

EXHIBIT "A"

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Bringing God's Word to Life Ministries*

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF VIRGINIA
RICHMOND DIVISION**

In Re: BRINGING GOD'S WORD TO LIFE MINISTRIES, Chapter 11
Debtor Case No. 18-30708-KRH

FIRST PLAN OF REORGANIZATION

Bringing God's Word to Life Ministries, Debtor and debtor-in-possession in this Chapter 11 Case (hereinafter referred to as the "Debtor"), pursuant to § 1123 of the United States Bankruptcy Code (11 U.S.C. § 1123), respectfully submits the following Plan of Reorganization ("Plan"):

I. SUMMARY OF THE PLAN

Debtor's Plan contemplates a reorganization and continuation of the Debtor's religious mission. In accordance with the Plan, the Debtor intends to satisfy creditor claims from income earned, contributions received, and from the sale and/or refinancing of church-owned real-estate. The interests of all creditors will be best served if Debtor is allowed to reorganize its debts, continue income-producing operations, retain its property until it can orderly transition its operations to a new location, and avoid the severe

consequences of immediate liquidation. Confirmation of the Plan is not likely to be followed by the need for further liquidation or the need for further financial reorganization of the Debtor.

Debtor's liabilities will be paid according to the priorities of the Bankruptcy Code and the Orders of the Bankruptcy Court. The specific amounts and terms of payment will be made according to the treatment of each respective creditor set forth below in this Plan.

II. DEFINITIONS

Unless the context otherwise requires, the terms used in this Plan shall have the following meanings, which meanings shall be equally applicable to both the singular and plural forms of such terms. Any term not defined in this Plan shall have the meaning ascribed to it in the Bankruptcy Code, Title 11 of the United States Code, or, if not defined therein, elsewhere in the United States Code, and in the Code of Virginia (1950), as amended:

1. "ADMINISTRATIVE CLAIM" shall mean any Claim entitled to priority under Section 507(a)(1) of the Bankruptcy Code.

2. "ALLOWED" shall mean (a) any Claim against the Debtor, proof of which was timely filed or by order of the Bankruptcy Court was not required to be filed; or (b) any Claim that has been listed in the Debtor's Schedules as liquidated in amount and not disputed or contingent; and in each such case in (a) or (b) above, as to which either (1) no objection to the allowance thereof or other similar pleading has been filed within the applicable period, or (2) an objection or other similar pleading has been filed

and the Claim has been allowed by a Final Order of the Bankruptcy Court, but only to the extent so allowed.

3. “BANKRUPTCY CODE” or “CODE” shall mean the United States Bankruptcy Code, Title 11 of the United States Code, as enacted in 1978 and thereafter amended. References to “§ ___” herein shall refer to a section of the Bankruptcy Code, 11 U.S.C. § 101, et seq.

4. “BANKRUPTCY RULES” or “RULE(S)” shall mean the Federal Rules of Bankruptcy Procedure, as amended from time to time, and supplemented by the Local Bankruptcy Rules adopted by the Court.

5. “BAR DATE” means the final date for filing Proofs of Claim herein that was set by Order of the Court pursuant to the provisions of Bankruptcy Rule 3003(c)(3), or, in the case of a governmental entity.

6. “CASE” means this Chapter 11 Bankruptcy Case.

7. “CHAPTER 7” means Chapter 7 of the Bankruptcy Code.

8. “CHAPTER 11” means Chapter 11 of the Bankruptcy Code.

9. “CLAIM” means any right to payment, or right to an equitable remedy for breach of duty or performance if such breach gives rise to a right to payment from or against the Debtor, or property of the Debtor, in existence on or as of the Petition Date, whether or not such right to payment or right to an equitable remedy is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, secured or unsecured.

10. “CLAIMANT” means a person or entity holding a Claim against the Debtor.

11. “CLASS” means any class into which Allowed Claims are designated for treatment in Article III of this Plan of Reorganization.

12. “CLASS 1, CLASS 2, CLASS 3, CLASS 4, and CLASS 5,” means the Claims so classified in Article III of this Plan.

13. “CONFIRMATION” or “CONFIRMATION OF THE PLAN” means the entry by the Bankruptcy Court of an Order confirming the Plan at or after a hearing pursuant to § 1129 of the Bankruptcy Code.

