

B25B (Official Form 25B) (12/08)

**United States Bankruptcy Court
Southern District of Florida
West Palm Beach**

In re HDRepair.com Corp.
Debtor(s)

Case No.: 16-17855-BKC-EPK
Chapter 11 Proceeding

Small Business Case under Chapter 11

**HDREPAIR.COM CORP.'S SECOND AMENDED
DISCLOSURE STATEMENT DATED OCTOBER 18, 2016**

Table of Contents

INTRODUCTION	2
BACKGROUND	3
SUMMARY OF THE PLAN OF REORGANIZATION AND TREATMENT OF CLAIMS AND EQUITY INTERESTS	10
CONFIRMATION REQUIREMENTS AND PROCEDURES	19
EFFECT OF CONFIRMATION OF PLAN	23
OTHER PROVISIONS	24

I. INTRODUCTION

This is the disclosure statement (the "Disclosure Statement") in the small business chapter 11 case of **HDRepair.com, Corp.** (the "Debtor"). This Disclosure Statement contains information about the Debtor and describes the First Amended **Chapter 11 Plan of Reorganization** (the "Plan") filed by **HDRepair.com, Corp.**, with the support of LOVJuice Franchising, LLC, as well as NWJ Gator Investments, LLC, on September 20, 2016. A full copy of the Plan is attached to this Disclosure Statement as **Exhibit A**. *Your rights may be affected. You should read the Plan and this Disclosure Statement carefully and discuss them with your attorney. If you do not have an attorney, you may wish to consult one.*

The proposed distributions under the Plan are discussed at pages 9-16 of this Disclosure Statement. General unsecured creditors are classified in Class VII and will receive a distribution of 20.0% of their allowed claims, to be distributed pursuant to the terms described below.

A. Purpose of This Document

This Disclosure Statement describes:

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

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

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

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

1. *Time and Place of the Hearing to Approve This Disclosure Statement and Confirm the Plan*

The hearing at which the Court will determine whether to approve this Disclosure Statement and confirm the Plan will take place on _____, 2016, at _____, in Courtroom _____, at the United States Bankruptcy Court for the Southern District of Florida, West Palm Beach Division, The Flagler Waterview Building, 1515 North Flagler Drive, Eighth Floor, West Palm Beach, FL 33401.

2. *Deadline for Voting to Accept or Reject the Plan*

If you are entitled to vote to accept or reject the plan, vote on the enclosed ballot and return the ballot in the enclosed envelope to the Clerk of the United States Bankruptcy Court for the Southern District of Florida, West Palm Beach Division, The Flagler Waterview Building, 1515 North Flagler Drive, Eighth Floor, West Palm Beach, FL 33401. See section IV.A. below for a discussion of voting eligibility requirements.

Your ballot must be received by _____ or it will not be counted.

3. *Deadline for Objecting to the Adequacy of Disclosure and Confirmation of the Plan*

Objections to this Disclosure Statement or to the confirmation of the Plan must be filed with the Court and served upon the Debtor, c/o Brett A. Elam, Esq., 105 S. Narcissus Avenue, Suite 802, West Palm Beach, FL 33401.

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

If you want additional information about the Plan, you should contact Brett A. Elam, Esq., 105 S. Narcissus Avenue, Suite 802, West Palm Beach, FL 33401.

C. Disclaimer

The Court has not 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 approves this Disclosure Statement does not constitute an endorsement of the Plan by the Court, or a recommendation that it be accepted.

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

The Debtor is a Florida corporation formed in 2008 by Clarissa Roxberry and Robert Roxberry (collectively, the "Roxberry's") as a marketing company to provide in-home repair services for the High Definition TV market. Since 2008 the Debtor operated as a marketer and provider of "in-home warranty" services to name brand manufacturers and marketers of electronic TV's, including the four (4) original equipment contract manufacturers (including, Foxconn, Wistron, Envision TPV and AmTRAN) of Vizio branded Electronic TV's (collectively, the "Customers") for all 50 states and Puerto Rico. The Customers, and specifically not Vizio, were the Company's primary customers. In addition, through its then wholly-owned subsidiary, Cableite, formerly known as HDRepair Services, LLC ("Cableite"), the Company was a marketer of consumer services, ie DirectTV, broadband, etc. and operated as an international distributor of broadband products.

The Debtor dealt directly with the Customers and utilized the services of its affiliate, Synergy Technical Solutions Corp. ("Synergy"), which maintained and operated a nationwide network of technicians, to service the end consumer purchasers of the Vizio branded products. According to the LCD TV Association, the estimated sales of the High Definition Market (HDTV), including 3D TV's, exceeded 50 million units in 2014. Vizio's estimated market share is in excess of 34%, which represents the first or second largest market share of HDTV's.

Synergy was founded by the Roxberry's in Virginia in 1995 as Specialty Computer and Systems, Inc. and registered as a foreign corporation in the State of Florida in 2002 and then subsequently, domesticated in the State of Florida in 2009. Synergy operated as an in-home warranty repair provider of computers and other related products. The Roxberry's developed and implemented proprietary systems and software allowing Synergy to manage the in-home service process quickly and efficiently. Synergy accumulated a national network of repair technicians (each individually, a "Technician" and collectively the "Technician Network") permitting it to dispatch a technician within 24 hours to virtually any household or business in the United States.

The Roxberry's, until on or about October 1, 2015, owned the Debtor and Synergy, itself a Chapter 7 Debtor, whose bankruptcy proceedings are pending in the United States Bankruptcy Court, Southern District, West Palm Beach Division, Case No. 16-11384-EPK. The Honorable Chief Judge Paul G. Hyman was originally appointed to preside over the Synergy bankruptcy, and Deborah C. Menotte was appointed as the Chapter 7 trustee. Additionally, the Roxberry's were required to file their own individual Chapter 11 bankruptcy in the Southern District of Florida Bankruptcy Court, Case No.: 16-12454-BKC-EPK, on the February 23, 2016. The Judge appointed to preside over the Roxberry bankruptcy was the Honorable Erik P. Kimball.

Synergy owned the Technician Network and each Technician worked directly with Synergy. Synergy did not allow any service call to be subcontracted by a Technician to a third level of technician, nor did Synergy utilize large third party service providers to locate technicians. The one-to-one relationship maintained by Synergy with its Technicians allowed for direct and constant communication, as well as constant and consistent procedural changes and fast and efficient turnaround time.

B25B (Official Form 25B) (12/08) - Cont.

Synergy's comprehensive repair network was comprised of more than 1,500 active technicians. The Technicians operated as independent contractors, subject to Synergy's established requirements and performance guidelines, including credentials and insurance. Synergy's quality control included monitoring the Technician Network with performance metrics to ensure compliance with its Customer's requirements.

HDR's and Synergy's model was unique in the industry as other in-home warranty companies typically utilized a third party provider to service their customers. In contrast to the 3rd party model used by others, HDR and Synergy were required to make a significant investment in infrastructure to meet the very specific monitoring and control criteria established by the Customers. Synergy, in order to provide the support needed by HDR, hired and trained professionals to work in a specific geographic area with exclusivity, in exchange for fixed pricing.

From its inception, the Company's primary source of revenue related to in-home warranty work for Vizio's products. Indeed, the Company was formed at the express request of Vizio and AmTran, one of the Customers. The Technicians were capable of repairing not only the in warranty Vizio products, but a wide variety of electronics currently in the home. In addition to servicing Vizio Products, the Company serviced products manufactured by Samsung, Sony, Sceptre, SunBriteTV, InFocus and other smaller manufactures of flat panel television products and sought to expand its services to additional manufacturers both small and medium.

HDR looked to the sale of other products and services as well as extended warranty's to generate additional revenue. Moreover, the Company was obligated to provide post-warranty service to owners of Vizio branded products, and these repairs were referred to HDR directly from Vizio, either over the phone or from their website (<http://www.Vizio.com/support/>). The Company invested heavily to develop a system to service these post-warranty referrals from Vizio, and prior to the termination of the service relationship with the Customers, HDR was generating an estimated \$500,000 in annual service revenue.

HDR maintained a significant inventory of component parts to ensure a quick repair for Vizio's products. Generally, HDR maintained the parts inventory and shipped the necessary part directly to the Technician. In certain other circumstances, the Customer, or another manufacturer, would ship the product directly to the Technician.

In the summer of 2015, Vizio publicly announced its intention to implement an Initial Public Offering (IPO). During the underwriting process, Vizio was required to rewrite their privacy policy to conform to industry standards and government regulations.

At around the same time, in June 2015, the Roxberry's met with Vizio management. While Vizio had absolutely no contract with HDR, Vizio had substantial control over its contract manufacturers, HDR's Customers. In this first ever face-to-face meeting with Vizio's North Dakota management team, there was no indication that HDR was in jeopardy of losing its relationship with Vizio's contract manufacturers. The Roxberry's advised Vizio's management team that HDR was formed expressly to service Vizio branded products and that HDR's existence revolved around the continued relationship with the manufactures of Vizio's products. The deterioration of the relationship with Vizio and its contract manufacturers accelerated in August 2015 when a customer called Vizio and related that HDR attempted to sell them a DirecTV subscription.

It was at this time that Vizio learned that HDR was selling into a database that Vizio was proclaiming to be proprietary. Specifically, Vizio realized that the Roxberry's, by and through a subsidiary of HDR, continued to provide its customer base with other 3rd party services direct to the consumer, including extended warranty solutions, installations services, DirecTV subscriptions, AT&T internet and phone service, Exede Internet and other Entertainment and Internet solutions (the "Consumer Services"), as has been HDR's custom while maintaining post-warranty relations with purchasers of Vizio branded products.

At this time, Vizio approached the Roxberry's and demanded that they refrain from selling Consumer Services into the database of customers to whom they had provided in-warranty service. The Roxberry's, in an effort to retain a significant revenue stream for HDR, asserted their position that HDR has as much right to sell into its existing customer base as any other service provider.

B25B (Official Form 25B) (12/08) - Cont.

5

It is unequivocal that the Roxberry's did not violate any of the provisions of their contractual obligations with the Customers. Moreover, the Roxberry's had no contract with Vizio, who irrespective of lacking privity with the Roxberry's and their companies, insisted that HDRRepair must stop working with anyone who has a Vizio product. The Roxberry's did not have the financial resources to fight this legal battle and in order to mitigate their losses, determined that their only option was to close their in-home warranty business.

In short, the Roxberry's declined to forfeit a significant piece of their business that was both a normal part of business and one of the primary reasons for a warranty service provider to work with a manufacturer. Vizio immediately became hostile to the Roxberry's and their companies. Vizio interfered with the contractual relations the Roxberry's had with the manufacturers of Vizio's branded products by forcing them to terminate their contracts with the Roxberry's company.

