

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF TEXAS
EL PASO DIVISION

In re	§	
	§	
PREMIER PCS OF TX, LLC,	§	Case No. 17-32021-HCM-11
	§	
Debtor.	§	

**PREMIER PCS OF TX, LLC'S FIRST AMENDED
DISCLOSURE STATEMENT, DATED MAY 29, 2018**

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Attachments:

Exhibit 1	Text of 11 U.S.C. § 1129
Exhibit 2	Richard Ahn's curriculum vitae
Exhibit 3	Merchant Lenders list
Exhibit 4	Debtor's Most Recent Monthly Operating Report
Exhibit 5	Payments made of more than \$6,425.00 within 90 days of bankruptcy
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Exhibit 9	Documents in which CHAN Y PARK assumed PREMIER PCS's debts to the creditors in Plan Class 6a.

I. INTRODUCTION

This is the First Amended Disclosure Statement (the "Disclosure Statement") in the Chapter 11 case of PREMIER PCS OF TX, LLC (the "Debtor"). The Debtor's original Disclosure Statement was heard by the Court on April 5, 2018, and has been amended to reflect needed changes pointed out at the hearing. This First Amended Disclosure Statement contains information about the Debtor and describes the Plan of Reorganization (the "Plan") originally filed by the Debtor on March 26, 2018 and amended contemporaneously with this Disclosure Statement. The Plan is summarized below. A complete copy of the Plan has been mailed to you along with this Disclosure Statement. ***Your rights may be affected. You should read the Plan and this Disclosure Statement carefully and discuss them with your attorney. If you do not have an attorney, you may wish to consult one.***

The proposed distributions under the Plan are discussed in Section III of this Disclosure Statement. General unsecured creditors are classified in Classes and are being offered distribution ranging from 60% to 100% of their allowed claims respectively, to be distributed in installment payments. Classes of secured claims are to receive other treatments, as summarized below and as set forth in full detail in the Plan. All property tax creditors are grouped into a single, unimpaired Class, and they will continue to receive their regular non-bankruptcy amounts of payment, on time and in full.

A. Purpose of This Document

This Disclosure Statement describes:

- The Debtor, its background, the events leading to insolvency, 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 this Disclosure Statement. This Disclosure Statement describes the Plan, but it is the Plan itself that will, if confirmed, establish your rights. Be sure also to read the Definitions attached as Exhibit "1" to the Plan. Those Definitions govern the meanings of the terms in the Plan as well as the meanings of the terms in this Disclosure Statement.

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

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

1. *Time and Place of the Hearing to Confirm the Plan.*

The hearing is set for _____, 2018 at _____ o'clock __.m. in the United States

Bankruptcy Court for the Western District of Texas, El Paso Division, 511 E. San Antonio Street, Fourth Floor, El Paso, Texas 79901.

2. *Deadline For Voting to Accept or Reject the Plan.*

If you are entitled to vote to accept or reject the Plan, vote on the enclosed ballot and return the ballot in the enclosed envelope to the attorney for the Debtor, E.P. BUD KIRK, 600 Sunland Park Drive, Building Four, Suite 400, El Paso, Texas 79912. See section IV.A. below for a discussion of voting eligibility requirements.

Your ballot must be RECEIVED by 5:00 o'clock p.m. MT on _____ or it will not be counted.

3. *Deadline for Objecting to the Confirmation of the Plan.*

Objections to the confirmation of the Plan must be filed with the Court and served upon the Debtor's attorney, E.P. BUD KIRK, at 600 Sunland Park Drive, Building 4, Suite 400, El Paso, Texas 79912, on or before 5:00 o'clock p.m. MT on _____, 2018.

If you want additional information about the Plan, you should contact the Debtor's attorney, E.P. BUD KIRK, telephone number (915) 584-3773, facsimile number (915) 581-3452, or email budkirk@aol.com.

C. Disclaimer

The Court has not yet determined whether the Plan meets the legal requirements for confirmation, and the fact that the Court has approved this Disclosure Statement does not constitute an endorsement of the Plan by the Court, or a recommendation that it be accepted.

II BACKGROUND

A. A History of the Debtor and Events Leading to this Bankruptcy Filing

The Debtor is a Texas limited liability company that was formed in 2013. The Debtor has been in the business of selling consumer subscriptions to cellular telephone services with METRO

PCS. METRO PCS is a nationwide business, affiliated with T-MOBILE WIRELESS. METRO PCS offers low-cost subscriptions for cellular telephone service. Customers of METRO PCS are not bound to multi-year cellular telephone service contracts. METRO PCS subscriptions are cancellable at will, and they generally costs about one-fourth to one-third of conventional cellular telephone contracts. Customers of METRO PCS must pay in advance for the cellular telephone services they receive. PREMIER PCS is a METRO PCS dealer which receives commissions upon the customers' advance payments for cellular telephone service.

The sole member of PREMIER PCS OF TX, LLC, is RICHARD AHN. Mr. AHN is a naturalized Korean-American whose *curriculum vitae* is hereto attached as Exhibit "2." He has an extraordinary background that includes training and service in the Korean Air Force as a military airplane pilot. He has extensive business experience in the United States. He became a U.S. Citizen in 2009, and he was successful in business in the United States while living in Atlanta, Georgia, from 1980 to 2013. He moved to Texas in 2013, and he formed the Debtor entity PREMIER PCS OF TX, LLC, in that year. He was recognized as dealer of the year by METRO PCS in 2014, 2015, and 2016.

PREMIER PCS OF TX, LLC (hereinafter "PREMIER PCS") was immediately successful. To capitalize further upon its early success, Mr. AHN decided in 2016 to embark upon a rapid plan of expanding its store locations. Up until that time PREMIER PCS had opened stores/dealerships in the El Paso and Southern New Mexico areas. Mr. AHN decided to open additional METRO PCS stores, in West Texas, Northern New Mexico, and one in Durango, Colorado.

The cost of opening a METRO PCS store is generally around \$50,000 per location, for a dealer who is already approved by METRO PCS as an authorized distributor. PREMIER PCS expanded in 2016 and 2017, from 28 to 43 dealerships. The rapid expansions were not met with equally rapid profits. The money to fund the expansion, moreover, was costly money, borrowed from "merchant lenders." "Merchant lenders" are private lenders who offer to purchase, for a fixed amount, a certain value or percentage of a business' accounts receivable. Merchant lenders do not follow the conservative lending practices of national banking institutions. They

are bolder in how much they are willing to lend, and they are also bolder in how much they charge for the lending. In most cases, their transactions are characterized in their contracts as outright purchases of the borrower's accounts receivable. The purchase price is expressed in two ways: first, as the amount which the borrowing business will receive for the transfer of its accounts receivable. The other expression of the purchase price is how much the borrowing business has to agree to pay the merchant lender, in order to become the absolute owner of its accounts receivable again. In some cases, merchant lenders secure their advances to the borrower with security agreements and financing statements under the Uniform Commercial Code. Such documents typically cover other collateral besides the purchased receivables. In most instances, however, merchant lenders' documents repeatedly deny a lending relationship, and they insist that the funders have become the absolute owners of the borrower's receivables. Most merchant lenders do not bother with collateralization, because taking security looks like a lending relationship. Instead they secure themselves with sudden judicial remedies, such as confessions of judgment signed by the borrower at loan funding time, in case there is a default in repayment. They also insist that all of the borrower's business be conducted through a single designated bank account at a nationwide bank, against which they have drafting privileges to assure themselves of timely and full installment payments. Usually the payments are due two to three times a week, and the payments are hefty. In the early days of a merchant loan the payments are not a problem because they can come out of the funds advanced. As the advanced funds get consumed, however, the payments become burdensome. The confessions of judgment are easily enforceable in the lender's home state (typically New York), and once entered without a hearing, the judgments will support garnishment writs (or "restraints") against the designated bank account, immobilizing it.

The cost of borrowing from a merchant lender, if expressed as interest, *i.e.*, the costs of repayment over the time the money is loaned, is generally about 65% per annum. In order to exempt themselves from the reach of usury laws in states that would not condone such expensive borrowing rates, merchant lenders use documents in which the repayment periods are shorter than one year, and in which there are repeated denials of a borrowing relationship. Instead the documents stress that the transaction is an outright sale of the debtor's accounts receivable.

There are some financial realities, however, that expose logical flaws in the merchant lender's documents. One is, that no specific accounts receivable are identified as belonging to the merchant lender. A second is, that the debtor is left in full control of the collection of the accounts and the uses of the account proceeds once the daily or weekly payment to the merchant lender is made. A third is, that the debtor's name appears on the designated bank account. A fourth financial reality, is that the Uniform Commercial Code has no special provision excepting merchant lenders from its scope. (A merchant lender can record its acquisition of a debtor's accounts, under UCC § 9-102(a)(2).) And another financial reality is that the definitions of "property of the bankruptcy estate," in the Bankruptcy Code, recognize in the debtor an interest in "redeeming" property by paying off a debt upon it: here, the accounts receivable that were supposedly "sold" to the merchant lenders.

"Merchant lender" loans may seem like a good idea in the short run, when a debtor needs capital and cannot borrow it elsewhere. The repayment cost is exorbitant in comparison to payments on bank loans, however, and the large and sudden cash advances that come with the merchant loans, make the repayments feasible only for a short while. PREMIER PCS, once it started borrowing from merchant lenders, found that it had to keep on borrowing from them, or it would wind up in default before the expanded store locations produced enough revenue to pay off the loans.

By May of 2017, PREMIER PCS had incurred approximately \$1.19 million in merchant lender debt, and servicing it was becoming impossible. To PREMIER PCS it appeared that the only solution was more borrowing, and no conventional bank was willing to step in and take on the debt load PREMIER PCS was carrying. In July of 2017 PREMIER PCS found a more enlightened merchant lender, to relieve the financial pressure on the business, and that was COMPLETE BUSINESS SOLUTIONS GROUP (hereinafter "CBSG"), of Philadelphia, PA. Between May and November of 2017, CBSG loaned PREMIER PCS over \$2.6 million. Those loans, however, were not enough to enable PREMIER PCS to satisfy the demands of some earlier merchant lenders upon PREMIER PCS, chiefly VICEROY CAPITAL FUNDING, then demanding approximately \$169,000, and GTR SOURCE, LLC, then owed approximately

\$169,000 also. A chart hereto attached as Exhibit “3”, depicts the balances PREMIER PCS owed to all its merchant lenders, as of December 1, 2017. In early December of 2017 VICEROY and GTR SOURCE, LLC declared PREMIER PCS in default, and had their New York attorney march their confessions of judgment to the courthouse in New York City and immediately submit garnishment orders (restraints) upon PREMIER PCS’ main bank account at Wells Fargo Bank. Unable to use any money due to the first restraint filed by VICEROY CAPITAL FUNDING, PREMIER PCS filed for Chapter 11 relief on December 6, 2017. The bankruptcy filing prevented the restraint of GTR SOURCE, LLC from attaching.

B. Operations During The Reorganization Case; Monthly Operating Reports

Prior to filing for Chapter 11 relief, PREMIER PCS was used to handling a gross sales volume of over \$22 million per year, and all of that ran through its Wells Fargo bank account. The VICEROY restraint, or “freeze” on that account, seriously immobilized PREMIER PCS, in these (and other) ways:

- a) PREMIER PCS is constantly placing cellphone subscriptions with METRO PCS, at a volume of more than \$1 million per month. A typical customer’s order costs PREMIER PCS \$150; \$50 of that comes from the customer, and \$100 is “fronted” by PREMIER PCS to provide the customer, for no apparent charge, with a cell phone programmed by METRO PCS. METRO PCS “rebates” the cell phone cost to PREMIER PCS, generally in about ten days’ time, and METRO PCS also pays PREMIER PCS a commission upon the sale in about ten days’ time. When its WELLS FARGO account was restrained, however, PREMIER PCS had no moveable funds. Although PREMIER PCS had subscriptions to place with METRO PCS, PREMIER PCS could not pay for the complimentary cell phones.
- b) PREMIER PCS had 253 employees at 43 store locations in El Paso, New Mexico, Colorado, and Texas, when the restraint hit the Wells Fargo account. The next payroll was going to cost \$150,000.00. PREMIER had to borrow the December 7 payroll from Mr. AHN personally, plus another \$50,000 to keep operations from

shutting down.

- c) PREMIER PCS had 43 leases to pay for, and utilities at each of the 43 locations.

PREMIER PCS filed an Emergency Motion to Authorize Use of Cash Collateral (Docket #7) on December 7, 2017, and that Motion was granted after notice to parties in interest, on December 13, 2017 (Docket #17). On the same day the Bankruptcy Court granted PREMIER PCS' Motion to recognize METRO PCS as a "critical supplier" and to approve ongoing payments to them upon an existing line of credit; the logic being that the 43 stores otherwise would have nothing to sell that would work with METRO PCS transmitter services.

The restoring of bank account use to PREMIER PCS, however, was not prompt. Normal banking transactions did not resume until December 14th. Much of the Christmas shopping season was lost. (Affordable cell phones and subscriptions make ideal Christmas gifts; the giver can get the satisfaction of calls with, and attention from, the donee.) METRO PCS proved to be slow to embrace its recognition as a critical supplier to PREMIER PCS, and it curtailed PREMIER PCS' line of credit, from \$1 million, net 30 days, to half a million, net 15 days.

PREMIER PCS OF TX, LLC filed Schedules and a Statement of Affairs on a timely basis. PREMIER PCS OF TX, LLC complied with the Guidelines of the United States Trustee by opening a "Debtor-in-Possession" bank account and closing the other bank accounts, providing proof of insurance on the estate's assets and operations, arranging for the United States Trustee to be notified if the insurance is ever about to lapse, providing a 90-day cash flow forecast, and designating persons responsible for carrying out the duties of a Debtor-in-possession and for preparing the Monthly Operating Reports. PREMIER PCS OF TX, LLC attended the First Meeting of Creditors on January 11, 2018, which was presided over by KEVIN M. EPSTEIN, attorney for the United States Trustee's office.

PREMIER PCS OF TX, LLC has filed Monthly Operating Reports with the United States Trustee for each month it has been in Chapter 11. Each monthly operating report contains a summary of the previous months' gross revenues and expenses. The most recent monthly

operating report, which covers January 1, through April 30, 2018, is attached hereto as Exhibit “4.” As the operating report bears out, the Debtor continues in business and has stabilized its financial performance sufficiently that a Plan of Reorganization can be proposed. The months of January and April show losses, but that is because April was a three-payroll month, and because of a one-time event: PREMIER PCS reduced its debt to METRO PCS by roughly \$900,000 in January and February. Expense reductions have been accomplished by PREMIER PCS. Revenue enhancements have been achieved through concentrating operations to Southern New Mexico, El Paso, and West Texas, and more efficient management is expected to continue.

C. Significant Orders, Motions, and Pleadings During the Bankruptcy Case

The Bankruptcy Court approved E.P. BUD KIRK’s Application to be employed as Debtor’s counsel on January 3, 2018 (Docket #28). Permission for the Debtor to use the cash collateral of one secured creditor, METRO PCS was granted on December 13, 2017 on an interim basis (Docket #17), and on January 23, 2018 on a final basis (Docket # 54). The Final Cash Collateral Order authorized the Debtor to make adequate protection payments of \$3,000 each Friday, to VICEROY FUNDING. Also on December 13, 2017 the Order Authorizing Payment to a Critical Supplier (METRO PCS TEXAS, LLC) was entered. Permission for the Debtor to continue use of utilities, subject to protective deposits, was granted on January 11, 2018 (Docket #43). Interim adequate protection payments of \$4,000 each Friday to CBSG, were approved on January 23, 2018.

In an effort to improve its cash flow, PREMIER PCS filed a Motion to Sell its most inefficient stores, on January 12, 2018 (Docket #46). Those stores are the ones most remote from PREMIER PCS headquarters in El Paso, *i.e.*, four stores in Albuquerque, three in Farmington, New Mexico, and one in Durango, Colorado. The Court approved that sale, for \$560,000, on February 1, 2018 (Docket #68), and the sale has closed. The sale proceeds are being applied to the first lienholder (METRO PCS), pro-rated rent and gross receipts tax (where applicable), and to administrative expenses.

D. Insiders of the Debtor

The Bankruptcy Code provides for extra scrutiny of the financial dealings the Debtor has had with “insiders.” Insiders of a corporation or LLC are its officers, shareholders/members, and directors; any other business entities that are affiliates of the Debtor, and family members of the Debtor’s officers, members, and directors. If an insider has taken an advantage over any creditors in the case by using its closeness to the Debtor to gain special treatment, the transactions with the insider can be called back into the bankruptcy estate. *See Matter of Fabricators, Inc.*, 926 F.2d 1458, 1465 (5th Cir. 1991) (*held*, insiders’ claims are not to be treated worse than other creditors’ claims, unless they have engaged in inequitable conduct that harmed the estate). In this case, Mr. AHN obtained significant loans to PREMIER PCS from his fiancée and from close friends, to try to keep the company able to pay its other debts. PREMIER PCS has not made any repayment to them, nor any favored treatment. Likewise Mr. AHN has not extracted in the past any preferential treatment for the loans he has made to PREMIER PCS.

The accompanying Plan accordingly pays claims of insiders without punishing them for insider status. The insiders in this case, are all of the individuals (*i.e.*, actual persons) shown on the lists of creditors.

Under the bankruptcy laws, any insiders who have received transfers of assets from the Debtor within specified periods of time can be sued for recovery of those assets. Such transfers are treated under the Bankruptcy Code as “voidable” transfers. The Debtor believes and maintains that there are no voidable transfers in this case which could be pursued against any insiders, with the exception of DONALD KIM. The Debtor is pursuing that recovery in state court in Dallas, Texas. DONALD KIM has also filed a proof of claim in the case, for \$509,765.66, to which PREMIER PCS is objecting.

E. Projected Recovery of Avoidable Transfers [Choose the option that applies]

The Debtor estimates that up to \$250,000.00 could be realized from the recovery of fraudulent, preferential, or other avoidable transfers in this case. Exhibit “5” hereto attached discloses preferential payments (*i.e.*, payments of more than \$6,425) that were made to creditors

within 90 days of petition date.

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 another form of transfer avoidable under the Code, the Debtor may seek to avoid that transfer, if the transfer is disclosed in this Disclosure Statement or in the Plan.

The chief disincentives the Debtor has, against pursuing the preferences, are that such litigation would prolong this case and might not yield much money. A preference suit usually takes six months from start to finish. Lawsuits involve risk. Collection of any judgments could well take longer. Each quarter that PREMIER PCS spends in Chapter 11, costs it \$50,000 to \$60,000 in United States Trustee's fees. This case is already proposing repayments of 60% or better to most of its creditors, so "re-shuffling" money through preference litigation is not likely to produce great swings in distribution. Moreover, "recoveries" in preference litigation against creditors still owed something would probably result in claim reductions rather than cash; so the litigation cost (attorney's fees) which the Debtor would have to pay, is another disincentive to pursue preferences. As for any moneys recovered against transferees who got paid off, those would have to be paid back again, at dividends of 60% to 75%.

The Debtor has ruled out, moreover, any potential action for a preference against CBSG, who is the only "merchant lender" who took the trouble to file a UCC-1 financing statement. CBSG filed a "blanket" financing statement on November 29, 2017 with the Texas Secretary of State. Within 30 days of that filing, however, CBSG had made very large advances of new money to the Debtor, and had renewed and extended earlier large loans. Similarly, FOX and YELLOWSTONE, creditors on Exhibit 5, made advances within 30 days of their payment, or made new advances subsequent to their payment, thereby reducing their "preference" exposure.

F. 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 accompanying Plan.

G. Current and Historical Financial Conditions

The identity and fair market value of the estate's assets are listed in Exhibit "6" to this Disclosure Statement, which consists of copies of the Debtor's Schedules of Assets. (Schedule A is real property; Schedule B is personalty.)

The Debtor did not issue any recent financial statements prior to bankruptcy, so there are none to attach.

The most recent post-petition operating report filed since the commencement of the Debtor's bankruptcy case is hereto attached as Exhibit "4."

Attached as Exhibit "7" to this Disclosure Statement is a cash flow projection based partly upon the Debtor's actual revenues from operations for the past three months, and upon the Debtor's average yearly performance over the past four years.

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

A. The Purpose of a 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.

* As of the time of this First Amended Disclosure Statement's submission, the Debtor had only one claim objection pending, against the claim of DONALD KIM. PREMIER PCS also has a large counterclaim or third-party claim (\$1,000,000) pending against DONALD KIM and his corporation DOUBLETREE CELL, INC.

