

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF FLORIDA**

West Palm Beach Division

www.flsb.uscourts.gov

IN RE:

EDOUARD RENE JOSEPH,

Case No.: 14-20899-BKC-EPK

Debtor.

Chapter 11

_____ /

**DISCLOSURE STATEMENT FOR
PLAN OF REORGANIZATION
BY EDOUARD RENE JOSEPH
DATED May 11, 2016**

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**DISCLOSURE STATEMENT FOR CHAPTER 11 PLAN OF REORGANIZATION
BY EDOUARD RENE JOSEPH**

THE PLAN PROPONENT RESERVE THE RIGHT TO AMEND OR SUPPLEMENT
THIS PROPOSED DISCLOSURE STATEMENT AT OR BEFORE THE
CONFIRMATION HEARING.

I. INTRODUCTION

EDOUARD RENE JOSEPH, (hereinafter, the "Plan Proponent" or the "Debtor") provides this Disclosure Statement (the "Disclosure Statement") to all creditors of the Debtor in order to permit such creditors to make an informed decision in voting to accept or reject the Amended Chapter 11 Plan of Reorganization by the Plan Proponent (the "Plan") filed on **May 10, 2016** with the United States Bankruptcy Court for the Southern District of Florida (the "Bankruptcy Court") in connection with the above-captioned case (the "Chapter 11 Case"). A copy of the Plan is attached to this Disclosure Statement as Exhibit "A." Capitalized terms used herein but not otherwise defined has the meanings assigned to such terms in the Plan. Whenever the Words "include," "includes" or "including" are used in this Disclosure Statement, he are deemed to be followed by the words "without limitation."

The Disclosure Statement is presented to certain holders of Claims against or Interests in Debtor in accordance with the requirements of section 1125 of the United States Bankruptcy Code, 11 U.S.C. §§ 101-1330 (the "Bankruptcy Code"). Section 1125 of the Bankruptcy Code requires that a disclosure statement provide information sufficient to enable a hypothetical and reasonable person, typical of the Debtor' creditors, to make an informed judgment whether to accept or reject the Plan. The Disclosure Statement may not be relied upon for any purpose other than that described above.

THE DISCLOSURE STATEMENT AND THE PLAN ARE AN INTEGRAL PACKAGE, AND HE MUST BE CONSIDERED TOGETHER FOR THE READER TO BE ADEQUATELY INFORMED. THIS INTRODUCTION IS QUALIFIED IN ITS ENTIRETY BY THE REMAINING PORTIONS OF THIS DISCLOSURE STATEMENT, AND THIS DISCLOSURE STATEMENT IN TURN IS QUALIFIED IN ITS ENTIRETY BY THE PLAN.

ANY REPRESENTATIONS OR INDUCEMENTS MADE TO SECURE YOUR ACCEPTANCE OF THE PLAN OTHER THAN AS CONTAINED IN THE DISCLOSURE STATEMENT AND ITS EXHIBITS SHOULD NOT BE RELIED UPON BY YOU IN ARRIVING AT YOUR DECISION, AND SUCH ADDITIONAL REPRESENTATIONS AND INDUCEMENTS SHOULD BE REPORTED TO COUNSEL FOR THE PLAN PROPONENT, WHO WILL IN TURN DELIVER SUCH INFORMATION TO THE BANKRUPTCY COURT FOR SUCH ACTION AS MAY BE APPROPRIATE.

THE INFORMATION CONTAINED IN THIS DISCLOSURE STATEMENT, INCLUDING ANY EXHIBITS CONCERNING THE FINANCIAL CONDITION OF DEBTOR AND THE OTHER INFORMATION CONTAINED HEREIN, HAS NOT BEEN SUBJECT TO AN AUDIT OR INDEPENDENT REVIEW EXCEPT AS EXPRESSLY SET FORTH HEREIN. ACCORDINGLY, THE PLAN PROPONENT ARE UNABLE TO WARRANT OR REPRESENT THAT THE INFORMATION CONCERNING DEBTOR OR HIS FINANCIAL CONDITION IS ACCURATE OR COMPLETE. THE PROJECTED INFORMATION CONTAINED IN THIS DISCLOSURE STATEMENT HAS BEEN PRESENTED FOR ILLUSTRATIVE PURPOSES ONLY, AND, BECAUSE OF THE UNCERTAINTY AND RISK FACTORS INVOLVED, ACTUAL RESULTS MAY NOT BE AS PROJECTED HEREIN.

ALTHOUGH AN EFFORT HAS BEEN MADE TO BE ACCURATE, THE PLAN PROPONENT DOES NOT WARRANT OR REPRESENT THAT THE INFORMATION CONTAINED IN THIS DISCLOSURE STATEMENT AND ITS EXHIBITS IS CORRECT. THE DISCLOSURE STATEMENT CONTAINS ONLY A SUMMARY OF THE PLAN. EACH CREDITOR IS STRONGLY URGED TO REVIEW THE PLAN PRIOR TO VOTING ON IT.

THE STATEMENTS CONTAINED IN THIS DISCLOSURE STATEMENT ARE MADE AS OF THE DATE OF THE DISCLOSURE STATEMENT UNLESS ANOTHER TIME IS SPECIFIED. THE DELIVERY OF THIS DISCLOSURE STATEMENT WILL NOT UNDER ANY CIRCUMSTANCES CREATE AN IMPLICATION THAT THERE HAS NOT BEEN ANY CHANGE IN THE FACTS SET FORTH SINCE THE DATE OF THE DISCLOSURE STATEMENT.

A STATEMENT OF THE ASSETS AND LIABILITIES OF DEBTOR AS OF THE DATE OF THE COMMENCEMENT OF THE CHAPTER 11 CASE IS ON FILE WITH THE CLERK OF THE BANKRUPTCY COURT AND MAY BE INSPECTED BY INTERESTED PARTIES DURING REGULAR BUSINESS HOURS.

THIS DISCLOSURE STATEMENT HAS BEEN PREPARED IN ACCORDANCE WITH SECTION 1125 OF THE BANKRUPTCY CODE AND NOT IN ACCORDANCE WITH FEDERAL OR STATE SECURITIES LAWS OR OTHER APPLICABLE NON-BANKRUPTCY LAW. ENTITIES HOLDING OR TRADING IN OR OTHERWISE PURCHASING, SELLING OR TRANSFERRING CLAIMS AGAINST, OR INTERESTS IN, THE DEBTOR SHOULD EVALUATE THIS DISCLOSURE STATEMENT ONLY IN LIGHT OF THE PURPOSE FOR WHICH IT WAS PREPARED.

THIS DISCLOSURE STATEMENT HAS NOT BEEN APPROVED OR DISAPPROVED BY THE SECURITIES AND EXCHANGE COMMISSION NOR HAS SUCH COMMISSION PASSED UPON THE ACCURACY OR ADEQUACY OF THE STATEMENTS CONTAINED HEREIN.

