

UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF FLORIDA  
Fort Lauderdale Division  
[www.flsb.uscourts.gov](http://www.flsb.uscourts.gov)

In re:

Case No. 18-13389-BKC-RBR

SUMMIT FINANCIAL CORP.,

Chapter 11

Debtor.

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**DISCLOSURE STATEMENT IN SUPPORT OF CHAPTER 11 PLAN  
OF SUMMIT FINANCIAL CORP.**

**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 October 12, 2018 by:

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**EXHIBIT INDEX**

- Exhibit A:** Proposed Chapter 11 Plan of Summit Financial Corp.
- Exhibit B:** Debtor's Schedule B, Appraisal and Statement of Financial Affairs
- Exhibit C:** Debtor's Most Recent Monthly Operating Report
- Exhibit D:** List of Creditors

**DISCLOSURE STATEMENT FOR CHAPTER 11 PLAN  
PROPOSED BY SUMMIT FINANCIAL CORP.****DEBTOR RESERVES THE RIGHT TO AMEND OR SUPPLEMENT THIS DISCLOSURE STATEMENT AT OR BEFORE THE CONFIRMATION HEARING.****I. INTRODUCTION**

Summit Financial Corp. (the “Debtor”) provides this Disclosure Statement (the “Disclosure Statement”) to all of the Debtor’s creditors in order to permit such creditors to make an informed decision in voting to accept or reject the Chapter 11 Plan proposed by the Debtor (the “Plan”) [ECF No. \_\_\_\_] filed on October 12, 2018 with the United States Bankruptcy Court for the Southern District of Florida (the “Bankruptcy Court”) in connection with the above-captioned case (the “Chapter 11 Case”). A copy of the Plan is attached to this Disclosure Statement as Exhibit “A.”

Capitalized terms used herein but not otherwise defined have the meanings assigned to such terms in the Plan. Whenever the words “include,” “includes” or “including” are used in this Disclosure Statement, they are deemed to be followed by the words “without limitation.”

The Disclosure Statement is presented to certain holders of Claims against the Debtor in accordance with the requirements of section 1125 of the United States Bankruptcy Code, 11 U.S.C. §§ 101-1330 (the “Bankruptcy Code”). Section 1125 of the Bankruptcy Code requires that a disclosure statement provide information sufficient to enable a hypothetical and reasonable investor, typical of the Debtor’s creditors, to make an informed judgment whether to accept or reject the Plan. The Disclosure Statement may not be relied upon for any purpose other than that described above.

**THE DISCLOSURE STATEMENT AND THE PLAN ARE AN INTEGRAL PACKAGE, AND THEY MUST BE CONSIDERED TOGETHER FOR THE READER TO BE ADEQUATELY INFORMED. THIS INTRODUCTION IS QUALIFIED IN ITS ENTIRETY BY THE REMAINING PORTIONS OF THIS DISCLOSURE STATEMENT, AND THIS DISCLOSURE STATEMENT IN TURN IS QUALIFIED, IN ITS ENTIRETY, BY THE PLAN.**

**THE INFORMATION CONTAINED IN THIS DISCLOSURE STATEMENT, INCLUDING ANY EXHIBITS CONCERNING THE FINANCIAL CONDITION OF THE DEBTOR AND THE OTHER INFORMATION CONTAINED HEREIN, HAS NOT BEEN SUBJECT TO AN AUDIT OR INDEPENDENT REVIEW EXCEPT AS EXPRESSLY SET FORTH HEREIN. ACCORDINGLY, THE DEBTOR IS UNABLE TO WARRANT OR REPRESENT THAT THE INFORMATION CONCERNING THE DEBTOR OR ITS FINANCIAL CONDITION IS ACCURATE OR COMPLETE. THE PROJECTED INFORMATION CONTAINED IN THIS DISCLOSURE STATEMENT HAS BEEN PRESENTED FOR ILLUSTRATIVE PURPOSES ONLY, AND BECAUSE OF THE UNCERTAINTY AND RISK FACTORS INVOLVED, THE DEBTOR’S ACTUAL RESULTS MAY NOT BE AS PROJECTED HEREIN.**

**ALTHOUGH AN EFFORT HAS BEEN MADE TO BE ACCURATE, THE DEBTOR DOES NOT WARRANT OR REPRESENT THAT THE INFORMATION CONTAINED IN THIS DISCLOSURE STATEMENT AND ITS EXHIBITS IS CORRECT. THE DISCLOSURE STATEMENT CONTAINS ONLY A SUMMARY OF THE PLAN. EACH CREDITOR IS STRONGLY URGED TO REVIEW THE PLAN PRIOR TO VOTING ON IT.**

**THE STATEMENTS CONTAINED IN THIS DISCLOSURE STATEMENT ARE MADE AS OF THE DATE OF THE DISCLOSURE STATEMENT UNLESS ANOTHER TIME IS SPECIFIED. THE DELIVERY OF THIS DISCLOSURE STATEMENT WILL NOT UNDER ANY CIRCUMSTANCES CREATE AN IMPLICATION THAT THERE HAS NOT BEEN ANY CHANGE IN THE FACTS SET FORTH SINCE THE DATE OF THE DISCLOSURE STATEMENT.**

**THIS DISCLOSURE STATEMENT HAS BEEN PREPARED IN ACCORDANCE WITH SECTION 1125 OF THE BANKRUPTCY CODE AND NOT IN ACCORDANCE WITH FEDERAL OR STATE SECURITIES LAWS OR OTHER APPLICABLE NON-BANKRUPTCY LAW. ENTITIES HOLDING OR TRADING IN OR OTHERWISE PURCHASING, SELLING OR TRANSFERRING CLAIMS AGAINST THE DEBTOR SHOULD EVALUATE THIS DISCLOSURE STATEMENT ONLY IN LIGHT OF THE PURPOSE FOR WHICH IT WAS PREPARED.**

**THIS DISCLOSURE STATEMENT HAS NOT BEEN APPROVED OR DISAPPROVED BY THE SECURITIES AND EXCHANGE COMMISSION NOR HAS SUCH COMMISSION PASSED UPON THE ACCURACY OR ADEQUACY OF THE STATEMENTS CONTAINED HEREIN.**

**THIS DISCLOSURE STATEMENT WILL NOT BE CONSTRUED TO BE ADVICE ON THE TAX OR OTHER LEGAL EFFECTS OF THE PLAN. EACH CREDITOR SHOULD, THEREFORE, CONSULT WITH ITS OWN LEGAL, BUSINESS, FINANCIAL AND TAX ADVISERS AS TO ANY SUCH MATTERS CONCERNING THE SOLICITATION, THE PLAN OR THE TRANSACTIONS CONTEMPLATED THEREBY.**

Pursuant to the Bankruptcy Code, the Debtor filed a Chapter 11 Plan with the Bankruptcy Court on October 12, 2018 and this disclosure statement was filed therewith. The Bankruptcy Court will schedule a hearing to consider approval of this Disclosure Statement and on confirmation of the Plan (the "Confirmation Hearing") to be held at the United States Bankruptcy Court for the Southern District of Florida, Fort Lauderdale Division, 299 East Broward Boulevard, Room 308, Fort Lauderdale, Florida 33301. At the Confirmation Hearing, the Bankruptcy Court will consider whether this Disclosure Statement and the Plan satisfy the requirements of the Bankruptcy Code, including whether the Plan is in the best interests of the claimants.

To obtain, at your cost, additional copies of this Disclosure Statement or of the Plan, please contact Leiderman Shelomith Alexander + Somodevilla, PLLC, 2699 Stirling Road, Suite C401, Ft. Lauderdale, FL 33312, Phone: (954) 920-5355, Facsimile: (954) 920-5371.

**A. Overview of the Plan**

**THE FOLLOWING IS A BRIEF SUMMARY OF THE TREATMENT OF CLAIMS AND INTERESTS UNDER THE PLAN. THE DESCRIPTION OF THE PLAN SET FORTH BELOW CONSTITUTES A SUMMARY ONLY AND IS QUALIFIED, IN ITS ENTIRETY, BY THE PLAN. CREDITORS AND OTHER PARTIES IN INTEREST ARE URGED TO REVIEW THE MORE DETAILED DESCRIPTION OF THE PLAN CONTAINED IN SECTION IV OF THIS DISCLOSURE STATEMENT AND THE PLAN ITSELF. IN THE EVENT OF ANY INCONSISTENCY BETWEEN THIS DISCLOSURE STATEMENT AND THE PLAN, THE PLAN CONTROLS.**

Chapter 11 is the chapter of the Bankruptcy Code primarily used for business reorganization. The fundamental purpose of a chapter 11 case is to formulate a plan to restructure a debtor's finances so as to maximize recoveries to its creditors. With this purpose in mind, businesses sometimes use chapter 11 as a means to conduct asset sales and other forms of liquidation. Whether the aim is reorganization or liquidation, a chapter 11 plan sets forth and governs the treatment and rights to be afforded to creditors and stockholders with respect to their claims against and equity interests in a debtor's bankruptcy estate.

The Plan divides the Claims against the Debtor into Classes. Certain Claims, in particular, Administrative Claims, remain unclassified in accordance with section 1123(a)(1) of the Bankruptcy Code. The Plan assigns all other Claims and Interests as described below and as defined in the Plan.

<u><b>Class</b></u>	<u><b>Description</b></u>	<u><b>Status</b></u>	<u><b>Voting Status</b></u>
Class 1	Allowed Secured Tangible Personal Property Tax Claim of Broward County Records, Taxes & Treasury Division	Unimpaired.	No.
Class 2	Allowed ABL Credit Facility Claims	Impaired	Yes.
Class 3	Allowed General Unsecured Claims	Impaired.	Yes.
Class 4	Allowed Equity Interests	Impaired.	No. Deemed Rejected.

**B. Voting Instructions**

The Bankruptcy Code entitles only holders of impaired claims or equity interests who receive some distribution under a proposed plan to vote to accept or reject that plan. Claims in Classes 2, 3 and 4 are Impaired under the Plan. Holders of Claims that are Unimpaired under a proposed plan are conclusively presumed to have accepted that plan and are not entitled to vote on it. Holders of classes of Claims or Equity Interests that will receive no distributions under a proposed plan are conclusively presumed to reject that plan and, therefore, also not entitled to vote on it.

Any Ballot not filed in accordance with the filing instructions on the Ballot pertaining to the Plan shall not be counted for voting purposes.

## **II. BACKGROUND OF DEBTOR**

### **A. Background of the Debtor and Commencement of this Chapter 11 Case**

The Debtor is in the business of providing financing by purchasing and servicing retail installment sales contracts originated at franchised automobile dealerships and select independent used car dealerships located throughout Florida. This Chapter 11 filing was precipitated by a large number of defaults of retail installment sales contracts caused by Hurricane Irma, which resulted in the Debtor defaulting on its obligations to its secured lender(s), Bank of America, N.A., administrative and collateral agent for itself and BMO Harris Bank, N.A. (collectively, the “ABL Lenders”).

The Debtor and the ABL Lenders disagreed regarding the reason(s) for the above-referenced default, the application of certain payments made by insider(s) to the Debtor, the purpose of which was to cure or reduce certain overadvances, and the length of time by which the Debtor would be allowed to cure the default. The relationship between the Debtor and the ABL Lenders deteriorated such the Debtor’s management determined that the best method of preserving the going concern value of the company was to seek protection under Chapter 11 of the United States Bankruptcy Code.

### **B. Retained Professionals**

On March 26, 2018, the Debtor filed an application to employ Zach B. Shelomith, Esq., and Leiderman Shelomith Alexander + Somodevilla, PLLC (“LSAS”) as its general bankruptcy counsel. *See* ECF No. 10. The Debtor’s retention of LSAS as its general bankruptcy counsel was approved by this Court on a final basis on April 25, 2018. *See* ECF No. 68.

On March 26, 2018, the Debtor filed an application to employ Douglas J. Jeffrey, Esq., and Douglas J. Jeffrey, P.A. (“DJJ”) as its general and special litigation counsel. *See* ECF No. 11. The Debtor’s retention of DJJ as its general bankruptcy counsel was approved by this Court on a final basis on May 30, 2018. *See* ECF No. 106.

On May 2, 2018, the Debtor filed an application to employ Alan Fyne and Dinnall Fyne & Company, Inc. (“Fyne”) as its accountant. The Debtor’s retention of Fyne was approved by the Court on May 30, 2018. *See* ECF No. 107.

On May 2, 2018, the Debtor filed an application to employ Eric Rubin and Moecker Auctions, Inc. (“Moecker”) as its appraiser. The Debtor’s retention of Moecker was approved by the Court on May 30, 2018. *See* ECF No. 108.

On July 10, 2018, the Debtor filed an application to employ Adam L. Firestein, CPA, Michelle C. Lipson and Marcum LLP (“Marcum”) as its tax and audit financial professional. The Debtor’s retention of Marcum was approved by the Court on August 8, 2018. *See* ECF No. 171.

### **C. The Claims Process**

The Bankruptcy Code provides a procedure for all persons who believe they have a claim against a debtor to assert such claims, so that such claimant can receive distributions from the debtor's bankruptcy case. The bankruptcy court establishes a "bar date" – a date by which creditors must file their claims, or else such creditors will not participate in the bankruptcy case or any distribution. After the filing of all claims, the debtor evaluates such claims and can raise objections to them. These claims objections allow the debtor to minimize claims against it, and thereby maximize the recovery to creditors.

The deadline for filing proofs of Claims or Equity Interests against the Debtor was August 6, 2018.

The Debtor has been reviewing, analyzing and resolving Claims on an ongoing basis as part of the claims reconciliation process. A list of the proofs of claims filed in the Debtor's case prior to the Claims Bar Date in the Debtor's Case is included within the claims analysis, attached hereto as Exhibit "D". Additional claims may be asserted against the Debtor or the creditors may amend their proofs of claims prior to the Confirmation of the Debtor's Plan and the actual aggregate amount of Allowed Claims may differ significantly from the amounts used for the purposes of the Debtor's estimates. Additionally, the Debtor reserves the right to object to all objectionable proofs of claims. Accordingly, the distribution amount that will ultimately be received by any particular holder of an Allowed Claim may be adversely affected by the outcome of the claims resolution process.

### **III. CHAPTER 11 PLAN**

**THE FOLLOWING IS A BRIEF SUMMARY OF CERTAIN OF THE MORE SIGNIFICANT MATTERS CONTEMPLATED BY OR IN CONNECTION WITH THE CONFIRMATION OF THE PLAN. THUS, THE FOLLOWING SUMMARY IS QUALIFIED IN ITS ENTIRETY BY THE PLAN. THIS SUMMARY ONLY HIGHLIGHTS CERTAIN SUBSTANTIVE PROVISIONS OF THE PLAN. CONSIDERATION OF THIS SUMMARY WILL NOT, NOR IS IT INTENDED TO, YIELD A THOROUGH UNDERSTANDING OF THE PLAN. SUCH CONSIDERATION IS NOT A SUBSTITUTE FOR A FULL AND COMPLETE READING OF THE PLAN. ALL HOLDERS OF CLAIMS AND INTERESTS ARE URGED TO REVIEW THE PLAN CAREFULLY. THE PLAN, IF CONFIRMED, WILL BE BINDING ON DEBTOR AND ALL HOLDERS OF CLAIMS AND INTERESTS.**

#### **A. Unclassified Claims**

##### **1. Allowed Administrative Claims.**

##### **a. Ordinary Course Claims.**

These Claims include Allowed Administrative Claims representing liabilities incurred in the ordinary course of business by the Debtor, and do not include Professional Fees and Expense Claims, addressed in Section 2.01(b) below. Subject to (a) the bar date provisions herein and (b) additional requirements for Professionals and certain other Persons set forth herein, each holder

of an Allowed Administrative Claim referenced herein shall receive, in full satisfaction, settlement, release and extinguishment of such Claim, Cash equal to the Allowed amount of such Administrative Claim, unless the Holder agrees or shall have agreed to other treatment of such Claim no less favorable to the Debtor; provided, however, that any Administrative Claim (x) incurred post-petition by the Debtor in the ordinary course of its businesses or (y) arising pursuant to one or more post-petition agreements or transactions entered into by the Debtor with Bankruptcy Court approval, shall be paid or performed in accordance with the terms and conditions of the particular transaction(s) and any agreement(s) relating thereto, or as otherwise agreed by the Debtor or the Plan Administrator, on the one hand, and the Holder of such Administrative Claim, on the other. The Holder of an Allowed Administrative Claim shall not be entitled to, and shall not be paid, any interest, penalty, or premium thereon, and any interest, penalty, or premium asserted with respect to an Administrative Claim shall be deemed disallowed and expunged without the need for any further Order of the Bankruptcy Court.

**b. Professional Fees and Expense Claims.**

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

All entities seeking an award by the Court of Professional Fees and Expenses shall file their respective final applications for allowance of compensation for services rendered and reimbursement of expenses incurred through the Effective Date pursuant to section 330 of the Code and Rule 2016 by the date that is thirty (30) days after the Effective Date or such other date as may be fixed by the Court.

The time for filing objections to applications for allowance and payment of Professional Fees and Expenses, and the date and time for a hearing in respect of such applications and the related objections, if any, shall be set forth in the Confirmation Order or other order of the Court.

Notwithstanding anything herein to the contrary, all Professional Fees and Expenses that are awarded by the Court shall become Allowed Administrative Claims and shall be paid in full on the later of the Effective Date of the Plan, the date on which such Professional Fees and Expense Claim becomes an Allowed Administrative Claim by Final Order of the Court, as soon thereafter as is reasonably practicable, or upon agreement reached between the Debtor and each respective professional. To the extent that Allowed Administrative Claims are not paid in full, in Cash, or through the Debtor Professional Fees Account and/or the Committee Professional Fees Account, on the applicable date set forth above, then any unpaid Allowed Administrative Claims shall be due and owing upon the closing of the Sale of the Loan Portfolio or otherwise from the proceeds of the Runoff of the Loan Portfolio, as set forth below, and shall be afforded a first priority position with respect to such of Sale Proceeds.

## 2. United States Trustee's Fees

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

### B. Treatment of Claims and Interests

#### 1. Class 1 – Allowed Secured Tangible Personal Property Tax Claim of Broward County Records, Taxes & Treasury Division

(a) Description. Class 1 consists of the Allowed Secured Tangible Personal Property Tax Claim of Broward County Records, Taxes & Treasury Division (“Broward County”), against the Debtor’s personal property, in the aggregate amount of \$3,625.65. *See* Proof of Claim No. 3-1.

(b) Treatment. Except to the extent that the Claimant has been paid by the Debtor or some other party prior to the Effective Date or agrees to a different treatment, the Debtor shall pay the Class 1 Claimholder 100% of the Allowed Amount of the Claim on the Effective Date.

(c) Impairment. The Class 1 Claim is Unimpaired and the Class 1 Claimholder is therefore not entitled to vote to accept or reject the Plan.

#### 2. Class 2 – Allowed ABL Credit Facility Claims

(a) Allowance. All ABL Credit Facility Claims shall be Allowed on the Effective Date for all purposes as fully Secured Claims and shall not be subject to any avoidance, reduction, setoff, offset, recoupment, recharacterization, subordination (whether equitable, contractual or otherwise), counterclaim, cross-claim, defense, disallowance, disgorgement, impairment, objection or any other challenge under any applicable law or regulation by any Person, unless as otherwise set forth in the Plan.

(b) Treatment in the Event of Accepting Vote. In the event that the ABL Agent, on behalf of the ABL Lender Parties, votes to accept the Plan, then the ABL Lender Parties shall be treated as set forth in this paragraph. The ABL Agent, on behalf of the ABL Lender Parties, shall receive on account of the Allowed ABL Credit Facility Claims: (i) Cash on the Effective Date in an amount equal to the Allowed ABL Credit Facility Claims, minus the Class 3 Carveout, (ii) all cash and non-cash proceeds of any Sale of the Loan Portfolio or any

other disposition of Collateral at the closing of any such Sale or other disposition, or immediately upon the receipt of any such proceeds, minus the Class 3 Carveout (and not disbursed until the Class 3 Carveout is paid in full), (iii) the Collateral (including pursuant to abandonment, provided that no assets shall be abandoned to the ABL Agent except with prior written consent of the Debtor (or the Plan Administrator) and the ABL Agent), (iv) such other treatment that leaves unaltered the legal, equitable and contractual rights to which the ABL Lender Parties are entitled, notwithstanding the distribution of the Class 3 Carveout, or (v) such other distribution as agreed to by the Debtor (prior to the Effective Date, subject to Bankruptcy Court approval), on the one hand, and the ABL Agent, on the other hand. Payment will be made by wire transfer to the ABL Agent in respect of all Class 2 Claims.

Prior to any disbursement to the ABL Agent on account of any Allowed ABL Credit Facility Claims, the Class 3 Carveout shall be paid in full, on a pro-rata basis to all Holders of Allowed Class 3 Claims, except for any Guarantors, who shall not participate in any Class 3 Carveout. The amount of the Class 3 Carveout shall be up to \$9,000,000.00.

To the extent that all Class 2 Claims are not Paid in Full, the remainder of the Class 2 Claims shall be deemed Class 3 General Unsecured Claims to share in distribution according as provided herein. However, the ABL Lender Parties are not entitled to receive any of the Class 3 Carveout.

(c) Treatment in the Event of Rejecting Vote. In the event that the ABL Agent, on behalf of the ABL Lender Parties, votes to reject the Plan, then the ABL Lender Parties shall be treated as set forth in this paragraph. The ABL Agent, on behalf of the ABL Lender Parties, shall receive on account of the Allowed ABL Credit Facility Claims: (i) all cash and non-cash net proceeds (after payment of the servicing fee set forth in ¶ 7.02(b) below) of any Runoff of the Loan Portfolio or any other similar disposition of Collateral at the closing of any such disposition, or immediately upon the receipt of any such net proceeds, minus the Class 3 Surcharge (and not disbursed until the Class 3 Surcharge is paid in full), (ii) the Collateral (including pursuant to abandonment, provided that no assets shall be abandoned to the ABL Agent except with prior written consent of the Debtor (or the Plan Administrator) and the ABL Agent), (iii) such other treatment that leaves unaltered the legal, equitable and contractual rights to which the ABL Lender Parties are entitled, notwithstanding the distribution of the Class 3 Surcharge, or (iv) such other distribution as agreed to by the Debtor (prior to the Effective Date, subject to Bankruptcy Court approval), on the one hand, and the ABL Agent, on the other hand. Payment will be made by wire transfer to the ABL Agent in respect of all Class 2 Claims.

Prior to any disbursement to the ABL Agent on account of any Allowed ABL Credit Facility Claims, the Class 3 Surcharge shall be paid in full, on a pro-rata basis to all Holders of Allowed Class 3 Claims, except for any Guarantors, who shall not participate in any Class 3 Surcharge. The amount of the Class 3 Surcharge shall be up to \$9,000,000.00. The Debtor and/or the Committee will file a Motion for Surcharge, to be heard at the same time as Confirmation of the Plan.

To the extent that all Class 2 Claims are not Paid in Full, the remainder of the Class 2 Claims shall be deemed Class 3 General Unsecured Claims to share in distribution according as

provided herein. However, the ABL Lender Parties are not entitled to receive any of the Class 3 Surcharge.

(d) No Novation; Preservation of ABL Liens. Neither the Plan nor the Confirmation Order is intended to constitute, and the Plan and the Confirmation Order shall not constitute, a novation, accord and satisfaction, discharge or payment of the ABL Credit Facility Claims or ABL Liens securing same, which shall remain outstanding and effective from and after the Effective Date. Notwithstanding anything to the contrary in the Plan or the Confirmation Order, (i) the ABL Credit Facility Claims shall not be discharged, satisfied, subordinated or released or otherwise affected in whole or in part, and shall remain outstanding from and after the Effective Date, unless as otherwise set forth in the Plan, and (ii) none of the ABL Liens shall be deemed to have been waived, released, satisfied, subordinated or discharged and all of the ABL Liens shall continue in effect as first priority Liens upon and continue to encumber all Collateral to which such ABL Liens have attached at any time prior to the Effective Date and shall continue to enjoy such perfection and priority as such ABL Liens had prior to the Effective Date, unless as otherwise set forth in the Plan. To maintain such perfection and priority from and after the Effective Date, the ABL Agent shall not be required to take any additional steps, including, without limitation, under any applicable state certificate of title statute or regulation; provided, however, that the ABL Agent shall be authorized to take such actions and make such filings in any jurisdiction that the ABL Agent, in its discretion, may deem appropriate to perfect and continue the perfection of its Liens upon the Collateral. All of the Loan Documents shall continue to remain in full force and effect and operate to secure all of the liabilities and obligations of the Debtor. The Debtor, the Reorganized Debtor and the Plan Administrator shall continue to timely provide to the ABL Agent all collateral and financial reporting required by the Cash Collateral Orders unless and until all of the ABL Credit Facility Claims have been Paid in Full.

(e) No Automatic Stay or Injunctions. From and after the occurrence of the Effective Date, and notwithstanding anything to the contrary in the Plan or the Confirmation Order, neither the automatic stay imposed by section 362 of the Bankruptcy Code nor any injunction or exculpation contained in the Plan or the Confirmation Order shall apply to, limit or restrict any of the Claims, rights, remedies, power, privileges or Liens in favor of the ABL Agent or any ABL Lender under or pursuant to any of the Loan Documents.

(f) Impairment. The Class 2 Claims are Impaired and the Class 2 Claimholders are entitled to vote to accept or reject the Plan.

### **3. Class 3 – Allowed General Unsecured Claims**

(a) Description. Class 3 consists of the Allowed General Unsecured Claims. Based on a review of the Debtor's Schedules, the Debtor estimates the aggregate amount of Allowed Class 3 Claims is \$30,546,381.83, not including any Allowed Undersecured Claim(s), if any exist.

(b) Treatment. Except to the extent that the holder of a Claim within Class 3 has been paid prior to the Effective Date, or agrees to a different treatment, each Allowed Class 3 Claim shall be satisfied as follows: (i) first, by payment of the Class 3 Carveout (or Surcharge), on a pro-rata basis to all Holders of Allowed Class 3 Claims, except for any Guarantors, who

shall not participate in any Class 3 Carveout (or Surcharge); and (ii) by the excess proceeds of the Sale of the Loan Portfolio, for which each holder of an Allowed Unsecured Claim shall be paid on a *pro rata* basis with the other holders of Allowed Unsecured Claims in this Class 3. Holders of Allowed Class 3 Claims shall be entitled to a fourth priority position with respect to any Sale Proceeds. Holders of Allowed Class 3 Claims shall also be entitled to any proceeds from Non-Released Avoidance Actions and Non-Released Other Claims, on a *pro rata* basis with the other holders of Allowed Class 3 Claims. Class 3 claims shall be paid after Administrative Claims, Class 1 Claims and Class 2 Claims have been paid in full (except for the payment of the Class 3 Carveout (or Surcharge), which shall be paid prior to the payment of Class 2 Claims).

(c) Impairment. The Class 3 Claims are Impaired and are entitled to vote to accept or reject the Plan.

#### **4. Class 4 – Allowed Equity Interests**

(a) Description. Class 4 consists of the Allowed Equity Interests in the Debtor, which includes interests in any share of preferred stock, common stock or other instrument evidencing ownership interest in the Debtor, whether or not transferable, and any option, warranty, right, contractual or otherwise, to acquire any such interest.

(b) Treatment. The holders of Allowed Equity Interests in the Debtor shall not receive any distribution or value under the Plan on account of such Allowed Equity Interests.

(c) Impairment. The Class 4 Claims are Impaired, but Class 4 Claimholders are not entitled to vote to accept or reject the Plan, as Class 4 Claimholders shall be deemed to have rejected the Plan.

### **C. Distributions Under the Plan**

Except as otherwise provided in Section 4.02 of the Plan:

Subject to Rule 9010, and except as otherwise provided in Section 5.03 of the Plan, all distributions under the Plan shall be made by the Debtor (or the Plan Administrator) to the holder of each Allowed Claim or Allowed Equity Interest at the address of such holder as listed on the Schedules and/or Proof of Claim as of the Effective Date unless the Debtor (or the Plan Administrator) or Reorganized Debtor has been notified in writing of a change of address, including by the filing of a Proof of Claim by such holder that provides an address different from the address reflected on the Schedules.

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

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

No payment of Cash less than One Hundred 00/100 Dollars (\$100.00) shall be made by the Debtor (or the Plan Administrator) to any holder of a Claim unless a request therefore is

made in writing to the Debtor (or the Plan Administrator), or unless the Distribution is a final Distribution.

When any Distribution on account of an Allowed Claim pursuant to the Plan would otherwise result in a Distribution that is not a whole number, the actual distribution shall be rounded as follows: fractions of  $\frac{1}{2}$  or greater shall be rounded to the next higher whole number and fractions of less than  $\frac{1}{2}$  shall be rounded to the next lower whole number. Cash to be distributed pursuant to the Plan shall be adjusted as necessary to account for the rounding provided in Section 5.03(f) of the Plan.

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

Unless otherwise provided herein, all initial Distributions and deliveries to be made on the Effective Date shall be made on the initial Distribution Date. Subsequent Distributions shall be made in accordance with the terms set forth in the Plan.

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

#### **D. Executory Contracts and Unexpired Leases**

##### **1. Treatment of Executory Contracts and Unexpired Leases**

The Code grants the Debtor the power, subject to the approval of the Court, to assume or reject Executory Contracts and unexpired leases. If an Executory Contract or unexpired lease is rejected, the other party to the agreement may file a claim for damages incurred by reason of the rejection. In the case of rejection of leases of real property, such damage claims are subject to certain limitations imposed by the Code.

Pursuant to sections 365(a) and 1123(b)(2) of the Code, all Executory Contracts and unexpired leases between the Debtor and any Person shall be deemed rejected by the Debtor as of the Effective Date, except for any Executory Contract or unexpired lease (i) which previously has been assumed or rejected pursuant to an order of the Court entered prior to the Effective Date, (ii) as to which a motion for approval of the assumption or rejection of such Executory Contract or unexpired lease has been filed and served prior to the Effective Date or (iii) is listed in the Assumed Executory Contract and Unexpired Lease List set forth below. The listing of a document on the Assumed Executory Contract and Unexpired Lease List shall not constitute an admission by the Debtor or Reorganized Debtor that such document is an Executory Contract or an unexpired lease or that the Debtor or Reorganized Debtor have any liability thereunder. **There are no assumed executory contracts or unexpired leases.**

**2. Approval of Assumption or Rejection of Executory Contracts and Unexpired Leases**

Subject to the occurrence of the Effective Date, entry of the Confirmation Order shall constitute (i) the approval, pursuant to sections 365(a) and 1123(b)(2) of the Code, of the assumption of the Executory Contracts and unexpired leases assumed pursuant to Article VI of the Plan and (ii) the approval, pursuant to sections 365(a) and 1123(b)(2) of the Code, of the rejection of the Executory Contracts and unexpired leases rejected pursuant to the Plan.

**3. No Effect Upon Cash Management Agreements**

Notwithstanding anything to the contrary in the Plan, nothing in the Plan, the Confirmation Order or otherwise shall release, alter, amend or have any effect upon the Debtor's agreements with Bank of America, N.A., relating to bank accounts, deposit accounts, cash management, credit cards, or any other Bank Product (as defined in the Loan Agreement), and all of such agreements and obligations of the Debtor thereunder shall remain enforceable according to their terms at all times prior to, on and after the Effective Date.

**4. Cure of Defaults**

To the extent that cure payments are due with respect to an Executory Contract or unexpired lease to be assumed pursuant to the Plan, the amount of such cure payment shall be set forth above. To the extent that the non-debtor party to any Executory Contract or unexpired lease disagrees with the cure amount, such party must file a notice of dispute with the Court and serve such notice on the Debtor by no later than five (5) days prior to the Confirmation Hearing. Except as may otherwise be agreed to by the parties or provided herein, within ninety (90) days after the Effective Date, the Debtor (or the Plan Administrator) shall cure any and all undisputed defaults under any Executory Contract or unexpired lease assumed pursuant to the Plan in accordance with section 365(b)(1) of the Code. Except as otherwise provided herein, all disputed defaults that are required to be cured shall be cured either within ninety (90) days of the entry of a Final Order determining the amount, if any, of the Debtor's or Plan Administrator's liability with respect thereto, or as may otherwise be agreed to by the parties. If there are any objections filed, the Court shall hold a hearing. In the event the Court determines that the cure amount is greater than the cure amount listed by the Debtor (or the Plan Administrator), the Debtor (or the Plan Administrator) may elect to reject the contract or unexpired lease and not pay such greater cure amount.

**5. Bar Date for Filing Proofs of Claim Relating to Executory Contracts and Unexpired Leases Rejected Pursuant to the Plan**

Claims arising out of the rejection of an Executory Contract or unexpired lease pursuant to the Plan must be filed with the Court and/or served upon the Debtor (or the Plan Administrator) or as otherwise may be provided in the Confirmation Order, by no later than thirty (30) days after the later of (i) notice of entry of an order approving the rejection of such Executory Contract or unexpired lease, (ii) notice of entry of the Confirmation Order and (iii) notice of an amendment to the Assumed Executory Contract and Unexpired Lease List. Any Claim not filed within such time will be forever barred from assertion against the Debtor (or the Plan Administrator), the Estate, and their property. Unless otherwise ordered by the Court, all

Claims arising from the rejection of Executory Contracts and unexpired leases shall be treated as Unsecured Claims under the Plan.

**E. Effect of Confirmation**

The Plan will be binding upon and inure to the benefit of Debtor, holders of Claims and Interests in Debtor, and their respective successors and assigns.

**F. Exculpation, Injunction, Release and Limitation of Liability**

**1. Releases by Debtor**

Subject to ¶ III(F)(3) below, effective as of the Effective Date, except (i) for the right to enforce the Plan that remains in effect or becomes effective after the Effective Date or (ii) as otherwise expressly provided in the Plan or in the Confirmation Order, in exchange for good and valuable consideration, including the obligations of the Debtor under the Plan and the contributions of the Released Parties to facilitate and implement the Plan, on and after the Effective Date, the Released Parties (other than the Debtor) shall be deemed conclusively, absolutely, unconditionally, irrevocably and forever released and discharged by the Debtor and the Estate from the Released Claims; provided, that, nothing in this Section shall be construed to release any party or Person from gross negligence, willful misconduct, or intentional fraud as determined by a Final Order.

**2. Releases by Holders of Claims or Interests.**

Subject to ¶ III(F)(3) below, effective as of the Effective Date, except (i) for the right to enforce the Plan that remains in effect or becomes effective after the Effective Date or (ii) as otherwise expressly provided in the Plan or in the Confirmation Order, in exchange for good and valuable consideration, including the obligations of the Debtor under the Plan and the contributions of the Released Parties to facilitate and implement the Plan, to the fullest extent permissible under applicable law, as such law may be extended or integrated after the Effective Date, the Released Parties shall be deemed conclusively, absolutely, unconditionally, irrevocably and forever released, and discharged by the Releasing Parties from the Released Claims and, with respect to the Banks, the Guaranty Claims; provided, that, nothing in this Section shall be construed to release the Released Parties from gross negligence, willful misconduct, or intentional fraud as determined by a Final Order; provided, further, that until the ABL Credit Facility Claims have been Paid in Full, the ABL Lender Parties shall not be deemed to have released any Claims against the Debtor or any Collateral; and provided, further, that, nothing in this Section shall be construed to release any of the Guarantors from the Guarantor Cooperation Obligations (as defined in Section 7.12(g) below) or any Claims between or among any of the ABL Lender Parties for indemnification or otherwise under the Loan Agreement.

**3. Releases in the Event that the ABL Lenders Vote to Reject the Plan**

Notwithstanding the above, in the event that the ABL Agent votes to reject this Plan, on behalf of the ABL Lender Parties, then (a) the Banks shall not be released of any Claims or Causes of Action by the Debtor or any other Releasing Party; and (b) none of the Released Parties shall be released of any Claims or Causes of Action by the Banks, including without

limitation to the Guaranty Claims.

#### **4. Guarantor Cooperation Obligations**

Each Guarantor hereby agrees to cooperate with and provide information to the ABL Agent, the Plan Administrator and the Plan Trustee upon request, including, without limitation, the execution and delivery of such instruments, assignments, or other documents or agreements, and taking such actions, as necessary, appropriate or desirable to give effect to the intent of the Plan; the turnover of requested books and records of the Debtor; providing information and an explanation of historical practices and procedures used by the Debtor; providing passwords, other means of access to, and copies of the Debtor's electronic data and records; and identification of service providers and contractors who have provided services to the Debtor prior to the Effective Date and the terms and conditions of such services. The foregoing continuing obligations of the Guarantors are referred to herein as the "Guarantor Cooperation Obligations."

#### **5. Injunction Related to Confirmation**

Except as otherwise expressly provided in the Plan (including Section 4.02), the Confirmation Order or a separate order of the Court, all Persons who have held, hold or may hold Claims against or Equity Interests in the Debtor, are permanently enjoined, on and after the Effective Date, from (i) commencing or continuing in any manner any Action or other proceeding of any kind with respect to any such Claim or Equity Interest against the Debtor, (ii) enforcing, attaching, collecting or recovering by any manner or means of any judgment, award, decree or order against the Debtor on account of any such Claim or Equity Interest, (iii) creating, perfecting or enforcing any Lien or asserting control of any kind against the Debtor or against the property or interests in property of the Debtor on account of any such Claim or Equity Interest and (iv) asserting any right of setoff, subrogation or recoupment of any kind against any obligation due from the Debtor or against the property or interests in property of the Debtor on account of any such Claim or Equity Interest. Such injunctions shall extend to successors of the Debtor (including, without limitation, the Plan Trustee) and their respective properties and interests in property.

#### **6. Injunction Against Interference With the Plan**

Upon the entry of a Confirmation Order with respect to the Plan, all holders of Claims and Equity Interests and other parties in interest, along with their respective present or former employees, agents, officers, directors, or principals, shall be enjoined from taking any Actions to interfere with the implementation or consummation of the Plan, except with respect to Actions any such entity may take in connection with the pursuit of appellate rights.

