

**THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF PUERTO RICO**

**BALTAZAR NEGRON SOTO**

**CASE NO. 14-08847**

**DEBTOR(S)**

**CHAPTER 11**

**AMENDED DISCLOSURE STATEMENT  
FOR PLAN OF REORGANIZATION DATED JULY 8, 2016**

**Jesús Enrique Batista-Sánchez, Esq.**

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This Disclosure Statement is being filed in connection with the Plan of Reorganization dated August 26, 2015 (the "Plan") for the Individual Chapter 11 Debtor, Baltazar Negron Soto. A copy of the Plan is attached hereto as **Exhibit A**.

## **ARTICLE 1. SUMMARY OF PLAN**

The Debtor submits the following summary of the Plan (the "Summary") that sets forth the nature of the Plan and includes a clear description of the exact proposed treatment of each Class of Creditors; shows total amounts and timing of payments to be made under the Plan and all sources and amounts of funding thereof; as well as plainly identifies all Class of Creditors, the composition of each Class, the amount of Claims, and the property to be received by each Class, accordingly:

**1.1. Debtor: Baltazar Negron Soto**

**1.2. General Purpose:** This Plan consists of one (1) class of Secured Claims, one (1) Class of General Unsecured Claims, and Priority Tax Claims which are not classified in the Plan. The purpose of this Plan is to reorganize secured, unsecured and priority claims against the Debtor and the Debtor's real and personal properties.

The Debtor is an Individual. The Debtor generates income from three sources: (a) the Debtor's management and ownership interest of Funeraria Ebenezer, (b) income which is paid to the Debtor from the Ministry of Iglesia De Dios Restaurando La Familia, and (c) rental income generated by the Debtor's Commercial Property.

The Debtor owns two significant business assets. First, the Debtor owns a 100% interest in the shares of Funeraria Ebenezer (hereinafter, referred to as the "Funeraria"). Funeraria, which is managed and operated by the Debtor, is a corporation dedicated to funeral services. Funeraria does not own any real property. The Debtor also owns an investment real property located at: Calle 601 Bloque 222 Casa 15 Villa Carolina, Carolina, PR (the "Investment Property" and/or "Commercial Property"). Additionally, the Debtor also owns the real property located at Bloque 142 Calle 412 #13 Villa Carolina, Carolina, PR, which is Debtor's Primary Residence (the "Primary Residence"). The Primary Residence is owned by the Debtor free and clear of any liens and/or encumbrances.

**1.3 Classification, Treatment of Creditors and Distributions to Claims and Interests:** The Plan consists of two (2) classes of creditors, one (1) class of equity holders, and Priority Tax Claims, which are not classified in this Plan. The Classes of Creditors are:

**1.3.1 Rushmore Secured Claim (Class 1):** Class 1 consists of the Allowed Secured Claim of Rushmore Loan Management Systems LLC ("Rushmore") (POC #4), if any, which is allegedly secured by a pre-petition first mortgage lien which encumbers the Commercial Property.

**1.3.2 General Unsecured Claims (Class 2):** Class 2 Claims consist of: (a) the pre-petition unsecured claims against the Debtor, to the extent Allowed, if any. It is anticipated that the Claims filed pursuant to Class 2 will result in Allowed Class 2 Claims in the approximate amount of \$105,000.00.

**1.3.3 Equity Interests (Class 3):** This Class consists of the Debtor's right to retain the Property.

1.4. **Term:** The Term of the Plan is thirty (30) years.

1.5. **Plan Funding:** As set forth in more detail in the Five Year Cash Flow Statement attached as **Exhibit B**, the Plan will be funded by and through: (a) the Debtor's cash reserves as of the Effective Date of the Plan, (b) the future cash flows generated by the rental of the Commercial Property; (c) income generated from the Debtor's ownership of Funeraria; and (d) income received by the Debtor for his services as a minister and preacher of Iglesias de Dios.

1.6. **Effective Date:** The Effective Date of the Plan will be the 10<sup>th</sup> day following the day this Honorable Court enters an Order of Confirmation, unless the Confirmation Order is stayed pending appeal, in which case the Effective Date shall be the first day, other than a Saturday, Sunday or legal holiday enumerated in Bankruptcy Rule 9006(a), after such stay is dissolved, vacated or expires.

1.7. **Voting:** Those creditors entitled to vote on the Plan should complete the enclosed ballot and return it to Condominio Midtown 420 Ponce de Leon Ave., San Juan, PR 00918. Ballots must be received on or before \_\_\_\_\_ at \_\_\_\_\_ p.m. EST. Only those ballots returned in a timely manner and in accordance with the accompanying notice and instructions will be counted in determining whether a particular Class of creditors has accepted or rejected the Plan. Acceptance of the Plan by a Class of Claims requires accepting votes by (1) more than half of the voting creditors of such class, and (2) holders of claims totaling at least two thirds of the total amount of claims held by voting creditors of such class. Acceptance of the Plan by a class of Interest requires acceptance by at least two-thirds (2/3) in amount of the allowed Interests of such class that have voted to accept or reject the Plan.

1.8. **Hearing:** On \_\_\_\_\_ at \_\_\_\_\_ a.m. the Confirmation Hearing shall be held before the Honorable Mildred Caban Flores at the United States Bankruptcy Court, District of Puerto Rico, José V. Toledo Federal Building & US Courthouse 300 Recinto Sur Street, Courtroom #3, San Juan, Puerto Rico 00901 (the "Confirmation Hearing"). The last day for filing and serving written objections to the disclosure statement and confirmation of the plan shall be \_\_\_\_\_ at \_\_\_\_\_ p.m..

1.9. **Additional Information:** Request for information regarding the Plan or the Disclosure Statement should be directed to counsel for Debtor as follows:

**The Batista Law Group, PSC**  
Jesús E. Batista Sánchez, Esq.  
Mid-Town Plaza  
420 Ponce De León, Ave.; Suite #901  
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1.10. **Liquidation Value:** A Liquidation Analysis is attached hereto as **Exhibit C**. It shows that in a hypothetical liquidation of the Debtor's assets under Chapter 7 there would be less than \$3,607.54 to distribute to unsecured creditors. If any creditor and or creditors are deemed the holders of an Allowed General Unsecured Claim, this Plan proposes to distribute to the class of general unsecured creditors a 13.00% distribution or \$4,500.00 on account of their Allowed

General Unsecured Claims. But in no case will such distribution be less than \$3,607.54 and/or the amount of Allowed General Unsecured Claims whichever is less.

1.10 **Disposable Income:** A Disposable Income Analysis is attached hereto as **Exhibit D**. It shows that Debtor's monthly disposable income, if projected over 60 months pursuant to 11 U.S.C. § 1129(a)(15), would not result in a distribution to unsecured creditors.

1.10 **Tax Consequences:** The confirmation and execution of the Plan may have tax consequences to holders of Claims. The Debtor does not offer any opinion as to any federal, state, local or other tax consequences to holders of Claims as a result of the Confirmation of the Plan. All holders of Claims are urged to consult their own tax advisors with respect to the federal, state, local and foreign tax consequences of the Plan. **THIS DISCLOSURE STATEMENT IS NOT INTENDED, AND SHOULD NOT BE CONSTRUED, AS LEGAL OR TAX ADVICE TO ANY CREDITOR.**

1.11 **Disbursing Agent.** Baltazar Negron Soto shall be the disbursing agents for Plan payments.

1.12 **Executory Contracts.** The Debtor rejects any executory contract or lease not specifically assumed in the attached **Exhibit A** to the Plan. Any counter-party to the executory contracts listed therein, may, within 30 days after the Confirmation Date, file a proof of claim for damages for any amount of damages allegedly resulting from the rejection of the contract. Any rejection damages arising pursuant to a notice of rejection of a contract or lease shall constitute a Class 2 Claim to the extent they become Allowed Claims.

## **ARTTICLE 2 THE PURPOSE OF THE DISCLOSURE STATEMENT AND THE PLAN CONFIRMATION PROCESS**

The purpose of this Disclosure Statement is to provide each creditor with a description of the Plan as an aid in making an informed decision to accept or reject the Plan. Each impaired creditor is entitled to vote to accept or reject the Plan. **THE DISCLOSURE STATEMENT PROVIDES A BRIEF SUMMARY OF THE PLAN AND OTHER INFORMATION WITH RESPECT THERETO AND IS NOT INTENDED TO TAKE THE PLACE OF THE PLAN. EACH CREDITOR IS URGED TO STUDY THE PLAN IN FULL AND TO CONSULT WITH COUNSEL WITH RESPECT TO THE PLAN AND ITS EFFECT ON HIS/HER RIGHTS.**

The court will set a date for a hearing on the confirmation of the Plan. Creditors may vote on the Plan by filling out and mailing the accompanying Ballot for accepting or rejecting the Plan to: *The Batista Law Group, PSC.*, Condominio Midtown 420 Ponce de Leon Ave. Suite 901, San Juan, PR, 00918. In order for the Plan to be accepted, claimants holding at least two thirds in amount and more than one half in numbers of the allowed claims in Classes 1 through 4 who vote, must vote in favor of the Plan. The Plan may be confirmed with the acceptance of one Class of Claimants as described hereinafter.

**NO REPRESENTATIONS CONCERNING THE DEBTOR ARE AUTHORIZED OTHER THAN AS SET FORTH IN THIS STATEMENT. ANY REPRESENTATIONS OR INDUCEMENTS MADE TO SECURE YOUR ACCEPTANCE, WHICH ARE OTHER THAN AS CONTAINED IN THIS STATEMENT, SHOULD NOT BE RELIED UPON BY**

**YOU IN ARRIVING AT YOUR DECISION, AND SUCH ADDITIONAL REPRESENTATIONS AND INDUCEMENTS SHOULD BE REPORTED TO THE OFFICE OF THE UNITED STATES TRUSTEE WHICH, IN TURN, SHALL DELIVER SUCH INFORMATION TO THE BANKRUPTCY COURT FOR SUCH ACTIONS AS MAY BE DEEMED APPROPRIATE. THE INFORMATION CONTAINED HEREIN HAS NOT BEEN SUBJECT TO A CERTIFIED AUDIT. THE DEBTOR DOES NOT WARRANT OR REPRESENT THE INFORMATION CONTAINED HEREIN IS WITHOUT ANY INACCURACY ALTHOUGH CONSIDERABLE EFFORT HAS BEEN MADE TO BE ACCURATE.**

The Debtor has proposed this Plan of Reorganization in good faith and in compliance with the applicable provisions of the Bankruptcy Code. In a reorganizing Plan, if the Plan has been accepted by one impaired class, but all impaired classes have not accepted the Plan, the Court would normally determine whether to cram the plan down on the dissenting class or classes. The Court can only do this if the Plan does not discriminate unfairly as to each class of claims, and if the Plan is fair and equitable as to each class of claims. Whether a Plan is fair and equitable as to a class of claims is determined by the standards set out in § 1129(b)(2) of the Bankruptcy Code. In the Plan submitted by the Debtor, there are 2 impaired classes. Therefore, the “cram down” provisions of the bankruptcy code could be applied against a rejection class or classes of creditors. Regardless of the results of voting under any class of claims, the Debtor will ask the Court to confirm the Plan of Reorganization and find that the Plan does not discriminate unfairly and is fair and equitable with respect to the rejection creditors described in such cases.

### **ARTICLE 3. FINANCIAL INFORMATION RESPECTING DEBTOR**

#### **3.1 Description of the Debtor and His Business**

The Debtor is an individual whose primary sources of income are: (a) the rental income generated by the Commercial Property, (b) the income generated from Self-employment as the owner of Funeraria Ebenezer, and (c) the income generate from Debtor’s professional services as a preacher. The Debtor’s primary assets are the Debtor’s Primary Residence and the Commercial Property. The Commercial Property consists of a building with rental spaces that generates monthly rental income in the amount of \$1,650.00 per month. The market value of the Commercial Property is \$180,000.00. The Primary Residence is located in Villa Carolina, Puerto Rico. The same is valued at approximately \$90,000.00, is owned free and clear, but subject to the Debtor’s claim homestead exemption.

#### **3.2 Debtor’s assets and Liabilities:**

As of the Petition Date, the Debtor’s Assets and Liabilities reflected Assets in the amount of \$282,165.00 and Liabilities in the amount of \$285,052.40. See, **Exhibit E**, Summary of Schedules, Schedules A, B, D, E, F, I and J.

The Debtor’s assets include: (a) Debtor’s Primary Residence valued at \$90,000.00 and (b) the Commercial Property valued at \$180,000.00. In addition, the Debtor scheduled miscellaneous personal property valued at \$12,165.00 which includes the value of the Debtor’s capital stock in Funeraria.

The Debtor’s liabilities are limited to claims which are secured by the Debtor’s real and personal property. Specifically, the secured claims include: (a) a first mortgage in the amount of

\$160,000.00, filed by Rushmore, which is allegedly secured by a pre-petition lien on the Commercial Property. General Unsecured Claims are estimated in the approximately amount of \$105,000.00. See, **EXHIBIT F**, Charts of Claim.

3.3. Factors Leading to Chapter 11:

The Bankruptcy Petition in this case was filed to stay three legal actions which were pending against the Debtor. Specifically, Rushmore, Banco Bilbao Viscaya and Antonio Flores had commenced legal actions to collect on alleged pre-petition mortgage arrears and unsecured obligations. The alleged pre-petition mortgage arrears were caused, amongst other reasons, by a decrease in the income the Debtor generates from the Funeraria.

To accommodate these obligations, the Debtor sought bankruptcy protection. Here, the Debtor seeks to reorganize the secured debt with Rushmore and Banco Bilbao Vizcaya, as well as all other unsecured creditors.

3.4 Best Interest of Creditors Test

3.4.1 **Liquidation Analysis:** The Debtor's primary assets are: (a) Debtor's Primary Residence, which is owned free and clear of any liens and/or encumbrances; and (b) the Commercial Property. The value of the Primary Residence is \$90,000.000 and the value of the Commercial Property is estimated at \$180,000.00. The Primary Residence is exempt property under applicable provisions of Puerto Rico law. The Commercial Property, on the other hand, is encumbered by a mortgage lien in the favor of . The mortgage lien which encumbers the Commercial Property totals approximately \$160,000.00. Additionally, the Debtor also own miscellaneous personal property with an estimated value of \$12,165.00.

Attached hereto, as **Exhibit C**, is a Liquidation Value Analysis. This analysis of the Debtor's Assets and Liabilities reveals a Net Liquidation Value of less than \$3,607.54.

3.4.2 **Best Interest Test:** In this case, the Debtor believes that Creditors, particularly Creditors holding Class 2 Allowed General Unsecured Claims, if any, will fare no better in a Chapter 7 liquidation that they will under the Plan if the Plan is confirmed.

In a hypothetical Chapter 7 scenario liquidation of the Debtor's real properties would not result in a distribution to unsecured creditors. First, after allowances for expenses, costs and potential discounts related to a distressed sale of the Commercial Property, the secured creditor will not realize a sufficient amount to satisfy the secured claims. Therefore, general unsecured creditors would not receive a distribution from the liquidation of the Commercial Property. The Primary Residence, on the other hand, is owned free and clear. This Primary Residence, however, is an exempt asset; thus, general unsecured creditors will not receive a distribution from the liquidation of this asset either.

In this Case, the Debtor believes that unsecured creditors will fare better under the Plan than in a hypothetical Chapter 7. In this case, creditors with Allowed General Unsecured Claims will receive a distribution equal to 4.2% of its claim but in no case will the distribution be in an amount less than \$3,607.54. As such, if unsecured claims are Allowed in this Case, such creditors will receive no less under this Plan that they would receive in a hypothetical Chapter 7 liquidation. In addition, here, they will receive said sum without having to incur in the collection costs they would hypothetically have to incur in order to collect a lesser amount if the case was dismissed or converted.



### 3.5 Post-Petition Financial Condition and Post-Petition Monthly Operating Statements.

After the Case was filed, on October 28, 2014, the Debtor opened his DIP bank account.

The Debtor's sources of income, post-petition, have been: (a) rental income, (b) income generated from Debtor's self-employment, and (c) income from church as a preacher.

The Debtor's expenses, post-petition, have primarily been his household expenses. The Debtor's post-petition household expenses are consistent with the Debtor's pre-petition expenses as reflected in the filed Scheduled J.

### 3.6 Cash Flow Projections.

Debtor's Cash Flow Projections are attached hereto as **Exhibit B**. The Debtor estimates that the last distribution under the Plan will be on the 360<sup>th</sup> month following the Effective Date of the Plan.<sup>1</sup>

The Debtor's projections are based on the Debtor's post-petition efforts to reorganize his financial affairs. Post-petition, the Debtor has invested into the improvements of two Units in his Commercial Property. As a result, the Debtor projects that the Commercial Property will generate rents from: (a) a barber, at \$700.00 per month, (b) a Church, at \$500.00 per month, and (c) a one bedroom apartment, at \$390.00 per month. Coupled, the Debtor projects rental income of \$1,650.00 per month. Second, post-petition, the Debtor has focused his efforts on improving the operation and income generated by the Funeraria. Specifically, the Debtor moved his business location in April of 2015 and has since worked to re-establish his clientele. Based on his recent efforts, the Debtor projects income of \$1,200.00 per month. In addition, the Debtor projects monthly income from his services as a preacher and a minister equal to \$1,000.00 per month.

