

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

In re:) **Chapter 11**
)
EDWARD ZAWILLA,) **Case No. 16-06893**
)
) **Hon. Deborah L. Thorne**
)
Debtor.)

**DEBTOR’S FIRST AMENDED COMBINED PLAN OF REORGANIZATION
AND DISCLOSURE STATEMENT DATED JULY 27, 2016**

EDWARD ZAWILLA, debtor and debtor-in-possession herein (“Debtor”), by and through his attorneys, proposes his First Amended Combined Plan of Reorganization and Disclosure Statement (“Plan”) in accordance with §§1121(a) and 1125 of the United States Bankruptcy Code.¹

INTRODUCTION

A. Summary of the Case

On February 29, 2016, the Debtor filed his Voluntary Petition for Relief under Chapter 11 of the United States Bankruptcy Code (the “Petition Date”). Since the Petition Date, the Debtor has managed his financial affairs as the debtor-in-possession pursuant to §§1101 and 1107 of the Bankruptcy Code. No trustee, examiner or Official Committee of Unsecured Creditors has been appointed in the Debtor’s Chapter 11 case.

The Debtor is the proponent of this Plan. The Plan contemplates distribution to the holders of Allowed Claims, as that term is defined herein, by various means, within 48 months from the date of confirmation. The plan contemplates a dividend of 100% payment to all Allowed Claims, and the provision of interest as further explicated below.

The Plan divides all claims against the Debtor into various classes. The table below summarizes the classes of Claims and Interests under this Plan, the treatment of Claims and Interests, and projected sizes and recovery for Holders of Allowed Claims and Interests in such Classes, and the entitlement of Holders of Claims and Interests in such Classes to vote to accept or reject the plan.

B. Summary of Treatment of Allowed Classified Claims

This table omits administrative claims, which will consist of fees payable to the United States Trustee and funds payable to Lakelaw. All other administrative claims will be paid to real

¹ All chapter, section and rule references, unless otherwise noted, are to the Bankruptcy Code, 11 U.S.C. §§101-1532 (“Code”), and the Federal Rules of Bankruptcy Procedure, Rules 1001-9037 (“Rules”).

estate professionals pursuant to 11 U.S.C. 330 at the time of their service on Debtor’s behalf, at the closings of sales of real estate under this plan.

<u>CLASS</u>	<u>CLAIMS INCLUDED IN CLASS</u>	<u>PROPOSED TREATMENT BY PLAN</u>	<u>ESTIMATED CLASS SIZE</u>	<u>PROJECTED RECOVERY</u>	<u>STATUS</u>	<u>VOTING RIGHTS</u>
1.	Secured claims held by Heritage Bank of Schaumburg	Claims to be paid in full by sales of real estate within 120 days, or auction thereafter, and/or direct cash payment	\$1,114,734.90	100%, plus applicable default rate of interest	Impaired	Yes
2	Unsecured claims entitled to priority	Ongoing domestic support obligation to be paid as governed by applicable nonbankruptcy law	\$154,000.00, at payment of \$2,200.00 per month; Debtor is current and to remain current	100%, plus applicable interest	Not impaired	No, presumed to accept plan
3.a	Avoidable secured claim held by Golden Eagle Distribution Corporation	Claim to be paid concurrently and pro rata with class 3.b	\$643,942.16	100%, plus interest at the Applicable Federal Rate	Impaired	Yes
3.b	Allowed unsecured claims	Claims to be paid concurrently and pro rata with class 3.a	\$1,125,619.61	100%, plus interest at the Applicable Federal Rate	Impaired	Yes

The Debtor is proposing to pay classes 3.a and 3.b in full within four years of the Plan Effective Date.

C. Disclosure Statement

This Combined Plan and Disclosure Statement is provided to all of the known holders of Claims against the Debtor who are entitled to vote their acceptance or rejection of the Plan. The

purpose of the disclosures attendant to the Plan is to provide such information as would enable a hypothetical, reasonable investor, typical of the holders of Claims which are impaired under the Plan, to make an informed judgment about the Plan. This disclosure describes why the Debtor sought bankruptcy protection and what he hopes to accomplish through such relief, how the Plan proposes to treat claims of the type you hold, who can vote on or object to the Plan, why the Debtor believes the plan is feasible, and how the treatment of your claim or equity interest under the Plan compares to what you would receive in liquidation, and the effect of confirmation of the Plan.

The information contained in this Plan has been submitted by the Debtor unless specifically stated to be from other sources. No representations concerning the Debtor or this Plan, other than those set forth in this Plan, have been authorized by the Debtor.

Your rights may be affected by this Plan. You should read this Combined Plan and Disclosure Statement carefully and discuss them with your attorney if you have questions or concerns. If you do not have an attorney, you may wish to consult one.

The Debtor believes that all of the information contained in this Plan is accurate. However, the Debtor is unable to warrant that there are no inaccuracies.

Under the Bankruptcy Code, a Class of Claims is considered to have accepted the Plan if it is accepted by both a majority in number and at least two-thirds (2/3) of the dollar amount of those claims actually voting. The Claims of those who do not vote are not counted in determining whether the requisite statutory majority in number and two-thirds dollar amount have voted for acceptance. If the Plan is accepted by the requisite statutory majority in number, and two-thirds dollar amount, that acceptance will bind the minority who dissent, as well as those who fail to vote. The Plan requires that the holders of Claims in Classes 1, 3.a, and 3.b vote on Confirmation of the Plan.

A plan proponent must demonstrate as a condition of confirmation that each impaired Class of Creditors will receive at least as much as it would receive in a Chapter 7 liquidation proceeding. By way of such analysis, the Debtor estimates the aggregate value of his real property, at \$3,009,000.00. He additionally owns approximately \$37,000 in personal property (including a \$15,000 retainer held by Lakelaw, which has not been applied-for yet, which has not yet been expended in full).

Assuming 6% costs of sale for real property, and no costs of sale for personal property, there would be \$2,865,460.00 generated for creditors by a wholesale liquidation of all the Debtor's assets.

A debtor in a liquidation proceeding is entitled to claim exemptions, which protect certain value in various items of property under applicable state and federal law; Debtor avers that he would be entitled to \$15,000.00 to protect his homestead, \$2,400 to protect his automobile, \$1,000.00 to protect his clothing, and \$4,000 in "wildcard" exemption. Accordingly, there would be \$2,843,060 in value available to a liquidating trustee.

