection of such executory contract or unexpired lease, (ii) notice of entry of the Confirmation Order, and (iii) notice of an amendment to the Assumption List. Any Claim not filed within such time will be forever barred from assertion against the Debtors, their Estate, the Reorganized Debtors and their property. Unless otherwise ordered by the Court, all Claims arising from the rejection of executory contracts and unexpired leases shall be treated as Unsecured Claims under the Plan. The Debtors shall reserve funds for claims arising out of the rejection of an executory contract or unexpired lease pursuant to the Plan.

F. Modification/Revocation of the Plan

Subject to the restrictions on Plan modifications set forth in section 1127 of the Bankruptcy Code, the Debtors reserve the right to alter, amend or modify the Plan before its substantial consummation.

The Debtors further reserve the right to revoke or withdraw the Plan prior to the Confirmation Date. If the Debtors revoke or withdraw the Plan prior to the Confirmation Date, then the Plan shall be deemed null and void. Such withdrawal or revocation shall not prejudice the any rights of the Debtors. In such event, nothing contained herein shall constitute or be deemed a waiver or release of any Claims or Actions by or against the Debtors or any other Person, an admission against interests of the Debtors, nor shall it prejudice in any manner the rights of the Debtors or any Person in any further

proceedings involving the Debtors.

The Debtors may modify the Plan and any time before the confirmation of the Plan. However the Court may require a new disclosure statement and/or revoting on the Plan. Moreover any sale or refinancing of any property set forth in Section IV above will need to be approved by the Court.

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

G. Effect of Confirmation

The Plan shall be binding upon and inure to the benefit of the Debtors, the holders of Claims and Equity Interests, and their respective successors and assigns, including, without limitation, the Reorganized Debtors.

1. Continued Corporate Existence

The Debtors are individuals. In that capacity they will, following the Effective Date, be permitted to engage in business free of any restrictions imposed by the Bankruptcy Code, the Bankruptcy Rules or by the Court, subject only to the terms and conditions of the Plan and the Confirmation Order.

2. Vesting of Assets

Except as otherwise provided in the Plan and the Confirmation Order, on the Effective Date, Reorganized Debtors shall be vested with all of the property of the Estate free and clear of all Claims, liens, encumbrances, charges, and other interests, including but not limited to that of holders of Claims and holders of equity interests. The Reorganized Debtors shall assume all of the Debtors' rights, obligations and liabilities under the Plan.

3. Final Decree

Once the estate has been fully administered, as provided in Fed. R. Bankr. P. 3022, the Plan Proponents, or such other party as the Court shall designate in the Plan Confirmation order, shall file a motion with the Court to obtain a final decree to close the case.

H. Discharge, Exculpation, Injunction, Release and Limitation of Liability

1. Discharge of Debtors

Except as otherwise provided herein or in the Confirmation Order, the rights

afforded herein and the treatment of all Claims and equity interests herein shall be in exchange for and in complete satisfaction, discharge and release of Claims and equity interests of any nature whatsoever, including any interest accrued on such Claims from and after the Commencement Date, against the Debtors and the Debtors in Possession, the Estate, any of the assets or properties under the Plan. Confirmation of this Plan does not discharge any debt provided for in this Plan until the court grants a discharge on completion of all payments under this Plan, or as otherwise provided in § 1141(d)(5) of the Code. The Debtors will not be discharged from any debt excepted from discharge under § 523 of the Code, except as provided in Rule 4007(c) of the Federal Rules of Bankruptcy Procedure.

2. Injunction Related to Discharge

Except as otherwise expressly provided in the Plan, the Confirmation Order or a separate order of the Court, all Persons who have held, hold or may hold Claims against the Debtors are permanently enjoined, on and after the Effective Date, from (i) commencing or continuing in any manner any action or other proceeding of any kind with respect to any such Claim, (ii) enforcing, attaching, collecting or recovering by any manner or means of any judgment, award, decree or order against the Debtors on account of any such Claim, (iii) creating, perfecting or enforcing any Lien or asserting control of any kind against the Debtors or against the property or interests in property of the Debtors on account of any such Claim, and (iv) asserting any right of setoff, subrogation or recoupment of any kind against any obligation due from the Debtors or against the property or interests in property of the Debtors on account of any such Claim.

