

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

In re:

EAC ENTERPRISE, LLC.

Debtor.

§

§ **Case No. 17-41276**

§

§

§ **Chapter 11**

§

§ **(Jointly Administered)**

JOINT DISCLOSURE STATEMENT

EAC Enterprise, LLC (“EAC”) and **EATGATOR, LLC** (“GATOR”) (collectively referred to as “Debtor”)¹ propose the following Disclosure Statement distributed contemporaneously with the Joint Plan of Reorganization, attached hereto as **Exhibit A**, to discuss the Debtor’s history, business, property, results of operations, projection for future operations, risk factors, a summary and analysis of the Plan, and certain other related matters.

**ARTICLE I
INTRODUCTION**

Identity of the Debtor

On June 14, 2017 (“EAC Petition Date”), EAC Enterprises, LLC filed its voluntary petition for relief under chapter 11 of title 11 of the United States Code, 11 U.S.C. §101 *et seq.* (the “Bankruptcy Code”) and on June 16, 2017 (“GATOR Petition Date”), EATGATOR, LLC filed its voluntary petition for relief under chapter 11 of title 11 of the Bankruptcy Code, initiating the above-styled bankruptcy cases. EAC and GATOR (collectively referred to as the “Debtor”) intend to operate as debtor-in-possession pursuant to 11 U.S.C. Sections 1107 and 1108.

The Court granted an order to consolidate the cases administratively on July 18, 2017. [Dkt.#14]. The Plan anticipates the substantive consolidation of both estates. An analysis of the claims of both estates is attached hereto as **Exhibit D**.

^TThe Plan anticipates substantive consolidation of the two debtor entities. Consequently, the word, Debtor, subsumes both entities. However, when referring to the discrete and separate entities in a collective way, the Plan and the Disclosure Statement will employ the phrase, “individual debtors,” to mean EAC and Gator.

Purpose of This Disclosure; Source of Information

1.1 Debtor submits this Joint Disclosure Statement pursuant to Section 1125 of the Code to all known Claimants of Debtor for the purpose of disclosing that information which the Court has determined is material, important, and necessary for Creditors of, and the Members of, the individual debtors in order to arrive at an intelligent, reasonably informed decision in exercising the right to vote for acceptance or rejection of the Debtor's Plan. A copy of the Plan is attached hereto as **Exhibit A** and incorporated herein by this reference. The Plan sets forth in detail the repayment arrangement between the Debtor and its creditors. This Disclosure Statement describes the operations of the consolidated Debtor contemplated under the Plan. Any accounting information contained herein has been provided by the Debtor or the Debtor's accountants.

Explanation of Chapter 11

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

Explanation of the Process of Confirmation

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

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

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

1.6 Confirmation of the plan discharges the Debtor from all of their pre-confirmation debts and liabilities except as expressly provided for in the plan and Section 1141(d) of the Code. Confirmation makes the plan binding upon the Debtor and all claimants, equity interest holders and other parties-in-interest, regardless of whether they have accepted the plan.

1.7 The Plan is discharging any claims of any party including claims that may have existed or exist as of the time the case is discharged.

Voting Procedures

1.8 Unimpaired Class. Claimants in Class 6 are not impaired under the Plan. Such Classes, therefore, are deemed to have accepted the Plan.

1.9 Impaired Classes. The remaining Claimants in Classes 1, 2, 3, 4, and 5 are impaired as defined by Section 1124 of the Code. The Debtor is seeking the acceptance of the Plan by Claimants in all of the impaired classes. Each holder of an Allowed Claim in the impaired Classes may vote on the Plan by completing, dating and signing the ballot sent to each holder and filing the ballot as set forth below. One ballot will be sent to each Claimant eligible to vote on the Plan. For all Classes, the ballot must be returned to Debtor's attorney, Keith W. Harvey, 6510 Abrams Road, Suite 280, Dallas, Texas 75231. In order to be counted, ballots must be **RECEIVED** no later than at the time and on the date stated on the ballot.

1.10 Acceptances. Ballots that are signed and returned but fail to indicate either an acceptance or rejection will not be counted.

Best Interests of Creditors Test

1.11 Section 1129(a)(7) of the Code requires that each impaired class of claims or interests accept the Plan or receive or retain under the Plan on account of such claim or interest, property of a value as of the Effective Date of the Plan, that is not less than the amount that such holder would so receive or retain if the Debtor were liquidated under Chapter 7 of the Bankruptcy Code. If Section 1111(b)(2) of the Code applies to the claims of such class, each holder of a claim of such class will receive or retain under the Plan, on account of such claim, property of a value, as of the Effective Date of the Plan, that is not less than the value of such holder's interest in the estate's interest in the property that secures such claims. In order for the Plan to be confirmed, the Court must determine that the Plan is in the best interests of the Debtor's creditors. Accordingly, the proposed plan must provide the Debtor's creditors with more than they would receive in Chapter 7 liquidation. As the analysis in **Exhibit G** shows, Debtor believes that the creditors are receiving more than they would receive in Chapter 7 liquidation. Accordingly, the Plan satisfies the requirements of Section 1129(a)(7).

Cramdown

1.12 The Court may confirm the Plan even though less than all of the classes of claims and interests accept it. The requirements for confirmation of a plan over the objection of one or more classes of claims or interests are set forth in Section 1129(b) of the Code. Accordingly, the Debtor, as the plan proponent, requests the Court determine that the Plan does not discriminate unfairly, and is fair and equitable with respect to any objecting creditor. A discussion of the specific requirements for cramdown of a Plan is set forth below.

Definition of Impairment

1.13 As set forth in section 1124 of the Bankruptcy Code, a class of claims or equity interests is impaired under a plan of reorganization unless, with respect to each claim or equity interest of such class, the plan:

(1) leaves unaltered the legal, equitable, and contractual rights of the holder of such claim or equity interest; or

(2) notwithstanding any contractual provision or applicable law that entitles the holder of a claim or equity interest to demand or receive accelerated payment of such claim or equity interest after the occurrence of a default:

(A) cures any such default that occurred before or after the commencement of the case under the Bankruptcy Code, other than a default of a kind specified in section 365(b)(2) of the Bankruptcy Code or of a kind that section 365 (b)(2) expressly does not require to be cured;

(B) reinstates the maturity of such claim or interest as it existed before such default;

(C) compensates the holder of such claim or interest for any damages incurred as a result of any reasonable reliance on such contractual provision or such applicable law; and

(D) if such claim or such interest arises from any failure to perform a nonmonetary obligation, other than a default arising from failure to operate a nonresidential real property lease subject to section 365 (b)(1)(A) of the Bankruptcy Code, compensates the holder of such claim or such interest (other than the Debtor or an insider) for any actual pecuniary loss incurred by such holder as a result of such failure; and

(E) does not otherwise alter the legal, equitable or contractual rights to which such claim or interest entitles the holder of such claim or interest.

Classification and Treatment of Claims and Interests

1.14 The Plan classifies Claims separately in accordance with the Bankruptcy Code and provides different treatment for different classes of Claims.

1.15 Only holders of Allowed Claims are entitled to receive distributions under the Plan. Allowed Claims are Claims that are not in dispute, are not contingent, are liquidated in amount, and are not subject to objection or estimation. Initial distributions or other transfers of Cash or other consideration specified in the Plan otherwise available to the holders of Allowed Claims will be made on (a) the Effective Date, or (b) the date on which such Claim becomes an Allowed Claim, as otherwise provided in the Plan, or as may be ordered by the Bankruptcy Court.

1.16 In accordance with the Plan, unless otherwise provided in the Plan or the Confirmation Order, the treatment of any Claim under the Plan will be in full satisfaction, settlement, release, and discharge of and in exchange for each and every Claim.

Requirements for Confirmation of the Plan

1.17 At the confirmation hearing, the Bankruptcy Court must determine whether the Bankruptcy Code's requirements for confirmation of the Plan have been satisfied, in which event the Bankruptcy Court will enter an order confirming the Plan. As set forth in section 1129 of the Bankruptcy Code, these requirements are as follows:

- (1) The plan complies with the applicable provisions of the Bankruptcy Code.
- (2) The proponents of the plan comply with the applicable provisions of the Bankruptcy Code.
- (3) The plan has been proposed in good faith and not by any means forbidden by law.
- (4) Any payment made or promised by the Debtor, by the plan proponents, 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, has been approved by, or is subject to the approval of the Bankruptcy Court as reasonable.
- (5) The proponent of the plan has disclosed the identity and affiliations of any individual proposed to serve, after confirmation of the plan, as a director, officer, or voting trustee of the Debtor, an affiliate of the Debtor participating in a joint plan with the Debtor, or a successor to the Debtor under the plan; and the appointment to, or continuance in, such office of such individual, is consistent with the interests of creditors and equity security holders and with public policy; and
- (6) The proponent of the plan has disclosed the identity of any insider that will be employed or retained by the reorganized Debtor, and the nature of any compensation for such insider.
- (7) Any governmental regulatory commission with jurisdiction, after confirmation of the plan, over the rates of the Debtor has approved any rate change provided for in the plan,

or such rate change is expressly conditioned on such approval.

(8) With respect to each impaired class of claims or interests:

(A) each holder of a claim or interest of such class

(i) has accepted the plan or

(ii) will receive or retain under the plan on account of such claim or interest property of a value, as of the effective date of the plan, that is not less than the amount that such holder would so receive or retain if the Debtor were liquidated on such date under chapter 7 of the Bankruptcy Code on such date; or

(B) if section 1111(b)(2) of the Bankruptcy Code applies to the claims of such class, the holder of a claim of such class will receive or retain under the plan on account of such claim property of a value, as of the effective date of the plan, that is not less than the value of such holder's interest in the estate's interest in the property that secures such claims.

(9) With respect to each class of claims or interests:

(A) such class has accepted the plan; or

(B) such class is not impaired under the plan.

(10) Except to the extent that the holder of a particular claim has agreed to a different treatment of such claim, the plan provides that:

(A) with respect to a claim of a kind specified in section 507(a)(2) or 507(a)(3) of the Bankruptcy Code, on the effective date of the plan, the holder of such claim will receive on account of such claim cash equal to the allowed amount of such claim;

(B) with respect to a class of claims of a kind specified in section 507(a)(1), 507(a)(4), 507(a)(5), 507(a)(6), or 507(a)(7) of the Bankruptcy Code, each holder of a claim of such class will receive—

(i) if such class has accepted the plan, deferred cash payments of a value, as of the effective date of the plan, equal to the allowed amount of such claim; or

(ii) if such class has not accepted the plan, cash on the effective date of the plan equal to the allowed amount of such claim;

(C) with respect to a claim of a kind specified in section 507(a)(8) of the Bankruptcy Code, the holder of such claim will receive on account of such claim regular installment payments in cash—

(i) of a total value, as of the effective date of the plan, equal to the allowed amount of such claim;

(ii) over a period ending not later than 5 years after the date of the order for relief under section 301, 302, or 303 of the Bankruptcy Code; and

(iii) in a manner not less favorable than the most favored nonpriority unsecured claim provided for by the plan (other than cash payments made to a

class of creditors under section 1122 (b) of the Bankruptcy Code); and

(D) with respect to a secured claim which would otherwise meet the description of an unsecured claim of a governmental unit under section 507(a)(8), but for the secured status of that claim, the holder of that claim will receive on account of that claim, cash payments, in the same manner and over the same period, as prescribed in the previous subparagraph.

(11) If a class of claims is impaired under the plan, at least one class of claims that is impaired has accepted the plan, determined without including any acceptance of the plan by any insider holding a claim of such class.

(12) 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 under the plan, unless such liquidation or reorganization is proposed in the plan.

(13) All fees payable under 28 U.S.C. § 1930, as determined by the Bankruptcy Court at the hearing on confirmation of the plan, have been paid or the plan provides for the payments of all such fees on the effective date of the plan.

(14) The plan provides for the continuation after its effective date of payment of all retiree benefits, as that term is defined in section 1114 of the Bankruptcy Code, at the level established pursuant to subsection (e)(1)(B) or (g) of section 1114, at any time prior to confirmation of the plan, for the duration of the period the Debtor has obligated itself to provide such benefits.

(15) If the Debtor is required by a judicial or administrative order, or by statute, to pay a domestic support obligation, the Debtor has paid all amounts payable under such order or such statute for such obligation that first become payable after the date of the filing of the petition.

The Plan satisfies all the statutory requirements of chapter 11 of the Bankruptcy Code, complies with or will have complied with all the requirements of chapter 11, and is proposed in good faith.

At the Confirmation Hearing, the Bankruptcy Court will determine whether holders of Allowed Claims or Allowed Equity Interests would receive distributions under the Plan greater than or equal to what they would receive in a liquidation under chapter 7.

The Debtor believes that the feasibility requirement for confirmation of the Plan is satisfied by the fact that the future revenues and contributions will be sufficient to satisfy the obligations under the Plan. These facts and others demonstrating the confirmability of the Plan will be shown at the Confirmation Hearing.

1.18 “Fair and equitable” has different meanings with respect to the treatment of secured and unsecured claims. As set forth in section 1129(b)(2) of the Bankruptcy Code, those meanings are as follows:

With respect to a class of **secured claims**, the plan provides:

(1) that

(A) the holders of such claims retain the liens securing such claims, whether the property subject to such liens is retained by the Debtor or transferred to another entity, to the extent of the allowed amount of such claims; and

(B) each holder of a claim of such class receive on account of such claim deferred cash payments totaling at least the allowed amount of such claim, of a value, as of the effective date of the plan, of at least the value of such holder's interest in the estate's interest in such property;

(2) for the sale, subject to section 363(k) of the Bankruptcy Code, of any property that is subject to the liens securing such claims, free and clear of such liens, with such liens to attach to the proceeds of such sale, and the treatment of such liens on proceeds under clause (i) and (iii) of this subparagraph; or

(3) the realization by such holders of the "indubitable equivalent" of such claims.

With respect to a class of **unsecured claims**, the plan provides:

(1) that each holder of a claim of such class receive or retain on account of such claim property of a value, as of the effective date of the plan, equal to the allowed amount of such claim; or

(2) the holder of any claim or interest that is junior to the claims of such class will not receive or retain under the plan on account of such junior claim or interest any property, except that in a case in which the Debtor is an individual, the Debtor may retain property included in the estate under section 1115 subject to the requirements that (a) the value, as of effective date of the plan, of the property to be distributed under the plan on account of such claim is not less than the amount of such claim; or (b) the value of property to be distributed under the plan is not less than the projected disposable income of the Debtor (as defined in section 1325(b)(2)) to be received during the 5-year period beginning on the date that the first payment is due under the plan, or during the period for which the plan provides payments, whichever is longer.

With respect to a class of **interests**, the plan provides:

(1) that each holder of an interest of such class receive or retain on account of such interest property of a value, as of the effective date of the plan, equal to the greatest of the allowed amount of any fixed liquidation preference to which such holder is entitled, any fixed redemption price to which such holder is entitled or the value of such interest; or

(2) that the holder of any interest that is junior to the interests of such class will not receive or retain under the plan on account of such junior interest any property.

1.19 In the event that one or more classes of impaired Claims reject the Plan, the

Bankruptcy Court will determine at the Confirmation Hearing whether the Plan is fair and equitable with respect to, and does not discriminate unfairly against, any rejecting impaired class of Claims. The absolute priority rule requires that prior to the Debtor retaining or receiving any non-exempt property the senior classes of claims must be paid in full or vote to accept the Plan. This Plan provides a higher return to creditors with Allowed Claims than the estimated zero percentage return that would be achievable under a Chapter 7 liquidation.

The Plan does not discriminate unfairly against and is fair and equitable with respect to, each impaired class of Claims.

ARTICLE II

REPRESENTATIONS

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

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

2.3 No representations concerning the Debtor is authorized by the Debtor other than those set forth in this Disclosure. The Debtor recommends that any representation or inducement made to secure your acceptance or rejection of the Plan which is not contained in this Disclosure should not be relied upon by you in reaching your decision on how to vote on the Plan. Any representation or inducement made to you not contained herein should be reported to the attorneys for Debtor who shall deliver such information to the Court for such action as may be appropriate.

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

2.5 THE INFORMATION CONTAINED HEREIN HAS NOT BEEN SUBJECT TO A CERTIFIED AUDIT. FOR THE FOREGOING REASON, AS WELL AS BECAUSE OF THE IMPOSSIBILITY OF MAKING ASSUMPTIONS, ESTIMATES AND PROJECTIONS INTO THE FUTURE WITH ACCURACY, THE DEBTOR IS UNABLE TO WARRANT OR REPRESENT THAT THE INFORMATION CONTAINED HEREIN IS COMPLETELY

ACCURATE, ALTHOUGH EVERY REASONABLE EFFORT HAS BEEN MADE TO ENSURE THAT SUCH INFORMATION IS ACCURATE. THE APPROVAL BY THE COURT OF THIS DISCLOSURE DOES NOT CONSTITUTE AN ENDORSEMENT BY THE COURT OF THE PLAN OR GUARANTEE THE ACCURACY OR COMPLETENESS OF THE INFORMATION CONTAINED HEREIN.

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

2.7 DEBTOR DOES NOT WARRANT OR REPRESENT THAT THE INFORMATION CONTAINED HEREIN IS CORRECT, ALTHOUGH GREAT EFFORT HAS BEEN MADE TO BE ACCURATE. THE STATEMENTS CONTAINED IN THIS DISCLOSURE ARE MADE AS OF THE DATE HEREOF UNLESS ANOTHER TIME IS SPECIFIED HEREIN.

ARTICLE III

FINANCIAL PICTURE OF THE DEBTOR

Financial History and Background of the Debtor

The Debtor owns and operates a Cajun restaurant in Dallas, Texas. Prior to filing the case the Debtor suffered poor cash flow, as well as the possibility of litigation from creditors, and filed for reorganization to allow for repayment of creditors in full.

Future Income and Expenses Under the Plan

The Debtor's projections of plan payments are set forth on **Exhibit F** attached hereto and incorporated herein by this reference as if set forth in full for all purposes. Money to fund the Plan will come from the Debtor's continued business operations which is the management and ongoing business of its Cajun restaurant.

Future Management of the Debtor

The Plan contemplates the continued management and operation of the Debtor's business by the current management.

History of the Debtor

On September 12, 2015, Arthur Samuel Alexander Hood ("Hood") entered into that certain Purchase Agreement with Ivan Pugh ("Pugh") for 75% of EATGATOR LLC.

EATGATOR LLC dba Alligator Café is located at Casa Linda Plaza, 9540 Garland Road #362, Dallas, Texas 75218 and 2912 Elm Street, Dallas Texas 75226.

On April 4, 2016, Hood and Pugh entered into that certain Agreement to Reform Purchase Agreement, whereas the ownership interest in the entity should become 90% to Hood and 10% to Pugh.

In 2016, Hood and EAC Enterprise filed suit against Pugh for breach of agreement.

On September 7, 2016, EAC Enterprises, LLC filed a voluntary petition for relief under Chapter 11 with the U.S. Bankruptcy Court for the Eastern District of Texas, Case Number 16-41626 in this court.

On December 5, 2016, the U.S. Bankruptcy Court for the Eastern District of Texas, upon the Motion of the U.S. Trustee, entered an order dismissing Case No. 16-41626.