Pursuant to 11 U.S.C. 326, the Court may allow a chapter 7 Trustee reasonable compensation for money that is paid to creditors, and not paid to the Debtor, including holders of secured claims. The Court may allow compensation not to exceed 25% on the first \$5,000.00 paid by the Trustee, followed by 10% on the next \$45,000, 5% on the \$950,000.00 thereafter, and 3% of all moneys paid in excess of \$1,000,000.00. Such expenses would be estimated to total \$65,791.80.

Heritage Bank of Schaumburg holds claims securing personal property in the amount of \$1,114,734.90, and unsecured and avoidable claims that the Debtor does not signal to be disputed, contingent, or unliquidated total \$1,769,561.77. In a liquidation, as such, it is estimated that Heritage Bank of Schaumburg would be paid in full, and general unsecured or avoidable creditors would be paid a 93% recovery on their claims.

The Plan contemplates that the Debtor will sell certain pieces of property to pay off claims secured by other property; the Debtor will thereafter submit ongoing income and refinance another piece of property to pay all claims in full.

D. The Debtor

The Debtor is an individual residing in Hoffman Estates, Illinois. For many years, the Debtor operated Wise Equipment & Rentals, Inc., an Illinois corporation ("Wise"), and maintained strong working relationships with his financial professionals. The Debtor's attention to his business and his obligations to creditors had been greatly diverted during his divorce proceeding, and ultimately he was sued by two creditors on promissory notes of Wise that he had personally guaranteed. The Debtor's Chapter 11 case was filed in the Northern District of Illinois, due to the collection activity against both Wise and the Debtor.

The Debtor no longer operates Wise. The Debtor is now an employee of Rose Farm Equipment & Rental ("Rose Farm"), his mother's business. The Debtor takes a salary from Rose Farm of \$3,500.00 per week. He additionally generates income in the net amount of \$14,416.66 per month by renting out two of his properties, i.e., 704 North Rose Farm Road, and 1475 Rodenburg Road. The Debtor acknowledges that the viability of his plan depends on Rose Farm's continued success, and will supplement this combined plan and disclosure statement with financial projections for Rose Farm at the earliest opportunity.

The Debtor owns five pieces of real estate:

- 796 Randi Lane, Hoffman Estates, IL 60169;
- 794 Randi Lane, Hoffman Estates, IL 60169;
- 1 Wise Road, Schaumburg, IL 60193;
- 704 North Rose Farm Road, Woodstock, IL 60098;
- 1475 Rodenburg Road, Schaumburg, IL 60193

All five properties serve as collateral for mortgages held by Heritage Bank of Schaumburg ("Heritage"). Heritage has filed three claims in this case, designated as Claims Nos. 6, 7, and 8 on the Court's claims register, totaling \$1,114,734.90. In Claim 8, which is in the amount of

\$709,992.58, Heritage lists the collateral as all five properties, attaching the relevant mortgages. In Claims 6 and 7, which total \$404,742.32, Heritage lists as collateral all of Debtor's properties except 704 North Rose Farm Road. In addition to Heritage's liens, all five properties are encumbered by identical judgment liens recorded by Golden Eagle Distribution Corporation ("Golden Eagle"), on January 14, 2016 with the Cook County Recorder of Deeds, and on January 20, 2016 with the McHenry County Recorder of Deeds. Golden Eagle's liens, being recorded within 90 days of the Petition Date, are avoidable as preferences under §547 of the Bankruptcy Code. However, for purposes of economy, this Plan does not contemplate the pursuit of such avoidance actions, inasmuch as it proposes full payment to all Claimants, including general unsecured creditors. While any such avoidance actions are not contemplated at this time, they are not waived, and will nonetheless be preserved as part of the Reservation of Causes of Action contained in this Plan.

E. Post-Petition Activities and Summary of Plan

Since the Petition Date, the Debtor has continued to maintain his real estate and operate as a Debtor in Possession. As required, he has maintained a Debtor-in-Possession bank account, which, as of this writing, holds a balance of \$58,679.57.

The Debtor is presently endeavoring to sell two pieces of real estate, i.e., 1 Wise Road, Schaumburg, IL, and 794 Randi Lane, Hoffman Estates, IL. The former is currently listed for sale at \$879,000.00; the value of the latter is subject to ongoing discussion; the Debtor's schedules and above liquidation analysis estimate 794 Randi Lane to have a value of \$210,000.00, but the Debtor is in possession of information indicating it may be as high as \$260,000.00.

The proceeds from the sale of these two properties would be paid to Heritage to satisfy its Allowed Class 1 claims, with any surplus thereafter going to the Holders of Allowed Class 3.a and 3.b Claims. In the event that either 1 Wise Road, Schaumburg, IL and/or 794 Randi Lane, Hoffman Estates, IL are not sold within 180 days after the Effective Date, the unsold property shall be auctioned. In the event that such auction does not generate sufficient Cash to pay Heritage in full, the Debtor shall make direct payment to Heritage in Cash to satisfy its claim.

The Debtor shall continue making court-ordered domestic support payments to Jill Zawilla in accordance with his obligations under nonbankruptcy law.

Beginning on the fifteenth day after the Effective Date of the Plan, the Debtor shall disburse to his Class 3.a and 3.b creditors, pro rata, a total amount no less than \$15,000.00 per month. Within 48 months of the plan Effective Date, the Debtor will sell or refinance 1475 Rodenburg Road (which has an estimated value of \$1.1 million) and pay all proceeds, after the balance, if any, remaining on the Class 1 Claim, to Class 3.a and 3.b creditors, pro rata. In the event that this distribution does not pay all Class 3.a and 3.b Claimants in full, the Debtor shall continue making the \$15,000.00 per month disbursements until all such Claimants are paid in full.

ARTICLE I: DEFINITIONS

The following terms, when used herein, shall have the meaning specified below, unless the context otherwise requires:

1.1 Administrative Claim: “Administrative Claim” shall mean any Claim constituting a cost or expense of administration of Debtor’s Chapter 11 case under §503(b) of the Bankruptcy Code and that is entitled to priority under §507(a) of the Bankruptcy Code, including, without limitation, any actual and necessary expenses of preserving the estate, and all fees and charges assessed against the bankruptcy estate under Chapter 123 of Title 28, United States Code.

1.2 Allowance Date: “Allowance Date” shall mean the date on which a Disputed Claim becomes an Allowed Claim by Final Order.