#### **G. Causes of Action**

As of the Effective Date, pursuant to section 1123(b)(3)(B) of the Code, any and all Actions accruing to the Debtor and Debtor in Possession, excluding Collateral, but including, without limitation, actions under sections 510, 542, 544, 545, 547, 548, 549, 550, 551 and 553 of the Code, shall become assets of the Liquidation Trust, and the Plan Trustee shall have the

authority to commence and prosecute such Actions for the benefit of the Estate except to the extent that they have been released pursuant to the Plan.

## **H. Retention of Jurisdiction**

Notwithstanding the entry of the Confirmation Order and the occurrence of the Effective Date, the Bankruptcy Court shall have exclusive jurisdiction of all matters arising out of, and related to, this Case and the Plan pursuant to, and for the purposes of, sections 105(a) and 1142 of the Code and for, among other things, the following purposes:

(i) to hear and determine pending applications for the assumption or rejection of Executory Contracts or unexpired leases, if any are pending, and the allowance of Claims resulting therefrom;

(ii) to determine any and all adversary proceedings, motions, applications and contested matters, and other litigated matters pending on the Confirmation Date;

(iii) to hear and determine all Actions, including, without limitation, Actions commenced by the Debtor or any other party in interest with standing to do so, pursuant to sections 505, 542, 543, 544, 545, 547, 548, 549, 550, 551, and 553 of the Code, collection matters related thereto, and settlements thereof, except that with respect to the Loan Portfolio and any other Collateral, the Court's jurisdiction shall not be exclusive;

(iv) to hear and determine any objections to or the allowance, classification, priority, compromise, estimation or payments of any Administrative Claims, Claims or Equity Interests;

(v) to ensure that Distributions to holders of Allowed Claims are accomplished as provided in the Plan;

(vi) to enter and implement such orders as may be appropriate in the event the Confirmation Order is for any reason stayed, revoked, modified or vacated;

(vii) to issue such orders in aid of execution and consummation of the Plan, to the extent authorized by section 1142 of the Code;

(viii) to consider any amendments to or modifications of the Plan, to cure any defect or omission, or to reconcile any inconsistency in the Plan, the Plan Supplement, or any order of the Court, including, without limitation, the Confirmation Order;

(ix) to hear and determine all applications for compensation and reimbursement of expenses of Professionals under sections 330, 331, and 503(b) of the Code;

(x) to hear and determine disputes arising in connection with the interpretation, implementation or enforcement of the Plan;

(xi) to recover all Assets of the Debtor and Property of the Estate, wherever located, except that with respect to the Loan Portfolio and any other Collateral, the Court's jurisdiction shall not be exclusive;

(xii) to determine any Claim of or any liability to a governmental unit that may be asserted as a result of the transactions contemplated herein;

(xiii) to enforce the Plan, the Confirmation Order and any other order, judgment, injunction or ruling entered or made in this Case, including, without limitation, injunction, exculpation and releases provided for in the Plan;

(xiv) to take any action and issue such orders as may be necessary to construe, enforce, implement, execute, and consummate the Plan or to maintain the integrity of the Plan following consummation;

(xv) to hear and determine matters concerning state, local and federal taxes in accordance with sections 346, 505, and 1146 of the Code (including, but not limited to, an expedited determination under section 505(b) of the Code of the tax liability of the Debtor for all taxable periods through the Effective Date for all taxable periods of the Debtor through the liquidation and dissolution of such entity);

(xvi) to hear any other matter not inconsistent with the Code; and

(xvii) to enter a Final Decree closing this Case.

## **I. Objections to Claims**

Except as to applications for allowance of compensation and reimbursement of expenses under sections 330 and 503 of the Code, the Debtor (or the Plan Administrator) shall have the exclusive right to make and file objections to Administrative Claims and General Unsecured Claims subsequent to the Effective Date. All objections shall be litigated to Final Order; *provided, however*, that following the Effective Date, the Debtor (or the Plan Administrator) shall have the authority to compromise, settle, otherwise resolve or withdraw any of its objections without approval of the Court.

Unless otherwise ordered by the Court, the Debtor (or the Plan Administrator) shall file all objections to Claims and serve such objections upon the holder of the Claim as to which the objection is made as soon as is practicable, but in no event later than thirty (30) days after the Effective Date or such later date as may be approved by the Court. The Debtor (or the Plan Administrator) reserves the right to object to Administrative Claims as such claims arise in the ordinary course of business. The Debtor (or the Plan Administrator) shall bear all costs and expenses relating to the investigation and prosecution of Disputed Claims from and after the Effective Date.

## **IV. CONFIRMATION OF THE PLAN**

### **A. Confirmation Hearing**

The Bankruptcy Court shall schedule the Confirmation Hearing to consider approval of this Disclosure Statement and confirmation of the Plan before the United States Bankruptcy Court for the Southern District of Florida, Fort Lauderdale Division, 299 East Broward Boulevard, Room 301, Fort Lauderdale, Florida 33301. The Confirmation Hearing may be adjourned from time to time without notice except as given at the Confirmation Hearing or any

subsequent adjourned Confirmation Hearing. The Bankruptcy Court shall set forth a deadline to file objections, if any, to the approval of this Disclosure Statement or the confirmation of the Plan.

## **B. Confirmation Standards**

For a plan to be confirmed, the Bankruptcy Code requires, among other things, that a plan be proposed in good faith and comply with the applicable provisions of chapter 11 of the Bankruptcy Code. Section 1129 of the Bankruptcy Code also imposes requirements that with respect to each class of claims or interests, such class has accepted the plan or such class is not impaired under the plan, that confirmation of a plan is not likely to be followed by the need for further financial reorganization, that a plan be in the best interest of creditors, and that a plan be fair and equitable with respect to each class of claims or interests which is impaired under the plan. The Bankruptcy Court will confirm a plan only if it finds that all of the requirements enumerated in section 1129 of the Bankruptcy Code have been met. The Debtor believes that the Plan satisfies all of the requirements for confirmation.

## **V. FUNDING AND FEASIBILITY OF THE PLAN**

### **A. Funding of the Plan and Sale or Disposition of the Collateral**

#### **1. With the Consent of the ABL Agent**

In the event that the ABL Agent, on behalf of the ABL Lender Parties, votes to accept the Plan, then the Plan will be implemented as set forth in this paragraph. The Plan will be implemented through a sale of the Collateral, by either an auction sale (the “Auction”), or such other public sale or private sale, pursuant to 11 U.S.C. § 363(f), free and clear of any and all liens, claims and encumbrances, with such liens, claims and encumbrances attaching to the Sale Proceeds, in each case subject to the prior consent of the ABL Agent. The bid procedures for an Auction of the Loan Portfolio are set forth in the attached Exhibit “A”, and shall be approved by the Court prior to Confirmation of the Plan. Any purchaser shall be deemed a good faith purchaser pursuant to 11 U.S.C. § 363(m). The Sale of the Collateral shall take place (and shall be consummated and closed) on the Effective Date of the Plan, unless otherwise agreed in writing by the Debtor and the ABL Agent.

In the Debtor’s discretion, and only with the written approval of the ABL Agent, the Debtor may sell all or part of its Loan Portfolio pursuant to the Sale. In the Debtor’s discretion, and only upon the written approval of the ABL Agent, a minimum reserve sale price (the “Reserve”) for the Sale of the Collateral shall be set, and such Reserve shall not be published or known to bidders. Notwithstanding the bid or bids being equal to or exceeding the Reserve, the Debtor, in its discretion and only upon the written approval of the ABL Agent, and in consultation with the Committee, may cancel the Auction (“Auction Cancellation”).

In the event that the Debtor, with the consent of the ABL Agent, and after consultation with the Committee, determines a winning bid at the Auction, the Sale of the Collateral to the winning bidder shall be consummated no later than fifteen (15) days after entry of an order of the Court approving the Sale, unless otherwise agreed in writing by the Debtor and the ABL Agent.

In the event of an Auction Cancellation, a Plan Administrator, who will be selected by the Debtor with the express consent of the ABL Agent prior to the confirmation of the Plan, will be appointed to administer, collect and dispose of the Collateral on behalf of the Debtor, subject to the consent of the ABL Agent. Prior to the Effective Date, the Debtor will prepare and negotiate an engagement agreement with the Plan Administrator, the terms of which must be acceptable to the ABL Agent in its sole and absolute discretion. Among other things, subject to the consent of the ABL Agent, the Plan Administrator shall (1) be vested with the authority to act on behalf of the Debtor with respect to the Collateral, to sell all or any part of the Loan Portfolio, and to manage the runoff of the Loan Portfolio (the “Runoff”), (2) have the power and authority, on behalf of the Debtor, to hold, manage, sell, and distribute to the ABL Agent Collateral obtained through the exercise of his or her power and authority, (3) have the power and authority to prosecute, settle, and otherwise resolve, in the names and on behalf of the Debtor or its Estate, all claims and causes of action arising out of the Loan Portfolio, (4) have the power and authority to retain and compensate professionals to assist him or her in performing the functions as provided in the Plan and the engagement agreement, (5) have the power and authority to perform or delegate such other functions and services and duties as he or she deems reasonably necessary or appropriate and to enter into contracts with servicers, collection attorneys, repossession contractors and other third parties on behalf of the Debtor, (6) be entitled to seek and obtain any appropriate relief from the Court in connection with implementation of the Plan, and (7) have all of the powers of a Chapter 11 trustee appointed under section 1104 of the Code. If the Plan Administrator retains a third party servicer to manage the Loan Portfolio in connection with a Runoff, then, at the election of the ABL Agent, the contract with such third party servicer shall be collaterally assigned to the ABL Agent to secure the ABL Credit Facility Claims.

The cash proceeds of the Debtor’s Loan Portfolio (whether through an Auction Sale or Runoff) shall be used to pay the claims of Creditors, as set forth in Article IV above, and as follows:

- 1<sup>st</sup> - Administrative Claims;
- 2<sup>nd</sup> - Class 1, Allowed Secured Tangible Personal Property Tax Claim of Broward County Records, Taxes & Treasury Division;
- 3<sup>rd</sup> – Class 3, specifically and only the Class 3 Carveout.
- 4<sup>th</sup> - Class 2, Allowed ABL Credit Facility Claims; and
- 5<sup>th</sup> - Class 3, Allowed General Unsecured Claims.

Except as otherwise provided in the Plan, the Debtor shall be administratively dissolved within fourteen (14) days after all or substantially all of the Collateral has been disposed of by the Plan Administrator. The dissolution of the Debtor shall be effective once the Debtor files a certificate of dissolution (or its equivalent) with the secretary of state or similar official of the jurisdiction of the Debtor’s organization.

## **2. Without the Consent of the ABL Agent**

In the event that the ABL Agent, on behalf of the ABL Lender Parties, votes to reject the Plan, then the Plan will be implemented as set forth in this paragraph. The Plan will be implemented through a Runoff of the Loan Portfolio, by the Debtor. No Plan Administrator will be selected or appointed. The Debtor shall (1) be vested with the authority to sell all or any part of the Loan Portfolio, and to manage the runoff of the Loan Portfolio (the “Runoff”), (2) have the power and authority to hold, manage, sell, and distribute to the ABL Agent Collateral obtained through the exercise of its power and authority, (3) have the power and authority to prosecute, settle, and otherwise resolve all claims and causes of action arising out of the Loan Portfolio, (4) have the power and authority to retain and compensate professionals to assist it in performing the functions as provided in the Plan, (5) have the power and authority to perform or delegate such other functions and services and duties as it deems reasonably necessary or appropriate and to enter into contracts with servicers, collection attorneys, repossession contractors and other third parties, (6) be entitled to seek and obtain any appropriate relief from the Court in connection with implementation of the Plan, and (7) have all of the powers of a Chapter 11 trustee appointed under section 1104 of the Code, other than those powers specifically designed for the Plan Trustee, as set forth herein.

The Debtor shall have the power, in its sole discretion, to retain a third party servicer to manage the Loan Portfolio in connection with a Runoff. Any further reference to the Plan Administrator in the Plan, in the event that the ABL Agent, on behalf of the ABL Lender Parties, votes to reject the Plan, shall instead refer to the Debtor. Any and all costs of administering the Runoff and collecting the Loan Portfolio shall be deducted from the gross proceeds collected by the Debtor, and shall be paid prior to any other fees and costs. The Debtor shall be entitled to a servicing fee of 5%, for administering the Runoff and collecting the Loan Portfolio, of any amounts received by the Debtor as part of the Runoff of the Loan Portfolio.

The net cash proceeds of the Debtor’s Loan Portfolio (after payment of the costs of administration, as set forth above) shall be used to pay the claims of Creditors, as set forth in Article IV above, and as follows:

1<sup>st</sup> - Administrative Claims;

2<sup>nd</sup> - Class 1, Allowed Secured Tangible Personal Property Tax Claim of Broward County Records, Taxes & Treasury Division;

3<sup>rd</sup> – Class 3, specifically and only the Class 3 Surcharge.

4<sup>th</sup> - Class 2, Allowed ABL Credit Facility Claims; and

5<sup>th</sup> - Class 3, Allowed General Unsecured Claims.

Except as otherwise provided in the Plan, the Debtor shall be administratively dissolved within fourteen (14) days after all or substantially all of the Collateral has been disposed of by the Debtor. The dissolution of the Debtor shall be effective once the Debtor files a certificate of dissolution (or its equivalent) with the secretary of state or similar official of the jurisdiction of the Debtor’s organization.

**B. The Plan Trustee's Disposition of Non-Collateral**

Solely with respect to Non-Collateral, on the Effective Date of the Plan, a Plan Trustee will be appointed pursuant to a Liquidation Trust Agreement, and the Plan Trustee shall thereafter assume all of the Debtor's rights, obligations and liabilities under the Plan with respect to Non-Collateral. Except as otherwise provided in the Plan or the Confirmation Order, on the Effective Date of the Plan, all Non-Collateral shall be vested in the Plan Trustee. The primary role of the Plan Trustee will be to: i) perform all actions necessary to wind down the business and liquidate any Non-Collateral pursuant to the Liquidation Trust Agreement; ii) except as provided for in the Plan, prosecute all Non-Released Actions, Non-Released Other Claims, and objections to Claims, if in the best interest of the Debtor's estate and its creditors; iii) close the Bankruptcy Case; iv) pay any and all U.S. Trustee's Fees and expenses relating the administration of the Sale of the Assets; v) prepare and file post-confirmation quarterly reports; and vi) do anything necessary, related or incidental to the foregoing. For the avoidance of doubt, the Plan Trustee shall have no authority over Collateral, but shall cooperate with the Plan Administrator with respect to the Plan Administrator's efforts to sell or otherwise dispose of the Collateral.

**C. Best Interests Test and Liquidation Analysis**

Notwithstanding acceptance of the Plan by each Impaired Class, in order to confirm the Plan, the Bankruptcy Court must determine that the Plan is in the best interests of each holder of a Claim or Interest in any such Impaired Class who has not voted to accept the Plan. Accordingly, if an Impaired Class does not unanimously accept the Plan, the best interests test requires the Bankruptcy Court to find that the Plan provides to each member of such Impaired Class a recovery on account of the Class member's Claim or Interest that has a value, as of the Effective Date, at least equal to the value of the distribution that each such Class member would receive if Debtor were liquidated under Chapter 7 of the Bankruptcy Code on such date.

To estimate what members of each Impaired Class of unsecured creditors and equity security holders would receive if Debtor were liquidated under Chapter 7, the Bankruptcy Court must first determine the aggregate dollar amount that would be generated from Debtor's Assets if this Chapter 11 Case were converted to a Chapter 7 case under the Bankruptcy Code and the Assets were liquidated by a Trustee in bankruptcy (the "Liquidation Value" of such Assets). The Liquidation Value would consist of the net proceeds from the disposition of Debtor's Assets and would be augmented by any Cash held by Debtor.

Since the Plan is a liquidating plan, the Distributions under the Plan will provide at least the same recovery to holders of Allowed Claims against the Debtor on account of such Allowed Claims as would distributions by a Chapter 7 Trustee. In fact, the Debtor and the ABL Agent will have selected an appropriate Plan Administrator with the requisite expertise necessary to ensure the highest distribution to holders of Allowed Claims.

**VI. ALTERNATIVES TO THE PLAN**

Although this Disclosure Statement is intended to provide information to assist a Claim or Equity Interest holder in determining whether to vote for or against the Plan, a summary of the alternatives to confirmation of the Plan may be helpful.

If the Plan is not confirmed, the following alternatives are available: (i) confirmation of another chapter 11 plan; (ii) conversion of this Chapter 11 Case to Case under Chapter 7 of the Bankruptcy Code; or (iii) dismissal of this Chapter 11 Case, leaving creditors and interest holders to pursue available non-bankruptcy remedies.

The alternatives to the Plan are very limited and not likely to maximize the value of the assets of this Estate. The Debtor believes that conversion of this Chapter 11 Case to Chapter 7 Case would result in (i) significant delays in distributions to creditors who would have received a distribution under the Plan; and (ii) little to no recovery for unsecured creditors due to the value of the Assets, the cost to liquidate same, the estimated Chapter 7 and Chapter 11 administrative expenses and the secured debts. If the Chapter 11 Case is dismissed, the creditors would be free to pursue non-bankruptcy remedies in their attempts to satisfy claims against the Debtor. Although the Debtor could theoretically file a new plan, the Debtor believes that confirmation of the Plan is preferable to all other alternatives.

## **VII. RECOMMENDATION OF CONFIRMATION**

For all of the above reasons, the Debtor urges all holders of impaired claims to cast a Ballot voting in favor of the Plan on or before the Ballot Deadline.

**Dated: October 12, 2018**

**SUMMIT FINANCIAL CORP., DEBTOR-IN-POSSESSION**

By:   
David Wheeler, Vice President

Submitted by:

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***Counsel for the Debtor***

# **EXHIBIT A**

## **PROPOSED CHAPTER 11 PLAN OF SUMMIT FINANCIAL CORP.**

UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF FLORIDA  
Fort Lauderdale Division  
[www.flsb.uscourts.gov](http://www.flsb.uscourts.gov)

In re:

Case No. 18-13389-BKC-RBR

SUMMIT FINANCIAL CORP.,

Chapter 11

Debtor.

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**CHAPTER 11 PLAN OF SUMMIT FINANCIAL CORP.**

**Submitted on October 12, 2018 by:**

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Exhibit "A"

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**SUMMIT FINANCIAL CORP.'S CHAPTER 11 PLAN**

Summit Financial Corp. ("Summit" or the "Debtor") proposes the following Chapter 11 Plan under 11 U.S.C. § 1121(b).

**ARTICLE I****DEFINITIONS**

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

**"ABL Agent"** shall mean Bank of America, N.A., in its capacity as administrative and collateral agent under the Loan Agreement.

**"ABL Credit Facility"** shall mean the credit facility established pursuant to the Loan Agreement.

**"ABL Credit Facility Claims"** shall mean on any date, all Obligations outstanding on such date under (and as defined in) the Loan Agreement, including, without limitation, all principal, pre-petition and post-petition interest (notwithstanding Section 5.10 of the Plan), and in respect of letters of credit.

**"ABL Lender Parties"** shall mean the ABL Agent and the ABL Lenders.

**"ABL Lenders"** shall mean the Lenders under (and as defined in) the Loan Agreement.

**"ABL Liens"** shall mean all Liens, security interests, setoff rights, and encumbrances at any time now or hereafter existing or granted by the Debtor (or, after the Effective Date, any Reorganized Debtor) or any other Person, or in any Cash Collateral Order, to secure any of the ABL Credit Facility Claims.

**"Action(s)"** shall mean all actions that a trustee or debtor-in-possession is empowered to bring pursuant to the Code, including, without limitation, any cause of action, lawsuit, adversary proceeding, contested matter, claim objection, Avoidance Action, or right of the Debtor or the Estate against any Person.

**"Administrative Claim"** shall mean a claim for payment of an administrative expense under section 503 of the Code that is entitled to priority under section 507(a)(1) of the Code and any fees or charges assessed against the Estate pursuant to 28 U.S.C. § 1930.

**"Administrative Claimant"** shall mean the holder of an Administrative Claim.

**"Allowed ABL Credit Facility Claims"** means all of the ABL Credit Facility Claims, each of which is Allowed pursuant to the terms of the Plan, in an aggregate amount not less than \$94,367,138.23, *plus* (i) interest and unused line fees from and after August 1, 2018, at the rates

Exhibit "A"

and in the amounts provided in the Loan Agreement, (ii) out-of-pocket legal and other professional fees, costs and expenses from and after August 1, 2018, and (iii) field examination and miscellaneous expenses accruing on and after June 30, 2018, *minus* cash adequate protection payments received by the ABL Agent and applied to the ABL Credit Facility Claims between August 13, 2018, and the Effective Date.

***“Allowed Amount”*** shall mean with respect to a Claim, (a) the amount of a Claim that was listed in the Debtor’s Schedules (as originally filed in this Case) as not disputed, contingent or unliquidated, if the holder of such Claim has not filed a proof of claim with the Court within the applicable period of limitation fixed by the Court pursuant to Rule 3003(c)(3) of the Rules, or (b) if a holder of a Claim has filed a Proof of Claim with the Court within the applicable period of limitation fixed by the Court pursuant to 3003(c)(3) of the Rules: (i) the amount stated in such proof of claim or in the Schedules if no objection to such proof of claim or amount listed in the Schedules has been interposed within the applicable period of limitation fixed by the Code or Rules, or as otherwise fixed by the Court, or (ii) such amount as shall be fixed by an order of the Court which has become a Final Order, if an objection has been interposed within the applicable period of limitation fixed by the Code, the Rules, or the Court, or (c) with respect to a Fee Request, such amount as shall be fixed by an order of the Court which has become a Final Order. In no event shall the Allowed Amount of any Priority Claim or Unsecured Claim include interest accrued on such Claim after the Filing Date for Claims in this Case.

***“Allowed Claim”*** shall mean any Claim which is not a Disputed Claim for which an Allowed Amount has been finally determined in such Allowed Amount.

***“Allowed General Unsecured Claim”*** shall mean an Allowed Claim, not entitled to priority, which arose or which is deemed to have arisen prior to the Petition Date 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.

***“Allowed Priority Tax Claim”*** shall mean an Allowed Claim (other than an Administrative Claim or Priority Claim) that is entitled to priority under section 507(a)(8) of the Code.

***“Allowed Unsecured Priority Claim”*** shall mean an Allowed Claim that is entitled to priority (other than a Priority Tax Claim) under section 507 of the Code.

***“Allowed Secured Claim”*** shall mean an Allowed Claim for which a Claimant asserts, or upon objection is determined by a Final Order to hold, a valid, perfected and enforceable lien, security interest or other interest or encumbrance in property, including post-petition interest and attorney fees to the extent allowable and applicable, in which the Debtor has an interest not subject to avoidance or subordination under the Code or applicable non-bankruptcy law, or an Allowed Claim for which a Claimant asserts a setoff under section 553 of the Code, but in any event only to the extent of the value, determined in accordance with section 506(a) of the Code,

of the Claimant's interest in the Debtor's interest in the property or to the extent of the amount subject to such setoff as the case may be.

**"Article"** shall mean one of the numbered Articles of the Plan.

**"Assets"** shall mean all of the right, title, and interest of the Debtor in and to Property of the Estate, whether tangible or intangible.

**"Avoidance Action(s)"** shall mean the Actions pursuant to Chapter 5 of the Code, including, without limitation, rights to recover property or money pursuant to sections 542-553 of the Code.

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

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

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

**"Case"** shall mean this Chapter 11 Case No. 18-13389-BKC-RBR, pending before the United States Bankruptcy Court for the Southern District of Florida, Fort Lauderdale Division.

**"Cash"** shall mean legal tender of the United States of America.

**"Cash Collateral Order"** shall mean and include, collectively, the Agreed Interim Order Granting Debtor's Emergency Motion for Authority to Use Cash Collateral, Granting Adequate Protection and Notice of Final Hearing [Docket No. 36], the Second Agreed Interim Order Granting Debtor's Emergency Motion for Authority to Use Cash Collateral, Granting Adequate Protection and Notice of Final Hearing [Docket No. 70], the Third Agreed Interim Order Granting Debtor's Emergency Motion for Authority to Use Cash Collateral, Granting Adequate Protection and Notice of Final Hearing [Docket No. 111], the Fourth Agreed Interim Order Granting Debtor's Emergency Motion for Authority to Use Cash Collateral, Granting Adequate Protection and Notice of Final Hearing [Docket No. 125], the Fifth Agreed Interim Order Granting Debtor's Emergency Motion for Authority to Use Cash Collateral, Granting Adequate Protection and Notice of Final Hearing [Docket No. 165], the Sixth Agreed Interim Order Granting Debtor's Emergency Motion for Authority to Use Cash Collateral, Granting Adequate Protection and Notice of Final Hearing [Docket No. 180], the Seventh Agreed Interim Order Granting Debtor's Emergency Motion for Authority to Use Cash Collateral, Granting Adequate Protection and Notice of Final Hearing [Docket No. 189], and any subsequent interim or final order authorizing the Debtor to use cash collateral.

Exhibit "A"

**“Claim”** shall mean (a) a right to payment, whether or not such right is reduced to judgment, liquidated, unliquidated, fixed or contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, or unsecured; (b) a right to an equitable remedy for breach of performance if such breach gives rise to a right to payment, whether or not such right to an equitable remedy is reduced to judgment, fixed, contingent, matured, unmatured, disputed, undisputed, secured, or unsecured; (c) without limiting the generality of the foregoing, all Administrative Claims, Priority Claims, Secured Claims, and Unsecured Claims.

**“Claims Bar Date”** shall mean the last date for creditors to file Proofs of Claims in this Case as established by the Bankruptcy Court. The Bankruptcy Court had set August 6, 2018 as the deadline for creditors to file Proofs of Claims in this Case. Therefore, the deadline for any creditor of the Debtor (other than a governmental unit) or equity security holder of the Debtor whose claims or interest is not scheduled or is scheduled as disputed, contingent, or unliquidated, to file a proof of claim or interest in the Case was August 6, 2018.

**“Class”** shall mean a group of Claims classified together pursuant to Article IV of the Plan.

**“Class 3 Carveout”** shall mean a carve-out from the cash proceeds of any Sale of the Loan Portfolio or any other disposition of Collateral, to be paid at the closing of any such Sale or other disposition, or immediately upon the receipt of any such proceeds, to be paid on a pro-rata basis to all Holders of Allowed Class 3 Claims, except for any Guarantors, who shall not participate in any Class 3 Carveout. The amount of the Class 3 Carveout shall be up to \$9,000,000.00.

**“Class 3 Surcharge”** shall mean a surcharge, pursuant to 11 U.S.C. § 506(c), from the cash proceeds of any Sale of the Loan Portfolio or any other disposition of Collateral, to be paid at the closing of any such Sale or other disposition, or immediately upon the receipt of any such proceeds, to be paid on a pro-rata basis to all Holders of Allowed Class 3 Claims, except for any Guarantors, who shall not participate in any Class 3 Surcharge. The amount of the Class 3 Surcharge shall be up to \$9,000,000.00.

**“Code”** shall mean the Bankruptcy Code, 11 U.S.C. §§ 101 et. seq.

**“Collateral”** shall mean and include (i) all property described and defined as Collateral in the Loan Agreement, and (ii) all property described and defined as Collateral securing the ABL Credit Facility Claims in any Cash Collateral Order, in each case whenever and wherever arising, acquired or existing, and including, without limitation, the Loan Portfolio and all cash and non-cash proceeds thereof.

**“Committee Professional Fees Account”** shall have the same definition and meaning as set forth in the Court’s Fourth Agreed Interim Order Granting Debtor’s Emergency Motion for Authority to Use Cash Collateral, Granting Adequate Protection and Notice of Final Hearing [ECF No. 125].

**“Confirmation”** shall mean the entry by the Court of the Confirmation Order.

Exhibit "A"

**“Confirmation Date”** shall mean the date on which the Clerk of the Court enters the Confirmation Order on the Docket.

**“Confirmation Order”** shall mean the order entered by the Court confirming the Plan, which shall contain such provisions as the Proponent desires and shall otherwise be in a form and substance satisfactory to the Proponent.

**“Court”** shall mean the United States Bankruptcy Court for the Southern District of Florida, including any Bankruptcy Judge thereof, and any court having competent jurisdiction to hear appeals from the Bankruptcy Judges thereof.

**“Creditor”** shall mean any Person holding a Claim, including Administrative Claimants and Claims of the kind specified in sections 502(b), 502(h), and 502(i) of the Code, and such Person’s heirs, successors, assigns, executors, and personal representatives.

**“Debtor or Debtor-in-Possession”** shall mean Summit Financial Corp. Any reference to the **“Debtor”** shall also include the Debtor in its capacity as a debtor-in-possession in this Case and the Liquidated Debtor after the Effective Date.

**“Debtor Professional Fees Account”** shall have the same definition and meaning as set forth in the Court’s Fourth Agreed Interim Order Granting Debtor’s Emergency Motion for Authority to Use Cash Collateral, Granting Adequate Protection and Notice of Final Hearing [ECF No. 125].

**“Disputed Claim”** shall mean any Claim for which an Allowed Amount has not yet been determined, and with respect to which an objection has been interposed on or prior to the Confirmation Date or such other date as may be fixed by the Court and which objection has not been withdrawn or determined by a Final Order, or which is listed on the Schedules as disputed, contingent or unliquidated.

**“Disputed Claim Amount”** shall mean the Amount of any Disputed Claim.

**“Disputed Claims Reserve”** shall have the meaning set forth in Section 5.03 of the Plan.

**“Distribution”** shall mean funds to be paid to holders of Claims pursuant to Article II, Article IV and Article V of the Plan.

**“Distribution Date”** shall mean the dates upon which Distributions may be made pursuant to Article V of the Plan.

**“Docket”** shall mean the docket maintained in this Case by the Clerk of the Court.

**“Effective Date”** shall mean the earliest date on which all of the conditions precedent in Section 8.02 of the Plan have been satisfied or effectively waived.

**“Equity Interest(s)” or “Interest(s)”** shall mean any ownership or equity interest in the Debtor, including without limitation, interests evidenced by common or preferred stock.

**“Estate”** shall mean the Estate created in this Case pursuant to section 541 of the Code.

**“Executory Contract”** shall mean a contract or unexpired lease to which the Debtor is a party and that is executory within the meaning of section 365 of the Code.

**“Final Order”** shall mean an order or judgment of the Court as entered on the Docket that has not been reversed, stayed, modified, or amended, and respecting which the time to appeal, petition for certiorari or seek re-argument, review or rehearing has expired, and as to which no appeal, re-argument, petition for certiorari, review or rehearing is pending, or as to which any right to appeal, re-argue, petition for certiorari or seek review or rehearing has been waived in writing in a manner satisfactory to the Proponent, or, if any appeal, re-argument, petition for certiorari, review or rehearing thereof has been denied, the time to take further appeal or to seek certiorari or further rehearing, review or re-argument has expired. If any provision of the Plan requires the entry of a Final Order as a condition to the occurrence or performance of an act, the Proponent may waive such requirement in accordance with the Plan.

**“General Undersecured Claim(s)”** shall mean the amount of a prepetition Secured Claim that exceeds the value of the collateral securing that Claim and is therefore unsecured.

**“General Unsecured Claim”** shall mean any Claim against the Estate of the Debtor other than an Administrative Claim, a Secured Claim, or an Allowed Unsecured Priority Claim, and shall include any General Unsecured Claim(s).

**“Guarantor”** shall mean and include Alvin Wheeler, David Wheeler and Scott Wheeler.

**“Impaired”** shall mean an Allowed Claim that is Impaired within the meaning of section 1124 of the Code.

**“Late Filed Claim(s)”** shall mean a Claim filed in the Case after the Claims Bar Date established in the Case.

**“Lien(s)”** shall mean a charge against or interest in any item of Property of the Estate to secure payment of a debt or performance of an obligation.

**“Loan Agreement”** shall mean the Third Amended and Restated Loan and Security Agreement dated as of February 14, 2017, between the Debtor, the ABL Agent and the ABL Lenders, as amended, modified, or supplemented from time to time.

**“Loan Documents”** shall have the meaning ascribed to such term in the Loan Agreement.

**“Loan Portfolio”** shall mean any and all automobile loans owned by the Debtor in the ordinary course of its business, existing on the Effective Date of this Plan.

**"Non-Collateral"** shall mean Property of the Estate that does not constitute Collateral.

**"Paid in Full"** shall have the same meaning, with respect to the ABL Credit Facility Claims, as the defined term "Payment in Full" in the Loan Agreement.

**"Person(s)"** shall mean any individual, sole proprietorship, partnership (general or limited), joint venture, trust, unincorporated organization, association, corporation, institution, entity, or government (whether federal, state, county, city, municipal or otherwise, including, without limitation, any instrumentality, division, agency, body, political subdivision or department thereof).

**"Petition Date"** and/or **"Filing Date"** shall mean March 23, 2018, the Date on which the Debtor commenced its Case by filing a voluntary petition under Chapter 11 of the Code.

**"Plan"** shall mean this Chapter 11 Plan in the present form or as it may be modified, amended, or supplemented from time to time.

**"Post-Petition Interest"** shall mean all interest accrued but unpaid after the Petition Date on any Allowed Claim, which shall be calculated based upon the rate set forth in any contract (including any default rate, if applicable and authorized under the Code) evidencing the Claim and, if no such rate is set forth therein, then the legal rate of interest, which for purposes of this Plan shall mean the federal judgment rate of interest in effect on the Effective Date.

**"Pre-Petition"** shall mean prior to the Petition Date.

**"Priority Claim"** shall mean a Claim that is entitled to priority (other than a Priority Tax Claim) under section 507 of the Code.

**"Priority Tax Claim"** shall mean a Claim (other than an Administrative Claim or Priority Claim) that is entitled to priority under section 507(a)(8) of the Code.

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

**"Professional"** shall mean any professional employed in this Case pursuant to sections 327, 328 or 1103 of the Code or otherwise pursuant to an order of the Court.

**"Property of the Estate"** shall mean the property defined in section 541 of the Code.

**“Proponent”** shall mean the Debtor, the proponent of the Plan.

**“Rejected Contract”** shall mean an Executory Contract that is rejected at any time during this Case or pursuant to Article VI of the Plan.

**“Rejection Claim”** shall mean a Claim arising under section 502(g) of the Code in its Allowed Amount.

**“Reorganized Debtor”** shall mean Summit Financial Corp., as reorganized, on or after the Effective Date.

**“Rules”** shall mean the Federal Rules of Bankruptcy Procedure.

**“Sale”** shall mean the sale of the Debtor’s Loan Portfolio, as contemplated by this Plan and sale motion filed contemporaneously with the filing of this Plan.

**“Sale Proceeds”** shall mean the proceeds derived from the Sale of the Debtor’s Loan Portfolio, as contemplated by this Plan.

**“Schedules”** or **“Amended Schedules”** shall mean the Schedules and any Amended Schedules of Assets and liabilities filed or which may be filed by the Debtor with the Court in this Case.

**“Section”** shall mean a numbered subsection of any Article of the Plan.

**“Secured Claim”** shall mean a Claim secured by a Lien on property in which the Estate has an interest or that is subject to set-off under section 553 of the Code to the extent of the value of the interest attributable to such Claim in the Estate’s interest in such property or to the extent of the amount subject to set-off.

**“Secured Creditor”** shall mean the holder of a Secured Claim.

**“Substantial Consummation”** shall mean that the Plan shall be deemed to be substantially consummated under sections 1101 and 1127(b) of the Code.

**“Unimpaired”** shall mean an Allowed Claim that is not Impaired within the meaning of section 1124 of the Code.

**“U.S. Trustee’s Fees”** shall consist of those fees due to the United States Trustee as required pursuant to 28 U.S.C. § 1930(a)(6).

**“Rules of Construction and Interpretation”**

The following rules of construction shall be applicable for all purposes of the Plan unless the context clearly requires otherwise:

Exhibit "A"

(a) The terms “include”, “including”, and similar terms shall be construed as if followed by the phrase “without being limited to”.

(b) Words of masculine, feminine, or neutral gender shall mean and include the correlative words of the other genders, and words importing the singular number shall mean and include the plural number, and vice-versa.

(c) All article, section, and exhibit or appendix captions are used for convenience and reference only, and in way define, limit, or describe the scope or intent of, or in any way affect, any such article, section, exhibit, or appendix.

## ARTICLE II

### **TREATMENT OF UNCLASSIFIED CLAIMS: ADMINISTRATIVE CLAIMS, PRIORITY CLAIMS AND UNITED STATES TRUSTEE’S FEES**

The following Allowed Administrative Claims, Allowed Priority Claims and United States Trustee’s Fees are Unimpaired under the Plan and will be treated as set forth below. The Debtor will request by separate pleading that the Court set an administrative claims bar date, and the confirmation order of this plan will provide for such claims bar date.

#### **2.01 Allowed Administrative Claims**

##### **a. Ordinary Course Claims.**

These Claims include Allowed Administrative Claims representing liabilities incurred in the ordinary course of business by the Debtor, and do not include Professional Fees and Expense Claims, addressed in Section 2.01(b) below. Subject to (a) the bar date provisions herein and (b) additional requirements for Professionals and certain other Persons set forth herein, each holder of an Allowed Administrative Claim referenced herein shall receive, in full satisfaction, settlement, release and extinguishment of such Claim, Cash equal to the Allowed amount of such Administrative Claim, unless the Holder agrees or shall have agreed to other treatment of such Claim no less favorable to the Debtor; provided, however, that any Administrative Claim (x) incurred post-petition by the Debtor in the ordinary course of its businesses or (y) arising pursuant to one or more post-petition agreements or transactions entered into by the Debtor with Bankruptcy Court approval, shall be paid or performed in accordance with the terms and conditions of the particular transaction(s) and any agreement(s) relating thereto, or as otherwise agreed by the Debtor or the Plan Administrator, on the one hand, and the Holder of such Administrative Claim, on the other. The Holder of an Allowed Administrative Claim shall not be entitled to, and shall not be paid, any interest, penalty, or premium thereon, and any interest, penalty, or premium asserted with respect to an Administrative Claim shall be deemed disallowed and expunged without the need for any further Order of the Bankruptcy Court.

