

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF FLORIDA
WEST PALM BEACH DIVISION**

**CASE NO. 16-25312-EPK
CHAPTER 11**

COMPOUNDING DOCS, INC.

Debtor.

Small Business Case

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AMENDED PLAN OF REORGANIZATION

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ARTICLE I DEFINITIONS

A. **Terms.** The capitalized terms set forth below when used in this Plan shall have the following meanings. All capitalized terms not otherwise defined herein shall be defined as provided for in the Disclosure Statement or in the Bankruptcy Code.

1.1 **Administrative Claim** shall mean a Claim for payment of costs or expenses of administration specified in Sections 503(b) and 507(a)(2) of the Bankruptcy Code, incurred after the Petition Date through the Confirmation Date, including without limitation: (i) the actual, necessary costs and expenses of preserving the Debtor's estate incurred after the Petition Date; (ii) compensation for legal, accounting and other services and reimbursement of expenses awarded pursuant to Sections 330(a) or 331 of the Bankruptcy Code; and (iii) all fees and charges assessed against the Debtor's estate pursuant to Section 1930 of Title 28 of the United States Code.

1.2 **Allow, Allowed, Allowance** or words of similar meaning shall mean with respect to a Claim against the Debtor's estate: (i) that no objection has been interposed within the applicable period of limitation fixed by this Plan or by the Bankruptcy Court and that such period of limitation has expired; or (ii) that the Claim has been allowed for purposes of payment by an order of the Bankruptcy Court that is no longer subject to appeal or certiorari and as to which no appeal or certiorari is pending.

1.3 **Bankruptcy Code (the "Code")** shall mean the Bankruptcy Reform Act of 1978, as amended, Title 11, United States Code, which governs the Chapter 11 Case of the Debtor.

1.4 **Bankruptcy Court (the "Court")** shall mean the United States Bankruptcy Court for the Southern District of Florida, West Palm Beach Division, or any other Court exercising competent jurisdiction over the Chapter 11 Case or any proceeding arising in or related to the Chapter 11 Case.

1.5 **Bankruptcy Rules** shall mean the Federal Rules of Bankruptcy Procedure and the Local Rules of the Bankruptcy Court (including any applicable local rules of the United States District Court for the Southern District of Florida), as now in effect or hereafter amended.

1.6 **Bar Date** shall mean the date by which proofs of claim must be filed against the Debtor's estate.

1.7 **Business Day** shall mean a day other than Saturday, Sunday or legal holidays.

1.8 **Cash** shall mean cash or equivalents, including without limitation checks, bank deposits, proceeds or other similar items.

1.9 **Chapter 11 Case** shall mean the proceeding under Chapter 11 of the Bankruptcy Code for the reorganization of the Debtor herein.

1.10 **Claim(s)** shall have the meaning provided for such terms in Section 101(5) of the Bankruptcy Code.

1.11 **Claim Reserve** shall mean Funds to be held by the Debtor in

respect of a Disputed Claim, pending entry of a Final Order on the allowance or disallowance of such Disputed Claim.

1.12 **Claimant or Creditor** shall mean the holder of a Disputed Claim or Allowed Claim, as the case may be.

1.13 **Class** shall mean a group of Claims or Interests consisting of Claims or Interests which are substantially similar to each other as classified pursuant to the Plan in accordance with Section 1122 of the Bankruptcy Code.

1.14 **Collateral** shall mean with respect to any particular Secured Creditor, any and all of the Debtor's assets which are security for the Claims asserted as Secured Claims by the particular Creditor.

1.15 **Confirmation or Confirmation Date** shall mean the date upon which the Confirmation Order is entered on the Bankruptcy Court's docket.

1.16 **Confirmation Hearing** shall mean the hearing on the confirmation of the Plan, at which time the Court will consider objections to confirmation, if any.

1.17 **Confirmation Order** shall mean the Order of the Bankruptcy Court confirming this Plan pursuant to Section 1129 of the Bankruptcy Code.

1.18 **Creditor** shall mean any person or entity that is a holder of a Claim against the Debtor.

1.19 **Debtor** shall mean COMPOUNDING DOCS, INC.

1.20 **DIP Account(s)** shall mean the bank accounts set up and maintained by the Debtor in approved depositories and which accounts are property of the bankruptcy estate.