3. Injunction Against Interference with the Plan

Upon the entry of a Confirmation Order with respect to the Plan, all holders of Claims and Equity Interests and other parties in interest, along with their respective present or former employees, agents, officers, directors, or principals, shall be enjoined from taking any actions to interfere with the implementation or consummation of the Plan, except with respect to actions any such entity may take in connection with the pursuit of appellate rights.

4. Votes Solicited in Good Faith

The Plan Proponent has, and upon confirmation of the Plan shall be deemed to have, solicited acceptances of the Plan in good faith and in compliance with the applicable provisions of the Bankruptcy Code, and on account of such solicitation will not, be liable at any time for the violation of any applicable law, rule, or regulation governing the solicitation of acceptances or rejections of the Plan.

5. Term of Bankruptcy Injunction or Stay

All injunctions or stays provided for in the Case under sections 105 or 362 of the Code, or otherwise, and in existence on the Confirmation Date, shall remain in full force

and effect until the Effective Date.

I Retention of Jurisdiction

The Court shall have exclusive jurisdiction of all matters arising out of, and related to, the Case and the Plan pursuant to, and for the purposes of, sections 105(a) and 1142 of the Code and for, among other things, 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 all Actions, including, without limitation, Actions commenced by the Debtors or any other party in interest with standing to do so, pursuant to sections 505, 542, 543, 544, 545, 547, 548, 549, 550, 551, and 553 of the Code, collection matters related thereto, and settlements thereof;

(d) to hear and determine any objections to or the allowance, classification, priority, compromise, estimation or payments of any Administrative Claims, Claims or Equity Interests;

(e) to ensure that Distributions to holders of Allowed Claims are accomplished as provided in the Plan;

(f) to enter and implement such orders as may be appropriate in the event the Confirmation Order is for any reason stayed, revoked, modified or vacated;

(g) to issue such orders in aid of execution and consummation of the Plan, to the extent authorized by section 1142 of the Code;

(h) 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;

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

(j) to hear and determine disputes arising in connection with the interpretation, implementation or enforcement of the Plan;

(k) to recover all Assets of the Debtors and Property of the Estate, wherever located;

(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 orders 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 Debtors for all taxable periods through the Effective Date for all taxable periods of the Debtors through the liquidation and dissolution of such entity);

(o) to enter and implement orders and to take such other actions as may be necessary or appropriate to restrain interference by any Person or Entity with the consummation or implementation of the Plan, including, without limitation, to issue, administer, and enforce injunctions, releases, assignments, or indemnity obligations contained in the Plan and the Confirmation Order;

(p) to hear any other matter not inconsistent with the Code; and

(q) 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 Debtors under applicable environmental laws.

J. Transfers Within Two Years Prior to Petition

The Reorganized Debtors shall retain any and all claims against third-parties, including all claims arising under Chapter 5 of the Bankruptcy Code. The Debtor has not identified any fraudulent or preferential transfers and as such does not anticipate pursuing any such claims.

K. Properties Owned by the Debtors without any Liens

None.

L. 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 payment under this Plan, payment of all outstanding quarterly United States Trustees Fees, and the filing of any outstanding federal income tax returns. Such a request may be granted only upon notice and hearing, with notice to all creditors and interested parties. If such request is granted, then upon the satisfaction of all payments required to be paid inside the Plan, 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.

V. CONFIRMATION OF THE PLAN

A. 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 Paul G. Hyman Chief Judge for the United States Bankruptcy Court for the Southern District of Florida, located at the United States Bankruptcy Court, 1515 N. Flagler Drive, West Palm Beach, Florida, Eighth Floor, Room 801, Courtroom A. 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.

Any objection to Confirmation must be in writing and specify in detail the name and address of the objector, all grounds for the objection and the amount of the Claim. Any such objection must be filed with the Court and serviced so that it is received by the Bankruptcy Court and the following parties on or before the deadline set by the Bankruptcy Court:

David Lloyd Merrill, Esq.
Trump Plaza Office Center
525 S. Flagler Drive
Fifth Floor
West Palm Beach, Florida 33401

-and-

Office of the U.S. Trustee
Heidi A Feinman, Esq.
51 S.W. First Avenue,
Room 1204
Miami, FL 33130

B. Confirmation Standards and Solicitation of Votes

For a plan to be confirmed, the Bankruptcy Code requires, among other things, that a plan be proposed in good faith and comply with the applicable provisions of chapter 11 of the Bankruptcy Code. At the Confirmation hearing, the Bankruptcy Court will determine, among other things, whether the Plan has been accepted by each Impaired Class of Creditors. Under Section 1126 of the Bankruptcy Code, an Impaired Class is deemed to have accepted the Plan if at least two-thirds in amount and more than one-half in number of Allowed Claims in such Class voting to accept or reject the Plan have voted in favor of acceptance.

