

B25B (Official Form 25B) (12/08)

UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF NORTH CAROLINA
DURHAM DIVISION

IN RE:

RFI MANAGEMENT, INC.

DEBTOR

CHAPTER 11

CASE NO. 17-80247

DEBTOR'S SECOND AMENDED DISCLOSURE STATEMENT
DATED JANUARY 18, 2018

I. INTRODUCTION

This is the disclosure statement (the "Disclosure Statement") in the small business chapter 11 case of RFI Management, Inc. (the "Debtor"). This Disclosure Statement contains information about the Debtor and describes the Amended Chapter 11 Plan (the "Amended Plan") filed by the Debtor on January 18, 2018. A full copy of the Amended Plan is attached to this Disclosure Statement as **Exhibit A**.

Your rights may be affected. You should read the Amended 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 Amended Plan are discussed at pages 6 to 9 of this Disclosure Statement. General unsecured creditors are classified in Classes 2 and 3, and will receive a distribution of 100% of their allowed claims, to be distributed initially with monthly payments, and shifting to quarterly payments beginning in the 6th quarter payment that payments become due under the Amended Plan.

A. Purpose of This Document

This Disclosure Statement describes:

- The Debtor and significant events during the bankruptcy case,
- How the Amended 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 Amended Plan is confirmed),
- Who can vote on or object to the Amended Plan,
- What factors the Bankruptcy Court (the "Court") will consider when deciding whether to confirm the Amended Plan,
- Why the Debtor believes the Amended Plan is feasible, and how the treatment of your claim or equity interest under the Amended Plan compares to what you would receive on your claim or equity interest in liquidation, and
- The effect of confirmation of the Amended Plan.

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

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

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

1. *Order Regarding Hearing to Finally Approve This Disclosure Statement and Confirm the Amended Plan and Deadline for Voting to Accept or Reject the Amended Plan*

The Bankruptcy Court will set a hearing to finally approve this Disclosure Statement and for confirmation of the Amended Plan to determine whether the Amended Plan has been accepted by the requisite number of creditors and whether the other requirements for confirmation of the Amended Plan have been satisfied. The confirmation hearing will be scheduled by the Bankruptcy Court by court order. Any objection to confirmation must be made in writing and filed with: Clerk, U.S. Bankruptcy Court, Middle District of North Carolina, 101 S. Edgeworth Street, Greensboro, North Carolina 27401 as indicated in the order establishing the date for the confirmation hearing.

2. *Deadline for Voting to Accept or Reject the Amended Plan*

The Court entered an order establishing the date of the confirmation hearing for January 18, 2018 which also provided the deadline for acceptance or rejection of the Amended Plan. The Debtor has moved the Court to extend those deadlines, and a copy of the order extending those deadlines has been enclosed with this Disclosure Statement. A Ballot to be used for voting to accept or reject the Amended Amended Plan has also been enclosed with all copies of this Disclosure Statement mailed to Creditors whose rights are impaired by provisions of the Amended Plan. Any Claim with respect to which the legal, contractual, or equitable rights are altered, modified, or changed by the proposed treatment under the Amended Plan is considered “impaired”. The Debtor believes that Classes 1 through 4 are impaired. After carefully reviewing this Disclosure Statement and its exhibits, please indicate your vote on the enclosed Ballot.

If you have already submitted a Ballot, there is no need to submit a new ballot unless you wish to change your acceptance to rejection or rejection to acceptance.

To be counted, your Ballot must be received at the address listed below within the time frame set by the order of the Bankruptcy Court conditionally approving this Disclosure Statement:

Clerk, U.S. Bankruptcy Court
PO Box 26100
101 South Edgeworth Street

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Greensboro, NC 27402-6100

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

If you have any questions with respect to filling out your Ballot, you may contact the Debtor's attorney at the following address:

James C. White
Parry Tyndall White
100 Europa Drive, Suite 401
Chapel Hill, NC 27517
jwhite@ptwfirm.com
(919) 246-4676

C. **Disclaimer**

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

II. BACKGROUND

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

The Debtor is a corporation in the business of commercial construction. The Debtor serves as a subcontractor installing a full range of flooring products and wall materials, principally in hotel properties across the United States and Puerto Rico.

B. **Insiders of the Debtor**

1. Edward Rosa – Mr. Rosa is the sole owner and President of the Debtor. Mr. Rosa supervises all the work performed by the Debtor and performs some of the work himself. The Bankruptcy Court approved post-petition compensation for services provided by Mr. Rosa in the monthly amount of \$8,000.00, which has been paid to Mr. Rosa on a monthly basis since the Petition Date.
2. Anabel Rosa – Ms. Rosa is the spouse of Mr. Rosa. Ms. Rosa manages the Debtor's day-to-day accounting, including invoicing, collections, and bookkeeping. During the year prior to the commencement of the Debtor's bankruptcy case, Ms. Rosa received no compensation, and no compensation has been paid to Ms. Rosa since the Petition Date.

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, Mr. Rosa served as sole owner and President of the Debtor. Mr. Rosa has continued to serve in that role during the Debtor's Chapter 11 case.

After the effective date of the order confirming the Amended Plan, Mr. Rosa and Ms. Rosa will continue their roles in managing the Debtor. The responsibilities and compensation of these Post Confirmation Managers are described in section II.B of this Disclosure Statement.

D. Events Leading to Chapter 11 Filing

In the two years before filing, the Debtor experienced rapid growth. However, the company lacked proper financial controls. As a subcontractor, Debtor is paid through monthly per project draws. The Debtor fell behind on submitting its billing, and encountered some general contractors who were slow in making payments. The Debtor began to rely on high-cost short term loans to close funding gaps, which ultimately increased cash flow pressures. As cash began to dry up, the Debtor fell behind on a loan to Swift Capital, which precipitated this filing.

E. Significant Events During the Bankruptcy Case

1. Appointment of Debtor as debtor-in-possession. After the Petition Date, the Debtor continued to handle its own finances as debtor-in-possession under sections 1107 and 1108 of the Bankruptcy Code.
2. Monthly Reports. The Debtor has filed monthly reports with the Bankruptcy Administrator.
3. Operation of the Debtor. The Debtor has taken several steps to reorganize the operation of the business and maximize cash flow.
4. Other Case Information. Copies of the pleadings and orders filed in the Debtor's bankruptcy case are available at Clerk's Office, United States Bankruptcy Court, U.S. Bankruptcy Court, Middle District of North Carolina, 101 S. Edgeworth Street, Greensboro, North Carolina 27401, or via the Internet at www.ncmb.uscourts.gov.
5. Settlement of Swift Objection. Swift Capital is the Debtor's largest creditor and only secured creditor. Swift filed an objection to the Debtor's initial Plan, but the Debtor and Swift have negotiated a resolution of that objection, the specifics of which are set out in this Disclosure Statement and the Amended Plan.
6. Potential Lawsuits to Recover Accounts Receivable. The Debtor is owed accounts receivable from its completed projects in Winston-Salem and Pooler, Georgia. If the Debtor is unable to collect these accounts, it may be necessary to file suit to collect and enforce its lien rights.

F. Formation of RFI Management PR, Inc.

On or about July 8, 2017, Edward Rosa, the president and 100% shareholder of the debtor, entered into a contract with Caribbean Hotel Developers, S.E. ("Caribbean") for the renovation of a Hampton Inn

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in Puerto Rico (the “PR Hampton Inn Project”). Caribbean had indicated that it was only interested in working with a Puerto Rico based company, and on or about July 31, 2017 Mr. Rosa formed a Puerto Rico corporation called “RFI Management PR, Inc.” (“RFI PR”), which Mr. Rosa is the 100% owner of as well, for the purpose of managing the PR Hampton Inn Project. On or about September 18, 2017 RFI PR opened a bank account at Banco Popular in Puerto Rico to manage the project. Even the Debtor contends that RFI PR does not meet the statutory definition of an entity in which the estate has a substantial or controlling interest under Rule 2015.3, in the interests of full disclosure the Debtor filed a Related Entity report for RFI PR which includes bank statements, and the Debtor intends to continue to supplement that report.

The PR Hampton Inn Project is a contract valued at \$157,611.86 for the renovation of a Hampton Inn located in San Juan, Puerto Rico. The contract will be paid out in three separate installments of \$52,558.78. The first installment was paid to RFI PR on or about September 18, 2017. Edward Rosa has a long history with Caribbean and the PR Hampton Inn Project has two principal advantages over the Debtor’s current projects. First, unlike many of the jobs that the Debtor is currently working on, cash flow on the job is expected to be positive for the life of the project. Second, the job has a higher profit margin than comparable jobs done stateside by the Debtor.

The only direct involvement of the Debtor with RFI PR was on initial advance of funds in the amount of \$11,953.02. These funds were used to purchase supplies and Amended Plane tickets when Hurricane Irma made it impossible for Mr. Rosa to travel to Puerto Rico to receive the initial installment on the contract. All of these funds have been replaced to the Debtor in Possession bank account.

The Debtor stands to benefit directly from the formation of RFI PR. A pro forma financial statement that shows the income and expenses of the PR Hampton Inn Project is attached as **Exhibit “B”**. At the conclusion of the project, RFI PR is expected to have \$65,549.23 on hand as profit from the PR Hampton Inn Project.

As this Disclosure Statement demonstrates, the Debtor fully expects to be able to fund its Amended Plan from operations. However, to the extent the Debtor experiences shortfalls due to either cash flow issues or slowness in obtaining jobs, RFI PR stands ready to extend interest free loans to the Debtor to carry it through any such cash flow issues, serve as a backstop for Amended Plan payments, and ensure the feasibility of the Amended Plan.

G. Projected Recovery of Avoidable Transfers

The Debtor does not expect that any funds may be realized from the recovery of fraudulent, preferential or other avoidable transfers. The results of litigation cannot be predicted with certainty and it is possible that causes of action may be identified.

H. 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 Amended Plan.

I. Current and Historical Financial Conditions

The identity and fair market value of the estate's assets are listed in the liquidation analysis attached as **Exhibit "C"**.

The liquidation analysis attached as **Exhibit C** values accounts receivable as of December 31, 2017.

The most recent post-petition operating report filed since the commencement of the Debtor's bankruptcy case is set forth in **Exhibit "D"**.

J. Projected Future Projects

A pro forma financial statement, based on the Debtor's filed monthly reports, that shows how the Debtor has successfully conducted five construction projects since filing this Chapter 11 bankruptcy, is attached as **Exhibit "E"**. The Debtor's work is project-based, and the Debtor has been able to manage overhead, officer compensation and administrative costs of this bankruptcy in addition to direct project costs. The Debtor is in the process of negotiating contracts on five potential projects:

- Home 2 Suites – Charlotte
- Hampton Inn – Charlotte
- Hotel – Winston-Salem
- Fairfield Inn – Charlotte
- Springhill Suites – Charlotte
- Holiday Inn - Charlotte

Because these projects are not yet signed, it is difficult to do projections of income and expenses beyond the completion of the Debtor's present projects. However, based upon the profitability of prior projects, the Debtor is confident that there will be more than enough cash flow to fund its proposed Amended Plan.

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

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

As required by the Code, the Amended Plan places claims and equity interests in various classes and describes the treatment each class will receive. The Amended Plan also states whether each class of claims or equity interests is impaired or unimpaired. If the Amended Plan is confirmed, your recovery will be limited to the amount provided by the Amended 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 Amended Plan. They may, however, object if, in their view, their treatment under the Amended Plan does not comply with that required by the Code. As such, the Debtor has *not* placed the following claims in any class:

B25B (Official Form 25B) (12/08) – Cont.**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 Amended 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 Amended Plan:

<u>Type</u>	<u>Estimated Amount Owed</u>	<u>Proposed Treatment</u>
Professional Fees, as approved by the Court.	\$32,000.00	Paid in full on the effective date of the Amended Plan, or according to separate written agreement, or according to court order if such fees have not been approved by the Court on the effective date of the Amended Plan
Clerk's Office Fees	\$0.00	Paid in full on the effective date of the Amended Plan
TOTAL	\$32,000.00	

2. Priority Tax Claims

Priority tax claims are unsecured income, employment, and other taxes described by section 507(a)(8) of the Code. Unless the holder of such a section 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 section 507(a)(8) priority tax claims and their proposed treatment under the Amended Plan:

Description (name and type of tax)	Estimated Amount Owed	Date of Assessment	Treatment
None	N/A	N/A	N/A

C. Classes of Claims and Equity Interests

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

Class #	Description	Impairment	Treatment
1	Secured Claim of Swift Financial Corporation d/b/a Swift Capital Total amount of claim = \$113,838.02	Impaired	Paid in full over seventeen (17) monthly payments.

2. *Classes 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. Pursuant to §1122(b), a Amended Plan may designate a separate class of claims consisting only of every unsecured claim that is less than or reduced to an amount that the court approves as reasonable and necessary for administrative convenience. This class will be paid interest at the Federal Judgment Rate, which is presently 1.26%, until paid in full.

The following chart identifies the Amended Plan's proposed treatment of Classes 2 through 4, which contain general unsecured claims against the Debtor:

Class #	Description	Impairment	Treatment
2	§ 1122(b) Administrative Convenience Class	Impaired	Paid 100% in the first monthly payment due under the Amended Plan.
3	General Unsecured Class	Impaired	Quarterly Payments Begin with the 6 th quarter after the effective date = \$8,551.98 Payments continue from the 7 th quarter

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			through the 12 th quarter	= \$20,400.00
			Final, 13 th payment	= \$17,011.68
			Estimated percent of claim paid	= 100%

4. *Class 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 Amended Plan’s proposed treatment of the class of equity interest holders:

Class #	Description	Impairment	Treatment
4	Equity interest holders	Impaired	Retain current interests.

