

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

IN RE:

CASE NO.: 16-22322-RBR

BARRY S. MITTELBERG P.A.

CHAPTER 11

Debtor.

_____ /

DISCLOSURE STATEMENT FOR BARRY S. MITTELBERG P.A.

I. INTRODUCTION

This is the disclosure statement (the “Disclosure Statement”) in the case of BARRY S. MITTELBERG P.A. (the “Debtor”). This Disclosure Statement contains information about the Debtor and describes the “Plan” filed by the Debtor. 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.***

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,
- 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, 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 Finally Approve This Disclosure Statement and Confirm the Plan

The hearing at which the Court will determine whether to finally approve this Disclosure Statement and confirm the Plan will take place on _____, at _____, at the at the U.S. Bankruptcy Court, _____, Courtroom __, Ft. Lauderdale, FL 33_____.

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 Stan L. Riskin, Esq., 950 S. Pine Island Rd., Ste A-150, Plantation, FL 33324.

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 STAN L. RISKIN, ESQ. by _____.

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

If you want additional information about the Plan, you should contact Stan L. Riskin, Esq., Advantage Law Group P.A., 950 S. Pine Island Road, Suite A-150, Plantation, FL 33324.

C Disclaimer

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

II. BACKGROUND

A. Description and History of the Debtor's Business

The Debtor is a law office operated by Barry S. Mittelberg a Florida attorney and a member in good standing with The Florida Bar since 1984. The law office is located at 1700 University Dr., Ste# 300 in Coral Springs FL. The law firm specializes in Bankruptcy, Personal Injury, and Commercial Litigation. The Debtor's gross revenue is approximately \$550,000.00 per year down from \$750,000.00 due in large measure to the national downturn in bankruptcy filings and loss of immigration work.

B. Insiders of the Debtor

The Debtor is a Florida for profit professional association and Barry S. Mittelberg is the sole owner of the corporation. His salary is \$75,000.00 per year although that amount varies based on the overall net income of the professional association. A car payment of \$629.00 per month is made on his behalf.

C. Management of the Debtor Before and During the Bankruptcy

Before, during and after confirmation Barry S. Mittelberg is and will be the person managing Debtor's assets.

D. Events Leading to Chapter 11 Filing

The Debtor was compelled to file for relief under Chapter 11 of the bankruptcy Code due to the downturn in business and the large amount of unsecured debt, approximately \$395,000.00.

E. Significant Events During the Bankruptcy Case

Debtor has commenced a program to reduce its operating costs. Employees have been reduced to 6 staff and one bookkeeper.

F. Projected Recovery of Avoidable Transfers

There are none.

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 time period for filing claims was 1/3/17. Debtor anticipates objecting to certain claims including but not limited to the claims filed by Circle Lending (CI#4), 1700 Building LLC (CI#6) and the claim filed by IRS (Claim #1).

H. Current and Historical Financial Conditions

At present the Debtor generates \$45,000.00 per month gross revenue. Operating costs exclusive of the principal's salary runs approximately \$35,000.00 per month. This should be reduced to \$32,000.00 per month as cost cutting continues. Any increase in revenue would strictly be speculative. At this point the Debtor would have \$3,200.00 per month to cover the outstanding unsecured debt.

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

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

As required by the Code, the Plan places claims in various classes and describes the treatment each class will receive. The Plan also states whether each class of claims is impaired or unimpaired. If the Plan is confirmed, your recovery will be limited to the amount provided by the Plan. The purpose of the Plan is to reduce the outstanding debt to a manageable amount so as to avoid the closing of the law practice.

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. 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. Other than Debtor's attorney's fees estimated to be \$10,000.00, of which \$5,000.00 has been paid pre-petition, no other claims exist or are anticipated.

These items will be paid in full upon confirmation.

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.

These items will be paid in full upon confirmation.

3 U.S. Trustee's Fees

In addition, all sums required to be paid pursuant to Section 1930(a)(6) shall be paid upon confirmation.

These items will be paid in full upon confirmation.

C Classes of Claims

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

1 *Classes of Secured Claims*

Allowed Secured Claims are claims secured by property of the Debtor's bankruptcy estate 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.

There are no secured claims.

2 *Class of Priority 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.

All such claims of this Class will be paid in full upon confirmation. IRS has filed a claim due to unfiled returns. At this time returns are being prepared and will be filed prior to confirmation.

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.

Claims in this Class shall be paid sixty (60%) percent of their allowed claim within five years of the effective date. At this time there is a total of \$167,000.00 of such claims filed and / or scheduled as undisputed.

