

**DeMarco•Mitchell, PLLC**  
Robert T. DeMarco  
Michael S. Mitchell  
1255 West 15<sup>th</sup> St., 805  
Plano, TX 75075  
T 972-578-1400  
F 972-346-6791

**IN THE UNITED STATES BANKRUPTCY COURT  
EASTERN DISTRICT OF TEXAS  
SHERMAN DIVISION**

**IN RE:**

**ATR GLOBAL RESOURCES, LLC**  
46-3875335  
2904 Cypress Point Dr.  
McKinney, TX 75070

**Debtor.**

**Case No.: 16-41995-BTR-11**

**Chapter: 11**

**DISCLOSURE STATEMENT FOR  
DEBTOR'S PLAN OF REORGANIZATION  
[DATED MARCH 9, 2017]**

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**ARTICLE I**  
**INTRODUCTION**

This Disclosure Statement ("**Disclosure Statement**") and the accompanying ballots ("**Ballots**") are being furnished by ATR Global Resources, LLC, ("**Debtor**" or "**ATR**") to you, the holders of Claims against and Interests in the Debtor, pursuant to section 1125 of the United States Bankruptcy Code in connection with the solicitation of ballots for the acceptance of the Debtor's Plan of Reorganization ("**Plan**") under Chapter 11 ("**Chapter 11**") of Title 11 of the United States Code ("**Code**" or "**Bankruptcy Code**"). **Capitalized terms used in this Disclosure Statement and not defined herein shall have their respective meanings set forth in the Plan or, if not defined in the Plan, as defined in the Bankruptcy Code.**

On October 31, 2016, (the "**Petition Date**"), the Debtor filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the Eastern District of Texas, Sherman Division ("**Court**" or "**Bankruptcy Court**").

On March 9, 2017, the Debtor filed the Plan. On March 9, 2017, Debtor also filed an *Application for Conditional Approval of Disclosure Statement for Small Business Debtor [11 U.S.C. §1125(f)(3)]* ("**Application**"). If you are receiving this Disclosure Statement, the Application was approved and the Debtor was authorized to solicit votes under the Plan. Final approval of the Disclosure Statement will be decided contemporaneously with a confirmation hearing on the Plan.

A. **Purpose of This Disclosure Statement.** The purpose of this Disclosure Statement is to enable those persons whose Claims against and Interests in the Debtor are Impaired and entitled to vote under the Plan to make an informed decision with respect to the Plan before exercising their rights to vote to accept or reject the Plan. *Holders of Claims and Interests should read this Disclosure Statement and the Plan in its entirety before voting on the Plan.* No solicitation of votes with respect to the Plan may be made except pursuant to this Disclosure Statement. No statement or information concerning the Debtor (particularly as to results of operations or financial condition, or with respect to distributions to be made under the Plan) or any of the respective assets, properties or businesses of the Debtor that is given for the purpose of soliciting acceptances or rejections of the Plan is authorized, other than as set forth in this Disclosure Statement. In the event of any inconsistencies between the provisions of the Plan and this Disclosure Statement, the provisions of the Plan shall control. A copy of the Plan is attached hereto as **Exhibit "1"** to this Disclosure Statement.

This Disclosure Statement was *conditionally approved* by the Bankruptcy Court as containing information, of a kind and in sufficient detail, to enable persons whose votes are being solicited to make an informed judgment with respect to acceptance or rejection of the Plan. **The Bankruptcy Court's conditional approval of this Disclosure Statement does not constitute either a guarantee of the accuracy or completeness of the information contained herein or an endorsement of any of the information contained in this Disclosure Statement or the Plan.**

B. **Summary of Entities Entitled to Vote and Votes Needed for Confirmation.** Pursuant to the provisions of the Bankruptcy Code, only holders of Allowed Claims or Interests in Classes of Claims or Interests that are impaired are entitled to vote to accept or reject a proposed chapter 11 plan of reorganization. Classes of Claims or Interests in which the holders of Claims or Interests are unimpaired under a chapter 11 plan are deemed to have accepted the plan and

are not entitled to vote to accept or reject the plan. Classes of Claims or Interests in which the holders of Claims or Interests that are impaired but are not entitled to receive or retain any property on account of such Claims or Interests are deemed to have rejected the plan and similarly are not entitled to vote to accept or reject the plan.

Only holders of allowed Claims in Classes 3, and 4 (including all subclasses thereof) (collectively, the "**Voting Classes**"), are entitled to vote on the Plan because such Classes are the only Classes that are "impaired," within the meaning of section 1124 of the Bankruptcy Code, and that will receive or retain property under the Plan. Classes 1B, 2 and 5 are unimpaired and therefore not entitled to vote on the Plan. Entities holding Administrative Claims and Priority Tax Claims are not classified and are not entitled to vote on the Plan. See ARTICLE V of the Plan for a description of the various Classes of Claims, and of the treatment of such Claims and Interests under the Plan. See ARTICLE IV of the Plan for an explanation of impairment and the entities that are entitled to vote on the Plan.

The Bankruptcy Court may confirm the Plan only if at least one Class of impaired Claims has voted to accept the Plan (without counting the votes of any insiders whose Claims are classified within that Class), and if certain statutory requirements are met as to both nonconsenting members within a consenting and as to dissenting Classes. A Class of Claims has accepted the Plan only when more than one-half in number and at least two-thirds in amount of the Allowed Claims actually voting in that Class vote in favor of the Plan. The Plan may be confirmed even if all of the Voting Classes do not accept the Plan and do not receive payments or property equal to the full amount of their respective Allowed Claims as of the Effective Date, so long as at least one Class of impaired Claims has voted to accept the Plan.

C. **Confirmation Hearing and Voting Procedures.** If you are entitled to vote to accept or reject the Plan, a Ballot is enclosed for the purpose of voting on the Plan. If you hold a Claim in more than one Class and you are entitled to vote Claims in more than one Class, you will receive separate Ballots that must be used for each separate Class of Claims. **Please vote and return your Ballot(s).**

After carefully reviewing this Disclosure Statement and all exhibits and schedules attached hereto, please indicate your acceptance or rejection of the Plan by voting in favor of or against the Plan on the enclosed Ballot.

**BALLOTS SHOULD BE MARKED, SIGNED, DATED AND RETURNED SO THAT THEY ARE STAMPED AS HAVING BEEN RECEIVED BY NO LATER THAN 5:00 P.M., CENTRAL STANDARD TIME, ON MARCH \_\_\_\_, 2017 (THE "VOTING DEADLINE") AT THE FOLLOWING ADDRESS, AS SET FORTH ON THE ENCLOSED RETURN ENVELOPE:**

**ATR BALLOTS  
C/O DEMARCO•MITCHELL, PLLC  
1255 WEST 15<sup>TH</sup> STREET, 805  
PLANO, TEXAS 75075**

**IT IS OF UTMOST IMPORTANCE TO THE DEBTOR THAT YOU VOTE PROMPTLY TO ACCEPT THE PLAN BY COMPLETING AND SIGNING THE BALLOT ENCLOSED HERewith AND RETURNING IT TO COUNSEL FOR THE DEBTOR AT THE ADDRESS SET FORTH IN THE BALLOT INSTRUCTIONS THAT ACCOMPANY THE BALLOTS. SHOULD YOU HAVE ANY QUESTIONS REGARDING THE**

**VOTING PROCEDURES, YOUR BALLOT, OR THE BALLOT INSTRUCTIONS, OR IF YOUR BALLOT IS DAMAGED OR LOST, CONTACT COUNSEL FOR THE DEBTOR AT THE ADDRESS LISTED ABOVE.**

D. **Confirmation Hearing and Deadlines for Objections.** The Disclosure Statement Order fixes **March \_\_\_\_, 2017, at 9:30 a.m.** Central Daylight Time, in the Courtroom of the Honorable Brenda Rhodes, Chief United States Bankruptcy Judge, United States Bankruptcy Court for the Eastern District of Texas, Sherman Division, as the date, time, and place for the hearing on Confirmation of the Plan, and fixes **March \_\_\_\_, 2017**, as the date by which all objections to Confirmation of the Plan must be filed with the Bankruptcy Court and received by the counsel for the Debtor and certain other persons identified in the Disclosure Statement Order. The Debtor will request Confirmation of the Plan at the Confirmation Hearing.

E. **Important Notices and Cautionary Statements.** This Disclosure Statement has been compiled by the Debtor to accompany the Plan. The factual statements, projections, financial information, and other information contained in this Disclosure Statement have been taken from documents prepared by the Debtor, the unaudited Schedules and Statement of Financial Affairs, the Monthly Operating Reports, pleadings filed in the Bankruptcy Case, and information obtained in the Chapter 11 Case. Any information provided in the Disclosure Statement should not be relied upon unless such information has been independently verified. *Nothing contained in this Disclosure Statement shall have any preclusive effect against the Debtor (whether by waiver, admission, estoppel or otherwise) in any cause or proceeding which may exist or occur in the future.* This Disclosure Statement shall not be construed or deemed to constitute an acceptance of fact or an admission by the Debtor with regard to any of the statements made herein, and all rights and remedies of the Debtor is expressly reserved in this regard. This Disclosure Statement contains statements which constitute the Debtor's, or other third parties' view of certain facts. All such disclosures should be read as assertions of such parties. To the extent any paragraph does not contain an express reference that it constitutes an assertion of a particular party, it should be read as an assertion of the party indicated by the context and meaning of such paragraph. The statements contained in this Disclosure Statement are made as of the Petition Date unless another time is specified herein, and neither delivery of this Disclosure Statement nor any exercise of rights granted in connection with the Plan shall, under any circumstances, create an implication that there has been no change in the information set forth herein since the date of this Disclosure Statement.

Some of the information contained in this Disclosure Statement, by its nature, is forward looking, contains estimates and assumptions which may prove to be inaccurate, and contains projections which may prove to be wrong, or which may be materially different from actual future results. Each Claimant or Interest holder should independently verify and consult its individual attorney and accountant as to the effect of the Plan on such individual Claimant or Interest holder. The Debtor strongly urges each recipient entitled to vote on the Plan to review carefully the contents of this Disclosure Statement, the Plan, and the other documents that accompany or are referenced in this Disclosure Statement in their entirety before making a decision to accept or reject the Plan.

F. **Additional Information.** If you have any questions about the procedures for voting on the Plan, desire another copy of a Ballot, or seek further information about the timing and deadlines with respect to confirmation of the Plan, please contact DeMarco•Mitchell, PLLC (contact information is provided *infra*). Note that DeMarco•Mitchell, PLLC, cannot and will not provide holders of Claims or Interests with any advice, including advice regarding how to vote

on the Plan, or the legal effect that confirmation of the Plan will have upon Claims against the Debtor and/or Interests in the Debtor. **Under no circumstances will an inquiry to DeMarco•Mitchell, PLLC, change the Voting Deadline.**

As provided in the Plan, material modifications to the Plan, exhibits to the Plan or documents related to the Plan may be made. Finally, all pleadings filed in the Case are on file with the Bankruptcy Court and are available for review during normal business hours. Written requests for a copy of any specific pleading or document may also be made to DeMarco•Mitchell, PLLC.

## **ARTICLE II**

### **BACKGROUND INFORMATION**

A. **Purpose of Chapter 11.** Chapter 11 is the principal business reorganization chapter of the Bankruptcy Code. Formulation of a plan of reorganization is the principal purpose of a Chapter 11 case. A plan is the vehicle for satisfying the holders of claims against and equity interests in a debtor.

The commencement of a Chapter 11 case creates an “estate” comprised of all the legal and equitable interests of the debtor. Sections 1101, 1107, and 1108 of the Bankruptcy Code provide that a debtor may remain in possession of its property and continue to operate its business as a “debtor in possession” (“**DIP**”) unless a Chapter 11 trustee is appointed. Thus, the Debtor has been operating in the ordinary course of business and under the supervision of the Bankruptcy Court. Additionally, as of the Petition Date, all litigation and actions by creditors to collect claims arising on or before the Petition Date, were stayed absent a specific Bankruptcy Court order authorizing the Debtor to pay such claims.

B. **Summary Description of Debtor’s Business.** ATR, is a Texas limited liability company, which currently operates from McKinney, Texas. ATR is a home based business that designs and resells decorative designs for application to a variety of different clothing.

C. **Events Leading to Bankruptcy.** ATR purchased the assets of JJ Motiff on April 8, 2014 for the sum of \$500,000. Zelideh Aponte and Carlos Jimenez (husband and wife) (the “**Principals**”) put \$200,000 down and financed the \$300,000 balance with JJ Motiff (the “**Motiff Note**”). Unfortunately, sales began to decline and it became difficult (eventually impossible) for ATR to continue making payments to JJ Motiff. Efforts to restructure the Motiff Note were unsuccessful.

D. **Commencement of the Case.** The primary cause for the filing of the Case was ATR’s inability to restructure the Motiff Note.

E. **Significant Events Since the Petition Date.** The following is a description of the events which have occurred since the Petition Date.

1. **Schedules and Statements.** The Debtor’s Schedules and Statements were timely filed with the Bankruptcy Court on October 31, 2016 [Docket Entry No. 01].

2. **Employment of Professionals.** As of the filing of this Disclosure Statement the only professional employed by the Debtor was DeMarco•Mitchell, PLLC.

a. Counsel for Debtor. DeMarco•Mitchell, PLLC, was employed to represent the Debtor by order entered December 20, 2016 [Docket Entry No. 24].

The Debtor has not found it necessary to engage and/or employ any additional professionals.

3. First Day Matters. The Debtor found it necessary to file the following first day pleadings:

a. *Debtor’s Emergency Motion for Order Authorizing the Interim and Final Use of Cash Collateral* [Docket Entry No. 2].

JJ Motiff initially contested the Motion for Authority to Use Cash Collateral. Nonetheless, an agreed interim order authorizing the Debtor to use cash collateral was entered on November 9, 2016 [docket Entry No. 16]. A second agreed interim order authorizing the Debtor to use cash collateral was entered on December 6, 2016 [Docket Entry No. 20].

The Debtor’s authority to use cash collateral expires on May 31, 2017 pursuant to the terms of a *Third Agreed order Authorizing Interim Use of Cash Collateral* [Docket Entry No. 33]. This third interim cash collateral order is substantially similar to the second interim cash collateral order except that it provides for an increase in adequate protection payments from \$1,500 per month to \$1,750 per month.

4. Plan and Disclosure Statement. On March 9, 2017, the Debtor filed the Plan and Disclosure Statement.

**ARTICLE III  
CLAIMS AGAINST THE DEBTOR**

- A. Bar Date. The Court established March 2, 2017, as the claims bar date for all creditors.
- B. Filed Proofs of Claim. As of March 9, 2017, there were three (3) proofs of claim filed against ATR asserting aggregate claims in the amount of \$17,339.51.
- C. Debtor’s Review of Proofs of Claims. The Debtor has reviewed its books and records and the Proofs of Claims filed. Based upon that review the Debtor posits as follows:

Claim	Claim Holder	Amount	Secured	Priority	Unsecured	Admin	Description
1	LiftFund, Inc.	\$14,430.16	\$14,430.16	\$0.00	\$0.00	\$0.00	Loan
2	American Express	\$2,909.35	\$0.00	\$0.00	\$2,909.35	\$0.00	Revolving
3	JJ Motiff	\$231,949.55	\$85,000.00	\$0.00	\$146,949.55	\$0.00	Secured
<b>TOTALS</b>			<b>\$14,430.16</b>	<b>\$100.00</b>	<b>\$2,909.35</b>	<b>\$0.00</b>	

**Notwithstanding anything set forth in this table and except as otherwise specifically provided for in the Plan, the Debtor [before the Effective Date] and the Reorganized Debtor [after the Effective Date] reserve any and all rights to object to or defend against any Claims asserted against the Debtor and/or the estate.**



D. **Scheduled Claims: No Proof of Claim Filed.** Several creditors were listed in the Debtor's schedules, which creditors did not file a proof of claim. The Debtor estimates the aggregate sum of all such non-contingent, liquidated and undisputed Claims to be approximately \$10,594.94. It was not necessary for these creditors to file a proof of claim pursuant to Federal Rule of Bankruptcy Procedure 3003(c)(2) in order for such creditors to participate in the voting process or to share in any distributions under the Plan.

E. **Insider Claims: Adjustment.** There are no insider claims.

F. **Additional Claim Objections.** Except to the extent that a claim is already allowed pursuant to a final non appealable order and/or the validity and amount is acknowledged in the Plan, 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.

G. **Avoidance Actions.** The Debtor has not yet completed their investigation with regard to prepetition transactions. If you received a payment or other transfer within 90 days of the bankruptcy, or other transfer avoidable under the Code, the Debtor may seek to avoid such transfer.

#### **ARTICLE IV ASSETS OF THE DEBTOR**

The following is a summary description of the Debtor's principal assets. The information has been compiled from the Debtor's financial records as reflected in the Debtor's Schedules and Statements.

1. **Deposits.** As of the Petition Date, the Debtor had an aggregate balance in its checking, savings and/or other financial accounts, certificates of deposit, security deposits and the like of approximately \$9,572.00.
2. **Real Property.** As of the Petition Date, the Debtor owned no real property.
3. **Receivables.** The receivable(s) due and owing the Debtor totaled approximately \$0.00 as of the Petition Date.
4. **Machinery, Fixtures, Supplies and Equipment.** The Debtor owns a variety of machinery, fixtures and equipment. As reflected in the Debtor's Schedules, the value of said property is approximately \$0.00.
5. **Inventory.** The Debtor had inventory valued at approximately \$82,975.00 as of the Petition Date.
6. **Executory Contracts and Leases.** The Debtor was not a party to any executory contracts as of the Petition Date.

#### **ARTICLE V PLAN SUMMARY**

The following is brief summary of the Plan in a table format. The following summary of the Plan is qualified in its entirety by the actual terms of the Plan. **In the event of any conflict, the terms of the Plan will control over any summary set forth in this Disclosure Statement.**

The Debtor believes that confirmation of the Plan provides the best opportunity for maximum recoveries for their respective creditors. The Debtor further believes, and will demonstrate to the Court, that their creditors will receive at least as much, and likely more, in value under the Plan than they would receive in an asset liquidation under chapter 7 of the Bankruptcy Code.

References in this Disclosure Statement as to the amount of Claims are based on the information reflected in the Debtor's Schedules and Statements or in proofs of Claims filed with the Bankruptcy Court and are not intended to be admissions regarding the Allowed amount of Claims or waivers of Debtor's rights to assert any otherwise available defense, recoupment, setoff, or counterclaim. The Debtor has not completed an audit of the filed proofs of Claims and will consider objecting to the allowance of some Claims, if appropriate.

CLASS	DESCRIPTION	IMPAIRED	METHOD OF PAYMENT	ESTIMATED ALLOWED CLAIM	ESTIMATED DISTRIBUTION
N/A	Administrative Expenses (11 U.S.C. §§503(b)(1) and (3)-(9), 507(a)(2))		Unpaid portion of Allowed Claims paid in full in Cash on Effective Date unless otherwise agreed	\$0.00	\$0.00
N/A	Administrative Expenses (11 U.S.C. §§503(b)(2), 507(a)(2))		Unpaid portion of Allowed Claims paid in full in Cash on Effective Date unless otherwise agreed	Estimated to NOT exceed \$20,000.00 [Professional Fees]	Estimated to NOT exceed \$20,000.00 [Professional Fees]
N/A	Priority Tax Claims		Either: (1) Cash payment of Allowed Claim; or (2) Paid in full in 60 equal monthly payments with interest	\$0.00	\$0.00
Class 1A	Secured <i>Ad Valorem</i> Tax Claims	NO	Paid in full and amortized over 5 years from the Petition Date at 12%	\$0.00	\$0.00
Class 1B	Secured Claim of LyftFund, Inc.	YES	Paid in full and amortized over 5 years from the Effective Date at the Secured Claim Interest Rate	\$14,430.16	\$14,430.16
Class 1C	Secured Claim of JJ Motiff	YES	Paid in full and amortized over 5 years from the	\$100,000.00	\$100,000.00

CLASS	DESCRIPTION	IMPAIRED	METHOD OF PAYMENT	ESTIMATED ALLOWED CLAIM	ESTIMATED DISTRIBUTION
			Effective Date at the Secured Claim Interest Rate		
Class 1D	Other Secured Claims	NO	Either: (1) unaltered contractual rights; (2) note cured and reinstated; or (3) surrender of collateral	\$0.00	\$0.00
Class 2	Priority Claims	NO	Paid in Cash on the Effective Date unless otherwise agreed	\$0.00	\$0.00
Class 3	Administrative Convenience Claims	YES	Paid Cash equal to lesser of \$250.00 or Allowed Amount of Claim	Up to \$250.00	Up to \$250.00
Class 4	General Unsecured Claims	YES	Pro Rata distribution from unsecured creditor pool	Estimated @ \$13,000.00	Estimated @ \$13,000.00
Class 5	Interests	NO	Retain all equity interests in Reorganized Debtor	N/A	N/A

A. **Administrative Expense Claims of Professionals.** The Debtor estimates \$20,000.00 in administrative expense claims will be due under the Plan. This claim is attributable to the fees and expenses incurred by professionals retained by the Debtor pursuant to sections 327 and 330 of the Bankruptcy Code. The only such professional presently employed by the Debtor is the Debtor's general bankruptcy counsel. Counsel for the Debtor has agreed to accept payment of its Allowed fees within nine (9) months of the Effective Date.

**ARTICLE VI**  
**DEBTOR'S CURRENT AND HISTORICAL FINANCIAL DATA**

The Debtor's three (3) most recent Monthly Operating Reports filed with the US Trustee and the Bankruptcy Court are attached hereto as **Exhibit "2"**. All other Monthly Operating Reports filed by the Debtor during this Case, if any, are on file with the Bankruptcy Court. The Debtor's current sources of Cash include income from operations and its current bank balances.

**ARTICLE VII**  
**DEBTOR'S PROJECTIONS**

The Debtor developed a set of financial projections, which projections are attached as **Exhibit "3"** ("**Financial Projections**"). The Financial Projections are based on a number of significant assumptions, including, among other things, the successful reorganization of the Debtor. **ACTUAL OPERATING RESULTS MAY VARY.**

As a condition to confirmation of the Plan, the Bankruptcy Code requires, among other things, that the Court determine that confirmation is not likely to be followed by the liquidation or the need for further financial reorganization of the Debtor. In connection with the development of the Plan, and for purposes of determining the feasibility of the Plan (discussed *infra*), the Debtor has, analyzed the ability to perform under the Plan. The Financial Projections were also prepared in an effort to assist the holders of Allowed Claims and Interests in determining whether to accept or reject the Plan.

The Financial Projections were prepared in good faith based upon assumptions believed to be reasonable. The Financial Projections were prepared in August, 2016, and were based, in part, on the current economic conditions prevailing at the time. Any future changes in these conditions may materially impact the Debtor's ability to achieve the Financial Projections.

THE FINANCIAL PROJECTIONS WERE NOT PREPARED WITH A VIEW TOWARDS COMPLYING WITH THE GUIDELINES FOR PROSPECTIVE FINANCIAL STATEMENTS PUBLISHED BY THE AMERICAN INSTITUTE OF CERTIFIED PUBLIC ACCOUNTANTS.

THE FINANCIAL PROJECTIONS, WHILE PRESENTED WITH NUMERICAL SPECIFICITY, ARE NECESSARILY BASED ON A VARIETY OF ESTIMATES AND ASSUMPTIONS, WHICH, THOUGH CONSIDERED REASONABLE BY THE DEBTOR, MAY NOT BE REALIZED, AND ARE INHERENTLY SUBJECT TO SIGNIFICANT BUSINESS, ECONOMIC AND CLIMATE UNCERTAINTIES WHICH MAY BE BEYOND THE DEBTOR'S CONTROL. THE DEBTOR CAUTIONS THAT NO REPRESENTATIONS CAN BE MADE AS TO THE ACCURACY OF THE FINANCIAL PROJECTIONS OR TO THE REORGANIZED DEBTOR'S ABILITY TO ACHIEVE THE PROJECTED RESULTS.

1. Scope of the Financial Projections. The Financial Projections cover a period of five (5) years, commencing from an anticipated Effective Date in April, 2017, through and including April, 2022 ("**Projection Period**"). The Financial Projections are based on the assumption that the Plan will be confirmed by the Court, and that the Effective Date will occur in October, 2016. As demonstrated by the Financial Projections, the Reorganized Debtor will have sufficient cash flow to make all required payments under the Plan.

2. Significant Assumptions. The Financial Projections summarize the Reorganized Debtor's projected revenues, expenses, capital expenditure and financing needs. The projections are based on a number of assumptions, which assumptions are set forth herein. ***The projected results are dependent on the successful implementation of the Reorganized Debtor's business strategies and are, in part, based on assumptions and events over which the Reorganized Debtor will have limited control.*** Changes in the facts or circumstances underlying such assumptions could materially affect the projections. As a result, no assurances can be made that the Financial Projections will be achieved by the Reorganized Debtor.

**ARTICLE VIII**  
**RISK FACTORS**

CONSIDER CAREFULLY THE FACTORS SET FORTH BELOW AS WELL AS THE OTHER INFORMATION SET FORTH IN THIS DISCLOSURE STATEMENT PRIOR TO VOTING TO ACCEPT OR REJECT THE PLAN. THESE RISK FACTORS SHOULD NOT, HOWEVER, BE REGARDED AS CONSTITUTING THE ONLY RISKS INVOLVED IN CONNECTION WITH THE PLAN AND ITS IMPLEMENTATION.

A. **Projected Financial Information.** As stated supra, the Financial Projections are dependent on a variety of assumptions. Moreover, the Financial Projections assume confirmation and consummation of the Plan. While the Debtor believes the Financial Projections are reasonably attainable, variations between actual financial results and those projected may occur and be material.