B. Unclassified Claims

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

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, or in the ordinary course of business, 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, including utilities, rents for business premises, payroll to employees, regular taxes and tax depositing.	\$430,000.00/wk.	Paid in full on the effective date of the Plan, or according to regular terms of obligation if later.
The Value of Goods Received in the Ordinary Course of Business Within 20 Days Before the Petition Date.	N/A	N/A
Professional Fees, as approved by the Court	\$30,000.00	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	\$1,000.00	Paid in full on the effective date of the Plan
Other administrative expenses	\$5,000.00	Paid in full on the effective date of the Plan

		or according to separate written agreement
Office of the U.S. Trustee Fees	\$50,000.00**	Paid in full on the thirtieth day of month following the quarter in which effective date of the Plan occurs
TOTAL	\$436,000.00	

2. Priority Tax Claims

Priority tax claims are unsecured income, employment, and other taxes described by § 507(a)(8) of the Code. Unless the holder of such a § 507(a)(8) priority tax claim agrees to different terms, it must receive the present value of such claim, in regular installments paid over a period not exceeding 5 years from the date of the order of relief (the first day of the case). The following chart lists the Debtor's estimated § 507(a)(8) priority tax claims and their proposed treatment under the Plan:

Description (name and type of tax)	Estimated Amount Owed	Date of Assessment	Treatment
INTERNAL REVENUE SERVICE (Amended Proof of Claim #2; \$5,696.32 FUTA for 2015)	\$5,696.32	2016	Pmt. interval: Monthly [Monthly] payment: \$485.04 Begin date: August 15, 2018 End date: July 15, 2019 Interest Rate %: 4% Total Payout Amount: \$5,820.48
TEXAS STATE COMPTROLLER OF PUBLIC ACCOUNTS (Proof of Claim #7 for \$284.60 and Proof of Claim #8 for \$1,483.36)	\$1,767.96		Pmt. interval: Monthly [Monthly] payment: \$299.53 Begin date: August 1, 2018 End date: January 1, 2019 Interest Rate %: 5.65% Total Payout Amount: \$1,797.18

C. Classes of Claims and Equity Interests

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

** On January 1, 2018 a new bracketology for U.S. Trustee's fees in Chapter 11 cases took effect. Debtors with quarterly disbursements over \$1 million must now pay a 1% U.S. Trustee's fee. It was partly to be able to satisfy this fee, that PREMIER PCS decided to sell its 8 least profitable stores.

receive under the Plan:

1. *Classes of Secured Claims*

Allowed Secured Claims are claims secured by property of the Debtor's bankruptcy estate (or that are subject to setoff) to the extent allowed as secured claims under § 506 of the Code. If the value of the collateral or setoffs securing the creditor's claim is less than the amount of the creditor's allowed claim, after the creditor has liquidated its collateral within the time prescribed by the Plan and filed a timely proof of claim for the deficiency, the deficiency will be classified as a general unsecured claim.

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

Class #	Description	Insider (Yes or No)	Impairment	Treatment
1	<p>Secured claim of METRO PCS</p> <p>Collateral description: Blanket lien on inventory, accounts, equipment, furniture, intangibles, trade fixtures.</p> <p>Allowed Secured Amount \$530,000.00</p> <p>Priority of lien: First</p> <p>Principal owed \$530,000.00</p> <p>Total claim \$530,000.00</p>	No.	No.	METRO PCS will continue to receive the regular contractual payments on its line of credit. Those payments are variable, depending upon the volume of sales the Debtor has, the number of phones it orders from METRO PCS. Usually this line of credit turns over at monthly or more frequent intervals.
2	<p>Secured claim of ALPHA. COMM.</p> <p>Collateral description: Purchase money security interest in cellular phone</p>	No.	No.	ALPHA. COMM. will continue to receive the regular contractual payments on its line of credit. Those payments are variable, depending upon the volume of sales the Debtor has, and the

	<p>demonstration equipment and accessories.</p> <p>Allowed Secured Amount \$17,000.00 (as of 12-6-17)</p> <p>Priority of lien: First on accessories (purchase money)</p> <p>Principal owed \$17,000.00</p> <p>Total claim \$17,000.00</p>			<p>number of cell phone accessories it orders from ALPHA. COMM. Usually this line of credit turns over at monthly or more frequent intervals.</p> <p>Interest Rate %: Contractual rate</p> <p>Treatment of Lien: Retained</p>
3	<p>Secured claim of CBSG/PAR FUNDING</p> <p>Collateral description: Blanket lien on all assets</p> <p>Allowed Secured Amount \$2,483,000.00 after adequate protection payments.</p> <p>Priority of lien: Second</p>	No.	Impaired	<p>Monthly Pmt.: \$39,765.62</p> <p>Pmts. Begin: August 15, 2018 if earlier, or as soon as CBSG has recovered 75% of its allowed secured amount.</p> <p>Pmts. End: July 15, 2022</p> <p>Balloon Pmt.: None</p> <p>Interest Rate %: None</p> <p>Treatment of Lien: Retained</p>
4	<p>Secured claim of VICEROY CAPITAL FUNDING, LLC.</p> <p>Collateral description: Bank account.</p> <p>Allowed Secured Amount: \$88,826 after applying adequate protection payments of \$3,000/week.</p>		Impaired.	<p>VICEROY CAPITAL FUNDING, LLC perfected its interest in the Debtor's Bank account at Wells Fargo by restraining it on December 4, 2017. Adequate protection payments of \$3,000 each Friday began on January 26, 2018. These payments shall continue each Friday until the claim is retired, without interest because interest was precomputed in the funding agreement.</p>
5	<p>Secured claims of CITY OF EL PASO TAX ASSESSOR/COLLECTOR</p> <p>Collateral description: Personal property in PREMIER PCS' El Paso</p>		Impaired.	<p>Monthly Pmt.: \$1,000/mo.</p> <p>Pmts. Begin: August 15, 2018</p> <p>Pmts. End: As soon as paid in full together with statutory interest.</p>

	<p>stores</p> <p>Allowed Secured Amount: \$14,744.00 (has been paid down 3-16-18)</p> <p>Priority of lien: First liens</p> <p>Principal owed:</p> <p>Total claim:</p>			<p>Most if not all of the remaining tax in this Class was paid by the Debtor on March 16, 2018. If there is any further amount still due it will be paid in installments of \$1,000 per month starting August 15, 2018, with a like installment due on the first day of each month thereafter. The City Tax Collector shall retain its liens, pre- and post-petition, to secure all unpaid taxes whether accrued or yet to accrue.</p>
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2. *Class[es] of General Unsecured Claims*

General unsecured claims are not secured by property of the estate and are not entitled to priority under § 507(a) of the Code. General unsecured claims may be separately classified, if they have different substantive rights, or different non-bankruptcy recourses, and the separate classification includes different treatment, and the separate classification is not a tactic to gerrymander the Plan voting. *See In re Greystone III Joint Venture*, 995 F.2d 1274 (5th Cir. 1991); *In re Greystone III Joint Venture*, 948 F.2d 134 (5th Cir. 1991), *cert. denied* 113 S.Ct. 72 (1992); *In re U.S. Truck*, 800 F.2d 581 (6th Cir. 1986) (other recourse); *Matter of Brisco Enterprises, Ltd. II*, 994 F.2d 1160, 1167 (5th Cir. 1993) (addressing separate business reasons of creditors).

The following chart identifies the Plan's proposed treatment of Class[es] 6 through 11, which contain general unsecured claims against the Debtor.

Class #	Description	Impairment	Treatment
6a	Individuals who loaned money to PREMIER PCS and have recourse to a co-obligor.	Impaired.	These individuals and the amounts they are owed are listed on Plan of Reorganization Exhibit "D." These individuals' loan documents proclaimed the money advanced to PREMIER PCS was a loan and the interest thereon was at reasonable rates. In those respects their loans and entitlements under nonbankruptcy law are very different from the claims of the "merchant lenders" in Class 10. They are to be paid 100% of their allowed

			<p>claims by a co-signer, CHAN Y. PARK, a former business associate of Richard AHN's. Mr. AHN obtained Mr. PARK's written promise to pay these persons, and \$300,000 in cash to capitalize PREMIER PCS' operations, after the Chapter 11 case was filed and PREMIER PCS' bank account was inaccessible. The \$300,000 in cash and the promise to pay the creditors on this Plan's Exhibit "D" were given in exchange for a conveyance of Mr. AHN's remaining half-interest in a business they had co-owned in Dallas, Texas. The members of this Class are impaired, however, because by accepting performance from Mr. PARK they are waiving all claims against PREMIER PCS unless Mr. PARK defaults. The Class 6 members all signed the agreement to accept payment from PARK; a copy of it is attached as Exhibit 9 to this Disclosure Statement. Mr. PARK is to pay the Class 6 members interest-only for three years, monthly starting (and he has been paying since) January 1, 2018 and on the first day of each month thereafter. On January 1 of 2021, the Class 6 claims shall mature and be paid by Mr. PARK in full. Co-signed claims may be classified separately from other general unsecured claims, and that is not "unfair discrimination". See <i>Chacon v. Bracher</i>, 202 F.3d 725 (5th Cir. 2000). Although <i>Chacon</i> is a Chapter 13 case the phrase "discriminate unfairly" also appears in 11 U.S.C. § 1129(b)(1), "with respect to each class of claims."</p>
6b	Claims of lessors whose leases were assumed by TELECELL NM, LLC.	Impaired.	<p>On February 15, 2018, pursuant to an Order of this Court approving the transaction, the Debtor sold 8 of its stores to an entity known as TELECELL NM, LLC, formed by another METRO PCS dealer, UNG TAK HAN. The purchaser TELECELL NM, LLC took over responsibility for all the remaining lease payments. A list of the 8 landlords is attached to this Plan as its Exhibit "I." They shall have no further rights of recovery against PREMIER PCS unless TELECELL NM, LLC defaults, and in that event PREMIER PCS' shall either re-take possession and cure the default one month at a time, without acceleration of the</p>

			<p>remaining rent, if it is permitted by the landlord to take over the location for the lease's remaining term; or PREMIER PCS, if not permitted to re-occupy for the lease's remaining term, shall be obligated to treat the non-consenting landlord as if its lease had been rejected, and the landlord shall receive the same treatment as the Class 9 (rejected leases) creditors, <i>i.e.</i>, monthly payments of \$500.00 each until the earliest of these events: (a) the lease ends, (b) the premises are re-let to a third party, (c) the landlord recovers the greater of a year's rent or 15% of the rent for the remaining lease term.</p> <p>Class 6b is classified separately because they have different recourse from other creditors, and to prevent any double recovery at the expense of other creditors.</p>
7	Administrative convenience class.	Impaired.	<p>These creditors hold general unsecured claims of \$2,000.00 or less. This classification is permitted under 11 U.S.C. § 1122(b). A list of these creditors is attached to the Plan as Exhibit "G." They shall be paid 100% of their allowed claims on the 60th day after confirmation effective date.</p>
8	Ordinary general unsecured creditors. A list of these creditors is attached to the Plan as Exhibit "B."	Impaired.	<p>There is an estimated pool of \$72,453.68 in claims for this Class, except for the claims of CHILSON LEE (<i>see</i> below for her treatment), and the claim of DONALD KIM, which is under objection. The pool of \$72,453.68 in claims is to be paid \$1,000.00 per month on the 15th of each month commencing August 15th, 2018, to be apportioned ratably among the members according to the allowed amounts of their claims, until each has received a dividend of 70%, estimated to occur between months 50 and 51 of the Plan.</p> <p>Classified in Class 8, but not wanting payment during the term of this Plan, is Chilson Lee, the <i>fiancée</i> of Richard Ahn. She chooses to be in Class 8 and accept less favorable treatment under 11 U.S.C. § 1123(a)(4). She has made loans to PREMIER PCS totaling \$600,000.00. The statute of limitations for her to recover her loans shall not run during the pendency of this</p>

			<p>reorganization case and during the term of the Plan.</p> <p>Also classified in Class 8 is the claim of DONALD KIM for \$509,765.66. This claim is under objection and will not be paid anything until the claim objection is resolved. The claim will not be resolved until two hearings have been completed: one is a counterclaim/third-party claim for \$1,000,000 by PREMIER PCS that is now pending in the 193rd Judicial District Court for Dallas County, Texas, against DONALD KIM and his wholly-owned corporation DOUBLETREE CELL, INC. DONALD KIM and his wholly-owned corporation DOUBLETREE CELL, INC. (hereinafter "KIM" for convenience) initiated that proceeding under the style <i>Doubletree Cell, Inc. and Hee Sung Kim a/k/a Donald Kim v. Premier PCS of TX, LLC d/b/a Skytalk, and Richard Ahn</i>. The cause number is DC-17-02266. Once these Chapter 11 proceedings were instituted, KIM non-suited PREMIER PCS but kept on with his litigation against RICHARD AHN and PRIMETALK, another METRO PCS dealer then partly owned by AHN. PREMIER PCS re-pleaded its \$1,000,000.00, counterclaim, however, and KIM's attorney has since tried--unsuccessfully--to keep the PREMIER PCS counterclaim out of the suit, by arguing that Ms. SUL LEE, the lone attorney handling the case for RICHARD AHN, PRIMETALK, and PREMIER PCS, has a conflict of interest because the bankruptcy estate should not have to pay for legal services that benefit AHN and PRIMETALK. The Bankruptcy Court, however, approved Ms. LEE's hire as special counsel for this estate after a hearing on May 10, 2018, and for good measure the Bankruptcy Court lifted the automatic stay so that PREMIER PCS' counterclaim could be tried in the Dallas Court, without that judge having to worry about which parts of the case might be "against" the Debtor. The stay-lifting included any claims KIM wishes to re-assert against PREMIER PCS.</p> <p>Within 30 days of the time when the Dallas</p>
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			state court has decided any claim KIM re-asserts against PREMIER PCS and has also decided PREMIER PCS's counterclaim against KIM, Class 8 Plan payments will begin to be made to KIM. The claim shall be paid 70% of the 193 rd District Court's net findings, as its allowed amount. The claim shall be "caught up" to the number of monthly installments which other creditors in Class 8 have received. But if PREMIER PCS' counterclaim exceeds the claim of KIM, then KIM will be paid nothing.
9	General unsecured claims from lease rejections.	Impaired.	Claims for Rejected leases are a type of general unsecured claim that has different rights than those of other general unsecured creditors. A claim for a rejected lease has to be limited to a portion of the remaining rent term, and the claim, even if the lease is rejected post-petition, becomes an unsecured claim as of the day before petition date, for the greater of a year's rent or 15% of the remaining lease term; or, if applicable, for the remaining months on the lease if it has less than a year to run. A rejected lessor also had the potential recourse of obtaining a new tenant. <i>See Briscoe Enterprises</i> , 994 F.2d at 1067. Exhibit "C" to the Plan lists the holders of the rejected leases in this case, and the monthly rental for the affected premises. This class will be paid a dividend of 75% of their allowed claims, in monthly installments of \$500.00 for each class member, until the dividend is reached. Payments shall commence June 1, 2018. Creditors in Class 9 should refer to Plan Article VI regarding allowance of their claims.
10	General unsecured claims of accounts receivable purchasers whose contracts proclaimed they were not lenders and who did not file financing statements.	Impaired.	A list of these is attached to the Plan of Reorganization as its Exhibit "E," along with the amount for which they were scheduled or, as applicable, for which they filed a proof of claim. They shall be paid 60% of their allowed claims, in 48 level monthly installments of \$12,210.63 each, to be shared ratably according to the percentages and monthly amounts for the Class shown on Exhibit "E" hereto attached. Payment shall start August 15th, 2018 and conclude on July 15 th , 2022. That 60%

			<p>dividend will still return to them more money than they advanced to PREMIER PCS. The balance of such claims which the Plan does not propose to repay, shall be discharged at Plan Confirmation.</p> <p>Any member of Class 10 who wishes to receive a higher dividend than 60% may opt into Class 11 and receive in addition to the 48 monthly payments provided for Class 10 creditors, an additional 15% (total 75%) of its allowed claim, paid in one more year's continuing level monthly installments after July 10, 2022. The fifth year payments shall be in the same amounts the "opting in" creditor received (<i>i.e.</i>, was supposed to receive under this Plan) in the fourth year. In order to opt into Class 11 and be entitled to a dividend of 75% of their allowed claims, creditors opting in must waive any personal guarantees they have against RICHARD AHN. The ballot form furnished with this Plan will allow Class 10 creditors to indicate whether they are opting to go into Class 11. The ballot must be timely, and it will be the exclusive means of "opting in."</p> <p>Creditors considering this option to go into Class 11 and waive their personal guarantees from RICHARD AHN individually should refer to the Liquidation Analysis which is Exhibit "8" to this Disclosure Statement. The Liquidation Analysis includes an estimate of the recovery to be made upon Mr. AHN's personal guarantees if PREMIER PCS' Plan is not accepted and this case becomes a Chapter 7 liquidation. The estimate is from Mr. AHN, and the amount is negligible.</p> <p>Class 10 creditors shall not retain any liens, confessions of judgment, or rights of restraint or drafting rights upon the Debtor's bank account. These were not perfected pre-petition and are not entitled to perfection post-petition.</p>
11	General unsecured claims of merchant lenders who opt out of		<p>Creditors in Class 11 will receive level monthly payments equal to 75% of their allowed claims over 60 months, starting August 10, 2018. The</p>

	Class 10 and into Class 11.		<p>60 monthly payments shall be in the amounts shown on Plan Exhibit "E." In order to opt into Class 11 they must waive the personal guarantees they hold from RICHARD AHN. That waiver shall cease to be effective if PREMIER PCS defaults and fails to make all of the Class 11 payments to that particular creditor. The ballot must be timely, and it will be the exclusive means of "opting in."</p> <p>Class 11 creditors shall not retain any liens, confessions of judgment, or rights of restraint or drafting upon the Debtor's bank account.</p>
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3. *Class of Equity Interest Holders*

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

Class #	Description	Impairment	Treatment
12	Equity interest retained by the member of the Debtor LLC.	Impaired, because the LLC cannot be operated in disregard of the Plan.	Mr. AHN will retain his sole membership in the Debtor. The business is essentially a service business, and most of the services depend upon his skillful and efficient management. He is foregoing an administrative claim for the \$300,000 he personally loaned to the Debtor in December and January to cover payroll and costs of cell phones from METRO PCS.

RICHARD AHN is the equity interest holder. Under the Plan he will retain his sole membership in PREMIER PCS OF TX, LLC. All of its assets are completely encumbered. See the Liquidation Analysis attached to this Disclosure Statement as its Exhibit 8.

D. **Means of Implementing the Plan**

1. *Source of Payments*

The Debtor PREMIER PCS OF TX, LLC will distribute all Plan payments. The sources of the Debtor's payments to creditors will be revenues from regular operations.

A cash flow projection by the Debtor is hereto appended as Exhibit "7." Exhibit "7" shows anticipated gross income and expenses by calendar month in 2018, 2019, 2020, 2021 and 2022.

Exhibit "4" to this Disclosure Statement is the Debtor's Monthly Operating Reports for January through April 30, 2018. The January and April months show losses, but that should not be cause for concern. That is because April was a three-payroll month, and because in January and February PREMIER PCS reduced its debt to METRO PCS from \$1.2 million to down \$300,000 (approximate figures).

There is a chance that litigation which PREMIER PCS has pending in Dallas County, Texas may turn out to be another source of revenue for Plan payments. The litigation was initiated *against* PREMIER PCS, by DONALD KIM and a company he formed called DOUBLETREE CELL, INC., to buy five of PREMIER PCS' stores (METRO PCS dealerships) in Southeastern New Mexico. The purchase contract called for PREMIER PCS to allow KIM and DOUBLETREE to operate the five locations as a sub-dealer using PREMIER PCS' franchise rights with METRO PCS, for a trial period during which KIM and DOUBLETREE had to prove they could operate in accordance with METRO PCS performance standards, and become a full-fledged, independent dealer. During this trial period KIM and DOUBLETREE agreed to pay all of the operating expenses of each store, including payroll, rent, utilities, and other expenses. KIM and DOUBLETREE did not perform up to METRO PCS's standards, and as their effort flagged, they defaulted on covering the operating expenses of the five stores.

The claim of KIM is that PREMIER PCS, AHN, and PRIMETALK misrepresented how difficult it would be, to qualify as an independent METRO PCS dealer. KIM's demand is for \$509,765.66, and it has been expressed as a proof of claim in this Chapter 11 case (even though, for the moment, it is not being urged in the Dallas suit).

The counterclaim and third-party claim of PREMIER PCS against KIM and DOUBLETREE CELL, INC. in the Dallas suit, is for \$1,000,000. That is the amount PREMIER PCS had to cover with revenues from its other stores, to cover payrolls, rents, utilities, and obligations to METRO PCS, which KIM and DOUBLETREE failed to cover---though they received the five stores' income during the trial period.

To PREMIER PCS, the value of the \$1 million counterclaim is not in an expected recovery of that many dollars,*** but in the offset which the counterclaim provides, against any recovery by KIM. The offset could be complete. If there is any net recovery *awarded to and actually collected* by PREMIER PCS against KIM and DOUBLETREE, after payment of litigation expenses and attorney's fees, that net recovery shall be distributed by PREMIER PCS, as follows:

- a) On September 1 of each year beginning in 2019, PREMIER PCS will publish a report of the results of the litigation, showing all moneys actually recovered and all expenses paid, including court costs, attorney's fees, transcripts, depositions, mediators, court reporters, travel, expert witnesses, costs of abstracting and enforcing any judgments, any taxes upon sums recovered, and other similar charges.
- b) Out of the residual funds, three-fourths (75%) is to be allocated to Plan allowed claims in Classes 3, 8 (excluding CHILSON LEE), 9, 10, and 11, in that order until that money is exhausted. The September 1 report each year shall disclose the amounts paid to these classes.
- c) One-fourth (25%) of the net recovery shall be set aside and retained by RICHARD AHN, as an incentive to keep him motivated to continue to pursue a recovery.
- d) The September 1 reports will continue annually until there is no longer any activity

*** PREMIER PCS has undertaken no research into the collectable value of a hypothetical \$1 million judgment against DONALD KIM and DOUBLETREE, other than its experience with the Southeastern New Mexico stores, *i.e.*, that KIM and DOUBLETREE did not honor their promises to cover operating expenses.

to report. The final report shall signify that it is a final report.

