Samples and Tutorial for Plan and Disclosure Statement (Local Forms F 3018-1 and F 3017-1)

(1) <u>Goal</u>: reduce the cost of chapter 11 for small businesses or individuals, to make it affordable for competent counsel to take on those cases.

(2) Methods:

- (a) minimize data entry by using *previously* created documents (bankruptcy schedules, monthly operating reports, etc.),
 - (b) minimize routine calculations by using spreadsheets.
- (3) Example: Dudley Debtor manufactures widgets in his garage. He owns a home encumbered by (i) a 1st deed of trust (DOT) held by Home Loan Bank and (ii) a 2d lien from his business lender, Last National Bank. Prepetition Dudley got sick and fell behind on his financial obligations. He has steadily recovered and now he can fund the Plan.
 - (a) "No-Step" Plan. No projected changes during 60 month terms of the Plan.
- (b) "Step" Plan. This is a "step up/step down" Plan because (i) Dudley owes taxes, and those taxes have to be paid over a shorter period than the rest of his claims (pursuant to 11 U.S.C. § 1129(a)(9)(C)), and (ii) Dudley projects that in future his expenses will decrease and his income will increase due to specific events described in the Endnotes (Ex.H).

(4) Contents:

(a) "No-Step" plan.	Pages 1 – 20
(b) <u>"Step" Plan</u> .	Pages 21 – 27
(c) <u>Tutorial</u> .	Pages 28 – 37

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EXAMPLE "A"

"NO-STEP" PLAN

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Attorney or Party Name, Address, Telephone & FAX Nos., State Bar No. & Email Address	FOR COURT USE ONLY
☐ Individual appearing without an attorney ☐ Attorney for:	
	ANKRUPTCY COURT DRNIA – LOS ANGELES DIVISION
In re:	CASE NO.: 2:14-bk-12345-NB
DUDLEY DEBTOR – Sample Plan – portions of the text	CHAPTER: 11
that may be filled out are highlighted in teal	CHAPTER 11 PLAN DATED, 20
	Confirmation Hearing/Status Conference Date: Time: Courtroom: Address:
Debtor(s)	

This Chapter 11 Plan (Plan) proposes to restructure the financial affairs of the above-named Debtor(s) (collectively, Debtor). If confirmed, this Plan will bind all persons it provides for, whether or not they accept this Plan, object to confirmation, file a proof of claim or interest, or have their claims or interests allowed.

Voting: You may be entitled to vote on this Plan. A Chapter 11 Disclosure Statement (Disclosure Statement) that accompanies this Plan explains the voting rules and provides additional information.

Caution: Your rights may be affected. Read these papers carefully and discuss them with your attorney. (If you do not have an attorney, you may wish to consult one.)

Effective date: This Plan becomes effective (Effective Date) on the 15th day following the entry of a nonstayed and non-appealed confirmation order on the docket, or, if that is not a business day, then the next business day. Exception: the Plan proponent may waive the condition that the confirmation order not be subject to a pending appeal.

Definitions and rules of construction are as set forth in the Bankruptcy Code (11 U.S.C. section (§) 101 and following) and in the Federal Rules of Bankruptcy Procedure (FRBP or Rules). See §§ 101, 102 and 1101 and Rule 9001. All exhibits to this Plan are considered part of this Plan but, in the event of any conflict between this Plan and its exhibits, the terms of this Plan control.

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ARTICLE I. TREATMENT OF CLAIMS AND INTERESTS

SUMMARY: Exhibit A to this Plan shows how claims and interests are treated, as qualified and explained below.

- **A. Unclassified claims.** Some claims are unclassified (because they cannot vote and, unless the claim holder agrees otherwise, their treatment is fixed by the Bankruptcy Code). These claims include costs of administering this bankruptcy case (Administrative Claims), such as professionals' fees and expenses. Administrative Claims bar date: The last day to file a request for payment of Administrative Claims is 28 days after the Effective Date or such other date as the court may order.
- **B. Classified claims.** All other claims and interests are separated into one of the following classes. Classes 1 and 2 are for claims "secured" by collateral such as a mortgage/deed of trust (DOT), a secured car loan, or any other claim secured by a lien on property of the bankruptcy estate (Collateral). Class 3 is for "priority" unsecured claims, class 4 is for general (nonpriority) unsecured claims, and class 5 is for "interests" (defined below). All classes are divided into subclasses for each unique type of claim (class 1A, 1B, 2A, 2B, etc.).
 - Class 1: Claims secured by principal residence. This class is reserved for claims secured *only* by real estate that is an individual Debtor's principal residence. If you hold that type of claim then it cannot be modified by this Plan unless you consent. See § 1123(b)(5). (If Debtor is not an individual, or if there is no such claim, then class 1 should be left blank.)
 - Class 2: Other secured claims. If you hold a secured claim that is not in class 1, then this Plan may propose to modify your claim, as specified in Exhibit A. Modifications may include a new interest rate, a longer term for payment, etc., subject to limitations in the Bankruptcy Code. If the dollar amount of your claim exceeds the value of the Collateral, then your claim may be split (bifurcated) into (1) a secured claim equal to that value (in this class 2) and (2) an unsecured claim for the remainder, sometimes called the "deficiency" claim (in class 4, unless it is allowed as a priority claim in class 3). Exceptions:
 - **(a) Disputed valuation.** If you wish to dispute the bifurcation/estimated value of the Collateral provided in Exhibit A then you must file a timely objection to confirmation of this Plan. Note: Your opportunity to object is intended only as a safeguard: the Plan proponent should resolve all valuation issues before soliciting any votes on this Plan. Valuation can be resolved by consent or by an order on a motion to value the Collateral.
 - **(b) Sale.** If this Plan provides for a sale of the Collateral, then you may credit bid the *full* dollar amount of your claim, unless the court orders otherwise (§ 1129(b)(2)(A)(ii)).
 - **(c) § 1111(b).** If you make a timely election under § 1111(b) (per Rule 3014) then, (i) notwithstanding any other provisions of this Plan your secured claim will *not* be reduced to the value of the Collateral (it will not be bifurcated), (ii) you will lose any unsecured deficiency claim, and (iii) you may be paid over a longer time with a lower interest rate but with more dollars, resulting as nearly as possible in the *same estimated present value* as if you had not made the election. The precise treatment is either included in the exhibits to the Plan and Disclosure Statement as an alternative or it will be provided as a supplement to this Plan at a time to be agreed upon between you and the Plan proponent, or as otherwise ordered by the court. The election is complex most creditors do not make it, and before doing so you should consult your attorney (if you do not have an attorney, you may wish to consult one).
 - Class 3: Priority Claims. A claim has "priority" if it is entitled to certain special treatment under § 507. For example, if Debtor owes you wages that you earned within 180 days before the bankruptcy petition was filed, then you may hold a priority claim for those unpaid wages.
 - Class 4: General Unsecured Claims. If you hold a claim that is not secured and is not entitled to priority, then you hold a general unsecured claim. This class is divided into two subclasses. Class 4A contains all general unsecured claims other than any small claims in Class 4B (claims below the dollar

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amount specified in Exhibit A) that, for convenience, are to be paid in full on the Effective Date (as permitted by § 1122(b)). (Exception: if there are any additional classes, which is rare, then they are listed on Exhibit A.) Claims in class 4A will be paid the following percentage of their allowed amounts:

OR

fixed percentage: ________. The percentage is fixed: this Plan is a commitment to pay this percentage regardless of future revenues, expenses, or the total allowed claims. If Debtor is unable to pay this percentage then that will be a default under this Plan.

Only one of the above boxes should be checked.

Class 5 consists of "interests." If Debtor is an organization then "interests" means ownership interests (such as corporate stock, or a partner's interest in a partnership). If Debtor is an individual, then Debtor is the interest holder. This class will remain unchanged unless otherwise provided in the exhibits to the Plan and Disclosure Statement (e.g., cancellation of existing interests, the dollar amount of any proposed "new value," who is required/permitted to provide such new value, and what they will receive in exchange.)

- **C. Disputed claims or interests.** A claim or interest is Disputed if (1) an objection has been filed against it <u>or</u> (2)(a) it is not listed on Debtor's bankruptcy schedules, or it is listed as disputed, contingent, or unliquidated, and (b) no proof of claim or interest has been filed. See §§ 502(a), 1111(a). *Exception:* a claim or interest ceases to be Disputed once it is allowed by a final non-appealable order.
- **D. Distributions.** Except as otherwise specified in this Plan, payments on each claim will be made on the first calendar day of each month (or other period specified in Exhibit A), in equal dollar amounts, starting with the month following the Effective Date, and continuing for the period specified in Exhibit A. A separate, interest-bearing bank account (Claims Reserve) will hold distributions for any claims that cannot be paid until they are allowed by court order, such as professional fees or Disputed claims (Reserved Claims). The Disbursing Agent (defined below) is required to reserve enough funds/assets to pay the distributions that each Reserved Claim will be entitled to receive if it is allowed in full (unless the court approves a different amount). Distribution of unclaimed or excess funds: To the extent that (1) Debtor has been unable to deliver distributions, and they remain unclaimed for at least 21 days after at least one good faith attempt to correct any incorrect address and redeliver them, or (2) a Reserved Claim is disallowed by final order, then, unless otherwise ordered by the court, the funds that had been reserved for such claim will be distributed (a) as provided in this Plan to other creditors of the same class or (b) to Debtor if (i) this box is checked and (ii) as to disallowed claims, it is Debtor who obtained such disallowance.
- **E. Settlement.** Debtor will have the power and authority to settle or compromise any claim by or against Debtor, subject to notice and court approval under Rule 9019 for as long as the court retains jurisdiction, except that for any claims *against* Debtor no notice or court approval is necessary if the allowed amount of such claim under the settlement or compromise will be less than \$\square\$.

ARTICLE II. EXECUTORY CONTRACTS AND UNEXPIRED LEASES

On the Effective Date, Debtor's "executory" contracts (described in the Disclosure Statement) and unexpired leases will be (a) assumed (*i.e.*, cured and reinstated) as obligations of the reorganized Debtor, or (b) assumed and then instantaneously assigned, or (c) rejected, all as stated in the attached Exhibit B. Any executory contract or unexpired lease that is not listed on Exhibit B will be deemed rejected. Exception: If this This form is optional. It has been approved for use by the United States Bankruptcy Court for the Central District of California.

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box is checked then any such unlisted contract or lease will be deemed assumed. The order confirming this Plan will constitute an order approving this paragraph's treatment of executory contracts and unexpired leases.

Rejection bar date. Any claim arising from the rejection of an executory contract or unexpired lease under the immediately preceding paragraph must be filed by the later of (1) the general bar date for claims or (2) 28 days after the date of the order confirming this Plan. Rejection claims are general unsecured claims in class 4, unless the claim is allowed as a priority claim in class 3.