THIS DISCLOSURE STATEMENT WILL NOT BE CONSTRUED TO BE ADVICE ON THE TAX, SECURITIES OR OTHER LEGAL EFFECTS OF THE PLAN. EACH CREDITOR SHOULD, THEREFORE, CONSULT WITH ITS OWN LEGAL, BUSINESS, FINANCIAL, AND TAX ADVISERS AS TO ANY SUCH MATTERS CONCERNING THE SOLICITATION, THE PLAN OR THE TRANSACTIONS CONTEMPLATED THEREBY.

Pursuant to the Bankruptcy Code, the Plan was filed with the Bankruptcy Court on **May 10, 2016** and this Amended Disclosure Statement was filed thereafter. The Bankruptcy Court will schedule a hearing on approval of this Disclosure Statement and on confirmation of the Plan (the "Confirmation Hearing") to be held at the United States Bankruptcy Court for the Southern District of Florida, Courtroom B, Flagler Waterview Building, 1515 N. Flagler Drive, West Palm Beach, Florida. At the Confirmation Hearing, the Bankruptcy Court will consider whether this Disclosure Statement and the Plan satisfy the requirements of the Bankruptcy Code, including whether the Plan is in the best interests of the claimants.

To obtain, at your cost, additional copies of this Disclosure Statement or of the Plan, please contact Merrill PA, Attn: David Lloyd Merrill, Esq., Trump Plaza Office Center, S. Flagler Drive, Fifth Floor, West Palm Beach, Florida 33401, Phone: +1.561.877.1111.

A Overview of the Plan

THE FOLLOWING IS A BRIEF SUMMARY OF THE TREATMENT OF CLAIMS AND INTERESTS UNDER THE PLAN. THE DESCRIPTION OF THE PLAN SET FORTH BELOW CONSTITUTES A SUMMARY ONLY AND IS QUALIFIED, IN ITS ENTIRETY, BY THE PLAN AND THE PLAN DOCUMENTS. CREDITORS AND OTHER PARTIES IN INTEREST ARE URGED TO REVIEW THE MORE DETAILED DESCRIPTION OF THE PLAN CONTAINED IN SECTION IV OF THIS DISCLOSURE STATEMENT AND THE PLAN ITSELF. THE PLAN IS ATTACHED AS EXHIBIT A TO THIS DISCLOSURE STATEMENT. IN THE EVENT OF ANY INCONSISTENCY BETWEEN THIS DISCLOSURE STATEMENT AND THE PLAN, THE PLAN CONTROLS.

Chapter 11 is the chapter of the Bankruptcy Code primarily used for business reorganization. The fundamental purpose of a chapter 11 case is to formulate a plan to restructure a Debtor' finances so as to maximize recoveries to its creditors. With this purpose in mind, businesses sometimes use chapter 11 as a means to conduct asset sales and other forms of liquidation. Whether the aim is reorganization or liquidation, a chapter 11 plan sets forth and governs the treatment and rights to be afforded to creditors and stockholders with respect to his claims against and equity interests in a Debtor' bankruptcy estate.

The Plan divides the Claims against and Interests in Debtor into Classes. Certain Claims — in particular, Administrative Claims— remain unclassified in accordance with section 1123(a)(1) of the Bankruptcy Code. The Plan assigns all other Claims and Interests as described below.

Class	Description	Status	Voting Status
Class 1	Allowed Secured Claim of Ocwen re: 10519 Pine Tree Terrace	Impaired	Entitled to Vote
Class 2	Allowed Unsecured Claim of ClearSpring re: 10519 Pine Tree Terrace	Impaired	Entitled to Vote in Class 5
Class 3	Allowed Unsecured Claim of Pine Tree re: 10519 Pine Tree Terrace	Impaired	Entitled to Vote in Class 5
Class 4	Allowed Internal Revenue Service Claims	Impaired	Entitled to Vote
Class 5	Allowed General Unsecured Claims	Impaired	Entitled to Vote

Administrative claims shall be paid as follows: To Merrill PA \$8,000.00 (ESTIMATED) payable over 12 months at \$666.67 per month. All other administrative claims has been or will be paid in full prior to confirmation.

B. Voting Instructions

The Bankruptcy Code entitles only holders of Impaired Claims or Equity Interests who receive some distribution under a proposed plan to vote to accept or reject that plan. Holders of Claims or Equity Interests that are unimpaired under a proposed plan are conclusively presumed to have accepted that plan and are not entitled to vote on it. Holders of classes of Claims or Equity interests that will receive no distributions under a proposed plan are conclusively presumed to reject that plan and, therefore, also not entitled to vote on it. Holders of Claims valued at an unknown amount, including holders of Disputed Claims, shall not be entitled to vote on the Plan, except as provided below.

II. BACKGROUND OF DEBTOR

The Debtor owns and manages Prince Development, LLC, a Florida product sales and independent contractor firm.

III. THE CHAPTER 11 CASE

A. Commencement of the Chapter 11 Case

Prior to the Debtor filing for Chapter 11 bankruptcy protection on May 13, 2014 (the "Petition Date"), the Debtor had enjoyed a business as an independent contractor and product sales company; market forces reduced the ability to maintain the accounts he previously had, creating a negative cash flow that was not sustainable by the Debtor. It was these difficulties that caused the need for the filing of this case. In deciding to seek reorganization, the Debtor considered access to financing as well as his ability to maintain the company on a going-forward basis based upon that analysis decided to reorganize

his finances in order to restructure debt and streamline business operations.

B. Retained Professionals

The Bankruptcy Court authorized the Debtor to retain certain professionals in connection with the Chapter 11 Case. Specifically Debtor retained, and the Bankruptcy Court approved, the retention of Merrill PA as general bankruptcy counsel.

C. The Claims Process

The Bankruptcy Code provides a procedure for all persons who believe he has a claim against a debtor to assert such claims, so that such claimant can receive distributions from the debtor's bankruptcy case. The bankruptcy court establishes a "bar date" — a date by which creditors must file his claims, or else such creditors will not participate in the bankruptcy case or any distribution. After the filing of all claims, the debtor evaluates such claims and can raise objections to them. These claims objections allow the debtor to minimize claims against it, and thereby maximize the recovery to creditors. The deadline for filing proofs of Claims against Debtor, other than claims of governmental units and Administrative Claims, was October 13, 2015 (the "General Bar Date").

The Debtor has been reviewing, analyzing and resolving Claims on an ongoing basis as part of the claims reconciliation process. There appear to be no disputed, unliquidated or contingent claims at this time and therefore all claims scheduled or for which a previous Proof of Claim was filed are to be deemed Allowed claims. Nonetheless, the actual ultimate aggregate amount of Allowed Claims may differ significantly from the amounts used for the purposes of Debtor' estimates. Accordingly, the distribution amount that will ultimately be received by any particular holder of an Allowed Claim may be adversely affected by the outcome of the claims resolution process.