Post Confirmation, the Debtor's projected cash-flows demonstrate (a) sufficient cash-flow to satisfy Administrative Claims due on the Effective Date (approximately \$5,500.00 – See, October and November of 2015 in Cash Flow Projections), (b) sustained ability to continue to make payment on the secured debt reorganized through the Plan (See, Class 1 of Projected Cash Flows), and (c) the ability to comply with all other payments scheduled through the Plan (See, Class 2 of Projected Cash Flows).

As explained in further detail herein, the Plan proposes payments and distributions on all Allowed Claims. First, the Debtor's Five Year Cash Flow Projections evidence the Debtor's ability to satisfy all Administrative Claims due on the Effective Date. Specifically, the Debtor's estimates that sometime between the months of October and November, the Debtor will have spent approximately \$5,500.00 to satisfy projected Allowed Administrative Claims relative to Professional Fees. Second, the Cash Flow projections also project the payment of \$133.08 in months #2 through 37 for the payment of Priority Tax Claims. Third, the Secured Class 1 Claims, will be satisfied via principal and interest payment in the amount of \$860.70. The payment is reflected in the Cash-Flow projections commencing on January of 2016, based on an expected confirmation date of December 2015. Additionally, the Cash-Flow projections contemplate the payment of taxes, insurance, vacancy factor, and repairs on this property. This amount is estimated based on a 15.00% Vacancy and repair factor. Class 2 Claims (General Unsecured Claims) are

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<sup>1</sup> This Disclosure Statement is drafted on the presumption that this case will be ready for confirmation sometime on or about December 2016.

projected to be satisfied via monthly payments in the amount of \$125.00. *See*, **Exhibit B**, Five Year Cash Flow Projections.

## **ARTICLE 4. CLASSES OF CLAIMS**

**4.1 Unclassified Claims.** Unclassified Claims consist of Administrative Claims and or Priority Tax Claims.

**4.1.1 Administrative Claims:** In accordance with the scheme of distribution of creditors established by the Bankruptcy Code, Debtor's Chapter 11 Reorganization Plan provides for payment of Administrative Claims which generally consist of professional fees and unpaid expenses of the Debtor which arose subsequent to the filing date of this case. These claims shall be paid either subsequent to an order of the court where so required or in the Debtor's ordinary course of business. With respect to professional fees, the Debtor paid an initial retainer in the amount of \$3,000.00. Since, on August 14, 2015, this Honorable Court entered an Order approving the Debtor's First Application for Fees in the amount of \$5,902.50. *See*, Dk. #76. Once this amount is paid, the Debtor projects that approximately \$5,500.00 will be due to professionals upon the Effective Date of the Plan (\$4,000.00 attorneys and \$1,500.00 accountant). Any U.S. Trustee Fees owed will be paid prior to the Confirmation Order. Each holder of any other administrative expense claim allowed under § 503 of the Code will also be paid in full on the Effective Date of his Plan.

### **4.1.2 Priority Tax Claims.**

**a. Description:** consists of the Allowed Priority Tax Claim owed to (a) Internal Revenue Services ("IRS"), if any. Pursuant to 11 U.S.C. § 507(a) (8) (A), the IRS has filed a Priority Tax Claim (POC #3) in the approximate amount of \$4,473.59.

**b. Treatment:** The Priority Tax Claims which are deemed Allowed Claims will be paid in full (100%) the present value of their Claims based on a 4.25% per annual rate of interest. Distributions will commence on 1st day of the first month following the effective date of the Plan and will continue thereafter on a monthly basis until month #37.

## **4.2 Classified Claims**

### **4.2.1 Cass 1- Rushmore Secured Claim.**

**a. Description.** Class 1 consists of the Allowed Secured Claim of Rushmore (POC #4), if any, which is allegedly secured by a pre-petition first mortgage lien which encumbers the Commercial Property.

**b. Treatment by agreement of the Parties.** The Allowed Class 1 Claim, if any, will be paid in full over 360 months. The Allowed Secured Class 1 Claim shall be \$160,332.01. The Debtor will satisfy the Allowed Class 1 Claim based on the following terms: (a) monthly payment of principal and interest; (b) payments will commence on the first day of the second month following the Effective Date of the Plan and will continue such payments until the last day of the 360<sup>th</sup> month following the Effective Date of the Plan; (c) payments will be based on the Allowed Class 1 Claim of \$160,332.01; (d) based on an annual rate of interest of five percent



(5.00%); (e) based on a 360 month amortization schedule; (f) any remaining principal balance owed will be paid in full on or before the last day of the 360<sup>th</sup> month following the Effective Date of the Plan; (g) the Debtor will maintain payments of property hazard and Taxes on the Commercial Property thru an escrow account which will be calculated by Rushmore. The Allowed Class 1 Claims will be secured by the Commercial Property to the same extent and priority as they had as of the Petition Date.

4.2.2 Class 2 – General Unsecured Claim.

c. **Description.** Class 2 Claims consist of: (a) the pre-petition unsecured claims against the Debtor, to the extent Allowed, if any. It is anticipated that the Claims filed pursuant to Class 2 will result in Allowed Class 2 Claims in the amount of \$34,627.81.

d. **Treatment:** It is anticipated that the Claims filed pursuant to Class 2 will result in Allowed Class 2 Claims in the amount of \$34,627.81. The Plan anticipates a 13% distribution on these claims for a total distribution of \$4,500.00. These claims will be paid via monthly payments in the amount of \$187.50; commencing on the first day of the 37<sup>th</sup> month following the Effective Date of the Plan and continue through the last day of the 60<sup>th</sup> month following the Effective Date of the Plan. Payments will be based on principal only, without any payment of interest.

4.2.5 Class 3 – Equity Interest: The Debtor shall retain his interest in the Property.

**ARTICLE 5. MEANS OF IMPLEMENTING THE PLAN.**

**5.1 Funding the Plan.**

**5.1.1 Sources of Payment.** The Plan establishes that the Plan will be funded from the Reorganized Debtor's cash flow generated by the Debtor. It generally consists of the rental income generated by the Commercial Property, the income generated by the Debtor's employment, and the income generated by Debtor's employment as a preacher. The Debtor will contribute his cash flows to fund the Plan commencing on the Effective Date of the Plan and continue to contribute said income through the date that Holders of Allowed Class 1 and 2 Claims receive the payments specified for in the Plan.

**5.2 Distributions Under the Plan.**

Funds will be distributed on a *pro rata* basis on the Priority Tax Claims. Only one creditor is expected to receive distributions pursuant to Classes 1 or 2.

**5.3 Vesting of Assets.**

The Plan provides that after the Effective Date of the Plan all of the Debtor's real and personal property will vest in the Reorganized Debtor, free and clear of all liens, claims, interests and encumbrances, except as otherwise provided in the Plan or the Confirmation Order.

**5.4 Risk Factors.**

When deciding whether to vote for or against the Plan, Creditors should be aware of the following risk factors.

**5.4.1     Income Risk.**

Although the Debtor believes the Reorganized Debtor will be able to generate sufficient income subsequent to the Effective Date to make payments under the Plan, there is a risk that: (a) the rental income that is projected from the Commercial Property is not generated and thus the Debtor will not achieve the income necessary to enable them to make payments to Creditors.

**ARTICLE 6.            OPERATION DURING THE CHAPTER 11**

On October 28, 2014, the Debtor filed a voluntary petition for relief under Chapter 13 of the United States Bankruptcy Code. On January 12, 2015 this Honorable Court granted the Debtor's Motion to convert the case to Chapter 11. *See*, Dk. #16. Since that time, the Debtor has operated his financial affairs as Debtor and Debtor in Possession.

The 341 Meeting of Creditors was held on February 20, 2015. The last date and time by which general creditors may file a Claim against Debtor was set for March 3, 2015 (the "Bar Date"). The Bar Date for governmental units, as such term is defined under Section 101(27) of the Bankruptcy Code), was set for April 27, 2015. The Debtor's liabilities as set forth in their schedules of liabilities may increase or decrease depending on the amount of Claims which are eventually filed.

The Debtor has closed all pre-petition bank accounts. The real property that required insurance coverage is currently insured. All Monthly Operating Reports, through the month ending June 30, 2015, have been filed. Quarterly Fees payable to the United States Trustee were paid.

**ARTICLE 7.            CONCLUSION**

The Debtor believes that the Plan provides for the maximum recovery for Claim holders. Accordingly, the Debtor believes that approval of the Plan is in the best interest of the Debtor, their estate, and creditors. The Debtor recommends that Claim holders that are impaired vote to accept the Plan.

Respectfully Submitted,

Baltazar Negron Soto  
/s/ Baltazar Negron Soto  
The Debtor.

Counsel for the Debtor:

Jesús E. Batista Sánchez, Esq.  
**The Batista Law Group, PSC**  
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**THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF PUERTO RICO**

**BALTAZAR NEGRON SOTO**

**CASE NO. 14-08847**

**DEBTOR(S)**

**CHAPTER 11**

**AMENDED PLAN OF REORGANIZATION DATED JULY 8, 2016**

Jesús Enrique Batista-Sánchez, Esq.

**The Batista Law Group, PSC**

Cond. Mid-Town Center

420 Ave. Juan Ponce De León

Suite 901

San Juan, PR 00918

(787) 620-2856

The Debtor, Baltazar Negron Soto (the “*Debtor*”), proposes the following First Plan of Reorganization (the “*Plan*”), pursuant to 11 U.S.C. § 1121. Subject to certain restrictions set forth in 11 U.S.C. § 1127, Fed. R. Bankr. P. 3019 and this Plan, the Debtor reserve the right to alter, amend, modify, revoke or withdraw this Plan prior to its substantial consummation.

### **ARTICLE I – SUMMARY**

This Plan consists of two (2) classes of creditors, one (1) of equity interests and Priority Tax Claims, which are not classified in the Plan. The purpose of this Plan is to reorganize secured, unsecured, and priority claims against the Debtor.

The Debtor is an individual who filed this case in his personal capacity. The Debtor’s primary sources of income are: (a) income generated from his ownership interest in Funeraria Ebenezer; (b) income generated by the Debtor as a minister and pastor of Iglesia de Dios, and, (c) rental income. The referenced rental income is generated from the ownership and rental of real property located at Calle 601 Bloque 222 Casa 15 Villa Carolina, Carolina, PR (the “Commercial Property”), which generates approximately \$1,650.00 in monthly rents.

All Creditors and Interest Holders should refer to Articles III through Article V of this Plan for information regarding the precise treatment of their Claims. A Disclosure Statement that provides more detail information regarding this Plan and the rights of Creditors and Interest Holders is, contemporaneous with the Plan, being circulated to Creditors and parties in interest.

**YOUR RIGHTS MAY BE AFFECTED. YOU SHOULD READ THESE PAGES CAREFULLY AND DISCUSS THEM WITH YOUR ATTORNEY, IF YOU HAVE ONE. IF YOU DO NOT HAVE AN ATTORNEY, YOU MAY CHOOSE TO CONSULT WITH ONE.**

### **ARTICLE II – DEFINITIONS**

For the purpose of the Plan, the following terms will have the meanings set forth below:

1. “**1111(b) Election**” shall mean the election by a Class of any Secured Claims to have their Claims treated under the Plan in accordance with the provisions of section 1111(b) of the Bankruptcy Code.

2. “**Administrative Claim**” shall mean a Claim for payment of an administrative expense of a kind specific in Section 503(b) of the Code that is entitled to priority under section 507(a)(1) of the Code, for costs and expenses of administration of the Bankruptcy Case including, without limitation, the actual, necessary costs, and expenses incurred, after the commencement of the Bankruptcy Case, of preserving Debtor’ estate and operating the business of the Debtor, including wages, salaries or commissions for services, compensation for legal and other services and reimbursement or expenses awarded under Sections 330, 331, or 503 of the Bankruptcy Code, and all fees and charges assessed against the Estate under Chapter 123 of Title 28, United States Code.

3. “**Administrative Claims Bar Date**” shall mean the date by which all Administrative Claims must be filed with the Bankruptcy Court to be allowed. The Administrative Claims Bar Date will be established by the Bankruptcy Court as a specific date prior to the Confirmation Date.

4. “**Allowed Administrative Claim**” shall mean all or that portion of any Administrative Claim, which has been or becomes allowed by Order of the Bankruptcy Court.

5. “**Allowed Amount**” shall mean the amount of an Allowed Claim.

6. “**Allowed Claim**” shall mean a Claim: (a) with respect to which a proof of Claim has been filed with the Bankruptcy Court in accordance with the provisions of Section 501 of the Code and Rule 3001 and within any applicable period of limitation fixed by Rule 3003 or any notice or Order of the Bankruptcy Court; (b) deemed filed, pursuant to Section 1111(a) of the Code, by virtue of such Claim having been scheduled in the list of Creditors prepared and filed by Debtor with the Bankruptcy Court, pursuant to Section 521(1) and Rule 1007(b), and not listed as disputed, contingent, or unliquidated; or (c) deemed an Allowed Claim (including Allowed Secured Claims and Allowed Unsecured Claims) pursuant to the provision of the Plan or any Order of the Bankruptcy Court. Unless otherwise provided in the Plan or unless deemed or adjudicated an Allowed Claim, pursuant to the provisions of the Plan or any Order of the Bankruptcy Court, an Allowed Claim shall not include any Claim as to which an objection to or proceeding challenging the allowance thereof has been interposed, within any applicable period of limitation fixed pursuant to the Plan, by Rule 3003, or any Order of the Bankruptcy Court, until such objection or proceeding has been overruled, dismissed, or settled by entry of Final Order. Notwithstanding the filing of any such objection or the commencement of any such proceeding, a Claim may be temporarily allowed for voting purposes, pursuant to the provisions of Rule 3018(a). Unless otherwise specified in the Plan or any Order of the Bankruptcy Court, an Allowed Claim shall not include or accrue interest on the amount of such Claim maturing, incurred otherwise, or arising subsequent to the Petition Date.

7. “**Allowed Interest**” shall mean an Interest: (a) with respect to which a proof of Interest has been filed with the Bankruptcy Court within the applicable period of limitation fixed by Rule 3001 or a Final Order; and (b) as to which no objection to the allowance thereof has been interposed within any applicable period of limitation fixed by Rule 3001 or any Order of the Bankruptcy Court.

8. “**Allowed Priority Tax Claim**” shall mean a Priority Claim, pursuant to Code Section 507(a)(8), to the extent such Priority Claim is or becomes an Allowed Claim.

9. “**Allowed Secured Claim**” shall mean a Secured Claim to the extent provided under Section 506 of the Bankruptcy Code and to the extent that neither the Lien underlying the Claim is challenging nor the amount of the Claim is challenged as provided for herein.

10. “**Allowed Unsecured Claim**” shall mean an Unsecured Claim to the extent such Unsecured Claim is or becomes an Allowed Claim.

11. “**Avoidance Actions**” shall mean Claims and Causes of Action available to the Debtor pursuant §§ 329, 510, and 544 through 553 of the Bankruptcy Code. Avoidance Actions include, without limitation, (i) suits to recover any transfers made by the Debtor within 90 days of the Petition Date, to the extent the transfer was made on account of an antecedent debt to a non-insider creditor, including those payments reflected in the Debtor’s Schedules, (ii) suits to recover any transfers made by the Debtor within one-year of the Petition Date, to the extent the transfer was made on account of an antecedent debt to an insider creditor, including those payments reflected in the Debtor’s Schedules, and (iii) suits to recover any transfer made by the Debtor for less than a reasonably equivalent value, or to avoid an obligation incurred for less than a reasonably equivalent value, at a time when the Debtor was insolvent, rendered insolvent by the transfer or obligation, undercapitalized or unable to pay its debts as they became due, including those payments reflected in the Debtor’s Schedules.

12. “**Ballot**” shall mean the form(s) distributed to each Creditor holding a Claim in an impaired Class, on which is to be indicated the acceptance or rejection of the Plan.

13. “**Ballot Date**” shall mean the date set by the Bankruptcy Court by which all votes for acceptance or rejection of the Plan must be received by the Bankruptcy Court or the balloting agent, as the case may be.

14. “**Bankruptcy Case**” shall mean the Debtor’s bankruptcy case, Case No. 14-08847, which is pending before the United States Bankruptcy Court for the District of Puerto Rico, pursuant to Chapter 11 of the Bankruptcy Code.