HDR has contracts with Vizio's contract manufacturers, i.e. the Customers, to provide in-home, in-warranty and out of warranty service. At all times prior to the summer of 2015, HDR had never been advised by its Customers that it could not sell additional services to the purchasers of the Vizio branded products that were the subject of the warranty work. In large measure, there is confusion over the ownership of this "consumer list" because it is Vizio's name on the product, but Vizio was not HDR's customer. While all of the other manufacturers market their own brand, Vizio's operations exclude manufacturing. And, it is important to note that Vizio did not take any measure to protect their customer list against additional services being sold to them and in fact, by and through the contract that HDR entered into with Vizio's contract manufacturers, HDR was obligated to provide post-warranty service as well. For this reason, Vizio did everything possible to force HDR out of business, including by interfering with the contractual relationships between HDR and its Customers.

The manufacturers provided for no transition and gave the Roxberry's only 2 weeks' notice of termination. Prior to September 14th, the Roxberry's were providing 2,000-5,000 onsite service requests per month to these manufacturers, which upon termination was reduced immediately to \$0. This loss of the in-home warranty business made it impossible to continue the operations of the company.

The Roxberry's attempted to continue other business activities to remain in business, but in November 2015 Vizio filed a lawsuit against not only the company and its affiliate, Synergy, but the Roxberry's, personally (the "Vizio Litigation"), which is pending in the United States District Court for the Central District of California, Case No. 8:15-cv-01894-AG-JCG. This lawsuit alleged trademark infringement stating that the Roxberry's could not sell into its existing business relationships with the customers the Roxberry's, through their companies, previously serviced. On information and belief, Vizio public offering or sale is at stake so that they are willing to spend any amount of money to permanently assure that the Roxberry's would not continue selling into this customer database.

In and around September 2015, prior to the filing of the instant bankruptcy, the Roxberry's turned to Losowe Capital, Inc. ("Losowe") and Louis Weltman ("Weltman") for assistance in resolving the business dispute with Vizio and the reorganization of the Debtor and certain of its affiliated entities. At this time, Losowe negotiated the sale of HDRRepair Services, LLC, ("HD LLC") to NWJ Gator Investments, LLC ("NWJ"). As the same time, Losowe itself became the owner of Synergy and Weltman was made president of Synergy. Moreover, Losowe arranged for a loan in the approximate amount of \$80,000.00 to the Debtor, which in turn, made a made a \$58,750.00 payment on behalf of Synergy to Wells Fargo Bank, NA.

On or about April 15, 2016 LOVJuice, Inc. retained Losowe pursuant to a Management Agreement ("Agreement") as LOVJuice's financial advisor for the general purpose of assisting LOVJuice in connection with its financial, management, organizational and operational restructuring. A true and correct copy of the Agreement has been filed with the Court and a hearing has been set on the Debtor's Motion to Approve the Agreement. Losowe identified LOVJuice as a business opportunity for the Debtor.

B25B (Official Form 25B) (12/08) - Cont.

Accordingly, on or about May 1, 2016, the Debtor became the surviving entity following three (3) mergers (each individually a "Merger" and collectively, the "Mergers"). Roxberry Enterprises, Inc. ("REI"), LOVJuice, Inc. ("LJI") and the Debtor's former subsidiary, Cableite, were merged into and with the Debtor. Prior to the Merger, RET was a Florida corporation formed in February 2005. Prior to the Merger, the president of REI was Robert J. Roxberry and the vice-president was Clarissa C. Roxberry. Moreover, LJI is a Florida corporation formed in June 2013. However, the CEO and president of LJI was Wendi Adams and the CFO and vice-president was Lawrence Adams. Finally, Cableite was a Florida limited liability company formed in April 2011. The managing member of Cableite was Losowe Capital, Inc. Following the Mergers, the Debtor owns all of the assets and has assumed all of the obligations of LOVJuice, REI and Cableite.

Presently, the Debtor operates two (2) businesses, as follows: the Cableite division is being reorganized to continue as an exporter and distributor of broadband products too international, primarily Latin American, South American and Caribbean operator of cable TV Systems and the LOVJuice division is being reorganized as an operator and franchisee of organic vegetable based juice bars.

The Debtor's operations are located generally in Florida and more specifically, as follows: (i) Vero Beach, Florida, (ii) Orlando, Florida and (iii) Boca Raton, Florida. The Proponent herein, LOVJuice Franchising, LLC (the "Proponent", or the "Franchisor") has also sold a franchise to an unrelated party in South Beach, Florida.

Presently, the Debtor owns its headquarters building located at 4199 N. Dixie Highway, Boca Raton, Florida and operating equipment and fixtures at its two retail locations in Vero Beach, Florida and Orlando, Florida.

B. Insiders of the Debtor

The Debtor's insiders are Robert Roxberry, Clarissa Roxberry, Jonathan Adams, and Wendi Adams. As the Chapter 11 Plan of Reorganization and Disclosure Statement are being filed within two (2) days of the Petition Date, the Insiders have not been paid any compensation post-petition. However, in the two years preceding the commencement of this case, the insiders received compensation as follows:

Robert Roxberry - **2014:** \$16,000.00; **2015:** \$13,500.00
Clarissa Roxberry - **2014:** \$51,000.00; **2015:** \$45,000.00

C. Management of the Debtor Before and During the Bankruptcy

During the two years prior to the date on which the bankruptcy petition was filed, the officers, directors, managers or other persons in control of the Debtor (collectively the "Managers") were Robert and Clarissa Roxberry. Prior to the Mergers, the 100% owners of the Debtor were the Roxberry's, who also were the former 100% owners of REI. Prior to Losowe obtaining its ownership interest in LOVJuice, Wendi Adams was the sole owner. NWJ Gator Investments, LLC. was the former sole owner of Cableite having purchased Cableite from the Debtor on October 1, 2015 for the sum of \$100.00.

The Managers of the Debtor during the Debtor's chapter 11 case will be the same as pre-petition. The Debtor has filed the Disclosure Statement and Chapter 11 Plan of Reorganization with the Petition, Schedules and Statement of Financial Affairs, but the same Managers shall continue to operate the Debtor post-petition.

After the effective date of the order confirming the Plan, the directors, officers, and voting trustees of the Debtor, any affiliate of the Debtor participating in a joint Plan with the Debtor, or successor of the Debtor under the Plan (collectively the "Post Confirmation Managers"), will be the same as pre-petition.

B25B (Official Form 25B) (12/08) - Cont.

D. Events Leading to Chapter 11 Filing

The Debtor operated as a marketer and provider of “in-home warranty” services to name brand manufacturers and marketers of electronic TV’s, including to the contact manufacturers of Vizio branded products, who were the Company’s primary customers and through its then wholly-owned subsidiary, Cableite, as a marketer of consumer services, ie DirectTV, broadband, etc. and as an international distributor of broadband products. However, an unanticipated change in the relationship with the Debtor’s primary customer resulted in an immediate cessation of the Debtor’s primary business and a precipitous drop in the Debtor’s income, creating an extraordinary cash flow problem for the Debtor that ultimately cascaded into other financial difficulties. It was these difficulties that caused the dissolution of the HDRepair business, the sale by the Roxberry’s of their interests in Synergy and ultimately, the Chapter 7 bankruptcy proceeding of Synergy as well as the need for the filing of this case. As a result of the actions taken against the Debtor by Vizio and the OEM manufacturers of the Vizio products, as well as other litigants who have filed spurious claims, which piggy-back the allegations made by Vizio, the Debtor is limited in its ability to proceed with its distribution business and to mount a sustained marketing effort for its LOVJuice Brand. Specifically, the Debtor is restricted on the use of its cash collateral and distracted by significant litigation.

Several complaints have been filed against the Company related to its previous business as a marketer and provider of “in-home” warranty services to major brand manufacturers, including Foxconn, Wistron, Envision TPV and AmTRAN, the four (4) primary contract manufacturers of Vizio branded Electronic TV’s. Vizio has successfully interfered with the Debtor’s contractual relationships with its Customers and caused the Debtor’s Customers to cease doing business with the Company based on false allegations, thereby depriving the Debtor of a continuing and significant source of revenues and profits.

Prior to the filing of this Chapter 11 Case, because the Debtor lacked the resources to defend itself against Vizio’s allegations, the Debtor had agreed to resolve the Vizio Litigation. The Debtor was unable to finalize the settlement because such settlement required the destruction of certain computer files in the possession of Synergy. On information and belief, the Plaintiff’s in the Vizio Litigation have been ordered to show cause at an August 15, 2016 Status conference to file a statement discussing the procedural history of the Vizio Litigation and proposing steps to bring the case to a conclusion or file the appropriate papers to bring the case to a conclusion, without which, the Vizio Litigation will be dismissed for lack of prosecution. In addition, the other litigation has no merit in the view of the Debtor nor has any plaintiff in connection therewith initiated an action in these bankruptcy proceedings. Regardless, while this Bankruptcy Case was filed following the commencement of one or more Complaints and the Synergy Chapter 7 Bankruptcy, the timing of the filing is directly as a result of such events and so that any further actions in connection therewith would be stayed. In an effort to reorganize the business for the benefit of all constituents, the Debtor commenced this Chapter 11 case.

E. Significant Events During the Bankruptcy Case

The Debtor has filed the Disclosure Statement and Chapter 11 Plan of Reorganization with the Petition, Schedules and Statement of Financial Affairs. Upon the filing of this bankruptcy, the Honorable Chief Judge Paul G. Hyman was appointed to preside over the bankruptcy. Notwithstanding, the Debtor filed an Ex-Parte Motion to Transfer Intra-Division (**DE#22**) requesting the case be transferred to the Honorable Judge Paul G. Hyman. On June 15, 2016, the case was transferred pursuant to the Court’s Ex-Parte Order Granting Ex-Parte Motion to Transfer Intra-Division (**DE#27**). After the filing of the instant case, the Synergy Trustee sought stay relief in the Roxberry Chapter 11 bankruptcy to pursue turnover of assets from the Roxberry’s. The actions being taken by the Synergy Trustee significantly impact assets of this Estate, therefore, significantly impacts this Debtor. In response to the Synergy Trustee’s actions, the Debtor filed an Objection to the Motion for Stay Relief filed in the Roxberry Chapter 11 bankruptcy. The Synergy Trustee’s Motion for Stay Relief was set to be heard by the Court on June 21, 2016. However, during the hearing on the Synergy Trustee’s Motion for Relief from the Automatic Stay, and the Objections filed thereto¹, filed in the Roxberry Chapter 11 bankruptcy, all three (3) cases were transferred to the Honorable Erik P. Kimball². The deadline to file a Proof of Claim in the Synergy Chapter 7 bankruptcy expired on June 6, 2016. On June 27, 2016, the Debtor filed a Proof of Claim, **Proof of Claim 58-1**, in the Synergy Chapter 7 bankruptcy. Based upon the timing of the filing of this case, and the deadline to file a Proof of Claim in the Synergy Chapter 7 bankruptcy having expired, the Debtor also filed a Motion to Allow Late Filed Claim in the Synergy Chapter 7 bankruptcy on June 27, 2016.