There are two methods by which the Plan can be confirmed: (i) the "acceptance" method in which all Impaired Classes have voted to accept the Plan as described above; and (ii) the "cram-down" method, in which the Plan is not accepted by one or more of the Impaired Classes, provided the Bankruptcy Court finds that the Plan does not discriminate unfairly and is fair and equitable to such Class or Classes. For a Plan to be confirmed under the "non-acceptance" method, it must be accepted by at least one Class of Claims or Interests that is Impaired by the Plan. The Debtor may choose to rely upon the "non-acceptance" method to seek Confirmation of the Plan, if it is not accepted by all Impaired Classes of Creditors.

Section 1129(b) of the Bankruptcy Code provides that the Bankruptcy Court may confirm the Plan notwithstanding its rejection by one or more Impaired Class if the Bankruptcy Court finds that the Plan is fair and equitable with respect to each Impaired Class that does not accept the Plan. With respect to Classes of Secured Creditors, the fair and equitable test requires that a Secured Creditor (i) retain its lien or liens and receive cash payments having a present value equal to its Allowed Secured Claim; (ii) receive the proceeds from the sale of its collateral, or (iii) realize the indubitable equivalent of its Claim. With respect to a Class of Unsecured Claims, the fair and equitable test requires that if each Claimant in such Class does not receive property having a present value equal to the amount of such Claimant's Allowed Claim, no junior class can receive any property on account of such junior Claim or Interest. If the Bankruptcy Court orders Confirmation of the Plan, then pursuant to Section 1141(d)(5)(A) of the Bankruptcy Code, the Debtor is discharged from all pre-Confirmation debts except as is provided in the Plan, upon completion all payments required under the Plan.

Notwithstanding the foregoing, pursuant to Section 1141(d)(5)(B) of the Bankruptcy Code, the Debtor reserves the right, upon notice and a hearing, to seek an earlier discharge in the event that the Debtor actually distributes to Allowed Unsecured Creditors the value, as of the Effective Date, of property under the Plan that is greater than the amount that would have been paid on such claim if the estate of the Debtor had been liquidated under Chapter 7 of the Bankruptcy Code. Confirmation makes the Plan binding on the Debtor, all Creditors, Interest Holders, and other parties in interest regardless of whether they voted to accept or reject the Plan.

The Bankruptcy Court will confirm a plan only if it finds that all of the requirements enumerated in section 1129 of the Bankruptcy Code have been met. As set forth in more detail in the following section, the Plan Proponents believe that the Plan satisfies all of the requirements for confirmation.

VI. FUNDING AND FEASIBILITY OF THE PLAN, AND RISK FACTORS BEARING UPON THE SUCCESS OR FAILURE OF THE PLAN

A. Funding of the Plan

Funds to be used to make cash payments under the Plan shall derive from income of the Debtors. This income will derive on a 1099 basis from the continued operation of Seaspray which owns a hotel property on the ocean in Palm Beach County, Florida. To the extent that this property is foreclosed upon or sold, the Debtors will re-enter the workforce based upon their prior experience in real estate, business, accounting, mortgage, and computer programming as well as prior experience with managing a marina and thereby generate income as set forth in Exhibit C below. During any "lag time" between the loss of the Seaspray property and the start of the new businesses and income therefrom, the Debtors will be relying upon their mother (who is independently wealthy) who is ready, willing and able, to support them and this Plan and will execute an affidavit or support.