##### **b. Professional Fees and Expense Claims.**

Compensation of professionals and reimbursement of expenses incurred by professionals are Administrative Claims pursuant to sections 503(b)(2), 503(b)(3), 503(b)(4) and 503(b)(5) of

Exhibit "A"

the Code (the “Professional Fees and Expenses Claims”). All payments to Professionals for Professional Fees and Expenses Claims will be made in accordance with the procedures established by the Code, the Rules and the Court relating to the payment of interim and final compensation for services rendered and reimbursement of expenses. The Court will review and determine all applications for compensation for services rendered and reimbursement of expenses.

All entities seeking an award by the Court of Professional Fees and Expenses shall file their respective final applications for allowance of compensation for services rendered and reimbursement of expenses incurred through the Effective Date pursuant to section 330 of the Code and Rule 2016 by the date that is thirty (30) days after the Effective Date or such other date as may be fixed by the Court.

The time for filing objections to applications for allowance and payment of Professional Fees and Expenses, and the date and time for a hearing in respect of such applications and the related objections, if any, shall be set forth in the Confirmation Order or other order of the Court.

Notwithstanding anything herein to the contrary, all Professional Fees and Expenses that are awarded by the Court shall become Allowed Administrative Claims and shall be paid in full on the later of the Effective Date of the Plan, the date on which such Professional Fees and Expense Claim becomes an Allowed Administrative Claim by Final Order of the Court, as soon thereafter as is reasonably practicable, or upon agreement reached between the Debtor and each respective professional. To the extent that Allowed Administrative Claims are not paid in full, in Cash, or through the Debtor Professional Fees Account and/or the Committee Professional Fees Account, on the applicable date set forth above, then any unpaid Allowed Administrative Claims shall be due and owing upon the closing of the Sale of the Loan Portfolio or otherwise from the proceeds of the Runoff of the Loan Portfolio, as set forth below, and shall be afforded a first priority position with respect to such of Sale Proceeds.

## **2.02 United States Trustee’s Fees.**

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

**ARTICLE III****CLASSIFICATION OF CLAIMS**

For purposes of this Plan, the Classes of Claims against or in the Debtor shall be as follows:

<b><u>Class</u></b>	<b><u>Description</u></b>	<b><u>Status</u></b>	<b><u>Voting Status</u></b>
Class 1	Allowed Secured Tangible Personal Property Tax Claim of Broward County Records, Taxes & Treasury Division	Unimpaired.	No.
Class 2	Allowed ABL Credit Facility Claims	Impaired.	Yes.
Class 3	Allowed General Unsecured Claims	Impaired.	Yes.
Class 4	Allowed Equity Interests	Impaired.	No. Deemed Rejected.

**ARTICLE IV****TREATMENT AND PRIORITY OF PAYMENT OF CLASSIFIED CLAIMS****4.01 Class 1 – Allowed Secured Tangible Personal Property Tax Claim of Broward County Records, Taxes & Treasury Division**

(a) Description. Class 1 consists of the Allowed Secured Tangible Personal Property Tax Claim of Broward County Records, Taxes & Treasury Division (“Broward County”), against the Debtor’s personal property, in the aggregate amount of \$3,625.65. *See* Proof of Claim No. 3-1.

(b) Treatment. Except to the extent that the Claimant has been paid by the Debtor or some other party prior to the Effective Date or agrees to a different treatment, the Debtor shall pay the Class 1 Claimholder 100% of the Allowed Amount of the Claim on the Effective Date.

(c) Impairment. The Class 1 Claim is Unimpaired and the Class 1 Claimholder is therefore not entitled to vote to accept or reject the Plan.

**4.02 Class 2 – Allowed ABL Credit Facility Claims**

(a) Allowance. All ABL Credit Facility Claims shall be Allowed on the Effective Date for all purposes as fully Secured Claims and shall not be subject to any avoidance, reduction, setoff, offset, recoupment, recharacterization, subordination (whether equitable, contractual or otherwise), counterclaim, cross-claim, defense, disallowance, disgorgement, impairment, objection or any other challenge under any applicable law or regulation by any Person, unless as otherwise set forth in this Plan.

Exhibit "A"

(b) Treatment in the Event of Accepting Vote. In the event that the ABL Agent, on behalf of the ABL Lender Parties, votes to accept this Plan, then the ABL Lender Parties shall be treated as set forth in this paragraph. The ABL Agent, on behalf of the ABL Lender Parties, shall receive on account of the Allowed ABL Credit Facility Claims: (i) Cash on the Effective Date in an amount equal to the Allowed ABL Credit Facility Claims, minus the Class 3 Carveout, (ii) all cash and non-cash proceeds of any Sale of the Loan Portfolio or any other disposition of Collateral at the closing of any such Sale or other disposition, or immediately upon the receipt of any such proceeds, minus the Class 3 Carveout (and not disbursed until the Class 3 Carveout is paid in full), (iii) the Collateral (including pursuant to abandonment, provided that no assets shall be abandoned to the ABL Agent except with prior written consent of the Debtor (or the Plan Administrator) and the ABL Agent), (iv) such other treatment that leaves unaltered the legal, equitable and contractual rights to which the ABL Lender Parties are entitled, notwithstanding the distribution of the Class 3 Carveout, or (v) such other distribution as agreed to by the Debtor (prior to the Effective Date, subject to Bankruptcy Court approval), on the one hand, and the ABL Agent, on the other hand. Payment will be made by wire transfer to the ABL Agent in respect of all Class 2 Claims.

Prior to any disbursement to the ABL Agent on account of any Allowed ABL Credit Facility Claims, the Class 3 Carveout shall be paid in full, on a pro-rata basis to all Holders of Allowed Class 3 Claims, except for any Guarantors, who shall not participate in any Class 3 Carveout. The amount of the Class 3 Carveout shall be up to \$9,000,000.00.

To the extent that all Class 2 Claims are not Paid in Full, the remainder of the Class 2 Claims shall be deemed Class 3 General Unsecured Claims to share in distribution according as provided herein. However, the ABL Lender Parties are not entitled to receive any of the Class 3 Carveout.

(c) Treatment in the Event of Rejecting Vote. In the event that the ABL Agent, on behalf of the ABL Lender Parties, votes to reject this Plan, then the ABL Lender Parties shall be treated as set forth in this paragraph. The ABL Agent, on behalf of the ABL Lender Parties, shall receive on account of the Allowed ABL Credit Facility Claims: (i) all cash and non-cash net proceeds (after payment of the servicing fee set forth in ¶ 7.02(b) below) of any Runoff of the Loan Portfolio or any other similar disposition of Collateral at the closing of any such disposition, or immediately upon the receipt of any such net proceeds, minus the Class 3 Surcharge (and not disbursed until the Class 3 Surcharge is paid in full), (ii) the Collateral (including pursuant to abandonment, provided that no assets shall be abandoned to the ABL Agent except with prior written consent of the Debtor (or the Plan Administrator) and the ABL Agent), (iii) such other treatment that leaves unaltered the legal, equitable and contractual rights to which the ABL Lender Parties are entitled, notwithstanding the distribution of the Class 3 Surcharge, or (iv) such other distribution as agreed to by the Debtor (prior to the Effective Date, subject to Bankruptcy Court approval), on the one hand, and the ABL Agent, on the other hand. Payment will be made by wire transfer to the ABL Agent in respect of all Class 2 Claims.

Prior to any disbursement to the ABL Agent on account of any Allowed ABL Credit Facility Claims, the Class 3 Surcharge shall be paid in full, on a pro-rata basis to all Holders of Allowed Class 3 Claims, except for any Guarantors, who shall not participate in any Class 3

Surcharge. The amount of the Class 3 Surcharge shall be up to \$9,000,000.00. The Debtor and/or the Committee will file a Motion for Surcharge, to be heard at the same time as Confirmation of this Plan.

To the extent that all Class 2 Claims are not Paid in Full, the remainder of the Class 2 Claims shall be deemed Class 3 General Unsecured Claims to share in distribution according as provided herein. However, the ABL Lender Parties are not entitled to receive any of the Class 3 Surcharge.

(d) No Novation; Preservation of ABL Liens. Neither the Plan nor the Confirmation Order is intended to constitute, and the Plan and the Confirmation Order shall not constitute, a novation, accord and satisfaction, discharge or payment of the ABL Credit Facility Claims or ABL Liens securing same, which shall remain outstanding and effective from and after the Effective Date. Notwithstanding anything to the contrary in the Plan or the Confirmation Order, (i) the ABL Credit Facility Claims shall not be discharged, satisfied, subordinated or released or otherwise affected in whole or in part, and shall remain outstanding from and after the Effective Date, unless as otherwise set forth in this Plan, and (ii) none of the ABL Liens shall be deemed to have been waived, released, satisfied, subordinated or discharged and all of the ABL Liens shall continue in effect as first priority Liens upon and continue to encumber all Collateral to which such ABL Liens have attached at any time prior to the Effective Date and shall continue to enjoy such perfection and priority as such ABL Liens had prior to the Effective Date, unless as otherwise set forth in this Plan. To maintain such perfection and priority from and after the Effective Date, the ABL Agent shall not be required to take any additional steps, including, without limitation, under any applicable state certificate of title statute or regulation; provided, however, that the ABL Agent shall be authorized to take such actions and make such filings in any jurisdiction that the ABL Agent, in its discretion, may deem appropriate to perfect and continue the perfection of its Liens upon the Collateral. All of the Loan Documents shall continue to remain in full force and effect and operate to secure all of the liabilities and obligations of the Debtor. The Debtor, the Reorganized Debtor and the Plan Administrator shall continue to timely provide to the ABL Agent all collateral and financial reporting required by the Cash Collateral Orders unless and until all of the ABL Credit Facility Claims have been Paid in Full.

(e) No Automatic Stay or Injunctions. From and after the occurrence of the Effective Date, and notwithstanding anything to the contrary in the Plan or the Confirmation Order, neither the automatic stay imposed by section 362 of the Bankruptcy Code nor any injunction or exculpation contained in the Plan or the Confirmation Order shall apply to, limit or restrict any of the Claims, rights, remedies, power, privileges or Liens in favor of the ABL Agent or any ABL Lender under or pursuant to any of the Loan Documents.

(f) Impairment. The Class 2 Claims are Impaired and the Class 2 Claimholders are entitled to vote to accept or reject the Plan.

#### **4.03 Class 3 – Allowed General Unsecured Claims**

(a) Description. Class 3 consists of the Allowed General Unsecured Claims. Based on a review of the Debtor's Schedules, the Debtor estimates the aggregate amount of Allowed

Exhibit "A"

Class 3 Claims is \$30,546,381.83, not including any Allowed Undersecured Claim(s), if any exist.

(b) Treatment. Except to the extent that the holder of a Claim within Class 3 has been paid prior to the Effective Date, or agrees to a different treatment, each Allowed Class 3 Claim shall be satisfied as follows: (i) first, by payment of the Class 3 Carveout (or Surcharge), on a pro-rata basis to all Holders of Allowed Class 3 Claims, except for any Guarantors, who shall not participate in any Class 3 Carveout (or Surcharge); and (ii) by the excess proceeds of the Sale of the Loan Portfolio, for which each holder of an Allowed Unsecured Claim shall be paid on a *pro rata* basis with the other holders of Allowed Unsecured Claims in this Class 3. Holders of Allowed Class 3 Claims shall be entitled to a fourth priority position with respect to any Sale Proceeds. Holders of Allowed Class 3 Claims shall also be entitled to any proceeds from Non-Released Avoidance Actions and Non-Released Other Claims, on a *pro rata* basis with the other holders of Allowed Class 3 Claims. Class 3 claims shall be paid after Administrative Claims, Class 1 Claims and Class 2 Claims have been paid in full (except for the payment of the Class 3 Carveout (or Surcharge), which shall be paid prior to the payment of Class 2 Claims).

(c) Impairment. The Class 3 Claims are Impaired and are entitled to vote to accept or reject the Plan.

#### **4.04 Class 4 – Allowed Equity Interests**

(a) Description. Class 4 consists of the Allowed Equity Interests in the Debtor, which includes interests in any share of preferred stock, common stock or other instrument evidencing ownership interest in the Debtor, whether or not transferable, and any option, warranty, right, contractual or otherwise, to acquire any such interest.

(b) Treatment. The holders of Allowed Equity Interests in the Debtor shall not receive any distribution or value under the Plan on account of such Allowed Equity Interests.

(c) Impairment. The Class 4 Claims are Impaired, but Class 4 Claimholders are not entitled to vote to accept or reject the Plan, as Class 4 Claimholders shall be deemed to have rejected the Plan.

#### **4.05 Priority of Payment of Claims**

The following shall be the order of payment of Allowed Claims:

1<sup>st</sup> - Administrative Claims;

2<sup>nd</sup> - Class 1, Allowed Secured Tangible Personal Property Tax Claim of Broward County Records, Taxes & Treasury Division;

3<sup>rd</sup> – Class 3, specifically and only the Class 3 Carveout (or Surcharge).

4<sup>th</sup> - Class 2, Allowed ABL Credit Facility Claims; and

Exhibit "A"

5<sup>th</sup> - Class 3, Allowed General Unsecured Claims.

## **ARTICLE V**

### **PROVISIONS REGARDING VOTING AND DISTRIBUTIONS UNDER THE PLAN, ALLOWANCE OF CERTAIN CLAIMS, AND TREATMENT OF DISPUTED, CONTINGENT AND UNLIQUIDATED ADMINISTRATIVE EXPENSE CLAIMS, CLAIMS AND EQUITY INTERESTS**

#### **5.01 Voting of Claims and Equity Interests**

The Bankruptcy Code entitles only holders of Impaired Claims or Equity Interests who receive some distribution under a proposed plan to vote to accept or reject that plan. Claims in Classes 2 and 3 are Impaired under this Plan. Holders of Claims or Equity Interests that are Unimpaired under a proposed plan are conclusively presumed to have accepted that plan and are not entitled to vote on it. Holders of classes of Claims or Equity Interests that will receive no distributions under a proposed plan are conclusively presumed to reject that plan and, therefore, also not entitled to vote on it.

Any Ballot not filed in accordance with the filing instructions on the Ballot pertaining to this Plan shall not be counted for voting purposes.

#### **5.02 Method of Distribution Under the Plan**

Except as otherwise provided in Section 4.02 of the Plan:

(a) Subject to Rule 9010, and except as otherwise provided in Section 5.03 of the Plan, all distributions under the Plan shall be made by the Debtor (or the Plan Administrator) to the holder of each Allowed Claim or Allowed Equity Interest at the address of such holder as listed on the Schedules and/or Proof of Claim as of the Effective Date unless the Debtor (or the Plan Administrator) or Reorganized Debtor has been notified in writing of a change of address, including by the filing of a Proof of Claim by such holder that provides an address different from the address reflected on the Schedules.

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

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

(d) No payment of Cash less than One Hundred 00/100 Dollars (\$100.00) shall be made by the Debtor (or the Plan Administrator) to any holder of a Claim unless a request therefore is made in writing to the Debtor (or the Plan Administrator), or unless the Distribution is a final Distribution.

(e) When any Distribution on account of an Allowed Claim pursuant to the Plan would otherwise result in a Distribution that is not a whole number, the actual distribution shall be rounded as follows: fractions of ½ or greater shall be rounded to the next higher whole

Exhibit "A"

number and fractions of less than ½ shall be rounded to the next lower whole number. Cash to be distributed pursuant to the Plan shall be adjusted as necessary to account for the rounding provided in Section 5.03(f) of the Plan.

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

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

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

### **5.03 Distributions Withheld for Disputed General Unsecured Claims**

#### **(a) Establishment and Maintenance of Reserve**

On the initial Distribution Date and each subsequent Distribution Date, the Debtor (or the Plan Administrator) shall reserve from the Distributions to be made on such dates to the holders of Allowed Claims, an amount equal to One Hundred Percent (100%) of the Distributions to which holders of Disputed Claims would be entitled under the Plan as of such dates if such Disputed Claims were Allowed Claims in their Disputed Claim Amounts or as estimated by the Debtor (or the Plan Administrator) or the Court in accordance with Section 5.09 of the Plan (the “**Disputed Claims Reserve**”).

#### **(b) Property Held in Disputed Claims Reserve**

Cash in the Disputed Claims Reserve shall (together with all dividends or other accretions or distributions thereon) be held in trust by the Debtor (or the Plan Administrator) for the benefit of the potential recipients of such Cash and shall not constitute property of the Debtor (or the Plan Administrator).

#### **(c) Distributions Upon Allowance of Disputed Claims**

The holder of a Disputed Claim that becomes an Allowed Claim subsequent to any Distribution Date shall receive distributions of Cash and any other consideration from the Disputed Claims Reserve from the Debtor (or the Plan Administrator) within ninety (90) days following the date on which such Disputed Claim becomes an Allowed Claim pursuant to a Final Order. Such Distributions shall be made in accordance with the Plan.

(d) **Surplus Distributions to Holders of Allowed General Unsecured Claims**

To the extent that a Disputed Claim is not Allowed or becomes an Allowed Claim in an amount less than the Disputed Claim Amount, the excess of Cash and any other consideration in the Disputed Claims Reserve over the amount of Cash and any other consideration actually distributed on account of such Disputed Claim shall be redistributed to holders of Allowed General Unsecured Claims, on a *pro rata* basis.

(e) **Expenses of Disputed Claims Reserve**

Except as otherwise ordered by the Court, the amount of any reasonable expenses incurred by the Debtor (or the Plan Administrator) on or after the Effective Date with respect to the Disputed Claims Reserve shall be paid by the Debtor (or the Plan Administrator).

**5.04 Procedures for Allowance or Disallowance of Disputed Claims**

(a) **Objections to and Resolution of Administrative Claims and General Unsecured Claims**

Except as to applications for allowance of compensation and reimbursement of expenses under sections 330 and 503 of the Code, the Debtor (or the Plan Administrator) shall have the exclusive right to make and file objections to Administrative Claims and General Unsecured Claims subsequent to the Effective Date. All objections shall be litigated to Final Order; *provided, however*, that following the Effective Date, the Debtor (or the Plan Administrator) shall have the authority to compromise, settle, otherwise resolve or withdraw any of its objections without approval of the Court. Unless otherwise ordered by the Court, the Debtor (or the Plan Administrator) shall file all objections to Claims and serve such objections upon the holder of the Claim as to which the objection is made as soon as is practicable, but in no event later than thirty (30) days after the Effective Date or such later date as may be approved by the Court. The Debtor (or the Plan Administrator) reserves the right to object to Administrative Claims as such claims arise in the ordinary course of business. The Debtor (or the Plan Administrator) shall bear all costs and expenses relating to the investigation and prosecution of Disputed Claims from and after the Effective Date.

(b) **No Distribution Pending Allowance**

Notwithstanding any other provision of the Plan, if any portion of a Claim is disputed, the full amount of such Claim shall be treated as a Disputed Claim for purposes of this Plan, and no payment or Distribution provided under the Plan shall be made on account of such Claim unless and until such Disputed Claim becomes an Allowed Claim (in whole or in part).

(c) **Disallowed Claims**

All Claims held by Persons against whom the Debtor (or the Plan Administrator) has commenced an Action under sections 542, 543, 544, 545, 547, 548, 549, and/or 550 of the Code, shall be deemed “disallowed” Claims pursuant to section 502(d) of the Code and holders of such Claims shall not be entitled to vote to accept or reject the Plan. Claims that are deemed disallowed shall continue to be disallowed for all purposes until the Avoidance Action against

such party has been settled or resolved by Final Order and any sums due to the Estate from such party have been paid.

#### **5.05 Disbursing Agent**

The Plan Administrator and the Plan Trustee, or such Person(s) as the Plan Administrator and Plan Trustee may designate with approval of the Court, will act as Disbursing Agent under the Plan with respect to all Distributions to holders of Claims and Equity Interests, and will make all Distributions required to be distributed under the applicable provisions of the Plan. Any Disbursing Agent may employ or contract with other entities to assist in or make the Distributions required by the Plan. Each Disbursing Agent will serve without bond, and each Disbursing Agent, will receive, without further Court approval, reasonable compensation for distribution services rendered pursuant to the Plan and reimbursement of reasonable out-of-pocket expenses incurred in connection with such services from the Plan Administrator and Plan Trustee on terms acceptable to the Plan Administrator and Plan Trustee. The Debtor (or the Plan Administrator) shall hold all reserves and accounts pursuant to the Plan, the Disputed Claims Reserve.

#### **5.07 Estimations of Claims**

For purposes of calculating and making Distributions under the Plan, any Claimholder with a Disputed Claim is not entitled to vote on the Plan unless said Claimholder has its Claim estimated by the Court. The Debtor (and subsequently, the Plan Trustee) may at any time request that the Court estimate any contingent or unliquidated Claim pursuant to section 502(c) of the Code or otherwise regardless of whether the Debtor (and subsequently, the Plan Trustee) previously objected to such Claim or whether the Court has ruled on any such objection, and the Court will retain jurisdiction to estimate any Claim at any time during litigation concerning such objection to any claim, including without limitation, during the pendency of any appeal relating to any such objection. In the event that the Court estimates any contingent or unliquidated claim, the amount so estimated shall constitute either the Allowed Amount of such Claim or a maximum limitation on the amount of such Claim, as determined by the Court. If the estimated amount constitutes a maximum limitation on the amount of such Claim, the Debtor (and subsequently, the Plan Trustee) may pursue supplementary proceedings to object to the allowance of such Claim. All of the aforementioned objection, estimation, and resolution procedures are intended to be cumulative and not exclusive of one another. Claims may be estimated and subsequently compromised, settled, withdrawn, or resolved by any mechanism approved by the Court.

#### **5.08 No Recourse**

Notwithstanding that the Allowed Amount of any particular Disputed Claim is reconsidered under the applicable provisions of the Code and Rules or is Allowed in an amount for which after application of the payment priorities established by the Plan there is insufficient value to provide a recovery equal to that received by other holders of Allowed Claims in the respective Class, no Claimholder shall have recourse against the Disbursing Agent, the Debtor (or the Plan Administrator), Plan Trustee or any of their respective professionals, consultants, officers, directors or Affiliates or their respective successors or assigns, or any of their respective

Exhibit "A"

property. However, nothing in the Plan shall modify any right of a holder of a Claim under section 502(j) of the Code. THE ESTIMATION OF CLAIMS AND ESTABLISHMENT OF RESERVES UNDER THE PLAN MAY LIMIT THE DISTRIBUTION TO BE MADE ON INDIVIDUAL DISPUTED CLAIMS, REGARDLESS OF THE AMOUNT FINALLY ALLOWED ON ACCOUNT OF SUCH DISPUTED CLAIMS.

#### **5.09 Amendments to Claims**

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

#### **5.10 Post-Petition Interest on Claims**

Except as provided in Section 4.02 of the Plan, and except as otherwise expressly provided in the Plan, the Confirmation Order, or any contract, instrument, release, settlement, or other agreement entered into in connection with the Plan or required by applicable law, Post-Petition Interest shall not accrue on or after the Petition Date on account of any Claim in or against the Debtor (or the Plan Administrator).

### **ARTICLE VI**

#### **EXECUTORY CONTRACTS AND UNEXPIRED LEASES**

##### **6.01. Assumption or Rejection of Executory Contracts and Unexpired Leases**

###### **(a) Executory Contracts and Unexpired Leases**

The Code grants the Debtor the power, subject to the approval of the Court, to assume or reject Executory Contracts and unexpired leases. If an Executory Contract or unexpired lease is rejected, the other party to the agreement may file a claim for damages incurred by reason of the rejection. In the case of rejection of leases of real property, such damage claims are subject to certain limitations imposed by the Code.

Pursuant to sections 365(a) and 1123(b)(2) of the Code, all Executory Contracts and unexpired leases between the Debtor and any Person shall be deemed rejected by the Debtor as of the Effective Date, except for any Executory Contract or unexpired lease (i) which previously has been assumed or rejected pursuant to an order of the Court entered prior to the Effective Date, (ii) as to which a motion for approval of the assumption or rejection of such Executory Contract or unexpired lease has been filed and served prior to the Effective Date or (iii) is listed in the Assumed Executory Contract and Unexpired Lease List set forth below. The listing of a document on the Assumed Executory Contract and Unexpired Lease List shall not constitute an

Exhibit "A"

admission by the Debtor or Reorganized Debtor that such document is an Executory Contract or an unexpired lease or that the Debtor or Reorganized Debtor have any liability thereunder.

**Assumed Executory Contract and Unexpired Lease List: None**

**(b) Approval of Assumption or Rejection of Executory Contracts and Unexpired Leases**

Subject to the occurrence of the Effective Date, entry of the Confirmation Order shall constitute (i) the approval, pursuant to sections 365(a) and 1123(b)(2) of the Code, of the assumption of the Executory Contracts and unexpired leases assumed pursuant to Article VI of the Plan and (ii) the approval, pursuant to sections 365(a) and 1123(b)(2) of the Code, of the rejection of the Executory Contracts and unexpired leases rejected pursuant to the Plan.

**(c) No Effect Upon Cash Management Agreements**

Notwithstanding anything to the contrary in this Plan, nothing in this Plan, the Confirmation Order or otherwise shall release, alter, amend or have any effect upon the Debtor's agreements with Bank of America, N.A., relating to bank accounts, deposit accounts, cash management, credit cards, or any other Bank Product (as defined in the Loan Agreement), and all of such agreements and obligations of the Debtor thereunder shall remain enforceable according to their terms at all times prior to, on and after the Effective Date.

**6.02. Cure of Defaults**

To the extent that cure payments are due with respect to an Executory Contract or unexpired lease to be assumed pursuant to the Plan, the amount of such cure payment shall be set forth above. To the extent that the non-debtor party to any Executory Contract or unexpired lease disagrees with the cure amount, such party must file a notice of dispute with the Court and serve such notice on the Debtor by no later than five (5) days prior to the Confirmation Hearing. Except as may otherwise be agreed to by the parties or provided herein, within ninety (90) days after the Effective Date, the Debtor (or the Plan Administrator) shall cure any and all undisputed defaults under any Executory Contract or unexpired lease assumed pursuant to the Plan in accordance with section 365(b)(1) of the Code. Except as otherwise provided herein, all disputed defaults that are required to be cured shall be cured either within ninety (90) days of the entry of a Final Order determining the amount, if any, of the Debtor's or Plan Administrator's liability with respect thereto, or as may otherwise be agreed to by the parties. If there are any objections filed, the Court shall hold a hearing. In the event the Court determines that the cure amount is greater than the cure amount listed by the Debtor (or the Plan Administrator), the Debtor (or the Plan Administrator) may elect to reject the contract or unexpired lease and not pay such greater cure amount.

**6.03. Bar Date for Filing Proofs of Claim Relating to Executory Contracts and Unexpired Leases Rejected Pursuant to the Plan**

Claims arising out of the rejection of an Executory Contract or unexpired lease pursuant to the Plan must be filed with the Court and/or served upon the Debtor (or the Plan Administrator) or as otherwise may be provided in the Confirmation Order, by no later than

Exhibit "A"

thirty (30) days after the later of (i) notice of entry of an order approving the rejection of such Executory Contract or unexpired lease, (ii) notice of entry of the Confirmation Order and (iii) notice of an amendment to the Assumed Executory Contract and Unexpired Lease List. Any Claim not filed within such time will be forever barred from assertion against the Debtor (or the Plan Administrator), the Estate, and their property. Unless otherwise ordered by the Court, all Claims arising from the rejection of Executory Contracts and unexpired leases shall be treated as Unsecured Claims under the Plan.

## ARTICLE VII

### MEANS FOR IMPLEMENTATION AND EFFECT OF CONFIRMATION OF PLAN

#### **7.01 General**

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

#### **7.02 Sale or Disposition of the Collateral**

##### **(a) With the Consent of the ABL Agent**

In the event that the ABL Agent, on behalf of the ABL Lender Parties, votes to accept this Plan, then the Plan will be implemented as set forth in this paragraph. The Plan will be implemented through a sale of the Collateral, by either an auction sale (the "Auction"), or such other public sale or private sale, pursuant to 11 U.S.C. § 363(f), free and clear of any and all liens, claims and encumbrances, with such liens, claims and encumbrances attaching to the Sale Proceeds, in each case subject to the prior consent of the ABL Agent. The bid procedures for an Auction of the Loan Portfolio are set forth in the attached Exhibit "A", and shall be approved by the Court prior to Confirmation of this Plan. Any purchaser shall be deemed a good faith purchaser pursuant to 11 U.S.C. § 363(m). The Sale of the Collateral shall take place (and shall be consummated and closed) on the Effective Date of this Plan, unless otherwise agreed in writing by the Debtor and the ABL Agent.

In the Debtor's discretion, and only with the written approval of the ABL Agent, the Debtor may sell all or part of its Loan Portfolio pursuant to the Sale. In the Debtor's discretion, and only upon the written approval of the ABL Agent, a minimum reserve sale price (the "Reserve") for the Sale of the Collateral shall be set, and such Reserve shall not be published or known to bidders. Notwithstanding the bid or bids being equal to or exceeding the Reserve, the Debtor, in its discretion and only upon the written approval of the ABL Agent, and in consultation with the Committee, may cancel the Auction ("Auction Cancellation").

In the event that the Debtor, with the consent of the ABL Agent, and after consultation with the Committee, determines a winning bid at the Auction, the Sale of the Collateral to the

Exhibit "A"

winning bidder shall be consummated no later than fifteen (15) days after entry of an order of the Court approving the Sale, unless otherwise agreed in writing by the Debtor and the ABL Agent.

In the event of an Auction Cancellation, a Plan Administrator, who will be selected by the Debtor with the express consent of the ABL Agent prior to the confirmation of this Plan, will be appointed to administer, collect and dispose of the Collateral on behalf of the Debtor, subject to the consent of the ABL Agent. Prior to the Effective Date, the Debtor will prepare and negotiate an engagement agreement with the Plan Administrator, the terms of which must be acceptable to the ABL Agent in its sole and absolute discretion. Among other things, subject to the consent of the ABL Agent, the Plan Administrator shall (1) be vested with the authority to act on behalf of the Debtor with respect to the Collateral, to sell all or any part of the Loan Portfolio, and to manage the runoff of the Loan Portfolio (the “Runoff”), (2) have the power and authority, on behalf of the Debtor, to hold, manage, sell, and distribute to the ABL Agent Collateral obtained through the exercise of his or her power and authority, (3) have the power and authority to prosecute, settle, and otherwise resolve, in the names and on behalf of the Debtor or its Estate, all claims and causes of action arising out of the Loan Portfolio, (4) have the power and authority to retain and compensate professionals to assist him or her in performing the functions as provided in the Plan and the engagement agreement, (5) have the power and authority to perform or delegate such other functions and services and duties as he or she deems reasonably necessary or appropriate and to enter into contracts with servicers, collection attorneys, repossession contractors and other third parties on behalf of the Debtor, (6) be entitled to seek and obtain any appropriate relief from the Court in connection with implementation of the Plan, and (7) have all of the powers of a Chapter 11 trustee appointed under section 1104 of the Code. If the Plan Administrator retains a third party servicer to manage the Loan Portfolio in connection with a Runoff, then, at the election of the ABL Agent, the contract with such third party servicer shall be collaterally assigned to the ABL Agent to secure the ABL Credit Facility Claims.

The cash proceeds of the Debtor’s Loan Portfolio (whether through an Auction Sale or Runoff) shall be used to pay the claims of Creditors, as set forth in Article IV above, and as follows:

1<sup>st</sup> - Administrative Claims;

2<sup>nd</sup> - Class 1, Allowed Secured Tangible Personal Property Tax Claim of Broward County Records, Taxes & Treasury Division;

3<sup>rd</sup> – Class 3, specifically and only the Class 3 Carveout.

4<sup>th</sup> - Class 2, Allowed ABL Credit Facility Claims; and

5<sup>th</sup> - Class 3, Allowed General Unsecured Claims.

Except as otherwise provided in this Plan, the Debtor shall be administratively dissolved within fourteen (14) days after all or substantially all of the Collateral has been disposed of by the Plan Administrator. The dissolution of the Debtor shall be effective once the Debtor files a certificate of dissolution (or its equivalent) with the secretary of state or similar official of the jurisdiction of the Debtor’s organization.

Exhibit "A"

**(b) Without the Consent of the ABL Agent**

In the event that the ABL Agent, on behalf of the ABL Lender Parties, votes to reject this Plan, then the Plan will be implemented as set forth in this paragraph. The Plan will be implemented through a Runoff of the Loan Portfolio, by the Debtor. No Plan Administrator will be selected or appointed. The Debtor shall (1) be vested with the authority to sell all or any part of the Loan Portfolio, and to manage the runoff of the Loan Portfolio (the "Runoff"), (2) have the power and authority to hold, manage, sell, and distribute to the ABL Agent Collateral obtained through the exercise of its power and authority, (3) have the power and authority to prosecute, settle, and otherwise resolve all claims and causes of action arising out of the Loan Portfolio, (4) have the power and authority to retain and compensate professionals to assist it in performing the functions as provided in the Plan, (5) have the power and authority to perform or delegate such other functions and services and duties as it deems reasonably necessary or appropriate and to enter into contracts with servicers, collection attorneys, repossession contractors and other third parties, (6) be entitled to seek and obtain any appropriate relief from the Court in connection with implementation of the Plan, and (7) have all of the powers of a Chapter 11 trustee appointed under section 1104 of the Code, other than those powers specifically designed for the Plan Trustee, as set forth herein.

The Debtor shall have the power, in its sole discretion, to retain a third party servicer to manage the Loan Portfolio in connection with a Runoff. Any further reference to the Plan Administrator in this Plan, in the event that the ABL Agent, on behalf of the ABL Lender Parties, votes to reject this Plan, shall instead refer to the Debtor. Any and all costs of administering the Runoff and collecting the Loan Portfolio shall be deducted from the gross proceeds collected by the Debtor, and shall be paid prior to any other fees and costs. The Debtor shall be entitled to a servicing fee of 5%, for administering the Runoff and collecting the Loan Portfolio, of any amounts received by the Debtor as part of the Runoff of the Loan Portfolio.

The net cash proceeds of the Debtor's Loan Portfolio (after payment of the costs of administration, as set forth above) shall be used to pay the claims of Creditors, as set forth in Article IV above, and as follows:

1<sup>st</sup> - Administrative Claims;

2<sup>nd</sup> - Class 1, Allowed Secured Tangible Personal Property Tax Claim of Broward County Records, Taxes & Treasury Division;

3<sup>rd</sup> - Class 3, specifically and only the Class 3 Surcharge.

4<sup>th</sup> - Class 2, Allowed ABL Credit Facility Claims; and

5<sup>th</sup> - Class 3, Allowed General Unsecured Claims.

Except as otherwise provided in this Plan, the Debtor shall be administratively dissolved within fourteen (14) days after all or substantially all of the Collateral has been disposed of by the Debtor. The dissolution of the Debtor shall be effective once the Debtor files a certificate of dissolution (or its equivalent) with the secretary of state or similar official of the jurisdiction of the Debtor's organization.

Exhibit "A"

**7.03 The Plan Trustee's Disposition of Non-Collateral**

Solely with respect to Non-Collateral, on the Effective Date of this Plan, a Plan Trustee will be appointed pursuant to a Liquidation Trust Agreement, and the Plan Trustee shall thereafter assume all of the Debtor's rights, obligations and liabilities under the Plan with respect to Non-Collateral. Except as otherwise provided in the Plan or the Confirmation Order, on the Effective Date of the Plan, all Non-Collateral shall be vested in the Plan Trustee. The primary role of the Plan Trustee will be to: i) perform all actions necessary to wind down the business and liquidate any Non-Collateral pursuant to the Liquidation Trust Agreement; ii) except as provided for in the Plan, prosecute all Non-Released Actions, Non-Released Other Claims, and objections to Claims, if in the best interest of the Debtor's estate and its creditors; iii) close the Bankruptcy Case; iv) pay any and all U.S. Trustee's Fees and expenses relating the administration of the Sale of the Assets; v) prepare and file post-confirmation quarterly reports; and vi) do anything necessary, related or incidental to the foregoing. For the avoidance of doubt, the Plan Trustee shall have no authority over Collateral, but shall cooperate with the Plan Administrator with respect to the Plan Administrator's efforts to sell or otherwise dispose of the Collateral.

**7.04 The Role of the Plan Trustee**

The Plan Trustee will be selected prior to the confirmation of this Plan and will execute a Liquidation Trust Agreement, which shall be approved as part of this Plan. The Plan Trustee shall, among other things, (1) have the power and authority to manage, invest, and distribute Non-Collateral to the holders of Allowed Class 3 Claims to the extent set forth in the Plan, (2) hold Non-Collateral for the benefit of the holders of Allowed Class 3 Claims to the extent set forth in the Plan, (3) have the power and authority to hold, manage, sell, and distribute Non-Collateral obtained through the exercise of his or her power and authority, (4) have the power and authority to prosecute, settle, and otherwise resolve, in the names and on behalf of the Debtor, its Estate, or the name of the Liquidation Trust, all Causes of Action other than those that constitute Collateral and those released herein, (5) have the power and authority to prosecute and resolve objections to any Disputed Claims (or any portion thereof) in the name and on behalf of the Debtor, the Estate, or the name of the Liquidation Trust, and any Disputed Administrative Expense Claims, Disputed Priority Tax Claims, or Disputed Priority Non-Tax Claims in the name and on behalf of the Debtor or its Estate, (6) have the power and authority to perform such other functions as are provided in the Plan and the Liquidation Trust Agreement, (7) have the power and authority to retain and compensate professionals to assist him or her in performing the functions as provided in the Plan and the Liquidation Trust Agreement, (8) have the power and authority to perform or delegate such other functions and services and duties as he or she deems reasonably necessary or appropriate, (9) have the power and authority to administer the closure of this Case, and (10) have the power and authority to ensure that the Debtor completes any and all of the acts required by the Plan following the Effective Date, if any, and to otherwise take any and all reasonably necessary or appropriate steps to effectuate the dissolution of the Debtor pursuant to the terms of the Plan. The Plan Trustee shall be responsible for all decisions and duties with respect to the Liquidation Trust and any Non-Collateral, subject to (a) the approval of the Bankruptcy Court after notice and a hearing (as appropriate), and (b) the terms and conditions of the Liquidation Trust Agreement. In all circumstances, the Plan Trustee shall act in

the best interests of the beneficiaries of the Liquidation Trust and in furtherance of the purpose of the Liquidation Trusts.