D. **Means of Implementing the Amended Plan**

Payments and distributions under the Amended Plan will be funded by cash flow from operations.

E. **Executory Contracts and Unexpired Leases**

The Amended Plan lists all executory contracts and unexpired leases that the Debtor will assume under the Amended 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. The Amended Plan 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 Amended Plan within the deadline for objecting to the confirmation of the Amended Plan, unless the Court has set an earlier time.

All executory contracts and unexpired leases that are not listed in the Amended Plan will be rejected under the Amended 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 Amended Plan within the deadline for objecting to the confirmation of the Amended Plan.

The Deadline for Filing a Proof of Claim Based on a Claim Arising from the Rejection of a Lease or Contract Is Thirty (30) Days After the Date of the Order Confirming the Amended Plan.

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.

F. Tax Consequences of Amended Plan

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

IV. CONFIRMATION REQUIREMENTS AND PROCEDURES

To be confirmable, the Amended Plan must meet the requirements listed in sections 1129(a) or (b) of the Code. These include the requirements that: the Amended Plan must be proposed in good faith; at least one impaired class of claims must accept the Amended Plan, without counting votes of insiders; the Amended 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 Amended Plan; and the Amended Plan must be feasible. These requirements are not the only requirements listed in section 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 Amended 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 Amended Plan. A creditor or equity interest holder has a right to vote for or against the Amended 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.

In this case, the Amended Plan Proponent believes that classes 1 through 4 are impaired and that holders of claims in each of these classes are therefore entitled to vote to accept or reject the Amended 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 Amended 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 July 25, 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 Amended Plan. As provided in section 1124 of the Code, a class is considered impaired if the Amended 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 sections 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 Amended Plan;
- administrative expenses.

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

G. *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 Amended Plan in each capacity, and should cast one ballot for each claim.

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

If impaired classes exist, the Court cannot confirm the Amended Plan unless (1) at least one impaired class of creditors has accepted the Amended Plan without counting the votes of any insiders within that class, and (2) all impaired classes have voted to accept the Amended Plan, unless the

Amended 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 Amended Plan*

A class of claims accepts the Amended 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 Amended 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 Amended Plan.

A class of equity interests accepts the Amended 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 Amended Plan.

2. *Treatment of Nonaccepting Classes*

Even if one or more impaired classes reject the Amended Plan, the Court may nonetheless confirm the Amended Plan if the nonaccepting classes are treated in the manner prescribed by section 1129(b) of the Code. A Amended Plan that binds nonaccepting classes is commonly referred to as a “cram down” Amended Plan. The Code allows the Amended Plan to bind nonaccepting classes of claims or equity interests if it meets all the requirements for consensual confirmation except the voting requirements of section 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 Amended 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 Amended Plan, the Court must find that all creditors and equity interest holders who do not accept the Amended Plan will receive at least as much under the Amended 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 B**.

D. **Feasibility**

The Court must find that confirmation of the Amended 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 Amended Plan.

1. *Ability to Make Future Amended Plan Payments and Operate Without Further Reorganization*

The Amended Plan Proponent believes that the Debtor will have enough cash on hand and cash flow to fund the Amended Plan. Amended Plan payments are equal to \$6,800.00 per month, the

amount that the Debtor has consistently paid since filing to Swift as adequate protection payments. The Debtor's Monthly Reports demonstrate the cash on hand and cash flow of the Debtor for the months after filing this Chapter 11 Amended Plan.

V. EFFECT OF CONFIRMATION OF AMENDED PLAN

A. DISCHARGE OF DEBTOR

Discharge. On the effective date of the Amended Plan, the Debtor shall be discharged from any debt that arose before confirmation of the Amended Plan, subject to the occurrence of the effective date, to the extent specified in section 1141(d)(1)(A) of the Code, except that the Debtor shall not be discharged of any debt (i) imposed by the Amended Plan, (ii) of a kind specified in section 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 section 1141(d)(6)(B). After the effective date of the Amended 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 AMENDED PLAN

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

The Amended Plan Proponent may also seek to modify the Amended Plan at any time after confirmation only if (1) the Amended Plan has not been substantially consummated *and* (2) the Court authorizes the proposed modifications after notice and a hearing.

C. FINAL DECREE

Once the estate has been fully administered, as provided in Rule 3022 of the Federal Rules of Bankruptcy Procedure, the Debtor, or such other party as the Court shall designate in the Amended 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.

Dated January 18, 2018

/s/ Edward Rosa

Edward Rosa

PARRY TYNDALL WHITE

/s/ James C. White

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Attorneys for Debtor RFI Management, Inc.

**UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF NORTH CAROLINA
DURHAM DIVISION**

IN RE:

RFI MANAGEMENT, INC.

DEBTOR

CHAPTER 11

CASE NO. 17-80247

**DEBTOR'S FIRST AMENDED AMENDED PLAN OF REORGANIZATION,
DATED JANUARY 18, 2018**

**ARTICLE I
SUMMARY**

This Amended Plan of Reorganization (the "Amended Plan") under Chapter 11 of the Bankruptcy Code (the "Code") proposes to pay creditors of RFI Management, Inc. (the "Debtor") from cash flow from operations.

This Amended Plan provides for 1 class of secured claims; 2 classes of unsecured claims; and 1 class of equity security holders. Unsecured creditors holding allowed claims will receive distributions, which the proponent of this Amended Plan has valued at 100 cents on the dollar. This Amended Plan also provides for the payment of administrative claims upon the effective date or as otherwise agreed by the claim holders.

All creditors and equity security holders should refer to Articles III through VI of this Amended Plan for information regarding the precise treatment of their claim. A disclosure statement that provides more detailed information regarding this Amended Plan and the rights of creditors and equity security holders has been circulated with this Amended 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 | <u>Class 1.</u> | Secured claim of Swift Financial Corporation d/b/a Swift Capital. |
| 2.02 | <u>Class 2.</u> | Administrative convenience class including claims in amounts of less than \$1000.00. |
| 2.03 | <u>Class 3.</u> | All unsecured claims allowed under § 502 of the Code. |
| 2.04 | <u>Class 4.</u> | Equity interests of the Debtor. |

ARTICLE III
TREATMENT OF ADMINISTRATIVE EXPENSE CLAIMS
AND PRIORITY TAX CLAIMS

3.01 Unclassified Claims. Under section 1123(a)(1), administrative expense claims and priority tax claims are not in classes.

3.02 Administrative Expense Claims. Each holder of an administrative expense claim allowed under section 503 of the Code will be paid in full on the Effective Date of this Amended 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.

3.03 Priority Tax Claims. The Debtor is not aware of the existence of any priority tax claims against it. Accordingly, this Amended Plan provides for no payment toward any priority tax claims.

ARTICLE IV
TREATMENT OF CLAIMS AND INTERESTS UNDER THE AMENDED PLAN

4.01 Claims shall be paid in one payment of \$6,800.00 plus the amount of the administrative convenience class, 13 monthly payments of \$6,800.00, one quarterly payment of \$8,551.98, six quarterly payments of \$20,800.00 and one payment of approximately \$17,011.68. The first such payment shall be due on the earlier of January 15, April 15, July 15, or October 15 following the Effective Date and shall continue quarterly thereafter.

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

Class	Impairment	Treatment
Class 1 – Swift Financial Corporation d/b/a Swift Capital	Impaired	Paid in full over seventeen (17) monthly payments.
Class 2 – Administrative Convenience Class	Impaired	Paid 100% in the first payment due under the Amended Plan, which payment shall equal \$6,800.00 plus the amount of payments to the convenience class. Any Creditor desiring to reduce its claim to \$1000.00 must make that election on the ballot it submits when voting on the Amended Plan.
Class 3 – General Unsecured Creditors	Impaired	Paid 100% in 8 quarterly payments, beginning with the sixth quarter after the Effective Date.
Class 4 – Equity Holders of the Debtor	Impaired	Retain current interests.

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4.03 Swift Capital shall have a continuing post-petition lien and security interest in all property and categories of property of the Debtor in which and of the same priority as it held a similar, unavoidable security interest as of the Petition Date, and the proceeds thereof, whether acquired pre-petition or post-petition (the “Post-petition Collateral”), equivalent to a lien granted under §§ 364(c)(2) and (3) of the Bankruptcy Code, but only to the extent of funds used for purposes other than plan payments to Swift Capital. The validity, enforceability, and perfection of the aforesaid post-confirmation liens on the Post-petition Collateral shall not depend upon filing, recordation, or any other act required under applicable state or federal law, rule, or regulation. Despite this continuing lien, the Debtor may, in its reasonable business judgment and without Swift’s express written consent, use accounts receivable to conduct all aspects of its business consistent with past practices, employ adequate staff and subcontractors to maintain the operations of its business, and pay reasonable compensation to its officers.

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 no executory contracts and/or unexpired leases effective upon the date of the entry of the order confirming this Amended Plan:

(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, upon the date of the entry of the order confirming this Amended Plan. 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 thirty (30) days after the date of the order confirming this Amended Plan.

ARTICLE VII

MEANS FOR IMPLEMENTATION OF THE AMENDED PLAN

7.01 Means for Implementing the Amended Plan. Debtor proposes to satisfy creditor claims from cash flow from operations.

7.02 Closing Case. After substantial consummation of the Debtor's Chapter 11 Amended Plan, the Chapter 11 Case will be closed.

7.03 Pre-Payment Penalties. There shall be no pre-payment penalties if the Debtor is able to make Amended Plan payments ahead of any scheduled dates or time frames as set forth in the Amended Plan.

7.04 Distributions. Debtor's counsel, Parry Tyndall White, shall serve as Disbursing Agent. Any distribution required to be made hereunder on a day other than a business day shall be made on the next succeeding business day. All distributions shall be made to the address for payments that is listed on the creditor's proof of claim, or to the address listed on the Debtor's Schedules if the creditor has not filed a proof of claim and is not required to file a proof of claim. All payments or distributions made by the Debtor shall be applied as indicated in the respective treatment for each creditor, or if no such application of payments is specified, then payments shall be applied first to outstanding interest and then to principal. Except as expressly stated in the Amended Plan, or allowed by a Final Order of the Bankruptcy Court, no interest, penalty, or late charge shall be allowed on any claim subsequent to the Petition Date, unless otherwise required by the Code. No attorneys' fees or expenses shall be paid with respect to any claim except as specified herein or as allowed by a Final Order of the Court. Administrative claims unpaid upon the date of the entry of the order confirming this Amended Plan will be paid from funds on hand or as the parties otherwise agree.

7.05 Unclaimed Property. If any distribution remains unclaimed for a period of 90 days after it has been delivered, or attempted to be delivered, such unclaimed property shall be forfeited by such holder of the claim and the Disbursing Agent shall not attempt to make any further distribution of such holder of the claim. Undistributed property shall be returned to the Debtor for distribution in accordance with the Amended Plan.

7.06 Default. Failure to make payment as such payment comes due under the Amended Plan constitutes an Event of Default. Upon the occurrence of an Event of Default which is not excused, postponed, modified, or waived, and after giving notice to the Debtor and an opportunity to cure within 30 days, holders of claims and parties in interest may exercise all rights and remedies available under this Amended Plan, the Code, and state law.

7.07 Objections. All objections to claims, fee applications, and adversary proceedings will be filed with the Court within 60 days after the date of the entry of the order confirming this Amended Plan, or 60 days after a claim or fee application is filed, whichever is later.

7.08 Claims Paid by Third Parties. To the extent a claim holder receives payment in full or in part on account of such claim from a party other than the Debtor, such creditor shall, within two (2) weeks of receipt of payment, inform the Debtor of such payment, and such

creditor's claim shall be reduced accordingly for purposes of distribution under the Amended Plan.

7.09 Professional Compensation. Professional fees and expenses will be paid on the date of the entry of the order confirming this Amended Plan or as soon thereafter as they are approved by the Bankruptcy Court. Current counsel for the Debtor and Reorganized Debtor, and the current Court approved accountants and special counsel for the Debtor and Reorganized Debtor shall not be subject to the fee application process for services rendered post-confirmation in furtherance or implementation of the confirmed Amended Plan.

ARTICLE VII

GENERAL PROVISIONS

8.01 Definitions and Rules of Construction. The definitions and rules of construction set forth in sections 101 and 102 of the Code shall apply when terms defined or construed in the Code are used in this Amended Plan.

8.02 Effective Date of Amended Plan. The effective date of this Amended 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 Amended 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 Amended Plan.

8.04 Binding Effect. The rights and obligations of any entity named or referred to in this Amended 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 Amended Plan are for convenience of reference only and do not affect the meaning or interpretation of this Amended 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 State of North Carolina govern this Amended Plan and any agreements, documents, and instruments executed in connection with this Amended Plan, except as otherwise provided in this Amended Plan.

8.07 Corporate Governance. In accordance with section 1123(a)(6) of the Code, the charter of the Reorganized Debtor will prohibit the issuance of nonvoting equity securities. The governance of the Reorganized Debtor will otherwise remain the same as it was prior to the Petition Date.

ARTICLE IX

DISCHARGE

9.01 Discharge. On the confirmation date of this Amended Plan, the Debtor will be discharged from any debt that arose before confirmation of this Amended Plan, subject to the occurrence of the effective date, to the extent specified in section 1141(d)(1)(A) of the Code, except that the Debtor will not be discharged of any debt: (i) imposed by this Amended Plan; (ii) of a kind specified in section 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 section 1141(d)(6)(B).

Dated: January 18, 2018.

