

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

IN RE: §
§
BENFER STORAGE LLC § **CASE NO. 17-32767-H4**
§
DEBTOR. § **(SMALL BUSINESS CHAPTER 11)**

**CHAPTER 11 SMALL BUSINESS DISCLOSURE
STATEMENT BY BENFER STORAGE LLC**

THIS DISCLOSURE STATEMENT IS SUBMITTED TO ALL CREDITORS AND INTEREST HOLDERS OF THE DEBTOR ENTITLED TO VOTE ON THE CHAPTER 11 PLAN OF REORGANIZATION SUBMITTED BY BENFER STORAGE LLC AND CONTAINS INFORMATION THAT MAY AFFECT YOUR DECISION TO VOTE TO ACCEPT OR REJECT THE PLAN. THE PURPOSE OF THIS DISCLOSURE STATEMENT IS TO PROVIDE ADEQUATE INFORMATION AS REQUIRED BY THE BANKRUPTCY CODE CONCERNING THE PLAN. ALL CREDITORS AND INTEREST HOLDERS ARE URGED TO READ THE ENTIRE DISCLOSURE STATEMENT AND PLAN CAREFULLY.

ON THE 27TH OF SEPTEMBER, 2017, THE BANKRUPTCY COURT WILL CONSIDER APPROVAL OF THIS DISCLOSURE STATEMENT AS CONTAINING ADEQUATE INFORMATION UNDER 1125(b) OF THE BANKRUPTCY CODE. SOLICITATION OF ACCEPTANCES OR REJECTIONS OF THE PLAN DESCRIBED HEREIN IS BEING SOUGHT FROM CREDITORS AND INTEREST HOLDERS WHOSE CLAIMS AGAINST, AND INTERESTS IN, THE DEBTOR ARE IMPAIRED UNDER THE PLAN.

CREDITORS AND INTEREST HOLDERS ENTITLED TO VOTE ON THE PLAN ARE URGED TO VOTE IN FAVOR OF THE PLAN AND TO RETURN THE COMPLETED BALLOT INCLUDED WITH THIS DISCLOSURE STATEMENT IN THE ACCOMPANYING ENVELOPE ADDRESSED TO CORRAL TRAN SINGH, LLP ATTN: SUSAN TRAN, 1010 LAMAR STREET, SUITE 1160, HOUSTON, TEXAS, 77002, NOT LATER THAN SEPTEMBER 20, 2017.

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I. INTRODUCTION

1.1. General Information

This is the disclosure statement (the "Disclosure Statement") under section 1125 of the Bankruptcy Code in the small business chapter 11 case of Benfer Storage LLC (hereinafter "Benfer"), Debtor and Debtor-in-Possession (the "Debtor"). This Disclosure Statement contains information about the Debtor and describes the Small Business Chapter 11 Plan of Reorganization (the "Plan") filed by Benfer on July 28, 2017. A full copy of the Plan is attached to this Disclosure Statement as **Exhibit A**. *Your rights may be affected. You should read the Plan and this Disclosure Statement carefully and discuss them with your attorney. If you do not have an attorney, you may wish to consult one.*

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 Benfer 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. This Disclosure Statement is not intended to replace a careful review and analysis of the Plan, including the specific treatment of Claims and Equity Interests under the Plan. It is submitted as an aid and supplement to your review of the Plan and to explain the terms of the Plan. If any questions arise you are urged to contact counsel for the Debtor.

1.2. Frequently Asked Questions

1.2.1. What is Benfer Storage LLC?

Benfer Storage LLC is a for-profit Texas limited liability company located at 5135 Mittlestedt, Houston, Texas, 77069 ("Mittlestedt Property") incorporated on or about August 13, 2015. Debtor was founded by Alberto Bernardoni and Bettania Whittle, the Debtor's managers and sole equity interest holders. Benfer operates a commercial storage center and mini storage units on the Mittlestedt Property and offers numerous indoor units with outdoor storage options.

Below are the storage units operated by the Debtor:



1.2.2. What is Chapter 11 Bankruptcy?

Financially distressed businesses reorganize their debts or liquidate their assets under Chapter 11 of the United States Bankruptcy Code. Commencement of a case under Chapter 11 creates an "estate" which contains all legal and equitable interest of the debtor as of the date of filing. During a Chapter 11 bankruptcy case, the debtor remains in possession of its assets unless the Court orders appointment of a trustee; in this case, no trustee has been appointed.

The Court has not yet confirmed the Plan described in this Disclosure Statement. This section describes the procedures pursuant to which the Plan will or will not be confirmed.

1.2.3 Has the Bankruptcy Court approved this Disclosure Statement?

No. On the 27th of September, 2017, the Bankruptcy Court will consider whether this Disclosure Statement contains adequate information. "Adequate information" means information of a kind, and in sufficient detail, as far as practicable, considering the nature and history of the Debtor and the condition of the Debtor's books and records, to enable a hypothetical investor or holders of claims or interests to make an informed decision of whether to vote to accept or reject the Plan. The Bankruptcy Court's approval of this Disclosure Statement is not an endorsement of any of the representations contained in either the Disclosure Statement or the Plan.

1.2.4. How do I know how my Claim or Interest is classified?

In order to determine the classification of your Claim or Interest, you must determine the nature of your Claim or Interest. Under the Plan, Claims and Interests are classified into a series of classes and the relevant articles and sections of the Disclosure Statement and Plan disclose the treatment that each class of Claims or Interests will receive if the Plan is confirmed.

1.2.5. How does the Plan get confirmed?

Under the Bankruptcy Code, confirmation of the Plan requires at least one class of impaired Claims or Interests vote to accept the Plan. Acceptance by a Class of claims or interests mean that at least two-thirds in the total dollar amount and more than one-half in number of the allowed Claims or Interests actually voting in the class vote in favor of the Plan. Because only those claims or interests who vote on a plan will be counted for purposes of determining acceptance or rejection of a plan by an impaired class, a plan can be approved with the affirmative vote of members of an impaired class who own less than two-thirds in amount and one-half in number of the claims/interests. Besides acceptance of the Plan by each class of impaired creditors or interests, a bankruptcy court must also find that the Plan meets a number of statutory requirements provided by the Bankruptcy Code before the plan is confirmed. These requirements and statutory tests are designed to protect the interests of the holders of the impaired claims or interests who do not vote to accept the plan but who will be bound by the Plan's provisions if the Plan is confirmed by the Bankruptcy Court. If one or more classes vote to reject the Plan, the Debtor may still request that the Bankruptcy Court confirm the Plan pursuant to section 1129(b) of the Bankruptcy Code. In order to confirm a plan not accepted by all classes, the plan proponent must demonstrate that the plan does not discriminate unfairly, is fair and equitable with respect to each class of claims or interests that is impaired under and that has not accepted the plan.

1.2.6. When is the deadline to return my ballot?

The Bankruptcy Court has directed that your ballot must be received by 5:00 p.m. CST on September 20, 2017 and returned in the enclosed envelope to Corral Tran Singh, LLP, ATTN: Susan Tran, 1010 Lamar Street, Suite 1160, Houston, Texas 77002.

1.2.7. When and where is the hearing to confirm the Plan?

The hearing at which the Court will determine whether to confirm the Plan will take place on September 27, 2017 at 2:00 p.m. in courtroom 600, at 515 Rusk, Houston, Texas, 77002 in front of the Honorable Judge Jeff Bohm.

1.2.8. When is the deadline to file an objection to confirmation of the Plan?

Objections to confirmation of the Plan must be filed with the Court and served upon Corral Tran Singh, LLP, ATTN: Susan Tran, 1010 Lamar Street, Suite 1160, Houston, Texas 77002 by 5:00 p.m. CST on September 20, 2017.

II. BACKGROUND

2.1. Description and History of the Debtor's Business.

Since 2015, Benfer has been engaged in the business of operating commercial storage units and mini-warehouses. A prospective customer is able to rent units of varying sizes by either calling the Debtor or renting the units through the Debtor's website at www.benferstorage.com.

Below are the different storage options that Benfer offers:

The screenshot displays the Benfer Storage website's 'Rent Storage' section. At the top, there is a navigation bar with the Benfer Storage logo, phone number (832-692-1994), and a 'Make a Payment/Login' button. Below the navigation bar are links for 'Home', 'Map', 'Rent Storage', 'Contact Us', and 'Benfer Storage Policies'. The main content area is titled 'Rent Storage' and includes a sub-header 'Browse our available units below, select one, and hit rent now!'. There are six storage unit options listed:

- Standard Indoor Unit (5.0x10.0x8.0)**: Free up space in your home and garage, store boxes and extra furniture. Bicycles or even motorcycles fit too. Price: \$55 / month. Status: Rent Now. Reserve Now for Free!
- Standard Indoor Unit Need More! (10.0x20.0x8.0)**: Re-decorating, store an entire room, ideal for saving baby furniture or children's furniture until needed again. Down-sizing but saving. Price: \$129 / month. Status: Rent Now. Reserve Now for Free!
- Standard Indoor Unit When Big is the Only Way (10.0x30.0x8.0)**: Large enough for favorite hobby items. Great solution for business that need more space eBay sellers can setup an entire store while they wait for the orders to come in. Price: \$140 / month. Status: Waiting List.
- Standard Indoor Unit Whole House (10.0x40.0x8.0)**: Store everything you own and take a long vacation trip to the paradise of your dreams. Price: \$220 / month. Status: Waiting List.
- Standard Indoor Unit Plus (10.0x10.0x8.0)**: Building your perfect home? Need to store furniture while you wait? This is a good place to have extra storage space. Price: \$99 / month. Status: Waiting List.
- Outdoor Storage (10.0x20.0x8.0)**: Affordable storage solution for boats, trailers, cars, motorcycles, RV's. Park here to abide by homeowner association regulations or apartment homes that do not provide additional parking. Price: \$65 / month. Status: Rent Now. Reserve Now for Free!

At the bottom of the page, there is a red footer bar containing a 'Contact Us' link and the Benfer Storage address: 5135 Mittlesteadt Rd, Houston TX 77069, with the phone number 832-692-1994.

2.2. Insiders of the Debtor.

Bettania Whittle and Alberto Bernardoni are the sole managers and members of the Debtor.

2.3. Management of the Debtor Before and During the Bankruptcy.

Since Benfer was incorporated in 2015, the officers, directors, managers or other person in control of the Debtor were Bettania Whittle ("Whittle") and Alberto Bernardoni ("Bernardoni"), who were the sole owners of the Debtor. After the effective date of the order confirming the Plan, the ownership and management will remain with Whittle and Bernardoni.

2.4. Events Leading to Chapter 11 Filing and Significant Events During the Bankruptcy Case.

Debtor purchased the Mittlestedt Property on or about the 23rd of April, 2015 from Donald and Mary Ann Hausman and financed the purchase via owner financing (the "Hausman Loan"). On or about April 20, 2015, Debtor also entered into a second deed of trust, secured by the Mittlestedt Property, in favor of Quest IRA, Inc. who later assigned its interest to CPC Quest IRA Holdings, LLC ("CPC"). Due to the acceleration of the Hausman Loan, CPC purchased the Hausman Loan sometime in April, 2017.

Debtor sought emergency relief under Chapter 11 on May 1, 2017 (the "Petition Date"), due to the acceleration and imminent foreclosure of the Mittlestedt Property by CPC, the first and second lienholder.

2.4.1. Significant Events During the Chapter 11

2.4.1.1. First-Day Pleadings

On the Petition Date, Benfer filed its Application to Employ Corral Tran Singh, LLP as Counsel for the Debtor pursuant to 11 U.S.C. § 327(a). Employment of Corral Tran Singh, LLP was authorized on May 24, 2017.

2.4.1.2 Use of Cash Collateral

On the Petition Date, Benfer filed an Emergency Motion for Interim and Final Orders (I) Authorizing Use of Cash Collateral Pursuant to 363(c); (II) Granting Adequate Protection for the Use of Cash Collateral; and (III) Scheduling a Final Hearing Pursuant to Bankruptcy Rule 4001 as to Use of Cash Collateral. Interim use of Cash Collateral was authorized through May 18, 2016. The Court entered its Final Order authorizing the use of Cash Collateral through August 31, 2017.

2.5. The Absolute Priority Rule.

The “absolute priority rule” is the rule that states that the holder of any claim or interest that is junior to the claims of an impaired unsecured class of creditors will not receive or retain under the plan on account of their junior claim or interest any property (in this case, the ownership of the Debtor) if the unsecured class of creditors oppose the Plan. Pursuant to the liquidation analysis, the unsecured creditors would receive very little if this bankruptcy proceeding was converted to a Chapter 7 proceeding, but in this Chapter 11 proceeding, they will be receiving 100% of their claims. Since the Plan of Reorganization satisfies the absolute priority rule, if the general unsecured creditors do not support the Plan of Reorganization by voting “yes” for the Plan, the Plan of Reorganization may still be approved by the Court.

2.6. Benfer's Assets

On the Petition Date, the Debtor's most valuable tangible assets consisted of the Mittlestedt Property and its checking accounts. On May 15, 2017, the Debtor filed with the Bankruptcy Court its Schedule of Assets and Liabilities and Statement of Financial Affairs (collectively, the "Schedules"). The Schedules contain a detailed listing of the Debtor's assets and liabilities based on its books and records. A copy of the Schedules is available from the Clerk's office or from the Debtor upon written request.