The Plan Trustee shall be entitled to reasonable compensation and reimbursement of expenses from Non-Collateral upon Bankruptcy Court approval after notice and a hearing. Furthermore, the Plan Trustee may retain counsel and other professionals to provide professional services thereto, including in connection with the Plan or the Liquidation Trust Agreement, without the need for any further Bankruptcy Court approval, including in connection with the prosecution or settlement of the Adversary Proceedings, all other Causes of Action, or objections to Disputed Claims against the Debtor. Without limiting the generality of the foregoing, the Liquidation Trust and the Plan Trustee may retain any professional who previously represented any party-in-interest in this Case on or prior to the Effective Date. The Liquidation Trust shall compensate all such professionals in the manner set forth in the Liquidation Trust Agreement, in each instance from Non-Collateral and subject to Bankruptcy Court approval upon the filing of an appropriate application with respect thereto by such professional.

#### **7.05 Dissolution of the Creditors' Committee**

On the Effective Date, the Committee shall dissolve automatically, whereupon their members, Professionals and agents shall be released from any further duties and responsibilities in this Case and under the Bankruptcy Code, except that such parties shall continue to be bound by any obligations arising under confidentiality agreements, joint defense/common interest agreements (whether formal or informal), and protective Orders entered during this Case, which shall remain in full force and effect according to their terms.

#### **7.06 Effectiveness of Securities, Instruments and Agreements**

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

#### **7.07 Corporate Action**

On the Effective Date, all matters provided for under the Plan that would otherwise require approval of the Board of the Debtor or the Debtor shall be deemed to have occurred and shall be in full force and effect from and after the Effective Date pursuant to the laws of the State of Florida, and other applicable corporate law of the jurisdiction in which the Debtor is organized, without any requirement or further action by the Board of Directors of the Debtor or the Debtor.

#### **7.08 Effective of Instruments and Agreements**

On the Effective Date, all agreements entered into or documents issued pursuant to the Plan, shall become effective and binding upon the parties thereto in accordance with their respective terms and conditions and shall be deemed to be effective simultaneously.

Exhibit "A"

### **7.09 No Change of Control**

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

### **7.10 Term of Bankruptcy Injunction or Stays**

All injunctions or stays provided for in this Case under sections 105 or 362 of the Code, or otherwise, and in existence on the Confirmation Date, shall remain in full force and effect until the Effective Date.

### **7.11 Causes of Action**

As of the Effective Date, pursuant to section 1123(b)(3)(B) of the Code, any and all Actions accruing to the Debtor and Debtor in Possession, excluding Collateral, but including, without limitation, actions under sections 510, 542, 544, 545, 547, 548, 549, 550, 551 and 553 of the Code, shall become assets of the Liquidated Trust, and the Plan Trustee shall have the authority to commence and prosecute such Actions for the benefit of the Estate except to the extent that they have been released pursuant to the Plan.

### **7.12 Releases**

(a) ***Released Parties means*** collectively, and in each case in their capacity as such, and only if serving in that capacity: (a) the Debtor, its shareholders, officers, directors, employees, affiliates, and advisors, and employed professionals of the estate; (b) the Guarantors, (c) the Committee, its affiliates, and advisors, and employed professionals of the estate; and (d) Bank of America, N.A. and BMO Harris Bank, N.A. (the "Banks"), and their employees, agents, affiliates, advisors and employed professionals.

(b) ***Releasing Parties means, collectively, and in each case in their capacity as such, and only if serving in that capacity:*** (a) the Debtor and its Estate; (b) the Guarantors; (c) the Committee; and (d) the Banks.

(c) ***Causes of Action means*** any action, Claim, cross-claim, third-party claim, cause of action, controversy, demand, right, lien, indemnity, guaranty, suit, obligation, liability, loss, debt, damage, judgment, account, defense, remedy, offset, power, privilege, license and franchise of any kind or character whatsoever, known or unknown, foreseen or unforeseen, existing or hereafter arising, contingent or non-contingent, matured or unmatured, suspected or unsuspected, liquidated or unliquidated, disputed or undisputed, secured or unsecured, assertible directly or derivatively, whether arising before, on, or after the Petition Date, in contract or in tort, in law or in equity or pursuant to any other theory of law (including, without limitation, under any state or federal securities laws). Causes of Action also includes: (a) any right of setoff, counterclaim or recoupment and any claim for breach of contract or for breach of duties imposed by law or in equity; (b) any claim pursuant to section 362 or chapter 5 of the Bankruptcy Code; (c) any claim or defense, including fraud, mistake, duress and usury and any other defenses set forth in section 558 of the Bankruptcy Code; and (d) any state law fraudulent transfer claim.

Exhibit "A"

(d) ***Released Claims means*** any and all Claims and Causes of Action, including any derivative claims, asserted or assertible on behalf of the Debtor or the Estate, whether known or unknown, foreseen or unforeseen, existing or hereinafter arising, in law, equity or otherwise, that the Debtor or the Estate would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the holder of any Claim or Interest or other Person, based on or relating to, or in any manner arising from, in whole or in part, the Debtor, the restructuring, the Case, the purchase, sale or rescission of the purchase or sale of any security of the Debtor, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, the business or contractual arrangements between any Debtor and any such Released Party, the restructuring of Claims and Interests before or during the Case, the negotiation, formulation, preparation or consummation of the Plan or related agreements, instruments or other documents, the solicitation of votes with respect to the Plan, any settlement or agreement in the Case, the offer, issuance, and distribution of any securities issued or to be issued pursuant to the Plan, whether or not such distribution occurs following the Effective Date, negotiations regarding or concerning any of the foregoing, or the administration of the Plan or property to be distributed hereunder, in all cases based upon any act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date.

(e) ***Guaranty Claims means any and all Claims and Causes of Action of the ABL Agent under or pursuant to the Validity Guarantee by Alvin Wheeler, dated February 14, 2017, Continuing Guarantee by David Wheeler, dated February 14, 2017, Validity Guarantee by David Wheeler, dated February 14, 2017, Continuing Guarantee by Scott Wheeler, dated February 14, 2017, and Validity Guarantee by Scott Wheeler, dated February 14, 2017.***

(f) ***Releases:***

(1) **Releases by Debtor.**

Subject to ¶ 7.12(f)(3) below, effective as of the Effective Date, except (i) for the right to enforce the Plan that remains in effect or becomes effective after the Effective Date or (ii) as otherwise expressly provided in the Plan or in the Confirmation Order, in exchange for good and valuable consideration, including the obligations of the Debtor under the Plan and the contributions of the Released Parties to facilitate and implement the Plan, on and after the Effective Date, the Released Parties (other than the Debtor) shall be deemed conclusively, absolutely, unconditionally, irrevocably and forever released and discharged by the Debtor and the Estate from the Released Claims; provided, that, nothing in this Section shall be construed to release any party or Person from gross negligence, willful misconduct, or intentional fraud as determined by a Final Order.

(2) **Releases by Holders of Claims or Interests.**

Subject to ¶ 7.12(f)(3) below, effective as of the Effective Date, except (i) for the right to enforce the Plan that remains in effect or becomes effective after the Effective Date or (ii) as otherwise expressly provided in the Plan or in the Confirmation Order, in exchange for good and valuable consideration, including the obligations of the Debtor under the Plan and the contributions of the Released Parties to facilitate and implement the Plan, to the fullest extent permissible under applicable law, as such law may be extended or

integrated after the Effective Date, the Released Parties shall be deemed conclusively, absolutely, unconditionally, irrevocably and forever released, and discharged by the Releasing Parties from the Released Claims and, with respect to the Banks, the Guaranty Claims; provided, that, nothing in this Section shall be construed to release the Released Parties from gross negligence, willful misconduct, or intentional fraud as determined by a Final Order; provided, further, that until the ABL Credit Facility Claims have been Paid in Full, the ABL Lender Parties shall not be deemed to have released any Claims against the Debtor or any Collateral; and provided, further, that, nothing in this Section shall be construed to release any of the Guarantors from the Guarantor Cooperation Obligations (as defined in Section 7.12(g) below) or any Claims between or among any of the ABL Lender Parties for indemnification or otherwise under the Loan Agreement.

**(3) Releases in the Event that the ABL Lender Parties Vote to Reject the Plan**

Notwithstanding the above, in the event that the ABL Agent votes to reject this Plan, on behalf of the ABL Lender Parties, then (a) the Banks shall not be released of any Claims or Causes of Action by the Debtor or any other Releasing Party; and (b) none of the Released Parties shall be released of any Claims or Causes of Action by the Banks, including without limitation to the Guaranty Claims.

(g) Guarantor Cooperation Obligations. Each Guarantor hereby agrees to cooperate with and provide information to the ABL Agent, the Plan Administrator and the Plan Trustee upon request, including, without limitation, the execution and delivery of such instruments, assignments, or other documents or agreements, and taking such actions, as necessary, appropriate or desirable to give effect to the intent of this Plan; the turnover of requested books and records of the Debtor; providing information and an explanation of historical practices and procedures used by the Debtor; providing passwords, other means of access to, and copies of the Debtor's electronic data and records; and identification of service providers and contractors who have provided services to the Debtor prior to the Effective Date and the terms and conditions of such services. The foregoing continuing obligations of the Guarantors are referred to herein as the "Guarantor Cooperation Obligations."

**7.13 Injunction Related to Confirmation**

*Except as otherwise expressly provided in the Plan (including Section 4.02), the Confirmation Order or a separate order of the Court, all Persons who have held, hold or may hold Claims against or Equity Interests in the Debtor, are permanently enjoined, on and after the Effective Date, from (i) commencing or continuing in any manner any Action or other proceeding of any kind with respect to any such Claim or Equity Interest against the Debtor, (ii) enforcing, attaching, collecting or recovering by any manner or means of any judgment, award, decree or order against the Debtor on account of any such Claim or Equity Interest, (iii) creating, perfecting or enforcing any Lien or asserting control of any kind against the Debtor or against the property or interests in property of the Debtor on account of any such Claim or Equity Interest and (iv) asserting any right of setoff, subrogation or recoupment of any kind against any obligation due from the Debtor or against the property or interests in property of the Debtor on account of any such Claim or Equity Interest. Such injunctions*

Exhibit "A"

*shall extend to successors of the Debtor (including, without limitation, the Plan Trustee) and their respective properties and interests in property.*

#### **7.14 Injunction Against Interference With the Plan**

*Upon the entry of a Confirmation Order with respect to the Plan, all holders of Claims and Equity Interests and other parties in interest, along with their respective present or former employees, agents, officers, directors, or principals, shall be enjoined from taking any Actions to interfere with the implementation or consummation of the Plan, except with respect to Actions any such entity may take in connection with the pursuit of appellate rights.*

### **ARTICLE VIII**

#### **CONFIRMATION AND EFFECTIVENESS OF THE PLAN**

##### **8.01 Conditions Precedent to Confirmation**

The Plan shall not be confirmed by the Court unless and until the following conditions shall have been satisfied or waived pursuant to Section 8.04 of the Plan:

(a) The Confirmation Order shall include, among other things, a finding of fact that the Debtor, and its present and former members, officers, directors, employees, advisors, attorneys, and agents acted in good faith within the meaning of and with respect to all of the Actions described in section 1125(e) of the Code and are, therefore, not liable for the violation of any applicable law, rule or regulation governing such Actions; and

(b) The Plan Administrator, if applicable, shall have been selected by the Debtor and approved by the ABL Agent and his or her engagement agreement shall have been filed with the Court;

(c) The Plan Trustee shall have been selected by the Debtor and approved by the Committee and the Liquidation Trust Agreement shall have been filed with the Court; and

(d) All exhibits to the Plan shall be in form and substance reasonably acceptable to the Debtor and the ABL Agent and approved by the Court.

##### **8.02 Conditions Precedent to Effective Date**

The Plan shall not become effective, and the Effective Date shall not occur, unless and until the following conditions have been satisfied or waived pursuant to Section 8.04 of the Plan:

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

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

Exhibit "A"

(c) If applicable, the Sale has closed or closes contemporaneously with the occurrence of the Effective Date, or if there is an Auction Cancellation, the Plan Administrator's engagement agreement and appointment have taken effect or take effect contemporaneously with the occurrence of the Effective Date.

### **8.03 Effect of Failure of Conditions**

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

### **8.04 Waiver of Conditions**

With the express written consent of the ABL Agent, the Debtor may waive one or more of the conditions precedent to confirmation of the Plan, or the condition precedent to effectiveness of the Plan set forth in Section 8.02 of the Plan.

## **ARTICLE IX**

### **RETENTION OF JURISDICTION**

The Court shall have exclusive jurisdiction of all matters arising out of, and related to, this Case and the Plan pursuant to, and for the purposes of, sections 105(a) and 1142 of the Code and for, among other things, the following purposes:

(a) to hear and determine pending applications for the assumption or rejection of Executory Contracts or unexpired leases, if any are pending, and the allowance of Claims resulting, therefrom;

(b) to determine any and all adversary proceedings, motions, applications and contested matters, and other litigated matters pending on the Confirmation Date;

(c) to hear and determine all Actions, including, without limitation, Actions commenced by the Debtor or any other party in interest with standing to do so, pursuant to sections 505, 542, 543, 544, 545, 547, 548, 549, 550, 551, and 553 of the Code, collection matters related thereto, and settlements thereof, except that with respect to the Loan Portfolio and any other Collateral, the Court's jurisdiction shall not be exclusive;

Exhibit "A"

(d) to hear and determine any objections to or the allowance, classification, priority, compromise, estimation or payments of any Administrative Claims, Claims or Equity Interests;

(e) to ensure that Distributions to holders of Allowed Claims are accomplished as provided in the Plan;

(f) to enter and implement such orders as may be appropriate in the event the Confirmation Order is for any reason stayed, revoked, modified or vacated;

(g) to issue such orders in aid of execution and consummation of the Plan, to the extent authorized by section 1142 of the Code;

(h) to consider any amendments to or modifications of the Plan, to cure any defect or omission, or to reconcile any inconsistency in the Plan, the Plan Supplement, or any order of the Court, including, without limitation, the Confirmation Order;

(i) to hear and determine all applications for compensation and reimbursement of expenses of Professionals under sections 330, 331, and 503(b) of the Code;

(j) to hear and determine disputes arising in connection with the interpretation, implementation or enforcement of the Plan;

(k) to recover all Assets of the Debtor and Property of the Estate, wherever located, except that with respect to the Loan Portfolio and any other Collateral, the Court's jurisdiction shall not be exclusive;

(l) to determine any Claim of or any liability to a governmental unit that may be asserted as a result of the transactions contemplated herein;

(m) to enforce the Plan, the Confirmation Order and any other order, judgment, injunction or ruling entered or made in this Case, including, without limitation, injunction, exculpation and releases provided for in the Plan;

(n) to take any action and issue such orders as may be necessary to construe, enforce, implement, execute, and consummate the Plan or to maintain the integrity of the Plan following consummation;

(o) to hear and determine matters concerning state, local and federal taxes in accordance with sections 346, 505, and 1146 of the Code (including, but not limited to, an expedited determination under section 505(b) of the Code of the tax liability of the Debtor for all taxable periods through the Effective Date for all taxable periods of the Debtor through the liquidation and dissolution of such entity);

(p) to hear any other matter not inconsistent with the Code; and

(q) to enter a Final Decree closing this Case.

Exhibit "A"

**ARTICLE X****MISCELLANEOUS PROVISIONS****10.01 Effectuating Documents and Further Transactions.**

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

**10.02 Exemption from Transfer Taxes.**

Pursuant to section 1146(c) of the Code, the issuance, transfer or exchange of notes or equity securities under the Plan, including new common stock, creation of any mortgage, deed of trust or other security interest, the making or assignment of any lease or sublease, or the making or delivery of any instrument of transfer under, in furtherance of, or in connection with the Plan, including, without limitation, any merger agreements or agreements of consolidation, deeds, bills of sale or assignments executed in connection with any of the transactions contemplated by the Plan, shall not be subject to any stamp, real estate transfer, mortgage recording, or other similar tax.

**10.03 Authorization to Request Prompt Tax Determinations.**

The Debtor (or the Plan Administrator) is authorized, but not required, to request an expedited determination under section 505(b) of the Code of the tax liability of the Debtor, for all taxable periods through the Effective Date.

**10.04 Payment of Statutory Fees**

The Debtor shall be responsible for timely payment of fees incurred pursuant to 28 U.S.C. § 1930(a)(6). After confirmation, the Debtor (or the Plan Administrator) shall file with the Court and serve on the United States Trustee a quarterly financial report regarding all income and disbursements, including all plan payments, for each quarter (or portion thereof) this Case remains open.

**10.05 Amendment or Modification of Plan**

Alterations, amendments or modifications of the Plan may be proposed in writing by the Debtor at any time prior to the Confirmation Date in conformity with section 1127(a) of the Code, provided that the Plan, as altered, amended or modified, satisfies the conditions of sections 1122, 1123 and 1129 of the Code, and the Debtor shall have complied with section 1125 of the Code. The Plan may be altered, amended or modified by the Debtor (or the Plan Administrator) at any time after the Confirmation Date in conformity with section 1127(b) of the Code, provided that the Plan, as altered, amended or modified, satisfies the requirements of sections 1122 and 1123 of the Code and the Court, after notice and a hearing, confirms the Plan, as altered, amended or modified, under section 1129 of the Code and the circumstances warrant such

Exhibit "A"

alterations, amendments or modifications. A holder of a Claim that has accepted the Plan shall be deemed to have accepted the Plan, as altered, amended or modified, if the proposed alteration, amendment or modification does not materially and adversely change the treatment of the Claim of such holder.

#### **10.06 Severability**

In the event that the Court determines, prior to the Confirmation Date, that any provision in the Plan is invalid, void or unenforceable, such provision shall be invalid, void or unenforceable with respect to the holder or holders of such Claims or Equity Interests as to which the provision is determined to be invalid, void or unenforceable. The invalidity, voidness or unenforceability of any such provision shall in no way limit or affect the enforceability and operative effect of any other provision of the Plan. The Court, at the request of the Debtor (or the Plan Administrator), shall have the power to alter and interpret such term or provision to make it valid or enforceable to the maximum extent practicable, consistent with the original purpose of the term or provision held to be invalid, void, or unenforceable, and such term or provision shall then be applicable as altered or interpreted. The Confirmation Order shall constitute a judicial determination and shall provide that each term and provision of the Plan, as it may have been altered or interpreted in accordance with the foregoing, is valid and enforceable pursuant to its terms.

#### **10.07 Revocation or Withdrawal of the Plan**

The Debtor reserves the right to revoke or withdraw the Plan prior to the Confirmation Date. If the Debtor revokes or withdraws the Plan prior to the Confirmation Date, then the Plan shall be deemed null and void. In such event, nothing contained herein shall constitute or be deemed a waiver or release of any Claims or Actions by or against the Debtor or any other Person, an admission against interests of the Debtor, nor shall it prejudice in any manner the rights of the Debtor or any Person in any further proceedings involving the Debtor.

#### **10.08 Notices**

All notices, requests and demands to or upon the Debtor to be effective shall be in writing and, unless otherwise expressly provided in the Plan, shall be deemed to have been duly given or made when actually delivered or, in the case of notice by facsimile transmission, when received and telephonically confirmed, addressed as follows:

##### **If to the Debtor:**

Summit Financial Corp.  
Attention: David Wheeler, Vice President  
100 NW 100 Ave  
Plantation, FL 33324

Exhibit "A"

**With a copy to:**

Zach B. Shelomith, Esq.  
Leiderman Shelomith Alexander  
+ Somodevilla, PLLC  
2699 Stirling Rd # C401  
Ft. Lauderdale, FL 33312  
[zbs@lsaslaw.com](mailto:zbs@lsaslaw.com)

**10.09 Governing Law**

Except to the extent the Code, Rules or other federal law is applicable, or to the extent the Plan or any agreement entered into pursuant to the Plan provides otherwise, and except to the extent provided in the Loan Agreement with respect to the ABL Credit Facility Claims, the rights and obligations arising under the Plan shall be governed by, and construed and enforced in accordance with, the laws of the State of Florida, without giving effect to the principles of conflicts of law of such jurisdiction.

**10.10 Withholding and Reporting Requirements**

In connection with the consummation of the Plan, the Debtor (or the Plan Administrator), as the case may be, shall comply with all withholding and reporting requirements imposed by any federal, state, local or foreign taxing authority and all distributions hereunder shall be subject to any such withholding and reporting requirements.

**10.11 Section 1125(e) of the Code**

As of the Confirmation Date, the Debtor shall be deemed to have solicited acceptances of the Plan in good faith and in compliance with the applicable provisions of the Code. As of the Confirmation Date, the Debtor and its respective members, officers, directors, agents, financial advisors, attorneys, employees, equity holders, partners, Affiliates and representatives shall be deemed to have participated in good faith and in compliance with the applicable provisions of the Code in the offer and issuance of the new securities hereunder, and therefore are not, and on account of such offer, issuance and solicitation shall not be, liable at any time for the violation of any applicable law, rule or regulation governing the solicitation of acceptances or rejections hereof or other offer and issuance of new securities under the Plan.

**10.12 Filing of Additional Documents**

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

**10.13 Substantial Consummation**

On the Effective Date, the Plan shall be deemed to be substantially consummated under sections 1101 and 1127(b) of the Code.

Exhibit "A"

**10.14 Final Decree**

Once there has been Substantial Consummation of the Plan, the Debtor (or the Plan Administrator) shall file a motion with the Court to obtain a final decree to close this Case.

**10.15 Inconsistency**

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

**10.16 No Penalty for Prepayment**

Neither the Debtor nor the Plan Administrator shall be liable for payment of any sum or interest in the form of a penalty relating to the prepayment of any claim treated under this Plan.

**10.17 Remedy of Defects**

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

**10.18 Construction**

This Plan has been negotiated and drafted through the joint efforts of the Debtor, the Committee, the ABL Agent and their respective counsel. Neither the provisions of this Plan nor any alleged ambiguity herein shall be interpreted, construed or resolved against any party on the grounds that such party or its counsel drafted this Plan or any part of this Plan or based on any other rule of strict construction.

**10.19 Exculpation**

*Subject to the occurrence of the Effective Date, and except as excluded from the scope of the releases in Section 7.12, neither the Debtor, the Plan Administrator nor the Plan Trustee, nor any of their respective members, officers, directors, agents, financial advisors, attorneys, employees, equity holders, partners, affiliates and representatives, nor the ABL Lender Parties, nor any of their respective officers, employees or attorneys (collectively, the "Exculpated Parties") shall have or incur any liability to any holder of a Claim or Equity Interest for any act or omission in connection with, related to, or arising out of, the drafting and negotiation of the Plan, the pursuit of confirmation of the Plan, the consummation of the Plan or the administration of the Plan or the property to be distributed under the Plan; provided, however, that the foregoing shall not operate as a waiver or release for (i) willful misconduct or gross negligence, and (ii) with respect to Professionals, liability arising from claims of professional negligence which shall be governed by the standard of care otherwise*

Exhibit "A"

*applicable to professional negligence claims under applicable nonbankruptcy law, and, in all respects, the Exculpated Parties shall be entitled to rely upon the advice of counsel with respect to their duties and responsibilities under the Plan; provided further that nothing in the Plan shall, or shall be deemed to, release the Exculpated Parties, or exculpate the Exculpated Parties with respect to, their respective obligations or covenants arising pursuant to the Plan; provided further that the foregoing shall not operate as a waiver or release of Claims by governmental entities arising under environmental laws.*

## ARTICLE XI

### CONCLUSION

The aforesaid provisions shall constitute the Chapter 11 Plan of the Debtor. This Plan, when approved and confirmed by the Court, shall be deemed binding on the Debtor, the Plan Administrator and all creditors and all parties in interest and their successors and assigns in accordance with section 1141 of the Code.

Dated: October 12, 2018

SUMMIT FINANCIAL CORP.

By:   
David Wheeler, Vice President

Submitted by:

**Zach B. Shelomith, Esq.**

**Florida Bar No.: 0122548**

E-Mail: [zbs@lsaslaw.com](mailto:zbs@lsaslaw.com)

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**Florida Bar No. 149527**

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6625 Miami Lakes Dr East # 379

Miami Lakes, Florida 33014

Tel. No.: 305-828-4744

Fax No.: 305-828-4718

*Counsel for the Debtor*

Exhibit "A"

UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF FLORIDA  
FORT LAUDERDALE DIVISION  
[www.flsb.uscourts.gov](http://www.flsb.uscourts.gov)

**In re:**

**SUMMIT FINANCIAL CORP.,**

Debtor.

**Chapter 11**

**Case No. 18-13389-RBR**

**EXHIBIT A**  
**BIDDING AND AUCTION PROCEDURES**

These bidding and auction procedures (the "Bidding Procedures") are to be employed in connection with the proposed sale of substantially all of the Assets (as defined below) of **Summit Financial Corp.**, as debtor and debtor-in-possession (the "Debtor"), and solely to the extent that Bank of America, N.A., in its capacity as agent for itself and BMO Harris Bank, N.A., vote to accept the Debtor's Chapter 11 Plan. Pursuant to the Bidding Procedures, the Debtor shall solicit bids for the purchase of the Assets, conduct an auction for the Assets (the "Auction") if the Debtor receives two or more Qualified Bids (as defined below), and thereafter seek entry of an order (the "Sale Order"), after notice and a hearing (the "Sale Approval Hearing"), authorizing and approving the sale of the Assets to the Successful Bidder (as defined below).

**A. Assets to be Sold**

The Debtor seeks to sell substantially all of its assets, including, without limitation, all of its consumer loan portfolio and related documents and rights, customer data and information, fixtures, furniture, equipment and supplies (collectively, the "Assets"). Any bidder may submit a bid (i) for all of the Assets, or (ii) for only the Debtor's consumer loan portfolio and related documents and rights, or (iii) for only the Debtor's fixtures, furniture, equipment and supplies. Except as otherwise provided in definitive documentation with respect to any sale of the Assets, all of the Debtor's rights, title and interest in and to the Assets shall be sold free and clear of all liens, claims, encumbrances, rights, remedies, restrictions, pledges, interests, liabilities, charges, options and contractual commitments of any kind or nature whatsoever, whether arising before or after the date that the Debtor filed its chapter 11 case in this Court, whether at law or in equity, in accordance with section 363 of the Bankruptcy Code.

**B. Bid Deadline**

Any entity wishing to participate in the Auction (a "Potential Bidder") must submit a Qualified Bid (as defined below) in writing to \_\_\_\_\_, **so as to be actually received on or before \_\_\_\_\_, 2018, at 5:00 p.m. (Eastern Time)** (the "Bid Deadline"),

which deadline may be extended in writing by the Debtor in consultation with the Agent and the Committee.

### **C. Bid Requirements**

Only bids for the Assets that constitute "Qualified Bids" will be considered by the Debtor. A "Qualified Bid" is an offer to purchase the Assets that: (i) identifies the specific Assets to be purchased; (ii) identifies the price to be paid for the Assets to be purchased, or, if purchasing all or substantially all of the Assets, an amount at least equal to (x) the price identified in the Stalking Horse Agreement (if applicable) *plus* (y) the Break-Up Fee and Expense Reimbursement (if any) *plus* (z) not less than \$250,000 (such amount shall be referred to as the "Overbid Amount"); (iii) identifies any proposed revisions to the Stalking Horse Agreement or the form of asset purchase agreement provided by the Debtor (the "Form APA"); (iv) identifies the Potential Bidder and the officer(s) or authorized agent(s) who will appear on behalf of such Potential Bidder and discloses all of the Potential Bidder's relationships with the Debtor or insiders of the Debtor; (v) provides evidence, satisfactory to the Debtor, the Agent and the Committee, of the Potential Bidder's financial wherewithal and operational ability to consummate the proposed transaction; (vi) provides that such offer is not subject to any due diligence or financing contingency or further board or similar approval; (vii) provides for a non-refundable good faith deposit (a "Good Faith Deposit") to be submitted to the Debtor on or before the Bid Deadline in an amount equal to not less than five percent (5%) of the proposed purchase price; (viii) identifies any Contracts or Leases to be assumed and assigned in connection with the proposed purchase of the Assets and provides evidence of the Potential Bidder's ability to provide adequate assurance of future performance under such Contracts and Leases; (ix) provides that such offer is irrevocable until the later of (a) consummation of a transaction involving any other Potential Bidder for the same Assets and (b) the first business day that is thirty (30) days after the conclusion of the Sale Approval Hearing; (x) includes a copy of a board resolution or similar document demonstrating the authority of the Potential Bidder to submit an offer to purchase the Assets on the terms proposed by such Potential Bidder; (xi) identifies with specificity any assets being purchased that are not subject to liens or security interests in favor of the Agent and states the price being paid for each of such assets; and (xii) contains the form of order approving the proposed transaction that the Potential Bidder would request the Debtor to submit to the Court.

In the event that the Debtor enters into a Stalking Horse Agreement, the Debtor will file the Stalking Horse Agreement (or the Form APA, if no Stalking Horse Bidder is selected) with the Court on or before \_\_\_\_\_. Upon request, the Debtor will provide copies of such documents to any Potential Bidder. The Debtor may, in its business judgment, communicate with any Potential Bidder and may request any additional information reasonably required in connection with the evaluation of any such Potential Bidder or bid submitted by such Potential Bidder.

As soon as practicable after a Potential Bidder submits a bid, the Debtor, in consultation with the Agent and the Committee, will determine whether such bid is a Qualified Bid and will notify such Potential Bidder of such determination. The Debtor reserves the right to consider bids for the Assets that do not conform to one or more of the aforementioned requirements, and in consultation with the Agent and the Committee, may deem such bids to be Qualified Bids

notwithstanding such requirements. The Debtor may aggregate separate bids from unaffiliated Potential Bidders to create one Qualified Bid, provided, however, that all such Potential Bidders shall remain subject to section 363(n) of the Bankruptcy Code regarding collusive bidding.

**D. Potential Stalking Horse Bid**

The Debtor may, with the prior written consent of the Agent and the Committee and subject to approval by the Court, provide the Stalking Horse Bidder with a Break-Up Fee of up to \$1,100,000 and an Expense Reimbursement in an amount up to \$50,000 for its actual and reasonable documented out-of-pocket legal fees and expenses incurred solely in connection with the proposed purchase of the Assets. Payment of the Break-Up Fee and the Expense Reimbursement must be contingent upon a determination that the Stalking Horse Bidder is not in default, has not previously terminated its bid, is not determined to be the Successful Bidder, is not an "insider" of the Debtor, as such term is defined in section 101(31) of the Bankruptcy Code, and the sale of the Assets has been finally consummated to someone other than the Stalking Horse Bidder.

**E. Due Diligence**

Through and including the Bid Deadline, the Debtor will afford Potential Bidders the opportunity to conduct a due diligence investigation regarding the Assets in the manner determined by the Debtor, in its business judgment, to be reasonable and appropriate. Upon request, the Debtor will provide each Potential Bidder with a copy of the Bidding Procedures and a form Sale Order, together with a copy of the Stalking Horse Agreement (or the Form APA, if no Stalking Horse Bidder is selected). Should any Potential Bidder desire additional or further information, such Potential Bidder will be required to execute a confidentiality agreement in form and substance satisfactory to the Debtor in its business judgment. Upon execution of such confidentiality agreement, the applicable Potential Bidder will be given access (through a virtual data room, site inspections or otherwise) to various financial data and other relevant and confidential information. The Debtor shall not be obligated to furnish access to any such information to any entity that does not execute a confidentiality agreement in form and substance satisfactory to the Debtor in its business judgment.

**F. Credit Bid**

Unless prohibited by the Court for cause under 11 U.S.C. § 363(k), on or before the conclusion of the Auction, the Agent may submit a credit bid for some or all of the Assets. The Agent shall be deemed a Qualified Bidder upon its submission of a credit bid and may assign any credit bid at any time prior to closing.

**G. The Auction**

If two or more Qualified Bids are received on or before the Bid Deadline, the Debtor shall conduct the Auction commencing on \_\_\_\_\_, at 10:00 a.m. (Eastern Time), at the offices of counsel for the Committee, Rice Pugatch Robinson Storfer & Cohen, PLLC, 101 Northeast Third Avenue, Suite 1800, Fort Lauderdale, FL 33301, to determine the Successful

Bid. The Auction will be transcribed or videotaped. The Auction may be adjourned or rescheduled without further notice by an announcement of the adjourned date at the Auction.

#### **H. Auction Procedures**

Only an entity that has submitted a Qualified Bid (a "Qualified Bidder"), the Debtor and its counsel, the Committee and its counsel, the Agent and its counsel, BMO Harris Bank, N.A., and its counsel, and counsel for the equity owners of the Debtor, are eligible to attend and participate in the Auction. All participants shall appear in person, by telephone, or through a duly authorized representative. Prior to the Auction, the Debtor, in consultation with the Agent and the Committee, shall select the Qualified Bid that, in its business judgment, reflects the highest or otherwise best value as the starting bid (the "Starting Auction Bid") and advise all participants in the Auction of the terms of the Starting Auction Bid. Qualified Bidders may then submit, at the Auction, bids that are better and higher than the Starting Auction Bid in incremental amounts not less than \$250,000, provided that the Debtor, in its reasonable discretion and in consultation with the Agent and the Committee, may adjust the Overbid Amount without further order of the Court. By bidding, each Qualified Bidder shall be deemed to have confirmed that it has not engaged in any collusion with respect to the bidding or sale.

In consultation with the Agent and the Committee, the Debtor shall determine the Successful Bid and the Back-Up Bid. Throughout the course of the Auction, all Qualified Bidders that submit bids shall be required to serve as the Back-Up Bid at their last offered bid in the event that such Qualified Bidder is selected as the Back-Up Bid.

The Debtor may adjourn, continue, or re-open the Auction and reserves the right to adopt other and further rules and procedures for the Auction that, in its business judgment, will better promote the goals of the Auction, in each case following consultation with the Agent and the Committee.

#### **I. Determination of Successful Bid**

As soon as reasonably practicable following the Bid Deadline (if only one Qualified Bid is submitted) or the Auction (if two or more Qualified Bids are submitted), the Debtor, in consultation with the Agent and the Committee, shall review each Qualified Bid that has been submitted and determine, in the Debtor's reasonable discretion and in consultation with the Agent and the Committee, whether any Qualified Bid is the Successful Bid. In making such determination, the Debtor, in consultation with the Agent and the Committee, may consider any factor that it deems relevant, including, without limitation, the purchase price, the payment of any Break-Up Fee and Expense Reimbursement, any benefit to the Debtor's estate from any proposal to assume liabilities of the Debtor, and factors affecting the speed and certainty of closing the sale of the Assets.

As soon as practicable following notification of the determination of the Successful Bid, but prior to the Sale Approval Hearing, the Successful Bidder must execute a definitive agreement to purchase the Assets (an "Asset Purchase Agreement"), to the extent not previously executed, in all respects acceptable to the Debtor, in consultation with the Agent and the Committee, and consistent with such Successful Bidder's proposed revisions to the Stalking

Horse Agreement, if any, or the Form APA, unless otherwise agreed by the Debtor in consultation with the Agent and the Committee.

The presentation of the Successful Bid to the Court for approval does not constitute the Debtor's acceptance of such bid. The Debtor will be deemed to have accepted the Successful Bid only when such bid has been approved by the Court pursuant to the Sale Order and the sale of the Assets proposed in such bid has been consummated.

**J. Back-Up Bid**

The Successful Bidder(s) shall be required to consummate the purchase of the Assets no later than **5:00 p.m. (Eastern Time) on \_\_\_\_\_**. If the Successful Bidder(s) fails to timely consummate the purchase of the Assets, or any part thereof, then the Debtor shall be authorized, but not required, to consummate the sale of the Assets to the Qualified Bidder that submitted the Back-Up Bid (the "Back-Up Bidder") pursuant to the terms of such Back-Up Bid no later than **5:00 p.m. (Eastern Time) on \_\_\_\_\_**. If the Successful Bidder(s) fails to timely consummate the purchase of the Assets because of a breach, default or failure to perform on the part of such Successful Bidder, the Debtor reserves the right to seek all available damages from such Successful Bidder.

**K. Reservation of Rights**

The Debtor reserves the right to determine in its reasonable discretion, and in consultation with the Agent and the Committee, whether any Qualified Bid is a Successful Bid. The Debtor also reserves the right to modify the Bidding Procedures, in consultation with the Agent and the Committee, without the need for any further order of the Bankruptcy Court, including, without limitation, (i) extending the deadlines set forth in the Bidding Procedures, (ii) adjourning the Auction, and (iii) withdrawing any Assets from the sale process at any time prior to or during the Auction.

**L. Disposition of Good Faith Deposits**

All Good Faith Deposits shall be held in a separate escrow account for the benefit of the Debtor and subject to the adequate protection liens of the Agent. As soon as practicable following the consummation of the sale of the Assets, any Good Faith Deposit received from a Qualified Bidder who is not determined to be the Successful Bidder or a Back-Up Bidder shall be released from escrow and returned to such Qualified Bidder. If the Successful Bidder or a Back-Up Bidder fails to consummate the purchase of the Assets, or any part thereof, because of a breach, default or failure to perform on the part of such Successful Bidder or a Back-Up Bidder, the Debtor will not have any obligation to return the Good Faith Deposit deposited by such Successful Bidder or a Back-Up Bidder, and such Good Faith Deposit shall irrevocably become property of the Debtor, subject to the adequate protection liens of the Agent, without affecting or reducing any of the Debtor's other rights or claims against such Successful Bidder or Back-Up Bidder. If a Successful Bidder or a Back-Up Bidder fails to consummate the purchase of the Assets, or any part thereof, because of a material breach, default or failure to perform on the part of the Debtor, the Good Faith Deposit deposited by such Successful Bidder or a Back-Up Bidder shall be returned to such Successful Bidder or Back-Up Bidder. If a

Successful Bidder consummates the purchase of the Assets, the Good Faith Deposit deposited by such Successful Bidder shall be applied as a credit toward the purchase price for the Assets and the Good Faith Deposit of the Back-Up Bidder shall be returned to the Back-Up Bidder.

