

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

IN RE:

**VACA BRAVA OLD SAN JUAN, LLC.**

Debtor

**Bankruptcy No.: 15-09787 (MCF)**

**Chapter 11**

**SMALL BUSINESS FIRST AMENDED DISCLOSURE STATEMENT  
DATED MARCH 21, 2018**

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**I. INTRODUCTION**

This is the First Amended Disclosure Statement (the “Disclosure Statement”) in the small business Chapter 11 case of Vaca Brava Old San Juan, LLC (hereinafter “Vaca Brava/Debtor”). Vaca Brava is a local corporation created under the laws of the Commonwealth of Puerto Rico. It is directed by its President, Mr. Juan Cintrón Berríos and his wife and shareholder, Mrs. Lisandra Hernández. Vaca Brava operates a restaurant business located in the vicinity of Old San Juan, which is a vivid and highly busy area visited by many tourists and locals alike. Vaca Brava operates with a work force of approximately 45 to 50 employees.

This Disclosure Statement contains information about Debtor and describes the First Amended Reorganization Plan dated March 21, 2018 (the “Plan”). A copy of the Plan is included herein as Exhibit A. A liquidation analysis of Debtor’s estate is included herein as Exhibit B. The proposed Payment Schedule under the Small Business Reorganization Plan are specified in Exhibit C which is included with this Disclosure Statement and discussed in this document.

In compliance with L.B.R. 3016-2, all amendments to the original Disclosure Statement dated October 4, 2016 are underlined herein.

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**Administrative expenses** shall be paid in cash and in full as soon as practicable or agreed with the creditor on (a) the Effective Date of the plan or (b) the date any such claim becomes an allowed Administrative Claim.

**Class 1 - Unsecured convenience class pursuant to 11 U.S.C. §1122 for claims that are under or equal to \$5,000:** This class will receive a lump-sum distribution of \$5,000.00 on the Effective Date of the Plan. Each claim holder under this class will receive pro-rata distributions, as per the allowed amounts. Based on the current allowed amounts, each claim holder in this class

will receive approximately 8.37% of the allowed amount. Any change in the allowed amounts may change the actual distribution percentage, but it will be nevertheless the same to all of them.

**Class 2 - Unsecured convenience class pursuant to 11 U.S.C. §1122 for claims that are over \$5,001:** Debtors will pay \$500.00 monthly to the general unsecured creditors for a 5-year period. Each claim holder under this class will receive pro-rata distributions, as per the allowed amounts. Based on the current allowed amounts, each claim holder in this class will receive approximately 10.18% of the allowed amount. Any change in the allowed amounts may change the actual distribution percentage, but it will be nevertheless the same to all of them.

**Class 3 - Equity Interest Holders:** Mr. Juan C. Cintrón and Mrs. Lisandra Hernández are the equity interest holders and will receive no distribution under the reorganization plan.

**Priority Tax Claims** shall be paid in cash and in full, plus statutory interest, through monthly payments each year over a period not exceeding five (5) years or 60 months from the Effective Date of the Plan, unless otherwise agreed by the Claimant.

**Priority claim for State Insurance Fund Corporation** shall be paid in cash and in full, through monthly payments each year over a period not exceeding five (5) years or 60 months from the Effective Date of the Plan.

**Priority claim for Department of Labor** shall be paid in cash and in full, for the amount of \$24.88, to be paid as a lump-sum on the Effective Date of the Plan.

*This Disclosure Statement is being distributed by the Debtor to all creditors entitled to vote in this Chapter 11 and provides adequate information so creditors may make a reasonable and informed judgment to accept or reject the Plan.*

### **A. Purpose of This Document**

This Disclosure Statement describes the Debtor and significant events during the bankruptcy case; how the Plan proposes to treat claims of the type you hold (what you will receive on your claim if the Plan is confirmed); who can vote on or object to the Plan; what factors the Bankruptcy Court will consider when deciding whether to confirm the Plan; why Debtor believes the Plan is feasible; and how the treatment of your claim under the Plan compares to what you would receive on your claim in liquidation; and the effect of the Confirmation of the Plan.

Debtor urges all parties-in-interest to read and review the Plan, and, the Disclosure Statement. This Disclosure Statement describes the Plan, but it is the Plan itself that will, if confirmed, establish your rights.

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

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

*i. Time and Place of the Hearing to Finally Approve this Disclosure Statement and Confirm the Plan.*

The hearing at which the Court will determine whether to finally approve this Disclosure Statement and confirm the Plan will be scheduled by the Bankruptcy Court and will be conducted on **May 2, 2018 at 9:00am (Atlantic Time)**, at the U.S. Bankruptcy Court, District of Puerto Rico, José V. Toledo Federal Building, 300 Recinto Sur Street, Third Floor, San Juan PR 00901. **You will receive a Notice for this hearing from the Debtor.**

*ii. Deadline for Voting to Accept or Reject the Plan*

If you are entitled to vote to accept or reject the plan, vote on the enclosed ballot, enclosed as **Exhibit AA1 through AA2 hereto**, and return the completed ballot to the following address:

**VILARIÑO & ASSOCIATES, LLC**  
P.O. Box 9022515  
San Juan, PR 00902-2515  
E-mail: [jvilarino@vilarinolaw.com](mailto:jvilarino@vilarinolaw.com)  
Attn: Javier Vilariño Santiago, Esq.

The deadline to submit Ballots to accept or reject the Plan is **April 18, 2018** (the “Voting Deadline”). Ballots received after the Voting Deadline shall not be counted.

Please review Section IV. A of this document for a discussion of the voting eligibility requirements.

iii. *Deadline for Objecting to the Adequacy of the Disclosure Statement and Confirmation of the Plan*

Objections to this Disclosure Statement or to the confirmation of the Plan must be filed with the Court and served upon all creditors **on or before April 18, 2018, fourteen (14) days before the hearing on Final Approval of the Disclosure Statement and Confirmation of the Plan.**

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

If you need additional information about the Plan, contact Debtor's attorney: *Javier Vilariño Santiago, at telephone number (787) 565-9894.*

**C. Disclaimer**

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

**II. BACKGROUND**

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

**Vaca Brava Old San Juan, LLC.** is a local corporation created under the laws of the Commonwealth of Puerto Rico. It is directed by its President, Mr. Juan Cintrón Berríos and his wife and shareholder, Mrs. Lisandra Hernández. Vaca Brava operates a restaurant business located in the vicinity of Old San Juan, which is a vivid and highly busy area visited by many tourists and locals alike. Vaca Brava operates with a work force of approximately 45 to 50 employees.

**B. Insiders of the Debtor**

The President of this corporation is Mr. Juan C. Cintrón, a local businessman. Mrs. Lisandra Hernández is a 50% shareholder and manager of Debtor. There are no other officers on the Board of Directors, or shareholders.

**C. Management of the Debtor before and during the Bankruptcy**

Debtor's business was managed by its President, Mr. Juan C. Cintrón and by its manager Mrs. Lisandra Hernández, before and after the filing of the bankruptcy.

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

The petition was filed because there was sudden drop on sales when the new tax of 11.5% was imposed earlier in 2015, which caused cash flow deficiencies that led to an outstanding debt with the Puerto Rico Treasury Department (hereinafter “PR Treasury”). During December 2015, Debtor engaged in several communications with PR Treasury to propose a repayment plan, to no avail.

During this period, Creditor PR Treasury refused to negotiate a repayment plan for the sales tax debt and instead attempted to revoke Debtor’s alcoholic beverages license and to close the business. In light of these events, the bankruptcy petition was filed on an urgent basis to save Debtor’s jobs and operations and to avoid irreparable harm to Debtor’s business.

#### **E. Significant Events during the Bankruptcy Case**

Upon filing of the instant bankruptcy petition, Debtor has executed various measures and adjustments to its operations to properly reorganize its business affairs, including the successful negotiation of a less expensive lease agreement in a renewed property, the elaboration of new dishes for lunch specials and the reduction of overhead costs.

Debtor is in compliance with the U.S. Trustee’s Office Operating Guidelines:

- a) Monthly Operating Reports have been completed and filed up to January 2018.
- b) Quarterly fees required by the U.S. Trustee are up to date.
- c) Post-petition operating expenses are paid in the ordinary course of business.
- d) Post-petition taxes are being paid as these become due.

Since the date of filing, Debtor has focused all its efforts in developing all available means to fund its Reorganization Plan to provide for payments to PR Treasury and all other creditors in the plan.

On June 2, 2016, the PR Treasury filed Proof of Claims #13 and 14, with amounts that were not recognized nor reflected in Debtor’s books and records maintained in the ordinary course of business. Thus, on October 4, 2016 Debtor filed its objection to both claims by the PR Treasury. Based on the foregoing, the PR Treasury commenced an Audit over Debtor’s operations.

On October 4, 2016, Debtor filed its First Chapter 11 Plan and Disclosure Statement. After having informed the Court of the ongoing Audit, the Confirmation of Debtor’s First Plan, dated October 4, 2016, the PR Treasury Proof of Claims and Debtor’s objections thereto were held in abeyance pending finalization of the Audit conducted by the PR Treasury over Debtor’s business affairs. At this juncture, the Audit has been completed and the Debtor and PR Treasury have consensually Stipulated the rightfully owed amounts, which the Debtor has included in the Plan and this Disclosure Statement.

For the avoidance of doubt, Debtor’s Disclosure Statement and Plan<sup>1</sup> provides treatment for the amounts included in PR Treasury’s claims as Stipulated with the Debtor.

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<sup>1</sup> In the abundance of caution, Debtor clarifies that such treatment is provided in the First Amended Plan and First Amended Disclosure Statement dated March 21, 2018.



During the pendency of this bankruptcy case, Debtor has also successfully relocated to new premises still within the vicinity of Old San Juan, with substantially lower business expenses and costs, including rent and utility expenses.

### **Pending courses of action over which Debtor has interest**

As of the date of the filing of the bankruptcy petition, Debtor has been prosecuting adversary proceeding #15-00293 against Creditor PR Treasury for the violation of Debtor's automatic stay by PR Treasury's post-petition revocation of Debtor's alcoholic beverages license, and its further refusal to reinstate such license to Debtor (the "Adversary Proceeding"). The prosecution of the Adversary Proceeding was stayed due to the commencement of the Title III of PROMESA case in which the Commonwealth of Puerto Rico is the Debtor. At this juncture, Debtor and the PR Treasury have reached a Stipulation to be filed in connection with the Adversary Proceeding which will finally resolve all pending matters in the Bankruptcy Case and the Adversary Proceeding.

### **F. Objection to Claims**

Except if a claim is already allowed under a final non-appealable order, the Debtor reserves the right to object to claims.

Therefore, even if your claim is allowed for voting purposes, you may not be entitled to a distribution if an objection to your claim is later upheld. The procedures for resolving disputed claims are described in Article V of the Plan.

### **G. Current and Historical Financial Conditions**

Debtor's financial condition is detailed in the summary of Debtor's monthly operating reports filed since the commencement of the Debtor's bankruptcy case.

## **III. SUMMARY OF THE PLAN OF REORGANIZATION**

### **A. Purpose of the Plan of Reorganization**

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

### **B. Treatment of Claims and Equity Interests**

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

### C. Unclassified Claims

#### i. Administrative Expenses

Administrative expenses are costs or expenses of administering the Debtors' Chapter 11 case allowed under 11 U.S.C. § 507. Administrative expenses also include the value of any goods sold to the Debtors in the ordinary course of business and received within 20 days before the date of the bankruptcy petition. The Code requires that all administrative expenses be paid on the effective date of the Plan, unless a claimant agrees to a different treatment. At this juncture, the administrative expenses are estimated to be approximately \$75,000.00.

#### ii. Priority Tax Claims

Priority tax claims are unsecured tax liabilities as described by 11 U.S.C. § 507(a)(8). Unless the holder of such a § 507(a)(8) priority tax claim agrees otherwise, it must receive the present value of such claim, in regular installments paid over a period not exceeding 5 years from the order of relief. Each holder of a priority tax claim will be paid consistent with § 1129(a)(9)(C) of the Code, in monthly cash installments, equal to the allowed amount of its claim, plus yearly interest of 3.25% over a period ending before the statutory five-year period from the filing of the captioned petition.

The following list describes the Debtor's 11 U.S.C. § 507(a)(8) priority tax claims and their proposed treatment under the plan:

- a) ***Municipality of San Juan***: This priority claimant filed Claim #5 and will be paid the claimed amount of \$3,946.65 in monthly installments of \$132.90 within thirty-one (31) months.
- b) ***Puerto Rico Treasury Department***: This priority claimant filed Claim Number 14, which was objected by Debtor on October 4, 2016. As per the results of the Audit, Debtor and the PR Treasury Stipulated that the amount owed the PR Treasury is \$110,918.42. As per the terms of such Stipulation to be filed, Debtor will make monthly payments of \$1,848.64 in a period of sixty (60) months from the Effective Date.
- c) ***Puerto Rico Treasury Department***: This priority claimant filed Claim Number 13, which was objected by Debtor on October 4, 2016. As per the results of the Audit, Debtor and the PR Treasury Stipulated that Debtor owes \$462.00 for Claim Number 13, which Debtor will pay in cash and in full on the Effective Date of the Plan.
- d) ***Internal Revenue Service***: This priority claimant filed claim #10 and will be paid the claimed amount of \$43,833.01 in monthly installments of \$1,476.07 within thirty-one (31) months from the Effective Date.

iii. *Priority Claimants: State Insurance Fund Corporation and Department of Labor*

- a) ***State Insurance Fund Corporation***: This priority claimant filed Claim #17 and will be paid the claimed amount of \$3,520.76 in monthly installments of \$118.56 within thirty-one (31) months.
- b) ***Department of Labor***: This priority claimant filed claim number 16. This claimant will be paid the recognized amount of \$25.00, to be paid on the Effective Date of the Plan.

#### **D. Classes of Claims and Equity Interests**

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

**Class 1 - Unsecured convenience class pursuant to 11 U.S.C. §1122 for claims that are under or equal to \$5,000:** This class will receive a lump-sum distribution of \$5,000.00 on the Effective Date of the Plan. Each claim holder under this class will receive pro-rata distributions, as per the allowed amounts. Based on the current allowed amounts, each claim holder in this class will receive approximately 8.37% of the allowed amount. Any change in the allowed amounts may change the actual distribution percentage, but it will be nevertheless the same to all of them.

**Class 2 - Unsecured convenience class pursuant to 11 U.S.C. §1122 for claims that are over \$5,001:** Debtors will pay \$500.00 monthly to the general unsecured creditors for a 5-year period. Each claim holder under this class will receive pro-rata distributions, as per the allowed amounts. Based on the current allowed amounts, each claim holder in this class will receive approximately 10.18% of the allowed amount. Any change in the allowed amounts may change the actual distribution percentage, but it will be nevertheless the same to all of them.

**Class 3 Equity Interest Holders:** Mr. Juan C. Cintrón and Mrs. Lisandra Hernández are the equity interest holders and will receive no distribution under the reorganization plan.

*The following chart identifies the Plan’s proposed treatment of the Administrative Expenses, Class 1 Unsecured convenience claims under or equal to \$5,000, and Class 2 Unsecured convenience claims over \$5,001:*

<u>Class</u>	<u>Impairment</u>	<u>Treatment</u>
<b>ADMINISTRATIVE EXPENSE CLAIMS</b>	No	To be paid in full on the Effective Date of the Plan, or according to a separate agreement, or according to court order if such fees have not been approved by the Court on the Effective Date of the Plan.
Other Administrative Expenses	No	If any arises, to be paid in full on the Effective Date of the Plan or according to separate written agreement.
Office of the U.S. Trustee Fees.	No	Debtor proffers payments are current. If any outstanding amount is due it will be paid in full on the Effective Date of the Plan.
<b>Class 1 Unsecured Convenience Class for claims under or equal to \$5,000.00</b>	Yes	This class will receive a lump-sum distribution of \$5,000.00 on the effective date of the plan. Each claim holder under this class will receive pro-rata distributions, as per the allowed amounts. Based on the current allowed amounts, each claim holder in this class will receive approximately 8.37% of the allowed amount. Any change in the allowed amounts may change the actual distribution percentage, but it will be nevertheless the same to all of them.
<b>Class 2 Unsecured Convenience Class for claims over \$5,001.00</b>	Yes	Debtor will pay \$500.00 monthly to the general unsecured creditors for a 5-year period. Each claim holder under this class will receive pro-rata distributions, as per the allowed amounts. Based on the current allowed amounts, each claim holder in this

		class will receive approximately <u>10.18%</u> of the allowed amount. Any change in the allowed amounts may change the actual distribution percentage, but it will be nevertheless the same to all of them.
<b>Class 3 Equity Interest Holders</b>		This class will receive no distribution or payments in this plan.

**E. Means of Implementing the Plan**

*i. Source of Payments*

The Plan will be implemented as required under 11 U.S.C. §1123(a)(5) with the continued operation of Debtor’s business endeavors, and with a Capital Contribution from Debtor’s Equity Interest Holders of \$55,000.00.

**F. Tax Consequences of Plan**

Creditors and Equity Interest Holders Concerned with How the Plan may affect their tax liability should consult with their own accountants, attorneys, and advisors.

**IV. CONFIRMATION REQUIREMENTS AND PROCEDURES**

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

**A. Who May Vote or Object**

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

In this case, the Plan Proponent believes that Classes 1 and 2 are impaired and that holders of claims in each of these classes may therefore vote to accept or reject the Plan. The class of the Equity Security Holders is not entitled to vote.

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

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

*ii. What is an Impaired Claim or Impaired Equity Interest?*

As noted above, the holder of an allowed claim or equity interest may vote only if it is in a class that is *impaired* under the Plan. As provided in 11 U.S.C. §1124, a class is impaired if, the Plan alters the legal, equitable, or contractual rights of the members of the class.

*iii. Who is not entitled to vote?*

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

- Holders of claims and equity interests that have been disallowed by an order of the Court;
- Holders of other claims or equity interest that are not "allowed claims" or "allowed equity interests" (as discussed above), unless they have been "allowed" for voting purposes.
- Holders of claims or equity interests in unimpaired classes;
- Holders of claims entitled to priority under 11 U.S.C. §507(a)(2), (a)(3) and (a)(8).
- Holders of claims or equity interests in classes that do not receive or retain any value under the Plan; and
- Administrative expenses

Even if you are not entitled to vote on the Plan, you have a right to Object to the Confirmation of the Plan and to the Adequacy of the Disclosure Statement.

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

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

*i. Votes Necessary for a Class to accept the Plan.*

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

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

*ii. Treatment of Non-Accepting Classes*

Even if one or more impaired classes reject the Plan, the Court may nonetheless confirm the Plan if the non-accepting classes are treated in the manner prescribed by 11 U.S.C. § 1129(b). A plan that binds non-accepting classes is commonly referred to as a cram down plan. The Code allows the Plan to bind non-accepting classes of claims or equity interests if it meets all the requirements for consensual confirmation except the voting requirements of 11 U.S.C. § 1129(a) (8), does not discriminate unfairly, and is fair and equitable toward each impaired class that has not voted to accept the Plan.

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

**C. Liquidation Analysis**

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

**D. Feasibility**

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

*i. Ability to initially fund plan*

The Plan Proponent believes that the Debtor will have enough cash on hand, including a Capital Contribution from its Equity Interest Holders of \$55,000.00, on the Effective Date of the Plan to pay all the claims and expenses that are entitled to be paid on that date. Debtor's payment schedule as of the Effective Date of the Plan is attached to this Disclosure Statement as **Exhibit C**.

*ii. Feasibility to make future plan payments and operate without further reorganization*

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

The Plan Proponent has provided projected financial information. Those projections are also included in **Exhibit D**. The Plan's Proponent financial projections show that Debtor will have an aggregate annual average cash flow, after paying operating expenses. In addition, a summary of Debtor's Monthly Operating Reports filed in the captioned case is included herein as **Exhibit F**.

## **V. OBJECTIONS TO CLAIMS**

Debtor may file an objection to any claim as to its validity or amount prior to the confirmation date. The claim of any creditor whose claim has been scheduled as disputed but who has not filed a proof of claim shall be disallowed by confirmation of the Plan.

## **VI. EXECUTORY CONTRACTS AND UNEXPIRED LEASES**

Debtor will assume or reject unexpired leases and executory contracts, which have not been expressly rejected or assumed in this Reorganization Plan in accordance and subject to their terms and conditions. The lease agreement with FirstBank PR for Debtor's New Premises is assumed under this Plan.

## **VII. EFFECT OF CONFIRMATION OF PLAN**

### **A. Discharge of Debtor**

The order under 1141(d) of the Bankruptcy Code, except as otherwise provided for in this Plan or in the Order of Confirmation, the rights granted by the Plan and the payments and distributions to be made shall be in complete exchange for, and in full satisfaction, discharge and release of, all existing debts and claims of any kind, nature or description whatsoever against the Debtor. On the Consummation Date, all existing claims shall be deemed to be exchanged, satisfied, discharged and released in full; and all holders of claims shall be precluded from asserting any other or future claim based upon any act or omission, transaction or other activity of any kind or nature that occurred prior to the Consummation Date, whether or not such holder filed a proof of claim.

The order of confirmation of this Plan shall constitute an injunction against pursuing any claim or interest, whether or not a proof of claim or proof of interest based on any such debt, liability, or interest is filed or deemed filed, under 11 U.S.C. 501; whether or not such claim is allowed under 11 U.S.C. 502 or whether the holder of such claim has accepted this Plan in the manner set forth herein. The US Bankruptcy Court will retain jurisdiction for implementing the plan and consummation and the post-confirmation injunction under section 524 of the Bankruptcy Code.

### **B. Modification of Plan**

The Plan Proponent may modify the Plan before its confirmation. However, the Court may require a new disclosure statement and/or re-voting on the Plan. The Plan Proponent may also seek to modify the Plan at any time after confirmation only if (1) the Plan has not been substantially consummated and (2) the Court authorizes the proposed modifications after notice and a hearing.

### **C. Final Decree**

Once the estate has been fully administered, as provided in Rule 3022 of the Federal Rules of Bankruptcy Procedure, the case shall be closed upon the Debtor's compliance with the statutory



requirements of 11 U.S.C. §1101(2). Debtor will apply for final decree evidencing the Plan has been substantially consummated.

/s/ Juan C. Cintrón

**Juan C. Cintrón**

**Signing as President of Vaca Brava Old San Juan, LLC.**

**March 21, 2018**

**EXHIBIT AA-1  
VACA BRAVA OLD SAN JUAN, LLC.  
CLASS 1**

**Holders of Unsecured Claims under or equal to \$5,000.00**

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

IN RE:

**Bankruptcy No.: 15-09787 (MCF)**

**VACA BRAVA OLD SAN JUAN, LLC.**

**Chapter 11**

Debtor

**CLASS [1] BALLOT FOR ACCEPTING OR REJECTING  
PLAN OF REORGANIZATION OF  
VACA BRAVA OLD SAN JUAN, LLC.**

**Vaca Brava Old San Juan, LLC.** (“Debtor”) filed its First Amended Plan of Reorganization dated March 21, 2018, (the “Plan”) for the Debtor in this case. The Court has conditionally approved the First Amended Disclosure Statement with respect to the Plan (the “Disclosure Statement”). The Disclosure Statement provides information to assist you in deciding how to vote your ballot. If you do not have the Disclosure Statement, you may obtain a copy from **Vilariño & Associates LLC, PO BOX 9022515, San Juan, PR 00902-2515**. Court approval of the Disclosure Statement does not indicate approval of the Plan by the Court.