IV. CHAPTER 11 PLAN

THE FOLLOWING IS A BRIEF SUMMARY OF THE MORE SIGNIFICANT MATTERS CONTEMPLATED BY OR IN CONNECTION WITH THE CONFIRMATION OF THE PLAN. THUS, THE FOLLOWING SUMMARY IS QUALIFIED IN ITS ENTIRETY BY THE PLAN, WHICH IS ATTACHED TO THIS DISCLOSURE STATEMENT AS EXHIBIT A. THIS SUMMARY ONLY HIGHLIGHTS CERTAIN SUBSTANTIVE PROVISIONS OF THE PLAN. CONSIDERATION OF THIS SUMMARY WILL NOT, NOR IS IT INTENDED TO, YIELD A THOROUGH UNDERSTANDING OF THE PLAN. SUCH CONSIDERATION IS NOT A SUBSTITUTE FOR A FULL AND COMPLETE READING OF THE PLAN. ALL HOLDERS OF CLAIMS AND INTERESTS ARE URGED TO REVIEW THE PLAN CAREFULLY. THE PLAN, IF CONFIRMED, WILL BE BINDING ON DEBTOR AND ALL HOLDERS OF CLAIMS AND INTERESTS.

A. Plan Overview

The Debtor believes that confirmation of the Plan provides the best opportunity for maximizing recoveries for its creditors. Moreover, the Debtor believes, and will

demonstrate to the Court, that creditors will receive not less than the amount that he would receive in a liquidation under Chapter 7 of the Bankruptcy Code.

B. Unclassified Claims

The following Administrative Claims, Priority Tax Claims and United States Trustee's Fees are Unimpaired under the Plan and will be treated as follows.

Allowed Administrative Claims shall be paid upon the date on which such Claims become due in the ordinary course, in accordance with the terms and conditions of any agreement relating thereto or upon such other dates and terms as may be agreed upon by the holders of such Allowed Administrative Claims. All other holders of Allowed Administrative Claims (with the exception of the professionals who will be paid 100% of the amount allowed by the Bankruptcy Court upon application to the Bankruptcy Court and those Claims otherwise specifically dealt with in the Plan) shall be paid 100% of his respective Allowed Administrative Claims in cash, unless otherwise ordered by the Bankruptcy Court, upon the latter of (i) the Effective Date, or, (ii) the date on which an order approving payment of such Administrative Claim becomes a Final Order.

Except to the extent that a holder of an Allowed Priority Tax Claim under section 507(a)(8) of the Code has been paid by the Debtor prior to the Effective Date or agrees to a different treatment, each holder of an Allowed Priority Tax Claim shall be paid in the ordinary course of Debtor' business on the date of assessment of such Claim.

The Reorganized Debtor shall pay the United States Trustee the appropriate sum required pursuant to 28 U.S.C. §1930(a)(6) through Confirmation on the Effective Date. The Reorganized Debtor shall further pay the United States Trustee the appropriate sum required pursuant to 28 U.S.C. §1930(a)(6) for post-confirmation periods within the time periods set forth in 28 U.S.C. §1930(a)(6), until the earlier of the closing of this Case by the issuance of a Final Decree by the Court, or upon entry of an order of this Court dismissing this Case, or converting this Case to another chapter under the Code, and the Reorganized Debtor shall provide to the United States Trustee upon the payment of each post-confirmation payment an appropriate affidavit indicating disbursement for the relevant periods.

C. Treatment of Claims and Interests

1 Class 1 — Allowed Secured Ocwen Loan Servicing (“Ocwen”) Claim re: 10519 Pine Tree Terrace, Boynton Beach, FL (Impaired and entitled to vote to accept or reject plan)

(a) Definition of Class 1 — Allowed Secured Ocwen Claim re: 10519 Pine Tree Terrace, Boynton Beach, FL

Class 1 consists of the Allowed Secured First Lien Claim of Ocwen in the amount of \$1,447,928.00 secured by the Debtor's single family property located at 10519 Pine Tree Terrace, Boynton Beach, FL.

(b) Treatment of Class 1 — Allowed Secured Ocwen Claim re: 10519 Pine Tree Terrace, Boynton Beach, FL

The Debtor is utilizing the Mortgage Modification Mediation (“MMM”) program. To the extent the appropriate motions are filed and orders entered, the Parties (Defined as the Class 1 Creditor and the Debtor) shall timely comply with all requirements of the Order of Referral to MMM and all Administrative Orders and Local Rules regarding MMM. While the MMM is pending and until the trial/interim payment plan or the permanent mortgage modification/permanent payment is established by the parties, the Debtor and Creditor may agree upon the payment of a good faith adequate protection payment to the Class 1 Creditor based upon a 40 year payout at 5.5% based upon the value of the Property reflected on the Debtor’s Schedules as filed on the petition Date. Until the MMM is completed and the Final Report of Loan Mitigation Mediator is filed, any objection to the Lender’s Proof of Claim, if any, on the real property described above shall be held in abeyance as to the regular payment and mortgage arrearage stated in the Proof of Claim only. The Debtor shall assert any and all other objections to the Proof of Claim prior to confirmation of the plan or modified plan. If the Debtor, co-obligor/co-borrower or other third party (if applicable) and the Class 1 Creditor agree to a settlement as a result of any pending MMM, the Debtor will file a Motion to Approve Loan Mitigation Agreement with Class 1 Creditor no later than 14 calendar days following settlement. Once the settlement is approved by the Court, the Order thereon will be deemed to control and serve as the means by which this Class will be paid and the Lender shall have leave to amend its Proof of Claim to reflect the settlement reached. The parties will then timely comply with any and all requirements necessary to complete the settlement. In the event the Debtor receives any financial benefit from the Class 1 Creditor as part of any agreement, the Debtor shall immediately disclose the financial benefit to the Court and all interested parties. If the Class 1 Creditor and the Debtor fail to reach a settlement, then the Debtor may opt to either surrender the property or provide for an alternative payment structure either as agreed between the parties or as directed by this Court; within 14 days after the Final Report of the Loan Modification Mediator is filed, the Debtor will have the right to elect that the real property will be surrendered in which case the Class 1 Creditor will have *in rem* relief from the automatic stay as to the real property being surrendered. Notwithstanding the foregoing, the Class 1 Creditor may file a motion to confirm that the automatic stay is not in effect as to the real property if the terms herein are not complied with. Confirmation of the plan will be without prejudice to the *in rem* assertion of any rights the Class 1 Creditor has to address payment of its Proof of Claim to the extent not modified in accordance with the above. The Class 1 Claim is impaired.