15. “**Bankruptcy Court**” shall mean the United States Bankruptcy Court for the District of Puerto Rico, in which Debtor’s Bankruptcy Case is pending, and any Bankruptcy Court having jurisdiction to hear appeals or certiorari proceedings therefrom.

16. “**Bankruptcy Estate**” shall mean the estate, created pursuant to Section 541 of the Code, by the commencement of the Debtor’s Bankruptcy Case and shall include all property of the Estate as defined in such Section.

17. “**Bar Date**” shall mean the date fixed by Order of the Bankruptcy Court as the last date for the filing of Claims in this Bankruptcy Case.

18. “**Business Day**” shall mean a day other than a Saturday or a Sunday or any other day on which the majority of commercial banks located in San Juan, Puerto Rico are required or authorized to close.

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

20. “**Causes of Action**” shall mean the following actions and causes of action (and the proceeds thereof), whether or not commenced as of the date hereof: (a) all proceedings, commenced or to be commenced pursuant to §§ 105, 502 and 544-554 of the Bankruptcy Code (or equivalent provisions of applicable non-bankruptcy laws); (b) all claims against Creditors or Holders of Interests, parties having dealings, relationships or transactions with or related to the Debtor, any party named or identified in the Debtor’s schedules or statement of financial affairs, any pleadings filed in the Debtor’s Bankruptcy Case; and (c) the Debtor’s rights of setoff, recoupment, contribution, reimbursement, subrogation, or indemnity and any other indirect claim of any kind whatsoever.

21. “**Claim**” shall mean a claim as defined in section 101(5) of the Bankruptcy Code.

22. “**Class**” means a category of Holders of Claims or Debtor Interests.

23. “**Class 1 Claim, Class 2 Claim, Class 3 Claim, etc.**”, shall mean the specific Class into which a Claim or Interest is classified pursuant to Article II of the Plan.

24. “**Code**” or “**Bankruptcy Code**” shall mean the United States Bankruptcy Code, 11 U.S.C., 101, *et seq.*, and any amendments thereof.

25. “**Commercial Property**” shall mean property located at Calle 601 Bloque 222 Casa 15 Villa Carolina, Carolina PR.

26. “**Confirmation**” shall mean the process leading to and including the entry of the Confirmation Order, pursuant to Section 1129 of the Code.

27. “**Confirmation Date**” shall mean the date of entry of the Confirmation Order by the Bankruptcy Court.



28. “**Confirmation Objection Deadline**” shall mean the date established by the Bankruptcy Court as the date by which parties in interest must file objections to the Confirmation of the Plan, if any.

29. “**Confirmation Order**” shall mean the Order entered by the Bankruptcy Court confirming the Plan in accordance with the provisions of the Code and which is in form and content acceptable to the Debtor.

30. “**Creditor**” shall have the same meaning as set forth in Section 101(1) of the Code.

31. “**Debt**” shall have the same meaning as set forth in Section 101(12) of the Code.

32. “**Determined Value**” shall mean, with respect to the Commercial Property, the value assigned in this Plan or, if the value of any real property is disputed by a party with standing, the value of the Real Property as determined by the Court at the Confirmation Hearing and/or any other hearing to determine such value.

33. “**Debtor**” or “**Debtor**” shall mean Baltazar Negron Soto, as Debtor and as Debtor in Possession.

34. “**Disclosure Statement**” shall mean the Disclosure Statement approved for distribution by the Bankruptcy Court, pursuant to Section 1125 of the Code, together with any amendments or modifications thereto.

35. “**Disposable Income**” shall have the meaning set forth in 11 U.S.C. § 1325(b)(2).

36. “**Disputed Claim**” shall mean a Claim against the Debtor which is not an Allowed Claim and which has not been disallowed by a Final Order of the Bankruptcy Court.

37. “**Disputed Unsecured Claim**” shall mean any Unsecured Claim, which is not an Allowed Unsecured Claim.

38. “**Distribution**” shall mean the Distribution to the Holders of Allowed Claims.

39. “**Effective Date**” shall mean the 10<sup>th</sup> day following the Confirmation Date, provided that no appeal of the Confirmation Order is pending; *provided, however*, that the Effective Date shall not occur until all the preconditions to the occurrence of the Effective Date set forth in the Plan have been met. In the event that an appeal of the Confirmation Order is pending, the Effective Date may still occur on the 30<sup>th</sup> day after the entry of the Confirmation Order provided that the notice has been filed and Debtor stipulates in writing that the Effective Date shall occur on such date.

40. “**Equity Interests**” shall mean any and all issued or authorized common stock, stock options, and warrants to the Debtor.

41. “**Estate Assets**” shall mean all the assets, property, and cash of the Debtor, as defined in section 541 of the Code (excluding assets previously distributed, expended, or otherwise disposed of by the Debtor prior to the Confirmation Date not otherwise subject to recovery), wherever located or of whatever type or nature, existing as of the Confirmation Date, including without limitations, the Causes of Action.

42. “**Final Distribution Date**” shall mean the date as soon as practicable after the last to occur of: (a) the date that the last Claim becomes an Allowed Claim; or (b) the date upon which all Causes of Action have been liquidated and converted to Cash or abandoned.

43. “**Final Order**” shall mean an Order or judgment of the Bankruptcy Court, which is no longer subject to appeal or certiorari proceedings and as to which no appeal or certiorari

proceeding is pending or, in the discretion of the Debtor, if an appeal is filed and no stay has been entered.

44. “**Fiscal Year**” shall mean the fiscal year of Debtor, which commences on the first day of January and concludes on the final day of December in the following calendar year.

45. “**Holder**” shall mean the legal or beneficial Holder of a Claim or Interest and, when used in conjunction with a class or type of Claim or Interest, means a Holder of a Claim or Interest in such Class or of such type.

46. “**Impaired Class**” shall mean any Class whose members are Holders of Claims or Interests, which are impaired within the meaning of Section 1124 of the Code.

47. “**Insider**” shall have the same meaning as set forth in Section 101(31) of the Code.

48. “**Interest**” shall mean an issued or authorized outstanding share or shares of common stock, a warrant or warrants for the issuance of such share or shares, other stock, stock equivalents, limited partnership interest, or other equity instruments in the Debtor.

49. “**LIBOR**” shall be the London Interbank Offered Rate as published in the *WALL STREET JOURNAL* on the date the Confirmation Order is entered by the Bankruptcy Court.

50. “**Lien**” shall mean any mortgage, lien, charge, security interest, encumbrance, or other security device of any kind affecting any asset or property of Debtor but only to the extent that such interest is recognized as valid by a court of competent jurisdiction if the validity or scope of such interest is challenged by the Debtor, Reorganized Debtor, or any other party with standing to bring such a challenge.

51. “**Non-ordinary Course Administrative Claim**” shall mean an Administrative Claim other than an Ordinary Course Administrative Claim.

52. “**Order**” shall mean a determination, decree, adjudication, or judgment issued or entered by the Bankruptcy Court.

53. “**Ordinary Course Administrative Claim**” shall mean an Administrative Claim incurred post-petition in the ordinary course of business of the Debtor; *provided, however*, that any due and unpaid, post-petition payment with respect to rejected, or to be rejected, executory contracts or unexpired leases shall not be an Ordinary Course Administrative Claim.

54. “**Payment**” shall mean the Cash to be paid under the Plan to the Holders of Allowed Claims.

55. “**Person**” shall mean an individual, corporation, partnership, joint venture, trust, estate, unincorporated organization, or a government or any agency or political subdivision thereof.

56. “**Petition Date**” shall mean October 28, 2014, the date on which the Court entered the order for relief under Chapter 11 of the Bankruptcy Code.

57. “**Plan**” shall mean this Chapter 11 plan of reorganization, as amended or modified in accordance with the terms hereof or in accordance with the Code.

58. “**Plan Payments**” shall mean payments made by the Reorganized Debtor pursuant to the terms of the Plan including the payment of Non-ordinary Course Administrative Claims.

59. “**Prepetition**” shall mean the period of time preceding the Petition Date and concluding on the Petition Date.

60. “**Primary Residence**” shall mean the real property located Bloque 142 Calle 412 #13 Villa Carolina, Carolina, PR.

61. “**Priority Claim**” shall mean a Claim, other than an Administrative Claim, to the extent such Claim is entitled to priority in payment under Section 507 of the Code.

62. “**Professional**” shall mean: (i) any professional retained in the Bankruptcy Case pursuant to an order of the Bankruptcy Court in accordance with Section 327 or 1103 of the Bankruptcy Code; (ii) any attorney or accountant seeking compensation or reimbursement of expenses, pursuant to Section 503(b) of the Bankruptcy Code; and (iii) any entity whose fees and expenses are subject to approval by the Bankruptcy Court as reasonable, pursuant to Section 1129(a)(4) of the Bankruptcy Code.

63. “**Property**” shall have the same meaning as the term “property of the estate” delineated in Section 541 of the Code.

64. “**Pro Rata**” shall mean with respect to an Allowed Claim in a given class, that same proportion that the Allowed Claims bears to the aggregate of all Allowed Claims in such class.

65. “**Pro Rata Share**” means as to any Allowed Class 3 Unsecured Claim as of the Effective Date or such later date on which such claim becomes Allowed, a fraction of: (i) the numerator of which is the amount of such Allowed Class 3 Unsecured Claim; and (ii) the denominator of which is the sum of all Allowed Class 3 Unsecured Claims as of such date.

66. “**Reorganized Debtor**” shall mean Baltazar Negron Soto or the Debtor as she emerges from their Bankruptcy Case and is created on the Effective Date.

67. “**Retained Actions**” shall mean all suits, Claims, Causes of Action or other litigation rights available to the Debtor that are being retained by the Reorganized Debtor, including any Avoidance Actions.

68. “**Rule or Rules**” shall mean the Federal Rules of Bankruptcy Procedure, as supplemented by the Local Bankruptcy Rules as adopted by the Bankruptcy Court.

69. “**Rushmore**” shall mean Rushmore Loan Management Services, LLC.

70. “**Schedules**” shall mean the list of Assets and Liabilities which were filed by the Debtor with the Bankruptcy Court, as they may be amended from time to time pursuant to Bankruptcy Rules 1007 and 1009, respectively.

71. “**Secured Claim**” shall mean a Claim secured by a Lien which is perfected and enforceable under applicable law, and which is not subject to avoidance under the Code or other applicable non-bankruptcy laws. A Secured Claim which is challenged by the Debtor or Reorganized Debtor shall only be an Allowed Secured Claim to the extent that such Claim is deemed to be an Allowed Secured Claim in the Plan or the underlying Security Interest is recognized as valid by the Bankruptcy Court and the difference in amount between such a Creditor’s Allowed Claim and its Allowed Secured Claim shall be an Allowed Unsecured Claim.

72. “**Security Interest**” shall mean “security interest” as defined in 11 U.S.C. § 101(51).

73. “**Tax Claim**” shall mean an unsecured Claim for taxes entitled to priority under Section 507(a)(8) of the Bankruptcy Code.

74. “**Unclaimed Property**” shall mean any cash, or any other Property of the Debtor or Reorganized Debtor unclaimed for a period of six (6) months after any Distribution.

75. “**Unimpaired Class**” shall mean any Class the members of which are the Holders of Claims or Interests, which are not impaired within the meaning of Section 1124 of the Code.

76. “**Unsecured Claim**” shall mean a Claim that arose or is deemed to have arisen prior to the Petition Date and is not a Secured Claim or an Administrative Claim.

77. “**Unsecured Creditor**” shall mean a creditor holding an Allowed Unsecured Claim.

78. “**United States Trustee**” shall have the same meaning ascribed to it in 28 U.S.C. § 581, *et seq.* and, as used in the Plan, refers to the office of the United States Trustee for the District of Puerto Rico.

### **ARTICLE III – ADMINISTRATIVE AND PRIORITY CLAIMS**

#### **A. Administrative Claims:**

1. **Introduction:** All Holders of Administrative Claims (other than Ordinary Course Administrative Claims) must file a request for payment of Administrative Claims with the Bankruptcy Court and serve the same on counsel for the Debtor and the U.S. Trustee so that it is received on or before the Administrative Claims Bar Date, or such Claim shall forever be barred and shall not be enforceable against the Debtor, their successors, assigns or properties.

The Debtor contemplates the following Administrative Claims, which are not placed into any Class:

2. **Ordinary Course Claims:** Except as otherwise expressly provided for herein, the Debtor shall pay Ordinary Course Administrative Claims according to the existing terms in effect between the Debtor and the Holders of such Ordinary Course Administrative Expense Claims.

3. **Other Administrative Claims.** All Administrative Expense Claims that are not Ordinary Course Administrative Expenses Claims, including Professional Fee Claims, shall be paid 15 days after the later of (i) the Effective Date, (ii) the date such Administrative Expense Claim becomes an Allowed Administrative Expense Claim, or (iii) the date such Administrative Expense Claim becomes payable pursuant to any agreement between the Debtor or the Reorganized Debtor and the holder of such Administrative Expense Claim.

4. **Deadline for Filing Administrative Expense Claims.** Except as otherwise provided by an Order entered in the Bankruptcy Case or this Plan and except for Ordinary Course Administrative Claims, the deadline for any Entity to assert a Claim entitled to priority under § 507(a)(2) of the Bankruptcy Code shall be 30 days after the Effective Date. Claims that are required to be filed within that time frame and are not so filed shall be deemed untimely and shall not be entitled to a distribution under the Plan.

5. **Priority Tax Claims** consists of the Allowed Priority Tax Claim owed to (a) Internal Revenue Services (“IRS”), if any. Pursuant to 11 U.S.C. § 507(a) (8) (A), the IRS has filed a Priority Tax Claim (POC #3) in the approximate amount of \$4,473.59.

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

3.01 Unclassified Claims. Except as otherwise expressly provided for herein, the Debtor shall pay Ordinary Course Administrative Claims according to the existing terms in effect between the Debtor and the Holders of such Ordinary Course Administrative Expense Claims.

3.02 Administrative Expense Claims. All Administrative Expense Claims that are not Ordinary Course Administrative Expenses Claims, including Professional Fee Claims, shall be paid 15 days after the later of (i) the Effective Date, (ii) the date such Administrative Expense Claim becomes an Allowed Administrative Expense Claim, or (iii) the date such Administrative Expense Claim becomes payable pursuant to any agreement between the Debtor or the Reorganized Debtor and the holder of such Administrative Expense Claim.

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

3.04 Not Classified - Priority Tax Claims. The Priority Tax Claims which are deemed Allowed Claims will be paid in full (100%) the present value of their Claims based on a 4.25% per annual rate of interest. Distributions will commence on 1st day of the first month following the effective date of the Plan and will continue thereafter on a monthly basis until month #37<sup>1</sup>.

## **ARTICLE V – CLASSIFICATION OF CLAIMS**

A. Introduction: A reorganization plan must place different types of claims and interests in separate classes and must specify the treatment given to each class. In this Bankruptcy Case, the Debtor' Plan contains Administrative Claims, which are not classified, one (1) Class of Secured Claims, one (1) Class of Unsecured Claims, and one (1) Class of Equity Interests. These Classes of Claims and Interests are explained below.

B. Classification Rationale. All Claims and Interests, except Administrative Claims and Priority Tax Claims, are placed in the Classes as set forth below and the status of those Classes as impaired or unimpaired is also indicated below. A Claim or Interest is placed in a particular Class only to the extent the Claim or Interest falls within the description of that Class and classified in another Class to the extent that any portion of the Claim or Interest falls within the description of such other Class. A Claim or Interest is also placed in a particular Class only for the purpose of voting on, and receiving distributions pursuant to, the Plan to the extent such Claim or Interest is an Allowed Claim or an Allowed Interest in that Class and such Claim or Interest has not been paid, released or otherwise settled prior to the Effective Date. To the extent they are not any Claims in a particular Class or not any votes cast in a particular Class, the Debtor has the right to eliminate such Class from the Plan, and to reclassify any Claims in such Class to another Class, consistent with the requirements of § 1122 of the Bankruptcy Code, without further Order of the Bankruptcy Court or approval from any Person or Entity.

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<sup>1</sup> For example, if the IRS Priority Claim is Allowed in the amount of \$4,473.59, the monthly payment will be in the amount of \$133.08.

C. **Classified Claims**: For purposes of this Plan, Claims and Interests are classified as follows:

1. **Rushmore de Puerto Rico Secured Claim (Class 1)**: Class 1 consists of the Allowed Secured Claim of Rushmore (POC #4), if any, which is allegedly secured by a pre-petition first mortgage lien which encumbers the Commercial Property.

2. **General Unsecured Claims (Class 2)**: : Class 2 Claims consist of: (a) the pre-petition unsecured claims against the Debtor, to the extent Allowed, if any. It is anticipated that the Claims filed pursuant to Class 2 will result in Allowed Class 2 Claims in the amount of \$34,627.81.

3. **Equity Interests (Class 3)**: This Class consists of the Debtor's right to retain the Property.

