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

**IN RE:**

**BAERG REAL PROPERTY TRUST,  
  
Debtor.**

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**CASE NO. 16-33793-bjh-11  
Chapter 11**

**DISCLOSURE STATEMENT  
DATED JANUARY 22, 2017**

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**ARTICLE I**  
**INTRODUCTION**  
**Identity of the Debtor**

**1.01** Debtor Baerg Real Property Trust, filed a voluntary petition for reorganization under Chapter 11 of the United States Bankruptcy Code, 11 U.S.C. Section 101, et seq. ("**Code**") in the United States Bankruptcy Court for the Northern District of Texas, Dallas Division ("**Court**"), initiating the above-styled and referenced bankruptcy proceedings. The Debtor is operating its business as **Debtor-in-Possession** pursuant to Sections 1107 and 1108 of the **Code**. Any reference to plan proponents is to this operating Debtor.

**Purpose of This Disclosure; Sources of Information**

**1.02** **Debtor** submits this Disclosure 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, **Debtor** in order to arrive at an intelligent, reasonably informed decision in exercising the right to vote for acceptance or rejection of the **Debtor's 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 describes the operations of the **Debtor** contemplated under the **Plan**. Any accounting information contained herein has been provided by the **Debtor** and has been prepared using the cash method of accounting.

The Debtor is reviewing claims and will continue to do so. Debtor does anticipate objecting to deficiency claims if they appear over stated but those issues can be handled through the claims objection process.

**Explanation of Chapter 11**

**1.03** 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 trust beneficiaries. Formulation of a plan of reorganization is the principal purpose of a Chapter 11 reorganization case. A plan of reorganization sets forth the means for satisfying claims against and interests in the debtor. After a plan of reorganization has been filed, it must be accepted by holders of claims against, or interests in, the debtor. Section 1125 of the **Code** requires full disclosure before solicitation of acceptances of a plan of reorganization. This Disclosure is presented to **Claimants** to satisfy the requirements of Section 1125 of the **Code**.

**Explanation of the Process of Confirmation**

**1.04** 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 **Trust Beneficiaries** may not be less than such parties would receive if the debtor were liquidated under Chapter 7 of the **Code**.

**1.05** Acceptance of the plan by the **Creditors** and **Trust Beneficiaries** 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 Trust Beneficiaries 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.

In this case, the Creditors will be voting by class.

**1.06** 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**.

**1.07 Confirmation** of the plan discharges the Debtor from all of its 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, Trust Beneficiaries, and other parties-in-interest, regardless of whether or not they have accepted the plan.

### **Voting Procedures**

**1.08 Unimpaired Class**. There are no unimpaired Classes under the **Plan**.

**1.09 Impaired Classes**. The Classes 1-8 **Claimants** are impaired as defined by Section 1124 of the **Code**. The **Debtor** is seeking the acceptance of the **Plan** by **Claimants** in their **Classes** 1-8. Each holder of an **Allowed Claim** in **Classes** 1-8 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, Joyce Lindauer, Attorney at Law, 12720 Hillcrest Suite 625, Dallas, TX 75230. 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 interest of the **Debtor's** Creditors. Accordingly, the proposed plan must provide the **Debtor's** Creditors with more than they would receive in a Chapter 7 liquidation. Accordingly, since the **Plan** proposes to pay all Secured Creditors' allowed Secured Claims in full by sale of their collateral or cash payments based on the value of their collateral retained and the Unsecured Creditors are being paid in full, Debtor believe that the Creditors are receiving more than they would receive in a Chapter 7 liquidation. Without the continued operation of the Debtor's business or the possible future sale of the Debtor's four (4) apartment complexes, there would be no cash funds to pay Unsecured Creditors. A liquidation analysis is provided in Section IV. Accordingly, the Debtor contend that 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, **Debtor**, as plan proponents, request the **Court** to 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 are set forth starting 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: leaves unaltered the legal, equitable, and contractual rights of the holder of such claim or equity interest; or 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: 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; reinstates the maturity of such claim or interest as it existed before such default; 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 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 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:

The plan complies with the applicable provisions of the Bankruptcy Code.

The proponents of the plan comply with the applicable provisions of the Bankruptcy Code.

The plan has been proposed in good faith and not by any means forbidden by law.

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.

- (A) 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
- (B) the appointment to, or continuance in, such office of such individual, is consistent with the interests of Creditors and Trust Beneficiaries and with public policy; and 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.

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.

With respect to each impaired class of claims or interests:

- (I) each holder of a claim or interest of such class has (A) accepted the plan or (B) 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 (ii) 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.

With respect to each class of claims or interests:

- (i) such class has accepted the plan; or
- (ii) such class is not impaired under the plan.

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

(i) with respect to a claim of a kind specified in section 507(a)(1) or 507(a)(2) 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;

(ii) with respect to a class of claims of a kind specified in section 507(a)(3), 507(a)(4), 507(a)(5) or 507(a)(6) 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; and

(iii) with respect to a claim of a kind specified in section 507(a)(7) of the Bankruptcy Code, the holder of a claim will receive on account of such claim deferred cash payments, over a period not exceeding six years after the date of assessment of such claim, of a value, as of the effective date of the plan, equal to the allowed amount of such claim.

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.

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.

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.

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.

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

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

The Debtor believe that the feasibility requirement for confirmation of the Plan is satisfied by the fact that the future operating revenues will be sufficient to satisfy the obligations under the Plan in addition to supporting the operations of the enterprise. These facts demonstrating the confirmability of the Plan will be shown at the Confirmation Hearing.

### **Cramdown**

**1.18** The bankruptcy court may confirm a plan of reorganization even though fewer than all the classes of impaired claims and interests accept it. For a plan of reorganization to be confirmed despite its rejection by a class of impaired claims or interests, the proponents of the plan must show, among other things, that the plan does not “discriminate unfairly” and that the plan is “fair and equitable” with respect to each impaired class of claims or interests that has not accepted the plan.

**1.19** “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:

- (a)(i) that 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
- (ii) that 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;
- (b) 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 (a) and (b) of this subparagraph; or
- (c) the realization by such holders of the “indubitable equivalent” of such claims.

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



- (a) 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
- (b) 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.

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

- (a) 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
- (b) 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.

**1.20** 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. **SO LONG AS THE CLASSES OF UNSECURED CREDITORS VOTE FOR THE PLAN THEN THE PLAN WILL NOT VIOLATE THE ABSOLUTE PRIORITY RULE.** The absolute priority rule requires that prior to the Trust Beneficiaries in the Debtor retaining or receiving any property the senior classes of claims must be paid in full or vote to accept the Plan.

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

## **ARTICLE II** **REPRESENTATIONS**

**2.01** This Disclosure 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**.

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

**2.03** No representations concerning the **Debtor** is authorized by the **Debtor** other than those set forth in this Disclosure. The **Debtor** recommend 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.

**2.04** 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.

**2.05** 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.

**2.06** THE DEBTOR BELIEVE 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 URGE THAT CLAIMANTS VOTE FOR THE PLAN.

**2.07** DEBTOR DO 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 Company**

**3.01 Baerg Real Property Trust** owns and operates four multi-residential commercial apartment complexes. The four multi-residential apartment complexes or properties are the Lake Bluffs Apartments, Lakeview Village, The Woods Apartments, and the Oakway Manor Apartments. Two apartment complexes, the Woods Apartments and the Oakway Manor Apartments, are located in Irving, Texas. The other two apartment complexes, the Lake Bluff Apartments and the Lakeview Village complexes are located in Garland, Texas.

A third-person property management company, Class A Management, was responsible for managing the assets of the Debtor prior to the filing of the case and for the first few months after the filing of the case. Issues were raised about whether they disinterested or not so the Debtor made the decision to avoid the appearance of conflict and the issues surrounding those matters and decided to retain a new management company. The new management company is Devonshire Real Estate & Asset Management and its payroll company. The individual responsible for that engagement is John Redden. Hal Baerg along with the management company are the persons who set the financial goals, budget, policies, renovations, and marketing. The third party management company oversees the day to day operations of the apartment complexes, which includes maintenance and tenant relations.

The Debtor was involved in litigation prior to the filing of the bankruptcy case. On February 28, 2014, Plaintiff Baerg Real Property Trust, as Seller, and Garland Solution, LLC, as Buyer, entered into a written Earnest Money Contract. The Debtor was to sell the Properties for:

- \$1,616,577 cash, plus
- The outstanding principal and interest owed by Seller to Seller's Lender – M&T Realty Capital Corporation at time of Closing, plus
- The outstanding principal balance and accrued but unpaid interest thereon, if any, owed by Seller on the \$898,5000 Draw Down Promissory Notice from Buyer, as lender, and Seller, as borrower (the "Note"), under a "Loan Agreement," plus
- A \$90,000 Settlement Amount payable by Buyer in connection with settling the Garland Equity Fund, LLC v. Baerg Real Property Trust.

Paragraph 14 of the Earnest Money Contract provided that the deal was to close on the earlier of (a) the Buyer receiving notice from M&T Realty, that M&T Realty would allow Buyer to assume Seller's loans, or (b) the July 1, 2016 maturity date of Seller's Loans with M&T Realty.

On March 7, 2014, the parties entered into an Amendment No. 1 to the Earnest Money Contract. The closing was to occur no later than July 1, 2016. Closing never occurred. The Buyer did not qualify for a loan to purchase the properties and was trying to use a refinance as the financial vehicle to close the purchase. The parties' agreement did not allow for a new refinance of the old debt as the vehicle to close a sale. Garland Solutions, LLC placed no closing funds into escrow as required by the agreement. Debtor sent the required ten day notice to Buyer to cure the breach, and Buyer failed to perform as agreed. Additionally, pursuant to the parties' agreement, if the Buyer did not close it waived all claims for repairs it may have made to the properties. The defaulted purchase contract became a dispute in the United States District Court for the Northern District of Texas, Dallas Division. The bankruptcy filing stayed that litigation. Garland Solutions, LLC sought to lift the stay to allow this litigation to continue. When the motion was filed the Debtor commenced an adversary proceeding in the Bankruptcy Court to get the contract issues resolved quicker through the bankruptcy process. Garland Solutions, LLC consented to the matter being resolved in the Bankruptcy Court. The matter is currently pending and should resolve two major issues in this case: 1. The right, if any, of Garland Solutions, LLC to still close the purchase of the properties; and 2. Whether Garland Solutions, LLC has any monetary claim

in this case. The outcome of this litigation could significantly affect the Plan that has been filed. If Garland Solutions, LLC has a right to specific performance and is allowed to close the purchase, then the Court will decide what amount of money should be paid under the contract of sale. Debtor believes that there should be adequate funds to pay all creditors in full even if the sale to Garland Solutions, LLC were to be allowed. The persons negatively impacted by such a sale would be the Beneficiaries of the Trust and possibly Millwork, depending upon how much they are actually owed.

Debtor believes that it can sell the properties in the future for more than the Garland Solutions, LLC contract.

### **Management**

**3.02** Devonshire Real Estate & Asset Management currently manages the Debtor's properties. The application to employ Devonshire as new management for the properties has been approved. They are receiving a fee of 4.5% of gross collected rent. They are currently looking at the utility contracts, the taxes due to the ad valorem taxing authorities, the insurance contracts and the repair items that need to be addressed. The Management Company is helping to maximize the profitability of the properties.

### **Financials**

**3.03** Currently the company is under Chapter 11 bankruptcy reorganization and therefore an income report is filed monthly with the court. They can be obtained from the Debtor's counsel and online at [www.txnb.uscourts.gov](http://www.txnb.uscourts.gov) under the names of the Debtor's cases. A summary of those reports is attached hereto as a part of Exhibit "B".

#### **Future Income and Expenses Under the Plan**

**3.04** The projections of plan payments are set forth on **Exhibit "C"** attached hereto. Dollars to fund the **Plan** will come from the business operations of Baerg Real Property Trust. The Debtor is also working on selling the properties which is a further way of paying of the creditors with Allowed Claims.

#### **Future Management of the Debtor**

**3.05** The Debtor anticipates continuing to retain a third-party management to manage the apartment complexes. It is likely that Devonshire Real Estate & Asset Management will stay on in that role.

### **ARTICLE IV ANALYSIS AND VALUATION OF PROPERTY**

**4.01** The Debtor Baerg Real Property Trust, owns the real and personal property described as follows:

**Real Property**

Property	Value	Exemptions
1313 E. Shady Grove Road, Irving, TX The Woods Apartments	\$3,795,000.00	None
731 S. Irving Heights Drive, Irving, TX Oakway Manor	\$2,310,000.00	None
4501 Bobtown Road, Garland, TX Lakeview Village	\$5,236,000.00	None
1351 E. Interstate 30, Garland, TX Lake Bluff	\$6,160,000.00	None
(Market Value as of date of schedules) TOTAL:	\$17,501,000.00	None

**Personal Property**

Property	Value	Exemptions
Cash on Hand	\$0	None
Lake Bluff Checking Account #0381	\$60,703.57	None
Lake Bluff Saving Account #5071	\$1,000.77	None
Oakway Manor Operating Account #9716	\$42,405.22	None
Oakway Manor Saving Account #4926	\$16,214.45	None
Lakeview Village Operating Account #0052	\$51,935.17	None
Lakeview Village Saving Account #4793	\$21,353.29	None
The Woods Operating Account #9724	\$41,000.49	None
The Woods Saving Account #4934	\$27,003.04	None
Accounts Receivable	\$28,702.03	None
Misc. Office Furniture for on-site Manager Office at The Woods (for The Woods and Oakway Manor): office desk, 2 chairs, filing cabinet, computer & printer	\$1,500.00	None
Misc. Office Fixtures for on-site Manager Office at Lake Bluff: office desk, 2 chairs, filing cabinet, computer, printer, living room furniture & associated decor	\$2,000.00	None
Misc. Office Fixtures for on-site Manager Office at Lakeview Village: office desk, 2 chairs, filing cabinet, computer, printer, living room furniture & associated decor	\$2,000.00	None
Computer equipment and phone systems for on-site Manager Office at each property	\$1,200.00	None
Interests in insurance policies or annuities. Insurance proceeds being held by insurance		

company for repairs at Lake Bluff and Lakeview Village for tornado damage sustained in December 2015. Estimated amount due is \$400,000.	\$400,000.00	None
(As of date of schedules) TOTAL:	\$697,018.00	

These values are taken from the Debtor's Schedules. They are not based on recent appraisals but rather Hal Baerg's opinions of value.

**A Liquidation Analysis by Debtor is set forth as follows:**

Proceeds from Sale of Real and Personal Property (assumed at Market Value)	\$15,000,000.00 (reduction of amount for sales costs of 4% and shortened sale period)
Total Amount for Distribution to Creditors	\$15,000,000.00
Total Priority Claims	\$0.00
Total Secured Claims	\$6,287,764.00
Total Unsecured Claims	\$32,304.00
Beneficiary Recovery	\$8,679,932.00

Taking into account the probability of a fire sale of the Debtor's apartment complexes in a Chapter 7 liquidation, where property is unlikely to sell for the total of its market value. In a Chapter 7 liquidation, the resulting analysis most likely would still pay all the Secured, Priority, and Unsecured claims in full. The equity would receive less under this scenario.

Debtor's Plan, as proposed, pays the Secured, Priority, and Unsecured Creditors 100% with interest, thus Debtor's plan will pay the Creditors as much as they would receive in a Chapter 7 liquidation.

**ARTICLE V**  
**SUMMARY OF THE PLAN**

The Plan will be funded from the continuing operations of the Debtor's apartment properties and from the sale of the properties.

**DESIGNATION OF CLASSES OF CLAIMS AND INTERESTS**

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

The Claims and Interests classified herein shall be treated in the manner set forth in this Article V.

**5.01 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 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.

**5.02 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 Effective 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.

#### **Title 28 U.S.C. Section 1930 Fees**

Debtor shall pay all fees assessed by the Office of the United States Trustee until this Case is closed by the Court or the Debtor are otherwise released from such obligations by the Court.

#### **Claims against Baerg Real Property Trust, No. 16-33793-bjh**

##### **Class 1: Allowed Priority Claims**

Allowed Priority Claims will be paid by the Reorganized Debtor once Allowed over 24 months (2 years) with interest on such amounts at the rate of 12% per annum until paid in full. The payments shall be made in equal monthly payments on the first day of the month following the Effective Date and shall continue on the first day of each month thereafter until paid in full. There are no priority claims.

The Class 1 Claims are Impaired and the holders of the Class 1 Claims are not entitled to vote to accept or reject the **Plan**.

##### **Class 2: Allowed Secured Claims of Ad Valorem Taxing Authorities**

Class 2 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 January 1, 2017 (the "**Class**

**2 Claims**”) in the estimated amount of \$99,228.36.

- a. The Class 2 Claims will be amortized once Allowed over 24 months from the Confirmation Date. These Creditors shall retain their liens to secure their claims until paid in full under this Plan. The Class 2 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. In the event that the Debtor disputes such claim, the payments will be applied to the undisputed amount of the claim as ultimately allowed. While resolution of any such objection is pending, payments pursuant to the Plan shall be applied to the undisputed portion of the claim as ultimately allowed. In the event of a default under the plan, counsel for holder of a claim in this class shall provide notice of the default via facsimile to counsel for the Debtor. Such default shall be cured within ten (10) business days of the date of transmission of such notice of default. In the event the default is not cured, the Class 2 Claimants shall be entitled to pursue all amounts owed pursuant to state law outside of the Bankruptcy Court. The Claimant shall only be required to provide two notices of default per year. Upon a third event of default in a calendar year, the Class 2 Claimants shall be entitled to collect all amounts owed pursuant to state law outside of the Bankruptcy Court without further notice. Failure to pay post-petition taxes prior to delinquency shall constitute an event of default. These claims are secured claims. These Creditors shall retain their liens to secure their claims until paid in full under this Plan. The 2018 taxes shall be paid when due.
- b. Class 2 Claims are Impaired by the Plan. The holders of Class 2 Claims are entitled to vote to accept or reject the Plan.

**Class 3a: Allowed Secured Claim of Fannie Mae on 1351 E. Interstate 30**

This claim shall be paid once Allowed as follows:

- a. This Claim is an Allowed Secured Claim on 1351 E. Interstate 30 and shall be in the amount of \$1,932,972.00 (or an amount as determined by the Court to pay the Allowed Secured Claim in full). This claim shall be paid in full over 36 months (3 years) with interest at the rate of 4.75% per annum, accruing as of the Confirmation Date. Payments (constituting payments of both principal and interest) shall be made in equal monthly payments based on a 25-year amortization. The first payment is due on the first day of the first month following the Effective Date and all subsequent payments shall continue on the first day of each month thereafter until the allowed amount of the claim is paid in full. Adequate protection payments made by the Debtor shall be applied to the Allowed Secured Claim as determined by the Court.
- b. Fannie Mae shall be secured for an Allowed Secured Claim on the Debtor's real and personal property described in its loan documents and financing statements (the "Collateral"). Any unsecured claim of Fannie Mae shall be treated in Debtor's Allowed General Unsecured Claims Class below. No unsecured claim is expected.



- c. There shall be no prepayment penalty if this Claim is paid early.
- d. Should this Section of the Plan for treatment of Fannie Mae contradict any other provision in the Plan, the provisions of this Section shall control.
- e. This Claim is Impaired and the holder of this Claim is entitled to vote to accept or reject the Plan.

**Class 3b: Allowed Secured Claim of Fannie Mae on 4501 Bobtown Rd.**

This claim shall be paid once Allowed as follows:

- a. This Claim is an Allowed Secured Claim on 4501 Bobtown Rd. and shall be in the amount of \$1,514,285.00 (or an amount as determined by the Court to pay the Allowed Secured Claim in full). This claim shall be paid in full over 36 months (3 years) with interest at the rate of 4.75% per annum, accruing as of the Confirmation Date. Payments (constituting payments of both principal and interest) shall be made in equal monthly payments based on a 25-year amortization. The first payment is due on the first day of the first month following the Effective Date and all subsequent payments shall continue on the first day of each month thereafter until the allowed amount of the claim is paid in full. Adequate protection payments made by the Debtor shall be applied to the Allowed Secured Claim as determined by the Court.
- b. Fannie Mae shall be secured for an Allowed Secured Claim on the Debtor's real and personal property described in its loan documents and financing statements (the "Collateral"). Any unsecured claim of Fannie Mae shall be treated in Debtor's Allowed General Unsecured Claims Class below. No unsecured claim is expected.
- c. There shall be no prepayment penalty if this Claim is paid early.
- d. Should this Section of the Plan for treatment of Fannie Mae contradict any other provision in the Plan, the provisions of this Section shall control.
- e. This Claim is Impaired and the holder of this Claim is entitled to vote to accept or reject the Plan.

**Class 3c: Allowed Secured Claim of Fannie Mae on 1313 E. Shady Grove**

This claim shall be paid once Allowed as follows:

- a. This Claim is an Allowed Secured Claim on 1313 E. Shady Grove and shall be in the amount of \$1,118,101.00 (or an amount as determined by the Court to pay the Allowed Secured Claim in full). This claim shall be paid in full over 36 months (3 years) with interest at the rate of 4.75% per annum, accruing as of the Confirmation Date. Payments (constituting payments of both principal and interest) shall be made in equal monthly payments based on a 25-year amortization. The first payment is due on the first day of the first month following the

Effective Date and all subsequent payments shall continue on the first day of each month thereafter until the allowed amount of the claim is paid in full. Adequate protection payments made by the Debtor shall be applied to the Allowed Secured Claim as determined by the Court.

b. Fannie Mae shall be secured for an Allowed Secured Claim on the Debtor's real and personal property described in its loan documents and financing statements (the "Collateral"). Any unsecured claim of Fannie Mae shall be treated in Debtor's Allowed General Unsecured Claims Class below. No unsecured claim is expected.

c. There shall be no prepayment penalty if this Claim is paid early.

d. Should this Section of the Plan for treatment of Fannie Mae contradict any other provision in the Plan, the provisions of this Section shall control.

e. This Claim is Impaired and the holder of this Claim is entitled to vote to accept or reject the Plan.

**Class 3d: Allowed Secured Claim of Fannie Mae on 731 Irving Heights Drive**

This claim shall be paid once Allowed as follows:

a. This Claim is an Allowed Secured Claim on 731 Irving Heights Drive and shall be in the amount of \$873,517.00 (or an amount as determined by the Court to pay the Allowed Secured Claim in full). This claim shall be paid in full over 36 months (3 years) with interest at the rate of 4.75% per annum, accruing as of the Confirmation Date. Payments (constituting payments of both principal and interest) shall be made in equal monthly payments based on a 25-year amortization. The first payment is due on the first day of the first month following the Effective Date and all subsequent payments shall continue on the first day of each month thereafter until the allowed amount of the claim is paid in full. Adequate protection payments made by the Debtor shall be applied to the Allowed Secured Claim as determined by the Court.

b. Fannie Mae shall be secured for an Allowed Secured Claim on the Debtor's real and personal property described in its loan documents and financing statements (the "Collateral"). Any unsecured claim of Fannie Mae shall be treated in Debtor's Allowed General Unsecured Claims Class below. No unsecured claim is expected.

c. There shall be no prepayment penalty if this Claim is paid early.

d. Should this Section of the Plan for treatment of Fannie Mae contradict any other provision in the Plan, the provisions of this Section shall control.

e. This Claim is Impaired and the holder of this Claim is entitled to vote to accept or reject the Plan.

**Class 4: Allowed Secured Claim of Rasa Floors & Carpet Cleaning**

This claim shall be paid once Allowed as follows:

- a. This Claim is an Allowed Secured Claim of Rasa Floors & Carpet Cleaning (“Rasa Floors”) and shall be in the amount of \$10,542.53 (or an amount as determined by the Court to pay the Allowed Secured Claim in full). This claim shall be paid out fully in 12 months from the Effective Date with interest at a rate of 4.5% per annum, accruing as of the Confirmation Date. The first payment is due on the first day of the first month following the Effective Date and all subsequent payments shall continue on the first day of each month thereafter until the allowed amount of the claim is paid in full. To the extent Rasa Floors has a secured claim, it shall retain its lien until paid in full. If Rasa Floors does not have a valid lien, it shall be treated in Class 6 of this Plan as an Unsecured Creditor.
- b. This Claim is Impaired and the holder of this Claim is entitled to vote to accept or reject the Plan.

