

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

In re:

Travelers of America, Inc.

Case No. 17-13341-AJC
Chapter 11

Debtor-In-Possession.

_____ /

**DEBTOR’S AMENDED CHAPTER 11 PLAN
REORGANIZATION FOR TRAVELERS OF AMERICA, INC.**

August 13, 2018

TRAVELERS OF AMERICA, INC. the Debtor-In-Possession, by and through undersigned counsel files this Amended Plan of Reorganization in accordance with the provisions of 11 U.S.C. §1125, in order to provide Creditors entitled to vote on the proposed Amended Plan of Reorganization with adequate information in order to make an informed vote upon the proposed plan.

DEBTOR:

ATTORNEY FOR DEBTOR:

Travelers of America, Inc.

/s/ Eduardo De. Grijze

/s/ Chad Van Horn, Esq.

By: _____

By: _____

Eduardo De Grijze

Chad Van Horn, Esq.

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SEE SUMMARY OF CHANGES ON PAGE 2

SUMMARY OF CHANGES

1. *Removed all provisions related to conditional injunctions, consistent with mandate of Section 524(e) of the Code.*
2. *The treatment of Class 13 pertaining to the “Legal Fee Complaints” has been amended to correctly state the number of monthly payments and extend the tolling of the Statute of Limitation in the case of default.*
3. *The unsecured claim of ENGS, as set forth in Class 2, has been increased from \$4,008.72 to \$108,391.04. (treated in Class 12).*
4. *The increase in the ENGS unsecured claim increases the total of Class 12 claims from \$1,802,205.60 to \$1,906,587.92 and decreases the payment to each unsecured creditor from 6.21% to 5.87% of each claim.*
5. *The treatment of MBFS (Class 8) was amended to add: “Except as modified by the Plan, the provisions of the existing loan documents apply.”*
6. *The address for Class 10 secured creditor Centennial Bank has been changed to: “15 East South Temple, Suite 300, Salt Lake City UT 84101”.*
7. *An Amended Projected Income has been attached as Exhibit “D” to include, in detail, the total Plan payments during the term of the Plan.*

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INTRODUCTION

The Debtor-in-Possession, Travelers of America, Inc., proposes this Amended Chapter 11 Plan of Reorganization (as defined more fully below, the “Plan”) pursuant to 11 U.S.C. §1121 of the United States Bankruptcy Code.

Reference is made to the Amended Disclosure Statement (as defined more fully below, the “Disclosure Statement”) accompanying this Plan for a discussion of, among other things, the major events of this Chapter 11 Case, treatment of Claims against and interests in the Debtor, preservation of litigation claims, risk factors, liquidation analysis, tax implications, alternatives to the Plan, a summary and analysis of this Plan, and certain related matters.

All Holders of Claims against and Equity Interests in the Debtor entitled to vote on the Plan are encouraged to read the Plan and the Disclosure Statement in their entirety before voting to accept or reject the Plan. Your rights may be affected. You should read these papers carefully and discuss them with your attorney. (If you do not have an attorney, you may wish to consult one.)

Subject to certain restrictions and requirements set forth in 11 U.S.C. §1127, Bankruptcy Rule 3018, and in this Plan, the Debtor reserves the right to alter, amend, modify, revoke, or withdraw this Plan prior to the Effective Date (as defined below).

ARTICLE I

Definitions

For the purpose of this Plan, the following terms shall have the respective meanings set forth below and such meanings shall be equally applicable to the singular and plural forms of the terms defined unless the context requires otherwise.

“Administrative Creditor” shall mean any creditor entitled to payment of an Administrative Expense Claim.

“Administrative Expense” shall mean any cost or expense of administration of this Estate allowed by the Court pursuant to Section 503(b) of the Bankruptcy Code, including, without limitation, any actual and necessary expenses of preserving the Estate and any actual and necessary expenses of operating the business of the Debtor.

“Allowed Amount” shall mean with respect to a Claim, (a) the amount of a Claim that was listed in the Debtor’s Schedules (as originally filed in this Case) as not disputed, contingent or unliquidated, if the holder of such Claim has not filed a proof of claim with the Court within the applicable period of limitation fixed by the Court pursuant to Rule 3003(c)(3) of the Rules, or (b) if a holder of a Claim has filed a proof of claim with the Court within the applicable period of limitation fixed by the Court pursuant to 3003(c)(3) of the Rules: (i) the amount stated in such proof of claim or in the Schedules if no objection to such proof of claim or amount listed in the Schedules has been interposed within the applicable period of limitation fixed by the Code or Rules, or as otherwise fixed by the Court, or (ii) such amount as shall be fixed by an order of the Court which has become a Final Order, if an objection has been interposed within the applicable

period of limitation fixed by the Code, the Rules, or the Court, or (c) with respect to a Fee Request, such amount as shall be fixed by an order of the Court which has become a Final Order. In no event shall the Allowed Amount of any Priority Claim or Unsecured Claim include interest accrued on such Claim after the Filing Date.

“Allowed Claims” shall mean a claim (a) in respect of which a proof of claim has been filed with the Court within the applicable period of limitation fixed by Rule 3003 or (b) scheduled in the list of creditors prepared and filed with the Court pursuant to Rule 1007(b), and which is not listed as disputed, contingent or unliquidated as to amount, and in either case as to which no objection to the allowance thereof has been interposed within any applicable period of limitation fixed by Rule 3003, or by order of the court, or as to which any such objection has been determined by an order or judgment which is no longer subject to appeal or certiorari proceeding and as to which no appeal or certiorari proceeding is pending. Allowed claim shall not include interest on the principal amount of such claim subsequent to the Petition Date, except as may be otherwise provided herein.

“Allowed Secured Claim” means an Allowed Claim secured by the Property in an amount equal to the lesser of the Allowed Claim of that creditor or the value of the Property, as determined by the Court pursuant to 11 U.S.C. § 506, minus the amount of any Allowed Claim secured by a senior lien against the same Property, unless the holder of the claim elects pursuant to § 1111(b) in which event the Allowed Secured Claim shall be equal to the Allowed Claim.

“Article” shall mean one of the numbered Articles of the Plan.

“Ballot” shall mean the ballot accompanying the Disclosure Statement upon which holders of Claims and Equity Interests in each Impaired Class of Claims and Equity Interests that are entitled to vote on the Plan shall indicate their acceptance or rejection of the Plan and, if applicable, such other elections as may be made thereon are to be indicated.

“Ballot Deadline” shall mean the last day established by order of the Court for filing a Ballot with the Clerk of the Court.

“Bankruptcy Code” means Title I of the Bankruptcy Reform Act of 1978, as Amended, 11 U.S.C. Section 101, et seq.

“Bankruptcy Court” means the United States Bankruptcy Court for the Southern District of Florida having jurisdiction over the Chapter 11 Case.

“Bankruptcy Rules” means the Federal Rules of Bankruptcy Procedure, as amended, as applicable to cases pending before the Bankruptcy Court.

“Business Day” shall mean a day other than a Saturday, a Sunday, or a day on which commercial banks in Miami, Florida are authorized or required to close.

“Case” shall mean the Chapter 11 Case No. 17-13341-AJC, pending before the United States Bankruptcy Court for the Southern District of Florida, in which Travelers of America, Inc. is the Debtor.

“Chapter 11” means Chapter 11 of the Bankruptcy Code.

“Causes of Action” means any and all of the Estate's and the Debtor's actions, Claims, demands, rights, defenses, counterclaims, cross-claims, suits, causes of action, liabilities, obligations, debts, judgments, remedies, damages, recoupments, setoffs, cross claims, counterclaims, third party claims, indemnity claims, contribution claims, and any other claims, whether known or unknown, foreseen or unforeseen, direct or indirect/derivative, choate or inchoate, in law, equity or otherwise, including but not limited to: (i) the claims for listed in Debtor's Schedules; and (ii) the right to recover transfers voidable or recoverable under Bankruptcy Code §§ 502, 542, 543, 544, 545, 547, 548, 549, 550, 551, and/or 553, and any and all other claims or rights of any value whatsoever, at law or in equity, against any Creditor or other third party, including any and all claims against any Insiders, members, officers, directors, managers or employees of the Debtor, including any claims for contribution or indemnification for any unauthorized post-petition obligations or transactions and any transaction or obligation incurred by the Debtor not otherwise approved by the Bankruptcy Court; provided, however, that, when used in the Plan, the term Causes of Action does not include any Claims, obligations, suits, judgments, damages, rights, remedies, causes of action, charges, costs, debts, indebtedness, or liabilities released or waived pursuant to the terms of the Plan or by a Final Order of the Bankruptcy Court. A Cause of Action will not under any circumstances be waived as a result of the failure of the Debtor to describe such Cause of Action with specificity in the Plan or the Disclosure Statement, and nothing in the Plan operates as a release of any of the Causes of Action except as specifically provided in the Plan.

“Claim” shall have the meaning as set forth in 11 U.S.C., §101 and include any right to payment or right to an equitable remedy for breach of performance if such breach gives rise to a right to payment, against the Debtor in existence on or as of the Petition Date, whether or not such right to payment or right to an equitable remedy is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, secured or unsecured.

“Class” shall mean a group of Claims or Equity Interests classified together pursuant to Article II of the Plan.

“Confirmation Date” shall mean the date upon which the Order confirming the Plan is entered by the Court in accordance with the provisions of Chapter 11 of the Code.

“Confirmation Order” shall mean an Order entered by the Bankruptcy Court, District Court, or other appellate Court confirming this Plan.

“Consummation Date” shall mean the date on which the Confirmation Order becomes a Final Order.

“Court” shall mean the United States Bankruptcy Court for the Southern District of Florida, in which the Debtor's Chapter 11 case, pursuant to which this Plan is proposed, is pending, and any court having competent jurisdiction to hear appeals or certiorari proceedings therefrom.

“Creditor” shall mean the holder of an allowed Claim.

“Debtor(s)” shall mean Travelers of America, Inc.

“Disclosure Statement” shall mean the Debtor’s Amended Disclosure Statement in its present form or as may hereafter be amended, modified or supplemented in accordance with the terms hereof or in accordance with the Code.

“Effective Date” shall be the thirtieth (30th) day following the date upon which the Order is entered by the Court confirming the Plan in accordance with the provisions of Chapter 11 of the Code.