2. Class 2 — Allowed Unsecured ClearSpring Loan Services (“ClearSpring”) Claim re: 10519 Pine Tree Terrace, Boynton Beach, FL (Impaired and entitled to vote to accept or reject plan in Class 5)

(a) Definition of Class 2 — Allowed Unsecured ClearSpring Claim re: 10519 Pine Tree Terrace, Boynton Beach, FL

Class 2 consists of the Allowed Unsecured Second Claim of ClearSpring in the amount of \$327,501.59.

(b) Treatment of Class 2 — Allowed Unsecured ClearSpring

Claim re: 10519 Pine Tree Terrace, Boynton Beach, FL

The second lien held by ClearSpring and its successors and/or assigns appears to be 100% unsecured and is anticipated to be bifurcated and will be treated as a general unsecured claim in Class 5. A Motion to Value will be filed contemporaneously with this Plan and Disclosure Statement. The Class 2 Claim is impaired.

3. Class 3 — Allowed Unsecured Pine Tree Country Club Estates (“Pine Tree”) Claim re: 10519 Pine Tree Terrace, Boynton Beach, FL (Impaired and entitled to vote to accept or reject plan in Class 5)

(a) Definition of Class 3 — Allowed Unsecured Pine Tree Claim re: 10519 Pine Tree Terrace, Boynton Beach, FL

Class 3 consists of the Allowed Unsecured Claim of Pine Tree in the amount of \$5,478.41 for prepetition assessments.

(b) Treatment of Class 3 — Allowed Unsecured Pine Tree Claim re: 10519 Pine Tree Terrace, Boynton Beach, FL

The prepetition lien held by Pine Tree appears to be 100% unsecured and is anticipated to be bifurcated and will be treated as a general unsecured claim in Class 5. A Motion to Value will be filed contemporaneously with this Plan and Disclosure Statement. The Class 3 Claim is impaired.

4 Class 4 — Allowed Internal Revenue Service Claims (Impaired and entitled to vote to accept or reject the Plan)

(a) Definition of Class 4 — Allowed Internal Revenue Service Claims

Class 4 consists of the claims of the Internal Revenue Service.

(b) Treatment of Class 4 — Allowed Taxing Authority Claims

On the Effective Date, the Internal Revenue Service (“IRS”) will be treated as per the below and future tax claims will be paid as they come due in compliance with 11 U.S.C. §1129(a)(9). Class 4 claims are impaired.

On the Effective Date, the IRS will receive \$320.47 in month 1 of the Plan. The total payment to the Internal Revenue Service is \$320.47 in compliance with 11 U.S.C. §1129(a)(9)(c). The remaining amount of \$154.89 shall be treated as a general unsecured claim. All tax returns have been timely filed. Class 4 claims are impaired.

5 Class 5 — Allowed General Unsecured Claims (impaired and entitled to vote to accept or reject plan)

(a) Definition of Class 5 — Allowed General Unsecured Claims

Class 5 consists of the Allowed General Unsecured claims herein as defined pursuant to 11 U.S.C. §502. Class 5 Claims are impaired.

(b) Treatment of Class 5 Allowed General Unsecured Claims

On the Effective Date, holder of a Class 5 Claim will be paid 2.59% of their claim. Class 5 Claims are anticipated to total \$385,900.64 and will be paid a total of \$10,000.00 on a *pro rata* basis payable \$166.67 monthly beginning in month 1 through Month 60 of the Plan. The Debtor is, as required by 11 U.S.C. §1129(a)(15), committing his disposable income to the Plan over a five year period as is more fully detailed in Exhibit C below. In the event the holder of an allowed unsecured claim objects to confirmation of the plan, the value of the property to be distributed under the plan will not be less than the projected disposable income of the Debtor (as defined in 11 U.S.C. §1325(b)(2)) to be received during the five 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. In the event any secured or administrative claims are paid in full prior to month 60, payment in the amount of the secured or administrative claim will be paid to general unsecured commencing the month after such full payment and in an amount equaling at least 90% of the prior payment made to such secured or administrative claimant.

D. Distributions Under the Plan

Subject to Rule 9010, and except as otherwise provided in the Plan, all distributions under the Plan shall be made monthly by the Reorganized Debtor to the holder of each Allowed Claim or Allowed Equity Interest at the address of such holder as listed on the Schedules and/or Proof of Claim as of the Effective Date unless the Debtor or Reorganized Debtor has been notified in writing of a change of address, including by the filing of a proof of Claim by such holder that provides an address different from the address reflected on the Schedules.

Any payment of Cash made by the Reorganized Debtor pursuant to the Plan shall be made on a monthly basis by check drawn on a domestic bank or by wire transfer. Any payment or distribution required to be made under the Plan on a day other than a Business Day shall be made on the next succeeding Business Day.

When any distribution on account of an Allowed Claim pursuant to the Plan would otherwise result in a Distribution that is not a whole number, the actual distribution shall be rounded as follows: fractions of 1/2 or greater shall be rounded to the next higher whole number and fractions of less than 1/2 shall be rounded to the next lower whole number. Cash to be distributed pursuant to the Plan shall be adjusted as necessary to account for the rounding provided in Section 6.02(f) of the Plan.

Any distributions of Cash or other property under the Plan that is unclaimed for a period of six (6) months after the date paid shall constitute Unclaimed Funds and any entitlement of any holder of any Claim to such distributions shall be extinguished

and forever barred.

Unless otherwise provided herein, all Initial Distributions and deliveries to be made on the Effective Date shall be made on that date ("Initial Distribution Date"). Subsequent distributions shall be made in accordance with the terms set forth in the Plan.

The Effective Date of the Plan shall be 15 days after entry of a final, non-appealable Confirmation Order.

1. Objections to Claims

Subject to applicable law, from and after the Effective Date, the Reorganized Debtor will have the authority to file, settle, compromise, withdraw, arbitrate or litigate to judgment objections to Claims pursuant to applicable procedures established by the Bankruptcy Code, the Bankruptcy Rules and the Plan. Any and all objections to any claim must be filed prior to the Objection Deadline, or as otherwise ordered by the Court, or with respect to rejection claims, prior to the Objection to Rejection Claims Deadline. An Objection to the allowance of a Claim or Interest will be in writing and may be filed with the Bankruptcy Court by the Debtor or the Reorganized Debtor, at any time on or before the applicable claim objection deadline. The failure by the Debtor to object to any Claim or Interest for voting purposes will not be deemed a waiver of the right to object to, or re-examine, any such Claim in whole or in part.

2. Distributions Withheld for Disputed Claims

On the Initial Distribution Date and each subsequent distribution date, the Reorganized Debtor shall reserve from the Distributions to be made on such dates to the holders of Allowed Claims, an amount equal to One Hundred Percent (100%) of the Distributions to which holders of Disputed Claims would be entitled under the Plan as of such dates if such Disputed Claims were Allowed Claims in his Disputed Claim Amounts or as estimated by the Debtor or the Court in accordance with Section 6.07 of the Plan (the "Disputed Claims Reserve").