On December 6, 2017, EATGATOR, LLC filed a voluntary petition for relief under Chapter 11 the U.S. Bankruptcy Court for the Northern District of Texas, Dallas Division, Case Number 16-34698-sgj11.

On June 13, 2017, Hood filed a voluntary petition for relief under Chapter 11 of the Bankruptcy Code with this Court, case number 17-141266. That case is not jointly administered with the above captioned cases, but is pending in this court.

On June 14, 2017, the U.S. Bankruptcy Court for the Northern District of Texas, upon the Motion of the Texas Comptroller of Public Accounts and the Texas Workforce Commission, dismissing Case No. 16-34698-sgj11 entered an order dismissing the case for failure of the Debtor to pay post-petition sales taxes and payroll taxes.

On June 14, 2017 (“EAC Petition Date”), EAC Enterprises, LLC (“EAC”) filed its voluntary petition for relief under chapter 11 of title 11 of the United States Code, 11 U.S.C. §101 *et seq.* (the “Bankruptcy Code”) and on June 16, 2017 (“GATOR Petition Date”), EATGATOR, LLC filed its voluntary petition for relief under chapter 11 of title 11 of the Bankruptcy Code, initiating the above-styled bankruptcy cases.

ARTICLE IV

ANALYSIS AND VALUATION OF PROPERTY

The individual debtors filed schedules that reflect the assets of the individual estates. The schedules are attached hereto as **Exhibits B and C**. The most recent Operating Report is attached hereto and **Exhibit E**.

Liquidation Value of Assets

The Debtor believes and the Plan is based upon the conclusion that the Debtor’s property is worth less than what is owed to the creditors. As detailed above, the Debtor owns no real property. Further, in a Chapter 7 the full value of the personal property would not be achieved, and assuming a distressed liquidation sale, a discount in the sale price of the personal property of

at least 25% must be assumed. Further, professional fees and related costs would be associated with any liquidation sale, which would further reduce the recovery. Based on the estimated value of Debtor's personal property assets, the creditors would be satisfied in part by the value received as a result of the liquidation of Debtor's personal property assets. What the actual recovery in Chapter 7 would be is speculative but would be less than what the Plan is paying.

A liquidation analysis is attached hereto as **Exhibit G**.

ARTICLE V

SUMMARY OF THE PLAN

The Plan substantively consolidates the two debtor estates of EAC Enterprises, LLC and EATGATOR LLC, and pays all debts in full. The two estates for the most part contain the same claims. Where one estate owes a debt that the other does not, the claim will be included in the debts of the consolidated individual debtors. An analysis of the claims of both estates is set forth **Exhibit D**.

Debtor designates the following Classes of Claims and Interests pursuant to Bankruptcy Code Section 1123. Debtor will pay all fees assessed by the Office of the United States Trustee until this Case is closed by the Court or Debtor is otherwise released from such obligations by the Court.

5.01 Class 1 consists of any Allowed Ad Valorem Secured Tax Claims.

5.02 Class 2 consists of any Allowed Priority Unsecured Claims of the Texas State Comptroller.

5.03 Class 3 consists of Allowed Priority Unsecured Claims of the IRS.

5.04 Class 4 consists of the Allowed Priority Unsecured Claims.

5.05 Class 5 consists of General Unsecured Claims.

5.06 Class 6 consists of Allowed Interests.

PROVISIONS FOR SATISFACTION OF CLAIMS AND INTERESTS

A. Classification and Treatment Claims and Interests

All Claims and Interests, except Administrative Claims, Professional Fee Administrative Claims, and Priority Unsecured Tax Claims are placed in the Classes set forth below, in accordance with section 1123(a)(1) of the Bankruptcy Code.

Administrative Claims. Each holder of an Administrative Claim other than Professional Fee Administrative Claims shall receive, in full satisfaction, settlement, release, and discharge of, and in exchange for, such Allowed Administrative Claim, (i) Cash equal to the unpaid portion of such Allowed Administrative Claim or (ii) such other treatment as to which the Debtor and such

holder shall have agreed upon in writing; *provided, however*, that Allowed Administrative Claims with respect to liabilities incurred by the Debtor in the ordinary course of business during the Bankruptcy Case shall be paid in the ordinary course of business in accordance with the terms and conditions of any agreements relating thereto. On or before the Effective Date, the Debtor shall pay or have paid in full all Allowed Administrative Claims for fees payable pursuant to 28 U.S.C. §1930. All fees payable pursuant to 28 U.S.C. §1930 after the Effective Date shall be paid by the Reorganized Debtor when they are due until the Bankruptcy Case is closed pursuant to a final decree, order of dismissal, or order of conversion. Until entry of such an order, the Reorganized Debtor shall file with the Bankruptcy Court and serve upon the United States Trustee a quarterly financial report. Any administrative Ad Valorem Tax Claims shall be paid pursuant to otherwise applicable state law.

Professional Fee Administrative Claims. All persons that are awarded compensation or reimbursement of expenses by the Bankruptcy Court in accordance with sections 330 or 331 of the Bankruptcy Code or entitled to the priorities established pursuant to sections 503(b)(2), 503(b)(3), 503(b)(4), or 503(b)(5) of the Bankruptcy Code, shall be paid in full, in Cash, the amounts allowed by the Bankruptcy Court on or as soon as reasonably practicable following the later of the Confirmation Date or the date on which the order allowing such Claim becomes a Final Order, or upon such other terms as may be mutually agreed upon between such holder of an Allowed Professional Fee Claim and the Reorganized Debtor.

Priority Unsecured Tax Claims. Pursuant to section 1129(a)(9)(C) of the Bankruptcy Code, unless otherwise agreed by the holder of a Priority Unsecured Tax Claim and the Debtor or the Reorganized Debtor, each holder of an Allowed Priority Unsecured Tax Claim will receive, in full satisfaction of its Priority Unsecured Tax Claim, deferred cash payments over a period not exceeding five (5) years from the date of the order for relief and in a manner not less favorable than the most favored non-priority unsecured claim provided by the Plan. Interest shall be payable on such Claims at the rate provided under otherwise applicable state law from the Effective Date on the unpaid portion of each Allowed Priority Unsecured Tax Claim (or upon such other terms determined by the Bankruptcy Court to provide the holder of a Priority Unsecured Tax Claim with deferred cash payments having a value, as of the Effective Date, equal to the Allowed amount of such Priority Unsecured Tax Claim). Unless otherwise agreed by the holder of a Priority Unsecured Tax Claim and the Debtor, the first payment on account of such Priority Unsecured Tax Claim will be payable on the Effective Date or (i) after the date on which an order allowing such Priority Unsecured Tax Claim becomes a Final Order or (ii) an agreement relating to the amount and nature of the Priority Unsecured Tax Claim is executed by the Reorganized Debtor and the holder of the Priority Unsecured Tax Claim; *provided, however*, that the Reorganized Debtor shall have the right to pay any Allowed Priority Unsecured Tax Claim, or any remaining balance of such Allowed Priority Unsecured Tax Claim, in full at any time on or after the Effective Date without premium or penalty. There are no known Priority Unsecured Tax Claims in this case.

Class 1 / Ad Valorem Secured Tax Claims. Class 1 shall consist of the Allowed Secured Claims of Ad Valorem Taxing Authorities on the Debtor's real and personal property which accrued on or prior to June 14, 2017 (the "**Class 1 Claims**").

- a. Impairment and Voting. Class 1 Claims are impaired by the Plan. The holders of Class 1 Claims are entitled to vote to accept or reject the Plan.
- b. Treatment. The holders of Class 1 Claims shall be paid in full over sixty (60) months following the Confirmation Date. These creditors shall retain their liens to secure their claims until paid in full under this Plan. The Class 1 Claims shall be paid interest from the Petition Date at the rate of 1% per month from the Petition Date through the Effective Date of the Plan and 12% per annum following the Effective Date until paid in full. Failure to pay post-petition taxes prior to delinquency shall constitute an event of default. All liens shall be retained to secure the taxes owed.

Class 2 / Allowed Priority Unsecured Claims of the Texas State Comptroller. Class 2 shall consist of the Allowed Priority Unsecured Claims of the Texas State Comptroller (the “**Class 2 Claims**”).

- a. Impairment and Voting. Class 2 Claims are impaired by the Plan. The holders of Class 2 Claims are entitled to vote to accept or reject the Plan.
- b. Treatment. The holders of Class 2 Claims shall be paid in full over 60 months from the Confirmation Date. Payments shall be made on the first day of the month following the Effective Date.

Class 3 / Allowed Priority Unsecured Claims of the IRS. Class 3 shall consist of the Allowed Priority Unsecured Claims of the IRS (the “**Class 3 Claims**”).

- a. Impairment and Voting. Class 3 Claims are impaired by the Plan. The holders of Class 3 Claims are entitled to vote to accept or reject the Plan.
- b. Treatment. The holders of Class 3 Claims shall be paid over 60 months from the Confirmation Date. Payments shall be made on the first day of the month following the Effective Date.

Class 4 / Allowed Priority Unsecured Claims. Class 4 shall consist of the Allowed Priority Unsecured Claims (the “**Class 4 Claims**”).

- a. Impairment and Voting. Class 4 Claims are impaired by the Plan. The holders of Class 4 Claims are entitled to vote to accept or reject the Plan.
- b. Treatment. The holders of Class 4 Claims shall be paid in full over 60 months from the Confirmation Date. Payments shall be made on the first day of the month following the Effective Date.

Class 5 / Allowed General Unsecured Claims. Class 5 shall consist of Allowed General Unsecured Claims.

- a. Impairment and Voting. Class 5 is impaired by the Plan. The holders of Class 5 Claims are entitled to vote to accept or reject the Plan.
- b. Treatment. Each holder of an Allowed General Unsecured Claim shall be paid in full over 60 months from the Effective Date.
- c. Insider claims. Insider claims shall be allowed and paid in full after full satisfaction of all non-insider claims.

Class 6 / Allowed Interests. Class 6 shall consist of all Allowed Interests in the Debtor.

- a. Impairment and Voting. Class 6 is not impaired by the Plan. The holders of Class 6 Interests are not entitled to vote to accept or reject the Plan.
- b. On the Confirmation Date, all Equity Interests shall be retained by the existing equity holders. The Debtor submits this does not violate the absolute priority rule since all creditors will be paid in full.

B. Voting and Impairment of Classes

Voting Classes. Classes of Claims 1, 2, 3, 4, and 5 are impaired by the Plan and shall be entitled to vote to accept or reject the Plan.

Deemed Acceptance. The Class 6 Interests are not impaired.

Confirmability of the Plan. The confirmation requirements of section 1129 of the Bankruptcy Code must be satisfied with respect to the Debtor and the Plan. If the Bankruptcy Court determines that any provision of the Plan is prohibited by the Bankruptcy Code, or renders the Plan not confirmable under section 1129 of the Bankruptcy Code, the Debtor reserves the right to sever such provision from the Plan and to request that the Plan be confirmed as so modified.

ARTICLE VI
FEASIBILITY OF PLAN

Based on the projections prepared by the Debtor's accountants, attached hereto as **Exhibit F**, the Plan is feasible.

ARTICLE VII
ALTERNATIVES TO DEBTOR'S PLAN

7.1 If the Debtor's Plan is not confirmed, the Debtor's bankruptcy case may be converted to a case under Chapter 7 of the Code, in which case a trustee would be appointed to liquidate the assets of the Debtor for distribution to its Creditors in accordance with the priorities

of the Code. Per the liquidation analysis above, since there is no equity in Debtor's assets there would be no distribution to unsecured creditors in a Chapter 7 case. It is likely in a Chapter 7 the Debtor would dissolve.

ARTICLE VIII

RISKS TO CREDITORS UNDER THE DEBTOR'S PLAN

8.1 Claimants should be aware that there are a number of substantial risks involved in consummation of the Plan. The Plan contemplates that the Debtor's business will generate revenue sufficient to pay the obligations accruing from its operations. The Debtor does not "guarantee" that the expenses will equal those in the projections; however, the Debtor believes that the projections are reasonable. The Debtor's business hinges on the restaurant's ongoing business and revenue continuing.

ARTICLE IX

TAX CONSEQUENCES

9.1 TO ENSURE COMPLIANCE WITH U.S. TREASURY DEPARTMENT CIRCULAR 230, HOLDERS OF CLAIMS ARE HEREBY NOTIFIED THAT: (A) ANY DISCUSSION OF UNITED STATES FEDERAL TAX ISSUES IN THIS DISCLOSURE STATEMENT IS NOT INTENDED OR WRITTEN TO BE USED OR RELIED UPON, AND CANNOT BE USED OR RELIED UPON, BY HOLDERS OF CLAIMS OR INTERESTS OR ANY OTHER PERSONS FOR THE PURPOSE OF AVOIDING PENALTIES THAT MAY BE IMPOSED ON HOLDERS OF CLAIMS OR ANY OTHER PERSONS UNDER THE INTERNAL REVENUE CODE; (B) SUCH DISCUSSION IS INCLUDED HEREIN IN CONNECTION WITH THE PROMOTION OR MARKETING (WITHIN THE MEANING OF U.S. TREASURY DEPARTMENT CIRCULAR 230) OF THE TRANSACTIONS OR MATTERS ADDRESSED HEREIN; AND (C) HOLDERS OF CLAIMS AND INTERESTS SHOULD SEEK ADVICE BASED ON THEIR PARTICULAR CIRCUMSTANCES FROM AN INDEPENDENT TAX ADVISER.

A. Introduction

The following discussion summarizes certain material U.S. federal income tax consequences of the Plan to the Debtor and holders of Claims and Interests. The summary is provided for general informational purposes only and is based on the United States Internal Revenue Code of 1986, as amended (the "Tax Code"), the treasury regulations promulgated thereunder, judicial authority and current administrative rulings and practice, all as in effect as of the date hereof (except as otherwise noted below with regard to the American Recovery and Reinvestment Act of 2009), and all of which are subject to change, possibly with retroactive effect. Changes in any of these authorities or in their interpretation could cause the United States federal income tax consequences of the Plan to differ materially from the consequences described below. The United States federal income tax consequences of the Plan are complex and in important respects uncertain. No ruling has been requested from the Internal Revenue Service (the "Service"); no opinion has been requested from Debtor's counsel concerning any tax consequence of the Plan; and no tax opinion is given by this Disclosure Statement.

The following discussion does not address all aspects of federal income taxation that may be relevant to a particular holder of a Claim or Interest in light of its particular facts and circumstances or to particular types of holders of Claims subject to special treatment under the Tax Code. For example, the discussion does not address issues of concern to broker-dealers or other dealers in securities, or foreign (non-U.S.) persons, nor does it address any aspects of state, local, or foreign (non-U.S.) taxation, or the taxation of holders of Interests in a Debtor. In addition, a substantial amount of time may elapse between the Confirmation Date and the receipt of a final distribution under the Plan. Events subsequent to the date of this Disclosure Statement, such as the enactment of additional tax legislation, court decisions or administrative changes, could affect the federal income tax consequences of the Plan and the transactions contemplated hereunder.

On February 13, 2009, the House of Representatives and the Senate passed H.R.1, the American Recovery and Reinvestment Act of 2009 (the Recovery Act), a stimulus bill that includes tax breaks for businesses and individuals. The President signed the Recovery Act on February 17, 2009. The following discussion does not address any aspects of the Recovery Act, some of which may be relevant to a particular holder of a Claim or an Interest.

THE DISCUSSION THAT FOLLOWS IS NOT A SUBSTITUTE FOR CAREFUL TAX PLANNING AND PROFESSIONAL TAX ADVICE BASED ON THE INDIVIDUAL CIRCUMSTANCES OF EACH HOLDER OF A CLAIM OR INTEREST. EACH HOLDER OF A CLAIM OR INTEREST IS URGED TO CONSULT WITH ITS TAX ADVISORS REGARDING THE FEDERAL, STATE, LOCAL AND NON-U.S. TAX CONSEQUENCES OF THE PLAN.

B. Certain Definitions

Except as expressly otherwise provided or unless the context otherwise requires, all capitalized terms not otherwise defined herein or in the Plan shall have the respective meanings assigned to them in this Article.

“**COD**” shall mean cancellation of indebtedness income.

“**NOL**” shall mean net operating loss.

C. Certain Material Federal Income Tax Consequences to the Debtor

Cancellation of a Debtor’s debt is generally taxable income to the Debtor. COD is the amount by which the indebtedness of a Debtor discharged exceeds any consideration given in exchange therefore. Cancellation of a debt may not necessarily be COD, however. To the extent that the Debtor is insolvent, or if the Debtor is in bankruptcy, as is the case here, the Tax Code permits the Debtor to exclude the COD from its gross income. The statutory exclusion for COD in a title 11 case generally excludes COD from gross income if the discharge is granted by a court to a Debtor under its jurisdiction in a title 11 case, as is sought herein.

The price for the bankruptcy COD exclusion (as well as the insolvency exclusion) is reduction of the Debtor's tax attributes to the extent of the COD income, generally in the following order: NOLs for the year of the discharge and NOL carryovers from prior years; general business tax credit carryovers; minimum tax credit available as of the beginning of the year following the year of discharge; net capital loss for the year of discharge and capital loss carryovers from prior years; basis of the Debtor's assets; passive activity loss and credit carryovers from the year of discharge; and foreign tax credit carryovers to or from the year of discharge. The reduction of attributes does not occur until after the end of the Debtor's tax year in which the COD occurred, so they are available to the Debtor in determining the amount of its income, loss and tax liability for the year of discharge.

As a result of the implementation of the Plan, the Debtor will have COD and potential 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 their tax liability, if any, otherwise resulting from the implementation of the Plan.

Under section 382 of the Tax Code, if a corporation undergoes an "ownership shift," the amount of its Pre-Change Losses that may be utilized to offset future taxable income generally is subject to an annual limitation. Although the Plan allows for an ownership change it is doubtful that one will occur and as such any owner of the Debtor should consult his own tax adviser concerning the effect of the Plan.

The United States federal income tax consequences of payment of Allowed Claims pursuant to the Plan will depend on, among other things, the consideration received, or deemed to have been received, by the holder of the Allowed Claim, whether such holder reports income on the accrual or cash method, whether such holder receives distributions under the Plan in more than one taxable year, whether such holder's Claim is allowed or disputed at the Effective Date, whether such holder has taken a bad debt deduction or worthless security deduction with respect to its Claim.

In general, a holder of a Claim should recognize gain or loss equal to the amount realized under the Plan in respect of its Claim less the amount of such holder's basis in its Claim. Any gain or loss recognized in the exchange may be long-term or short-term capital gain or loss or ordinary income or loss, depending upon the nature of the Claim and the holder, the length of time the holder held the Claim and whether the Claim was acquired at a market discount. If the holder realizes a capital loss, its deduction of the loss may be subject to limitations under the Tax Code. The holder's aggregate tax basis for any property received under the Plan generally will equal the amount realized. The amount realized by a holder generally will equal the sum of the cash and the fair market value of any other property received (or deemed received) by the holder under the Plan on the Effective Date and/or any subsequent distribution date, less the amount (if any) allocable to Claims for interest. All holders of Allowed Claims are urged to consult their tax advisors. A holder of a Claim constituting an installment obligation for tax purposes may be required to recognize currently any gain remaining with respect to the obligation if, pursuant to the Plan, the obligation is considered to be satisfied at other than its face value, distributed,

transmitted, sold or otherwise disposed of within the meaning of Section 453B of the Tax Code.

