

**United States Bankruptcy Court  
District of Massachusetts**

In re 1631 Hyde Park Avenue, LLC

Debtor(s)

Case No. 17-13308

Chapter 11

Small Business Case under Chapter 11

**1631 HYDE PARK AVENUE, LLC'S DISCLOSURE STATEMENT, DATED DECEMBER 8, 2017**

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December 8, 2017

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## I. INTRODUCTION

This is the disclosure statement (the "Disclosure Statement") in the small business chapter 11 case of 1631 Hyde Park Avenue, LLC (the "Debtor"). This Disclosure Statement contains information about the Debtor and describes the **Proposed Chapter 11 Reorganization Plan** (the "Plan") filed by 1631 Hyde Park Avenue, LLC on December 8, 2017. A full copy of the Plan is attached to this Disclosure Statement as Exhibit A. *Your rights may be affected. You should read the Plan and this Disclosure Statement carefully and discuss them with your attorney. If you do not have an attorney, you may wish to consult one.*

The proposed distributions under the Plan are discussed at pages 5-8 of this Disclosure Statement. [General unsecured creditors are classified in Class \_\_\_\_, and will receive a distribution of 100% of their allowed claims, to be distributed as follows: Paid in full upon confirmation of the Proposed Chapter 11 Plan.]

### A. Purpose of This Document

This Disclosure Statement describes:

The Debtor and significant events during the bankruptcy case,  
How the Plan proposes to treat claims or equity interests of the type you hold (i.e., what you will receive on your claim or equity interest if the plan is confirmed),  
Who can vote on or object to the Plan,  
What factors the Bankruptcy Court (the "Court") will consider when deciding whether to confirm the Plan,  
Why 1631 Hyde Park Avenue, LLC believes the Plan is feasible, and how the treatment of your claim or equity interest under the Plan compares to what you would receive on your claim or equity interest in liquidation, and  
The effect of confirmation of the Plan.

Be sure to read the Plan as well as the Disclosure Statement. This Disclosure Statement describes the Plan, but it is the Plan itself that will, if confirmed, establish your rights.

### B. Deadlines for Voting and Objecting; Date of Plan Confirmation Hearing

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

1. *Time and Place of the Hearing to [Finally Approve This Disclosure Statement and] Confirm the Plan*

The hearing at which the Court will determine whether to [finally approve this Disclosure Statement and] confirm the Plan will take place on \_\_\_\_\_, at [insert time] \_\_\_\_\_, in Courtroom \_\_\_\_\_, at the United States Bankruptcy Court, and 5 Post Office Square, Boston, MA 02109.

2. *Deadline For Voting to Accept or Reject the Plan*

If you are entitled to vote to accept or reject the plan, vote on the enclosed ballot and return the ballot in the enclosed envelope to 349 Broadway Suite 102, Revere MA, 02151. See section IV.A. below for a discussion of voting eligibility requirements.

Your ballot must be received by Daniel Occena, Esq. Attorney for Debtor, or it will not be counted.

3. *Deadline For Objecting to the [Adequacy of Disclosure and] Confirmation of the Plan*

Objections to [this Disclosure Statement or to] the confirmation of the Plan must be filed with the Court and served upon Listed Creditors attached hereto by [insert date]\_\_\_\_\_.

4. *Identity of Person to Contact for More Information*

If you want additional information about the Plan, you should contact Attorney Daniel Occena, at 349 Broadway Suite 102, Revere, MA 02151; Tel:781-6295147/Fax:866-715-8478.

**C. Disclaimer**

*The Court has [conditionally] approved this Disclosure Statement as containing adequate information to enable parties affected by the Plan to make an informed judgment about its terms. The Court has not yet determined whether the Plan meets the legal requirements for confirmation, and the fact that the Court has approved this Disclosure Statement does not constitute an endorsement of the Plan by the Court, or a recommendation that it be accepted. [The Court's approval of this Disclosure Statement is subject to final approval at the hearing on confirmation of the Plan. Objections to the adequacy of this Disclosure Statement may be filed until \_\_.]*

**II. BACKGROUND**

**A. Description and History of the Debtor's Business**

The Debtor is a **Limited Liability Company**, which was founded in 2013 by Siveny and Marie Augustine. On or about September 25, 2013, 1631 Hyde Park LLC purchased 1631 Hyde Park Avenue, Hyde Park, Massachusetts. The Debtor purchased this commercial property in order to produce monthly rental income. Debtor currently rents to three separate business, which operates two mechanic shops and one auto body.

**B. Insiders of the Debtor**

Siveny and Marie Augustine are the only principals, and acting managers of 1631 Hyde Park LLC. Neither Marie, nor Siveny receive compensation from the Debtor. Siveny Augustine is however, renting approximately 7 Bays on the property as "Union Garage", and pays the Debtor rent. There are no other affiliates or partners of any kind associated with Debtor.

**C. Management of the Debtor Before and During the Bankruptcy**

During the two years prior to the date on which the bankruptcy petition was filed, the officers, directors, managers or other persons in control of the Debtor (collectively the "Managers") were Siveny and Marie Augustine, and this remains true today.

The Managers of the Debtor during the Debtor's chapter 11 case have been: Siveny and Marie Augustine.

After the effective date of the order confirming the Plan, the directors, officers, and voting trustees of the Debtor, any affiliate of the Debtor participating in a joint Plan with the Debtor, or successor of the Debtor under the Plan (collectively the "Post Confirmation Managers"), will be: Siveny and Marie Augustine. The responsibilities and compensation of these Post Confirmation Managers are described herein of this Disclosure Statement.

**D. Events Leading to Chapter 11 Filing**

Following the purchase of this property, the managers had a hard time finding tenants to rent space there. In addition to not finding any tenants for almost two years after the Debtor aquired this property, the debtor's manager never implemented any accounting mechanism or practices to property account for any income the property generated. These issues eventually caused the Debtor to fall behind on its liabilities, such as the mortgage.

**E. Significant Events During the Bankruptcy Case**

Immediately following the filing of this case, the Debtor opened a Debtor in possession account with TD Bank, and has provided the Trustee with all the necessary documentation regarding the DIP account. The Debtor also filed a motion to employ Attorney Daniel Occena, as its representative in this matter. It also filed a motion to use cash collateral on an interim

basis in order to make protective mortgage payments to Commerce Bank, along with a detailed Budget on how the monies will be disbursed etc. The Court has extended that authority to Use Cash Collateral to February, 2018.

**F. Projected Recovery of Avoidable Transfers [Choose the option that applies]**

The Debtor does not intend to pursue preference, fraudulent conveyance, or other avoidance actions.

**G. Claims Objections**

Except to the extent that a claim is already allowed pursuant to a final non-appealable order, the Debtor reserves the right to object to claims. Therefore, even if your claim is allowed for voting purposes, you may not be entitled to a distribution if an objection to your claim is later upheld. The procedures for resolving disputed claims are set forth in Article V of the Plan.

**H. Current and Historical Financial Conditions**

The identity and fair market value of the estate's assets are listed in Exhibit B. Debtor obtained a comparative market analysis from a company called Eppraisal.

As certified to the Court in September of 2017, the Debtor's does not have any financial statements before the bankruptcy, however, the September 2017 statement from the DIP account is set forth in Exhibit C.

The most recent post-petition operating report filed since the commencement of the Debtor's bankruptcy case are set forth in Exhibit D. A summary of the Debtor's periodic operating reports filed since the commencement of the Debtor's bankruptcy case is set forth in Exhibit D.

The Debtor has also disclosed a projection summary to address feasibility of the plan and distribution of plan payments. Such projection is set forth in Exhibit E.

**III. SUMMARY OF THE PLAN OF REORGANIZATION AND TREATMENT OF CLAIMS AND EQUITY INTERESTS**

**A. What is the Purpose of the Plan of Reorganization?**

As required by the Code, the Plan places claims and equity interests in various classes and describes the treatment each class will receive. The Plan also states whether each class of claims or equity interests is impaired or unimpaired. If the Plan is confirmed, your recovery will be limited to the amount provided by the Plan.

**B. Unclassified Claims**

Certain types of claims are automatically entitled to specific treatment under the Code. They are not considered impaired, and holders of such claims do not vote on the Plan. They may, however, object if, in their view, their treatment under the Plan does not comply with that required by the Code. As such, the Plan Proponent has not placed the following claims in any class:

1. *Administrative Expenses*

Administrative expenses are costs or expenses of administering the Debtor's chapter 11 case which are allowed under § 507(a)(2) of the Code. Administrative expenses also include the value of any goods sold to the Debtor in the ordinary course of business and received within 20 days before the date of the bankruptcy petition. The Code requires that all administrative expenses be paid on the effective date of the Plan, unless a particular claimant agrees to a different treatment.

