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

**IN RE:**

**HD RETAIL REPAIR, LLC.**  
47-1225736  
4514 Cole Ave, 910  
Dallas, TX 75205

**Debtor.**

**Case No.: 16-34817-BJH-11**

**Case No.: 16-34818-BJH-11**

**IN RE:**

**LOPEK COMPANIES, LLC**  
27-3641469  
729 3rd Avenue  
Dallas, TX 75226

**Debtor.**

**JOINTLY ADMINISTERED UNDER:**

**Case No.: 16-34817-BJH-11**

**Chapter: 11**

**DISCLOSURE STATEMENT FOR  
LOPEK COMPANIES, LLC'S AMENDED PLAN OF REORGANIZATION  
[DATED JUNE 20, 2017]**

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**ARTICLE I**  
**INTRODUCTION**

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

On December 16, 2016, (the "**Petition Date**"), the Debtor filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the Northern District of Texas, Dallas Division ("**Court**" or "**Bankruptcy Court**").

Contemporaneously therewith, HD Retail Repair, LLC (an affiliate of the Debtor) ("**HDRR**") also filed for relief under chapter 11 of the Bankruptcy Code. As discussed *infra*, the HDRR chapter 11 case was ordered jointly administered with the case *sub judice*. HDRR was designated the lead bankruptcy case for the jointly administered bankruptcy cases.

The deadline for filing a Plan and Disclosure Statement in the jointly administered bankruptcy cases is June 16, 2017. HDRR will not be filing a plan and disclosure statement. As a result, the HDRR bankruptcy case will eventually be dismissed and the cases will no longer be jointly administered.

On June 20, 2017, the Debtor filed the Plan. On June 16, 2017, Debtor also filed an *Application for Conditional Approval of Disclosure Statement for Small Business Debtor [11 U.S.C. §1125(f)(3)]* ("**Application**"). If you are receiving this Disclosure Statement, the Application was approved and the Debtor was authorized to solicit votes under the Plan. Final approval of the Disclosure Statement will be decided contemporaneously with a confirmation hearing on the Plan.

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

This Disclosure Statement was *conditionally approved* by the Bankruptcy Court as containing information, of a kind and in sufficient detail, to enable persons whose votes are being solicited

to make an informed judgment with respect to acceptance or rejection of the Plan. ***The Bankruptcy Court's conditional approval of this Disclosure Statement does not constitute either a guarantee of the accuracy or completeness of the information contained herein or an endorsement of any of the information contained in this Disclosure Statement or the Plan.***

B. **Summary of Entities Entitled to Vote and Votes Needed for Confirmation.** Pursuant to the provisions of the Bankruptcy Code, only holders of Allowed Claims or Interests in Classes of Claims or Interests that are impaired are entitled to vote to accept or reject a proposed chapter 11 plan of reorganization. Classes of Claims or Interests in which the holders of Claims or Interests are unimpaired under a chapter 11 plan are deemed to have accepted the plan and are not entitled to vote to accept or reject the plan. Classes of Claims or Interests in which the holders of Claims or Interests that are impaired but are not entitled to receive or retain any property on account of such Claims or Interests are deemed to have rejected the plan and similarly are not entitled to vote to accept or reject the plan.

Only holders of allowed Claims in Classes 1A, 1B, 1C, 1D.1 – 1D.10, 1E.1 – 1E.8, 3, 4A and 4B (including all subclasses thereof) (collectively, the "**Voting Classes**"), are entitled to vote on the Plan because such Classes are the only Classes that are "impaired," within the meaning of section 1124 of the Bankruptcy Code, and that will receive or retain property under the Plan. Classes 1F, 2 and 5 are unimpaired and therefore not entitled to vote on the Plan. Entities holding Administrative Claims and Priority Tax Claims are not classified and are not entitled to vote on the Plan. See Article V of the Plan for a description of the various Classes of Claims, and of the treatment of such Claims and Interests under the Plan. See Article IV of the Plan for an explanation of impairment and the entities that are entitled to vote on the Plan.

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

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

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

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

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

**IT IS OF UTMOST IMPORTANCE TO THE DEBTOR THAT YOU VOTE PROMPTLY TO ACCEPT THE PLAN BY COMPLETING AND SIGNING THE BALLOT ENCLOSED HERewith AND RETURNING IT TO COUNSEL FOR THE DEBTOR AT THE ADDRESS SET FORTH IN THE BALLOT INSTRUCTIONS THAT ACCOMPANY THE BALLOTS. SHOULD YOU HAVE ANY QUESTIONS REGARDING THE VOTING PROCEDURES, YOUR BALLOT, OR THE BALLOT INSTRUCTIONS, OR IF YOUR BALLOT IS DAMAGED OR LOST, CONTACT COUNSEL FOR THE DEBTOR AT THE ADDRESS LISTED ABOVE.**

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

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

Some of the information contained in this Disclosure Statement, by its nature, is forward looking, contains estimates and assumptions which may prove to be inaccurate, and contains projections which may prove to be wrong, or which may be materially different from actual future results. Each Claimant or Interest holder should independently verify and consult its individual attorney and accountant as to the effect of the Plan on such individual Claimant or

Interest holder. The Debtor strongly urges each recipient entitled to vote on the Plan to review carefully the contents of this Disclosure Statement, the Plan, and the other documents that accompany or are referenced in this Disclosure Statement in their entirety before making a decision to accept or reject the Plan.

F. **Additional Information.** If you have any questions about the procedures for voting on the Plan, desire another copy of a Ballot, or seek further information about the timing and deadlines with respect to confirmation of the Plan, please contact DeMarco•Mitchell, PLLC (contact information is provided *infra*). Note that DeMarco•Mitchell, PLLC, cannot and will not provide holders of Claims or Interests with any advice, including advice regarding how to vote on the Plan, or the legal effect that confirmation of the Plan will have upon Claims against the Debtor and/or Interests in the Debtor. **Under no circumstances will an inquiry to DeMarco•Mitchell, PLLC, change the Voting Deadline.**

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

## **ARTICLE II**

### **BACKGROUND INFORMATION**

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

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

B. **Summary Description of Debtor’s Business.** Lopek, is a Texas limited liability company. Lopek is in the business of facilities maintenance for retail outlets. Lopek provides facilities maintenance services to several local car dealerships and businesses.

C. **Events Leading to Bankruptcy.** The primary cause of this bankruptcy filing was a reduction in revenue over the past couple of years coupled with certain litigation challenges.

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

1. **Joint Administration.** As was stated *supra*, this Case was commenced on December 16, 2017. Contemporaneously therewith, HDRR also filed for relief under chapter 11 of the Bankruptcy Code. On December 19, 2016, Debtor and HDRR filed a motion seeking to have the two bankruptcy cases jointly administered [Docket Entry No. 9]. On December 22,

2016, the Court entered an order jointly administering the cases and designated the HDRR case as the lead bankruptcy case. As such, all further pleadings, with limited exceptions, were to be filed under the HDRR case number: 16-34818-BJH-11.

2. Schedules and Statements. On or about December 28, 2016, Debtor filed a motion seeking an extension of the deadline for filing the required Schedules and Statements [HDRR Docket Entry No. 34]. The Court entered an Order Extending Deadline for Filing Schedules and Statements on January 5, 2017 [HDRR Docket Entry No. 41]. The Debtor's Schedules and Statements were timely filed with the Bankruptcy Court on January 11, 2017 [Docket Entry Nos. 18 & 19].

3. Employment of Professionals. As of the filing of this Disclosure Statement the only professionals employed by the Debtor were DeMarco•Mitchell, PLLC, and Chandler Snow, CPA.

a. Counsel for Debtor. DeMarco•Mitchell, PLLC, was employed to represent the Debtor by order entered February 8, 2017 [HDRR Docket Entry No. 54].

b. Accountant for the Debtor. Chandler Snow, CPA, was employed to provide certain bookkeeping and accounting functions on behalf of the Debtor. Chandler Snow, CPA, was employed by order entered April 18, 2017 [HDRR Docket Entry No. 67].

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

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

- a. Debtors' Motion for Order Directing Joint Administration of Cases;
- b. Lopek Companies, LLC's, Emergency Motion for Order Authorizing the Interim and Final Use of Cash Collateral;
- c. Emergency Motion for Order Authorizing HD Retail Repair, LLC, on a Numc Pro Tunc Basis, to: (I) Maintain Factoring Agreement with Advance Business Capital, LLC; (II) Grant Adequate Protection; and (III) Modify the Automatic Stay; and
- d. Debtor's Emergency Motion for Authority to Pay Critical Vendor Claim.

While none of the first day matters were contested there were some challenges because of the holidays and the use of a factor by HDRR.#

5. Lift Stay Motions. Lopek utilizes many work trucks in its business operations. Eighteen of those trucks are financed through Ally Bank (10 trucks) or Santander (8 trucks). For several months the Debtor opted to not make adequate protection payments on the vehicles.

As such, both Ally Bank and Santander eventually filed motions for relief from the automatic stay. Ally Bank, on April 13, 2017, filed a motion for relief from the automatic stay concerning all ten (10) vehicles upon which it held a lien [HDRR Docket Entry No. 59]. Santander, on April 18, 2017, filed a motion for relief from the automatic stay concerning five



(5) of the eight (8) vehicles upon which it held a lien [HRRR Docket Entry No. 63]. Santander filed a subsequent motion for relief from the automatic stay on May 9, 2017, concerning two (2) additional vehicles [HRRR Docket Entry No. 76].

The Debtor successfully negotiated adequate protection payments on all the aforementioned trucks.

6. Plan and Disclosure Statement. On June 16, 2017, the Debtor filed a plan and disclosure statement. On June 20, 2017, the Debtor filed an amended plan and an amended disclosure statement.

### **ARTICLE III** **CLAIMS AGAINST THE DEBTOR**

- A. **Bar Date**. The Court established April 13, 2017, as the claims bar date for all creditors.
- B. **Filed Proofs of Claim**. As of June 16, 2017, there were nineteen (19) proofs of claim filed against Lopek asserting aggregate claims in the amount of \$531,380.90.
- C. **Debtor's Review of Proofs of Claims**. The Debtor has reviewed their books and records and the Proofs of Claims filed. Based upon that review the Debtor posits as follows:

Claim	Claim Holder <sup>1</sup>	Secured Amount	Unsecured Amount	Priority Amount
1	Ally Bank	\$8,500.00	\$7,772.99	\$0.00
2	Ally Bank	\$6,000.00	\$10,372.79	\$0.00
3	Ally Bank	\$11,000.00	\$6,176.79	\$0.00
4	Ally Bank	\$8,000.00	\$9,249.86	\$0.00
5	Santander	\$14,000.00	\$12,282.67	\$0.00
6	Santander	\$8,500.00	\$10,447.90	\$0.00
7	BB&T	\$117,024.91	\$0.00	\$0.00
8	Veritiv	\$0.00	\$47,430.99	\$0.00
9	DHI Corp	\$0.00	\$10,395.78	\$0.00
10	Miami Dade Express Toll Authority	\$0.00	\$254.03	\$0.00
11	Santander	\$11,500.00	\$13,476.29	\$0.00
12	Santander	\$15,000.00	\$11,350.44	\$0.00
13	Santander	\$17,000.00	\$12,256.01	\$0.00
14	Santander	\$16,000.00	\$10,862.04	\$0.00
15	Santander	\$12,000.00	\$17,256.33	\$0.00
16	Santander	\$10,000.00	\$14,360.85	\$0.00
17	IRS	\$0.00	\$1,800.00	\$2,199.00 <sup>2</sup>
18	Comerica Bank	\$20,596.00	\$52,500.26	\$0.00
19	Ward North America <sup>3</sup>	\$0.00	\$5,005.25	\$0.00

<sup>1</sup> The Claims of Ally Bank and Santander are split with the secured portion of the respective claim representing the valuation attained by the Debtor from a third party (Love Field Chrysler Dodge Jeep on December 30, 2016).

<sup>2</sup> The IRS proof of claim is estimated. The Debtor met with a representative of the IRS this week and resolved these issues. As things stand today, the Debtor estimates a refund of approximately \$2,000.00.

<sup>3</sup> This claim was not timely filed and the amount listed is the undisputed claim amount as reflected on the Debtor's Schedules.

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

D. **Scheduled Claims: No Proof of Claim Filed.** Several creditors were listed in the Debtor's schedules, which creditors did not file a proof of claim. Those creditors are as follows:

Claim Holder	Secured Amount	Unsecured Amount	Priority Amount
BB&T <sup>4</sup>	\$0.00	\$0.00	\$0.00
Builders Property Development	\$0.00	\$15,000.00	\$0.00
City of Lake Elsinor	\$0.00	\$116.00	\$0.00
Comerica Bank (CC) <sup>5</sup>	\$0.00	\$0.00	\$0.00
Credit Protection	\$0.00	\$55.20	\$0.00
Credit Protection	\$0.00	\$26.60	\$0.00
CTRME Processing	\$0.00	\$18.92	\$0.00
CTRME Processing	\$0.00	\$18.92	\$0.00
All Around Construction (Schultz) <sup>6</sup>	\$0.00	\$0.00	\$0.00
Gray Reed & McGraw	\$0.00	\$8,492.21	\$0.00
NTTA	\$0.00	\$142.64	\$0.00
NTTA	\$0.00	\$604.15	\$0.00
NTTA	\$0.00	\$512.88	\$0.00
NTTA	\$0.00	\$126.01	\$0.00
NTTA	\$0.00	\$940.43	\$0.00
NTTA	\$0.00	\$298.67	\$0.00
Oklahoma Turnpike Authority	\$0.00	\$26.00	\$0.00
OSHA	\$0.00	\$6,300.00	\$0.00
Pennsylvania Turnpike Commission	\$0.00	\$249.80	\$0.00
Toll by Plate	\$0.00	\$238.71	\$0.00
TX Tag	\$0.00	\$90.97	\$0.00
Ally Bank <sup>7</sup>	\$16,000.00	\$9,235.35	\$0.00
Ally Bank	\$8,000.00	\$12,181.46	\$0.00
Ally Bank	\$16,000.00	\$8,619.45	\$0.00
Ally Bank	\$16,000.00	\$13,872.83	\$0.00
Ally Bank	\$16,000.00	\$7,154.55	\$0.00
Ally Bank	\$13,000.00	\$8,844.57	\$0.00

The Debtor estimates the aggregate sum of all such non-contingent, liquidated and undisputed Claims to be approximately \$85,000.00 (secured) and \$178,166.32 (unsecured). It was not necessary for these creditors to file a proof of claim pursuant to Federal Rule of

<sup>4</sup> The Debtor listed an additional claim possibly due and owing to BB&T for \$40,539.00. This claim was listed as contingent and no proof of claim was filed.

<sup>5</sup> This claim was listed by the Debtor in the amount of \$5,500 as an unliquidated claim and no proof of claim was timely filed.

<sup>6</sup> This claim was listed by the Debtor in the amount of \$122,000.00 as an unliquidated claim and no proof of claim was timely filed.

<sup>7</sup> Ally Bank did not file a proof of claim for these obligations. These debts were listed by the Debtor on its Schedules. The amount of these claims was established based upon the motions for relief from stay filed and the affidavit filed in support thereof. These claims are split between secured and unsecured based upon the valuation performed by the Debtor on December 30, 2016, as referenced *supra* in footnote 1 of this Disclosure Statement.

Bankruptcy Procedure 3003(c)(2) in order for such creditors to participate in the voting process or to share in any distributions under the Plan.

E. **Insider Claims: Adjustment.** The total of all unsecured claims (as reflected in the bankruptcy schedules and the claims register) after deducting all insider claims is \$364,417.59. This figure includes all Bankruptcy Code section 506 unsecured claims.

F. **Additional Claim Objections.** Except to the extent that a claim is already allowed pursuant to a final non appealable order and/or the validity and amount is acknowledged in the Plan, the Debtor reserves the right to object to claims. Therefore, even if your claim is allowed for voting purposes, you may not be entitled to a distribution if an objection to your claim is later upheld.

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

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

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

1. **Deposits.** As of the Petition Date, the Debtor had an aggregate balance in its checking, savings and/or other financial accounts, certificates of deposit, security deposits and the like of approximately \$0.00.

2. **Real Property.** As of the Petition Date, the Debtor owned no real property.

3. **Receivables.** The receivable(s) due and owing the Debtor totaled approximately \$137,090 as of the Petition Date.

4. **Machinery, Fixtures, Supplies and Equipment.** The Debtor owns a variety of machinery, fixtures and equipment. As reflected in the Debtor's Schedules, the value of said property is approximately \$239,642.

5. **Inventory.** The Debtor had no inventory as of the Petition Date.

6. **Executory Contracts and Leases.** The Debtor was party to a single executory contract as of the Petition Date. The Executory Contract is a nonresidential real property lease concerning the premises from which it operates. The Debtor intends to enter into a new lease with the landlord (Third & Ash, LLC) for those premises. The terms of the new lease will remain the same as the prior lease. More specifically, monthly rent will be \$13,500 for a term of thirteen (13) years.