D. Importance of Obtaining Professional Tax Assistance

The foregoing discussion is intended only as a summary of certain U.S. federal income tax consequences of the Plan, and is not a substitute for careful tax planning with a tax professional. The above discussion is for general 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.

HOLDERS OF CLAIMS ARE URGED TO CONSULT WITH THEIR TAX ADVISORS ABOUT THE FEDERAL, STATE, LOCAL AND NON-U.S. TAX CONSEQUENCES OF THE PLAN.

ARTICLE X **CONDITIONS TO EFFECTIVENESS OF THE PLAN**

The following are conditions precedent to the Effective Date of the Plan:

- (a) The Bankruptcy Court shall have entered the Confirmation Order confirming the Plan in form and substance satisfactory to the Debtor and any objecting party;
- (b) Except as waived in writing by the Debtor, the Confirmation Order shall have become a Final Order; and
- (c) All documents, instruments and agreements provided for under, or necessary to implement, the Plan shall have been executed and delivered by the parties thereto, in form and substance satisfactory to the Debtor, unless such execution or delivery has been waived by the parties benefited thereby.

ARTICLE XI **EFFECT OF CONFIRMATION**

11.01 Discharge. The Plan discharges the individual debtor entities from any debt that arose before the debt pursuant to such confirmation, pursuant to 11 U.S.C. § 1141 (d)(1). The Plan does **not** release any non-debtor guarantor of any obligation nor does the Plan impose an injunction of any claims that have been brought or may be brought against any non-debtor guarantor on any obligation of any Joint Debtor. For completeness, the Plan also does not limit, prohibit or enjoin any non-debtor guarantor of any obligation respecting any Joint Debtor from fully and completely defending and asserting any rights, defenses, or affirmative claims against any Person who has sued or may sue such non-debtor guarantor of any of the Debtor's obligations.

11.02 Release of Assets. Until the Bankruptcy Court closes this case, the Bankruptcy Court shall retain jurisdiction of the Debtor, their assets and properties.

11.03 Binding Effect. Except as otherwise provided in Section 1141(d)(3) of the Bankruptcy Code, on and after the Confirmation Date, the provisions of the Plan shall bind any holder of a Claim against, or Equity Interest in, any Debtor and its respective successors and assigns whether or not the Claim or Equity Interest of such holder is impaired under the Plan and whether or not such holder has accepted the Plan.

11.04 Term of Injunctions or Stays. Unless expressly modified or lifted by the Bankruptcy Court, all injunctions or stays provided for in the Chapter 11 Case pursuant to Sections 105 or 362 of the Bankruptcy Code, or otherwise, and in existence on the Confirmation Date, shall remain in full force and effect until the Bankruptcy Court closes this case.

11.05 Rights of Action. On and after the Confirmation Date, all Persons are permanently enjoined from commencing or continuing in any manner any action or proceeding (whether directly, indirectly, derivatively or otherwise) on account of or respecting any Claim, debt, right or cause of action.

ARTICLE XII

GENERAL PROVISIONS

12.01 Modification of Plan. The Debtor may, pursuant to section 1127(a) of the Bankruptcy Code, modify the Plan at any time prior to the entry of the Confirmation Order. After entry of the Confirmation Order, the Debtor may, pursuant to section 1127(b) and (c) of the Bankruptcy Code and with 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 the Plan or in the Confirmation Order, in such manner as may be necessary to carry out the purposes and effect of the Plan, without having to solicit acceptance of such modification.

12.02 Discharge. On and after the Effective Date, the Reorganized Debtor shall be discharged from all claims or other debts that arose prior to the Confirmation Date as set forth in section 1141 of the Bankruptcy Code. Additionally, all persons who have held, currently hold, or may hold a claim, debt, or other liability against the Debtor and its officers, directors, board members and their agents relating to the Debtor's chapter 11 case or relating to a liability of the Debtor and which arise prior to the Confirmation Date shall be prohibited from asserting such claim against the Debtor and its officers, directors, board members and their agents, except as provided in the Plan or the Confirmation Order, and shall be enjoined from taking any of the following actions on account of any such claim, debt, liability or interest: (i) commencing or continuing in any manner any action or other proceeding against the Debtor or the Debtor's property or its officers, directors, board members and their agents, (ii) enforcing, attaching, collecting, or recovering in any manner any judgment, award, decree, or order against the Debtor or the Debtor's property or its officers, directors, board members and their agents, (iii) creating, perfecting, or enforcing any lien or encumbrance against the Debtor or the Debtor's property, (iv) asserting against the Debtor or the Debtor's property a setoff, right, or claim of subordination or recoupment of any kind against any debt, liability, or obligation due to the Debtor or its officers, directors, board members and their agents, and (v) commencing or continuing any action, in any manner, in any place, that does not comply with or is inconsistent with the provisions of the Plan.

12.03 Distributions. Except as otherwise provided herein or as ordered by the Bankruptcy Court, distributions to be made on account of Allowed Claims as of the Effective Date shall begin on the Effective Date, or as soon as practicable thereafter, but in any event on or by the fifth day of the first full month subsequent to the Effective Date. Distributions on account of Claims that first become Allowed Claims after the Effective Date shall be made beginning on the fifth day of the first full month subsequent to entry of a Final Order allowing such claim. Cash payments made pursuant to the Plan shall be by the means agreed to by the Debtor and payee, including by check or wire transfer, or, in the absence of an agreement, such commercially reasonable manner as the Debtor shall determine in its sole discretion. Distributions to holder of Allowed Claims shall be made at the addresses set forth in any Proof of Claim filed by such holder, or if no such Proof of Claim has been filed, to the last known address of such holder or such other address as the holder shall designate in writing.

- a. Payment Dates. Whenever a payment to be made or action to be taken under the Plan is due to be made or taken on a day other than a business day, such payment or action shall instead be made, without accruing interest for such delay, on the next business day.
- b. Minimum Distributions. No payment or distribution of less than ten dollars (\$10.00) shall be made to any holder of a Claim unless a request therefore is made in writing to the Debtor, unless such payment or distribution is the final payment or distribution to be made to such holder under the Plan. All such payments or distributions not meeting the minimum distribution amount shall be held by the Debtor for the benefit of the appropriate claimant and accumulate until such time as the distribution amount payable exceeds the minimum distribution amount.
- c. Unclaimed Distributions. Any distribution under the Plan which remains unclaimed for a period of one year after the initial distribution thereof shall be revested in the Debtor and any entitlement of the holder of such Claim to such distribution shall be extinguished and forever barred.

12.04 Prepayment. Except as otherwise provided in the Plan or the Confirmation Order, the Debtor shall have the right to prepay, without penalty, all or any portion of any Allowed Claim at any time; *provided, however,* that any such prepayment shall not violate or otherwise prejudice the relative priorities and parities among the Classes of Claims.

12.05 Interest, Penalties, and Fees. Except as expressly stated in the Plan, or allowed by Final Order of the Bankruptcy Court, no interest, penalty, or late charge is to be 'allowed' on any Claim subsequent to the Petition Date. No attorneys' fees will be paid with respect to any Claim except as specified in the Plan or as allowed by Final Order of the Bankruptcy Court.

12.06 Binding Effect. Except as otherwise expressly provided in the Plan, on and after the Effective Date, the terms of the Plan shall bind all holders of Claims and Interests, whether or not such holders of Claims and Interests accept the Plan. The rights, duties, and obligations of any Person named or referred to in the Plan shall be binding upon and shall inure to the benefit of such Person and its respective successors and assigns.

12.07 Governing Law. Unless otherwise agreed in writing, or mandated by federal law, the laws of the State of Texas shall govern the construction and implementation of the Plan and any agreements, documents, or instruments executed in connection with the Plan.

12.08 Additional Documents. Except as otherwise provided in the Plan, on or before the Effective Date, the Debtor shall file with the Bankruptcy Court, or execute, as appropriate, such agreements and other documents as may be necessary or appropriate to effectuate and further evidence the terms and conditions of the Plan.

12.09 Notices. Any notice required or permitted under the Plan shall be in writing and served either by (i) certified mail, return receipt requested, postage prepaid, (ii) hand delivery, or (iii) reputable overnight delivery service, freight prepaid, addressed to the following parties:

Keith W. Harvey
The Harvey Law Firm, P.C.
6510 Abrams Road
Suite 280
Dallas, Texas 75231

Arthur Hood, Managing Member
3210 Wyndmere Drive
Richardson, Texas 75082

ARTICLE XIII **PROCEDURES REGARDING DISPUTED CLAIMS**

13.01 No Distributions Pending Allowance. Notwithstanding any other provision of the Plan, no distributions by Cash or otherwise shall be made under the Plan on account of any Disputed Claim, unless and until such Claim becomes an Allowed Claim.

13.02 Estimation. The Debtor may, at any time, request that the Bankruptcy Court estimate any Disputed Claim pursuant to Section 502(c) of the Bankruptcy Code regardless of whether the Debtor has previously objected to such Claim, and the Bankruptcy Court will retain jurisdiction to estimate any Claim at any time, including during litigation concerning any objection to such Claim. In the event that the Bankruptcy Court estimates any Disputed Claim, that estimated amount may constitute either the Allowed amount of such Claim or a maximum limitation on such Claim, as determined by the Bankruptcy Court. If the estimated amount constitutes a maximum limitation on such Claim, the Debtor may elect to pursue any supplemental proceedings to object to any ultimate payment of such Claim. All of the aforementioned Claims objection, estimation and resolution procedures are cumulative and not necessarily exclusive of one another. On and after the Effective Date, Claims which have been estimated subsequently may be compromised, settled, withdrawn or otherwise resolved without further order of the Bankruptcy Court.

13.03 Resolution of Disputed Claims. Subject to further order of the Bankruptcy Court, from and after the Effective Date the Debtor, on behalf of the Debtor, shall have the exclusive right to make and file objections to Claims with the Bankruptcy Court, including, but

not limited to, objections regarding the allowance, classification or amount of Claims, and shall serve such objections upon holders of each of the Claims to which objections are made within 120 days after the Effective Date. The 120-day deadline may be extended upon written notice by the Debtor to the Bankruptcy Court. All objections by the Debtor shall be litigated to a Final Order except to the extent the Debtor, in his discretion, elects to withdraw any such objection or compromise, settle or otherwise resolve any such objection, in accordance with the terms of the Plan Trust Agreement, in which event the Debtor may settle, compromise or otherwise resolve any Disputed Claim without approval of the Bankruptcy Court.

Submitted by:


Arthur Hood, Managing Member

By: /s/Keith W. Harvey

Keith W. Harvey

State Bar No. 09180100

6510 Abrams Road

Suite 280

Dallas, Texas 75231

(972) 243-3960 Phone

(972) 241-3970 Facsimile

Attorney for the Individual Debtors

EXHIBIT A

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

In re:

EAC ENTERPRISE, LLC.

Debtor.

§

§ **Case No. 17-41276**

§

§

§ **Chapter 11**

§

§ **(Jointly Administered)**

JOINT PLAN OF REORGANIZATION

EAC Enterprise, LLC (“EAC”) and **EATGATOR, LLC** (“GATOR”) (collectively referred to as “Debtor”)¹ propose the following plan of reorganization (the “Plan”) for the resolution of their outstanding creditor claims and interests. Reference is made to the Disclosure Statement, distributed contemporaneously herewith, for a discussion of the Debtor’s history, business, property, results of operations, projection for future operations, risk factors, a summary and analysis of the Plan, and certain related matters.

ARTICLE I

DEFINITIONS, RULES OF INTERPRETATION AND COMPUTATION

A. Scope of Definitions

For the purpose of this Plan, except as expressly provided or unless the context otherwise requires, all capitalized terms used herein unless otherwise defined herein, shall have the meanings ascribed to them in this Article I of the Plan. Any term used in this Plan that is not defined herein, but is defined in the Bankruptcy Code or the Bankruptcy Rules, shall have the meaning ascribed to that term in the Bankruptcy Code or the Bankruptcy Rules. Whenever the context requires, such terms shall include the plural as well as the singular number, the masculine gender shall include the feminine, and the feminine gender shall include the masculine.

B. Definitions

1.01. “Ad Valorem Tax” shall mean the tax assessed by a state or local governmental unit secured by the Debtor’s personal or real property pursuant to state and/or local law.

1.02. “Ad Valorem Tax Claim” shall mean a Claim for an Ad Valorem Tax.

1.03. “Administrative Claim” shall mean a claim for payment of an administrative expense of a kind specified in section 503(b) or 507(b) of the Bankruptcy Code and including

¹The Plan anticipates substantive consolidation of the two debtor entities. Consequently, the word, Debtor, subsumes both entities. However, when referring to the discrete and separate entities in a collective way, the Plan and the Disclosure Statement will employ the phrase, “individual debtors,” to mean EAC and Gator.

those entitled to priority pursuant to section 507(a)(1) of the Bankruptcy Code, including, but not limited to, (i) the actual and necessary costs and expenses, incurred after the Petition Date to, and including, the Confirmation Date, of preserving the bankruptcy estate and operating of the Debtor's business, Professional Fee Administrative Claims, any borrowing by the Debtor pursuant to pursuant to section 364 of the Bankruptcy Code, regardless of priority, all fees and charges assessed against the estate under Chapter 11 of title 28, United States Code, and all Allowed Claims that are entitled to be treated as Administrative Claims pursuant to a Final Order of the Bankruptcy Court.

1.04. "Allowed Administrative Claim" shall mean an Administrative Claim as to which a timely request for payment has been made in accordance with Section 2.01 of the Plan (if such written request is required) or other Administrative Claim as to which the Debtor has not interposed a timely objection, or to which the Debtor has interposed a timely objection and such objection has been settled, waived through payment, withdrawn, otherwise satisfied in full, or denied by a Final Order of the Bankruptcy Court or another court of competent jurisdiction.

1.05. "Allowed Claim" shall mean a Claim or any portion thereof in the amount and priority classification set forth in any proof of such Claim that has been timely filed, or in the absence of such proof, as set forth in the Debtor's Schedule of Liabilities, unless listed in the Debtor's Schedule of Liabilities as disputed, contingent, or unliquidated, in which case such Claim shall be allowed only if a proof of such Claim has been timely filed; (i) as to which no objection to allowance or request for estimation has been interposed on or before the date provided for herein or the expiration of such other applicable period of limitation as may be fixed by the Bankruptcy Code, Bankruptcy Rules or the Bankruptcy Court, (ii) as to which any objection to its allowance has been settled, waived through payment, withdrawn, otherwise satisfied in full, or denied by a Final Order of the Bankruptcy Court or another court of competent jurisdiction, or (iii) that is expressly allowed in a liquidated amount in the Plan. An Allowed Claim shall not include any unmatured interest accruing after the Petition Date unless otherwise stated in the Plan.

1.06. "Allowed General Unsecured Claim" shall mean an Allowed Claim (i) which is not entitled to priority under section 507(a) of the Bankruptcy Code, (ii) which is not secured by a validly perfected enforceable lien or interest as defined in sections 101(37), (50) and (51) of the Bankruptcy Code, or (iii) an Allowed Claim arising from the rejection of an unexpired lease or executory contract. An Allowed General Unsecured Claim shall not include any Allowed Interest.

1.07. "Allowed Interests" shall mean any interest in the Debtor to the extent that such interest is listed in the Schedule of Liabilities or Statement of Financial Affairs of the Debtor on the Confirmation Date; provided however, that a timely filed Proof of Interest shall supersede any such listing and, in either case, an interest as to which no written objection to the allowance thereof has been interposed within the time period fixed by the Bankruptcy Code or by Final Order of the Court; or, if an objection has been interposed, to the extent allowed, in whole or in part, by Final Order of the Bankruptcy Court.

1.08. “Avoidance Actions” shall mean the claims, rights of action, suits, or proceedings that the Debtor or its bankruptcy estate may hold against any Person, whether known or unknown, under Chapter 5 of the Bankruptcy Code.

1.09. “Bankruptcy Code” shall mean the Bankruptcy Reform Act of 1978, as codified in title 11 of the United States Code, as now in effect or hereafter amended.

1.10. “Bankruptcy Court” shall mean the United States Bankruptcy Court for the Eastern District of Texas, Sherman Division, which has jurisdiction over the Bankruptcy Case.

1.11. “Bankruptcy Rules” shall mean, collectively, the Federal Rules of Bankruptcy Procedure and Official Bankruptcy Forms, adopted by the Supreme Court of the United States, as now in effect or hereafter amended.

1.12. “Bar Date” shall mean October 19, 2017.

1.13. “Bankruptcy Case” shall mean the two cases, jointly administered, under Chapter 11 of the Bankruptcy Code, commenced by the individual debtors, styled *EAC Enterprises, LLC*, case no. 17-41276, Eastern District of Texas, Sherman Division, currently pending before the Bankruptcy Court, including any related adversary or other ancillary proceeding and *In re EATGATOR, LLC*, case no. 17-41296, Eastern District of Texas, Sherman Division.

1.14. “Cash” shall mean legal tender of the United States of America or any equivalents thereof.

1.15. “Claim” shall mean a claim against the Debtor, whether or not asserted, as defined in section 101(5) of the Bankruptcy Code.

1.16. “Claim Objection Bar Date” shall mean the date on or before which the Debtor shall have filed any and all objections to the allowance of Claims for distribution purposes. The Claim Objection Bar Date is one hundred and twenty (120) days after the Effective Date of the Plan.

1.17. “Collateral” shall mean any property or interest in property of the Debtor’s bankruptcy estate subject to a Lien to secure the payment or performance of a Claim, which Lien is not subject to avoidance under the Bankruptcy Code or otherwise invalid under the Bankruptcy Code or applicable state law.

1.18. “Confirmation Date” shall mean the date of entry of the Confirmation Order by the Clerk of the Bankruptcy Court.

1.19. “Confirmation Hearing” shall mean the hearing held before the Bankruptcy Court to consider confirmation of the Plan under section 1129 of the Bankruptcy Code.

1.20. “Confirmation Order” shall mean the Final Order of the Bankruptcy Court confirming the Plan pursuant to section 1129 of the Bankruptcy Code.

1.21. “Creditor” shall mean any Person who holds a Claim against the Debtor.

1.22. “Debtor” shall mean EATGATOR, LLC and EAC Enterprises, LLC, in their capacity as debtors-in-possession, pursuant to section 1107(a) and 1108 of the Bankruptcy Code.

1.23. “Disclosure Statement” shall mean the disclosure statement (including all exhibits and schedules thereto or referenced therein) relating to the Plan, as amended, supplemented, or modified from time to time, and that is prepared and distributed in accordance with sections 1125 and 1126 of the Bankruptcy Code and Bankruptcy Rule 3018.

1.24. “Disputed Claim” shall mean any Claim or portion of a Claim not otherwise Allowed or paid pursuant to the Plan or Final Order of the Bankruptcy Court (i) which has been or hereafter is listed on the Schedule of Liabilities as unliquidated, contingent, or disputed, and which has not been resolved by written agreement of the parties or Final Order of the Bankruptcy Court, (ii) proof of which was required to be filed by Final Order of the Bankruptcy Court but as to which a proof of Claim was not timely or properly filed, (iii) that is disputed in accordance with the provisions of the Plan, (iv) which Claim is identified by the Debtor as being subject to section 502(d) of the Bankruptcy Code, or (v) as to which the Debtor or the Reorganized Debtor, as the case may be, have interposed a timely objection.