2.7. Liabilities and Claims against Benfer.

The following table sets forth the potential secured claims in Benfer 's case:

2.7.1. 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 11 U.S.C. § 506. 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 pre-petition claims and their proposed treatment under the Plan:

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 table sets forth the potential secured claims in Benfer 's case:

Claimant	Scheduled Claim	Filed Claim
CPC Quest IRA Holdings LLC	\$805,110.30	
Chaviva LLC	\$120,000.00	
Harris County et al		\$7,149.20
Klein ISD		\$12,895.23

2.7.2. General Unsecured Claims.

The following table sets forth the potential general unsecured claims in Benfer 's case:

Claimant	Scheduled Claim	Filed Claim
Chaviva LLC	\$80,000.00	
Comcast	\$500.00	
Sowell, Alvares, Walls PLLC	\$5,000.00	

Debtor may file objections to several proofs of claims and should any additional or amended proofs of claims be filed, the Debtor will review such claims and may file additional objections.

2.8. Projected Recovery of Avoidable Transfers.

The Debtor does not know of any preferences, fraudulent transfers, or other avoidable actions that need to be pursued.

2.9. Claim 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.

III. SUMMARY OF PLAN OF REORGANIZATION AND TREATMENT OF CLAIMS AND EQUITY INTERESTS

3.1. What is the Purpose of the Plan of Reorganization?

As required by the United States Bankruptcy Code (“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 interest is impaired or unimpaired. If the Plan is confirmed, your recovery will be limited to the amount provided by the Plan.

3.2. Unclassified Claims.

Certain types of claims 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.

3.2.1 Administrative Claims.

Administrative expenses are costs or expenses of administering the Debtor’s Chapter 11 case which are allowed under 11 U.S.C. 507(a)(2). Administrative expenses also 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. 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. Pursuant to section 1123(a)(1) of the Bankruptcy Code, certain Administrative Claims and Priority Tax Claims have not been classified and thus are excluded from the Classes of Claims and Interests set forth in this Article. These unclassified Claims are treated as follows:

The United States Trustee fees will continue to be paid through the date this case is closed. Further, the Debtor shall file monthly operating reports through the date this case is closed.

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

<u>Type</u>	<u>Estimated Amount Owed</u>	<u>Proposed Treatment</u>
Professional Fees for Debtor’s Counsel	\$5900.00 ¹	Debtor proposes to pay the remaining Professional Fees with monthly payments of \$1000.00 until the Professional Fees for Debtor's counsel is paid.

¹ Counsel for Debtor has not yet submitted a Fee Application but will file one shortly thereafter.

3.2.2. 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:

3.2.2.1 Class 1 - Secured Claims. Class 1 is comprised of the Allowed Secured Claim of CPC Quest IRA Holdings, LLC.

3.2.2.2. Class 2 - Miscellaneous Secured Claims. Class 2 is comprised of Allowed Secured Claim of Chaviva LLC.

3.2.2.3. Class 3 - Ad Valorem Tax Claims. Class 3 is comprised of the Allowed Secured Ad Valorem Tax Claims against Benfer which include the claims of Klein ISD and Harris County *et al.*

3.2.2.4. Class 4 - General Unsecured Claims. Class 4 is comprised of the Allowed General Unsecured Claims against Benfer.

3.2.3.5. Class 5 - Subordinated Claims. Class 5 is comprised of all Allowed Subordinated Claims against Benfer.

3.2.3.6. Class 6 - Equity Interest Holders. Class 6 is comprised of all Allowed Equity Interests in Benfer.

IV. IMPAIRMENT OF CLASSES & RESOLUTION OF CLAIM CONTROVERSIES

4.1. Impaired Classes entitled to vote.

Only holders of Claims which are in impaired Classes may vote on the Plan. The following Classes of Claims and Interests are impaired under the Plan:

4.1.1 Class 1 - Secured Claims.

4.1.2. Class 2 - Miscellaneous Secured Claims.

4.1.3. Class 3 - Ad Valorem Tax Claims.

4.1.4. Class 4 - General Unsecured Claims.

4.1.5. Class 5 - Subordinated Claims.

4.1.6. Class 6 - Equity Interest Holders.

4.2. Unimpaired Classes & Classes not entitled to vote.

Holders of the Claims that are unimpaired are deemed to have accepted the proposed Plan and are not entitled to Vote on the Plan. The following not entitled to vote on the plan either because such classes are not impaired or not entitled to vote pursuant to the Bankruptcy Code.

4.2.1. Class 6 - Equity Interest Holders of Benfer.

4.3. Claim Controversies.

Should a controversy or dispute arise relating to the classification, impairment, or voting rights of any Creditor or Interest Holder under the Plan, prior to confirmation, the Bankruptcy Court may, after notice and a hearing, determine such controversy. The Bankruptcy Court may estimate, for voting purposes, the amount of any contingent or unliquidated claim, or fixing or liquidation of which, as the case may be, would unduly delay the administration of the Chapter 11 bankruptcy. The Bankruptcy court may conduct a valuation hearing pursuant to section 506(b) of the Bankruptcy Code to determine the Allowed Amount of any Secured Claim.

V. TREATMENT OF CLAIMS AND EXECUTORY CONTRACTS

5.1. Treatment of Impaired Classes.

5.1.1. Treatment of Secured Claims.

In full and complete satisfaction, commencing thirty (30) days from the Effective Date, Holders of Secured Claims in Class 1 against the Debtor shall be paid their respective claims in Cash within 60 days with interest bearing at the Plan Rate. In the event of any failure of the Reorganized Debtor to timely make its required plan payments to the Holders of Allowed Claims in this Class, which shall constitute an event of default under the Plan as to these Claimants, they shall send Notice of Default to the Reorganized Debtor. If the default is not cured within thirty (30) days of the date of such notice, the Holders of Allowed Claims may proceed to collect all amounts owed pursuant to state law without further recourse to the Bankruptcy Court. The holders of Claims in Class 1 only required to send two (2) Notices of Default, and upon the third event of default, Claimants may proceed to collect all amounts owed under state law without recourse to the Bankruptcy Court and without further notice. Upon payment of the Claims in Class 1, Holders of Allowed Claims in Class 1 will immediately file and record a release of its respective lien with the real property records of Harris County, Texas within ten (10) business days with Claimant with costs bearing on the Claimant.

5.1.2. Treatment of Miscellaneous Secured Claims.

In full and complete satisfaction, commencing thirty (30) days from the Effective Date, Holders of Secured Miscellaneous Claims in Class 2 against the Debtor shall be paid in full by Cash within 60 days with interest bearing at the Plan Rate. In the event of any failure of the Reorganized Debtor to timely make its required plan payments to the Holders of Allowed Claims in this Class, which shall constitute an event of default under the Plan as to these Claimants, they shall send Notice of Default to the Reorganized Debtor. If the default is not cured within thirty

(30) days of the date of such notice, the Holders of Allowed Claims may proceed to collect all amounts owed pursuant to state law without further recourse to the Bankruptcy Court. The holders of Claims in Class 2 only required to send two (2) Notices of Default, and upon the third event of default, Claimants may proceed to collect all amounts owed under state law without recourse to the Bankruptcy Court and without further notice. Upon payment of the Claims in Class 2, Holders of Allowed Claims in Class 2 will immediately file and record a release of its respective lien with the real property records of Harris County, Texas within ten (10) business days with Claimant with costs bearing on the Claimant.

5.1.3. Treatment of Ad Valorem Tax Claims.

Holders of Allowed Claims in Class 3 shall be paid in Cash in 60 monthly equal installments commencing 30 days from the Petition Date with interest bearing per the applicable non-bankruptcy statutory law. Holders of Allowed Claims in Class 4 shall retain all liens it currently holds, whether for pre-petition tax years or for the current tax year, on any property of the Debtor until it receives payment in full of all taxes, and interest owed to them under the provisions of this Plan, and their lien position shall not be diminished or primed by any Exit Financing, if any, approved by the Court in conjunction with the confirmation of this Plan. In the event of any failure of the Reorganized Debtor to timely make its required plan payments, or subsequent ad valorem taxes in the ordinary course to the Holders of Allowed Claims in this Class, which shall constitute an event of default under the Plan as to these Claimants, they shall send Notice of Default to the Reorganized Debtor. If the default is not cured within thirty (30) days of the date of such notice, the Holders of Allowed Claims may proceed to collect all amounts owed pursuant to state law without further recourse to the Bankruptcy Court. The taxing authorities are only required to send two (2) notices of default, and upon the third event of default, the taxing authorities may proceed to collect all amounts owed under state law without recourse to the Bankruptcy Court and without further notice.

5.1.4. Treatment of General Unsecured Claims.

In full and complete satisfaction, commencing thirty (30) days from the Effective Date, Holders of General Unsecured Claims in Class 4 against the Debtor shall be paid in full by Cash within 60 days. The holders of Claims in Class 4 are only required to send two (2) Notices of Default, and upon the third event of default, Claimants may proceed to collect all amounts owed under state law without recourse to the Bankruptcy Court and without further notice.

5.2. Treatment of Unimpaired Classes.

Holders of the Claims that are unimpaired are deemed to have accepted the proposed Plan and are not entitled to Vote on the Plan. The following not entitled to vote on the plan either because such classes are not impaired or not entitled to vote pursuant to the Bankruptcy Code. Equity Interest Holders of Benfer will retain their stock in the Reorganized Debtor.

VI. MEANS OF IMPLEMENTATION & RISKS ASSOCIATED WITH PLAN

6.1. Source of Payments.

Payments and distributions under the Plan will be funded by Benfer's existing Cash on hand, Capital Injection, and Exit Financing. Debtor's Exit Financing and Capital Injection shall occur simultaneously, not to occur later than thirty (30) days from the Effective Date, in order to effectuate payment of all Allowed Claims of the Debtor as provided in this Plan.

6.2. Post-confirmation Management.

The Post-Confirmation Management of the Debtor will remain with Whittle and Bernardoni.

6.3. Risk Factors.

The proposed Plan has the following risks: the Debtor has been approved for Exit Financing; however, the proposed lender may not be able to finance the Debtor within the timeline provided in the Plan.

6.4. 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.

6.4.1. Taxation Generally.

This discussion is for informational purposes and does not constitute tax advice. The federal income tax consequence of implementation of the Plan to a holder of a Claim will depend on (i) whether the Claim constitutes a debt or security for federal income tax purposes, (ii) whether the holder of the Claim receives consideration in more than one tax year, (iii) whether the holder of the Claim is a resident of the United States, (iv) whether the consideration received by the holder of the Claim is part of an integrated transaction, (v) whether the holder of the Claim utilizes an accrual or cash method of accounting, and (vi) whether the holder has previously taken a bad debt deduction or worthless security deduction with respect to the Claim.

The federal, state, and foreign tax consequences of the Plan are complex and in many areas, uncertain, therefore you are urged to consult a Tax Professional. The Estate of the Debtor will incur neither a capital gain nor loss due to the implementation of the Plan. The Debtor will not recognize any income to the extent of forgiveness of debt under this Plan.

VII. EXECUTORY CONTRACTS AND UNEXPIRED LEASES

The Plan lists all executory contracts and unexpired leases that the Debtor will assume under the Plan. Assumption means that 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.

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

All executory contracts and unexpired leases that are not listed 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.

VIII. CAUSES OF ACTION

8.1. Preferences.

Pursuant to the Bankruptcy Code, the Debtor may recover certain preferential transfers of property, including cash, made while insolvent during the 90 days immediately prior to the filing of the petition with respect to pre-existing debts, to the extent the transferee received more than it would have in respect to the pre-existing debt had the Debtor been liquidated under Chapter 7 of the Bankruptcy Code. In the case of "insiders," the Bankruptcy Code provides for a one-year look back preference period. There are certain defenses these actions such as transfers made in the ordinary course of the Debtor's business. Additionally, a defense may exist if the transferee extended credit after the transfer.

8.2. Fraudulent Transfers.

Under the Bankruptcy Code and state law, Benfer may recover certain transfers of property, including the grant of a security interest in property, made while insolvent or which rendered it insolvent. Benfer has conducted a limited analysis of potential recoveries under Chapter 5 of the Bankruptcy Code and concluded that potential claims may exist. All avoidance actions and rights pursuant to sections 506(c), 510, 542, 544, 545, 549 of the Bankruptcy Code.

IX. CONFIRMATION REQUIREMENTS AND PROCEDURES

To be confirmable, the Plan must meet the requirements listed in § 1129(a) or (b) of the Code. These include the requirements that: the Plan must be proposed in good faith; 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 requires are not the only requirements listed in § 1129, and they are not only the requirements of 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 of confirmation are not met. Any insider's vote will not be counted.

Many parties in interest, however, are not entitled to vote or accept or reject the Plan. A creditor or equity interest holder has a right to vote for or against the Plan only if the creditor or equity interest holder has a claim or equity interest that is both (1) allowed or allowed for voting purposes and (2) 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 (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 of unimpaired classes;
- Holders of claims entitled to priority pursuant to § 507(a)(2)(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 the right to object to 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 holds 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) 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 a cram down on non-accepting classes, as discussed later in Section XIII of the Disclosure Statement.