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

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

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

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

CLASS	DESCRIPTION	IMPAIRED	METHOD OF PAYMENT	ESTIMATED ALLOWED CLAIM	ESTIMATED DISTRIBUTION
N/A	Administrative Expenses (11 U.S.C. §§503(b)(1) and (3)-(9), 507(a)(2))		Unpaid portion of Allowed Claims paid in full in Cash on Effective Date unless otherwise agreed	\$0.00	\$0.00
N/A	Administrative Expenses (11 U.S.C. §§503(b)(2), 507(a)(2))		Unpaid portion of Allowed Claims paid in full in Cash on Effective Date unless otherwise agreed	Estimated to NOT exceed \$30,000.00 [Professional Fees]	Estimated to NOT exceed \$30,000.00 [Professional Fees]
N/A	Priority Tax Claims		Either: (1) Cash payment of Allowed Claim; or (2) Paid in full in 60 equal monthly payments with interest	\$0.00	\$0.00
Class 1A	Secured <i>Ad Valorem</i> Tax Claims	YES	Paid in full and amortized over 5 years from the Petition Date at 12%	\$0.00	\$0.00
Class 1B	Secured Claim of BB&T	YES	Paid in full and amortized over 2 years from the Effective Date at 3.5%	\$117,024.91	\$117,024.91
Class 1C	Secured Claim of Comerica	YES	Paid in full and amortized over 2 years from the Effective Date at 3.5%	\$20,596.00	\$20,596.00
Class 1D.1	Secured Claim of Ally	YES	Paid in full and amortized over 5 years	\$8,500.00	\$8,500.00

CLASS	DESCRIPTION	IMPAIRED	METHOD OF PAYMENT	ESTIMATED ALLOWED CLAIM	ESTIMATED DISTRIBUTION
	[0051]		from the Effective Date at 3.5%		
Class 1D.2	Secured Claim of Ally [8559]	YES	Paid in full and amortized over 5 years from the Effective Date at 3.5%	\$6,000.00	\$6,000.00
Class 1D.3	Secured Claim of Ally [3160]	YES	Paid in full and amortized over 5 years from the Effective Date at 3.5%	\$11,000.00	\$11,000.00
Class 1D.4	Secured Claim of Ally [7832]	YES	Paid in full and amortized over 5 years from the Effective Date at 3.5%	\$8,000.00	\$8,000.00
Class 1D.5	Secured Claim of Ally [4710]	YES	Paid in full and amortized over 5 years from the Effective Date at 3.5%	\$16,000.00	\$16,000.00
Class 1D.6	Secured Claim of Ally [9207]	YES	Paid in full and amortized over 5 years from the Effective Date at 3.5%	\$8,000.00	\$8,000.00
Class 1D.7	Secured Claim of Ally [4383]	YES	Paid in full and amortized over 5 years from the Effective Date at 3.5%	\$16,000.00	\$16,000.00
Class 1D.8	Secured Claim of Ally [8781]	YES	Paid in full and amortized over 5 years from the Effective Date at 3.5%	\$16,000.00	\$16,000.00
Class 1D.9	Secured Claim of Ally [0518]	YES	Paid in full and amortized over 5 years from the Effective Date at 3.5%	\$16,000.00	\$16,000.00
Class 1D.10	Secured Claim of Ally [8015]	YES	Paid in full and amortized over 5 years from the Effective Date at 3.5%	\$13,000.00	\$13,000.00
Class 1E.1	Secured Claim of Santander [4253]	YES	Paid in full and amortized over 5 years from the Effective Date at 3.5%	\$14,000.00	\$14,000.00

CLASS	DESCRIPTION	IMPAIRED	METHOD OF PAYMENT	ESTIMATED ALLOWED CLAIM	ESTIMATED DISTRIBUTION
Class 1E.2	Secured Claim of Santander [3872]	YES	Paid in full and amortized over 5 years from the Effective Date at 3.5%	\$8,500.00	\$8,500.00
Class 1E.3	Secured Claim of Santander [7278]	YES	Paid in full and amortized over 5 years from the Effective Date at 3.5%	\$11,500.00	\$11,500.00
Class 1E.4	Secured Claim of Santander [6490]	YES	Paid in full and amortized over 5 years from the Effective Date at 3.5%	\$15,000.00	\$15,000.00
Class 1E.5	Secured Claim of Santander [1303]	YES	Paid in full and amortized over 5 years from the Effective Date at 3.5%	\$17,000.00	\$17,000.00
Class 1E.6	Secured Claim of Santander [8256]	YES	Paid in full and amortized over 5 years from the Effective Date at 3.5%	\$16,000.00	\$16,000.00
Class 1E.7	Secured Claim of Santander [8523]	YES	Paid in full and amortized over 5 years from the Effective Date at 3.5%	\$12,000.00	\$12,000.00
Class 1E.8	Secured Claim of Santander [4830]	YES	Paid in full and amortized over 5 years from the Effective Date at 3.5%	\$10,000.00	\$10,000.00
Class 1F	Other Secured Claims	NO	Either: (1) unaltered contractual rights; (2) note cured and reinstated; or (3) surrender of collateral	\$0.00	\$0.00
Class 2	Priority Claims	NO	Paid in Cash on the Effective Date unless otherwise agreed	\$0.00	\$0.00
Class 3	Administrative Convenience Claims	YES	Paid Cash equal to lesser of \$1,500.00 or Allowed Amount of Claim	Up to \$7,000.00	Up to \$5,500.00
Class 4A	General Unsecured Claims	YES	Pro Rata distribution from unsecured creditor pool	Estimated @ \$346,417.59	Estimated @ \$346,417.59

CLASS	DESCRIPTION	IMPAIRED	METHOD OF PAYMENT	ESTIMATED ALLOWED CLAIM	ESTIMATED DISTRIBUTION
Class 4B	Subordinated Claims	YES	Paid in full AFTER all Allowed Class 4A Claims are paid in full	\$355,000.00	\$0.00
Class 5	Interests	NO	Retain all equity interests in Reorganized Debtor	N/A	N/A

A. **Administrative Expense Claims of Professionals.** The Debtor estimates \$30,000.00 in administrative expense claims will be due under the Plan. This claim is attributable to the fees and expenses incurred by professionals retained by the Debtor pursuant to sections 327 and 330 of the Bankruptcy Code. The only such professional presently employed by the Debtor is the Debtor's general bankruptcy counsel. Counsel for the Debtor has agreed to accept payment of its Allowed fees within nine (9) months of the Effective Date.

B. **Executory Contracts.** There are not executory contracts to be assumed. There are, therefore, no cure amounts due and owing under section 365(b)(1) of the Bankruptcy Code.

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

The Debtor's three (3) most recent Monthly Operating Reports filed with the US Trustee and the Bankruptcy Court are attached hereto as **Exhibit "2"** (without bank statements attached). All other Monthly Operating Reports filed by the Debtor during this Case, if any, are on file with the Bankruptcy Court. The Debtor's current sources of Cash include income from operations and its current bank balances.

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

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

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

The Financial Projections were prepared in good faith based upon assumptions believed to be reasonable. The Financial Projections were prepared in June, 2017, and were based, in part, on the current economic conditions prevailing at the time. Any future changes in these conditions may materially impact the Debtor's ability to achieve the Financial Projections.

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

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

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

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

## **ARTICLE VIII RISK FACTORS**

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

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

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

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

B. Bankruptcy Considerations.



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

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

## **ARTICLE IX**

### **CONFIRMATION REQUIREMENTS AND PROCEDURES**

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

The Plan must comply with the applicable provisions of the Code, including section 1123 which specifies the mandatory contents of a plan and section 1122 which requires that Claims and Interests be placed in Classes with “substantially similar” Claims and Interests (section 1129(a)(1)). To summarize, the proponents of the Plan must comply with the applicable provisions of the Code (section 1129(a)(2)); the Plan must have been proposed in good faith and not by any means forbidden by law (section 1129(a)(3)); any payment made or to be made by the Debtor, by the Debtor, or by a person issuing securities or acquiring property under the Plan, for services or for costs and expenses in or in connection with the Case, or in connection with the Plan and incident to the Case, must be disclosed to the Court and approved or be subject to the approval of the Court as reasonable (section 1129(a)(4)); the Debtor must disclose the identity and affiliations of any individual proposed to serve, after Confirmation of the Plan, as a director, officer, or voting trustee of the reorganized debtor, of an affiliate of the Debtor participating in a plan with the Debtor, or of a successor to the Debtor under the Plan; and the Debtor must also disclose the identity of any insider that will be employed or retained by the reorganized debtor and the nature of any compensation for such insider (section 1129(a)(5)).

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

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

B. **Who May Vote or Object.** Any party in interest may object to the confirmation of the Plan if the party believes that the requirements for confirmation are not met. Many parties in interest, however, are not entitled to vote to accept or reject the Plan. A creditor or equity interest holder has a right to vote for or against the Plan only if that creditor or equity interest holder has a claim or equity interest that is both (1) allowed or allowed for voting purposes and (2) impaired. The Debtor, in Article IV of the Plan, set forth which Claims are impaired and which Claims are not impaired.

1. **What Is an Allowed Claim or an Allowed Equity Interest?** Only a creditor or equity interest holder with an allowed claim or an allowed equity interest has the right to vote on the Plan. Generally, a claim or equity interest is allowed if either: (A) the Debtor has scheduled the claim on the Debtor’s schedules, unless the claim has been scheduled as disputed, contingent, or unliquidated, or (B) the creditor has filed a proof of claim or equity interest, and no objection has been filed to such proof of claim or equity interest. When a claim or equity interest is not allowed, the creditor or equity interest holder holding the claim or equity interest cannot vote unless the Court, after notice and hearing, either overrules the objection or allows the claim or equity interest for voting purposes pursuant to Rule 3018(a) of the Federal Rules of Bankruptcy Procedure.

2. **What Is an Impaired Claim or Impaired Equity Interest?** As noted above, the holder of an allowed claim or equity interest has the right to vote only if it is in a class that is impaired under the Plan. As provided in § 1124 of the Code, a class is considered impaired if the Plan alters the legal, equitable, or contractual rights of the members of that class.

3. **Who is Not Entitled to Vote?** The holders of the following five types of claims and equity interests are not entitled to vote:

- a. holders of Claims and Equity Interests that have been disallowed by an order of the Court;

- b. holders of other Claims or Equity Interests that are not “allowed claims” or “allowed equity interests” (as discussed above), unless they have been “allowed” for voting purposes.
- c. holders of claims or equity interests in unimpaired classes;
- d. holders of Claims entitled to priority pursuant to §507(a)(2), (a)(3), and (a)(8) of the Code; and
- e. holders of claims or equity interests in classes that do not receive or retain any value under the Plan; and
- f. holders of administrative expense Claims.

**Even If You Are Not Entitled to Vote on the Plan, You Have a Right to Object to the Confirmation of the Plan and to the Adequacy of the Disclosure Statement.**

4. Who Can Vote in More Than One Class? A creditor whose claim has been allowed in part as a secured claim and in part as an unsecured claim, or who otherwise hold claims in multiple classes, is entitled to accept or reject a Plan in each capacity, and should cast one ballot for each claim.

C. Votes Necessary to Confirm the Plan. If impaired classes exist, the Court cannot confirm the Plan unless (1) at least one impaired class of creditors has accepted the Plan without counting the votes of any insiders within that class, and (2) all impaired classes have voted to accept the Plan, unless the Plan is eligible to be confirmed by “cram down” on non-accepting classes, as discussed *infra*.

1. Votes Necessary for a Class to Accept the Plan. A class of claims accepts the Plan if both of the following occur: (1) the holders of more than one-half ( $\frac{1}{2}$ ) of the allowed claims in the class, who vote, cast their votes to accept the Plan, and (2) the holders of at least two-thirds ( $\frac{2}{3}$ ) in dollar amount of the allowed claims in the class, who vote, cast their votes to accept the Plan.

A class of equity interests accepts the Plan if the holders of at least two-thirds ( $\frac{2}{3}$ ) in amount of the allowed equity interests in the class, who vote, cast their votes to accept the Plan.

2. Treatment of Nonaccepting Classes. Even if one or more impaired classes reject the Plan, the Court may nonetheless confirm the Plan if the nonaccepting classes are treated in the manner prescribed by §1129(b) of the Code. A plan that binds nonaccepting classes is commonly referred to as a “cram down” plan. The Code allows the Plan to bind nonaccepting classes of claims or equity interests if it meets all the requirements for consensual confirmation except the voting requirements of §1129(a)(8) of the Code, does not “discriminate unfairly,” and is “fair and equitable” toward each impaired class that has not voted to accept the Plan.

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

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

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

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

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

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

Under Rule 3018(a) of the Federal Rules of Bankruptcy Procedure, a bankruptcy court may, after notice and a hearing, temporarily allow a claim or interest in an amount which the court deems proper for the purpose of accepting or rejecting a plan. Temporary allowance of a claim is for the limited purpose of voting on a plan. Temporary allowance ensures that creditors asserting disputed claims will have an impact on the plan confirmation process that is commensurate with the court's estimate of the value of such claims, if any. Any such request will require twenty four (24) days notice and the hearing must take place prior to or contemporaneous with the confirmation hearing.

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

holders were initially a member, or any other Class under the Plan, by changing the composition of such Class and the required vote thereof for approval of the Plan.

**ARTICLE X**  
**FEASIBILITY**

A. **Feasibility.** The Court must find that confirmation of the Plan is not likely to be followed by the liquidation, or the need for further financial reorganization, of the Debtor or any successor to the Debtor, unless such liquidation or reorganization is proposed in the Plan.

1. **Ability to Initially Fund Plan.** The Debtor believes that it will have enough cash on hand on the Effective Date of the Plan to pay all the claims and expenses that are entitled to be paid on that date. As of June 16, 2017, the Debtor has approximately \$19,045.28 on deposit in its bank accounts. Additionally, Debtor anticipates funds from continued business operations as reflected in the projections attached hereto.

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

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

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

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

assets after subtracting the costs associated with such a liquidation are then compared with the value of the property offered to such Classes of Claims under the Plan.

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

The following liquidation analysis<sup>8</sup> provides a summary of the liquidation values of the Debtor's assets, assuming a chapter 7 liquidation in which a trustee appointed by the Court would liquidate the assets of the Debtor's estates.

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

ASSET	LIQUIDATION VALUE	LIEN	NET ASSET VALUE
Accounts with Financial Institutions	\$19,045.28	\$190,121.17	\$0.00
Office Equipment, Supplies or Fixtures	\$5,600.00	\$171,475.89	\$0.00
Vehicles	\$180,000.00 <sup>9</sup>	\$640,773.17	\$0.00
Trailers	\$16,642.15	\$165,475.89	\$0.00
Receivables	\$121,050.80 <sup>10</sup>	\$148,833.74	\$27,782.94
<b>TOTAL</b>			<b>\$27,782.94</b>

ASSUMPTIONS	COST
Trustee retains the bank funds and abandons all remaining assets to secured lenders.	
Chapter 7 Trustee Fees (25% of first \$5,000; 10% of next \$45,000; 5% of the next \$950,000; and 3% of all monies in excess of \$1,000,000) and Legal Fees (\$0.00). <b>ASSUMING a Trustee would retain the bank funds and abandon all remaining assets to secured lenders.</b>	<\$1,404.53>

As set forth in the above table, Debtor asserts that the liquidation value of the Debtor's collective assets, net of secured liens, is approximately \$27,782.94. Nonetheless, in light of the

<sup>8</sup> These values are accurate as of July 31, 2016, except as otherwise noted.

<sup>9</sup> This value is 80% of the actual value (\$225,000.00) of the vehicle appraisal received by the Debtor on December 30, 2016.

<sup>10</sup> This value is 60% of the actual receivables on July 31, 2016 (\$184,117.23).

fact the bank balance is \$19,045.28 it would more practical for a trustee to simply retain those funds and abandon all other assets so as to avoid the liquidation costs attendant thereto.

The Debtor estimates the net recovery by a chapter 7 bankruptcy trustee, based upon the above referenced assumptions, will be \$17,640.75. In short, it is the Debtor's opinion that if the case were converted to one under chapter 7 of the Bankruptcy Code, the dividend paid to the unsecured creditors would be substantially and significantly less than the dividends to be paid under the Plan.

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

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

The Plan currently provides for the payment to ALL Creditors (unsecured and secured) 100% of their respective Allowed Claims (approximately \$1,789,563 over 6 years). Debtor contends the Plan provides for a greater dividend to all creditors than would a liquidation of assets under chapter 7.

## **ARTICLE XII**

### **ALTERNATIVES TO CONFIRMATION**

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

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

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

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

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

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

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

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

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

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

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

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



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

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

**ARTICLE XV**  
**CERTAIN FEDERAL INCOME TAX CONSEQUENCES OF THE PLAN**

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

A. Tax Consequences of the Plan. Implementation of the Plan may result in federal income tax consequences to holders of Claims, Equity Interest Holders, and to the Debtor. Tax consequences to a particular Creditor or Equity Interest Holder may depend on the particular circumstances or facts regarding the Claim of the Creditor or the interests of the Equity Interest Holder. IRS Publication 908, entitled "Bankruptcy Tax Guide" provides valuable information regarding the federal income tax aspects of bankruptcy. The "Bankruptcy Tax Guide" is available from the Debtor upon request made to [robert@demarcomitchell.com](mailto:robert@demarcomitchell.com), or directly from the IRS online at <http://www.irs.gov/pub/irs-pdf/p908.pdf>.

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

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

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

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

**ARTICLE XVI  
RECOMMENDATION OF THE DEBTOR**

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

Respectfully submitted,

Dated: June 20, 2017

/s/ Kevin Loper

**Kevin Loper**  
Managing Member  
Lopek companies, LLC

Presented by:

*/s/ Robert T. DeMarco*

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

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

<b>IN RE:</b>  <b>HD RETAIL REPAIR, LLC.</b> 47-1225736 4514 Cole Ave, 910 Dallas, TX 75205	<b>Case No.:</b> 16-34817-BJH-11
<b>Debtor.</b>	<b>Case No.:</b> 16-34818-BJH-11
<b>IN RE:</b>  <b>LOPEK COMPANIES, LLC</b> 27-3641469 729 3rd Avenue Dallas, TX 75226	<b>JOINTLY ADMINISTERED UNDER:</b> <b>Case No.:</b> 16-34817-BJH-11
<b>Debtor.</b>	<b>Chapter:</b> 11

**LOPEK COMPANIES, LLC'S, AMENDED PLAN OF REORGANIZATION  
[DATED JUNE 20, 2017]**

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

**ARTICLE I  
INTRODUCTION**

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

B. **Plan Summary.**

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

2. **Distribution:** The Plan provides for a distribution to Creditors in accordance with the terms of the Plan from the Debtor over the course of six (6) years from the Debtor's business operations and pursuant to the terms of the various secured obligations as modified in the Plan.

**EXHIBIT "1"**

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

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

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

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

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

4. **Ally** means Ally Bank.

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

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

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

8. **Bankruptcy Court** means the United States Bankruptcy Court for the Northern District of Texas, Dallas Division.

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

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

11. **BB&T** means Branch Banking & Trust Company.

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

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

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

15. **Claim** means: (i) right of payment, whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured; or (ii) a right to an equitable remedy for breach of performance if such breach gives rise to a right of payment, whether or not such right to an equitable remedy is reduced to judgment, fixed, contingent, matured, unmatured, disputed, undisputed, secured or unsecured.

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

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

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

19. **Comerica** means Comerica Bank.

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

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

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

23. **Confirmation Order** means the Final Order confirming this Plan.
24. **Contested** when used with respect to a Claim or Interest, means a Claim against or Interest in the Debtor that is: (i) listed in the Debtor's Schedules as disputed, contingent, or unliquidated and as to which a proof of claim has been timely filed; (ii) listed in the Debtor's Schedules as undisputed, liquidated, and not contingent and as to which a proof of Claim or Interest has been filed with the Bankruptcy Court, to the extent the proof of Claim or Interest amount exceeds the amount provided for in the Debtor's Schedules; or (iii) the subject of an objection which has been or may be timely filed by any party in interest or the United States Trustee and which claim has not been disallowed by Final Order. To the extent an objection relates to the allowance of only a part of a Claim or Interest, such a Claim or Interest shall be a Contested Claim or Contested Interest only to the extent of the objection.
25. **Creditor** means holder of a Claim as of the Petition Date.
26. **Debtor** means the Debtor in this Case as the context requires.
27. **Disclosure Statement** means the Disclosure Statement for this Plan, together with any supplements, amendments, or modifications thereto.
28. **Effective Date** means the date on which the Confirmation Order becomes a Final Order.
29. **Entity** includes any individual, partnership, corporation, estate, trust, governmental unit, person, and the United States Trustee.
30. **Estate** means the bankruptcy estate of the Debtor created by Section 541 of the Bankruptcy Code upon the commencement of this Case.
31. **Final Order** means: (i) an order of the Bankruptcy Court as to which the time to appeal, petition for certiorari, or move for reargument or rehearing has expired and as to which no appeal, petition for certiorari, or other proceedings for reargument or rehearing, shall then be pending or, (ii) in the event that an appeal, writ of certiorari, reargument or rehearing thereof has been sought, such order of the Bankruptcy Court shall have been affirmed by the highest court to which such order may be appealed, or certiorari has been denied, and the time to take any further appeal, petition for certiorari or move for reargument or rehearing shall have expired; provided, however, that the Confirmation Order may be treated as a Final Order if no stay pending appeal has been obtained.
32. **Initial Distribution Date** means the first Business Day on which a distribution is made under the Plan to holders of Allowed Claims.
33. **Insider** means: (i) a director of the Debtor; (ii) an officer of the Debtor; (iii) a person in control of the Debtor; (iv) a partnership in which a Debtor is general partner; (v) a general partner of the Debtor; (vi) a relative of a general partner in, general partner of, or person in control of the Debtor, (vii) an affiliate (defined in § 101(2) of the Bankruptcy Code) of the Debtor or an Insider of an affiliate as if such affiliate were a Debtor; and (viii) a managing agent of the Debtor.
34. **Interest** means: (i) the membership interests or ownership interests in the Debtor; and (ii) any right or option, however arising, to acquire a membership interest or any other equity interest in the Debtor.