The following chart lists the Debtor's estimated administrative expenses, and their proposed treatment under the Plan:

<u>Type</u>	<u>Estimated Amount Owed</u>	<u>Proposed Treatment</u>
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B25B (Official Form 25B) (12/08) - Cont.

Expenses Arising in the Ordinary Course of Business After the Petition Date		Paid in full on the effective date of the Plan, or according to terms of obligation if later
The Value of Goods Received in the Ordinary Course of Business Within 20 Days Before the Petition Date	<b>-None-</b>	N/A
Professional Fees, as approved by the Court.  <b>Daniel Occena (Counsel to Debtor)</b>	\$10,000.00 (Estimated Fees) \$5000.00 (Retainer)  <b>\$5,000.00 (Administrative Fee)</b>	Administrative Attorney Fee of \$5,000.00 shall be paid over the course of one year (12 payments of \$417.00) following the confirmation of this plan.
Clerk's Office Fees		Paid in full on the effective date of the Plan
Other administrative expenses		
Office of the U.S. Trustee Fees	<b>\$325.00</b>	Paid in full on the effective date of the Plan, and <b>shall continue to be paid timely each quarter in the amount of \$325.00 per quarter</b>
<b>TOTAL</b>	<b>\$5,325.00</b>	

2. *Priority Tax Claims*

Priority tax claims are unsecured income, employment, and other taxes described by § 507(a)(8) of the Code. Unless the holder of such a § 507(a)(8) priority tax claim agrees otherwise, it must receive the present value of such claim, in regular installments paid over a period not exceeding 5 years from the order of relief.

The following chart lists the Debtor's estimated § 507(a)(8) priority tax claims and their proposed treatment under the Plan:

Description (name and type of tax)	Estimated Amount Owed	Date of Assessment	Treatment
<b>Internal Revenue Service, penalty and fee for unfiled returns</b>	<b>\$500.00</b>	<b>09/02/17</b>	Paid in full on the effective date of the Plan = = = = = = \$ <b>500.00</b>

C. **Classes of Claims and Equity Interests**

The following are the classes set forth in the Plan, and the proposed treatment that they will receive under the Plan:

1. *Classes of Secured Claims*

Allowed Secured Claims are claims secured by property of the Debtor's bankruptcy estate (or that are subject to setoff) to the extent allowed as secured claims under § 506 of the Code. If the value of the collateral or setoffs securing the creditor's claim is less than the amount of the creditor's allowed claim, the deficiency will [be classified as a general unsecured claim].

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

<u>Class #</u>	<u>Description</u>	<u>Insider ? (Yes or No)</u>	<u>Impairment</u>	<u>Treatment</u>

<b>Class #</b>	<b>Description</b>	<b>Insider ? (Yes or No)</b>	<b>Impairment</b>	<b>Treatment</b>
	<p><i>Secure claim of:</i> Name = <b>Commerce Bank</b></p> <p>Collateral Description = <b>Secured Mortgage</b></p> <p>Allowed Secured Amount = <b><u>\$660,184.87</u></b></p> <p>Priority of lien =</p> <p>Principal owed = <b><u>\$660,184.87</u></b></p> <p>Pre-pet. arrearage = <b><u>\$72,509.89</u></b></p> <p>Total claim = <b><u>\$660,184.87</u></b></p>	<b>NO</b>	<b>Unimpaired</b>	<p>[Monthly] payment = <b>\$1,300.00</b></p> <p>Pmts Begin = <b>09/2/2017</b></p> <p>Pmts End = <b>05/2/2022</b></p> <p>[Balloon pmt] =</p> <p>Fixed Interest rate % = <b>4.75%</b></p> <p>Treatment of Lien = Secured, Long term outside of Plan</p> <p>Monthly Mortgage Payment outside of plan = <b>\$4,494.76</b></p>
	<p><i>Secure claim of:</i> Name = <b>Radius Bank</b></p> <p>Collateral Description = <b>Additional Collateral Interest</b></p> <p>Allowed Secured Amount = <b><u>\$785,020.83</u></b></p> <p>Priority of lien =</p> <p>Principal owed = <b><u>\$785,020.83</u></b></p> <p>Pre-pet. arrearage = \$</p> <p>Total claim = <b><u>\$785,020.83</u></b></p>	<b>NO</b>	<b>Unimpaired</b>	<p>Radius Bank shall not receive a distribution or dividend from this plan, as its security interest in the Debtor's property is only additional collateral for Two other assets own exclusively by the Principals of the debtor.</p>

2. *Classes of Priority Unsecured Claims*

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

The following chart lists all classes containing claims under §§ 507(a)(1), (4), (5), (6), and (a)(7) of the Code and their proposed treatment under the Plan:

<b>Class #</b>	<b>Description</b>	<b>Impairment</b>	<b>Treatment</b>
	<b>-NONE-</b>		

3. *Class[es] of General Unsecured Claims*

General unsecured claims are not secured by property of the estate and are not entitled to priority under § 507(a) of the Code. [Insert description of §1122(b) convenience class if applicable.]

The following chart identifies the Plan's proposed treatment of Class[es] \_\_ through \_\_, which contain general unsecured claims against the Debtor:

Class #	Description	Impairment	Treatment
	<b>[1122(b) Convenience Class]</b>		
1.	General Unsecured Class <b>T-Mobile</b>	Unimpaired	<b>Debtor proposes this claim of \$352.88 shall be paid in full upon confirmation of this plan</b> = = = = = = =

4. *Class[es] of Equity Interest Holders*

Equity interest holders are parties who hold an ownership interest (i.e., equity interest) in the Debtor. In a corporation, entities holding preferred or common stock are equity interest holders. In a partnership, equity interest holders include both general and limited partners. In a limited liability company ("LLC"), the equity interest holders are the members. Finally, with respect to an individual who is a debtor, the Debtor is the equity interest holder.

The following chart sets forth the Plan's proposed treatment of the class[es] of equity interest holders: [There may be more than one class of equity interests in, for example, a partnership case, or a case where the prepetition debtor had issued multiple classes of stock.]

Class #	Description	Impairment	Treatment
	Equity interest holders- <b>NONE</b>	[State whether impaired or unimpaired]	<b>NONE</b>

**D. Means of Implementing the Plan**

1. *Source of Payments*

Payments and distributions under the Plan will be funded by the following:

Debtor plans to fund this plan with rental income received from the tenants currently occupying the commercial property. This plan is feasible given the current amount of rent it collects each month, and the amount of pre/post-petition amounts.

2. *Post-confirmation Management*

The Post-Confirmation Managers of the Debtor, and their compensation, shall be as follows:

Name	Affiliations	Insider (yes or no)?	Position	Compensation
<b>Siveny Augustine</b>	<b>Manager</b>	<b>Yes</b>	<b>Principal Ownerr/Operator</b>	<b>Zero</b>
<b>Marie Augustine</b>	<b>Manager</b>	<b>Yes</b>	<b>Principal Owner</b>	<b>Zero</b>



**E. Risk Factors**

The proposed Plan has the following risks:

This plan and its administration is completely contingent upon the tenants who currently rent space at this property to pay their rent, and pay it timely. There is a concern that if any of the three tenants for whatever reason decides not to pay its rent, this plan will not be feasible.

**F. Executory Contracts and Unexpired Leases**

The Plan, in Exhibit 5.1, lists all executory contracts and unexpired leases that the Debtor will assume under the Plan. Assumption means that the Debtor has elected to continue to perform the obligations under such contracts and unexpired leases, and to cure defaults of the type that must be cured under the Code, if any. Exhibit 5.1 also lists how the Debtor will cure and compensate the other party to such contract or lease for any such defaults.

If you object to the assumption of your unexpired lease or executory contract, the proposed cure of any defaults, or the adequacy of assurance of performance, you must file and serve your objection to the Plan within the deadline for objecting to the confirmation of the Plan, unless the Court has set an earlier time.

All executory contracts and unexpired leases that are not listed in Exhibit 5.1 will be rejected under the Plan. Consult your adviser or attorney for more specific information about particular contracts or leases.

If you object to the rejection of your contract or lease, you must file and serve your objection to the Plan within the deadline for objecting to the confirmation of the Plan.

**[The Deadline for Filing a Proof of Claim Based on a Claim Arising from the Rejection of a Lease or Contract Is 12/1/2017.** Any claim based on the rejection of a contract or lease will be barred if the proof of claim is not timely filed, unless the Court orders otherwise.]

**G. Tax Consequences of Plan**

*Creditors and Equity Interest Holders Concerned with How the Plan May Affect Their Tax Liability Should Consult with Their Own Accountants, Attorneys, And/Or Advisors.*

None anticipated.

**IV. CONFIRMATION REQUIREMENTS AND PROCEDURES**

To be confirmable, the Plan must meet the requirements listed in §§ 1129(a) or (b) of the Code. These include the requirements that: the Plan must be proposed in good faith; at least one impaired class of claims must accept the plan, without counting votes of insiders; the Plan must distribute to each creditor and equity interest holder at least as much as the creditor or equity interest holder would receive in a chapter 7 liquidation case, unless the creditor or equity interest holder votes to accept the Plan; and the Plan must be feasible. These requirements are not the only requirements listed in § 1129, and they are not the only requirements for confirmation.