1.3 Allowed Administrative Claim: “Allowed Administrative Claim” shall mean an Administrative Claim allowed under the Bankruptcy Code.

1.4 Allowed Claim: “Allowed Claim” shall mean any Claim allowable under §502 of the Bankruptcy Code (i) for which a proof of claim was filed on or before any date designated by the Bankruptcy Court as the last date for filing proofs of claim against Debtor, or (ii) which has been or hereafter is listed in Debtor’s bankruptcy Schedules of Assets and Liabilities as liquidated in amount and not disputed or contingent and as to which a proof of claim is not filed and, in case of (i) and (ii) above, as to which no objection to the allowance thereof has been timely filed, or, if an objection has been timely filed, such Claim is allowed by Final Order, or (iii) which is deemed allowed by the terms of the Plan. For purposes of determining the amount of an Allowed Claim there shall be deducted therefrom an amount equal to the amount of any claim which Debtor may hold against the Claimant pursuant to §553 of the Bankruptcy Code. Unless otherwise specified in this Plan, “Allowed Claim” shall not, for the purposes of computation of Distributions under the Plan, include post-petition interest on the amount of such Claim.

1.5 Allowed General Unsecured Claim: “Allowed General Unsecured Claim” shall mean a General Unsecured Claim that is completely resolved and is an Allowed Claim.

1.6 Allowed Interest: “Allowed Interest” shall mean any Interest allowable under §502 of the Bankruptcy Code (i) for which a proof of claim was filed on or before the date designated by the Bankruptcy Court as the last date for filing proofs of claim against Debtor, or (ii) which has been or hereafter is listed in Debtor’s bankruptcy Schedules of Assets and Liabilities as liquidated in amount and not disputed or contingent and as to which a proof of claim is not filed and, in case of (i) and (ii) above, as to which no objection to the allowance thereof has been timely filed, or, if an objection has been timely filed, such Claim is allowed by Final Order, or (iii) which is deemed allowed by the terms of the Plan. For purposes of determining the amount of an Allowed Interest there shall be deducted therefrom an amount equal to the amount of any claim which Debtor may hold against the Claimant pursuant to §553 of the Bankruptcy Code.

1.7 Allowed Priority Tax Claim: “Allowed Priority Tax Claim” shall mean a Priority Tax Claim that is an Allowed Claim.

1.8 Allowed Secured Claim: “Allowed Secured Claim” shall mean a Secured Claim that is an Allowed Claim.

1.9. Applicable Federal Rate: “Applicable Federal Rate” shall mean the Federal short-term rate for the month in which Confirmation occurs, as determined by the Secretary of the Treasury pursuant to 26 U.S.C. §1274(d)(1).

1.10 Bankruptcy Code: “Bankruptcy Code” shall mean Title 11 of the United States Code, Sections 101 et seq., as amended.

1.11 Bankruptcy Court: “Bankruptcy Court” shall mean the United States Bankruptcy Court for the Northern District of Illinois, Eastern Division.

1.12 Bankruptcy Rules: “Bankruptcy Rules” shall mean the Federal Rules of Bankruptcy Procedure.

1.13 Cash: The term “Cash” shall mean legal tender of the United States of America, which may be conveyed by check or wire transfer.

1.14 Chapter 11: “Chapter 11” shall mean Chapter 11 of the Bankruptcy Code.

1.15 Claim: “Claim” shall have the meaning set forth in §101(5) of the Bankruptcy Code.

1.16 Class: “Class” shall mean a category of holders of Claims or Interests as set forth in Article II of the Plan.

1.17 Confirmation: “Confirmation” shall mean the entry by the Bankruptcy Court of a Final Order confirming the Plan in accordance with the provisions of Chapter 11 of the Bankruptcy Code.

1.18 Debtor: “Debtor” shall mean Edward Zawilla.

1.19 Debtor’s Estate: “Debtor’s Estate” shall mean the Debtor’s “property of the estate” as defined in §541 of the Bankruptcy Code.

1.20 Debtor in Possession: “Debtor in Possession” shall mean Edward Zawilla.

1.21 Disclosure Statement: “Disclosure Statement” shall mean the Disclosure Statement portion of this Plan.

1.22 DSO Claim: “DSO Claim” shall mean a domestic support obligation entitled to priority under §501(a)(1) of the Bankruptcy Code.

1.23 Effective Date: “Effective Date” shall mean the date thirty (30) calendar days following the date on which the Order confirming this Plan becomes a Final Order (as defined herein).

1.24 Final Net Proceeds of Sale of Real Estate: “Final Net Proceeds of Sale of Real Estate” shall mean any proceeds from sale of Real Estate after application of Net Proceeds of Sale of Unencumbered Real Estate or Net Proceeds of Sale of Encumbered Real Estate, as the case may be.

1.25 Final Order: “Final Order” shall mean (i) an order or a judgment that has not been reversed, stayed, modified or amended, and as to which the time to appeal or seek reargument, reconsideration or rehearing has expired and has not been extended and as to which no appeal, petition for certiorari, reargument, reconsideration or rehearing is pending, or (ii) an order or a judgment for which an appeal, reargument, reconsideration, rehearing or certiorari has been sought, and as to which the order or judgment has been affirmed or the request for reargument, reconsideration, rehearing or certiorari has been denied, and the time to take any further appeal, reargument, reconsideration, rehearing or certiorari has expired, so that in the event of either (i) or (ii), such order or judgment shall have become final and non-appealable in accordance with applicable law.

1.26 General Unsecured Claim: “General Unsecured Claim” shall mean any Claim that is not an Administrative Claim, Tax Claim, Other Priority Claim or Secured Claim.

1.27 Governmental Unit: “Governmental Unit” shall have the same meaning as set forth in §101(27) of the Bankruptcy Code.

1.28 Interest: “Interest” shall mean any equity interest held by any shareholder of the Debtor.

1.29 Lien: “Lien” shall have the same meaning as set forth in §101(37) of the Bankruptcy Code.

1.30 Month: “Month” shall mean a calendar month, including the month in which a date or event occurs.

1.31 Net Proceeds of Sale of Real Estate: “Net Proceeds of Sale of Real Estate” shall mean an amount equal to the difference between (1) the gross proceeds from the sale of such Real Estate minus (2) the sum of (a) an amount sufficient to pay in full the Allowed Secured Claim associated with such Real Estate, including postpetition interest at the note rate; (b) an amount sufficient to pay brokers’ commission, closing costs, and special real estate counsel fees with respect to such sale, and (c) income taxes associated with the sale of such Real Estate.