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

36. **Lopek** means the Debtor herein, Lopek Companies, LLC.

37. **Petition Date** means December 16, 2016, the date the Debtor filed a voluntary bankruptcy petition commencing this Case.

38. **Plan** means this "Lopek Companies, LLC's Amended Plan of Reorganization [Dated June 20, 2017]", including all exhibits and attachments, each of which is hereby incorporated and made part thereof, as modified or amended from time to time in accordance with § 1127 of the Bankruptcy Code.

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

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

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

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

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

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

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

46. **Reorganized Debtor** means Lopek after the entry of the Confirmation Order.

47. **Santander** means Santander Consumer USA, Inc., an Illinois corporation, *dba* Chrysler Capital.

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

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



50. **Secured Claim Interest Rate** means a fixed interest rate of 3.50% or such other rate as the Bankruptcy Court determines at the Confirmation Hearing is necessary to provide the holders of Allowed Secured Claims with the present value of their collateral.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**A. Summary.**

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

**B. Administrative Claims.**

1. **In General.** Except as otherwise provided herein, all requests for payment of an Administrative Claim incurred before the Effective Date (except for those Claims arising under 28 U.S.C. § 1930) shall be filed before the Bar Date. Each holder of an Allowed Administrative Claim, except as otherwise set forth in this Article III (and specifically excluding Priority Tax Claims as set forth below), shall receive from the Reorganized Debtor: (i) with respect to Administrative Claims which are Allowed Claims on the Effective Date, unless the holder of a particular Allowed Claim agrees to a different treatment, the amount of such holder's Allowed Claim in one cash payment; and (ii) with respect to Administrative Claims which become Allowed Claims after the Effective Date, unless the holder of a particular Allowed Claim agrees to a different treatment, the amount of such holder's Allowed Claim in one cash payment on the date such claim becomes an Allowed Administrative Claim. **Notwithstanding the foregoing,** any such Administrative Claim representing a liability incurred in the ordinary course of business by the Debtor shall be paid by Reorganized Debtor in accordance with the terms and conditions of the particular transaction giving rise to such liability and any agreements relating thereto.

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

3. **Priority Tax Claims.** Each holder of an Allowed Priority Tax Claim against the Debtor shall receive on the Effective Date, in full satisfaction, release and discharge of such Allowed Priority Tax Claim, at the election of the Debtor, either: (i) Cash payment in the amount of such holder's Allowed Priority Tax Claim; (ii) deferred Cash payments over a period not to exceed five (5) years, from the Petition Date of a value as of the Effective Date, equal to the Allowed amount of such Claim; or (iii) such other terms as may be agreed upon by such holder and the Debtor. The rate of interest to be paid on Allowed Priority Tax Claims that are paid out over five (5) years shall be equal to the underpayment rate specified in 26 U.S.C. §

6621 (determined without regard to 26 U.S.C. § 6621(a)) as of the Effective Date (the underpayment rate is currently 4%).

**ARTICLE IV**  
**CLASSIFICATION OF CLAIMS AND INTERESTS**

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

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

CLASS	DESCRIPTION	STATUS	VOTING RIGHTS
Class 1A	Secured Tax Claims	Impaired	Entitled to Vote
Class 1B	Secured Claim of BB&T	Impaired	Entitled to Vote
Class 1C	Secured Claim of Comerica	Impaired	Entitled to Vote
Class 1D.1	Secured Claim of Ally [0051]	Impaired	Entitled to Vote
Class 1D.2	Secured Claim of Ally [8559]	Impaired	Entitled to Vote
Class 1D.3	Secured Claim of Ally [3160]	Impaired	Entitled to Vote
Class 1D.4	Secured Claim of Ally [7832]	Impaired	Entitled to Vote
Class 1D.5	Secured Claim of Ally [4710]	Impaired	Entitled to Vote
Class 1D.6	Secured Claim of Ally [9207]	Impaired	Entitled to Vote

Class 1D.7	Secured Claim of Ally [4383]	Impaired	Entitled to Vote
Class 1D.8	Secured Claim of Ally [8781]	Impaired	Entitled to Vote
Class 1D.9	Secured Claim of Ally [0518]	Impaired	Entitled to Vote
Class 1D.10	Secured Claim of Ally [8015]	Impaired	Entitled to Vote
Class 1E.1	Secured Claim of Santander [4253]	Impaired	Entitled to Vote
Class 1E.2	Secured Claim of Santander [3872]	Impaired	Entitled to Vote
Class 1E.3	Secured Claim of Santander [7278]	Impaired	Entitled to Vote
Class 1E.4	Secured Claim of Santander [6490]	Impaired	Entitled to Vote
Class 1E.5	Secured Claim of Santander [1303]	Impaired	Entitled to Vote
Class 1E.6	Secured Claim of Santander [8256]	Impaired	Entitled to Vote
Class 1E.7	Secured Claim of Santander [8523]	Impaired	Entitled to Vote
Class 1E.8	Secured Claim of Santander [4830]	Impaired	Entitled to Vote
Class 1F	Secured Claims	Unimpaired	Deemed Accepted; Not Entitled to Vote
Class 2	Priority Claims	Unimpaired	Deemed Accepted; Not Entitled to Vote
Class 3	Administrative Convenience Claims	Impaired	Entitled to Vote
Class 4A	General Unsecured Claims	Impaired	Entitled to Vote
Class 4B	Subordinated Unsecured Claims	Impaired	Entitled to Vote
Class 5	Interests	Unimpaired	Deemed Accepted; Not Entitled to Vote

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

**ARTICLE V  
TREATMENT OF CLAIMS AND INTERESTS**

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

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

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

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

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

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

3. Class 1A is impaired under the Plan.

B. **CLASS 1B – Secured Claim of BB&T.**

1. **Class 1B Summary.** Class 1B consists of the Secured Claim of BB&T, and is secured by substantially all of the assets of the Debtor. BB&T asserts the principal balance due and owing BB&T is \$117,024.91. The Allowed Class 1B Claim shall be modified as set forth herein and paid by the Reorganized Debtor as follows.

a. **Principal Amount.** The unpaid principal balance of the Allowed Class 1B Claim is hereby allowed as an Allowed Secured Claim in the amount of **\$117,024.91**.

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

c. Payments. The Allowed Class 1B Claim, plus interest thereon, shall be paid in twenty four (24) consecutive monthly installments commencing the first (1<sup>st</sup>) day of the first full calendar month following the Effective Date, and continuing on the same day each month thereafter until paid in full. The first monthly installment shall be in the amount of \$5,055.79, the next 22 of such monthly installments shall be in the amount of \$5,055.79 and the final monthly installment shall be in the amount of \$5,055.89.

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

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

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

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

2. Address for Payment. Until further notice, all payments due the holder of an Allowed Class 1B Claim shall be sent to the following address: **BB&T, P.O. Box 1847, 100-50-01-51, Wilson, NC 27894**.

3. Class 1B is impaired under the Plan.

C. **CLASS 1C – Secured Claim of Comerica**.

1. Class 1C Summary. Class 1C consists of the Secured Claim of Comerica, and is secured by substantially all of the assets of the Debtor, but in a junior position to that of BB&T. Comerica asserts the principal balance due and owing Comerica is \$73,096.26. The Allowed Class 1C Claim shall be modified as set forth herein and paid by the Reorganized Debtor as follows.

a. Principal Amount. The unpaid principal balance of the Allowed Class 1C Claim is hereby allowed as an Allowed Secured Claim in the amount of \$20,596.00.

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

c. Payments. The Allowed Class 1C Claim, plus interest thereon, shall be paid in twenty four (24) consecutive monthly installments commencing the first (1<sup>st</sup>) day of the first full calendar month following the Effective Date, and continuing on the same day each month thereafter until paid in full. The first monthly installment shall be in the amount of \$889.80, the next 22 of such

monthly installments shall be in the amount of \$889.80 and the final monthly installment shall be in the amount of \$889.87.

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

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

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

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

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

3. Address for Payment. Until further notice, all payments due the holder of an Allowed Class 1C Claim shall be sent to the following address: **Comerica, Attn. Pragnesh Mistry, 6260 E. Mockingbird Lane, 2d Floor MC 6510, Dallas, TX 75214.**

4. Class 1C is impaired under the Plan.

**D. CLASS 1D.1 – Secured Claim of Ally [0051]**

1. Class 1D.1 Summary. Class 1D.1 consists of the Secured Claim of Ally. Ally and the Debtor are parties to a Motor Vehicle Retail Installment Sales Contract (the “**0051 Agreement**”) regarding a 2014 Chevrolet Silverado [VIN: 1GCRCPEH9EZ280235]. Ally asserts the principal balance due and owing under the 0051 Agreement is \$16,272.99. The Allowed Class 1D.1 Claim shall be modified as set forth herein and paid by the Reorganized Debtor as follows.

a. Principal Amount. The unpaid balance of such Claim is hereby allowed as an Allowed Secured Claim in the amount of \$8,500.00.

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

c. Payments. The Allowed Class 1D.1 Claim, plus interest thereon, shall be paid in sixty (60) consecutive monthly installments commencing the first (1<sup>st</sup>) day of the first full calendar month following the Effective Date. The first monthly installment shall be in the amount of \$154.63, the next 58 of such monthly installments shall be in the amount of \$154.63 and the final monthly installment shall be in the amount of \$154.60.

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

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

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

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

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

3. Address for Payment. Until further notice, all payments due the holder of an Allowed Class 1D.1 Claim shall be sent to the following address: **Ally, Payment Processing Center, P.O. Box 78367, Phoenix, AZ 85062-8367**.

4. Class 1D.1 is impaired under the Plan.

E. **CLASS 1D.2 – Secured Claim of Ally [8559]**.

1. Class 1D.2 Summary. Class 1D.2 consists of the Secured Claim of Ally. Ally and the Debtor are parties to a Motor Vehicle Retail Installment Sales Contract (the “**8559 Agreement**”) regarding a 2012 Chevrolet Silverado [VIN: 1GC4C0CG3CF105490]. Ally asserts the principal balance due and owing under the 8559 Agreement is \$16,372.79. The Allowed Class 1D.2 Claim shall be modified as set forth herein and paid by the Reorganized Debtor as follows.

a. Principal Amount. The unpaid balance of such Claim is hereby allowed as an Allowed Secured Claim in the amount of \$6,000.00.

b. Interest. Simple interest shall accrue on the unpaid balance owed to the Allowed Class 1D.2 Claim holder at the Secured Claim Interest Rate from and after the Confirmation Date.

c. Payments. The Allowed Class 1D.2 Claim, plus interest thereon, shall be paid in sixty (60) consecutive monthly installments commencing the first (1<sup>st</sup>) day of the first full calendar month following the Effective Date. The first monthly installment shall be in the amount of \$109.15, the next 58 of such monthly installments shall be in the amount of \$109.15 and the final monthly installment shall be in the amount of \$109.17.

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

e. Pre-Payment. At any time after the Effective Date, without penalty or premium, the Allowed Class 1D.2 Claim may be prepaid, in whole or in part, in the sole discretion of the Reorganized Debtor.



f. Collateral. Except to the extent inconsistent herewith or with the law, the validity and priority of the lien and security interest securing the Allowed Class 1D.2 Claim shall remain in full force and effect following the Effective Date.

g. Default. In the event the Reorganized Debtor fails to timely pay an Allowed Class 1D.2 Claim as provided herein, the Reorganized Debtor shall be in default, and, subject to Section Q of Article XI of the Plan, the holder of the affected Allowed Class 1D.2 Claim may pursue remedies in accordance with that section.

2. To the extent that a Creditor in Class 1D.2 does not hold an Allowed Secured Claim, such Claim, if it becomes an Allowed Claim, shall be included in Class 4.

3. Address for Payment. Until further notice, all payments due the holder of an Allowed Class 1D.2 Claim shall be sent to the following address: **Ally, Payment Processing Center, P.O. Box 78367, Phoenix, AZ 85062-8367**.

4. Class 1D.2 is impaired under the Plan.

F. **CLASS 1D.3 – Secured Claim of Ally [3160]**.

1. Class 1D.3 Summary. Class 1D.3 consists of the Secured Claim of Ally. Ally and the Debtor are parties to a Motor Vehicle Retail Installment Sales Contract (the “**3160 Agreement**”) regarding a 2014 GMC Sierra [VIN: 1GTR1TEH4EZ356295]. Ally asserts the principal balance due and owing under the 3160 Agreement is \$17,176.79. The Allowed Class 1D.3 Claim shall be modified as set forth herein and paid by the Reorganized Debtor as follows.

a. Principal Amount. The unpaid balance of such Claim is hereby allowed as an Allowed Secured Claim in the amount of \$11,000.00.

b. Interest. Simple interest shall accrue on the unpaid balance owed to the Allowed Class 1D.3 Claim holder at the Secured Claim Interest Rate from and after the Confirmation Date.

c. Payments. The Allowed Class 1D.3 Claim, plus interest thereon, shall be paid in sixty (60) consecutive monthly installments commencing the first (1<sup>st</sup>) day of the first full calendar month following the Effective Date. The first monthly installment shall be in the amount of \$200.11, the next 58 of such monthly installments shall be in the amount of \$200.11 and the final monthly installment shall be in the amount of \$200.03.

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

e. Pre-Payment. At any time after the Effective Date, without penalty or premium, the Allowed Class 1D.3 Claim may be prepaid, in whole or in part, in the sole discretion of the Reorganized Debtor.

f. Collateral. Except to the extent inconsistent herewith or with the law, the validity and priority of the lien and security interest securing the Allowed Class 1D.3 Claim shall remain in full force and effect following the Effective Date.

g. Default. In the event the Reorganized Debtor fails to timely pay an Allowed Class 1D.3 Claim as provided herein, the Reorganized Debtor shall be in

default, and, subject to Section Q of Article XI of the Plan, the holder of the affected Allowed Class 1D.3 Claim may pursue remedies in accordance with that section.

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

3. Address for Payment. Until further notice, all payments due the holder of an Allowed Class 1D.3 Claim shall be sent to the following address: **Ally, Payment Processing Center, P.O. Box 78367, Phoenix, AZ 85062-8367.**

4. Class 1D.3 is impaired under the Plan.

G. **CLASS 1D.4 – Secured Claim of Ally [7832].**

1. Class 1D.4 Summary. Class 1D.4 consists of the Secured Claim of Ally. Ally and the Debtor are parties to a Motor Vehicle Retail Installment Sales Contract (the “**7832 Agreement**”) regarding a 2013 Chevrolet Silverado [VIN: 3GCPKSE74DG305979]. Ally asserts the principal balance due and owing under the 7832 Agreement is \$17,249.86. The Allowed Class 1D.4 Claim shall be modified as set forth herein and paid by the Reorganized Debtor as follows.

a. Principal Amount. The unpaid balance of such Claim is hereby allowed as an Allowed Secured Claim in the amount of \$8,000.00.

b. Interest. Simple interest shall accrue on the unpaid balance owed to the Allowed Class 1D.4 Claim holder at the Secured Claim Interest Rate from and after the Confirmation Date.

c. Payments. The Allowed Class 1D.4 Claim, plus interest thereon, shall be paid in sixty (60) consecutive monthly installments commencing the first (1<sup>st</sup>) day of the first full calendar month following the Effective Date. The first monthly installment shall be in the amount of \$145.53, the next 58 of such monthly installments shall be in the amount of \$145.53 the final monthly installment shall be in the amount of \$145.83.

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

e. Pre-Payment. At any time after the Effective Date, without penalty or premium, the Allowed Class 1D.4 Claim may be prepaid, in whole or in part, in the sole discretion of the Reorganized Debtor.

f. Collateral. Except to the extent inconsistent herewith or with the law, the validity and priority of the lien and security interest securing the Allowed Class 1D.4 Claim shall remain in full force and effect following the Effective Date.

g. Default. In the event the Reorganized Debtor fails to timely pay an Allowed Class 1D.4 Claim as provided herein, the Reorganized Debtor shall be in default, and, subject to Section Q of Article XI of the Plan, the holder of the affected Allowed Class 1D.4 Claim may pursue remedies in accordance with that section.

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

3. Address for Payment. Until further notice, all payments due the holder of an Allowed Class 1D.4 Claim shall be sent to the following address: **Ally, Payment Processing Center, P.O. Box 78367, Phoenix, AZ 85062-8367.**

4. Class 1D.4 is impaired under the Plan.

H. **CLASS 1D.5 – Secured Claim of Ally [4710].**

1. Class 1D.5 Summary. Class 1D.5 consists of the Secured Claim of Ally. Ally and the Debtor are parties to a Motor Vehicle Retail Installment Sales Contract (the “**4710 Agreement**”) regarding a 2015 Dodge Ram [VIN: 3C6RR6KT0FG585715]. Ally asserts the principal balance due and owing under the 4710 Agreement is \$25,235.35. The Allowed Class 1D.5 Claim shall be modified as set forth herein and paid by the Reorganized Debtor as follows.

a. Principal Amount. The unpaid balance of such Claim is hereby allowed as an Allowed Secured Claim in the amount of \$16,000.00.

b. Interest. Simple interest shall accrue on the unpaid balance owed to the Allowed Class 1D.5 Claim holder at the Secured Claim Interest Rate from and after the Confirmation Date.

c. Payments. The Allowed Class 1D.5 Claim, plus interest thereon, shall be paid in sixty (60) consecutive monthly installments commencing the first (1<sup>st</sup>) day of the first full calendar month following the Effective Date. The first monthly installment shall be in the amount of \$291.07, the next 58 of such monthly installments shall be in the amount of \$291.07 the final monthly installment shall be in the amount of \$290.91.

