

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

IN RE:

REBUS CORP.

a/k/a BARANDA LÓPEZ INC

DEBTOR

CASE NO. 16 – 02891 – BKT11

CHAPTER 11

AMENDED DISCLOSURE STATEMENT OF REBUS CORP. DATED JUNE 30, 2016

Filed by: REBUS CORP.

Date: December 5, 2016

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I. INTRODUCTION

This is the Amended Disclosure Statement (the “Disclosure Statement”) in the Chapter 11 Bankruptcy Case of REBUS CORP. (“Debtor” or “the Debtor”). This Amended Disclosure Statement contains information about the Debtor and describes the Plan of Reorganization (the “Plan”) filed by Debtor on even date. A full copy of the Amended Plan is attached to this Amended Disclosure Statement as **Exhibit A**.

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

A. Purpose of this Document

This Disclosure Statement describes:

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

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

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

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

1. *Time and Place of the Hearing to finally approve this Disclosure Statement and Confirm the Plan will be fixed by the Court and shall be notified to all creditors and parties in interest. Creditors and parties in interest will be allowed a term to file any objections to the approval of this Disclosure Statement and to the confirmation of the Plan. It is of paramount importance to take notice of the deadlines fixed by the Court to be included in the order granting a preliminary approval of the Disclosure Statement that will be notified to all creditors and parties in interest.*

The time and place of the Hearing to finally approve this Disclosure Statement and Confirm the Plan will be fixed by the Court and the order will be notified to all creditors and parties in interest.

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

If you are entitled to vote to accept or reject the Plan, vote on the enclosed ballot and return the ballot in the enclosed envelope to the following mailing address:

*Homel A. Mercado Justiniano, Esq.
Calle Ramírez Silva # 8
Ensanche Martínez
Mayagüez, PR 00680
Email: hmjlaw2@gmail.com*

See Section IV.A below for a discussion of voting eligibility requirements. Your ballot must be received by the date fixed by the Court; otherwise it will not be counted.

3. *As previously stated, the Court will fix a deadline for objecting to the adequacy of the Disclosure Statement and to the 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 Debtor's attorney at the mailing address previously disclosed by the date fixed by the Court.

4. *The identity of the person to contact for more information is Debtors' attorney whose name, telephone number and contact information is hereby disclosed and whose mailing address has been previously provided:*

Homel A. Mercado Justiniano, Esq.

Tel. (787) 831 – 2577

Fax: (787) 805 – 7350

E-mail: hmjlaw2@gmail.com

II. BACKGROUND

A. Description and History of the Debtor's Business

The Debtor REBUS CORP. was formerly known as Baranda Lopez Inc. and it was registered as a for profit corporation in October of 2003. This corporation is a domestic corporation pursuant to the laws of the Commonwealth of Puerto Rico with the registration number 139522. On April 8, 2016 the corporate name was changed to REBUS CORP.

This corporation bought a real property consisting of: Commercial Property located at 816 Fernández Juncos Ave., Miramar Sector in San Juan PR. Property measures 1,126.44 square meters. Property Numbered 5320, Registered at Page 202 of Book 380 of the Registry of Property of San Juan PR, in May of 2005. This property consists of a gas station facility with mini-market space, car repair space and car wash facility. Originally the debtor operated the gas station and later it was rented to independent gas station operators. Finally in October 10 of 2013 the debtor leased this gas station for a term of 15 years to PUMA ENERGY CARIBE LLC ("PUMA"). This lease was executed in deed numbered twenty (20) before public notary Odemaris Chacon Varona on October 10 of 2013. PUMA, the lessee, agreed to pay the amount of \$7,000.00 monthly for the leased facilities with a yearly increment of 3%. PUMA operates and/or chooses who operates the facility and the Debtor has no relationship with the operation of the gas station. Debtor's only source of income is the monthly lease payment. The lessee provides insurance and maintains the facility.