2. *Post-Confirmation Management*

The Post-Confirmation Manager of the Debtor shall be RICHARD AHN. He will draw a salary of \$20,000.00 per month, in months when there is enough money to pay that salary.

E. *Executory Contracts and Unexpired Leases*

The Plan, in its Article VI (and Exhibit “F” to the Plan), lists all executory contracts and unexpired leases that the Debtor will assume under the Plan. Assumption means that the Debtor has elected to continue to perform the obligations under such contracts and unexpired leases, and to cure defaults of the type that must be cured under the Code, if any. Plan Article VI also explains how the Debtor will cure and compensate the other party to such contract or lease for any such defaults.

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

All executory contracts and unexpired leases that are not listed in Exhibit F will be rejected under the Plan. Consult your adviser or attorney for more specific information about particular contracts or leases.

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

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

F. Risk Factors

There are several events which could interfere with the successful completion of the Plan. One is that PREMIER PCS has no other business model than as a METRO PCS dealer. Industry competition and technological change could reduce the demand for METRO PCS subscriptions. Another risk is that Mr. AHN's health may fail. These risks are not good reasons to reject the Debtor's Plan; another Plan that might avoid these risks is not practical, and a forced liquidation would produce nothing for unsecured creditors.

G. Tax Consequences of the Plan

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

The following are the anticipated tax consequences of the Plan.

Tax consequences for the Debtor. The Debtor is current on its taxes, both pre- and post-petition. Outside of bankruptcy, a debtor generally experiences taxable income from debt forgiveness. In bankruptcy proceedings, debt forgiveness is non-taxable unless the debtor has positive tax attributes (e.g., loss carryforwards), and debt forgiveness income then can be imputed against the positive tax attributes, thereby reducing them. Upon information and belief, the Debtor has no positive tax attributes. The Debtor is also not seeking any major debt forgiveness. The Debtor sold eight of its stores during this Chapter 11 case. The Debtor will have minimal/if any taxable gains on the sale, because the sale proceeds were applied to reduce debts and pay administrative expenses.

Tax consequences for Creditors. Creditors should consult their own tax advisors, as to the tax effects of having a claim against the debtor resolved in bankruptcy proceedings, and whether professional fees incurred in the bankruptcy case are deductible from taxable income.

Tax consequences if receiving Plan payments. If you are a creditor who is entitled to claim tax benefits from a loss in doing business with the debtor, your subsequent receipt of Plan payments may have to be reported as income. **On this as on other tax issues, you should consult your own tax advisor.**

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; that 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 that 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 full copy of Code § 1129 is hereto attached as Exhibit “1.”

A. Who May Vote or Object

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. A vote to reject the Plan will be counted for voting purposes but will not count as an objection to confirmation (*i.e.*, a legal and factual argument why the Plan cannot be confirmed).

Some parties in interest, however, are not entitled to vote to accept or reject the Plan. *See* paragraph IV.A.3 *below*. If they oppose the Plan, they must indicate their opposition by filing a formal objection with the Court and serving it on Debtor’ counsel.

In this case, the Plan Proponent believes that all Plan classes except Classes 1 and 2 are impaired and that all holders of claims, except in Classes 1 and 2 are therefore entitled to vote to accept or reject the Plan. The Plan Proponent believes that Classes 1 and 2 are unimpaired and that holders of claims in each of those classes (the METRO PCS line of credit, and the ALPHA. COMM. line of credit) therefore, do not have the right to vote to accept or reject the Plan.

Any party in interest may object to the confirmation of the Plan if the party believes that the requirements for confirmation are not met. Creditors who have not filed timely claims, or whose claim has been disallowed, or is not yet allowed while a claim objection is pending, are not parties

in interest.

1. *Explanation: Allowed Claims or Allowed Equity Interests.*

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. While such an objection is pending, the claim is temporarily disallowed. 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 of the Federal Rules of Bankruptcy Procedure.

2. *Explanation: Impaired Claim or Impaired Equity Interests.*

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 six types of claims and equity interests are not entitled to vote:

- holders of claims and equity interests that are under objection or 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 unsecured claims entitled to priority pursuant to § 507(a)(2) or (a)(8) of the Code;
- holders of claims or equity interests in classes that do not receive or retain any value under the Plan; and
- persons or entities owed administrative expenses.

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

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

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

B. Votes Necessary to Confirm the Plan

If impaired classes exist, the Court cannot confirm the Plan unless (1) 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 below 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 (1/2) of the allowed claims in the class, who vote, cast their votes to accept the Plan; and (2) the holders of at least two-thirds (2/3) in dollar amount of the allowed claims in the class, who vote, cast their votes to accept the Plan.

A class of equity interests accepts the Plan if the holders of at least two-thirds (2/3) in

amount of the allowed equity interests in the class, who vote, cast their votes to accept the Plan.

2. *Treatment of Nonaccepting Classes*

Even if one or more impaired classes reject the Plan, the Court may nonetheless confirm the Plan if the nonaccepting claims are treated in the manner prescribed by § 1129(b) of the Code. A plan that binds nonaccepting classes is commonly referred to as a "cram down" plan. The Code allows the Plan to bind nonaccepting classes of claims or equity interests if it meets all the requirements for consensual confirmation except the voting requirements of § 1129(a)(8) of the Code, and 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 principles set forth in the preceding paragraph are numerous and complex.

Generally, it is rare for a debtor to get a high rate of voting participation in the Plan confirmation process. Occasionally, the level of creditor apathy is such, that whole classes of claims may go without votes. In the event that at least one class has actually voted to accept the Plan, and one or more other classes attract no votes at all, the debtor will ask the Bankruptcy Court to rule that each class which had no votes cast at all, is "deemed" to have accepted the Plan. *See In re Cypresswood Land Partners, 1*, 409 B.R. 396 (S.D. Tex. 2009)(Bohm, B.J.), *following In re Ruti-Sweetwater, Inc.*, 836 F.2d 1263 (10th Cir. 1988) and construing Code § 1126(b)(1) together with § 1129(b); *See also In re Trevarrow Lanes, Inc.*, 183 B.R. 475 (Bankr. E.D. Mich. 1995), *holding* that Code Sections 1129(a)(10) and 1129(b), read together, preclude the reading of § 1129(a)(8) as requiring votes in all classes. Otherwise, the creditors who do not care enough to bother to vote, can make confirmation impossible to achieve. *Cypresswood Land Partners*, 409 B.R. at 430. THEREFORE IF YOU DISAPPROVE OF THE PLAN, YOU SHOULD VOTE TO REJECT IT, OR YOUR SILENCE MAY BE COUNTED AS A "DEEMED"

ACCEPTANCE.****

C. Liquidation Analysis

To confirm the Plan, the Court must find that all creditors and equity interest holders who do not accept the Plan will receive at least as much under the Plan as such claim and equity interest holders would receive in a Chapter 7 liquidation. A liquidation analysis is attached to this Disclosure Statement as Exhibit "8."

D. Feasibility

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

1. Ability to Fund the Plan Initially

The Plan Proponent believes that the Debtor will have enough cash on hand on the Effective Date of the Plan to pay all the claims and expenses that are entitled to be paid on that date. A cash flow projection showing the amount of cash expected to be on hand on the Effective Date of the Plan, and the sources of that cash, is attached hereto as Exhibit "7."

2. Ability to Make Future Plan Payments And Operate Without Further Reorganization

The Plan Proponent must also show that it will have enough cash over the life of the Plan to make the required Plan payments.

The Plan Proponent has provided projected financial information. That projection is

**** Debtor does not mean to suggest that a sole accepting class can be a "deemed" class to satisfy § 1129(a)(10). And see *In re Adelpia Communications Corporation*, 368 B.R. 140 (Bankr. S.D. N.Y. 2007), holding that where a plan expressly and conspicuously informed creditors that non-voting classes would be presumed to have accepted the plan, "deemed acceptance" was appropriate.

Exhibit “7” to this Disclosure Statement.

The Plan Proponent’s financial projections show that the Debtor will have a positive annual average cash flow, after paying operating expenses and post-confirmation taxes, and Plan payments, over its five-year interval. The final Plan payment is expected to be paid on July 10, 2023.

For details *see* Exhibit “7” to this Disclosure Statement.

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

V. CLAIMS UNDER OBJECTION

The Debtor has objected to the Proof of Claim filed in these proceedings by HEE SUNG KIM a/k/a DONALD KIM for \$509,765.66. The effect of the claim objection is to disallow the claim. 11 U.S.C. § 502(a). A disallowed claim is not entitled to distribution until the claim is allowed. At such time as it is allowed for distribution, the claim is entitled to be “caught up” to whatever distribution it would have received up to that date in the Class to which it is assigned, and thereafter to receive the same distribution on a *pro rata* basis, that other allowed claims in the Class are receiving.

The claim of HEE SUNG KIM a/k/a DONALD KIM is subject to a Counterclaim by PREMIER PCS for \$1,000,000.00. The Counterclaim, and claims by HEE SUNG KIM a/k/a DONALD KIM against RICHARD AHN and *another dealership company for METRO PCS cell phones and subscriptions* called PRIMETALK, USA, are pending in the 193rd Judicial District Court for Dallas County, Texas, under docket No. DC-17-02266. PREMIER PCS also has a third-party claim in the Dallas court against a corporation wholly-owned by KIM called DOUBLEREE CELL, INC. That litigation is scheduled for docket call in October 2018. Before the suit is tried, PREMIER PCS expects that the claim which HEE SUNG KIM a/k/a DONALD KIM now has pending in the Bankruptcy Court, will be joined back into the Dallas

litigation, where it originally was pleaded and was pending when these Chapter 11 proceedings commenced.

Obviously, the counterclaim of PREMIER PCS is so large that it could turn out to be a complete setoff against the claim of KIM, and for that reason no distribution is to be made to HEE SUNG KIM a/k/a DONALD KIM until the Counterclaim is liquidated.

To the extent this estate realizes a recovery against HEE SUNG KIM a/k/a DONALD KIM and/or DOUBLETREE CELL, INC. in the state court litigation, that recovery is to be netted out against any amount which the state court finds to be due to HEE SUNG KIM a/k/a DONALD KIM. The state court should not find any damages for DOUBLETREE CELL, INC. against PREMIER PCS, because DOUBLETREE CELL, INC. never filed a proof of claim against PREMIER PCS before the bar date, April 11, 2018. The Bankruptcy Court has lifted the automatic stay so that HEE SUNG KIM a/k/a DONALD KIM can proceed with his claim in the state court. If KIM chooses not to do so, then the amounts awarded to PREMIER PCS upon its counterclaim, will count as a setoff against the HEE SUNG KIM a/k/a DONALD KIM claim in this case.

Alternatively, if it chooses to do so, PREMIER PCS may have the Bankruptcy Court decide the allowable amount of the HEE SUNG KIM a/k/a DONALD KIM proof of claim.

VI. EFFECT OF PLAN CONFIRMATION

A. DISCHARGE OF DEBTOR

Discharge. In the case of debtors who are natural persons, confirmation of the Plan does not discharge any debt treated in the Plan until the court grants a discharge on completion of all payments under the Plan. In cases of business entities, debts are generally discharged at confirmation, to the extent the Plan proposes not to pay them. A debtor will not be discharged from any debt excepted from discharge under § 523(a) of the Code; however, if the debt is one germane to Code § 523(d), the creditor must have brought and prevailed upon a timely complaint

to determine dischargeability under Rule 4007 of the Federal Rules of Bankruptcy Procedure, to establish the debt's non-dischargeability.

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 modified Plan. Once a Debtor who is a business entity has commenced making payments or transferring property under a Plan, it is too late to modify the Plan. In the case of a Debtor who is a natural person, upon request of the Debtor, the United States Trustee, or the holder of an allowed unsecured claim, the Plan may be modified at any time after confirmation of the Plan but before the completion of payments under the Plan, in order to increase or reduce the amount of payments under the Plan on claims of a particular class, or to extend or reduce the time period for such payments, or to alter the amount of distribution to a creditor whose claim is provided for by the Plan to the extent necessary to take account of any payment of the claim made other than under the Plan.


C. Final Decree

- (1) In individuals' cases. Once the estate has been fully administered in the case of an individual, as provided in Rule 3022 of the Federal Rules of Bankruptcy Procedure, the Plan Proponent, or such other party as the Court may designate in the Plan Confirmation Order, may file a motion with the Court to obtain a final decree to close the case. Alternatively, the Court may enter such a final decree on its own motion. Independently of any motion to close the case, the Debtor may file a motion to be granted a discharge after the final payments to general unsecured creditors have been made. A motion and order to close the case must make some provision for payment of United States Trustee's fees and any remaining Court costs.
- (2) In entities' cases. The case may be closed upon motion of the Debtor as soon after confirmation as there is nothing else left for the Court to adjudicate. A

motion and order to close the case must make some provision for payment of
United States Trustee's fees and any remaining Court costs.

Dated: 5-29-18

PREMIER PCS OF TX, LLC

By: 

RICHARD AHN

Its: Managing Member



E.P. BUD KIRK
Texas State Bar No. 11508650
Terrace Gardens
600 Sunland Park Drive
Bldg. Four, Suite 400
El Paso, TX 79912
(915) 584-3773
(915) 581-3452 facsimile
budkirk@aol.com

Attorney for the Debtor

CERTIFICATE OF SERVICE

I do hereby certify that on the 27th day of May, 2018, I did cause a copy of the foregoing PREMIER PCS OF TX, LLC's First Amended Disclosure Statement Dated May __, 2018 to be mailed by postage pre-paid U.S. Mail to U.S. Trustee, P.O. Box 1539, San Antonio, TX 78205-1539; to Premier PCS of TX, LLC, 9537 Dyer Street, Ste. B, El Paso, TX 79924; to Metro PCS Texas, LLC and MetroPCS California, LLC, c/o Stephen Stapleton, 901 Main Street, Ste. 3900, Dallas, TX 75202; to Viceroy Capital Funding, LLC, c/o Miranda & Maldonado, P.C., 5915 Silver Springs, Bldg. 7, El Paso, TX 79912; to City of El Paso, c/o Don Stecker, 711 Navarro Street, Ste. 300, San Antonio, TX 78205; to River Oaks Properties LTD, c/o Michael J. Shane, Gordon Davis Johnson & Shane P.C., P.O. Box 1322, El Paso, TX 79949-1322; to Ranchland Shopping Center, Ltd., c/o Clyde A. Pine, Jr., P.O. Drawer 1977, El Paso, TX 79950-1977; and to M&D Town Center, LLC and Robinson Brothers Investments, LLC, c/o Amanda H. Halstead, Mills Schmitz Halstead & Zaloudek, LLC, 600 17th Street, Suite 2800S, Denver, CO 8020.



E.P. BUD KIRK

EXHIBIT 1

§ 1129. Confirmation of plan

(a) The court shall confirm a plan only if all of the following requirements are met:

(1) The plan complies with the applicable provisions of this title.

(2) The proponent of the plan complies with the applicable provisions of this title.

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

(4) Any payment made or to be made by the proponent, by the debtor, or by a person issuing securities or acquiring property under the plan, for services or for costs and expenses in or in connection with the case, or in connection with the plan and incident to the case, has been approved by, or is subject to the approval of, the court as reasonable.

(5)(A)(i) The proponent of the plan has disclosed the identity and affiliations of any individual proposed to serve, after confirmation of the plan, as a director, officer, or voting trustee of the debtor, an affiliate of the debtor participating in a joint plan with the debtor, or a successor to the debtor under the plan; and

(ii) the appointment to, or continuance in, such office of such individual, is consistent with the interests of creditors and equity security holders and with public policy; and

(B) the proponent of the plan has disclosed the identity of any insider that will be employed or retained by the reorganized debtor, and the nature of any compensation for such insider.

(6) Any governmental regulatory commission with jurisdiction, after confirmation of the plan, over the rates of the debtor has approved any rate change provided for in the plan, or such rate change is expressly conditioned on such approval.

(7) With respect to each impaired class of claims or interests--

(A) each holder of a claim or interest of such class--

(i) has accepted the plan; or

(ii) will receive or retain under the plan on account of such claim or interest property of a value, as of the effective date of the plan, that is not less than the amount that such holder would so receive or retain if the debtor were liquidated under chapter 7 of this title on such date; or

(B) if section 1111(b)(2) of this title applies to the claims of such class, each holder of a claim of such class will receive or retain under the plan on account of such claim property of a value, as of the effective date of the plan, that is not less than the value of such holder's interest in the estate's interest in the property that secures such claims.

(8) With respect to each class of claims or interests--

(A) such class has accepted the plan; or

(B) such class is not impaired under the plan.

(9) Except to the extent that the holder of a particular claim has agreed to a different treatment of such claim, the plan provides that--

(A) with respect to a claim of a kind specified in section 507(a)(2) or 507(a)(3) of this title, on the effective date of the plan, the holder of such claim will receive on account of such claim cash equal to the allowed amount of such claim;

(B) with respect to a class of claims of a kind specified in section 507(a)(1), 507(a)(4), 507(a)(5), 507(a)(6), or 507(a)(7) of this title, each holder of a claim of such class will receive--

(i) if such class has accepted the plan, deferred cash payments of a value, as of the effective date of the plan, equal to the allowed amount of such claim; or

(ii) if such class has not accepted the plan, cash on the effective date of the plan equal to the allowed amount of such claim;

(C) with respect to a claim of a kind specified in section 507(a)(8) of this title, the holder of such claim will receive on account of such claim

regular installment payments in cash--

(i) of a total value, as of the effective date of the plan, equal to the allowed amount of such claim;

(ii) over a period ending not later than 5 years after the date of the order for relief under section 301, 302, or 303; and

(iii) in a manner not less favorable than the most favored nonpriority unsecured claim provided for by the plan (other than cash payments made to a class of creditors under section 1122(b)); and

(D) with respect to a secured claim which would otherwise meet the description of an unsecured claim of a governmental unit under section 507(a)(8), but for the secured status of that claim, the holder of that claim will receive on account of that claim, cash payments, in the same manner and over the same period, as prescribed in subparagraph (C).

(10) If a class of claims is impaired under the plan, at least one class of claims that is impaired under the plan has accepted the plan, determined without including any acceptance of the plan by any insider.

(11) Confirmation of the plan is not likely to be followed by the liquidation, or the need for further financial reorganization, of the debtor or any successor to the debtor under the plan, unless such liquidation or reorganization is proposed in the plan.

(12) All fees payable under section 1930 of title 28, as determined by the court at the hearing on confirmation of the plan, have been paid or the plan provides for the payment of all such fees on the effective date of the plan.

(13) The plan provides for the continuation after its effective date of payment of all retiree benefits, as that term is defined in section 1114 of this title, at the level established pursuant to subsection (e)(1)(B) or (g) of section 1114 of this title, at any time prior to confirmation of the plan, for the duration of the period the debtor has obligated itself to provide such benefits.

(14) If the debtor is required by a judicial or administrative order, or by statute, to pay a domestic support obligation, the debtor has paid all amounts payable under such order or such statute for such obligation that first become payable after the date of the filing of the petition.

(15) In a case in which the debtor is an individual and in which the holder of an allowed unsecured claim objects to the confirmation of the plan--

(A) the value, as of the effective date of the plan, of the property to be distributed under the plan on account of such claim is not less than the amount of such claim; or

(B) the value of the property to be distributed under the plan is not less than the projected disposable income of the debtor (as defined in section 1325(b)(2)) to be received during the 5-year period beginning on the date that the first payment is due under the plan, or during the period for which the plan provides payments, whichever is longer.

(16) All transfers of property under the plan shall be made in accordance with any applicable provisions of nonbankruptcy law that govern the transfer of property by a corporation or trust that is not a moneyed, business, or commercial corporation or trust.

(b)(1) Notwithstanding section 510(a) of this title, if all of the applicable requirements of subsection (a) of this section other than paragraph (8) are met with respect to a plan, the court, on request of the proponent of the plan, shall confirm the plan notwithstanding the requirements of such paragraph if the plan does not discriminate unfairly, and is fair and equitable, with respect to each class of claims or interests that is impaired under, and has not accepted, the plan.

(2) For the purpose of this subsection, the condition that a plan be fair and equitable with respect to a class includes the following requirements:

(A) With respect to a class of secured claims, the plan provides--

(i)(I) that the holders of such claims retain the liens securing such claims, whether the property subject to such liens is retained by the debtor or

transferred to another entity, to the extent of the allowed amount of such claims; and

(II) that each holder of a claim of such class receive on account of such claim deferred cash payments totaling at least the allowed amount of such claim, of a value, as of the effective date of the plan, of at least the value of such holder's interest in the estate's interest in such property;

(ii) for the sale, subject to section 363(k) of this title, of any property that is subject to the liens securing such claims, free and clear of such liens, with such liens to attach to the proceeds of such sale, and the treatment of such liens on proceeds under clause (i) or (iii) of this subparagraph; or

(iii) for the realization by such holders of the indubitable equivalent of such claims.

(B) With respect to a class of unsecured claims--

(i) the plan provides that each holder of a claim of such class receive or retain on account of such claim property of a value, as of the effective date of the plan, equal to the allowed amount of such claim; or

(ii) the holder of any claim or interest that is junior to the claims of such class will not receive or retain under the plan on account of such junior claim or interest any property, except that in a case in which the debtor is an individual, the debtor may retain property included in the estate under section 1115, subject to the requirements of subsection (a)(14) of this section.

