

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE WESTERN DISTRICT OF TEXAS  
SAN ANTONIO DIVISION

IN RE: § BANKRUPTCY NO. 16-51690-cag  
CITY TOURS, INC. §  
DEBTOR § CHAPTER 11 PROCEEDING

CITY TOURS, INC.'S AMENDED DISCLOSURE STATEMENT

NOTICE OF VOTING AND OBJECTION DEADLINES AND  
NOTICE OF CONFIRMATION HEARING

A copy of the Debtor's First Amended Plan of Reorganization ("Plan"), and this First Amended Disclosure Statement ("Disclosure Statement") is attached. If you are a holder of a claim that is impaired by the Plan, you have the right to vote by the enclosed ballot. **The deadline for receipt of your ballot is August 18, 2017 by 5:00 p.m CST.** Late ballots may not be counted.

This Disclosure Statement was approved by the Bankruptcy Court on July 11, 2017. Please read the enclosed Plan and Disclosure Statement in its entirety before you vote. You may wish to retain your own attorney or accountant to assist you in determining whether to accept or reject the proposed plan. Neither the Debtor nor its counsel can give you advice on how to vote.

The Plan will not be binding on any person unless the United States Bankruptcy Court enters an order confirming the Plan. There are many requirements for confirmation of a plan. These are contained in § 1129 of the Bankruptcy Code. One of the requirements is that at least one class of impaired claims votes to accept the Plan, by both a two-thirds majority (measured by the dollar amounts of claims that are voted) and a simple majority (measured by persons who vote). Accordingly, it is important that you return your ballot. Mailing instructions are contained on the

ballot.

You may also file a written objection to confirmation of the Plan. Written objections must be filed with the Clerk of the Bankruptcy Court and also served on Debtors' counsel. **The Deadline to file a written objection is August 18, 2017 by 5:00 p.m. CST. A vote rejecting the plan is not the same as an objection to the plan.**

A hearing on whether to confirm the Plan has been scheduled for **August 30, 2017, at 9:30 a.m.** in the United States Bankruptcy Court, Courtroom No. 1, 3<sup>rd</sup> Floor, 615 East Houston Street, San Antonio, Texas. The hearing is open to the public.

All ballots and objections to confirmation must be filed with the Clerk of the United States Bankruptcy Court for the Western District of Texas and also served on counsel for the Debtor whose addresses are as follow:

**United States Bankruptcy Court  
615 E. Houston Street, Rm 597  
San Antonio, Texas 78205**

**Dean W. Greer  
2929 Mossrock, Suite 117  
San Antonio, Texas 78230  
Facsimile No. 210.342.3633  
Email: dwgreer@sbcglobal.net**

## I.

### INTRODUCTION

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 the Debtor 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. If you want additional information about the Plan, you should contact **Dean W. Greer**, Law Offices of Dean W. Greer, 2929 Mossrock, Suite 117, San Antonio, Texas 78230 or Email: [dwgreer@sbcglobal.net](mailto:dwgreer@sbcglobal.net)

## II.

### BACKGROUND

#### A. Description and History of the Debtor’s Business

Debtor operates a charter business in San Antonio, Texas. It has been the designated charter services for the San Antonio Airport for flat fee charters for several years. It operates charter buses throughout San Antonio and South Texas and operates both a trolley service and a double deck bus service in downtown San Antonio and multiple vehicles providing charter services to and from the San Antonio Airport. It is a Execucar franchisee.

#### B. Events leading to Chapter 11 filing

Beginning in 2014, the San Antonio Airport began construction of the airport. This caused significant problems to the Debtor because for a period of time its lease space within the airport was not within the passenger traffic areas and it took six months to relocate the ticket counters where it was visible to airport passengers. In addition, the Debtor’s operations were negatively impacted by the allowance of both Uber and Lift to operate on the airport property without charging those entities fees for such operations. Combined the Debtor lost over \$1.5 million in monies in revenues which caused the Debtor to become delinquent in its payments to creditors and this bankruptcy ensued.

**C. Significant Events During the Bankruptcy Case**

During the bankruptcy, the Debtor has stabilized its business and has negotiated payments with many of its secured creditors. After May, 2017, the Debtor will no longer have the airport contract because the Debtor determined that with City's allowance of Uber and Lift to pick up and deliver passengers, it was no longer viable to maintain it. Frankly, given the historic tension with the City of San Antonio, it was doubtful the Debtor could have obtained such a contract, even if it desired one. Instead, the Debtor has obtained city permits to pickup and deliver passengers as a charter service.

A further event is that the debtor is losing its lease at the Union Stockyards where the principal offices of the debtor resides. Debtor will relocate by the end of August, 2017.

**D. Projected Recovery of Avoidable Transfers**

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

**E. Claims Objections**

Except to the extent that a claim is already allowed pursuant to a final non-appealable order, the Debtor reserves the right to object to claims. Therefore, even if your claim is allowed for voting purposes, you may not be entitled to a distribution if an objection to your claim is later upheld. The procedures for resolving disputed claims are set forth in Article V of the Plan.

**III.**

**SUMMARY OF THE PLAN OF REORGANIZATION AND TREATMENT OF CLAIMS AND EQUITY INTEREST**

**A. What is the Purpose of the Plan of Reorganization?**

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

**B. Classes of Creditors and Proposed Treatment**

**1 Administrative Expenses.**

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

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

Type	Estimated Amount Owed	Proposed Treatment
Expenses Arising in the Ordinary Course of Business After the Petition Date	0.00	Paid in full on the effective date of the Plan, or according to terms of obligation if later
The Value of Goods Received in the Ordinary Course of Business Within 20 Days Before the Petition Date	0.00	Paid in full on the effective date of the Plan, or according to terms of obligation if later
Professional Fees, as approved by the Court.	\$40,000 (Est) net of Retainer and any post petition payments	Paid in full on the effective date of the Plan, or according to separate written agreement, or according to court order if such fees have not been approved by the Court on the effective date of the Plan
Clerk's Office Fees	\$0.00	Paid in full on the effective date of the Plan
Other administrative expenses including leases cure payments and 941 taxes	\$0.00	None

Office of the U.S. Trustee Fees	Current	Paid in full on the effective date of the Plan
TOTAL	\$40,000.00	

2 *Priority Taxes*

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

a) Claim of Internal Revenue Services. (Claim No. 1) in the amount of \$265,074.03 (tax periods 2015-2016). Allowed claim will be paid so that the claim will be paid is satisfied in full on or before 60 months from the petition date of 07/29/16. The unpaid balance of the IRS's claim shall bear interests at 4.00% per annum beginning on the Effective Date. Estimated payments of \$5,984.00 will commence 30 days after the Effective Date. To the extent the monthly payments will not amortize the allowed claims within 60 months, the 60<sup>th</sup> payment will be increased so that the claim is paid in full. Payments will be made on the 10<sup>th</sup> day of each month.

b) Claim of Bexar County. (Claim No. 2) in the amount of \$198,143.74. Debtor proposes to pay \$5,217.00 for 60 months from the petition date of 7/29/16. Bexar County's claim will bear interest at 12% per annum. Payments will commence on the 29<sup>th</sup> day of the month following confirmation and on the 29<sup>th</sup> of each month thereafter until paid. The payments contemplate that the debt will be paid in 60 months from the commencement of the payments. To the extent the monthly payments will not amortize the allowed claim within 60 months from the petition date, the 60<sup>th</sup> payment will be increased so that the claim is paid in full. Bexar County will retain its lien rights. The interest of 12% per annum will apply pre and post confirmation until the claim is paid in full. Post petition taxes (2017 and subsequent years) are ordinary course administrative expenses of the estate and should be

treated and paid in the ordinary course without the need for filing an administrative claim and request for payment by Bexar County)

c) Claim of Comptroller of Public Accounts (Sales & Use Tax)(Claim No. 27) in the amount of \$9,265.46. Debtor proposes to pay \$210.00 for approximately 48 months from the petition date of 7/29/2016. This claim will bear interest at 4% per annum. Payments will commence on the 29<sup>th</sup> day of the month following confirmation and on the 29th of each month thereafter until paid.

d) Claim of Comptroller of Public Accounts (International fuel Tax)(Claims No. 31 & 32) in the total amount of \$2,685.45. Debtor denies this claim is owed. To the extent it is owed, Debtor proposes to pay \$60.00 for approximately 48 months from the petition date of 7/29/2016. This claim will bear interest at 4% per annum. Payments will commence on the 29<sup>th</sup> day of the month following confirmation and on the 29th of each month thereafter until paid.

e) Claim of Comptroller of Public Accounts (Claims No. 33) in the total amount of \$22,000.00. Debtor proposes to pay \$500.00 for approximately 48 months from the petition date of 7/29/2016. This claim will bear interest at 4% per annum. Payments will commence on the 29<sup>th</sup> day of the month following confirmation and on the 29th of each month thereafter until paid.

f) Claim of Texas Work Force Commission (Claim No. 4) in the amount of \$10,185.05. Debtor proposes to pay \$230.00 for approximately 48 months from the petition date of 7/29/2016. This claim will bear interest at 4% per annum. Payments will commence on the 29<sup>th</sup> day of the month following confirmation and on the 29th of each month thereafter until paid.

### 3. United States Trustee Fees

All fees required to be paid by 28 U.S.C. § 1930(a)(6) (U.S. Trustee Fees) will accrue and be timely paid until the case is closed, dismissed, or converted to another chapter of the Code. Any U.S. Trustee Fees owed on or before the effective date of this Plan will be paid on the effective date.