1. **Operational Risks.** The economy remains tumultuous and uncertain. The Debtor has little control over these economic factors and conditions.

2. **Government.** The Government can play a significant role in impacting Debtor's operations. There are numerous laws and regulations concerning the collection of debt, especially the types of debt collected by the Debtor.

B. **Bankruptcy Considerations.**

1. **Non-Confirmation of the Plan.** While the Debtor believes the Plan satisfies all of the requirements necessary for confirmation by the Court, there can be no assurance that the Court will reach the same conclusion. Moreover, there can be no assurance that modifications of the Plan will not be required for confirmation or that such modifications would not necessitate the resolicitation of votes to accept the Plan, as modified.

2. **Non-Occurrence of the Effective Date.** Although the Debtor believes the Effective Date will occur during October, 2016, there can be no assurance as to the timing or that conditions to the Effective Date contained in the Plan will occur.

**ARTICLE IX**  
**CONFIRMATION REQUIREMENTS AND PROCEDURES**

A. **Requirements for Confirmation.** At the Confirmation Hearing, the Court will determine whether the provisions of section 1129 of the Code have been satisfied. Section 1129 of the Bankruptcy Code, as applicable here, provides as follows:

The Plan must comply with the applicable provisions of the Code, including section 1123 which specifies the mandatory contents of a plan and section 1122 which requires that Claims and Interests be placed in Classes with "substantially similar" Claims and Interests (section 1129(a)(1)). To summarize, the proponents of the Plan must comply with the applicable provisions of the Code (section 1129(a)(2)); the Plan must have been proposed in good faith and not by any means forbidden by law (section 1129(a)(3)); any payment made or to be made by the Debtor, by the Debtor, or by a person issuing securities or acquiring property under the Plan, for services or for costs and expenses in or in connection with the Case, or in connection with the Plan and incident to the Case, must be disclosed to the Court and approved or be subject to the approval of the Court as reasonable (section 1129(a)(4)); the Debtor must

disclose the identity and affiliations of any individual proposed to serve, after Confirmation of the Plan, as a director, officer, or voting trustee of the reorganized debtor, of an affiliate of the Debtor participating in a plan with the Debtor, or of a successor to the Debtor under the Plan; and the Debtor must also disclose the identity of any insider that will be employed or retained by the reorganized debtor and the nature of any compensation for such insider (section 1129(a)(5)).

The Plan must further meet the “best interest of creditors” test which requires that each holder of a Claim or Interest of a Class of Claims or Interests that is impaired under the Plan either 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 receive or retain if the Debtor was liquidated on such date under Chapter 7 of the Code. If the holders of a Class of Secured Claims make an election under section 1111(b) of the Code, each holder of a Claim in such electing Class must receive or retain under the Plan on account of its Claim property of a value, as of the Effective Date of the Plan, that is not less than the value of its interest in the Debtor’s interest in the property that secures its Claim (section 1129(a)(7)). To calculate what non-accepting holders would receive if the Debtor was liquidated under Chapter 7, the Court must determine the dollar amount that would be generated upon disposition of the Debtor’s assets and reduce such amount by the costs of liquidation.

Finally, each Class of Claims or Interests must either accept the Plan or not be impaired under the Plan (section 1129(a)(8)); except to the extent that the holder of a particular Claim has agreed to a different treatment of such Claim, the Plan must provide that holders of Administrative Claims and Priority Claims (other than tax claims) will be paid in full in cash on the Effective Date of the Plan, and that holders of priority tax Claims will receive on account of such Claims deferred cash payments, over a period not exceeding five (5) years after the date of assessment of such tax, of a value, as of the Effective Date of the Plan, equal to the Allowed amount of such Claim (section 1129(a)(9)); at least one impaired Class must accept the Plan, determined without including the acceptance of the Plan by any insider holding a Claim of such Class (section 1129(a)(10)); the Plan must be “feasible” -- it cannot be likely that confirmation of the Plan will be followed by the liquidation, or the need for further financial reorganization, of the Debtor or any successor to the Debtor under the Plan, unless such liquidation is proposed in the Plan (section 1129(a)(11)); all fees required to be paid under the Code have been paid or the Plan provides for such payment on its Effective Date (section 1129(a)(12)); and the Plan provides for the continuation after the Effective Date of the payment of all retiree benefits at the level established prior to Confirmation, pursuant to the provisions of §1114 of the Code (section 1129(a)(13)).

**B. 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. The Debtor, in Article IV of the Plan, set forth which Claims are impaired and which Claims are not impaired.

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: (A) the Debtor has scheduled the claim on the Debtor's schedules, unless the claim has been scheduled as disputed, contingent, or unliquidated, or (B) the creditor has filed a proof of claim or equity interest, and no 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.

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:

- a. holders of Claims and Equity Interests that have been disallowed by an order of the Court;
- b. 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.
- c. holders of claims or equity interests in unimpaired classes;
- d. holders of Claims entitled to priority pursuant to §507(a)(2), (a)(3), and (a)(8) of the Code; and
- e. holders of claims or equity interests in classes that do not receive or retain any value under the Plan; and
- f. holders of administrative expense Claims.

**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.

C. 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 "cram down" on non-accepting classes, as discussed *infra*.

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 (½) 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 Nonaccepting Classes. Even if one or more impaired classes reject the Plan, the Court may nonetheless confirm the Plan if the nonaccepting classes are treated in the manner prescribed by §1129(b) of the Code. A plan that binds nonaccepting classes is commonly referred to as a “cram down” plan. The Code allows the Plan to bind nonaccepting 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” toward each impaired class that has not voted to accept the Plan.

D. Ballots and Voting. Holders of Allowed Claims entitled to vote on the Plan have been sent a Ballot, together with instructions for voting, with this Disclosure Statement. Claimants should read the Ballot carefully and follow the instructions contained therein. In voting for or against the Plan, please use only the Ballot(s) that accompanies this Disclosure Statement.

**IF YOU ARE A MEMBER OF A CLASS ENTITLED TO VOTE ON THE PLAN AND DID NOT RECEIVE A BALLOT, OR IF YOUR BALLOT IS DAMAGED OR LOST, OR IF YOU HAVE ANY QUESTIONS CONCERNING VOTING PROCEDURES, YOU SHOULD CONTACT COUNSEL FOR THE DEBTOR:**

ROBERT T. DeMARCO  
DEMARCO-MITCHELL, PLLC  
1255 WEST 15<sup>TH</sup> STREET, 805  
PLANO, TEXAS 75075

**THE VOTING DEADLINE IS 5:00 P.M., CENTRAL DAYLIGHT TIME, ON MARCH , 2017 IN ORDER TO BE COUNTED, BALLOTS MUST BE ACTUALLY RECEIVED BY COUNSEL FOR THE DEBTOR ON OR BEFORE 5:00 P.M., CENTRAL STANDARD TIME, ON THE VOTING DEADLINE AT THE ADDRESS SET FORTH IN THE BALLOT INSTRUCTIONS WHICH ACCOMPANY THE ENCLOSED BALLOT. EXCEPT TO THE EXTENT ALLOWED BY THE BANKRUPTCY COURT, BALLOTS RECEIVED AFTER THE VOTING DEADLINE MAY NOT BE ACCEPTED OR USED IN CONNECTION WITH THE DEBTOR’S REQUEST FOR CONFIRMATION OF THE PLAN OR ANY MODIFICATION THEREOF.**

E. Incomplete or Irregular Ballots. Ballots which fail to designate the Class to which they apply shall be counted in the appropriate Class as determined by the Debtor, subject only to contrary determinations by the Bankruptcy Court. Ballots of claimants that are signed and returned, but do not indicate a vote either for acceptance or rejection of the Plan, shall be counted as ballots for the acceptance of the Plan if permitted by the Bankruptcy Court.

F. Contested and Unliquidated Claims. Contested Claims are not entitled to vote to accept or reject the Plan. If you are the holder of a Contested Claim, you may ask the Bankruptcy Court pursuant to Bankruptcy Rule 3018 to have your Claim temporarily Allowed for the purpose of voting.



G. **Possible Reclassification of Creditors and Interest Holders.** The Debtor is required pursuant to § 1122 of the Bankruptcy Code to place Claims and Interests into Classes that contain substantially similar Claims or Interests. While the Debtor believes it has classified all Claims and Interests in compliance with § 1122, it is possible that a Claimant or Interest holder may challenge the classification of its Claim or Interest. If the Debtor is required to reclassify any Claims or Interests of any Claimants or Interest holders under the Plan, the Debtor, to the extent permitted by the Bankruptcy Court, intend to continue to use the acceptances received from such Claimants or Interest holders pursuant to the solicitation of acceptances using this Disclosure Statement for the purpose of obtaining the approval of the Class or Classes of which such Claimants or Interest holders are ultimately deemed to be a member. Any reclassification of Claimants or Interest holders should affect the Class in which such Claimants or Interest holders were initially a member, or any other Class under the Plan, by changing the composition of such Class and the required vote thereof for approval of the Plan.

#### **ARTICLE X FEASIBILITY**

A. **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 any successor to the Debtor, unless such liquidation or reorganization is proposed in the Plan.

1. **Ability to Initially Fund Plan.** The Debtor believes that it 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. As of January 31, 2017, the Debtor had approximately \$24,735.62 on deposit in its bank account. Additionally, Debtor anticipates funds from continued business operations as reflected in the projections attached hereto.

2. **Ability to Make Future Plan Payments and Operate Without Further Reorganization.** Based upon the Financial Projections and the assumptions set forth therein, the Debtor believes it will have adequate cash flow during the next five years to make all required Plan payments. The Debtor believes it is extremely speculative to forecast, with any degree of specificity, the cash flow figures beyond one (1) year, let alone five (5) years. Nonetheless, the Debtor estimates the net cash flow from business operations will remain relatively stable over time and that they will be able to fund operations going forward and, therefore, that confirmation of the Plan is not likely to be followed by liquidation or the need for further reorganization.

#### **ARTICLE XI BEST INTEREST TEST / LIQUIDATION ANALYSIS**

With respect to each Impaired Class of Claims, confirmation of the Plan requires that each holder of an Allowed Claim either: (A) accept the Plan; or (B) receive or retain under the Plan property of a value, as of the Effective Date, that is not less than the value such holder would receive or retain if the Debtor was liquidated under chapter 7 of the Bankruptcy Code. To determine what holders of Allowed Claims in each Impaired Class would receive if the Debtor was liquidated under chapter, the Court must determine the dollar amount that would be generated from the liquidation of the Debtor's assets in the context of a chapter 7 liquidation case – a liquidation analysis. The cash amount that would be available for the satisfaction of Allowed Claims would consist of the proceeds resulting from the disposition of the

unencumbered non-exempt assets of the Debtor less the costs and expenses of liquidation and additional administrative claims resulting from the chapter 7 process.

The Debtor's costs of liquidation under chapter 7 would include the fees payable to a chapter 7 bankruptcy trustee, as well as those fees that might be payable to attorneys and other professionals engaged by the chapter 7 trustee. In addition, Claims would arise by reason of the breach or rejection of obligations incurred and leases and executor contracts assumed or entered into by the Debtor during the pendency of the bankruptcy case. To determine if the Plan is in the best interests of each Impaired Class, the value of the distributions from the proceeds of a liquidation under chapter 7 of the Debtor's unencumbered and non-exempt assets after subtracting the costs associated with such a liquidation are then compared with the value of the property offered to such Classes of Claims under the Plan.

After considering the effects that a chapter 7 liquidation would have on the ultimate proceeds available for distribution to holders of Allowed Claims, including: (A) the increased costs and expenses of a chapter 7 liquidation; and (B) the likely erosion in value of the Debtor's unencumbered assets in the context of an expeditious liquidation and "forced sale" atmosphere that would prevail under chapter 7, the Debtor has determined that confirmation of the Plan will provide each holder of an Allowed Claim with a recovery that is not less than such holder would receive pursuant to a chapter 7 liquidation.

The following liquidation analysis<sup>1</sup> provides a summary of the liquidation values of the Debtor's assets, assuming a chapter 7 liquidation in which a trustee appointed by the Court would liquidate the assets of the Debtor's estates.

**A. CHAPTER 7 DIVIDENDS PAID.** The Debtor makes the following assumptions:

ASSET	LIQUIDATION VALUE	LIEN	NET ASSET VALUE
Accounts with Financial Institutions	\$24,735.62	\$231,949.55	\$0.00
Inventory	\$53,933.75 <sup>2</sup>	\$231,949.55	\$0
<b>TOTAL</b>			<b>\$0.00</b>

ASSUMPTION	COST
Additional administrative costs associated with a distressed sale (sale completed within 6-9 months by auction) of the Inventory will result in a sales price approximately fifteen percent (15%) less than the Debtor's assumed liquidation value.	<N/A>
Chapter 7 Trustee Fees (25% of first \$5,000; 10% of next \$45,000; 5% of the next \$950,000; and 3% of all monies in excess of \$1,000,000) and Legal Fees (\$0.00)	<N/A>

<sup>1</sup> These values are accurate as of July 31, 2016, except as otherwise noted.

<sup>2</sup> This value is 65% of the actual inventory on the Petition Date (\$82,975.00).

As set forth in the above table, Debtor asserts that the liquidation value of the Debtor's collective assets, net of secured liens, is approximately \$0.00.

The Debtor estimates the net recovery by a chapter 7 bankruptcy trustee, based upon the above referenced assumptions, will be \$0.00. In short, it is the Debtor's opinion that if the case were converted to one under chapter 7 of the Bankruptcy Code, the dividend paid to the unsecured creditors would be substantially and significantly less than the dividends to be paid under the Plan.

B. **PLAN DIVIDENDS PAID.** The Debtor makes the following assumptions:

ASSUMPTION	COST
The Debtor is able to continue operating through the Plan term of five (5) years and will meet or exceed the projections provided herewith.	N/A
The Debtor will not liquidate any equipment or inventory.	N/A

The Plan currently provides for the payment to ALL Creditors (unsecured and secured) 100% of their respective Allowed Claims (approximately \$130,000 over 5 years) with the exception of JJ Motiff who's claim will be reduced to \$100,000 and treated as an Allowed Secured Claim. Debtor contends the Plan provides for a greater dividend to all creditors than would a liquidation of assets under chapter 7.

## ARTICLE XII ALTERNATIVES TO CONFIRMATION

If the Plan is not confirmed and consummated, the alternatives to the Plan include: (A) liquidation of the Debtor under chapter 7 of the Bankruptcy Code; and (B) an alternative plan of reorganization or liquidation.

A. **Alternative Plan or Plan of Liquidation.** If the Plan is not confirmed, the Court could confirm a different plan. The Plan is, in essence, a reorganization of the Debtor's business enterprise. A different plan might include a different form of restructuring or a liquidation of the business. The Debtor believes that the Plan enables creditors and interest holders to realize the highest and best value under the circumstances. Further, the Debtor believes that any liquidation of the Debtor's assets or alternative form of chapter 11 is a much less attractive alternative to creditors than the Plan because of the far greater returns and certainty provided therein. Other alternatives would involve diminished recoveries, significant delay, uncertainty, and additional administrative costs.

B. **Liquidation Under Chapter 7.** If no Plan is confirmed, the Chapter 11 case may be converted to one under chapter 7 pursuant to which a trustee will be appointed to liquidate the Debtor's assets.

**ARTICLE XIII**  
**CRAMDOWN [§ 1129(b) OF THE BANKRUPTCY CODE]**

In the event any Impaired Class of Claims shall fail to accept the Plan in accordance with § 1129(a) of the Bankruptcy Code, the Debtor shall request the Bankruptcy Court to confirm the Plan in accordance with the provisions of § 1129(b) of the Bankruptcy Code.

The Court may confirm a plan, even if it is not accepted by all impaired Classes, if the Plan has been accepted by at least one impaired Class of Claims and the Plan meets the “cramdown” provisions set forth in § 1129(b) of the Code. The “cramdown” provisions require that the Court find that a plan “does not discriminate unfairly” and is “fair and equitable” with respect to each non-accepting impaired Class. In the event that all impaired Classes do not vote to accept the Plan, the Debtor will request that the Bankruptcy Court nonetheless confirm the Plan pursuant to the provisions of § 1129(b) of the Code.

The Court may find that the Plan is “fair and equitable” with respect to a Class of non-accepting impaired Interests only if (a) the holder of an Interest will receive or retain under the Plan property of a value as of the Plan’s Effective Date equal to the greatest of any fixed liquidation preference or redemption price or the value of such Interest or (b) the holder of any Interest that is junior to such Interest will not receive or retain any property under the Plan.

The Court may find that the Plan is “fair and equitable” with respect to a Class of non-accepting impaired Unsecured Claims only if (a) each impaired unsecured Creditor receives or retains under the Plan property of a value as of the Effective Date of such Plan equal to the amount of its Allowed Claim, or (b) the holder of any Claim or Interest that is junior to the Claims of the dissenting Class will not receive or retain any property under the Plan.

The Court may find that the Plan is “fair and equitable” with respect to a Class of non-accepting Secured Claims, only if, under the Plan, (a) the holder of each Secured Claim in such Class retains such holder’s lien and receives deferred cash payments totaling at least the Allowed amount of such Secured Claim and having a value, as of the Effective Date of the Plan, equal to or in excess of the value of such holder’s interest in the estate’s interest in the collateral for the Secured Claim, (b) the collateral for such Secured Claim is sold, the lien securing such Claims attached to the proceeds, and such liens on proceeds are afforded the treatment described under clause (a) or (c) of this sentence, or (c) the holders of such Secured Claims realize the “indubitable equivalent” of their claims.

**ARTICLE XIV**  
**EFFECT OF CONFIRMATION**

1. Discharge and Release of Debtor. Pursuant to Bankruptcy Code Section 1141(d), confirmation of this Plan DISCHARGES the Debtor as it is a reorganization of the Debtor’s business enterprise.

2. Release. None of the officers, shareholders, financial advisors, attorneys, or employees of the Debtor (“Released Parties”) shall have any liability for actions taken or omitted to be taken in good faith under or in connection with the Plan or financial obligations and claims dealt with in this Plan or in the bankruptcy case.

3. Temporary Injunction. Confirmation of the Plan shall result in a temporary injunction enjoining all Creditors from commencing or continuing any proceeding against any guarantor, partner, officer, manager or member of the Debtor that would otherwise be liable to such Creditor so long as the Reorganized Debtor is not in default respecting that Creditor's treatment under the Plan. The temporary injunction terminates as to each such Creditor when: (i) the Reorganized Debtor fails to cure any default as set forth in Section Q of ARTICLE XII of the Plan; or (ii) the Reorganized Debtor has tendered all payments to such Creditor as provided for in this Plan. Any statute of limitations relating to the collecting of an obligation from any guarantor, partner, officer, manager or member of the Debtor that is subject to the foregoing temporary injunction is tolled during the temporary injunction period.

4. Permanent Injunction. Confirmation of the Plan shall result in the issuance of a permanent injunction against the: (i) collecting of Claims against the Reorganized Debtor in any manner other than as provided for in the Plan; and (ii) collecting any disallowed Claim from any guarantor, partner, officer, manager or member of the Debtor that would otherwise be liable to the holder of such disallowed Claim.

## ARTICLE XV

### CERTAIN FEDERAL INCOME TAX CONSEQUENCES OF THE PLAN

**THE DEBTOR DOES NOT PURPORT TO PROVIDE TAX ADVICE TO THE HOLDERS OF CLAIMS. THE FOREGOING DISCUSSION IS INTENDED ONLY AS A SUMMARY OF POSSIBLE FEDERAL INCOME TAX CONSEQUENCES OF THE PLAN, AND IS NOT A SUBSTITUTE FOR CAREFUL TAX PLANNING WITH A TAX PROFESSIONAL. THE FOREGOING DISCUSSION IS FOR INFORMATION PURPOSES ONLY AND IS NOT TAX ADVICE. THE TAX CONSEQUENCES ARE IN MANY CASES UNCERTAIN AND MAY VARY DEPENDING ON A HOLDER'S INDIVIDUAL CIRCUMSTANCES. ACCORDINGLY, HOLDERS OF CLAIMS ARE URGED TO CONSULT WITH THEIR TAX ADVISORS ABOUT THE FEDERAL, STATE, LOCAL AND FOREIGN INCOME AND OTHER TAX CONSEQUENCES OF THE PLAN ON THEIR TAX RETURNS AND TAX LIABILITIES.**

A. Tax Consequences of the Plan. 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. IRS Publication 908, entitled "Bankruptcy Tax Guide" provides valuable information regarding the federal income tax aspects of bankruptcy. The "Bankruptcy Tax Guide" is available from the Debtor upon request made to [robert@demarcomitchell.com](mailto:robert@demarcomitchell.com), or directly from the IRS online at <http://www.irs.gov/pub/irs-pdf/p908.pdf>.

B. Cancellation of Debt. Cancellation of the Debtor's debt ("**COD**") is generally considered as taxable income of the Debtor. COD is the amount by which the indebtedness discharged exceeds any consideration given in exchange. However, there are exceptions which prevent COD from being treated as taxable income. To the extent the Debtor is insolvent or the Debtor is discharged in a bankruptcy proceeding, as is the case at bar, the Internal Revenue Code excludes COD from income. The statutory exclusion for COD from the Debtor's gross income in a chapter 11 bankruptcy case arises where a discharge is granted by the Court as is requested in the Plan.

C. **Consequences of COD.** The Debtor will, however, have certain tax attributes reduced to the COD income. The tax attributes are generally reduced in the following order: (i) Net Operating Loss ("**NOL**") for the year of the discharge and NOL carryovers from prior years; (ii) general business tax credit carryovers; (iii) minimum tax credit available as of the beginning of the year following the year of the discharge; (iv) net capital loss for the year of the discharge and capital loss carryovers from prior years; (v) basis of the Debtor's assets; (vi) passive activity loss and credit carryovers from the year of discharge; and foreign tax credit carryovers to or from the year of discharge. As a result of the implementation of the Plan, the Debtor will have COD and potential tax attribute reduction. *Because any reduction in tax attributes does not effectively occur until the first day of the taxable year following the taxable year in which the COD is incurred, the resulting COD, on its own, should not impair the ability of the Debtor to use their tax attributes (to the extent otherwise available) to reduce its tax liability, if any, otherwise resulting from the Plan implementation.*

D. **Holders of Allowed Claims.** The tax consequences associated with distributions under the Plan to the holders of Allowed Claim will depend on, among other things: (i) the consideration received or deemed to have been received by the holder of any such Claim; (ii) whether the Allowed Claim holder reports income on an accrual or cash basis; (iii) the taxable year in which any distributions under the Plan are received by the Allowed Claim holder; whether the Claim was allowed or disputed as of the Effective Date; and whether such Allowed Claim holder had previously written the obligation off as bad debt.

**ALLOWED CLAIM HOLDERS ARE URGED TO CONSULT WITH THEIR TAX ADVISORS ABOUT THE FEDERAL, STATE, LOCAL AND FOREIGN TAX CONSEQUENCES OF THE PLAN.**

**ARTICLE XVI  
RECOMMENDATION OF THE DEBTOR**

The Debtor believes that the Plan is in the best interests of all Creditors. Accordingly, the Debtor recommends that you vote for acceptance of the Plan and hereby solicit your acceptance of the Plan.

Respectfully submitted,

Dated: March 9, 2017

/s/ Carlos Jimenez

**Carlos Jimenez**

President

ATR Global Resources, LLC

Presented by:

/s/ Robert T. DeMarco

**DeMarco•Mitchell, PLLC**

Robert T. DeMarco, Texas Bar No. 24014543

**Email** robert@demarcomitchell.com

Michael S. Mitchell, Texas Bar No. 00788065

**Email** mike@demarcomitchell.com

1255 W. 15<sup>th</sup> Street, 805

Plano, TX 75075

**T** 972-578-1400

**F** 972-346-6791

**Attorneys for the Debtor and  
Debtor-in-Possession**

**EXHIBIT "A"**



**DeMarco•Mitchell, PLLC**  
Robert T. DeMarco  
Michael S. Mitchell  
1255 West 15<sup>th</sup> St., 805  
Plano, TX 75075  
T 972-578-1400  
F 972-346-6791

**IN THE UNITED STATES BANKRUPTCY COURT  
EASTERN DISTRICT OF TEXAS  
SHERMAN DIVISION**

**IN RE:**

**ATR GLOBAL RESOURCES, LLC**  
46-3875335  
2904 Cypress Point Dr.  
McKinney, TX 75070

**Debtor.**

**Case No.: 16-41995-BTR-11**

**Chapter: 11**

**DEBTOR’S PLAN OF REORGANIZATION  
[DATED MARCH 9, 2017]**

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Pursuant to section 1121(a) of the Bankruptcy Code, ATR Global Resources, LLC, the debtor and debtor-in-possession in this Case (defined *infra*) hereby proposes this Plan of Reorganization.

**ARTICLE I  
INTRODUCTION**

A. **Purpose of the Plan.** The purpose of this Plan (defined *infra*) is to provide the details of the Debtor’s (defined *infra*) proposed reorganization and proposed distributions of money and/or property to its Creditors (defined *infra*). After the Plan has been confirmed, the Bankruptcy Court (defined *infra*) will retain jurisdiction to determine the allowance of all Claims (defined *infra*) and to effectuate and enforce the terms of this Plan.

B. **Plan Summary.**

1. **Reorganization:** The Plan provides for a reorganization and restructuring of the Debtor’s financial obligations.

2. **Distribution:** The Plan provides for a distribution to Creditors in accordance with the terms of the Plan from the Debtor over the course of five (5) years from the Debtor’s business operations and pursuant to the terms of the various secured obligations as modified in the Plan.