ARTICLE III. MEANS OF IMPLEMENTATION

Funding. This Plan will be funded as explained in the exhibits to the Disclosure Statement. All transfers of property under this Plan shall be made in accordance with any applicable provisions of nonbankruptcy law to the extent required by § 1129(a)(16).

The Disbursing Agent shall be Debtor, who shall serve without bond or compensation but shall be entitled to reimbursement of reasonable expenses by applying to the court no more frequently than once every three months.

The following paragraph does not apply to individual Debtors: (1) Regulated rates. To the extent that the foregoing funding depends on regulatory approval of rates charged by Debtor, governmental approval of such rates must be obtained prior to or upon confirmation of this Plan (as required by § 1129(a)(6)). (2) Corporate charter. Debtor's corporate charter must be amended to include a provision prohibiting the issuance of nonvoting equity securities and providing an appropriate distribution of voting power among any classes of securities (as required by § 1123(a)(6)). The precise amendments to the corporate charter must be attached to the Disclosure Statement as an exhibit. (3) Post-Effective Date management. Exhibits to the Disclosure Statement also must disclose (as required by § 1129(a)(5)) all individuals proposed to serve, after confirmation of this Plan, as director, officer, or voting trustee of Debtor (or an affiliate of Debtor participating in a joint plan with Debtor, or any successor to Debtor under this Plan), as well as all insiders who will be employed or retained by Debtor, including such individual's name, proposed compensation, job description, affiliation to Debtor, and qualifications.

ARTICLE IV. DISCHARGE; EFFECTS OF CONFIRMATION

A. Discharge. Debtor shall receive a discharge of debts to the extent and at the time provided in § 1141(d), whether or not a party in interest has filed a proof of claim or interest, or accepts this Plan, unless the court orders otherwise.

The following paragraph only applies to Debtors who are individuals: Pursuant to § 1141(d)(5), Debtor will not be discharged from any debts unless and until (1) Debtor completes all payments "under" the Plan and obtains an order of the court granting a discharge (§ 1141(d)(5)(A)&(C)) – for purposes of this Plan payments that extend beyond the Plan Term stated in Exhibit A are not considered payments "under" the Plan (e.g., if the Plan Term is 5 years then Debtor will be eligible for a discharge under this clause if 5 years of payments are made, but the debtor will remain obligated on obligations that extend beyond the Plan Term, such as a 30-year mortgage); (2) the court grants a limited ("hardship") discharge (§ 1141(d)(5)(B)&(C)); or (3) the court "orders otherwise for cause" (§ 1141(d)(5)(A)&(C)). Notwithstanding the other terms of this paragraph, a discharge will not discharge Debtor from any debts that are nondischargeable under § 523 (except as provided in Rule 4007(c)) or the obligations created by this Plan.

- **B. Vesting of Property.** On the Effective Date, all property of the bankruptcy estate will vest in the reorganized Debtor pursuant to § 1141(b) & (c), free and clear of all claims and interests except as otherwise provided in this Plan.
- **C. Plan Creates New Obligations.** Except as otherwise provided in this Plan, (1) the payment terms promised in this Plan constitute new contractual obligations that replace any payment terms that existed prior to the Effective Date, and (2) all rights and obligations *other than* those new payment terms continue to apply. For example, (1) this Plan does not modify any obligations to insure collateral, and (2) if the Plan only addresses arrears for a particular claim, then the regular payments will be made as they come due based on

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the governing loan documents and, except with respect to curing the arrearages, the Plan does not alter the legal equitable, or contractual rights of the holder of that claim (unless otherwise provided with respect to a specific claim or Class of claims).

- **D. Actions Restrained.** Creditors, interest holders and other parties in interest may not take any action to enforce preconfirmation obligations, or any obligations due under this Plan, so long as Debtor is not in material default under this Plan (as defined below). If Debtor is in material default under this Plan, then any party in interest may: (1) take any action permitted under nonbankruptcy law either (a) to enforce the terms of this Plan as a contract of Debtor or (b) to pursue nonbankruptcy remedies including collection of the entire nondischarged dollar amount of any claim held by such person, or (2) if this case is still pending, move to dismiss this case or to convert this case to one under chapter 7, or seek other relief from the bankruptcy court. If this case is converted to chapter 7 at any time, then property will revest in the chapter 7 estate, and the automatic stay will be reimposed upon the revested property only to the extent that relief from stay was not previously granted by the court during this case.
- E. Material Default Defined. If Debtor (1) fails to make any payment required under this Plan, or (2) fails to perform any other obligation required under this Plan for more than 14 days after the time specified in this Plan, or (3) performs any act that is inconsistent with the terms of this Plan, then any affected creditor, interest holder, or other party in interest may file and serve upon Debtor and Debtor's attorney (if any) a written notice of default at their most recent address(es) listed in this case. Debtor is in material default under this Plan if Debtor fails within 21 days after service of that notice of default, plus an additional 3 days if served by mail, either to cure the default or obtain from the court an extension of time to cure the default or a determination that no material default occurred. Notwithstanding the other provisions of this paragraph, to the extent that Debtor has assumed an executory contract or unexpired lease, or to the extent that a creditor retains a lien under this Plan that was a consensual lien, the default provisions of that contract, lease, or lien documentation govern what constitutes a default for purposes of the rights and remedies thereunder, all subject to applicable nonbankruptcy law and any exceptions set forth in this Plan.

ARTICLE V. GENERAL PROVISIONS

- A. Modification of Plan. The Plan proponent may modify this Plan at any time before confirmation, subject to § 1127 and Rule 3019(a), but in that event the court may require a new disclosure statement and/or revoting on the Plan. The Plan proponent or the reorganized Debtor also may seek to modify this Plan at any time after confirmation (1) if this Plan has not been substantially consummated and (2) if the court authorizes the proposed modifications after notice and a hearing (§ 1127(b)). In addition, if Debtor is an individual then Debtor or other persons may seek to modify this Plan after confirmation pursuant to § 1127(e).
- B. Cramdown. The Plan proponent reserves the right to seek confirmation notwithstanding the rejection of this Plan by one or more classes of creditors or interest holders, pursuant to § 1129(b).
- C. Governing Law and Binding Effect. Unless a rule of law or procedure is supplied by federal law (including the Bankruptcy Code or Rules), the laws of the State of California govern this Plan and any agreements, documents, and instruments executed in connection with this Plan, except as otherwise provided in this Plan. The rights and obligations of any entity named or referred to in this Plan shall be binding upon and shall inure to the benefit of the successors and assigns of such entity.
- D. Quarterly Fees. Quarterly fees accruing under 28 U.S.C. § 1930(a)(6) after confirmation shall be paid to the United States Trustee in accordance with that statute until entry of a final decree, or entry of an order of dismissal or conversion to chapter 7.
- E. Closing Case, and Post-Confirmation Status Report. As soon as practicable under Rule 3022, the Plan proponent shall file a motion with the court to obtain a final decree to close this bankruptcy case, unless good cause is shown to keep this case open. As long as this case is not closed, the Plan proponent must file status reports every 120 days explaining what progress has been made toward substantial consummation of the confirmed Plan. The status report must be served on the United States Trustee, the official creditors' committee (or, if none, then the twenty largest general unsecured creditors), and those parties who have requested special notice.

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F. Retention of Jurisdiction. After confirmation, the court retains and may exercise jurisdiction over proceedings concerning: (1) whether Debtor is in material default under this Plan, (2) whether the time for performing any Plan obligation should be extended, (3) adversary proceedings and contested matters pending as of the Effective Date or specifically contemplated in this Plan or in the Disclosure Statement to be filed with the court, (4) whether the case should be dismissed or converted to one under chapter 7, (5) any proceedings to allow or disallow claims or administrative expenses (the court will not review professional fees incurred after the Effective Date, unless otherwise stated in attached exhibits to the Plan or Disclosure Statement), (6) settlements or compromises under Rule 9019, (7) any proceedings under §§ 110, 329, or 362, or regarding sanctions, and (8) any other proceedings, whether or not commenced or contemplated as of the Effective Date, regarding the implementation, interpretation, or enforcement of this Plan or the administration of the bankruptcy case or estate. This retention of jurisdiction, however, will end on the later of (a) ____ year(s) (if blank, then two years) after the Effective Date, (b) as to any then-pending adversary proceeding or contested matter, when it is finally resolved by a judgment or order, or (c) as to an individual Debtor's discharge, when that discharge is granted or denied by final order.

Signature:

Debtor or other Plan proponent

Printed name of signer:

Organization (if applicable):

Date:	Title (e.g., President):
Signature:	Printed name of signer:
Attorney (if any) for Plan prop	ponent Law firm:
Date:	
` ,	judge may permit/require, this form is not mandatory, but if it is ered without disclosure/authorization as provided below):
following: (1) this Plan, including the attach of the LBR form plan and exhibits approve District of California; (2) modifications have) (or, if the presiding judge permits, by comparing the president permits and president permits and president permits and president permits and permits and permits approximately permits and permits and permits and permits and permits approximately permits approximately permits and permits approximately permits a	the above-referenced Plan proponent, and I hereby certify the ned exhibits A & B, are true and correct copies of the latest versions ed for use by the United States Bankruptcy Court for the Central be been made as directed or permitted by written order (docket no. other authorization such as oral approval by the court on the record B) no other alterations or modifications to any provision of such form or a "redlined" version of this Plan (docket no) or described as
I declare under penalty of perjury under the	laws of the United States that the foregoing is true and correct.
Date: Signature:	, Printed name:

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Dudley	y Debtor	E	XHIBIT A-Treatm	ent of Claim	s / Interests	Peri	iodic I	Payments	[<i>e.g.,</i> ev	ery mo	. x 60 mos.]		2:14-12345			
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2C		(100.0% \$	-	1					\$	- \$	-	\$	-	
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/////↓	Extra Rows (more class	ses, or unclas	sified claims). Cl		•	ecui	red, 2	1		=priori	ity, 4 =gene	ral unse	cured, 5 =inter	rests		
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Dudley Debtor	EXHI	BIT B: Executo	ry Contracts &	Une	expired Leases.				2:14-12345
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Instructions to Plan proponent: (1) Quick start: Copy applicable data from bankruptcy Schedules G & F (adjust if appropriate). List any assignee under "Description."

⁽²⁾ Assumption/assignment requires: (a) cure amount (arrears, except certain penalties) and (b) compensation for "actual pecuniary loss" (damages), if any (§ 365(b)(1))

⁽³⁾ Rejection: leave dollar amounts blank on this exhibit and include any timely rejection damages claims on Exhibit F (general unsecured claims) (§ 502(g)).

