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ATTORNEYS FOR DEBTORS

IN THE UNITED STATES BANKRUPTCY COURT FOR THE NORTHERN DISTRICT OF TEXAS DALLAS DIVISION

IN RE	§	
	§	
TCI-COURTYARD, INC	§	CASE 12-37284-11
	§	
DEBTOR	§	

AMENDED DISCLOSURE STATEMENT OF TCI COURTYARD, INC PURSUANT TO SECTION 1125

OF THE BANKRUPTCY CODE DATED MARCH 4, 2013

TO: ALL PARTIES-IN-INTEREST, THEIR ATTORNEYS OF RECORD AND TO THE HONORABLE UNITED STATES BANKRUPTCY JUDGE:

I INTRODUCTION

Identity of the Debtors

TCI Courtyard, Inc. ("Debtor") is a Nevada corporation which filed a voluntary Chapter 11 case in the United States Bankruptcy Court for the Northern District of Texas Dallas Division ("Court") on November 15, 2012. Debtor owns an 200-unit apartment complex in Holland, Ohio known as Quail Hollow at the Lakes (the "Property"). Debtor purposes to restructure the current indebtedness and continue its operations of the Property and to provide a dividend to the unsecured creditors of the Debtor.

Purpose of Disclosure Statement; Source of Information

Debtor submits this Disclosure Statement ("Disclosure Statement") pursuant to Section 1125 of the Code to all known Claimants of Debtor for the purpose of disclosing that information which

the Court has determined is material, important, and necessary for Creditors of Debtor in order to arrive at an intelligent, reasonably informed decision in exercising the right to vote for acceptance or rejection of the Debtor's Amended Plan of Reorganization dated March 4, 2013 ("Plan"). This Disclosure Statement describes the operations of the Debtor contemplated under the Plan. You are urged to study the Plan in full and to consult with your counsel about the Plan and its impact upon your legal rights. Any accounting information contained herein has been provided by the Debtor.

Explanation of Chapter 11

Chapter 11 is the principal reorganization chapter of the Code. Pursuant to Chapter 11, a debtor is authorized to reorganize its business for its own benefit and that of its creditors and equity interest holders. Formulation of a plan of reorganization is the principal purpose of a Chapter 11 reorganization case. A plan of reorganization sets forth the means for satisfying claims against and interests in the debtor. After a plan of reorganization has been filed, it must be accepted by holders of claims against, or interests in, the debtor. Section 1125 of the Code requires full disclosure before solicitation of acceptances of a plan of reorganization. This Disclosure Statement is presented to Claimants to satisfy the requirements of Section 1125 of the Code.

Explanation of the Process of Confirmation

Even if all Classes of Claims accept the Plan, its confirmation may be refused by the Court. Section 1129 of the Code sets forth the requirements for confirmation and, among other things, requires that a plan of reorganization be in the best interests of Claimants. It generally requires that the value to be distributed to Claimants may not be less than the value such parties would receive if the debtor were liquidated under Chapter 7 of the Code.

Acceptance of the plan by the Creditors and Equity Interest Holders is important. In order for the plan to be accepted by each class of claims, the creditors that hold at least two thirds (2/3) in amount and more than one-half $(\frac{1}{2})$ in number of the allowed claims actually voting on the plan in such class must vote for the plan and the equity interest holders that hold at least two-thirds (2/3) in amount of the allowed interests actually voting on the plan in such class must vote for the plan. Chapter 11 of the Code does not require that each holder of a claim against, or interest in, the debtor vote in favor of the plan in order for it to be confirmed by the Court. The plan, however, must be accepted by: (i) at least the holder of one (1) class of claims by a majority in number and two-thirds (2/3) in amount of those claims of such class actually voting; or (ii) at least the holders of one (1) class of allowed interests by two-thirds (2/3) in amount of the allowed interests of such class actually voting.

The Court may confirm the plan even though less than all of the classes of claims and interests accept it. The requirements for confirmation of a plan over the objection of one or more classes of claims or interests are set forth in Section 1129(b) of the Code.

Confirmation of the plan discharges the debtors from all of their pre-confirmation debts and liabilities except as expressly provided for in the plan and Section 1141(d) of the Code. Confirmation makes the plan binding upon the debtors and all claimants, equity interest holders and other parties-in-interest, regardless of whether or not they have accepted the plan.