“Equity Interest” shall mean any interest in Travelers of America, Inc. represented by membership interests.

“Final Order” shall mean an order or a judgment of the Court which has not been stayed and as to which order or judgment (or any revisions, modification or amendment thereof) the time to appeal or seek review or rehearing has expired.

“Impaired Claim” shall mean any class of creditors whose claims are impaired by payments as proposed in this Plan, in accordance with 11 U.S.C. §1124.

“Person” or **“Persons”** shall mean an individual, corporation, partnership, joint venture, trust, estate, unincorporated organization, or a government or any agency or political subdivision thereof or other entity.

“Petition Date” shall mean March 20, 2017, the date on which the Debtor filed its voluntary Chapter 11 Petition with the Court.

“Plan” shall mean this Amended Chapter 11 Plan of Reorganization in its present form or as may hereafter be amended, modified or supplemented in accordance with the terms hereof or in accordance with the Code.

“Priority Claim” shall mean any claim, other than administrative expense or a tax claim, to the extent entitled to priority in payment under 11 U.S.C. §507(a).

“Priority Creditor” shall mean any creditor that is the holder of a priority claim.

“Priority Non-Tax Claim” shall mean any claim to the extent entitled to priority in payment under 11 U.S.C. §§ 507(a)(3), (4), (5), (6), or (7).

“Priority Tax Claim” shall mean any claim to the extent entitled to priority in payment under 11 U.S.C. § 507(a)(8).

“Projections” shall mean the Debtor’s financial projections filed with the Court prior to Confirmation.

“Pro Rata” shall mean proportionately, so that the ratio of the amount of consideration distributed to an account of a particular Allowed Claim or Equity Interest to the Allowed

Amount of such Claim or Equity Interest is the same as the ratio of the amount of consideration distributed on account of all Allowed Claims or Allowed Equity Interests of the Class in which the particular Claim or Equity Interest is included to the amount of all Allowed Claims or Equity Interests of that Class, unless otherwise defined in the Plan. Whenever a Disputed Unsecured Claim or Disputed Equity Interest has not been finally resolved, an appropriate reserve for payment of such Disputed Unsecured Claim or Disputed Equity Interest shall be established so that there will be sufficient consideration available to make a Pro Rata distribution to the holder of such Disputed Unsecured Claim or Disputed Equity Interest upon final resolution of the dispute.

“Professional Person” mean attorneys, accountants, appraisers or other professionals within the meaning of Section 327 of the Bankruptcy Code, employed with the approval of the Bankruptcy Court.

“Reorganized Debtor” means Travelers of America, Inc.

“Rules” shall mean the Federal Rules of Bankruptcy Procedure and the Local Bankruptcy Rules as adopted by the Court.

“Secured Claim” means any Claim that is secured pursuant to Section 506 of the Bankruptcy Code.

“Secured Creditor” means any Creditor that holds a Secured Claim.

“Tax Creditor” means any creditor that holds a tax claim.

“Unimpaired Claim” shall mean any class of creditors whose claim are not impaired under the Plan in accordance with 11 U.S.C. §1124.

“Unsecured Claim” shall mean all claims other than administrative expense claims, secured claims, priority claims, and tax claims.

“Unsecured Creditor” means any creditor that is the holder of an unsecured claim.

ARTICLE II

Treatment of Claims and Equity Interests

The treatment of and consideration to be received by holders of Allowed Claims or Allowed Interests pursuant to this Article and the Plan shall be in full satisfaction, settlement, release, extinguishment, and discharge of their respective Claims against or interests in the Debtor and the estate, except as otherwise provided in the Plan or the Confirmation Order. The holders of liens satisfied, discharged, and released under the Plan shall execute any and all documentation reasonably requested by the Debtor or the reorganized Debtor evidencing the satisfaction, discharge and release of such liens.

A. Unclassified Claims

Allowed Administrative Claims

Each holder of an Allowed Administrative Claim shall receive, in full satisfaction, settlement, release and discharge of such Allowed Administrative Claim, either (A) an amount equal to the unpaid amount of such Allowed Administrative Claim in cash commencing on the later of (i) the Effective Date, (ii) the date that such Claim becomes an Allowed Administrative Claim by a Final Order, or (iii) a date agreed to by the Claimholder and the Debtor; or (B) such other treatment (i) as may be agreed upon in writing by the Claimholder and the Debtor, or (ii) as the Bankruptcy Court has ordered or may order. Notwithstanding the foregoing, Allowed Administrative Claims representing (a) liabilities, accounts payable or other Claims or obligations incurred in the ordinary course of business of the Debtor consistent with past practices subsequent to the Petition Date, shall be paid or performed by the Debtor in accordance with the terms and conditions of the particular transactions relating to such liabilities and any agreements or contracts relating thereto; provided, notwithstanding any contract provision, applicable law or otherwise, that entitles a holder of an Allowed Administrative Claim to post-petition interest, no holder of an Allowed Administrative Claim shall receive post-petition interest, on account of such Claim.

Compensation of professionals and reimbursement of expenses incurred by professionals are Administrative Claims pursuant to sections 503(b)(2), 503(b)(3), 503(b)(4) and 503(b)(5) of the Code (the “**Professional Fees and Expenses Claims**”). All payments to Professionals for Professional Fees and Expenses Claims will be made in accordance with the procedures established by the Code, the Rules and the Court relating to the payment of interim and final compensation for services rendered and reimbursement of expenses. The Court will review and determine all applications for compensation for services rendered and reimbursement of expenses.

All entities seeking an award by the Court of Professional Fees and Expenses shall file their respective final applications for allowance of compensation for services rendered and reimbursement of expenses incurred through the Effective Date pursuant to section 330 of the Code and Rule 2016 by the date that is ten (10) days after the Effective Date or such other date as may be fixed by the Court.

Priority Tax Claims

Each holder of an Allowed Priority Tax Claim shall receive, at the sole discretion of the Debtor, and in full satisfaction, settlement, release, and discharge of and in exchange for such Allowed Priority Tax Claim, (A) an amount equal to the unpaid amount of such Allowed Priority Tax Claim in cash commencing on the later of (i) the Effective Date, (ii) the date that such Claim becomes an Allowed Priority Tax Claim by a Final Order, or (iii) a date agreed to by the Claimholder and the Debtor; (B) as provided in section 1129(a)(9)(C) of the Bankruptcy Code, cash payments made in equal monthly installments beginning on the Effective Date, with the final installment payable not later than the sixtieth (60th) month following the Petition Date, together with interest (payable in arrears) on the unpaid portion thereof at 18% from the Effective Date through the date of payment thereof; or (C) such other treatment as to which the

Debtor and such Claimholder shall have agreed in writing or the Bankruptcy Court has ordered or may order; provided, however, that the Debtor reserves the right to pay any Allowed Priority Tax Claim, or any remaining balance of any Allowed Priority Tax Claim, in full at any time on or after the Effective Date without premium or penalty; and, provided further, that no holder of an Allowed Priority Tax Claim shall be entitled to any payments on account of any pre-Effective Date interest accrued on or penalty arising before or after the Petition Date with respect to or in connection with such Allowed Priority Tax Claim.

U.S. Trustee Fees

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

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

TYPE	ESTIMATED AMOUNT OWED	PROPOSED TREATMENT
Expenses Arising in the Ordinary Course of Business After the Petition Date	\$0.00 (Paid in Regular Course of Business)	Paid in full on the Effective Date of the Plan, or according to terms of obligation, if later. The Debtor has been paying post-petition expenses in the normal course, and does not believe that any amounts are due and owing.
The Value of Goods Received in the Ordinary Course of Business Within 20 Days Before the Petition Date	\$0.00	N/A
Professional Fees, as approved by the Court	Est. \$40,000.00	Paid in full on the Effective Date of the Plan, or according to a separate agreement, or according to Court order if such fees have not been approved by the Court on the Effective Date of the Plan.
Clerk’s Office Fees	\$0.00	N/A
Other Administrative Expenses	\$0.00	N/A
Office of the U.S. Trustee Fees	Est. \$1250	Paid in full on the Effective Date of the Plan.
TOTAL	Est. \$41,250.00	

B. Classes of Secured Claims

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

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

<p>Class 1– Secured Claim of Direct Capital Corporation [Claim #25-1]</p> <p>Claim Amt: \$227,949.79 Secured Claim: \$217,867.50</p> <p>Commercial Vehicle Loan on 8 vehicles</p> <p>Maturity Date: 48 months</p> <p>Interest Rate: 5.5%</p> <p>Monthly Payment Amt for 36 months: \$5,558.00; reduced to \$3,444 for months 37-48.</p>	<p>Impaired</p>	<p>Class 1, the Secured Claim of Direct Capital, Inc. in the amount of \$217,867.50 is impaired by the Plan. Class 1 claim is secured by the following 8 vehicles:</p> <table border="1" data-bbox="847 401 1490 1079"> <tr> <td>2010</td> <td>utility trailer</td> <td>1UYVS2534AM927321</td> </tr> <tr> <td>2010</td> <td>utility trailer</td> <td>1UYVS253XAM886127</td> </tr> <tr> <td>2013</td> <td>utility trailer</td> <td>1UYVS2537DM779122</td> </tr> <tr> <td>2009</td> <td>Wabash</td> <td>1JJV532W59L274730</td> </tr> <tr> <td>2009</td> <td>Wabash</td> <td>1JJV532W59L276235</td> </tr> <tr> <td>2009</td> <td>Wabash</td> <td>1JJV532W19L274658</td> </tr> <tr> <td>2011</td> <td>utility trailer</td> <td>1UYVS2533BU072127</td> </tr> <tr> <td>2011</td> <td>utility trailer</td> <td>1UYVS253XBU072108</td> </tr> </table> <p>By Agreed Order (DE#85) Debtor proposes to treat said claim as totally secured in the amount of \$217,867.50. Repayment shall be based upon a 48 month amortization, at an interest rate of 5.5% resulting in equal monthly principal and interest payments of \$5,558.00 for 36 months; and reduced to \$3,444 for months 37 through 48..</p> <p>Payments commenced on May 31, 2017 as adequate protection payments and continuing the first day of each month thereafter, and becoming Plan payments upon the confirmation of a Plan. Payments will be made to:</p> <p>Direct Capital Corporation c/o Ryan Hodsdon, 155 Commerce Way, Portsmouth, NH 03801</p> <p>The Secured Creditor shall have a lien on the secured collateral until the loan is paid in full.</p> <p>All other terms of the Agreed Order at DE 85 are incorporated by reference.</p> <p>\$10,082.29 of the claim shall be treated as an unsecured claim and will be paid pursuant to Class 12.</p>	2010	utility trailer	1UYVS2534AM927321	2010	utility trailer	1UYVS253XAM886127	2013	utility trailer	1UYVS2537DM779122	2009	Wabash	1JJV532W59L274730	2009	Wabash	1JJV532W59L276235	2009	Wabash	1JJV532W19L274658	2011	utility trailer	1UYVS2533BU072127	2011	utility trailer	1UYVS253XBU072108
2010	utility trailer	1UYVS2534AM927321																								
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2011	utility trailer	1UYVS2533BU072127																								
2011	utility trailer	1UYVS253XBU072108																								