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Attorney or Party Name, Address, Telephone & FAX Nos., State Bar No. & Email Address	FOR COURT USE ONLY
Individual appearing without an attorney	
Attorney for:	
	ANKRUPTCY COURT DRNIA – LOS ANGELES DIVISION
In re:	CASE NO.: 2:14-bk-12345-NB
	CHAPTER: 11
DUDLEY DEBTOR – Sample Disclosure Statement –	
portions of the text that may be filled out are highlighted in teal	CHAPTER 11 DISCLOSURE STATEMENT DATED, 20
Debtor(s)	Hearing/Status Conference Date: Time: Courtroom: Address:

This Chapter 11 Disclosure Statement (Disclosure Statement) relates to the accompanying Chapter 11 Plan (Plan). The Plan proposes to restructure the financial affairs of the above-named Debtor. You may be entitled to vote on the Plan.

The voting rules are explained below, along with a summary of the Plan and other relevant information. This Disclosure Statement is explanatory only. The Plan will be the binding document, if it is confirmed by the court.

Your rights may be affected. Read these papers carefully and discuss them with your attorney. (If you do not have an attorney, you may wish to consult one.) Definitions and rules of construction are as set forth below and in the Plan.

PART 1. SUMMARY OF PLAN

Article I of the Plan divides creditors and interest holders into the following groups. The precise treatment proposed for each group is specified in Exhibit A to the Plan. What follows is only a summary. Please review the Plan carefully.

• **Unclassified claims**, such as costs of administering this bankruptcy case, generally are entitled to be paid in full on the Plan's Effective Date, which is defined in the Plan and should be a short time after the Plan is confirmed.

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• Classes 1 and 2 – Secured Claims (divided into subclasses 1A, 1B, 2A, 2B, etc.) consist of claims secured by Collateral (such as a mortgage/deed of trust secured by a house, a car loan secured by the car, or any other claim secured by a lien on property of the bankruptcy estate), which generally are entitled to be paid in full, over time, with interest. Class 1 is reserved for claims secured only by real estate that is an individual Debtor's principal residence. Class 2 contains all other secured claims.

- Class 3 Priority Claims (divided into subclasses 3A, 3B, etc.) consists of "priority" unsecured claims (for example, wages due to employees that were earned, but unpaid, within 180 days before the bankruptcy petition was filed).
- Class 4 General Unsecured Claims consists of "general" unsecured claims (claims that are not entitled to "priority" under the Bankruptcy Code and that are not secured by Collateral), which will receive, over time, the following estimated percentage of their claims (or fixed percentage, if the Plan so provides):

 **Description: The Plan may designate a subclass of small "convenience class" claims which will be paid in full on the Effective Date, and in rare situations the Plan may designate additional unsecured subclasses.
- Class 5 "Interests": if Debtor is an organization then "interests" means ownership interests such as corporate stock, or a partner's interest in a partnership and if Debtor is an individual, then Debtor is the interest holder. This class will remain unchanged unless otherwise stated in the exhibits to the Plan or this Disclosure Statement.

Article II of the Plan governs "executory" contracts and unexpired leases (a contract is generally defined as executory when both Debtor and the other party to the contract have not yet fully performed their obligations, and the unperformed obligations of both parties are significant enough that either party's breach would excuse the other party from performing). Exhibit B to the Plan specifies whether, on the Effective Date, each such contract or lease (a) will be "assumed" as an obligation of the reorganized Debtor (generally meaning that defaults will be cured and the agreement will be reinstated), or (b) will be assumed and then instantaneously assigned to a specified person, or (c) will be "rejected" (meaning that Debtor will no longer perform under the agreement, and the other party can file a claim for damages resulting from that rejection (§ 502(g)).

Article III of the Plan explains how Debtor will implement the Plan, and exhibits to this Disclosure Statement describe whether payments under the Plan will be made out of cash on hand, future income, sale(s) of property(ies), or other sources of funding, including supporting calculations. If Debtor is an individual, and if any holder of an allowed unsecured claim objects, then the value of property to be distributed under the Plan must be not less than Debtor's projected disposable income for 5 years (60 months) from the first Plan payment, or for the total payment period under the Plan, whichever is longer (§ 1129(a)(15)).

Article IV of the Plan provides that Debtor will be discharged from existing debts as provided in § 1141(d). Generally this means that (1) if Debtor is *not an individual* then the discharge occurs when the Plan is confirmed (except for a liquidating Plan), and (2) if Debtor *is an individual* then (a) the discharge will not occur unless and until Debtor completes all payments under the Plan (all payments for the Plan Term, as specified in Exhibit A to the Plan), unless the court orders otherwise in certain situations, and (b) Debtor will not be discharged from debts that are nondischargeable under § 523. Article IV of the Plan also specifies certain effects of confirmation, including that creditors are prevented from attempting to collect preconfirmation obligations except in specific circumstances or in accordance with the terms of the Plan.

Article V of the Plan includes General Provisions, such as how the Plan can be modified, and a provision that if the Plan complies with certain technical rules then it can be confirmed even if one or more classes of creditors or interest holders vote to reject the Plan (§ 1129(b)).

PART 2. VOTING ON PLAN, AND OBJECTIONS

A. Who may vote: You are entitled to vote on the Plan <u>unless</u>: (1) your claim or interest is Disputed (as defined in the Plan); (2) your class is to receive no distribution (presumed to reject the Plan); (3) your class is

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"unimpaired" (presumed to accept the Plan – see Exhibit A to the Plan for the proponent's designation of which classes are "impaired") (§ 1124); or (4) your claim is unclassified (and thus is required by law to be paid in full) (§§ 1123(a)(1) & 1129(a)(9)(A) & (C)). If your claim or interest is Disputed then you must file a motion to have it allowed for voting purposes (you must do that soon, so that your motion can be heard before votes are counted) (Rule 3018(a)).

- **B. Who may vote in more than one class:** If your claim has been allowed in part as a secured claim and in part as an unsecured claim, or if you otherwise hold claims or interests in more than one class, you are entitled to accept or reject the Plan in each capacity and you should return one ballot for each claim or interest.
- **C. How to vote:** Fill out and return the attached ballot (if you are entitled to vote) **by the deadline** and according to the other instructions in the enclosed order or court-approved notice regarding voting and procedures.
- **D. Effect of vote:** The Plan will be confirmed only if (1) it is accepted by each impaired class, or (2) it is accepted by at least one impaired class (without counting the votes of "insiders," as defined in § 101(31)) and the court determines that the Plan is "fair and equitable" (as defined by § 1129(b)) to all rejecting classes of creditors, and (3) it meets all of the other legal requirements for confirmation. A class of creditors accepts the Plan if a majority in number and at least two-thirds in dollar amount of the claims in that class are timely voted in favor of the Plan (§ 1126(c)). A class of interests accepts the Plan if at least two-thirds of those interests are timely voted in favor of the Plan (§ 1126(d)).
- **E. Solicitation of votes:** Nobody is permitted to solicit your vote to accept or reject any plan during the bankruptcy case unless, at or before the time of the solicitation, you have been provided with the plan or a summary of the plan and a written disclosure statement that has been approved by the court as containing adequate information for you to make an informed judgment about the plan. Then any person may solicit your vote for or against the Plan.
- **F. Who may object:** Even if you are not entitled to vote, you can object to confirmation of the Plan if you believe that the requirements for confirmation are not met (and if you are a party in interest in this bankruptcy case). For the deadlines and procedures, see the enclosed order or court-approved notice.

PART 3. OTHER INFORMATION

- **A. Background/Risk Factors.** Attached as an exhibit to this Disclosure Statement is a brief description of: (1) Debtor's history: the events leading to the chapter 11 bankruptcy, and any other relevant history of Debtor's business and financial affairs; (2) significant events during the bankruptcy case; and (3) exit strategy: steps taken or planned to fix the problems that led to bankruptcy, and the principal risk factors in future.
- B. Litigation. Debtor might sue you if, for example, you received a transfer of funds or any other property from Debtor that is avoidable under the Bankruptcy Code. Other types of claims also may be made, and the Plan proponent has not completed investigations, but the anticipated and pending legal proceedings by or against Debtor are listed in an exhibit to this Disclosure Statement.
- **C. Feasibility:** The Plan cannot be confirmed unless the court finds it feasible. A Plan is feasible if confirmation of the Plan is not likely to be followed by Debtor's liquidation or need for further financial reorganization, unless such liquidation or reorganization is proposed in the Plan (§ 1129(a)(11)). The Plan proponent believes it is feasible because, both on the Effective Date and for the duration of the Plan, the proponent estimates that Debtor will have sufficient cash to make all distributions. Projected revenues, expenses, and proposed payments to creditors during the Plan Term are specified in Exhibit C to this Disclosure Statement.
- **D. Tax consequences of the Plan:** (1) <u>Tax consequences to the debtor</u>: The tax consequences to Debtor of the Plan's implementation, including but not limited to tax attribute reduction and the recognition of gain or loss on any sale of Debtor's assets (and the projected tax thereon), have been taken into account and

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are properly reflected in the financial projections attached to this Disclosure Statement and Exhibits A and B to the Plan.

(2) <u>Tax consequences to holders of claims and interests</u>: You should consult your own accountant, attorney and/or advisors as to the tax effect to you of Plan transactions.

[Note: Pursuant to § 1125(a)(1), the court may require a more detailed description of the tax consequences of the Plan to the debtor and other interested parties, including holders of claims and interests, if the court determines that such information is required in view of the Plan's complexity, the benefit of additional information to creditors and other parties in interest, and the cost of providing additional information].

- **E. Liquidation analysis:** The Plan cannot be confirmed unless the court finds that, for each impaired class of claims or interests that has not accepted the Plan, the class will receive or retain no less than if Debtor's bankruptcy estate were liquidated under chapter 7 of the Bankruptcy Code. A liquidation analysis is attached as an exhibit to this Disclosure Statement.
- **F. Special procedures:** This Disclosure Statement and the accompanying Plan, with exhibits, are the principal documents for Debtor's proposed financial restructuring, but the court may authorize more lengthy documents to be filed separately (a Plan supplement), or may authorize shorter documents to be served on some classes. Streamlined procedures are encouraged, both to save costs and because that may provide creditors and other parties in interest with more meaningful disclosure. For example, the court may consider: (1) whether, instead of receiving the full Plan and Disclosure Statement, some classes should receive a "court-approved summary" such as a brief table showing the proposed treatment of each class, with prominent instructions on how to request a copy of the full documents and/or review them online (per § 1125(b) & (c) and Rule 3017(d)(1)); (2) whether to establish special procedures for transmitting documents and information "to beneficial holders of stock, bonds, debentures, notes, and other securities" (per Rule 3017(e)), (3) whether to adjust any deadlines (see Rule 9006(c)), and (4) whether to adopt any other special procedures.