Voting Procedures

<u>Unimpaired Class</u>. Claimants in Class 1 is not impaired under the Plan. Such Class is deemed to have accepted the Plan.

<u>Impaired Classes</u>. The Class 2 through 6, Claimants are impaired as defined by Section 1124 of the Code. The Debtor is seeking the acceptance of the Plan by Claimants in Classes 2 through 6. Each holder of an Allowed Claim in Classes 2 through 6 may vote on the Plan by completing, dating and signing the ballot sent to each holder and filing the ballot as set forth below.

The Debtor is seeking acceptance of the Plan by the (i) Allowed Tax Creditors; (ii) the Allowed Claims of Secured Creditors; and (iii) the Allowed Claims of the Unsecured Creditors.

Except to the extent permitted by the Bankruptcy Court pursuant to Rule 3018 of the Bankruptcy Rules, ballots that are received after the Voting Deadline will not be accepted or used by Debtor in connection with Debtor's request for confirmation of the Plan.

Unless otherwise directed by the Bankruptcy Court, all questions as to the validity, form, eligibility (including time of receipt) acceptance and revocation or withdrawal of ballots or master ballots will be determined by Debtor, whose determination will be final and binding.

For all Classes, the ballot must be returned to Eric A. Liepins, 12770 Coit Road, Suite 1100, Dallas, Texas 75251. In order to be counted, ballots must be **RECEIVED** no later than at the time and on the date stated on the ballot.

Best Interests of Creditors Test

Section 1129(a)(7) of the Code requires that each impaired class of claims or interests accept the Plan or receive or retain under the Plan on account of such claim or interest, property of a value as of the Effective Date of the Plan, that is not less than the amount that such holder would so receive or retain if the Debtor was liquidated under Chapter 7 of the Bankruptcy Code. If Section 1111(b)(2) of the Bankruptcy Code applies to the claims of such class, each holder of a claim of such class will receive or retain under the Plan, on account of such claim, property of a value, as of the Effective Date of the Plan, that is not less than the value of such holder's interest in the estate's interest in the property that secures such claims. In order for the Plan to be confirmed, the Bankruptcy Court must determine that the Plan is in the best interests of the Debtor's creditors. Accordingly, the proposed Plan must provide the Debtor's creditors with more than they would receive in a Chapter 7 liquidation. It is anticipated that in a Chapter 7 liquidation, the Debtor's creditors, other than the secured creditors, would receive less than is provided for in this Plan.

Accordingly, since the Plan proposes a substantial dividend to all creditors, such creditors are receiving more than they would receive in a Chapter 7 liquidation. Accordingly, the Plan satisfies the requirements of Section 1129(a)(7).

Cramdown

The Court may confirm the Plan even though less than all of the classes of claims and interests accept it. The requirements for confirmation of a plan over the objection of one or more classes of claims or interests are set forth in Section 1129(b) of the Code.

II REPRESENTATIONS

[Note: Paragraphs in brackets to be included after the Bankruptcy Court approves this Disclosure Statement.]

[This Disclosure Statement is provided pursuant to Section 1125 of the Code to all of the Debtor's known Creditors and other parties in interest in connection with the solicitation of acceptance of its Plan of Reorganization, as amended or modified. The purpose of this Disclosure Statement is to provide such information as will enable a hypothetical, reasonable investor, typical of the holders of Claims, to make an informed judgment in exercising its rights either to accept or reject the Plan. A copy of the Plan is attached hereto as **Exhibit "A"**.]

[After a hearing on notice, the Court approved this Disclosure Statement as containing information of the kind and in sufficient detail adequate to enable a hypothetical, reasonable investor typical of the classes being solicited to make an informed judgment about the Plan.]

The information contained in this Disclosure Statement has been derived from the Debtor, unless specifically stated to be from other sources.

All initially capitalized words used in this Disclosure Statement have the same definitions provided for in Article I of the Plan.