**ARTICLE II**  
**DEFINITIONS AND RULES OF CONSTRUCTION**

A. **Specific Definitions.** Unless the context otherwise requires, the following terms shall have the following meanings when used in initially capitalized form in this Plan. Such meanings shall be equally applicable to both the singular and plural forms of such terms. Any term used in initially capitalized form in this Plan that is not defined herein, but that is defined in the Bankruptcy Code, shall have the meaning assigned to such term in the Bankruptcy Code.

1. **Administrative Claim** means any right to payment constituting a cost or expense of administration of the Case of a kind specified under § 503(b) of the Bankruptcy Code and entitled to priority under §§ 507(a)(2), 507(b) or 1114(e)(2) of the Bankruptcy Code, including, without limitation: (i) any actual and necessary costs and expenses of preserving the Debtor's Estate; (ii) any actual and necessary costs and expenses of operating the Debtor's business enterprise; (iii) any indebtedness or obligations incurred or assumed by the Debtor in connection with the conduct of its business enterprise; (iv) all compensation and reimbursement of expenses to the extent awarded by the Court under §§ 330, 331 or 503 of the Bankruptcy Code; (v) any fees or charges assessed against the Debtor's Estate under § 1930 of chapter 123 of title 28 of the United States Code; and (vi) any Claim for goods delivered to the Debtor within twenty days of the Petition Date and entitled to administrative priority pursuant to § 503(b)(9) of the Bankruptcy Code.

2. **Allowed Amount** means the amount in lawful currency of the United States of any Allowed Claim, or the number of shares representing any Allowed Interest.

3. **Allowed** means, with reference to any Claim or Interest: (i) a Claim against or Interest in the Debtor, proof of which, if required, was filed on or before the Bar Date, which is not a Contested Claim or Contested Interest; (ii) if no proof of claim or interest was so filed, a Claim against or Interest in the Debtor that has been or hereafter is listed by the Debtor in the Schedules as liquidated in amount and not disputed or contingent as such Schedules may be amended from time to time in accordance with Bankruptcy Rule 1009; or (iii) a Claim or Interest allowed hereunder or by Final Order. Moreover, the following Claims or Interests are not Allowed: (i) any Claim or Interest allowed solely for the purpose of voting to accept or reject the Plan pursuant to an order of the Court; (ii) any Claim or Interest, or any portion thereof, which is subsequently withdrawn, disallowed, released or waived by the holder thereof, by this Plan, or pursuant to a Final Order; and (iii) any Claim or Interest, or any portion thereof, which is attributable to punitive damages or penalties.

4. **ATR** means ATR Global Resources, LLC.

5. **Avoidance Action** means any claim or cause of action belonging to the Debtor and arising under the Bankruptcy Code including, but not limited to, §§ 544, 547, 548 and 550.

6. **Ballot** means each of the ballot forms distributed with the Disclosure Statement to each holder of an impaired Claim or Interest (other than to holders not entitled to vote on the Plan) upon which is to be indicated, among other things, acceptance or rejection of the Plan.

7. **Bankruptcy Code** means Title 11 of the United States Code, 11 U.S.C. §§ 101 *et seq.*, as in effect on the date hereof.

8. **Bankruptcy Court** means the United States Bankruptcy Court for the Eastern District of Texas, Sherman Division.

9. **Bankruptcy Rules** means the Federal Rules of Bankruptcy Procedure as promulgated by the United States Supreme Court under § 2075 of title 28 of the United States Code, and local rules of the Court, as the context requires, and as in effect on the date hereof.

10. **Bar Date** means the deadline by which a Claim must have been timely filed. The Bar Date for all Administrative Claims is the date that is ninety (90) days after the Effective Date.

11. **Business Day** means any day other than a Saturday, a Sunday or a “legal holiday” as that phrase is defined in Bankruptcy Rule 9006(a).

12. **Case** means the above entitled and numbered case which was commenced by the Debtor’s filing of a voluntary petition for relief pursuant to the Bankruptcy Code.

13. **Causes of Action** means any and all claims, rights and causes of action that have been or could have been brought by or on behalf of the Debtor arising before, on or after the Petition Date, known or unknown, in contract or in tort, at law or in equity or under any theory of law, including, but not limited to any and all claims, rights and causes of action the Debtor or the Estate may have against any Person arising under chapter 5 of the Bankruptcy Code, or any similar provision of state law or any other law, rule, regulation, decree, order, statute or otherwise, including but not limited to any claim or cause of action under a policy of insurance, claims, if any, against officers and directors of the Debtor, Avoidance Actions under the Code, and any other causes of action belonging to the Debtor or the Estate.

14. **Claim** means: (i) right of payment, whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured; or (ii) a 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.

15. **Claimant** means the holder of a Claim or Interest.

16. **Claims Objection Deadline** means the date by which parties authorized by the Plan may file any objection to a Claim, which date shall be ninety (90) days after the Effective Date, except with respect to Administrative Claims as otherwise provided for herein.

17. **Class** means all of the holders of Claims or Interests with respect to the Debtor that has been designated as a class in ARTICLE IV hereof.

18. **Confirmation** means the entry by the Bankruptcy Court of the Confirmation Order.

19. **Confirmation Date** means the date of entry by the Bankruptcy Court of an order confirming the Plan.

20. **Confirmation Hearing** means the hearing or hearings to be held before the Bankruptcy Court in which the Debtor shall seek Confirmation of this Plan.

21. **Confirmation Order** means the Final Order confirming this Plan.

22. **Contested** when used with respect to a Claim or Interest, means a Claim against or Interest in the Debtor that is: (i) listed in the Debtor's Schedules as disputed, contingent, or unliquidated and as to which a proof of claim has been timely filed; (ii) listed in the Debtor's Schedules as undisputed, liquidated, and not contingent and as to which a proof of Claim or Interest has been filed with the Bankruptcy Court, to the extent the proof of Claim or Interest amount exceeds the amount provided for in the Debtor's Schedules; or (iii) the subject of an objection which has been or may be timely filed by any party in interest or the United States Trustee and which claim has not been disallowed by Final Order. To the extent an objection relates to the allowance of only a part of a Claim or Interest, such a Claim or Interest shall be a Contested Claim or Contested Interest only to the extent of the objection.

23. **Creditor** means holder of a Claim as of the Petition Date.

24. **Debtor** means the Debtor in this Case as the context requires.

25. **Disclosure Statement** means the Disclosure Statement for this Plan, together with any supplements, amendments, or modifications thereto.

26. **Effective Date** means the date on which the Confirmation Order becomes a Final Order.

27. **Entity** includes any individual, partnership, corporation, estate, trust, governmental unit, person, and the United States Trustee.

28. **Estate** means the bankruptcy estate of the Debtor created by Section 541 of the Bankruptcy Code upon the commencement of this Case.

29. **Final Order** means: (i) an order of the Bankruptcy Court as to which the time to appeal, petition for certiorari, or move for reargument or rehearing has expired and as to which no appeal, petition for certiorari, or other proceedings for reargument or rehearing, shall then be pending or, (ii) in the event that an appeal, writ of certiorari, reargument or rehearing thereof has been sought, such order of the Bankruptcy Court shall have been affirmed by the highest court to which such order may be appealed, or certiorari has been denied, and the time to take any further appeal, petition for certiorari or move for reargument or rehearing shall have expired; provided, however, that the Confirmation Order may be treated as a Final Order if no stay pending appeal has been obtained.

30. **Initial Distribution Date** means the first Business Day on which a distribution is made under the Plan to holders of Allowed Claims.

31. **Insider** means: (i) a director of the Debtor; (ii) an officer of the Debtor; (iii) a person in control of the Debtor; (iv) a partnership in which a Debtor is general partner; (v) a general partner of the Debtor; (vi) a relative of a general partner in, general partner of, or person in control of the Debtor, (vii) an affiliate (defined in § 101(2) of the Bankruptcy Code) of the Debtor or an Insider of an affiliate as if such affiliate were a Debtor; and (viii) a managing agent of the Debtor.

32. **Interest** means: (i) the membership interests or ownership interests in the Debtor; and (ii) any right or option, however arising, to acquire a membership interest or any other equity interest in the Debtor.

33. **Lien** means all valid and enforceable liens, security interests, claims and encumbrances against any property of the Debtor's estate, which is permitted by, or not avoided pursuant to the Bankruptcy Code.

34. **Petition Date** means October 31, 2016, the date the Debtor filed a voluntary bankruptcy petition commencing this Case.

35. **Plan** means this "Debtor's Plan of Reorganization [Dated March 9, 2017]", including all exhibits and attachments, each of which is hereby incorporated and made part thereof, as modified or amended from time to time in accordance with § 1127 of the Bankruptcy Code.

36. **Plan Rate** means the, Prime Rate (defined *infra*) as of the Effective Date or such other rate of interest as is determined by the Bankruptcy Court.

37. **Prime Rate** means the prime interest rate quoted and published from time-to-time in the "Money Rates" section of the *Wall Street Journal*.

38. **Priority Claim** means all Claims entitled to priority under §§ 507(a)(2)-(a)(7) and (a)(9)-(a)(10) of the Bankruptcy Code.

39. **Priority Tax Claim** means all Claims for Taxes entitled to priority under § 507(a)(8) of the Bankruptcy Code, and shall include all Tax Claims secured by assets of the Estate.

40. **Pro Rata** means proportionately, so that with respect to a particular Allowed Claim, the ratio of: (i) the monies or property disbursed on account of such Allowed Claim to the amount of such Allowed Claim, is the same as the ratio of (ii) the monies or property disbursed on account of all Allowed Claims of the Class in which such Allowed Claim is included to the amount of all Allowed Claims in that Class.

41. **Professionals** means those Entities: (i) employed under §§ 327 or 1103 of the Bankruptcy Code; and (ii) entitled, under §§ 330, 503(b), 506(b), and 507(a)(2) of the Bankruptcy Code, to seek compensation for legal, accounting and/or other professional services and the costs and expenses related to such services from the Debtor and/or the Estate.

42. **Rejection Damages Deadline** means the later of the Bar Date, or thirty (30) days after the entry of an order approving the rejection of an executory contract or unexpired lease.

43. **Reorganized Debtor** means the ATR after the entry of the Confirmation Order.

44. **Schedules** means those schedules, statements and lists filed with the Court by the Debtor pursuant to and in accord with § 521(a)(1) of the Bankruptcy Code and Bankruptcy Rule 1007(b).

45. **Secured Claim** means a Claim secured by a Lien on any property of the Estate, but only to the extent of the value of the interest of the holder of such Claim in the interest of the Estate in such property, the calculation of which shall not include any demand for default interest, penalty interest or other similar demands.

46. **Secured Claim Interest Rate** means a fixed interest rate of 3.00% or such other rate as the Bankruptcy Court determines at the Confirmation Hearing is necessary to provide the holders of Allowed Secured Claims with the present value of their collateral.

47. **Subordinated Claim** means: (i) any Claim, or portion of a Claim, that is subject to subordination under § 510 of the Bankruptcy Code; and (ii) any Claim, or portion of a Claim, for fines, penalties, forfeitures, for multiple, exemplary, or punitive damages, or other non-pecuniary, direct or non-proximate damages.

48. **Tax** means and includes any federal state, county and local income, *ad valorem*, excise, stamp and other tax of any type or nature whatsoever.

49. **Tax Claim** means any and all Secured or Priority Claims of the Debtor for the payment of any Taxes: (i) accorded a priority pursuant to § 507(a)(8) of the Code; or (ii) secured by valid Liens on property of the Estate existing on the Confirmation Date.

50. **United States Trustee** means the Office of the United States Trustee for Region Six.

51. **Unsecured Claim** means a Claim that is not an Administrative Claim, a Priority Claim, a Priority Tax Claim, or a Secured Claim.

**B. Rules of Interpretation, Construction and Computation of Time.**

1. Any capitalized term used in the Plan that is not defined herein, or other exhibits hereto, but that is defined and used in the Disclosure Statement has the meaning ascribed to that term in the Disclosure Statement.

2. The words "herein," "hereof," "hereto," "hereunder," and other words of similar import refer to the Plan as a whole and not to any particular article, section, subsection or clauses contained in the Plan.

3. Unless otherwise specified, a reference to an article or a section is a reference to that article or section of the Plan.

4. Any reference in the Plan to a document being in a particular for or on particular terms and conditions meant that the document shall be substantially in such form or substantially on such terms and conditions.

5. Any reference in the Plan to an existing document means such document, as it may have been amended, modified or supplemented from time to time as of the Effective Date.

6. The rules of construction set forth in § 102 of the Bankruptcy Code shall apply to the Plan.

7. The computation of any time periods prescribed or allowed by the Plan shall be governed by Bankruptcy Rule 9006.

8. All exhibits to the Plan are incorporated into the Plan and shall be deemed to be part of the Plan.

9. The provisions of the Plan shall control over the contents of the Disclosure Statement. The provisions of the Final Confirmation Order shall control over the contents of the Plan.

10. Unless otherwise provided for in the Plan, whenever a distribution of property must be made, or an act required on a particular date, the distribution or act shall occur on such date, or as soon as practicable thereafter.

**ARTICLE III  
PAYMENT OF ADMINISTRATIVE EXPENSES AND  
THE TREATMENT OF UNCLASSIFIED CLAIMS**

**A. Summary.**

Pursuant to § 1123(a) of the Bankruptcy Code, Administrative Claims, Claims for Professional Fees, and Priority Tax Claims against the Debtor are not classified for purposes of voting on, or receiving distributions under, the Plan.  **Holders of such Claims are not entitled to vote on the Plan.** All such Claims are instead treated separately in accordance with this ARTICLE III and in accordance with the requirements set forth in § 1129(a)(9)(A) of the Bankruptcy Code.

**B. Administrative Claims.**

1. **In General.** Except as otherwise provided herein, all requests for payment of an Administrative Claim incurred before the Effective Date (except for those Claims arising under 28 U.S.C. § 1930) shall be filed before the Bar Date. Each holder of an Allowed Administrative Claim, except as otherwise set forth in this ARTICLE III (and specifically excluding Priority Tax Claims as set forth below), shall receive from the Reorganized Debtor: (i) with respect to Administrative Claims which are Allowed Claims on the Effective Date, unless the holder of a particular Allowed Claim agrees to a different treatment, the amount of such holder's Allowed Claim in one cash payment; and (ii) with respect to Administrative Claims which become Allowed Claims after the Effective Date, unless the holder of a particular Allowed Claim agrees

to a different treatment, the amount of such holder's Allowed Claim in one cash payment on the date such claim becomes an Allowed Administrative Claim. **Notwithstanding the foregoing**, any such Administrative Claim representing a liability incurred in the ordinary course of business by the Debtor shall be paid by Reorganized Debtor in accordance with the terms and conditions of the particular transaction giving rise to such liability and any agreements relating thereto.

2. **Administrative Claims of Professionals.** Each professional whose retention with respect to the Case has been approved by the Bankruptcy Court or who holds, or asserts, an Administrative Claim shall be required to file with the Bankruptcy Court a final fee application within ninety (90) days after the Confirmation Date. Allowed Administrative Claims of professionals shall be paid in accordance with section 1129(a)(9)(A) of the Bankruptcy Code by the Reorganized Debtor.

3. **Priority Tax Claims.** Each holder of an Allowed Priority Tax Claim against the Debtor shall receive on the Effective Date, in full satisfaction, release and discharge of such Allowed Priority Tax Claim, at the election of the Debtor, either: (i) Cash payment in the amount of such holder's Allowed Priority Tax Claim; (ii) deferred Cash payments over a period not to exceed five (5) years, from the Petition Date of a value as of the Effective Date, equal to the Allowed amount of such Claim; or (iii) such other terms as may be agreed upon by such holder and the Debtor. The rate of interest to be paid on Allowed Priority Tax Claims that are paid out over five (5) years shall be equal to the underpayment rate specified in 26 U.S.C. § 6621 (determined without regard to 26 U.S.C. § 6621(a)) as of the Effective Date (the underpayment rate is currently 3%).

#### ARTICLE IV CLASSIFICATION OF CLAIMS AND INTERESTS

A. **Manner of Classification of Claims and Interests.** Except for Claims of a kind specified in §§ 507(a)(2) or 507(a)(8) of the Bankruptcy Code, all Claims against, and Interests in the Debtor with respect to all property of the Debtor and the Estate, are defined and hereinafter designated in their respective Classes. The Plan is intended to deal with all Claims against and Interest in the Debtor, of whatever character, whether known or unknown, whether or not with recourse, whether or not contingent or unliquidated, and whether or not previously allowed by the Court pursuant to § 502 of the Bankruptcy Code. Only the holders of Allowed Claims, however, will receive any distribution under the Plan. For purposes of determining *Pro Rata* distributions to holders of Allowed Claims under the Plan, Contested Claims shall be included in the Class in which such Claims would be included if they were Allowed Claims.

B. **Classification.** Pursuant to § 1122 of the Bankruptcy Code, set forth below is a designation of the classes of Claims and Interest in the Debtor. A Claim or Interest is placed in a particular Class only to the extent such Claim or Interest is an Allowed Claim or Interest in that Class and such Claim or Interest has not been paid, released or otherwise settled or paid prior to the Effective Date. Any Claims described in ARTICLE III of this Plan are unclassified, and therefore, are not included in the Classes below. The Allowed Claims and Interests, except for Claims described above and which are not required to be classified pursuant to § 1123(a)(i) of the Bankruptcy Code, are divided into the following Classes.



CLASS	DESCRIPTION	STATUS	VOTING RIGHTS
Class 1A	Secured Tax Claims	Unimpaired	Deemed Accepted; Not Entitled to Vote
Class 1B	Secured Claim of LyftFund, Inc.	Impaired	Entitled to Vote
Class 1C	Secured Claim of JJ Motiff	Impaired	Entitled to Vote
Class 1D	Secured Claims	Unimpaired	Deemed Accepted; Not Entitled to Vote
Class 2	Priority Claims	Unimpaired	Deemed Accepted; Not Entitled to Vote
Class 3	Administrative Convenience Claims	Impaired	Entitled to Vote
Class 4	General Unsecured Claims	Impaired	Entitled to Vote
Class 5	Interests	Unimpaired	Deemed Accepted; Not Entitled to Vote

C. **Impairment.** A Class of Claims are impaired if their prepetition rights are modified pursuant to the terms of this Plan.

#### ARTICLE V TREATMENT OF CLAIMS AND INTERESTS

The Claims and Interests as classified in Article IV hereof shall be satisfied in the manner set forth in this ARTICLE V. The treatment of, and the consideration to be received by Entities holding Claims against and/or Interests in the Debtor pursuant to this Plan shall be in full settlement, release, and discharge of their respective Claims against and Interests in the Debtor, but shall not affect the liability of any other Entity on such Claim or Interest except as otherwise provided pursuant to the terms of this Plan or the Confirmation Order, in the form as originally entered or as may be later amended or modified. All **classified** Claims against and Interests in the Debtor shall be treated as follows:

A. **CLASS 1A – Secured *Ad Valorem* Tax Claims.**

1. **Class 1A Summary.** Each holder of an Allowed Class 1A Claim payable to a taxing authority for *ad valorem* taxes shall retain its full rights and liens to the extent of its Allowed Secured Tax Claim until its Allowed Secured Tax Claim has been paid in full.

2. Payment shall be made in full no later than five (5) years from and after the Petition Date in equal monthly payments. More specifically, the prepetition and post-petition *ad valorem* taxes of each holder of an Allowed Class 1A Claim shall be treated as follows:

a. Liens and Interest. Any and all liens (both those arising prepetition and post-petition) held by the holder of an Allowed Class 1A Claim shall be preserved in any transfer of assets under the Plan. Each holder of an Allowed Class 1A Claim shall be entitled to receive interest from the Petition Date to the Effective Date pursuant to 11 U.S.C. § 506(b), as well as from the Effective Date until paid in full under 11 U.S.C. § 1129(b), at a statutory rate of 1% per month as required by 11 U.S.C. § 511. If the post-petition *ad valorem* taxes are not paid prior to the State law delinquency date, each holder of an Allowed Class 1A Claim shall be entitled to receive any penalties and interest that accrue under State law based on the nonpayment of such tax.

b. Default. In the event the Reorganized Debtor fails to timely pay an Allowed Class 1A Claim or a post-petition tax in compliance with the Plan, the Reorganized Debtor shall be in default, and, subject to Section Q of ARTICLE XII, of the Plan, the holder of the affected Allowed Class 1A Claim may pursue remedies in accordance with that section.

3. Class 1A is impaired under the Plan.

**B. CLASS 1B – Secured Claim of LyftFund.**

1. Class 1B Summary. Class 1B consists of the Secured Claim of LyftFund, and is secured by substantially all of the assets of the Debtor. The principal balance due and owing LyftFund is \$14,430.16. The Allowed Class 1B Claim shall be modified as set forth herein and paid by the Reorganized Debtor as follows.

a. Principal Amount. The unpaid principal balance of the Allowed Class 1B Claim is hereby allowed as an Allowed Secured Claim in the amount of \$14,430.16.

b. Interest. Simple interest shall accrue on the unpaid balance owed to the Allowed Class 1B Claim holder at the Secured Claim Interest Rate from and after the Confirmation Date.

c. Payments. The Allowed Class 1B Claim, plus interest thereon, shall be paid in sixty (60) consecutive monthly installments commencing the first (1<sup>st</sup>) day of the first full calendar month following the Effective Date, and continuing on the same day each month thereafter until paid in full. The first monthly installment shall be in the amount of \$259.29, the next 58 of such monthly installments shall be in the amount of \$259.29 and the final monthly installment shall be in the amount of \$259.36.

d. Maturity. The maturity date shall be modified to be coterminous with the payments schedule set forth in subparagraph (c) of this section.

e. Pre-Payment. At any time after the Effective Date, without penalty or premium, the Allowed Class 1B Claim may be prepaid, in whole or in part, in the sole discretion of the Reorganized Debtor.

f. Collateral. Except to the extent inconsistent herewith or with the law, the validity and priority of the lien and security interest securing the Allowed Class 1B Claim shall remain in full force and effect following the Effective Date.

g. Default. In the event the Reorganized Debtor fails to timely pay an Allowed Class 1B Claim as provided herein, the Reorganized Debtor shall be in default, and, subject to Section Q of ARTICLE XII, of the Plan, the holder of the affected Allowed Class 1B Claim may pursue remedies in accordance with that section.

2. Address for Payment. Until further notice, all payments due the holder of an Allowed Class 1B Claim shall be sent to the following address: **LyftFund, Inc., 2007 W. Martin Street, San Antonio, TX 78207.**

3. Class 1B is impaired under the Plan.

C. **CLASS 1C – Secured Claim of JJ Motiff.**

1. Class 1C Summary. Class 1C consists of the Secured Claim of JJ Motiff, and is secured by substantially all of the assets of the Debtor. The principal balance due and owing JJ Motiff is \$231,949.55. The Allowed Class 1C Claim shall be modified as set forth herein and paid by the Reorganized Debtor as follows.

a. Principal Amount. JJ Motiff filed a Proof of Claim with this Court on February 24, 2017 [Claim No. 3-1] asserting a balance due and owing of \$231,949.55, which sum is secured by collateral with a value of \$85,000.00. the Allowed Class 1C Claim is hereby allowed as an Allowed Secured Claim in the amount of \$100,000.00 and the remainder hereby is disallowed.

b. Interest. Simple interest shall accrue on the unpaid balance owed to the Allowed Class 1C Claim holder at the Secured Claim Interest Rate from and after the Confirmation Date.

c. Payments. The Allowed Class 1C Claim, plus interest thereon, shall be paid in sixty (60) consecutive monthly installments commencing the first (1<sup>st</sup>) day of the first full calendar month following the Effective Date, and continuing on the same day each month thereafter until paid in full. The first monthly installment shall be in the amount of \$1,796.87, the next 58 of such monthly installments shall be in the amount of \$1,796.87 and the final monthly installment shall be in the amount of \$1,796.82.

d. Maturity. The maturity date shall be modified to be coterminous with the payments schedule section forth in subparagraph (c) of this section.

e. Pre-Payment. At any time after the Effective Date, without penalty or premium, the Allowed Class 1C Claim may be prepaid, in whole or in part, in the sole discretion of the Reorganized Debtor.

f. Collateral. Except to the extent inconsistent herewith or with the law, the validity and priority of the lien and security interest securing the Allowed Class 1C Claim shall remain in full force and effect following the Effective Date.

g. Default. In the event the Reorganized Debtor fails to timely pay an Allowed Class 1C Claim as provided herein, the Reorganized Debtor shall be in default, and, subject to Section Q of ARTICLE XIIError! Reference source not found., of the Plan, the holder of the affected Allowed Class 1C Claim may pursue remedies in accordance with that section.

2. Address for Payment. Until further notice, all payments due the holder of an Allowed Class 1C Claim shall be sent to the following address: **JJ Motiff, Inc., Attention Shou-Lin Shie Chen, 2318 Stone Bridge Drive, Arlington, TX 76006.**

3. Class 1C is impaired under the Plan.

D. CLASS 1D – Secured Claims.

1. Class 1D consists of all other Secured Claims. Each holder of an Allowed Secured Claim in Class 1D shall be deemed to be a separate subclass of Class 1D. The Debtor does not believe there are any Class 1D Claims, except perhaps for certain secured tax claims.