I declare under penalty of perjury under the laws of the United States that the foregoing and the factual	Printed name of signer:
assertions in the attached exhibits are true and correct.	Organization (if applicable):
Signature:	
Debtor or other Plan proponent	Title (e.g., President):
Date:	
Signature:	Printed name of signer:
Attorney (if any) for Plan proponent Date:	Law firm:

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Exhibits to	Description	Exhibits to	Description
Plan		Disclosure	·
		Statement	
Α	Treatment of Claims and Interests	С	Projected Revenues and Expenses
В	Treatment of Executory Contracts and Unexpired Leases	D	Recent Financial History
Additional Enclosures	Description	Е	Secured Claims, and any § 1111(b) Analysis
	Description Ballot	E F	, , , , , , , , , , , , , , , , , , , ,
	·	F	Analysis

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Dudley Debtor				EXI	HIBIT C: Cas	h Flo	ow Projections	;					2:14-12345
attached, unles	cuments must be is the judge orders erwise	<u> Ęrd</u> iri	les Extill lective	S Oak	Peliod A. Sir	Month of the second	ns Peiad B		PoliodC	PeriodD	PeriodE	Periodic	Totals
1.Bank balance at	start of period	\$	30,000.00	\$	8,500.00	\$	- 9	\$	- \$	- \$	- \$	-	
	(bank withdrawals, as				tions, etc.): th		are not monthly	event		op of column sho	ould be only 1 mo		
2a.Funds drawn fro	om bank account	\$	25,000.00	\$	-	\$	- \$		- \$	- \$	- \$	- \$	25,000.00
2b.Family contribute	tion (one-time)	\$	-	\$	-	\$	- \$	<u> </u>	- \$	- \$	- \$	- \$	-
2c.Asset sale		\$	-	\$	-	\$	- \$	ò	- \$	- \$	- \$	- \$	-
2d.Other:		\$	-	\$	-	\$	- \$;	- \$	- \$	- \$	- \$	-
2e.Other:		\$	-	\$	-	\$	- \$	5	- \$	- \$	- \$	- \$	-
3.Total one-time \$	(In.2a to 2e)	\$	25,000.00	\$	-	\$	- \$	5	- \$	- \$	- \$	- \$	25,000.00
Monthly net incor	me: Ln.5=Quick Versi	on: any	changes expla	ine	d in "hard cop	ies" ((Sched. I&J, etc	c.) or I	Ex.H; In.7=Detailed	Version: any ch	anges shown on	Ex.C1, C2 etc	С.
4. \$/mo. From Prio	or Period					\$	- \$		- \$	- \$	- \$	- /////	
5.Quick Version-do	ocs attached/dkt.#					↓Ch	hanges to net in	ncome	e: <i>e.g.,</i> if tax was \$2	2000 & will be \$	1500, net income	is +\$500 <i>not</i>	· -\$500
5a.Gross inc.	Sched. I&J/dkt. 40			\$	10,000.00	\$	- \$	5	- \$	- \$	- \$	- /////	
5b.Expenses	Sched. I&J/dkt. 40			\$	(5,000.00)	\$	- \$	5	- \$	- \$	- \$	-	
6.Net income/mo.	(ln.5a+5b)			\$	5,000.00	\$	- \$;	- \$	- \$	- \$	-	
7a. Spreadsheet E	Ex.C1 (if any)			\$	-	\$	- \$;	- \$	- \$	- \$	-	
7b. Spreadsheet E	x.C2 (if any)			\$		\$	- \$;	- \$	- \$	- \$	-	
7c. Spreadsheet E	x.C3 (if any)			\$		\$	- \$;	- \$	- \$	- \$	-	
8. Any UST fees a	fter Effective Date			\$		\$	- \$; ;	- \$	- \$	- \$	-	
9.Total monthly inc	come (ln.4,6,7,8)			\$	5,000.00	\$	- \$	5	- \$	- \$	- \$	- \$	300,000.00
10.\$ for Plan (ln.3+	+9)	\$	25,000.00	\$	5,000.00	\$	- \$)	- \$	- \$	- \$	-	
11a.Minus Plan pa	nyments in Ex.A	\$	(21,500.00)	\$	(4,742.90)	\$	- \$)	- \$	- \$	- \$	-	
11b.Minus Plan pa	ymt. (Ex.A1, if any)			\$	-	\$	- \$)	- \$	- \$	- \$	-	
12.=Ending \$/mo.	(ln.10+11a+11b)	\$	3,500.00	\$	257.10	\$	- \$;	- \$	- \$	- \$	-	
13. x Duration, in n	months				60							***************************************	60
14. = Unspent \$ (Ir	n.12 x 13)	\$	3,500.00	\$	15,426.02	\$	- \$;	- \$	- \$	- \$	-	
15.Bank balance (I	In.1 -2a +14)	\$	8,500.00	\$	23,926.02	\$	- \$;	- \$	- \$	- \$	-	

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Dudley Debtor							Ext	nibit D: Re	ecer	nt Financi	al H	listory (e.g	g., I	ast 6 or 1	2 months, o	r as	directed by	judge)			- :	2:14-12345
Month Ending:	01	/31/14	0:	2/28/14	03	3/31/14	0	4/30/14	0	5/31/14	0	6/30/14			//		ll			ll		
MOR dkt.#/Source		16		20		28		32		36		45										
Cash Accounting: G	ener	al Accou	ınt (from 1st p	age	of Monthl	уΟ	perating R	еро	rts (MOR	s), o	r closest e	quiv	alent for	prepetition p	oeri	ods- <i>e.g.,</i> Qu	iickBooks™	M)			
Beginning Balance	\$	10,000	\$	10,000	\$	11,000	\$	13,000	\$	16,000	\$	20,000	\$	-	\$	-	\$ -	\$	-	\$ -		\$ -
Total receipts	\$	5,000	\$	6,000	\$	7,000	\$	8,000	\$	9,000	\$	10,000	\$	-	\$	-	\$ -	\$	-	\$ -	-	\$ -
Transfers to accts.	\$	-	\$	•	\$	-	\$	-	\$	1	\$	-	\$	-	\$	-	\$ -	\$	-	\$ -		\$ -
Disbursements	\$	(5,000)	\$	(5,000)	\$	(5,000)	\$	(5,000)	\$	(5,000)	\$	(5,000)	\$	-	\$	-	\$ -	\$	-	\$ -	. (\$ -
Total disbursements	\$	(5,000)	\$	(5,000)	\$	(5,000)	\$	(5,000)	\$	(5,000)	\$	(5,000)	\$	-	\$	-	\$ -	\$	-	\$ -	- 9	\$ -
Ending Balance	\$	10,000	\$	11,000	\$	13,000	\$	16,000	\$	20,000	\$	25,000	\$	-	\$	-	\$ -	\$	-	\$ -	- 3	\$ -
Other accts-itemize	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$ -	\$	-	\$ -	- {	\$ -
Remaining Cash	\$	10,000	\$	11,000	\$	13,000	\$	16,000	\$	20,000	\$	25,000	\$	-	\$	-	\$ -	\$	-	\$ -		\$ -
Adjustments	If pa	ast amou	nts i	include no	n-re	curring ex	pen	ises, such	as c	costs of ba	ankr	uptcy, adju	ıstn	nents migi	ht be approp	oria	te to compar	e with futul	re p	rojections		
BK Prof'l Fees	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$ -	\$	-	\$ -	. (\$ -
Other (explain)	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$ -	\$	-	\$ -	- 3	\$ -
Cumulative adjust.	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$ -	\$	-	\$ -	. (\$ -
Business Profit & Lo	ss (if	applicabl	e): <i>I</i>	Accrual A	ссо	unting (fr	om	part IX of I	MOF	Rs, or clos	est	equivalent	for	prepetitio	n periods- ϵ	e.g.,	QuickBooks	s TM)				
Gross Profit	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$ -	\$	-	\$ -	. {	\$ -
Other operating inc.	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$ -	\$	-	\$ -	- 3	5 -
Operating expense	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$ -	\$	-	\$ -	- 5	\$ -
Gain(loss)-op's	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$ -	\$	-	\$ -	. {	\$ -
Non-op. income	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$ -	\$	-	\$ -	- 5	\$ -
Non-op. expense	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$ -	\$	-	\$ -	- 9	,
Total inc. (loss)	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$ -	\$	-	\$ -		5 -
Adjustments	If pa	ast amoul	nts i	includes n	on-re	ecurring e	хре	nses, suct	h as	costs of b	ank	ruptcy, ad	iusti	ments mig	ght be appro	pri	ate to compa	re with futu	ıre _l	projections		
BK Prof'l Fees	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$ -	\$	-	\$ -	. (\$ -
Other (explain)	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$ -	\$	-	\$ -	. (Б -
Cumulative adjust.	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$ -	\$	-	\$ -	. {	Б -
Instructions to Plan	prop	onent: L	_eav	e inapplic	able	cells blar	ık.			Start	of I	Bankrupto	:у С	ase (Ord	er For Relie	f):	01/01/14		End	notes (Ex.H)):	D1

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Dudley D)ebtor		EXHIBIT E: Se	cured Cla	aims, § 1111(b)	F	Periodio	Amounts [e.	$g_{\cdot,}$ every mo	. x 60	mo.]				2:14-12345
0,85	Intralied? VIM Short Description	/ \&	dndes f.t.Hill	rd Value	10% to be Paid	e Date of The Seal	ived to	THE STORES	Amorizin'	g Payme	Edingle Hotel	of Basis ,	at Editor	Paym	das
	Last National Bank	2A	Longer Description	n:	Secured by Debtor	's res	idence	(2nd DOT) ar	nd by busines	ss coll	ateral				
	Claim without bifurcation		\$ 700,000.00		Source (e.g., prod	of of c	laim):	Proof of claim	2-1						
	Collateral net value		\$ 500,000.00	(after any	senior liens)	Sc	ource:	Order (dkt. 50), valuing real	l estat	e) & Sche	dule B (pe	ersonal p	roper	ty)
Y	Secured Claim-Bifurcated		\$ 500,000.00	100.0%	\$ -	1	360	4.00% \$	2,387.08	\$ 2	,387.08	\$	-	\$	859,347.53
2A	+Deficiency, in Class 4A		\$ 200,000.00	12.0%	\$ -	1	60	% \$	400.00	\$	400.00	\$	-	\$	24,000.00
	=Totals Under Plan		\$ 700,000.00		\$ -		60	months at this	s amount:	\$ 2	,787.08	\$	-	\$	883,347.53
	§ 1111(b) election?		The cells below ma	ay be empt	y unless the judge	requi	ires a s	statement of "	§ 1111(b)" te	rms (s	ee Plan A	rt.I.B.)			
	at least present value		\$ 500,000.00		\$ -	1		<mark>%</mark> \$	-	\$	-	\$	-	\$	-
	at least full amount		\$ 700,000.00	100.0%	\$ -	1		% \$	-	\$	-	\$	-	\$	-
	§ 1111(b) Totals		\$ 700,000.00	100.0%	\$ -	1		% \$	-	\$	-	\$	-	\$	-

Note to Creditors: Bifurcation. As explained in the Plan (§ I.B., "Class 2", "(a)") secured claims generally are bifurcated (§ 506(a)) into a secured claim up to the value of the Collateral (after any senior liens) and an unsecured claim for any balance. If you wish to dispute the bifurcation/valuation then you should file a timely objection to confirmation of the Plan (but the Plan proponent should resolve all valuation issues *before* soliciting votes on the Plan).