NO REPRESENTATIONS CONCERNING DEBTORS ARE AUTHORIZED BY DEBTOR OTHER THAN THOSE SET FORTH IN THIS DISCLOSURE STATEMENT. THE DEBTOR RECOMMENDS THAT ANY REPRESENTATION OR INDUCEMENT MADE TO SECURE YOUR ACCEPTANCE OR REJECTION OF THE PLAN WHICH IS NOT CONTAINED IN THIS DISCLOSURE STATEMENT SHOULD NOT BE RELIED UPON BY YOU IN REACHING YOUR DECISION ON HOW TO VOTE ON THE PLAN. ANY REPRESENTATION OR INDUCEMENT MADE TO YOU NOT CONTAINED HEREIN SHOULD BE REPORTED TO THE ATTORNEYS FOR DEBTORS WHO SHALL DELIVER SUCH INFORMATION TO THE COURT FOR SUCH ACTION AS MAY BE APPROPRIATE.

ANY BENEFITS OFFERED TO THE CREDITORS ACCORDING TO THE PLAN WHICH MAY CONSTITUTE "SECURITIES" HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE FEDERAL SECURITIES AND EXCHANGE COMMISSION ("SEC"), THE TEXAS SECURITIES BOARD, OR ANY OTHER RELEVANT GOVERNMENTAL AUTHORITY IN ANY STATE OF THE UNITED STATES. IN ADDITION, NEITHER THE SEC, NOR ANY OTHER GOVERNMENTAL AUTHORITY HAS PASSED UPON THE ACCURACY OR ADEQUACY OF THIS DISCLOSURE STATEMENT OR UPON THE MERITS OF THE PLAN. ANY REPRESENTATIONS TO THE CONTRARY MAY BE A CRIMINAL OFFENSE.

THE INFORMATION CONTAINED HEREIN HAS NOT BEEN SUBJECT TO A CERTIFIED AUDIT. FOR THE FOREGOING REASON, AS WELL AS BECAUSE OF THE IMPOSSIBILITY OF MAKING ASSUMPTIONS, ESTIMATES AND PROJECTIONS INTO THE FUTURE WITH ACCURACY, DEBTOR IS UNABLE TO WARRANT OR REPRESENT THAT THE INFORMATION CONTAINED HEREIN IS COMPLETELY ACCURATE, ALTHOUGH EVERY REASONABLE EFFORT HAS BEEN MADE TO ENSURE THAT SUCH INFORMATION IS ACCURATE. THE APPROVAL BY THE COURT OF THIS DISCLOSURE STATEMENT DOES NOT CONSTITUTE AN ENDORSEMENT BY THE COURT OF THE PLAN OR GUARANTEE THE ACCURACY OR COMPLETENESS OF THE INFORMATION CONTAINED HEREIN.

DEBTOR BELIEVES THAT THE PLAN WILL PROVIDE CLAIMANTS WITH AN OPPORTUNITY ULTIMATELY TO RECEIVE MORE THAN THEY WOULD RECEIVE IN A LIQUIDATION OF THE DEBTORS ASSETS, AND SHOULD BE ACCEPTED. CONSEQUENTLY, DEBTORS URGE THAT CLAIMANTS VOTE FOR THE PLAN.

DEBTOR DOES WARRANT OR REPRESENT THAT THE INFORMATION CONTAINED HEREIN IS CORRECT, ALTHOUGH GREAT EFFORT HAS BEEN MADE TO BE ACCURATE. THE STATEMENTS CONTAINED IN THIS DISCLOSURE STATEMENT ARE MADE AS OF THE DATE HEREOF UNLESS ANOTHER TIME IS SPECIFIED HEREIN. THIS DISCLOSURE STATEMENT CONTAINS ONLY A SUMMARY OF THE PLAN. THE PLAN WHICH ACCOMPANIES THIS DISCLOSURE STATEMENT IS AN INTEGRAL PART OF THIS DISCLOSURE STATEMENT, AND EACH CREDITOR AND INTEREST HOLDER IS URGED TO CAREFULLY REVIEW THE PLAN PRIOR TO VOTING ON IT.

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FINANCIAL PICTURE OF THE DEBTORS

Financial History and Background of the Debtor

The Debtor owns an 200-unit apartment complex in Holland, Texas (the "Property").