**EXHIBIT AA-1  
VACA BRAVA OLD SAN JUAN, LLC.  
CLASS 1**

**Holders of Unsecured Claims under or equal to \$5,000.00  
Page 2 of 2**

You should review the Disclosure Statement and the Plan before you vote. You may wish to seek legal advice concerning the Plan and your classification and treatment under the Plan. Your claims have been placed in Class [1] under the Plan. If you hold claims in more than one class, you will receive a ballot for each class in which you are entitled to vote.

**If your ballot is not received by Vilariño & Associates, LLC, P.O. BOX 9022515, San Juan, PR 00902-2515, on or before April 18, 2018, and such deadline is not extended, your vote will not count as either an acceptance or rejection of the Plan.**

**If the Plan is confirmed by the Bankruptcy Court, it will be binding on you whether or not you vote.**

ACCEPTANCE OR REJECTION OF THE PLAN

The undersigned, the holder of a Class [1] claim against the Debtor, in the unpaid amount of

\$ \_\_\_\_\_ (\$ \_\_\_\_\_).

ACCEPTS THE PLAN

REJECTS THE PLAN

Dated: \_\_\_\_\_

Print or type name of creditor: \_\_\_\_\_

Signature: \_\_\_\_\_

Name and Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

RETURN THIS BALLOT TO:

**VACA BRAVA OLD SAN JUAN, LLC.  
C/O JAVIER VILARIÑO, ESQ.  
VILARINO & ASSOCIATES, LLC  
P.O. BOX 9022515  
San Juan, PR 00902-2515**

**EXHIBIT AA-2  
VACA BRAVA OLD SAN JUAN, LLC.  
CLASS 2**

**Holders of Unsecured Claims over or equal to \$5,000.01**

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

IN RE:

**Bankruptcy No.: 15-09787 (MCF)**

**VACA BRAVA OLD SAN JUAN, LLC.**

**Chapter 11**

Debtor

**CLASS [1] BALLOT FOR ACCEPTING OR REJECTING  
PLAN OF REORGANIZATION OF  
VACA BRAVA OLD SAN JUAN, LLC.**

**Vaca Brava Old San Juan, LLC.** (“Debtor”) filed its First Amended Plan of Reorganization dated March 21, 2018, (the “Plan”) for the Debtor in this case. The Court has conditionally approved the First Amended Disclosure Statement with respect to the Plan (the “Disclosure Statement”). The Disclosure Statement provides information to assist you in deciding how to vote your ballot. If you do not have the Disclosure Statement, you may obtain a copy from **Vilariño & Associates LLC, PO BOX 9022515, San Juan, PR 00902-2515**. Court approval of the Disclosure Statement does not indicate approval of the Plan by the Court.

**EXHIBIT AA-2  
VACA BRAVA OLD SAN JUAN, LLC.  
CLASS 2**

**Holders of Unsecured Claims over or equal to \$5,000.01  
Page 2 of 2**

You should review the Disclosure Statement and the Plan before you vote. You may wish to seek legal advice concerning the Plan and your classification and treatment under the Plan. Your claims have been placed in Class [2] under the Plan. If you hold claims in more than one class, you will receive a ballot for each class in which you are entitled to vote.

**If your ballot is not received by Vilariño & Associates, LLC, P.O. BOX 9022515, San Juan, PR 00902-2515, on or before April 18, 2018, and such deadline is not extended, your vote will not count as either an acceptance or rejection of the Plan.**

**If the Plan is confirmed by the Bankruptcy Court, it will be binding on you whether or not you vote.**

ACCEPTANCE OR REJECTION OF THE PLAN

The undersigned, the holder of a Class [2] claim against the Debtor, in the unpaid amount of

\$ \_\_\_\_\_ (\$ \_\_\_\_\_).

ACCEPTS THE PLAN

REJECTS THE PLAN

Dated: \_\_\_\_\_

Print or type name of creditor: \_\_\_\_\_

Signature: \_\_\_\_\_

Name and Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

RETURN THIS BALLOT TO:

**VACA BRAVA OLD SAN JUAN, LLC.  
C/O JAVIER VILARIÑO, ESQ.  
VILARINO & ASSOCIATES, LLC  
P.O. BOX 9022515  
San Juan, PR 00902-2515**

UNITED STATES BANKRUPTCY COURT  
DISTRICT OF PUERTO RICO

IN RE:

Bankruptcy No.: 15-09787 (MCF)

VACA BRAVA OLD SAN JUAN, LLC.

Chapter 11

Debtor

**FIRST AMENDED SMALL BUSINESS REORGANIZATION PLAN**  
**DATED MARCH 21, 2018**

**ARTICLE I: DEFINITIONS**

For purposes of this First Amended Plan (the “Plan”), the following terms shall have the meaning specified in this Article I. A term used but not defined herein, which is also used in the Bankruptcy Code, shall have the meaning ascribed to that term in the Bankruptcy Code. Wherever from the context it appears appropriate, each term stated shall include both the singular and the plural, and pronouns shall include the masculine, feminine and neuter, regardless of how stated. The words “herein,” “hereof,” “hereto,” “hereunder” and other words of similar import refer to the Plan as a whole and not to any particular Section, sub-Section or clause contained in the Plan. The rules of construction contained in Section 102 of the Bankruptcy Code shall apply to the terms of the Plan. The headings in the Plan are for convenience of reference only and shall not limit or otherwise affect the provisions hereof.

**“Administrative Creditor”** shall mean a person entitled to payment of an Administrative Expense Claim.

**“Administrative Expense Claim”** shall mean any Claim constituting a cost or expense of administration of the Chapter 11 proceeding allowed under 11 U.S.C. Sec. 503(b) and 507(a)(1).

**“Allowed Claim”** shall mean any Claim, proof of which was properly filed on or before

the Bar Date set by the Bankruptcy Court, namely April 11, 2016 for all creditors except governmental units and June 13, 2016 for a governmental unit, or if no proof of claim has been so filed, any claim which has been or hereafter is listed by the Debtor in its Schedules (as they may be amended or supplemented from time to time in accordance with the Bankruptcy Rules) and is not listed as disputed, contingent or unliquidated and, in either case, a claim to which no objection to the allowance thereof has been interposed within the applicable period of limitation (if any) fixed by the Bankruptcy Court, or as to which any objection has been determined by a Final Order. Unless otherwise provided for in this Plan, "Allowed Claim" shall not include interest, costs, fees, expenses or other charges on the principal amount of such Claim from and after the Petition Date.

**"Allowed Secured Claim"** shall mean any Allowed Claim which is a Secured Claim and shall include in the amount thereof - unless otherwise stated in this Plan - all interest accrued on or after the Petition Date, fees, costs, and charges as may be allowed.

**"Bankruptcy Code" or "Code"** shall mean the provision of Title 11 of the United States Code, 11 U.S.C. Sections 1101 et seq., as amended from time to time.

**"Bankruptcy Court" or "Court"** shall mean the United States Bankruptcy Court for the District of Puerto Rico, having jurisdiction over this Chapter 11 proceeding, or such other court as may be exercising jurisdiction over this Chapter 11 proceeding.

**"Bankruptcy Rules" or "Rules"** shall mean the Federal Rules of Bankruptcy Procedure, as amended from time to time, as promulgated under 28 U.S.C. §2075, and any local rules of the Bankruptcy Court.

**"Bar Date"** shall mean the deadline of April 11, 2016 for all creditors to file their Proof of Claims, except for governmental units and June 13, 2016 for governmental units, after which any proof of claim filed will not have any effect on this Plan and will not entitle its holder to participate with other Claims in distributions under this Plan or to vote on the Plan.

**"Cash"** shall mean lawful currency of the United States of America (including wire transfers, cashier's checks drawn on a bank insured by the Federal Deposit Insurance Corporation, certified checks and money orders).

**"Claim"** shall mean any right to payment whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed,

legal, equitable, secured or unsecured; or any right to an equitable remedy for breach of performance if such breach gives rise to a right of payment, whether or not such right to an equitable remedy is reduced to judgment, fixed, contingent, matured, unmatured, disputed, undisputed, secured or unsecured.

**“Class”** shall mean a category of holders of Claims or Interests as those classes are designated in Article III of this Plan.

**“Collateral”** shall mean any property or interest in property of the Estate subject to a lien to secure the payment or performance of a Claim, which lien is not subject to avoidance under the Bankruptcy Code or otherwise invalid under the Bankruptcy Code or applicable law.

**“Confirmation Date”** shall mean the date the Confirmation Order in this Chapter 11 proceeding made in accordance with the provisions of 11 U.S.C. Section 1129 becomes a Final Order.

**“Confirmation Order”** shall mean the order of the Bankruptcy Court confirming the Plan pursuant to the provisions of the Bankruptcy Code.

**“Consummation Date”** shall mean the date by which all of the conditions precedent to consummation as set forth in this Plan, shall have been met or waived.

**“Cramdown”** shall mean the confirmation of the Plan under 11 U.S.C. §1129 (b).

**“Creditor”** shall mean any Person who has a Claim against the Debtor which arose on or before the Petition Date or a Claim of any kind specified in 11 U.S.C. Sections 502(g), 503(h) or 502(I).

**“Debtor”** shall mean “Vaca Brava Old San Juan, LLC.”

**“Disclosure Statement”** shall mean the First Amended Small Business Disclosure Statement (the “Disclosure Statement”) filed by the Debtor, simultaneously with this First Amended Plan, with the Bankruptcy Court in this Chapter 11 Proceeding pursuant to 11 U.S.C. Section 1125, including, without limitation, all exhibits and schedules thereto, as approved by the Bankruptcy Court and notified to all Creditors and parties in interest, in accordance with the provisions of the Bankruptcy Code and Rules.

**“Effective Date”** shall mean thirty (30) days after the Order entered by the Court confirming Debtor’s Plan of Reorganization, is final. This shall be the date in which all initial cash payments under the plan will commence, specifically administrative expenses



and Class 1 creditors and commence distribution under Class 2.

**“Estate”** shall mean the Property owned by the Debtor which comprises the Chapter 11 estate of the Debtor in the above-captioned Chapter 11 proceeding pursuant to Section 541 of the Bankruptcy Code.

**“Final Order”** shall mean an Order of the Bankruptcy Court (or other court of appropriate jurisdiction) which shall not have been reversed, stayed, modified or amended and the time to appeal from or to seek review or rehearing of such order shall have expired, and as to which no appeal or petition for review or rehearing or certiorari proceeding is pending, as a result of which such Order shall have become final in accordance with Rule 8002 of the Rules of Bankruptcy Procedure, as such Rule may be amended from time to time; provided, however, that the possibility that a motion under Rule 59 or Rule 60 of the Federal Rules of Civil Procedure, or any analogous rule under the Bankruptcy Rules, may be filed with respect to such order shall not cause such order not to be a Final Order.

**“IVU”** shall mean the sales and use tax, in Spanish, “Impuesto de Ventas y Uso”, implemented in the Puerto Rico Jurisdiction through the PR Internal Revenue Code.

**“Lien”** shall mean a mortgage, pledge, judgment lien, security interest, charging order, or other charge or encumbrance on Property as is effective under applicable law as of the Petition Date.

**“Liquidation Analysis”** shall mean the analysis of the assets and liabilities of the Debtor, in order to determine the Liquidation Value of the Debtor’s Property.

**“Liquidation Value”** shall mean the value which any item of the Debtor’s property could be expected to bring at liquidation.

**“Person”** shall mean any individual, corporation, partnership, association, joint stock company, trust, unincorporated organization, government or any political subdivision thereof, or other entity.

**“Petition Date”** shall mean December 10, 2015, the date on which the instant Chapter 11 proceeding was commenced by the Debtor’s filing of its Voluntary Petition.

**“Plan”** shall mean this First Amended Plan of Reorganization under Chapter 11 of the Bankruptcy Code, dated March 21, 2018, including, without limitation, all exhibits, supplements, appendices and schedules hereto and thereto, either in their present form or as the same may be altered, amended or modified from time to time.

**“Priority Claim”** shall mean any Allowed Claim, other than an Administrative Expense Claim or Priority Tax Claim, to the extent entitled to priority in payment under 11 U.S.C. Section 507(a).

**“Priority Creditor”** shall mean any Creditor which is the holder of a Priority Claim.

**“Priority Tax Claim”** shall mean any Allowed Claim of any Person who is entitled to a priority in payment under 11 U.S.C. Section 507(a)(8).

**“Priority Wage Claim”** shall mean any Allowed Claim of any Person who is entitled to a priority in payment under 11 U.S.C. Section 507(a)(4).

**“Property”** shall mean the property of the Estate which shall be administered by the Debtor.

**“Pro Rata”** shall mean in the same proportion that a Claim or Interest in a given Class bears to the aggregate amount of all Claims (including disputed Claim until allowed or disallowed) or the aggregate number of all Interests in such Class.

**“Schedules”** shall mean the schedules of assets and liabilities, the list of holders of interests and the statement of financial affairs filed by the Debtor under Section 521 of the Bankruptcy Code and Bankruptcy Rule 1007, as such schedules, lists and statements have been or may be supplemented or amended from time to time.

**“Secured Claim”** shall mean a Claim, the holder of which is vested with a perfected, non-voidable Lien on Property in which the Debtor has an interest, which Lien is valid, perfected, and enforceable under applicable law and not subject to avoidance under the Code or other applicable non-bankruptcy law, and is duly established in this case, to the extent of the value of such holder’s interest in the Debtor’s interest in such Property, as determined in accordance with 11 U.S.C. Section 506.

**“Secured Creditor”** shall mean a Creditor who has a Secured Claim.

**“Substantial Consummation”** of this Plan shall mean the commencement of any of the events provided for in 11 U.S.C. Sec. 1101.

**“Trustee”** shall mean the Debtor-in-Possession.

**“Voluntary Petition”** shall mean the voluntary petition for relief filed by each Debtor on the Petition Date.

## ARTICLE II: SUMMARY OF REORGANIZATION PLAN

This First Amended Plan of Reorganization under Chapter 11 of the Bankruptcy Code proposes to pay creditors of the small business Chapter 11 case of Vaca Brava Old San Juan LLC's (hereinafter "Debtor/Vaca Brava"). Debtor is a local corporation created under the laws of the Commonwealth of Puerto Rico. It is directed by its President, Mr. Juan Cintrón Berríos and his wife and shareholder, Mrs. Lisandra Hernández. Vaca Brava operates a restaurant business located in the vicinity of Old San Juan, which is a vivid and highly busy area visited by many tourists and locals alike. Vaca Brava operates with a work force of approximately 45 to 50 employees. After having informed the Court of an ongoing Audit being performed by the PR Treasury, the Confirmation of Debtor's First Plan, dated October 4, 2016, the PR Treasury Proof of Claims and Debtor's objections thereto were held in abeyance pending finalization of an Audit conducted by the PR Treasury over Debtor's business affairs. At this juncture, the Audit has been completed and the Debtor and PR Treasury have stipulated the rightfully owed amounts, which the PR Treasury has included in its Amended Claims filed on March 21, 2018.

In compliance with L.B.R. 3016-2, all amendments to the original Plan dated October 4, 2016 are underlined herein.

There are no secured claims in the present case. The Plan provides payments to Unsecured Convenience Class 1 for claims that are less than \$5,000, Unsecured Convenience Class 2 for claims that are over \$5,001. The equity security holder is classified in Class 3 and will not receive payments. The Plan also provides for payments to administrative claimants that will be paid on the effective date or as agreed upon by the parties.

Priority Tax Claims will be paid, in cash and in full, plus statutory interest, through monthly payments each year over a period not exceeding five (5) years from the filing of the petition, unless otherwise agreed.

The State Insurance Fund Corporation will be paid in cash and in full in accordance to the terms and conditions of the uncontested Stipulation in *Docket Entry 104*.

**ALL CREDITORS AND EQUITY SECURITY HOLDERS SHOULD REFER TO ARTICLES III THROUGH VI OF THIS PLAN FOR INFORMATION REGARDING THE PRECISE TREATMENT OF THEIR CLAIM. A DISCLOSURE STATEMENT THAT PROVIDES MORE DETAILED INFORMATION REGARDING THIS PLAN AND THE RIGHTS OF CREDITORS AND EQUITY SECURITY HOLDERS HAS BEEN CIRCULATED WITH THIS PLAN. YOUR RIGHTS MAY BE AFFECTED. YOU SHOULD READ THESE PAPERS CAREFULLY AND DISCUSS THEM WITH YOUR ATTORNEY, IF YOU HAVE ONE. (IF YOU DO NOT HAVE AN ATTORNEY, YOU MAY WISH TO CONSULT ONE.)**

### **ARTICLE III: CLASSIFICATION OF CLAIMS AND INTERESTS**

Pursuant to the provisions of 11 U.S.C. §§ 1122 and 1123, the Debtor proposes the classification and treatment of claims as stated herein.

**Administrative expenses** shall be paid in cash and in full as soon as practicable or agreed with the creditor on (a) the Effective Date of the plan or (b) the date any such claim becomes an allowed Administrative Claim.

**Class 1 - Unsecured convenience class pursuant to 11 U.S.C. §1122 for claims that are under or equal to \$5,000:** This class will receive a lump-sum distribution of \$5,000.00 on the effective date of the plan. Each claim holder under this class will receive pro-rata distributions, as per the allowed amounts. Based on the current allowed amounts, each claim holder in this class will receive approximately 8.37% of the allowed amount. Any change in the allowed amounts may change the actual distribution percentage, but it will be nevertheless the same to all of them.

**Class 2 - Unsecured convenience class pursuant to 11 U.S.C. §1122 for claims that are over \$5,001:** Debtors will pay \$500.00 monthly to the general unsecured creditors for a 5-year

period. Each claim holder under this class will receive pro-rata distributions, as per the allowed amounts. Based on the current allowed amounts, each claim holder in this class will receive approximately 10.18% of the allowed amount. Any change in the allowed amounts may change the actual distribution percentage, but it will be nevertheless the same to all of them.

**Class 3 - Equity Interest Holders:** Mr. Juan C. Cintrón and Mrs. Lisandra Hernández are the equity interest holders and will receive no distribution under the reorganization plan.

**Priority Tax Claims** shall be paid in cash and in full, plus statutory interest, through monthly payments each year over a period not exceeding five (5) years or 60 months from the Order for Relief, unless otherwise agreed by the Claimant.

**Priority claim for State Insurance Fund Corporation** shall be paid in cash and in full, through monthly payments each year over a period not exceeding five (5) years or 60 months from the Order for Relief.

**Priority claim for Department of Labor** shall be paid in cash and in full, for the amount of \$24.88, to be paid as a lump-sum on the Effective Date of the Plan.

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

**1. Administrative Expense Claims.** Each holder of an administrative expense claim allowed under 11 U.S.C. §503, will be paid in full on the effective date of this Plan, in cash, or upon such other terms as agreed upon by the holder of the claim and the Debtor.

**2. Priority Claims.** Priority tax claims are unsecured tax liabilities as described by 11 U.S.C. §507(a)(8). Pursuant to 11 U.S.C. §1129(a)(9)(C)(ii), except to the extent that the holder of such priority tax claim agrees otherwise, it must receive the present value of such claim, in regular installments paid over a period not exceeding 5 years from the Order for Relief.

Each holder of a Priority Tax Claim, except for the PR Department of Labor, will be paid consistent with 11 U.S.C. §1129(a)(9)(C), in monthly cash installments, equal to the allowed amount of its claim, plus annual interest of 3.25% over a period of five (5) years from the Order for Relief, unless otherwise agreed by the Claimant. Claims of the PR Department of Labor will be paid in cash, and in full, on the Effective Date of the Plan.

The following list describes the Debtor's 11 U.S.C. §507(a)(8) priority tax claims and their proposed treatment under the plan:

- a) ***Municipality of San Juan***: This priority claimant filed Claim #5 and will be paid the claimed amount of \$3,946.65 in monthly installments of \$132.90 within thirty-one (31) months.
- b) ***Puerto Rico Treasury Department***: This priority claimant filed Claim Number 14, which was objected by Debtor on October 4, 2016. As per the results of the Audit, Debtor and the PR Treasury Stipulated that the amount owed the PR Treasury is \$110,918.42. As per the terms of such Stipulation to be filed, Debtor will make monthly payments of \$1,848.64 in a period of sixty (60) months from the Effective Date.
- c) ***Puerto Rico Treasury Department***: This priority claimant filed Claim Number 13, which was objected by Debtor on October 4, 2016. As per the results of the Audit, Debtor and the PR Treasury Stipulated that Debtor owes \$462.00 for Claim Number 13, which Debtor will pay in cash and in full on the Effective Date of the Plan.
- d) ***Internal Revenue Service***: This priority claimant filed claim #10 and will be paid the claimed amount of \$43,833.01 in monthly installments of \$1,476.07 within thirty-one (31) months from the Effective Date.

i. *Priority Claimants: State Insurance Fund Corporation and Department of Labor*

### 3. **Priority Claimants: State Insurance Fund Corporation and Department of Labor**

- a) ***State Insurance Fund Corporation***: This priority claimant filed Claim #17 and will be paid the claimed amount of \$3,520.76 in monthly installments of \$118.56 within thirty-one (31) months.
- b) ***Department of Labor***: This priority claimant filed claim number 16. This claimant will be paid the recognized amount of \$25.00, to be paid on the Effective Date of the Plan.

**4. 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 by the effective date of this Plan will be paid on the effective date.

#### **ARTICLE V: TREATMENT OF CLAIMS AND INTERESTS UNDER THE PLAN**

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

##### **CLASS IMPAIRMENT TREATMENT**

**Class 1 - Unsecured convenience class pursuant to 11 U.S.C. §1122 for claims that are under or equal to \$5,000:** This class will receive a lump-sum distribution of \$5,000.00 on the Effective Date of the Plan. Each claim holder under this class will receive pro-rata distributions, as per the allowed amounts. Based on the current allowed amounts, each claim holder in this class will receive approximately 8.37% of the allowed amount. Any change in the allowed amounts may change the actual distribution percentage, but it will be nevertheless the same to all of them.

**Class 2 - Unsecured convenience class pursuant to 11 U.S.C. §1122 for claims that are over \$5,001:** Debtors will pay \$500.00 monthly to the general unsecured creditors for a 5-year period. Each claim holder under this class will receive pro-rata distributions, as per the allowed amounts. Based on the current allowed amounts, each claim holder in this class will receive approximately 10.18% of the allowed amount. Any change in the allowed amounts may change the actual distribution percentage, but it will be nevertheless the same to all of them.

**Class 3 Equity Interest Holders:** Mr. Juan C. Cintrón and Mrs. Lisandra Hernández are the equity interest holders and will receive no distribution under the reorganization plan.

**Priority Tax Claims** shall be paid in cash and in full, plus 3.25% in annual interest, through monthly payments each year over a period of five (5) years from the Petition Date, unless otherwise

agreed by the Claimant, except for the PR Department of Labor claims, which will be paid in cash and in full on the Effective Date of the Plan.

**UNIMPAIRED CLASSES**

There are no Unimpaired Classes in this Reorganization Plan.