**Class 5a: Allowed Secured Claim of Millsworth Enterprises**

This claim shall be paid once Allowed as follows:

- a. This Claim is an Allowed Secured Claim of Millsworth Enterprises (“Millsworth”) and shall be in the amount of \$662,603.17 (or an amount as determined by the Court to pay the Allowed Secured Claim in full). This claim shall be paid in 36 months from the Effective Date with interest at a rate of 4.75% per annum, accruing as of the Confirmation Date. Payments (constituting payments of both principal and interest) shall be made in equal monthly payments based on a 25-year amortization. The first payment is due on the first day of the first month following the Effective Date and all subsequent payments shall continue on the first day of each month thereafter until the allowed amount of the claim is paid in full. To the extent Millsworth has a secured claim, it shall retain its lien until paid in full. If Millsworth does not have a valid lien, it shall be treated in Class 6 of this Plan as an Unsecured Creditor. The Debtor considers this a disputed claim as to liability and amount.
- b. This Claim is Impaired and the holder of this Claim is entitled to vote to accept or reject the Plan.

**Class 5b: Allowed Secured Claim of Millsworth Enterprises**

This claim shall be paid once Allowed as follows:

- a. This Claim is an Allowed Secured Claim of Millsworth Enterprises (“Millsworth”) and shall be in the amount of \$76,516.29 (or an amount as determined by the Court to pay the Allowed Secured Claim in full). This claim shall be paid in 36 months from the Effective Date with interest at a rate of 4.75% per annum, accruing as of the Confirmation Date. Payments

(constituting payments of both principal and interest) shall be made in equal monthly payments based on a 25-year amortization. The first payment is due on the first day of the first month following the Effective Date and all subsequent payments shall continue on the first day of each month thereafter until the allowed amount of the claim is paid in full. To the extent Millsworth has a secured claim, it shall retain its lien until paid in full. If Millsworth does not have a valid lien, it shall be treated in Class 6 of this Plan as an Unsecured Creditor. The Debtor considers this a disputed claim as to liability and amount.

b. This Claim is Impaired and the holder of this Claim is entitled to vote to accept or reject the Plan.

**Class 6: Allowed General Unsecured Claims**

a. The Claims in this class will be paid in full over 36 months from the Effective date with interest at a rate of 2.5% per annum, accruing as of the Confirmation Date. The first payment is due on the first day of the first month following the Effective Date and all subsequent payments shall continue on the first day of each month thereafter until the allowed amount of the claim is paid in full.

b. The total of claims in this class is estimated at approximately \$32,304.74.

c. This class is Impaired and the holder of a Claim in this class is entitled to vote to accept or reject the Plan.

d. Any Insider Unsecured Claims, to the extent they exist, shall be paid nothing under this Plan.

**Class 7: Allowed Claim of Garland Solution, LLC**

This claim shall be paid once Allowed as follows:

a. This Claim is the Allowed Claim of Garland Solution, LLC (“Garland”) once determined by the Court. The Debtor has an adversary proceeding against Garland that should determine its rights to a claim in this case. Debtor contends that Garland as a failed purchaser has no basis for a claim in this case because it agreed that if it did not close the purchase of the Debtor’s properties, as agreed, it would have no claim against the Debtor for any repairs it claims it performed and paid for on the Debtor’s properties. To the extent that Garland obtains an Allowed Claim such claim shall be paid in full over 36 months from the Effective Date with interest at a rate of 2.5% per annum, accruing as of the Confirmation Date. Payments (constituting payments of both principal and interest) shall be made in equal monthly payments based on a 25-year amortization. The first payment is due on the first day of the first month following the Effective Date and all subsequent payments shall continue on the first day of each month thereafter until the allowed amount of the claim is paid in full. The Debtor considers this a disputed claim as to liability and amount.

b. This Claim is Impaired and the holder of this Claim is entitled to vote to accept or reject the Plan.

**Class 8: Baerg Real Property Trust Beneficiaries**

On the Effective Date, all interests held by Trust Beneficiaries shall be retained. The Debtor believes that the Plan will not violate the absolute priority rule because all creditors with Allowed Claims are being paid in full with interest prior to the Debtor's beneficiaries receiving anything under this Plan beyond retention of their interests. The Debtor may challenge the entitlement of Garland Solution to its interest as a Trust Beneficiary.

**ARTICLE VI**  
**MEANS FOR IMPLEMENTATION OF PLAN**

**6.01 Implementation of Plan.** This Plan will be implemented, pursuant to § 1123(a)(5) of the Code, by the commencement of payments as called for above.

**6.02 Claims and Causes of Action.** Any and all Avoidance Actions, claims, causes of action or enforceable rights of the Debtor against third parties, or assertable by the Debtor on behalf of Creditors, its Estate, or itself for recovery, turnover or avoidance of obligations, or preferential or fraudulent transfers of property or interests in property and other types or kinds of property or interests in property recoverable or avoidable pursuant to Chapter 5 or other sections of the Bankruptcy Code or any applicable law including, without limitation, 11 U.S.C. §§ 502, 510, 522(f), 522(h), 542, 543, 544, 545, 547, 548, 549, 550, 551, or 553;

Any and all claims or causes of action of the Debtor or its Estate relating to any pre- or post-petition activities against any one or more of any entity or person related to, owned by or affiliated with any current or former professionals of the Debtor (including, without limitation, legal, accounting, tax advisors or consultants) including, without limitation, claims or causes of action for: (i) breaches of fiduciary duty; (ii) fraud or fraudulent inducement; (iii) negligence; (iv) fraudulent or negligent misrepresentations; (v) legal, accounting or other professional negligence or malpractice; (vi) illegal dividends or payments received; (vii) civil conspiracy; (viii) fraudulent insurance acts; (ix) violations of any consumer protection act or deceptive trade practice act; (x) unjust enrichment; (xi) breach of contract; (xii) tortious interference with contracts or prospective relations; (xiii) deceit by misrepresentation or concealment; (xiv) common law fraud; (xv) corporate waste; (xvi) deepening insolvency; (xvii) alter ego; and (xviii) embezzlement;

Any and all claims or causes of action of the Debtor or its Estate relating to any pre- or post-petition activities against the Debtor's former officers, directors, principals or advisors; and any current or former professionals of the Debtor (including, without limitation, legal, accounting, tax advisors or consultants) including, without limitation, claims or causes of action for: (i) breaches of fiduciary duty; (ii) fraud or fraudulent inducement; (iii) negligence; (iv) fraudulent or negligent misrepresentations; (v) legal, accounting or other professional negligence or malpractice; (vi) illegal dividends or payments received; (vii) civil conspiracy; (viii) fraudulent insurance acts; (ix) violations of any consumer protection act or deceptive trade practice act; (x) unjust enrichment; (xi) breach of contract; (xii) tortious interference with contracts or prospective

relations; (xiii) deceit by misrepresentation or concealment; (xiii) common law fraud; (xiv) corporate waste; (xv) deepening insolvency; or (xvi) alter ego; and nothing shall estop the Debtor or Reorganized Debtor from asserting claims or causes of action just because they were not scheduled or described in detail in the Debtor's Schedules or Disclosure Statement. Debtor may have claims objections. Debtor reserves all rights to claims against Garland Solutions, LLC, Class A Management, Inc. and Millsworth for accounting, declaratory judgment, breach of contract, misapplication of funds, misappropriation of funds, negligence, poor workmanship and related claims and causes of action.

## **ARTICLE VII**

### **TREATMENT OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES**

**7.01 Rejection of Executory Contracts and Unexpired Leases.** Debtor may assume or reject pursuant to Bankruptcy Code Section 1123(b)(2), its unexpired leases of real property and executory contracts by separate motion and order prior to the Confirmation Date. The Debtor may do the same through the Plan. All tenant leases are being assumed under the Plan.

**7.02 Reservation of Rights.** The Debtor shall have the right to assume or reject, pursuant to Bankruptcy Code Section 365, prior to the Confirmation Date, any executory contract or unexpired lease of real property (to the extent permitted under the Bankruptcy Code) and to the terms of this Plan.

**7.03 Bar Date for Claims Based on Rejection.** If the rejection of an executory contract or an unexpired lease by the Debtor results in damages to the other party or parties to such contract or lease, a Claim for such damages shall be forever barred and shall not be enforceable against the Debtor or its properties or agents, successors, or assigns, unless a proof of Claim is filed with the Bankruptcy Court and served upon the Debtor, within 60 days of the Confirmation Date. Any Rejection Claim arising from the rejection of an unexpired lease or executory contract shall be treated as a General Unsecured Claim; *provided, however*, that any Rejection Claim based upon the rejection of an unexpired lease of real property either prior to the Confirmation Date or upon the entry of the Confirmation Order shall be limited in accordance with section 502(b)(6) of the Bankruptcy Code and state law mitigation requirements. Nothing contained herein shall be deemed an admission by the Debtor that such rejection gives rise to or results in a Claim or shall be deemed a waiver by the Debtor of any objections to such Claim if asserted.

## **ARTICLE VIII**

### **FEASIBILITY OF PLAN**

**8.01 Debtor** asserts that the **Plan** is feasible based on **Exhibit "C"**. The properties do require ongoing maintenance and repairs. Some of the properties still have tornado damage that requires repair. The estimated costs of these repairs has not been determined but is believed by the owners of the Debtor to be less than \$100,000. This amount could vary as repair estimates are obtained. The third party management company is obtaining repair estimates.

### **Procedure for Filing Proofs of Claims and Proofs of Interests**

**8.02** All proofs of claims and proofs of interests must be filed by those **Claimants** and **Trust Beneficiaries** who have not filed such instruments on or before the **Bar Date** fixed by the **Court**.

**8.03** If **Claimants** have already filed a proof of claim with the **Court** or are listed in the **Debtor's** Schedules as holding non-contingent, liquidated and undisputed claims, a proof of claim need not be filed. The schedules and amendments thereto are on file with the **Court** and are open for inspection during regular **Court** hours. If the equity security interest of a **Trust Beneficiary** is properly reflected in the Debtor's books and records, a proof of interest need not be filed.

### **ARTICLE IX** **ALTERNATIVES TO DEBTOR'S PLAN**

**9.01** 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**. In a Chapter 7 the costs of administration may be higher. The only option in a Chapter 7 would be to sell the properties.

**9.02** The Debtor has litigation claims it is pursuing.

### **ARTICLE X** **RISKS TO CREDITORS UNDER THE DEBTOR'S PLAN**

**10.01** **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 operations do show the ability to propose a plan in this case based on the operating numbers. There is also the risk that the market could go down and that the apartment market could fail as additional housing starts come into the areas. There is nothing right now that indicates that this will be the case. The properties are positioned well in the market for maintaining their values.

### **ARTICLE XI** **TAX CONSEQUENCES TO THE DEBTOR**

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 its tax attributes (to the extent otherwise available) to reduce its 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 XII PENDING LITIGATION**

**12.01**As of the date of the filing of this Disclosure the significant matters pending are as follows: The case styled Harold J. Baerg, Jr., Kathleen M. Baerg a/k/a Kathy Baerg as Trustees of the Baerg Real Property Trust v. Garland Solution, LLC, Case No. 3:16-cv-2114-B in the Northern District of Texas U.S. District Court. There is also pending a Motion to Appoint as Trustee filed by Garland Solutions, LLC in the Bankruptcy Case. The Debtor has also filed an adversary proceeding against Garland Solutions, LLC in order to get the contract issues between the Debtor and Garland Solutions, LLC resolved.

**ARTICLE XIII**  
**SUMMARY OF SIGNIFICANT ORDERS ENTERED DURING THE CASE**

**13.01** As of the date of the filing of this Disclosure the significant orders in this case are:

Employment of Professionals, Interim Order for Use of Cash Collateral, Final Order for Use of Cash Collateral, Motions to Employ Professionals relating to the management companies retained to manage the four apartment complexes and those relating to general administration of the case.

Respectfully Submitted:

By: /s/ Joyce Lindauer

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ATTORNEYS FOR DEBTOR

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

**IN RE:** §  
§  
**BAERG REAL PROPERTY TRUST,** § **CASE NO. 16-33793-bjh-11**  
§ **Chapter 11**  
**Debtor.** §

**BAERG REAL PROPERTY TRUST’S PLAN OF REORGANIZATION**  
**DATED JANUARY 22, 2017**

Baerg Real Property Trust (the “Debtor”), proposes the following Plan of Reorganization (“Plan”) Dated January 22, 2017, pursuant to Chapter 11 of the United States Bankruptcy Code on behalf of the Debtor. The Debtor’s profitability to fund the Plan is based on the amount of money that it will earn through the continuation of its business or through the possible future sale of its four (4) apartment complexes. The Debtor shall file periodic financial reports with the Court, as required by the Code, covering the Debtor’s profitability, projections of cash receipts and disbursements for a reasonable period and a comparison of actual cash receipts and disbursements with projections in prior reports. These reports shall be available on the Court’s PACER site at [www.txnb.uscourts.gov](http://www.txnb.uscourts.gov) using the Debtor’s name and/or case number as referenced above or from the Debtor’s counsel.

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**ARTICLE I**  
**DEFINITIONS AND USE OF TERMS**

**1.01 Defined Terms.** Unless the context otherwise requires, capitalized terms shall have the meanings set forth in this section 1.01.

**1.01.01 Administrative Claim or Expense** means an administrative expense or Claim described in Section 503 of the Bankruptcy Code and entitled to administrative priority pursuant to Section 507(a)(1) of the Bankruptcy Code, including, but not limited to, Claims for compensation of professionals made pursuant to Sections 330 and 331 of the Bankruptcy Code, and all fees and charges assessed against the Debtor and Debtor's property under 28 U.S.C. Section 1930.

**1.01.02 Administrative Tax Claim** means an Unsecured Claim by any governmental unit for taxes (including interest or penalties related to such taxes) for any tax year or period, all or a portion of which occurs or falls within the period from and including the Petition Date through the Effective Date.

**1.01.03 Allowed Claim** means a Claim against the Debtor allowable under the Bankruptcy Code to the extent that (i) a proof of Claim, proof of Interest, or request for payment was timely Filed or, with leave of the Bankruptcy Court, late Filed, and as to which no objection has been timely Filed or, if Filed, is allowed by a Final Order, unless otherwise provided in this Plan or (ii) the Claim is scheduled and not listed as disputed, contingent, or unliquidated, and to which no objection has been timely Filed or, if Filed, is allowed by a Final Order.

**1.01.04 Allowed Secured Claim** means any Allowed Claim secured by a lien, security interest, or other charge or interest in property in which the Debtor has an interest, to the extent of the value thereof (determined in accordance with Bankruptcy Code Section 506(a)).

**1.01.05 Allowed Secured Claim of Fannie Mae** means any Allowed Claim of Fannie Mae secured by a lien, security interest, or other charge or interest in property in which the Debtor has an interest, to the extent of the value thereof (determined in accordance with Bankruptcy Code Section 506(a)).

**1.01.06 Bankruptcy Code or Code** means the United States Bankruptcy Code, Title 11 of the United States Code Section 101 et seq., as amended.

**1.01.07 Bankruptcy Court** means the United States Bankruptcy Court for the Northern District of Texas, Dallas Division or such other court that may have jurisdiction with respect to the reorganization of the Debtor pursuant to Chapter 11 of the Bankruptcy Code.

**1.01.08 Bankruptcy Rule** means the Federal Rules of Bankruptcy Procedure.

**1.01.09 Bar Date** means subsequent to which a proof of pre-petition Claim may not timely be Filed or the date by which proofs of claims held by governmental agencies must be filed.

**1.01.10 Case** means this Chapter 11 Bankruptcy Case in the Bankruptcy Court.

**1.01.11 Claim** shall have the meaning set forth in Bankruptcy Code Section 101(5).

**1.01.12 Claimant** means any person or entity having or asserting a Claim in the case.

**1.01.13 Class or Classes** mean all of the holders of Claims or Interests that the Debtor has designated pursuant to Section 1123(a)(1) of the Bankruptcy Code as having substantially similar characteristics as described in Article IV of this Plan.

**1.01.14 Confirmation** means the entry by the Bankruptcy Court of a Confirmation Order confirming this Plan.

**1.01.15 Confirmation Date** means the date on which the Confirmation Order is entered.

**1.01.16 Confirmation Hearing** means the hearing or hearings held before the Bankruptcy Court in which the Debtor will seek Confirmation of this Plan.

**1.01.17 Confirmation Order** means the Order of the Court confirming this Plan under Section 1129 of the Bankruptcy Code.

**1.01.18 Contested** when used with respect to a Claim, means a Claim against the Debtor (a) that is listed in the Debtor's Schedules of Assets and Liabilities as disputed, contingent, or unliquidated; (b) that is the subject of a pending action in a forum other than the Bankruptcy Court unless such Claim has been determined by Final Order in such other forum and Allowed by Final Order of the Bankruptcy Court; or (c) as to which an objection has been or may be timely filed and has not been denied by Final Order. To the extent an objection relates to the allowance of only a part of a Claim, such Claim shall be a Contested Claim only to the extent of the objection.

**1.01.19 Creditor or Creditors** shall have the meaning specified by Section 101(9) of the Code.

**1.01.20 Debtor** means Baerg Real Property Trust.

**1.01.21 Disputed Claim** means any Claim that is not an Allowed Claim.

**1.01.22 Effective Date** means the first (1<sup>st</sup>) day of the calendar month following the expiration of thirty days after the Confirmation Date.

**1.01.23 Estate** means the estate created pursuant to Bankruptcy Code Section 541 with respect to the Debtor.

**1.01.24 Fee Claim** means a Claim under Bankruptcy Code Sections 330 or 503 for

allowance of compensation and reimbursement of expenses to professionals in the Debtor's Chapter 11 case.

**1.01.25 Filed** means delivered to the Clerk of the Bankruptcy Court.

**1.01.26 Final Order** means an Order as to which any appeal that has been taken has not been stayed following the expiration of the time for appeal or has been resolved, or as to which the time for appeal has expired.

**1.01.27 General Unsecured Claim** means Unsecured Claim that is not entitled to priority under Section 507(a) of the Bankruptcy Code.

**1.01.28 Impaired** means the treatment of an Allowed Claim pursuant to the Plan unless, with respect to such Claim, either (i) the Plan leaves unaltered the legal, equitable and contractual rights to which such Claim entitles the holder of such Claim, or (ii) notwithstanding any contractual provision or applicable law that entitles the holder of such Claim to demand or receive accelerated payment of such Claim after occurrence of a default, the Debtor (A) cures any default that occurred before or after the commencement of the Chapter 11 Case on the Petition Date, other than default of the kind specified in Section 365(b)(2) of the Bankruptcy Code; (B) reinstates the maturity of such Claim as such maturity existed before such default; (C) compensates the holder of such Claim for any damages incurred as a result of any reasonable reliance by such holder on such contractual provision or such applicable law; and (D) does not otherwise alter the legal, equitable or contractual rights to which such Claim entitles the holder of such Claim; or (iii) the Plan provides that on the Effective Date, the holder of such Claim receives, on account of such Claim, cash equal to the Allowed Amount of such Claim.

**1.01.29 Petition Date** means September 29, 2016, the date the Debtor's petition was filed commencing this bankruptcy case.

**1.01.30 Plan** means this Plan of Reorganization, as it may be amended or modified from time to time as permitted herein and by the Bankruptcy Court.

**1.01.31 Pre-petition** means prior to the Petition Date.

**1.01.32 Priority Tax Claim** means a Claim entitled to priority pursuant to Bankruptcy Code Section 507(a)(8).

**1.01.33 Pro Rata** means proportionately, based on the percentage that the amount of an Allowed Claim within a particular Class bears to the aggregate amount of all Allowed Claims in such Class.

**1.01.34 Property of the Estate** means all property in which the Debtor holds a legal or an equitable interest, including all property described in Bankruptcy Code Section 541.

**1.01.35 Rejection Claim** means any Claim arising pursuant to Bankruptcy Code Section 502(g) by reason of rejection by the Debtor of an executory contract or unexpired lease



pursuant to Bankruptcy Code Sections 365 or 1123(b)(2).

**1.01.36 Secured Claim** means any Claim secured by a lien, security interest, or other charge or interest in property in which the Debtor has an interest, to the extent of the value thereof (determined in accordance with Bankruptcy Code Section 506(a)).

**1.01.37 Secured Tax Claim** means any Tax Claim which is secured by real or personal property.

**1.01.38 Secured Creditor or Secured Claimant** means any Claimant holding a Secured Claim.

**1.01.39 Trust Beneficiaries** means any individual, entity, or other Claimant holding an interest in the Baerg Real Property Trust.

**1.01.40 Unimpaired** means not Impaired.

**1.01.41 Unsecured Claim** means any Claim not collateralized (or the extent not fully collateralized) by assets of the Debtor.

**1.01.42 Unsecured Claimants or Unsecured Creditors** means any holder of an Unsecured Claim.

**1.01.43 Voidable Transfer** means all transfers voidable under Sections 544, 545, 547, 548, 549 and/or 550 of the Code or any other state or federal transfer.

**1.02 Number and Gender of Words.** Whenever the singular number is used, it shall include the plural, and the plural shall include the singular, as appropriate to the context. Words of any gender shall include each other gender where appropriate.

**1.03 Terms Defined in the Bankruptcy Code.** Capitalized terms not specifically defined in section 1.01 of the Plan shall have the definitions given those terms, if applicable, in the Bankruptcy Code.

**1.04 Headings.** The headings and captions used in this Plan are for convenience only and shall not be deemed to limit, amplify or modify the terms of this Plan nor affect the meaning thereof.

**1.05 Time Computation.** In computing any period of time prescribed herein, the provisions of Federal Rule of Bankruptcy Procedure Rule 9006(a) shall apply.

## **ARTICLE II** **CONCEPT OF THE PLAN**

**2.01 Generally.** The Plan is a plan of reorganization. The Debtor shall continue its business after the Confirmation Date. The Debtor owns four (4) apartment complexes; two are

located in Irving, Texas and two are located in Garland, Texas. Debtor intends to operate from the income generated by the apartment complexes or will fund the Plan through a future sale of the Debtor's four (4) apartment complexes.

**2.02** The Plan will be funded from the continuing operations of the Debtor or a future sale of the Debtor's four (4) apartment complexes.

### **ARTICLE III** **GENERAL TERMS AND CONDITIONS**

**3.01** **Treatment of Claims.** This Plan is intended to resolve all Claims against the Debtor and/or property of the Debtor of whatever character, whether contingent or liquidated, or whether allowed by the Bankruptcy Court pursuant to Bankruptcy Code Section 502(a). However, only Allowed Claims will receive treatment afforded by the Plan. The Plan is designed to insure that Claimants shall receive at least as much pursuant to this Plan as they would receive in a liquidation pursuant to Chapter 7 of the Bankruptcy Code.

**3.02** **Time for Filing Claims.** The holder of any Administrative Claim other than (i) a Fee Claim, (ii) a liability incurred and paid in the ordinary course of business by the Debtor, or (iii) an Allowed Administrative Claim, must file with the Bankruptcy Court and serve on the Debtor and its respective counsel, notice of such Administrative Claim within thirty (30) days after the Effective Date. At a minimum, such notice must identify (i) the name of the holder of such Claim, (ii) the amount of such Claim, and (iii) the basis of such Claim. Failure to file this notice timely and properly shall result in the Administrative Claim being forever barred and discharged.

Each Person asserting an Administrative Expense that is a Fee Claim incurred before the Effective Date shall be required to file with the Bankruptcy Court, and serve on the Debtor's counsel and the U. S. Trustee, a Fee Application within sixty (60) days after the Effective Date.

A person who is found to have received a voidable transfer shall have thirty (30) days following the date upon which the order ruling that such transfer is avoidable becomes a Final Order in which to file a Claim in the amount of such avoided transfer.

Liabilities incurred from the Petition Date through the Effective Date in the ordinary course of business shall be paid in the ordinary course of business by the Debtor.