On or about September 28, 2001, American Tele-Legal Information Services, Ltd, ("ATLS") executed a Promissory note in favor of LaSalle Bank National Association ("LaSalle") in the original principal amount of \$12,360,000 ("Note"). The Note was secured by, among other things, that certain Open End Mortgage, Security Agreement and Fixture Filing duly recorded on October 2, 2011 ("Loan Documents"). On or about December 30, 2003, Lasalle assigned its interest in the note and Loan Documents to Wells Fargo Bank f/k/a Wells Fargo Bank Minnesota, N.A. as Trustee for the Registered Holders of J.P. Morgan Chase Commercial Mortgage Securities Corp., Commercial Mortgage Pass-Through Certificates Series 2001-C1, by and through CWCapital Asset Management LLC, acting solely in its capacity as Special Servicer ("Wells Fargo"). On or about April 16, 2008 Debtor assumed the Note and loan documents from ATLS.

The Debtor has operated the Property since April 2008. In light of an alleged breach of the Note and Loan Documents, Wells Fargo sought and obtained a Receiver to operate the Property in October 2011. The Receiver operated the Property until since October 2011. In October 2011 the Debtor filed a Chapter 11 bankruptcy proceeding in the Northern District of Texas, Dallas Division, case number 11-34977-SGJ-11. The Debtor operated under chapter 11 until an Agreed Order of Dismissal was entered on May 15, 2012. The Debtor voluntarily dismissed the first bankruptcy under the belief that it would be able to negotiate with Wells Fargo outside of bankruptcy to restructure the debt. The Debtor and Wells Fargo were unable to agree on any restructuring and Wells Fargo continued to pursue foreclosure of the Property. As a result of a pending motion for Summary Judgment to allow foreclosure, the Debtor filed this bankruptcy on November 15, 2012.

Post petition operations and Major Events

Upon the filing of this bankruptcy, the Debtor immediately sought and permission from the Wells Fargo to continue operations. The Debtor and Wells Fargo have agreed to leave the existing management company in place. The Debtor has been making adequate protection payments to Wells Fargo in the amount of approximately \$55,000 per month. The Property is stable and maintains a 95% occupancy rate, as it did when the Debtor turned the property over to the Receiver. Wells Fargo has filed a Motion to Dismiss this proceeding. On February, 13, 2013 the court held a hearing on the Motion to Dismiss. At the conclusion of the hearing the Court denied the Motion to Dismiss.

Future Income and Expenses Under the Plan

Attached hereto as Exhibit "B" are projections of gross income, expenses and net operating income for the next year. It is the income projections which will be used to fund the Plan. The Debtor has prepared these projections based upon the current levels of occupancy and the anticipated level of occupancy over the next twelve months.

Ownership of the Debtor

The Debtor is a Nevada corporation. The ownership of the Debtor is 100% One Realco, Corporation. Post Confirmation the Debtor shall continue to be owned by One Realco Corporation.

ANALYSIS AND VALUATION OF PROPERTY

The Debtor owns an apartment complex in Holland, Ohio. The Debtor has obtained a recent appraisal on the Property by CB Richard Ellis. As of July 2012 the appraised value of the property in its current condition is \$13,000,000. Debtor believes that if the Property were to be liquidated in a forced sale the property would bring less, and would not cover all the secured creditor debt.

A liquidation analysis of the Debtor assets is attached hereto as **Exhibit "C".**

V. SUMMARY OF PLAN OF REORGANIZATION

The Reorganized Debtor will continue in business. The Plan will break the existing claims into 6 categories of Claimants. These claimants will receive cash payments over a period of time commencing upon the Effective Date.

<u>Satisfaction of Claims and Debts</u>: The treatment of and consideration to be received by holders of Allowed Claims or interests pursuant to this Articles 5 and 6 of the Plan shall be the sole and exclusive means for full settlement, release and discharge of their respective Claims, Debts, or interests. On the Confirmation Date, the Reorganized Debtor shall assume all duties, responsibilities and obligations for the implementation of this Plan.

Class 1 Claimants (Allowed Administrative Claims of Professionals and US Trustee) are unimpaired and will be paid in cash and in full on the Effective Date of this Plan. Professional fees are subject to approval by the Court as reasonable. Debtor's attorney's fees approved by the Court and payable to the law firm of Eric A. Liepins, P.C. will be paid immediately following the later of Confirmation or approval by the Court out of the available cash. To the extent approved by the Court, Debtor will pay the balance of the allowed fees and expenses of the counsel for the Debtor over the retainer of \$7,500 received by counsel for the Debtor. Debtor does not expect these total fees to exceed \$15,000. This case will not be closed until all allowed Administrative Claims are paid in full unless otherwise agreed by the Debtor and the Claimant. Section 1930 fees shall be paid in full prior to the Effective Date. Debtor will make quarterly payments to the U.S. Trustee and shall be required to file post-confirmation operating reports until this case is closed. The Class 1 Claimants are not impaired under this Plan.