(C) With respect to a class of interests--

(i) the plan provides that each holder of an interest of such class receive or retain on account of such interest property of a value, as of the effective date of the plan, equal to the greatest of the allowed amount of any fixed liquidation preference to which such holder is entitled, any fixed redemption price to which such holder is entitled, or the value of such interest; or

(ii) the holder of any interest that is junior to the interests of such class will not receive or retain under the plan on account of such junior interest any property.

(c) Notwithstanding subsections (a) and (b) of this section and except as provided in section 1127(b) of this title, the court may confirm only one plan, unless the order of confirmation in the case has been revoked under section 1144 of this title. If the requirements of subsections (a) and (b) of this section are met with respect to more than one plan, the court shall consider the preferences of creditors and equity security holders in determining which plan to confirm.

(d) Notwithstanding any other provision of this section, on request of a party in interest that is a governmental unit, the court may not confirm a plan if the principal purpose of the plan is the avoidance of taxes or the avoidance of the application of section 5 of the Securities Act of 1933. In any hearing under this subsection, the governmental unit has the burden of proof on the issue of avoidance.

(e) In a small business case, the court shall confirm a plan that complies with the applicable provisions of this title and that is filed in accordance with section 1121(e) not later than 45 days after the plan is filed unless the time for confirmation is extended in accordance with section 1121(e)(3).

EXHIBIT 2

EXHBIT "2"

Richard Ahn Curriculum Vitae

Name: Richard Y. Ahn Date of Birth: September 1, 1957
Home Address: 1213 Wind Ridge Drive El Paso, TX 79912

Personal: Immigrated from Seoul, Korea on October 12, 1980

Education: Korean Aviation College (completed two years) in Seoul Korea

Employment:

2013-Present: President/Owner PremierPCS of TX, LLC (MetroPCS Dealer) El Paso & ABQ Region 9537 Dyer Street Suite B El Paso TX 79924 / 915-231-6190 / fax: 915-219-8159

1997-1998: Convenience Store manager (Kansas City, Mo)

1982-1996: Insurance and Real Estate agent (Atlanta, GA)

Health: Average or Good

I, Richard Ahn, was a first dealer for metroPCS in Atlanta GA since 2002 and made expansions of metroPCS business in a number of cities in US.

I came to El Paso, TX in order to open metroPCS stores on 10-1-2013 and now I am operating 43 stores with 250 employees in El Paso, TX and Albuquerque, NM and Lubbock, TX markets.

I was recognized as dealer of the year by metroPCS for the last three years.

EXHIBIT 3

Merchant Cash Advance Creditor List			
Name	Address	Contact	Phone
HOP	21500 Biscayne Blvd #600 Aventura FL 33180	Joe Isaacov	212-233-2606
Viceroy	40 Wall Street 28th Floor New York NY 10005	Mary Clark	347-282-5959
GTR Source LLC	40 Wall Street 28th Floor New York NY 10005	Steve Reich	646-531-4440
FOX Capital Group, Inc.	65 Broadway Ste 804 New York NY 10005	Chris Jones	212-931-0707
Yellowstone	1 Evertrust Plaza 14th Floor Jersey City NJ 07302	Steve Davis	347-269-3449

EXHIBIT 4

UNITED STATES BANKRUPTCY COURT

MOR-1

CASE NAME: PREMIER PCS OF TX LLC
 CASE NUMBER: 17-32021-hcm
 PROPOSED PLAN DATE:

PETITION DATE: 12-6-2017
 DISTRICT OF TEXAS: WTX
 DIVISION:

MONTHLY OPERATING REPORT SUMMARY FOR MONTH January, February, March YEAR 2018

MONTH	January	February	March	April		Total
REVENUES (MOR-6)	\$ 1,600,765.63	\$ 1,982,641.25	\$ 1,981,847.00	\$ 1,460,025.92		
INCOME BEFORE INT; DEPREC./TAX (MOR-6)	\$ -492,239.94	\$ 78,055.40	\$ 67,152.79	\$ -74,929.23		
NET INCOME (LOSS) (MOR-6)	\$ -492,239.94	\$ 78,055.40	\$ 67,152.79	\$ -74,929.23		
PAYMENTS TO INSIDER (MOR-9)	\$ 14,031.31	\$ 13,537.29	\$ 13,663.29	\$ 13,663.29		
PAYMENTS TO PROFESSIONALS (MOR-9)	\$ -	\$ 26,904.50	\$ -			
TOTAL DISBURSEMENTS (MOR-7)	\$ 2,106,504.67	\$ 1,904,585.85	\$ 1,914,694.21	\$ 1,534,955.59		\$ 7,460,740.32

*** The original of this document must be files with the United States Bankruptcy Court abd a copy must be sent to the United States Trustee***


REQUIRED INSURANCE MAINTAINED		
AS OF SIGNATURE DATE	EXP. DATE	
CASUALTY YES	7-1-2018	
LIABILITY YES	7-1-2018	
VEHICLE NO		
WORKER'S YES	11-15-2018	
OTHER NO		

CIRCLE ONE

ATTORNEY NAME: E.P. Bud Kirk
 FIRM NAME:
 ADDRESS: 600 Sunland Park Dr BLDG 4 SUITE 400
 CITY, STATE, ZIP: El Paso TX 79912
 TELEPHONE/FAX:915-584-3773/ 915-581-3452

Are all accounts receivable being collected within terms? YES
 Are all post-petition liabilities, including taxes, being paid within terms? YES
 Have any pre-petition liabilities been paid? YES
 If so, describe: MetroPCS Phone Purchase Payout
 Are all funds received being deposited into DIP bank accounts? YES
 Were any assets disposed of outside the normal course of business? NO
 If so, describe:
 Are all U.S. Trustee Quarterly Fee Payments current? YES
 What is the status of your Plan of Reorganization?

I certify under penalty of perjury that the following complete Monthly Operating Report (MOR), consisting of MOR-1 through MOR-9 plus attachments, is true and correct.

SIGNED:  TITLE: Managing Member
 PRINT NAME: Richard Ahn DATE: 5-7-2018

MOR-1

Revised 07/01/98

CASE NAME: PREMIER PCS OF TX LLC
CASE NUMBER: 17-32021-hcm

COMPARATIVE BALANCE SHEETS

ASSETS	FILING DATE*	MONTH	MONTH	MONTH	MONTH	MONTH	MONTH
	12-6-2017	January 2018	February 2018	March 2018	April 2018		
CURRENT ASSETS							
Cash		\$ 4,878.47	\$ 82,933.87	\$ 150,086.66	\$ 75,156.99		
Accounts Receivable, Net		\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00		
InventoryL Lower of Cost or Market		\$ 861,000.00	\$ 676,399.00	\$ 800,000.00	\$ 800,000.00		
Prepaid Expenses							
Investments							
Other							
TOTAL CURRENT ASSETS		\$ 885,878.47	\$ 779,332.87	\$ 970,086.66	\$ 895,156.99		
PROPERTY, PLANT & EQUIP. @ COST		\$ 774,765.47	\$ 774,765.47	\$ 774,765.47	\$ 774,765.47		
Less Accumulated Depreciation		\$ 116,129.00	\$ 116,129.00	\$ 116,129.00	\$ 116,129.00		
NET BOOK VALUE OF PP&E		\$ 658,636.47	\$ 658,636.47	\$ 658,636.47	\$ 658,636.47		
OTHER ASSETS							
1. Tax Deposits							
2. Investments in Subsidiaries							
3. Electric Deposit							
4. Lease Security Deposit		\$ 73,334.91	\$ 73,334.91	\$ 73,334.91	\$ 73,334.91		
TOTAL ASSETS		\$ 1,617,849.85	\$ 1,511,304.25	\$ 1,702,058.04	\$ 1,627,128.37		

* Per Schedules and Statement of Affairs

MOR-2

Revised 07/01/98

CASE NAME: PREMIER PCS OF TX LLC
CASE NUMBER: 17-32021-hcm

COMPARATIVE BALANCE SHEETS

LIABILITIES & OWNER'S EQUITY	FILING DATE* 12-6-2017	MONTH January 2018	MONTH February 2018	MONTH March 2018	MONTH	MONTH	MONTH
LIABILITIES							
POST-PETITION LIABILITIES (MOR-4)		\$ 500,000.00	\$ 475,000.00	\$ 475,000.00	\$ 300,000.00		
PRE-PETITION LIABILITIES							
Note Payble - Secured							
Priority Debt							
Federal Income Tax							
FICA/Withholding							
Unsecured Debt							
Other							
TOTAL PRE-PETITION LIABILITIES	\$ 5,917,962.00	\$ 4,917,962.00	\$ 4,917,962.00	\$ 4,917,962.00	\$ 4,917,962.00		
TOTAL LIABILITIES	\$ 5,917,962.00	\$ 5,417,962.00	\$ 5,392,962.00	\$ 5,392,962.00	\$ 5,217,962.00		
OWNER'S EQUITY (DEFICIT)							
PREFERRED STOCK		\$ -					
COMMON STOCK		\$ -					
ADDITIONAL PAID-IN CAPITAL		\$ -					
RETAINED EARNINGS: Filing Date		\$ -					
RETAINED EARNINGS: Post Filing Date		\$ -					
TOTAL OWNER'S EQUITY (NET WORTH)		\$ 1,617,849.85	\$ 1,511,304.25	\$ 1,702,058.04	\$ 1,627,128.37		
TOTAL LIABILITIES & OWNERS EQUITY		\$ 7,035,811.85	\$ 6,904,266.25	\$ 7,095,020.04	\$ 6,845,090.37		

* Per Schedules and Statement of Affairs

MOR-3

Revised 07/01/98

CASE NAME: PREMIER PCS OF TX LLC
CASE NUMBER: 17-32021-hcm

SCHEDULE OF POST-PETITION LIABILITIES

	MONTH	MONTH	MONTH	MONTH	MONTH	MONTH
	January 2018	February 2018	March 2018	April 2018		
TRADE ACCOUNT PAYABLE	\$ 500,000.00	\$ 475,000.00	\$ 475,000.00	\$ 300,000.00		
TAX PAYABLE	\$ -					
Federal Payroll Taxes	\$ -					
State Payroll Taxes	\$ -					
Ad Valorem Taxes	\$ -					
Other Taxes	\$ -					
TOTAL TAXES PAYABLE	\$ -					
SECURED DEBT POST-PETITION	\$ -					
ACCRUED INTEREST PAYABLE	\$ -					
ACCURED PROFESSIONAL FEES*	\$ -					
OTHER ACCURED LIABILITIES	\$ -					
1	\$ -					
2	\$ -					
3	\$ -					
TOTAL POST-PETITION LIABILITIES (MOR-3)	\$ 500,000.00	\$ 475,000.00	\$ 475,000.00	\$ 300,000.00		

*Payment requires Court Approval

MOR-4

Revised 07/01/98

CASE NAME: PREMIER PCS OF TX LLC
CASE NUMBER: 17-32021-hcm

AGING OF POST-PETITION LIABILITIES
MONTH January 2018

DAYS	TOTAL	TRADE ACCOUNTS	FEDERAL TAXES	STATE TAXES	AD VALOREM, OTHER TAXES	OTHER
0-30	\$ 500,000.00					
31-60						
61-90						
91+						
TOTAL	\$ 500,000.00					

AGING OF ACCOUNTS RECEIVABLE

MONTH	TOTAL	TRADE ACCOUNTS	FEDERAL TAXES	STATE TAXES	AD VALOREM, OTHER TAXES	OTHER
0-30 Days	\$ 20,000.00					
31-60 Days						
61-90 Days						
91+ Days						
TOTAL	\$ 20,000.00					

MOR-5

Revised 07/01/98

CASE NAME: PREMIER PCS OF TX LLC
CASE NUMBER: 17-32021-hcm

AGING OF POST-PETITION LIABILITIES
MONTH February 2018

DAYS	TOTAL	TRADE ACCOUNTS	FEDERAL TAXES	STATE TAXES	AD VALOREM, OTHER TAXES	OTHER
0-30	\$ 475,000.00					
31-60						
61-90						
91+						
TOTAL	\$ 475,000.00					

AGING OF ACCOUNTS RECEIVABLE

MONTH	TOTAL	TRADE ACCOUNTS	FEDERAL TAXES	STATE TAXES	AD VALOREM, OTHER TAXES	OTHER
0-30 Days	\$ 20,000.00					
31-60 Days						
61-90 Days						
91+ Days						
TOTAL	\$ 20,000.00					

MOR-5

Revised 07/01/98

CASE NAME: PREMIER PCS OF TX LLC
CASE NUMBER: 17-32021-hcm

AGING OF POST-PETITION LIABILITIES
MONTH March 2018

DAYS	TOTAL	TRADE ACCOUNTS	FEDERAL TAXES	STATE TAXES	AD VALOREM, OTHER TAXES	OTHER
0-30	\$ 475,000.00					
31-60						
61-90						
91+						
TOTAL	\$ 475,000.00					

AGING OF ACCOUNTS RECEIVABLE

MONTH	TOTAL	TRADE ACCOUNTS	FEDERAL TAXES	STATE TAXES	AD VALOREM, OTHER TAXES	OTHER
0-30 Days	\$ 20,000.00					
31-60 Days						
61-90 Days						
91+ Days						
TOTAL	\$ 20,000.00					

MOR-5

Revised 07/01/98

CASE NAME: PREMIER PCS OF TX LLC
CASE NUMBER: 17-32021-hcm

AGING OF POST-PETITION LIABILITIES

DAYS	TOTAL	TRADE ACCOUNTS	FEDERAL TAXES	STATE TAXES	AD VALOREM, OTHER TAXES	OTHER
0-30	\$ 300,000.00					
31-60						
61-90						
91+						
TOTAL	\$ 300,000.00					

AGING OF ACCOUNTS RECEIVABLE

MONTH	TOTAL	TRADE ACCOUNTS	FEDERAL TAXES	STATE TAXES	AD VALOREM, OTHER TAXES	OTHER
0-30 Days	\$ 20,000.00					
31-60 Days						
61-90 Days						
91+ Days						
TOTAL	\$ 20,000.00					

MOR-5

Revised 07/01/98

CASE NAME: PREMIER PCS OF TX LLC

CASE NUMBER: 17-32021-hcm

STATEMENT OF INCOME (LOSS)

	MONTH January 2018	MONTH February 2018	MONTH March 2018	MONTH April 2018	MONTH	MONTH	FILING TO DATE
REVENUES (MOR-1)	\$ 1,600,765.63	\$ 1,982,641.25	\$ 1,981,847.00	\$ 1,460,025.92			
TOTAL COST OF REVENUES	\$ 1,494,367.73	\$ 1,308,970.12	\$ 1,360,006.18	\$ 916,062.36			
GROSS PROFIT	\$ 106,397.90	\$ 673,671.13	\$ 621,840.82	\$ 543,963.56			
OPERATING EXPENSES:							
Selling & Marketing	\$ 11,510.16	\$ 11,492.09	\$ 18,605.46	\$ 29,456.41			
General & Administrative	\$ 573,095.47	\$ 543,681.92	\$ 487,419.28	\$ 547,773.53			
Insiders Compensation	\$ 14,031.31	\$ 13,537.29	\$ 13,663.29	\$ 13,663.29			
Professional Fees	\$ -	\$ 26,904.50	\$ -	\$ -			
Other	\$ 7,000.00	\$ 28,000.00	\$ 35,000.00	\$ 28,000.00			
Other	\$ -	\$ -	\$ -				
TOTAL OPERATING EXPENSES	\$ 598,636.94	\$ 595,615.73	\$ 554,688.03	\$ 618,893.23			
INCOME BEFORE INT, DEPR/TAX (MOR-1)	\$ -492,239.04	\$ 78,055.40	\$ 67,152.79	\$ -74,929.67			
INTEREST EXPENSE	\$ -	\$ -	\$ -	\$ -			
DEPRECIATION	\$ -	\$ -	\$ -	\$ -			
OTHER (INCOME) EXPENSE*	\$ -	\$ -	\$ -	\$ -			
OTHER ITEMS**	\$ -	\$ -	\$ -	\$ -			
TOTAL INT, DEPR & OTHER ITEMS	\$ -	\$ -	\$ -	\$ -			
NET INCOME BEFORE TAXES	\$ -492,239.04	\$ 78,055.40	\$ 67,152.79	\$ -74,929.67			
FEDERAL INCOME TAXES							
NET INCOME (LOSS) (MOR-1)	\$ -492,239.04	\$ 78,055.40	\$ 67,152.79	\$ -74,929.67			

Accrual Accounting Required, Otherwise Footnote with Explanation.

* Footnote Mandatory

** Unusual and/or infrequent item(s) outside the ordinary course of business requires footnote

MOR-6

Revised 07/01/98

CASE NAME: PREMIER PCS OF TX LLC

CASE NUMBER: 17-32021-hcm

CASH RECEIPTS AND DISBURSEMENTS	MONTH January 2018	MONTH February 2018	MONTH March 2018	MONTH April 2018	MONTH	MONTH	FILING TO DATE
1. CASH-BEGINNING OF MONTH	\$ 497,117.51	\$ 4,878.47	\$ 82,933.87	\$ 150,086.66			
RECEIPTS:							
2. CASH SALES	\$ 1,550,765.63	\$ 1,472,641.25	\$ 1,981,847.00	\$ 1,460,025.92			
3. COLLECTION OF ACCOUNTS RECEIVABLE	\$ -	\$ -	\$ -	\$ -			
4. LOANS & ADVANCES (attach list)	\$ -	\$ -	\$ -	\$ -			
5. SALES OF ASSETS	\$ 50,000.00	\$ 510,000.00	\$ -	\$ -			
6. OTHER (attach list)	\$ -	\$ -	\$ -	\$ -			
TOTAL RECEIPTS**	\$ 1,600,765.63	\$ 1,982,641.25	\$ 1,981,847.00	\$ 1,460,025.92			
(Withdrawal) Contribution by Individual Debtor MFR-2*							
DISBURSEMENTS:							
7. NET PAYROLL	\$ 318,583.10	\$ 296,426.60	\$ 282,077.59	\$ 272,069.81			
8. PAYROLL TAXES PAID	\$ 99,898.06	\$ 77,280.24	\$ 71,933.97	\$ 100,320.79			
9. SALES, USE & OTHER TAXES PAID	\$ 23,993.59	\$ 11,461.24	\$ 24,869.99	\$ 16,384.24			
10. SECURED/RENTAL/LEASES	\$ 99,311.09	\$ 84,275.48	\$ 79,383.20	\$ 72,307.99			
11. UTILITIES & TELEPHONE	\$ 32,574.27	\$ 24,977.53	\$ 27,865.93	\$ 25,231.12			
12. INSURANCE	\$ 5,446.16	\$ 34,077.16	\$ 9,184.01	\$ 3,393.65			
13. INVENTORY PURCHASES	\$ 1,494,367.73	\$ 908,970.12	\$ 1,360,006.18	\$ 916,062.36			
14. VEHICLE EXPENSES	\$ -	\$ -	\$ -	\$ 962.34			
15. TRAVEL & ENTERTAINMENT	\$ 2,061.43	\$ 720.89	\$ 847.88	\$ 203.44			
16. REPAIRS, MAINTENANCE & SUPPLIES	\$ 5,259.08	\$ -	\$ 4,920.00	\$ 11,305.44			
17. ADMINISTRATIVE & SELLING	\$ 11,510.16	\$ 11,492.09	\$ 18,605.46	\$ 29,456.41			
18. OTHER (attach list)	\$ -	\$ 400,000.00	\$ -				
TOTAL DISBURSEMENTS FROM OPERATIONS	\$ 2,093,004.67	\$ 1,849,681.35	\$ 1,879,694.21	\$ 1,447,697.59			
19. PROFESSIONAL FEES	\$ -	\$ 26,904.50	\$ -	\$ -			
20. U.S. TRUSTEE FEES	\$ 6,500.00	\$ -	\$ -	\$ 59,258.00			
21. OTHER REORGANIZATION EXPENSES (attach list)	\$ 7,000.00	\$ 28,000.00	\$ 35,000.00	\$ 28,000.00			
TOTAL DISBURSEMENTS**	\$ 2,106,504.67	\$ 1,904,585.85	\$ 1,914,694.21	\$ 1,534,955.59			
22. NET CASH FLOW	\$ -492,239.04	\$ 78,055.40	\$ 67,152.79	\$ -74,929.67			
23. CASH-END OF MONTH (MOR-2)	\$ 4,878.47	\$ 82,933.87	\$ 150,086.66	\$ 75,156.99			

* Applies to individual debtors only

** Numbers for the current month should balance (match)

RECEIPTS and CHECKS/OTHER DISBURSEMENTS lines on MOR-8

MOR-7

Revised 07/01/98

18. OTHER: Additional Payment to metroPCS for Handset Purchase Account (\$400,000.00)

21. OTHER: CBSG: \$4,000.00 / Viceroy: \$3,000 = \$7,000.00 started on 1-26-2017 (Friday) and follows every Friday. Appropriate Payment Protection