**A. Who May Vote or Object**

Any party in interest may object to the confirmation of the Plan if the party believes that the requirements for confirmation are not met.

Many parties in interest, however, are not entitled to vote to accept or reject the Plan. A creditor or equity interest holder has a right to vote for or against the Plan only if that creditor or equity interest holder has a claim or equity interest that is both (1) allowed or allowed for voting purposes and (2) impaired.

The Plan Proponent believes that all classes are unimpaired and that holders of claims in each of these classes, therefore, do not have the right to vote to accept or reject the Plan.

1. *What Is an Allowed Claim or an Allowed Equity Interest?*

Only a creditor or equity interest holder with an allowed claim or an allowed equity interest has the right to vote on the Plan. Generally, a claim or equity interest is allowed if either (1) the Debtor has scheduled the claim on the Debtor's schedules, unless the claim has been scheduled as disputed, contingent, or unliquidated, or (2) the creditor has filed a proof of claim or equity interest, unless an objection has been filed to such proof of claim or equity interest. When a claim or equity interest is not allowed, the creditor or equity interest holder holding the claim or equity interest cannot vote unless the Court, after notice and hearing, either overrules the objection or allows the claim or equity interest for voting purposes pursuant to Rule 3018(a) of the Federal Rules of Bankruptcy Procedure.

***The deadline for filing a proof of claim in this case was December 1, 2017.***

2. *What Is an Impaired Claim or Impaired Equity Interest?*

As noted above, the holder of an allowed claim or equity interest has the right to vote only if it is in a class that is *impaired* under the Plan. As provided in § 1124 of the Code, a class is considered impaired if the Plan alters the legal, equitable, or contractual rights of the members of that class.

3. *Who is **Not** Entitled to Vote*

The holders of the following five types of claims and equity interests are *not* entitled to vote:

holders of claims and equity interests that have been disallowed by an order of the Court;

holders of other claims or equity interests that are not "allowed claims" or "allowed equity interests" (as discussed above), unless they have been "allowed" for voting purposes.

holders of claims or equity interests in unimpaired classes;

holders of claims entitled to priority pursuant to §§ 507(a)(2), (a)(3), and (a)(8) of the Code; and

holders of claims or equity interests in classes that do not receive or retain any value under the Plan;

administrative expenses.

***Even If You Are Not Entitled to Vote on the Plan, You Have a Right to Object to the Confirmation of the Plan [and to the Adequacy of the Disclosure Statement].***

4. *Who Can Vote in More Than One Class*

A creditor whose claim has been allowed in part as a secured claim and in part as an unsecured claim, or who otherwise hold claims in multiple classes, is entitled to accept or reject a Plan in each capacity, and should cast one ballot for each claim.

**B. Votes Necessary to Confirm the Plan**

If impaired classes exist, the Court cannot confirm the Plan unless (1) at least one impaired class of creditors has accepted the Plan without counting the votes of any insiders within that class, and (2) all impaired classes have voted to accept the Plan, unless the Plan is eligible to be confirmed by "cram down" on non-accepting classes, as discussed later in Section [B.2.].

1. *Votes Necessary for a Class to Accept the Plan*

A class of claims accepts the Plan if both of the following occur: (1) the holders of more than one-half (1/2) of the allowed claims in the class, who vote, cast their votes to accept the Plan, and (2) the holders of at least two-thirds (2/3) in dollar amount of the allowed claims in the class, who vote, cast their votes to accept the Plan.

A class of equity interests accepts the Plan if the holders of at least two-thirds (2/3) in amount of the allowed equity interests in the class, who vote, cast their votes to accept the Plan.

2. *Treatment of Nonaccepting Classes*

Even if one or more impaired classes reject the Plan, the Court may nonetheless confirm the Plan if the nonaccepting classes are treated in the manner prescribed by § 1129(b) of the Code. A plan that binds nonaccepting classes is commonly referred to as a "cram down" plan. The Code allows the Plan to bind nonaccepting classes of claims or equity interests if it meets all the requirements for consensual confirmation except the voting requirements of § 1129(a)(8) of the Code, does not "discriminate unfairly," and is "fair and equitable" toward each impaired class that has not voted to accept the Plan.

*You should consult your own attorney if a "cramdown" confirmation will affect your claim or equity interest, as the variations on this general rule are numerous and complex.*

**C. Liquidation Analysis**

To confirm the Plan, the Court must find that all creditors and equity interest holders who do not accept the Plan will receive at least as much under the Plan as such claim and equity interest holders would receive in a chapter 7 liquidation. A liquidation analysis is attached to this Disclosure Statement as Exhibit E.

**D. Feasibility**

The Court must find that confirmation of the Plan is not likely to be followed by the liquidation, or the need for further financial reorganization, of the Debtor or any successor to the Debtor, unless such liquidation or reorganization is proposed in the Plan.

1. *Ability to Initially Fund Plan*

The Plan Proponent believes that the Debtor will have enough cash on hand on the effective date of the Plan to pay all the claims and expenses that are entitled to be paid on that date. Tables showing the amount of cash on hand on the effective date of the Plan, and the sources of that cash are attached to this disclosure statement as Exhibit F.

2. *Ability to Make Future Plan Payments And Operate Without Further Reorganization*

The Plan Proponent must also show that it will have enough cash over the life of the Plan to make the required Plan payments.

The Plan Proponent has provided projected financial information. Those projections are listed in Exhibit G.

The Plan Proponent's financial projections show that the Debtor will have an aggregate annual average cash flow, after paying operating expenses and post-confirmation taxes, of approximately **\$83,400.00**. The final Plan payment is expected to be paid on **May of 2022 (Four Years, 8 Months (56 Payments) from September 2017)**. See Attached Exhibit

*You Should Consult with Your Accountant or other Financial Advisor If You Have Any Questions Pertaining to These Projections.*

**V. EFFECT OF CONFIRMATION OF PLAN**

**A. DISCHARGE OF DEBTOR**

Discharge. On the effective date of the Plan, the Debtor shall be discharged from any debt that arose before confirmation of the Plan, subject to the occurrence of the effective date, to the extent specified in § 1141(d)(1)(A) of the Code, except that the Debtor shall not be discharged of any debt (i) imposed by the Plan, (ii) of a kind specified in § 1141(d)(6)(A) if a timely complaint was filed in accordance with Rule 4007(c) of the Federal Rules of Bankruptcy Procedure, or (iii) of a kind specified in § 1141(d)(6)(B). After the effective date of the Plan your claims against the Debtor will be limited to the debts described in clauses (i) through (iii) of the preceding sentence.

**B. Modification of Plan**

The Plan Proponent may modify the Plan at any time before confirmation of the Plan. However, the Court may require a new disclosure statement and/or revoting on the Plan.

Upon request of the Debtor, the United States trustee, or the holder of an allowed unsecured claim, the Plan may be modified at any time after confirmation of the Plan but before the completion of payments under the Plan, to (1) increase or reduce the amount of payments under the Plan on claims of a particular class, (2) extend or reduce the time period for such payments, or (3) alter the amount of distribution to a creditor whose claim is provided for by the Plan to the extent necessary to take account of any payment of the claim made other than under the Plan.

**C. Final Decree**

Once the estate has been fully administered, as provided in Rule 3022 of the Federal Rules of Bankruptcy Procedure, the Plan Proponent, or such other party as the Court shall designate in the Plan Confirmation Order, shall file a motion with the Court to obtain a final decree to close the case. Alternatively, the Court may enter such a final decree on its own motion.

**VI. OTHER PLAN PROVISIONS**

None at this time.

**/s/ Siveny Augustin and Marie Augustin**

**1631 Hyde Park Avenue, LLC**

[Signature of the Plan Proponent]

**/s/ Daniel Occena**

**Daniel Occena 677333**

[Signature of the Attorney for the Plan Proponent]

# EXHIBIT A

**United States Bankruptcy Court  
District of Massachusetts**

In re 1631 Hyde Park Avenue, LLC

Debtor(s)

Case No. 17-13308

Chapter 11

Small Business Case under Chapter 11

**1631 HYDE PARK AVENUE, L.L.C'S PLAN OF REORGANIZATION, DATED DECEMBER 8, 2017**

**ARTICLE I  
SUMMARY**

This Plan of Reorganization (the "Plan") under chapter 11 Section 1121(a) of the Bankruptcy Code (the "Code") proposes to pay creditors of **1631 Hyde Park Avenue, LLC** (the "Debtor") from rental income from the tenants on the property.