3. Distribution Upon Allowance of Disputed Claims

Except as specifically provided, the holder of a Disputed Claim that becomes an Allowed Claim subsequent to the any Distribution Date shall receive distributions of Cash and any other consideration from the Disputed Claims Reserve from the Reorganized Debtor upon the subsequent distribution date following the date on which such Disputed Claim becomes an Allowed Claim pursuant to a Final Order. Such Distributions shall be made in accordance with the Plan. The Debtor does not anticipate filing any claim objections except as to the Internal Revenue Service as set forth above.

4. Expenses of Disputed Claims Reserve

Except as otherwise ordered by the Court, the amount of any reasonable expenses incurred by the Reorganized Debtor on or after the Effective Date with respect to the Disputed Claims shall be paid by the Reorganized Debtor upon

approval by the Court

E. Executory Contracts and Unexpired Leases

The Code grants the Debtor the power, subject to the approval of the Court, to assume or reject executory contracts and unexpired leases. If an executory contract or unexpired lease is rejected, the other party to the agreement may file a claim for damages incurred by reason of the rejection. In the case of rejection of leases of real property, such damage claims are subject to certain limitations imposed by the Code.

Pursuant to sections 365(a) and 1123(b)(2) of the Code, all executory contracts and unexpired leases between the Debtor and any Person shall be deemed rejected by the Reorganized Debtor as of the Effective Date, except for any executory contract or unexpired lease (i) which is provided for or referred to above in Section IV(c). or that previously has been assumed or rejected pursuant to an order of the Court entered prior to the Effective Date, (ii) as to which a motion for approval of the assumption or rejection of such executory contract or unexpired lease has been filed and served prior to the Effective Date. The Debtor is not aware of any leases affected by this provision.

1. Bar Date for Filing Claims Relating to Executory Contracts and Unexpired Leases Rejected Pursuant to the Plan

There are no executory contracts or leases that has been rejected in this case. However to the extent that any claimant believes that he hold an executory contract or unexpired lease, claims arising out of the rejection of the same must be filed with the Court and/or served upon the Debtor or the Reorganized Debtor or as otherwise may be provided in the Confirmation Order, by no later than thirty (30) days after the later of (i) notice of entry of an order approving the rejection of such executory contract or unexpired lease, (ii) notice of entry of the Confirmation Order, and (iii) notice of an amendment to the Assumption List. Any Claim not filed within such time will be forever barred from assertion against the Debtor, his Estate, the Reorganized Debtor and his property. Unless otherwise ordered by the Court, all Claims arising from the rejection of executory contracts and unexpired leases shall be treated as Unsecured Claims under the Plan. The Debtor shall reserve funds for claims arising out of the rejection of an executory contract or unexpired lease pursuant to the Plan.

F. Modification/Revocation of the Plan

Subject to the restrictions on Plan modifications set forth in section 1127 of the Bankruptcy Code, the Debtor reserve the right to alter, amend or modify the Plan before its substantial consummation.

The Debtor further reserve the right to revoke or withdraw the Plan prior to the Confirmation Date. If the Debtor revoke or withdraw the Plan prior to the Confirmation Date, then the Plan shall be deemed null and void. Such withdrawal or revocation shall not prejudice the any rights of the Debtor. In such event, nothing contained herein

shall constitute or be deemed a waiver or release of any Claims or Actions by or against the Debtor or any other Person, an admission against interests of the Debtor, nor shall it prejudice in any manner the rights of the Debtor or any Person in any further proceedings involving the Debtor.

The Debtor may modify the Plan and any time before the confirmation of the Plan. However the Court may require a new disclosure statement and/or revoting on the Plan. Moreover any sale or refinancing of any property set forth in Section IV above will need to be approved by the Court.

Upon request of the Debtor, the United States trustee, or 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, to (1) increase or reduce the amount of payments under the Plan on claims of a particular class, (2) extend or reduce the time period for such payments, or (3) 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.

G. Effect of Confirmation

The Plan shall be binding upon and inure to the benefit of the Debtor, the holders of Claims and Equity Interests, and his respective successors and assigns, including, without limitation, the Reorganized Debtor.

1. Continued Corporate Existence

The Debtor is an individual. In that capacity he will, following the Effective Date, be permitted to engage in business free of any restrictions imposed by the Bankruptcy Code, the Bankruptcy Rules or by the Court, subject only to the terms and conditions of the Plan and the Confirmation Order.

2. Vesting of Assets

Except as otherwise provided in the Plan and the Confirmation Order, on the Effective Date, Reorganized Debtor shall be vested with all of the property of the Estate free and clear of all Claims, liens, encumbrances, charges, and other interests, including but not limited to that of holders of Claims and holders of equity interests. The Reorganized Debtor shall assume all of the Debtor' rights, obligations and liabilities under the Plan.

3. Final Decree

Once the estate has been fully administered, as provided in Fed. R. Bankr. P. 3022, the plan Proponent, or such other party as the Court shall designate in the Plan Confirmation order, shall file a motion with the Court to obtain a final decree to close the case.

H. Discharge, Exculpation, Injunction, Release and Limitation of Liability

1. Discharge of Debtor

Except as otherwise provided herein or in the Confirmation Order, the rights afforded herein and the treatment of all Claims and equity interests herein shall be in exchange for and in complete satisfaction, discharge and release of Claims and equity interests of any nature whatsoever, including any interest accrued on such Claims from and after the Commencement Date, against the Debtor and the Debtor in Possession, the Estate, any of the assets or properties under the Plan. Confirmation of this Plan does not discharge any debt provided for in this Plan until the court grants a discharge on completion of all payments under this Plan, or as otherwise provided in § 1141(d)(5) of the Code. The Debtor will not be discharged from any debt excepted from discharge under § 523 of the Code, except as provided in Rule 4007(c) of the Federal Rules of Bankruptcy Procedure.

2. Injunction Related to Discharge

Except as otherwise expressly provided in the Plan, the Confirmation Order or a separate order of the Court, all Persons who has held, hold or may hold Claims against the Debtor are permanently enjoined, on and after the Effective Date, from (i) commencing or continuing in any manner any action or other proceeding of any kind with respect to any such Claim, (ii) enforcing, attaching, collecting or recovering by any manner or means of any judgment, award, decree or order against the Debtor on account of any such Claim, (iii) creating, perfecting or enforcing any Lien or asserting control of any kind against the Debtor or against the property or interests in property of the Debtor on account of any such Claim, and (iv) asserting any right of setoff, subrogation or recoupment of any kind against any obligation due from the Debtor or against the property or interests in property of the Debtor on account of any such Claim.