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

e. Pre-Payment. At any time after the Effective Date, without penalty or premium, the Allowed Class 1D.5 Claim may be prepaid, in whole or in part, in the sole discretion of the Reorganized Debtor.

f. Collateral. Except to the extent inconsistent herewith or with the law, the validity and priority of the lien and security interest securing the Allowed Class 1D.5 Claim shall remain in full force and effect following the Effective Date.

g. Default. In the event the Reorganized Debtor fails to timely pay an Allowed Class 1D.5 Claim as provided herein, the Reorganized Debtor shall be in default, and, subject to Section Q of Article XI of the Plan, the holder of the affected Allowed Class 1D.5 Claim may pursue remedies in accordance with that section.

2. To the extent that a Creditor in Class 1D.5 does not hold an Allowed Secured Claim, such Claim, if it becomes an Allowed Claim, shall be included in Class 4.

3. Address for Payment. Until further notice, all payments due the holder of an Allowed Class 1D.5 Claim shall be sent to the following address: **Ally, Payment Processing Center, P.O. Box 78367, Phoenix, AZ 85062-8367.**

4. Class 1D.5 is impaired under the Plan.

I. **CLASS 1D.6 – Secured Claim of Ally [9207].**

1. Class 1D.6 Summary. Class 1D.6 consists of the Secured Claim of Ally. Ally and the Debtor are parties to a Motor Vehicle Retail Installment Sales Contract (the "**9207 Agreement**") regarding a 2014 Chevrolet Silverado [VIN: 1GCRCEH9EZ270806]. Ally asserts the principal balance due and owing under the 9207 Agreement is \$20,181.46. The Allowed Class 1D.6 Claim shall be modified as set forth herein and paid by the Reorganized Debtor as follows.

a. Principal Amount. The unpaid balance of such Claim is hereby allowed as an Allowed Secured Claim in the amount of \$8,000.00.

b. Interest. Simple interest shall accrue on the unpaid balance owed to the Allowed Class 1D.6 Claim holder at the Secured Claim Interest Rate from and after the Confirmation Date.

c. Payments. The Allowed Class 1D.6 Claim, plus interest thereon, shall be paid in sixty (60) consecutive monthly installments commencing the first (1<sup>st</sup>) day of the first full calendar month following the Effective Date. The first monthly installment shall be in the amount of \$145.53, the next 58 of such monthly installments shall be in the amount of \$145.53 the final monthly installment shall be in the amount of \$145.83.

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

e. Pre-Payment. At any time after the Effective Date, without penalty or premium, the Allowed Class 1D.6 Claim may be prepaid, in whole or in part, in the sole discretion of the Reorganized Debtor.

f. Collateral. Except to the extent inconsistent herewith or with the law, the validity and priority of the lien and security interest securing the Allowed Class 1D.6 Claim shall remain in full force and effect following the Effective Date.

g. Default. In the event the Reorganized Debtor fails to timely pay an Allowed Class 1D.6 Claim as provided herein, the Reorganized Debtor shall be in default, and, subject to Section Q of Article XI of the Plan, the holder of the affected Allowed Class 1D.6 Claim may pursue remedies in accordance with that section.

2. To the extent that a Creditor in Class 1D.6 does not hold an Allowed Secured Claim, such Claim, if it becomes an Allowed Claim, shall be included in Class 4.

3. Address for Payment. Until further notice, all payments due the holder of an Allowed Class 1D.6 Claim shall be sent to the following address: **Ally, Payment Processing Center, P.O. Box 78367, Phoenix, AZ 85062-8367.**

4. Class 1D.6 is impaired under the Plan.

J. **CLASS 1D.7 – Secured Claim of Ally [4383].**

1. Class 1D.7 Summary. Class 1D.7 consists of the Secured Claim of Ally. Ally and the Debtor are parties to a Motor Vehicle Retail Installment Sales Contract (the "**4383 Agreement**") regarding a 2015 Dodge Ram [VIN: 3C6RR6KT5FG584821]. Ally asserts the principal balance due and owing under the 4383 Agreement is \$24,619.45. The Allowed Class 1D.7 Claim shall be modified as set forth herein and paid by the Reorganized Debtor as follows.

- a. Principal Amount. The unpaid balance of such Claim is hereby allowed as an Allowed Secured Claim in the amount of \$16,000.00.
- b. Interest. Simple interest shall accrue on the unpaid balance owed to the Allowed Class 1D.7 Claim holder at the Secured Claim Interest Rate from and after the Confirmation Date.
- c. Payments. The Allowed Class 1D.7 Claim, plus interest thereon, shall be paid in sixty (60) consecutive monthly installments commencing the first (1<sup>st</sup>) day of the first full calendar month following the Effective Date. The first monthly installment shall be in the amount of \$291.07, the next 58 of such monthly installments shall be in the amount of \$291.07 the final monthly installment shall be in the amount of \$290.91.
- d. Maturity. The maturity date shall be modified to be coterminous with the payments schedule section forth in subparagraph (c) of this section.
- e. Pre-Payment. At any time after the Effective Date, without penalty or premium, the Allowed Class 1D.7 Claim may be prepaid, in whole or in part, in the sole discretion of the Reorganized Debtor.
- f. Collateral. Except to the extent inconsistent herewith or with the law, the validity and priority of the lien and security interest securing the Allowed Class 1D.7 Claim shall remain in full force and effect following the Effective Date.
- g. Default. In the event the Reorganized Debtor fails to timely pay an Allowed Class 1D.7 Claim as provided herein, the Reorganized Debtor shall be in default, and, subject to Section Q of Article XI of the Plan, the holder of the affected Allowed Class 1D.7 Claim may pursue remedies in accordance with that section.

2. To the extent that a Creditor in Class 1D.7 does not hold an Allowed Secured Claim, such Claim, if it becomes an Allowed Claim, shall be included in Class 4.

3. Address for Payment. Until further notice, all payments due the holder of an Allowed Class 1D.7 Claim shall be sent to the following address: **Ally, Payment Processing Center, P.O. Box 78367, Phoenix, AZ 85062-8367.**

4. Class 1D.7 is impaired under the Plan.

K. **CLASS 1D.8 – Secured Claim of Ally [8781].**

1. Class 1D.8 Summary. Class 1D.8 consists of the Secured Claim of Ally. Ally and the Debtor are parties to a Motor Vehicle Retail Installment Sales Contract (the “**8781 Agreement**”) regarding a 2015 Dodge Ram [VIN: 3C6RR6KT6FG585735]. Ally asserts the principal balance due and owing under the 8781 Agreement is \$23,154.55. The Allowed Class 1D.8 Claim shall be modified as set forth herein and paid by the Reorganized Debtor as follows.

- a. Principal Amount. The unpaid balance of such Claim is hereby allowed as an Allowed Secured Claim in the amount of \$16,000.00.
- b. Interest. Simple interest shall accrue on the unpaid balance owed to the Allowed Class 1D.8 Claim holder at the Secured Claim Interest Rate from and after the Confirmation Date.

c. Payments. The Allowed Class 1D.8 Claim, plus interest thereon, shall be paid in sixty (60) consecutive monthly installments commencing the first (1<sup>st</sup>) day of the first full calendar month following the Effective Date. The first monthly installment shall be in the amount of \$291.07, the next 58 of such monthly installments shall be in the amount of \$291.07 the final monthly installment shall be in the amount of \$290.91.

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

e. Pre-Payment. At any time after the Effective Date, without penalty or premium, the Allowed Class 1D.8 Claim may be prepaid, in whole or in part, in the sole discretion of the Reorganized Debtor.

f. Collateral. Except to the extent inconsistent herewith or with the law, the validity and priority of the lien and security interest securing the Allowed Class 1D.8 Claim shall remain in full force and effect following the Effective Date.

g. Default. In the event the Reorganized Debtor fails to timely pay an Allowed Class 1D.8 Claim as provided herein, the Reorganized Debtor shall be in default, and, subject to Section Q of Article XI of the Plan, the holder of the affected Allowed Class 1D.8 Claim may pursue remedies in accordance with that section.

2. To the extent that a Creditor in Class 1D.8 does not hold an Allowed Secured Claim, such Claim, if it becomes an Allowed Claim, shall be included in Class 4.

3. Address for Payment. Until further notice, all payments due the holder of an Allowed Class 1D.8 Claim shall be sent to the following address: **Ally, Payment Processing Center, P.O. Box 78367, Phoenix, AZ 85062-8367.**

4. Class 1D.8 is impaired under the Plan.

L. **CLASS 1D.9 – Secured Claim of Ally [0518].**

1. Class 1D.9 Summary. Class 1D.9 consists of the Secured Claim of Ally. Ally and the Debtor are parties to a Motor Vehicle Retail Installment Sales Contract (the “**0518 Agreement**”) regarding a 2015 Dodge Ram [VIN: 3C6TR4CTXFG580353]. Ally asserts the principal balance due and owing under the 0518 Agreement is \$29,872.83. The Allowed Class 1D.9 Claim shall be modified as set forth herein and paid by the Reorganized Debtor as follows.

a. Principal Amount. The unpaid balance of such Claim is hereby allowed as an Allowed Secured Claim in the amount of \$16,000.00.

b. Interest. Simple interest shall accrue on the unpaid balance owed to the Allowed Class 1D.9 Claim holder at the Secured Claim Interest Rate from and after the Confirmation Date.

c. Payments. The Allowed Class 1D.9 Claim, plus interest thereon, shall be paid in sixty (60) consecutive monthly installments commencing the first (1<sup>st</sup>) day of the first full calendar month following the Effective Date. The first monthly installment shall be in the amount of \$291.07, the next 58 of such monthly installments shall be in the amount of \$291.07 the final monthly installment shall be in the amount of \$290.91.

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

e. Pre-Payment. At any time after the Effective Date, without penalty or premium, the Allowed Class 1D.9 Claim may be prepaid, in whole or in part, in the sole discretion of the Reorganized Debtor.

f. Collateral. Except to the extent inconsistent herewith or with the law, the validity and priority of the lien and security interest securing the Allowed Class 1D.9 Claim shall remain in full force and effect following the Effective Date.

g. Default. In the event the Reorganized Debtor fails to timely pay an Allowed Class 1D.9 Claim as provided herein, the Reorganized Debtor shall be in default, and, subject to Section Q of Article XI of the Plan, the holder of the affected Allowed Class 1D.9 Claim may pursue remedies in accordance with that section.

2. To the extent that a Creditor in Class 1D.9 does not hold an Allowed Secured Claim, such Claim, if it becomes an Allowed Claim, shall be included in Class 4.

3. Address for Payment. Until further notice, all payments due the holder of an Allowed Class 1D.9 Claim shall be sent to the following address: **Ally, Payment Processing Center, P.O. Box 78367, Phoenix, AZ 85062-8367**.

4. Class 1D.9 is impaired under the Plan.

M. **CLASS 1D.10 – Secured Claim of Ally [8015]**.

1. Class 1D.10 Summary. Class 1D.10 consists of the Secured Claim of Ally. Ally and the Debtor are parties to a Motor Vehicle Retail Installment Sales Contract (the “**8015 Agreement**”) regarding a 2015 Dodge Ram [VIN: 3C6RR6KT4FG585734]. Ally asserts the principal balance due and owing under the 8015 Agreement is \$21,844.57. The Allowed Class 1D.10 Claim shall be modified as set forth herein and paid by the Reorganized Debtor as follows.

a. Principal Amount. The unpaid balance of such Claim is hereby allowed as an Allowed Secured Claim in the amount of \$13,000.00.

b. Interest. Simple interest shall accrue on the unpaid balance owed to the Allowed Class 1D.10 Claim holder at the Secured Claim Interest Rate from and after the Confirmation Date.

c. Payments. The Allowed Class 1D.10 Claim, plus interest thereon, shall be paid in sixty (60) consecutive monthly installments commencing the first (1<sup>st</sup>) day of the first full calendar month following the Effective Date. The first monthly installment shall be in the amount of \$236.49, the next 58 of such monthly installments shall be in the amount of \$236.49 the final monthly installment shall be in the amount of \$236.68.

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

e. Pre-Payment. At any time after the Effective Date, without penalty or premium, the Allowed Class 1D.10 Claim may be prepaid, in whole or in part, in the sole discretion of the Reorganized Debtor.

f. Collateral. Except to the extent inconsistent herewith or with the law, the validity and priority of the lien and security interest securing the Allowed Class 1D.10 Claim shall remain in full force and effect following the Effective Date.

g. Default. In the event the Reorganized Debtor fails to timely pay an Allowed Class 1D.10 Claim as provided herein, the Reorganized Debtor shall be in default, and, subject to Section Q of Article XI of the Plan, the holder of the affected Allowed Class 1D.10 Claim may pursue remedies in accordance with that section.

2. To the extent that a Creditor in Class 1D.10 does not hold an Allowed Secured Claim, such Claim, if it becomes an Allowed Claim, shall be included in Class 4.

3. Address for Payment. Until further notice, all payments due the holder of an Allowed Class 1D.10 Claim shall be sent to the following address: **Ally, Payment Processing Center, P.O. Box 78367, Phoenix, AZ 85062-8367**.

4. Class 1D.10 is impaired under the Plan.

N. **CLASS 1E.1 – Secured Claim of Santander [4253]**.

1. Class 1E.1 Summary. Class 1E.1 consists of the Secured Claim of Santander. Santander and the Debtor are parties to a Motor Vehicle Retail Installment Sales Contract (the "**4253 Agreement**") regarding a 2014 Dodge Ram [VIN: 1C6RR6GT3ES358258]. Santander asserts the principal balance due and owing under the 4253 Agreement is \$26,282.67. The Allowed Class 1E.1 Claim shall be modified as set forth herein and paid by the Reorganized Debtor as follows.

a. Principal Amount. The unpaid balance of such Claim is hereby allowed as an Allowed Secured Claim in the amount of \$14,000.00.

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

c. Payments. The Allowed Class 1E.1 Claim, plus interest thereon, shall be paid in sixty (60) consecutive monthly installments commencing the first (1<sup>st</sup>) day of the first full calendar month following the Effective Date. The first monthly installment shall be in the amount of \$254.68, the next 58 of such monthly installments shall be in the amount of \$254.68 and the final monthly installment shall be in the amount of \$254.96.

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

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



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

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

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

3. Address for Payment. Until further notice, all payments due the holder of an Allowed Class 1E.1 Claim shall be sent to the following address: **Santander, P.O. Box 961278, Fort Worth, TX 76161.**

4. Class 1E.1 is impaired under the Plan.

O. **CLASS 1E.2 – Secured Claim of Santander [3872].**

1. Class 1E.2 Summary. Class 1E.2 consists of the Secured Claim of Santander. Santander and the Debtor are parties to a Motor Vehicle Retail Installment Sales Contract (the “**3872 Agreement**”) regarding a 2014 Dodge Promaster [VIN: 3C6TRVNG2EE112410]. Santander asserts the principal balance due and owing under the 3872 Agreement is \$18,947.90. The Allowed Class 1E.2 Claim shall be modified as set forth herein and paid by the Reorganized Debtor as follows.

a. Principal Amount. The unpaid balance of such Claim is hereby allowed as an Allowed Secured Claim in the amount of \$8,500.00.

b. Interest. Simple interest shall accrue on the unpaid balance owed to the Allowed Class 1E.2 Claim holder at the Secured Claim Interest Rate from and after the Confirmation Date.

c. Payments. The Allowed Class 1E.2 Claim, plus interest thereon, shall be paid in sixty (60) consecutive monthly installments commencing the first (1<sup>st</sup>) day of the first full calendar month following the Effective Date. The first monthly installment shall be in the amount of \$154.63, the next 58 of such monthly installments shall be in the amount of \$154.63 and the final monthly installment shall be in the amount of \$154.60.

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

e. Pre-Payment. At any time after the Effective Date, without penalty or premium, the Allowed Class 1E.2 Claim may be prepaid, in whole or in part, in the sole discretion of the Reorganized Debtor.

f. Collateral. Except to the extent inconsistent herewith or with the law, the validity and priority of the lien and security interest securing the Allowed Class 1E.2 Claim shall remain in full force and effect following the Effective Date.

g. Default. In the event the Reorganized Debtor fails to timely pay an Allowed Class 1E.2 Claim as provided herein, the Reorganized Debtor shall be in default, and, subject to Section Q of Article XI of the Plan, the holder of the affected Allowed Class 1E.2 Claim may pursue remedies in accordance with that section.

2. To the extent that a Creditor in Class 1E.2 does not hold an Allowed Secured Claim, such Claim, if it becomes an Allowed Claim, shall be included in Class 4.

3. Address for Payment. Until further notice, all payments due the holder of an Allowed Class 1E.2 Claim shall be sent to the following address: **Santander, P.O. Box 961278, Fort Worth, TX 76161.**

4. Class 1E.2 is impaired under the Plan.

P. **CLASS 1E.3 – Secured Claim of Santander [7278].**

1. Class 1E.3 Summary. Class 1E.3 consists of the Secured Claim of Santander. Santander and the Debtor are parties to a Motor Vehicle Retail Installment Sales Contract (the "**7278 Agreement**") regarding a 2014 Dodge Ram [VIN: 1C6RR6GT3ES358258]. Santander asserts the principal balance due and owing under the 7278 Agreement is \$24,976.29. The Allowed Class 1E.3 Claim shall be modified as set forth herein and paid by the Reorganized Debtor as follows.

a. Principal Amount. The unpaid balance of such Claim is hereby allowed as an Allowed Secured Claim in the amount of \$11,500.00.

b. Interest. Simple interest shall accrue on the unpaid balance owed to the Allowed Class 1E.3 Claim holder at the Secured Claim Interest Rate from and after the Confirmation Date.

c. Payments. The Allowed Class 1E.3 Claim, plus interest thereon, shall be paid in sixty (60) consecutive monthly installments commencing the first (1<sup>st</sup>) day of the first full calendar month following the Effective Date. The first monthly installment shall be in the amount of \$209.21, the next 58 of such monthly installments shall be in the amount of \$209.21 and the final monthly installment shall be in the amount of \$208.83.

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

e. Pre-Payment. At any time after the Effective Date, without penalty or premium, the Allowed Class 1E.3 Claim may be prepaid, in whole or in part, in the sole discretion of the Reorganized Debtor.

f. Collateral. Except to the extent inconsistent herewith or with the law, the validity and priority of the lien and security interest securing the Allowed Class 1E.3 Claim shall remain in full force and effect following the Effective Date.

g. Default. In the event the Reorganized Debtor fails to timely pay an Allowed Class 1E.3 Claim as provided herein, the Reorganized Debtor shall be in default, and, subject to Section Q of Article XI of the Plan, the holder of the affected Allowed Class 1E.3 Claim may pursue remedies in accordance with that section.