On October 2013 the Debtor and Banco Popular de Puerto Rico (as successor of Westernbank) reached an agreement to settle the debt owed to Banco Popular with the amount of \$770,000 which was to be paid in 17 monthly payments of \$5,000 and a last payment of \$680,000.00. The debtor completed the 17 monthly payments and keep paying the \$5,000 monthly payment up to December of 2015. A total of \$130,000 was paid to Banco Popular but the debtor was unable to obtain a financing to paid the lump sum owed. The creditor, Banco Popular initiated foreclosure procedures and the debtor filed for a Chapter 11 Case. The Debtor proposes to pay a discounted payment of \$450,000 in a lump sum that will come from a financing and private funds from debtor's principal. The Debtor also proposes to pay unsecured creditors as per debtor's liquidation value and to pay any priority creditors.

B. Insiders

1. Isidro Baranda (stock holder of 100% of outstanding stock)

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

1. Before the Bankruptcy Case 16 – 02891 – BKT11 was filed, Isidro Baranda was managing all affairs as President.
2. Since April 8, 2016, Pedro Martínez is the President and manages all affairs of the Debtor.

D. Events Leading to Chapter 11 Bankruptcy Petition

1. The event that led to the filing of this case was the foreclosure procedure and public sale notice from Banco Popular over debtor's real property.

E. Significant Event During the Bankruptcy Case

1. *Employment of Professionals:*

- a. On April 28, 2016 Debtor filed an Application for the Employment of Homel A Mercado-Justiniano, Esq. as counsel for Debtor (Docket No. 10). The Court

subsequently approved this Application for Employment on May 24, 2016 (Docket No. 14).

2. *Election:*

- a. This case is not a Small Business Case.

3. *Sales out of the Ordinary Course of Business:*

- a. The Debtor has not made any sale outside the ordinary course of business.

4. *Post – Petition Financing:*

- a. The Debtor has not applied for any post-petition financing at this time

5. *Adversary Proceedings:*

- a. None

6. *Administrative Reorganization:*

- a. The Debtor has filed all missing tax returns. The Debtor has few monthly expenses and the rent income will be used to pay secured creditor Banco Popular de Puerto Rico.

7. *Other Significant Events:*

- a. NONE

F. Projected Recovery of Avoidable Transfers

There are no projected recoveries of avoidable transfers, thus, Debtor does not intend to pursue preference, fraudulent conveyance, or other avoidance related actions.

G. Claims Objections

1. The Debtor, at its option or upon Order of The Court, if requested, may file an objection to any claim as to its validity or amount within thirty (30) days before the confirmation date. If an objection is made, payment to such claimant will be made only after the entry of a final Order by the Court allowing such claim and in accordance with the provisions of the Plan governing such class to which such claim belongs. Up to this date the Debtor do not predict that they will file any other objection to a claim other than the ones that have been previously made to this date.

Notice is hereby given that, except to the extent that the claim is already allowed pursuant to a final not appealable order, the Debtors reserve 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 procedure for resolving disputed claims are set forth in Article VII of the Plan.

H. Current and Historical Financial Conditions

1. For purposes of filing this petition the Debtor submitted the required schedules. The information provided in the schedules, as amended, and the statement of financial affairs showed Debtor's financial position as of the date of the filing of the petition. The monthly operating reports available in the bankruptcy court file show Debtor's finances and results of operations for the periods after the date of the filing of the petition.

III. SUMMARY OF THE PLAN OF REORGANIZATION

A. What is the Purpose of the Plan of Reorganization

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

B. Unclassified Claims

Certain types of claims are automatically entitled to a specific treatment under the Code. They are not considered impaired, and holders of such claim do not vote on the Plan. They may, however, object if, in their view, the provided treatment under the Plan does not comply with the correct requirements by the Code.