1.32 Other Priority Claims: “Other Priority Claims” shall mean any Claim that is entitled to priority under §507(a) of the Bankruptcy Code, other than Administrative Claims, DSO Claims or Tax Claims. There are no Other Priority Claims in this case.

1.34 Plan: “Plan” shall mean this Combined Plan and Disclosure Statement including any amendments or modifications thereto and any and all exhibits attached hereto.

1.35 Plan Period: “Plan Period” shall mean the forty-eight month duration of the Plan, beginning on the Effective Date of the Plan.

1.36 Primary Residence: “Primary Residence” shall mean the Debtor’s residence located at 796 Randi Lane, Hoffman Estates, IL 60169.

1.37 Pro-rata: “Pro-rata” shall mean, with respect to any distribution on account of any claim or matter, in the same proportion as the amount of such claim or matter bears to the aggregate amount of all claims or matters of its class or affiliated classes.

1.38 Real Estate: “Real Estate” shall mean, collectively or individually, the Debtor’s following properties:

- 796 Randi Lane, Hoffman Estates, IL 60169;
- 794 Randi Lane, Hoffman Estates, IL 60169;
- 1 Wise Road, Schaumburg, IL 60193;
- 704 North Rose Farm Road, Woodstock, IL 60098;
- 1475 Rodenburg Road, Schaumburg, IL 60193

1.39 Secured Claim: “Secured Claim” shall mean the portion of any Claim, determined in accordance with §506(a) of the Bankruptcy Code, as of the date of Confirmation, which is (a) secured by a valid, perfected and unavoidable lien on property, arising by contract, operation of law, or otherwise, to the extent of the value of the creditor’s interest in the Debtor’s interest in such property or (b) subject to offset.

1.40 Security Interest: “Security Interest” shall have the meaning set forth in §101(51) of the Bankruptcy Code.

1.41 Tax Claim: “Tax Claim” shall mean any Claim of a governmental unit of the kind specified in §§502(i) and 507(a)(8) of the Bankruptcy Code.

1.42 Unsecured Claim: “Unsecured Claim” shall mean any Claim that is not an Administrative Claim, Tax Claim, DSO Claim, Other Priority Claim, or Secured Claim.

Unless otherwise defined, the words and phrases used in this Plan shall have the meanings ascribed to them in the Bankruptcy Code and in the Bankruptcy Rules.

ARTICLE II: CLASSIFICATION OF CLAIMS AND INTERESTS

The following is a designation of the Classes of Claims and Interests established under the Plan. A Claim or Interest shall be deemed classified in a particular Class only to the extent that the Claim or Interest qualifies within the description of the Class and shall be deemed classified in a different Class to the extent that any remainder of the Claim or Interest qualifies within the

description of such different Class. In accordance with §1123(a)(1) of the Bankruptcy Code, Administrative Claims and Tax Claims have not been classified.

A. Unclassified Claims

2.1 Administrative Claims: Administrative Claims shall consist of Allowed Claims for Administrative Expenses. The Debtor anticipates that Administrative Claims, other than those debts which he may incur in the ordinary course of his daily affairs, would be to the professionals employed pursuant to Court order to represent the Debtor as §327(a) counsel in connection with this bankruptcy case, Law Offices of David P. Leibowitz, LLC d/b/a Lakelaw (“Lakelaw”), and Brokers retained by Debtor as well as cooperating brokers if any (collectively, “Broker”), retained as §327(a) professionals to market and sell any of Debtor’s property.

2.2 Tax Claims: The Tax Claims of the Internal Revenue Service (“IRS”), the Illinois Department of Revenue (“IDOR”) and any other federal, state or local taxing authority which are entitled to an Allowed Priority Tax Claim in this case shall receive priority under §§502(i) and 507(a)(8) of the Bankruptcy Code. no such debts are anticipated, and the IRS has already filed a Proof of Claim acknowledging that no debt is owed.

B. Classified Claims

2.3 Class 1: The Allowed Secured Claims of Heritage Bank of Schaumburg.

2.3 Class 2: The Allowed DSO Claim of Jill Zawilla.

2.4 Class 3.a: The Allowed Claim of Golden Eagle Distributing Corporation, designated as Claim 10 on the Court’s claims register in this case.

2.5 Class 3.b: The Allowed Claims of General Unsecured Creditors.

ARTICLE III **TREATMENT OF ADMINISTRATIVE EXPENSE CLAIMS, U.S. TRUSTEES FEES, PROFESSIONAL FEE CLAIMS, AND ALLOWED PRIORITY TAX CLAIMS**

3.1 Unclassified Claims. Under §1123(a)(1), administrative expense claims and priority tax claims are not classified in the Plan.

3.2 Administrative Claims. Except as otherwise provided herein, holders of Allowed Administrative Claims shall be paid in cash in accordance with §1129(a)(9)(A) of the Bankruptcy Code as follows, unless the holder of an Administrative Claim agrees to a different treatment:

Each holder of an Administrative Claim of the kinds specified in §507(a)(2) of the Bankruptcy Code will receive on account of such Claim, cash equal to the allowed amount of such Claim, within thirty (30) days of the Effective Date, except that post-petition trade creditors of the Debtor will be paid according to the terms under which the debt was incurred; provided, however, that all Administrative Claims

with respect to the payment of any professional persons shall remain subject to and be paid in accordance with any Final Order of the Bankruptcy Court.

Lakelaw shall be authorized to file an application for interim (if any) and/or final compensation after the confirmation of this Plan, but prior to the closing of this case. To the extent any additional professionals are retained after the filing of this Plan, such professionals shall be able to file an application for interim and/or final compensation after the confirmation of this Plan, but prior to the closing of this case.

Lakelaw holds a \$15,000.00 retainer from the Debtor, which has not been exhausted as of July 27, 2016.

3.3 Tax Claims: Holders of Allowed Priority Tax Claims shall be paid the full amount of their Allowed Claims in cash, plus interest at the statutory rate² from the Petition Date, within one year after the Effective Date, in compliance with the requirements of 11 U.S.C. §1129(a)(9)(C) of the Bankruptcy Code, from Net Proceeds of Sale of Real Estate after Allowed Administrative Claims shall have been paid in full. Debtor believes there are no Tax Claims in this case.