4. *Class of Equity Interest Holders*

Equity interest holders are parties who hold an ownership (ie: 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.

D Means of Implementing the Plan

1. Source of Payments

Payments and distributions under the Plan will be funded by the Debtor from its’ revenue as a law practice.

The Post-Confirmation Manager of the Debtor will be Barry S. Mittelberg. He will receive direct compensation for his services and managing the Professional Association.

E. Risk Factors

There are no foreseeable risk factors other than the ability of Debtor to fund the plan from business income from the law practice. Liquidation of Debtor’s assets will produce substantially less value to the creditors. Due to the fact that this is a professional service organization the liquidation value would be based on receivables and physical assets the value of which is minimal.

F. Executory Contracts and Unexpired Leases

The Plan does provide for the rejection of any of Debtor’s executory contracts and unexpired leases on property making up the Bankruptcy estate.

The deadline for filing a Proof of Claim based on a claim arising from the rejection of a

lease or contract is thirty (30) days after the Confirmation. Any claim based on the rejection of a contract or lease will be barred if the proof of claim is not timely filed, unless the Court orders otherwise.

G. Tax Consequences of Plan

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

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.

In this case, the Plan Proponent believes that all creditor classes are impaired and that holders of claims in these classes are therefore entitled to vote to accept or reject the Plan. The Plan Proponent believes that all other classes 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.

What Is an Allowed Claim?

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

The deadline for filing a proof of claim in this case is January 3, 2017 and March 6, 2017 as to governmental units.

The deadline for filing objections to claims is _____.

1. What Is an Impaired Claim?

As noted above, the holder of an allowed claim has the right to vote only if it is in a class that is

impaired under the Plan. As provided in § 1124 of the Code, a class is considered impaired if the Plan alters the legal, equitable, or contractual rights of the members of that class.

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

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

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

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

3 *Who Can Vote in More Than One Class*

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

B Votes Necessary to Confirm the Plan

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

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

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

2. *Treatment of 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 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 holder would receive in a chapter 7 liquidation. There are not any substantial asset of the Debtor. A liquidation of Debtor’s asset would not provide any distribution to the unsecured creditors..

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.

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. Tables showing the amount of anticipated cash on hand on the effective date of the Plan, and the sources of that cash are attached to this Disclosure Statement as **Exhibit B**.

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.

The Plan Proponent projects that the law practice will produce sufficient income to make the required payments under the Plan. Any shortfall in the plan payments will be made up by the Debtor’s principals out of their own personal funds. A projection of future revenue and expenses is attached as Exhibit D.

You should consult with your accountant or other financial advisor if you have any questions pertaining to these projections.

V. EFFECT OF CONFIRMATION OF PLAN

A. Discharge Of Debtor

On the confirmation date of this Plan, the debtor will be discharged from any debt that arose

before confirmation of this 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 will not be discharged of any debt: (i) imposed by this 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).

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 Plan Proponent may also seek to modify the Plan at any time after confirmation only if (1) the Plan has not been substantially consummated and (2) the Court authorizes the proposed modifications after notice and a hearing.

C. Final Decree

Once the estate has been fully administered, as provided in Rule 3022 of the Federal Rules of Bankruptcy Procedure, the 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. MISCELLANEOUS

- A. Notwithstanding any other provisions of the Plan to the contrary, the Debtor shall pay the United States Trustee the appropriate sum required pursuant to 28 U.S.C. §1930(a)(6), within ten (10) days of the entry of the order confirming the Plan, for pre-confirmation periods and simultaneously file all the Monthly Operating Reports for the relevant periods, indicating the cash disbursements for the relevant period. The Debtor, as Reorganized Debtor, shall further pay the United States Trustee the appropriate sum required pursuant to 28 U.S.C. §1930(a)(6), based upon all post-confirmation periods within the time period set forth in 28 U.S.C. §1930(a)(6), based upon all post-confirmation disbursements made by the Reorganized Debtor, until the earlier of the closing of this case by the issuance of a Final Decree by the Bankruptcy Court, or upon the entry of an Order by the Bankruptcy Court dismissing this case or converting this case to another chapter under the United States Bankruptcy Code, and the Reorganized Debtor shall provide to the United States Trustee upon the payment of each post-confirmation payment, and concurrently filed with the Court, Post-Confirmation Quarterly Operating Reports indicating all the cash disbursements for the relevant period.