**M. As Is, Where Is**

The sale of the Assets shall be on an "as is, where is" basis and without representations or warranties of any kind, nature, or description by the Debtor, its estate, or its agents or representatives. Except as otherwise expressly provided in these Bidding Procedures, any applicable Stalking Horse Agreement, or any applicable Asset Purchase Agreement, each Potential Bidder that submits a bid shall be deemed to acknowledge and represent that it (i) has had an opportunity to conduct any and all due diligence regarding the Assets prior to making its bid, (ii) has relied solely upon its own independent review, investigation and/or inspection of any documents and/or the Assets in making its bid, and (iii) did not rely upon any written or verbal statements, representations, promises, warranties or guaranties whatsoever, from anyone, whether express, implied, by operation of law or otherwise, regarding the Assets, or the accuracy or completeness of any information provided in connection therewith.

**N. Sale Approval Hearing**

The sale of the Assets and applicable Asset Purchase Agreement shall be presented for authorization and approval by the Court at the Sale Approval Hearing, which the Debtor proposes be held at **10:00 a.m. (Eastern Time) on \_\_\_\_\_**, at the United States Bankruptcy Court, 299 East Broward Boulevard, Courtroom 308, Fort Lauderdale, Florida 33301, subject to the availability of the Court. The Sale Approval Hearing may be adjourned or rescheduled without further notice by an announcement of the adjourned date at the Sale Approval Hearing.

# **EXHIBIT B**

## **DEBTOR'S SCHEDULE B, APPRAISAL AND STATEMENT OF FINANCIAL AFFAIRS**

## Fill in this information to identify the case:

Debtor name **Summit Financial Corp.**United States Bankruptcy Court for the: **SOUTHERN DISTRICT OF FLORIDA**Case number (if known) **18-13389**☐ Check if this is an amended filing

## Official Form 206A/B

## Schedule A/B: Assets - Real and Personal Property

12/15

Disclose all property, real and personal, which the debtor owns or in which the debtor has any other legal, equitable, or future interest. Include all property in which the debtor holds rights and powers exercisable for the debtor's own benefit. Also include assets and properties which have no book value, such as fully depreciated assets or assets that were not capitalized. In Schedule A/B, list any executory contracts or unexpired leases. Also list them on *Schedule G: Executory Contracts and Unexpired Leases* (Official Form 206G).

Be as complete and accurate as possible. If more space is needed, attach a separate sheet to this form. At the top of any pages added, write the debtor's name and case number (if known). Also identify the form and line number to which the additional information applies. If an additional sheet is attached, include the amounts from the attachment in the total for the pertinent part.

For Part 1 through Part 11, list each asset under the appropriate category or attach separate supporting schedules, such as a fixed asset schedule or depreciation schedule, that gives the details for each asset in a particular category. List each asset only once. In valuing the debtor's interest, do not deduct the value of secured claims. See the instructions to understand the terms used in this form.

Part 1: **Cash and cash equivalents**

## 1. Does the debtor have any cash or cash equivalents?

- ☐ No. Go to Part 2.  
☒ Yes Fill in the information below.

All cash or cash equivalents owned or controlled by the debtor

Current value of debtor's interest

3. **Checking, savings, money market, or financial brokerage accounts** (Identify all)

Name of institution (bank or brokerage firm)

Type of account

Last 4 digits of account number

3.1. **Bank of America, N.A.****Depository Account****8407****\$570,889.75**3.2. **Bank of America, N.A.****Accounts Payable****9562****\$3,667.13**3.3. **Bank of America, N.A.****Funding Account****8410****\$0.00**3.4. **Bank of America, N.A.****Payroll Account****9570****\$0.00**4. **Other cash equivalents** (Identify all)5. **Total of Part 1.**

Add lines 2 through 4 (including amounts on any additional sheets). Copy the total to line 80.

**\$574,556.88**Part 2: **Deposits and Prepayments**

## 6. Does the debtor have any deposits or prepayments?

- ☒ No. Go to Part 3.  
☐ Yes Fill in the information below.

Debtor **Summit Financial Corp.**  
NameCase number (If known) **18-13389****Part 3: Accounts receivable****10. Does the debtor have any accounts receivable?**

- ☐ No. Go to Part 4.
- ☒ Yes Fill in the information below.

**11. Accounts receivable**

11a. 90 days old or less:	<b>129,555,000.00</b>	-	<b>0.00</b>	= ....	<b>\$129,555,000.00</b>
	face amount		doubtful or uncollectible accounts		

11b. Over 90 days old:	<b>5,824,555.00</b>	-	<b>0.00</b>	=....	<b>\$5,824,555.00</b>
	face amount		doubtful or uncollectible accounts		

**12. Total of Part 3.**

Current value on lines 11a + 11b = line 12. Copy the total to line 82.

**\$135,379,555.00****Part 4: Investments****13. Does the debtor own any investments?**

- ☒ No. Go to Part 5.
- ☐ Yes Fill in the information below.

**Part 5: Inventory, excluding agriculture assets****18. Does the debtor own any inventory (excluding agriculture assets)?**

- ☒ No. Go to Part 6.
- ☐ Yes Fill in the information below.

**Part 6: Farming and fishing-related assets (other than titled motor vehicles and land)****27. Does the debtor own or lease any farming and fishing-related assets (other than titled motor vehicles and land)?**

- ☒ No. Go to Part 7.
- ☐ Yes Fill in the information below.

**Part 7: Office furniture, fixtures, and equipment; and collectibles****38. Does the debtor own or lease any office furniture, fixtures, equipment, or collectibles?**

- ☐ No. Go to Part 8.
- ☒ Yes Fill in the information below.

General description	Net book value of debtor's interest (Where available)	Valuation method used for current value	Current value of debtor's interest
39. <b>Office furniture</b> All office furniture in the Debtor's possession is listed on the attached Personal Property Summary Appraisal Report, performed by Moecker Auctions on April 9, 2018.	<b>\$14,225.00</b>	<b>Appraisal</b>	<b>\$14,225.00</b>

**40. Office fixtures****41. Office equipment, including all computer equipment and**

Official Form 206A/B

Schedule A/B Assets - Real and Personal Property

page 2

Debtor **Summit Financial Corp.**Case number (If known) **18-13389**

Name

communication systems equipment and software  
**All office equipment in the Debtor's possession is listed on the attached Personal Property Summary Appraisal Report, performed by Moecker Auctions on April 9, 2018. The value of same is incorporated in item 39 above.**

**\$0.00****Appraisal****\$0.00**

42. **Collectibles** *Examples:* Antiques and figurines; paintings, prints, or other artwork; books, pictures, or other art objects; china and crystal; stamp, coin, or baseball card collections; other collections, memorabilia, or collectibles

43. **Total of Part 7.**

Add lines 39 through 42. Copy the total to line 86.

**\$14,225.00**44. **Is a depreciation schedule available for any of the property listed in Part 7?**☒ No☐ Yes45. **Has any of the property listed in Part 7 been appraised by a professional within the last year?**☐ No☒ Yes**Part 8: Machinery, equipment, and vehicles**46. **Does the debtor own or lease any machinery, equipment, or vehicles?**☒ No. Go to Part 9.☐ Yes Fill in the information below.**Part 9: Real property**54. **Does the debtor own or lease any real property?**☒ No. Go to Part 10.☐ Yes Fill in the information below.**Part 10: Intangibles and intellectual property**59. **Does the debtor have any interests in intangibles or intellectual property?**☐ No. Go to Part 11.☒ Yes Fill in the information below.

General description	Net book value of debtor's interest (Where available)	Valuation method used for current value	Current value of debtor's interest
60. <b>Patents, copyrights, trademarks, and trade secrets</b>			
61. <b>Internet domain names and websites</b> <b>Interest in website:</b> <b>www.summitfinancialcorp.org</b>	<b>Unknown</b>	<b>N/A</b>	<b>Unknown</b>

62. **Licenses, franchises, and royalties**63. **Customer lists, mailing lists, or other compilations**64. **Other intangibles, or intellectual property**65. **Goodwill**

Debtor **Summit Financial Corp.**

Name

Case number (If known) **18-13389**66. **Total of Part 10.**

Add lines 60 through 65. Copy the total to line 89.

**\$0.00**67. **Do your lists or records include personally identifiable information of customers** (as defined in 11 U.S.C. §§ 101(41A) and 107?☒ No☐ Yes68. **Is there an amortization or other similar schedule available for any of the property listed in Part 10?**☒ No☐ Yes69. **Has any of the property listed in Part 10 been appraised by a professional within the last year?**☒ No☐ Yes**Part 11: All other assets**70. **Does the debtor own any other assets that have not yet been reported on this form?**

Include all interests in executory contracts and unexpired leases not previously reported on this form.

☐ No. Go to Part 12.☒ Yes Fill in the information below.**Current value of  
debtor's interest**71. **Notes receivable**  
Description (include name of obligor)72. **Tax refunds and unused net operating losses (NOLs)**  
Description (for example, federal, state, local)73. **Interests in insurance policies or annuities**74. **Causes of action against third parties (whether or not a lawsuit  
has been filed)****Final Judgment against Shaun Alley****Case No. 2017-001129 CA 01****Miami-Dade County, Florida****\$25,604.75****Nature of claim** **Final Judgment in Complaint for  
Default on Retail Sales Contract****Amount requested** **\$25,604.75****Final Judgment against Nicole Armstrong****Case No. COSO17-007829****Broward County, Florida****\$8,733.76****Nature of claim** **Final Judgment in Complaint for  
Default on Retail Sales Contract****Amount requested** **\$8,733.76****Final Judgment against Wayne Askin****Case No. 2016-CC-13831****Orange County, Florida****\$10,734.78****Nature of claim** **Final Judgment in Complaint for  
Default on Retail Sales Contract****Amount requested** **\$10,734.78**

Debtor **Summit Financial Corp.**Case number (If known) **18-13389**

Name

**Final Judgment against Harriet Brown Spikes****Case No. COSO14-013220****Broward County, Florida****\$14,357.90**

Nature of claim	<b>Final Judgment in Complaint for Default on Retail Sales Contract</b>
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Amount requested	<b>\$14,357.90</b>
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**Final Judgment against Luis Berrios****Case No. 2016-11539 CA 01****Miami-Dade County, Florida****\$21,750.41**

Nature of claim	<b>Final Judgment in Complaint for Default on Retail Sales Contract</b>
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Amount requested	<b>\$21,750.41</b>
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**Final Judgment against Rosemary E. Braynen****Case No. 2016-010883 CC 25****Miami-Dade County, Florida****\$15,955.03**

Nature of claim	<b>Final Judgment in Complaint for Default on Retail Sales Contract</b>
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Amount requested	<b>\$15,955.03</b>
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**Final Judgment against Steven E. Brickhouse****Case No. 2016-CA-011273-O****Orange County, Florida****\$17,120.81**

Nature of claim	<b>Final Judgment in Complaint for Default on Retail Sales Contract</b>
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Amount requested	<b>\$17,120.81</b>
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**Final Judgment against Wynona De Dio Butler****Case No. COSO17-008168****Broward County, Florida****\$14,410.88**

Nature of claim	<b>Final Judgment in Complaint for Default on Retail Sales Contract</b>
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Amount requested	<b>\$14,410.88</b>
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**Final Judgment against Lenora Reddick Copeland****Case No. COSO15-001463****Broward County, Florida****\$12,523.55**

Nature of claim	<b>Final Judgment in Complaint for Default on Retail Sales Contract</b>
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Amount requested	<b>\$12,523.55</b>
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**Final Judgment against Dargys Diaz****Case No. CACE15-06829****Broward County, Florida****\$32,289.07**

Nature of claim	<b>Final Judgment in Complaint for Default on Retail Sales Contract</b>
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Amount requested	<b>\$32,289.07</b>
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Debtor Summit Financial Corp.Case number (If known) 18-13389

Name

**Final Judgment against Jean F. Fabien****Case No. 2016CA013308****Palm Beach County, Florida****\$18,655.83**

Nature of claim	<b>Final Judgment in Complaint for Default on Retail Sales Contract</b>
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Amount requested	<b>\$18,655.83</b>
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**Final Judgment against Eugelie Geffrard****Case No. COSO16-6947****Broward County, Florida****\$8,748.59**

Nature of claim	<b>Final Judgment in Complaint for Default on Retail Sales Contract</b>
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Amount requested	<b>\$8,748.59</b>
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**Final Judgment against Lisa Gentry****Case No. COSO14-001271****Broward County, Florida****\$2,772.09**

Nature of claim	<b>Final Judgment in Complaint for Default on Retail Sales Contract</b>
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Amount requested	<b>\$2,772.09</b>
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**Final Judgment against Devon Goodman****Case No. COSO15-6272****Broward County, Florida****\$6,768.98**

Nature of claim	<b>Final Judgment in Complaint for Default on Retail Sales Contract</b>
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Amount requested	<b>\$6,768.98</b>
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**Final Judgment against John Hellmark****Case No. 16-002514 CC****Bay County, Florida****\$11,747.42**

Nature of claim	<b>Final Judgment in Complaint for Default on Retail Sales Contract</b>
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Amount requested	<b>\$11,747.42</b>
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**Final Judgment against Jessica Harper****Case No. CACE17-001509****Broward County, Florida****\$21,995.21**

Nature of claim	<b>Final Judgment in Complaint for Default on Retail Sales Contract</b>
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Amount requested	<b>\$21,995.21</b>
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**Final Judgment against Michelle Jackson****Case No. 2016CC01048****Palm Beach County, Florida****\$6,436.29**

Nature of claim	<b>Final Judgment in Complaint for Default on Retail Sales Contract</b>
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Amount requested	<b>\$6,436.29</b>
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Debtor Summit Financial Corp.Case number (If known) 18-13389

Name

**Final Judgment against Camille Johnson****Case No. COSO14-04178****Broward County, Florida****\$6,436.29**

Nature of claim	<b>Final Judgment in Complaint for Default on Retail Sales Contract</b>
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Amount requested	<b>\$6,436.29</b>
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**Final Judgment against Laketsh Renee Johnson****Case No. 2016CC013158****Palm Beach County, Florida****\$13,997.77**

Nature of claim	<b>Final Judgment in Complaint for Default on Retail Sales Contract</b>
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Amount requested	<b>\$13,997.77</b>
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**Final Judgment against Raidel Lintres****Case No. 2016-030613 CA 01****Miami-Dade County, Florida****\$23,471.38**

Nature of claim	<b>Final Judgment in Complaint for Default on Retail Sales Contract</b>
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Amount requested	<b>\$23,471.38</b>
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**Final Judgment against Mary Mona Louissaint****Case No. 2017-SC-002702-O****Orange County, Florida****\$5,691.43**

Nature of claim	<b>Final Judgment in Complaint for Default on Retail Sales Contract</b>
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Amount requested	<b>\$5,691.43</b>
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**Final Judgment against Tierra Mable****Case No. 2016-CA-007451****Broward County, Florida****\$18,596.30**

Nature of claim	<b>Final Judgment in Complaint for Default on Retail Sales Contract</b>
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Amount requested	<b>\$18,596.30</b>
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**Final Judgment against Candace Milton****Case No. COSO14-001211****Broward County, Florida****\$11,706.44**

Nature of claim	<b>Final Judgment in Complaint for Default on Retail Sales Contract</b>
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Amount requested	<b>\$11,706.44</b>
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**Final Judgment against Felicia Mitchell****Case No. CACE14-20211****Broward County, Florida****\$24,546.94**

Nature of claim	<b>Final Judgment in Complaint for Default on Retail Sales Contract</b>
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Amount requested	<b>\$24,546.94</b>
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Debtor **Summit Financial Corp.**Case number (if known) **18-13389**

Name

**Final Judgment against Xinia M. Montalvo****Case No. 2015-1193 CC 25****Miami-Dade County, Florida****\$6,891.84**

Nature of claim	<b>Final Judgment in Complaint for Default on Retail Sales Contract</b>
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Amount requested	<b>\$6,891.84</b>
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**Final Judgment against Keisy Moore****Case No. COSO15-005086****Broward County, Florida****\$16,464.42**

Nature of claim	<b>Final Judgment in Complaint for Default on Retail Sales Contract</b>
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Amount requested	<b>\$16,464.42</b>
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**Final Judgment against Vivienne Myrttil****Case No. COSO14-001221****Broward County, Florida****\$7,054.00**

Nature of claim	<b>Final Judgment in Complaint for Default on Retail Sales Contract</b>
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Amount requested	<b>\$7,054.00</b>
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**Final Judgment against Tanya Robinson****Case No. 2017-CC-000817****Palm Beach County, Florida****\$13,307.94**

Nature of claim	<b>Final Judgment in Complaint for Default on Retail Sales Contract</b>
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Amount requested	<b>\$13,307.94</b>
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**Final Judgment against Jocelyn Rodriguez****Case No. 14-12772 CC 25****Miami-Dade County, Florida****\$7,292.51**

Nature of claim	<b>Final Judgment in Complaint for Default on Retail Sales Contract</b>
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Amount requested	<b>\$7,292.51</b>
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**Final Judgment against Sharryl Rodriguez-Diaz****Case No. 17-CA-000114****Hillsborough County, Florida****\$15,033.94**

Nature of claim	<b>Final Judgment in Complaint for Default on Retail Sales Contract</b>
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Amount requested	<b>\$15,033.94</b>
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**Final Judgment against Magnolia Rueda****Case No. 04-012914 CA 01****Miami-Dade County, Florida****\$28,689.48**

Nature of claim	<b>Final Judgment in Complaint for Default on Retail Sales Contract</b>
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Amount requested	<b>\$28,689.48</b>
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Debtor Summit Financial Corp.Case number (if known) 18-13389

Name

**Final Judgment against Demetreus Vonrhea Survia****Case No. CACE14-009422****Broward County, Florida****\$20,845.34**

Nature of claim	<b>Final Judgment in Complaint for Default on Retail Sales Contract</b>
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Amount requested	<b>\$20,845.34</b>
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**Final Judgment against Dallas Simms****Case No. 2014-CA-002047****St. Lucie County, Florida****\$36,878.04**

Nature of claim	<b>Final Judgment in Complaint for Default on Retail Sales Contract</b>
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Amount requested	<b>\$36,878.04</b>
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**Final Judgment against Leseida Taylor****Case No. 2016-SC-003476****Alachua County, Florida****\$4,811.92**

Nature of claim	<b>Final Judgment in Complaint for Default on Retail Sales Contract</b>
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Amount requested	<b>\$4,811.92</b>
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**Final Judgment against Melissa Thomas****Case No. COSO17-000880****Broward County, Florida****\$16,278.98**

Nature of claim	<b>Final Judgment in Complaint for Default on Retail Sales Contract</b>
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Amount requested	<b>\$16,278.98</b>
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**Final Judgment against John Thompson****Case No. COSO15-006150****Broward County, Florida****\$8,712.71**

Nature of claim	<b>Final Judgment in Complaint for Default on Retail Sales Contract</b>
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Amount requested	<b>\$8,712.71</b>
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**Final Judgment against Christina Vanegas****Case No. COSO16-004452****Broward County, Florida****\$6,260.47**

Nature of claim	<b>Final Judgment in Complaint for Default on Retail Sales Contract</b>
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Amount requested	<b>\$6,260.47</b>
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**Final Judgment against Tina Walker****Case No. 17-1106-SC****Martin County, Florida****\$5,742.22**

Nature of claim	<b>Final Judgment in Complaint for Default on Retail Sales Contract</b>
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Amount requested	<b>\$5,742.22</b>
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Debtor Summit Financial Corp.Case number (If known) 18-13389

Name

**Final Judgment against Dalila Serna****Case No. COSO14-36185****Broward County, Florida****\$12,481.51**

Nature of claim

**Final Judgment in Complaint for  
Default on Retail Sales Contract**

Amount requested

**\$12,481.51****Final Judgment against Joe Ann Fletcher****Case No. COCE12103****Broward County, Florida****\$15,000.83**

Nature of claim

**Final Judgment in Complaint for  
Default on Retail Sales Contract**

Amount requested

**\$15,000.83**

75. **Other contingent and unliquidated claims or causes of action of every nature, including counterclaims of the debtor and rights to set off claims**

76. **Trusts, equitable or future interests in property**

77. **Other property of any kind not already listed** *Examples: Season tickets, country club membership*

**Monies held in the trust account of Douglas J. Jeffrey, Esq., for unused retainer from prior counsel, Greenberg Traurig.**

**\$73,223.50**

78. **Total of Part 11.**

Add lines 71 through 77. Copy the total to line 90.

**\$650,021.55**

79. **Has any of the property listed in Part 11 been appraised by a professional within the last year?**

☒ No

☐ Yes

Debtor **Summit Financial Corp.**Case number (If known) **18-13389**

Name

**Part 12: Summary**

In Part 12 copy all of the totals from the earlier parts of the form

Type of property	Current value of personal property	Current value of real property
80. <b>Cash, cash equivalents, and financial assets.</b> <i>Copy line 5, Part 1</i>	<b>\$574,556.88</b>	
81. <b>Deposits and prepayments.</b> <i>Copy line 9, Part 2.</i>	<b>\$0.00</b>	
82. <b>Accounts receivable.</b> <i>Copy line 12, Part 3.</i>	<b>\$135,379,555.00</b>	
83. <b>Investments.</b> <i>Copy line 17, Part 4.</i>	<b>\$0.00</b>	
84. <b>Inventory.</b> <i>Copy line 23, Part 5.</i>	<b>\$0.00</b>	
85. <b>Farming and fishing-related assets.</b> <i>Copy line 33, Part 6.</i>	<b>\$0.00</b>	
86. <b>Office furniture, fixtures, and equipment; and collectibles.</b> <i>Copy line 43, Part 7.</i>	<b>\$14,225.00</b>	
87. <b>Machinery, equipment, and vehicles.</b> <i>Copy line 51, Part 8.</i>	<b>\$0.00</b>	
88. <b>Real property.</b> <i>Copy line 56, Part 9.....&gt;</i>		<b>\$0.00</b>
89. <b>Intangibles and intellectual property.</b> <i>Copy line 66, Part 10.</i>	<b>\$0.00</b>	
90. <b>All other assets.</b> <i>Copy line 78, Part 11.</i>	<b>+ \$650,021.55</b>	
91. <b>Total.</b> Add lines 80 through 90 for each column	<b>\$136,618,358.43</b>	<b>+ 91b. \$0.00</b>
92. <b>Total of all property on Schedule A/B.</b> Add lines 91a+91b=92		<b>\$136,618,358.43</b>

**Fill in this information to identify the case:**Debtor name Summit Financial Corp.United States Bankruptcy Court for the: SOUTHERN DISTRICT OF FLORIDACase number (if known) 18-13389☐ Check if this is an amended filing**Official Form 207****Statement of Financial Affairs for Non-Individuals Filing for Bankruptcy**

04/16

The debtor must answer every question. If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write the debtor's name and case number (if known).

**Part 1: Income****1. Gross revenue from business**☐ None.

Identify the beginning and ending dates of the debtor's fiscal year, which may be a calendar year

**From the beginning of the fiscal year to filing date:**  
From **1/01/2018** to **Filing Date**

**Sources of revenue**  
Check all that apply

☒ Operating a business☐ Other \_\_\_\_\_

**Gross revenue**  
(before deductions and exclusions)

**\$4,537,406.16**

**For prior year:**  
From **1/01/2017** to **12/31/2017**

☒ Operating a business☐ Other \_\_\_\_\_**\$28,560,000.00**

**For year before that:**  
From **1/01/2016** to **12/31/2016**

☒ Operating a business☐ Other \_\_\_\_\_**\$25,698,371.00****2. Non-business revenue**

Include revenue regardless of whether that revenue is taxable. *Non-business income* may include interest, dividends, money collected from lawsuits, and royalties. List each source and the gross revenue for each separately. Do not include revenue listed in line 1.

☒ None.**Description of sources of revenue**

**Gross revenue from each source**  
(before deductions and exclusions)

**Part 2: List Certain Transfers Made Before Filing for Bankruptcy****3. Certain payments or transfers to creditors within 90 days before filing this case**

List payments or transfers—including expense reimbursements—to any creditor, other than regular employee compensation, within 90 days before filing this case unless the aggregate value of all property transferred to that creditor is less than \$6,425. (This amount may be adjusted on 4/01/19 and every 3 years after that with respect to cases filed on or after the date of adjustment.)

☐ None.**Creditor's Name and Address****Dates****Total amount of value**

**Reasons for payment or transfer**  
*Check all that apply*

Creditor's Name and Address	Dates	Total amount of value	Reasons for payment or transfer <i>Check all that apply</i>
3.1. See Attached List		\$0.00	<input type="checkbox"/> Secured debt <input type="checkbox"/> Unsecured loan repayments <input type="checkbox"/> Suppliers or vendors <input type="checkbox"/> Services <input type="checkbox"/> Other___

**4. Payments or other transfers of property made within 1 year before filing this case that benefited any insider**

List payments or transfers, including expense reimbursements, made within 1 year before filing this case on debts owed to an insider or guaranteed or cosigned by an insider unless the aggregate value of all property transferred to or for the benefit of the insider is less than \$6,425. (This amount may be adjusted on 4/01/19 and every 3 years after that with respect to cases filed on or after the date of adjustment.) Do not include any payments listed in line 3. *Insiders* include officers, directors, and anyone in control of a corporate debtor and their relatives; general partners of a partnership debtor and their relatives; affiliates of the debtor and insiders of such affiliates; and any managing agent of the debtor. 11 U.S.C. § 101(31).

☐ None.

Insider's name and address Relationship to debtor	Dates	Total amount of value	Reasons for payment or transfer
4.1. Alvin G. Wheeler 7156 Mandarin Dr Boca Raton, FL 33433 President	Consecutive monthly payments for the 12 month period prior to filing (03/2017-3/2018)	\$458,980.00	Monthly shareholder interest payments.
4.2. Pensco POB 173859 Denver, CO 80217-3859 IRA for President	Consecutive monthly payments for the 12 month period prior to filing (03/2017-3/2018)	\$26,950.00	IRA deposits on behalf of Debtor's President, Alvin Wheeler.
4.3. David Wheeler 12345 NW 14 St Fort Lauderdale, FL 33323 Chief Executive Officer and Vice President	Consecutive monthly payments for the 12 month period prior to filing (03/2017-3/2018)	\$139,380.00	Monthly shareholder interest payments.
4.4. Scott Wheeler 466 Stonemont Dr Fort Lauderdale, FL 33326 Treasurer	Consecutive monthly payments for the 12 month period prior to filing (03/2017-3/2018)	\$37,375.00	Monthly shareholder interest payments.
4.5. Alvin G. Wheeler 7156 Mandarin Dr Boca Raton, FL 33433 President	9/2017	\$550.00	Shareholder Expense Reimbursements.

Insider's name and address Relationship to debtor	Dates	Total amount of value	Reasons for payment or transfer
4.6. David Wheeler 12345 NW 14 St Fort Lauderdale, FL 33323 Chief Executive Officer and Vice President	3/2017; 5/2017; 2/2018.	\$26,535.00	Shareholder Expense Reimbursements.
4.7. Scott Wheeler 466 Stonemont Dr Fort Lauderdale, FL 33326 Treasurer	Consecutive monthly reimbursements for the 12 month period prior to filing (03/2017-3/2018)	\$5,500.00	Shareholder Expense Reimbursements.

## 5. Repossessions, foreclosures, and returns

List all property of the debtor that was obtained by a creditor within 1 year before filing this case, including property repossessed by a creditor, sold at a foreclosure sale, transferred by a deed in lieu of foreclosure, or returned to the seller. Do not include property listed in line 6.

☒ None

Creditor's name and address	Describe of the Property	Date	Value of property
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## 6. Setoffs

List any creditor, including a bank or financial institution, that within 90 days before filing this case set off or otherwise took anything from an account of the debtor without permission or refused to make a payment at the debtor's direction from an account of the debtor because the debtor owed a debt.

☒ None

Creditor's name and address	Description of the action creditor took	Date action was taken	Amount
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**Part 3: Legal Actions or Assignments**

## 7. Legal actions, administrative proceedings, court actions, executions, attachments, or governmental audits

List the legal actions, proceedings, investigations, arbitrations, mediations, and audits by federal or state agencies in which the debtor was involved in any capacity—within 1 year before filing this case.

☐ None.

Case title Case number	Nature of case	Court or agency's name and address	Status of case
7.1. Summit Financial Corporation vs. Joshua Aaron COSO14-010436	Complaint for Default on Retail Installment Sales Contract	Broward County Circuit Court 201 SE 6 St Fort Lauderdale, FL 33301	<input checked="" type="checkbox"/> Pending <input type="checkbox"/> On appeal <input type="checkbox"/> Concluded
7.2. Summit Financial Corporation vs. Shaun Alley 2017-001129 CA 01	Complaint for Default on Retail Installment Sales Contract	Miami-Dade County Circuit Court 73 W Flagler St Miami, FL 33130	<input type="checkbox"/> Pending <input type="checkbox"/> On appeal <input checked="" type="checkbox"/> Concluded
7.3. Summit Financial Corporation vs. Kerene Anderson CACE16-021753	Complaint for Default on Retail Installment Sales Contract	Broward County Circuit Court 201 SE 6 St Fort Lauderdale, FL 33301	<input checked="" type="checkbox"/> Pending <input type="checkbox"/> On appeal <input type="checkbox"/> Concluded

	Case title Case number	Nature of case	Court or agency's name and address	Status of case
7.4.	Summit Financial Corporation vs. Nicole Armstrong COSO17-007829	Complaint for Default on Retail Installment Sales Contract	Broward County Circuit Court 201 SE 6 St Fort Lauderdale, FL 33301	<input type="checkbox"/> Pending <input type="checkbox"/> On appeal <input checked="" type="checkbox"/> Concluded
7.5.	Summit Financial Corporation vs. Wayne Askin 2016-CC-13831	Complaint for Default on Retail Installment Sales Contract	Orange County Civil Court 425 N. Orange Ave. Orlando, FL 32801	<input type="checkbox"/> Pending <input type="checkbox"/> On appeal <input checked="" type="checkbox"/> Concluded
7.6.	The Bank of New York Mellon FKA The Bank of New York vs. Harriet B. Spikes; Progressive Select Insurance Company; Summit Financial Corporation; The Cottages and University Park Homeowners Association. CACE17-014642	Verified Complaint for Residential Mortgage Foreclosure (Debtor was awarded a Summary Final Judgment against the Defendant on 08/08/15 in the amount of \$14,357.90, as recorded in the Official Records of Broward County under Instrument Number 113178386)	Broward County Circuit Court 201 SE 6 St Fort Lauderdale, FL 33301	<input type="checkbox"/> Pending <input type="checkbox"/> On appeal <input checked="" type="checkbox"/> Concluded
7.7.	Summit Financial Corporation vs. Luis Berrios 2016-11539 CA 01	Complaint for Default on Retail Installment Sales Contract	Miami-Dade County Circuit Court 73 W Flagler St Miami, FL 33130	<input type="checkbox"/> Pending <input type="checkbox"/> On appeal <input checked="" type="checkbox"/> Concluded
7.8.	Summit Financial Corporation vs. Rosemary E. Braynen 2016-010883 CC 25	Complaint for Default on Retail Installment Sales Contract	Miami-Dade County Circuit Court 73 W Flagler St Miami, FL 33130	<input type="checkbox"/> Pending <input type="checkbox"/> On appeal <input checked="" type="checkbox"/> Concluded
7.9.	Summit Financial Corporation vs. Steven E. Brickhouse 2016-CA-011273-O	Complaint for Default on Retail Installment Sales Contract	Orange County Civil Court 425 N. Orange Ave. Orlando, FL 32801	<input type="checkbox"/> Pending <input type="checkbox"/> On appeal <input checked="" type="checkbox"/> Concluded
7.10	Summit Financial Corporation vs. Wynona De Dios Butler COSO17-008168	Complaint for Default on Retail Installment Sales Contract	Broward County Circuit Court 201 SE 6 St Fort Lauderdale, FL 33301	<input type="checkbox"/> Pending <input type="checkbox"/> On appeal <input checked="" type="checkbox"/> Concluded
7.11	Summit Financial Corporation vs. Lenora Reddick Copeland COSO15-001463	Complaint for Default on Retail Installment Sales Contract	Broward County Circuit Court 201 SE 6 St Fort Lauderdale, FL 33301	<input type="checkbox"/> Pending <input type="checkbox"/> On appeal <input checked="" type="checkbox"/> Concluded

	Case title Case number	Nature of case	Court or agency's name and address	Status of case
7.12	Summit Financial Corporation vs. Dargys Diaz CACE 15-6829	Complaint for Default on Retail Installment Sales Contract	Broward County Circuit Court 201 SE 6 St Fort Lauderdale, FL 33301	<input type="checkbox"/> Pending <input type="checkbox"/> On appeal <input checked="" type="checkbox"/> Concluded
7.13	Summit Financial Corporation vs. Jean F. Fabien 2016CA013308	Complaint for Default on Retail Installment Sales Contract	Palm Beach County Circuit Court 205 N Dixie Hwy West Palm Beach, FL 33401	<input type="checkbox"/> Pending <input type="checkbox"/> On appeal <input checked="" type="checkbox"/> Concluded
7.14	Summit Financial Corporation v. Cinthya Fernandez-Sanchez CACE17-021472	Complaint for Default on Retail Installment Sales Contract	Broward County Circuit Court 201 SE 6 St Fort Lauderdale, FL 33301	<input checked="" type="checkbox"/> Pending <input type="checkbox"/> On appeal <input type="checkbox"/> Concluded
7.15	Summit Financial Corporation vs. Eugelie Geffrard COSO16-6947	Complaint for Default on Retail Installment Sales Contract	Broward County Circuit Court 201 SE 6 St Fort Lauderdale, FL 33301	<input type="checkbox"/> Pending <input type="checkbox"/> On appeal <input checked="" type="checkbox"/> Concluded
7.16	Summit Financial Corporation vs. Lisa Gentry COSO14-001271	Complaint for Default on Retail Installment Sales Contract	Broward County Circuit Court 201 SE 6 St Fort Lauderdale, FL 33301	<input type="checkbox"/> Pending <input type="checkbox"/> On appeal <input checked="" type="checkbox"/> Concluded
7.17	Summit Financial Corporation vs. Mario Gomez 2017-10549 CC 25	Complaint for Default on Retail Installment Sales Contract	Miami-Dade County Circuit Court 73 W Flagler St Miami, FL 33130	<input checked="" type="checkbox"/> Pending <input type="checkbox"/> On appeal <input type="checkbox"/> Concluded
7.18	Summit Financial Corporation vs. Kenia Gonzalez 2016-11538 CA 01	Complaint for Default on Retail Installment Sales Contract	Miami-Dade County Circuit Court 73 W Flagler St Miami, FL 33130	<input type="checkbox"/> Pending <input type="checkbox"/> On appeal <input checked="" type="checkbox"/> Concluded
7.19	Summit Financial Corporation vs. Devon Goodman COSO15-6272	Complaint for Default on Retail Installment Sales Contract	Broward County Circuit Court 201 SE 6 St Fort Lauderdale, FL 33301	<input type="checkbox"/> Pending <input type="checkbox"/> On appeal <input checked="" type="checkbox"/> Concluded
7.20	Summit Financial Corporation vs. John Hallmark 16-002514 CC	Complaint for Default on Retail Installment Sales Contract	Bay County Courthouse 300 East 4 St Panama City, FL 32401	<input type="checkbox"/> Pending <input type="checkbox"/> On appeal <input checked="" type="checkbox"/> Concluded
7.21	Summit Financial Corporation vs. Jessica Harper CACE17-001509	Complaint for Default on Retail Installment Sales Contract	Broward County Circuit Court 201 SE 6 St Fort Lauderdale, FL 33301	<input type="checkbox"/> Pending <input type="checkbox"/> On appeal <input checked="" type="checkbox"/> Concluded
7.22	Summit Financial Corporation vs. Howard Henry CACE15-015734	Complaint for Default on Retail Installment Sales Contract	Broward County Circuit Court 201 SE 6 St Fort Lauderdale, FL 33301	<input checked="" type="checkbox"/> Pending <input type="checkbox"/> On appeal <input type="checkbox"/> Concluded