#### **ARTICLE VI – TREATMENT OF CLAIMS AND INTERESTS**

A. **In General**. Except as limited by section 1141(d) of the Bankruptcy Code, or as otherwise provided in this Plan, the treatment of and consideration to be received by Holders of Allowed Claims or Interests in Classes 1 through 2 under the Plan, shall be in full and complete satisfaction, settlement, release and discharge of such Claims and Interests. The Debtor's obligations in respect of such Claims and Interests shall be satisfied in accordance with the terms of this Plan.

B. **Treatment of Impaired Classes**. Classes 1 and 2 are impaired and holders of Allowed Claims in such Classes are entitled to vote to accept or reject the Plan. The treatment accorded to such Allowed Claims is as follows:

1. **Class 1- Rushmore Secured Claim.**

a. **Description**. Class 1 consists of the Allowed Secured Claim of Rushmore (POC #4), if any, which is allegedly secured by a pre-petition mortgage which encumbers the Commercial Property. Proof of Claim #4 was filed by Rushmore in the amount of \$160,332.00.

b. **Treatment by agreement of the Parties**. The Allowed Class 1 Claim, will be paid in full over 360 months. The Allowed Class 1 Secured Claim will be in the amount of \$160,332.00. The Debtor will satisfy the Allowed Class 1 Claim based on the following terms: (a) monthly payment of principal and interest; (b) payments will commence on the first day of the second month following the Effective Date of the Plan and will continue such payments until the last day of the 360<sup>th</sup> month following the Effective Date of the Plan; (c) payments will be based on the Allowed Class 1 Claim of \$160,332.00; (d) based on an annual rate of interest of five percent (5.00%); (e) based on a 360 month amortization schedule; (f) any remaining principal balance owed will be paid in full on or before the last day of the 360<sup>th</sup> month following the Effective Date of the Plan; (g) the Debtor will pay property taxes and hazard insurance thru the escrow account which will be calculated by Rushmore. The Allowed Class 1 Claims will be secured by the Commercial Property to the same extent and priority as they had as of the Petition Date.

2. **Class 2 – General Unsecured Claim.**



a. **Description.** Class 2 Claims consist of: (a) the pre-petition unsecured claims against the Debtor, to the extent Allowed, if any. It is anticipated that the Claims filed pursuant to Class 2 will result in Allowed Class 2 Claims in the amount of \$34,627.81.

b. **Treatment:** It is anticipated that the Claims filed pursuant to Class 2 will result in Allowed Class 2 Claims in the approximate amount of \$105,000.00. The Plan anticipates a 4.2% distribution on these claims for a total distribution of \$4,500.00. These claims will be paid via monthly payments in the amount of \$187.50, commencing on the first day of the 37<sup>th</sup> month following the Effective Date of the Plan and continue through the last day of the 60<sup>th</sup> month following the Effective Date of the Plan. Payments will be based on principal only, without any payment of interest.

3. ***Class 3 – Equity Interest:*** The Debtor shall retain his interest in the Property and Property of the Estate.

### **ARTICLE VII – ACCEPTANCE OR REJECTION OF THE PLAN**

A. **Impaired Class Entitled to Vote.** Holders of Claims in Classes 1 and 2 are impaired. To the extent deemed Holders of Allowed Claims, holders of Claims in Class 1 and Class 2 are entitled to vote to accept or reject the Plan.

B. **Acceptance by an Impaired Class.** In accordance with section 1126(c) of the Bankruptcy Code and except as provided in Section 1126(e) of the Bankruptcy Code, an Impaired Class of Claims shall have accepted this Plan if it is accepted by the Holders of at least two-thirds (2/3) in dollar amount and one-half (1/2) in number of the Allowed Claims of such Class that have timely and properly voted to accept or reject this Plan.

C. **Modification to the Plan.** The Debtor reserves the right, in his sole discretion, to modify this Plan prior to the Effective Date to address and/or resolve any objections or obstacles to Confirmation. In particular, to the extent the Court determines that any of the terms or provision of this Plan violate applicable law or render the Plan non-confirmable, the Debtor reserves the right to modify such terms or provisions so as to make such terms and provisions conform to the Bankruptcy Code or other applicable law.

### **ARTICLE VIII – UNEXPIRED LEASES AND EXECUTORY CONTRACTS**

A. **Pre-Petition Contracts Deemed Accepted or Rejected.** The Debtor rejects all executory contracts and leases entered into by the Debtor prior to the Petition Date. Rejection hereunder shall result in the termination of all such executory contracts and leases and such contracts and leases shall not be enforceable against the Debtor, the Reorganized Debtor, or Property of the Debtor or Reorganized Debtor.

B. **Post-petition Contracts and Leases.** All contracts and leases entered into by the Debtor after the Petition Date and remaining in effect on the Effective Date shall be deemed assigned to the Reorganized Debtor on the Effective Date.

C. **Bar Date For Rejection Damages.** If an executory contract or unexpired lease is rejected as of the Confirmation Date pursuant to this Plan, the non-Debtor party to the executory contract or lease may file a Proof of Claim for damages resulting from the rejection. Any such Proof of

Claim must be filed with the Bankruptcy Court within 30 days after the Confirmation Date. Rejection Claims relating to any executory contract or unexpired lease, shall constitute Class 3 Claim to the extent they becomes Allowed Claims.

## **ARTICLE IX – MEANS OF IMPLEMENTATION**

**A. Funding of the Plan and Funds Generated During Chapter 11.** The Plan will be funded by and through: (a) the Debtor's cash reserves as of the Effective Date of the Plan, (b) the future cash flows generated by Debtor's ownership interest in Funeraria, (c) income generated by the Debtor for his preacher and minister services at Iglesias de Dios, and (d) the rental income generated by the Commercial Property.

**B. Authorization.** From and after the Effective Date, the Reorganized Debtor shall take all steps and execute, file and record all documents necessary to effectuate the Plan, and shall be authorized to do so upon entry of the Confirmation Order. The following provisions shall constitute the principal means for the implementation of the Plan.

**C. Satisfaction of Claims.** Upon the payment of the amount owing to each Holder of an Allowed Claim, as required herein, the Reorganized Debtor shall have no further obligations under this Plan to the Holders of Allowed Claims. At such time, the Reorganized Debtor may, but is not required to do so, file a notice with the Bankruptcy Court stating that one or more Claims have been fully satisfied in accordance with the Plan and such notice shall be deemed to be a satisfaction of judgment.

**D. Injunction.** Upon Confirmation, an injunction under Section 524 of the Bankruptcy Code shall arise to prevent any party from foreclosing its lien or security interest in any asset of the Debtor or otherwise enforcing claims against the Debtor and their assets except in a manner provided for under the terms and conditions of this Plan. Such injunction shall not affect the right of any holder of an Allowed Secured Claim to foreclose upon any security interest provided in the Plan in the event of any post-Confirmation default under this Plan as permitted by the Plan. This injunction shall remain in full force and effect to prevent said actions until all distributions have been made in accordance with the terms and conditions of the Plan.

**E. Post Effective Date Operations and Management.**

1. **Operations.** The Reorganized Debtor shall conduct business after the Effective Date. Except as otherwise provided in this Plan or the Confirmation Order, the Reorganized Debtor may be operated without any limitation or restriction by, and without any requirement to comply with, the Bankruptcy Code, Bankruptcy Rules or Guidelines of the Office of the United States Trustee.

2. **Powers and Duties of the Reorganized Debtor to Implement the Plan.** From and after the Effective Date, the Reorganized Debtor shall implement this Plan, fulfilling its duties and obligations and exercising its rights and powers under this Plan and conducting any activity consistent with this Plan and Orders entered in the Reorganization Case and shall do so without further action, consent or approval of its Board, officers, or managers, and in connection therewith shall be vested with authority and responsibility for, among other things:

- a. Prosecuting the Retained Actions for the benefit of parties in interest, including reviewing, objecting to, negotiating, settling or otherwise compromising any Retained Action;
- b. Executing agreements, instruments, and other documents;
- c. Objecting to and resolving Disputed Claims;
- d. Making distributions and paying expenses of administering the Plan;
- e. Employing and compensating professionals;
- f. Exercising the rights, power and authority of the Reorganized Debtor under applicable provisions of this Plan and bankruptcy and non-bankruptcy law;
- g. Furnishing such information regarding administration of the Plan as may be requested by parties in interest unless otherwise ordered by the Court; and
- h. Closing the Reorganization Case.

3. **Post-confirmation Transactions.** Nothing in this Plan or the Bankruptcy Code shall impair or prevent the Reorganized Debtor from entering into a financing transaction, merging with another Entity, selling substantially all of its assets or otherwise engaging in a transaction that further restructures the Reorganized Debtor (a “***Post-Confirmation Transaction***”) without any further authorization from the Bankruptcy Court or any other Person, provided that the Reorganized Debtor or the Person that engages in a Post-Confirmation Transaction with the Reorganized Debtor, as applicable, shall be obligated to perform the Reorganized Debtor’s obligations hereunder and, in connection herewith, make the distributions required hereunder to Holders of Allowed, including, but not limited to, prepaying any Classes of Claims without penalty.

4. **Standing.** From and after the Effective Date and continuing through the date on which a final decree closing the Bankruptcy Case is entered pursuant to § 350 of the Bankruptcy Code and Bankruptcy Rule 3022 (or, if the Bankruptcy Case is re-opened, the date on which it is closed again), the Reorganized Debtor shall possess the rights of a party in interest pursuant to § 1109(b) of the Bankruptcy Code for all matters arising in, arising under, or related to this Bankruptcy Case or the Reorganized Debtor.

5. **Post-Confirmation Professionals.** The Reorganized Debtor may retain such personnel or professionals (including, without limitation, legal counsel, financial advisors or other agents) as it deems appropriate, and compensate such professionals without approval of the Bankruptcy Court. Professionals so retained need not be “disinterested” as that term is defined in the Bankruptcy Code and, specifically, may include, without limitation, the Law Firm and the Financial Advisory Firm. Professionals so retained also need not make any disclosures pursuant to Bankruptcy Rules 2014 and 2016. Notwithstanding the foregoing, professionals retained by the Debtor in the Bankruptcy Case shall be entitled to compensation for services rendered prior to the Effective Date only in accordance with §§ 330 and 331 of the Bankruptcy Code and any applicable Bankruptcy Rules or Local Rules.

6. **Vesting of Debtor’s Estate.** On and as of the Effective Date, pursuant to

section 1141(b) of the Bankruptcy Code all remaining Property of the Estate, including, without limitation, all rights of the Debtor under this Plan, the Confirmation Order, and all other orders entered by the Bankruptcy Court in the Bankruptcy Case on or prior to the Effective Date, and all books and records related to the estate, shall be transferred to and vest in the Reorganized Debtor and be deemed contributed thereto, free and clear of all liens, encumbrances, claims, rights and setoffs, except as expressly set forth in this Plan and the Confirmation Order. Nothing in this section of the Plan, however, shall preclude payment of statutory fees under section 1930 of Title 28 of the United States Code to the extent unpaid on the Effective Date. The Debtor is hereby authorized and directed to take such steps as may be necessary or appropriate to confirm such transfer and contribution of its Property to the Reorganized Debtor.

7. **Preservation of Retained Actions.** Except as otherwise provided in the Plan, or in any contract, instrument, release, or other agreement entered into in connection with the Plan, in accordance with § 1123(b) of the Bankruptcy Code, the Debtor shall transfer the Retained Actions to the Reorganized Debtor, including, without limitation, all Avoidance Actions. The Reorganized Debtor may, in its sole discretion, pursue or refrain from pursuing the Retained Actions, as appropriate.

8. **Closing the Reorganization Case.** As promptly as appropriate, the Reorganized Debtor shall file a motion with the Court to obtain a final decree to close the Bankruptcy Case.

9. **Additional Provisions**

1. **Procedures for Resolving Disputed Claims**

a. **Prosecution of Objections to Claims.** Unless otherwise ordered by Bankruptcy Court after notice and a hearing, and except as otherwise provided in the Plan, the Debtor and Reorganized Debtor shall have the exclusive right to make and file objections to all Claims.

Pursuant to the Plan, unless another time is set by order of the Bankruptcy Court, all objections to Claims and Equity Interests shall be Filed with the Court and served upon the Holders of each of the Claims and Equity Interests to which objections are made within 90 days after the Effective Date.

Except as may be specifically set forth in the Plan, nothing in the Plan, the Disclosure Statement, the Confirmation Order or any order in aid of Confirmation, shall constitute, or be deemed to constitute, a waiver or release of any Claim, Cause of Action, right of setoff, or other legal or equitable defense that, the Debtor had immediately prior to the commencement of the Bankruptcy Case, against or with respect to any Claim or Equity Interest. Except as set forth in the Plan, upon Confirmation, the Debtor shall have, retain, reserve and be entitled to assert all such Claims, Causes of Action, rights to setoff and other legal or equitable defenses that the Debtor had immediately prior to the commencement of the Bankruptcy Case as if the Bankruptcy Case had not been commenced.

b. **Estimation of Claims.** Pursuant to the Plan, the Debtor may, at any time, request that the Bankruptcy Court estimate any contingent, disputed, or unliquidated Claim, pursuant to Section 502(c) of the Bankruptcy Code, regardless of whether the Debtor have

previously objected to such Claim or whether the Bankruptcy Court has ruled on any such objection and the Bankruptcy Court will retain jurisdiction to estimate any Claim at any time during litigation concerning any objection to any Claim, including during the pendency of an appeal relating to any such objection. In the event that the Bankruptcy Court estimates any contingent, disputed, or unliquidated Claim, that estimated amount will constitute either the Allowed Amount of such Claim or a maximum limitation on such Claim, as determined by the Bankruptcy Court. If the estimated amount constitutes a maximum limitation on such Claim, the Debtor may elect to pursue any supplemental proceedings to object to any ultimate payment on such Claim.

c. Cumulative Remedies. In accordance with the Plan, all of the aforementioned Claims objection, estimation, and resolution procedures are cumulative and not necessarily exclusive of one another. Claims may be estimated and subsequently compromised, settled, withdrawn, or resolved by any mechanism approved by the Bankruptcy Court. Until such time as an Administrative Claim, Claim or Equity Interest becomes or is otherwise deemed in this Plan to be an Allowed Claim, such Claim shall be treated as a Disputed Administrative Claim, Disputed Claim, or Disputed Equity interest for purposes related to allocations, Distributions, and voting under the Plan.

d. Disallowance of Certain Claims and Interests. According to the Plan, all Claims held by Entities against whom the Debtor has obtained a Final Order establishing liability for a cause of action under Sections 542, 543, 522(f), 522(h), 544, 545, 547, 548, 549, or 550 of the Bankruptcy Code shall be deemed disallowed, pursuant to Section 502(d) of the Bankruptcy Code, and Holders of such Claims may not vote to accept or reject the Plan, both consequences to be in effect until such time as such causes of action against that Entity have been settled or resolved by a Final Order and all sums due Debtor by that Entity are turned over to Debtor.

e. Controversy Concerning Impairment. If a controversy arises as to whether any Claims or Equity Interests or any Class of Claims or Equity Interests are Impaired under the Plan, the Bankruptcy Court, after notice and a hearing, shall determine such controversy before the Confirmation Date. If such controversy is not resolved prior to the Effective Date, the Debtor's interpretation of the Plan shall govern.

## **X. CLAIMS AND DISTRIBUTIONS**

A. **Disbursing Agent.** Baltazar Negron Soto shall be the disbursing agents for Plan Payments.

B. **Manner of Payment.** Any payment of Cash made under this Plan may be either by check drawn on an account of the Reorganized Debtor, by wire transfer, or by automated clearing house transfer from a domestic bank, at the option of the Reorganized Debtor.

C. **Transmittal of Distributions to Parties Entitled Thereto.** All distributions by check shall be deemed made at the time such check is duly deposited in the United States mail, postage prepaid. All distributions by wire transfer shall be deemed made as of the date the Federal Reserve or other wire transfer is made. Except as otherwise agreed with the Holder of an Allowed Claim or as provided in this Plan, any property to be distributed on account of an Allowed Claim shall be

distributed by mail upon compliance by the Holder with the provisions of this Plan to: (i) its address set forth in its Proof of Claim; (ii) the latest mailing address filed for the Holder of an Allowed Claim entitled to a distribution; (iii) the latest mailing address filed for a Holder of a filed power of attorney designated by the Holder of such Allowed Claim to receive distributions; (iv) the latest mailing address filed for the Holder's transferee as identified in a filed notice served on the Debtor pursuant to Bankruptcy Rule 3001(e); or (v) if no such mailing address has been filed, the mailing address reflected on the Schedules or in the Debtor's books and records.

**D. Distribution of Unclaimed Property.** Except as otherwise provided in this Plan, any property (Cash or otherwise) to be distributed under this Plan, which is unclaimed after six months following the relevant distribution date shall be forfeited and such distribution together with all interest earned thereon shall become an Asset of the Reorganized Debtor.