1.25. “Effective Date” shall mean the first business day which is at least ninety (90) days following entry of the Confirmation Order, unless a stay of the Confirmation Order is obtained, in which event the Effective Date shall be the first business day which is at least thirty (30) days following entry of a Final Order dissolving the stay.

1.26. “Executory Contract” shall mean a contract to which the Debtor is a party which is subject to assumption or rejection under section 365 of the Bankruptcy Code.

1.27. “Final Order” shall mean an order or judgment of the Bankruptcy Court, or other court of competent jurisdiction, the operation or effect of which has not been stayed or reversed, and as to which the time to appeal or seek review or rehearing has expired and to which no appeal or petition for review or rehearing was filed, or if filed, remains pending.

1.28. “General Unsecured Claim” shall mean a Claim which: (i) is not entitled to priority under section 507(a) of the Bankruptcy Code; (ii) is not secured by a validly perfected enforceable lien or interest under sections 101(37), (50) and (51) of the Bankruptcy Code; (iii) arises from the rejection of an unexpired lease or executory contract; or (iv) represents the unsecured portion of an Allowed Claim of a Creditor.

1.29. “Impaired” shall mean, when used with reference to a Claim or Interest, a Claim or Interest which is impaired within the meaning of section 1124 of the Bankruptcy Code and will not be receiving payment in full of its Claim or Interest pursuant to the Plan.

1.30. “Lien” shall mean a lien, security interest, mortgage, deed of trust, or other charge or encumbrance on or in any real or personal property owned by the Debtor and that may secure payment of a debt or performance of an obligation of the Debtor or a third party.

1.31. “Person” shall mean any individual, corporation, partnership, association, limited liability company, indenture trustee, organization, joint stock company, joint venture, estate, trust, governmental unit or any subdivision thereof, committee, and any other entity.

1.32. “Petition Date” shall mean June 14, 2017, the date upon which EAC Enterprises, LLC, filed a voluntary petition for relief under Chapter 11 of the Bankruptcy Code and June 16, 2017, the date upon which EATGATOR, LLC filed a voluntary petition for relief under Chapter 11 of the Bankruptcy Code

1.33. “Plan” shall mean this Chapter 11 joint plan of reorganization, and all exhibits annexed hereto or referenced herein, as the same may be amended, modified, or supplemented from time to time in accordance with the Bankruptcy Code, the Bankruptcy Rules, and the provisions contained herein, and shall include the Plan Supplement, if any.

1.34. “Priority Unsecured Tax Claim” shall mean a Claim that is entitled to priority pursuant to section 507(a)(8) of the Bankruptcy Code, but which is not an Ad Valorem Tax Claim of a governmental unit.

1.35. “Pro Rata” shall mean the proportion that an Allowed Claim or Allowed Interest in a particular class bears to the aggregate amount of all Allowed Claims or Allowed Interests in such class, including Disputed Claims, unless the Plan provides otherwise.

1.36. “Professional” shall mean any professional employed in the Bankruptcy Case pursuant to sections 327, 328, or 1103 of the Bankruptcy Code.

1.37. “Professional Fee Claim” shall mean a Claim of a Professional for compensation or reimbursement of costs and expenses relating to services incurred after the Petition Date and prior to and including the Confirmation Date.

1.38. “Rejection Claim” shall mean a Claim arising from the rejection of an Executory Contract or Unexpired Lease by the Debtor or Reorganized Debtor.

1.39. “Reorganized Debtor” shall mean the substantively consolidated entities EATGATOR, LLC and EAC Enterprises, LLC on and after the Effective Date. Such Reorganized Debtor shall be known as EAC Enterprises, LLC.

1.40. “Schedule of Liabilities” shall mean the schedule of assets and liabilities and the statement of financial affairs filed with the Bankruptcy Court by the Debtor, as such schedules or statements may be amended or supplements from time to time in accordance with Bankruptcy Rule 1009 or other order of the Bankruptcy Court.

1.41. “Secured Claim” shall mean a Claim that is secured by a Lien upon property, as provided for in a writing or by statute, of the bankruptcy estate, to the extent of the value, as of the Confirmation Date, of such Lien as determined by a Final Order of the Bankruptcy Court (i) pursuant to section 506 of the Bankruptcy Code, (ii) if applicable by section 1129(b) of the Bankruptcy Code, or (iii) as otherwise agreed upon in writing by the Debtor or Reorganized Debtor and the holder of such Claim.

1.42. “Unexpired Lease” shall mean, collectively, any unexpired lease or agreement relating to the Debtor’s interest in real or personal property.

1.43. “Unsecured Claim” shall mean any Claim against the Debtor which is not a Secured Claim, Ad Valorem Tax Claim, Administrative Claim, Professional Fee Claim, or Interest.

ARTICLE II

CLASSIFICATION AND TREATMENT OF CLAIMS AND INTERESTS

A. Classification and Treatment Claims and Interests

All Claims and Interests, except Administrative Claims, Professional Fee Administrative Claims, and Priority Unsecured Tax Claims are placed in the Classes set forth below, in accordance with section 1123(a)(1) of the Bankruptcy Code.

Administrative Claims. Each holder of an Administrative Claim other than Professional Fee Administrative Claims shall receive, in full satisfaction, settlement, release, and discharge of, and in exchange for, such Allowed Administrative Claim, (i) Cash equal to the unpaid portion of such Allowed Administrative Claim or (ii) such other treatment as to which the Debtor and such holder shall have agreed upon in writing; *provided, however*, that Allowed Administrative Claims with respect to liabilities incurred by the Debtor in the ordinary course of business during the Bankruptcy Case shall be paid in the ordinary course of business in accordance with the terms and conditions of any agreements relating thereto. On or before the Effective Date, the Debtor shall pay or have paid in full all Allowed Administrative Claims for fees payable pursuant to 28 U.S.C. §1930. All fees payable pursuant to 28 U.S.C. §1930 after the Effective Date shall be paid by the Reorganized Debtor when they are due until the Bankruptcy Case is closed pursuant to a final decree, order of dismissal, or order of conversion. Until entry of such an order, the Reorganized Debtor shall file with the Bankruptcy Court and serve upon the United States Trustee a quarterly financial report. Any administrative Ad Valorem Tax Claims shall be paid pursuant to otherwise applicable state law.

Professional Fee Administrative Claims. All persons that are awarded compensation or reimbursement of expenses by the Bankruptcy Court in accordance with sections 330 or 331 of the Bankruptcy Code or entitled to the priorities established pursuant to sections 503(b)(2), 503(b)(3), 503(b)(4), or 503(b)(5) of the Bankruptcy Code, shall be paid in full, in Cash, the amounts allowed by the Bankruptcy Court on or as soon as reasonably practicable following the later of the Confirmation Date or the date on which the order allowing such Claim becomes a Final Order, or upon such other terms as may be mutually agreed upon between such holder of an Allowed Professional Fee Claim and the Reorganized Debtor.

Priority Unsecured Tax Claims. Pursuant to section 1129(a)(9)(C) of the Bankruptcy Code, unless otherwise agreed by the holder of a Priority Unsecured Tax Claim and the Debtor or the Reorganized Debtor, each holder of an Allowed Priority Unsecured Tax Claim will receive, in full satisfaction of its Priority Unsecured Tax Claim, deferred cash payments over a period not exceeding five (5) years from the date of the order for relief and in a manner not less favorable than the most favored non-priority unsecured claim provided by the Plan. Interest

shall be payable on such Claims at the rate provided under otherwise applicable state law from the Effective Date on the unpaid portion of each Allowed Priority Unsecured Tax Claim (or upon such other terms determined by the Bankruptcy Court to provide the holder of a Priority Unsecured Tax Claim with deferred cash payments having a value, as of the Effective Date, equal to the Allowed amount of such Priority Unsecured Tax Claim). Unless otherwise agreed by the holder of a Priority Unsecured Tax Claim and the Debtor, the first payment on account of such Priority Unsecured Tax Claim will be payable on the Effective Date or (i) after the date on which an order allowing such Priority Unsecured Tax Claim becomes a Final Order or (ii) an agreement relating to the amount and nature of the Priority Unsecured Tax Claim is executed by the Reorganized Debtor and the holder of the Priority Unsecured Tax Claim; *provided, however*, that the Reorganized Debtor shall have the right to pay any Allowed Priority Unsecured Tax Claim, or any remaining balance of such Allowed Priority Unsecured Tax Claim, in full at any time on or after the Effective Date without premium or penalty. There are no known Priority Unsecured Tax Claims in this case.

Class 1 / Ad Valorem Secured Tax Claims. Class 1 shall consist of the Allowed Secured Claims of Ad Valorem Taxing Authorities on the Debtor's real and personal property which accrued on or prior to June 14, 2017 (the "**Class 1 Claims**").

- a. Impairment and Voting. Class 1 Claims are impaired by the Plan. The holders of Class 1 Claims are entitled to vote to accept or reject the Plan.
- b. Treatment. The holders of Class 1 Claims shall be paid in full over sixty (60) months following the Confirmation Date. These creditors shall retain their liens to secure their claims until paid in full under this Plan. The Class 1 Claims shall be paid interest from the Petition Date at the rate of 1% per month from the Petition Date through the Effective Date of the Plan and 12% per annum following the Effective Date until paid in full. Failure to pay post-petition taxes prior to delinquency shall constitute an event of default. All liens shall be retained to secure the taxes owed.

Class 2 / Allowed Priority Unsecured Claims of the Texas State Comptroller. Class 2 shall consist of the Allowed Priority Unsecured Claims of the Texas State Comptroller (the "**Class 2 Claims**").

- a. Impairment and Voting. Class 2 Claims are impaired by the Plan. The holders of Class 2 Claims are entitled to vote to accept or reject the Plan.
- b. Treatment. The holders of Class 2 Claims shall be paid in full over 60 months from the Confirmation Date.

Class 3 / Allowed Priority Unsecured Claims of the IRS. Class 3 shall consist of the Allowed Priority Unsecured Claims of the IRS (the "**Class 3 Claims**").

- a. Impairment and Voting. Class 3 Claims are impaired by the Plan. The holders of Class 3 Claims are entitled to vote to accept or reject the Plan.

- b. Treatment. The holders of Class 3 Claims shall be paid over 60 months from the Confirmation Date.

Class 4 / Allowed Priority Unsecured Claims. Class 4 shall consist of the Allowed Priority Unsecured Claims (the “**Class 4 Claims**”).

- a. Impairment and Voting. Class 4 Claims are impaired by the Plan. The holders of Class 4 Claims are entitled to vote to accept or reject the Plan.
- b. Treatment. The holders of Class 4 Claims shall be paid in full over 60 months from the Confirmation Date..

Class 5 / Allowed General Unsecured Claims. Class 5 shall consist of Allowed General Unsecured Claims.

- a. Impairment and Voting. Class 5 is impaired by the Plan. The holders of Class 5 Claims are entitled to vote to accept or reject the Plan.
- b. Treatment. Each holder of an Allowed General Unsecured Claim (non-insider) shall be paid in full over 60 months from the Effective Date.
- c. Insider claims. Insider claims shall be allowed and paid in full after full satisfaction of all non-insider claims.

Class 6 / Allowed Interests. Class 6 shall consist of all Allowed Interests in the Debtor.

- a. Impairment and Voting. Class 6 is not impaired by the Plan. The holders of Class 6 Interests are not entitled to vote to accept or reject the Plan.
- b. On the Confirmation Date, all Equity Interests shall be retained by the existing equity holders. The Debtor submits this does not violate the absolute priority rule since all creditors will be paid in full.

B. Voting and Impairment of Classes

Voting Classes. Classes of Claims 1, 2, 3, 4, and 5 are impaired by the Plan and shall be entitled to vote to accept or reject the Plan.

Deemed Acceptance. The Class 6 Interests are not impaired.

Confirmability of the Plan. The confirmation requirements of section 1129 of the Bankruptcy Code must be satisfied with respect to the Debtor and the Plan. If the Bankruptcy Court determines that any provision of the Plan is prohibited by the Bankruptcy Code, or renders the Plan not confirmable under section 1129 of the Bankruptcy Code, the Debtor reserves the right to sever such provision from the Plan and to request that the Plan be confirmed as so modified.

ARTICLE III

MEANS OF EXECUTION AND IMPLEMENTATION

3.01. Corporate Existence and Management. On and after the Effective Date, the two entities shall be substantively consolidated and the Debtor shall continue in existence as EAC Enterprises, LLC, a corporation formed under the laws of the State of Texas.

3.02. Vesting of Assets. On and after the Effective Date, all property of both estates shall vest in the Reorganized Debtor. The Reorganized Debtor shall operate its business and may use, acquire and dispose of all such property free of any restrictions of the Bankruptcy Code, the Bankruptcy Rules, and the Bankruptcy Court, and shall be free and clear of all claims liens, debts, liabilities, charges, interests, and other encumbrances except as specifically provided in the Plan or the Confirmation Order.

3.03. Effectuating Documents. The Reorganized Debtor shall be authorized, without any further action of the Bankruptcy Court, without the consent or approval of any other party, and without any further act or action under applicable law, regulation, order or rule, to execute, deliver, file or record such contracts, instruments, release, and other agreements or documents and take such actions, as may be necessary or appropriate to effectuate and further evidence the terms and conditions of the Plan.

3.04. Deadline for Filing Administrative Claims and Professional Fee Administrative Claims. Subject to further order of the Bankruptcy Court, all applications for payment of Professional Fee Administrative Claims shall be filed with the Bankruptcy Court within sixty (60) days of the Effective Date.

3.05. Deadline for Objections to Claims. Any and all objections to claims filed prior to the Effective Date shall be filed with the Bankruptcy Court and served upon the holder of such Claim on or before one and twenty days (120) days after the Effective Date (the “**Claim Objection Bar Date**”) or be forever barred from filing such an objection. The Debtor shall be authorized to settle any objection to a Claim without any additional order of the Bankruptcy Court, requirement to utilize Rule 9019 of the Federal Rules of Bankruptcy Procedure, or to notice any other party in interest. The Debtor shall be the only party entitled to object to the allowance of a Claim. Nothing in any prior order of the Court shall bar an objection to claim from being filed under this Plan.

3.06. Disputed Claim Allowance and Payment. Notwithstanding any other term or condition of the Plan, disputed, unliquidated, and/or contingent Claim to which an objection has been filed prior to the Claim Objection Bar Date, shall be paid only upon allowance in accordance with the provisions of section 502 of the Bankruptcy Code or upon Final Order of the Bankruptcy Court. For purposes of calculating distributions to be made under the Plan the amount of the total Allowed Claims in any Class shall be computed as if any Disputed Claim still outstanding on the date of such distribution had been “allowed” in the full amount thereof. The funds held on account of any Disputed Claim shall be disbursed in accordance with the Final Order which allows or disallows such Claim.

3.07. Substantive Consolidation. Consistent with the substantive consolidation of the individual debtors provided for by this Plan, on the Effective Date, the consolidation of the individual debtors' estates shall be effective and effectuated pursuant to the Confirmation Order without any further action by the stockholders or directors of either of the debtors.

ARTICLE IV

EXECUTORY CONTRACTS AND UNEXPIRED LEASES

4.01. Assumption of Executory Contracts and Unexpired Leases. Debtor shall assume, pursuant to Bankruptcy Code Section 1123(b)(2), by separate Motions and order unexpired leases of non-residential real property and executory contracts prior to the Confirmation Date.

4.02. Payments Related to Assumption of Executory Contracts and Unexpired Leases. Any monetary amounts by which the executory contract and unexpired leases to be assumed pursuant to the Plan are in default ("**Cure Cost**") shall be satisfied, pursuant to section 365(b)(1) of the Bankruptcy Code, by payment on the Effective Date or as soon as practical thereafter, or by such other treatment to which the Debtor and the non-Debtor Party to the executory contract or unexpired lease shall have agreed in writing. Any dispute regarding (i) the nature or amount of the Cure Cost, (ii) the ability of the Debtor to provide "adequate assurance of future performance" (within the meaning of section 365 of the Bankruptcy Code) under the executory contract or unexpired lease to be assumed, or (iii) any other matter pertaining to assumption, such matters shall be determined prior to or at the Confirmation Hearing. Otherwise, the Confirmation Order of the Plan shall be deemed equivalent to a finding by the Bankruptcy Court that the foregoing provisions for curing arrearages and monetary defaults are reasonable and that no additional adequate assurance of future performance need be furnished by the Debtor.

4.03. Rejection of Certain Executory Contracts and Unexpired Leases. All executory contracts and unexpired leases which have not been assumed by the Debtor prior to the Effective Date, or specifically assumed above, shall be deemed **REJECTED** on the Effective Date. The Confirmation Order shall operate as an order of rejection under section 365 of the Bankruptcy Code with respect to all such executory contracts and unexpired leases, including the contracts and leases listed below, to the extent that they are in fact executory contracts. If they are not in fact executory, then the listing herein shall not cause them to have such status. Any executory contract or unexpired lease which is subject to a separate motion to assume or reject shall be governed by the results of that motion.

4.04. Rejection Claims. Unless otherwise indicated herein, agreed upon in writing by the Debtor, or required by Final Order of the Bankruptcy Court, any monetary default or other arrearage due on any rejected contract or lease shall be treated as a Class 5 Claim. The Debtor does not anticipate that there will be any claims resulting from the rejection of executory contracts and/or unexpired leases. However, to the extent a creditor asserts a claim arising from the rejection of an executory contract or unexpired lease unless a prior order specifically directs

otherwise, such creditor must file a proof of such claim with the Bankruptcy Court within twenty-one (21) days of the Effective Date (the “**Rejection Claim Bar Date**”). Any Claim arising from rejection of an executory contract or unexpired leases which is not filed on or prior to the Rejection Claim Bar Date shall be forever barred from participating as a Class 3 Claim. The Debtor shall object to any timely filed proof of claim for rejection damages on or before sixty (60) days after the Rejection Claim Bar Date.

ARTICLE V

GENERAL PROVISIONS

5.01. Modification of Plan. The Debtor may, pursuant to section 1127(a) of the Bankruptcy Code, modify the Plan at any time prior to the entry of the Confirmation Order. After entry of the Confirmation Order, the Debtor may, pursuant to section 1127(b) and (c) of the Bankruptcy Code and with 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 the Plan or in the Confirmation Order, in such manner as may be necessary to carry out the purposes and effect of the Plan, without having to solicit acceptance of such modification.

