

UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF FLORIDA  
Miami Division  
[www.flsb.uscourts.gov](http://www.flsb.uscourts.gov)

In re: Case No. 16-13973-BKC-AJC  
FIRST ONE HUNDRED LLC, Chapter 11  
Debtor.

**DISCLOSURE STATEMENT IN SUPPORT OF PLAN OF  
REORGANIZATION OF FIRST ONE HUNDRED LLC**

**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.**

Submitted on August 1, 2016 by:

**LEIDERMAN SHELOMITH ALEXANDER  
+ SOMODEVILLA, PLLC  
2699 Stirling Road, Suite C401  
Fort Lauderdale, Florida 33312  
Tel. 954.920.5355 Fax. 954.920.5371  
Zach B. Shelomith - Fla. Bar No. 0122548  
[zbs@lsaslaw.com](mailto:zbs@lsaslaw.com)  
Ido J. Alexander – Fla. Bar No. 51892  
[ija@lsaslaw.com](mailto:ija@lsaslaw.com)  
*Attorneys for the Debtor***

## I. INTRODUCTION

This is the Disclosure Statement (the “Disclosure Statement”) in the Chapter 11 case of First One Hundred LLC (the “Debtor”), which is the Plan Proponent. This Disclosure Statement contains information about the Debtor and describes the Chapter 11 Plan of Reorganization (the “Plan”) filed by the Debtor on August 1, 2016. A full copy of the Plan is being filed contemporaneously herewith [ECF No. 64]. ***Your rights may be affected. You should read the Plan and this Disclosure Statement carefully and discuss them with your attorney. If you do not have an attorney, you may wish to consult one.***

The proposed distributions under the Plan are discussed below. Pursuant to this Plan, the Debtor’s real properties described below will be sold and secured and unsecured creditors will receive a distribution of 100% of their allowed claim(s).

### A. Purpose of This Document

This Disclosure Statement describes:

- The Debtor and significant events during the bankruptcy case;
- How the Plan proposes to treat claims of the type you hold (*i.e.*, what you will receive on your claim if the plan is confirmed);
- Who can vote on or object to the Plan;
- What factors the Bankruptcy Court (the “Court”) will consider when deciding whether to confirm the Plan;
- Why the Debtor believes the Plan is feasible, and how the treatment of your claim under the Plan compares to what you would receive on your claim in liquidation; and
- The effect of confirmation of the Plan.

Be sure to read the Plan as well as the Disclosure Statement. This Disclosure Statement describes the Plan, but it is the Plan itself that will, if confirmed, establish your rights.

### B. Deadlines for Voting and Objecting; Date of Plan Confirmation Hearing

The Court has not yet confirmed the Plan described in this Disclosure Statement. This section describes the procedures pursuant to which the Plan will or will not be confirmed.

#### 1. *Deadline for Voting to Accept or Reject the Plan*

If you are entitled to vote to accept or reject the Plan, vote on the enclosed ballot and return the ballot in the enclosed envelope to the Clerk of Court, United States Bankruptcy Court, 301 North Miami Avenue, Room 150, Miami, FL 33128. See section IV.A. below for a discussion of voting eligibility requirements.

Your ballot must be received by \_\_\_\_\_ or it will not be counted. **(Please note: all blanks contained in this Disclosure Statement will be filled in upon approval of the Disclosure Statement, for the version to be mailed to all creditors and interested parties.)**

2. *Deadline for Objecting to the Confirmation of the Plan*

Objections to the confirmation of the Plan must be filed with the Court and served upon Zach B. Shelomith, Counsel for the Debtor, 2699 Stirling Rd # C401, Ft. Lauderdale, FL 33312 by \_\_\_\_\_.

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

If you want additional information about the Plan, you should contact Zach B. Shelomith, Counsel for the Debtor, 2699 Stirling Rd # C401, Ft. Lauderdale, FL 33312.

C. **Disclaimer**

***On \_\_\_\_\_, the Court approved this Disclosure Statement as containing adequate information to enable parties affected by the Plan to make an informed judgment about its terms. The Court has not yet determined whether the Plan meets the legal requirements for confirmation, and the fact that the Court has approved this Disclosure Statement does not constitute an endorsement of the Plan by the Court, or a recommendation that it be accepted.***

II. **BACKGROUND**

A. **Events Leading to Chapter 11 Filing and Summary of the Plan**

The Debtor is a Florida limited liability company with a mailing address of 975 North Miami Beach Blvd # 234, North Miami Beach, FL 33162. The Debtor's managing member is DYC Group LLC. The managing member of DYC Group LLC is Gideon Gratsiani ("Gratsiani").