B25B (Official Form 25B) (12/08) - Cont.

8

As stated previously, the Debtor operated from four (4) locations. The Debtor had two (2) locations in Orlando, FL, one (1) office located in Vero Beach, FL, with its main office in Boca Raton, FL. The Debtor also had leases with three (3) separate landlords, FB Orlando Acquisition Group, LP (**DE#39**), The Realty Associates Fund IX, LTD (**DE#41**), and Vero Beach Shopping Center, LTD (**DE#43**). On June 21, 2016, the Debtor filed three (3) separate Motions to Reject Lease related to the three (3) separate locations, as well as a Motion to Assume Executory Contract with Losowe Capital, Inc. (**DE#37**). The Debtor owns one parcel of real property located at 4199 N. Dixie Highway, Boca Raton, FL 33431 ("Real Property"), which secured a debt with Wells Fargo Bank, NA. As the mortgage related to the Real Property was in default, Wells Fargo Bank, NA, filed its Motion for Stay Relief, or, in the alternative, Motion for Adequate Protection (**DE#96**) August 8, 2016. The Debtor has no objection to making adequate protection payments, and filed its Objection to same September 2, 2016.

All four (4) Motions were scheduled to be heard by the Court July 7, 2016. However, the case was reassigned to Judge Erik P. Kimball, and the hearings were continued until July 13, 2016. Prior to the hearing, on July 8, 2016, a Limited Objection (**DE#65**) was filed by FB Orlando Acquisition Company, LLC. Further, on July 10, 2016, a Partial Objection (**DE#67**) was filed by Vero Beach Shopping Center, LTD. At the hearing, the Debtor announced deals had been reached with each landlord. Based upon the agreements with the landlords, the Court granted all three (3) Motions related to the landlord. However, on August 17, 2016, the Debtor filed a Notice to Withdraw Motion Assume Executory Contract with Losowe Capital, Inc. (**DE#106**).

The Debtor utilized certain equipment in its everyday operation, which had been purchased with financing from Marlin Leasing Corporation and from Financial Pacific Leasing. Marlin Leasing Corporation ("Marlin") financed an X-1 juicer for the Debtor, and Financial Pacific Leasing ("Pacific") financed (2) One Fat Frog Two door Reach-in Freezer Model 8002 (Serial No's 1517947 and 1517949), (1) One Fat Frog Two Glass Door Refrigerator Model 8007 (Serial No 150520c4022), (1) One Fat Frog Two Door Reach-in Refrigerator Model 8005 (Serial No 150713c4001), (1) Amerikooler Self-contained Walk-in Cooler 6' X 8' (this item remains in the Debtor's former 55 Church Street, Orlando, Florida location), and (1) Amerikooler Self-contained Walk-in Freezer 6' X 8' (this item was sold the proceeds of which are not in the possession of the Debtor). On July 13, 2016, the Debtor filed a Motion to Value and Determine Secured Status of Lien on Personal Property (**DE#72**) related to the X-1 Juicer seeking to value the claim of Marlin at \$5,000.00. Additionally, the Debtor filed a Motion to Value and Determine Secured Status of Lien on Personal Property (**DE#74**) related to the items which secured the claim of Pacific seeking to value the claim of Pacific at \$6,545.00. No objections were filed to either valuation motion, and on August 11, 2016, the Court granted both motions.

Prior to the filing of the instant bankruptcy, the Debtor was involved in a lawsuit in the United States District Court for the Central District of California. The Debtor, as well as its shareholders Robert and Clarissa Roxberry along with Louis Weltman, were defendants in the action, and was being sued by Vizio, Inc. Moreover, a tentative settlement was reached between the parties, and an agreement had been signed. However, the settlement had not yet been approved by the District Court in California. On July 20, 2016, the plaintiff, Vizio, Inc., filed a Motion for Relief from Stay to Conclude the California Action (**DE#82**). The Debtor filed an Objection to the relief sought by Vizio, Inc., and a hearing is scheduled for September 7, 2016. Further, on July 27, 2016, the Debtor filed a Motion to Reject Executory Contract with Vizio, Inc. (**DE#85**). The hearing on the rejection of the settlement agreement was scheduled for August 17, 2016, but was continued until September 7, 2016, as well. At the September 7, 2016, hearing, the Debtor's Motion to Reject was continued based upon settlement discussions with Vizio, Inc. Currently, the parties are close to reaching a settlement, which would resolve all pending issues between the Debtor and Vizio, Inc.

The Debtor owns real property located at 4199 N. Dixie Highway, Unit 5, Boca Raton, FL 33431, which was the collateral for a debt to Wells Fargo Bank, NA. The debt to Wells Fargo Bank, NA, is in the amount of \$160,165.49. Moreover, prior to the filing of the instant Chapter 11 bankruptcy, the Debtor tendered a payment to Wells Fargo Bank, NA, in the amount of \$58,257.70, on behalf of Synergy Technical Solutions Corporation, who is also a Chapter 7 debtor. The Debtor has filed an adversary proceeding, Adv.Pro.No.: 16-01407-BKC-EPK-A, for the recovery of the payment to Wells Fargo Bank, NA. This adversary proceeding is currently pending.

Operationally, the Debtor has successfully collected more than 90% of the accounts receivable that was outstanding at the time of the commencement of this Chapter 11 Case.

B25B (Official Form 25B) (12/08) - Cont.

Franks Health and More, Plaintiff, had filed a complaint in the Circuit Court of the Fifteenth Judicial Circuit in and for Palm Beach County, Florida (the "State Court"), Case No. 50-2015-CA-013786-XXXX-MB and on May 6, 2016, an order was issued by the State Court Staying Action and Closing File. Accordingly, no further action shall be taken in this matter and the Plaintiff therein has taken no action in this Chapter 11 Case.

F. Projected Recovery of Avoidable Transfers

The Debtor has not yet completed its investigation with regard to prepetition transactions. If you received a payment or other transfer within 90 days of the bankruptcy, or other transfer avoidable under the Code, the Debtor may seek to avoid such transfer. At this time, the Debtor's investigation has identified two (2) fraudulent and/or preferential transfers and shall pursue such claims against (i) Synergy Technical Solutions Corp. and/or Wells Fargo Bank, NA. The Debtor's investigation is ongoing.

G. Claims Objections

Except to the extent that a claim is already allowed pursuant to a final non-appealable order, the Debtor reserves the right to object to claims. Therefore, even if your claim is allowed for voting purposes, you may not be entitled to a distribution if an objection to your claim is later upheld. The procedures for resolving disputed claims are set forth in Article V of the Plan. 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 the Debtor, other than claims of governmental units and Administrative Claims, is October 11, 2016 (the "General Bar Date").

The Debtor intends to review, analyze and resolve Claims on an ongoing basis as part of the claims reconciliation process. There appear to be significant disputed, unliquidated or contingent claims at this time and therefore a substantial number of claims scheduled or for which Proofs of Claim have not yet been filed are to be deemed disputed and ultimately Not Allowed claims. Accordingly, the actual ultimate aggregate amount of Allowed Claims may differ significantly from the amounts used for the purposes of Debtor's estimates and schedules. Further, 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. Currently, the Debtor intends to object to any Proof of Claim filed on behalf of the Synergy Chapter 7 Estate. To the extent any claim on behalf of the Synergy Chapter 7 Estate is not disallowed, it is not an impaired claim as it has been satisfied through the conveyance of assets.

H. Current and Historical Financial Conditions

This case is a small business case. Accordingly, the Debtor was required to file financial statements upon filing its petition, which were filed on June 3, 2016 (DE #8, 9, 10 and 11). The balance sheet of the Debtor is incorporated herein to identify the estate's assets and indicate their historical value for accounting and tax purposes. The unadjusted equity reflected on the Balance Sheet is (\$86,658.90). The Debtor asserts that this negative equity is not relevant to the feasibility of the Debtor's Plan for several reasons, including that the Debtor disputes several significant claims and the contributions of the Plan Proponent are not adequately reflected in the Balance Sheet. Accordingly, the Balance Sheet should not be relied upon to determine the feasibility of the Plan.

The fair market value of the estate's assets is listed in **Exhibit B**. The Debtor's values are based upon the liquidation value, unless otherwise indicated, of said assets.

The Debtor's most recent financial statements issued before bankruptcy, each of which was previously filed with the Court, are set forth in **Exhibit C**.

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

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

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

B. Unclassified Claims

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

1. *Administrative Expenses*

Administrative expenses are costs or expenses of administering the Debtor's chapter 11 case which are allowed under § 507(a)(2) of the Code. Administrative expenses also include the value of any goods sold to the Debtor in the ordinary course of business and received within 20 days before the date of the bankruptcy petition. The Code requires that all administrative expenses be paid on the effective date of the Plan, unless a particular claimant agrees to a different treatment.

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

<u>Type</u>	<u>Estimated Amount Owed</u>	<u>Proposed Treatment</u>
Expenses Arising in the Ordinary Course of Business After the Petition Date		Paid in full on the effective date of the Plan, or according to terms of obligation if later
The Value of Goods Received in the Ordinary Course of Business Within 20 Days Before the Petition Date		Paid in full on the effective date of the Plan, or according to terms of obligation if later
Professional Fees, as approved by the Court.	\$25,000.00 (Fees are an approximation)	Paid in full on the effective date of the Plan, or according to separate written 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		Paid in full on the effective date of the Plan
Other administrative expenses		Paid in full on the effective date of the Plan or according to separate written agreement
Office of the U.S. Trustee Fees		Paid in full on the effective date of the Plan
TOTAL		

2. *Priority Tax Claims*

Priority tax claims are unsecured income, employment, and other taxes described by § 507(a)(8) of the Code. Unless the holder of such a § 507(a)(8) priority tax claim agrees otherwise, it must receive the present value of such claim, in regular installments paid over a period not exceeding 5 years from the order of relief. There are no priority tax claims.

C. Classes of Claims and Equity Interests

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

1. *Classes of Secured Claims*

Allowed Secured Claims are claims secured by property of the Debtor's bankruptcy estate (or that are subject to setoff) to the extent allowed as secured claims under § 506 of the Code. If the value of the collateral or setoffs securing the creditor's claim is less than the amount of the creditor's allowed claim, the deficiency will be classified as a general unsecured claim. The following chart lists all classes containing Debtor's secured prepetition claims and their proposed treatment under the Plan:

Class #	Description	Insider? (Yes or No)	Impairment	Treatment
1	<p><i>Secure claim of:</i> NWJ Gator Investments, LLC</p> <p>Collateral Description All of the Debtor's Accounts Receivable</p> <p>Allowed Secured Amount \$51,664.26</p> <p>Priority of lien First Priority</p> <p>Principal owed \$51,664.26</p> <p>Pre-pet. arrearage \$0.00</p> <p>Total claim \$51,664.26</p>	N	Impaired	<p>Upon the Effective Date, in exchange for full satisfaction of its claim, this Class shall receive fifty percent (50%) of the ownership interest in the Plan Proponent, LOVJuice Franchising, LLC. The transfer of this ownership interest shall be for full satisfaction of all of the claims of NWJ Gator Investments, LLC.</p>

B25B (Official Form 25B) (12/08) - Cont.