C. Classes of Claims and Equity Interest under the Plan of Reorganization:

1. CLASS 1: Allowed Administrative Expenses

This class shall consist of Allowed Administrative Expense Priority Claims, as provided under section 503 of the Code, including, but not limited to, fees to the United States Trustee, fees and expenses of the Debtors' counsel, accountant and any other professional retained by the Debtors, as may be allowed by the Bankruptcy Court upon application therefore and after notice and hearing in accordance with the Bankruptcy Code and Rules, any unpaid taxes or fees accrued since petition date, and court cost accrued since the petition date. Debt under this class is estimated at:

Attorney's Fees - \$3,000.00, for work realized on the instant case

TREATMENT:

This class will be paid on the effective date or upon an agreement by the parties, or upon Courts approval. This class is not impaired. (Effective date shall mean thirty (30) days after the order of confirmation becomes a final and firm order, and shall be the date on which the Debtors will commence its cash payments under the reorganization of the Plan.)

THIS CLASS IS NOT IMPAIRED

2. CLASS 2: BANCO POPULAR DE PUERTO RICO ("BPPR")

Creditor, BANCO POPULAR DE PUERTO RICO filed Claim Numbered 2 for the secured amount of \$1,532,286.55 and Claim Numbered 3 in the amount of \$119,375.66. These Claims are secured with Debtor's only real property described as follows: **Commercial Property located at 816 Fernández Juncos Ave., Miramar Sector in San Juan PR. Property**

measures 1,126.44 square meters. Property Numbered 5320, Registered at Page 202 of Book 380 of the Registry of Property of San Juan PR.

TREATMENT

The Debtor will pay the amount of \$400,000.00 that will be provided by by the Debtor from a financing and by Isidro Baranda Alonso (debtor’s stockholder) as guarantor of said loan. The remaining \$50,000.00 will come from private funds from Isidro Baranda Alonso. This amount will be paid in full satisfaction of the secured amount owed to Banco Popular de Puerto Rico. Debtor’s principal Isidro Baranda Alonso as a guarantor of this debt will receive a full released from any deficiency related to this debt, once BPPR receives the \$450,000.00.

THIS CLASS IS IMPAIRED

3. CLASS 3: CRIM (Centro de Recaudacion de Ingresos Municipales)

This Class consists of the debt owed to CRIM as property taxes. CRIM filed claim numbered 5 in the total amount of \$9,012.63.

TREATMENT

The Debtor will pay the amount of \$163.96 monthly for 60 months that include interest and principal. The interest rate will be computed at 3.50 annually.

THIS CLASS IS IMPAIRED

4. CLASS 4: GENERAL UNSECURED CREDITORS

This class shall consist of general unsecured creditors. General Unsecured Creditors include those listed by the Debtor and those who have filed proof of claims. General unsecured creditors listed by Debtor and filed proof of claims total the amount of \$2,348,314.02. Schedule F has been amended considering the proofs of claim that have been filed in this case. Unsecured Creditors are as follow:

CREDITOR	TYPE OF DEBT (LISTED OR	AMOUNT OWED
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CLAIM NUMBER)

BPPR	Claim 1	\$59,848.12
BPPR	Deficiency Claim 2 and 3	\$1,201,662.21
State Insurance Fund	Claim 4	\$2,412.96
PR Department of Treasury	Listed	\$810.46
PR Department of Treasury	Listed	\$69,714.41
PR Department of Treasury	Listed	\$67,424.51
TOTAL		\$1,401,872.67

TREATMENT

The total unsecured claims (whether claimed or listed) subject to distribution is \$1,401,872.67 CLASS 4 claimants shall receive from the Debtor a non negotiable, interest bearing at 3.5% annually, promissory note dated as of the Effective Date. Creditors in this class shall receive a total repayment of 1.5 % of their claimed or listed debt which equals \$22,000.00 to be paid Pro Rata to all allowed claimants under this class. Unsecured Creditors will receive yearly of \$5,170.00 including interests to be distributed pro rata among them, for the term of 5 years. The first payment will be made 8 months after the confirmation of this Plan.

THIS CLASS IS IMPAIRED

5. PAYMENT TO PRIORITIES UNDER SECTION 507(a)(8) OF THE BANKRUPTCY CODE

Any priority claim that is filed and allowed will be paid within five (5) years from filing date.