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

3. Address for Payment. Until further notice, all payments due the holder of an Allowed Class 1E.3 Claim shall be sent to the following address: **Santander, P.O. Box 961278, Fort Worth, TX 76161.**

4. Class 1E.3 is impaired under the Plan.

Q. **CLASS 1E.4 – Secured Claim of Santander [6490].**

1. Class 1E.4 Summary. Class 1E.4 consists of the Secured Claim of Santander. Santander and the Debtor are parties to a Motor Vehicle Retail Installment Sales Contract (the “**6490 Agreement**”) regarding a 2014 Dodge Ram [VIN: 1C6RR6LT9ES454370]. Santander asserts the principal balance due and owing under the 6490 Agreement is \$26,350.44. The Allowed Class 1E.4 Claim shall be modified as set forth herein and paid by the Reorganized Debtor as follows.

a. Principal Amount. The unpaid balance of such Claim is hereby allowed as an Allowed Secured Claim in the amount of \$15,000.00.

b. Interest. Simple interest shall accrue on the unpaid balance owed to the Allowed Class 1E.4 Claim holder at the Secured Claim Interest Rate from and after the Confirmation Date.

c. Payments. The Allowed Class 1E.4 Claim, plus interest thereon, shall be paid in sixty (60) consecutive monthly installments commencing the first (1<sup>st</sup>) day of the first full calendar month following the Effective Date. The first monthly installment shall be in the amount of \$272.88, the next 58 of such monthly installments shall be in the amount of \$272.88 the final monthly installment shall be in the amount of \$272.62.

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

e. Pre-Payment. At any time after the Effective Date, without penalty or premium, the Allowed Class 1E.4 Claim may be prepaid, in whole or in part, in the sole discretion of the Reorganized Debtor.

f. Collateral. Except to the extent inconsistent herewith or with the law, the validity and priority of the lien and security interest securing the Allowed Class 1E.4 Claim shall remain in full force and effect following the Effective Date.

g. Default. In the event the Reorganized Debtor fails to timely pay an Allowed Class 1E.4 Claim as provided herein, the Reorganized Debtor shall be in default, and, subject to Section Q of Article XI of the Plan, the holder of the affected Allowed Class 1E.4 Claim may pursue remedies in accordance with that section.

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

3. Address for Payment. Until further notice, all payments due the holder of an Allowed Class 1E.4 Claim shall be sent to the following address: **Santander, P.O. Box 961278, Fort Worth, TX 76161.**

4. Class 1E.4 is impaired under the Plan.

R. **CLASS 1E.5 – Secured Claim of Santander [1303].**

1. Class 1E.5 Summary. Class 1E.5 consists of the Secured Claim of Santander. Santander and the Debtor are parties to a Motor Vehicle Retail Installment Sales Contract (the “**1303 Agreement**”) regarding a 2014 Dodge Ram [VIN: 1C6RR7KT5ES330121]. Santander asserts the principal balance due and owing under the 1303 Agreement is \$29,256.01. The Allowed Class 1E.5 Claim shall be modified as set forth herein and paid by the Reorganized Debtor as follows.

a. Principal Amount. The unpaid balance of such Claim is hereby allowed as an Allowed Secured Claim in the amount of \$17,000.00.

b. Interest. Simple interest shall accrue on the unpaid balance owed to the Allowed Class 1E.5 Claim holder at the Secured Claim Interest Rate from and after the Confirmation Date.

c. Payments. The Allowed Class 1E.5 Claim, plus interest thereon, shall be paid in sixty (60) consecutive monthly installments commencing the first (1<sup>st</sup>) day of the first full calendar month following the Effective Date. The first monthly installment shall be in the amount of \$309.26, the next 58 of such monthly installments shall be in the amount of \$309.26 the final monthly installment shall be in the amount of \$309.26.

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

e. Pre-Payment. At any time after the Effective Date, without penalty or premium, the Allowed Class 1E.5 Claim may be prepaid, in whole or in part, in the sole discretion of the Reorganized Debtor.

f. Collateral. Except to the extent inconsistent herewith or with the law, the validity and priority of the lien and security interest securing the Allowed Class 1E.5 Claim shall remain in full force and effect following the Effective Date.

g. Default. In the event the Reorganized Debtor fails to timely pay an Allowed Class 1E.5 Claim as provided herein, the Reorganized Debtor shall be in default, and, subject to Section Q of Article XI of the Plan, the holder of the affected Allowed Class 1E.5 Claim may pursue remedies in accordance with that section.

2. To the extent that a Creditor in Class 1E.5 does not hold an Allowed Secured Claim, such Claim, if it becomes an Allowed Claim, shall be included in Class 4.

3. Address for Payment. Until further notice, all payments due the holder of an Allowed Class 1E.5 Claim shall be sent to the following address: **Santander, P.O. Box 961278, Fort Worth, TX 76161.**

4. Class 1E.5 is impaired under the Plan.

S. **CLASS 1E.6 – Secured Claim of Santander [8256].**

1. **Class 1E.6 Summary.** Class 1E.6 consists of the Secured Claim of Santander. Santander and the Debtor are parties to a Motor Vehicle Retail Installment Sales Contract (the “**8256 Agreement**”) regarding a 2015 Dodge Ram [VIN: 3C6RR6KT0FG585715]. Santander asserts the principal balance due and owing under the 8256 Agreement is \$26,862.04. The Allowed Class 1E.6 Claim shall be modified as set forth herein and paid by the Reorganized Debtor as follows.

a. **Principal Amount.** The unpaid balance of such Claim is hereby allowed as an Allowed Secured Claim in the amount of \$16,000.00.

b. **Interest.** Simple interest shall accrue on the unpaid balance owed to the Allowed Class 1E.6 Claim holder at the Secured Claim Interest Rate from and after the Confirmation Date.

c. **Payments.** The Allowed Class 1E.6 Claim, plus interest thereon, shall be paid in sixty (60) consecutive monthly installments commencing the first (1<sup>st</sup>) day of the first full calendar month following the Effective Date. The first monthly installment shall be in the amount of \$291.07, the next 58 of such monthly installments shall be in the amount of \$291.07 the final monthly installment shall be in the amount of \$290.91.

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

e. **Pre-Payment.** At any time after the Effective Date, without penalty or premium, the Allowed Class 1E.6 Claim may be prepaid, in whole or in part, in the sole discretion of the Reorganized Debtor.

f. **Collateral.** Except to the extent inconsistent herewith or with the law, the validity and priority of the lien and security interest securing the Allowed Class 1E.6 Claim shall remain in full force and effect following the Effective Date.

g. **Default.** In the event the Reorganized Debtor fails to timely pay an Allowed Class 1E.6 Claim as provided herein, the Reorganized Debtor shall be in default, and, subject to Section Q of Article XI of the Plan, the holder of the affected Allowed Class 1E.6 Claim may pursue remedies in accordance with that section.

2. To the extent that a Creditor in Class 1E.6 does not hold an Allowed Secured Claim, such Claim, if it becomes an Allowed Claim, shall be included in Class 4.

3. **Address for Payment.** Until further notice, all payments due the holder of an Allowed Class 1E.6 Claim shall be sent to the following address: **Santander, P.O. Box 961278, Fort Worth, TX 76161.**

4. Class 1E.6 is impaired under the Plan.

T. **CLASS 1E.7 – Secured Claim of Santander [8523].**

1. **Class 1E.7 Summary.** Class 1E.7 consists of the Secured Claim of Santander. Santander and the Debtor are parties to a Motor Vehicle Retail Installment Sales Contract (the “**8523 Agreement**”) regarding a 2014 Dodge Ram [VIN: 1C6RR7KT7ES330119]. Santander

asserts the principal balance due and owing under the 8523 Agreement is \$29,256.33. The Allowed Class 1E.7 Claim shall be modified as set forth herein and paid by the Reorganized Debtor as follows.

- a. Principal Amount. The unpaid balance of such Claim is hereby allowed as an Allowed Secured Claim in the amount of \$12,000.00.
- b. Interest. Simple interest shall accrue on the unpaid balance owed to the Allowed Class 1E.7 Claim holder at the Secured Claim Interest Rate from and after the Confirmation Date.
- c. Payments. The Allowed Class 1E.7 Claim, plus interest thereon, shall be paid in sixty (60) consecutive monthly installments commencing the first (1<sup>st</sup>) day of the first full calendar month following the Effective Date. The first monthly installment shall be in the amount of \$218.30, the next 58 of such monthly installments shall be in the amount of \$218.30 the final monthly installment shall be in the amount of \$218.38.
- d. Maturity. The maturity date shall be modified to be coterminous with the payments schedule section forth in subparagraph (c) of this section.
- e. Pre-Payment. At any time after the Effective Date, without penalty or premium, the Allowed Class 1E.7 Claim may be prepaid, in whole or in part, in the sole discretion of the Reorganized Debtor.
- f. Collateral. Except to the extent inconsistent herewith or with the law, the validity and priority of the lien and security interest securing the Allowed Class 1E.7 Claim shall remain in full force and effect following the Effective Date.
- g. Default. In the event the Reorganized Debtor fails to timely pay an Allowed Class 1E.7 Claim as provided herein, the Reorganized Debtor shall be in default, and, subject to Section Q of Article XI of the Plan, the holder of the affected Allowed Class 1E.7 Claim may pursue remedies in accordance with that section.

2. To the extent that a Creditor in Class 1E.7 does not hold an Allowed Secured Claim, such Claim, if it becomes an Allowed Claim, shall be included in Class 4.

3. Address for Payment. Until further notice, all payments due the holder of an Allowed Class 1E.7 Claim shall be sent to the following address: **Santander, P.O. Box 961278, Fort Worth, TX 76161.**

4. Class 1E.7 is impaired under the Plan.

U. **CLASS 1E.8 – Secured Claim of Santander [4830].**

1. Class 1E.8 Summary. Class 1E.8 consists of the Secured Claim of Santander. Santander and the Debtor are parties to a Motor Vehicle Retail Installment Sales Contract (the “**4830 Agreement**”) regarding a 2014 Dodge Ram [VIN: 1C6RR6KTSES364599]. Santander asserts the principal balance due and owing under the 4830 Agreement is \$24,360.85. The Allowed Class 1E.8 Claim shall be modified as set forth herein and paid by the Reorganized Debtor as follows.

- a. Principal Amount. The unpaid balance of such Claim is hereby allowed as an Allowed Secured Claim in the amount of \$10,000.00.
- b. Interest. Simple interest shall accrue on the unpaid balance owed to the Allowed Class 1E.8 Claim holder at the Secured Claim Interest Rate from and after the Confirmation Date.
- c. Payments. The Allowed Class 1E.8 Claim, plus interest thereon, shall be paid in sixty (60) consecutive monthly installments commencing the first (1<sup>st</sup>) day of the first full calendar month following the Effective Date. The first monthly installment shall be in the amount of \$181.92, the next 58 of such monthly installments shall be in the amount of \$181.92 the final monthly installment shall be in the amount of \$181.77.
- d. Maturity. The maturity date shall be modified to be coterminous with the payments schedule section forth in subparagraph (c) of this section.
- e. Pre-Payment. At any time after the Effective Date, without penalty or premium, the Allowed Class 1E.8 Claim may be prepaid, in whole or in part, in the sole discretion of the Reorganized Debtor.
- f. Collateral. Except to the extent inconsistent herewith or with the law, the validity and priority of the lien and security interest securing the Allowed Class 1E.8 Claim shall remain in full force and effect following the Effective Date.
- g. Default. In the event the Reorganized Debtor fails to timely pay an Allowed Class 1E.8 Claim as provided herein, the Reorganized Debtor shall be in default, and, subject to Section Q of Article XI of the Plan, the holder of the affected Allowed Class 1E.8 Claim may pursue remedies in accordance with that section.

2. To the extent that a Creditor in Class 1E.8 does not hold an Allowed Secured Claim, such Claim, if it becomes an Allowed Claim, shall be included in Class 4.

3. Address for Payment. Until further notice, all payments due the holder of an Allowed Class 1E.8 Claim shall be sent to the following address: **Santander, P.O. Box 961278, Fort Worth, TX 76161.**

4. Class 1E.8 is impaired under the Plan.

V. **CLASS 1F – Secured Claims.**

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

2. Except to the extent that the holder of an Allowed Secure Claim in Class 1F agrees to a different treatment, the holder of the Allowed Secured Claim in Class 1F shall, at the sole election of the Debtor (made prior to the Effective Date), receive one of the following treatments: (i) the Allowed Secured Claim shall be cured and reinstated pursuant to § 1124(2) of the Bankruptcy Code, and the Debtor shall fund all amounts and take all actions otherwise necessary to reinstate such Allowed Secured Claim, on or prior to the tenth (10<sup>th</sup>) Business Day following the Effective Date; (ii) the legal, equitable and contractual rights to which the holder of such Allowed Secured Claim is entitled shall remain unaltered; (iii) the surrender to the

holder of the Allowed Secured Claim of such property of the applicable Estate as may be security and collateral for its Claim; or (iv) the payment in Cash of the amount of such Allowed Secured Claim, as set forth in the Confirmation Order or other Final Order.

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

4. Class 1F is unimpaired under the Plan.

W. **CLASS 2 – Priority Claims.**

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

2. Class 2 is unimpaired under the Plan.

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

1. Class 3 consists of all Allowed Unsecured Claims against the Debtor of \$3,000 or less, including all Allowed Unsecured Claims whose holders elect to reduce their claim to \$1,500. Allowed Unsecured Claims in Class 3 shall be fully satisfied by Cash payment of the lesser of \$1,500 or the Allowed Amount of such Claim on the 10<sup>th</sup> Business Day after the Effective Date.

2. Class 3 is impaired under the Plan.

Y. **CLASS 4A – General Unsecured Claims.**

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

2. Each holder of an Allowed Unsecured Claim in Class 4A shall be paid by Reorganized Debtor from an unsecured creditor pool, which pool shall be funded at the rate of \$28,875.00 per quarter commencing in quarter 9 for the period of quarters 9 through 20. Each Allowed Class 4A Claim holder shall receive their *pro rata* distribution from the unsecured creditor pool. The first quarterly payment will be due on the twentieth (20<sup>th</sup>) day of the first full calendar month following the last day of the first quarter. Based upon the Debtor's projections it is estimated that each holder of an Allowed Class 4A Claim shall receive 100% of such Claim.

3. Class 4A is impaired under the Plan.

Z. **CLASS 4B – Subordinated Claims.**



1. Class 4B consists of the subordinated portion of the Allowed Unsecured Claims of Kevin Loper and Paula Loper against the Debtor. Kevin Loper and Paula Loper have agreed to subordinate their Allowed Claims of \$175,000 and \$180,000 respectively against the Debtor.
2. Each holder of an Allowed Unsecured Claim in Class 4B shall receive no distributions.
3. Class 4B is impaired under the Plan.

AA. **CLASS 5 – Interests.**

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

**ARTICLE VI**

**ACCEPTANCE OR REJECTION OF THE PLAN**

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

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

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

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

**ARTICLE VII**

**PLAN IMPLEMENTATION**

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

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

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

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

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

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

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

**ARTICLE VIII  
EXECUTORY CONTRACTS AND UNEXPIRED LEASES**

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

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

nature of the dispute no later than thirty (30) days after the Effective Date. If no such objection is timely filed by the Reorganized Debtor, the dispute is waived.

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

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

#### CONDITIONS TO CONSUMMATION

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

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

F. **Consummation Deadline.** The conditions precedent to consummation of the Plan shall be satisfied no later than 120 days after the Effective Date.

G. **Waiver of Conditions.** Each of the conditions set forth above may be waived in whole or in part by the Debtor in its sole and absolute discretion, without any notice to parties in interests or the Bankruptcy Court, and without a hearing. The Debtor's waiver of any one condition shall not be deemed a waiver of any other condition.

#### ARTICLE IX EFFECT OF CONFIRMATION

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

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

C. **Discharge.** The provisions of this Plan shall: (i) bind all Claimants and Interest holders, whether or not they accept this Plan, and (ii) discharge the Debtor in accordance with Section 1141 of the Bankruptcy Code from all Claims, claims, debts and liabilities that arose before the Petition Date, and from any Claims, claims, debts and liabilities, including, without limitation, any Claims, claims, debts and liabilities of a kind specified in Sections 502(g), 502(h) or 502(i) of

the Bankruptcy Code, that arose, or have been asserted against, the Debtor at any time before the entry of the Confirmation Order or that arises from any pre-Confirmation conduct of the Debtor, whether or not the Claims, claims, debts and liabilities are known or knowable by the Claimant or Interest holder. In addition, the distributions provided for under this Plan shall be in exchange for and in complete satisfaction, discharge, and release of all Claims against and Interests in the Debtor or any of its assets or properties, including any Claim or Interest accruing after the Petition Date and prior to the Effective Date.

**D. Injunction.**

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

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

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

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

**ARTICLE X  
JURISDICTION**

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

1. to consider and effect any modification of this Plan under § 1127 of the Bankruptcy Code;
2. to hear and determine all controversies, suits and disputes that arise in connection with the interpretation, implementation, effectuation, consummation or enforcement of this Plan;
3. to hear and determine all requests for compensation and/or reimbursement of expenses for the period commencing on the Petition Date through the Confirmation Date;
4. to hear and determine all objections to Claims and Interests, and to determine the appropriate classification of any Claim or Interest, and other controversies, suits and disputes that may be pending at or initiated after the Confirmation Date, except as provided in the Confirmation Order;
5. to hear and determine all claims that the Debtor, as debtor in possession *qua* trustee, could assert under the Bankruptcy Code;
6. to consider and act on such other matters consistent with this Plan as may be provided in the Confirmation Order;
7. to make such orders as are necessary and appropriate to carry out and implement the provisions of this Plan;
8. to approve the reasonableness of any payments made or to be made, within the meaning of § 1129(a)(4) of the Bankruptcy Code;
9. to exercise the jurisdiction granted pursuant to §§ 505(a) and (b) of the Bankruptcy Code to determine any and all federal, state, local and foreign tax liabilities of, and any and all refunds of such taxes paid by the Debtor;
10. to hear and determine any issues or matters in connection with any property not timely claimed as provided in this Plan;
11. to hear and determine any controversies with respect to any settlements approved by the Bankruptcy Court;
12. to determine any and all motions, applications, adversary proceedings and contested matters whether pending in the Case as of the Effective Date or brought subsequently by the Reorganized Debtor; and
13. to enter a final decree closing any or all Cases.

