

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

**IN RE:** \*  
\*  
**YORAVI INVESTMENT, INC.** \*  
**DEBTOR** \* **CASE NO. 17-05446 (EAG)**  
\*  
\* **CHAPTER 11**  
\*  
\*\*\*\*\*

**AMENDED REORGANIZATION PLAN**

**June 27, 2018**

**GODREAU & GONZALEZ LAW, LLP**  
**Counsel for Debtor**  
PO Box 9024671  
San Juan, PR 00902-4671  
Tel. (787) 726-0077

**YORAVI INVESTMENT, INC.  
PLAN OF REORGANIZATION**

ARTICLE I - DEFINITIONS

ARTICLE II - CLASSIFICATION OF CLAIMS

ARTICLE III - TREATMENT OF CLASSES

ARTICLE IV - MEANS FOR PLAN'S IMPLEMENTATION

ARTICLE V - PROVISIONS FOR REJECTION OF EXECUTORY

ARTICLE VI - PROVISIONS FOR PRIORITY CLAIMS

ARTICLE VII - RETENTION OF JURISTICTION

ARTICLE VIII - MODIFICATION OF PLAN

ARTICLE IX - EFFECT OF CONFIRMATION AND DISCHARGE

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Debtor \*  
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**AMENDED REORGANIZATION PLAN**

**June 27, 2018**

YORAVI INVESTMENT, Inc. Debtor-in-Possession, proposes the following Plan of Reorganization:

**ARTICLE I  
DEFINITIONS**

1.1 "CLAIM" shall mean a duly listed or timely filed claim which is allowed and ordered paid by the Court.

1.2 "CONFIRMATION OF THE PLAN" shall mean the entry by the Court of an Order confirming the Plan in accordance with Chapter 11 of the Bankruptcy Code.

1.3 "COURT" shall mean the United States Bankruptcy Court for the District of Puerto Rico, including the United States Bankruptcy Judge presiding in the Chapter 11 case of the Debtors.

1.4 "CREDITORS" shall mean all creditors of the Debtors holding claims for unsecured liabilities, demands or claims of any kind whatsoever, be it the original claimant or a transferee of the claim.

1.5 "CRITICAL VENDOR" shall mean those creditors which are critical for debtor's operations and reorganizations process, which were so declared by the Bankruptcy Court.

1.6 "DEBTOR" shall mean YORAVI INVESTMENT, INC.

1.7 "EFFECTIVE DATE" shall be that date on which the Plan of Reorganization becomes effective. The effective date shall be thirty (30) days from the date in which the Confirmation of the Plan be declared final and unappeasable.

1.8 "PLAN" shall mean this Plan of Reorganization in its present form or as it may be amended or supplemented.

1.9 "SECURED CREDITORS" shall mean all creditors who hold a lien, security interest or other encumbrance, which has been properly perfected as required by law, with respect to property owned by Debtors.

## **ARTICLE II CLASSIFICATION OF CLAIMS**

### **UNCLASSIFIED:**

Claims comprised of administrative expenses pursuant to 11 USC §507(a)(1) of the Bankruptcy Code and general unsecured and priority claims under \$1,000 are not classified. Included herein are the fees and expenses for professional services as approved by the Court, post-petition creditors under ordinary course and the United States Trustee's fees as incurred from the filing of the case to the issuance of the final decree.

### **CLASS 1: Convenience Class**

Pursuant to §1123(a)(1) and §1122(b) Debtor is designating an administrative convenience class. This class is comprised of unsecured creditors with claims under \$1,000.

### **CLASS 2: General Unsecured Creditors**

This class consists of general unsecured creditors mainly suppliers listed by debtor and those who have filed proof of claims. General unsecured creditors with claims in this class are approximately \$15,641.71.

### **CLASS 3: Banco Popular de Puerto Rico**

This class consists of secured creditor Banco Popular de Puerto Rico ("BPPR"). BPPR has a first priority lien over the street mall real property. BPPR's claim is in the amount of in the amount of \$345,674.89 as of May 30, 2018.

### **CLASS 4: RM Trust**

This class consists of secured judgment creditor RM Trust ("RM Trust"). RM Trust has a second priority judgment lien over the street mall real property. RM Trust's claim #1-2 was allowed by the Bankruptcy Court in the amount of \$264,729.00. Debtor is in the process of appealing the Bankruptcy Court's decision to allow the claim.

**CLASS 5: Equity Security Holders**

This class consists of the stockholders of the company who are owed \$74,877.18 in loans to the corporation.

**ARTICLE III  
TREATMENT OF CLASSES**

**UNCLASSIFIED:**

Professional fees will be paid prior to the effective date of the plan, or when the fees are approved by the Court whichever is later. US Trustee fees will be continued to be paid within 30 days of the date billed by the Office of the Us Trustee and up to the date the final decree is ordered by the Court. Other allowed priority tax claims will be paid within five years from the filing date, in equal monthly installments including interest fixed at the statutory annual rate prevailing at the date of confirmation.