12

Class #	Description	Insider? (Yes or No)	Impairment	Treatment
2	<p><i>Secure claim of:</i> Wells Fargo Bank, NA</p> <p>Collateral Description 4199 North Dixie Highway Boca Raton, FL 33431</p> <p>Allowed Secured Amount \$138,181.00</p> <p>Priority of lien First Priority</p> <p>Principal owed \$138,181.00</p> <p>Pre-pet. arrearage \$0.00</p> <p>Total claim \$138,181.00</p>	N	Impaired	<p>Monthly payment %\$742.00</p> <p>Pmts Begin First day of the month following the Effective Date. The Debtor will maintain insurance on the Property in accordance with United States Trustee Guidelines.</p> <p>Pmts End Three hundred sixty (360) months.</p> <p>Interest rate % 5.0%</p> <p>Treatment of Lien This Class shall retain its lien.</p>
3	<p><i>Secure claim of:</i> Palm Beach County Tax Collector</p> <p>Collateral Description 4199 North Dixie Highway Boca Raton, FL 33431</p> <p>Allowed Secured Amount \$3,163.00</p> <p>Priority of lien First Priority</p> <p>Principal owed \$3,163.00</p> <p>Pre-pet. arrearage \$0.00</p> <p>Total claim \$3,163.00</p>	N	Impaired	<p>The Debtor shall pay the Palm Beach County Property Collector in the ordinary course of business and pursuant to the Bankruptcy Code.</p>

B25B (Official Form 25B) (12/08) - Cont.

13

Class #	Description	Insider? (Yes or No)	Impairment	Treatment	
4	<p><i>Secure claim of:</i> Financial Pacific Leasing</p> <p>Collateral Description (2) One Fat Frog Two door Reach-in Freezer Model 8002 (Serial No's 1517947 and 1517949), (1) One Fat Frog Two Glass Door Refrigerator Model 8007 (Serial No 150520c4022), (1) One Fat Frog Two Door Reach-in Refrigerator Model 8005 (Serial No 150713c4001), (1) Amerikooler Self-contained Walk-in Cooler 6' X 8' (this item remains in the Debtor's former 55 Church Street, Orlando, Florida location), and (1) Amerikooler Self-contained Walk-in Freezer 6' X 8' (this item was sold the proceeds of which are not in the possession of the Debtor)</p> <p>Allowed Secured Amount \$6,545.00</p> <p>Priority of lien First Priority</p> <p>Principal owed \$6,545.00</p> <p>Pre-pet. arrearage \$0.00</p> <p>Total claim \$6,545.00</p>	N	Impaired	<p>Monthly payment</p> <p>Pmts Begin</p> <p>Pmts End</p> <p>Interest rate %</p> <p>Treatment of Lien</p>	<p>\$103.90 (This Class shall have an allowed secured claim in the amount of \$6,545.00. The Debtor shall pay this amount pursuant to the terms herein.)</p> <p>First day of the month following the Effective Date. The Debtor will maintain insurance on the Property in accordance with United States Trustee Guidelines.</p> <p>Seventy-two (72) months.</p> <p>4.5%</p> <p>This Class shall retain its lien on its collateral.</p>

B25B (Official Form 25B) (12/08) - Cont.

14

Class #	Description	Insider? (Yes or No)	Impairment	Treatment	
5	<p><i>Secure claim of:</i> Marlin Leasing</p> <p>Collateral Description X-1 Juicer</p> <p>Allowed Secured Amount \$5,000.00</p> <p>Priority of lien First Priority</p> <p>Principal owed \$5,000.00</p> <p>Pre-pet. arrearage \$0.00</p> <p>Total claim \$5,000.00</p>	N	Impaired	<p>Monthly payment</p> <p style="text-align: right;">\$79.37</p>	
				<p>Pmts Begin</p>	<p>First day of the month following the Effective Date. The Debtor will maintain insurance on the Property in accordance with United States Trustee Guidelines.</p>
				<p>Pmts End</p>	<p>Seventy-two (72) months.</p>
				<p>Interest rate %</p>	<p>4.5%</p>
				<p>Treatment of Lien</p>	<p>This Class shall retain its lien on its collateral.</p>

B25B (Official Form 25B) (12/08) - Cont.

15

Class #	Description	Insider? (Yes or No)	Impairment	Treatment
6	<p><i>Secure claim of:</i> Synergy Technical Solutions Corp.</p> <p>Collateral Description The assets of HDRepair that were transferred to Synergy, including the Vizio Customer database, electronic parts inventory</p> <p>Allowed Secured Amount \$0.00</p> <p>Priority of lien First Priority</p> <p>Principal owed \$0.00</p> <p>Pre-pet. arrearage \$0.00</p> <p>Total claim \$0.00</p>	Y	Not Impaired	<p>The Debtor plans on filing an Objection to the Claim of this Class. As such, the treatment for Class 6, if the Objection is sustained by the Court, shall be Synergy is not allowed a claim in this Estate, and Class 6 shall receive nothing from the Estate. However, if the Court overrules the Objection, on the Effective Date, the Debtor shall issue Synergy a participating convertible preferred stock in an amount equal to 9% of the face value of Synergy's allowed secured claim. The Preferred Stock shall have a 3% non-cumulative dividend and the principal amount of the Preferred Stock shall be redeemed annually pari passu with the Class 6 Claims through the dedication of 15% of the profits of the Re-Organized Debtor and 10% of the proceeds of the sale of franchises by LOVJuice Franchising, LLC.</p>

2. *Class of Priority Unsecured Claims*

Certain priority claims that are referred to in §§ 507(a)(1), (4), (5), (6), and (7) of the Code are required to be placed in classes. The Code requires that each holder of such a claim receive cash on the effective date of the Plan equal to the allowed amount of such claim. However, a class of holders of such claims may vote to accept different treatment. There are no priority unsecured claims in this matter.

3. *Class of General Unsecured Claims*

General unsecured claims are not secured by property of the estate and are not entitled to priority under § 507(a) of the Code. The following chart identifies the Plan's proposed treatment of Class Seven (7), which contain general unsecured claims against the Debtor:

Class #	Description	Impairment	Treatment
7(A)	General Unsecured Class (This Class also includes creditors who hold an unsecured claim against Robert and Clarissa Roxberry based upon certain personal guarantees. The creditors who hold personal guarantees against Robert and Clarissa Roxberry are Advance Media Technologies in the amount of \$14,040.00, American Express (credit card ending 8853) in the amount of \$6,293.00, ATX Networks Corporation in an unknown amount, Dell Financial Services (account ending 9001) in the amount of \$2,119.78, Exxon Mobile (account ending #3242) in the amount of \$1,949.81, NCM Supplies, Inc., in the amount of \$15,601.26, Percept-10 in the amount of \$11,380.90, Synchrony Bank/Lowes (account ending #1280) in the amount of \$0.00, The Black Bus Inv. Fund of Central Florida (account ending #3111) in the amount of \$60,000.00, and Wells Fargo Bank, NA (two claims, one for the deficiency claim related to Class II of this Plan in the approximate amount of \$24,000.00 and a credit account ending 4765 in the amount of \$5,650.26). The total amount of claims from the Roxberry personal guarantees totals \$141,035.01.	Impaired	On the Effective Date, holders of Allowed Class 7 Claims will be paid (a) cash in an amount equal to 1% of each such claim within Class 7 and (b) a participating convertible preferred stock in the Re-Organized Debtor in an amount equal to 19% of the face value of each allowed unsecured claim. The Preferred Stock shall have a 3% non-cumulative dividend and the principal amount of the Preferred Stock shall be redeemed annually through the dedication of 15% of the profits of the Re-organized Debtor and 10% of the net proceeds, after the deduction of the normal and customary franchisor costs, of the sale of franchises by LOVJuice Franchising, LLC; This element of the Plan provides for the indubitable equivalent, ie the partial funding of the plan to the unsecured creditors through a participation in proceeds from future franchise sales.

B25B (Official Form 25B) (12/08) - Cont.

17

Class #	Description	Impairment	Treatment
7(B)	VERO BEACH SHOPPING CENTER, LTD.	Impaired	This Class includes the any potential administrative claim of Vero Beach Shopping Center, LTD, arising from the Debtor's post-petition use of the real property located at 518 21st St, Vero Beach, FL 32960 ("Premises"). This claim would be pursuant to the executory contract for the Premises and entered into with Vero Beach Shopping Center, LTD. The Debtor shall either negotiate a new lease for the Premises. If this Class is not willing to negotiate a new lease for the Premises or the Debtor is unable to reach terms which are feasible, the Debtor shall vacate the Premises nine (9) months from the date of the Confirmation Order, during which time the Debtor shall find a new location. Additionally, the Debtor shall continue to pay the monthly rental payments to this Class during the aforementioned nine (9) month period. These payments shall be in full satisfaction of any administrative claim of this Class for the post-petition use of the Premises.

4. *Class of Equity Interest Holders*

Equity interest holders are parties who hold an ownership interest (i.e., equity interest) in the Debtor. In a corporation, entities holding preferred or common stock are equity interest holders. In a partnership, equity interest holders include both general and limited partners. In a limited liability company ("LLC"), the equity interest holders are the members. Finally, with respect to an individual who is a debtor, the Debtor is the equity interest holder. The following chart sets forth the Plan's proposed treatment of the class of equity interest holders:

Class #	Description	Impairment	Treatment
8	Equity interest holders	Not impaired	The Equity interest holders in the Debtor shall forfeit their interest in the Debtor upon Confirmation. Upon Confirmation, the equity interest in the Debtor shall be vested in LOVJuice Franchising, LLC in consideration for the exit financing and in full satisfaction of the unsecured claim held by LOVJuice Franchising, LLC, in the amount of \$260,000.00.

D. Means of Implementing the Plan

1. *Source of Payments*

Payments and distributions under the Plan will be funded by the following: Cash on hand in the amount of \$_____, supplemented by cash contributions of the Plan Proponent in the amount of \$95,000 so that the Re-Organized Debtor is projected to have almost \$90,000.00 in cash upon the Effective Date to be used to make cash payments under the Plan. Other cash shall derive from the sale of surplus equipment, the income of the Debtor and financing from NWJ, a secured creditor, as needed. NWJ's cash balances at the time of the writing of this Disclosure Statement is in excess of \$500,000.00 and the Plan Proponent has cash balances in excess of \$120,000.00.