CASE NAME: PREMIER PCS OF TX LLC
CASE NUMBER: 17-32021-hcm

CASH ACCOUNT RECONCILIATION
MONTH OF January 2018

BANK NAME	Wells Fargo	Wells Fargo	Wells Fargo	Wells Fargo				
ACCOUNT NUMBER	7878	7886	6774	7860				
ACCOUNT TYPE	OPERATING General	PAYROLL	Merchant Service	Qpay				TOTAL
BANK BALANCE	\$ 69,494.31	\$ 10,014.06	\$ 178,343.37	\$ 239,265.77				\$ 497,117.51
DEPOSITS IN TRANSIT	\$ 1,324,038.95	\$ 382,334.09	\$ 1,412,639.67	\$ 1,434,919.15				\$ 4,553,931.86
OUTSTANDING CHECKS	\$ 1,389,661.18	\$ 391,590.81	\$ 1,590,835.92	\$ 1,674,082.99				\$ 5,046,170.90
ADJUSTED BANK BALANCE	\$ 3,872.08	\$ 757.34	\$ 147.12	\$ 101.93				\$ 4,878.47
BEGINNING CASH-PER BOOKS	\$ 69,494.31	\$ 10,014.06	\$ 178,343.37	\$ 239,265.77				\$ 497,117.51
RECEIPTS*	\$ 84,906.81	\$ -	\$ 583,839.67	\$ 932,019.15				\$ 1,600,765.63
TRANSFERS BETWEEN ACCOUNTS	\$ 995,606.59	\$ 458,634.09	\$ 935,300.00	\$ 950,900.00				\$ 3,340,440.68
(WITHDRAWAL) OR CONTRIBUTION BY INDIVIDUAL DEBTOR MFR-2	\$ -	\$ -	\$ -	\$ -				\$ -
CHECKS/OTHER DISBURSEMENTS*	\$ 320,328.93	\$ 315,290.81	\$ 1,470,884.93	\$ -				\$ 2,106,504.67
ENDING CASH-PER BOOKS	\$ 3,872.08	\$ 757.34	\$ 147.12	\$ 101.93				\$ 4,878.47

MOR-8

*Numbers should balance (match) TOTAL RECEIPTS and
TOTAL DISBURSEMENTS lines an MOR-7

Revised 07/01/98

CASE NAME: PREMIER PCS OF TX LLC
CASE NUMBER: 17-32021-hcm

CASH ACCOUNT RECONCILIATION
MONTH OF February 2018

BANK NAME	Wells Fargo	Wells Fargo	Wells Fargo	Wells Fargo				
ACCOUNT NUMBER	7878	7886	6774	77860				
ACCOUNT TYPE	OPERATING General	PAYROLL	Merchant Service	Qpay				TOTAL
BANK BALANCE	\$ 3,872.08	\$ 757.34	\$ 147.12	\$ 101.93				\$ 4,878.47
DEPOSITS IN TRANSIT	\$ 1,705,414.08	\$ 352,000.00	\$ 1,372,174.26	\$ 1,364,025.56				\$ 4,793,613.90
OUTSTANDING CHECKS	\$ 1,637,649.70	\$ 350,970.16	\$ 1,364,717.56	\$ 1,362,221.08				\$ 4,715,558.50
ADJUSTED BANK BALANCE	\$ 71,636.46	\$ 1,787.18	\$ 7,603.82	\$ 1,906.41				\$ 82,933.87
BEGINNING CASH-PER BOOKS	\$ 3,872.08	\$ 757.34	\$ 147.12	\$ 101.93				\$ 4,878.47
RECEIPTS*	\$ 553,477.49	\$ -	\$ 540,174.26	\$ 888,989.50				\$ 1,982,641.25
TRANSFERS BETWEEN ACCOUNTS	\$ 1,323,586.14	\$ 409,000.00	\$ 891,000.00	\$ 790,000.00				\$ 3,413,586.14
(WITHDRAWAL) OR CONTRIBUTION BY INDIVIDUAL DEBTOR MFR-2	\$ -	\$ -	\$ -	\$ -				\$ -
CHECKS/OTHER DISBURSEMENTS*	\$ 316,645.50	\$ 293,970.16	\$ 1,293,970.19	\$ -				\$ 1,904,585.85
ENDING CASH-PER BOOKS	\$ 71,636.46	\$ 1,787.18	\$ 7,603.82	\$ 1,906.41				\$ 82,933.87

MOR-8

*Numbers should balance (match) TOTAL RECEIPTS and
TOTAL DISBURSEMENTS lines an MOR-7

Revised 07/01/98

CASE NAME: PREMIER PCS OF TX LLC
 CASE NUMBER: 17-32021-hcm

CASH ACCOUNT RECONCILIATION
MONTH OF March 2018

BANK NAME	Wells Fargo	Wells Fargo	Wells Fargo	Wells Fargo				
ACCOUNT NUMBER	██████████7878	██████████7886	██████████6774	██████████7860				
ACCOUNT TYPE	OPERATING General	PAYROLL	Merchant Service	Qpay				TOTAL
BANK BALANCE	\$ 71,636.46	\$ 1,787.18	\$ 7,603.82	\$ 1,906.41				\$ 82,933.87
DEPOSITS IN TRANSIT	\$ 1,046,812.30	\$ 398,000.00	\$ 1,372,174.26	\$ 1,602,772.90				\$ 4,419,759.46
OUTSTANDING CHECKS	\$ 1,089,529.31	\$ 326,007.59	\$ 1,364,717.56	\$ 1,568,177.44				\$ 4,348,431.90
ADJUSTED BANK BALANCE	\$ 28,919.45	\$ 73,709.59	\$ 10,955.75	\$ 36,501.87				\$ 150,086.66
BEGINNING CASH-PER BOOKS	\$ 71,636.46	\$ 1,787.18	\$ 7,603.82	\$ 1,906.41				\$ 82,933.87
RECEIPTS*	\$ 249,130.50	\$ -	\$ 513,692.04	\$ 1,219,024.46				\$ 1,981,847.00
TRANSFERS BETWEEN ACCOUNTS	\$ 797,681.80	\$ 442,000.00	\$ 947,500.00	\$ 672,000.00				\$ 2,859,181.80
(WITHDRAWAL) OR CONTRIBUTION BY	\$ -	\$ -	\$ -	\$ -				\$ -
CHECKS/OTHER DISBURSEMENTS*	\$ 291,846.51	\$ 282,007.59	\$ 1,340,840.11	\$ -				\$ 1,914,694.21
ENDING CASH-PER BOOKS	\$ 28,919.45	\$ 73,709.59	\$ 10,955.75	\$ 36,501.87				\$ 150,086.66

MOR-8

*Numbers should balance (match) TOTAL RECEIPTS and
 TOTAL DISBURSEMENTS lines an MOR-7

Revised 07/01/98

CASE NAME: PREMIER PCS OF TX LLC

CASE NUMBER: 17-32021-hcm

CASH ACCOUNT RECONCILIATION
MONTH OF April 2018

BANK NAME	Wells Fargo	Wells Fargo	Wells Fargo	Wells Fargo				
ACCOUNT NUMBER	██████7878	██████7886	██████6774	██████7860				
ACCOUNT TYPE	OPERATING General	PAYROLL	Merchant Service	Qpay				TOTAL
BANK BALANCE	\$ 28,919.45	\$ 73,709.59	\$ 10,955.75	\$ 36,501.87				\$ 150,086.66
DEPOSITS IN TRANSIT	\$ 1,087,917.68	\$ 223,200.00	\$ 984,570.38	\$ 1,033,309.40				\$ 3,328,997.46
OUTSTANDING CHECKS	\$ 1,068,774.89	\$ 277,069.81	\$ 989,420.77	\$ 1,068,661.66				\$ 3,403,927.13
ADJUSTED BANK BALANCE	\$ 48,062.24	\$ 19,839.78	\$ 6,105.36	\$ 1,149.61				\$ 75,156.99
BEGINNING CASH-PER BOOKS	\$ 28,919.45	\$ 73,709.59	\$ 10,955.75	\$ 36,501.87				\$ 150,086.66
RECEIPTS*	\$ 199,746.14	\$ -	\$ 403,270.38	\$ 857,009.40				\$ 1,460,025.92
TRANSFERS BETWEEN ACCOUNTS	\$ 734,998.38	\$ 228,200.00	\$ 666,100.00	\$ 371,300.00				\$ 2,000,598.38
(WITHDRAWAL) OR CONTRIBUTION BY	\$ -	\$ -	\$ -	\$ -				\$ -
CHECKS/OTHER DISBURSEMENTS*	\$ 358,265.01	\$ 272,069.81	\$ 904,620.77	\$ -				\$ 1,534,955.59
ENDING CASH-PER BOOKS	\$ 48,062.24	\$ 19,839.78	\$ 6,105.36	\$ 1,149.61				\$ 75,156.99

MOR-8

*Numbers should balance (match) TOTAL RECEIPTS and
 TOTAL DISBURSEMENTS lines an MOR-7

Revised 07/01/98

CASE NAME: PREMIER PCS OF TX LLC

CASE NUMBER: 17-32021-hcm

PAYMENTS TO INSIDERS AND PROFESSIONALS

Of the total disbursements shown for the month, list the amount paid to insiders (as defined in Section 101(31)(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 January 2018	MONTH February 2018	MONTH March 2018	MONTH	MONTH	MONTH
1 Richard Ahn	\$ 14,031.31	\$ 13,537.29	\$ 13,663.29	\$ 13,663.29		
2						
3						
4						
5						
6						
TOTAL INSIDERS (MOR-1)	\$ 14,031.31	\$ 13,537.29	\$ 13,663.29	\$ 13,663.29		

PROFESSIONALS	MONTH January 2018	MONTH February 2018	MONTH March 2018	MONTH	MONTH	MONTH
1 E.P. Bud Kirk		\$ 26,904.50	\$ -	\$ -		
2						
3						
4						
5						
6						
TOTAL PROFESSIONALS (MOR-1)	\$ -	\$ 26,904.50	\$ -	\$ -		

MOR-9

Revised 07/01/98

EXHIBIT 5

EXHIBIT "5"

PAYMENTS OF MORE THAN \$6,425 MADE WITHIN 90 DAYS OF BANKRUPTCY

(Payment Report from 9-5-2017 to 12-6-2017 for Merchant Cash Advance Creditors)		
FOX	\$ 8,997.00	
FOX	\$ 100,306.25	
Yellowstone	\$ 40,852.00	
Yellowstone	\$ 212,800.00	
CBSG	\$ 42,000.00	
CBSG	\$ 202,200.00	
CBSG	\$ 845,583.00	
CBSG	\$ 119,000.00	
CBSG	\$ 123,250.00	
CBSG	\$ 95,860.96	
BFS	\$ 164,970.00	
GTR	\$ 129,974.00	
Viceroy	\$ 134,973.00	
Viceroy	\$ 181,467.00	
HOP	\$ 352,000.00	
Vernon	\$ 60,225.00	
Vernon	\$ 363,275.00	
Nexgen	\$ 73,028.02	
Queen	\$ 138,240.00	
Queen	\$ 112,840.00	
Total	\$ 3,501,841.23	

EXHIBIT 6

Fill in the following information to identify this case:

Debtor name **Premier PCS of TX, LLC**

United States Bankruptcy Court for the: **WESTERN DISTRICT OF TEXAS**

Case number (if known) **17-32021**

☐ Check if this is an amended filing

Official Form 206Sum Summary of Assets and Liabilities for Non-Individuals

12/15

Summary of Assets

1. Schedule A/B: Assets-Real and Personal Property (Official Form 206A/B)

1a. Real property:
Copy line 88 from Schedule A/B..... \$ 0.00

1b. Total personal property:
Copy line 91A from Schedule A/B..... \$ 3,613,000.00

1c. Total of all property:
Copy line 92 from Schedule A/B..... \$ 3,613,000.00

Summary of Liabilities

2. Schedule D: Creditors Who Have Claims Secured by Property (Official Form 206D)
Copy the total dollar amount listed in Column A, Amount of claim, from line 3 of Schedule D..... \$ 3,815,200.00

3. Schedule E/F: Creditors Who Have Unsecured Claims (Official Form 206E/F)

3a. Total claim amounts of priority unsecured claims:
Copy the total claims from Part 1 from line 5a of Schedule E/F..... \$ 0.00

3b. Total amount of claims of nonpriority amount of unsecured claims:
Copy the total of the amount of claims from Part 2 from line 5b of Schedule E/F..... +\$ 1,328,577.55

4. Total liabilities \$ 5,143,777.55
Lines 2 + 3a + 3b

Get the information to identify the case

Debtor name Premier PCS of TX, LLC

United States Bankruptcy Court for the: WESTERN DISTRICT OF TEXAS

Case number (if known) 17-32021

☐ Check if this is an amended filing

Official Form 206A/B

Schedule A/B: Assets - Real and Personal Property

1215

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

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

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

Cash and cash equivalents

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

☐ No. Go to Part 2.

☒ Yes Fill in the information below.

All cash or cash equivalents owned or controlled by the debtor

Current value of debtor's interest

3.	Checking, savings, money market, or financial brokerage accounts (Identify all)	Type of account	Last 4 digits of account number	
	Name of institution (bank or brokerage firm)			
3.1.	Wells Fargo		1429	\$187,000.00
3.2.	JPMorgan Chase Bank, N.A.	checking	1820	\$1,000.00
3.3.	BBVA Compass Bank	checking		\$1,000.00
3.4.	Prosperity Bank USA	checking		\$4,000.00

4. Other cash equivalents (Identify all)

5. Total of Part 1.

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

\$193,000.00

Deposits and Prepayments

6. Does the debtor have any deposits or prepayments?

☒ No. Go to Part 3.

☐ Yes Fill in the information below.

Debtor Premier PCS of TX, LLC
Name

Case number (if known) 17-32021

Accounts receivable

10. Does the debtor have any accounts receivable?

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

11. Accounts receivable

11a. 90 days old or less: Counter claim in Dallas suit

1,000,000.00	-	0.00	=	\$1,000,000.00
face amount		doubtful or uncollectible accounts		

11a. 90 days old or less: from MetroPCS

1,000,000.00/mo.	-	0.00	=	\$1,000,000.00/mo.
face amount		doubtful or uncollectible accounts		

11a. 90 days old or less: from sub-dealers

20,000.00/mo.	-	0.00	=	\$20,000.00/mo.
face amount		doubtful or uncollectible accounts		

12. Total of Part 3.

\$2,020,000.00

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

Investments

13. Does the debtor own any investments?

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

Inventory, excluding agriculture assets

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

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

	General description	Date of the last physical inventory	Net book value of debtor's interest (Where available)	Valuation method used for current value	Current value of debtor's interest
19.	Raw materials				
20.	Work in progress				
21.	Finished goods, including goods held for resale				
22.	Other inventory or supplies				
	Inventory	12/8/2017	\$1,200,000.00	cost value	\$1,200,000.00

23. Total of Part 5.

\$1,200,000.00

Add lines 19 through 22. Copy the total to line 84.

24. Is any of the property listed in Part 5 perishable?

- ☒ No
☐ Yes

Debtor Premier PCS of TX, LLC Case number (if known) 17-32021
Name

25. Has any of the property listed in Part 6 been purchased within 20 days before the bankruptcy was filed?

☐ No
☒ Yes. Book value 1,000,000 Valuation method cost value Current Value 0

26. Has any of the property listed in Part 6 been appraised by a professional within the last year?

☒ No
☐ Yes

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

27. Does the debtor own or lease any farming and fishing-related assets (other than titled motor vehicles and land)?

☒ No. Go to Part 7.
☐ Yes Fill in the information below.

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

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

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

	General description	Net book value of debtor's interest (Where available)	Valuation method used for current value	Current value of debtor's interest
39.	Office furniture Office furniture	<u>\$150,000.00</u>	<u>fmv</u>	<u>\$150,000.00</u>
40.	Office fixtures			
41.	Office equipment, including all computer equipment and communication systems equipment and software Office equipment	<u>\$50,000.00</u>	<u>fmv</u>	<u>\$50,000.00</u>

42. Collectibles Examples: Antiques and figurines; paintings, prints, or other artwork; books, pictures, or other art objects; china and crystal; stamp, coin, or baseball card collections; other collections, memorabilia, or collectibles

43. Total of Part 7.
Add lines 39 through 42. Copy the total to line 88.

\$200,000.00

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

☒ No
☐ Yes

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

☒ No
☐ Yes

Part 8 Machinery, equipment, and vehicles

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

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

	General description Include year, make, model, and identification numbers (i.e., VIN, HIN, or N-number)	Net book value of debtor's interest (Where available)	Valuation method used for current value	Current value of debtor's interest
47.	Automobiles, vans, trucks, motorcycles, trailers, and titled farm vehicles			

Debtor Premier PCS of TX, LLC Case number (if known) 17-32021
Name _____

48. **Watercraft, trailers, motors, and related accessories** Examples: Boats, trailers, motors, floating homes, personal watercraft, and fishing vessels

49. **Aircraft and accessories**

50. **Other machinery, fixtures, and equipment (excluding farm machinery and equipment)**
Lease from ADT Security
Systems-surveillance equipment, alarms \$0.00 \$0.00

51. **Total of Part 8.** \$0.00
Add lines 47 through 50. Copy the total to line 87.

52. **Is a depreciation schedule available for any of the property listed in Part 8?**
☒ No
☐ Yes

53. **Has any of the property listed in Part 8 been appraised by a professional within the last year?**
☒ No
☐ Yes

Part 9 Real property

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

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

Part 10 Intangibles and intellectual property

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

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

Part 11 All other assets

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

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

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

Debtor Premier PCS of TX, LLC Case number (if known) 17-32021
Name

Summary

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

Type of property	Current value of personal property	Current value of real property
80. Cash, cash equivalents, and financial assets. Copy line 5, Part 1	<u>\$193,000.00</u>	
81. Deposits and prepayments. Copy line 9, Part 2.	<u>\$0.00</u>	
82. Accounts receivable. Copy line 12, Part 3.	<u>\$2,020,000.00</u>	
83. Investments. Copy line 17, Part 4.	<u>\$0.00</u>	
84. Inventory. Copy line 23, Part 5.	<u>\$1,200,000.00</u>	
85. Farming and fishing-related assets. Copy line 33, Part 6.	<u>\$0.00</u>	
86. Office furniture, fixtures, and equipment; and collectibles. Copy line 43, Part 7.	<u>\$200,000.00</u>	
87. Machinery, equipment, and vehicles. Copy line 51, Part 8.	<u>\$0.00</u>	
88. Real property. Copy line 56, Part 9.....>		<u>\$0.00</u>
89. Intangibles and intellectual property. Copy line 66, Part 10.	<u>\$0.00</u>	
90. All other assets. Copy line 78, Part 11.	<u>\$0.00</u>	
91. Total. Add lines 80 through 89 for each column	<u>\$3,613,000.00</u> + 91b.	<u>\$0.00</u>
92. Total of all property on Schedule A/B. Add lines 91a+91b=92		<u>\$3,613,000.00</u>

EXHIBIT 7

PREMIER PCS OF TX LLC PROJECTED 60 Months PROFIT AND LOSS STATEMENT (Cash Basis) Year 2018												
Sales:	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Phone Box (Unit Sales)	5500	7500	7800	6000	6500	6500	6500	7000	6500	6000	7000	8000
Phone Sales and Commission : \$65 per unit	\$ 357,500	\$ 487,500	\$ 507,000	\$ 390,000	\$ 422,500	\$ 422,500	\$ 422,500	\$ 455,000	\$ 422,500	\$ 390,000	\$ 455,000	\$ 520,000
Accessory Profit	\$ 70,000	\$ 70,000	\$ 70,000	\$ 70,000	\$ 70,000	\$ 70,000	\$ 70,000	\$ 70,000	\$ 70,000	\$ 70,000	\$ 70,000	\$ 70,000
Qpay Airtime collection Fees	\$ 38,000	\$ 38,000	\$ 35,000	\$ 35,000	\$ 35,000	\$ 35,000	\$ 35,000	\$ 35,000	\$ 35,000	\$ 35,000	\$ 35,000	\$ 35,000
Sales of Assets	\$ 50,000	\$ 510,000										
Miscellaneous	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000
Total Gross Profit	\$ 530,500	\$ 1,120,500	\$ 627,000	\$ 510,000	\$ 542,500	\$ 542,500	\$ 542,500	\$ 575,000	\$ 542,500	\$ 510,000	\$ 575,000	\$ 640,000
Operating Expenses:												
Payment for Credit Limit of metroPCS		\$ 400,000										
Officer/Mgmt Payroll	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000
Payrollincluding Payroll Taxes	\$ 350,000	\$ 350,000	\$ 395,000	\$ 270,000	\$ 270,000	\$ 270,000	\$ 270,000	\$ 395,000	\$ 270,000	\$ 270,000	\$ 270,000	\$ 270,000
Rental- Real Property	\$ 90,000	\$ 90,000	\$ 70,000	\$ 70,000	\$ 70,000	\$ 70,000	\$ 70,000	\$ 70,000	\$ 70,000	\$ 70,000	\$ 70,000	\$ 70,000
Lease-Personal property	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000
Lease Settlement	\$ -	\$ -	\$ -	\$ -	\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,500
Misc. Operating & Admin Expenses	\$ 15,500	\$ 15,500	\$ 13,500	\$ 13,500	\$ 13,500	\$ 13,500	\$ 13,500	\$ 13,500	\$ 13,500	\$ 13,500	\$ 13,500	\$ 13,500
IRS Estimated Tax	\$ 7,000	\$ 7,000	\$ 7,000	\$ 7,000	\$ 7,000	\$ 7,000	\$ 7,000	\$ 7,000	\$ 7,000	\$ 7,000	\$ 7,000	\$ 7,000
Credit Card Processing & Bank Fees	\$ 14,000	\$ 14,000	\$ 13,000	\$ 13,000	\$ 13,000	\$ 13,000	\$ 13,000	\$ 13,000	\$ 13,000	\$ 13,000	\$ 13,000	\$ 13,000
Utilities	\$ 40,000	\$ 40,000	\$ 32,000	\$ 32,000	\$ 32,000	\$ 32,000	\$ 32,000	\$ 32,000	\$ 32,000	\$ 32,000	\$ 32,000	\$ 32,000
Accounting Service	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000
Business Property Taxes	\$ 3,000	\$ 3,000	\$ 2,500	\$ 2,500	\$ 2,500	\$ 2,500	\$ 2,500	\$ 2,500	\$ 2,500	\$ 2,500	\$ 2,500	\$ 2,500
Legal Fees	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000
US Trustee Fees	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance Including Workers' Comm	\$ 16,500	\$ 16,500	\$ 16,000	\$ 16,000	\$ 16,000	\$ 16,000	\$ 16,000	\$ 16,000	\$ 16,000	\$ 16,000	\$ 16,000	\$ 16,000
Total Operating Expenses	\$ 600,000	\$ 1,000,000	\$ 613,000	\$ 488,000	\$ 489,500	\$ 452,500	\$ 452,500	\$ 577,500	\$ 452,500	\$ 452,500	\$ 452,500	\$ 452,500
Net Gain/(Loss) from Operations	\$ -69,500	\$ 120,500	\$ 14,000	\$ 22,000	\$ 53,000	\$ 90,000	\$ 90,000	\$ -2,500	\$ 90,000	\$ 57,500	\$ 122,500	\$ 187,500
Total Profit 2018	\$ 775,000.00											
Average Net Profit per Month	\$ 64,583.33											