PARRY TYNDALL WHITE

/s/ James C. White

James C. White, N.C. Bar # 31859

Michelle M. Walker, N.C. Bar # 41664

100 Europa Drive, Suite 401

Chapel Hill, NC 27517

jimwhite@ptwfir.com

mwalker@ptwfir.com

(919) 246-4676

(919) 246-9113 fax

Attorneys for Debtor RFI Management, Inc.

EXHIBIT "B"**Puerto Rico Project****Total Budget**

Income	\$	157,676.34
Expenses		
Labor	\$	56,509.12
Transportation	\$	4,791.35
Materials	\$	10,826.64
Misc. Project Expenses	\$	20,000.00
Profit	\$	65,549.23

Liquidation Summary - RFI

	Total Amount	Available to Unsecureds
Sch A/B Real Property		
		-
SubTotal	-	
Sch A/B Personal Property		
Cash on Hand	47,976.36	47,976.36
Bank Accounts		-
Office furniture	500.00	500.00
Tools, wet saw, 2 carpet pullers	4,700.00	4,700.00
SubTotal	53,176.36	53,176.36

Sch E - Priority Claims

IRS	-	
NC State	-	
SubTotal	-	-

Administrative Expenses

Estimated Unpaid Administrative Claims	25,000.00	
Estimated Trustee Fees		
25% of first \$5000	1,250.00	
10% of amt from \$5000 - \$50000	5,317.64	
5% of amount from \$50,000 to \$1M		
3% of amount over \$1M	-	
SubTotal		31,567.64
Unsecured Portion of AR	56,750.63	-

Accounts Receivable 56,750.63 -
*Unsecureds would receive AR less Swift
Claim of \$113,848.02*

TOTAL DISTRIBUTION TO UNSECURED CREDITORS		21,608.72
--	--	------------------

Unsecured Claims

American Express	89,710.14	Claim #1
On Deck	11,787.00	Claim #3
Other Schedule F	44,095.50	
Less Convenience Class	(2,002.30)	
	<u>143,590.34</u>	

Premium to Unsecureds 15%

Property that would likely be collectible if immediately converted	-	
---	---	--

Based on September Monthly Report

**UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF NORTH CAROLINA
DURHAM DIVISION**

**IN RE:
RFI MANAGEMENT, INC.**

DEBTOR

**CHAPTER 11
CASE NO. 17-80247**

MONTHLY OPERATING REPORT

Month: November 1-30, 2017
Line of Business: Construction

Dated Filed: December 21, 2017
NAICS Code: 4422

In accordance with Title 28, Section 1746, of the United States Code, I declare under penalty of perjury that I have examined the following monthly operating report and the accompanying attachments and, to the best of my knowledge, these documents are true, correct and complete.

Responsible Party:

/s/ Edward Rosa *Edward c Rosa*
Original Signature of Responsible Party

Edward Rosa, President
Printed Name of Responsible Party

Questionnaire: (All questions to be answered on behalf of the debtor.)

	YES	NO	N/A
1. Is the business still operating	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Have you paid all your bills on time this month?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. Did you pay your employees on time?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. Have you deposited all of the receipts for your business in to the DIP account this month?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Have you filed all of your tax returns and paid all of your taxes this month?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Have you timely filed all other required government filings?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
7. Have you paid all of your insurance premiums this month?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8. Do you plan to continue to operate the business next month?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9. Are you current on your Chapter 11 Quarterly Fee Payment?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10. Have you paid anything to your attorney or other professional this month?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
11. Did you have any unusual or significant unanticipated expenses this month?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
12. Has the business sold any goods or provided services or transferred any assets to any business related to the DIP in any way?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
13. Do you have any bank accounts open other than the DIP account?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
14. Have you sold any assets other than inventory this month?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

- | | | | |
|---|--------------------------|-------------------------------------|--------------------------|
| 15. Did any insurance company cancel your policy this month? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 16. Have you borrowed money from anyone this month? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 17. Have you paid any bills you owed before you filed bankruptcy? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

TAXES

Do you have any past due tax returns or past due post-petition tax obligations?

YES	NO
<input type="checkbox"/>	<input checked="" type="checkbox"/>

If yes, please provide a written explanation including when such returns will be filed, or when such payments will be made and the source of the funds for the payment.

(Exhibit A)

INCOME

Please separately list all of the income you received for the month. This list should include all income from cash and credit transactions. A summary statement of income and expenses may be submitted with the prior approval of the Bankruptcy Administrator.

Total Income: **\$56.08**

(Exhibit B)

SUMMARY OF CASH ON HAND

Cash on Hand at Start of Month: **\$49,493.64**

Cash on Hand at End of Month: **\$11,261.21**

Please provide the total amount of cash currently available to you

Total: **\$11,261.21**

EXPENSES

Please separately list all expenses paid by cash or by check from your bank accounts this month. Include the date paid, who was paid the money, the purpose and the amount. A summary statement of income and expenses may be submitted with the prior approval of the Bankruptcy Administrator.

Total Expenses: **\$38,288.51**

(Exhibit C)

CASH PROFIT

Income for the month (total from Exhibit B) **\$56.08**

Expenses for the month (total from Exhibit C) **\$38,288.51**

Subtract Line C from Line B

Cash Profit for the Month **(\$38,232.43)**

UNPAID BILLS

Please attach a list of all debts (including taxes) which you have incurred since the date you filed bankruptcy but have not paid. The list must include the date the debt was incurred, who is owed the money, the purpose of the debt and when the debt is due.

A summary statement of accounts payable, with ageing information, may be submitted with the prior approval of the Bankruptcy Administrator. All unpaid non-trade payables must be listed separately, in detail.

Total Payables: **\$36,625.27**

(Exhibit D)

MONEY OWED TO YOU

Please attach a list of all amounts owed to you by your customers for work you have done or the merchandise you have sold. You should include who owes you money, how much is owed and when is payment due. A summary statement of accounts receivable, with ageing information, may be submitted with the prior approval of the Bankruptcy Administrator. All unpaid non-trade receivables must be listed separately, in detail.

Total Receivables: **\$272,632.08**

(Exhibit E)

BANKING INFORMATION

Please attach a copy of your latest bank statements for every account you have as of the date of this financial report or had during the period covered by this report.

First Citizens Checking Account xxx9603 – Operating Account

First Citizens Checking Account xxx3796 – West Ashley Project 1

First Citizens Checking Account xxx9363 – Pooler Project 2

First Citizens Checking Account xxx9494 – Sneads Ferry Project 3

First Citizens Checking Account xxx9486 – Knightdale Project 4

(Exhibit F)

EMPLOYEES

Number of employees when the case was filed? **1**

Number of employees as of the date of this monthly report? **1**

PROFESSIONAL FEES*Bankruptcy Related:*

Professional fees relating to the bankruptcy case paid during this reporting period? **\$0.00**

Total professional fees relating to the bankruptcy case paid since the filing of the case? **\$17,567.47**

Non-Bankruptcy Related:

Professional fees paid not relating to the bankruptcy case paid during this reporting period? **\$0.00**

Additional Information:

- (1) Please attach all financial reports including an income statement, balance sheet, statement of cash flows, and statement of shareholders/partner's equity which you prepare internally.**
- (2) Please add any information, such as a report of activities, which would assist a reasonably informed reviewer to fully understand the status of this bankruptcy case.**

EXHIBIT A
TAXES

-None-

EXHIBIT B&C**RFI MANAGEMENT, INC.****Profit and Loss
November 1-30, 2017**

Income

Income	56.08
--------	-------

Expenses

Per Diem	500.00
----------	--------

Mileage	1,500.00
---------	----------

Hotels	1,487.41
--------	----------

Materials	4,736.16
-----------	----------

Insurance premiums	36.67
--------------------	-------

Sub-contractors	19,000.00
-----------------	-----------

Adequate Protection Payments	6,800.00
------------------------------	----------

Software	266.11
----------	--------

Banking Fees	30.00
--------------	-------

Salary	3,032.17
--------	----------

Telephone	771.99
-----------	--------

Storage	109.00
---------	--------

Total Expenses	38,288.51
----------------	-----------

Net profit or (net loss)	(38,232.43)
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EXHIBIT D
UNPAID BILLS

Payee	Purpose of Debt	Amount of Owed as of 11/30/2017
Padgett Business Services	Accounting Fees	9,305.25
AVP Flooring Installation, Inc.	Subcontractor	7,000.00
Juventino Payez	Subcontractor	5,000.00
Parry Tyndall White	Attorney's Fees	11,014.64
Edward Rosa	Salary	3,032.17
IRS and NC Dept. of Revenue	Payroll Taxes	1,273.21
TOTAL		\$36,625.27

EXHIBIT E
MONEY OWED TO YOU

Aging Accounts Receivable as of November 30, 2017

Customer	Amount Due
Centerpointe Construction – Knightdale Project	70,096.00
Centerpointe Construction/Patel Construction Group – Winston Salem	65,708.00
Centerpointe Constuction West Ashley/Charleston, SC Charleston TownPlace Suites	92,828.08
Centerpointe Construction Pooler, GA Home 2 Suites	\$44,000.00
TOTAL	\$272,632.08

EXHIBIT F
BANKING INFORMATION

The bank statements for the following accounts are attached:

First Citizens Checking Account xxx9603 – Operating Account

First Citizens Checking Account xxx3796 – West Ashley Project 1

First Citizens Checking Account xxx9363 – Pooler Project 2

First Citizens Checking Account xxx9494 – Sneads Ferry Project 3

First Citizens Checking Account xxx9486 – Knightdale Project 4

**First Citizens Bank**

Central Bank Operations - DAC02
P.O. Box 27131
Raleigh, NC 27611-7131

IM EST
501

02457

RFI MANAGEMENT INC
DEBTOR IN POSSESSION
4229 AMERICAN DR UNIT D
DURHAM NC 27705-6407

Your Account(s) At A Glance

Checking
Balance **2,492.89+**

Statement Period: November 1, 2017 Thru November 30, 2017

Account Number : [REDACTED] 9603

**Basic Business Checking**

Account Number : [REDACTED] 9603

Enclosures In Statement: 0

Beginning Balance **38.83+**
0 Deposits 0.00
3 Other Credits 16,500.00+
5 Checks 11,832.17-
7 Other Debits 2,213.77-
Monthly Service Charge 0.00

Statement Period Days 30
Average Ledger Balance 7,693.00+

Ending Balance **2,492.89+**

Other Credits To Your Account

Date	Description	Amount
11-01	Transfer Internet 11-01 Seq # 2272 [REDACTED] 9486	9,000.00
11-17	Transfer Internet 11-17 Seq # 37085 [REDACTED] 9494	2,500.00
11-27	Transfer Internet 11-27 Seq # 99499 [REDACTED] 9486	5,000.00
Total		16,500.00

Checks Paid From Your Account

Check No.	Date	Amount	Check No.	Date	Amount	Check No.	Date	Amount
158	11-15	1,000.00	160	11-27	3,032.17	162	11-27	500.00
159	11-28	6,800.00	161	11-27	500.00			

*Prior Check Number(s) Not Included or Out of Sequence.

Other Debits From Your Account

Date	Description	Amount
11-06	Transfer Internet 11-05 Seq # 94593 [REDACTED] 3796	1,000.00
11-09	Erie Ins Group Eriexpay Q*****1158	36.67
11-16	POS Signature- Visa #9292 Public Storage 25702 Charlotte NC	109.00
11-16	POS Signature- Visa #9292 In *measure Square COR 626-6839188 Ca	250.00
11-16	POS Signature- Visa #9292 Sprint *wireless 800-639-6111 Ks	771.99
11-27	POS Signature- Visa #9292 Adobe *acropro Subs 800-833-6687 Ca	16.11
11-30	Business Online Banking Fee	30.00
Total		2,213.77



Direct Customer Inquiry Calls To
FIRST CITIZENS DIRECT
Telephone Banking At 1-888-323-4732.