ARTICLE IV: PROVISIONS FOR TREATMENT OF ALLOWED CLAIMS AND INTERESTS

4.1 Claims and interests shall be treated as follows under this Plan.

Class 1:

- (a) Description.** Class 1 consists of the Secured Claims held by Heritage Bank of Schaumburg.
- (b) Treatment.** The Allowed Claims within Class 1 shall be completely and fully satisfied by the payment of Cash in the allowed amount of their claims, plus interest at the default note rate, by the sale of real property and/or by direct payment.
- (c) Impairment.** The Class 1 claims are impaired and entitled to vote to accept or reject the Plan.
- (d) Means of implementation.** The Debtor shall, within 120 days after the Effective Date (the "Initial Sale Period"), have sold the real property located at 1 Wise Road, Schaumburg, IL, and 794 Randi Lane, Hoffman Estates, IL. In the event that either property fails to sell during the Initial Sale Period, the

² The statutory rate shall be the "underpayment rate" established pursuant to 26 U.S.C §6621 for the calendar month in which the plan is confirmed, compounded daily pursuant to 26 U.S.C. §6622. (See §511 of the Bankruptcy Code, requiring the rate (for taxes) as determined under applicable nonbankruptcy law, as of the calendar month in which the plan is confirmed.)

Debtor shall allow such property to be auctioned off by a professional of the Debtor's choosing, and such auction shall be conducted within the 90-day period following the Initial Sale Period. In the event that such auction does not provide sufficient cash to pay the Class 1 claims in full, the Debtor shall tender payment, in cash, to do so. Any such payment in cash shall not be drawn from, or diminish, the \$15,000.00 per month being paid to holders of Class 3.a and Class 3.b Claims.

Class 2:

- (a) **Description.** Class 2 consists of the Allowed DSO Claim of Jill Zawilla, pursuant to Order of the Circuit Court of Cook County entered in *Zawilla v. Zawilla*, 14-D-001781.
- (b) **Treatment.** The Allowed DSO Claim in Class 2 shall be paid in compliance with the Order of the Circuit Court of Cook County entered in *Zawilla v. Zawilla*, 14-D-001781.
- (c) **Impairment.** The Class 2 claim is not impaired and accordingly not entitled to vote to accept or reject the Plan.
- (d) **Means of implementation.** Payment to Class 2 shall be in cash, by way of the Debtor's ongoing income. The Debtor is current on such obligation at this time.

Class 3.a:

- (a) **Description.** Class 3.a consists of the Allowed Claim of Golden Eagle Distribution Corporation.
- (b) **Treatment.** Beginning on the fifteenth day following the Plan Effective Date, the Debtor shall pay no less than \$15,000 per month, pro rata, to all Class 3.a and 3.b Claimants. The Allowed Claim in Class 3.a shall be completely and fully satisfied by the payment of Cash in the allowed amount of its claim, plus interest at the Applicable Federal Rate from the Petition Date, by payment of its pro rata share of any surplus, following the full satisfaction of Class 1, from the sales of 1 Wise Road and 794 Randi Lane, by payment of its pro rata share of the \$15,000.00 per month payments, and by payment of its pro rata share of the proceeds from the sale or refinance of 1475 Rodenburg Road.
- (c) **Impairment.** The Class 3.a claim is impaired and accordingly entitled to vote to accept or reject the Plan.
- (d) **Means of implementation.** Payment to Class 3.a shall consist of its pro rata share of any surplus following the full satisfaction of Claim 1 from the sales of 1 Wise Road, Schaumburg, IL, and 794 Randi Lane, Hoffman Estates, IL, its pro rata share of the \$15,000.00 per month payments, and its pro rata share of

proceeds from the sale or refinance of 1475 Rodenburg Road. Within 48 months of the Effective Date, the Debtor shall sell or refinance, as necessary, the property located at 1475 Rodenburg Road, Schaumburg, IL. In the event that the property is not sold or refinanced within 48 months of the Effective Date, the Debtor shall allow such property, and 796 Randi Lane, Hoffman Estates, IL to be auctioned off by a professional of the Debtor's choosing, and such auction shall be conducted within the 90-day period following the 48th payment.

Class 3.b:

- (a) **Description.** Class 3.b consists of the Allowed General Unsecured Claims.
- (b) **Treatment.** Beginning on the fifteenth day following the Plan Effective Date, the Debtor shall pay no less than \$15,000 per month, pro rata, to all Class 3.a and 3.b Claimants. The Allowed Claims in Class 3.b shall be completely and fully satisfied by the payment of Cash in the allowed amount of those claims, plus interest at the Applicable Federal Rate from the Petition Date, by payment of their pro rata shares of any surplus, following the full satisfaction of Class 1, from the sales of 1 Wise Road, Schaumburg, IL and 794 Randi Lane, Hoffman Estates, IL, by payment of their pro rata shares of the \$15,000.00 per month payments, and by payment of their pro rata shares of the proceeds from the sale or refinance of 1475 Rodenburg Road.
- (c) **Impairment.** The Class 3.b claims are impaired and accordingly entitled to vote to accept or reject the Plan.
- (d) **Means of implementation.** Payments to Class 3.b shall consist of their pro rata share of any surplus following the full satisfaction of Claim 1 from the sales of 1 Wise Road, Schaumburg, IL, and 794 Randi Lane, Hoffman Estates, IL, their pro rata shares of the \$15,000.00 per month payments, and their pro rata shares of proceeds from the sale or refinance of 1475 Rodenburg Road. Within 48 months of the Effective Date, the Debtor shall sell or refinance, as necessary, the property located at 1475 Rodenburg Road, Schaumburg, IL. In the event that the property is not sold or refinanced within 48 months of the Effective Date, the Debtor shall allow such property, and 796 Randi Lane, Hoffman Estates, IL to be auctioned off by a professional of the Debtor's choosing, and such auction shall be conducted within the 90-day period following the 48th payment.

4.2 Equity Interests. The Debtor is an individual and there is equity in the Debtor's Real Estate, among other assets. The Debtor will retain property under the Plan. The Debtor will retain property after creditors are satisfied in full pursuant to the treatment set forth in the Plan.