Payment to Creditors	\$ -	\$ -	\$ -	\$ -	\$ 65,000	\$ 65,000	\$ 65,000	\$ 65,000	\$ 65,000	\$ 65,000	\$ 65,000	\$ 65,000
Net Gain After Payment	\$ -69,500	\$ 120,500	\$ 14,000	\$ 22,000	\$ -12,000	\$ 25,000	\$ 25,000	\$ -67,500	\$ 25,000	\$ -7,500	\$ 57,500	\$ 122,500

PREMIER PCS OF TX LLC

PROJECTED 60 Months PROFIT AND LOSS STATEMENT (Cash Basis) Year 2019

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Sales:												
Phone Box (Unit Sales)	5775	7875	8190	6300	6825	6825	6825	7350	6825	6300	7000	8000
Phone Sales and Commission : \$65 per unit	\$ 375,375	\$ 511,875	\$ 532,350	\$ 409,500	\$ 443,625	\$ 443,625	\$ 443,625	\$ 477,750	\$ 443,625	\$ 409,500	\$ 455,000	\$ 520,000
Accessory Profit	\$ 60,000	\$ 60,000	\$ 60,000	\$ 60,000	\$ 60,000	\$ 60,000	\$ 60,000	\$ 60,000	\$ 60,000	\$ 60,000	\$ 60,000	\$ 60,000
Qpay Airtime collection Fees	\$ 38,000	\$ 38,000	\$ 35,000	\$ 35,000	\$ 35,000	\$ 35,000	\$ 35,000	\$ 35,000	\$ 35,000	\$ 35,000	\$ 35,000	\$ 35,000
Miscellaneous	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000
Total Gross Profit	\$ 483,375	\$ 619,875	\$ 637,350	\$ 514,500	\$ 548,625	\$ 548,625	\$ 548,625	\$ 582,750	\$ 548,625	\$ 514,500	\$ 560,000	\$ 625,000
Operating Expenses:												
Officer/Mgmt Payroll	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000
Payrollincluding Payroll Taxes	\$ 270,000	\$ 270,000	\$ 395,000	\$ 270,000	\$ 270,000	\$ 270,000	\$ 270,000	\$ 395,000	\$ 270,000	\$ 270,000	\$ 270,000	\$ 270,000
Rental- Real Property	\$ 70,000	\$ 70,000	\$ 70,000	\$ 70,000	\$ 70,000	\$ 70,000	\$ 70,000	\$ 70,000	\$ 70,000	\$ 70,000	\$ 70,000	\$ 70,000
Lease-Personal property	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000
Lease Settlement	\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Misc. Operating & Admin Expenses	\$ 15,500	\$ 15,500	\$ 15,500	\$ 15,500	\$ 15,500	\$ 15,500	\$ 15,500	\$ 15,500	\$ 15,500	\$ 15,500	\$ 15,500	\$ 15,500
IRS Estimated Tax	\$ 12,000	\$ 12,000	\$ 12,000	\$ 12,000	\$ 12,000	\$ 12,000	\$ 12,000	\$ 12,000	\$ 12,000	\$ 12,000	\$ 12,000	\$ 12,000
Credit Card Processing & Bank Fees	\$ 14,000	\$ 14,000	\$ 14,000	\$ 14,000	\$ 14,000	\$ 14,000	\$ 14,000	\$ 14,000	\$ 14,000	\$ 14,000	\$ 14,000	\$ 14,000
Utilities	\$ 40,000	\$ 40,000	\$ 32,000	\$ 32,000	\$ 32,000	\$ 32,000	\$ 32,000	\$ 32,000	\$ 32,000	\$ 32,000	\$ 32,000	\$ 32,000
Accounting Service	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000
Business Property Taxes	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000
Legal Fees	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000
US Trustee Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance including Workers' Comm	\$ 16,000	\$ 16,000	\$ 16,000	\$ 16,000	\$ 16,000	\$ 16,000	\$ 16,000	\$ 16,000	\$ 16,000	\$ 16,000	\$ 16,000	\$ 16,000
Total Operating Expenses	\$ 469,000	\$ 469,000	\$ 586,000	\$ 461,000	\$ 459,500	\$ 459,500	\$ 459,500	\$ 584,500	\$ 459,500	\$ 459,500	\$ 459,500	\$ 459,500
Net Gain/(Loss) from Operations	\$ 14,375	\$ 150,875	\$ 51,350	\$ 53,500	\$ 89,125	\$ 89,125	\$ 89,125	\$ -1,750	\$ 89,125	\$ 55,000	\$ 100,500	\$ 165,500
Total Profit 2018	\$ 945,850.00											
Average Net Profit per Month	\$ 78,820.83											

Payment to Creditors	\$ 65,000	\$ 65,000	\$ 53,000	\$ 53,000	\$ 53,000	\$ 53,000	\$ 53,000	\$ 53,000	\$ 53,000	\$ 53,000	\$ 53,000	\$ 53,000
Net Gain After Payment	\$ -50,625	\$ 85,875	\$ -1,650	\$ 500	\$ 36,125	\$ 36,125	\$ 36,125	\$ -54,750	\$ 36,125	\$ 2,000	\$ 47,500	\$ 112,500

Viceroy Payment of \$12,000 will be ended on February 2019

PREMIER PCS OF TX LLC PROJECTED 60 Months PROFIT AND LOSS STATEMENT (Cash Basis) Year 2020												
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Sales:												
Phone Box (Unit Sales)	6000	7875	8200	6300	6825	6825	6825	7350	6825	6300	7000	8000
Phone Sales and Commission : \$65 per unit	\$ 390,000	\$ 511,875	\$ 533,000	\$ 409,500	\$ 443,625	\$ 443,625	\$ 443,625	\$ 477,750	\$ 443,625	\$ 409,500	\$ 455,000	\$ 520,000
Accessory Profit	\$ 60,000	\$ 60,000	\$ 60,000	\$ 60,000	\$ 60,000	\$ 60,000	\$ 60,000	\$ 60,000	\$ 60,000	\$ 60,000	\$ 60,000	\$ 60,000
Qpay Airtime collection Fees	\$ 38,000	\$ 38,000	\$ 35,000	\$ 35,000	\$ 35,000	\$ 35,000	\$ 35,000	\$ 35,000	\$ 35,000	\$ 35,000	\$ 35,000	\$ 35,000
Miscellaneous	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000
Total Gross Profit	\$ 498,000	\$ 619,875	\$ 638,000	\$ 514,500	\$ 548,625	\$ 548,625	\$ 548,625	\$ 582,750	\$ 548,625	\$ 514,500	\$ 560,000	\$ 625,000
Operating Expenses:												
Officer/Mgmt Payroll	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000
Payroll including Payroll Taxes	\$ 270,000	\$ 270,000	\$ 395,000	\$ 270,000	\$ 270,000	\$ 270,000	\$ 270,000	\$ 395,000	\$ 270,000	\$ 270,000	\$ 270,000	\$ 270,000
Rental- Real Property	\$ 95,000	\$ 95,000	\$ 70,000	\$ 70,000	\$ 70,000	\$ 70,000	\$ 70,000	\$ 70,000	\$ 70,000	\$ 70,000	\$ 70,000	\$ 70,000
Lease-Personal property	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000
Lease Settlement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Misc. Operating & Admin Expenses	\$ 15,500	\$ 15,500	\$ 15,500	\$ 15,500	\$ 15,500	\$ 15,500	\$ 15,500	\$ 15,500	\$ 15,500	\$ 15,500	\$ 15,500	\$ 15,500
IRS Estimated Tax	\$ 12,000	\$ 12,000	\$ 12,000	\$ 12,000	\$ 12,000	\$ 12,000	\$ 12,000	\$ 12,000	\$ 12,000	\$ 12,000	\$ 12,000	\$ 12,000
Credit Card Processing & Bank Fees	\$ 14,000	\$ 14,000	\$ 14,000	\$ 14,000	\$ 14,000	\$ 14,000	\$ 14,000	\$ 14,000	\$ 14,000	\$ 14,000	\$ 14,000	\$ 14,000
Utilities	\$ 40,000	\$ 40,000	\$ 32,000	\$ 32,000	\$ 32,000	\$ 32,000	\$ 32,000	\$ 32,000	\$ 32,000	\$ 32,000	\$ 32,000	\$ 32,000
Accounting Service	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000
Business Property Taxes	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000
Legal Fees	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000
US Trustee Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance Including Workers' Comm	\$ 16,000	\$ 16,000	\$ 16,000	\$ 16,000	\$ 16,000	\$ 16,000	\$ 16,000	\$ 16,000	\$ 16,000	\$ 16,000	\$ 16,000	\$ 16,000
Total Operating Expenses	\$ 492,500	\$ 492,500	\$ 584,500	\$ 459,500	\$ 459,500	\$ 459,500	\$ 459,500	\$ 584,500	\$ 459,500	\$ 459,500	\$ 459,500	\$ 459,500
Net Gain/(Loss) from Operations	\$ 5,500	\$ 127,375	\$ 53,500	\$ 55,000	\$ 89,125	\$ 89,125	\$ 89,125	\$ -1,750	\$ 89,125	\$ 55,000	\$ 100,500	\$ 165,500
Total Profit 2018	\$ 917,125.00											
Average Net Profit per Month	\$ 76,427.08											

Payment to Creditors	\$ 53,000	\$ 53,000	\$ 53,000	\$ 53,000	\$ 53,000	\$ 53,000	\$ 53,000	\$ 53,000	\$ 53,000	\$ 53,000	\$ 53,000	\$ 53,000
Net Gain After Payment	\$ -47,500	\$ 74,375	\$ 500	\$ 2,000	\$ 36,125	\$ 36,125	\$ 36,125	\$ -54,750	\$ 36,125	\$ 2,000	\$ 47,500	\$ 112,500

PREMIER PCS OF TX LLC PROJECTED 60 Months PROFIT AND LOSS STATEMENT (Cash Basis) Year 2021												
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Sales:												
Phone Box (Unit Sales)	6000	7875	8200	6300	7000	7000	7000	7300	7000	6300	7000	8000
Phone Sales and Commission : \$65 per unit	\$ 390,000	\$ 511,875	\$ 533,000	\$ 409,500	\$ 455,000	\$ 455,000	\$ 455,000	\$ 474,500	\$ 455,000	\$ 409,500	\$ 455,000	\$ 520,000
Accessory Profit	\$ 60,000	\$ 60,000	\$ 60,000	\$ 60,000	\$ 60,000	\$ 60,000	\$ 60,000	\$ 60,000	\$ 60,000	\$ 60,000	\$ 60,000	\$ 60,000
Qpay Airtime collection Fees	\$ 38,000	\$ 38,000	\$ 35,000	\$ 35,000	\$ 35,000	\$ 35,000	\$ 35,000	\$ 35,000	\$ 35,000	\$ 35,000	\$ 35,000	\$ 35,000
Miscellaneous	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000
Total Gross Profit	\$ 498,000	\$ 619,875	\$ 638,000	\$ 514,500	\$ 560,000	\$ 560,000	\$ 560,000	\$ 579,500	\$ 560,000	\$ 514,500	\$ 560,000	\$ 625,000
Operating Expenses:												
Officer/Mgmt Payroll	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000
Payroll Including Payroll Taxes	\$ 270,000	\$ 270,000	\$ 395,000	\$ 270,000	\$ 270,000	\$ 270,000	\$ 270,000	\$ 395,000	\$ 270,000	\$ 270,000	\$ 270,000	\$ 270,000
Rental- Real Property	\$ 95,000	\$ 95,000	\$ 70,000	\$ 70,000	\$ 70,000	\$ 70,000	\$ 70,000	\$ 70,000	\$ 70,000	\$ 70,000	\$ 70,000	\$ 70,000
Lease-Personal property	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000
Lease Settlement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Misc. Operating & Admin Expenses	\$ 15,500	\$ 15,500	\$ 15,500	\$ 15,500	\$ 15,500	\$ 15,500	\$ 15,500	\$ 15,500	\$ 15,500	\$ 15,500	\$ 15,500	\$ 15,500
IRS Estimated Tax	\$ 12,000	\$ 12,000	\$ 12,000	\$ 12,000	\$ 12,000	\$ 12,000	\$ 12,000	\$ 12,000	\$ 12,000	\$ 12,000	\$ 12,000	\$ 12,000
Credit Card Processing & Bank Fees	\$ 14,000	\$ 14,000	\$ 14,000	\$ 14,000	\$ 14,000	\$ 14,000	\$ 14,000	\$ 14,000	\$ 14,000	\$ 14,000	\$ 14,000	\$ 14,000
Utilities	\$ 40,000	\$ 40,000	\$ 32,000	\$ 32,000	\$ 32,000	\$ 32,000	\$ 32,000	\$ 32,000	\$ 32,000	\$ 32,000	\$ 32,000	\$ 32,000
Accounting Service	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000
Business Property Taxes	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000
Legal Fees	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000
US Trustee Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance Including Workers' Comm	\$ 16,000	\$ 16,000	\$ 16,000	\$ 16,000	\$ 16,000	\$ 16,000	\$ 16,000	\$ 16,000	\$ 16,000	\$ 16,000	\$ 16,000	\$ 16,000
Total Operating Expenses	\$ 492,500	\$ 492,500	\$ 584,500	\$ 459,500	\$ 459,500	\$ 459,500	\$ 459,500	\$ 584,500	\$ 459,500	\$ 459,500	\$ 459,500	\$ 459,500
Net Gain/(Loss) from Operations	\$ 5,500	\$ 127,375	\$ 53,500	\$ 55,000	\$ 100,500	\$ 100,500	\$ 100,500	\$ -5,000	\$ 100,500	\$ 55,000	\$ 100,500	\$ 165,500
Total Profit 2018	\$ 959,375.00											
Average Net Profit per Month	\$ 79,947.92											

Payment to Creditors	\$ 53,000	\$ 53,000	\$ 53,000	\$ 53,000	\$ 53,000	\$ 53,000	\$ 53,000	\$ 53,000	\$ 53,000	\$ 53,000	\$ 53,000	\$ 53,000
Net Gain After Payment	\$ -47,500	\$ 74,375	\$ 500	\$ 2,000	\$ 47,500	\$ 47,500	\$ 47,500	\$ -58,000	\$ 47,500	\$ 2,000	\$ 47,500	\$ 112,500

PREMIER PCS OF TX LLC PROJECTED 60 Months PROFIT AND LOSS STATEMENT (Cash Basis) Year 2022												
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Sales:												
Phone Box (Unit Sales)	6000	7875	8200	6300	7000	7000	7000	7300	7000	6300	7000	8000
Phone Sales and Commission : \$65 per unit	\$ 390,000	\$ 511,875	\$ 533,000	\$ 409,500	\$ 455,000	\$ 455,000	\$ 455,000	\$ 474,500	\$ 455,000	\$ 409,500	\$ 455,000	\$ 520,000
Accessorry Profit	\$ 60,000	\$ 60,000	\$ 60,000	\$ 60,000	\$ 60,000	\$ 60,000	\$ 60,000	\$ 60,000	\$ 60,000	\$ 60,000	\$ 60,000	\$ 60,000
Qpay Airtime collection Fees	\$ 38,000	\$ 38,000	\$ 35,000	\$ 35,000	\$ 35,000	\$ 35,000	\$ 35,000	\$ 35,000	\$ 35,000	\$ 35,000	\$ 35,000	\$ 35,000
Miscellaneous	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000
Total Gross Profit	\$ 498,000	\$ 619,875	\$ 638,000	\$ 514,500	\$ 560,000	\$ 560,000	\$ 560,000	\$ 579,500	\$ 560,000	\$ 514,500	\$ 560,000	\$ 625,000
Operating Expenses:												
Officer/Mgmt Payroll	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000
Payrollincluding Payroll Taxes	\$ 270,000	\$ 270,000	\$ 395,000	\$ 270,000	\$ 270,000	\$ 270,000	\$ 270,000	\$ 395,000	\$ 270,000	\$ 270,000	\$ 270,000	\$ 270,000
Rental- Real Property	\$ 95,000	\$ 95,000	\$ 70,000	\$ 70,000	\$ 70,000	\$ 70,000	\$ 70,000	\$ 70,000	\$ 70,000	\$ 70,000	\$ 70,000	\$ 70,000
Lease-Personal property	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000
Lease Settlement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Misc. Operating & Admin. Expenses	\$ 15,500	\$ 15,500	\$ 15,500	\$ 15,500	\$ 15,500	\$ 15,500	\$ 15,500	\$ 15,500	\$ 15,500	\$ 15,500	\$ 15,500	\$ 15,500
IRS Estimated Tax	\$ 12,000	\$ 12,000	\$ 12,000	\$ 12,000	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000
Credit Card Processing & Bank Fees	\$ 14,000	\$ 14,000	\$ 14,000	\$ 14,000	\$ 14,000	\$ 14,000	\$ 14,000	\$ 14,000	\$ 14,000	\$ 14,000	\$ 14,000	\$ 14,000
Utilities	\$ 40,000	\$ 40,000	\$ 32,000	\$ 32,000	\$ 32,000	\$ 32,000	\$ 32,000	\$ 32,000	\$ 32,000	\$ 32,000	\$ 32,000	\$ 32,000
Accounting Service	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000
Business Property Taxes	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000
Legal Fees	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000
US Trustee Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance Including Workers' Comm	\$ 16,000	\$ 16,000	\$ 16,000	\$ 16,000	\$ 16,000	\$ 16,000	\$ 16,000	\$ 16,000	\$ 16,000	\$ 16,000	\$ 16,000	\$ 16,000
Total Operating Expenses	\$ 492,500	\$ 492,500	\$ 584,500	\$ 459,500	\$ 462,500	\$ 462,500	\$ 462,500	\$ 587,500	\$ 462,500	\$ 462,500	\$ 462,500	\$ 462,500
Net Gain/(Loss) from Operations	\$ 5,500	\$ 127,375	\$ 53,500	\$ 55,000	\$ 97,500	\$ 97,500	\$ 97,500	\$ -8,000	\$ 97,500	\$ 52,000	\$ 97,500	\$ 162,500
Total Profit 2018	\$ 935,375.00											
Average Net Profit per Month	\$ 77,947.92											

Payment to Creditors	\$ 53,000	\$ 53,000	\$ 53,000	\$ 53,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Net Gain After Payment	\$ -47,500	\$ 74,375	\$ 500	\$ 2,000	\$ 97,500	\$ 97,500	\$ 97,500	\$ -8,000	\$ 97,500	\$ 52,000	\$ 97,500	\$ 162,500

All payment for Credotors shall be ended on April 2022 with 48 payments

EXHIBIT 8

EXHIBIT "8"

Premier PCS of TX, LLC's
Liquidation Analysis

The assets of PREMIER PCS of TX, LLC (hereinafter "PREMIER PCS") at the time this Disclosure Statement and Plan of Reorganization are being voted on, consist of the following:

Real property. None.

Vehicles. None.

Accounts Receivable. All accounts receivable come from METRO PCS. These consist of rights to reimbursement for cell phones purchased by PREMIER PCS for its customers, and commissions upon sales of the subscriptions. At this time those reimbursement rights are worth \$20,000.00 per day and the commission rights are worth \$15,000.00 per day, respectively. In a liquidation, PREMIER PCS would not be sending in new subscriptions and would not be making payments on its line of credit. METRO PCS would accordingly ask the court for setoff and would hold its disbursements to PREMIER PCS until the line of credit it has extended to PREMIER PCS (\$530,000.00) was covered, and then METRO PCS would remit the balance to the Trustee, who would have to respect the next-in-priority perfected security interest of COMPLETE BUSINESS SOLUTIONS GROUP ("CBSG"), on which the balance owing is over \$2.4 million.

Inventory. PREMIER PCS currently has about \$500,000 (cost value) in new cellular phone inventory. The logical best market for it is to return it to METRO PCS, which is uniquely capable of putting it back into service, and in ideal circumstances the return would defray the amount of setoff METRO PCS would want against PREMIER PCS for accounts due to PREMIER PCS. Ideal circumstances, however, tend to be rare circumstances. Alternatively the Trustee might sell the inventory to other METRO PCS dealers, but if he did so, the proceeds would have to go to the lienholders (METRO PCS and CBSG, in that sequence).