The Debtor owns the following real properties, located in Orlando, Florida (collectively, the "Real Properties"):

- a. Apartment Building located at 2016 Orange Center Blvd, Orlando, FL 32805 (the "Savoy Apartments")  
APN: 34-22-29-1036-02070  
Legal Description: BUNCHE MANOR U/32 LOT 7 BLK B
- b. Apartment Building located at 2026 Orange Center Blvd, Orlando, FL 32805  
APN: 34-22-29-1036-02040  
Legal Description: BUNCHE MANOR U/32 LOTS 4 5 & 6 BLK B
- c. Apartment Building located at 2040 Orange Center Blvd, Orlando, FL 32805  
APN: 34-22-29-1036-02010  
Legal Description: BUNCHE MANOR U/32 LOTS 1 2 & 3 BLK B
- d. Apartment Building located at 2100 Orange Center Blvd, Orlando, FL 32805  
APN: 34-22-29-1036-01060  
Legal Description: BUNCHE MANOR U/32 LOTS 6 THROUGH 10 BLK A
- e. Apartment Building located at 2126 Orange Center Blvd, Orlando, FL 32805  
APN: 34-22-29-1036-01010

Legal Description: BUNCHE MANOR U/32 LOTS 1 THROUGH 5 BLK A

- f. Apartment Building located at 800 S Tampa Ave, Orlando, FL 32805  
APN: 34-22-29-1036-02080  
Legal Description: BUNCHE MANOR U/32 LOTS 8 THROUGH 14 BLK B  
(LESS RD R/W)

According to the Orange County, Florida property appraiser, the market value of all of the Debtor's Real Properties totals \$864,042.00. However, the Debtor believes that the actual market value of the Real Properties is significantly higher.

The Debtor acquired the Real Properties on or around July 1, 2013, pursuant to a Quit Claim Deed from PDQ Coolidge Formad LLC ("PDQ Coolidge"), which was recorded on July 2, 2013 in Official Records Book 10594, Page 1705, in the public records of Orange County, Florida. The circumstances surrounding PDQ Coolidge's acquisition of the Real Properties is the subject of dispute. Furthermore, on or around October 23, 2013, a Final Deficiency Judgment was entered against PDQ Coolidge, relating to foreclosure actions for properties unrelated to the Real Properties. The successor-in-interest to the Final Deficiency Judgment, Me Too America Florida Corp. ("Me Too America"), has claimed that judgment lien(s) resulting from the Final Deficiency Judgment (recorded on November 4, 2013) have attached to the Real Properties, even though the Final Deficiency Judgment was obtained after the Real Properties were transferred to the Debtor. The Debtor disputes such claim(s). Upon information and belief, the principal(s) involved in Me Too America are the same principal(s) involved in PDQ Coolidge.

Litigation ensued between Me Too America and the Debtor in the Orange County, Florida Circuit Court, Case No. 15-010345-CA-O (the "Circuit Court Action"). The Debtor filed a Motion to Dismiss the Circuit Court Action on December 18, 2015, and upon information and belief, the Motion to Dismiss was not adjudicated as of the date of the filing of the instant bankruptcy proceeding. The Circuit Court Action was stayed as of the bankruptcy filing.

In the meantime, there existed (and exists) numerous other secured claims against the Real Properties, which are in a superior lien position to that alleged by Me Too America. There are real estate tax claims against the Real Properties totaling approximately \$207,490.41. There is a first mortgage against the Savoy Apartments, in favor of the City of Orlando, Florida, pursuant to a HOME Program Agreement, in the amount of \$300,000.00. There is a second mortgage against the Savoy Apartments (which is a first mortgage against the remaining Real Properties), in favor of Aaronson Schantz Beiley P.A., in the amount of \$335,485.30. There are relatively nominal claims in favor of the Florida Department of Revenue. Finally and most notably, there are substantial alleged Special Assessment Liens and Code Enforcement Liens in favor of the City of Orlando, Florida, against the Real Properties, in the amount of \$3,007,929.87. The Debtor disputes the validity and extent of the Special Assessment Liens and Code Enforcement Liens and plans on either objecting to same, and/or negotiating potential remediation with the City of Orlando, Florida.

The timing of the bankruptcy filing was precipitated mainly by real estate tax sales, which were scheduled within a short period of time after the date of this bankruptcy filing. This bankruptcy proceeding was filed not only to preserve the Real Properties from a tax sale(s), but to preserve the value of the Real Properties for the benefit of the Debtor's creditors and equity security holders. The Debtor believes that the Real Properties can be sold for an amount that would pay all allowed claimants in full.

As such, pursuant to the Plan, the Debtor will be selling the Real Properties and moving in an expeditious fashion to accomplish same. To allow for a six (6) month period of time to complete a sale of the Real Properties (without prejudice to requesting further extensions from the Court for cause), the Debtor proposes that the Real Properties be sold by March 31, 2017.

**B. Projected Recovery of Avoidable Transfers**

The Debtor conducted an analysis of all transfers made by it in the four (4) years preceding the Petition Date. After analysis, the Debtor does not believe that any preference, fraudulent conveyance, or other avoidance actions exist.

**C. Claims Objections**

Except to the extent that a claim is already allowed pursuant to a final non-appealable order, the Debtor reserves the right to object to claims. Therefore, even if your claim is allowed for voting purposes, you may not be entitled to a distribution if an objection to your claim is later upheld. The procedures for resolving disputed claims are set forth in Article IV of the Plan.