	Case title Case number	Nature of case	Court or agency's name and address	Status of case
7.23	Summit Financial Corporation vs. Carlos L. Ruiz Heredia 2016-012531 CA 01	Complaint for Default on Retail Installment Sales Contract	Miami-Dade County Circuit Court 73 W Flagler St Miami, FL 33130	<input type="checkbox"/> Pending <input type="checkbox"/> On appeal <input checked="" type="checkbox"/> Concluded
7.24	Summit Financial Corporation vs. Mary Hilton and Sam Wiggins 2017-10585 SP 25	Complaint for Default on Retail Installment Sales Contract	Miami-Dade County Circuit Court 73 W Flagler St Miami, FL 33130	<input type="checkbox"/> Pending <input type="checkbox"/> On appeal <input checked="" type="checkbox"/> Concluded
7.25	Summit Financial Corporation vs. Jesus Huerta 2016-29491 CA 01	Complaint for Default on Retail Installment Sales Contract	Miami-Dade County Circuit Court 73 W Flagler St Miami, FL 33130	<input type="checkbox"/> Pending <input type="checkbox"/> On appeal <input checked="" type="checkbox"/> Concluded
7.26	Summit Financial Corporation vs. Michelle Jackson 2016CC01048	Complaint for Default on Retail Installment Sales Contract	Palm Beach County Circuit Court 205 N Dixie Hwy West Palm Beach, FL 33401	<input type="checkbox"/> Pending <input type="checkbox"/> On appeal <input checked="" type="checkbox"/> Concluded
7.27	Summit Financial Corporation vs. Camille Johnson COSO14-04178	Complaint for Default on Retail Installment Sales Contract	Broward County Circuit Court 201 SE 6 St Fort Lauderdale, FL 33301	<input type="checkbox"/> Pending <input type="checkbox"/> On appeal <input checked="" type="checkbox"/> Concluded
7.28	Summit Financial Corporation vs. Denise Jones COSO15-3976	Complaint for Default on Retail Installment Sales Contract	Broward County Circuit Court 201 SE 6 St Fort Lauderdale, FL 33301	<input type="checkbox"/> Pending <input type="checkbox"/> On appeal <input checked="" type="checkbox"/> Concluded
7.29	Summit Financial Corporation vs. Laketsh Renee Johnson 2016CC013158	Complaint for Default on Retail Installment Sales Contract	Palm Beach County Circuit Court 205 N Dixie Hwy West Palm Beach, FL 33401	<input type="checkbox"/> Pending <input type="checkbox"/> On appeal <input checked="" type="checkbox"/> Concluded
7.30	Summit Financial Corporation vs. Soeh Kalai 2016CA-002485-0	Complaint for Default on Retail Installment Sales Contract	Orange County Civil Court 425 N. Orange Ave. Orlando, FL 32801	<input type="checkbox"/> Pending <input type="checkbox"/> On appeal <input checked="" type="checkbox"/> Concluded
7.31	Summit Financial Corporation vs. Roidel Perez Laurencio CACE16-8395	Complaint for Default on Retail Installment Sales Contract	Broward County Circuit Court 201 SE 6 St Fort Lauderdale, FL 33301	<input checked="" type="checkbox"/> Pending <input type="checkbox"/> On appeal <input type="checkbox"/> Concluded
7.32	Summit Financial Corporation vs. Corleta Lawson 16-007698-CI	Complaint for Default on Retail Installment Sales Contract	Clearwater Courthouse 315 Court St. Clearwater, FL 33756	<input checked="" type="checkbox"/> Pending <input type="checkbox"/> On appeal <input type="checkbox"/> Concluded
7.33	Summit Financial Corporation vs. Leonardo Linares 2016-012533 CA 01	Complaint for Default on Retail Installment Sales Contract	Miami-Dade County Circuit Court 73 W Flagler St Miami, FL 33130	<input type="checkbox"/> Pending <input type="checkbox"/> On appeal <input checked="" type="checkbox"/> Concluded

	Case title Case number	Nature of case	Court or agency's name and address	Status of case
7.34	Summit Financial Corporation vs. Raidel Lintres 2016-030613 CA 01	Complaint for Default on Retail Installment Sales Contract	Miami-Dade County Circuit Court 73 W Flagler St Miami, FL 33130	<input type="checkbox"/> Pending <input type="checkbox"/> On appeal <input checked="" type="checkbox"/> Concluded
7.35	Summit Financial Corporation vs. Mary Mona Louissaint 2017-SC-002702-O	Complaint for Default on Retail Installment Sales Contract	Orange County Civil Court 425 N. Orange Ave. Orlando, FL 32801	<input type="checkbox"/> Pending <input type="checkbox"/> On appeal <input checked="" type="checkbox"/> Concluded
7.36	Summit Financial Corporation vs. Tierra Mable 2016-CA-7451	Complaint for Default on Retail Installment Sales Contract	Duval County Courthouse 501 Adams St. Jacksonville, FL 32202	<input type="checkbox"/> Pending <input type="checkbox"/> On appeal <input checked="" type="checkbox"/> Concluded
7.37	Summit Financial Corporation vs. Candice G. Mauricio 2017 13819 CODL	Complaint for Default on Retail Installment Sales Contract	Volusia County Courthouse 101 North Alabama Ave Deland, FL 32724	<input checked="" type="checkbox"/> Pending <input type="checkbox"/> On appeal <input type="checkbox"/> Concluded
7.38	Summit Financial Corporation vs. Sonia N. Mccoy 17-CC-000653	Replevin	Hillsborough County Courthouse 401 N. Jefferson Street Tampa, FL 33602	<input type="checkbox"/> Pending <input type="checkbox"/> On appeal <input checked="" type="checkbox"/> Concluded
7.39	Summit Financial Corporation vs. James L McNeal COSO16-004453	Complaint for Default on Retail Installment Sales Contract	Broward County Circuit Court 201 SE 6 St Fort Lauderdale, FL 33301	<input checked="" type="checkbox"/> Pending <input type="checkbox"/> On appeal <input type="checkbox"/> Concluded
7.40	Summit Financial Corporation vs. Hector Mendieta 2017-CA-000569	Complaint for Default on Retail Installment Sales Contract	Palm Beach County Circuit Court 205 N Dixie Hwy West Palm Beach, FL 33401	<input type="checkbox"/> Pending <input type="checkbox"/> On appeal <input checked="" type="checkbox"/> Concluded
7.41	Summit Financial Corporation vs. Candace Milton COSO14-001211	Complaint for Default on Retail Installment Sales Contract	Broward County Circuit Court 201 SE 6 St Fort Lauderdale, FL 33301	<input type="checkbox"/> Pending <input type="checkbox"/> On appeal <input checked="" type="checkbox"/> Concluded
7.42	Summit Financial Corporation vs. Alisha Mitchell 2017-CA-7654	Replevin	Palm Beach County Circuit Court 205 N Dixie Hwy West Palm Beach, FL 33401	<input type="checkbox"/> Pending <input type="checkbox"/> On appeal <input checked="" type="checkbox"/> Concluded
7.43	Summit Financial Corporation vs. Felicia Mitchell CACE14-20211	Complaint for Default on Retail Installment Sales Contract	Broward County Circuit Court 201 SE 6 St Fort Lauderdale, FL 33301	<input type="checkbox"/> Pending <input type="checkbox"/> On appeal <input checked="" type="checkbox"/> Concluded
7.44	Summit Financial Corporation vs. Xina M. Montalvo 2015-1193 CC 25	Complaint for Default on Retail Installment Sales Contract	Miami-Dade County Circuit Court 73 W Flagler St Miami, FL 33130	<input type="checkbox"/> Pending <input type="checkbox"/> On appeal <input checked="" type="checkbox"/> Concluded

	Case title Case number	Nature of case	Court or agency's name and address	Status of case
7.45	Summit Financial Corporation vs. Geraldine Montreuil 2017-011887-CC-25	Complaint for Default on Retail Installment Sales Contract	Miami-Dade County Circuit Court 73 W Flagler St Miami, FL 33130	<input type="checkbox"/> Pending <input type="checkbox"/> On appeal <input checked="" type="checkbox"/> Concluded
7.46	Summit Financial Corporation vs. Keisy Moore COSO15-005086	Complaint for Default on Retail Installment Sales Contract	Broward County Circuit Court 201 SE 6 St Fort Lauderdale, FL 33301	<input type="checkbox"/> Pending <input type="checkbox"/> On appeal <input checked="" type="checkbox"/> Concluded
7.47	Summit Financial Corporation vs. Vivienne Myrtill COSO14-001221	Complaint for Default on Retail Installment Sales Contract	Broward County Circuit Court 201 SE 6 St Fort Lauderdale, FL 33301	<input type="checkbox"/> Pending <input type="checkbox"/> On appeal <input checked="" type="checkbox"/> Concluded
7.48	Summit Financial Corporation vs. Jessica Overstreet COCE17-010902	Complaint for Default on Retail Installment Sales Contract	Broward County Circuit Court 201 SE 6 St Fort Lauderdale, FL 33301	<input checked="" type="checkbox"/> Pending <input type="checkbox"/> On appeal <input type="checkbox"/> Concluded
7.49	Summit Financial Corporation vs. Jessica Overstreet COSO15-006275	Complaint for Default on Retail Installment Sales Contract	Broward County Circuit Court 201 SE 6 St Fort Lauderdale, FL 33301	<input checked="" type="checkbox"/> Pending <input type="checkbox"/> On appeal <input type="checkbox"/> Concluded
7.50	Summit Financial Corporation vs. Arron David Ozbun CACE16-020843	Complaint for Default on Retail Installment Sales Contract	Broward County Circuit Court 201 SE 6 St Fort Lauderdale, FL 33301	<input checked="" type="checkbox"/> Pending <input type="checkbox"/> On appeal <input type="checkbox"/> Concluded
7.51	Summit Financial Corporation vs. Miguel Gonzalez 17-19044 CA 01	Complaint for Default on Retail Installment Sales Contract	Miami-Dade County Circuit Court 73 W Flagler St Miami, FL 33130	<input checked="" type="checkbox"/> Pending <input type="checkbox"/> On appeal <input type="checkbox"/> Concluded
7.52	Summit Financial Corporation vs. Shamika Sharell Pickett COCE17-20970	Complaint for Default on Retail Installment Sales Contract	Broward County Circuit Court 201 SE 6 St Fort Lauderdale, FL 33301	<input checked="" type="checkbox"/> Pending <input type="checkbox"/> On appeal <input type="checkbox"/> Concluded
7.53	Summit Financial Corporation vs. Tanya Robinson 2017-CC-00817	Complaint for Default on Retail Installment Sales Contract	Palm Beach County Circuit Court 205 N Dixie Hwy West Palm Beach, FL 33401	<input type="checkbox"/> Pending <input type="checkbox"/> On appeal <input checked="" type="checkbox"/> Concluded
7.54	Summit Financial Corporation vs. Georgina Rodriguez 2015-010641 CA 01	Complaint for Default on Retail Installment Sales Contract	Miami-Dade County Circuit Court 73 W Flagler St Miami, FL 33130	<input checked="" type="checkbox"/> Pending <input type="checkbox"/> On appeal <input type="checkbox"/> Concluded
7.55	Summit Financial Corporation vs. Jocelyn Rodriguez 14-12772 CC 25	Complaint for Default on Retail Installment Sales Contract	Miami-Dade County Circuit Court 73 W Flagler St Miami, FL 33130	<input type="checkbox"/> Pending <input type="checkbox"/> On appeal <input checked="" type="checkbox"/> Concluded

	Case title Case number	Nature of case	Court or agency's name and address	Status of case
7.56	Summit Financial Corporation vs. Reynier Rodriguez 15-013470 CC 25	Complaint for Default on Retail Installment Sales Contract	Miami-Dade County Circuit Court 73 W Flagler St Miami, FL 33130	<input type="checkbox"/> Pending <input type="checkbox"/> On appeal <input checked="" type="checkbox"/> Concluded
7.57	Summit Financial Corporation vs. Sharryl Rodriguez-Diaz 17-CA-000114	Complaint for Default on Retail Installment Sales Contract	Hillsborough County Courthouse 401 N. Jefferson Street Tampa, FL 33602	<input type="checkbox"/> Pending <input type="checkbox"/> On appeal <input checked="" type="checkbox"/> Concluded
7.58	Summit Financial Corporation vs. Charlie Rosa CACE16-8388	Complaint for Default on Retail Installment Sales Contract	Broward County Circuit Court 201 SE 6 St Fort Lauderdale, FL 33301	<input checked="" type="checkbox"/> Pending <input type="checkbox"/> On appeal <input type="checkbox"/> Concluded
7.59	Summit Financial Corporation vs. Magnolia Rueda 14-012914 CA 01	Complaint for Default on Retail Installment Sales Contract	Miami-Dade County Circuit Court 73 W Flagler St Miami, FL 33130	<input type="checkbox"/> Pending <input type="checkbox"/> On appeal <input checked="" type="checkbox"/> Concluded
7.60	Summit Financial Corporation vs. Demetreus Vonrhea Survia CACE14-009422	Complaint for Default on Retail Installment Sales Contract	Broward County Circuit Court 201 SE 6 St Fort Lauderdale, FL 33301	<input type="checkbox"/> Pending <input type="checkbox"/> On appeal <input checked="" type="checkbox"/> Concluded
7.61	Summit Financial Corporation vs. Dallas Simms 2014-CA-002047	Complaint for Default on Retail Installment Sales Contract	St. Lucie County Courthouse 218 S. 2 Street Fort Pierce, FL 34950	<input type="checkbox"/> Pending <input type="checkbox"/> On appeal <input checked="" type="checkbox"/> Concluded
7.62	Summit Financial Corporation vs. Billy Smith 2016EC003669	Complaint for Default on Retail Installment Sales Contract	Pasco County Courthouse 7530 Little Road New Port Richey, FL 34654	<input type="checkbox"/> Pending <input type="checkbox"/> On appeal <input checked="" type="checkbox"/> Concluded
7.63	Summit Financial Corporation vs. Leseida Taylor 2016-SC-003476	Complaint for Default on Retail Installment Sales Contract	Alachua County Courthouse 201 E. University Avenue Gainesville, FL 32601	<input type="checkbox"/> Pending <input type="checkbox"/> On appeal <input checked="" type="checkbox"/> Concluded
7.64	Summit Financial Corporation vs. Melissa Thomas COSO17-000880	Complaint for Default on Retail Installment Sales Contract	Broward County Circuit Court 201 SE 6 St Fort Lauderdale, FL 33301	<input type="checkbox"/> Pending <input type="checkbox"/> On appeal <input checked="" type="checkbox"/> Concluded
7.65	Summit Financial Corporation vs. John Thompson COSO15-006150	Complaint for Default on Retail Installment Sales Contract	Broward County Circuit Court 201 SE 6 St Fort Lauderdale, FL 33301	<input type="checkbox"/> Pending <input type="checkbox"/> On appeal <input checked="" type="checkbox"/> Concluded
7.66	Summit Financial Corporation vs. Shaelis Torres 2016-CA-003482	Replevin	Polk County Courthouse 255 N. Broadway Ave. Bartow, FL 33830	<input type="checkbox"/> Pending <input type="checkbox"/> On appeal <input checked="" type="checkbox"/> Concluded

	Case title Case number	Nature of case	Court or agency's name and address	Status of case
7.67	Summit Financial Corporation vs. Robert Touchston COSO17-000888	Complaint for Default on Retail Installment Sales Contract	Broward County Circuit Court 201 SE 6 St Fort Lauderdale, FL 33301	<input checked="" type="checkbox"/> Pending <input type="checkbox"/> On appeal <input type="checkbox"/> Concluded
7.68	Summit Financial Corporation vs. Christina Vanegas COSO16-004452	Complaint for Default on Retail Installment Sales Contract	Broward County Circuit Court 201 SE 6 St Fort Lauderdale, FL 33301	<input type="checkbox"/> Pending <input type="checkbox"/> On appeal <input checked="" type="checkbox"/> Concluded
7.69	Summit Financial Corporation vs. Tina Walker 17-1106-SC	Complaint for Default on Retail Installment Sales Contract	Martin County Courthouse 100 SE Ocean Blvd Stuart, FL 34994	<input type="checkbox"/> Pending <input type="checkbox"/> On appeal <input checked="" type="checkbox"/> Concluded
7.70	Summit Financial Corporation vs. Dalila Serna COSO14-3185	Complaint for Default on Retail Installment Sales Contract	Broward County Circuit Court 201 SE 6 St Fort Lauderdale, FL 33301	<input type="checkbox"/> Pending <input type="checkbox"/> On appeal <input checked="" type="checkbox"/> Concluded
7.71	Ventana at Coral Springs Homeowners' Association vs. Joe Ann Fletcher; Bobby Fletcher; Summit Financial Corporation and Fairlane Credit, LLC. CACE13-013468	Verified Complaint for Residential Mortgage Foreclosure (Debtor was awarded a Summary Final Judgment against the Defendant on 09/01/2011 in the amount of \$15,000.83, as recorded in Official Records 48184 at Page 1923 of the Public Records of Broward County)	Broward County Circuit Court 201 SE 6 St Fort Lauderdale, FL 33301	<input type="checkbox"/> Pending <input type="checkbox"/> On appeal <input checked="" type="checkbox"/> Concluded

**8. Assignments and receivership**

List any property in the hands of an assignee for the benefit of creditors during the 120 days before filing this case and any property in the hands of a receiver, custodian, or other court-appointed officer within 1 year before filing this case.

☒ None

**Part 4: Certain Gifts and Charitable Contributions****9. List all gifts or charitable contributions the debtor gave to a recipient within 2 years before filing this case unless the aggregate value of the gifts to that recipient is less than \$1,000**

☒ None

Recipient's name and address	Description of the gifts or contributions	Dates given	Value
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**Part 5: Certain Losses****10. All losses from fire, theft, or other casualty within 1 year before filing this case.**

☒ None

**Description of the property lost and how the loss occurred****Amount of payments received for the loss**

If you have received payments to cover the loss, for example, from insurance, government compensation, or tort liability, list the total received.

List unpaid claims on Official Form 106A/B (Schedule A/B: Assets – Real and Personal Property).

**Dates of loss****Value of property lost****Part 6: Certain Payments or Transfers****11. Payments related to bankruptcy**

List any payments of money or other transfers of property made by the debtor or person acting on behalf of the debtor within 1 year before the filing of this case to another person or entity, including attorneys, that the debtor consulted about debt consolidation or restructuring, seeking bankruptcy relief, or filing a bankruptcy case.

☐ None.

**Who was paid or who received the transfer?**  
**Address**

**If not money, describe any property transferred**

**Dates**

**Total amount or value**

11.1.

**LSAS Law Firm**  
**2699 Stirling Rd # C401**  
**Fort Lauderdale, FL 33312**

**March, 2018**  
**(Fee Advance and Cost Deposit)**

**\$75,000.00**

**Email or website address**  
**zbs@lsaslaw.com**

**Who made the payment, if not debtor?**  
**Alvin Wheeler**

11.2. **Greenberg Traurig**  
**401 E. Las Olas Boulevard**  
**Suite 2000**  
**Fort Lauderdale, FL 33301**

**February, 2018**

**\$126,776.50**

**Email or website address**

**Who made the payment, if not debtor?**

11.3. **Douglas Jeffrey, Esq.**  
**6625 Miami Lakes Dr E**  
**Suite 379**  
**Hialeah, FL 33014**

**March, 2018.**

**\$25,000.00**

**Email or website address**  
**dj@jeffreylawfirm.com**

**Who made the payment, if not debtor?**  
**Alvin Wheeler**

**12. Self-settled trusts of which the debtor is a beneficiary**

List any payments or transfers of property made by the debtor or a person acting on behalf of the debtor within 10 years before the filing of this case to a self-settled trust or similar device.

Do not include transfers already listed on this statement.

☒ None.

Name of trust or device	Describe any property transferred	Dates transfers were made	Total amount or value
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**13. Transfers not already listed on this statement**

List any transfers of money or other property by sale, trade, or any other means made by the debtor or a person acting on behalf of the debtor within 2 years before the filing of this case to another person, other than property transferred in the ordinary course of business or financial affairs. Include both outright transfers and transfers made as security. Do not include gifts or transfers previously listed on this statement.

☒ None.

Who received transfer? Address	Description of property transferred or payments received or debts paid in exchange	Date transfer was made	Total amount or value
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**Part 7: Previous Locations****14. Previous addresses**

List all previous addresses used by the debtor within 3 years before filing this case and the dates the addresses were used.

☒ Does not apply

Address	Dates of occupancy From-To
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**Part 8: Health Care Bankruptcies****15. Health Care bankruptcies**

Is the debtor primarily engaged in offering services and facilities for:

- diagnosing or treating injury, deformity, or disease, or
- providing any surgical, psychiatric, drug treatment, or obstetric care?

☒ No. Go to Part 9.

☐ Yes. Fill in the information below.

Facility name and address	Nature of the business operation, including type of services the debtor provides	If debtor provides meals and housing, number of patients in debtor's care
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**Part 9: Personally Identifiable Information****16. Does the debtor collect and retain personally identifiable information of customers?**

☐ No.

☒ Yes. State the nature of the information collected and retained.

**Social Security Numbers, Income and Employment Information to  
qualify for automobile loans.**

Does the debtor have a privacy policy about that information?

☐ No

☒ Yes

**17. Within 6 years before filing this case, have any employees of the debtor been participants in any ERISA, 401(k), 403(b), or other pension or profit-sharing plan made available by the debtor as an employee benefit?**

☒ No. Go to Part 10.

☐ Yes. Does the debtor serve as plan administrator?

**Part 10: Certain Financial Accounts, Safe Deposit Boxes, and Storage Units**

**18. Closed financial accounts**

Within 1 year before filing this case, were any financial accounts or instruments held in the debtor's name, or for the debtor's benefit, closed, sold, moved, or transferred?

Include checking, savings, money market, or other financial accounts; certificates of deposit; and shares in banks, credit unions, brokerage houses, cooperatives, associations, and other financial institutions.

☐ None

Financial Institution name and Address	Last 4 digits of account number	Type of account or instrument	Date account was closed, sold, moved, or transferred	Last balance before closing or transfer
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**19. Safe deposit boxes**

List any safe deposit box or other depository for securities, cash, or other valuables the debtor now has or did have within 1 year before filing this case.

☐ None

Depository institution name and address	Names of anyone with access to it Address	Description of the contents	Do you still have it?
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**20. Off-premises storage**

List any property kept in storage units or warehouses within 1 year before filing this case. Do not include facilities that are in a part of a building in which the debtor does business.

☐ None

Facility name and address	Names of anyone with access to it	Description of the contents	Do you still have it?
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**Part 11: Property the Debtor Holds or Controls That the Debtor Does Not Own****21. Property held for another**

List any property that the debtor holds or controls that another entity owns. Include any property borrowed from, being stored for, or held in trust. Do not list leased or rented property.

☐ None

**Part 12: Details About Environment Information**

For the purpose of Part 12, the following definitions apply:

*Environmental law* means any statute or governmental regulation that concerns pollution, contamination, or hazardous material, regardless of the medium affected (air, land, water, or any other medium).

*Site* means any location, facility, or property, including disposal sites, that the debtor now owns, operates, or utilizes or that the debtor formerly owned, operated, or utilized.

*Hazardous material* means anything that an environmental law defines as hazardous or toxic, or describes as a pollutant, contaminant, or a similarly harmful substance.

**Report all notices, releases, and proceedings known, regardless of when they occurred.**

**22. Has the debtor been a party in any judicial or administrative proceeding under any environmental law? Include settlements and orders.**

☐ No.

☐ Yes. Provide details below.

Case title Case number	Court or agency name and address	Nature of the case	Status of case
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**23. Has any governmental unit otherwise notified the debtor that the debtor may be liable or potentially liable under or in violation of an environmental law?**

- ☒ No.  
☐ Yes. Provide details below.

Site name and address	Governmental unit name and address	Environmental law, if known	Date of notice
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24. Has the debtor notified any governmental unit of any release of hazardous material?

- ☒ No.  
☐ Yes. Provide details below.

Site name and address	Governmental unit name and address	Environmental law, if known	Date of notice
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**Part 13: Details About the Debtor's Business or Connections to Any Business**

25. Other businesses in which the debtor has or has had an interest

List any business for which the debtor was an owner, partner, member, or otherwise a person in control within 6 years before filing this case. Include this information even if already listed in the Schedules.

- ☒ None

Business name address	Describe the nature of the business	Employer Identification number Do not include Social Security number or ITIN.
		Dates business existed

26. Books, records, and financial statements

26a. List all accountants and bookkeepers who maintained the debtor's books and records within 2 years before filing this case.

- ☐ None

Name and address	Date of service From-To
26a.1. Jeff Zatkowsky 53 NW 100 Avenue Fort Lauderdale, FL 33324	2014 to Present
26a.2. Avi Argade 53 NW 100 Avenue Fort Lauderdale, FL 33324	1998 to Present.

26b. List all firms or individuals who have audited, compiled, or reviewed debtor's books of account and records or prepared a financial statement within 2 years before filing this case.

- ☐ None

Name and address	Date of service From-To
26b.1. Crowe Horwath LLP 401 E. Las Olas Boulevard Suite 1100 Fort Lauderdale, FL 33301	2015 to Present.

26c. List all firms or individuals who were in possession of the debtor's books of account and records when this case is filed.

- ☐ None

Name and address	If any books of account and records are unavailable, explain why
26c.1. Jeff Zatkowsky 53 NW 100 Avenue Fort Lauderdale, FL 33324	

## Name and address

If any books of account and records are unavailable, explain why

26c.2. **Avi Argade**  
**53 NW 100 Avenue**  
**Fort Lauderdale, FL 33324**

26d. List all financial institutions, creditors, and other parties, including mercantile and trade agencies, to whom the debtor issued a financial statement within 2 years before filing this case.

☒ None

## Name and address

## 27. Inventories

Have any inventories of the debtor's property been taken within 2 years before filing this case?

- ☒ No  
☐ Yes. Give the details about the two most recent inventories.

Name of the person who supervised the taking of the inventory

Date of inventory

The dollar amount and basis (cost, market, or other basis) of each inventory

28. List the debtor's officers, directors, managing members, general partners, members in control, controlling shareholders, or other people in control of the debtor at the time of the filing of this case.

Name	Address	Position and nature of any interest	% of interest, if any
Alvin G. Wheeler	7156 Mandarin Dr Boca Raton, FL 33433	President	40.0%
David Wheeler	12345 NW 14 St Fort Lauderdale, FL 33323	Chief Executive Officer and Vice-President	50.8%
Scott Wheeler	466 Stonemont Dr Fort Lauderdale, FL 33326	Treasurer	10.2%

29. Within 1 year before the filing of this case, did the debtor have officers, directors, managing members, general partners, members in control of the debtor, or shareholders in control of the debtor who no longer hold these positions?

- ☒ No  
☐ Yes. Identify below.

## 30. Payments, distributions, or withdrawals credited or given to insiders

Within 1 year before filing this case, did the debtor provide an insider with value in any form, including salary, other compensation, draws, bonuses, loans, credits on loans, stock redemptions, and options exercised?

- ☐ No  
☒ Yes. Identify below.

	Name and address of recipient	Amount of money or description and value of property	Dates	Reason for providing the value
30.1	Alvin G. Wheeler 7156 Mandarin Dr Boca Raton, FL 33433	Salary payments in the amount of \$266,141.00	Monthly payments in the one-year period prior to filing.	Salary to officer.
	Relationship to debtor President			
30.2	David Wheeler 12345 NW 14 St Fort Lauderdale, FL 33323	Salary payments in the amount of \$699,033.00	Monthly payments in the one-year period prior to filing.	Salary to officer.
	Relationship to debtor CEO and Vice-President			
30.3	Scott Wheeler 466 Stonemont Dr Fort Lauderdale, FL 33326	Salary payments in the amount of \$171,369.00	Monthly payments in the one-year period prior to filing.	Salary to officer.
	Relationship to debtor Treasurer			
30.4	Alvin G. Wheeler 7156 Mandarin Dr Boca Raton, FL 33433	Shareholder interest payments in the amount of \$458,980.00.	Monthly payments in the one-year period prior to filing.	Shareholder interest payments.
	Relationship to debtor President			
30.5	David Wheeler 12345 NW 14 St Fort Lauderdale, FL 33323	Shareholder interest payments in the amount of \$139,380.00	Monthly payments in the one-year period prior to filing.	Shareholder interest payments.
	Relationship to debtor CEO and Vice-President			
30.6	Scott Wheeler 466 Stonemont Dr Fort Lauderdale, FL 33326	Shareholder interest payments in the amount of \$37,375.00.	Monthly payment in the one-year period prior to filing.	Shareholder interest payments.
	Relationship to debtor Treasurer			

	Name and address of recipient	Amount of money or description and value of property	Dates	Reason for providing the value
30.7	Pensco POB 173859 Denver, CO 80217	IRA deposits on behalf of Debtor's President in the amount of \$26,950.00	Monthly payments in the one-year period prior to filing.	IRA deposits on behalf of Debtor's President, Alvin Wheeler
	Relationship to debtor			
30.8	Alvin G. Wheeler 7156 Mandarin Dr Boca Raton, FL 33433	Shareholder Expense Reimbursement in the amount of \$550.00	9/2017	Shareholder Expense Reimbursement.
	Relationship to debtor President			
30.9	David Wheeler 12345 NW 14 St Fort Lauderdale, FL 33323	Shareholder Expense Reimbursements in the total amount of \$26,595.00.	3/2017; 5/2017; 2/2018.	Shareholder Expense Reimbursements.
	Relationship to debtor CEO and Vice-President			
30.10	Scott Wheeler 466 Stonemont Dr Fort Lauderdale, FL 33326	Shareholder Expense Reimbursements in the total amount of \$5,550.00.	Monthly payments in the one-year period prior to filing.	Shareholder Expense Reimbursements.
	Relationship to debtor Treasurer			

31. Within 6 years before filing this case, has the debtor been a member of any consolidated group for tax purposes?

- ☒ No  
☐ Yes. Identify below.

Name of the parent corporation

Employer Identification number of the parent corporation

32. Within 6 years before filing this case, has the debtor as an employer been responsible for contributing to a pension fund?

- ☒ No  
☐ Yes. Identify below.

Name of the parent corporation

Employer Identification number of the parent corporation

**Part 14: Signature and Declaration**

**WARNING** -- Bankruptcy fraud is a serious crime. Making a false statement, concealing property, or obtaining money or property by fraud in connection with a bankruptcy case can result in fines up to \$500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

I have examined the information in this *Statement of Financial Affairs* and any attachments and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on April 20, 2018

/s/ David Wheeler

Signature of individual signing on behalf of the debtor

David Wheeler

Printed name

Position or relationship to debtor Vice President

**Are additional pages to *Statement of Financial Affairs for Non-Individuals Filing for Bankruptcy* (Official Form 207) attached?**

☒ No

☐ Yes

**APPRAISAL****Summit Financial Corporation****100 N.W. 100th Avenue****Plantation, FL 33324***April 9, 2018*

#	Qty.	Description	Forced Liquidation Value (F.L.V.)
		<b>Office Space (Location #1)</b>	
1		<b>Kitchen</b>	
2	1	GE Counter-Top Microwave, toaster, espresso machine,	\$ 10.00
3	1	Whirlpool refrigerator/freezer	\$ 70.00
4	LOT	Tables and stacking chairs	\$ 125.00
5	1	Alpine watercooler (hot and cold)	\$ 50.00
6	LOT	Misc. glasses, mugs, serving utensils items in drawers	\$ 25.00
7			
8		<b>Reception</b>	
9	1	Dell Optiplex Core I5 computer system (value based on removed hard drive)	\$ 35.00
10	LOT	Contents of office items on desk and in drawers	\$ 15.00
11	1	Rolling armchair	\$ 15.00
12	6	Wood backed arm chairs	\$ 90.00
13	2	Round wood-top end tables	\$ 30.00
14			
15		<b>Common Area</b>	
16	48	Work station cubicals ( 48" high) each with modular desks, rolling arm chairs and office sundries	\$ 1,200.00
17	45	Dell computer systems (basic Optiplex 7020's and 3010's) with Intel Core I5 and I7 CPU's. (value based on removed hard drive)	\$ 2,025.00
18	80	4 drawer vertical file cabinets	\$ 400.00
19	5	4 drawer Fire King file cabinets	\$ 1,000.00
20	1	HP Color Laser Jet CM4540 MFP (Leased)	Leased
21	1	HP Laser Jet P4515tn	\$ 120.00
22	1	Pitney Bowes mail machine (not owned)	N/A
23			
24		<b>Server Room</b>	
25	1	Dell PowerEdge T310 server tower computer/tape backup machine (value based on removed hard drive)	\$ 50.00
26	1	Dell PowerEdge R330 rack mount file server w/xenon CPU (value based on removed hard drive)	\$ 800.00
27	1	Dell PowerEdge R200 rack mount file server w/centrino CPU (value based on removed hard drive)	\$ 50.00
28	1	Dell PowerEdge R410 rack mount file server w/xenon CPU (value based on removed hard drive)	\$ 50.00
29	1	Zeacom Communcations Center Module (leased with phone system)	Leased
30	1	AVAYA VOIP phone system module (leased with phone system)	Leased

Exhibit "B"

**APPRAISAL**

31	1	Dell PowerEdge R320 rack mount file server w/centrino CPU (value based on removed hard drive)	\$ 125.00
32	1	Dell PowerEdge R530 rack mount file server w/centrino CPU (value based on removed hard drive)	\$ 1,100.00
33	1	IC Realtime CCTV DVR/Switcher with cameras	\$ 200.00
34	1	Open server rack with patch panels	\$ 50.00
35	1	Dell PowerConnect 6224P network switch	\$ 35.00
36	1	Dell PowerConnect 6248P network switch	\$ 40.00
37	1	Dell PowerConnect 2324 network switch	\$ 15.00
38	1	Dell PowerConnect 2724 network switch	\$ 15.00
39	2	Dell PowerConnect 6224 network switch	\$ 70.00
40	1	Adtran NetVanta 4305 wired router	\$ 25.00
41	1	Edgewater Networks 7000 Series	\$ 200.00
42	1	Dell PowerEdge R330 rack mount file server w/xenon CPU (value based on removed hard drive)	\$ 800.00
43	1	Avocent switchview 1000, 8-port KVM Switch	\$ 25.00
44	1	Dell PowerEdge R220 rack mount server (value based on removed hard drive)	\$ 200.00
45	1	Dell PowerEdge SC440 tower server (value based on removed hard drive)	\$ 50.00
46		Dell Power T310 tower server w/xenon CPU (value based on removed hard drive)	\$ 35.00
47	1	Hubbell enclosed server rack	\$ 70.00
48	LOT	Old and non working equipment (being disposed)	N/V
49	1	IP phone system equipment with phones (leased)	Leased
50	7	Dell computer towers in storage closet (out of service) (value based on removed hard drive)	\$ 105.00
51	5	Formica desks	\$ 25.00
52			
53		<b>Office Space (Location #2)</b>	
54	24	Work station cubical with Rolling armchair and modular desks	\$ 600.00
55	18	Dell computer systems (optiplex 7020 and 3010) (value based on removed hard drives)	\$ 720.00
56	10	Four drawer vertical file cabinets	\$ 50.00
57			
58		<b>Conference Room</b>	
59	1	10 foot solid wood conference table	\$ 100.00
60	11	Mesh back, leather seat rolling armchairs, see photo for manufacture details, aluminum construction high-quality	\$ 990.00
61	1	Wood, four door high-top cabinet	\$ 50.00
62	1	Dell computer system (value based on removed hard drive)	\$ 35.00
63	3	Wall hangings (2) framed generic prints, (1) metal sculpture	\$ 45.00
64			
65		<b>Reception</b>	
66	1	LOT: Rolling arm chair, Dell Optiplex Core i5 CPU computer system and contents of reception area furniture (value based on removed hard drive) and misc items in drawers.	\$ 100.00

**APPRAISAL**

67			
68		<b>Office #1</b>	
69	1	"U" shaped laminate desk with (above) four door storage shelving unit, two piece credenza with lat. File cabinets (3) wood/fabric client chairs, (1) leather executive arm chair	\$ 500.00
70	1	Vizio LCD TV (approx. 23" screen)	\$ 25.00
71	1	Dell Optiplex Core CPU computer system (value based on removed hard drive)	\$ 30.00
72			
73		<b>Office #2</b>	
74	1	Office suite consisting of; "U" shaped laminate desk with (above) four door storage shelving unit, three piece credenza with lat. File cabinets (3) wood/fabric client chairs, (1) leather executive arm chair.	\$ 525.00
75	1	Dell Optiplex 5040 computer system with two LCD monitors (value based on removed hard drive)	\$ 35.00
76			
77		<b>Office #3</b>	
78	6	Cubicals with modular desks, (5) rolling arm chairs	\$ 150.00
79	6	Dell Optiplex 9010 computer systems (not being used), (3) monitors (value based on removed hard drive)	\$ 150.00
80	1	HP LaserJet M3035xs MFP all-in-one printer	\$ 65.00
81			
82		<b>Office #4</b>	
83	1	Office suite consisting of; "U" shaped wood desk with lat. File cabinets, (1) client chair, (1) rolling arm chair	\$ 200.00
84	1	Dell Optiplex computer system with (2) LCD monitors (value based on removed hard drive)	\$ 40.00
85			
86		<b>Office #5</b>	
87	1	Office suite consisting of; laminate desk, (1) client chair, (1) rolling arm chair, (2) vertical file cabinets	\$ 60.00
88	1	Dell Optiplex computer system with (2) LCD monitors (value based on removed hard drive)	\$ 40.00
89			
90		<b>Office #6</b>	
91	1	Office suite consisting of; "U" shaped laminate desk, (1) client chair, (1) black leather rolling arm chair, (1) book shelf	\$ 200.00
92	1	Vizio 23" LCD TV	\$ 25.00
93	1	Dell Optiplex 3020 Core i5 computer system with (2) LCD monitors (value based on removed hard drive)	\$ 40.00
94			
95		<b>Office #7</b>	
96	1	Office suite consisting of; "U" shaped laminate desk, (2) client chairs, (1) mesh back rolling arm chair, (1) vertical four drawer file cabinet	\$ 200.00
97	1	Dell Optiplex 3020 Core i5 computer system with (2) LCD monitors (value based on removed hard drive)	\$ 40.00
98			
99		<b>Server Rack</b>	

**APPRAISAL**

100	1	IC Realtime security solutions CCTV DVR with cameras	\$	200.00
101	1	Dell PowerConnect switch #6248P	\$	40.00
102	1	LOT consisting of 24 port switch, patch panels and open network rack with contents	\$	40.00
103	1	LOT consisting of; empty boxes, wires, network cables, step stool, pancake fan, older network switches, hand truck	\$	50.00
104		<b>TOTAL:</b>	<b>\$</b>	<b>14,225.00</b>

Appraised By:



Eric Rubin, GPPA, CES, Auctioneer AU3219  
Moecker Auctions, Inc. AB1098



Check #	Date	Payee	Amount	Address 1	Address 2	City, State & Zip
114045	29-Dec-17	AMERICAN RECOVERY SPECIALISTS	\$ 825.00	P.O. BOX 50077		LIGHTHOUSE POINT, FL 33074
114046	29-Dec-17	American Public Life	\$ 3,763.34	2305 Lakewood Drive		Flowood, MS 39232
114047	29-Dec-17	BRAD GARRETT	\$ 100.00	3433 HILLSIDE AVE.		GULF BREEZE, FL 32563
114048	29-Dec-17	Canteen Refreshment Services	\$ 198.43	PO Box # 50196		Los Angeles, CA 90074-0196
114049	29-Dec-17	Fibernet Direct Florida LLC	\$ 865.00	PO Box 744470		Atlanta, GA 30374
114050	29-Dec-17	FORCE ONE RECOVERY	\$ 4,806.17	4920 SW 104th Avenue		Cooper City, FL 33328
114051	29-Dec-17	FPL	\$ 521.25	GENERAL MAIL FACILITY		MIAMI, FL 33188-0001
114052	29-Dec-17	FPL	\$ 754.04	GENERAL MAIL FACILITY		MIAMI, FL 33188-0001
114053	29-Dec-17	JACARANDA PROFESSIONAL PARK	\$ 12,673.23	1800 Eller Drive	Suite 212	Fort Lauderdale, FL 33316
114054	29-Dec-17	Jericho Information Technology	\$ 76,745.00	2340 E. Trinity Mills	Suite 100	Carrollton, TX 75006
114055	29-Dec-17	LARRY BURGER	\$ 100.00	2721 JENKS AVE		PANAMA CITY, FL 32405
114056	29-Dec-17	LEXUS FINANCIAL SERVICES	\$ 1,234.00	P.O. BOX 17187		BALTIMORE, MD 21297-
114057	29-Dec-17	NAT'L AUTOMOBILE DEALERS SVCS	\$ 132.50	NADA APPRAISAL GUIDES	P.O. BOX 7800	COSTA MESA, CA 92628
114058	29-Dec-17	NEC Financial Services, LLC	\$ 2,095.25	24189 Network Place		Chicago, IL 60673-1241
114059	29-Dec-17	OFFICE DEPOT BUSINESS CREDIT	\$ 1,872.97	DEPT. 56-4101484037	PO BOX 689020	DES MOINES, IA 50368-9020
114060	29-Dec-17	RELIANCE FIELD SERVICES	\$ 75.00	A Division of LMS Group, Inc.	9971 SW 40 Street	MIAMI, FL 33165
114061	29-Dec-17	Sand Castle Investments, LLC	\$ 450.00	165 Bishops Way, Suite 150		Brookfield, WI 53005
114062	29-Dec-17	STORM RECOVERY, LLC	\$ 2,325.00	P.O. BOX 292375		DAVIE, FL 33329-2375
114063	29-Dec-17	STORM RECOVERY, LLC	\$ 3,650.00	P.O. BOX 292375		DAVIE, FL 33329-2375
114064	29-Dec-17	STORM RECOVERY, LLC	\$ 1,025.00	P.O. BOX 292375		DAVIE, FL 33329-2375
114065	29-Dec-17	TAG AGENCY OF PINELLAS INC.	\$ 1,746.75	3050 SCHERER DRIVE NORTH	SUITE B	ST. PETERSBURG, FL 33716
114066	29-Dec-17	VADIM PINHASOV	\$ 100.00	856 E. BUSCH BLVD.		TAMPA, FL 33612

114067	29-Dec-17	ZUMA, INC	\$ 5,000.00	11218 Sedgemoor Ln	Charlotte, NC 28277
114068	29-Dec-17	PARKWAY MOTORS INC.	\$ 23,737.30	4136 E 15TH ST.	PANAMA CITY, FL 32404
114069	29-Dec-17	ABC AUTOTRADER	\$ 18,708.55	856 E. BUSCH BLVD.	TAMPA, FL 33612
114070	29-Dec-17	KEYS MOTORS KEY LARGO	\$ 14,807.64	99450 OVERSEAS HWY.	KEY LARGO, FL 33037
114071	29-Dec-17	REGAL LAKELAND	\$ 16,216.13	2615 LAKELAND HILLS BLVD.	LAKELAND, FL 33805
114072	29-Dec-17	LAKELAND TOYOTA	\$ 13,702.86	1200 W. MEMORIAL BLVD.	LAKELAND, FL 33815
114073	29-Dec-17	FIRST CHOICE AUTOMOTIVE INC.	\$ 12,387.77	5500 NORTH W ST.	PENSACOLA, FL 32505
114075	29-Dec-17	FALCON INT'L DAYTONA	\$ 50.00	728 Fentress Blvd	Daytona Beach, FL 32114
114076	29-Dec-17	Sand Castle Investments, LLC	\$ 540.00	165 Bishops Way, Suite 150	Brookfield, WI 53005
114077	31-Dec-17	ROBERT BRUCE SIMMONS	\$ 1,200.00	1570 RIVER TRACE DR.	FLEMING ISLAND, FL 32003
114078	31-Dec-17	CBS MARKETING GROUP LLC	\$ 1,350.00	17701 SW 18TH ST	MIRAMAR, FL 33029
114079	31-Dec-17	JASON D. CELEN	\$ 1,650.00	10243 LENOX ST.	CLERMONT, FL 34711
114080	31-Dec-17	REX MEYERS	\$ 5,100.00	16366 NW 13TH ST	PEMBROKE PINES, FL 33028
114081	31-Dec-17	TAMI RICHTER	\$ 1,200.00	19220 GARDEN QUILT CIRCLE	LIUTZ, FL 33558
114082	31-Dec-17	VADIM PINHASOV	\$ 100.00	856 E. BUSCH BLVD.	TAMPA, FL 33612
114265	23-Jan-18	BROWARD COUNTY TAX COLLECTOR	\$100.00	115 S. Andrews Ave.	Ft. Lauderdale, FL 33301
WIRE	01-Jan-18	CHANDRAVELLI PATEL BYPASS TRUST	\$7,351.00		
WIRE	01-Jan-18	ILENE RESNICK GARBER	\$7,000.00		
WIRE	01-Jan-18	ILENE GARBER IRA MAINSTAR TRUST	\$7,000.00		
WIRE	01-Jan-18	JUDITH GOLDBERG (REISS)	\$3,000.00		
WIRE	01-Jan-18	ZAFI GAMLIELI	\$3,000.00		
WIRE	01-Jan-18	WILLIAM HYMAN FAMILY TRUST	\$12,000.00		
WIRE	01-Jan-18	ILENE RESNICK GARBER	\$2,500.00		
WIRE	01-Jan-18	PENSCO- IRA ROBERT HENDLER	\$7,000.00		

WIRE	01-Jan-18	RAJIV GUDKA	\$11,500.00			
WIRE	01-Jan-18	MICHAEL & LYNN DITTMORE	\$4,000.00			
WIRE	01-Jan-18	NORMAN M. BLOMBERG	\$4,000.00			
WIRE	01-Jan-18	ROBYN WEISS REVOCABLE TRUST	\$6,000.00			
WIRE	01-Jan-18	SHIL RAJIV GUDKA	\$2,400.00			
WIRE	01-Jan-18	SUMFIN REINSURANCE	\$56,050.00			
WIRE	01-Jan-18	LIFE OF THE SOUTH	\$28,520.00			
WIRE	01-Jan-18	JLT SPECIALTY INSURANCE	\$90,000.00			
WIRE	01-Jan-18	SAUL GITOMER	\$4,062.00			
WIRE	01-Jan-18	SYDELLE LAZAR	\$6,000.00			
WIRE	01-Jan-18	PHOENIX CONSULTING	\$290,709.00			
WIRE	01-Jan-18	PHOENIX CONSULTING	\$30,000.00			
WIRE	01-Jan-18	SUDHIRA ARGADE	\$7,456.00			
WIRE	01-Jan-18	WARREN R. WIEBE, JR. TRUST	\$4,000.00			
WIRE	01-Jan-18	STANLEY & ELAINE COHEN	\$13,750.00			
WIRE	01-Jan-18	WARREN R. WIEBE, JR IRA PENSCO	\$7,400.00			
WIRE	01-Jan-18	RONNI WHEELER	\$8,000.00			
WIRE	01-Jan-18	COHEN ST. CLOUD LLC	\$10,000.00			
WIRE	01-Jan-18	BMW Capital Partners	\$3,000.00			
ACH	03-Jan-18	Aetna	\$ 56,239.84	Billing Statement Dist	P.O. Box 67103	Harrisburg, PA 17106-7103
114302	19-Jan-18	AUTO EXPRESS CREDIT INC.	\$ 9,204.54	850 N. STATE RD. 7		PLANTATION, FL 33317
114303	19-Jan-18	AUTO EXPRESS CREDIT INC.	\$ 15,852.00	850 N. STATE RD. 7		PLANTATION, FL 33317
114304	19-Jan-18	BENJI AUTO SALES	\$ 16,467.36	3905 S. STATE RD 7		WEST PARK, FL 33023
114305	19-Jan-18	WORLD AUTO INC.	\$ 15,343.44	1830 ST. RD 436		WINTER PARK, FL 32792
114306	19-Jan-18	JACKSONVILLE DODGE	\$ 19,007.13	11101 NURSERYFIELDS DR.		JACKSONVILLE, FL 32276

114307	22-Jan-18	DAVID LOPEZ	\$	100.00	570 NW 129TH WAY	PEMBROKE PINES, FL. 33028
114308	22-Jan-18	FABIAN E. REYES	\$	100.00	6963 W CAMINO REAL #109	BOCA RATON, FL 33433
114309	22-Jan-18	STEVE LIPPAI	\$	100.00	1130 MEADOW LAKE WAY #102	WINTER SPRINGS, FL 32708
114310	22-Jan-18	EJ'S AUTO WORLD	\$	12,925.45	5 E. 15TH ST.	PANAMA CITY, FL 32401
114311	22-Jan-18	FLORIDA FINE CARS WEST PALM	\$	15,999.06	1220 NORTH MILITARY TRAIL	WEST PALM BEACH FL 33409
114312	22-Jan-18	WORLD AUTO INC.	\$	14,367.95	1830 ST. RD 436	WINTER PARK, FL 32792
114313	22-Jan-18	CAPITAL CITY MITSUBISHI	\$	13,587.53	3106 W. TENNESSEE ST.	TALLAHASSEE, FL 32304
114314	22-Jan-18	BENJI AUTO SALES CORP.	\$	17,255.01	1041 E. 49TH ST.	HIALEAH, FL 33013
114315	22-Jan-18	MICHAEL'S AUTO SALES	\$	14,704.62	3501 S. STATE RD. 7	HOLLYWOOD, FL 33023
114316	22-Jan-18	CITY KIA	\$	17,162.72	9550 S. ORANGE BLOSSOM TRL.	ORLANDO, FL 32837
114317	22-Jan-18	AMERICAN RECOVERY SPECIALISTS	\$	440.00	P.O. BOX 50077	LIGHTHOUSE POINT FL 33074
114318	22-Jan-18	American Public Life	\$	3,763.64	2305 Lakewood Drive	Flowood, MS 39232
114319	22-Jan-18	AT&T	\$	172.43	P.O.BOX 536216	ATLANTA, GA 30353-6216
114320	22-Jan-18	AT&T	\$	119.70	P.O.BOX 536216	ATLANTA, GA 30353-6216
114321	22-Jan-18	Citi Cards	\$	341.73	PO BOX 9001016	Louisville, KY 40290-1016
114322	22-Jan-18	Dunbar Armored Inc	\$	868.81	P.O. Box 64115	Baltimore, MD 21264- 4115
114323	22-Jan-18	ENGEL, HAIRSTON & JOHANSON	\$	565.50	109 North 20th Street	BIRMINGHAM, AL 35202
114324	22-Jan-18	EXXON MOBIL CARD SERVICES	\$	408.47	PO BOX 78072	PHOENIX, AZ 85062-8072
114325	22-Jan-18	Experian	\$	5,500.00	PO BOX 881971	Los Angeles, CA 90088- 1971
114326	22-Jan-18	FALCON INT'L DAYTONA	\$	395.00	728 Fentress Blvd	Daytona Beach, FL 32114
114327	22-Jan-18	Canteen Refreshment Services	\$	240.21	PO Box # 50196	Los Angeles, CA 90074- 0196

114328	22-Jan-18	FORCE ONE RECOVERY	\$ 3,029.77	4920 SW 104th Avenue	Cooper City, FL 33328
114329	22-Jan-18	Innovis Data Solutions, Inc.	\$ 77.20	P.O. Box 535595	Pittsburgh, PA 15253-5595
114330	22-Jan-18	Killgore, Pearlman, Stamp & Squi	\$ 265.00	PO Box 1913	Orlando, FL 32802-1913
114331	22-Jan-18	MICROBILT	\$ 193.34	P.O.BOX 1473	ENGLEWOOD, CO 80150
114332	22-Jan-18	J.P. MILLER & SONS SERVICES	\$ 31.80	1407 SW 1ST WAY	DEERFIELD BEACH, FL 33441
114333	22-Jan-18	J.P. MILLER & SONS SERVICES	\$ 460.75	1407 SW 1ST WAY	DEERFIELD BEACH, FL 33441
114334	22-Jan-18	J.P. MILLER & SONS SERVICES	\$ 114.00	1407 SW 1ST WAY	DEERFIELD BEACH, FL 33441
114335	22-Jan-18	National Creditors Conn. Inc.	\$ 110.00	14 Orchard Rd Suite 100	Lake Forest, CA 92630
114336	22-Jan-18	NEC Financial Services, LLC	\$ 2,095.25	24189 Network Place	Chicago, IL 60673-1241
114337	22-Jan-18	National Vehicle Recovery GA	\$ 1,000.00	PO Box 44081	Atlanta Ga 30336
114338	22-Jan-18	Pitney Bowes Global	\$ 674.29	Financial Services LLC	Pittsburgh, PA 15250-7887
114339	22-Jan-18	Pitney Bowes Purchase Power	\$ 300.00	P.O. Box 371874	Pittsburgh, PA 15250-7874
114340	22-Jan-18	RELIANCE FIELD SERVICES	\$ 252.00	A Division of LMS Group, Inc.	MIAMI, FL 33165
114341	22-Jan-18	RouteOne LLC	\$ 1,764.00	16902 Collections Center Drive	Chicago, IL 60693
114342	22-Jan-18	Sand Castle Investments, LLC	\$ 6,885.00	165 Bishops Way, Suite 150	Brookfield, WI 53005
114343	22-Jan-18	TAG AGENCY OF PINELLAS INC.	\$ 2,270.00	3050 SCHERER DRIVE NORTH SUITE B	ST. PETERSBURG, FL 33716
114344	23-Jan-18	ABC AUTOTRADER	\$ 14,993.32	856 E. BUSCH BLVD.	TAMPA, FL 33612
114345	23-Jan-18	Jamarcus Mays	\$ 300.00	17801 SW 111TH AVE	MIAMI, FL 331575004
114346	23-Jan-18	Fibernet Direct Florida LLC	\$ 865.00	PO Box 744470	Atlanta, GA 30374
114347	23-Jan-18	GORKYN ABREU	\$ 100.00	747 N.STATE RD.7	PLANTATION, FL 33317
114348	23-Jan-18	HUGO NAVARRETE	\$ 100.00	15977 SW 15TH ST.	PEMBROKE PINES, FL 33027
114349	23-Jan-18	SHAWN HARTER	\$ 100.00	1120 SW 14TH AVE APT. E.	GAINESVILLE, FL 32601
114350	23-Jan-18	STEVE LIPPAI	\$ 100.00	1130 MEADOW LAKE WAY #102	WINTER SPRINGS, FL 32708

114351	23-Jan-18	TAG AGENCY OF PINELLAS INC.	\$ 1,233.00	3050 SCHERER DRIVE NORTH	SUITE B	ST. PETERSBURG, FL 33716
114352	23-Jan-18	VADIM PINHASOV	\$ 300.00	856 E. BUSCH BLVD.		TAMPA, FL 33612
114353	23-Jan-18	ABC AUTOTRADER	\$ 14,598.90	856 E. BUSCH BLVD.		TAMPA, FL 33612
114354	23-Jan-18	ABC AUTOTRADER	\$ 13,403.10	856 E. BUSCH BLVD.		TAMPA, FL 33612
114355	23-Jan-18	STINGRAY CHEVROLET	\$ 8,274.43	2002 N. FRONTAGE ROAD		PLANT CITY, FL 33563
114356	23-Jan-18	AUTO EXPRESS CREDIT INC.	\$ 18,666.23	850 N. STATE RD. 7		PLANTATION, FL 33317
114357	23-Jan-18	HIGH Q AUTO	\$ 11,486.70	747 N STATE RD. 7		PLANTATION, FL 33317
114358	23-Jan-18	CARITE GAINESVILLE	\$ 13,202.75	2201 N. MAIN ST.		GAINESVILLE, FL 32609
114359	23-Jan-18	WORLD AUTO INC.	\$ 12,765.22	1830 ST. RD 436		WINTER PARK, FL 32792
114360	24-Jan-18	GEORGIA DEPARTMENT OF REVENUE	\$ 38.00	PROCESSING CENTER	P.O.BOX 740391	ATLANTA, GA 30374-0391
114361	24-Jan-18	GEORGIA DEPARTMENT OF REVENUE	\$ 38.00	PROCESSING CENTER	P.O.BOX 740391	ATLANTA, GA 30374-0391
114362	24-Jan-18	JACAVA GROUP LLC	\$ 100.00	15080 ARCHERVALE ST.		DAVIE, FL 33331
114363	24-Jan-18	LARRY BURGER	\$ 100.00	2721 JENKS AVE		PANAMA CITY, FL 32405
114365	24-Jan-18	LEONARDO CIFUENTES	\$ 100.00	304 S. 57TH TERR.		HOLLYWOOD, FL 33023
114366	24-Jan-18	PASTOR GONZALEZ	\$ 100.00	4020 NE 6TH AVE		OAKLAND PARK, FL. 33334
114367	24-Jan-18	PARKWAY MOTORS INC.	\$ 15,193.44	4136 E 15TH ST.		PANAMA CITY, FL 32404
114368	24-Jan-18	HAIMS MOTORS INC.	\$ 17,056.92	2000 N. STATE RD. 7		LAUDERDALE LAKES, FL 33313
114369	24-Jan-18	FLORIDA FINE CARS WEST PALM	\$ 13,664.95	1220 NORTH MILITARY TRAIL		WEST PALM BEACH, FL 33409
114370	24-Jan-18	GODZILLA MOTORS INC	\$ 12,714.60	539 NE 34TH CT.		OAKLAND PARK, FL 33334
114371	24-Jan-18	CAR DEPOT MIAMI	\$ 14,097.56	30005 S. DIXIE HWY		HOMESTEAD, FL 33033
114372	24-Jan-18	LEONARDO R. GUTIERREZ	\$ 100.00	698 NE 21ST AVE		HOMESTEAD, FL 33033
114373	25-Jan-18	AUTO LINE INC.	\$ 12,141.15	2126 MAYPORT RD.		ATLANTIC BEACH FL 32233
114374	25-Jan-18	ALEXANDER HERNANDEZ BATISTA	\$ 100.00	2001 SW 157TH AVE.		MIRAMAR, FL 33027

114375	25-Jan-18	GERKYN ABREU	\$	100.00	747 N.STATE RD.7	PLANTATION, FL. 33317
114376	25-Jan-18	LEONARDO R. GUTIERREZ	\$	100.00	698 NE 21ST AVE	HOMESTEAD, FL 33033
114377	25-Jan-18	MICHAEL JEFFREY HUTCHINSON	\$	100.00	3807 LONG GROVE LANE	PORT ORANGE, FL 32129
114378	25-Jan-18	HIGH Q AUTO	\$	13,436.70	747 N STATE RD. 7	PLANTATION, FL 33317
114379	25-Jan-18	CAR DEPOT MIAMI	\$	15,404.22	30005 S. DIXIE HWY	HOMESTEAD, FL 33033
114380	25-Jan-18	BENJI AUTO SALES CORP.	\$	14,002.00	1041 E. 49TH ST.	HIALEAH, FL 33013
114381	26-Jan-18	AMERICAN RECOVERY SPECIALISTS	\$	1,400.00	P.O. BOX 50077	LIGHTHOUSE POINT FL 33074
114382	26-Jan-18	Bonial & Associates, P.C.	\$	2,699.00	Box #224108	7501 Ester Blvd., Suite 190 Irving, TX 75063
114383	26-Jan-18	CITY OF PLANTATION UTILITIES	\$	419.78	400 NW 73rd Avenue	Plantation, FL 33317
114384	26-Jan-18	CITY OF PLANTATION UTILITIES	\$	118.72	400 NW 73rd Avenue	Plantation, FL 33317
114385	26-Jan-18	FALCON INT'L DAYTONA	\$	1,648.75	728 Fentress Blvd	Daytona Beach, FL 32114
114386	26-Jan-18	FPL	\$	493.82	GENERAL MAIL FACILITY	MIAMI, FL 33188-0001
114387	26-Jan-18	FPL	\$	751.71	GENERAL MAIL FACILITY	MIAMI, FL 33188-0001
114388	26-Jan-18	HUGO NAVARRETE	\$	100.00	15977 SW 15TH ST.	PEMBROKE PINES, FL. 33027
114389	26-Jan-18	LARRY BURGER	\$	200.00	2721 JENKS AVE	PANAMA CITY, FL 32405
114390	26-Jan-18	National Bankruptcy Services	\$	5,763.00	Box #224525	7501 Ester Blvd., Suite 190 Irving, TX 75063
114391	26-Jan-18	THE PAUL REVERE LIFE INSURANCE	\$	378.33	5829 COLLECTIONS CENTER DRIVE	CHICAGO, IL 60693
114392	26-Jan-18	SAPURSTEIN & BLOCH P.A.	\$	278.00	9700 S.DIXIE HIGHWAY	MIAMI, FL 33156
114393	26-Jan-18	STORM RECOVERY, LLC	\$	3,825.00	P.O. BOX 292375	DAVIE, FL 33329-2375
114394	26-Jan-18	STORM RECOVERY, LLC	\$	2,900.00	P.O. BOX 292375	DAVIE, FL 33329-2375
114395	26-Jan-18	WARREN HAYNES	\$	100.00	16840 SW 1ST MANOR	PEMBROKE PINES, FL 33027
114396	26-Jan-18	PARKWAY MOTORS INC.	\$	12,693.74	4136 E 15TH ST.	PANAMA CITY, FL 32404
114397	26-Jan-18	PARKWAY MOTORS INC.	\$	14,334.53	4136 E 15TH ST.	PANAMA CITY, FL 32404

114398	26-Jan-18	AUTO EXPRESS CREDIT INC.	\$ 8,553.75	850 N. STATE RD. 7		PLANTATION, FL 33317
114399	26-Jan-18	LEXUS OF PEMBROKE PINES	\$ 13,299.88	16150 PINES BLVD.		PEMBROKE PINES, FL 33027
114400	26-Jan-18	FORCE ONE RECOVERY	\$ 1,884.30	4920 SW 104th Avenue		Cooper City, FL 33328
114401	26-Jan-18	Manheim - Accounts Receivable	\$ 1,083.00	PO Box 105511		Atlanta, GA 30348
114402	26-Jan-18	SAPURSTEIN & BLOCH P.A.	\$ 140.00	9700 S.DIXIE HIGHWAY	SUITE 1000	MIAMI, FL 33156
114403	26-Jan-18	STORM RECOVERY, LLC	\$ 3,450.00	P.O. BOX 292375		DAVIE, FL 33329-2375
114404	26-Jan-18	STORM RECOVERY, LLC	\$ 3,056.25	P.O. BOX 292375		DAVIE, FL 33329-2375
114405	29-Jan-18	ANDREW R. WEISS TRUST DTD 6607	\$ 1,500.00	WELLS FARGO	P.O.BOX 3488	PORTLAND, OR 97208-3488
114406	29-Jan-18	ARMEN S. PACIFICO	\$ 100.00	805 N. OLIVE AVE. # 502		WEST PALM BEACH, FL 33401
114407	29-Jan-18	WILLIAM D. SNELBAKER	\$ 100.00	2414 WINNIPEG DR.		LAKELAND, FL 33805
114408	29-Jan-18	ELAINE J. BERESH TRUST	\$ 1,500.00	7449 KENDLEWOOD		WEST BLOOMFIELD, MI 48322
114409	29-Jan-18	ELISSA WEISS	\$ 1,250.00	WELLS FARGO	P.O. BOX 3488	PORTLAND, OR 97208-3488
114410	29-Jan-18	FABIAN E. REYES	\$ 100.00	6963 W CAMINO REAL #109		BOCA RATON, FL 33433
114411	29-Jan-18	FELIX LOPEZ	\$ 100.00	6314 SW 146TH CT.		MIAMI, FL 33183
114412	29-Jan-18	FIRST TRUST CORPORATION	\$ 10,503.00	FBO DENNIS L SCOTT031038031749	P.O.BOX 173859	DENVER, CO 80217-3859
114413	29-Jan-18	FLORIDA DEPARTMENT OF REVENUE	\$ 1,392.00	5050 W TENNESSEE STREET		TALLAHASSEE, FL 32399
114414	29-Jan-18	ARLENE FRIED, TRUSTEE OF	\$ 17,000.00	ARLENE G FRIED REVOCABLE TRUST	17341 BRIDLEWAY TRAIL	BOCA RATON, FL 33496
114415	29-Jan-18	HUGO NAVARRETE	\$ 100.00	15977 SW 15TH ST.		PEMBROKE PINES, FL. 33027
114416	29-Jan-18	JENNIFER FRIEND	\$ 1,000.00	WELLS FARGO	P.O.BOX 3488	PORTLAND, OR 97208
114417	29-Jan-18	CHARLES SCHWAB	\$ 3,250.00	FBO KASTENBAUM FAMILY LP	81 MAIN STREET - SUITE 122	WHITE PLAINS, NY 10601
114418	29-Jan-18	KENNETH GILLMAN	\$ 2,500.00	132 TERRA LINDA PLACE		PALM BEACH GARDENS, FL 33418
114419	29-Jan-18	LOLA PASAHOW ATF REV LIV TRUST	\$ 1,000.00	17009 RYTON LANE		BOCA RATON, FL 33496-3206
114420	29-Jan-18	MAGDA DAVIS OR MINDY BAROFF	\$ 2,000.00	1255 LAUREL CT		WESTON, FL 33326

114421	29-Jan-18	MARSHA BAKER		\$ 1,000.00	3104 HAZELWOOD CT.		BEDFORD, TX 76021
114422	29-Jan-18	MARTIN SHENKMAN		\$ 1,000.00	1512 PALISADE AVENUE,APT 10 N		FORT LEE, NJ 07024
114423	29-Jan-18	MATTHEW GORSTEIN		\$ 87.00	21 Rivers Point	Row 12H	Charleston, SC 29412
114424	29-Jan-18	MAGDA DAVIS OR MINDY L. BAROFF		\$ 2,500.00	1255 LAUREL CT		WESTON, FL 33326
114425	29-Jan-18	RACHEL WEISS		\$ 1,500.00	WELLS FARGO	P.O.BOX 3488	PORTLAND, OR 97208-3488
114426	29-Jan-18	ROBERT BAKER		\$ 1,000.00	3104 HAZELWOOD CT.		BEDFORD, TX 76021
114427	29-Jan-18	RETIREMENT ACCOUNTS INC		\$ 2,450.00	FBO ALVIN WHEELER 080000012610	P.O.BOX 173859	DENVER, CO 80217-3859
114428	29-Jan-18	ROBIN L. PEKKALA		\$ 3,000.00	42 CAYMAN PLACE		PALM BEACH GARDENS, FL 33418
114429	29-Jan-18	THE ROBYN WEISS REVOCABLE		\$ 6,000.00	TRUST AGREEMENT DTD 6/21/16	WELLS FARGO, P.O. BOX 3488	PORTLAND, OR 97208-3488
114430	29-Jan-18	ROSALIE BOGIE-VENTURA		\$ 500.00	174 LAKE EVELYN DR		WEST PALM BEACH, FL 33411
114431	29-Jan-18	SHARON BOGIE		\$ 600.00	7407 NW 34TH ST		LAUDERHILL, FL 33319
114432	29-Jan-18	SHAWN PINNICK		\$ 100.00	3640 ANNAPOLIS WAY		JACKSONVILLE, FL 32224
114433	29-Jan-18	VIMAL TAMBAY		\$ 1,000.00	6961 NW 66TH STREET		PARKLAND, FL 330367
114434	29-Jan-18	YUNIESKI MOSQUEDA		\$ 100.00	655 W. 68TH ST. APT. 7		HIALEAH, FL 33014
114435	29-Jan-18	WEST KENDALL TOYOTA-SCION		\$ 12,554.06	13800 S.W. 137 AVE.		MIAMI, FL 33186
114436	29-Jan-18	BOB PFORTE MOTORS		\$ 15,475.42	4214 W. LAFAYETTE ST.		MARIANNA FL 32447
114437	29-Jan-18	AUTO LINE INC.		\$ 11,970.42	2126 MAYPORT RD.		ATLANTIC BEACH FL 32233
114438	29-Jan-18	UNIVERSAL AUTO SALES		\$ 13,287.84	2009 W. BAKER ST.		PLANT CITY FL 33567
114439	29-Jan-18	AUTO EXPRESS CREDIT INC.		\$ 18,582.88	850 N. STATE RD. 7		PLANTATION FL 33317
114440	29-Jan-18	BENJI AUTO SALES CORP.		\$ 11,977.35	1041 E. 49TH ST.		HIALEAH, FL 33013
114441	29-Jan-18	BENJI AUTO SALES CORP.		\$ 12,858.34	1041 E. 49TH ST.		HIALEAH, FL 33013
114442	29-Jan-18	COURTESY AUTO GROUP		\$ 10,314.86	9204 ADAMO DRIVE		TAMPA, FL 33619

114443	29-Jan-18	NAPLETONS HYUNDAI	\$ 12,707.09	2301 OKEECHOBEE BLVD		WEST PALM BEACH FL 33409
114444	30-Jan-18	Erik Melendez	\$ 440.00	13351 SW 268 TERR		HOMESTEAD, FL 33032
114445	31-Jan-18	Gauntt Investigations Inc	\$ 180.00	485 W Taft Vineland Road		Orlando, FL 32824
114446	31-Jan-18	Access Point, Inc.	\$ 5,357.48	P.O. Box 382828		Pittsburgh, PA 15251-8828
114447	31-Jan-18	Almor Eletric & Design	\$ 165.80	11042 Nw 18 Pl		Plantation FL 33322
114448	31-Jan-18	AMERICAN RECOVERY SPECIALISTS	\$ 980.00	P.O. BOX 50077		LIGHTHOUSE POINT FL 33074
114449	31-Jan-18	TRUJILLO CORP	\$ 100.00	7316 NW 22ND DR.		PEMBROKE PINES, FL 33024
114450	31-Jan-18	CARLOS MANGUAL	\$ 100.00	12855 SW 62ND LANE		MIAMI, FL 33183
114451	31-Jan-18	Citi Cards	\$ 242.47	PO BOX 9001016		Louisville, KY 40290-1016
114452	31-Jan-18	Digital Recognition Network	\$ 1,750.00	PO Box 45591		San Francisco, CA 94145
114453	31-Jan-18	EMMANUEL DE JESUS MEJIA	\$ 100.00	2538 NW 89TH DR.		CORAL SPRINGS, FL 33065
114454	31-Jan-18	Experian	\$ 5,749.97	PO BOX 881971		Los Angeles, CA 90088-1971
114455	31-Jan-18	FALCON INT'L DAYTONA	\$ 915.00	728 Fentress Blvd		Daytona Beach, Fl 32114
114456	31-Jan-18	Canteen Refreshment Services	\$ 84.78	PO Box # 50196		Los Angeles, CA 90074-0196
114457	31-Jan-18	FORCE ONE RECOVERY	\$ 2,767.40	4920 SW 104th Avenue		Cooper City, FL 33328
114458	31-Jan-18	LEONARDO R. GUTIERREZ	\$ 100.00	698 NE 21ST AVE		HOMESTEAD, FL 33033
114459	31-Jan-18	LEXUS FINANCIAL SERVICES	\$ 1,234.00	P.O. BOX 17187		BALTIMORE, MD 21297
114460	31-Jan-18	MICHAEL LAWRENCE STOCK	\$ 100.00	2550 S.W. 29TH WAY		FT. LAUDERDALE, FL 33312
114461	31-Jan-18	OFFICE DEPOT BUSINESS CREDIT	\$ 2,452.67	DEPT. 56-4101484037	PO BOX 689020	DES MOINES, IA 50368-9020
114462	31-Jan-18	ORLANDO VILLALONA	\$ 100.00	15649 SW 16TH ST		PEMBROKE PINES, FL 33027
114463	31-Jan-18	PSE CAPITAL CARS, LLC	\$ 100.00	6450 NW 109 AVE		DORAL, FL 33178
114464	31-Jan-18	Service America Enterprise	\$ 451.00	P.O. Box 668398		Pompano Beach, FL 33066

114465	31-Jan-18	SHAWN HARTER		\$	100.00	1120 SW 14TH AVE APT. E.	GAINESVILLE, FL 32601
114466	31-Jan-18	STEVE LIPPAI		\$	200.00	1130 MEADOW LAKE WAY #102	WINTER SPRINGS, FL 32708
114467	31-Jan-18	TAG AGENCY OF PINELLAS INC.		\$	2,363.25	3050 SCHERER DRIVE NORTH SUITE B	ST. PETERSBURG, FL 33716
114468	31-Jan-18	VADIM PINHASOV		\$	200.00	856 E. BUSCH BLVD.	TAMPA, FL. 33612
114469	31-Jan-18	WARREN HAYNES		\$	100.00	16840 SW 1ST MANOR	PEMBROKE PINES, FL 33027
114470	31-Jan-18	WESTERN UNION FINANCIAL SVCS.		\$	500.00	P.O. Box 60528	City of Industry, CA 91716
114471	31-Jan-18	BECK CHEVROLET		\$	14,576.19	1601 REID ST	PALATKA, FL 32177
114472	31-Jan-18	ABC AUTOTRADER		\$	13,004.50	856 E. BUSCH BLVD.	TAMPA, FL 33612
114473	31-Jan-18	ABC AUTOTRADER		\$	14,570.35	856 E. BUSCH BLVD.	TAMPA, FL 33612
114474	31-Jan-18	BRAMAN HYUNDAI		\$	13,998.35	2060 BISCAYNE BLVD.	MIAMI FL 33137
114475	31-Jan-18	MIAMI CAR CREDIT		\$	11,072.94	19390 NW 2ND AVE.	MIAMI GARDENS FL 33169
114476	31-Jan-18	MIAMI CAR CREDIT		\$	13,710.98	19390 NW 2ND AVE.	MIAMI GARDENS FL 33169
114477	31-Jan-18	PREMIUM MOTORS		\$	14,142.30	3297 W. OAKLAND PK. BLVD.	LAUDERDALE LAKES FL 33311
114478	31-Jan-18	BENJI AUTO SALES		\$	13,708.16	3905 S. STATE RD 7	WEST PARK, FL 33023
114479	31-Jan-18	BENJI AUTO SALES		\$	16,682.34	3905 S. STATE RD 7	WEST PARK, FL 33023
114480	31-Jan-18	CARITE GAINESVILLE		\$	7,551.31	2201 N. MAIN ST.	GAINESVILLE, FL 32609
114481	31-Jan-18	WORLD AUTO INC.		\$	15,037.88	1830 ST. RD 436	WINTER PARK, FL 32792
114482	31-Jan-18	WORLD AUTO INC.		\$	16,936.67	1830 ST. RD 436	WINTER PARK, FL 32792
114483	31-Jan-18	SHEEHAN CADILLAC LLC		\$	10,832.05	5101 N. FEDERAL HWY	POMPANO BEACH, FL 33064
114484	31-Jan-18	FUCCILLO NISSAN OF CLEARWATER		\$	11,748.43	15299 US HWY 19N	CLEARWATER, FL 33764
114485	31-Jan-18	CAR DEPOT MIAMI		\$	18,584.19	30005 S. DIXIE HWY	HOMESTEAD, FL 33033
114486	31-Jan-18	CAPITAL CITY MITSUBISHI		\$	14,691.15	3106 W. TENNESSEE ST.	TALLAHASSEE, FL 32304
114487	31-Jan-18	LEXUS OF PEMBROKE PINES		\$	13,222.08	16150 PINES BLVD.	PEMBROKE PINES, FL 33027

114488	31-Jan-18	AMBAR MOTORS	\$ 16,031.70	4382 WEST 12TH AVE		HIALEAH, FL 33012
114489	31-Jan-18	WILLIAM LEHMAN MITSUBISHI	\$ 18,831.65	21200 N.W. 2ND AVE.		MIAMI, FL 33169
114490	31-Jan-18	COGGIN HONDA JACKSONVILLE	\$ 11,658.02	11003 ATLANTIC BLVD.		JACKSONVILLE, FL 32225
114491	31-Jan-18	MICHAEL'S AUTO SALES	\$ 17,037.84	3501 S. STATE RD. 7		HOLLYWOOD, FL 33023
114492	31-Jan-18	STANLEY SERPAS	\$ 100.00	7130 BAMBOO ST.		MIAMI LAKES, FL 33014
WIRE	01-Feb-18	COHEN ST. CLOUD LLC	\$10,000.00			
WIRE	01-Feb-18	ILENE RESNICK GARBER	\$7,000.00			
WIRE	01-Feb-18	ILENE GARBER IRA MAINSTAR TRUST	\$7,000.00			
WIRE	01-Feb-18	ILENE RESNICK GARBER	\$2,500.00			
WIRE	01-Feb-18	JUDITH GOLDBERG (REISS)	\$3,000.00			
WIRE	01-Feb-18	MICHAEL & LYNNE DITTMORE	\$4,000.00			
WIRE	01-Feb-18	ZAFI GAMLIELI	\$3,000.00			
WIRE	01-Feb-18	NORMAN M. BLOMBERG	\$4,000.00			
WIRE	01-Feb-18	SHIL RAJIV GUDKA	\$2,400.00			
WIRE	01-Feb-18	RAJIV GUDKA	\$1,400.00			
WIRE	01-Feb-18	PENSCO- IRA ROBERT HENDLER	\$7,000.00			
WIRE	01-Feb-18	WILLIAM HYMAN FAMILY TRUST	\$12,000.00			
WIRE	01-Feb-18	RONNI WHEELER	\$8,000.00			
WIRE	01-Feb-18	STANLEY & ELAINE COHEN	\$13,750.00			
WIRE	01-Feb-18	SUDHIRA ARGADE	\$7,456.00			
WIRE	01-Feb-18	LIFE OF THE SOUTH	\$34,075.00			
WIRE	01-Feb-18	SYDELLE LAZAR	\$6,000.00			
WIRE	01-Feb-18	SUMFIN REINSURANCE	\$68,875.00			
WIRE	01-Feb-18	PHOENIX CONSULTING	\$132,521.00			
WIRE	01-Feb-18	ROBYN WEISS REVOCABLE TRUST	\$6,000.00			