4. *Plan Treatment for Secured Creditors, Unsecured Creditors and Equity Holders*

<p>Class 1: Ally Financial #1</p>	<p>Impaired</p>	<p>Claimant has a secured claim in the approximate amount of \$59,700.11 secured by a 2014 Cadillac Escalade. Debtor will pay this claim in monthly payments of \$1,110.00 which includes interest at 4.9% per annum. Payments will commence on the 15<sup>th</sup> day of the month following the Effective Date and on the 15<sup>th</sup> day of each month thereafter until paid. This resolves claim no. 7</p>
<p>Class 2: Ally Financial #2</p>	<p>Impaired</p>	<p>Claimant has a secured claim in the approximate amount of \$54,804.16 secured by a 2013 Cadillac Escalade. Debtor will pay this claim in monthly payments of \$1,032.00 which includes interest at 4.9% per annum. Payments will commence on the 15<sup>th</sup> day of the month following the Effective Date and on the 15<sup>th</sup> day of each month thereafter until paid. This resolves claim no. 9</p>
<p>Class 3: Fleet Finance #1</p>	<p>Impaired</p>	<p>Claimant has a secured claim in the approximate amount of \$82,000.00 secured by (2) Freightliner Sprinter Vans; (3) 2011 Mercedes Vans. Debtor will surrender this collateral. This partially resolves claim no. 19.</p>
<p>Class 4: Fleet Finance #2</p>	<p>Impaired</p>	<p>Claimant has a secured claim in the approximate amount of \$290,000 secured by a 2013 Van Hool C2045 bus. Debtor will resume contractual payments of \$5,311 which includes contractual interest for approximately 53 months. This partially resolves claim no. 19.</p>



<p>Class 5: Great America Financial Serv</p>	<p>Impaired</p>	<p>Claimant has a secured claim in the scheduled amount of \$31,063.55 secured by a tire changer and balancer. Debtor intends to amend it schedules to show it is disputed. To the extent of the allowed claim, Debtor will make monthly payments of \$571.00 which includes interest at 4% per annum. Payments will commence on the 15<sup>th</sup> day of the month following the Effective Date and on the 15<sup>th</sup> day of each month thereafter until paid.</p>
<p>Class 6: Wallis State Bank</p>	<p>Impaired</p>	<p>Claimant has a claim in the approximate amount of \$1,610,000.00. This claim has been reduced by adequate protection payments. The claim is secured by various trucks and equipment. Debtor intends to surrender certain of the collateral and the remaining collateral may not fully secure this debt. Subject to these conditions, Debtor will pay \$26,000 per month (which includes interest at 6% per annum) for 72 months.</p>
<p>Class 7: Secured Claim of IRS</p>	<p>Impaired</p>	<p>Claimant asserts to have a secured claim in the amount of \$139,105.36. Debtor will pay this claim in monthly payments of \$2,507.00 which includes interest at 4% per annum for 60 months. Payments will commence on the 15<sup>th</sup> day of the month following the Effective Date and on the 15<sup>th</sup> day of each month thereafter until paid.</p>

<p><b>Class 8: The Unsecured Claims</b></p>	<p>Impaired</p>	<p>Allowed claims of general unsecured creditors, (including allowed claims of creditors whose executory contracts or unexpired leases are being rejected under this Plan) shall be paid as follows:</p> <p><b>Percent Plan.</b> Creditors will pay the total sum of \$500,000.00 to this class. This amount shall be paid in 20 equal quarterly installments, beginning on November 25, 2017 the Effective Date and on the 25<sup>th</sup> of each quarter thereafter. Creditors will receive approximately 50% of their allowed claim.</p> <p>Debtor originally scheduled 42 unsecured creditors having claims total \$1,403,576.00. Of these approximately \$533,192 have either been resolved or will not be paid. Debtor believes the total unsecured debt will be less than \$1,000.000.</p>
<p><b>Class 9: Equity interest of the Debtor</b></p>	<p>Impaired</p>	<p>Ed Torres will retain his equity interest in the Debtor.</p>

**C. Date of Payments**

The Effective Date (a defined term) of the Plan shall after be the 30<sup>th</sup> day following the entry of a final non-appealable order confirming this Plan of Reorganization. The dates of the payments to each class of creditors is set forth above.

**D. Means of Implementing the Plan**

1. *Source of Payments*

Payments and distributions under the Plan will be funded from operations of the Debtor's business.

2. *Post Confirmation Management*

Ed Torres will continue to operate the Debtor's business.

**E. Risk Factors**

There are risks. Debtor is a Franchisee for Execucar which boost revenues from passengers that book through this entity. Debtor must continue to maintain a certain level of equipment to remain viable. Debtor is reducing its equipment which, while reducing the gross income, will become more profitable. This is certainly true by no longer having the City of San Antonio Airport contract. Debtor further believes that once it is out of bankruptcy, corporate charters will increase because of the expectation the Debtor will be able to honor the contract.

**F. Executory Contracts and Unexpired Leases**

The Debtor will retain all executory and unexpired leases except the Debtor will not retain the lease at the Union Stockyards which will be terminated by August 31, 2017 Any rejection claims must be filed with the United States Bankruptcy Clerk in San Antonio, Texas within sixty (60) days after Confirmation. The Debtor will be conclusively deemed to have rejected all executory contracts and/or unexpired leases not expressly assumed under section 6.01(a) above, or before the date of the order confirming this Plan.

**G. Tax Consequences of Plan**

***Creditors and Equity Interest Holders Concerned with How the Plan May Affect Their Tax Liability Should Consult with Their Own Accountants, Attorneys, And/Or Advisors.***

Debtor does not believe it will suffer any tax consequences in confirming the Plan. As to any tax effects to you, you should consult with your own tax adviser.

**IV.**

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

**A. Who May Vote or Object.**

Any party in interest may object to the confirmation of the Plan if the party believes that the requirements for confirmation are not met.

Many parties in interest, however, are not entitled to vote to accept or reject the Plan. A creditor or equity interest holder has a right to vote for or against the Plan only if that creditor or equity interest holder has a claim or equity interest that is both (1) allowed or allowed for voting purposes and (2) impaired.

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

1. *What Is an Allowed Claim or an Allowed Equity Interest?*

Only a creditor or equity interest holder with an allowed claim or an allowed equity interest has the right to vote on the Plan. Generally, a claim or equity interest is allowed if either (1) the Debtor has scheduled the claim on the Debtor's schedules, unless the claim has been scheduled as disputed, contingent, or unliquidated, or (2) the creditor has filed a proof of claim or equity interest, unless an objection has been filed to such proof of claim or equity interest. When a claim or equity interest is not allowed, the creditor or equity interest holder holding the claim or equity interest cannot vote unless the Court, after notice and hearing, either overrules the objection or allows the claim or equity interest for voting purposes pursuant to Rule 3018(a) of the Federal Rules of Bankruptcy Procedure.

***The deadline for filing a proof of claim in this case was November 28, 2016.***

2. *What Is an Impaired Claim or Impaired Equity Interest?*

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

3. *Who is Not Entitled to Vote.*

- The holders of the following five types of claims and equity interests are *not* entitled to vote:
- holders of claims and equity interests that have been disallowed by an order of the Court;
- holders of other claims or equity interests that are not “allowed claims” or “allowed equity interests” (as discussed above), unless they have been “allowed” for voting purposes.
- holders of claims or equity interests in unimpaired classes;
- holders of claims entitled to priority pursuant to §§ 507(a)(2), (a)(3), and (a)(8) of the Code; and
- holders of claims or equity interests in classes that do not receive or retain any value under the Plan;
- administrative expenses.

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

4. *Who Can Vote in More Than One Class.*

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

**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 “cram down” on non-accepting classes, as discussed later in Section [B.2.].

1. *Votes Necessary for a Class to Accept the Plan.*

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

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

2. *Treatment of Non-accepting Classes.*

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 for consensual confirmation except the voting requirements of § 1129(a)(8) of the Code, does not “discriminate unfairly,” and is “fair” and “equitable” toward each impaired class that has not voted to accept the Plan.

***You should consult your own attorney if a “cramdown” 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. Stated another way, what monies could the creditors, primarily the unsecured creditors receive within a short period of time of the Debtor ceased operations and a trustee liquidated the assets.

Liquidation under chapter 7 of the Code entails the appointment of a Trustee in the Case, having no experience or knowledge of Debtor's business, its records, or assets. A substantial waiting period would be required in order for any chapter 7 Trustee to effectively wind up the case. More importantly, given the Court's prior orders and the deadlines regarding the lifting of the automatic stay if the Debtor does not confirm a plan, in all likelihood, a chapter 7 trustee would have no assets to administer.

Please refer to Exhibit 2 for the Debtor's liquidation analysis.

**D. Feasibility.**

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

Attached as Exhibit "3" is a budget and list of plan payments . Attached as Exhibit "4" is Debtor's Monthly Operating Report for May, 2017 which is the latest operating report filed to date.

*You Should Consult with Your Accountant or other Financial Advisor If You Have Any Questions Pertaining to These Projections.*

**V.**

**EFFECT OF CONFIRMATION OF PLAN**

**A Discharge**

On the confirmation date of this Plan, the debtor will be discharged from any debt that arose before confirmation of this Plan, subject to the occurrence of the effective date, to the extent specified in § 1141(d)(1)(A) of the Code, except that the Debtor will not be discharged of any debt: (i) imposed by this Plan; (ii) of a kind specified in § 1141(d)(6)(A) if a timely complaint was filed in accordance with Rule 4007 ( c ) of the Federal Rules of Bankruptcy Procedure; or (iii) of a kind specified in § 1141(d)(6)(B).

**B. Modification of Plan**

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

**C. Final Decree**

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

**VI.**

**GENERAL PROVISIONS**

**A. Minor Modifications:** After Confirmation, the Debtor may, with the approval of the Court, and pursuant to 11 U.S.C. §1101(a) and 1127(b), and so long as it does not materially or adversely affect the interest of creditors, remedy any defect or omission, or reconcile any inconsistencies in the Plan or in the Order of Confirmation in such manner as may be necessary to carry out the purposes and the effect of the Plan.

**B. Exemption:** Any satisfaction provided to any creditor pursuant to the Plan which may be deemed to be a security is exempt from registration under certain state and federal securities laws. Absent registration or another exemption, subsequent transfer of any such security is not so exempt.

**C. Non-Waiver:** Nothing in the Plan shall be deemed to waive, limit, or restrict in any way the discharge granted upon confirmation of the Plan in Section 1141 of the Code.

**D. Re-vestment of Assets:** On Confirmation the Debtor will be conditionally re-vested with its assets subject only to the terms of the Plan, to liens of the Secured Creditors described herein, and to re-vestment in the Chapter 7 estate should this case be subsequently converted to Chapter 7. The Debtor shall be entitled to manage its affairs without further Order of the Court. Subject to such limitation, the Court will retain jurisdiction of the Plan



until it has been dismissed or a final decree entered and closed. It is expected the case will be closed within six (6) months after confirmation.

**E. Payment of U.S. Trustee Quarterly Fees:** The [Reorganized Debtor] shall be responsible for timely payment of fees incurred pursuant to 28 U.S.C. §1930(a)(6), until the case is closed by the Bankruptcy Court. After confirmation, the [Reorganized Debtor] shall file with the court and shall serve on the U.S. Trustee a quarterly financial report for each quarter, or portion of a quarter, that the case remains open, in a format prescribed by the U.S. Trustee.

**F. Retention of Claims:** Upon the Effective Date, Debtor shall retain the Retained Actions, and may, in its sole discretion, determine to prosecute or release any such Retained Actions and if prosecuted, compromise and settle such Actions on such terms as it deems reasonable with no further notice to holders of Allowed Claims or of Allowed Interest being necessary. In its sole discretion, and in such amounts as it may sole determine, Debtor may apply the Retained Actions Net Proceeds to satisfy the obligations owing under this Plan or retain any and all of the proceeds in satisfaction of its working capital needs or for any other permissible manner.

Dated this the 19 day of July, 2017.

**City Tours, Inc.**

By: /s/Edward Torres  
Manager of, City Tours, Inc.