**D. Current and Historical Financial Conditions**

The identity and fair market value of the Debtor's assets are listed in the Debtor's Initial Schedules [ECF No. 21], which may be amended upon the discovery of additional information. In particular, the valuation of the Real Properties was performed by reviewing the Orange County, Florida Property Appraiser's website. The Debtor believes that that Real Properties have a value in excess of such valuation, and will amend its Initial Schedules or provide such additional information to creditors upon the discovery of additional information.

**III. SUMMARY OF THE PLAN OF REORGANIZATION AND TREATMENT OF CLAIMS AND EQUITY INTERESTS**

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

As required by the Code, the Plan places claims and equity interests in various classes and describes the treatment each class will receive. The Plan also states whether each class of claims or equity interests is impaired or unimpaired. If the Plan is confirmed, your recovery will be limited to the amount provided by the Plan.

**B. Unclassified Claims**

Certain types of claims are automatically entitled to specific treatment under the Code. They are not considered impaired, and holders of such claims do not vote on the Plan. They may, however, object if, in their view, their treatment under the Plan does not comply with that required by the Code. As such, the Debtor has *not* placed the following claims in any class:

## 1. *Administrative Expenses*

Administrative expenses are costs or expenses of administering the Debtor's Chapter 11 case which are allowed under 11 U.S.C. § 507(a)(2). Administrative expenses also include the value of any goods sold to the Debtor in the ordinary course of business and received within 20 days before the date of the bankruptcy petition, if any. The Code requires that all administrative expenses be paid on the Effective Date of the Plan, unless a particular claimant agrees to a different treatment. The Debtor requests that the Court set an administrative claims bar date of fifteen (15) days after the date of confirmation of the Plan.

The following chart lists the Debtor's estimated administrative expenses and their proposed treatment under the Plan:

<u>Type</u>	<u>Estimated Amount Owed</u>	<u>Proposed Treatment</u>
Expenses Arising in the Ordinary Course of Business After the Petition Date	Unknown	Paid in full on the Effective Date of the Plan, or according to terms of obligation, if later. The Debtor has been paying post-petition expenses in the normal course, and does not believe that any amounts are due and owing.
The Value of Goods Received in the Ordinary Course of Business Within 20 Days Before the Petition Date	\$0.00	N/A
Professional Fees, as approved by the Court.	Est. \$50,000.00	Paid in full on the Effective Date of the Plan, or according to separate agreement, or according to court order if such fees have not been approved by the Court on the Effective Date of the Plan.
Clerk's Office Fees	\$0.00	N/A
Other administrative expenses	\$0.00	N/A
Office of the U.S. Trustee Fees	Unknown	Paid in full on the Effective Date of the Plan.
<b>TOTAL</b>	<b>Est. \$50,000.00</b>	

## 2. *Priority Tax Claims*

Priority tax claims are unsecured income, employment, and other taxes described by 11 U.S.C. § 507(a)(8). Unless the holder of such an 11 U.S.C. § 507(a)(8) priority tax claim agrees otherwise, it must receive the present value of such claim, in regular installments paid over a period not exceeding 5 years from the order of relief. The Debtor does not believe that any § 507(a)(8) priority tax claims exist, except secured ad valorem priority tax claims under 11 U.S.C. § 507(a)(8)(B), which are treated as set forth in the Plan, described below.

### 3. *United States Trustee Fees*

All fees required to be paid by 28 U.S.C. §1930(a)(6) (U.S. Trustee Fees) will accrue and be timely paid until the case is closed, dismissed, or converted to another chapter of the Code. Specifically, the Debtor will pay the U.S. Trustee the appropriate sum required pursuant to 28 U.S.C. § 1930(a)(6), through the date of confirmation of the Plan, within fourteen (14) business days of the entry of an order confirming the Plan. Furthermore, the Debtor (as reorganized) will file with the Court post-confirmation Quarterly Operating Reports and pay the U.S. Trustee the appropriate sum required pursuant to 28 U.S.C. § 1930(a)(6) for post-confirmation periods within the time period set forth in 28 U.S.C. § 1930(a)(6), based upon all post-confirmation disbursements, 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 U.S. Bankruptcy Code.

### C. **Classes of Claims and Equity Interests**

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

#### 1. *Classes of Secured Claims*

Allowed Secured Claims are claims secured by property of the Debtor's bankruptcy estate (or that are subject to setoff) to the extent allowed as secured claims under 11 U.S.C. § 506. If the value of the collateral or setoffs securing the creditor's claim is less than the amount of the creditor's allowed claim, the deficiency will be classified as a general unsecured claim.