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

**ARTICLE XI  
MISCELLANEOUS**

- A. **Request for Relief Under Section 1129(b)**. In the event any Class of Creditors or Interests shall fail to accept this Plan in accordance with § 1129(a) of the Bankruptcy Code, the Debtor requests the Bankruptcy Court to confirm this Plan in accordance with the provisions of § 1129(b) of the Bankruptcy Code.
- B. **Modification**. The Debtor may alter, amend or modify this Plan under § 1127 of the Bankruptcy Code or as otherwise permitted by law prior to Confirmation. Further, the Reorganized Debtor may also seek to modify the Plan after Confirmation and prior to substantial consummation of the Plan so long as the treatment of the holders of Allowed Claims or Interests are not materially or adversely affected.
- C. **Headings**. All headings utilized in this Plan are for convenience and reference only, and shall not constitute a part of this Plan for any other purpose.
- D. **Due Authorization**. Each and every Claim and Interest holder who elects to participate in the distributions provided for herein warrant that such Claim or Interest holder is authorized to accept, in consideration of such Claim against or Interest in the Debtor, the distributions provided for in this Plan and that there are not outstanding commitments, agreements, or understandings, expressed or implied, that may or can in any way defeat or modify the rights conveyed or obligations undertaken by such Claim or Interest holder under this Plan.
- E. **Authorization of Corporate Action**. All matters and actions provided for under this Plan involving the structure of the Debtor or action to be taken by or required of the Debtor or Reorganized Debtor shall be deemed to have occurred and be effective as provided herein, and shall be deemed to be authorized and approved in all respects without any requirement for further action by the members or partners of the Debtor, as applicable.
- F. **Further Assurances and Authorizations**. The Debtor and/or the Reorganized Debtor, if and to the extent necessary, shall seek such orders, judgments, injunctions, and rulings that may be required to carry out further the intentions and purposes, and to give full effect to the provisions, of this Plan.
- G. **Applicable Law**. Except to the extent that the Bankruptcy Code or other federal law is applicable, the rights, duties and obligations arising under this Plan shall be governed by and construed and enforced in accordance with the internal laws of the State of Texas without reference to the laws of other jurisdictions.
- H. **Privileged Communications; Work Product**. For purposes of any proprietary, confidential or privileged information or communication, including attorney-client privileged communications, and documents that would otherwise constitute attorney work product, the Reorganized Debtor shall succeed to the interest of the Debtor and the Estate, to the extent provided by applicable law.
- I. **No Interest**. Except as expressly stated in this Plan, or allowed by the Bankruptcy Court, no interest, penalty or late charge is to be allowed on any Claim subsequent to the Filing Date.

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

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

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

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

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

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

**Lopek Companies, LLC**  
**729 3rd Avenue**  
**Dallas, TX 75226**  
**Attn.: Kevin Loper**

With a copy to:

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

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

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

R. **Unclaimed Property.** If any property distributed under the Plan by the Reorganized Debtor remains unclaimed for a period of two (2) years the initial date of the attempted delivery such unclaimed property shall be forfeited by the Claimant and the unclaimed property and the right to receive it shall revert to and vest in the Reorganized Debtor free and clear of any claims, rights or interests. The Reorganized Debtor, on the anniversary of the Effective date, shall file with the Bankruptcy Court a schedule that identifies the name and last-known address of all holders of unclaimed distributions.

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

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

Respectfully submitted,

Dated: June 20, 2017

*/s/ Kevin Loper*

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**Kevin Loper**  
Managing Member  
Lopez Companies, LLC



Presented by:

*/s/ Robert T. DeMarco*

**DeMarco•Mitchell, PLLC**

Robert T. DeMarco, Texas Bar No. 24014543

**Email** robert@demarcomitchell.com

Michael S. Mitchell, Texas Bar No. 00788065

**Email** mike@demarcomitchell.com

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

Plano, TX 75075

**T** 972-578-1400

**F** 972-346-6791

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

UNITED STATES BANKRUPTCY COURT  
 NORTHERN & EASTERN DISTRICTS OF TEXAS

*In re Lopek Companies*

Case No. 16-34818-bjh-11

Debtor

Small Business Case under Chapter 11

**SMALL BUSINESS MONTHLY OPERATING REPORT**


Month: February

Date Filed: 3/20/2017

Line of Business: General Construction

NAISC Code: 238390

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



Original Signature of Responsible Party

Kevin Loper

Printed Name of Responsible Party

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

**YES**      **NO**

- |   |   |   |
|---|---|---|
| 1. Is the business still operating?   | x |   |
| 2. Have you paid all your bills on time this month?   | x |   |
| 3. Did you pay your employees on time?  | x |   |
| 4. Have you deposited all the receipts for your business into the DIP account   | x |   |
| 5. Have you filed all of your tax returns and paid all of your taxes this month?  | x |   |
| 6. Have you timely filed all other required government filings?   | x |   |
| 7. Have you paid all of your insurance premiums this month?   | x |   |
| 8. Do you plan to continue to operate the business next month?  | x |   |
| 9. Are you current on your quarterly fee payment to the U.S. Trustee?   | x |   |
| 10. Have you paid anything to your attorney or other professionals this month?  |   | x |
| 11. Did you have any unusual or significant unanticipated expenses this month?  |   | x |
| 12. Has the business sold any goods or provided services or transferred any assets<br>business related to the DIP in any way? |   | x |
| 13. Do you have any bank accounts open other than the DIP account?  |   | x |

EXHIBIT "2"

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

**TAXES**

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

*(Exhibit A)*

**INCOME**

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

*(Exhibit B)*

**TOTAL INCOME**    \$108,107.06

**SUMMARY OF CASH ON HAND**

Cash on Hand at Start of Month	\$596.44
Cash on Hand at End of Month	<u>\$9,289.48</u>
Please provide the total amount of cash currently available to the debtor.	<u>\$16,500.09</u>

**EXPENSES**

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

*(Exhibit C)*

**TOTAL EXPENSES**    \$100,122.02

**CASH PROFIT**

Income for the month (Total from Exhibit B).	\$108,107.06
Expenses for the month (Total from Exhibit C).	<u>\$100,122.02</u>
<i>(Subtract Line C from Line B)</i>	
<b>CASH PROFIT FOR THE MONTH</b>	<b>\$7,985.04</b>

**UNPAID BILLS**

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

*(Exhibit D)*

**TOTAL PAYABLES**           \$18,023.78          

**MONEY OWED TO YOU**

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

*(Exhibit E)*

**TOTAL RECEIVABLES**           \$33,304.04          

**BANKING INFORMATION**

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

*(Exhibit F)*

**EMPLOYEES**

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

**PROFESSIONAL FEES**

*BANKRUPTCY RELATED:*

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

*NON-BANKRUPTCY RELATED:*

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

### PROJECTIONS

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

	Projected	Actual	Difference
INCOME	\$150,000.00	\$108,107.06	\$41,892.94
EXPENSE	\$132,000.00	\$100,122.02	\$31,877.98
CASH PROFIT	\$18,000.00	\$7,985.04	\$10,014.96
Total projected income for the next month:			\$150,000.00
Total projected expenses for the next month:			\$120,000.00
Total projected cash profit for the next month:			\$30,000.00

### ADDITIONAL INFORMATION

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

B 25C (Official Form 25C) (12.08)

# UNITED STATES BANKRUPTCY COURT

Northern & Eastern Districts of Texas



In re Lopek Companies

Case No. 16-34818-bjh-11

*Debtor*

Small Business Case under Chapter 11

## SMALL BUSINESS MONTHLY OPERATING REPORT

Month: March

Date filed: 04/21/2017

Line of Business: General Construction

NAISC Code: 238390

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

RESPONSIBLE PARTY:

Original Signature of Responsible Party

Kevin Loper

Printed Name of Responsible Party

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

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

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

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

**TAXES**

DO YOU HAVE ANY PAST DUE TAX RETURNS OR PAST DUE POST-PETITION TAX OBLIGATIONS?

IF YES, PLEASE PROVIDE A WRITTEN EXPLANATION INCLUDING WHEN SUCH RETURNS WILL BE FILED, OR WHEN SUCH PAYMENTS WILL BE MADE AND THE SOURCE OF THE FUNDS FOR THE PAYMENT.

*(Exhibit A)*

**INCOME**

PLEASE SEPARATELY LIST ALL OF THE INCOME YOU RECEIVED FOR THE MONTH. THE LIST SHOULD INCLUDE ALL INCOME FROM CASH AND CREDIT TRANSACTIONS. *(THE U.S. TRUSTEE MAY WAIVE THIS REQUIREMENT.)*

**TOTAL INCOME** \$ 131,587.31

**SUMMARY OF CASH ON HAND**

Cash on Hand at Start of Month \$ 9,289.48  
 Cash on Hand at End of Month \$ 7,194.37

PLEASE PROVIDE THE TOTAL AMOUNT OF CASH CURRENTLY AVAILABLE TO YOU **TOTAL** \$ 10,079.05

*(Exhibit B)*

**EXPENSES**

PLEASE SEPARATELY LIST ALL EXPENSES PAID BY CASH OR BY CHECK FROM YOUR BANK ACCOUNTS THIS MONTH. INCLUDE THE DATE PAID, WHO WAS PAID THE MONEY, THE PURPOSE AND THE AMOUNT. *(THE U.S. TRUSTEE MAY WAIVE THIS REQUIREMENT.)*

**TOTAL EXPENSES** \$ 132,032.50

*(Exhibit C)*

**CASH PROFIT**

INCOME FOR THE MONTH *(TOTAL FROM EXHIBIT B)* \$ 131,587.31  
 EXPENSES FOR THE MONTH *(TOTAL FROM EXHIBIT C)* \$ 132,032.50  
*(Subtract Line C from Line B)* **CASH PROFIT FOR THE MONTH** \$ -445.19

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

**UNPAID BILLS**

PLEASE ATTACH A LIST OF ALL DEBTS (INCLUDING TAXES) WHICH YOU HAVE INCURRED SINCE THE DATE YOU FILED BANKRUPTCY BUT HAVE NOT PAID. THE LIST MUST INCLUDE THE DATE THE DEBT WAS INCURRED, WHO IS OWED THE MONEY, THE PURPOSE OF THE DEBT AND WHEN THE DEBT IS DUE. *(THE U.S. TRUSTEE MAY WAIVE THIS REQUIREMENT.)*

**TOTAL PAYABLES \$ 16,850.00**

*(Exhibit D)*

**MONEY OWED TO YOU**

PLEASE ATTACH A LIST OF ALL AMOUNTS OWED TO YOU BY YOUR CUSTOMERS FOR WORK YOU HAVE DONE OR THE MERCHANDISE YOU HAVE SOLD. YOU SHOULD INCLUDE WHO OWES YOU MONEY, HOW MUCH IS OWED AND WHEN IS PAYMENT DUE. *(THE U.S. TRUSTEE MAY WAIVE THIS REQUIREMENT.)*

**TOTAL RECEIVABLES \$ 43,637.46**

*(Exhibit E)*

**BANKING INFORMATION**

PLEASE ATTACH A COPY OF YOUR LATEST BANK STATEMENT FOR EVERY ACCOUNT YOU HAVE AS OF THE DATE OF THIS FINANCIAL REPORT OR HAD DURING THE PERIOD COVERED BY THIS REPORT.

*(Exhibit F)*

**EMPLOYEES**

NUMBER OF EMPLOYEES WHEN THE CASE WAS FILED? 0  
 NUMBER OF EMPLOYEES AS OF THE DATE OF THIS MONTHLY REPORT? 0

**PROFESSIONAL FEES**

*BANKRUPTCY RELATED:*

PROFESSIONAL FEES RELATING TO THE BANKRUPTCY CASE PAID DURING THIS REPORTING PERIOD? \$ 0.00

TOTAL PROFESSIONAL FEES RELATING TO THE BANKRUPTCY CASE PAID SINCE THE FILING OF THE CASE? \$ 0.00

*NON-BANKRUPTCY RELATED:*

PROFESSIONAL FEES NOT RELATING TO THE BANKRUPTCY CASE PAID DURING THIS REPORTING PERIOD? \$ 0.00

TOTAL PROFESSIONAL FEES NOT RELATING TO THE BANKRUPTCY CASE PAID SINCE THE FILING OF THE CASE? \$ 0.00



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

**PROJECTIONS**

COMPARE YOUR ACTUAL INCOME AND EXPENSES TO THE PROJECTIONS FOR THE FIRST 180 DAYS OF YOUR CASE PROVIDED AT THE INITIAL DEBTOR INTERVIEW.

		Projected		Actual		Difference
INCOME	\$	150,000.00	\$	131,587.31	\$	18,412.69
EXPENSES	\$	120,000.00	\$	132,032.50	\$	-12,032.50
CASH PROFIT	\$	30,000.00	\$	-445.19	\$	29,554.81

TOTAL PROJECTED INCOME FOR THE NEXT MONTH:			\$	120,000.00
TOTAL PROJECTED EXPENSES FOR THE NEXT MONTH:			\$	80,000.00
TOTAL PROJECTED CASH PROFIT FOR THE NEXT MONTH:			\$	40,000.00

**ADDITIONAL INFORMATION**

PLEASE ATTACH ALL FINANCIAL REPORTS INCLUDING AN INCOME STATEMENT AND BALANCE SHEET WHICH YOU PREPARE INTERNALLY.

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

# UNITED STATES BANKRUPTCY COURT

Northwestern & Eastern Districts of Texas ▼

In re **Lopek Companies**

Case No. 16-34818-bjh-11

*Debtor*

Small Business Case under Chapter 11

## SMALL BUSINESS MONTHLY OPERATING REPORT

Month: April

Date filed: 05/23/2017

Line of Business: General Construction

NAISC Code: 238390

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

RESPONSIBLE PARTY:



Original Signature of Responsible Party

Kevin Loper

Printed Name of Responsible Party

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

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

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

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

**TAXES**

DO YOU HAVE ANY PAST DUE TAX RETURNS OR PAST DUE POST-PETITION TAX OBLIGATIONS?

IF YES, PLEASE PROVIDE A WRITTEN EXPLANATION INCLUDING WHEN SUCH RETURNS WILL BE FILED, OR WHEN SUCH PAYMENTS WILL BE MADE AND THE SOURCE OF THE FUNDS FOR THE PAYMENT.

*(Exhibit A)*

**INCOME**

PLEASE SEPARATELY LIST ALL OF THE INCOME YOU RECEIVED FOR THE MONTH. THE LIST SHOULD INCLUDE ALL INCOME FROM CASH AND CREDIT TRANSACTIONS. *(THE U.S. TRUSTEE MAY WAIVE THIS REQUIREMENT.)*

**TOTAL INCOME** \$ 72,846.40

**SUMMARY OF CASH ON HAND**

Cash on Hand at Start of Month \$ 7,194.37

Cash on Hand at End of Month \$ 802.98

PLEASE PROVIDE THE TOTAL AMOUNT OF CASH CURRENTLY AVAILABLE TO YOU **TOTAL** \$ 0.00

*(Exhibit B)*

**EXPENSES**

PLEASE SEPARATELY LIST ALL EXPENSES PAID BY CASH OR BY CHECK FROM YOUR BANK ACCOUNTS THIS MONTH. INCLUDE THE DATE PAID, WHO WAS PAID THE MONEY, THE PURPOSE AND THE AMOUNT. *(THE U.S. TRUSTEE MAY WAIVE THIS REQUIREMENT.)*

**TOTAL EXPENSES** \$ 79,387.78

*(Exhibit C)*

**CASH PROFIT**

INCOME FOR THE MONTH *(TOTAL FROM EXHIBIT B)* \$ 72,846.40

EXPENSES FOR THE MONTH *(TOTAL FROM EXHIBIT C)* \$ 79,387.78

*(Subtract Line C from Line B)* **CASH PROFIT FOR THE MONTH** \$ -6,541.38

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

**UNPAID BILLS**

PLEASE ATTACH A LIST OF ALL DEBTS (INCLUDING TAXES) WHICH YOU HAVE INCURRED SINCE THE DATE YOU FILED BANKRUPTCY BUT HAVE NOT PAID. THE LIST MUST INCLUDE THE DATE THE DEBT WAS INCURRED, WHO IS OWED THE MONEY, THE PURPOSE OF THE DEBT AND WHEN THE DEBT IS DUE. *(THE U.S. TRUSTEE MAY WAIVE THIS REQUIREMENT.)*

**TOTAL PAYABLES** \$ 11,800.00

*(Exhibit D)*

**MONEY OWED TO YOU**

PLEASE ATTACH A LIST OF ALL AMOUNTS OWED TO YOU BY YOUR CUSTOMERS FOR WORK YOU HAVE DONE OR THE MERCHANDISE YOU HAVE SOLD. YOU SHOULD INCLUDE WHO OWES YOU MONEY, HOW MUCH IS OWED AND WHEN IS PAYMENT DUE. *(THE U.S. TRUSTEE MAY WAIVE THIS REQUIREMENT.)*

**TOTAL RECEIVABLES** \$ 58,131.33

*(Exhibit E)*

**BANKING INFORMATION**

PLEASE ATTACH A COPY OF YOUR LATEST BANK STATEMENT FOR EVERY ACCOUNT YOU HAVE AS OF THE DATE OF THIS FINANCIAL REPORT OR HAD DURING THE PERIOD COVERED BY THIS REPORT.

*(Exhibit F)*

**EMPLOYEES**

NUMBER OF EMPLOYEES WHEN THE CASE WAS FILED? 0  
 NUMBER OF EMPLOYEES AS OF THE DATE OF THIS MONTHLY REPORT? 0

**PROFESSIONAL FEES**

*BANKRUPTCY RELATED:*

PROFESSIONAL FEES RELATING TO THE BANKRUPTCY CASE PAID DURING THIS REPORTING PERIOD? \$ 0.00

TOTAL PROFESSIONAL FEES RELATING TO THE BANKRUPTCY CASE PAID SINCE THE FILING OF THE CASE? \$ 0.00

*NON-BANKRUPTCY RELATED:*

PROFESSIONAL FEES NOT RELATING TO THE BANKRUPTCY CASE PAID DURING THIS REPORTING PERIOD? \$ 0.00

TOTAL PROFESSIONAL FEES NOT RELATING TO THE BANKRUPTCY CASE PAID SINCE THE FILING OF THE CASE? \$ 0.00

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

**PROJECTIONS**

COMPARE YOUR ACTUAL INCOME AND EXPENSES TO THE PROJECTIONS FOR THE FIRST 180 DAYS OF YOUR CASE PROVIDED AT THE INITIAL DEBTOR INTERVIEW.

