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

IN RE:

Paul's Auto Centers, Ltd.
Debtor.

CASE NO. 17-34657
Chapter 11

Disclosure Statement for Small Business Under Chapter 11

12/17

Paul's Auto Centers, Ltd.'s Disclosure Statement, Dated June 8, 2018

Table of Contents

I.	Introduction	3
A.	Purpose of This Document.....	3
B.	Deadlines for Voting and Objecting; Date of Plan Confirmation Hearing	3
C.	Disclaimer	4
II.	Background.....	4
A.	Description and History of the Debtor's Business	4
B.	Insiders of the Debtor	4
C.	Management of the Debtor During the Bankruptcy	4
D.	Events Leading to Chapter 11 Filing.....	4
E.	Significant Events During the Bankruptcy Case.....	4
F.	Projected Recovery of Avoidable Transfers	5
G.	Claims Objections.....	5
H.	Current and Historical Financial Conditions	5
III.	Summary of the Plan of Reorganization and Treatment of Claims and Equity Interests ...	5
A.	What Is the Purpose of the Plan of Reorganization?	5
B.	Unclassified Claims	6
1.	Administrative expenses, involuntary gap claims, and quarterly and Court fees.....	6
2.	Priority tax claims	6
C.	Classes of Claims and Equity Interests	7
1.	Classes of secured claims	7
2.	Classes of priority unsecured claims	10

3.	Classes of general unsecured claims	10
4.	Classes of equity interest holders.....	11
D.	Means of Implementing the Plan	12
E.	Risk Factors	12
F.	Executory Contracts and Unexpired Leases	12
G.	Tax Consequences of Plan	13
IV.	Confirmation Requirements and Procedures	13
A.	Who May Vote or Object	13
1.	What is an allowed claim or an allowed equity interest?	13
2.	What is an impaired claim or impaired equity interest?	14
3.	Who is not entitled to vote	14
4.	Who can vote in more than one class	14
B.	Votes Necessary to Confirm the Plan	14
1.	Votes necessary for a class to accept the plan	14
2.	Treatment of non-accepting classes of secured claims, general unsecured claims, and interests	15
C.	Liquidation Analysis.....	15
D.	Feasibility.....	15
1.	Ability to initially fund plan	15
2.	Ability to make future plan payments and operate without further reorganization.....	15
V.	Effect of Confirmation of Plan	16
A.	Discharge of Debtor	16
B.	Modification of Plan.....	16
C.	Final Decree	16
VI.	Other Plan Provisions	16
VII.	Exhibits.....	18
A.	Exhibit A: Copy of Proposed Plan of Reorganization.....	18
B.	Exhibit B: Identity and Value of Material Assets of Debtor.....	25
C.	Exhibit C: Prepetition Financial Statements (None).....	26
D.	Exhibit D: Most Recently Filed Postpetition Operating Report	27
E.	Liquidation Analysis.....	22
F.	Cash on Effective Date	40
G.	Projections.....	41

I. Introduction

This is the disclosure statement (the *Disclosure Statement*) in the small business chapter 11 case of Paul's Auto Centers, Ltd. (the *Debtor*). This Disclosure Statement provides information about the Debtor and the Plan filed on _____ (the *Plan*) to help you decide how to vote.

A copy of the Plan is attached as *Exhibit A*. **Your rights may be affected.** You should read the Plan and this Disclosure Statement carefully. You may wish to consult an attorney about your rights and your treatment under the Plan.

The proposed distributions under the Plan are discussed at pages 5 - 12 of this Disclosure Statement.

A. Purpose of This Document

This Disclosure Statement describes:

- The Debtor and significant events during the bankruptcy case,
- How the Plan proposes to treat claims or equity interests of the type you hold (*i.e.*, what you will receive on your claim or equity interest if the plan is confirmed),
- Who can vote on or object to the Plan,
- What factors the Bankruptcy Court (the *Court*) will consider when deciding whether to confirm the Plan,
- Why Paul's Auto Centers, Ltd. believes the Plan is feasible, and how the treatment of your claim or equity interest under the Plan compares to what you would receive on your claim or equity interest in liquidation, and
- The effect of confirmation of the Plan.

Be sure to read the Plan as well as the Disclosure Statement. This Disclosure Statement describes the Plan, but it is the Plan itself that will, if confirmed, establish your rights.

B. Deadlines for Voting and Objecting; Date of Plan Confirmation Hearing

The Court has not yet confirmed the Plan described in this Disclosure Statement. A separate order has been entered setting the following information:

- Time and place of the hearing to [finally approve this disclosure statement and] confirm the plan,
- Deadline for voting to accept or reject the plan, and
- Deadline for objecting to the [adequacy of disclosure and] confirmation of the plan.

If you want additional information about the Plan or the voting procedure, you should contact Herman A. Lusky, Lusky & Associates, PC, 4925 Greenville Ave., Ste. 715, Dallas, TX 75206, Tel. 972-386-3900, email mail@lusky.com.

C. Disclaimer

The Court has conditionally approved this Disclosure Statement as containing adequate information to enable parties affected by the Plan to make an informed judgment about its terms. The Court has not yet determined whether the Plan meets the legal requirements for confirmation, and the fact that the Court has approved this Disclosure Statement does not constitute an endorsement of the Plan by the Court, or a recommendation that it be accepted.

II. Background

A. Description and History of the Debtor's Business

The Debtor is a limited partnership. Started in 1992 by the Paul Hamiter, Sr., the Debtor has been in the business of renting and selling used automobiles. In 2001, its structure was changed to a limited partnership and management passed to Paul Hamiter, Jr.

B. Insiders of the Debtor

The debtor has two (2) partners. It's general partner is Ennis PAS, Inc., a Texas Corporation. It's limited partner is Paul Hamiter, Jr. Mr. Hamiter is also the president and shareholder of Ennis PAS, Inc.

Mr. Hamiter runs the day to day operations of the debtor.

C. Management of the Debtor During the Bankruptcy

Mr. Hamiter has managed the debtor during the bankruptcy case.

Name	Position

D. Events Leading to Chapter 11 Filing

Prior to the filing of the chapter 11 case, the debtor was current with all its obligations. However, it's debt structure was unsustainable. The debtor was only able to maintain its operations with the assistance of its limited partner, Mr. Hamiter. When Mr. Hamiter's resources were depleted, it became necessary to restructure the debts of the debtor. Hence the filing of this chapter 11 case.

E. Significant Events During the Bankruptcy Case

During the chapter 11 case, the debtor reduced its inventory significantly. Going into the case, the debtor knew that it need to reduce its rental vehicle inventory by about 20%. Therefore, shortly after filing, it applied to the Court and received permission to sell some of its inventory. The debtor has completed these sales resulting in a reduction of the inventory by about 20%. It also resulted in a substantial reduction in the secured debt owed by the debtor on the inventory.

Immediately, upon the filing of the case, the debtor filed a motion to allow the use of cash collateral. All the debtor's receivables were encumbered by liens to its secured floor plan lenders (NextGear Capital, Inc. and Automotive Finance Company) and to Small Dealer Assistance for the finance of certain notes receivable from vehicle sales. After negotiations, the Court entered its Order allowing the use of the cash collateral and established payments to be made to those creditors. The debtor has made all the required payments when due.

Immediately upon the filing of the petition for relief, the debtor sought and received Court

approval for the employment of Lusky & Associates, PC as its bankruptcy counsel. The firm continues to serve as bankruptcy counsel.

F. Projected Recovery of Avoidable Transfers

Check one box.

- ☒ The Debtor does not intend to pursue preference, fraudulent conveyance, or other avoidance actions.

- ☐ The Debtor estimates that up to \$_____ may be realized from the recovery of fraudulent, preferential or other avoidable transfers. While the results of litigation cannot be predicted with certainty and it is possible that other causes of action may be identified, the following is a summary of the preference, fraudulent conveyance and other avoidance actions filed or expected to be filed in this case:

Transaction	Defendant	Amount Claimed
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- ☐ The Debtor has not yet completed its 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.

G. Claims Objections

Except to the extent that a claim is already allowed pursuant to a final non-appealable order, 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. Disputed claims are treated in Article 5 of the Plan.

H. Current and Historical Financial Conditions

The identity and fair market value of the estate's assets are listed in *Exhibit B*. The equipment values are the debtor's "best estimate" of the values of the used equipment. On the other hand, the values of the vehicles were determined by their respective "Manheim Report" value, adjusted to reflect the actual auction prices received for the 21 vehicles recently sold at auction. The vehicle values do not reflect a deduction for "make ready" or recovery from the current renters.

The most recent post-petition operating report filed since the commencement of the Debtor's bankruptcy case is set forth in *Exhibit D*.

III. Summary of the Plan of Reorganization and Treatment of Claims and Equity Interests

A. What Is the Purpose of the Plan of Reorganization?

As required by the Code, the Plan places claims and equity interests in various classes and describes the treatment each class will receive. The Plan also states whether each class of claims or equity interests is impaired or unimpaired. If the Plan is confirmed, your recovery will be limited to the amount provided by the Plan.