<p>Class 2– Secured Claim of ENGS Commercial Finance Company</p> <p>Claim Amt: \$404,815.95</p> <p>Secured claim:\$ 296,424.91</p> <p>Commercial Vehicle Loan on 5 vehicles</p> <p>Maturity Date: 60 months</p> <p>Interest Rate: 5.5%</p> <p>Monthly Payment Amt: \$5,71246</p> <p>Unsecured claim: \$ \$108,391.04 shall be treated in Class 12.</p>	<p>Impaired</p>	<p>Class 2, the Secured Claim of ENGS Commercial Finance Company in the amount of \$296,424.91 is impaired by the Plan. Class 2 claim is secured by the following 5 vehicles:</p> <table border="1" data-bbox="847 359 1490 688"> <tr> <td>2011</td> <td>utility trailer</td> <td>1UYVS2533BU892546</td> </tr> <tr> <td>2010</td> <td>utility trailer</td> <td>1UYVS2532AU977148</td> </tr> <tr> <td>2011</td> <td>freight cascadia</td> <td>1FUJGLDR9BSAT0577</td> </tr> <tr> <td>2016</td> <td>freight cascadia</td> <td>1FUJGLBG9GLHG4229</td> </tr> <tr> <td>2016</td> <td>freight cascadia</td> <td>3AKJGLD52GSHB8452</td> </tr> </table> <p>By Agreed Orders (DE#40, 41, 42, 43, 44) Debtor proposes to treat said claim as secured in the total amount of \$296,424.91. Repayment shall be based upon a 60 month amortization, at an interest rate of 5.5% resulting in 60 equal monthly principal and interest payments of \$5,712.46. \$108,391.04 of the claim shall be treated as an unsecured claim and will be paid pursuant to Class 12.</p> <p>Payments commenced on May 31, 2017 as adequate protection payments and continuing the first day of each month thereafter, and becoming Plan payments upon the confirmation of a Plan. Payments will be made to:</p> <p>Engs Commercial Finance, Attn: Senior Manager Legal Accounts, 2441 Warrenville Road, Suite 310, Lisle, IL 60532.</p> <p>The Secured Creditor shall retain a lien(s) on the secured collateral until the loan is paid in full.</p> <p>All other terms of the Agreed Orders at DE DE#40, 41, 42, 43, 44 are incorporated by reference.</p>	2011	utility trailer	1UYVS2533BU892546	2010	utility trailer	1UYVS2532AU977148	2011	freight cascadia	1FUJGLDR9BSAT0577	2016	freight cascadia	1FUJGLBG9GLHG4229	2016	freight cascadia	3AKJGLD52GSHB8452
2011	utility trailer	1UYVS2533BU892546															
2010	utility trailer	1UYVS2532AU977148															
2011	freight cascadia	1FUJGLDR9BSAT0577															
2016	freight cascadia	1FUJGLBG9GLHG4229															
2016	freight cascadia	3AKJGLD52GSHB8452															
<p>Class 3– Secured Claim of Stearns Bank, N.A. [Claim #11-1]</p> <p>Claim Amt: \$34,502.16</p> <p>Secured Claim: \$34,502.16</p> <p>Commercial Vehicle Loan on 1 vehicle</p> <p>Maturity Date: 36 months</p> <p>Interest Rate: 5.5%</p> <p>Monthly Payment Amt: \$1042.00</p>	<p>Impaired</p>	<p>Class 3, the Secured Claim of Stearns Bank, N.A., in the amount of \$34,502.16 is impaired by the Plan. Class 3 claim (POC11-1)is secured by the following vehicle: 2013 utility trailer vin# 1UYVS2530DM779107 with a refrigeration unit :PAC91323786</p> <p>By Agreed Order (DE#70) Debtor proposes to treat said claim as totally secured in the amount of \$34,502.16. Repayment shall be based upon a 36 month amortization, at an interest rate of 5.5% resulting in equal monthly principal and interest payments of \$1,042.00.</p> <p>Payments commenced on May 20, 2017 as adequate protection payments and continuing the first day of each month thereafter, and becoming Plan payments upon the confirmation of a Plan. Payments will be made to:</p> <p>Stearns Bank, PO Box 750, 500 13th Street, Albany MN</p>															

		<p>56307 The Secured Creditor shall have a lien on the secured collateral until the loan is paid in full.</p> <p>All other terms of the Agreed Order at DE#70 are incorporated by reference.</p>
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<p>Class 4– Secured Claim of Simons First National Bank [no claim filed]</p> <p>Claim Amt: \$33,421.06 Secured Claim: \$33,421.06</p> <p>Commercial Vehicle Loan on 2 vehicles</p> <p>Maturity Date: 36 months</p> <p>Interest Rate: 5.5%</p> <p>Combined Monthly Payment Amt: \$1,009.00</p>	<p>Impaired</p>	<p>Class 1, the Secured Claim of Simons First National Bank in the amount of \$33,421.06 is impaired by the Plan. Class 4 claim is secured by the following 2vehicles:</p> <table border="1" data-bbox="870 506 1511 585"> <tr> <td>2009</td> <td>Wabash</td> <td>1J JV532W89L274527</td> </tr> <tr> <td>2009</td> <td>Wabash</td> <td>1J JV532W59L275246</td> </tr> </table> <p>By Agreed Order (DE#56 &D E#57) Debtor proposes to treat said claim as totally secured in the amount of \$33,421.06. Repayment shall be based upon a 36 month amortization, at an interest rate of 5.5% resulting in 36 equal combined monthly principal and interest payments of \$1,009.00.</p> <p>Payments commenced on May 1, 2017 as adequate protection payments and continuing the first day of each month thereafter, and becoming Plan payments upon the confirmation of a Plan. Payments will be made to:</p> <p>Simmons First National Bank, 11525 Financial Centre Parkway, Little Rock, AR 72211.</p> <p>The Secured Creditor shall have a lien on the secured collateral until the loan is paid in full.</p> <p>All other terms of the Agreed Orders at DE 56, 57 are incorporated by reference.</p>	2009	Wabash	1J JV532W89L274527	2009	Wabash	1J JV532W59L275246
2009	Wabash	1J JV532W89L274527						
2009	Wabash	1J JV532W59L275246						

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<p>Class 5– Secured Claim of Commercial Equipment Finance International, LLC(“CEFI”)[Claim #17-1;18-1]</p> <p>Claim Amt: \$534,425.30 Secured Claim: \$493,718.99</p> <p>Commercial Vehicle Loan secured by 13 vehicles</p> <p>Maturity Date: 60 months</p> <p>Interest Rate: 6.95%</p> <p>Monthly Payment Amt: \$9,764.59</p> <p>Unsecured claim : \$40,706.31 to be treated in Class 12.</p>	<p>Impaired</p>	<p>Class 5, Secured Claim of Commercial Equipment Finance, Inc (“CEFI”) [Claim #17-1;18-1] is impaired by the Plan. Class 5 claim is secured by the following 13vehicles:</p> <table border="1" data-bbox="868 319 1563 879"> <tr><td>2008</td><td>wabash trailer</td><td>1J JV532W68L091786</td></tr> <tr><td>2008</td><td>wabash trailer</td><td>1J JV532W38L037832</td></tr> <tr><td>2008</td><td>wabash trailer</td><td>1J JV532W78L037767</td></tr> <tr><td>2008</td><td>wabash trailer</td><td>1J JV532W78L130384</td></tr> <tr><td>2016</td><td>freight cascadia</td><td>3AKJGLD58GSHB8455</td></tr> <tr><td>2017</td><td>freight cascadia</td><td>3AKJGLDR6HSHV9353</td></tr> <tr><td>2012</td><td>freight cascadia</td><td>1FUJGLBG6CSBB5584</td></tr> <tr><td>2012</td><td>freight cascadia</td><td>1FUJGLBG0CSBB5600</td></tr> <tr><td>2012</td><td>freight cascadia</td><td>1FUJGLBG9CLBC8713</td></tr> <tr><td>2012</td><td>freight cascadia</td><td>1FUJGLBG4CLBC8814</td></tr> <tr><td>2008</td><td>wabash trailer</td><td>1J JV532W18L100667</td></tr> <tr><td>2008</td><td>utilitytrailer</td><td>1UYVS25348U339414</td></tr> <tr><td>2009</td><td>freight columbia</td><td>1FUJB BCK39LAA9382</td></tr> </table> <p>By Agreed Order (DE#51) Debtor proposes to treat said claim as totally secured in the amount of \$493,718.99. Repayment shall be based upon a 60 month amortization, at an interest rate of 6.95% resulting in equal monthly principal and interest payments of \$9,764.00.</p> <p>Payments commenced on May 1, 2017 as adequate protection payments and continuing the first day of each month thereafter, and becoming Plan payments upon the confirmation of a Plan. Payments will be made to:</p> <p>COMMERCIAL EQUIPMENT FINANCE INTERNATIONAL, LLC 2525 Ponce de León Blvd. Ste. 300 Coral Gables, FL 33134-6044 Attention: Roberto Sanchez</p> <p>The Secured Creditor shall have a lien on the secured collateral until the loan is paid in full.</p> <p>\$40,706.31 of the claim shall be treated as an unsecured claim and will be paid pursuant to Class 12.</p> <p>All other terms of the Agreed Order at DE51 are incorporated by reference.</p>	2008	wabash trailer	1J JV532W68L091786	2008	wabash trailer	1J JV532W38L037832	2008	wabash trailer	1J JV532W78L037767	2008	wabash trailer	1J JV532W78L130384	2016	freight cascadia	3AKJGLD58GSHB8455	2017	freight cascadia	3AKJGLDR6HSHV9353	2012	freight cascadia	1FUJGLBG6CSBB5584	2012	freight cascadia	1FUJGLBG0CSBB5600	2012	freight cascadia	1FUJGLBG9CLBC8713	2012	freight cascadia	1FUJGLBG4CLBC8814	2008	wabash trailer	1J JV532W18L100667	2008	utilitytrailer	1UYVS25348U339414	2009	freight columbia	1FUJB BCK39LAA9382
2008	wabash trailer	1J JV532W68L091786																																							
2008	wabash trailer	1J JV532W38L037832																																							
2008	wabash trailer	1J JV532W78L037767																																							
2008	wabash trailer	1J JV532W78L130384																																							
2016	freight cascadia	3AKJGLD58GSHB8455																																							
2017	freight cascadia	3AKJGLDR6HSHV9353																																							
2012	freight cascadia	1FUJGLBG6CSBB5584																																							
2012	freight cascadia	1FUJGLBG0CSBB5600																																							
2012	freight cascadia	1FUJGLBG9CLBC8713																																							
2012	freight cascadia	1FUJGLBG4CLBC8814																																							
2008	wabash trailer	1J JV532W18L100667																																							
2008	utilitytrailer	1UYVS25348U339414																																							
2009	freight columbia	1FUJB BCK39LAA9382																																							