1.21 **Disclosure Statement** shall mean the Disclosure Statement for the Plan of Reorganization proposed by the Debtor as approved by the Bankruptcy Court pursuant to Section 1125 of the Bankruptcy Code, as such Disclosure Statement may be amended, modified or supplemented from time to time (and all exhibits and schedules attached thereto or referred to therein).

1.22 **Disbursing Agent** shall mean Directed CDI Investments, LLC., a Florida Limited Liability Company.

1.23 **Disputed Claim** shall mean (i) a liability scheduled on the Schedules or the Amended Schedules as disputed, contingent or unliquidated; or (ii) timely filed proofs of Claim against which an objection is pending, or is filed within the deadline provided in this Plan and which Claim has not been allowed by order of the Bankruptcy Court.

1.24 **Disputed Claim Reserve** shall mean Funds to be held by the Debtor in respect to a Disputed Claim, pending the entry of a Final Order on the allowance or disallowance of such Disputed Claim.

1.25 **Effective Date** shall mean the fifteenth (15th) day after entry of the confirmation Order. In the event of an appeal, absent the entry of a stay, the Effective Date shall be the fifteenth (15th) day after entry of the Confirmation Order. In the event the Confirmation Order is stayed pending appeal, the Effective Date shall be the fifteenth (15th) day after the entry of an Order either lifting the stay or affirming the Confirmation Order.

1.26 **Estate Claims** shall mean claims asserted by the Debtor on behalf

of the Estate, against any third party, whether under the Bankruptcy Code or other applicable law.

1.27 **Final Order** shall mean an order or judgment of the Bankruptcy Court that is appealable of right to the United States District Court for the Southern District of Florida pursuant to Section 158(a) of Title 28, United States Code, whether or not an appeal can be timely taken, is taken or is pending unless the order is stayed pending appeal, and whether or not a timely motion is filed under Bankruptcy Rule 7052 or 9023.

1.28 **Final Report** shall mean the Final Report on Distribution and Request for Entry of Final Decree Closing Case to be filed by the Debtor.

1.29 **General Unsecured Claim or Unsecured Claim** shall mean any Claim against the estate of the Debtor other than an Administrative Claim, a Secured Claim, a Priority Claim or a Priority Tax Claim.

1.30 **Insider(s)** shall have the meaning given such term in Section 101(31) of the Bankruptcy Code, including without limitation, the equity holders of Compounding Docs, Inc. and the members of Directed CDI Investments, LLC.

1.31 **Notice Parties** shall mean all parties entitled to notice of filings or other matters, as set forth in the Plan which includes all Classes, the United States Trustee, the Debtor and Debtor's Counsel, excluding in any particular circumstance the party that itself filed the matter required to be served.

1.32 **Petition Date** shall mean the date that the voluntary petition was filed in the Chapter 11 Case, which date was November 18, 2016.

1.33 **Plan** shall mean this Plan of Reorganization in its entirety, together with all addenda, exhibits, schedules and other attachments hereto, in its present form or as it may be modified, amended or supplemented from time to time.

1.34 **Priority Claim** shall mean any Claim entitled to priority under Section 507 of the Bankruptcy Code other than an Administrative Claim or Priority Tax Claim.

1.35 **Reorganized Debtor** shall mean COMPOUNDING DOCS, INC.

1.36 **Secured Claim** shall mean a Claim pursuant to Section 506(a) of the Bankruptcy Code, which is secured by a lien on property in which the Debtor has an interest or that is subject to set-off under Section 553 of the Bankruptcy Code.

1.37 **Schedules or Amended Schedules** shall mean the Schedules and Amended Schedules filed or which may be filed by the Debtor in the Chapter 11 Case.

1.38 **United States Trustee** shall mean the Assistant United States Trustee for the Southern District of Florida.

1.39 **Unliquidated Claim(s)** shall mean all Claims scheduled as such by the Debtor and any Claim filed by Claimant without a specific dollar amount identified therein.

1.40 **Undefined Terms.** A term used but not defined herein shall have the meaning given to it by the Bankruptcy Code or the Bankruptcy Rules, if used therein.

**ARTICLE II
CLASSIFICATION OF CLAIMS AND INTERESTS**

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

A. Unclassified Claims

2.1 Administrative Claims shall consist of Allowed Claims for liabilities incurred by the Debtor in the ordinary course during the Chapter 11 Case including the Administrative Claims of professionals.