Equipment. PREMIER PCS has very little equipment, and it is used to demonstrate cellular phones in the stores. The equipment is subject to a purchase-money security interest in favor of the METRO PCS affiliate ALPHA. COMM. ALPHA. COMM. is currently owed \$17,000.00, more than the equipment would be worth to another METRO PCS dealer.

Furniture and Trade Fixtures. PREMIER PCS started this case with 53 stores, all leased. It sold 8 stores (and transferred the lease rights) pursuant to a § 363 sale, and it has closed three others. Each of the 42 stores that are left has furniture and fixtures in it which cost approximately \$15,000.00 new. Typically, liquidation value for used commercial furniture and trade fixtures is 12% to 20%--of cost new, assuming all these can be gathered for a single auction. PREMIER PCS' store locations are widespread, scattered across El Paso, Las Cruces, Albuquerque, Southeastern New Mexico, and towns in West Texas. A single auction would be very expensive to orchestrate, and isolated auctions will not involve commercial quantities of items to sell. Both METRO PCS and CBSG have furniture and fixtures covered in their perfected security documents, so they would get any auction proceeds.

Bank Deposits. At the present time PREMIER PCS' bank balances range from \$75,000 to \$200,000 at any one time. Depending on the sequence of events closing the stores for a liquidation, the bank deposits could be drawn down for payrolls (which average \$125,000 each, since there are over 200 employees), or drawn down for rents for the 32 locations. Average rent per store is about \$2,100 per month. In the event there were any surplus left in the bank, after payroll and/or rent were paid, either METRO PCS or CBSG could urge that the funds are proceeds of their other collateral (accounts, inventory), and proceeds are covered in their UCC-1 filings.

In short, a Chapter 7 liquidation for PREMIER PCS would yield nothing for general unsecured creditors.

Recourse to Personal Guarantees
Given by Richard Ahn, Individually

A discussion of what creditors might realize in a liquidation, should include the possible recovery creditors might expect from any personal guarantees they obtained from RICHARD AHN individually, as the sole and managing member of PREMIER PCS.

Mr. AHN's assets all fit within the generous Texas exemptions for vehicles, tax-sheltered retirement accounts, insurance policies, furniture, appliances, jewelry, clothing, and ordinary household goods. He does not own any real estate, either commercial or domestic. (If he later acquires a home, it would be protected from the reach of creditors by the unlimited Texas homestead exemption for occupied property on less than ten acres of land.) He does not own any interests in any other businesses. If PREMIER PCS were liquidated, he as the sole member could not lawfully reach any of its assets ahead of PREMIER PCS' creditors. He could file a personal Chapter 7, and if he did that, his personal case would be a no-assets case.

Mr. AHN has also used up his liquidable personal assets, to improve PREMIER PCS's chances of survival in this case. He sold his interest in PRIMETALK, USA to CHAN Y. PARK, in order to get PREMIER PCS through the months of December 2017 and January 2018, when PREMIER PCS's bank account was restrained by VICEROY FUNDING, and when METRO PCS cut PREMIER PCS's line of credit by more than half.

EXHIBIT 9

HOLD HARMLESS AND INDEMNITY AGREEMENT

Date: December 20, 2017

Sellers: Young H. Ahn a/k/a Richard Ahn and Ae K. Paek

Purchaser: Chan Young Park a/k/a Steve Park

Transaction: Sale of 50% of the Membership Interest of PrimeTalkUSA, LLC, a Texas limited liability company

Undersigned Indemnitors:

Young H. Ahn a/k/a Richard Ahn, individually, and Ae K. Paek, individually, jointly and severally

Adverse Matter:

Damages; including, but not limited to potential actual damages, punitive damages, attorney fees and other expenses arising from the defense of *Cause No. DC-17-022; Doubletree Cell, Inc. and Hee Sung Kim a/k/a Donald Kim v. Premier PCS of TX, LLC, PrimeTalkUSA, LLC d/b/a Skytalk, and Richard Ahn; Dallas District Court.*

Purchaser is to purchase the remaining 50% of the membership interest of PrimeTalkUSA, LLC from Sellers although PrimeTalkUSA, LLC is one of the named defendants in the Adverse Matter.

Purchaser raised its objection to the lawsuit and potential liability to him and PrimeTalkUSA, LLC as it affects PrimeTalkUSA, LLC.

Sellers agree to hold harmless and indemnify Purchaser and PrimeTalkUSA, LLC against any and all damages that Premier PCS of TX, LLC, PrimeTalkUSA, LLC d/b/a Skytalk, and Richard Ahn, may incur as a result of a joint and several judgment against them, settlement, or other resolution.

Pursuant to Chap. 38 of the Texas Civil Practices and Remedies Code for a written contract, Sellers agree, jointly and severally, to pay all attorney fees to defend the Adverse Matter lawsuit and/or if Purchaser has to defend himself and/or PrimeTalkUSA, LLC in the matter *In Re: Premier PCS of TX, LLC, Chap. 11 Bankruptcy Case filed in The United States Bankruptcy Court, Western District, Case No. 17-32021-HCM-11.*

The undersigned Sellers jointly and severally covenant and agree to forever fully to protect, defend and save harmless Purchaser from and against the Adverse Matter, and against all loss, costs, damages, and attorney's fees and expenses of every kind and nature which it may suffer, expend or incur under or by reason, or in consequence of, said purchase of the remaining 50% of the Membership Interest of PrimeTalkUSA, LLC; including loss, attorney fees, costs, damages, and other expenses incurred in actions brought to enforce this agreement.

It is expressly understood that the joint and several liability of the undersigned Sellers shall in no way be affected by any action the Purchaser may take with respect to the liability of any one of the undersigned by way of release, settlement, compromise or other adjustments of such liability.

SELLER:



Richard Ahn a/k/a Young H. Ahn

STATE OF GA


COUNTY OF Gwinnett

§
§
§

This instrument was acknowledged before me on the 20 day of December, 2017, by Richard Ahn a/k/a Young H. Ahn.

My Commission Expires:
12-5-18




Notary Public, State of GA
James Borduin
Notary's Printed/Typed Name

SELLER:

x 

Ae K. Pack

STATE OF GA


COUNTY OF Gwinnett

§
§
§

This instrument was acknowledged before me on the 20 day of December, 2017, by Ae K. Pack.

My Commission Expires:
12-5-18




Notary Public, State of GA
James Borduin

**AGREEMENT TO CONVEY REMAINING 50% OF THE OUTSTANDING
MEMBERSHIP INTEREST OF PRIMETALKUSA, LLC,
A TEXAS LIMITED LIABILITY COMPANY**

This AGREEMENT TO CONVEY THE REMAINING 50% OF THE OUTSTANDING MEMBERSHIP INTEREST OF PRIMETALKUSA, LLC, A TEXAS LIMITED LIABILITY COMPANY ("Agreement"), is executed and effective as of December 20th, 2017 ("Effective Date") by and between Chan Young Park a/k/a Steve Park ("Purchaser" and/or "Chan Park") and Richard Ahn a/k/a Young H. Ahn ("Richard Ahn") and Ae K. Paek (collectively, "Seller") subject to the following terms and conditions:

1.00 RECITALS

- 1.01 PrimeTalkUSA, LLC ("PrimeTalk") is a Texas limited liability company.¹
- 1.02 PrimeTalk utilizes the attached Operating Agreement.²
- 1.03 PrimeTalk owns and operates seven (7) MetroPCS phone stores.³
- 1.04 PrimeTalk is the exclusive distributor and lessee of twenty-five (25) MetroPCS phone stores.⁴
- 1.05 Chan Young Park purchased one-half (50%) of the outstanding membership interests of PrimeTalk on or about February 17, 2017 from Richard Ahn and Ae K. Paek.⁵
- 1.06 Doubletree Cel, Inc. and Sung Hee Kim d/b/a Donald Kim filed a lawsuit in Cause No. DC-17-02266; Dallas District Court against Premier PCS of TX, LLC; PrimeTalkUSA, LLC d/b/a SkyTalk, and Richard Ahn, individually for breach of contract and other causes of action requesting more than Four Hundred Fifteen Thousand and 00/100 Dollars (\$415,000.00) in damages.⁶
- 1.07 PrimeTalk has an unpaid loan with First Intercontinental Bank guaranteed by the Small Business Administration ("SBA") which has a balance as of November 22, 2017 of One Hundred Thousand Five Hundred Eighty Nine and 20/100 Dollars (\$100,589.20).⁷

¹ See PrimeTalkUSA, LLC's Articles of Organization attached as Exhibit "A".

² See Operating Agreement of PrimeTalk USA, LLC attached as Exhibit "B".

³ See Stores Owned by PrimeTalk attached as Exhibit "C".

⁴ See Stores Exclusive Distributorship by PrimeTalk attached as Exhibit "D".

⁵ See LLC Membership Interest Transfer Agreement attached as Exhibit "E".

⁶ See DoubleTree Cell, Inc, Hee Sung Kim a/k/a Donald Kim's Plaintiffs' Original Petition, Jury Demand, and Request for Disclosure attached as Exhibit "F"

⁷ See First Intercontinental Bank SBA Loan payoff statement attached as Exhibit "G".

1.08 Premier PCS of TX, LLC, a Texas limited liability company, Richard Ahn, and Chan Young Park borrowed One Million Three Hundred Thousand and 00/100 Dollars (\$1,300,000.00) from Anna Lee, Thomas Lee, Haeja Seo, David Kim, and Bong S. Choi on or about May 11, 2017.⁸

2.00 Parties

2.01 Chan Young Park a/k/a Steve Park is a resident of the State of Texas whose address is 905 Oldmill Circle, Irving, Texas 75061.

2.02 Richard Ahn a/k/a Young H. Ahn is a resident of the State of Texas whose address is 1213 Wind Ridge Drive, El Paso, Texas 79912.

2.03 Ae K. Paek is a resident of the State of Georgia whose address is 2184 Huntcrest Way, Lawrenceville, Georgia 30043.

3.00 Status of PrimeTalk

3.01 PrimeTalk is in good standing with Texas Secretary of State.⁹

3.02 PrimeTalk is in good standing with Texas State Comptroller.¹⁰

3.03 Texas State Comptroller issued a Certificate of No Tax Due regarding PrimeTalk.¹¹

4.00 Sale and Purchase of Remaining 50% of Outstanding Membership Interest of PrimeTalk

4.01 Purchaser purchases the remaining fifty percent (50%) of the membership interest of PrimeTalk from Richard Ahn and Ae K. Paek in exchange for the following consideration:

- a) Three Hundred Thousand and 00/100 Dollars (\$300,000.00) in cash, certified check or wire transfer;
- b) Payoff of referenced SBA loan.¹²
- c) Assumption of the referenced \$1,300,000.00 loan from Anna Lee, Thomas Lee, Haeja Seo, David Kim, and Bong S. Choi.¹³

⁸ See Security Agreement attached as Exhibit "I".

⁹ See Certificate of Fact attached as Exhibit "I".

¹⁰ See Public Information Report attached as Exhibit "J".

¹¹ See Certificate of No Tax Due attached as Exhibit "K".

¹² See Exhibit "G".

¹³ See Exhibit "H".

4.02 Seller in return for the above-referenced consideration in Section 4.01, shall assign its contract with METROPCS Texas, LLC and PrimetalkUSA, LLC¹⁴ to Purchaser; including but not limited to:

a) All gross income; including, credit card sales and cash, from the day after the Effective Date to Purchaser;

c) Seller to maintain all leases of the referenced thirty-two MetroPCS phone stores¹⁵ in PrimeTalk until the expiration of the primary lease terms of each and every lease.

4.03 Seller and his company, Premier PCS of TX, LLC, a Texas limited liability company, agree to indemnify and hold harmless PrimeTalkUSA, LLC and Chan Young Park, individually, for any and all damages, settlements, judgments, attorney fees, interest or other liability of the litigation between Doubletree Cel, Inc. and Sung Hee Kim d/b/a Donald Kim against Premier PCS of TX, LLC; PrimeTalkUSA, LLC d/b/a SkyTalk filed in Cause No. DC-17-02266; Dallas District Court on or about February 12, 2017. Seller and other defendants in this lawsuit have signed an indemnity and hold harmless agreement fully protecting PrimeTalkUSA, LLC and Chan Young Park from any and all liability and expenses arising from the subject lawsuit.

5.00 Compliance with Securities Act of 1933 and Section 10 of Operating Agreement

5.01. Seller and Purchaser acknowledge that their private sale and purchase of the membership interest of PrimeTalk is exempt from the requirements of Securities Act of 1933.¹⁶

5.02 Seller and Purchaser waive any and all conflicting requirements of Section 10. SALE PURSUANT TO A BONA FIDE OFFER of the Operating Agreement.¹⁷ Notwithstanding, all terms of this Agreement are accepted and effective upon execution.

6.00 Representation and Warranties of Seller

6.01 Seller Richard Ahn has value marketable title to the interest to be transferred under this Agreement. Seller Richard Ahn is conveying twenty-five percent (25%) of the outstanding interest he owns to Purchaser. Seller warrants that each and every interest he is conveying to purchaser is free from any lien, encumbrance, debt or other secured liability.

6.02 Seller Ae K. Paek has value marketable title to the interest to be transferred under this Agreement. Seller is conveying twenty-five percent (25%) of the outstanding interest he owns to

¹⁴ Contract Between MetroPCS and Primetalk attached as Exhibit "L".

¹⁵ See Exhibits "C" and "D".

¹⁶ Securities Act of 1933 exempts private offerings to a specific type or limited number of persons or institutions.

¹⁷ See Section 10 of Exhibit "B".

Purchaser. Seller warrants that each and every interest he is conveying to purchaser is free from any lien, encumbrance, debt or other secured liability. Any and all liability of PrimeTalk incurred on or before the execution of Agreement shall be the responsibility of Seller and any and all liability of PrimeTalk incurred after the execution of Agreement shall be the responsibility of Purchaser.

7.00 General Provisions

7.01 Purchaser and Seller agree to be bound by the restrictions, obligations, limitations, covenants and requirements set forth in this Agreement, and Operating Agreement for their membership interest in PrimeTalk.

7.02 Purchaser and Seller acknowledge that this Agreement is a legal and binding obligation that is enforceable against both parties and that in the event of a dispute requiring litigation, the cost of attorney fees shall be paid by the losing party to the prevailing party.


7.03 Jurisdiction to enforce this Agreement shall be in the District Court of Dallas County, Texas.

7.04 Purchaser and Seller agree that it will keep confidential and will not disclose or use for any purpose any information about the terms of this Agreement and the transaction contemplated hereby and any confidential information obtained shall be held in confidence between Seller and Purchaser.

8.00 EXECUTION BY PARTIES

IN WITNESS WHEREOF, this AGREEMENT TO CONVEY THE REMAINING 50% OF THE OUSTANDING MEMBERSHIP INTEREST OF PRIMTALKUSA, LLC, A TEXAS LIMITED LIABILITY COMPANY is executed by Purchaser and Seller as of the Effective Date..

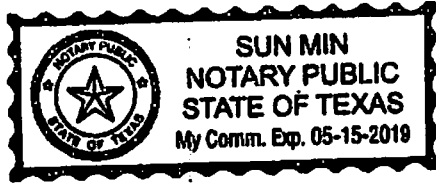
PURCHASER:



Chan Young Park a/k/a Steve Park

STATE OF Texas §
COUNTY OF Dallas §

This instrument was acknowledged before me on the 20th day of December, 2017, by Chan Young Park a/k/a Steve Park.



[Signature]

Notary Public, State of TX

SUN MIN
Notary's Printed/Typed Name

My Commission Expires:

5/15/19

SELLER:

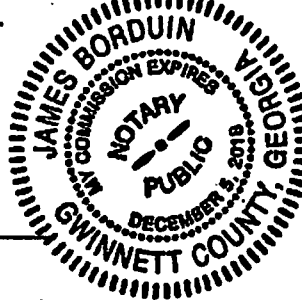
[Signature]

Richard Ahn a/k/a Young H. Ahn

STATE OF GA

COUNTY OF Gwinnett

This instrument was acknowledged before me on the 20 day of November, 2017, by Richard Ahn a/k/a Young H. Ahn.



My Commission Expires:

12-8-18

[Signature]

Notary Public, State of GA

JAMES BORDUIN
Notary's Printed/Typed Name

SELLER:

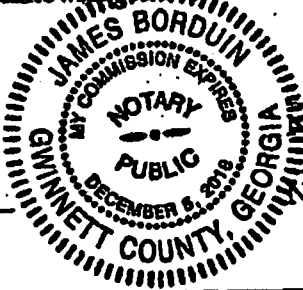
[Signature]

Ae K. Paek

STATE OF GA

COUNTY OF Gwinnet

This instrument was acknowledged before me on the 20 day of November, 2017, by Ae K. Paek.



My Commission Expires:

12-8-18

[Signature]

Notary Public, State of GA

JAMES BORDUIN
Notary's Printed/Typed Name

PROMISSORY NOTE

\$1,300,000.00 (One Million Dollars) Dallas, Texas Mary, 11. 2017

FOR VALUE RECEIVED, the undersigned, Premier PCS OF TX, LLC, 4736 Joel Dr., El Paso, TX 79924, Richard Ahn, having an address at 1213 Wind Ridge Dr., El Paso, Texas 79912 and Chan Young Park, having an address at 905 Oldmill Cir., Irving, Texas 75061 (collectively, "Maker"), having an address at 1213 Wind Ridge Dr., El Paso, Texas 79912 *jointly and severally promise* to pay to the order of payees listed in Exhibit A (collectively "Payee"), the principal amount of One Million and Three Hundred Thousand Dollars (\$1,300,000.00), together with an annual interest rate of Ten Percent (10%), in strict accordance with these terms and provisions.

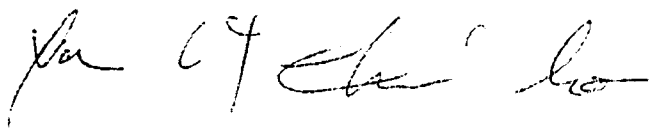
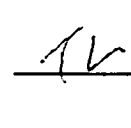
Interest on this Promissory Note ("Note") are due and payable in monthly installments of Ten Thousand Eight Hundred Thirty Three and 33/100 (\$10,833.33) beginning on June 11, 2017, and continuing on the eleventh day of each following month. All unpaid principal and any unpaid interest will be due and payable in full on May 11, 2020 ("Maturity Date"). Maker and Payee may extend the maturity date for upto three years upon agreement by Parties.

Maker may from time to time prepay all or any portion of the principal under this Note without premium or penalty with six month written notice. Payee may demand to pay all portion of the principal under this Note with six months written notice. All payments and prepayments of principal or interest must be made in U.S. currency in immediately available funds at the address of Payee indicated above or at a place the holder of this Note designates in writing to Maker. Payments by check or draft do not constitute payment in immediately available funds until the required amount is actually received by Payee in full. If any payment of principal or interest under this Note becomes due on a day that is not a Business Day (defined below), the payment must be made on the next Business Day, and this extension of time must be included in computing interest in connection with the payment. The term "Business Day" means any day other than a Saturday, Sunday, or any other day on which banks are closed.

All payments of the indebtedness evidenced by this Note will be applied in the following order of priority: (a) to any accrued but unpaid interest then due and payable, and (b) to the principal amount then due and payable.

The term "Loan Document" means this Note, any loan agreement, any guaranty, and any other agreements, documents, and instruments now or later governing, securing, or guaranteeing any portion of the indebtedness evidenced by this Note or executed in connection with the loan evidenced by this Note, together with any and all renewals, modifications, amendments, restatements, consolidations, substitutions, replacements, extensions, and supplements.

Despite the foregoing, if at any time the interest rate that this Note bears exceeds the Highest Lawful Interest Rate (defined below), the rate of interest that this Note bears will be limited to the Highest Lawful Interest Rate. The term "Highest Lawful Interest Rate" means the greater of (a) the maximum rate of interest permitted at the time under any federal law

1.  HJS ——— 

the time as that term is defined in Texas Finance Code Chapter 303, as amended ("Act"), and that would be applicable to the indebtedness evidenced by this Note under the Act. The parties acknowledge that the date of this Note is the date on which the indebtedness evidenced by this Note has been contracted for.

The occurrence of any one of the following is a default under this Note ("Event of Default"):

1. Maker's failure to pay any installment of principal or interest on this Note or on any other indebtedness of Maker to Payee when due.

2. Maker's failure to fully and timely perform, observe, or keep all covenants, agreements, and conditions contained in this Note.

3. Maker: (a) makes a transfer in fraud of creditors, or makes an assignment for the benefit of creditors, or admits in writing its inability to pay its debts as they become due, (b) generally is not paying its debts as they become due, (c) has a receiver, trustee, or custodian appointed for, or take possession of, all or substantially all of its assets, in a proceeding brought either by or against it, and the appointment is not discharged or possession is not terminated within twenty (20) days after the effective date of the appointment or possession or it consents to or acquiesces in the appointment or possession, (d) files a petition for relief under the Bankruptcy Code or any other present or future federal or state insolvency, bankruptcy, or similar laws (collectively called "Applicable Bankruptcy Law"), or an involuntary petition for relief is filed against it under any Applicable Bankruptcy Law and the involuntary petition is not dismissed within thirty (30) days after it is filed, or an order for relief naming Maker is entered under any Applicable Bankruptcy Law, or any composition, rearrangement, extension, reorganization, or other relief of debtors now or later existing is requested or consented to by Maker, (e) fails to have discharged within a period of twenty (20) days any attachment, sequestration, or similar writ levied on any of its property, or (f) fails to pay within twenty (20) days any final money judgment against it.