Statement Period: November 1 , 2017 Thru November 30, 2017

Account Number : [REDACTED] 9603

Daily Balance Summary

<u>Date</u>	<u>Balance</u>	<u>Date</u>	<u>Balance</u>	<u>Date</u>	<u>Balance</u>
11-01	9,038.83+	11-15	7,002.16+	11-27	9,322.89+
11-06	8,038.83+	11-16	5,871.17+	11-28	2,522.89+
11-09	8,002.16+	11-17	8,371.17+	11-30	2,492.89+

**First Citizens Bank**Central Bank Operations - DAC02
P.O. Box 27131
Raleigh, NC 27611-7131

02457

RFI MANAGEMENT INC
DEBTOR IN POSSESSION
4229 AMERICAN DR UNIT D
DURHAM NC 27705-6407

Statement Period: November 1 , 2017 Thru November 30, 2017

Account Number : [REDACTED] 9603

**Notice of Change
Disclosure of Business Account and Miscellaneous Fees and Services****The Following Fee Changes for First Citizens Bank
Are Effective February 1, 2018***Unless otherwise noted, all other current fees remain unchanged.***Commercial Analysis Accounts:**

Monthly maintenance fee (WV).....	\$21.00
Per electronic deposit (AZ, CA)	\$0.40
Per paper deposit (all states).....	\$0.90
Per item deposited (in-state, out-of-state, government/on-us) (all states, non-RID).....	\$0.15
Per item deposited (in-state, out-of-state, government/on-us) (all states, RID)	\$0.10
Invoice fee* (accounts invoiced for service charges).....	\$50.00
Deposit Protection (per \$1,000 average daily ledger balance, \$50.00 maximum charge per account)	\$0.12
Reserve requirement (elimination of current 10%).....	0%

Basic Business Checking

Paper statement fee+	\$5.00
----------------------------	--------

Value Business Checking

Paper statement fee+	\$5.00
----------------------------	--------

Premier Business Checking

Paper statement fee+	\$5.00
----------------------------	--------

Miscellaneous Fees:

Currency supplied, per \$1,000	\$1.30
Special statement (other than standard cycle)	\$5.00
Wire transfers (customers only), e-mail advice.....	\$2.50

Zero Balance Account (ZBA)

Account maintenance (Master account, per month).....	\$35.00
--	---------

Automated Clearing House (ACH) Services

Origination (per item).....	\$0.14
File modifications.....	\$15.00
Notification of change (NOC)	\$2.00
Addenda record origination (elimination of \$0.02 per record fee).....	No charge

ACH Prefunding

Monthly maintenance (elimination of \$50.00 fee)	No charge
File suspend (each)	\$35.00

Account Reconciliation

Partial Recon, maintenance (per month).....	\$55.00
Full Recon, maintenance (per month).....	\$65.00
Manual issues (per item)	\$0.15
Deposit Recon, maintenance (per month).....	\$55.00
Deposit Recon (per item)	\$0.08
Positive Pay (per item).....	\$0.06
Reverse Positive Pay, maintenance (per month)	\$40.00

Cash Services

Smart Safe implementation* (per location, once)	\$150.00
Armored transport maintenance* (per month)	\$500.00

Data Exchange Service (DES)

File transmission (per file)	\$10.00
Manual file handling/revision/correction* (per file)	\$50.00

Statement Period: November 1, 2017 Thru November 30, 2017

Account Number : [REDACTED] 9603

eReceivables

Collection/posting of payments (other than Property Management, per item)	\$0.22
Implementation* (other than SFTP, once)	\$175.00
SFTP implementation* (once).....	\$500.00
SFTP maintenance* (per month).....	\$25.00

Wholesale Lockbox

Monthly Maintenance.....	\$150.00
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Digital Banking for Business

Multiple users (first user free, 2+ users, per month)	\$7.50
ACH Monthly Services - Per ACH Transaction (over 15; each).....	\$1.00

BOB Advantage Basic (Non-analysis Only)

Multiple users* (first user free, 2+ users, per month)	\$7.50
Additional checking, savings, & CD account (elimination of \$15.00 per account over three).....	No charge
Excess Item Charge (elimination of \$0.10 per excess item fee over 500)	No charge
Additional Check/Deposit Image Viewed (elimination of \$1.00 per image fee over 50)	No charge
ACH single payments/external transfers* (each)	\$3.00
ACH Monthly Services - Per ACH Transaction (over 25; each).....	\$1.00
ACH Monthly Services - Per ACH File Processed (elimination of \$10.00 per file fee over 4).....	No charge

BOB Advantage Basic (Commercial Analysis Only)

Multiple users* (first user free, 2+ users, per month)	\$7.50
Additional Check/Deposit Image Viewed (elimination of \$1.00 per image fee over 50)	No charge
ACH single payments/external transfers* (each)	\$3.00
ACH Monthly Services - Per ACH Transaction (over 25; each).....	\$1.00
ACH Monthly Services - Per ACH File Processed (elimination of \$10.00 per file fee over 4).....	No charge

BOB Advantage Plus (Non-analysis and Commercial Analysis)

Monthly Fee.....	\$65.00
Additional Accounts (over 5; each per month)	\$5.00
Excess Item Charge (over 1,000; each per month)	\$0.05
Book Transfers Initiated (elimination of \$1.00 per transfer fee)	No charge
Additional Check/Deposit Image Viewed (elimination of \$0.50 per image fee over 50)	No charge
ACH Monthly Services - Per ACH Transaction (each)	\$0.14

* New fee

+ Paper statement fee may be avoided by signing up for e.statements through Business Online Banking or Digital Banking

FCB-B (12/17)

Notice of Change
Disclosure of Business Account and Miscellaneous Fees and Services

The Following Change for First Citizens Bank
Is Effective December 1, 2017

Unless otherwise noted, all other current fees remain unchanged.

Beginning December 1, 2017, both PIN and Non-PIN purchase amounts will be counted against your daily purchase limit. This may require that you notify your banker to increase your daily purchase limit.

VISA BUSINESS DEBIT CARD TRANSACTION LIMIT**Transaction Daily Limit (per card)**

Purchases (depends on the customer-selected limit).....	\$2,500.00, \$5,000.00, or \$7,500.00
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FCB-B (10-11/17)

02457

Account Number : [REDACTED]9603

1. Write here the ending balance shown on the front of this statement.
2. Add deposits not credited in this statement. (Use table A.)
3. Total of lines 1 and 2.
4. Checks and other debits outstanding not charged to your account. (Use table B.)
5. Subtract line 4 from line 3. This should be your current checkbook balance.

1	\$	
2	+\$	
3	=\$	
4	- \$	
5	=\$	

A. Deposits/Credits		
Date	Amount	
Total Amount		

Number	Amount	
Total Amount		



Statement Period: November 1 , 2017 Thru November 30, 2017

Account Number : [REDACTED] 9603

In Case of Errors or Questions About Your Electronic Transfers (Consumer Accounts Only).

If you think your statement or receipt is wrong or if you need more information about a transfer on a statement or receipt, telephone or write us as soon as you can at the telephone number or address which appears on page one of your statement. We must hear from you no later than 60 days after we sent you the FIRST statement on which the error or problem appeared. You must: (1) tell us your name and account number; (2) describe the error or the transfer you are unsure about (including the date it occurred), and explain as clearly as you can why you believe it is in error or why you need more information; and (3) tell us the dollar amount of the suspected error. We will investigate your complaint and correct any error promptly. We may take up to 45 days to complete our investigation (90 days for transfers initiated outside the U.S. or resulting from point-of-sale debit-card transactions). If we take more than 10 business days (5 days for certain Visa® Check Card transactions; 20 days for certain new accounts), we will recredit your account for the amount you think is in error, so that you will have the use of the money during the time it takes to complete our investigation.

Credit Limit.

When you make a payment on your account, we may, at our option, delay advancing additional funds from your line of credit in reliance on that payment until we confirm that your payment has been fully and finally collected. If we placed a hold on a credited payment pending our final determination of collectability, the "Available Credit" amount on the front page of this statement will **not** reflect this payment and funds in the amount of the hold will **not** be available to you for subsequent advances until we confirm that your payment has been fully and finally collected.

Interest Charge.

The term "Interest Charge" on your statement has the same meaning as the term "Finance Charge" that may appear in your revolving line of credit documents.



First Citizens Bank

Central Bank Operations - DAC02
P.O. Box 27131
Raleigh, NC 27611-7131

02457

RFI MANAGEMENT INC
DEBTOR IN POSSESSION
4229 AMERICAN DR UNIT D
DURHAM NC 27705-6407

Statement Period: November 1, 2017 Thru November 30, 2017

Account Number : [REDACTED] 9603

RFI MANAGEMENT P.O. BOX 62332 DURHAM NORTH CAROLINA 27705		158 66-30/531 501
Date <u>nov 15/17</u>		Check/Amount
Pay to the Order of <u>Edward C. Rosa.</u>	\$ <u>1,000.00</u>	
<u>one thousand with 00/100</u>		Dollars
First Citizens Bank		
For <u>mileage - nov</u>		
⑆053100300⑆ [REDACTED] 00158		

Chk# 158

\$1,000.00

RFI MANAGEMENT P.O. BOX 62332 DURHAM NORTH CAROLINA 27705		159 66-30/531 501
Date <u>11/18/17</u>		Check/Amount
Pay to the Order of <u>Swift Capital</u>	\$ <u>6,800.00</u>	
<u>six thousand eight hundred 00/100</u>		Dollars
First Citizens Bank		
For <u>17-80247-CA11 - adequate</u>		
⑆053100300⑆ [REDACTED] 00159		

Chk# 159

\$6,800.00

RFI MANAGEMENT P.O. BOX 62332 DURHAM NORTH CAROLINA 27705		160 66-30/531 501
Date <u>nov 27/17</u>		Check/Amount
Pay to the Order of <u>Cash</u>	\$ <u>3,032.17</u>	
<u>three thousand and thirty two 17/100</u>		Dollars
Cashed Check First Citizens Bank 169603		
For <u>brock rosa payment</u> Amount \$ <u>3,032.17</u>		
⑆053100300⑆ [REDACTED] 00160		

Chk# 160

\$3,032.17

RFI MANAGEMENT P.O. BOX 62332 DURHAM NORTH CAROLINA 27705		161 66-30/531 501
Date <u>nov 27/17</u>		Check/Amount
Pay to the Order of <u>Edward C. Rosa</u>	\$ <u>500.00</u>	
<u>five hundred</u>		Dollars
First Citizens Bank		
For <u>ser drom</u>		
⑆053100300⑆ [REDACTED] 00161		

Chk# 161

\$500.00

RFI MANAGEMENT P.O. BOX 62332 DURHAM NORTH CAROLINA 27705		162 66-30/531 501
Date <u>nov 27/17</u>		Check/Amount
Pay to the Order of <u>Edward C. Rosa</u>	\$ <u>500.00</u>	
<u>five hundred</u>		Dollars
First Citizens Bank		
For <u>mileage - nov</u>		
⑆053100300⑆ [REDACTED] 00162		

Chk# 162

\$500.00

**First Citizens Bank**

Central Bank Operations - DAC02
P.O. Box 27131
Raleigh, NC 27611-7131

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15342

RFI MANAGEMENT INC
DEBTOR IN POSSESSION
PROJECT 1
4229 AMERICAN DR UNIT D
DURHAM NC 27705-6407

Your Account(s) At A Glance

Checking Balance	2,228.55+
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Statement Period: November 1, 2017 Thru November 30, 2017

Account Number : [REDACTED] 3796

**Basic Business Checking**

Account Number : [REDACTED] 3796

Enclosures In Statement: 0

Beginning Balance	753.16+	Statement Period Days	30
0 Deposits	0.00	Average Ledger Balance	2,200.00+
4 Other Credits	4,556.08+		
0 Checks	0.00		
10 Other Debits	3,080.69-		
Monthly Service Charge	0.00		
Ending Balance	2,228.55+		

Other Credits To Your Account

Date	Description	Amount
11-06	Transfer Internet 11-05 Seq # 94593 [REDACTED] 9603	1,000.00
11-08	FDR Debit Card Visa #6262 Hotels.Com142927506462 Hotels.Com Wa	56.08
11-10	Transfer Internet 11-10 Seq # 99960 [REDACTED] 9486	2,000.00
11-17	Transfer Internet 11-17 Seq # 37051 [REDACTED] 9494	1,500.00
Total		4,556.08

Other Debits From Your Account

Date	Description	Amount
11-06	POS Signature- Visa #6262 Hotels.Com142881919063 Hotels.Com Wa	226.13
11-08	POS Signature- Visa #6262 Hotels.Com142927506462 Hotels.Com Wa	430.53
11-09	POS Signature- Visa #6262 Fedex 788368595635 Memphis Tn	19.00
11-13	POS Signature- Visa #6262 Dal-Tile #221 Charlott Charlotte NC	141.48
11-13	POS Signature- Visa #6262 Hotels.Com143043225027 Hotels.Com Wa	166.85
11-14	POS Signature- Visa #6262 Hotels.Com143085531267 Hotels.Com Wa	280.40
11-15	POS Signature- Visa #6262 Dal-Tile #221 Charlott Charlotte NC	212.23
11-20	POS Signature- Visa #6262 Dal-Tile #221 Charlott Charlotte NC	1,240.65
11-24	POS Signature- Visa #6262 Dal-Tile #221 Charlott Charlotte NC	128.14
11-24	POS Signature- Visa #6262 Hotels.Com143339230595 Hotels.Com Wa	235.28
Total		3,080.69



Direct Customer Inquiry Calls To
FIRST CITIZENS DIRECT
Telephone Banking At 1-888-323-4732.