**3.03** **Modification to the Plan.** In accordance with Bankruptcy Rule 3019, to the extent applicable, this Plan may be modified or amended upon application of the Debtor, or corrected prior to the Confirmation Date, provided that notice and an opportunity for hearing have been given to any affected party. The Plan may be modified at any time after Confirmation and before the Effective Date, provided that the Plan, as modified, meets the requirements of sections 1122 and 1123 of the Bankruptcy Code and the Bankruptcy Court, after notice and a hearing, confirms the Plan, as modified, under section 1129 of the Bankruptcy Code, the circumstances warrant such modification and Debtor consents thereto in writing.

**ARTICLE IV**  
**DESIGNATION OF CLASSES OF CLAIMS AND INTERESTS**

The Debtor designates the following Classes of Claims and Interests pursuant to Bankruptcy Code Section 1123. The Debtor shall pay all fees assessed by the Office of the United States Trustee until this Case is closed by the Court or the Debtor is otherwise released from such obligations by the Court. A summary of the claims and their treatment under the Plan is attached hereto as Exhibit “A” and incorporated herein by this reference as if set forth in full.

Class 1: Allowed Priority Claims	\$0
Class 2: Allowed Secured Claims of Ad Valorem Taxing Authorities	\$99,228.36
Class 3a: Allowed Secured Claim of Fannie Mae on 1351 E. Interstate 30	\$1,932,972.00
Class 3b: Allowed Secured Claim of Fannie Mae on 4501 Bobtown Rd.	\$1,514,285.00
Class 3c: Allowed Secured Claim of Fannie Mae on 1313 E. Shady Grove	\$1,118,101.00
Class 3d: Allowed Secured Claim of Fannie Mae at 731 Irving Heights Drive	\$873,517.00
Class 4: Allowed Secured Claim of Rasa Floors & Carpet Cleaning	\$10,542.53
Class 5a: Allowed Secured Claims of Millsworth Enterprises	\$662,603.17
Class 5b: Allowed Secured Claims of Millsworth Enterprises	\$76,516.29
Class 6: Allowed General Unsecured Claims	\$32,304.74
Class 7: Allowed Claim of Garland Solution, LLC	\$0
Class 8: Trust Beneficiaries	\$0

**ARTICLE V**  
**PROVISIONS FOR SATISFACTION OF CLAIMS AND INTERESTS**

The Claims and Interests classified in Article IV hereof shall be treated in the manner set forth in this Article V.

**5.01 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 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.

**5.02 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 Effective 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.

### **Title 28 U.S.C. Section 1930 Fees**

Debtor shall pay all fees assessed by the Office of the United States Trustee until this Case is closed by the Court or the Debtor are otherwise released from such obligations by the Court.

### **Claims against Baerg Real Property Trust, No. 16-33793-bjh**

#### **Class 1: Allowed Priority Claims**

Allowed Priority Claims will be paid by the Reorganized Debtor once Allowed over 24 months (2 years) with interest on such amounts at the rate of 12% per annum until paid in full. The payments shall be made in equal monthly payments on the first day of the month following the Effective Date and shall continue on the first day of each month thereafter until paid in full. There are no priority claims.

The Class 1 Claims are Impaired and the holders of the Class 1 Claims are not entitled to vote to accept or reject the **Plan**.

#### **Class 2: Allowed Secured Claims of Ad Valorem Taxing Authorities**

Class 2 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 January 1, 2017 (the "**Class 2 Claims**") in the estimated amount of \$99,228.36.

- a. The Class 2 Claims will be amortized once Allowed over 24 months from the Confirmation Date. These Creditors shall retain their liens to secure their claims until paid in full under this Plan. The Class 2 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. In the event that the Debtor disputes such claim, the payments will be applied to the undisputed amount of the claim as ultimately allowed. While resolution of any such objection is pending, payments pursuant to the Plan shall

be applied to the undisputed portion of the claim as ultimately allowed. In the event of a default under the plan, counsel for holder of a claim in this class shall provide notice of the default via facsimile to counsel for the Debtor. Such default shall be cured within ten (10) business days of the date of transmission of such notice of default. In the event the default is not cured, the Class 2 Claimants shall be entitled to pursue all amounts owed pursuant to state law outside of the Bankruptcy Court. The Claimant shall only be required to provide two notices of default per year. Upon a third event of default in a calendar year, the Class 2 Claimants shall be entitled to collect all amounts owed pursuant to state law outside of the Bankruptcy Court without further notice. Failure to pay post-petition taxes prior to delinquency shall constitute an event of default. These claims are secured claims. These Creditors shall retain their liens to secure their claims until paid in full under this Plan. The 2018 taxes shall be paid when due.

- b. Class 2 Claims are Impaired by the Plan. The holders of Class 2 Claims are entitled to vote to accept or reject the Plan.

**Class 3a: Allowed Secured Claim of Fannie Mae on 1351 E. Interstate 30**

This claim shall be paid once Allowed as follows:

- a. This Claim is an Allowed Secured Claim on 1351 E. Interstate 30 and shall be in the amount of \$1,932,972.00 (or an amount as determined by the Court to pay the Allowed Secured Claim in full). This claim shall be paid in full over 36 months (3 years) with interest at the rate of 4.75% per annum, accruing as of the Confirmation Date. Payments (constituting payments of both principal and interest) shall be made in equal monthly payments based on a 25-year amortization. The first payment is due on the first day of the first month following the Effective Date and all subsequent payments shall continue on the first day of each month thereafter until the allowed amount of the claim is paid in full. Adequate protection payments made by the Debtor shall be applied to the Allowed Secured Claim as determined by the Court.

- b. Fannie Mae shall be secured for an Allowed Secured Claim on the Debtor's real and personal property described in its loan documents and financing statements (the "Collateral"). Any unsecured claim of Fannie Mae shall be treated in Debtor's Allowed General Unsecured Claims Class below. No unsecured claim is expected.

- c. There shall be no prepayment penalty if this Claim is paid early.

- d. Should this Section of the Plan for treatment of Fannie Mae contradict any other provision in the Plan, the provisions of this Section shall control.

- e. This Claim is Impaired and the holder of this Claim is entitled to vote to accept or reject the Plan.

**Class 3b: Allowed Secured Claim of Fannie Mae on 4501 Bobtown Rd.**

This claim shall be paid once Allowed as follows:

a. This Claim is an Allowed Secured Claim on 4501 Bobtown Rd. and shall be in the amount of \$1,514,285.00 (or an amount as determined by the Court to pay the Allowed Secured Claim in full). This claim shall be paid in full over 36 months (3 years) with interest at the rate of 4.75% per annum, accruing as of the Confirmation Date. Payments (constituting payments of both principal and interest) shall be made in equal monthly payments based on a 25-year amortization. The first payment is due on the first day of the first month following the Effective Date and all subsequent payments shall continue on the first day of each month thereafter until the allowed amount of the claim is paid in full. Adequate protection payments made by the Debtor shall be applied to the Allowed Secured Claim as determined by the Court.

b. Fannie Mae shall be secured for an Allowed Secured Claim on the Debtor's real and personal property described in its loan documents and financing statements (the "Collateral"). Any unsecured claim of Fannie Mae shall be treated in Debtor's Allowed General Unsecured Claims Class below. No unsecured claim is expected.

c. There shall be no prepayment penalty if this Claim is paid early.

d. Should this Section of the Plan for treatment of Fannie Mae contradict any other provision in the Plan, the provisions of this Section shall control.

e. This Claim is Impaired and the holder of this Claim is entitled to vote to accept or reject the Plan.

**Class 3c: Allowed Secured Claim of Fannie Mae on 1313 E. Shady Grove**

This claim shall be paid once Allowed as follows:

a. This Claim is an Allowed Secured Claim on 1313 E. Shady Grove and shall be in the amount of \$1,118,101.00 (or an amount as determined by the Court to pay the Allowed Secured Claim in full). This claim shall be paid in full over 36 months (3 years) with interest at the rate of 4.75% per annum, accruing as of the Confirmation Date. Payments (constituting payments of both principal and interest) shall be made in equal monthly payments based on a 25-year amortization. The first payment is due on the first day of the first month following the Effective Date and all subsequent payments shall continue on the first day of each month thereafter until the allowed amount of the claim is paid in full. Adequate protection payments made by the Debtor shall be applied to the Allowed Secured Claim as determined by the Court.

b. Fannie Mae shall be secured for an Allowed Secured Claim on the Debtor's real and personal property described in its loan documents and financing statements (the "Collateral"). Any unsecured claim of Fannie Mae shall be treated in Debtor's Allowed General Unsecured Claims Class below. No unsecured claim is expected.

c. There shall be no prepayment penalty if this Claim is paid early.

d. Should this Section of the Plan for treatment of Fannie Mae contradict any other provision in the Plan, the provisions of this Section shall control.

e. This Claim is Impaired and the holder of this Claim is entitled to vote to accept or reject the Plan.

**Class 3d: Allowed Secured Claim of Fannie Mae on 731 Irving Heights Drive**

This claim shall be paid once Allowed as follows:

a. This Claim is an Allowed Secured Claim on 731 Irving Heights Drive and shall be in the amount of \$873,517.00 (or an amount as determined by the Court to pay the Allowed Secured Claim in full). This claim shall be paid in full over 36 months (3 years) with interest at the rate of 4.75% per annum, accruing as of the Confirmation Date. Payments (constituting payments of both principal and interest) shall be made in equal monthly payments based on a 25-year amortization. The first payment is due on the first day of the first month following the Effective Date and all subsequent payments shall continue on the first day of each month thereafter until the allowed amount of the claim is paid in full. Adequate protection payments made by the Debtor shall be applied to the Allowed Secured Claim as determined by the Court.

b. Fannie Mae shall be secured for an Allowed Secured Claim on the Debtor's real and personal property described in its loan documents and financing statements (the "Collateral"). Any unsecured claim of Fannie Mae shall be treated in Debtor's Allowed General Unsecured Claims Class below. No unsecured claim is expected.

c. There shall be no prepayment penalty if this Claim is paid early.

d. Should this Section of the Plan for treatment of Fannie Mae contradict any other provision in the Plan, the provisions of this Section shall control.

e. This Claim is Impaired and the holder of this Claim is entitled to vote to accept or reject the Plan.

**Class 4: Allowed Secured Claim of Rasa Floors & Carpet Cleaning**

This claim shall be paid once Allowed as follows:

a. This Claim is an Allowed Secured Claim of Rasa Floors & Carpet Cleaning ("Rasa Floors") and shall be in the amount of \$10,542.53 (or an amount as determined by the Court to pay the Allowed Secured Claim in full). This claim shall be paid out fully in 12 months from the Effective Date with interest at a rate of 4.5% per annum, accruing as of the Confirmation Date. The first payment is due on the first day of the first month following the Effective Date and all subsequent payments shall continue on the first day of each month thereafter until the allowed amount of the claim is paid in full. To the extent Rasa Floors has a secured claim, it shall retain its lien until paid in full. If Rasa Floors does not have a valid lien, it shall be treated in Class 6 of this Plan as an Unsecured Creditor.

b. This Claim is Impaired and the holder of this Claim is entitled to vote to accept or reject the Plan.

**Class 5a: Allowed Secured Claim of Millsworth Enterprises**

This claim shall be paid once Allowed as follows:

a. This Claim is an Allowed Secured Claim of Millsworth Enterprises (“Millsworth”) and shall be in the amount of \$662,603.17 (or an amount as determined by the Court to pay the Allowed Secured Claim in full). This claim shall be paid in 36 months from the Effective Date with interest at a rate of 4.75% per annum, accruing as of the Confirmation Date. Payments (constituting payments of both principal and interest) shall be made in equal monthly payments based on a 25-year amortization. The first payment is due on the first day of the first month following the Effective Date and all subsequent payments shall continue on the first day of each month thereafter until the allowed amount of the claim is paid in full. To the extent Millsworth has a secured claim, it shall retain its lien until paid in full. If Millsworth does not have a valid lien, it shall be treated in Class 6 of this Plan as an Unsecured Creditor. The Debtor considers this a disputed claim as to liability and amount.

b. This Claim is Impaired and the holder of this Claim is entitled to vote to accept or reject the Plan.

**Class 5b: Allowed Secured Claim of Millsworth Enterprises**

This claim shall be paid once Allowed as follows:

a. This Claim is an Allowed Secured Claim of Millsworth Enterprises (“Millsworth”) and shall be in the amount of \$76,516.29 (or an amount as determined by the Court to pay the Allowed Secured Claim in full). This claim shall be paid in 36 months from the Effective Date with interest at a rate of 4.75% per annum, accruing as of the Confirmation Date. Payments (constituting payments of both principal and interest) shall be made in equal monthly payments based on a 25-year amortization. The first payment is due on the first day of the first month following the Effective Date and all subsequent payments shall continue on the first day of each month thereafter until the allowed amount of the claim is paid in full. To the extent Millsworth has a secured claim, it shall retain its lien until paid in full. If Millsworth does not have a valid lien, it shall be treated in Class 6 of this Plan as an Unsecured Creditor. The Debtor considers this a disputed claim as to liability and amount.

b. This Claim is Impaired and the holder of this Claim is entitled to vote to accept or reject the Plan.



**Class 6: Allowed General Unsecured Claims**

a. The Claims in this class will be paid in full over 36 months from the Effective date with interest at a rate of 2.5% per annum, accruing as of the Confirmation Date. The first payment is due on the first day of the first month following the Effective Date and all subsequent payments shall continue on the first day of each month thereafter until the allowed amount of the claim is paid in full.

b. The total of claims in this class is estimated at approximately \$32,304.74.

c. This class is Impaired and the holder of a Claim in this class is entitled to vote to accept or reject the Plan.

d. Any Insider Unsecured Claims, to the extent they exist, shall be paid nothing under this Plan.

**Class 7: Allowed Claim of Garland Solution, LLC**

This claim shall be paid once Allowed as follows:

a. This Claim is the Allowed Claim of Garland Solution, LLC (“Garland”) once determined by the Court. The Debtor has an adversary proceeding against Garland that should determine its rights to a claim in this case. Debtor contends that Garland as a failed purchaser has no basis for a claim in this case because it agreed that if it did not close the purchase of the Debtor’s properties, as agreed, it would have no claim against the Debtor for any repairs it claims it performed and paid for on the Debtor’s properties. To the extent that Garland obtains an Allowed Claim such claim shall be paid in full over 36 months from the Effective Date with interest at a rate of 2.5% per annum, accruing as of the Confirmation Date. Payments (constituting payments of both principal and interest) shall be made in equal monthly payments based on a 25-year amortization. The first payment is due on the first day of the first month following the Effective Date and all subsequent payments shall continue on the first day of each month thereafter until the allowed amount of the claim is paid in full. The Debtor considers this a disputed claim as to liability and amount.

b. This Claim is Impaired and the holder of this Claim is entitled to vote to accept or reject the Plan.

**Class 8: Baerg Real Property Trust Beneficiaries**

On the Effective Date, all interests held by Trust Beneficiaries shall be retained. The Debtor believes that the Plan will not violate the absolute priority rule because all creditors with Allowed Claims are being paid in full with interest prior to the Debtor’s beneficiaries receiving anything under this Plan beyond retention of their interests. The Debtor may challenge the entitlement of Garland Solution to its interest as a Trust Beneficiary.

**ARTICLE VI**  
**MEANS FOR IMPLEMENTATION OF PLAN**

**6.01 Implementation of Plan.** This Plan will be implemented, pursuant to Section 1123(a)(5) of the Code, by the commencement of payments as called for above. Projections for this Plan are attached to the Disclosure Statement and incorporated herein by this reference as if set forth in full for all purposes. The Plan anticipates a short repayment period to Creditors and then a possible future sale of the apartment complex properties or refinance at the end of the Plan Term to pay off all unpaid Plan creditors.

Upon the Effective Date, all property of the Debtor and its Estate shall vest in the Debtor, subject to the Allowed Secured Claims in this Plan.

The funds necessary for the satisfaction of the Creditors' claims shall be generated from Debtor's income from continued operation of the four (4) apartment complexes or the possible future sale of the Debtor's four (4) apartment complexes.

**ARTICLE VII**  
**TREATMENT OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES**

**7.01 Rejection of Executory Contracts and Unexpired Leases.** Debtor shall assume, pursuant to Bankruptcy Code Section 1123(b)(2), all by separate Motions unexpired leases of non-residential real property and executory contracts prior to the Confirmation Date. All contracts not assumed shall be rejected. All tenant leases are being assumed under this Plan.

**7.02 Reservation of Rights.** The Debtor shall have the right to assume or reject, pursuant to Bankruptcy Code Section 365, prior to the Confirmation Date, any executory contract or unexpired lease of real property (to the extent permitted under the Bankruptcy Code).

**7.03 Bar Date for Claims Based on Rejection.** If the rejection of an executory contract or an unexpired lease by the Debtor results in damages to the other party or parties to such contract or lease, a Claim for such damages shall be forever barred and shall not be enforceable against the Debtor or their properties or agents, successors, or assigns, unless a proof of Claim is filed with the Bankruptcy Court and served upon the Debtor, by the earlier of (a) the end of the month following the period in which the Effective Date occurs or (b) such other deadline as the Court may set for asserting a Claim for such damages. Any Rejection Claim arising from the rejection of an unexpired lease or executory contract shall be treated as a General Unsecured Claim; *provided, however*, that any Rejection Claim based upon the rejection of an unexpired lease of real property either prior to the Confirmation Date or upon the entry of the Confirmation Order shall be limited in accordance with section 502(b)(6) of the Bankruptcy Code and state law mitigation requirements. Nothing contained herein shall be deemed an admission by the Debtor that such rejection gives rise to or results in a Claim or shall be deemed a waiver by the Debtor of any objections to such Claim if asserted.

**ARTICLE VIII**  
**ENFORCEMENT, SETTLEMENT, OR ADJUSTMENT OF CLAIMS**

**8.01 The Debtor's Causes of Action.** Except as otherwise released pursuant to the Plan, all Claims recoverable under Section 550 of the Bankruptcy Code, all Claims against third parties on account of an indebtedness, and all other Claims of any kind or character whatsoever owed to or in favor of the Debtor or the Estate to the extent not specifically compromised and released pursuant to this Plan or any agreement referred to and incorporated herein, are hereby preserved and retained for enforcement by the Debtor for the benefit of the Creditors subsequent to the Effective Date. This Plan shall not estop the Debtor from asserting any claim or cause of action whether disclosed or not. Debtor has a claim against Garland Solution for breach of contract and declaratory judgment. Debtor also has a claim against Millsworth for an accounting and objects to its claim for work done and not done.

**8.02 Objections to Claims.** Any party authorized by the Bankruptcy Code may object to the allowance of Pre-petition Claims at any time prior to sixty (60) days after the Effective Date and, as to Rejection Claims, at any time prior to sixty (60) days after the filing of any such Rejection Claim. Any proof of Claim filed after the Court sets bar dates shall be of no force and effect and shall be deemed disallowed. All Contested Claims shall be litigated to Final Order; *provided, however*, that the Debtor may compromise and settle any Contested Claim, subject to the approval of the Bankruptcy Court. Notwithstanding the foregoing, a person who is found to have received a voidable transfer shall have thirty (30) days following the date upon which the order ruling that such transfer is avoidable becomes a Final Order in which to file a Claim in the amount of such avoided transfer.

No distributions under this Plan shall be made to the holder of a Claim that is in dispute, unless and until such Claim becomes an Allowed Claim. If a Claim is disputed in whole or in part because the Debtor asserts a right of offset against such Claim or recoupment against the holder of such Claim, then, if and to the extent the Claim giving rise to the offset or recoupment is sustained by Final Order, the Claim in dispute shall be reduced or eliminated and, if applicable, the holder of such Claim shall be required to pay the amount of such offset or recoupment, less the amount of its Allowed Claim. In addition, any party authorized by the Bankruptcy Code, at any time, may request that the Court estimate any contingent, disputed or unliquidated Claim pursuant to Section 502(c) of the Bankruptcy Code, regardless of any prior objections.

**ARTICLE IX**  
**EFFECT OF CONFIRMATION**

**9.01 Discharge and Release of Debtor.** Pursuant to Bankruptcy Code Section 1141(d), confirmation of this Plan does discharge the Debtor.

**9.02 Released Entities.** None of the officers, financial advisors, attorneys, beneficiaries, or employees of the Debtor (collectively the "Released Entities") shall have any liability for actions taken or omitted to be taken in good faith under or in connection with the Plan and the Case.

**9.03 Legal Binding Effect.** The provisions of this Plan, pursuant to the Bankruptcy Code Section 1141 shall bind the Debtor and all Creditors, whether or not they accept this Plan. The distributions provided for Claimants shall not be subject to any Claim by another Creditor or interest holder by reason of any assertion of a contractual right of subordination.

**9.04 Discharge.** Confirmation of the Plan shall result in the inability to commence or continue any judicial, administrative, or other action or proceeding on account of any Pre-Petition Date Claims against the Debtor.

Except as provided in the Plan, from and after the Confirmation Date, all holders of Claims against the Debtor are automatically restrained and enjoined until the Confirmation of the Plan and entry of an Order confirming the Plan (a) from commencing or continuing in any manner, any action or other proceeding of any kind with respect to any such Claim against the Debtor, or its property; (b) from enforcing, attaching, collecting, or recovering by any manner or means, any judgment, award, decree, or order against the Assets or the Debtor on account of such Claims; (c) from creating, perfecting, or enforcing any encumbrance of any kind against the Assets, or the Debtor on account of such Claims; (d) from asserting any setoff, right of subrogation, or recoupment of any kind against any obligation due the Debtor on account of such Claims; and (e) from performing any act, in any manner, in any place whatsoever, that does not conform to or comply with the provisions of the Plan on account of such Claims; provided, however, that each holder of a Contested Claim may continue to prosecute its proof of Claim in the Bankruptcy Court and all holders of Claims shall be entitled to enforce its rights under the Plan and any agreements executed or delivered pursuant to or in connection with the Plan. Creditors shall not pursue claims against non-debtor third parties at the same time as their claims are being paid in full through the Plan.

## **ARTICLE X**

### **MISCELLANEOUS PROVISIONS**

**10.01 Request for Relief Under Bankruptcy Code Section 1129.** In the event any Impaired Class shall fail to accept this Plan in accordance with Bankruptcy Code Section 1129(a), the Debtor reserves the right to, and does hereby request the Bankruptcy Court to confirm the Plan in accordance with Bankruptcy Code Section 1129(b).

**10.02 Revocation.** The Debtor reserves the right to revoke and withdraw this Plan at any time prior to the actual commencement of the hearing on Confirmation of this Plan.

**10.03 Effect of Withdrawal or Revocation.** If the Debtor revokes or withdraws this Plan prior to the Confirmation Date, or if the Confirmation Date or the Effective Date does not occur, then this Plan shall be deemed null and void. In such event, nothing contained herein shall be deemed to constitute a waiver or release of any Claims by or against the Debtor or any other person or to prejudice in any manner the rights of the Debtor or any person in any further proceedings involving the Debtor.

**10.04 Due Authorization by Creditors.** Each and every Claimant who elects to participate in the distributions provided herein warrants that it is authorized to accept in

consideration of its Claim against the Debtor the distributions provided in the Plan and that there are no outstanding commitments, agreements, or understandings, express or implied, that may or can in any way defeat or modify the rights conveyed or obligations undertaken by it under this Plan.

**10.05 Entire Agreement.** This Plan, as described herein, the Confirmation Order, and all other documents and instruments to effectuate this Plan provided for herein, constitute the entire agreement and understanding among the parties hereto relating to the subject matter hereof and supersedes all prior discussions and documents.

**10.06 Section 1146 Exemption.** Pursuant to Section 1146 of the Bankruptcy Code, the issuance, transfer or exchange or any security under this Plan or the making or delivery of any instrument or transfer pursuant to, in implementation of or as contemplated by this Plan or the transfer of any property pursuant to this Plan shall not be taxed under any federal, state or local law imposing a stamp, transfer or similar tax or fee.

**10.07 Provisions Governing Distributions.** All payments and distributions under the Plan shall be made by the Debtor as indicated. Any payments or distributions to be made by the Debtor pursuant to the Plan shall be made as soon as reasonably practicable after the Effective Date, except as otherwise provided for in the Plan, or as may be ordered by the Bankruptcy Court. Any payment or distribution by the Debtor pursuant to the Plan, to the extent delivered by the United States Mail, shall be deemed made when deposited into the United States Mail.