**E. Fractional Cents; Multiple Distributions.** Notwithstanding any other provisions of this Plan to the contrary, no payment of fractional cents will be made under this Plan. Cash will be issued to holders entitled to receive a Distribution of Cash in whole cents (rounded to the nearest whole cent). To the extent that cash remains undistributed as a result of rounding of such fractions, such cash shall be treated as Unclaimed Property under the Plan.

**F. Compliance with Tax Requirements.** In connection with this Plan, to the extent applicable, the Reorganized Debtor in making distributions under this Plan shall comply with all tax withholding and reporting requirements imposed on it by any government unit and all Distributions, pursuant to this Plan, shall be subject to such withholding and reporting requirements. The Reorganized Debtor may withhold the entire Distribution due to any Holder of an Allowed Claim until such time as such Holder provides to the Reorganized Debtor, the necessary information to comply with any withholding requirements of any government unit. Any property so withheld will then be paid by the Reorganized Debtor to the appropriate authority. If the Holder of an Allowed Claim fails to provide the Reorganized Debtor the information necessary to comply with any withholding requirements of any governmental unit within six (6) months after the date of the first notification by the Reorganized Debtor to the Holder of the need for such information or for the Cash necessary to comply with any applicable withholding requirements, then the Holder's distribution shall be treated as an undeliverable distribution in accordance with the below. The payment of all taxes on all Distributions shall be the sole responsibility of the entity receiving the distribution.

## **XI – CONDITIONS TO EFFECTIVENESS**

a. **Effective Date.** The Effective Date shall not occur until all of the following conditions have been satisfied:

1. The entry of the Confirmation Order by the Bankruptcy Court in form and content acceptable to the Debtor and expiration of the appeal period with respect to the Confirmation Order without the filing of a notice of appeal of such Order; *provided, however*, that, if an appeal of the Confirmation Order is filed but no stay is granted in connection with the appeal, the Debtor may in writing elect to permit the Effective Date to occur notwithstanding the pendency of the appeal.

2. Inclusion of the Confirmation Order of an injunctive provision staying, restraining, and enjoining all individuals or entities, except as set forth in Article V, from



interfering with Reorganized Debtor's post-petition business activities, and from commencing, enforcing, perfecting, setting off any Claim, judgment, or Interest against the Debtor, or any property thereof, or against any of the Debtor's transferees for the purposes of, directly or indirectly, collecting, recovering, or receiving payment of, on, or with respect to, any Claim or Equity Interest; provided, that such injunctive provision shall not prevent any governmental unit from enforcing such governmental unit's police or regulatory power.

3. All ancillary documents necessary to implement and confirm the Plan have been approved by the Debtor unless the Debtor has waived this requirement in writing.

- b. **Notice of Effective Date**. Upon the satisfaction or waiver of each of the foregoing conditions, the Debtor shall so notify the Bankruptcy Court, and upon the filing of such notice the Plan shall become Effective without further Order of the Bankruptcy Court provided that all of the conditions to effectiveness of the Plan set forth herein, including those set forth below, have been met.

## **XII - EFFECTS OF CONFIRMATION**

### **A. Discharge and Injunction**

1. **Discharge**. Confirmation of this Plan does not discharge any debt provided for in this Plan until the court grants a discharge on completion of all payments under this Plan, or as otherwise provided in § 1141(d)(5) of the Code. The Debtor will not be discharged from any debt excepted from discharge under § 523 of the Code, except as provided in Rule 4007(c) of the Federal Rules of Bankruptcy Procedure.

### **B. Retention of Jurisdiction**

After the Effective Date, the Reorganized Debtor will be free to perform all functions assigned to it under the Plan without approval of the Bankruptcy Court, except as specifically set forth herein. However, the Bankruptcy Court will continue to retain jurisdiction in this Bankruptcy Case with respect to the following matters:

1. All objections to the allowance of Claims and Interests and the compromise of Claims;

2. All applications for allowance of compensation and reimbursement of out-of-pocket expenses of professionals retained in the Debtor's Bankruptcy Case by Order of the Bankruptcy Court to the extent that such compensation and out-of-pocket expenses relate to services performed before the Confirmation Date; *provided, however*, that fees of professionals for services rendered after the Effective Date may be paid by the Reorganized Debtor in the ordinary course of business without a Bankruptcy Court order; *provided, further, however*, in the event that an objection is made as to post-Confirmation Date requested fees or expenses, application shall be made to the Bankruptcy Court for allowance of such fees and expenses;

3. Any motion to modify the Plan in accordance with Section 1127 of the Code, or to correct any defect, cure any omission, or reconcile any inconsistency in the Plan, Disclosure Statement, or any Confirmation Order as may be necessary to carry out the purposes of the Plan.

**C. Amendments to the Plan**

1. Right to Amend. The Debtor reserve all rights to amend, alter, or withdraw this Plan before conclusion of the Confirmation Hearing and to amend, modify, or alter this Plan after the Confirmation Date, in accordance with the applicable provisions of the Code.

2. Authority to Effectuate the Plan. Upon the entry of the Confirmation Order by the Bankruptcy Court, the Plan provides that all matters provided for under the Plan will be deemed to be authorized and approved without further approval from the Bankruptcy Court. The Reorganized Debtor shall be authorized, without further application to or order of the Bankruptcy Court, to take whatever action is necessary to achieve consummation and carry out the Plan in accordance with this Plan and the Code.

3. Post-Confirmation Status Report. Pursuant to the Plan, within 120 days of the entry of the Confirmation Order, the Debtor will file status reports with the Court explaining what progress has been made toward consummation of the confirmed Plan. The status report will be served on the United States Trustee and those parties who have requested special notice post-confirmation. The Bankruptcy Court may schedule subsequent status conferences in its discretion.

**D. Notices.** All notices required or permitted to be made in accordance with the Plan shall be in writing and shall be delivered personally, by facsimile transmission, or mailed by United States Mail to the following:

To Debtor's Counsel at:

**The Batista Law Group, PSC**  
c/o Jesús E. Batista Sánchez, Esq.  
420 Ave. Ponce De León; Suite 901  
San Juan, PR 00918  
(787) 620-2856  
(787) 625-0259

Respectfully Submitted,

/s/ Baltazar Negron Soto  
Baltazar Negron Soto

/s/Jesús E. Batista Sánchez, Esq.  
**The Batista Law Group, PSC**  
420 Ave. Ponce De León; Suite 901  
San Juan, PR. 00918  
(787) 620-2856  
(787) 625-0259

**Five Year Cash Flow Projections**

Case Num. #14-08847

Debtor: Baltazar Negron Soto

2015	January	February	March	April	May	June	July	August	September	October	November	December
<b>Income</b>												
Professional Services (Funeraria)	\$ -	\$ -						\$ 1,200	\$ 1,200	\$ 1,200	\$ 1,200	\$ 1,200
Professional Services (Church)	-	-						1,000	1,000	1,000	1,000	1,000
Rental Income	-	-						1,250	1,250	1,250	1,650	1,650
<b>Total</b>	-	-	-	-	-	-	-	3,450	3,450	3,450	3,850	3,850
<b>Expenses</b>												
Household & Personal Expenses	-	-						2,100	2,100	2,100	2,100	2,100
Ins., taxes, repairs and vacancy	-	-										
Class 1 (Doral Bank)	-	-										
Class 2 (Oriental Bank)	-	-										
Administrative expenses	-	-							-	2,750	2,750	
<b>Total of Pmts</b>	-	-	-	-	-	-	-	2,100	2,100	4,850	4,850	2,100
Month Ending Cash	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,350	\$ 1,350	\$ (1,400)	\$ (1,000)	\$ 1,750
Cummulative Cash	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,350	\$ 2,700	\$ 1,300	\$ 300	\$ 2,050
2016	January	February	March	April	May	June	July	August	September	October	November	December
<b>Income</b>												
Professional Services (Funeraria)	\$ 1,200	\$ 1,200	\$ 1,200	\$ 1,200	\$ 1,200	\$ 1,200	\$ 1,200	\$ 1,200	\$ 1,200	\$ 1,200	\$ 1,200	\$ 1,200
Professional Services (Church)	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000
Rental Income	1,650	1,650	1,650	1,650	1,650	1,650	1,650	1,650	1,650	1,650	1,650	1,650
<b>Total</b>	3,850	3,850	3,850	3,850	3,850	3,850	3,850	3,850	3,850	3,850	3,850	3,850
<b>Expenses</b>												
Household & Personal Expenses	2,100	2,100	2,100	2,100	2,100	2,100	2,100	2,100	2,100	2,100	2,100	2,100
Ins., taxes, repairs and vacancy	247.50	247.50	247.50	247.50	247.50	247.50	247.50	247.50	247.50	247.50	247.50	247.50
Priority Tax Claims	133	133	133	133	133	133	133	133	133	133	133	133
Class 1 (Doral Bank)	861	861	861	861	861	861	861	861	861	861	861	861
Class 2 (General Unsecured)	-	-	-	-	-	-	-	-	-	-	-	-
<b>Total of Pmts</b>	3,341	3,341	3,341	3,341	3,341	3,341	3,341	3,341	3,341	3,341	3,341	3,341
Month Ending Cash	\$ 509	\$ 509	\$ 509	\$ 509	\$ 509	\$ 509	\$ 509	\$ 509	\$ 509	\$ 509	\$ 509	\$ 509
Cummulative Cash	\$ 2,559	\$ 3,067	\$ 3,576	\$ 4,085	\$ 4,594	\$ 5,102	\$ 5,611	\$ 6,120	\$ 6,628	\$ 7,137	\$ 7,646	\$ 8,155

EXHIBIT A

**Five Year Cash Flow Projections**  
 Case Num. #14-08847  
 Debtor: Baltazar Negron Soto

2017	January	February	March	April	May	June	July	August	September	October	November	December
<b>Income</b>												
Professional Services (Funeraria)	\$ 1,250	\$ 1,250	\$ 1,250	\$ 1,250	\$ 1,250	\$ 1,250	\$ 1,250	\$ 1,250	\$ 1,250	\$ 1,250	\$ 1,250	\$ 1,250
Professional Services (Church)	1,050	1,050	1,050	1,050	1,050	1,050	1,050	1,050	1,050	1,050	1,050	1,050
Rental Income	1,700	1,700	1,700	1,700	1,700	1,700	1,700	1,700	1,700	1,700	1,700	1,700
<b>Total</b>	<b>4,000</b>	<b>4,000</b>	<b>4,000</b>	<b>4,000</b>	<b>4,000</b>	<b>4,000</b>	<b>4,000</b>	<b>4,000</b>	<b>4,000</b>	<b>4,000</b>	<b>4,000</b>	<b>4,000</b>
<b>Expenses</b>												
Household & Personal Expenses	2,200	2,200	2,200	2,200	2,200	2,200	2,200	2,200	2,200	2,200	2,200	2,200
Ins., taxes, repairs and vacancy	255.00	255.00	255.00	255.00	255.00	255.00	255.00	255.00	255.00	255.00	255.00	255.00
Priority Tax Claims	133	133	133	133	133	133	133	133	133	133	133	133
Class 1 (Doral Bank)	861	861	861	861	861	861	861	861	861	861	861	861
Class 2 (General Unsecured)	-	-	-	-	-	-	-	-	-	-	-	-
<b>Total of Pmts</b>	<b>3,449</b>	<b>3,449</b>	<b>3,449</b>	<b>3,449</b>	<b>3,449</b>	<b>3,449</b>	<b>3,449</b>	<b>3,449</b>	<b>3,449</b>	<b>3,449</b>	<b>3,449</b>	<b>3,449</b>
Month Ending Cash	\$ 551	\$ 551	\$ 551	\$ 551	\$ 551	\$ 551	\$ 551	\$ 551	\$ 551	\$ 551	\$ 551	\$ 551
Cummulative Cash	\$ 8,706	\$ 9,257	\$ 9,808	\$ 10,360	\$ 10,911	\$ 11,462	\$ 12,013	\$ 12,564	\$ 13,116	\$ 13,667	\$ 14,218	\$ 14,769

2018	January	February	March	April	May	June	July	August	September	October	November	December
<b>Income</b>												
Professional Services (Funeraria)	\$ 1,300	\$ 1,300	\$ 1,300	\$ 1,300	\$ 1,300	\$ 1,300	\$ 1,300	\$ 1,300	\$ 1,300	\$ 1,300	\$ 1,300	\$ 1,300
Professional Services (Church)	1,100	1,100	1,100	1,100	1,100	1,100	1,100	1,100	1,100	1,100	1,100	1,100
Rental Income	1,700	1,700	1,700	1,700	1,700	1,700	1,700	1,700	1,700	1,700	1,700	1,700
<b>Total</b>	<b>4,100</b>	<b>4,100</b>	<b>4,100</b>	<b>4,100</b>	<b>4,100</b>	<b>4,100</b>	<b>4,100</b>	<b>4,100</b>	<b>4,100</b>	<b>4,100</b>	<b>4,100</b>	<b>4,100</b>
<b>Expenses</b>												
Household & Personal Expenses	2,300	2,300	2,300	2,300	2,300	2,300	2,300	2,300	2,300	2,300	2,300	2,300
Ins., taxes, repairs and vacancy	255.00	255.00	255.00	255.00	255.00	255.00	255.00	255.00	255.00	255.00	255.00	255.00
Priority Tax Claims	133	133	133	133	133	133	133	133	133	133	133	133
Class 1 (Doral Bank)	861	861	861	861	861	861	861	861	861	861	861	861
Class 2 (General Unsecured)	-	-	-	-	-	-	-	-	-	-	-	-
<b>Total of Pmts</b>	<b>3,549</b>	<b>3,549</b>	<b>3,549</b>	<b>3,549</b>	<b>3,549</b>	<b>3,549</b>	<b>3,549</b>	<b>3,549</b>	<b>3,549</b>	<b>3,549</b>	<b>3,549</b>	<b>3,549</b>
Month Ending Cash	\$ 551	\$ 551	\$ 551	\$ 551	\$ 551	\$ 551	\$ 551	\$ 551	\$ 551	\$ 551	\$ 551	\$ 551
Cummulative Cash	\$ 15,321	\$ 15,872	\$ 16,423	\$ 16,974	\$ 17,525	\$ 18,077	\$ 18,628	\$ 19,179	\$ 19,730	\$ 20,281	\$ 20,833	\$ 21,384

**Five Year Cash Flow Projections**

Case Num. #14-08847

Debtor: Baltazar Negron Soto

2019	January	February	March	April	May	June	July	August	September	October	November	December
<b>Income</b>												
Professional Services (Funeraria)	\$ 1,350	\$ 1,350	\$ 1,350	\$ 1,350	\$ 1,350	\$ 1,350	\$ 1,350	\$ 1,350	\$ 1,350	\$ 1,350	\$ 1,350	\$ 1,350
Professional Services (Church)	1,150	1,150	1,150	1,150	1,150	1,150	1,150	1,150	1,150	1,150	1,150	1,150
Rental Income	1,750	1,750	1,750	1,750	1,750	1,750	1,750	1,750	1,750	1,750	1,750	1,750
<b>Total</b>	<b>4,250</b>	<b>4,250</b>	<b>4,250</b>	<b>4,250</b>	<b>4,250</b>	<b>4,250</b>	<b>4,250</b>	<b>4,250</b>	<b>4,250</b>	<b>4,250</b>	<b>4,250</b>	<b>4,250</b>
<b>Expenses</b>												
Household & Personal Expenses	2,400	2,400	2,400	2,400	2,400	2,400	2,400	2,400	2,400	2,400	2,400	2,400
Ins., taxes, repairs and vacancy	262.50	262.50	262.50	262.50	262.50	262.50	262.50	262.50	262.50	262.50	262.50	262.50
Priority Tax Claims	-	-	-	-	-	-	-	-	-	-	-	-
Class 1 (Doral Bank)	861	861	861	861	861	861	861	861	861	861	861	861
Class 2 (General Unsecured)	188	188	188	188	188	188	188	188	188	188	188	188
<b>Total of Pmts</b>	<b>3,711</b>	<b>3,711</b>	<b>3,711</b>	<b>3,711</b>	<b>3,711</b>	<b>3,711</b>	<b>3,711</b>	<b>3,711</b>	<b>3,711</b>	<b>3,711</b>	<b>3,711</b>	<b>3,711</b>
Month Ending Cash	\$ 539	\$ 539	\$ 539	\$ 539	\$ 539	\$ 539	\$ 539	\$ 539	\$ 539	\$ 539	\$ 539	\$ 539
Cummulative Cash	\$ 21,923	\$ 22,463	\$ 23,002	\$ 23,541	\$ 24,080	\$ 24,620	\$ 25,159	\$ 25,698	\$ 26,238	\$ 26,777	\$ 27,316	\$ 27,856
<b>2020</b>												
<b>Income</b>												
Professional Services (Funeraria)	\$ 1,400	\$ 1,400	\$ 1,400	\$ 1,400	\$ 1,400	\$ 1,400	\$ 1,400	\$ 1,400	\$ 1,400	\$ 1,400	\$ 1,400	\$ 1,400
Professional Services (Church)	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200
Rental Income	1,750	1,750	1,750	1,750	1,750	1,750	1,750	1,750	1,750	1,750	1,750	1,750
<b>Total</b>	<b>4,350</b>	<b>4,350</b>	<b>4,350</b>	<b>4,350</b>	<b>4,350</b>	<b>4,350</b>	<b>4,350</b>	<b>4,350</b>	<b>4,350</b>	<b>4,350</b>	<b>4,350</b>	<b>4,350</b>
<b>Expenses</b>												
Household & Personal Expenses	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500
Ins., taxes, repairs and vacancy	262.50	262.50	262.50	262.50	262.50	262.50	262.50	262.50	262.50	262.50	262.50	262.50
Priority Tax Claims	-	-	-	-	-	-	-	-	-	-	-	-
Class 1 (Doral Bank)	861	861	861	861	861	861	861	861	861	861	861	861
Class 2 (General Unsecured)	188	188	188	188	188	188	188	188	188	188	188	188
<b>Total of Pmts</b>	<b>3,811</b>	<b>3,811</b>	<b>3,811</b>	<b>3,811</b>	<b>3,811</b>	<b>3,811</b>	<b>3,811</b>	<b>3,811</b>	<b>3,811</b>	<b>3,811</b>	<b>3,811</b>	<b>3,811</b>
Month Ending Cash	\$ 539	\$ 539	\$ 539	\$ 539	\$ 539	\$ 539	\$ 539	\$ 539	\$ 539	\$ 539	\$ 539	\$ 539
Cummulative Cash	\$ 28,395	\$ 28,934	\$ 29,473	\$ 30,013	\$ 30,552	\$ 31,091	\$ 31,631	\$ 32,170	\$ 32,709	\$ 33,249	\$ 33,788	\$ 34,327