The following chart lists all classes containing Debtor's secured prepetition claims and their proposed treatment under the Plan:

<b>Class</b>	<b>Impairment</b>	<b>Treatment</b>
Class 1 – Secured Real Estate Tax/Tax Certificate Claims Against Real Properties (Claim # 1, 2, 3, 4, 9, 10, 11, 12 and scheduled claims)  <b>Total secured claim amounts: \$207,490.41 (plus interest)</b>	Unimpaired	Class 1, consisting of all Secured Real Estate Tax/Tax Certificate Claims Against Real Properties, is unimpaired by this Plan. The claims included within this class are secured by the Real Properties, and include claims by the Orange County Tax Collector and holders of various tax certificates.  Class 1 creditors will be paid in full, plus statutory interest, at the closing of the sale of the Real Properties, which the Debtor expects to take place prior to March 31, 2017. Class 1 claimants will retain their lien(s) on the Real Properties until such payment is made.
Class 2 – Secured Claim of the City of Orlando, Florida (first mortgage on Savoy Apartments) (Claim # 6 and 7)  <b>Total secured claim amount: \$300,000.00</b>	Unimpaired	Class 2, the Secured Claim of the City of Orlando, Florida (the "City of Orlando") (first mortgage on Savoy Apartments), is unimpaired by this Plan. This claim is secured only by the Savoy Apartments, pursuant to a Mortgage and Security Agreement recorded in Official Record Book 9957, Page 7812 in the public records of Orange County, Florida and pursuant to a HOME Program Agreement.  Upon the closing of the sale of the Real Properties, the City of

<b>(Class 2 claim only)</b>		<p>Orlando's Class 2 Claim will either: (a) be paid in full, plus interest, at the closing of the sale of the Real Properties; or (b) continue to attach to the Savoy Apartments, meaning that the sale of the Real Properties will be free and clear of any and all liens, claims and encumbrances, except for the City of Orlando's Class 2 Claim. In that instance, any and all terms and conditions of the Mortgage and Security Agreement, as amended, the underlying Promissory Note, as well as the HOME Program Agreement will remain in full force and effect, and assigned to the purchaser(s) of the Real Properties, including the provision in the Promissory Note that provides for the cancelation of this obligation, upon the satisfaction of certain terms and conditions.</p> <p>The Debtor will notify the City of Orlando as to the disposition of this claim on or before the Court's approval of the sale of the Real Properties, pursuant to 11 U.S.C. § 363. The Debtor expects the sale of the Real Properties to take place prior to March 31, 2017.</p> <p>Until such time as the Real Properties are sold, the Debtor shall remain in full compliance of any and all terms of the Mortgage and Security Agreement, the HOME Program Agreement and any other agreements relating thereto. The Debtor shall remain responsible for any and all real estate taxes that hereinafter come due, as well as insurance on the Real Properties, until such time as the Real Properties are sold.</p>
<p>Class 3 – Secured Claim of Aaronson Schantz Beiley P.A. (mortgage on Real Properties) (Claim # 8)</p> <p><b>Total secured claim amount: \$335,485.30</b></p>	Unimpaired	<p>Class 3, the Secured Claim of Aaronson Schantz Beiley P.A. ("ASB") (mortgage on Real Properties), is unimpaired by this Plan. This claim is a second mortgage on the Savory Apartments and a first mortgage as to all other Real Properties owned by the Debtor, as recorded in Official Record Book 10583, Page 1384 in the public records of Orange County, Florida.</p> <p>This claim will be paid in full, plus interest (or upon such other terms as agreed to by both the Debtor and the Claimant), at the closing of the sale of the Real Properties, which the Debtor expects to take place prior to March 31, 2017. The Claimant will retain its lien on the Real Properties until such payment is made.</p>
<p>Class 4 – Secured/ Priority Claim of the Florida Department of Revenue (Notice of Tax Lien)</p> <p><b>Total secured/priority claim amount: \$2,736.15</b></p>	Unimpaired	<p>Class 4, the Secured/Priority Claim of the Florida Department of Revenue, in the amount of \$2,736.15 (Notice of Tax Lien – Unemployment Tax), is unimpaired by this Plan. This claim is secured against the Real Properties, and was recorded in Official Records Book 10330, Page 7909 in the public records of Orange County, Florida. The Florida Department of Revenue will be paid in full (the full amount of its allowed secured/priority claim), plus statutory interest, at the closing of the sale of the Real Properties, which the Debtor expects to take place prior to March 31, 2017.</p>
Class 5 – Secured Claim of the City of	Unimpaired	Class 5, the Secured Claim of the City of Orlando (various Special Assessment Liens and Code Enforcement Liens