Payments of Cash to be made by the Debtor pursuant to the Plan shall be made by check drawn on a domestic bank or by wire transfer from a domestic bank.

Distributions and deliveries to holders of Allowed Claims shall be made at the addresses set forth on the proofs of Claim or proofs of interest filed by such holders (or at the last known addresses of such holders if no proof of Claim or proof of interest is filed). All Claims for undeliverable distributions shall be made on or before the second anniversary of the Effective Date. After such date, all unclaimed property shall remain the property of the Debtor and the Claim of any other holder with respect to such unclaimed property shall be discharged and forever barred.

Checks issued by the Debtor in respect of Allowed Claims shall be null and void if not cashed within ninety (90) days of the date of delivery thereof. Requests for reissuance of any check shall be made directly to the Debtor by the holder of the Allowed Claim to whom such check originally was issued. Any claim in respect of such a voided check within ninety (90) days after the date of delivery of such check. After such date, all Claims in respect of void checks shall be discharged and forever barred, and the amount of such checks shall become Unclaimed Property and returned to the Debtor.

No interest shall be paid on any Claim unless, and only to the extent that, the Plan specifically provides otherwise.

**10.08 Governing Law.** Unless a rule of law or procedure supplied by federal law (including the Bankruptcy Code and Bankruptcy Rules) is applicable, or a specific choice of law provision is provided, the internal laws of the State of Texas shall govern the construction and implementation of the Plan and any agreements, documents, and instruments executed in connection with the Plan, without regard to conflicts of law.

**10.09 Default.** Unless otherwise stated in this Plan, if the Debtor fails to satisfy any of the obligations under this Plan and such default is not cured within 30 business days of the date of transmission of notice of the default to the Debtor, then the defaulted party may pursue all of its remedies outside of the Bankruptcy Court, including, but not limited to, foreclosure on its lien(s) on property. For purposes of this provision, notice shall be provided to the Debtor, c/o Joyce Lindauer, Esq. via facsimile at (972) 503-4034.

## **ARTICLE XI** **MODIFICATION OF THE PLAN**

**11.01** The Debtor may propose amendments to or modifications of this Plan at any time prior to Confirmation, upon notice to all parties-in-interest. After Confirmation, the Debtor may, with approval of the Court and so long as it does not materially or adversely affect the interest of Creditors, modify to remedy any defect or omission or reconcile any inconsistencies in the Confirmation Order in such manner as may be necessary to carry out the purposes and effect of this Plan.

## **ARTICLE XII** **RETENTION OF JURISDICTION**

Notwithstanding confirmation of the Plan or the Effective Date having occurred, the Court will retain jurisdiction for the following purposes:

**12.01 Allowance of Claims.** To hear and determine the allowability of all Claims upon objections to such Claims.

**12.02 Executory Contracts and Unexpired Leases Proceedings.** To act with respect to proceedings regarding the assumption of any executory contract or unexpired lease of the Debtor pursuant to Section 365 and 1123 of the Code and Article VII of the Plan.

**12.03 Plan Interpretation.** To resolve controversies and disputes regarding the interpretation of the Plan.

**12.04 Plan Implementation.** To implement and enforce the provisions of the Plan and enter orders in aid of confirmation and implementation of the Plan.

**12.05 Plan Modification.** To modify the Plan pursuant to Section 1127 of the Code and applicable Bankruptcy Rules.

**12.06 Adjudication of Controversies.** To adjudicate such contested matters and adversary proceedings as may be pending or subsequently initiated in the Court by or against the Debtor.

**12.07 Injunctive Relief.** To issue any injunction or other relief as appropriate to implement the intent of the Plan, and to enter such further orders enforcing any injunctions or other relief issued under the Plan or in the Confirmation Order.

**12.08 Interpleader Action.** To entertain interpleader actions concerning assets to be distributed or other assets of the Estate.

**12.09 Correct Minor Defects.** To correct any defect, cure any omission or reconcile any inconsistency or ambiguity in the Plan, the Confirmation Order or any document executed or to be executed in connection therewith, as may be necessary to carry out the purposes and intent of the Plan, provided that the rights of any holder or an Allowed Claim are not materially and adversely affected thereby.

**12.10 Authorization of Fees and Expenses.** To review and authorize payment of professional fees incurred prior to the Effective Date.

**12.11 Post-Confirmation Orders Regarding Confirmation.** To enter and implement such orders as may be appropriate in the event the Confirmation Order is, for any reason, stayed, reversed, revoked, modified, or vacated.

**12.12 Final Decree.** To enter a final decree closing the Case pursuant to Bankruptcy Rule 3022.

Respectfully Submitted,

/s/ Joyce W. Lindauer

Joyce W. Lindauer  
State Bar No. 21555700  
Sarah Cox  
California State Bar No. 245475  
Jamie Kirk  
State Bar No. 24076485  
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Facsimile: (972) 503-4034  
ATTORNEYS FOR DEBTOR

/s/ Hal Baerg

for Baerg Real Property Trust

## EXHIBIT A

## BAERG REAL PROPERTY TRUST / NORTHERN DISTRICT

## CASE 16-33793-bjh-11 - Claims Chart

<u>Class</u>	<u>POC</u>	<u>Name (who filed)</u>	<u>Total Amount</u>	<u>Class</u>	<u>Notes</u>	<u>Mo Pay't</u>
Class 1		Priority Claims		Priority	24 months @12%	
Class 2	POC 1	Dallas County	\$16,367.60	Secured	24 months @12%	\$770.45
Class 2	POC 2	City of Garland	\$27,048.31	Secured	24 months @12%	\$1,273.24
Class 2	POC 3	Garland ISD	\$55,812.45	Secured	24 months @12%	\$2,627.26
Class 3a	No POC filed	Fannie Mae as to 1351 E Interstate 30	\$1,932,972.00	Secured	36 months on an amortization schedule of 25 years @4.75%	\$11,021.21
Class 3b	No POC filed	Fannie Mae as to 4501 Bobtown	\$1,514,285.00	Secured	36 months on an amortization schedule of 25 years @4.75%	\$8,633.20
Class 3c	No POC filed	Fannie Mae as to 1313 E Shady Grove	\$1,118,101.00	Secured	36 months on an amortization schedule of 25 years @4.75%	\$6,374.49
Class 3d	No POC filed	Fannie Mae as to 731 S. Irving Heights	\$873,517.00	Secured	36 months on an amortization schedule of 25 years @4.75%	\$4,980.07
Class 4	POC 5	Rasa Floors & Carpet Cleaning	\$10,542.53	Secured	12 months @ 4.5%	\$900.06
Class 5a	No POC filed	Millsworth Enterprises (3.29)	\$662,603.17	Secured	36 months on an amortization schedule of 25 years @4.75%	\$3,777.61
Class 5b	No POC filed	Millsworth Enterprises (3.30)	\$76,516.29	Secured	36 months on an amortization schedule of 25 years @4.75%	\$436.23
Class 6	POC 4	Michael Robinson/Robinson Law Firm	\$8,789.50	Unsecured	36 months @2.5%	\$253.68
Class 6	POC 6	TXU Energy Retail Company	\$5,042.22	Unsecured	36 months @2.5%	\$145.52
Class 6	POC 7	National Union Fire Insurance Company	Unknown	Unsecured	36 months @2.5%	\$0.00
Class 6	No POC filed	ADT Security Services	\$154.78	Unsecured	36 months @2.5%	\$4.44
Class 6	No POC filed	Ambit Energy	\$656.88	Unsecured	36 months @2.5%	\$18.96
Class 6	No POC filed	Ambit Energy- Vacants	\$121.27	Unsecured	36 months @2.5%	\$3.50
Class 6	No POC filed	Ameristar	\$18.23	Unsecured	36 months @2.5%	\$0.53
Class 6	No POC filed	AmRent, Inc (3.5)	\$78.03	Unsecured	36 months @2.5%	\$2.25
Class 6	No POC filed	AmRent, Inc (3.6)	\$218.47	Unsecured	36 months @2.5%	\$6.31
Class 6	No POC filed	AmRent, Inc (3.7)	\$62.95	Unsecured	36 months @2.5%	\$1.82
Class 6	No POC filed	AT&T	\$220.78	Unsecured	36 months @2.5%	\$6.37
Class 6	No POC filed	Calling Person to Person, Inc (3.9)	\$59.54	Unsecured	36 months @2.5%	\$1.72
Class 6	No POC filed	Calling Person to Person, Inc (3.10)	\$74.69	Unsecured	36 months @2.5%	\$2.16
Class 6	No POC filed	City of Garland - Vacants	\$125.48	Unsecured	36 months @2.5%	\$3.62
Class 6	No POC filed	City of Irving (3.12)	\$2,393.13	Unsecured	36 months @2.5%	\$69.07
Class 6	No POC filed	City of Irving (3.13)	\$6,105.06	Unsecured	36 months @2.5%	\$176.20
Class 6	No POC filed	Criterion Supply, Inc.	\$871.78	Unsecured	36 months @2.5%	\$25.16
Class 6	No POC filed	DDA MC Renovation	\$352.69	Unsecured	36 months @2.5%	\$10.18
Class 6	No POC filed	DeFord's (3.16)	\$2,181.41	Unsecured	36 months @2.5%	\$62.96
Class 6	No POC filed	DeFord's (3.17)	\$1,232.03	Unsecured	36 months @2.5%	\$35.56
Class 6	No POC filed	DeFord's (3.18)	\$396.67	Unsecured	36 months @2.5%	\$11.45
Class 6	No POC filed	FM Cleaning Services (3.19)	\$525.00	Unsecured	36 months @2.5%	\$15.15
Class 6	No POC filed	FM Cleaning Services (3.20)	\$520.00	Unsecured	36 months @2.5%	\$15.01
Class 6	No POC filed	FM Cleaning Services (3.21)	\$255.00	Unsecured	36 months @2.5%	\$7.36
Class 6	No POC filed	Fransisco Salazar	Unknown	Unsecured	36 months @2.5%	\$0
Class 6	No POC filed	Frontier Communications	\$70.45	Unsecured	36 months @2.5%	\$2.03
Class 6	No POC filed	H&H Fire Equipment Company	\$221.10	Unsecured	36 months @2.5%	\$6.38
Class 6	No POC filed	HD Supply Facilities Maintenance	\$31.76	Unsecured	36 months @2.5%	\$0.92



**EXHIBIT A**

**BAERG REAL PROPERTY TRUST / NORTHERN DISTRICT  
CASE 16-33793-bjh-11 - Claims Chart**

Class 6	No POC filed	Johana Garcia	\$0.00	Unsecured	36 months @2.5%	\$0
Class 6	No POC filed	Leslie's Pool Supplies	\$143.20	Unsecured	36 months @2.5%	\$4.13
Class 6	No POC filed	Mathews Alex	Unknown	Unsecured	36 months @2.5%	\$0
Class 6	No POC filed	Rafael Romon	Unknown	Unsecured	36 months @2.5%	\$0
Class 6	No POC filed	Rufigio Zuniga	\$6.00	Unsecured	36 months @2.5%	\$0.17
Class 6	No POC filed	Synergy Group of Texas (3.34)	\$160.21	Unsecured	36 months @2.5%	\$4.62
Class 6	No POC filed	Synergy Group of Texas (3.35)	\$136.18	Unsecured	36 months @2.5%	\$3.93
Class 6	No POC filed	T.A.M. Plumbing (3.36)	\$319.00	Unsecured	36 months @2.5%	\$9.21
Class 6	No POC filed	T.A.M. Plumbing (3.37)	\$199.50	Unsecured	36 months @2.5%	\$5.76
Class 6	No POC filed	Universal Cleaning Specialists	\$356.55	Unsecured	36 months @2.5%	\$10.29
Class 6	No POC filed	Waste Management	\$205.20	Unsecured	36 months @2.5%	\$5.92
Class 7	POC 8	Garland Solution, LLC	\$0.00	Unsecured		
Class 8		Trust Beneficiaries	\$0		Retain interests	
<b>TOTAL CLAIMS</b>			<b>\$6,320,070.00</b>			<b>\$41,726.16</b>

<b>Totals Claims by Class</b>	
Class 1	\$0.00
Class 2	\$99,228.36
Class 3	\$5,438,875.00
Class 4	\$10,542.53
Class 5	\$739,119.46
Class 6	\$32,304.74
Class 7	\$0.00
Class 8	\$0.00
<b>Total:</b>	<b>\$6,320,070.09</b>

Monthly Operating Report  
ACCRUAL BASIS

CASE NAME:	<i>BACKL6 REAL PROPERTY TRUST</i>
CASE NUMBER:	<i>16-33793</i>
JUDGE:	<i>HOUSER</i>

UNITED STATES BANKRUPTCY COURT  
NORTHERN & EASTERN DISTRICTS OF TEXAS

REGION 6

MONTHLY OPERATING REPORT

MONTH ENDING: Oct 2016  
MONTH YEAR

IN ACCORDANCE WITH TITLE 28, SECTION 1746, OF THE UNITED STATES CODE, I DECLARE UNDER PENALTY OF PERJURY THAT I HAVE EXAMINED THE FOLLOWING MONTHLY OPERATING REPORT (ACCRUAL BASIS-1 THROUGH ACCRUAL BASIS-7) AND THE ACCOMPANYING ATTACHMENTS AND, TO THE BEST OF MY KNOWLEDGE, THESE DOCUMENTS ARE TRUE, CORRECT, AND COMPLETE. DECLARATION OF THE PREPARER (OTHER THAN RESPONSIBLE PARTY) IS BASED ON ALL INFORMATION OF WHICH PREPARER HAS ANY KNOWLEDGE.

RESPONSIBLE PARTY:

ORIGINAL SIGNATURE OF RESPONSIBLE PARTY

TITLE

PRINTED NAME OF RESPONSIBLE PARTY

DATE

PREPARER:

ORIGINAL SIGNATURE OF PREPARER

*Bookkeeper*  
TITLE

*Shelley Swartzendruber*  
PRINTED NAME OF PREPARER

*11-18-16*  
DATE

**EXHIBIT "B"**

Monthly Operating Report  
ACCURAL BASIS-1

CASE NAME: BARRG REAL PROPERTY TRUST  
 CASE NUMBER: 16-33793

COMPARATIVE BALANCE SHEET

	SCHEDULE AMOUNT	MONTH	MONTH	MONTH
<b>ASSETS</b>				
1. UNRESTRICTED CASH				
2. RESTRICTED CASH				
3. TOTAL CASH		215,002.00		
4. ACCOUNTS RECEIVABLE (NET)		9,071.62		
5. INVENTORY				
6. NOTES RECEIVABLE				
7. PREPAID EXPENSES				
8. OTHER (ATTACH LIST)				
9. TOTAL CURRENT ASSETS		337843.04		
10. PROPERTY, PLANT & EQUIPMENT		2391923.60		
11. LESS: ACCUMULATED DEPRECIATION/DEPLETION				
12. NET PROPERTY, PLANT & EQUIPMENT		2391923.60		
13. DUE FROM INSIDERS				
14. OTHER ASSETS - NET OF AMORTIZATION (ATTACH LIST)				
15. OTHER (ATTACH LIST)				
16. TOTAL ASSETS		2953846.26		
<b>POSTPETITION LIABILITIES</b>				
17. ACCOUNTS PAYABLE		1371230.15		
18. TAXES PAYABLE				
19. NOTES PAYABLE				
20. PROFESSIONAL FEES				
21. SECURED DEBT				
22. OTHER (ATTACH LIST)				
23. TOTAL POSTPETITION LIABILITIES		1371230.15		
<b>PREPETITION LIABILITIES</b>				
24. SECURED DEBT		750788.04		
25. PRIORITY DEBT				
26. UNSECURED DEBT		38352.13		
27. OTHER (ATTACH LIST)				
28. TOTAL PREPETITION LIABILITIES		789140.17		
29. TOTAL LIABILITIES		2160370.32		
<b>EQUITY</b>				
30. PREPETITION OWNERS' EQUITY		1716268.45		
31. POSTPETITION CUMULATIVE PROFIT OR (LOSS)		578783.59		
32. DIRECT CHARGES TO EQUITY (ATTACH EXPLANATION)				
33. TOTAL EQUITY		2295052.02		
34. TOTAL LIABILITIES & OWNERS' EQUITY		2953846.26		

Monthly Operating Report  
ACCURAL BASIS-2

CASE NAME: BAKER'S REAL PROPERTY TRUST  
 CASE NUMBER: 16-33793

INCOME STATEMENT	MONTH	MONTH	MONTH	MONTH
<b>REVENUES</b>				
1. GROSS REVENUES	195088.73			
2. LESS: RETURNS & DISCOUNTS				
3. NET REVENUE	195088.73			
<b>COST OF GOODS SOLD</b>				
4. MATERIAL	18708.71			
5. DIRECT LABOR	37438.12			
6. DIRECT OVERHEAD	30975.93			
7. TOTAL COST OF GOODS SOLD	87122.76			
8. GROSS PROFIT	107965.97			
<b>OPERATING EXPENSES</b>				
9. OFFICER / INSIDER COMPENSATION				
10. SELLING & MARKETING				
11. GENERAL & ADMINISTRATIVE	3949.56			
12. RENT & LEASE				
13. OTHER (ATTACH LIST)				
14. TOTAL OPERATING EXPENSES	3949.56			
15. INCOME BEFORE NON-OPERATING INCOME & EXPENSE	104061.41			
<b>OTHER INCOME &amp; EXPENSES</b>				
16. NON-OPERATING INCOME (ATTACH LIST)				
17. NON-OPERATING EXPENSE (ATTACH LIST)				
18. INTEREST EXPENSE	48221.86			
19. DEPRECIATION / DEPLETION				
20. AMORTIZATION				
21. OTHER (ATTACH LIST)				
22. NET OTHER INCOME & EXPENSES	55794.55			
<b>REORGANIZATION EXPENSES</b>				
23. PROFESSIONAL FEES <i>mgmt fees</i>	23145.10			
24. U.S. TRUSTEE FEES				
25. OTHER (ATTACH LIST)				
26. TOTAL REORGANIZATION EXPENSES				
27. INCOME TAX				
28. NET PROFIT (LOSS)	32649.45			

Monthly Operating Report  
ACCURAL BASIS-3

CASE NAME: BAERG REAL PROPERTY TRUST  
 CASE NUMBER: 16-33793

CASH RECEIPTS AND DISBURSEMENTS	MONTH	MONTH	MONTH	QUARTER
1. CASH - BEGINNING OF MONTH	12897.63			
<b>RECEIPTS FROM OPERATIONS</b>				
2. CASH SALES	195088.73			
<b>COLLECTION OF ACCOUNTS RECEIVABLE</b>				
3. PREPETITION				
4. POSTPETITION				
5. TOTAL OPERATING RECEIPTS	195088.73			
<b>NON-OPERATING RECEIPTS</b>				
6. LOANS & ADVANCES (ATTACH LIST)				
7. SALE OF ASSETS				
8. OTHER (ATTACH LIST)	20109.00			
9. TOTAL NON-OPERATING RECEIPTS	20109.00			
10. TOTAL RECEIPTS	215197.73			
11. TOTAL CASH AVAILABLE	343795.36			
<b>OPERATING DISBURSEMENTS</b>				
12. NET PAYROLL	24911.28			
13. PAYROLL TAXES PAID				
14. SALES, USE & OTHER TAXES PAID				
15. SECURED/RENTAL/LEASES				
16. UTILITIES	7105.04			
17. INSURANCE				
18. INVENTORY PURCHASES				
19. VEHICLE EXPENSES				
20. TRAVEL				
21. ENTERTAINMENT				
22. REPAIRS & MAINTENANCE	19547.06			
23. SUPPLIES	135.29			
24. ADVERTISING				
25. OTHER (ATTACH LIST)	6561.49			
26. TOTAL OPERATING DISBURSEMENTS	117310.16			
<b>REORGANIZATION EXPENSES</b>				
27. PROFESSIONAL FEES				
28. U.S. TRUSTEE FEES				
29. OTHER (ATTACH LIST) <i>mgmt fees</i>	11477.20			
30. TOTAL REORGANIZATION EXPENSES				
31. TOTAL DISBURSEMENTS	128787.36			
32. NET CASH FLOW				
33. CASH - END OF MONTH	215008.00			

Monthly Operating Report  
ACCURAL BASIS-4

CASE NAME: BAERS REAL PROPERTY TRUST  
 CASE NUMBER: 16-33793

ACCOUNTS RECEIVABLE AGING		SCHEDULE AMOUNT	MONTH	MONTH	MONTH
1.	0-30		8151.12		
2.	31-60		1140.33		
3.	61-90		218.47		
4.	91+		1301.03		
5.	TOTAL ACCOUNTS RECEIVABLE		10,811.17		
6.	AMOUNT CONSIDERED UNCOLLECTIBLE		1739.55		
7.	ACCOUNTS RECEIVABLE (NET)		9071.62		

AGING OF POSTPETITION TAXES AND PAYABLES		MONTH:			
TAXES PAYABLE	0-30 DAYS	31-60 DAYS	61-90 DAYS	91+ DAYS	TOTAL
1. FEDERAL					
2. STATE					
3. LOCAL					
4. OTHER (ATTACH LIST)					
5. TOTAL TAXES PAYABLE					
6. ACCOUNTS PAYABLE	1,354,607.60	17228.42			1,371,836.02

STATUS OF POSTPETITION TAXES		MONTH:			
	BEGINNING TAX LIABILITY	AMOUNT WITHHELD AND/OR ACCRUED	AMOUNT PAID	ENDING TAX LIABILITY	
<b>FEDERAL</b>					
1.	WITHHOLDING				
2.	FICA-EMPLOYEE				
3.	FICA-EMPLOYER				
4.	UNEMPLOYMENT				
5.	INCOME				
6.	OTHER (ATTACH LIST)				
7.	TOTAL FEDERAL TAXES				
<b>STATE AND LOCAL</b>					
8.	WITHHOLDING				
9.	SALES				
10.	EXCISE				
11.	UNEMPLOYMENT				
12.	REAL PROPERTY				
13.	PERSONAL PROPERTY				
14.	OTHER (ATTACH LIST)				
15.	TOTAL STATE & LOCAL				
16.	TOTAL TAXES				

Monthly Operating Report  
ACCUAL BASIS-5

CASE NAME: BAERS REAL PROPERTY TRUST

CASE NUMBER: 16-33793

MONTH: Oct 2016

BANK RECONCILIATIONS

	Account #1	Account #2	Account #3	TOTAL
A. BANK:	<u>Wells Fargo</u>	<u>Wells Fargo</u>	<u>Wells Fargo</u>	
B. ACCOUNT NUMBER:	<u>7 0381</u>	<u>5011</u>	<u>0062</u>	
C. PURPOSE (TYPE):	<u>check</u>	<u>save</u>	<u>check</u>	
1. BALANCE PER BANK STATEMENT	<u>38375.89</u>	<u>1000.80</u>	<u>37143.94</u>	
2. ADD: TOTAL DEPOSITS NOT CREDITED			<u>2396.01</u>	
3. SUBTRACT: OUTSTANDING CHECKS	<u>1986.85</u>		<u>1787.79</u>	
4. OTHER RECONCILING ITEMS			<u>266.60</u>	
5. MONTH END BALANCE PER BOOKS	<u>36389.04</u>	<u>1000.80</u>	<u>38018.76</u>	
6. NUMBER OF LAST CHECK WRITTEN	<u>1457</u>	<u>N/A</u>	<u>7441</u>	

INVESTMENT ACCOUNTS

BANK, ACCOUNT NAME & NUMBER	DATE OF PURCHASE	TYPE OF INSTRUMENT	PURCHASE PRICE	CURRENT VALUE
7.				
8.				
9.				
10.				
11. TOTAL INVESTMENTS				