4.3 Proration of Class 3.a and 3.b claims. As the Debtor will be paying \$15,000.00 per month to those claimants beginning on the fifteenth day after the plan effective date, the Debtor seeks to clarify, based on available information, how much such creditors will get. With the

exception of Heritage Bank of Schaumburg and Jill Zawilla, *all creditors to be paid under the Plan are on this list, and this list should be consulted to determine how much you will be paid monthly until paid in full by proceeds of sale or auction of property, as discussed above:*

CREDITOR	AMOUNT OF CLAIM	MONTHLY DISTRIBUTION	SOURCE OF CLAIM
Golden Eagle Distrib. Corp.	\$643,972.16	\$5,457.77	Claims register, claim 10
Alexian Brothers Medical Center	\$240.48	\$2.07	Schedule E/F
Bank of America	\$32,318.05	\$273.97	Schedule E/F
Barrington Orthopedic Spec. Ltd.	\$1,121.58	\$9.53	Schedule E/F
Capital One Bank (USA), N.A.	\$34,342.39	\$291.13	Claims register, claim 4
Capitol One Card Services	\$4,228.74	\$35.87	Schedule E/F
Chase Card Services	\$100,229.82	\$849.65	Schedule E/F
Cummins NPower LLC	\$59,876.78	\$507.59	Schedule E/F
Commonwealth Edison Company	\$2,572.13	\$21.83	Claims register, claim 5
Discover Bank	\$9,003.67	\$76.35	Claims register, claim 2
Kount, Inc.	\$3,500.00	\$29.69	Claims register, claim 3
Mastercard Black Card Card Services	\$868.28	\$7.39	Schedule E/F
Minuteclinic Diagnostic of IL	\$144.99	\$1.33	Schedule E/F
Nobel Equipment & Supplies	\$17,400.00	\$147.52	Claims register, claim 9
Northwest Health Care	\$1,976.05	\$16.78	Schedule E/F
Sears/CBNA	\$8,633.88	\$73.22	Schedule E/F
Transnational Bankcard LLC	\$502,108.37	\$4,256.24	Schedule E/F
Wells Fargo Comm. Distrib. Finance	\$308,581.10	\$2,615.77	Claims register, claim 11
Winco, Inc.	\$38,473.30	\$326.15	Schedule E/F

ARTICLE V: IMPLEMENTATION OF PLAN

5.1 Upon Confirmation, the Debtor shall be revested with his assets, subject only to the terms and conditions of this Plan. The Debtor shall be entitled to continue to operate and manage his business and financial affairs in the ordinary course without further order of this Court, except as hereinafter set forth.

5.2 Upon Confirmation, an injunction shall arise to prevent any party from foreclosing its Lien or Security Interest in any assets of the Debtor or otherwise enforcing Claims against the Debtor and his assets except in a manner provided for under the terms and conditions of this Plan. This injunction shall remain in effect to prevent said actions until all distributions have been made in accordance with the terms and conditions of the Plan.

5.3 After Confirmation of the Plan, the Debtor will continue to manage his financial affairs.

5.4 The Debtor will have the right to make any distribution to creditors earlier than required by the Plan, without penalty, according to the priorities set forth herein and under the Bankruptcy Code.

5.5 Disbursing Agent. The Debtor shall be the disbursing agent charged with making the payments required under the Plan.

5.6 Self-executing plan. The Plan is self-executing. The Debtor shall not be required to execute any newly created documents to evidence the Claims, Liens or terms of repayment to the holder of any Allowed Claim. The terms of this Plan will exclusively govern payments to creditors and any other rights of creditors as against the Debtor and his property. Furthermore, upon the completion of the payments required under this Plan to the holders of Allowed Claims, such Claims, and any Liens and Security Interests that may support such Claims, shall be deemed released and discharged.

5.7 Reservation of avoidance claims. The Debtor shall have the right, power and authority after Confirmation to commence any preference, fraudulent conveyance or other litigation he deems appropriate. The Bankruptcy Court shall retain jurisdiction for such litigation.

5.8 Section 1146(a) Exemption. Pursuant to §1146(a) of the Bankruptcy Code, the issuance, transfer, or exchange of any security under the Plan, or the making, delivery, or recording of an instrument of transfer in connection with the sale transactions contemplated by the Plan shall not be taxed under any law imposing a stamp or similar tax, including but not limited to any documentary stamp taxes or intangible taxes, whether on any deed, leasehold, assignment, promissory note, security agreement or mortgage.

5.9 Plan and Confirmation Order Recordable. The Debtor, as the Disbursing Agent, may record a copy of this Plan and/or any amendment or modification thereof, together with the Confirmation Order and/or any order approving a Plan modification, in all jurisdictions in which the Debtor owns real and/or personal property.

ARTICLE VI: EXECUTORY CONTRACTS

6.1 Unless otherwise expressly provided in this Plan, all executory contracts and unexpired leases which exist between the Debtor and any other party, whether such executory contract be in writing or oral, which has not been previously assumed, assigned, rejected or otherwise terminated by the Debtor, shall be deemed assumed upon Confirmation of this Plan pursuant to §§365 and 1123(b)(2) of the Bankruptcy Code.

6.2 Any and all Claims asserted by any party arising from the rejection of executory contracts and unexpired leases pursuant to this Plan must be filed on or within thirty (30) days following Confirmation of the Plan.³ Further, with respect to Claims for default relating to any unexpired lease or executory contract that is deemed assumed pursuant to the Plan, any and all such Claims must also be filed on or within thirty (30) days following the assumption. Allowed Claims emanating from the rejection of unexpired leases and executory contracts will be treated as Class 3.b Claims. Allowed Claims for default emanating from the assumption of unexpired leases and executory contracts will be treated as Administrative Claims. Any person failing to file such a Claim within the time provided herein shall be forever barred from asserting such Claim and shall not receive any distribution under this Plan.

6.3 The provisions set forth herein shall be equally applicable to executory contracts and unexpired leases of real and personal property.