**Liquidation Value Analysis**

Case Numb. #14-08847

Debtor: Baltazar Negron Soto

<u>Real Property</u>	<u>Value</u>	<u>Liens</u>	<u>Net Equity</u>	<u>Debtor's % Interest</u>	<u>Net Equity to Estate</u>	<u>Sec. 522 Used</u>	<u>Exemption Amount Claimed</u>	<u>Equity Avail. For Admin.</u>	<u>Administrative Expense at 5.5%</u>	<u>Liquidation Value</u>
1 Primary Residence	\$ 90,000.00		\$ 90,000.00	100%	\$ 90,000.00	(d)(1)	\$ 90,000.00	\$ -	\$ -	\$ -
2 Second Residence	\$ 180,000.00	\$ 175,025.39	\$ 4,974.61	100%	\$ 4,974.61			\$ 4,974.61	\$ 9,900.00	\$ -
<b>Real Property (Herencias)</b>										\$ -
3 Herencias - Mr.	\$ -	\$ -	\$ -	100%	\$ -	(d)(5)	\$ 11,436.80	\$ -	\$ -	\$ -
4 Herencias - Mrs.		\$ -	\$ -	100%	\$ -	(d)(5)		\$ -	\$ -	\$ -

<u>Personal Property</u>	<u>Value</u>	<u>Liens</u>	<u>Net Equity</u>	<u>Debtor's % Interest</u>	<u>Net Equity to Estate</u>	<u>Exemption Being Used</u>	<u>Exemption Amount Claimed</u>	<u>Net Equity</u>	<u>Administrative Expense at 5.50%</u>	<u>Liquidation Value</u>
1 Cash on Hand	\$ 20.00	\$ -	\$ 20.00	100%	\$ 20.00	(d)(5)	\$ 25.00	\$ -	\$ -	\$ -
2 Checking Account	\$ 200.00	\$ -	\$ 200.00	100%	\$ 200.00	(d)(5)	\$ 238.00	\$ -	\$ -	\$ -
2 Utility Deposits	\$ -		\$ -	100%	\$ -	(d)(5)	\$ 125.00	\$ -	\$ -	\$ -
2 Savings Account	\$ -		\$ -	100%	\$ -	(d)(5)	\$ -	\$ -	\$ -	\$ -
4 H.H. FURNITURE	\$ 1,155.00		\$ 1,155.00	100%	\$ 1,155.00	(d)(3)	\$ 1,155.00	\$ -	\$ -	\$ -
4 H.H. FURNITURE	\$ 5,000.00	\$ 5,213.67	\$ (213.67)	100%	\$ (213.67)	(d)(3)	\$ -	\$ -	\$ -	\$ -
6 Clothing	\$ 700.00	\$ -	\$ 700.00	100%	\$ 700.00	(d)(3)	\$ 700.00	\$ -	\$ -	\$ -
7 Jewlery			\$ -	100%	\$ -	(d)(4)		\$ -	\$ -	\$ -
9 Life Insurance	\$ -	\$ -	\$ -	100%	\$ -	(d)(7)	\$ -	\$ -	\$ -	\$ -
12 Retirement Accour	\$ -	\$ -	\$ -	100%	\$ -	(d)(12)	\$ -	\$ -	\$ -	\$ -
13 Stocks in Medi Co	\$ 5,090.00		\$ 5,090.00	100%	\$ 5,090.00	(d)(5)	\$ -	\$ 5,090.00	\$ 279.95	\$ 4,810.05
16 Accounts Receivables			\$ -	100%	\$ -	(d)(5)	\$ -	\$ -	\$ -	\$ -
21 Claims, Lawsuits, etc.			\$ -	100%	\$ -	(d)(5)		\$ -	\$ -	\$ -
25 Auto #1	\$ -	\$ 9,457.00	\$ (9,457.00)	100%	\$ (9,457.00)	(d)(2)		\$ -	\$ -	\$ -
Vehicle #2			\$ -	100%	\$ -	(d)(2)		\$ -	\$ -	\$ -
29 Home Computer	\$ -		\$ -	100%	\$ -	(d)(3)		\$ -	\$ -	\$ -
35 Other Pers. Prop.	\$ -		\$ -	100%	\$ -	(d)(5)	\$ 125.00	\$ -	\$ -	\$ -
Tax Refund	\$ -		\$ -	100%	\$ -	(d)(5)	\$ 150.00	\$ -	\$ -	\$ -

<b>Case Liquidation Value</b>										<b>\$ 4,810.05</b>
Chapter 7 Trustee's Liquidating Fees										\$ 1,202.51
Net Liquidation Value to Estate										<b>\$ 3,607.54</b>



Fill in this information to identify your case:

Debtor 1 BALTAZAR ANTONIO NEGRON SOTO

Debtor 2 \_\_\_\_\_  
(Spouse, if filing)

United States Bankruptcy Court for the: District of Puerto Rico

Case number **14-08847**  
(if known)

Check if this is an amended filing

## Official Form 22B Chapter 11 Statement of Your Current Monthly Income

12/14

You must file this form if you are an individual and are filing for bankruptcy under Chapter 11. If more space is needed, attach a separate sheet to this form. Include the line number to which the additional information applies. On top of any additional pages, write your name and case number (if known).

### Part 1: Calculate Your Average Monthly Income

1. What is your marital and filing status? Check one only.

- Not married. Fill out Column A, lines 2-11.
- Married and your spouse is filing with you. Fill out both Columns A and B, lines 2-11.
- Married and your spouse is NOT filing with you. Fill out Column A, lines 2-11.

Fill in the average monthly income that you received from all sources, derived during the 6 full months before you file this bankruptcy case. 11 U.S.C. § 101(10A). For example, if you are filing on September 15, the 6-month period would be March 1 through August 31. If the amount of your monthly income varied during the 6 months, add the income for all 6 months and divide the total by 6. Fill in the result. Do not include any income amount more than once. For example, if both spouses own the same rental property, put the income from that property in one column only. If you have nothing to report for any line, write \$0 in the space.

	Column A Debtor 1	Column B Debtor 2
2. Your gross wages, salary, tips, bonuses, overtime, and commissions (before all payroll deductions).	\$ <u>3,402.75</u>	\$ _____
3. Alimony and maintenance payments. Do not include payments from a spouse if Column B is filled in.	\$ <u>0.00</u>	\$ _____
4. All amounts from any source which are regularly paid for household expenses of you or your dependents, including child support. Include regular contributions from an unmarried partner, members of your household, your dependents, parents, and roommates. Include regular contributions from a spouse only if Column B is not filled in. Do not include payments you listed on line 3.	\$ <u>0.00</u>	\$ _____
5. Net income from operating a business, profession, or farm		
Gross receipts (before all deductions)	\$ <u>0.00</u>	
Ordinary and necessary operating expenses	-\$ <u>0.00</u>	
Net monthly income from a business, profession, or farm	\$ <u>0.00</u> Copy here ->	\$ _____
6. Net income from rental and other real property		
Gross receipts (before all deductions)	\$ <u>1,650.00</u>	
Ordinary and necessary operating expenses	-\$ <u>0.00</u>	
Net monthly income from rental or other real property	\$ <u>1,650.00</u> Copy here ->	\$ _____

Debtor 1 **BALTAZAR ANTONIO NEGRON SOTO**

Case number (if known) **14-08847**

Column A Debtor 1	Column B Debtor 2
\$ <b>0.00</b>	\$ _____
\$ <b>0.00</b>	\$ _____
\$ _____	\$ _____
\$ <b>0.00</b>	\$ _____
\$ _____	\$ _____
\$ _____	\$ _____
\$ <b>0.00</b>	\$ _____
<b>+</b> \$ <b>0.00</b>	\$ _____

7. **Interest, dividends, and royalties**
8. **Unemployment compensation**  
Do not enter the amount if you contend that the amount received was a benefit under the Social Security Act. Instead, list it here:  
For you \_\_\_\_\_ \$ **0.00**  
For your spouse \_\_\_\_\_ \$ \_\_\_\_\_
9. **Pension or retirement income.** Do not include any amount received that was a benefit under the Social Security Act.
10. **Income from all other sources not listed above.** Specify the source and amount. Do not include any benefits received under the Social Security Act or payments received as a victim of a war crime, a crime against humanity, or international or domestic terrorism. If necessary, list other sources on a separate page and put the total on line 10c.
- 10a. \_\_\_\_\_ \$ \_\_\_\_\_
- 10b. \_\_\_\_\_ \$ \_\_\_\_\_
- 10c. Total amounts from separate pages, if any.

11. **Calculate your total average monthly income.** Add lines 2 through 10 for each column. Then add the total for Column A to the total for Column B.

\$ <b>5,052.75</b>	+	\$ _____	=	\$ <b>5,052.75</b>
Total current monthly income				

**Part 2: Deduct any applicable marital adjustment**

12. **Copy your total average monthly income from Line 11.** \$ **5,052.75**

13. **Calculate the marital adjustment.** Check one:

- You are not married. Fill in 0 in line 13d.
- You are married and your spouse is filing with you. Fill in 0 in line 13d.
- You are married and your spouse is NOT filing with you.

Fill in the amount of the income listed in line 11, Column B, that was NOT regularly paid for the household expenses of you or your dependents, such as payment of the spouse's tax liability or the spouse's support of someone other than you or your dependents.

In lines 13a-c, specify the basis for excluding this income and the amount of income devoted to each purpose. If necessary, list additional adjustments on a separate page.

If this adjustment does not apply, enter 0 on line 13 d.

13a. \_\_\_\_\_ \$ \_\_\_\_\_

13b. \_\_\_\_\_ \$ \_\_\_\_\_

13c. \_\_\_\_\_ + \$ \_\_\_\_\_

13d. Total \_\_\_\_\_ \$ \_\_\_\_\_

Copy here. => 13d. - **0.00**

14. **Your current monthly income.** Subtract line 13d from line 12.

14. \$ **5,052.75**

Debtor 1 **BALTAZAR ANTONIO NEGRON SOTO**

Case number (if known) **14-08847**

**Part 3: Sign Below**

By signing here, under penalty of perjury I declare that the information on this statement and in any attachments is true and correct.

**X /s/ BALTAZAR ANTONIO NEGRON SOTO**  
**BALTAZAR ANTONIO NEGRON SOTO**  
Signature of Debtor 1

Date **August 26, 2015**  
MM / DD / YYYY

Debtor 1 **BALTAZAR ANTONIO NEGRON SOTO**

Case number (if known) **14-08847**

**Current Monthly Income Details for the Debtor**

**Debtor Income Details:**

Income for the Period **04/01/2014** to **09/30/2014**.

**Line 2 - Gross wages, salary, tips, bonuses, overtime, commissions**

Source of Income: **Income**

Income by Month:

6 Months Ago:	<b>04/2014</b>	<b>\$268.99</b>
5 Months Ago:	<b>05/2014</b>	<b>\$2,550.00</b>
4 Months Ago:	<b>06/2014</b>	<b>\$4,887.00</b>
3 Months Ago:	<b>07/2014</b>	<b>\$710.50</b>
2 Months Ago:	<b>08/2014</b>	<b>\$0.00</b>
Last Month:	<b>09/2014</b>	<b>\$0.00</b>
Average per month:		<b>\$1,402.75</b>

**Line 2 - Gross wages, salary, tips, bonuses, overtime, commissions**

Source of Income: **PROFESSIONAL SERVICES- CHURCH**

Constant income of **\$2,000.00** per month.

**Line 6 - Rent and other real property income**

Source of Income: **rental**

Income/Expense/Net by Month:

	Date	Income	Expense	Net
6 Months Ago:	<b>04/2014</b>	<b>\$1,650.00</b>	<b>\$0.00</b>	<b>\$1,650.00</b>
5 Months Ago:	<b>05/2014</b>	<b>\$1,650.00</b>	<b>\$0.00</b>	<b>\$1,650.00</b>
4 Months Ago:	<b>06/2014</b>	<b>\$1,650.00</b>	<b>\$0.00</b>	<b>\$1,650.00</b>
3 Months Ago:	<b>07/2014</b>	<b>\$1,650.00</b>	<b>\$0.00</b>	<b>\$1,650.00</b>
2 Months Ago:	<b>08/2014</b>	<b>\$1,650.00</b>	<b>\$0.00</b>	<b>\$1,650.00</b>
Last Month:	<b>09/2014</b>	<b>\$1,650.00</b>	<b>\$0.00</b>	<b>\$1,650.00</b>
Average per month:		<b>\$1,650.00</b>	<b>\$0.00</b>	<b>\$1,650.00</b>

Average Monthly NET Income: **\$1,650.00**

In re **BALTAZAR ANTONIO NEGRON SOTO**

Case No. **14-08847**

Debtor

**SCHEDULE A - REAL PROPERTY**

Except as directed below, list all real property in which the debtor has any legal, equitable, or future interest, including all property owned as a cotenant, community property, or in which the debtor has a life estate. Include any property in which the debtor holds rights and powers exercisable for the debtor's own benefit. If the debtor is married, state whether husband, wife, both, or the marital community own the property by placing an "H," "W," "J," or "C" in the column labeled "Husband, Wife, Joint, or Community." If the debtor holds no interest in real property, write "None" under "Description and Location of Property."

**Do not include interests in executory contracts and unexpired leases on this schedule. List them in Schedule G - Executory Contracts and Unexpired Leases.**

If an entity claims to have a lien or hold a secured interest in any property, state the amount of the secured claim. See Schedule D. If no entity claims to hold a secured interest in the property, write "None" in the column labeled "Amount of Secured Claim." If the debtor is an individual or if a joint petition is filed, state the amount of any exemption claimed in the property only in Schedule C - Property Claimed as Exempt.

Description and Location of Property	Nature of Debtor's Interest in Property	Husband, Wife, Joint, or Community	Current Value of Debtor's Interest in Property, without Deducting any Secured Claim or Exemption	Amount of Secured Claim
<b>COMMERCIAL PROPERTY LOCATED AT: CALLE 601 BLOQUE 222 CASA 15 VILLA CAROLINA, CAROLINA PR</b>		-	<b>180,000.00</b>	<b>175,025.39</b>
<b>PRIMARY RESIDENCE LOCATED AT: BLOQUE 142 CALLE 412 #13 VILLA CAROLINA, CAROLINA, PR 4 BEDROOMS, 2 BATHROOMS</b>		-	<b>90,000.00</b>	<b>0.00</b>

Sub-Total > **270,000.00** (Total of this page)

Total > **270,000.00**

(Report also on Summary of Schedules)

0 continuation sheets attached to the Schedule of Real Property

B6B (Official Form 6B) (12/07)

In re **BALTAZAR ANTONIO NEGRON SOTO**

Case No. **14-08847**

Debtor

**SCHEDULE B - PERSONAL PROPERTY**

Except as directed below, list all personal property of the debtor of whatever kind. If the debtor has no property in one or more of the categories, place an "x" in the appropriate position in the column labeled "None." If additional space is needed in any category, attach a separate sheet properly identified with the case name, case number, and the number of the category. If the debtor is married, state whether husband, wife, both, or the marital community own the property by placing an "H," "W," "J," or "C" in the column labeled "Husband, Wife, Joint, or Community." If the debtor is an individual or a joint petitioner is filed, state the amount of any exemptions claimed only in Schedule C - Property Claimed as Exempt.