Barry. S. Mittelberg P.A.. [Plan Proponent]

BY: Barry S. Mittelberg

STAN L. RISKIN [Attorney for Plan Proponent]

EXHIBITS

Exhibit A. Copy of Proposed Plan of Reorganization

United States Bankruptcy Court
Southern District of Florida
Ft. Lauderdale Division

In re:

Case No.16-22322-RBR

BARRY S. MITTELBERG P.A.

Chapter 11

Debtor.

_____ /

BARRY S. MITTELBERG P.A.'S PLAN OF REORGANIZATION

ARTICLE I
SUMMARY

This Plan of Reorganization (the "Plan") under chapter 11 of the Bankruptcy Code (the "Code") proposes to pay creditors of BARRY S. MITTELBERG P.A. (the "Debtor") from Debtor's corporate revenue in such amounts as are set forth herein.

This Plan provides for one (1) class of a priority claim and one (1) class of unsecured claims as detailed below:

A. The priority claim of the INTERNAL REVENUE SERVICE. Claim # 1 will be paid in full on the effective date of the Plan. It should be noted that Debtor intends to object to said claim if it is not amended prior to confirmation.

B. The unsecured claims will be paid 60% of their allowed claims over a term of 5 years..

The Debtors will continue to pay directly and without impairment on all executor contracts and leases.

All creditors 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 priority claim of the Internal Revenue Service (Claim #1) for Debtor's payroll taxes 7/1/16 to 9/6/16 to the extent allowed as a priority claim under §506 of the Code.

2.02. Class 2. The unsecured claims allowed under §502 of the Code, to the extent a timely claim has been filed and allowed

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, and priority tax claims are not required to be put in classes.

3.02 Administrative Expense Claims. Each holder of an administrative expense claim allowed under § 503 of the Code will be paid in full on the effective date of this Plan (as defined in Article VIII), in cash, or upon such other terms as may be agreed upon by the holder of the claim and the Debtor. Generally, these consist of attorney's fees of Debtors' counsel estimated to be \$9,500.00 (of which \$5,000.00 has previously been paid) and are subject to Court approval.

3.03 Priority Tax Claims. To be paid in full on the effective date of the Plan.

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 in full 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 – Priority Claim (IRS – Claim #1)	Unimpaired	Class 1 is unimpaired by this Plan, and will be paid in full on the effective date of the Plan.
Class 2 – Unsecured Claims-	Impaired	Class 2 is impaired by this Plan. Claimants shall be paid 60% of their allowed claims by semi-annual payments for 5 years to be distributed pro rata among all allowed claimants in accordance with the terms of the Plan.

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 Rejected Executory Contracts and Unexpired Leases. The Debtor does reject any executory contracts and/or unexpired leases not specifically set out in this Plan.

6.02 Surrender of Property. The Debtor is to retain all property of the estate except property held pursuant to a rejected lease.

ARTICLE VII
MEANS FOR IMPLEMENTATION OF THE PLAN

7.01 The Debtor's counsel will serve as distribution agent for the first payments to be made to the unsecured creditors; thereafter Debtor will serve as disbursing agent. Debtor will pay secured creditors direct including any required escrow payments.

7.02 On confirmation, all property of the estate shall be retained by the Debtors, except surrendered property set forth in Article VI above.

7.03 The Debtor will continue to make direct payments on all leases and executor contracts.

ARTICLE VIII
GENERAL PROVISIONS

8.01 Definitions and Rules of Construction. The definitions and rules of construction are used in this Plan.

8.02 Effective Date of Plan. The effective date of this Plan is the eleventh business day following the date of the entry of the order of confirmation. But if a stay of the confirmation order is in effect on that date, the effective date will be the first business day after that date on which no stay of the confirmation order is in effect, provided that the confirmation order has not been vacated.

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 Surrender or Abandonment of Property. All property surrendered or abandoned by Debtors prior to the confirmation date of the Plan and not yet effective shall be deemed effective upon confirmation of the Plan.

8.08 United States Trustee's Fees. Notwithstanding any other provisions of the Plan to the contrary, the Debtor shall pay the United States Trustee the appropriate sum required pursuant to 28 U.S.C. §1930(a)(6), within ten (10) days of the entry of the order confirming the Plan, for pre-confirmation periods and simultaneously file all the Monthly Operating Reports for the relevant periods, indicating the cash disbursements for the relevant period. The Debtor, as Reorganized Debtor, shall further pay the United States Trustee the appropriate sum required pursuant to 28 U.S.C. §1930(a)(6), based upon all post-confirmation periods within the time period set forth in 28 U.S.C. §1930(a)(6), based upon all post-confirmation disbursements made by the Reorganized Debtor, until the earlier of the closing of this case by the issuance of a Final Decree by the Bankruptcy Court, or upon the entry of an Order by the Bankruptcy Court dismissing this case or converting this case to another chapter under the United States Bankruptcy Code, and the Reorganized Debtor shall provide to the United States Trustee upon the payment of each post-confirmation payment, and concurrently filed with the Court, Post-Confirmation Quarterly Operating Reports indicating all the cash disbursements for the relevant period.