14. “CONFIRMATION DATE” shall mean the date of entry by the Court of an Order confirming the Plan at or after a hearing pursuant to § 1129 of the Bankruptcy Code

15. “CONFIRMATION HEARING” shall mean the hearing conducted by the Court regarding confirmation of the Plan pursuant to § 1129 of the Bankruptcy Code.

16. “CONFIRMATION ORDER” or “ORDER OF CONFIRMATION” means the Order entered by the Court confirming this Plan in accordance with the provisions of Chapter 11.

17. “COURT” shall mean (a) the United States Bankruptcy Court for the Eastern District of Virginia, Richmond Division, including the United States Bankruptcy Judge presiding in the Chapter 11 case of the Debtor, or (b) the United States District Court for the Eastern District of Virginia (the “District Court”), to the extent that the District Court may lawfully exercise subject matter jurisdiction over the reorganization case.

18. "CREDITOR" shall mean any person or entity having a Claim against the Debtor or property of the Debtor, as "creditor" is defined in and by § 101(10)(A) or (B) of the Bankruptcy Code.

19. "DEBTOR" shall mean Debtor, Bringing God's Word to Life Ministries, identified on the first page of this Plan.

20. "DISCLOSURE STATEMENT" means that certain Disclosure Statement dated November 13, 2018, filed by the Debtor in this Bankruptcy Case.

21. "DISPUTED CLAIM" shall mean any claim (a) that is scheduled by the Debtor as disputed, contingent or unliquidated, or (b) that is scheduled by the Debtor, or proof of which has been filed with the Bankruptcy Court and with respect to which a timely objection to allowance, in whole or in part, has been filed and which objection has not been (i) withdrawn or settled, or (ii) determined by a Final Order. No distribution will be made on account of a disputed claim unless such claim is allowed by a final non-appealable order. The Debtor will have power and authority to settle and compromise a disputed claim with court approval and compliance with the Federal Rules of Bankruptcy Procedure.

22. "DISTRIBUTION DATE" shall mean the date on which distributions are to be made under this Plan.

23. "EFFECTIVE DATE" shall be the later of (a) the eleventh (11th) business day following the date of entry of the Confirmation Order, or (b) if an appeal is filed, the fifth (5th) day after such appeal is finally resolved and no further appeal or certiorari proceeding is pending; provided, however, notwithstanding anything in this Section to the contrary, the Debtor may choose an earlier date to be the Effective Date. If the

Effective Date falls on a Saturday, Sunday, or legal holiday, the Effective Date shall mean the first business day thereafter.

24. “ESTATE” means the estate created in this bankruptcy reorganization case pursuant to Section 541 of the Bankruptcy Code.

25. “EXECUTORY CONTRACTS” means all contracts to which the Debtor is a party and which are executory within the meaning of Section 365 of the Code, including unexpired leases.

26. “FILED” means filed with the Court or, in the case of a Proof of Claim or Proof of Interest, deemed filed pursuant to Section 1111(a) of the Bankruptcy Code.

27. “FILING DATE” OR “PETITION DATE” means February 14, 2018, the date on which the voluntary Chapter 11 petition of Debtor was filed with the Court.

28. “FINAL DECREE” shall mean the Order of this Court pursuant to Bankruptcy Rule 3022 closing this case.

29. “FINAL ORDER” shall mean an Order of the Court that has been entered and either (a) the time for appeal from such entered Order has expired, or (b) any appeal that has been timely filed has been dismissed or otherwise finally determined.

30. “GENERAL UNSECURED CLAIM” shall mean any claim, whether or not liquidated or contingent, other than an Administrative Claim, Priority Claim, or Secured Claim.

31. “IMPAIRED” classes of creditors are those whose Claims or interests are altered by this Plan, or who will not receive under this Plan the allowed amount of their Claims in cash as of the Effective Date.

32. “INSIDER” is defined in § 101(31) of the Code.

33. “PERSON” means an individual, corporation, partnership, limited liability company, joint venture, trust, estate, unincorporated organization, or a government or any agency or political subdivision thereof.

34. “PLAN” shall mean this Plan of Reorganization in its present form or as it may be amended or modified.

35. “PRIORITY CLAIM” shall mean any claim to the extent entitled to priority in payment under § 507 of the Bankruptcy Code.

36. “PROFESSIONAL(S)” means all attorneys, accountants, realtors, appraisers, consultants, and other professionals retained under an Order of the Court on behalf of the Debtor.