2.2 U.S. Trustee's Fees shall consist of those fees due to the United States Trustee as required pursuant to 28 U.S.C. Section 1930(a)(6).

2.3 Allowed Secured and Priority Tax Claims shall consist of Allowed Priority Claims under 11 U.S.C. Section 507(a)(8) and any Secured Tax Claim that would otherwise meet the description of an unsecured claim under Section 507(a)(8), to the extent that any exist.

B. Classified Claims

2.4 Class 1 – Secured Claim. Class 1 is the secured claimant, Stonegate Bank (f/k/a Regent Bank).

2.5 Class 2 – Secured Claims – Executory Contracts and Leases. Class 2 includes six (6) equipment leases provided by six (6) different leasing companies and one (1) contract to purchase equipment that has a remaining balance due.

2.6 Class 3 – General Unsecured Claims – Active Vendors – Less Than \$1,500. Class 3 has twenty-eight (28) allowed general unsecured claims.

2.7 Class 4 – General Unsecured Claims – Active Vendors – More Than

\$1,500. Class 4 has fifty (50) general unsecured claims that are either contingent, unliquidated, or disputed.

2.8 Class 5 – Equity Holders. Class 5 claimants are equity security holders and insiders of the Debtor.

ARTICLE III TREATMENT OF UNCLASSIFIED CLAIMS

3.1 Administrative Claims. Allowed Administrative Claims shall be paid upon the date which such Claims become due in the ordinary course, in accordance with the terms and conditions of any agreement relating thereto or upon such other dates and terms as may be agreed upon by the holders of such Claims. All other holders of Allowed Administrative Claims (with the exception of professionals who will be paid One Hundred Percent (100%) of the amount allowed by the Bankruptcy Court upon application to the Bankruptcy Court and those Claims otherwise specifically dealt with in the Plan) shall be paid One Hundred Percent (100%) of their respective Allowed Administrative Claims, in cash, unless otherwise ordered by the Bankruptcy Court, upon the latter of (i) the Effective Date, or (ii) the date upon which an order approving payment of such Administrative Claim becomes a Final Order. Debtor's counsel has agreed to accept a total of \$88,000.00 for its fees and costs in this case. After counsel applies its \$25,000.00 pre-petition retainer received prior to Debtor's petition filing, counsel has agreed to accept \$53,000.00 at confirmation, and the remaining \$10,000.00 in two (2) post-confirmation payments of \$5,000.00 each. The filing fee of \$1,717.00 was paid by Debtor prior to

filing. All Fees and costs are subject to Court approval.

3.2 United States Trustee Fees. Notwithstanding any other provisions of the Plan to the contrary, the Debtor shall pay the U.S. Trustee the appropriate sum required pursuant to 28 U.S.C. §1930(a)(6), within 15 days of the entry of the Order confirming the Plan, for pre-confirmation periods and simultaneously provide to the U.S. Trustee an appropriate Affidavit indicating the cash disbursements for the relevant period. The Debtor, as a reorganized Debtor, shall further pay the U.S. Trustee the appropriate sum required pursuant to 28 U.S.C. §1930(a)(6) for post-confirmation periods within the time period set forth in 28 U.S.C. §1930(a)(6), based upon all post-confirmation disbursements made by the reorganized Debtor, until the earlier of the closing of this case by the issuance of a Final Decree by the Court, or upon entry of an Order by the Court dismissing this case or converting this case to another chapter under the U.S. Bankruptcy Code, and the reorganized Debtor shall provide to the U.S. Trustee upon payment of each post-confirmation payment an appropriate Affidavit indicating all the cash disbursements for the relevant period.

3.3 Allowed Secured and Priority Tax Claims. Allowed Priority Tax Claims under Section 507(a)(8) of the Bankruptcy Code shall be paid, in accordance with Section 1129(a)(9)(C) and (D) of the Bankruptcy Code, One Hundred Percent (100%) of the Allowed amount of the Claim over a period ending not later than five (5) years after the Petition Date. Debtor has unliquidated tax claims of the Palm Beach County Tax Collector and a disputed tax claim of the Internal Revenue Service.