/s/Dean W. Greer  
DEAN W. GREER  
2929 Mossrock, Suite 117  
San Antonio, Texas 78230  
Telephone No. (210) 342.7100  
Telecopier No. (210) 342.3633  
State Bar No. 18414100  
Attorney for the Debtor

**Exhibit 1 - Plan of Reorganization**

**See Attached.**

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE WESTERN DISTRICT OF TEXAS  
SAN ANTONIO DIVISION

IN RE: § BANKRUPTCY NO. 16-51690  
§  
CITY TOURS, INC. §  
DEBTOR §  
§ CHAPTER 11 PROCEEDING

CITY TOURS, INC.'S FIRST AMENDED PLAN OF REORGANIZATION

Summary

This First Amended Plan of Reorganization (the "Plan") under chapter 11 of the Bankruptcy Code (the "Code") proposes to pay creditors of City Tours, Inc., (the "Debtor"). The Debtor has the right to modify the Plan before or after confirmation and before consummation of the Plan, but only in accordance with the Bankruptcy Code. All claims and interest against the Debtor, absolute or contingent, including all claims arising from the rejection of executory contracts and/or unexpired leases, whether resulting in an allowed claim or note, and all holders of all claims and Equity Interests shall be bound by the provisions of the Plan.

This Plan is structured to ensure the maximum possible return to creditors while also ensuring the continuation of the Debtor and the strengthening of its finances, which will serve, in part, as the source of payments to creditors on their claims. The Plan provides for eight classes of secured claims; priority creditors; a general unsecured creditor class; and one class of equity security holders. The Plan will be funded from operations of the business.

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

Article 1

Definitions

For the purposes of this Plan of Reorganization, the following terms shall have the following meanings, equally applicable to the singular and plural forms or the gender of the

terms defined, unless the context clearly requires otherwise. These terms shall be designated, where such definition is applicable, with capital letters and those definitions shall be enforceable as terms of this Plan in conjunction with the respective matters to which they reference or define:

1.01. Administrative Claim: means a request for payment of an administrative expense in the case under 503(b) that, if allowable, would be entitled to priority under 507(a)(1).

1.02. Allowed Claim or Interest: means any claim against, or interest in, the Debtor a proof of which was filed on or before the Bar Date or, if no proof of claim or interest has been filed, a claim or interest that was scheduled by the Debtor on the Debtor's original schedules filed on or about the petition date as liquidated in amount and not disputed or contingent or disputed in the disclosure statement or this plan and, in either case, a claim or interest as to which no objection has been filed or will be filed; or if subject to an objection or other proceeding considered by the Court, a claim or interest that has been determined by Final Order of the Court.

1.03. Allowed Secured Claim(s): means an Allowed Claim which is secured by a valid, duly perfected voluntary lien on (whether voluntary or involuntary), or a security interest in, property in which the Debtor have an interest (including property of the estate), or which is subject to setoff under Bankruptcy Code 553, to the extent of the lesser of: (i) the value of such property securing the Allowed Secured Claim; or (ii) the amount of such Allowed Claim which is secured, as the case may be, including any election made pursuant to 111 of the Bankruptcy Code.

1.04. Allowed Unsecured Claims: means an Unsecured Claim against Debtor: (a) for which a proof of claim has been timely filed with the court by the claims bar date, or, with leave of Court and without objection by any party in interest, late filed, and as to which neither Debtor nor any party in interest files an objection or as to which the claim is allowed by Final Order of the court, or (b) scheduled in the list of creditors, as may be amended, prepared and filed with the Court pursuant to Rule 1007(b) and not listed as disputed, contingent or unliquidated as to amount, and as to which no objection to the allowance thereof has been interposed pursuant to the terms of this Plan, or as to which any such objection has been determined by an order or judgment which is no longer subject to appeal or certiorari proceeding and as to which no appeal or certiorari proceeding is pending. This category includes all claims deemed unsecured pursuant to 506(a) of the Bankruptcy Code.

1.05. Bankruptcy Code or Code: means Title 11, U.S.C. 101 et seq., the statute of the United States, in effect on the petition date, and all amendments thereto and in effect on or before the confirmation date, or thereafter only if specifically provided retroactive by any such amendment and only to the extent such amendment may be valid and constitutional,

and does not materially and adversely affect the interest of the Debtor, creditors or any other party in interest.

1.06. Bar Date: means November 28, 2016 for all creditors except a governmental, being the date that was fixed by the Court for filing claims in both Chapter 11 proceedings which are the subject of this Plan pursuant to BANKR. R. P. 3003(b); provided, however, if the Court extends the time for filing any given claim, the date so set shall be the Bar Date with respect to that claim, but only with respect to such claim.

1.07. Claim(s): means a claim alleged or which is, in fact, due or assertable against the Debtor as defined in Bankruptcy Code 101(4) and includes those claims which are allowed and all those claims which are not yet due, or which are unmatured, contingent and otherwise unliquidated.

1.08. Class or Classification: means the particular Class designated in this Plan pursuant to Bankruptcy Codes 1122 and 1129 into which Creditors Allowed Claims may be included, as provided in this Plan, including classification for voting, for distributions and for impairment.

1.09. Code: means The United States Bankruptcy Code, being Title 11 of the United States Code, as enacted in 1978 and thereafter amended. References to Section or Sections, unless otherwise specified, shall be to the Code.

1.10. City Tours, Inc. Case: means the captioned Chapter 11 Bankruptcy case styled City Tours, Inc. as commenced on July 29, 2016, as a Chapter 11 proceeding, the date of the filing of the Voluntary Petition.

1.11. Confirmation: means entry by the Court of an Order Confirming the Plan at or after a hearing pursuant to 1129.

1.12. Confirmation Date: means the date of Confirmation.

1.13. Court: means United States Bankruptcy Court for the Western District of Texas, San Antonio Division.

1.14. Creditor(s): means all persons or entities having Claims for debts, liabilities and demands of any character whatsoever, as defined in Bankruptcy Code 101(4), including, but not limited to, future contingent Claims for un-matured potential liability of Claims of the United States Government and any agency or department thereof, and any other governmental authority, and whether or not the Creditor has an Allowed Claim.

1.15. Debtor: means City Tours, Inc., the Debtor, in its proceedings under Chapter 11 of the Code.

1.16. Distribution Date: means the date or dates upon which interim distributions provided under this Plan are to be made.

1.17. Judgment Creditor(s) or Judgment Claim(s): means a Creditor whose Claim arose as a result of the entry of a judgment prior to the Petition Date by a state or federal court of competent jurisdiction in a proceeding involving the Debtor.

1.18. Order Confirming the Plan: means the Final Order of the Court pursuant to Bankruptcy Code 1129, finding that the Debtor's Plan meets the requirements of Chapter 11 of the Bankruptcy Code and is entitled to Confirmation, and which may contain such other provisions, orders, findings, modifications and judgments which by the terms of this Plan or the Bankruptcy Code are appropriate and necessary to carry forward this Plan to substantial consummation, inc

1.19. Effective Date: means the 30<sup>th</sup> date after Confirmation becomes a Final Order.

1.20. Estate: means the bankruptcy estate of, created upon filing this case.

1.21. Executory Contract(s): means any contract found to be of the nature referred to in 365 of the Bankruptcy Code as an Executory Contract, which requires assumption and/or rejection by the Debtor.

1.22. Exhibits: means those items (i) attached to the Plan and incorporated herein by reference; and (ii) attached to the Approved Disclosure Statement and incorporated herein and therein by reference; and (iii) attached to the Order Confirming the Plan and incorporated herein and therein by reference.

1.23. Final Order or Final Judgment: means any Order of the Court which is conclusive of all matters adjudicated therein, which is in full force and effect because the Final Order has not been: (i) appealed, is not an allowed appeal or is denied review by certiorari or otherwise; or (ii) has not been reversed or modified; or (iii) which is not the subject of any pending appeal, review, rehearing, and is in all respects final and non-appealable.

1.24. Initial Distribution Date: means the date upon which the first distribution under the Plan shall be made. The Initial Distribution Date shall be that date which the Debtor choose in its sole discretion; however, it shall be no later than thirty (30) days after Confirmation.

1.25. Penalty and Interest: means any statutorily prescribed penalty or interest which has accrued because of Debtor's failure to pay a tax imposed or to file a tax return with

a governmental entity.

1.26. Petition: means the Voluntary Petition filed by Debtor under 301 of Title 11 commencing this case.

1.27. Petition Date: means July 29, 2016, the date the case was filed under Chapter 11 of the Bankruptcy Code.

1.28. Plan: means this Plan of Reorganization, including any modifications, amendments or corrections made in accordance herewith under the provisions of the Code.

1.29. Priority Claim: means any Claim, other than a Tax Claim or an Administrative Claim entitled to priority under 507(a).

1.30. Pro Rata or Pro Rata Share: means the amount which is the result of multiplying the net proceeds or total proposed dividend owing to a named Class of Creditors pursuant to the terms of this Plan, by that fraction in which the numerator is the allowed amount of the particular Creditors' Claim of the named Class and the denominator is the allowed amount of all the Creditors' Allowed Claims of the named Class.

1.31. Professional Fees: means the Allowed Claims for, or those charged by, attorneys, accountants, appraisers or other professionals and reimbursement of expenses reasonably incurred in rendering such professional services which are:

- (a) allowed pursuant to Bankruptcy Code and entitled to priority status in priority to or as Administrative Expenses Claims pursuant to Bankruptcy Code 327, 330, 331, 503(b)(3)(D), 507(a)(1), 1102, 1103; and/or
- (b) allowed under the Plan after the Effective Date for services rendered after the Effective Date when approved by the Court, if necessary, and only to the extent reasonable under existing case law either at law or in equity.

1.32. Revested Debtor: means City Tours, Inc., as revested with property of its respective estate pursuant to 1141(b).

1.33. Rejection Claim: means any Claim arising by reason of rejection by the Debtor of a contract or lease pursuant to 365 or 1123(b)(2).

1.34. Secured Claim: means any Allowed Claim secured by property of the Debtor, to the extent of the value of such collateral.

1.35. Secured Creditor(s): means a Creditor holding an Allowed Secured Claim, and may include Allowed Claims evidenced by valid Judgment Liens, Statutory Liens, other

involuntary liens or mortgages, and all voluntary liens or mortgages against the property of the estate or assigned assets.

1.36. Settled Claim(s), Settlement(s) or Settle: means the Allowed Claims resulting from either the terms of agreements regarding disputed Claims reached by and between:

- (a) the respective Creditors having disputed, unliquidated, contingent or Non-Allowed Claims; and
- (b) the Debtor which fully liquidates and renders undisputed any Claim which is thereafter deemed an Allowed Claim.

1.37. Tax Claim: means any Claim of governmental units for taxes as described in 507(a)(7), excluding penalty and interest on such tax.

1.38. Unsecured Claim: means any Claim that is not a Secured Claim, Administrative Claim, Priority Claim or Tax Claim.

1.39. Unsecured Creditor(s): means all Creditors holding Claims against the Debtor other than an Allowed Secured Claim.

## **Article 2** **Classification of Claims and Interests**

2.01 Class 1: The claim of Ally Financial #1, to the extent allowed as a secured under § 506 of the Code

2.02 Class 2: The claim of Ally Financial #2, to the extent allowed as a secured claim under § 506 of the Code.

2.03 Class 3: The claim of Fleet Finance #1, to the extent allowed as a secured claim under § 506 of the Code.

2.04 Class 4: The claim of Fleet Finance #2., to the extent allowed as a secured claim under § 506 of the Code.

2.05 Class 5: The claim of Great America Financial Serv, to the extent allowed as a secured claim under § 506 of the Code.