Even if one or more impaired classes reject the Plan, the Court may nonetheless confirm the Plan 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 of 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. The liquidation analysis is attached **Exhibit B**.

D. Feasibility.

The Court must find that confirmation of the Plan is not likely to be followed by 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. *Availability 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. If not, Debtor intends to enter into an agreement with the administrative claimants for deferred payments.

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.

Debtor's means for implementation of its Plan is derived from its existing Cash, Exit Financing, and Capital Injection, which will be sufficient to pay all Allowed Claims of the Debtor. **Exhibit C** is the schedules listing the assets of the Debtor, and **Exhibit D** is the schedules showing the liabilities of the Debtor.

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

X. VOTING PROCEDURES

10.1 Ballots and Deadline to Vote.

A ballot to be used to vote to accept or reject the Plan is enclosed with this Disclosure Statement and a creditor entitled to vote must (i) carefully review the ballot and instructions, ii) complete and execute the ballot, (iii) return the executed ballot to the address indicated by the deadline specified by the Bankruptcy Court.

The Bankruptcy Court has ordered that in order to be counted for voting purposes, ballots for the acceptance or rejection of the Plan must be received by the Debtor no later than September 20, 2017 at 5:00 p.m.

10.2. Creditors Entitled to Vote.

Any Creditor whose Claim is impaired under the Plan is entitled to vote if the claim is (i) not scheduled as disputed, contingent or unliquidated, or (ii) the proof of claim was filed before the last date set by the Bankruptcy Court for filing Proofs of Claims and no objection has been filed to the Claim.

Holders of Disputed Claims are not entitled to vote on the Plan. Any Claim to which an objection has been filed and remains pending, is not entitled to vote unless the Bankruptcy Court, upon motion by the Creditor holding the Disputed Claim, temporarily allows the Claim in an amount that it deems proper for accepting or rejecting the Plan.

Classes of Claims that are not impaired are deemed to have accepted the Plan per section 1126(f) of the Bankruptcy Code and are not entitled to vote. Only classes of claims or interests that are "impaired" are entitled to vote on a plan; generally, a claim is impaired under a plan of reorganization if the plan alters the legal, equitable, or contractual rights to which the holder of such claim is entitled.

10.3. Vote Required for Accepting Classes.

A class of claims accepts the Plan if both of the following occur: (1) the holders of more than one-half (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 (2/3) in dollar amount of the allowed claims in the class, who vote, cast their votes to accept the Plan.

A class of equity interests accepts the Plan if the holders of at least two-thirds (2/3) in amount of the allowed equity interests of the class, who vote, casts their votes to accept the Plan.

10.4. Cramdown and Withdrawal of the Plan.

The Debtor reserves the right to withdraw the Plan if the Plan is not accepted by all classes of impaired Creditors. If the Plan is accepted by one or more Classes of impaired Creditors, the Debtor reserves the right to request the Bankruptcy Court to approve the Plan per section 1129(b) of the Bankruptcy Code.

XI. EFFECT OF CONFIRMATION OF THE PLAN

11.1. Limited Discharge of Debtor and Injunction.

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.

Except as expressly provided in the Plan or Confirmation Order, all persons who have held, hold, or may hold Claims against the Debtor are permanently enjoined on or after the Effective Date from (i) commencing or continuing in any matter any action or other proceeding of any kind against the Debtor, or its property, with respect to any such Claim, (ii) the enforcement, attachment, collection or recovery by any manner or means of any judgment, award, decree or order with respect to any such Claim against the Debtor or its property, (iii) creating, perfecting, or enforcing any encumbrance of any kind against the Debtor or its property with respect to such claim, (iv) asserting any right of subrogation of any kind against any objection due to the Debtor or its property with respect to any such claim, and (v) asserting any right of setoff or recoupment against the Debtor kind against the Debtor. Unless otherwise provided in the Plan or by order of the Bankruptcy Court, all injunctions or automatic stays provided for in these cases pursuant to section 106, if any, or section 362 of the Bankruptcy Code, or otherwise, and in existence on the Confirmation Date will remain in full force and effect until the Effective Date.

11.2. 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.

11.3. 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.

11.4. Legally Binding Effect.

The provisions of this Plan shall bind all Creditors and Interest Holders, whether or not they accept the Plan. On or after the Effective Date, all holders of Claims shall be precluded and enjoined from asserting any Claim (i) against the Debtor based on any transaction or other activity of any kind that occurred prior to the Confirmation Date except as permitted under the Plan and (ii) any derivative claims, including against third parties asserting alter ego claims, fraudulent transfer claims or any other type of successor liability.

11.5. Limited Protection of Certain Parties.

Neither (a) the Debtor or any of its employees, officers, directors, agents, representatives, affiliates, attorneys, financial advisors, or any other professional persons employed by the Debtor or (b) each Professional of the Debtor or any of its employees, officers, directors, agents, representatives, affiliates, attorneys, financial advisors, or any other professional persons employed by any of them (hereinafter, collectively the "Protected Parties"), shall have or incur any liability to any person or entity under any theory of liability for any act or omission occurring on or before the Petition Date in connection or related to the Debtor, or the Debtor's estate, including but not limited to (i) formulating, preparing, disseminating, implementing, confirming, consummating or administering the Plan (including solicitation of acceptances or rejections thereof); or (ii) the Disclosure Statement or any contract, instrument, release, or other agreement or document entered into or any action taken or omitted to be taken in connection with the Plan, except for acts constituting willful misconduct, gross negligence, or *ultra vires* activity and in all respects such Protected Parties shall be entitled to rely on good faith upon the advice of counsel. In any action, suit or proceeding by any person contesting any action or non-action by any Protected Party as constituting willful misconduct, gross negligence or *ultra vires* activity, or not being in good faith, the reasonable attorneys' fees and costs of the prevailing party will be paid by the losing party and as a condition to going forward with such action, suit, or proceeding at the outset thereof, all parties will be required to provide appropriate proof and assurances of their capacity to make such payments of reasonable attorneys' fees and costs in the event they fail to prevail.

11.6. Anti-Discrimination Provisions of Bankruptcy Code.

A Governmental Unit may not deny, revoke, suspend, or refuse to renew a license, permit, charter, franchise, or other similar grant to, condition such a grant to, or discriminate with respect to such a grant against the Debtor or another person with whom the Debtor has been or

are associated or affiliated solely because of the commencement, continuation, or termination of the case or because of any provision of the Plan or the legal effect of the Plan, and the Confirmation Order will constitute an express injunction against any such discriminatory treatment by a Governmental Unit. A Governmental Unit may not deny, revoke, suspend, or refuse to renew a license, permit, charter, franchise, or other similar grant to the Debtor based upon any requirement that the Debtor place a bond or other surety obligation with such governmental unit as a condition of receipt of such a license, permit, charter, franchise, or other similar grant to the Debtor.

11.7. Preservation of Claims and Rights.

Confirmation of the Plan effects no settlement, compromise, waiver or release of any Claim, Cause of Action, Right of Action or claim for relief unless the Plan or the Confirmation specifically and unambiguously provide so. The non-disclosure or non-discussion of any particular Claim, Cause of Action, Right of Action or claim for relief is not and shall not be construed as a settlement, compromise, waiver, or release of any such Claim, Cause of Action, Right of Action or claim for relief.

11.8. Retention of Jurisdiction by Bankruptcy Court.

The Court shall retain and have exclusive jurisdiction over this Chapter 11 Case to the maximum extent as provided by law for the following purposes subsequent to Confirmation of the Debtor's Plan: (i) to determine any and all objections to the allowance and classification of Claims or Interests; (ii) to determine the validity and priority of any Lien; (iii) to determine the Allowed Amount of any Claim, whether secured or unsecured; (iv) to allow any and all applications for allowances of compensation and reimbursement of expenses payable from the estate; (v) to determine any and all applications or motions pending before the Court on the Effective Date, including but not limited to, any motions for the rejection, assumption and or assignment of any executory contract or unexpired lease; (vi) to consider and approve any modification of the Plan, remedy any defect or omission or reconcile any inconsistency in the Plan, or any order of the Court, including the Confirmation Order or any transactions or payments contemplated in the Plan; (vii) to consider and act on the compromise or settlement of any claim or cause of action by or against the Debtor; (viii) to issue orders in aid of the execution and implementation of the Plan and Confirmation Order; and (ix) to hear and determine matters concerning federal or local taxes.

XII. CONFIRMATION OF THE PLAN

12.1 Confirmation Hearing.

11 U.S.C. § 1129(a) requires the Bankruptcy Court to hold a hearing on confirmation of the Plan (the "Confirmation Hearing"). The Confirmation Hearing has been scheduled for September 27, 2017 at 2:00 pm. before the Honorable Jeff Bohm in courtroom 600, 515 Rusk, Houston, Texas, 77002. Section 1128(b) of the Bankruptcy Code provides that any party in interest may object to confirmation of the Plan; however, an impaired Creditor, who votes to accept the plan, may not have standing to object to the Plan. Objections to confirmation of the

Plan are governed by Bankruptcy Rule 9014 and the Local Rules of the Bankruptcy Court. The deadline for filing objections to confirmation of the Plan is 5:00 p.m. on September 20, 2017. Objections to confirmation must be filed with the Clerk of the Court.

UNLESS AN OBJECTION TO CONFIRMATION IS TIMELY FILED AND SERVED, IT WILL NOT BE CONSIDERED BY THE BANKRUPTCY COURT.

12.2. Statutory Requirements for Confirmation of the Plan.

At the Confirmation Hearing, the Bankruptcy Court will determine whether the Bankruptcy Code's requirements for confirmation of the Plan have been satisfied, in which event, the Bankruptcy Court will enter an order confirming the Plan. As provided in section 1129 of the Bankruptcy, the statutory requirements are as follows:

1. The Plan complies with the applicable provisions of the Bankruptcy Code.
2. The Plan proponent complies with the applicable provisions of the Bankruptcy Code.
3. The Plan has been proposed in good faith and not by any means forbidden by law.
4. Any payment made or to be made by the Plan proponent, or by any person issuing securities or property under the Plan, for services or for costs and expenses in, or in connection with the cases, or in connection with the Plan and incident to the cases, has been approved by, or is subject to the approval of, the Court as reasonable.
5. The Plan proponent has disclosed the identity and affiliations of any individual proposed to serve, after confirmation of the Plan, as director, officer, or voting trustee of the Debtor.
6. Any governmental regulatory commission with jurisdiction, after confirmation of the Plan, over the rates of the Debtor, has approved any rate change provided for in the Plan, or such rate change is expressly conditioned on such approval.
7. With respect to each class of impaired claims or equity interests:
 - a. Each holder of a claim or interest of such class:
 - i. has accepted the Plan; or
 - ii. will receive or retain under the Plan on account of such claim or interest property of a value, as of the Effective Date, that is not less than the amount that such holder would so receive or retain if the Plan Proponent were liquidated under Chapter 7 of the Bankruptcy Code on such date; or
 - b. if section 1111(b)(2) of the Bankruptcy Code applies to the claims of such class, the holder of a claim of such class will receive or retain under the Plan on account of such claim property of a value, as of the Effective Date, that is not less than the value of such holder's interest in the estate's interest in the property that secures that claim.
8. With respect to each class of class of claims or interests:
 - a. Such class has accepted the Plan; or
 - b. Such class is not impaired under the Plan
9. Except to the extent that the holder of a particular claim has agreed to a different treatment of such claim, the Plan provides that:

- a. With respect to a claim of a kind specified in section 507(a)(1) or section 507(a)(2) of the Bankruptcy Code, on the Effective Date, the holder of such claim will receive on account of such claim cash equal to the allowed amount of such claim;
 - b. With respect to a class of claims of a kind specified in sections 507(a)(3), 507(a)(4), 507(a)(6) of the Bankruptcy Code, each holder of a claim of such class will receive:
 - i. If such class has accepted the Plan, deferred cash payments of a value, as of the Effective Date of the Plan, equal to the allowed amount of such claim; or
 - ii. If such class has not accepted the Plan, cash on the Effective Date equal to the allowed amount of such claim; and
 - c. With respect to a claim of a kind specified in section 507(a)(8) of the Bankruptcy Code, the holder of a claim will receive on account of such claim deferred cash payments, over a period not exceeding six years after the date of assessment of such claim, of a value, as of the Effective Date, equal to the allowed amount of such claim.
10. If a class is impaired under the Plan, at least one class of claims that is impaired has accepted the Plan, determined without including any acceptances of the Plan by any insider.
 11. Confirmation of the Plan is not likely to be followed by the liquidation, or the need for further financial reorganization, of the plan proponent or any successor to the plan proponent under the Plan, unless such liquidation or reorganization is proposed in the Plan.

Benfer believes that the Plan satisfies all the statutory requirements of Chapter 11 of the Bankruptcy Code, that the Debtor has complied or will have complied with all of the requirements of Chapter 11, and that the proposal of the Plan is made in good faith.

Additionally, Benfer believes that the holders of Impaired Claims under the Plan will receive payments or distributions under the Plan having a present value as of the Effective Date in the amounts not less than what would be received if Benfer were to be liquidated under Chapter 7 of the Bankruptcy Code.