**ARTICLE IV
TREATMENT OF CLASSIFIED CLAIMS**

4.1 Class 1 – Secured Claim. Class 1 is a secured claimant and is impaired. *(see Debtor's Disclosure Statement, Exhibit A, Page 54)*. Stonegate Bank (f/k/a Regent Bank), is to be paid at confirmation, the sum of \$99,872.83 to extinguish the debt under Proof of Claim #9; plus \$165,588.75 as payment towards the \$565,588.75 under Proof of Claim #8 claim. The two claims total \$665,461.58. The total amount paid to the Bank on the Effective Date shall be $\$99,872.83 + \$165,588.75 = \$265,461.58$ leaving a balance of the obligation of \$400,000 as a note in good standing.

The \$400,000 remaining is to be re-amortized as a 24 month, balloon note, accruing interest at 5.75% per annum, serviced at \$6,000 per month beginning on the Effective date of the Plan, per to the amortization schedule attached *(see attached Exhibit A - Amortization Schedule, Page 28)*. All conditions precedent for the foregoing arrangement are agreed upon by the Debtor and the Bank; including after the 24 months of agreed payments, the reorganized Debtor will make a balloon payment in the amount of \$296,988.45 to pay-in-full the then current balance of the note.

The secured claimant shall retain all of its existing liens and security interests in all of the assets of the Debtor to secure its Claim. Upon any default by the Debtor in timely paying the Claim, Stonegate shall be entitled to exercise all of its rights and remedies under any security agreement executed by the Debtor, prior to the

commencement of this Bankruptcy case, which shall remain in full force and effect notwithstanding the confirmation of any plan of reorganization.

4.2 Class 2 – Secured Claims – Executory Contracts and Leases. Class 2 includes [1] six (6) equipment leases provided by six (6) different leasing companies, [2] the landlord lease where the Debtor's operations are located, and [3] one (1) equipment purchase contract for an emergency power generator valued at \$51,384.21; including delivery and installation, that the Debtor intends to complete by paying the remaining balance of \$21,384.21. Debtor has remained current under all its leases, does hereby assume all its executory contracts and unexpired leases, and proposes to leave unaltered the legal and contractual obligations with its Class 2 claimants (*see Debtor's Disclosure Statement, Exhibit A, Page 55*).

4.3 Class 3 – General Unsecured Claims – Active Vendors – Less Than \$1,500. General unsecured claims are not secured by property of the estate and are not entitled to priority under § 507(a) of the Code. Class 3 is the allowed general unsecured claims of \$1,500 or less, or the allowed Class 4 claimants who agree to reduce their claim to \$1,500 and agree to be treated as a Class 3 claimant. Subject to final count and amounts; including disposition of several disputed creditors, Class 3 has twenty-eight (28) claimants with a total of \$12,991.04 listed. Debtor proposes to pay its allowed Class 3 claimants (and any Class 4 reduced claimants joining with Class 3 as described above) a pro-rata and without interest share of 25% of \$12,991.04, to equal a dividend of \$3,247.76 distributed to the allowed claims in this Class in one lump sum on or before thirty (30) days after the Effective Date (*see Debtor's*

Disclosure Statement, Exhibit A, Page 56-58).

4.4 Class 4 – General Unsecured Claims – Active Vendors – More Than \$1,500. General unsecured claims are not secured by property of the estate and are not entitled to priority under § 507(a) of the Code. Class 4 includes all other general unsecured allowed claims not otherwise dealt with in the Plan (*see Debtor's Disclosure Statement, Exhibit A, Page 59-63*).

a. Certain priority claims 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.

b. Within Class 4, there are six (6) general unsecured claims that are impaired, and either contingent, unliquidated, or disputed (or all of these). No Proofs of Claim were filed by these creditors, but in view of the costs involved to process these claims, Debtor is choosing to treat these claims as dividend settlements within the Class 3 or Class 4 allowed claimants (including any Class 4 reduced claimants joining with Class 3 as described above), and as such, the amounts set-aside in the Class 3, Class 4 Dividend Settlement Pool include the pro-rata amounts for each of these creditors (with respect to where each such creditor is "classed").

c. Class 4 includes fifty (50) general unsecured creditors that are owed varying amounts ranging from \$.00 (zero) to \$249,455.51 with several claims with amounts scheduled as "unknown" or "disputed":

(1) Claims 1-19 are nineteen (19) unsecured claims of Active Vendors having balances of more than \$1,500 totaling \$311,994.34; including several disputed creditors. Debtor proposes to distribute the sum of \$31,199.34 (10%), pro-rata and without interest, to all allowed Class 4 claimants in one lump sum on or before thirty (30) days after the Effective Date.