37. “PRO-RATA” shall mean the amount of cash or property to be paid or distributed to a Claimant with respect to an Allowed Claim on a particular date, in accordance with the ratio, as of such date, of the dollar amount of the Allowed Claim of such person in the indicated Class to the aggregate dollar amount of Claims in the indicated Class (including, in each such calculation, the full amount of Disputed Claims in the class which have been asserted or are otherwise pending and which have not yet been allowed or otherwise disposed of).

38. “SECURED CREDITORS” shall mean all creditors who hold a lien, security interest or any other encumbrances which have been properly perfected as required by law with respect to property owned by the Debtor, to the extent of the value of the collateral.

39. “SUBSTANTIAL CONSUMMATION” shall mean the time the reorganized Debtor has commenced the distribution of initial Plan payments to all Creditor classes.

40. “TAX CLAIM” shall mean any claim entitled to priority in treatment pursuant to § 507(a)(8) of the Bankruptcy Code.

41. “UNIMPAIRED” classes of creditors are those whose Claims or interests are not altered by this Plan, and who will receive under this Plan the allowed amount of their Claims in cash as of the Effective Date in accordance with the terms of the Plan.

42. “UNSECURED CLAIM” means any Claim, including unliquidated and contingent Claims other than Claims arising under Section 507 of the Code.

In addition to the above definitions, the Plan identifies documents, pleadings and papers filed by the Debtor, by Creditors and by other persons in Debtor’s Case, Case No. *18-30708-KRH*. For ease of reference, the Plan will refer to the filings in this Case by CM/ECF Docket Number, *e.g.*, “*Doc 1*” or “*Claim # 1*” etc.

III. CLASSIFICATION AND TREATMENT OF CLASSES OF CLAIMS AND INTERESTS

In accordance with § 1123(a) of the Bankruptcy Code, the Debtor classifies the following Claims, indicating whether each Class is Impaired or Unimpaired, and proposes the following treatment of such Claims:

A. Class 1 - Administrative Expenses

(1) Description of Claims. Class 1 consists of claims for expenses of administration pursuant to §§ 503, 506, and 507 of the Bankruptcy Code. The following claims of Professionals will be compensated and reimbursed subject to Bankruptcy Court approval:

- a. Todd M. Ritter, Esquire, Counsel for the Debtor.
- b. Harrison & Bates Incorporated (dba Colliers International),

Realtor for the Debtor.

(2) Impairment. Class 1 will be Impaired in part. The claim of Mr. Ritter will be Impaired. In the event of a sale of 4823 Bryce Lane, Richmond, Virginia 23224 (the Church Building), the Realtor for the Debtor will be paid its commission in full and that, if payment is approved by the Court, such claim will be unimpaired.

(3) Treatment. All fees payable under § 1930 of Title 28 have been paid in full through the date of Filing of the Plan. All Administrative Claims shall be paid in cash and in full (including accruals to date of payment) within thirty (30) days from the Effective Date if not previously paid pursuant to Order entered by the Court. Payments to Professionals for reasonable compensation and reimbursement of expenses will be made in accordance with detailed procedures established by and set forth in § 330 of the Bankruptcy Code and Rules relating to such payments. In the event that funds are not available to pay Class 1 Claims in full within thirty (30) days of the Effective Date of the Plan, then each holder of a Class 1 Claim, including Debtor's Professionals, will receive partial payments from the Debtor until paid in full. The Debtor's Professionals consent to the impairment and treatment of their Claims under the Plan, and agree to accept partial or deferred payments under this Plan if they cannot be paid in full. United States Trustees Fees required to be paid by 28 U.S.C. §1930(a)(6) will accrue and be paid until the case is closed, dismissed, or converted to another chapter of the Code. Any U.S. Trustee Fees owed on or before the effective date of this Plan will be paid on the effective date.

B. Class 2 – Terry M. Lumpkin, Trustee of Emory F. Moseley Trust Under Agreement dated June 19, 2015. Secured Claim.

(1) Description of Debt. This loan is secured by a first deed of trust on the real property located at 4823 Bryce Lane, Richmond, Virginia 23234 (“the Church Building”), as further and more particularly described in the instruments attached as exhibits to the proof of claim filed by the creditor, Terry M. Lumpkin, Trustee of Emory F. Moseley Trust Under Agreement dated June 19, 2015 (“the Moseley Trust”). On June 20, 2018, the Moseley Trust filed proof of claim 3-1, in the amount of \$283,551.47 (as of June 1, 2018).