CASH

12. CURRENCY ON HAND	
13. TOTAL CASH - END OF MONTH	

Monthly Operating Report  
ACCRUAL BASIS-5

CASE NAME: BAER & REAL PROPERTY TRUST  
 CASE NUMBER: 16-33793

MONTH: Oct 2016

BANK RECONCILIATIONS

	Account #1	Account #2	Account #3	TOTAL
A. BANK:	Wells Fargo	Wells Fargo	Wells Fargo	
B. ACCOUNT NUMBER:	4793	716	4926	
C. PURPOSE (TYPE):	save	check	save	
1. BALANCE PER BANK STATEMENT	41462.92	32884.59	16214.86	
2. ADD: TOTAL DEPOSITS NOT CREDITED				
3. SUBTRACT: OUTSTANDING CHECKS		1429.93		
4. OTHER RECONCILING ITEMS		350.00	150.00	
5. MONTH END BALANCE PER BOOKS	41462.92	31109.66	16364.86	
6. NUMBER OF LAST CHECK WRITTEN	N/A	5467	N/A	

INVESTMENT ACCOUNTS

BANK, ACCOUNT NAME & NUMBER	DATE OF PURCHASE	TYPE OF INSTRUMENT	PURCHASE PRICE	CURRENT VALUE
7.				
8.				
9.				
10.				
11. TOTAL INVESTMENTS				

CASH

12. CURRENCY ON HAND	
13. TOTAL CASH - END OF MONTH	



Monthly Operating Report  
ACCURAL BASIS-5

CASE NAME: BARRB REAL PROPERTY TRUST

CASE NUMBER: 16-33793

MONTH: Oct 2016

BANK RECONCILIATIONS

	Account #1	Account #2	Account #3	TOTAL
A. BANK:	<u>Wells Fargo</u>	<u>Wells Fargo</u>		
B. ACCOUNT NUMBER:	<u>27724</u>	<u>24934</u>		
C. PURPOSE (TYPE):	<u>check</u>	<u>save</u>		
1. BALANCE PER BANK STATEMENT	<u>27170.54</u>	<u>27,003.72</u>		
2. ADD: TOTAL DEPOSITS NOT CREDITED				
3. SUBTRACT: OUTSTANDING CHECKS	<u>4102.19</u>			
4. OTHER RECONCILING ITEMS	<u>1241.72</u>			
5. MONTH END BALANCE PER BOOKS	<u>21826.63</u>	<u>27003.72</u>		
6. NUMBER OF LAST CHECK WRITTEN	<u>611</u>	<u>N/A</u>		

INVESTMENT ACCOUNTS

BANK, ACCOUNT NAME & NUMBER	DATE OF PURCHASE	TYPE OF INSTRUMENT	PURCHASE PRICE	CURRENT VALUE
7.				
8.				
9.				
10.				
11. TOTAL INVESTMENTS				

*N/A*

CASH

12. CURRENCY ON HAND	
13. TOTAL CASH - END OF MONTH	

Monthly Operating Report  
ACCUAL BASIS-6

CASE NAME: DAKES REAL PROPERTY TRUST  
 CASE NUMBER: 16-33793

MONTH: Oct 2016

PAYMENTS TO INSIDERS AND PROFESSIONALS

INSIDERS			
NAME	TYPE OF PAYMENT	AMOUNT PAID	TOTAL PAID TO DATE
1.			
2.			
3.			
4.			
5.			
6. TOTAL PAYMENTS TO INSIDERS			N/A

PROFESSIONALS					
NAME	DATE OF COURT ORDER AUTHORIZING PAYMENT	AMOUNT APPROVED	AMOUNT PAID	TOTAL PAID TO DATE	TOTAL INCURRED & UNPAID *
1.					
2.					
3.					
4.					
5.					
6. TOTAL PAYMENTS TO PROFESSIONALS					

POSTPETITION STATUS OF SECURED NOTES, LEASES PAYABLE AND ADEQUATE PROTECTION PAYMENTS

NAME OF CREDITOR	SCHEDULED MONTHLY PAYMENTS DUE	AMOUNTS PAID DURING MONTH	TOTAL UNPAID POSTPETITION
1.			
2.			
3.			
4.			
5.			
6. TOTAL			

Monthly Operating Report  
ACCURAL BASIS-7

CASE NAME: BAERS REAL PROPERTY TRUST  
 CASE NUMBER: 16-33793

MONTH: OCT. 2016

QUESTIONNAIRE

	YES	NO
1. HAVE ANY ASSETS BEEN SOLD OR TRANSFERRED OUTSIDE THE NORMAL COURSE OF BUSINESS THIS REPORTING PERIOD?		<input checked="" type="checkbox"/>
2. HAVE ANY FUNDS BEEN DISBURSED FROM ANY ACCOUNT OTHER THAN A DEBTOR IN POSSESSION ACCOUNT?		<input checked="" type="checkbox"/>
3. ARE ANY POSTPETITION RECEIVABLES (ACCOUNTS, NOTES, OR LOANS) DUE FROM RELATED PARTIES?		<input checked="" type="checkbox"/>
4. HAVE ANY PAYMENTS BEEN MADE ON PREPETITION LIABILITIES THIS REPORTING PERIOD?		<input checked="" type="checkbox"/>
5. HAVE ANY POSTPETITION LOANS BEEN RECEIVED BY THE DEBTOR FROM ANY PARTY?		<input checked="" type="checkbox"/>
6. ARE ANY POSTPETITION PAYROLL TAXES PAST DUE?		<input checked="" type="checkbox"/>
7. ARE ANY POSTPETITION STATE OR FEDERAL INCOME TAXES PAST DUE?		<input checked="" type="checkbox"/>
8. ARE ANY POSTPETITION REAL ESTATE TAXES PAST DUE?		<input checked="" type="checkbox"/>
9. ARE ANY OTHER POSTPETITION TAXES PAST DUE?		<input checked="" type="checkbox"/>
10. ARE ANY AMOUNTS OWED TO POSTPETITION CREDITORS DELINQUENT?		<input checked="" type="checkbox"/>
11. HAVE ANY PREPETITION TAXES BEEN PAID DURING THE REPORTING PERIOD?		<input checked="" type="checkbox"/>
12. ARE ANY WAGE PAYMENTS PAST DUE?		<input checked="" type="checkbox"/>

IF THE ANSWER TO ANY OF THE ABOVE QUESTIONS IS "YES," PROVIDE A DETAILED EXPLANATION OF EACH ITEM. ATTACH ADDITIONAL SHEETS IF NECESSARY.

INSURANCE

	YES	NO
1. ARE WORKER'S COMPENSATION, GENERAL LIABILITY AND OTHER NECESSARY INSURANCE COVERAGES IN EFFECT?	<input checked="" type="checkbox"/>	
2. ARE ALL PREMIUM PAYMENTS PAID CURRENT?	<input checked="" type="checkbox"/>	
3. PLEASE ITEMIZE POLICIES BELOW.		

IF THE ANSWER TO ANY OF THE ABOVE QUESTIONS IS "NO," OR IF ANY POLICIES HAVE BEEN CANCELLED OR NOT RENEWED DURING THIS REPORTING PERIOD, PROVIDE AN EXPLANATION BELOW. ATTACH ADDITIONAL SHEETS IF NECESSARY.

Policy held by 3<sup>rd</sup> party payroll company

INSTALLMENT PAYMENTS

TYPE OF POLICY	CARRIER	PERIOD COVERED	PAYMENT AMOUNT & FREQUENCY
<u>N/A</u>			

# Gold Business Services Package

Account number: ■ October 1, 2016 - October 31, 2016 ■ Page 1 of 5



CLASS A MANAGEMENT LLC  
 DBA LAKE BLUFF  
 108 LUNDAY LN  
 BURLESON TX 76028-2822

## Questions?

Available by phone 24 hours a day, 7 days a week:  
 Telecommunications Relay Services calls accepted

**1-800-CALL-WELLS** (1-800-225-5935)

TTY: 1-800-877-4833

En español: 1-877-337-7454

Online: [wellsfargo.com/biz](http://wellsfargo.com/biz)

Write: Wells Fargo Bank, N.A. (808)  
 P.O. Box 6995  
 Portland, OR 97228-6995

## Your Business and Wells Fargo

Get a clear look at the business financing process to decide if and when business credit is right for you. Visit [wellsfargoworks.com/credit](http://wellsfargoworks.com/credit) to find out more.

Credit decisions subject to credit qualification.

## Account options

A check mark in the box indicates you have these convenient services with your account(s). Go to [wellsfargo.com/biz](http://wellsfargo.com/biz) or call the number above if you have questions or if you would like to add new services.

- Business Online Banking
- Online Statements
- Business Bill Pay
- Business Spending Report
- Overdraft Protection

## Activity summary

Beginning balance on 10/1	\$14,029.83
Deposits/Credits	63,808.32
Withdrawals/Debits	- 39,462.26
<b>Ending balance on 10/31</b>	<b>\$38,375.89</b>
Average ledger balance this period	\$49,688.21

Account number:

**CLASS A MANAGEMENT LLC**  
**DBA LAKE BLUFF**

*Texas/Arkansas account terms and conditions apply*

For Direct Deposit use  
 Routing Number (RTN): 111900659

For Wire Transfers use  
 Routing Number (RTN): 121000248

## Overdraft Protection

Your account is linked to the following for Overdraft Protection:

- Savings - 000006454685071



**Transaction history**

Date	Check Number	Description	Deposits/ Credits	Withdrawals/ Debits	Ending daily balance
10/3		Propay Transfer xxxxx4220 Lake Bluff Apartment S	81.47		
10/3		Propay Transfer xxxxx7032 Lake Bluff Apartment S	899.00		
10/3	1444	Check		60.32	
10/3	1442	Check		61.46	
10/3	1445	Check		190.73	
10/3	1447	Check		437.45	
10/3	1443	Check		532.01	
10/3	1446	Check		91.94	13,636.39
10/4		Checking Opening Deposit	7,678.92		
10/4		Checking Opening Deposit	8,511.20		
10/4		Dha S8 Hap Cks S8Deposit 161003 003212 Class A Management LLC	3,034.00		
10/4	1448	Deposited OR Cashed Check		1,131.00	
10/4		F S H R I Direct Dep 2283834 60000054-Classalakeblu		4,740.83	
10/4	1440	Check		980.72	26,007.96
10/5		Checking Opening Deposit	5,277.84		
10/5		Checking Opening Deposit	8,708.56		
10/5		Checking Opening Deposit	3,086.47		
10/5		Propay Transfer xxxxx1871 Lake Bluff Apartment S	1,603.20		
10/5		Propay Transfer xxxxx1868 Lake Bluff Apartment S	2,733.12		47,417.15
10/6		Checking Opening Deposit	4,842.28		
10/6		Propay Transfer xxxxx5044 Lake Bluff Apartment S	276.47		
10/6		Propay Transfer xxxxx5043 Lake Bluff Apartment S	1,066.00		
10/6	1438	Check		154.78	53,447.12
10/7		Propay Transfer xxxxx1856 Lake Bluff Apartment S	697.39		54,144.51
10/11		Checking Opening Deposit	3,268.47		
10/11		Checking Opening Deposit	2,803.00		
10/11		Propay Transfer xxxxx4759 Lake Bluff Apartment S	75.00		
10/11		Propay Transfer xxxxx4758 Lake Bluff Apartment S	798.20		
10/11		Online Dep Detail & Images - Bob		3.00	
10/11		Purchase authorized on 10/07 The Home Depot #05 Rockwall TX S306281762182041 Card 2988		98.70	
10/11		Recurring Transfer to Class A Management LI Business Market Rate Savings Ref #Ope2x233N3 xxxxxx5071		150.00	60,837.48
10/13		Checking Opening Deposit	1,222.20		
10/13		Checking Opening Deposit	2,222.16		
10/13	1413	Check		449.00	63,832.84
10/17		Deposit Made In A Branch/Store	1,327.67		
10/17		Propay Transfer xxxxx1628 Lake Bluff Apartment S	18.20		
10/17		Propay Transfer xxxxx1629 Lake Bluff Apartment S	98.34		
10/17		F S H R I Direct Dep 2285761 60000054-Classalakeblu		4,438.19	60,838.86
10/19		Propay Transfer xxxxx4724 Lake Bluff Apartment S	965.90		61,804.76
10/21		Checking Opening Deposit	938.26		
10/21		Purchase authorized on 10/19 Office Depot #1079 800-463-3768 TX S306292644277068 Card 2988		135.29	
10/21		Propay Transfer xxxxx6096 Lake Bluff Apartment S		985.90	61,621.83
10/25	1457	Cashed Check		865.00	
10/25	1453	Check		160.21	60,596.62
10/26	1456	Check		22,425.81	38,170.81
10/27		Recurring Payment authorized on 10/26 ATT*Cons Phone Pmt 800-288-2020 TX S386300662745164 Card 2988		6.00	
10/27	1455	Check		159.60	38,005.21
10/28		Purchase authorized on 10/26 Deford Lumber CO 214-2392524 TX S386300686866375 Card 2988		355.87	
10/28	1451	Check		476.48	
10/28	1452	Check		86.60	37,086.26
10/31		Checking Opening Deposit	1,373.00		
10/31		Propay Transfer xxxxx3010 Lake Bluff Apartment S	202.00		



**Transaction history (continued)**

Date	Check Number	Description	Deposits/ Credits	Withdrawals/ Debits	Ending daily balance
10/31	1454	Check		159.50	
10/31	1450	Check		125.87	38,375.89
<b>Ending balance on 10/31</b>					<b>38,375.89</b>
<b>Totals</b>			<b>\$63,808.32</b>	<b>\$39,462.26</b>	

The Ending Daily Balance does not reflect any pending withdrawals or holds on deposited funds that may have been outstanding on your account when your transactions posted. If you had insufficient available funds when a transaction posted, fees may have been assessed.

**Summary of checks written** (checks listed are also displayed in the preceding Transaction history)

Number	Date	Amount	Number	Date	Amount	Number	Date	Amount
1413	10/13	449.00	1445	10/3	190.73	1452	10/28	86.60
1438 *	10/6	154.78	1446	10/3	91.94	1453	10/25	160.21
1440 *	10/4	980.72	1447	10/3	437.45	1454	10/31	159.50
1442 *	10/3	61.46	1448	10/4	1,131.00	1455	10/27	159.60
1443	10/3	532.01	1450 *	10/31	125.87	1456	10/26	22,425.81
1444	10/3	60.32	1451	10/28	476.48	1457	10/25	865.00

\* Gap in check sequence.

**Monthly service fee summary**

For a complete list of fees and detailed account information, please see the Wells Fargo Fee and Information Schedule and Account Agreement applicable to your account or talk to a banker. Go to wells Fargo.com/feefaq to find answers to common questions about the monthly service fee on your account.

Fee period 10/01/2016 - 10/31/2016 Standard monthly service fee \$14.00 You paid \$0.00

The bank has waived the fee for this fee period.

**How to avoid the monthly service fee (complete 1 AND 2)**

	Minimum required	This fee period
1) Have any ONE of the following account requirements		
• Average ledger balance	\$7,500.00	\$49,688.00 <input checked="" type="checkbox"/>
• Qualifying transaction from a linked Wells Fargo Business Payroll Services account	1	0 <input type="checkbox"/>
• Qualifying transaction from a linked Wells Fargo Merchant Services account	1	0 <input type="checkbox"/>
• Total automatic transfers to an eligible Wells Fargo business savings account	\$25.00	\$150.00 <input checked="" type="checkbox"/>
- Enrollment in a linked Direct Pay service through Wells Fargo Business Online	1	0 <input type="checkbox"/>
• Combined balances in linked accounts, which may include	\$10,000.00	<input checked="" type="checkbox"/>
- Average ledger balances in business checking, savings, and time accounts		
- Most recent statement balance of Wells Fargo business credit cards, Wells Fargo Business Secured Credit Card, BusinessLine® line of credit, Wells Fargo Small Business Advantage® line of credit, Working Capital Line of Credit, Advancing Term Line of Credit, and BusinessLoan® term loan		
- Combined average daily balances from the previous month for Wells Fargo Business PrimeLoan™, Commercial Equity Loan, Commercial Refinance Loan, Commercial Purchase Loan, Commercial Equity Line of Credit, Small Business Advantage® loan, Equipment Express® loan, and Equipment Express® Single Event loan		
2) Complete the package requirements		
• Have qualifying linked accounts or services in separate categories*	3	<input checked="" type="checkbox"/>

\*Includes Wells Fargo business accounts and services such as debit card, savings accounts, active Online Banking, credit card, loans and lines of credit. c2/c2

Account number:                    |    ■ October 1, 2016 - October 31, 2016    ■ Page 4 of 5




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**Account transaction fees summary**

<i>Service charge description</i>	<i>Units used</i>	<i>Units included</i>	<i>Excess units</i>	<i>Service charge per excess units (\$)</i>	<i>Total service charge (\$)</i>
Cash Deposited (\$)	0	7,500	0	0.0030	0.00
Transactions	145	200	0	0.50	0.00
<b>Total service charges</b>					<b>\$0.00</b>



**IMPORTANT ACCOUNT INFORMATION**

It's important for you to have peace of mind.

We want to ensure you're comfortable with your accounts and have the tools you need to manage your money. We recommend you visit your local Wells Fargo bank location, or call the toll-free number that appears on this statement, to make sure you are satisfied with all your accounts and services.

We'll spend time understanding your financial needs and reviewing your accounts and options. We'll also help you close any accounts or discontinue services you do not recognize or want, and discuss the process that's been established to address any remaining concerns resulting from accounts and services opened on your behalf.

Account number:

■ October 1, 2016 - October 31, 2016 ■ Page 5 of 5



**General statement policies for Wells Fargo Bank**

■ **Notice:** Wells Fargo Bank, N.A. may furnish information about accounts belonging to individuals, including sole proprietorships, to consumer reporting agencies. If this applies to you, you have the right to dispute the accuracy of information that we have reported by writing to us at: Overdraft Collections and Recovery, P.O. Box 5058, Portland, OR 97208-5058.

You must describe the specific information that is inaccurate or in dispute and the basis for any dispute with supporting documentation. In the case of information that relates to an identity theft, you will need to provide us with an identity theft report.

**Account Balance Calculation Worksheet**

1. Use the following worksheet to calculate your overall account balance.
2. Go through your register and mark each check, withdrawal, ATM transaction, payment, deposit or other credit listed on your statement. Be sure that your register shows any interest paid into your account and any service charges, automatic payments or ATM transactions withdrawn from your account during this statement period.
3. Use the chart to the right to list any deposits, transfers to your account, outstanding checks, ATM withdrawals, ATM payments or any other withdrawals (including any from previous months) which are listed in your register but not shown on your statement.

**ENTER**

A. The ending balance shown on your statement ..... \$ \_\_\_\_\_

**ADD**

B. Any deposits listed in your register or transfers into your account which are not shown on your statement.  
 \$ \_\_\_\_\_  
 \$ \_\_\_\_\_  
 \$ \_\_\_\_\_  
 + \$ \_\_\_\_\_  
 ..... **TOTAL** \$ \_\_\_\_\_

**CALCULATE THE SUBTOTAL**

(Add Parts A and B)

..... **TOTAL** \$ \_\_\_\_\_

**SUBTRACT**

C. The total outstanding checks and withdrawals from the chart above ..... - \$ \_\_\_\_\_

**CALCULATE THE ENDING BALANCE**

(Part A + Part B - Part C)

This amount should be the same as the current balance shown in your check register .....

\$ \_\_\_\_\_

Number	Items Outstanding	Amount
<b>Total amount \$</b>		



# Business Market Rate Savings



Account number: ■ October 1, 2016 - October 31, 2016 ■ Page 1 of 3

CLASS A MANAGEMENT LLC  
DBA LAKE BLUFF  
108 LUNDAY LN  
BURLESON TX 76028-2822

## Questions?

Available by phone 24 hours a day, 7 days a week:  
Telecommunications Relay Services calls accepted

**1-800-CALL-WELLS** (1-800-225-5935)

TTY: 1-800-877-4833

En español: 1-877-337-7454

Online: wells Fargo.com/biz

Write: Wells Fargo Bank, N.A. (808)  
P.O. Box 6995  
Portland, OR 97228-6995

## Your Business and Wells Fargo

Get a clear look at the business financing process to decide if and when business credit is right for you. Visit [wellsfargoworks.com/credit](http://wellsfargoworks.com/credit) to find out more.

Credit decisions subject to credit qualification.

### Activity summary

Beginning balance on 10/1	\$850.77
Deposits/Credits	150.03
Withdrawals/Debits	- 0.00
<b>Ending balance on 10/31</b>	<b>\$1,000.80</b>
Average ledger balance this period	\$952.38

Account number: ' 1

**CLASS A MANAGEMENT LLC**  
**DBA LAKE BLUFF**

Texas/Arkansas account terms and conditions apply

For Direct Deposit use  
Routing Number (RTN): 111900659

For Wire Transfers use  
Routing Number (RTN): 121000248

### Interest summary

Interest paid this statement	\$0.03
Average collected balance	\$952.38
Annual percentage yield earned	0.04%
Interest earned this statement period	\$0.03
Interest paid this year	\$0.14

Account number:

■ October 1, 2016 - October 31, 2016 ■ Page 2 of 3



**Transaction history**

Date	Description	Deposits/ Credits	Withdrawals/ Debits	Ending daily balance
10/11	Recurring Transfer From Class A Management Business Checking Ref #Ope2x233N3 xxxxxx0381	150.00		1,000.77
10/31	Interest Payment	0.03		1,000.80
<b>Ending balance on 10/31</b>				<b>1,000.80</b>
<b>Totals</b>		<b>\$150.03</b>	<b>\$0.00</b>	

The Ending Daily Balance does not reflect any pending withdrawals or holds on deposited funds that may have been outstanding on your account when your transactions posted. If you had insufficient available funds when a transaction posted, fees may have been assessed.

**Monthly service fee summary**

For a complete list of fees and detailed account information, please see the Wells Fargo Fee and Information Schedule and Account Agreement applicable to your account or talk to a banker. Go to [wellsfargo.com/feefaq](http://wellsfargo.com/feefaq) to find answers to common questions about the monthly service fee on your account.

Fee period 10/01/2016 - 10/31/2016 Standard monthly service fee \$6.00 You paid \$0.00

The bank has waived the fee for this fee period.

How to avoid the monthly service fee	Minimum required	This fee period
Have any <b>ONE</b> of the following account requirements		
· Average collected balance	\$500.00	\$952.00 <input checked="" type="checkbox"/>
· Total automatic transfers from an eligible Wells Fargo business checking account	\$25.00	\$150.00 <input checked="" type="checkbox"/>

Y0Y0

**Account transaction fees summary**

Service charge description	Units used	Units included	Excess units	Service charge per excess units (\$)	Total service charge (\$)
Deposited Items	0	20	0	0.50	0.00
Cash Deposited (\$)	0	5,000	0	0.0030	0.00
<b>Total service charges</b>					<b>\$0.00</b>



**IMPORTANT ACCOUNT INFORMATION**

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Account number:

■ October 1, 2016 - October 31, 2016 ■ Page 3 of 3



**General statement policies for Wells Fargo Bank**

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You must describe the specific information that is inaccurate or in dispute and the basis for any dispute with supporting documentation. In the case of information that relates to an identity theft, you will need to provide us with an identity theft report.

**Account Balance Calculation Worksheet**

1. Use the following worksheet to calculate your overall account balance.
2. Go through your register and mark each check, withdrawal, ATM transaction, payment, deposit or other credit listed on your statement. Be sure that your register shows any interest paid into your account and any service charges, automatic payments or ATM transactions withdrawn from your account during this statement period.
3. Use the chart to the right to list any deposits, transfers to your account, outstanding checks, ATM withdrawals, ATM payments or any other withdrawals (including any from previous months) which are listed in your register but not shown on your statement.

**ENTER**

A. The ending balance shown on your statement ..... \$ \_\_\_\_\_

**ADD**

B. Any deposits listed in your register or transfers into your account which are not shown on your statement. .... \$ \_\_\_\_\_  
 + \$ \_\_\_\_\_

..... TOTAL \$ \_\_\_\_\_

**CALCULATE THE SUBTOTAL**

(Add Parts A and B)

..... TOTAL \$ \_\_\_\_\_

**SUBTRACT**

C. The total outstanding checks and withdrawals from the chart above ..... \$ \_\_\_\_\_

**CALCULATE THE ENDING BALANCE**

(Part A + Part B - Part C)

This amount should be the same as the current balance shown in your check register ..... \$ \_\_\_\_\_

Number	Items Outstanding	Amount
<b>Total amount \$</b>		

# Additional Platinum Checking

Account number: ■ October 1, 2016 - October 31, 2016 ■ Page 1 of 4



CLASS A MANAGEMENT LLC  
 DBA LAKEVIEW VILLAGE  
 108 LUNDAY LN  
 BURLESON TX 76028-2822

## Questions?

Available by phone 24 hours a day, 7 days a week:  
 Telecommunications Relay Services calls accepted

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En español: 1-877-337-7454

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 P.O. Box 6995  
 Portland, OR 97228-6995

## Your Business and Wells Fargo

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## Account options

A check mark in the box indicates you have these convenient services with your account(s). Go to [wellsfargo.com/biz](http://wellsfargo.com/biz) or call the number above if you have questions or if you would like to add new services.