Following an Event of Default, the holder of this Note may, at its option, with notice or demand, (a) declare the outstanding principal balance of and the accrued but unpaid interest under this Note at once due and payable, (b) foreclose any liens securing payment under this Note, (c) pursue any and all other rights, remedies, and recourses available to it under this Note or under any other Loan Document, including but not limited to any such rights, remedies, or recourses available at law or in equity, or (d) pursue any combination of the foregoing.

Despite any contrary provisions in this Note, or in any other document executed in connection with this Note, or in any other agreement or commitment, whether written or oral, expressed or implied, the holder of this Note cannot charge or be entitled to receive or collect as interest an amount greater than the maximum permitted by applicable law to be charged to the person, partnership, firm, or corporation primarily obligated to pay this Note. If any construction of this Note, or any and all other papers, agreements, or commitments, indicates a different right given to the holder to ask for, demand, or receive any larger amount as interest, it is a mistake in calculation or wording, which this clause will override and control; it being the intention of the parties that this Note and all other instruments executed in connection with

Handwritten signature and initials, possibly reading "for of the" followed by a signature and the initials "HJE" and "TK".

this Note will comply with applicable law, and that proper adjustment will automatically be made accordingly. If the holder ever receives, collects, or applies as interest any amount in excess of the maximum permitted by applicable law, the excess amount will be applied to the reduction of the unpaid principal balance of this Note, in the inverse order of maturity, and not to interest, and if this Note is paid in full, any remaining excess will be refunded to Maker. In determining whether the interest paid or payable, under any specific contingency, exceeds the maximum permitted by applicable law, Maker and the holder will, to the maximum extent permitted under applicable law and amortize, prorate, allocate, and spread the total amount of interest throughout the entire term of this Note (including any renewals or extensions) so that the interest rate is uniform throughout the entire term of this Note and does not exceed the maximum permitted by applicable law. The provisions of this paragraph control all existing and future agreements between Maker and the holder.

This Note is executed and delivered in the State of Texas and intended to be performed in Dallas County, Texas, and except to the extent that the laws of the United States may preempt or govern the terms of this Note, this Note will be governed by and construed in accordance with the laws of the State of Texas. Maker irrevocably agrees that if there is any dispute involving this Note or any other instruments executed in connection with this Note, venue for the dispute will be proper in any court of competent jurisdiction in Dallas County, Texas.

All notices, requests, consents, demands, and other communications that are required or that any party wants to give under this Note or under any other Loan Document must be in writing and, unless otherwise specifically provided in the other Loan Document, will be deemed sufficiently given or furnished if delivered by personal delivery, by nationally recognized courier with proof of delivery, by prepaid registered or certified U.S. mail, addressed to the party to whom directed at the address specified in the first paragraph of this Note (unless changed by similar notice in writing given by the particular party whose address is to be changed) or by fax. Any notice or communication will be deemed to have been given either at the time of personal delivery or, in the case of delivery service or mail, as of the date of first attempted delivery at the address and in the manner provided in this Note, or, in the case of fax, on receipt. Despite the foregoing, no notice of change of address will be effective except on receipt, and service of a notice required by Texas Property Code Section 51.002, as amended, will be considered complete when the requirements of that statute are met. This paragraph must not be construed in any way to affect or impair any waiver of notice or demand provided in any Loan Document or to require giving of notice or demand to or on any person in any situation or for any reason.

THIS PROMISSORY NOTE AND THE OTHER LOAN DOCUMENTS REPRESENT THE FINAL AGREEMENT BETWEEN THE PARTIES AND SUPERSEDE ALL PRIOR COMMITMENTS, REPRESENTATIONS, AGREEMENTS, UNDERSTANDINGS, AND DISCUSSIONS, WHETHER WRITTEN OR ORAL, RELATING TO THIS SUBJECT MATTER AND MAY NOT BE CONTRADICTED OR VARIED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OR DISCUSSIONS BETWEEN THE PARTIES. THERE ARE NO ORAL AGREEMENTS BETWEEN THE PARTIES.

for CF Ch... J... HSS TV

EXECUTED as of May 11, 2017.

MAKER: Richard Ahn

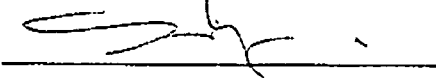


MAKER: Premier PCS OF TEXAS, LLC

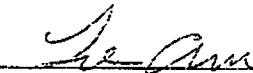


Richard Ahn, Managing Member

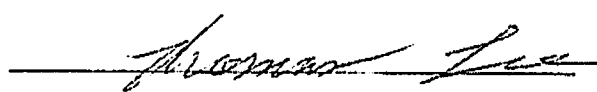
MAKER: Chan Young Park



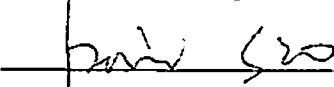
PAYEE: Lee, Anna



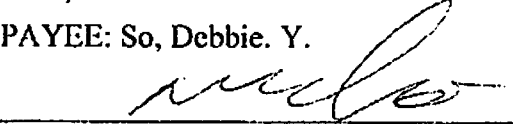
PAYEE: Lee, Thomas



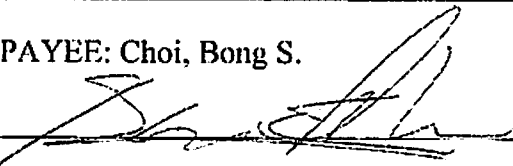
PAYEE: Seo, Haeja



PAYEE: So, Debbie. Y.



PAYEE: Choi, Bong S.



for of the the

EXHIBIT A.

The "Payee"

Payec, address for the notice to Payee and Principal Amount owed to each payees.

Name	Address	Principal Amount
Lee, Anna & Lee, Thomas (jointly)	3309 Arcadia Dr., Arlington, TX 76017	Thrcce Hundred Thousand Dollars (\$300,000.00)
Seo, Hae Ja	5409 Rolling Meadows Dr., Fort Worth, TX 76123	Two Hundred Thousand Dollars (\$200,000.00)
So, Debbie Y. or its assigns	205 Frazier Dr., Hurst, TX 76053	Five Hundred Thousand Dollars (\$500,000.00)
Choi, Bong S.	1100 W. Trinity Mills, #4036. Carrollton, TX 75006	Thrcce Hundred Thousand Dollars (\$300,000.00)

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SECURITY AGREEMENT

This SECURITY AGREEMENT ("Security Agreement") is entered into by Premier PCS of TX, LLC, Richard Ahn and Chan Young Park (collectively, "Debtor"), and creditors listed in Exhibit B (collectively "Creditor").

PRELIMINARY STATEMENT

Debtor and the Creditor agree as follows:

1. Definitions. As used in this Security Agreement, the following terms have the following meanings:

"Article" means a numbered article of this Security Agreement, unless another document is specifically referenced.

"Collateral" is any and all properties, rights, and assets of Debtor granted to Creditor, now or in the future, in which Debtor obtains an interest as described in Exhibit A.

"Creditor" means the Person identified in the first paragraph of this Security Agreement.

"Exhibit" refers to a specific exhibit to this Security Agreement, unless another document is specifically referenced.

"Lien" is a security interest or other encumbrance of any kind, whether voluntarily incurred or arising by operation of law or otherwise, against any Collateral.

"Note" means the Promissory Note executed in connection with this Security Agreement.

The foregoing definitions are equally applicable to both the singular and plural forms of the defined terms.

2. Security Interest.

(a) Grant of Security Interest. Debtor pledges, assigns, and grants to Creditor a security interest in all of Debtor's right, title, and interest in and to the Collateral described in Exhibit A to secure the prompt and complete payment and performance of the obligations under the Note.

(b) Authorization to File Financing Statements. Debtor authorizes Creditor to file financing statements with all appropriate jurisdictions to perfect or protect Creditor's interest or rights under this Security Agreement.

3. Covenants. From the date of this Security Agreement, and until this Security Agreement is terminated, Debtor agrees to the following:

(a) Inspection. Debtor will permit Creditor, by its representatives and agents, (1) to inspect the Collateral. (2) to examine and make copies of the records of Debtor

Handwritten signatures and initials:
✓ c y [signature] HSS TL

relating to the Collateral, and (3) to discuss the Collateral and the related records of Debtor with, and to be advised as to the same by, Debtor's officers and employees (and, in the case of any receivable, with any person or entity that is or may be obligated on the receivable), all at the reasonable times and intervals as Creditor and Debtor may determine.

4. Default.

(a) Event of Default. The occurrence of any one or more of the following events constitutes an Event of Default:

- (1) Any Obligation is not paid when due under the terms of the Note.
- (2) Any material portion of the Collateral is transferred or otherwise disposed of, either voluntarily or involuntarily, in any manner not permitted by this Security Agreement or is lost, stolen, damaged, or destroyed.

(b) Remedies. On the occurrence of an Event of Default, Creditor may exercise any or all of the following rights and remedies:

- (1) Those rights and remedies provided in this Security Agreement or the Note.
- (2) Those rights and remedies available to a secured party under the Texas Business and Commerce Code (whether or not the Texas Business and Commerce Code applies to the affected Collateral) or under any other applicable law (including any law governing the exercise of a bank's right of setoff or a bankers' lien) when a debtor is in default under a security agreement.
- (3) The right to sell, lease, assign, grant an option or options to purchase, or otherwise dispose of all or part of the Collateral in one or more parcels at public or private sale, for cash, on credit, or for future delivery, and on such other terms as Creditor may deem commercially reasonable.

5. Waivers, Amendments, and Remedies. No delay or omission of Creditor in exercising any right or remedy granted under this Security Agreement will impair such right or remedy or be construed to be a waiver of any Event of Default or an acquiescence in any Event of Default, and any single or partial exercise of any right or remedy will not preclude any other or further exercise of that right or remedy or the exercise of any other right or remedy. No waiver, amendment, or other variation of the terms, conditions, or provisions of this Security Agreement will be valid unless it is in a writing signed by Creditor and then only to the extent specifically set forth in the writing. All rights and remedies contained in this Security Agreement or by law afforded are cumulative, and all are available to Creditor until the Obligations have been paid in full.

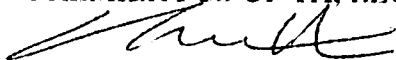
6. General Provisions.

- (a) Termination. This Security Agreement continues in effect until (1) the Note has terminated according to its express terms and (2) all of the Obligations have been paid and performed in full and no commitments of Creditor that would give rise to any obligations under Note are outstanding.
- (b) Binding Agreement. This Security Agreement and all of its terms, provisions, and covenants will apply to, be binding on, and inure to the benefit of the parties and their respective successors and assigns.
- (c) Governing Law. This Security Agreement will be governed by and interpreted under the laws of the State of Texas, regardless of any conflict-of-law rules.
- (d) No Reliance. Parties expressly warrant and represent that neither party is relying on any warranty, statement, or representation not contained in this Security Agreement.
- (e) Entire Agreement. THIS SECURITY AGREEMENT, THE OTHER LOAN DOCUMENTS AND NOTE AND ITS ADMENDMENT REPRESENT THE FINAL AGREEMENT BETWEEN THE PARTIES AND SUPERSEDE ALL PRIOR COMMITMENTS, REPRESENTATIONS, AGREEMENTS, UNDERSTANDINGS, AND DISCUSSIONS, WHETHER WRITTEN OR ORAL, RELATING TO THIS SUBJECT MATTER AND MAY NOT BE CONTRADICTED OR VARIED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OR DISCUSSIONS BETWEEN THE PARTIES. THERE ARE NO ORAL AGREEMENTS BETWEEN THE PARTIES.
- (f) Change in Address for Notices. Each Debtor and Creditor may change the address for service of notice by providing written notice to the other parties.

In WITNESS WHEREOF, Debtor has executed this as of the date written above.

DEBTOR


PREMIER PCS OF TX, LLC



Richard Ahn, Managing Member

Date: 5-11-2017

Richard Ahn.

Signature: 

Date: 5-11-2017

for

CF

Chan Young Park,

Signature: [Signature]

Date: 5/11/17

CREDITOR

Lee, Anna

Signature: [Signature]

Date: _____

Lee, Thomas

Signature: [Signature]

Date: _____

Seo, Haeja

Signature: [Signature]

Date: _____

So, Debbie Y.

Signature: [Signature]

Date: _____

Choi, Bong S.

Signature: [Signature]

Date: 11/11/2017

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EXHIBIT A
DESCRIPTION OF COLLATERAL

The Collateral consists of all of Debtor's right, title, and interest in and to the following:

All goods, equipment, inventory, contract rights, rights to payment of money, leases, general intangibles (including payment intangibles), accounts (including health-care receivables), documents, instruments (including any promissory notes), chattel paper (whether tangible or electronic), cash, deposit accounts, fixtures, letters of credit rights (whether or not the letter of credit is evidenced by a writing), commercial-tort claims, securities, and all other investment property, supporting obligations, and all assets, whether now owned or later acquired in the property and business located at and known as:

	Store #	Address	Suite	City	ZIP
1	101	9537 Dyer Street	B	El Paso, TX	79924
2	102	428 N Yarbrough Drive	A	El Paso, TX	79915
3	103	931 Resler Drive	106	El Paso, TX	79912
4	104	8001 N Mesa Street	J	El Paso, TX	79932
5	105	1055 Sunland Park Drive	C	El Paso, TX	79922
6	106	11335 Montwood Drive	A4	El Paso, TX	79936
7	107	10755 North Loop Drive	N	Socorro, TX	79927
8	108	7110 Alameda Ave	3A	El Paso, TX	79915
9	109	9861 Dyer Street	3	El Paso, TX	79924
10	110	7049-A S Desert Blvd	105,106	Canitillo, TX	79932
11	111	1325 George Dieter Drive	F	El Paso, TX	79936
12	112	800 N Yarbrough Drive	C	El Paso, TX	79915
13	113	2301 N Zaragoza Road	106	El Paso, TX	79938
14	114	12302 Montana Ave	Bldg C -306	El Paso, TX	79938
15	115	9530 Viscount Blvd	2P	El Paso, TX	79925
16	116	200 E 1st Street	A	Alamogordo, TX	88310
17	117	7500 N Mesa Street	219	El Paso, TX	79912
18	118	7448 Gateway East Blvd		El Paso, TX	79915
19	119	600 E Paisano Drive	A	El Paso, TX	79901
20	120	1455 Hickory Drive		Las Cruces, TX	88005
21	121	5100 Montana Ave	101	El Paso, TX	79915
22	201	1360 Rio Rancho Blvd SE		Rio Rancho, NM	87124
23	202	4410 Wyoming Blvd NE	H	Albuquerque, NM	87111
24	204	2003 Southern Blvd	104	Rio Rancho, NM	87124
25	205	5604 Menaul Blvd NE		Albuquerque, NM	87110
26	206	5150 E Main Street	111	Farmington, NM	87402
27	210	1703 W Main Street	B	Farmington, NM	87401
28	212	1245 W Apache Street	105	Farmington, NM	87401
29	213	3000 E 20th Street	D	Farmington, NM	87401

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EXHIBIT B.

CREDITORS

Creditors with the Address and the Principal Amount owed by individuals:

Name	Address	Principal Amount
Lee, Anna & Lee, Thomas	3309 Arcadia Dr., Arlington, TX 76017	Three Hundred Thousand Dollars (\$300,000.00)
Seo, Hae Ja	5409 Rolling Meadows Dr., Fort Worth, TX 76123	Two Hundred Thousand Dollars (\$200,000.00)
So, Debbie Y. or its assigns	205 Frazier Dr., Hurst, TX 76053	Five Hundred Thousand Dollars (\$500,000.00)
Choi, Bong S.	1100 W. Trinity Mills, #4036, Carrollton, TX 75006	Three Hundred Thousand Dollars (\$300,000.00)

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**AGREEMENT TO CONVEY 1% OF THE OUTSTANDING MEMBERSHIP
INTEREST OF PRIMETALKUSA, LLC,
A TEXAS LIMITED LIABILITY COMPANY**

This AGREEMENT TO CONVEY THE REMAINING 1% OF THE OUTSTANDING MEMBERSHIP INTEREST OF PRIMETALKUSA, LLC, A TEXAS LIMITED LIABILITY COMPANY ("Agreement"), is effective as of June 1, 2018 ("Effective Date") by and between Chan Young Park a/k/a Steve Park ("Purchaser" and/or "Chan Park") and Richard Ahn a/k/a Young H. Ahn ("Seller") subject to the following terms and conditions:

1.00 RECITALS

- 1.01 PrimeTalkUSA, LLC ("PrimeTalk") is a Texas limited liability company.¹
- 1.02 PrimeTalk utilizes the attached Amended Operating Agreement.²
- 1.03 Chan Young Park owns ninety-nine percent (99%) of the outstanding membership interests of PrimeTalk.
- 1.04 Young H. Ahn a/k/a Richard Ahn owns one percent (1%) of the outstanding membership interests of PrimeTalk.

2.00 Parties

- 2.01 Chan Young Park a/k/a Steve Park is a resident of the State of Texas whose address is 905 Oldmill Circle, Irving, Texas 75061.
- 2.02 Richard Ahn a/k/a Young H. Ahn is a resident of the State of Texas whose address is 1213 Wind Ridge Drive, El Paso, Texas 79912.

3.00 Status of PrimeTalk

- 3.01 PrimeTalk is in good standing with Texas Secretary of State.³
- 3.02 PrimeTalk is in good standing with Texas State Comptroller.⁴
- 3.03 Texas State Comptroller issued a Certificate of No Tax Due regarding PrimeTalk.⁵

¹ See PrimeTalkUSA, LLC's Articles of Organization attached as Exhibit "A".

² See Operating Agreement of PrimeTalk USA, LLC attached as Exhibit "B".

³ See Certificate of Fact attached as Exhibit "I".

⁴ See Public Information Report attached as Exhibit "J".

**4.00 Sale and Purchase of Remaining 1%
of Outstanding Membership Interest of PrimeTalk**

4.01 Purchaser purchases the remaining one percent (1%) of the membership interest of PrimeTalk from Richard Ahn for the following consideration:

- a) One and 00/100 Dollars (\$1.00) in cash;

5.00 Compliance with Securities Act of 1933 and Section 10 of Operating Agreement

5.01. Seller and Purchaser acknowledge that their private sale and purchase of the membership interest of PrimeTalk is exempt from the requirements of Securities Act of 1933.⁶

6.00 Representation and Warranties of Seller

6.01 Seller Richard Ahn has value marketable title to the interest to be transferred under this Agreement. Seller Richard Ahn is conveying one percent (1%) of the outstanding interest he owns to Purchaser. Seller warrants that each and every interest he is conveying to purchaser is free from any lien, encumbrance, debt or other secured liability.

7.00 General Provisions

7.01 Purchaser and Seller agree to be bound by the restrictions, obligations, limitations, covenants and requirements set forth in this Agreement, and Operating Agreement for their membership interest in PrimeTalk.

7.02 Purchaser and Seller acknowledge that this Agreement is a legal and binding obligation that is enforceable against both parties and that in the event of a dispute requiring litigation, the cost of attorney fees shall be paid by the losing party to the prevailing party.

7.03 Jurisdiction to enforce this Agreement shall be in the District Court of Dallas County, Texas.

7.04 Purchaser and Seller agree that it will keep confidential and will not disclose or use for any purpose any information about the terms of this Agreement and the transaction contemplated hereby and any confidential information obtained shall be held in confidence between Seller and Purchaser.

8.00 EXECUTION BY PARTIES

⁵ See Certificate of No Tax Due attached as Exhibit "K".

⁶ Securities Act of 1933 exempts private offerings to a specific type or limited number of persons or institutions.

IN WITNESS WHEREOF, this AGREEMENT TO CONVEY 1% OF THE OUSTANDING MEMBERSHIP INTEREST OF PRIMTALKUSA, LLC, A TEXAS LIMITED LIABILITY COMPANY is executed by Purchaser and Seller on the date below; but is effective as of the Effective Date.

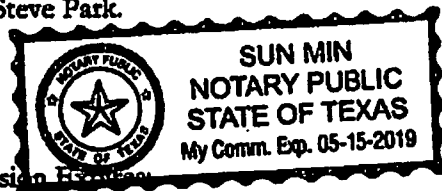
PURCHASER:


Chan Young Park a/k/a Steve Park

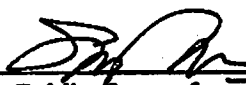
STATE OF Texas

COUNTY OF Dallas

This instrument was acknowledged before me on the 20th day of December, 2017, by Chan Young Park a/k/a Steve Park.



My Commission Expires 5/15/19


Notary Public, State of TX
SUN MIN
Notary's Printed/Typed Name

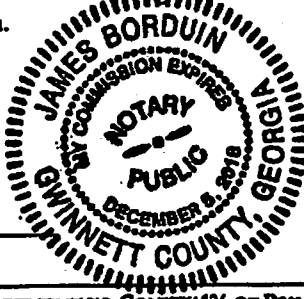
SELLER:


Richard Ahn a/k/a Young H. Ahn

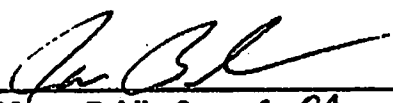
STATE OF GA

COUNTY OF Gwinnet

This instrument was acknowledged before me on the 20 day of December, 2017, by Richard Ahn a/k/a Young H. Ahn.



My Commission Expires: 12-15-18


Notary Public, State of GA
James Borduin
Notary's Printed/Typed Name