Statement Period: November 1 , 2017 Thru November 30, 2017

Account Number : [REDACTED] 3796

Daily Balance Summary

<u>Date</u>	<u>Balance</u>	<u>Date</u>	<u>Balance</u>	<u>Date</u>	<u>Balance</u>
11-06	1,527.03+	11-13	2,825.25+	11-20	2,591.97+
11-08	1,152.58+	11-14	2,544.85+	11-24	2,228.55+
11-09	1,133.58+	11-15	2,332.62+		
11-10	3,133.58+	11-17	3,832.62+		

**First Citizens Bank**Central Bank Operations - DAC02
P.O. Box 27131
Raleigh, NC 27611-7131

15342

RFI MANAGEMENT INC
DEBTOR IN POSSESSION
PROJECT 1
4229 AMERICAN DR UNIT D
DURHAM NC 27705-6407

Statement Period: November 1 , 2017 Thru November 30, 2017

Account Number : [REDACTED] 3796

**Notice of Change
Disclosure of Business Account and Miscellaneous Fees and Services****The Following Fee Changes for First Citizens Bank
Are Effective February 1, 2018***Unless otherwise noted, all other current fees remain unchanged.***Commercial Analysis Accounts:**

Monthly maintenance fee (WV).....	\$21.00
Per electronic deposit (AZ, CA)	\$0.40
Per paper deposit (all states).....	\$0.90
Per item deposited (in-state, out-of-state, government/on-us) (all states, non-RID).....	\$0.15
Per item deposited (in-state, out-of-state, government/on-us) (all states, RID)	\$0.10
Invoice fee* (accounts invoiced for service charges).....	\$50.00
Deposit Protection (per \$1,000 average daily ledger balance, \$50.00 maximum charge per account)	\$0.12
Reserve requirement (elimination of current 10%).....	0%

Basic Business Checking

Paper statement fee+	\$5.00
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Value Business Checking

Paper statement fee+	\$5.00
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Premier Business Checking

Paper statement fee+	\$5.00
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Miscellaneous Fees:

Currency supplied, per \$1,000	\$1.30
Special statement (other than standard cycle)	\$5.00
Wire transfers (customers only), e-mail advice.....	\$2.50

Zero Balance Account (ZBA)

Account maintenance (Master account, per month).....	\$35.00
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Automated Clearing House (ACH) Services

Origination (per item).....	\$0.14
File modifications.....	\$15.00
Notification of change (NOC)	\$2.00
Addenda record origination (elimination of \$0.02 per record fee).....	No charge

ACH Prefunding

Monthly maintenance (elimination of \$50.00 fee)	No charge
File suspend (each)	\$35.00

Account Reconciliation

Partial Recon, maintenance (per month).....	\$55.00
Full Recon, maintenance (per month).....	\$65.00
Manual issues (per item)	\$0.15
Deposit Recon, maintenance (per month).....	\$55.00
Deposit Recon (per item)	\$0.08
Positive Pay (per item).....	\$0.06
Reverse Positive Pay, maintenance (per month)	\$40.00

Cash Services

Smart Safe implementation* (per location, once)	\$150.00
Armored transport maintenance* (per month)	\$500.00

Data Exchange Service (DES)

File transmission (per file)	\$10.00
Manual file handling/revision/correction* (per file)	\$50.00

Statement Period: November 1, 2017 Thru November 30, 2017

Account Number : [REDACTED] 3796

eReceivables

Collection/posting of payments (other than Property Management, per item)	\$0.22
Implementation* (other than SFTP, once)	\$175.00
SFTP implementation* (once).....	\$500.00
SFTP maintenance* (per month).....	\$25.00

Wholesale Lockbox

Monthly Maintenance.....	\$150.00
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Digital Banking for Business

Multiple users (first user free, 2+ users, per month)	\$7.50
ACH Monthly Services - Per ACH Transaction (over 15; each).....	\$1.00

BOB Advantage Basic (Non-analysis Only)

Multiple users* (first user free, 2+ users, per month)	\$7.50
Additional checking, savings, & CD account (elimination of \$15.00 per account over three).....	No charge
Excess Item Charge (elimination of \$0.10 per excess item fee over 500)	No charge
Additional Check/Deposit Image Viewed (elimination of \$1.00 per image fee over 50)	No charge
ACH single payments/external transfers* (each)	\$3.00
ACH Monthly Services - Per ACH Transaction (over 25; each).....	\$1.00
ACH Monthly Services - Per ACH File Processed (elimination of \$10.00 per file fee over 4).....	No charge

BOB Advantage Basic (Commercial Analysis Only)

Multiple users* (first user free, 2+ users, per month)	\$7.50
Additional Check/Deposit Image Viewed (elimination of \$1.00 per image fee over 50)	No charge
ACH single payments/external transfers* (each)	\$3.00
ACH Monthly Services - Per ACH Transaction (over 25; each).....	\$1.00
ACH Monthly Services - Per ACH File Processed (elimination of \$10.00 per file fee over 4).....	No charge

BOB Advantage Plus (Non-analysis and Commercial Analysis)

Monthly Fee.....	\$65.00
Additional Accounts (over 5; each per month)	\$5.00
Excess Item Charge (over 1,000; each per month)	\$0.05
Book Transfers Initiated (elimination of \$1.00 per transfer fee)	No charge
Additional Check/Deposit Image Viewed (elimination of \$0.50 per image fee over 50)	No charge
ACH Monthly Services - Per ACH Transaction (each)	\$0.14

* New fee

+ Paper statement fee may be avoided by signing up for e.statements through Business Online Banking or Digital Banking

FCB-B (12/17)

**Notice of Change
Disclosure of Business Account and Miscellaneous Fees and Services**

**The Following Change for First Citizens Bank
Is Effective December 1, 2017**

Unless otherwise noted, all other current fees remain unchanged.

Beginning December 1, 2017, both PIN and Non-PIN purchase amounts will be counted against your daily purchase limit. This may require that you notify your banker to increase your daily purchase limit.

VISA BUSINESS DEBIT CARD TRANSACTION LIMIT**Transaction Daily Limit (per card)**

Purchases (depends on the customer-selected limit).....	\$2,500.00, \$5,000.00, or \$7,500.00
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FCB-B (10-11/17)

15342

Account Number : ██████████3796

1. Write here the ending balance shown on the front of this statement.
2. Add deposits not credited in this statement. (Use table A.)
3. Total of lines 1 and 2.
4. Checks and other debits outstanding not charged to your account. (Use table B.)
5. Subtract line 4 from line 3. This should be your current checkbook balance.

1	\$	
2	+\$	
3	=\$	
4	- \$	
5	=\$	

A. Deposits/Credits		
Date	Amount	
Total Amount		

Number	Amount	
Total Amount		

Preauthorized Deposits. If direct deposits are made to your account at least every 60 days by the same person or entity, you can call us at the telephone number shown on page one of your statement to find out whether the deposit has been made.



Statement Period: November 1 , 2017 Thru November 30, 2017

Account Number : [REDACTED] 3796

In Case of Errors or Questions About Your Electronic Transfers (Consumer Accounts Only).

If you think your statement or receipt is wrong or if you need more information about a transfer on a statement or receipt, telephone or write us as soon as you can at the telephone number or address which appears on page one of your statement. We must hear from you no later than 60 days after we sent you the FIRST statement on which the error or problem appeared. You must: (1) tell us your name and account number; (2) describe the error or the transfer you are unsure about (including the date it occurred), and explain as clearly as you can why you believe it is in error or why you need more information; and (3) tell us the dollar amount of the suspected error. We will investigate your complaint and correct any error promptly. We may take up to 45 days to complete our investigation (90 days for transfers initiated outside the U.S. or resulting from point-of-sale debit-card transactions). If we take more than 10 business days (5 days for certain Visa® Check Card transactions; 20 days for certain new accounts), we will recredit your account for the amount you think is in error, so that you will have the use of the money during the time it takes to complete our investigation.

Credit Limit.

When you make a payment on your account, we may, at our option, delay advancing additional funds from your line of credit in reliance on that payment until we confirm that your payment has been fully and finally collected. If we placed a hold on a credited payment pending our final determination of collectability, the "Available Credit" amount on the front page of this statement will **not** reflect this payment and funds in the amount of the hold will **not** be available to you for subsequent advances until we confirm that your payment has been fully and finally collected.

Interest Charge.

The term "Interest Charge" on your statement has the same meaning as the term "Finance Charge" that may appear in your revolving line of credit documents.

**First Citizens Bank**

Central Bank Operations - DAC02
P.O. Box 27131
Raleigh, NC 27611-7131

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02447

RFI MANAGEMENT INC
DEBTOR IN POSSESSION
4229 AMERICAN DR UNIT D
DURHAM NC 27705-6407

Your Account(s) At A Glance

Checking
Balance **873.79+**

Statement Period: November 1, 2017 Thru November 30, 2017

Account Number : [REDACTED] 9363

**Basic Business Checking**

Account Number : [REDACTED] 9363

Enclosures In Statement: 0

Beginning Balance	873.79+
0 Deposits	0.00
1 Other Credits	5,000.00+
1 Checks	5,000.00-
0 Other Debits	0.00
Monthly Service Charge	0.00

Statement Period Days	30
Average Ledger Balance	1,207.00+

Ending Balance **873.79+**

Other Credits To Your Account

Date	Description	Amount
11-20	Transfer Internet 11-18 Seq # 47352 [REDACTED] 9486	5,000.00
Total		5,000.00

Checks Paid From Your Account

Check No.	Date	Amount
518	11-22	5,000.00

*Prior Check Number(s) Not Included or Out of Sequence.

Daily Balance Summary

Date	Balance	Date	Balance
11-20	5,873.79+	11-22	873.79+



Direct Customer Inquiry Calls To
FIRST CITIZENS DIRECT
Telephone Banking At 1-888-323-4732.

Statement Period: November 1, 2017 Thru November 30, 2017

Account Number : [REDACTED] 9363

**Notice of Change
Disclosure of Business Account and Miscellaneous Fees and Services**

**The Following Fee Changes for First Citizens Bank
Are Effective February 1, 2018**

Unless otherwise noted, all other current fees remain unchanged.

Commercial Analysis Accounts:

Monthly maintenance fee (WV).....	\$21.00
Per electronic deposit (AZ, CA)	\$0.40
Per paper deposit (all states).....	\$0.90
Per item deposited (in-state, out-of-state, government/on-us) (all states, non-RID).....	\$0.15
Per item deposited (in-state, out-of-state, government/on-us) (all states, RID)	\$0.10
Invoice fee* (accounts invoiced for service charges).....	\$50.00
Deposit Protection (per \$1,000 average daily ledger balance, \$50.00 maximum charge per account)	\$0.12
Reserve requirement (elimination of current 10%).....	0%

Basic Business Checking

Paper statement fee+	\$5.00
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Value Business Checking

Paper statement fee+	\$5.00
----------------------------	--------

Premier Business Checking

Paper statement fee+	\$5.00
----------------------------	--------

Miscellaneous Fees:

Currency supplied, per \$1,000	\$1.30
Special statement (other than standard cycle)	\$5.00
Wire transfers (customers only), e-mail advice.....	\$2.50

Zero Balance Account (ZBA)

Account maintenance (Master account, per month).....	\$35.00
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Automated Clearing House (ACH) Services

Origination (per item).....	\$0.14
File modifications.....	\$15.00
Notification of change (NOC)	\$2.00
Addenda record origination (elimination of \$0.02 per record fee).....	No charge

ACH Prefunding

Monthly maintenance (elimination of \$50.00 fee)	No charge
File suspend (each)	\$35.00

Account Reconciliation

Partial Recon, maintenance (per month).....	\$55.00
Full Recon, maintenance (per month).....	\$65.00
Manual issues (per item).....	\$0.15
Deposit Recon, maintenance (per month).....	\$55.00
Deposit Recon (per item)	\$0.08
Positive Pay (per item).....	\$0.06
Reverse Positive Pay, maintenance (per month)	\$40.00

Cash Services

Smart Safe implementation* (per location, once)	\$150.00
Armored transport maintenance* (per month)	\$500.00

Data Exchange Service (DES)

File transmission (per file)	\$10.00
Manual file handling/revision/correction* (per file)	\$50.00

**First Citizens Bank**Central Bank Operations - DAC02
P.O. Box 27131
Raleigh, NC 27611-7131

02447

RFI MANAGEMENT INC
DEBTOR IN POSSESSION
4229 AMERICAN DR UNIT D
DURHAM NC 27705-6407

Statement Period: November 1 , 2017 Thru November 30, 2017

Account Number : [REDACTED] 9363

eReceivables

Collection/posting of payments (other than Property Management, per item)	\$0.22
Implementation* (other than SFTP, once)	\$175.00
SFTP implementation* (once).....	\$500.00
SFTP maintenance* (per month).....	\$25.00

Wholesale Lockbox

Monthly Maintenance.....	\$150.00
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Digital Banking for Business

Multiple users (first user free, 2+ users, per month)	\$7.50
ACH Monthly Services - Per ACH Transaction (over 15; each).....	\$1.00

BOB Advantage Basic (Non-analysis Only)

Multiple users* (first user free, 2+ users, per month)	\$7.50
Additional checking, savings, & CD account (elimination of \$15.00 per account over three).....	No charge
Excess Item Charge (elimination of \$0.10 per excess item fee over 500)	No charge
Additional Check/Deposit Image Viewed (elimination of \$1.00 per image fee over 50)	No charge
ACH single payments/external transfers* (each)	\$3.00
ACH Monthly Services - Per ACH Transaction (over 25; each).....	\$1.00
ACH Monthly Services - Per ACH File Processed (elimination of \$10.00 per file fee over 4).....	No charge

BOB Advantage Basic (Commercial Analysis Only)

Multiple users* (first user free, 2+ users, per month)	\$7.50
Additional Check/Deposit Image Viewed (elimination of \$1.00 per image fee over 50)	No charge
ACH single payments/external transfers* (each)	\$3.00
ACH Monthly Services - Per ACH Transaction (over 25; each).....	\$1.00
ACH Monthly Services - Per ACH File Processed (elimination of \$10.00 per file fee over 4).....	No charge

BOB Advantage Plus (Non-analysis and Commercial Analysis)

Monthly Fee.....	\$65.00
Additional Accounts (over 5; each per month)	\$5.00
Excess Item Charge (over 1,000; each per month)	\$0.05
Book Transfers Initiated (elimination of \$1.00 per transfer fee)	No charge
Additional Check/Deposit Image Viewed (elimination of \$0.50 per image fee over 50)	No charge
ACH Monthly Services - Per ACH Transaction (each)	\$0.14

* New fee

+ Paper statement fee may be avoided by signing up for e.statements through Business Online Banking or Digital Banking

FCB-B (12/17)

Notice of Change
Disclosure of Business Account and Miscellaneous Fees and Services

The Following Change for First Citizens Bank
Is Effective December 1, 2017

Unless otherwise noted, all other current fees remain unchanged.

Statement Period: November 1 , 2017 Thru November 30, 2017

Account Number : [REDACTED] 9363

Beginning December 1, 2017, both PIN and Non-PIN purchase amounts will be counted against your daily purchase limit. This may require that you notify your banker to increase your daily purchase limit.