B. Unclassified Claims

Certain types of claims are automatically entitled to specific treatment under the Code. They are not considered impaired, and holders of such claims do not vote on the Plan. They may, however, object if, in their view, their treatment under the Plan does not comply with that required by the Code. Therefore, the Plan Proponent has *not* placed the following claims in any class:

1. Administrative expenses, involuntary gap claims, and quarterly and Court fees

Administrative expenses are costs or expenses of administering the Debtor's chapter 11 case which are allowed under § 503(b) of the Code. Administrative expenses include the value of any goods sold to the Debtor in the ordinary course of business and received within 20 days before the date of the bankruptcy petition, and compensation for services and reimbursement of expenses awarded by the court under § 330(a) of the Code. The Code requires that all administrative expenses be paid on the effective date of the Plan, unless a particular claimant agrees to a different treatment. Involuntary gap claims allowed under § 502(f) of the Code are entitled to the same treatment as administrative expense claims. The Code also requires that fees owed under section 1930 of title 28, including quarterly and court fees, have been paid or will be paid on the effective date of the Plan.

The following chart lists the Debtor's estimated administrative expenses, and quarterly and court fees, and their proposed treatment under the Plan:

Type	Estimated Amount Owed	Proposed Treatment
Administrative expenses	\$25,000.00	Paid in full on the effective date of the Plan, unless the holder of a particular claim has agreed to different treatment
Statutory Court fees	-0-	Paid in full on the effective date of the Plan
Statutory quarterly fees		Paid in full on the effective date of the Plan
Total		

2. Priority tax claims

Priority tax claims are unsecured income, employment, and other taxes described by § 507(a)(8) of the Code. Unless the holder of such a § 507(a)(8) priority tax claim agrees otherwise, it must receive the present value of such claim pursuant to 11 U.S.C. § 511, in regular installments paid over a period not exceeding 5 years from the order of relief.

The following chart lists the Debtor's estimated § 507(a)(8) priority tax claims and their proposed treatment under the Plan:

Description (Name and type of tax)	Estimated Amount Owed	Date of Assessment	Treatment
Ennis County, et al	\$334.36 ¹		Payment interval
			To be paid in full on or before 1/31/2019.
			[Monthly] payment
			N/A
			Begin date
			N/A
			End date
			N/A

¹ From Ellis County Central Appraisal District website

	Interest rate	N/A%
	Total payout amount	\$
\$	Payment interval	
	[Monthly] payment	\$
	Begin date	
	End date	
	Interest rate	%
	Total payout amount	\$

C. Classes of Claims and Equity Interests

The following are the classes set forth in the Plan, and the proposed treatment that they will receive under the Plan:

1. Classes of secured claims

Allowed Secured Claims are claims secured by property of the Debtor's bankruptcy estate (or that are subject to setoff) to the extent allowed as secured claims under § 506 of the Code. If the value of the collateral or setoffs securing the creditor's claim is less than the amount of the creditor's allowed claim, the deficiency will [be classified as a general unsecured claim].

The following chart lists all classes containing Debtor's secured prepetition claims and their proposed treatment under the Plan:

Class #	Description	Impaired?	Treatment
2	<u>Secured claim of NextGear Capital</u>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Monthly payments of approximately \$7,712.94.
	<u>Collateral Description:</u> Vehicles		Payments begin: 15 th of the month following the month of the Effective Date.
	<u>Collateral Value:</u> \$121,506.67 ²		Payments end: After payment of the allowed principal balance in full.
	<u>Priority of Lien:</u> First and only lien as to certain vehicles		Balloon payment: None
	<u>Principal Owed:</u> \$257,347.70 ³		Interest rate: 5%
	<u>Pre-pet. Arrearage:</u> None		Treatment of lien: Claimant retains liens
	<u>Total claim:</u> \$257,347.70 ⁴		[Additional payment required to cure Defaults] None

² Value is derived as follows: Pursuant to the Court's Order, 21 vehicles of the debtor's inventory were sold at auction in March 2018. The vehicles were representative of the debtor's inventory secured by the claimant. The average sale price of the vehicles was \$2,336.67. The claimant has 52 remaining vehicles as collateral.

³ As of May 17, 2018. Per the Interim Cash Collateral Order of January 4, 2018 and the Final Cash Collateral Order of March 2, 2018, the debtor, beginning January 12, 2018, has made payments of \$9,250.00 per month to this creditor as a reduction of the principal balance. The amount will be further reduced until confirmation of the Plan as payments continue under the Final Cash Collateral Order.

⁴ Although the actual value of the collateral of the collateral is significantly less than the claim, the debtor

3	<u>Secured claim of:</u> Automotive Finance Company	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Monthly payments of approximately: \$1,790.86
	<u>Collateral Description:</u> Vehicles		Payment begin: 15 th of the month following the month of the Effective Date.
	<u>Collateral Value:</u> \$60,753.33 ⁵		Payments end After payment of the allowed principal balance in full.
	<u>Priority of Lien:</u> First and only lien as to certain vehicles		[Balloon payment] None
	<u>Principal Owed:</u> \$59,740.39 ⁶		Interest rate 5%
	<u>Pre-pet. Arrearage:</u> None		Treatment of lien Claimant retains liens
	<u>Total claim:</u> \$59,740.39		Additional payment required to cure defaults: None
4	<u>Secured claim of:</u> Small Dealer Assistance	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Monthly Payment: \$2,500.00.
	<u>Collateral Description:</u> Notes Receivable		Payment begin: 15 th of the month following the Effective Date.
	<u>Collateral Value</u> \$78,340.67 ⁷		Payments end on complete payment of principal balance
	<u>Priority of Lien:</u> First as to its collateral.		[Balloon payment] None
	<u>Principal Owed:</u> \$20,000.00 ⁸		Interest rate
	<u>Pre-pet. Arrearage:</u>		Treatment of lien N/A
	<u>Total claim:</u> \$ Same as Principal Owed		Additional payment required to cure defaults: None

proposed to treat the claim as if it were completely secured as to the amount of its principal balance.

⁵ Value is derived as follows: Pursuant to the Court's Order, 21 vehicles of the debtor's inventory were sold at auction in March 2018. The vehicles were representative of the debtor's inventory secured by the claimant. The average sale price of the vehicles was \$2,336.67. The claimant has 26 remaining vehicles as collateral.

⁶ As of May 17, 2018. Per the Interim Cash Collateral Order of January 4, 2018 and the Final Cash Collateral Order of March 2, 2018, the debtor, beginning January 12, 2018, has made payments of \$4,750.00 per month to this creditor as a reduction of the principal balance. The amount will be further reduced until confirmation of the Plan as payments continue under the Final Cash Collateral Order.

⁷ Book value without reduction for collectability.

⁸ As of May 17, 2018. Per the Interim Cash Collateral Order of January 4, 2018 and the Final Cash Collateral Order of March 2, 2018, the debtor, beginning January 12, 2018, has made payments of \$2,000.00 per month to this creditor as a reduction of the principal balance. The amount will be further reduced until confirmation of the Plan as payments continue under the Final Cash Collateral Order.

5	<u>Secured claim of:</u>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Monthly payments of approximately: \$673.55
Ally Financial			
<u>Collateral Description:</u>		Payment begin:	
2016 Chevrolet Silverado		15 th of the month following the month of the Effective Date.	
<u>Collateral Value:</u>		Payments end	
\$20,000		After payment of the allowed principal balance in full.	
<u>Priority of Lien:</u>		[Balloon payment]	
First and only lien as to its collateral		None	
<u>Principal Owed:</u>		Interest rate	
\$33,248.54		Contract %	
<u>Pre-pet. Arrearage:</u>		Treatment of lien	
None		Claimant retains liens	
<u>Total claim:</u>		Additional payment required to cure defaults:	
\$		None	
Same as principal owed			

6	<u>Secured claim of:</u>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Monthly payments of approximately: \$541.16
Ally Financial			
<u>Collateral Description:</u>		Payment begin:	
2014 Chevrolet Equinox		15 th of the month following the month of the Effective Date.	
<u>Collateral Value:</u>		Payments end	
\$7,500.00		After payment of the allowed principal balance in full.	
<u>Priority of Lien:</u>		[Balloon payment]	
First and only lien as to its collateral		None	
<u>Principal Owed:</u>		Interest rate	
\$7,440.86		Contract %	
<u>Pre-pet. Arrearage:</u>		Treatment of lien	
None		Claimant retains liens	
<u>Total claim:</u>		Additional payment required to cure defaults:	
\$		None	
Same as Principal Owed			

7	<u>Secured claim of:</u>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Monthly payments of approximately: \$454.00
Mantis Financial			
<u>Collateral Description:</u>		Payment begin:	
Inbay Air Shammee; 110v, no boom; Enclosed Car Hauler; Bendpak Double wide Parking Lift		15 th of the month following the month of the Effective Date.	
<u>Allowed Secured Amount:</u>		Payments end	
\$2,724		After payment of the allowed principal balance in full.	
<u>Priority of Lien:</u>		[Balloon payment]	
First as to its collateral		None	
<u>Principal Owed:</u>		Interest rate	

<u>\$2,724</u>		<u>Contract</u>
<u>Pre-pet. Arrearage:</u>		Treatment of lien
None		Claimant retains liens
<u>Total claim:</u>	\$	Additional payment required to cure defaults:
2,724		None

8	<u>Secured claim of:</u>	<input checked="" type="checkbox"/> Yes	Client receives collateral in full satisfaction of its claim.
		<input type="checkbox"/> No	
	Time Payment Corp.		
	<u>Collateral Description:</u>		Payment begin: N/A
	Bend Park Car Lift		
	<u>Allowed Secured Amount:</u>		Payments end
	\$1,500.00		N/A
	<u>Priority of Lien:</u>		[Balloon payment]
	First as to its collateral.		None
	<u>Principal Owed:</u>		Interest rate
	\$4,369.00		
	<u>Pre-pet. Arrearage:</u>		Treatment of lien
			N/A
	<u>Total claim:</u>	\$	Additional payment required to cure defaults:
	Same as Principal Owed		None

2. Classes of priority unsecured claims

The Code requires that, with respect to a class of claims of a kind referred to in §§ 507(a)(1), (4), (5), (6), and (7), each holder of such a claim receive cash on the effective date of the Plan equal to the allowed amount of such claim, unless a particular claimant agrees to a different treatment or the class agrees to deferred cash payments.