3. Injunction Against Interference with the Plan

Upon the entry of a Confirmation Order with respect to the Plan, all holders of Claims and Equity Interests and other parties in interest, along with his respective present or former employees, agents, officers, directors, or principals, shall be enjoined from taking any actions to interfere with the implementation or consummation of the Plan, except with respect to actions any such entity may take in connection with the pursuit of appellate rights.

4. Votes Solicited in Good Faith

The Plan Proponent has, and upon confirmation of the Plan shall be deemed to have, solicited acceptances of the Plan in good faith and in compliance with the applicable provisions of the Bankruptcy Code, and on account of such solicitation will not, be liable at any time for the violation of any applicable law, rule, or regulation governing the solicitation of acceptances or rejections of the Plan.

5. Term of Bankruptcy Injunction or Stay

All injunctions or stays provided for in the Case under sections 105 or 362 of the Code, or otherwise, and in existence on the Confirmation Date, shall remain in full force and effect until the Effective Date.

I Retention of Jurisdiction

The Court shall have exclusive jurisdiction of all matters arising out of, and related to, the Case and the Plan pursuant to, and for the purposes of, sections 105(a) and 1142 of the Code and for, among other things, the following purposes:

(a) to hear and determine pending applications for the assumption or rejection of executory contracts or unexpired leases, if any are pending, and the allowance of Claims resulting, therefrom;

(b) to determine any and all adversary proceedings, motions, applications and contested matters, and other litigated matters pending on the Confirmation Date;

(c) to hear and determine all Actions, including, without limitation, Actions commenced by the Debtor or any other party in interest with standing to do so, pursuant to sections 505, 542, 543, 544, 545, 547, 548, 549, 550, 551, and 553 of the Code, collection matters related thereto, and settlements thereof;

(d) to hear and determine any objections to or the allowance, classification, priority, compromise, estimation or payments of any Administrative Claims, Claims or Equity Interests;

(e) to ensure that Distributions to holders of Allowed Claims are accomplished as provided in the Plan;

(f) to enter and implement such orders as may be appropriate in the event the Confirmation Order is for any reason stayed, revoked, modified or vacated;

(g) to issue such orders in aid of execution and consummation of the Plan, to the extent authorized by section 1142 of the Code;

(h) to consider any amendments to or modifications of the Plan, to cure any defect or omission, or to reconcile any inconsistency in the Plan, the Plan Supplement, or any order of the Court, including, without limitation, the Confirmation Order;

(i) to hear and determine all applications for compensation and reimbursement of expenses of Professionals under sections 330, 331, and 503(b) of the Code;

(j) to hear and determine disputes arising in connection with the interpretation, implementation or enforcement of the Plan;

(k) to recover all Assets of the Debtor and Property of the Estate, wherever located;

(l) to enforce the Plan, the Confirmation Order and any other order, judgment, injunction or ruling entered or made in the Case, including, without limitation, the discharge, injunction, exculpation and releases provided for in the Plan;

(m) to take any action and issue such orders as may be necessary to construe, enforce, implement, execute, and consummate the Plan or to maintain the integrity of the Plan following consummation;

(n) to hear and determine matters concerning state, local and federal taxes in accordance with sections 346, 505, and 1146 of the Code (including, but not limited to, an expedited determination under section 505(b) of the Code of the tax liability of the Debtor for all taxable periods through the Effective Date for all taxable periods of the Debtor through the liquidation and dissolution of such entity);

(o) to enter and implement orders and to take such other actions as may be necessary or appropriate to restrain interference by any Person or Entity with the consummation or implementation of the Plan, including, without limitation, to issue, administer, and enforce injunctions, releases, assignments, or indemnity obligations contained in the Plan and the Confirmation Order;

(p) to hear any other matter not inconsistent with the Code; and

(q) to enter a final decree closing the Case; provided however, that nothing in the Plan shall divest or deprive any other court or agency of any jurisdiction it may have over the Reorganized Debtor under applicable environmental laws.

J. Transfers Within Two Years Prior to Petition

The Reorganized Debtor shall retain any and all claims against third-parties, including all claims arising under Chapter 5 of the Bankruptcy Code, including any and all avoidance actions or actions based on fraudulent or preferential transfers that are not dealt with under this Plan. The Debtor is not aware of any such causes of action.

K. Properties Owned by the Debtor without any Liens

None.

L. Reservation of Rights Under Sections 1141(d)(5) and 350(a)

The Debtor reserves the right, after confirmation, to seek the closing of this bankruptcy proceeding prior to the entry of an Order of Discharge, upon the payment of the initial payment under this Plan, payment of all outstanding quarterly United States Trustees Fees, and the filing of any outstanding federal income tax returns. Such a request may be granted only upon notice and hearing, with notice to all creditors and interested parties. If such request is granted, then upon the satisfaction of all payments required to be paid inside the Plan, the Debtor may file a motion to reopen this bankruptcy proceeding, pursuant to 11 U.S.C. § 350(b), and the Court may then grant the Debtor a discharge, pursuant to 11 U.S.C. § 1141(d)(5). This paragraph only preserves the Debtor's right to seek the relief described above and does not conclusively grant such

relief. Creditors' and interested parties' rights to object to such relief shall similarly be preserved until such time as it is requested by the Debtor after confirmation.

V. CONFIRMATION OF THE PLAN

A. Confirmation Hearing

The Bankruptcy Court shall schedule the Confirmation Hearing to consider approval of this Disclosure Statement and confirmation of the Plan before the Honorable Erik P. Kimball, Judge for the United States Bankruptcy Court for the Southern District of Florida, located at the United States Bankruptcy Court, 1515 N. Flagler Drive, West Palm Beach, Florida. The Confirmation Hearing may be adjourned from time to time without notice except as given at the Confirmation Hearing or any subsequent adjourned Confirmation Hearing. The Bankruptcy Court shall set forth a deadline to file objections, if any, to the approval of this Disclosure Statement or the confirmation of the Plan.

Any objection to Confirmation must be in writing and specify in detail the name and address of the objector, all grounds for the objection and the amount of the Claim. Any such objection must be filed with the Court and serviced so that it is received by the Bankruptcy Court and the following parties on or before the deadline set by the Bankruptcy Court:

Merrill PA
Attn: David Lloyd Merrill, Esq.
Trump Plaza Office Center
525 S. Flagler Drive, Fifth Floor
West Palm Beach, Florida 33401
Phone: +1.561.877.1111

-and-

Ariel Rodriguez, Esq.
Office of the U.S. Trustee
51 SW First Avenue, Room 1204
Miami, FL 33130
Phone: (305) 536-7285

B. Confirmation Standards and Solicitation of Votes

For a plan to be confirmed, the Bankruptcy Code requires, among other things, that a plan be proposed in good faith and comply with the applicable provisions of chapter 11 of the Bankruptcy Code. At the Confirmation hearing, the Bankruptcy Court will determine, among other things, whether the Plan has been accepted by each Impaired Class of Creditors. Under Section 1126 of the Bankruptcy Code, an Impaired Class is deemed to have accepted the Plan if at least two-thirds in amount and more than one-half in number of Allowed Claims in such Class voting to accept or reject the Plan has voted in favor of acceptance.

