

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

In re:

AQUA LIFE CORP. d/b/a PINCH-A-
PENNY #43,

Case No: 17-15918-BKC-RAM

Chapter 11

Debtor. _____ /

**FIRST AMENDED DISCLOSURE STATEMENT IN SUPPORT OF PLAN OF
REORGANIZATION**

**IMPORTANT: THIS DISCLOSURE STATEMENT CONTAINS INFORMATION THAT
MAY BEAR UPON YOUR DECISION TO ACCEPT OR REJECT THE PROPOSED
CHAPTER 11 PLAN. PLEASE READ THIS DOCUMENT WITH CARE.**

Submitted on April 11, 2018 by:

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ARTICLE I. DEFINITIONS

Except as otherwise provided in this Disclosure Statement in Support of Plan of Reorganization (the “Disclosure Statement”), all terms used herein shall have the meanings ascribed to such terms under the Bankruptcy Code, as amended, the Bankruptcy Rules, and the Local Bankruptcy Rules for the Southern District of Florida (the “Local Rules”). For purposes of this Disclosure Statement, except as expressly otherwise provided or unless the context otherwise requires, all capitalized terms not otherwise defined shall have the meanings assigned to them in this Section of the Disclosure Statement. The capitalized terms set forth below when used in this Disclosure Statement and Plan of Reorganization shall have the following meanings:

1.1. “Administrative Claim” shall mean a Claim for payment of costs or expenses of administration specified in Sections 503(b) and 507(a)(1) 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) Professional Claims; 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. “Administrative Expense Claim” means a Claim arising from the ordinary course of the Debtor’s business and entitled to priority under section 503(b)(1)(A) of the Bankruptcy Code.

1.4. “Allowed Claim” means a Claim against the Debtor (i) allowed by a Final Order, (ii) scheduled as liquidated, undisputed and non-contingent by the Debtor in its Schedules of Assets and Liabilities filed with the Bankruptcy Court, as they may be amended or supplemented, or (iii) timely filed with the Clerk of the Bankruptcy Court and to which no objection has been made to the allowance thereof within a time fixed by the Bankruptcy Court and the Claim is not otherwise a Disputed Claim.

1.5. “Allowed 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, to the extent of the value of such property or to the extent of the amount subject to such set off, as the case may be.

1.6. “Allowed Unsecured Claim” means an Allowed Claim which arose or which is deemed to have arisen prior to the filing of the Petition commencing this Case and as to which the Claimant has not asserted, or as to whom it is determined by Final Order does not hold, a valid, perfected and enforceable lien, security interest, or other interest in or encumbrance against property of the Debtor or a right of setoff to secure the payment of such Claim, but excluding unsecured Claims that may previously have been paid in the Case pursuant to agreements approved by the Bankruptcy Court.

1.7. “Aqua Life” shall mean the Debtor.

1.8. “Assets” shall mean the aggregate assets, of any kind, of the Debtor and its estate as more specifically defined in Section 541 of the Bankruptcy Code.

1.9. “Avoidance Action” shall mean any potential action under 11 U.S.C. §§ 544, 547, 548, and 549 to avoid or recover transfers or property.

1.10. “Ballot” shall mean the ballot accompanying this Plan or Order approving the Disclosure Statement, if separately rendered, upon which holders of impaired Claims entitled to vote on this Plan shall indicate their acceptance or rejection of this Plan in accordance with the instructions regarding voting.

1.11. “Bankruptcy Code” or “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.

1.12. “Bankruptcy Court” or “Court” shall mean the United States Bankruptcy Court for the Southern District of Florida, Miami 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.

1.13. “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.

1.14. “Business Day” shall mean a day other than a Saturday, Sunday or legal holiday.

1.15. “Cash” shall mean cash or cash equivalents, including, but not limited to, checks, bank deposits, proceeds or other similar items.

1.16. “Cause(s) of Action” shall mean any and all causes of action to recover funds for the benefit of the estate.

1.17. “Chapter 11 Case” or “Case” shall mean the proceeding under Chapter 11 of the Bankruptcy Code under case number 17-15918-BKC-RAM.

1.18. “Claim” shall have the meaning provided for such term in Section 101(5) of the Bankruptcy Code.

1.19. “Claimant,” “Claimholder” or “Creditor” shall mean the holder of a Disputed Claim or Allowed Claim, as the case may be.

1.20. “Claims Bar Date” means September 18, 2017, which is the date currently set by the Bankruptcy Court as the last day for filing a proof of claim for all creditors except a governmental units against the Debtor, or such other date as the Court may set.

1.21. “Claim Objection Deadline” shall mean the date set by order of the Bankruptcy Court (without notice or hearing) for objecting to Claims against the Estate.

1.22. “Class” shall mean a group of Claims or Equity Interests consisting of Claims or Equity Interests that are substantially similar to each other as classified pursuant to the Plan in accordance with Section 1122 of the Bankruptcy Code.

1.23. “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.

1.24. “Confirmation” or “Confirmation Date” shall mean the date on which the Confirmation Order is entered on the Bankruptcy Court’s docket.

1.25. “Confirmation Hearing” shall mean the hearing conducted by the Bankruptcy Court under Section 1128 of the Bankruptcy Code wherein the Bankruptcy Court shall

consider confirmation of this Plan, in accordance with Section 1129 of the Bankruptcy Code, as the same may be continued from time to time.

1.26. “Confirmation Order” shall mean the Final Order of the Bankruptcy Court confirming this Plan pursuant to Section 1129 of the Bankruptcy Code.

1.27. “Creditor” shall mean any person or entity that is a holder of a Claim against the Debtor.

1.28. “Debtor” shall mean Aqua Life, Corp. d/b/a Pinch-a-Penny #43.

1.29. “Disclosure Statement” shall mean the Disclosure Statement for the Plan of Reorganization proposed by Debtor 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).

1.30. “Disputed Claim” shall mean: (i) a liability scheduled on the Schedules or the Amended Schedules as disputed, contingent, or unliquidated; or (ii) a timely filed proof 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.

1.31. “Disputed Claims Reserve” means a reserve of cash, if such becomes necessary, to be disbursed pursuant to this Plan and established pursuant to this Plan for Disputed Claims in each Class of Claims that will receive cash under this Plan.

1.32. Omitted.

1.33. “Effective Date” shall mean the date on which distributions to Creditors shall commence after the entry of the Confirmation Order. The Effective Date in this case shall take place on the later of thirty (30) days after the entry of the Confirmation Order or July 15, 2018.

1.34. “Estate” means the estate created by Section 541 of the Bankruptcy Code upon the Debtor’s filing of its voluntary petition with the Bankruptcy Court in this Case.

1.35. “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.

1.36. “Equity Interest” shall mean a share of stock, warrant or right, other than a right to convert, to purchase, sell, or subscribe to a share, security, or interest in the Debtor, as more specifically defined in Section 101(16) of the Bankruptcy Code.

1.37. “Executory Contracts” shall mean all contracts, oral or written, to which the Debtor is a party and which are executory within the meaning of Section 365 of the Bankruptcy Code.

1.38. “Final Order” means an order or judgment of the Bankruptcy Court which has not been reversed, stayed, modified or amended and (i) as to which the time to appeal or seek reconsideration or rehearing thereof has expired; (ii) in the event a motion for reconsideration or rehearing is filed, such motion shall have been denied by an order or judgment of the Bankruptcy Court; or (iii) in the event an appeal is filed and pending, a stay pending appeal has not been entered; provided, however that with respect to an order or judgment of the Bankruptcy Court allowing or disallowing a Claim, such order or judgment shall have become final and nonappealable; provided further that the possibility that a motion under Rule 59 or Rule 60 of the Federal Rules of Civil Procedure, or analogous rule under the Bankruptcy Rules, may be filed with respect to such order or judgment shall not cause such order or judgment to not be a Final Order.

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

1.40. “General Unsecured Claim” shall mean any Claim against the estate of the Debtor other than an Administrative Claim, a Secured Claim, or a Priority Claim.

1.41. “Governmental Unit” shall have the meaning set forth in Section 101(27) of the Bankruptcy Code.

1.42. “Holder” shall mean a creditor of the estate whose claim is not a Disputed Claim and who is entitled to vote on the Plan.

1.43. “Impaired” shall mean that the Holder of an Allowed Claim will not receive a one hundred (100%) percent distribution on account of such Claim on the Effective Date.

1.44. “Insiders” shall have the meaning given such term in Section 101(31) of the Bankruptcy Code.

1.45. “Lien” means any charge against or interest in property to secure payment of an Allowed Claim, including, without limitation, any judicial lien, security interest, mortgage, deed of trust, or statutory lien as defined in the Bankruptcy Code or in any applicable state or federal law.

1.46. “Nissan Motors” shall mean the Nissan Motors Acceptance Corporation.

1.47. “Petition Date” shall mean the date that the voluntary petition was filed in this Case, which date was May 10, 2017.

1.48. “Pinch A Penny” shall refer to Pinch A Penny, Inc., the Debtor’s franchisor.

1.49. “Plan” shall mean the Debtor’s Plan of Reorganization in its entirety, together with all addenda, exhibits, schedules, and other attachments thereto, in its present form or as it may be modified, amended, or supplemented from time to time.

1.50. “Plan Documents” shall mean the combined Disclosure Statement and the Plan along with any referenced exhibits.

1.51. “Plan Fund” means such sums that the Debtor will contribute for payment of Allowed Claims under this Plan.

1.52. “Plan Payment” means disbursements contemplated in the Plan.

1.53. “Plan Period” shall mean the period of time between entry of the Confirmation Order and the last payment due under the Plan.

1.54. “Premises” shall mean the location from where the Debtor principally operates its business, located at 11035 Bird Road, Miami, Florida 33165.

1.55. “Principals” shall mean collectively, Luis F. Ibarra, Ana Ibarra, Luis E. Ibarra, and Raymond Ibarra as shareholders of the Debtor.

1.56. “Priority Claim” shall mean a Claim entitled to priority under Section 507 of the Bankruptcy Code.

1.57. “Professional” shall mean a person or entity (a) employed in the Chapter 11 Case pursuant to a Final Order in accordance with Sections 327, 328, or 1103 or otherwise of the Bankruptcy Code or (b) for which compensation and reimbursement has been allowed by the Bankruptcy Court pursuant to Section 503(b)(4) of the Bankruptcy Code.

1.58. “Professional Claim” shall mean the Claim of any legal counsel, accountant, consultant, financial advisor, or other Professional entitled to such Claim pursuant to Sections 327, 328, 330, 331, 503(b) or 1103 of the Bankruptcy Code for services rendered before the Effective Date.

1.59. “Reorganized Debtor” shall mean the Debtor in its restructured and reorganized form as of the entry of the Confirmation Order.

1.60. “Scheduled” means as set forth in the Debtors’ Schedules of Assets and Liabilities.

1.61. “Schedules” or “Amended Schedules” shall mean the Schedules and any Amended Schedules to the Debtor’s bankruptcy petition filed or which may be filed by the Debtor in this Chapter 11 Case.

1.62. “Secured Creditor” shall mean a Creditor that is a holder of a Secured Claim whether allowed or disputed, as the case may be, against the Debtor.

1.63. “Secured Creditors” shall mean collectively, Pinch A Penny, Nissan Motors, Ocean Bank, and Wells Fargo.

1.64. “United States Trustee” shall mean the Assistant United States Trustee for the Southern District of Florida.

1.65. “Unliquidated Claims” shall include all Claims scheduled as such by the Debtor and any Claim filed by Claimant without a specific dollar amount identified.

1.66. “Wells Fargo” shall refer to Wells Fargo Commercial Distribution Finance, LLC.

B. 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. INTRODUCTION

This Disclosure Statement describes the Plan of the Debtor. This Disclosure Statement and the Plan are propounded pursuant to sections 1125 and 1129 of title 11 of the United States Code (the “Bankruptcy Code”), and submitted to all known Creditors and holders of Claims and Equity Interests against Debtor for the purpose of disclosing the information that is material and necessary for Claimants to make an informed decision in exercising their right to vote on and understand the distribution scheme and proposed reorganization of the Debtor pursuant to the Plan. A copy of the Plan is attached as “Exhibit A” to this Disclosure

Statement. Reorganization pursuant to Chapter 11 of the Bankruptcy Code depends upon the receipt of a sufficient number of votes in favor of reorganization. Your vote, therefore, is important. *Your rights may be affected by the treatment of your claim or interest under the Plan. Therefore, you should read this Disclosure Statement and the Plan carefully, and discuss it with your attorney. If you do not have an attorney, you may wish to consult one.*

You are urged to study the Plan in full and to consult with your counsel about the Plan and its effect, including possible tax consequences, upon your legal rights. Please read this Disclosure Statement carefully before voting on the Plan. ***CREDITORS CONCERNED WITH HOW THE PLAN MAY AFFECT THEIR TAX LIABILITY SHOULD CONSULT WITH THEIR OWN ACCOUNTANTS, ATTORNEYS, OR OTHER ADVISORS.***

The financial information contained herein is not covered by a certified audit of independent public accountants. For this reason, the Debtor is unable to represent that the information contained in this Disclosure Statement is without inaccuracy, although every effort has been made to present the information fairly and accurately. Additional information can be found in the Debtor's Statement of Financial Affairs, Schedules of Assets and Liabilities, and Monthly Operating Reports, all of which have been filed with the United States Bankruptcy Court for the Southern District of Florida in the Debtor's Chapter 11 Case.

Except as otherwise expressly indicated herein, the portions of this Disclosure Statement describing the Debtor, its business, and the Plan have been prepared from information furnished by Debtor's management. This Disclosure Statement uses defined terms in capital letters. For the definitions of capitalized terms (not otherwise defined herein), see Article 1 in the Plan.

The proposed distributions to all Classes under the Plan are discussed at Article V of this Disclosure Statement.

A. Purpose of this Document

This Disclosure Statement describes:

- a. A brief explanation of Chapter 11 and the Confirmation process,
- b. The business of Debtor and significant events during the Chapter 11 Case,
- c. How the Plan proposes to treat Claims and Equity Interests of the type you hold (*i.e.*, what you will receive on your Claim or Equity Interests if the Plan is confirmed),
- d. Who can vote on or object to the Plan,
- e. What factors the Bankruptcy Court will consider when deciding whether to confirm the Plan,
- f. Why the Debtor believes the Plan is feasible, and how the treatment of your Claim or Equity Interest under the Plan compares to what you would receive on your Claim or Equity Interest in liquidation, and
- g. The effect of Confirmation on the Plan.

ARTICLE III. OVERVIEW OF CHAPTER 11

A. *Brief Explanation of Chapter 11*

Chapter 11 is the principal reorganization chapter of the Bankruptcy Code. Pursuant to Chapter 11, a Debtor is authorized to reorganize or liquidate its business for its benefit and for the benefit of Creditors and Equity Interest Holders. Upon the filing of a petition under Chapter 11, actions by Creditors and Claimants attempting to collect on pre-petition Claims or to foreclose upon any of the Debtor's property are automatically stayed during the pendency of the Chapter 11 case.

In this case, the Debtor, a small business, has continued in possession of its property. Accordingly, pursuant to Section 1107(a) of the Bankruptcy Code, the Debtor is vested with substantially the same powers as a trustee under the Bankruptcy Code.

B. *Voting on the Plan*

Formulation of a plan of reorganization is the principal purpose of a Chapter 11 reorganization proceeding. However, liquidation of a Debtor's assets is also permitted under Chapter 11. The Plan is the vehicle through which Claims of the Debtor's Creditors are satisfied. Each Creditor entitled to vote on the Plan may cast its vote for or against the Plan by completing, dating, and signing the Ballot Form, which shall accompany the Plan. The Bankruptcy Court will, by separate Order, order that Ballots and objections to Confirmation of the Plan, must be received at the offices of Debtor's counsel, Jacqueline Calderin, Esq., Ehrenstein Charbonneau Calderin, 501 Brickell Key Drive, Suite 300, Miami, FL 33131 and the Office of the United States Trustee, 51 SW 1st Avenue, Room 1204, Miami, FL 33130, no later than 5:00 p.m. on the date set forth in the Ballot and Order that shall accompany this Disclosure Statement or be provided by separate mailing.

This Disclosure Statement is intended to assist Creditors in evaluating the Plan and in determining whether to accept the Plan. **UNDER THE BANKRUPTCY CODE, YOUR VOTE FOR ACCEPTANCE OR REJECTION MAY NOT BE SOLICITED UNLESS YOU RECEIVE A COPY OF THIS DISCLOSURE STATEMENT PRIOR TO OR CONTEMPORANEOUS WITH SUCH SOLICITATION. THE SOLICITATION OF VOTES ON THE PLAN IS GOVERNED BY THE PROVISIONS OF SECTION 1125(b) OF THE BANKRUPTCY CODE, THE VIOLATION OF WHICH MAY RESULT IN SANCTIONS BY THE COURT, INCLUDING DISALLOWANCE OF THE SOLICITED VOTE, AND LOSS OF THE “SAFE HARBOR” PROVISIONS OF SECTION 1125(e) OF THE BANKRUPTCY CODE.**

Only the votes of Creditors in the Classes that are impaired by the Plan will be counted to determine if the Plan is accepted by Creditors. In this case, all Classes except for Class 7 are impaired by the Plan. Only Classes 1, 2, 3, 4, 5 and 6 are entitled to vote. Therefore, only Classes 1, 2, 3, 4, 5 and 6 will have their votes counted. Votes on the Plan will only be counted for those Claims for which (a) the Claim was scheduled by the Debtor as undisputed, liquidated, and not contingent or (b) a proof of Claim was filed before the Bar Date, if any, provided such Claim has not been disallowed, objected to, or suspended prior to the computation of the vote. *The Ballot Form does not constitute a proof of Claim.*

C. *The Confirmation Hearing*

The Bankruptcy Court will schedule a hearing on the Confirmation of the Plan to determine if the Plan has been accepted by the requisite number of Creditors and whether the other requirements necessary to Confirmation have been satisfied. The date on which the Confirmation hearing will be conducted will be set forth in the Bankruptcy Court’s Order

setting the hearing on Confirmation of the Plan, which will be provided either with the Plan or in a separate mailing.

D. Confirmation

At the Confirmation hearing, the Bankruptcy Court will determine, among other things, whether the Plan has been accepted by each Impaired Class. Under Section 1126 of the Bankruptcy Code, an Impaired Class is deemed to have accepted the Plan if at least two-thirds in amount and more than one-half in number of Allowed Claims in such Class voting to accept or reject the Plan have voted in favor of acceptance.

There are two methods by which the Plan can be confirmed: (i) the “acceptance” method in which all Impaired Classes have voted to accept the Plan as described above; and (ii) the “cram-down” method, in which the Plan is not accepted by one or more of the Impaired Classes, provided the Bankruptcy Court finds that the Plan does not discriminate unfairly and is fair and equitable to such Class or Classes. For a Plan to be confirmed under the “non-acceptance” or “cram-down” method, it must be accepted by at least one Class of Claims or Interests that is Impaired by the Plan. The Debtor may choose to rely upon the “non-acceptance” method to seek Confirmation of the Plan, if it is not accepted by all Impaired Classes of Creditors.

Section 1129(b) of the Bankruptcy Code provides that the Bankruptcy Court may confirm the Plan notwithstanding its rejection by one or more Impaired Class if the Bankruptcy Court finds that the Plan is fair and equitable with respect to each Impaired Class that does not accept the Plan. With respect to Classes of Secured Creditors, the fair and equitable test requires that a Secured Creditor (i) retain its lien or liens and receive cash payments having a present value equal to its Allowed Secured Claim; (ii) receive the proceeds from the sale of its

collateral, or (iii) realize the indubitable equivalent of its Claim. With respect to a Class of Unsecured Claims, the fair and equitable test requires that if each Claimant in such Class does not receive property having a present value equal to the amount of such Claimant's Allowed Claim, no junior class can receive any property on account of such junior Claim or Equity Interest. If the Bankruptcy Court orders Confirmation of the Plan, then pursuant to Section 1141(d) of the Bankruptcy Code, the Debtor is discharged from all pre-Confirmation debts except as provided in the Plan. Confirmation makes the Plan binding on the Debtor, all Creditors, Equity Interest Holders, and other parties in interest regardless of whether they voted to accept or reject the Plan.

ARTICLE IV. THE DEBTOR'S BUSINESS AND THE CHAPTER 11 CASE

A. *Aqua Life's Business, its History, and its Premises*

Aqua Life is a Florida corporation that operates a family-owned Pinch A Penny franchise that provides swimming pool retail, service, construction, and repair business through a franchised agreement initially entered into on or around since 1985¹. Under the Franchise Agreement, the Debtor is obligated to maintain certain franchise standards and pay licensing fees in the approximate amount of 10% of revenue (the "Franchise Fee"). A valuable component of the Franchise Fee includes corporate wide marketing campaigns that would otherwise be too costly for a business the Debtor's size to absorb. As a measure to ensure operational and financial compliance by the franchisees with Pinch A Penny standards, Pinch A Penny conducts a bi-annual audit, which audit includes review of the franchisee's books and records. As an incentive to high-performing franchises, Pinch A Penny frequently awards trips

¹ (the "Franchise Agreement", which includes numerous and amendments, continuations; the most recent version of which was executed on or around September 2016).

to its franchise owners. For several years, Aqua Life has distinguished itself as a top performing franchisee, resulting in the award of several fully paid trips to the Principals and their families, including trips to Alaska, the Bahamas, Canada, and several cruises.

Pinch A Penny additionally

The Debtor is a closely-held, family run enterprise and a small business debtor pursuant to Section 101(51D) of the Bankruptcy Code. As of the Petition Date, the Debtor employed approximately 29 full- and part-time employees, including 2 officers that work as general managers, for retail (Raymond Ibarra) and construction (Luis E. Ibarra), 1 salaried employee, 2 assistant managers, 8 hourly employees, and the balance of its employees are hourly plus commission earners.

At its inception, Aqua Life initially operated from a rented storefront that was formerly a 7-11 convenience store located in a strip shopping center owned by The Southland Corporation (the “**7-11 Location**”). In 1987, Mr. and Mrs. Ibarra purchased the 7-11 Location and Southland Corporation issued a special warranty deed to Luis F. Ibarra and Ana Ibarra as husband and wife. Mr. and Mrs. Ibarra held title to the 7-11 Location as tenants by the entirety until 2007, when Mr. and Mrs. Ibarra gifted the 7-11 Location to Ralu Corp. Ralu Corp. is an entity owned jointly by Mr. and Mrs. Ibarra and their sons, Luis E. and Raymond Ibarra. In or around June 2009, Ralu Corp. obtained a \$1.6 million loan from Professional Bank (the “**Professional Bank Loan**”), the proceeds of which were used primarily by Ralu Corp. to purchase and improve a vacant lot adjacent to the 7-11 Location. The improvements to the vacant lot included a 9,200 square foot building (the “**Ralu Building**”). Upon completion of the construction, Ralu Corp. leased the Ralu Building to Aqua Life and Aqua Life has continuously and exclusively leased the Ralu Building. The term of the current lease

agreement between Ralu Corp. and Aqua Life is on a “year-to-year” basis, terminable by either party. During the course of the landlord-tenant relationship between Ralu Corp. and Aqua Life, Aqua Life has at various times made its lease payments directly to Ralu Corp. or to Professional Bank and taxing authorities in *lieu* of rent.

Since its inception, the Principals have, at various times, provided unsecured loans to the Debtor, some of which remain unpaid as of the Petition Date. (*See*, Schedule F at ECF #52).²

B. *Business Factors Necessitating the Chapter 11 Case*

Prepetition, the Debtor was a defendant in a slew of labor-related claims brought by one lawyer who specializes in these types of claims. Three of the claimants are related (Suzette Cardenas, her husband, and his father) and allege that the Debtor wrongfully terminated all three of them. One of the labor claimants obtained a judgment pre-petition. Although the Debtor believes the labor claims are wholly without merit, the Debtor is a small business and could not afford to continue to defend these claims piecemeal or to prosecute an appeal on the one claim where judgment was rendered against the Debtor, notwithstanding that the Debtor believes the trial court committed reversible error. The Debtor filed Chapter 11 with the hope of dealing with all claims in an organized fashion. The Debtor believes that restructuring its obligations will increase free cash flow for operations at the same time that the restructured obligations can be adequately serviced and payments made to creditors pursuant to the terms of the Plan.

C. *Aqua Life’s Secured Indebtedness*

² A non-exhaustive sample of said contributions and their respective sources include, e.g., (a) a \$400,000 line of credit loan against Raymond and Celina Ibarra’s home; (b) a \$200,000 line of credit loan against Luis F. and Ana Ibarra’s home; (c) a cash out of Luis E. Ibarra’s IRA account in the sum of \$73,000.

As of the Petition Date, the Debtor has four Secured Creditors that have asserted lien interests in the Debtor's assets: (i) Pinch A Penny, (ii) Nissan Motors, (iii) Ocean Bank, and (iv) Wells Fargo.

1. Pinch A Penny

The Franchise Agreement granted Pinch A Penny and its affiliated companies, including Sun Wholesale and Porpoise Pool & Patio, Inc. ("Porpoise"), a security interest in all the business assets of Aqua Life, including all merchandise, equipment, products, or supplies to secure any indebtedness to Aqua Life, as well as a purchase money security interest in all products that Aqua Life purchases from Pinch A Penny or its affiliates.

Contemporaneous with the execution of the original Franchise Agreement, Pinch A Penny and its affiliates, Sun Wholesale and Porpoise, filed Form UCC-1 Financing Statement Forms with the Florida Secured Transaction Registry asserting a blanket security interest in all of Aqua Life's accounts, fixtures, documents, equipment, inventory, instruments, chattel papers, general intangibles, and other personal property then-owned or thereafter acquired by Aqua Life for use in its franchised business and all proceeds and products thereof. The most recent Form UCC-3 continuing the perfection of Pinch A Penny's lien interests was filed on or around December 18, 2013.

As of the Petition Date, the Debtor was indebted to Pinch A Penny in the amount of \$443,018.26. *See* Proof of Claim #5 (filed by Pinch A Penny on behalf of itself and its affiliates).

2. Ocean Bank

In 2014, Ralu Corp. submitted a loan application to Ocean Bank for the purpose of refinancing the Professional Bank Loan. Given that Aqua Life was Ralu Corp.'s

only tenant (and source of income), and was itself a cash-flowing business, Ocean Bank conditioned the loan to Ralu Corp on Aqua Life guaranteeing the indebtedness on the refinance. Aqua Life agreed and on or around December 16, 2014 Ralu Corp. obtained a \$1,550,000.00 loan from Ocean Bank for the (the "Premises Loan") with Aqua Life as co-borrower. To effectuate the Premises Loan, Aqua Life and Ralu Corp. executed a certain promissory note and mortgage and security agreement in favor of Ocean Bank. Thereafter, Ocean Bank filed a Form UCC-1 Financing Statement with the Florida Secured Transaction Registry asserting a blanket security interest in, among other others, all of Aqua Life's corporate assets located at the Debtor's business premises, including but not limited to accounts, chattel paper, inventory, equipment, deposit accounts, general intangibles, furnishings, and fixtures, whether then-owned or thereafter acquired to secure the obligations under the Premises Loan. Upon closing of the Premises Loan, Ralu Corp loaned Aqua Life approximately \$200,000.00, which sum Aqua Life used primarily for inventory and collateral brand accessories required by the Pinch A Penny franchise agreement. As of the Petition Date, approximately \$1,467,678.00 remains outstanding under the Premises Loan.

Simultaneous with the Premises Loan transaction, the Debtor and Ralu Corp. entered into a business loan agreement with Ocean Bank, wherein Ocean Bank loaned the sum of \$200,000.00 (the "LOC Note"). Contemporaneously with the execution of the LOC Note, Ocean Bank filed a UCC-1 financing statement perfecting its blanket lien interest in all assets of the Debtor. The LOC Note refinanced a prior line of credit obligation with Wells Fargo. The balance due under the LOC Note as of the Petition Date is \$199,852.71.

3. *Wells Fargo*

Prior to the Petition Date, Aqua Life entered into a certain inventory financing agreement with GE Commercial Distribution Finance Corp. (“GE CDF”) dated June 27, 2011 to obtain a line of credit for certain products (the “Floor Plan Agreement”). The Floor Plan Agreement granted GE Finance Corp. a blanket security interest in all personal property of Aqua Life. To perfect the security interest given in the Floor Plan Agreement, GE Finance Corp. filed a Form UCC-1 Financing Statement Form with the Florida Secured Transaction Registry on June 30, 2011. Thereafter, Wells Fargo acquired GE CDF and is now the current lender under the Floor Plan Agreement.

As of the Petition Date, approximately \$131,095.00 remains outstanding under the Floor Plan Agreement. The Debtor has continued to service the Wells Fargo obligation pursuant to the Court’s order approving use of cash collateral [ECF #63]. The current balance due to Wells Fargo as of the date of this Disclosure Statement is approximately \$50,920.00.

4. *Nissan Motors*

On or around April 4, 2014, the Debtor entered into a retail purchase money agreement with Nissan Motors for the purchase of a certain Nissan NV 1500 Truck used in the operations of the Debtor’s business. The Debtor has continued to service the debt to Nissan Motors in the ordinary course. As of the Petition Date, the balance owed to Nissan Motors was \$13,876.12.

D. *Prepetition Priority and Unsecured Claims*

Based upon timely filed proof of claim, the Debtor’s Schedules of Assets and Liabilities, and resolutions of certain claims as of the date of this Disclosure Statement, approximately \$4,028,173 in General Unsecured Claims (excluding Claims of Insiders) have

been filed or asserted in the Case and no claims have been filed as Priority Claims. A copy of the Claims Register maintained by the Bankruptcy Court is attached hereto as “**Exhibit B**”.

To the extent that a creditor filed a proof of claim that was also scheduled by the Debtor, the filed proof of claim would supersede the scheduled claim, subject to alternative resolutions obtained in the claims objection process. The Debtor does not waive any objections to or concede that any of these claims are or will be allowed. The Debtor has not yet completed its review of and possible objections to timely filed claims. Based on the filed claims, potential claims objections, and the funds available for distribution under the Plan, the Debtor estimates a distribution equal to one hundred percent (100%) of each Allowed Class 5 Convenience Claims and a distribution equal to one percent (1%) of each Allowed Class 6 Claimholder’s Claim. This percentage distribution is provided for Disclosure Statement purposes only and should not be construed by any Claim or Equity Interest Holder to mean that its Claim will be allowed or that it will actually receive this percentage distribution on its Claim.

E. Significant Events in the Chapter 11 Case Including First Day Motions

As of the Petition Date, the Debtor, through its counsel, filed the following motions:

1. Debtor’s Emergency Application for Approval, on an Interim and Final Basis, of Employment of Jacqueline Calderin, Esq. and the law firm of Ehrenstein Charbonneau Calderin as General Bankruptcy Counsel for the Debtor-in-Possession, *Nunc Pro Tunc* to Petition Date [ECF # 5];
2. Debtor’s Emergency Motion to Continue Use of Cash Management System [ECF# 8];
3. Debtor’s Emergency Motion Pursuant to 11 U.S.C. §§ 105, 361, 362, and 363, Bankruptcy Rules 4001(b) and 6003, and Local Rules 4001-2 and 9013-1 for Interim Order (A) Authorizing Use of Cash Collateral, (B) Finding that Secured Creditor is Adequately Protected; and (3) Scheduling Final Hearing [ECF# 9] (the “Cash Collateral Motion”);

4. Debtor's Emergency Motion for an Order Authorizing Debtor to Honor Customer Deposits and Customer Loyalty Programs [ECF# 12];
5. Debtor's Expedited Motion for Authority to Pay Pre-Petition Wages and Salaries [ECF# 17];
6. Debtor's Application to Retain Current Outside Bookkeeper Reinaldo L. Azan, CPA and the Firm of Reinaldo L. Azan, CPA as Debtor's Accountant and Bookkeeper, *Nunc Pro Tunc* to Petition Date [ECF # 26]; and
7. Motion to Approve Adequate Protection Agreement between Debtor and Franchisor *Nunc Pro Tunc* to Petition Date [ECF# 27]; and
8. Debtor's Motion to Authorize Debtor in Possession Financing [ECF # 105].

1. *Use of Cash Collateral*

As of the Petition Date, Pinch A Penny, Ocean Bank, and Wells Fargo claimed an interest in substantially all of the Debtor's assets, including the Debtor's cash. As with any operating business, the Debtor required access to cash in order to fund its operations, including payment to employees and purchasing inventory. Consequently, in order to continue operating during the pendency of this Chapter 11 case, the Debtor sought and obtained orders from the Court (with the consent of Secured Creditors), authorizing the Debtor to use cash that may constitute cash collateral of the Secured Creditors. [ECF ##34, 63, 120, 146].

The Debtor's authority to use cash collateral currently expires on April 30, 2018, and may be extended without notice or hearing upon written consent of the Secured Creditors and the U.S. Trustee. To the extent necessary, the Debtor will seek a further extension of the authority to use cash collateral in due course.

F. *Claims*

1. **Bar Date for Filing Proofs of Claims.** The general Claims Bar Date in this case was on **September 18, 2017**.

2. Claims Objections Generally. There are several Creditors that the Debtor scheduled as disputed, contingent, or unliquidated. These Creditors have been so designated on Schedule F (the “Disputed Creditors”). To the extent that any of these Disputed Creditors filed or files a proof of claim, the Debtor may object to these Claims. In addition, there may exist proofs of claim that may have been filed, but not scheduled, and to which the Debtor may file an objection. Only creditors with Allowed Claims are entitled to vote on the Plan.

ARTICLE V. DEADLINES FOR VOTING AND OBJECTING

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

A. *Final Hearings to Approve the Disclosure Statement and Plan*

The hearings to finally approve this Disclosure Statement and confirm the Plan will be set by the Court and held at the United States Bankruptcy Court, C. Clyde Atkins United States Courthouse, 301 N. Miami Avenue, Courtroom 4, Miami FL 33128, and notice of the hearings will be provided to all parties in interest.

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

If you are entitled to vote to accept or reject the Plan, vote on the enclosed ballot and return the ballot in the enclosed envelope to:

Clerk’s Office - Miami Division
C. Clyde Atkins Federal Building
301 N Miami Avenue
Room 150
Miami, Florida 33128
T. 305.714.1800

With a copy to:

Jacqueline Calderin, Esq.
Counsel to the Debtor

Ehrenstein Charbonneau Calderin
501 Brickell Key Drive, Suite 300
Miami, Florida 33131

Your ballot must be received by the voting deadline established by the Bankruptcy Court or it will not be counted.

Each Creditor entitled to vote on the Plan may cast its vote for or against that Plan by completing, dating, and signing the Ballot Form (the “Ballot”), which shall accompany the Plan. The Bankruptcy Court will, by separate Order, order that Ballots and objections to Confirmation of the Plan, be received at the offices of Debtor’s counsel, Jacqueline Calderin, Esq., Ehrenstein Charbonneau Calderin, 501 Brickell Key Drive, Suite 300, Miami, FL 33131 and the Office of the United States Trustee, Region 21, 51 SW First Avenue, Room 1204, Miami, FL 33130, no later than 5:00 p.m. on the date set forth in the Ballot and Order approving this Disclosure Statement or be provided by separate mailing.

This Disclosure Statement is intended to assist Creditors in evaluating the Plan and in determining whether to accept the Plan. **UNDER THE BANKRUPTCY CODE, YOUR VOTE FOR ACCEPTANCE OR REJECTION MAY NOT BE SOLICITED UNLESS YOU RECEIVE A COPY OF THIS DISCLOSURE STATEMENT PRIOR TO OR CONTEMPORANEOUS WITH SUCH SOLICITATION. THE SOLICITATION OF VOTES ON THE PLAN IS GOVERNED BY THE PROVISIONS OF SECTION 1125(b) OF THE BANKRUPTCY CODE, THE VIOLATION OF WHICH MAY RESULT IN SANCTIONS BY THE COURT, INCLUDING, BUT NOT LIMITED TO, DISALLOWANCE OF THE SOLICITED VOTE, AND LOSS OF THE “SAFE HARBOR” PROVISIONS OF SECTION 1125(e) OF THE BANKRUPTCY CODE.**

Only the votes of Creditors in the non-Insider Classes that are Impaired by the Plan will be counted to determine if that Plan is accepted by Creditors. Therefore, Classes 1 through 6 of the Plan will have their votes counted. Votes on the Plan will only be counted for those Claims for which a proof of Claim was filed before the applicable Claims Bar Date, if any, provided such Claim has not been disallowed or suspended prior to the computation of the vote. **The Ballot Form does not constitute a proof of Claim.**

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

Objections to this Disclosure Statement or to the Confirmation of the Plan must be filed with the Court at the Clerk's Office address provided above and served upon Debtor's counsel, Jacqueline Calderin, Esq., and the Office of the United States Trustee, 51 SW 1st Avenue, Room 1204, Miami, FL 33131, by the date and time set forth in the Order conditionally approving this Disclosure Statement.

D. *Sources of Information*

Except as otherwise expressly indicated, the portions of this Disclosure Statement describing the Debtor, its business, property, and management have been prepared from information furnished by the Debtor.

Certain of the materials contained in this Disclosure Statement are taken directly from other readily accessible documents or are digests of other documents. While the Debtor has made every effort to retain the meaning of such other documents or portions that have been summarized, the Debtor urges that any reliance on the contents of such other documents should depend on a thorough review of the documents themselves. In the event of a discrepancy between this Disclosure Statement and the actual terms of a document, the actual terms of the document shall govern, control, and apply.

The statements contained in this Disclosure Statement are made as of the date hereof unless another time is specified, and neither the delivery of this Disclosure Statement nor any exchange of rights made in connection with it shall, under any circumstances, create an implication that there has been no change in the facts set forth herein since the date of this Disclosure Statement.