*The following chart identifies the Plan’s proposed treatment of the Administrative Expenses, Class 1 Unsecured convenience claims under or equal to \$5,000, and Class 2 Unsecured convenience claims over \$5,001:*

<u>Class</u>	<u>Impairment</u>	<u>Treatment</u>
<b>ADMINISTRATIVE EXPENSE CLAIMS</b>	No	To be paid in full on the Effective Date of the Plan, or according to a separate agreement, or according to court order if such fees have not been approved by the Court on the Effective Date of the Plan.
Other Administrative Expenses	No	If any arises, to be paid in full on the Effective Date of the Plan or according to separate written agreement.
Office of the U.S. Trustee Fees.	No	Debtor proffers payments are current. If any outstanding amount is due it will be paid in full on the Effective Date of the Plan.
<b>Class 1 Unsecured Convenience Class for claims under or equal to \$5,000.00</b>	Yes	This class will receive a lump-sum distribution of \$5,000.00 on the effective date of the plan. Each claim holder under this class will receive pro-rata distributions, as per the allowed amounts. Based on the current allowed amounts, each claim holder in this class will receive approximately 8.37% of the allowed amount. Any change in the allowed amounts may change the actual distribution percentage, but it will be nevertheless the same to all of them.
<b>Class 2 Unsecured Convenience Class for claims over \$5,001.00</b>	Yes	Debtor will pay \$500.00 monthly to the general unsecured creditors for a 5-year period. Each claim holder under this class will receive pro-rata distributions, as per the allowed amounts. Based on the current allowed amounts, each claim holder in this class will receive approximately <u>10.18%</u> of the allowed amount. Any change in the



		allowed amounts may change the actual distribution percentage, but it will be nevertheless the same to all of them.
<b>Class 3 Equity Interest Holders</b>		This class will receive no distribution or payments in this plan.

**ARTICLE VI: ALLOWANCE AND DISSALLOWANCE OF CLAIMS**

**Disputed Claim.**

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

**Delay of Distribution on a Disputed Claim.**

No distribution will be made for a disputed claim unless such claim is allowed by a final non-appealable order.

**Settlement of Disputed Claims.**

The Debtor will have the power and authority to settle and compromise a disputed claim with court approval and compliance with Rule 9010 of the Federal Rules of Bankruptcy Procedure.

**ARTICLE VII: PROVISIONS FOR EXECUTORY CONTRACTS AND UNEXPIRED LEASES**

**Assumed Executory Contracts and Unexpired Leases.**

Debtor will assume or reject unexpired leases and executory contracts, which have not been expressly rejected or assumed in this Reorganization Plan in accordance and subject to their terms and conditions. Debtor has a new lease with First Bank for the rental of a commercial lot which will result in the benefit of the estate and all parties-in-interest. Debtor's new lease with First Bank is assumed under this Plan.

## ARTICLE VIII: MEANS FOR IMPLEMENTATION OF THE PLAN

The Plan will be implemented as required under 11 U.S.C. §1123(a)(5) of the Code with the continued operation of the business endeavors and with a Capital Contribution from Debtor's Equity Interest Holders of \$55,000.00.

## ARTICLE IX: GENERAL PROVISIONS

### Definitions and Rules of Construction.

The definitions and rules of construction in Sections 101 and 102 of the Bankruptcy Code shall apply when terms defined or construed in the Bankruptcy Code are used in this Plan.

### Effective Date of Plan.

The effective date of this Plan is thirty (30) days after the entry of the order confirming the Plan. If, however, a stay of the confirmation order is in effect on that date, the Effective Date will be the first business day after the date on which the stay of the confirmation order expires or is otherwise terminated.

### Severability.

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

### Binding Effect.

The rights and obligations of any entity named or referred to in this Plan will bind upon and will inure to the benefit of the successors or assigns of such entity.

### Captions.

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

### Controlling Effect.

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

**ARTICLE X: DISCHARGE OF DEBTOR**

**Discharge.**

The order under 1141(d) of the Bankruptcy Code, except as otherwise provided for in this Plan or in the Order of Confirmation, the rights granted by the Plan and the payments and distributions to be made shall be in complete exchange for, and in full satisfaction, discharge and release of, all existing debts and claims of any kind, nature or description whatsoever against the Debtor. On the Consummation Date, all existing claims shall be deemed to be exchanged, satisfied, discharged and released in full; and all holders of claims shall be precluded from asserting any other or future claim based upon any act or omission, transaction or other activity of any kind or nature that occurred prior to the Consummation Date, whether or not such holder filed a proof of claim.

The order of confirmation of this Plan shall constitute an injunction against pursuing any claim or interest, whether or not a proof of claim or proof of interest based on any such debt, liability, or interest is filed or deemed filed, under 11 U.S.C. 501; whether or not such claim is allowed under 11 U.S.C. 502 or whether the holder of such claim has accepted this Plan in the manner set forth herein. The US Bankruptcy Court will retain jurisdiction for implementing the plan and consummation and the post-confirmation injunction under section 524 of the Bankruptcy Code.

**ARTICLE XI: OTHER PROVISIONS**

There are no additional provisions.

/s/ Juan C. Cintrón

**Juan C. Cintrón**

**Signing as President of Vaca Brava Old San Juan, LLC.**

**March 21, 2018**

/s/ Javier Vilariño

**JAVIER VILARIÑO**

**USDC NUM. 223503**

**E-mail: [jvilarino@vilarinolaw.com](mailto:jvilarino@vilarinolaw.com)**

/s/ Ignacio Labarca

IGNACIO LABARCA  
USDC NUM. 303307  
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**VILARIÑO & ASSOCIATES, LLC**  
PO BOX 9022515  
San Juan, PR 00902-2515  
Tel. (787) 565-9894

**VACA BRAVA OLD SAN JUAN, LLC.**

Case No. 15-09787 (MCF)

**LIQUIDATION ANALYSIS**

<b>Estate Property Description</b>	<b>Fee Simple Market or Scheduled Value</b>	<b>Estimated Liquidation Factor</b>	<b>Fee Simple Liq. or Realizable Value</b>	<b>Mortgage, Secured Tax &amp; Liens</b>	<b>Liquidation Value</b>
<b>Personal Properties:</b>					
Cash on hand and checking accounts	\$ 600	100%	\$ 600	-	\$ 600
Inventories	6,000	50%	3,000	-	3,000
Funitures, Fixtures and Equipment	18,000	50%	9,000	-	9,000
<b>Total for Personal Properties</b>	<b>\$ 24,600</b>		<b>\$ 12,600</b>	<b>\$ -</b>	<b>\$ 12,600</b>
<b>Summary of Liquidation Analysis</b>					
	Estimated Liquidation Value				\$ 12,600
Less:	Administrative Expenses Chapter 11				(88,237)
Less:	Administrative Expenses Chapter 7 (Stamps, Notarial, Realtor & Trustee Fees)				(2,268)
Less:	Priority Taxes				(162,706)
	<b>Net Assets for Unsecured Claims</b>				<b>\$ -</b>
	Estimated Dividend for Unsecured in a Chapter 7 Scenario				
				<b>Claimed Amount</b>	
	General Unsecured \$5,000 or less - Class 1			59,735	
	General Unsecured over \$5,001 - Class 2			659,394	
	Total General Unsecured Classes				<b>\$ 719,130</b>
	<b>Estimated Dividend for Unsecured Claims in Chapter 7</b>				<b>0%</b>
	<b>Cash Dividend through Plan of Reorganization</b>				<b>\$ 35,000.00</b>
	<b>Based on the cash dividend proposed, the estimated % to unsecured creditor Class 1 as per the amount allowed by plan is</b>				<b>8.37%</b>
	<b>Based on the cash dividend proposed, the estimated % to unsecured creditor Class 2 as per the amount allowed by plan is</b>				<b>10.18%</b>

VACA BRAVA OLD SAN JUAN, LLC.

Case No. 15-09787 (MCF)

PAYMENTS UNDER THE PLAN OF REORGANIZATION

Dated: March 21, 2018

Last POC: 19

CREDITOR	CLAIM NUMBER	CLAIM CLASS	PLAN CLASS	CLAIM AMOUNT	EXPECTED ALLOWED AMOUNT	ALLOWED PLAN	Pro-Rata %	Monthly Payment	Year 1	Year 2	Year 3	Year 4	Year 5
<b>General Unsecured claims \$5,000 or less</b>													
97.7FM Nueva Vida	Scheduled	U	1	4,500	4,500	4,500	7.53%	-	376.66	-	-	-	-
Autoridad de Acueductos y Alcantarillados	1	U	1	314	314	314	0.53%	-	26.30	-	-	-	-
Autoridad de Acueductos y Alcantarillados	2	U	1	1,132	1,132	1,132	1.90%	-	94.76	-	-	-	-
Ballester Hermanos	3	U	1	1,244	1,244	1,244	2.08%	-	104.09	-	-	-	-
Bfernandez & Hnos, Inc.	Scheduled	U	1	407	407	407	0.68%	-	34.07	-	-	-	-
CA Technical Service	Scheduled	U	1	571	571	571	0.96%	-	47.79	-	-	-	-
Caribbean Advertising	Scheduled	U	1	856	856	856	1.43%	-	71.69	-	-	-	-
CBS Outdoor	Scheduled	U	1	4,500	4,500	4,500	7.53%	-	376.66	-	-	-	-
Coca Cola	11	U	1	1,410	1,410	1,410	2.36%	-	118.06	-	-	-	-
CRIM	9	U	1	-	-	-	0.00%	-	-	-	-	-	-
Destileria Serralles, Inc.	Scheduled	U	1	1,079	1,079	1,079	1.81%	-	90.30	-	-	-	-
Dock Side Sea Food	Scheduled	U	1	1,314	1,314	1,314	2.20%	-	109.94	-	-	-	-
Frigorifico Vallejo, Inc.	Scheduled	U	1	3,792	3,792	3,792	6.35%	-	317.39	-	-	-	-
George Sierra Diaz	Scheduled	U	1	2,185	2,185	2,185	3.66%	-	182.85	-	-	-	-
Gesco Alarm System	Scheduled	U	1	167	167	167	0.28%	-	14.00	-	-	-	-
GFR Media LLC	7	U	1	653	653	653	1.09%	-	54.63	-	-	-	-
JA Air Conditioner & Roofing Joel Aviles	Scheduled	U	1	4,630	4,630	4,630	7.75%	-	387.54	-	-	-	-
Jose Santiago, Inc	Scheduled	U	1	2,656	2,656	2,656	4.45%	-	222.31	-	-	-	-
King Davis Dust Control	Scheduled	U	1	170	170	170	0.28%	-	14.23	-	-	-	-
Luis Sierra Diaz	Scheduled	U	1	1,508	1,508	1,508	2.52%	-	126.21	-	-	-	-
Medalla Distributors	12	U	1	2,011	2,011	2,011	3.37%	-	168.29	-	-	-	-
Multi Media Naranja	Scheduled	U	1	749	749	749	1.25%	-	62.71	-	-	-	-
Municipio de San Juan	5	U	1	796	796	796	1.33%	-	66.64	-	-	-	-
Pan American Grain	8	U	1	2,298	2,298	2,298	3.85%	-	192.32	-	-	-	-
Plaza Cellars	Scheduled	U	1	359	359	359	0.60%	-	30.08	-	-	-	-
Plaza Provision Company	Scheduled	U	1	400	400	400	0.67%	-	33.48	-	-	-	-
PR Department of Labor - Disability Insurance	16	U	1	1	1	1	0.00%	-	0.09	-	-	-	-
Regio Garcia	Scheduled	U	1	1,995	1,995	1,995	3.34%	-	166.98	-	-	-	-
Rosa Virginia Fournier	Scheduled	U	1	5,000	5,000	5,000	8.37%	-	418.51	-	-	-	-
San Juan Gas	Scheduled	U	1	2,737	2,737	2,737	4.58%	-	229.11	-	-	-	-
State Insurance Fund	17	U	1	1,396	1,396	1,396	2.34%	-	116.83	-	-	-	-
Swisher Hygene	Scheduled	U	1	494	494	494	0.83%	-	41.34	-	-	-	-
Systronic	Scheduled	U	1	153	153	153	0.26%	-	12.80	-	-	-	-
Universal Dispenser	Scheduled	U	1	2,298	2,298	2,298	3.85%	-	192.35	-	-	-	-
V. Suarez & Co	Scheduled	U	1	1,305	1,305	1,305	2.18%	-	109.24	-	-	-	-
Vicente Garcia, CPA & Co	Scheduled	U	1	947	947	947	1.59%	-	79.27	-	-	-	-
Vitro Caribe, Inc.	Scheduled	U	1	281	281	281	0.47%	-	23.50	-	-	-	-
Yellow Media Group	Scheduled	U	1	3,429	3,429	3,429	5.74%	-	286.98	-	-	-	-
<b>Total for Class 1</b>				<b>59,735</b>	<b>59,735</b>	<b>59,735</b>	<b>100.00%</b>	<b>-</b>	<b>5,000.00</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>

VACA BRAVA OLD SAN JUAN, LLC.

Case No. 15-09787 (MCF)

PAYMENTS UNDER THE PLAN OF REORGANIZATION

Dated: March 21, 2018

Last POC: 19

CREDITOR	CLAIM NUMBER	CLAIM CLASS	PLAN CLASS	CLAIM AMOUNT	EXPECTED ALLOWED AMOUNT	ALLOWED PLAN	Pro-Rata %	Monthly Payment	Year 1	Year 2	Year 3	Year 4	Year 5
<b>General Unsecured claims over \$5,001</b>													
Asociacion Productores Farinaceos	Scheduled	U	2	5,991	5,991	5,991	2.03%	10.16	121.95	121.95	121.95	121.95	121.95
Autoridad de Energia Electrica	6	U	2	42,857	42,857	42,857	14.54%	72.70	872.34	872.34	872.34	872.34	872.34
Job for You	15	U	2	20,638	20,638	20,638	7.00%	35.01	420.09	420.09	420.09	420.09	420.09
Packers Food Service	4	U	2	35,292	35,292	35,292	11.97%	59.86	718.36	718.36	718.36	718.36	718.36
PR Department of Treasury - IVU	14	U	2	106,273	106,273	106,273	36.05%	180.26	2,163.17	2,163.17	2,163.17	2,163.17	2,163.17
PR Department of Treasury - Taxes	13	U	2	377,650	13,025	13,025	4.42%	22.09	265.12	265.12	265.12	265.12	265.12
Quirch Foods	Scheduled	U	2	10,364	10,364	10,364	3.52%	17.58	210.96	210.96	210.96	210.96	210.96
US Bank	Scheduled	U	2	31,430	31,430	31,430	10.66%	53.31	639.75	639.75	639.75	639.75	639.75
Yellowstone Capital	Scheduled	U	2	28,900	28,900	28,900	9.80%	49.02	588.26	588.26	588.26	588.26	588.26
<b>Total for Class 2</b>				<b>659,394</b>	<b>294,770</b>	<b>294,770</b>	<b>100.00%</b>	<b>500.00</b>	<b>6,000.00</b>	<b>6,000.00</b>	<b>6,000.00</b>	<b>6,000.00</b>	<b>6,000.00</b>
<b>Equity Security Holders</b>													
Juan Cintron Berrios	Estimated	U	3	-	-	-	-	-	-	-	-	-	-
Lisandra Hernandez	Estimated	U	3	-	-	-	-	-	-	-	-	-	-
<b>Total for Class 3</b>				<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>TOTAL FOR PLAN CLASSES 1 TO 3</b>				<b>\$ 719,130</b>	<b>\$ 354,505</b>	<b>\$ 354,505</b>		<b>\$ 500.00</b>	<b>\$ 11,000</b>	<b>\$ 6,000</b>	<b>\$ 6,000</b>	<b>\$ 6,000</b>	<b>\$ 6,000</b>
<b>Administrative Expenses</b>													
J. Vilarino, Esq.	Estimated	Adm.	Adm.	30,000	30,000	30,000		-	30,000	-	-	-	-
A. Tamarez, CPA	Estimated	Adm.	Adm.	12,000	12,000	12,000		-	12,000	-	-	-	-
Internal Revenue Services	19	Adm.	Adm.	41,362	30,000	30,000		-	30,000	-	-	-	-
US Quarterly Fees	Estimated	Adm.	Adm.	4,875	4,875	4,875		-	4,875	-	-	-	-
<b>Total</b>				<b>88,237</b>	<b>76,875</b>	<b>76,875</b>		<b>-</b>	<b>76,875</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Unsecured Priority Claim</b>													
Internal Revenue Services	10	Taxes	P	43,833	43,833	43,833		1,476.07	17,713	17,713	10,332	-	-
Municipio de San Juan - IVU	5	Taxes	P	3,947	3,947	3,947		132.90	1,595	1,595	930	-	-
PR Department of Labor - Disability Insurance	16	Taxes	P	25	25	25		-	25	-	-	-	-
PR Department of Treasury - IVU	14	Taxes	P	110,918	110,918	110,918		1,848.64	22,184	22,184	22,184	22,184	22,184
PR Department of Treasury - Taxes	13	Taxes	P	1,989,190	462	462		-	462	-	-	-	-
State Insurance Fund	17	Taxes	P	3,521	3,521	3,521		118.56	1,423	1,423	830	-	-
<b>Total Unsecured Priority</b>				<b>2,151,434</b>	<b>162,706</b>	<b>162,706</b>		<b>3,576.17</b>	<b>43,401</b>	<b>42,914</b>	<b>34,276</b>	<b>22,184</b>	<b>22,184</b>
<b>OVERALL TOTAL</b>				<b>\$ 2,958,800</b>	<b>\$ 594,086</b>	<b>\$ 594,086</b>		<b>\$ 4,076.17</b>	<b>131,276</b>	<b>48,914</b>	<b>40,276</b>	<b>28,184</b>	<b>28,184</b>

**VACA BRAVA OLD SAN JUAN, LLC.**  
**Case No. 15-09787 (MCF)**  
**PROJECTED CASH INFLOWS AND OUTFLOWS FOR**  
**YEARS FROM 1 TO 5 OF THE PLAN**

<b>Cash Inflows:</b>	<b>Monthly</b>	<b>YEAR 1</b>	<b>YEAR 2</b>	<b>YEAR 3</b>	<b>YEAR 4</b>	<b>YEAR 5</b>
Restaruant and Bar Sales	\$ 155,319	\$ 1,863,826	\$ 1,901,489	\$ 1,949,225	\$ 2,007,702	\$ 2,019,276
<b>Total Cash Inflows</b>						
<b>Operating Outflows:</b>						
Cost of Revenue	55,915	670,977	703,551	740,706	762,927	787,518
Parking	150	1,800	1,800	1,800	1,800	1,800
Advertising	3,013	36,150	36,873	37,610	38,363	39,130
Rent	8,500	102,000	102,000	102,000	102,000	102,000
Professional Services	625	7,500	7,650	7,803	7,959	8,118
Payroll	49,162	589,938	600,940	605,513	633,561	638,413
Payroll expenses	10,816	129,786	132,207	133,213	139,383	140,451
Utilities - AEE	4,000	48,000	48,960	49,939	50,938	51,957
Depreciation expense	2,751	33,016	33,016	33,016	33,016	33,016
CRIM - Pesonal Property	208	2,500	2,550	2,601	2,653	2,706
Automobil	905	10,860	10,860	10,860	10,860	1,810
Gasoline expense	800	9,600	9,792	9,988	10,188	10,391
Representation expenses	167	2,000	2,040	2,081	2,122	2,165
Commissiona ATM & Cards	2,777	33,330	34,003	34,857	35,902	36,980
Office expenses and materials	708	8,500	8,670	8,843	9,020	9,201
General Insurance	1,708	20,500	20,910	21,328	21,755	22,190
Utillities - AAA	1,292	15,500	15,810	16,126	16,449	16,778
Bank Charges	250	3,000	3,060	3,121	3,184	3,247
Licenses and Permits	1,375	16,500	16,830	17,167	17,510	17,860
Employees expense - uniforms	133	1,600	1,632	1,665	1,698	1,732
Repair and maintenance	292	3,500	10,500	10,710	10,924	11,143
Internet and telephone	250	3,000	3,060	3,121	3,184	3,247
Music and customer entertainment	1,300	15,600	15,912	16,230	16,555	16,886
Workmen Insurance	1,083	13,000	13,260	13,525	13,796	14,072
Other	560	6,720	6,854	6,891	7,131	7,274
<b>Total Operating Outflows:</b>	<u>148,740</u>	<u>1,784,877</u>	<u>1,842,740</u>	<u>1,890,715</u>	<u>1,952,877</u>	<u>1,980,083</u>
<b>Net Cash from Operations</b>	<b>\$ 6,579</b>	<b>\$ 78,948</b>	<b>\$ 58,749</b>	<b>\$ 58,511</b>	<b>\$ 54,825</b>	<b>\$ 39,193</b>
<b>Member's Capital Contribution</b>		<u>55,000</u>				
<b>Cash Available for Plan</b>	<b>\$ 6,579</b>	<b>\$ 133,948</b>	<b>\$ 58,749</b>	<b>\$ 58,511</b>	<b>\$ 54,825</b>	<b>\$ 39,193</b>
<b>PLAN PAYMENTS</b>						
Class 1	-	5,000	-	-	-	-
Class 2	500.00	6,000	6,000	6,000	6,000	6,000
Class 3	-	-	-	-	-	-
Admistrative Expenses	-	76,875	-	-	-	-
Unsecured Priority Taxes	3,576.17	43,401	42,914	34,276	22,184	22,184
<b>Total Plan Payments</b>	<u>4,076.17</u>	<u>131,276</u>	<u>48,914</u>	<u>40,276</u>	<u>28,184</u>	<u>28,184</u>
<b>Cash available after plan payments</b>	<b>\$ 2,503</b>	<b>\$ 2,672</b>	<b>\$ 9,835</b>	<b>\$ 18,234</b>	<b>\$ 26,641</b>	<b>\$ 11,009</b>



UNITED STATES BANKRUPTCY COURT  
DISTRICT OF PUERTO RICO DIVISION

IN RE:

CASE NUMBER

Vaca Brava Old San Juan, LLC.

15-9787

JUDGE: MCF

DEBTOR.

CHAPTER 11

DEBTOR'S STANDARD MONTHLY OPERATING REPORT (BUSINESS)

FOR THE PERIOD  
FROM 1/01/2018 TO 1/31/2018

Comes now the above-named debtor and files its Monthly Operating Reports in accordance with the Guidelines established by the United States Trustee and FRBP 2015.

Dated: March 19, 2018

S/ Javier Vilariño  
Attorney for Debtor's Signature

Debtor's Address  
and Phone Number:

HC--2  
BOX 6878  
Barranquitas  
Puerto Rico 00794-9712

Attorney's Address  
and Phone Number:

Vilariño & Associates LLC  
PO Box 9022515  
San Juan PR 00902-2515

Note: The original Monthly Operating Report is to be filed with the court and a copy simultaneously provided to the United States Trustee Office. Monthly Operating Reports must be filed by the 20<sup>th</sup> day of the following month.

For assistance in preparing the Monthly Operating Report, refer to the following resources on the United States Trustee Program Website, [http://www.usdoj.gov/ust/r21/reg\\_info.htm](http://www.usdoj.gov/ust/r21/reg_info.htm)

- 1) Instructions for Preparations of Debtor's Chapter 11 Monthly Operating Report
- 2) Initial Filing Requirements
- 3) Frequently Asked Questions (FAQs) <http://www.usdoj.gov/ust/>

**FOR THE PERIOD BEGINNING 01/01/2018 AND ENDING 01/31/2018**

Name of Debtor: Vaca Brava Old San Juan, LLC.