WIRE	01-Feb-18	WARREN R. WIEBE, JR IRA PENSCO	\$4,000.00			
WIRE	01-Feb-18	WARREN R. WIEBE, JR. TRUST	\$4,000.00			
WIRE	01-Feb-18	SAUL GITOMER	\$4,062.00			
WIRE	01-Feb-18	CHANDRAVELLI PATEL BYPASS TRUST	\$7,351.00			
WIRE	01-Feb-18	BMA CAPITAL PARTNERS	\$3,000.00			
ACH	02-Feb-18	Aetna	\$ 26,993.36	Billing Statement Dist	P.O. Box 67103	Harrisburg, PA 17106-7103
114584	09-Feb-18	JOHN PIERRE BALAGUER JR	\$ 100.00	620 OAKLAND RD.		AUBURNDALE, FL 33823
114585	09-Feb-18	VADIM PINHASOV	\$ 100.00	856 E. BUSCH BLVD.		TAMPA, FL. 33612
114586	09-Feb-18	ABC AUTOTRADER	\$ 11,794.93	856 E. BUSCH BLVD.		TAMPA FL 33612
114587	09-Feb-18	FUCCILLO KIA OF CAPE CORAL	\$ 17,158.53	404 N.E. PINE ISLAND ROAD		CAPE CORAL, FL 33909
114588	09-Feb-18	DELAND RELIABLE CARS & TRUCKS	\$ 13,152.97	2180 S. WOODLAND BLVD.		DELAND, FL 32720
114589	09-Feb-18	MCJ AUTO SALES OF CENTRAL FLOR	\$ 16,737.64	7224 E. COLONIAL DR.		ORLANDO, FL 32807
114590	09-Feb-18	HEADQUARTER MAZDA	\$ 13,883.48	17500 STATE RD. 50		CLERMONT, FL 34711
114591	09-Feb-18	MCGUIRE CHEVROLET	\$ 10,944.44	21500 HWY 27 N		LAKE WALES, FL 33853
114592	09-Feb-18	KELLEY BUICK GMC OF BARTOW	\$ 10,539.43	255 W. VAN FLEET DR.		BARTOW, FL 33830
114593	10-Feb-18	STANLEY SERPAS	\$ 100.00	7130 BAMBOO ST.		MIAMI LAKES, FL 33014
114594	10-Feb-18	VADIM PINHASOV	\$ 100.00	856 E. BUSCH BLVD.		TAMPA, FL. 33612
114596	10-Feb-18	LORENZO BOMNIN CHEVROLET	\$ 17,509.58	8455 S. DIXIE HWY.		MIAMI, FL 33143
114597	10-Feb-18	FUCCILLO KIA OF CAPE CORAL	\$ 12,162.33	404 N.E. PINE ISLAND ROAD		CAPE CORAL, FL 33909
114598	10-Feb-18	FUCCILLO KIA OF CAPE CORAL	\$ 18,991.79	404 N.E. PINE ISLAND ROAD		CAPE CORAL, FL 33909
114599	10-Feb-18	MIAMI CAR CREDIT	\$ 15,163.33	19390 NW 2ND AVE.		MIAMI GARDENS, FL 33169
114600	10-Feb-18	SUTHERLIN NISSAN VERO BEACH	\$ 15,175.70	946 S. US 1		VERO BEACH, FL 32962
114601	10-Feb-18	BENJI AUTO SALES CORP.	\$ 11,844.40	1041 E. 49TH ST.		HIALEAH, FL 33013
114602	10-Feb-18	CITY KIA	\$ 14,394.81	9550 S. ORANGE BLOSSOM TRL.		ORLANDO, FL 32837
114603	12-Feb-18	ABC AUTOTRADER	\$ 15,875.00	856 E. BUSCH BLVD.		TAMPA, FL 33612

114604	13-Feb-18	VADIM PINHASOV	\$ 100.00	856 E. BUSCH BLVD.	TAMPA, FL 33612
114605	13-Feb-18	ABC AUTOTRADER	\$ 13,525.75	856 E. BUSCH BLVD.	TAMPA, FL 33612
114606	13-Feb-18	FAT SACK MOTORS, LLC	\$ 14,104.90	3955 ST. AUGUSTINE RD.	JACKSONVILLE, FL 32207
114607	13-Feb-18	WILLIAM LEHMAN BUICK, INC.	\$ 16,164.47	21400 N.W. 2ND AVE.	MIAMI, FL 33169
114608	14-Feb-18	GEORGIA DEPARTMENT OF REVENUE	\$ 28.00	PROCESSING CENTER	ATLANTA, GA 30374-0391
114609	14-Feb-18	GEORGIA DEPARTMENT OF REVENUE	\$ 28.00	PROCESSING CENTER	ATLANTA, GA 30374-0391
114610	14-Feb-18	GEORGIA DEPARTMENT OF REVENUE	\$ 28.00	PROCESSING CENTER	ATLANTA, GA 30374-0391
114611	14-Feb-18	JACAVA GROUP LLC	\$ 100.00	15080 ARCHERVALE ST.	DAVIE, FL 33331
114612	14-Feb-18	PASTOR GONZALEZ	\$ 100.00	4020 NE 6TH AVE	OAKLAND PARK, FL. 33334
114613	14-Feb-18	PSE CAPITAL CARS, LLC	\$ 100.00	6450 NW 109 AVE	DORAL, FL 33178
114614	14-Feb-18	VADIM PINHASOV	\$ 100.00	856 E. BUSCH BLVD.	TAMPA, FL. 33612
114615	14-Feb-18	KENDALL TOYOTA	\$ 17,409.01	10943 S. DIXIE HWY.	MIAMI, FL 33156
114616	14-Feb-18	ABC AUTOTRADER	\$ 12,248.30	856 E. BUSCH BLVD.	TAMPA, FL 33612
114618	14-Feb-18	PREMIUM MOTORS	\$ 15,785.08	3297 W. OAKLAND PK. BLVD.	LAUDERDALE LAKES, FL 33311
114619	14-Feb-18	GODZILLA MOTORS INC	\$ 16,159.65	539 NE 34TH CT.	OAKLAND PARK, FL 33334
114620	14-Feb-18	HAIMS MOTORS INC.	\$ 14,991.00	2000 N. STATE RD. 7	LAUDERDALE LAKES, FL 33313
114621	15-Feb-18	Travis Kantor	\$ 102.80	912 SW 55 TERR	GAINSVILLE, FL 32607
114622	15-Feb-18	American Lending Solutions	\$ 475.00	P.O. Box 745182	Atlanta, GA 30374-5182
114623	15-Feb-18	AMERICAN RECOVERY SPECIALISTS	\$ 372.00	P.O. BOX 50077	LIGHTHOUSE POINT FL 33074
114624	15-Feb-18	BERLIN A. PEREZ	\$ 100.00	15451 SW 294TH TERR.	HOMESTEAD, FL 33033
114625	15-Feb-18	Business Card	\$ 535.31	PO Box 15796	Wilmington, DE 19886-5796
114626	15-Feb-18	Carfax Vehicle History Reports	\$ 1,596.00	16630 Collection Center Drive	Chicago, IL 60693
114627	15-Feb-18	DealerTrack, Inc.	\$ 14,891.84	PO BOX 6129	New York, NY 1024-6129

114628	15-Feb-18	Dunbar Armored Inc	\$ 875.21	P.O. Box 64115	Baltimore, MD 21264-4115
114629	15-Feb-18	EQUIFAX/TALX CORP	\$ 2,563.33	4076 PAYSPIRE CIRCLE	CHICAGO, IL 60674-4076
114630	15-Feb-18	EXXON MOBIL CARD SERVICES	\$ 340.45	PO BOX 78072	PHOENIX, AZ 85062-8072
114631	15-Feb-18	FALCON INT'L DAYTONA	\$ 737.75	728 Fentress Blvd	Daytona Beach, Fl 32114
114632	15-Feb-18	Canteen Refreshment Services	\$ 268.36	PO Box # 50196	Los Angeles, CA 90074-0196
114633	15-Feb-18	FCCI Insurance Group	\$ 24,851.23	PO BOX 405563	ATLANTA, GA 30384-5563
114634	15-Feb-18	FORCE ONE RECOVERY	\$ 2,063.76	4920 SW 104th Avenue	Cooper City, FL 33328
114635	15-Feb-18	HUGO NAVARRETE	\$ 100.00	15977 SW 15TH ST.	PEMBROKE PINES, FL. 33027
114636	15-Feb-18	Innovis Data Solutions, Inc.	\$ 53.60	P.O. Box 535595	Pittsburgh, PA 15253-5595
114637	15-Feb-18	Killgore, Pearlman, Stamp & Squi	\$ 7,795.00	PO Box 1913	Orlando, FL 32802-1913
114638	15-Feb-18	KYLE WILLIAMSON	\$ 100.00	2414 WILLIAMETTE RD.	TALLAHASSEE, FL 32303
114639	15-Feb-18	MEGASYS INC *	\$ 484.58	500 City Parkway West	Orange, CA 92868
114640	15-Feb-18	Pitney Bowes Global	\$ 34.25	Financial Services LLC	Pittsburgh, PA 15250-7887
114641	15-Feb-18	Pitney Bowes Purchase Power	\$ 601.00	P.O. Box 371874	Pittsburgh, PA 15250-7874
114642	15-Feb-18	Recovery Database Network	\$ 450.00	Attn: Accounts Receivable	Mesa, AZ 85204
114643	15-Feb-18	Sand Castle Investments, LLC	\$ 360.00	165 Bishops Way, Suite 150	Brookfield, WI 53005
114644	15-Feb-18	STANLEY SERPAS	\$ 100.00	7130 BAMBOO ST.	MIAMI LAKES, FL 33014
114645	15-Feb-18	TAG AGENCY OF PINELLAS INC.	\$ 1,849.50	3050 SCHERER DRIVE NORTH	ST. PETERSBURG, FL 33716
114646	15-Feb-18	KIA AUTOSPORT OF PENSACOLA	\$ 16,792.30	6637 PENSACOLA BLVD.	PENSACOLA, FL 32505
114647	15-Feb-18	AUTO EXPRESS CREDIT INC.	\$ 10,043.95	850 N. STATE RD. 7	PLANTATION, FL 33317
114648	15-Feb-18	DIRECT AUTO EXCHANGE	\$ 14,317.02	2168-1 W. TENNESSEE ST.	TALLAHASSEE, FL 32304
114649	15-Feb-18	FUCCILLO KIA OF WESLEY CHAPEL	\$ 14,912.99	28555 WESLEY CHAPEL BLVD.	WESLEY CHAPEL, FL 33543
114650	15-Feb-18	H & Y AUTOMOBILE INC.	\$ 14,171.65	3450 NW 36TH ST.	MEDLEY, FL 33166
114651	15-Feb-18	MCGUIRE KIA	\$ 17,785.22	21280 HWY 27	LAKE WALES, FL 33859

114652	15-Feb-18	AMBAR MOTORS	\$ 11,851.70	4382 WEST 12TH AVE		HIALEAH, FL 33012
114653	15-Feb-18	BENJI AUTO SALES CORP.	\$ 17,679.29	1041 E. 49TH ST.		HIALEAH, FL 33013
114654	15-Feb-18	KELLEY BUICK GMC OF BARTOW	\$ 500.00	255 W. VAN FLEET DR.		BARTOW, FL 33830
114655	15-Feb-18	CBS MARKETING GROUP LLC	\$ 3,000.00	17701 SW 18TH ST		MIRAMAR, FL 33029
114656	15-Feb-18	JASON D. CELEN	\$ 1,950.00	10243 LENOX ST.		CLERMONT, FL 34711
114657	15-Feb-18	REX MEYERS	\$ 3,450.00	16366 NW 13TH ST		PEMBROKE PINES, FL 33028
114658	16-Feb-18	AT&T	\$ 119.70	P.O.BOX 536216		ATLANTA, GA 30353-6216
114659	16-Feb-18	AT&T	\$ 166.08	P.O.BOX 536216		ATLANTA, GA 30353-6216
114660	16-Feb-18	FORCE ONE RECOVERY	\$ 905.35	4920 SW 104th Avenue		Cooper City, FL 33328
114661	16-Feb-18	HUGO NAVARRETE	\$ 100.00	15977 SW 15TH ST.		PEMBROKE PINES, FL 33027
114662	16-Feb-18	SOFIA PINEDO	\$ 100.00	7914 HARBOR ISLAND DR. #204		NORTH BAY VILLAGE, FL 33141
114663	16-Feb-18	STORM RECOVERY, LLC	\$ 4,200.00	P.O. BOX 292375		DAVIE, FL 33329-2375
114664	16-Feb-18	STORM RECOVERY, LLC	\$ 2,271.00	P.O. BOX 292375		DAVIE, FL 33329-2375
114665	16-Feb-18	FARHAN KAMAL	\$ 100.00	10250 NW 48TH CT.		CORAL SPRINGS, FL 33076
114666	16-Feb-18	ROUTE 60 HYUNDAI	\$ 11,552.85	8575 20TH ST.		VERO BEACH, FL 32966
114667	16-Feb-18	FUCCILLO KIA OF CAPE CORAL	\$ 13,225.81	404 N.E. PINE ISLAND ROAD		CAPE CORAL, FL 33909
114668	16-Feb-18	CORAL SPRINGS HONDA	\$ 19,730.85	9330 W. ATLANTIC BLVD.		CORAL SPRINGS, FL 33071
114669	16-Feb-18	GAINESVILLE MITSUBISHI	\$ 17,851.65	2110 N. MAIN ST.		GAINESVILLE, FL 32609
114670	16-Feb-18	AUTO EXPRESS CREDIT INC.	\$ 16,805.20	850 N. STATE RD. 7		PLANTATION, FL 33317
114671	16-Feb-18	MIAMI CAR CREDIT	\$ 13,275.59	19390 NW 2ND AVE.		MIAMI GARDENS, FL 33169
114672	16-Feb-18	FAT SACK MOTORS, LLC	\$ 12,111.90	3955 ST. AUGUSTINE RD.		JACKSONVILLE, FL 32207
114673	16-Feb-18	TROPICAL CHEVROLET	\$ 20,590.92	8880 BISCAYNE BLVD.		MIAMI, FL 33138
114674	16-Feb-18	HYUNDAI OF WESLEY CHAPEL	\$ 17,393.69	27000 WESLEY CHAPEL BLVD.		WESLEY CHAPEL, FL 33543
114675	20-Feb-18	BROWARD COUNTY TAX COLLECTOR	\$ 105.75	115 S. Andrews Ave.	Room A-100	Ft. Lauderdale, FL 33301

114676	21-Feb-18	CHRISTOPHER GRANT	\$	144.15	7848 DALEHURST DR S		JACKSONVILLE, FL 32277
114677	21-Feb-18	COREY PARADIE	\$	337.56	5633 OBISQUE DR		CHESTERFIELD, VA 23832
114678	22-Feb-18	James Collision & Towing LLC	\$	3,929.50	3158 Highway 84 W		Frisco City, AL 36445
114679	26-Feb-18	DONALD KASTENBAUM	\$	1,625.00	ONE GRACIE SQUARE		New York, NY 10028
114680	26-Feb-18	FRED KASTENBAUM	\$	1,625.00	ONE GRACIE SQUARE		New York, NY 10028
114681	26-Feb-18	ELAINE J. BERESH TRUST	\$	1,500.00	7449 KENDLEWOOD		WEST BLOOMFIELD, MI 48322
114682	26-Feb-18	ELISSA WEISS	\$	1,250.00	WELLS FARGO	P.O. BOX 3488	PORTLAND, OR 97208-3488
114683	26-Feb-18	FIRST TRUST CORPORATION	\$	10,503.00	FBO DENNIS L SCOTT031038031749	P.O.BOX 173859	DENVER, CO 80217-3859
114684	26-Feb-18	FLORIDA DEPARTMENT OF REVENUE	\$	1,392.00	5050 W TENNESSEE STREET		TALLAHASSEE, FL 32399-0170
114685	26-Feb-18	ARLENE FRIED, TRUSTEE OF	\$	17,000.00	ARLENE G FRIED REVOCABLE TRUST	17341 BRIDLEWAY TRAIL	BOCA RATON, FL 33496
114686	26-Feb-18	JENNIFER FRIEND	\$	1,000.00	WELLS FARGO	P.O.BOX 3488	PORTLAND, OR 97208-3488
114687	26-Feb-18	KENNETH GILLMAN	\$	2,500.00	132 TERRA LINDA PLACE		PALM BEACH GARDENS, FL 33418
114688	26-Feb-18	LOLA PASAHOW ATF REV LIV TRUST	\$	1,000.00	17009 RYTON LANE		BOCA RATON, FL 33496-3206
114689	26-Feb-18	MAGDA DAVIS OR MINDY BAROFF	\$	2,000.00	1255 LAUREL CT		WESTON, FL 33326
114690	26-Feb-18	MARSHA BAKER	\$	1,000.00	3104 HAZELWOOD CT.		BEDFORD, TX 76021
114691	26-Feb-18	MARTIN SHENKMAN	\$	1,000.00	1512 PALISADE AVENUE,APT 10 N		FORT LEE, NJ 07024
114692	26-Feb-18	MATTHEW GORSTEIN	\$	87.00	21 Rivers Point	Row 12H	Charleston, SC 29412
114693	26-Feb-18	MAGDA DAVIS OR MINDY L. BAROFF	\$	2,500.00	1255 LAUREL CT		WESTON, FL 33326
114694	26-Feb-18	RACHEL WEISS	\$	1,500.00	WELLS FARGO	P.O.BOX 3488	PORTLAND, OR 97208-3488
114695	26-Feb-18	ROBERT BAKER	\$	1,000.00	3104 HAZELWOOD CT.		BEDFORD, TX 76021
114696	26-Feb-18	ROBIN L. PEKKALA	\$	3,000.00	42 CAYMAN PLACE		PALM BEACH GARDENS, FL 33418
114697	26-Feb-18	ROSALEE BOGIE-VENTURA	\$	500.00	174 LAKE EVELYN DR		WEST PALM BEACH, FL 33411

114698	26-Feb-18	SHARON BOGIE	\$ 600.00	7407 NW 34TH ST		LAUDERHILL, FL 33319
114699	26-Feb-18	VIMAL TAMBAY	\$ 1,000.00	6961 NW 66TH STREET		PARKLAND FL 330367
114700	26-Feb-18	Freedom Automotive	\$ 912.60	5264 NW 15th Street		Margate, FL 33063
114701	27-Feb-18	ABS Rental Services	\$ 793.05	5886 Enterprise Pkwy		Ft. Myers, FL 33905
114702	27-Feb-18	Crowe Horwath	\$ 75,800.00	P.O. Box 71570		Chicago, IL 60694-1570
114703	28-Feb-18	GEORGIA DEPARTMENT OF REVENUE	\$ 28.00	PROCESSING CENTER	P.O.BOX 740391	ATLANTA, GA 30374-0391
114704	28-Feb-18	GEORGIA DEPARTMENT OF REVENUE	\$ 28.00	PROCESSING CENTER	P.O.BOX 740391	ATLANTA, GA 30374-0391
114705	28-Feb-18	GEORGIA DEPARTMENT OF REVENUE	\$ 28.00	PROCESSING CENTER	P.O.BOX 740391	ATLANTA, GA 30374-0391
114706	28-Feb-18	GEORGIA DEPARTMENT OF REVENUE	\$ 38.00	PROCESSING CENTER	P.O.BOX 740391	ATLANTA, GA 30374-0391
114707	28-Feb-18	GEORGIA DEPARTMENT OF REVENUE	\$ 38.00	PROCESSING CENTER	P.O.BOX 740391	ATLANTA, GA 30374-0391
114708	28-Feb-18	GEORGIA DEPARTMENT OF REVENUE	\$ 28.00	PROCESSING CENTER	P.O.BOX 740391	ATLANTA, GA 30374-0391
114709	28-Feb-18	MEAGAN HEDGER	\$ 405.00	3202 W. NINE MILE ROAD	APT 6307	PENSACOLA, FL 32534
114710	28-Feb-18	OLIVER CLARK	\$ 508.45	9228 26 Street West		Brandenton, FL 34205
WIRE	01-Mar-18	COHEN ST. CLOUD LLC	\$10,000.00			
WIRE	01-Mar-18	ILENE GARBER IRA MAINSTAR TRUST	\$7,000.00			
WIRE	01-Mar-18	ILENE RESNICK GARBER	\$2,500.00			
WIRE	01-Mar-18	ILENE RESNICK GARBER	\$7,000.00			
WIRE	01-Mar-18	JUDITH GOLDBERG (REISS)	\$3,000.00			
WIRE	01-Mar-18	MICHAEL & LYNNE DITTMORE	\$4,000.00			
WIRE	01-Mar-18	NORMAN M. BLOMBERG	\$4,000.00			
WIRE	01-Mar-18	RAJIV GUDKA	\$1,500.00			
WIRE	01-Mar-18	PENSCO- IRA ROBERT HENDLER	\$7,000.00			
WIRE	01-Mar-18	SAUL GITOMER	\$3,762.00			
WIRE	01-Mar-18	SHIL RAJIV GUDKA	\$2,400.00			

WIRE	01-Mar-18	PHOENIX CONSULTING	\$36,565.00				
WIRE	01-Mar-18	ZAFI GAMLIELI	\$3,000.00				
WIRE	01-Mar-18	STANLEY & ELAINE COHEN	\$13,750.00				
WIRE	01-Mar-18	SYDELLE LAZAR	\$6,000.00				
WIRE	01-Mar-18	WARREN R. WIEBE, JR IRA PENSCO	\$7,400.00				
WIRE	01-Mar-18	SUDHIRA ARGADE	\$7,456.00				
WIRE	01-Mar-18	WARREN R. WIEBE, JR. TRUST	\$4,000.00				
WIRE	01-Mar-18	RONNI WHEELER	\$8,000.00				
WIRE	01-Mar-18	WILLIAM HYMAN FAMILY TRUST	\$12,000.00				
WIRE	01-Mar-17	CHANDRAVELLI PATEL BYPASS TRUST	\$44,427.00				
WIRE	01-Mar-18	BMW CAPITAL PARTNERS	\$3,000.00				
114711	05-Mar-18	DONALD CRANDALL	\$ 475.00	3617 JUNIPER CREEK RD		MILTON, FL 32570-9603	
ACH	06-Mar-18	Aetna	\$ 26,037.42	Billing Statement Dist	P.O. Box 67103	Harrisburg, PA 17106-7103	
114714	09-Mar-18	American Lending Solutions	\$ 2,455.00	P.O. Box 745182		Atlanta, GA 30374-5182	
114715	09-Mar-18	AMERICAN RECOVERY SPECIALISTS	\$ 1,440.00	P.O. BOX 50077		LIGHTHOUSE POINT FL 33074	
114716	09-Mar-18	AMERICAN RECOVERY SPECIALISTS	\$ 1,600.00	P.O. BOX 50077		LIGHTHOUSE POINT FL 33074	
114717	09-Mar-18	AMERICAN RECOVERY SPECIALISTS	\$ 225.00	P.O. BOX 50077		LIGHTHOUSE POINT FL 33074	
114718	09-Mar-18	American Public Life	\$ 3,342.54	2305 Lakewood Drive		Flowood, MS 39232	
114719	09-Mar-18	BATEMAN GORDON & SANDS, INC	\$ 12,967.00	3050 N Federal Hwy		Lighthouse Point, FL 33064	
114721	09-Mar-18	CITIBUSINESS CARD	\$ 13,086.19	PO BOX 9001037		Louisville, KY 40290-1037	
114722	09-Mar-18	CITY OF PLANTATION UTILITIES	\$ 104.36	400 NW 73rd Avenue		Plantation, FL 33317	
114723	09-Mar-18	CITY OF PLANTATION UTILITIES	\$ 371.90	400 NW 73rd Avenue		Plantation, FL 33317	
114726	09-Mar-18	Experian	\$ 5,500.00	PO BOX 881971		Los Angeles, CA 90088-1971	

114727	09-Mar-18	FALCON INT'L DAYTONA	\$ 2,029.00	728 Fentress Blvd		Daytona Beach, FL 32114
114729	09-Mar-18	FPL	\$ 735.88	GENERAL MAIL FACILITY		MIAMI, FL 33188-0001
114730	09-Mar-18	FPL	\$ 524.23	GENERAL MAIL FACILITY		MIAMI, FL 33188-0001
114734	09-Mar-18	RELIANCE FIELD SERVICES	\$ 210.00	A Division of LMS Group, Inc.	9971 SW 40 Street	MIAMI, FL 33165
114735	09-Mar-18	RouteOne LLC	\$ 1,953.21	16902 Collections Center Drive		Chicago, IL 60693
114736	09-Mar-18	Sand Castle Investments, LLC	\$ 1,485.00	165 Bishops Way, Suite 150		Brookfield, WI 53005
114738	09-Mar-18	SHELL	\$ 545.74	PO BOX 9001015		LOUISVILLE, KY 40290-1015
114739	09-Mar-18	TAG AGENCY OF PINELLAS INC.	\$ 4,412.75	3050 SCHERER DRIVE NORTH	SUITE B	ST. PETERSBURG, FL 33716
114741	12-Mar-18	ELISSA WEISS	\$ 1,250.00	WELLS FARGO	P.O. BOX 3488	PORTLAND, OR 97208
114776	16-Mar-18	Bonial & Associates, P.C.	\$ 4,065.00	Box #224108	7501 Ester Blvd., Suite 190	Irving, TX 75063
114777	16-Mar-18	CBS MARKETING GROUP LLC	\$ 300.00	17701 SW 18TH ST		MIRAMAR, FL 33029
114784	16-Mar-18	GRANT PRINTING	\$ 236.38	6109 PEMBROKE ROAD		HOLLYWOOD, FL 33023
114785	16-Mar-18	Innovis Data Solutions, Inc.	\$ 46.40	P.O. Box 535595		Pittsburgh, PA 15253-5595
114790	16-Mar-18	Pitney Bowes Global	\$ 640.04	Financial Services LLC	P.O. Box 371896	Pittsburgh, PA 15250-7887
114797	16-Mar-18	WESTERN UNION FINANCIAL SVCS.	\$ 1,256.50	P.O. Box 60528		City of Industry, CA 91716
114798	30-Mar-18	FORCE ONE RECOVERY	\$ 3,850.69	4920 SW 104th Avenue		Cooper City, FL 33328
114799	30-Mar-18	Access Point, Inc.	\$ 5,424.76	P.O. Box 382828		Pittsburgh, PA 15251-8828
114800	30-Mar-18	American Lending Solutions	\$ 1,245.00	P.O. Box 745182		Atlanta, GA 30374-5182
114801	30-Mar-18	AMERICAN RECOVERY SPECIALISTS	\$ 2,541.00	P.O. BOX 50077		LIGHTHOUSE POINT FL 33074
114802	30-Mar-18	CEDAR DOCUMENT TECHNOLOGIES	\$ 34,157.73	ONE RAVINIA DRIVE, SUITE 1700		ATLANTA, GA 30346
114803	30-Mar-18	DealerTrack, Inc.	\$ 17,942.30	PO BOX 6129		New York, NY 1024-6129

114804	30-Mar-18	DEFI SOLUTIONS - DE LLC	\$ 11,321.80	PO BOX 675129	DETROIT, MI 48267-5129
114805	30-Mar-18	Digital Recognition Network	\$ 1,750.00	PO Box 45591	San Francisco, CA 94145-0591
114806	30-Mar-18	Dunbar Armored Inc	\$ 877.27	P.O. Box 64115	Baltimore, MD 21264-4115
114807	30-Mar-18	FALCON INT'L DAYTONA	\$ 2,990.00	728 Fentress Blvd	Daytona Beach, FL 32114
114808	30-Mar-18	MICROBILT	\$ 433.90	P.O.BOX 1473	ENGLEWOOD, CO 80150
114809	30-Mar-18	Proshred of South Florida	\$ 560.00	5217 NW 35th Avenue	Fort Lauderdale, FL 33309
114810	30-Mar-18	Recovery Database Network	\$ 450.00	Attn: Accounts Receivable	1620 S. Stapley Dr. Suite 232 Mesa, AZ 85204
114811	30-Mar-18	Sand Castle Investments, LLC	\$ 180.00	165 Bishops Way, Suite 150	Brookfield, WI 53005
114812	30-Mar-18	STORM RECOVERY, LLC	\$ 20,600.00	P.O. BOX 292375	DAVIE, FL 33329-2375
114813	30-Mar-18	TAG AGENCY OF PINELLAS INC.	\$ 4,080.08	3050 SCHERER DRIVE NORTH	ST. PETERSBURG, FL 33716
114814	30-Mar-18	MEGASYS INC *	\$ 3,439.98	500 City Parkway West	Orange, CA 92868

## **EXHIBIT C**

### **DEBTOR'S MOST RECENT MONTHLY OPERATING REPORT**

**[Will be attached to final version of  
Disclosure Statement mailed to all  
creditors and interested parties]**

# **EXHIBIT D**

## **LIST OF CREDITORS**

Summit Financial Corp., 18-13389-BKC-RBR - List of General Unsecured Creditors to be Paid Pursuant to Plan		
Class 3 General Unsecured Creditors:		
Claim #	Name of Creditor	Amount of Claim
2	NEC Financial Services, LLC	\$75,429.00
3	Broward County	\$3,625.65
4	Ronni Wheeler	\$800,000.00
5	Kastenbaum Family Partnership L.P.	\$375,000.00
7	COHEN-ST. CLOUD, LLC	\$2,701,562.50
8	Norman Blomberg and Karen J. Blomberg	\$400,000.00
9	Zafi Gamlieli	\$300,000.00
10	Ilene Garber IRA Mainstar Trust	\$700,000.00
11	Garber Revocable Trust	\$950,000.00
12	Rosalee Bogie-Ventura	\$50,000.00
13	Sharon Bogie	\$60,000.00
15	Norman M. Blomberg	\$400,000.00
17	Dennis Lee Scott	\$1,108,283.66
18	Pensco Trust Company Custodian FBA Warren R Wiebe Jr Trust IRA	\$180,000.00
19	Michael Dittmore And Lynne Dittmore as Trustees Of Dittmore Living Trust	\$400,000.00
64	Warren R Wiebe Jr SEP-IRA	\$740,000.00
21	Warren Richard Wiebe, Jr.	\$300,000.00
22	Warren Richard Wiebe, Jr. Irrevocable Trust dtd 1/27/17	\$400,000.00
23	Experian, Inc.	\$6,516.54
24	Experian, Inc.	\$5,500.00
25	Iles Cooper	\$200,000.00
26	Scott Cooper	\$200,000.00
27	Sandra L. Cole Revocable Trust	\$200,000.00
28	Judith Goldberg	\$300,000.00
29	Max Resnick	\$50,750.00
30	The Arlene G. Fried Revocable Trust	\$1,700,000.00
31	Robyn Weiss Revocable Trust	\$600,000.00
32	William Hyman Family Trust	\$1,200,000.00
33	Jay Shechtman	\$100,000.00
34	Jennifer Friend	\$100,000.00
36	Lola Pasahow Revocable Living Trust	\$100,000.00
37	Rachel Weiss	\$150,000.00
38	Andrew R. Weiss Trust Agreement	\$150,000.00
39	Elissa Weiss	\$125,000.00
40	Sapirstein and Bloch, P.A.	\$1,788.00
41	Sydelle Lazar	\$600,000.00
43	Kenneth Gillman	\$250,000.00
44	Patricia Gillman Revocable Trust - DTD 11/14/2012	\$50,000.00
45	Pensco Trust Company LLC Custodian FBO Robert Hender	\$700,000.00
46	Saul Gitomer	\$409,212.00
47	Sherry K. Seligson	\$60,445.00
49	Robin L. Pekkala	\$300,000.00
51	National Bankruptcy Services, LLC	\$16,276.00
52	Killgore, Pearlman, Semanie, Denius & Squires, P.A	\$6,596.90
53	Scott Wheeler	\$368,859.00
54	David Wheeler	\$1,220,903.00
55	Alvin G. Wheeler	\$6,936,640.00
56	Wheeler Real Estate Enterprises, LLC	\$336,000.00
57	Bonial & Associates, P.C.	\$5,431.00
58	Matthew Gorstein	\$8,700.00
59	SUDHIRA ARGADE	\$745,587.00
60	Vimal Tambay	\$100,000.00
61	MAINSTAR TRUST / FBO SUDHIRA ARGADE IRA	\$170,000.00
62	Jerome Hulak	\$85,000.00
65	Bypass Trust Hasmukh & Chandravalli Patel 05 Rev T	\$735,086.00
66	Rajiv Gudka	\$140,000.00
67	Shil Rajiv Gudka	\$240,000.00
SCH	Alabama Department of Revenue	\$110.00
SCH	Bank of America Corporate Card	\$9,404.79
SCH	BMW Capital, LP	\$300,000.00
SCH	Canteen	\$63.49
SCH	CBS Marketing	\$300.00
SCH	CitiBusiness Card	\$13,086.19
SCH	Elaine J. Beresh Trust	\$150,000.00
SCH	Engel, Hairston & Johanson	\$275.00
SCH	Engel, Hairston & Johanson	\$3,765.71
SCH	Equifax	\$2,747.57
SCH	Equifax	\$8,239.05
SCH	Fedex	\$2,140.87
SCH	Freedom Automotive	\$912.60
SCH	Jean Ruben	\$200,000.00
SCH	Jones, Robin & Robin	\$20.63
SCH	Marsha Baker	\$100,000.00
SCH	Martin M Shenkman Amended and Restated Revocable Living Trust	\$100,000.00

SCH	Mindy Baroff	\$450,000.00	
SCH	Pensco Custodian IRA Alvin G. Wheeler	\$245,000.00	
SCH	Pitney Bowes - Global	\$640.04	
SCH	Rex Meyers	\$600.00	
SCH	Robert Baker	\$100,000.00	
SCH	Robert S. Cohen	\$100,000.00	
SCH	Shell	\$884.64	
SCH	Victor and Roseanna Smith	\$140,000.00	
	<b>Total:</b>	<b>\$30,546,381.83</b>	
Note: SCH are Scheduled Claims (Undisputed/Liquidated/Non-Contingent) for Which Claims Were Not Filed			
<b>Critical Vendors Paid Pursuant to ECF No. 40:</b>			
<b>Claim #</b>	<b>Name of Creditor</b>	<b>Amount of Claim</b>	
SCH	Access Point	\$5,424.76	
SCH	ALS Resolution	\$1,245.00	
SCH	American Recovery Specialists	\$2,541.00	
SCH	Cedar Document Technologies	\$34,157.73	
SCH	DealerTrack	\$17,942.30	
SCH	Defi Solutions	\$11,321.80	
SCH	Digital Recognition Network	\$1,750.00	
1	Dunbar Armored Inc.	\$877.27	
SCH	Falcon International	\$2,990.00	
SCH	Force One Recovery	\$3,850.69	
SCH	Megasys	\$3,439.98	
SCH	Microbilt	\$433.90	
SCH	Proshed Security	\$560.00	
SCH	Recovery Database Network	\$450.00	
SCH	Sand Castle Investments	\$180.00	
SCH	Storm Recovery	\$20,600.00	
SCH	Tag Agency of Pinellas	\$4,080.08	
	<b>Total:</b>	<b>\$111,844.51</b>	
<b>Other Claims Satisfied During Pendency of Case:</b>			
<b>Claim #</b>	<b>Name of Creditor</b>	<b>Amount of Claim</b>	
SCH	Almor Electric	\$171.20	
SCH	Bloodhound Recovery	\$105.00	
SCH	Carfax	\$1,456.00	
SCH	City of Plantation Utilities	\$100.25	
SCH	City of Plantation Utilities	\$365.06	
SCH	CT Corporation	\$509.76	
SCH	Fibernet	\$865.00	
SCH	Florida Power & Light	\$513.09	
SCH	Florida Power & Light	\$687.50	
SCH	Florida Security & Recovery	\$75.00	
SCH	Grant Printing	\$236.38	
SCH	Innovis	\$46.40	
SCH	Jacaranda Professional Park	\$623.09	
SCH	Jacaranda Professional Park	\$976.50	
SCH	Parks & Thompson, Inc.	\$125.73	
SCH	Parks & Thompson, Inc.	\$115.03	
SCH	Paul Revere Life Insurance	\$748.84	
SCH	Prudential	\$1,105.00	
SCH	RouteOne	\$1,953.21	
SCH	RouteOne	\$2,198.49	
SCH	Thomas Cleaning Services	\$1,749.00	
SCH	Transunion	\$526.56	
SCH	Triangle Fire	\$124.60	
SCH	Western Union	\$1,256.50	
	<b>Total:</b>	<b>\$16,633.19</b>	
<b>Secured Creditors:</b>			
<b>Claim #</b>	<b>Name of Creditor</b>	<b>Amount of Claim</b>	
35	Bank of America, N.A.	\$71,128,863.51	
42	BMO Harris Bank N.A.	\$30,483,798.65	
	<b>Total:</b>	<b>\$101,612,662.16</b>	
<b>(Amounts Due as of Petition Date)</b>			

<b>Duplicate Claims and/or Claims Subject to Objection:</b>			
<b>Claim #</b>	<b>Name of Creditor</b>	<b>Amount of Claim</b>	<b>Notes</b>
16	Bank of America, N.A.	\$101,612,662.16	Duplicate of Claim # 35 and 42 (no objection to underlying claims)
6	Internal Revenue Service	\$100.00	Debtor alleges no amounts owed
14	Robert Hendler IRA	\$700,000.00	Replaced by Claim # 45
48	Crowe Horwath LLP	\$79,899.25	Debtor alleges no amounts owed
50	Gregory A Thomas	\$251,599.80	Debtor alleges no amounts owed
63	FedEx Corporate Services Inc.	\$4,207.60	Filed after Claims Bar Date
20	Pensco Trust Company Custodian FBA Warren R Wiebe Jr Trust IRA	\$740,000.00	Replaced by Claim # 64
<b>Total:</b>		<b>\$103,388,468.81</b>	