No statements concerning the Debtor, the value of its property, or the value of any benefit offered to the holder of a Claim or Equity Interest under the Plan should be relied on other than as set forth in this Disclosure Statement. In arriving at a decision, parties should not rely on any representation or inducement made to secure their acceptance or rejection that is contrary to information contained in this Disclosure Statement, and any such additional representations or inducements should be immediately reported to counsel for the Debtor. If you want additional information about the Plan, please contact counsel for the Debtor, Jacqueline Calderin, Esq. via email jc@agentislaw.com or by phone at 305-722-2002.

E. *Disclaimer*

The Court has not yet approved this Disclosure Statement as containing adequate information to enable parties affected by the Plan to make an informed judgment about its terms. The Court has not yet determined whether the Plan meets the legal requirements for confirmation.

THE APPROVAL BY THE BANKRUPTCY COURT OF THIS DISCLOSURE STATEMENT DOES NOT CONSTITUTE AN ENDORSEMENT BY THE BANKRUPTCY COURT OF THE PLAN OR A GUARANTEE OF THE ACCURACY OR COMPLETENESS OF THE INFORMATION CONTAINED HEREIN. THE MATERIAL CONTAINED IN THIS DISCLOSURE STATEMENT IS INTENDED SOLELY FOR THE USE OF CLAIMHOLDERS IN EVALUATING THE PLAN AND VOTING TO ACCEPT OR REJECT THE PLAN. ACCORDINGLY, YOU SHOULD NOT RELY ON IT FOR ANY PURPOSE OTHER THAN TO DETERMINE HOW TO VOTE ON, OR WHETHER TO OBJECT TO, THE PLAN. THE LIQUIDATION OF THE DEBTOR PURSUANT TO THE PLAN IS SUBJECT TO

NUMEROUS CONDITIONS AND VARIABLES, AND THERE CAN BE NO ABSOLUTE ASSURANCE THAT THE PLAN, AS CONTEMPLATED, WILL BE EFFECTUATED.

THE DEBTOR BELIEVES THAT THE PLAN AND THE PROPOSED TREATMENT OF CLAIMS IS IN THE BEST INTEREST OF CREDITORS, AND THEREFORE URGES YOU TO VOTE TO ACCEPT THE PLAN.

THIS DISCLOSURE STATEMENT HAS NOT BEEN APPROVED OR DISAPPROVED BY THE SECURITIES AND EXCHANGE COMMISSION (“SEC”), NOR HAS IT PASSED ON THE ACCURACY OR ADEQUACY OF THE STATEMENTS CONTAINED HEREIN. ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL. THE PLAN SHOULD BE REVIEWED CAREFULLY.

NEITHER THE FILING OF THE PLAN NOR ANY STATEMENT OR PROVISION CONTAINED IN THE PLAN OR IN THIS DISCLOSURE STATEMENT, NOR THE TAKING BY ANY PARTY IN INTEREST OF ANY ACTION WITH RESPECT TO THE PLAN, SHALL (i) BE OR BE DEEMED TO BE AN ADMISSION AGAINST INTEREST AND (ii) UNTIL THE EFFECTIVE DATE, BE OR BE DEEMED TO BE A WAIVER OF ANY RIGHTS ANY PARTY IN INTEREST MAY HAVE (a) AGAINST ANY OTHER PARTY IN INTEREST OR (b) IN ANY OF THE ASSETS OF ANY OTHER PARTY IN INTEREST, AND, UNTIL THE EFFECTIVE DATE, ALL SUCH RIGHTS ARE SPECIFICALLY RESERVED. IF THE PLAN IS NOT CONFIRMED OR FAILS TO BECOME EFFECTIVE, NEITHER THE PLAN NOR THE DISCLOSURE STATEMENT, NOR ANY STATEMENT CONTAINED IN THE PLAN OR IN THE DISCLOSURE STATEMENT, MAY BE USED OR RELIED ON IN ANY MANNER IN ANY SUIT, ACTION, PROCEEDING OR CONTROVERSY, WITHIN OR WITHOUT THE DEBTOR’S CHAPTER 11 CASE, INVOLVING THE DEBTOR, EXCEPT WITH RESPECT TO CONFIRMATION OF THE PLAN.

ARTICLE VI. SUMMARY OF THE PLAN AND DISTRIBUTION SCHEME

A. *SOURCES OF PLAN FUNDING*

The Plan shall be funded by a Plan Fund consisting of: (i) funds on deposit in the Debtor’s account on the Effective Date, (ii) future revenues from the business operations and receivables of the Debtor and the Reorganized Debtor following confirmation of the Plan, (iii)

recovery of \$40,000.00 in recovery of potential preference payments³; and (iv) additional new value contributed by the Principals. The total sum of new value payments to be contributed by the Principals is a material component of the Plan's feasibility (*See*, cash flow projections attached as "**Exhibit E**" (the "Plan Projections"). Specifically, the Principals will be required to deposit the sum of \$250,000.00 from their personal assets during the life of the Plan in order to maintain positive cash flow during the term thereon and complete plan payments with a resulting available cash balance of \$15,164.00. The Plan Fund will commit sufficient sums to pay 100% of Allowed Convenience Claims and a total of Fifty Thousand Dollars (\$50,000.00) to be paid in 4 annual installments of Twelve Thousand Five Hundred Dollars and 00/100 (\$12,500.00) each to be distributed *pro rata* to Class 6 (the "GUC Payments"). The Debtor estimates that the GUC Payments will result in a distribution to general unsecured claims of approximately one – three percent (1 - 3%)⁴. The Plan Projections demonstrate that these proposed payments to creditors over time are feasible.

B. CLASSIFICATION AND TREATMENT OF CLAIMS AND INTERESTS

As required by the Bankruptcy Code, the Plan classifies Claims and Equity Interests in various Classes according to their right to priority of payments as provided in the Bankruptcy Code. The Plan states whether each Class of Claims or Equity Interests is impaired or unimpaired. The Plan provides the treatment of each Class will receive under the Plan. In accordance with the requirements of the Bankruptcy Code, Allowed Administrative Expense

³ Contemporaneous with the filing of this Disclosure Statement and Plan, the Debtor will file two separate motions to approve settlements for potential claims of the Debtor against Insiders for payments of antecedent debt during the period of 12 months prior to the Petition Date. The Debtor's principal, Raymond Ibarra, has agreed to personally pay such sums notwithstanding that the Debtor does not believe it was insolvent during a significant portion of the 12-month look back period.

⁴ This is an estimate based on information reasonably available to the Debtor as of the date herein and prior to any resolutions reached in the context of claims allowance process. The projected percentage of distribution is not intended to be a guarantee.

Claims are not classified. The Allowed Claims against the Debtor's Estate are set forth and classified as follows:

1. Unclassified Claims

a. Administrative Claims: Administrative Claims include claims for costs or expenses of administering the Debtor's case, which are allowed under Section 503(b) of the Bankruptcy Code, fees payable to the Clerk of the Bankruptcy Court and the Office of the United States Trustee that were incurred during the course of the Case, and Professional Claims. No motion or application is required to fix fees payable to the Clerk's Office or the Office of the United States Trustee, as those fees are determined by statute. The Bankruptcy Code requires that Allowed Administrative Claims be paid on the Effective Date, unless a particular creditor agrees to different treatment. All fees payable pursuant to section 1930 of Title 28 of the United States Code, as determined by the Bankruptcy Court at the Confirmation Hearing, shall be paid on the Effective Date. All Allowed Administrative Claims shall be paid in full on or before the Effective Date of the Plan.

b. Professional Claims: The Bankruptcy Court must approve all requests for the payment of professional compensation and expenses to the extent incurred on or before the Confirmation Date. Each Professional requesting compensation or reimbursement of expenses in the Proceedings pursuant to Sections 327, 328, 330, 331, 503(b), or 1103 of the Bankruptcy Code shall file an application for allowance of final compensation prior to the expiration of the deadline set by the Court. Nothing herein shall prohibit each Professional from requesting interim compensation during the course of these cases pending Confirmation of the Plan. All fees, costs, and disbursements of Professionals shall be the subject matter of applications to the Court for allowance or award in the manner prescribed by

the Code. The Debtor anticipates that the Professional Claims due on the Effective Date will be approximately \$80,000.00 for fees payable to Ehrenstein Charbonneau Calderin and Agentis PLLC, which will be paid when approved by Order of the Bankruptcy Court.

c. Administrative Expense Claims. Administrative Expense Claims are claims that arise in the ordinary course of the Debtor's business that are entitled to priority under section 503(b)(1)(A) of the Bankruptcy Code. The Reorganized Debtor will assume all Administrative Expense Claims and will continue to pay those Claims in the ordinary course of business pursuant to the terms that existed between the Debtor and the Holder of an Allowed Administrative Expense Claim prior to Confirmation. The projections listed on Exhibit "E" hereof provide for payment of Allowed Administrative Expense Claims in the ordinary course of business of the Reorganized Debtor.

d. United States Trustee Fees. All fees required to be paid by 28 U.S.C. § 1930(a)(6) ("U.S. Trustee Fees") will accrue and be timely paid until the case is closed, dismissed, or converted to another chapter of the Code. Any U.S. Trustee Fees owed on or before the Effective Date of this Plan will be paid on the Effective Date. Notwithstanding any other provisions of the Plan to the contrary, the Debtor/Reorganized Debtor shall pay the United States Trustee the appropriate sum required pursuant to 28 U.S.C. § 1930(a)(6), within ten (10) days of the entry of the order confirming the Plan, for pre-confirmation periods and simultaneously file all the Monthly Operating Report for the relevant periods, indicating the cash disbursements for the relevant period for the Debtor which had not previously been filed. The Debtor, as Reorganized Debtor, shall further pay the United States Trustee the appropriate sum required pursuant to 28 U.S.C. § 1930(a)(6), based upon all post-confirmation periods within the time period set forth in 28 U.S.C. § 1930(a)(6), based upon all

post-confirmation disbursements made by the Reorganized Debtor until the earlier of the closing of the case by the issuance of a Final Decree by the Bankruptcy Court, or upon the entry of an order by the Bankruptcy Court dismissing the case or converting this case to another chapter under the United States Bankruptcy Code, and the Reorganized Debtor shall provide to the United States Trustee upon the payment of each post-confirmation payment, and concurrently filed with the Court, Post-Confirmation Quarterly Operating Reports indicating all the cash disbursements for the relevant period.

2. Classified Claims

a. **Class 1. Allowed Secured Claim of Nissan Motors.** On the Effective Date, Nissan Motors shall receive a new note in the amount of the balance due as of the Effective Date, secured by the vehicle's title. The Debtor anticipates the new note will be in the approximate amount of \$13,000.00, and shall bear interest at 3.5% per annum, fully amortized over four (4) years, and payable in equal monthly installments, commencing on or before the Effective Date. **Class 1 is impaired and is entitled to vote.**

b. **Class 2. Allowed Secured Claim of Pinch A Penny.** On the Effective Date, Pinch A Penny shall receive a note, secured by its Collateral, in the amount of Four Hundred Forty-Three Thousand Eighteen Dollars and 00/100 (\$443,018.00), which shall bear interest at 3.5% per annum, fully amortized over four (4) years, and payable in monthly installments of \$9,904.11, commencing on or before the 10th day of the month following the Effective Date. The Allowed Pinch A Penny Claim is guaranteed by Insiders of the Debtor. As such, nothing in the Plan or Confirmation Order shall prevent the Insiders of the Debtor from negotiating other payment from non-estate funds. **Class 2 is impaired and entitled to vote.**

i. **Class 3. Allowed Secured Claim of Ocean Bank.** On the Effective Date of the confirmed Plan, the Reorganized Debtor will provide Ocean Bank a note, secured by its Collateral, in the amount equal to \$199,852.71, amortized over a four (4) year period at 5 percent (5%) per annum, to be in equal installments of \$4,602.47 commencing on or before the 10th day of the month following the Effective Date (the “New Note”). Any reasonable fees awarded pursuant to 11 U.S.C. § 506(b), shall be added to the term of the New Note and become due and payable on the 48th month of the payment term. The Premises Loan Claim of Ocean Bank will continue to be serviced by Ralu Corp. in the ordinary course of business. **Class 3 is impaired and entitled to vote.**

c. **Class 4. Allowed Secured Claim of Wells Fargo.** The Debtor shall continue to honor and abide by the terms set forth in the *Final Order Authorizing Debtor to Use Cash Collateral and Finding Secured Creditors are Adequately Protected in Connection Therewith* [ECF #63] (the “Cash Collateral Order”) and the various agreed Orders extending the term thereof on account of post-Confirmation sales of Wells Fargo’s Collateral. With respect to the sums due for unpaid inventory sold pre-petition, the Debtor shall make two (2) equal consecutive monthly payments commencing on or before the Effective Date for the first payment and the second payment to be made on or before the 10th day of the following month. Wells Fargo shall retain its lien on its Collateral. **Class 4 is impaired and entitled to vote.**

d. **Class 5. Convenience Claims.** Allowed Unsecured Claims of \$5,000.00 or less (or those Creditors who opt into Class 5 by so designating on their respective ballot and limiting their Allowed Claim to \$5,000.00), shall receive a distribution equal to one hundred percent (100%) of each Allowed Class 5 Claimholder’s Claim, not to exceed Five Thousand Dollars and 00/100 in two (2) equal consecutive monthly payments commencing on or before

the Effective Date for the first payment and the second payment to be made on or before the 10th day of the following month. **Class 5 is impaired and entitled to vote.**

e. **Class 6. Allowed General Unsecured Claims.** Class 6 consists of all Allowed General Unsecured Claims. The Reorganized Debtor shall make four consecutive annual payments of \$12,500.00 each to be disbursed on a *pro rata* basis to Holders of Allowed Class 6 Claims with the first payment due on or before the Effective Date, and thereafter for every year on the same calendar day. To the extent that the Reorganized Debtor elects to prepay any scheduled payments under the Plan, a discount will be applied as follows: a 15% reduction for payments made in full in year one; a 10% reduction for payments in full made in year two; and a 5% reduction for payments in full made in year three. **Class 6 is impaired and entitled to vote.**

f. **Class 7. Equity Interests of the Debtor.** Class 7 consists of Equity Interests in the Debtor of (i) Ana Ibarra (25 ½%); (ii) Luis E. Ibarra (24 ½%); (iii) Luis F. Ibarra (25 ½%); and (iv) Raymond E. Ibarra (24 ½%). On the Effective Date, the Equity Interests will be retained by the Principals in the amounts held prior to the Petition Date.

ARTICLE VII. PROVISIONS REGARDING VOTING AND DISTRIBUTIONS UNDER THE PLAN

A. *Ballots and Voting Deadline.* The deadline for submitting Ballots for the acceptance or rejection of the Plan will be established by the Bankruptcy Court, and notice of the voting deadline will be served upon all Claimants entitled to vote on the Plan (the “Voting Deadline”).

All Claimants (or their authorized representatives) entitled to vote must:

- a. carefully review the Ballot and corresponding instructions,

- b. execute the Ballot, and
- c. return the ballot to the address indicated on the Ballot so that it is actually received by the Voting Deadline.

B. *Claimholders Entitled to Vote.* Any Creditor whose Claim is not a Disputed Claim or an Unimpaired Claim is entitled to vote. Under the Plan, a “Disputed Claim” means (a) a Claim that is listed on a Debtor’s Schedules as other than disputed, contingent, or unliquidated, but as to which an objection has been filed, and such objection has not been withdrawn or denied by a Final Order; or (b) a Claim that is listed on Debtor’s Schedules as disputed, contingent, or unliquidated. Returning the Ballot to the Debtor or Debtor’s Counsel does not constitute filing a proof of Claim or Equity Interest.

Any Holder of a Disputed Claim is not entitled to vote, unless the Bankruptcy Court on motion filed by such Holder, temporarily allows the Claim in a specific amount for the purpose of accepting or rejecting the Plan. Such motion must be heard and determined by the Bankruptcy Court before the Confirmation Hearing on the Plan. A vote may be disregarded if the Bankruptcy Court determines that the Claimholder’s acceptance or rejection was not solicited or procured in good faith or in accordance with the applicable provisions of the Bankruptcy Code. Ballots must be filed in the Case, which can be accomplished by sending completed Ballots to:

Clerk’s Office - Miami Division
C. Clyde Atkins Federal Building
301 N Miami Avenue
Room 150
Miami, Florida 33128

With a copy to:

Jacqueline Calderin, Esq.
Counsel to the Debtor

501 Brickell Key Drive, Suite 300
Miami, Florida 33131

Ballots sent to Debtor's Counsel do not constitute filing a proof of Claim or Interest.

Under Bankruptcy Code Section 1126(f), a class that is not impaired under a Chapter 11 plan, and each Holder of a Claim or Equity Interest in such class, are conclusively presumed to have accepted the Chapter 11 plan. Under Bankruptcy Code Section 1126(g), a class is deemed not to have accepted a Chapter 11 plan if the Holders of Claims or Interests in such class do not receive or retain any property under the Chapter 11 Plan on account of such Claims or Interests. Holders of Claims or Interests that are unimpaired under the Plan, or that are not entitled to receive or retain any property under the Plan, are not entitled to vote to accept or reject the Plan. The Debtor will not be soliciting votes from such Claimholders or Equity Interest holders.

C. *Bar Date for Filing Proofs Claim.* The Bankruptcy Court established September 18, 2017 as the general deadline for filing proofs of claim in the Chapter 11 Case (called the "General Bar Date") with the following exceptions: (i) in the event that the Debtor amends its Schedules of Assets and Liabilities, the Debtor must give notice of such amendment to the Creditor affected thereby, and the affected Creditor shall have until the later of the General Bar Date or thirty (30) days from the date on which notice of such amendment was given to file a proof of Claim; (ii) in the event that a Claim arises with respect to the Debtor's rejection of an executory contract or unexpired lease, any Creditor shall have until the later of the General Bar Date or thirty (30) days after the entry of any Order authorizing the rejection of the executory contract or unexpired lease to file a proof of Claim.

D. Definition of Impairment. Under Bankruptcy Code section 1124, a class of Claims or Equity Interests is impaired under a plan of reorganization unless, with respect to each Claim or Equity Interests of such class, the Plan:

- a. leaves unaltered the legal, equitable, and contractual rights of the holder of such claim or interest; or
- b. notwithstanding any contractual provision or applicable law that entitles the holder of a claim or interest to receive accelerated payment of such claim or interest after the occurrence of a default:
 - i. cures any such default that occurred before or after the commencement of the case under the Bankruptcy Code, other than a default of a kind specified in Bankruptcy Code section 365(b)(2);
 - ii. reinstates the maturity of such claim or interest as it existed before the default;
 - iii. compensates the holder of such claim or interest for damages incurred as a result of reasonable reliance on such contractual provision or applicable law; and
 - iv. does not otherwise alter the legal, equitable, or contractual rights to which such claim or interest entitles the holder of such claim or interest.

1. Disallowed Claims. All Claims held by persons against whom the Debtor has commenced a proceeding asserting a Cause of Action under sections 542, 543, 544, 545, 547, 548, 549, and/or 550 of the Bankruptcy Code, shall be deemed “Disallowed” Claims pursuant to section 502(d) of the Bankruptcy Code and Holders of such Claims shall not be entitled to vote to accept or reject the Plan. Claims that are deemed Disallowed pursuant to this Section 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 Debtor from such party have been paid.

2. ***Acceptance by Class of Claimholders.*** A Class of Claimholders is deemed to have accepted the Plan, if the Plan is accepted by (a) at least two-thirds (2/3) in amount and (b) more than one-half (1/2) in number, of the Allowed Claims of such Class which actually cast votes.

3. ***Classes Impaired Under the Plan***

The following Classes are impaired under the Plan: Class 1, Class 2, Class 3, Class 4, Class 5, and Class 6.

4. ***Vote Required for Class Acceptance.***

The Bankruptcy Code defines acceptance of a plan by a class of creditors as acceptance by holders of at least two-thirds in dollar amount and more than one-half in number of the claims of that class that actually cast ballots for acceptance or rejection of the plan; that is, acceptance takes place only if creditors holding claims constituting at least two-thirds in dollar amount of the total amount of claims and more than one-half in number of the creditors actually voting cast their ballots in favor of acceptance.

The Bankruptcy Code defines acceptance of a plan by a class of interests as acceptance by holders of at least two-thirds in amount of the allowed interests of that class.

5. ***Information on Voting and Ballots.***

a. **Transmission of Ballots to Claimholders**

Ballots are being forwarded to Claimholders in Classes 1, 2, 3, 4, 5, and 6 of the Plan, and in accordance with the Bankruptcy Rules, an order approving the Disclosure Statement and setting forth relevant Confirmation and voting procedures and deadlines. Those Claimholders whose Claims are unimpaired under the Plan are conclusively presumed to have accepted the Plan under Bankruptcy Code Section 1126(f), and therefore need not vote concerning the Plan.

Under Bankruptcy Code Section 1126(g), Claimholders who do not either receive or retain any property under the Plan are deemed to have rejected the Plan.

b. Ballot Tabulation Procedures

Pursuant to the Solicitation Procedures Order, the amount and classification of a Claim and the procedures that will be used to tabulate acceptances and rejections of the Plan shall be exclusively as follows: any timely received ballot that contains sufficient information to permit the identification of the Claimant and is cast as an acceptance or rejection, as the case may be, of the Plan subject to the following exceptions and clarifications:

- i. If a Claim is deemed Allowed in accordance with the Plan, such Claim is allowed for voting purposes in the deemed allowed amount set forth in the Plan;
- ii. If a Claim has been established or otherwise allowed for voting purposes by Order of the Bankruptcy Court, such Claim is temporarily allowed in the amount so estimated or allowed by the Bankruptcy Court for voting purposes only, and not for purposes of allowance or distribution;
- iii. If a Claim is listed in the Schedules as contingent, unliquidated, or disputed and a proof of claim was not (i) filed by the applicable deadline to file proofs of Claim or (ii) deemed timely filed by an order of the Bankruptcy Court prior to the Voting Deadline, the Claim will be disallowed in its entirety for voting purposes;
- iv. For all persons or entities who timely filed a proof of Claim reflecting a Claim or portion of a Claim that is contingent or if a Claim objection is pending, the Claim shall be disallowed in its entirety for voting purposes, subject to the right of such Holder to file a motion for temporary allowance;
- v. If a ballot is properly completed, executed and timely filed, but does not indicate an acceptance or rejection of the Plan, or indicates both an acceptance and rejection of the Plan, the Ballot will not be counted;
- vi. If a proof of Claim has been timely filed and has not been objected to before the Confirmation Hearing (subject to the Debtor's right to object to amended claims or government claims), the voted amount of that Claim shall be the liquidated amount specified in the proof of Claim; and
- vii. If no proof of claim has been timely filed, the voted amount of a Claim shall be equal to the amount listed for the particular Claim in the Schedules, as and if

amended, to the extent such Claim is not listed as contingent, unliquidated, or disputed, and the Claim shall be placed in the appropriate Class based on the Debtor's records and consistent with the Schedules.

Ballots that fall within the following categories will not be counted or considered for any purpose in determining whether the Plan has been accepted or rejected, except as specified:

- i. Any Ballot received after the Voting Deadline unless the Debtor or Bankruptcy Court shall have granted an extension in writing of the Voting Deadline with respect to such Ballot;
- ii. Any Ballot that is illegible or contains insufficient information to permit the identification of the Claimant;
- iii. Any Ballot cast by a person or entity that does not hold a Claim in a Class that is entitled to vote to accept or reject the Plan as of the Voting Record Date;
- iv. Any duplicate Ballot;
- v. Any Ballot that is unsigned, or signed by someone other than the Holder of the Claim (or the claimholders authorized representative);
- vi. Any acceptance or rejection submitted on something other than the Ballot form provided by the Debtor and approved pursuant to the Solicitation Procedures Order; or
- vii. Any acceptable or rejection submitted on something other than the Ballot form provided by the Debtor.

The Debtor believes that the foregoing proposed procedures provide for a fair and equitable voting process. As mentioned above, if any Claimant seeks to challenge the allowance of its Claim for voting purposes, such creditor must serve on the Debtor and file with the Court a motion requesting the temporary allowance of such Claim in a different amount for purposes of voting to accept or reject the Plan no later than the date established by the Bankruptcy Court (the "Motion for Temporary Allowance Deadline"). The Ballot of any Claimant filing such a motion shall not be counted unless temporarily allowed by the Bankruptcy Court for voting purposes, after notice and a hearing.

Whenever two (2) or more ballots are cast voting the same Claim prior to the Voting Deadline, the latest dated Ballot received prior to the Voting Deadline will be deemed to reflect the voter's intent and thus to supersede any prior ballots, provided, however, that where an ambiguity exists as to which Ballot reflects the voter's intent, the Clerk of the Bankruptcy Court reserves the right to contact the Claimant and calculate the vote according to such voter's written instructions. This procedure is without prejudice to the Debtor's right to object to the validity of the second Ballot on any basis permitted by law and, if the objection is sustained, to count the first Ballot for all purposes. This procedure of counting the last Ballot is consistent with practice under various state and federal corporate and securities laws. Furthermore, the Debtor proposes that in its sole discretion it can agree to allow a Claimant to change its vote after the Voting Deadline without further order of the Bankruptcy Court.

Claim splitting is not permitted and Claimants who vote must vote all of their Claims within a particular class to either accept or reject the Plan.

ARTICLE VIII. CONFIRMATION OF PLAN

A. *Solicitation of Acceptances.*

The Debtor is soliciting your vote.

NO REPRESENTATIONS OR ASSURANCES, IF ANY, CONCERNING THE DEBTOR OR THE PLAN ARE AUTHORIZED BY THE DEBTOR, OTHER THAN AS SET FORTH IN THIS DISCLOSURE STATEMENT AND IN ANY SOLICITATION MATERIALS APPROVED BY THE BANKRUPTCY COURT. ANY REPRESENTATIONS OR INDUCEMENTS MADE BY ANY PERSON TO SECURE YOUR VOTE, OTHER THAN THOSE CONTAINED IN THIS DISCLOSURE STATEMENT, SHOULD NOT BE RELIED ON BY YOU IN ARRIVING AT YOUR DECISION, AND SUCH ADDITIONAL REPRESENTATIONS OR INDUCEMENTS SHOULD BE REPORTED TO DEBTOR'S COUNSEL FOR APPROPRIATE ACTION.

THIS IS A SOLICITATION SOLELY BY THE DEBTOR, AND IS NOT A SOLICITATION BY ANY SHAREHOLDER, ATTORNEY,

ACCOUNTANT, OR OTHER PROFESSIONAL FOR THE DEBTOR. THE REPRESENTATIONS, IF ANY, MADE IN THIS DISCLOSURE STATEMENT ARE THOSE OF THE DEBTOR AND NOT OF SUCH SHAREHOLDERS, ATTORNEYS, ACCOUNTANTS, OR OTHER PROFESSIONALS, EXCEPT AS MAY BE OTHERWISE SPECIFICALLY AND EXPRESSLY INDICATED.

Under the Bankruptcy Code, a vote for acceptance or rejection of a plan may not be solicited unless the claimant has received a copy of a disclosure statement approved by the Bankruptcy Court prior to, or concurrently with, such solicitation. This solicitation of votes on the Plan is governed by Bankruptcy Code Section 1125(b). Violation of Bankruptcy Code Section 1125(b) may result in sanctions by the Bankruptcy Court, including disallowance of any improperly solicited vote.

B. *Requirements for Confirmation of the Plan.*

At the confirmation hearing, the Bankruptcy Court shall determine whether the requirements of Bankruptcy Code Section 1129 have been satisfied, in which event the Bankruptcy Court shall enter an order confirming the Plan. For the Plan to be confirmed, Bankruptcy Code Section 1129 requires that:

- (a) The Plan complies with the applicable provisions of the Bankruptcy Code;
- (b) The Debtor has complied with the applicable provisions of the Bankruptcy Code;
- (c) The Plan has been proposed in good faith and not by any means forbidden by law;
- (d) Any payment or distribution made or promised by the Debtor or by a Person issuing securities or acquiring property under the Plan for services or for costs and expenses in connection with the Plan has been disclosed to the Bankruptcy Court, and any such payment made before the confirmation of the Plan is reasonable, or if such payment is to be fixed after confirmation of the Plan, such payment is subject to the approval of the Bankruptcy Court as reasonable;
- (e) The Debtor has disclosed the identity and affiliation of any individual proposed to serve, after confirmation of the Plan, as a director, officer or voting trustee of

the Debtor, an affiliate of the Debtor participating in a joint plan with the Debtor, or a successor to the Debtor under the Plan; the appointment to, or continuance in, such office of such individual is consistent with the interest of Claimholders and Interestholders and with public policy; and the Debtor has disclosed the identity of any insider that will be employed or retained post-confirmation and the nature of any compensation for such insider;

- (f) Any government regulatory commission with jurisdiction (after confirmation of the Plan) over the rates of the Debtor has approved any rate change provided for in the Plan, or such rate change is expressly conditioned on such approval;
- (g) With respect to each impaired Class of Claims or Equity Interests, either each holder of a Claim or Interest of the Class has accepted the Plan, or will receive or retain under the Plan on account of that Claim or Equity Interest, property of a value, as of the Effective Date of the Plan, that is not less than the amount that such holder would so receive or retain if the Debtor was liquidated on such date under chapter 7 of the Bankruptcy Code. If Bankruptcy Code Section 1111(b)(2) applies to the Claims of a Class, each holder of a Claim of that Class will receive or retain under the Plan on account of that Claim property of a value, as of the Effective Date, that is not less than the value of that holder's interest in the Debtor's interest in the property that secures that Claim;
- (h) Each Class of Claims or Equity Interests has either accepted the Plan or is not impaired under the Plan;
- (i) Except to the extent that the holder of a particular Allowed Administrative Claim, or Allowed Priority Claim has agreed to a different treatment of its Claim, the Plan provides that such Claims shall be paid in full on the later of the Effective Date or the date on which such Claim becomes an Allowed Claim, or as soon as practicable thereafter;
- (j) If a Class of Claims or Equity Interests is impaired under the Plan, at least one such Class of Claims or Interests has accepted the Plan, determined without including any acceptance of the Plan by any insider holding a Claim or Equity Interest of that Class; and
- (k) Confirmation of the Plan is not likely to be followed by the liquidation or the need for further financial reorganization of the Debtor or any successor to the Debtor under the Plan, unless such liquidation or reorganization is proposed in the Plan.

The Debtor believes that the Plan satisfies all of the statutory requirements of the Bankruptcy Code for Confirmation and that the Plan was proposed in good faith. The Debtor

believes it has complied, or will have complied, with all the requirements of the Bankruptcy Code governing confirmation of the Plan.

C. *Acceptances Necessary to Confirm the Plan.*

Voting on the Plan by each holder of a Claim (or its authorized representative) is important. Chapter 11 of the Bankruptcy Code does not require that each holder of a Claim vote in favor of the Plan in order for the Bankruptcy Court to confirm the Plan. Generally, to be confirmed under the acceptance provisions of Bankruptcy Code Section 1126(a), the Plan must be accepted by each Class of Claims that is impaired under the Plan by parties holding at least two-thirds in dollar amount and more than one-half in number of the Allowed Claims of such Class actually voting in connection with the Plan. Even if all Classes of Claims accept the Plan, the Bankruptcy Court may nonetheless refuse to confirm the Plan.

D. *The Plan may not discriminate unfairly and must be fair and equitable.*

In this case, Classes 1, 2, 3, 4, 5 and 6 are impaired and entitled to vote. In the event that any impaired Class of Claims does not accept the Plan, the Bankruptcy Court may still confirm the Plan at the request of the Debtor if, as to each impaired Class that has not accepted the Plan, the Plan “does not discriminate unfairly” and is “fair and equitable.” A Chapter 11 plan does not discriminate unfairly within the meaning of the Bankruptcy Code if a Class of Claims receives more than it is legally entitled to receive for its claims or interests. A plan unfairly discriminates against a class if another class of equal rank in priority will receive greater value under the plan than a nonaccepting class without reasonable justification. “Fair and equitable” has different meanings for holders of secured and unsecured claims and interests. With respect to a secured claim, “fair and equitable” means either (i) the impaired secured creditor retains its liens to the extent of its Allowed Claim and receives deferred cash

payments at least equal to the allowed amount of its claims with a present value as of the Effective Date of the Plan at least equal to the value of such creditor's interest in the property securing its liens; (ii) property subject to the lien of the impaired secured creditor is sold free and clear of that lien, with that lien attaching to the proceeds of sale, and such lien proceeds must be treated in accordance with clauses (i) and (iii) hereof; or (iii) the impaired secured creditor realizes the "indubitable equivalent" of its Claim under the Plan.

With respect to an unsecured claim, "fair and equitable" means either (i) each impaired creditor receives or retains property of a value equal to the amount of its Allowed Claim or (ii) the holders of claims or interests that are junior to the claims of the dissenting class will not receive any property under the Plan.

With respect to Equity Interests, "fair and equitable" means either (i) each impaired Equity Interest receives or retains, on account of that Interest, property of a value equal to the greater of the allowed amount of any fixed liquidation preference to which the holder is entitled, any fixed redemption price to which the holder is entitled, or the value of the Interest, or (ii) the holder of any Equity Interest that is junior to the Equity Interest of that Class will not receive or retain under the Plan, on account of that junior Equity Interest, any property.

The Debtor believes that the Plan does not discriminate unfairly and is fair and equitable with respect to each impaired Class of Claims and Interests. In the event at least one Class of impaired Claims or Interests rejects or is deemed to have rejected the Plan, the Bankruptcy Court will determine at the Confirmation Hearing whether the Plan is fair and equitable and does not discriminate unfairly against any rejecting impaired Class of Claims or Interest.

E. *Cramdown.* In the event that any impaired Class of Claimholders with claims against the Debtor fails to accept the Plan in accordance with § 1129(a) of the Bankruptcy Code, the Debtor will request the Bankruptcy Court to confirm the Plan in accordance with § 1129(b) 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.

In this case the Debtor is proposing a total distribution equal to one hundred percent (100%) of each Allowed Class 5 Claimholder’s Claim and approximately 1-3% to Allowed Class 6 Claims. Unsecured creditors are, therefore, impaired under the Plan. In the event that unsecured creditors do not vote in favor of the Plan, the Debtor will seek to confirm the Plan over the “no” vote of the unsecured creditors or “cramdown.” Notwithstanding such a possible “no” vote, the Debtor believes that the Plan is fair and equitable and gives unsecured creditors a greater return than they would receive if the Debtor were liquidated. If the Debtor is liquidated, unsecured creditors would receive nothing on account of their claims as all of the Debtor’s property would be liquidated for the benefit of the Allowed Secured Claims alone.

The Debtor believes that its equity is not subject to market testing applicable to non-franchise business entities. Here, Aqua Life’s sole identity is as a Pinch A Penny franchise operating under an non-exclusive license to use Pinch A Penny’s trademarks and related intellectual property to own and operate a Pinch a Penny franchise in accordance with the most recent franchise agreement between the Debtor and Pinch A Penny dated September 28, 2016 (the “Franchise Agreement”). Under the Franchise Agreement, the Debtor is prohibited from

transferring or assigning its ownership interests in the franchise without the express written consent of Pinch A Penny. Moreover, under federal trademark law, a non-exclusive license to use federally protected intellectual property cannot be assigned without the licensor's consent. *See, e.g., In re Wellington Vision, Inc.*, 364 B.R. 129, 134-35 (S.D. Fla. 2007) (holding that federal law prevented assumption or assignment of franchise agreements containing non-exclusive trademark licenses). Here, the Principals have owned this Pinch A Penny franchise since 1998, enjoy an excellent long-standing relationship with the franchisor and additionally own a separate Pinch A Penny franchise less than ten miles away from the Premises. The Debtor has been advised by the franchisor that Pinch a Penny would readily grant the Principals another franchise. Additionally, Pinch A Penny has advised the Debtor that the process for obtaining a new franchise license from an independent third party could cost from \$150,000 to upwards of \$500,000 (depending on the services to be provided, i.e., retail, construction, service and maintenance). Moreover, Pinch A Penny's own guidelines limit the number of permissible franchises to one store per three-mile radius. The Premises are subject to a lease with Ralu Corp, which is an Insider of the Debtor. The term of the Lease is year-to-year, terminable by either party without penalty. Were the Debtor to assume the Lease, it is not foreseeable that an unrelated third party would seek an assignment thereof given the limited term of the Lease. For the foregoing reasons, the Debtor does not believe that market testing for the purpose of determining whether existing equity may retain its Equity Interest is applicable because no third-party purchaser could reasonably take the place of existing equity of this Debtor and occupy the Premises. Notwithstanding the foregoing, contemporaneously with the filing of this Disclosure Statement and Plan, the Debtor intends to file a motion to authorize the auction of equity to the highest and best bidder who is entitled to bid.

F. *Execution of Ballots by Representatives.*

Federal Rule of Bankruptcy Procedure 3018(c) requires that an acceptance or rejection of a Chapter 11 Plan shall be in writing, identifying the plan accepted or rejected, and be signed by the creditor or equity security holder or an authorized agent. The ballot approved by the Solicitation Procedure Order requires the identification of persons signing in a fiduciary or representative capacity. To be counted, completed ballots signed by trustees, executors, administrators, guardians, attorneys-in-fact, officers of corporations, or others acting in a fiduciary or representative capacity must indicate their capacity when signing. At the Debtor's request, ballot signatories must submit proper evidence, satisfactory to the Debtor of his or her authority to so act. Failure to indicate the capacity of the signatory to the ballot may result in the ballot being deemed invalid and not counted.

G. *Waivers of Defects and Other Irregularities Regarding Ballots.*

Unless otherwise directed by the Bankruptcy Court, all questions concerning the validity, form, eligibility (including time of receipt), acceptance, and revocation or withdrawal of ballots will be determined by the Debtor in its sole discretion, whose determination will be final and binding. The Debtor reserves the right to reject any and all ballots not in proper form, the acceptance of which would, in the opinion of the Debtor or its counsel, be unlawful. Any defects or irregularities in connection with deliveries of ballots must be cured within such time as the Bankruptcy Court determines. Neither the Debtor, the Clerk of the Bankruptcy Court, nor any other person will be under any duty to provide notification of defects or irregularities with respect to deliveries of ballots, nor will any of them incur any liability for failure to provide such notification; provided, however, that the Debtor and/or Clerk of the Bankruptcy Court will indicate on the ballot summary the ballots, if any, that were not counted, and will

provide the original of such ballots with the original of the ballot summary at the Confirmation Hearing. Unless otherwise directed by the Bankruptcy Court, delivery of such ballots will not be deemed to have been made until any irregularities have been cured or waived. Unless otherwise directed by the Bankruptcy Court, ballots previously furnished, and as to which any irregularities have not subsequently been cured or waived, will be invalidated.