5.02. Discharge. On and after the Effective Date, the Reorganized Debtor shall be discharged from all claims or other debts that arose prior to the Confirmation Date as set forth in section 1141 of the Bankruptcy Code. Additionally, all persons who have held, currently hold, or may hold a claim, debt, or other liability against the Debtor and its officers, directors, board members and their agents relating to the Debtor’s chapter 11 case or relating to a liability of the Debtor and which arise prior to the Confirmation Date shall be prohibited from asserting such claim against the Debtor and its officers, directors, board members and their agents, except as provided in the Plan or the Confirmation Order, and shall be enjoined from taking any of the following actions on account of any such claim, debt, liability or interest: (i) commencing or continuing in any manner any action or other proceeding against the Debtor or the Debtor’s property or its officers, directors, board members and their agents, (ii) enforcing, attaching, collecting, or recovering in any manner any judgment, award, decree, or order against the Debtor or the Debtor’s property or its officers, directors, board members and their agents, (iii) creating, perfecting, or enforcing any lien or encumbrance against the Debtor or the Debtor’s property, (iv) asserting against the Debtor or the Debtor’s property a setoff, right, or claim of subordination or recoupment of any kind against any debt, liability, or obligation due to the Debtor or its officers, directors, board members and their agents, and (v) commencing or continuing any action, in any manner, in any place, that does not comply with or is inconsistent with the provisions of the Plan.

5.03. Distributions. Except as otherwise provided herein or as ordered by the Bankruptcy Court, distributions to be made on account of Allowed Claims as of the Effective Date shall begin on the Effective Date, or as soon as practicable thereafter, but in any event on or by the fifth day of the first full month subsequent to the Effective Date. Distributions on account of Claims that first become Allowed Claims after the Effective Date shall be made beginning on the fifth day of the first full month subsequent to entry of a Final Order allowing such claim. Cash payments made pursuant to the Plan shall be by the means agreed to by the Debtor and payee, including by check or wire transfer, or, in the absence of an agreement, such

commercially reasonable manner as the Debtor shall determine in its sole discretion. Distributions to holder of Allowed Claims shall be made at the addresses set forth in any Proof of Claim filed by such holder, or if no such Proof of Claim has been filed, to the last known address of such holder or such other address as the holder shall designate in writing.

- a. Payment Dates. Whenever a payment to be made or action to be taken under the Plan is due to be made or taken on a day other than a business day, such payment or action shall instead be made, without accruing interest for such delay, on the next business day.
- b. Minimum Distributions. No payment or distribution of less than ten dollars (\$10.00) shall be made to any holder of a Claim unless a request therefore is made in writing to the Debtor, unless such payment or distribution is the final payment or distribution to be made to such holder under the Plan. All such payments or distributions not meeting the minimum distribution amount shall be held by the Debtor for the benefit of the appropriate claimant and accumulate until such time as the distribution amount payable exceeds the minimum distribution amount.
- c. Unclaimed Distributions. Any distribution under the Plan which remains unclaimed for a period of one year after the initial distribution thereof shall be revested in the Debtor and any entitlement of the holder of such Claim to such distribution shall be extinguished and forever barred.

5.04. Prepayment. Except as otherwise provided in the Plan or the Confirmation Order, the Debtor shall have the right to prepay, without penalty, all or any portion of any Allowed Claim at any time; *provided, however*, that any such prepayment shall not violate or otherwise prejudice the relative priorities and parities among the Classes of Claims.

5.05. Interest, Penalties, and Fees. Except as expressly stated in the Plan, or allowed by Final Order of the Bankruptcy Court, no interest, penalty, or late charge is to be 'allowed' on any Claim subsequent to the Petition Date. No attorneys' fees will be paid with respect to any Claim except as specified in the Plan or as allowed by Final Order of the Bankruptcy Court.

5.06. Binding Effect. Except as otherwise expressly provided in the Plan, on and after the Effective Date, the terms of the Plan shall bind all holders of Claims and Interests, whether or not such holders of Claims and Interests accept the Plan. The rights, duties, and obligations of any Person named or referred to in the Plan shall be binding upon and shall inure to the benefit of such Person and its respective successors and assigns.

5.07. Governing Law. Unless otherwise agreed in writing, or mandated by federal law, the laws of the State of Texas shall govern the construction and implementation of the Plan and any agreements, documents, or instruments executed in connection with the Plan.

5.08. Additional Documents. Except as otherwise provided in the Plan, on or before the Effective Date, the Debtor shall file with the Bankruptcy Court, or execute, as appropriate, such agreements and other documents as may be necessary or appropriate to effectuate and further evidence the terms and conditions of the Plan.

5.09. Notices. Any notice required or permitted under the Plan shall be in writing and served either by (i) certified mail, return receipt requested, postage prepaid, (ii) hand delivery, or (iii) reputable overnight delivery service, freight prepaid, addressed to the following parties:

Keith W. Harvey
The Harvey Law Firm, P.C.
6510 Abrams Road
Suite 280
Dallas, Texas 75231

Arthur Hood, Managing Member
3210 Wyndmere Drive
Richardson, Texas 75082

ARTICLE VI

RETAINED CLAIMS AND CAUSES OF ACTION

6.01 Retained Claims and Causes of Action.

In accordance with section 1123(b) of the Bankruptcy Code, the Debtor shall retain and may enforce all rights to commence and pursue, as appropriate, any and all Claims and Causes of Action, whether arising before or after the Petition Date, including any actions specifically enumerated, and such rights to commence, prosecute, or settle such claims and Causes of Action shall be preserved notwithstanding the occurrence of the Effective Date. The Debtor may pursue such Claims and Causes of Action, as appropriate, in accordance with the best interests of the Debtor. **No Entity may rely on the absence of a specific reference in the Plan or the Disclosure Statement to any Claims or Causes of Action against it as any indication that the Debtor or the Reorganized Debtor will not pursue any and all available Claims and Causes of Action against it. The Debtor or the Reorganized Debtor, as applicable, expressly reserves all rights to prosecute any and all Claims and Causes of Action against any Entity, except as otherwise expressly provided in the Plan.** Unless any Claims and Causes of Action against an Entity are expressly waived, relinquished, exculpated, released, compromised, or settled in the Plan or a Court order, including, without limitation, the Debtor, as applicable, expressly reserves all Claims and Causes of Action, for later adjudication, and, therefore, no preclusion doctrine, including the doctrines of res judicata, collateral estoppel, issue preclusion, claim preclusion, estoppel (judicial, equitable, or otherwise), or laches, shall apply to such Claims and Causes of Action upon, after, or as a consequence of the confirmation or consummation.

In accordance with section 1123(b)(3) of the Bankruptcy Code, except as otherwise provided herein, any Claims and Causes of Action that the Debtor may hold against any Entity shall vest in the Debtor. The Debtor, through its authorized agents or representatives, shall retain and may exclusively enforce any and all such Causes of Action. The Debtor shall have the exclusive right, authority, and discretion to determine and to initiate, file, prosecute, enforce, abandon, settle, compromise, release, withdraw, or litigate to judgment any such Claims and Causes of Action, and to decline to do any of the foregoing without the consent or approval of any third party or further notice to or action, order, or approval of the Court. The retained

Claims and Causes of Action include, without limitation:

- Causes of Action, including Avoidance Claims, as defined in the Plan;
- Objections to Claims and Equity Interests under the Plan;
- Any and all litigation, claims, or Causes of Action of the debtors and any rights, suits, damages, remedies, or obligations, known or unknown, foreseen or unforeseen, existing or hereafter arising, in law, equity, or otherwise, relating to or arising from the acts, omissions, activities, conduct, claims, or Causes of Action listed or described in the Plan, Disclosure Statement, this Exhibit, or the Confirmation Order;
- Any other litigation, claims or Causes of Action, whether legal, equitable or statutory in nature, arising out of, or in connection with the Debtor's businesses, assets or operations or otherwise affecting the Debtor, including, without limitation, possible claims or Causes of Action against the following types of parties for the following types of claims:
 - Possible claims against vendors, customers or suppliers for warranty, indemnity, back charge, set-off issues, overpayment or duplicate payment issues and collections, accounts receivables matters;
 - Possible claims against utilities or other persons or parties for wrongful or improper termination of services to the Debtor;
 - Possible claims for any breaches or defaults arising from the failure of any persons or parties to fully perform under contracts with the Debtor before the assumption or rejection of the subject contracts;
 - Possible claims for deposits or other amounts owed by any creditor, lessor, utility, supplier, vendor, factor or other person;
 - Possible claims for damages or other relief against any party arising out of environmental, asbestos and product liability matters;
 - Actions against insurance carriers relating to coverage, indemnity or other matters;
 - Counterclaims and defenses relating to notes or other obligations;
 - Possible claims against local, state and federal taxing authorities (including, without limitation, any claims for refunds of overpayments);
 - Contract, tort, or equitable claims which may exist or subsequently arise;
 - Any claims of the Debtor arising under Section 362 of the Bankruptcy Code;

- Equitable subordination claims arising under Section 510 of the Bankruptcy Code or other applicable law;
- Any and all claims arising under chapter 5 of the Bankruptcy Code and all similar actions under applicable law, including, but not limited to, preferences under Section 547 of the Bankruptcy Code, turnover Claims arising under Sections 542 or 543 of the Bankruptcy Code, and fraudulent transfers under Section 548 of the Bankruptcy Code, including but not limited, to the transfers listed in Schedules 3(b) and 3(c) of the debtor's Statement of Financial Affairs; and
- Any derivative Causes of Action, of the Debtor or the Debtor in Possession pursuant to the Bankruptcy Code or any other statute or legal theory or theory under equity, including any avoidance or recovery actions under sections 544, 545, 547, 548, 549, 550, 551, and 553 of the Bankruptcy Code, any rights to, claims, or Causes of Action for recovery under any policies of insurance issued to or on behalf of the Debtor or the debtors-in-possession, including without limitation all tax refunds and insurance proceeds, and any rights, Claims, and Causes of Action against any third parties including, without limitation to, any rights, and Causes of Actions, and any other Causes of Action.

6.02 Preservation of All Claims and Causes of Action Not Expressly Settled, Released or Transferred

Unless a Claim or Cause of Action against a creditor or other Entity is expressly waived, relinquished, released, compromised, settled or transferred in the Plan or any other Final Order, the Debtor, as applicable, expressly reserve such Claim or Cause of Action for later pursuit, and, therefore, no preclusion doctrine, including, without limitation, the doctrines of res judicata, collateral estoppel, issue preclusion, claim preclusion, waiver, estoppel (judicial, equitable or otherwise) or laches shall apply to such Claims or Causes of Action upon or after the confirmation date or Effective Date of the Plan based on the Disclosure Statement, the Plan or the Confirmation Order. In addition, the Debtor expressly reserves the right to pursue or adopt any claims of the Debtor or the Debtor in Possession, as trustees for or on behalf of the creditors (and any defenses), not so specifically and expressly waived, relinquished, released, compromised, settled or transferred that are alleged in any lawsuit in which the Debtor is a defendant or an interested party, against any Entity, including, without limitation, the plaintiffs or co-defendants in such lawsuits.

Any Entity to whom the Debtor has incurred an obligation (whether on account of services, purchase or sale of goods, tort, breach of contract or otherwise), or who has received services from the Debtor or a transfer of money or property of the Debtor, or who has transacted business with the Debtor, or leased equipment or property to or from the Debtor should assume that such obligation, transfer, or transaction may be reviewed by the Debtor subsequent to the Effective Date and may, to the extent not theretofore waived, relinquished, released, compromised, settled or transferred, be the subject of an action or claim or demand after the Effective Date, whether or not (a) such Entity has filed a proof of claim against the Debtor in the Chapter 11 Cases, (b) such Entity's proof of claim has been objected to, (c) such Entity's Claim was included in the Debtor's Schedules, or (d) such Entity's scheduled Claim has been objected

to by the Debtor or has been identified by the Debtor as disputed, contingent, or unliquidated.

6.03 Specific Reservation

Without limiting the foregoing reservations of Claims and Causes of Actions, for the avoidance of doubt, the following Claims and Causes of Action are retained by the Debtor and vested in the Debtor, as applicable, pursuant to the Plan:

- a. **EAC Enterprises, LLC and EATGATOR, LLC v. Ivan Pugh.** Ivan Pugh sold the Debtor entities to Arthur Hood, and through such sale, Mr. Pugh warranted that there were no debts. However, once the sale was entered into several thousand dollars of undisclosed unpaid bills owed by the Debtor entities surfaced, leading to this bankruptcy proceeding. A lawsuit ensued and a settlement was entered into prior to the bankruptcy proceeding of the Debtor entities; however, such settlement agreement and its terms are still in dispute. The Debtor entities may have a cause of action to enforce the settlement agreement as well as damages against Mr. Pugh for failure to comply with the settlement terms, as well as tortious interference claims for actions that Mr. Pugh has taken against the Debtor entities both prior and subsequent to the bankruptcy.
- b. **EAC Enterprises, LLC and EATGATOR, LLC v. Casa Linda (Edens) LLC.** Casa Linda (Edens) LLC is the landlord of the Alligator Café, the major asset of the Debtor. The Debtor entities are attempting to resolve any issues that exist between them and the landlord; however, there may a dispute arising from the claimed amounts asserted by the landlord and the Debtor entities, if no agreement is reached.

6.05 Final Decree. Upon the resolution of all Disputed Claims, either by agreement or pursuant to the procedures established in the Plan, and distribution of the first monthly installments, the Debtor shall promptly file a motion for entry of final decree pursuant to Rule 3022 of the Federal Rules of Bankruptcy Procedure.

ARTICLE VII

RETENTION OF JURISDICTION

The Bankruptcy Court shall retain exclusive jurisdiction of all matters arising under, arising out of, or related to, the Chapter 11 Cases, this Plan and the Plan Trust Agreement pursuant to, and for the purposes of, Sections 105(a) and 1142 of the Bankruptcy Code and for, among other things, the following purposes:

- (a) to determine the allowance or classification of Claims and to hear and determine any objections thereto;
- (b) to hear and determine any motions for the assumption, assumption and assignment or rejection of executory contracts or unexpired leases, and the allowance of any Claims resulting therefrom;
- (c) to determine any and all motions, adversary proceedings, applications,

contested matters and other litigated matters in connection with the Chapter 11 Cases that may be pending in the Bankruptcy Court on, or initiated after, the Effective Date;

(d) to enter and implement such orders as may be appropriate in the event the Confirmation Order is for any reason stayed, revoked, modified, or vacated;

(e) to issue such orders in aid of the execution, implementation and consummation of this Plan to the extent authorized by Section 1142 of the Bankruptcy Code or otherwise;

(f) to construe and take any action to enforce this Plan;

(g) to reconcile any inconsistency in any order of the Bankruptcy Court, including, without limitation, the Confirmation Order;

(h) to modify this Plan pursuant to Section 1127 of the Bankruptcy Code, or to remedy any apparent non-material defect or omission in this Plan, or to reconcile any non-material inconsistency in this Plan so as to carry out its intent and purposes;

(i) to hear and determine all applications for compensation and reimbursement of expenses of professionals under Sections 330, 331, and 503(b) of the Bankruptcy Code;

(j) to determine any other requests for payment of Priority Tax Claims, Other Priority Claims or Administrative Expense Claims;

(k) to hear and determine disputes arising in connection with the interpretation, implementation, or enforcement of this Plan;

(l) to consider and act on the compromise and settlement or payment of any Claim against any Debtor or any Estate;

(m) to recover all assets of Debtor and property of the Estates, wherever located;

(n) to consider and act on the compromise and settlement of claims negotiated for the benefit of creditors of the Estates or the Debtor against third party defendants;

(o) to determine all questions and disputes regarding title to the assets of the Debtor or the Estates;

(p) to issue injunctions, enter and implement other orders or to take such other actions as may be necessary or appropriate to restrain interference by any entity with consummation, implementation or enforcement of this Plan or the Confirmation Order;

(q) to remedy any breach or default occurring under this Plan;

(r) to resolve and finally determine all disputes that may relate to, impact on or arise in connection with, this Plan;

(s) to hear and determine matters concerning state, local, and federal taxes in accordance with Sections 346, 505, and 1146 of the Bankruptcy Code (including any requests for expedited determinations under Section 505(b) of the Bankruptcy Code filed, or to be filed, with respect to tax returns for any and all taxable periods ending after the Petition Date through, and including, the Final Distribution Date);

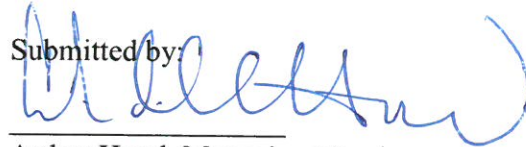
(t) to determine such other matters and for such other purposes as may be provided in the Confirmation Order;

(u) to hear any other matter consistent with the provisions of the Bankruptcy Code; and

(v) to enter a final decree closing the Chapter 11 Cases.

Dated: August 30, 2017.

Submitted by:



Arthur Hood, Managing Member

By: /s/Keith W. Harvey

Keith W. Harvey

State Bar No. 09180100

6510 Abrams Road

Suite 280

Dallas, Texas 75231

(972) 243-3960 Phone

(972) 241-3970 Facsimile

Attorney for the Individual Debtors

EXHIBIT B

Fill in this information to identify the case:Debtor name EAC Enterprises, LLCUnited States Bankruptcy Court for the: EASTERN DISTRICT OF TEXASCase number (if known) 17-41276☐ Check if this is an amended filing**Official Form 206Sum
Summary of Assets and Liabilities for Non-Individuals**

12/15

Part 1: Summary of Assets**1. Schedule A/B: Assets-Real and Personal Property** (Official Form 206A/B)**1a. Real property:**Copy line 88 from *Schedule A/B*..... \$ 0.00**1b. Total personal property:**Copy line 91A from *Schedule A/B*..... \$ 185,500.00**1c. Total of all property:**Copy line 92 from *Schedule A/B*..... \$ 185,500.00**Part 2: Summary of Liabilities****2. Schedule D: Creditors Who Have Claims Secured by Property** (Official Form 206D)Copy the total dollar amount listed in Column A, *Amount of claim*, from line 3 of *Schedule D*..... \$ 0.00**3. Schedule E/F: Creditors Who Have Unsecured Claims** (Official Form 206E/F)**3a. Total claim amounts of priority unsecured claims:**Copy the total claims from Part 1 from line 5a of *Schedule E/F*..... \$ 0.00**3b. Total amount of claims of nonpriority amount of unsecured claims:**Copy the total of the amount of claims from Part 2 from line 5b of *Schedule E/F*..... +\$ 311,297.15**4. Total liabilities**
Lines 2 + 3a + 3b\$ 311,297.15

Fill in this information to identify the case:Debtor name **EAC Enterprises, LLC**United States Bankruptcy Court for the: **EASTERN DISTRICT OF TEXAS**Case number (if known) **17-41276**☐ Check if this is an amended filing**Official Form 206A/B****Schedule A/B: Assets - Real and Personal Property**

12/15

Disclose all property, real and personal, which the debtor owns or in which the debtor has any other legal, equitable, or future interest. Include all property in which the debtor holds rights and powers exercisable for the debtor's own benefit. Also include assets and properties which have no book value, such as fully depreciated assets or assets that were not capitalized. In Schedule A/B, list any executory contracts or unexpired leases. Also list them on *Schedule G: Executory Contracts and Unexpired Leases* (Official Form 206G).

Be as complete and accurate as possible. If more space is needed, attach a separate sheet to this form. At the top of any pages added, write the debtor's name and case number (if known). Also identify the form and line number to which the additional information applies. If an additional sheet is attached, include the amounts from the attachment in the total for the pertinent part.