Certain claims will be repaid in part through a participation in the sale of franchises by the Plan Proponent. LOVJuice Franchising anticipates the sale of at least 100 franchises over the three (3) year period following the Effective Date each requiring payment of a \$30,000.00 franchise fee (minimally), which will generate aggregate revenues of \$3,000,000.00.

2. *Post-confirmation Management*

The Post-Confirmation Managers of the Debtor, and their compensation, shall be as follows:

Name	Affiliations	Insider (yes or no)?	Position	Compensation
Robert Roxberry	Pre-petition manager	Yes	President	To Be Determined
Clarissa Roxberry	Pre-petition manager	Yes	Vice president	To Be Determined

E. Risk Factors

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 Chapter 11 cases. Accordingly, the risk of failure of completing this plan is deemed to be low.

F. Executory Contracts and Unexpired Leases

The Plan, in Exhibit 5.1, lists all executory contracts and unexpired leases that the Debtor will assume under the Plan. Assumption means that the Debtor has elected to continue to perform the obligations under such contracts and unexpired leases, and to cure defaults of the type that must be cured under the Code, if any. Exhibit 5.1 also lists how the Debtor will cure and compensate the other party to such contract or lease for any such defaults.

If you object to the assumption of your unexpired lease or executory contract, the proposed cure of any defaults, or the adequacy of assurance of performance, you must file and serve your objection to the Plan within the deadline for objecting to the confirmation of the Plan, unless the Court has set an earlier time. The Code grants the Debtor 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 Debtor and any Person shall be deemed rejected by the Reorganized Debtor as of the Effective Date, except for any executory contract or unexpired lease (i) which is provided for or referred to herein 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.

All of the Debtor's executory contracts and leases, but for those specifically described herein and approved by the Bankruptcy Court, have been or shall be rejected in this case. 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 Debtor or the Reorganized Debtor 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 Debtor, the Debtor's Estate, the Reorganized Debtor and its 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 Debtor shall reserve funds for claims arising out of the rejection of an executory contract or unexpired lease pursuant to the Plan.

The Debtor's location in Vero Beach, Florida ("Vero Beach Location"), is not owned by the Debtor. The landlord for the Vero Beach Location is Vero Beach Shopping Center, Ltd. Originally, on June 21, 2016, the Debtor filed a Motion for Order Approving Rejection of Unexpired Lease and Deeming Lease Rejected as of May 31, 2016 (**DE#43**). The Court conducted a hearing on this Motion July 13, 2016, where the relief sought was granted. Subsequently, the Debtor determined the Vero Beach Location may be a better location than originally anticipated. Based upon this determination, the Debtor spoke with the landlord about maintaining the location. The Debtor and the landlord have not reached an agreement. Moreover, the landlord filed a Motion to Enforce Rejection of Lease (**DE#106**) on August 13, 2016, which has yet to be heard by the Court. The Debtor has paid the ongoing rent each month since the date of the filing. The Debtor now intends to include this claim in the Plan as a separate class of creditor. Additionally, the Debtor intends to either negotiate a new lease for the Vero Beach Location, or continuing paying rent under the current lease for a period of nine (9) months during which time the Debtor shall relocate.

G. Tax Consequences of Plan

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

IV. CONFIRMATION REQUIREMENTS AND PROCEDURES

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

A. Who May Vote or Object

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

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

In this case, the Plan Proponent believes that classes One, Two, Four, Five and Seven are impaired and that holders of claims in each of these classes are therefore entitled to vote to accept or reject the Plan. The Plan Proponent believes that classes Three and Six 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.

1. *What Is an Allowed Claim or an Allowed Equity Interest?*

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

The deadline for filing a proof of claim in this case is October 11, 2016.

2. *What Is an Impaired Claim or Impaired Equity Interest?*

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

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

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

holders of claims and equity interests that have been disallowed by an order of the Court;

holders of other claims or equity interests that are not "allowed claims" or "allowed equity interests" (as discussed above), unless they have been "allowed" for voting purposes.

holders of claims or equity interests in unimpaired classes;

holders of claims entitled to priority pursuant to §§ 507(a)(2), (a)(3), and (a)(8) of the Code; and

holders of claims or equity interests in classes that do not receive or retain any value under the Plan;

administrative expenses.

Even If You Are Not Entitled to Vote on the Plan, You Have a Right to Object to the Confirmation of the Plan and to the Adequacy of the Disclosure Statement.

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

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

B. Votes Necessary to Confirm the Plan

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

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

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

A class of equity interests accepts the Plan if the holders of at least two-thirds (2/3) in amount of the allowed equity interests in the class, who vote, cast their votes to accept the Plan.

2. *Treatment of Nonaccepting Classes*

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

You should consult your own attorney if a "cramdown" confirmation will affect your claim or equity interest, as the variations on this general rule are numerous and complex.

C. Liquidation Analysis

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

The Liquidation Analysis is attached hereto as **Exhibit D**. The information set forth in Liquidation Analysis 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 Proponent and the Debtor and reflects the Debtor's 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 Debtor, are inherently subject to significant economic and competitive uncertainties and contingencies beyond the control of the Debtor. 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 Debtor was, in fact, to undergo such a liquidation. It should also be noted that the Debtor's 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 claims under the Plan is greater than the present value of the distributions from the proceeds of a liquidation of the Debtor's unencumbered assets and properties. However, the Plan Proponents' reliance on the Debtor's 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 Claims is appropriate or necessary. The Plan Proponents reserve the right to submit an amended liquidation analysis prior to the Confirmation Hearing.

D. Feasibility

The Court must find that confirmation of the Plan is not likely to be followed by the liquidation, or the need for further financial reorganization, of the Debtor or any successor to the Debtor, unless such liquidation or reorganization is proposed in the Plan. 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 E** 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 Debtor is cash flow positive. Moreover, the Debtor is cash flow positive. Accordingly, the Plan Proponents assert that they are able to perform all of their obligations under the Plan, and as such, the Plan satisfies section 1129(a)(11) of the Bankruptcy Code.

1. Ability to Initially Fund Plan

The Plan Proponent believes that the Debtor will have enough cash on hand on the effective date of the Plan to pay all the claims and expenses that are entitled to be paid on that date. On the Effective Date, the Debtor will have cash on hand in the amount of \$_____, supplemented by cash contributions of the Plan Proponent in the amount of \$95,000 so that the Re-Organized Debtor is projected to have almost \$90,000.00 in cash upon the Effective Date to be used to make cash payments under the Plan. The Plan Proponent has cash balances in excess of \$120,000.00 at the time of the writing of this Disclosure Statement.

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

The Plan Proponent must also show that it will have enough cash over the life of the Plan to make the required Plan payments.

Payments and distributions under the Plan will be funded with cash on hand in the amount of \$_____, supplemented by cash contributions of the Plan Proponent in the amount of \$95,000 so that the Re-Organized Debtor is projected to have almost \$90,000.00 in cash upon the Effective Date to be used to make cash payments under the Plan. During the life of the Plan, the Reorganized Debtor's cash shall derive from the sale of surplus equipment, the income of the Debtor and financing from NWJ, a secured creditor, as needed. NWJ's cash balances at the time of the writing of this Disclosure Statement is in excess of \$500,000.00.

The Plan Proponent has provided projected financial information. Those projections are listed in Exhibit F.

You Should Consult with Your Accountant or other Financial Advisor If You Have Any Questions Pertaining to These Projections.

E. 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 Debtor's 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 Debtor's 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 Debtor's 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 Debtor's 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 the Debtor. 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.

V. EFFECT OF CONFIRMATION OF PLAN

A. DISCHARGE OF DEBTOR

Discharge. On the effective date of the Plan, the Debtor shall be discharged from any debt that arose before confirmation of the Plan, subject to the occurrence of the effective date, to the extent specified in § 1141(d)(1)(A) of the Code, except that the Debtor shall not be discharged of any debt (i) imposed by the Plan, (ii) of a kind specified in § 1141(d)(6)(A) if a timely complaint was filed in accordance with Rule 4007(c) of the Federal Rules of Bankruptcy Procedure, or (iii) of a kind specified in § 1141(d)(6)(B). After the effective date of the Plan your claims against the Debtor will be limited to the debts described in clauses (i) through (iii) of the preceding sentence.

B. Modification of Plan

The Plan Proponent may modify the Plan at any time before confirmation of the Plan. However, the Court may require a new disclosure statement and/or revoting on the Plan. The Debtor further reserves the right to revoke or withdraw the Plan prior to the Confirmation Date. If the Debtor revokes or withdraws 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 Debtor. In such event, nothing contained herein shall constitute or be deemed a waiver or release of any Claims or Actions by or against the Debtor or any other Person, an admission against interests of the Debtor, nor shall it prejudice in any manner the rights of the Debtor or any Person in any further proceedings involving the Debtor.

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

C. Continued Corporate Existence

The Reorganized Debtor is a corporation with a domicile in the State of Florida. In that capacity the Debtor 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.

D. Vesting of Assets

Except as otherwise provided in the Plan and the Confirmation Order, on the Effective Date, Reorganized Debtor 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 Debtor shall assume all of the Debtor's rights, obligations and liabilities under the Plan.

E. Final Decree

Once the estate has been fully administered, as provided in Rule 3022 of the Federal Rules of Bankruptcy Procedure, the Plan Proponent, or such other party as the Court shall designate in the Plan Confirmation Order, shall file a motion with the Court to obtain a final decree to close the case. Alternatively, the Court may enter such a final decree on its own motion.

VI. OTHER PLAN PROVISIONS**A. 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 Debtor 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 Debtor or against the property or interests in property of the Debtor 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 Debtor or against the property or interests in property of the Debtor on account of any such Claim.

B. 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.

C. 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.

D. 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 Debtor under applicable environmental laws.

/s/ Robert Roxberry

HDRepair.com Corp.

[Signature of the Plan Proponent]

/s/ Brett A. Elam

Brett A. Elam 576808

[Signature of the Attorney for the Plan Proponent]

EXHIBITS

B25A (Official Form 25A) (12/11)

**United States Bankruptcy Court
Southern District of Florida
West Palm Beach Division**

In re HDRepair.com Corp.

Debtor(s)

Case

No. 16-17855-BKC-EPKChapter 11 proceeding

Small Business Case under Chapter 11

**HDREPAIR.COM CORP.'S SECOND AMENDED PLAN
OF REORGANIZATION DATED OCTOBER 18, 2016**

**ARTICLE I
SUMMARY**

This Plan of Reorganization (the "Plan") under chapter 11 of the Bankruptcy Code (the "Code") proposes to pay creditors of **HDRepair.com Corp.** (the "Debtor") from contributions of LOVJuice Franchising, LLC, the sale of surplus equipment, the income of the Debtor and financing from various secured creditors.

This Plan provides for six classes of secured claims; one class of unsecured claims; and one class of equity security holders. Unsecured creditors holding allowed claims will receive distributions, which the proponent of this Plan has valued at approximately twenty cents on the dollar. This Plan also provides for the payment of administrative and priority claims either in full on the effective date of this Plan with respect to any such claim (to the extent permitted by the Code) or the claimant's agreement.