2.06 Class 6: The claim of Wallis State Bank, to the extent allowed as a secured claim under § 506 of the Code.

2.07 Class 7: The Secured claim of Internal Revenue Service, to the extent allowed as a secured claim under § 506 of the Code.



- 2.08 Class 8: The Unsecured Claims.
- 2.09 Class 9: Equity interest of the Debtor.

**Article 3**

**Treatment of Administrative Expense Claims; U.S. Trustees Fees and Priority Tax Claims**

3.01 Unclassified Claims. Under section § 1123(a)(1), administrative expense claims, [“gap” period claims in an involuntary case allowed under § 502(f) of the Code,] and priority tax claims are not in classes.

3.02 Administrative Expense Claims. Each holder of an administrative expense claim allowed under § 503 of the Code [, and a “gap” claim in an involuntary case allowed under § 502(f) of the Code,] will be paid in full on the effective date of this Plan (as defined in Article VII), in cash, or upon such other terms as may be agreed upon by the holder of the claim and the Debtor.

Type	Estimated Amount Owed	Proposed Treatment
Expenses Arising in the Ordinary Course of Business After the Petition Date	0.00	Paid in full on the effective date of the Plan, or according to terms of obligation if later
The Value of Goods Received in the Ordinary Course of Business Within 20 Days Before the Petition Date	0.00	Paid in full on the effective date of the Plan, or according to terms of obligation if later
Professional Fees, as approved by the Court.	\$40,000 (Est) net of Retainer and any post petition payments	Paid in full on the effective date of the Plan, or according to separate written agreement, or according to court order if such fees have not been approved by the Court on the effective date of the Plan
Clerk's Office Fees	0.00	Paid in full on the effective date of the Plan

Administrative claim of Internal Revenue Service	\$0.00	None
Office of the U.S. Trustee Fees	Current	Paid in full on the effective date of the Plan
TOTAL	\$40,000.00	

3.03 Priority Tax Claims. Each holder of a priority tax claim will be paid consistent with § 1129(a)(9)(c) of the Code as follows:

3.03.1 Claim of Internal Revenue Services. (Claim No. 1) in the amount of \$265,074.03 (tax periods 2015-2016). Allowed claim will be paid so that the claim will be satisfied in full on or before 60 months from the petition date of 07/29/16. The unpaid balance of the IRS's claim shall bear interests at 4.00% per annum beginning on the Effective Date. Estimated payments of \$5,984.00 will commence 30 days after the Effective Date. To the extent the monthly payments will not amortize the allowed claims within 60 months, the 60<sup>th</sup> payment will be increased so that the claim is paid in full. Payments will be made on the 10<sup>th</sup> day of each month.

3.03.2 Claim of Bexar County. (Claim No. 2) in the amount of \$198,143.74. Debtor proposes to pay \$5,217.00 for 60 months from the petition date of 7/29/2016. Bexar County's claim will bear interest at 12% per annum. Payments will commence on the 29<sup>th</sup> day of the month following confirmation and on the 29<sup>th</sup> of each month thereafter until paid. The payments contemplate that the debt will be paid in 60 months from the commencement of the payments. To the extent the monthly payments will not amortize the allowed claim within 60 months from the petition date, the 60<sup>th</sup> payment will be increased so that the claim is paid in full. Bexar County will retain its lien rights. The interest of 12% per annum will apply pre and post confirmation until the claim is paid in full. Post petition taxes (2017 and subsequent years) are ordinary course administrative expenses of the estate and should be treated and paid in the ordinary course without the need for filing an administrative claim and request for payment by Bexar County)

3.03.3 Claim of Comptroller of Public Accounts (Sales & Use Tax) (Claim No. 27) in the amount of \$9,265.46. Debtor proposes to pay \$210.00 for approximately 48 months from the petition date of 7/29/2016. This claim will bear interest at 4% per annum. Payments will commence on

the 29<sup>th</sup> day of the month following confirmation and on the 29th of each month thereafter until paid.

- 3.03.4 Claim of Comptroller of Public Accounts (International fuel Tax)(Claims No. 31 & 32) in the total amount of \$2,685.45. Debtor denies this claim is owed. To the extent it is owed, Debtor proposes to pay \$60.00 for approximately 48 months from the petition date of 7/29/2016. This claim will bear interest at 4% per annum. Payments will commence on the 29<sup>th</sup> day of the month following confirmation and on the 29th of each month thereafter until paid.
- 3.03.5 Claim of Comptroller of Public Accounts (Claims No. 33) in the total amount of \$22,000.00. Debtor proposes to pay \$500.00 for approximately 48 months from the petition date of 7/29/2016. This claim will bear interest at 4% per annum. Payments will commence on the 29<sup>th</sup> day of the month following confirmation and on the 29th of each month thereafter until paid.
- 3.03.6 Claim of Texas Work Force Commission (Claim No. 4) in the amount of \$10,185.05. Debtor proposes to pay \$230.00 for approximately 48 months from the petition date of 7/29/2016. This claim will bear interest at 4% per annum. Payments will commence on the 29<sup>th</sup> day of the month following confirmation and on the 29th of each month thereafter until paid.
- 3.03.7 United States Trustee Fees. All fees required to be paid by 28 U.S.C. § 1930(a)(6) (U.S. Trustee Fees) will accrue and be timely paid until the case is closed, dismissed, or converted to another chapter of the Code. Any U.S. Trustee Fees owed on or before the effective date of this Plan will be paid on the effective date.

#### Article 4

#### Treatment of Claims and Interests Under the Plan

4.01 Claims and interests shall be treated as follows under this Plan:

<p>Class 1: Ally Financial #1</p>	<p>Impaired</p>	<p>Claimant has a secured claim in the approximate amount of \$59,700.11 secured by a 2014 Cadillac Escalade. Debtor will pay this claim in monthly payments of \$1,110.00 which includes interest at 4.9% per annum. Payments will commence on the 15<sup>th</sup> day of the month following the Effective Date and on the 15<sup>th</sup> day of each month thereafter until paid. This resolves claim no. 7</p>
<p>Class 2: Ally Financial #2</p>	<p>Impaired</p>	<p>Claimant has a secured claim in the approximate amount of \$54,804.16 secured by a 2013 Cadillac Escalade. Debtor will pay this claim in monthly payments of \$1,032.00 which includes interest at 4.9% per annum. Payments will commence on the 15<sup>th</sup> day of the month following the Effective Date and on the 15<sup>th</sup> day of each month thereafter until paid. This resolves claim no. 9</p>
<p>Class 3: Fleet Finance #1</p>	<p>Impaired</p>	<p>Claimant has a secured claim in the approximate amount of \$82,000.00 secured by (2) Freightliner Sprinter Vans; (3) 2011 Mercedes Vans. Debtor will surrender this collateral. This partially resolves claim no. 19.</p>
<p>Class 4: Fleet Finance #2</p>	<p>Impaired</p>	<p>Claimant has a secured claim in the approximate amount of \$290,000 secured by a 2013 Van Hool C2045 bus. Debtor will resume contractual payments of \$5,311 which includes contractual interest for approximately 53 months. This partially resolves claim no. 19.</p>
<p>Class 5: Great America Financial Serv</p>	<p>Impaired</p>	<p>Claimant has a secured claim in the scheduled amount of \$31,063.55 secured by a tire changer and balancer. Debtor intends to amend it schedules to show it is disputed. To the extent of the allowed claim, Debtor will make monthly payments of \$571.00 which includes interest at 4% per annum. Payments will commence on the 15<sup>th</sup> day of the month following the Effective Date and on the 15<sup>th</sup> day of each month thereafter until paid.</p>

<p>Class 6: Wallis State Bank</p>	<p>Impaired</p>	<p>Claimant has a claim in the approximate amount of \$1,610,000.00. This claim has been reduced by adequate protection payments. The claim is secured by various trucks and equipment. Debtor intends to surrender certain of the collateral and the remaining collateral may not fully secure this debt. Subject to these conditions, Debtor will pay \$26,000 per month (which includes interest at 6% per annum) for 72 months.</p>
<p>Class 7: Secured Claim of IRS</p>	<p>Impaired</p>	<p>Claimant asserts to have a secured claim in the amount of \$139,105.36. Debtor will pay this claim in monthly payments of \$2,507.00 which includes interest at 4% per annum for 60 months. Payments will commence on the 15<sup>th</sup> day of the month following the Effective Date and on the 15<sup>th</sup> day of each month thereafter until paid.</p>
<p>Class 8: The Unsecured Claims</p>	<p>Impaired</p>	<p>Allowed claims of general unsecured creditors, (including allowed claims of creditors whose executory contracts or unexpired leases are being rejected under this Plan) shall be paid as follows:</p> <p><b>Percent Plan.</b> Creditors will pay the total sum of \$500,000.00 to this class. This amount shall be paid in 20 equal quarterly installments, beginning on November 25, 2017 the Effective Date and on the 25<sup>th</sup> of each quarter thereafter. Creditors will receive approximately 50% of their allowed claim.</p> <p>Debtor originally scheduled 42 unsecured creditors having claims total \$1,403,576.00. Of these approximately \$533,192 have either been resolved or will not be paid. Debtor believes the total unsecured debt will be less than \$1,000,000.</p>
<p>Class 9: Equity interest of the Debtor</p>	<p>Not Impaired</p>	<p>Edward Torres will retain his equity interest</p>

## ARTICLE 5

### Allowance and Disallowance of Claims

5.01 Disputed Claim. A disputed claim is a claim that has not been allowed or disallowed [by a final non-appealable order], and as to which either: (i) a proof of claim has been filed or deemed filed, and the Debtor or another party in interest has filed an objection; or (ii) no proof of claim has been filed, and the Debtor has scheduled such claim as disputed, contingent, or unliquidated.

5.02 Delay of Distribution on a Disputed Claim. No distribution will be made on account of a disputed claim unless such claim is allowed by a final non-appealable order.

5.03 Settlement of Disputed Claims. The Debtor will have the power and authority to settle and compromise a disputed claim with court approval and compliance with Rule 9019 of the Federal Rules of Bankruptcy Procedure.

5.04 Deadline to Object to Disputed Claims: The Debtor will have One Hundred Eighty days (180) days from the date the Debtor's Plan is confirmed to file an objection to a claim.

## ARTICLE 6

### Provisions for Executory Contracts and Unexpired Leases

Executory Contracts are contracts where significant performance of the contract remains for both the Debtor and another party to the contract. The Debtor has the right to reject, assume (i.e. accept), or assume and assign these types of contracts to another party, subject to the Bankruptcy Court's approval.

The Debtor intends to assume all executory contracts.

## ARTICLE 7

### Means for Implementation of the Plan

The means necessary for the execution of this Plan involves the continuation of the Debtor's business. The particulars of the foregoing are set forth herein below.