There are two methods by which the Plan can be confirmed: (i) the "acceptance" method in which all Impaired Classes has voted to accept the Plan as described above; and (ii) the "cram-down" method, in which the Plan is not accepted by one or more of the Impaired Classes, provided the Bankruptcy Court finds that the Plan does not discriminate unfairly and is fair and equitable to such Class or Classes. For a Plan to be confirmed under the "non-acceptance" method, it must be accepted by at least one Class of Claims or Interests that is Impaired by the Plan. The Debtor may choose to rely upon the "non-

acceptance” method to seek Confirmation of the Plan, if it is not accepted by all Impaired Classes of Creditors.

Section 1129(b) of the Bankruptcy Code provides that the Bankruptcy Court may confirm the Plan notwithstanding its rejection by one or more Impaired Class if the Bankruptcy Court finds that the Plan is fair and equitable with respect to each Impaired Class that does not accept the Plan. With respect to Classes of Secured Creditors, the fair and equitable test requires that a Secured Creditor (i) retain its lien or liens and receive cash payments having a present value equal to its Allowed Secured Claim; (ii) receive the proceeds from the sale of its collateral, or (iii) realize the indubitable equivalent of its Claim. With respect to a Class of Unsecured Claims, the fair and equitable test requires that if each Claimant in such Class does not receive property having a present value equal to the amount of such Claimant’s Allowed Claim, no junior class can receive any property on account of such junior Claim or Interest. If the Bankruptcy Court orders Confirmation of the Plan, then pursuant to Section 1141(d)(5)(A) of the Bankruptcy Code, the Debtor is discharged from all pre-Confirmation debts except as is provided in the Plan, upon completion all payments required under the Plan.

Notwithstanding the foregoing, pursuant to Section 1141(d)(5)(B) of the Bankruptcy Code, the Debtor reserves the right, upon notice and a hearing, to seek an earlier discharge in the event that the Debtor actually distributes to Allowed Unsecured Creditors the value, as of the Effective Date, of property under the Plan that is greater than the amount that would have been paid on such claim if the estate of the Debtor had been liquidated under Chapter 7 of the Bankruptcy Code. Confirmation makes the Plan binding on the Debtor, all Creditors, Interest Holders, and other parties in interest regardless of whether he voted to accept or reject the Plan.

The Bankruptcy Court will confirm a plan only if it finds that all of the requirements enumerated in section 1129 of the Bankruptcy Code has been met. As set forth in more detail in the following section, the Plan Proponent believe that the Plan satisfies all of the requirements for confirmation.

VI. FUNDING AND FEASIBILITY OF THE PLAN, AND RISK FACTORS BEARING UPON THE SUCCESS OR FAILURE OF THE PLAN

A. Funding of the Plan

Funds to be used to make cash payments under the Plan shall derive from income of the Debtor.

B. Best Interests Test and Liquidation Analysis

With respect to each impaired Class of Claims and Equity Interests, confirmation of the Plan requires that each holder of an Allowed Claim or Equity Interest either (i) accept the Plan or (ii) receive or retain under the Plan property of a value, as of the Effective Date, that is not less than the value such holder would receive or retain if the Debtor was liquidated under Chapter 7 of the Bankruptcy Code on such date. To

determine what holders of Claims and Equity Interests of each impaired Class would receive if the Debtor were liquidated under Chapter 7, the Bankruptcy Court must determine the dollar amount that would be generated from the liquidation of the Debtor's assets and properties in the context of a Chapter 7 liquidation case and the assets were liquidated by a Trustee in bankruptcy. The cash amount that would be available for satisfaction of Claims and Equity Interests would consist of the proceeds resulting from the disposition of the unencumbered assets and properties of the Debtor, augmented by the unencumbered cash held by the Debtor at the time of the commencement of the liquidation case. Such cash amount would be reduced by the amount of the costs and expenses of the liquidation and by such additional administrative expenses and priority claims that might result from the termination of the Debtor's business and the use of chapter 7 for the purposes of liquidation.

The cost of liquidation under Chapter 7 would include expenses relating to the wind-down of the business, including computer expenses, consulting expenses, maintenance and repair expenses, plant operations expenses, office expenses, marketing expenses, marketing expenses, payroll expenses and license fees; the fees payable to the Chapter 7 trustee, as well as those fees that might be payable to other professionals that such a trustee might engage. In addition, claims would arise by reason of the breach or rejection of obligations incurred, and leases and Executory Contracts assumed or entered into by the Debtor during the pendency of this Chapter 11 case. The foregoing types of claims and other claims that might arise in a liquidation case or result from the pending Chapter 11 case, including any unpaid expenses incurred by the Debtor during the Chapter 11 Case such as compensation for attorneys, financial advisors and accountants, would be paid in full from the liquidation proceeds before the balance of those proceeds would be made available to pay pre-petition Claims.

To determine if the Plan is in the best interests of each impaired Class, the present value of the distributions from the proceeds of a liquidation of the Debtor's unencumbered assets and properties, after subtracting the amounts attributable to the foregoing Claims, are then compared with the value of the property offered to such Classes of Claims and Equity Interests under the Plan.

After considering the effects that a Chapter 7 liquidation would have on the ultimate proceeds available for distribution to creditors in the Chapter 11 case, including i) the increased costs and expenses of a liquidation under Chapter 7 arising from fees payable to a trustee in bankruptcy and professional advisors to such trustee, ii) the erosion in value of assets in a Chapter 7 case in the context of the expeditious liquidation required under Chapter 7 and the "forced sale" environment that would prevail, and iii) the substantial increases in Claims which would be satisfied on a priority basis or on parity with creditors in the Chapter 11 Case, the Plan Proponent has determined that confirmation of the Plan will provide each holder of an Allowed Claim with a recovery that is not less than such holder would receive pursuant to liquidation of the Debtor under Chapter 7.

The Liquidation Analysis is attached hereto as Exhibit "B". The information

set forth in Exhibit B provides a summary of the liquidation values of the Debtor's assets, assuming a Chapter 7 liquidation in which a trustee appointed by the Bankruptcy Court would liquidate the assets of the Debtor's Estate. Reference should be made to the Liquidation Analysis for a complete discussion.

The Liquidation Analysis was prepared by the Debtor and reflects the Debtor's best estimates of the information set forth therein. However, the Liquidation Analysis includes a number of estimates and assumptions that, although considered reasonable by the Debtor, are inherently subject to significant economic and competitive uncertainties and contingencies beyond the control of the Debtor. The Liquidation Analysis is also based on assumptions with regard to liquidation decisions that are subject to change. Accordingly, the values reflected might not be realized if the Debtor were, in fact, to undergo such a liquidation. It should also be noted that the Debtor's plan proposes payment of some allowed general unsecured claims, which could not, by definition and in accordance with the expenses described above, occur in a liquidation scenario.