MUNICIPALITY OF SAN JUAN

This Creditor has filed claims numbered 6 and numbered 7 in the amounts of \$35,651.73 and \$9,831.79 respectively. The Debtor is conversations with this creditor in order to settle the correct amounts owed as priority and unsecured debt. There are several amounts estimated as municipal sales tax for tax returns not filed. The debtor did not operate or sale any goods that

required the collection and/or paying sales tax. The debtor is in the process as instructed by creditor of submitting the missing tax returns and then the correct amounts for priorities will be adjusted by creditor. Any resulting amount due to this creditor will be paid within 60 months from filing date in equal monthly installments. The monthly payments will begin in 60 days after the confirmation of the Plan.

DEPARTMENT OF TREASURY (PR TREASURY DEPARMENT)

This Creditor filed claims 8 and 9 in the amounts of \$138,030.33 and \$3,230,617 respectively. These amounts are claimed for alleged unpaid sales tax. The Debtor has been operating only as to collect rent. The Debtor has not operated the business during the years claimed for sales tax purposes. The Debtor has objected these claims and will pursue the objection. The Claims was objected as per docket no. 42 and the response from the Treasury was filed at docket no. 55. Any resulting amount due as priority after the completion of the objection of the claims filed and its process will be paid as part of the Priority Claims Section of the Plan. Any resulting amount due as priority will be paid in equal monthly payments within 60 months from filing date. The monthly payments will begin in 60 days after the confirmation of the Plan.

D. Means of Execution of the Plan and Future Management of Debtors

1. *Source of Payments and Management of Debtors*

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

Upon confirmation of the Plan, the Debtor shall have sufficient funds to make all payments then due under this Plan. The funds will be obtained from Debtor's income from the lease agreement with PUMA ENERGY CARIBE LLC over debtor's real property.

On the effective date of the Plan, the distribution, administration, management of Debtors' affairs, collection of money, sale of property and distribution to creditors, unless otherwise provided herein, will be under the control of the Debtor.

E. Risk Factors

The proposed Plan has the following risks:

1. The funding of the Plan is contingent to the continuation of the lease agreement with PUMA ENERGY CARIBE LLC. This lease agreement has a term of 15 years that will expire on 2028.

F. Executory Contracts and Unexpired Leases

The Plan, lists all the executory contracts and unexpired leases that the Debtors will assume under the Plan. Assumption means that the Debtors have elected to continue to perform the obligations under such contracts and unexpired leases, and to cure defaults of the type that must be cured under the Code, if any.

If you object to the assumption of your unexpired lease or executory contract, the proposed cure of any defaults, or the adequacy of assurance of performance, you must file and serve your objection to the Plan within the deadline for objecting to the confirmation of the Plan, unless the Court has set an earlier time. *Consult your advisor or attorney for more specific information about particular contracts and/or leases.*

If you object to the rejection of your unexpired lease or executory contract, you must file and serve your objection to the Plan within the deadline for objecting to the confirmation of the Plan, unless the Court has set an earlier time.

The Deadline for filing a Proof of Claim based on a claim arising from the Rejection of a Lease or Contract will be fixed by the U.S. Bankruptcy Court. Any claim based on the rejection of a contract or lease will be barred if the Proof of Claim is not timely filed, unless the Court orders it otherwise.

The Debtor assumes the lease agreement between it and the lessee Puma Energy Caribe LLC (“Puma”). This lease agreement was executed between the Debtor and Puma on October 10, 2013 in deed numbered 20 before Public Notary, Odemaris Chacón Varona. It is registered on debtors real property: Property Numbered 5,320, Page 202, of Book 380 of Santurce Sur, Registry of Property of San Juan Puerto Rico 1st Section.

G. Tax Consequences of the Plan

Creditors concerned with how the Plan may affect their Tax Liability should consult with their own Accountants, Attorneys and/or Advisors. The following are the anticipated tax consequences of the Plan:

1. Tax consequences to the Debtors of the Plan

Notwithstanding the confirmation of the Plan, the Debtor will be liable for the payment of personal property taxes, income taxes, capital gain taxes, and other taxes that might become due after the confirmation of the Plan. Debtor might be entitled to off-set part of the income tax liability against the net operating loss (“NOL”) accrued by Debtor. The NOL will be preserved without material reduction, otherwise taxable income.