This Plan provides for **two** classes of secured claims; **one** class of unsecured claims; and **zero** classes of equity security holders. Unsecured creditors holding allowed claims will receive distributions, which the proponent of this Plan has valued at approximately **\$352.88**cents on the dollar. This Plan also provides for the payment of administrative and priority claims.

All creditors and equity security holders should refer to Articles III through VI of this Plan for information regarding the precise treatment of their claim. A disclosure statement that provides more detailed information regarding this Plan and the rights of creditors and equity security holders has been circulated with this Plan. **Your rights may be affected. You should read these papers carefully and discuss them with your attorney, if you have one. (If you do not have an attorney, you may wish to consult one.)**

**ARTICLE II  
CLASSIFICATION OF CLAIMS AND INTERESTS**

- 2.01 Class 1. All allowed claims entitled to priority under § 507 of the Code (except administrative expense claims under § 507(a)(2), ["gap" period claims in an involuntary case under § 507(a)(3),] and priority tax claims under § 507(a)(8)).
- 2.02 Class 2. See 2.02a and 2.02b
- 2.02a The claim of **Commerce Bank (First and Second Mortgage)**, to the extent allowed as a secured claim under § 506 of the Code, and secured by all assets of the debtor. Commerce Bank shall be paid equal monthly payments towards its principal balance, including interest.
- 2.02b The claim of **Radius Bank**, to the extent allowed as a secured claim under § 506 of the Code, and secured by 1631 Hyde Park Avenue Commercial Building, of the debtor. The Principals/Managers, Siveny and Marie Augustine provided Radius Bank an additional security interest in 1631 Hyde Park Avenue Commercial Building. The primary collateral are the Cab Medallions of Ketterle, Incorporated and Paul Cab, Incorporated. The only affiliation these entities have is the Principals.
- 2.03 Class 3. All unsecured claims allowed under § 502 of the Code.
- a. T-Mobile/American InfoSource, L.P. (General Unsecured) claim of \$352.88 shall be paid in full upon confirmation of this plain.
- 2.04 Class 4. Equity interests of the Debtor. **Not applicable here.**

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

3.01 Unclassified Claims. Under section §1123(a)(1), administrative expense claims, ["gap" period claims in an involuntary case allowed under § 502(f) of the Code,] and priority tax claims are not in classes.

3.02 Administrative Expense Claims. Each holder of an administrative expense claim allowed under § 503 of the Code [, and a "gap" claim in an involuntary case allowed under § 502(f) of the Code,] will be paid in full on the effective date of this Plan (as defined in Article VII), in cash, or upon such other terms as may be agreed upon by the holder of the claim and the Debtor.

a. **Administrative Attorney Fee of \$5,000.00 shall be paid over the course of one year (12 payments of \$417.00) following the confirmation of this plan.**

3.03 Priority Tax Claims. Each holder of a priority tax claim will be paid [specify terms of treatment consistent with § 1129(a)(9)(C) of the Code].

a. **Internal Revenue Service (Unsecured Priority Tax Claim) of \$500.00 shall be paid in upon confirmation of this plan.**

3.04 United States Trustee Fees. All fees required to be paid by 28 U.S.C. §1930(a)(6) (U.S. Trustee Fees) will accrue and be timely paid until the case is closed, dismissed, or converted to another chapter of the Code. Any U.S. Trustee Fees owed on or before the effective date of this Plan will be paid on the effective date. The Debtor is current upon its Quarterly Fee payments. The Debtor will continue to file with the United States Trustee a monthly financial report for each month (or portion thereof) as the case proceeds and remains open.

a. **The U.S Trustee quarterly payment shall continue to be paid timely each quarter in the amount of \$325.00 per quarter.**

3.05 The monthly financial report shall include the following:

1. A statement of all disbursements made during the course of the month, whether or not pursuant to the plan.
2. A summary, by class, of amounts distributed or property transferred to each recipient under the Amended Plan, and an explanation of the failure to make any distributions or transfers of property under the Plan;
3. Debtor's projection as to its continuing ability to comply with the terms of the Plan;
4. A description of any other factors which may materially affect the Debtor's ability to consummate the Plan; and
5. An estimated date when an application for final decree will be filed with the court (in the case of the final monthly report, the date the decree was filed).

**ARTICLE IV**  
**TREATMENT OF CLAIMS AND INTERESTS UNDER THE PLAN**

4.01 Claims and interests shall be treated as follows under this Plan:

<b>Class</b>	<b>Impairment</b>	<b>Treatment</b>
Class 1 - Priority Claims <b>-NONE-</b>	<b>-NONE-</b>	<b>-NONE-</b>
Class 2a - Secured Claim of <b>-Commerce Bank</b>	Commerce has two unimpaired secured mortgages with a combined principal balance at the time of filing \$660,184.87, which shall not be paid long term at equal monthly payments of <b>\$4,494.76</b>	<b>Pre-petition arrears owed at the time of filing is \$72,509.89. Debtor proposes that it pays \$1300.00 Per month for 56 months towards the Pre-petition arrears</b>
Class 2b - Secured Claim of <b>-Radius Bank</b>	Radius has an unimpaired secured Third mortgage with a principal balance at the time of filing \$785,020.83.	<b>Creditor shall hold its secured status on the property as additional collateral</b>
Class 3 - General Unsecured Creditors <b>-T-Mobile</b>	Unimpaired general unsecured claim	<b>Debtor proposes this claim of \$352.88 shall be paid in full upon confirmation of this plan</b>
Class 4 - Equity Security Holders of the Debtor <b>-NONE-</b>	<b>-NONE-</b>	<b>-NONE-</b>

**ARTICLE V**  
**ALLOWANCE AND DISALLOWANCE OF CLAIMS**

5.01 **Disputed Claim.** A disputed claim is a claim that has not been allowed or disallowed [by a final non-appealable order], and as to which either: (i) a proof of claim has been filed or deemed filed, and the Debtor or another party in interest has filed an objection; or (ii) no proof of claim has been filed, and the Debtor has scheduled such claim as disputed, contingent, or unliquidated.

5.02 **Delay of Distribution on a Disputed Claim.** No distribution will be made on account of a disputed claim unless such claim is allowed [by a final non-appealable order].

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

**ARTICLE VI**  
**PROVISIONS FOR EXECUTORY CONTRACTS AND UNEXPIRED LEASES**

6.01 **Assumed Executory Contracts and Unexpired Leases.**

(a) The Debtor assumes the following executory contracts and/or unexpired leases effective upon the [Insert "effective date of this Plan as provided in Article VII," "the date of the entry of the order confirming this Plan," or other applicable date]:

<b>Name of Other Parties to Lease or Contract</b>	<b>Description of Contract or Lease</b>
<b>-NONE-</b>	<b>-NONE-</b>



(b) The Debtor will be conclusively deemed to have rejected all executory contracts and/or unexpired leases not expressly assumed under section 6.01(a) above, or before the date of the order confirming this Plan, upon the [Insert "effective date of this Plan," "the date of the entry of the order confirming this Plan," or other applicable date]. A proof of a claim arising from the rejection of an executory contract or unexpired lease under this section must be filed no later than **Fourteen (14)** days after the date of the order confirming this Plan.

## **ARTICLE VII**

### **MEANS FOR IMPLEMENTATION OF THE PLAN**

7.01 **Means of Implementation.** Debtor plans to fund this plan with rental income received from the tenants currently occupying the commercial property. This plan is feasible given the current amount of rent it collects each month, and the amount of pre/post-petition amounts.

7.02 **Property of the Estate.** On Confirmation, all property of the Debtor, tangible and intangible, including, without limitation, contracts, franchise agreements, contract rights, licenses, furniture, fixtures and equipment, will revert, to the Debtor, free and clear of all claims and interests except as provided in the Plan.;

7.03 **Payments to Creditors.** The Payments to be made to the holders of claims hereunder on the Effective Date and thereafter will be made by the Debtor.

7.04 **Payment of Quarterly Fees to the Trustee.** All fees required to be paid by 28 U.S.C. §1930(a)(6) (U.S. Trustee Fees) will accrue and be timely paid until the case is closed, dismissed, or converted to another chapter of the Code. Any U.S. Trustee Fees owed on or before the effective date of this Plan will be paid on the effective date.

## **ARTICLE VIII**

### **GENERAL PROVISIONS**

8.01 **Definitions and Rules of Construction.** The definitions and rules of construction set forth in §§ 101 and 102 of the Code shall apply when terms defined or construed in the Code are used in this Plan, and they are supplemented by the following definitions: [Insert additional definitions if necessary].

8.02 **Effective Date of Plan.** The effective date of this Plan is the first business day following the date that is fourteen days after the entry of the order of confirmation. If, however, a stay of the confirmation order is in effect on that date, the effective date will be the first business day after the date on which the stay of the confirmation order expires or is otherwise terminated.