ARTICLE VII: BANKRUPTCY COURT'S RETENTION OF JURISDICTION

7.1 The Bankruptcy Court shall retain jurisdiction after Confirmation to: (i) consider applications for fees and allowance for professional persons; (ii) supervise the implementation of this Plan; (iii) consider objections to Claims against the Debtor and Debtor's Estate; (iv) hear and conclude all adversary proceedings or contested matters; (v) resolve disputes regarding interpretation of this Plan; (vi) allow Administrative Claims, including reviewing and approving any and all fee applications filed by professionals for the Debtor and/or the Debtor's Estate; (vii) enter Orders to further consummation of the Plan; (viii) approve modification of the Plan upon motions brought before the Bankruptcy Court in accordance with §1127 of the Bankruptcy Code; (ix) consider all applications and matters pending before the Bankruptcy Court on the date of Confirmation; (x) enter any order, including injunctions necessary to enforce title, rights and powers of the Debtor, and to impose such limitations, restrictions, terms and conditions of such title, rights and powers as the Bankruptcy Court may deem necessary; (xi) enforce terms of the Plan; (xii) hear and conclude all matters brought by the Debtor under Article V, VI, VIII, and XII; and (xiii) enter an order of discharge upon completion of the terms of the Plan, and otherwise enter orders concluding, closing or terminating the Debtor's Chapter 11 case.

³ The Debtor is unaware of any possible claims arising from the rejection of executory contracts or unexpired leases.

ARTICLE VIII: INVALIDATION OF LIENS, DISCHARGE AND INJUNCTION

8.1 Invalidation of Liens. The provisions of the confirmed Plan shall bind all creditors and other parties in interest, whether or not such persons accept the Plan. The distributions provided under the Plan shall be in exchange for and in complete satisfaction and release of all Liens, Security Interests and Claims against the Debtor and any of the assets or properties of Debtor's Estate. Unless otherwise specifically provided to the contrary herein or in the Confirmation Order, on and after Confirmation, all holders of Claims shall be precluded from asserting any Lien, Security Interest or Claim against the Debtor.

8.2 Discharge of Debtor. The rights afforded herein and the treatment of all Claims and Interests herein shall be in exchange for and in complete satisfaction, discharge and release of Claims and Interests of any nature whatsoever, including any interest accrued on such Claims from and after the Petition Date, against the Debtor and the Debtor in Possession, the Estate, or any of the assets or properties of the estate. Except as otherwise provided in the Plan, upon completion of all payments under the Plan and entry of an order, after notice and hearing, granting the Debtor a discharge, (i) all existing Claims against and Equity Interests in the Debtor shall be satisfied, discharged and released in full, and (ii) all persons shall be precluded and enjoined from asserting against the Reorganized Debtor, her successors, or her assets or properties any other or further Claims or Interests based upon any act or omission, transaction or other activity of any kind or nature that occurred prior to the Confirmation Date, whether or not such holder has filed a proof of claim or proof of equity interest and whether or not such holder has voted to accept or reject the Plan. Notwithstanding the foregoing, nothing in the Plan shall release, discharge, enjoin or preclude any Claim that has not arisen as of the Effective Date that any governmental unit may have against the Debtor and nothing in the Plan shall release, nullify or enjoin the enforcement of any liability to a governmental unit under environmental statutes or regulations that any entity would be subject to as the owner or operator of property after the date of entry of the Confirmation Order.

8.3 Compromise and Settlement. The Plan, and the provisions and distributions set forth herein, is a full and final settlement and compromise of all Claims and causes of action, whether known or unknown, that holders of Claims against and Interests in the Debtor may have against the Debtor.

8.4 Injunction. As of the Effective Date, all persons or entities who have held, hold or may hold Claims shall be enjoined from taking any of the following actions against the Debtor or his properties (other than actions brought to enforce any rights or obligations under the Plan or appeals, if any, from the Confirmation Order) (i) commencing, conducting, continuing in any manner, directly or indirectly, any suit, action or other proceeding of any kind against the Debtor or the Debtor's estate, or any direct or indirect successor in interest to the estate, or any assets or properties of any such transferee or successor; (ii) enforcing, levying, attaching, collecting or otherwise recovering by any manner or means whether directly or indirectly any judgment, award, decree or order against the Debtor's property or any direct or indirect successor in interest to the property, or any assets or properties of any such transferee or successor; (iii) creating, perfecting or otherwise enforcing in any manner, directly or indirectly, any encumbrance of any kind against the Debtor's property or any

direct or indirect successor in interest to the estate, or any assets or properties of any such transferee or successor, other than as contemplated by the Plan; (iv) asserting any set off, right of subrogation or recoupment of any kind, directly or indirectly against any obligation due the Debtor or the Estate, or any direct or indirect transferee of any assets or property of, or successor in interest to the estate; and (v) proceeding in any manner in any place whatsoever that does not conform or comply with the provisions of the Plan.

Upon the entry of a Confirmation Order with respect to the Plan, all holders of Claims and Interests and other parties in interest, 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 IX: INTEREST AND PENALTIES

9.1 Except as otherwise provided herein, or required by the Bankruptcy Code, no interest or penalties accruing on or after February 29, 2016, shall be paid on any Allowed Claim; nor shall any creditor claiming any such interest or penalty be entitled, except as otherwise provided herein, to have its Claim for interest or penalty allowed for payment pursuant to the Plan.

ARTICLE X: CONFIRMATION OF PLAN UNDER §1129(b) OF THE BANKRUPTCY CODE

10.1 If any Class of Claims entitled to vote fails to accept the Plan by the requisite majorities in number and amount required by § 1126 of the Bankruptcy Code, the Debtor reserves the right, pursuant to §1129(b) of the Bankruptcy Code, to request the Bankruptcy Court to confirm the Plan if all applicable requirements of §1129(a) of the Bankruptcy Code, other than §1129(a)(8), are met. Provisions of §1129(b) of the Bankruptcy Code may be invoked at the request of the Debtor at the Confirmation Hearing, and such request may be made orally. The Plan Proponent reserves the right to modify or vary the terms of the Plan or the treatment of Claims or Interests of those Classes that rejected the Plan so as to comply with the requirements of §1129(b).

ARTICLE XI: DISTRIBUTIONS ON OR AFTER THE EFFECTIVE DATE AND UNCLAIMED PROPERTY

11.1 **Place and Manner of Payments or Distributions.** Distributions by the Disbursing Agent shall be delivered by either (i) mail to the Claimant at the address of such Claimant as listed in the Schedules of Assets and Liabilities, or, if applicable, as listed on any proof of claim filed by the Claimant, or (ii) by mail to such other address that such Claimant shall have specified for payment purposes in a written notice to the Disbursing Agent.

11.2 **Undeliverable Distributions.** If a Distribution to any Claimant is returned as undeliverable, the Disbursing Agent shall use reasonable efforts to determine such Claimant's current address, and no further Distributions shall be made to such Claimant unless and until the Disbursing Agent is notified of such Claimant's current address.