Note to Creditors: § 1111(b) Election. (1) Applicability. The § 1111(b) analysis may be left blank, unless the judge requires that it be completed.

- (2) <u>Deadline</u>. The election must be made before conclusion of the disclosure statement hearing, or such later deadline as the court may fix (Rule 3014). Only creditors who request in writing a copy of proposed disclosure statements are entitled to a copy *before* it is approved at the disclosure statement hearing and mailed to all creditors (Rule 3017(a)), so creditors who are not proactive may miss the deadline to demand the § 1111(b) analysis and make the § 1111(b) election.
- (3) Complexity. The § 1111(b) election is complex most creditors do not make it, and before doing so you are strongly encouraged to consult an attorney. Briefly, the election generally results in *no increase in present value* of the payment stream under the Plan (§ 1129(b)(2)(A)(i)(II), Plan § 1.B.). Instead the Plan proponent usually proposes a substantially *longer term*, resulting in *smaller payments*. In addition, if you make the election you will *lose any unsecured "deficiency" claim* (with its voting rights and distributions, if any). The benefit of making the election is that your claim is not bifurcated (*i.e.*, you retain the full dollar amount of your lien), which means that if the Collateral increases in value then probably you will share in that increase if either (a) the Collateral is sold or refinanced (and the security documents contain due on sale/refinance provisions that you can enforce) or (b) Debtor defaults and you are able to foreclose.
- (4) <u>Imputed & actual interest rates</u>. (a) Plan proponents typically seek long repayment periods because shorter periods increase the *imputed* interest rate (*e.g.,* if a claim of \$400,000 is secured by collateral worth \$300,000, and Debtor pays \$400,000 in 1 year, then the imputed interest rate is approximately 33% (\$300,000 x 1.33 = \$399,000)! (b) Unless otherwise stated in the Plan, the *actual* interest rate on any late payments or additional indebtedness will be the interest rate used for the "present value" calculation.

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Dudley Debtor			Exhibit F	: Gene	eral Uns	ecured Claims	, in (Class 4/	A or 4	В				2:14-12345
Claim Information:	Insider	5	Scheduled Cla	ims		Filed Claims		Obj.	Pre:	sumed Amt.	Order	Adjusted Amt.	Divid	dend (from
Name / Description / Endnotes	<i>Y?</i>	Amo	ount	D/C/U	POC#	Amount		Dkt.#	§502	(a)/1111(a)	Dkt.#	(if any)	Ex.A	A) 12.0%
1. Manual Option: total from bankr. Sched. F-	\rightarrow	\$	250,000.00	Сору а	attached	at docket no.—	>	1						
2.Minus any claims manually reduced/deleted-	\rightarrow	\$	-											
3.Plus any claims manually increased/added-	→	\$	-										Pla	an Payments:
4.Subtotal, manually estimated claims (ln.1 to	3):	\$	250,000.00						\$	250,000.00			\$	30,000.00
5. Electronic Option: in addition, or in the alt	ernative, s	ome c	or all claims m	ay be lis	sted indiv	vidually below								
		\$	-			\$	-		\$	-		\$ -	\$	-
		\$	-			\$	-		\$	-		\$ -	\$	-
		\$	-			\$	-		\$	-		\$ -	\$	-
		\$	-			\$	-		\$	-		\$ -	\$	-
		\$	-			\$	-		\$	-		\$ -	\$	-
		\$	-			\$	-		\$	-		\$ -	\$	-
		\$	-			\$	-		\$	-		\$ -	\$	-
		\$	-			\$	-		\$	-		\$ -	\$	-
		\$	-			\$	-		\$	-		\$ -	\$	-
		\$	-			\$	-		\$	-		\$ -	\$	-
6.Estimated "rejection" claims (see Ex.B)↓ (If t	here are n	nore re	ejection claims	than th	e two ro	ws below, then	use	any blar	nk row	for more cla	ims)			
						\$	-		\$	-		\$ -	\$	-
						\$	-		\$	-		\$ -	\$	-
7a.Deficiency class 2A (estimated in Ex.E)									\$	200,000.00		\$ -	\$	24,000.00
7b.Deficiency class 2B (estimated in Ex.E)									\$	-		\$ -	\$	-
7c.Deficiency class 2C (estimated in Ex.E)									\$	-		\$ -	\$	-
8.Ex.F-Continuation Sheet (if any)		\$	-			\$	-		\$	-		\$ -	\$	-
9.Totals (In.4 to 8)		\$	250,000.00			\$			\$	450,000.00	+	\$ -		
10.Grand Total						Presume	ed Ar	nounts	+ any	Adjusted Am	ounts→	\$ 450,000.0	0 \$	54,000.00

Instructions to Plan Proponent:

⁽¹⁾ Quick start: Enter an estimated rough total in the first row (manual option). Later on you can revise the amount and break it down by individual claim (if required).

^{(2) &}lt;u>Data entry</u>: If using the electronic option, copy data from (a) bankruptcy Schedule F and (b) the court's claims register. The spreadsheet will automatically calculate the "Presumed Amt." (if any) and you can override that with an "Adjusted Amt." if appropriate (e.g., if the court has reduced or disallowed the claim).

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Dudley Debtor				Exhibit G: Liquidation Analysis							2:14-12345		
Itemized below are any changes to the most rec	ent ba	ankruptcy Sche	edules	A&B, attached/at docket # →→→		1		Endnote	s (Ex.H):				
1. Total from bankruptcy Schedule A:	\$	900,000.00	B.24.	Customer lists/personal info.	\$	-	Part	nerships: If D	ebtor is a	partne	ership, then		
less 8% costs of sale	\$	(72,000.00)	B.25.	Vehicles & accessories	\$	-	gene	eral partners ar	e liable fo	r any d	deficiency of		
	\$	-	B.26.	Boats, motors, accessories	\$	-	esta	te property to p	ay all allo	wed c	aims (§		
	\$	-	B.27.	Aircraft and accessories	\$	-	,	(a)) so their fina	ncial cond	dition i	nust be		
	\$	-	B.28.	Office equip., furnishings, supplies	\$	-	discl	osed.					
	\$	-	B.29.	Machinery, fixtures, equip., supplies	\$	-							
2.Adjusted total, Schedule A property	\$	828,000.00	B.30.	Inventory	\$	-		e on valuation	•	•	court order		
3. Total from bankruptcy Schedule B	\$	139,500.00	B.31.	Animals	\$	-		tached continu			00/		
B.1. Cash on hand	\$	-	B.32.	Crops - growing or harvested	\$	-	(1) F	Real estate valu	ation may	/ assu	me 8% costs		
B.2. Bank accounts, or equivalent	\$	-	B.33.	Farming equipment/implements	\$	-		_	ahla mav	ha dis	counted up		
B.3. Security deposits	\$	-	B.34.	Farm supplies, chemicals, feed	\$	-	` '	(2) Accounts receivable may be discounted up to 50% of face value (to account for lack of collectibility in orderly liquidation)					
B.4. Household goods and furnishings	\$	-	B.35.	Other (itemize in Ex.H)	\$	-	II	ollectibility in orderly liquidation).					
B.5. Books, art, antiques, collectibles	\$	-	4.Adjusted total, Sch. B property			139,500.00		ollectibility in orderly liquidation). 3) Any appraisals or other support for aluations are available upon request.					
B.6. Wearing apparrel	\$	-	5. Oth	ner (e.g., avoidance actions-itemize)	\$	-	` '						
B.7. Furs and jewelry	\$	-	6. Tot	al Assets (In.2+4+5)	\$	967,500.00							
B.8. Hobby equipment	\$	-	7. Cla	ims Senior to General Unsecured Claim	S			Hypothetical	chapter 7	truste	e fees		
B.9. Insurance policies	\$	-	7a. Se	ecured claims (after bifurcation)	\$	900,000.00	\$	967,500.00	Total disk	oursen	nents		
B.10. Annuities	\$	-	7b. Ch	napter 7: trustee fees (from sidebar)	\$	50,108.00	\$	(30,340.00)	Minus ex	emptio	ons		
B.11. Tuition accounts	\$			napter 7: other costs of administration	\$	-	\$	-	Minus ad	justme	ents*		
B.12. IRAs or other pension/profit sharing	\$	-	7d. Ch	napter 11: unpaid professionals' fees	\$	20,000.00	\$	937,160.00	= Net dis	burser	ments		
B.13. Stock/interests in businesses	\$	-	7e. Ch	napter 11: other administrative costs	\$	-		§ 32	6 calculat	ions			
B.14. Partnerships or joint ventures	\$	-	7f. Pri	ority claims (bankruptcy Schedule E)	\$	10,000.00	\$	5,000.00	X 25%=	\$	1,250.00		
B.15. Bonds & instruments	\$	-	7g. De	ebtor's exemptions (bankr. Sch.C)	\$	30,340.00	\$	45,000.00	X 10%=	\$	4,500.00		
B.16. Accounts receivable	\$	-	7h. Ot	ther/adjustments (describe in Ex.H)	\$	-	\$	887,160.00	X 5%=	\$	44,358.00		
B.17. Domestic support/property division	\$	-	8. Tot	al Senior Claims (In. 7a to 7h)	\$	1,010,448.00	\$	-	X 3%=	\$	-		
18. Tax refunds & other liquidated \$ \$		-	9. Net	available for unsecured (In.6-In.8)	\$	-	\$	937,160.00	Totals	\$	50,108.00		
B.19. Equitable interests, life estates, etc.	\$	-	10a.G	en. unsecured claims from Ex.F	\$	450,000.00		Adjustmer	nt (if any)	\$	-		
B.20. Inheritances, death benefits, etc. \$ -		-		ther gen. unsecured claims (if any)	\$	-		Tru	stee Fee	\$	50,108.00		
B.21. Other contingent/unliquidated claims	\$	-	11.To	tal gen. unsecured (In.10a+10b)	\$		•	ustments would		0			
<u> </u>				, ,					ne refunds, and non-estate funds/ assets returned				
B.23. Licenses, franchises, intangibles	\$	-	13. Pla	an Est. Dividend (Ex.A Class 4A)	12.00%	% to third parties.							