H. *Withdrawal of Ballots and Revocation.*

Except as otherwise directed by the Bankruptcy Court after notice and a hearing, any holder of a Claim (or its authorized representative) in an Impaired Class who has delivered a valid ballot for the acceptance or rejection of the Plan to the Clerk of the Bankruptcy Court may withdraw such ballot at any time before the Voting Deadline.

To be valid, a notice of withdrawal must:

- (a) Contain the description of the Claims to which it relates and the aggregate principal amount or number of shares represented by such Claims;
- (b) Be signed by the Creditor (or its authorized representative) in the same manner as the ballot; and
- (c) Be received by the Clerk of the Bankruptcy Court in a timely manner at the address specified in the ballot instructions for the submission of ballots with a copy to Debtor's undersigned counsel.

The Debtor expressly reserves the absolute right to contest the validity of any such withdrawals of ballots.

Unless otherwise directed by the Bankruptcy Court, a purported notice of withdrawal of ballots that is not received in a timely manner by the Clerk of the Bankruptcy Court and Debtor's counsel will not be effective to withdraw a previously furnished ballot.

Any creditor (or its authorized representative) who has previously submitted a properly completed ballot before the Voting Deadline may revoke such ballot and change its vote by submitting before the Voting Deadline a subsequent, properly completed ballot for acceptance or rejection of the Plan. In addition, if a Creditor submits a valid notice of withdrawal prior to the Voting Deadline, such holder may submit a new ballot, and such ballot will be counted so long as it is received prior to the Voting Deadline and is otherwise submitted in accordance with the order approving the Disclosure Statement.

ARTICLE IX. EFFECTS OF CONFIRMATION OF PLAN AND DISCHARGE

A. Discharge of Debt. Upon the Effective Date, the Debtor shall be fully and completely discharged to the fullest extent permitted by Sections 1141 and 524 of the Bankruptcy Code, from all Claims, debts and liabilities against the Debtor arising before the Effective Date, except as specifically provided for by the Plan.

B. Releases. **As of the Effective Date, except for the Debtor's express obligations respecting distributions in the Plan and Claims reserved by the Debtor to be pursued under the Plan, the Debtor and the Reorganized Debtor, and their respective present and former managing members, officers, and directors, parents, subsidiaries, predecessors, successors, employees, partners, professionals, and principals, and their respective heirs, executors, administrators, successors, and assigns, shall be released and discharged from any and all claims, causes of action, demands, liabilities, losses, damages, whether known or unknown, under federal, state or other law, that arose after the**

Petition Date and prior to the Effective Date in connection with any matter arising from or relating to the Debtor, except for any acts or omissions resulting from willful misconduct, fraud, or gross negligence.

C. Injunction. Commencing on the Effective Date, all persons who hold or who have held a Claim or Interest in the Debtor shall be permanently enjoined from commencing or continuing any action, employment of process, or act to collect, offset, avoid or recover any Claim against the Debtor or the Reorganized Debtor, except as otherwise provided under the Plan. This provision is not intended to preclude any party affected by the Plan to seek any rights or remedies from the Bankruptcy Court related to any breach or default under the Plan.

D. Rejection and Assumption of Certain Executory Contracts and Unexpired Leases.

1. Rejection.

a. Leases and Contracts to be Rejected: On the Confirmation Date, but subject to the occurrence of the Effective Date, the Debtor, pursuant to section 365 of the Bankruptcy Code, shall reject all of its executory contracts and unexpired leases except those that: (i) are the subject of motions to assume or reject pending on the Confirmation Date; (ii) were assumed or rejected before the Confirmation Date; (iii) are listed under Paragraph VIII.D.2 below; or (iv) become the subject of a dispute over the amount or manner of cure and for which the Debtor files a motion, at any time, to reject such contract or lease based upon the existence of such dispute; provided, however, that the Debtor shall not be required to assume or reject any executory contract or unexpired lease with any party that is a debtor under the Bankruptcy Code unless and until such contract or lease has been assumed or rejected by such other party. All contracts or leases not assumed or reserved hereby shall be deemed rejected.

b. Deadline to File Rejection Damage Claims: Each Person who is a party to a contract or lease rejected under the Plan must file, not later than thirty (30) days after the Confirmation Date, a proof of Claim for damages alleged to arise from the rejection of the applicable contract or lease or be forever barred from filing a Claim, or sharing in distributions under the Plan, related to such alleged rejection damages.

2. Assumption.

a. Leases and Contracts to be Assumed. The following is a non-exclusive list of the executory contracts and unexpired leases that shall be assumed by the Reorganized Debtor under the Plan as of the Confirmation Date (but subject to the occurrence of the Effective Date) pursuant to section 365 of the Bankruptcy Code, and the cure amounts necessary for such assumption and the adequate assurance of future performance provided by the assignee thereof. The Debtor reserves the right to amend the Plan and this Disclosure Statement to provide for the assumption of any contract or lease to which the Debtor is a party.

	Cure	Adequate Assurance of Future Performance
Commercial lease of Premises with Ralu Corp	No cure required.	See Debtor's cash flow projections related to feasibility of ongoing future payments.
Franchise Agreement with Pinch A Penny, Inc.	Cure provided in proposed Plan payments.	See Debtor's cash flow projections related to feasibility of ongoing future payments.

b. Deadline to Object to Cure Amounts. If prior to the Confirmation Date or such other date as the Bankruptcy Court may fix, a party to such an executory contract or unexpired lease listed on Exhibit "E" fails to file with the Bankruptcy Court and serve upon the attorneys for the Debtor an objection to the applicable cure amount or the adequate assurance proposed, then such party shall be forever barred from asserting any additional or other amounts against the Debtor respecting such cure amount or requiring additional adequate assurance.

c. Method of Cure. At the election of the Reorganized Debtor, any monetary defaults under each executory contract and unexpired lease to be assumed under the Plan shall be satisfied pursuant to section 365(b)(1) of the Bankruptcy Code, in one of the following ways: (a) by payment of the default amount in Cash before the first anniversary of the Effective Date or such lesser period ordered by the Bankruptcy Court; or (b) on such other terms as may be agreed to by the parties to such executory contract or unexpired lease. If a dispute occurs regarding: (x) the cure amount; (y) the ability of the Assignee to provide adequate assurance of future performance under the contract or lease to be assumed; or (z) any other matter pertaining to assumption, the cure payments required by section 365(b)(1) of the Bankruptcy Code shall be made following the entry of a Final Order resolving the dispute and approving assumption.

E. Management of Reorganized Debtor.

Upon Confirmation of the Plan, Raymond E. Ibarra will continue as Vice President and general manager of the Reorganized Debtor with an expected compensation of approximately \$155,000.00 per year.

F. Post-Confirmation Disbursements

The Reorganized Debtor shall be solely responsible for effectuating all payments under the Plan.

To the extent the Reorganized Debtor requires representation post-Confirmation to effectuate the term of this Plan or resolve the pending claims objections, the Reorganized Debtor may elect to retain counsel for those purposes, but Ehrenstein Charbonneau Calderin shall not be obligated to act as counsel for the Reorganized Debtor. To the extent that professionals are retained post-confirmation, they shall be compensated by the revenue of the Reorganized Debtor, not from the Debtor or the cash that is available on the Effective Date of the Plan.

ARTICLE X. POSSIBLE CAUSES OF ACTION AFTER CONFIRMATION

A. The Debtor has reviewed its books and records and has identified the following potential causes of action to avoid transfers pursuant to 11 U.S.C. §§ 544, 547, 548, and 549 (“Avoidance Actions”):

1. To the extent that Ocean Bank contests Debtor’s proposed treatment of the Premises Loan Claim, a potential claim against Ocean Bank under 11 U.S.C. §§ 544 and 548 to avoid the Debtor’s obligations with respect to the Premises Loan.

2. The Debtor and the Reorganized Debtor, however, reserve the right to pursue any Avoidance Actions should any become known prior to or following the Confirmation Hearing and Effective Date.

B. Because all investigations and inquiries have not yet been completed, it is possible that there may be additional Causes of Action not mentioned herein and no party should assume that any release or discharge provision contained in the Plan or the Confirmation Order will bar or otherwise inhibit the Reorganized Debtor from taking any action to prosecute or enforce such additional Causes of Action, which the Debtor and Reorganized Debtor reserve the right to pursue. Under the circumstances, it is not feasible or in the best interests of the Debtor's Estate or its creditors to allow the continuing investigation to delay Confirmation of the Plan. Notwithstanding the foregoing, the Debtor is not aware of any Claim or Cause of Action accruing to the Debtor except those listed above, other than collection of accounts receivables in the ordinary course of business, including any rights and claims appurtenant thereto.

ARTICLE XI. TAX IMPLICATIONS OF THE PLAN

The tax consequences of the implementation of the Plan to a specific Creditor will depend on a number of factors, including whether a Creditor's Claim constitutes a "security" for federal income tax purposes, whether a Creditor has already taken a deduction of loss with respect to its Claim and the timing of any distributions under the Plan. It is possible that certain Creditors will recognize a gain or income as a result of distributions under the Plan. There also may be state, local, or foreign tax considerations applicable to particular holders of Claims, none of which are discussed herein. **Each holder of a Claim or any other party in interest in this case is strongly urged to consult with their tax advisor regarding the**

federal, state, and local income and other tax consequences that the implementation of this Plan may have on them.

ARTICLE XII. LIQUIDATION ANALYSIS

A plan proponent must demonstrate as a condition of confirmation, that each impaired Class of Claimholders will receive as much as it would receive in a Chapter 7 proceeding. A plan proponent must also demonstrate that the plan is “feasible,” i.e., that confirmation of the plan is not likely to be followed by the liquidation or need for further financial reorganization of the Debtor.

Under Section 1129(a)(7) of the Bankruptcy Code, the Plan must provide that Creditors receive as much or more under the Plan than they would receive in a Chapter 7 liquidation of the Debtor. The Debtor asserts that all Creditors holding Allowed Claims will receive more under the Plan than they would in liquidation. Attached as “**Exhibit C**” is the Debtor’s Schedules A and B, that demonstrate that as of the Petition Date the Debtor’s assets had an approximate value of \$355,963.00. The liquidation value of the Debtor’s assets is insufficient to satisfy even Allowed Secured Claims in full.

Attached as “**Exhibit D**” is Debtor’s most recent Monthly Operating Report, which demonstrates that Debtor has the ability to make payments required under the Plan and that payments under the Plan are feasible.

Attached as “**Exhibit E**” are 5-year cash flow Projections for the Reorganized Debtor, including the schedule of payments to the various classes of creditors and interested parties under the Plan.

ARTICLE XIII. MISCELLANEOUS

A. *Modification*

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.

The Debtor may modify the Plan, in its sole discretion, either pre- or post-confirmation in accord 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.

B. *Confirmation Order Controls*

To the extent the Disclosure Statement is inconsistent with the Plan, the Plan shall control. 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.

C. *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 other than to make the distributions required on the Effective Date unless otherwise agreed to by the Reorganized Debtor and counsel.

D. *Substantial Consummation of the Plan.*

Pursuant to the terms of the Plan, the Debtor believes that the Plan shall be deemed to be substantially consummated under 11 U.S.C. § 1101 on the Effective Date.

E. *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, all holders of Claims, whether 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 of this Plan shall nonetheless continue in full force and effect.

F. *Transfer Taxes Do Not Apply.* The issuance, transfer or exchange of a security or the making or delivery of an instrument of transfer under this Plan, if any, including the execution or recording of 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(c) of the Bankruptcy Code.

ARTICLE XIV. RETENTION OF JURISDICTION BY THE BANKRUPTCY COURT

The Bankruptcy Court shall retain jurisdiction over these proceedings after the Confirmation Date of this Plan until the entry of the final decree pursuant to Bankruptcy Rule 3022 for the following purposes:

1. To enable the Debtor and the Reorganized Debtor to consummate the Plan and any amended or modified Plan and to resolve any disputes arising with respect thereto;
2. To enable the Debtor and the Reorganized Debtor to consummate any and all proceedings that it may bring prior to the entry of the Confirmation Order;
3. To determine all controversies relating to or concerning the classification, subordination, allowance, valuation, or satisfaction of Claims;
4. To liquidate or estimate for purposes of allowance all contested, contingent, or unliquidated Claims;
5. To determine the validity, extent, and priority of all liens, if any, against property of the estate;
6. To determine all assertions or an ownership interest in, the value of, or title to, any property of the estate;
7. To determine all applications for compensation and reimbursement and objections to Administrative Claims;
8. To determine all (1) adversary proceedings, contested or litigation matters brought before the Bankruptcy Court; and, (2) any and all claims or causes of action asserted by the Debtor;

9. Without limiting the generality of the preceding paragraph, to determine any avoidance action brought by the Debtor;

10. To determine all controversies arising out of any purchase, sale, or contract made or undertaken by the Debtor prior to the Confirmation Date;

11. To enforce all agreements assumed, if any, and to recover all property of the estate, wherever located;

12. To determine any tax liability of the estate in connection with the Plan, actions taken, distributions, or transfers made thereunder;

13. To enforce any and all releases and injunctions created pursuant to the terms of the Plan;

14. To modify the Plan or to remedy any defect or omission or reconcile any inconsistencies in the Plan either before or after the entry of the Confirmation Order;

15. To hear and determine all controversies, suits, and disputes that may arise in connection with the interpretation or enforcement of the Plan;

16. To make such orders as are necessary or appropriate to carry out the provisions of the Plan; and

17. To enter a Final Decree pursuant to Bankruptcy Rule 3022.

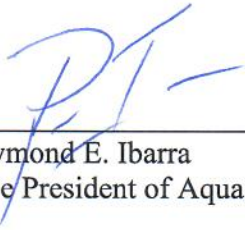
ARTICLE XV. RECOMMENDATION OF CONFIRMATION

The Debtor believes that Confirmation of the Plan is in the best interests of the Creditors and the Estate because confirmation of the Plan will enable Creditors to receive higher distributions under the Plan than they would in the event the case were converted to Chapter 7, and will further result in the emergence of a viable Reorganized Debtor. Therefore,

the Debtor urges all Holders of impaired Claims to cast a ballot voting in favor of the Plan on or before 4/11/2018.

Respectfully submitted on April 11, 2018

By:



Raymond E. Ibarra
Vice President of Aqua Life, Corp.

By:

/s/ Jacqueline Calderin

JACQUELINE CALDERIN
Florida Bar Number 134414
TAMARA VAN HEEL
Florida Bar Number 107104
Attorneys for the Debtor

Exhibit “A”

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

In re:

AQUA LIFE CORP. d/b/a PINCH A
PENNY #43,

Case No: 17-15918-BKC-RAM

Chapter 11

Debtor. _____ /

**FIRST AMENDED PLAN OF REORGANIZATION BY
AQUA LIFE CORP. d/b/a PINCH A PENNY #43**

Submitted on April 11, 2018 by:

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PLAN OF REORGANIZATION

Debtor in Possession, AQUA LIFE, CORP. d/b/a PINCH A PENNY #43 (the “Debtor”), by and through undersigned counsel, submits and proposes the following Plan of Reorganization (the “Plan”) pursuant to 11 U.S.C. § 1121:

ARTICLE I. **DEFINITIONS**

A. Defined Terms. Except as otherwise provided in this Plan, all terms used herein shall have the meanings ascribed to such terms under the Bankruptcy Code, the Bankruptcy Rules, and the Local Bankruptcy Rules for the Southern District of Florida (the “Local Rules”). For purposes of this Plan, except as otherwise expressly provided or unless the context otherwise requires, all capitalized terms not otherwise defined shall have the meanings assigned to them in this Section of the Plan. The capitalized terms set forth below when used in this Disclosure Statement and Plan of Reorganization shall have the following meanings:

1.1. “Administrative Claim” shall mean a Claim for payment of costs or expenses of administration specified in Sections 503(b) and 507(a)(1) 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) Professional Claims; 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. “Administrative Expense Claim” means a Claim arising from the ordinary course of the Debtor’s business and entitled to priority under section 503(b)(1)(A) of the Bankruptcy Code.

1.4. “Allowed Claim” means a Claim against the Debtor (i) allowed by a Final Order, (ii) scheduled as liquidated, undisputed, and non-contingent by the Debtor in its Schedules of Assets and Liabilities filed with the Bankruptcy Court, as they may be amended or supplemented, or (iii) timely filed with the Clerk of the Bankruptcy Court and to which no objection has been made to the allowance thereof within a time fixed by the Bankruptcy Court and the Claim is not otherwise a Disputed Claim.

1.5. “Allowed Secured Claim” shall mean a Claim pursuant to Section 506(a) of the Bankruptcy Code that 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, to the extent of the value of such property or to the extent of the amount subject to such set off, as the case may be.

1.6. “Allowed Unsecured Claim” means an Allowed Claim that arose or that is deemed to have arisen prior to the filing of the petition commencing this Case and as to which the Claimant has not asserted, or as to whom it is determined by Final Order does not hold, a valid, perfected, and enforceable lien, security interest, or other interest in or encumbrance against property of the Debtor or a right of setoff to secure the payment of such Claim, but excluding unsecured Claims that may previously have been paid in this Case pursuant to agreements approved by the Bankruptcy Court.

1.7. “Aqua Life” shall mean the Debtor.

1.8. “**Assets**” shall mean the aggregate assets, of any kind, of the Debtor and its estate as more specifically defined in Section 541 of the Bankruptcy Code.

1.9. “**Avoidance Action**” shall mean any potential action under Sections 544, 547, 548, and 549 of the Bankruptcy Code to avoid or recover property or transfers.

1.10. “**Ballot**” shall mean the ballot accompanying this Plan or order approving the Disclosure Statement, if separately rendered, upon which holders of impaired Claims entitled to vote on this Plan shall indicate their acceptance or rejection of this Plan in accordance with the instructions regarding voting.

1.11. “**Bankruptcy Code**” or “**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.

1.12. “**Bankruptcy Court**” or “**Court**” shall mean the United States Bankruptcy Court for the Southern District of Florida, Miami 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.

1.13. “**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.

1.14. “**Business Day**” shall mean a day other than a Saturday, Sunday, or legal holiday as such term is defined in Bankruptcy Rule 9006(a) .

1.15. “**Cash**” shall mean cash or cash equivalents, including, but not limited to, checks, bank deposits, proceeds or other similar items.

1.16. “**Cause(s) of Action**” shall mean any and all causes of action to recover funds for the benefit of the estate.

1.17. “Chapter 11 Case” or “Case” shall mean the proceeding under Chapter 11 of the Bankruptcy Code under case number 17-15918-BKC-RAM.

1.18. “Claim” shall have the meaning provided for such term in Section 101(5) of the Bankruptcy Code.

1.19. “Claimant,” “Claimholder,” or “Creditor” shall mean the holder of a Disputed Claim or Allowed Claim, as the case may be.

1.20. “Claims Bar Date” means September 18, 2017, which is the date set by the Bankruptcy Court as the last day for filing a proof of claim for all creditors except a governmental units against the Debtor, or such other date as the Court may set.

1.21. “Claim Objection Deadline” shall mean the date set by order of the Bankruptcy Court (without notice or hearing) for objecting to Claims against the Estate.

1.22. “Class” shall mean a group of Claims or Equity Interests consisting of Claims or Equity Interests that are substantially similar to each other as classified pursuant to the Plan in accordance with Section 1122 of the Bankruptcy Code.

1.23. “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.

1.24. “Confirmation” or “Confirmation Date” shall mean the date on which the Confirmation Order is entered on the Bankruptcy Court’s docket.

1.25. “Confirmation Hearing” shall mean the hearing conducted by the Bankruptcy Court under Section 1128 of the Bankruptcy Code to consider confirmation of this Plan in accordance with Section 1129 of the Bankruptcy Code, as may be continued from time to time.

1.26. “Confirmation Order” shall mean the Final Order of the Bankruptcy Court confirming this Plan pursuant to Section 1129 of the Bankruptcy Code.

1.27. “Creditor” shall mean any person or entity that is a holder of a Claim against the Debtor.

1.28. “Debtor” shall mean Aqua Life, Corp. d/b/a Pinch A Penny #43.

1.29. “Disclosure Statement” shall mean the Disclosure Statement in Support of Plan of Reorganization proposed by Debtor 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).

1.30. “Disputed Claim” shall mean: (i) a liability scheduled on the Schedules or the Amended Schedules as disputed, contingent, or unliquidated; or (ii) a timely filed proof 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.

1.31. “Disputed Claims Reserve” means a reserve of cash, if such becomes necessary, to be disbursed pursuant to this Plan and established pursuant to this Plan for Disputed Claims in each Class of Claims that will receive cash under this Plan.

1.32. Omitted.

1.33. “Effective Date” shall mean the date on which distributions to Creditors shall commence after the entry of the Confirmation Order. The Effective Date in this case shall take place on the later of thirty (30) days after the entry of the Confirmation Order or July 15, 2018.

1.34. “Estate” means the estate created by Section 541 of the Bankruptcy Code upon the Debtor’s filing of a voluntary petition with the Bankruptcy Court in this Case.

1.35. “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.

1.36. “Equity Interest” shall mean a share of stock, warrant or right, other than a right to convert, to purchase, sell, or subscribe to a share, security, or interest in the Debtor, as more specifically defined in Section 101(16) of the Bankruptcy Code.

1.37. “Executory Contracts” shall mean all contracts, oral or written, to which the Debtor is a party and which are executory within the meaning of Section 365 of the Bankruptcy Code.

1.38. “Final Order” means an order or judgment of the Bankruptcy Court which has not been reversed, stayed, modified or amended and (i) as to which the time to appeal or seek reconsideration or rehearing thereof has expired; (ii) in the event a motion for reconsideration or rehearing is filed, such motion shall have been denied by an order or judgment of the Bankruptcy Court; or (iii) in the event an appeal is filed and pending, a stay pending appeal has not been entered; provided, however that with respect to an order or judgment of the Bankruptcy Court allowing or disallowing a Claim, such order or judgment shall have become final and nonappealable; provided further that the possibility that a motion under Rule 59 or Rule 60 of the Federal Rules of Civil Procedure, or analogous rule under the Bankruptcy Rules, may be filed with respect to such order or judgment shall not cause such order or judgment to not be a Final Order.”

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

1.40. “General Unsecured Claim” shall mean any Claim against the estate of the Debtor other than an Administrative Claim, a Secured Claim, or a Priority Claim.

1.41. “Governmental Unit” shall have the meaning set forth in Section 101(27) of the Bankruptcy Code.

1.42. “Holder” shall mean a creditor of the estate whose claim is not a Disputed Claim and who is entitled to vote on the Plan.

1.43. “Impaired” shall mean that the Holder of an Allowed Claim will not receive a one hundred (100%) percent distribution on account of such Claim on the Effective Date.

1.44. “Insiders” shall have the meaning given such term in Section 101(31) of the Bankruptcy Code.

1.45. “Lien” means any charge against or interest in property to secure payment of an Allowed Claim, including, without limitation, any judicial lien, security interest, mortgage, deed of trust, or statutory lien as defined in the Bankruptcy Code or in any applicable state or federal law.

1.46. “Nissan Motors” shall mean the Nissan Motors Acceptance Corporation.

1.47. “Petition Date” shall mean May 10, 2017, the date on which the Debtor filed a voluntary petition under Chapter 11 of the Bankruptcy Code commencing this Case.

1.48. “Pinch A Penny” shall refer to Pinch A Penny, Inc., the Debtor’s franchisor.

1.49. “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.

1.50. “Plan Documents” shall mean the combined Disclosure Statement and the Plan along with any referenced exhibits thereto.

1.51. “Plan Fund” means such sums that the Debtor will contribute for payment of Allowed Claims under this Plan.

1.52. “Plan Payment” means disbursements contemplated in the Plan.

1.53. “Plan Period” shall mean the period of time between entry of the Confirmation Order and the last payment due under the Plan.

1.54. “Premises” shall mean the location from where the Debtor principally operates its business, located at 11035 Bird Road, Miami, Florida 33165.

1.55. “Premises Loan” means the loan made by Ocean Bank to Ralu Corp. and Aqua Life for purposes of financing the acquisition by Ralu Corp. of the Premises.

1.56. “Principals” shall mean collectively, Luis F. Ibarra, Ana Ibarra, Luis E. Ibarra, and Raymond Ibarra as shareholders of the Debtor.

1.57. “Priority Claim” shall mean a Claim entitled to priority under Section 507 of the Bankruptcy Code.

1.58. “Professional” shall mean a person or entity (a) employed in the Chapter 11 Case pursuant to a Final Order in accordance with Sections 327, 328, 329, 330, 331, and 363 of the Bankruptcy Code or (b) for which compensation and reimbursement has been allowed by the Bankruptcy Court pursuant to Section 503(b)(4) of the Bankruptcy Code.

1.59. “Professional Claim” shall mean the Claim of any legal counsel, accountant, consultant, financial advisor, or other Professional entitled to such Claim pursuant to Sections 327, 328, 330, 331, 503(b), or 1103 of the Bankruptcy Code for services rendered before the Effective Date.

1.60. “Ralu Corp.” means Ralu Corporation, a Florida corporation owned by the Principals.

1.61. “Reorganized Debtor” shall mean the Debtor in its restructured and reorganized form as of the entry of the Confirmation Order.

1.62. “Scheduled” means as set forth in the Debtors’ Schedules of Assets and Liabilities.

1.63. “Schedules” or “Amended Schedules” shall mean the Schedules and any Amended Schedules filed or which may be filed by the Debtor in this Chapter 11 Case.

1.64. “Secured Creditor” shall mean a Creditor that is a holder of a Secured Claim whether allowed or disputed, as the case may be, against the Debtor.

1.65. “Secured Creditors” shall mean collectively, Pinch A Penny, Nissan Motors, Ocean Bank, and Wells Fargo.

1.66. “United States Trustee” shall mean the Assistant United States Trustee for the Southern District of Florida.

1.67. “Unliquidated Claims” shall include all Claims scheduled as such by the Debtor and any Claim filed by Claimant without a specific dollar amount identified.

1.68. “Wells Fargo” shall refer to Wells Fargo Commercial Distribution Finance, LLC.

B. 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

<u>CLASSIFICATION</u>	<u>CLASS DESCRIPTION</u>	<u>IMPAIRMENT</u>	<u>VOTE ENTITLEMENT</u>
Unclassified	Administrative Claims and Administrative Expense Claims	Not impaired	Not entitled to vote.
Class 1	Nissan Allowed Secured Claim	Impaired	Entitled to vote.
Class 2	Pinch A Penny Allowed Secured Claim	Impaired	Entitled to vote

<u>CLASSIFICATION</u>	<u>CLASS DESCRIPTION</u>	<u>IMPAIRMENT</u>	<u>VOTE ENTITLEMENT</u>
Class 3	Allowed Ocean Bank Secured Claim	Impaired	Entitled to vote.
Class 4	Wells Fargo Allowed Secured Claim	Impaired	Entitled to vote.
Class 5	Allowed Convenience Class Claims	Impaired	Entitled to vote.
Class 6	Allowed General Unsecured Claims	Impaired	Entitled to vote.
Class 7	Equity Interests of the Debtor	Not impaired	Not entitled to vote.

ARTICLE III.
TREATMENT OF CLAIMS AND INTERESTS UNDER THE PLAN

General Matter Regarding Classification and Treatment of Claims. Except to the extent the Holder of an Allowed Claim against or Allowed Equity Interest in the Debtor agrees to accept different but lesser treatment, the treatment of Allowed Claims and Allowed Equity Interests shall be as follows:

A. Administrative Claims. Administrative Claims include claims for costs or expenses of administering the Debtor's case, which are allowed under Section 503(b) of the Bankruptcy Code, fees payable to the Clerk of the Bankruptcy Court and the Office of the United States Trustee that were incurred during the course of the Case, and Professional Claims. No motion or application is required to fix fees payable to the Clerk's Office or the Office of the United States Trustee, as those fees are determined by statute. The Bankruptcy Code requires that Allowed Administrative Claims be paid on the Effective Date, unless a particular creditor agrees to different treatment. All fees payable pursuant to section 1930 of Title 28 of the United States Code, as determined by the Bankruptcy Court at the Confirmation Hearing, shall be paid on the Effective Date. All Allowed Administrative Claims shall be paid in full on or before the Effective Date of the Plan pursuant to the terms set forth in the Disclosure Statement.

B. Administrative Expense Claims. Administrative Expense Claims are claims that arise in the ordinary course of the Debtor's business that are entitled to priority under section 503(b)(1)(A) of the Bankruptcy Code. The Reorganized Debtor will assume all Administrative Expense Claims and will continue to pay those Claims in the ordinary course of business pursuant to the terms that existed between the Debtor and the Holder of an Allowed Administrative Expense Claim prior to Confirmation.

C. Class 1. Nissan Allowed Secured Claim. On the Effective Date, Nissan Motors shall receive a new note in the amount of the balance due as of the Effective Date, secured by the vehicle's title. The Debtor anticipates the new note will be in the approximate amount of \$13,000.00, and shall bear interest at 3.5% per annum, fully amortized over four (4) years, and payable in equal monthly installments, commencing on or before the Effective Date. Class 1 is Impaired and entitled to vote.

D. Class 2. Pinch A Penny Allowed Secured Claim. On the Effective Date, Pinch A Penny shall receive a new note, secured by its Collateral, in the amount of Four Hundred Forty-Three Thousand Eighteen Dollars and 00/100 (\$443,018.00), which shall bear interest at 3.5% per annum, fully amortized over four (4) years, and payable in equal monthly installments of \$9,904.11, commencing on or before the 10th day of the month following the Effective Date. The Allowed Pinch A Penny Claim is guaranteed by Insiders of the Debtor. As such, nothing in the Plan or Confirmation Order shall prevent the Insiders of the Debtor from negotiating other payment from non-estate funds. Class 2 is Impaired and entitled to vote.

E. Class 3. Ocean Bank Secured Claim. On the Effective Date of the confirmed Plan, the Reorganized Debtor will provide Ocean Bank a note, secured by its Collateral, in the amount equal to \$199,852.71, amortized over a four (4) year period at 5 percent (5%) per annum,

to be in equal installments of \$4,602.47 commencing on or before the 10th day of the month following the Effective Date (the “New Note”). Any reasonable fees awarded pursuant to 11 U.S.C. § 506(b), shall be added to the term of the New Note and become due and payable on the 48th month of the payment term. The Premises Loan Claim of Ocean Bank will continue to be serviced by Ralu Corp. in the ordinary course of business. **Class 3 is impaired and entitled to vote.**

F. **Class 4. Wells Fargo Allowed Secured Claim.** The Debtor has continued to service the Wells Fargo obligation pursuant to the Court’s *Final Order Authorizing Debtor to Use Cash Collateral and Finding Secured Creditors are Adequately Protected in Connection Therewith* [ECF #63] (the “Cash Collateral Order”) and the agreed Order extending the term thereof [ECF #120]. The Debtor shall continue to honor and abide by the terms set forth in the Cash Collateral Order on account of post-Confirmation sales of Wells Fargo’s Collateral. With respect to the sums due for unpaid inventory sold pre-petition, the Debtor shall make two (2) equal consecutive monthly payments commencing on or before the Effective Date for the first payment and the second payment to be made on or before the 10th day of the following month. Wells Fargo shall retain its lien on its Collateral. Class 4 is Impaired and entitled to vote.

G. **Class 5. Convenience Claims.** Allowed Unsecured Claims of \$5,000.00 or less (or those Creditors who opt into Class 5 by so designating on their respective ballot and limiting their Allowed Claim to \$5,000.00), shall receive a distribution equal to one hundred percent (100%) of each Allowed Class 5 Claimholder’s Claim, not to exceed Five Thousand Dollars and 00/100, in two (2) equal consecutive monthly payments commencing on or before the Effective Date for the first payment and the second payment to be made on or before the 10th day of the following month. Class 5 is Impaired and entitled to vote.

H. Class 6. Allowed General Unsecured Claims. The Reorganized Debtor shall make four consecutive annual payments of \$12,500.00 each to be disbursed on a *pro rata* basis to Holders of Allowed Class 6 General Unsecured Claims with the first payment due on or before the Effective Date, and thereafter for every year on the same calendar day. To the extent that the Reorganized Debtor elects to prepay any scheduled payments under the Plan, a discount will be applied as follows: a 15% reduction for payments made in full in year one; a 10% reduction for payments in full made in year two; and a 5% reduction for payments in full made in year three. Class 6 is Impaired and entitled to vote.

I. Class 7. Equity Interests of the Debtor. Class 7 consists of Equity Interests in the Debtor of (i) Ana Ibarra (25 ½%); (ii) Luis E. Ibarra (24 ½%); (iii) Luis F. Ibarra (25 ½%); and (iv) Raymond E. Ibarra (24 ½%). On the Effective Date, the Equity Interests will be retained by the Principals in the amounts held prior to the Petition Date

**ARTICLE IV.
ACCEPTANCE OR REJECTION OF PLAN**

A. Voting Classes. Each holder of an Allowed Claim in Classes 1, 2, 3, 4, 5, and 6 shall be entitled to vote to accept or reject this Plan.

B. Presumed Acceptance of Plan. Class 7 is conclusively presumed to have accepted this Plan.

**ARTICLE V.
FUNDING AND IMPLEMENTATION OF THIS PLAN**

A. Vesting of Property of the Estate. On the Effective Date, property of the Debtor not otherwise disposed of under the Plan, shall vest with the Reorganized Debtor

B. Sources of Funding Plan Payments. The Plan shall be funded by a Plan Fund consisting of: (i) funds on deposit in the Debtor's account on the Effective Date, (ii) future

revenues from the business operations and receivables of the Debtor and the Reorganized Debtor following confirmation of the Plan, (iii) recovery of \$40,000.00 in recovery of potential preference payments¹; and (iv) additional new value contributed by the Principals. The total sum of new value payments to be contributed by the Principals is a material component of the Plan's feasibility (*See*, cash flow projections attached as "**Exhibit E**" (the "Plan Projections"). Specifically, the Principals will be required to deposit the sum of \$250,000.00 from their personal assets during the life of the Plan in order to maintain positive cash flow during the term thereon and complete plan payments with a resulting available cash balance of \$11,164.00. The Plan Fund will commit sufficient sums to pay 100% of Allowed Convenience Claims and a total of Fifty Thousand Dollars (\$50,000.00) to be paid in 4 annual installments of Twelve Thousand Five Hundred Dollars and 00/100 (\$12,500.00) each to be distributed *pro rata* to Class 6 (the "GUC Payments"). The Debtor estimates that the GUC Payments will result in a distribution to general unsecured claims of approximately one – three percent (1 - 3%)². The Plan Projections demonstrate that these proposed payments to creditors over time are feasible.

C. Structure of the Reorganized Debtor. The Reorganized Debtor will retain and be vested in all property of the Estate, except property that is to be disposed of as provided herein, executory contracts which are rejected pursuant to this Plan, and property transferred to Creditors of the Debtor pursuant to the terms of this Plan. The Estate property retained by the Reorganized Debtor shall be used by the Reorganized Debtor in the ordinary course of its

Contemporaneous with the filing of this Disclosure Statement and Plan, the Debtor will file two separate motions to approve settlements for potential claims of the Debtor against Insiders for payments of antecedent debt during the period of 12 months prior to the Petition Date. The Debtor's principal, Raymond Ibarra, has agreed to personally pay such sums notwithstanding that the Debtor does not believe it was insolvent during a significant portion of the 12-month look back period.

² This is an estimate based on information reasonably available to the Debtor as of the date herein and prior to any resolutions reached in the context of claims allowance process. The projected percentage of distribution is not intended to be a guarantee.

business. The Reorganized Debtor shall be a Florida Corporation and Raymond Ibarra will continue as Vice President and will oversee the day-to-day operations of the Reorganized Debtor with an expected compensation of \$155,000.00 per year.

D. Debtor's Operation Prior to Confirmation. On or prior to the Confirmation Date, the Debtor shall continue to operate its business, escrow required property taxes, if applicable, and pay its vendors and service providers in the ordinary course of business. In addition, the Debtor shall continue to comply with the various other Orders entered by the Bankruptcy Court during the course of its Case.

E. Events Occurring on or after the Effective Date. The following events shall occur on or after the Effective Date: The Debtor shall tender any initial payments due to Creditors holding Allowed Administrative Claims and shall make such other payments on the Effective Date as are provided for in this Plan and other orders of this Court. All property of the Debtor and the Debtor's Estate shall vest in the Reorganized Debtor, and the Reorganized Debtor shall continue operating in the ordinary course of business.

F. Documents. All necessary documents for the implementation of this Plan shall be executed and delivered by the Debtor, when possible, on or before the Effective Date. To the extent that the Debtor or any party in interest herein is unable to agree on the form or substance of such documents, such unresolved issues shall be submitted to the Court. Upon execution and delivery, all such documents shall be binding on the Debtor and Reorganized Debtor and all other parties subject to such documents.

G. Payments. On or as soon as practicable after the Effective Date, the Debtor shall commence payment of all amounts required to be paid on the Effective Date and according to the schedules provided in Article III of this Plan.

H. Causes of Action. Except to the extent any rights, Claims, Causes of Action defenses, and counterclaims are expressly and specifically released in connection with this Plan or in any settlement agreement approved during the Case: (i) any and all Causes of Action or Claims accruing to the Debtor or the Estate shall remain assets of and vest in the Reorganized Debtor whether or not litigation relating thereto is pending on the Effective Date, and whether or not any such Claims or Causes of Action have been listed or referred to in the Plan, the Disclosure Statement, or any other document filed with the Court, and the Debtor does not waive, release, relinquish, forfeit, or abandon (nor shall it be estopped or otherwise precluded or impaired from asserting) any Claims, Causes of Action, or defenses that constitute property of the Estate.