The following chart lists all classes containing claims under §§ 507(a)(1), (4), (5), (6), and (7) of the Code and their proposed treatment under the Plan:

Class #	Description	Impaired?	Treatment
	Priority unsecured claim pursuant to section 507(a)(1), (4), (5), (6), and (7): None.	<input type="checkbox"/> Yes <input type="checkbox"/> No	
	Total amount of claims: \$		
	Priority unsecured claim pursuant to section [insert]	<input type="checkbox"/> Yes <input type="checkbox"/> No	
	Total amount of claims \$		

3. Classes of general unsecured claims

General unsecured claims are not secured by property of the estate and are not entitled to priority under § 507(a) of the Code.

The following chart identifies the Plan's proposed treatment of classes ____ through ____, which contain general unsecured claims against the Debtor:

Class #	Description	Impaired?	Treatment	
10	General unsecured class	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Payment	\$500.00 per month.
			Payments begin	15 th day of the month following Effective Date.
			Payments end	On payment in full of allowed claims – Estimated at 36 th month.
			Balloon payment	None
			Interest rate from	0%
			Estimated percent of claim paid	100%

4. Classes of equity interest holders

Equity interest holders are parties who hold an ownership interest (*i.e.*, equity interest) in the Debtor. In a corporation, entities holding preferred or common stock are equity interest holders. In a partnership, equity interest holders include both general and limited partners. In a limited liability company (*LLC*), the equity interest holders are the members. Finally, with respect to an individual who is a debtor, the Debtor is the equity interest holder.

The following chart sets forth the Plan's proposed treatment of the classes of equity interest holders: [There may be more than one class of equity interests in, for example, a partnership case, or a case where the prepetition Debtor had issued multiple classes of stock.]

Class #	Description	Impaired?	Treatment
11	Equity interest holders	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	None unless necessary. If necessary to comply with "The Absolute Priority Rule," the interests of the partners will be cancelled, and new membership interests issued to the reorganized debtor as a Limited Liability Company. The new members may or may not be the existing partners of the debtor although it is presumed the Paul

Hamiter, Jr. will be, at least, the managing member.

D. Means of Implementing the Plan

1. Source of Payments

Payments and distribution under the plan will be funded by the following:

Current and future operations of the debtor.

2. Post-confirmation Management

The Post-Confirmation Management of the Debtor (including officers, directors, managing members, and other persons in control), and their compensation, shall be as follows:

Name:	Position	Compensation
Paul Hamiter, Jr.	Managing Member	\$6.000 per month

E. Risk Factors

The proposed Plan has the following risks.

As with all small business, there is always a risk factor. You can expect that the business will be continued to be run by Paul Hamiter, Jr. At present, and for the foreseeable future, he will be the only employee of the business. Accordingly, although Mr. Hamiter is in good health, should a catastrophe happen to Mr. Hamiter, the business value would diminish. However, as long as the business continues in operation, it should reduce its secured debt and increase its asset value.

On the other hand, upon a current liquidation of the business, it is apparent that there would be little for the secured creditors and nothing for the unsecured creditors.

F. Executory Contracts and Unexpired Leases

The Plan in Article 6 lists all executory contracts and unexpired leases that the Debtor will assume, and if applicable assign, under the Plan. *Assumption* means that the Debtor has elected to continue to perform the obligations under such contracts and unexpired leases, and to cure defaults of the type that must be cured under the Code, if any. Article 6 also lists how the Debtor will cure and compensate the other party to such contract or lease for any such defaults.

If you object to the assumption, and if applicable the assignment, of your unexpired lease or executory contract under the Plan, the proposed cure of any defaults, the adequacy of assurance of performance, you must file and serve your objection to the Plan within the deadline for objecting to the confirmation of the Plan, unless the Court has set an earlier time.

All executory contracts and unexpired leases that are not listed in Article 6 or have not previously been assumed, and if applicable assigned, or are not the subject of a pending motion to assume, and if applicable assign, will be rejected under the Plan. Consult your adviser or attorney for more specific information about particular contracts or leases.

If you object to the rejection of your contract or lease, you must file and serve your objection to the Plan within the deadline for objecting to the confirmation of the Plan.

The deadline for filing a Proof of Claim based on a claim arising from the rejection of a lease or contract is fourteen (14) days following confirmation of this plan.

Any claim based on the rejection of a contract or lease will be barred if the proof of claim is not timely filed, unless the Court orders otherwise.

G. Tax Consequences of Plan

Creditors and equity interest holders concerned with how the plan may affect their tax liability should consult with their own accountants, attorneys, and/or advisors.

The following are the anticipated tax consequences of the Plan: The debtor is not aware of any tax consequences of this plan to either it or to the creditors. However, it has not consulted with any tax professional and its opinion is that of a layman. **If you are concerned about tax consequences of this plan, you should consult with your own tax professional.**

IV. Confirmation Requirements and Procedures

To be confirmable, the Plan must meet the requirements listed in §1129 of the Code. These include the requirements that:

- the Plan must be proposed in good faith;
- if a class of claims is impaired under the Plan, at least one impaired class of claims must accept the Plan, without counting votes of insiders;
- the Plan must distribute to each creditor and equity interest holder at least as much as the creditor or equity interest holder would receive in a chapter 7 liquidation case, unless the creditor or equity interest holder votes to accept the Plan; and
- the Plan must be feasible.

These requirements are not the only requirements listed in § 1129, and they are not the only requirements for confirmation.

A. 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. Except as stated in Part IV.A.3 below, 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.

In this case, the Plan Proponent believes that classes 1 through 11 are impaired and that holders of claims in each of these classes are therefore entitled to vote to accept or reject the Plan. The Plan Proponent believes that classes _____ are unimpaired and that holders of claims in each of these classes, therefore, do not have the right to vote to accept or reject the Plan.

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

- (1) the Debtor has scheduled the claim on the Debtor's schedules, unless the claim has been scheduled as disputed, contingent, or unliquidated, or

- (2) the creditor has filed a proof of claim or equity interest, unless an 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:

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

Even if you are not entitled to vote on the plan, you have a right to object to the confirmation of the Plan.

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.

B. Votes Necessary to Confirm the Plan

If impaired classes exist, the Court cannot confirm the Plan unless:

- (1) all impaired classes have voted to accept the Plan; or
- (2) at least one impaired class of creditors has accepted the Plan without counting the votes of any insiders within that class, and the Plan is eligible to be confirmed by “cram down” of the non-accepting classes, as discussed later in Section B.2

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 ½ of the allowed claims in the class, who vote, cast their votes to accept the Plan, and

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

2. Treatment of non-accepting classes of secured claims, general unsecured claims, and interests

Even if one or more impaired classes reject the Plan, the Court may nonetheless confirm the Plan upon the request of the Plan proponent if the non-accepting classes are treated in the manner prescribed by § 1129(b) of the Code. A plan that binds non-accepting classes is commonly referred to as a *cram down* plan. The Code allows the Plan to bind non-accepting 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.

You should consult your own attorney if a *cram down* confirmation will affect your claim or equity interest, as the variations on this general rule are numerous and complex

C. Liquidation Analysis

To confirm the Plan, the Court must find that all creditors and equity interest holders who do not accept the Plan will receive at least as much under the Plan as such claim and equity interest holders would receive in a chapter 7 liquidation. A liquidation analysis is attached to this Disclosure Statement as *Exhibit E*.

D. 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 Plan Proponent believes that the Debtor 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. Tables showing the amount of cash on hand on the effective date of the Plan, and the sources of that cash are attached to this disclosure statement as *Exhibit F*.

2. Ability to make future plan payments and operate without further reorganization

The Plan Proponent must also show that it will have enough cash over the life of the Plan to make the required Plan payments and operate the debtor's business.

The Plan Proponent has provided projected financial information. Those projections are listed in *Exhibit G*.

The Plan Proponent's financial projections show that the Debtor will have an aggregate annual average cash flow, after paying operating expenses and post-confirmation taxes, of \$_____.

The final Plan payment is expected to be paid before the 60th month following the Effective Date. The debtor has scheduled \$

You should consult with your accountant or other financial advisor if you have any questions pertaining to these projections.