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

**ARTICLE II
CLASSIFICATION OF CLAIMS AND INTERESTS**

- 2.01 Class 1. The claim of NWJ Gator Investments, LLC, to the extent allowed as a secured claim under § 506 of the Code.
- 2.02 Class 2. The claim of Wells Fargo Bank, NA, to the extent allowed as a secured claim under § 506 of the Code.
- 2.03 Class 3. The claim of Palm Beach County Tax Collector, to the extent allowed as a secured claim under § 506 of the Code.
- 2.04 Class 4. The claim of Financial Pacific Leasing, to the extent allowed as a secured claim under § 506 of the Code.
- 2.05 Class 5. The claim of Marlin Leasing, to the extent allowed as a secured claim under § 506 of the Code.
- 2.06 Class 6. The claim of Synergy Technical Solutions Corp, to the extent allowed as a secured claim under § 506 of the Code.
- 2.07a Class 7a. All unsecured claims allowed under § 502 of the Code.
- 2.07b Class 7b. The allowed administrative claim of Vero Beach Shopping Center, LTD.
- 2.08 Class 8. Equity interests of the Debtor.

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

3.01 Unclassified Claims. Under section §1123(a)(1), administrative expense claims, "gap" period claims in an involuntary case allowed under § 502(f) of the Code, and priority tax claims are not in classes.

3.02 Administrative Expense Claims. Each holder of an administrative expense claim allowed under § 503 of the Code, and a "gap" claim in an involuntary case allowed under § 502(f) of the Code, will be paid in full on the effective date of this Plan (as defined in Article VII), in cash, or upon such other terms as may be agreed upon by the holder of the claim and the Debtor.

3.03 Priority Tax Claims. There are no priority tax claims in this matter.

3.04 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. Any U.S. Trustee Fees owed on or before the effective date of this Plan will be paid on the effective date.

ARTICLE IV
TREATMENT OF CLAIMS AND INTERESTS UNDER THE PLAN

4.01 Claims and interests shall be treated as follows under this Plan:

Class	Impairment	Treatment
Class 1 - Secured Claim of NWJ Gator Investments, LLC	Impaired	Upon the Effective Date, in exchange for full satisfaction of its claim, this Class shall receive fifty percent (50%) of the ownership interest in the Plan Proponent, LOVJuice Franchising, LLC. The transfer of this ownership interest shall be for full satisfaction of all of the claims of NWJ Gator Investments, LLC.
Class 2 - Secured Claim of Wells Fargo Bank, NA	Impaired	This Class shall have an allowed secured claim in the amount of \$131,181.00. The allowed secured claim of this Class shall be reamortized over a three hundred sixty (360) month period at 5.0%. This Class shall be paid \$742.00 on a monthly basis. Payment to this Class shall commence on the first day of the month following the Effective Date, and be paid in full three hundred fifty-nine (359) payments after the initial payment. The Debtor will maintain insurance on the Property in accordance with United States Trustee Guidelines. Additionally, Class II shall retain its lien on the Debtor's collateral.

B25A (Official Form 25A) (12/11) - Cont.

3

Class 3 - Secured Claim of Palm Beach County Tax Collector	Unimpaired	This Class shall be paid by the Debtor in the ordinary course of business and pursuant to the Bankruptcy Code.
Class 4 - Secured Claim of Financial Pacific Leasing	Impaired	This Class shall have an allowed secured claim in the value of its collateral, \$6,545.00. The allowed secured claim of \$6,545.00 shall be reamortized over a seventy-two (72) month period at 4.5%. This Class shall be paid \$103.90 on a monthly basis. Payment to this Class shall commence on the first day of the month following the Effective Date, and be paid in full seventy-one (71) payments after the initial payment. The Debtor will maintain insurance on the Property in accordance with United States Trustee Guidelines. Additionally, Class IV shall retain its lien on the Debtor's collateral.
Class 5 - Secured Claim of Marlin Leasing	Impaired	This Class shall have an allowed secured claim in the value of its collateral, \$5,000.00. The allowed secured claim of \$5,000.00 shall be reamortized over a seventy-two (72) month period at 4.5%. This Class shall be paid \$79.37 on a monthly basis. Payment to this Class shall commence on the first day of the month following the Effective Date, and be paid in full seventy-one (71) payments after the initial payment. The Debtor will maintain insurance on the Property in accordance with United States Trustee Guidelines. Additionally, Class V shall retain its lien on the Debtor's collateral.
Class 6 - Secured Claim of Synergy Technical Solutions Corp.	Unimpaired	The Debtor plans on filing an Objection to the Claim of this Class. As such, the treatment for Class 6, if the Objection is sustained by the Court, shall be Synergy is not allowed a claim in this Estate, and Class 6 shall receive nothing from the Estate. However, if the Court overrules the Objection, on the Effective Date, the Debtor shall issue Synergy a participating convertible preferred stock in an amount equal to 9% of the face value of Synergy's allowed secured claim. The Preferred Stock shall have a 3% non-cumulative dividend and the principal amount of the Preferred

B25A (Official Form 25A) (12/11) - Cont.

4

		Stock shall be redeemed annually pari passu with the Class 6 Claims through the dedication of 15% of the profits of the Re-organized Debtor and 10% of the proceeds of the sale of franchises by LOVJuice Franchising, LLC.
Class 7a - General Unsecured Creditors	Impaired	On the Effective Date, holders of Allowed Class VII Claims will be paid (a) cash in an amount equal to 1% of each such claim within Class VII and (b) a participating convertible preferred stock in the Re-organized Debtor in an amount equal to 19% of the face value of each allowed unsecured claim. The Preferred Stock shall have a 3% non-cumulative dividend and the principal amount of the Preferred Stock shall be redeemed annually through the dedication of 15% of the profits of the Re-organized Debtor and 10% of the proceeds of the sale of franchises by LOVJuice Franchising, LLC; This element of the Plan provides for the indubitable equivalent, ie the partial funding of the plan to the unsecured creditors through a participation in proceeds from future franchise sales.
Class 7b - Allowed Administrative Claim of Vero Beach Shopping Center, LTD.	Impaired	This Class includes the claim of Vero Beach Shopping Center, LTD arising from the executory contract for the Premises located at . The Debtor shall either negotiate a new lease for the Premises. If this Class is not willing to negotiate a new lease for the Premises or the Debtor is unable to reach terms which are feasible, the Debtor shall vacate the Premises nine (9) months from the date of the Confirmation Order, during which time the Debtor shall find a new location. Additionally, the Debtor shall continue to pay the monthly rental payments to this Class during the aforementioned nine (9) month period. These payments shall be in full satisfaction of any administrative claim of this Class for the post-petition use of the Premises

B25A (Official Form 25A) (12/11) - Cont.

5

Class 8 - Equity Security Holders of the Debtor	Impaired	The Equity interest holders in the Debtor shall forfeit their interest in the Debtor upon Confirmation. Upon Confirmation, the equity interest in the Debtor shall be vested in LOVJuice Franchising, LLC in consideration for the exit financing and in full satisfaction of the unsecured claim held by LOVJuice Franchising, LLC, in the amount of \$260,000.00.
---	----------	--

ARTICLE V
ALLOWANCE AND DISALLOWANCE OF CLAIMS

5.01 Disputed Claim. A disputed claim is a claim that has not been allowed or disallowed by a final non-appealable order, and as to which either: (i) a proof of claim has been filed or deemed filed, and the Debtor or another party in interest has filed an objection; or (ii) no proof of claim has been filed, and the Debtor has scheduled such claim as disputed, contingent, or unliquidated.

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

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

ARTICLE VI
PROVISIONS FOR EXECUTORY CONTRACTS AND UNEXPIRED LEASES

6.01 Assumed Executory Contracts and Unexpired Leases.

(a) The Debtor assumes the following executory contracts and/or unexpired leases effective upon the date of the entry of an Order by the Bankruptcy Court ratifying the Debtor's assumption of said Executory Contract:

Name of Other Parties to Lease or Contract	Description of Contract or Lease
Losowe Capital, Inc.	Management Agreement dated April 19, 2016

(b) The Debtor will be conclusively deemed to have rejected all executory contracts and/or unexpired leases not expressly assumed under section 6.01(a) above, or before the date of the order confirming this Plan, upon the effective date of this Plan. A proof of a claim arising from the rejection of an executory contract or unexpired lease under this section must be filed no later than thirty (30) days after the date of the order confirming this Plan.

ARTICLE VII
MEANS FOR IMPLEMENTATION OF THE PLAN

7.01 General. Upon confirmation of the Plan, and in accordance with the Confirmation Order, the Debtor or Reorganized Debtor, as the case may be, will be authorized to take all necessary steps, and perform all necessary acts, to consummate the terms and conditions of the Plan. In addition to the provisions set forth elsewhere in the Plan, the following shall constitute the means for implementation of the Plan.

7.02 Continued Corporate Existence. The Reorganized Debtor is a corporation with a domicile in the State of Florida. In that capacity the Debtor 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.

B25A (Official Form 25A) (12/11) - Cont.

7.03 The Reorganized Debtor. Except as otherwise provided in the Plan and the Confirmation Order, on the Effective Date, the Reorganized Debtor 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 Debtor shall assume all of the Debtor's rights, obligations and liabilities under the Plan.

7.04 Funding. Funds to be used to make cash payments under the Plan shall derive from capital contributions from LF, dedication of LF profits from franchising, the Debtor's avoidance claims, cash flow from future earnings of the Debtor and the sale of assets.

7.05 Effectiveness of Instruments and Agreements. On the Effective Date, all documents issued in this case or pursuant to the Plan and/or any agreement entered into or instrument or document issued in connection with any of the foregoing, as applicable, shall become effective and binding upon the parties thereto in accordance with their respective terms and conditions and shall be deemed to become effective simultaneously.

7.06 Distributions in Complete Satisfaction. The distributions and rights provided under this Plan will be in complete satisfaction and release, effective as of the Effective Date, of all Claims against and Interests in the Debtor's Estate and all liens upon any Property of the Estate. The Holders of liens satisfied and released under this Plan will execute and deliver, or cause to be executed and delivered, any and all documentation reasonably requested by the Reorganized Debtor evidencing the satisfaction, discharge and release of such liens.

7.07 Approval of Agreements. Entry of the Confirmation Order shall constitute approval of the Plan Documents and all such transactions, subject to the occurrence of the Effective Date.

7.08 Administration After the Effective Date. After the Effective Date, the Reorganized Debtor may operate its business, and may use, acquire, and dispose of their property, free of any restrictions of the Code and Rules.