For Part 1 through Part 11, list each asset under the appropriate category or attach separate supporting schedules, such as a fixed asset schedule or depreciation schedule, that gives the details for each asset in a particular category. List each asset only once. In valuing the debtor's interest, do not deduct the value of secured claims. See the instructions to understand the terms used in this form.

Part 1: Cash and cash equivalents**1. Does the debtor have any cash or cash equivalents?**

- ☐ No. Go to Part 2.
☒ Yes Fill in the information below.

All cash or cash equivalents owned or controlled by the debtor**Current value of debtor's interest****2. Cash on hand****\$1,000.00****3. Checking, savings, money market, or financial brokerage accounts (Identify all)**

Name of institution (bank or brokerage firm)

Type of account

Last 4 digits of account number

3.1. **MidSouth Bank****Checking Account****0382****\$1,000.00****4. Other cash equivalents (Identify all)****5. Total of Part 1.****\$2,000.00**

Add lines 2 through 4 (including amounts on any additional sheets). Copy the total to line 80.

Part 2: Deposits and Prepayments**6. Does the debtor have any deposits or prepayments?**

- ☐ No. Go to Part 3.
☒ Yes Fill in the information below.

7. Deposits, including security deposits and utility deposits

Description, including name of holder of deposit

7.1. **Security Deposits for restaurant premises****\$10,000.00****8. Prepayments, including prepayments on executory contracts, leases, insurance, taxes, and rent**

Description, including name of holder of prepayment

Case number (If known) **17-41276**

\$10,000.00

Part 3: Accounts receivable

11a. 90 days old or less:	<u>4,000.00</u>	-	<u>0.00</u>	=	<u>\$4,000.00</u>
	face amount		doubtful or uncollectible accounts		

\$4,000.00

Part 4: Investments

Part 5: Inventory, excluding agriculture assets

☐ No. Go to Part 6.

☒ Yes Fill in the information below.

	General description	Date of the last physical inventory	Net book value of debtor's interest (Where available)	Valuation method used for current value	Current value of debtor's interest
19.	Raw materials				
20.	Work in progress				
21.	Finished goods, including goods held for resale				
22.	Other inventory or supplies				
	Food and related supplies		\$10,000.00		\$10,000.00
	Liquor		\$0.00		\$5,000.00

\$15,000.00

	Valuation method	Current Value
<input type="checkbox"/> No		
<input type="checkbox"/> Yes. Book value		

Debtor **EAC Enterprises, LLC**
NameCase number (If known) **17-41276**

26. Has any of the property listed in Part 5 been appraised by a professional within the last year?

- ☒ No
☐ Yes

Part 6: Farming and fishing-related assets (other than titled motor vehicles and land)

27. Does the debtor own or lease any farming and fishing-related assets (other than titled motor vehicles and land)?

- ☒ No. Go to Part 7.
☐ Yes Fill in the information below.

Part 7: Office furniture, fixtures, and equipment; and collectibles

38. Does the debtor own or lease any office furniture, fixtures, equipment, or collectibles?

- ☐ No. Go to Part 8.
☒ Yes Fill in the information below.

	General description	Net book value of debtor's interest (Where available)	Valuation method used for current value	Current value of debtor's interest
39.	Office furniture Miscellaneous office furniture: rolling office chair, rolling utility cart, 2-drawer file cabinet, lockers for employees	\$0.00		\$500.00
40.	Office fixtures			
41.	Office equipment, including all computer equipment and communication systems equipment and software Miscellaneous office equipment: shredder; combination printer/scanner/fax; two computers; telephones	\$0.00		\$1,000.00
	Miscellaneous restaurant equipment: 3 POS stations; two televisions; radio receiver.	\$0.00		\$3,000.00

42. **Collectibles** Examples: Antiques and figurines; paintings, prints, or other artwork; books, pictures, or other art objects; china and crystal; stamp, coin, or baseball card collections; other collections, memorabilia, or collectibles43. **Total of Part 7.**

Add lines 39 through 42. Copy the total to line 86.

\$4,500.00

44. Is a depreciation schedule available for any of the property listed in Part 7?

- ☒ No
☐ Yes

45. Has any of the property listed in Part 7 been appraised by a professional within the last year?

- ☒ No
☐ Yes

Part 8: Machinery, equipment, and vehicles

46. Does the debtor own or lease any machinery, equipment, or vehicles?

- ☐ No. Go to Part 9.
☒ Yes Fill in the information below.

Debtor **EAC Enterprises, LLC**
NameCase number (If known) **17-41276**

	General description Include year, make, model, and identification numbers (i.e., VIN, HIN, or N-number)	Net book value of debtor's interest (Where available)	Valuation method used for current value	Current value of debtor's interest
47.	Automobiles, vans, trucks, motorcycles, trailers, and titled farm vehicles			
48.	Watercraft, trailers, motors, and related accessories Examples: Boats, trailers, motors, floating homes, personal watercraft, and fishing vessels			
49.	Aircraft and accessories			
50.	Other machinery, fixtures, and equipment (excluding farm machinery and equipment) Kitchen furnishings and equipment; four fryers; 8x8 walk-in cooler; refrigerator; flat-top grill; two six-burner stove tops with ovens; two stainless steel work tables; two wire-rack shelves; three hand sinks	\$0.00		\$150,000.00

51. **Total of Part 8.**

Add lines 47 through 50. Copy the total to line 87.

\$150,000.0052. **Is a depreciation schedule available for any of the property listed in Part 8?**☒ No☐ Yes53. **Has any of the property listed in Part 8 been appraised by a professional within the last year?**☒ No☐ Yes**Part 9: Real property**54. **Does the debtor own or lease any real property?**☐ No. Go to Part 10.☒ Yes Fill in the information below.55. **Any building, other improved real estate, or land which the debtor owns or in which the debtor has an interest**

Description and location of property Include street address or other description such as Assessor Parcel Number (APN), and type of property (for example, acreage, factory, warehouse, apartment or office building, if available.	Nature and extent of debtor's interest in property	Net book value of debtor's interest (Where available)	Valuation method used for current value	Current value of debtor's interest
55.1. 9540 Garland Road, Suite 362, Dallas Texas 75218	Lease	\$0.00		\$0.00

56. **Total of Part 9.**Add the current value on lines 55.1 through 55.6 and entries from any additional sheets.
Copy the total to line 88.**\$0.00**57. **Is a depreciation schedule available for any of the property listed in Part 9?**☒ No

Debtor **EAC Enterprises, LLC**
NameCase number (If known) **17-41276**☐ Yes58. **Has any of the property listed in Part 9 been appraised by a professional within the last year?**☒ No☐ Yes**Part 10: Intangibles and intellectual property**59. **Does the debtor have any interests in intangibles or intellectual property?**☒ No. Go to Part 11.☐ Yes Fill in the information below.**Part 11: All other assets**70. **Does the debtor own any other assets that have not yet been reported on this form?**

Include all interests in executory contracts and unexpired leases not previously reported on this form.

☐ No. Go to Part 12.☒ Yes Fill in the information below.**Current value of
debtor's interest**71. **Notes receivable**

Description (include name of obligor)

72. **Tax refunds and unused net operating losses (NOLs)**

Description (for example, federal, state, local)

73. **Interests in insurance policies or annuities**74. **Causes of action against third parties (whether or not a lawsuit has been filed)**75. **Other contingent and unliquidated claims or causes of action of every nature, including counterclaims of the debtor and rights to set off claims**76. **Trusts, equitable or future interests in property**77. **Other property of any kind not already listed** *Examples: Season tickets, country club membership***Debtor entered into an agreement to purchase all of the interests of Eat Gator, LLC, including an agreement to a change of business entity for the purpose of transferring its liquor license. Currently, the Debtor is awaiting settlement with the Comptroller to allow change of business entity.****Unknown**78. **Total of Part 11.**

Add lines 71 through 77. Copy the total to line 90.

\$0.0079. **Has any of the property listed in Part 11 been appraised by a professional within the last year?**☒ No☐ Yes

Debtor **EAC Enterprises, LLC**
NameCase number (If known) **17-41276****Part 12: Summary**

In Part 12 copy all of the totals from the earlier parts of the form

Type of property	Current value of personal property	Current value of real property
80. Cash, cash equivalents, and financial assets. <i>Copy line 5, Part 1</i>	\$2,000.00	
81. Deposits and prepayments. <i>Copy line 9, Part 2.</i>	\$10,000.00	
82. Accounts receivable. <i>Copy line 12, Part 3.</i>	\$4,000.00	
83. Investments. <i>Copy line 17, Part 4.</i>	\$0.00	
84. Inventory. <i>Copy line 23, Part 5.</i>	\$15,000.00	
85. Farming and fishing-related assets. <i>Copy line 33, Part 6.</i>	\$0.00	
86. Office furniture, fixtures, and equipment; and collectibles. <i>Copy line 43, Part 7.</i>	\$4,500.00	
87. Machinery, equipment, and vehicles. <i>Copy line 51, Part 8.</i>	\$150,000.00	
88. Real property. <i>Copy line 56, Part 9.....></i>		\$0.00
89. Intangibles and intellectual property. <i>Copy line 66, Part 10.</i>	\$0.00	
90. All other assets. <i>Copy line 78, Part 11.</i>	+ \$0.00	
91. Total. Add lines 80 through 90 for each column	\$185,500.00	+ 91b. \$0.00
92. Total of all property on Schedule A/B. Add lines 91a+91b=92		\$185,500.00

Fill in this information to identify the case:Debtor name **EAC Enterprises, LLC**United States Bankruptcy Court for the: EASTERN DISTRICT OF TEXASCase number (if known) **17-41276**☐ Check if this is an amended filingOfficial Form 206D**Schedule D: Creditors Who Have Claims Secured by Property****12/15****Be as complete and accurate as possible.****1. Do any creditors have claims secured by debtor's property?**

- ☒ No. Check this box and submit page 1 of this form to the court with debtor's other schedules. Debtor has nothing else to report on this form.
- ☐ Yes. Fill in all of the information below.

Fill in this information to identify the case:Debtor name **EAC Enterprises, LLC**United States Bankruptcy Court for the: **EASTERN DISTRICT OF TEXAS**Case number (if known) **17-41276**☐ Check if this is an amended filing**Official Form 206E/F****Schedule E/F: Creditors Who Have Unsecured Claims****12/15**

Be as complete and accurate as possible. Use Part 1 for creditors with PRIORITY unsecured claims and Part 2 for creditors with NONPRIORITY unsecured claims. List the other party to any executory contracts or unexpired leases that could result in a claim. Also list executory contracts on *Schedule A/B: Assets - Real and Personal Property* (Official Form 206A/B) and on *Schedule G: Executory Contracts and Unexpired Leases* (Official Form 206G). Number the entries in Parts 1 and 2 in the boxes on the left. If more space is needed for Part 1 or Part 2, fill out and attach the Additional Page of that Part included in this form.

Part 1: List All Creditors with PRIORITY Unsecured Claims

1. Do any creditors have priority unsecured claims? (See 11 U.S.C. § 507).

☐ No. Go to Part 2.☒ Yes. Go to line 2.

2. List in alphabetical order all creditors who have unsecured claims that are entitled to priority in whole or in part. If the debtor has more than 3 creditors with priority unsecured claims, fill out and attach the Additional Page of Part 1.

		Total claim	Priority amount
2.1	Priority creditor's name and mailing address Comptroller of Public Accounts Revenue Accounting Division Bankruptcy Section PO Box 13528 Austin, TX 78711 Date or dates debt was incurred Last 4 digits of account number Specify Code subsection of PRIORITY unsecured claim: 11 U.S.C. § 507(a) (8)	As of the petition filing date, the claim is: <i>Check all that apply.</i> <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed Basis for the claim: Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	Unknown \$50,000.00
2.2	Priority creditor's name and mailing address Internal Revenue Service Centralized Insolvency Operations P.O. Box 7346 Philadelphia, PA 19101-7346 Date or dates debt was incurred Last 4 digits of account number Specify Code subsection of PRIORITY unsecured claim: 11 U.S.C. § 507(a) (8)	As of the petition filing date, the claim is: <i>Check all that apply.</i> <input type="checkbox"/> Contingent <input checked="" type="checkbox"/> Unliquidated <input checked="" type="checkbox"/> Disputed Basis for the claim: Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	Unknown \$0.00

Part 2: List All Creditors with NONPRIORITY Unsecured Claims

3. List in alphabetical order all of the creditors with nonpriority unsecured claims. If the debtor has more than 6 creditors with nonpriority unsecured claims, fill out and attach the Additional Page of Part 2.

Amount of claim

Debtor	EAC Enterprises, LLC Name	Case number (if known)	17-41276
--------	-------------------------------------	------------------------	-----------------

3.1	Nonpriority creditor's name and mailing address Arthur Hood 3210 Wyndmere Drive Richardson, TX 75082 Date(s) debt was incurred ____ Last 4 digits of account number ____	As of the petition filing date, the claim is: <i>Check all that apply.</i> <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed Basis for the claim: <u>Wages</u> Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	\$110,000.00
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3.2	Nonpriority creditor's name and mailing address ASAH Capital Group, LLC attn: Arthur Hood 3210 Wyndmere Drive Richardson, TX 75082 Date(s) debt was incurred ____ Last 4 digits of account number ____	As of the petition filing date, the claim is: <i>Check all that apply.</i> <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed Basis for the claim: <u>Loan to Business</u> Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	\$80,000.00
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3.3	Nonpriority creditor's name and mailing address Broadcast Music, Inc. 10 Music Square East Nashville, TN 37203 Date(s) debt was incurred ____ Last 4 digits of account number ____	As of the petition filing date, the claim is: <i>Check all that apply.</i> <input checked="" type="checkbox"/> Contingent <input checked="" type="checkbox"/> Unliquidated <input checked="" type="checkbox"/> Disputed Basis for the claim: <u>Business Debt</u> Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	Unknown
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3.4	Nonpriority creditor's name and mailing address Byline Bank attn: Alberto Paracchini, President/CEO 3639 N. Broadway Chicago, IL 60613 Date(s) debt was incurred ____ Last 4 digits of account number ____	As of the petition filing date, the claim is: <i>Check all that apply.</i> <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed Basis for the claim: <u>Business Debt</u> Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	\$3,000.00
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3.5	Nonpriority creditor's name and mailing address Casa Linda (Edens) LLC c/o Legal Department 1221 Main Street, Suite 1000 Columbia, SC 29201 Date(s) debt was incurred ____ Last 4 digits of account number ____	As of the petition filing date, the claim is: <i>Check all that apply.</i> <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed Basis for the claim: <u>Lease on Restaurant Space</u> Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	\$18,000.00
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3.6	Nonpriority creditor's name and mailing address Climate Tech Air Conditioning & Heating LLC attn: Julie Bell 13657 Jupiter Road, Suite 111 Dallas, TX 75238 Date(s) debt was incurred ____ Last 4 digits of account number ____	As of the petition filing date, the claim is: <i>Check all that apply.</i> <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed Basis for the claim: <u>Business Debt</u> Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	\$7,500.00
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3.7	Nonpriority creditor's name and mailing address Erwing Villanueva 3210 Wyndmere Drive Richardson, TX 75082 Date(s) debt was incurred ____ Last 4 digits of account number ____	As of the petition filing date, the claim is: <i>Check all that apply.</i> <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed Basis for the claim: <u>Wages</u> Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	\$12,000.00
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Debtor **EAC Enterprises, LLC**

Name

Case number (if known) **17-41276**

3.8 Nonpriority creditor's name and mailing address

**Intercool, Inc.
2426 Lacy Lane
Carrollton, TX 75006**

Date(s) debt was incurred _

Last 4 digits of account number _

As of the petition filing date, the claim is: *Check all that apply.***\$2,746.70**

- ☐ Contingent
☐ Unliquidated
☐ Disputed

Basis for the claim: **Business Debt**Is the claim subject to offset? ☒ No ☐ Yes

3.9 Nonpriority creditor's name and mailing address

**Small Business Term Loans, Inc.
d/b/a BFS Capital, Assignee
of BOFI Federal Bank
5852 B. Farington Place
Raleigh, NC 27609**Date(s) debt was incurred **6/3/16**

Last 4 digits of account number _

As of the petition filing date, the claim is: *Check all that apply.***\$63,898.00**

- ☐ Contingent
☐ Unliquidated
☐ Disputed

Basis for the claim: **Default Judgment**Is the claim subject to offset? ☒ No ☐ Yes

3.10 Nonpriority creditor's name and mailing address

**Sysco North Texas
800 Trinity Drive
The Colony, TX 75056**

Date(s) debt was incurred _

Last 4 digits of account number _

As of the petition filing date, the claim is: *Check all that apply.***\$14,152.45**

- ☐ Contingent
☐ Unliquidated
☐ Disputed

Basis for the claim: **Business Debt**Is the claim subject to offset? ☒ No ☐ Yes**Part 3: List Others to Be Notified About Unsecured Claims**

4. List in alphabetical order any others who must be notified for claims listed in Parts 1 and 2. Examples of entities that may be listed are collection agencies, assignees of claims listed above, and attorneys for unsecured creditors.

If no others need to be notified for the debts listed in Parts 1 and 2, do not fill out or submit this page. If additional pages are needed, copy the next page.

Name and mailing address

On which line in Part 1 or Part 2 is the related creditor (if any) listed?

Last 4 digits of account number, if any

Part 4: Total Amounts of the Priority and Nonpriority Unsecured Claims

5. Add the amounts of priority and nonpriority unsecured claims.

5a. Total claims from Part 1

5a. \$ **0.00**

5b. Total claims from Part 2

5b. + \$ **311,297.15**

5c. Total of Parts 1 and 2

Lines 5a + 5b = 5c.

5c. \$ **311,297.15**

Fill in this information to identify the case:Debtor name **EAC Enterprises, LLC**United States Bankruptcy Court for the: **EASTERN DISTRICT OF TEXAS**Case number (if known) **17-41276**☐ Check if this is an amended filing**Official Form 206G****Schedule G: Executory Contracts and Unexpired Leases****12/15****Be as complete and accurate as possible. If more space is needed, copy and attach the additional page, number the entries consecutively.****1. Does the debtor have any executory contracts or unexpired leases?**☐ No. Check this box and file this form with the debtor's other schedules. There is nothing else to report on this form.☒ Yes. Fill in all of the information below even if the contacts of leases are listed on *Schedule A/B: Assets - Real and Personal**Property*

(Official Form 206A/B).