V. Effect of Confirmation of Plan

A. Discharge of Debtor

Check one Box

- ☐ **Discharge if the Debtor is an individual and 11 U.S.C. § 1141(d)(3) is not applicable.** Confirmation of the Plan does not discharge any debt provided for in the Plan until the court grants a discharge on completion of all payments under the Plan, or as otherwise provided in § 1141(d)(5) of the Code. Debtor will not be discharged from any debt excepted from discharge under § 523 of the Code, except as provided in Rule 4007(c) of the Federal Rules of Bankruptcy Procedure.

Discharge if the Debtor is a partnership and § 1141(d)(3) of the Code is not applicable. On the effective date of the Plan, the Debtor shall be discharged from any debt that arose before confirmation of the Plan, subject to the occurrence of the effective date, to the extent specified in § 1141(d)(1)(A) of the Code. However, the Debtor shall not be discharged from any debt imposed by the Plan. After the effective date of the Plan your claims against the Debtor will be limited to the debts imposed by the Plan.

Discharge if the Debtor is a corporation and § 1141(d)(3) is not applicable. On the effective date of the Plan, the Debtor shall be discharged from any debt that arose before confirmation of the Plan, subject to the occurrence of the effective date, to the extent specified in § 1141(d)(1)(A) of the Code, except that the Debtor shall not be discharged of any debt:

- (i) imposed by the Plan, or
- (ii) to the extent provided in 11 U.S.C. § 1141(d)(6).

No Discharge if § 1141(d)(3) is applicable. In accordance with § 1141(d)(3) of the Code, the Debtor will not receive any discharge of debt in this bankruptcy case.

B. Modification of Plan

The Plan Proponent may modify the Plan at any time before confirmation of the Plan. However, the Court may require a new disclosure statement and/or re-voting on the Plan.

The Plan Proponent may also seek to modify the Plan at any time after confirmation only if

- (1) the Plan has not been substantially consummated and
- (2) the Court authorizes the proposed modifications after notice and a hearing.]

C. Final Decree

Once the estate has been fully administered, as provided in Rule 3022 of the Federal Rules of Bankruptcy Procedure, the Plan Proponent, or such other party as the Court shall designate in the Plan Confirmation Order, shall file a motion with the Court to obtain a final decree to close the case. Alternatively, the Court may enter such a final decree on its own motion.

VI. Other Plan Provisions

None.

x /s/ Paul Hamiter, Jr

Paul Hamiter, Jr.

[Signature of the Plan Proponent]

[Printed Name]

x /s/ Herman A. Lusky

Herman A. Lusky

[Signature of the Attorney for the Plan Proponent]

[Printed Name]

VII. Exhibits

A. Exhibit A: Copy of Proposed Plan of Reorganization

Lusky & Associates, P.C.
 4925 Greenville Ave., Ste.715
 Dallas, TX 75206
 972-386-3900

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

IN RE:

Paul's Auto Centers Ltd.
 Debtor.

CASE NO. 17-34657-HDH-11
 Chapter 11

Plan of Reorganization for Small Business Under Chapter 11

12/17

Paul's Auto Center, Ltd.'s Plan of Reorganization, Dated June 8, 2018

Article 1: Summary

This Plan of Reorganization (the "Plan") under chapter 11 of the Bankruptcy Code (the "Code") proposes to pay creditors of Paul's Auto Centers Ltd., (the "Debtor") from cash flow from operations.

The plan provides for:	One (1) class of priority claims;
	Seven (7) classes of secured claims;
	One (1) class of unsecured claims; and
	Two (2) classes of interests.

Non-priority unsecured creditors holding allowed claims will receive distributions, which the proponent of this Plan has valued at approximately 25 cents on the dollar. This Plan also provides for the payment of administrative and priority claims.

All creditors and equity security holders should refer to Articles 3 through 6 of this Plan for information regarding the precise treatment of their claim. A disclosure statement that provides more detailed information regarding this Plan and the rights of creditors and equity security holders has been circulated with this Plan. **Your rights may be affected. You should read these papers carefully and discuss them with your attorney, if you have one. (If you do not have an attorney, you may wish to consult one.)**

Article 2: Classification of Claims and Interests

2.01	Class 1	All allowed claims entitled to priority under § 507(a) of the Code (except administrative expense claims under § 507(a)(2), and priority tax claims under § 507(a)(8))
2.02	Class 2	Next Gear Capital, a secured creditor to the extent allowed as a secured claim under § 506 of the Code.

2.03.	Class 3	AFC Funding Corporation, a secured creditor to the extent allowed as a secured claim under § 506 of the Code.
2.04.	Class 4	Small Dealers Assistance, a secured creditor to the extent allowed as a secured claim under § 506 of the Code.
2.05.	Class 5	Ally, a secured creditor to the extent allowed as a secured claim under § 506 of the Code. Collateral is 2016 Silverado.
2.06	Class 6	Ally, a secured creditor to the extent allowed as a secured claim under § 506 of the Code. Collateral is 2014 Chevrolet Equinox.
2.06.	Class 7	Mantis Financial, LP, a secured creditor to the extent allowed as a secured claim under § 506 of the Code.
2.07.	Class 8	Time Payment Corp., a secured creditor to the extent allowed as a secured claim under § 506 of the Code.
2.08	Class 9	Ellis County, a secured creditor and/or priority creditor to the extent allowed as a secured claim under § 506 of the Code.
2.10	Class 10	General unsecured claims.
2.11	Class 11	Partnership interests of the general and limited partners of the debtor.

Article 3: Treatment of Administrative Expense Claims, Priority Tax Claims, and Quarterly and Court Fees

3.01	Unclassified Claims	Under section § 1123(a)(1), administrative expense claims, and priority tax claims are not in classes.
3.02	Administrative Expense Claims	Each holder of an administrative expense claim allowed under § 503 of the Code, will be paid in full on the effective date of this Plan, in cash, or upon such other terms as may be agreed upon by the holder of the claim and the Debtor.
3.03	Priority Tax Claims	Each holder of a priority tax claim will be paid on its due date pursuant to the laws of the State of Texas.
3.04	Statutory Fees	All fees required to be paid under 28 U.S.C. § 1930 that are owed on or before the effective date of this Plan have been paid or will be paid on the effective date.
3.05	Prospective Quarterly Fees	All quarterly fees required to be paid under 28 U.S.C. § 1930(a)(6) or (a)(7) will accrue and be timely paid until the case is closed, dismissed, or converted to another chapter of the Code.

Article 4: Treatment of Claims and Interests Under the Plan4.01 **Claims and interests shall be treated as follows under this Plan.**

Class	Impaired	Treatment
Class 1 - Priority claims excluding those in Article 3	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Class 1 is unimpaired by this Plan, and each holder of a Class 1 Priority Claim will be paid in full, in cash, upon the later of the effective date of this Plan, or the date on which such claim is allowed by a final non-appealable order.
Class 2 – Secured Claim of NextGear Capital	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Class 2 is impaired by this plan since it receives lesser interest and fees than its contract provides for. However, the claimant will receive the full value of its allowed principal balance of its claim in equal payments over a period of 36 months with 5% interest per annum. The class will retain its security interest in its collateral, however such collateral may be sold by the debtor under terms and conditions as set forth in the Court's Order on Motion to Sell Collateral entered March 2, 2018
Class 3 – Secured Claim of Automotive Finance Corporation	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Class 3 is impaired by this plan since it receives lesser interest and fees than its contract provides for. However, the claimant will receive the full value of its allowed principal balance of its claim in equal payments over a period of 36 months with 5% interest per annum. The class will retain its security interest in its collateral, however such collateral may be sold by the debtor under terms and conditions as set forth in the Court's Order on Motion to Sell Collateral entered March 2, 2018.
Class 4 – Secured Claim of Small Dealers Assistance	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Class 4 is unimpaired by this plan since it is receiving payments not in accordance with its contract with the debtor. However, the claimant will receive the full value of its allowed claim at the rate of \$2,500.00 per month.
Class 5 – Secured Claim of Ally Financial on 2016 Chevrolet Silverado	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Class 5 is impaired by this plan. It will receive the full value of its claim with payments to resume on the first of the month following Effective Date of the Plan. Its payment dates will be extended to account for the hiatus between the filing of this case and the resumption of the payments following the Effective Date.
Class 6 – Secured Claim of Ally Financial on 2014 Equinox	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Class 6 is impaired by this plan. It will receive the full value of its claim with payments to resume on the first of the month following Effective Date of the Plan. Its payment dates will be extended to account for the hiatus between the filing of this case and the resumption of the payments following the Effective Date
Class 7 – Secured Claim of Mantis Financial	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Class 7 is impaired by this plan. It will receive the full value of its claim with payments to resume on the first of the month following Effective Date of the Plan. Its payment dates will be extended to account for the hiatus between the filing of this case and the resumption of the payments on the Effective Date.
Class 8 – Secured Claim of Time Payment Corp.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Class 8 is impaired by this plan. Its collateral will be surrendered in full satisfaction of its claim.

Class 9 – Ellis County and related taxing authorities.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Class 9 is unimpaired by this plan. Its claim will be paid in full on its due date pursuant to the laws of the State of Texas.
Class 10 - General Unsecured Creditors	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Class 10 is impaired. These claims will be paid their allowed claims, in full, over a period of sixty (60) months or less without interest.
Class 11 - Equity Security Holders of the Debtor	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	The debtor will be reorganized pursuant to the laws of the State of Texas as a Limited Liability Company. As such, the General and Limited Partnership interests will be cancelled, and new membership interests will be issued.
4.02 Prepayment of Claims	The debtor reserves the right to prepay, without penalty, any or all of the classes of claims.	