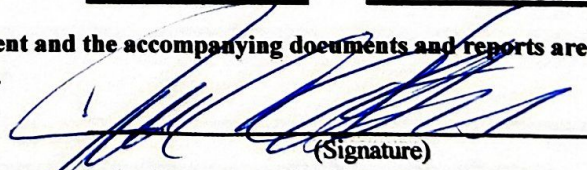
Case Number 15-9787

Date of Petition: January 31, 2018

	CURRENT MONTH	CUMULATIVE PETITION TO DATE
<b>1. FUNDS AT BEGINNING OF PERIOD</b>	\$ 2,072.25 (a)	\$ - (b)
<b>2. RECEIPTS:</b>		
A. Cash Sales	162,907.67	3,893,719.92
Minus: Cash Refunds/Transfers	-	-
Net Cash Sales	-	-
B. Accounts Receivable	-	-
C. Other Receipts (See MOR-3) (If you receive rental income, you must attach a rent roll.)	4,152.15	104,913.80
<b>3. TOTAL RECEIPTS (Lines 2A+2B+2C)</b>	167,059.82	3,998,633.72
<b>4. TOTAL FUNDS AVAILABLE FOR OPERATIONS (Line 1 + Line 3)</b>	169,132.07	3,998,633.72
<b>5. DISBURSEMENTS</b>		
A. Advertising	3,358.83	51,499.25
B. Bank Charges	3,958.27	62,393.45
C. Contract Labor	-	-
D. Fixed Asset Payments (not incl. in "N")	-	-
E. Insurance	7,104.73	48,659.61
F. Inventory Payments (See Attach. 2)	75,737.62	1,488,493.87
G. Leases	-	-
H. Manufacturing Supplies	-	-
I. Office Supplies	616.13	18,853.69
J. Payroll - Net (See Attachment 4B)	37,790.48	1,091,734.83
K. Professional Fees (Accounting & Legal)	205.00	99,650.66
L. Rent	29,467.32	206,105.71
M. Repairs & Maintenance	5,842.59	91,304.45
N. Secured Creditor Payments (See Attach. 2)	-	-
O. Taxes Paid - Payroll (See Attachment 4C)	5,825.24	161,065.88
P. Taxes Paid - Sales & Use (See Attachment 4C)	22.78	112,895.37
Q. Taxes Paid - Other (See Attachment 4C)	4,236.25	30,029.02
R. Telephone	763.38	11,003.02
S. Travel & Entertainment	-	-
Y. U.S. Trustee Quarterly Fees	4,875.00	42,577.67
U. Utilities	-	182,430.75
V. Vehicle Expenses	773.59	27,827.76
W. Other Operating Expenses (See MOR-3)	7,362.22	290,916.09
<b>6. TOTAL DISBURSEMENTS (Sum of 5A thru W)</b>	187,939.43	4,017,441.08
<b>7. ENDING BALANCE (Line 4 Minus Line 6)</b>	\$ (18,807.36)	\$ (18,807.36)

I declare under penalty of perjury that this statement and the accompanying documents and reports are true and correct to the best of my knowledge and belief.

This 16 day of March, 2018.



(Signature)

- (a) This number is carried forward from last month's report. For the first report only, this number will be the balance as of the petition date.
- (b) This figure will not change from month to month. It is always the amount of funds on hand as of the date of the petition.
- (c) These two amounts will always be the same if form is completed correctly.

**MONTHLY SCHEDULE OF RECEIPTS AND DISBURSEMENTS (cont'd)**

**Detail of Other Receipts and Other Disbursements**

**OTHER RECEIPTS:**

Describe Each Item of Other Receipt and List Amount of Receipt. Write totals on Page MOR-2, Line 2C.

<u>Description</u>	<u>Current Month</u>	<u>Cumulative Petition to Date</u>
Cash over (short), comps, other	\$ -	\$ 115.19
Sales discount	152.15	(393.71)
Flavor of San Juan	4,000.00	9,832.00
Dept. Hacienda Return of Levy	-	3,101.72
Employee loan	-	85.00
Auspicios	-	8,874.00
Insurance reimbursement	-	344.00
Reimbursement from new landlord	-	34,357.44
Transfer from taxes account	-	1,000.00
Members' contribution	-	30,591.33
AEE Adjustment	-	8,413.74
First Bank Reimbursement	-	8,593.09
<b>TOTAL OTHER RECEIPTS</b>	<b>\$ 4,152.15</b>	<b>\$ 104,913.80</b>

**“Other Receipts” includes Loans from Insiders and other sources (i.e. Officer/Owner, related parties directors, related corporations, etc.). Please describe below:**

<u>Loan Amount</u>	<u>Source of Funds</u>	<u>Purpose</u>	<u>Repayment Schedule</u>
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**OTHER DISBURSEMENTS:**

\$ -

Describe Each Item of Other Disbursement and List Amount of Disbursement. Write totals on Page MOR-2, Line 5W.

<u>Description</u>	<u>Current Month</u>	<u>Cumulative Petition to Date</u>
Client expenses - Gifts	-	\$ 4,066.98
Postage	54.34	793.01
Pest control	488.00	6,957.71
Other expenses	535.80	58,852.83
Computer expenses	1,001.69	7,172.39
Music	1,150.00	26,495.00
License expense	-	6,212.00
Medical insurance	672.89	13,059.21
Relocation and improvements	-	93,450.76
Gas	3,459.50	73,856.20
<b>TOTAL OTHER DISBURSEMENTS</b>	<b>\$ 7,362.22</b>	<b>\$ 290,916.09</b>

**NOTE: Attach a current Balance Sheet and Income (Profit & Loss) Statement.**

**ATTACHMENT 1**

**MONTHLY ACCOUNTS RECEIVABLE RECONCILIATION AND AGING**

Name of Debtor: Vaca Brava Old San Juan, LLC. Case Number: 15-9787

Reporting Period beginning: 01/01/2018 Period ending 01/31/2018

ACCOUNTS RECEIVABLE AT PETITION DATE: December 10, 2015

**ACCOUNTS RECEIVABLE RECONCILIATION**

(Include all accounts receivable, pre-petition and post-petition, including charge card sales which have not been received):

Beginning of Month Balance	\$ - ( a )
PLUS: Current Month New Billings	<u>\$ 162,907.67</u>
MINUS: Collection During the Month	<u>\$ (162,907.67) ( b )</u>
PLUS/MINUS: Adjustments or Write offs	<u>\$ - *</u>
End of Month Balance	<u>\$ - ( c )</u>

\*For any adjustments or Write-offs provide explanation and supporting documentation, if applicable:

**POST PETITION ACCOUNTS RECEIVABLE AGING**

(Show the total for each aging category for all accounts receivable)

<u>0-30 Days</u>	<u>31-60 Days</u>	<u>61-90 Days</u>	<u>Over 90Days</u>	<u>Total</u>
<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ - ( c )</u>

For any receivables in the "Over 90 Days" category, please provide the following:

<u>Customer</u>	<u>Receivable Date</u>	<u>Status</u> (Collection efforts taken, estimate of collectability, write-off, disputed account, etc.)
		None
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

(a) This number is carried forward from last month's report. For the first report only, this number will be the balance as of the petition date.

(b) This must equal the number reported in the "Current Month" column of Schedule of Receipts and Disbursements (Page MOR-2, Line 2B).

(c) These two amounts must equal.

ATTACHMENT 2

MONTHLY ACCOUNTS PAYABLE AND SECURED PAYMENTS REPORT

Name of Debtor: Vaca Brava Old San Juan, LLC. Case Number: 15-9787

Reporting Period beginning: 01/01/2018 Period ending 01/31/2018

In the space below list all invoices or bills incurred and not paid since the filing of the petition. Do not include amounts owed prior to filing the petition. In the alternative, a computer generated list of payables may be attached provided all information requested below is included.

POST-PETITION ACCOUNTS PAYABLE

Date Incurred	Days Outstanding	Vendor	Description	Amount
12/11/15	(42,349)	COCA COLA	4290970	446.68
12/11/15	(42,349)	MEDALLA DISTRIBUTORS	4290986	59.88
12/12/15	(42,350)	AEE	cant. a plan de pago	17,314.47
12/4/16	(42,708)	AAA	001058217237	1,277.69
12/7/16	(42,711)	AAA	203590632256	909.14
1/5/17	(42,740)	AAA	203020637184	2,536.85
1/9/17	(42,744)	AAA	203610598627	1,856.54
2/1/17	(42,767)	FIRST BANK	02012017	368.28
2/1/17	(42,767)	FIRST BANK	01012017	1,389.42
2/1/17	(42,767)	Joel Aviles	1140 (1/10/17)	9,450.00
2/1/17	(42,767)	JOE AND VIC	JV-51918 (1/19/17)	26,402.69
2/1/17	(42,767)	TRANSPORTE PARA TODO	Estado al 1-feb-17	11,062.80
2/1/17	(42,767)	Vilarño y Asociados , LLC.	95 JAN-12-2017	27,595.50
2/3/17	(42,769)	JOE AND VIC	JV-52028	2,174.25
2/16/17	(42,782)	JOE AND VIC	JV-52173	320.24
2/27/17	(42,793)	JOE AND VIC	JV-52230	225.23
4/7/17	(42,832)	VICENTE GARCIA C.P.A. COMPANY., P. S	2017-1292	330.80
4/10/17	(42,835)	JOE AND VIC	JV-52611	49.06
5/1/17	(42,856)	VICENTE GARCIA C.P.A. COMPANY., P. S	VBOS-058	676.00
5/3/17	(42,858)	VICENTE GARCIA C.P.A. COMPANY., P. S	2017-1426	598.00
6/1/17	(42,887)	VICENTE GARCIA C.P.A. COMPANY., P. S	VBOS-059	676.00
7/1/17	(42,917)	VICENTE GARCIA C.P.A. COMPANY., P. S	VBOS-060	676.00
8/1/17	(42,948)	VICENTE GARCIA C.P.A. COMPANY., P. S	VBOS-061	676.00
9/1/17	(42,979)	AEE	1-sep-17	1,772.82
9/1/17	(42,979)	VICENTE GARCIA C.P.A. COMPANY., P. S	VBOS-062	676.00
9/12/17	(42,990)	FINCA LOS PILONES, INC.	803692	142.20
10/1/17	(43,009)	AEE	parte del	1,402.29
10/1/17	(43,009)	VICENTE GARCIA C.P.A. COMPANY., P. S	VBOS-063	676.00
10/2/17	(43,010)	ECOLAB	845775 RI	220.00
10/17/17	(43,025)	ECOLAB	847426 RI	219.74
11/1/17	(43,040)	ECOLAB	849704 RI	220.00
11/1/17	(43,040)	VICENTE GARCIA C.P.A. COMPANY., P. S	VBOS-064	676.00
TOTAL AMOUNT				\$ 113,076.57

Check here if pre-petition debts have been paid. Attach an explanation and copies of supporting documentation.

ACCOUNTS PAYABLE RECONCILIATION (Post Petition Unsecured Debt Only)

Opening Balance	\$ -	(a)
PLUS: New Indebtedness Incurred This Month	-	
MINUS: Amount Paid on Post Petition, Accounts Payable This Month	-	See MOR-5b
PLUS/MINUS: Adjustments - voids checks & other Ajes.	-	*
Ending Month Balance	\$ -	(c)

\*For any adjustments provide explanation and supporting documentation, if applicable.

SECURED PAYMENTS REPORT

List the status of Payments to Secured Creditors and Lessors (Post Petition Only). If you have entered into a modification agreement with a secured creditor/lessor, consult with your attorney and the United States Trustee Program prior to completing this section)

Secured Creditor/ Lessor	Date Payment Due This Month	Amount Paid This Month	Number of Post Petition Payment Delinquent	Total Amount Post Petition Payments Delinquent
		\$ -		
TOTAL		\$ -	(d)	

(a)This number is carried forward from last month's report. For the first report only, this number will be zero.

(b, c)The total of line (b) must equal line (c).

(d)This number is reported in the "Current Month" column of Schedule of Receipts and Disbursements (Page MOR-2, Line 5N).

**ATTACHMENT 2  
MONTHLY ACCOUNTS PAYABLE AND SECURED PAYMENTS REPORT**

Name of Debtor: Vaca Brava Old San Juan, LLC. Case Number: 15-9787

Reporting Period beginning: 01/01/2018 Period ending 01/31/2018

In the space below list all invoices or bills incurred and not paid since the filing of the petition. Do not include amounts owed prior to filing the petition. In the alternative, a computer generated list of payables may be attached provided all information requested below is included.

**POST-PETITION ACCOUNTS PAYABLE**

Date Incurred	Days Outstanding	Vendor	Description	Amount
11/1/17	(43,040)	Vilariño y Asociados , LLC.	101-3 (10-26-17)	11,649.00
11/13/17	(43,052)	OLIVER EXTERMINATING	1687211	111.50
11/13/17	(43,052)	OLIVER EXTERMINATING	1686999	46.83
11/14/17	(43,053)	B FERNANDEZ	3902144 RI	370.65
11/22/17	(43,061)	PLAZA PROVISION COMPANY	2803642	217.75
12/1/17	(43,070)	ECOLAB	854074 RI	220.00
12/3/17	(43,072)	MOJO KREOLE Y/O RAFAEL PRESTAMC	496634	300.00
12/7/17	(43,076)	ECOLAB	854743 RI	106.62
12/7/17	(43,076)	PUERTO RICO SUPPLIES	90509154	1,172.98
12/8/17	(43,077)	OLIVER EXTERMINATING	1695595	46.83
12/8/17	(43,077)	OLIVER EXTERMINATING	1695613	111.50
12/11/17	(43,080)	ECOLAB	855349 RI	197.23
12/19/17	(43,088)	ECOLAB	856343 RI	106.62
12/26/17	(43,095)	DANIEL ALVARADO	1442	100.00
12/28/17	(43,097)	UNIVERSAL DISPENSER	07694	148.00
1/1/18	(43,101)	OLIVER EXTERMINATING	1697401 (12/20/17)	111.50
1/1/18	(43,101)	OLIVER EXTERMINATING	1688995 (11/27/17)	111.50
1/2/18	(43,102)	DANIEL ALVARADO	1449	100.00
1/2/18	(43,102)	ECOLAB	858905 RI	220.00
1/4/18	(43,104)	PUERTO RICO SUPPLIES	90509257	1,498.25
1/4/18	(43,104)	UNIVERSAL DISPENSER	07884	296.00
1/5/18	(43,105)	U. S. TRUSTEE	01-05-18	4,875.00
1/9/18	(43,109)	V SUAREZ & CO.	73032	3,553.31
1/10/18	(43,110)	JOSE SANTIAGO, INC.	3719355	3,803.82
1/10/18	(43,110)	OLIVER EXTERMINATING	1705347	111.50
1/10/18	(43,110)	OLIVER EXTERMINATING	1705328	46.83
1/10/18	(43,110)	UNIVERSAL DISPENSER	07911	318.00
1/11/18	(43,111)	CA TECHNICAL SERVICE	5285	223.00
1/12/18	(43,112)	WAVE RANCH	40771	72.48
1/15/18	(43,115)	DANIEL ALVARADO	1468	100.00
<b>TOTAL AMOUNT</b>				<b>\$ 30,346.70</b>

Check here if pre-petition debts have been paid. Attach an explanation and copies of supporting documentation.

**ACCOUNTS PAYABLE RECONCILIATION (Post Petition Unsecured Debt Only)**

Opening Balance	\$ -	(a)	
PLUS: New Indebtedness Incurred This Month	-		
MINUS: Amount Paid on Post Petition,			<b>See MOR-5b</b>
Accounts Payable This Month	-		
PLUS/MINUS: Adjustments - voids checks & other Ajes.	-	*	
Ending Month Balance	\$ -	(c)	

\*For any adjustments provide explanation and supporting documentation, if applicable.

**SECURED PAYMENTS REPORT**

List the status of Payments to Secured Creditors and Lessors (Post Petition Only). If you have entered into a modification agreement with a secured creditor/lessor, consult with your attorney and the United States Trustee Program prior to completing this section).

Secured Creditor/ Lessor	Date Payment Due This Month	Amount Paid This Month	Number of Post Petition Payment Delinquent	Total Amount of Post Petition Payments Delinquent
<b>TOTAL</b>		\$ -	(d)	

(a) This number is carried forward from last month's report. For the first report only, this number will be zero.

(b, c) The total of line (b) must equal line (c).

(d) This number is reported in the "Current Month" column of Schedule of Receipts and Disbursements (Page MOR-2, Line 5N).







**ATTACHMENT 3  
INVENTORY AND FIXED ASSETS REPORT**

Name of Debtor: Vaca Brava Old San Juan, LLC. Case Number: 15-9787

Reporting Period beginning: 01/01/2018 Period ending 01/31/2018

**INVENTORY REPORT**

INVENTORY BALANCE AT PETITION DATE:	\$	<u>10,746.73</u>
INVENTORY RECONCILIATION:		
Inventory Balance at Beginning of Month	\$	13,117.05 (a)
PLUS: Inventory Purchased During Month		<u>75,737.62</u>
MINUS: Inventory Used or Sold		<u>(79,524.50)</u>
PLUS/MINUS: Adjustments or Write-downs		<u>-</u> *
Inventory on Hand at End of Month	\$	<u>9,330.17</u>

METHOD OF COSTING INVENTORY: First in first our method (FIFO)

\*For any adjustments or write-downs provide explanation and supporting documentation, if applicable.

**INVENTORY AGING**

Less than 6 months old	6 months to 2 years old	Greater than 2 years old	Considered Obsolete	Total Inventory
<u>100%</u>	<u>0.00%</u>	<u>0.00%</u>	<u>0.00%</u>	<u>100.00%</u>

\* Aging Percentages must equal 100%.

Check here if inventory contains perishable items.

Description of Obsolete Inventory: None

**FIXED ASSET REPORT**

FIXED ASSETS FAIR MARKET VALUE AT PETITION DATE: \$ -  
(Includes Property, Plant and Equipment)

BRIEF DESCRIPTION (First Report Only): \_\_\_\_\_

FIXED ASSETS RECONCILIATION:		
Fixed Asset Book Value at Beginning of Month	\$	18,000.00 (a) (b)
MINUS: Depreciation Expense		<u>-</u>
PLUS: New Purchases		<u>-</u>
PLUS/MINUS: Adjustments or Write-downs		<u>-</u>
Ending Monthly Balance	\$	<u>18,000.00</u>

\*For any adjustments or write-downs, provide explanation and supporting documentation, if applicable.

BRIEF DESCRIPTION OF FIXED ASSETS PURCHASED OR DISPOSED OF DURING THE REPORTING PERIOD:  
\_\_\_\_\_

(a)This number is carried forward from last month's report. For the first report only, this number will be the balance as of the petition date.

(b)Fair Market Value is the amount at which fixed assets could be sold under current economic conditions.  
Book Value is the cost of the fixed assets minus accumulated depreciation and other adjustments.

**ATTACHMENT 4A**

**MONTHLY SUMMARY OF BANK ACTIVITY - OPERATING ACCOUNT**

Name of Debtor: Vaca Brava Old San Juan, LLC. Case Number: 15-9787

Reporting Period beginning: 01/01/2018 Period ending 01/31/2018

Attach a copy of current month bank statement and bank reconciliation to this Summary of Bank Activity. A standard bank reconciliation form can be found at [http://www.usdoj.gov/ust/r21/reg\\_info.htm](http://www.usdoj.gov/ust/r21/reg_info.htm). If bank accounts other than the three required by the United States Trustee Program are necessary, permission must be obtained from the United States Trustee prior to opening the accounts. Additionally, use of less than the three required bank accounts must be approved by the United States Trustee.

NAME OF BANK: BPPR BRANCH: Old San Juan Branch

ACCOUNT NAME: Vaca Brava Old San Juan, LLC. ACCOUNT NUMBER: XXX-XX5960

PURPOSE OF ACCOUNT: OPERATING

Ending Balance per Bank Statement	\$ 6,408.43
Plus Total Amount of Outstanding Deposits	<u>7,071.22</u>
Minus Total Amount of Outstanding Checks and other debits	<u>(9,357.94) *</u>
Minus Service Charges	-
Ending Balance per Check Register	<u>\$ 4,121.71 ** (a)</u>

\*Debit cards are used by None

\*\*If Closing Balance is negative, provide explanation: \_\_\_\_\_.

The following disbursements were paid in Cash (do not includes items reported as Petty Cash on Attachment 4D: (  Check here if cash disbursements were authorized by United States Trustee)

Date	Amount	Payee	Purpose	Reason for Cash Disbursement
_____	_____	_____	_____	None
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

**TRANSFERS BETWEEN DEBTOR IN POSSESSION ACCOUNTS**

“Total Amount of Outstanding Checks and other debits”, listed above, includes:

\$ 33,500.00	Transferred to Payroll Account
<u>\$ 18,230.00</u>	Transferred to Tax Account

(a) The total of this line on Attachment 4A, 4B and 4C plus the total of 4D must equal the amount reported as “Ending Balance” on Schedule of Receipts and Disbursements (Page MOR-2, Line 7).

**VACA OBRAVA OLD SAN JUAN, LLC**  
**Account Reconciliation**  
**As of Jan 31, 2018**  
**104-50 - BPPR- oper. #011-825960**  
**Bank Statement Date: January 31, 2018**

Filter Criteria includes: Report is printed in Detail Format.

Beginning GL Balance		17,335.61
Add: Cash Receipts		
Less: Cash Disbursements		( 120,851.78)
Add (Less) Other		107,637.88
Ending GL Balance		4,121.71
Ending Bank Balance		6,408.43
Add back deposits in transit		
Total deposits in transit		
(Less) outstanding checks		
	Mar 23, 2016 3293	(180.63)
	Jan 3, 2017 4219	(986.00)
	Aug 1, 2017 4772	(29.49)
	Nov 3, 2017 4974	(17.84)
	Nov 27, 2017 5038	(388.42)
	Dec 31, 2017 5145	(330.00)
	Jan 3, 2018 5154	(135.15)
	Jan 31, 2018 5176	(3,166.90)
	Jan 15, 2018 5178	(104.20)
	Jan 23, 2018 5205	(620.16)
	Jan 31, 2018 5214	(950.00)
	Jan 23, 2018 5215	(144.95)
	Jan 26, 2018 5221	(205.66)
	Jan 26, 2018 5222	(234.63)
	Jan 26, 2018 5223	(1,550.00)
	Jan 30, 2018 5226	(313.91)
Total outstanding checks		( 9,357.94)
Add (Less) Other		
	Jan 31, 2018 JE-VENTAS	4,742.41
	Jul 31, 2016 JE-VENTAS	2,500.00
	Jan 30, 2018 Sam's CK# 5	(171.19)
Total other		7,071.22
Unreconciled difference		0.00
Ending GL Balance		4,121.71



Desde: 79C 30 de diciembre de 2017  
Hasta: 31 de enero de 2018

VACA BRAVA OLD SAN JUAN LLC<sup>21</sup>  
DIP 15 0978711 OPERACIONES  
HC 2 BOX 6878  
BARRANQUITAS PR 00794-9712

BANKRUPTCY COURT

Página 1 Número de Cuenta  
**15960**

VACA BRAVA OLD SAN JUAN LLC

## Resumen de su Cuenta

Recibe GRATIS en tu correo electrónico tu Estado de Cuenta comercial!!! Llame al 787-756-3939 ó 1-855-756-3939.

Ahora TeleBanco Comercial es el nuevo Centro de Banca de Negocios y nuestro nuevo número es el 787-756-3939 ó 1-855-756-3939.

CENTRO DE BANCA DE NEGOCIOS le ofrece la forma más rápida y eficiente de obtener información de sus cuentas comerciales y servicios relacionados sin tener que visitar la sucursal.