<p>Orlando (various Special Assessment Liens and Code Enforcement Liens Against Real Properties) (Claim # 6 and 7)</p> <p><b>Total secured claim amount: \$3,007,929.87 (Class 5 claim only)</b></p>		<p>Against Real Properties), is unimpaired by this Plan. This claim is secured against all of the Real Properties, as more particularly described in the City of Orlando’s Claim # 6 and 7, and is comprised of various Special Assessment Liens and Code Enforcement Liens, which were recorded in the public records of Orange County, Florida.</p> <p>The Debtor listed these Special Assessment Liens and Code Enforcement Liens as contingent, unliquidated and disputed, and reserves the right to object to same. The Debtor also reserves the right to apply for remediation of these Special Assessment Liens and Code Enforcement Liens.</p> <p>The allowed secured claim of the City of Orlando with respect to its Special Assessment Liens and Code Enforcement Liens, as adjudicated by the Bankruptcy Court or agreed to between the parties, will be paid in full at the closing of the sale of the Real Properties, which the Debtor expects to take place prior to March 31, 2017.</p>
<p>Class 7 – Disputed Secured Claims Against Real Properties (Claim # 14 and scheduled claims)</p> <p><b>Total filed disputed claims: \$10,612,293.79</b></p>	<p>Unimpaired</p>	<p>Class 7, the Disputed Secured Claims Against Real Properties, is unimpaired by this Plan. This class is comprised of the disputed secured claim asserted by Me Too America Florida Corp. (Claim # 14), OJEC Participants, LLC (scheduled claim) and any other alleged secured claims against the Real Properties.</p> <p>The Debtor will be filing objection(s) to these claims and/or adversary proceeding(s) to determine the validity, priority and extent of these disputed claims.</p> <p>Any allowed secured claims by holders of Class 7 Claims, as adjudicated by the Bankruptcy Court or agreed to between the parties, will be paid in full at the closing of the sale of the Real Properties, which the Debtor expects to take place prior to March 31, 2017.</p>

2. *Classes of Priority Unsecured Claims*

Certain priority claims that are referred to in 11 U.S.C. §§ 507(a)(1), (4), (5), (6) and (7) are required to be placed in classes. The Code requires that each holder of such a claim receive cash on the Effective Date of the Plan equal to the allowed amount of such claim. However, a class of holders of such claims may vote to accept different treatment.

The following chart lists all classes containing Debtor’s priority unsecured claims and their proposed treatment under the Plan:

Class	Impairment	Treatment
<p>Class 6 – Unsecured Priority Claim of the Florida Department of Revenue (Documentary Stamp Tax) (Claim # 5)</p>	<p>Unimpaired</p>	<p>Class 5, the Unsecured Priority Claim of the Florida Department of Revenue, in the amount of \$5,852.84 (Documentary Stamp Tax), is unimpaired by this Plan. The Florida Department of Revenue will be paid in full (the full amount of its allowed unsecured priority claim), plus statutory interest, at the closing of the sale of the Real Properties,</p>

<b>Total unsecured priority claim amount: \$5,852.84</b>		which the Debtor expects to take place prior to March 31, 2017.
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### 3. *Classes of General Unsecured Claims*

General unsecured claims are not secured by property of the estate and are not entitled to priority under 11 U.S.C. § 507(a). The following chart identifies the Plan's proposed treatment of Class 8 (General Unsecured Creditors), which contains general unsecured claims against the Debtor:

<b>Class</b>	<b>Impairment</b>	<b>Treatment</b>
Class 8 – General Unsecured Creditors (Claim # 13 and scheduled claims)  <b>Total filed general unsecured claims: \$800,000.00</b>  <b>Total scheduled general unsecured claims: \$135.00</b>	Unimpaired	Class 8 consists of all allowed unsecured general claims and is unimpaired by this Plan. This class is comprised of the disputed general unsecured claim asserted by PDQ Coolidge Formad, LLC. (Claim # 13), The Savage Law Group, P.A. (scheduled claim - undisputed) and any other alleged general unsecured claims against the Real Properties, which claims are disputed.  The Debtor will be filing an objection to the claim of PDQ Coolidge Formad, LLC., as no claim is owed to this claimant, and no documentation to support such claim was attached to the Proof of Claim. The Debtor reserves the right to object to any other general unsecured claims asserted against the Debtor.  Any allowed secured claims by holders of Class 8 Claims, as adjudicated by the Bankruptcy Court or agreed to between the parties, will be paid in full at the closing of the sale of the Real Properties, which the Debtor expects to take place prior to March 31, 2017.

As stated above, holders of allowed general unsecured claims will receive a distribution of 100%, which is equal to what holders of allowed general unsecured claims would receive in a hypothetical Chapter 7. Accordingly, creditors are receiving the same amount by virtue of this Plan, as they would if the Debtor's case was a Chapter 7 proceeding.

### 4. *Classes of Equity Interest Holders*

Equity interest holders are parties who hold an ownership interest (*i.e.*, equity interest) in the Debtor. The following chart sets forth the Plan's proposed treatment of the class of equity interest holders:

<b>Class</b>	<b>Impairment</b>	<b>Treatment</b>
Class 9 - Equity Interest(s) of the Debtor	Unimpaired	Class 9 consists of the allowed equity interests in the Debtor, which includes interests in any share of preferred stock, common stock, membership interest or other instrument evidencing ownership interest in the Debtor, whether or not transferable, and any option, warranty, right, contractual or otherwise, to acquire any such interest. Class 9 equity

		interest(s) of the Debtor shall retain any and all net proceeds from the closing of the sale of the Real Properties, after payment in full of allowed claims, including payment to the United States Trustee of its quarterly fees and payments to the Debtor's professionals.
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#### D. Means of Implementing the Plan

The means necessary for the execution of this Plan include the proceeds from the sale of the Real Properties. The Debtor may sell the Real Properties together or separately, using its business judgment, and upon Court approval. The Debtor will seek the approval of bid procedures, any sale, and other related matters through the appropriate motion(s) to be filed with the Court after the date of this Plan. The sale will be free and clear of any and all liens, claims, encumbrances and other interests, except as specifically set forth above.