2. Except to the extent that the holder of an Allowed Secure Claim in Class 1D agrees to a different treatment, the holder of the Allowed Secured Claim in Class 1D shall, at the sole election of the Debtor (made prior to the Effective Date), receive one of the following treatments: (i) the Allowed Secured Claim shall be cured and reinstated pursuant to § 1124(2) of the Bankruptcy Code, and the Debtor shall fund all amounts and take all actions otherwise necessary to reinstate such Allowed Secured Claim, on or prior to the tenth (10<sup>th</sup>) Business Day following the Effective Date; (ii) the legal, equitable and contractual rights to which the holder of such Allowed Secured Claim is entitled shall remain unaltered; (iii) the surrender to the holder of the Allowed Secured Claim of such property of the applicable Estate as may be security and collateral for its Claim; or (iv) the payment in Cash of the amount of such Allowed Secured Claim, as set forth in the Confirmation Order or other Final Order.

3. To the extent that a Creditor in Class 1D does not hold an Allowed Secured Claim, such Claim, if it becomes an Allowed Claim, shall be included in Class 4.

4. Class 1D is unimpaired under the Plan.

E. CLASS 2 – Priority Claims.

1. Class 2 consists of all Allowed Priority Claims against the Debtor. Class 2 does not include any Priority Tax Claims, all of which shall be treated in accordance with Article III of this Plan. Except to the extent that the holder of such Claim agrees to a different treatment, the Reorganized Debtor shall pay Cash on the Effective Date to each holder of any Allowed Claim in Class 2 the amount of such Allowed Claim.

2. Class 2 is unimpaired under the Plan.

F. **CLASS 3 – Administrative Convenience Claims.**

1. Class 3 consists of all Allowed Unsecured Claims against the Debtor of \$250.00 or less, including all Allowed Unsecured Claims whose holders elect to reduce their claim to \$250.00. Allowed Unsecured Claims in Class 3 shall be fully satisfied by Cash payment of the lesser of \$250.00 or the Allowed Amount of such Claim on the 10<sup>th</sup> Business Day after the Effective Date.

2. Class 3 is impaired under the Plan.

G. **CLASS 4 – General Unsecured Claims.**

1. Class 4 consists of Allowed Claims against the Debtor (including Claims arising from the rejection of executory contracts and/or unexpired leases) other than: (i) Administrative Claims; (ii) Priority Tax Claims; or (iii) Claims included within any other Class designated in this Plan. Class 4 shall be deemed to include those Creditor(s) holding an alleged Secured Claim against the Debtor for which: (y) no collateral exists to secure the alleged Secured Claim; and/or (z) liens, security interests, or other encumbrances that are senior in priority to the alleged Secured Claim exceed the fair market value of the collateral securing such alleged Secured Claims as of the Petition Date.

2. Each holder of an Allowed Unsecured Claim in Class 4 shall be paid by Reorganized Debtor from an unsecured creditor pool, which pool shall be funded at the rate of \$300.00 per quarter for quarters 1 through 4; \$600.00 per quarter for quarters 5 through 8; \$785.00 per quarter for quarters 9 through 20. Each Allowed Class 4 Claim holder shall receive their *pro rata* distribution from the unsecured creditor pool. The first quarterly payment will be due on the twentieth (20<sup>th</sup>) day of the first full calendar month following the last day of the first quarter. Based upon the Debtor's projections it is estimated that each holder of an Allowed Class 4 Claim shall receive 100% of such Claim.

3. Class 4 is impaired under the Plan.

H. **CLASS 5 – Interests.**

1. Class 5 consists of the holders of Allowed Interests in the Debtor. The holder of an Allowed Class 5 Interest shall retain their stock in the Reorganized Debtor.

2. Class 5 is unimpaired under the Plan.

**ARTICLE VI  
ACCEPTANCE OR REJECTION OF THE PLAN**

A. **Voting.** Each holder of an Allowed Claim in an impaired Class of Claims that is entitled to vote on the Plan shall be entitled to vote separately to accept or reject the Plan as provided in such order as is entered by the Bankruptcy Court establishing procedures with respect to the solicitation and tabulation of votes to accept or reject the Plan, or any other order or orders of the Bankruptcy Court. In the event no holder of an Allowed Claim in an impaired Class of

Claims submits a Ballot accepting or rejecting the Plan, such Class of Claims shall be deemed to have voted to reject the Plan.

B. **Class Entitled to Vote.** The Classes of Claims identified as “impaired” in ARTICLE IV of this Plan are entitled to vote to accept or reject this Plan. The Classes of Claims identified as “unimpaired” in ARTICLE IV of this Plan are conclusively presumed to have accepted this Plan pursuant to § 1126(f) of the Bankruptcy Code.

C. **Non-Consensual Confirmation.** If a Class of Claims fails to accept this Plan by the statutory majorities provided in § 1126(c) of the Bankruptcy Code, the Debtor reserves the right to request the Bankruptcy Court to confirm this Plan as to such rejecting Class of Claims.

D. **Elimination of Vacant Class.** Any Class of Claims that does not have a holder of an Allowed Claim or a Claim temporarily allowed under Bankruptcy Rule 3018 as of the date of commencement of the Confirmation Hearing shall be deemed eliminated from the Plan for purposes of voting to accept or reject the Plan and for purposes of determining acceptance or rejection of the Plan by such Class of Claims pursuant to § 1129(a)(8) of the Bankruptcy Code.

## ARTICLE VII PLAN IMPLEMENTATION

A. **Implementation.** The Debtor proposes to implement and consummate this Plan through the means contemplated by §§ 1123 and 1145(a) of the Bankruptcy Code.

B. **Reorganized Debtor and the Revesting of Assets.**

1. **Corporate Structure.** The corporate structure shall remain intact and unaltered.

2. **Revesting.** On the Effective Date, title to all assets, claims, Causes of Action, properties, and business operations of the Debtor and of the Estate shall vest and/or revert in Reorganized Debtor, and thereafter, Reorganized Debtor shall own and retain such assets free and clear of all liens and Claims, except as expressly provided in this Plan. From and after the Effective Date, except as otherwise described in this Plan, Reorganized Debtor shall own and operate such assets without further supervision by or jurisdiction of this Court, except as otherwise provided herein. From and after the Effective Date, in accordance with the terms of this Plan and the Confirmation Order, Reorganized Debtor shall perform all obligations under all executor contracts and unexpired leases assumed in accordance with ARTICLE VIII of this Plan.

C. **Disbursing Agent.** Reorganized Debtor shall serve as disbursing agent, without bond, for purposes of making transfers and payments under this Plan.

D. **Management of Reorganized Debtor.** The management of Reorganized Debtor will remain unaltered.

E. **Incorporation of Rule 9019.** To the extent necessary to effectuate and implement the compromises and releases contained in this Plan, the Plan shall be deemed to constitute a motion under Bankruptcy Rule 9019 seeking the Bankruptcy Court’s approval of all of the compromises and releases contained herein.

**ARTICLE VIII  
EXECUTORY CONTRACTS AND UNEXPIRED LEASES**

A. **Executory Contracts and Unexpired Leases to be Assumed.** All executory contracts and unexpired leases of the Debtor as set forth in **Exhibit "1"** hereto shall be assumed pursuant to the provisions of §§ 365 and 1123 of the Bankruptcy Code. Such assumed executory contracts and unexpired leases shall, as of the Effective Date, vest in Reorganized Debtor. The Reorganized Debtor reserves the right to remove any of the contracts or leases specified in Exhibit "1" from the list of assumed contracts and leases, in their discretion, thereby causing the rejection of such contract or lease pursuant to Section C of this ARTICLE VIII, by filing a written election, prior to the Confirmation Hearing and serving such election on the parties to such contract or lease.

B. **Cure Amounts.** Amounts due under § 365(b)(1)(A) of the Bankruptcy Code with respect to any executory contract or unexpired lease assumed pursuant to Section A of this ARTICLE VIII, shall be paid by the Reorganized Debtor in full, in Cash, on the Effective Date (except for amounts due under any contracts and leases that were assumed by the Debtor prior to the Confirmation Date, which amounts shall be paid in accordance with the Bankruptcy Court's order(s) authorizing such assumption – any unpaid obligations to cure arrearages under such contracts or leases over time shall become obligations of Reorganized Debtor if they have not otherwise been paid or assigned to a third party prior to the Effective Date); provided, however, that as to any disputed portion of such cure amounts, payments shall be made on or as soon as practicable after such disputed portion is resolved by Final Order.

C. **Rejection of All other Executory Contracts.** All executory contracts and unexpired leases of the Debtor, other than those described in Section A of this ARTICLE VIII, are deemed rejected pursuant to this Plan and the Confirmation Order.

D. **No Effect on Insurance Policies.** To the extent possible, and without impacting the existing coverage under any insurance policy, the rejection of any executory contracts as provided herein shall not apply to, and shall have no effect upon, any insurance policy.

**ARTICLE IX  
CONDITIONS TO CONSUMMATION**

A. **Conditions to Consummation.** The following are conditions precedent to the occurrence of the Effective Date, each of which must be satisfied or waived by the Debtor:

1. The Confirmation Order must have become a Final Confirmation Order.
2. No request for revocation of the Confirmation Order under § 1144 of the Bankruptcy Code shall have been made, or, if made, shall remain pending; and
3. All actions, documents and agreements necessary to implement the Plan shall have been effectuated or executed.

B. **Waiver of Conditions.** Each of the conditions set forth above may be waived in whole or in part by the Debtor in its sole and absolute discretion, without any notice to parties in

interests or the Bankruptcy Court, and without a hearing. The Debtor's waiver of any one condition shall not be deemed a waiver of any other condition.

## ARTICLE X EFFECT OF CONFIRMATION

A. **Bankruptcy Court Jurisdiction.** Until the Effective Date, the Bankruptcy Court shall retain jurisdiction over the Debtor, its assets and its Estate. Thereafter, jurisdiction of the Bankruptcy Court shall be limited to the subject matters set forth in ARTICLE XIARTICLE XII of this Plan.

B. **Binding Effect.** Except as otherwise provided in § 1141(d) of the Bankruptcy Code, on and after the Confirmation Date, the provisions of this Plan shall bind any holder of a Claim against or Interest in the Debtor and such holder's respective successors and assigns, whether or not the Claim or Interest of such holder is impaired under the Plan and whether or not such holder has accepted the Plan.

C. **Discharge.** The provisions of this Plan shall: (i) bind all Claimants and Interest holders, whether or not they accept this Plan, and (ii) discharge the Debtor in accordance with Section 1141 of the Bankruptcy Code from all Claims, claims, debts and liabilities that arose before the Petition Date, and from any Claims, claims, debts and liabilities, including, without limitation, any Claims, claims, debts and liabilities of a kind specified in Sections 502(g), 502(h) or 502(i) of the Bankruptcy Code, that arose, or have been asserted against, the Debtor at any time before the entry of the Confirmation Order or that arises from any pre-Confirmation conduct of the Debtor, whether or not the Claims, claims, debts and liabilities are known or knowable by the Claimant or Interest holder. In addition, the distributions provided for under this Plan shall be in exchange for and in complete satisfaction, discharge, and release of all Claims against and Interests in the Debtor or any of its assets or properties, including any Claim or Interest accruing after the Petition Date and prior to the Effective Date.

D. **Injunction.**

1. **Permanent Injunction.** Except as otherwise expressly provided in, or permitted under, this Plan, all Creditors and Interest holders, are permanently enjoined on and after the Effective Date against the: (i) collecting of Claims against the Reorganized Debtor in any manner other than as provided for in the Plan; and (ii) collecting any disallowed Claim from any guarantor, partner, officer, manager or member of the Debtor that would otherwise be liable to the holder of such disallowed Claim.

2. **Temporary Injunction.** Except as otherwise expressly provided in, or permitted under, this Plan, all Creditors are temporarily enjoined from commencing or continuing any proceeding against any guarantor, partner, officer, manager or member of the Debtor that would otherwise be liable to such Creditor so long as the Reorganized Debtor is not in default respecting that Creditor's treatment under the Plan. The temporary injunction terminates as to each such Creditor when: (i) the Reorganized Debtor fails to cure any default as set forth in Section Q of ARTICLE XII of the Plan; or (ii) the Reorganized Debtor has tendered all payments to such Creditor as provided for in this Plan. Any statute of limitations relating to the collecting



of an obligation from any guarantor, partner, officer, manager or member of the Debtor that is subject to the foregoing temporary injunction is tolled during the temporary injunction period.

3. **The injunction provisions set forth herein do not enjoin the prosecution of any claims that arise on or after the Effective Date nor does it enjoin the determination of the Allowed Amount of any Claims that arose prior to the Effective Date by a court of competent jurisdiction.**

E. **Exculpation.** The Debtor and its representatives, Professionals, advisors, attorneys, investment bankers, officers, directors, or agents shall neither have nor incur, and are hereby released from, any Claim, claim, obligation, Cause of Action or liability to one another or to any holder of a Claim or an Interest, or any other party in interest, or any of its members, representatives, advisors, attorneys, financial advisors, investment bankers, agents or affiliates, or any of its successors or assigns, for any act or omission in connection with, relating to, or arising out of, the Case, the pursuit of Confirmation of the Plan, the consummation of this Plan, or the administration of this Plan or the property to be distributed under the Plan, except for: (i) claims which arise or relate to actions or omissions arising prepetition; and (ii) willful misconduct or gross negligence at any time. In all respects the Debtor shall be entitled to reasonably rely upon the advice of counsel with respect to their duties and responsibilities under this Plan.

#### **ARTICLE XI JURISDICTION**

A. **Retention of Jurisdiction.** The Bankruptcy Court shall retain exclusive jurisdiction over this Case after Confirmation, notwithstanding consummation or substantial consummation, for the following purposes:

1. to consider and effect any modification of this Plan under § 1127 of the Bankruptcy Code;

2. to hear and determine all controversies, suits and disputes that arise in connection with the interpretation, implementation, effectuation, consummation or enforcement of this Plan;

3. to hear and determine all requests for compensation and/or reimbursement of expenses for the period commencing on the Petition Date through the Confirmation Date;

4. to hear and determine all objections to Claims and Interests, and to determine the appropriate classification of any Claim or Interest, and other controversies, suits and disputes that may be pending at or initiated after the Confirmation Date, except as provided in the Confirmation Order;

5. to hear and determine all claims that the Debtor, as debtor in possession *qua* trustee, could assert under the Bankruptcy Code;

6. to consider and act on such other matters consistent with this Plan as may be provided in the Confirmation Order;

7. to make such orders as are necessary and appropriate to carry out and implement the provisions of this Plan;

8. to approve the reasonableness of any payments made or to be made, within the meaning of § 1129(a)(4) of the Bankruptcy Code;

9. to exercise the jurisdiction granted pursuant to §§ 505(a) and (b) of the Bankruptcy Code to determine any and all federal, state, local and foreign tax liabilities of, and any and all refunds of such taxes paid by the Debtor;

10. to hear and determine any issues or matters in connection with any property not timely claimed as provided in this Plan;

11. to hear and determine any controversies with respect to any settlements approved by the Bankruptcy Court;

12. to determine any and all motions, applications, adversary proceedings and contested matters whether pending in the Case as of the Effective Date or brought subsequently by the Reorganized Debtor; and

13. to enter a final decree closing any or all Cases.

B. **Failure of the Bankruptcy Court to Exercise Jurisdiction.** If the Bankruptcy Court abstains from exercising or declines to exercise jurisdiction over any matter arising under, in or related to the Debtor's Estate, including with respect to the matters set forth herein, this Article shall not prohibit or limit the exercise of jurisdiction by any other court having competent jurisdiction with respect to such matter.

## ARTICLE XII MISCELLANEOUS

A. **Request for Relief Under Section 1129(b).** In the event any Class of Creditors or Interests shall fail to accept this Plan in accordance with § 1129(a) of the Bankruptcy Code, the Debtor requests the Bankruptcy Court to confirm this Plan in accordance with the provisions of § 1129(b) of the Bankruptcy Code.

B. **Modification.** The Debtor may alter, amend or modify this Plan under § 1127 of the Bankruptcy Code or as otherwise permitted by law prior to Confirmation. Further, the Reorganized Debtor may also seek to modify the Plan after Confirmation and prior to substantial consummation of the Plan so long as the treatment of the holders of Allowed Claims or Interests are not materially or adversely affected.

C. **Headings.** All headings utilized in this Plan are for convenience and reference only, and shall not constitute a part of this Plan for any other purpose.

D. **Due Authorization.** Each and every Claim and Interest holder who elects to participate in the distributions provided for herein warrant that such Claim or Interest holder is authorized to accept, in consideration of such Claim against or Interest in the Debtor, the distributions

provided for in this Plan and that there are not outstanding commitments, agreements, or understandings, expressed or implied, that may or can in any way defeat or modify the rights conveyed or obligations undertaken by such Claim or Interest holder under this Plan.

E. **Authorization of Corporate Action.** All matters and actions provided for under this Plan involving the structure of the Debtor or action to be taken by or required of the Debtor or Reorganized Debtor shall be deemed to have occurred and be effective as provided herein, and shall be deemed to be authorized and approved in all respects without any requirement for further action by the members or partners of the Debtor, as applicable.

F. **Further Assurances and Authorizations.** The Debtor and/or the Reorganized Debtor, if and to the extent necessary, shall seek such orders, judgments, injunctions, and rulings that may be required to carry out further the intentions and purposes, and to give full effect to the provisions, of this Plan.

G. **Applicable Law.** Except to the extent that the Bankruptcy Code or other federal law is applicable, the rights, duties and obligations arising under this Plan shall be governed by and construed and enforced in accordance with the internal laws of the State of Texas without reference to the laws of other jurisdictions.

H. **Privileged Communications; Work Product.** For purposes of any proprietary, confidential or privileged information or communication, including attorney-client privileged communications, and documents that would otherwise constitute attorney work product, the Reorganized Debtor shall succeed to the interest of the Debtor and the Estate, to the extent provided by applicable law.

I. **No Interest.** Except as expressly stated in this Plan, or allowed by the Bankruptcy Court, no interest, penalty or late charge is to be allowed on any Claim subsequent to the Filing Date.

J. **No Attorneys' Fees.** No attorneys' fees will be paid with respect to any Claim, other than Claims of professionals employed by the Debtor, except as specified herein or as allowed by a prior order of the Bankruptcy Court.

K. **Post-Confirmation Actions.** After Confirmation, the Reorganized Debtor may, with the approval of the Bankruptcy Court, and so long as it does not materially or adversely affect the interest of Creditors, remedy any defect or omission, or reconcile any inconsistencies in this Plan or in the Confirmation Order, in such manner as may be necessary to carry out the purposes and effect of this Plan.

L. **Post-Confirmation Conversion and/or Dismissal.** Any Creditor or interested party, in the event of a default under the terms of this Plan, may file a motion to dismiss or convert this case pursuant to § 1129 of the Bankruptcy Code after the Plan is confirmed. If the Bankruptcy Court orders the case converted to one under Chapter 7, then all property that had been property of the chapter 11 bankruptcy estate, and not previously disbursed under the terms of this Plan, shall revert in the Chapter 7 bankruptcy estate. Further, to the extent relief from stay had not previously been granted during the chapter 11 bankruptcy process, a new automatic stay shall be reimposed upon all property of the Chapter 7 bankruptcy estate.

M. **Minimum Distribution.** Notwithstanding anything to the contrary in this Plan, the Reorganized Debtor shall not be required to make distributions under this Plan of a sum less than \$100.00 to any Allowed Claim holder. In such case, the Allowed Amount of such Claims shall be reduced to zero and such funds shall be retained by the Reorganized Debtor.

N. **Substantial Consummation.** The Plan shall be deemed to have been substantially consummated when the Reorganized Debtor makes an initial distribution pursuant to the terms of the Plan.

O. **Notices.** All notices, requests, elections or demands in connection with the Plan shall be in writing and shall be deemed to have been given when received or, if mailed, five (5) days after the date of mailing provided such writing shall have been sent by registered or certified mail, postage prepaid, return receipt requested. Any notices required to be delivered to the Debtor shall be addressed as follows:

**ATR Global Resources, LLC  
2904 Cypress Point Dr.  
McKinney, TX 75070**

With a copy to:

**Robert T. DeMarco  
DeMarco Mitchell, PLLC  
1255 W. 15<sup>th</sup> Street, 805  
Plano, TX 75075**

P. **Notices and Distributions.** On and after the Effective Date, all notices, requests and distributions to Claimants shall be sent to the last known address of: (1) the Claimant or its/his/her attorney of record as reflected in the Claimant's proof of claim; or (2) if there is no such evidence of a last known address, to the last known address of the Claimant according to the books and records of the Debtor. Any Claimant may designate another address for the purposes of this Section by providing the Reorganized Debtor written notice of such address, which notice will be effective upon receipt by the Reorganized Debtor.

Q. **Notice of Default.** Except as otherwise provided herein with respect to the treatment of a Class of Creditors, in the event of any alleged default under the Plan, any Creditor or party-in-interest must give a written default notice to the Reorganized Debtor with copies to counsel of record for the Reorganized Debtor specifying the nature of the default. Upon receipt of the default notice, the Reorganized Debtor shall have ten (10) days to cure such default from the time of receipt of the default notice. If such default has not been cured within the applicable time period, the default may be brought to the attention of the Bankruptcy Court or any other court of competent jurisdiction.

R. **Unclaimed Property.** If any property distributed under the Plan by the Reorganized Debtor remains unclaimed for a period of two (2) years the initial date of the attempted delivery such unclaimed property shall be forfeited by the Claimant and the unclaimed property and the right to receive it shall revert to and vest in the Reorganized Debtor free and clear of

any claims, rights or interests. The Reorganized Debtor, on the anniversary of the Effective date, shall file with the Bankruptcy Court a schedule that identifies the name and last-known address of all holders of unclaimed distributions.

S. **Setoff.** Except as specifically provided in the Plan, no Creditor shall retain any contractual or statutory right to set off any asset in which the Debtor or Reorganized Debtor has an interest in satisfaction of that Creditor's pre-petition Claim. Any right to set off a claim against an asset of Debtor or the Reorganized Debtor which is not specifically retained is waived.

T. **No Admissions.** Notwithstanding anything herein to the contrary, nothing contained in this Plan shall be deemed an admission by the Plan Proponents with respect to any matter set forth herein, including, without limitation, liability on any Claim or Interest or the propriety, any classification of any Claim or Interest, or the valuation of any property.

Respectfully submitted,

Dated: March 9, 2017

/s/ Carlos Jimenz

**Carlos Jimenez**  
President  
ATR Global Resources, LLC.

Presented by:

/s/ Robert T. DeMarco

**DeMarco•Mitchell, PLLC**

Robert T. DeMarco, Texas Bar No. 24014543

**Email** robert@demarcomitchell.com

Michael S. Mitchell, Texas Bar No. 00788065

**Email** mike@demarcomitchell.com

1255 W. 15<sup>th</sup> Street, 805

Plano, TX 75075

**T** 972-578-1400

**F** 972-346-6791

**Attorneys for the Debtor and Debtor-in-Possession**

**EXHIBIT "B"**

UNITED STATES BANKRUPTCY COURT  
NORTHERN & EASTERN DISTRICTS OF TEXAS

In re *ATR GLOBAL RESOURCES, LLC*

Case No. *16-41995-BTR-11*

Small Business Case under Chapter 11

AMENDED SMALL BUSINESS MONTHLY OPERATING REPORT

Month: November

Date Filed: 12/20/2016

Line of Business: Retail

NAISC Code: \_\_\_\_\_

IN ACCORDANCE WITH TITLE 28, SECTION 1746, OF THE UNITED STATES CODE, I DECLARE UNDER PENALTY OF PERJURY THAT I HAVE EXAMINED THE FOLLOWING SMALL BUSINESS MONTHLY OPERATING REPORT AND THE ACCOMPANYING ATTACHMENTS AND, TO THE BEST OF MY KNOWLEDGE, THESE DOCUMENTS ARE TRUE, CORRECT AND COMPLETE.

/s/ Zely Jimenez

Original Signature of Responsible Party

Zely Jimenez

Printed Name of Responsible Party

Questionnaire: *(All questions to be answered on behalf of the debtor.)*

	<u>YES</u>	<u>NO</u>
1. Is the business still operating?	x	
2. Have you paid all your bills on time this month?	x	
3. Did you pay your employees on time?	n/a	
4. Have you deposited all the receipts for your business into the DIP account this month?	x	
5. Have you filed all of your tax returns and paid all of your taxes this month?	x	
6. Have you timely filed all other required government filings?	x	
7. Have you paid all of your insurance premiums this month?		x
8. Do you plan to continue to operate the business next month?	x	
9. Are you current on your quarterly fee payment to the U.S. Trustee?		
10. Have you paid anything to your attorney or other professionals this month?	x	
11. Did you have any unusual or significant unanticipated expenses this month?		x
12. Has the business sold any goods or provided services or transferred any assets business related to the DIP in any way?		x
13. Do you have any bank accounts open other than the DIP account?		