(2) Impairment. This Class will be Impaired.

(3) Treatment. This claim will be treated as secured up to the amount of \$283,551.47. Pending sale of the Church Building, the Debtor will repay the Secured Amount by making consecutive equal payments of \$2,000.00 per month beginning on December 1, 2018, and continuing thereafter for a period not exceeding eight (8) months. Thereafter, the Debtor will repay the Secured Amount in full through the net proceeds of an approved sale, or alternatively through, refinancing of the property with another lender, or by subsequent agreement with the Moseley Trust. Prior to sale, the Debtor will retain rental income on property in order to maintain its operations, mission, and to make the required monthly payments as outlined above.

(4) Agreement of Secured Creditor. The Moseley Trust is not an Insider. The Moseley Trust will consider whether to consent to the proposed treatment of its claim, or not. Any acceptance of the Plan by the Moseley Trust would be in good faith.

C. Class 3 – Governmental Units – Tax Claims - Priority

(1) Description of Claims. Class 3 consists of claims for taxes owed by the Debtor to any city, county, or other municipality or taxing entity entitled to tax the property of the Debtor based upon the value of the property assessed. The Debtor is aware of the following Claim in this Class, a minimal personal property tax debt for 2017:

a. City of Richmond City Hall (Claim # 1) - \$87.50

(2) Impairment. This Class will be Unimpaired.

(3) Treatment. All Undisputed Claims in this Class, to the extent not previously satisfied, will be paid in full, with statutory interest, within 30 days after the Effective Date, or, if any Claim in this Class is Disputed, then within 10 days after such Claim is allowed by Final Order or settlement.

D. Class 4 – City of Richmond Dept. of Public Utilities

(1) Description of Claim. This is a claim filed by the City of Richmond, Department of Public Utilities, which was listed on the Debtor's schedules as a disputed claim. On March 20, 2018, this creditor filed Claim 2-1 in the amount of \$11,685.39, with a secured amount of \$9,536.16.

(2) Impairment. This Class will be Unimpaired.

(3) Treatment. This Claim will be treated as secured up to the amount properly determined as an Allowed Secured Claim. The Debtor will repay the Allowed Secured Amount in full at the time of the sale of the Church Building, along with any Allowed Unsecured Claim to the extent the net proceeds of such sale are

sufficient to satisfy the same. The balance of this Claim shall be treated as a General Unsecured Claim (Class 5).

E. Class 5 – General Unsecured Claims

(1) Description of Class. This Class consists of all Allowed, undisputed, non-contingent, unsecured claims and deficiency claims listed in the Debtor's Petition or as otherwise approved by the Court, including those parts of the Claims filed by Creditors in Class 4 above that will be treated as General Unsecured Claims under this Plan.

(2) Impairment. This Class will be Impaired.

(3) Treatment and Dividend. The debtor proposes to pay one-hundred dollars per month for twelve (12) months towards any Allowed claim in this class following the sale of the Church building.

IV. TREATMENT OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES

Except as specified in this Plan, all contracts which exist between the Debtor and any individual or entity, whether such contract be in writing or oral, which have not heretofore been rejected or heretofore been approved by Orders of the Court, are hereby specifically rejected; provided, however, that this provision is not intended to reject and does not reject any agreement for the renewal or the extension of any loan or funds, presently binding and in effect between the Debtor and any Secured Creditor. Any person with a Claim arising from such rejection shall be deemed to hold a General Unsecured Claim and shall file a proof of claim within sixty (60) days of the Effective Date or be forever barred from asserting any Claim relating to such rejection.

V. MEANS OF IMPLEMENTATION AND EXECUTION OF PLAN

A. In accordance with the terms of the Plan, the Debtor will satisfy Creditor Claims from cash and income derived from weekly contributions, rental income from the non-profit school operated on its premises; and the sale or refinance of the Church Building. The Debtor does not operate for profit and conducts its religious mission with a minimum of monthly expenses. It does not have paid employees and relies on the charitable spirit that animates its membership. Accordingly, the Debtor believes the provisions of this Plan are feasible. The secured claim of the Moseley Trust will be paid in the monthly amount of \$2,000.00 as the Debtor prepares for the sale of the Church Building and possible transition to a new location.

Debtor's average earnings for the last eight (8) months appear in the monthly operating reports (MORs) filed by the Debtor in the case.