The Plan Proponent believe that the value of the property offered to holders of under the Plan is greater than the present value of the distributions from the proceeds of a liquidation of the Debtor's unencumbered assets and properties. However, the Plan Proponent's reliance on the Debtor's Liquidation Analysis herein should not be construed as an acknowledgment of the Plan Proponent that either the total figure arrived at or the allocation of claims status to various Insider Claims is appropriate or necessary. The Plan Proponent reserve the right to submit an amended liquidation analysis prior to the Confirmation Hearing.

C. Feasibility

Section 1129(a)(11) of the Bankruptcy Code requires a plan proponent to demonstrate that confirmation of a plan of reorganization is not likely to be followed by the liquidation or the need for further financial reorganization of a debtor unless so provided by the plan of reorganization. For purposes of determining whether the Plan meets this requirement, the Plan Proponent has analyzed his ability to meet his financial obligations as contemplated thereunder. As part of this analysis, the Plan Proponent has prepared projections set forth in Exhibit "C" hereto, which the Plan Proponent believe indicates that he will be able to make all payments required to be made pursuant to the Plan. Moreover, the Debtor is cash flow positive. Accordingly, the Plan Proponent assert that he is able to perform all of his obligations under the Plan, and as such, the Plan satisfies section 1129(a)(11) of the Bankruptcy Code.

D. Risk Factors bearing upon the success or failure of the plan

While it is impossible to predict and relay all of the factors to creditors which can have a bearing upon the risk of failure of plan, it is important to note that this plan harbors very insignificant risk as related to other individual Chapter 11 cases: the Debtor derives the majority of his income from his product sales company which largely been stable over the course of the last 10 years, which, as has been shown

in the Exhibits attached hereto, reflects that he is net cash positive after debt service and escrows. As such he is uniquely able to ensure a steady flow of income. Accordingly the risk of failure of completing this plan is deemed to be low.

VII. ALTERNATIVES TO THE PLAN

Although this Disclosure Statement is intended to provide information to assist a Claim or Interest holder in determining whether to vote for or against the Plan, a summary of the alternatives to confirmation of the Plan may be helpful.

If the Plan is not confirmed and consummated, the alternatives to the Plan include i) liquidation of the Debtor under chapter 7 of the Bankruptcy Code; ii) an alternative plan of reorganization; or iii) dismissal of the Chapter 11 Case leaving creditors and interest holders to pursue available non-bankruptcy remedies.

1. Liquidation Under Chapter 7

If no plan is confirmed, the Chapter 11 Case may be converted to a case under Chapter 7 of the Bankruptcy Code, pursuant to which a trustee would be selected to liquidate the Debtor' assets for distribution in accordance with the priorities established by Chapter 7. As discussed previously, the Plan Proponent believe that liquidation under Chapter 7 would result in smaller distributions being made to Creditors than those provided for in the Plan because i) the Debtor' assets would has to be sold or otherwise disposed of in a forced sale situation over a short period of time, ii) additional administrative expenses would be involved in the appointment of a trustee, and iii) additional expenses and claims, some of which would be entitled to priority, would be generated during the liquidation and from the rejection of leases and other Executory Contracts in connection with a cessation of the Debtor' operations.

2. Alternative Plan of Reorganization

If the Plan is not confirmed, another party in interest could attempt to formulate an alternative plan. Such a plan might involve either a reorganization and continuation of the Debtor' business income, or an orderly liquidation of his assets.

3. Dismissal of the Chapter 11 Case

If the Chapter 11 Case is dismissed, Creditors would be free to pursue non-bankruptcy remedies in his attempts to satisfy claims against Debtor. However, in that event, Creditors would be faced with the costs and difficulties of attempting to collect claims from either a non-operating entity or an entity in foreclosure from its Secured Creditors.

CONCLUSION

For all the reasons set forth in the Disclosure Statement, the Plan Proponent believes that confirmation and consummation of the Plan is preferable to all other alternatives. The Plan provides a distribution to all Allowed Creditors in all Classes,

which could not occur if this case were dismissed or converted to a Chapter 7 liquidation. Consequently, the Debtor urge all eligible holders of Impaired Claims and Interests to vote to accept the Plan, and to complete and return his ballots so he will be received on or before the deadline set by the Bankruptcy Court.

By: *Edouard Joseph*
EDOUARD RENE JOSEPH

MERRILL PA

By: */s/ David Lloyd Merrill, Esq.*
David Lloyd Merrill, Esq.
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525 S. Flagler Drive, Fifth Floor
West Palm Beach, Florida 33401
Phone: +1.561.877.1111
Attorneys for the Debtor

Exhibit A
Plan of Reorganization

EXHIBIT B
Liquidation Analysis for EDOUARD RENE JOSEPH

Value of 10519 Pine Tree Terrace: \$ 878,059.00
 LESS: Secured claims \$ 878,059.00 (Note: The actual claim is \$1,447,928.00)

NET REAL ESTATE VALUE: \$ 0.00

Value of Personal Property: \$ 13,095.00
 LESS: Exemptions \$ 5,000.00

NET PERSONAL PROPERTY VALUE: \$ 8,095.00

Unencumbered and Oversecured Assets less Exemptions: **\$ 8,095.00**

Amount proposed to be paid to unsecured creditors: **\$ 10,000.00**

Percentage paid in hypothetical Chapter 7 liquidation: 2.09%

Percentage proposed to be paid in accordance with
The plan proposed herein: 2.59%

EXHIBIT C
Projections and feasibility for EDOUARD RENE JOSEPH

Income on the Effective Date	
Gross Monthly Income	\$11,100.00
INCOME:	<u>\$ 11,100.00</u>
LESS: Expenses:	
First Mortgage	\$4,528.77 (Estimated: Based on value)
Property Insurance	\$1,000.00
Property Tax	\$1,240.92
HOA	\$ 112.50
Utilities	\$1,000.00
Home Maintenance	\$ 200.00
Food & Clothing	\$ 500.00
Medical/Dental Expenses	\$ 200.00
Fuel	\$ 200.00
Vehicle Insurance	\$ 700.00
Rec & Ent.	\$ 200.00
U.S. Trustee Fee	\$ 216.67
Misc.	<u>\$ 150.00</u>
TOTAL EXPENSES:	<u>\$10,248.86</u>
Balance of attorney's fees (estimated):	\$ 666.67
NET INCOME:	<u>\$ 184.47</u>
Proposed plan payment for Class 4 (GUC):	\$ 166.67
Remaining:	<u>\$ 17.80</u>

EXHIBIT D

Most Recently Filed Monthly Operating Report for EDOUARD RENE JOSEPH