Article 5: Allowance and Disallowance of Claims

5.01 Disputed Claim	A disputed claim is a claim that has not been allowed or disallowed by a final non-appealable order, and as to which either: <div style="margin-left: 40px;"> (i) a proof of claim has been filed or deemed filed, and the Debtor or another party in interest has filed an objection; or (ii) no proof of claim has been filed, and the Debtor has scheduled such claim as disputed, contingent, or unliquidated. </div>	
5.02 Delay of Distribution on a Disputed Claim.	No distribution will be made on account of a disputed claim unless such claim is allowed by a final non-appealable order	
5.03 Settlement of Disputed Claims.	The Debtor will have the power and authority to settle and compromise a disputed claim with court approval and compliance with Rule 9019 of the Federal Rules of Bankruptcy Procedure.	

Article 6: Provisions for Executory Contracts and Unexpired Leases

6.01 Assumed executory contracts and unexpired leases	<p>(a) The Debtor assumes, and if applicable assigns, the following executory contracts and unexpired leases as of the effective date:</p> <ol style="list-style-type: none"> 1. The oral month-to-month lease of the property upon which it conducts its business. 2. Any executory contracts assumed by virtue of their treatment as a “secured creditor” in which the debtor retains the “collateral.” <p>(b) Except for executory contracts and unexpired leases that have been assumed, and if applicable assigned, before the effective date or under section 6.01(a) of this Plan, or that are the subject of a pending motion to assume, and if applicable assign, the Debtor will be conclusively deemed to have rejected all executory contracts and unexpired leases as of the effective date.</p>	
--	---	--

A proof of a claim arising from the rejection of an executory contract or unexpired lease under this section must be filed no later than 14 days after the date of the order confirming this Plan

Article 7: Means for Implementation of the Plan

The plan will be implemented from the continuing rentals of vehicles by the debtor. Additionally, the debtor has received a license from the State of Texas to sell and finance vehicles. The debtor expects to increase that business as time continues.

The reorganized debtor will be managed by Paul Hamiter, Jr.

Article 8: General Provisions

8.01	Definitions and Rules of Construction	The definitions and rules of construction set forth in §§ 101 and 102 of the Code shall apply when terms defined or construed in the Code are used in this Plan, and they are supplemented by the following definitions:
8.02	Effective Date	The effective date of this Plan is the first business day following the date that is 14 days after the entry of the confirmation order. If, however, a stay of the confirmation order is in effect on that date, the effective date will be the first business day after the date on which the stay expires or is otherwise terminated.
8.03	Severability	If any provision in this Plan is determined to be unenforceable, the determination will in no way limit or affect the enforceability and operative effect of any other provision of this Plan.
8.04	Binding Effect	The rights and obligations of any entity named or referred to in this Plan will be binding upon, and will inure to the benefit of the successors or assigns of such entity.
8.05	Captions	The headings contained in this Plan are for convenience of reference only and do not affect the meaning or interpretation of this Plan.
8.06	Controlling Effect	Unless a rule of law or procedure is supplied by federal law (including the Code or the Federal Rules of Bankruptcy Procedure), the laws of the State of Texas govern this Plan and any agreements, documents, and instruments executed in connection with this Plan, except as otherwise provided in this Plan.
8.07	Corporate Governance	The reorganized debtor will be converted, under the laws of the State of Texas to a Limited Liability Company. It is expected that the manager will be Paul Hamiter, Jr.
8.08	Retention of Jurisdiction	The Court will retain jurisdiction to determine claims and administrative costs, fees and expenses, as necessary.

Article 9: Discharge

Check One Box

- 9.01 ☐ **Discharge if the Debtor is an individual and § 1141(d)(3) is not applicable.** Confirmation of this Plan does not discharge any debt provided for in this Plan until the court grants a discharge on completion of all payments under this Plan, or as otherwise provided in § 1141(d)(5) of the Code. The Debtor will not be discharged from any debt excepted from discharge under § 523 of the Code, except as provided in Rule 4007(c) of the Federal Rules of Bankruptcy Procedure.
-
- ☐ **Discharge if the Debtor is a partnership and § 1141(d)(3) is not applicable.** On the effective date of this Plan, the Debtor will be discharged from any debt that arose before confirmation of this Plan, to the extent specified in § 1141(d)(1)(A) of the Code. The Debtor will not be discharged from any debt imposed by this Plan.
-
- ☒ **Discharge if the Debtor is a corporation and § 1141(d)(3) is not applicable.** On the effective date of this Plan, the Debtor will be discharged from any debt that arose before confirmation of this Plan, to the extent specified in § 1141(d)(1)(A) of the Code, except that the Debtor will not be discharged of any debt:
- (i) imposed by this Plan; or
- (ii) to the extent provided in § 1141(d)(6).
-
- ☐ **No discharge if § 1141(d)(3) is applicable.** In accordance with § 1141(d)(3) of the Code, the Debtor will not receive any discharge of debt in this bankruptcy case.
-

Respectfully Proposed,

PAUL'S AUTO CENTERS, LTD

/s/ Paul Hamiter, Jr.

Paul Hamiter, Jr., Authorized Representative

Respectfully Submitted,

LUSKY & ASSOCIATES, PC.

/s/ Herman A. Lusky

Herman A. Lusky 12702000
4925 Greenville Ave., Ste. 715
Dallas, TX 75206
Voice: 972-386-3900
Fax: 800-208-6389
Email: mail@lusky.com

B. Exhibit B: Identity and Value of Material Assets of Debtor

Cash on hand and in bank	\$59,487.71 ¹
Equipment and Furniture.....	\$12,670.00 ²
Notes Receivable	\$78,340.67 ³
Rental Vehicle Inventory	\$182,260.00 ⁴

¹ As of April 30, 2018 per filed Operating Report. Under the Cash Collateral Order, certain payments including secured payments to Ally Financial, accruing administrative expense attorney's fees, contract payments to Small Dealer Assistance and others were not being paid.

² From Ellis County Central Appraisal District

³ As of April 30, 2018. This amount is "face value" of the notes and without reduction for bad debt experience.

⁴ In April 2018, pursuant to Court Order, the debtor sold a representative sample of 21 of its vehicles (approximately 20% of its inventory). The sale price averaged \$2,336.67 per vehicle. The debtor has 78 remaining vehicles.

C. Exhibit C: Prepetition Financial Statements

NONE.

D. Exhibit D: Most Recently Filed Postpetition Operating Report .

Fill in this information to identify the case:

Debtor Name Paul's Auto Centers, Ltd.

United States Bankruptcy Court for the: Northern District of Texas

Case number: 17-34657☐ Check if this is an amended filing

Official Form 425C

Monthly Operating Report for Small Business Under Chapter 11

12/17

Month: April 2018

Date report filed:

MM / DD / YYYY

Line of business: Auto Rentals

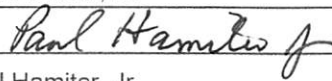
NAISC code:

5321

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: Paul Hamiter, Jr.

Original signature of responsible party



Printed name of responsible party

Paul Hamiter, Jr.**1. Questionnaire**

Answer all questions on behalf of the debtor for the period covered by this report, unless otherwise indicated.

If you answer No to any of the questions in lines 1-9, attach an explanation and label it Exhibit A.

	Yes	No	N/A
1. Did the business operate during the entire reporting period?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Do you plan to continue to operate the business next month?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Have you paid all of your bills on time?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Did you pay your employees on time?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Have you deposited all the receipts for your business into debtor in possession (DIP) accounts?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Have you timely filed your tax returns and paid all of your taxes?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. Have you timely filed all other required government filings?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8. Are you current on your quarterly fee payments to the U.S. Trustee or Bankruptcy Administrator?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9. Have you timely paid all of your insurance premiums?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

If you answer Yes to any of the questions in lines 10-18, attach an explanation and label it Exhibit B.

10. Do you have any bank accounts open other than the DIP accounts?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
11. Have you sold any assets other than inventory?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
12. Have you sold or transferred any assets or provided services to anyone related to the DIP in any way?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
13. Did any insurance company cancel your policy?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
14. Did you have any unusual or significant unanticipated expenses?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
15. Have you borrowed money from anyone or has anyone made any payments on your behalf?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
16. Has anyone made an investment in your business?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Debtor Name Paul's Auto Centers, Ltd.Case number 17-3465717. Have you paid any bills you owed before you filed bankruptcy? ☐ ☒ ☐18. Have you allowed any checks to clear the bank that were issued before you filed bankruptcy? ☐ ☒ ☐**2. Summary of Cash Activity for All Accounts****19. Total opening balance of all accounts**\$ 55,074.60

This amount must equal what you reported as the cash on hand at the end of the month in the previous month. If this is your first report, report the total cash on hand as of the date of the filing of this case.

20. Total cash receipts

Attach a listing of all cash received for the month and label it *Exhibit C*. Include all cash received even if you have not deposited it at the bank, collections on receivables, credit card deposits, cash received from other parties, or loans, gifts, or payments made by other parties on your behalf. Do not attach bank statements in lieu of *Exhibit C*.