B. The Debtor will execute and deliver all documentation to the Bankruptcy Court and to all parties in interest who are entitled to receive the same as required by the terms of the Plan and the Bankruptcy Code.

C. The Debtor shall take any and all such other action as is reasonably necessary to satisfy the terms and requirements of the Plan and the Bankruptcy Code.

D. Procedure for Deficiency Claims. Any Creditor asserting a deficiency claim shall file a proof of claim within the time period specified in the treatment for such Creditor of Class or be forever barred from asserting any deficiency claim and such obligation shall be deemed paid in full. In the event the Debtor obtains a Final Decree prior to the deadline for filing such deficiency claim, such Creditor shall inform the Debtor or Debtor's Counsel of such deficiency claim within the same time period. In such event, a proof of claim form shall not be required, but the Creditor shall provide

notice of such deficiency claim to the Debtor or Debtor's Counsel in a writing containing the amount of such claim and an itemization of such claim.

E. Procedure for Payment of Professional Fees and Expense Reimbursement Post-Confirmation. Professionals employed by the Debtor shall not be subject to the fee application process for services rendered Post-Confirmation in furtherance of implementation of the confirmed Plan.

F. Except as expressly stated in this Plan, or allowed by a Final Order of the Bankruptcy Court, no interest, penalty, or late charge shall be allowed on any Claim subsequent to the Petition Date, unless otherwise required by the Code. No attorney's fees or expenses shall be paid with respect to any Claim except as specified herein or as allowed by a Final Order of the Court.

G. Confirmation of this Plan shall constitute a finding that the Debtor does not waive, release, or discharge, but, rather, retains and reserves any and all Pre-Petition claims, causes of action and choses in action and any and all Post-Petition claims, causes of action and choses in action that she could or might assert against any person or entity arising under or otherwise related to any state or federal statute, state or federal common law, and any and all violations arising out of rights or claims provided for by Title 11 of the United States Code, by the Federal Rules of Bankruptcy Procedure, or by the Local Rules of this Court, including all rights to assert and pursue any and all avoidance actions, preference actions, and any other actions pursuant to 11 U.S.C. §§ 545, 546, 547, 548, and 550, except to the extent such avoidance actions, preference actions, or other actions were assigned to a Creditor(s) as part of this Plan. Further, the Debtor retains all rights to assert and pursue all claims under 11 U.S.C. § 542, including, without limitation,

actions to seek turnover of property of the Estate, actions to recover accounts receivable, and/or actions to invalidate setoffs.

H. Administrative Claims unpaid on the Effective Date will be paid from funds on hand or as the parties otherwise agree.

I. Any and all objections to Claims, fee applications, and any adversary proceedings will be filed with the Court within sixty (60) days of the Effective Date; provided however, that the Debtor retains the right to object or otherwise pursue any Claims against Secured Creditors relating to the payoff and/or satisfaction of their Secured Claims.

J. Default Remedies. In the event that the Debtor fails to comply with the terms and conditions of the Plan, the Debtor may be in default under the Plan. In the event of a default under the Plan by the Debtor, Creditors and parties in interest retain all available remedies under the Bankruptcy Code, including, but not limited to, the right to move for enforcement of the Plan, the right to move the Court to dismiss Debtor's Case, the right to move the Court for relief from the automatic stay and injunction, and/or the right to move to convert the Case to a Chapter 7 liquidation. In the event that the Case is dismissed before the Debtor has received her discharge, Creditors will have the right to legally pursue the Debtor for the full amount of their respective Allowed Claims plus interest and applicable costs and expenses, and the Creditors will not be limited to the amount that was to be paid under the Confirmed Plan.

VI. SIMILAR TREATMENT FOR EACH CLAIM WITHIN A CLASS

Each Claim within a Class will receive similar treatment under this Plan. The Claims stated above and the treatment of such Claims in this Plan may be amended or

modified throughout the course of payment under this Plan by agreement of the parties, by Court Order, or by other lawful means in accordance with § 1127 of the Code. The Debtor, upon a showing that she made the full amount of all monthly payments under this Plan or upon full payment as called for under a particular note and deed of trust/mortgage, shall be entitled to have the note marked paid and satisfied and the deed of trust/mortgage canceled and released as a matter of record.