	<u>YES</u>	<u>NO</u>
14. Have you sold any assets other than inventory this month?		X
15. Did any insurance company cancel your policy this month?		X
16. Have you borrowed money from anyone this month?		X
17. Has anyone made an investment in your business this month?		X
18. Have you paid any bills you owed before you filed bankruptcy?		X

**TAXES**

	<u>YES</u>	<u>NO</u>
Do you have any past due tax returns or past due post-petition tax obligations? If yes, please provide a written explanation including when such returns will be filed, or when such payments will be made and the source of the funds for the payment.		X

*(Exhibit A)*

**INCOME**

Please separately list all of the income you received for the month. The list should include all income from cash and credit transactions. *(The U.S. Trustee may waive this requirement.)*

*(Exhibit B)*

**TOTAL INCOME** \$0.00

**SUMMARY OF CASH ON HAND**

Cash on Hand at Start of Month	<u>\$200.00</u>
Cash on Hand at End of Month	<u>\$200.00</u>
Please provide the total amount of cash currently available to the debtor.	<u>\$200.00</u>

**EXPENSES**

Please separately list all expenses paid by cash or by check from your bank accounts this month. Include the date paid, who was paid the money, the purpose and the amount. *(The U.S. Trustee may waive this requirement.)*

*(Exhibit C)*

**TOTAL EXPENSES** \$4,166.36

**CASH PROFIT**

Income for the month (Total from Exhibit B).	<u>\$19,964.40</u>
Expenses for the month (Total from Exhibit C).	<u>\$4,166.36</u>
<i>(Subtract Line C from Line B)</i>	
<b>CASH PROFIT FOR THE MONTH</b>	<u>\$15,798.04</u>



**UNPAID BILLS**

Please attach a list of all debts (including taxes) which you have incurred since the date you filed bankruptcy but have not paid. The list must include the date the debt was incurred, who is owed the money, the purpose of the debt and when the debt is due. *(The U.S. Trustee may waive this requirement.)*

*(Exhibit D)*

**TOTAL PAYABLES** \$0.00

**MONEY OWED TO YOU**

Please attach a list of all amounts owed to you by your customers for work you have done or the merchandise you have sold. You should include who owes you the money, how much is owed and when is payment due. *(The U.S. Trustee may waive this requirement.)*

*(Exhibit E)*

**TOTAL RECEIVABLES** \$0.00

**BANKING INFORMATION**

Please attach a copy of your latest bank statement for every account you have as of the date of this financial report or had during the period covered by this report.

*(Exhibit F)*

**EMPLOYEES**

Number of employees when the case was filed?	<u>1</u>
Number of employees as of the date of this monthly report?	<u>1</u>

**PROFESSIONAL FEES**

*BANKRUPTCY RELATED:*

	\$0.00
Professional fees relating to the bankruptcy case paid during this reporting period?	<u>          </u>
Total professional fees relating to the bankruptcy case paid since the filing of the case?	<u>\$0.00</u>

*NON-BANKRUPTCY RELATED:*

Professional fees not relating to the bankruptcy case paid during this reporting period?	\$225.00
Total professional fees not relating to the bankruptcy case paid since the filing of the case?	<u>\$225.00</u>

### PROJECTIONS

Compare your actual income and expenses to the projections for the first 180 days of your case provided at the initial debtor interview.

	Projected	Actual	Difference
INCOME	\$14,000.00	\$19,964.40	(\$5,964.40)
EXPENSE	\$6,945.00	\$4,166.36	\$2,778.64
CASH PROFIT	\$0.00	\$0.00	\$0.00
Total projected income for the next month:			\$9,000.00
Total projected expenses for the next month:			\$8,741.00
Total projected cash profit for the next month:			\$0.00

### ADDITIONAL INFORMATION

Please attach all financial reports including an income statement and balance sheet which you prepare internally.

**Transaction History**  
**Customer:** ATR GLOBAL RESOURCES LLC DBA JJ MOTIFF  
**Account:** TX Savings #XXXXXX2006

\*required field

<b>Current Balance</b>	<b>Present Balance</b>	<b>Available Less Overdraft</b>	<b>Available Balance</b>	<b>Calendar</b>
\$0.00	\$0.00	\$0.00	\$0.00	

*denotes end of day balance						
Date Posted	Tran Type	Description	\$ Debits(-)	\$ Credits(+)	\$	Balance
11/21/2016	<u>Online Transfer</u>	Online Transfer to CHK ...9339	-5.37			0.00 *
08/03/2015	<u>Online Transfer</u>	Online Transfer to CHK ...9339	-100.00			5.37 *
07/31/2015	<u>Interest</u>	INTEREST PAYMENT		0.01		105.37 *
07/24/2015	<u>Online Transfer</u>	Online Transfer to CHK ...9339	-3,300.00			105.36 *
07/23/2015	<u>Deposit</u>	DEPOSIT ID NUMBER 496597 # 15		1,000.00		3,405.36 *
07/22/2015	<u>Online Transfer</u>	Online Transfer from CHK ...93		2,400.00		2,405.36 *
06/30/2015	<u>Interest</u>	INTEREST PAYMENT		0.01		5.36 *
06/01/2015	<u>Online Transfer</u>	Online Transfer to CHK ...9339	-2,000.00			5.35 *
05/29/2015	<u>Interest</u>	INTEREST PAYMENT		0.13		2,005.35 *
05/28/2015	<u>Online Transfer</u>	Online Transfer to CHK ...1306	-1,000.00			2,005.22 *
05/21/2015	<u>Online Transfer</u>	Online Transfer to CHK ...9339	-3,000.00			3,005.22 *
05/12/2015	<u>Online Transfer</u>	Online Transfer from CHK ...93		4,000.00		6,005.22 *
05/07/2015	<u>Online Transfer</u>	Online Transfer to CHK ...1306	-200.00			2,005.22 *
05/04/2015	<u>Online Transfer</u>	Online Transfer from CHK ...93		2,200.00		2,205.22 *
03/11/2015	<u>Online Transfer</u>	Online Transfer to CHK ...1306	-90.00			5.22 *
01/30/2015	<u>Interest</u>	INTEREST PAYMENT		0.04		95.22 *
						<b>Older</b>



JPMorgan Chase Bank, N.A.  
 P O Box 659754  
 San Antonio, TX 78265-9754

November 01, 2016 through November 30, 2016  
 Primary Account: [REDACTED] 9339

**CUSTOMER SERVICE INFORMATION**

Web site: Chase.com  
 Service Center: 1-800-242-7938  
 Deaf and Hard of Hearing: 1-800-242-7383  
 Para Espanol: 1-888-622-4273  
 International Calls: 1-713-262-1679

00004731 DRE 201 210 32816 NNNNNNNNNNN 1 000000000 D2 0000  
 ATR GLOBAL RESOURCES LLC  
 DBA JJ MOTIFF  
 2904 CYPRESS POINT DR  
 MCKINNEY TX 75070-5664



**We've updated your deposit agreement regarding transactions in a foreign currency**

Effective November 13, 2016, we've updated the Deposit Account Agreement to clarify how we determine the exchange rate for transactions in a foreign currency. See the foreign transaction sections of the General Terms and Electronic Funds Transfer Service Terms for details. You can get the latest Deposit Account Agreement online at chase.com, at a branch or by request when you call us.

If you have any questions, please visit any Chase branch.

**CONSOLIDATED BALANCE SUMMARY**

ASSETS			
Checking & Savings	ACCOUNT	BEGINNING BALANCE THIS PERIOD	ENDING BALANCE THIS PERIOD
Chase Performance Business Checking	000000517209339	\$9,267.01	\$1,514.96
Chase Business Select High Yield Savings	000003093292006	5.37	0.00
<b>Total</b>		<b>\$9,272.38</b>	<b>\$1,514.96</b>
<b>TOTAL ASSETS</b>		<b>\$9,272.38</b>	<b>\$1,514.96</b>

All Summary Balances shown are as of November 30, 2016 unless otherwise stated. For details of your retirement accounts, credit accounts or securities accounts, you will receive separate statements. Balance summary information for annuities is provided by the issuing insurance companies and believed to be reliable without guarantee of its completeness or accuracy.



November 01, 2016 through November 30, 2016

Primary Account: [REDACTED] 9339

**CHASE PERFORMANCE BUSINESS CHECKING**

ATR GLOBAL RESOURCES LLC

Account Number: C00000517209339

DBA JJ MOTIFF

**CHECKING SUMMARY**

	INSTANCES	AMOUNT
Beginning Balance		\$9,267.01
Deposits and Additions	20	14,914.18
ATM & Debit Card Withdrawals	5	-426.21
Electronic Withdrawals	4	-21,980.02
Fees	1	-260.00
Ending Balance	30	\$1,514.96

**DEPOSITS AND ADDITIONS**

DATE	DESCRIPTION	AMOUNT
11/02	Shopify Transfer Shopify CCD ID: Wfmstripe1	\$143.41
11/03	Shopify Transfer Shopify CCD ID: Wfmstripe1	233.59
11/04	Service Fee Reversal	25.00
11/04	Shopify Transfer Shopify CCD ID: Wfmstripe1	699.55
11/04	Shopify Transfer Shopify CCD ID: Wfmstripe1	106.51
11/07	Shopify Transfer Shopify CCD ID: Wfmstripe1	3,459.49
11/07	Shopify Transfer Shopify CCD ID: Wfmstripe1	515.67
11/08	Shopify Transfer Shopify CCD ID: Wfmstripe1	341.01
11/10	Shopify Transfer Shopify CCD ID: Wfmstripe1	630.66
11/10	Shopify Transfer Shopify CCD ID: Wfmstripe1	576.06
11/14	Shopify Transfer Shopify CCD ID: Wfmstripe1	948.81
11/14	Shopify Transfer Shopify CCD ID: Wfmstripe1	483.32
11/14	Shopify Transfer Shopify CCD ID: Wfmstripe1	293.13
11/15	Shopify Transfer Shopify CCD ID: Wfmstripe1	1,159.63
11/17	Shopify Transfer Shopify CCD ID: Wfmstripe1	1,303.52
11/18	Shopify Transfer Shopify CCD ID: Wfmstripe1	1,945.91
11/18	Shopify Transfer Shopify CCD ID: Wfmstripe1	235.84
11/21	Shopify Transfer Shopify CCD ID: Wfmstripe1	903.93
11/21	Shopify Transfer Shopify CCD ID: Wfmstripe1	903.77
11/21	Online Transfer From Mma ...2006 Transaction#: 5811848916	5.37
<b>Total Deposits and Additions</b>		<b>\$14,914.18</b>



November 01, 2016 through November 30, 2016  
 Primary Account: ██████████ 9339

**ATM & DEBIT CARD WITHDRAWALS**

DATE	DESCRIPTION	AMOUNT
11/08	Recurring Card Purchase 11/07 Shopify-Charge.Com 8887467439 IL Card 1719	\$39.90
11/16	Recurring Card Purchase 11/15 Vbs*Vonage Business 866-901-0242 GA Card 1719	50.98
11/16	Recurring Card Purchase 11/15 Intuit *Cb Online 800-286-6800 CA Card 1719	42.59
11/22	Recurring Card Purchase 11/22 Stamps.Com 855-608-2677 GA Card 1719	4.99
11/30	Card Purchase 11/29 UPS*00000780051446 800-811-1648 GA Card 1719	287.75
<b>Total ATM &amp; Debit Card Withdrawals</b>		<b>\$426.21</b>



**ATM & DEBIT CARD SUMMARY**

Zelideh Jimenez Card 1719

Total ATM Withdrawals & Debits	\$0.00
Total Card Purchases	\$426.21
Total Card Deposits & Credits	\$0.00
<b>ATM &amp; Debit Card Totals</b>	
Total ATM Withdrawals & Debits	\$0.00
Total Card Purchases	\$426.21
Total Card Deposits & Credits	\$0.00

**ELECTRONIC WITHDRAWALS**

DATE	DESCRIPTION	AMOUNT
11/14	U. P. S. UPS Bill 163100000780051 CCD ID: 2193070436	\$281.58
11/15	11/15 Online Transfer To Chk ... 1306 Transaction#: 5801585601	1,250.00
11/18	U. P. S. UPS Bill 163170000780051 CCD ID: 2193070436	255.94
11/21	11/21 Online Wire Transfer Via: BofI NA/111014325 A/C: Atr Global Resources LLC Richardson TX 75080 US Ref: Closing Chase Account Transfer Imad: 1121B1Qgc08C009610 Trn: 3660600326Es	20,192.50
<b>Total Electronic Withdrawals</b>		<b>\$21,980.02</b>

**FEES**

DATE	DESCRIPTION	AMOUNT
11/03	Service Charges For The Month of October	\$260.00
<b>Total Fees</b>		<b>\$260.00</b>

You were charged a monthly service fee of \$20.00 this period. You can avoid this fee in the future by maintaining a relationship balance (combined business deposits) of \$50,000.00. Your relationship balance was \$10,675.00.

**DAILY ENDING BALANCE**

DATE	AMOUNT	DATE	AMOUNT	DATE	AMOUNT
11/02	\$9,410.42	11/10	15,698.06	11/18	20,187.13
11/03	9,384.01	11/14	17,141.74	11/21	1,807.70
11/04	10,215.07	11/15	17,051.37	11/22	1,802.71
11/07	14,190.23	11/16	16,957.80	11/30	1,514.96
11/08	14,491.34	11/17	18,261.32		



November 01, 2016 through November 30, 2016  
 Primary Account: [REDACTED] 9339

**SERVICE CHARGE SUMMARY**

Maintenance Fee	\$20.00	
Excess Product Fees	\$0.00	
Other Service Charges	\$60.00	
<b>Total Service Charges</b>	<b>\$80.00</b>	Will be assessed on 12/5/16

TRANSACTIONS FOR SERVICE FEE CALCULATION	NUMBER OF TRANSACTIONS
Checks Paid / Debits	8
Deposits / Credits	18
Deposited Items	0
<b>Total Transactions</b>	<b>26</b>

**SERVICE CHARGE DETAIL**

DESCRIPTION	VOLUME	ALLOWED	CHARGED	PRICE/UNIT	TOTAL
Your Product Includes:					
<b>ACCOUNT 000000517209339</b>					
Monthly Service Fee	1			\$20.00	\$20.00
Transactions	26	350	0	\$0.00	\$0.00
Online Domestic Wire Fee	1	2	0	\$25.00	\$0.00
Stop Payments - Manual	2	0	2	\$30.00	\$60.00
<b>Total Service Charge (Will be assessed on 12/5/16)</b>					<b>\$80.00</b>
<b>ACCOUNT 000000517209339</b>					
Monthly Service Fee	1				
Transactions	26				
Online Domestic Wire Fee	1				
Stop Payments - Manual	2				

**CHASE BUSINESS SELECT HIGH YIELD SAVINGS**

ATR GLOBAL RESOURCES LLC  
 DBA JJ MOTIFF

Account Number: 000003093232006

**SAVINGS SUMMARY**

	INSTANCES	AMOUNT
Beginning Balance		\$5.37
Electronic Withdrawals	1	-5.37
<b>Ending Balance</b>	<b>1</b>	<b>\$0.00</b>

Annual Percentage Yield Earned This Period 0.00%

Your monthly service fee was waived because you maintained an average savings balance of \$10,000 or more during the statement period.



November 01, 2016 through November 30, 2016

Primary Account: 9339

**TRANSACTION DETAIL**

DATE	DESCRIPTION	AMOUNT	BALANCE
	Beginning Balance		\$5.37
11/21	11/20 Online Transfer To Chk ...9339 Transaction#: 5811848916	5.37	0.00
	Ending Balance		\$0.00

You earned a higher interest rate on your Chase Business Select High Yield Savings account during this statement period because you had a qualifying Chase Performance Business Checking account.

30 deposited items are provided with your account each month. There is a \$0.20 fee for each additional deposited item.



**IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC FUNDS TRANSFERS:** Call or write us at the phone number or address on the front of this statement (non-personal accounts contact Customer Service) if you think your statement or receipt is incorrect or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent you the FIRST statement on which the problem or error appeared. Be prepared to give us the following information:

- Your name and account number
- The dollar amount of the suspected error
- A description of the error or transfer you are unsure of, why you believe it is an error, or why you need more information.

We will investigate your complaint and will correct any error promptly. If we take more than 10 business days (or 20 business days for new accounts) to do this, we will credit your account for the amount you think is in error so that you will have use of the money during the time it takes us to complete our investigation.

**IN CASE OF ERRORS OR QUESTIONS ABOUT NON-ELECTRONIC TRANSACTIONS:** Contact the bank immediately if your statement is incorrect or if you need more information about any non-electronic transactions (checks or deposits) on this statement. If any such error appears, you must notify the bank in writing no later than 30 days after the statement was made available to you. For more complete details, see the Account Rules and Regulations or other applicable account agreement that governs your account.



JPMorgan Chase Bank, N.A. Member FDIC





November 01, 2016 through November 30, 2016

Primary Account: [REDACTED] 9339

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Page 6 of 6

<b>Transaction History</b>						
<b>Customer:</b> <u>ATR GLOBAL RESOURCES LLC DBA JJ MOTIFF</u>						
<b>Account:</b> <u>TX Checking #XXXXX9339</u>						
*required field						
<b>Current Balance</b>	<b>Present Balance</b>	<b>Available Less Overdraft</b>	<b>Available Balance</b>	<b>Calendar</b>		
\$0.00	\$0.00	\$0.00	\$0.00			
*denotes end of day balance						
<b>Date Posted</b>	<b>Tran Type</b>	<b>Description</b>	<b>\$ Debits(-)</b>	<b>\$ Credits(+)</b>	<b>\$ Balance</b>	
12/08/2016	<u>Debit Card</u>	SHOIFY-CHARGE.COM 888-746-743	-39.90		0.00	*
12/07/2016	<u>Funds Transfer</u>	Transfer from CHK XXXXX1306		39.90	39.90	*
12/06/2016	<u>Misc. Credit</u>	SERVICE FEE REVERSAL		80.00	0.00	*
12/05/2016	<u>Fee</u>	SERVICE CHARGES FOR THE MONTH	-80.00		-80.00	*
12/05/2016	<u>Wire Transfer</u>	WIRE TRANSFER VIA: BOKF NA/111	-1,514.96		0.00	
11/30/2016	<u>Debit Card</u>	UPS*000000780051446 800-811-16	-287.75		1,514.96	*
11/22/2016	<u>Debit Card</u>	STAMPS.COM 855-608-2677 CA	-4.99		1,802.71	*
11/21/2016	<u>Wire Transfer</u>	ONLINE WIRE TRANSFER VIA: BOKF	-20,192.50		1,807.70	*
11/21/2016	<u>Online Transfer</u>	Online Transfer from MMA ...20		5.37	22,000.20	
11/21/2016	<u>ACH Deposit</u>	Shopify TRANSFER Sh		903.77	21,994.83	
11/21/2016	<u>ACH Deposit</u>	Shopify TRANSFER Sh		903.93	21,091.06	
11/18/2016	<u>ACH Debit</u>	U. P. S. UPS BILL 16	-255.94		20,187.13	*
11/18/2016	<u>ACH Deposit</u>	Shopify TRANSFER Sh		235.84	20,443.07	
11/18/2016	<u>ACH Deposit</u>	Shopify TRANSFER Sh		1,945.91	20,207.23	
11/17/2016	<u>ACH Deposit</u>	Shopify TRANSFER Sh		1,303.52	18,261.32	*
11/16/2016	<u>Debit Card</u>	INTUIT *QB ONLINE 800-286-6800	-42.59		16,957.80	*
						Older

UNITED STATES BANKRUPTCY COURT  
NORTHERN & EASTERN DISTRICTS OF TEXAS

In re *ATR Global Resources, LLC*

Case No. *16-41995*

Small Business Case under Chapter 11

**SMALL BUSINESS MONTHLY OPERATING REPORT**

Month: December

Date Filed: \_\_\_\_\_

Line of Business: Rhinestones & Sequin TransfersWholesalers

NAISC Code: \_\_\_\_\_

IN ACCORDANCE WITH TITLE 28, SECTION 1746, OF THE UNITED STATES CODE, I DECLARE UNDER PENALTY OF PERJURY THAT I HAVE EXAMINED THE FOLLOWING SMALL BUSINESS MONTHLY OPERATING REPORT AND THE ACCOMPANYING ATTACHMENTS AND, TO THE BEST OF MY KNOWLEDGE, THESE DOCUMENTS ARE TRUE, CORRECT AND COMPLETE.

**Zelideh Jimenez**

Original Signature of Responsible Party

Zelideh Jimenez

Printed Name of Responsible Party

Questionnaire: (All questions to be answered on behalf of the debtor.)

	<b><u>YES</u></b>	<b><u>NO</u></b>
1. Is the business still operating?	x	
2. Have you paid all your bills on time this month?	x	
3. Did you pay your employees on time?	n/a	
4. Have you deposited all the receipts for your business into the DIP account this month?	x	
5. Have you filed all of your tax returns and paid all of your taxes this month?	x	
6. Have you timely filed all other required government filings?	x	
7. Have you paid all of your insurance premiums this month?		x
8. Do you plan to continue to operate the business next month?	x	
9. Are you current on your quarterly fee payment to the U.S. Trustee?		
10. Have you paid anything to your attorney or other professionals this month?	x	
11. Did you have any unusual or significant unanticipated expenses this month?		x
12. Has the business sold any goods or provided services or transferred any assets business related to the DIP in any way?		x
13. Do you have any bank accounts open other than the DIP account?		

	<u>YES</u>	<u>NO</u>
14. Have you sold any assets other than inventory this month?		X
15. Did any insurance company cancel your policy this month?		X
16. Have you borrowed money from anyone this month?		X
17. Has anyone made an investment in your business this month?		X
18. Have you paid any bills you owed before you filed bankruptcy?		X

**TAXES**

	<u>YES</u>	<u>NO</u>
Do you have any past due tax returns or past due post-petition tax obligations? If yes, please provide a written explanation including when such returns will be filed, or when such payments will be made and the source of the funds for the payment.		X

*(Exhibit A)*

**INCOME**

Please separately list all of the income you received for the month. The list should include all income from cash and credit transactions. *(The U.S. Trustee may waive this requirement.)*

*(Exhibit B)*

**TOTAL INCOME** \$7,278.34

**SUMMARY OF CASH ON HAND**

Cash on Hand at Start of Month	\$200.00
Cash on Hand at End of Month	<u>\$200.00</u>
Please provide the total amount of cash currently available to the debtor.	<u>\$0.00</u>

**EXPENSES**

Please separately list all expenses paid by cash or by check from your bank accounts this month. Include the date paid, who was paid the money, the purpose and the amount. *(The U.S. Trustee may waive this requirement.)*

*(Exhibit C)*

**TOTAL EXPENSES** \$5,775.36

**CASH PROFIT**

Income for the month (Total from Exhibit B).	<u>\$7,278.34</u>
Expenses for the month (Total from Exhibit C).	<u>\$5,775.36</u>
<i>(Subtract Line C from Line B)</i>	
<b>CASH PROFIT FOR THE MONTH</b>	<u>\$1,502.98</u>

**UNPAID BILLS**

Please attach a list of all debts (including taxes) which you have incurred since the date you filed bankruptcy but have not paid. The list must include the date the debt was incurred, who is owed the money, the purpose of the debt and when the debt is due. *(The U.S. Trustee may waive this requirement.)*

*(Exhibit D)*

**TOTAL PAYABLES** \$0.00

**MONEY OWED TO YOU**

Please attach a list of all amounts owed to you by your customers for work you have done or the merchandise you have sold. You should include who owes you the money, how much is owed and when is payment due. *(The U.S. Trustee may waive this requirement.)*

*(Exhibit E)*

**TOTAL RECEIVABLES** \$0.00

**BANKING INFORMATION**

Please attach a copy of your latest bank statement for every account you have as of the date of this financial report or had during the period covered by this report.

*(Exhibit F)*

**EMPLOYEES**

Number of employees when the case was filed?	<u>0</u>
Number of employees as of the date of this monthly report?	<u>0</u>

**PROFESSIONAL FEES*****BANKRUPTCY RELATED:***

Professional fees relating to the bankruptcy case paid during this reporting period?	<u>\$0.00</u>
Total professional fees relating to the bankruptcy case paid since the filing of the case?	<u>\$16,717.00</u>

***NON-BANKRUPTCY RELATED:***

Professional fees not relating to the bankruptcy case paid during this reporting period?	<u>\$0.00</u>
Total professional fees not relating to the bankruptcy case paid since the filing of the case?	<u>\$0.00</u>

### PROJECTIONS

Compare your actual income and expenses to the projections for the first 180 days of your case provided at the initial debtor interview.

	Projected	Actual	Difference
INCOME	\$9,000.00	\$7,278.34	\$1,721.66
EXPENSE	\$6,741.00	\$5,775.36	\$965.64
CASH PROFIT	\$0.00	\$0.00	\$0.00
Total projected income for the next month:			\$6,000.00
Total projected expenses for the next month:			\$5,941.00
Total projected cash profit for the next month:			\$0.00

### ADDITIONAL INFORMATION

Please attach all financial reports including an income statement and balance sheet which you prepare internally.



A division of BOKF, NA  
P.O. Box 29775  
Dallas, TX 75229-0775  
Member FDIC

PRIMARY ACCOUNT  
8095974892

Statement Period:  
11-14-16 to 11-30-16

0001498 T0925212011607375600 00000 03 000000000 00100915 002 TEXRG3

ATR GLOBAL RESOURCES LLC DBA JUMOTIFF  
BANKRUPTCY ACCT DIP CASE #16-41995  
US BANKRUPTCY COURT EASTERN DISTRICT  
EASTERN DISTRICT OF TEXAS  
2904 CYPRESS POINT DRIVE  
MCKINNEY TX 75070

Direct Inquiries To:  
Comm'l Client Svcs  
866-407-4147

www.bankoftexas.com

**BANKRUPTCY CHECKING**

ACCOUNT: 8095974892



Statement Period from 11-14-16 through 11-30-16

\$ Starting Balance	.00
+ 9 Deposits	23,205.46
- 5 Checks & Withdrawals	997.65
- Service Fees	.00
= Ending Balance	22,207.81



**DEPOSITS**

Date		Amount
11-21	INCOMING WIRE/TEL ONLY 000720 ATR GLOBAL RESOURCES LLC DBA JJ 021000021JPMORGAN CHASE CLOSING CHASE ACCOUNT TRANSFER	20,192.50
11-23	SHOPIFY TRANSFER Shopify	774.55
11-23	SHOPIFY TRANSFER Shopify	323.04
11-25	SHOPIFY TRANSFER Shopify	1,114.57
11-28	SHOPIFY TRANSFER Shopify	113.31
11-28	PAYPAL VERIFYBANK 1053S2222KYK838	.04
11-28	PAYPAL VERIFYBANK 2053S2222KYK838	.04
11-29	SHOPIFY TRANSFER Shopify	283.41
11-30	SHOPIFY TRANSFER Shopify	404.00



FOR ACCOUNT BALANCING PROCEDURES, IMPORTANT INFORMATION AND ADDRESS CHANGES SEE REVERSE SIDE



A division of BOKF, NA  
P.O. Box 29775  
Dallas, TX 75229-0775  
Member FDIC

Change of Address - It is the responsibility of the account holder to notify us promptly of any change in mailing address to avoid delays in delivery. Please call the number listed on the front of your statement or visit a banking center to change your address.