**Do not list interests in executory contracts and unexpired leases on this schedule. List them in Schedule G - Executory Contracts and Unexpired Leases.**

If the property is being held for the debtor by someone else, state that person's name and address under "Description and Location of Property." If the property is being held for a minor child, simply state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. § 112 and Fed. R. Bankr. P. 1007(m).

Type of Property	N O N E	Description and Location of Property	Husband, Wife, Joint, or Community	Current Value of Debtor's Interest in Property, without Deducting any Secured Claim or Exemption
1. Cash on hand		<b>CASH ON HAND</b>	-	<b>20.00</b>
2. Checking, savings or other financial accounts, certificates of deposit, or shares in banks, savings and loan, thrift, building and loan, and homestead associations, or credit unions, brokerage houses, or cooperatives.		<b>DEBTOR OWNS CHECKING ACCOUNT WITH SCOTIABANK ENDING IN XX8307</b>	-	<b>200.00</b>
3. Security deposits with public utilities, telephone companies, landlords, and others.	<b>X</b>			
4. Household goods and furnishings, including audio, video, and computer equipment.		<b>STOVE 400, REFRIGERATOR 500, MICROWAVE 60, KITCHEN UTENSILS 70</b>	-	<b>1,030.00</b>
		<b>WASHER/DRYER 125</b>	-	<b>125.00</b>
		<b>LIVING ROOM SET</b>	-	<b>5,000.00</b>
5. Books, pictures and other art objects, antiques, stamp, coin, record, tape, compact disc, and other collections or collectibles.	<b>X</b>			
6. Wearing apparel.		<b>CLOTHING</b>	-	<b>700.00</b>
7. Furs and jewelry.	<b>X</b>			
8. Firearms and sports, photographic, and other hobby equipment.	<b>X</b>			
9. Interests in insurance policies. Name insurance company of each policy and itemize surrender or refund value of each.	<b>X</b>			
10. Annuities. Itemize and name each issuer.	<b>X</b>			
			Sub-Total >	<b>7,075.00</b>
			(Total of this page)	

3 continuation sheets attached to the Schedule of Personal Property



In re **BALTAZAR ANTONIO NEGRON SOTO**

Case No. **14-08847**

Debtor

**SCHEDULE B - PERSONAL PROPERTY**  
(Continuation Sheet)

Type of Property	N O N E	Description and Location of Property	Husband, Wife, Joint, or Community	Current Value of Debtor's Interest in Property, without Deducting any Secured Claim or Exemption
11. Interests in an education IRA as defined in 26 U.S.C. § 530(b)(1) or under a qualified State tuition plan as defined in 26 U.S.C. § 529(b)(1). Give particulars. (File separately the record(s) of any such interest(s). 11 U.S.C. § 521(c).)	<b>X</b>			
12. Interests in IRA, ERISA, Keogh, or other pension or profit sharing plans. Give particulars.	<b>X</b>			
13. Stock and interests in incorporated and unincorporated businesses. Itemize.		<b>DEBTOR OWNS 100% INTEREST IN SHARES IN FUNERARIA EBENEZER, INC. SEE ATTACHMENT</b>	-	<b>5,090.00</b>
		<b>IGLESIA DE DIOS RESTAURANDO LA FAMILIA, INC. DEBTOR DOES NOT OWN INTEREST IN THIS CORPORATION SINCE IS A NON-PROFIT CORPORATION</b>	-	<b>0.00</b>
		<b>CORPOARTION IS LISTED FOR DISCLOSURE PURPOSES ONLY</b>		
14. Interests in partnerships or joint ventures. Itemize.	<b>X</b>			
15. Government and corporate bonds and other negotiable and nonnegotiable instruments.	<b>X</b>			
16. Accounts receivable.	<b>X</b>			
17. Alimony, maintenance, support, and property settlements to which the debtor is or may be entitled. Give particulars.	<b>X</b>			
18. Other liquidated debts owed to debtor including tax refunds. Give particulars.	<b>X</b>			
19. Equitable or future interests, life estates, and rights or powers exercisable for the benefit of the debtor other than those listed in Schedule A - Real Property.	<b>X</b>			

Sub-Total > **5,090.00**  
(Total of this page)

Sheet **1** of **3** continuation sheets attached to the Schedule of Personal Property

In re **BALTAZAR ANTONIO NEGRON SOTO**

Case No. **14-08847**

Debtor

**SCHEDULE B - PERSONAL PROPERTY**  
(Continuation Sheet)

Type of Property	N O N E	Description and Location of Property	Husband, Wife, Joint, or Community	Current Value of Debtor's Interest in Property, without Deducting any Secured Claim or Exemption
20. Contingent and noncontingent interests in estate of a decedent, death benefit plan, life insurance policy, or trust.	<b>X</b>			
21. Other contingent and unliquidated claims of every nature, including tax refunds, counterclaims of the debtor, and rights to setoff claims. Give estimated value of each.	<b>X</b>			
22. Patents, copyrights, and other intellectual property. Give particulars.	<b>X</b>			
23. Licenses, franchises, and other general intangibles. Give particulars.	<b>X</b>			
24. Customer lists or other compilations containing personally identifiable information (as defined in 11 U.S.C. § 101(41A)) provided to the debtor by individuals in connection with obtaining a product or service from the debtor primarily for personal, family, or household purposes.	<b>X</b>			
25. Automobiles, trucks, trailers, and other vehicles and accessories.		<b>DEBTOR USES AUTOMOBILE UNDER FATHER'S NAME FOR PROFESSIONAL USAGE.</b>  <b>2000 FORD 350</b>	<b>-</b>	<b>0.00</b>
26. Boats, motors, and accessories.	<b>X</b>			
27. Aircraft and accessories.	<b>X</b>			
28. Office equipment, furnishings, and supplies.	<b>X</b>			
29. Machinery, fixtures, equipment, and supplies used in business.	<b>X</b>			
30. Inventory.	<b>X</b>			
31. Animals.	<b>X</b>			
32. Crops - growing or harvested. Give particulars.	<b>X</b>			

Sub-Total > **0.00**  
(Total of this page)

Sheet 2 of 3 continuation sheets attached to the Schedule of Personal Property

In re **BALTAZAR ANTONIO NEGRON SOTO**

Case No. **14-08847**

Debtor

**SCHEDULE B - PERSONAL PROPERTY**  
(Continuation Sheet)

Type of Property	N O N E	Description and Location of Property	Husband, Wife, Joint, or Community	Current Value of Debtor's Interest in Property, without Deducting any Secured Claim or Exemption
33. Farming equipment and implements.	<b>X</b>			
34. Farm supplies, chemicals, and feed.	<b>X</b>			
35. Other personal property of any kind not already listed. Itemize.	<b>X</b>			

Sub-Total > **0.00**  
(Total of this page)  
Total > **12,165.00**

(Report also on Summary of Schedules)

Sheet **3** of **3** continuation sheets attached to the Schedule of Personal Property

PDF Attachment

A PDF file has been attached to this document. This file will appear here when a PDF is created using the ECFiling button on the Print Documents window.

Pages: 2

File: Balance Sheet- Baltazar Negrón Soto.pdf

Path: M:\Negrón Soto, Baltazar

PDF: <M:\Negrón Soto, Baltazar\Balance Sheet- Baltazar Negrón Soto.pdf>

B6D (Official Form 6D) (12/07)

In re **BALTAZAR ANTONIO NEGRON SOTO**

Case No. **14-08847**

Debtor

**SCHEDULE D - CREDITORS HOLDING SECURED CLAIMS**

State the name, mailing address, including zip code, and last four digits of any account number of all entities holding claims secured by property of the debtor as of the date of filing of the petition. The complete account number of any account the debtor has with the creditor is useful to the trustee and the creditor and may be provided if the debtor chooses to do so. List creditors holding all types of secured interests such as judgment liens, garnishments, statutory liens, mortgages, deeds of trust, and other security interests.

List creditors in alphabetical order to the extent practicable. If a minor child is a creditor, the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. §112 and Fed. R. Bankr. P. 1007(m). If all secured creditors will not fit on this page, use the continuation sheet provided.

If any entity other than a spouse in a joint case may be jointly liable on a claim, place an "X" in the column labeled "Codebtor", include the entity on the appropriate schedule of creditors, and complete Schedule H - Codebtors. If a joint petition is filed, state whether the husband, wife, both of them, or the marital community may be liable on each claim by placing an "H", "W", "J", or "C" in the column labeled "Husband, Wife, Joint, or Community".

If the claim is contingent, place an "X" in the column labeled "Contingent". If the claim is unliquidated, place an "X" in the column labeled "Unliquidated". If the claim is disputed, place an "X" in the column labeled "Disputed". (You may need to place an "X" in more than one of these three columns.)

Total the columns labeled "Amount of Claim Without Deducting Value of Collateral" and "Unsecured Portion, if Any" in the boxes labeled "Total(s)" on the last sheet of the completed schedule. Report the total from the column labeled "Amount of Claim" also on the Summary of Schedules and, if the debtor is an individual with primarily consumer debts, report the total from the column labeled "Unsecured Portion" on the Statistical Summary of Certain Liabilities and Related Data.

Check this box if debtor has no creditors holding secured claims to report on this Schedule D.

CREDITOR'S NAME AND MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	C O D E B T O R H W J C	Husband, Wife, Joint, or Community			C O N T I N G E N T	U N L I Q U I D A T E D	D I S P U T E D	AMOUNT OF CLAIM WITHOUT DEDUCTING VALUE OF COLLATERAL	UNSECURED PORTION, IF ANY
		DATE CLAIM WAS INCURRED, NATURE OF LIEN, AND DESCRIPTION AND VALUE OF PROPERTY SUBJECT TO LIEN							
Account No.  <b>BBVA PUERTO RICO DIVISION LEGAL PO BOX 364745 SAN JUAN, PR 00936-4745</b>	-	<b>COMMERCIAL PROPERTY LOCATED AT: CALLE 601 BLOQUE 222 CASA 15 VILLA CAROLINA, CAROLINA PR</b>						<b>7,000.00</b>	<b>0.00</b>
		Value \$ <b>180,000.00</b>							
Account No.  <b>CRIM P.O. BOX 195387 San Juan, PR 00919-5387</b>	-	<b>COMMERCIAL PROPERTY LOCATED AT: CALLE 601 BLOQUE 222 CASA 15 VILLA CAROLINA, CAROLINA PR</b>						<b>3,030.33</b>	<b>0.00</b>
		Value \$ <b>180,000.00</b>							
Account No. <b>xxxx4239</b>  <b>DORAL BANK DEPARTAMENTO DE QUIEBRAS PO BOX 70308 SAN JUAN, PR 00936-8308</b>	-	<b>COMMERCIAL PROPERTY LOCATED AT: CALLE 601 BLOQUE 222 CASA 15 VILLA CAROLINA, CAROLINA PR</b>						<b>164,995.06</b>	<b>0.00</b>
		Value \$ <b>180,000.00</b>							
Account No. <b>xxxx0038</b>  <b>ROOMS TO GO EASTERN PLAZA SHOPPING CENTER ST RD #3 INT. 194 KM. 43.4 QUEBRADA WARD Fajardo, PR 00738</b>	-	<b>LIVING ROOM SET</b>						<b>5,213.67</b>	<b>213.67</b>
		Value \$ <b>5,000.00</b>							
Subtotal (Total of this page)								<b>180,239.06</b>	<b>213.67</b>
Total (Report on Summary of Schedules)								<b>180,239.06</b>	<b>213.67</b>

0 continuation sheets attached

In re **BALTAZAR ANTONIO NEGRON SOTO**

Case No. **14-08847**

Debtor

### SCHEDULE E - CREDITORS HOLDING UNSECURED PRIORITY CLAIMS

A complete list of claims entitled to priority, listed separately by type of priority, is to be set forth on the sheets provided. Only holders of unsecured claims entitled to priority should be listed in this schedule. In the boxes provided on the attached sheets, state the name, mailing address, including zip code, and last four digits of the account number, if any, of all entities holding priority claims against the debtor or the property of the debtor, as of the date of the filing of the petition. Use a separate continuation sheet for each type of priority and label each with the type of priority.

The complete account number of any account the debtor has with the creditor is useful to the trustee and the creditor and may be provided if the debtor chooses to do so. If a minor child is a creditor, state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. §112 and Fed. R. Bankr. P. 1007(m).

If any entity other than a spouse in a joint case may be jointly liable on a claim, place an "X" in the column labeled "Codebtor," include the entity on the appropriate schedule of creditors, and complete Schedule H-Codebtors. If a joint petition is filed, state whether the husband, wife, both of them, or the marital community may be liable on each claim by placing an "H," "W," "J," or "C" in the column labeled "Husband, Wife, Joint, or Community." If the claim is contingent, place an "X" in the column labeled "Contingent." If the claim is unliquidated, place an "X" in the column labeled "Unliquidated." If the claim is disputed, place an "X" in the column labeled "Disputed." (You may need to place an "X" in more than one of these three columns.)

Report the total of claims listed on each sheet in the box labeled "Subtotals" on each sheet. Report the total of all claims listed on this Schedule E in the box labeled "Total" on the last sheet of the completed schedule. Report this total also on the Summary of Schedules.

Report the total of amounts entitled to priority listed on each sheet in the box labeled "Subtotals" on each sheet. Report the total of all amounts entitled to priority listed on this Schedule E in the box labeled "Totals" on the last sheet of the completed schedule. Individual debtors with primarily consumer debts report this total also on the Statistical Summary of Certain Liabilities and Related Data.

Report the total of amounts not entitled to priority listed on each sheet in the box labeled "Subtotals" on each sheet. Report the total of all amounts not entitled to priority listed on this Schedule E in the box labeled "Totals" on the last sheet of the completed schedule. Individual debtors with primarily consumer debts report this total also on the Statistical Summary of Certain Liabilities and Related Data.

Check this box if debtor has no creditors holding unsecured priority claims to report on this Schedule E.

#### TYPES OF PRIORITY CLAIMS (Check the appropriate box(es) below if claims in that category are listed on the attached sheets)

##### Domestic support obligations

Claims for domestic support that are owed to or recoverable by a spouse, former spouse, or child of the debtor, or the parent, legal guardian, or responsible relative of such a child, or a governmental unit to whom such a domestic support claim has been assigned to the extent provided in 11 U.S.C. § 507(a)(1).

##### Extensions of credit in an involuntary case

Claims arising in the ordinary course of the debtor's business or financial affairs after the commencement of the case but before the earlier of the appointment of a trustee or the order for relief. 11 U.S.C. § 507(a)(3).

##### Wages, salaries, and commissions

Wages, salaries, and commissions, including vacation, severance, and sick leave pay owing to employees and commissions owing to qualifying independent sales representatives up to \$12,475\* per person earned within 180 days immediately preceding the filing of the original petition, or the cessation of business, whichever occurred first, to the extent provided in 11 U.S.C. § 507(a)(4).

##### Contributions to employee benefit plans

Money owed to employee benefit plans for services rendered within 180 days immediately preceding the filing of the original petition, or the cessation of business, whichever occurred first, to the extent provided in 11 U.S.C. § 507(a)(5).

##### Certain farmers and fishermen

Claims of certain farmers and fishermen, up to \$6,150\* per farmer or fisherman, against the debtor, as provided in 11 U.S.C. § 507(a)(6).

##### Deposits by individuals

Claims of individuals up to \$2,775\* for deposits for the purchase, lease, or rental of property or services for personal, family, or household use, that were not delivered or provided. 11 U.S.C. § 507(a)(7).

##### Taxes and certain other debts owed to governmental units

Taxes, customs duties, and penalties owing to federal, state, and local governmental units as set forth in 11 U.S.C. § 507(a)(8).

##### Commitments to maintain the capital of an insured depository institution

Claims based on commitments to the FDIC, RTC, Director of the Office of Thrift Supervision, Comptroller of the Currency, or Board of Governors of the Federal Reserve System, or their predecessors or successors, to maintain the capital of an insured depository institution. 11 U.S.C. § 507 (a)(9).

##### Claims for death or personal injury while debtor was intoxicated

Claims for death or personal injury resulting from the operation of a motor vehicle or vessel while the debtor was intoxicated from using alcohol, a drug, or another substance. 11 U.S.C. § 507(a)(10).

\* Amount subject to adjustment on 4/01/16, and every three years thereafter with respect to cases commenced on or after the date of adjustment.



B6E (Official Form 6E) (4/13) - Cont.