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Dudley Debtor	EXHIBIT H: Endnotes /	Continuation Sheets	2:14-12345
(1) Endnote# L	Example: "1B: Creditor has agreed to loan modification"		
2A	Treatment of Class 2A is per agreement with Creditor		
D1	As of Petition Date, Debtor's income was negative due to injury. Postpetitio	n, health & income have steadily imp	proved.
(2) Debtor's his	istory: including events leading to bankruptcy and, unless Debtor is an indiv	vidual, the identity of Debtor's principa	als, management, and relevant affiliates
7/4/10	Debtor founded Widgets Mfg.		
12/26/13	Debtor was injured at work, and fell behind on home mortgage and business	s debts	
1/1/14	Debtor filed bankruptcy petition		
//_			
(3) Significant	events during the bankruptcy case: including any borrowing/cash collate	eral orders, sales of assets out of the	ordinary course of business, the status of litigation by
or against Debt	tor, the identity of professionals employed by Debtor, and the bar date - i.e., t	<u> </u>	
1/2/14	"First day" motions filed (cash collateral, employment of Sara Smith, Esq., e	ect.) - later granted (Orders, dkt. 9, 10), 11, 22, 27)
4/1/14	Bar date for filing proofs of claim		
	gy: steps taken or planned to fix the problems that led to bankruptcy (e.g., D	, ,	new job at comparable pay starting//, or Debtor
previously unde	erpriced goods and has now increased prices without material loss in sales w	olume)	
(5) Principal ris	isk factors: e.g., asset sale could fall through, Debtor could lose employment	nt/business, loss of key employees, i	oss of paying tenants, etc.
	anticipated or pending: e.g., claims objections, preference and fraudulent	<u> </u>	
Name (Plaintiff	(s) v. Defendant(s)) Projected gross recovery (or liability)	Nature of claim(s) (e.g., § 547) are	d current status
	- \$	-	
	\$	•	
Instructions to	Plan proponent: (1) Attach more continuation sheets. The above are only	examples. Create your own continu	uation sheets as needed.
(2) File any bulk	ky documents separately. Incorporate them by reference ($e.g.$, any appraisa	als should either be filed separately of	r available upon request).

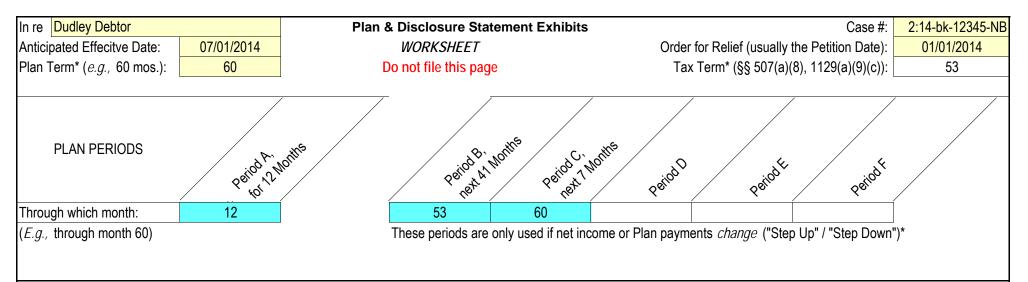
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EXAMPLE "B"

"STEP" PLAN

(Same Plan and Disclosure Statement except for about a dozen changes – highlighted in blue – to the Worksheet and the data on Exhibits A, C, and H. Only the changed pages are included in this example.)

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Instructions to Plan Proponent:

- (1) Quick start: (a) Begin with highlighted cells. (Later you can edit other cells, unless they are protected formulas or text.)
 - (b) Enter the Plan Term in Period A (e.g., "60") (or enter the Tax Term, if applicable). You can adjust the Periods later if needed.*
 - (c) Follow the samples / tutorial posted on the court's website.
- (2) Be flexible: (a) Use Endnotes (Ex.H) and Continuation Sheets as needed (e.g., for extra space, or special provisions).
 - (b) In rare instances, it is appropriate to bypass assumptions that are built into the spreadsheet (e.g., Ex.A assumes certain tax payments (§ 1129(a)(9)(C)), but if a different treatment is agreed or proposed, then use an Extra Row to show it, with an explanation in an Endnote).
- (3) Assembly: (a) Exhibits: Attach Ex.A&B to the Plan, and Ex.C-H & supporting documents to the Disclosure Statement-if the judge permits, file bulky documents separately.
 - (b) Service: Do not serve your Plan documents on the entire creditor matrix until the judge authorizes voting (see Rule 3017).

Instructions to ACCOUNTANTS: In preparing any financial statements in these exhibits, please consult the Statement of Position 90-7, Financial Reporting by Entities in Reorganization Under the Bankruptcy Code (11/19/90, as it may be amended from time to time) prepared by the AICPA Task Force on such reporting.

*Notes: (1) Plan Term. The Plan Term has nothing to do with the Term over which individual claims are paid (that is specified in Ex.A). The Plan Term is the period of projected cash flows (Ex.C) and, if Debtor is an individual, it is also the period before Debtor is eligible for a standard discharge (see Plan Article IV.A.).

(2) Plan Periods. Choose Periods with no change in either (a) net income or (b) Plan Payments (otherwise, monthly cash flow calculations in Ex.C will be incorrect).

Example 1: If Debtor owes priority taxes that will be paid over a 53 month Tax Term, then Period A should be "53" (or less). (If you forget this, then the spreadsheet will remind you when you try to enter a dollar amount for priority taxes in Ex.A.)

Example2: If the same Debtor anticipates an increase in net income after 12 months, then Period A should be to month "12", Period B should be to month "53", and Period C should be to month "60". (Again, if you forget, the spreadsheet will remind you.)

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Dud	ey C)ebtor	EXH	IBIT A-Treatm	ent of Claim	s / Interests	Per	iodic F	Payments	[<i>e.g.,</i> e	every mo	o. x 6	0 mos.]			2:1	4-bk-12345-NB
\c\(\c\)	1055	majest VIII Snort Description	Eight	as Extra Estinated	Cairnole Cairnole	to be Poid	Date	SINA)	en life	Inde la	Anotizi	ng Pat	ments Lauralent	of Bais	SALE BOILD	In Pari	Totals Including
		US Trustee Fees	\$	1,250.00	100.0% \$	1,250.00										\$	1,250.00
		Tax § 507(a)(8) IRS	\$	40,000.00	100.0% \$	-	1	53	3.00%	see Ex	x.A1	se	e Ex.A1			\$	42,758.41
		Tax § 507(a)(8)	\$	-	100.0% \$	-	1		%	\$	-	\$	-			\$	-
	44444	Debtor's attorney	\$	20,000.00	100.0% \$	20,000.00	1		%	\$	-	\$	-	\$	-	\$	20,000.00
		Debtor's accountant /FA	\$	-	100.0% \$	-	1		%	\$	-	\$	-	\$	-	\$	-
1A	Υ	Home, 1st DOT arrears	\$	70,000.00	100.0% \$	-	1	60	4.00%	\$ 1,	289.16	\$	1,289.16	\$	-	\$	77,349.39
1B		Home, 2d DOT arrears	\$	-	100.0% \$	-	1		%	\$	-	\$	-	\$	-	\$	-
1C		Home, 3d DOT arrears	\$	-	100.0% \$	-	1		%	\$	-	\$	-	\$	-	\$	-
2A	Υ	Last National Bank	2A \$	500,000.00	100.0% \$	-	1	360	4.00%	see Ex	x.A1	se	e Ex.A1	\$	-	\$	863,100.00
2B			\$	-	100.0% \$	-	1		%	\$	-	\$	-	\$	-	\$	-
2C			\$	-	100.0% \$	-	1		%		-	\$	-	\$	-	\$	-
3A	Υ	Priority § 507(a) (7)	\$	10,000.00	100.0% \$	-	1	60	%		166.67	\$	166.67	\$	-	\$	10,000.00
3B		Priority § 507(a)	\$	-	100.0% \$	-	1		%		-	\$	-	\$	-	\$	-
4A	Υ	General unsecured (Ex.F)	\$	450,000.00	12.0% \$	-	1	60	%	\$	900.00	\$	900.00	\$	-	\$	54,000.00
4B		Pay 100% up to \$ -	\$	-	100.0% \$	-										\$	-
5A		Individual Debtor		interests uncha		-		_ •					payment is		,	\$	-
	↓ <i>E</i>	ktra Rows (more classes, or a	unclassifi	ied claims). Cl		cipal residence" s	ecui	red, 2			3 =prior	ity, 4	4 =general น	insecure	ed, 5 =inter	ests	
			\$	-	100.0% \$	-	1		%	\$	-	\$	-	\$	-	\$	-
			\$	-	100.0% \$	-	1		%	\$	-	\$	-	\$	-	\$	-
			\$	-	100.0% \$	-	1		%	\$	-	\$	-	\$	-	\$	-
			\$	-	100.0% \$	-	1		%	\$	-	\$	-	\$	-	\$	-
			\$	-	100.0% \$	-	1		%	\$	-	\$	-	\$	-	\$	-
			\$	-	100.0% \$	-	1		%	\$	-	\$	-	\$	-	\$	-
Ex.A	-Co	ntinuationSheet (if any)	\$	-	\$	-						\$	-	\$	-	\$	-
Ex.E	tota	als (§ 365) (if any)	\$	250.00	100.0% \$	250.00	1		%	\$	-	\$	-	\$	-	\$	250.00
GR/	ND	TOTALS	\$	1,091,500.00	\$	21,500.00						\$	2,355.82	\$	-	\$	1,068,707.80