VISA BUSINESS DEBIT CARD TRANSACTION LIMIT

Transaction Daily Limit (per card)

Purchases (depends on the customer-selected limit).....	\$2,500.00,	
	\$5,000.00,	or
	\$7,500.00	

FCB-B (10-11/17)

**First Citizens Bank**

02447

Statement Period: November 1, 2017 Thru November 30, 2017

Account Number : [REDACTED] 9363

FOLLOW THESE EASY STEPS TO BALANCE YOUR CHECKING ACCOUNT

1. Write here the ending balance shown on the front of this statement.
2. Add deposits not credited in this statement. (Use table A.)
3. Total of lines 1 and 2.
4. Checks and other debits outstanding not charged to your account. (Use table B.)
5. Subtract line 4 from line 3. This should be your current checkbook balance.

1	\$	
2	+\$	
3	=\$	
4	-\$	
5	=\$	

B. Outstanding Checks/Debits		
Number	Amount	
Total Amount		

Note: If your statement does not balance, please check to be sure you have entered in your check register all automatic transactions (service charges, advances, payments, drafts etc.) shown on the front of your statement. Please notify the Bank promptly of any discrepancy in your account statement.

A. Deposits/Credits		
Date	Amount	
Total Amount		

How to Compute Interest Charges on Your Line of Credit.

We figure the interest charge on your account by applying the periodic rate to your "average daily balance" (including current transactions). To get the "average daily balance," we first determine the daily balance of your Account each day. We take the beginning balance of your account each day, add any new advances and charges, and subtract any new payments or credits and any unpaid interest charges, credit insurance premiums, late charges and other charges that have been posted to the account. These calculations give us the daily balance. Then, we add up all the daily balances for the billing cycle and divide the total by the number of days in the billing cycle. This gives us the "average daily balance." Next, we multiply the "average daily balance" by the daily periodic rate applicable to your account. The daily periodic rate is determined by dividing the Annual Percentage Rate by 365. That result is then multiplied by the number of days in the billing cycle to obtain the monthly interest charge. Automatic payment debits are posted to your account after your "average daily balance" is calculated. Interest charges and any credit insurance premiums that accrue during each billing cycle are added to the balance of your account on the last day of the billing cycle prior to the calculation of your minimum payment.

Variable Rate.

Unless the terms of your revolving line of credit specify that the rate is fixed, your daily periodic rate and Annual Percentage Rate are variable rates subject to change each month.

What To Do If You Think You Find A Mistake On Your Statement (Consumer Accounts Only).

If you think there is an error on your statement, write to us at the address shown on page one of your statement. In your letter, give us the following information: (1) *Account information:* Your name and account number. (2) *Dollar amount:* The dollar amount of the suspected error. (3) *Description of Problem:* If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake. You must contact us within 60 days after the error appeared on your statement. You must notify us of any potential errors *in writing*. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question. While we investigate whether or not there has been an error, the following are true: (1) We cannot try to collect the amount in question, or report you as delinquent on that amount; (2) The charge in question may remain on your statement, and we may continue to charge you interest on that amount. But, if we determine that we made a mistake, you will not have to pay the amount in question or any interest or other fees related to that amount; (3) While you do not have to pay the amount in question, you are responsible for the remainder of your balance; (4) We can apply any unpaid amount against your credit limit.

Your Rights If You Are Dissatisfied With Your Credit Card Purchases (Consumer Accounts Only).

This section applies if you access your line of credit using a credit card. If you are dissatisfied with the goods or services that you have purchased with your credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase. To use this right, all of the following must be true: (1) The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than \$50. (Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.) (2) You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify. (3) You must not yet have fully paid for the purchase. If all of the criteria above are met and you are still dissatisfied with the purchase, contact us *in writing* at Credit Card Center-RVA01, P.O. Box 1580, Roanoke, VA 24007-9903; or by calling our Customer Contact Center at 1.888.323.4732. If you call, we may require you to provide us with a written statement concerning your dissatisfaction with the purchase. While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay, we may report you as delinquent.

Liability for Unauthorized Use of Credit Card (Consumer Accounts Only).

If you notice the loss or theft of your credit card or a possible unauthorized use of your card, you should write to us immediately at: Credit Card Center-RVA01, P.O. Box 1580, Roanoke, VA 24007-9903, or call us at our Customer Contact Center, 1.888.323.4732. You will not be liable for any unauthorized use that occurs after you notify us. You may, however, be liable for unauthorized use that occurs before your notice to us. In any case, your liability will not exceed \$50.

Credit History Errors.

If you believe we have inaccurately reported information about your account history to a consumer reporting agency, please notify us in writing at the Bank address stated on page one of your statement.

Prompt Crediting of Payments.

To receive credit for a payment on the date we receive the payment, we must receive your payment prior to 5:00 p.m. on a Bank business day (any day except Saturday, Sunday or a bank holiday). If paying at a branch or by mail, then payments must include the payment coupon. In addition, if paying by mail, payment must be mailed to the specific address furnished by the Bank. Payments received at any of our ATMs; payments received on a business day after 5:00 p.m.; payments received at a branch or by mail without a coupon; and, payments received on a day that is not a Bank business day, will be credited to your account no later than the next Bank business day.

Preauthorized Deposits.

If direct deposits are made to your account at least every 60 days by the same person or entity, you can call us at the telephone number shown on page one of your statement to find out whether the deposit has been made.



Statement Period: November 1 , 2017 Thru November 30, 2017

Account Number : [REDACTED] 9363

In Case of Errors or Questions About Your Electronic Transfers (Consumer Accounts Only).

If you think your statement or receipt is wrong or if you need more information about a transfer on a statement or receipt, telephone or write us as soon as you can at the telephone number or address which appears on page one of your statement. We must hear from you no later than 60 days after we sent you the FIRST statement on which the error or problem appeared. You must: (1) tell us your name and account number; (2) describe the error or the transfer you are unsure about (including the date it occurred), and explain as clearly as you can why you believe it is in error or why you need more information; and (3) tell us the dollar amount of the suspected error. We will investigate your complaint and correct any error promptly. We may take up to 45 days to complete our investigation (90 days for transfers initiated outside the U.S. or resulting from point-of-sale debit-card transactions). If we take more than 10 business days (5 days for certain Visa® Check Card transactions; 20 days for certain new accounts), we will recredit your account for the amount you think is in error, so that you will have the use of the money during the time it takes to complete our investigation.

Credit Limit.

When you make a payment on your account, we may, at our option, delay advancing additional funds from your line of credit in reliance on that payment until we confirm that your payment has been fully and finally collected. If we placed a hold on a credited payment pending our final determination of collectability, the "Available Credit" amount on the front page of this statement will **not** reflect this payment and funds in the amount of the hold will **not** be available to you for subsequent advances until we confirm that your payment has been fully and finally collected.

Interest Charge.

The term "Interest Charge" on your statement has the same meaning as the term "Finance Charge" that may appear in your revolving line of credit documents.



First Citizens Bank

Central Bank Operations - DAC02
P.O. Box 27131
Raleigh, NC 27611-7131

02447

RFI MANAGEMENT INC
DEBTOR IN POSSESSION
4229 AMERICAN DR UNIT D
DURHAM NC 27705-6407

Statement Period: November 1, 2017 Thru November 30, 2017

Account Number : [REDACTED] 9363

RFI MANAGEMENT INC PO BOX 02332 DURHAM, NC 27705		518 66-20531 901
Date <u>11/18/17</u>		
Pay to the Order of <u>Jose Felin Solis</u>	\$ <u>5,000.00</u>	
<u>five thousand 00/100</u>	Dollars	
First Citizens Bank		
For <u>Partial Payment Forward Order</u>		
MICR: ⑆05310030 [REDACTED] 00518		

Chk# 518

\$5,000.00



Central Bank Operations - DAC02
P.O. Box 27131
Raleigh, NC 27611-7131

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RFI MANAGEMENT INC
DEBTOR IN POSSESSION
PROJECT 3
4229 AMERICAN DR UNIT D
DURHAM NC 27705-6407

Your Account(s) At A Glance

Checking
Balance **655.33+**

Statement Period: November 1, 2017 Thru November 30, 2017

Account Number : [REDACTED] 9494



Basic Business Checking

Account Number : [REDACTED] 9494

Enclosures In Statement: 0

Beginning Balance	7,155.33+
0 Deposits	0.00
0 Other Credits	0.00
1 Checks	2,500.00-
2 Other Debits	4,000.00-
Monthly Service Charge	0.00

Statement Period Days	30
Average Ledger Balance	3,538.00+

Ending Balance **655.33+**

Checks Paid From Your Account

Check No.	Date	Amount
1006	11-10	2,500.00

*Prior Check Number(s) Not Included or Out of Sequence.

Other Debits From Your Account

Date	Description	Amount
11-17	Transfer Internet 11-17 Seq # 37051 [REDACTED] 3796	1,500.00
11-17	Transfer Internet 11-17 Seq # 37085 [REDACTED] 9603	2,500.00
Total		4,000.00

Daily Balance Summary

Date	Balance	Date	Balance
11-10	4,655.33+	11-17	655.33+



Direct Customer Inquiry Calls To
FIRST CITIZENS DIRECT
Telephone Banking At 1-888-323-4732.

Statement Period: November 1, 2017 Thru November 30, 2017

Account Number : [REDACTED] 9494

**Notice of Change
Disclosure of Business Account and Miscellaneous Fees and Services**

**The Following Fee Changes for First Citizens Bank
Are Effective February 1, 2018**

Unless otherwise noted, all other current fees remain unchanged.

Commercial Analysis Accounts:

Monthly maintenance fee (WV).....	\$21.00
Per electronic deposit (AZ, CA)	\$0.40
Per paper deposit (all states).....	\$0.90
Per item deposited (in-state, out-of-state, government/on-us) (all states, non-RID).....	\$0.15
Per item deposited (in-state, out-of-state, government/on-us) (all states, RID)	\$0.10
Invoice fee* (accounts invoiced for service charges).....	\$50.00
Deposit Protection (per \$1,000 average daily ledger balance, \$50.00 maximum charge per account)	\$0.12
Reserve requirement (elimination of current 10%).....	0%

Basic Business Checking

Paper statement fee+	\$5.00
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Value Business Checking

Paper statement fee+	\$5.00
----------------------------	--------

Premier Business Checking

Paper statement fee+	\$5.00
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Miscellaneous Fees:

Currency supplied, per \$1,000	\$1.30
Special statement (other than standard cycle)	\$5.00
Wire transfers (customers only), e-mail advice.....	\$2.50

Zero Balance Account (ZBA)

Account maintenance (Master account, per month).....	\$35.00
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Automated Clearing House (ACH) Services

Origination (per item).....	\$0.14
File modifications.....	\$15.00
Notification of change (NOC)	\$2.00
Addenda record origination (elimination of \$0.02 per record fee).....	No charge

ACH Prefunding

Monthly maintenance (elimination of \$50.00 fee)	No charge
File suspend (each)	\$35.00

Account Reconciliation

Partial Recon, maintenance (per month).....	\$55.00
Full Recon, maintenance (per month).....	\$65.00
Manual issues (per item).....	\$0.15
Deposit Recon, maintenance (per month).....	\$55.00
Deposit Recon (per item)	\$0.08
Positive Pay (per item).....	\$0.06
Reverse Positive Pay, maintenance (per month)	\$40.00

Cash Services

Smart Safe implementation* (per location, once)	\$150.00
Armored transport maintenance* (per month)	\$500.00

Data Exchange Service (DES)

File transmission (per file)	\$10.00
Manual file handling/revision/correction* (per file)	\$50.00

**First Citizens Bank**Central Bank Operations - DAC02
P.O. Box 27131
Raleigh, NC 27611-7131

02455

RFI MANAGEMENT INC
DEBTOR IN POSSESSION
PROJECT 3
4229 AMERICAN DR UNIT D
DURHAM NC 27705-6407

Statement Period: November 1 , 2017 Thru November 30, 2017

Account Number : [REDACTED] 9494

eReceivables

Collection/posting of payments (other than Property Management, per item)	\$0.22
Implementation* (other than SFTP, once)	\$175.00
SFTP implementation* (once).....	\$500.00
SFTP maintenance* (per month).....	\$25.00

Wholesale Lockbox

Monthly Maintenance.....	\$150.00
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Digital Banking for Business

Multiple users (first user free, 2+ users, per month)	\$7.50
ACH Monthly Services - Per ACH Transaction (over 15; each).....	\$1.00

BOB Advantage Basic (Non-analysis Only)

Multiple users* (first user free, 2+ users, per month)	\$7.50
Additional checking, savings, & CD account (elimination of \$15.00 per account over three).....	No charge
Excess Item Charge (elimination of \$0.10 per excess item fee over 500)	No charge
Additional Check/Deposit Image Viewed (elimination of \$1.00 per image fee over 50)	No charge
ACH single payments/external transfers* (each)	\$3.00
ACH Monthly Services - Per ACH Transaction (over 25; each).....	\$1.00
ACH Monthly Services - Per ACH File Processed (elimination of \$10.00 per file fee over 4).....	No charge

BOB Advantage Basic (Commercial Analysis Only)

Multiple users* (first user free, 2+ users, per month)	\$7.50
Additional Check/Deposit Image Viewed (elimination of \$1.00 per image fee over 50)	No charge
ACH single payments/external transfers* (each)	\$3.00
ACH Monthly Services - Per ACH Transaction (over 25; each).....	\$1.00
ACH Monthly Services - Per ACH File Processed (elimination of \$10.00 per file fee over 4).....	No charge

BOB Advantage Plus (Non-analysis and Commercial Analysis)

Monthly Fee.....	\$65.00
Additional Accounts (over 5; each per month)	\$5.00
Excess Item Charge (over 1,000; each per month)	\$0.05
Book Transfers Initiated (elimination of \$1.00 per transfer fee)	No charge
Additional Check/Deposit Image Viewed (elimination of \$0.50 per image fee over 50)	No charge
ACH Monthly Services - Per ACH Transaction (each)	\$0.14

* New fee

+ Paper statement fee may be avoided by signing up for e.statements through Business Online Banking or Digital Banking

FCB-B (12/17)

Notice of Change
Disclosure of Business Account and Miscellaneous Fees and Services

The Following Change for First Citizens Bank
Is Effective December 1, 2017

Unless otherwise noted, all other current fees remain unchanged.