Report the total from *Exhibit C* here. (Total Deposits)\$ 48,635.00**21. Total cash disbursements**

Attach a listing of all payments you made in the month and label it *Exhibit D*. List the date paid, payee, purpose, and amount. Include all cash payments, debit card transactions, checks issued even if they have not cleared the bank, outstanding checks issued before the bankruptcy was filed that were allowed to clear this month, and payments made by other parties on your behalf. Do not attach bank statements in lieu of *Exhibit D*.

Report the total from *Exhibit D* here.- \$ 44,221.89**22. Net cash flow**

Subtract line 21 from line 20 and report the result here.

This amount may be different from what you may have calculated as *net profit*.+ \$ 4,413.11**23. Cash on hand at the end of the month**

Add line 22 + line 19. Report the result here.

Report this figure as the *cash on hand at the beginning of the month* on your next operating report.

This amount may not match your bank account balance because you may have outstanding checks that have not cleared the bank or deposits in transit.

= \$ 59,487.71**3. Unpaid Bills**

Attach a list of all debts (including taxes) which you have incurred since the date you filed bankruptcy but have not paid. Label it *Exhibit E*. Include the date the debt was incurred, who is owed the money, the purpose of the debt, and when the debt is due. Report the total from *Exhibit E* here.

24. Total payables\$ 6,463.02*(Exhibit E to previous Reports has not changed and is incorporated herein by reference.)*

Debtor Name Paul's Auto Centers, Ltd.Case number 17-34657**4. Money Owed to You**

Attach a list of all amounts owed to you by your customers for work you have done or merchandise you have sold. Include amounts owed to you both before, and after you filed bankruptcy. Label it *Exhibit F*. Identify who owes you money, how much is owed, and when payment is due. Report the total from *Exhibit F* here.

25. **Total receivables** \$ 61,230.12
(Exhibit F) (Notes Receivable on Vehicles Sold)

5. Employees

26. What was the number of employees when the case was filed? 1
 27. What is the number of employees as of the date of this monthly report? 1

6. Professional Fees

28. How much have you paid this month in professional fees related to this bankruptcy case? \$ 0.00
 29. How much have you paid in professional fees related to this bankruptcy case since the case was filed? \$ 0.00
 30. How much have you paid this month in other professional fees? \$ 0.00
 31. How much have you paid in total other professional fees since filing the case? \$ 0.00

7. Projections

Compare your actual cash receipts and disbursements to what you projected in the previous month. Projected figures in the first month should match those provided at the initial debtor interview, if any.

	Column A		Column B		Column C
	Projected	—	Actual	=	Difference
	Copy lines 35-37 from the previous month's report.		Copy lines 20-22 of this report.		Subtract Column B from Column A.
32. Cash receipts	\$ <u>40,000.00</u>	—	\$ <u>48,635.00</u>	=	\$ <u>-8,635.00</u>
33. Cash disbursements	\$ <u>40,110.29</u>	—	\$ <u>44,221.89</u>	=	\$ <u>-4,111.60</u>
34. Net cash flow	\$ <u>-110.29</u>	—	\$ <u>4,413.11</u>	=	\$ <u>-4,523.40</u>
35. Total projected cash receipts for the next month:					\$ <u>40,000.00</u>
36. Total projected cash disbursements for the next month:					— \$ <u>40,110.00</u>
37. Total projected net cash flow for the next month:					= \$ <u>-110.00</u>

Debtor Name Paul's Auto Centers, Ltd.

Case number 17-34657

8. Additional Information

If available, check the box to the left and attach copies of the following documents.

- ☒ 38. Bank statements for each open account (redact all but the last 4 digits of account numbers).
- ☐ 39. Bank reconciliation reports for each account.
- ☒ 40. Financial reports such as an income statement (profit & loss) and/or balance sheet.
- ☐ 41. Budget, projection, or forecast reports.
- ☐ 42. Project, job costing, or work-in-progress reports.

Page 1 of 5
Primary Account: 6755189640
Beginning April 1, 2018 - Ending April 30, 2018

30

BBVA Compass

21 PAUL'S AUTO CENTERS LTD
508 E ENNIS AVE
ENNIS TX 75119

Contacting Us

Available by phone 24/7

Phone 1-800-266-7277

Online bbvacompass.com

Write BBVA Compass
Customer Service
P.O. Box 10566
Birmingham, AL 35296

Summary of Accounts

Deposit Accounts/ Other Products

Account	Account number	Ending balance last statement	Ending balance this statement
CLEARCHOICE FOR BUSINESS	6755189640	\$55,074.60	\$59,487.71
Total Deposit Accounts		\$55,074.60	\$59,487.71

Page 2 of 5
 Primary Account: 6755189640
 Beginning April 1, 2018 - Ending April 30, 2018

30

BBVA Compass

CLEARCHOICE FOR BUSINESS

Account Number: 6755189640 - PAUL'S AUTO CENTERS LTD

Activity Summary

Beginning Balance on 4/1/18	\$55,074.60
Deposits/Credits (10)	+ \$48,635.00
Withdrawals/Debits (67)	- \$44,221.89
Ending Balance on 4/30/18	\$59,487.71

Transaction History

Date *	Check/ Serial #	Description	Deposits/ Credits	Withdrawals/ Debits	End of Day Balance
4/2	9025	CHECK CLEARED		\$6,000.00	
4/2		BRANCH DEPOSIT	\$6,000.00		
4/2		BRANCH DEPOSIT	\$5,585.00		
4/2	9024	CHECK CLEARED		\$500.00	\$60,159.60
4/3		DEBIT FOR OREILLY AUTO ONLINE PMT CO REF- CKF289317525POS		\$768.38	
4/3		DEBIT FOR TXU ELECTRIC ONLINE PMT CO REF- CKF289317525POS		\$367.01	
4/3		DEBIT FOR DIRECTV ONLINE PMT CO REF- CKF289317525POS		\$224.51	
4/3	9027	CHECK CLEARED		\$6,000.00	\$52,799.70
4/4		DEBIT FOR CHECKCARD XXXXXX2041 04/02/18 MURPHY7010ATWALMART ENNIS TX		\$58.24	
4/4		DEBIT FOR CHECKCARD XXXXXX2165 04/02/18 MURPHY7010ATWALMART ENNIS TX		\$10.00	\$52,731.46
4/5		DEBIT FOR CHECKCARD XXXXXX2041 04/03/18 CORNER STORE 0781 ENNIS TX		\$15.00	
4/5		DEBIT FOR CHECKCARD XXXXXX2041 04/03/18 ABC TIRES ENNIS TX		\$180.00	\$52,536.46
4/6	9026	CHECK CLEARED		\$115.04	
4/6	9028	CHECK CLEARED		\$500.00	
4/6		BRANCH DEPOSIT	\$4,810.00		
4/6		DEBIT FOR CHECKCARD XXXXXX2165 04/04/18 ELLIS CO TX MOTOR VEH C CARROLLTON TX		\$10.65	
4/6		DEBIT FOR CHECKCARD XXXXXX2165 04/04/18 ELLIS CO TX MOTOR VEH C WAXAHACHIE TX		\$387.25	
4/6		DEBIT FOR CHECKCARD XXXXXX2165 04/04/18 MURPHY7010ATWALMART ENNIS TX		\$23.00	\$56,310.52
4/9		CREDIT FOR CHECKCARD XXXXXX2041 04/06/18 SQ *SULLIVAN AUTOMOTIVE Waxahachie TX	\$550.00		
4/9		DEBIT FOR CHECKCARD XXXXXX2041 04/06/18 SQ *SULLIVAN AUTOMOTIVE Waxahachie TX		\$100.00	
4/9		DEBIT FOR CHECKCARD XXXXXX2041 04/06/18 SQ *SULLIVAN AUTOMOTIVE Waxahachie TX		\$450.00	
4/9		DEBIT FOR CHECKCARD XXXXXX2041 04/06/18 SQ *SULLIVAN AUTOMOTIVE Waxahachie TX		\$550.00	
4/9		DEBIT FOR CHECKCARD XXXXXX2041 04/06/18 CORNER STORE 0781 ENNIS TX		\$38.28	
4/9		BRANCH DEPOSIT	\$5,150.00		
4/9		CHECK CLEARED		\$16,000.00	

Page 3 of 5
 Primary Account: 6755189640
 Beginning April 1, 2016 - Ending April 30, 2018