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

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

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

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

## **ARTICLE IX**

### **DISCHARGE**

9.01 **Discharge.** On the confirmation date of this Plan, the debtor will be discharged from any debt that arose before confirmation of this Plan, subject to the occurrence of the effective date, to the extent specified in § 1141(d)(1)(A) of the Code, except that the Debtor will not be discharged of any debt: (i) imposed by this Plan; (ii) of a kind specified in § 1141(d)(6)(A) if a timely complaint was filed in accordance with Rule 4007(c) of the Federal Rules of Bankruptcy Procedure; or (iii) of a kind specified in § 1141(d)(6)(B).

Respectfully submitted,

By: /s/ Siveny Augustin and Marie Augustin  
**Siveny Augustin and Marie Augustin**  
The Plan Proponent

By: /s/ Daniel Occena  
**Daniel Occena BBO# 677333**  
Attorney for the Plan Proponent

349 Broadway, Suite, 102,  
Revere MA 02151  
Tel: 781-629-5147  
Fax: 866-715-8478

CERTIFICATE OF SERVICE

I, Daniel Occena, Esq., state that on December 8, 2017, I served this Chapter 11 Plan on the following CM/ECF participants:

John Fitzgerald, US Trustee  
Commerce Bank  
Radius Bank

I hereby certify that I have this date served a copy of the attached Order, on the non CM/ECF participants listed below by first-class mail, postage prepaid:

1631 Hyde Park Avenue, LLC  
1631 Hyde Park Avenue  
Hyde Park, MA 02136

Commerce Bank/  
Cohn & Dussi, LLC  
500 West Cummings Park, Suite, 2350  
Woburn, MA 01801

Radius Bank/  
Kline and Sanders  
233 Needham St., Suite 460  
Newton, MA 02464

Internal Revenue Service  
PO Box 7346  
Philadelphia PA19101

T-Mobile  
4515 N Santa Fe Avenue  
Oklahoma City, OK73118

/s/Daniel Occena  
Daniel Occena, Esq.  
BBO#677333  
349 Broadway, Suite 102  
Revere, MA 02151  
Tel: 781-629-5147

# EXHIBIT B



## » 1631 Hyde Park Ave Boston, MA 02136

### OFF MARKET ESTIMATES ?



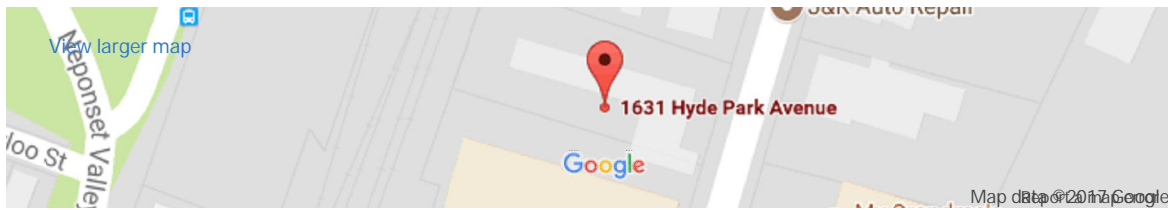
\$1,295,822



n/a

Home Value Estimate for:  
1631 Hyde Park Ave Boston, MA 02136

[Check Rates](#)



[Road View](#) | [Street View](#) | [Larger](#)

1631 Hyde Park Ave, this property is located in Boston, MA. This home is currently recorded as part of Suffolk county with parcel number HYDE W:18 P:09448 S:000 and approximately 6200 square feet.

Property records show this home was built in 1995 and show the following attributes: .

County and Public Record info for 1631 Hyde Park Ave.

Beds: - Baths: - Sqft: 6200 APN/Parcel: hydew:18p:09448s:000 Lot Area (sq ft): - Acres: 0.0 Fireplace:  
Basement Area: Heat Type: Roof Type: Garage/Park sqft: Air Cond:

[Get additional details →](#)

### » SALES HISTORY

Last Sold Date: 09-24-2013

Sold Price: \$740,000

Source: Public Record

**1631 HYDE PARK AVE » TAX HISTORY / ASSESSMENT**

Assessment: n/a Property Taxes: \$8,110.00

**1631 HYDE PARK AVE » LOCATION INFO**

County: Suffolk	Full PostalCode: 021362457	PostalCode: 02136
Munic/Township: Boston-hyde Park	Subdivision:	AreaCode: 617/857
CBSA: Boston-cambridge-newton Ma-nh	Region: Northeast	County FIPS: 25

**SEE ALSO**

- |                                 |                                 |
|---------------------------------|---------------------------------|
| 01 <b>How Much is My House</b>  | 04 <b>Property Value Lookup</b> |
| 02 <b>Home Value Estimator</b>  | 05 <b>Rent-to-Own Homes</b>     |
| 03 <b>Home Value Calculator</b> | 06 <b>Reverse Mortgage</b>      |

**RECENTLY SOLD HOMES NEARBY**

Address	Beds	Baths	Sold Price	Sold Date
<a href="#">1031 Brush Hill Rd</a>	5	4.00	\$1,200,000	02-05-2016
<a href="#">28-30 Hillis Rd</a>	-	-	\$939,000	02-20-2015
<a href="#">28 Hillis Rd</a>	-	-	\$939,000	02-20-2015
<a href="#">1099 Brush Hill Rd</a>	5	5.00	\$2,908,888	01-16-2015

## \$0 Down VA Home Loans

Find out what you're eligible for! Prequalify today with Veterans United.  
 veteransunited.com



Address	Beds	Baths	Sqft
<a href="#">1700 Hyde Park Ave</a>	-	0.0	-
<a href="#">33 Lawton St</a>	4	3.0	1,286
<a href="#">1591 Hyde Park Ave 1619</a>	-	0.0	-
<a href="#">1623 Hyde Park Ave 1625</a>	-	0.0	-

Sold Homes in [Massachusetts](#) | [Boston](#) | [02136](#)

### OTHER HOMES ON THIS STREET

Address	Beds	Baths	Sold Price	Sold Date
<a href="#">1457 Hyde Park Ave Boston, MA</a>	4	2.00	n/a	07-03-2012
<a href="#">1495-1497 Hyde Park Ave Boston, MA</a>	-	-	n/a	11-15-2010
<a href="#">1491 Hyde Park Ave Boston, MA</a>	3	1.00	\$19,000	01-08-1998
<a href="#">1524 Hyde Park Ave Boston, MA</a>	2	1.00	n/a	01-07-2010
<a href="#">1431-1435 Hyde Park Ave Boston, MA</a>	5	3.00	\$245,000	10-31-2013

## \$0 Down VA Home Loans

Find out what you're eligible for! Prequalify today with Veterans United.  
 veteransunited.com



### 1631 HYDE PARK AVE » NEARBY SCHOOLS

Name	Address	Grades
Academy Of The Pacific Rim Charter Public School	<a href="#">1 Westinghouse Plaza</a>	05 - 12

Boston Preparatory Charter Public School	<a href="#">1286 Hyde Park Avenue</a>	06 - 11
Elihu Greenwood	<a href="#">612 Metropolitan Avenue</a>	KG - 05

**RECENTLY SOLD HOMES - BOSTON**

Address	Sold Price	Sold Date
55 Asheville Rd Hyde Park, MA Beds: - Baths: -	\$80,000	07-01-2015
<a href="#">15 Rosemont St</a> <a href="#">Hyde Park, MA</a> Beds: 3 Baths: 1.00	\$245,680	07-20-2016
<a href="#">64 Wachusett St</a> <a href="#">Hyde Park, MA</a> Beds: 2 Baths: 2.00	\$214,000	06-04-2015
<a href="#">27 Wachusett St</a> <a href="#">Hyde Park, MA</a> Beds: 4 Baths: 2.00	n/a	03-03-2015

Pay off your mortgage faster  
with a 15-year fixed loan

Select remaining balance



**\$225,000**

Terms & Conditions apply. NMLS#1136

**LOCAL PROFESSIONAL**



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(Real Estate Agent)

[108 F. Street](#)

Boston, MA 02127

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## TRUMP'S NEXT MOVE?

If you owe less than \$300,000 on your home, use Congress's once in a lifetime mortgage relief program. The program is totally free and doesn't add any cost to your refi, but it expires this year. You'll be shocked when you see how much you can save.

~~\$300,000 on your home,~~  
use Congress's once in a lifetime mortgage relief program. The program is totally free and doesn't add any cost to your refi.

TAP	TAP	TAP
46-55	56-65	65+

NBAES ID: 187283-3308  
https://www.nbaes.com/property/1631-hyde-park-ave-boston-ma-02136-a1...