XIII. CRAM DOWN.

In the event that any impaired class of Claims does not accept the Plan, the Bankruptcy Court may still confirm the Plan if, as to each impaired class which has not accepted the Plan, the Plan does not discriminate unfairly and is "fair and equitable." A plan of reorganization does not discriminate unfairly within the meaning of the Bankruptcy Code if no class receives more than it is legally entitled to receive for its claims or equity interests. Per section 1129(b)(2) of the Bankruptcy Code, "fair and equitable" can be demonstrated by the following treatment:

1. With respect to a class of secured claims, the Plan provides:

- a. (i) that the holders of such claims retain the liens securing such claims, whether the property subject to such liens is retained by the Plan Proponent or transferred to another entity, to the extent of the allowed amount of such claims; and
(ii) that each holder of a claim of such class receive on account of such claim deferred cash payments totaling at least the allowed amount of such claim, of a value, as of the effective date of the Plan, of at least the value of such holder's interest in the estate's interest in the property;
 - b. For the sale, subject to § 363(k) of the Bankruptcy Code, of any property that is subject to the Liens securing such claims, free and clear of such liens, with such liens to attach to the proceeds of such sale, and the treatment of such liens on proceeds under clause (a) and (b) of this subparagraph; or
 - c. For the realization by such holders of the indubitable equivalent of such claims.
2. With respect to a class of unsecured claims, the Plan provides
 - a. That each holder of a claim of such class receive or retain on account of such claim property of a value, as of the effective date of the Plan, equal to the allowed amount of such claim; or
 - b. The holder of any claim or interest that is junior to the claims of such class will not receive or retain under the Plan on account of such junior claim or interest in any property.
 3. With respect to a class of interests, the Plan provides:
 - a. That each holder of an interest of such class receive or retain on account of such interest property of a value, as of the effective date of the Plan, equal to the greatest of the allowed amount of any fixed liquidation preference to which such holder is entitled, any fixed redemption price to which such holder is entitled, or the value of such interest; or
 - b. The holder of any interest that is junior to the interests of such class will not receive or retain under the Plan on account of such junior interest any property.

The Debtor believes that the Bankruptcy Court will find at the Confirmation Hearing that the Plan is fair and equitable with respect to, and does not discriminate unfairly against, any rejecting impaired class of Claims.

XIV. GENERAL PROVISIONS

14.1. Bar Date and Objections to Administrative Claims.

No Administrative Claim, other than Professional Fees and United States Trustee fees, will be paid unless the holder of such Administrative Claim has filed an application for payment of such Administrative Claim on or before the Administrative Claim Bar Date. Upon the filing of any application for payment, the entity seeking payment of an Administrative Claim shall provide notice by United States Mail. Any Administrative Claim, other than Professional Fees and United States Trustee fees, not filed in accordance with this section shall be barred and the Debtor shall have no liability for payment of any such Administrative Claim.

Objections to Applications for payment of Administrative Claims may be filed by any party in interest. In order to be considered, such objections must be filed on or before the

twenty-first (21st) day following the date on which the application was filed. Any objections will be considered by the Bankruptcy Court.

14.2. Professional Claims.

Each holder of a Professional Fee Claim shall be paid in respect of such Professional Fee Claim in Cash, in full, on the Effective Date, unless otherwise provided for in the Plan, or if such Claim has not been approved by the Bankruptcy Court on or before the Effective Date, within thirty (30) days after Bankruptcy Court approval of the Professional Fee. Final fee applications for any Professional Fee Claim that has not been approved as of the Effective Date shall be filed within thirty (30) days of the Effective Date and such applications and objections thereto shall be filed in accordance with and comply with the Bankruptcy Code, Bankruptcy Rules, Local Bankruptcy Rules.

14.3. United States Trustee Fees.

Within thirty (30) days of the date that such payments are due, the Debtor shall pay all amounts owed to the United States Trustee as fees and costs imposed in connection with this Chapter 11 case.

14.4. Amendment of the Plan.

The Plan may be amended or modified by the Debtor after the Effective Date as provided in section 1127 of the Bankruptcy Code.

14.5. Reservation of Claims.

The Debtor reserves any and all claims and rights against any and all third parties, whether such claims and rights arose before, on or after the Petition Date, the Confirmation Date, the Effective Date, to any and all Claims and Causes of Action for relief that the Debtor may have against any director, officer, any insurer under any insurance policy, or any other person or entity. Entry of the Confirmation Order shall not constitute *res judicata* or any bar, estoppel, or inhibit any actions by the Debtor relating to any Claims or Causes of Action.

14.6. Calculation of Dates.

The provisions of Bankruptcy Rule 9006 shall govern the calculation of any dates or deadlines referred to in the Plan.

14.7. Governing Law.

Except to the extent that the Bankruptcy Code or Bankruptcy Rules are applicable, the rights and obligations arising under the Plan shall be governed by, and construed and enforced in accordance with, the laws of the State of Texas, without giving effect to any conflicts of law.

14.8. Conflict.

Except as provided for in the Plan, to the extent there are any inconsistencies between the Confirmation Order and the Plan and Disclosure Statement, any other agreement entered into by the Debtor and any third parties, the Plan controls the Disclosure Statement and any such agreements and the Confirmation Order (and any other orders of the Bankruptcy Court) controls the Plan.

14.9. Setoffs.

The Debtor may but shall not be required to set off against any Claims and payments to be made pursuant to the Plan in respect of such Claims, any and all debts, liabilities and claims of every type and nature that the Estate may have against the Holder of any Claim, but neither the failure to do so nor the Allowance of any such Claims, whether pursuant to the Plan or otherwise, shall constitute a waiver or release by the Debtor of any such claims it may have against such Holder of any Claim, and all such claims shall be reserved for and retained by the Debtor.

14.10. Alternative Means to Confirmation.

The proposed Plan affords the holders of Claims the maximum potential for realization of the Debtor's assets and is in the best interest of the holders. If the Plan is not confirmed, theoretical alternatives include (i) continuation of the Chapter 11 case; (ii) alternative plans of reorganization; (iii) liquidation of the Debtor under Chapter 7; and (iv) dismissal of the Chapter 11.

14.11. Alternative Plans of Reorganization.

If the Plan is not confirmed, other parties in interest could attempt to propose a different plan or plans. However, such plans, might involve other forms of reorganization or liquidation of the Debtor's operations and assets. Any other alternative plans, however, would likely result in additional administrative expenses to the Estate and would provide little to no benefit.

14.12. Liquidation under Chapter 7.

The Debtor does not believe that liquidation under Chapter 7 would be in the best interest of the creditors and the conversion of the case to case under Chapter 7 would result in the loss of the going concern value of the Debtor as well as the additional administrative expenses attributable to the statutory trustee fees and professional fees for the trustee's professionals. In a Chapter 7 liquidation, the Debtor believe that all of the proceeds would go to Allegiance Bank and the Internal Revenue Service and no payment would be made to other creditors.

[Signature Page Follows]

Dated: July 27, 2017

BENFER STORAGE LLC

By: /s/Alberto Bernardoni
Alberto Bernardoni
President

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**ATTORNEYS FOR THE DEBTOR AND
DEBTOR IN POSSESSION
BENFER STORAGE LLC**

EXHIBIT A

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

IN RE: §
§
BENFER STORAGE LLC § **CASE NO. 17-32767-H4**
§
DEBTOR. § **(SMALL BUSINESS CHAPTER 11)**

**CHAPTER 11 SMALL BUSINESS PLAN OF REORGANIZATION BY
BENFER STORAGE LLC**

Benfer Storage LLC ("Debtor") files this Chapter 11 Small Business Plan to address the Claims asserted against and the Equity Interests of the Debtor. Votes will tabulated with respect to the Debtor's Plan and Claims will be classified and Distributions in accordance with the Plan. To the extent the Debtor does not receive sufficient votes for confirmation of its Plan, the Plan may be withdrawn.

ALL HOLDERS OF CLAIMS OR INTERESTS ARE ENCOURAGED TO READ THIS PLAN AND THE DISCLOSURE STATEMENT CAREFULLY AND IN THEIR ENTIRETY. ALL HOLDERS OF CLAIMS OR INTERESTS ENTITLED TO VOTE ON THIS PLAN ARE ENCOURAGED TO READ THIS PLAN AND THE DISCLOSURE STATEMENT CAREFULLY AND IN THEIR ENTIRETY BEFORE VOTING ON THE PLAN.

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I. PLAN SUMMARY

This Plan of Reorganization ("Plan") under Chapter 11 of the United States Bankruptcy Code proposes to pay the creditors of Benfer Storage LLC, Debtor and Debtor-in-Possession ("Debtor") from the cash flow from continued operations. This Plan provides for classes of secured claims, unsecured priority claims, general unsecured claims, and equity security holders. Unsecured creditors holding allowed claims will receive distributions from the net profits of the Debtor's continued operations. Additionally, this Plan provides for the payment of administrative and priority claims. All creditors and equity security holders should refer to the provisions of this Plan below for information regarding the specific treatment of their claims. 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.**

II. DEFINITIONS

2.1. Administrative Claim.

Any cost of expense of administration of the Chapter 11 case incurred on or before the Effective Date entitled to priority under section 507(a)(2) and allowed under section 503(b) of the Bankruptcy Code, including but not limited to, any actual and necessary expenses of preserving the Debtor's estate, including wages, salaries, or commissions for services rendered after the commence of the Chapter 11 case, certain taxes, fines, and penalties, any actual and necessary post-petition expenses of operating the Debtor's business, certain post-petition indebtedness or obligations incurred by or assessed against the Debtor in connection with the conduct of its business, or for the acquisition or lease of property, or for providing services to the Debtor, including all allowances of compensation or reimbursement of expenses to the extent allowed by the Bankruptcy Court under the Bankruptcy Code, and any fees or charges assessed against the Debtor's estate. With respect to Administrative Claims allowed pursuant to sections 503(b)(2)-(b)(9), there shall be an Administrative Claim against the Debtor only to the extent upon entry of a Final Order approving such Administrative Claim following the filing of a motion or application prior to the Administrative Claim Bar Date.

2.2. Administrative Claim Bar Date.

Aside from quarterly United States Trustee fees and Professional Fee claims, applications for the allowance of an Administrative Claim shall be twenty (20) days after the Effective Date unless otherwise provided by a Final Order.

2.3. Allowed Administrative Claim.

An Administrative Claim to the extent it is or becomes an Allowed Claim.

2.4. Allowed Amount.

The amount of an Allowed Claim.

2.5. Allowed Claim.

An Allowed Claim is any Claim which has been

- (1) scheduled by the Debtor pursuant to Bankruptcy Rule 1007 and
 - (a) not scheduled as disputed, contingent, or unliquidated,
 - (b) as to which no Proof of Claim has been filed, and
 - (c) where no objection to such scheduled Claim has been filed;
- (2) where a timely Proof of Claim has been filed as of the Bar Date and no objection thereto has been made; or
- (3) a Claim allowed by a Final Order.

2.6. Allowed General Unsecured Claim.

A General Unsecured Claim to the extent it is or becomes an Allowed Claim.

2.7. Allowed Priority Non-Tax Claim.

A Priority Non-Tax Claim to the extent it is or becomes an Allowed Claim.

2.8. Allowed Priority Tax Claim.

Any Claim, to the extent such Claim is an Allowed Claim, and entitled to priority per section 507(a)(8) of the Bankruptcy Code.

2.9. Allowed Secured Claim.

A Secured Claim to the extent such Claim is an Allowed Claim, and the Lien securing such Claim has not avoided pursuant to the Bankruptcy Code.

2.10. Allowed Subordinated Claim.

An Subordinated Claim to the extent it is or becomes an Allowed Claim.

2.11. Allowed Unsecured Claim.

An Unsecured Claim to the extent it is or becomes an Allowed Claim.

2.12. Avoidance Action.

Any and all rights, claims, causes of action, arising under Sections 506(c), 510, 542, 543, 544, 545, 547, 548, 549, 550, 551, 552(b), 553, or 724 of the Bankruptcy Code.

2.13. Bankruptcy Code.

Title 11 of the United States Code as effective on the Confirmation Date.

2.14. Bankruptcy Court.

The United States District Court for the Southern District of Texas, Houston Division, having jurisdiction over this Chapter 11 case, or any appellate or other court that is competent to exercise jurisdiction over confirmation of this Plan.

2.15. Bar Date.

September 5, 2017.

2.16. Capital Injection.

Within thirty (30) days from the Effective Date, Debtor's principals will contribute no less than \$200,000.00 in additional capital to the Debtor.

2.17. Cash.

United States dollars.

2.18. Cause of Action.

Any Claim or cause of action, legal or equitable, whether arising under contract or tort, federal or state law, including Avoidance Actions, now owned or after acquired by the Debtor, whether such Claim or cause of action is commenced prior to or after the Petition Date.

2.19. Chapter 11 Case.

Case number 17-32767 filed under Chapter 11 of the Bankruptcy Code by the Debtor and pending before the Bankruptcy Court.

2.20. Claim.

Any right to payment, whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, or unsecured, or the right to an equitable remedy for breach of performance if such breach gives rise to a right to payment, whether or not such right to an equitable remedy is reduced to judgment, fixed, contingent, matured, unmatured, disputed, undisputed, secured, or unsecured.

2.21. Claimant.

Any person or entity asserting a Claim against the Debtor, its property, or its Estate.