30

BBVA Compass

Date *	Check/ Serial #	Description	Deposits/ Credits	Withdrawals/ Debits	End of Day Balance
4/9		DEBIT FOR CHECKCARD XXXXXX2165 04/06/18 CHRISS AUTO REPAIR ENNIS TX		\$535.50	
4/9	905039	CHECK CLEARED		\$193.50	\$44,143.24
4/10	905032	CHECK CLEARED		\$439.50	\$43,703.74
4/11		DEBIT FOR AT&T UVERSE ONLINE PMT CO REF- CKF289317525POS		\$94.05	
4/11	905037	CHECK CLEARED		\$19.49	
4/11		DEBIT FOR CHECKCARD XXXXXX2165 04/09/18 MURPHY7010ATWALMART ENNIS TX		\$10.00	
4/11		DEBIT FOR CHECKCARD XXXXXX2165 04/09/18 MURPHY7010ATWALMART ENNIS TX		\$34.00	
4/11		DEBIT FOR CHECKCARD XXXXXX2165 04/09/18 CORNER STORE 0781 ENNIS TX		\$9.04	\$43,537.16
4/12		CHECKCARD PURCHASE - Wal-Mart Super C VISA 0286000504/12/18 CARD XXXXXX2041 POS -AT 0286 WAL-SAMS ENNIS TX		\$20.39	
4/12		DEBIT FOR CHECKCARD XXXXXX2041 04/10/18 FRAZER COMPUTING 888-963-5369 NY		\$59.54	\$43,457.23
4/16		DEBIT FOR CHECKCARD XXXXXX2041 04/13/18 CORNER STORE 0781 ENNIS TX		\$13.31	
4/16		DEBIT FOR CHECKCARD XXXXXX2041 04/13/18 MURPHY7010ATWALMART ENNIS TX		\$25.01	
4/16		DEBIT FOR CHECKCARD XXXXXX2041 04/14/18 SPRING MARKET FUEL EDGEWOOD TX		\$31.91	
4/16	9029	CHECK CLEARED		\$750.00	
4/16		BRANCH DEPOSIT	\$8,645.00		
4/16	905036	CHECK CLEARED		\$36.78	
4/16		MAR PAPER STATEMENT FEE		\$3.00	
4/16		MAR BRANCH CASH DEP IMMED VER		\$71.45	
4/16		DEBIT FOR CHECKCARD XXXXXX2041 04/13/18 TWISTED METAL ROD AND C ENNIS TX		\$1,500.00	\$49,670.77
4/17		DEBIT FOR AT&T MOBILITY ONLINE PMT CO REF- CKF289317525POS		\$163.62	
4/17		CHECKCARD PURCHASE - WAL-MART #0286 VISA 2402860104/17/18 CARD XXXXXX2041 POS -AT 700 EAST ENNIS AVE ENNIS TX		\$26.84	\$49,480.31
4/18	905038	CHECK CLEARED		\$3,000.00	
4/18		DEBIT FOR CHECKCARD XXXXXX2041 04/16/18 ABC TIRES ENNIS TX		\$13.00	
4/18		DEBIT FOR CHECKCARD XXXXXX2041 04/18/18 MURPHY7010ATWALMART ENNIS TX		\$25.00	
4/18		DEBIT FOR CHECKCARD XXXXXX2165 04/16/18 MURPHY7010ATWALMART ENNIS TX		\$24.00	\$46,418.31
4/19		DEBIT FOR CHECKCARD XXXXXX2041 04/17/18 MURPHY7010ATWALMART ENNIS TX		\$58.30	
4/19		DEBIT FOR CHECKCARD XXXXXX2041 04/17/18 STEVE S TUNE UP PLUS HUNTSVILLE TX		\$99.00	\$46,261.01
4/20	9031	CHECK CLEARED		\$800.00	
4/20	9030	CHECK CLEARED		\$450.00	
4/20	9032	CHECK CLEARED		\$245.00	
4/20		BRANCH DEPOSIT	\$3,835.00		
4/20		DEBIT FOR CHECKCARD XXXXXX2041 04/18/18 FRANK KENT CHEVROLET ENNIS TX		\$302.53	
4/20		DEBIT FOR CHECKCARD XXXXXX2041 04/18/18 TWISTED METAL ROD AND C ENNIS TX		\$394.00	

Page 4 of 5
 Primary Account: 6755189640
 Beginning April 1, 2018 - Ending April 30, 2018

30

BBVA Compass

Date *	Check/ Serial #	Description	Deposits/ Credits	Withdrawals/ Debits	End of Day Balance
4/20		DEBIT FOR CHECKCARD XXXXXX2165 04/18/18 SPIREON 800-5571449 CA		\$149.50	
4/20		DEBIT FOR CHECKCARD XXXXXX2165 04/18/18 ELLIS CO TX MOTOR VEH C CARROLLTON TX		\$20.85	
4/20		DEBIT FOR CHECKCARD XXXXXX2165 04/18/18 ELLIS CO TX MOTOR VEH C WAXAHACHIE TX		\$758.25	
4/20		DEBIT FOR CHECKCARD XXXXXX2041 04/18/18 MURPHY7010ATWALMART ENNIS TX		\$10.00	\$46,965.88
4/23		DEBIT FOR CHECKCARD XXXXXX2165 04/19/18 CORNER STORE 0781 ENNIS TX		\$10.57	
4/23		DEBIT FOR CHECKCARD XXXXXX2165 04/19/18 CORNER STORE 0781 ENNIS TX		\$13.02	
4/23		DEBIT FOR CHECKCARD XXXXXX2165 04/19/18 CORNER STORE 0781 ENNIS TX		\$15.00	
4/23		DEBIT FOR CHECKCARD XXXXXX2041 04/19/18 CORNER STORE 0781 ENNIS TX		\$10.85	
4/23		DEBIT FOR CHECKCARD XXXXXX2041 04/19/18 CORNER STORE 0781 ENNIS TX		\$12.38	
4/23		DEBIT FOR CHECKCARD XXXXXX2041 04/20/18 CORNER STORE 0781 ENNIS TX		\$22.76	
4/23		BRANCH DEPOSIT	\$5,265.00		
4/23		DEBIT FOR CHECKCARD XXXXXX2041 04/20/18 CHRISS AUTO REPAIR ENNIS TX		\$314.00	
4/23		DEBIT FOR CHECKCARD XXXXXX2165 04/21/18 MURPHY7010ATWALMART ENNIS TX		\$43.50	\$51,788.80
4/25	905043	CHECK CLEARED		\$66.39	\$51,722.41
4/26	905041	CHECK CLEARED		\$29.70	\$51,692.71
4/27	9034	CHECK CLEARED		\$500.00	
4/27	9033	CHECK CLEARED		\$500.00	
4/27		BRANCH DEPOSIT	\$4,840.00		\$55,532.71
4/30		BRANCH DEPOSIT	\$3,955.00		\$59,487.71
Ending Balance on 4/30					\$59,487.71
Totals			\$48,635.00	\$44,221.89	

Please note, certain fees and charges posted to your account may relate to services and/or activity from the prior statement cycle.
 * The Date provided is the business day that the transaction is processed.

Summary of Checks

Checks listed are also displayed in the preceding Transaction History

Date	Check #	Amount	Date	Check #	Amount	Date	Check #	Amount
4/9		\$16,000.00	4/20	9030	\$450.00	4/16	905036 *	\$36.78
4/2	9024 *	\$500.00	4/20	9031	\$800.00	4/11	905037	\$19.49
4/2	9025	\$8,000.00	4/20	9032	\$245.00	4/18	905038	\$3,000.00
4/6	9026	\$115.04	4/27	9033	\$500.00	4/9	905039	\$193.50
4/3	9027	\$8,000.00	4/27	9034	\$500.00	4/26	905041 *	\$29.70
4/6	9028	\$500.00	4/10	905032 *	\$439.50	4/25	905043 *	\$66.39
4/16	9029	\$750.00						

* Indicates break in check sequence

How to Balance Your Account

- Step 1** • Enter all checks, deposits, and other automated teller card (ATM) transactions in your register.
 - Record all automated deductions, debit card transactions and electronic bill payments.
 - Record and deduct service charges, check printing charges, or other bank fees.
 - If you have an interest bearing account, add any interest earned shown on this statement.
- Step 2** • If applicable, sort checks in numerical order and mark in your register each check or other transaction that is listed on this statement.
- Step 3** • List any deposits or credits you have made that do not appear on this statement (see space provided below).
- Step 4** • List any checks you have written, debit card transactions, electronic payments and other deductions that do not appear on this statement (see space provided below).

Date/Description	Amount
Step 3 Total	\$

Date/Description	Check #	Amount
	Step 4 Total	\$

Balancing Your Register to this Statement

- | | | |
|---------------|---|----|
| Step 5 | • Enter the "current balance" shown on this statement | |
| | • Add total from Step 3 | |
| | • Subtotal | |
| | • Subtract total from Step 4 | |
| | • This balance should equal your register balance | |
| | If it does not agree, see steps below | \$ |

If your account does not balance, review the following:

Check all your addition and subtraction above in your register. Make sure you remembered to subtract service charges listed on this statement and add any interest earned to your register. Amounts of deposits and withdrawals on this statement should match your register entries.

If you have questions or need assistance, please refer to the phone number on the front of this statement.

Change of Address

Change of Address
Please call us at the telephone number listed on the front of this statement to tell us about a change of address.

Electronic Transfers (for consumer accounts only)

In case of errors or questions about your Electronic Transfers, write to BBVA Compass Bank, Operations Compliance Support, P.O. Box 10666, Birmingham, AL 35296. Or simply call your local customer service number printed on the front of this statement. Call or write as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer on the statement or receipt. We must hear from you no later than 60 days after we sent the first statement on which the error or problem appeared.

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

We will investigate your complaint and will correct any error promptly. If we take more than 10 business days (20 on claims on accounts opened less than 30 calendar days) to do this, we will credit your account for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation.