LowerMyBills.com

\* Data for 1631 Hyde Park Ave Boston, MA 02136 obtained from public sources ( Suffolk property records). It is presented on an 'as is, as available' basis. [more](#)

\*Zestimate Home Values are provided by Zillow, Inc., 2017. Use is subject to [Terms of Use](#), [What's a Zestimate?](#)



REAL ESTATE

MORTGAGE

PROS

HOME VALUES

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# EXHIBIT C





# EXHIBIT D

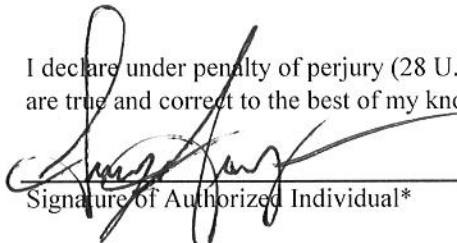
**UNITED STATES BANKRUPTCY COURT  
EASTERN DISTRICT OF MASSACHUSETTS**

In re 1631 HYDE PARK AVENUE, LLC Case No. 17-13308  
Reporting Period 10/1/17 - 10/31/17

**MONTHLY OPERATING REPORT**  
Complete and submit within 14 days after end of month

REQUIRED DOCUMENTS	Form No.	Document Attached
Debtor's Questionnaire	Page 2	X
Schedule of Cash Receipts and Disbursements	Page 3	X
Copies of Debtor's Bank Reconciliations		X
Copies of Debtor's Bank Statements		X
Copies of Cash Disbursements Journals		N/A
Statement of Operations	Page 4	X
Balance Sheet	Page 5	X
Schedule of Post-Petition Liabilities	Page 6	X
Copies of IRS Form 6123 or payment receipt		N/A
Copies of tax returns filed during reporting period		N/A
Detailed listing of aged accounts payables		None
Accounts Receivable Reconciliation and Aging	Page 7	X
Supporting Schedule and Disclosures	Page 8	X

I declare under penalty of perjury (28 U.S.C. Section 1746) that this report and all attachments are true and correct to the best of my knowledge and belief.

  
\_\_\_\_\_  
Signature of Authorized Individual\*

11/13/2017  
\_\_\_\_\_  
Date

Siveny Augustine  
\_\_\_\_\_  
Printed Name of Authorized Individual

Manager  
\_\_\_\_\_  
Title of Authorized Individual

\*Authorized individual must be an officer, director or shareholder if the debtor is a corporation; a partner if debtor is a partnership; a manager or member if debtor is a limited liability company.

COVER PAGE

**1631 HYDE PARK AVENUE, LLC**  
Debtor

Case No.  
Reporting Period

**17-13308**  
**10/1/17 - 10/31/17**

**DEBTOR QUESTIONNAIRE**

<b>Must be completed each month</b>	<b>Yes</b>	<b>No</b>
1. Have any assets been sold or transferred outside the normal course of business this reporting period? If yes, provide an explanation below.		X
2. Have any funds been disbursed from any account other than a debtor-in-possession account this reporting period? If yes, provide an explanation below.		X
3. Have any payments been made on pre-petition debt, other than payments in the normal course to secured creditors or lessors? If yes, attach listing including date of payment, amount, and name of payee.		X
4. Have any payments been made to professionals? If yes, attach listing including date of payment, amount, and name of payee.		X
5. If the answer to question 3 and/or 4 is yes, were all such payments approved by the Court?	N/A	N/A
6. Have any payments been made to officers, insiders, shareholders, or relatives? If yes, attach listing including date, amount, reason for payment, and name of payee.		X
7. Have all postpetition tax returns been timely filed? If no, provide an explanation below.	X	
8. Are any post petition payroll taxes past due?	N/A	N/A
9. Are any post petition State or Federal income taxes past due?	N/A	N/A
10. Are any post petition real estate taxes past due?		X
11. Are any wages payments past due?	N/A	N/A
12. Is the Debtor delinquent in paying any U.S. Trustee fees?		X
13. Was there any post-petition borrowing during this reporting period?		X
14. Estimated date of filing Plan of Reorganization and Disclosure Statement:	12/1/2017	
<b>Confirmation of Insurance</b>		
15. Is the estate insured for the replacement cost of assets and for general liability?	X	
16. Is workers' compensation insurance in effect?	N/A	N/A
17. Have all current insurance payments been made? Attach copies of all new and renewed insurance policies.	X	
<b>Notes/Explanation</b>		

**1631 HYDE PARK AVENUE, LLC**

Debtor

Case No. **17-13308**

Reporting Period **10/1/17 - 10/31/17**

**SCHEDULE OF CASH RECEIPTS AND DISBURSEMENTS**

Amounts reported should be per the debtor's books, not the bank statements. The beginning cash should be the ending cash from the prior month or, if this is the first report, the amount should be the balance on the date the petition was filed. The total disbursements listed in the disbursements journal must equal the total disbursements reported on this page.

<b>BANK ACCOUNTS</b>					Total of All Accounts
	Operational	Payroll	Tax	Other	
CASH BEGINNING OF MONTH	6,908.35	N/A	N/A	N/A	6,908.35
<b>RECEIPTS</b>					
CASH SALES	0.00	N/A	N/A	N/A	0.00
ACCOUNTS RECEIVABLE, Pre-petition	0.00	N/A	N/A	N/A	0.00
ACCOUNTS RECEIVABLE, Post-petition	6,950.00	N/A	N/A	N/A	6,950.00
LOANS AND ADVANCES	0.00	N/A	N/A	N/A	0.00
SALE OF ASSETS	0.00	N/A	N/A	N/A	0.00
OTHER (ATTACH LIST)	0.00	N/A	N/A	N/A	0.00
TRANSFERS (FROM DIP ACCTS)	0.00	N/A	N/A	N/A	0.00
<b>TOTAL RECEIPTS</b>	<b>6,950.00</b>	<b>N/A</b>	<b>N/A</b>	<b>N/A</b>	<b>6,950.00</b>
<b>DISBURSEMENTS</b>					
NET PAYROLL	N/A	N/A	N/A	N/A	0.00
PAYROLL TAXES	N/A	N/A	N/A	N/A	0.00
SALES, USE & OTHER TAXES	N/A	N/A	N/A	N/A	0.00
INVENTORY PURCHASES	N/A	N/A	N/A	N/A	0.00
SECURED MORTGAGE	8,989.52	N/A	N/A	N/A	8,989.52
INSURANCE	N/A	N/A	N/A	N/A	0.00
ADMINISTRATIVE EXPENSE (Note: Bank Checks)	N/A	N/A	N/A	N/A	0.00
SELLING EXPENSE	N/A	N/A	N/A	N/A	0.00
OTHER (ATTACH LIST)	N/A	N/A	N/A	N/A	-
OWNER DRAW *	N/A	N/A	N/A	N/A	0.00
TRANSFERS (TO DIP ACCTS)	N/A	N/A	N/A	N/A	0.00
PROFESSIONAL FEES	N/A	N/A	N/A	N/A	0.00
U.S. TRUSTEE QUARTERLY FEES	307.02	N/A	N/A	N/A	307.02
COURT COSTS	N/A	N/A	N/A	N/A	0.00
<b>TOTAL DISBURSEMENTS</b>	<b>9,296.54</b>	<b>N/A</b>	<b>N/A</b>	<b>N/A</b>	<b>9,296.54</b>
NET CASH FLOW (RECEIPTS LESS DISBURSEMENTS)	4,561.81				4,561.81
<b>CASH - END OF MONTH</b>	<b>4,561.81</b>				<b>4,561.81</b>

\*COMPENSATION TO SOLE PROPRIETORS FOR SERVICES RENDERED TO BANKRUPTCY ESTATE

**THE FOLLOWING SECTION MUST BE COMPLETED**

<b>DISBURSEMENTS FOR CALCULATING U.S. TRUSTEE QUARTERLY FEES:</b>	
<b>TOTAL DISBURSEMENTS</b>	9,296.54
LESS: TRANSFERS TO DEBTOR IN POSSESSION ACCOUNTS	0
PLUS: ESTATE DISBURSEMENTS MADE BY OUTSIDE SOURCES (i.e. from escrow accounts)	0
<b>TOTAL DISBURSEMENTS FOR CALCULATING U.S. TRUSTEE QUARTERLY FEES</b>	<b>9,296.54</b>



4:53 PM

11/13/17

**Reconciliation Detail****Debtor-In-Possession - 5211, Period Ending 10/31/2017**

Type	Date	Num	Name	Clr	Amount	Balance
<b>Beginning Balance</b>						6,908.35
<b>Cleared Transactions</b>						
<b>Checks and Payments - 3 items</b>						
Bill Pmt -Check	10/10/2017	105	Commerce Bank & ...	X	-4,494.76	-4,494.76
Bill Pmt -Check	10/11/2017	106	Boston Water and S...	X	-307.02	-4,801.78
Bill Pmt -Check	10/23/2017	107	Commerce Bank & ...	X	-4,494.76	-9,296.54
Total Checks and Payments					-9,296.54	-9,296.54
<b>Deposits and Credits - 4 items</b>						
Deposit	10/11/2017			X		0.00
Bill Pmt -Check	10/11/2017		Trustee's Quaterly ...	X	0.00	0.00
Deposit	10/11/2017			X	4,450.00	4,450.00
Deposit	10/26/2017			X	2,500.00	6,950.00
Total Deposits and Credits					6,950.00	6,950.00
Total Cleared Transactions					-2,346.54	-2,346.54
Cleared Balance					-2,346.54	4,561.81
Register Balance as of 10/31/2017					-2,346.54	4,561.81
<b>New Transactions</b>						
<b>Deposits and Credits - 1 item</b>						
Bill Pmt -Check	11/08/2017		Trustee's Quaterly ...		0.00	0.00
Total Deposits and Credits					0.00	0.00
Total New Transactions					0.00	0.00
<b>Ending Balance</b>					<b>-2,346.54</b>	<b>4,561.81</b>