2. General tax consequences on Creditors of any discharge, and the general tax consequences of receipt of Plan consideration after confirmation

The tax consequences of the confirmation of the Plan to Unsecured Creditors will depend mainly on whether the creditor’s present claim constitutes a security for federal income tax purposes and the type of consideration received by the creditor in exchange for its claim. Generally, claims arising out of the extension of trade credit have been held to not be tax securities.

IV. CONFIRMATION REQUIREMENTS AND PROCEDURES

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

A. Who May Vote or Object

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

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

In this case, the Plan Proponent believes that classes that are impaired and that holders of claims in each of these classes are therefore entitled to vote to accept or reject the Plan.

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

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

The deadline for filing a proof of claim for non-governmental claimants in this case is due August 11, 2016 and for governmental claimants is due on October 11, 2016.

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

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

3. *Who is Not Entitled to Vote?*

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

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

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

4. *Who can Vote in More than One Class?*

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

B. Votes Necessary to Confirm the Plan

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

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

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

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

2. *Treatment of 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 §1129(b) of the Code. 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 §1129(a) (8) of the Code, does not discriminate unfairly, and is fair and equitable towards 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.

Copy of the Ballot for voting is attach here to as Exhibit C

C. Liquidation Analysis

To confirm the Plan, the Court must find that all creditors who do not accept the Plan will receive at least as much under the Plan as such claim 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 Debtors or any successor to the Debtors, unless such liquidation or reorganization is proposed in the Plan.

1. *Ability to Initially Fund Plan*

The Plan Proponent believes that the Debtor will have enough cash on hand on the effective date of the Plan to pay all the claims and expenses that are entitled to be paid on that date.

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

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

The Plan Proponent's financial projections show that the Debtors will have an aggregate annual average cash flow, after paying operating expenses and post-confirmation taxes that will allow the quarterly payments proposed. The final Plan payment is expected to be paid five (5) years from confirmation date.

You should consult with your Accountant or other Financial Advisor if you have any questions pertaining to these Projections.

V. EFFECT OF CONFIRMATION OF THE PLAN

A. Discharge of Claims

No Discharge. In accordance with §1141(d) (3) of the Code, the Debtor will not receive any discharge of debt in this bankruptcy case.

B. Modification of Plan

The Debtor may propose amendments or modification of this plan at any time prior to the confirmation pursuant to 11 USC 1127. After confirmation of the Plan, the Debtor may, with the approval of the Court as long as they do not adversely affect the interest of the creditors, remedy any defect or omission, in such manner as may be necessary to carry out the purposes and effects of the same.

C. Final Decree

Once the estate has been fully administered, as provided in Rule 3022 of the Federal Rules of Bankruptcy Procedure, the Plan Proponent, or such other party as the Court shall designate in the Plan Confirmation Order, shall file a motion with the Court to obtain a final

decree to close the case. Alternatively, the Court may enter such a final decree on its own motion.

VI. OTHER PLAN PROVISIONS

NONE.

In Mayagüez, Puerto Rico December 5, 2016

/S/ PEDRO MARTINEZ
President of REBUS CORP.

CERTIFICATE OF ELECTRONIC FILING AND SERVICE

I hereby certify that on this same date I electronically filed the foregoing motion with the Clerk of the Court using the CM/ECF System, which sends notification of such filing to the United States Trustee: *Mrs. Monsita Lecaroz Arribas, Esq.*, at ustpregion21.hr.ecf@usdoj.gov; and to all attorneys for all creditors and parties in interest that have filed a Notice of Appearance as listed.

I further certify that I have served this notice by depositing true and correct copy thereof in the United State Mail to all non user creditors and parties in interest as per attached Master Address List.

In Mayagüez, Puerto Rico, this December 5, 2016

/S/ PEDRO MARTINEZ
President of REBUS CORP.

ATTORNEY FOR DEBTORS
/s/ Homel A. Mercado Justiniano
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