<u>Class 2 Claimants</u> (Allowed Tax Creditor Claims) are impaired and shall be satisfied as follows: The Allowed Amount of all Tax Creditor Claims shall be paid out of the revenue from the continued operations of the business or a use of cash returned to the Debtor as described in the Plan. The Tax Claim Creditors will be paid in full over a 36 month period commencing on the Effective Date, with interest at a rate of 6% per annum. The Debtor believes the 2012 taxes will be \$330,120.50 making the monthly payment commencing on the Effective Date \$10,043. The Taxing

Authorities shall retain their liens, if any, to secure their Tax Claims until paid in full as called for by this Plan. The Class 2 Claimants are impaired under this Plan.

Class 3 Claimants (Allowed Secured Claim of Wells Fargo) is impaired and shall be satisfied as follows: On or about September 28, 2001, American Tele-Legal Information Services, Ltd, ("ATLS") executed a Promissory note in favor of LaSalle Bank National Association ("LaSalle") in the original principal amount of \$12,360,000 ("Note"). The Note was secured by, among other things, that certain Open End Mortgage, Security Agreement and Fixture Filing duly recorded on October 2, 2011 ("Loan Documents"). On or about December 30, 2003, Lasalle assigned its interest in the note and Loan Documents to Wells Fargo Bank f/k/a Wells Fargo Bank Minnesota, N.A. as Trustee for the Registered Holders of J.P. Morgan Chase Commercial Mortgage Securities Corp., Commercial Mortgage Pass-Through Certificates Series 2001-C1, by and through CWCapital Asset Management LLC, acting solely in its capacity as Special Servicer ("Wells Fargo"). On or about April 16, 2008 Debtor assumed the Note and loan documents from ATLS. As of the petition Date Wells Fargo is owed approximately \$11,107,039¹. The value of the Property is \$13,000,000. However, the Debtor shall provide for an Allowed Secured Claim of Wells Fargo in the amount of \$11,107,039 payable with interest at the rate of 7% per annum. The Wells Fargo debt will be amortized over 300 monthly payments but will be payable commencing on the Effective Date in 59 equal monthly payments of \$78,502.24 and one payment on the 60th month after the Effective Date of all outstanding principal and interest. commencing on the Effective Date. Wells Fargo shall maintain its first lien position on the real and personal property of the Debtor. The Debtor shall have the right to pre-pay the Class 3 Claim without penalty. The Class 3 Claimant is impaired under the Plan.

<u>Class 4 (Unsecured Creditors of \$10,000 or less)</u> are impaired under the Plan and shall be satisfied as follows: The Allowed Unsecured Creditors of \$10,000 shall be paid 100% of their Allowed Claim in two equal payments. The first payment shall be on the Effective Date and the second payment shall be 30 days later. The Class 4 creditors should not exceed \$15,000. The Class 4 Claimants are impaired under this Plan

<u>Class 5 (Unsecured Creditors of \$10,001 or more)</u> are impaired under the Plan and shall be satisfied as follows: The Allowed Claims of Unsecured Creditors of \$10,001 or more shall receive their pro rata portion of payments made by the Debtor into the Class 5 Creditors Pool. The Debtor shall make 60 equal monthly payments commencing on the Effective Date in an amount of 50% of all excess income after operating expenses and payments to classes Class 2, 3 and 4. Based upon the Debtor's projections the Class 5 Creditors will receive approximately 10% on their allowed claims. The Class 5 Creditors are impaired under this Plan.

¹On November 21, 2011 Wells Fargo filed its Proof of claim in the original bankruptcy case in the amount of \$11,107,039.76. Since the filing of the Proof of Claim, Wells Fargo has continued to receive monthly payments on this debt in the amount of \$55,416.67 per month through December 2012.

<u>Class 6 (Current Equity Holders)</u> are not impaired under the Plan and shall be satisfied as follows: The Current Equity Holders shall retain their current ownership interests. The Class 6 Equity Holders are impaired by the Plan.