Balancing Your Account:

Before you start, please be sure to enter in your account register any interest earned, automatic transactions or bank charges including those in this statement.

A. Enter deposits not shown on this statement.

B. Enter all checks, withdrawals and bank charges not shown on this or any prior statement.

C. Follow instructions below to compare transactions recorded on your statement with those in your account register.

Date of Deposit	Amount	Outstanding Item	Amount	
<b>Total A</b>		<b>Total B</b>		

**New Balance**  
**Shown on other side**

---

**Plus (+)**  
**Total A**

---

**Equals (=)**

---

**Minus (-)**  
**Total B**

---

**Equals (=)**  
**Your current register balance**

---

Electronic Transfer Rights Summary

In Case of Errors or Questions About Your Electronic Transfers  
Please Follow These Instructions

If you need more information on a transfer on your statement or receipt, or if you think your statement or receipt is incorrect, you need to contact us no later than 60 days after we sent you the FIRST statement on which the problem or error appeared. Telephone us at the number listed on the front of your statement after the words "Direct Inquiries To" or write us at:

Bank of Texas NA  
Attn: Customer Service  
P.O. Box 29775  
Dallas, TX 75229-0775

- Tell us your name and account number.
  - Describe the error or the transfer you are unsure about, explain as clearly as you can why you believe there is an error or why you need more information.
  - Tell us the dollar amount of the suspected error.
- We will determine whether an error occurred within 10 business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days for point-of-sale or foreign-initiated transactions) to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days for the amount you think is in error, so you will have the money during the time it takes us to complete our investigation.





A division of BOKF, NA  
 P.O. Box 29775  
 Dallas, TX 75229-0775

Member FDIC

PRIMARY ACCOUNT  
 8095974892

Statement Period:  
 11-14-16 to 11-30-16

ATR GLOBAL RESOURCES LLC DBA JJMOTIFF  
 BANKRUPTCY ACCT DIP CASE #16-41995  
 US BANKRUPTCY COURT EASTERN DISTRICT  
 EASTERN DISTRICT OF TEXAS  
 2904 CYPRESS POINT DRIVE  
 MCKINNEY TX 75070

Direct Inquiries To:  
 Comm'l Client Svcs  
 866-407-4147

www.bankoftexas.com

WITHDRAWALS

Date			Amount
11-25	BIGCOMMERCE	8886998911 *****497536	199.95
11-28	PAYPAL	VERIFYBANK 4053S2222KYK838	.08
11-29	BIGCOMMERCE	8886998911 *****5439685	325.00
11-30	U. P. S.	UPS BILL *****0000780051	302.91
11-30	U. P. S.	UPS BILL *****0000780051	169.71

CHECKS

(\* Indicates a break in check number sequence)  
 (RTND Indicates a RETURNED CHECK)

\*\*\* No Checks \*\*\*



DAILY ACCOUNT BALANCE

Date	Balance	Date	Balance	Date	Balance
11-14	0.00	11-25	22,204.71	11-29	22,276.43
11-21	20,192.50	11-28	22,318.02	11-30	22,207.81
11-23	21,290.09				

SERVICE FEE BALANCE INFORMATION

AVG LEDGER BALANCE	12,728.32	AVG COLLECTED BAL	12,728.32
MINIMUM LEDGER BAL	20,192.50		





A division of BOKF, NA  
 P.O. Box 29775  
 Dallas, TX 75229-0775  
 Member FDIC

PRIMARY ACCOUNT  
 8095974892

Statement Period:  
 12-01-16 to 12-31-16

0001688 T0925212311608181400 00000 04 000000000 00111814 00?TEXRG4

ATR GLOBAL RESOURCES LLC DBA JUMOTIFF  
 BANKRUPTCY ACCT DIP CASE #16-41995  
 US BANKRUPTCY COURT EASTERN DISTRICT  
 EASTERN DISTRICT OF TEXAS  
 2904 CYPRESS POINT DRIVE  
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www.bankoftexas.com

5 Images Provided Page 1 of 5

**BANKRUPTCY CHECKING**

ACCOUNT: 8095974892



Statement Period from 12-01-16 through 12-31-16

\$ Starting Balance	22,207.81
+ 27 Deposits	8,793.31
- 14 Checks & Withdrawals	5,778.37
- Service Fees	.00
= Ending Balance	<u>25,222.75</u>



**DEPOSITS**

Date		Amount
12-01	SHOPIFY TRANSFER Shopify	523.63
12-02	SHOPIFY TRANSFER Shopify	533.64
12-02	SHOPIFY TRANSFER Shopify	433.31
12-02	SQUARE INC SDV-VRFY T12854789	.01
12-05	SHOPIFY TRANSFER Shopify	310.91
12-05	PAYPAL TRANSFER 53S229XNTVNL8	262.54
12-05	SHOPIFY TRANSFER Shopify	238.45
12-05	SQUARE INC 161205P2 L204159430663	71.26
12-05	SQUARE INC 161203P2 L204159029780	68.36
12-05	INCOMING FED WIRE CR 000165	1,514.96
	ATR GLOBAL RESOURCES LLC DBA JJ 021000021JPMORGAN CHASE	
12-07	PAYPAL TRANSFER 53S229XYEXF6J	59.00
12-08	SHOPIFY TRANSFER Shopify	546.93
12-08	SQUARE INC 161208P2 L204160424196	115.65
12-09	SHOPIFY TRANSFER Shopify	622.66
12-09	SHOPIFY TRANSFER Shopify	180.19
12-09	SQUARE INC 161209P2 L204160832910	123.37



FOR ACCOUNT BALANCING PROCEDURES, IMPORTANT INFORMATION AND ADDRESS CHANGES SEE REVERSE SIDE



A division of BOKF, NA  
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**Change of Address - It is the responsibility of the account holder to notify us promptly of any change in mailing address to avoid delays in delivery. Please call the number listed on the front of your statement or visit a banking center to change your address.**

**Balancing Your Account:**

Before you start, please be sure to enter in your account register any interest earned, automatic transactions or bank charges including those in this statement.

**A. Enter deposits not shown on this statement.**

**B. Enter all checks, withdrawals and bank charges not shown on this or any prior statement.**

**C. Follow instructions below to compare transactions recorded on your statement with those in your account register.**

Date of Deposit	Amount	Outstanding Item	Amount	
<b>Total A</b>		<b>Total B</b>		

**New Balance**  
**Shown on other side**

---

**Plus (+)**  
**Total A**

---

**Equals (=)**

---

**Minus (-)**  
**Total B**

---

**Equals (=)**  
**Your current register balance**

---

**Electronic Transfer Rights Summary**

*In Case of Errors or Questions About Your Electronic Transfers  
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If you need more information on a transfer on your statement or receipt, or if you think your statement or receipt is incorrect, you need to contact us no later than 60 days after we sent you the FIRST statement on which the problem or error appeared. Telephone us at the number listed on the front of your statement after the words "Direct Inquiries To" or write us at:

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- Tell us your name and account number.
- Describe the error or the transfer you are unsure about, explain as clearly as you can why you believe there is an error or why you need more information.
- Tell us the dollar amount of the suspected error.

We will determine whether an error occurred within 10 business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days for point-of-sale or foreign-initiated transactions) to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days for the amount you think is in error, so you will have the money during the time it takes us to complete our investigation.



**BANK OF TEXAS**

A division of BOKF, NA  
 P.O. Box 29775  
 Dallas, TX 75229-0775

Member FDIC

PRIMARY ACCOUNT  
 8095974892

Statement Period:  
 12-01-16 to 12-31-16

ATR GLOBAL RESOURCES LLC DBA JJMOTIFF  
 BANKRUPTCY ACCT DIP CASE #16-41995  
 US BANKRUPTCY COURT EASTERN DISTRICT  
 EASTERN DISTRICT OF TEXAS  
 2904 CYPRESS POINT DRIVE  
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 866-407-4147

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BANKRUPTCY CHECKING(cont.)



DEPOSITS

Date			Amount
12-12	SQUARE INC	161212P2 L204161398603	140.55
12-14	SQUARE INC	161214P2 L204162008967	341.06
12-15	SQUARE INC	161215P2 L204162327737	458.43
12-19	SQUARE INC	161217P2 L204163054834	131.57
12-20	PAYPAL	TRANSFER 53S229YDAT2LA	654.03
12-20	SQUARE INC	161220P2 L204163632496	446.34
12-21	SQUARE INC	161221P2 L204163984772	60.64
12-22	SQUARE INC	161222P2 L204164276400	610.88
12-27	PAYPAL	TRANSFER 53S229YJJ4SVL	130.30
12-28	AMZNIX7CD3J2	CHECKOUT VUPFVLXTBLP77I2	60.87
		payments.amazon.com ID#VUPFVLXTBLP77I2	
12-29	SQUARE INC	161229P2 L204165591176	153.77



WITHDRAWALS

Date			Amount
12-02	AUTHNET GATEWAY	BILLING 93898477	81.50
12-02	SQUARE INC	SDV-VRFY T12854788	.01
12-05	ESTRADA & ASSOCI	SALE	225.00
12-07	SHOPIFY	TRANSFER Shopify	77.61
12-14	BANK OF TEXAS	ANALYSIS 1	40.19
12-15	U. P. S.	UPS BILL *****0000780051	336.71
12-15	BUSINESSSOLUTION	VONAGE 5667145	50.98
12-21	U. P. S.	UPS BILL *****0000780051	220.76
12-28	U. P. S.	UPS BILL *****0000780051	184.61





**BANK OF TEXAS**

A division of BOKF, NA  
 P.O. Box 29775  
 Dallas, TX 75229-0775  
 Member FDIC

**PRIMARY ACCOUNT**  
**8095974892**

Statement Period:  
 12-01-16 to 12-31-16

ATR GLOBAL RESOURCES LLC DBA JJMOTIFF  
 BANKRUPTCY ACCT DIP CASE #16-41995  
 US BANKRUPTCY COURT EASTERN DISTRICT  
 EASTERN DISTRICT OF TEXAS  
 2904 CYPRESS POINT DRIVE  
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 866-407-4147

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5 Images Provided Page 4 of 5



**CHECKS**

(\* Indicates a break in check number sequence)  
 (RTND Indicates a RETURNED CHECK)

Date	Number	Amount	Date	Number	Amount
12-09	*	1,503.00	12-05	*1004	1,250.00
12-05	1001	308.00	12-19	1005	1,250.00
12-20	1002	250.00			



**DAILY ACCOUNT BALANCE**

Date	Balance	Date	Balance	Date	Balance
11-30	22,207.81	12-09	24,367.56	12-21	24,451.54
12-01	22,731.44	12-12	24,508.11	12-22	25,062.42
12-02	23,616.89	12-14	24,808.98	12-27	25,192.72
12-05	24,300.37	12-15	24,879.72	12-28	25,068.98
12-07	24,281.76	12-19	23,761.29	12-29	25,222.75
12-08	24,944.34	12-20	24,611.66		

**SERVICE FEE BALANCE INFORMATION**

AVG LEDGER BALANCE	24,578.13	AVG COLLECTED BAL	24,578.13
MINIMUM LEDGER BAL	22,731.44		



**BANK OF TEXAS**

A division of BOKF, NA  
P.O. Box 29775  
Dallas, TX 75229-0775

Member FDIC

PRIMARY ACCOUNT  
8095974892

Statement Period:  
12-01-16 to 12-31-16

Direct Inquiries To:  
Comm'l Client Svcs  
866-407-4147

ATR GLOBAL RESOURCES LLC DBA JJMOTIFF  
BANKRUPTCY ACCT DIP CASE #16-41995

**BANKRUPTCY CHECKING - 8095974892**

**BANK OF TEXAS CHECKING/SAVINGS WITHDRAWAL DEBIT**

12-1 *Cates, Sara Jimenez* *1* *1503*

Pay to the order of *On thousand five hundred three dollars = 1503.00*

AMOUNT \$ 1503.00

1110143254 050

\$1,503.00

ATR Global Resources LLC DBA JJ MOTIFF BANK OF TEXAS NA 1001

12/01/16

PAY TO THE ORDER OF *Life Storage* \$ 308.00

*Three hundred eight*

1110143254 050

1001 \$308.00

ATR Global Resources LLC DBA JJ MOTIFF BANK OF TEXAS NA 1002

12-3-2016

PAY TO THE ORDER OF *Kinda Jackson* \$ 250.00

*Two hundred fifty*

1110143254 050

1002 \$250.00

ATR Global Resources LLC DBA JJ MOTIFF BANK OF TEXAS NA 1004

11-30-16

PAY TO THE ORDER OF *Zelinda Jimenez* \$ 1,250.00

*One thousand two hundred and fifty*

1110143254 050

1004 \$1,250.00

ATR Global Resources LLC DBA JJ MOTIFF BANK OF TEXAS NA 1005

12/18/16

PAY TO THE ORDER OF *Zelinda Jimenez* \$ 1,250.00

*One thousand two hundred fifty*

1110143254 050

1005 \$1,250.00





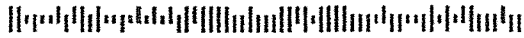
JPMorgan Chase Bank, N.A.  
 P O Box 659754  
 San Antonio, TX 78265-9754

December 01, 2016 through December 30, 2016

Account Number: **000000517209339**

**CUSTOMER SERVICE INFORMATION**

Web site: Chase.com  
 Service Center: 1-800-242-7338  
 Deaf and Hard of Hearing: 1-800-242-7383  
 Para Espanol: 1-888-622-4273  
 International Calls: 1-713-262-1679



00000802 DRE 201 142 00517 NNNNNNNNNN T 1 000000000 D2 0000

ATR GLOBAL RESOURCES LLC  
 DBA JJ MOTIFF  
 2904 CYPRESS POINT DR  
 MCKINNEY TX 75070-5664



005C001073000006735000100000000

**CHECKING SUMMARY** Chase Performance Business Checking

	INSTANCES	AMOUNT
Beginning Balance		\$1,514.96
Deposits and Additions	2	119.90
ATM & Debit Card Withdrawals	1	-39.90
Electronic Withdrawals	1	-1,514.96
Fees	1	-80.00
Ending Balance	5	\$0.00

**DEPOSITS AND ADDITIONS**

DATE	DESCRIPTION	AMOUNT
12/06	Service Fee Reversal	\$80.00
12/07	Transfer From Chk Xxxxx1306	39.90
<b>Total Deposits and Additions</b>		<b>\$119.90</b>

**ATM & DEBIT CARD WITHDRAWALS**

DATE	DESCRIPTION	AMOUNT
12/08	Recurring Card Purchase 12/07 Shopify-Charge.Com 888-746-7439 IL Card 1719	\$39.90
<b>Total ATM &amp; Debit Card Withdrawals</b>		<b>\$39.90</b>

**ATM & DEBIT CARD SUMMARY**

Zelideh Jimenez Card 1719		
Total ATM Withdrawals & Debits		\$0.00
Total Card Purchases		\$39.90
Total Card Deposits & Credits		\$0.00
<b>ATM &amp; Debit Card Totals</b>		
Total ATM Withdrawals & Debits		\$0.00
Total Card Purchases		\$39.90
Total Card Deposits & Credits		\$0.00



December 01, 2016 through December 30, 2016

Account Number: 000000517209339

**ELECTRONIC WITHDRAWALS**

DATE	DESCRIPTION	AMOUNT
12/05	Wire Transfer Via: Bokf NA/111014325 A/C: Atr Global Resources Imad: 1205B1Qgc01C000776 Trn: 3065800338Es	\$1,514.96
<b>Total Electronic Withdrawals</b>		<b>\$1,514.96</b>

**FEES**

DATE	DESCRIPTION	AMOUNT
12/05	Service Charges For The Month of November	\$80.00
<b>Total Fees</b>		<b>\$80.00</b>

**DAILY ENDING BALANCE**

DATE	AMOUNT
12/05	-\$80.00
12/06	0.00
12/07	39.90
12/08	0.00

**IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC FUNDS TRANSFERS:** Call or write us at the phone number or address on the front of this statement (non-personal accounts contact Customer Service) if you think your statement or receipt is incorrect or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent you the FIRST statement on which the problem or error appeared. Be prepared to give us the following information:

- Your name and account number
- The dollar amount of the suspected error
- A description of the error or transfer you are unsure of, why you believe it is an error, or why you need more information.

We will investigate your complaint and will correct any error promptly. If we take more than 10 business days (or 20 business days for new accounts) to do this, we will credit your account for the amount you think is in error so that you will have use of the money during the time it takes us to complete our investigation.

**IN CASE OF ERRORS OR QUESTIONS ABOUT NON-ELECTRONIC TRANSACTIONS:** Contact the bank immediately if your statement is incorrect or if you need more information about any non-electronic transactions (checks or deposits) on this statement. If any such error appears, you must notify the bank in writing no later than 30 days after the statement was made available to you. For more complete details, see the Account Rules and Regulations or other applicable account agreement that governs your account.



JPMorgan Chase Bank, N.A. Member FDIC



UNITED STATES BANKRUPTCY COURT  
NORTHERN & EASTERN DISTRICTS OF TEXAS

In re *ATR Global Resources, LLC*

Case No. *16-41995*

Small Business Case under Chapter 11

SMALL BUSINESS MONTHLY OPERATING REPORT

Month: January

Date Filed: \_\_\_\_\_

Line of Business: Rhinestones & Sequin Transfers Wholesalers

NAISC Code: \_\_\_\_\_

IN ACCORDANCE WITH TITLE 28, SECTION 1746, OF THE UNITED STATES CODE, I DECLARE UNDER PENALTY OF PERJURY THAT I HAVE EXAMINED THE FOLLOWING SMALL BUSINESS MONTHLY OPERATING REPORT AND THE ACCOMPANYING ATTACHMENTS AND, TO THE BEST OF MY KNOWLEDGE, THESE DOCUMENTS ARE TRUE, CORRECT AND COMPLETE.

***Zelideh Jimenez***

\_\_\_\_\_  
Original Signature of Responsible Party

Zelideh Jimenez

\_\_\_\_\_  
Printed Name of Responsible Party

Questionnaire: *(All questions to be answered on behalf of the debtor.)*

	<u>YES</u>	<u>NO</u>
1. Is the business still operating?	x	
2. Have you paid all your bills on time this month?	x	
3. Did you pay your employees on time?	n/a	
4. Have you deposited all the receipts for your business into the DIP account this month?	x	
5. Have you filed all of your tax returns and paid all of your taxes this month?	x	
6. Have you timely filed all other required government filings?	x	
7. Have you paid all of your insurance premiums this month?	x	
8. Do you plan to continue to operate the business next month?	x	
9. Are you current on your quarterly fee payment to the U.S. Trustee?	x	
10. Have you paid anything to your attorney or other professionals this month?		x
11. Did you have any unusual or significant unanticipated expenses this month?		x
12. Has the business sold any goods or provided services or transferred any assets business related to the DIP in any way?		x
13. Do you have any bank accounts open other than the DIP account?		x

- |   | <u>YES</u> | <u>NO</u> |
|---|------------|-----------|
| 14. Have you sold any assets other than inventory this month?     |            | X         |
| 15. Did any insurance company cancel your policy this month?      |            | X         |
| 16. Have you borrowed money from anyone this month?               |            | X         |
| 17. Has anyone made an investment in your business this month?    |            | X         |
| 18. Have you paid any bills you owed before you filed bankruptcy? |            | X         |

**TAXES**

	<u>YES</u>	<u>NO</u>
Do you have any past due tax returns or past due post-petition tax obligations? If yes, please provide a written explanation including when such returns will be filed, or when such payments will be made and the source of the funds for the payment.		X

*(Exhibit A)*

**INCOME**

Please separately list all of the income you received for the month. The list should include all income from cash and credit transactions. *(The U.S. Trustee may waive this requirement.)*

*(Exhibit B)*

**TOTAL INCOME**    \$5,631.60

**SUMMARY OF CASH ON HAND**

Cash on Hand at Start of Month	\$200.00
Cash on Hand at End of Month	<u>\$200.00</u>
Please provide the total amount of cash currently available to the debtor.	<u>\$0.00</u>

**EXPENSES**

Please separately list all expenses paid by cash or by check from your bank accounts this month. Include the date paid, who was paid the money, the purpose and the amount. *(The U.S. Trustee may waive this requirement.)*

*(Exhibit C)*

**TOTAL EXPENSES**    \$6,716.73

**CASH PROFIT**

Income for the month (Total from Exhibit B).	\$5,631.60
Expenses for the month (Total from Exhibit C).	<u>\$6,716.73</u>
<i>(Subtract Line C from Line B)</i>	<u>(\$1,085.13)</u>
<b>CASH PROFIT FOR THE MONTH</b>	<b>(\$1,085.13)</b>

**UNPAID BILLS**

Please attach a list of all debts (including taxes) which you have incurred since the date you filed bankruptcy but have not paid. The list must include the date the debt was incurred, who is owed the money, the purpose of the debt and when the debt is due. *(The U.S. Trustee may waive this requirement.)*

*(Exhibit D)*

**TOTAL PAYABLES** \$0.00

**MONEY OWED TO YOU**

Please attach a list of all amounts owed to you by your customers for work you have done or the merchandise you have sold. You should include who owes you the money, how much is owed and when is payment due. *(The U.S. Trustee may waive this requirement.)*

*(Exhibit E)*

**TOTAL RECEIVABLES** \$0.00

**BANKING INFORMATION**

Please attach a copy of your latest bank statement for every account you have as of the date of this financial report or had during the period covered by this report.

*(Exhibit F)*

**EMPLOYEES**

Number of employees when the case was filed? 0  
Number of employees as of the date of this monthly report? 0

**PROFESSIONAL FEES**

*BANKRUPTCY RELATED:*

Professional fees relating to the bankruptcy case paid during this reporting period? \$0.00  
Total professional fees relating to the bankruptcy case paid since the filing of the case? \$16,717.00

*NON-BANKRUPTCY RELATED:*

Professional fees not relating to the bankruptcy case paid during this reporting period? \$0.00  
Total professional fees not relating to the bankruptcy case paid since the filing of the case? \$0.00

### PROJECTIONS

Compare your actual income and expenses to the projections for the first 180 days of your case provided at the initial debtor interview.

	Projected	Actual	Difference
INCOME	\$6,000.00	\$5,631.60	\$368.40
EXPENSE	\$7,741.00	\$6,716.73	\$1,024.27
CASH PROFIT	\$0.00	\$0.00	\$0.00
			\$5,000.00
Total projected income for the next month:			\$8,310.00
Total projected expenses for the next month:			\$0.00
Total projected cash profit for the next month:			

### ADDITIONAL INFORMATION

Please attach all financial reports including an income statement and balance sheet which you prepare internally.



A division of BOKF, NA  
P.O. Box 29775  
Dallas, TX 75229-0775  
Member FDIC

PRIMARY ACCOUNT  
[REDACTED] 1892

Statement Period:  
01-01-17 to 01-31-17

0005313 T0925202011722212800 00000 03 000000000 00108623 003 TEXRG3

ATR GLOBAL RESOURCES LLC DBA JJMOTIFF  
BANKRUPTCY ACCT DIP CASE #16-41995  
US BANKRUPTCY COURT EASTERN DISTRICT  
EASTERN DISTRICT OF TEXAS  
2904 CYPRESS POINT DRIVE  
MCKINNEY TX 75070

Direct Inquiries To:  
Comm'l Client Svcs  
866-407-4147

www.bankoftexas.com

5 Images Provided Page 1 of 5

**BANKRUPTCY CHECKING**

ACCOUNT: 8095974892



Statement Period from 01-01-17 through 01-31-17

\$ Starting Balance	25,222.75
+ 20 Deposits	4,850.43
- 13 Checks & Withdrawals	5,337.56
- Service Fees	.00
= Ending Balance	<u>24,735.62</u>



**DEPOSITS**

Date			Amount
01-03	PAYPAL	TRANSFER 53S229YY2XC54	325.36
01-03	SQUARE INC	170102P2 L204166543775	131.09
01-04	SQUARE INC	170104P2 L204167015451	78.01
01-05	PAYPAL	TRANSFER 53S229Z2L5EHG	76.41
01-06	SQUARE INC	170106P2 L204167738340	69.33
01-10	SQUARE INC	170110P2 L204168606231	188.99
01-12	SQUARE INC	170112P2 L204169195077	359.78
01-17	SQUARE INC	170114P2 L204169934607	239.01
01-17	SQUARE INC	170117P2 L204170532550	172.58
01-17	SQUARE INC	170116P2 L204170265851	81.87
01-18	PAYPAL	TRANSFER 53S229ZGZ4GLA	754.26
01-19	SQUARE INC	170119P2 L204171073562	126.26
01-20	SQUARE INC	170120P2 L204171481901	129.35
01-23	SQUARE INC	170121P2 L204171725649	464.00
01-23	SQUARE INC	170123P2 L204172057761	62.57
01-25	SQUARE INC	170125P2 L204172544186	973.75
01-27	SQUARE INC	170127P2 L204173199354	132.38
01-30	AMZNIYFNOJOB	CHECKOUT FB6Z19ID2X2X2IS	128.36
	payments.amazon.com ID#FB6Z19ID2X2X2IS		



FOR ACCOUNT BALANCING PROCEDURES, IMPORTANT INFORMATION AND ADDRESS CHANGES SEE REVERSE SIDE



A division of BOKF, NA  
 P.O. Box 29775  
 Dallas, TX 75229-0775  
 Member FDIC

**Change of Address - It is the responsibility of the account holder to notify us promptly of any change in mailing address to avoid delays in delivery. Please call the number listed on the front of your statement or visit a banking center to change your address.**

**Balancing Your Account:**

Before you start, please be sure to enter in your account register any interest earned, automatic transactions or bank charges including those in this statement.