(2) Claims 20-45 are twenty-six (26) unsecured Active Vendors having (\$.00) zero balances owed. These creditors are not impaired and cannot vote for or against the Plan.

(3) Claims 46-48 are three (3) purported priority unsecured claims. The first is \$16,000 as the combined amount filed as Proof of Claim(s) #5 and #6, and is unliquidated. The second, and the third, in the amount of \$12,475.00 (POC #13), and \$21,043.26 (POC #22), respectively, are unliquidated, contingent, and disputed. Debtor does not anticipate payment to the first as negotiations are planned with this Claimant in due course, and may lead to a settlement of zero prior to confirmation of the Plan. The Debtor's position as to the second and the third claimant is nothing is due and owing to either claimant. Nevertheless, these claimants are impaired, and if allowed, each of three claims are general unsecured, and not priority unsecured claims.

(4) Claims 49-50 are two (2) loans from two (2) different lenders having UCC filings against the Debtor's assets and revenue. These claimants are impaired. These loans are subordinate to Debtor's Class 1 Claimant, and are under-secured. The underlying collateral for these loans does not have sufficient value to

yield any proceeds to subordinated lenders in the event of liquidation. Debtor proposes to allocate to the lenders, on a pro-rata basis, \$24,945.55 (10% of \$249,455.51) of their allowed claims in one lump sum on or before thirty (30) days after the Effective Date (*see Debtor's Disclosure Statement, Exhibit A, Page 63*).

4.5 Class 5 – Equity Holders. Class 5 claimants are equity security holders of the Debtor (*see Debtor's Disclosure Statement, Exhibit A, Page 63*). Equity holders shall subordinate to the claims of other creditors. Upon the Effective Date, the Reorganized Debtor shall be owned by the same pre-petition equity holders under the assisted management of DCDRx as insiders.

4.5 Insiders – Disclaimed Pre-Petition Loans to Company. In the attempt to avoid a Chapter 11 Bankruptcy filing, insiders made pre-petition loans totaling \$325,000 to Compounding Docs, Inc. These loans are disclaimed in their entirety and no distributions or dividends are to be paid to this Class under the Plan (*see Debtor's Disclosure Statement, Exhibit A, Page 64*).

4.6 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. The Internal Revenue Service has filed its proof of Claim #2 in the amount of \$28,459.27. This claim is disputed. Palm Beach County Tax Collector has filed its Proof of Claim #11 in the amount of \$3,642.04 and is unliquidated (*see Debtor's Disclosure Statement, Exhibit A, Page 64*).

ARTICLE V
IMPLEMENTATION OF THE PLAN/DISBURSING AGENT

5.1 Vesting of the Property of the Estate. On the Effective Date, all property of the Debtor's estate, including any real and personal property interests, shall vest in the Reorganized Debtor.

5.2 Funding of the Plan. The funds necessary for implementation of the Plan are derived from Directed CDRx Investments, LLC, (DCDRx) a recently formed Florida Limited Liability Company for the purpose of investment into the to be reorganized Debtor. DCDRx is a group of investors who are interested in the success of Compounding Docs beyond the near-term. DCDRx recognizes the possible investment benefits and the earnings opportunities that may result from their investment. The Debtor has appropriately disclosed to potential subscribers that making an investment in the post-confirmation Debtor involves a high degree of risk; and that no reliance on forward-looking statements in the Plan or in the company-prepared financial projections is advised when making an investment decision in the company. These cautions are consistent with securities laws and the suitability standards for qualifying prospective investors.

5.3 Disbursing Agent. Counsel for the Debtor shall make the initial distribution contemplated under the Plan. Any future distributions shall be made by DCDI as the Disbursing Agent. DCDI has expressed its commitment to remain as an investor in the Debtor by funding the Plan on the Effective Date, and continuing to fund Debtor's post-confirmation operations and expansion plans.