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Dudl	ey Debtor	EXH	HIBIT A1 - V	aria	ble Paymer	ts ("Step up" /	"Ste	ep down") if	any				2:14	-bk-12345-NB
Ċ	Jes Snort Description	/	Period P. S.	. Mor.	Peiod B. Salt	10.76	Paid 1 m	55.1	Rest 60)		Poilalt	periodif	s/ho.At	Let Jack	Leiod Langue
	Tax § 507(a)(8) IRS	\$	806.76	\$	806.76	\$	-	\$	-	\$	- \$	-	\$ -	\$	42,758.41
	Tax § 507(a)(8)	\$	-	\$	-	\$	-	\$	-	\$	- \$	-	\$ -	\$	-
	Debtor's attorney	\$	-	\$	-	\$	-	\$	-	\$	- \$	-	\$ -	\$	-
	Debtor's accountant /FA			\$	-	\$	-	\$	-	\$	- \$	-	\$ -	\$	-
1A	Home, 1st DOT arrears	\$	-	\$	-	\$	-	\$	-	\$	- \$	-	\$ -	\$	-
1B	Home, 2d DOT arrears	\$	-	\$	-	\$	-	\$	-	\$	- \$	-	\$ -	\$	-
1B	Home, 3d DOT arrears	\$	-	\$	-	\$	-	\$	-	\$	- \$	-	\$	\$	-
2A	Last National Bank	\$	1,800.00	\$	2,500.00	\$	2,500.00	\$	-	\$	- \$	-	\$ 2,405.00	\$	863,100.00
2B		\$	-	\$	-	\$	-	\$	-	\$	- \$	-	\$	\$	-
2C		\$	-	\$	-	\$	-	\$	-	\$	- \$	-	\$ -	\$	-
3A	Priority § 507(a) (7)	\$	-	\$	-	\$	-	\$	-	\$	- \$	-	\$ -	\$	-
3B	Priority § 507(a)	\$	-	\$	-	\$	-	\$	-	\$	- \$	-	\$ -	\$	-
4A	General unsecured (Ex.F)	\$	-	\$	-	\$	-	\$	-	\$	- \$	-	\$ -	\$	-
5A	Individual Debtor	\$	-	\$	-	\$	-	\$	-	\$	- \$	-		\$	-
↓ Ex	tra Rows (more classes)														
		\$	-	\$	-	\$	-	\$	-	\$	- \$	-	\$ -	\$	-
		\$	-	\$	-	\$	-	\$	-	\$	- \$	-	\$ -	\$	-
		\$	-	\$	-	\$	-	\$	-	\$	- \$	-	\$ -	\$	-
		\$	-	\$	-	\$	-	\$	-	\$	- \$	-	\$ -	\$	-
		\$	-	\$	-	\$	-	\$	-	\$	- \$	-	\$ -	\$	-
		\$	-	\$	-	\$	-	\$	-	\$	- \$	-	\$ -	\$	-
Ex.A	1-ContinuationSheet (if any)	\$	-	\$	-	\$	-	\$	-	\$	- \$	-		\$	-
Ex.B	B "Promptly After" Effective Date	\$	-	\$	-	\$	-	\$	-	\$	- \$	-	\$ -	\$	-
TOT	AL Variable Payments	\$	2,606.76	\$	3,306.76	\$	2,500.00	\$	-	\$	- \$	-		\$	905,858.41

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Dudley Debtor			EXHIBIT C: C	ash F	Tow Projections	S						2:14-bk-12345-NB
Supporting documents must be attached, unless the judge orders otherwise	tiddi.	ges ExtIII the city	a Date IIIA	2 kg.	od nitt ⁵ Period ^{B. S.} Ino ^S	"Text	Paid 1 mg	o. red of Period))	PeriodE	PeriodE	Totals
1.Bank balance at start of period	\$	30,000.00	\$ 8,500.0		8,948.97	\$ 2	22,782.96	\$ -	\$	- \$	-	
One-time events (bank withdrawals, as	sset sale		. ,	these	are not monthly	y ever	nts so the P	eriod at top of co	olumn	should be only 1 mon	th long.	
2a.Funds drawn from bank account	\$	25,000.00	\$	- \$	- 9	\$	-	\$ -	\$	- \$	-	\$ 25,000.00
2b.Family contribution (one-time)	\$	-	\$	- \$	- 9	\$	-	\$ -	\$	- \$	-	\$ -
2c.Asset sale	\$	-	\$	- \$	- 9	\$	-	\$ -	\$	- \$	-	\$ -
2d.Other:	\$	-	\$	- \$	- 9	\$	-	\$ -	\$	- \$	-	\$ -
2e.Other:	\$	-	\$	- \$	- 9	\$	-	\$ -	\$	- \$	-	\$ -
3.Total one-time \$ (In.2a to 2e)	\$	25,000.00	\$	- \$	- 3	\$	-	\$ -	\$	- \$	-	\$ 25,000.00
Monthly net income: Ln.5=Quick Versi	ion: any	changes expla	ined in "hard o	opies	" (Sched. I&J, et	tc.) or	Ex.H; In.7=	Detailed Versio	n: any	changes shown on E	x.C1, C2	etc.
4. \$/mo. From Prior Period				\$	5,000.00	\$	6,000.00	\$ -	\$	- \$	-	
5.Quick Version-docs attached/dkt.#				∭ ↓0	Changes to net i	incom	ne:e.g., if t	ax was \$2000 &	will b	e \$1500, net income is	s +\$500	not -\$500
5a.Gross inc.			\$	\$	- 3	\$	-	\$ -	\$	- \$	-	
5b.Expenses			\$	\$	- 3	\$	-	\$ -	\$	- \$	-	
6.Net income/mo. (In.5a+5b)			\$	- \$	- \$	\$	-	\$ -	\$	- \$	-	
7a. Spreadsheet Ex.C1 (if any)			\$ 5,000.0	0 \$	1,000.00	\$	-	\$ -	\$	- \$	-	
7b. Spreadsheet Ex.C2 (if any)			\$	- \$	- \$	\$	-	\$ -	\$	- \$	-	
7c. Spreadsheet Ex.C3 (if any)			\$	- \$	- \$	\$	-	\$ -	\$	- \$	-	
8. Any UST fees after Effective Date			\$	- \$	- \$	\$	-	\$ -	\$	- \$	-	
9.Total monthly income (ln.4,6,7,8)			\$ 5,000.0	0 \$	6,000.00	\$	6,000.00	\$ -	\$	- \$	-	\$ 348,000.00
10.\$ for Plan (ln.3+9)	\$	25,000.00	\$ 5,000.0	0 \$	6,000.00	\$	6,000.00	\$ -	\$	- \$	-	
11a.Minus Plan payments in Ex.A	\$	(21,500.00)	\$ (2,355.8	32) \$	(2,355.82)	\$ ((2,355.82)	\$ -	\$	- \$	-	
11b.Minus Plan paymt. (Ex.A1, if any)			\$ (2,606.7	'6) \$	(3,306.76)	\$ ((2,500.00)	\$ -	\$	- \$	-	
12.=Ending \$/mo. (ln.10+11a+11b)	\$	3,500.00	\$ 37.4	1 \$	337.41	\$	1,144.18	\$ -	\$	- \$	-	
13. x Duration, in months			12		41		7					60
14. = Unspent \$ (In.12 x 13)	\$	3,500.00	\$ 448.9	7 \$	13,833.99	\$	8,009.24	\$ -	\$	- \$	-	
15.Bank balance (ln.1 -2a +14)	\$	8,500.00	\$ 8,948.9	7 \$	22,782.96	\$ 3	0,792.20	\$ -	\$	- \$	-	

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Dudley Debtor			EXHI	BIT C: Casl	h Flow	Projectio	ns						2	:14-bk-12345-NB
Supporting documents must be attached, unless the judge orders otherwise	/4	ndides lettly grades	e Date	Poliod P. S.	Mortes	Period B. Salt	, 16	Period 7 mm	no. not	o. Perodo	Peirol	/ \$\ /	Periodif	Totals
Exhibit C1 Individuals' income		Debtors' occupat	ions –	$\rightarrow \rightarrow$	Debto	r is a self-e	mplo	oyed widget n	nanuf	acturer				
1a. Historical gross inc., this source	C1	\$ 4,900.00	←Inc	dividual(s)' g	ross in	come/mo.	(e.g.	, In.12 of late	st bar	nkr. Sched. I) attached/at do	cket #→		1
1b. Historical exepenses, this source		\$ (5,000.00)	←Inc	dividual(s)' e	xpense	es/mo. (e.g	ı., ln.	23b of latest	bankr	. Schedule J) attached/at d	ocket#→		
2. Historical net income (In.1a+1b)		\$ (100.00)	←Ind	dividual(s)' n	et inco	me/mo. (e	.g., Ir	n.23c of lates	t bank	r. Schedule	J) attached/at	docket #→		
3.Adjustments: 3a.		\$ -	Minu.	s any duplic	ate inc	come (expla	ain ir	ո Ex.H: <i>e.g.,</i> i	if busi	iness/rental	income is on bo	th Sched.I I	n.8a & else	ewhere)
(no double- 3b.		\$ -	Plus	any duplica	te expe	enses (exp	lain i	n Ex.H: <i>e.g.</i> ,	if bus	siness/rental	exp. are on bo	th Sch. J In.	20 and els	sewhere)
counting) 3c.		\$ -	Other	r adjustment	ts to a	oid double	-cou	<i>ınting</i> (explaiı	n in E	x.H)				
4.Adjusted <i>historical</i> inc. (ln.2+ln.3)		\$ (100.00)												
5.Start: net income from prior period			\$	(100.00)	\$	5,000.00	\$	6,000.00	\$	-	\$ -	\$	- ///	
6. Changes (by line #/item)			↓ <i>Cha</i>	anges to ne	t incon	<i>ne: e.g.,</i> if	tax v	was \$2000 &	will be	e \$1500, net	income is +\$50	00 <i>not -</i> \$50	0	
I2.Gross wages/salary/commission	C1		\$	5,100.00	\$	-	\$	-	\$	-	\$ -	\$	-	
I2.Gross wages/salary/commission	C2		\$	-	\$	1,000.00	\$	-	\$	-	\$ -	\$	-	
I2.Gross wages/salary/commission	C3		\$	-	\$	-	\$	(3,000.00)	\$	-	\$ -	\$	-	
I8e.Social Security	C3		\$	-	\$	-	\$	500.00	\$	-	\$ -	\$	- //	
18g.Pension or retirement income	C3		\$	-	\$	-	\$	2,500.00	\$	-	\$ -	\$	- //	
			\$	-	\$	-	\$	-	\$	-	\$ -	\$	- //	
			\$	-	\$	-	\$	-	\$	-	\$ -	\$	-	
			\$	-	\$	-	\$	-	\$	-	\$ -	\$	- ///	
			\$	-	\$	-	\$	-	\$	-	\$ -	\$	-	
			\$	-	\$	-	\$	-	\$	-	\$ -	\$	- //	
			\$	-	\$	-	\$	-	\$	-	\$ -	Ψ	- ///	
			\$	-	\$	-	\$	-	\$	-	\$ -	Ψ	- ///	
			\$	-	\$		\$	<u>-</u>	\$		\$ -	\$	- ///	
7. Total <i>changes</i> (total from ln.6)			\$	5,100.00		1,000.00	\$	-	\$	-	\$ -	Ψ	-	
8. Net income/mo. (ln.5 + ln.7)			\$	5,000.00	\$	6,000.00	\$	6,000.00	\$	-	\$ -	\$	- \$	348,000.00