7.01 Continuation of the Debtor's Business. The Debtor, as reorganized, will retain all property of the estate. The retained property shall be used and employed by

the Debtor in the continuance of its business. Further details concerning the nature and scope of the Debtor's future business operations may be found in the disclosure statement which accompanies this Plan.

7.02 After confirmation, title to the Debtor' property will conditionally revert and re-vest to the Debtor and the jurisdiction of the court will cease, except as provided herein above. However, the re-vesting of title shall not extinguish the rights and powers of the Debtor, as Debtor-in-possession, but shall include the assignment of such rights and powers to the Debtor so that it may prosecute claims after confirmation. In the event this case is converted from Chapter 11 to Chapter 7, the assets will vest in the Chapter 7 estate to be administered by the Chapter 7 Trustee.

7.03 Cramdown: The Debtor hereby request confirmation of this plan pursuant to 11 U.S.C. Sec. 1129(b). This means the Court may confirm the Plan even though fewer than all Classes of Creditors or Class of Interest holders have accepted the Plan. In the event any impaired class of Creditors or Class of Interest holders fail to accept the Plan by adequate vote as described in Section 1126 and 1129(a), the Debtor may request the Court to confirm the Plan in accordance with Section 1129(b) of the Code. Furthermore, to the extent that the Plan does not embody certain provisions setting forth the circumstances apprehended by Section 1129(b), the Debtor may amend or modify the Plan to include such provisions should it become necessary to confirm the Plan under cramdown.

7.04 U.S. Trustee Payments: The Reorganized Debtor shall be responsible for timely payment of fees incurred pursuant to 28 U.S.C. §1930(a)(6), until the case is closed by the Bankruptcy Court. After confirmation, the Reorganized Debtor shall file with the court and shall serve on the U.S. Trustee a quarterly financial report for each quarter, or portion of a quarter, that the case remains open, in a format prescribed by the U.S. Trustee.

7.05 Manner of Payments: Payments to be made by the Debtor pursuant to the Plan shall be made by check drawn on a domestic bank.

7.06 Unclaimed Distributions: In the event that the Disbursing Agent is unable to locate a holder of a Claim or Interest in order to make such distribution as herein provided, the Disbursing Agent shall hold such distribution for the benefit of such Claim or Interest until all payments and transfers are made pursuant to the Plan, then such distributions or property shall be retained by the Revested Debtor.

7.07 Documentation: The appropriate documentation for each transaction contemplated herein shall be subject to the approval of the Court as requested.

7.08 Funding of the Plan: The distributions and payments provided for in the Plan shall be funded by the Debtor's cash on hand at Confirmation, the Debtor's future

revenues and any sale of assets.

7.09 Controversy Concerning Impairment: In the event of a controversy as to whether any Creditor(s) or Interest holders or classes of Creditors are impaired under the Plan, the Bankruptcy Court shall after notice and hearing, determine such controversy. To the extent that the Court finds that a Class of Creditors or a Creditor(s) is impaired where designated as unimpaired, that Creditor or Class of Creditors may file a vote, notwithstanding other provisions at the time of Confirmation. If determined to be unimpaired, the Creditor or Class of Creditors shall be deemed to accept the Plan as provided in Section 1126(f)

## ARTICLE 8

### Retention of Jurisdiction

8.01 Until all the obligations of the Debtor are completed hereunder, the Court shall retain jurisdiction to insure that this plan is carried out and to determine such other matters in connection with this case, including but not limited to:

(a) Determining all valid liens and claims (and amounts) against the Debtor and its property;

(b) Allowing the Debtor to reserve all rights and powers held by it as Debtor-in-possession, including but not limited to enforcing after confirmation any claims or causes of action which exist in the Debtor' favor as Debtor-in-possession (which are the same claims or causes of action existing in favor of a trustee in bankruptcy) and which may not have previously been enforced by the Debtor.

c ) Settling any disputes between the Debtor and its creditors

(d) Staying enforcement of any claims or liens until consummation of this plan;

(e) Entering any necessary orders requiring lien holders, judgment holders and mortgage holders to erase and cancel their liens or mortgages from the Conveyance, Mortgage, or other appropriate records of any County Clerk of any County where the real estate or other collateral is located and with the Texas Secretary of State, so that there will be no encumbrances on the Debtor's property after confirmation other than claims and liens consistent with this plan;

(f) Approving or confirming a modification of this plan after confirmation as proposed by the Debtor (only the Debtor may propose a post-confirmation modification of the plan); and



(g) Retaining such other jurisdiction as will insure that the intent and purpose of this plan are fulfilled.

(h) Correcting any defect, curing any omission, or reconciling any inconsistency on this Plan or in the confirmation on approving an Order concluding and terminating this case.

## ARTICLE 9

### Default Provisions

9.01 The failure by the Debtor to make payments to a creditor pursuant to the terms of the plan shall be an event of default; if there is an event of default and payment is not received by the fifteenth (15th) day of each month; if there is a default to any creditor, the creditor must send written demand for payment to the Debtor and its attorney. Such payment must be received by the creditor within fifteen (15) days of the date of the demand letters; the Debtor can receive up to three (3) notices of default from each creditor; however, after the third notice of default from a creditor and the third default is not cured, that particular creditor may accelerate its allowed claim, past or future, and declare the outstanding amount of such claim to be immediately due and owing and pursue any and all available state and federal rights and remedies. Notices of default shall be sent to: **Dean W. Greer, 2929 Mossrock, Suite 117, San Antonio, Texas, 78230; Facsimile No. 210.342.3633 and to the Debtor, City Tours, Inc., 1615 South San Marcos, San Antonio, Texas 78207.**

## ARTICLE 10

### Confirmation, Release and Binding Effect

10.01 On the confirmation date of this Plan, the debtor will be discharged from any debt that arose before confirmation of this Plan, subject to the occurrence of the effective date, to the extent specified in § 1141(d)(1)(A) of the Code, except that the Debtor will not be discharged of any debt: (i) imposed by this Plan; (ii) of a kind specified in § 1141(d)(6)(A) if a timely complaint was filed in accordance with Rule 4007(c) of the Federal Rules of Bankruptcy Procedure; or (iii) of a kind specified in § 1141(d)(6)(B).

10.01.01 The treatment of Claims and Interests in the Plan shall be deemed in exchange for and shall constitute the complete satisfaction and release of all Claims of any nature whatsoever against the Debtors, the Revested Debtors or any of their assets or properties except where otherwise specifically provided herein.

10.01.02 Except as specifically provided herein, the Plan shall discharge and satisfy all obligations of or Claims against the Debtors, the Revested Debtor with respect to

any liability or obligation of the Debtors or the Estate which arose proper to the Confirmation Date, to the extent provided in Section 1141, including but not limited to:

(a) curing or providing for compliance with regard to any violations be either Debtor, of or conflicts with any regulations or licensing requirement or of any judgment, decree, order, statute rule or regulation of any court or any public governmental or regulatory agency or body having jurisdiction over the Debtor;

(b) any and all taxes, whether income, excise, corporate, franchise, property, sales, use, payroll withholding or otherwise, incurred or assessed that may be apportioned to the Debtor; and

(c) any and all unsecured claims, secured claims or other claim including but not limited to all environmental claims that can be asserted by any environmental agency, body or entity or pursuant to any local, state or federal ordinance, regulation law or statute(including, but not limited to the CERCLA Act of 1980 (42 U.S.C. §§9601, et seq., or any federal or state clean water or air hazardous material or waste act).

10.02.01 Upon the Confirmation Date, the Debtor and the Revested Debtor shall be released by all Creditors including but not limited to the Classes 1 through 4, all priority claims, all unclassified claims, Creditors with Disallowed Claims and all parties in Interest from all forms of liability on all Claims against the Debtor and its agents arising prior to the Confirmation Date; and all holders of such Claims, as well as all holders of any other or further Claim based upon any act, debt, claim or omission transaction or other activity of any kind or nature whatsoever that occurred prior to the Confirmation Date shall be forever barred from asserting such Claims against or seeking to impose personal liability upon the Debtor and its successors or assigns and their assets or properties.

10.03.01 Except as otherwise provided herein, upon the Effective Date all Claims against the Debtor shall be satisfied and released in full and all holders of such Claims as well as all holders of any other or further Claim based upon any act, debt, claim or omission transaction or other activity of any kind or nature that occurred prior to the Confirmation Date shall be precluded from asserting such Claims against the Debtor, Revested Debtor, its successor or assign and its assets or properties.

10.04.01 Upon the Order of Confirming the Plan becoming a Final Order, the provisions of the Plan will bind the Debtor, the Revested Debtor and all Creditors, all governmental agencies or entities or entities and parties in interest, whether or not they accept the Plan.

10.05.01 The Plan is binding in accordance with §1141 of the Bankruptcy Code. The automatic stay provided by §362 will terminate on the Effective Date.

10.06.01 On the Confirmation Date, the Debtor shall be relieved of all further obligations to file Monthly Operating Reports with the Bankruptcy Court. However, the Reorganized and Revested Debtor shall make all post confirmation payments to the United States Trustee as may be required pursuant to 28 U.S.C. §1930(a)(6) and until the Bankruptcy Case has been closed by the Bankruptcy Court or converted to another chapter under the Bankruptcy Code, shall provide to the United States Trustee such financial reports as the United States Trustee may reasonably request.

## ARTICLE 11 General Provisions

11.01 Definitions and Rules of Construction. The definitions and rules of construction set forth in §§ 101 and 102 of the Code shall apply when terms defined or construed in the Code are used in this Plan.

11.02 Effective Date of Plan. The effective date of this Plan is the 30<sup>th</sup> day following the date of the entry of the order of confirmation. But if a stay of the confirmation order is in effect on that date, the effective date will be the first business day after that date on which no stay of the confirmation order is in effect, provided that the confirmation order has not been vacated.

11.03 Severability. If any provision in this Plan is determined to be unenforceable, the determination will in no way limit or affect the enforceability and operative effect of any other provision of this Plan.

11.04 Binding Effect. The rights and obligations of any entity named or referred to in this Plan will be binding upon, and will inure to the benefit of the successors or assigns of such entity.

11.05 Captions. The headings contained in this Plan are for convenience of reference only and do not affect the meaning or interpretation of this Plan.

11.06 Controlling Effect. Unless a rule of law or procedure is supplied by federal law (including the Code or the Federal Rules of Bankruptcy Procedure), the laws of the State of Texas govern this Plan and any agreements, documents, and instruments executed in connection with this Plan, except as otherwise provided in this Plan.

11.07 Corporate Governance. The articles of incorporation and the bylaws of the reorganized company shall be deemed to be amended in every way necessary to comply with the terms and conditions of and to carry out this plan as required by § 1123(a)(6) of the Code. Edward Torres will continue to operate the corporation as its President.

Dated this the 19<sup>th</sup> day of July, 2017.

**City Tours, Inc.**

By: /s/Edward Torres  
Manager of, City Tours, Inc.