7.09 Term of Bankruptcy Injunction or Stays. 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.

7.10 Revesting of Assets. Except as otherwise provided in the Plan, pursuant to section 1141 of the Code, the property of the Estate of the Debtor, including, without limitation, the Actions, shall revert in the Reorganized Debtor on the Effective Date, free and clear of all Liens, Claims and interests of holders of Claims and Equity Interests, except as otherwise provided in the Plan or the Confirmation Order.

7.11 Causes of Action. As of the Effective Date, pursuant to section 1123(b)(3)(B) of the Code, any and all Actions accruing to the Debtor and Debtor in Possession, including, without limitation, actions under sections 510, 542, 544, 545, 547, 548, 549, 550, 551 and 553 of the Code, shall become assets of the Reorganized Debtor, and the Reorganized Debtor and/or the Plan Administrator, as the case may be, shall have the authority to commence and prosecute such Actions for the benefit of the Estate. Specifically, the Reorganized Debtor, shall continue to prosecute any Action pending on the Effective Date. Further, section 547 of the Code enables a debtor in possession to avoid transfers to a creditor, based upon an antecedent debt, made within ninety (90) days of the petition date, which enables the creditor to receive more than it would under a liquidation. Creditors have defenses to the avoidance of such preferential transfers based upon, among other things, the transfers having occurred as part of the Debtor's ordinary course of business, or that subsequent to the transfer the creditor provided the Debtor with new value. The Reorganized Debtor and/or the Plan Administrator, as the case may be, will analyze payments made by the Debtor to creditors within ninety (90) days (or in the case of insiders, one year) before the Commencement Date (as set forth in item 3(a) in the Debtor's Statement of Financial Affairs) to determine which such payments may be avoidable as preferential transfers under the Code and, if appropriate, prosecute such actions. After the Effective Date, the Reorganized Debtor shall have the authority to compromise and settle, otherwise resolve, discontinue, abandon or dismiss all such Actions with the approval of the Court.

ARTICLE VIII

GENERAL PROVISIONS

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

B25A (Official Form 25A) (12/11) - Cont.

8.02 Effective Date of Plan. The effective date of this Plan is the first business day following the date that is fourteen (14) days after the entry of the order of confirmation. If, however, a stay of the confirmation order is in effect on that date, the effective date will be the first business day after the date on which the stay of the confirmation order expires or is otherwise terminated.

8.03 Severability. If any provision in this Plan is determined to be unenforceable, the determination will in no way limit or affect the enforceability and operative effect of any other provision of this Plan.

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

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

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

8.07 Corporate Governance. Upon Confirmation, the Reorganized Debtor shall be authorized to include in its charter, Articles of Incorporation, or By-laws a provision prohibiting the issuance of nonvoting equity securities, and providing, as to the several classes of securities possessing voting power, an appropriate distribution of such power among such classes, including, in the case of any class of equity securities having a preference over another class of equity securities with respect to dividends, adequate provisions for the election of directors representing such preferred class in the event of default in the payment of such dividends.

8.08 Jurisdiction of Bankruptcy Court. Except as is otherwise provided in the Confirmation Order, the Bankruptcy Court shall retain jurisdiction for the following purposes:

(a) Classification of any Claim, reexamination of any Claim which has been allowed for purposes of voting, and determination of any objection filed to any Claim. Failure to object to any Claim for the purpose of voting shall not be deemed to be a waiver of the right to object to the Claim in whole or in part.

(b) Determination of all questions and disputes regarding the Plan, the Debtor or Property of the Estate and determination of all causes of action, controversies, disputes, or conflicts involving the Plan, any Creditor, the Debtor or Property of the Estate arising prior to or on the Effective Date whether or not subject to action pending as of the Confirmation Date including resolution of Disputed Claims.

(c) Determination of all disputes arising after the Effective Date with respect to the interpretation of the Plan.

(d) Determination of any Action.

(e) Determination of any issue, violation, injunction, contempt, relief, or other proceeding as contemplated under Section 362 of the Bankruptcy Code.

(f) Correction of any defect, curing of any omission or reconciliation of any inconsistency in the Plan or in the Confirmation Order as may be necessary or appropriate to carry out the purposes and intent of the Plan.

(g) Modification of the Plan after the Confirmation Date pursuant to the provisions of the Plan, the Code and the Rules.

(h) Interpretation of the Plan.

(i) Entry of any order, including a mandatory injunction or restraining order, required to facilitate consummation of the Plan or to enable the Effective Date to occur; and reconsideration or vacation of the Confirmation Order in the event Substantial Consummation is rendered impossible.

(j) Entry of a final decree closing the Case.

ARTICLE IX
DISCHARGE

9.01 Discharge. On the effective date of the Plan, the Debtor shall be discharged from any debt that arose before confirmation of the Plan, subject to the occurrence of the effective date, to the extent specified in § 1141(d)(1)(A) of the Code, except that the Debtor shall not be discharged of any debt (i) imposed by the Plan, (ii) of a kind specified in § 1141(d)(6)(A) if a timely complaint was filed in accordance with Rule 4007(c) of the Federal Rules of Bankruptcy Procedure, or (iii) of a kind specified in § 1141(d)(6)(B). After the effective date of the Plan your claims against the Debtor will be limited to the debts described in clauses (i) through (iii) of the preceding sentence.

ARTICLE X
OTHER PROVISIONS

10.01 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 Debtor 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 Debtor or against the property or interests in property of the Debtor on account of any such Claim, and (iv) asserting any right of setoff, subrogation or recoupement of any kind against any obligation due from the Debtor or against the property or interests in property of the Debtor on account of any such Claim.

10.02 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.

Respectfully submitted,

By: /s/ Robert Roxberry

Robert Roxberry

The Plan Proponent

By: /s/ Brett A. Elam

Brett A. Elam 576808

Attorney for the Plan Proponent

Schedule "B"

General description and approximate value of the Debtor's assets
(values indicated are liquidation value unless otherwise indicated)

- Real Property – 4199 N. Dixie Highway, Boca Raton, FL - \$100,000.00
(Fair market value)
- X-1 Juicer - \$5,000
- X-1 Juicer - \$5,000
- POS System - \$0.00
- POS System - \$0.00
- Angel Juicer - \$100.00
- Norwalk Juicer - \$100.00
- Blendtec Blender - \$100.00
- Infrico Air Curtain Refrigerator - \$500.00
- Arctic Air AF49 2 Section Reach-in Freezer - \$500.00
- Kolpak 7-068-CT Walk-in Cooler - \$500.00
- Water Filter System - \$100.00
- Miscellaneous Food Preparation Equipment - \$1,000.00
- 2011 GMC Truck - \$20,000.00
- Retail Fixtures - unknown
- Misc. Furniture, Fixtures & Equipment – unknown
- Intangible Assets - unknown
- Electronic Parts Inventory - unknown
- Raw Material Inventory – 2,000
- Accounts Receivable - \$50,000.00
- Security Deposits - \$5,750.00
- Cash on Hand - \$10,000

12:53 PM

06/02/16

Annual Basis

HDRRepair.com Corporation

Balance Sheet

As of May 31, 2016

	May 31, 16
ASSETS	
Current Assets	
Checking/Savings	
Cabela's Cash	
Cabela's Operating Account	8,799.33
Cabela's Regio/Market Transfer	502.69
Total Cabela's Cash	9,302.02
LOV/Julco Cash	
Cash On Hand - Vero	842.70
Cash - Operating	8,301.00
Total LOV/Julco Cash	9,143.70
Total Checking/Savings	18,445.72
Accounts Receivable	
Accounts Receivable	113,833.08
Total Accounts Receivable	113,833.08
Other Current Assets	
LOV/Julco Other Current Assets	
Food - Raw Material Inventory	3,488.84
Retail Item Inventory	1,808.00
Total LOV/Julco Other Current Assets	5,296.84
Total Other Current Assets	5,296.84
Total Current Assets	137,685.34
Fixed Assets	
Furniture and Equipment	
LOV/Julco Fixed Assets	
Fixed Assets - Vero Beach	
Autom Depn - Vero Bch	-36,808.00
Equip - Food Prep - Vero Bch	3,771.33
Equipment - Vero Beach	115,226.78
Leasehold Improvements - Vero Bch	83,236.67
Off Furn & Eqpt - Vero Beach	879.05
Restaurant Furn - Vero Bch	14,711.89
Signage - Vero Beach	3,640.00
Total Fixed Assets - Vero Beach	107,467.62
Total LOV/Julco Fixed Assets	107,467.62
Total Furniture and Equipment	107,467.62
REI Fixed Assets	
4199 - Accum Deprec.	-68,590.38
4199 - Closing Costs - Loan	7,125.00
4199 - Loan Costs - Asset	-3,641.67
4199 N. Ohio Highway - Site 8	271,612.78
Total REI Fixed Assets	210,005.73
Total REI Fixed Assets	210,005.73
Vehicles	
2011 GMC Sierra	26,065.30
Total Vehicles	26,065.30
Total Fixed Assets	443,938.65

12:53 PM

09/26/16

Accrual Basis

HDRRepair.com Corporation

Balance Sheet

As of May 31, 2016

	May 31, 16
Other Assets	
Franchise Licenses	
Franchise Licenses - Arizone	30,000.00
Franchise Licenses - Orlando	30,000.00
Franchise Licenses - Vero Beach	30,000.00
Total Franchise Licenses	<u>90,000.00</u>
HDRRepair.com Other Assets	
Synergy Ch 7 Claims	
Assets held by Synergy Tech Sol	
Accumulated Depr. - HDRRepair	-30,935.05
Customer List	290,000.00
Dell Workstation	4,149.34
Domain Names	8,000.00
Electronic Test Equip	4,431.08
Inventory Parts - Vizio	100,000.00
Network Servers	11,887.86
Presentation Monitor	2,846.44
Software	17,275.22
Total Assets held by Synergy Tech Sol	<u>408,004.89</u>
Total Synergy Ch 7 Claims	408,004.89
Vizio Related Claims	
ODM Litigation Claim	1.00
Technicians Litigation Claim	1.00
Vizio Litigation Claim	1.00
Total Vizio Related Claims	<u>3.00</u>
Total HDRRepair.com Other Assets	<u>408,057.99</u>
Total Other Assets	<u>498,057.99</u>
TOTAL ASSETS	<u>1,043,191.97</u>
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
Accounts Payable	141,020.78
Total Accounts Payable	<u>141,020.78</u>
Credit Cards	
Cobalt Credit Cards	
HDRRepair Corporate Amex	1,089.42
Robert Roxberry	-938.70
HDRRepair Corporate Amex - Other	132.72
Total HDRRepair Corporate Amex	<u>132.72</u>
Total Cobalt Credit Cards	132.72
LOVJuice Credit Cards	
Center State Credit Card	18,044.09
LOVJuice C/C - Staples	2,431.56
Total LOVJuice Credit Cards	<u>20,475.65</u>
Total Credit Cards	<u>30,628.97</u>