ARTICLE VI MECHANICS/IMPLEMENTATION OF PLAN

The Debtor has transferred funds to its parent company in the amount of approximately \$457,000. The Debtor's payments was for monies lent, however, the parent company has agreed to refund those funds to the Debtor over the life of the Plan in 60 equal payments of \$7,650 commencing on the Effective Date. The funds will be used by the Debtor to maintain the property during the course of the Plan and to provide any needed funds for payments to creditors in the event of an unexpected shortfall for the rental revenues.

As specified in Section 1125(e) of the Bankruptcy Code, persons that solicit acceptances or rejections of this Plan and/or that participate in the offer, issuance, sale or purchase of securities offered or sold under this Plan, in good faith and in compliance with the applicable provisions of the Bankruptcy Code, are not liable on account of such solicitation or participation for violation of any applicable law, rule, or regulation governing the solicitation of acceptances or rejection of this Plan or the offer, issuance, sale or purchase of securities.

VII. FEASIBILITY OF PLAN

The projections of the future operations are attached hereto as Exhibit "B". The Projections show that the Debtor will have sufficient cash flow to meet all the obligations under the Plan. Based upon the projections and the requirement for cash infusions, Debtor believes the Plan to be feasible.

VIII. RETENTION OF JURISDICTION

The Bankruptcy Court's jurisdiction shall be retained under the Plan as set forth in Article XIV of the Plan.

This Plan shall be the sole and exclusive remedy for any Creditor of the Debtor dealt with herein, so long as Debtor is not in default under the Plan.

IX. ALTERNATIVES TO DEBTOR'S PLAN

If the Debtor's Plan is not confirmed, the Debtor's bankruptcy case may be converted to a case under Chapter 7 of the Code, in which case a trustee would be appointed to liquidate the assets of the Debtor for distribution to its Creditors in accordance with the priorities of the Code. Or in the alternative, the Lender may obtain relief for the automatic stay and be allowed to foreclosure on its interest. As set forth above, generally, a liquidation or forced sale yields a substantially lower amount. As set forth above, the Debtor believes the current value of the Property to be \$13,000,000. Either of these alternative would substantially decrease the likelihood that the unsecured creditors would receive any payments.

X RISKS TO CREDITORS UNDER THE DEBTOR'S PLAN

Claimants and Equity Interest Holders should be aware that there are a number of substantial risks involved in consummation of the Plan. The Plan contemplates that there will be excess funds to pay Creditor Claims. The major risk associated with the Plan, is the Debtor's ability to continue to attract quality tenants and to increase occupancy as contemplated by the Plan.

XI. TAX CONSEQUENCES

Implementation of the Plan may result in federal income tax consequences to holders of Claims, Equity Interest Holders, and to the Debtor. Tax consequences to a particular Creditor or Equity Interest Holder may depend on the particular circumstances or facts regarding the Claim of the Creditor or the interests of the Equity Interest Holder. In this case the Creditors will not be paid 100% of their claims and therefore may have tax consequences. CLAIMANTS ARE URGED TO CONSULT THEIR OWN TAX ADVISOR AS TO THE CONSEQUENCES OF THE PLAN TO THEM UNDER FEDERAL AND APPLICABLE STATE AND LOCAL TAX LAWS.

XII. PENDING OR ANTICIPATED LITIGATION

Debtor has evaluated potential claims which may be brought pursuant to the Bankruptcy Code or other laws. The Debtor does not believe any such claims could be pursued on behalf of the Debtor to benefit the estate.

Dated: January 2, 2013.

Respectfully submitted,

TCI Courtyard, Inc.

__/s/ Steven Shelley___ Vice President

EXHIBIT "C" LIQUIDATION ANALYSIS

ASSETS	Chapter 7	Chapter 11
REAL PROPERTY (including all property in the units)	$10,040,000^2$	13,000,000
LIABILITIES		
Administrative	15,000	15,000
Tax claims	300,000	300,000
Secured Claims	11,107,000	11,107,039
Unsecured Claims	3,000,000	$3,000,000^3$
Projected dividend to unsecured creditors	0%	100% to 10%

 $^{^2}$ Debtor would show that appraised value is \$13,000,000 and a foreclosure sale usually realizes less than the appraised value. The Debtor has assumed a 80% foreclosure price.

 $^{^3} Under$ the Debtor's Plan the claims of less than \$10,000 will be paid in full, the claims of more the \$10,001 will receive a partial payment.