/s/Dean W. Greer  
DEAN W. GREER  
2929 Mossrock, Suite 117  
San Antonio, Texas 78230  
Telephone No. (210) 342.7100  
Telecopier No. (210) 342.3633  
State Bar No. 18414100  
Attorney for the Debtor

## **Exhibit 2 - Liquidation**

If this case was converted to a chapter 7 bankruptcy case, it is very doubtful the unsecured creditors would receive any distribution. This is based on the following analysis of the significant assets of the Debtor.

### **Available cash as of 5/22/17: \$10,000.00**

If converted this money would be used to pay administrative fees and existing payroll. Without including payroll, the estimated amount of Administrative Claims is \$72,478.04. This far exceeds the available cash.

### **Accounts Receivables as of 5/22/17: \$40,000.00**

If converted, it is doubtful the entities owing money to the Debtor would pay their debt. Instead, they would seek to offset these claims because the Debtor may not complete the Charter work or for claims of offsets to obtain other charter entities to complete the work. Even if the Trustee collected 100% of these claims, after the Administrative Fees of \$72,478.04, the Debtor has almost \$500,000 in priority creditor debt which must be paid before any distribution to the unsecured creditor body.

### **Office Furniture, Computers: \$9,000.00**

Most of this asset is secured by either claims of the IRS, Wallis Bank and Great American whose total claims exceed \$1,700,000. This asset would not be available for the unsecured creditor body.

### **Machinery, Equipment and Vehicles**

Debtor listed its busses, vehicles and trolleys at the time of the bankruptcy filing at \$3,263,000. This was a market value. Since the bankruptcy, the Debtor has returned approximately \$910,000.00 to the secured creditor. Debtor intends to return an additional \$80,000.00 to secured creditors under the Plan. The remaining vehicles and buses have a market value of \$2.2 million.

Currently, the following creditors assert claims against these assets: Wallis Bank with a claim of \$1,550,000; Ally Bank with claims totaling \$113,000; Fleet Finance with a claim of \$290,000.00; and the IRS with a secured claim of \$139,105.36. This totals about 2,092,000. If these creditors foreclosed on their collateral, it is very doubtful the foreclosure price would exceed this amount. Even if it did, a chapter 7 trustee would use the excess amount to pay the priority creditors whose claims are almost \$500,000.00

**Exhibit 3 - Feasibility Analysis**

**See Attached**

of 50  
of 49

CITY TOURS Inc  
2017 budget

Copy of PLANBUDGET2017

DESCRIPTION	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
TOUR SALES									40,000	50,000	33,000	25,000	148,000
DOUBLE DECKER SALES									40,000	50,000	30,000	25,000	145,000
TROLLEY SALES									40,000	40,000	27,000	25,000	132,000
TICKET SALES									120,000	110,000	90,000	75,000	425,000
BLACK CAR									20,000	25,000	20,000	15,000	80,000
CHARTERS/GROUPS									75,000	125,000	75,000	45,000	320,000
ADVERTISING									30,000				30,000
SALES TAX									9,300	10,850	6,975	5,813	32,938
GROSS REVENUE									235,700	279,150	178,025	129,188	822,063
COST OF SALES									7,000	13,300	8,550	7,125	35,975
ADMISSIONS									4,500	7,000	4,500	3,750	19,750
HOTEL COMMISSIONS									500	500	500	500	2,000
PERMITS									2,000	2,000	2,000	2,000	8,000
WORKERS COMP									30,000	20,000	20,000	20,000	90,000
VEHICLE INSURANCE									9,000	15,000	11,000	5,000	40,000
FUEL									3,000	3,000	4,000	2,000	12,000
MAINTENANCE									5,000	5,000	5,000	5,000	20,000
YARD RENT											25,000		25,000
UNSECURED CREDITORS									12,201	12,201	12,201	12,201	48,804
PRIORITY CREDITORS									36,531	36,531	36,531	36,531	146,124
SECURED CREDITORS									40,000	40,000	35,000	30,000	145,000
WAGES									3,200	3,200	2,800	2,400	11,600
P/R TAXES									300	300	300	300	1,200
DRUG SCREEN													
TOTAL COST OF SALES									153,232	158,032	167,382	126,907	603,453
GROSS PROFIT									82,468	121,118	10,643	2,381	216,610
EXPENSES									7,000	7,000	7,000	7,000	28,000
ADVERTISING									4,007	4,746	3,026	2,196	13,975
CARD FEES									150	150	150	150	600
POSTAGE									750	750	750	750	3,000
OUTSIDE SERVICES									1,333	1,333	1,333	1,333	5,332
TRAVEL											24,000		24,000
TAXES									160	160	160	160	640
PROFESSIONAL FEES									225	225	225	225	900
LICENSE / FEES									500	500	500	500	2,000
OFFICE SUPPLIES									1,200	1,200	1,200	1,200	4,800
COMMUNICATIONS									250	250	250	250	1,000
DUES									1,200	1,200	1,200	1,200	4,800
TELEPHONE									16,000	16,000	16,000	16,000	64,000
ADMIN WAGES									1,520	1,520	1,520	1,520	6,080
P/R TAXES									34,295	35,034	57,314	32,464	159,127
TOTAL EXPENSES									48,173	86,084	46,671	30,104	211,032
NET OPERATING INCOME													57,482

CITY TOURS Inc 2018 budget

DESCRIPTION	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
TOUR SALES	25,000	40,000	50,000	40,000	45,000	35,000	40,000	30,000	40,000	50,000	33,000	25,000	453,000
DOUBLE DECKER SALES	30,000	40,000	65,000	65,000	65,000	75,000	65,000	40,000	40,000	50,000	30,000	25,000	590,000
TROLLEY SALES	20,000	32,000	45,000	40,000	35,000	42,000	44,000	30,000	40,000	40,000	27,000	25,000	420,000
TICKET SALES	\$75,000	\$112,000	\$160,000	\$145,000	\$145,000	\$152,000	\$149,000	\$100,000	\$120,000	\$140,000	\$90,000	\$75,000	\$1,463,000
BLACK CAR	\$15,000	\$15,000	\$15,000	\$20,000	\$20,000	\$20,000	\$15,000	\$15,000	\$20,000	\$25,000	\$20,000	\$15,000	\$215,000
CHARTERS/GROUPS	\$75,000	\$75,000	\$70,000	\$75,000	\$100,000	\$120,000	\$75,000	\$40,000	\$85,000	\$125,000	\$75,000	\$45,000	\$960,000
ADVERTISING	\$5,813	\$8,680	\$12,400	\$11,238	\$11,238	\$11,780	\$11,548	\$7,750	\$9,300	\$10,850	\$6,975	\$5,813	\$113,383
SALES TAX	\$159,186	\$193,320	\$282,600	\$228,763	\$253,763	\$280,220	\$227,453	\$147,250	\$245,700	\$279,150	\$178,025	\$129,188	\$2,584,618
GROSS REVENUE													
COST OF SALES													
ADMISSIONS	\$750	\$3,500	\$15,200	\$13,775	\$13,775	\$14,440	\$14,155	\$9,500	\$11,400	\$13,300	\$8,550	\$7,125	\$125,470
HOTEL COMMISSIONS	\$500	\$1,500	\$8,000	\$7,250	\$7,250	\$7,600	\$7,450	\$5,000	\$6,000	\$7,000	\$4,500	\$3,750	\$65,800
PERMITS	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$6,000
WORKERS COMP	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$24,000
VEHICLE INSURANCE	\$30,000	\$30,000	\$16,000	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000	\$240,000
FUEL	\$6,000	\$6,000	\$10,000	\$8,000	\$10,000	\$7,000	\$7,000	\$5,000	\$3,000	\$3,000	\$4,000	\$2,000	\$161,000
MAINTENANCE	\$2,000	\$6,000	\$10,000	\$8,000	\$10,000	\$7,000	\$7,000	\$5,000	\$3,000	\$3,000	\$5,000	\$2,000	\$67,000
YARD RENT	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$60,000
UNSECURED CREDITORS	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$100,000
PRIORITY CREDITORS	\$12,201	\$12,201	\$12,201	\$12,201	\$12,201	\$12,201	\$12,201	\$12,201	\$12,201	\$12,201	\$12,201	\$12,201	\$146,412
SECURED CREDITORS	\$36,531	\$36,531	\$36,531	\$36,531	\$36,531	\$36,531	\$36,531	\$36,531	\$36,531	\$36,531	\$36,531	\$36,531	\$438,372
WAGES	\$34,000	\$38,000	\$58,000	\$55,000	\$55,000	\$50,000	\$45,000	\$45,000	\$40,000	\$40,000	\$35,000	\$30,000	\$525,000
PIR TAXES	\$2,720	\$3,040	\$4,640	\$4,400	\$4,400	\$4,000	\$3,600	\$3,600	\$3,200	\$3,200	\$2,800	\$2,400	\$42,000
DRUG SCREEN	\$300	\$300	\$300	\$300	\$300	\$300	\$300	\$300	\$300	\$300	\$300	\$300	\$3,600
TOTAL COST OF SALES	\$132,502	\$138,572	\$168,372	\$214,957	\$211,957	\$179,572	\$169,737	\$179,632	\$154,132	\$158,032	\$167,382	\$129,807	\$2,004,654
GROSS PROFIT	\$26,686	\$54,748	\$94,228	\$13,806	\$41,806	\$100,648	\$57,716	(\$32,382)	\$91,568	\$121,118	\$10,643	(\$620)	\$579,964
EXPENSES													
ADVERTISING	\$7,000	\$7,000	\$14,000	\$12,000	\$10,000	\$7,000	\$7,000	\$14,000	\$7,000	\$7,000	\$10,000	\$7,000	\$109,000
CARD FEES	\$2,706	\$3,286	\$4,464	\$3,889	\$4,314	\$4,764	\$3,867	\$2,503	\$4,177	\$4,746	\$3,026	\$2,196	\$43,938
POSTAGE	\$150	\$150	\$150	\$150	\$150	\$150	\$150	\$150	\$150	\$150	\$150	\$150	\$1,800
OUTSIDE SERVICES	\$750	\$750	\$750	\$750	\$750	\$750	\$750	\$750	\$750	\$750	\$750	\$750	\$9,000
TRAVEL	\$1,333	\$1,333	\$1,333	\$1,333	\$1,333	\$1,333	\$1,333	\$1,333	\$1,333	\$1,333	\$1,333	\$1,333	\$15,996
TAXES	\$1,520	\$1,520	\$1,805	\$1,805	\$1,805	\$1,805	\$1,805	\$1,805	\$1,805	\$1,805	\$1,805	\$1,805	\$48,000
PROFESSIONAL FEES	\$160	\$160	\$160	\$160	\$160	\$160	\$160	\$160	\$160	\$160	\$160	\$160	\$1,920
LICENSE / FEES	\$225	\$225	\$225	\$225	\$225	\$225	\$225	\$225	\$225	\$225	\$225	\$225	\$2,700
OFFICE SUPPLIES	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$6,000
COMMUNICATIONS	\$1,200	\$1,200	\$1,200	\$1,200	\$1,200	\$1,200	\$1,200	\$1,200	\$1,200	\$1,200	\$1,200	\$1,200	\$14,400
DUES	\$250	\$250	\$250	\$250	\$250	\$250	\$250	\$250	\$250	\$250	\$250	\$250	\$3,000
TELEPHONE	\$1,200	\$1,200	\$1,200	\$1,200	\$1,200	\$1,200	\$1,200	\$1,200	\$1,200	\$1,200	\$1,200	\$1,200	\$14,400
ADMIN WAGES	\$16,000	\$16,000	\$19,000	\$19,000	\$19,000	\$19,000	\$19,000	\$19,000	\$19,000	\$19,000	\$19,000	\$19,000	\$222,000
PIR TAXES	\$1,520	\$1,520	\$1,805	\$1,805	\$1,805	\$1,805	\$1,805	\$1,805	\$1,805	\$1,805	\$1,805	\$1,805	\$21,090
TOTAL EXPENSES	\$32,994	\$33,574	\$45,037	\$42,462	\$40,867	\$62,337	\$37,440	\$42,576	\$37,750	\$38,319	\$63,599	\$35,769	\$512,744
NET OPERATING INCOME	(\$6,309)	\$21,174	\$49,191	(\$26,656)	\$919	\$38,311	\$20,276	(\$74,958)	\$53,818	\$82,799	(\$52,956)	(\$36,389)	\$67,219
CARRYFORWARD CASH	\$25,000												
NET CASH	\$18,691												