**A. Enter deposits not shown on this statement.**

**B. Enter all checks, withdrawals and bank charges not shown on this or any prior statement.**

**C. Follow instructions below to compare transactions recorded on your statement with those in your account register.**

Date of Deposit	Amount
<b>Total A</b>	

Outstanding Item	Amount
<b>Total B</b>	

**New Balance**  
**Shown on other side**

---

**Plus (+)**  
**Total A**

---

**Equals (=)**

---

**Minus (-)**  
**Total B**

---

**Equals (=)**  
**Your current register balance**

---

**Electronic Transfer Rights Summary**

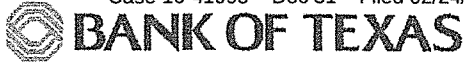
*In Case of Errors or Questions About Your Electronic Transfers  
 Please Follow These Instructions*

If you need more information on a transfer on your statement or receipt, or if you think your statement or receipt is incorrect, you need to contact us no later than 60 days after we sent you the FIRST statement on which the problem or error appeared. Telephone us at the number listed on the front of your statement after the words "Direct Inquiries To" or write us at:

*Bank of Texas NA  
 Attn: Customer Service  
 P.O. Box 29775  
 Dallas, TX 75229-0775*

- Tell us your name and account number.
- Describe the error or the transfer you are unsure about, explain as clearly as you can why you believe there is an error or why you need more information.
- Tell us the dollar amount of the suspected error.

We will determine whether an error occurred within 10 business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days for point-of-sale or foreign-initiated transactions) to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days for the amount you think is in error, so you will have the money during the time it takes us to complete our investigation.



A division of BOKF, NA  
 P.O. Box 29775  
 Dallas, TX 75229-0775  
 Member FDIC

PRIMARY ACCOUNT  
 [REDACTED] 4892

Statement Period:  
 01-01-17 to 01-31-17

ATR GLOBAL RESOURCES LLC DBA JJMOTIFF  
 BANKRUPTCY ACCT DIP CASE #16-41995  
 US BANKRUPTCY COURT EASTERN DISTRICT  
 EASTERN DISTRICT OF TEXAS  
 2904 CYPRESS POINT DRIVE  
 MCKINNEY TX 75070

Direct Inquiries To:  
 Comm'l Client Svcs  
 866-407-4147

www.bankoftexas.com

5 Images Provided Page 3 of 5

BANKRUPTCY CHECKING(cont.)



DEPOSITS

Date			Amount
01-30	PAYPAL	TRANSFER 53S229ZQJJ58J	232.25
01-31	SQUARE INC	170131P2 L204174092735	124.82



WITHDRAWALS

Date			Amount
01-03	U. P. S.	UPS BILL *****0000780051	103.46
01-04	AUTHNET GATEWAY	BILLING 94235454	25.00
01-17	BANK OF TEXAS	ANALYSIS 1	155.03
01-17	BUSINESSSOLUTION	VONAGE 1056890	50.98
01-18	U. P. S.	UPS BILL *****0000780051	59.06
01-18	U. P. S.	UPS BILL *****0000780051	51.65
01-18	U. P. S.	UPS BILL *****0000780051	35.54
01-26	U. P. S.	UPS BILL *****0000780051	223.84



CHECKS

(\* Indicates a break in check number sequence)  
 (RTND Indicates a RETURNED CHECK)

Date	Number	Amount	Date	Number	Amount
01-10	71	1,500.00	01-17	1008	1,250.00
01-03	*1006	1,250.00	01-30	1009	325.00
01-04	1007	308.00			





# BANK OF TEXAS

A division of BOKF, NA  
P.O. Box 29775  
Dallas, TX 75229-0775  
Member FDIC

PRIMARY ACCOUNT  
[REDACTED] 74892

Statement Period:  
01-01-17 to 01-31-17

ATR GLOBAL RESOURCES LLC DBA JJMOTIFF  
BANKRUPTCY ACCT DIP CASE #16-41995  
US BANKRUPTCY COURT EASTERN DISTRICT  
EASTERN DISTRICT OF TEXAS  
2904 CYPRESS POINT DRIVE  
MCKINNEY TX 75070

Direct Inquiries To:  
Comm'l Client Svcs  
866-407-4147

www.bankoftexas.com

5 Images Provided Page 4 of 5



## DAILY ACCOUNT BALANCE

Date	Balance	Date	Balance	Date	Balance
12-31	25,222.75	01-12	23,265.26	01-25	24,666.65
01-03	24,325.74	01-17	22,302.71	01-26	24,442.81
01-04	24,070.75	01-18	22,910.72	01-27	24,575.19
01-05	24,147.16	01-19	23,036.98	01-30	24,610.80
01-06	24,216.49	01-20	23,166.33	01-31	24,735.62
01-10	22,905.48	01-23	23,692.90		

## SERVICE FEE BALANCE INFORMATION

AVG LEDGER BALANCE	23,848.67	AVG COLLECTED BAL	23,848.67
MINIMUM LEDGER BAL	22,302.71		





A division of BOKF, NA  
P.O. Box 29775  
Dallas, TX 75229-0775

Member FDIC

PRIMARY ACCOUNT

██████████ 4892

Statement Period:  
01-01-17 to 01-31-17

Direct Inquiries To:  
Comm'l Client Svcs  
866-407-4147

ATR GLOBAL RESOURCES LLC DBA JJMOTIFF  
BANKRUPTCY ACCT DIP CASE #16-41995

Page 5 of 5

BANKRUPTCY CHECKING - 8095974892

**BANK OF TEXAS CHECKING/SAVINGS WITHDRAWAL DEBIT**

Zelideth Jimenez  
2504 Cypress Point Dr.  
McAllen, TX 78501

1/23/17  
McAllen TX 78501

NOT NEGOTIABLE

BANK USE ONLY  
 CASH  
 DEBIT CARD  
 CHECK CREDIT  
 OTHER

Sign Here X

TOTAL \$ 1,500.00

⑆001006⑆ ⑆111014325⑆ ██████████

71 \$1,500.00

ATR Global Resources LLC DBA JJMOTIFF  
2504 Cypress Point Dr.  
McAllen, TX 78501  
Dip Case # 16-41995

1003

Zelideth Jimenez

\$ 1,250.00  
One thousand two hundred fifty

Owner's Draw

⑆001006⑆ ⑆111014325⑆ ██████████

1006 \$1,250.00

ATR Global Resources LLC DBA JJMOTIFF  
2504 Cypress Point Dr.  
McAllen, TX 78501  
Dip Case # 16-41995

1007

Jan 3, 2017

Like Storage

\$ 308.00  
Three hundred and eight

Storage Unit 555  
January 2017

⑆001006⑆ ⑆111014325⑆ ██████████

1007 \$308.00

ATR Global Resources LLC DBA JJMOTIFF  
2504 Cypress Point Dr.  
McAllen, TX 78501  
Dip Case # 16-41995

1003

Zelideth Jimenez

\$ 1,250.00  
One thousand two hundred fifty

Owner's Draw

⑆001006⑆ ⑆111014325⑆ ██████████

1008 \$1,250.00

ATR Global Resources LLC DBA JJMOTIFF  
2504 Cypress Point Dr.  
McAllen, TX 78501  
Dip Case # 16-41995

1009

1/23/17

US Trustee

\$ 325.00  
Three hundred twenty five

Account # 104-16-41995

⑆001006⑆ ⑆111014325⑆ ██████████

1009 \$325.00



Research Representative  
Conn Appliances, Inc

Customer Service  
**DARLENE GRAY**  
*Darlene Gray*

Sincerely,

Our customer service department received a request to mail documentation for the account listed above. ATTACHMENT is the requested information.  
If you have any questions about the information provided, please contact our Customer Service Department at 1 (800) 511-5750. We value you as a customer and appreciate your business with Conn's.

Dear DON BURDEN,

REQUESTED DOCUMENTS ATTACHED

EMAIL TO : [dsburden@gmail.com](mailto:dsburden@gmail.com)

BURDEN, DON  
ACCT ENDING IN

8 MARCH 2017

3295 College Street  
Beaumont, Texas 77701  
Phone 877.358.1252 ext 3250 / Fax 877.404.2431



DocuSign Envelope ID: D6B827C4-4158-4422-AD4D-78E88B98AADA

THIS INVOICE IS DUE AND PAYABLE  
IN BEAUMONT, JEFFERSON COUNTY, TEXAS

Enter Approval Manager Name Above

Derrick Taylor

SIGNED X

DocuSign by: D. Taylor  
ADDRESS: (BUYER)

(L.S.) DATE 10/17/2016 | 16:49 PM CDT

LINE	CODE	QTY	SKU	MODEL #	SERIAL #	DESCRIPTION	UNIT PRICE	AMOUNT
07	DL	1	S	RF28HMEBBSR		FRENCH DOOR REFRIG (SS)	2439.99	2,439.99
12	DL	1	S	WT1701CV		HE TL WASHER (GRAPHITE)	749.99	749.99
12	DL	1	S	DLEY1701V		HE ELECT DRY (GRAPHITE)	749.99	749.99
07	DL	1	S	PM08X10008		IM BRAIDED WATER LINE	19.99	19.99
07	DL	1	S	PM14X10002		2 PK RUBBER WASHER HOSE	9.99	9.99
12	DL	1	S	PM8X73		8'X4' DRYER DUCT W/CLAM	14.99	14.99
12	DL	1	S	WX09X10004		6' 30 AMP 3 WIRE DRY CO	19.99	19.99
12	DL	1	S			STANDARD DELIVERY CHARG	79.99	79.99
12	DL	1	S			PRICE CONCESSION	-79.99	-79.99
***ALTERNATE PHONE NO. 469-766-5179 (CINDY)***								
THANK YOU - RAMIREZ, JOCELYN								
EXPECTED DELIVERY DATE 10/21/2016								
PAYMENT METHOD								
RECEIVED IN GOOD ORDER								
There is a \$50 deductible charged at the time of service for all Cell Phone replacements under RSA								
C	AMOUNT	NUMBER	SUB TOTAL		4,004.93		4,004.93	
II	4,335.33	APPROVED APPLICA 023341365	TAX		330.40		330.40	
			AMOUNT PAID		.00		.00	
			AMOUNT FINANCED		4,335.33		4,335.33	
			G.O.D. BALANCE DUE		.00		.00	
PHN 469/337-7682 WRK 469/337-7682 CEL 469/337-7682								
SALESMAN NUMBER 38153								



INVOICE

THIS IS A COPY

The Authorized Copy of this record is held at docuSign.net

PLEASE REMIT TO:  
P.O. BOX 2358  
BEAUMONT, TEXAS 77704

INVOICE DATE: 10/17/2016

STORE NUMBER: 112

TAX LOCATION:

SHIP TO:

BURDEN, DON  
2705 SAINT ANDREWS CIR

SOLD TO:

BURDEN, DON  
2226 W SETTLERS WAY

TX 75119

ENNIS

TX 77380

SPRING

CUSTOMER COPY

D. S.   
 -DS

TO CONTACT CONN'S CUSTOMER SERVICE HELPDESK CALL 1-877-358-1252

Page 1 of 1

HC#4819:6501-6120v.1

**NOTICE:** ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

This instrument is assigned as collateral to Bank of America, N.A.

**OCCC Notice:** For questions or complaints about this loan, contact Conn Credit Corporation, Inc.'s servicer at 1-877-358-1252. The lender is licensed and examined under Texas law by the Office of Consumer Credit Commissioner (OCCC), a state agency. If a complaint or question cannot be resolved by contacting the lender, consumers can contact the OCCC to file a complaint or ask a general credit related question. OCCC address: 2601 N. Lamar Blvd., Austin, Texas 78705. Phone: (800) 538-1579. Fax: (512) 936-7610. Website: occc.texas.gov. E-mail: consumer.complaints@occc.texas.gov.

ANNUAL PERCENTAGE RATE		FINANCE CHARGE		Total of Payments	
29.90 %	The cost of my credit as a yearly rate.	\$ 2609.34	The dollar amount the credit will cost me.	\$ 4960.38	The amount of credit provided to me or on my behalf.
My Payment Schedule will be:		Amount of Payment		Total of Payments	
36		210.27		7569.72	
Number of Payments		Payments are Due Monthly Beginning		as scheduled.	
DEC. 01 2016				The amount I will have paid after I have made all payments	
Security: You will have a security interest in the collateral identified above.		Late Charge: If any part of a payment is unpaid for 10 days after it is due, I may be charged a late charge of 5% of the scheduled payment.		The amount I will have paid after I have made all payments as scheduled.	
Prepayment: If I pay early, I will not have to pay a penalty.		Additional Information: See this Note for any additional information about nonpayment, default, any required repayment in full before the scheduled date, and prepayment refunds and penalties.			

Qty	Model	Description of Collateral	Price
1	REF28HMEB3SR	FRENCH DOOR REFRIG	2,439.99
1	WT1701CV	HE TL WASHER (GRAPH	749.99
1	DEE1701V	HE ELECT DRY (GRAPH	749.99
1	PM48X1000E	1M BRNDRD WATER LT	19.99
1	PM14X1000Z	2 PK RUBBER WASHER	9.99
1	PM8X73	8'X4' DRYER DUCT W/	14.99
1	WX05X10004	6' 3D AMP 3 WIRE DR	19.99
1	DELIVERY	STANDARD DELIVERY C	
Down Payment: \$			

See Invoice No. (For a detailed description): 112-030145491/001

This Texas Promissory Note and Security Agreement (the "Note") is with the above named Lender, "I" and "me" and similar words mean each person who signs as a Borrower. "You" and "your" and similar words mean the Lender and any assignee or purchaser of this Note. I promise that all information I gave you is true. If there is more than one Borrower, each Borrower agrees to keep all of the promises in the loan documents.

Date of Note: 10/17/2016  
 Account/Contract/Invoice No.: 112-030145491/001  
 Lender: CONN CREDIT CORPORATION, INC.  
 Lender Address: SPRING PARK VILLAGE  
 SPRING, TEXAS 77373  
 Salesperson: NAMIREZ, JOCELYN  
 Effective Date of Insurance: 10/17/2016

Borrower: BURDEN, DON  
 Co-Borrower: 2226 W SETTLERS WAY  
 SPRING, TX 77380  
 Home Phone: 469-337-7682  
 Cell Phone: 469-337-7682  
 POE Phone: 469-337-7682

**PROMISSORY NOTE AND SECURITY AGREEMENT (WITH ARBITRATION CLAUSE)**



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TO CONTACT CONN'S CUSTOMER SERVICE HELPDESK CALL 1-877-358-1252

Deferments: If I ask for more time to make any payment and you agree, I will pay more interest to extend the payment. The extra interest will be figured under the Finance Commission rules. You may extend one or more of my payments without my permission (unilateral). You may make only one unilateral deferment every 6 months. You and I may also agree to one or more deferments (bilateral).

Returned Payment Fee: I agree to pay you a fee up to \$30 for a returned payment. You can add the fee to the amount I owe or collect it separately.

Prepayment: I can make any payment early. Unless you agree otherwise in writing, I may not skip payments. If I make a payment early, my next payment will still be due as scheduled. If I pay off early, I will not have to pay a penalty. You fully earn the Administrative Fee on the date of this Note.

Late Charge: If I do not pay all of a payment within 10 days after it is due, you can charge me a late charge. The late charge will be 5% of the scheduled payment.

I do not have to pay interest or other amounts that are more than the law allows. If I do not pay all I owe when the final payment becomes due, I will pay interest on the amount that is still unpaid. The contract rate of interest will continue until I pay all I owe.

The unpaid part of the cash advance does not include the late charges and returned payment charges.

- (1) 30% on the unpaid part of the cash advance that is \$3,350.00 or less;
- (2) 24% on the unpaid part of the cash advance that is greater than \$3,350.00 through \$7,035.00; and
- (3) 18% on the unpaid part of the cash advance that is greater than \$7,035.00 through \$16,750.00.

You figure the Finance Charge by applying the true daily earnings method as defined by the Texas Finance Code. You will apply payments on the date they are received. This may result in a different finance charge or total of payments. My final payment may be larger or smaller than my regular payment.

Interest: The annual rate of interest will not exceed:  
Promise to Pay: I promise to pay the Amount Financed plus the accrued interest to the order of you, the Lender. I will also pay a portion of the administrative fee with each payment. I will make the payments at the address provided in this Note and as provided in a rate coupon book, or payments can be made by calling 1-877-358-1252, going to www.conn.com, stopping by my local Conn's store, or mailing my payment to P.O. Box 815867, Dallas, TX 75234-5867. I will make the payments on the dates and in the amounts shown in the Payment Schedule. I understand that you may seek payment from only me without first looking to any other Borrower.

**Optional Credit Insurance:** Credit life insurance, credit disability insurance, and involuntary unemployment insurance is optional. I am not required to buy credit insurance to obtain credit. Credit insurance will not be provided unless I sign and agree to pay the extra cost.

**Property Insurance:** I must keep the collateral insured against damage or loss in the amount I owe. I may obtain property insurance from anyone I want or provide proof of insurance I already have. The insurer must be authorized to do business in Texas.

I agree to give you proof of property insurance. I must name you as the person to be paid under the policy in the event of damage or loss. If I obtain the insurance through you, I will pay the premium shown below. If I fail to meet any of these requirements, you may obtain collateral protection insurance at my expense. If you obtain collateral protection insurance, you will mail notice to my last known address.

**Personal Property Insurance:** I choose to:  Purchase personal property insurance from you.  Supply my own insurance coverage.

Designated by: D. P. M. AD836A75443409  
 Borrower's Signature: \_\_\_\_\_ Date: 10/17/2016  
 Co-Borrower's Signature: \_\_\_\_\_ Date: 10/17/2016

Term: 36 months  
 Term: 36 months  
 Term: 36 months

**ITEMIZATION OF THE AMOUNT FINANCED**

1. Amount Financed: (2+3+4+5)	\$ 4960.38
2. Amount Given to Me Directly	\$
3. Amount Paid to Conn Appliances, Inc. on My Behalf	\$ 4004.93
4. Amount Paid on Prior Account (Gross Previous Indebtedness) Contract	\$ .00
5. Amount Paid to Others on My Behalf (A+B+C+D+E+F+G)	\$ 955.45
(You may retain a portion of this amount.)	
A. Credit Life Insurance Paid to Insurance Company	\$ NONE
B. Credit Disability Insurance Paid to Insurance Company	\$ NONE
C. Credit Involuntary Unemployment Insurance Paid to Insurance Company	\$ NONE
D. Property Insurance Paid to Insurance Company	\$ 625.05
E. Fees Paid to Public Officials	\$
F. Non-Filing Insurance Paid to Insurance Company	\$
G. Other Charges (I+II+III)	\$ 330.40
I. Paid to: Government	\$ 330.40
For: Sales Tax	\$
ii. Paid to: _____	\$
For: _____	\$
iii. Paid to: _____	\$
For: Administrative Fee)	\$ 100.00

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CUSTOMER COPY

05  
[Signature]

TO CONTACT CONN'S CUSTOMER SERVICE HELPLINE CALL 1-877-358-1252

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HC#4819/6/501-6120# 1

**Service and Collection Contacts:** You may try to contact me at any mailing address, e-mail address, or phone number I give you, as the law allows. You may try to contact me in writing (including mail, e-mail, and SMS text messages) and by phone (including the use of Com's if any telephone number I have given you is (i) surrendered by me, or (ii) changed by me. I am the subscriber and/or customary user of any telephone number(s) I give you or your affiliates acting on your behalf. The calls may be for informational, debt collection, or any other business purpose. I can revoke my consent to receive calls at any cell phone number I give you at any time. You did not condition my consent to receive calls on my purchase of goods or services from Conn Appliances, Inc.

**ELECTRONIC CHECK CONVERSION:** When I provide a check as payment, I authorize you either to use information from my check to make a one-time electronic fund transfer from my account or to process as a check transaction.

**FURNISHING OF CREDIT INFORMATION:** In this notice, "we" refers to the Lender, "You" refers to Borrower. We may report information about your account to credit bureaus, late payments, missed payments, or other defaults on your account may be reflected in your credit report.

**Applicable Law:** Federal law and Texas law apply to this Note. Except as provided in the Arbitration Clause below, if any part of this Note is declared invalid, the rest of the Note remains valid.

**Notice:** You can mail any notice to me at my last address in your records. Your duty to give me notice will be satisfied when you mail it. I can send notice to you at your address above.

**Exchange Policy:** I agree that the property purchased may be returned or exchanged per Seller's published Return & Exchange Policy from time to time in effect, including payment of any applicable restocking fee. If a return results in cancellation of this Note, and I am due a refund, you may pay part of the refund to Seller to cover any restocking fee that I do not pay at the time the Property is returned. You will pay me any remaining refund. I am liable to Seller for any restocking fee if the fee is not fully paid by any refund.

**Collateral Costs:** If this debt is referred to an attorney for collection, I will pay any attorney fees set by the court plus court costs.

**Repossession:** If there is a default, you can take the collateral. You will only do this lawfully and without a breach of the peace. If you take other action allowed by law. You will send me notice at least 10 days before you sell it. My right to get the collateral back ends when you sell it. You can use the money you get from selling it to pay amounts the law allows and to reduce the amount I owe. If any money is left, you will pay it to me. If the money from the sale is not enough to pay all I owe, I must pay the rest of what I owe you plus interest.

**Cancelled Insurance and Repair Service Agreement:** I may cancel any optional insurance policy or repair service agreement at any time. If I default on this Note and you demand I pay all that I owe, you may cancel any insurance policies or repair service agreements for which I was charged in this Note. If you get a refund from cancelled insurance or repair service agreements, you will subtract it from what I owe. Once all amounts owed under this Note are paid, any remaining refunds will be paid to me.

**Default:** I will be in default if:  
• I do not timely make a payment;  
• I break any promise I made in this Note;  
• I allow a judgment to be entered against me on the collateral;  
• I sell, lease, or dispose of the collateral;  
• I use the collateral for an illegal purpose; or  
• You believe in good faith that I am not going to keep any of my promises.

If I am in default, you may require me to repay the entire unpaid part of the Amount Financed, any unpaid returned payment fees, and any accrued interest at once. You do not have to give me notice that you are demanding or intend to demand immediate payment of all that I owe. If you do not enforce your rights every time, you can still enforce them later.

**Security Agreement:** I give you a security interest in the collateral described on the first page. The collateral includes all improvements and attachments to the collateral, insurance refunds, and proceeds. I own the collateral. I will not sell or transfer it without your written permission. I will not allow anyone else to have an interest in the collateral except you. I will keep the collateral at my address shown above. I will promptly tell you in writing if I change my address. I won't permanently remove the collateral from Texas unless you give me written permission. I will timely pay all taxes and license fees on the collateral. I will keep it in good repair. I won't use the collateral illegally.

You maintain a purchase money security interest ("PMSI") in each of the goods identified as collateral and in each item of goods described under any prior agreement(s) described on the first page of this Note, (collectively, the "Property"). You will have the PMSI until the loan price of the Property is paid in full. You will allocate each payment on this Note to all the Property in the same ratio that the original cash sales price of each item bears to the total cash sales price of all items. However, if the Property includes property obtained under a prior agreement and the payments due under this Note are greater than the payments due under the prior agreement, you may allocate to the prior agreement an amount from each payment equal to a payment due under the prior agreement. The remainder of each payment is allocated to this Note. The payments will be applied to the applicable Property in the ratio above.

Invoice No.: 112-030145491/001



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TO CONTACT CONN'S CUSTOMER SERVICE HELPDISK CALL 1-877-358-1252

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HC#4819-6591-6120v.1

**ASSIGNMENT: FOR VALUE RECEIVED**, the Lender hereby sells, assigns and transfers to Conn Credit I, LP a Texas Limited Partnership ("Assignee") (a) all of its rights, title and interest in and to this Note, (b) all of its right, title and interest in and to the indebtedness evidenced hereby or payable hereunder, and (c) all of its right, title and interest in and to all security interests provided herein, including all of its right, title and interest in and to the Property, together with all monies now and hereafter due and to become due thereon. Lender has retained all servicing responsibilities. Unless Lender, Assignee, or Bank notifies Borrower otherwise, all payments under this Note must be made to Lender.

**SOLD, ASSIGNED, AND TRANSFERRED TO**  
**CONN CREDIT I, LP by CONN CREDIT CORPORATION, INC.**

Authorized Signature of Conn Credit Corporation, Inc.  
 3295 College Street  
 Beaumont, Texas 77701

I received a summary of the contract in Spanish / Recibi un resumen del contrato en español

AD830M7543A09  
D. P.  
Age D.o.B SSN  
55 12/07/60 XXX-XX-8542

10/17/2016 | 16:49 PM CDT

I agree to the terms of this Note. I received a completed copy on \_\_\_\_\_

This written loan agreement is the final agreement between you and me and may not be changed by prior, current, or future oral agreements between you and me. There are no oral agreements between you and me relating to this loan agreement. Any change to this agreement must be in writing. Both you and I have to sign written agreements.