		Projected		Actual		Difference
INCOME	\$	120,000.00	\$	72,846.40	\$	47,153.60
EXPENSES	\$	80,000.00	\$	79,387.78	\$	612.22
CASH PROFIT	\$	40,000.00	\$	-6,541.38	\$	46,541.38

TOTAL PROJECTED INCOME FOR THE NEXT MONTH:					\$	120,000.00
TOTAL PROJECTED EXPENSES FOR THE NEXT MONTH:					\$	80,000.00
TOTAL PROJECTED CASH PROFIT FOR THE NEXT MONTH:					\$	40,000.00

**ADDITIONAL INFORMATION**

**PLEASE ATTACH ALL FINANCIAL REPORTS INCLUDING AN INCOME STATEMENT AND BALANCE SHEET WHICH YOU PREPARE INTERNALLY.**

	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month 10	Month 11	Month 12	Summary	
<b>Income</b>														
4010 - Sales	127,946.80	127,946.80	127,946.80	127,946.80	127,946.80	127,946.80	127,946.80	127,946.80	127,946.80	127,946.80	127,946.80	127,946.80	148,204.95	1,555,619.75
6125 - Cash Discounts	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>Total Income</b>	127,946.80	127,946.80	127,946.80	127,946.80	127,946.80	127,946.80	127,946.80	127,946.80	127,946.80	127,946.80	127,946.80	127,946.80	148,204.95	1,555,619.75
<b>Cost of Goods Sold</b>														
5000 - Cost of Goods Sold	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
6265 - Freight Expense	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
6334 - Salaries - Direct	48,032.89	48,032.89	48,032.89	48,032.89	48,032.89	48,032.89	48,032.89	48,032.89	48,032.89	48,032.89	48,032.89	48,032.89	46,559.41	574,921.20
6460 - Payroll Tax - Direct	8,416.04	8,416.04	8,416.04	8,416.04	8,416.04	8,416.04	8,416.04	8,416.04	8,416.04	8,416.04	8,416.04	8,416.04	1,350.00	93,926.44
6580 - Simple IRA - Direct	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>Total COGS</b>	56,448.92	56,448.92	56,448.92	56,448.92	56,448.92	56,448.92	56,448.92	56,448.92	56,448.92	56,448.92	56,448.92	56,448.92	47,909.41	668,847.53
	71,497.88	71,497.88	71,497.88	71,497.88	71,497.88	71,497.88	71,497.88	71,497.88	71,497.88	71,497.88	71,497.88	71,497.88	100,295.55	886,772.23
<b>Expense</b>														
6020 - Alarm Monitoring	250.00	250.00	250.00	250.00	250.00	250.00	250.00	250.00	250.00	250.00	250.00	250.00	250.00	3,000.00
6120 - Bank Service Charges	35.00	35.00	35.00	35.00	35.00	35.00	35.00	35.00	35.00	35.00	35.00	35.00	35.00	420.00
6133 - Computer Service	775.00	775.00	775.00	775.00	775.00	775.00	775.00	775.00	775.00	775.00	775.00	775.00	775.00	9,300.00
6180 - Insurance	775.00	775.00	775.00	775.00	775.00	775.00	775.00	775.00	775.00	775.00	775.00	775.00	775.00	9,300.00
6185 - Liability Insurance	1,600.00	1,600.00	1,600.00	1,600.00	1,600.00	1,600.00	1,600.00	1,600.00	1,600.00	1,600.00	1,600.00	1,600.00	1,600.00	19,200.00
6420 - Work Comp	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>Total 6180 - Insurance</b>	2,375.00	2,375.00	2,375.00	2,375.00	2,375.00	2,375.00	2,375.00	2,375.00	2,375.00	2,375.00	2,375.00	2,375.00	2,375.00	28,500.00
6255 - Overhead Expense	4,100.00	4,100.00	4,100.00	4,100.00	4,100.00	4,100.00	4,100.00	4,100.00	4,100.00	4,100.00	4,100.00	4,100.00	4,100.00	49,200.00
6270 - Professional Fees	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
6280 - Legal Fees	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
6650 - Accounting	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>Total 6270 - Professional Fees</b>	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
6290 - Rent	13,500.00	13,500.00	13,500.00	13,500.00	13,500.00	13,500.00	13,500.00	13,500.00	13,500.00	13,500.00	13,500.00	13,500.00	13,500.00	162,000.00
6300 - Repairs	550.00	550.00	550.00	550.00	550.00	550.00	550.00	550.00	550.00	550.00	550.00	550.00	550.00	6,600.00
6310 - Building Repairs	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>Total 6300 - Repairs</b>	550.00	550.00	550.00	550.00	550.00	550.00	550.00	550.00	550.00	550.00	550.00	550.00	550.00	6,600.00
6332 - Salaries	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
6333 - Salaries - Admin	28,083.46	28,083.46	28,083.46	28,083.46	28,083.46	28,083.46	28,083.46	28,083.46	28,083.46	28,083.46	28,083.46	28,083.46	29,420.77	338,338.82
<b>Total 6332 - Salaries</b>	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	29,420.77	29,420.77
6340 - Telephone	476.35	476.35	476.35	476.35	476.35	476.35	476.35	476.35	476.35	476.35	476.35	476.35	476.35	5,716.20
6350 - Travel & Ent	22,500.00	22,500.00	22,500.00	22,500.00	22,500.00	22,500.00	22,500.00	22,500.00	22,500.00	22,500.00	22,500.00	22,500.00	22,500.00	270,000.00
6375 - Office Meals (100%) Deductible	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
6380 - Travel	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>Total 6350 - Travel &amp; Ent</b>	22,500.00	22,500.00	22,500.00	22,500.00	22,500.00	22,500.00	22,500.00	22,500.00	22,500.00	22,500.00	22,500.00	22,500.00	22,500.00	270,000.00
6390 - Utilities	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
6400 - Gas and Electric	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	120,000.00
<b>Total 6390 - Utilities</b>	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	120,000.00
6450 - Payroll Tax Expense	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
6455 - Payroll Tax - Admin	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
6450 - Payroll Tax Expense - Other	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>Total 6450 - Payroll Tax Expense</b>	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
6550 - Office Supplies & Expense	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00	24,000.00
6560 - Payroll Expenses	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
6570 - Simple IRA Company	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
6575 - Simple IRA - Admin	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>Total 6570 - Simple IRA Company</b>	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
6820 - Taxes	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
6850 - Property	2,365.00	2,365.00	2,365.00	2,365.00	2,365.00	2,365.00	2,365.00	2,365.00	2,365.00	2,365.00	2,365.00	2,365.00	2,365.00	28,380.00
<b>Total 6820 - Taxes</b>	2,365.00	2,365.00	2,365.00	2,365.00	2,365.00	2,365.00	2,365.00	2,365.00	2,365.00	2,365.00	2,365.00	2,365.00	2,365.00	28,380.00
<b>Total Expense</b>	58,926.35	58,926.35	58,926.35	58,926.35	58,926.35	58,926.35	58,926.35	58,926.35	58,926.35	58,926.35	58,926.35	58,926.35	88,347.12	736,536.97
<b>Net Ordinary Income Before Plan Payments</b>	12,571.53	12,571.53	12,571.53	12,571.53	12,571.53	12,571.53	12,571.53	12,571.53	12,571.53	12,571.53	12,571.53	12,571.53	11,948.43	150,235.26

**Retire Creditor Debt Expense**

CLASS	CREDITOR	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month 10	Month 11	Month 12	Summary
1B	BB&T	5,055.79	5,055.79	5,055.79	5,055.79	5,055.79	5,055.79	5,055.79	5,055.79	5,055.79	5,055.79	5,055.79	5,055.79	60,669.48
1C	Comerica	889.80	889.80	889.80	889.80	889.80	889.80	889.80	889.80	889.80	889.80	889.80	889.80	10,677.60
1D1	Ally	154.63	154.63	154.63	154.63	154.63	154.63	154.63	154.63	154.63	154.63	154.63	154.63	1,855.56
1D2	Ally	109.15	109.15	109.15	109.15	109.15	109.15	109.15	109.15	109.15	109.15	109.15	109.15	1,309.80
1D3	Ally	200.11	200.11	200.11	200.11	200.11	200.11	200.11	200.11	200.11	200.11	200.11	200.11	2,401.32

EXHIBIT "3"

1D4	Ally	145.53	145.53	145.53	145.53	145.53	145.53	145.53	145.53	145.53	145.53	145.53	145.53	1,746.36
1D5	Ally	291.07	291.07	291.07	291.07	291.07	291.07	291.07	291.07	291.07	291.07	291.07	291.07	3,492.84
1D6	Ally	145.53	145.53	145.53	145.53	145.53	145.53	145.53	145.53	145.53	145.53	145.53	145.53	1,746.36
1D7	Ally	291.07	291.07	291.07	291.07	291.07	291.07	291.07	291.07	291.07	291.07	291.07	291.07	3,492.84
1D8	Ally	291.07	291.07	291.07	291.07	291.07	291.07	291.07	291.07	291.07	291.07	291.07	291.07	3,492.84
1D9	Ally	291.07	291.07	291.07	291.07	291.07	291.07	291.07	291.07	291.07	291.07	291.07	291.07	3,492.84
1D10	Ally	236.49	236.49	236.49	236.49	236.49	236.49	236.49	236.49	236.49	236.49	236.49	236.49	2,837.88
1E1	Santander	254.68	254.68	254.68	254.68	254.68	254.68	254.68	254.68	254.68	254.68	254.68	254.68	3,056.16
1E2	Santander	154.63	154.63	154.63	154.63	154.63	154.63	154.63	154.63	154.63	154.63	154.63	154.63	1,855.56
1E3	Santander	209.21	209.21	209.21	209.21	209.21	209.21	209.21	209.21	209.21	209.21	209.21	209.21	2,510.52
1E4	Santander	272.88	272.88	272.88	272.88	272.88	272.88	272.88	272.88	272.88	272.88	272.88	272.88	3,274.56
1E5	Santander	309.26	309.26	309.26	309.26	309.26	309.26	309.26	309.26	309.26	309.26	309.26	309.26	3,711.12
1E6	Santander	291.07	291.07	291.07	291.07	291.07	291.07	291.07	291.07	291.07	291.07	291.07	291.07	3,492.84
1E7	Santander	218.30	218.30	218.30	218.30	218.30	218.30	218.30	218.30	218.30	218.30	218.30	218.30	2,619.60
1E8	Santander	181.92	181.92	181.92	181.92	181.92	181.92	181.92	181.92	181.92	181.92	181.92	181.92	2,183.04
1F	Misc. Secured Claims	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2	Priority Claims	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2.00
3	Administrative Copvenience	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	3.00
4A	General Unsecured Claims	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
4B	Subordinated Claims	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>Total Plan Repayment</b>		<b>9,993.26</b>	<b>9,993.26</b>	<b>9,993.26</b>	<b>9,993.26</b>	<b>9,993.26</b>	<b>9,993.26</b>	<b>9,993.26</b>	<b>9,993.26</b>	<b>9,993.26</b>	<b>9,993.26</b>	<b>9,993.26</b>	<b>9,993.26</b>	<b>119,919.12</b>
<b>Net Ordinary Income After Plan Payments</b>		<b>2,578.27</b>	<b>2,578.27</b>	<b>2,578.27</b>	<b>2,578.27</b>	<b>2,578.27</b>	<b>2,578.27</b>	<b>2,578.27</b>	<b>2,578.27</b>	<b>2,578.27</b>	<b>2,578.27</b>	<b>2,578.27</b>	<b>1,955.17</b>	<b>30,316.14</b>

	Q5	Q6	Q7	Q8	Year 2 Summary
<b>Ordinary Income/Expense</b>					
<b>Income</b>					
4010 · Sales	385,550.05	364,865.02	385,131.07	399,815.47	1,535,361.61
6125 · Cash Discounts					0.00
<b>Total Income</b>	385,550.05	364,865.02	385,131.07	399,815.47	1,535,361.61
<b>Cost of Goods Sold</b>					
5000 · Cost of Goods Sold					0.00
6265 · Freight Expense					0.00
6334 · Salaries - Direct	157,360.00	139,678.22	139,678.22	139,678.22	576,394.66
6460 · Payroll Tax - Direct	26,751.00	23,745.12	23,745.12	26,751.20	100,992.44
6580 · Simple IRA - Direct					0.00
<b>Total COGS</b>	184,111.00	163,423.34	163,423.34	166,429.42	677,387.10
<b>Gross Profit</b>	201,439.05	201,441.68	221,707.73	233,386.05	857,974.51
<b>Expense</b>					
6020 · Alarm Monitoring	750.00	750.00	750.00	750.00	3,000.00
6120 · Bank Service Charges	105.00	105.00	105.00	105.00	420.00
6133 · Computer Service	2,325.00	2,325.00	2,325.00	2,325.00	9,300.00
6180 · Insurance	2,325.00	2,325.00	2,325.00	2,325.00	9,300.00
6185 · Liability Insurance	4,800.00	4,800.00	4,800.00	4,800.00	19,200.00
6420 · Work Comp					0.00
<b>Total 6180 · Insurance</b>	7,125.00	7,125.00	7,125.00	7,125.00	28,500.00
6255 · Overhead Expense	12,300.00	12,300.00	12,300.00	12,300.00	49,200.00
6270 · Professional Fees					
6280 · Legal Fees	0.00	0.00	0.00	0.00	0.00
6650 · Accounting					0.00
<b>Total 6270 · Professional Fees</b>	0.00	0.00	0.00	0.00	0.00
6290 · Rent	40,500.00	40,500.00	40,500.00	40,500.00	162,000.00
6300 · Repairs	1,650.00	1,650.00	1,650.00	1,650.00	6,600.00
6310 · Building Repairs					0.00
<b>Total 6300 · Repairs</b>	1,650.00	1,650.00	1,650.00	1,650.00	6,600.00
6332 · Salaries					
6333 · Salaries - Admin	80,238.45	80,238.45	88,262.30	88,262.30	337,001.49
<b>Total 6332 · Salaries</b>					0.00
6340 · Telephone	1,429.05	1,429.05	1,429.05	1,429.05	5,716.20
6350 · Travel & Ent	67,500.00	67,500.00	67,500.00	67,500.00	270,000.00
6375 · Office Meals (100%) Deductible					0.00
6380 · Travel					0.00
<b>Total 6350 · Travel &amp; Ent</b>	67,500.00	67,500.00	67,500.00	67,500.00	270,000.00
6390 · Utilities					
6400 · Gas and Electric	30,000.00	30,000.00	30,000.00	30,000.00	120,000.00
<b>Total 6390 · Utilities</b>	30,000.00	30,000.00	30,000.00	30,000.00	120,000.00
6450 · Payroll Tax Expense					
6455 · Payroll Tax - Admin					0.00
6450 · Payroll Tax Expense - Other					0.00
<b>Total 6450 · Payroll Tax Expense</b>	0.00	0.00	0.00	0.00	0.00
6550 · Office Supplies & Expense	6,000.00	6,000.00	6,000.00	6,000.00	24,000.00
6560 · Payroll Expenses					0.00



<b>6570 - Simple IRA Company</b>						
	6575 - Simple IRA - Admin					0.00
	<b>Total 6570 - Simple IRA Company</b>	0.00	0.00	0.00	0.00	0.00
<b>6820 - Taxes</b>						
	6850 - Property	7,095.00	7,095.00	7,095.00	7,095.00	28,380.00
	<b>Total 6820 - Taxes</b>	7,095.00	7,095.00	7,095.00	7,095.00	28,380.00
	<b>Total Expense</b>	<b>176,779.05</b>	<b>176,779.05</b>	<b>176,779.05</b>	<b>176,779.05</b>	<b>707,116.20</b>
	<b>Net Ordinary Income</b>	24,660.00	24,662.63	44,928.68	56,607.00	150,858.31
	<b>Net Income before Ch 11 Payments</b>	<b>24,660.00</b>	<b>24,662.63</b>	<b>44,928.68</b>	<b>56,607.00</b>	<b>150,858.31</b>
<b>Retire Creditor Debt Expense</b>						
<b>CLASS</b>	<b>CREDITOR</b>					
1B	BB&T	15,167.37	15,167.37	15,167.37	15,167.37	60,669.48
1C	Comerica	2,669.40	2,669.40	2,669.40	2,669.40	10,677.60
1D1	Ally	463.89	463.89	463.89	463.89	1,855.56
1D2	Ally	327.45	327.45	327.45	327.45	1,309.80
1D3	Ally	600.33	600.33	600.33	600.33	2,401.32
1D4	Ally	436.59	436.59	436.59	436.59	<b>1,746.36</b>
1D5	Ally	873.21	873.21	873.21	873.21	3,492.84
1D6	Ally	436.59	436.59	436.59	436.59	1,746.36
1D7	Ally	873.21	873.21	873.21	873.21	3,492.84
1D8	Ally	873.21	873.21	873.21	873.21	3,492.84
1D9	Ally	873.21	873.21	873.21	873.21	3,492.84
1D10	Ally	709.47	709.47	709.47	709.47	2,837.88
1E1	Santander	764.04	764.04	764.04	764.04	3,056.16
1E2	Santander	463.89	463.89	463.89	463.89	1,855.56
1E3	Santander	627.63	627.63	627.63	627.63	2,510.52
1E4	Santander	818.64	818.64	818.64	818.64	3,274.56
1E5	Santander	927.78	927.78	927.78	927.78	3,711.12
1E6	Santander	873.21	873.21	873.21	873.21	3,492.84
1E7	Santander	654.90	654.90	654.90	654.90	2,619.60
1E8	Santander	545.76	545.76	545.76	545.76	2,183.04
1F	Misc. Secured Claims	0.00	0.00	0.00	0.00	0.00
2	Priority Claims	0.00	0.00	0.00	0.00	0.00
3	Administrative Copnvenience	0.00	0.00	0.00	0.00	0.00
4A	General Unsecured Claims	0.00	0.00	0.00	0.00	0.00
4B	Subordinated Claims	0.00	0.00	0.00	0.00	0.00
	<b>Total Plan Repayment</b>	<b>29,979.78</b>	<b>29,979.78</b>	<b>29,979.78</b>	<b>29,979.78</b>	<b>119,919.12</b>
	<b>Net Income after Plan Payments</b>	<b>-5,319.78</b>	<b>-5,317.15</b>	<b>14,948.90</b>	<b>26,627.22</b>	<b>30,939.19</b>