To the extent that the Debtor wishes to prepay any amounts due under this Plan from third party sources, the Debtor reserves the right to do so without penalty and to seek the entry of a final decree closing this case.

The Debtor, as reorganized, will retain and will be re-vested in all property of the bankruptcy estate, excepting property which is to be sold or otherwise disposed of as provided herein, executory contracts which are rejected pursuant to this Plan and property transferred to Creditors of the Debtor pursuant to the expressed terms hereof. The retained property shall be used by the Debtor in the ordinary course of its business.

#### E. Risk Factors

The proposed Plan has the following risks:

- The Debtor's projection(s) as to the valuation of the Real Properties and the ability to pay allowed claimholders in full upon the sale of the Real Properties is speculative and based on information available at the time. There is no guarantee that the sale proceeds will be sufficient to pay all allowed claimholders in full.
- Failure to Satisfy Vote Requirement - the Debtor is seeking the affirmative vote of at least one impaired class of creditors, if one exists. If the Plan does not receive sufficient votes for confirmation pursuant to 11 U.S.C. § 1129(a), then the Plan cannot be confirmed.
- Natural hazards, including extreme weather conditions, such as hurricanes, which could cause severe damage to the Debtor's Real Properties.
- The Plan May Not Be Accepted or Confirmed – while the Debtor believes that the Plan is confirmable under the standards set forth in 11 U.S.C. § 1129, there is no assurance that the Bankruptcy Court will find the Plan to be confirmable. If the Plan is not confirmed, it is possible that an alternative plan can be negotiated and presented to the Bankruptcy Court for approval, but there is also no assurance that an alternative plan would be confirmed, that the case will not be converted to a Chapter 7 proceeding, or that any alternative plan of reorganization could or would be formulated on terms as favorable to the creditors and the Debtor as the terms of the Plan.

**F. Executory Contracts and Unexpired Leases**

The Debtor assumes the following executory contracts and/or unexpired leases effective upon the Effective Date of the Plan:

<b>Name of Lessee</b>	<b>Address</b>	<b>Date Lease Expires</b>
Ann Brown	2016 Orange Center Blvd # 3, Orlando, FL 32805	9/30/2016
Annie Mae Young	2016 Orange Center Blvd # 4, Orlando, FL 32805	9/30/2016
Floriatto Brown	2016 Orange Center Blvd # 6, Orlando, FL 32805	9/30/2016
Jannie Acheampong	2016 Orange Center Blvd # 2, Orlando, FL 32805	9/30/2016
Willie McCaster	2016 Orange Center Blvd # 1, Orlando, FL 32805	9/30/2016
Willie Sheppard and Margurita Sheppard	2016 Orange Center Blvd # 5, Orlando, FL 32805	9/30/2016

The Debtor will be conclusively deemed to have rejected all executory contracts and/or unexpired leases not expressly assumed above, or before the date of the order confirming the Plan, upon the Effective Date of the Plan. If you object to the rejection of your contract or lease, you must file and serve your objection to the Plan within the deadline for objecting to the confirmation of the Plan.

***The Deadline for Filing a Proof of Claim Based on a Claim Arising from the Rejection of a Lease or Contract will be set by the Court at the Confirmation Hearing.*** Any claim based on the rejection of a contract or lease will be barred if the proof of claim is not timely filed, unless the Court orders otherwise.

**G. Tax Consequences of Plan**

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

The Debtor may incur capital gains tax(es) associated with the sale of the Real Properties.

**IV. CONFIRMATION REQUIREMENTS AND PROCEDURES**

To be confirmable, the Plan must meet the requirements listed in 11 U.S.C. §§ 1129(a) or (b). These include the requirements that: the Plan must be proposed in good faith; at least one impaired class of claims must accept the plan, without counting votes of insiders; the Plan must distribute to each creditor and equity interest holder at least as much as the creditor or equity interest holder would receive in a Chapter 7 liquidation case, unless the creditor or equity interest holder votes to accept the Plan; and the Plan must be feasible. These requirements are not the only requirements listed in § 1129, and they are not the only requirements for confirmation.

**A. Who May Vote or Object**

Any party in interest may object to the confirmation of the Plan if the party believes that the requirements for confirmation are not met.

Many parties in interest, however, are not entitled to vote to accept or reject the Plan. A creditor has a right to vote for or against the Plan only if that creditor has a claim that is both (1) allowed or allowed for voting purposes and (2) impaired.

In this case, the Debtor believes no classes of creditors are impaired, as all allowed claims are expected to be paid in full. The Debtor believes that all classes of creditors are unimpaired and that holders of claims in each of these classes, therefore, do not have the right to vote to accept or reject the Plan, but do have the right to object to confirmation of the Plan.