<p>Class 6– Secured Claim of Keystone Equipment Finance Corp.</p> <p>Claim Amt: \$20,602.96 Secured Claim: \$17,987.36</p> <p>Commercial Vehicle Loan on 2 vehicles</p> <p>Maturity Date: 36 months</p> <p>Interest Rate: 5.5%</p> <p>Monthly Payment Amt: \$543.00</p> <p>Unsecured Claim: \$2,615.00 to be treated in Class 12.</p>	<p>Impaired</p>	<p>Class 6, the Secured Claim of Keystone Equipment Finance Corp in the amount of \$17,987.36 is impaired by the Plan. Class 6 claim is secured by the following 2 vehicles:</p> <table border="1" data-bbox="868 319 1477 462"> <tr> <td>2007</td> <td>Freightliner-Century</td> <td>1FUJA6CK37LX66646</td> </tr> <tr> <td>2005</td> <td>Freightliner-Century</td> <td>1FUJA6CKK5LN88098</td> </tr> </table> <p>By Agreed Order (DE#69) Debtor proposes to treat said claim as secured in the amount of \$17,987.36. Repayment shall be based upon a 36 month amortization, at an interest rate of 5.5% resulting in equal monthly principal and interest payments of \$543.00. \$2,615.00 of the claim shall be treated as an unsecured claim and will be paid pursuant to Class 12.</p> <p>Payments commenced on May 20, 2017 as adequate protection payments and continuing the first day of each month thereafter, and becoming Plan payments upon the confirmation of a Plan. Payments will be made to:</p> <p>Keystone Equipment Finance Corp., 433 New Park Avenue, West Hartford, CT 06110-1141</p> <p>The Secured Creditor shall have a lien on the secured collateral until the loan is paid in full.</p> <p>All other terms of the Agreed Order at DE69 are incorporated by reference.</p>	2007	Freightliner-Century	1FUJA6CK37LX66646	2005	Freightliner-Century	1FUJA6CKK5LN88098
2007	Freightliner-Century	1FUJA6CK37LX66646						
2005	Freightliner-Century	1FUJA6CKK5LN88098						
<p>Class 7– Secured Claim of Blue Bridge Financial, LLC. [Claim #22]</p> <p>Claim Amt: \$81,580.33 Secured Claim: \$51,780.33</p> <p>Commercial Vehicle Loan on 1 vehicle</p> <p>Maturity Date: 60 months</p> <p>Interest Rate: 5.5%</p> <p>Monthly Payment Amt: \$863.00</p> <p>Unsecured Claim: \$29,800.33 to be treated in Class 12.</p>	<p>Impaired</p>	<p>Class 7, the Secured Claim Blue Bridge Financial, LLC in the amount of \$51,780.33 is impaired by the Plan. Class 7 claim is secured by the following vehicle:</p> <table border="1" data-bbox="868 1255 1477 1335"> <tr> <td>2011</td> <td>Freightliner-Cascadia</td> <td>FUJGLDR7BSAT0125</td> </tr> </table> <p>By Agreed Order (DE#49) Debtor proposes to treat said claim as secured in the amount of \$51,780.33. Repayment shall be based upon a 60 month amortization, at an interest rate of 5.5% resulting in equal monthly principal and interest payments of \$863.00. \$29,800.33.00 of the claim shall be treated as an unsecured claim and will be paid pursuant to Class 12.</p> <p>Payments commenced on May 1, 2017 as adequate protection payments and continuing the first day of each month thereafter, and becoming Plan payments upon the confirmation of a Plan. Payments will be made to:</p> <p>Blue Bridge Financial, LLC, 535 Washington Street, Buffalo NY 14203</p>	2011	Freightliner-Cascadia	FUJGLDR7BSAT0125			
2011	Freightliner-Cascadia	FUJGLDR7BSAT0125						

		<p>The Secured Creditor shall have a lien on the secured collateral until the loan is paid in full.</p> <p>The Debtor shall be responsible for maintaining insurance on this Vehicle, and any failure to do so shall constitute a default.</p> <p>All other terms of the Agreed Order at DE49 are incorporated by reference.</p>						
<p>Class 8– Secured Claim of Mercedes Benz Financial Services USA, LLC [Claim #32]</p> <p>Total Claim Amt: \$310,393.72 Total Secured Claim: \$200,000.00</p> <p>Commercial Vehicle Loan on 2 vehicles</p> <p>Maturity Date: 48 months as to the Freightliner 60 months as to the Western star</p> <p>Interest Rate: 5.5% on each</p> <p>Monthly Payment Amt: \$1977 as to Freightliner <u>\$2197</u> as to Western star \$4174 total</p> <p>Unsecured Claim: \$110,939.72 to be treated in Class 12</p>	<p>Impaired</p>	<p>Class 8 the Secured Claim Mercedes Benz Financial Services USA, LLC in the amount of \$200,000.00 is impaired by the Plan. Class 8 claim is secured by the following 2 vehicles:</p> <table border="1" data-bbox="868 604 1484 747"> <tr> <td>2015</td> <td>Freightliner-Cascadia</td> <td>3AKJGLD59FSGK3003</td> </tr> <tr> <td>2017</td> <td>Western star</td> <td>5KJJBHDR3HLJC4519</td> </tr> </table> <p>By Agreed Orders (DE#102 & DE#103) Debtor proposes to treat said claim as secured in the amount of \$200,000.00: \$85,000 as to the Freightliner and \$115,000 as to the Western Star. Repayment shall be based upon a 48 month amortization as to the Freightliner, at an interest rate of 5.5% resulting in equal monthly principal and interest payments of \$1977.00. As to the Western Star, repayment shall be over 60 months with interest at 5.5%, resulting in payments of \$2197.00 per month.</p> <p>\$110,939.72 of the claim shall be treated as an unsecured claim and will be paid pursuant to Class 12.</p> <p>Payments commenced on August 1, 2017 as adequate protection payments and continuing the first day of each month thereafter, and becoming Plan payments upon the confirmation of a Plan. Payments will be made to:</p> <p>Mercedes-Benz Financial Services, USA LLC, P.O. Box 5261, Carol Stream, IL 60197.</p> <p>The Secured Creditor shall have liens on the secured collateral until the loan is paid in full.</p> <p>All other terms of the Agreed Orders at DE#102 & DE#103 are incorporated by reference. Except as modified by the Plan, the provisions of the existing loan documents apply.</p>	2015	Freightliner-Cascadia	3AKJGLD59FSGK3003	2017	Western star	5KJJBHDR3HLJC4519
2015	Freightliner-Cascadia	3AKJGLD59FSGK3003						
2017	Western star	5KJJBHDR3HLJC4519						

<p>Class 9– Secured Claim of Bank of the Ozarks</p> <p>Claim Amt: \$55,855.76 Secured Claim: \$55,855.76</p> <p>Commercial Vehicle Loan on 1 vehicle</p> <p>Maturity Date: 48 months</p> <p>Interest Rate: 5.5%</p> <p>Monthly Payment Amt: \$1116.00</p>	<p>Impaired</p>	<p>Class 9, the Secured Claim Bank of the Ozarks in the amount of \$55,855.76 is impaired by the Plan. Class 9 claim is secured by the following vehicle:</p> <table border="1" data-bbox="867 289 1474 363"> <tr> <td data-bbox="867 289 1000 363">2011</td> <td data-bbox="1000 289 1192 363">Freightliner-Cascadia</td> <td data-bbox="1192 289 1474 363">1FUJGLDR7BSAT0318</td> </tr> </table> <p>By Agreed Order (DE#59) Debtor proposes to treat said claim as secured in the amount of \$55,855.76. Repayment shall be based upon a 48 month amortization, at an interest rate of 5.5% resulting in equal monthly principal and interest payments of \$1,116.00.</p> <p>Payments commenced on May 20, 2017 as adequate protection payments and continuing the first day of each month thereafter, and becoming Plan payments upon the confirmation of a Plan.. Payments will be made to:</p> <p>Bank of the Ozarks Attn: Todd Parsley 12915 Cantrell Road, Little Rock, AR 72223</p> <p>In the event the Debtor fails to make the required adequate protection payment(s), Bank of the Ozarks shall be entitled to seek relief from the automatic stay in accordance with the following procedure: (a) Upon a default in the payment terms set forth above, counsel for Bank of the Ozarks shall give seventy-two (72) hours’ notice of such default to the Debtor’s counsel via email transmission (Chad@cvhlawgroup.com). If the Debtor fails to cure said default within the seventy-two (72) hour period, then Bank of the Ozarks shall be entitled to file an Affidavit of Default with the Court and serve same on Debtor’s counsel. The Debtor shall have five (5) days from receipt of such Affidavit of Default to file a response either indicating that the Debtor will cure the default within forty-eight (48) hours, or providing proof that the Debtor is not in default of this adequate protection order. In the event the Debtor does not file a response to the Affidavit of Default, the Court shall, upon the filing of a motion, grant ex parte relief from the automatic stay in favor of Bank of the Ozarks. If an opposing response is filed, the Court shall set a hearing on such response. The Debtor shall maintain insurance coverage on the Collateral and shall allow Bank of the Ozarks to inspect the Collateral in the same manner as required and provided for under the Equipment Finance Agreement with Bank of the Ozarks.</p> <p>The Secured Creditor shall have a lien on the secured collateral until the loan is paid in full.</p> <p>All other terms of the Agreed Order at DE59 are incorporated by reference.</p>	2011	Freightliner-Cascadia	1FUJGLDR7BSAT0318
2011	Freightliner-Cascadia	1FUJGLDR7BSAT0318			