2. List all contracts and unexpired leases**State the name and mailing address for all other parties with whom the debtor has an executory contract or unexpired lease**

2.1. State what the contract or lease is for and the nature of the debtor's interest

Restaurant lease of space at 9540 Garland Road, Suite 362, Dallas, Texas 75218

State the term remaining

List the contract number of any government contract

**Casa Linda (Edens) LLC
c/o Legal Department
1221 Main Street, Suite 1000
Columbia, SC 29201**

EXHIBIT C

Fill in this information to identify the case:Debtor name **EATGATOR LLC**United States Bankruptcy Court for the: **EASTERN DISTRICT OF TEXAS**Case number (if known) **17-41296**☐ Check if this is an amended filing**Official Form 206Sum
Summary of Assets and Liabilities for Non-Individuals****12/15****Part 1: Summary of Assets****1. Schedule A/B: Assets-Real and Personal Property** (Official Form 206A/B)

1a. Real property:	
Copy line 88 from <i>Schedule A/B</i>	\$ 0.00
1b. Total personal property:	
Copy line 91A from <i>Schedule A/B</i>	\$ 2,000.00
1c. Total of all property:	
Copy line 92 from <i>Schedule A/B</i>	\$ 2,000.00

Part 2: Summary of Liabilities

2. Schedule D: Creditors Who Have Claims Secured by Property (Official Form 206D)	
Copy the total dollar amount listed in Column A, <i>Amount of claim</i> , from line 3 of <i>Schedule D</i>	\$ 0.00
3. Schedule E/F: Creditors Who Have Unsecured Claims (Official Form 206E/F)	
3a. Total claim amounts of priority unsecured claims:	
Copy the total claims from Part 1 from line 5a of <i>Schedule E/F</i>	\$ 74,062.37
3b. Total amount of claims of nonpriority amount of unsecured claims:	
Copy the total of the amount of claims from Part 2 from line 5b of <i>Schedule E/F</i>	+\$ 78,766.00
4. Total liabilities	
Lines 2 + 3a + 3b	\$ 152,828.37

Fill in this information to identify the case:Debtor name **EATGATOR LLC**United States Bankruptcy Court for the: **EASTERN DISTRICT OF TEXAS**Case number (if known) **17-41296**☐ Check if this is an amended filing**Official Form 206A/B****Schedule A/B: Assets - Real and Personal Property**

12/15

Disclose all property, real and personal, which the debtor owns or in which the debtor has any other legal, equitable, or future interest. Include all property in which the debtor holds rights and powers exercisable for the debtor's own benefit. Also include assets and properties which have no book value, such as fully depreciated assets or assets that were not capitalized. In Schedule A/B, list any executory contracts or unexpired leases. Also list them on *Schedule G: Executory Contracts and Unexpired Leases* (Official Form 206G).

Be as complete and accurate as possible. If more space is needed, attach a separate sheet to this form. At the top of any pages added, write the debtor's name and case number (if known). Also identify the form and line number to which the additional information applies. If an additional sheet is attached, include the amounts from the attachment in the total for the pertinent part.

For Part 1 through Part 11, list each asset under the appropriate category or attach separate supporting schedules, such as a fixed asset schedule or depreciation schedule, that gives the details for each asset in a particular category. List each asset only once. In valuing the debtor's interest, do not deduct the value of secured claims. See the instructions to understand the terms used in this form.

Part 1: Cash and cash equivalents**1. Does the debtor have any cash or cash equivalents?**

- ☐ No. Go to Part 2.
☒ Yes Fill in the information below.

All cash or cash equivalents owned or controlled by the debtor**Current value of debtor's interest****2. Cash on hand****\$1,000.00****3. Checking, savings, money market, or financial brokerage accounts (Identify all)**

Name of institution (bank or brokerage firm)

Type of account

Last 4 digits of account number

3.1. MidSouth Bank**\$1,000.00****4. Other cash equivalents (Identify all)****5. Total of Part 1.****\$2,000.00**

Add lines 2 through 4 (including amounts on any additional sheets). Copy the total to line 80.

Part 2: Deposits and Prepayments**6. Does the debtor have any deposits or prepayments?**

- ☒ No. Go to Part 3.
☐ Yes Fill in the information below.

Part 3: Accounts receivable**10. Does the debtor have any accounts receivable?**

- ☒ No. Go to Part 4.
☐ Yes Fill in the information below.

Part 4: Investments**13. Does the debtor own any investments?**

Debtor **EATGATOR LLC**
NameCase number (If known) **17-41296**

- ☐ No. Go to Part 5.
☐ Yes Fill in the information below.

Part 5: Inventory, excluding agriculture assets

18. Does the debtor own any inventory (excluding agriculture assets)?

- ☐ No. Go to Part 6.
☐ Yes Fill in the information below.

Part 6: Farming and fishing-related assets (other than titled motor vehicles and land)

27. Does the debtor own or lease any farming and fishing-related assets (other than titled motor vehicles and land)?

- ☐ No. Go to Part 7.
☐ Yes Fill in the information below.

Part 7: Office furniture, fixtures, and equipment; and collectibles

38. Does the debtor own or lease any office furniture, fixtures, equipment, or collectibles?

- ☐ No. Go to Part 8.
☐ Yes Fill in the information below.

Part 8: Machinery, equipment, and vehicles

46. Does the debtor own or lease any machinery, equipment, or vehicles?

- ☐ No. Go to Part 9.
☐ Yes Fill in the information below.

Part 9: Real property

54. Does the debtor own or lease any real property?

- ☐ No. Go to Part 10.
☐ Yes Fill in the information below.

Part 10: Intangibles and intellectual property

59. Does the debtor have any interests in intangibles or intellectual property?

- ☐ No. Go to Part 11.
☒ Yes Fill in the information below.

	General description	Net book value of debtor's interest (Where available)	Valuation method used for current value	Current value of debtor's interest
60.	Patents, copyrights, trademarks, and trade secrets			
61.	Internet domain names and websites			
62.	Licenses, franchises, and royalties TABC Permit Food Permit Sales Tax Permit	\$0.00		Unknown

63. Customer lists, mailing lists, or other compilations

64. Other intangibles, or intellectual property

Debtor **EATGATOR LLC**
NameCase number (If known) **17-41296**65. **Goodwill**66. **Total of Part 10.**

Add lines 60 through 65. Copy the total to line 89.

\$0.0067. **Do your lists or records include personally identifiable information of customers** (as defined in 11 U.S.C. §§ 101(41A) and 107?)☒ No☐ Yes68. **Is there an amortization or other similar schedule available for any of the property listed in Part 10?**☒ No☐ Yes69. **Has any of the property listed in Part 10 been appraised by a professional within the last year?**☒ No☐ Yes**Part 11: All other assets****70. Does the debtor own any other assets that have not yet been reported on this form?**

Include all interests in executory contracts and unexpired leases not previously reported on this form.

☒ No. Go to Part 12.☐ Yes Fill in the information below.

Debtor **EATGATOR LLC**
NameCase number (If known) **17-41296****Part 12: Summary**

In Part 12 copy all of the totals from the earlier parts of the form

Type of property	Current value of personal property	Current value of real property
80. Cash, cash equivalents, and financial assets. <i>Copy line 5, Part 1</i>	\$2,000.00	
81. Deposits and prepayments. <i>Copy line 9, Part 2.</i>	\$0.00	
82. Accounts receivable. <i>Copy line 12, Part 3.</i>	\$0.00	
83. Investments. <i>Copy line 17, Part 4.</i>	\$0.00	
84. Inventory. <i>Copy line 23, Part 5.</i>	\$0.00	
85. Farming and fishing-related assets. <i>Copy line 33, Part 6.</i>	\$0.00	
86. Office furniture, fixtures, and equipment; and collectibles. <i>Copy line 43, Part 7.</i>	\$0.00	
87. Machinery, equipment, and vehicles. <i>Copy line 51, Part 8.</i>	\$0.00	
88. Real property. <i>Copy line 56, Part 9.....></i>		\$0.00
89. Intangibles and intellectual property. <i>Copy line 66, Part 10.</i>	\$0.00	
90. All other assets. <i>Copy line 78, Part 11.</i>	+ \$0.00	
91. Total. Add lines 80 through 90 for each column	\$2,000.00	+ 91b. \$0.00
92. Total of all property on Schedule A/B. Add lines 91a+91b=92		\$2,000.00

Fill in this information to identify the case:Debtor name EATGATOR LLCUnited States Bankruptcy Court for the: EASTERN DISTRICT OF TEXASCase number (if known) 17-41296☐ Check if this is an amended filingOfficial Form 206D**Schedule D: Creditors Who Have Claims Secured by Property****12/15****Be as complete and accurate as possible.****1. Do any creditors have claims secured by debtor's property?**

- ☒ No. Check this box and submit page 1 of this form to the court with debtor's other schedules. Debtor has nothing else to report on this form.
- ☐ Yes. Fill in all of the information below.

Fill in this information to identify the case:Debtor name **EATGATOR LLC**United States Bankruptcy Court for the: **EASTERN DISTRICT OF TEXAS**Case number (if known) **17-41296**☐ Check if this is an amended filing**Official Form 206E/F****Schedule E/F: Creditors Who Have Unsecured Claims****12/15**

Be as complete and accurate as possible. Use Part 1 for creditors with PRIORITY unsecured claims and Part 2 for creditors with NONPRIORITY unsecured claims. List the other party to any executory contracts or unexpired leases that could result in a claim. Also list executory contracts on *Schedule A/B: Assets - Real and Personal Property* (Official Form 206A/B) and on *Schedule G: Executory Contracts and Unexpired Leases* (Official Form 206G). Number the entries in Parts 1 and 2 in the boxes on the left. If more space is needed for Part 1 or Part 2, fill out and attach the Additional Page of that Part included in this form.

Part 1: List All Creditors with PRIORITY Unsecured Claims**1. Do any creditors have priority unsecured claims?** (See 11 U.S.C. § 507).☐ No. Go to Part 2.☒ Yes. Go to line 2.**2. List in alphabetical order all creditors who have unsecured claims that are entitled to priority in whole or in part.** If the debtor has more than 3 creditors with priority unsecured claims, fill out and attach the Additional Page of Part 1.

			Total claim	Priority amount
2.1	Priority creditor's name and mailing address City of Dallas Oak Cliff Municipal Center 320 E. Jefferson Blvd, Room 118 Dallas, TX 75203	As of the petition filing date, the claim is: <i>Check all that apply.</i> <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed	\$1,700.00	\$1,700.00
	Date or dates debt was incurred Last 4 digits of account number Specify Code subsection of PRIORITY unsecured claim: 11 U.S.C. § 507(a) (8)	Basis for the claim: Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes		
2.2	Priority creditor's name and mailing address Comptroller of Public Accounts Revenue Accounting Division Bankruptcy Section PO Box 13528 Austin, TX 78711	As of the petition filing date, the claim is: <i>Check all that apply.</i> <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed	\$55,000.00	\$55,000.00
	Date or dates debt was incurred Last 4 digits of account number Specify Code subsection of PRIORITY unsecured claim: 11 U.S.C. § 507(a) (8)	Basis for the claim: Taxes Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes		

Debtor	EATGATOR LLC	Case number (if known)	17-41296
	Name		

2.3	Priority creditor's name and mailing address Internal Revenue Service Centralized Insolvency Operations Philadelphia, PA 19101-7346	As of the petition filing date, the claim is: <i>Check all that apply.</i> <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed	\$17,362.37	Unknown
	Date or dates debt was incurred	Basis for the claim:		
	Last 4 digits of account number	Is the claim subject to offset?		
	Specify Code subsection of PRIORITY unsecured claim: 11 U.S.C. § 507(a) (8)	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes		

Part 2: List All Creditors with NONPRIORITY Unsecured Claims

3. List in alphabetical order all of the creditors with nonpriority unsecured claims. If the debtor has more than 6 creditors with nonpriority unsecured claims, fill out and attach the Additional Page of Part 2.

			Amount of claim	
--	--	--	-----------------	--

3.1	Nonpriority creditor's name and mailing address Arthur Hood 3210 Wyndmere Drive Richardson, TX 75082 Date(s) debt was incurred ____ Last 4 digits of account number ____	As of the petition filing date, the claim is: <i>Check all that apply.</i> <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed Basis for the claim: <u>Personal Loan</u> Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	\$9,800.00	
-----	--	---	-------------------	--

3.2	Nonpriority creditor's name and mailing address Joyce Lindauer 12720 Hillcrest Road, Suite 625 Dallas, TX 75230 Date(s) debt was incurred ____ Last 4 digits of account number ____	As of the petition filing date, the claim is: <i>Check all that apply.</i> <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input checked="" type="checkbox"/> Disputed Basis for the claim: <u>Attorney's Fees</u> Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	\$0.00	
-----	---	--	---------------	--

3.3	Nonpriority creditor's name and mailing address Roberts Cunningham & Stripling, LLP 12222 Merit Drive Suite 800 Dallas, TX 75251 Date(s) debt was incurred ____ Last 4 digits of account number ____	As of the petition filing date, the claim is: <i>Check all that apply.</i> <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed Basis for the claim: <u>Attorney Fees</u> Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	\$68.00	
-----	--	---	----------------	--

3.4	Nonpriority creditor's name and mailing address Small Business Term Loans, Inc. d/b/a BFS Capital, Assignee of BOFI Federal bank 5852 B Farington Place Raleigh, NC 27609 Date(s) debt was incurred ____ Last 4 digits of account number ____	As of the petition filing date, the claim is: <i>Check all that apply.</i> <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed Basis for the claim: <u>Default judgment</u> Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	\$68,898.00	
-----	---	--	--------------------	--

Part 3: List Others to Be Notified About Unsecured Claims

4. List in alphabetical order any others who must be notified for claims listed in Parts 1 and 2. Examples of entities that may be listed are collection agencies, assignees of claims listed above, and attorneys for unsecured creditors.

If no others need to be notified for the debts listed in Parts 1 and 2, do not fill out or submit this page. If additional pages are needed, copy the next page.

Name and mailing address	On which line in Part 1 or Part 2 is the related creditor (if any) listed?	Last 4 digits of account number, if any
---------------------------------	---	--

Debtor **EATGATOR LLC**

Name

Case number (if known) **17-41296****Part 4: Total Amounts of the Priority and Nonpriority Unsecured Claims****5. Add the amounts of priority and nonpriority unsecured claims.****5a. Total claims from Part 1****5b. Total claims from Part 2****5c. Total of Parts 1 and 2**

Lines 5a + 5b = 5c.

Total of claim amounts	
5a.	\$ 74,062.37
5b. +	\$ 78,766.00
5c.	\$ 152,828.37

Fill in this information to identify the case:Debtor name EATGATOR LLCUnited States Bankruptcy Court for the: EASTERN DISTRICT OF TEXASCase number (if known) 17-41296☐ Check if this is an amended filing**Official Form 206G****Schedule G: Executory Contracts and Unexpired Leases****12/15****Be as complete and accurate as possible. If more space is needed, copy and attach the additional page, number the entries consecutively.****1. Does the debtor have any executory contracts or unexpired leases?**☒ No. Check this box and file this form with the debtor's other schedules. There is nothing else to report on this form.☐ Yes. Fill in all of the information below even if the contacts of leases are listed on *Schedule A/B: Assets - Real and Personal* (Official Form 206A/B).*Property***2. List all contracts and unexpired leases****State the name and mailing address for all other parties with whom the debtor has an executory contract or unexpired lease**

2.1 State what the contract or lease is for and the nature of the debtor's interest

State the term remaining

List the contract number of any government contract _____

2.2 State what the contract or lease is for and the nature of the debtor's interest

State the term remaining

List the contract number of any government contract _____

2.3 State what the contract or lease is for and the nature of the debtor's interest

State the term remaining

List the contract number of any government contract _____

2.4 State what the contract or lease is for and the nature of the debtor's interest

State the term remaining

List the contract number of any government contract _____

Fill in this information to identify the case:Debtor name **EATGATOR LLC**United States Bankruptcy Court for the: **EASTERN DISTRICT OF TEXAS**Case number (if known) **17-41296**☐ Check if this is an amended filing**Official Form 206H
Schedule H: Your Codebtors****12/15**

Be as complete and accurate as possible. If more space is needed, copy the Additional Page, numbering the entries consecutively. Attach the Additional Page to this page.

1. Do you have any codebtors?☐ No. Check this box and submit this form to the court with the debtor's other schedules. Nothing else needs to be reported on this form.☒ Yes

2. In Column 1, list as codebtors all of the people or entities who are also liable for any debts listed by the debtor in the schedules of creditors, Schedules D-G. Include all guarantors and co-obligors. In Column 2, identify the creditor to whom the debt is owed and each schedule on which the creditor is listed. If the codebtor is liable on a debt to more than one creditor, list each creditor separately in Column 2.

*Column 1: Codebtor**Column 2: Creditor***Name****Mailing Address****Name***Check all schedules that apply:*

2.1 **Arthur Hood** **3210 Wyndmere Drive
Richardson, TX 75082**

**Comptroller of Public
Accounts**

☐ D _____
☒ E/F **2.2**
☐ G _____

2.2 **Arthur Hood** **3210 Wyndmere Drive
Richardson, TX 75082**

**Internal Revenue
Service**

☐ D _____
☒ E/F **2.3**
☐ G _____

2.3 **EAC Enterprises,
LLC** **3210 Wyndmere Drive
Richardson, TX 75082**

**Internal Revenue
Service**

☐ D _____
☒ E/F **2.3**
☐ G _____

2.4 **EAC Enterprises,
LLC** **3210 Wyndmere Drive
Richardson, TX 75082**

**Small Business Term
Loans, Inc.**

☐ D _____
☒ E/F **3.4**
☐ G _____

EXHIBIT D

EAC Enterprises, LLC / EATGATOR LLC
CLAIMS ANALYSIS

Creditor	Schedules		Proofs of Claim				Estimated Liability			
	Priority	Unsecured	Administrative	Secured	Priority	Unsecured	Administrative	Secured	Priority	Unsecured
Totals From EATGATOR LLC:										
Outside Claims	74,062	68,966	81	-	1,432	41,599	81		75,494	110,565
Insider Claims		9,800								9,800
Totals From EAC Enterprises LLC										
Outside Claims		109,297		5,577		17,188		5,577		126,485
Insider Claims		202,000								202,000
Totals From Both Debtors										
Outside Claims	74,062	178,263	81	5,577	1,432	58,787	81	5,577	75,494	237,050
Less Objections / Duplicates:										
Sysco - EAC (Schedules)		(14,152)								(14,152)
Small Business Loan - EAC (Dupl)		(63,898)								(63,898)
Adjusted Outside Claims	74,062	100,213	81	5,577	1,432	58,787	81	5,577	75,494	159,000
Insider Claims		211,800								211,800

**EATGATOR LLC
CLAIMS ANALYSIS**

Creditor	Schedules		Proofs of Claim			Estimated Liability		
	Priority	Unsecured	Administrative	Priority	Unsecured	Administrative	Priority	Unsecured
City of Dallas	1,700						1,700	
Texas Comptroller	55,000						55,000	
IRS	17,362						17,362	
Arthur Hood		9,800						9,800
Joyce Lindauer		-						-
Roberts Cunningham		68						68
Small Business Loan		68,898						68,898
TWC (Claim # 1)				1,432	81		1,432	81
Sysco USA (Claim # 2)					22,291			22,291
Ty1 Data (Claim # 3)					13,685			13,685
Atmos Energy (Claim # 4)					1,542			1,542
U. S. Trustee (Claim # 5)					3,900			3,900
TWC (Claim # 6)			81			81		
City of Dallas (Claim # 7)					100			100
	74,062	78,766	81	1,432	41,599	81	75,494	120,365
1 - Insider Claim		9,800						9,800
Other Claims	74,062	68,966	81	1,432	41,599	81	75,494	110,565

EAC Enterprises, LLC
CLAIMS ANALYSIS

Creditor	Schedules		Proofs of Claim			Estimated Liability		
	Priority	Unsecured	Secured	Priority	Unsecured	Secured	Priority	Unsecured
Texas Comptroller	-							
IRS	-							
Arthur Hood		110,000						110,000 I
ASAH Capital Group		80,000						80,000 I
Broadcast Music		-						-
Byline Bank		3,000						3,000
Casa Linda (Edens)		18,000						18,000
Climate Tech Air		7,500						7,500
Erwing Villanueva		12,000						12,000 I
Intercool		2,747						2,747
Small Business Term Loan		63,698						63,698
Sysco North Texas		14,152						14,152
Dallas County (Claim #1)			5,577			5,577		
Joyce Lindauer (Claim #2)					1,087			1,087
Joyce Lindauer (Claim #3)					4,697			4,697
TriData / Datalink (Claim #4)					8,800			8,800
US Trustee (Claim #5)					2,604			2,604
	-	311,297	5,577	-	12,188	5,577	-	328,485
1 - Insider Claims		202,000						202,000
Other Claims		109,297	5,577		17,188	5,577		126,485

EXHIBIT E

B 25C (Official Form 25C) (12/08)

UNITED STATES BANKRUPTCY COURT

Eastern District of Texas

In re **EAC 9540 Enterprises, LLC**
DebtorCase No. **17-41276**

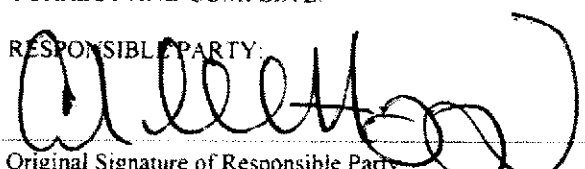
Small Business Case under Chapter 11

SMALL BUSINESS MONTHLY OPERATING REPORT

Month: **June 2017**Date filed: **06/14/2017**Line of Business: **Restaurant**NAISC Code: **722511**

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.