- Business Online Banking
- Online Statements
- Business Bill Pay
- Business Spending Report
- Overdraft Protection

## Activity summary

Beginning balance on 10/1	\$13,895.93
Deposits/Credits	57,776.13
Withdrawals/Debits	- 34,528.12
<b>Ending balance on 10/31</b>	<b>\$37,143.94</b>
Average ledger balance this period	\$45,011.10

Account number:

**CLASS A MANAGEMENT LLC**  
**DBA LAKEVIEW VILLAGE**

*Texas/Arkansas account terms and conditions apply*

For Direct Deposit use  
 Routing Number (RTN): 111900659

For Wire Transfers use  
 Routing Number (RTN): 121000248

## Overdraft Protection

This account is not currently covered by Overdraft Protection. If you would like more information regarding Overdraft Protection and eligibility requirements please call the number listed on your statement or visit your Wells Fargo store.



**Transaction history**

Date	Check Number	Description	Deposits/ Credits	Withdrawals/ Debits	Ending daily balance
10/3		Deposit	11,730.24		
10/3		Deposit	10,492.50		
10/3		Propay Transfer xxxxx4221 Lakeview Village *	938.77		
10/3		Propay Transfer xxxxx7034 Lakeview Village *	1,899.38		
10/3		Propay Transfer xxxxx6483 Lakeview Village *	1,919.32		40,876.14
10/4		Deposit	6,820.23		
10/4		Deposit Made In A Branch/Store	1,131.00		
10/4		Propay Transfer xxxxx6824 Lakeview Village *	913.49		
10/4		F S H R I Direct Dep 2283836 60000055-Classalakevie		3,245.94	
10/4		My Alarm Center, Services 161003 7898935 Lakeview Village Apart		48.70	
10/4	7427	Check		2,181.41	
10/4	7430	Check		356.55	
10/4	7428	Check		1,772.04	42,136.22
10/5		Propay Transfer xxxxx1874 Lakeview Village *	930.61		43,066.83
10/6		Deposit	2,498.00		
10/6		Propay Transfer xxxxx5045 Lakeview Village *	875.00		
10/6		Propay Transfer xxxxx5046 Lakeview Village *	952.45		
10/6		ATT Payment 100516 675926012Epayd Harold Kathleen Baerg		169.68	
10/6	7421	Check		147.87	47,074.73
10/7		Propay Transfer xxxxx1857 Lakeview Village *	967.45		
10/7	7425	Check		14.50	48,027.68
10/11		Deposit	2,647.00		
10/11		Propay Transfer xxxxx1492 Lakeview Village *	55.00		
10/11		City of Dallas Vendr Pymt 161007 201610070288467 1*1\lea*1*000000001\	420.30		
10/11		Propay Transfer xxxxx5904 Lakeview Village *	1,955.95		
10/11		Cashed/Deposited Item Retn Unpaid Fee		12.00	
10/11		Deposited Item Retn Unpaid - Paper 161011		980.00	
10/11		Online Dep Detail & Images - Bob		3.00	
10/11		Recurring Transfer to Class A Management LI Business Market Rate Savings Ref #Ope2x22Kmm xxxxxx4793		150.00	51,960.93
10/13		Credit for Deposit Amount Corrections	10.15		51,971.08
10/14		Deposit	1,113.84		53,084.92
10/17		Deposit	1,614.00		
10/17		F S H R I Direct Dep 2285765 60000055-Classalakevie		3,103.75	51,595.17
10/18		Deposit	823.00		
10/18	7432	Check		136.00	52,282.17
10/19		Propay Transfer xxxxx4725 Lakeview Village *	57.45		52,339.62
10/20		Recurring Payment authorized on 10/19 ATT*Bill Payment 800-288-2020 TX S386293656552017 Card 3127		90.30	52,249.32
10/24		Deposit	1,498.00		
10/24		Deposit	1,053.00		54,800.32
10/26	7434	Check		218.36	
10/26	7441	Check		17,907.25	36,674.71
10/27		City of Dallas Vendr Pymt 161026 201610260291109 1*1\lea*1*000000001\	420.30		
10/27		Deposit	200.00		
10/27	7436	Check		1,930.53	35,364.48
10/28		Purchase authorized on 10/26 The Home Depot #89 Rowlett TX S466300605482261 Card 3127		353.96	
10/28	7433	Check		28.60	
10/28	7440	Check		601.21	34,380.71
10/31		Deposit	74.19		
10/31		Propay Transfer xxxxx2701 Lakeview Village *	935.00		
10/31		Propay Transfer xxxxx5748 Lakeview Village *	958.43		
10/31		Propay Transfer xxxxx2700 Lakeview Village *	1,872.08		
10/31		Purchase authorized on 10/27 Deford Lumber CO 214-2392524 TX S386301705625388 Card 3127		26.60	

Account number: ■ October 1, 2016 - October 31, 2016 ■ Page 3 of 4



**Transaction history (continued)**

Date	Check Number	Description	Deposits/ Credits	Withdrawals/ Debits	Ending daily balance
10/31		Purchase authorized on 10/27 Deford Lumber CO 214-2392524 TX S386301777551012 Card 3127		240.00	
10/31	7437	Check		684.00	
10/31	7439	Check		125.87	37,143.94
<b>Ending balance on 10/31</b>					<b>37,143.94</b>
<b>Totals</b>			<b>\$57,776.13</b>	<b>\$34,528.12</b>	

The Ending Daily Balance does not reflect any pending withdrawals or holds on deposited funds that may have been outstanding on your account when your transactions posted. If you had insufficient available funds when a transaction posted, fees may have been assessed.

**Summary of checks written** (checks listed are also displayed in the preceding Transaction history)

Number	Date	Amount	Number	Date	Amount	Number	Date	Amount
7421	10/6	147.87	7432 *	10/18	136.00	7437	10/31	684.00
7425 *	10/7	14.50	7433	10/28	28.60	7439 *	10/31	125.87
7427 *	10/4	2,181.41	7434	10/26	218.36	7440	10/28	601.21
7428	10/4	1,772.04	7436 *	10/27	1,930.53	7441	10/26	17,907.25
7430 *	10/4	356.55						

\* Gap in check sequence.

**Monthly service fee summary**

For a complete list of fees and detailed account information, please see the Wells Fargo Fee and Information Schedule and Account Agreement applicable to your account or talk to a banker. Go to [wellsfargo.com/feefaq](http://wellsfargo.com/feefaq) to find answers to common questions about the monthly service fee on your account.

Fee period 10/01/2016 - 10/31/2016 Standard monthly service fee \$12.00 You paid \$0.00

The fee is waived this fee period because the account is linked to a Platinum Business Checking account.

**How to avoid the monthly service fee**

Have any **ONE** of the following account requirements

	Minimum required	This fee period
• Minimum daily balance	\$3,000.00	\$13,895.93 <input checked="" type="checkbox"/>
• Average ledger balance	\$6,000.00	\$45,011.00 <input checked="" type="checkbox"/>
• Qualifying transaction from a linked Wells Fargo Business Payroll Services account	1	0 <input type="checkbox"/>
• The fee is waived when linked to a Platinum Business Checking account		

WVWHH

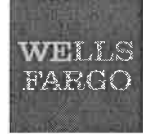


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1. Use the following worksheet to calculate your overall account balance.
2. Go through your register and mark each check, withdrawal, ATM transaction, payment, deposit or other credit listed on your statement. Be sure that your register shows any interest paid into your account and any service charges, automatic payments or ATM transactions withdrawn from your account during this statement period.
3. Use the chart to the right to list any deposits, transfers to your account, outstanding checks, ATM withdrawals, ATM payments or any other withdrawals (including any from previous months) which are listed in your register but not shown on your statement.

**ENTER**

**A.** The ending balance shown on your statement ..... \$ \_\_\_\_\_

**ADD**

**B.** Any deposits listed in your register or transfers into your account which are not shown on your statement.             \$ \_\_\_\_\_  
   \$ \_\_\_\_\_  
   \$ \_\_\_\_\_  
   + \$ \_\_\_\_\_  
   ..... **TOTAL \$** \_\_\_\_\_

**CALCULATE THE SUBTOTAL**

(Add Parts A and B)

..... **TOTAL \$** \_\_\_\_\_

**SUBTRACT**

**C.** The total outstanding checks and withdrawals from the chart above ..... \$ \_\_\_\_\_

**CALCULATE THE ENDING BALANCE**

(Part A + Part B - Part C)

This amount should be the same as the current balance shown in your check register ..... \$  

Number	Items Outstanding	Amount
<b>Total amount \$</b>		

# Business Market Rate Savings

Account number: ■ October 1, 2016 - October 31, 2016 ■ Page 1 of 3



CLASS A MANAGEMENT LLC  
DBA LAKEVIEW VILLAGE  
108 LUNDAY LN  
BURLESON TX 76028-2822

## Questions?

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Credit decisions subject to credit qualification.

### Activity summary

Beginning balance on 10/1	\$21,203.29
Deposits/Credits	20,259.63
Withdrawals/Debits	- 0.00
<b>Ending balance on 10/31</b>	<b>\$41,462.92</b>
Average ledger balance this period	\$24,548.29

Account number:

**CLASS A MANAGEMENT LLC**  
**DBA LAKEVIEW VILLAGE**

*Texas/Arkansas account terms and conditions apply*

For Direct Deposit use

Routing Number (RTN): 111900659

For Wire Transfers use

Routing Number (RTN): 121000248

### Interest summary

Interest paid this statement	\$0.63
Average collected balance	\$24,548.29
Annual percentage yield earned	0.03%
Interest earned this statement period	\$0.63
Interest paid this year	\$2.69



Account number: ■ October 1, 2016 - October 31, 2016 ■ Page 2 of 3



**Transaction history**

Date	Description	Deposits/ Credits	Withdrawals/ Debits	Ending daily balance
10/11	Recurring Transfer From Class A Management Business Checking Ref #Ope2x22Kmm xxxxxx0052	150.00		21,353.29
10/27	Online Transfer From Class A Management LLC Ref #lbekfgjm53 Business Checking Transfer to Lv Savings Per Dian Br Courts	20,109.00		41,462.29
10/31	Interest Payment	0.63		41,462.92
<b>Ending balance on 10/31</b>				<b>41,462.92</b>
<b>Totals</b>		<b>\$20,259.63</b>	<b>\$0.00</b>	

The Ending Daily Balance does not reflect any pending withdrawals or holds on deposited funds that may have been outstanding on your account when your transactions posted. If you had insufficient available funds when a transaction posted, fees may have been assessed.

**Monthly service fee summary**

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Fee period 10/01/2016 - 10/31/2016	Standard monthly service fee \$6.00	You paid \$0.00
------------------------------------	-------------------------------------	-----------------

The bank has waived the fee for this fee period.

How to avoid the monthly service fee	Minimum required	This fee period
Have any <b>ONE</b> of the following account requirements		
· Average collected balance	\$500.00	\$24,548.00 <input checked="" type="checkbox"/>
· Total automatic transfers from an eligible Wells Fargo business checking account	\$25.00	\$150.00 <input checked="" type="checkbox"/>

Y0Y0

**Account transaction fees summary**

Service charge description	Units used	Units included	Excess units	Service charge per excess units (\$)	Total service charge (\$)
Deposited Items	0	20	0	0.50	0.00
Cash Deposited (\$)	0	5,000	0	0.0030	0.00
<b>Total service charges</b>					<b>\$0.00</b>



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Account number:

■ October 1, 2016 - October 31, 2016 ■ Page 3 of 3



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3. Use the chart to the right to list any deposits, transfers to your account, outstanding checks, ATM withdrawals, ATM payments or any other withdrawals (including any from previous months) which are listed in your register but not shown on your statement.

**ENTER**

A. The ending balance shown on your statement ..... \$ \_\_\_\_\_

**ADD**

B. Any deposits listed in your register or transfers into your account which are not shown on your statement. .... \$ \_\_\_\_\_  
 ..... \$ \_\_\_\_\_  
 ..... \$ \_\_\_\_\_  
 ..... + \$ \_\_\_\_\_

..... **TOTAL** \$ \_\_\_\_\_

**CALCULATE THE SUBTOTAL**

(Add Parts A and B)

..... **TOTAL** \$ \_\_\_\_\_

**SUBTRACT**

C. The total outstanding checks and withdrawals from the chart above ..... - \$ \_\_\_\_\_

**CALCULATE THE ENDING BALANCE**

(Part A + Part B - Part C)

This amount should be the same as the current balance shown in your check register ..... \$ \_\_\_\_\_

Number	Items Outstanding	Amount
<b>Total amount</b> \$		

# Business Market Rate Savings



Account number:

■ October 1, 2016 - October 31, 2016 ■ Page 1 of 3

CLASS A MANAGEMENT LLC  
 DBA OAKWAY MANOR  
 108 LUNDAY LN  
 BURLESON TX 76028-2822

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### Activity summary

Beginning balance on 10/1	\$16,064.45
Deposits/Credits	150.41
Withdrawals/Debits	- 0.00
<b>Ending balance on 10/31</b>	<b>\$16,214.86</b>
Average ledger balance this period	\$16,166.06

Account number:

**CLASS A MANAGEMENT LLC**  
**DBA OAKWAY MANOR**

*Texas/Arkansas account terms and conditions apply*

For Direct Deposit use  
 Routing Number (RTN): 111900659

For Wire Transfers use  
 Routing Number (RTN): 121000248

### Interest summary

Interest paid this statement	\$0.41
Average collected balance	\$16,166.06
Annual percentage yield earned	0.03%
Interest earned this statement period	\$0.41
Interest paid this year	\$2.09



**Transaction history**

Date	Description	Deposits/ Credits	Withdrawals/ Debits	Ending daily balance
10/11	Recurring Transfer From Class A Management Business Checking Ref #Opecm6L57H xxxxxx9716	150.00		16,214.45
10/31	Interest Payment	0.41		16,214.86
<b>Ending balance on 10/31</b>				<b>16,214.86</b>
<b>Totals</b>		<b>\$150.41</b>	<b>\$0.00</b>	

The Ending Daily Balance does not reflect any pending withdrawals or holds on deposited funds that may have been outstanding on your account when your transactions posted. If you had insufficient available funds when a transaction posted, fees may have been assessed.

**Monthly service fee summary**

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Fee period 10/01/2016 - 10/31/2016	Standard monthly service fee \$6.00	You paid \$0.00
------------------------------------	-------------------------------------	-----------------

The bank has waived the fee for this fee period.

How to avoid the monthly service fee	Minimum required	This fee period
Have any <b>ONE</b> of the following account requirements		
· Average collected balance	\$500.00	\$16,166.00 <input checked="" type="checkbox"/>
· Total automatic transfers from an eligible Wells Fargo business checking account	\$25.00	\$150.00 <input checked="" type="checkbox"/>

ycrc

**Account transaction fees summary**

Service charge description	Units used	Units included	Excess units	Service charge per excess units (\$)	Total service charge (\$)
Deposited Items	0	20	0	0.50	0.00
Cash Deposited (\$)	0	5,000	0	0.0030	0.00
<b>Total service charges</b>					<b>\$0.00</b>

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# Wells Fargo Simple Business Checking



Account number: ■ October 1, 2016 - October 31, 2016 ■ Page 1 of 4

CLASS A MANAGEMENT LLC  
 DBA OAKWAY MANOR  
 108 LUNDAY LN  
 BURLESON TX 76028-2822

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## Account options

A check mark in the box indicates you have these convenient services with your account(s). Go to wells Fargo.com/biz or call the number above if you have questions or if you would like to add new services.

- Business Online Banking
- Online Statements
- Business Bill Pay
- Business Spending Report
- Overdraft Protection

## Activity summary

Beginning balance on 10/1	\$17,328.47
Deposits/Credits	30,735.91
Withdrawals/Debits	- 15,179.79
<b>Ending balance on 10/31</b>	<b>\$32,884.59</b>
Average ledger balance this period	\$37,352.34

## Overdraft Protection

Your account is linked to the following for Overdraft Protection:

- Savings - 000006454684926

Account number:

**CLASS A MANAGEMENT LLC**  
**DBA OAKWAY MANOR**

Texas/Arkansas account terms and conditions apply

For Direct Deposit use  
 Routing Number (RTN): 111900659

For Wire Transfers use  
 Routing Number (RTN): 121000248

Account number:

■ October 1, 2016 - October 31, 2016 ■ Page 2 of 4



**Transaction history**

Date	Check Number	Description	Deposits/ Credits	Withdrawals/ Debits	Ending daily balance
10/3		Deposit Made In A Branch/Store	2,651.26		
10/3	5459	Check		656.88	19,322.85
10/4		Deposit Made In A Branch/Store	13,219.57		
10/4		F S H R I Direct Dep 2283846 60000059-Classaoakway		1,511.05	
10/4	5461	Check		396.67	30,634.70
10/5		Deposit Made In A Branch/Store	9,260.87		39,895.57
10/11		Deposit Made In A Branch/Store	2,999.00		
10/11		Recurring Transfer to Class A Management LI Business Market Rate Savings Ref #Opecm6L57H xxxxxx4926		150.00	42,744.57
10/17		Credit for Deposit Amount Corrections	6.25		
10/17		Deposit Made In A Branch/Store	1,321.49		
10/17		F S H R I Direct Dep 2285778 60000059-Classaoakway		1,667.09	42,405.22
10/25	5465	Check		84.11	42,321.11
10/26	5467	Check		10,058.23	32,262.88
10/27	5466	Check		501.78	31,761.10
10/28		Deposit Made In A Branch/Store	1,277.47		
10/28	5464	Check		45.47	32,993.10
10/31	5463	Check		92.01	
10/31		Transactions Fee		16.50	32,884.59
<b>Ending balance on 10/31</b>					<b>32,884.59</b>
<b>Totals</b>			<b>\$30,735.91</b>	<b>\$15,179.79</b>	

The Ending Daily Balance does not reflect any pending withdrawals or holds on deposited funds that may have been outstanding on your account when your transactions posted. If you had insufficient available funds when a transaction posted, fees may have been assessed.

**Summary of checks written** (checks listed are also displayed in the preceding Transaction history)

Number	Date	Amount	Number	Date	Amount	Number	Date	Amount
5459	10/3	656.88	5464	10/28	45.47	5466	10/27	501.78
5461 *	10/4	396.67	5465	10/25	84.11	5467	10/26	10,058.23
5463 *	10/31	92.01						

\* Gap in check sequence.

**Monthly service fee summary**

For a complete list of fees and detailed account information, please see the Wells Fargo Fee and Information Schedule and Account Agreement applicable to your account or talk to a banker. Go to wells Fargo.com/feefaq to find answers to common questions about the monthly service fee on your account.

Fee period 10/01/2016 - 10/31/2016	Standard monthly service fee \$10.00	You paid \$0.00
The bank has waived the fee for this fee period.		
<b>How to avoid the monthly service fee</b>	Minimum required	This fee period
Have any <b>ONE</b> of the following account requirements		
<ul style="list-style-type: none"> <li>Average ledger balance</li> </ul>	\$500.00	\$37,352.00 <input checked="" type="checkbox"/>

C1/C1

Account number: ■ October 1, 2016 - October 31, 2016 ■ Page 3 of 4



**Account transaction fees summary**

<i>Service charge description</i>	<i>Units used</i>	<i>Units included</i>	<i>Excess units</i>	<i>Service charge per excess units (\$)</i>	<i>Total service charge (\$)</i>
Cash Deposited (\$)	0	3,000	0	0.0030	0.00
Transactions	83	50	33	0.50	16.50
<b>Total service charges</b>					<b>\$16.50</b>



**IMPORTANT ACCOUNT INFORMATION**

It's important for you to have peace of mind.

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We'll spend time understanding your financial needs and reviewing your accounts and options. We'll also help you close any accounts or discontinue services you do not recognize or want, and discuss the process that's been established to address any remaining concerns resulting from accounts and services opened on your behalf.





# Business Market Rate Savings



Account number: ■ October 1, 2016 - October 31, 2016 ■ Page 1 of 3

CLASS A MANAGEMENT LLC  
 DBA THE WOODS  
 108 LUNDAY LN  
 BURLESON TX 76028-2822

## Questions?

Available by phone 24 hours a day, 7 days a week:  
 Telecommunications Relay Services calls accepted

**1-800-CALL-WELLS** (1-800-225-5935)

TTY: 1-800-877-4833

En español: 1-877-337-7454

Online: [wellsfargo.com/biz](http://wellsfargo.com/biz)

Write: Wells Fargo Bank, N.A. (808)  
 P.O. Box 6995  
 Portland, OR 97228-6995

## Your Business and Wells Fargo

Get a clear look at the business financing process to decide if and when business credit is right for you. Visit [wellsfargoworks.com/credit](http://wellsfargoworks.com/credit) to find out more.

Credit decisions subject to credit qualification.

### Activity summary

Beginning balance on 10/1	\$26,853.04
Deposits/Credits	150.68
Withdrawals/Debits	- 0.00
<b>Ending balance on 10/31</b>	<b>\$27,003.72</b>
Average ledger balance this period	\$26,954.65

Account number:

**CLASS A MANAGEMENT LLC**  
**DBA THE WOODS**

*Texas/Arkansas account terms and conditions apply*

For Direct Deposit use  
 Routing Number (RTN): 111900659

For Wire Transfers use  
 Routing Number (RTN): 121000248

### Interest summary

Interest paid this statement	\$0.68
Average collected balance	\$26,954.65
Annual percentage yield earned	0.03%
Interest earned this statement period	\$0.68
Interest paid this year	\$3.09

Account number: October 1, 2016 - October 31, 2016 Page 2 of 3



**Transaction history**

Date	Description	Deposits/ Credits	Withdrawals/ Debits	Ending daily balance
10/11	Recurring Transfer From Class A Management Business Checking Ref #Opecm6J17x xxxxxx9724	150.00		27,003.04
10/31	Interest Payment	0.68		27,003.72
<b>Ending balance on 10/31</b>				<b>27,003.72</b>
<b>Totals</b>		<b>\$150.68</b>	<b>\$0.00</b>	

The Ending Daily Balance does not reflect any pending withdrawals or holds on deposited funds that may have been outstanding on your account when your transactions posted. If you had insufficient available funds when a transaction posted, fees may have been assessed.

**Monthly service fee summary**

For a complete list of fees and detailed account information, please see the Wells Fargo Fee and Information Schedule and Account Agreement applicable to your account or talk to a banker. Go to [wellsfargo.com/feefaq](http://wellsfargo.com/feefaq) to find answers to common questions about the monthly service fee on your account.

Fee period 10/01/2016 - 10/31/2016	Standard monthly service fee \$6.00	You paid \$0.00
The bank has waived the fee for this fee period.		
<b>How to avoid the monthly service fee</b>	<b>Minimum required</b>	<b>This fee period</b>
Have any <b>ONE</b> of the following account requirements		
· Average collected balance	\$500.00	\$26,955.00 <input checked="" type="checkbox"/>
· Total automatic transfers from an eligible Wells Fargo business checking account	\$25.00	\$150.00 <input checked="" type="checkbox"/>

**Account transaction fees summary**

Service charge description	Units used	Units included	Excess units	Service charge per excess units (\$)	Total service charge (\$)
Deposited Items	0	20	0	0.50	0.00
Cash Deposited (\$)	0	5,000	0	0.0030	0.00
<b>Total service charges</b>					<b>\$0.00</b>

**IMPORTANT ACCOUNT INFORMATION**

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Account number: \ ■ October 1, 2016 - October 31, 2016 ■ Page 3 of 3



**General statement policies for Wells Fargo Bank**

■ **Notice:** Wells Fargo Bank, N.A. may furnish information about accounts belonging to individuals, including sole proprietorships, to consumer reporting agencies. If this applies to you, you have the right to dispute the accuracy of information that we have reported by writing to us at: Overdraft Collections and Recovery, P.O. Box 5058, Portland, OR 97208-5058.