<p>Class 10– Secured Claim of Continental Bank. [Claim #10-1]</p> <p>Claim Amt: \$143,160.64 Secured Claim: \$138,840.00</p> <p>Commercial Vehicle Loan on 3vehicles</p> <p>Maturity Date: January 2021</p> <p>Interest Rate:</p> <p>Monthly Payment Amt: \$3,107.18</p> <p>Assume current loan obligation.</p> <p>Prepetition arrearage of \$3262.54 to be cured in 2 equal monthly payments.</p>	<p>Unimpaired</p>	<p>Class 10, the Claim of Continental Bank in the amount of \$143,160.64 is unimpaired by the Plan. Class 10’s secured claim of \$138,840.00 is secured by the following 3vehicles:</p> <table border="1" data-bbox="868 319 1474 443"> <tr> <td>2012</td> <td>wabash</td> <td>1JJV532B7CL716055</td> </tr> <tr> <td>2012</td> <td>wabash</td> <td>1JJV532B6CL716130</td> </tr> <tr> <td>2012</td> <td>wabash</td> <td>1JJV532B0CL716107</td> </tr> </table> <p>Debtor proposes to assume the existing loan obligation and continue making the monthly payment of \$3,107.18. Debtor owes \$3262.54 in prepetition arrearages, which it will cure in 2 equal monthly payments of \$1631.27, the first payment to be made on the Plan Effective Date.</p> <p>Payments will be made to:</p> <p>Continental Bank, 15 West South Temple, Suite 420, Salt Lake City UT 8410</p> <p>The Secured Creditor shall have liens on the secured collateral until the loan is paid in full.</p> <p>All other terms of the existing loan contract (s) are incorporated by reference.</p>	2012	wabash	1JJV532B7CL716055	2012	wabash	1JJV532B6CL716130	2012	wabash	1JJV532B0CL716107
2012	wabash	1JJV532B7CL716055									
2012	wabash	1JJV532B6CL716130									
2012	wabash	1JJV532B0CL716107									

C. Classes of Priority Unsecured Claims

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

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

Class	Impairment	Treatment
<p>Class 11 Priority Claim of IRS \$0 POC 9-2)</p> <p>Total Claim \$0</p>		<p>No claim filed.</p>

D. General Unsecured Claims

General unsecured claims are not secured by property of the estate and are not entitled to priority under 11 U.S.C. §507(a). The following chart identifies the Plan’s proposed treatments of Class 12, which contain general unsecured claims against the Debtor.

Class	Impairment	Treatment
<p>Class 12 – General Unsecured Class</p> <p>Total Claims Amount: \$1,906,587.92</p> <p>Plan Payment Term: 5 years</p> <p>Total Plan Payments: minimum of \$100,000.00</p> <p>Quarterly Plan Cash Payment Amount: \$5,000.00 for 20 quarters from Debtor plus four quarterly payments from Eduardo Grijze of \$3,000 per quarter during the first year of the Plan.</p> <p>Guaranteed Percentage of Cash Dividend to Unsecured Creditors: 5.87%</p> <p>Additional payments possible: Class 12 claimants shall receive fifty percent (50%) of the net proceeds of any Causes of Action after payment of all administrative expenses and post-Effective Date professional fees and costs</p>	<p>Impaired</p>	<p>Class 12 consists of the Allowed General Unsecured and under-secured Claims.</p> <p>Class 12 claimants shall receive a pro rata distribution of: (i) \$100,000.00 over a period of five (5) years beginning on the Effective Date in 20 quarterly payments totaling \$5,000 per payment; and (ii) 4 quarterly payments during the first year of the Plan of \$3,000 paid by Eduardo Grijze for an additional \$12,000 for a guaranteed total of \$112,000 and (iii) fifty percent (50%) of the net proceeds of any Causes of Action after payment of all administrative expenses and post-Effective Date professional fees and costs.</p> <p>Notwithstanding the above, any claimant scheduled to receive a total Class 12 distribution of \$250.00 or less shall be paid in a lump sum on the Effective Date.</p> <p>The specific creditors to be paid pursuant to the terms of Class 12 are set forth below. The Class 12 claimants will receive a minimum distribution of approximately 5.87% of their allowed claim(s).</p>

Summary of General Unsecured Claims

Creditor Name	Payment Frequency	Payment Duration	Payment Amount Year 1	Total Payment Year 1	Payment Amount Years 2 - 5	Total Payment Years 2 -5	Total of All Plan Payments	Total Amount of Claim
ACAR Leasing d/b/a GM Financial Leasing (Enclave) PO Box 183853 Arlington, TX 76096 Account # xxx5626	Quarterly	5 Years (20 Quarters)	\$26.87	\$107.48	\$16.79	\$268.70	\$376.18	\$6,397.70
ACAR Leasing d/b/a GM Financial Leasing (Regal) PO Box 183853 Arlington, TX 76096 Account # xxx45775	Quarterly	5 Years (20 Quarters)	\$35.97	\$143.88	\$22.48	\$359.70	\$503.58	\$8,564.33
Comdata, Inc. 5301 Maryland Way Brentwood, TN 37027 Account #ending C249	Quarterly	5 Years (20 Quarters)	\$99.46	\$397.82	\$62.16	\$994.55	\$1,392.37	\$23,679.77

Capital One Bank (USA), N.A. by American InfoSource LP, Agent PO Box 70183 Charlotte, NC 28272-1083 Account ending 0290	Quarterly	5 Years (20 Quarters)	\$11.73	\$46.92	\$7.33	\$117.29	\$164.21	\$2,792.61
Advanced Merchant Services, LLC 1 Evertrust Plaza, Suite 1401 Jersey City, NJ 07302-3087	Quarterly	5 Years (20 Quarters)	\$379.45	\$1,517.79	\$237.16	\$3,794.48	\$5,312.27	\$90,344.79
Commercial Finance & Leasing Bank of Cardiff 8445 Camino Santa Fe Ste 204 San Diego CA 92121-2650	Quarterly	5 Years (20 Quarters)	\$120.54	\$482.16	\$75.34	\$1,205.40	\$1,687.56	\$28,700.00
Funding Circle 747 Front Street, Floor 4 San Francisco, CA 94111-1922	Quarterly	5 Years (20 Quarters)	\$1,008.00	\$4,032.00	\$630.00	\$10,080.00	\$14,112.00	\$240,000.00
Platinum Rapid Funding 348 Rxr Plaza Uniondale Ny 11556-0348	Quarterly	5 Years (20 Quarters)	\$420.00	\$1,680.00	\$262.50	\$4,200.00	\$5,880.00	\$100,000.00
Power Up Lending 111 Great Neck Road Suite 216 Great Neck NY 11021- 5407	quarterly	5 Years (20 Quarters)	\$1,185.13	\$4,740.52	\$741.17	\$11,858.68	\$16,599.20	\$284,000.00
Rapid Advance 4500 East West Highway Fl 6 Bethesda, MD 20814-3327	Quarterly	5 Years (20 Quarters)	\$885.36	\$3,541.44	\$553.35	\$8,853.61	\$12,395.05	\$210,800.12
Saturn Funding 333 7th Avenue, Fl 3 New York, NY 10001-5125	Quarterly	5 Years (20 Quarters)	\$193.76	\$775.03	\$121.10	\$1,937.59	\$2,712.62	\$46,133.00
Keystone 433 New Park Avenue West Hartford CT 06110-1141	Quarterly	5 Years (20 Quarters)	\$10.98	\$43.93	\$6.86	\$109.83	\$153.76	\$2,615.00
Blue Bridge 535 Washington Street #201 Buffalo NY 14203	Quarterly	5 Years (20 Quarters)	\$125.16	\$500.65	\$78.23	\$1,251.61	\$1,752.26	\$29,800.33
ENGS Commercial Finance 2441 Warrenville Road #310 Lisle IL 60532-3642	Quarterly	5 Years (20 Quarters)	\$455.24	\$1,820.97	\$284.53	\$4,552.42	\$6,373.39	\$108,391.04
CEFI Emanuel & Zwiebel, PLLC 7900 Peters Road, Suite B-100 Plantation FL 33324 Account ending 16L2	Quarterly	5 Years (20 Quarters)	\$170.97	\$683.87	\$106.85	\$1,709.67	\$2,393.53	\$40,706.31
Quality Leasing 9830 Bauer Drive Indianapolis, IN 46280 Account ending 8014	Quarterly	5 Years (20 Quarters)	\$686.22	\$2,744.88	\$428.89	\$6,862.20	\$9,607.08	\$163,385.69