B. Best Interests Test and Liquidation Analysis

With respect to each impaired Class of Claims and Equity Interests, confirmation of the Plan requires that each holder of an Allowed Claim or Equity Interest either (i) accept the Plan or (ii) receive or retain under the Plan property of a value, as of the Effective Date, that is not less than the value such holder would receive or retain if the Debtor was liquidated under Chapter 7 of the Bankruptcy Code on such date. To determine what holders of Claims and Equity Interests of each impaired Class would receive if the Debtor were liquidated under Chapter 7, the Bankruptcy Court must determine the dollar amount that would be generated from the liquidation of the Debtor's assets and properties in the context of a Chapter 7 liquidation case and the assets were liquidated by a Trustee in bankruptcy. The cash amount that would be available for satisfaction of Claims and Equity Interests would consist of the proceeds resulting from the disposition of the unencumbered assets and properties of the Debtor, augmented by the unencumbered cash held by the Debtor at the time of the commencement of the liquidation case. Such cash amount would be reduced by the amount of the costs and expenses of the liquidation and by such additional administrative expenses and priority claims that might result from the termination of the Debtor's business and the use of chapter 7 for the purposes of liquidation.

The cost of liquidation under Chapter 7 would include expenses relating to the wind-down of the business, including computer expenses, consulting expenses, maintenance and repair expenses, plant operations expenses, office expenses, marketing expenses, marketing expenses, payroll expenses and license fees; the fees payable to the Chapter 7 trustee, as well as those fees that might be payable to other professionals that such a trustee might engage. In addition, claims would arise by reason of the breach or rejection of obligations incurred, and leases and Executory Contracts assumed or entered into by the Debtor during the pendency of this Chapter 11 case. The foregoing types of claims and other claims that might arise in a liquidation case or result from the pending Chapter 11 case, including any unpaid expenses incurred by the Debtor during the Chapter 11 Case such as compensation for attorneys, financial advisors and accountants, would be paid in full from the liquidation proceeds before the balance of those proceeds would be made available to pay pre-petition Claims.

To determine if the Plan is in the best interests of each impaired Class, the present value of the distributions from the proceeds of a liquidation of the Debtor's unencumbered assets and properties, after subtracting the amounts attributable to the foregoing Claims, are then compared with the value of the property offered to such Classes of Claims and Equity Interests under the Plan.

After considering the effects that a Chapter 7 liquidation would have on the ultimate proceeds available for distribution to creditors in the Chapter 11 case, including i) the increased costs and expenses of a liquidation under Chapter 7 arising from fees payable to a trustee in bankruptcy and professional advisors to such trustee, ii) the erosion in value of assets in a Chapter 7 case in the context of the expeditious liquidation required under Chapter 7 and the "forced sale" environment that would

prevail, and iii) the substantial increases in Claims which would be satisfied on a priority basis or on parity with creditors in the Chapter 11 Case, the Plan Proponent has determined that confirmation of the Plan will provide each holder of an Allowed Claim with a recovery that is not less than such holder would receive pursuant to liquidation of the Debtors under Chapter 7.

The Liquidation Analysis is attached hereto as Exhibit "B". The information set forth in Exhibit B provides a summary of the liquidation values of the Debtor's assets, assuming a Chapter 7 liquidation in which a trustee appointed by the Bankruptcy Court would liquidate the assets of the Debtor's Estate. Reference should be made to the Liquidation Analysis for a complete discussion.

The Liquidation Analysis was prepared by the Debtors and reflects the Debtors' best estimates of the information set forth therein. However, the Liquidation Analysis includes a number of estimates and assumptions that, although considered reasonable by the Debtors, are inherently subject to significant economic and competitive uncertainties and contingencies beyond the control of the Debtors. The Liquidation Analysis is also based on assumptions with regard to liquidation decisions that are subject to change. Accordingly, the values reflected might not be realized if the Debtors were, in fact, to undergo such a liquidation. It should also be noted that the Debtors' plan proposes payment of some allowed general unsecured claims, which could not, by definition and in accordance with the expenses described above, occur in a liquidation scenario.

The Plan Proponents believe that the value of the property offered to holders of under the Plan is greater than the present value of the distributions from the proceeds of a liquidation of the Debtors' unencumbered assets and properties. However, the Plan Proponents' reliance on the Debtors' Liquidation Analysis herein should not be construed as an acknowledgment of the Plan Proponent that either the total figure arrived at or the allocation of claims status to various Insider Claims is appropriate or necessary. The Plan Proponents reserve the right to submit an amended liquidation analysis prior to the Confirmation Hearing.