Usted puede obtener información de:

- Balance en sus cuentas
- Productos y servicios comerciales
- Préstamos Comerciales
- Soluciones de crédito
- Todo tipo de reclamaciones
- Apoyo técnico en los servicios

### Cheques

Balance Inicial	\$21,828.67
127 Depósitos	211,352.44
146 Retiros	226,731.88
Cargos por Servicios	40.80
<b>Balance Final</b>	<b>\$6,408.43</b>

## Detalle de la actividad de su Cuenta

<b>Cheques</b>	<b>Balance inicial</b>	<b>\$21,828.67</b>
----------------	------------------------	--------------------

### Depósitos

#### Hojas de Depósito

Fecha	Referencia	Descripción	Cantidad
01-02	39601/410	Depósito Sucursal San Juan Los Puertos	1,430.60
01-02	1102/311	Depósito Sucursal San Juan	890.70
01-02	1102/011	Depósito Sucursal San Juan	325.00
01-09	1101/423	Depósito Sucursal San Juan	4,755.00
01-09	1101/723	Depósito Sucursal San Juan	3,674.40
01-09	1101/123	Depósito Sucursal San Juan	957.68
01-12	396034510	Depósito Sucursal San Juan Los Puertos	673.00
01-12	396034610	Depósito Sucursal San Juan Los Puertos	656.00
01-12	396034410	Depósito Sucursal San Juan Los Puertos	308.00
01-12	500056130	Depósito	300.00
01-12	396034710	Depósito Sucursal San Juan Los Puertos	33.32
01-16	11002523	Depósito Sucursal San Juan	3,102.05
01-16	11002223	Depósito Sucursal San Juan	2,148.21
01-16	11041323	Depósito Sucursal San Juan	1,153.49
01-16	396013317	Depósito Sucursal San Juan Los Puertos	699.13
01-18	11009417	Depósito Sucursal San Juan	785.01

**BANCO POPULAR**

Document Page 53 of 92

Desde:

30 de diciembre de 2017

Hasta:

31 de enero de 2018

BANKRUPTCY COURT

Página 2

Número de Cuenta

5960

VACA BRAVA OLD SAN JUAN LLC

**Depósitos (continuación)****Hojas de Depósito (continuación)**

Fecha	Referencia	Descripción	Cantidad
01-18	11009717	Depósito Sucursal San Juan	351.03
01-19	11005717	Depósito Sucursal San Juan	778.90
01-19	11006017	Depósito Sucursal San Juan	17.00
01-22	11013923	Depósito Sucursal San Juan	3,115.00
01-22	11013623	Depósito Sucursal San Juan	3,023.00
01-22	396037911	Depósito Sucursal San Juan Los Puertos	209.00
01-23	396001113	Depósito Sucursal San Juan Los Puertos	210.50
01-26	396016512	Depósito Sucursal San Juan Los Puertos	607.00
01-26	396016812	Depósito Sucursal San Juan Los Puertos	230.22
01-29	11005723	Depósito Sucursal San Juan	1,811.05
01-29	500182044	Depósito	1,405.48
01-29	396012111	Depósito Sucursal San Juan Los Puertos	300.73
01-29	11005423	Depósito Sucursal San Juan	88.77
01-30	500094533	Depósito	1,593.90
01-30	11006011	Depósito Sucursal San Juan	1,306.87
01-31	11019823	Depósito Sucursal San Juan	225.04
<b>32 Total de hojas de depósito</b>			<b>\$37,165.08</b>

**Otros Créditos**

Fecha	Referencia	Descripción	Cantidad
01-02	2010000118	Depósito BPPR Mrch. Dep	2,301.93
01-02	2009254198	Depósito Global Payments	2,118.57
01-02	2009337419	Depósito American Express Settlement	1,594.75
01-02	2010024272	Depósito BPPR Mrch. Dep	1,377.49
01-02	2009403582	Depósito American Express Settlement	737.95
01-02	2010010287	Depósito BPPR Mrch. Dep	512.49
01-02	63009071252	Depósito American Express Settlement	368.57
01-02	2010018614	Depósito BPPR Mrch. Dep	217.87
01-03	3009791886	Depósito Global Payments	19,107.46



Desde:

30 de diciembre de 2017

Hasta:

31 de enero de 2018

BANKRUPTCY COURT

Página 3

Número de Cuenta

5960

VACA BRAVA OLD SAN JUAN LLC

**Depósitos (continuación)**

**Otros Créditos (continuación)**

Fecha	Referencia	Descripción	Cantidad
01-03	2009560983	Depósito American Express Settlement Xxxxxx/1/5	953.97
01-04	4000233224	Depósito Global Payments Global Dep Xxxxxx0058	4,043.43
01-04	3010012181	Depósito American Express Settlement Xxxxxx/1/5	287.16
01-05	5000600120	Depósito Global Payments Global Dep Xxxxxx0058	4,735.99
01-05	2010000110	Depósito BPPR Mrch. Dep CR Memo Xxxxxx0383	2,443.76
01-05	4000351044	Depósito Vaca Brava Flavor Of SJ Payments Xxxxxx/1/5	2,000.00
01-05	400043178	Depósito American Express Settlement Xxxxxx/1/5	535.16
01-08	2010009322	Depósito BPPR Mrch. Dep CR Memo Xxxxxx0383	4,753.61
01-08	2010000111	Depósito BPPR Mrch. Dep CR Memo Xxxxxx0383	3,188.96
01-08	8001024053	Depósito American Express Settlement Xxxxxx/1/5	555.81
01-08	2010013740	Depósito BPPR Mrch. Dep CR Memo Xxxxxx0383	289.21
01-08	5000730403	Depósito American Express Settlement Xxxxxx/1/5	118.31
01-09	9001309450	Depósito Global Payments Global Dep Xxxxxx0058	12,391.95
01-09	8001168601	Depósito American Express Settlement Xxxxxx/1/5	217.25
01-10	9001699599	Depósito American Express Settlement Xxxxxx/1/5	647.69
01-10	2010000094	Depósito BPPR Mrch. Dep CR Memo Xxxxxx0383	468.40
01-11	10002302355	Depósito Global Payments Global Dep Xxxxxx0058	1,640.76
01-11	10002031040	Depósito American Express Settlement Xxxxxx/1/5	289.43
01-11	2010000114	Depósito BPPR Mrch. Dep CR Memo Xxxxxx0383	188.35
01-12	12002790143	Depósito Global Payments Global Dep Xxxxxx0058	2,320.49
01-12	2010000106	Depósito BPPR Mrch. Dep CR Memo Xxxxxx0383	398.44
01-16	12002884132	Depósito Vaca Brava Flavor Of SJ Payments Xxxxxx/1/5	2,000.00
01-16	2010000112	Depósito BPPR Mrch. Dep CR Memo Xxxxxx0383	355.92
01-16	12002914932	Depósito American Express Settlement Xxxxxx/1/5	317.37
01-16	16003263205	Depósito American Express Settlement Xxxxxx/1/5	311.99
01-16	16003209283	Depósito American Express Settlement Xxxxxx/1/5	250.17
01-16	2010020180	Depósito BPPR Mrch. Dep CR Memo Xxxxxx0383	234.03



30 de diciembre de 2017

Hasta:

31 de enero de 2018

BANKRUPTCY COURT

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Número de Cuenta

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VACA BRAVA OLD SAN JUAN LLC

**Depósitos (continuación)****Otros Créditos (continuación)**

Fecha	Referencia	Descripción	Cantidad
01-16	2010011398	Depósito BPPR Mrch. Dep Xxxxxx0383 CR Memo	231.45
01-16	500177476	Cheque Devuelto SF 5169	8,090.80
01-17	16003784952	Depósito Global Payments Xxxxxx0058 Global Dep	18,256.19
01-17	16003539408	Depósito American Express Settlement Xxxxxx/175	674.73
01-17	501018752	Cheque Devuelto SF 5191	633.00
01-17	500048742	Cheque Devuelto SF 5193	223.78
01-18	501018752	Rev Cargo Cheque Devuelto SF	15.00
01-18	500048742	Rev Cargo Cheque Devuelto SF	15.00
01-18	18004328518	Depósito Global Payments Xxxxxx0058 Global Dep	1,427.00
01-18	17004103678	Depósito American Express Settlement Xxxxxx/175	595.75
01-18	2010000114	Depósito BPPR Mrch. Dep Xxxxxx0383 CR Memo	321.60
01-18	500121076	Cheque Devuelto SF 5183	6,927.84
01-19	500121076	Rev Cargo Cheque Devuelto SF	15.00
01-19	19004649397	Depósito Global Payments Xxxxxx0058 Global Dep	2,469.19
01-19	18004519755	Depósito American Express Settlement Xxxxxx/175	304.28
01-19	2010000110	Depósito BPPR Mrch. Dep Xxxxxx0383 CR Memo	232.00
01-19	80192304891	TelePago Crédito Xxxxxx5979	650.00
01-19	501005799	Cheque Devuelto SF 5184	73.94
01-19	500175527	Cheque Devuelto SF 5194	431.75
01-19	501022655	Cheque Devuelto SF 5195	763.61
01-19	500142815	Cheque Devuelto SF 5196	873.44
01-22	501005799	Rev Cargo Cheque Devuelto SF	15.00
01-22	500175527	Rev Cargo Cheque Devuelto SF	15.00
01-22	501022655	Rev Cargo Cheque Devuelto SF	15.00
01-22	500142815	Rev Cargo Cheque Devuelto SF	15.00
01-22	22005024229	Depósito Global Payments Xxxxxx0058 Global Dep	1,459.33
01-22	19004765794	Depósito Vaca Brava Flavor Of SJ Payments	1,313.00
01-22	2010011645	Depósito BPPR Mrch. Dep Xxxxxx0383 CR Memo	1,214.26
01-22	2010020767	Depósito BPPR Mrch. Dep Xxxxxx0383 CR Memo	685.35
01-22	22005083007	Depósito American Express Settlement Xxxxxx/175	403.76
01-22	19004778898	Depósito American Express Settlement Xxxxxx/175	115.09
01-23	23005412638	Depósito Global Payments Xxxxxx0058 Global Dep	20,361.22



Desde:

30 de diciembre de 2017

Hasta:

31 de enero de 2018

BANKRUPTCY COURT

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Número de Cuenta

5960

VACA BRAVA OLD SAN JUAN LLC

**Depósitos (continuación)**

**Otros Créditos (continuación)**

Fecha	Referencia	Descripción	Cantidad
01-23	201000088	Depósito BPPR Mrch. Dep XXXXXX0383 CR Memo	120.92
01-24	24005/08146	Depósito Global Payments XXXXXX0058 Global Dep	979.01
01-24	2010000104	Depósito BPPR Mrch. Dep XXXXXX0383 CR Memo	139.90
01-24	23005545898	Depósito American Express Settlement XXXXXX/1/5	39.15
01-25	25006354812	Depósito Global Payments XXXXXX0058 Global Dep	2,446.65
01-25	24005868428	Depósito American Express Settlement XXXXXX/1/5	1,985.77
01-25	2010000110	Depósito BPPR Mrch. Dep XXXXXX0383 CR Memo	1,077.75
01-26	26006659598	Depósito Global Payments XXXXXX0058 Global Dep	937.87
01-26	25006515500	Depósito American Express Settlement XXXXXX/1/5	299.06
01-26	50005/114	Cheque Devuelto SF 5207	6,355.27
01-29	50005/114	Rev Cargo Cheque Devuelto SF	15.00
01-29	2900/000507	Depósito Global Payments XXXXXX0058 Global Dep	697.97
01-29	2010011893	Depósito BPPR Mrch. Dep XXXXXX0383 CR Memo	334.88
01-29	260067/4067	Depósito American Express Settlement XXXXXX/1/5	271.80
01-29	2010000116	Depósito BPPR Mrch. Dep XXXXXX0383 CR Memo	225.74
01-29	2010021003	Depósito BPPR Mrch. Dep XXXXXX0383 CR Memo	139.22
01-29	2900/080053	Depósito American Express Settlement XXXXXX/1/5	122.86
01-29	50015/220	Cheque Devuelto SF 5211	839.33
01-29	500224/85	Cheque Devuelto SF 5212	1,079.06
01-30	50015/220	Rev Cargo Cheque Devuelto SF	15.00
01-30	500224/85	Rev Cargo Cheque Devuelto SF	15.00
01-30	3000/434559	Depósito Global Payments XXXXXX0058 Global Dep	11,253.51
01-30	2010000089	Depósito BPPR Mrch. Dep XXXXXX0383 CR Memo	119.76
01-30	2900/231649	Depósito American Express Settlement XXXXXX/1/5	85.97
01-31	3100/915192	Depósito Global Payments XXXXXX0058 Global Dep	746.00
01-31	3000/665558	Depósito American Express Settlement XXXXXX/1/5	465.12
01-31	2010000107	Depósito BPPR Mrch. Dep XXXXXX0383 CR Memo	267.74
<b>95 Total de otros depósitos</b>			<b>174,187.36</b>
<b>127 Total de depósitos</b>			<b>\$211,352.44</b>





Desde: 30 de diciembre de 2017  
Hasta: 31 de enero de 2018

BANKRUPTCY COURT

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VACA BRAVA OLD SAN JUAN LLC

**Retiros**

**Cheques Pagados**

Número de Cheque	Fecha	Referencia	Cantidad	Número de Cheque	Fecha	Referencia	Cantidad
05073	01-04	500056307	600.00	05173	01-17	500096070	725.08
05088	01-02	500145149	800.70	05174	01-16	500033593	389.08
05094	01-25	501010386	640.81	05175	01-17	501026760	3,023.59
05100	01-08	501011626	8,501.16	05179	01-17	500092296	1,578.75
05110	01-03	501032054	4,875.00	05180	01-17	500025734	619.91
05112	01-09	501005584	1,000.00	05181	01-16	500147373	1,250.00
05113	01-11	501015647	380.00	05182	01-16	500285350	288.72
05119	01-02	500159447	130.00	05183	01-18	500121076	6,927.84
05121	01-09	501017400	8,868.55	05183	01-19	500121076	6,927.84
05122	01-09	501017402	8,868.55	05184	01-19	501005799	73.94
05123	01-09	501017404	10,186.97	05184	01-22	501005799	73.94
05125	01-02	501022862	2,000.00	05188	01-16	500309624	450.00
05128	01-17	500065009	787.20	05189	01-30	500117853	450.00
05134	01-03	500106175	1,159.00	05191	01-17	501018752	633.00
05137	01-02	500221404	952.24	05191	01-18	501018752	633.00
05139	01-02	500145142	627.05	05192	01-24	501001611	1,027.00
05141	01-02	500057284	144.95	05193	01-17	500048742	223.78
05144	01-04	500110988	715.00	05193	01-18	500048742	223.78
05146	01-03	500096488	230.85	05194	01-19	500175527	431.75
05147	01-02	500166144	904.50	05194	01-22	500175527	431.75
05148	01-05	501023691	73.94	05195	01-19	501022655	763.61
05149	01-18	501002459	1,101.00	05195	01-22	501022655	763.61
05150	01-05	500065824	600.00	05196	01-19	500142815	873.44
05151	01-04	500116537	321.60	05196	01-22	500142815	873.44
05152	01-04	501025018	4,543.50	05197	01-23	500086836	78.00
05153	01-04	500129977	1,604.55	05199	01-23	500051952	999.69
05155	01-08	500026036	1,249.54	05200	01-25	500126174	711.00
05156	01-08	500074579	6,305.85	05204	01-24	500084616	5,711.48
05157	01-04	500049615	426.00	05207	01-26	500057114	6,355.27
05158	01-04	500097985	1,250.00	05207	01-29	500057114	6,355.27
05159	01-05	500059926	463.84	05208	01-23	500124358	790.84
05160	01-08	500013698	255.06	05209	01-31	501019856	854.00
05161	01-08	500060653	3,043.44	05210	01-24	500049883	1,916.71
05162	01-10	501028727	1,541.75	05211	01-29	500157220	839.33
05163	01-08	500078454	781.33	05211	01-30	500157220	839.33
05164	01-09	500099041	500.40	05212	01-29	500224785	1,079.06
05165	01-10	500072591	150.00	05212	01-30	500224785	1,079.06
05166	01-16	500108339	961.00	05213	01-26	500153260	950.00
05167	01-12	501015331	614.00	05216	01-25	500102945	37.80
05168	01-17	501045856	540.00	05217	01-25	500108426	297.04
05169	01-16	500177476	8,090.80	05218	01-24	501022898	388.00
05169	01-17	500177476	8,090.80	05219	01-25	500036978	895.48
05170	01-17	501001954	1,150.00	05220	01-25	500120631	90.00
05171	01-12	500174778	1,000.00	05228	01-30	500117118	391.50
05172	01-19	500104470	1,000.00	05229	01-31	500147438	400.00

90 Cheques Pagados

\$158,746.64

VERIFICAR NUMEROS DE CHEQUES



Desde:

30 de diciembre de 2017

Hasta:

31 de enero de 2018

BANKRUPTCY COURT

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Número de Cuenta

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VACA BRAVA OLD SAN JUAN LLC

**Retiros (continuación)**

**Otros Débitos**

Fecha	Referencia	Descripción	Cantidad
01-02	8002560/101	TelePago XXXXXX9286 Transferencia a Cuenta Cheques	3,000.00
01-02	200938825/	Pago XXXXXX0001 /165200directv08 /81/165200	201.71
01-02	2009481222	Pago XXXXXX0383 BPPR Merchant DIR Mbs Fee	1,709.06
01-03	8003020/381	TelePago XXXXXX5979 Transferencia a Cuenta Cheques	3,500.00
01-03	800302084/1	TelePago XXXXXX9286 Transferencia a Cuenta Cheques	2,000.00
01-03	2009617406	Pago XXXXXX1111 Vicentegarcia Collection	2,997.20
01-03	3009/91889	Pago XXXXXX0058 Global Payments Global Stl	74.96
01-03	3010080118	Pago XXXXXX9671 Tel_worldnet Cob Sigonfile	632.89
01-04	73338431440	Pago XXXXXX0035 Popular Leasing Débito Directo	773.59
01-08	80084080301	TelePago XXXXXX9286 Transferencia a Cuenta Cheques	3,000.00
01-08	80084081961	TelePago XXXXXX5979 Transferencia a Cuenta Cheques	3,500.00
01-08	4000360476	Pago XXXXXX4796 First Medical He Debits	345.00
01-08	4000371578	Pago XXXXXX5550 First Medical He Debits	153.00
01-10	10001906644	Pago 400996012epayu All Payment	130.49
01-12	80121763691	TelePago XXXXXX9286 Transferencia a Cuenta Cheques	4,500.00
01-16	80122696351	TelePago XXXXXX9286 Transferencia a Cuenta Cheques	2,000.00
01-16	80133326121	TelePago XXXXXX9286 Transferencia a Cuenta Cheques	2,000.00
01-16	80165364361	TelePago XXXXXX5979 Transferencia a Cuenta Cheques	4,300.00
01-16	12002871300	Pago XXXXXX4511 Primerica Life Ins. Prem	68.71
01-16	12002871301	Pago XXXXXX4681 Primerica Life Ins. Prem	82.48
01-16	16003683698	Pago XXXXXX5260 ASUME Patronos Asumept	101.88
01-16	16003683699	Pago XXXXXX5261 ASUME Patronos Asumept	109.57
01-16	16003683713	Pago XXXXXX5262 ASUME Patronos Asumept	115.83
01-16	16003683714	Pago XXXXXX5263 ASUME Patronos Asumept	136.68
01-16	500177476	Cargo Cheque Devuelto SF	15.00
01-17	80170282411	TelePago XXXXXX9286 Transferencia a Cuenta Cheques	5,000.00
01-17	16003378858	Pago XXXXXX4717 First Medical He Debits	174.89
01-17	501018752	Cargo Chqs Devueltos SF 2	30.00



Desde: 30 de diciembre de 2017  
Hasta: 31 de enero de 2018

**BANKRUPTCY COURT**

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Número de Cuenta  
**15960**

VACA BRAVA OLD SAN JUAN LLC

**Retiros (continuación)**

**Otros Débitos (continuación)**

Fecha	Referencia	Descripción	Cantidad
01-18	501018752	Cargo Cheques Pagados SF 2	30.00
01-18	17004221223	Pago XXXXXX8903 United Insurance Uifc Debit	1,242.06
01-18	500121076	Cargo Cheque Devuelto SF	15.00
01-19	500121076	Cargo Cheques Pagados SF 2	30.00
01-19	501022655	Cargo Chqs Devueltos SF 4	60.00
01-22	501022655	Cargo Cheques Pagados SF 4	60.00
01-22	802243/1701	TelePago XXXXXX5979 Transferencia a Cuenta Cheques	2,280.00
01-23	80234995441	TelePago XXXXXX5979 Transferencia a Cuenta Cheques	650.00
01-24	80245683011	TelePago XXXXXX5979 Transferencia a Cuenta Cheques	4,000.00
01-24	80245685121	TelePago XXXXXX9286 Transferencia a Cuenta Cheques	2,000.00
01-24	23005621419	Pago 132011a Vaca Br Provimentos Inc Debits	1,500.00
01-24	23005621420	Pago 132011b Vaca Br Provimentos Inc Debits	1,389.80
01-25	80250788341	TelePago XXXXXX9286 Transferencia a Cuenta Cheques	5,000.00
01-25	25006435042	Pago XXXXXX0400 SolTek Inc Ach	72.80
01-25	25006572184	Pago L6rp/ Web_ace Web Page Web Pmts	2,000.00
01-26	500057114	Cargo Cheque Devuelto SF	15.00
01-29	500057114	Cargo Cheque Pagado SF	15.00
01-29	80262437741	TelePago XXXXXX9286 Transferencia a Cuenta Cheques	1,000.00
01-29	80293984561	TelePago XXXXXX9286 Transferencia a Cuenta Cheques	1,500.00
01-29	500224785	Cargo Chqs Devueltos SF 2	30.00
01-30	500224785	Cargo Cheques Pagados SF 2	30.00
01-30	11049723	Ajuste Realizado en Sucursal	3,000.00
01-31	80315994951	TelePago XXXXXX9286 Transferencia a Cuenta Cheques	1,000.00
01-31	31008279124	Pago XXXXXX6133 ASUME Patronos Asumept	101.88
01-31	31008279125	Pago XXXXXX6134 ASUME Patronos Asumept	109.57
01-31	31008279126	Pago XXXXXX6135 ASUME Patronos Asumept	115.83
01-31	31008279127	Pago XXXXXX6137 ASUME Patronos Asumept	80.00
01-31		Cargo Finan por Sobregiro	5.36
<b>56 Total de otros retiros</b>			<b>\$67,985.24</b>
<b>146 Total de retiros</b>			<b>\$226,731.88</b>

VERIFICADO POR EL BANCO POPULAR



Desde: 30 de diciembre de 2017  
 Hasta: 31 de enero de 2018

**BANKRUPTCY COURT**

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 Número de Cuenta **5960**

**VACA BRAVA OLD SAN JUAN LLC**

**Cargos por Servicios**

Descripción	Cargos por Unidad	Cantidad
Mantenimiento Cheques		3.00
64 Transacciones en Exceso de	15	0.10
Servicios Comerciales		31.40
<b>Total de Cargos para este Periodo</b>		<b>\$40.80</b>
<b>Balance Final</b>		<b>\$6,408.43</b>

**Detalle de Servicios Comerciales para el Periodo 12/17**

Descripción de Servicio	Código	Volumen	Precio	Cargos por servicio
Wcm Real Time Account Transfer	E	1	0.0000	0.00
Wcm Information Reporting	E	1	20.0000	20.00
Wcm Accounts	E	3	0.0000	0.00
Wcm Balance & Transactions	E	95	0.1200	11.40
Wcm Balance & Transactions	E	300	0.0000	0.00
<b>Total de Cargos por Servicios Comerciales</b>				<b>\$31.40</b>

**Historial de Balance Diario**

Fecha	Cantidad en Libro	Cantidad Disponible	Fecha	Cantidad en Libro	Cantidad Disponible
01-02	23,234.38	23,234.38	01-18	430.07	430.07
01-03	27,825.91	27,825.91	01-19	3,121.40	3,121.40
01-04	21,922.26	21,922.26	01-22	3,993.65	3,993.65
01-05	30,499.39	30,499.39	01-23	22,167.76	22,167.76
01-08	12,270.91	12,270.91	01-24	5,392.83	5,392.83
01-09	4,842.72	4,842.72	01-25	1,158.07	1,158.07
01-10	4,136.57	4,136.57	01-26	2,267.22	2,267.22
01-11	5,875.11	5,875.11	01-29	1,219.55	1,219.55
01-12	4,450.36	4,450.36	01-30	7,380.57	6,786.67
01-16	2,985.22	2,985.22	01-31	6,408.43	5,814.53
01-17	164.52	164.52			

Su balance mínimo durante este periodo fue: \$3,121.40-

Su cargo por financiamiento de sobregiro se calcula de la siguiente manera:

Tasa periódica diaria 0.000506849%	X	Días en sobregiro 4	X	Sobregiro promedio diario \$2,645.93	=	Cargo por financiamiento* \$5.36
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La tasa porcentual anual es 18.5000%

\*Los cargos por financiamiento de sobregiro se presentan en la sección de Otros Débitos o en la sección de Cargos pendientes.