Quality Leasing 9830 Bauer Drive Indianapolis, IN 46280 Account ending 8015	Quarterly	5 Years (20 Quarters)	\$225.96	\$903.82	\$141.22	\$2,259.56	\$3,163.39	\$53,799.08
Quality Leasing 9830 Bauer Drive Indianapolis, IN 46280 Account ending 8016	Quarterly	5 Years (20 Quarters)	\$225.81	\$903.24	\$141.13	\$2,258.09	\$3,161.33	\$53,764.08
Quality Leasing 9830 Bauer Drive Indianapolis, IN 46280 Account ending 8017	Quarterly	5 Years (20 Quarters)	\$213.57	\$854.27	\$133.48	\$2,135.68	\$2,989.95	\$50,849.50
Pioneer Park LLC FC Marketplace LLC Attn: John Potter 747 Front Street, 4th Floor San Francisco CA 94111	Quarterly	5 Years (20 Quarters)	\$892.90	\$3,571.60	\$558.06	\$8,928.99	\$12,500.59	\$212,595.06
Credit Relief LLC 120 Sylvan Avenue, Suite 300 Salt Lake City UT 84101	Quarterly	5 Years (20 Quarters)	\$136.95	\$547.79	\$85.13	\$1,362.10	\$1,909.89	\$32,606.45
CIT Bank NA PO Box 593007 San Antonio TX 78259 Account ending 9656	Quarterly	5 Years (20 Quarters)	\$26.33	\$105.32	\$16.46	\$263.31	\$368.64	\$6,269.34
Mercedes-Benz Financial Services USA LLC Daimler Financial Pymt Proc. PO Box 5260 Carol Stream, IL 60197 Account ending 9001	Quarterly	5 Years (20 Quarters)	\$463.65	\$1,854.61	\$289.78	\$4,636.54	\$6,491.15	\$ 110,393.72
			\$8,000.00	\$32,000.00	\$5,000.00	\$80,000.00	\$112,000.00	\$1,906,587.92

The aggregate amount of claims included in Class 12 is \$1,906,587.92. Based upon the total quarterly distribution (over 60 months) of \$100,000.00, plus the additional quarterly distribution of \$12,000.00 in year one for a total of \$112,000.00, allowed unsecured claimants will receive a minimum distribution of approximately 5.87%. This distribution is higher than what allowed general unsecured claimants would receive in a hypothetical Chapter 7, in which case the Debtor estimates that such claimants would receive a distribution of 0.00%.

In addition to the guaranteed twenty (20) quarterly payments, unsecured creditors will receive fifty percent (50%) of the net proceeds of any Causes of Action after payment of all administrative expenses and post-Effective Date professional fees and costs.

Also included in Class 12 are the under-secured claims of six secured lenders (vehicle financing) totaling \$302,535.09.

The seven "hard money lenders", to whom over a \$1 million is owed are included in Class 12. The President of the Debtor has personally guaranteed all of the seven "factor loans". The seven factors (along with other creditors) are listed on Schedule H of the Petition, and are:

Advanced Merchant Services LLC; Funding Circle; Platinum Rapid Funding; Power Up Lending; Rapid Advance; Saturn Funding; Pioneer Park LLC. Upon advice of counsel, Debtor believes that these loans may be usurious under Florida law and therefore may be void. It is Debtor's intention, if appropriate, to file adversary proceedings, and possibility preference actions, against these Creditors, and depending on the results, either (a) pay one or all of these creditors as part of Class 12; or (b) if successful in the Adversary, and recover money, share any proceeds with the general unsecured creditors (Class 12).

Class	Impairment	Treatment
<p>Class 13 – Legal fees totaling \$272,165.75 owed to: Andrew Byrne, Esq., Robert Clinton, Esq., Ronald I. Strauss, Esq (“Legal Fee Claimants”),</p> <p>(Proof of Claims Filed at PO-27, POC 28, POC 29)</p> <p>Total agreed claim amount: \$126,000.00</p> <p>Repayment Terms:</p> <p>\$5,000.00 down \$2,000.00 for 12 months \$4,000.00 for 23 months \$5,000.00 one month</p>	<p>Impaired</p>	<p>The Debtor and the President of Debtor are also liable for legal fees owed to three law firms for services rendered in the Federal court litigation, U.S District Court Case No.: 15-cv -20251 (“Legal Fee Claimants”) referred to previously. Three (3) Proof of Claims (POC 27; POC 28; and POC 29) totaling \$272,165.75 were filed pursuant to the 10/4/16 letter agreement whereby Eduardo DeGrijze agreed to be personally responsible for the attorney’s fees.</p> <p>The Debtor and the Legal Fee Claimants have agreed to treatment of the unsecured claim (Class 13). The Claimants will share a total payment of \$126,000, payable over thirty seven (37) months, commencing on the Plan effective date, pursuant to a schedule of graduated payments, as follows: \$5,000.00 upon the Plan effective date; \$2000.00 per month for the next 12 months; \$4,000.00 per month for the next 23 months and \$5000.00 in the 37th month. Payment of the \$126,000 will also satisfy in full the claim against the principal of the Debtor, Eduardo DeGrijze.</p> <p>Payment shall be timely made to the Trust Account of Andrew Byrne, Esq. _____ on the _____ day of each month, as described above at the regular payment address or such other address as required by Claimant upon notice to the Debtor.</p> <p>Within thirty (30) days of completion of the aforementioned payments totaling \$126,000.00, Claimant shall file and record in the public records, a termination statement, or any other document necessary to discontinue any pending legal action and/ or satisfy any judgments or liens in favor of Claimant against the Debtor and Debtor’s principal that are encumbering any assets of the Debtor.</p> <p>The Debtor and the President of Debtor agree that any applicable statute of limitations are tolled during the terms of the plan and extended for 60 days after the entry of an order dismissing the case if the plan is not confirmed and/or there is a non-payment/default.</p> <p>In the event of default the entire amount will be accelerated</p>

		and the original obligation set forth in the 10/4/16 letter agreement, will be established as default amount, less credit for any payments.
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E. Classes of Equity Interest Holders

This Class is impaired. 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.

Class	Impairment	Treatment
Class 14 – Allowed Equity Interests Equity Interest Holders: Eduardo De Grijze 100% (No insider claims)	Unimpaired	Class 13 consists of Equity Interests. Equity Interests consist of any share of preferred stock, common stock or other instrument evidencing an ownership interest in the Debtor, whether or not transferable, and any option, warrant or right, contractual or otherwise, to acquire any such interest. Equity interest holder Eduardo De Grijze will retain his 100%pre-petition equity interest in the Debtor post petition. He will pay the sum of \$12,000.00 to the unsecured creditors, pari passu, over a 12 month period starting on the effective date of the Plan, which will be distributed quarterly during the first year of the Plan to Class 12.

The Debtor does not believe the absolute priority rule applies. The Debtor waived its right to Plan exclusivity. Eduardo Grijze reserves the right to have the amount of money he is contributing to fund payments (\$12,000.00) under the Debtor’s Plan to be deemed “new value”, and the absolute priority rule will not bar confirmation of the Debtor’s Plan. Any new value received by the Debtor shall be used to fund the Plan.

ARTICLE III

A. Designation of Impaired and not Impaired Classes

Classes 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 12 and 13 are impaired and are entitled to vote.

Class 11 is unimpaired and will not vote on the Plan.

B. Voting of Claims and Equity Interests

The Bankruptcy Code entitles only holders of impaired claims or equity interests who receive some distribution under a proposed plan to vote to accept or reject that plan. Holders of claims or equity interests that are unimpaired under a proposed plan are conclusively presumed to have accepted that plan and are not entitled to vote on it. Holders of classes of claims or equity

interests that will receive no distributions under a proposed plan are conclusively presumed to reject that plan and, therefore, also not entitled to vote on it. 11 U.S.C. §1126(f)-(g).

ARTICLE IV

Provisions Covering Distribution, General Provisions

The rights afforded in this Plan and the payments and distributions to be made hereunder shall be in exchange, satisfaction, discharge, and release of all existing claims of any kind, nature or description whatsoever against Debtor or any of its assets or properties; and, except as otherwise provided herein, upon the Effective Date, all existing claims against the Debtor shall be, and be deemed to be, exchanged, satisfied, discharged, and released in full; and all holders of claims shall be precluded from asserting against the Debtor or its assets or properties or successors in interest, any other or further claim based upon any act or omission, transaction or other activity of any kind or nature that occurred prior to the Effective Date.

The distributions that are made to the various classes of creditors hereunder shall not be subject to levy, garnishment, attachment, or like legal process by any creditor of a senior class by reason of claimed contractual subordination rights, so that each creditor will have, receive, and retain the sole and exclusive benefit of the distributions set forth in this Plan.

Except as otherwise provided by this Plan, upon the consummation date, title to all assets and properties dealt with by this Plan shall vest in the Debtor or its successor in interest, free and clear of all claims and the Confirmation Order shall be a discharge of Debtor's liabilities, except as provided for herein.

Debtor is authorized to make all cash payments directly or through one or more disbursing agents who shall serve without further fee.

Except as provided herein and subject to confirmation of the Debtor's Plan of Reorganization, Debtor reserves the right to pursue any action against third parties, including but not limited to causes of action against creditors of the estate in state court, U.S. District Court, or appellate court against third parties, including causes related to the claims against this estate and any vendor actions that may later arise.

Creditors may amend their proofs of claims prior to the Confirmation of Debtor's Plan and the actual aggregate amount of Allowed Claims may differ significantly from the amounts used for the purposes of Debtor's estimates. As a result, Debtor reserves for itself the right to object to all objectionable proofs of claims. . The Debtor has been reviewing and analyzing Claims on an ongoing basis and has not identified any objectionable claims.

A. Method of Distribution Pursuant to the Plan

(a) Subject to Rule 9010, and except as otherwise provided herein, all distributions under the Plan shall be made by the Reorganized Debtor to the holder of each Allowed Claim at the address of such holder as listed on the Schedules and/or Proof of Claim as of the distribution record date unless the Debtor or Reorganized Debtor has been notified in writing of a change of

address, including by the filing of a proof of Claim by such holder that provides an address different from the address reflected on the Schedules.

(b) Any payment of Cash made by the Reorganized Debtor pursuant to the Plan shall be made by check drawn on a domestic bank or by wire transfer.

(c) Any payment or distribution required to be made under the Plan on a day other than a Business Day shall be made on the next succeeding Business Day.

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

(e) Unless otherwise provided herein, all initial distributions and deliveries to be made on the Effective Date shall be made on the initial distribution date. Subsequent distributions shall be made in accordance with the terms set forth in the Plan.

(f) At the close of business on the distribution record date, the claims register shall be closed, and there shall be no further changes in the record holders of any Claims. The Debtor shall have no obligation to recognize any transfer of any Claims occurring after the distribution record date; provided, however, that the foregoing will not be deemed to prohibit the sale or transfer of any Claim subsequent to the distribution record date and prior to the Effective Date. The Debtor shall instead be entitled to recognize and deal for all purposes under the Plan with only those record holders as of the close of business on the distribution record date.