C. Feasibility

Section 1129(a)(11) of the Bankruptcy Code requires a plan proponent to demonstrate that confirmation of a plan of reorganization is not likely to be followed by the liquidation or the need for further financial reorganization of a debtor unless so provided by the plan of reorganization. For purposes of determining whether the Plan meets this requirement, the Plan Proponents have analyzed their ability to meet their financial obligations as contemplated thereunder. As part of this analysis, the Plan Proponents have prepared projections set forth in Exhibit "C" hereto, which the Plan Proponents believe indicates that they will be able to make all payments required to be made pursuant to the Plan. Moreover, the Debtors are cash flow positive. Accordingly, the Plan Proponents assert that they is able to perform all of their obligations under the Plan, and as such, the Plan satisfies section 1129(a)(11) of the Bankruptcy Code.

D. Risk Factors bearing upon the success or failure of the plan

While it is impossible to predict and relay all of the factors to creditors which can have a bearing upon the risk of failure of plan, it is important to note that this plan harbors very insignificant risk as related to other individual Chapter 11 cases: the Debtors drive the majority of their income from their gas station properties and businesses which largely been stable over the course of the last 20 years, which, as has been shown in the Exhibits attached hereto, reflects that they are net cash positive after debt service and escrows. As such they are uniquely able to ensure a steady flow of income. Accordingly the risk of failure of completing this plan is deemed to be low.

VII. ALTERNATIVES TO THE PLAN

Although this Disclosure Statement is intended to provide information to assist a Claim or Interest holder 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 and consummated, the alternatives to the Plan include i) liquidation of the Debtors under chapter 7 of the Bankruptcy Code; ii) an alternative plan of reorganization; or iii) dismissal of the Chapter 11 Case leaving creditors and interest holders to pursue available non-bankruptcy remedies.

1. Liquidation Under Chapter 7

If no plan is confirmed, the Chapter 11 Case may be converted to a case under Chapter 7 of the Bankruptcy Code, pursuant to which a trustee would be selected to liquidate the Debtors' assets for distribution in accordance with the priorities established by Chapter 7. As discussed previously, the Plan Proponents believe that liquidation under Chapter 7 would result in smaller distributions being made to Creditors than those provided for in the Plan because i) the Debtors' assets would have to be sold or otherwise disposed of in a forced sale situation over a short period of time, ii) additional administrative expenses would be involved in the appointment of a trustee, and iii) additional expenses and claims, some of which would be entitled to priority, would be generated during the liquidation and from the rejection of leases and other Executory Contracts in connection with a cessation of the Debtors' operations.

2. Alternative Plan of Reorganization

If the Plan is not confirmed, another party in interest could attempt to formulate an alternative plan. Such a plan might involve either a reorganization and continuation of the Debtors' business income, or an orderly liquidation of their assets.


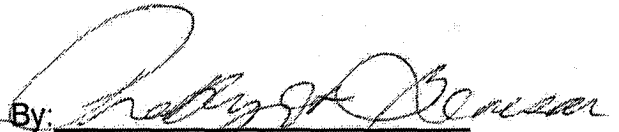
3. Dismissal of the Chapter 11 Case

If the Chapter 11 Case is dismissed, Creditors would be free to pursue non-bankruptcy remedies in their attempts to satisfy claims against Debtors. However, in that

event, Creditors would be faced with the costs and difficulties of attempting to collect claims from either a non-operating entity or an entity in foreclosure from its Secured Creditors.

CONCLUSION

For all the reasons set forth in the Disclosure Statement, the Plan Proponent believes that confirmation and consummation of the Plan is preferable to all other alternatives. The Plan provides a distribution to all Allowed Creditors in all Classes, which could not occur if this case were dismissed or converted to a Chapter 7 liquidation. Consequently, the Debtors urge all eligible holders of Impaired Claims and Interests to vote to accept the Plan, and to complete and return their ballots so they will be received on or before the deadline set by the Bankruptcy Court.

By:  By: 
Rick Khomal Benisasia Prabhjot Kaur Benisasia

MERRILL PA

By: /s/ David Lloyd Merrill, Esq.