I. Possible Causes of Action After Confirmation. The Debtor has reviewed its books and records and has identified the following potential causes of action to avoid transfers pursuant to 11 U.S.C. §§ 544, 547, 548, and 549 (“Avoidance Actions”):

- a. To the extent that Ocean Bank contests Debtor’s proposed treatment of the Premises Loan Claim, a potential claim against Ocean Bank under 11 U.S.C. §§ 544 and 548 to avoid the Debtor’s obligations with respect to the Premises Loan.
- b. The Debtor and the Reorganized Debtor, however, reserve the right to pursue any Avoidance Actions should any become known prior to or following the Confirmation Hearing and Effective Date.

Because all investigations and inquiries have not yet been completed, it is possible that there may be additional Causes of Action not mentioned herein and no party should assume that any release or discharge provision contained in the Plan or the Confirmation

Order will bar or otherwise inhibit the Reorganized Debtor from taking any action to prosecute or enforce such additional Causes of Action, which the Debtor and Reorganized Debtor reserve the right to pursue.

J. Reservation of Rights Under Section 1129(b). The Debtor expressly reserves the right, pursuant to Section 1129(b) of the Bankruptcy Code, to request the Court to confirm this Plan if all of the applicable requirements of Section 1129(a) of the Bankruptcy Code have been met, other than those of Section 1129(a)(8). In connection with such a request, the Debtor may seek permission to modify the Plan. Further, the Debtor reserves the right, pursuant to Section 1126(e) of the Bankruptcy Code, to request that the Court strike any rejection of the Plan by any Holder of a Claim where such rejection is not made in good faith.

K. No Waiver of Claims: Neither the failure to list a Claim in the Schedules filed by the Debtor, the failure of the Debtor or any other Person to object to any Claim for purposes of voting, the failure of the Debtor or any other person to object to a Claim or Administrative Expense before Confirmation or the Effective Date, the failure of any person to assert a Claim or Cause of Action before Confirmation or the Effective Date, the absence of a proof of Claim having been filed with respect to a Claim, nor any action or inaction of the Debtor or any other person with respect to a Claim or Administrative Expense, other than a legally effective express waiver or release, shall be deemed a waiver or release of the right of the Debtor before or after solicitation of votes on the Plan or before or after Confirmation or the Effective Date to (a) object to or examine such Claim or Administrative Expense, in whole or in part or (b) retain, assign, or exclusively assert, pursue, prosecute, utilize, otherwise act or otherwise enforce any Claim or Cause of Action against the holder of any such Claim.

L. **Disputed Claims.** At the time the Debtor distributes payment to a Class in which a member holds a Disputed Claim, the Debtor shall deposit into an escrow account the amount to which a Disputed Claimant would be entitled if its Claim were allowed in full. Within thirty (30) days after a Disputed Claim becomes an Allowed Claim, the *pro rata* distribution which should have been disbursed to that Claimant had such Claim been an Allowed Claim on the date of distribution shall be paid to such Claimant. Once all disputed Claims have been adjudicated, to the extent that the amounts reserved for payment relating to those Claims exceed the amount of such Claims as ultimately Allowed, such excess shall be returned to the Reorganized Debtor.

M. **Delay of Distribution on a Disputed Claim.** No distribution will be made on account of a Disputed Claim unless such Claim is Allowed by a non-appealable Final Order.

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

O. **Post-Effective Date Fees and Expenses.** From and after the Effective Date, the Reorganized Debtor shall, in the ordinary course of its business, be authorized to pay the reasonable fees and expenses of Professionals thereafter incurred, including, without limitation, those fees and expenses incurred in connection with the implementation and consummation of the Plan.

P. **Determination of Tax Liability.** The Debtor or Reorganized Debtor, as the case may be, may seek determination of any tax liabilities pursuant to 11 U.S.C. § 505.

ARTICLE VI.
PROVISIONS FOR EXECUTORY CONTRACTS AND UNEXPIRED LEASES

A. Rejected Executory Contracts and Unexpired Leases. On the Confirmation Date, but subject to the occurrence of the Effective Date, the Debtor, pursuant to section 365 of the Bankruptcy Code, shall reject all of its executory contracts and unexpired leases except those that: (i) are the subject of motions to assume or reject pending on the Confirmation Date; (ii) were assumed or rejected before the Confirmation Date; (iii) are listed under Section B below; or (iv) become the subject of a dispute over the amount or manner of cure and for which the Debtor files a motion, at any time, to reject such contract or lease based upon the existence of such dispute; provided, however, that the Debtor shall not be required to assume or reject any executory contract or unexpired lease with any party that is a debtor under the Bankruptcy Code unless and until such contract or lease has been assumed or rejected by such other party. All contracts or leases not assumed or reserved hereby shall be deemed rejected.

Holders of Claims resulting from rejection pursuant to Section 365 of the Bankruptcy Code must file, not later than thirty (30) days after the Confirmation Date, a proof of Claim for damages alleged to arise from the rejection of the applicable contract or lease. **THE FAILURE TO FILE SUCH REJECTION CLAIMS SHALL FOREVER BAR SUCH CLAIMS AND THE HOLDERS THEREOF SHALL NOT BE ENTITLED TO ANY DISTRIBUTION UNDER THIS PLAN.**

B. Assumed Executory Contracts and Unexpired Leases. The following is a non-exclusive list of the executory contracts and unexpired leases that shall be assumed by the Reorganized Debtor under the Plan as of the Confirmation Date (but subject to the occurrence of the Effective Date) pursuant to section 365 of the Bankruptcy Code, and the cure amounts necessary for such assumption and the adequate assurance of future performance provided by the assignee thereof.

Commercial lease of Premises with Ralu Corp.	No cure required.
Franchise Agreement with Pinch A Penny	Cure provided in proposed Plan payments.

The Debtor reserves the right to amend the Plan to provide for the assumption of any contract or lease to which the Debtor is a party and to file motions for the assumption or rejection of any executory contract or unexpired lease at any time prior to the Confirmation Date and to prosecute any such motion to entry of a Final Order anytime thereafter.

ARTICLE VII.
REQUEST FOR CONFIRMATION UNDER 11 U.S.C. § 1129(B)

In the event any Impaired Class of Claims or Equity Interests does not accept the Plan, the Debtor requests that the Court nevertheless confirm the Plan under the provisions of Section 1129(b) of the Bankruptcy Code.

ARTICLE VIII.
GENERAL PROVISIONS

A. Definitions and Rules of Construction. The definitions and rules of construction set forth in Sections 101 and 102 of the Bankruptcy Code shall apply when terms defined or construed in the Bankruptcy Code are used in this Plan, and they are supplemented by the definitions in Article I.

B. Effective Date of Plan. The Effective Date in this case shall take place on the later of thirty (30) days after the entry of the Confirmation Order or July 15, 2018. If a stay of the Confirmation Order is in effect on that date, the Effective Date will be the first business day after that date on which no stay of the Confirmation Order is in effect, provided that the Confirmation Order has not been vacated.

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

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

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

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

ARTICLE IX.
DISCHARGE, RELEASES, AND INJUNCTIONS

A. **Discharge of Debt**. Upon the Effective Date, the Debtor shall be fully and completely discharged to the fullest extent permitted by Sections 1141 and 524 of the Bankruptcy Code, from all Claims, debts, and liabilities against the Debtor arising before the Effective Date, except as specifically provided for by the Plan.

B. **Releases**. As of the Effective Date, except for the Debtor's express obligations respecting distributions herein and Claims reserved by the Debtor to be pursued under the Plan, the Debtor and the Reorganized Debtor, and their respective present and former managing members, officers and directors, parents, subsidiaries, predecessors, successors, employees, partners, principals, professionals, and their

respective heirs, executors, administrators, and assigns, are hereby released and discharged from any and all claims, causes of action, demands, liabilities, losses, damages, whether known or unknown, under federal, state or other law, that arose after the Petition Date and prior to the Effective Date in connection with any matter arising from or relating to the Debtor, excepts for any acts or omissions resulting from fraud or gross negligence.

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

ARTICLE X.
RETENTION OF JURISDICTION BY THE BANKRUPTCY COURT

The Bankruptcy Court shall retain jurisdiction of these proceedings after the Confirmation Date of this Plan until the entry of a the final decree pursuant to Bankruptcy Rule 3022 for the following purposes:

- (a) To enable the Debtor and the Reorganized Debtor to consummate the Plan and any amended or modified Plan and to resolve any disputes arising with respect thereto;
- (b) To enable the Debtor and the Reorganized Debtor to consummate any and all proceedings that it may bring prior to the entry of the Confirmation Order;
- (c) To determine all controversies relating to or concerning the classification, subordination, allowance, valuation, or satisfaction of Claims;
- (d) To liquidate or estimate for purposes of allowance all contested, contingent, or unliquidated Claims;

(e) To determine the validity, extent, and priority of all liens, if any, against property of the estate;

(f) To determine all assertions or an ownership interest in, the value of, or title to, any property of the estate;

(g) To determine all applications for compensation and reimbursement and objections to Administrative Claims;

(h) To determine all (1) adversary proceedings, contested or litigation matters brought before the Bankruptcy Court; and, (2) any and all claims or Causes of Action asserted by the Debtor, either by and through the Debtor or Reorganized Debtor;

(i) Without limiting the generality of the preceding paragraph, to determine any Avoidance Action brought by the Debtor or the Reorganized Debtor;

(j) To determine all controversies arising out of any purchase, sale, or contract made or undertaken by the Debtor prior to the Confirmation Date;

(k) To enforce all agreements assumed, if any, and to recover all property of the estate, wherever located;

(l) To determine any tax liability of the estate in connection with the Plan, actions taken, distributions, or transfers made thereunder;

(m) To enforce any and all releases and injunctions created pursuant to the terms of the Plan;

(n) To modify the Plan or to remedy any defect or omission or reconcile any inconsistencies in the Plan either before or after the entry of the Confirmation Order;

(o) To hear and determine all controversies, suits, and disputes that may arise in connection with the interpretation or enforcement of the Plan; and

(p) To make such orders as are necessary or appropriate to carry out the provisions of the Plan.

ARTICLE XI.
MODIFICATIONS TO THE PLAN

The Debtor may propose amendments or modifications to the Plan at any time prior to the Confirmation Date without leave of the Bankruptcy Court. After the Confirmation Date, parties in interest may, with Bankruptcy Court approval and so long as it does not materially or 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 intent of the Plan.

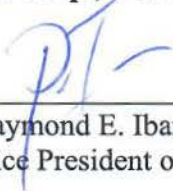
ARTICLE XII
AMENDMENT OF CLAIMS

Claimants shall not be permitted to amend or otherwise modify any Claim after the Confirmation Date without leave of the Bankruptcy Court.

Respectfully submitted on April 11, 2018

Aqua Life Corp., Debtor

By:



Raymond E. Ibarra
Vice President of Aqua Life, Corp.

By:

/s/ Jacqueline Calderin

JACQUELINE CALDERIN
Florida Bar Number 134414
TAMARA VAN HEEL
Florida Bar Number 107104
Attorneys for the Debtor

Exhibit “B”

Southern District of Florida Claims Register

[17-15918-RAM Aqua Life Corp.](#)

Judge: Robert A Mark **Chapter:** 11
Office: Miami **Last Date to file claims:** 09/18/2017
Trustee: **Last Date to file (Govt):** 11/06/2017

Creditor: (94044499) Nissan POB 660366 Dallas, TX 75266-0366	Claim No: 1 <i>Original Filed</i> Date: 05/16/2017 <i>Original Entered</i> Date: 05/16/2017	Status: Filed by: CR Entered by: Nissan Motor Acceptance Corp (Cobb) Modified:												
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="border: 1px solid black; width: 10%;">Amount</td> <td style="border: 1px solid black; width: 10%;">claimed:</td> <td style="border: 1px solid black; width: 15%;">\$13876.12</td> <td style="border: 1px solid black; width: 10%;"></td> <td style="border: 1px solid black; width: 10%;"></td> <td style="border: 1px solid black; width: 10%;"></td> </tr> <tr> <td style="border: 1px solid black;">Secured</td> <td style="border: 1px solid black;">claimed:</td> <td style="border: 1px solid black;">\$13876.12</td> <td style="border: 1px solid black;"></td> <td style="border: 1px solid black;"></td> <td style="border: 1px solid black;"></td> </tr> </table>			Amount	claimed:	\$13876.12				Secured	claimed:	\$13876.12			
Amount	claimed:	\$13876.12												
Secured	claimed:	\$13876.12												
History: <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="border: 1px solid black; width: 10%;">Details</td> <td style="border: 1px solid black; width: 5%;"></td> <td style="border: 1px solid black; width: 5%;">1-1</td> <td style="border: 1px solid black; width: 10%;">05/16/2017</td> <td style="border: 1px solid black; width: 70%;">Claim #1 filed by Nissan, Amount claimed: \$13876.12 (Nissan Motor Acceptance Corp (Cobb))</td> </tr> </table>			Details		1-1	05/16/2017	Claim #1 filed by Nissan, Amount claimed: \$13876.12 (Nissan Motor Acceptance Corp (Cobb))							
Details		1-1	05/16/2017	Claim #1 filed by Nissan, Amount claimed: \$13876.12 (Nissan Motor Acceptance Corp (Cobb))										
Description:														
Remarks:														

Creditor: (94049483) T Mobile/T-Mobile USA Inc by American InfoSource LP as agent 4515 N Santa Fe Ave Oklahoma City, OK 73118	Claim No: 2 <i>Original Filed</i> Date: 05/19/2017 <i>Original Entered</i> Date: 05/19/2017	Status: Filed by: CR Entered by: American InfoSource (Boswell) Modified:						
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="border: 1px solid black; width: 10%;">Amount</td> <td style="border: 1px solid black; width: 10%;">claimed:</td> <td style="border: 1px solid black; width: 15%;">\$1021.89</td> <td style="border: 1px solid black; width: 10%;"></td> <td style="border: 1px solid black; width: 10%;"></td> <td style="border: 1px solid black; width: 10%;"></td> </tr> </table>			Amount	claimed:	\$1021.89			
Amount	claimed:	\$1021.89						
History: <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="border: 1px solid black; width: 10%;">Details</td> <td style="border: 1px solid black; width: 5%;"></td> <td style="border: 1px solid black; width: 5%;">2-1</td> <td style="border: 1px solid black; width: 10%;">05/19/2017</td> <td style="border: 1px solid black; width: 70%;">Claim #2 filed by T Mobile/T-Mobile USA Inc, Amount claimed: \$1021.89 (American InfoSource (Boswell))</td> </tr> </table>			Details		2-1	05/19/2017	Claim #2 filed by T Mobile/T-Mobile USA Inc, Amount claimed: \$1021.89 (American InfoSource (Boswell))	
Details		2-1	05/19/2017	Claim #2 filed by T Mobile/T-Mobile USA Inc, Amount claimed: \$1021.89 (American InfoSource (Boswell))				
Description:								
Remarks:								

Creditor: (94095101) SCP Distributors LL	Claim No: 3 <i>Original Filed</i>	Status: Allow 124 Filed by: CR										
History: <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="border: 1px solid black; width: 10%;">Details</td> <td style="border: 1px solid black; width: 5%;"></td> <td style="border: 1px solid black; width: 5%;">3-1</td> <td style="border: 1px solid black; width: 10%;">06/26/2017</td> <td style="border: 1px solid black; width: 70%;">Claim #3 filed by SCP Distributors LL, Amount claimed: \$6261.22 (Reynolds, Marva)</td> </tr> <tr> <td style="border: 1px solid black;"></td> <td style="border: 1px solid black;"></td> <td style="border: 1px solid black;">124</td> <td style="border: 1px solid black;">12/28/2017</td> <td style="border: 1px solid black;">Agreed and Stipulated Order Resolving Objections to Claim(s) for Claims #3 & #4 (Re: # 116). (Reynolds, Marva) Status: Allow</td> </tr> </table>			Details		3-1	06/26/2017	Claim #3 filed by SCP Distributors LL, Amount claimed: \$6261.22 (Reynolds, Marva)			124	12/28/2017	Agreed and Stipulated Order Resolving Objections to Claim(s) for Claims #3 & #4 (Re: # 116). (Reynolds, Marva) Status: Allow
Details		3-1	06/26/2017	Claim #3 filed by SCP Distributors LL, Amount claimed: \$6261.22 (Reynolds, Marva)								
		124	12/28/2017	Agreed and Stipulated Order Resolving Objections to Claim(s) for Claims #3 & #4 (Re: # 116). (Reynolds, Marva) Status: Allow								
Description:												
Remarks:												

109 NorthPark Blvd Covington LA 70433	Date: 06/26/2017 Original Entered Date: 06/26/2017	Entered by: Marva Reynolds Modified:
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Amount claimed: \$6261.22

History:

Details	3-1	06/26/2017	Claim #3 filed by SCP Distributors LL, Amount claimed: \$6261.22 (Reynolds, Marva)
	124	12/28/2017	Agreed and Stipulated Order Resolving Objections to Claim(s) for Claims #3 & #4 (Re: # 116). (Reynolds, Marva) Status: Allow

Description:

Remarks:

Creditor: (94095101) SCP Distributors LL 109 NorthPark Blvd Covington LA 70433	Claim No: 4 Original Filed Date: 06/26/2017 Original Entered Date: 06/26/2017	Status: Allow 124 Filed by: CR Entered by: Marva Reynolds Modified:
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Amount claimed: \$12912.01

History:

Details	4-1	06/26/2017	Claim #4 filed by SCP Distributors LL, Amount claimed: \$12912.01 (Reynolds, Marva)
	124	12/28/2017	Agreed and Stipulated Order Resolving Objections to Claim(s) for Claims #3 & #4 (Re: # 116). (Reynolds, Marva) Status: Allow

Description:

Remarks:

Creditor: (94038336) Pinch A Penny, Inc. 6385 150th Avenue North Clearwater, FL 33760	Claim No: 5 Original Filed Date: 08/28/2017 Original Entered Date: 08/28/2017	Status: Filed by: CR Entered by: admin Modified:
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Amount claimed: \$443018.26

Secured claimed: \$443018.26

History:

Details	5-1	08/28/2017	Claim #5 filed by Pinch A Penny, Inc., Amount claimed: \$443018.26 (admin)
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Description:

Remarks: (5-1) Account Number (last 4 digits):43

Creditor: (94226984) 9250 W Flagler St Miami, FL 33174		Claim No: 6 <i>Original Filed</i> Date: 09/15/2017 <i>Original Entered</i> Date: 09/15/2017	Status: Stricken 123 <i>Filed by:</i> CR <i>Entered by:</i> admin <i>Modified:</i>
Amount claimed: \$3704.67			
History:			
Details	6-1	09/15/2017	Claim #6 filed by 9250 W Flagler St, Amount claimed: \$3704.67 (admin)
	123	12/28/2017	Order Sustaining Objection to Claim(s) for Claims #6 & #7 (Re: # 116). (Reynolds, Marva) Status: Stricken
Description:			
Remarks: (6-1) Account Number (last 4 digits):4008			

Creditor: (94227213) Florida Power & Light Co 9250 W Flagler St Miami, FL 33174		Claim No: 7 <i>Original Filed</i> Date: 09/15/2017 <i>Original Entered</i> Date: 09/15/2017	Status: Allow 123 <i>Filed by:</i> CR <i>Entered by:</i> admin <i>Modified:</i>
Amount claimed: \$3704.67			
History:			
Details	7-1	09/15/2017	Claim #7 filed by Florida Power & Light Co, Amount claimed: \$3704.67 (admin)
	123	12/28/2017	Order Sustaining Objection to Claim(s) for Claims #6 & #7 (Re: # 116). (Reynolds, Marva) Status: Allow
Description:			
Remarks: (7-1) Account Number (last 4 digits):4008			

Creditor: (94038332) Ocean Bank 780 NW Le Jeune Road Miami, FL 33126		Claim No: 8 <i>Original Filed</i> Date: 09/15/2017 <i>Original Entered</i> Date: 09/15/2017	Status: <i>Filed by:</i> CR <i>Entered by:</i> Peter A Tappert, Esq. <i>Modified:</i>
Amount claimed: \$1677531.82			
Secured claimed: \$1677531.82			
History:			
Details	8-1	09/15/2017	Claim #8 filed by Ocean Bank, Amount claimed: \$1677531.82 (Tappert, Peter)
Description:			
Remarks:			

Creditor: (94227907) Wells Fargo Commercial Distribution Finance, LLC c/o Emanuel & Zwiebel, PLLC 7900 Peters Road Building B, Suite 100 Plantation, FL 33324	Claim No: 9 <i>Original Filed</i> Date: 09/18/2017 <i>Original Entered</i> Date: 09/18/2017	Status: <i>Filed by:</i> CR <i>Entered by:</i> Eric B Zwiebel, Esq <i>Modified:</i>
---	--	---

<u>Amount</u>	claimed:	\$88062.12		
<u>Secured</u>	claimed:	\$88062.12		
<u>Priority</u>	claimed:	\$88062.12		

History:

Details		9-1	09/18/2017	Claim #9 filed by Wells Fargo Commercial Distribution Finance, LLC, Amount claimed: \$88062.12 (Zwiebel, Eric)
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Description:

Remarks:

Creditor: (94228146) Susette Cardenas c/o Sina Negahbani, Esq. 8500 SW 92nd Street, #206 Miami, FL 33156	Claim No: 10 <i>Original Filed</i> Date: 09/18/2017 <i>Original Entered</i> Date: 09/18/2017	Status: <i>Filed by:</i> CR <i>Entered by:</i> Joshua W Dobin <i>Modified:</i>
---	---	--

<u>Amount</u>	claimed:	\$600000.00		
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History:

Details		10-1	09/18/2017	Claim #10 filed by Susette Cardenas, Amount claimed: \$600000.00 (Dobin, Joshua)
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Description: (10-1) Employment/Termination Related Claims

Remarks: (10-1) Susette Cardenas v. Aqua Life Corp.; Case No. 16-004375 CA 01

Creditor: (94228176) Osvaldo Perez-Borroto c/o Sina Negahbani, Esq. 8500 SW 92nd Street, #206 Miami, FL 33156	Claim No: 11 <i>Original Filed</i> Date: 09/18/2017 <i>Original Entered</i> Date: 09/18/2017	Status: <i>Filed by:</i> CR <i>Entered by:</i> Joshua W Dobin <i>Modified:</i>
--	---	--

<u>Amount</u>	claimed:	\$600000.00		
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History:

Details		11-1	09/18/2017	Claim #11 filed by Osvaldo Perez-Borroto, Amount claimed: \$600000.00 (Dobin, Joshua)
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Description: (11-1) Employment/Termination Related Claims

Remarks: (11-1) Osvaldo Perez-Borroto v. Aqua Life Corp.; Case No. 16-004696 CA 01

Creditor: (94228178) Jorge Rodriguez c/o Sina Negahbani, Esq. 8500 SW 92nd Street, #206 Miami, FL 33156		Claim No: 12 <i>Original Filed</i> Date: 09/18/2017 <i>Original Entered</i> Date: 09/18/2017	Status: Filed by: CR Entered by: Joshua W Dobin Modified:
Amount claimed: \$600000.00			
History: Details 12-1 09/18/2017 Claim #12 filed by Jorge Rodriguez, Amount claimed: \$600000.00 (Dobin, Joshua)			
Description: (12-1) Employment/Termination Related Claims			
Remarks: (12-1) Jorge Rodriguez v. Aqua Life Corp.; Case No. 16-05342 CA 01			

Creditor: (94228180) Silvio Rodriguez c/o Sina Negahbani, Esq. 8500 SW 92nd Street, #206 Miami, FL 33156		Claim No: 13 <i>Original Filed</i> Date: 09/18/2017 <i>Original Entered</i> Date: 09/18/2017	Status: Filed by: CR Entered by: Joshua W Dobin Modified:
Amount claimed: \$1100000.00			
History: Details 13-1 09/18/2017 Claim #13 filed by Silvio Rodriguez, Amount claimed: \$1100000.00 (Dobin, Joshua)			
Description: (13-1) Final Judgment			
Remarks:			

Creditor: (94228182) Humberto Reyes c/o Sina Negahbani, Esq. 8500 SW 92nd Street, #206 Miami, FL 33156		Claim No: 14 <i>Original Filed</i> Date: 09/18/2017 <i>Original Entered</i> Date: 09/18/2017	Status: Filed by: CR Entered by: Joshua W Dobin Modified:
Amount claimed: \$1000000.00			
History: Details 14-1 09/18/2017 Claim #14 filed by Humberto Reyes, Amount claimed: \$1000000.00 (Dobin, Joshua)			
Description: (14-1) Employment/Termination Related Claims			
Remarks: (14-1) Humberto Reyes v. Aqua Life Corp.; Case No. 10-43274 CA 25			

Claims Register Summary

Case Name: Aqua Life Corp.
Case Number: 17-15918-RAM
Chapter: 11

Date Filed: 05/10/2017
Total Number Of Claims: 14

Total Amount Claimed*	\$6150092.78
Total Amount Allowed*	

*Includes general unsecured claims

The values are reflective of the data entered. Always refer to claim documents for actual amounts.

	Claimed	Allowed
Secured	\$2222488.32	
Priority	\$88062.12	
Administrative		

PACER Service Center			
Transaction Receipt			
04/11/2018 14:25:45			
PACER Login:	Agentis1:3197354:0	Client Code:	5100.012
Description:	Claims Register	Search Criteria:	17-15918-RAM Filed or Entered From: 1/1/1990 Filed or Entered To: 4/11/2018
Billable Pages:	2	Cost:	0.20

EXHIBIT "C"

Aqua Life Corporation		Case No.: 17-15918-RAM
Liquidation Analysis as of February 28, 2018		
	Assets	Liabilities
Uncollected receivables	9,645	
Cash on hand	129,583	
Inventory	111,035	
vehicles	14,000	
Aqua Life 4 receivable	35,000	
preference payments	40,000	
FF&E	16,700	
TOTAL	355,963	
Secured Claims		
Wells Fargo		50,920
Nissan Motors		14,000
Pinch a Penny Corp		443,000
Ocean Bank LOC		210,000
TOTAL		717,920
Unpaid Admin Claims		
Legal Fees		80,000
Ordinary Course Payables		114,230
monthly rent payment		24,000
Sales Tax on sale of inventory if all inventory sold		7,772
current sales tax		11,146
est. income tax		20,000
U.S. Trustee		9,750
TOTAL		266,898
Liquidation Value (excluding Chapter 7 expenses)		-628,855

Exhibit “D”

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

In re:

Case No.: 17-15918-BKC-RAM

AQUA LIFE CORP. d/b/a PINCH-A-PENNY #43,

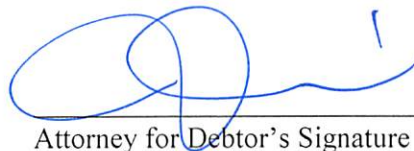
Chapter 11

Debtor. _____ /

DEBTOR'S STANDARD MONTHLY OPERATING REPORT (BUSINESS)

FOR THE PERIOD
FROM February 1, 2018 TO February 28, 2018

Comes now the above-named debtor and files its Monthly Operating Reports in accordance with the Guidelines established by the United States Trustee and FRBP 2015.



Attorney for Debtor's Signature

Debtor's Address
and Phone Number:
11035 Bird Road
Miami, Florida 33165
T. 305.221.0673

Attorney's Address
and Phone Number:
Agentis PLLC
501 Brickell Key Drive, Suite 300
Miami, Florida 33131
T. 305.722.2002

Note: The original Monthly Operating Report is to be filed with the court and a copy simultaneously provided to the United States Trustee Office. Monthly Operating Reports must be filed by the 20th day of the following month.

For assistance in preparing the Monthly Operating Report, refer to the following resources on the United States Trustee Program Website, http://www.usdoj.gov/ust/r21/reg_info.htm

- 1) Instructions for Preparations of Debtor's Chapter 11 Monthly Operating Report
- 2) Initial Filing Requirements
- 3) Frequently Asked Questions (FAQs) <http://www.usdoj.gov/ust/>

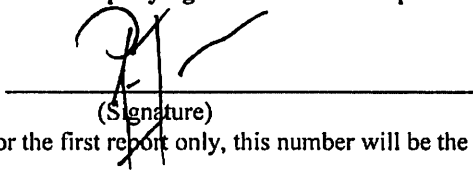
SCHEDULE OF RECEIPTS AND DISBURSEMENTS
FOR THE PERIOD BEGINNING _____ AND ENDING _____

Name of Debtor: AQUA LIFE CORP. d/b/a PINCH-A-PENNY #43 Case Number: 17-15918-RAMDate of Petition: May 10, 2017

	<u>CURRENT MONTH</u>	<u>CUMULATIVE PETITION TO DATE</u>
1. FUNDS AT BEGINNING OF PERIOD	<u>83819.81</u> (a)	<u>233355.61</u> (b)
2. RECEIPTS:		
A. Cash Sales	<u>241001.29</u>	<u>472564.95</u>
Minus: Cash Refunds	<u>-4563.26</u>	<u>-14713.32</u>
Net Cash Sales	<u> </u>	<u> </u>
B. Accounts Receivable	<u>9645.61</u>	<u>21562.71</u>
C. Other Receipts (<i>See MOR-3</i>)	<u> </u>	<u> </u>
(If you receive rental income, you must attach a rent roll.)		
3. TOTAL RECEIPTS (Lines 2A+2B+2C)	<u>245993.64</u>	<u>479414.34</u>
4. TOTAL FUNDS AVAILABLE FOR OPERATIONS (Line 1 + Line 3)	<u>329813.45</u>	<u>712769.95</u>
5. DISBURSEMENTS		
A. Advertising	<u>12882.89</u>	<u>21447.15</u>
B. Bank Charges	<u>40.78</u>	<u>2041.17</u>
C. Contract Labor	<u>9330.00</u>	<u>18660.00</u>
D. Fixed Asset Payments (not incl. in "N")	<u> </u>	<u> </u>
E. Insurance	<u>19563.90</u>	<u>39524.79</u>
F. Inventory Payments (<i>See Attach. 2</i>)	<u>92194.47</u>	<u>6706.67</u>
G. Leases	<u> </u>	<u> </u>
H. Manufacturing Supplies	<u> </u>	<u> </u>
I. Office Supplies	<u>0</u>	<u> </u>
J. Payroll - Net (<i>See Attachment 4B</i>)	<u>76471.17</u>	<u>145125.99</u>
K. Professional Fees (Accounting & Legal)	<u>625.00</u>	<u>1150.00</u>
L. Rent	<u>14000.00</u>	<u>38000.00</u>
M. Repairs & Maintenance	<u>748.31</u>	<u>951.81</u>
N. Secured Creditor Payments (<i>See Attach. 2</i>)	<u> </u>	<u> </u>
O. Taxes Paid - Payroll (<i>See Attachment 4C</i>)	<u>6869.03</u>	<u>13464.33</u>
P. Taxes Paid - Sales & Use (<i>See Attachment 4C</i>)	<u>11142.73</u>	<u>22859.34</u>
Q. Taxes Paid - Other (<i>See Attachment 4C</i>)	<u>1326.90</u>	<u> </u>
R. Telephone	<u>1326.90</u>	<u>1462.86</u>
S. Travel & Entertainment	<u> </u>	<u>30.27</u>
Y. U.S. Trustee Quarterly Fees	<u>4875.00</u>	<u>4875.73</u>
U. Utilities	<u>2613.94</u>	<u>4452.73</u>
V. Vehicle Expenses	<u>442.98</u>	<u>491.10</u>
W. Other Operating Expenses (<i>See MOR-3</i>)	<u> </u>	<u> </u>
6. TOTAL DISBURSEMENTS (Sum of 5A thru W)	<u>247082.09</u>	<u>501243.21</u>
7. ENDING BALANCE (Line 4 Minus Line 6)	<u>82731.36</u> (c)	<u>211526.74</u> (c)

I declare under penalty of perjury that this statement and the accompanying documents and reports are true and correct to the best of my knowledge and belief.

This 20 day of March, 2018.



 (Signature)

(a) This number is carried forward from last month's report. For the first report only, this number will be the balance as of the petition date.

(b) This figure will not change from month to month. It is always the amount of funds on hand as of the date of the petition.

(c) These two amounts will always be the same if form is completed correctly.

MONTHLY SCHEDULE OF RECEIPTS AND DISBURSEMENTS (cont'd)

Detail of Other Receipts and Other Disbursements

OTHER RECEIPTS:

Describe Each Item of Other Receipt and List Amount of Receipt. Write totals on Page MOR-2, Line 2C.

<u>Description</u>	<u>Current Month</u>	<u>Cumulative Petition to Date</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
TOTAL OTHER RECEIPTS	=====	=====

“Other Receipts” includes Loans from Insiders and other sources (i.e. Officer/Owner, related parties directors, related corporations, etc.). Please describe below:

<u>Loan Amount</u>	<u>Source of Funds</u>	<u>Purpose</u>	<u>Repayment Schedule</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

OTHER DISBURSEMENTS:

Describe Each Item of Other Disbursement and List Amount of Disbursement. Write totals on Page MOR-2, Line 5W.

<u>Description</u>	<u>Current Month</u>	<u>Cumulative Petition to Date</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
TOTAL OTHER DISBURSEMENTS	=====	=====

NOTE: Attach a current Balance Sheet and Income (Profit & Loss) Statement.

ATTACHMENT 1

MONTHLY ACCOUNTS RECEIVABLE RECONCILIATION AND AGING

Name of Debtor: AQUA LIFE CORP. d/b/a PINCH-A-PENNY #43 Case Number: 17-15918-RAM

Reporting Period beginning January 1, 2018 Period ending January 31, 2018

ACCOUNTS RECEIVABLE AT PETITION DATE: \$10,014.89

ACCOUNTS RECEIVABLE RECONCILIATION

(Include all accounts receivable, pre-petition and post-petition, including charge card sales which have not been received):

Beginning of Month Balance	\$ 5817.52	(a)
PLUS: Current Month New Billings		
MINUS: Collection During the Month	\$ 2135.86	(b)
PLUS/MINUS: Adjustments or Writeoffs	\$ 375.00	*
End of Month Balance	\$ 7578.38	(c)

*For any adjustments or Write-offs provide explanation and supporting documentation, if applicable:

POST PETITION ACCOUNTS RECEIVABLE AGING

(Show the total for each aging category for all accounts receivable)

0-30 Days	31-60 Days	61-90 Days	Over 90Days	Total
\$ 2680.64	\$ 647.34	\$ _____	\$ _____	\$ _____ (c)

For any receivables in the "Over 90 Days" category, please provide the following:

<u>Customer</u>	<u>Receivable Date</u>	<u>Status</u> (Collection efforts taken, estimate of collectibility, write-off, disputed account, etc.)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

(a) This number is carried forward from last month's report. For the first report only, this number will be the balance as of the petition date.

(b) This must equal the number reported in the "Current Month" column of Schedule of Receipts and Disbursements (Page MOR-2, Line 2B).

(c) These two amounts must equal.

**ATTACHMENT 2
MONTHLY ACCOUNTS PAYABLE AND SECURED PAYMENTS REPORT**

Name of Debtor: AQUA LIFE CORP. d/b/a PINCH-A-PENNY #43 Case Number: 17-15918-RAM

Reporting Period beginning February 1, 2018 Period ending February 28, 2018

In the space below list all invoices or bills incurred and not paid since the filing of the petition. Do not include amounts owed prior to filing the petition. In the alternative, a computer generated list of payables may be attached provided all information requested below is included.

POST-PETITION ACCOUNTS PAYABLE

<u>Date Incurred</u>	<u>Days Outstanding</u>	<u>Vendor</u>	<u>Description</u>	<u>Amount</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
TOTAL AMOUNT				_____ (b)

Check here if pre-petition debts have been paid. Attach an explanation and copies of supporting documentation.

ACCOUNTS PAYABLE RECONCILIATION (Post Petition Unsecured Debt Only)

Opening Balance	\$ 55918.59	(a)
PLUS: New Indebtedness Incurred This Month	\$ 195147.04	
MINUS: Amount Paid on Post Petition, Accounts Payable This Month	\$ 136835.00	
PLUS/MINUS: Adjustments	\$ 0	*
Ending Month Balance	\$ 114230.63	(c)

*For any adjustments provide explanation and supporting documentation, if applicable.

SECURED PAYMENTS REPORT

List the status of Payments to Secured Creditors and Lessors (Post Petition Only). If you have entered into a modification agreement with a secured creditor/lessor, consult with your attorney and the United States Trustee Program prior to completing this section).

<u>Secured Creditor/ Lessor</u>	<u>Date Payment Due This Month</u>	<u>Amount Paid This Month</u>	<u>Number of Post Petition Payments Delinquent</u>	<u>Total Amount of Post Petition Payments Delinquent</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
TOTAL		_____	(d)	

(a) This number is carried forward from last month's report. For the first report only, this number will be zero.

(b, c) The total of line (b) must equal line (c).

(d) This number is reported in the "Current Month" column of Schedule of Receipts and Disbursements (Page MOR-2, Line 5N).

**ATTACHMENT 3
INVENTORY AND FIXED ASSETS REPORT**

Name of Debtor: AQUA LIFE CORP. d/b/a PINCH-A-PENNY #43 Case Number: 17-15918-RAM
 Reporting Period beginning January 1, 2018 Period ending January 31, 2018

INVENTORY REPORT

INVENTORY BALANCE AT PETITION DATE: \$ 590,951.08
 INVENTORY RECONCILIATION:
 Inventory Balance at Beginning of Month \$ 405,184.30 (a)
 PLUS: Inventory Purchased During Month \$ 94,512.20
 MINUS: Inventory Used or Sold \$ 117,543.55
 PLUS/MINUS: Adjustments or Write-downs \$ 0 *
 Inventory on Hand at End of Month \$ 382,152.95

METHOD OF COSTING INVENTORY: POS system

*For any adjustments or write-downs provide explanation and supporting documentation, if applicable.