	Q9	Q10	Q11	Q12	Year 3 Summary
<b>Ordinary Income/Expense</b>					
<b>Income</b>					
4010 · Sales	444,614.86	423,794.86	457,670.58	456,368.58	1,782,448.88
6125 · Cash Discounts					0.00
<b>Total Income</b>	444,614.86	423,794.86	457,670.58	456,368.58	1,782,448.88
<b>Cost of Goods Sold</b>					
5000 · Cost of Goods Sold					0.00
6265 · Freight Expense					0.00
6334 · Salaries - Direct	139,678.22	139,678.22	146,662.13	146,662.13	572,680.70
6460 · Payroll Tax - Direct	4,050.00	4,050.00	4,050.00	4,050.00	16,200.00
6580 · Simple IRA - Direct					
<b>Total COGS</b>	143,728.22	143,728.22	150,712.13	150,712.13	588,880.70
<b>Gross Profit</b>	300,886.64	280,066.64	306,958.45	305,656.45	1,193,568.18
<b>Expense</b>					
6020 · Alarm Monitoring	750.00	750.00	750.00	750.00	3,000.00
6120 · Bank Service Charges	105.00	105.00	105.00	105.00	420.00
6133 · Computer Service	2,325.00	2,325.00	2,325.00	2,325.00	9,300.00
6180 · Insurance	2,325.00	2,325.00	2,325.00	2,325.00	9,300.00
6185 · Liability Insurance	4,800.00	4,800.00	4,800.00	4,800.00	19,200.00
6420 · Work Comp	0.00	0.00	0.00	0.00	0.00
<b>Total 6180 · Insurance</b>	7,125.00	7,125.00	7,125.00	7,125.00	28,500.00
6255 · Overhead Expense	12,300.00	12,300.00	12,300.00	12,300.00	49,200.00
6270 · Professional Fees					
6280 · Legal Fees	0.00	0.00	0.00	0.00	0.00
6650 · Accounting	0.00	0.00	0.00	0.00	0.00
<b>Total 6270 · Professional Fees</b>	0.00	0.00	0.00	0.00	0.00
6290 · Rent	40,500.00	40,500.00	40,500.00	40,500.00	28,590.00
6300 · Repairs	1,650.00	1,650.00	1,650.00	1,650.00	6,600.00
6310 · Building Repairs	0.00	0.00	0.00	0.00	0.00
<b>Total 6300 · Repairs</b>	1,650.00	1,650.00	1,650.00	1,650.00	6,600.00
6332 · Salaries					
6333 · Salaries - Admin	88,262.30	88,262.30	97,088.53	97,088.53	370,701.66
<b>Total 6332 · Salaries</b>	88,262.30	88,262.30	97,088.53	97,088.53	370,701.66
6340 · Telephone	1,429.05	1,429.05	1,429.05	1,429.05	5,716.20
6350 · Travel & Ent	67,500.00	67,500.00	67,500.00	67,500.00	270,000.00
6375 · Office Meals (100%) Deductible	0.00				0.00
6380 · Travel	0.00				0.00
<b>Total 6350 · Travel &amp; Ent</b>	67,500.00	67,500.00	67,500.00	67,500.00	270,000.00
6390 · Utilities					
6400 · Gas and Electric	30,000.00	30,000.00	30,000.00	30,000.00	120,000.00
<b>Total 6390 · Utilities</b>	30,000.00	30,000.00	30,000.00	30,000.00	120,000.00
6450 · Payroll Tax Expense					
6455 · Payroll Tax - Admin	0.00				0.00
6450 · Payroll Tax Expense - Other	0.00				0.00
<b>Total 6450 · Payroll Tax Expense</b>	0.00	0.00	0.00	0.00	0.00
6550 · Office Supplies & Expense	6,000.00	600.00	6,000.00	6,000.00	18,600.00
6560 · Payroll Expenses	0.00				0.00

<b>6570 - Simple IRA Company</b>					
	6575 - Simple IRA - Admin	0.00			0.00
	<b>Total 6570 - Simple IRA Company</b>	0.00	0.00	0.00	0.00
<b>6820 - Taxes</b>					
	6850 - Property	7,095.00	7,095.00	7,095.00	28,380.00
	<b>Total 6820 - Taxes</b>	7,095.00	7,095.00	7,095.00	28,380.00
	<b>Total Expense</b>	<b>265,041.35</b>	<b>259,641.35</b>	<b>273,867.58</b>	<b>1,072,417.86</b>
	<b>Net Ordinary Income</b>	35,845.29	20,425.29	33,090.87	121,150.32
	<b>Net Income before Ch 11 Payments</b>	<b>35,845.29</b>	<b>20,425.29</b>	<b>33,090.87</b>	<b>121,150.32</b>
<b>Retire Creditor Debt Expense</b>					
<b>CLASS</b>	<b>CREDITOR</b>				
1B	BB&T	0.00	0.00	0.00	0.00
1C	Comerica	0.00	0.00	0.00	0.00
1D1	Ally	0.00	0.00	0.00	0.00
1D2	Ally	0.00	0.00	0.00	0.00
1D3	Ally	0.00	0.00	0.00	0.00
1D4	Ally	0.00	0.00	0.00	0.00
1D5	Ally	0.00	0.00	0.00	0.00
1D6	Ally	0.00	0.00	0.00	0.00
1D7	Ally	0.00	0.00	0.00	0.00
1D8	Ally	0.00	0.00	0.00	0.00
1D9	Ally	0.00	0.00	0.00	0.00
1D10	Ally	0.00	0.00	0.00	0.00
1E1	Santander	0.00	0.00	0.00	0.00
1E2	Santander	0.00	0.00	0.00	0.00
1E3	Santander	0.00	0.00	0.00	0.00
1E4	Santander	0.00	0.00	0.00	0.00
1E5	Santander	0.00	0.00	0.00	0.00
1E6	Santander	0.00	0.00	0.00	0.00
1E7	Santander	0.00	0.00	0.00	0.00
1E8	Santander	0.00	0.00	0.00	0.00
1F	Misc. Secured Claims	0.00	0.00	0.00	0.00
2	Priority Claims	0.00	0.00	0.00	0.00
3	Administrative Copnvenience	0.00	0.00	0.00	0.00
4A	General Unsecured Claims	9,625.00	9,625.00	9,625.00	38,500.00
4B	Subordinated Claims	0.00	0.00	0.00	0.00
	<b>Total Plan Repayment</b>	<b>28,875.00</b>	<b>28,875.00</b>	<b>28,875.00</b>	<b>115,500.00</b>
	<b>Net Income after Plan Payments</b>	<b>6,970.29</b>	<b>-8,449.71</b>	<b>4,215.87</b>	<b>5,650.32</b>

	Q13	Q14	Q15	Q16	Year 4 Summary
<b>Ordinary Income/Expense</b>					
<b>Income</b>					
4010 · Sales	462,590.00	462,560.00	509,145.47	487,281.27	1,921,576.74
6125 · Cash Discounts		0.00	0.00	0.00	0.00
<b>Total Income</b>	462,590.00	462,560.00	509,145.47	487,281.27	1,921,576.74
<b>Cost of Goods Sold</b>					
5000 · Cost of Goods Sold					0.00
6265 · Freight Expense					0.00
6334 · Salaries - Direct	139,678.22	139,678.22	146,662.13	146,662.13	572,680.70
6460 · Payroll Tax - Direct	26,751.20	26,751.20	26,751.20	26,751.20	107,004.80
6580 · Simple IRA - Direct		0.00	0.00	0.00	0.00
<b>Total COGS</b>	166,429.42	166,429.42	173,413.33	173,413.33	679,685.50
<b>Gross Profit</b>	296,160.58	296,130.58	335,732.14	313,867.94	1,241,891.24
<b>Expense</b>					
6020 · Alarm Monitoring	750.00	750.00	750.00	750.00	3,000.00
6120 · Bank Service Charges	105.00	105.00	105.00	105.00	420.00
6133 · Computer Service	2,325.00	2,325.00	2,325.00	2,325.00	9,300.00
6180 · Insurance	2,325.00	2,325.00	2,325.00	2,325.00	9,300.00
6185 · Liability Insurance	4,800.00	4,800.00	4,800.00	4,800.00	19,200.00
6420 · Work Comp					0.00
<b>Total 6180 · Insurance</b>	7,125.00	7,125.00	7,125.00	7,125.00	28,500.00
6255 · Overhead Expense	12,300.00	12,300.00	12,300.00	12,300.00	49,200.00
6270 · Professional Fees					
6280 · Legal Fees	0.00	0.00	0.00	0.00	0.00
6650 · Accounting	0.00	0.00	0.00	0.00	0.00
<b>Total 6270 · Professional Fees</b>	0.00	0.00	0.00	0.00	0.00
6290 · Rent	40,500.00	40,500.00	40,500.00	40,500.00	162,000.00
6300 · Repairs	1,650.00	1,650.00	1,650.00	1,650.00	6,600.00
6310 · Building Repairs	0.00	0.00	0.00	0.00	0.00
<b>Total 6300 · Repairs</b>	1,650.00	1,650.00	1,650.00	1,650.00	6,600.00
6332 · Salaries					
6333 · Salaries - Admin	97,088.53	97,088.53	106,797.38	106,797.38	407,771.83
<b>Total 6332 · Salaries</b>	97,088.53	97,088.53	106,797.38	106,797.38	407,771.83
6340 · Telephone	1,429.05	1,429.05	1,429.05	1,429.05	5,716.20
6350 · Travel & Ent	67,500.00	67,500.00	67,500.00	67,500.00	270,000.00
6375 · Office Meals (100%) Deductible					0.00
6380 · Travel					0.00
<b>Total 6350 · Travel &amp; Ent</b>	67,500.00	67,500.00	67,500.00	67,500.00	270,000.00
6390 · Utilities					
6400 · Gas and Electric	30,000.00	30,000.00	30,000.00	30,000.00	120,000.00
<b>Total 6390 · Utilities</b>	30,000.00	30,000.00	30,000.00	30,000.00	120,000.00
6450 · Payroll Tax Expense					
6455 · Payroll Tax - Admin					
6450 · Payroll Tax Expense - Other					
<b>Total 6450 · Payroll Tax Expense</b>	0.00	0.00	0.00	0.00	0.00
6550 · Office Supplies & Expense	6,000.00	6,000.00	6,000.00	6,000.00	24,000.00
6560 · Payroll Expenses					0.00

<b>6570 - Simple IRA Company</b>						
	6575 - Simple IRA - Admin	0.00	0.00	0.00	0.00	0.00
	<b>Total 6570 - Simple IRA Company</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>6820 - Taxes</b>						
	6850 - Property	0.00	0.00	12,000.00	0.00	12,000.00
	<b>Total 6820 - Taxes</b>	<b>0.00</b>	<b>0.00</b>	<b>12,000.00</b>	<b>0.00</b>	<b>12,000.00</b>
	<b>Total Expense</b>	<b>266,772.58</b>	<b>266,772.58</b>	<b>288,481.43</b>	<b>276,481.43</b>	<b>1,098,508.03</b>
	<b>Net Ordinary Income</b>	<b>29,388.00</b>	<b>29,358.00</b>	<b>47,250.71</b>	<b>37,386.51</b>	<b>143,383.21</b>
	<b>Net Income before Ch 11 Payments</b>	<b>29,388.00</b>	<b>29,358.00</b>	<b>47,250.71</b>	<b>37,386.51</b>	<b>143,383.21</b>
<b>Retire Creditor Debt Expense</b>						
<b>CLASS</b>	<b>CREDITOR</b>					
1B	BB&T	0.00	0.00	0.00	0.00	0.00
1C	Comerica	0.00	0.00	0.00	0.00	0.00
1D1	Ally	0.00	0.00	0.00	0.00	0.00
1D2	Ally	0.00	0.00	0.00	0.00	0.00
1D3	Ally	0.00	0.00	0.00	0.00	0.00
1D4	Ally	0.00	0.00	0.00	0.00	0.00
1D5	Ally	0.00	0.00	0.00	0.00	0.00
1D6	Ally	0.00	0.00	0.00	0.00	0.00
1D7	Ally	0.00	0.00	0.00	0.00	0.00
1D8	Ally	0.00	0.00	0.00	0.00	0.00
1D9	Ally	0.00	0.00	0.00	0.00	0.00
1D10	Ally	0.00	0.00	0.00	0.00	0.00
1E1	Santander	0.00	0.00	0.00	0.00	0.00
1E2	Santander	0.00	0.00	0.00	0.00	0.00
1E3	Santander	0.00	0.00	0.00	0.00	0.00
1E4	Santander	0.00	0.00	0.00	0.00	0.00
1E5	Santander	0.00	0.00	0.00	0.00	0.00
1E6	Santander	0.00	0.00	0.00	0.00	0.00
1E7	Santander	0.00	0.00	0.00	0.00	0.00
1E8	Santander	0.00	0.00	0.00	0.00	0.00
1F	Misc. Secured Claims	0.00	0.00	0.00	0.00	0.00
2	Priority Claims	0.00	0.00	0.00	0.00	0.00
3	Administrative Copnvenience	0.00	0.00	0.00	0.00	0.00
4A	General Unsecured Claims	9,625.00	9,625.00	9,625.00	9,625.00	38,500.00
4B	Subordinated Claims	0.00	0.00	0.00	0.00	0.00
	<b>Total Plan Repayment</b>	<b>28,875.00</b>	<b>28,875.00</b>	<b>28,875.00</b>	<b>28,875.00</b>	<b>115,500.00</b>
	<b>Net Income after Plan Payments</b>	<b>513.00</b>	<b>483.00</b>	<b>18,375.71</b>	<b>8,511.51</b>	<b>27,883.21</b>

	Q17	Q18	Q19	Q20	Year 5 Summary
<b>Ordinary Income/Expense</b>					
<b>Income</b>					
4010 · Sales	538,141.46	544,079.46	564,817.64	565,321.64	2,212,360.20
6125 · Cash Discounts	0.00	0.00	0.00	0.00	0.00
<b>Total Income</b>	538,141.46	544,079.46	564,817.64	565,321.64	2,212,360.20
<b>Cost of Goods Sold</b>					
5000 · Cost of Goods Sold					
6265 · Freight Expense					
6334 · Salaries - Direct	139,678.22	139,678.22	146,662.13	146,662.13	572,680.70
6460 · Payroll Tax - Direct	4,050.00	4,050.00	4,050.00	4,050.00	16,200.00
6580 · Simple IRA - Direct					
<b>Total COGS</b>	143,728.22	143,728.22	150,712.13	150,712.13	588,880.70
<b>Gross Profit</b>	394,413.24	400,351.24	414,105.51	414,609.51	1,623,479.50
<b>Expense</b>					
6020 · Alarm Monitoring	750.00	750.00	750.00	750.00	3,000.00
6120 · Bank Service Charges	105.00	105.00	105.00	105.00	420.00
6133 · Computer Service	2,325.00	2,325.00	2,325.00	2,325.00	9,300.00
6180 · Insurance	2,325.00	2,325.00	2,325.00	2,325.00	9,300.00
6185 · Liability Insurance	4,800.00	4,800.00	4,800.00	4,800.00	19,200.00
6420 · Work Comp					0.00
<b>Total 6180 · Insurance</b>	7,125.00	7,125.00	7,125.00	7,125.00	28,500.00
6255 · Overhead Expense	-2,550.00	-2,550.00	-2,550.00	-2,550.00	-10,200.00
6270 · Professional Fees					
6280 · Legal Fees	0.00	0.00	0.00	0.00	0.00
6650 · Accounting					0.00
<b>Total 6270 · Professional Fees</b>	0.00	0.00	0.00	0.00	0.00
6290 · Rent	40,500.00	40,500.00	40,500.00	40,500.00	162,000.00
6300 · Repairs	1,650.00	1,000.00	1,500.00	1,500.00	5,650.00
6310 · Building Repairs	0.00	0.00	0.00	0.00	0.00
<b>Total 6300 · Repairs</b>	1,650.00	1,000.00	1,500.00	1,500.00	5,650.00
6332 · Salaries					
6333 · Salaries - Admin	196,200.00	196,200.00	215,820.00	215,820.00	824,040.00
<b>Total 6332 · Salaries</b>	196,200.00	196,200.00	215,820.00	215,820.00	824,040.00
6340 · Telephone	1,429.05	1,429.05	1,429.05	1,429.05	5,716.20
6350 · Travel & Ent					0.00
6375 · Office Meals (100%) Deductible					0.00
6380 · Travel					0.00
<b>Total 6350 · Travel &amp; Ent</b>	67,500.00	67,500.00	67,500.00	67,500.00	270,000.00
6390 · Utilities					
6400 · Gas and Electric	30,000.00	30,000.00	30,000.00	30,000.00	120,000.00
<b>Total 6390 · Utilities</b>	30,000.00	30,000.00	30,000.00	30,000.00	120,000.00
6450 · Payroll Tax Expense					
6455 · Payroll Tax - Admin	15,009.30	15,009.30	16,510.23	16,510.23	63,039.06
6450 · Payroll Tax Expense - Other	4,400.73	4,400.73	4,840.80	4,840.80	18,483.05
<b>Total 6450 · Payroll Tax Expense</b>	19,410.03	19,410.03	21,351.03	21,351.03	81,522.11
6550 · Office Supplies & Expense	6,000.00	6,000.00	6,000.00	6,000.00	24,000.00
6560 · Payroll Expenses					
6570 · Simple IRA Company					

	6575 - Simple IRA - Admin					0.00
	Total 6570 - Simple IRA Company	0.00	0.00	0.00	0.00	0.00
	6820 - Taxes					
	6850 - Property	0.00	0.00		0.00	0.00
	Total 6820 - Taxes	0.00	0.00	0.00	0.00	0.00
	<b>Total Expense</b>	<b>351,034.05</b>	<b>350,384.05</b>	<b>370,504.05</b>	<b>370,504.05</b>	<b>1,442,426.20</b>
	<b>Net Ordinary Income</b>	<b>43,379.19</b>	<b>49,967.19</b>	<b>43,601.46</b>	<b>44,105.46</b>	<b>181,053.30</b>
	<b>Net Income before Ch 11 Payments</b>	<b>43,379.19</b>	<b>49,967.19</b>	<b>43,601.46</b>	<b>44,105.46</b>	<b>181,053.30</b>
	<b>Retire Creditor Debt Expense</b>					
	<b>CLASS CREDITOR</b>					
	1B BB&T	0.00	0.00	0.00	0.00	0.00
	1C Comerica	0.00	0.00	0.00	0.00	0.00
	1D1 Ally	0.00	0.00	0.00	0.00	0.00
	1D2 Ally	0.00	0.00	0.00	0.00	0.00
	1D3 Ally	0.00	0.00	0.00	0.00	0.00
	1D4 Ally	0.00	0.00	0.00	0.00	0.00
	1D5 Ally	0.00	0.00	0.00	0.00	0.00
	1D6 Ally	0.00	0.00	0.00	0.00	0.00
	1D7 Ally	0.00	0.00	0.00	0.00	0.00
	1D8 Ally	0.00	0.00	0.00	0.00	0.00
	1D9 Ally	0.00	0.00	0.00	0.00	0.00
	1D10 Ally	0.00	0.00	0.00	0.00	0.00
	1E1 Santander	0.00	0.00	0.00	0.00	0.00
	1E2 Santander	0.00	0.00	0.00	0.00	0.00
	1E3 Santander	0.00	0.00	0.00	0.00	0.00
	1E4 Santander	0.00	0.00	0.00	0.00	0.00
	1E5 Santander	0.00	0.00	0.00	0.00	0.00
	1E6 Santander	0.00	0.00	0.00	0.00	0.00
	1E7 Santander	0.00	0.00	0.00	0.00	0.00
	1E8 Santander	0.00	0.00	0.00	0.00	0.00
	1F Misc. Secured Claims	0.00	0.00	0.00	0.00	0.00
	2 Priority Claims	0.00	0.00	0.00	0.00	0.00
	3 Administrative Copnvenience	0.00	0.00	0.00	0.00	0.00
	4A General Unsecured Claims	9,625.00	9,625.00	9,625.00	9,625.00	38,500.00
	4B Subordinated Claims	0.00	0.00	0.00	0.00	0.00
	<b>Total Plan Repayment</b>	<b>28,875.00</b>	<b>28,875.00</b>	<b>28,875.00</b>	<b>28,875.00</b>	<b>115,500.00</b>
	<b>Net Income after Plan Payments</b>	<b>14,504.19</b>	<b>21,092.19</b>	<b>14,726.46</b>	<b>15,230.46</b>	<b>65,553.30</b>