David Lloyd Merrill, Esq.
Trump Plaza Office Center
525 South Flagler Drive, Fifth Floor
West Palm Beach, Florida 33401
Phone: +1.561.877.1111
Attorneys for Rick Khomal Benisasia and Prabhjot Kaur Benisasia

Exhibit A
Plan of Reorganization

EXHIBIT B

Liquidation Analysis for Rick Khomal Benisasia and Prabhjot Kaur Benisasia

| | | |
|--|----------------|---|
| NET REAL ESTATE VALUE: | | \$ 0.00 |
| Value of Personal Property: | \$ 19,430.15 | |
| LESS: Exemptions | \$ 10,271.15 | |
| LESS: Secured Claims | \$ 7,000.00 | |
| Value of 2010 Audi Q5: | \$ 19,500.00 | |
| LESS: Secured Claims | \$ 19,500.00 | (Note: The actual claim is \$28,856.42) |
| Value of 2001 Fairline Squadron: | \$ 250,000.00 | |
| Value of Seaspray Resort, LTD: | \$5,600,000.00 | |
| LESS: Secured Claims | \$5,300,000.00 | |
| NET PERSONAL PROPERTY VALUE: | | \$ 452,159.00 |
| Unencumbered and Oversecured Assets less Exemptions: | | \$452,159.00 |
| Amount proposed to be paid to unsecured creditors: | | \$ 9,016.32 |
| Percentage paid in hypothetical Chapter 7 liquidation: | | 100% |
| Percentage proposed to be paid in accordance with The plan proposed herein: | | 100% |

Please Note: Because this plan proposes to pay 100% to general unsecured creditors, the Debtors have not opted to go through expense of valuing liquidation.

EXHIBIT C**Projections and feasibility for Rick Khomal Benisasia & Prabhjot Kaur Benisasia**

Income on the Effective Date:

| | | |
|--|-----------------------------------|--------------------------|
| Mr. & Mrs. Benisasia's Monthly Income | | \$6,000.00 |
| GROSS INCOME | | \$6,000.00 |
| LESS: Taxes on the Effective Date (Estimated) | | \$1,020.00 |
| | Income After Taxes: | <u>\$4,980.00</u> |
| LESS: | Expenses: | |
| | Utilities (Electric, Water, Gas) | \$400.00 |
| | Phone, Cable, Internet | \$200.00 |
| | Landscaping | \$75.00 |
| | Food | \$800.00 |
| | Clothing | \$200.00 |
| | Car Lease - Audi Q5 | \$650.32 |
| | Car Insurance - Audi | \$240.00 |
| | Medical & Dental | \$200.00 |
| | Fuel | \$400.00 |
| | Boat Insurance | \$900.00 |
| | Entertainment & Misc. | \$250.00 |
| | US Trustee Fee (Estimated) | \$250.00 |
| | Child Expenses | <u>\$100.00</u> |
| PERSONAL EXPENSES | | <u>\$4,665.32</u> |
| | TOTAL | \$314.68 |
| | Attorney Fees (Estimated): | \$700.00 |
| | NET INCOME: | <u>-\$385.32</u> |
| LESS: Class 5 plan payment: | | \$150.27 |
| PLUS support from Debtors' mother: | | \$550.00** |
| | NET MONTHLY CASH FLOW: | \$ 14.68 |

** Parental support can be up to the full amount of expenses as the Debtor's mother is independently wealthy and will execute an affidavit of support.

EXHIBIT D

**Most Recently Filed Monthly Operating Report
for Rick Khomal Benisasia & Prabhjot Kaur Benisasia**

EXHIBIT E

Rick Khomal Benisasia's Bio & Prabhjot Kaur Benisasia's Resume

RICK BENISASIA

Rick Benisasia graduated from Ontario Secondary School in 1984 and attended George Brown College where he studied real estate and graduated in 1986.

Upon completing his courses, he immediately started working with his mother, learning much about business and real estate. His mother owned and operated Ontario Housing. He worked side by side with his mom purchasing distressed homes and selling them after repairing them.

After three years of collaborating with his mother, in 1989, Rick Benisasia, started working for Lakeshore Marina and Club. He held a position as Dock Master and also assisted Marina Manager. Duties included – Provided information and assistance to boat owners, ensure docks were clean and maintained at all times, collect any outstanding monthly fees, regulate traffic along waterway, direct all boat owners in docking the boats, assist in moving the boats from one dock to another, maintain pool and laundry room for the boat owners, and ensure all trash was picked up and property was kept according to the health and safety regulations.

In 1992, Rick Benisasia left the marina world and established his own enterprise, a transportation company called ABA Rick Moving and Storage Ltd. His duties included going on household and business moves, answering phones, taking down all customer information and scheduling. He also maintained his two trucks. His business was successful and opened another moving and storage company Move Master Ltd in 1996.