Statement Period: November 1 , 2017 Thru November 30, 2017

Account Number : [REDACTED] 9494

Beginning December 1, 2017, both PIN and Non-PIN purchase amounts will be counted against your daily purchase limit. This may require that you notify your banker to increase your daily purchase limit.

VISA BUSINESS DEBIT CARD TRANSACTION LIMIT

Transaction Daily Limit (per card)

Purchases (depends on the customer-selected limit).....	\$2,500.00,	
	\$5,000.00,	or
	\$7,500.00	

FCB-B (10-11/17)



Statement Period: November 1, 2017 Thru November 30, 2017

Account Number : [REDACTED] 9494

FOLLOW THESE EASY STEPS TO BALANCE YOUR CHECKING ACCOUNT

1. Write here the ending balance shown on the front of this statement.
2. Add deposits not credited in this statement. (Use table A.)
3. Total of lines 1 and 2.
4. Checks and other debits outstanding not charged to your account. (Use table B.)
5. Subtract line 4 from line 3. This should be your current checkbook balance.

1	\$	
2	+\$	
3	=\$	
4	- \$	
5	=\$	

Note: If your statement does not balance, please check to be sure you have entered in your check register all automatic transactions (service charges, advances, payments, drafts etc.) shown on the front of your statement. Please notify the Bank promptly of any discrepancy in your account statement.

A. Deposits/Credits		
Date	Amount	
Total Amount		

B. Outstanding Checks/Debits		
Number	Amount	
Total Amount		

How to Compute Interest Charges on Your Line of Credit.

How to Compute Interest Charges on Your Line of Credit. We figure the interest charge on your account by applying the periodic rate to your "average daily balance" (including current transactions). To get the "average daily balance," we first determine the daily balance of your Account each day. We take the beginning balance of your account each day, add any new advances and charges, and subtract any new payments or credits and any unpaid interest charges, credit insurance premiums, late charges and other charges that have been posted to the account. These calculations give us the daily balance. Then, we add up all the daily balances for the billing cycle and divide the total by the number of days in the billing cycle. This gives us the "average daily balance." Next, we multiply the "average daily balance" by the daily periodic rate applicable to your account. The daily periodic rate is determined by dividing the Annual Percentage Rate by 365. That result is then multiplied by the number of days in the billing cycle to obtain the monthly interest charge. Automatic payment debits are posted to your account after your "average daily balance" is calculated. Interest charges and any credit insurance premiums that accrue during each billing cycle are added to the balance of your account on the last day of the billing cycle prior to the calculation of your minimum payment.

Variable Rate.

Variable Rate. Unless the terms of your revolving line of credit specify that the rate is fixed, your daily periodic rate and Annual Percentage Rate are variable rates subject to change each month.

What To Do If You Think You Find A Mistake On Your Statement (Consumer Accounts Only).

What To Do If You Think You Find A Mistake On Your Statement (Consumer Accounts Only). If you think there is an error on your statement, write to us at the address shown on page one of your statement. In your letter, give us the following information: (1) *Account information:* Your name and account number. (2) *Dollar amount:* The dollar amount of the suspected error. (3) *Description of Problem:* If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake. You must contact us within 60 days after the error appeared on your statement. You must notify us of any potential errors *in writing*. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question. While we investigate whether or not there has been an error, the following are true: (1) We cannot try to collect the amount in question, or report you as delinquent on that amount; (2) The charge in question may remain on your statement, and we may continue to charge you interest on that amount. But, if we determine that we made a mistake, you will not have to pay the amount in question or any interest or other fees related to that amount; (3) While you do not have to pay the amount in question, you are responsible for the remainder of your balance; (4) We can apply any unpaid amount against your credit limit.

Your Rights If You Are Dissatisfied With Your Credit Card Purchases (Consumer Accounts Only).

Your Rights If You Are Dissatisfied With Your Credit Card Purchases (Consumer Accounts Only). This section applies if you access your line of credit using a credit card. If you are dissatisfied with the goods or services that you have purchased with your credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase. To use this right, all of the following must be true: (1) The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than \$50. (Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.) (2) You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify. (3) You must not yet have fully paid for the purchase. If all of the criteria above are met and you are still dissatisfied with the purchase, contact us *in writing* at Credit Card Center-RVA01, P.O. Box 1580, Roanoke, VA 24007-9903; or by calling our Customer Contact Center at 1.888.323.4732. If you call, we may require you to provide us with a written statement concerning your dissatisfaction with the purchase. While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay, we may report you as delinquent.

Liability for Unauthorized Use of Credit Card (Consumer Accounts Only).

Liability for Unauthorized Use of Credit Card (Consumer Accounts Only). If you notice the loss or theft of your credit card or a possible unauthorized use of your card, you should write to us immediately at: Credit Card Center-RVA01, P.O. Box 1580, Roanoke, VA 24007-9903, or call us at our Customer Contact Center, 1.888.323.4732. You will not be liable for any unauthorized use that occurs after you notify us. You may, however, be liable for unauthorized use that occurs before your notice to us. In any case, your liability will not exceed \$50.

Credit History Errors.

Credit History Errors. If you believe we have inaccurately reported information about your account history to a consumer reporting agency, please notify us in writing at the Bank address stated on page one of your statement.

Prompt Crediting of Payments.

Prompt Crediting of Payments. To receive credit for a payment on the date we receive the payment, we must receive your payment prior to 5:00 p.m. on a Bank business day (any day except Saturday, Sunday or a bank holiday). If paying at a branch or by mail, then payments must include the payment coupon. In addition, if paying by mail, payment must be mailed to the specific address furnished by the Bank. Payments received at any of our ATMs; payments received on a business day after 5:00 p.m.; payments received at a branch or by mail without a coupon; and, payments received on a day that is not a Bank business day, will be credited to your account no later than the next Bank business day.

Preauthorized Deposits.

Preauthorized Deposits. If direct deposits are made to your account at least every 60 days by the same person or entity, you can call us at the telephone number shown on page one of your statement to find out whether the deposit has been made.



Statement Period: November 1 , 2017 Thru November 30, 2017

Account Number : [REDACTED] 9494

In Case of Errors or Questions About Your Electronic Transfers (Consumer Accounts Only).

If you think your statement or receipt is wrong or if you need more information about a transfer on a statement or receipt, telephone or write us as soon as you can at the telephone number or address which appears on page one of your statement. We must hear from you no later than 60 days after we sent you the FIRST statement on which the error or problem appeared. You must: (1) tell us your name and account number; (2) describe the error or the transfer you are unsure about (including the date it occurred), and explain as clearly as you can why you believe it is in error or why you need more information; and (3) tell us the dollar amount of the suspected error. We will investigate your complaint and correct any error promptly. We may take up to 45 days to complete our investigation (90 days for transfers initiated outside the U.S. or resulting from point-of-sale debit-card transactions). If we take more than 10 business days (5 days for certain Visa® Check Card transactions; 20 days for certain new accounts), we will recredit your account for the amount you think is in error, so that you will have the use of the money during the time it takes to complete our investigation.

Credit Limit.

When you make a payment on your account, we may, at our option, delay advancing additional funds from your line of credit in reliance on that payment until we confirm that your payment has been fully and finally collected. If we placed a hold on a credited payment pending our final determination of collectability, the "Available Credit" amount on the front page of this statement will **not** reflect this payment and funds in the amount of the hold will **not** be available to you for subsequent advances until we confirm that your payment has been fully and finally collected.

Interest Charge.

The term "Interest Charge" on your statement has the same meaning as the term "Finance Charge" that may appear in your revolving line of credit documents.



First Citizens Bank

Central Bank Operations - DAC02
P.O. Box 27131
Raleigh, NC 27611-7131

02455

RFI MANAGEMENT INC
DEBTOR IN POSSESSION
PROJECT 3
4229 AMERICAN DR UNIT D
DURHAM NC 27705-6407

Statement Period: November 1 , 2017 Thru November 30, 2017

Account Number : [REDACTED] 9494

RFI MANAGEMENT INC. PO BOX 82332 DURHAM, NC 27708		11/7/17 Date	1006 10-30/2017
Pay to the Order of	Jose Frelin Solis	\$2,500.00	
Five thousand five hundred and 00/100ths		Dollars	
First Citizens Bank			
For Rental - Snoods Ferry			
0531003000		01006	

Chk# 1006

\$2,500.00

**First Citizens Bank**

Central Bank Operations - DAC02
P.O. Box 27131
Raleigh, NC 27611-7131

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501

02454

RFI MANAGEMENT INC
DEBTOR IN POSSESSION
PROJECT 4
4229 AMERICAN DR UNIT D
DURHAM NC 27705-6407

Your Account(s) At A Glance

Checking
Balance **5,010.65+**

Statement Period: November 1, 2017 Thru November 30, 2017

Account Number : [REDACTED] 9486

**Basic Business Checking**

Account Number : [REDACTED] 9486

Enclosures In Statement: 0

Beginning Balance **40,672.53+**
0 Deposits 0.00
0 Other Credits 0.00
3 Checks 11,500.00-
7 Other Debits 24,161.88-
Monthly Service Charge 0.00

Statement Period Days 30
Average Ledger Balance 15,423.00+

Ending Balance **5,010.65+**

Checks Paid From Your Account

Check No.	Date	Amount	Check No.	Date	Amount	Check No.	Date	Amount
1007	11-02	8,000.00	1008	11-13	1,500.00	1009	11-20	2,000.00

*Prior Check Number(s) Not Included or Out of Sequence.

Other Debits From Your Account

Date	Description	Amount
11-01	POS Signature- Visa #6538 Hotels.Com142761548126 Hotels.Com Wa	148.22
11-01	Transfer Internet 11-01 Seq # 2272 [REDACTED] 9603	9,000.00
11-02	POS Signature- Visa #6538 L Fishman And Son Bran 410-633-0066 NC	647.56
11-03	POS Signature- Visa #6538 L Fishman And Son Bran 410-633-0066 NC	2,366.10
11-10	Transfer Internet 11-10 Seq # 99960 [REDACTED] 3796	2,000.00
11-20	Transfer Internet 11-18 Seq # 47352 [REDACTED] 9363	5,000.00
11-27	Transfer Internet 11-27 Seq # 99499 [REDACTED] 9603	5,000.00
Total		24,161.88

Daily Balance Summary

Date	Balance	Date	Balance	Date	Balance
11-01	31,524.31+	11-10	18,510.65+	11-27	5,010.65+
11-02	22,876.75+	11-13	17,010.65+		
11-03	20,510.65+	11-20	10,010.65+		



Direct Customer Inquiry Calls To
FIRST CITIZENS DIRECT
Telephone Banking At 1-888-323-4732.

Statement Period: November 1, 2017 Thru November 30, 2017

Account Number : 9486

**Notice of Change
Disclosure of Business Account and Miscellaneous Fees and Services**

**The Following Fee Changes for First Citizens Bank
Are Effective February 1, 2018**

Unless otherwise noted, all other current fees remain unchanged.

Commercial Analysis Accounts:

Monthly maintenance fee (WV).....	\$21.00
Per electronic deposit (AZ, CA)	\$0.40
Per paper deposit (all states).....	\$0.90
Per item deposited (in-state, out-of-state, government/on-us) (all states, non-RID).....	\$0.15
Per item deposited (in-state, out-of-state, government/on-us) (all states, RID)	\$0.10
Invoice fee* (accounts invoiced for service charges).....	\$50.00
Deposit Protection (per \$1,000 average daily ledger balance, \$50.00 maximum charge per account)	\$0.12
Reserve requirement (elimination of current 10%).....	0%

Basic Business Checking

Paper statement fee+	\$5.00
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Value Business Checking

Paper statement fee+	\$5.00
----------------------------	--------

Premier Business Checking

Paper statement fee+	\$5.00
----------------------------	--------

Miscellaneous Fees:

Currency supplied, per \$1,000	\$1.30
Special statement (other than standard cycle)	\$5.00
Wire transfers (customers only), e-mail advice.....	\$2.50

Zero Balance Account (ZBA)

Account maintenance (Master account, per month).....	\$35.00
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Automated Clearing House (ACH) Services

Origination (per item).....	\$0.14
File modifications.....	\$15.00
Notification of change (NOC)	\$2.00
Addenda record origination (elimination of \$0.02 per record fee).....	No charge

ACH Prefunding

Monthly maintenance (elimination of \$50.00 fee)	No charge
File suspend (each)	\$35.00

Account Reconciliation

Partial Recon, maintenance (per month).....	\$55.00
Full Recon, maintenance (per month).....	\$65.00
Manual issues (per item).....	\$0.15
Deposit Recon, maintenance (per month).....	\$55.00
Deposit Recon (per item)	\$0.08
Positive Pay (per item).....	\$0.06
Reverse Positive Pay, maintenance (per month)	\$40.00

Cash Services

Smart Safe implementation* (per location, once)	\$150.00
Armored transport maintenance* (per month)	\$500.00

Data Exchange Service (DES)

File transmission (per file)	\$10.00
Manual file handling/revision/correction* (per file)	\$50.00