11.3 Treatment of Unclaimed or Undeliverable Distributions. If any Claimant entitled to Distributions from the Plan cannot be located after reasonable efforts, then such Distribution shall be returned to the Debtor.

11.4 Unclaimed Property. In the event that any distribution made to a claimant by the Debtor under this Plan remains unclaimed (i.e., the Disbursing Agent's initial check to the claimant is not returned as undeliverable but is not deposited and cleared from the Debtor's account) within ninety (90) days after such distribution is made (the date of the Disbursing Agent's check to the claimant), this distribution shall become property of the Debtor. Once the distribution is recouped by the Debtor, the claimant shall forfeit any and all legal and equitable right to such distribution and the proceeds thereof.

ARTICLE XII: OBJECTIONS TO CLAIMS

12.1 Deadline to Object to Claims. The Deadline to object to claims shall be on or before forty-five (45) days following the entry of an order confirming the Plan or some other date as established by order of the Bankruptcy Court.

12.2 Distributions on Allowed Claims Only. Distributions by the Disbursing Agent shall be made only to the holders of Allowed Claims. Until a Disputed Claim becomes an Allowed Claim, the holder of that Disputed Claim shall not receive the Distribution otherwise provided under the Plan.

12.3 Reserve. The Disbursing Agent shall make the Distributions to Allowed Claims and maintain a Disputed Claims Reserve on account of the Distributions for Disputed Claimants in the amount that claimants would receive if the amount of all Claims were allowed. In the event that a Disputed Claim becomes an Allowed Claim, then the Disbursing Agent shall make a distribution calculated based on the amount of the Allowed Claim. Upon resolution of all Disputed Claims, the Disbursing Agent shall disburse any remaining reserves pursuant to the terms of the Plan.

12.4 Post-Confirmation Resolution of Claims Objections. Following confirmation of the Plan, the Debtor, individually, shall be the only party with standing to prosecute and litigate claims objections, and shall have sole authority to settle, dismiss, or otherwise litigate objections to claims.

ARTICLE XIII: RETENTION OF CAUSES OF ACTION

13.1 The Debtor shall retain any and all claims and causes of action he has against third parties. Such claims and causes of action shall survive and be unaffected by Confirmation of this Plan. Any funds realized from such retained claims and causes of action shall be property of the Debtor and may be used to make the payments to the holders of Allowed Claims pursuant to the Plan.

ARTICLE XIV: GENERAL PROVISIONS

14.1 Notices. Whenever the Plan requires notice to be given, such notice shall be given to the following parties at their respective addresses unless a prior notice of change of address has been served indicating a new address:

**Debtor, Reorganized Debtor,
and Disbursing Agent:**

David P. Leibowitz, Esq.
Lakelaw
53 W. Jackson Boulevard
Suite 1610
Chicago, IL 60604
Facsimile: (847) 249-9180
Email: dleibowitz@lakelaw.com

14.2 Rules of Construction. Unless otherwise specified herein or the context clearly indicates otherwise, the rules of construction applicable to the Bankruptcy Code and the Bankruptcy Rules are applicable to this Plan.

14.2 Definitions. A term used in the Plan that is not defined in the Plan but that is used in the Bankruptcy Code or the Bankruptcy Rules has the meaning assigned to that term in the Bankruptcy Code or the Bankruptcy Rules.

14.3 Amendment and Modification. The Debtor may alter, amend or modify the Plan before or after Confirmation in accordance with the applicable provisions of the Bankruptcy Code.

14.4 Severability. Should any provision of this Plan be determined to be unenforceable, such determination shall not impair, limit or otherwise affect the enforceability of any other provision of this Plan.

14.5 Successors and Assigns. The rights and obligations of any person or entity referred to in this Plan shall be binding upon, and shall inure to the benefit of the successors and assigns of any such person or entity.

14.6 Headings. The headings of Articles, Paragraphs and Sections of this Plan are inserted for convenience only and shall not affect the interpretation thereof.

14.7 Effect of Appeals. Unless the Confirmation Order is stayed pending appeal, the Debtor may consummate this Plan notwithstanding the pendency of an appeal from the Confirmation Order, or the timely service or the filing of a Motion under Bankruptcy Rules 7052, 8002(b), 8002(c), 8003, 8015, 9023, or 9024.

14.8 Computation of Time. Unless expressly provided otherwise in this Plan, in computing any period of time prescribed or allowed by this Plan, the provisions of Rule 9006(a) of the Bankruptcy Rules shall apply. *Time is of the essence in this Plan.*

14.9 Insurance Preservation. Nothing in the Plan, including any releases, shall diminish or impair the enforceability of any policies of insurance that may cover any claims against the Debtor or any other person.

14.10 Terms Binding. On the Effective Date, all provisions of the Plan, including all agreements, instruments and other documents filed in accordance with the Plan and executed by the Debtor in connection with the Plan, shall be binding upon the Debtor, all creditors and all other entities that are affected in any manner by the Plan. All agreements, instruments and other documents filed in connection with the Plan shall have full force and effect, and shall bind all parties thereto as of Confirmation.

14.11 Compliance with Applicable Law. It is intended that the provisions of the Plan (including implementation thereof) shall be in compliance with all applicable laws and any rules and regulations promulgated thereunder. If the Debtor concludes that the Plan may not comply with applicable law, then in such event the Debtor intends to amend the Plan in such respects as she deems necessary to bring the Plan into compliance therewith.

ARTICLE XV: SUBSTANTIAL CONSUMMATION

15.1 Substantial Consummation. The Plan shall be deemed substantially consummated immediately on the completion of all material actions required to be undertaken at the Effective Date.

15.2 Notice of Effective Date. Promptly after occurrence of the Effective Date, Disbursing Agent shall file with the clerk of the Bankruptcy Court a notice that the Plan has become effective; provided, however, that the failure to file such notice shall not affect the effectiveness of the Plan or the rights or obligations of any entity hereunder.

15.3 Final Decree. After the Effective Date, the Disbursing Agent may move for a final decree closing the case and requesting such other orders as may be necessary and appropriate.

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July 27, 2016

Respectfully submitted,

**Edward Zawilla,
Debtor and Debtor-in-Possession**

By: /s/ David P. Leibowitz
One of his attorneys

And: /s/ Justin R. Storer
One of his attorneys

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