**Exhibit 4 - Monthly Operating Report**

**See Attached.**

MOR-1  
 CASE NAME City Tours, Inc.  
 CASE NUMBER 16-51690  
 PROPOSED PLAN DATE

UNITED STATES BANKRUPTCY COURT

PETITION DATE  
 DISTRICT OF TEXAS  
 DIVISION

MONTHLY OPERATING REPORT SUMMARY FOR MONTH May 2017

MONTH	Aug-16	Sep-16	Oct-16	Nov-16	Dec-16	Jan-17	Feb-17	Mar-17	Apr-17	May-17
REVENUES	194,091.28	228,443.91	294,645.23	218,343.48	123,158.91	189,122.92	172,085.14	225,688.87	198,768.15	153,138.47
EXPENSES	8,400.02	16,983.94	67,346.24	20,408.66	-31,174.44	14,219.93	9,889.18	14,885.24	38,794.81	-33,388.10
NET INCOME	8,400.02	16,983.94	54,718.40	9,132.90	44,977.82	1,628.72	2,346.14	7,941.34	-54,284.50	-40,153.02
ADJUSTMENTS TO REVENUES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
ADJUSTMENTS TO EXPENSES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL NET REVENUES	133,982.26	228,271.20	200,022.05	258,842.45	164,062.87	164,871.87	166,214.16	240,876.18	181,540.39	1,941,474.91

\*\*\*The original of this document must be filed with the United States Bankruptcy Court and a copy must be sent to the United States Trustee\*\*\*

REQUIRED INSURANCE MAINTAINED AS OF SIGNATURE DATE

YES (A) (1)  
 YES (A) (2)  
 YES (A) (3)  
 YES (A) (4)  
 YES (A) (5)  
 YES (A) (6)  
 YES (A) (7)  
 YES (A) (8)  
 YES (A) (9)  
 YES (A) (10)  
 YES (A) (11)  
 YES (A) (12)

Are all accounts receivable being collected under terms?  Yes  No

Are all pre-pension liabilities, including taxes, being paid under terms?  Yes  No

Have any pre-pension assets been paid?  Yes  No

Are all U.S. Trustee Quarterly Fee Payments current?  Yes  No

What is the status of your Bar or Registration?  Pending  Other

Dean W. Greer, Attorney at Law  
 3929 Mosserock, Suite 117  
 San Antonio, Texas 78290

310 2427182  
 210 943 3835

I certify under penalty of perjury that the following complete Monthly Operating Report (MOR) consists of MOR-1 through MOR-9 and is a true and correct copy of the MOR-1 through MOR-9.

SIGNED X *[Signature]* TITLE *Principal*  
 DATE *4/20/17*

7-2-2017  
 [Signature]

CASE NAME: City Tours, Inc  
 CASE NUMBER: 0

COMPARATIVE BALANCE SHEETS

ASSETS	FILE DATE	MONTH	MONTH	MONTH	MONTH	MONTH	MONTH	MONTH	MONTH	MONTH	MONTH	MONTH	MONTH	MONTH	MONTH
	Jul-16	Aug-16	Sep-16	Oct-16	Nov-16	Dec-16	Jan-17	Feb-17	Mar-17	Apr-17	May-17				
CURRENT ASSETS															
Cash	-3,036.93	8,456.73	-38,626.48	30,494.39	5,223.30	-2,363.02	2,174.80	-375.15	-27,767.96	13,925.74	-18,885.12				
Accounts Receivable, Net	238,121.38	242,644.92	266,126.79	260,277.66	258,632.38	239,843.66	230,293.41	279,823.29	273,570.44	254,421.16	242,639.39				
Inventory, Lower of Cost or Market	10,742.09	10,742.09	10,742.09	10,742.09	10,742.09	10,742.09	10,742.09	10,742.09	10,742.09	10,742.09	10,742.09				
Prepaid Expenses	42,244.82	47,346.76	37,442.76	40,168.67	50,480.52	43,792.37	34,811.24	20,210.11	20,284.50	39,377.25	27,870.56				
Investments															
Other	20,000.00	20,000.00	20,000.00	20,000.00	20,000.00	20,000.00	20,000.00	20,000.00	20,000.00	20,000.00	20,000.00				
TOTAL CURRENT ASSETS	308,071.36	329,090.50	305,685.16	361,682.81	345,078.29	314,015.10	338,021.54	330,400.34	296,829.07	338,366.24	382,367.12				
PROPERTY, PLANT & EQUIP. @ COST	5,596,193.90	5,596,193.90	5,596,193.90	5,596,193.90	5,596,193.90	5,596,193.90	5,271,193.90	5,271,193.90	5,271,193.90	4,466,098.90	4,466,098.90				
Less Accumulated Depreciation	1,932,710.02	1,932,710.02	1,932,710.02	1,932,710.02	1,932,710.02	1,932,710.02	1,859,585.02	1,859,585.02	1,859,585.02	1,769,324.92	1,769,324.92				
NET BOOK VALUE OF PP & E	3,663,483.88	3,663,483.88	3,663,483.88	3,663,483.88	3,663,483.88	3,663,483.88	3,411,608.88	3,411,608.88	3,411,608.88	2,696,773.91	2,696,773.91				
OTHER ASSETS															
1. Tax Deposits															
2. Investments in Subsidiaries															
3. Electric Deposit															
4.															
TOTAL ASSETS	\$3,971,555.24	\$3,992,574.38	\$3,969,169.04	\$4,025,166.69	\$4,008,562.17	\$3,977,498.98	\$3,749,630.42	\$3,742,009.22	\$3,708,437.95	\$3,035,140.15	\$2,970,141.03				

\* Per Schedules and Statement of Assets

Entered 8/1/17 Revised 8/1/17

MON-2

CASE NAME: City Tours, Inc  
 CASE NUMBER: 0

COMPARATIVE BALANCE SHEETS

LIABILITIES & OWNERS' EQUITY	ENDING DATE	MONTH	MONTH	MONTH	MONTH	MONTH	MONTH	MONTH	MONTH	MONTH	MONTH	MONTH	MONTH	MONTH	MONTH	MONTH	MONTH
	Jul-16	Aug-16	Sep-16	Oct-16	Nov-16	Dec-16	Jan-17	Feb-17	Mar-17	Apr-17	May-17						
LIABILITIES																	
POST-RETIREMENT LIABILITIES																	
Accrued Payable - Secured	2,876,289.61	2,876,289.61	2,866,658.95	2,844,043.01	2,844,056.40	2,839,575.81	2,569,363.97	2,553,558.89	2,545,602.79	1,906,877.55	1,891,183.15						
Payroll Debt	383,240.01	412,700.16	393,205.33	384,698.14	390,778.01	396,255.39	415,488.76	420,358.91	393,119.27	413,087.84	321,102.40						
Federal Reserve Tax																	
FICA Withholdings	150,278.40	164,179.62	172,052.86	193,020.56	161,189.88	178,259.72	197,538.91	199,026.50	194,689.63	195,295.00	187,528.74						
Unsecured Debt	255,730.66	228,988.41	205,872.60	217,286.66	217,386.66	213,136.66	215,356.66	214,856.66	214,856.66	211,984.66	211,584.66						
Other																	
TOTAL PRE-RETIREMENT LIABILITIES	3,665,538.68	3,678,157.80	3,637,769.72	3,639,048.37	3,613,310.95	3,627,225.58	3,397,728.30	3,387,760.96	3,346,248.35	2,727,245.05	2,711,398.95						
TOTAL LIABILITIES	3,665,538.68	3,678,157.80	3,637,769.72	3,639,048.37	3,613,310.95	3,627,225.58	3,397,728.30	3,387,760.96	3,346,248.35	2,727,245.05	2,711,398.95						
OWNERS' EQUITY (DEFICIT)																	
PAID-UP STOCK																	
COMMON STOCK	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00						
ADDITIONAL PAID-UP CAPITAL	437,474.77	437,474.77	437,474.77	437,474.77	437,474.77	437,474.77	437,474.77	437,474.77	437,474.77	437,474.77	437,474.77						
RETAINED EARNINGS - Full Date	-123,410.39	-123,410.39	-123,410.39	-123,410.39	-123,410.39	-123,410.39	-123,410.39	-123,410.39	-123,410.39	-123,410.39	-123,410.39						
RETAINED EARNINGS - Post Filing Date	-9,047.82	8,400.02	25,383.36	89,101.76	89,234.66	44,256.84	45,885.56	48,291.70	56,173.04	1,878.54	-38,274.48						
TOTAL OWNERS' EQUITY (NET POSITION)	304,016.56	323,464.40	340,447.74	395,166.14	404,299.04	359,321.22	360,950.03	363,296.17	371,237.51	316,943.01	276,789.99						
TOTAL LIABILITIES & OWNERS' EQUITY	\$3,971,555.24	\$4,001,622.20	\$3,978,217.46	\$4,034,214.51	\$4,017,609.99	\$3,986,546.80	\$3,758,678.33	\$3,751,057.13	\$3,717,485.86	\$3,044,188.06	\$2,988,188.94						