1. *What Is an Allowed Claim?*

Only a creditor with an allowed claim has the right to vote on the Plan. Generally, a claim is allowed if either (1) the Debtor has scheduled the claim on the Debtor's schedules, unless the claim has been scheduled as disputed, contingent, or unliquidated; or (2) the creditor has filed a proof of claim, unless an objection has been filed to such proof of claim. When a claim is not allowed, the creditor holding the claim cannot vote unless the Court, after notice and hearing, either overrules the objection or allows the claim for voting purposes pursuant to Fed. R. Bankr. P. 3018(a).

***The deadline for filing a proof of claim in this case was July 25, 2016.***

2. *What Is an Impaired Claim?*

As noted above, the holder of an allowed claim has the right to vote only if it is in a class that is *impaired* under the Plan. As provided in 11 U.S.C. § 1124, a class is considered impaired if the Plan alters the legal, equitable, or contractual rights of the members of that class.

3. *Who is **Not** Entitled to Vote*

The holders of the following five types of claims are *not* entitled to vote:

- holders of claims that have been disallowed by an order of the Court;
- holders of other claims that are not "allowed claims" (as discussed above), unless they have been "allowed" for voting purposes.
- holders of claims in unimpaired classes;
- holders of claims entitled to priority pursuant to 11 U.S.C. §§ 507(a)(2), (a)(3) and (a)(8); and
- holders of claims in classes that do not receive or retain any value under the Plan;
- administrative expenses.

***Even If You Are Not Entitled to Vote on the Plan, You Have a Right to Object to the Confirmation of the Plan.***

#### 4. *Who Can Vote in More Than One Class*

A creditor whose claim has been allowed in part as a secured claim and in part as an unsecured claim, or who otherwise hold claims in multiple classes, is entitled to accept or reject a Plan in each capacity, and should cast one ballot for each claim.

##### **B. Votes Necessary to Confirm the Plan**

If impaired classes exist, the Court cannot confirm the Plan unless (1) at least one impaired class of creditors has accepted the Plan without counting the votes of any insiders within that class, and (2) all impaired classes have voted to accept the Plan, unless the Plan is eligible to be confirmed by “cram down” on non-accepting classes, as discussed later in this Disclosure Statement.

##### 1. *Votes Necessary for a Class to Accept the Plan*

A class of claims accepts the Plan if both of the following occur: (1) the holders of more than one-half (1/2) of the allowed claims in the class, who vote, cast their votes to accept the Plan, and (2) the holders of at least two-thirds (2/3) in dollar amount of the allowed claims in the class, who vote, cast their votes to accept the Plan.

##### 2. *Treatment of Nonaccepting Classes*

Even if one or more impaired classes reject the Plan, the Court may nonetheless confirm the Plan if the nonaccepting classes are treated in the manner prescribed by 11 U.S.C. § 1129(b). A plan that binds nonaccepting classes is commonly referred to as a “cram down” plan. The Code allows the Plan to bind nonaccepting classes of claims if it meets all the requirements for consensual confirmation except the voting requirements of 11 U.S.C. § 1129(a)(8), does not “discriminate unfairly” and is “fair and equitable” toward each impaired class that has not voted to accept the Plan.

***You should consult your own attorney if a “cramdown” confirmation will affect your claim, as the variations on this general rule are numerous and complex.***

##### **C. Liquidation Analysis**

To confirm the Plan, the Court must find that all creditors and equity interest holders who do not accept the Plan will receive at least as much under the Plan as such claim and equity interest holders would receive in a Chapter 7 liquidation.

Since the Debtor is selling its only asset(s) – the Real Properties – for the benefit of its creditors and equity security holders, creditors are receiving the same amount by virtue of the Plan, as they would if the Debtor’s case was a Chapter 7 proceeding.

##### **D. Feasibility**

The Court must find that confirmation of the Plan is not likely to be followed by the liquidation or the need for further financial reorganization of the Debtor unless such liquidation or reorganization is proposed in the Plan. The Debtor believes that the value of the Real Properties is of sufficient value, when given the anticipated amount of allowed secured and unsecured claims, that the Plan is feasible.

1. *Ability to Initially Fund Plan*

The Debtor believes that it will have enough cash on hand on the Effective Date of the Plan to pay all the claims and expenses that are entitled to be paid on that date.

2. *Ability to Make Future Plan Payments and Operate Without Further Reorganization*

The Debtor must also show that it will have enough cash over the life of the Plan to make the required Plan payments. Again, the Debtor believes that the value of the Real Properties is of sufficient value, when given the anticipated amount of allowed secured and unsecured claims, that the Debtor will be able to make all plan payments.

**V. EFFECT OF CONFIRMATION OF PLAN**

**A. DISCHARGE OF DEBTOR**

As of the Effective Date, except for the Debtor's express obligations respecting distributions herein and claims reserved by the Debtor to be pursued under this Plan, the Debtor and the Reorganized Debtor, and their respective present and former managing members, officers and directors parents, subsidiaries, predecessors, successors, employees, partners, principals, and their respective heirs, executors, administrators, successors, and assigns, are hereby released and discharged from any and all claims, causes of action, demands, liabilities, losses, damages, whether known or unknown, under federal, state or other law, that arose prior to the Effective Date in connection with any matter arising from or relating to the Debtor, excepts for any acts or omissions resulting from fraud or gross negligence.