B. Disputed Claims

Notwithstanding any other provision of the Plan, if any portion of a Claim is disputed, the full amount of such Claim shall be treated as a Disputed Claim for purposes of this Plan, and no payment or Distribution provided under the Plan shall be made on account of such Claim unless and until such Disputed Claim becomes an Allowed Claim or Allowed Equity Interest (in whole or in Part). Debtor has indicated no disputed claims on its Schedules filed at [DE 1]:

C. Disallowed Claims

All Claims held by Persons against whom the Debtor or Reorganized Debtor has commenced an Action under sections 542, 543, 544, 545, 547, 548, 549, and/or 550 of the Code, shall be deemed “disallowed” Claims pursuant to section 502(d) of the Code and holders of such Claims shall not be entitled to vote to accept or reject the Plan. Claims that are deemed disallowed shall continue to be disallowed for all purposes until the avoidance action against such party has been settled or resolved by Final Order and any sums due to the Estate from such party have been paid. Except for the hard money lenders: Advanced Merchant Services LLC; Funding Circle; Platinum Rapid Funding; Power Up Lending; Rapid Advance; Saturn Funding; Pioneer Park LLC, Debtor has not commenced any action, nor has Debtor identified any actions to be commenced under sections 542, 543, 544, 545, 547, 548, 549, and/or 550 of the Code. The claim of Rapid Advance filed at POC31-1 has been disallowed. Debtor filed an Objection to

which no response was filed. An Order at DE 164 strikes the claim in its entirety.

D. Disbursing Agent

The Reorganized Debtor, or such Person(s) as the Reorganized Debtor may designate with approval of the Court, will act as Disbursing Agent under the Plan with respect to all Distributions to holders of Claims and Equity Interests, and will make all distributions required to be distributed under the applicable provisions of the Plan.

E. No Recourse

Notwithstanding that the Allowed Amount of any particular Disputed Claim is reconsidered under the applicable provisions of the Code and Rules or is Allowed in an amount for which after application of the payment priorities established by the Plan there is insufficient value to provide a recovery equal to that received by other holders of Allowed Claims in the respective Class, no Claim holder shall have recourse against the Disbursing Agent, the Debtor, the Reorganized Debtor, the Equity Security Interests or any of its current managers, officers, directors, employees, counsel, advisor, respective professionals, consultants, or Affiliates or their respective successors or assigns, or any of their respective property. However, nothing in the Plan shall modify any right of a holder of a Claim under section 502(j) of the Code. **THE ESTIMATION OF CLAIMS AND ESTABLISHMENT OF RESERVES UNDER THE PLAN MAY LIMIT THE DISTRIBUTION TO BE MADE ON INDIVIDUAL DISPUTED CLAIMS, REGARDLESS OF THE AMOUNT FINALLY ALLOWED ON ACCOUNT OF SUCH DISPUTED CLAIMS.**

F. Amendments to Claims

A Claim may be amended prior to the Confirmation Date only as agreed upon by the Debtor and the holder of such Claim, or as otherwise permitted by the Court, the Rules or applicable law. After the Confirmation Date, a Claim may not be amended without the authorization of the Court. Any amendment to a Claim filed after the Confirmation Date shall be deemed disallowed in full and expunged without any action by the Debtor, the Reorganized Debtor or the Estate, unless the Claim holder has obtained prior Court authorization for the filing of such amendment.

G. Post-petition Interest on Claims

Unless expressly provided in the Plan, the Confirmation Order, or any contract, instrument, release, settlement, or other agreement entered into in connection with the Plan or required by applicable law, post-petition interest shall not accrue on or after the Petition Date on account of any Claim.

H. Unclaimed Distributions

Upon return of any plan distribution, Debtor shall issue letter correspondence to the last known address indicated on Debtor's schedules or applicable proof of claim. Debtor's correspondence shall include a check for the applicable Plan Payment and provide all necessary

case information to enable Creditor's determination of the applicability of Debtor's plan payment. Any payments made pursuant to Plan that are unclaimed for a period of six (6) months shall be forfeited by the holder and will be re-deposited in the Disbursing Agent's account in accordance with 11 U.S.C. §347(b).

ARTICLE V

Executory Contracts and Unexpired Leases

A. Assumption or Rejection of Executory Contracts and Unexpired Leases

The Bankruptcy Code gives the Debtor the power, subject to the approval of the Bankruptcy Court, to assume or reject executory contracts and unexpired leases. Rejection or assumption may be effected pursuant to a plan of reorganization.

Pursuant to sections 365(a) and 1123(b)(2) of the Code, all Executory Contracts and unexpired leases between the Debtor and any Person, as set forth in the table below, shall be deemed assumed by the Reorganized Debtor as of the Effective Date, except for any Executory Contract or unexpired lease (i) which previously has been assumed or rejected pursuant to an order of the Court entered prior to the Effective Date or (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.

Party to Executory Contract or Unexpired Lease	Description	Payment(s)
Falcon Leasing POC7-1	2009 Wabash Trailer	\$884.00-current
Vehifax	Two - 2011 utility trailers	\$2195.64-current
Vehifax	2009 utility trailer	\$785.38-current
Quality Leasing POC13-1	2016 Freightliner cascadia	Surrendered; claim treated in Class 12
Quality Leasing POC14-1	2011 Freightliner cascadia	Surrendered; claim treated in Class 12
Quality Leasing POC15-1	2011 Freightliner cascadia	Surrendered; claim treated in Class 12
Quality Leasing POC16-1	2012 Wabash 53x102	Surrendered; claim treated in Class 12
Wells Fargo	Fork Lift	\$247.87-current
Marlin Business Bank POC12-1	Copier	\$115.50-current

TO THE EXTENT THERE ARE ANY EXECUTORY CONTRACTS OR LEASES REJECTED BY THE DEBTOR, ANY PROOF OF CLAIM FOR DAMAGES ARISING FROM THE REJECTION OF AN EXECUTORY CONTRACT OR LEASE MUST BE FILED WITH THE COURT WITHIN THIRTY DAYS AFTER THE ENTRY OF THE ORDER CONFIRMING THE PLAN.

ARTICLE VI*Provisions for Execution and Implementation of the Plan***A. 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.

B. Funding

Funds to be used to make cash payments under the Plan will be derived from the operations of Debtor prior to and after the Effective Date. The cash infusion from Eduardo De Grijze in the total amount of \$12,000.00 shall be paid to unsecured creditors in quarterly installments during the first year of the Plan. Debtor's business is and has been profitable. As shown on the attached Profit and Loss Statement for 2017 (Exhibit "C"), it has a net profit of \$11,155.00 for 2017. The prospect for 2018 is much better. For the first five months, the business shows a profit of \$36,616 (Exhibit "A") or \$7,323.00 per month. Debtor has reduced its monthly payments for the purchase of its trucks. By restructuring its repayment of the "factor" loans as general unsecured creditors, the Debtor has greatly reduced its monthly expenses. The increased monthly payment over Debtor's current monthly expenses is \$ \$5667.00 per month for the first year.

1. Class 12 - General unsecured creditors - \$1,667.00 -5 years
2. Class 13- 'Legal Fee Claimaints': \$2,000.00 - 1 year (increases in year 2)
3. Administrative Legal (VHLG): \$2,000.00 - 30 months
\$5,677.00 per month

(Additionally, the principal of the Debtor is paying an additional \$3,000.00 per quarter to unsecured creditors for the first year of the Plan. Inasmuch as the Debtor is a "S" corporation, any profits earned by the corporation are imputed to the principal. Here, profit is sufficient to cover the Plan payments due from the corporation and the principal during the first year of the Plan.) See the Amended Projection (Exhibit "D") for total amount of payments over the 5 year Plan in excess of ordinary course of business payment currently being made.

All other payments to lenders for the purchase or lease of trucks are already being made during the administration of the estate. The Debtor will be able to prepay any amounts due under the Plan from exempt assets or other third party sources, the Debtor reserves the right to do so without penalty and to seek the entry of a final decree closing this case.

In order to assist in funding the Debtor's business operations under the Plan, the Debtor may retain any cash on hand, any funds in its bank accounts, and may retain amounts received from accounts receivable to pay accounts payable. Accordingly, Debtor asserts that it is able to perform all of its obligations under the Plan, and as such, the Plan satisfies section 1129(a)(11) of

the Code.

C. Effectiveness of Securities, Instruments and Agreements

On the Effective Date, all documents and agreements entered into or documents issued 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.

D. 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.

E. No Change of Control

Any acceleration, vesting or similar change of control rights of any Person or Entity in an arrangement with the Debtor that could otherwise be triggered by the entry of the Confirmation Order or the consummation of the Plan or any of the transactions contemplated thereby shall be deemed to be waived and of no force or effect.

F. Administration After the Effective Date

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

G. 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.

H. 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, 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.

I. Discharge of Debtor

This Plan provides that upon the Effective Date, Debtor shall be discharged of liability for payment of debts incurred before confirmation of the Plan, to the extent specified in 11(d)(6) U.S.C. §1141. However, any liability imposed by the Plan will not be discharged.

J. Injunction Related to Discharge

Upon the Effective Date of the Plan, all Persons who have been, are or may be holders of Claims (including Late Filed Claims) against the Debtor, shall be enjoined from taking any actions against or affecting the Debtor, or the Reorganized Debtor, on account of such Claims or Equity Security Interest (other than actions brought to enforce any rights or obligations under the Plan), including without limitation:

1. 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, 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 success except as specifically authorized in the Plan;

2. Enforcing, levying, attaching (including, without limitation, any prejudgment 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, 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 any property of any such transferees or successor, except as specifically authorized in the Plan;

3. Creating, perfecting or otherwise enforcing in any manner, directly or indirectly, any liens or encumbrances against the Debtor, 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;

4. 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, 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

5. Proceeding in any manner and any place with regard to liquidating any Claim in any forum other than United States Bankruptcy Court for the Southern District of Florida or, if that Court does not have jurisdiction thereon, in the United States District Court for the Southern District of Florida, or in such forum deemed appropriate by the Debtor.