You must describe the specific information that is inaccurate or in dispute and the basis for any dispute with supporting documentation. In the case of information that relates to an identity theft, you will need to provide us with an identity theft report.

**Account Balance Calculation Worksheet**

1. Use the following worksheet to calculate your overall account balance.
2. Go through your register and mark each check, withdrawal, ATM transaction, payment, deposit or other credit listed on your statement. Be sure that your register shows any interest paid into your account and any service charges, automatic payments or ATM transactions withdrawn from your account during this statement period.
3. Use the chart to the right to list any deposits, transfers to your account, outstanding checks, ATM withdrawals, ATM payments or any other withdrawals (including any from previous months) which are listed in your register but not shown on your statement.

**ENTER**

A. The ending balance shown on your statement ..... \$ \_\_\_\_\_

**ADD**

B. Any deposits listed in your register or transfers into your account which are not shown on your statement.

	\$	
	\$	
	\$	
	+	
.....	<b>TOTAL \$</b>	

**CALCULATE THE SUBTOTAL**

(Add Parts A and B)

..... **TOTAL \$** \_\_\_\_\_

**SUBTRACT**

C. The total outstanding checks and withdrawals from the chart above ..... - \$ \_\_\_\_\_

**CALCULATE THE ENDING BALANCE**

(Part A + Part B - Part C)

This amount should be the same as the current balance shown in your check register .....

\$	
----	--

Number	Items Outstanding	Amount
<b>Total amount \$</b>		

# Gold Business Services Package

Account number: ■ October 1, 2016 - October 31, 2016 ■ Page 1 of 5



CLASS A MANAGEMENT LLC  
 DBA THE WOODS  
 108 LUNDAY LN  
 BURLESON TX 76028-2822

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En español: 1-877-337-7454

Online: [wellsfargo.com/biz](http://wellsfargo.com/biz)

Write: Wells Fargo Bank, N.A. (808)  
 P.O. Box 6995  
 Portland, OR 97228-6995

## Your Business and Wells Fargo

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Credit decisions subject to credit qualification.

## Account options

A check mark in the box indicates you have these convenient services with your account(s). Go to [wellsfargo.com/biz](http://wellsfargo.com/biz) or call the number above if you have questions or if you would like to add new services.

- Business Online Banking
- Online Statements
- Business Bill Pay
- Business Spending Report
- Overdraft Protection

## Activity summary

Beginning balance on 10/1	\$9,459.15
Deposits/Credits	44,164.39
Withdrawals/Debits	- 26,453.00
<b>Ending balance on 10/31</b>	<b>\$27,170.54</b>
 Average ledger balance this period	 \$36,317.26

Account number:

**CLASS A MANAGEMENT LLC**  
**DBA THE WOODS**

*Texas/Arkansas account terms and conditions apply*

For Direct Deposit use

Routing Number (RTN): 111900659

For Wire Transfers use

Routing Number (RTN): 121000248

## Overdraft Protection

Your account is linked to the following for Overdraft Protection:

- Savings - 000006454684934

Account number: ■ October 1, 2016 - October 31, 2016 ■ Page 2 of 5



**Transaction history**

Date	Check Number	Description	Deposits/ Credits	Withdrawals/ Debits	Ending daily balance
10/3		Deposit Made In A Branch/Store	2,765.37		
10/3	6096	Check		871.78	
10/3	6102	Check		143.20	
10/3	6104	Check		70.45	
10/3	6092	Check		444.52	10,694.57
10/4		Deposit Made In A Branch/Store	14,066.37		
10/4		Deposit Made In A Branch/Store	14,679.31		
10/4		F S H R I Direct Dep 2283847 101756-Classamanagemen		2,646.44	
10/4	6099	Check		221.10	
10/4	6093	Check		18.23	
10/4	6098	Check		1,232.03	
10/4	6103	Check		220.78	35,101.67
10/5		Deposit Made In A Branch/Store	6,700.05		
10/5		Propay Transfer xxxxx1882 The Woods Apartment S	700.00		
10/5	6100	Check		31.76	42,469.96
10/6		Propay Transfer xxxxx5049 The Woods Apartment S	271.30		42,741.26
10/7	6101	Check		106.04	42,635.22
10/11		Credit for Deposit Amount Corrections	2.01		
10/11		Deposit Made In A Branch/Store	1,895.90		
10/11		Propay Transfer xxxxx7606 The Woods Apartment S	819.27		
10/11		Online Dep Detail & Images - Bob		3.00	
10/11		Purchase authorized on 10/07 The Home Depot #05 Irving TX S306281602592461 Card 3077		309.64	
10/11		Recurring Transfer to Class A Management LI Business Market Rate Savings Ref #Opecm6J17x xxxxxx4934		150.00	
10/11	6097	Check		352.69	44,537.07
10/12	6074	Check		232.74	44,304.33
10/17		Deposit Made In A Branch/Store	1,675.16		
10/17		F S H R I Direct Dep 2285799 101756-Classamanagemen		3,557.99	42,421.50
10/20		Purchase authorized on 10/18 Deford Lumber CO 214-2392524 TX S586292724262603 Card 3077		1,421.01	41,000.49
10/25	6109	Check		138.18	40,862.31
10/26	6111	Check		12,649.94	28,212.37
10/27	6105	Deposited OR Cashed Check		39.92	
10/27	6110	Check		859.25	27,313.20
10/28		Deposit Made In A Branch/Store	589.65		
10/28	6108	Check		74.69	27,828.16
10/31		Purchase authorized on 10/28 Dolittles Applianc 972-2851505 TX S306302613497984 Card 3077		557.49	
10/31	6107	Check		100.13	27,170.54
<b>Ending balance on 10/31</b>					<b>27,170.54</b>
<b>Totals</b>			<b>\$44,164.39</b>	<b>\$26,453.00</b>	

The Ending Daily Balance does not reflect any pending withdrawals or holds on deposited funds that may have been outstanding on your account when your transactions posted. If you had insufficient available funds when a transaction posted, fees may have been assessed.

**Summary of checks written** (checks listed are also displayed in the preceding Transaction history)

Number	Date	Amount	Number	Date	Amount	Number	Date	Amount
6074	10/12	232.74	6098	10/4	1,232.03	6103	10/4	220.78
6092 *	10/3	444.52	6099	10/4	221.10	6104	10/3	70.45
6093	10/4	18.23	6100	10/5	31.76	6105	10/27	39.92
6096 *	10/3	871.78	6101	10/7	106.04	6107 *	10/31	100.13
6097	10/11	352.69	6102	10/3	143.20	6108	10/28	74.69

Account number: ■ October 1, 2016 - October 31, 2016 ■ Page 3 of 5



**Summary of checks written (continued)**

Number	Date	Amount	Number	Date	Amount	Number	Date	Amount
6109	10/25	138.18	6110	10/27	859.25	6111	10/26	12,649.94

\* Gap in check sequence.

**Monthly service fee summary**

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Fee period 10/01/2016 - 10/31/2016 Standard monthly service fee \$14.00 You paid \$0.00

The bank has waived the fee for this fee period.

**How to avoid the monthly service fee (complete 1 AND 2)**

1) Have any **ONE** of the following account requirements

- Average ledger balance
- Qualifying transaction from a linked Wells Fargo Business Payroll Services account
- Qualifying transaction from a linked Wells Fargo Merchant Services account
- Total automatic transfers to an eligible Wells Fargo business savings account
- Enrollment in a linked Direct Pay service through Wells Fargo Business Online
- Combined balances in linked accounts, which may include
  - Average ledger balances in business checking, savings, and time accounts
  - Most recent statement balance of Wells Fargo business credit cards, Wells Fargo Business Secured Credit Card, BusinessLine® line of credit, Wells Fargo Small Business Advantage® line of credit, Working Capital Line of Credit, Advancing Term Line of Credit, and BusinessLoan® term loan
  - Combined average daily balances from the previous month for Wells Fargo Business PrimeLoan<sup>SM</sup>, Commercial Equity Loan, Commercial Refinance Loan, Commercial Purchase Loan, Commercial Equity Line of Credit, Small Business Advantage® loan, Equipment Express® loan, and Equipment Express® Single Event loan

Minimum required

This fee period

\$7,500.00	\$36,317.00 <input checked="" type="checkbox"/>
1	0 <input type="checkbox"/>
1	0 <input type="checkbox"/>
\$25.00	\$150.00 <input checked="" type="checkbox"/>
1	0 <input type="checkbox"/>
\$10,000.00	<input checked="" type="checkbox"/>

2) Complete the package requirements

- Have qualifying linked accounts or services in separate categories\*

3

\*Includes Wells Fargo business accounts and services such as debit card, savings accounts, active Online Banking, credit card, loans and lines of credit.  
C2/C2

**Account transaction fees summary**

Service charge description	Units used	Units included	Excess units	Service charge per excess units (\$)	Total service charge (\$)
Cash Deposited (\$)	0	7,500	0	0.0030	0.00
Transactions	140	200	0	0.50	0.00
<b>Total service charges</b>					<b>\$0.00</b>

**IMPORTANT ACCOUNT INFORMATION**

It's important for you to have peace of mind.

Account number:

■ October 1, 2016 - October 31, 2016 ■ Page 4 of 5



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Monthly Operating Report  
ACCRUAL BASIS

CASE NAME:	BAERG REAL PROPERTY TRUST
CASE NUMBER:	16-33793
JUDGE:	HOUSER


UNITED STATES BANKRUPTCY COURT  
NORTHERN & EASTERN DISTRICTS OF TEXAS  
REGION 6

MONTHLY OPERATING REPORT


MONTH ENDING: November 2016  
MONTH YEAR

IN ACCORDANCE WITH TITLE 28, SECTION 1746, OF THE UNITED STATES CODE, I DECLARE UNDER PENALTY OF PERJURY THAT I HAVE EXAMINED THE FOLLOWING MONTHLY OPERATING REPORT (ACCRUAL BASIS-1 THROUGH ACCRUAL BASIS-7) AND THE ACCOMPANYING ATTACHMENTS AND, TO THE BEST OF MY KNOWLEDGE, THESE DOCUMENTS ARE TRUE, CORRECT, AND COMPLETE. DECLARATION OF THE PREPARER (OTHER THAN RESPONSIBLE PARTY) IS BASED ON ALL INFORMATION OF WHICH PREPARER HAS ANY KNOWLEDGE.

RESPONSIBLE PARTY:

	<u>Trustee</u>
ORIGINAL SIGNATURE OF RESPONSIBLE PARTY	TITLE
<u>Hal Baerg</u>	<u>12-20-16</u>
PRINTED NAME OF RESPONSIBLE PARTY	DATE

PREPARER:

	<u>BOOKKEEPER</u>
ORIGINAL SIGNATURE OF PREPARER	TITLE
<u>Shelley Swartzendruber</u>	<u>12-20-16</u>
PRINTED NAME OF PREPARER	DATE

Monthly Operating Report  
ACCURAL BASIS-1

CASE NAME: BALZES Seal Property Trust  
 CASE NUMBER: 16-33793

COMPARATIVE BALANCE SHEET

	SCHEDULE AMOUNT	NOV MONTH	MONTH	MONTH
<b>ASSETS</b>				
1. UNRESTRICTED CASH				
2. RESTRICTED CASH				
3. TOTAL CASH		248,514.45		
4. ACCOUNTS RECEIVABLE (NET)		13062.10		
5. INVENTORY				
6. NOTES RECEIVABLE				
7. PREPAID EXPENSES				
8. OTHER (ATTACH LIST)				
9. TOTAL CURRENT ASSETS		337,843.04		
10. PROPERTY, PLANT & EQUIPMENT		239,157.50		
11. LESS: ACCUMULATED DEPRECIATION/DEPLETION				
12. NET PROPERTY, PLANT & EQUIPMENT		239,157.50		
13. DUE FROM INSIDERS				
14. OTHER ASSETS - NET OF AMORTIZATION (ATTACH LIST)				
15. OTHER (ATTACH LIST)				
16. TOTAL ASSETS		295,402.48		
<b>POSTPETITION LIABILITIES</b>				
17. ACCOUNTS PAYABLE		137,123.15		
18. TAXES PAYABLE				
19. NOTES PAYABLE				
20. PROFESSIONAL FEES				
21. SECURED DEBT				
22. OTHER (ATTACH LIST)				
23. TOTAL POSTPETITION LIABILITIES		137,123.15		
<b>PREPETITION LIABILITIES</b>				
24. SECURED DEBT		150,788.04		
25. PRIORITY DEBT				
26. UNSECURED DEBT		383,521.3		
27. OTHER (ATTACH LIST)				
28. TOTAL PREPETITION LIABILITIES		534,309.34		
29. TOTAL LIABILITIES		671,432.49		
<b>EQUITY</b>				
30. PREPETITION OWNERS' EQUITY				
31. POSTPETITION CUMULATIVE PROFIT OR (LOSS)		57,959.79		
32. DIRECT CHARGES TO EQUITY (ATTACH EXPLANATION)				
33. TOTAL EQUITY		229,520.24		
34. TOTAL LIABILITIES & OWNERS' EQUITY		295,402.48		

Monthly Operating Report  
ACCUAL BASIS-2

CASE NAME: BAERS Real Property Trust  
 CASE NUMBER: 16-33793

INCOME STATEMENT	MONTH	MONTH	MONTH	MONTH
<b>REVENUES</b>				
1. GROSS REVENUES	188601.60			
2. LESS: RETURNS & DISCOUNTS				
3. NET REVENUE	188601.60			
<b>COST OF GOODS SOLD</b>				
4. MATERIAL	8553.02			
5. DIRECT LABOR	25630.65			
6. DIRECT OVERHEAD	18463.19			
7. TOTAL COST OF GOODS SOLD	52,646.86			
8. GROSS PROFIT				
<b>OPERATING EXPENSES</b>				
9. OFFICER / INSIDER COMPENSATION				
10. SELLING & MARKETING				
11. GENERAL & ADMINISTRATIVE	319.82			
12. RENT & LEASE				
13. OTHER (ATTACH LIST)				
14. TOTAL OPERATING EXPENSES	319.82			
15. INCOME BEFORE NON-OPERATING INCOME & EXPENSE	135634.92			
<b>OTHER INCOME &amp; EXPENSES</b>				
16. NON-OPERATING INCOME (ATTACH LIST)				
17. NON-OPERATING EXPENSE (ATTACH LIST)				
18. INTEREST EXPENSE	48221.86			
19. DEPRECIATION / DEPLETION				
20. AMORTIZATION				
21. OTHER (ATTACH LIST)				
22. NET OTHER INCOME & EXPENSES	48221.86			
<b>REORGANIZATION EXPENSES</b>				
23. PROFESSIONAL FEES <i>mgmt</i>	11095.56			
24. U.S. TRUSTEE FEES				
25. OTHER (ATTACH LIST)				
26. TOTAL REORGANIZATION EXPENSES				
27. INCOME TAX				
28. NET PROFIT (LOSS)	76317.50			

Monthly Operating Report  
ACCURAL BASIS-3

CASE NAME: BAERs Real Property Trust  
 CASE NUMBER: 16-33793

CASH RECEIPTS AND DISBURSEMENTS	MONTH	MONTH	MONTH	QUARTER
1. CASH - BEGINNING OF MONTH	215008.00			
<b>RECEIPTS FROM OPERATIONS</b>				
2. CASH SALES	188601.60			
<b>COLLECTION OF ACCOUNTS RECEIVABLE</b>				
3. PREPETITION				
4. POSTPETITION				
5. TOTAL OPERATING RECEIPTS	188601.60			
<b>NON-OPERATING RECEIPTS</b>				
6. LOANS & ADVANCES (ATTACH LIST)				
7. SALE OF ASSETS				
8. OTHER (ATTACH LIST)				
9. TOTAL NON-OPERATING RECEIPTS				
10. TOTAL RECEIPTS	188601.60			
11. TOTAL CASH AVAILABLE	403609.60			
<b>OPERATING DISBURSEMENTS</b>				
12. NET PAYROLL	23271.10			
13. PAYROLL TAXES PAID				
14. SALES, USE & OTHER TAXES PAID				
15. SECURED / RENTAL / LEASES				
16. UTILITIES	30289.55			
17. INSURANCE				
18. INVENTORY PURCHASES				
19. VEHICLE EXPENSES				
20. TRAVEL				
21. ENTERTAINMENT				
22. REPAIRS & MAINTENANCE	24236.73			
23. SUPPLIES				
24. ADVERTISING				
25. OTHER (ATTACH LIST)	63041.23			
26. TOTAL OPERATING DISBURSEMENTS				
<b>REORGANIZATION EXPENSES</b>				
27. PROFESSIONAL FEES				
28. U.S. TRUSTEE FEES				
29. OTHER (ATTACH LIST) <i>mgmt</i>	11667.90			
30. TOTAL REORGANIZATION EXPENSES				
31. TOTAL DISBURSEMENTS	155095.15			
32. NET CASH FLOW				
33. CASH - END OF MONTH	248514.45			

Monthly Operating Report  
ACCURAL BASIS-4

CASE NAME: BACER Real Property Trust  
 CASE NUMBER: 16-33793

ACCOUNTS RECEIVABLE AGING	SCHEDULE AMOUNT	MONTH	MONTH	MONTH
1. 0-30		11385.48		
2. 31-60		1294.73		
3. 61-90		146.10		
4. 91+		1973.53		
5. TOTAL ACCOUNTS RECEIVABLE		14799.84		
6. AMOUNT CONSIDERED UNCOLLECTIBLE		1737.74		
7. ACCOUNTS RECEIVABLE (NET)		13062.10		

AGING OF POSTPETITION TAXES AND PAYABLES MONTH: \_\_\_\_\_

TAXES PAYABLE	0-30 DAYS	31-60 DAYS	61-90 DAYS	91+ DAYS	TOTAL
1. FEDERAL					
2. STATE					
3. LOCAL					
4. OTHER (ATTACH LIST)					
5. TOTAL TAXES PAYABLE					
6. ACCOUNTS PAYABLE	25519.94	131164.27	11290.15	946.87	

STATUS OF POSTPETITION TAXES MONTH: \_\_\_\_\_

FEDERAL	BEGINNING TAX LIABILITY	AMOUNT WITHHELD AND/OR ACCRUED	AMOUNT PAID	ENDING TAX LIABILITY
1. WITHHOLDING				
2. FICA-EMPLOYEE				
3. FICA-EMPLOYER				
4. UNEMPLOYMENT				
5. INCOME				
6. OTHER (ATTACH LIST)				
7. TOTAL FEDERAL TAXES				
STATE AND LOCAL				
8. WITHHOLDING				
9. SALES				
10. EXCISE				
11. UNEMPLOYMENT				
12. REAL PROPERTY				
13. PERSONAL PROPERTY				
14. OTHER (ATTACH LIST)				
15. TOTAL STATE & LOCAL				
16. TOTAL TAXES				

N/A

**Monthly Operating Report**  
ACCURAL BASIS-5

CASE NAME: BARRB Real Property Trust  
 CASE NUMBER: 16-33793

MONTH: Nov 2016

BANK RECONCILIATIONS				
	Account #1 <u>LB</u>	Account #2 <u>LB</u>	Account #3 <u>LV</u>	
A. BANK:	<u>1111111111</u>	<u>1111111111</u>	<u>1111111111</u>	
B. ACCOUNT NUMBER:	<u>2381</u>	<u>071</u>	<u>062</u>	
C. PURPOSE (TYPE):	<u>check</u>	<u>save</u>	<u>check</u>	
1. BALANCE PER BANK STATEMENT	<u>42663.39</u>	<u>0.00</u>	<u>46482.38</u>	TOTAL
2. ADD: TOTAL DEPOSITS NOT CREDITED				
3. SUBTRACT: OUTSTANDING CHECKS	<u>404.64</u>			
4. OTHER RECONCILING ITEMS			<u>866169</u>	
5. MONTH END BALANCE PER BOOKS	<u>42258.74</u>	<u>0.00</u>	<u>43615.69</u>	
6. NUMBER OF LAST CHECK WRITTEN	<u>1504</u>		<u>7471</u>	

INVESTMENT ACCOUNTS				
BANK, ACCOUNT NAME & NUMBER	DATE OF PURCHASE	TYPE OF INSTRUMENT	PURCHASE PRICE	CURRENT VALUE
7.				
8.				
9.				
10.				
11. TOTAL INVESTMENTS			<u>N/A</u>	

CASH	
12. CURRENCY ON HAND	
13. TOTAL CASH - END OF MONTH	

Monthly Operating Report  
ACCURAL BASIS-5

CASE NAME: Caeg Real Property Trust  
 CASE NUMBER: 16-33793

MONTH: Nov 2016

BANK RECONCILIATIONS				
	Account #1 <u>LV</u>	Account #2 <u>OM</u>	Account #3 <u>OM</u>	TOTAL
A. BANK:	<u>11-11-2-rgo</u>	<u>11-11-2-rgo</u>	<u>11-11-2-rgo</u>	
B. ACCOUNT NUMBER:	<u>1793</u>	<u>1716</u>	<u>4926</u>	
C. PURPOSE (TYPE):	<u>save</u>	<u>check</u>	<u>save</u>	
1. BALANCE PER BANK STATEMENT	<u>0.00</u>	<u>3532.43</u>	<u>0.00</u>	
2. ADD: TOTAL DEPOSITS NOT CREDITED				
3. SUBTRACT: OUTSTANDING CHECKS		<u>350.00</u>		
4. OTHER RECONCILING ITEMS				
5. MONTH END BALANCE PER BOOKS	<u>0.00</u>	<u>35022.43</u>	<u>0.00</u>	
6. NUMBER OF LAST CHECK WRITTEN		<u>3483</u>		

INVESTMENT ACCOUNTS				
BANK, ACCOUNT NAME & NUMBER	DATE OF PURCHASE	TYPE OF INSTRUMENT	PURCHASE PRICE	CURRENT VALUE
7.				
8.				
9.				
10.				
11. TOTAL INVESTMENTS		<u>N/A</u>		

CASH	
12. CURRENCY ON HAND	
13. TOTAL CASH - END OF MONTH	



**Monthly Operating Report**  
**ACCRUAL BASIS-5**

CASE NAME: Baerg Real Property Trust  
 CASE NUMBER: 16-33793

MONTH: NOV 2016

BANK RECONCILIATIONS		Account #1 TW	Account #2 TW	Account #3 LB	TOTAL
A. BANK:		11111111	11111111	11111111	
B. ACCOUNT NUMBER:		11111111	11111111	11111111	
C. PURPOSE (TYPE):		check	save	check dip	
1. BALANCE PER BANK STATEMENT		35014.51	0.00	1000.00	
2. ADD: TOTAL DEPOSITS NOT CREDITED					
3. SUBTRACT: OUTSTANDING CHECKS		1316.41			
4. OTHER RECONCILING ITEMS					
5. MONTH END BALANCE PER BOOKS		33698.10	0.00	1000.00	
6. NUMBER OF LAST CHECK WRITTEN		6138			

INVESTMENT ACCOUNTS				
BANK, ACCOUNT NAME & NUMBER	DATE OF PURCHASE	TYPE OF INSTRUMENT	PURCHASE PRICE	CURRENT VALUE
7.				
8.				
9.				
10.				
11. TOTAL INVESTMENTS		N/A		