VII. PROVISIONS GOVERNING DISTRIBUTIONS

A. Delivery of Distributions in General. Distributions to holders of Allowed Claims shall be made: (i) at the addresses set forth in the proofs of claim filed by such holders; (ii) at the addresses set forth in any written notices of address change submitted to the Court or to Counsel for the Debtor in writing after the date on which any related proof of claim was filed; or, if the information described in clauses (i) or (ii) is not available, (iii) at the addresses reflected in the Debtor's schedules of liabilities.

B. Distribution Dates. It is the intent of this Plan that distributions shall occur as early as practicable following the Effective Date.

VIII. "CRAMDOWN" FOR IMPAIRED CREDITORS NOT ACCEPTING THE PLAN

In respect to any Class of Creditors Impaired but not accepting the Plan by the requisite majority in number or two-thirds in amount, the Debtor as proponents of this Plan requests the Court to find that the Plan does not discriminate unfairly and is fair and equitable in respect to each Class of Claims or interests that are Impaired under the Plan and that the Court confirm the Plan without such acceptances by the said Impaired Classes. The Debtor also requests that the Court establish a value for any assets, the value of which is in dispute between the Debtor and any Secured Creditor, at a valuation

hearing under Section 506 of the Bankruptcy Code, to be scheduled at the same time as the hearing on Confirmation of the Plan.

IX. EFFECT OF CONFIRMATION

A. Except as otherwise provided in this Plan, Confirmation vests all of the property of the Estate in the Debtor.

B. Injunction. As of the Confirmation Date, except as otherwise provided in the Plan, the Confirmation Order or other Orders of the Bankruptcy Court, all persons that have held, currently hold, or may hold a claim, equity interest, or other debt or liability that is treated pursuant to the terms of the Plan or that is otherwise enjoined pursuant to § 1141 of the Code, are enjoined from taking any of the following actions on account of any such claims, equity interests, debts or liabilities, other than actions brought to enforce obligations under the Plan: (i) commencing or continuing in any manner any action or other proceeding; (ii) enforcing, attaching, collecting, or recovering in any manner any judgment, award, decree or order; (iii) creating, perfecting, or enforcing any lien or encumbrance; (iv) asserting a setoff or right of recoupment of any kind against any debt, liability, or obligation; and/or (v) commencing or continuing, in any manner or in any place, any action that does not comply with or is inconsistent with the provisions of the Plan or the Confirmation Order. Notwithstanding the foregoing, the Plan does not release or waive any claims it may have against any party in interest.

IX. RELEASE OF TITLE TO PROPERTY

A. Vehicles and Personal Property. Upon the satisfaction or other discharge of a security interest in a motor vehicle or in any other personal property of the Estate in Bankruptcy for which the certificate of title is in the possession of the Secured

party, the Secured party shall within ten (10) days after demand and, in any event, within thirty (30) days of receipt of the payment in full pursuant to the Plan, execute a release of its security interest on the said title or certificate, in the space provided therefore on the certificate or as the Department/Division of Motor Vehicles prescribes, and mail or deliver the certificate and release to the Debtor. Confirmation of this Plan shall impose an affirmative and direct duty on each such Secured party to comply with the provisions of this paragraph. This provision shall be enforced in a proceeding filed before the Bankruptcy Court and each such Creditor consents to such jurisdiction by failure to file any timely objection to this Plan. Such an enforcement proceeding may be filed by the Debtor in this case either before or after the closing of this case. The Debtor specifically reserves the right to file a motion to reopen this case under Section 350 of Title 11 of the United States Code to pursue the rights and claims provided for herein. On information and belief, no creditor hold a security interest in the Debtor's vehicles or personal property.

B. Real Property. Upon the satisfaction or other discharge of a security interest in real property for which a Creditor holds a properly secured mortgage or deed of trust, the Secured party shall within thirty (30) days after demand or within thirty (30) days of payment in full pursuant to the Plan, submit for recording with the Clerk of Court for the applicable City or County a satisfaction and release of its security interest and lien, and mail or deliver the recorded satisfaction document or documents to the Debtor. Confirmation of this Plan shall impose an affirmative and direct duty on each such Secured party to comply with this provision. This provision shall be enforced in a proceeding filed before the Bankruptcy Court and each such Creditor consents to such

jurisdiction by failure to file any timely objection to this Plan. Such an enforcement proceeding may be filed by the Debtor in this case either before or after the closing of this case. The Debtor specifically reserves the right to file a motion to reopen this case under § 350(b) of Title 11 of the United States Code to pursue the rights and claims provided for herein including all remedies for damages and attorney fees under applicable State and Federal statutes.