5.4 Disputed Claims. Any and all objections to any Claim must be filed by the date specified by the Bankruptcy Court. The Debtor may settle any Claim Objection by providing notice to the Notice Parties of the settlement agreement. If (i) the Notice Parties indicate their approval or (ii) the Notice Parties do not provide the Debtor with written notice of an objection to the respective settlement agreement within seven (7) days after the date such notice is received by the Notice Parties, the Debtor shall be authorized to accept and consummate the settlement agreement and record an Allowed Claim in the settled amount. If the Debtor receives any notices of objections to a settlement, then the Debtor will set the proposed settlement for hearing before the Bankruptcy Court and will provide the appropriate notice to the Notice Parties.

5.5 Unclaimed Distributions. If any distribution to a holder of an Allowed Claim pursuant to the Plan remains unclaimed for a period of ninety (90) days after such distribution has been delivered to the holder entitled thereto, the Allowed amount of the Claim upon which such distribution was made shall be canceled and not be entitled to any further distributions hereunder. A distribution of funds is unclaimed if, without limitation, the holder of a Claim entitled thereto does not cash a check or returns a check or if the check mailed to the holder at the address in the Schedules or Amended Schedules or set forth in any proof of claim filed by such holder is returned by the United States Postal Service or any other country's postal service as undeliverable. Any such unclaimed distributions shall be forfeited by the holder and be re-deposited into the Reorganized Debtor's accounts pursuant to

Section 347(b) of the Bankruptcy Code.

5.6 Determination of Tax Liability. Debtor reserves the right to seek determination of any tax liabilities pursuant to Section 505 of the Bankruptcy Code. Debtor may have tax liabilities.

ARTICLE VI EXECUTORY CONTRACTS AND UNEXPIRED LEASES

Debtor does hereby assume all executory contracts and unexpired leases; including agreeing to complete the purchase and installation of a temporary power generator. Debtor's location lease with Polo Commerce Center LLC, 4901 NW 17th Way, #103 Fort Lauderdale, FL 33309 (the "Landlord"), is assumed, and it is the Debtor's position that the terms of the Debtor's assumption of the foregoing lease includes the following:

a. Upon the Effective Date, the Debtor continues making regular monthly rent payments pursuant to the underlying lease agreement. The current monthly rent amount is \$9,033.34, which includes taxes and common area maintenance charges, and will be adjusted accordingly pursuant to the underlying lease agreement.

ARTICLE VII ACCEPTANCE OF REJECTION OF THE PLAN

7.1 Impaired Classes to Vote. Each impaired class of creditors with claims against the Debtor's estate will be entitled to vote separately to accept or reject the Plan. Classes 1, 3, 4, and 5 are impaired and entitled to vote.

7.2 Acceptance by Class of Creditors. A Class of creditors is deemed to

have accepted the Plan if the Plan is accepted by at least two-thirds (2/3) in amount and more than one-half (1/2) in number of Allowed Claims of such Class that vote.

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

ARTICLE VIII MISCELLANEOUS

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

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

8.3 Confirmation Order Controls. To the extent the Disclosure Statement is inconsistent with the Plan, the Plan shall control. With the exception of the loan documents supporting the allowed secured claims of Stonegate Bank, to the extent that the Plan, the Disclosure Statement or any agreement entered into between or among the Debtor and any third party is inconsistent with the Confirmation Order, the Confirmation Order shall control. For the avoidance of all doubt, the loan documents supporting the allowed secured claims of Stonegate Bank shall control to the extent any inconsistency exists with the Disclosure Statement, Plan, or Confirmation Order.

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

8.5 Tax Returns. For purposes of any future analysis regarding appellate issues (including the mootness of any appeal of the Confirmation Order which has not been stayed), modification of the Plan, administration of the Plan and

jurisdiction of the Bankruptcy Court, the Plan shall be deemed to have been substantially consummated upon the Effective Date. Nothing herein, however, shall limit or affect the Bankruptcy Court's retention of jurisdiction under this Plan. The Debtor shall be entitled to seek a Final Decree from the Bankruptcy Court prior to the completion of distributions to Holders of Allowed Claims.