CASH	
12. CURRENCY ON HAND	
13. TOTAL CASH - END OF MONTH	

**Monthly Operating Report**  
**ACCRUAL BASIS-5**

CASE NAME: Baerg Real Property Trust  
 CASE NUMBER: 16-33793

MONTH: NOV 2016

BANK RECONCILIATIONS				
	Account #1 <u>LV</u>	Account #2 <u>LV</u>	Account #3 <u>LV</u>	TOTAL
A. BANK:	<u>1112112 Wells Fargo</u>	<u>1112112 Wells Fargo</u>	<u>Wells Fargo</u>	
B. ACCOUNT NUMBER:	<u>094</u>	<u>926</u>	<u>128</u>	
C. PURPOSE (TYPE):	<u>save DIP</u>	<u>check DIP</u>	<u>save DIP</u>	
1. BALANCE PER BANK STATEMENT	<u>1150.82</u>	<u>1000.00</u>	<u>41613.94</u>	
2. ADD: TOTAL DEPOSITS NOT CREDITED				
3. SUBTRACT: OUTSTANDING CHECKS				
4. OTHER RECONCILING ITEMS				
5. MONTH END BALANCE PER BOOKS	<u>1150.82</u>	<u>1000.00</u>	<u>41613.94</u>	
6. NUMBER OF LAST CHECK WRITTEN				

INVESTMENT ACCOUNTS				
BANK, ACCOUNT NAME & NUMBER	DATE OF PURCHASE	TYPE OF INSTRUMENT	PURCHASE PRICE	CURRENT VALUE
7.				
8.				
9.				
10.				
11. TOTAL INVESTMENTS			<u>N/A</u>	

CASH	
12.	CURRENCY ON HAND
13.	TOTAL CASH - END OF MONTH

**Monthly Operating Report**  
ACCURAL BASIS-5

CASE NAME: Baerg Real Property Trust  
 CASE NUMBER: 16-33793

MONTH: NOV 2016

BANK RECONCILIATIONS				
	Account #1 <u>OM</u>	Account #2 <u>OM</u>	Account #3 <u>TW</u>	TOTAL
A. BANK:	<u>112112 Carg</u>	<u>112112 Carg</u>	<u>112112 Fargo</u>	
B. ACCOUNT NUMBER:	<u>534</u>	<u>560</u>	<u>142</u>	
C. PURPOSE (TYPE):	<u>check dip</u>	<u>save dip</u>	<u>check dip</u>	
1. BALANCE PER BANK STATEMENT	<u>1000.00</u>	<u>16363.26</u>	<u>1000.00</u>	
2. ADD: TOTAL DEPOSITS NOT CREDITED	<u>      </u>	<u>      </u>	<u>      </u>	
3. SUBTRACT: OUTSTANDING CHECKS	<u>      </u>	<u>      </u>	<u>      </u>	
4. OTHER RECONCILING ITEMS	<u>      </u>	<u>      </u>	<u>      </u>	
5. MONTH END BALANCE PER BOOKS	<u>1000.00</u>	<u>16363.26</u>	<u>1000.00</u>	
6. NUMBER OF LAST CHECK WRITTEN	<u>      </u>	<u>      </u>	<u>      </u>	

INVESTMENT ACCOUNTS				
BANK, ACCOUNT NAME & NUMBER	DATE OF PURCHASE	TYPE OF INSTRUMENT	PURCHASE PRICE	CURRENT VALUE
7.				
8.				
9.				
10.				
11. TOTAL INVESTMENTS				

CASH	
12. CURRENCY ON HAND	
13. TOTAL CASH - END OF MONTH	

Monthly Operating Report  
ACCRUAL BASIS-5

CASE NAME: Baerg Real Property Trust  
 CASE NUMBER: 16-33793

MONTH: NOV 2016

BANK RECONCILIATIONS		Account #1 <u>TW</u>	Account #2	Account #3	TOTAL
A. BANK:		<u>1st Nat - Chicago</u>			
B. ACCOUNT NUMBER:		<u>1086</u>			
C. PURPOSE (TYPE):		<u>Save DIP</u>			
1. BALANCE PER BANK STATEMENT		<u>27134.39</u>			
2. ADD: TOTAL DEPOSITS NOT CREDITED					
3. SUBTRACT: OUTSTANDING CHECKS					
4. OTHER RECONCILING ITEMS					
5. MONTH END BALANCE PER BOOKS		<u>27134.39</u>			
6. NUMBER OF LAST CHECK WRITTEN					

INVESTMENT ACCOUNTS				
BANK, ACCOUNT NAME & NUMBER	DATE OF PURCHASE	TYPE OF INSTRUMENT	PURCHASE PRICE	CURRENT VALUE
7.				
8.				
9.				
10.				
11. TOTAL INVESTMENTS			<u>N/A</u>	

CASH	
12. CURRENCY ON HAND	
13. TOTAL CASH - END OF MONTH	

**Monthly Operating Report**  
**ACCRUAL BASIS-6**

CASE NAME: BAERG REAL PROPERTY TRUST

CASE NUMBER: 16-33793

MONTH: \_\_\_\_\_

**PAYMENTS TO INSIDERS AND PROFESSIONALS**

INSIDERS			
NAME	TYPE OF PAYMENT	AMOUNT PAID	TOTAL PAID TO DATE
1.			
2.			
3.			
4.			
5.			
6.	TOTAL PAYMENTS TO INSIDERS		

PROFESSIONALS					
NAME	DATE OF COURT ORDER AUTHORIZING PAYMENT	AMOUNT APPROVED	AMOUNT PAID	TOTAL PAID TO DATE	TOTAL INCURRED & UNPAID *
1.					
2.					
3.					
4.					
5.					
6.	TOTAL PAYMENTS TO PROFESSIONALS				

N/A

**POSTPETITION STATUS OF SECURED NOTES, LEASES PAYABLE AND ADEQUATE PROTECTION PAYMENTS**

NAME OF CREDITOR	SCHEDULED MONTHLY PAYMENTS DUE	AMOUNTS PAID DURING MONTH	TOTAL UNPAID POSTPETITION
1.			
2.			
3.			
4.			
5.			
6.	TOTAL		

**Monthly Operating Report**  
ACCURAL BASIS-7

CASE NAME: BARRER Real Property Trust  
 CASE NUMBER: 16-33793

MONTH: Nov 2016

**QUESTIONNAIRE**

	YES	NO
1. HAVE ANY ASSETS BEEN SOLD OR TRANSFERRED OUTSIDE THE NORMAL COURSE OF BUSINESS THIS REPORTING PERIOD?		<input checked="" type="checkbox"/>
2. HAVE ANY FUNDS BEEN DISBURSED FROM ANY ACCOUNT OTHER THAN A DEBTOR IN POSSESSION ACCOUNT?		<input checked="" type="checkbox"/>
3. ARE ANY POSTPETITION RECEIVABLES (ACCOUNTS, NOTES, OR LOANS) DUE FROM RELATED PARTIES?		<input checked="" type="checkbox"/>
4. HAVE ANY PAYMENTS BEEN MADE ON PREPETITION LIABILITIES THIS REPORTING PERIOD?		<input checked="" type="checkbox"/>
5. HAVE ANY POSTPETITION LOANS BEEN RECEIVED BY THE DEBTOR FROM ANY PARTY?		<input checked="" type="checkbox"/>
6. ARE ANY POSTPETITION PAYROLL TAXES PAST DUE?		<input checked="" type="checkbox"/>
7. ARE ANY POSTPETITION STATE OR FEDERAL INCOME TAXES PAST DUE?		<input checked="" type="checkbox"/>
8. ARE ANY POSTPETITION REAL ESTATE TAXES PAST DUE?		<input checked="" type="checkbox"/>
9. ARE ANY OTHER POSTPETITION TAXES PAST DUE?		<input checked="" type="checkbox"/>
10. ARE ANY AMOUNTS OWED TO POSTPETITION CREDITORS DELINQUENT?		<input checked="" type="checkbox"/>
11. HAVE ANY PREPETITION TAXES BEEN PAID DURING THE REPORTING PERIOD?		<input checked="" type="checkbox"/>
12. ARE ANY WAGE PAYMENTS PAST DUE?		<input checked="" type="checkbox"/>

IF THE ANSWER TO ANY OF THE ABOVE QUESTIONS IS "YES," PROVIDE A DETAILED EXPLANATION OF EACH ITEM. ATTACH ADDITIONAL SHEETS IF NECESSARY.

**INSURANCE**

	YES	NO
1. ARE WORKER'S COMPENSATION, GENERAL LIABILITY AND OTHER NECESSARY INSURANCE COVERAGES IN EFFECT?	<input checked="" type="checkbox"/>	
2. ARE ALL PREMIUM PAYMENTS PAID CURRENT?	<input checked="" type="checkbox"/>	
3. PLEASE ITEMIZE POLICIES BELOW.	<input checked="" type="checkbox"/>	

IF THE ANSWER TO ANY OF THE ABOVE QUESTIONS IS "NO," OR IF ANY POLICIES HAVE BEEN CANCELLED OR NOT RENEWED DURING THIS REPORTING PERIOD, PROVIDE AN EXPLANATION BELOW. ATTACH ADDITIONAL SHEETS IF NECESSARY.

policy held by 3rd party payroll company

INSTALLMENT PAYMENTS			
TYPE OF POLICY	CARRIER	PERIOD COVERED	PAYMENT AMOUNT & FREQUENCY
<u>N/A</u>			

**CHAPTER 11 DEBTOR PROJECTIONS****Baerg Real Property Trust****1/22/2017**

		Month 1	Month 2	Month 3	Month 4	Month 5
<b>INCOME</b>	Lake Bluff - Total Income	63,752.92	63,752.92	63,752.92	63,752.92	63,752.92
	Lakeview Village - Total Income	52,198.22	52,198.22	52,198.22	52,198.22	52,198.22
	Oakway Manor - Total Income	30,204.91	30,204.91	30,204.91	30,204.91	30,204.91
	The Woods - Total Income	47,064.08	47,064.08	47,064.08	47,064.08	47,064.08
	Legal Retainer		0.00	0.00	0.00	0.00
	<b>NET INCOME</b>	193,220.13	193,220.13	193,220.13	193,220.13	193,220.13
<b>EXPENSES</b>	Lake Bluff - Total Operating Expense	23,630.27	23,630.27	23,630.27	23,630.27	23,630.27
	Lakeview Village - Total Operating Expense	19,880.90	19,880.90	19,880.90	19,880.90	19,880.90
	Oakway Manor - Total Operating Expense	10,096.85	10,096.85	10,096.85	10,096.85	10,096.85
	The Woods - Total Operating Expense	14,403.23	14,403.23	14,403.23	14,403.23	14,403.23
	<b>TOTAL EXPENSES</b>	68,011.25	68,011.25	68,011.25	68,011.25	68,011.25
<b>PLAN PAYMENTS</b>	<b>Class</b>					
	na Allowed Administrative Claims	20,000.00	20,000.00	20,000.00	0.00	0.00
	1 Allowed Priority Claims		0.00	0.00	0.00	0.00
	2 Allowd Secured Tax Claims	4,670.95	4,670.95	4,670.95	4,670.95	4,670.95
	3 Allowed Secured Claims of Fannie Mae	31,008.97	31,008.97	31,008.97	31,008.97	31,008.97
	4 Allowed Secured Claim of Rasa Floor & Carpet Cleaning	900.06	900.06	900.06	900.06	900.06
	5 Allowed Secured Claims of Millsworth Enterprises	4,213.84	4,213.84	4,213.84	4,213.84	4,213.84
	6 Allowed General Unsecured Claims	932.34	932.34	932.34	932.34	932.34
	7 Allowed Unsecured Claim of Garland Solutions LLC		0.00	0.00	0.00	0.00
	8 Equity Holders		0.00	0.00	0.00	0.00
	<b>TOTAL PLAN PAYMENTS</b>	61,726.16	61,726.16	61,726.16	41,726.16	41,726.16
<b>NET INCOME</b>		63,482.72	63,482.72	63,482.72	83,482.72	83,482.72
<b>CUMULATIVE INCOME</b>		63,482.72	126,965.44	190,448.16	273,930.88	357,413.60

**EXHIBIT "C"**

Month 6	Month 7	Month 8	Month 9	Month 10	Month 11	Month 12	Month 13	Month 14	Month 15	Month 16
63,752.92	63,752.92	63,752.92	63,752.92	63,752.92	63,752.92	63,752.92	63,752.92	63,752.92	63,752.92	63,752.92
52,198.22	52,198.22	52,198.22	52,198.22	52,198.22	52,198.22	52,198.22	52,198.22	52,198.22	52,198.22	52,198.22
30,204.91	30,204.91	30,204.91	30,204.91	30,204.91	30,204.91	30,204.91	30,204.91	30,204.91	30,204.91	30,204.91
47,064.08	47,064.08	47,064.08	47,064.08	47,064.08	47,064.08	47,064.08	47,064.08	47,064.08	47,064.08	47,064.08
0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
193,220.13	193,220.13	193,220.13	193,220.13	193,220.13	193,220.13	193,220.13	193,220.13	193,220.13	193,220.13	193,220.13
23,630.27	23,630.27	23,630.27	23,630.27	23,630.27	23,630.27	23,630.27	23,630.27	23,630.27	23,630.27	23,630.27
19,880.90	19,880.90	19,880.90	19,880.90	19,880.90	19,880.90	19,880.90	19,880.90	19,880.90	19,880.90	19,880.90
10,096.85	10,096.85	10,096.85	10,096.85	10,096.85	10,096.85	10,096.85	10,096.85	10,096.85	10,096.85	10,096.85
14,403.23	14,403.23	14,403.23	14,403.23	14,403.23	14,403.23	14,403.23	14,403.23	14,403.23	14,403.23	14,403.23
68,011.25	68,011.25	68,011.25	68,011.25	68,011.25	68,011.25	68,011.25	68,011.25	68,011.25	68,011.25	68,011.25
0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
4,670.95	4,670.95	4,670.95	4,670.95	4,670.95	4,670.95	4,670.95	4,670.95	4,670.95	4,670.95	4,670.95
31,008.97	31,008.97	31,008.97	31,008.97	31,008.97	31,008.97	31,008.97	31,008.97	31,008.97	31,008.97	31,008.97
900.06	900.06	900.06	900.06	900.06	900.06	900.06	0.00	0.00	0.00	0.00
4,213.84	4,213.84	4,213.84	4,213.84	4,213.84	4,213.84	4,213.84	4,213.84	4,213.84	4,213.84	4,213.84
932.34	932.34	932.34	932.34	932.34	932.34	932.34	932.34	932.34	932.34	932.34
0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
41,726.16	41,726.16	41,726.16	41,726.16	41,726.16	41,726.16	41,726.16	40,826.10	40,826.10	40,826.10	40,826.10
83,482.72	83,482.72	83,482.72	83,482.72	83,482.72	83,482.72	83,482.72	84,382.78	84,382.78	84,382.78	84,382.78
440,896.32	524,379.04	607,861.76	691,344.48	774,827.20	858,309.92	941,792.64	1,026,175.42	1,110,558.20	1,194,940.98	1,279,323.76



Month 17	Month 18	Month 19	Month 20	Month 21	Month 22	Month 23	Month 24	Month 25	Month 26
63,752.92	63,752.92	63,752.92	63,752.92	63,752.92	63,752.92	63,752.92	63,752.92	63,752.92	63,752.92
52,198.22	52,198.22	52,198.22	52,198.22	52,198.22	52,198.22	52,198.22	52,198.22	52,198.22	52,198.22
30,204.91	30,204.91	30,204.91	30,204.91	30,204.91	30,204.91	30,204.91	30,204.91	30,204.91	30,204.91
47,064.08	47,064.08	47,064.08	47,064.08	47,064.08	47,064.08	47,064.08	47,064.08	47,064.08	47,064.08
0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
193,220.13	193,220.13	193,220.13	193,220.13	193,220.13	193,220.13	193,220.13	193,220.13	193,220.13	193,220.13
23,630.27	23,630.27	23,630.27	23,630.27	23,630.27	23,630.27	23,630.27	23,630.27	23,630.27	23,630.27
19,880.90	19,880.90	19,880.90	19,880.90	19,880.90	19,880.90	19,880.90	19,880.90	19,880.90	19,880.90
10,096.85	10,096.85	10,096.85	10,096.85	10,096.85	10,096.85	10,096.85	10,096.85	10,096.85	10,096.85
14,403.23	14,403.23	14,403.23	14,403.23	14,403.23	14,403.23	14,403.23	14,403.23	14,403.23	14,403.23
68,011.25	68,011.25	68,011.25	68,011.25	68,011.25	68,011.25	68,011.25	68,011.25	68,011.25	68,011.25
0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
4,670.95	4,670.95	4,670.95	4,670.95	4,670.95	4,670.95	4,670.95	4,670.95	0.00	0.00
31,008.97	31,008.97	31,008.97	31,008.97	31,008.97	31,008.97	31,008.97	31,008.97	31,008.97	31,008.97
0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
4,213.84	4,213.84	4,213.84	4,213.84	4,213.84	4,213.84	4,213.84	4,213.84	4,213.84	4,213.84
932.34	932.34	932.34	932.34	932.34	932.34	932.34	932.34	932.34	932.34
0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
40,826.10	40,826.10	40,826.10	40,826.10	40,826.10	40,826.10	40,826.10	40,826.10	36,155.15	36,155.15
84,382.78	84,382.78	84,382.78	84,382.78	84,382.78	84,382.78	84,382.78	84,382.78	89,053.73	89,053.73
1,363,706.54	1,448,089.32	1,532,472.10	1,616,854.88	1,701,237.66	1,785,620.44	1,870,003.22	1,954,386.00	2,043,439.73	2,132,493.46

Month 27	Month 28	Month 29	Month 30	Month 31	Month 32	Month 33	Month 34	Month 35	Month 36
63,752.92	63,752.92	63,752.92	63,752.92	63,752.92	63,752.92	63,752.92	63,752.92	63,752.92	63,752.92
52,198.22	52,198.22	52,198.22	52,198.22	52,198.22	52,198.22	52,198.22	52,198.22	52,198.22	52,198.22
30,204.91	30,204.91	30,204.91	30,204.91	30,204.91	30,204.91	30,204.91	30,204.91	30,204.91	30,204.91
47,064.08	47,064.08	47,064.08	47,064.08	47,064.08	47,064.08	47,064.08	47,064.08	47,064.08	47,064.08
0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
193,220.13	193,220.13	193,220.13	193,220.13	193,220.13	193,220.13	193,220.13	193,220.13	193,220.13	193,220.13
23,630.27	23,630.27	23,630.27	23,630.27	23,630.27	23,630.27	23,630.27	23,630.27	23,630.27	23,630.27
19,880.90	19,880.90	19,880.90	19,880.90	19,880.90	19,880.90	19,880.90	19,880.90	19,880.90	19,880.90
10,096.85	10,096.85	10,096.85	10,096.85	10,096.85	10,096.85	10,096.85	10,096.85	10,096.85	10,096.85
14,403.23	14,403.23	14,403.23	14,403.23	14,403.23	14,403.23	14,403.23	14,403.23	14,403.23	14,403.23
68,011.25	68,011.25	68,011.25	68,011.25	68,011.25	68,011.25	68,011.25	68,011.25	68,011.25	68,011.25
0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
31,008.97	31,008.97	31,008.97	31,008.97	31,008.97	31,008.97	31,008.97	31,008.97	31,008.97	31,008.97
0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
4,213.84	4,213.84	4,213.84	4,213.84	4,213.84	4,213.84	4,213.84	4,213.84	4,213.84	4,213.84
932.34	932.34	932.34	932.34	932.34	932.34	932.34	932.34	932.34	932.34
0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
36,155.15	36,155.15	36,155.15	36,155.15	36,155.15	36,155.15	36,155.15	36,155.15	36,155.15	36,155.15
89,053.73	89,053.73	89,053.73	89,053.73	89,053.73	89,053.73	89,053.73	89,053.73	89,053.73	89,053.73
2,221,547.19	2,310,600.92	2,399,654.65	2,488,708.38	2,577,762.11	2,666,815.84	2,755,869.57	2,844,923.30	2,933,977.03	3,023,030.76

Month 37	Month 38	Month 39	Month 40	Month 41	Month 42	Month 43	Month 44	Month 45	Month 46
63,752.92	63,752.92	63,752.92	63,752.92	63,752.92	63,752.92	63,752.92	63,752.92	63,752.92	63,752.92
52,198.22	52,198.22	52,198.22	52,198.22	52,198.22	52,198.22	52,198.22	52,198.22	52,198.22	52,198.22
30,204.91	30,204.91	30,204.91	30,204.91	30,204.91	30,204.91	30,204.91	30,204.91	30,204.91	30,204.91
47,064.08	47,064.08	47,064.08	47,064.08	47,064.08	47,064.08	47,064.08	47,064.08	47,064.08	47,064.08
0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
193,220.13	193,220.13	193,220.13	193,220.13	193,220.13	193,220.13	193,220.13	193,220.13	193,220.13	193,220.13
23,630.27	23,630.27	23,630.27	23,630.27	23,630.27	23,630.27	23,630.27	23,630.27	23,630.27	23,630.27
19,880.90	19,880.90	19,880.90	19,880.90	19,880.90	19,880.90	19,880.90	19,880.90	19,880.90	19,880.90
10,096.85	10,096.85	10,096.85	10,096.85	10,096.85	10,096.85	10,096.85	10,096.85	10,096.85	10,096.85
14,403.23	14,403.23	14,403.23	14,403.23	14,403.23	14,403.23	14,403.23	14,403.23	14,403.23	14,403.23
68,011.25	68,011.25	68,011.25	68,011.25	68,011.25	68,011.25	68,011.25	68,011.25	68,011.25	68,011.25
0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
125,208.88	125,208.88	125,208.88	125,208.88	125,208.88	125,208.88	125,208.88	125,208.88	125,208.88	125,208.88
3,148,239.64	3,273,448.52	3,398,657.40	3,523,866.28	3,649,075.16	3,774,284.04	3,899,492.92	4,024,701.80	4,149,910.68	4,275,119.56

Month 47	Month 48	Month 49	Month 50	Month 51	Month 52	Month 53	Month 54	Month 55	Month 56
63,752.92	63,752.92	63,752.92	63,752.92	63,752.92	63,752.92	63,752.92	63,752.92	63,752.92	63,752.92
52,198.22	52,198.22	52,198.22	52,198.22	52,198.22	52,198.22	52,198.22	52,198.22	52,198.22	52,198.22
30,204.91	30,204.91	30,204.91	30,204.91	30,204.91	30,204.91	30,204.91	30,204.91	30,204.91	30,204.91
47,064.08	47,064.08	47,064.08	47,064.08	47,064.08	47,064.08	47,064.08	47,064.08	47,064.08	47,064.08
0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
193,220.13	193,220.13	193,220.13	193,220.13	193,220.13	193,220.13	193,220.13	193,220.13	193,220.13	193,220.13
23,630.27	23,630.27	23,630.27	23,630.27	23,630.27	23,630.27	23,630.27	23,630.27	23,630.27	23,630.27
19,880.90	19,880.90	19,880.90	19,880.90	19,880.90	19,880.90	19,880.90	19,880.90	19,880.90	19,880.90
10,096.85	10,096.85	10,096.85	10,096.85	10,096.85	10,096.85	10,096.85	10,096.85	10,096.85	10,096.85
14,403.23	14,403.23	14,403.23	14,403.23	14,403.23	14,403.23	14,403.23	14,403.23	14,403.23	14,403.23
68,011.25	68,011.25	68,011.25	68,011.25	68,011.25	68,011.25	68,011.25	68,011.25	68,011.25	68,011.25
0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
125,208.88	125,208.88	125,208.88	125,208.88	125,208.88	125,208.88	125,208.88	125,208.88	125,208.88	125,208.88
4,400,328.44	4,525,537.32	4,650,746.20	4,775,955.08	4,901,163.96	5,026,372.84	5,151,581.72	5,276,790.60	5,401,999.48	5,527,208.36

Month 57	Month 58	Month 59	Month 60
63,752.92	63,752.92	63,752.92	63,752.92
52,198.22	52,198.22	52,198.22	52,198.22
30,204.91	30,204.91	30,204.91	30,204.91
47,064.08	47,064.08	47,064.08	47,064.08
0.00	0.00	0.00	0.00
193,220.13	193,220.13	193,220.13	193,220.13
23,630.27	23,630.27	23,630.27	23,630.27
19,880.90	19,880.90	19,880.90	19,880.90
10,096.85	10,096.85	10,096.85	10,096.85
14,403.23	14,403.23	14,403.23	14,403.23
68,011.25	68,011.25	68,011.25	68,011.25
0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00
125,208.88	125,208.88	125,208.88	125,208.88
5,652,417.24	5,777,626.12	5,902,835.00	6,028,043.88