INVENTORY AGING

Less than 6 months old	6 months to 2 years old	Greater than 2 years old	Considered Obsolete	Total Inventory
<u>45</u> %	<u>40</u> %	<u>10</u> %	<u>5</u> %	= <u>100</u> %*

* Aging Percentages must equal 100%.

Check here if inventory contains perishable items.

Description of Obsolete Inventory: _____

FIXED ASSET REPORT

FIXED ASSETS FAIR MARKET VALUE AT PETITION DATE: _____(b)
 (Includes Property, Plant and Equipment)

BRIEF DESCRIPTION (First Report Only): _____

FIXED ASSETS RECONCILIATION:
 Fixed Asset Book Value at Beginning of Month \$ _____(a)(b)
 MINUS: Depreciation Expense \$ _____
 PLUS: New Purchases \$ _____
 PLUS/MINUS: Adjustments or Write-downs \$ _____*
 Ending Monthly Balance \$ _____

*For any adjustments or write-downs, provide explanation and supporting documentation, if applicable.

BRIEF DESCRIPTION OF FIXED ASSETS PURCHASED OR DISPOSED OF DURING THE REPORTING PERIOD: _____

(a) This number is carried forward from last month's report. For the first report only, this number will be the balance as of the petition date.

(b) Fair Market Value is the amount at which fixed assets could be sold under current economic conditions. Book Value is the cost of the fixed assets minus accumulated depreciation and other adjustments.

ATTACHMENT 4A

MONTHLY SUMMARY OF BANK ACTIVITY - OPERATING ACCOUNT

Name of Debtor: AQUA LIFE CORP. d/b/a PINCH-A-PENNY #43 Case Number: 17-15918-RAM

Reporting Period beginning January 1, 2018 Period ending January 31, 2018

Attach a copy of current month bank statement and bank reconciliation to this Summary of Bank Activity. A standard bank reconciliation form can be found at http://www.usdoj.gov/ust/r21/reg_info.htm. If bank accounts other than the three required by the United States Trustee Program are necessary, permission must be obtained from the United States Trustee prior to opening the accounts. Additionally, use of less than the three required bank accounts must be approved by the United States Trustee.

NAME OF BANK: City National Bank of Florida BRANCH: Brickell

ACCOUNT NAME: Aqua Life ACCOUNT NUMBER: 2339

PURPOSE OF ACCOUNT: OPERATING

Ending Balance per Bank Statement	\$ <u>40773.49</u>
Plus Total Amount of Outstanding Deposits	\$ <u>19448.38</u>
Minus Total Amount of Outstanding Checks and other debits	\$ <u>29858.21</u> *
Minus Service Charges	\$ <u>0</u>
Ending Balance per Check Register	\$ <u>129583.13</u> **(a)

*Debit cards are used by _____

**If Closing Balance is negative, provide explanation: _____

The following disbursements were paid in Cash (do not includes items reported as Petty Cash on Attachment 4D: (Check here if cash disbursements were authorized by United States Trustee)

Date	Amount	Payee	Purpose	Reason for Cash Disbursement
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

TRANSFERS BETWEEN DEBTOR IN POSSESSION ACCOUNTS

“Total Amount of Outstanding Checks and other debits”, listed above, includes:

\$ 84650.00 Transferred to Payroll Account
 \$ 19279.00 Transferred to Tax Account

(a) The total of this line on Attachment 4A, 4B and 4C plus the total of 4D must equal the amount reported as “Ending Balance” on Schedule of Receipts and Disbursements (Page MOR-2, Line 7).

ATTACHMENT 5A

CHECK REGISTER - OPERATING ACCOUNT

Name of Debtor: AQUA LIFE CORP. d/b/a PINCH-A-PENNY #43 Case Number: 17-15918-RAM

Reporting Period beginning January 1, 2018 Period ending January 31, 2018

NAME OF BANK: City National Bank of Florida BRANCH: Brickell

ACCOUNT NAME: Aqua Life Corp. Operating Account

ACCOUNT NUMBER: 2339

PURPOSE OF ACCOUNT: OPERATING

Account for all disbursements, including voids, lost checks, stop payments, etc. In the alternative, a computer generated check register can be attached to this report, provided all the information requested below is included.

<u>DATE</u>	<u>CHECK NUMBER</u>	<u>PAYEE</u>	<u>PURPOSE</u>	<u>AMOUNT</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
TOTAL				\$ _____

ATTACHMENT 4B

MONTHLY SUMMARY OF BANK ACTIVITY - PAYROLL ACCOUNT

Name of Debtor: AQUA LIFE CORP. d/b/a PINCH-A-PENNY #43 Case Number: 17-15918-RAM

Reporting Period beginning February 1, 2018 Period ending February 31, 2018

Attach a copy of current month bank statement and bank reconciliation to this Summary of Bank Activity. A standard bank reconciliation form can be found at http://www.usdoj.gov/ust/r21/reg_info.htm.

NAME OF BANK: City National Bank of Florida BRANCH: BRICKELL

ACCOUNT NAME: Aqua Life Corp ACCOUNT NUMBER: 2371

PURPOSE OF ACCOUNT: PAYROLL

Ending Balance per Bank Statement	\$ 43043.32
Plus Total Amount of Outstanding Deposits	\$ 0
Minus Total Amount of Outstanding Checks and other debits	\$ 0 *
Minus Service Charges	\$ 0
Ending Balance per Check Register	\$ 43043.32 ** (a)

***Debit cards must not be issued on this account.**

****If Closing Balance is negative, provide explanation:** _____

The following disbursements were paid by Cash: (Check here if cash disbursements were authorized by United States Trustee)

Date	Amount	Payee	Purpose	Reason for Cash Disbursement
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

The following non-payroll disbursements were made from this account:

Date	Amount	Payee	Purpose	Reason for disbursement from this account
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

(a)The total of this line on Attachment 4A, 4B and 4C plus the total of 4D must equal the amount reported as "Ending Balance" on Schedule of Receipts and Disbursements (Page MOR-2, Line 7).

ATTACHMENT 5B
CHECK REGISTER - PAYROLL ACCOUNT

Name of Debtor: AQUA LIFE CORP. d/b/a PINCH-A-PENNY #43 Case Number: 17-15918-RAM

Reporting Period beginning January 1, 2018 Period ending January 31, 2018

NAME OF BANK: City Bank of Florida BRANCH: Brickell

ACCOUNT NAME: Aqua Life

ACCOUNT NUMBER: 2371

PURPOSE OF ACCOUNT: PAYROLL / Paid threu ADP

Account for all disbursements, including voids, lost payments, stop payment, etc. In the alternative, a computer generated check register can be attached to this report, provided all the information requested below is included.

<u>DATE</u>	<u>CHECK NUMBER</u>	<u>PAYEE</u>	<u>PURPOSE</u>	<u>AMOUNT</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
TOTAL				\$ _____

ATTACHMENT 4C

MONTHLY SUMMARY OF BANK ACTIVITY - TAX ACCOUNT

Name of Debtor: AQUA LIFE CORP. d/b/a PINCH-A-PENNY #43 Case Number: 17-15918-RAM

Reporting Period beginning February 1, 2018 Period ending February 31, 2018

Attach a copy of current month bank statement and bank reconciliation to this Summary of Bank Activity. A standard bank reconciliation form can be found on the United States Trustee website, <http://www.usdoj.gov/ust/r21/index.htm>.

NAME OF BANK: City National Bank of Florida BRANCH: Brickell

ACCOUNT NAME: Aqua Life ACCOUNT NUMBER: 2371

PURPOSE OF ACCOUNT: TAX

Ending Balance per Bank Statement	\$ 300.80
Plus Total Amount of Outstanding Deposits	\$ 0
Minus Total Amount of Outstanding Checks and other debits	\$ 0 *
Minus Service Charges	\$
Ending Balance per Check Register	\$ 300.80 **(a)

***Debit cards must not be issued on this account.**

****If Closing Balance is negative, provide explanation:** _____

The following disbursements were paid by Cash: (Check here if cash disbursements were authorized by United States Trustee)

Date	Amount	Payee	Purpose	Reason for Cash Disbursement
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

The following non-tax disbursements were made from this account:

Date	Amount	Payee	Purpose	Reason for disbursement from this account
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

(a)The total of this line on Attachment 4A, 4B and 4C plus the total of 4D must equal the amount reported as "Ending Balance" on Schedule of Receipts and Disbursements (Page MOR-2, Line 7).

ATTACHMENT 5C

CHECK REGISTER - TAX ACCOUNT

Name of Debtor: AQUA LIFE CORP. d/b/a PINCH-A-PENNY #43 Case Number: 17-15918-RAM

Reporting Period beginning January 1, 2018 Period ending January 31, 2018

NAME OF BANK: City National Bank of Florida BRANCH: Brickell

ACCOUNT NAME: Aqua Life ACCOUNT # 2410

PURPOSE OF ACCOUNT: Sales and use TAX

Account for all disbursements, including voids, lost checks, stop payments, etc. In the alternative, a computer-generated check register can be attached to this report, provided all the information requested below is included.

<http://www.usdoj.gov/ust/>

<u>DATE</u>	<u>CHECK NUMBER</u>	<u>PAYEE</u>	<u>PURPOSE</u>	<u>AMOUNT</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

TOTAL				_____ (d)
	SUMMARY OF TAXES PAID			
Payroll Taxes Paid				_____ (a)
Sales & Use Taxes Paid				<u>11716.61</u>
			(b)	
Other Taxes Paid				_____ (c)
TOTAL				_____ (d)

- (a) This number is reported in the "Current Month" column of Schedule of Receipts and Disbursements (Page MOR-2, Line 5O).
- (b) This number is reported in the "Current Month" column of Schedule of Receipts and Disbursements (Page MOR-2, Line 5P).
- (c) This number is reported in the "Current Month" column of Schedule of Receipts and Disbursements (Page MOR-2, Line 5Q).
- (d) These two lines must be equal.

ATTACHMENT 4D

INVESTMENT ACCOUNTS AND PETTY CASH REPORT

INVESTMENT ACCOUNTS

Each savings and investment account, i.e. certificates of deposits, money market accounts, stocks and bonds, etc., should be listed separately. Attach copies of account statements.

Type of Negotiable	None			
<u>Instrument</u>	<u>Face Value</u>	<u>Purchase Price</u>	<u>Date of Purchase</u>	<u>Current Market Value</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
TOTAL				_____ (a)

PETTY CASH REPORT

The following Petty Cash Drawers/Accounts are maintained:

<u>Location of Box/Account</u>	(Column 2) <u>Maximum Amount of Cash in Drawer/Acct.</u>	(Column 3) <u>Amount of Petty Cash On Hand (Column 2) and At End of Month</u>	(Column 4) <u>Difference between (Column 2) and (Column 3)</u>
<u>Register 1</u>	<u>150.00</u>	<u>150.00</u>	_____
<u>Register 2</u>	<u>150.00</u>	<u>150.00</u>	_____
_____	_____	_____	_____
TOTAL		<u>\$ 300.00</u>	(b)

For any Petty Cash Disbursements over \$100 per transaction, attach copies of receipts. If there are no receipts, provide an explanation _____

No Cash used for purchases done by Credit Cards

TOTAL INVESTMENT ACCOUNTS AND PETTY CASH(a + b) \$ _____
(c)

(c)The total of this line on Attachment 4A, 4B and 4C plus the total of 4D must equal the amount reported as "Ending Balance" on Schedule of Receipts and Disbursements (Page MOR-2, Line 7).

ATTACHMENT 6

MONTHLY TAX REPORT

Name of Debtor: AQUA LIFE CORP. d/b/a PINCH-A-PENNY #43 Case Number: 17-15918-RAM

Reporting Period beginning January 1, 2018 Period ending January 31, 2018

TAXES OWED AND DUE

Report all unpaid post-petition taxes including Federal and State withholding FICA, State sales tax, property tax, unemployment tax, State workmen's compensation, etc.

Name of Taxing Authority	Date Payment Due	Description	Amount	Date Last Tax Return Filed	Tax Return Period
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
TOTAL			\$ 0		

ATTACHMENT 7

SUMMARY OF OFFICER OR OWNER COMPENSATION

SUMMARY OF PERSONNEL AND INSURANCE COVERAGES

Name of Debtor: AQUA LIFE CORP. d/b/a PINCH-A-PENNY #43 Case Number: 17-15918-RAM

Reporting Period beginning January 1, 2018 Period ending January 31, 2018

Report all forms of compensation received by or paid on behalf of the Officer or Owner during the month. Include car allowances, payments to retirement plans, loan repayments, payments of Officer/Owner's personal expenses, insurance premium payments, etc. Do not include reimbursement for business expenses Officer or Owner incurred and for which detailed receipts are maintained in the accounting records.

<u>Name of Officer or Owner</u>	<u>Title</u>	<u>Payment Description</u>	<u>Amount Paid</u>
<u>Ana Ibarra</u>	<u>President</u>	None	<u>0</u>
<u>Luis F. Ibarra</u>	<u>Secretary</u>	None	<u>0</u>
<u>Luis E. Ibarra</u>	<u>Treasure</u>	Payroll	<u>12,916.00</u>
<u>Raymond Ibarra</u>	<u>VP</u>	Payroll	<u>12916.00</u>

PERSONNEL REPORT

	<u>Full Time</u>	<u>Part Time</u>
Number of employees at beginning of period	<u>26</u>	<u>0</u>
Number hired during the period	<u>26</u>	<u>0</u>
Number terminated or resigned during period	<u>0</u>	<u>0</u>
Number of employees on payroll at end of period	<u>26</u>	<u>0</u>

CONFIRMATION OF INSURANCE

List all policies of insurance in effect, including but not limited to workers' compensation, liability, fire, theft, comprehensive, vehicle, health and life. For the first report, attach a copy of the declaration sheet for each type of insurance. For subsequent reports, attach a certificate of insurance for any policy in which a change occurs during the month (new carrier, increased policy limits, renewal, etc.).

<u>Agent and/or Carrier</u>	<u>Phone Number</u>	<u>Policy Number</u>	<u>Coverage Type</u>	<u>Expiration Date</u>	<u>Date Premium Due</u>
<u>Eastern Insurance</u>	<u>800-282-7644</u>	<u>320</u>	<u>Workers Comp</u>	<u>07/25/18</u>	<u>25th of Month</u>
<u>Mapfre Auto Insurance</u>	<u>844-6155486</u>	<u>100239</u>	<u>Auto Insurance</u>	<u>07/20/2018</u>	<u>20th of Month</u>
<u>Security Premium</u>	<u>305-269-1975</u>	<u>46-9</u>	<u>Liability</u>	<u>08/12/18</u>	<u>8th of Month</u>
<u>AM Trust Insurance</u>	<u>305-221-7878</u>	<u>218-1</u>	<u>Gen. Liability</u>	<u>02/24/2019</u>	<u>2nd of the month</u>

The following lapse in insurance coverage occurred this month:

<u>Policy Type</u>	<u>Date Lapsed</u>	<u>Date Reinstated</u>	<u>Reason for Lapse</u>
_____	_____	_____	<u>None</u>
_____	_____	_____	_____

Check here if U. S. Trustee has been listed as Certificate Holder for all insurance policies.

ATTACHMENT 8

SIGNIFICANT DEVELOPMENTS DURING REPORTING PERIOD

Information to be provided on this page, includes, but is not limited to: (1) financial transactions that are not reported on this report, such as the sale of real estate (*attach closing statement*); (2) non-financial transactions, such as the substitution of assets or collateral; (3) modifications to loan agreements; (4) change in senior management, etc. Attach any relevant documents.

We anticipate filing a Plan of Reorganization and Disclosure Statement on or before _____.

1:15 PM

03/07/18

Aqua Life Corp DIP
Reconciliation Summary
 Operating account, Period Ending 02/28/2018

	Feb 28, 18	
Beginning Balance		28,522.85
Cleared Transactions		
Checks and Payments - 95 items	-281,515.79	
Deposits and Credits - 99 items	304,176.26	
Total Cleared Transactions	22,660.47	
Cleared Balance		51,183.32
Uncleared Transactions		
Checks and Payments - 11 items	-29,858.21	
Deposits and Credits - 5 items	19,448.38	
Total Uncleared Transactions	-10,409.83	
Register Balance as of 02/28/2018		40,773.49
New Transactions		
Checks and Payments - 18 items	-37,092.47	
Deposits and Credits - 19 items	125,902.16	
Total New Transactions	88,809.69	
Ending Balance		129,583.18

2:07 PM

03/07/18

Aqua Life Corp DIP
Reconciliation Detail
 Payroll account, Period Ending 02/28/2018

Type	Date	Num	Name	Clr	Amount	Balance
Beginning Balance						41,500.82
Cleared Transactions						
Checks and Payments - 7 items						
General Journal	02/02/2018		ADP	X	-30,586.47	-30,586.47
General Journal	02/02/2018		ADP	X	-9,301.82	-39,888.29
General Journal	02/02/2018		ADP	X	-602.24	-40,490.53
Check	02/15/2018			X	-20.90	-40,511.43
General Journal	02/16/2018		ADP	X	-32,200.95	-72,712.38
General Journal	02/16/2018		ADP	X	-9,789.88	-82,502.26
General Journal	02/16/2018		ADP	X	-602.24	-83,104.50
Total Checks and Payments					-83,104.50	-83,104.50
Deposits and Credits - 2 items						
General Journal	02/14/2018		Payroll	X	42,050.00	42,050.00
General Journal	02/28/2018		Payroll	X	42,600.00	84,650.00
Total Deposits and Credits					84,650.00	84,650.00
Total Cleared Transactions					1,545.50	1,545.50
Cleared Balance					1,545.50	43,046.32
Register Balance as of 02/28/2018					1,545.50	43,046.32
New Transactions						
Checks and Payments - 3 items						
General Journal	03/02/2018		ADP		-32,294.35	-32,294.35
General Journal	03/02/2018		ADP		-9,997.27	-42,291.62
General Journal	03/02/2018		ADP		-602.24	-42,893.86
Total Checks and Payments					-42,893.86	-42,893.86
Total New Transactions					-42,893.86	-42,893.86
Ending Balance					<u>-41,348.36</u>	<u>152.46</u>

2:01 PM

03/07/18

Aqua Life Corp DIP
Reconciliation Detail
 Tax account, Period Ending 02/28/2018

Type	Date	Num	Name	Clr	Amount	Balance
Beginning Balance						689.70
Cleared Transactions						
Checks and Payments - 3 items						
General Journal	02/14/2018		Pinch - A - Penny # ...	X	-11,800.00	-11,800.00
Check	02/15/2018			X	-19.96	-11,819.96
General Journal	02/19/2018		Florida Department ...	X	-7,847.94	-19,667.90
Total Checks and Payments					-19,667.90	-19,667.90
Deposits and Credits - 2 items						
Deposit	02/13/2018		Hays, Stephen	X	11,399.00	11,399.00
General Journal	02/20/2018		Florida Department ...	X	7,880.00	19,279.00
Total Deposits and Credits					19,279.00	19,279.00
Total Cleared Transactions					-388.90	-388.90
Cleared Balance					-388.90	300.80
Register Balance as of 02/28/2018					-388.90	300.80
Ending Balance					<u>-388.90</u>	<u>300.80</u>

Aqua Life Corp DIP
Transaction List by Vendor
February 2018

	Type	Date	Num	Memo	Account	Clf	Split	Amount
A&H Expedited	Check	02/06/2018	4445		Operating account	✓	License & Permits	-150.00
	Bill	02/09/2018	308958		Accounts Payable	✓	License & Permits	-210.07
	Bill Pmt-Check	02/09/2018	4450		Operating account	✓	Accounts Payable	-210.07
	Check	02/13/2018	4455		Operating account	✓	License & Permits	-150.00
Ace Hardware	Credit Card Charge	02/13/2018			American Express LEI	✓	Supplies	-27.12
Action Sod	Credit Card Charge	02/08/2018			American Express LEI	✓	Materials	-22.47
ADP Payroll Fees	Check	02/09/2018	ACH Debit	Paycheck 02/02/18	Operating account	✓	ADP Payroll Processing	-132.55
	Bill	02/23/2018			Accounts Payable	✓	ADP Payroll Processing	-134.70
	Bill Pmt-Check	02/23/2018	ACH Debit		Operating account	✓	Accounts Payable	-134.70
Advancer Auto Parts	Credit Card Charge	02/10/2018			American Express LEI	✓	Automobile Repairs & Maint	-48.12
Allied Universal Corporation	Bill	02/01/2018	11457877		Accounts Payable	✓	Inventory Merchandise	-826.50
	Bill	02/02/2018	11458118		Accounts Payable	✓	Inventory Merchandise	-817.80
	Bill	02/05/2018	11458367		Accounts Payable	✓	Inventory Merchandise	-313.20
	Bill Pmt-Check	02/06/2018	ACH Debit		Operating account	✓	-SPLIT-	-3,312.55
	Bill	02/07/2018	11458736		Accounts Payable	✓	Inventory Merchandise	-234.90
	Bill	02/07/2018	11458820		Accounts Payable	✓	Inventory Merchandise	-294.00
	Bill	02/08/2018	11459105		Accounts Payable	✓	Inventory Merchandise	-783.00
	Bill	02/09/2018	11459164		Accounts Payable	✓	Inventory Merchandise	-965.70
	Bill Pmt-Check	02/13/2018	ACH Debit		Operating account	✓	-SPLIT-	-2,461.25
	Bill	02/13/2018	11459716		Accounts Payable	✓	Inventory Merchandise	-1,322.40
	Bill	02/14/2018	11459945		Accounts Payable	✓	Inventory Merchandise	-1,131.00
	Bill	02/14/2018	11460002		Accounts Payable	✓	Inventory Merchandise	-294.00
	Bill	02/15/2018	11460250		Accounts Payable	✓	Inventory Merchandise	-948.30
	Bill	02/20/2018	11461015		Accounts Payable	✓	Inventory Merchandise	-591.60
	Bill Pmt-Check	02/20/2018	ACH Debit		Operating account	✓	-SPLIT-	-3,510.91
	Bill	02/20/2018	11461166		Accounts Payable	✓	Inventory Merchandise	-588.00
	Bill	02/21/2018	11461245		Accounts Payable	✓	Inventory Merchandise	-669.90
	Bill	02/22/2018	11461551		Accounts Payable	✓	Inventory Merchandise	-1,218.00
	Bill	02/23/2018	11461823		Accounts Payable	✓	Inventory Merchandise	-913.50
	Bill	02/27/2018	11462198		Accounts Payable	✓	Inventory Merchandise	-626.40
	Bill	02/27/2018	11462209		Accounts Payable	✓	Inventory Merchandise	-588.00
	Bill Pmt-Check	02/27/2018	ACH Debit		Operating account	✓	-SPLIT-	-3,781.94
Amazon.com	Credit Card Charge	02/05/2018			AmEx Business - RI 1017	✓	Office & Postage	-28.99
American Express	Bill Pmt-Check	02/05/2018	ACH Debit		Operating account	✓	Accounts Payable	-25,983.66
	Credit Card Charge	02/14/2018		Annual Membership Fee	AmEx Business - RI 1017	✓	Bank Service Charges	-175.00
	Credit Card Charge	02/14/2018			American Express LEI	✓	Bank Service Charges	-50.00
	Bill	02/15/2018			Accounts Payable	✓	AmEx Business - RI 1017	-14,787.13
Authorize.net	Credit Card Charge	02/01/2018			AmEx Business - RI 1017	✓	Credit Cards Discount	-23.38
AVMED	Check	02/19/2018	ACH Debit		Operating account	✓	Health Ins - Lus Ibarra	-2,236.60
	Check	02/19/2018	ACH Debit		Operating account	✓	Health Ins - Raymond Ibarra	-2,696.31
Billboard Vinyls	Credit Card Charge	02/10/2018			AmEx Business - RI 1017	✓	Repairs & Maintenance	-44.81
Biscayne Chemical Inc	Credit Card Charge	02/06/2018			AmEx Business - RI 1017	✓	Inventory Merchandise	-631.09
CITY OF MIAMI BEACH	Check	02/06/2018	4439		Operating account	✓	License & Permits	-115.00
	Check	02/06/2018	4440		Operating account	✓	License & Permits	-115.60
Cliff-Hanger	Bill Pmt-Check	02/07/2018	4446		Operating account	✓	Accounts Payable	-53.50

Type	Date	Num	Memo	Account	Clr	Split	Amount
COMCAST	Bill	02/28/2018		Accounts Payable		Repairs & Maintenance	-53.50
	Check	02/05/2018	ACH Debit 8495 60 040 2698742	Operating account	✓	Cable, Phone, Internet	-449.84
Credomatic Disc Settlement	Check	02/01/2018	ACH Debit	Operating account	✓	Credit Cards Discount	-1,717.48
Custom Molded Products, LLC	Credit Card Charge	02/05/2018		AmEx Business - RI 1017	✓	Inventory Merchandise	-504.07
Danisver Rodriguez	Check	02/01/2018	4435	Operating account	✓	Repairs & Maintenance	-260.00
Delta Rentals	Bill	02/12/2018	198285	Accounts Payable		Tool rental	-50.00
	Bill	02/14/2018	198291	Accounts Payable		Tool rental	-100.00
	Bill	02/17/2018	198300	Accounts Payable		Tool rental	-65.00
Dr Concrete Finish Corp.	Bill Pmt -Check	02/22/2018	4473 PINCH	Operating account	✓	Accounts Payable	-652.35
	Bill Pmt -Check	02/07/2018	4447	Operating account	✓	Accounts Payable	-1,900.00
	Bill	02/09/2018	1381 Marisalde	Accounts Payable		Sub contractors	-2,150.00
	Bill	02/13/2018	1384 Moreles	Accounts Payable		Sub contractors	-2,500.00
	Bill	02/18/2018	1387	Accounts Payable		Sub contractors	-2,100.00
	Bill	02/19/2018	1390	Accounts Payable		Sub contractors	-1,800.00
	Bill Pmt -Check	02/21/2018	4485	Operating account	✓	Accounts Payable	-4,650.00
EBENEZER POOL, INC	Bill	02/12/2018	6270 SW 86 ST CV6270, LLC	Accounts Payable		Sub contractors	-1,960.00
	Bill Pmt -Check	02/23/2018	4474 CV6270, LLC	Operating account	✓	Accounts Payable	-1,960.00
Exxon/Mobil	Credit Card Charge	02/01/2018		American Express LEI	✓	Fuel	-30.00
	Credit Card Charge	02/03/2018		American Express LEI	✓	Fuel	-76.80
	Credit Card Charge	02/07/2018		AmEx Business - RI 1017	✓	Fuel	-56.67
	Credit Card Charge	02/09/2018		American Express LEI	✓	Fuel	-18.31
	Credit Card Charge	02/10/2018		American Express LEI	✓	Fuel	-16.00
	Credit Card Charge	02/11/2018		American Express LEI	✓	Fuel	-32.70
Facebook	Credit Card Charge	02/13/2018		AmEx Business - RI 1017	✓	Advertising & Promotion	-22.86
	Credit Card Charge	02/13/2018		AmEx Business - RI 1017	✓	Advertising & Promotion	-2.14
First Insurance Group	Bill	02/15/2018	Constrctn renewal 16	Accounts Payable		Insurance - Gen'l & Liability	-1,798.00
	Bill Pmt -Check	02/27/2018	4479	Operating account	•	Accounts Payable	-1,798.00
Flanigans'	Credit Card Charge	02/04/2018		American Express LEI	✓	Meals and Entertainment	-132.82
Florida Department of Revenue.	General Journal	02/19/2018	Sales Taxes Debit	Sales Tax Payable		-SPLIT-	7,877.94
	General Journal	02/20/2018	January 2018 Sales taxes	Tax account	✓	Operating account	7,880.00
Florida Water Products	Bill	02/01/2018	5058284	Accounts Payable		Inventory Merchandise	-10.62
	Bill	02/01/2018	5058283	Accounts Payable		Inventory Merchandise	-117.22
	Credit	02/02/2018	5059103	Accounts Payable		Inventory Merchandise	175.42
	Credit	02/02/2018	5059152	Accounts Payable		Inventory Merchandise	135.55
	Bill	02/02/2018	5059159	Accounts Payable		Inventory Merchandise	-709.68
	Bill	02/02/2018	5059036	Accounts Payable		Inventory Merchandise	-735.99
	Bill Pmt -Check	02/07/2018	4449 3670	Operating account	✓	Accounts Payable	-3,286.04
	Bill	02/07/2018	5062009	Accounts Payable		Inventory Merchandise	-475.25
	Bill	02/07/2018	5062016	Accounts Payable		Inventory Merchandise	-50.13
	Bill	02/07/2018	5062108	Accounts Payable		Inventory Merchandise	-23.63
	Bill	02/07/2018	5062131	Accounts Payable		Inventory Merchandise	-212.71
	Bill	02/09/2018	5063487	Accounts Payable		Inventory Merchandise	-120.94
	Bill	02/09/2018	5063479	Accounts Payable		Inventory Merchandise	-112.51
	Bill	02/12/2018	5064568	Accounts Payable		Inventory Merchandise	-34.11
	Bill	02/12/2018	5064569	Accounts Payable		Inventory Merchandise	-386.12
	Bill	02/12/2018	5064574	Accounts Payable		Inventory Merchandise	-977.68

Type	Date	Num	Memo	Account	Clr	Split	Amount
Bill	02/13/2018	5065023		Accounts Payable		Inventory Merchandise	-353.50
Bill	02/16/2018	5067681		Accounts Payable		Inventory Merchandise	-289.67
Bill	02/23/2018	5072227		Accounts Payable		Inventory Merchandise	-63.69
Bill	02/23/2018	5072241		Accounts Payable		Inventory Merchandise	-64.96
FLORIGAS							
Bill	02/03/2018	692787		Accounts Payable		Inventory Merchandise	-546.14
Bill	02/09/2018	692683		Accounts Payable		Inventory Merchandise	-130.00
Bill Pmt -Check	02/07/2018	4448		Operating account	✓	Accounts Payable	-419.24
Bill	02/10/2018	693454		Accounts Payable		Inventory Merchandise	-596.11
Bill	02/17/2018	694451		Accounts Payable		Inventory Merchandise	-429.45
Bill Pmt -Check	02/21/2018	4466		Operating account	✓	Accounts Payable	-1,701.70
FPL PAP #House DIP							
Bill	02/09/2018			Accounts Payable		Electricity	-141.70
Bill Pmt -Check	02/27/2018	ACH Debit	69134-48541	Operating account	✓	Accounts Payable	-141.70
FPL PAP DIP							
Bill	02/06/2018			Accounts Payable		Electricity	-1,024.28
Bill Pmt -Check	02/21/2018	ACH Debit	32451-52065	Operating account	✓	Accounts Payable	-1,024.28
Google SvcsApps							
Credit Card Charge	02/01/2018			AmEx Business - RI 1017	✓	Advertising & Promotion	-53.68
HL Service & Repair, Inc.							
Bill Pmt -Check	02/23/2018	4475		Operating account	*	Accounts Payable	-315.00
Home DepotCredit Services LEI							
Bill Pmt -Check	02/23/2018	ACH Debit	6035 3221 9184 7692	Operating account	✓	Accounts Payable	-911.31
Bill	02/27/2018			Accounts Payable		Home Depot 7692 LEI	-1,745.78
ITunes							
Credit Card Charge	02/10/2018			American Express LEI	✓	Advertising & Promotion	-3.99
Credit Card Charge	02/11/2018			American Express LEI	✓	Software Subscription	-9.99
LLaguno Corp.							
Bill	02/02/2018	226346		Accounts Payable		Freight & Delivery	-3,700.00
Bill Pmt -Check	02/13/2018	4456		Operating account	✓	Accounts Payable	-3,700.00
Los Arrieros Restaurant							
Credit Card Charge	02/10/2018			AmEx Business - RI 1017	✓	Meals & Entertainment	-180.87
Lowes							
Credit Card Charge	02/12/2018			American Express LEI	✓	Materials	-108.37
Luis Sanchez							
Check	02/01/2018	4436		Operating account	✓	Repairs & Maintenance	-360.00
MAPFRE Insurance Co. of Florida							
Bill Pmt -Check	02/21/2018	ACH Debit	4150160012901	Operating account	✓	Accounts Payable	-1,628.92
Bill	02/28/2018			Accounts Payable		Insurance - Autos & Trucks	-1,628.92
Miami-Dade County							
Check	02/10/2018	4356		Operating account	✓	License & Permits	-343.69
Check	02/12/2018	4452		Operating account	✓	License & Permits	-333.26
Check	02/26/2018	4472		Operating account	✓	License & Permits	-162.70
Check	02/27/2018	4468	Demolition permit 9970 SW 41 Ter	Operating account	✓	License & Permits	-26.88
Miami-Dade County Auto Tag Agency							
Bill	02/15/2018	DMKG65 2019	2013 Tundra	Accounts Payable		Titles, Plates & Renewals	-46.85
Bill	02/15/2018	263KRR 2019	2012 Trans	Accounts Payable		Titles, Plates & Renewals	-39.50
Miami-Dade Water & Sewer (1392784432)							
Bill	02/05/2018	10/27/17-01/29/18		Accounts Payable		Water & Sewer	-222.97
Bill Pmt -Check	02/23/2018	ACH Debit	1392784432	Operating account	✓	Accounts Payable	-222.97
MPA Parking Authority							
Credit Card Charge	02/07/2018			AmEx Business - RI 1017	✓	Parking & Tolls	-1.75
Nissan Motor Acceptance Corporation							
Bill	02/10/2018			Accounts Payable		Loan For Automobiles	-415.21
Bill Pmt -Check	02/21/2018	4467	0010 2416 9649 00001	Operating account	*	Accounts Payable	-415.21
Ocean Bank (20227252064)							
Check	02/16/2018	4462	VOID 20227252064	Operating account	✓	Rent	-8,673.21
Payroll							
General Journal	02/14/2018		Funding for payroll 02/16/2018	Payroll account	✓	-SPLIT-	42,050.00

Type	Date	Num	Memo	Account	Clr	Split	Amount
General Journal	02/28/2018		Funding for payroll 03/02/2018	Payroll account	✓	Operating account	42,600.00
Pinch - A - Penny , Inc.							
Bill Pmt -Check	02/05/2018	4441	43	Operating account	✓	Accounts Payable	-3,636.60
Bill	02/05/2018	1775629		Accounts Payable		-SPLIT-	-4,645.28
Bill Pmt -Check	02/12/2018	4453	43	Operating account	✓	Accounts Payable	-3,228.88
Bill	02/12/2018	1777595		Accounts Payable		-SPLIT-	-3,179.80
Bill	02/19/2018	1780599		Accounts Payable		-SPLIT-	-4,848.98
Bill	02/21/2018	99051155	Comcast Nov 2017	Accounts Payable		-SPLIT-	-7,488.50
Bill Pmt -Check	02/26/2018	4477	43	Operating account	•	Accounts Payable	-4,645.28
Bill	02/26/2018	1783485		Accounts Payable		-SPLIT-	-5,870.72
Pool Tiles, Inc.							
Check	02/28/2018	4460		Operating account	•	Sub contractors	-1,000.00
Progressive Express Ins Co. RI 03489140-3							
Check	02/19/2018	ACH Debit		Operating account	✓	Insurance - Autos & Trucks	-396.50
Progressive Express Ins Nissan to 5_18							
Bill Pmt -Check	02/21/2018	ACH Debit	06166918-0	Operating account	✓	Accounts Payable	-274.40
Progressive Waste Solutions of FL, Inc.							
Bill Pmt -Check	02/21/2018	ACH Debit	6440-039128	Operating account	✓	Accounts Payable	-767.73
Bill	02/25/2018	2006401		Accounts Payable		Trash Removal	-830.98
Ralu Corp							
Check	02/21/2018	4464		Operating account	✓	Rent	-4,000.00
Check	02/22/2018	4461		Operating account	✓	Rent	-10,000.00
Reinaldo L. Azan							
Bill	02/28/2018	February 2018		Accounts Payable		Professional Fees	-475.00
RetailFirst Insurance Company							
Bill	02/15/2018			Accounts Payable		Insurance - Worker Comp.	-3,024.85
Bill Pmt -Check	02/21/2018	ACH Debit	0520-31320	Operating account	✓	Accounts Payable	-3,024.85
Rigel Martinez							
Check	02/20/2018	4463		Operating account	✓	Pool Design fees	-400.00
Sears Mastercard							
Bill Pmt -Check	02/05/2018	4442		Operating account	✓	Accounts Payable	-899.55
Check	02/27/2018	ACH Debit		Operating account	✓	Fuel	-600.00
Security Premium Finance 284546-9							
Bill	02/08/2018			Accounts Payable		Insurance - Gen'l & Liability	-1,171.15
Bill Pmt -Check	02/15/2018	4460	284546-9	Operating account	✓	Accounts Payable	-1,171.15
Shell Oil							
Credit Card Charge	02/01/2018			American Express LEI	✓	Fuel	-20.00
Credit Card Charge	02/08/2018			American Express LEI	✓	Fuel	-75.00
Credit Card Charge	02/10/2018			American Express LEI	✓	Fuel	-51.00
Spiro							
Credit Card Charge	02/07/2018			AmEx Business - RI 1017	✓	Advertising & Promotion	-80.36
Stone Tools Corp							
Credit Card Charge	02/02/2018			American Express LEI	✓	Tools	-34.22
Sun Wholesale Supply Co, Inc.							
Bill Pmt -Check	02/01/2018	4437	43	Operating account	✓	-SPLIT-	-10,415.93
Bill	02/01/2018	1775113 001		Accounts Payable		Inventory Merchandise	-5,030.32
Bill	02/01/2018	1775113 002		Accounts Payable		Inventory Merchandise	-255.09
Bill Pmt -Check	02/05/2018	4443	43	Operating account	✓	-SPLIT-	-9,034.73
Bill	02/05/2018	1776094 001		Accounts Payable		Inventory Merchandise	-3,546.65
Bill	02/05/2018	1776094 002		Accounts Payable		Inventory Merchandise	-20.03
Bill	02/05/2018	1776095		Accounts Payable		Inventory Merchandise	-5.03
Bill Pmt -Check	02/09/2018	4451	43	Operating account	✓	-SPLIT-	-4,997.78
Bill	02/09/2018	1777060 001		Accounts Payable		Inventory Merchandise	-4,072.51
Bill	02/08/2018	1777060 002		Accounts Payable		Inventory Merchandise	-155.62
Bill Pmt -Check	02/12/2018	4454	43	Operating account	✓	-SPLIT-	-3,363.13
Bill	02/12/2018	1778093		Accounts Payable		Inventory Merchandise	-6,970.29
Credit	02/12/2018	99051028	Hayward heat pump credit	Accounts Payable		Purchases Rebates & Discounts	243.00
Bill Pmt -Check	02/15/2018	4459	43	Operating account	✓	-SPLIT-	-4,018.72
Bill	02/15/2018	1779993 001		Accounts Payable		Inventory Merchandise	-7,108.94