Su próximo estado será el 28 de febrero de 2018



**BANCO POPULAR**

Desde:

30 de diciembre de 2017

Hasta:

31 de enero de 2018

BANKRUPTCY COURT

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Número de Cuenta

**5960**

VACA BRAVA OLD SAN JUAN LLC



**BANCO POPULAR.**

Número de Cuenta  
**011-825960**

**Información Contributiva para el 2017**

Cliente: VACA BRAVA OLD SAN JUAN LLC

Cargos por financiamiento de sobregiro

\$2.13

**Mensajes de Interés**

PROTEGE TU CUENTA DE DÉBITOS FRAUDULENTOS CON LOS  
SERVICIOS DE POSITIVE PAY Y EPA. MIEMBRO FDIC.  
VISITA POPULAR.COM/NEGOCIOS/PREVENCIÓN-FRAUDE  
PARA MÁS INFORMACIÓN.

DE TENER ALGUNA PREGUNTA O IDENTIFICAR ALGÚN ERROR EN ESTE ESTADO DE CUENTA DEBE  
COMUNICARSE AL CENTRO DE BANCA DE NEGOCIOS AL 787-756-3939 O 1-855-756-3939 DENTRO DEL  
TÉRMINO ESTABLECIDO EN EL CONTRATO DE CUENTAS DE DEPÓSITO COMERCIALES.

**ATTACHMENT 5A**

**CHECK REGISTER - OPERATING ACCOUNT**

Name of Debtor: Vaca Brava Old San Juan, LLC. Case Number: 15-9787

Reporting Period beginning: 01/01/2018 Period ending 01/31/2018

NAME OF BANK: BPPR BRANCH: Old San Juan

ACCOUNT NAME: Vaca Brava Old San Juan, LLC.

ACCOUNT NUMBER: XXX-XX5960

PURPOSE OF ACCOUNT: OPERATING

Account for all disbursements, including voids, lost checks, stop payments, etc. In the alternative, a computer generated check register can be attached to this report, provided all the information requested below is included.

<u>DATE</u>	<u>CHECK NUMBER</u>	<u>PAYEE</u>	<u>PURPOSE</u>	<u>AMOUNT</u>
1/1/18	5150	CARMEN E. SANTIAGO I	MAINTENANCE	600.00
1/2/18	CARGO MERCHANT	BPPR MERCHANT DR M	BANK CHARGE	1,709.06
1/2/18	5148	CADILLAC UNIFORM	UNIFORMS	73.94
1/2/18	5152	PACKERS FOOD SERVIC	INVENTORY	4,543.50
1/2/18	WORLDNET ACH	PAGO WORLDNET TEL	INVENTORY	632.89
1/2/18	5149	PLACITA COLMADO EL	INVENTORY	1,101.00
1/2/18	5151	SAM'S CLUB	INVENTORY	321.60
1/2/18	TRANF A NOMINA	TRANF A NOMINA	TRANSFER	3,000.00
1/3/18	5155	BALLESTER HERMANO	INVENTORY	1,249.54
1/3/18	CARGO GLOBAL PAY	CARGO GLOBAL PAYMI	BANK CHARGE	74.96
1/3/18	5153	DOCKSIDE SEAFOOD	INVENTORY	1,604.55
1/3/18	5156	JOSE SANTIAGO, INC.	INVENTORY	6,305.85
1/3/18	TRANF A NOMINA	TRANF A NOMINA	TRANSFER	2,000.00
1/3/18	TRANF A TAXES	TRANF A TAXES	TRANSFER	3,500.00
1/3/18	5154	ZEE AMERICAS FIRST A	SUPPLIES	135.15
1/4/18	Sam's Compra Ck#5160	COMPRA EN SAM'S- PAC	INVENTORY	255.06
1/4/18	5158	LAURENCE REYES REE	INVENTORY	1,250.00
1/4/18	POPULAR LEASING /	PAYMENT POPULAR LE	INVENTORY	773.59
<b>SUB-TOTAL</b>				<b>\$ 29,130.69</b>

**ATTACHMENT 5A - Continued**

**CHECK REGISTER - OPERATING ACCOUNT**

Name of Debtor: Vaca Brava Old San Juan, LLC. Case Number: 15-9787

Reporting Period beginning: 01/01/2018 Period ending 01/31/2018

<u>DATE</u>	<u>CHECK NUMBER</u>	<u>PAYEE</u>	<u>PURPOSE</u>	<u>AMOUNT</u>
1/4/18	5157	PORTO SOLUTIONS, INC.	INVENTORY	426.00
1/4/18	5161	V SUAREZ & CO.	INVENTORY	3,043.44
1/5/18	5162	BALLESTER HERMANOS INC.	INVENTORY	1,541.75
1/5/18	5073	BRENDA MORALES	SERVICES	600.00
1/5/18	5164	GENERAL MEAT TRADING LLC	INVENTORY	500.40
1/5/18	5163	MAR Y TIERRA	INVENTORY	781.33
1/5/18	5159	RUBERO BROTHERS , INC.	INVENTORY	463.84
1/6/18	5165	GABRIEL LOPEZ	INVENTORY	150.00
1/8/18	FIRST MEDICA ACH	PLAN MEDICO JUAN C CINTRON	HEALTH PLAN	345.00
1/8/18	FIRST MEDICA ACH	PLAN MEDICO ZORAIDA	HEALTH PLAN	153.00
1/8/18	TRANF A NOMINA	TRANF A NOMINA	TRANSFER	3,000.00
1/8/18	TRANF A TAXES	TRANF A TAXES	TRANSFER	3,500.00
1/9/18	5167	CA TECHNICAL SERVICE	SERVICES	614.00
1/9/18	5166	PLACITA COLMADO EL FLAMBO	INVENTORY	961.00
1/10/18	ATT Payment	ATT PAYMENT	TELEPHONE	130.49
1/10/18	5169	JOSE SANTIAGO, INC.	INVENTORY	8,090.80
1/12/18	5173	BALLESTER HERMANOS, INC.	INVENTORY	725.08
1/12/18	SAM'S CK # 5174	COMPRA EN SAM'S- FALTA TICKI	INVENTORY	389.08
1/12/18	5168	FORTUNATO ALICEA	INVENTORY	540.00
1/12/18	5171	Joel Aviles	MAINT. AIR COND.	1,000.00
1/12/18	TRANF A NOMINA	TRANF A NOMINA	TRANSFER	4,500.00
1/15/18	5178	INTERAMERICAN IMPORTS, INC.	INVENTORY	104.20
1/15/18	5175	SAN JUAN GAS	GAS	3,023.59
1/16/18	5188	MULTISERVICE	SERVICES	450.00
1/16/18	ACH-ASUME	ADMINISTRADOR DE ASUME	EMPLOYEES	463.96
1/16/18	5184	CADILLAC UNIFORM	UNIFORMS	73.94
1/16/18	CARGO BANCARIO	CARGO CHEQUE SF	BANK CHARGE	15.00
1/16/18	5182	DOCKSIDE SEAFOOD	INVENTORY	288.72
1/16/18	5183	JOSE SANTIAGO, INC.	INVENTORY	6,927.84
1/16/18	5181	LAURENCE REYES REED	INVENTORY	1,250.00
<b>SUB-TOTAL</b>				<b>\$ 44,052.46</b>

**ATTACHMENT 5A - Continued**

**CHECK REGISTER - OPERATING ACCOUNT**

Name of Debtor: Vaca Brava Old San Juan, LLC. Case Number: 15-9787

Reporting Period beginning: 01/01/2018 Period ending 01/31/2018

<u>DATE</u>	<u>CHECK NUMBER</u>	<u>PAYEE</u>	<u>PURPOSE</u>	<u>AMOUNT</u>
1/16/18	5180	MAR Y TIERRA	INVENTORY	619.91
1/16/18	5179	PACKERS FOOD SERVICE	INVENTORY	1,578.75
1/16/18	PRIMERICA ACH	PRIMERICA ACH	INSURANCE	68.71
1/16/18	PRIMERICA ACH2	PRIMERICA ACH	INSURANCE	82.48
1/16/18	TRANF A NOMINA	TRANF A NOMINA	TRANSFER	2,000.00
1/16/18	TRANF A NOMINA2	TRANF A NOMINA	TRANSFER	2,000.00
1/16/18	TRANF A TAXES	TRANF A TAXES	TRANSFER	4,300.00
1/16/18	5191	UNIVERSAL DISPENSER	SUPPLIES	633.00
1/17/18	5195	BALLESTER HERMANOS INC.	INVENTORY	763.61
1/17/18	CARGO BANCARIO1	CARGO BANCARIO 2 DE \$15	BANK CHARGE	30.00
1/17/18	FIRST MEDIACAL AC	FIRST MEDICAL ACH- PLAN M	HEALTH PLAN	174.89
1/17/18	5194	JR FIRE CORP.	SERVICES	431.75
1/17/18	5196	PACKERS FOOD SERVICE	INVENTORY	873.44
1/17/18	5193	PAPER MAX	INVENTORY	223.78
1/17/18	5192	PLACITA COLMADO EL FLAM	INVENTORY	1,027.00
1/17/18	5197	PORTO SOLUTIONS, INC.	INVENTORY	78.00
1/17/18	TRANF A NOMINA	TRANF A NOMINA	TRANSFER	5,000.00
1/18/18	5199	BUSINESS SOFTWARE SOLUTI	COMPUTER	999.69
1/18/18	CARGO BANCARIO2	CARGO BANCARIO 3 DE \$15	BANK CHARGE	45.00
1/18/18	5170	ERICK UJAQUE	INVENTORY	1,150.00
1/18/18	5198	PROVIMI, INC.	INVENTORY	1,500.00
1/18/18	UNITED INSURANCE	UNITED INSURANCE DEBIT	INSURANCE	1,242.06
1/19/18	CARGO BANCARIO3	CARGO BANCARIO 6 DE \$15	BANK CHARGE	90.00
1/19/18	5172	Joel Aviles	MAINT. AIR COND.	1,000.00
1/22/18	5204	CFSE	WORKMEN COMP	5,711.48
1/22/18	5200	GENERAL MEAT TRADING LLC	INVENTORY	711.00
1/22/18	TRANF A TAXES	TRANF A TAXES	TRANSFER	2,280.00
1/23/18	5211	BALLESTER HERMANOS, INC.	INVENTORY	839.33
1/23/18	Sam's Compra CK 5217	COMPRA EN SAM'S- PAGO COI	INVENTORY	297.04
1/23/18	5208	DOCKSIDE SEAFOOD	INVENTORY	790.84
1/23/18	5215	E.C. WASTE, LLC	WASTE MANAGEMENT	144.95
<b>SUB-TOTAL</b>				<b>\$ 36,686.71</b>



**ATTACHMENT 5A - Continued**

**CHECK REGISTER - OPERATING ACCOUNT**

Name of Debtor: Vaca Brava Old San Juan, LLC. Case Number: 15-9787

Reporting Period beginning: 01/01/2018 Period ending 01/31/2018

<u>DATE</u>	<u>CHECK NUMBER</u>	<u>PAYEE</u>	<u>PURPOSE</u>	<u>AMOUNT</u>
1/23/18	5207	JOSE SANTIAGO, INC.	INVENTORY	6,355.27
1/23/18	5205	MAR Y TIERRA	INVENTORY	620.16
1/23/18	5216	MEDALLA DISTRIBUTORS	INVENTORY	37.80
1/23/18	5210	PACKERS FOOD SERVICE	INVENTORY	1,916.71
1/23/18	5209	PLACITA COLMADO EL FL	INVENTORY	854.00
1/23/18	5206	PROVIMI, INC.	INVENTORY	1,389.80
1/23/18	TRANF A TAXES	TRANF A TAXES	TRANSFER	650.00
1/23/18	5218	UNIVERSAL DISPENSER	SUPPLIES	388.00
1/23/18	5219	V SUAREZ & CO.	INVENTORY	895.48
1/24/18	ACH-AEE	AEE	UTILITIES	2,000.00
1/24/18	5220	CABIYA DISTRIBUTOR	UNIFORMS	90.00
1/24/18	TRANF A NOMINA	TRANF A NOMINA	TRANSFER	2,000.00
1/24/18	TRANF A TAXES	TRANF A TAXES	TRANSFER	4,000.00
1/25/18	Softeck ACH	SOFTEK ACH INC	BANK CHARGE	72.80
1/25/18	TRANF A NOMINA	TRANF A NOMINA	TRANSFER	5,000.00
1/26/18	5189	MULTISERVICE	SERVICES	450.00
1/26/18	5223	ALINEA, LLC	SERVICES	1,550.00
1/26/18	5222	BOREQUE	INVENTORY	234.63
1/26/18	CARGO BANCARIO	CARGO BANCARIO \$15	BANK CHARGE	15.00
1/26/18	5213	Joel Aviles	MAINT. AIR COND.	950.00
1/26/18	5221	PACKERS FOOD SERVICE	INVENTORY	205.66
1/27/18	5212	DESTILERIA SERRALLES	INVENTORY	1,079.06
1/29/18	CARGO BANCARIOS	CARGO BANCARIO 3 DE	BANK CHARGE	45.00
1/29/18	TRANF A NOMINA	TRANF A NOMINA	TRANSFER	1,000.00
1/29/18	TRANF A NOMINA1	TRANF A NOMINA	TRANSFER	1,500.00
1/30/18	ACH-ASUME	ADMINISTRADOR DE ASUJ	EMPLOYEES	407.28
1/30/18	CARGO BANCARIO	CARGO BANCARIO 2 DE	BANK CHARGE	30.00
1/30/18	Sam's CK# 5103	COMPRA EN SAM'S - PAGC	INVENTORY	171.19
1/30/18	5228	DOCKSIDE SEAFOOD	INVENTORY	391.50
1/30/18	5226	MAR Y TIERRA	INVENTORY	313.91
1/30/18	TRANF A NOMINA	TRANF A NOMINA	TRANSFER	3,000.00
<b>SUB-TOTAL</b>				<b>\$ 37,613.25</b>



ATTACHMENT 5A - Continued

CHECK REGISTER - OPERATING ACCOUNT

Name of Debtor: Vaca Brava Old San Juan, LLC. Case Number: 15-9787

Reporting Period beginning: 01/01/2018 Period ending 01/31/2018

Table with 5 columns: DATE, CHECK NUMBER, PAYEE, PURPOSE, AMOUNT. The PAYEE column contains 'NONE' in one row. Sub-totals are \$ - and GRAN-TOTAL - MOR 8 a, b, c, d, e is \$ 153,046.17.

**ATTACHMENT 4B**

**MONTHLY SUMMARY OF BANK ACTIVITY - PAYROLL ACCOUNT**

Name of Debtor: Vaca Brava Old San Juan, LLC. Case Number: 15-9787

Reporting Period beginning: 01/01/2018 Period ending 01/31/2018

Attach a copy of current month bank statement and bank reconciliation to this Summary of Bank Activity. A standard bank reconciliation form can be found at [http://www.usdoj.gov/ust/r21/reg\\_info.htm](http://www.usdoj.gov/ust/r21/reg_info.htm). If bank accounts other than the three required by the United States Trustee Program are necessary, permission must be obtained from the United States Trustee prior to opening the accounts. Additionally, use of less than the three required bank accounts must be approved by the United States Trustee.

NAME OF BANK: BPPR BRANCH: Old San Juan

ACCOUNT NAME: Vaca Brava Old San Juan, LLC. ACCOUNT NUMBER: XXX-XX9286

PURPOSE OF ACCOUNT: PAYROLL

Ending Balance per Bank Statement	\$ 2,059.32
Plus Total Amount of Outstanding Deposits	-
Minus Total Amount of Outstanding Checks and other debits	(13,506.07) *
Minus Service Charges	-
Ending Balance per Check Register	\$ (11,446.75) **(a)

\*Debit cards are used by None

\*\*If Closing Balance is negative, provide explanation: This month includes 3 by-weekly payroll payments

The following disbursements were paid in Cash: (  Check here if cash disbursements were authorized by United States Trustee)

Date	Amount	Payee	Purpose	Reason for Cash Disbursement from this account
				None
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

The following non-payroll disbursements were made from this account:

Date	Amount	Payee	Purpose	Reason for Cash Disbursement from this account
				None
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

(a) The total of this line on Attachment 4A, 4B and 4C plus the total of 4D must equal the amount reported as "Ending Balance" on Schedule of Receipts and Disbursements (Page MOR-2, Line 7).

**VACA OBRAVA OLD SAN JUAN, LLC**  
**Account Reconciliation**  
**As of Jan 31, 2018**  
**104-60 - BPPR-nomina #011-819286**  
**Bank Statement Date: January 31, 2018**

Filter Criteria includes: Report is printed in Detail Format.

Beginning GL Balance		(13,957.00)
Add: Cash Receipts		
Less: Cash Disbursements		(32,372.98)
Add (Less) Other		34,883.23
Ending GL Balance		(11,446.75)
Ending Bank Balance		2,059.32
Add back deposits in transit		
Total deposits in transit		
(Less) outstanding checks		
Dec 1, 2017 4526		(918.12)
Dec 1, 2017 4527		(896.58)
Dec 1, 2017 4535		(76.49)
Dec 13, 2017 4545		(542.10)
Dec 13, 2017 4554		(368.34)
Dec 13, 2017 4559		(344.87)
Dec 13, 2017 4564		(374.27)
Dec 13, 2017 4568		(542.10)
Dec 13, 2017 4569		(554.10)
Dec 13, 2017 4571		(542.10)
Dec 13, 2017 4573		(542.10)
Dec 13, 2017 4578		(542.10)
Dec 13, 2017 4582		(401.56)
Dec 15, 2017 4619		(87.99)
Dec 29, 2017 4651		(918.12)
Dec 29, 2017 4652		(896.58)
Dec 29, 2017 4660		(86.73)
Jan 12, 2018 4682		(160.59)
Jan 12, 2018 4694		(105.23)
Jan 12, 2018 4703		(915.12)
Jan 12, 2018 4704		(893.58)
Jan 26, 2018 4710		(872.04)
Jan 26, 2018 4712		(872.04)
Jan 26, 2018 4716		(140.48)
Jan 26, 2018 4718		(110.20)
Jan 26, 2018 4720		(307.69)
Jan 26, 2018 4721		(194.78)
Jan 26, 2018 4725		(100.30)
Jan 26, 2018 4726		(3.57)
Jan 26, 2018 4737		(196.20)
Total outstanding checks		(13,506.07)
Add (Less) Other		
Total other		
Unreconciled difference		0.00
Ending GL Balance		(11,446.75)



Estado Bancario

102C

Desde:

30 de diciembre de 2017

Hasta:

31 de enero de 2018

VACA BRAVA OLD SAN JUAN LLC<sup>20</sup>  
 DIP 15 0978711 NOMINA  
 HC 2 BOX 6878  
 BARRANQUITAS PR 00794-9712

BANKRUPTCY COURT

Página 1

Número de Cuenta

9286

VACA BRAVA OLD SAN JUAN LLC

## Resumen de su Cuenta

### Cheques

Balance Inicial	55,805.43
25 Depósitos	36,854.52
114 Retiros	40,588.93
Cargos por Servicios	11.70
<b>Balance Final</b>	<b>\$2,059.32</b>

Recibe GRATIS en tu correo electrónico tu Estado de Cuenta comercial!!! Llame al 787-756-3939 ó 1-855-756-3939.

Ahora TeleBanco Comercial es el nuevo Centro de Banca de Negocios y nuestro nuevo número es el 787-756-3939 ó 1-855-756-3939.

CENTRO DE BANCA DE NEGOCIOS le ofrece la forma más rápida y eficiente de obtener información de sus cuentas comerciales y servicios relacionados sin tener que visitar la sucursal.