In re BALTAZAR ANTONIO NEGRON SOTO

Case No. 14-08847

Debtor

**SCHEDULE E - CREDITORS HOLDING UNSECURED PRIORITY CLAIMS**  
(Continuation Sheet)

**Taxes and Certain Other Debts  
Owed to Governmental Units**

TYPE OF PRIORITY

CREDITOR'S NAME, AND MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions.)	C O D E B O R	H W J C	Husband, Wife, Joint, or Community	D I S P U T E D	U N L I Q U I D A T E D	C O N T I N G E N T	AMOUNT OF CLAIM	AMOUNT NOT ENTITLED TO PRIORITY, IF ANY
								AMOUNT ENTITLED TO PRIORITY
Account No. <b>7342</b>			<b>2013</b>					
<b>GOBIERNO MUNICIPAL AUTONOMO DE FAJARDO OFICINA DE RECAUDACION PO BOX 865 Fajardo, PR 00738-0865</b>		-	<b>MUNICIPAL TAXES</b>				<b>1,329.98</b>	<b>0.00</b>
								<b>1,329.98</b>
Account No. <b>xxx-xx-7342</b>			<b>2002-2013</b>					
<b>INTERNAL REVENUE SERVICE PO BOX 7346 PHILADELPHIA, PA 19101-7346</b>		-	<b>SOCIAL SECURITY TAXES</b>				<b>7,871.28</b>	<b>515.85</b>
								<b>7,355.43</b>
Account No.								
Account No.								
Account No.								

Sheet 1 of 1 continuation sheets attached to  
Schedule of Creditors Holding Unsecured Priority Claims

Subtotal  
(Total of this page)

Total  
(Report on Summary of Schedules)

<b>9,201.26</b>	<b>515.85</b>	<b>8,685.41</b>
<b>9,201.26</b>	<b>515.85</b>	<b>8,685.41</b>

B6F (Official Form 6F) (12/07)

In re **BALTAZAR ANTONIO NEGRON SOTO**

Case No. **14-08847**

Debtor

**SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS**

State the name, mailing address, including zip code, and last four digits of any account number, of all entities holding unsecured claims without priority against the debtor or the property of the debtor, as of the date of filing of the petition. The complete account number of any account the debtor has with the creditor is useful to the trustee and the creditor and may be provided if the debtor chooses to do so. If a minor child is a creditor, state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. §112 and Fed. R. Bankr. P. 1007(m). Do not include claims listed in Schedules D and E. If all creditors will not fit on this page, use the continuation sheet provided.

If any entity other than a spouse in a joint case may be jointly liable on a claim, place an "X" in the column labeled "Codebtor," include the entity on the appropriate schedule of creditors, and complete Schedule H - Codebtors. If a joint petition is filed, state whether the husband, wife, both of them, or the marital community may be liable on each claim by placing an "H," "W," "J," or "C" in the column labeled "Husband, Wife, Joint, or Community."

If the claim is contingent, place an "X" in the column labeled "Contingent." If the claim is unliquidated, place an "X" in the column labeled "Unliquidated." If the claim is disputed, place an "X" in the column labeled "Disputed." (You may need to place an "X" in more than one of these three columns.)

Report the total of all claims listed on this schedule in the box labeled "Total" on the last sheet of the completed schedule. Report this total also on the Summary of Schedules and, if the debtor is an individual with primarily consumer debts, report this total also on the Statistical Summary of Certain Liabilities and Related Data.

Check this box if debtor has no creditors holding unsecured claims to report on this Schedule F.

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	C O D E B T O R	Husband, Wife, Joint, or Community		C O N T I N G E N T	U N L I Q U I D A T E D	D I S P U T E D	AMOUNT OF CLAIM
		H W J C	DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM. IF CLAIM IS SUBJECT TO SETOFF, SO STATE.				
Account No. xxxxxxxx0590  ALEJANDRO SANCHEZ CARRION PO BOX 963 Luquillo, PR 00773			2007  BREACH OF CONTRACT				15,000.00
Account No. xxxxx xxxx xxxxxx xxxxxxx4-395  ANTONIO FLORES PONCE PO BOX 1110 Fajardo, PR 00738-1110			JUNE 9, 2014  BREACH OF CONTRACT			X	75,000.00
Account No. xxxxxx4313  AUTORIDAD DE ENERGIA ELECTRICA PO BOX 363508 San Juan, PR 00936			UTILITIES				5,753.14
Account No.  ENHANCED RECOVERY CORP. ATTENTION: CLIENT SERVICES 8014 BAYBERRY RD JACKSONVILLE, FL 32256			UNSECURED			X	98.00
Subtotal (Total of this page)							<b>95,851.14</b>
Total (Report on Summary of Schedules)							<b>95,851.14</b>

0 continuation sheets attached

Fill in this information to identify your case:

Debtor 1 BALTAZAR ANTONIO NEGRON SOTO

Debtor 2 \_\_\_\_\_  
(Spouse, if filing)

United States Bankruptcy Court for the: DISTRICT OF PUERTO RICO

Case number 14-08847  
(If known)

Check if this is:

An amended filing

A supplement showing post-petition chapter 13 income as of the following date:

MM / DD / YYYY

Official Form B 61

Schedule I: Your Income

12/13

Be as complete and accurate as possible. If two married people are filing together (Debtor 1 and Debtor 2), both are equally responsible for supplying correct information. If you are married and not filing jointly, and your spouse is living with you, include information about your spouse. If you are separated and your spouse is not filing with you, do not include information about your spouse. If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write your name and case number (if known). Answer every question.

Part 1: Describe Employment

	Debtor 1	Debtor 2 or non-filing spouse
1. <b>Fill in your employment information.</b>		
If you have more than one job, attach a separate page with information about additional employers.	<input checked="" type="checkbox"/> Employed <input type="checkbox"/> Not employed	<input type="checkbox"/> Employed <input type="checkbox"/> Not employed
Employment status		
Occupation	<b>OWNER</b>	
Include part-time, seasonal, or self-employed work.	Employer's name <b>FUNERARIA EBENEZER</b>	
Occupation may include student or homemaker, if it applies.	Employer's address <b>SANTIAGO IGLESIAS PANTIN 159 Fajardo, PR 00738</b>	
How long employed there?	<b>2 MONTHS</b>	

Part 2: Give Details About Monthly Income

Estimate monthly income as of the date you file this form. If you have nothing to report for any line, write \$0 in the space. Include your non-filing spouse unless you are separated.

If you or your non-filing spouse have more than one employer, combine the information for all employers for that person on the lines below. If you need more space, attach a separate sheet to this form.

	For Debtor 1	For Debtor 2 or non-filing spouse
2. <b>List monthly gross wages, salary, and commissions</b> (before all payroll deductions). If not paid monthly, calculate what the monthly wage would be.	\$ <u>0.00</u>	\$ <u>N/A</u>
3. <b>Estimate and list monthly overtime pay.</b>	+\$ <u>0.00</u>	+\$ <u>N/A</u>
4. <b>Calculate gross income.</b> Add line 2 + line 3.	\$ <u>0.00</u>	\$ <u>N/A</u>

Debtor 1 **BALTAZAR ANTONIO NEGRON SOTO**

Case number (if known) **14-08847**

	For Debtor 1	For Debtor 2 or non-filing spouse
4. Copy line 4 here	\$ 0.00	\$ N/A
<b>5. List all payroll deductions:</b>		
5a. Tax, Medicare, and Social Security deductions	\$ 0.00	\$ N/A
5b. Mandatory contributions for retirement plans	\$ 0.00	\$ N/A
5c. Voluntary contributions for retirement plans	\$ 0.00	\$ N/A
5d. Required repayments of retirement fund loans	\$ 0.00	\$ N/A
5e. Insurance	\$ 0.00	\$ N/A
5f. Domestic support obligations	\$ 0.00	\$ N/A
5g. Union dues	\$ 0.00	\$ N/A
5h. Other deductions. Specify: _____	\$ 0.00	\$ N/A
6. Add the payroll deductions. Add lines 5a+5b+5c+5d+5e+5f+5g+5h.	\$ 0.00	\$ N/A
7. Calculate total monthly take-home pay. Subtract line 6 from line 4.	\$ 0.00	\$ N/A
<b>8. List all other income regularly received:</b>		
8a. Net income from rental property and from operating a business, profession, or farm Attach a statement for each property and business showing gross receipts, ordinary and necessary business expenses, and the total monthly net income.	\$ 1,650.00	\$ N/A
8b. Interest and dividends	\$ 0.00	\$ N/A
8c. Family support payments that you, a non-filing spouse, or a dependent regularly receive Include alimony, spousal support, child support, maintenance, divorce settlement, and property settlement.	\$ 0.00	\$ N/A
8d. Unemployment compensation	\$ 0.00	\$ N/A
8e. Social Security	\$ 0.00	\$ N/A
8f. Other government assistance that you regularly receive Include cash assistance and the value (if known) of any non-cash assistance that you receive, such as food stamps (benefits under the Supplemental Nutrition Assistance Program) or housing subsidies. Specify: _____	\$ 0.00	\$ N/A
8g. Pension or retirement income	\$ 0.00	\$ N/A
8h. Other monthly income. Specify: <b>PROFESSIONAL SERVICES-CHURCH</b> <b>PROFESSIONAL SERVICES- FUNERAL HOME</b>	\$ 2,000.00 \$ 1,481.92	\$ N/A \$ N/A
9. Add all other income. Add lines 8a+8b+8c+8d+8e+8f+8g+8h.	\$ 5,131.92	\$ N/A
10. Calculate monthly income. Add line 7 + line 9. Add the entries in line 10 for Debtor 1 and Debtor 2 or non-filing spouse.	\$ 5,131.92 + \$ N/A	= \$ 5,131.92
11. State all other regular contributions to the expenses that you list in Schedule J. Include contributions from an unmarried partner, members of your household, your dependents, your roommates, and other friends or relatives. Do not include any amounts already included in lines 2-10 or amounts that are not available to pay expenses listed in Schedule J. Specify: _____		11. +\$ 0.00
12. Add the amount in the last column of line 10 to the amount in line 11. The result is the combined monthly income. Write that amount on the Summary of Schedules and Statistical Summary of Certain Liabilities and Related Data, if it applies		12. \$ 5,131.92 <b>Combined monthly income</b>
13. Do you expect an increase or decrease within the year after you file this form? <input checked="" type="checkbox"/> No. <input type="checkbox"/> Yes. Explain: _____		

Fill in this information to identify your case:

Debtor 1 BALTAZAR ANTONIO NEGRON SOTO

Debtor 2 \_\_\_\_\_  
(Spouse, if filing)

United States Bankruptcy Court for the: DISTRICT OF PUERTO RICO

Case number 14-08847  
(If known)

Check if this is:

- An amended filing
- A supplement showing post-petition chapter 13 expenses as of the following date:

\_\_\_\_\_  
MM / DD / YYYY

- A separate filing for Debtor 2 because Debtor 2 maintains a separate household

Official Form B 6J

**Schedule J: Your Expenses**

12/13

Be as complete and accurate as possible. If two married people are filing together, both are equally responsible for supplying correct information. If more space is needed, attach another sheet to this form. On the top of any additional pages, write your name and case number (if known). Answer every question.

**Part 1: Describe Your Household**

1. Is this a joint case?

- No. Go to line 2.
- Yes. Does Debtor 2 live in a separate household?
  - No
  - Yes. Debtor 2 must file a separate Schedule J.

2. Do you have dependents?  No

Do not list Debtor 1 and Debtor 2.

Yes. Fill out this information for each dependent.....

Do not state the dependents' names.

Dependent's relationship to Debtor 1 or Debtor 2	Dependent's age	Does dependent live with you?
Daughter	19	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes
Daughter	20	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes
_____	_____	<input type="checkbox"/> No <input type="checkbox"/> Yes
_____	_____	<input type="checkbox"/> No <input type="checkbox"/> Yes

3. Do your expenses include expenses of people other than yourself and your dependents?  No  Yes

**Part 2: Estimate Your Ongoing Monthly Expenses**

Estimate your expenses as of your bankruptcy filing date unless you are using this form as a supplement in a Chapter 13 case to report expenses as of a date after the bankruptcy is filed. If this is a supplemental Schedule J, check the box at the top of the form and fill in the applicable date.

Include expenses paid for with non-cash government assistance if you know the value of such assistance and have included it on Schedule I: Your Income (Official Form 6I.)

Your expenses

4. The rental or home ownership expenses for your residence. Include first mortgage payments and any rent for the ground or lot.

4. \$ \_\_\_\_\_ **0.00**

If not included in line 4:

- 4a. Real estate taxes
- 4b. Property, homeowner's, or renter's insurance
- 4c. Home maintenance, repair, and upkeep expenses
- 4d. Homeowner's association or condominium dues

4a. \$ \_\_\_\_\_ **0.00**  
 4b. \$ \_\_\_\_\_ **0.00**  
 4c. \$ \_\_\_\_\_ **50.00**  
 4d. \$ \_\_\_\_\_ **0.00**

5. Additional mortgage payments for your residence, such as home equity loans

5. \$ \_\_\_\_\_ **0.00**

Debtor 1 **BALTAZAR ANTONIO NEGRON SOTO**

Case number (if known) **14-08847**

6. <b>Utilities:</b>		
6a. Electricity, heat, natural gas	6a. \$	<u>400.00</u>
6b. Water, sewer, garbage collection	6b. \$	<u>150.00</u>
6c. Telephone, cell phone, Internet, satellite, and cable services	6c. \$	<u>200.00</u>
6d. Other. Specify: <b>CELLULAR PHONE</b>	6d. \$	<u>220.00</u>
7. <b>Food and housekeeping supplies</b>	7. \$	<u>500.00</u>
8. <b>Childcare and children's education costs</b>	8. \$	<u>0.00</u>
9. <b>Clothing, laundry, and dry cleaning</b>	9. \$	<u>100.00</u>
10. <b>Personal care products and services</b>	10. \$	<u>25.00</u>
11. <b>Medical and dental expenses</b>	11. \$	<u>78.00</u>
12. <b>Transportation.</b> Include gas, maintenance, bus or train fare. Do not include car payments.	12. \$	<u>350.00</u>
13. <b>Entertainment, clubs, recreation, newspapers, magazines, and books</b>	13. \$	<u>200.00</u>
14. <b>Charitable contributions and religious donations</b>	14. \$	<u>0.00</u>
15. <b>Insurance.</b> Do not include insurance deducted from your pay or included in lines 4 or 20.		
15a. Life insurance	15a. \$	<u>22.00</u>
15b. Health insurance	15b. \$	<u>0.00</u>
15c. Vehicle insurance	15c. \$	<u>0.00</u>
15d. Other insurance. Specify: _____	15d. \$	<u>0.00</u>
16. <b>Taxes.</b> Do not include taxes deducted from your pay or included in lines 4 or 20. Specify: _____	16. \$	<u>0.00</u>
17. <b>Installment or lease payments:</b>		
17a. Car payments for Vehicle 1	17a. \$	<u>0.00</u>
17b. Car payments for Vehicle 2	17b. \$	<u>0.00</u>
17c. Other. Specify: _____	17c. \$	<u>0.00</u>
17d. Other. Specify: _____	17d. \$	<u>0.00</u>
18. <b>Your payments of alimony, maintenance, and support that you did not report as deducted from your pay on line 5, Schedule I, Your Income (Official Form 6I).</b>	18. \$	<u>0.00</u>
19. <b>Other payments you make to support others who do not live with you.</b> Specify: _____	19. \$	<u>0.00</u>
20. <b>Other real property expenses not included in lines 4 or 5 of this form or on Schedule I: Your Income.</b>		
20a. Mortgages on other property	20a. \$	<u>1,500.38</u>
20b. Real estate taxes	20b. \$	<u>0.00</u>
20c. Property, homeowner's, or renter's insurance	20c. \$	<u>286.12</u>
20d. Maintenance, repair, and upkeep expenses	20d. \$	<u>65.00</u>
20e. Homeowner's association or condominium dues	20e. \$	<u>0.00</u>
21. <b>Other:</b> Specify: <b>VEHICLE MAINTENANCE</b>	21. +\$	<u>60.00</u>
22. <b>Your monthly expenses.</b> Add lines 4 through 21. The result is your monthly expenses.	22. \$	<u>4,206.50</u>
23. <b>Calculate your monthly net income.</b>		
23a. Copy line 12 ( <i>your combined monthly income</i> ) from Schedule I.	23a. \$	<u>5,131.92</u>
23b. Copy your monthly expenses from line 22 above.	23b. -\$	<u>4,206.50</u>
23c. Subtract your monthly expenses from your monthly income. The result is your <i>monthly net income</i> .	23c. \$	<u>925.42</u>
24. <b>Do you expect an increase or decrease in your expenses within the year after you file this form?</b> For example, do you expect to finish paying for your car loan within the year or do you expect your mortgage payment to increase or decrease because of a modification to the terms of your mortgage?		
<input checked="" type="checkbox"/> No.		
<input type="checkbox"/> Yes.		
Explain:		