**CLASS 1: Convenience class**

Pursuant to §1123(a)(1) and §1122(b) Debtor is designating an administrative convenience class. This class is comprised of unsecured creditors with claims under \$1,000. This class will be paid in full on the effective date of the plan. **This class is NOT impaired.**

**CLASS 2: General Unsecured Creditors**

This class consists of general unsecured creditors mainly suppliers listed by debtor and those who have filed proof of claims. General unsecured creditors with claims in this class are approximately \$15,641.71. Debtor proposes to pay 100% of their allowed claims in five (5) year payment plan, plus interest at the rate of 4.25% per annum. **This class is NOT impaired.**

**CLASS 3: Banco Popular de Puerto Rico**

This class consists of secured creditor Banco Popular de Puerto Rico (“BPPR”). BPPR has a first priority lien over the street mall real property. BPPR’s claim is in the amount of in the amount of \$345,674.89 as of May 30, 2018. Debtor will pay this creditor 100% of its claim and will continue to pay the loan as contracted until maturity. **This class is NOT impaired.**

**CLASS 4: RM Trust**

This class consists of secured judgment creditor RM Trust (“RM Trust”). RM Trust has a second priority judgment lien over the street mall real property. RM Trust’s claim #1-2 was allowed by the Bankruptcy Court in the amount of \$264,729.00. The allowed secured debt in the amount of \$264,729.00 owed to this creditor, will be structured to be paid in full in equal monthly installments of \$1,434.14, including interest calculated at the fixed rate of 4.25% per annum and a 25-year amortization with a seven-year term (balloon payment at the end of the 7th year) commencing 30 days after the effective date of the

plan. *See Attached Amortization Schedule.* The amount of the balloon payment will be raised from a new loan or the restructuring of Debtors current bank loan. In the alternative, the funds will be raised from the sale of Debtor's real property.

Debtor is in the process of appealing the Bankruptcy Court's decision to allow the claim. Until such time as the appeal is finally adjudicated Debtor will continue to consign the amounts due to this Creditor with the Bankruptcy Court. In the event that the Debtor prevails in the appeal, the deposited amounts will be withdrawn. If RM Trust prevails and the claim is finally admitted, the amounts deposited will be delivered to RM Trust. **This class is NOT impaired.**

**CLASS 5: Equity Security Holders**

This class consists of the stockholders of the company who are owed \$74,877.18 in loans to the corporation. This class will be paid in the following manner: These loans will be paid in a lump sum at the end of the five-year plan or as part of any restructuring of its debt with BPPR. **This class is NOT impaired.**

**ARTICLE IV  
MEANS FOR PLAN'S IMPLEMENTATION**

**The Plan shall be funded by the following means:**

- Cash on hand at the Effective Date;
- Future earnings of the reorganized Debtor over the next five years.
- Restructuring of BPPR debt if necessary.

**ARTICLE V  
PROVISIONS FOR REJECTION OF EXECUTORY CONTRACT**

Unless rejected, the executory contracts of the Debtor shall remain in effect.

**ARTICLE VI  
PROVISIONS FOR PRIORITY CLAIMS**

Each claim of the kind prescribed in 11 USC §507(a) shall be paid in full as provided for above.

**ARTICLE VII  
RETENTION OF JURISDICTION**

Notwithstanding Confirmation, the Bankruptcy Court will retain jurisdiction for all purposes provided by the Bankruptcy Code, including, but not limited to:

- The determination of the allowance of claims upon the objection to such claims by the DEBTOR or by any other party in interest;
- The determination of requests for payment of claims entitled to priority under 11 USC §507(a) (1), including compensation of parties entitled thereto;
- The resolution of any disputes regarding the interpretation of the Plan;
- The implementation of the provisions of the Plan and entry of Orders in aid of consummation of the Plan;
- The modification of the Plan pursuant to 11 USC §1127;
- The adjudication of any cause of action, including avoiding powers actions, brought by the DEBTOR, by a representative of the estate, or by a Trustee under the Bankruptcy Code; and
- The entry of an Order approving the Debtor's Statement of Indebtedness.

## **ARTICLE VIII MODIFICATION OF PLAN**

Pursuant to the provisions of Section 1127 of the Bankruptcy Code, the Debtor has the right to modify or alter the provisions of the Plan at any time prior or subsequent to Confirmation.

## **ARTICLE IX EFFECT OF CONFIRMATION AND DISCHARGE**

Confirmation and the Order of Confirmation will vest title of all property of YORAVI INVESTMENT, Inc. and will constitute final settlement of payment to all creditors. Completion of the payment therein contemplated shall act, constitute and operate as a discharge of any and all liability and indebtedness of the Debtor that existed prior to Confirmation, subject to any applicable exception to discharge as provided to in 11 USC §1141(d)(2) and 11 USC §523.

In San Juan, Puerto Rico, this 27<sup>th</sup> day of June of 2018.

YORAVI INVESTMENT, INC.

By: s/ Rafael Acosta Santiago  
Vice-President

**GODREAU & GONZALEZ LAW**  
**Counsel for Debtor**  
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AMENDED REORGANIZATION PLAN

~~May 31~~ June 27, 2018

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### **CLASS 2: General Unsecured Creditors**

This class consists of general unsecured creditors mainly suppliers listed by debtor and those who have filed proof of claims. General unsecured creditors with claims in this class are approximately \$15,641.71.

### **CLASS 23: Banco Popular de Puerto Rico**

This class consists of secured creditor Banco Popular de Puerto Rico ("BPPR"). BPPR has a first priority lien over the street mall real property. BPPR's claim is in the amount of in the amount of \$345,674.89 as of May 30, 2018.

### **CLASS 34: RM Trust**

This class consists of secured judgment creditor RM Trust ("RM Trust"). RM Trust has a second priority judgment lien over the street mall real property. RM Trust's claim #1-2

was allowed by the Bankruptcy Court in the amount of \$264,729.00. Debtor is in the process of appealing the Bankruptcy Court's decision to allow the claim.

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In San Juan, Puerto Rico, this ~~31<sup>st</sup>~~27<sup>th</sup> day of ~~May~~June of 2018.

YORAVI INVESTMENT, INC.

By: s/ Rafael Acosta Santiago

Vice-President

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