2.22. Collateral.

Any property or interest in property of the Estate subject to a Lien that is not subject to avoidance under the Bankruptcy Court or otherwise invalid under the Bankruptcy Code or applicable state law.

2.23. Confirmation Date.

The date upon which the Bankruptcy Court enters the Confirmation Order.

2.24. Confirmation Hearing.

The hearing to be conducted by the Bankruptcy Court to determine whether to approve the Plan.

2.25. Confirmation Order.

The Order of the Bankruptcy Court approving and confirming the Chapter 11 Plan in accordance with the Bankruptcy Code.

2.26. Creditor.

Any person or entity that holds a Claim against the Debtor that arose or is deemed to have arise on or prior to the Petition Date, including an Allowed Claim against the Debtor's Estate of any kind as provided by sections 502(g), 502(h), or 502(i) of the Bankruptcy Code.

2.27. Debtor.

The Debtor is Benfer Storage LLC

2.28. Debtor in Possession.

The Debtor in its capacity as debtor in possession pursuant to sections 1107 and 1108 of the Bankruptcy Code.

2.29. Deficiency Claim.

A General Unsecured Claim to the extent that the amount by which an Allowed Secured Claim exceeds the value of any Collateral securing such Claim as may be determined by the Bankruptcy Court in accordance with sections 506(a) of the Bankruptcy Code.

2.30. Disclosure Statement.

The Disclosure Statement with respect to this Plan, including all exhibits and schedules attached, filed by the Debtor and approved or conditionally approved by the Court pursuant to § 1125 of the Bankruptcy Code, as may be amended or supplemented.

2.31. Disputed Claim.

A Claim against the Debtor as to which an objection has been filed on or before the deadline for objecting to a Claim and which objection has not been withdrawn, settled, or otherwise resolved by Final Order.

2.32. Distribution.

The Cash or other property required by the Plan to be distributed to the holders of Allowed Claims.

2.33. Distribution Date.

The date on which distributions are made pursuant to the terms of the Plan to Holders of Allowed Claims.

2.34. Effective Date.

The date that the Confirmation Order becomes a Final Order.

2.35. Equity Interest or Interest.

Equity Interest means a share in a corporation, interest of a limited partner in a limited partnership; or warrant or right, other than right to convert, to purchase, sell, or subscribe to a share, security, or interest of a corporation or limited partnership.

2.36. Equity Interest Holder or Interest Holder.

A holder of an equity security or equity interest of the Debtor.

2.37. Estate.

The estate created upon the filing of the Chapter 11 case pursuant to section 541 of the Bankruptcy Code, along with all rights, claims, and interests of the Debtor that arose prior to the Petition Date.

2.38. Exit Financing.

On the Effective Date, Debtor will enter into new credit facility with Allegiance Bank for the aggregate principal amount of \$625,000.00 to be secured by substantially all over the Debtor's assets.

2.39. Final Order.

An order or judgment which has not been reversed, vacated, or stayed and as to which the time to appeal or move for new trial or rehearing has expired.

2.40. General Unsecured Claim.

A Claim other than a Secured Claim, an Administrative Claim, a Priority Claim, or a Subordinated Claim.

2.41. Governmental Unit.

The term "Governmental Unit" shall have the same meaning as provided in section 101(27) of the Bankruptcy Code.

2.42. Interest Holder.

Any holder or owner of an Equity Interest.

2.43. Lien.

A charge against or interest in property to secure payment of a debt or performance on an obligation which has not been avoided under the Bankruptcy Court or applicable state law.

2.44. Notice of Default.

Notice to be transmitted to Debtor and its Registered Agent, as provided by the records of the Texas Secretary of State, via certified mail return receipt requested and First Class U.S. Mail.

2.45. Petition Date.

May 1, 2017.

2.46. Plan.

This Chapter 11 Plan of Reorganization, as may be amended or modified from time to time.

2.47. Plan Rate.

The rate of interest that will be paid on Claims or Classes that specify interest only to the extent that the Plan specifies that such Claim or Class will receive interest. For all non-tax claims, the Plan Rate shall be 5% simple interest, unless otherwise specifically provided in the Plan. The Plan Rate for tax claims shall be the applicable non-bankruptcy statutory rate as of the calendar month in which the Confirmation Order is entered. Interest shall be calculated from the Petition Date to each Payment Date.

2.48. Plan Ballot.

The form of ballot that the Debtor will transmit to Creditors and Interest Holders who are, or may be, entitled to vote on the Plan.

2.49. Plan Documents.

Any and all documents contemplated to be executed in connection with this Plan.

2.50. Priority Claim.

Any Claim to the extent entitled to priority as provided in section 507(a) of the Bankruptcy Code.

2.51. Priority Non-Tax Claim.

Any Claim (other than an Administrative Claim or Priority Tax Claim) to the extent entitled to priority in payment under section 507(a) of the Bankruptcy Code including, but not limited to (a) Employee wage Claims for wages, salaries, or commissions, including vacation, severance or sick leave pay, earned within one hundred and eighty (180) days prior to the Petition, to the extent of \$10,950 per employee; (b) Claims for contribution to an employee benefit plan as provided in section 507(a)(5) of the Bankruptcy Code; (c) Claims for deposits of up to \$2,425 placed by consumers with the Debtor as provided in section 507(a)(7) of the Bankruptcy Code; (d) Claims based upon any commitment by the Debtor to a Federal depository institution regularly agency to maintain the capital of an insured depository institution as provided in section 507(a)(9); and (e) Claims for death and personal injury resulting from the operation of a motor vehicle or vessel if such operation was unlawful because the Debtor was intoxicated from using alcohol, a drug, or another substance as set forth in section 507(a)(10).

2.52. Priority Tax Claim.

Any Claim entitled to priority in payment under section 507(a)(8) of the Bankruptcy Code. A claim based upon an assessed *ad valorem* tax that is secured by a statutory lien on property that was administered during this Chapter 11 is a Secured Claim to the extent of the value of the property administered.

2.53. Pro Rata.

The proportion that the dollar amount of an Allowed Claim or Allowed Interest in a Class bears to the aggregate amount of all Allowed Claims or Allowed Interests in such Class.

2.54. Professional Fee Claims.

Administrative Claims for Professional Fees from the Petition Date through the Effective Date, as well as fees, expenses, and other reimbursable costs incurred after the Effective Date in connection with the preparation and filing of fee applications with the Bankruptcy Court in respect of a Professional Fee Claim.

2.55. Professional Fees.

All fees, costs, and expenses incurred in this Chapter 11 case by any professional person (within the meaning of sections 327, 328, or 1103 of the Bankruptcy Code or otherwise) and awarded by Final Order of the Bankruptcy Court pursuant to sections 330 or 503(b) or any other provision of the Bankruptcy Code and any professional fees, costs, and expenses which have been allowed pursuant to this Plan or by Final Order by the Bankruptcy Court.

2.56. Protected Persons.

As defined in Section 11.3 of this Plan.

2.57. Reorganized Debtor.

As of the Effective Date of the Plan, the Debtor as reorganized under the terms of the Plan.

2.58. Rights of Action.

Any avoidance, recovery, subordination, or other action of the Debtor, the Estate, or the Reorganized Debtor, any Cause of Action of the Debtor, the Estate, or Reorganized Debtor, or any objection to a Claim.

2.59. Schedules.

The Debtor's Schedules of Assets and Liabilities, as may be amended or supplemented, and filed with the Bankruptcy Court in accordance with section 521 of the Bankruptcy Code.

2.60. Secured Claim.

A Claim to the extent of the value, as may be determined by the Bankruptcy Court pursuant to section 506 of the Bankruptcy Code, of any interest in property of the Estate securing such Claim, or any Claim to the extent that it is subject to setoff pursuant to section 533 of the Bankruptcy Code. To the extent the value of such interest is less than the Claim amount, such Claim is a Deficiency Claim.

2.61. Subordinated Claim.

An Unsecured Claim that is subordinated pursuant to section 510 of the Bankruptcy Code or other applicable state law pursuant to a Final Order.

2.62. Unsecured Claim.

A Claim not secured by a charge, mortgage, or lien against or interest in the Estate, including by not limited to any Deficiency Claim or any claim for damages resulting from rejection of an executory contract or lease.

III. CLASSIFICATION OF CLAIMS AND INTERESTS

Administrative expenses are costs or expenses of administering the Debtor's chapter 11 case which are allowed under § 507(a)(2) of the United States Bankruptcy Code. Administrative expenses also 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. 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.

Certain types of claims such as administrative expenses 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.

The United States Trustee fees will continue to be paid through the date this case is closed. Further, the Debtor shall file monthly operating reports through the date this case is closed.

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

<u>Type</u>	<u>Estimated Amount Owed</u>	<u>Proposed Treatment</u>
Professional Fees for Debtor's Counsel	\$5900.00 ¹	Debtor proposes to pay the remaining Professional Fees with monthly payments of \$1000.00 until the Professional Fees for Debtor's counsel is paid.

3.1. Class 1 - Secured Claims.

Class 1 is compromised of the Allowed Secured Claim of CPC Quest IRA Holdings, LLC.

3.2. Class 2 - Miscellaneous Secured Claims

Class 2 is compromised of Allowed Secured Claim of Chaviva LLC.

3.3. Class 3 - Ad Valorem Tax Claims.

Class 3 is compromised of the Allowed Allowed Secured Ad Valorem Tax Claims against Benfer which include the claims of Klein ISD and Harris County *et al.*

3.4. Class 4 - General Unsecured Claims

Class 4 is compromised of the Allowed General Unsecured Claims against Benfer.

3.5. Class 5 - Subordinated Claims.

Class 5 is compromised of all Allowed Subordinated Claims against Benfer.

3.6. Class 6 - Equity Interest Holders.

Class 6 is compromised of all Allowed Equity Interests in Benfer.

IV. IMPAIRMENT OF CLASSES AND RESOLUTION OF CLAIM CONTROVERSIES.

4.1. Impaired Classes.

Class 1 - Secured Claims.

Class 2 - Miscellaneous Secured Claims.

Class 3 - Ad Valorem Tax Claims.

Class 4 - General Unsecured Claims.

¹ Counsel for Debtor has not yet submitted a Fee Application but will file one shortly thereafter.

Class 5 - Subordinated Claims.
 Class 6 - Equity Interest Holders.

4.2. Unimpaired Classes.

Holders of the Claims that are unimpaired are deemed to have accepted the proposed Plan and are not entitled to Vote on the Plan. The following not entitled to vote on the plan either because such classes are not impaired or not entitled to vote pursuant to the Bankruptcy Code:

Class 6 - Equity Interest Holders of Benfer.

V. TREATMENT OF IMPAIRED CLASSES

5.1. Treatment of Secured Claims.

In full and complete satisfaction, commencing thirty (30) days from the Effective Date, Holders of Secured Claims in Class 1 against the Debtor shall be paid their respective claims in Cash within 60 days with interest bearing at the Plan Rate. In the event of any failure of the Reorganized Debtor to timely make its required plan payments to the Holders of Allowed Claims in this Class, which shall constitute an event of default under the Plan as to these Claimants, they shall send Notice of Default to the Reorganized Debtor. If the default is not cured within thirty (30) days of the date of such notice, the Holders of Allowed Claims may proceed to collect all amounts owed pursuant to state law without further recourse to the Bankruptcy Court. The holders of Claims in Class 1 only required to send two (2) Notices of Default, and upon the third event of default, Claimants may proceed to collect all amounts owed under state law without recourse to the Bankruptcy Court and without further notice. Upon payment of the Claims in Class 1, Holders of Allowed Claims in Class 1 will immediately file and record a release of its respective lien with the real property records of Harris County, Texas within ten (10) business days with Claimant with costs bearing on the Claimant.

Claimant	Scheduled Claim	Filed Claim
CPC Quest IRA Holdings LLC	\$805,110.30	

5.2. Treatment of Miscellaneous Secured Claims.

In full and complete satisfaction, commencing thirty (30) days from the Effective Date, Holders of Secured Miscellaneous Claims in Class 2 against the Debtor shall be paid in full by Cash within 60 days with interest bearing at the Plan Rate. In the event of any failure of the Reorganized Debtor to timely make its required plan payments to the Holders of Allowed Claims in this Class, which shall constitute an event of default under the Plan as to these Claimants, they shall send Notice of Default to the Reorganized Debtor. If the default is not cured within thirty (30) days of the date of such notice, the Holders of Allowed Claims may proceed to collect all amounts owed pursuant to state law without further recourse to the Bankruptcy Court. The holders of Claims in Class 2 only required to send two (2) Notices of Default, and upon the third

event of default, Claimants may proceed to collect all amounts owed under state law without recourse to the Bankruptcy Court and without further notice. Upon payment of the Claims in Class 2, Holders of Allowed Claims in Class 2 will immediately file and record a release of its respective lien with the real property records of Harris County, Texas within ten (10) business days with Claimant with costs bearing on the Claimant.