12:53 PM
06/02/16
Accrual Basis

HDRRepair.com Corporation
Balance Sheet
As of May 31, 2016

	May 31, 16
Other Current Liabilities	
Contingent Liabilities	
BBF Claims - Courts	-58,888.00
BBF Economic Loss	60,888.00
Corporate Guarantees	-1.00
Total Contingent Liabilities	0.00
Disputed Claims	
Accounts Payable - Synergy	408,654.39
Reserve for Plan Implementation	3.00
Total Disputed Claims	408,657.39
QIR Certificates	
QIR Certificates - Vero Beach	1,801.21
Total QIR Certificates	1,801.21
Notes Pay - HWJ Gator Invest	31,894.28
Notes Payable - LOV Juice Franch	290,138.31
Property Taxes Payable	2,183.02
Total Other Current Liabilities	725,445.90
Total Current Liabilities	887,874.82
Long Term Liabilities	
Kabbage Loan	23,432.00
LOV Juice Leases	
Elite Mgmt Group - Orlando	100.00
Financial Pacific Leasing	20,538.40
Lease Finance Group	12,800.00
Martin Leasing Corp	20,491.00
Northstar Leasing	4,420.00
Northstar Leasing - 3211	5,094.00
Total LOV Juice Leases	64,511.40
LOV Juice Notes Payable	
CAM Capital	20,895.50
PMS	12,431.78
Total LOV Juice Notes Payable	33,327.28
Mtgs - 4199 N. State	
Mtgs Payable - Wells Fargo	107,000.47
Offset to Wells Fargo Mortgage	-58,267.70
Total Mtgs - 4199 N. State	48,732.77
Total Long Term Liabilities	243,875.45
Total Liabilities	1,131,750.27
Equity	
Redeemable Equity	45,114.80
Shareholder's Equity	344.58
Ret Earnings	-89,948.88
Total Equity	-44,489.50
TOTAL LIABILITIES & EQUITY	1,087,260.77

13:02 PM
06/02/16

HDRapair.com Corporation
Statement of Cash Flows
May 2 - 31, 2016

	May 2 - 31, 16
OPERATING ACTIVITIES	
Net Income	4,847.18
Adjustments to reconcile Net Income to net cash provided by operations:	
Accounts Receivable	16,038.40
Inventory, Goods Inv. - Orders in Process	493.00
Accounts Payable	-3,671.47
Notes Pay - NWA Gator Invest	-10,000.00
	-6,339.97
Net cash provided by Operating Activities	-1,492.79
FINANCING ACTIVITIES	
Share Equity	-54,972.98
Shareholder's Equity	54,972.98
	0.00
Net cash provided by Financing Activities	0.00
Net cash increase for period	-1,492.79
Cash at beginning of period	26,769.85
Cash at end of period	25,277.06

12:23 PM
 09/23/16
 Accrual Basis

HDRRepair.com Corporation
Profit & Loss
 May 2016

	<u>May 16</u>
Ordinary Income/Expense	
Income	
LoyJules Revenue	36,348.71
Sales	
Wholesale Broadband Products	482.00
Total Sales	<u>482.00</u>
Uncategorized Income	1,008.10
Total Income	<u>27,846.86</u>
Cost of Goods Sold	
Cost of Goods Sold	
WOM Supplies	432.00
Total Cost of Goods Sold	<u>432.00</u>
LOM/Jules COGS	7,289.94
LOM/Jules Payroll	7,200.00
Total COGS	<u>15,121.94</u>
Gross Profit	12,814.97
Expense	
Advertising and Promotion	37.00
Automobile Expenses	418.96
Bank Service Charges	
Bank Merchant Services Fees	19.85
Wells Fargo Bank Charges	142.80
Wire Transfer Service Charge	10.00
Bank Service Charges - Other	-8.72
Total Bank Service Charges	<u>178.93</u>
Business Tax Authority	187.50
Insurance Expense	
Commercial Package	1,052.50
Workers Comp	19.00
Total Insurance Expense	<u>1,110.50</u>
LOM/Jules Operating Expenses	6,151.67
Office Supplies	158.96
Payroll Expense	
Executive	2,135.00
IT Manager	1,021.24
Payroll Expense - FWT Withheld	895.14
Total Payroll Expense	<u>4,051.38</u>
Professional Fees	
Attorney Fees	7,500.00
Payroll Service Payroll	218.80
Total Professional Fees	<u>7,718.80</u>
Reconciliation Discrepancies	104.72
Shipping and Postage	0.32
Software Subscription Services	14.98
Telephone Expenses	
Cell Phone	308.26
Comcast VOIP Service	879.85
Internet	548.38
Total Telephone Expenses	<u>1,736.49</u>

12:53 PM
09/27/16
Accrual Basis

HDRRepair.com Corporation
Profit & Loss
May 2016

	May 16
Utilities	
Electric	359.41
Total Utilities	359.41
Total Expenses	22,456.16
Net Ordinary Income	-8,817.18
Other Income/Expenses	
Other Expenses	
Check Printer Error	0.00
Total Other Expenses	0.00
Net Other Income	0.00
Net Income	-8,817.18

**United States Bankruptcy Court
Southern District of Florida**

In re HDRRepair.com Corp.
Debtor(s)

Case No. 16-17855
Chapter 11

LIQUIDATION SUMMARY

ASSETS	REAL PROPERTY	PERSONAL PROPERTY	INTEREST IN NONEXEMPT PROPERTY
Total Property Value	686,655.64 ¹	131,181.00	555,474.64
Less:			
Schedule D, Secured Claims	603,045.26	131,181.00	471,864.26
Schedule C, Exemptions	0.00	0.00	0.00
Interest in Nonexempt Property	83,610.38	0.00	1,083,610.38
Less:			
Estimated Chapter 7 Admin Expenses	4,180.52		
Schedule E, Priority Claims	0.00		
Available to General Unsecured	79,429.86		
Total General Unsecured	626,470.12		
Percent Distribution	12.68%		

LIABILITIES	REAL PROPERTY	PERSONAL PROPERTY	INTEREST IN NONEXEMPT PROPERTY
Unsecured from Schedule D	83,233.71	28,984.49	54,249.22
Unsecured from Schedule E	0.00		
Unsecured from Schedule F	543,236.41		
Estimated Chapter 7 Administrative Expenses:			
11§326 Trustee Compensation on			
\$83,610.38	4,180.52		
Add'l Trustee Cost as 0% of §326 Fee	0.00		
Additional Admin Expense	0.00		
Total Estimated Admin Expense	4,180.52		

¹ The Debtor's Schedule B discloses an asset valued at \$1,000,000.00, the "Vizio Customer Database". However, this asset was transferred to Synergy Technical Solutions Corporation pre-petition. The Debtor has also disclosed a potential cause of action as to the Bankruptcy Estate of Synergy Technical Solutions Corporation. As such, the Debtor has not included the value of the Vizio Customer Database in the Liquidation Analysis.

**12 Months from Case
Proceedings
Twelve (12) Months**

	October	November	December	January	February	March	April	May	June	July	August	September	Year 1
Cash, Beginning (1/15)	\$100,000.00	\$198,875.71	\$292,158.36	\$382,416.31	\$468,762.41	\$551,071.81	\$629,356.82	\$703,517.66	\$773,549.80	\$839,456.88	\$901,238.81	\$958,991.21	\$101,664.82
Receipts of the Income													
Cash/Debit	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
New Order Items	\$25,000.00	\$27,300.00	\$27,300.00	\$28,000.00	\$27,000.00	\$25,000.00	\$26,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00
Amazon Sales	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Gift Sales	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00
Total Receipts of the Income	\$26,500.00	\$28,800.00	\$28,800.00	\$29,500.00	\$28,500.00	\$26,500.00	\$27,500.00	\$26,500.00	\$26,500.00	\$26,500.00	\$26,500.00	\$26,500.00	\$26,500.00
Operating Expenses													
Cost of Goods Sold	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Cost	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00
SG&A	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00
Management Compensation	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00
Credit Card Fees	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00
Utilities	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00
Advertising/Marketing	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00
Insurance	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00
Total Operating Expenses	\$10,400.00	\$10,400.00	\$10,400.00	\$10,400.00	\$10,400.00	\$10,400.00	\$10,400.00	\$10,400.00	\$10,400.00	\$10,400.00	\$10,400.00	\$10,400.00	\$10,400.00
Income (Net) of Cash	\$16,100.00	\$18,400.00	\$18,400.00	\$19,100.00	\$18,100.00	\$16,100.00	\$17,100.00	\$16,100.00	\$16,100.00	\$16,100.00	\$16,100.00	\$16,100.00	\$16,100.00
Total Receipts of Cash	\$100,000.00	\$198,875.71	\$292,158.36	\$382,416.31	\$468,762.41	\$551,071.81	\$629,356.82	\$703,517.66	\$773,549.80	\$839,456.88	\$901,238.81	\$958,991.21	\$101,664.82
Operating Cash	\$16,100.00	\$18,400.00	\$18,400.00	\$19,100.00	\$18,100.00	\$16,100.00	\$17,100.00	\$16,100.00	\$16,100.00	\$16,100.00	\$16,100.00	\$16,100.00	\$16,100.00
Operating	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Equipment Sales	\$1,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,000.00
Income from Litigation Assignments	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Sale of Investment Assets	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total Receipts + Beginning	\$100,000.00	\$198,875.71	\$292,158.36	\$382,416.31	\$468,762.41	\$551,071.81	\$629,356.82	\$703,517.66	\$773,549.80	\$839,456.88	\$901,238.81	\$958,991.21	\$101,664.82
Uses of Cash - Plan Impl													
Multi Party Mortgage	\$700.00	\$700.00	\$700.00	\$700.00	\$700.00	\$700.00	\$700.00	\$700.00	\$700.00	\$700.00	\$700.00	\$700.00	\$700.00
MVA (Gov)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Govt - County Tax Collector	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Shared Health Leasing	\$70.00	\$70.00	\$70.00	\$70.00	\$70.00	\$70.00	\$70.00	\$70.00	\$70.00	\$70.00	\$70.00	\$70.00	\$70.00
Health Leasing	\$70.00	\$70.00	\$70.00	\$70.00	\$70.00	\$70.00	\$70.00	\$70.00	\$70.00	\$70.00	\$70.00	\$70.00	\$70.00
Spring Interest Payment	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Uncovered Health	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total Uses	\$770.00	\$770.00	\$770.00	\$770.00	\$770.00	\$770.00	\$770.00	\$770.00	\$770.00	\$770.00	\$770.00	\$770.00	\$770.00
Cash Ending	\$199,230.00	\$298,175.71	\$391,158.36	\$481,416.31	\$568,762.41	\$651,071.81	\$729,356.82	\$803,517.66	\$873,549.80	\$939,456.88	\$1,001,238.81	\$1,058,991.21	\$100,894.82

(1) Includes collection of intercompany receivables in the amount of \$60,000
 (2) Interest treatment applicable during pendency of Chapter 11 proceedings