*For Non-Consumer Account customers, please refer to your current Non-Consumer Account Agreement for details regarding Electronic Fund Transfers.

Overdraft Protection

Calculation of Interest Charge and Balance Subject to Interest Rate. The interest charge is computed using your annual percentage rate divided by 365 or, in the case of a leap year, 366, which gives you the "Applicable Rate." Although we calculate the interest charge by applying the Applicable Rate to each daily balance, the interest charge can also be calculated by multiplying the "Average Daily Rate" by the "average daily balance" ("Balance Subject to Interest Rate") shown on the statement. The "Average Daily Rate" is the Applicable Rate divided by the number of days in the billing cycle. To get the "Balance Subject to Interest Rate," shown on this statement we add all payments and credits to your account less any unpaid finance charges each day, add any new advances or debits, and subtract any payments or credits. This gives us the daily balance. Then we add all the daily balances for the billing cycle and divide by the number of days in the billing cycle. This gives us the "Average Daily Rate." The "Average Daily Rate" multiplied by the "Balance Subject to Interest Rate" gives you the interest charge shown on the statement as "Balance Subject to Interest Rate."

Payments. Payments to your overdraft account should be made by the end of the business day deposited at our automated teller machines (ATM) Monday through Friday before the posted cut-off time will be posted to your account on the date they are accepted. Otherwise, they will be posted on the next business day. Payments made through our ATM's via a funds transfer will be posted on the date they are received or on the next business day if made after 6pm CT (6pm MT/PT). Payments received after 6pm CT/PT will be posted to your account Monday through Friday or anytime Saturday, Sunday or other holidays. BBVA Compass bank business days are Monday through Friday, excluding holidays.

In Case of Errors or Questions About Your Statement (Overdraft Protection Only)

If you think your statement is wrong, or if you need more information about a transaction on your statement, write your issue on a separate document and send it to Bankcenter Corp., P.O. Box 2210, Decatur, AL 35699-0001. Telephone inquiries may be made by calling your local BBVA Compass branch listed on the front of this statement to speak with a Customer Service Representative. Please note: a telephone inquiry will not preserve your rights under federal law. We must hear from you no later than sixty (60) days after we sent you the first statement on which the error or problem appeared.

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

You can stop the automatic deduction of the Minimum Payment from your checking account if you think your statement is wrong. To stop the payment, your letter must reach us three (3) business days before the automatic deduction is scheduled to occur.

Reporting Other Problems

Please review your statement carefully. It is essential that any account errors or any improper transactions on your account be reported to us as soon as reasonably possible. If you fail to notify us of any suspected problems, errors or unauthorized transactions within the time periods specified in the deposit account agreement, we are not liable to you for any loss related to the problem: error or unauthorized transaction.

BBVA Compass is a trade name of Compass Bank, a member of the BBVA Group.
Compass Bank. Member FDIC.

SOA Exhibit F

Page: 1

Report: R-3-2-3-B

CUSTOMER LISTING

As of: 5/01/18

BUY HERE PAY HERE CUSTOMERS WITH BALANCES

NAME, SALE DATE, PHONE	STOCK	CURRENT DUE	CONTRACT BALANCE	PICK-UP NOTE	TOTAL	LAST TWO PAYMENTS	DUE DATE	PRINCIPAL
BEAVER, APRIL ANN	A 829	720.00	11,319.98		11,869.98	4/30/18 100.00	3/16/18	8,872.98
5/12/17 (h) 214-301-8330 (w)			(o) 214-301-8330 (o)			4/13/18 200.00		
BOWLES, TAMMI ANN	A 901	0.00	15,799.16		15,799.16	4/24/18 200.00	5/07/18	11,191.20
5/08/17 (h) 469-843-1750 (w)			(o) 469-843-1750 (o)			4/11/18 200.00		
BORTON, NATRICIA LAMELL	A 810	1,040.00	11,430.00		12,685.00	4/23/18 200.00	3/02/18	8,980.74
5/12/17 (h) 572-921-9125 (w)			(o) 205-826-7989 (o)			3/24/18 200.00		
MACIAS, OLGA ESTRADA	A 914	0.00	11,599.95		11,599.95	4/27/18 200.00	5/04/18	9,038.68
7/21/17 (h) 214-949-0359 (w)			(o) 214-949-0359 (o)			4/21/18 100.00		
MATA, RAFAELA	A 854	0.00	10,600.00		10,600.00	4/27/18 100.00	5/04/18	8,425.72
5/12/17 (h) 214-815-6208 (w)			(o)			4/20/18 100.00		
MURPHY, DONALD LEE	A 820	320.00	11,013.56		11,018.56	4/26/18 200.00	4/13/18	8,774.77
5/19/17 (h) 469-732-4691 (w)			(o) 469-732-4691 (o)			4/16/18 150.00		
SMITH, BETTY CHERRY	A 879	50.00	2,993.02		3,893.02	4/28/18 100.00	4/27/18	2,795.05
5/12/17 (h) 469-245-2224 (w)			(o) 469-245-2224 (o)			4/20/18 150.00		
UZZEL, ROBERT LESLEY	A 885	473.36	3,425.00		3,435.00	4/20/18 200.00	3/30/18	3,150.98
5/01/17 (h)	(w)		(o) 469-285-0927 (o) 469-285-0928			4/03/18 100.00		
TOTALS:		2,603.36	78,380.67		80,900.67			61,230.12
TOTAL COUNT ON REPORT: 8								
AVERAGES:		325.42	9,797.58		10,112.58			7,653.77

Paul's Auto Centers, LTD
Paul's Auto Sales and Car Rentals
Statement of Revenues and Expenses
Apr-18

Income	
Sales	\$48,635.00
Miscellaneous Expenses	
Loan Payments, Etc.	\$22,000.00
Draw In Pay	\$6,000.00
Expense	
Advertising	
Building & Shop Maintenance	\$706.67
Fuel	\$508.17
Insurance	\$633.00
Interest	
Office	\$1,133.99
Outside Labor & Repairs	\$5,709.50
Professional	
Rent	\$3,000.00
Property, TTL Fees & VIT Tax	\$2,045.49
Towing, Transport & Recovery	\$1,550.00
Utilities	\$935.07
Total Expense	\$44,221.89
Net Income	\$4,413.11

E.**Exhibit E: Liquidation Analysis****Plan Proponent's Estimated Liquidation Value of Assets**

Assets		
a.	Cash on hand	\$55,000
b.	Accounts receivable	\$30,000 ¹
c.	Inventory	\$182,260
d.	Office furniture and equipment	\$200
e.	Machinery and equipment	\$2000
f.	Automobiles (non inventory)	\$27,500
g.	Building and land	\$
h.	Customer list	\$
i.	Investment property (such as stocks, bonds or other financial assets)	\$
j.	Lawsuits or other claims against third-parties	\$
K	Other intangibles (such as avoiding powers actions)	\$
Total Assets at Liquidation Value		\$211,960.00
Less:	Secured creditors' recoveries	— \$211,960
Less:	Chapter 7 trustee fees and expenses	— \$
Less:	Chapter 11 administrative expenses	— \$25,000
Less:	Priority claims, excluding administrative expense claims	— \$
[Less:	Debtor's claimed exemptions]	— \$
(1)	Balance for unsecured claims	\$0.00
(2)	Total dollar amount of unsecured claims	\$21,646
Percentage of claims which unsecured creditors would receive or retain in a chapter 7 liquidation:		0%
Percentage of claims which unsecured creditors will receive or retain under the Plan:		100% [Divide (1) by (2)]

¹ Adjusted for present value and collectability.

Exhibit F: Cash on hand on the effective date of the Plan

Cash on hand on effective date of plan	\$55,000
Less: Amount of administrative expenses payable on effective date of the Plan	— \$25,000
Less: Amount of statutory costs and charges	— \$
Less: Amount of cure payments for executory contracts	— \$0
Less: Other Plan payments due on effective date of the Plan	— \$0
Balance after paying these amounts	\$30,000
The sources of the cash Debtor will have on hand by the effective date of the Plan are estimated as follows:	
Cash in Debtor's bank account now	\$59000
Net earnings between now and effective date of the Plan [State the basis for such projections]	-\$4000
Borrowing [Separately state terms of repayment]	\$
Capital contributions	\$
Other	\$
Total (This number should match "cash on hand" figure noted above)	\$55000

Exhibit G: Projections of Cash Flow for Post-Confirmation Period

PAUL'S AUTO CENTERS, LP

One Year Pro Forma

INCOME	\$450,000
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EXPENSESGeneral Operating Expenses

Advertising	\$1,000
Building & Shop Maintenance	\$7,500
Salaries (Hamiter)	\$72,000
Fuel	\$7,200
Insurance	\$9,500
Office Expense	\$7,500
Outside Repairs, Parts & Labor	\$90,000
Rent	\$36,000
Towing & Transport	\$6,000
Utilities	\$12,000
Property, TTL, Sales & VIT Taxes	\$30,000

Plan Payments

Next Gear	\$92,555
Automotive Finance	\$21,000
Small Dealers Assistance`	\$20,000
Ally Financial	\$12,000
Mantis Financial	\$2,270
General Unsecured	\$6,000
Professional Expense (not counting Bankruptcy Admin. Expenses)	\$6,000

TOTAL	\$438,525
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