RESPONSIBLE PARTY:


Original Signature of Responsible Party

Arthur Hood

Printed Name of Responsible Party

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

	Yes	No
1. IS THE BUSINESS STILL OPERATING?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. HAVE YOU PAID ALL YOUR BILLS ON TIME THIS MONTH?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. DID YOU PAY YOUR EMPLOYEES ON TIME?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. HAVE YOU DEPOSITED ALL THE RECEIPTS FOR YOUR BUSINESS INTO THE DIP ACCOUNT THIS MONTH?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5. HAVE YOU FILED ALL OF YOUR TAX RETURNS AND PAID ALL OF YOUR TAXES THIS MONTH?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. HAVE YOU TIMELY FILED ALL OTHER REQUIRED GOVERNMENT FILINGS?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
7. HAVE YOU PAID ALL OF YOUR INSURANCE PREMIUMS THIS MONTH?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
8. DO YOU PLAN TO CONTINUE TO OPERATE THE BUSINESS NEXT MONTH?	<input type="checkbox"/>	<input type="checkbox"/>
9. ARE YOU CURRENT ON YOUR QUARTERLY FEE PAYMENT TO THE U.S. TRUSTEE?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
10. HAVE YOU PAID ANYTHING TO YOUR ATTORNEY OR OTHER PROFESSIONALS THIS MONTH?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
11. DID YOU HAVE ANY UNUSUAL OR SIGNIFICANT UNANTICIPATED EXPENSES THIS MONTH?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
12. HAS THE BUSINESS SOLD ANY GOODS OR PROVIDED SERVICES OR TRANSFERRED ANY ASSETS TO ANY BUSINESS RELATED TO THE DIP IN ANY WAY?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
13. DO YOU HAVE ANY BANK ACCOUNTS OPEN OTHER THAN THE DIP ACCOUNT?	<input type="checkbox"/>	<input checked="" type="checkbox"/>



B 25C (Official Form 25C) (12/08)

- | | | |
|---|-------------------------------------|-------------------------------------|
| 14. HAVE YOU SOLD ANY ASSETS OTHER THAN INVENTORY THIS MONTH? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 15. DID ANY INSURANCE COMPANY CANCEL YOUR POLICY THIS MONTH? | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 16. HAVE YOU BORROWED MONEY FROM ANYONE THIS MONTH? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 17. HAS ANYONE MADE AN INVESTMENT IN YOUR BUSINESS THIS MONTH? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 18. HAVE YOU PAID ANY BILLS YOU OWED BEFORE YOU FILED BANKRUPTCY? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

TAXES

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.

*(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.)*

TOTAL INCOME \$ 39,634.40

SUMMARY OF CASH ON HAND

Cash on Hand at Start of Month \$ 2,000.00

Cash on Hand at End of Month \$ 10,398.82

PLEASE PROVIDE THE TOTAL AMOUNT OF CASH CURRENTLY AVAILABLE TO YOU **TOTAL** \$ 10,398.82

*(Exhibit B)***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.)*

TOTAL EXPENSES \$ 31,235.58

(Exhibit C)

Detail to supplement this report

CASH PROFIT

INCOME FOR THE MONTH *(TOTAL FROM EXHIBIT B)* \$ 39,634.40

EXPENSES FOR THE MONTH *(TOTAL FROM EXHIBIT C)* \$ 31,235.58

(Subtract Line C from Line B)

CASH PROFIT FOR THE MONTH \$ 8,398.82

B 25C (Official Form 25C) (12/08)

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.)*

TOTAL PAYABLES \$ 2,531.64

(Exhibit D)

Sales Tax Collected for June

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 MONEY, HOW MUCH IS OWED AND WHEN IS PAYMENT DUE. *(THE U.S. TRUSTEE MAY WAIVE THIS REQUIREMENT.)*

TOTAL RECEIVABLES \$ 0.00

*(Exhibit E)***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)

TO BE PROVIDED

EMPLOYEES

NUMBER OF EMPLOYEES WHEN THE CASE WAS FILED?	<u>14</u>
NUMBER OF EMPLOYEES AS OF THE DATE OF THIS MONTHLY REPORT?	<u>14</u>

PROFESSIONAL FEES*BANKRUPTCY RELATED:*

PROFESSIONAL FEES RELATING TO THE BANKRUPTCY CASE PAID DURING THIS REPORTING PERIOD?

\$ None

TOTAL PROFESSIONAL FEES RELATING TO THE BANKRUPTCY CASE PAID SINCE THE FILING OF THE CASE?

\$ None

NON-BANKRUPTCY RELATED:

PROFESSIONAL FEES NOT RELATING TO THE BANKRUPTCY CASE PAID DURING THIS REPORTING PERIOD?

\$ None

TOTAL PROFESSIONAL FEES NOT RELATING TO THE BANKRUPTCY CASE PAID SINCE THE FILING OF THE CASE?

\$ None

B 25C (Official Form 25C) (12/08)

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	\$ _____	\$ 39,634.40	\$ _____
EXPENSES	\$ _____	\$ 31,235.58	\$ _____
CASH PROFIT	\$ _____	\$ 8,398.82	\$ _____

TOTAL PROJECTED INCOME FOR THE NEXT MONTH: \$ _____

TOTAL PROJECTED EXPENSES FOR THE NEXT MONTH: \$ _____

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.

1:34 PM

EAC 9540 Enterprises, LLC**Balance Sheet****As of June 30, 2017**

07/25/17

Accrual Basis

	Jun 30, 17
ASSETS	
Current Assets	
Checking/Savings	
10000 · Cash	
10100 · Checking	9,398.82
10200 · Cash on Hand	1,000.00
Total 10000 · Cash	10,398.82
Total Checking/Savings	10,398.82
Other Current Assets	
11000 · Accounts Receivable	4,000.00
12000 · Security Deposit	10,000.00
13000 · Inventory	
13010 · Inventory - Food & Related Supp	10,000.00
13015 · Inventory - Liquor	5,000.00
Total 13000 · Inventory	15,000.00
Total Other Current Assets	29,000.00
Total Current Assets	39,398.82
Fixed Assets	
15000 · Furniture and Equipment	
15010 · Office Furniture	500.00
15020 · Office Fixtures	1,000.00
15030 · Misc. Restaurant Equipment	3,000.00
15040 · Kitchen Furnishing & Equip.	150,000.00
Total 15000 · Furniture and Equipment	154,500.00
Total Fixed Assets	154,500.00
TOTAL ASSETS	193,898.82
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Other Current Liabilities	
25000 · Priority Unsecured Claims	
25015 · Comptroller of Public Accts.	50,000.00
Total 25000 · Priority Unsecured Claims	50,000.00
25200 · Nonpriority Unsecured Claims	
25210 · Unpaid Wages	122,000.00
25215 · Business Debt	27,399.15
25220 · ASAH Capital Group - Loan	80,000.00
25225 · Lease Payable	18,000.00
25230 · Default Judgement	63,898.00
Total 25200 · Nonpriority Unsecured Claims	311,297.15
Total Other Current Liabilities	361,297.15
Total Current Liabilities	361,297.15
Total Liabilities	361,297.15
Equity	
30200 · Member Equity	(175,797.15)
Net Income	8,398.82
Total Equity	(167,398.33)
TOTAL LIABILITIES & EQUITY	193,898.82

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Accrual Basis

EAC 9540 Enterprises, LLC

Balance Sheet

As of June 14, 2017

	Jun 14, 17
ASSETS	
Current Assets	
Checking/Savings	
10000 · Cash	
10100 · Checking	1,000.00
10200 · Cash on Hand	1,000.00
Total 10000 · Cash	2,000.00
Total Checking/Savings	2,000.00
Other Current Assets	
11000 · Accounts Receivable	4,000.00
12000 · Security Deposit	10,000.00
13000 · Inventory	
13010 · Inventory - Food & Related Supp	10,000.00
13015 · Inventory - Liquor	5,000.00
Total 13000 · Inventory	15,000.00
Total Other Current Assets	29,000.00
Total Current Assets	31,000.00
Fixed Assets	
15000 · Furniture and Equipment	
15010 · Office Furniture	500.00
15020 · Office Fixtures	1,000.00
15030 · Misc. Restaurant Equipment	3,000.00
15040 · Kitchen Furnishing & Equip.	150,000.00
Total 15000 · Furniture and Equipment	154,500.00
Total Fixed Assets	154,500.00
TOTAL ASSETS	185,500.00
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Other Current Liabilities	
25000 · Priority Unsecured Claims	
25015 · Comptroller of Public Accts.	50,000.00
Total 25000 · Priority Unsecured Claims	50,000.00
25200 · Nonpriority Unsecured Claims	
25210 · Unpaid Wages	122,000.00
25215 · Business Debt	27,399.15
25220 · ASAH Capital Group - Loan	80,000.00
25225 · Lease Payable	18,000.00
25230 · Default Judgement	63,898.00
Total 25200 · Nonpriority Unsecured Claims	311,297.15
Total Other Current Liabilities	361,297.15
Total Current Liabilities	361,297.15
Total Liabilities	361,297.15
Equity	
30200 · Member Equity	(175,797.15)
Total Equity	(175,797.15)
TOTAL LIABILITIES & EQUITY	185,500.00

EAC 9540 Enterprises and EatGator**Post Petition Income Statement for June 2017**

	JUNE 2017						
SALES	Total	Pre-Petition	Post-Petition	Eat Gator LLC	EAC 9540 LLC	Total	
FOOD	74,205.51	37,102.76	37,102.76		37,102.76	37,102.76	A
BAR	11,284.76	5,642.38	5,642.38	5,642.38		5,642.38	A
SubTotal	85,490.27	42,745.14	42,745.14	5,642.38	37,102.76	42,745.14	
TAX	6,516.46	3,258.23	3,258.23	726.59	2,531.64	3,258.23	B
TOTAL	92,006.73	46,003.37	46,003.37	6,368.97	39,634.40	46,003.37	
EXPENSES							
SALES TAX	5,878.37	2,939.19	2,939.19		2,939.19	2,939.19	A
MB SALES TAX	931.01	465.51	465.51	465.51		465.51	A
MB GROSS RECEIPTS	756.10	378.05	378.05	378.05		378.05	A
PAYROLL TAXES	7,628.23	3,814.12	3,814.12	503.46	3,310.65	3,814.12	C
PAYCHECKS	20,925.34	10,462.67	10,462.67	1,381.07	9,081.60	10,462.67	C
PAYROLL PROCESSING	151.00	75.50	75.50	9.97	65.53	75.50	C
CC PROCESSING	2,028.24	1,014.12	1,014.12	133.86	880.26	1,014.12	C
CASA LINDA EDENS	5,653.21	2,826.61	2,826.61	373.11	2,453.49	2,826.61	C
PERMITS/LICENSES	0.00	-	-	-	-	-	C
INSURANCE	0.00	-	-	-	-	-	C
ELECTRIC	1,165.95	582.98	582.98	76.95	506.02	582.98	C
GAS	863.02	431.51	431.51	56.96	374.55	431.51	C
WATER	411.01	205.51	205.51	27.13	178.38	205.51	C
ATT BUNDLE	578.39	289.20	289.20	38.17	251.02	289.20	C
CELL PHONES	423.99	212.00	212.00	27.98	184.01	212.00	C
ADT SECURITY	0.00	-	-	-	-	-	C
EQUIP LEASE	818.75	409.38	409.38	54.04	355.34	409.38	C
PEST CONTROL	77.40	38.70	38.70	5.11	33.59	38.70	C
GREASE TRAP	0.00	-	-	-	-	-	C
TOG /WASTE	244.47	122.24	122.24	16.14	106.10	122.24	C
REPAIR/MAINT	982.28	491.14	491.14	64.83	426.31	491.14	C
LINEN	460.05	230.03	230.03	30.36	199.66	230.03	C
OFFICE SUPPLY	67.08	33.54	33.54	4.43	29.11	33.54	C
CONTRACT LABOR	96.20	48.10	48.10	6.35	41.75	48.10	C
LEGAL & ACCOUNTING	0.00	-	-	-	-	-	C
ADVERTISING	0.00	-	-	-	-	-	C
BANDS	2,655.00	1,327.50	1,327.50	175.23	1,152.27	1,327.50	C
FOOD	18,551.23	9,275.62	9,275.62	1,224.38	8,051.23	9,275.62	C

EAC 9540 Enterprises and EatGator**Post Petition Income Statement for June 2017**

SALES	JUNE 2017						
	Total	Pre-Petition	Post-Petition	Eat Gator LLC	EAC 9540 LLC	Total	
NON-FOOD SUPPLIES	1,123.78	561.89	561.89	74.17	487.72	561.89	C
LIQ-BEER-WINE	3,049.08	1,524.54	1,524.54	1,524.54	0	1,524.54	A
ECOLAB PRODUCT	243.56	121.78	121.78	16.07	105.71	121.78	C
NuCO2 PRODUCT	0.00	-	-	-	-	-	C
MISC EXPENSE	50.89	25.45	25.45	3.36	22.09	25.45	C
TOTAL	75,813.63	37,906.82	37,906.82	6,671.23	31,235.58	37,906.82	
NET PROFIT	\$ 16,193.10	\$ 8,096.55	\$ 8,096.55	\$ (302.27)	\$ 8,398.82	\$ 8,096.55	

Notes:

General - Since the Debtors filed mid-month in June (14th and 16th), the June activity has been allocated 1/2 to the post-petition period for this report.

A - These revenue and expense items are specifically identified as relating to one Debtor or the other Debtor.

B - This item has been allocated based upon the sales tax payment ratio, incorporating the gross receipt tax which applies only to bar sales.

C - These expense items have been allocated based upon the ratio of food sales and bar sales to total sales.

EXHIBIT F

EATGATOR LLC
EAC Enterprises, LLC
Five Year Projection

	2018	2019	2020	2021	2022	Totals
Beginning Cash Balance	50,000	7,273	29,827	51,980	32,334	50,000
Operations:						
Receipts:						
Food Sales	984,496	984,496	984,496	984,496	984,496	4,922,480
Liquor Sales	163,472	163,472	163,472	163,472	163,472	817,360
Sales Tax Collections	90,804	90,804	90,804	90,804	90,804	454,020
Total Receipts	<u>1,238,772</u>	<u>1,238,772</u>	<u>1,238,772</u>	<u>1,238,772</u>	<u>1,238,772</u>	<u>6,193,860</u>
Disbursements:						
Food Purchases	316,023	316,023	316,023	316,023	316,023	1,580,115
Liquor Purchases	37,860	37,860	37,860	37,860	37,860	189,300
Sales Tax Payments	102,313	102,313	102,313	102,313	102,313	511,565
Payroll Related	385,576	385,576	385,576	385,576	385,576	1,927,880
Payroll - Owner	120,000	120,000	120,000	120,000	120,000	600,000
Building Rent	67,840	67,840	67,840	67,840	67,840	339,200
Utilities	37,356	37,356	37,356	37,356	37,356	186,780
Insurance	8,512	8,512	8,512	8,512	8,512	42,560
Equipment Leases	9,800	9,800	9,800	9,800	9,800	49,000
Bands / Entertainment	32,040	32,040	32,040	32,040	32,040	160,200
Advertising	11,200	11,200	11,200	11,200	11,200	56,000
Maintenance	12,024	12,024	12,024	12,024	12,024	60,120
Supplies	24,484	24,484	24,484	24,484	24,484	122,420
Miscellaneous	5,176	5,176	5,176	5,176	5,176	25,880
Total Disbursements	<u>1,170,204</u>	<u>1,170,204</u>	<u>1,170,204</u>	<u>1,170,204</u>	<u>1,170,204</u>	<u>5,851,020</u>
Net Profit / (Loss) From Operations	68,568	68,568	68,568	68,568	68,568	342,840
Bankruptcy Related Payments:						
Administrative Claims	81					81
Professional Fee Administrative Claims	66,000					66,000
Priority Unsecured Tax Claims	626	626	626	626	626	3,132
Ad Valorem Secured Tax Claims	1,115	1,115	1,115	1,115	1,115	5,577
Texas Comptroller Tax Claims	11,000	11,000	11,000	11,000	11,000	55,000
Internal Revenue Tax Claim	3,472	3,472	3,472	3,472	3,472	17,362
Allowed Priority Unsecured Claims						-
Allowed General Unsecured Claims	30,000	30,000	30,000	30,000	38,900	158,900
Insider General Unsecured Claims	-	-	-	42,000	42,000	84,000
Total Bankruptcy Related Pmts	<u>111,295</u>	<u>46,214</u>	<u>46,214</u>	<u>88,214</u>	<u>97,114</u>	<u>389,052</u>
Ending Cash Balance	<u>7,273</u>	<u>29,827</u>	<u>51,980</u>	<u>32,334</u>	<u>3,788</u>	<u>3,788</u>

EXHIBIT G

**EAC Enterprises, LLC
EATGATOR, LLC
Liquidation Analysis**

Funds Available Upon Liquidation

Sale of Personal Property (75% of Scheduled Amount)	\$	120,375.00
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Additional Chapter 7 Administrative Expenses

Chapter 7 Trustee Fees	(9,269.00)
Counsel for Chapter 7 Trustee	(10,000.00)

Chapter 11 Administrative Expenses

Professional Fees	(30,000.00)
Other Administrative Expenses	(81.00)

Pre-Petition Liabilities

Secured Debt	(5,577.00)
Priority Debt	(75,494.00)

Available Funds for Unsecured Creditors	\$	(10,046.00)
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Unsecured Creditors:

Non-Insider Claims	169,000.00
Insider Claims	211,800.00

Total Unsecured Claims	\$	370,800.00
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Funds Available for Unsecured in Liquidation	\$	-
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