ARTICLE IX **DISCHARGE**

9.01 Discharge. Confirmation of the Plan does not discharge any debt provided in the Plan until the Court grants a discharge on completion of all payments under the Plan, or as otherwise provided in §1141(d)(5) of the Code. Debtor will not be discharged from any debt excepted from discharge under §523 of the Code, except as provided in Rule 4007(c) of the Federal Rules of Bankruptcy Procedure.

9.02 Reservation of Rights Under Sections 1141(d)(5) and 350(a). The Debtors reserve the right, after confirmation, to seek the closing of this bankruptcy proceeding prior to the entry of an Order of discharge, upon the payment of the initial payment under this Plan, payment of all outstanding quarterly United States Trustee's Fees, and the filing of any outstanding federal income tax returns. Such a request may be granted only upon notice and hearing, with notice to all creditors and interested parties. If such request is granted, then upon the satisfaction of all payments required to be paid pursuant to the Plan to classes 1 thru 3, the Debtor may file a motion to reopen this bankruptcy proceeding, pursuant to 11 U.S.C. §350(b), and the Court may then grant the Debtor a discharge, pursuant to 11 U.S.C. §1141(d)(5). This paragraph only preserves the Debtor's right to seek the relief described above and does not conclusively grant such relief. Creditors' and interested parties' rights to object to such relief shall similarly be preserved until such time as it is requested by the Debtor after confirmation.

ARTICLE X **MODIFICATION AND FINAL DECREE**

10.01 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 Plan may be modified at any time after confirmation of the Plan but before the completion of payments under the Plan, whether or not the Plan has been substantially consummated, upon request of the debtor, the Trustee, the United States Trustee, or the holder of an allowed claim, to:

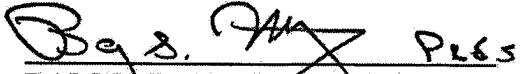
- (1) Increase or reduce the amount of payments on claims of a particular class provided for by the plan;
- (2) Extend or reduce the time period for such payments; or
- (3) Alter the amount of the distribution to a creditor whose claim is

provided for by the plan to the extent necessary to take account of any payment of such claim made other than under the plan.

The Plan Proponent may also seek to modify the Plan at any time after confirmation only if (1) the Plan has not been substantially consummated and (2) the Court authorizes the proposed modifications after notice and a hearing.

10.02 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.

Respectfully submitted,


BARRY S. MITTELBERG, PRESIDENT of
Debtor BARRY S. MITTELBERG P.A.


STAN L. RISKIN, Esq.

FBN 129106

ADVANTAGE LAW GROUP, P.A.
950 S. Pine Island Rd, Ste. A-150
Plantation, FL 33324
Tel: (954) 727-8271
Stan.riskin@gmail.com

Exhibit B – Cash on hand on the effective date of the Plan

Cash on hand on effective date of the Plan:	\$ 9,500.00
<i>Less,</i>	
Amount of administrative expenses payable on effective date of The Plan.	\$ 6,500.00
Amount of statutory costs and charges	\$ 650.00
Amount of cure payments for executory contracts	\$ 0.00
Other Plan Payments due on effective date of the Plan	<u>\$ 2,000.00</u>
Balance after paying these amounts.....	\$ 350.00

The sources of the cash Debtor will have on hand by the effective date of the Plan are estimated as follows:

\$ 7,000.00	Cash in Debtor’s bank account now
<u>+ 2,500.00</u>	Additional cash Debtor will accumulate from net earnings between now and effective date of the Plan
\$ 9,500.00	Total [This number should match “cash on hand” figure noted above

Exhibit C - Summary of Postpetition Operating Reports

INCOME

Not Available

Exhibit D - Revenue and Expense Projection

Expenses:

Operating Expenses	\$34,500.00
Principal's salary and benefits	<u>7,500.00</u>
Total Expense	\$42,000.00

Income:

Legal fees	\$45,000.00
Total Income	\$45,000.00