On the Effective Date of the Plan, the Debtor shall be discharged from all of its debts and obligations that occurred prior to confirmation, except for those debts and obligations preserved in this Plan or pursuant to separate Order of the Court.

Commencing on the Effective Date, all persons who hold or who have held a claim or interest in the Debtor shall be permanently enjoined from commencing or continuing any action, employment of process, or act to collect, offset, avoid or recover any Claim against the Debtor, except as otherwise provided under the Plan.

**B. Modification of Plan**

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

**C. Final Decree**

Once the estate has been fully administered, as provided in Fed. R. Bankr. P. 3022, the Debtor, or such other party as the Court shall designate in the Plan Confirmation Order, shall file a motion with the Court to obtain a final decree to close the case. Alternatively, the Court may enter such a final decree on its own motion.

## VI. OTHER PLAN PROVISIONS

A. **Reservation of Rights Under 11 U.S.C. § 1129(b).** The Debtor expressly reserves the right, pursuant to 11 U.S.C. § 1129(b), to request the Court to confirm the Plan if all of the applicable requirements of 11 U.S.C. § 1129(b) have been met, other than those of 11 U.S.C. § 1129(a)(8).

B. **Disbursing Agent.** All distributions hereunder shall be made by the Debtor, or such other individual or entity designated by the Debtor at the Confirmation Hearing, as Disbursing Agent, on or after the Effective Date or as otherwise provided herein. A Disbursing Agent shall not be required to give any bond, surety or other security for the performance of his/her/its duties unless otherwise ordered by the Bankruptcy Court, and, in the event that a Disbursing Agent is so ordered, all costs and expenses of procuring any such bond or surety shall be borne by the Debtor.

C. **Post-Petition Interest on Claims.** Except as required by applicable bankruptcy law, post-petition interest will not accrue on or after the Effective Date on account of any Claim.

D. **Default of Plan.** The Plan provides for specific default provisions. Please carefully read ¶ 3.02 of the Plan for more information regarding the consequences of the Debtor's default of any Plan provision(s).

E. **Delivery of Distributions and Undeliverable Distributions.** Subject to Fed. R. Bankr. P. 9010, all distributions to any holder of an Allowed Claim shall be made at the address of such holder as set forth on the Schedules filed with the Bankruptcy Court, or on the books and records of the Debtor or its agents, or in a letter of transmittal, unless the Debtor has been notified in writing of a change of address, including, without limitation, by the filing of a Proof of Claim by such holder that contains an address for such holder different from the address reflected on such Schedules for such holder. In the event that any distribution to any holder is returned as undeliverable, or in the event that any holder affirmatively indicates that it refuses such payment(s), no further distributions to such holder shall be made unless and until the Debtor is notified of such holder's then-current address, at which time all missed distributions shall be made to such holder, without interest. All demands for undeliverable distributions shall be made on or before ninety (90) days after the date such undeliverable distribution was initially made. Thereafter, the amount represented by such undeliverable distribution shall be donated by the Debtor to the Bankruptcy Bar Foundation of the Southern District of Florida, Inc., a legal non-profit organization that funds the pro bono activities of the Bankruptcy Bar Association for the Southern District of Florida. At such time, any Claim in respect of such undeliverable distribution shall be discharged and forever barred from assertion against the Debtor and its property.

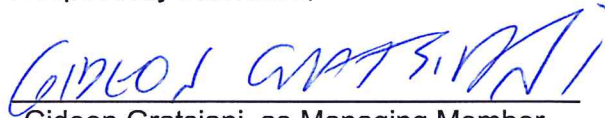
F. **Time Bar to Cash Payments.** Checks issued by the Debtor in respect of Allowed Claims shall be null and void if not negotiated within one hundred and eighty (180) days after the date of issuance thereof. Requests for re-issuance of any check shall be made to the Debtor by the holder of the Allowed Claim to whom such check originally was issued. Any Claim in respect of such a voided check shall be made on or before thirty (30) days after the expiration of the one hundred and eighty (180) day period following the date of issuance of such check. Thereafter, the amount represented by such voided check shall be donated by the Debtor to the Bankruptcy Bar Foundation of the Southern District of Florida, Inc., a legal non-profit organization that funds the pro bono activities of the Bankruptcy Bar Association for the Southern District of Florida. At such time, any Claim in respect of such voided check shall be discharged and forever barred.



The Debtor believes that Confirmation of the Plan is in the best interests of the creditors and the Estate because confirmation of the Plan will enable Claimholders to receive higher distributions under the Plan than they would in the event the case were converted to Chapter 7. Therefore, the Debtor urges all holders of impaired claims to cast a ballot voting in favor of the Plan on or before \_\_\_\_\_.

**Dated: August 1, 2016**

Respectfully submitted,



Gideon Gratsiani, as Managing Member  
of NYC Group LLC, Managing Member of  
First One Hundred LLC

By: /s/ Zach B. Shelomith  
ZACH B. SHELOMITH, ESQ.  
Attorney for the Debtor