Type	Date	Num	Memo	Account	Clr	Split	Amount
Bill	02/15/2018	177993 002		Accounts Payable		Inventory Merchandise	-46.55
Credit	02/16/2018	1780108 SR		Accounts Payable		Inventory Merchandise	994.37
Bill	02/19/2018	1780919 001		Accounts Payable		Inventory Merchandise	-7,083.15
Bill	02/19/2018	1780919 002		Accounts Payable		Inventory Merchandise	-30.80
Bill	02/20/2018	1781379		Accounts Payable		Professional Fees	-50.00
Bill	02/20/2018	1781378		Accounts Payable		Professional Fees	-100.00
Bill	02/22/2018	1782794 001		Accounts Payable		Inventory Merchandise	-5,824.25
Bill	02/22/2018	1782794 002		Accounts Payable		Inventory Merchandise	-155.14
Bill	02/22/2018	1782795 001		Accounts Payable		Inventory Merchandise	-18.95
Bill	02/22/2018	1782851		Accounts Payable		Inventory Merchandise	-366.89
Bill	02/22/2018	1782793		Accounts Payable		Inventory Merchandise	-438.84
Bill Pmt -Check	02/26/2018	4478	43	Operating account	*	-SPLIT-	-20,531.67
Bill	02/26/2018	1784057		Accounts Payable		Inventory Merchandise	-9,073.38
Sunshine							
Credit Card Charge	02/01/2018			American Express LEI	√	Fuel	-75.00
Suntrust Consumer Loan							
Bill Pmt -Check	02/02/2018	4438	65600006565587497	Operating account	√	Accounts Payable	-576.74
Bill	02/15/2018	March 2018		Accounts Payable		L-T Note Payable Toyota Tundra	-576.74
Suntrust Consumer Loan (F-350)							
Bill	02/01/2018			Accounts Payable		L-T Note Payable F350 15	-894.56
Bill Pmt -Check	02/05/2018	4444	70200007021744300	Operating account	√	Accounts Payable	-894.56
Super Stone, Inc.							
Credit Card Charge	02/02/2018			American Express LEI	√	Materials	-264.04
Credit Card Charge	02/07/2018			American Express LEI	√	Materials	-30.07
Credit Card Charge	02/07/2018			American Express LEI	√	Materials	-533.44
Synchrony Bank							
General Journal	02/29/2018		Net financing from spa sale	Operating account	√	-SPLIT-	4,185.00
T-Mobile							
Credit Card Charge	02/13/2018			AmEx Business - RI 1017	√	Telephone	-148.43
The Home Depot							
Credit Card Charge	02/03/2018			Home Depot 7692 LEI		Supplies	-78.18
Credit Card Charge	02/06/2018			Home Depot 7692 LEI		Supplies	-57.76
Credit Card Charge	02/07/2018			Home Depot 7692 LEI		Supplies	-53.32
Credit Card Charge	02/08/2018			Home Depot 7692 LEI		Supplies	-72.32
Credit Card Charge	02/09/2018			AmEx Business - RI 1017	√	Supplies	-37.66
Credit Card Charge	02/09/2018			AmEx Business - RI 1017	√	Supplies	-7.78
Credit Card Charge	02/09/2018			AmEx Business - RI 1017	√	Supplies	-38.46
Credit Card Charge	02/09/2018			Home Depot 7692 LEI		Supplies	-193.05
Credit Card Credit	02/09/2018			Home Depot 7692 LEI		Supplies	14.84
Credit Card Credit	02/09/2018			Home Depot 7692 LEI		Supplies	70.19
Credit Card Charge	02/12/2018			AmEx Business - RI 1017	√	Supplies	-11.96
Credit Card Charge	02/15/2018			Home Depot 7692 LEI		Supplies	-47.37
Credit Card Charge	02/17/2018			Home Depot 7692 LEI		Materials	-206.73
Credit Card Charge	02/17/2018			Home Depot 7692 LEI		Supplies	-24.44
Credit Card Charge	02/20/2018			Home Depot 7692 LEI		Materials	-222.78
Credit Card Credit	02/20/2018			Home Depot 7692 LEI		Materials	16.05
Credit Card Charge	02/22/2018			Home Depot 7692 LEI		Supplies	-205.48
Credit Card Charge	02/22/2018			Home Depot 7692 LEI		Materials	-239.47
Credit Card Charge	02/26/2018			Home Depot 7692 LEI		Supplies	-44.99
Credit Card Charge	02/26/2018			Home Depot 7692 LEI		Supplies	-170.92
Truck & Equipment Solution							
Bill	02/05/2018	129	12895 Biscayne Bay Dr	Accounts Payable		Sub contractors	-1,050.00
Bill Pmt -Check	02/23/2018	4476	12895 Biscayne Bay Dr	Operating account	*	Accounts Payable	-1,050.00
verizon Wireless(511408957-00001)							
Check	02/10/2018	ACH Debit	511408957-00001	Operating account	√	Telephone	-246.27
Bill	02/25/2018			Accounts Payable		Telephone	-796.23
Verizon Wireless(624100382-00001)							
Check	02/05/2018	ACH Debit	624100382-00001	Operating account	√	Telephone	-135.97
Watkins Manufacturing Corp.							

Aqua Life Corp Dip
Transaction List by Vendor
February 2018

Type	Date	Num	Memo	Account	Clr	Split	Amount
Bill	02/12/2018	WEB300215416		Accounts Payable		Inventory Merchandise	-2,280.00
Check	02/14/2018	4457	02635: SO20263955	Operating account	✓	Inventory Merchandise	-40,874.00
Check	02/14/2018	4459	02635	Operating account	✓	Inventory Merchandise	-5,000.00
Bill	02/15/2018	SO20264982		Accounts Payable		Inventory Merchandise	-7,515.00
Bill	02/22/2018	WEB300214876		Accounts Payable		Inventory Merchandise	-3,165.00
Bill	02/26/2018	WEB300215163		Accounts Payable		Inventory Merchandise	-6,890.00
Bill	02/26/2018	WEB300215165		Accounts Payable		Inventory Merchandise	-6,340.00
Bill	02/26/2018	WEB300215167		Accounts Payable		Inventory Merchandise	-3,050.00
Credit Card Charge	02/11/2018			AmEx Business - RI 1017	✓	Fuel	-18.63

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Account:

XXXXXX2339

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AQUA LIFE CORP
DBA PINCH-A-PENNY #43
DIP-CHAPTER 11 CASE #17-15918-RAM
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Bankruptcy

Account Summary

Account:	XXXXXX2339	Beginning Balance:	\$28,522.85
Last Statement:	January 31, 2018	Ending Balance:	\$51,183.32
This Statement:	February 28, 2018	Average Ledger Balance:	\$49,778.94
		Low Balance:	\$14,786.03

Daily Activity

Date	Description	Deposits/ Additions	Withdrawals/ Subtractions	Balance
01-31	Beginning balance			28,522.85
02-01	Deposit	20,409.00		48,931.85
02-01	American Express Settlement Aqua 43	176.30		49,108.15
02-01	Credomatic Merch Dep 4533	2,347.88		51,456.03
02-01	Credomatic Disc Sett 4533		1,717.48	49,738.55
02-01	Check # 4434		2,233.99	47,504.56
02-02	Deposit	1,257.00		48,761.56
02-02	Deposit	14,258.12		63,019.68
02-02	Credomatic Merch Dep 4533	1,563.48		64,583.16
02-02	American Express Settlement Aqua 43	3,049.75		67,632.91
02-05	Deposit	448.00		68,080.91
02-05	Deposit	866.00		68,946.91
02-05	Deposit	995.00		69,941.91
02-05	Deposit	1,602.00		71,543.91
02-05	American Express Settlement Aqua 43	502.54		72,046.45
02-05	American Express Settlement Aqua 43	993.93		73,040.38
02-05	Credomatic Merch Dep 4533	3,179.22		76,219.60
02-05	Credomatic Merch Dep 4533	11,653.47		87,873.07
02-05	Check # 4368		100.00	87,773.07
02-05	Check # 4435		290.00	87,483.07

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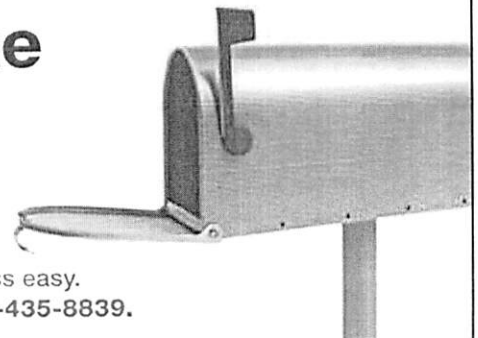
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Date	Description	Deposits/ Additions	Withdrawals/ Subtractions	Balance
02-05	Check # 4436		360.00	87,123.07
02-05	Check # 4419		4,600.00	82,523.07
02-06	Deposit	710.00		83,233.07
02-06	Deposit	1,066.00		84,299.07
02-06	Credomatic Merch Dep t 4533	2,938.60		87,237.67
02-06	American Express Settlement Aqua 43	3,230.98		90,468.65
02-06	Amex Epayment Ach Pmt W6836		25,983.66	64,484.99
02-06	Check # 4437		10,415.93	54,069.06
02-07	Deposit	610.00		54,679.06
02-07	Deposit	1,993.88		56,672.94
02-07	American Express Settlement Aqua 43	454.23		57,127.17
02-07	Credomatic Merch Dep t 34533	2,772.83		59,900.00
02-07	Verizon Wireless Payments		135.97	59,764.03
02-07	Allied Universal Ach 305-888-2623		3,312.55	56,451.48
02-07	Check # 4438		576.74	55,874.74
02-08	Deposit	612.00		56,486.74
02-08	American Express Settlement Aqua 43	716.11		57,202.85
02-08	Credomatic Merch Dep 84533	1,569.89		58,772.74
02-08	Comcast Cable 9502748		449.84	58,322.90
02-08	Check # 4439		115.00	58,207.90
02-08	Check # 4440		115.60	58,092.30
02-08	Check # 4441		3,636.60	54,455.70
02-08	Check # 4443		9,034.73	45,420.97
02-09	Deposit	1,544.00		46,964.97
02-09	American Express Settlement Aqua 43	294.80		47,259.77
02-09	Credomatic Merch Dep 4533	2,458.76		49,718.53
02-09	Adp Payroll Fees Adp - Fees 2Rrwb 2303268		132.55	49,585.98
02-09	Check # 4445		150.00	49,435.98
02-09	Check # 4450		210.07	49,225.91
02-12	Deposit	746.00		49,971.91
02-12	Deposit	843.00		50,814.91
02-12	Deposit	922.81		51,737.72
02-12	Deposit	1,539.52		53,277.24
02-12	American Express Settlement Aqua 43	471.00		53,748.24
02-12	American Express Settlement Aqua 43	955.10		54,703.34
02-12	Credomatic Merch Dep 4533	3,161.14		57,864.48
02-12	Miscellaneous Credit	100.00		57,964.48
02-12	Gb Collects 8886885700 101-101 - 00074		4,290.00	53,674.48
02-12	Check # 4358		343.89	53,330.59
02-12	Check # 4448		419.24	52,911.35
02-12	Check # 4444		894.56	52,016.79
02-12	Check # 4442		999.55	51,017.24
02-13	Deposit	1,105.00		52,122.24
02-13	Deposit	1,899.54		54,021.78
02-13	American Express Settlement Aqua 43	1,483.51		55,505.29
02-13	Credomatic Merch Dep 4533	7,852.10		63,357.39
02-13	Credomatic Merch Dep 4533	25,419.11		88,776.50
02-13	Check # 4449		3,286.04	85,490.46
02-13	Check # 4451		4,997.78	80,492.68
02-14	Deposit	3,590.00		84,082.68
02-14	American Express Settlement Aqua 43	4,472.04		88,554.72
02-14	Credomatic Merch Dep 34533	5,029.14		93,583.86
02-14	700350921 Internet Banking Transfer To Bankruptcy 2371 On 2/14/18		30,250.00	63,333.86
02-14	Verizon Wireless Payments 051140895700001		246.27	63,087.59
02-14	Allied Universal Ach 305-888-2623		2,461.25	60,626.34

Continued on the next page

Date	Description	Deposits/ Additions	Withdrawals/ Subtractions	Balance
02-15	Deposit	720.00		61,346.34
02-15	Deposit	1,175.00		62,521.34
02-15	Credomatic Merch Dep 533	1,378.52		63,899.86
02-15	American Express Settlement Aqua 43	1,822.31		65,722.17
02-15	Monthly Service Fee		73.18	65,648.99
02-16	Deposit	602.00		66,250.99
02-16	American Express Settlement Aqua 43	456.87		66,707.86
02-16	Credomatic Merch Dep 4533	2,915.43		69,623.29
02-16	700580996 Internet Banking Transfer To Bankruptcy 2410 On 2/16/18		7,880.00	61,743.29
02-16	Check # 4455		150.00	61,593.29
02-16	Check # 4452		333.26	61,260.03
02-16	Check # 4447		1,900.00	59,360.03
02-16	Check # 4456		3,700.00	55,660.03
02-16	Check # 4457		40,874.00	14,786.03
02-20	Deposit	390.00		15,176.03
02-20	Deposit	503.00		15,679.03
02-20	Deposit	685.00		16,364.03
02-20	Deposit	1,006.00		17,370.03
02-20	Deposit	1,260.00		18,630.03
02-20	Deposit	3,109.45		21,739.48
02-20	American Express Settlement Aqua 43	948.78		22,688.26
02-20	Credomatic Merch Dep 4533	3,162.58		25,850.84
02-20	Credomatic Merch Dep 4533	3,206.30		29,057.14
02-20	American Express Settlement Aqua 43	9,817.05		38,874.19
02-20	Credomatic Merch Dep 84533	11,553.57		50,427.76
02-20	American Express Settlement Aqua 43	15,249.52		65,677.28
02-20	Avmed Inc. Avmed Inc M40552220402		2,236.60	63,440.68
02-20	Avmed Inc. Avmed Inc M40552220198		2,696.31	60,744.37
02-21	Deposit	3,005.00		63,749.37
02-21	Credomatic Merch Dep 4533	2,484.71		66,234.08
02-21	American Express Settlement Aqua 43	2,955.91		69,189.99
02-21	Fpl Direct Debit Elec Pymt Xxxxxx2065 Ppda		1,024.28	68,165.71
02-21	Allied Universal Ach 305-888-2623		3,510.91	64,654.80
02-21	Check # 4460		1,171.15	63,483.65
02-21	Check # 4453		3,228.88	60,254.77
02-21	Check # 4454		3,393.13	56,861.64
02-21	Check # 4459		4,016.72	52,844.92
02-21	Check # 4458		5,000.00	47,844.92
02-21	Check # 4462		8,673.21	39,171.71
02-22	Deposit	1,960.00		41,131.71
02-22	American Express Settlement Aqua 43	539.16		41,670.87
02-22	Credomatic Merch Dep 1533	3,246.87		44,917.74
02-22	Maofre Insurance Payment Ck 1239		1,628.92	43,288.82
02-22	Retailfirst Ins E-check Frf052020180221		3,024.85	40,263.97
02-22	Check # 4464		4,000.00	36,263.97
02-22	Check # 4461		10,000.00	26,263.97
02-23	Deposit	548.00		26,811.97
02-23	Deposit	8,673.21		35,485.18
02-23	American Express Settlement Aqua 43	2,067.67		37,552.85
02-23	Credomatic Merch Dep 4533	4,669.99		42,222.84
02-23	Adp Payroll Fees Adp - Fees 2Rrwb 4734256		134.70	42,088.14
02-23	Prog Express Ins Prem Pol 06166918		274.40	41,813.74
02-23	Prog Express Ins Prem Pol 03469140		396.90	41,416.84
02-23	Waste Connection Web_pay 28938398022118		767.73	40,649.11
02-23	Check # 4463		400.00	40,249.11

Continued on the next page

Date	Description	Deposits/ Additions	Withdrawals/ Subtractions	Balance
02-26	Deposit	143.40		40,392.51
02-26	Deposit	1,463.00		41,855.51
02-26	Deposit	1,741.74		43,597.25
02-26	Deposit	2,708.57		46,305.82
02-26	American Express Settlement Aqua 43	592.22		46,898.04
02-26	American Express Settlement Aqua 43	962.03		47,860.07
02-26	Credomatic Merch Dep .533	3,099.25		50,959.32
02-26	Synchrony Bank Mtot Dep 53481219/013259	4,185.00		55,144.32
02-26	Credomatic Merch Dep 1533	15,334.24		70,478.56
02-26	Mdws M-dwasdpmt 00C 3955		222.97	70,255.59
02-26	Home Depot Online Pmt 3386		911.31	69,344.28
02-26	Check # 4466		1,701.70	67,642.58
02-26	Check # 4465		4,650.00	62,992.58
02-27	Deposit	906.00		63,898.58
02-27	Deposit	950.00		64,848.58
02-27	Deposit	15,000.00		79,848.58
02-27	American Express Settlement Aqua 43	1,235.65		81,084.23
02-27	Credomatic Merch Dep 34533	1,641.59		82,725.82
02-27	Fpl Direct Debit Elec Pymt xxxxxx8541 Ppda		141.70	82,584.12
02-27	Check # 4472		162.70	82,421.42
02-27	Check # 4473		652.35	81,769.07
02-27	Check # 4474		1,960.00	79,809.07
02-28	Deposit	1,409.00		81,218.07
02-28	Credomatic Merch Dep 6 34533	3,812.81		85,030.88
02-28	American Express Settlement Aqua 43	13,161.26		98,192.14
02-28	700344958 Internet Banking Transfer To Bankruptcy 371 On 2/28/18		42,600.00	55,592.14
02-28	Sears Online Payment 132579567431007		600.00	54,992.14
02-28	Allied Universal Ach 305-888-2623		3,781.94	51,210.20
02-28	Check # 4468		26.88	51,183.32
02-28	Ending totals	302,320.44	279,659.97	51,183.32

Checks

Number	Date	Amount	Number	Date	Amount
4358*	02-12	343.89	4452	02-16	333.26
4368*	02-05	100.00	4453	02-21	3,228.88
4419*	02-05	4,600.00	4454	02-21	3,393.13
4434	02-01	2,233.99	4455	02-16	150.00
4435	02-05	290.00	4456	02-16	3,700.00
4436	02-05	360.00	4457	02-16	40,874.00
4437	02-06	10,415.93	4458	02-21	5,000.00
4438	02-07	576.74	4459	02-21	4,016.72
4439	02-08	115.00	4460	02-21	1,171.15
4440	02-08	115.60	4461	02-22	10,000.00
4441	02-08	3,636.60	4462	02-21	8,673.21
4442	02-12	999.55	4463	02-23	400.00
4443	02-08	9,034.73	4464	02-22	4,000.00
4444	02-12	894.56	4465	02-26	4,650.00
4445*	02-09	150.00	4466*	02-26	1,701.70
4447	02-16	1,900.00	4468*	02-28	26.88
4448	02-12	419.24	4472	02-27	162.70
4449	02-13	3,286.04	4473	02-27	652.35
4450	02-09	210.07	4474	02-27	1,960.00
4451	02-13	4,997.78			

* Skip In Check Sequence

Amount: \$20,409.00 Date: 02/01/2018

DEPOSIT TICKET \$1-343660
 Aqua Life Corp
 1100 N 2nd St
 Suite 200
 Miami, FL 33136
 (305) 571-1818

City National Bank
 1100 N 2nd St
 Suite 200
 Miami, FL 33136
 (305) 571-1818

DATE: 02/01/2018

CURRENCY	AMOUNT
CASH	20,000.00
CHEQUES	409.00
TOTAL	20,409.00

\$ 20,409.00

⑆066004367⑆ 339⑆ 009

Amount: \$1,257.00 Date: 02/02/2018

DEPOSIT TICKET \$1-343660
 Aqua Life Corp
 1100 N 2nd St
 Suite 200
 Miami, FL 33136
 (305) 571-1818

City National Bank
 1100 N 2nd St
 Suite 200
 Miami, FL 33136
 (305) 571-1818

DATE: 02/02/2018

CURRENCY	AMOUNT
CASH	790.00
CHEQUES	467.00
TOTAL	1,257.00

\$ 1,257.00

⑆066004367⑆ 339⑆ 009

Amount: \$14,258.12 Date: 02/02/2018

DEPOSIT TICKET \$1-343660
 Aqua Life Corp
 1100 N 2nd St
 Suite 200
 Miami, FL 33136
 (305) 571-1818

City National Bank
 1100 N 2nd St
 Suite 200
 Miami, FL 33136
 (305) 571-1818

DATE: 02/02/2018

CURRENCY	AMOUNT
CASH	14,258.12

\$ 14,258.12

⑆066004367⑆ 339⑆ 009

Amount: \$448.00 Date: 02/05/2018

DEPOSIT TICKET \$1-343660
 Aqua Life Corp
 1100 N 2nd St
 Suite 200
 Miami, FL 33136
 (305) 571-1818

City National Bank
 1100 N 2nd St
 Suite 200
 Miami, FL 33136
 (305) 571-1818

DATE: 02/05/2018

CURRENCY	AMOUNT
CASH	448.00

\$ 448.00

⑆066004367⑆ 339⑆ 009

Amount: \$866.00 Date: 02/05/2018

DEPOSIT TICKET \$1-343660
 Aqua Life Corp
 1100 N 2nd St
 Suite 200
 Miami, FL 33136
 (305) 571-1818

City National Bank
 1100 N 2nd St
 Suite 200
 Miami, FL 33136
 (305) 571-1818

DATE: 02/05/2018

CURRENCY	AMOUNT
CASH	866.00

\$ 866.00

⑆066004367⑆ 339⑆ 009

Amount: \$995.00 Date: 02/05/2018

DEPOSIT TICKET \$1-343660
 Aqua Life Corp
 1100 N 2nd St
 Suite 200
 Miami, FL 33136
 (305) 571-1818

City National Bank
 1100 N 2nd St
 Suite 200
 Miami, FL 33136
 (305) 571-1818

DATE: 02/05/2018

CURRENCY	AMOUNT
CASH	995.00

\$ 995.00

⑆066004367⑆ 339⑆ 009

Amount: \$1,602.00 Date: 02/05/2018

DEPOSIT TICKET \$1-343660
 Aqua Life Corp
 1100 N 2nd St
 Suite 200
 Miami, FL 33136
 (305) 571-1818

City National Bank
 1100 N 2nd St
 Suite 200
 Miami, FL 33136
 (305) 571-1818

DATE: 02/05/2018

CURRENCY	AMOUNT
CASH	1,602.00

\$ 1,602.00

⑆066004367⑆ 339⑆ 009

Amount: \$710.00 Date: 02/06/2018

DEPOSIT TICKET \$1-343660
 Aqua Life Corp
 1100 N 2nd St
 Suite 200
 Miami, FL 33136
 (305) 571-1818

City National Bank
 1100 N 2nd St
 Suite 200
 Miami, FL 33136
 (305) 571-1818

DATE: 02/06/2018

CURRENCY	AMOUNT
CASH	710.00

\$ 710.00

⑆066004367⑆ 339⑆ 009

Amount: \$1,066.00 Date: 02/06/2018

DEPOSIT TICKET \$1-343660
 Aqua Life Corp
 1100 N 2nd St
 Suite 200
 Miami, FL 33136
 (305) 571-1818

City National Bank
 1100 N 2nd St
 Suite 200
 Miami, FL 33136
 (305) 571-1818

DATE: 02/06/2018

CURRENCY	AMOUNT
CASH	1,066.00

\$ 1,066.00

⑆066004367⑆ 339⑆ 009

Amount: \$610.00 Date: 02/07/2018

DEPOSIT TICKET \$1-343660
 Aqua Life Corp
 1100 N 2nd St
 Suite 200
 Miami, FL 33136
 (305) 571-1818

City National Bank
 1100 N 2nd St
 Suite 200
 Miami, FL 33136
 (305) 571-1818

DATE: 02/07/2018

CURRENCY	AMOUNT
CASH	610.00

\$ 610.00

⑆066004367⑆ 339⑆ 009

Amount: \$1,993.88 Date: 02/07/2018

DEPOSIT TICKET \$1-343660
 Aqua Life Corp
 1100 N 2nd St
 Suite 200
 Miami, FL 33136
 (305) 571-1818

City National Bank
 1100 N 2nd St
 Suite 200
 Miami, FL 33136
 (305) 571-1818

DATE: 02/07/2018

CURRENCY	AMOUNT
CASH	1,993.88

\$ 1,993.88

⑆066004367⑆ 339⑆ 009

Amount: \$612.00 Date: 02/08/2018

DEPOSIT TICKET \$1-343660
 Aqua Life Corp
 1100 N 2nd St
 Suite 200
 Miami, FL 33136
 (305) 571-1818

City National Bank
 1100 N 2nd St
 Suite 200
 Miami, FL 33136
 (305) 571-1818

DATE: 02/08/2018

CURRENCY	AMOUNT
CASH	612.00

\$ 612.00

⑆066004367⑆ 339⑆ 009

Amount: \$1,544.00 Date: 02/09/2018

DEPOSIT TICKET 03-104660
 Angelo Life Corp.
 One West Park Blvd
 Miami, FL 33135
 (305) 371-1811

City National Bank
 Bank of America, N.A.
 Member FDIC

DATE: 02/09/18
 CHECKS: 13524.00
 OTHER: 1544.00
 TOTAL: 1544.00

\$ 1,544.00

⑆066004367⑆ 2339⑆ 009

Amount: \$746.00 Date: 02/12/2018

DEPOSIT TICKET 03-104660
 Angelo Life Corp.
 One West Park Blvd
 Miami, FL 33135
 (305) 371-1811

City National Bank
 Bank of America, N.A.
 Member FDIC

DATE: 2/12/18
 CHECKS: 746.00
 OTHER: 0.00
 TOTAL: 746.00

\$ 746.00

⑆066004367⑆ 339⑆ 009

Amount: \$843.00 Date: 02/12/2018

DEPOSIT TICKET 03-104660
 Angelo Life Corp.
 One West Park Blvd
 Miami, FL 33135
 (305) 371-1811

City National Bank
 Bank of America, N.A.
 Member FDIC

DATE: 2/12/18
 CHECKS: 363.00
 OTHER: 480.00
 TOTAL: 843.00

\$ 843.00

⑆066004367⑆ 339⑆ 009

Amount: \$922.81 Date: 02/12/2018

DEPOSIT TICKET 03-104660
 Angelo Life Corp.
 One West Park Blvd
 Miami, FL 33135
 (305) 371-1811

City National Bank
 Bank of America, N.A.
 Member FDIC

DATE: 2/12/18
 CHECKS: 385.00
 OTHER: 537.81
 TOTAL: 922.81

\$ 922.81

⑆066004367⑆ 12339⑆ 009

Amount: \$1,539.52 Date: 02/12/2018

DEPOSIT TICKET 03-126460
 Angelo Life Corp.
 One West Park Blvd
 Miami, FL 33135
 (305) 371-1811

City National Bank
 Bank of America, N.A.
 Member FDIC

DATE: 02/12/2018
 CHECKS: 100.00
 OTHER: 1439.52
 TOTAL: 1539.52

\$ 1,539.52

⑆066004367⑆ 2339⑆ 009

Amount: \$100.00 Date: 02/12/2018

Credit (Interest) **DDA Adjustment**

City National Bank of Florida

Original Amount: \$1,539.52 Date: 2/12/18
 Correct Amount: \$1,639.52 Auxiliary On-us:
 Adjustment Amount: \$100.00 Routing Number: 066004367
 Account Number: 339

Remarks: EIA/31854327/2500/0250176021/RK

Amount: \$1,105.00 Date: 02/13/2018

DEPOSIT TICKET 03-126460
 Angelo Life Corp.
 One West Park Blvd
 Miami, FL 33135
 (305) 371-1811

City National Bank
 Bank of America, N.A.
 Member FDIC

DATE: 02/13/2018
 CHECKS: 100.00
 OTHER: 1005.00
 TOTAL: 1105.00

\$ 1,105.00

⑆066004367⑆ 2339⑆ 009

Amount: \$1,899.54 Date: 02/13/2018

DEPOSIT TICKET 03-126460
 Angelo Life Corp.
 One West Park Blvd
 Miami, FL 33135
 (305) 371-1811

City National Bank
 Bank of America, N.A.
 Member FDIC

DATE: 2/13/18
 CHECKS: 1785.00
 OTHER: 114.54
 TOTAL: 1899.54

\$ 1,899.54

⑆066004367⑆ 12339⑆ 009

Amount: \$3,590.00 Date: 02/14/2018

DEPOSIT TICKET 03-104660
 Angelo Life Corp.
 One West Park Blvd
 Miami, FL 33135
 (305) 371-1811

City National Bank
 Bank of America, N.A.
 Member FDIC

DATE: 02/14/18
 CHECKS: 1400.00
 OTHER: 2190.00
 TOTAL: 3590.00

\$ 3,590.00

⑆066004367⑆ 12339⑆ 009

Amount: \$720.00 Date: 02/15/2018

DEPOSIT TICKET 03-104660
 Angelo Life Corp.
 One West Park Blvd
 Miami, FL 33135
 (305) 371-1811

City National Bank
 Bank of America, N.A.
 Member FDIC

DATE: 02/15/18
 CHECKS: 100.00
 OTHER: 620.00
 TOTAL: 720.00

\$ 720.00

⑆066004367⑆ 339⑆ 009

Amount: \$1,175.00 Date: 02/15/2018

DEPOSIT TICKET 03-104660
 Angelo Life Corp.
 One West Park Blvd
 Miami, FL 33135
 (305) 371-1811

City National Bank
 Bank of America, N.A.
 Member FDIC

DATE: 2/15/18
 CHECKS: 1175.00
 OTHER: 0.00
 TOTAL: 1175.00

\$ 1,175.00

⑆066004367⑆ 2339⑆ 009

Amount: \$602.00 Date: 02/16/2018

DEPOSIT TICKET 03-104660
 Angelo Life Corp.
 One West Park Blvd
 Miami, FL 33135
 (305) 371-1811

City National Bank
 Bank of America, N.A.
 Member FDIC

DATE: 2/16/18
 CHECKS: 602.00
 OTHER: 0.00
 TOTAL: 602.00

\$ 602.00

⑆066004367⑆ 2339⑆ 009

Amount: \$390.00 Date: 02/20/2018

DEPOSIT TICKET
 Agape Life Corp
 1100 N. 21st St
 Waukesha, WI 53191
 (262)21-0817

City National Bank
 DATE: 02/20/18
 CHECKS: 1990 100.00
 1991 100.00
 1992 100.00

\$ 390.00

0660043670 2339 009

Amount: \$503.00 Date: 02/20/2018

DEPOSIT TICKET
 Agape Life Corp
 1100 N. 21st St
 Waukesha, WI 53191
 (262)21-0817

City National Bank
 DATE: 02/20/18
 CHECKS: 503 503.00

\$ 503.00

0660043670 2339 009

Amount: \$685.00 Date: 02/20/2018

DEPOSIT TICKET
 Agape Life Corp
 1100 N. 21st St
 Waukesha, WI 53191
 (262)21-0817

City National Bank
 DATE: 02/20/18
 CHECKS: 685 685.00

\$ 685.00

0660043670 2339 009

Amount: \$1,006.00 Date: 02/20/2018

DEPOSIT TICKET
 Agape Life Corp
 1100 N. 21st St
 Waukesha, WI 53191
 (262)21-0817

City National Bank
 DATE: 02/20/18
 CHECKS: 1006 1006.00

\$ 1006.00

0660043670 2339 009

Amount: \$1,260.00 Date: 02/20/2018

DEPOSIT TICKET
 Agape Life Corp
 1100 N. 21st St
 Waukesha, WI 53191
 (262)21-0817

City National Bank
 DATE: 02/20/18
 CHECKS: 1260 1260.00

\$ 1260.00

0660043670 2339 009

Amount: \$3,109.45 Date: 02/20/2018

DEPOSIT TICKET
 Agape Life Corp
 1100 N. 21st St
 Waukesha, WI 53191
 (262)21-0817

City National Bank
 DATE: 02/20/18
 CHECKS: 5739 37.45
 109 1850.00

\$ 3109.45

0660043670 2339 009

Amount: \$3,005.00 Date: 02/21/2018

DEPOSIT TICKET
 Agape Life Corp
 1100 N. 21st St
 Waukesha, WI 53191
 (262)21-0817

City National Bank
 DATE: 02/21/18
 CHECKS: 1464 2500.00

\$ 3005.00

0660043670 2339 009

Amount: \$1,960.00 Date: 02/22/2018

DEPOSIT TICKET
 Agape Life Corp
 1100 N. 21st St
 Waukesha, WI 53191
 (262)21-0817

City National Bank
 DATE: 02/22/18
 CHECKS: 1877 1250.00

\$ 1960.00

0660043670 2339 009

Amount: \$548.00 Date: 02/23/2018

DEPOSIT TICKET
 Agape Life Corp
 1100 N. 21st St
 Waukesha, WI 53191
 (262)21-0817

City National Bank
 DATE: 02/23/18
 CHECKS: 548 548.00

\$ 548.00

0660043670 2339 009

Amount: \$8,673.21 Date: 02/23/2018

DEPOSIT TICKET
 Agape Life Corp
 1100 N. 21st St
 Waukesha, WI 53191
 (262)21-0817

City National Bank
 DATE: 02/23/18
 CHECKS: 8673.21

\$ 8673.21

0660043670 2339 009

Amount: \$143.40 Date: 02/26/2018

DEPOSIT TICKET
 Agape Life Corp
 1100 N. 21st St
 Waukesha, WI 53191
 (262)21-0817

City National Bank
 DATE: 02/26/18
 CHECKS: 143.40

\$ 143.40

0660043670 2339 009

Amount: \$1,463.00 Date: 02/26/2018

DEPOSIT TICKET
 Agape Life Corp
 1100 N. 21st St
 Waukesha, WI 53191
 (262)21-0817

City National Bank
 DATE: 02/26/18
 CHECKS: 1463 1463.00

\$ 1463.00

0660043670 2339 009

Amount: \$1,741.74 Date: 02/26/2018

DEPOSIT TICKET 63-10460
 Aqua Life Corp
 One Palm & Pines #13
 11029 SW 20 St
 Miami, FL 33156
 (305) 271-8119

City National Bank
 11029 SW 20 St
 Miami, FL 33156
 (305) 271-8119

DATE: 02/26/2018

CHECK #	3067
AMOUNT	14310
CHECK #	85676
AMOUNT	48298
TOTAL	62608
DATE	02/26/2018
INITIALS	PT
AMOUNT	1741.74

\$ 1741.74

⑆066004367⑆ 2339⑆ 009

Amount: \$2,708.57 Date: 02/26/2018

DEPOSIT TICKET 63-10460
 Aqua Life Corp
 One Palm & Pines #13
 11029 SW 20 St
 Miami, FL 33156
 (305) 271-8119

City National Bank
 11029 SW 20 St
 Miami, FL 33156
 (305) 271-8119

DATE: 02/26/2018

CHECK #	1571
AMOUNT	482.57
CHECK #	30000
AMOUNT	190.00
TOTAL	672.57
DATE	02/26/2018
INITIALS	PT
AMOUNT	2708.57

\$ 2708.57

⑆066004367⑆ 2339⑆ 009

Amount: \$906.00 Date: 02/27/2018

DEPOSIT TICKET 63-10460
 Aqua Life Corp
 One Palm & Pines #13
 11029 SW 20 St
 Miami, FL 33156
 (305) 271-8119

City National Bank
 11029 SW 20 St
 Miami, FL 33156
 (305) 271-8119

DATE: 02/27/2018

CHECK #	4571
AMOUNT	906.00
TOTAL	906.00
DATE	02/27/2018
INITIALS	PT
AMOUNT	906.00

\$ 906.00

⑆066004367⑆ 2339⑆ 009

Amount: \$950.00 Date: 02/27/2018

DEPOSIT TICKET 63-10460
 Aqua Life Corp
 One Palm & Pines #13
 11029 SW 20 St
 Miami, FL 33156
 (305) 271-8119

City National Bank
 11029 SW 20 St
 Miami, FL 33156
 (305) 271-8119

DATE: 02/27/2018

CHECK #	130
AMOUNT	100.00
CHECK #	140
AMOUNT	100.00
CHECK #	150
AMOUNT	100.00
CHECK #	160
AMOUNT	100.00
CHECK #	170
AMOUNT	100.00
CHECK #	180
AMOUNT	100.00
TOTAL	950.00
DATE	02/27/2018
INITIALS	PT
AMOUNT	950.00

\$ 950.00

⑆066004367⑆ 2339⑆ 009

Amount: \$15,000.00 Date: 02/27/2018

DEPOSIT TICKET 63-10460
 Aqua Life Corp
 One Palm & Pines #13
 11029 SW 20 St
 Miami, FL 33156
 (305) 271-8119

City National Bank
 11029 SW 20 St
 Miami, FL 33156
 (305) 271-8119

DATE: 02/27/2018

CHECK #	4571
AMOUNT	15000.00
TOTAL	15000.00
DATE	02/27/2018
INITIALS	PT
AMOUNT	15,000.00

\$ 15,000.00

⑆066004367⑆ 2339⑆ 009

Amount: \$1,409.00 Date: 02/28/2018

DEPOSIT TICKET 63-10460
 Aqua Life Corp
 One Palm & Pines #13
 11029 SW 20 St
 Miami, FL 33156
 (305) 271-8119

City National Bank
 11029 SW 20 St
 Miami, FL 33156
 (305) 271-8119

DATE: 02/28/2018

CHECK #	4455
AMOUNT	300.00
TOTAL	300.00
DATE	02/28/2018
INITIALS	PT
AMOUNT	1409.00

\$ 1409.00

⑆066004367⑆ 2339⑆ 009

Check # 4358 Amount: \$343.89 Date: 02/12/2018

Aqua Life Corp
 One Palm & Pines #13
 11029 SW 20 St
 Miami, FL 33156
 (305) 271-8119

City National Bank
 11029 SW 20 St
 Miami, FL 33156
 (305) 271-8119

DATE: 2/7/18

PAY TO THE ORDER OF: Miami Dade County
 Three hundred forty three and 00/100 \$ 343.89 DOLLARS

MEMO: 4008

⑆004358⑆ ⑆066004367⑆ 2339⑆

Check # 4368 Amount: \$100.00 Date: 02/05/2018

Aqua Life Corp
 One Palm & Pines #13
 11029 SW 20 St
 Miami, FL 33156
 (305) 271-8119

City National Bank
 11029 SW 20 St
 Miami, FL 33156
 (305) 271-8119

DATE: 12/22/2017

PAY TO THE ORDER OF: Noel Delgado
 One Hundred and 00/100 \$ 100.00 DOLLARS

MEMO: Noel Delgado

⑆004368⑆ ⑆066004367⑆ 2339⑆

Check # 4419 Amount: \$4,600.00 Date: 02/05/2018

Aqua Life Corp
 One Palm & Pines #13
 11029 SW 20 St
 Miami, FL 33156
 (305) 271-8119

City National Bank
 11029 SW 20 St
 Miami, FL 33156
 (305) 271-8119

DATE: 1/19/2018

PAY TO THE ORDER OF: Truck & Equipment Solution
 Four Thousand Six Hundred and 00/100 \$ 4,600.00 DOLLARS

MEMO: TRUCK AND EQUIPMENT SOLUTION
 PO Box 127199
 HULENA, FL 33012

⑆004419⑆ ⑆066004367⑆ 2339⑆

Check # 4434 Amount: \$2,233.99 Date: 02/01/2018

Aqua Life Corp
 One Palm & Pines #13
 11029 SW 20 St
 Miami, FL 33156
 (305) 271-8119

City National Bank
 11029 SW 20 St
 Miami, FL 33156
 (305) 271-8119

DATE: 1/29/2018

PAY TO THE ORDER OF: Sun Wholesale Supply Co., Inc.
 Two Thousand Two Hundred Thirty-Three and 99/100 \$ 2,233.99 DOLLARS

MEMO: Sun Wholesale Supply Co., Inc.
 P.O. Box 6025
 Clearwater, Florida 33756-6025

⑆004434⑆ ⑆066004367⑆ 2339⑆

Check # 4435 Amount: \$290.00 Date: 02/05/2018

Aqua Life Corp
 One Palm & Pines #13
 11029 SW 20 St
 Miami, FL 33156
 (305) 271-8119

City National Bank
 11029 SW 20 St
 Miami, FL 33156
 (305) 271-8119

DATE: 2/1/2018

PAY TO THE ORDER OF: Daniver Rodriguez
 Two Hundred Ninety and 00/100 \$ 290.00 DOLLARS

MEMO: Daniver Rodriguez
 2311 SW 82 Ct
 Miami, FL 33155

⑆004435⑆ ⑆066004367⑆ 2339⑆

Check # 4436 Amount: \$360.00 Date: 02/05/2018

Aqua Life Corp
 One Palm & Pines #13
 11029 SW 20 St
 Miami, FL 33156
 (305) 271-8119

City National Bank
 11029 SW 20 St
 Miami, FL 33156
 (305) 271-8119

DATE: 2/1/2018

PAY TO THE ORDER OF: Luis Sanchez
 Three Hundred Sixty and 00/100 \$ 360.00 DOLLARS

MEMO: Luis Sanchez
 6102 SW 14 ST
 Miami, FL 33144

⑆004436⑆ ⑆066004367⑆ 2339⑆

Check # 4437 Amount: \$10,415.93 Date: 02/06/2018

Check # 4437 from Aqua Life Corp to Sun Wholesale Supply Co., Inc. for \$10,415.93. Includes bank logo, date, and signature.