These two moving companies ceased business in 2002 when Rick Benisasia started working with Prabhjot Benisasia, his wife at Benisasia Funeral Home. At Benisasia Funeral Home, he handled various duties such as assisting with funeral ceremonies and services, marketing and public relations by visiting various religious temples and churches, and maintenance and repairs of the property.

Prabhjot Benisasia

123 South Ocean Avenue ❖ Palm Beach, FL ❖ 33404

Relevant Skills And Experience

**Owner and General Manager
Seaspray Resort Ltd.**

From 2012 - Current

Duties and Responsibilities as Owner:

- ❖ Prepare budgets
- ❖ Approve all Company expenses
- ❖ Review monthly sales and expenses with the accounting clerk
- ❖ Oversee all accounting entries and reconcile monthly bank statements
- ❖ Approve and oversee all major renovations to the property
- ❖ Handle all marketing and promotions of the Company

Duties and Responsibilities as a General Manager:

From 2014 - Current

- ❖ Handle day to day operations of the hotel
- ❖ Staff Scheduling, recruit staff and conduct staff meetings
- ❖ Handle customer complaints and concerns
- ❖ Approve and finalize Payroll
- ❖ Direct and oversee Front Desk, Bar and Housekeeping operations
- ❖ Resolve any computer related issues
- ❖ Order merchandise for Housekeeping and Bar
- ❖ Ensure security and safety of the property, staff and guest
- ❖ Ensure compliance with Licensing Laws, Health and Safety and other government regulations

**Owner, Funeral Director and Bookkeeper
Benisasia Funeral Home Inc.**

From 2002 - 2014

Duties and Responsibilities as a Funeral Director:

- ❖ Met with families during their time of loss
- ❖ Planed, scheduled and coordinated funeral, burials and cremations with families and cemeteries
- ❖ Entered Funeral Files and prepared registrations of death with the municipality
- ❖ Typed cremation applications and records for cemeteries for all families using Microsoft
- ❖ Assisted in placing deceased in casket and set up in visitation room with floral displays
- ❖ Assisted in receiving and ushering family members and their guest to the right chapels
- ❖ Attended services at the place of interment or cremation
- ❖ Audited funeral files and documents prepared by other directors for accuracy

Duties and Responsibilities as an Office Manager and Bookkeeper:

- ❖ Updated Employee Manuals and Policy Manuals and ensured staff adhered to all policies
- ❖ Oversaw the staff performance and prepared staff schedule and ordered supplies
- ❖ Oversaw services provided to the grieving families and record keeping
- ❖ Prepared weekly payroll and cheques for signatures
- ❖ Entered receivables and payables, reconciled bank statements and accounts in Simply Accounting and prepared bank deposits

**General Manager and Bookkeeper
Move Master Ltd.**

From 1997 - 2002

- ❖ Provided excellent customer service to clients, with fast and friendly service over the phone
- ❖ Arranged and scheduled all moving and storage needs for clients
- ❖ Prepared staff schedule and truck dispatch schedule for next day

- ❖ Typed daily contracts and driving routes for drivers
- ❖ Prepared weekly payroll and checks for signatures
- ❖ Typed all List of Contents stored by the clients in the storage units
- ❖ Handled all office duties such as typing, filing, faxing and photocopying
- ❖ Typed collection and reminder letters to clients in storage regarding any delinquent accounts
- ❖ Entered receivables and payables and reconciled monthly bank statements in Simply Accounting

**Office Manager and Bookkeeper
Brampton Mortgage Services**

From 1996-1997

- ❖ Arranged and scheduled client meetings with brokers
- ❖ Answered all basic client enquiries over the phone
- ❖ Collected all primary information from the clients for the brokers
- ❖ Ordered credit reports
- ❖ Contacted various banks and set up appointments for the brokers
- ❖ Typed and printed mortgage contracts
- ❖ Entered client information and portfolios in Company Database
- ❖ Prepared monthly sales statements for the brokers
- ❖ Handled all office duties such as typing, filing, faxing and photocopying
- ❖ Entered receivables and payables in Accounting Software

Education

| | | |
|--|--|------|
| Funeral Service Education | Humber Institute of Technology, Etobicoke | 2002 |
| Business & Accounting Diploma | Sheridan College, Brampton | 1998 |
| Computer Programming Diploma | Sheridan College, Brampton | 1996 |
| Ontario Secondary School Diploma | T.L. Kennedy Secondary School, Mississauga | 1994 |