America's Most Convenient Bank®

T STATEMENT OF ACCOUNT

1631 HYDE PARK AVENUE LLC  
 DIP CASE 17-13308 DIST MA  
 1631 HYDE PARK AVE  
 HYDE PARK MA 02136

Page: 1 of 2  
 Statement Period: Oct 01 2017-Oct 31 2017  
 Cust Ref #: 8256015211-039-T-###  
 Primary Account #: 825-6015211

**Chapter 11 Checking**

1631 HYDE PARK AVENUE LLC  
 DIP CASE 17-13308 DIST MA

Account # 825-6015211

**ACCOUNT SUMMARY**

Beginning Balance	6,908.35	Average Collected Balance	5,586.25
Deposits	6,950.00	Interest Earned This Period	0.00
Checks Paid	9,296.54	Interest Paid Year-to-Date	0.00
Ending Balance	4,561.81	Annual Percentage Yield Earned	0.00%
		Days in Period	31

**DAILY ACCOUNT ACTIVITY**

**Deposits**

POSTING DATE	DESCRIPTION	AMOUNT
10/11	DEPOSIT	4,450.00
10/26	DEPOSIT	2,500.00
	Subtotal:	6,950.00

**Checks Paid**

No. Checks: 3

\*Indicates break in serial sequence or check processed electronically and listed under Electronic Payments

DATE	SERIAL NO.	AMOUNT	DATE	SERIAL NO.	AMOUNT
10/10	105	4,494.76	10/23	107	4,494.76
10/11	106	307.02			
			Subtotal:		9,296.54

**DAILY BALANCE SUMMARY**

DATE	BALANCE	DATE	BALANCE
09/30	6,908.35	10/23	2,061.81
10/10	2,413.59	10/26	4,561.81
10/11	6,556.57		

# How to Balance your Account

**Begin by adjusting your account register as follows:**

- Subtract any services charges shown on this statement.
- Subtract any automatic payments, transfers or other electronic withdrawals not previously recorded.
- Add any interest earned if you have an interest-bearing account.
- Add any automatic deposit or overdraft line of credit.
- Review all withdrawals shown on this statement and check them off in your account register.
- Follow instructions 2-5 to verify your ending account balance.

1. Your ending balance shown on this statement is:
2. List below the amount of deposits or credit transfers which do not appear on this statement. Total the deposits and enter on Line 2.
3. Subtotal by adding lines 1 and 2.
4. List below the total amount of withdrawals that do not appear on this statement. Total the withdrawals and enter on Line 4.
5. Subtract Line 4 from 3. This adjusted balance should equal your account balance.

<b>1</b>	<b>Ending Balance</b>		<b>4,561.81</b>
<b>2</b>	<b>Total Deposits</b>	<b>+</b>	
<b>3</b>	<b>Sub Total</b>		
<b>4</b>	<b>Total Withdrawals</b>	<b>-</b>	
<b>5</b>	<b>Adjusted Balance</b>		

**2**

DEPOSITS NOT ON STATEMENT	DOLLARS	CENTS
<b>Total Deposits</b>		<b>2</b>

**4**

WITHDRAWALS NOT ON STATEMENT	DOLLARS	CENTS

WITHDRAWALS NOT ON STATEMENT	DOLLARS	CENTS
<b>Total Withdrawals</b>		<b>4</b>

**FOR CONSUMER ACCOUNTS ONLY — IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC FUNDS TRANSFERS:**

If you need information about an electronic fund transfer or if you believe there is an error on your bank statement or receipt relating to an electronic fund transfer, telephone the bank immediately at the phone number listed on the front of your statement or write to:

**TD Bank, N.A., Deposit Operations Dept, P.O. Box 1377, Lewiston, Maine 04243-1377**

We must hear from you no later than sixty (60) calendar days after we sent you the first statement upon which the error or problem first appeared. When contacting the Bank, please explain as clearly as you can why you believe there is an error or why more information is needed. Please include:

- Your name and account number.
- A description of the error or transaction you are unsure about.
- The dollar amount and date of the suspected error.

When making a verbal inquiry, the Bank may ask that you send us your complaint in writing within ten (10) business days after the first telephone call.

We will investigate your complaint and will correct any error promptly. If we take more than ten (10) business days to do this, we will credit your account for the amount you think is in error, so that you have the use of the money during the time it takes to complete our investigation.

**INTEREST NOTICE**

Total interest credited by the Bank to you this year will be reported by the Bank to the Internal Revenue Service and State tax authorities. The amount to be reported will be reported separately to you by the Bank.

**FOR CONSUMER LOAN ACCOUNTS ONLY — BILLING RIGHTS SUMMARY**

In case of Errors or Questions About Your Bill:

If you think your bill is wrong, or if you need more information about a transaction on your bill, write us at P.O. Box 1377, Lewiston, Maine 04243-1377 as soon as possible. We must hear from you no later than sixty (60) days after we sent you the FIRST bill on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights. In your letter, give us the following information:

- Your name and account number.
- The dollar amount of the suspected error.
- Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are unsure about.

You do not have to pay any amount in question while we are investigating, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you question.

**FINANCE CHARGES:** Although the Bank uses the Daily Balance method to calculate the finance charge on your Moneyline/Overdraft Protection account (the term "ODP" or "OD" refers to Overdraft Protection), the Bank discloses the Average Daily Balance on the periodic statement as an easier method for you to calculate the finance charge. The finance charge begins to accrue on the date advances and other debits are posted to your account and will continue until the balance has been paid in full. To compute the finance charge, multiply the Average Daily Balance times the Days in Period times the Daily Periodic Rate (as listed in the Account Summary section on the front of the statement). The Average Daily Balance is calculated by adding the balance for each day of the billing cycle, then dividing the total balance by the number of Days in the Billing Cycle. The daily balance is the balance for the day after advances have been added and payments or credits have been subtracted plus or minus any other adjustments that might have occurred that day. There is no grace period during which no finance charge accrues. Finance charge adjustments are included in your total finance charge.

Document Page 36 of 43  
**1631 Hyde Park Avenue, LLC**  
**Statement of Operations**

October 2017

Accrual Basis

Type	Date	Num	Name	Memo	Clr	Split	Amount	Balance
<b>Ordinary Income/Expense</b>								
<b>Income</b>								
<b>Rental Income</b>								
Invoice	10/01/2017	4	1631 Hyde Park Ave...	Monthly Rent for October 2017		Accounts Rece...	1,200.00	1,200.00
Invoice	10/01/2017	5	1631 Hyde Park Ave...	Monthly Rent for October 2017		Accounts Rece...	3,250.00	4,450.00
Invoice	10/01/2017	7	1631 Hyde Park Ave...	Monthly Rent for October 2017		Accounts Rece...	2,500.00	6,950.00
Total Rental Income							6,950.00	6,950.00
Total Income							6,950.00	6,950.00
<b>Expense</b>								
<b>Utilities</b>								
Bill	10/01/2017		Boston Water and S...	Water & Sewer		Accounts Paya...	307.02	307.02
Total Utilities							307.02	307.02
Total Expense							307.02	307.02
Net Ordinary Income							6,642.98	6,642.98
<b>Net Income</b>							<b>6,642.98</b>	<b>6,642.98</b>

Document Page 37 of 43  
1631 Hyde Park Avenue, LLC**Balance Sheet**

As of October 31, 2017

Accrual Basis

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	<u>Oct 31, 17</u>
<b>ASSETS</b>	
<b>Current Assets</b>	
Checking/Savings	
Debtor-In-Possession - 5211	4,561.81
<b>Total Checking/Savings</b>	<u>4,561.81</u>
<b>Total Current Assets</b>	<u>4,561.81</u>
<b>TOTAL ASSETS</b>	<b><u>4,561.81</u></b>
<b>LIABILITIES &amp; EQUITY</b>	
<b>Liabilities</b>	
Long Term Liabilities	
Commerce Bank & Trust (2 Loans)	657,402.62
<b>Total Long Term Liabilities</b>	<u>657,402.62</u>
<b>Total Liabilities</b>	657,402.62
<b>Equity</b>	
Opening Balance Equity	-666,392.14
Net Income	13,551.33
<b>Total Equity</b>	<u>-652,840.81</u>
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b><u>4,561.81</u></b>

1631 HYDE PARK AVENUE, LLC  
Debtor

Case No. 17-13308  
Reporting Period 10/1/17 - 10/31/17

**STATUS OF POST-PETITION TAXES**

The beginning tax liability should be the ending liability from the prior month or, if this is the first report, the amount should be zero.