8.6 Terms of the Plan are Binding. Pursuant to Section 1141 of the Bankruptcy Code, the Plan and all of its terms, when approved and confirmed by the Bankruptcy Court, shall be binding upon, including without limitation, the Debtor, the Debtor's estate, the Reorganized Debtor, the Committee, all holders of Claims, Allowed or not, and their respective successors and assigns. If, after the Confirmation Date, any term or provision of this Plan is determined to be unenforceable, the remaining terms and provisions shall nonetheless continue in full force and effect.

8.7 Injunction. *With the exception of any default remedies Stonegate Bank may assert under the loan documents supporting the allowed secured claims in favor of Stonegate Bank which are expressly preserved under the Plan, the Confirmation Order shall act as an injunction:*

(a) Against the filing, commencing, conducting or continuing in any manner, directly or indirectly, any suit, action or other proceeding (including without limitation, any proceeding in a judicial, arbitral, administrative or other forum) against or affecting the Debtor and/or Insiders, with respect to any property of any of the foregoing or any direct or indirect transferee of any property of, or

direct or indirect successor in interest to, any of the foregoing, or any property of any such transferee or successor except as specifically authorized in the Plan;

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

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

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

(e) Proceeding in any manner and any place with regard to liquidating any Claim in any forum other than the United States Bankruptcy Court

for the Southern District of Florida, West Palm Beach Division, or, if that Court does not have jurisdiction thereon, in the United States District Court for the Southern District of Florida, West Palm Beach Division, or in such forum deemed appropriate by the Debtor.

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

8.9 Section Headings. Headings are utilized in this Plan for the convenience of reference only and shall not constitute a part of this Plan for any other purpose.

ARTICLE IX RETENTION OF JURISDICTION

From and after entry of the Confirmation Order, the Bankruptcy Court shall retain jurisdiction as is legally permissible over these proceedings for the following purposes:

(a) To hear and determine any and all objections to the allowance of any claim or controversy as to the classification of claims;

(b) To hear and determine any and all applications for compensation and reimbursement of expenses to professionals as well as to hear and determine claims entitled to priority under §507 of Title 11;

(c) To enable the Debtor to prosecute any and all proceedings which may be brought to set aside liens or encumbrances and to recover any transfers, assets, properties or damages to which the Debtor may be entitled under applicable provision of the Bankruptcy Code or any other Federal, State or local laws; including causes of action, controversies, disputes, and conflicts between the Debtor and any other party, including but not limited to any causes of action for objections to claims, fraudulent or preferential transfers, actions for relief from stay and obligations or equitable subordination; and to enter any Order assuring that good, sufficient and marketable title is conveyed to the purchasers of the Estate's property.

(d) To consider any necessary valuation under §506 of the Code, and any proceeding to determine the amount, validity and priority of liens in connection with the property of the Estate.

(e) To determine the rights of any party in respect to assumption or rejection of any executory contracts or unexpired leases.

(f) To correct any defect, cure any omission or reconcile any inconsistency in the Plan or Order of Confirmation, as may be necessary to carry out the purposes and intent of this Plan.

(g) To modify this Plan after Confirmation, pursuant to the Code.

(h) To enforce and interpret the terms and conditions of this Plan.

(i) To enter Orders to enforce the rights, title and powers of the Estate as the Court may deem necessary.

**EXHIBIT A
STONEGATE BANK AMORTIZATION SCHEDULE**

COMPOUNDING DOCS, INC.

**CASE NO. 16-16312-EPK
CHAPTER 11**

				YEAR	Interest Paid	Principal Paid
Loan Amount	\$ 400,000.00	Date of Loan	7/30/2017	1	21,960.68	50,039.32
Amortization Period (mos.)	120		8/30/2017	2	19,027.77	52,972.23
Interest Rate	5.75%	# of Int. Payments per year	12	3	-	-
360/365	yes			4	-	-
APR	5.84%	1st Principal Payment Date	8/30/2017	5	-	-
		# of Principal Payments/year	12	6		
Fixed Principal Amount				7	-	-
Actual Payment				8	-	-
Calculated Payment	\$6,000.00			9	-	-
Balloon Period	24			10	40,988.45	103,011.55