K. Votes Solicited in Good Faith

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

L. Legal Proceedings

Potential Bankruptcy Causes of Action

Except as otherwise provided expressly in Debtor's Plan of Reorganization, including, without limitation, subsection (b) below, or in any contract, instrument, release or other agreement entered into in connection with the Plan or by Order of the Court, in accordance with §1123(b) of the Bankruptcy Code, the Reorganized Debtor shall retain and may enforce any claims, rights, and causes of action under §§ 544 through 550, inclusive, of the Bankruptcy Code or any other applicable law. Debtor may pursue any such claims, rights and causes of action in accordance with what it determines to be in its best interests. Debtor is not able to determine the viability of the potential causes of action set forth above at the current time, nor has the Debtor determined a cost benefit analysis of said actions. As a result, Debtor does not intend to pursue preference, fraudulent conveyance, or other avoidance actions. If the Debtor, in its sole discretion, elects to pursue any cause of action and is successful in pursuing same, any collections above the cost of the litigation, will be disbursed pro rata to Class 3 claimants.

Preservation of Claims and Causes of Action

Debtor shall retain the right to prepare, file, pursue, prosecute, and settle the causes of action, whether or not such causes of action have been asserted or commenced as of the Effective Date, as a representative of the estate pursuant to 11 U.S.C. §1123(b)(3)(B).

To the extent that certain causes of action are filed by the Debtor, and are not resolved prior to the Effective Date, such causes of action will re-vest in the Debtor pursuant to the terms of the Plan.

M. Notices

Any notice described in or required by the terms of this Plan or the Code and Rules shall be deemed to have been properly given when actually received or if mailed, five days after the day of mailing, if such shall have been sent by certified mail, return receipt requested, and if sent to:

The Reorganized Debtor addressed to:

Travelers of America, Inc.
1301 NW 89th Court
Miami FL 33172

With copies to:

Van Horn Law Group, P.A.
330 N. Andrews Avenue, Suite 450
Fort Lauderdale, Florida 33301

and

Office of the U.S. Trustee
51 SW First Avenue, Room 1204
Miami, FL 33130

ARTICLE VII

Confirmation and Effectiveness of the Plan

A. Conditions Precedent to Confirmation

The Plan shall not be confirmed by the Court unless and until the following conditions shall have been satisfied or waived.

(i) The Confirmation Order shall be in form and substance reasonably acceptable to the Debtor and include, among other things, a finding of fact that the Debtor and the Reorganized Debtor, acted in good faith within the meaning of and with respect to all of the actions described in section 1125(e) of the Code and are, therefore, not liable for the violation of any applicable law, rule or regulation governing such actions; and

(ii) The Confirmation Order shall have been entered and shall be a Final Order (with no modification or amendment thereof), and there shall be no stay or injunction that would prevent the occurrence of the Effective Date;

(iii) The statutory fees owing to the United States Trustee shall have been paid in full; and

(iv) All other actions, authorizations, filings consents and regulatory approvals required (if any) shall have been obtained, effected or executed in a manner acceptable to the Debtor and remain in full force and effect or, if waivable, waived by the Person or Persons entitled to the benefit thereof.

B. Effect of Failure

If each condition to the Effective Date specified in the Plan has not been satisfied or duly waived within ninety (90) days after the Confirmation Date, then upon the filing of a motion by the Debtor made before the time that all conditions have been satisfied or duly waived, the Confirmation Order will be vacated by the Court; provided, however, that notwithstanding the filing of such a motion, the Confirmation Order shall not be vacated if each of the conditions to the Effective Date is either satisfied or duly waived before the Court enters an order granting the relief requested in such motion. If the Confirmation Order is vacated, the Plan shall be deemed null and void in all respects, including without limitation the discharge of Claims pursuant to section 1141 of the Code and the assumptions or rejections of executory contracts and unexpired leases as provided by the Plan, and nothing contained herein shall (1) constitute a waiver or release of any Action by, or Claims against, the Debtor or (2) prejudice in any manner the rights of the Debtor.

C. Waiver of Conditions

The Debtor may waive one or more of the conditions precedent to confirmation of the Plan, or the condition precedent to effectiveness of the Plan set forth herein. The Debtor may waive in writing one or more of the other conditions precedent to confirmation and effectiveness of the Plan, without further notice to parties in interest or the Court without a prior hearing.

ARTICLE VIII

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. Determination of all issues and disputes regarding title to property of the estate, and determination of all causes of action, controversies, duties or conflicts, whether or not subject to litigation or proceedings pending as of the Confirmation date, between the Debtor and any other party, including but not limited to, any right of the Debtor to recover assets pursuant to the provisions of the Code and Rules.

B. Fix allowances of compensation and reimbursement of expenses pursuant to §330 of the Code.

C. Correct any defect, cure any omission, or reconcile any inconsistency in this Plan or the Order of Confirmation as may be necessary or appropriate to carry out the purposes and intent of this Plan.

D. Determine pending applications for the assumption or rejection of executory contracts and unexpired leases under §365 of the Code and determine the allowance of Claims resulting therefrom;

E. To consider any amendments or modifications to this Plan.

F. To issue such orders as are necessary or appropriate to carry out the provisions of this Plan, including without limitation the appointment of a person pursuant to F.R.C.P. Rule 70 and Rule 7070 of the Rules to act, execute and deliver documents on behalf of the Debtor to implement and consummate this Plan.

G. To enjoin the interference with the implementation and consummation of the Plan, and to impose sanctions for any such interferences in accordance with Article IV herein.

H. To liquidate damages in connection with any disputed, contingent or unliquidated claims.

I. To hear and determine all controversies and disputes that may arise in connection with this Chapter 11 case and in connection with the interpretation and implementation of the Plan.

J. To determine any and all applications, adversary proceedings or contested matters pending on the Confirmation Date and arising under Chapter 11 of the Code or arising in or related to the Debtor's reorganization case under Chapter 11 and Title 11 of the Code.

K. For such other matters as may be set forth in the Order of Confirmation.

ARTICLE IX

Miscellaneous Provisions

A. Effectuating Documents and Further Transactions.

The Debtor or Reorganized Debtor, as the case may be, is authorized to execute, deliver, file or record such contracts, instruments, releases and other agreements or documents and take such actions as may be necessary or appropriate to implement, effectuate and further evidence the terms and conditions of the Plan and any notes or securities issued pursuant to the Plan.

B. Post-Effective Date Fees and Expenses

From and after the Effective Date, the Reorganized Debtor shall, in the ordinary course of business and without the necessity for any approval by the Court, pay the reasonable fees and expenses of Professionals thereafter incurred by the Reorganized Debtor, including, without limitation, those fees and expenses incurred in connection with the implementation and consummation of the Plan.

C. Amendment or Modification of Plan

Alterations, amendments or modifications of the Plan may be proposed in writing by the Debtor at any time prior to the Confirmation Date in conformity with section 1127(a) of the Code, provided that the Plan, as altered, amended or modified, satisfies the conditions of sections 1122, 1123 and 1129 of the Code, and the Debtor shall have complied with section 1125 of the Code. The Plan may be altered, amended or modified by the Debtor at any time after the Confirmation Date in conformity with section 1127(b) of the Code, provided that the Plan, as altered, amended or modified, satisfies the requirements of sections 1122 and 1123 of the Code and the Court, after notice and a hearing, confirms the Plan, as altered, amended or modified, under section 1129 of the Code and the circumstances warrant such alterations, amendments or modifications. A holder of a Claim that has accepted the Plan shall be deemed to have accepted the Plan, as altered, amended or modified, if the proposed alteration, amendment or modification does not materially and adversely change the treatment of the Claim of such holder. Prior to the Effective Date, the Debtor, and without the approval of the Bankruptcy Court, and without notice to all holders of Claims and Interests, insofar as it does not materially adversely affect the interests of holders of Claims and Interests, may correct any defect, omission or inconsistency in this Plan in such manner and to such extent as may be necessary to expedite the execution of this Plan.

D. Severability

In the event that the Court determines, prior to the Confirmation Date, that any provision in the Plan is invalid, void or unenforceable, such provision shall be invalid, void or unenforceable with respect to the holder or holders of such Claims or Equity Interests as to which the provision is determined to be invalid, void or unenforceable. The invalidity, voidness or unenforceability of any such provision shall in no way limit or affect the enforceability and operative effect of any other provision of the Plan. The Court, at the request of the Debtor, shall

have the power to alter and interpret such term or provision to make it valid or enforceable to the maximum extent practicable, consistent with the original purpose of the term or provision held to be invalid, void, or unenforceable, and such term or provision shall then be applicable as altered or interpreted. The Confirmation Order shall constitute a judicial determination and shall provide that each term and provision of the Plan, as it may have been altered or interpreted in accordance with the foregoing, is valid and enforceable pursuant to its terms.

E. Filing of Additional Documents

On or before Substantial Consummation of the Plan, the Debtor shall file with the Court such agreements and other documents as may be necessary or appropriate to effectuate and further evidence the terms and conditions of the Plan.

F. No Admissions

Notwithstanding anything in the Plan to the contrary, nothing contained in the Plan shall be deemed as an admission by any Person with respect to any matter set forth in the Plan or herein.

G. Substantial Consummation

The Plan shall be deemed to be substantially consummated under sections 1101 and 1127(b) of the Code upon commencement of distributions under the Plan.

H. Inconsistency

In the event of any inconsistency between the Plan and the Disclosure Statement, any Exhibit to the Plan or the Disclosure Statement or any other instrument or document created or executed pursuant to the Plan, the Plan shall govern. In the event of any inconsistency between the Plan and the Confirmation Order, the Confirmation Order shall govern.

I. Remedy of Defects

After the Effective Date, the Reorganized Debtor may, with approval of the Court, and so long as it does not materially and adversely affect the interests of Creditors, remedy any defect or omission or reconcile any inconsistencies in the Plan or in the Confirmation Order in such manner as may be necessary to carry out the purposes and effect of the Plan and in form and substance satisfactory to the Reorganized Debtor

ARTICLE X
Conclusion

The aforesaid provisions shall constitute the Plan of Reorganization of the Debtor. This Plan, when approved and confirmed by the Bankruptcy Court, shall be deemed binding on the Debtor, all creditors, and all parties in interest and their successors and assigns in accordance with 11 U.S.C. §1141.