Check # 4438 Amount: \$576.74 Date: 02/07/2018

Check # 4438 from Aqua Life Corp to Suntrust Consumer Loan Payments for \$576.74. Includes bank logo, date, and signature.

Check # 4439 Amount: \$115.00 Date: 02/08/2018

Check # 4439 from Aqua Life Corp to City of Miami Beach for \$115.00. Includes bank logo, date, and signature.

Check # 4440 Amount: \$115.60 Date: 02/08/2018

Check # 4440 from Aqua Life Corp to City of Miami Beach for \$115.60. Includes bank logo, date, and signature.

Check # 4441 Amount: \$3,636.60 Date: 02/08/2018

Check # 4441 from Aqua Life Corp to Pinch - A - Penny, Inc. for \$3,636.60. Includes bank logo, date, and signature.

Check # 4442 Amount: \$999.55 Date: 02/12/2018

Check # 4442 from Aqua Life Corp to Sears Mastercard for \$999.55. Includes bank logo, date, and signature.

Check # 4443 Amount: \$9,034.73 Date: 02/08/2018

Check # 4443 from Aqua Life Corp to Sun Wholesale Supply Co., Inc. for \$9,034.73. Includes bank logo, date, and signature.

Check # 4444 Amount: \$894.56 Date: 02/12/2018

Check # 4444 from Aqua Life Corp to Suntrust Consumer Loan Payments for \$894.56. Includes bank logo, date, and signature.

Check # 4445 Amount: \$150.00 Date: 02/09/2018

Check # 4445 from Aqua Life Corp to ASH Expedited for \$150.00. Includes bank logo, date, and signature.

Check # 4447 Amount: \$1,900.00 Date: 02/16/2018

Check # 4447 from Aqua Life Corp to Dr Concrete Finish Corp. for \$1,900.00. Includes bank logo, date, and signature.

Check # 4448 Amount: \$419.24 Date: 02/12/2018

Check # 4448 from Aqua Life Corp to FLORIGAS for \$419.24. Includes bank logo, date, and signature.

Check # 4449 Amount: \$3,286.04 Date: 02/13/2018

Check # 4449 from Aqua Life Corp to Florida Water Products for \$3,286.04. Includes bank logo, date, and signature.

Check # 4450 Amount: \$210.07 Date: 02/09/2018

Check # 4450 from Aqua Life Corp to A&H Expedited for \$210.07. Includes bank info for City National Bank and a signature.

Check # 4451 Amount: \$4,997.78 Date: 02/13/2018

Check # 4451 from Aqua Life Corp to Sun Wholesale Supply Co. Inc. for \$4,997.78. Includes bank info and a signature.

Check # 4452 Amount: \$333.26 Date: 02/16/2018

Check # 4452 from Aqua Life Corp to Miami Dade County for \$333.26. Includes handwritten amount and date, and a signature.

Check # 4453 Amount: \$3,228.88 Date: 02/21/2018

Check # 4453 from Aqua Life Corp to Pinch-A-Penny, Inc. for \$3,228.88. Includes bank info and a signature.

Check # 4454 Amount: \$3,393.13 Date: 02/21/2018

Check # 4454 from Aqua Life Corp to Sun Wholesale Supply Co. Inc. for \$3,393.13. Includes bank info and a signature.

Check # 4455 Amount: \$150.00 Date: 02/16/2018

Check # 4455 from Aqua Life Corp to A&H Expedited for \$150.00. Includes bank info and a signature.

Check # 4456 Amount: \$3,700.00 Date: 02/16/2018

Check # 4456 from Aqua Life Corp to Llaguno Corp. for \$3,700.00. Includes bank info and a signature.

Check # 4457 Amount: \$40,874.00 Date: 02/16/2018

Check # 4457 from Aqua Life Corp to Watkins Manufacturing for \$40,874.00. Includes bank info and a signature.

Check # 4458 Amount: \$5,000.00 Date: 02/21/2018

Check # 4458 from Aqua Life Corp to Watkins Manufacturing for \$5,000.00. Includes bank info and a signature.

Check # 4459 Amount: \$4,016.72 Date: 02/21/2018

Check # 4459 from Aqua Life Corp to Sun Wholesale Supply Co. Inc. for \$4,016.72. Includes bank info and a signature.

Amount: \$1,171.15 Date: 02/21/2018

Check # 4460 from Aqua Life Corp to Security Premium Finance for \$1,171.15. Includes bank info and a signature.

Check # 4461 Amount: \$10,000.00 Date: 02/22/2018

Check # 4461 from Aqua Life Corp to Raku Corp for \$10,000.00. Includes bank info and a signature.

Check # 4462 Amount: \$8,673.21 Date: 02/21/2018

4462

Aqua Life Corp
One Penn & Perry #13
1129 SW 43 St
Miami, FL 33135
(305) 271-0213

City National Bank
2121 N.W. 11th St
Miami, FL 33136
63-4367660

2/16/2018

PAY TO THE ORDER OF Ocean Bank \$ 8,673.21

Eight Thousand Six Hundred Seventy-Three and 21/100 DOLLARS

Ocean Bank
700 NW 42 Ave
Miami, FL 33126

MEMO 20277252064

004462 ⑆066004367⑆ 2339⑆

Check # 4463 Amount: \$400.00 Date: 02/23/2018

4463

Aqua Life Corp
One Penn & Perry #13
1129 SW 43 St
Miami, FL 33135
(305) 271-0213

City National Bank
2121 N.W. 11th St
Miami, FL 33136
63-4367660

Feb 21 2018

PAY TO THE ORDER OF RIGEL MARTINEZ \$ 400.00

Four Hundred DOLLARS

MEMO CARLOS COGHI

004463 ⑆066004367⑆ 2339⑆

Check # 4464 Amount: \$4,000.00 Date: 02/22/2018

4464

Aqua Life Corp
One Penn & Perry #13
1129 SW 43 St
Miami, FL 33135
(305) 271-0213

City National Bank
2121 N.W. 11th St
Miami, FL 33136
63-4367660

2/21/2018

PAY TO THE ORDER OF Ratu Corp \$ 4,000.00

Four Thousand and 00/100 DOLLARS

Ratu Corp

MEMO

004464 ⑆066004367⑆ 2339⑆

Check # 4465 Amount: \$4,650.00 Date: 02/26/2018

4465

Aqua Life Corp
One Penn & Perry #13
1129 SW 43 St
Miami, FL 33135
(305) 271-0213

City National Bank
2121 N.W. 11th St
Miami, FL 33136
63-4367660

2/21/2018

PAY TO THE ORDER OF Dr Concrete Finish Corp. \$ 4,650.00

Four Thousand Six Hundred Fifty and 00/100 DOLLARS

Dr Concrete Finish Corp.
7300 SW 17 Ter
Miami, FL 33156

MEMO

004465 ⑆066004367⑆ 339⑆

Check # 4466 Amount: \$1,701.70 Date: 02/26/2018

4466

Aqua Life Corp
One Penn & Perry #13
1129 SW 43 St
Miami, FL 33135
(305) 271-0213

City National Bank
2121 N.W. 11th St
Miami, FL 33136
63-4367660

2/21/2018

PAY TO THE ORDER OF FLORIGAS \$ 1,701.70

One Thousand Seven Hundred One and 70/100 DOLLARS

FLORIGAS
P.O. BOX 35-1840
MIAMI FL 33135-1840

MEMO

004466 ⑆066004367⑆ 2339⑆

Check # 4468 Amount: \$26.88 Date: 02/28/2018

4468

Aqua Life Corp
One Penn & Perry #13
1129 SW 43 St
Miami, FL 33135
(305) 271-0213

City National Bank
2121 N.W. 11th St
Miami, FL 33136
63-4367660

2/23/18

PAY TO THE ORDER OF MIAMI-DADE COUNTY \$ 26.88

Twenty six and 88/100 DOLLARS

MEMO 03 128

004468 ⑆066004367⑆ 339⑆

Check # 4472 Amount: \$162.70 Date: 02/27/2018

4472

Aqua Life Corp
One Penn & Perry #13
1129 SW 43 St
Miami, FL 33135
(305) 271-0213

City National Bank
2121 N.W. 11th St
Miami, FL 33136
63-4367660

2/27/18

PAY TO THE ORDER OF MIAMI-DADE COUNTY \$ 162.70

One hundred Sixty Two and 70/100 DOLLARS

MEMO 2593

004472 ⑆066004367⑆ 2339⑆

Check # 4473 Amount: \$652.35 Date: 02/27/2018

4473

Aqua Life Corp
One Penn & Perry #13
1129 SW 43 St
Miami, FL 33135
(305) 271-0213

City National Bank
2121 N.W. 11th St
Miami, FL 33136
63-4367660

2/27/2018

PAY TO THE ORDER OF Delta Rentals \$ 652.35

Six Hundred Fifty-Two and 35/100 DOLLARS

Delta Rentals
8427 SW 40 ST
MIAMI, FL 33155

MEMO PINCH

004473 ⑆066004367⑆ 12339⑆

Check # 4474 Amount: \$1,960.00 Date: 02/27/2018

4474

Aqua Life Corp
One Penn & Perry #13
1129 SW 43 St
Miami, FL 33135
(305) 271-0213

City National Bank
2121 N.W. 11th St
Miami, FL 33136
63-4367660

2/23/2018

PAY TO THE ORDER OF ERENEZER POOL, INC. \$ 1,960.00

One Thousand Nine Hundred Sixty and 00/100 DOLLARS

ERENEZER POOL, INC
3157 NW 19 TERR
MIAMI, FL 33125

MEMO CVR270, LLC

004474 ⑆066004367⑆ 339⑆

Client Service

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P.O. Box 025620
Miami, FL 33102-5620
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305-577-7336
800-435-8839
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Lobby: Monday - Friday: 8:30am - 5:00pm

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AQUA LIFE CORP
 DBA PINCH-A-PENNY #43
 DIP-CHAPTER 11 CASE #17-15918-RAM
 11035 SW 40TH ST
 MIAMI FL 33165-4414

For additional locations and hours, please visit citynational.com



Bankruptcy

Account Summary

Account:	XXXXXX2371	Beginning Balance:	\$41,500.82
Last Statement:	January 31, 2018	Ending Balance:	\$43,046.32
This Statement:	February 28, 2018	Average Ledger Balance:	\$4,083.72
		Low Balance:	\$446.32

Daily Activity

Date	Description	Deposits/ Additions	Withdrawals/ Subtractions	Balance
01-31	Beginning balance			41,500.82
02-01	Adp Wage Garn Wage Garn 732032905734Rwb		602.24	40,898.58
02-01	Adp Wage Pay Wage Pay 732032905733Rwb		30,586.47	10,312.11
02-02	Adp Tax Adp Tax Rarwb 020203A01		9,301.82	1,010.29
02-14	700352003 Internet Banking Transfer From Bankruptcy '410 On 2/14/18	11,800.00		12,810.29
02-14	700350921 Internet Banking Transfer From Bankruptcy '2339 On 2/14/18	30,250.00		43,060.29
02-15	Adp Wage Garn Wage Garn 265070334361Rwb		602.24	42,458.05
02-15	Adp Tax Adp Tax Rarwb 021604A01		9,789.88	32,668.17
02-15	Adp Wage Pay Wage Pay 265070334360Rwb		32,200.95	467.22
02-15	Monthly Service Fee		20.90	446.32
02-28	700344958 Internet Banking Transfer From Bankruptcy 339 On 2/28/18	42,600.00		43,046.32
02-28	Ending totals	84,650.00	83,104.50	43,046.32

Access your account funds for free at select retail locations, all CNB banking centers, and at Presto ATMs located at more than 1,000 Publix locations.

To find a location near you, visit citynational.com.

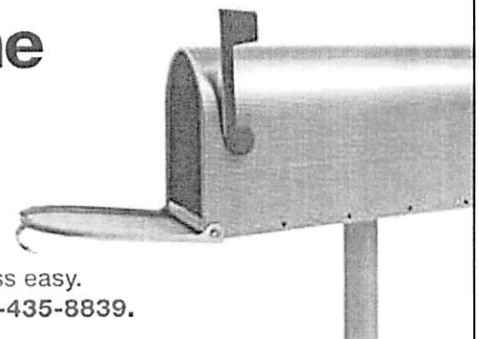
Presto!

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 **Your Banking Center**
 Private Client Group
 P.O. Box 025620
 Miami, FL 33102-5620

 **Telephone**
 305-577-7336
 800-435-8839

 **Your Banking Center Hours**
 Lobby: Monday - Friday: 8:30am - 5:00pm

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P:12358 / T:42 / S:



AQUA LIFE CORP
 DBA PINCH-A-PENNY #43
 DIP-CHAPTER 11 CASE #17-15918-RAM
 11035 SW 40TH ST
 MIAMI FL 33165-4414



For additional locations
 and hours, please visit
 citynational.com

Member
FDIC



Bankruptcy

Account Summary

Account:	XXXXXX2410	Beginning Balance:	\$689.70
Last Statement:	January 31, 2018	Ending Balance:	\$300.80
This Statement:	February 28, 2018	Average Ledger Balance:	\$2,008.02
		Low Balance:	\$268.74

Daily Activity

Date	Description	Deposits/ Additions	Withdrawals/ Subtractions	Balance
01-31	Beginning balance			689.70
02-13	Wire Transfer Stephen D Hays	11,399.00		12,088.70
02-14	700352003 Internet Banking Transfer To Bankruptcy 12371 On 2/14/18		11,800.00	288.70
02-15	Monthly Service Fee		19.96	268.74
02-16	700580996 Internet Banking Transfer From Bankruptcy 2339 On 2/16/18	7,880.00		8,148.74
02-20	Fla Dept Revenue C01 46895263		7,847.94	300.80
02-28	Ending totals	19,279.00	19,667.90	300.80

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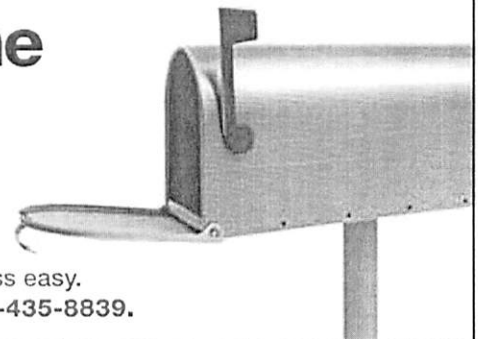
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- Jumbo Mortgages
- Home Equity Lines of Credit

With local decision-making and quick turnaround time, we make the process easy.

Speak to one of our Bankers today by calling 305-577-7333 or 1-800-435-8839.



Type	Date	Num	Name	Clr	Amount
Bill	02/01/2018		Suntrust Consumer Loan (F-350)		-894.56
Check	02/01/2018	4435	Danisver Rodriguez	√	-290.00
Check	02/01/2018	4436	Luis Sanchez	√	-360.00
Bill Pmt -Check	02/01/2018	4437	Sun Wholesale Supply Co. Inc.	√	-10,415.93
General Journal	02/01/2018				-264.95
Check	02/01/2018	ACH Debit	Credomatic Disc Settlement	√	-1,717.48
Bill	02/01/2018	1775113 001	Sun Wholesale Supply Co. Inc.		-5,030.32
Bill	02/01/2018	1775113 002	Sun Wholesale Supply Co. Inc.		-255.09
Bill	02/01/2018	5058284	Florida Water Products		-10.62
Bill	02/01/2018	5058283	Florida Water Products		-117.22
Bill	02/01/2018	11457877	Allied Universal Corporation		-826.50
Credit Card Charge	02/01/2018		Sunshine	√	-75.00
Credit Card Charge	02/01/2018		Shell Oil	√	-20.00
Credit Card Charge	02/01/2018		Exxon/Mobil	√	-30.00
Credit Card Charge	02/01/2018		Google SvcsApps	√	-53.86
Credit Card Charge	02/01/2018		Authorize.net	√	-23.38
General Journal	02/02/2018				37,261.53
Deposit	02/02/2018			√	14,258.12
Bill Pmt -Check	02/02/2018	4438	Suntrust Consumer Loan	√	-576.74
General Journal	02/02/2018				-196.00
Bill	02/02/2018	226346	LLaguno Corp.		-3,700.00
Credit	02/02/2018	5059103	Florida Water Products		175.42
Credit	02/02/2018	5059152	Florida Water Products		135.55
Bill	02/02/2018	5059159	Florida Water Products		-709.68
Bill	02/02/2018	11458118	Allied Universal Corporation		-817.80
Bill	02/02/2018	5059036	Florida Water Products		-735.99
Credit Card Charge	02/02/2018		Super Stone, Inc.	√	-264.04
Credit Card Charge	02/02/2018		Stone Tools Corp	√	-34.22
General Journal	02/03/2018		Pool Maintenance	√	995.00
General Journal	02/03/2018				-449.05
Bill	02/03/2018	692787	FLORIGAS		-546.14
Credit Card Charge	02/03/2018		Exxon/Mobil	√	-76.80
Credit Card Charge	02/03/2018		The Home Depot		-78.18
General Journal	02/04/2018				-342.00
Credit Card Charge	02/04/2018		Flanigans'	√	-132.82
Check	02/05/2018	ACH Debit	COMCAST	√	-449.84
Check	02/05/2018	ACH Debit	Verizon Wireless(624100382-00001)	√	-135.97
Bill Pmt -Check	02/05/2018	4441	Pinch - A - Penny , Inc.	√	-3,636.60
Bill Pmt -Check	02/05/2018	4442	Sears Mastercard	√	-999.55
Bill Pmt -Check	02/05/2018	4443	Sun Wholesale Supply Co. Inc.	√	-9,034.73
Bill Pmt -Check	02/05/2018	4444	Suntrust Consumer Loan (F-350)	√	-894.56
General Journal	02/05/2018				-101.95
Bill Pmt -Check	02/05/2018	ACH Debit	American Express	√	-25,983.66
Bill	02/05/2018	129	Truck & Equipment Solution		-1,050.00
Bill	02/05/2018	1776094 001	Sun Wholesale Supply Co. Inc.		-3,546.65
Bill	02/05/2018	1776094 002	Sun Wholesale Supply Co. Inc.		-20.03
Bill	02/05/2018	1776095	Sun Wholesale Supply Co. Inc.		-5.03
Bill	02/05/2018	1775629	Pinch - A - Penny , Inc.		-4,645.28
Bill	02/05/2018	11458367	Allied Universal Corporation		-313.20
Bill	02/05/2018	10/27/17-01/29/18	Miami-Dade Water & Sewer (1392784432)		-222.97
Credit Card Charge	02/05/2018		Custom Molded Products, LLC	√	-594.07
Credit Card Charge	02/05/2018		Amazon.com	√	-29.99
General Journal	02/06/2018		Pool Maintenance	√	710.00
Check	02/06/2018	4445	A&H Expedited	√	-150.00
General Journal	02/06/2018				

February 2018

Type	Date	Num	Name	Clr	Amount
Check	02/06/2018	4439	CITY OF MIAMI BEACH	√	-115.00
Check	02/06/2018	4440	CITY OF MIAMI BEACH	√	-115.60
Bill Pmt -Check	02/06/2018	ACH Debit	Allied Universal Corporation	√	-3,312.55
Bill	02/06/2018	692683	FLORIGAS		-130.00
Bill	02/06/2018		FPL PAP DIP		-1,024.28
Bill	02/06/2018		FPL PAP #House DIP		-141.70
Credit Card Charge	02/06/2018		Biscayne Chemical Inc	√	-631.09
Credit Card Charge	02/06/2018		The Home Depot		-57.76
General Journal	02/07/2018		Pool Maintenance	√	610.00
Bill Pmt -Check	02/07/2018	4446	Cliff-Hanger	*	-53.50
Bill Pmt -Check	02/07/2018	4447	Dr Concrete Finish Corp.	√	-1,900.00
Bill Pmt -Check	02/07/2018	4448	FLORIGAS	√	-419.24
Bill Pmt -Check	02/07/2018	4449	Florida Water Products	√	-3,286.04
General Journal	02/07/2018				-204.65
Bill	02/07/2018	11458736	Allied Universal Corporation		-234.90
Bill	02/07/2018	11458820	Allied Universal Corporation		-294.00
Bill	02/07/2018	5062009	Florida Water Products		-475.25
Bill	02/07/2018	5062016	Florida Water Products		-50.13
Bill	02/07/2018	5062108	Florida Water Products		-23.63
Bill	02/07/2018	5062131	Florida Water Products		-212.71
Credit Card Charge	02/07/2018		Super Stone, Inc.	√	-30.07
Credit Card Charge	02/07/2018		Super Stone, Inc.	√	-533.44
Credit Card Charge	02/07/2018		Spiro	√	-80.36
Credit Card Charge	02/07/2018		MPA Parking Authority	√	-1.75
Credit Card Charge	02/07/2018		Exxon/Mobil	√	-56.67
Credit Card Charge	02/07/2018		The Home Depot		-53.32
Bill	02/08/2018		Security Premium Finance 284546-9		-1,171.15
Bill	02/08/2018	308058	A&H Expedited		-210.07
Bill Pmt -Check	02/08/2018	4450	A&H Expedited	√	-210.07
Bill Pmt -Check	02/08/2018	4451	Sun Wholesale Supply Co, Inc.	√	-4,997.78
General Journal	02/08/2018				-87.50
Bill	02/08/2018	1777060 001	Sun Wholesale Supply Co, Inc.		-4,072.51
Bill	02/08/2018	1777060 002	Sun Wholesale Supply Co, Inc.		-155.62
Bill	02/08/2018	11459105	Allied Universal Corporation		-783.00
Bill	02/08/2018	1381 Marisalde	Dr Concrete Finish Corp.		-2,150.00
Credit Card Charge	02/08/2018		Shell Oil	√	-75.00
Credit Card Charge	02/08/2018		Action Sod	√	-22.47
Credit Card Charge	02/08/2018		The Home Depot		-72.32
Check	02/09/2018	ACH Debit	ADP Payroll Fees	√	-132.55
General Journal	02/09/2018				-98.55
Bill	02/09/2018	11459164	Allied Universal Corporation		-965.70
Bill	02/09/2018	5063487	Florida Water Products		-120.94
Bill	02/09/2018	5063479	Florida Water Products		-112.51
Credit Card Charge	02/09/2018		Exxon/Mobil	√	-18.31
Credit Card Charge	02/09/2018		The Home Depot	√	-37.66
Credit Card Charge	02/09/2018		The Home Depot	√	-7.78
Credit Card Charge	02/09/2018		The Home Depot	√	-38.46
Credit Card Charge	02/09/2018		The Home Depot		-193.05
Credit Card Credit	02/09/2018		The Home Depot		14.84
Credit Card Credit	02/09/2018		The Home Depot		70.19
Bill	02/10/2018		Nissan Motor Acceptance Corporation		-415.21
Check	02/10/2018	ACH Debit	verizon Wireless(511408957-00001)	√	-246.27
General Journal	02/10/2018				-233.80
Check	02/10/2018	4358	Miami-Dade County	√	-343.89
Bill	02/10/2018	693454	FLORIGAS		-596.11
Credit Card Charge	02/10/2018		ITunes	√	-3.99

February 2018

Type	Date	Num	Name	Clr	Amount
Credit Card Charge	02/10/2018		Shell Oil	√	-51.00
Credit Card Charge	02/10/2018		Advance Auto Parts	√	-48.12
Credit Card Charge	02/10/2018		Exxon/Mobil	√	-16.00
Credit Card Charge	02/10/2018		Billboard Vinyls	√	-44.81
Credit Card Charge	02/10/2018		Los Arrieros Restaurant	√	-180.87
General Journal	02/11/2018				-142.50
Credit Card Charge	02/11/2018		iTunes	√	-9.99
Credit Card Charge	02/11/2018		Exxon/Mobil	√	-32.70
Credit Card Charge	02/11/2018		Westar	√	-18.83
Bill Pmt -Check	02/12/2018	4453	Pinch - A - Penny , Inc.	√	-3,228.88
Bill Pmt -Check	02/12/2018	4454	Sun Wholesale Supply Co, Inc.	√	-3,393.13
General Journal	02/12/2018				-131.20
Check	02/12/2018	ACH Debit	GB Collects, LLC	√	-4,290.00
Deposit	02/12/2018			√	100.00
Bill	02/12/2018	1778093	Sun Wholesale Supply Co, Inc.		-6,970.29
Bill	02/12/2018	6270 SW 86 ST	EBENEZER POOL, INC		-1,960.00
Bill	02/12/2018	5064568	Florida Water Products		-34.11
Bill	02/12/2018	5064569	Florida Water Products		-386.12
Bill	02/12/2018	5064574	Florida Water Products		-977.68
Check	02/12/2018	4452	Miami-Dade County	√	-333.26
Bill	02/12/2018	1777595	Pinch - A - Penny , Inc.		-3,179.80
Credit	02/12/2018	99051028	Sun Wholesale Supply Co, Inc.		243.00
Credit Card Charge	02/12/2018		Lowes	√	-108.37
Credit Card Charge	02/12/2018		The Home Depot	√	-11.96
Bill	02/12/2018	WEB300213416	Watkins Manufacturing Corp.		-2,280.00
Bill	02/12/2018	198285	Delta Rentals		-50.00
Check	02/13/2018	4455	A&H Expedited	√	-150.00
Deposit	02/13/2018		Pool Maintenance	√	1,539.52
Deposit	02/13/2018		Pool Maintenance	√	1,105.00
Bill Pmt -Check	02/13/2018	4456	LLaguno Corp.	√	-3,700.00
General Journal	02/13/2018				-90.30
Deposit	02/13/2018		Hays, Stephen	√	11,399.00
Bill Pmt -Check	02/13/2018	ACH Debit	Allied Universal Corporation	√	-2,461.25
Bill	02/13/2018	11459716	Allied Universal Corporation		-1,322.40
Bill	02/13/2018	1384 Morales	Dr Concrete Finish Corp.		-2,500.00
Bill	02/13/2018	5065023	Florida Water Products		-363.50
Credit Card Charge	02/13/2018		Ace Hardware	√	-27.12
Credit Card Charge	02/13/2018		T-Mobile	√	-148.43
Credit Card Charge	02/13/2018		Facebook	√	-22.86
Credit Card Charge	02/13/2018		Facebook	√	-2.14
Check	02/14/2018	4457	Watkins Manufacturing Corp.	√	-40,874.00
Check	02/14/2018	4458	Watkins Manufacturing Corp.	√	-5,000.00
General Journal	02/14/2018		Payroll	√	42,050.00
General Journal	02/14/2018				-52.50
Bill	02/14/2018	11459945	Allied Universal Corporation		-1,131.00
Bill	02/14/2018	11460002	Allied Universal Corporation		-294.00
Credit Card Charge	02/14/2018		American Express	√	-175.00
Credit Card Charge	02/14/2018		American Express	√	-50.00
Bill	02/14/2018	198291	Delta Rentals		-100.00
General Journal	02/15/2018		Pool Maintenance	√	720.00
Bill	02/15/2018	11460250	Allied Universal Corporation		-948.30
Bill Pmt -Check	02/15/2018	4459	Sun Wholesale Supply Co, Inc.	√	-4,016.72
Bill	02/15/2018		RetailFirst Insurance Company		-3,024.85
Bill Pmt -Check	02/15/2018	4460	Security Premium Finance 284546-9	√	-1,171.15
General Journal	02/15/2018				-158.50
Bill	02/15/2018	DMKG65 2019	Miami-Dade County Auto Tag Agency		-46.85

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Type	Date	Num	Name	Clr	Amount
Bill	02/15/2018	263KRR 2019	Miami-Dade County Auto Tag Agency		-39.50
Bill	02/15/2018		American Express		-14,787.13
Bill	02/15/2018	Constrctn renewal 18	First Insurance Group		-1,798.00
Bill	02/15/2018	1779993 001	Sun Wholesale Supply Co, Inc.		-7,109.94
Bill	02/15/2018	1779993 002	Sun Wholesale Supply Co, Inc.		-46.55
Bill	02/15/2018	March 2018	Suntrust Consumer Loan		-576.74
Check	02/15/2018			√	-73.18
Check	02/15/2018			√	-19.96
Check	02/15/2018			√	-20.90
Bill	02/15/2018	SO20284982	Watkins Manufacturing Corp.		-7,515.00
Credit Card Charge	02/15/2018		The Home Depot		-47.37
General Journal	02/16/2018				39,209.64
Check	02/16/2018	4462	Ocean Bank (20227252064)	√	-8,673.21
General Journal	02/16/2018				-105.00
Bill	02/16/2018	1387	Dr Concrete Finish Corp.		-2,100.00
Credit	02/16/2018	1780108 SR	Sun Wholesale Supply Co, Inc.		994.37
Bill	02/16/2018	5067661	Florida Water Products		-289.67
General Journal	02/17/2018		Pool Maintenance	√	390.00
General Journal	02/17/2018				-140.00
Bill	02/17/2018	694451	FLORIGAS		-429.45
Credit Card Charge	02/17/2018		The Home Depot		-206.73
Credit Card Charge	02/17/2018		The Home Depot		-24.44
Bill	02/17/2018	198300	Delta Rentals		-65.00
General Journal	02/18/2018				-132.50
Check	02/19/2018	ACH Debit	AVMED	√	-2,236.60
Check	02/19/2018	ACH Debit	AVMED	√	-2,696.31
Check	02/19/2018	ACH Debit	Progressive Express Ins Co. RI 03469140-3	√	-396.90
General Journal	02/19/2018		Florida Department of Revenue.		7,877.94
Bill	02/19/2018	1390	Dr Concrete Finish Corp.		-1,800.00
General Journal	02/19/2018				-39.50
Bill	02/19/2018	1780919 001	Sun Wholesale Supply Co, Inc.		-7,083.15
Bill	02/19/2018	1780919 002	Sun Wholesale Supply Co, Inc.		-30.60
Bill	02/19/2018	1780599	Pinch - A - Penny , Inc.		-4,646.98
General Journal	02/20/2018		Florida Department of Revenue.	√	7,880.00
Check	02/20/2018	4463	Rigel Martinez	√	-400.00
Bill	02/20/2018	11461015	Allied Universal Corporation		-591.60
Bill Pmt -Check	02/20/2018	ACH Debit	Allied Universal Corporation	√	-3,510.91
General Journal	02/20/2018				-88.50
Bill	02/20/2018	1781379	Sun Wholesale Supply Co, Inc.		-50.00
Bill	02/20/2018	1781378	Sun Wholesale Supply Co, Inc.		-100.00
Bill	02/20/2018	11461166	Allied Universal Corporation		-588.00
Credit Card Charge	02/20/2018		The Home Depot		-222.78
Credit Card Credit	02/20/2018		The Home Depot		16.05
Bill	02/21/2018	11461245	Allied Universal Corporation		-669.90
Check	02/21/2018	4464	Ralu Corp	√	-4,000.00
General Journal	02/21/2018		Pool Maintenance	√	1,260.00
Bill Pmt -Check	02/21/2018	ACH Debit	FPL PAP DIP	√	-1,024.28
Bill Pmt -Check	02/21/2018	4465	Dr Concrete Finish Corp.	√	-4,650.00
Bill Pmt -Check	02/21/2018	4466	FLORIGAS	√	-1,701.70
Bill Pmt -Check	02/21/2018	4467	Nissan Motor Acceptance Corporation	*	-415.21
Bill Pmt -Check	02/21/2018	ACH Debit	MAPFRE Insurance Co. of Florida	√	-1,628.92
Bill Pmt -Check	02/21/2018	ACH Debit	Progressive Express Ins Nissan to 5_18	√	-274.40
Bill Pmt -Check	02/21/2018	ACH Debit	RetailFirst Insurance Company	√	-3,024.85
Bill Pmt -Check	02/21/2018	ACH Debit	Progressive Waste Solutions of FL, Inc.	√	-767.73
General Journal	02/21/2018				-17.50
Bill	02/21/2018	99051155	Pinch - A - Penny , Inc.		-7,488.50