Usted puede obtener información de:

- Balance en sus cuentas
- Productos y servicios comerciales
- Préstamos Comerciales
- Soluciones de crédito
- Todo tipo de reclamaciones
- Apoyo técnico en los servicios

## Detalle de la actividad de su Cuenta

### Cheques

Balance inicial

\$5,805.43

### Depósitos

### Otros Créditos

Fecha	Referencia	Descripción	Cantidad
01-02	80025607101	TelePago Crédito XXXXXX5960	3,000.00
01-03	80030208471	TelePago Crédito XXXXXX5960	2,000.00
01-08	80084080301	TelePago Crédito XXXXXX5960	3,000.00
01-12	80121763691	TelePago Crédito XXXXXX5960	4,500.00
01-16	80122696351	TelePago Crédito XXXXXX5960	2,000.00
01-16	80133326121	TelePago Crédito XXXXXX5960	2,000.00
01-16	501022967	Cheque Devuelto SI 4634	361.21
01-16	500146172	Cheque Devuelto SI 4658	181.77
01-16	500146162	Cheque Devuelto SI 4680	180.39
01-16	501032686	Cheque Devuelto SI 4684	181.93
01-16	501000763	Cheque Devuelto SI 4686	513.47
01-17	501022967	Rev Cargo Cheque Devuelto SI	15.00
01-17	500146172	Rev Cargo Cheque Devuelto SI	15.00
01-17	500146162	Rev Cargo Cheque Devuelto SI	15.00
01-17	501032686	Rev Cargo Cheque Devuelto SI	15.00
01-17	501000763	Rev Cargo Cheque Devuelto SI	15.00
01-17	80170282411	TelePago Crédito XXXXXX5960	5,000.00
01-24	80245685121	TelePago Crédito XXXXXX5960	2,000.00
01-25	80250788341	TelePago Crédito XXXXXX5960	5,000.00
01-29	80293984561	TelePago Crédito XXXXXX5960	1,500.00



Desde:

30 de diciembre de 2017

Hasta:

31 de enero de 2018

BANKRUPTCY COURT

Página 2

Número de Cuenta

9286

VACA BRAVA OLD SAN JUAN LLC

**Depósitos (continuación)**

**Otros Créditos (continuación)**

Fecha	Referencia	Descripción	Cantidad
01-29	8026243/741	TelePago Xxxxxx5960 Crédito	1,000.00
01-29	500182066	Cheque Devuelto SF 4749	345.75
01-30	500182066	Rev Cargo Cheque Devuelto SF	15.00
01-30	011049823	Ajuste Realizado en Sucursal	3,000.00
01-31	80315994951	TelePago Xxxxxx5960 Transferencia de Fondos	1,000.00
<b>25 Total de otros depósitos</b>			<b>36,854.52</b>
<b>25 Total de depósitos</b>			<b>\$36,854.52</b>

**Retiros**

**Cheques Pagados**

Número de Cheque	Fecha	Referencia	Cantidad	Número de Cheque	Fecha	Referencia	Cantidad
04405	01-16	500146193	122.88	04663	01-04	500050885	158.74
04497	01-16	500146166	166.71	04664	01-12	500173986	100.31
04533	01-16	500146182	135.32	04665	01-02	500018228	109.26
04581	01-16	500146199	542.10	04666	01-02	500220022	763.39
04614	01-10	500033550	3.96	04668	01-16	500042279	503.50
04617	01-16	500146187	138.42	04669	01-12	500174012	223.90
04618	01-05	501015917	60.83	04670	01-16	500053751	374.64
04627	01-03	500103361	303.06	04671	01-19	501006840	203.60
04628	01-03	501028285	373.72	04672	01-12	500173961	462.39
04631	01-02	500243031	94.07	04673	01-12	500173981	367.68
04632	01-05	500128160	123.15	04674	01-16	500312354	133.71
04633	01-02	500178494	85.88	04675	01-17	500138217	114.91
04634	01-16	501022967	361.21	04676	01-16	500313748	114.22
04634	01-17	501022967	361.21	04677	01-16	500199176	10.40
04635	01-03	500044746	394.15	04678	01-12	500173955	119.29
04637	01-11	501006461	44.92	04679	01-17	500138223	124.98
04638	01-03	501003057	507.04	04680	01-16	500146162	180.39
04640	01-02	500120085	526.09	04680	01-17	500146162	180.39
04641	01-02	500015610	697.26	04681	01-23	501027086	132.93
04644	01-08	501000883	511.52	04683	01-12	500174033	218.97
04646	01-03	500102973	454.42	04684	01-16	501032686	181.93
04647	01-03	501028689	534.71	04684	01-17	501032686	181.93
04648	01-02	500235878	595.88	04685	01-12	500173989	139.29
04649	01-02	500248912	220.23	04686	01-16	501000763	513.47
04650	01-02	500015628	1,084.60	04686	01-17	501000763	513.47
04653	01-03	500101185	632.81	04687	01-16	500322506	362.81
04654	01-02	500235835	810.33	04688	01-12	500173963	568.55
04655	01-10	500033552	10.42	04689	01-17	501010576	108.88
04656	01-09	501005781	106.78	04690	01-12	500173956	560.33
04657	01-05	500128450	87.01	04691	01-12	500173958	451.01
04658	01-16	500146172	181.77	04692	01-16	500304052	694.40
04658	01-17	500146172	181.77	04693	01-16	500051868	990.78
04659	01-05	501015918	85.23	04695	01-12	500173957	869.80



Desde: 30 de diciembre de 2017

Hasta: 31 de enero de 2018

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BANKRUPTCY COURT

Página 3  
Número de Cuenta  
**9286**

VACA BRAVA OLD SAN JUAN LLC

**Retiros (continuación)**

**Cheques Pagados**

Número de Cheque	Fecha	Referencia	Cantidad	Número de Cheque	Fecha	Referencia	Cantidad
04696	01-12	500174022	486.57	04728	01-26	500154337	573.67
04697	01-12	500173960	455.78	04730	01-26	500154354	159.62
04698	01-24	500062825	686.22	04731	01-26	500154323	798.18
04699	01-12	500173959	643.26	04732	01-26	500154314	136.28
04700	01-12	500174030	681.39	04733	01-26	500154360	888.34
04701	01-12	500174025	300.31	04734	01-29	500037020	432.47
04702	01-16	500042260	1,084.60	04735	01-29	500039563	310.40
04705	01-17	500046517	847.63	04736	01-31	500115152	92.08
04707	01-16	500297086	609.66	04738	01-29	500039604	416.03
04708	01-17	500149516	807.60	04739	01-29	500035535	370.51
04709	01-16	500071150	184.47	04740	01-26	500154338	88.21
04711	01-31	500128501	658.78	04741	01-30	501031691	255.96
04713	01-29	500039605	1,028.14	04742	01-29	500212872	223.18
04714	01-29	500223840	97.94	04743	01-29	500208819	229.57
04715	01-26	500154353	106.31	04744	01-29	500210025	297.78
04717	01-26	500154355	137.53	04745	01-26	500154315	486.25
04719	01-26	500154356	438.64	04746	01-26	500154341	455.01
04722	01-29	500208806	667.48	04747	01-26	500154320	543.91
04723	01-30	500094365	418.58	04748	01-26	500154359	384.53
04724	01-26	500154346	256.41	04749	01-29	500182066	345.75
04727	01-26	500154316	689.37	04749	01-30	500182066	345.75
			<b>108 Cheques Pagados</b>				<b>\$40,393.86</b>

**Otros Débitos**

Fecha	Referencia	Descripción	Cantidad
01-16	501032686	Cargo Chqs Devueltos SF 5	75.00
01-17	501032686	Cargo Cheques Pagados SF 5	75.00
01-29	500210025	Cargo Cheque Pagado SF	15.00
01-29	500182066	Cargo Cheque Devuelto SF	15.00
01-30	500182066	Cargo Cheque Pagado SF	15.00
01-31		Cargo Finan por Sobregiro	0.07
<b>06 Total de otros retiros</b>			<b>\$195.07</b>
<b>114 Total de retiros</b>			<b>\$40,588.93</b>

**Cargos por Servicios**

Descripción	Cargos por Unidad	Cantidad
Mantenimiento Cheques		3.00
87 Transacciones en Exceso de 15	0.10	8.70
<b>Total de Cargos para este Periodo</b>		<b>\$11.70</b>
<b>Balance Final</b>		<b>\$2,059.32</b>

+ 11.77





**BANCO POPULAR**

Desde: 30 de diciembre de 2017

Hasta: 31 de enero de 2018

BANKRUPTCY COURT

Página 4 Número de Cuenta **9286**

VACA BRAVA OLD SAN JUAN LLC

**Historial de Balance Diario**

Fecha	Cantidad en Libro	Cantidad Disponible	Fecha	Cantidad en Libro	Cantidad Disponible
01-02	3,818.44	3,818.44	01-18	1,610.75	1,610.75
01-03	2,618.53	2,618.53	01-19	1,407.15	1,407.15
01-04	2,459.79	2,459.79	01-22	1,407.15	1,407.15
01-05	2,103.57	2,103.57	01-23	1,274.22	1,274.22
01-08	4,592.05	4,592.05	01-24	2,588.00	2,588.00
01-09	4,485.27	4,485.27	01-25	1,588.00	1,588.00
01-10	4,470.89	4,470.89	01-26	1,445.74	1,445.74
01-11	4,425.97	4,425.97	01-29	157.76	157.76
01-12	2,277.14	2,277.14	01-30	1,821.95	1,821.95
01-16	33.52	33.52	01-31	2,059.32	2,059.32
01-17	1,610.75	1,610.75			

Su balance mínimo durante este periodo fue: \$157.76-

Su cargo por financiamiento de sobregiro se calcula de la siguiente manera:

Tasa periódica diaria 0.000506849%	x	Días en sobregiro 1	x	Sobregiro promedio diario \$157.76	=	Cargo por financiamiento* \$0.07
---------------------------------------	---	------------------------	---	---------------------------------------	---	-------------------------------------

La tasa porcentual anual es 18.5000%  
\*Los cargos por financiamiento de sobregiro se presentan en la sección de Otros Débitos o en la sección de Cargos pendientes.

Su próximo estado será el 28 de febrero de 2018

**BANCO POPULAR.**

Número de Cuenta  
**011-819286**

**Información Contributiva para el 2017**

Ciente: VACA BRAVA OLD SAN JUAN LLC

Cargos por financiamiento de sobregiro \$8.51

**Mensajes de Interés**

PROTEGE TU CUENTA DE DÉBITOS FRAUDULENTOS CON LOS SERVICIOS DE POSITIVE PAY Y EPA. MIEMBRO FDIC. VISITA POPULAR.COM/NEGOCIOS/PREVENCIÓN-FRAUDE PARA MÁS INFORMACIÓN.

DE TENER ALGUNA PREGUNTA O IDENTIFICAR ALGÚN ERROR EN ESTE ESTADO DE CUENTA DEBE COMUNICARSE AL CENTRO DE BANCA DE NEGOCIOS AL 787-756-3939 O 1-855-756-3939 DENTRO DEL TÉRMINO ESTABLECIDO EN EL CONTRATO DE CUENTAS DE DEPÓSITO COMERCIALES.

00000001-15010000 010 928615

**ATTACHMENT 5B**  
**CHECK REGISTER - PAYROLL ACCOUNT**

Name of Debtor: Vaca Brava Old San Juan, LLC. Case Number: 15-9787

Reporting Period beginning: 01/01/2018 Period ending 01/31/2018

NAME OF BANK: BPPR BRANCH: Capital Center

ACCOUNT NAME: Vaca Brava Old San Juan, LLC.

ACCOUNT NUMBER: XXX-XX9286

PURPOSE OF ACCOUNT: PAYROLL

Account for all disbursements, including voids, lost payments, stop payment, etc. In the alternative, a computer generated check register can be attached to this report, provided all the information requested below is included.

DATE	CHECK NUMBER	PAYEE	PURPOSE	AMOUNT
1/12/18	4668	ALONDRA V. CARRILLO RIVERA	PAYROLL	503.50
1/12/18	4669	ANTONIO R. MERCADO SANCHEZ	PAYROLL	223.90
1/12/18	4670	EMMANUEL J. VIVES VALLEJO	PAYROLL	374.64
1/12/18	4671	NATALIA M. LUGO DIAZ	PAYROLL	203.60
1/12/18	4672	VALERIA PEREZ HERNANDEZ	PAYROLL	462.39
1/12/18	4673	YULISSA M. DIAZ MILLAN	PAYROLL	367.68
1/12/18	4674	ROSSEANE TAVAREZ COLON	PAYROLL	133.71
1/12/18	4675	STEPHANIE IRIZARRY COSME	PAYROLL	114.91
1/12/18	4676	ZAYIRA ROSADO ORTEGA	PAYROLL	114.22
1/12/18	4677	ABILIO VILLANUEVA ROSARIO	PAYROLL	10.40
1/12/18	4678	EDDIE W. PEREZ SANTIAGO	PAYROLL	119.29
1/12/18	4679	Gabriel A. Carrasco Ortiz	PAYROLL	124.98
1/12/18	4680	IRIS M. VAZQUEZ DIAZ	PAYROLL	180.39
1/12/18	4681	JEAN P. TORRES IRIZARRY	PAYROLL	132.93
1/12/18	4682	JESSE J. SANTIAGO COLON	PAYROLL	160.59
1/12/18	4683	Joel Santiago Rodríguez	PAYROLL	218.97
1/12/18	4684	YARINAYAN J. TAPIA PIZARRO	PAYROLL	181.93
1/12/18	4685	CRYSTAL SIERRA PAGAN	PAYROLL	139.29
1/12/18	4686	GLADYBEL LOPEZ LOPEZ	PAYROLL	513.47
<b>TOTAL</b>				<b>\$ 4,280.79</b>

**ATTACHMENT 5B - Continued**

**CHECK REGISTER - PAYROLL ACCOUNT**

Name of Debtor: Vaca Brava Old San Juan, LLC. Case Number: 15-9787

Reporting Period beginning: 01/01/2018 Period ending 01/31/2018

<u>DATE</u>	<u>CHECK NUMBER</u>	<u>PAYEE</u>	<u>PURPOSE</u>	<u>AMOUNT</u>
1/12/18	4687	LIS D. MATOS RIVERA	PAYROLL	362.81
1/12/18	4688	ANTHONY HERNANDEZ ROSADO	PAYROLL	568.55
1/12/18	4689	DAVID LEBRON CARRION	PAYROLL	108.88
1/12/18	4690	HECTOR L. MORALES RIVERA	PAYROLL	560.33
1/12/18	4691	JUAN R. ROSARIO HERNANDEZ	PAYROLL	451.01
1/12/18	4692	Luz A. Robles Gonzalez	PAYROLL	694.40
1/12/18	4693	Mariela Santiago Gil del Rub	PAYROLL	990.78
1/12/18	4694	IRIS M. VAZQUEZ DIAZ	PAYROLL	105.23
1/12/18	4695	RAFAEL COLON ALOMAR	PAYROLL	869.80
1/12/18	4696	DENNIS MORALES TORRES	PAYROLL	486.57
1/12/18	4697	ERNESTO MALDONADO GONZALEZ	PAYROLL	455.78
1/12/18	4698	GABRIEL A. HERNANDEZ CESTERO	PAYROLL	686.22
1/12/18	4699	GERARDO L. ORTIZ RODRIGUEZ	PAYROLL	643.26
1/12/18	4700	JONATHAN ORTIZ RODRIGUEZ	PAYROLL	681.39
1/12/18	4701	KARINA FERNANDEZ VAZQUEZ	PAYROLL	300.31
1/12/18	4702	CARLOS A. VEGA GALARZA	PAYROLL	1,084.60
1/12/18	4703	Juan C. Cintrón Berríos	PAYROLL	915.12
1/12/18	4704	LISANDRA HERNANDEZ OCASIO	PAYROLL	893.58
1/12/18	4705	MIGUEL A. SANTOS HERNANDEZ	PAYROLL	847.63
1/12/18	4707	ZORAIDA CORDERO RIVERA	PAYROLL	609.66
1/12/18	4708	HECTOR D. ORTIZ TORRES	PAYROLL	807.60
1/12/18	4709	Wilson Arvelo Maldonado	PAYROLL	184.47
1/16/18	Cargos BANCO S	CINCO CARGO CKS PAGAGO SF	PAYROLL	75.00
1/26/18	4710	Juan C. Cintrón Berríos	PAYROLL	872.04
1/26/18	4711	ZORAIDA CORDERO RIVERA	PAYROLL	658.78
1/26/18	4712	LISANDRA HERNANDEZ OCASIO	PAYROLL	872.04
1/26/18	4713	CARLOS A. VEGA GALARZA	PAYROLL	1,028.14
1/26/18	4714	Gabriel A. Carrasco Ortiz	PAYROLL	97.94
1/26/18	4715	EDDIE W. PEREZ SANTIAGO	PAYROLL	106.31
1/26/18	4716	JESSE J. SANTIAGO COLON	PAYROLL	140.48

SUB-TOTAL

\$ 17,158.71

**ATTACHMENT 5B - Continued**

**CHECK REGISTER - PAYROLL ACCOUNT**

Name of Debtor: Vaca Brava Old San Juan, LLC. Case Number: 15-9787

Reporting Period beginning: 01/01/2018 Period ending 01/31/2018

<u>DATE</u>	<u>CHECK NUMBER</u>	<u>PAYEE</u>	<u>PURPOSE</u>	<u>AMOUNT</u>
1/26/18	4717	Joel Santiago Rodríguez	PAYROLL	137.53
1/26/18	4718	IRIS M. VAZQUEZ DIAZ	PAYROLL	110.20
1/26/18	4719	EMMANUEL J. VIVES VALLEJO	PAYROLL	438.64
1/26/18	4720	GLADYBEL LOPEZ LOPEZ	PAYROLL	307.69
1/26/18	4721	LIS D. MATOS RIVERA	PAYROLL	194.78
1/26/18	4722	MIGUEL A. SANTOS HERNANDEZ	PAYROLL	667.48
1/26/18	4723	GABRIEL A. HERNANDEZ CESTER	PAYROLL	418.58
1/26/18	4724	CRYSTAL SIERRA PAGAN	PAYROLL	256.41
1/26/18	4725	JEAN P. TORRES IRIZARRY	PAYROLL	100.30
1/26/18	4726	ABILIO VILLANUEVA ROSARIO	PAYROLL	3.57
1/26/18	4727	RAFAEL COLON ALOMAR	PAYROLL	689.37
1/26/18	4728	ANTHONY HERNANDEZ ROSADO	PAYROLL	573.67
1/26/18	4730	DAVID LEBRON CARRION	PAYROLL	159.62
1/26/18	4731	HECTOR D. ORTIZ TORRES	PAYROLL	798.18
1/26/18	4732	Luz A. Robles Gonzalez	PAYROLL	136.28
1/26/18	4733	Mariela Santiago Gil del Rub	PAYROLL	888.34
1/26/18	4734	Wilson Arvelo Maldonado	PAYROLL	432.47
1/26/18	4735	YULISSA M. DIAZ MILLAN	PAYROLL	310.40
1/26/18	4736	STEPHANIE IRIZARRY COSME	PAYROLL	92.08
1/26/18	4737	NATALIA M. LUGO DIAZ	PAYROLL	196.20
1/26/18	4738	ANTONIO R. MERCADO SANCHEZ	PAYROLL	416.03
1/26/18	4739	VALERIA PEREZ HERNANDEZ	PAYROLL	370.51
1/26/18	4740	ZAYIRA ROSADO ORTEGA	PAYROLL	88.21
1/26/18	4741	YARINAYAN J. TAPIA PIZARRO	PAYROLL	255.96
1/26/18	4742	ROSSEANE TAVAREZ COLON	PAYROLL	223.18
1/26/18	4743	KARINA FERNANDEZ VAZQUEZ	PAYROLL	229.57
1/26/18	4744	ERNESTO MALDONADO GONZALE	PAYROLL	297.78
1/26/18	4745	HECTOR L. MORALES RIVERA	PAYROLL	486.25
1/26/18	4746	GERARDO L. ORTIZ RODRIGUEZ	PAYROLL	455.01
1/26/18	4747	JONATHAN ORTIZ RODRIGUEZ	PAYROLL	543.91
<b>SUB-TOTAL</b>				<b>\$ 10,278.20</b>



**ATTACHMENT 5B - Continued**

**CHECK REGISTER - PAYROLL ACCOUNT**

Name of Debtor: Vaca Brava Old San Juan, LLC. Case Number: 15-9787

Reporting Period beginning: 01/01/2018 Period ending 01/31/2018

<u>DATE</u>	<u>CHECK NUMBER</u>	<u>PAYEE</u>	<u>PURPOSE</u>	<u>AMOUNT</u>
		NONE		
SUB-TOTAL				\$ <u>    -    </u>



**ATTACHMENT 4C**

**MONTHLY SUMMARY OF BANK ACTIVITY - TAX ACCOUNT**

Name of Debtor: Vaca Brava Old San Juan, LLC. Case Number: 15-9787

Reporting Period beginning: 01/01/2018 Period ending 01/31/2018

Account for all disbursements, including voids, lost payments, stop payment, etc. In the alternative, a computer generated check register can be attached to this report, provided all the information requested below is included.

NAME OF BANK: BPPR BRANCH: Popular Center, Hato Rey, PR

ACCOUNT NAME: Vaca Brava Old San Juan, LLC. ACCOUNT NUMBER: XXX-XX5979

PURPOSE OF ACCOUNT: TAX

Ending Balance per Bank Statement	\$ 901.26
Plus Total Amount of Outstanding Deposits	<u>-</u>
Minus Total Amount of Outstanding Checks and other debits	<u>(12,383.58) *</u>
Minus Service Charges	<u>-</u>
Ending Balance per Check Register	<u>\$ (11,482.32) ***(a)</u>

\*Debit cards are used by None

\*\*If Closing Balance is negative, provide explanation: \_\_\_\_\_

The following disbursements were paid in Cash: (  Check here if cash disbursements were authorized by United States Trustee)

Date	Amount	Payee	Purpose	Reason for Cash Disbursement from this account
_____	_____	_____	_____	None
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

The following non-payroll disbursements were made from this account:

Date	Amount	Payee	Purpose	Reason for Cash Disbursement from this account
_____	_____	_____	_____	None
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

(a)The total of this line on Attachment 4A, 4B and 4C plus the total of 4D must equal the amount reported as "Ending Balance" on Schedule of Receipts and Disbursements (Page MOR-2, Line 7).



**VACAVIA OLD SAN JUAN, LLC**  
**Account Reconciliation**  
**As of Jan 31, 2018**  
**104-70 - BPPR-taxes #011-825979**  
**Bank Statement Date: January 31, 2018**

Filter Criteria includes: Report is printed in Detail Format.

Beginning GL Balance		(1,306.36)
Add: Cash Receipts		
Less: Cash Disbursements		(6,421.62)
Add (Less) Other		(3,754.34)
Ending GL Balance		(11,482.32)
Ending Bank Balance		901.26
Add back deposits in transit		
Total deposits in transit		
(Less) outstanding checks		
Dec 26, 2017 1028	(5,419.96)	
Jan 30, 2018 1029	(54.23)	
Jan 30, 2018 1035	(3,792.27)	
Jan 30, 2018 1036	(355.59)	
Jan 30, 2018 1037	(2,219.53)	
Total outstanding checks		(11,841.58)
Add (Less) Other		
Dec 19, 2017 Pay Ivu Mun-	(542.00)	
Total other		(542.00)
Unreconciled difference		0.00
Ending GL Balance		(11,482.32)



Estado Bancario  
 Desde: 30 de diciembre de 2017  
 Hasta: 31 de enero de 2018

VACA BRAVA OLD SAN JUAN LLC <sup>784</sup>  
 DIP 15 0978711 TAXES  
 HC 2 BOX 6878  
 BARRANQUITAS PR 00794-9712

BANKRUPTCY COURT

Página 1  
 Número de Cuenta  
**5979**

VACA BRAVA OLD SAN JUAN LLC

## Resumen de su Cuenta

### Cheques

Balance Inicial		\$4,655.60
06 Depósitos	+	18,230.00
09 Retiros	-	21,981.34
Cargos por Servicios	-	3.00
<b>Balance Final</b>		<b>\$901.26</b>

Recibe GRATIS en tu correo electrónico tu Estado de Cuenta comercial!!! Llame al 787-756-3939 ó 1-855-756-3939.

Ahora TeleBanco Comercial es el nuevo Centro de Banca de Negocios y nuestro nuevo número es el 787-756-3939 ó 1-855-756-3939.

CENTRO DE BANCA DE NEGOCIOS le ofrece la forma más rápida y eficiente de obtener información de sus cuentas comerciales y servicios relacionados sin tener que visitar la sucursal.