Claimant	Scheduled Claim	Filed Claim
Chaviva LLC	\$120,000.00	n/a

5.3. Treatment of Ad Valorem Tax Claims.

Holders of Allowed Claims in Class 3 shall be paid in Cash in 60 monthly equal installments commencing 30 days from the Petition Date with interest bearing per the applicable non-bankruptcy statutory law. Holders of Allowed Claims in Class 3 shall retain all liens it currently holds, whether for pre-petition tax years or for the current tax year, on any property of the Debtor until it receives payment in full of all taxes, and interest owed to them under the provisions of this Plan, and their lien position shall not be diminished or primed by any Exit Financing, if any, approved by the Court in conjunction with the confirmation of this Plan. In the event of any failure of the Reorganized Debtor to timely make its required plan payments, or subsequent ad valorem taxes in the ordinary course to the Holders of Allowed Claims in this Class, which shall constitute an event of default under the Plan as to these Claimants, they shall send Notice of Default to the Reorganized Debtor. If the default is not cured within thirty (30) days of the date of such notice, the Holders of Allowed Claims may proceed to collect all amounts owed pursuant to state law without further recourse to the Bankruptcy Court. The taxing authorities are only required to send two (2) notices of default, and upon the third event of default, the taxing authorities may proceed to collect all amounts owed under state law without recourse to the Bankruptcy Court and without further notice.

Claimant	Scheduled Claim	Filed Claim
Harris County <i>et al</i>		\$7,149.20
Klein ISD		\$12,895.23

5.4. Treatment of General Unsecured Claims.

In full and complete satisfaction, commencing thirty (30) days from the Effective Date, Holders of General Unsecured Claims in Class 4 against the Debtor shall be paid in full by Cash within 60 days. The holders of Claims in Class 4 are only required to send two (2) Notices of Default, and upon the third event of default, Claimants may proceed to collect all amounts owed under state law without recourse to the Bankruptcy Court and without further notice.

Claimant	Scheduled Claim	Filed Claim
Chaviva LLC	\$80,000.00	
Comcast	\$500.00	
Sowell, Alvares, Walls PLLC	\$5,000.00	

VI. TREATMENT OF UNIMPAIRED CLASSES

Holders of the Claims that are unimpaired are deemed to have accepted the proposed Plan and are not entitled to Vote on the Plan. The following not entitled to vote on the plan either because such classes are not impaired or not entitled to vote pursuant to the Bankruptcy Code:

Class 6 - Equity Interest Holders of Benfer will retain their stock in the Reorganized Debtor.

VII. MEANS OF IMPLEMENTATION OF PLAN

Payments and distributions under the Plan will be funded by Benfer's existing Cash on hand, Capital Injection, and Exit Financing. Debtor's Exit Financing and Capital Injection shall occur simultaneously, not to occur later than thirty (30) days from the Effective Date, in order to effectuate payment of all Allowed Claims of the Debtor as provided in this Plan.

VIII. CLAIM OBJECTION PROCEDURES, TREATMENT OF DISPUTED CLAIMS, AND PROCEDURES FOR ASSERTING CLAIMS

8.1. Objection Process.

Unless otherwise provided by the Bankruptcy Court, the Debtor shall file and serve all objections to Claims and Equity Interests the later of (i) ninety (90) days after the Effective Date; (ii) the date on which a proof of claim, proof of interest, or request for payment is filed with the Bankruptcy Court; or (iii) such other date as may be approved by the Bankruptcy Court after notice and hearing.

8.2. Filing of Claims and Causes of Action.

Debtor reserves the exclusive right to prosecute any and all Claims and Causes of Action of the Debtor and the Estate.

8.3. Disputed Claim Reserve.

A Disputed Claims Reserve shall be established by the Debtor for treatment of Disputed Claims and held in a separate bank account from all other funds. Debtor will deposit into the Disputed Claims Reserve an amount equal to the Pro Rata share of Distribution allocable to such Disputed Claims, in accordance with the distributions as provided for in the Plan, as if such Claims were Allowed Claims pending a determination of their entitled under the terms of the Plan. Once the Disputed Claim is determined by Final Order or settlement to be an Allowed Claim, the Debtor is authorized to pay the Allowed Amount of such Claim from the Disputed Claim Reserve.

8.4. Distribution to Holders of Disputed Claims.

Within twenty (20) Business Days after a Disputed Claim is deemed an Allowed Claim, any Distributions reserved for such Allowed Claim shall be released from the Disputed Claims Reserve and delivered to the holder of such Allowed Claim. In the event that the Disputed Claim is disallowed in its entirety or reduced in portion, the disallowed or reduced portion of the shall be distributed from the Disputed Claim Reserve to holders of Allowed Claims without further approval.

8.5. Disallowance of Late Filed Proofs of Claims.

Except as otherwise provided in the Plan, any proof of claim filed after the Bar Date is hereby disallowed.

8.6. Distribution Process.

8.6.1. Record Date for Claims.

Record date for Distributions to Allowed Claims under this Plan shall be the date the Bankruptcy Court enters its Order approving the Disclosure Statement and Debtor will rely on the claims docket maintain by the Clerk for proof of claims filed in this case.

8.6.2. Distributions to Holders of Allowed Claims.

Distributions to holders of Allowed Claims will be made to the address of each such holder as set forth on the proof of claims filed by these holders of Allowed Claims or the last known address if no proof of claim was filed, unless Debtor received written notification of a change in address. If the holder's Distribution is returned undeliverable, it will be treated as a disallowed Disputed Claim as provided in Section 8.4.

8.6.3. Unclaimed Distributions.

Debtor will file a notice of undeliverable Distribution with the Bankruptcy Court within thirty (30) days of the returned Distribution. All claims for undeliverable Distributions must be made no later than forty-five (45) days from the date of the filing of the notice, and after such date, the unclaimed Distribution will be distributed to holders of Allowed Claims per Section 2.4 and the remaining Claim of the holder of the undeliverable Distribution will be discharged and forever barred.

8.6.4. Undeposited Checks.

Checks issued with respect to Distributions for Allowed Claims will be null and void if not negotiated within ninety (90) days after the date of issuance. Distributions with respect to un-negotiated checks will treated per Section 2.4 and the remaining Claim of the holder of the un-negotiated check will be discharged and forever barred.

IX. EXECUTORY CONTRACTS AND UNEXPIRED LEASES.

9.1. Rejection of Executory Contracts and Unexpired Leases.

All executory contracts and unexpired leases that are not assumed under this Plan are rejected, unless otherwise provided for in the Plan or Confirmation Order, or any other Order of the Court entered prior to the Effective Date.

9.2. Assumed Executory Contracts and Unexpired Leases.

Each executory contract and unexpired lease that is assumed will include (a) all amendments, modifications, supplements, restatements, or other agreements made directly or indirectly by any agreement, instrument, or with respect to any executory or unexpired lease that relates to the use, ability to acquire, or occupy real property, including all easements, licenses, permits, rights, privileges, immunities, options, rights of first refusal, powers, uses, usufructs, reciprocal easement agreements, vaults, tunnel or bridge agreements, or franchises, and any other equity interests in real estate or rights *in rem* related to such premises, unless any of the foregoing agreements have been rejected pursuant to an order of the Bankruptcy Court or are subject of a motion to reject filed on or before the Confirmation Date. Amendments, modifications, supplements, and restatements to any prepetition executory contracts or unexpired leases that have been executed by the Debtor during the Chapter 11 shall not be deemed to alter the prepetition nature of the executory contract or unexpired lease, or the validity, priority, or amount of any Claims that may have arise in connection. The Option to Purchase Agreement, dated April 20, 2015, made by and between Debtor and Quest IRA, Inc. is rejected as it assigned its interest to CPC Quest IRA, Inc. and the claim of CPC Quest IRA, Inc. is provided for in full and complete satisfaction, in this Plan pursuant to Paragraph 5.1.

9.3. Claims Based on Rejection of Executory Contracts or Unexpired Leases.

Damages arising from the rejection of an executory contract or unexpired lease shall be treated as a General Unsecured Claim against the Debtor unless subordinated by applicable law. Any Claim for damages arising from a rejected executory contract or unexpired lease must be asserted in a proof of claim filed with the Bankruptcy Court no later than twenty (20) days than the earlier of (i) the date of entry of an order of the Bankruptcy Court approving the rejection or (ii) the Effective Date.

9.4. Reservation of Rights.

Nothing contained in his Plan shall constitute an admission by the Debtor that any such contract or lease is an executory contract or unexpired lease or that Debtor has any liability arising under any executory contract or unexpired lease. Should a dispute arise as to whether a contract is an executory contract or unexpired lease, the Debtor or Reorganized Debtor shall have thirty (30) days following the entry of a Final Order resolving such dispute to alter its treatment of such contract or lease.

X. REJECTION OF CLASSES OF CLAIMS.

10.1. Impaired Classes to Vote.

Each impaired class of Claims shall be entitled to vote separately to accept or reject the Plan. A holder of a Disputed Claim which has not been temporarily allowed for voting purposes may vote only such Disputed Claim in an amount equal to the portion, if any, of such Claim shown as fixed liquidated, or undisputed in the Debtor's Schedules and is not the subject of any subsequently filed objection as to such fixed, liquidated, undisputed amount.

10.2. Acceptance by Class.

A class is deemed to have accepted the Plan if at least two-thirds (2/3) in amount and more than one-half (1/2) in number of Allowed Claims have such class have voted to accept or reject the Plan.

10.3. Reservation of Cramdown.

In the event that any impaired class shall fail to accept the Plan, the Debtor reserves the right to request the Bankruptcy Court to confirm in accordance with section 1129(b) of the Bankruptcy Code.

XI. EFFECT OF CONFIRMATION

11.1. Legally Binding Effect.

The provisions of this Plan shall bind all Creditors, Interest Holders, whether or not they accepted the Plan. On or after the Effective Date, all holders of Claims shall be precluded and enjoined from asserting any Claim (i) against the Debtor or Reorganized Debtor and (ii) any derivative claims, including claims against third parties asserting alter ego claims, fraudulent transfer claims, or any other type of successor liability.

11.2. Discharge of Debtor.

As provided for in § 1141 of the Bankruptcy Code, the provisions of Debtor's Plan shall bind the Debtor and any creditor under the Plan, whether or not the claims of the creditor is impaired under the Plan and whether or not the creditor has accepted the Plan. As provided for in § 1141(b) of the Bankruptcy Code, confirmation of the Debtor's Plan vests all of the property of the estate in the Debtor. After confirmation of the Debtor's Plan, all property of the Debtor dealt with by the Plan (which includes all property of the Debtor) is free and clear of all liens, claims, and interests of the creditors and equity security holders, except to the extent provided in this Plan.

The rights afforded in the Plan shall be in exchange for and in complete satisfaction, discharge, and release of all claims of any nature whatsoever occurring on or prior to the confirmation date, including any interest accrued thereon from and after the petition date, against Debtor, or any of its assets or properties. Except as otherwise provided herein, upon the Effective Date, in accordance with § 1141 of the Code, all such claims against Debtor shall be satisfied, discharged, and released in full. Except as otherwise provided herein, all creditors shall be precluded from asserting against Debtor any other or further claim based upon any act or omission, transaction, or other activity of any kind or nature occurring on or prior to the confirmation date.

Entry of the Confirmation Order will operate as a resolution, as of the Effective Date, of all pending legal proceedings against the Debtor and its assets and properties not yet instituted, except as otherwise provided in this Plan. Except as expressly provided in this Plan, all persons or entities who have held, hold, or may hold Claims against the Debtor are permanently enjoined on or after the Effective Date from (a) commencing or continuing in any matter any action or other proceeding of any kind against the Debtor, Reorganized Debtor, or parties personally guarantying such Claims; (b) the enforcement, attachment, collection or recovery by any matter or means of any judgment, award, decree or order with respect to any such Claim against the Debtor or Reorganized Debtor or its property; (c) the creation, perfection, or enforcement of any

encumbrance of any kind against the Debtor or Reorganized Debtor or its property; (d) assertion of any right of subrogation of any kind against any obligation due to the Debtor or Reorganized Debtor with respect to any Claim; (e) the assertion of any right of setoff or recoupment against the Debtor or Reorganized Debtor and its Property. Unless otherwise provided, all injunctions or automatic stays provided for in this case pursuant to sections 105 or 362 of the Bankruptcy Court and in existence on the Confirmation Date will remain in full force and effect until the Effective Date. Subject to the terms of the Plan and Confirmation Order, any default by the Debtor with respect to any Claim that existed immediately prior to the Chapter 11 shall be deemed satisfied on the Effective Date.

11.3. Limited Protection of Certain Parties.

Neither the Debtor, Reorganized Debtor, or their employees, officers, directors, agents, representatives, affiliates, attorneys, financial advisors, or any other professional persons employed by the Debtor or Reorganized Debtor (collectively "Protected Persons") shall have or incur any liability to any person or entity under any theory of liability for any act or omission occurring on or after the Petition Date in connection or related to the Debtor, Chapter 11 case, including but not limited to formulating, preparing, disseminating, implementing, confirming, consummating or administering this Plan (including soliciting acceptances or rejections of) or the Disclosure Statement, or any contract, instrument, release or other agreement entered into in connection with this Plan, except for acts constituting willful misconduct, gross negligence, or *ultra vires* activity and in all respects such Protected Persons shall be entitled to rely in good faith upon the advice of counsel. In any action, suit or proceeding by any person or entity contesting any action or non action by any Protected Person for willful misconduct, gross negligence, or *ultra vires* activity not being in good faith, the reasonable attorneys' fees and costs of the prevailing party will be paid by the losing party.