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Type	Date	Num	Name	Clr	Amount
Check	02/22/2018	4461	Ralu Corp	√	-10,000.00
Bill Pmt -Check	02/22/2018	4473	Delta Rentals	√	-652.35
General Journal	02/22/2018				-161.25
Bill	02/22/2018	11461551	Allied Universal Corporation		-1,218.00
Bill	02/22/2018	1782794 001	Sun Wholesale Supply Co. Inc.		-5,824.25
Bill	02/22/2018	1782794 002	Sun Wholesale Supply Co. Inc.		-155.14
Bill	02/22/2018	1782795 001	Sun Wholesale Supply Co. Inc.		-18.95
Bill	02/22/2018	1782851	Sun Wholesale Supply Co. Inc.		-366.89
Bill	02/22/2018	1782793	Sun Wholesale Supply Co. Inc.		-438.84
Bill	02/22/2018	WEB300214976	Watkins Manufacturing Corp.		-3,165.00
Credit Card Charge	02/22/2018		The Home Depot		-205.48
Credit Card Charge	02/22/2018		The Home Depot		-239.47
Bill	02/23/2018		ADP Payroll Fees		-134.70
Bill Pmt -Check	02/23/2018	ACH Debit	Miami-Dade Water & Sewer (1392784432)	√	-222.97
Bill Pmt -Check	02/23/2018	ACH Debit	Home DepotCredit Services LEI	√	-911.31
Bill Pmt -Check	02/23/2018	ACH Debit	ADP Payroll Fees	√	-134.70
Bill Pmt -Check	02/23/2018	4474	EBENEZER POOL, INC	√	-1,960.00
Bill Pmt -Check	02/23/2018	4475	HL Service & Repair, Inc.	*	-315.00
Bill Pmt -Check	02/23/2018	4476	Truck & Equipment Solution	*	-1,050.00
General Journal	02/23/2018				-338.00
Deposit	02/23/2018			√	8,673.21
Bill	02/23/2018	11461823	Allied Universal Corporation		-913.50
Bill	02/23/2018	5072227	Florida Water Products		-63.89
Bill	02/23/2018	5072241	Florida Water Products		-64.96
General Journal	02/24/2018				-377.60
General Journal	02/25/2018				-52.50
Bill	02/25/2018	2006401	Progressive Waste Solutions of FL, Inc.		-830.98
Bill	02/25/2018		verizon Wireless(511408957-00001)		-796.23
General Journal	02/26/2018		Synchrony Bank	√	4,185.00
Deposit	02/26/2018			√	143.40
Bill Pmt -Check	02/26/2018	4477	Pinch - A - Penny , Inc.	*	-4,645.28
Bill Pmt -Check	02/26/2018	4478	Sun Wholesale Supply Co. Inc.	*	-20,531.67
General Journal	02/26/2018				-281.50
Bill	02/26/2018	1784057	Sun Wholesale Supply Co. Inc.		-9,073.36
Bill	02/26/2018	1783465	Pinch - A - Penny , Inc.		-5,870.72
Check	02/26/2018	4472	Miami-Dade County	√	-162.70
Bill	02/26/2018	WEB300215163	Watkins Manufacturing Corp.		-6,890.00
Bill	02/26/2018	WEB300215165	Watkins Manufacturing Corp.		-6,340.00
Bill	02/26/2018	WEB300215167	Watkins Manufacturing Corp.		-3,090.00
Credit Card Charge	02/26/2018		The Home Depot		-44.99
Credit Card Charge	02/26/2018		The Home Depot		-170.92
Bill Pmt -Check	02/27/2018	ACH Debit	FPL PAP #House DIP	√	-141.70
Bill Pmt -Check	02/27/2018	4479	First Insurance Group	*	-1,798.00
Check	02/27/2018	ACH Debit	Sears Mastercard	√	-600.00
Deposit	02/27/2018			√	15,000.00
Deposit	02/27/2018			√	950.00
General Journal	02/27/2018				-51.00
Bill	02/27/2018	11462198	Allied Universal Corporation		-626.40
Bill	02/27/2018	11462209	Allied Universal Corporation		-588.00
Bill Pmt -Check	02/27/2018	ACH Debit	Allied Universal Corporation	√	-3,781.94
Check	02/27/2018	4468	Miami-Dade County	√	-26.88
Bill	02/27/2018		Home DepotCredit Services LEI		-1,745.78
Check	02/28/2018	4480	Pool Tiles, Inc.	*	-1,000.00
General Journal	02/28/2018		Payroll	√	42,600.00
General Journal	02/28/2018				-35.10
Bill	02/28/2018	February 2018	Reinaldo L. Azan		-475.00

Type	Date	Num	Name	Clr	Amount
Bill	02/28/2018		MAPFRE Insurance Co. of Florida		-1,628.92
Bill	02/28/2018		Cliff-Hanger		-53.50

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Type	Num	Date	Name	Item	Account	Paid Amount	Original Amount
CMP							
Check		02/15/2018			Operating account		-73.18
					Bank Service Charges	-73.18	73.18
TOTAL						-73.18	73.18
Check		02/15/2018			Tax account		-19.96
					Bank Service Charges	-19.96	19.96
TOTAL						-19.96	19.96
Check		02/15/2018			Payroll account		-20.90
					Bank Service Charges	-20.90	20.90
TOTAL						-20.90	20.90
Check	ACH Debit	02/01/2018	Credomatic Disc Settlement		Operating account		-1,717.48
					Credit Cards Discount	-1,717.48	1,717.48
TOTAL						-1,717.48	1,717.48
Check	ACH Debit	02/05/2018	COMCAST		Operating account		-449.84
					Cable, Phone, Internet	-449.84	449.84
TOTAL						-449.84	449.84
Check	ACH Debit	02/05/2018	Verizon Wireless(824100382-00001)		Operating account		-135.97
					Telephone	-135.97	135.97
TOTAL						-135.97	135.97
Bill Pmt -Check	ACH Debit	02/05/2018	American Express		Operating account		-25,983.66
Bill		01/18/2018			American Express LEI	-25,983.66	25,983.66
TOTAL						-25,983.66	25,983.66
Bill Pmt -Check	ACH Debit	02/06/2018	Allied Universal Corporation		Operating account		-3,312.55
			Allied Universal Corporation		Accounts Payable	174.35	-174.35
Bill	11457626	01/30/2018			Inventory Merchandise	-1,548.60	1,548.60
Bill	11457788	01/30/2018			Inventory Merchandise	-294.00	294.00
Bill	11457877	02/01/2018			Inventory Merchandise	-826.50	826.50
Bill	11458118	02/02/2018			Inventory Merchandise	-817.80	817.80
TOTAL						-3,312.55	3,312.55
Check	ACH Debit	02/09/2018	ADP Payroll Fees		Operating account		-132.55
					ADP Payroll Processing	-132.55	132.55
TOTAL						-132.55	132.55
Check	ACH Debit	02/10/2018	verizon Wireless(511408957-00001)		Operating account		-246.27
					Telephone	-246.27	246.27
TOTAL						-246.27	246.27
Check	ACH Debit	02/12/2018	GB Collects, LLC		Operating account		-4,290.00
					Insurance - Gen'l & Liability	-4,290.00	4,290.00
TOTAL						-4,290.00	4,290.00
Bill Pmt -Check	ACH Debit	02/13/2018	Allied Universal Corporation		Operating account		-2,461.25
			Allied Universal Corporation		Accounts Payable	129.55	-129.55
Bill	11458367	02/05/2018			Inventory Merchandise	-313.20	313.20
Bill	11458736	02/07/2018			Inventory Merchandise	-234.90	234.90
Bill	11458820	02/07/2018			Inventory Merchandise	-294.00	294.00
Bill	11459105	02/08/2018			Inventory Merchandise	-783.00	783.00
Bill	11459164	02/09/2018			Inventory Merchandise	-965.70	965.70
TOTAL						-2,461.25	2,461.25
Check	ACH Debit	02/19/2018	AVMED		Operating account		-2,236.60
					Health Ins. - Lus Ibarra	-2,236.60	2,236.60
TOTAL						-2,236.60	2,236.60
Check	ACH Debit	02/19/2018	AVMED		Operating account		-2,696.31

Type	Num	Date	Name	Item	Account	Paid Amount	Original Amount
					Health ins. - Raymond Ibarra	-2,696.31	2,696.31
TOTAL						-2,696.31	2,696.31
Check	ACH Debit	02/19/2018	Progressive Express Ins Co. RI 03469140-3		Operating account		-396.90
					Insurance - Autos & Trucks	-396.90	396.90
TOTAL						-396.90	396.90
Bill Pmt -Check	ACH Debit	02/20/2018	Allied Universal Corporation		Operating account		-3,510.91
			Allied Universal Corporation		Accounts Payable	184.79	-184.79
Bill	11459716	02/13/2018			Inventory Merchandise	-1,322.40	1,322.40
Bill	11459945	02/14/2018			Inventory Merchandise	-1,131.00	1,131.00
Bill	11460002	02/14/2018			Inventory Merchandise	-294.00	294.00
Bill	11460250	02/15/2018			Inventory Merchandise	-948.30	948.30
TOTAL						-3,510.91	3,510.91
Bill Pmt -Check	ACH Debit	02/21/2018	FPL PAP DIP		Operating account		-1,024.28
		02/06/2018			Electricity	-1,024.28	1,024.28
TOTAL						-1,024.28	1,024.28
Bill Pmt -Check	ACH Debit	02/21/2018	MAPFRE Insurance Co. of Florida		Operating account		-1,628.92
		01/31/2018			Insurance - Autos & Trucks	-1,628.92	1,628.92
TOTAL						-1,628.92	1,628.92
Bill Pmt -Check	ACH Debit	02/21/2018	Progressive Express Ins Nissan to 5_18		Operating account		-274.40
		01/26/2018			Insurance - Autos & Trucks	-274.40	274.40
TOTAL						-274.40	274.40
Bill Pmt -Check	ACH Debit	02/21/2018	RetailFirst Insurance Company		Operating account		-3,024.85
		02/15/2018			Insurance - Worker Comp.	-3,024.85	3,024.85
TOTAL						-3,024.85	3,024.85
Bill Pmt -Check	ACH Debit	02/21/2018	Progressive Waste Solutions of FL, Inc.		Operating account		-767.73
		01/25/2018			Trash Removal	-767.73	767.73
TOTAL						-767.73	767.73
Bill Pmt -Check	ACH Debit	02/23/2018	Miami-Dade Water & Sewer (1392784432)		Operating account		-222.97
		10/27/17-01/29/18			Water & Sewer	-222.97	222.97
TOTAL						-222.97	222.97
Bill Pmt -Check	ACH Debit	02/23/2018	Home DepotCredit Services LEI		Operating account		-911.31
		01/30/2018			Home Depot 7692 LEI	-911.31	911.31
TOTAL						-911.31	911.31
Bill Pmt -Check	ACH Debit	02/23/2018	ADP Payroll Fees		Operating account		-134.70
		02/23/2018			ADP Payroll Processing	-134.70	134.70
TOTAL						-134.70	134.70
Bill Pmt -Check	ACH Debit	02/27/2018	FPL PAP #House DIP		Operating account		-141.70
		02/06/2018			Electricity	-141.70	141.70
TOTAL						-141.70	141.70
Check	ACH Debit	02/27/2018	Sears Mastercard		Operating account		-600.00
					Fuel	-600.00	600.00
TOTAL						-600.00	600.00
Bill Pmt -Check	ACH Debit	02/27/2018	Allied Universal Corporation		Operating account		-3,781.94
			Allied Universal Corporation		Accounts Payable	199.06	-199.06
Bill	11461015	02/20/2018			Inventory Merchandise	-591.60	591.60
Bill	11461166	02/20/2018			Inventory Merchandise	-588.00	588.00
Bill	11461245	02/21/2018			Inventory Merchandise	-669.90	669.90
Bill	11461551	02/22/2018			Inventory Merchandise	-1,218.00	1,218.00
Bill	11461823	02/23/2018			Inventory Merchandise	-913.50	913.50

Type	Num	Date	Name	Item	Account	Paid Amount	Original Amount
TOTAL						-3,781.94	3,781.94
Check	4358	02/10/2018	Miami-Dade County		Operating account		-343.89
					License & Permits	-343.89	343.89
TOTAL						-343.89	343.89
Check	4435	02/01/2018	Danisver Rodriguez		Operating account		-290.00
					Repairs & Maintenance	-290.00	290.00
TOTAL						-290.00	290.00
Check	4436	02/01/2018	Luis Sanchez		Operating account		-360.00
					Repairs & Maintenance	-360.00	360.00
TOTAL						-360.00	360.00
Bill Pmt -Check	4437	02/01/2018	Sun Wholesale Supply Co, Inc.		Operating account		-10,415.93
			Sun Wholesale Supply Co, Inc.		Accounts Payable	267.08	-267.08
Bill	1773060 001	01/22/2018			Inventory Merchandise	-10,683.01	10,683.01
TOTAL						-10,415.93	10,415.93
Bill Pmt -Check	4438	02/02/2018	Suntrust Consumer Loan		Operating account		-576.74
		01/24/2018			L-T Note Payable Toyota Tundra	-576.74	576.74
TOTAL						-576.74	576.74
Check	4439	02/06/2018	CITY OF MIAMI BEACH		Operating account		-115.00
			Gittler, Alex		License & Permits	-115.00	115.00
TOTAL						-115.00	115.00
Check	4440	02/06/2018	CITY OF MIAMI BEACH		Operating account		-116.60
			Gittler, Alex		License & Permits	-115.60	115.60
TOTAL						-115.60	115.60
Bill Pmt -Check	4441	02/05/2018	Pinch - A - Penny , Inc.		Operating account		-3,636.60
					Franchise Fees - PAP	-1,968.95	1,968.95
Bill	1772710	01/22/2018			Advertising - PAP	-1,312.64	1,312.64
Bill	99050765	01/22/2018			Franchise Fees - PAP	213.01	213.01
					Advertising - PAP	-142.00	142.00
TOTAL						-3,636.60	3,636.60
Bill Pmt -Check	4442	02/05/2018	Sears Mastercard		Operating account		-999.55
		01/17/2018			Fuel	-999.55	999.55
TOTAL						-999.55	999.55
Bill Pmt -Check	4443	02/05/2018	Sun Wholesale Supply Co, Inc.		Operating account		-9,034.73
			Sun Wholesale Supply Co, Inc.		Accounts Payable	475.51	-475.51
Bill	1774227	01/29/2018			Inventory Merchandise	-972.92	972.92
Bill	1774228	01/29/2018			Inventory Merchandise	-324.28	324.28
Bill	1774229	01/29/2018			Inventory Merchandise	-8,213.04	8,213.04
TOTAL						-9,034.73	9,034.73
Bill Pmt -Check	4444	02/05/2018	Suntrust Consumer Loan (F-350)		Operating account		-894.56
		02/01/2018			L-T Note Payable F350 15	-894.56	894.56
TOTAL						-894.56	894.56
Check	4445	02/06/2018	A&H Expedited		Operating account		-150.00
					License & Permits	-150.00	150.00
TOTAL						-150.00	150.00
Bill Pmt -Check	4446	02/07/2018	Cliff-Hanger		Operating account		-53.50
		12/28/2017			Repairs & Maintenance	-53.50	53.50
TOTAL						-53.50	53.50
Bill Pmt -Check	4447	02/07/2018	Dr Concrete Finish Corp.		Operating account		-1,900.00

Type	Num	Date	Name	Item	Account	Paid Amount	Original Amount
Bill	1369 Rodriguez	01/24/2018	Rodriguez, Israel		Sub contractors	-1,900.00	1,900.00
TOTAL						-1,900.00	1,900.00
Bill Pmt -Check	4448	02/07/2018	FLORIGAS		Operating account		-419.24
Bill	692028	01/27/2018			Inventory Merchandise	-419.24	419.24
TOTAL						-419.24	419.24
Bill Pmt -Check	4449	02/07/2018	Florida Water Products		Operating account		-3,286.04
Bill	5045705	01/10/2018			Inventory Merchandise	-34.36	34.36
Bill	5045708	01/10/2018			Inventory Merchandise	-85.17	85.17
Bill	5049631	01/17/2018			Inventory Merchandise	-67.40	67.40
Bill	5050196	01/18/2018			Inventory Merchandise	-202.90	202.90
Bill	5052683	01/23/2018			Inventory Merchandise	-135.55	135.55
Bill	5053838	01/24/2018			Inventory Merchandise	-186.44	186.44
Bill	5053527	01/24/2018			Inventory Merchandise	-2,472.89	2,472.89
Bill	5054202	01/25/2018			Inventory Merchandise	-101.33	101.33
TOTAL						-3,286.04	3,286.04
Bill Pmt -Check	4460	02/08/2018	A&H Expedited		Operating account		-210.07
Bill	308058	02/08/2018			License & Permits	-210.07	210.07
TOTAL						-210.07	210.07
Bill Pmt -Check	4451	02/08/2018	Sun Wholesale Supply Co, Inc.		Operating account		-4,997.78
Bill	1775113 001	02/01/2018	Sun Wholesale Supply Co, Inc.		Accounts Payable	264.27	-264.27
Bill	1775113 002	02/01/2018			Inventory Merchandise	-5,030.32	5,030.32
TOTAL						-4,997.78	5,021.14
Check	4452	02/12/2018	Miami-Dade County		Operating account		-333.26
Check					License & Permits	-333.26	333.26
TOTAL						-333.26	333.26
Bill Pmt -Check	4453	02/12/2018	Pinch - A - Penny , Inc.		Operating account		-3,228.88
Bill	1773854	01/29/2018			Franchise Fees - PAP	-1,937.33	1,937.33
Bill					Advertising - PAP	-1,291.55	1,291.55
TOTAL						-3,228.88	3,228.88
Bill Pmt -Check	4454	02/12/2018	Sun Wholesale Supply Co, Inc.		Operating account		-3,393.13
Bill	1776094 001	02/05/2018	Sun Wholesale Supply Co, Inc.		Accounts Payable	178.58	-178.58
Bill	1776094 002	02/05/2018			Inventory Merchandise	-3,546.65	3,546.65
Bill	1776095	02/05/2018			Inventory Merchandise	-20.03	20.03
Bill					Inventory Merchandise	-5.03	5.03
TOTAL						-3,393.13	3,393.13
Check	4455	02/13/2018	A&H Expedited		Operating account		-150.00
Check					License & Permits	-150.00	150.00
TOTAL						-150.00	150.00
Bill Pmt -Check	4456	02/13/2018	LLaguno Corp.		Operating account		-3,700.00
Bill	226346	02/02/2018			Freight & Delivery	-3,700.00	3,700.00
TOTAL						-3,700.00	3,700.00
Check	4457	02/14/2018	Watkins Manufacturing Corp.		Operating account		-40,874.00
Check					Inventory Merchandise	-40,874.00	40,874.00
TOTAL						-40,874.00	40,874.00
Check	4458	02/14/2018	Watkins Manufacturing Corp.		Operating account		-5,000.00
Check					Inventory Merchandise	-5,000.00	5,000.00
TOTAL						-5,000.00	5,000.00
Bill Pmt -Check	4459	02/15/2018	Sun Wholesale Supply Co, Inc.		Operating account		-4,016.72
Bill	1777060 001	02/09/2018	Sun Wholesale Supply Co, Inc.		Accounts Payable	211.41	-211.41
Bill	1777060 002	02/09/2018			Inventory Merchandise	-4,072.51	4,072.51
Bill					Inventory Merchandise	-155.62	155.62

Type	Num	Date	Name	Item	Account	Paid Amount	Original Amount
TOTAL						-4,016.72	4,016.72
Bill Pmt -Check	4460	02/15/2018	Security Premium Finance 284546-9		Operating account		-1,171.15
Bill		02/08/2018			Insurance - Gen'l & Liability	-1,171.15	1,171.15
TOTAL						-1,171.15	1,171.15
Check	4461	02/22/2018	Ralu Corp		Operating account		-10,000.00
					Rent	-10,000.00	10,000.00
TOTAL						-10,000.00	10,000.00
Check	4462	02/16/2018	Ocean Bank (20227252064)		Operating account		-8,673.21
					Rent	-8,673.21	8,673.21
TOTAL						-8,673.21	8,673.21
Check	4463	02/20/2018	Rigel Martinez		Operating account		-400.00
					Pool Design fees	-400.00	400.00
TOTAL						-400.00	400.00
Check	4464	02/21/2018	Ralu Corp		Operating account		-4,000.00
					Rent	-4,000.00	4,000.00
TOTAL						-4,000.00	4,000.00
Bill Pmt -Check	4465	02/21/2018	Dr Concrete Finish Corp.		Operating account		-4,650.00
Bill	1381 Marisalde	02/08/2018	Marisalde, Cecilia		Sub contractors	-2,150.00	2,150.00
Bill	1384 Morales	02/13/2018	Morales, Roger		Sub contractors	-2,500.00	2,500.00
TOTAL						-4,650.00	4,650.00
Bill Pmt -Check	4466	02/21/2018	FLORIGAS		Operating account		-1,701.70
Bill	692787	02/03/2018			Inventory Merchandise	-546.14	546.14
Bill	692683	02/06/2018			Inventory Merchandise	-130.00	130.00
Bill	693454	02/10/2018			Inventory Merchandise	-596.11	596.11
Bill	694451	02/17/2018			Inventory Merchandise	-429.45	429.45
TOTAL						-1,701.70	1,701.70
Bill Pmt -Check	4467	02/21/2018	Nissan Motor Acceptance Corporation		Operating account		-415.21
Bill		02/10/2018			Loan For Automobiles	-415.21	415.21
TOTAL						-415.21	415.21
Check	4468	02/27/2018	Miami-Dade County		Operating account		-26.88
					License & Permits	-26.88	26.88
TOTAL						-26.88	26.88
Check	4472	02/26/2018	Miami-Dade County		Operating account		-162.70
					License & Permits	-162.70	162.70
TOTAL						-162.70	162.70
Bill Pmt -Check	4473	02/22/2018	Delta Rentals		Operating account		-652.35
Bill	198237	01/22/2018			Tool rental	-50.00	50.00
Bill	198245	01/25/2018			Tools	-219.99	219.99
Bill	WO4149	01/27/2018			Tools	-382.36	382.36
TOTAL						-652.35	652.35
Bill Pmt -Check	4474	02/23/2018	EBENEZER POOL, INC		Operating account		-1,960.00
Bill	6270 SW 86 ST	02/12/2018	CV6270, LLC		Sub contractors	-1,960.00	1,960.00
TOTAL						-1,960.00	1,960.00
Bill Pmt -Check	4475	02/23/2018	HL Service & Repair, Inc.		Operating account		-315.00
Bill	2111	01/29/2018			Construction Professional Fees	-315.00	315.00
TOTAL						-315.00	315.00
Bill Pmt -Check	4476	02/23/2018	Truck & Equipment Solution		Operating account		-1,050.00
Bill	129	02/05/2018	Gurowitz, Steven		Sub contractors	-1,050.00	1,050.00

Type	Num	Date	Name	Item	Account	Paid Amount	Original Amount
TOTAL						-1,050.00	1,050.00
Bill Pmt -Check	4477	02/26/2018	Pinch - A - Panny , Inc.		Operating account		-4,645.28
Bill	1775629	02/05/2018			Franchise Fees - PAP	-2,787.17	2,787.17
					Advertising - PAP	-1,858.11	1,858.11
TOTAL						-4,645.28	4,645.28
Bill Pmt -Check	4478	02/26/2018	Sun Wholesale Supply Co, Inc.		Operating account		-20,531.67
			Sun Wholesale Supply Co, Inc.		Accounts Payable	708.86	-708.86
Bill	1778093	02/12/2018			Inventory Merchandise	-6,970.29	6,970.29
Bill	1779993 001	02/15/2018			Inventory Merchandise	-7,109.94	7,109.94
Bill	1779993 002	02/15/2018			Inventory Merchandise	-46.55	46.55
Bill	1780919 001	02/19/2018			Inventory Merchandise	-7,083.15	7,083.15
Bill	1780919 002	02/19/2018			Inventory Merchandise	-30.60	30.60
TOTAL						-20,531.67	20,531.67
Bill Pmt -Check	4479	02/27/2018	First Insurance Group		Operating account		-1,798.00
Bill	Constructn renewal 18	02/15/2018			Insurance - Gen'l & Liability	-1,798.00	1,798.00
TOTAL						-1,798.00	1,798.00
Check	4480	02/28/2018	Pool Tiles, Inc.		Operating account		-1,000.00
					Sub contractors	-1,000.00	1,000.00
TOTAL						-1,000.00	1,000.00

Exhibit “E”

	Mar-18	Apr-18	May-18	Jun-18	Jul-18	Aug-18	Sep-18	Oct-18	Nov-18	Dec-18
Beginning Cash	129,583	144,122	213,099	256,951	289,279	252,939	231,215	228,987	210,235	172,730
Cash/Check Revenue Deposits	278,340	250,000	250,000	140,000	130,000	136,000	120,000	90,000	90,000	90,000
CC Revenue Deposits	81,924	250,000	250,000	315,000	300,000	246,000	245,000	200,000	200,000	200,000
new value from equity	-	50,000		-	75,000					
Sales tax collected	21,616	30,000	30,000	27,300	25,800	22,920	21,900	17,400	17,400	17,400
recovery of insider preference				-	2,000	2,000	2,000	2,000	2,000	2,000
Total Available Cash	511,463	724,122	743,099	739,251	822,079	659,859	620,115	538,387	519,635	500,882
Operating Expenses										
FF & ADV Expenses	28,821	40,000	40,000	36,400	34,400	30,560	29,200	23,200	23,200	23,200
Cost of Sales retail/construction*	201,748	280,000	280,000	254,800	240,800	213,920	204,400	162,400	162,400	162,400
Owner's Salaries	26,000	26,000	26,000	26,000	26,000	26,000	26,000	26,000	26,000	26,000
Associate's Salaries	43,232	60,000	60,000	54,600	51,600	45,840	43,800	34,800	34,800	34,800
State Sales Tax paid	21,616	30,000	30,000	27,300	25,800	22,920	21,900	17,400	17,400	17,400
IRS USA Tax Payment (Withholding) - Estimated		20,000								
other expense										
Payroll Taxes	5,296	6,579	6,579	6,166	5,936	5,496	5,340	4,651	4,651	4,651
Nissan Motors	291	291	291	291	291	291	291	291	291	291
Rent Expense	24,000	24,000	24,000	24,000	24,000	24,000	24,000	24,000	24,000	24,000
Credit Card Fees - Amex/BOA	1,434	4,375	4,375	5,513	5,250	4,305	4,288	3,500	3,500	3,500
Insurance - Health	4,300	4,300	4,300	4,300	4,300	4,300	4,300	4,300	4,300	4,300
Insurance - Automobile	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500
Insurance - Business Liability	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500
Professional Fees - CPA	450	450	450	450	450	450	450	450	450	450
Utilities - Cell Phone	583	583	583	583	583	583	583	583	583	583
Utilities - Internet/Cable	420	420	420	420	420	420	420	420	420	420
Utilities - Security System	200	200	200	200	200	200	200	200	200	200
Utilities - Electric	2,200	2,200	2,200	2,200	2,200	2,200	2,200	2,200	2,200	2,200
Repairs & Maintenance	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200
auto repairs and gas	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500
Bank service fee	50	50	50	50	50	50	50	50	50	50
Chapter 11 legal fees**					80,000	2,500	2,500	2,500	2,500	2,500
UST Quarterly Fees		4,875			9,750					
Wells Fargo prepetition floor plan payment					4,053	4,053				
Ocean Bank***				-	4,603	4,603	4,603	4,603	4,603	4,603
Pinch-A-Penny Secured Claim					9,904	9,904	9,904	9,904	9,904	9,904
Class Five payments					19,350	19,350				
Class Six					12,500					
Unsecured Creditors										
Total Expenses	367,340	511,023	486,148	449,972	569,140	428,644	391,128	328,152	328,152	328,152
Rolling	144,122	213,099	256,951	289,279	252,939	231,215	228,987	210,235	191,482	172,730

*this amount includes projected sale of inventory subject to Wells Fargo's PMSI and payment thereon as well as payment of short term DIP financing from Principals [ECF# 30]
** estimated and payable only upon Court approval
*** 199,852,710 amortized at 5 % over 48 months, balloon payment for awarded 506(b) fees

	Jan-19	Feb-19	Mar-19	Apr-19	May-19	Jun-19	Jul-19	Aug-19	Sep-19	Oct-19	Nov-19	Dec-19	
Beginning Cash	172,730	151,478	132,726	125,515	104,360	133,205	150,525	274,838	276,516	274,288	255,536	236,783	218,031
Cash/Check Revenue Deposits	90,000	90,000	140,000	250,000	250,000	140,000	130,000	136,000	120,000	90,000	90,000	90,000	90,000
CC Revenue Deposits	200,000	200,000	200,000	250,000	250,000	315,000	300,000	246,000	245,000	200,000	200,000	200,000	200,000
new value from equity							125,000						
Sales tax collected	17,400	17,400	20,400	30,000	30,000	27,300	25,800	22,920	21,900	17,400	17,400	17,400	17,400
recovery of insider preference	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000
Total Available Cash	482,130	460,878	495,126	657,515	636,360	617,505	733,325	681,758	665,416	583,688	564,936	546,183	
Operating Expenses													
FF & ADV Expenses	23,200	23,200	27,200	40,000	40,000	36,400	34,400	30,560	29,200	23,200	23,200	23,200	23,200
Cost of Sales retail/construction*	162,400	162,400	190,400	280,000	280,000	254,800	240,800	213,920	204,400	162,400	162,400	162,400	162,400
Owner's Salaries	26,000	26,000	26,000	26,000	26,000	26,000	26,000	26,000	26,000	26,000	26,000	26,000	26,000
Associate's Salaries	34,800	34,800	40,800	60,000	60,000	54,600	51,600	45,840	43,800	34,800	34,800	34,800	34,800
State Sales Tax paid	17,400	17,400	20,400	30,000	30,000	27,300	25,800	22,920	21,900	17,400	17,400	17,400	17,400
IRS USA Tax Payment (Withholding) - Estimated				50,000									
other expense													
Payroll Taxes	4,651	4,651	5,110	6,579	6,579	6,166	5,936	5,496	5,340	4,651	4,651	4,651	4,651
Nissan Motors	291	291	291	291	291	291	291	291	291	291	291	291	291
Rent Expense	24,000	24,000	24,000	24,000	24,000	24,000	24,000	24,000	24,000	24,000	24,000	24,000	24,000
Credit Card Fees - Amex/BOA	3,500	3,500	3,500	4,375	4,375	5,513	5,250	4,305	4,288	3,500	3,500	3,500	3,500
Insurance - Health	4,300	4,300	4,300	4,300	4,300	4,300	4,300	4,300	4,300	4,300	4,300	4,300	4,300
Insurance - Automobile	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500
Insurance - Business Liability	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500
Professional Fees - CPA	450	450	450	450	450	450	450	450	450	450	450	450	450
Utilities - Cell Phone	583	583	583	583	583	583	583	583	583	583	583	583	583
Utilities - Internet/Cable	420	420	420	420	420	420	420	420	420	420	420	420	420
Utilities - Security System	200	200	200	200	200	200	200	200	200	200	200	200	200
Utilities - Electric	2,200	2,200	2,200	2,200	2,200	2,200	2,200	2,200	2,200	2,200	2,200	2,200	2,200
Repairs & Maintenance	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200
auto repairs and gas	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000
Bank service fee	50	50	50	50	50	50	50	50	50	50	50	50	50
Chapter 11 legal fees**	2,500												
UST Quarterly Fees													
Wells Fargo prepetition floor plan payment													
Ocean Bank***	4,603	4,603	4,603	4,603	4,603	4,603	4,603	4,603	4,603	4,603	4,603	4,603	4,603
Pinch-A-Penny Secured Claim	9,904	9,904	9,904	9,904	9,904	9,904	9,904	9,904	9,904	9,904	9,904	9,904	9,904
Class Five payments													
Class Six							12,500						
Unsecured Creditors													
Total Expenses	330,652	328,152	369,611	553,155	503,155	466,979	458,487	405,242	391,128	328,152	328,152	328,152	328,152
Rolling	151,478	132,726	125,515	104,360	133,205	150,525	274,838	276,516	274,288	255,536	236,783	218,031	

*this amount includes projected sale of inventory subject to Wells f
** estimated and payable only upon Court approval
*** 199,852,710 amortized at 5 % over 48 months, balloon paymen

	Jan-20	Feb-20	Mar-20	Apr-20	May-20	Jun-20	Jul-20	Aug-20	Sep-20	Oct-20	Nov-20	Dec-20
Beginning Cash	218,031	199,279	180,527	171,316	148,161	175,006	190,326	187,639	187,317	183,089	162,337	141,584
Cash/Check Revenue Deposits	90,000	90,000	140,000	250,000	250,000	140,000	130,000	136,000	120,000	90,000	90,000	90,000
CC Revenue Deposits	200,000	200,000	200,000	250,000	250,000	315,000	300,000	246,000	245,000	200,000	200,000	200,000
new value from equity												
Sales tax collected	17,400	17,400	20,400	30,000	30,000	27,300	25,800	22,920	21,900	17,400	17,400	17,400
recovery of insider preference	2,000	2,000										
Total Available Cash	527,431	508,679	540,927	701,316	678,161	657,306	646,126	592,559	574,217	490,489	469,737	448,984
Operating Expenses												
FF & ADV Expenses	23,200	23,200	27,200	40,000	40,000	36,400	34,400	30,560	29,200	23,200	23,200	23,200
Cost of Sales retail/construction*	162,400	162,400	190,400	280,000	280,000	254,800	240,800	213,920	204,400	162,400	162,400	162,400
Owner's Salaries	26,000	26,000	26,000	26,000	26,000	26,000	26,000	26,000	26,000	26,000	26,000	26,000
Associate's Salaries	34,800	34,800	40,800	60,000	60,000	54,600	51,600	45,840	43,800	34,800	34,800	34,800
State Sales Tax paid	17,400	17,400	20,400	30,000	30,000	27,300	25,800	22,920	21,900	17,400	17,400	17,400
IRS USA Tax Payment (Withholding) - Estimated				50,000								
other expense												
Payroll Taxes	4,651	4,651	5,110	6,579	6,579	6,166	5,936	5,496	5,340	4,651	4,651	4,651
Nissan Motors	291	291	291	291	291	291	291	291	291	291	291	291
Rent Expense	24,000	24,000	24,000	24,000	24,000	24,000	24,000	24,000	24,000	24,000	24,000	24,000
Credit Card Fees - Amex/BOA	3,500	3,500	3,500	4,375	4,375	5,513	5,250	4,305	4,288	3,500	3,500	3,500
Insurance - Health	4,300	4,300	4,300	4,300	4,300	4,300	4,300	4,300	4,300	4,300	4,300	4,300
Insurance - Automobile	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500
Insurance - Business Liability	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500
Professional Fees - CPA	450	450	450	450	450	450	450	450	450	450	450	450
Utilities - Cell Phone	583	583	583	583	583	583	583	583	583	583	583	583
Utilities - Internet/Cable	420	420	420	420	420	420	420	420	420	420	420	420
Utilities - Security System	200	200	200	200	200	200	200	200	200	200	200	200
Utilities - Electric	2,200	2,200	2,200	2,200	2,200	2,200	2,200	2,200	2,200	2,200	2,200	2,200
Repairs & Maintenance	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200
auto repairs and gas	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000
Bank service fee	50	50	50	50	50	50	50	50	50	50	50	50
Chapter 11 legal fees**												
UST Quarterly Fees												
Wells Fargo prepetition floor plan payment												
Ocean Bank***	4,603	4,603	4,603	4,603	4,603	4,603	4,603	4,603	4,603	4,603	4,603	4,603
Pinch-A-Penny Secured Claim	9,904	9,904	9,904	9,904	9,904	9,904	9,904	9,904	9,904	9,904	9,904	9,904
Class Five payments							12,500					
Class Six												
Unsecured Creditors												
Total Expenses	328,152	328,152	369,611	553,155	503,155	466,979	458,487	405,242	391,128	328,152	328,152	328,152
Rolling	199,279	180,527	171,316	148,161	175,006	190,326	187,639	187,317	183,089	162,337	141,584	120,832

*this amount includes projected sale of inventory subject to Wells F
** estimated and payable only upon Court approval
*** 199,852,710 amortized at 5 % over 48 months, balloon paymen

	Jan-21	Feb-21	Mar-21	Apr-21	May-21	Jun-21	Year 4
Beginning Cash	120,832	100,080	79,328	70,117	21,962	48,807	64,127
Cash/Check Revenue Deposits	90,000	90,000	140,000	250,000	250,000	140,000	1,616,000
CC Revenue Deposits	200,000	200,000	200,000	250,000	250,000	315,000	2,806,000
new value from equity							
Sales tax collected	17,400	17,400	20,400	30,000	30,000	27,300	265,320
recovery of insider preference							
Total Available Cash	428,232	407,480	439,728	600,117	551,962	531,107	4,751,447
Operating Expenses							
FF & ADV Expenses	23,200	23,200	27,200	40,000	40,000	36,400	353,760
Cost of Sales retail/construction*	162,400	162,400	190,400	280,000	280,000	254,800	2,476,320
Owner's Salaries	26,000	26,000	26,000	26,000	26,000	26,000	312,000
Associate's Salaries	34,800	34,800	40,800	60,000	60,000	54,600	530,640
State Sales Tax paid	17,400	17,400	20,400	30,000	30,000	27,300	265,320
IRS USA Tax Payment (Withholding) - Estimated				75,000			
other expense							
Payroll Taxes	4,651	4,651	5,110	6,579	6,579	6,166	64,462
Nissan Motors	291	291	291	291	291	291	3,492
Rent Expense	24,000	24,000	24,000	24,000	24,000	24,000	288,000
Credit Card Fees - Amex/BOA	3,500	3,500	3,500	4,375	4,375	5,513	49,105
Insurance - Health	4,300	4,300	4,300	4,300	4,300	4,300	51,600
Insurance - Automobile	1,500	1,500	1,500	1,500	1,500	1,500	18,000
Insurance - Business Liability	2,500	2,500	2,500	2,500	2,500	2,500	30,000
Professional Fees - CPA	450	450	450	450	450	450	5,400
Utilities - Cell Phone	583	583	583	583	583	583	6,996
Utilities - Internet/Cable	420	420	420	420	420	420	5,040
Utilities - Security System	200	200	200	200	200	200	2,400
Utilities - Electric	2,200	2,200	2,200	2,200	2,200	2,200	26,400
Repairs & Maintenance	1,200	1,200	1,200	1,200	1,200	1,200	14,400
auto repairs and gas	4,000	4,000	4,000	4,000	4,000	4,000	48,000
Bank service fee	50	50	50	50	50	50	600
Chapter 11 legal fees**							
UST Quarterly Fees							
Wells Fargo prepetition floor plan payment							
Ocean Bank***	4,603	4,603	4,603	4,603	4,603	4,603	53,000
Pinch-A-Penny Secured Claim	9,904	9,904	9,904	9,904	9,904	9,904	118,848
Class Five payments							
Class Six							12,500
Unsecured Creditors							
Total Expenses	328,152	328,152	369,611	578,155	503,155	466,979	4,736,283
Rolling	100,080	79,328	70,117	21,962	48,807	64,127	15,164

*this amount includes projected sale of inventory subject to Wells F
** estimated and payable only upon Court approval
*** 199,852,710 amortized at 5 % over 48 months, balloon paymen