No.	Date of Loan Payment	Beginning Outstanding	Interest Paid	Principal Paid	Ending Outstanding	Accumulated Interest	Accumulated Principal
	7/30/2017				\$ 400,000.00		
1	8/31/2017		1,982.43	4,017.57	\$ 395,982.43	1,982.43	4,017.57
2	9/30/2017	\$ 395,982.43	1,899.21	4,100.79	\$ 391,881.64	3,881.64	8,118.36
3	10/30/2017	\$ 391,881.64	1,879.54	4,120.48	\$ 387,761.18	5,761.18	12,238.82
4	11/30/2017	\$ 387,761.18	1,921.77	4,078.23	\$ 383,682.95	7,682.95	16,317.05
5	12/30/2017	\$ 383,682.95	1,840.22	4,159.78	\$ 379,523.17	9,523.17	20,476.83
6	1/30/2018	\$ 379,523.17	1,880.94	4,119.06	\$ 375,404.11	11,404.11	24,595.89
7	2/28/2018	\$ 375,404.11	1,860.53	4,139.47	\$ 371,264.64	13,264.64	28,735.36
8	3/30/2018	\$ 371,264.64	1,661.95	4,338.05	\$ 366,926.59	14,926.59	33,073.41
9	4/30/2018	\$ 366,926.59	1,818.51	4,181.49	\$ 362,745.10	16,745.10	37,254.90
10	5/30/2018	\$ 362,745.10	1,739.80	4,260.20	\$ 358,484.90	18,484.90	41,515.10
11	6/30/2018	\$ 358,484.90	1,776.68	4,223.32	\$ 354,261.57	20,261.57	45,738.43
12	7/30/2018	\$ 354,261.57	1,699.11	4,300.89	\$ 349,960.68	21,960.68	50,039.32
13	8/30/2018	\$ 349,960.68	1,734.43	4,265.57	\$ 345,695.11	23,695.11	54,304.89
14	9/30/2018	\$ 345,695.11	1,713.29	4,286.71	\$ 341,408.40	25,408.40	58,591.60
15	10/30/2018	\$ 341,408.40	1,637.46	4,362.54	\$ 337,045.86	27,045.86	62,954.14
16	11/30/2018	\$ 337,045.86	1,670.42	4,329.58	\$ 332,716.28	28,716.28	67,283.72
17	12/30/2018	\$ 332,716.28	1,595.77	4,404.23	\$ 328,312.05	30,312.05	71,687.95
18	1/30/2019	\$ 328,312.05	1,627.14	4,372.86	\$ 323,939.19	31,939.19	76,060.81
19	2/28/2019	\$ 323,939.19	1,605.48	4,394.54	\$ 319,544.66	33,544.66	80,455.34
20	3/30/2019	\$ 319,544.66	1,430.43	4,569.57	\$ 314,975.08	34,975.08	85,024.92
21	4/30/2019	\$ 314,975.08	1,561.04	4,438.96	\$ 310,536.12	36,536.12	89,483.88
22	5/30/2019	\$ 310,536.12	1,489.39	4,510.61	\$ 306,025.51	38,025.51	93,974.49
23	6/30/2019	\$ 306,025.51	1,516.68	4,483.32	\$ 301,542.20	39,542.20	98,457.80
24	7/30/2019	\$ 301,542.20	1,446.26	4,563.74	\$ 296,988.45	40,988.45	103,011.55
25	8/30/2019	\$ -	-	-	\$ -	40,988.45	103,011.55
26	9/30/2019	\$ -	-	-	\$ -	40,988.45	103,011.55
27	10/30/2019	\$ -	-	-	\$ -	40,988.45	103,011.55
28	11/30/2019	\$ -	-	-	\$ -	40,988.45	103,011.55
29	12/30/2019	\$ -	-	-	\$ -	40,988.45	103,011.55
30	1/30/2020	\$ -	-	-	\$ -	40,988.45	103,011.55
31	2/28/2020	\$ -	-	-	\$ -	40,988.45	103,011.55
32	3/30/2020	\$ -	-	-	\$ -	40,988.45	103,011.55
33	4/30/2020	\$ -	-	-	\$ -	40,988.45	103,011.55
34	5/30/2020	\$ -	-	-	\$ -	40,988.45	103,011.55
35	6/30/2020	\$ -	-	-	\$ -	40,988.45	103,011.55
36	7/30/2020	\$ -	-	-	\$ -	40,988.45	103,011.55
37	8/30/2020	\$ -	-	-	\$ -	40,988.45	103,011.55