11.4. Indemnification.

The Debtor shall indemnify each Person identified as a Protected Person per Section 10.3 against any and all costs and expense (including attorneys' fees) incurred by any of them in defending against post-Confirmation Date claims that are based on actions allegedly taken or not taken in their respective capacities relating to the Debtor, provided no Protected Person shall be entitled to indemnification under this Plan for the costs and expenses of defending a cause of action in which it ultimately judicially determined that such Protected Person was grossly negligent or acted fraudulently or with willful misconduct in performing such Protected Person's duties. Any Protected Person entitled to indemnification under this section shall have priority in distribution right senior to the holders of Allowed General Unsecured Claims.

11.5. Anti-Discrimination.

A Governmental Unit may not deny, revoke, suspend, or refuse to renew a license, permit, charter, franchise, or other similar grant to, condition such a grant to, or discriminate with respect to such a grant against the Debtor or another person with whom the Debtor has been or are associated or affiliated solely because of the commencement, continuation, or termination of the case or because of any provision of the Plan or the legal effect of the Plan, and the Confirmation Order will constitute an express injunction against any such discriminatory treatment by a Governmental Unit. A Governmental Unit may not deny, revoke, suspend, or refuse to renew a license, permit, charter, franchise, or other similar grant to the Debtor based

upon any requirement that the Debtor place a bond or other surety obligation with such governmental unit as a condition of receipt of such a license, permit, charter, franchise, or other similar grant to the Debtor.

11.6. Preservation of Claims and Rights.

Confirmation of the Plan effects no settlement, compromise, waiver or release of any Claim, Cause of Action, Right of Action or claim for relief unless the Plan or the Confirmation specifically and unambiguously provide so. The non-disclosure or non-discussion of any particular Claim, Cause of Action, Right of Action or claim for relief is not and shall not be construed as a settlement, compromise, waiver, or release of any such Claim, Cause of Action, Right of Action or claim for relief.

XII. RETENTION OF JURISDICTION

The Court shall retain and have exclusive jurisdiction over this Chapter 11 Case to the maximum extent as provided by law for the following purposes subsequent to Confirmation of the Debtor's Plan: (i) to determine any and all objections to the allowance and classification of Claims or Interests; (ii) to determine the validity and priority of any Lien; (iii) to determine the Allowed Amount of any Claim, whether secured or unsecured; (iv) to allow any and all applications for allowances of compensation and reimbursement of expenses payable from the estate; (v) to determine any and all applications or motions pending before the Court on the Effective Date, including but not limited to, any motions for the rejection, assumption and or assignment of any executory contract or unexpired lease; (vi) to consider and approve any modification of the Plan, remedy any defect or omission or reconcile any inconsistency in the Plan, or any order of the Court, including the Confirmation Order or any transactions or payments contemplated in the Plan; (vii) to consider and act on the compromise or settlement of any claim or cause of action by or against the Debtor; (viii) to issue orders in aid of the execution and implementation of the Plan and Confirmation Order; and (ix) to hear and determine matters concerning federal or local taxes.

XIII. MISCELLANEOUS PROVISIONS

13.1. Bar Date for Administrative Claims.

No Administrative Claim, other than Professional Fees and United States Trustee fees, will be paid unless the holder of such Administrative Claim has filed an application for payment of such Administrative Claim on or before the Administrative Claim Bar Date. Upon the filing of any application for payment, the entity seeking payment of an Administrative Claim shall provide notice by United States Mail. Any Administrative Claim, other than Professional Fees and United States Trustee fees, not filed in accordance with this section shall be barred and the Debtor shall have no liability for payment of any such Administrative Claim.

13.2. Objections to Administrative Claims.

Objections to Applications for payment of Administrative Claims may be filed by any party in interest. In order to be considered, such objections must be filed on or before the

twenty-first (21st) day following the date on which the application was filed. Any objections will be considered by the Bankruptcy Court.

13.3. Payment of Professional Fees.

Each holder of a Professional Fee Claim shall be paid in respect of such Professional Fee Claim in Cash, in full, on the Effective Date, unless otherwise provided for in the Plan, or if such Claim has not been approved by the Bankruptcy Court on or before the Effective Date, within thirty (30) days after Bankruptcy Court approval of the Professional Fee. Final fee applications for any Professional Fee Claim that has not been approved as of the Effective Date shall be filed within thirty (30) days of the Effective Date and such applications and objections thereto shall be filed in accordance with and comply with the Bankruptcy Code, Bankruptcy Rules, Local Bankruptcy Rules.

13.4. Payment of United States Trustee Fees.

Within thirty (30) days of the date that such payments are due, the Debtor shall pay all amounts owed to the United States Trustee as fees and costs imposed in connection with this Chapter 11 case.

13.5. Satisfaction of Liabilities.

Treatment of all Claims and Interest herein shall be in exchange for complete satisfaction and release of all Claims and Interests of any nature whatsoever against the Debtor, Reorganized Debtor, or entities or individuals guarantying such Claims and Interests. Neither the Debtor nor the Reorganized Debtor shall be responsible for any pre-Effective Date obligations of the Debtor.

13.6. Amendment of Plan.

The Plan may be amended or modified by the Debtor after the Effective Date as provided in section 1127 of the Bankruptcy Code.

13.7. Right to Seek Further Orders.

Notwithstanding confirmation of this Plan, Debtor reserves the right to seek further Orders from the Bankruptcy Court relating to this Chapter 11 case.

13.8. Withdrawal of Plan.

Debtor reserves the right to withdraw the Plan prior to the Confirmation Hearing.

13.9. Reservation of Claims.

The Debtor reserves any and all claims and rights against any and all third parties, whether such claims and rights arose before, on or after the Petition Date, the Confirmation Date, the Effective Date, to any and all Claims and Causes of Action for relief that the Debtor may have against any director, officer, any insurer under any insurance policy, or any other person or entity. Entry of the Confirmation Order shall not constitute *res judicata* or any bar, estoppel, or inhibit any actions by the Debtor relating to any Claims or Causes of Action.

13.10. Dates.

The provisions of Bankruptcy Rule 9006 shall govern the calculation of any dates or deadlines referred to in the Plan.

13.11. Governing Law.

Except to the extent that the Bankruptcy Code or Bankruptcy Rules are applicable, the rights and obligations arising under the Plan shall be governed by, and construed and enforced in accordance with, the laws of the State of Texas, without giving effect to any conflicts of law.

13.12. Rules of Construction.

Unless otherwise specified, all section, article, schedule or exhibit references in this Plan are to the respective section in, article of, or schedule or exhibit to, this Plan. The rules of construction as provided in section 102 of the Bankruptcy Code shall apply to the construction of this Plan except section 102(5) of the Bankruptcy Code. The headings in this Plan are for convenience of reference and shall not limit or otherwise affect the provisions of this Plan.

13.13. Conflict.

Except as provided for in the Plan, to the extent there are any inconsistencies between the Confirmation Order and the Plan and Disclosure Statement, any other agreement entered into by the Debtor and any third parties, the Plan controls the Disclosure Statement and any such agreements and the Confirmation Order (and any other orders of the Bankruptcy Court) controls the Plan.

13.14. 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.

13.15. Setoffs.

The Debtor may but shall not be required to set off against any Claims and payments to be made pursuant to the Plan in respect of such Claims, any and all debts, liabilities and claims of every type and nature that the Estate may have against the Holder of any Claim, but neither the failure to do so nor the Allowance of any such Claims, whether pursuant to the Plan or otherwise, shall constitute a waiver or release by the Debtor of any such claims it may have against such Holder of any Claim, and all such claims shall be reserved for and retained by the Debtor.

[Signature Page Follows]

Dated: July 28, 2017

BENFER STORAGE LLC

By: /s/Alberto Bernardoni
Alberto Bernardoni
President

CORRAL TRAN SINGH, LLP

By: /s/Susan Tran
Adam Corral | TBN: 24080404
Susan Tran | TBN: 24075648
Brendon Singh | TBN: 24075646
1010 Lamar, Suite 1160
Houston TX 77002
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Fax: (832) 975-7301
Susan.Tran@ctsattorneys.com

**ATTORNEYS FOR THE DEBTOR AND
DEBTOR IN POSSESSION
BENFER STORAGE LLC**

EXHIBIT B

BENFER STORAGE LLC LIQUIDATION ANALYSIS

Plan Proponent's Estimated Liquidation Value of Assets

Assets	
Cash on hand	\$189,893.00
Accounts receivable	
Building & Land	\$700,000.00
Total Assets at Liquidation Value	\$889,893.00
Less:	
Secured creditors' recoveries	
CPC Quest IRA Holdings, LLC	\$805,110.30
Chaviva LLC	\$120,000.00
Can Capital	\$71,870.92
Harris County et al	\$7,149.20
Klein ISD	\$12,895.23
	\$1,017,025.65
	\$25,000.00
Less:	
Chapter 7 trustee fees and expenses	
Less:	\$5,900.00
Chapter 11 administrative expenses	
Less:	\$12,000.00
Priority claims, excluding administrative expense claims	
(1) Balance for unsecured claims	\$85,550.00
(2) Total dollar amount available for unsecured claims	(\$170,032.65)
Percentage of Claims Which Unsecured Creditors Would Receive or Retain in a Chapter 7 Liquidation:	0.00%

EXHIBIT C

Fill in this information to identify the case

Debtor name Benfer Storage LLC

United States Bankruptcy Court for the: SOUTHERN DISTRICT OF TEXAS

Case number 17-32767
(if known)

Check if this is an amended filing

Official Form 206A/B

Schedule A/B: Assets -- Real and Personal Property

12/15

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

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

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

Part 1: Cash and cash equivalents

1. Does the debtor have any cash or cash equivalents?

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

All cash or cash equivalents owned or controlled by the debtor

Current value of debtor's interest

2. Cash on hand

3. Checking, savings, money market, or financial brokerage accounts (Identify all)

Name of institution (bank or brokerage firm)	Type of account	Last 4 digits of account number	Current value of debtor's interest
3.1. Allegiance Bank Checking account	Checking account		\$180,000.00
3.2. Wells Fargo Checking account	Checking account		\$0.00

4. Other cash equivalents (Identify all)

Name of institution (bank or brokerage firm)

5. Total of Part 1

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

\$180,000.00

Part 2: Deposits and prepayments

6. Does the debtor have any deposits or prepayments?

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

Debtor Benfer Storage LLC Case number (if known) 17-32767
 Name

Current value of
debtor's interest

7. Deposits, including security deposits and utility deposits

Description, including name of holder of deposit

8. Prepayments, including prepayments on executory contracts, leases, insurance, taxes, and rent

Description, including name of holder of prepayment

9. Total of Part 2.

Add lines 7 through 8. Copy the total to line 81.

\$0.00

Part 3: Accounts receivable

10. Does the debtor have any accounts receivable?

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

Current value of
debtor's interest

11. Accounts receivable

11a. 90 days old or less:	\$0.00	-	\$0.00	= →	\$0.00
	face amount		doubtful or uncollectible accounts			
11b. Over 90 days old:	\$0.00	-	\$0.00	= →	\$0.00
	face amount		doubtful or uncollectible accounts			

12. Total of Part 3

Current value on lines 11a + 11b = line 12. Copy the total to line 82.

\$0.00

Part 4: Investments

13. Does the debtor own any investments?

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

Valuation method
used for current value

Current value of
debtor's interest

14. Mutual funds or publicly traded stocks not included in Part 1

Name of fund or stock:

15. Non-publicly traded stock and interests in incorporated and unincorporated businesses, including any interest in an LLC, partnership, or joint venture

Name of entity: _____ % of ownership: _____

16. Government bonds, corporate bonds, and other negotiable and non-negotiable instruments not included in Part 1

Describe:

17. Total of Part 4

Add lines 14 through 16. Copy the total to line 83.

\$0.00

Part 5: Inventory, excluding agriculture assets

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

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

Debtor Benfer Storage LLC Case number (if known) 17-32767
 Name _____

General description	Date of the last physical inventory MM/DD/YYYY	Net book value of debtor's interest (Where available)	Valuation method used for current value	Current value of debtor's interest
19. Raw materials				
20. Work in progress				
21. Finished goods, including goods held for resale				
22. Other inventory or supplies				
23. Total of Part 5 Add lines 19 through 22. Copy the total to line 84.				\$0.00
24. Is any of the property listed in Part 5 perishable? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes				
25. Has any of the property listed in Part 5 been purchased within 20 days before the bankruptcy was filed? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Book value _____ Valuation method _____ Current value _____				
26. Has any of the property listed in Part 5 been appraised by a professional within the last year? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes				

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

27. Does the debtor own or lease any farming or fishing-related assets (other than titled motor vehicles and land)?
 No. Go to Part 7.
 Yes. Fill in the information below.