X. APPLICATION OF PLAN PAYMENTS

A. All payments made by the Debtor shall be applied as indicated in the respective treatment for each Class of Creditor, or if no such application of payments is specified, then payments shall be applied to principal and interest on a monthly basis according to an amortization schedule proposed for each Creditor. In the event that a Creditor is entitled to costs and/or attorneys fees post-petition under Section 506(b) of the Code, such Creditor must file an application in accordance with the Code and/or Bankruptcy Rules pertaining to approval of costs and/or attorney fees prior to such costs and/or attorneys fees becoming part of the Creditor's Allowed Claim. Confirmation of the Plan shall impose an affirmative duty and legal obligation on the holders and/or the servicers of any Claims secured by liens, mortgages and/or deeds of trust to apply payments in the manner set forth in the Plan in accordance with Section 524(i).

B. Confirmation of the Plan shall impose a duty on the holders and/or servicers of Claims secured by liens on real property to apply the payments received from the Debtor to the month in which they were made under the Plan or directly by the Debtor, whether such payments are immediately applied to the loan or placed into some type of suspense account and to otherwise comply with 11 U.S.C. Section 524(i).

XI. RETENTION OF JURISDICTION

The Bankruptcy Court shall retain jurisdiction of these proceedings pursuant to and for the purposes set forth in §§ 105(a) and 1127 of the Code and, without limitation:

A. to determine any and all objections to the allowance of Claims and/or interests;

B. to determine any and all applications for allowance of compensation for periods prior to or after the Confirmation Date;

C. to determine any and all applications pending on the Confirmation Date for the rejection and disaffirmance or assumption or assignment of executory contracts and the allowance of any claim resulting therefrom;

D. to determine all controversies and disputes arising under or in connection with the Plan;

E. to determine all applications, adversary proceedings and litigated matters pending on the Confirmation Date;

F. to effectuate payments under, and performance of, the provisions of the Plan, including, but not limited to, any future sales of personal and/or real property retained by the Estate;

G. to determine such other matters and for such other purposes as may be provided for in the Confirmation Order;

H. to determine all disputes regarding property of the Estate;

I. to establish and adjust procedures for the orderly administration of the Estate;

J. to determine matters that are subject to proceedings duly removed to the Bankruptcy Court; and

K. to replace the Debtor-in-Possession with a Trustee for good cause shown.

XII. MISCELLANEOUS PROVISIONS

A. Survival of Terms. The covenants, representations and agreements made in this Plan shall survive the Confirmation Date and the transactions contemplated herein.

B. Successors Bound. This Plan shall on the Consummation Date be binding upon and inure to the benefit of the respective heirs, successors and assigns of the Debtor and the holders of Claims and interests.

C. Controlling Law. This Plan shall be read and construed and take effect in all respects in accordance with the law as set forth in the United States Bankruptcy Code and the Rules promulgated thereunder.

D. Further Assurances. If at any time, the Debtor shall consider, or be advised, that any further releases, assurances or documents are reasonably necessary or desirable to carry out the provisions of the Plan, and the transactions contemplated herein, the holders of Claims and the holders of Interests shall, upon reasonable request, execute and deliver any and all documents and assurances, and do all things necessary or appropriate to carry out fully the provisions hereof.

E. Incorporation of Disclosure Statement. All the terms and conditions of the Disclosure Statement are restated and incorporated herein by reference.

XVI. DISCHARGE

Upon completion of payments, the Debtor and the Estate will be discharged from all Claims and Liens expressly provided for in the Plan. Except as stated in Article III(C) of this Plan, the discharge will be fully effective against all Creditors regardless of whether they have voted to accept or reject the Plan and regardless of whether the Plan is confirmed by consent or by resort to the provisions of section 1129(b) of the Bankruptcy Code. However, even though no discharge will be entered until all payments are completed, the Debtor will seek to have the case closed upon substantial consummation under § 1101(2). Further, the Debtor will seek to have the case automatically re-opened pursuant to § 350(b) without the payment of a fee, upon the filing and service on all Creditors and the Bankruptcy Case Administrator, of a Notice of Completion of Plan Payments and Request for Entry of Discharge, allowing all parties fourteen (14) days to file a response.

DATED: November 13, 2018

Respectfully submitted,

BRINGING GOD'S WORD TO LIFE
MINISTRIES

By: /s/ Todd M. Ritter
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