**First Citizens Bank**Central Bank Operations - DAC02
P.O. Box 27131
Raleigh, NC 27611-7131

02454

RFI MANAGEMENT INC
DEBTOR IN POSSESSION
PROJECT 4
4229 AMERICAN DR UNIT D
DURHAM NC 27705-6407

Statement Period: November 1 , 2017 Thru November 30, 2017

Account Number : [REDACTED] 9486

eReceivables

Collection/posting of payments (other than Property Management, per item)	\$0.22
Implementation* (other than SFTP, once)	\$175.00
SFTP implementation* (once).....	\$500.00
SFTP maintenance* (per month).....	\$25.00

Wholesale Lockbox

Monthly Maintenance.....	\$150.00
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Digital Banking for Business

Multiple users (first user free, 2+ users, per month)	\$7.50
ACH Monthly Services - Per ACH Transaction (over 15; each).....	\$1.00

BOB Advantage Basic (Non-analysis Only)

Multiple users* (first user free, 2+ users, per month)	\$7.50
Additional checking, savings, & CD account (elimination of \$15.00 per account over three).....	No charge
Excess Item Charge (elimination of \$0.10 per excess item fee over 500)	No charge
Additional Check/Deposit Image Viewed (elimination of \$1.00 per image fee over 50)	No charge
ACH single payments/external transfers* (each)	\$3.00
ACH Monthly Services - Per ACH Transaction (over 25; each).....	\$1.00
ACH Monthly Services - Per ACH File Processed (elimination of \$10.00 per file fee over 4).....	No charge

BOB Advantage Basic (Commercial Analysis Only)

Multiple users* (first user free, 2+ users, per month)	\$7.50
Additional Check/Deposit Image Viewed (elimination of \$1.00 per image fee over 50)	No charge
ACH single payments/external transfers* (each)	\$3.00
ACH Monthly Services - Per ACH Transaction (over 25; each).....	\$1.00
ACH Monthly Services - Per ACH File Processed (elimination of \$10.00 per file fee over 4).....	No charge

BOB Advantage Plus (Non-analysis and Commercial Analysis)

Monthly Fee.....	\$65.00
Additional Accounts (over 5; each per month)	\$5.00
Excess Item Charge (over 1,000; each per month)	\$0.05
Book Transfers Initiated (elimination of \$1.00 per transfer fee)	No charge
Additional Check/Deposit Image Viewed (elimination of \$0.50 per image fee over 50)	No charge
ACH Monthly Services - Per ACH Transaction (each)	\$0.14

* New fee

+ Paper statement fee may be avoided by signing up for e.statements through Business Online Banking or Digital Banking

FCB-B (12/17)

Notice of Change
Disclosure of Business Account and Miscellaneous Fees and Services

The Following Change for First Citizens Bank
Is Effective December 1, 2017

Unless otherwise noted, all other current fees remain unchanged.

Statement Period: November 1 , 2017 Thru November 30, 2017

Account Number : [REDACTED] 9486

Beginning December 1, 2017, both PIN and Non-PIN purchase amounts will be counted against your daily purchase limit. This may require that you notify your banker to increase your daily purchase limit.

VISA BUSINESS DEBIT CARD TRANSACTION LIMIT

Transaction Daily Limit (per card)

Purchases (depends on the customer-selected limit).....	\$2,500.00,	
	\$5,000.00,	or
	\$7,500.00	

FCB-B (10-11/17)

02454

Account Number : ██████████9486

1. Write here the ending balance shown on the front of this statement.
2. Add deposits not credited in this statement. (Use table A.)
3. Total of lines 1 and 2.
4. Checks and other debits outstanding not charged to your account. (Use table B.)
5. Subtract line 4 from line 3. This should be your current checkbook balance.

1	\$	
2	+\$	
3	=\$	
4	- \$	
5	=\$	

Note: If your statement does not balance, please check to be sure you have entered in your check register all automatic transactions (service charges, advances, payments, drafts etc.) shown on the front of your statement. Please notify the Bank promptly of any discrepancy in your account statement.

A. Deposits/Credits		
Date	Amount	
Total Amount		

Number	Amount	
Total Amount		

How to Compute Interest Charges on Your Line of Credit. We figure the interest charge on your account by applying the periodic rate to your "average daily balance" (including current transactions). To get the "average daily balance," we first determine the daily balance of your Account each day. We take the beginning balance of your account each day, add any new advances and charges, and subtract any new payments or credits and any unpaid interest charges, credit insurance premiums, late charges and other charges that have been posted to the account. These calculations give us the daily balance. Then, we add up all the daily balances for the billing cycle and divide the total by the number of days in the billing cycle. This gives us the "average daily balance." Next, we multiply the "average daily balance" by the daily periodic rate applicable to your account. The daily periodic rate is determined by dividing the Annual Percentage Rate by 365. That result is then multiplied by the number of days in the billing cycle to obtain the monthly interest charge. Automatic payment debits are posted to your account after your "average daily balance" is calculated. Interest charges and any credit insurance premiums that accrue during each billing cycle are added to the balance of your account on the last day of the billing cycle prior to the calculation of your minimum payment.

Variable Rate. Unless the terms of your revolving line of credit specify that the rate is fixed, your daily periodic rate and Annual Percentage Rate are variable rates subject to change each month.

What To Do If You Think You Find A Mistake On Your Statement (Consumer Accounts Only).

What To Do If You Think You Find A Mistake On Your Statement (Consumer Accounts Only). If you think there is an error on your statement, write to us at the address shown on page one of your statement. In your letter, give us the following information: (1) *Account information:* Your name and account number. (2) *Dollar amount:* The dollar amount of the suspected error. (3) *Description of Problem:* If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake. You must contact us within 60 days after the error appeared on your statement. You must notify us of any potential errors *in writing*. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question. While we investigate whether or not there has been an error, the following are true: (1) We cannot try to collect the amount in question, or report you as delinquent on that amount; (2) The charge in question may remain on your statement, and we may continue to charge you interest on that amount. But, if we determine that we made a mistake, you will not have to pay the amount in question or any interest or other fees related to that amount; (3) While you do not have to pay the amount in question, you are responsible for the remainder of your balance; (4) We can apply any unpaid amount against your credit limit.

Your Rights If You Are Dissatisfied With Your Credit Card Purchases (Consumer Accounts Only). This section applies if you access your line of credit using a credit card. If you are dissatisfied with the goods or services that you have purchased with your credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase. To use this right, all of the following must be true: (1) The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than \$50. (Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.) (2) You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify. (3) You must not yet have fully paid for the purchase. If all of the criteria above are met and you are still dissatisfied with the purchase, contact us *in writing* at Credit Card Center-RVA01, P.O. Box 1580, Roanoke, VA 24007-9903; or by calling our Customer Contact Center at 1.888.323.4732. If you call, we may require you to provide us with a written statement concerning your dissatisfaction with the purchase. While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay, we may report you as delinquent.

Liability for Unauthorized Use of Credit Card (Consumer Accounts Only). If you notice the loss or theft of your credit card or a possible unauthorized use of your card, you should write to us immediately at: Credit Card Center-RVA01, P.O. Box 1580, Roanoke, VA 24007-9903, or call us at our Customer Contact Center, 1.888.323.4732. You will not be liable for any unauthorized use that occurs after you notify us. You may, however, be liable for unauthorized use that occurs before your notice to us. In any case, your liability will not exceed \$50.

Credit History Errors. If you believe we have inaccurately reported information about your account history to a consumer reporting agency, please notify us in writing at the Bank address stated on page one of your statement.

Prompt Crediting of Payments. To receive credit for a payment on the date we receive the payment, we must receive your payment prior to 5:00 p.m. on a Bank business day (any day except Saturday, Sunday or a bank holiday). If paying at a branch or by mail, then payments must include the payment coupon. In addition, if paying by mail, payment must be mailed to the specific address furnished by the Bank. Payments received at any of our ATMs; payments received on a business day after 5:00 p.m.; payments received at a branch or by mail without a coupon; and, payments received on a day that is not a Bank business day, will be credited to your account no later than the next Bank business day.

Preauthorized Deposits. If direct deposits are made to your account at least every 60 days by the same person or entity, you can call us at the telephone number shown on page one of your statement to find out whether the deposit has been made.



Statement Period: November 1 , 2017 Thru November 30, 2017

Account Number : [REDACTED] 9486

In Case of Errors or Questions About Your Electronic Transfers (Consumer Accounts Only).

If you think your statement or receipt is wrong or if you need more information about a transfer on a statement or receipt, telephone or write us as soon as you can at the telephone number or address which appears on page one of your statement. We must hear from you no later than 60 days after we sent you the FIRST statement on which the error or problem appeared. You must: (1) tell us your name and account number; (2) describe the error or the transfer you are unsure about (including the date it occurred), and explain as clearly as you can why you believe it is in error or why you need more information; and (3) tell us the dollar amount of the suspected error. We will investigate your complaint and correct any error promptly. We may take up to 45 days to complete our investigation (90 days for transfers initiated outside the U.S. or resulting from point-of-sale debit-card transactions). If we take more than 10 business days (5 days for certain Visa® Check Card transactions; 20 days for certain new accounts), we will recredit your account for the amount you think is in error, so that you will have the use of the money during the time it takes to complete our investigation.

Credit Limit.

When you make a payment on your account, we may, at our option, delay advancing additional funds from your line of credit in reliance on that payment until we confirm that your payment has been fully and finally collected. If we placed a hold on a credited payment pending our final determination of collectability, the "Available Credit" amount on the front page of this statement will **not** reflect this payment and funds in the amount of the hold will **not** be available to you for subsequent advances until we confirm that your payment has been fully and finally collected.

Interest Charge.

The term "Interest Charge" on your statement has the same meaning as the term "Finance Charge" that may appear in your revolving line of credit documents.



First Citizens Bank

Central Bank Operations - DAC02
P.O. Box 27131
Raleigh, NC 27611-7131

02454

RFI MANAGEMENT INC
DEBTOR IN POSSESSION
PROJECT 4
4229 AMERICAN DR UNIT D
DURHAM NC 27705-6407

Statement Period: November 1, 2017 Thru November 30, 2017

Account Number : [REDACTED] 9486

RFI MANAGEMENT INC PO BOX 62332 DURHAM, NC 27705		11/21/17	1007
Pay to the Order of <u>Modern Floors Plus LLC</u>		\$8,000.00	
<u>eight thousand 00/100</u>		Dollars	
First Citizens Bank			
For <u>Invoice no 1886 (Knightsdale)</u>			
⑆053100300⑆ [REDACTED] 01007			

Chk# 1007

\$8,000.00

RFI MANAGEMENT INC PO BOX 62332 DURHAM, NC 27705		11/7/17	1008
Pay to the Order of <u>Jose Fralin Sols</u>		\$1,500.00	
<u>one thousand five hundred 00/100</u>		Dollars	
First Citizens Bank			
For <u>Partial - Knightsdale</u>			
⑆053100300⑆ [REDACTED] 01008			

Chk# 1008

\$1,500.00

RFI MANAGEMENT INC PO BOX 62332 DURHAM, NC 27705		11/18/17	1009
Pay to the Order of <u>William J. Howe</u>		\$2,000.00	
<u>two thousand 00/100</u>		Dollars	
First Citizens Bank			
For <u>Partial - Knightsdale</u>			
⑆053100300⑆ [REDACTED] 01009			

Chk# 1009

\$2,000.00

Monthly Reports	2017 - Actuals									2018
	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Jan MTD
Income										
Total	\$ 20,423.75	\$ 84,724.73	\$ 27,340.36	\$ 103,698.43	\$ 192,100.00	\$ -	\$ 51,048.87	\$ 56.08	\$ -	\$ 30,000.00
Expenses										
Job Costs	\$ 13,369.05	\$ 57,836.00	\$ 25,974.77	\$ 46,967.06	\$ 43,406.88	\$ 63,840.92	\$ 26,448.42	\$ 27,223.57	\$ 6,670.88	\$ 4,632.45
Officer Compensation	\$ -	\$ 6,065.58	\$ 11,359.79	\$ 8,695.69	\$ 16,595.95	\$ 9,578.90	\$ 11,642.90	\$ 3,032.17	\$ -	\$ 4,387.37
Operating	\$ 507.34	\$ 1,267.61	\$ 1,882.97	\$ 3,154.44	\$ 3,420.09	\$ 791.36	\$ 2,693.27	\$ 1,213.77	\$ 1,249.70	\$ 331.27
Puerto Rico	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10,678.01	\$ -	\$ -	\$ -	\$ -
Adequate Protection	\$ -	\$ 2,000.00	\$ -	\$ 13,600.00	\$ 13,600.00	\$ 6,800.00	\$ 6,800.00	\$ 6,800.00	\$ -	\$ 13,600.00
Administrative	\$ -	\$ -	\$ -	\$ 7,562.97	\$ 11,800.00	\$ -	\$ -	\$ -	\$ -	\$ -
Quarterly Fees	\$ -	\$ 325.00	\$ -	\$ -	\$ 975.00	\$ -	\$ 1,950.00	\$ -	\$ -	\$ -
Total	\$ 13,876.39	\$ 67,494.19	\$ 39,217.53	\$ 79,980.16	\$ 89,797.92	\$ 91,689.19	\$ 49,534.59	\$ 38,269.51	\$ 7,920.58	\$ 22,951.09
Net Profit (Loss)	\$ 6,547.36	\$ 17,230.54	\$ (11,877.17)	\$ 23,718.27	\$ 102,302.08	\$ (91,689.19)	\$ 1,514.28	\$ (38,213.43)	\$ (7,920.58)	\$ 7,048.91
Cash on Hand	\$ 6,547.36	\$ 23,777.90	\$ 11,900.73	\$ 35,619.00	\$ 137,921.08	\$ 46,231.89	\$ 47,746.17	\$ 9,532.74	\$ 1,612.16	\$ 8,661.07