Usted puede obtener información de:

- Balance en sus cuentas
- Productos y servicios comerciales
- Préstamos Comerciales
- Soluciones de crédito
- Todo tipo de reclamaciones
- Apoyo técnico en los servicios

## Detalle de la actividad de su Cuenta

**Cheques** Balance inicial \$4,655.60

### Depósitos

#### Otros Créditos

Fecha	Referencia	Descripción	Cantidad
01-03	80030207381	TelePago Crédito Xxxxxx5960	3,500.00
01-08	80084081961	TelePago Crédito Xxxxxx5960	3,500.00
01-16	80165364361	TelePago Crédito Xxxxxx5960	4,300.00
01-22	80224371701	TelePago Crédito Xxxxxx5960	2,280.00
01-23	80234995441	TelePago Crédito Xxxxxx5960	650.00
01-24	80245683011	TelePago Crédito Xxxxxx5960	4,000.00
<b>06 Total de otros depósitos</b>			<b>18,230.00</b>
<b>06 Total de depósitos</b>			<b>\$18,230.00</b>

### Retiros

#### Otros Débitos

Fecha	Referencia	Descripción	Cantidad
01-02	2009268995	Pago IRS Usatxpymt Xxxxxx3549	3,709.74
01-04	3010098973	Pago IRS Usatxpymt Xxxxxx2885	3,466.93
01-09	8001210270	Pago IRS Usatxpymt Xxxxxx6853	3,492.52
01-16	16003283948	Pago IRS Usatxpymt Xxxxxx2967	255.47
01-16	16003677762	Pago Municipio de San Munsanjua Xxxxxx8015	4,236.25



**BANCO POPULAR.**

Desde:

30 de diciembre de 2017

Hasta:

31 de enero de 2018

BANKRUPTCY COURT

Página 2

Número de Cuenta

5979

VACA BRAVA OLD SAN JUAN LLC

**Retiros (continuación)**

*Otros Débitos (continuación)*

Fecha	Referencia	Descripción	Cantidad
01-19	80192304891	TelePago Xxxxxx5960 Transferencia a Cuenta Cheques	650.00
01-23	22005372433	Pago Xxxxxx8032 Dept de Hacienda Pago Ivu	2,130.76
01-23	23005633611	Pago Xxxxxx0095 Municipio de San Msjivu	291.77
01-25	24005863882	Pago Xxxxxx2539 IRS Usataxpymt	3,747.90
<b>09 Total de otros retiros</b>			<b>\$21,981.34</b>
<b>09 Total de retiros</b>			<b>\$21,981.34</b>

**Cargos por Servicios**

Descripción	Cargos por Unidad	Cantidad
Mantenimiento Cheques		3.00
00 Transacciones en Exceso de 0	0.00	0.00
<b>Total de Cargos para este Periodo</b>		<b>\$3.00</b>
<b>Balance Final</b>		<b>\$901.26</b>

**Historial de Balance Diario**

Fecha	Cantidad en Libro	Cantidad Disponible	Fecha	Cantidad en Libro	Cantidad Disponible
01-02	945.86	945.86	01-18	794.69	794.69
01-03	4,445.86	4,445.86	01-19	144.69	144.69
01-04	978.93	978.93	01-22	2,424.69	2,424.69
01-05	978.93	978.93	01-23	652.16	652.16
01-08	4,478.93	4,478.93	01-24	4,652.16	4,652.16
01-09	986.41	986.41	01-25	904.26	904.26
01-10	986.41	986.41	01-26	904.26	904.26
01-11	986.41	986.41	01-29	904.26	904.26
01-12	986.41	986.41	01-30	904.26	904.26
01-16	794.69	794.69	01-31	901.26	901.26
01-17	794.69	794.69			

Su balance mínimo durante este periodo fue: \$144.69

Su próximo estado será el 28 de febrero de 2018



Desde:

30 de diciembre de 2017

Hasta:

31 de enero de 2018

BANKRUPTCY COURT

Página 3

Número de Cuenta

**5979**

VACA BRAVA OLD SAN JUAN LLC

**Mensajes de Interés**

PROTEGE TU CUENTA DE DÉBITOS FRAUDULENTOS CON LOS  
SERVICIOS DE POSITIVE PAY Y EPA. MIEMBRO FDIC.  
VISITA POPULAR.COM/NEGOCIOS/PREVENCIÓN-FRAUDE  
PARA MÁS INFORMACIÓN.

DE TENER ALGUNA PREGUNTA O IDENTIFICAR ALGÚN ERROR EN ESTE ESTADO DE CUENTA DEBE  
COMUNICARSE AL CENTRO DE BANCA DE NEGOCIOS AL 787-756-3939 O 1-855-756-3939 DENTRO DEL  
TÉRMINO ESTABLECIDO EN EL CONTRATO DE CUENTAS DE DEPÓSITO COMERCIALES.

**ACHMENT 5C**  
**MASTER - TAX ACCOUNT**

Name of Debtor: Vaca Brava Old San Juan, LLC. Case Number: 15-9787  
 Reporting Period beginning: 01/01/2018 Period ending 01/31/2018  
 NAME OF BANK: BPPR BRANCH: Old San Juan  
 ACCOUNT NAME: Vaca Brava Old San Juan, LLC. ACCOUNT NUMBER: XXX-XX5979  
 PURPOSE OF ACCOUNT: TAX

Account  
 for all  
 disbursements

DATE	CHECK NUMBER	PAYEE	PURPOSE	AMOUNT
01/02/18	Pago Seg Soc	& PAGO SEG SOC & MEDICARE RETENIDO DE NOMINA DEL 1-DEC-17		3,709.74
01/04/18	Pago Seg Soc	& PAGO SEG SOC & MEDICARE RET DE NOMINA DEL 13-DEC-17		3,466.93
01/09/18	Pago Seg Soc	& PAGO SEG SOC & MEDICARE RET DE NOMINA DEL 15-DEC-17		3,492.52
01/16/18	Pay Patente 2do	PAGO PATENTE 2DO SEMESTRE 2017-2018		4,236.25
01/17/18	Pago FUTA 4Q	PAGO FUTA 4Q2017		255.47
01/19/18	TRANF A OPE	TRANF A OPERACIONES		650.00
01/20/18	Pag IVU Est-Di	PAGO IVU ESTATAL 10.5%- DIC 2017		2,130.76
01/21/18	Pago IVU Mun-	PAGO IVU MUNICIPAL 1%- DIC 2017		291.77
01/25/18	Pago IVU Mun-	PAGO SEG SOC & MEDICAREE RET DE NOMINA DEL 12-ENE-18		3,747.90
01/30/18	1036	SECRETARIO DE HACIENDA		355.59
01/30/18	1037	SECRETARIO DE HACIENDA		2,219.53
01/30/18	1029	UNITED STATES TREASURY		54.23
01/30/18	1035	UNITED STATES TREASURY		3,792.27
01/31/18	01/31/18	Service Charge		3.00
<b>TOTAL</b>				<b>\$ 28,405.96</b>

**RECAPITULATION OF TAXES PAID**

Payroll Taxes Paid	\$ 20,838.71	( a )
Sales & Use Taxes Paid	2,422.53	( b )
Other Taxes Paid	5,144.72	( c )
<b>TOTAL</b>	<b>\$ 28,405.96</b>	<b>( d )</b>

- (a) This number is reported in the "Current Month" column of Schedule of Receipts and Disbursements (Page MOR-2, Line 5O).
- (b) This number is reported in the "Current Month" column of Schedule or Receipts and Disbursements (Page MOR-2, Line 5P).
- (c) This number is reported in the "Current Month" column of Schedule of Receipts and Disbursements (Page MOR-2, Line 5Q).
- (d) These two lines must be equal.

**ATTACHMENT 4D**

**INVESTMENT ACCOUNTS AND PETTY CASH REPORT**

**INVESTMENT ACCOUNTS**

Each savings and investment account, i.e. certificates of deposits, money market accounts, stocks and bonds, etc., should be listed separately. Attach copies of account statements.

Type of Negotiable

NONE				Current
Instrument	Face Value	Purchase Price	Date of Purchase	Market Value
_____	_____	_____	_____	\$ -
_____	_____	_____	_____	-
_____	_____	_____	_____	-
<b>TOTAL</b>				<b>\$ - (a)</b>

**PETTY CASH REPORT**

The following Petty Cash Drawers/Accounts are maintained:

Location of Box/Account	(Column 2) Maximum Amount of Cash in Drawer/Acct.	(Column 3) Amount of Petty Cash On Hand At End of Month	(Column 4) Difference between (Column 2) and (Column 3)
1st floor Bar	\$ 200.00	\$ 200.00	\$ -
_____	_____	_____	_____
_____	_____	_____	_____
<b>TOTAL</b>		<b>\$ 200.00 (b)</b>	

**For any Petty Cash Disbursements over \$100 per transaction, attach copies of receipts. If there are no receipts, provide an explanation \_\_\_\_\_**

<b>TOTAL INVESTMENT ACCOUNTS AND PETTY CASH(a + b)</b>	<b>\$ 200.00</b>
--	------------------

(c)The total of this line on Attachment 4A, 4B and 4C plus the total of 4D must equal the amount reported as "Ending Balance" on Schedule of Receipts and Disbursements (Page MOR-2, Line 7).

**ATTACHMENT 6**

**MONTHLY TAX REPORT**

Name of Debtor: Vaca Brava Old San Juan, LLC. Case Number: 15-9787

Reporting Period beginning: 01/01/2018 Period ending 01/31/2018

**TAXES OWED AND DUE**

Report all unpaid post-petition taxes including Federal and State withholding FICA, State sales tax, property tax, unemployment tax, State workmen's compensation, etc.

<b>Name of Taxing Authority</b>	<b>Date Payment Due</b>	<b>Description</b>	<b>Amount</b>	<b>Date Last Tax Return Filed</b>	<b>Tax Return Period</b>
IRS	2/15/2018	941 PR	14,905.24	12/31/2017	3/31/2018
DEPT HAC	2/15/2018	499	2,219.00	12/31/2017	3/31/2018
TOTAL			<u>\$ 17,124.24</u>		

**ATTACHMENT 7**

**SUMMARY OF OFFICER OR OWNER COMPENSATION**  
**SUMMARY OF PERSONNEL AND INSURANCE COVERAGES**

Name of Debtor: Vaca Brava Old San Juan, LLC. Case Number: 15-9787

Reporting Period beginning: 01/01/2018 Period ending 01/31/2018

Report all forms of compensation received by or paid on behalf of the Officer or Owner during the month. Include car allowances, payments to retirement plans, loan repayments, payments of Officer/Owner's personal expenses, insurance premium payments, etc. Do not include reimbursement for business expenses Officer or Owner incurred and for which detailed receipts are maintained in the accounting records.

<u>Name of Officer or Owner</u>	<u>Title</u>	<u>Payment Description</u>	<u>Amount Paid</u>
Juan Carlos Cintron Berrios	President	Salary	2,000.00
Juan Carlos Cintron Berrios	President	Motor vehicle	975.84
Lissandra Hernandez Ocasio	Sec/Tes	Salary	2,000.00
Lissandra Hernandez Ocasio	Sec/Tes	Life insurance	133.49
Lissandra Hernandez Ocasio	Sec/Tes	Telephone	173.32
Lissandra Hernandez Ocasio	Sec/Tes	Health insurance	287.00

**PERSONNEL REPORT**

	<u>Full Time</u>	<u>Part Time</u>
Number of employees at beginning of period	12	30
Number hired during the period	-	-
Number terminated or resigned during period	-	-
Number of employees on payroll at end of period	12	30

**CONFIRMATION OF INSURANCE**

List all policies of insurance in effect, including but not limited to workers' compensation, liability, fire, theft, comprehensive, vehicle, health and life. For the first report, attach a copy of the declaration sheet for each type of insurance. For subsequent reports, attach a certificate of insurance for any policy in which a change occurs during the month (new carrier, increased policy limits, renewal, etc.).

<u>Agent and/or Carrier</u>	<u>Phone Number</u>	<u>Policy Number</u>	<u>Coverage Type</u>	<u>Expiration Date</u>	<u>Date Premium Due</u>
Multinational Ins. Company	787-758-0909	CLP-0308585	Commercial	10/31/2018	2/15/2018

**The following lapse in insurance coverage occurred this month:**

<u>Policy Type</u>	<u>Date Lapsed</u>	<u>Date Reinstated</u>	<u>Reason for Lapse</u>
		N / A	

Check here if U. S. Trustee has been listed as Certificate Holder for all insurance policies.





VACA BRAVA OLD SAN JUAN, LLC.

Case No. 15-09787 (MCF)

SUMMARY OF MONTHLY OPERATING REPORTS FROM DECEMBER 10, 2015 TO JANUARY 31, 2018

	Dec-15	Jan-16	Feb-16	Mar-16	Apr-16	May-16	Jun-16	Jul-16	Aug-16
<b>FUNDS AT BEGINNING OF PERIOD</b>	1,587	(5,674)	9,041	11,126	14,924	18,692	21,985	22,769	31,513
<b>RECEIPTS:</b>									
A. Cash Sales	121,301	196,582	113,657	143,131	134,370	142,001	131,368	192,516	141,462
Minus: Cash Refunds	0	0	0	0	0	0	0	0	0
Net Cash Sales	0	0	0	0	0	0	0	0	0
B. Accounts Receivable	0	0	0	0	0	0	0	0	0
C. Other Receipts (See MOR-3)	0	0	6,459	419	315	153	9	2,451	1,864
<b>TOTAL RECEIPTS</b>	121,301	196,582	120,116	143,550	134,685	142,154	131,377	194,966	143,326
<b>DISBURSEMENTS</b>									
A. Advertising	73	2,298	682	997	625	885	427	2,167	1,935
B. Bank Charges	1,493	3,954	1,668	2,560	1,955	2,097	1,807	2,976	2,648
C. Contract Labor	40,909	45,117	37,424	37,776	39,575	37,085	38,064	64,749	43,228
D. Fixed Asset Payments (not incl. in "N")	0	0	0	0	0	0	0	0	0
E. Insurance	1,322	5,207	1,764	1,043	1,040	1,044	1,044	3,044	142
F. Inventory Payments (See Attach. 2)	43,910	62,657	38,537	55,385	51,844	55,270	49,147	62,614	60,430
G. Leases	0	0	0	0	0	0	0	0	0
H. Manufacturing Supplies	0	0	0	0	0	0	0	0	0
I. Office Supplies	1,865	83	178	416	1,501	0	397	0	171
J. Payroll - Net (See Attachment 4B)	0	0	0	0	0	0	0	0	0
K. Professional Fees (Accounting & Legal)	9,045	875	0	3,273	1,375	1,639	3,334	3,899	2,150
L. Rent	0	20,000	10,000	10,000	10,107	10,107	10,107	10,107	10,107
M. Repairs & Maintenance	1,249	2,129	1,829	2,904	746	8,961	4,609	1,591	4,864
N. Secured Creditor Payments (See Attach. 2)	0	0	0	0	0	0	0	0	0
O. Taxes Paid - Payroll (See Attachment 4C)	8,658	7,020	5,547	5,710	5,855	5,313	5,195	9,259	5,524
P. Taxes Paid - Sales & Use (See Attachment 4C)	0	0	0	0	46	215	0	36	26
Q. Taxes Paid - Other (See Attachment 4C)	0	0	0	0	0	2,500	0	6,349	7,458
R. Telephone	504	0	566	145	147	420	686	204	418
S. Travel & Entertainment	0	0	0	0	143	0	0	0	0
Y. U.S. Trustee Quarterly Fees	0	500	325	0	0	0	0	4,875	4,875
U. Utilities	17,314	20,717	12,780	7,035	7,809	7,912	7,713	7,575	9,036
V. Vehicle Expenses	20	2,686	1,161	2,720	2,761	2,296	1,185	920	1,240
W. Other Operating Expenses (See MOR-3)	2,198	8,624	5,570	9,788	5,387	3,118	6,878	5,859	7,597
<b>TOTAL DISBURSEMENTS</b>	128,561	181,867	118,031	139,752	130,917	138,861	130,592	186,223	161,849
<b>ENDING BALANCE</b>	<b>\$ (5,674)</b>	<b>\$ 9,041</b>	<b>\$ 11,126</b>	<b>\$ 14,924</b>	<b>\$ 18,692</b>	<b>\$ 21,985</b>	<b>\$ 22,769</b>	<b>\$ 31,513</b>	<b>\$ 12,989</b>

VACA BRAVA OLD SAN JUAN, LLC.  
 Case No. 15-09787 (MCF)  
 SUMMARY OF MONTHLY OPERATING REPORTS

	MONTHS											
	Sep-16	Oct-16	Nov-16	Dec-16	Jan-17	Feb-17	Mar-17	Apr-17	May-17	Jun-17	Jul-17	Aug-17
<b>FUNDS AT BEGINNING OF PERIOD</b>	12,989	9,013	14,960	21,850	9,125	17,495	11,828	7,534	7,229	(6,282)	(16,914)	9,666
<b>RECEIPTS:</b>												
A. Cash Sales	125,507	104,471	108,146	133,041	144,953	126,788	145,426	142,014	174,119	178,088	219,673	196,071
Minus: Cash Refunds	-	-	-	-	-	-	-	-	-	-	-	-
Net Cash Sales	-	-	-	-	-	-	-	-	-	-	-	-
B. Accounts Receivable	-	-	-	-	-	-	-	-	-	-	-	-
C. Other Receipts (See MOR-3)	(163)	50	35	27,856	34,705	4,000	-	-	3,700	8,414	-	(74)
<b>TOTAL RECEIPTS</b>	125,344	104,521	108,181	160,897	179,658	130,788	145,426	142,014	177,819	186,502	219,673	195,997
<b>DISBURSEMENTS</b>												
A. Advertising	928	84	221	-	1,358	3,800	2,523	-	8,909	2,673	2,842	5,827
B. Bank Charges	1,895	1,356	1,136	1,997	557	1,163	769	1,569	2,608	1,949	5,928	3,464
C. Contract Labor	37,185	35,286	32,351	-	-	-	-	-	-	-	-	-
D. Fixed Asset Payments (not incl. in "N")	-	-	-	-	-	-	-	-	-	-	-	-
E. Insurance	1,133	1,308	-	1,308	1,308	1,308	1,308	3,118	1,316	1,316	3,316	151
F. Inventory Payments (See Attach. 2)	59,733	35,664	39,996	52,133	40,397	50,563	57,620	47,321	71,885	72,203	87,065	84,325
G. Leases	-	-	-	-	-	-	-	-	-	-	-	-
H. Manufacturing Supplies	-	-	-	-	-	-	-	-	-	-	-	-
I. Office Supplies	408	551	-	-	804	1,246	229	1,240	735	598	5,465	275
J. Payroll - Net (See Attachment 4B)	3,676	-	-	55,483	39,580	36,200	40,124	38,887	48,119	66,285	46,678	48,425
K. Professional Fees (Accounting & Legal)	10,107	1,335	1,250	-	2,283	-	-	318	1,433	650	3,633	1,584
L. Rent	808	-	107	5,107	7,657	8,461	7,161	107	348	7,538	7,530	6,474
M. Repairs & Maintenance	-	466	1,332	-	1,688	441	7,993	2,783	5,892	5,050	4,230	6,984
N. Secured Creditor Payments (See Attach. 2)	-	-	-	-	-	-	-	-	-	-	-	-
O. Taxes Paid - Payroll (See Attachment 4C)	4,510	8,913	4,400	-	10,381	6,013	9,040	9,694	9,154	9,502	6,311	8,046
P. Taxes Paid - Sales & Use (See Attachment 4C)	26	-	-	-	23,061	14,389	13,421	16,186	17,283	-	-	28,123
Q. Taxes Paid - Other (See Attachment 4C)	-	-	12,259	10,867	-	1,000	2,000	-	1,909	4,236	46	-
R. Telephone	418	395	146	507	341	244	817	196	443	634	561	327
S. Travel & Entertainment	-	-	-	-	-	-	-	-	-	-	-	-
Y. U.S. Trustee Quarterly Fees	-	-	-	-	-	-	-	9,767	18	-	-	4,875
U. Utilities	700	6,935	1,580	-	2,463	1,696	1,013	2,000	3,198	7,993	7,558	8,102
V. Vehicle Expenses	2,042	-	1,547	774	774	774	774	774	819	851	816	946
W. Other Operating Expenses (See MOR-3)	5,752	6,283	4,967	45,447	38,638	9,157	4,928	8,362	17,260	15,656	11,115	10,723
<b>TOTAL DISBURSEMENTS</b>	129,320	98,574	101,291	173,622	171,288	136,455	149,719	142,320	191,330	197,134	193,093	218,653
<b>ENDING BALANCE</b>	\$ 9,013	\$ 14,960	\$ 21,850	\$ 9,125	\$ 17,495	\$ 11,828	\$ 7,534	\$ 7,229	\$ (6,282)	\$ (16,914)	\$ 9,666	\$ (12,990)

VACA BRAVA OLD SAN JUAN, LLC.  
Case No. 15-09787 (MCF)  
SUMMARY OF MONTHLY OPERATING REPORTS

	Sep-17	Oct-17	Nov-17	Dec-17	Jan-18	Accumulated
<b>FUNDS AT BEGINNING OF PERIOD</b>	(12,990)	(5,900)	(4,049)	(12,078)	2,072	1,587
<b>RECEIPTS:</b>						
A. Cash Sales	86,064	99,165	148,922	192,927	162,908	3,804,671
Minus: Cash Refunds	-	-	-	-	-	-
Net Cash Sales	-	-	-	-	-	-
B. Accounts Receivable	-	-	-	-	-	-
C. Other Receipts (See MOR-3)	(16)	83	378	8,538	4,152	103,327
<b>TOTAL RECEIPTS</b>	<b>86,048</b>	<b>99,247</b>	<b>149,300</b>	<b>201,465</b>	<b>167,060</b>	<b>3,907,998</b>
<b>DISBURSEMENTS</b>						
A. Advertising	648	1,289	1,045	2,881	3,359	48,478
B. Bank Charges	1,762	235	1,615	2,427	3,958	55,545
C. Contract Labor	-	-	-	-	-	488,750
D. Fixed Asset Payments (not incl. in "N")	-	-	-	-	-	-
E. Insurance	151	151	3,584	1,393	7,105	44,927
F. Inventory Payments (See Attach. 2)	19,619	64,132	67,660	77,919	75,738	1,483,765
G. Leases	-	-	-	-	-	-
H. Manufacturing Supplies	-	-	-	-	-	-
I. Office Supplies	293	226	1,151	299	616	18,745
J. Payroll - Net (See Attachment 4B)	35,345	9,579	36,847	73,689	37,790	616,706
K. Professional Fees (Accounting & Legal)	780	800	12,078	286	205	62,330
L. Rent	107	8,012	8,436	1,880	29,467	189,732
M. Repairs & Maintenance	3,725	2,923	3,723	8,734	5,843	90,686
N. Secured Creditor Payments (See Attach. 2)	-	-	-	-	-	-
O. Taxes Paid - Payroll (See Attachment 4C)	4,727	892	4,410	10,971	5,825	170,870
P. Taxes Paid - Sales & Use (See Attachment 4C)	-	-	61	-	23	112,895
Q. Taxes Paid - Other (See Attachment 4C)	1,275	-	-	-	4,236	54,135
R. Telephone	541	266	145	55	763	9,891
S. Travel & Entertainment	-	-	-	-	-	143
Y. U.S. Trustee Quarterly Fees	-	-	4,875	-	4,875	34,986
U. Utilities	7,021	1,652	-	-	-	149,802
V. Vehicle Expenses	976	10	892	28	774	28,557
W. Other Operating Expenses (See MOR-3)	1,989	7,229	10,807	6,753	7,362	267,449
<b>TOTAL DISBURSEMENTS</b>	<b>78,958</b>	<b>97,397</b>	<b>157,329</b>	<b>187,314</b>	<b>187,939</b>	<b>3,928,392</b>
<b>ENDING BALANCE</b>	<b>\$ (5,900)</b>	<b>\$ (4,049)</b>	<b>\$ (12,078)</b>	<b>\$ 2,072</b>	<b>\$ (18,807)</b>	<b>\$ (18,807)</b>