General description	Net book value of debtor's interest (Where available)	Valuation method used for current value	Current value of debtor's interest
28. Crops--either planted or harvested			
29. Farm animals <i>Examples:</i> Livestock, poultry, farm-raised fish			
30. Farm machinery and equipment (Other than titled motor vehicles)			
31. Farm and fishing supplies, chemicals, and feed			
32. Other farming and fishing-related property not already listed in Part 6			
33. Total of Part 6. Add lines 28 through 32. Copy the total to line 85.			\$0.00
34. Is the debtor a member of an agricultural cooperative? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Is any of the debtor's property stored at the cooperative? <input type="checkbox"/> No <input type="checkbox"/> Yes			
35. Has any of the property listed in Part 6 been purchased within 20 days before the bankruptcy was filed? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Book value _____ Valuation method _____ Current value _____			
36. Is a depreciation schedule available for any of the property listed in Part 6? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes			
37. Has any of the property listed in Part 6 been appraised by a professional within the last year? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes			

Debtor Benfer Storage LLC
Name

Case number (if known) 17-32767

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

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

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

General description	Net book value of debtor's interest (Where available)	Valuation method used for current value	Current value of debtor's interest
39. Office furniture			
40. Office fixtures			
41. Office equipment, including all computer equipment and communication systems equipment and software			
42. Collectibles <i>Examples:</i> Antiques and figurines; paintings, prints, or other artwork; books, pictures, or other art objects; china and crystal; stamp, coin, or baseball card collections; other collections, memorabilia, or collectibles			

43. Total of Part 7.
Add lines 39 through 42. Copy the total to line 86.

\$0.00

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

- No
- Yes

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

- No
- Yes

Part 8: Machinery, equipment, and vehicles

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

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

General description	Net book value of debtor's interest (Where available)	Valuation method used for current value	Current value of debtor's interest
47. Automobiles, vans, trucks, motorcycles, trailers, and titled farm vehicles			
48. Watercraft, trailers, motors, and related accessories <i>Examples:</i> Boats, trailers, motors, floating homes, personal watercraft, and fishing vessels			
49. Aircraft and accessories			
50. Other machinery, fixtures, and equipment (excluding farm machinery and equipment)			

51. Total of Part 8.
Add lines 47 through 50. Copy the total to line 87.

\$0.00

52. Is a depreciation schedule available for any of the property listed in Part 8?

- No
- Yes

53. Has any of the property listed in Part 8 been appraised by a professional within the last year?

- No
- Yes

Debtor Benfer Storage LLC
Name

Case number (if known) 17-32767

Part 9: Real property

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

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

55. Any building, other improved real estate, or land which the debtor owns or in which the debtor has an interest

Description and location of property Include street address or other description such as Assessor Parcel Number (APN), and type of property (for example, acreage, factory, warehouse, apartment or office building), if available.	Nature and extent of debtor's interest in property	Net book value of debtor's interest (Where available)	Valuation method used for current value	Current value of debtor's interest
----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	----------------------------------------------------------	-------------------------------------------------------------	-----------------------------------------------	---------------------------------------

55.1. 5135 MITTLESTEDT RD HOUSTON TX 77069 5135 MITTLESTEDT RD Legal description: TR 36A ABST 618 B PAGE (includes 2 self-storage buildings and one warehouse)	fee simple	\$1,100,000.00		\$1,100,000.00
-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	------------	----------------	--	----------------

56. Total of Part 9.

Add the current value on lines 55.1 through 55.6 and entries from any additional sheets. Copy the total to line 88.

\$1,100,000.00

57. Is a depreciation schedule available for any of the property listed in Part 9?

- No
- Yes

58. Has any of the property listed in Part 9 been appraised by a professional within the last year?

- No
- Yes

Part 10: Intangibles and Intellectual Property

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

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

General description	Net book value of debtor's interest (Where available)	Valuation method used for current value	Current value of debtor's interest
---------------------	-------------------------------------------------------------	--------------------------------------------	---------------------------------------

60. Patents, copyrights, trademarks, and trade secrets

61. Internet domain names and websites

62. Licenses, franchises, and royalties

63. Customer lists, mailing lists, or other compilations

64. Other intangibles, or intellectual property

65. Goodwill

66. Total of Part 10.

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

\$0.00

67. Do your lists or records include personally identifiable information of customers (as defined in 11 U.S.C. §§ 101(41A) and 107)?

- No
- Yes

Debtor Benfer Storage LLC Case number (if known) 17-32767
Name

68. Is there an amortization or other similar schedule available for any of the property listed in Part 10?

- No
- Yes

69. Has any of the property listed in Part 10 been appraised by a professional within the last year?

- No
- Yes

Part 11: All other assets

70. Does the debtor own any other assets that have not yet been reported on this form?

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

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

Current value of
debtor's interest

71. Notes receivable

Description (include name of obligor)

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

Description (for example, federal, state, local)

73. Interests in insurance policies or annuities

74. Causes of action against third parties (whether or not a lawsuit has been filed)

75. Other contingent and unliquidated claims or causes of action of every nature, including counterclaims of the debtor and rights to set off claims

76. Trusts, equitable or future interests in property

77. Other property of any kind not already listed *Examples:* Season tickets, country club membership

78. Total of Part 11.

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

\$0.00

79. Has any of the property listed in Part 11 been appraised by a professional within the last year?

- No
- Yes

Debtor Benfer Storage LLC
Name

Case number (if known) 17-32767

Part 12: Summary

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

Type of property	Current value of personal property	Current value of real property
80. Cash, cash equivalents, and financial assets. <i>Copy line 5, Part 1.</i>	<u>\$180,000.00</u>	
81. Deposits and prepayments. <i>Copy line 9, Part 2.</i>	<u>\$0.00</u>	
82. Accounts receivable. <i>Copy line 12, Part 3.</i>	<u>\$0.00</u>	
83. Investments. <i>Copy line 17, Part 4.</i>	<u>\$0.00</u>	
84. Inventory. <i>Copy line 23, Part 5.</i>	<u>\$0.00</u>	
85. Farming and fishing-related assets. <i>Copy line 33, Part 6.</i>	<u>\$0.00</u>	
86. Office furniture, fixtures, and equipment; and collectibles. <i>Copy line 43, Part 7.</i>	<u>\$0.00</u>	
87. Machinery, equipment, and vehicles. <i>Copy line 51, Part 8.</i>	<u>\$0.00</u>	
88. Real property. <i>Copy line 56, Part 9</i> →		<u>\$1,100,000.00</u>
89. Intangibles and intellectual property. <i>Copy line 66, Part 10.</i>	<u>\$0.00</u>	
90. All other assets. <i>Copy line 78, Part 11.</i>	+ <u>\$0.00</u>	
91. Total. Add lines 80 through 90 for each column. 91a.	<u>\$180,000.00</u>	+ 91b. <u>\$1,100,000.00</u>
92. Total of all property on Schedule A/B. Lines 91a + 91b = 92.....		<u>\$1,280,000.00</u>

EXHIBIT D

Fill in this information to identify the case:

Debtor name Benfer Storage LLC

United States Bankruptcy Court for the: SOUTHERN DISTRICT OF TEXAS

Case number (if known) 17-32767

Check if this is an amended filing

Official Form 206D

Schedule D: Creditors Who Have Claims Secured by Property

12/15

Be as complete and accurate as possible.

1. Do any creditors have claims secured by debtor's property?

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

Part 1: List Creditors Who Have Secured Claims

2. List in alphabetical order all creditors who have secured claims. If a creditor has more than one secured claim, list the creditor separately for each claim.

Column A Amount of claim Do not deduct the value of collateral.	Column B Value of collateral that supports this claim
--------------------------------------------------------------------------	----------------------------------------------------------------

<p>2.1 Creditor's name <u>Chavia LLC</u></p> <p>Creditor's mailing address <u>9426 Fernwood</u></p> <p><u>Houston TX 77040</u></p> <p>Creditor's email address, if known _____</p> <p>Date debt was incurred _____</p> <p>Last 4 digits of account number _____</p> <p>Do multiple creditors have an interest in the same property? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes. Specify each creditor, including this creditor, and its relative priority. 1) CPC Quest IRA Holdings LLC; 2) Chavia LLC.</p>	<p>Describe debtor's property that is subject to a lien <u>5135 MITTLESTEDT RD</u></p> <p>Describe the lien <u>deed of trust</u></p> <p>Is the creditor an insider or related party? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes</p> <p>Is anyone else liable on this claim? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Fill out <i>Schedule H: Codebtors</i> (Official Form 206H)</p> <p>As of the petition filing date, the claim is: Check all that apply. <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed</p>	<p><u>\$120,000.00</u></p>	<p><u>\$1,100,000.00</u></p>
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3. Total of the dollar amounts from Part 1, Column A, including the amounts from the Additional Page, if any.

\$925,110.30

Debtor Benfer Storage LLC

Case number (if known) 17-32767

Part 1: Additional Page

Column A Amount of claim Do not deduct the value of collateral.	Column B Value of collateral that supports this claim
--------------------------------------------------------------------------	----------------------------------------------------------------

Copy this page only if more space is needed. Continue numbering the lines sequentially from the previous page.

<p>2.2 Creditor's name <u>CPC Quest IRA Holdings LLC</u></p> <p>Creditor's mailing address <u>17171 Park Row</u> <u>Suite 100</u></p> <p><u>Houston TX 77084</u></p> <p>Creditor's email address, if known _____</p> <p>Date debt was incurred _____</p> <p>Last 4 digits of account number _____</p> <p>Do multiple creditors have an interest in the same property? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes. Have you already specified the relative priority? <input type="checkbox"/> No. Specify each creditor, including this creditor, and its relative priority. <input checked="" type="checkbox"/> Yes. The relative priority of creditors is specified on lines <u>2.1</u></p>	<p>Describe debtor's property that is subject to a lien <u>5135 MITTLESTEDT RD</u></p> <p>Describe the lien <u>deed of trust</u></p> <p>Is the creditor an insider or related party? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes</p> <p>Is anyone else liable on this claim? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes. Fill out <i>Schedule H: Codebtors</i> (Official Form 206H)</p> <p>As of the petition filing date, the claim is: Check all that apply. <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed</p>	<p><u>\$805,110.30</u></p> <p><u>\$1,100,000.00</u></p>
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Fill in this information to identify the case:	
Debtor	<u>Benfer Storage LLC</u>
United States Bankruptcy Court for the:	<u>SOUTHERN DISTRICT OF TEXAS</u>
Case number (if known)	<u>17-32767</u>

Check if this is an amended filing

Official Form 206E/F

Schedule E/F: Creditors Who Have Unsecured Claims

12/15

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

Part 1: List All Creditors with PRIORITY Unsecured Claims

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

- No. Go to Part 2.
- Yes. Go to line 2.

2. List in alphabetical order all creditors who have unsecured claims that are entitled to priority in whole or part. If more space is needed for priority unsecured claims, fill out and attach the Additional Page of Part 1.

Total claim Priority amount

Debtor Benfer Storage LLC

Case number (if known) 17-32767

Part 2: List All Creditors with NONPRIORITY Unsecured Claims

3. List in alphabetical order all of the creditors with nonpriority unsecured claims. If more space is needed for nonpriority unsecured claims, fill out and attach the Additional Page of Part 2.

			Amount of claim
3.1	Nonpriority creditor's name and mailing address	As of the petition filing date, the claim is: <i>Check all that apply.</i>	<u>\$80,000.00</u>
	<u>Chavia LLC</u>	<input type="checkbox"/> Contingent	
	<u>9426 Fernwood</u>	<input type="checkbox"/> Unliquidated	
		<input type="checkbox"/> Disputed	
	<u>Houston TX 77040</u>	Basis for the claim: <u>unsecured loan</u>	
	Date or dates debt was incurred _____	Is the claim subject to offset?	
	Last 4 digits of account number _____	<input checked="" type="checkbox"/> No	
		<input type="checkbox"/> Yes	

3.2	Nonpriority creditor's name and mailing address	As of the petition filing date, the claim is: <i>Check all that apply.</i>	<u>\$500.00</u>
	<u>Comcast</u>	<input type="checkbox"/> Contingent	
	<u>P.O. Box 660618</u>	<input type="checkbox"/> Unliquidated	
		<input type="checkbox"/> Disputed	
	<u>Dallas TX 75266</u>	Basis for the claim: <u>unpaid bills</u>	
	Date or dates debt was incurred _____	Is the claim subject to offset?	
	Last 4 digits of account number _____	<input checked="" type="checkbox"/> No	
		<input type="checkbox"/> Yes	

3.3	Nonpriority creditor's name and mailing address	As of the petition filing date, the claim is: <i>Check all that apply.</i>	<u>\$5,000.00</u>
	<u>Sowell, Alvares, Walls PLLC</u>	<input type="checkbox"/> Contingent	
	<u>21320 Provincial Blvd</u>	<input type="checkbox"/> Unliquidated	
		<input type="checkbox"/> Disputed	
	<u>Katy TX 77450</u>	Basis for the claim: <u>Attorney Fees</u>	
	Date or dates debt was incurred _____	Is the claim subject to offset?	
	Last 4 digits of account number _____	<input checked="" type="checkbox"/> No	
		<input type="checkbox"/> Yes	

Debtor Benfer Storage LLC Case number (if known) 17-32767

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

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

	Total of claim amounts	
5a. Total claims from Part 1	5a. <u>\$0.00</u>	
5b. Total claims from Part 2	5b. + <u>\$85,500.00</u>	
5c. Total of Parts 1 and 2 Lines 5a + 5b = 5c.	5c. <table border="1" style="display: inline-table;"><tr><td style="text-align: right;"><u>\$85,500.00</u></td></tr></table>	<u>\$85,500.00</u>
<u>\$85,500.00</u>		