\* Per Schedules and Statement of Affairs

MOR-3

Revised 07/17

9/04/17

CASE NAME: City Tours Inc  
 CASE NUMBER: 0

SCHEDULE OF POST-PETITION LIABILITIES

	MONTH Aug-16	MONTH Sep-16	MONTH Oct-16	MONTH Nov-16	MONTH Dec-16	MONTH Jan-17	MONTH Feb-17	MONTH Mar-17	MONTH Apr-17	MONTH May-17
PRIDE ACCRUED TAX/PAYABLE	17,571.66	13,018.64	-35,081.56	1,000.00	-11,500.00	2,700.00	-1,546.57	-630.40	9,454.65	-1,041.34
TAX PAYABLE										
Federal Payroll Taxes	9,901.22	11,853.24	20,987.70	-31,830.68	17,069.84	19,279.19	1,487.59	-1,336.87	605.37	-8,036.26
State Payroll Taxes										
Ad Valorem Taxes	6,250.00	6,250.00	6,250.00	6,250.00	6,250.00	6,250.00	6,250.00	6,250.00	6,250.00	6,250.00
Other Taxes	-1,877.18	-5,818.14	1,308.60	-2,118.34	3,029.41	-923.72	-2,911.43	1,754.96	-349.88	-606.51
TOTAL TAXES PAYABLE	14,274.04	12,285.10	28,546.30	-27,699.02	26,349.25	24,605.47	4,826.16	3,668.09	6,805.49	-2,392.73
SPEC RECD DEBT POST-PETITION										
ACCRUED INTEREST PAYABLE	-17,234.50	-19,612.90	31,338.70	-1,236.61	-13,532.59	-161,341.03	-10,555.08	-5,706.10	-637,077.24	-3,594.40
ACCRUED PROFESSIONAL FEES*										
OTHER ACCRUED LIABILITIES										
1										
2										
3										
TOTAL POST-PETITION LIABILITIES (MOR-J)	(\$15,388.80)	(\$34,309.16)	\$34,803.44	(\$27,933.63)	\$1,316.66	(\$134,035.50)	(\$7,275.19)	(\$3,668.41)	(\$611,117.10)	(\$7,028.51)

\*Payment requires Court Approval  
 MOR-J

Revised: 07/17

CASE NAME: CHITONS INC  
 CASE NUMBER: 16-51690

AGING OF POST-PETITION LIABILITIES  
 MONTH: Mar-2017

DAYS	TOTAL	TRADE ACCOUNTS	FEDERAL TAXES (91)	STATE TAXES	AD VALORUM, OTHER TAXES	OTHER
30	56,919.45	26,688.87	0.00	3,131.06	6,250.00	20,889.52
31-60	13,231.93	7,471.93	0.00		6,250.00	
61-90	34,683.15	19,769.30	8,663.65			
91+	714,891.17	211,005.12	178,865.09		113,456.00	211,564.66
TOTAL	\$830,215.70	\$64,935.72	\$187,538.74	\$3,131.06	\$12,756.00	\$332,434.18

AGING OF ACCOUNTS RECEIVABLE

MONTH	Aug-16	Sep-16	Oct-16	Nov-16	Dec-16	Jan-17	Feb-17	Mar-17	Apr-17	May-17
30 DAYS	63,917.95	73,917.95	88,882.74	88,315.24	50,327.76	67,568.01	63,913.57	49,525.25	41,545.00	38,216.25
31-60 DAYS	10,845.00	24,326.87	31,873.81	29,821.32	24,218.36	27,225.31	20,993.58	27,178.08	17,085.23	18,621.14
61-90 DAYS	11,470.00	11,470.00	16,705.21	13,596.18	22,638.28	18,725.00	28,314.03	12,140.00	23,578.00	22,914.01
91+ DAYS	156,211.97	156,411.97	143,815.80	146,899.64	142,659.25	158,777.09	166,802.11	187,727.13	172,211.93	182,688.15
TOTAL	\$242,644.92	\$396,136.79	\$390,277.66	\$358,632.38	\$319,843.65	\$327,293.41	\$329,823.29	\$273,570.44	\$254,421.16	\$242,639.58

Generated by

CASE NAME: City Totals Inc  
 CASE NUMBER: 9

	MONTH	Aug-16	MONTH	Sep-16	MONTH	Oct-16	MONTH	Nov-16	MONTH	Dec-16	MONTH	Jan-17	MONTH	Feb-17	MONTH	Mar-17	MONTH	Apr-17	MONTH	FILING DATE	
<b>CASH RECEIPTS AND DISBURSEMENTS</b>																					
1 CASH BEGINNING OF MONTH		(\$3,026.93)		\$8,456.73		(\$28,626.48)		\$30,494.39		\$5,233.30		(\$2,363.02)		\$2,174.80		(\$375.45)		(\$97,767.96)		\$13,825.74	0.00
2 CASH SALES		126,942.58		143,062.99		244,654.11		215,835.41		116,496.45		170,040.39		138,091.54		206,852.19		203,984.81		156,498.93	1,773,359.43
3 COLLECTION OF ACCOUNTS RECEIVABLE		18,533.34		48,225.00		14,488.81		18,735.95		39,980.20		-850.70		25,572.39		6,631.48		19,149.28		11,781.57	202,267.32
4 SALES OF ASSETS																				0.00	0.00
5 OTHER (check box)																				0.00	0.00
TOTAL RECEIPTS**		145,475.92		192,187.99		259,142.92		234,571.36		156,476.65		169,209.69		163,665.93		213,485.67		223,134.09		168,280.50	1,925,626.72
1. Interest (check box) by Individual Debtor YES/NO																					0.00
<b>DISBURSEMENTS</b>																					
1 NET PAYROLL		\$4,555.82		93,096.38		64,064.10		62,155.07		66,364.84		53,303.61		73,160.98		87,029.89		53,750.07		56,254.06	695,614.82
2 PAYROLL TAXES PAID		8,957.77		18,335.77		0.00		51,887.44		0.00		0.00		0.00		35,181.64		16,814.32		26,502.68	157,679.62
3 SALES TAX & OTHER TAXES PAID		5,779.32		10,506.87		3,928.23		3,256.57		0.00		3,014.25		5,243.92		3,320.85		4,067.03		3,718.89	43,835.83
4 SECURED LIEN PAYMENTS		2,578.34		7,000.00		17,481.56		7,500.00		4,000.00		5,800.00		8,400.00		24,470.40		3,000.00		9,411.74	89,742.04
5 UTILITIES & TELEPHONE		3,623.64		3,800.00		3,637.74		3,687.85		1,525.55		4,305.75		2,860.98		3,259.43		1,463.59		1,355.62	28,519.65
6 INSURANCE		323.33		48,000.00		32,000.00		40,000.00		25,000.00		15,000.00		9,000.00		0.00		40,229.44		13,930.00	223,482.72
7 INVENTORY PURCHASES																				0.00	0.00
8 VEHICLE EXPENSES		9,701.38		19,694.76		17,495.00		9,181.07		10,673.28		12,680.84		15,141.22		9,786.27		4,654.92		4,806.53	113,815.27
9 TRAVEL & ENTERTAINMENT																				0.00	0.00
10 REPAIRS, MAINTENANCE & SUPPLIES		266.72		4,480.05		9,111.14		12,087.77		4,776.46		6,226.44		6,538.28		20,906.29		9,694.34		15,382.35	89,449.84
11 ADMINISTRATIVE & SELLING		13,675.84		24,357.37		52,404.28		69,126.68		51,822.84		62,341.48		45,868.80		57,921.41		47,866.68		69,629.49	494,812.87
12 OTHER (check box)		-4,522.20																			4,522.20
TOTAL DISBURSEMENTS FROM OPERATIONS		133,982.26		229,271.20		200,022.05		259,842.45		164,062.97		164,671.87		166,214.18		240,876.18		181,540.39		200,991.36	1,941,474.91
13 OTHER REORGANIZATION EXPENSES (check box)																				0.00	0.00
14 OTHER REORGANIZATION EXPENSES (check box)																				0.00	0.00
TOTAL DISBURSEMENTS**		133,982.26		229,271.20		200,022.05		259,842.45		164,062.97		164,671.87		166,214.18		240,876.18		181,540.39		200,991.36	1,941,474.91
NET CASH FLOW		11,493.66		-37,083.21		59,120.87		-25,271.09		-7,586.32		4,537.82		-2,550.25		-27,392.51		41,593.70		-32,710.86	-15,848.19
CASH AT END OF MONTH (MOR-3)		\$8,456.73		(\$28,626.48)		\$30,494.39		\$5,233.30		(\$2,363.02)		\$2,174.80		(\$375.45)		(\$97,767.96)		\$13,825.74		(\$18,885.12)	(\$18,885.12)

\* Applies to Individual debtors only  
 \*\* Numbers for the current month should balance (month)  
 RECEIPTS and CHECKS OTHER DISBURSEMENTS lines on MOR-8

EMOR-7  
 Empane 498.00  
 8th Avenue 1,480.50  
 Crestview 1,398.00  
 Yellowstone 449.70  
 Ironwood 695.00  
 4,522.20





CASE NAME: City Tours, Inc  
 CASE NUMBER: 0

CASH ACCOUNT RECONCILIATION  
 MONTH OF May 2017

BANK NAME	ACCOUNT NUMBER	OPERATING	AIRPORT	PAYROLL	#	TAX	OTHER FUNDS	TOTAL
BANK BALANCE		15,545.81	0.00	47.11		-9.37	418.99	16,002.54
DEPOSITS IN TRANSIT		0.00	0.00					0.00
OUTSTANDING CHECKS		4,451.24	0.00	30,456.42				34,887.66
ADJUSTED BANK BALANCE		\$11,094.57	\$0.00	(\$30,389.31)		(\$9.37)	\$418.99	(\$18,885.12)
BEGINNING CASH - PER BOOKS		33,000.00	0.00	-19,188.02		-9.80	418.99	\$14,221.17
RECEIPTS*		168,280.50	0.00	0.00		0.00		\$168,280.50
TRANSFERS BETWEEN ACCOUNTS		11,918.00	0.00	41,092.80		38,686.00		\$91,696.80
MONTHLY WITHDRAWAL OR CONTRIBUTION BY INDIVIDUAL DEBTOR - MFR-2		0.00	0.00					\$0.00
CHECKS/OTHER DISBURSEMENTS*		202,103.93	0.00	52,294.09		38,685.57		\$293,083.59
ENDING CASH - PER BOOKS		\$11,094.57	\$0.00	(\$30,389.31)		(\$9.37)	\$418.99	(\$18,885.12)

\*Numbers should balance (match) TOTAL RECEIPTS and TOTAL DISBURSEMENTS lines on MCR-7

Revised 07/01/95

MCR-8

CASE NAME: City Tours, Inc  
 CASE NUMBER: 0

**PAYMENTS TO INSIDERS AND PROFESSIONALS**

Of the total disbursements shown for the month, list the amount paid to insiders (as defined in Section 101(3)(K)(A)-(F) of the U.S. Bankruptcy Code) and the professionals. Also, for insiders, identify the type of compensation paid (e.g., salary, commission, bonus, etc.) (Attach additional pages as necessary).

INSIDERS: NAME:COMP TYPE	MONTH	MONTH	MONTH	MONTH	MONTH	MONTH	MONTH
1. <i>Edward Toss</i>		6,533.88					
2. <i>Ann Marie Toss</i>		3,499.20					
3.							
4.							
5.							
6.							
TOTAL INSIDERS (MOR-1)		<del>10,033.08</del>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

PROFESSIONALS	MONTH	MONTH	MONTH	MONTH	MONTH	MONTH	MONTH
1.							
2.							
3.							
4.							
5.							
6.							
TOTAL PROFESSIONALS (MOR-1)		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

MOR-9