**ARBITRATION CLAUSE ("Clause"):** In this Clause, "you" and "your" include Lender's affiliates employees, officers, directors, agents, servicers, or assigns.

A "Claim" is any claim, dispute or controversy that arises from or relates to this Note, the Property purchased or financed with the proceeds of this Note, this Note, this Clause or any other documents I sign or give you. A Claim includes but is not limited to: Claims about the enforcement or interpretation of any other part of this Note; Claims alleging fraud or misrepresentation; and any other Claims under common law, equity, or concerning federal, state, or local law or regulation. You or I may elect to resolve any Claim exclusively by binding individual arbitration. One arbitrator will hear the Claim. The arbitrator must be an attorney, retired judge, or arbitrator experienced in consumer finance and debt collection. The arbitrator will conduct the arbitration per the American Arbitration Association ("AAA"), rules. I may choose another arbitration association and its rules, if you consent. The arbitrator must apply this Clause and the rules of the selected arbitration association.

ANY ARBITRATION MUST BE ON AN INDIVIDUAL BASIS ONLY. I WAIVE MY RIGHT TO BE A CLASS REPRESENTATIVE OR CLASS MEMBER FOR ANY CLAIM AGAINST YOU. I ALSO WAIVE ANY RIGHT TO CONSOLIDATE OR JOIN MY CLAIMS WITH ANY OTHER PERSON OR ENTITY'S CLAIMS. IF YOU SUE IN COURT TO COLLECT AMOUNTS I OWE, I MUST MAKE ANY COUNTERCLAIM ON AN INDIVIDUAL BASIS ONLY. I GIVE UP MY RIGHT TO PARTICIPATE IN A CLASS ACTION. THIS IS CALLED A "CLASS ACTION WAIVER."

Arbitration costs and fees will be split equally up to \$500 each, if the arbitration rules permit. You will advance all arbitrator's costs and fees above that amount. You will pay more if the chosen arbitration organization requires it. If you prevail, the arbitrator may require me to reimburse you for some of these amounts and attorney's fees, if the law permits. I will not pay costs and fees I would not have had to pay in a court action. The arbitrator may not award relief in a form or amount not allowed by law. Any arbitration hearing will take place near my residence.

The Federal Arbitration Act governs this Clause. Judgment on the award may be entered in any court with jurisdiction. This Clause and Class Action Waiver survives the termination, payoff, assignment or transfer of this Note. This Clause and Class Action Waiver is also binding on each party and their respective heirs, successors and assigns. If any part of this Clause other than the Class Action Waiver cannot be enforced, the rest will be enforced. If the Class Action Waiver cannot be enforced, the entire Clause will be unenforceable. Each party retains the right to seek relief in a small claims court for Claims within that court's jurisdiction. If you or I bring any counterclaim that exceeds the small claims court's jurisdiction, the entire Claim must be submitted to arbitration.

I MAY OPT OUT OF THIS CLAUSE. To do so, I must send you a notice that I opt out by registered mail. The notice must be postmarked within 14 days of the date of this Note. Such notice must be sent to the following address: Conn Credit Corporation, Inc., 4055 Technology Forest Blvd, Suite 210, The Woodlands, TX 77381, Attention: Credit Compliance Officer.

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# EXHIBIT "C"



**ATR GLOBAL RESOURCES, LLC**

	MAY 2017	JUNE 2017	JULY 2017	AUGUST 2017	SEPTEMBER 2017	OCTOBER 2017	NOVEMBER 2017	DECEMBER 2017	JANUARY 2018	FEBRUARY 2018	MARCH 2018	APRIL 2018
<b>Income</b>												
Total	\$8,800.00	\$4,800.00	\$4,000.00	\$20,000.00	\$23,000.00	\$19,550.00	\$19,000.00	\$6,000.00	\$5,100.00	\$5,000.00	\$5,950.00	\$5,100.00
<b>Cost of Goods Sold</b>												
Total	\$3,000.00	\$2,500.00	\$1,500.00	\$3,000.00	\$2,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$2,000.00
<b>Gross Profit</b>												
Total	\$5,800.00	\$2,300.00	\$2,500.00	\$17,000.00	\$20,500.00	\$18,050.00	\$17,500.00	\$4,500.00	\$3,600.00	\$3,500.00	\$4,450.00	\$3,100.00
<b>Expenses</b>												
Advertising	\$100.00	\$20.00	\$20.00	\$100.00	\$20.00	\$20.00	\$20.00	\$100.00	\$20.00	\$20.00	\$20.00	\$20.00
Insurance	\$55.00	\$55.00	\$55.00	\$55.00	\$55.00	\$55.00	\$55.00	\$55.00	\$55.00	\$55.00	\$55.00	\$55.00
Office Supplies	\$50.00	\$200.00	\$50.00	\$50.00	\$50.00	\$200.00	\$50.00	\$50.00	\$50.00	\$200.00	\$50.00	\$50.00
Rent / Storage	\$308.00	\$308.00	\$308.00	\$308.00	\$308.00	\$308.00	\$308.00	\$308.00	\$308.00	\$308.00	\$308.00	\$308.00
Shipping	\$1,050.00	\$500.00	\$500.00	\$2,000.00	\$2,500.00	\$2,200.00	\$1,450.00	\$950.00	\$600.00	\$500.00	\$800.00	\$700.00
Phone Service	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00
Webstore maintenance	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00
eCommerce (Webstore)	\$42.00	\$42.00	\$42.00	\$42.00	\$42.00	\$42.00	\$42.00	\$42.00	\$42.00	\$42.00	\$42.00	\$42.00
Merchant Fees	\$350.00	\$160.00	\$160.00	\$610.00	\$770.00	\$900.00	\$450.00	\$290.00	\$160.00	\$170.00	\$240.00	\$200.00
Bank Fees	\$80.00	\$80.00	\$80.00	\$80.00	\$80.00	\$80.00	\$80.00	\$80.00	\$80.00	\$80.00	\$80.00	\$80.00
Accounting Software	\$43.00	\$43.00	\$43.00	\$43.00	\$43.00	\$43.00	\$43.00	\$43.00	\$43.00	\$43.00	\$43.00	\$43.00
Accounting Services	\$125.00	\$125.00	\$125.00	\$125.00	\$125.00	\$125.00	\$125.00	\$125.00	\$125.00	\$125.00	\$125.00	\$125.00
Legal												
Taxes												
Owner's Draw	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00
Trade Shows	\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00
Unsecured Claims - Class 3	\$250.00											
Lift Fund - Class 1B	\$259.29	\$259.29	\$259.29	\$259.29	\$259.29	\$259.29	\$259.29	\$259.29	\$259.29	\$259.29	\$259.29	\$259.29
JJ MOTIFF - Class 1C	\$1,796.87	\$1,796.87	\$1,796.87	\$1,796.87	\$1,796.87	\$1,796.87	\$1,796.87	\$1,796.87	\$1,796.87	\$1,796.87	\$1,796.87	\$1,796.87
Unsecured Claims - Class 4	\$0.00	\$0.00	\$300.00	\$0.00	\$0.00	\$300.00	\$0.00	\$0.00	\$300.00	\$0.00	\$0.00	\$300.00
Total	\$8,309.16	\$6,189.16	\$7,539.16	\$9,269.16	\$9,849.16	\$10,129.16	\$7,279.16	\$6,699.16	\$6,439.16	\$7,399.16	\$7,619.16	\$7,779.16
<b>Net Profit</b>												
Total	(\$2,509.16)	(\$3,889.16)	(\$5,039.16)	\$7,730.84	\$10,650.84	\$7,920.84	\$10,220.84	(\$2,199.16)	(\$2,839.16)	(\$3,899.16)	(\$3,169.16)	(\$4,679.16)
<b>Annual Profit / Loss</b>												
Total												\$8,300.08

**ATR GLOBAL RESOURCES, LLC**

	MAY 2018	JUNE 2018	JULY 2018	AUGUST 2017	SEPTEMBER 2017	OCTOBER 2018	NOVEMBER 2018	DECEMBER 2018	JANUARY 2019	FEBRUARY 2019	MARCH 2019	APRIL 2019
<b>Income</b>												
Total	\$9,000.00	\$5,000.00	\$4,800.00	\$20,000.00	\$23,000.00	\$19,000.00	\$19,000.00	\$6,000.00	\$5,300.00	\$5,200.00	\$6,200.00	\$5,300.00
<b>Cost of Goods Sold</b>												
Total	\$3,000.00	\$2,500.00	\$1,500.00	\$3,000.00	\$2,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$2,000.00
<b>Gross Profit</b>												
Total	\$6,000.00	\$2,500.00	\$3,300.00	\$17,000.00	\$20,500.00	\$17,500.00	\$17,500.00	\$4,500.00	\$3,800.00	\$3,700.00	\$4,700.00	\$3,300.00
<b>Expenses</b>												
Advertising	\$100.00	\$20.00	\$20.00	\$100.00	\$20.00	\$20.00	\$20.00	\$100.00	\$20.00	\$20.00	\$20.00	\$20.00
Insurance	\$55.00	\$55.00	\$55.00	\$55.00	\$55.00	\$55.00	\$55.00	\$55.00	\$55.00	\$55.00	\$55.00	\$55.00
Office Supplies	\$50.00	\$200.00	\$50.00	\$50.00	\$50.00	\$200.00	\$50.00	\$50.00	\$50.00	\$200.00	\$50.00	\$50.00
Rent / Storage	\$308.00	\$308.00	\$308.00	\$308.00	\$308.00	\$308.00	\$308.00	\$308.00	\$308.00	\$308.00	\$308.00	\$308.00
Shipping	\$1,050.00	\$500.00	\$500.00	\$2,000.00	\$2,500.00	\$2,200.00	\$1,450.00	\$950.00	\$600.00	\$500.00	\$800.00	\$700.00
Phone Service	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00
Webstore maintenance	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00
eCommerce (Webstore)	\$42.00	\$42.00	\$42.00	\$42.00	\$42.00	\$42.00	\$42.00	\$42.00	\$42.00	\$42.00	\$42.00	\$42.00
Merchant Fees	\$350.00	\$160.00	\$160.00	\$610.00	\$770.00	\$900.00	\$450.00	\$290.00	\$160.00	\$170.00	\$240.00	\$200.00
Bank Fees	\$80.00	\$80.00	\$80.00	\$80.00	\$80.00	\$80.00	\$80.00	\$80.00	\$80.00	\$80.00	\$80.00	\$80.00
Accounting Software	\$43.00	\$43.00	\$43.00	\$43.00	\$43.00	\$43.00	\$43.00	\$43.00	\$43.00	\$43.00	\$43.00	\$43.00
Accounting Services	\$125.00	\$125.00	\$125.00	\$125.00	\$125.00	\$125.00	\$125.00	\$125.00	\$125.00	\$125.00	\$125.00	\$125.00
Legal												
Taxes												
Owner's Draw	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00
Trade Shows	\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00
Lift Fund - Class 1B	\$259.29	\$259.29	\$259.29	\$259.29	\$259.29	\$259.29	\$259.29	\$259.29	\$259.29	\$259.29	\$259.29	\$259.29
JJ MOTIFF - Class 1C	\$1,796.87	\$1,796.87	\$1,796.87	\$1,796.87	\$1,796.87	\$1,796.87	\$1,796.87	\$1,796.87	\$1,796.87	\$1,796.87	\$1,796.87	\$1,796.87
Unsecured Claims - Class 4	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total	\$8,559.16	\$6,689.16	\$8,339.16	\$9,769.16	\$10,349.16	\$10,929.16	\$7,779.16	\$7,199.16	\$7,239.16	\$7,899.16	\$8,119.16	\$8,579.16
<b>Net Profit</b>												
Total	(\$2,559.16)	(\$4,189.16)	(\$5,039.16)	\$7,230.84	\$10,150.84	\$6,570.84	\$9,720.84	(\$2,699.16)	(\$3,439.16)	(\$4,199.16)	(\$3,419.16)	(\$5,279.16)
<b>Annual Profit / Loss</b>												
Total												\$2,850.08

**ATR GLOBAL RESOURCES, LLC**

	MAY 2019	JUNE 2019	JULY 2019	AUGUST 2019	SEPTEMBER 2019	OCTOBER 2019	NOVEMBER 2019	DECEMBER 2019	JANUARY 2020	FEBRUARY 2020	MARCH 2020	APRIL 2020
<b>Income</b>												
Total	\$9,000.00	\$7,000.00	\$6,000.00	\$21,500.00	\$23,000.00	\$20,000.00	\$20,000.00	\$6,500.00	\$6,000.00	\$5,000.00	\$7,500.00	\$6,200.00
<b>Cost of Goods Sold</b>												
Total	\$3,000.00	\$2,500.00	\$1,500.00	\$3,000.00	\$2,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$2,000.00
<b>Gross Profit</b>												
Total	\$6,000.00	\$4,500.00	\$4,500.00	\$18,500.00	\$20,500.00	\$18,500.00	\$18,500.00	\$5,000.00	\$4,500.00	\$3,500.00	\$6,000.00	\$4,200.00
<b>Expenses</b>												
Advertising	\$100.00	\$20.00	\$20.00	\$100.00	\$20.00	\$20.00	\$20.00	\$100.00	\$20.00	\$20.00	\$20.00	\$20.00
Insurance	\$55.00	\$55.00	\$55.00	\$55.00	\$55.00	\$55.00	\$55.00	\$55.00	\$55.00	\$55.00	\$55.00	\$55.00
Office Supplies	\$50.00	\$200.00	\$50.00	\$50.00	\$50.00	\$200.00	\$50.00	\$50.00	\$50.00	\$200.00	\$50.00	\$50.00
Rent / Storage	\$308.00	\$308.00	\$308.00	\$308.00	\$308.00	\$308.00	\$308.00	\$308.00	\$308.00	\$308.00	\$308.00	\$308.00
Shipping	\$1,050.00	\$500.00	\$500.00	\$2,000.00	\$2,500.00	\$2,200.00	\$1,450.00	\$950.00	\$600.00	\$500.00	\$800.00	\$700.00
Phone Service	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00
Webstore maintenance	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00
eCommerce (Webstore)	\$42.00	\$42.00	\$42.00	\$42.00	\$42.00	\$42.00	\$42.00	\$42.00	\$42.00	\$42.00	\$42.00	\$42.00
Merchant Fees	\$350.00	\$160.00	\$160.00	\$610.00	\$770.00	\$900.00	\$450.00	\$290.00	\$160.00	\$170.00	\$240.00	\$200.00
Bank Fees	\$80.00	\$80.00	\$80.00	\$80.00	\$80.00	\$80.00	\$80.00	\$80.00	\$80.00	\$80.00	\$80.00	\$80.00
Accounting Software	\$43.00	\$43.00	\$43.00	\$43.00	\$43.00	\$43.00	\$43.00	\$43.00	\$43.00	\$43.00	\$43.00	\$43.00
Accounting Services	\$125.00	\$125.00	\$125.00	\$125.00	\$125.00	\$125.00	\$125.00	\$125.00	\$125.00	\$125.00	\$125.00	\$125.00
Legal												
Taxes												
Owner's Draw	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00
Trade Shows	\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00	\$2,400.00	\$2,400.00	\$2,400.00	\$2,400.00	\$2,400.00	\$1,200.00	\$1,200.00	\$1,200.00
Lift Fund - Class 1B	\$259.29	\$259.29	\$259.29	\$259.29	\$259.29	\$259.29	\$259.29	\$259.29	\$259.29	\$259.29	\$259.29	\$259.29
JJ MOTIFF - Class 1C	\$1,796.87	\$1,796.87	\$1,796.87	\$1,796.87	\$1,796.87	\$1,796.87	\$1,796.87	\$1,796.87	\$1,796.87	\$1,796.87	\$1,796.87	\$1,796.87
Unsecured Claims - Class 4	\$0.00	\$0.00	\$785.00	\$0.00	\$0.00	\$785.00	\$0.00	\$0.00	\$785.00	\$0.00	\$0.00	\$785.00
Total	\$8,559.16	\$6,689.16	\$8,524.16	\$9,769.16	\$11,549.16	\$12,314.16	\$10,179.16	\$7,199.16	\$7,424.16	\$7,899.16	\$8,119.16	\$8,764.16
<b>Net Profit</b>												
Total	(\$2,559.16)	(\$2,189.16)	(\$4,024.16)	\$8,730.84	\$8,950.84	\$6,185.84	\$8,320.84	(\$2,199.16)	(\$2,924.16)	(\$4,399.16)	(\$2,119.16)	(\$4,564.16)
<b>Annual Profit / Loss</b>												
Total												\$7,210.08

**ATR GLOBAL RESOURCES, LLC**

	MAY 2020	JUNE 2020	JULY 2020	AUGUST 2020	SEPTEMBER 2020	OCTOBER 2020	NOVEMBER 2020	DECEMBER 2020	JANUARY 2021	FEBRUARY 2021	MARCH 2021	APRIL 2021
<b>Income</b>												
Total	\$9,000.00	\$9,500.00	\$6,000.00	\$23,500.00	\$25,000.00	\$20,000.00	\$20,000.00	\$6,900.00	\$8,000.00	\$6,000.00	\$7,500.00	\$6,000.00
<b>Cost of Goods Sold</b>												
Total	\$3,000.00	\$2,500.00	\$1,500.00	\$3,000.00	\$2,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$2,000.00
<b>Gross Profit</b>												
Total	\$6,000.00	\$7,000.00	\$4,500.00	\$20,500.00	\$22,500.00	\$18,500.00	\$18,500.00	\$5,400.00	\$6,500.00	\$4,500.00	\$6,000.00	\$4,000.00
<b>Expenses</b>												
Advertising	\$100.00	\$20.00	\$20.00	\$100.00	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00
Insurance	\$55.00	\$55.00	\$55.00	\$55.00	\$55.00	\$55.00	\$55.00	\$55.00	\$55.00	\$55.00	\$55.00	\$55.00
Office Supplies	\$50.00	\$200.00	\$50.00	\$50.00	\$50.00	\$200.00	\$50.00	\$50.00	\$50.00	\$200.00	\$50.00	\$50.00
Rent / Storage	\$308.00	\$308.00	\$308.00	\$308.00	\$308.00	\$308.00	\$308.00	\$308.00	\$308.00	\$308.00	\$308.00	\$308.00
Shipping	\$1,050.00	\$500.00	\$500.00	\$2,000.00	\$2,500.00	\$2,200.00	\$1,450.00	\$950.00	\$600.00	\$500.00	\$800.00	\$700.00
Phone Service	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00
Webstore maintenance	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00
eCommerce (Webstore)	\$42.00	\$42.00	\$42.00	\$42.00	\$42.00	\$42.00	\$42.00	\$42.00	\$42.00	\$42.00	\$42.00	\$42.00
Merchant Fees	\$350.00	\$160.00	\$160.00	\$610.00	\$770.00	\$900.00	\$450.00	\$290.00	\$160.00	\$170.00	\$240.00	\$200.00
Bank Fees	\$80.00	\$80.00	\$80.00	\$80.00	\$80.00	\$80.00	\$80.00	\$80.00	\$80.00	\$80.00	\$80.00	\$80.00
Accounting Software	\$43.00	\$43.00	\$43.00	\$43.00	\$43.00	\$43.00	\$43.00	\$43.00	\$43.00	\$43.00	\$43.00	\$43.00
Accounting Services	\$125.00	\$125.00	\$125.00	\$125.00	\$125.00	\$125.00	\$125.00	\$125.00	\$125.00	\$125.00	\$125.00	\$125.00
Legal												
Taxes												
Owner's Draw	\$3,500.00	\$3,500.00	\$3,500.00	\$3,500.00	\$3,500.00	\$3,500.00	\$3,500.00	\$3,500.00	\$3,500.00	\$3,500.00	\$3,500.00	\$3,500.00
Trade Shows												
Lift Fund - Class 1B	\$259.29	\$259.29	\$259.29	\$259.29	\$259.29	\$259.29	\$259.29	\$259.29	\$259.29	\$259.29	\$259.29	\$259.29
JJ MOTIFF - Class 1C	\$1,796.87	\$1,796.87	\$1,796.87	\$1,796.87	\$1,796.87	\$1,796.87	\$1,796.87	\$1,796.87	\$1,796.87	\$1,796.87	\$1,796.87	\$1,796.87
Unsecured Claims - Class 4	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$785.00	\$0.00	\$0.00	\$785.00
Total	\$7,859.16	\$7,189.16	\$9,024.16	\$12,669.16	\$13,249.16	\$14,014.16	\$11,879.16	\$7,619.16	\$7,924.16	\$8,399.16	\$8,619.16	\$9,264.16
<b>Net Profit</b>												
Total	(\$1,859.16)	(\$189.16)	(\$4,524.16)	\$7,830.84	\$9,250.84	\$4,485.84	\$6,620.84	(\$2,219.16)	(\$1,424.16)	(\$3,899.16)	(\$2,619.16)	(\$5,264.16)
<b>Annual Profit / Loss</b>												
Total												\$6,190.08

**ATR GLOBAL RESOURCES, LLC**

	MAY 2021	JUNE 2021	JULY 2021	AUGUST 2021	SEPTEMBER 2021	OCTOBER 2021	NOVEMBER 2021	DECEMBER 2021	JANUARY 2022	FEBRUARY 2022	MARCH 2022	APRIL 2022
<b>Income</b>												
Total	\$10,000.00	\$10,100.00	\$8,000.00	\$24,500.00	\$23,100.00	\$20,000.00	\$20,000.00	\$7,200.00	\$8,400.00	\$6,000.00	\$8,000.00	\$7,500.00
<b>Cost of Goods Sold</b>												
Total	\$3,000.00	\$2,500.00	\$1,500.00	\$3,000.00	\$2,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$2,000.00
<b>Gross Profit</b>												
Total	\$7,000.00	\$7,600.00	\$6,500.00	\$21,500.00	\$20,600.00	\$18,500.00	\$18,500.00	\$5,700.00	\$6,900.00	\$4,500.00	\$6,500.00	\$5,500.00
<b>Expenses</b>												
Advertising	\$100.00	\$20.00	\$20.00	\$100.00	\$20.00	\$20.00	\$20.00	\$100.00	\$20.00	\$20.00	\$20.00	\$100.00
Insurance	\$55.00	\$55.00	\$55.00	\$55.00	\$55.00	\$55.00	\$55.00	\$55.00	\$55.00	\$55.00	\$55.00	\$55.00
Office Supplies	\$50.00	\$200.00	\$50.00	\$50.00	\$50.00	\$200.00	\$50.00	\$50.00	\$50.00	\$200.00	\$50.00	\$50.00
Rent / Storage	\$308.00	\$308.00	\$308.00	\$308.00	\$308.00	\$308.00	\$308.00	\$308.00	\$308.00	\$308.00	\$308.00	\$308.00
Shipping	\$1,050.00	\$500.00	\$500.00	\$2,000.00	\$2,500.00	\$2,200.00	\$1,450.00	\$950.00	\$600.00	\$500.00	\$800.00	\$700.00
Phone Service	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00
Webstore maintenance	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00
eCommerce (Webstore)	\$42.00	\$42.00	\$42.00	\$42.00	\$42.00	\$42.00	\$42.00	\$42.00	\$42.00	\$42.00	\$42.00	\$42.00
Merchant Fees	\$350.00	\$160.00	\$160.00	\$610.00	\$770.00	\$900.00	\$450.00	\$290.00	\$160.00	\$170.00	\$240.00	\$200.00
Bank Fees	\$80.00	\$80.00	\$80.00	\$80.00	\$80.00	\$80.00	\$80.00	\$80.00	\$80.00	\$80.00	\$80.00	\$80.00
Accounting Software	\$43.00	\$43.00	\$43.00	\$43.00	\$43.00	\$43.00	\$43.00	\$43.00	\$43.00	\$43.00	\$43.00	\$43.00
Accounting Services	\$125.00	\$125.00	\$125.00	\$125.00	\$125.00	\$125.00	\$125.00	\$125.00	\$125.00	\$125.00	\$125.00	\$125.00
Legal												
Taxes												
Owner's Draw	\$3,500.00	\$3,500.00	\$3,500.00	\$3,500.00	\$3,500.00	\$3,500.00	\$3,500.00	\$3,500.00	\$3,500.00	\$3,500.00	\$3,500.00	\$3,500.00
Trade Shows		\$1,200.00	\$1,200.00	\$3,600.00	\$3,600.00	\$3,600.00	\$3,600.00		\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00
Lift Fund - Class 1B	\$259.29	\$259.29	\$259.29	\$259.29	\$259.29	\$259.29	\$259.29	\$259.29	\$259.29	\$259.29	\$259.29	\$259.36
JJ MOTIFF - Class 1C	\$1,796.87	\$1,796.87	\$1,796.87	\$1,796.87	\$1,796.87	\$1,796.87	\$1,796.87	\$1,796.87	\$1,796.87	\$1,796.87	\$1,796.87	\$1,796.82
Unsecured Claims - Class 4	\$0.00	\$0.00	\$785.00	\$0.00	\$0.00	\$785.00	\$0.00	\$0.00	\$785.00	\$0.00	\$0.00	\$785.00
Total	\$7,859.16	\$7,189.16	\$9,024.16	\$12,669.16	\$13,249.16	\$14,014.16	\$11,879.16	\$7,699.16	\$7,924.16	\$8,399.16	\$8,619.16	\$9,344.18
<b>Net Profit</b>												
Total	(\$859.16)	\$410.84	(\$2,524.16)	\$8,830.84	\$7,350.84	\$4,485.84	\$6,620.84	(\$1,999.16)	(\$1,024.16)	(\$3,899.16)	(\$2,119.16)	(\$3,844.18)
<b>Annual Profit / Loss</b>												
												\$11,430.06