	Beginning Tax Liability	Amount Withheld or Accrued	Amount Paid	Date Paid	Ending Tax Liability
<b>Federal</b>					
Employee income tax withheld	0	0	0	0	0
Employee FICA taxes	0	0	0	0	0
FICA-Employer	0	0	0	0	0
Unemployment taxes	0	0	0	0	0
Income tax	0	0	0	0	0
Other: _____	0	0	0	0	0
<b>Total Federal Taxes</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>State and Local</b>					
Income Tax Withholding	0	0	0	0	0
Sales and Use	0	0	0	0	0
Excise	0	0	0	0	0
Unemployment	0	0	0	0	0
Real Property	0	0	0	0	0
Personal Property	0	0	0	0	0
Other: _____	0	0	0	0	0
<b>Total State and Local</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Total Taxes</b>					

**SUMMARY OF UNPAID POST-PETITION DEBTS**

	Number of Days Past Due				Total
	0-30	31-60	61-90	Over 90	
Accounts Payable	0	0	0	0	0
Wages Payable	0	0	0	0	0
Rent/Leases-Building	0	0	0	0	0
Rent/Leases-Equipment	0	0	0	0	0
Secured Debt/Adequate Protection Payments	8,989.52	0	0	0	0
Professional Fees	0	0	0	0	0
Amounts Due to Insiders	0	0	0	0	0
Withholding for Employee Healthcare	0	0	0	0	0
Premiums, Pensions & Other Benefits	0	0	0	0	0
Other: _____	0	0	0	0	0
<b>Total Postpetition Debts</b>	<b>8,989.52</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

Explain how and when the Debtor intends to pay any past-due post-petition debts.

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

1631 HYDE PARK AVENUE, LLC  
Debtor

Case No. 17-13308  
Reporting Period 10/1/17 - 10/31/17

**ACCOUNTS RECEIVABLE RECONCILIATION AND AGING**

<b>ACCOUNTS RECEIVABLE RECONCILIATION (Pre- &amp; Post- Petition)</b>	<b>Petition Date Scheduled Amount</b>	<b>Current Month</b>
Accounts Receivable Beginning Balance	6,950.00	6,950.00
Plus: Billings During the Month		0
Less: Collections During the Month		6,950.00
Adjustments or WriteOffs*		0
Accounts Receivable Ending Balance**		0

<b>ACCOUNTS RECEIVABLE AGING</b>	<b>Current Month</b>
0 - 30 Days	0
31 - 60 Days	0
61 - 90 Days	0
Over 90 Days	0
<b>Total Accounts Receivable**</b>	6,950.00
Amount considered uncollectible (Bad Debt)	0
Accounts Receivable (Net)	0

\* Attach explanation of any adjustment or writeoff.

\*\* The "current month" of these two lines must equal.

**1631 HYDE PARK AVENUE, LLC**  
 Debtor

Case No. **17-13308**  
 Reporting Period **10/1/17 - 10/31/17**

**Supporting Schedules and Disclosures**

<b>POST-PETITION STATUS OF SECURED NOTES, LEASES, AND ADEQUATE PROTECTION PAYMENTS</b>				
<b>Name of Creditor</b>	<b>Scheduled Monthly Payment Due</b>	<b>Amount Paid During Month</b>	<b>Total Unpaid Post-Petition</b>	<b>Total Number of Post-Petition Payments in Arrears</b>
Commerce Bank	\$4,494.76	\$8,989.52	0	\$8,989.52

<b>Confirmation of Insurance</b>	
<b>TYPE of POLICY and INSURANCE CARRIER</b>	<b>Period of Coverage</b>
Commercial General Liability, Telamon Insurance Agency	9/26/2017 9/26/2018

**Describe Pertinent Developments, Events, and Matters During this Reporting Period (including changes in senior management, change of address, disputes with creditors, etc.)**

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# EXHIBIT E

**1631 Hyde Park Avenue, LLC  
Projections for the Plan of Reorganization**

	<u>Sep '17</u>	<u>Oct '17</u>	<u>Nov '17</u>	<u>Dec '17</u>	<u>Jan '18</u>	<u>Feb '18</u>	<u>Mar '18</u>	<u>Apr '18</u>	<u>May '18</u>	<u>Jun '18</u>	<u>Jul '18</u>	<u>Aug '18</u>	<u>Sep '18</u>	<u>Oct '18</u>	<u>Nov '18</u>
Cash - beginning of period	-	6,950	4,603	13,405	15,860	13,615	14,353	15,091	12,846	13,584	14,322	12,077	12,815	13,553	11,308
Rents received	6,950	6,950	13,622	6,950	6,950	6,950	6,950	6,950	6,950	6,950	6,950	6,950	6,950	6,950	6,950
Expenditures:															
Secured debt - Commerce Bank		8,990	4,495	4,495	4,495	4,495	4,495	4,495	4,495	4,495	4,495	4,495	4,495	4,495	4,495
Water & Sewer		307			307			307			307			307	
Property Taxes					2,351			2,351			2,351			2,351	
Total Expenditures	<u>-</u>	<u>9,297</u>	<u>4,495</u>	<u>4,495</u>	<u>7,153</u>	<u>4,495</u>	<u>4,495</u>	<u>7,153</u>	<u>4,495</u>	<u>4,495</u>	<u>7,153</u>	<u>4,495</u>	<u>4,495</u>	<u>7,153</u>	<u>4,495</u>
Cash Available for Plan Payments	<u>6,950</u>	<u>4,603</u>	<u>13,730</u>	<u>15,860</u>	<u>15,657</u>	<u>16,070</u>	<u>16,808</u>	<u>14,888</u>	<u>15,301</u>	<u>16,039</u>	<u>14,119</u>	<u>14,532</u>	<u>15,270</u>	<u>13,350</u>	<u>13,763</u>
Plan Payments:															
Secured Debt - Commerce Bank					1,300	1,300	1,300	1,300	1,300	1,300	1,300	1,300	1,300	1,300	1,300
Trustee Fees			325		325			325			325			325	
Admin Legal Fees - Daniel Occena, ESQ					417	417	417	417	417	417	417	417	417	417	417
Total Plan Payments	<u>-</u>	<u>-</u>	<u>325</u>	<u>-</u>	<u>2,042</u>	<u>1,717</u>	<u>1,717</u>	<u>2,042</u>	<u>1,717</u>	<u>1,717</u>	<u>2,042</u>	<u>1,717</u>	<u>1,717</u>	<u>2,042</u>	<u>1,717</u>
Cash - end of period	<u>6,950</u>	<u>4,603</u>	<u>13,405</u>	<u>15,860</u>	<u>13,615</u>	<u>14,353</u>	<u>15,091</u>	<u>12,846</u>	<u>13,584</u>	<u>14,322</u>	<u>12,077</u>	<u>12,815</u>	<u>13,553</u>	<u>11,308</u>	<u>12,046</u>

\*Upon confirmation of the Chapter 11 Plan, the IRS, in addition to T-mobile, will receive a lump sum of \$500 and \$352 respectively.

**1631 Hyde Park Avenue, LLC**  
**Projections for the Plan of Reorg.**

	<u>Dec '18</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>
Cash - beginning of period	12,046	12,784	9,712	6,640	3,568
Rents received	6,950	83,400	83,400	83,400	83,400
Expenditures:					
Secured debt - Commerce Bank	4,495	53,940	53,940	53,940	53,940
Water & Sewer		1,228	1,228	1,228	1,228
Property Taxes		9,404	9,404	9,404	9,404
Total Expenditures	<u>4,495</u>	<u>64,572</u>	<u>64,572</u>	<u>64,572</u>	<u>64,572</u>
Cash Available for Plan Payments	<u>14,501</u>	<u>31,612</u>	<u>28,540</u>	<u>25,468</u>	<u>22,396</u>
Plan Payments:					
Secured Debt - Commerce Bank	1,300	15,600	15,600	15,600	15,600
Trustee Fees		1,300	1,300	1,300	1,300
Admin Legal Fees - Daniel Occena, ES	417	5,000	5,000	5,000	5,000
Total Plan Payments	<u>1,717</u>	<u>21,900</u>	<u>21,900</u>	<u>21,900</u>	<u>21,900</u>
Cash - end of period	<u>12,784</u>	<u>9,712</u>	<u>6,640</u>	<u>3,568</u>	<u>496</u>

\*Upon confirmation of the Chapter 1