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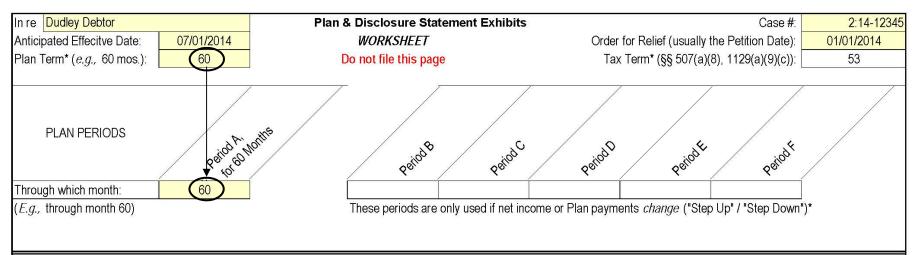
Dudley Debtor	EXHIBIT H: Endnotes / 0	Continuation Sheets	2:14-bk-12345-NB
(1) Endnote# 1	Example: "1B: Creditor has agreed to loan modification"		
C1, D1	As of Petition Date, Debtor's income was negative due to injury. Postpetition	n, health & income have steadily imp	proved (see Ex. D)
2A	Treatment of Class 2A is per agreement with creditor		
C2	New contract will result in substantially increased sales after 12 months		
C3	Debtor will be semi-retired in Period C, after age 65		
	istory: including events leading to bankruptcy and, unless Debtor is an indiv	ridual, the identity of Debtor's principa	als, management, and relevant affiliates
7/4/10	Debtor founded Widgets Mfg.		
12/26/13	Debtor was injured at work and fell behind on home mortgage and business	debts	
1/1/14	Debtor filed bankruptcy petition		
//			
	events during the bankruptcy case: including any borrowing/cash collate		ordinary course of business, the status of litigation by
or against Debt	tor, the identity of professionals employed by Debtor, and the bar date - i.e., t	٠.	
1/2/14	"First day" motions filed (cash collateral, employment of Sara Smith, Esq., e	ct.) - later granted (dkt. 9, 10, 11, 22	, 27)
4/1/14	Bar Date for filing proofs of claim		
//			
//_			
	gy: steps taken or planned to fix the problems that led to bankruptcy (e.g., D	. 3	new job at comparable pay starting/, or Debtor
previously unde	erpriced goods and has now increased prices without material loss in sales vo	olume)	
(5) Principal ri	isk factors: e.g., asset sale could fall through, Debtor could lose employmen	nt/business, loss of key employees, i	loss of paying tenants, etc.
	anticipated or pending: e.g., claims objections, preference and fraudulent	<u> </u>	
Name (Plaintiff	(s) v. Defendant(s)) Projected gross recovery (or liability)	Nature of claim(s) (e.g., § 547) are	nd current status
	- \$	•	
	-	•	
Instructions to	Plan proponent: (1) Attach more continuation sheets. The above are only	examples. Create your own continu	uation sheets as needed.
(2) File any bull	ky documents separately. Incorporate them by reference ($e.g.$, any appraisa	als should either be filed separately of	r available upon request).

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"TUTORIAL" showing how Source Documents are used to fill out the Exhibits

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WORKSHEET



Instructions to Plan Proponent:

- (1) Quick start: (a) Begin with highlighted cells. (Later you can edit other cells, unless they are protected formulas or text.)
 - (b) Enter the Plan Term in Period A (e.g., "60") (or enter the Tax Term, if applicable). You can adjust the Periods later if needed.*
 - (c) Follow the samples / tutorial posted on the court's website.
- (2) Be flexible: (a) Use Endnotes (Ex.H) and Continuation Sheets as needed (e.g., for extra space, or special provisions).
 - (b) In rare instances, it is appropriate to bypass assumptions that are built into the spreadsheet (e.g., Ex.A assumes certain tax payments (§ 1129(a)(9)(C)), but if a different treatment is agreed or proposed, then use an Extra Row to show it, with an explanation in an Endnote).
- (3) <u>Assembly</u>: (a) Exhibits: Attach Ex.A&B to the Plan, and Ex.C-H & supporting documents to the Disclosure Statement-if the judge permits, file bulky documents separately. (b) Service: Do not serve your Plan documents on the entire creditor matrix until the judge authorizes voting (see Rule 3017).

Instructions to <u>ACCOUNTANTS</u>: In preparing any financial statements in these exhibits, please consult the Statement of Position 90-7, Financial Reporting by Entities in Reorganization Under the Bankruptcy Code (11/19/90, as it may be amended from time to time) prepared by the AICPA Task Force on such reporting.

*Notes: (1) Plan Term. The Plan Term has nothing to do with the Term over which individual claims are paid (that is specified in Ex.A). The Plan Term is the period of projected cash flows (Ex.C) and, if Debtor is an individual, it is also the period before Debtor is eligible for a standard discharge (see Plan Article IV.A.).

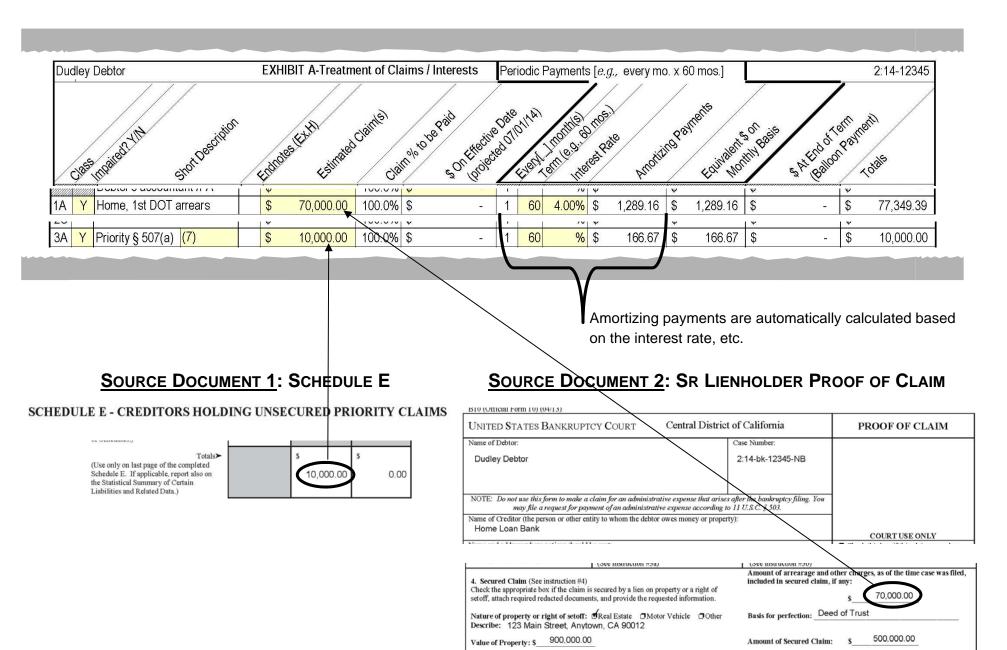
(2) Plan Periods. Choose Periods with no change in either (a) net income or (b) Plan Payments (otherwise, monthly cash flow calculations in Ex.C will be incorrect).

Example1: If Debtor owes priority taxes that will be paid over a 53 month Tax Term, then Period A should be "53" (or less). (If you forget this, then the spreadsheet will remind you when you try to enter a dollar amount for priority taxes in Ex.A.)

Example2: If the same Debtor anticipates an increase in net income after 12 months, then Period A should be to month "12", Period B should be to month "53", and Period C should be to month "60". (Again, if you forget, the spreadsheet will remind you.)

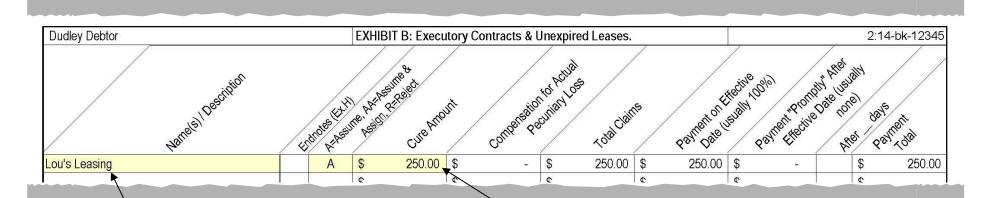
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EXHIBIT A



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EXHIBIT B



SOURCE DOCUMENT 1: SCHEDULE F

SCHEDULE F - CREDITORS HOLDING UNSECURED NONRRIORITY CLAIMS

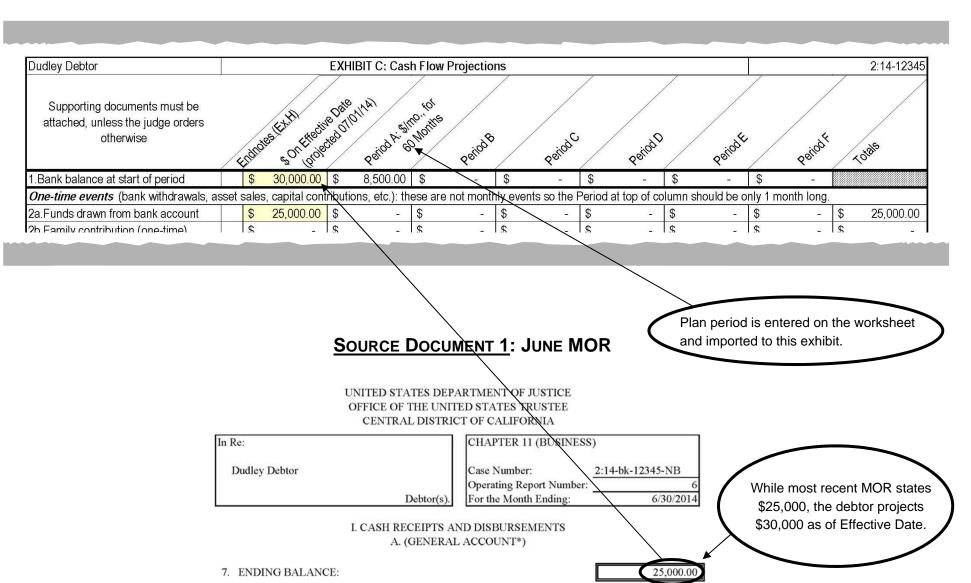
				ightharpoonup		
ACCOUNT NO. 789		Forklift lease arrearages				
Lou's Leasing 123 Downtheroad Ave. Anywhere, XX 12345	С				250.00	>
	ı					

SOURCE DOCUMENT 2: SCHEDULE G

SCHEDULE G - EXECUTORY CONTRACTS AND UNEXPIRED LEASES

NAME AND MAILING ADDRESS, INCLUDING ZIP CODE, OF OTHER PARTIES TO LEASE OR CONTRACT.	DESCRIPTION OF CONTRACT OR LEASE AND NATURE OF DEBTOR'S INTEREST. STATE WHETHER LEASE IS FOR NONRESIDENTIAL REAL PROPERTY. STATE CONTRACT NUMBER OF ANY GOVERNMENT CONTRACT.
Lou's Leasing 123 Downtheroad Ave. Anywhere, XX 12345	Personal Property Lease (Forklift)

EXHIBIT C

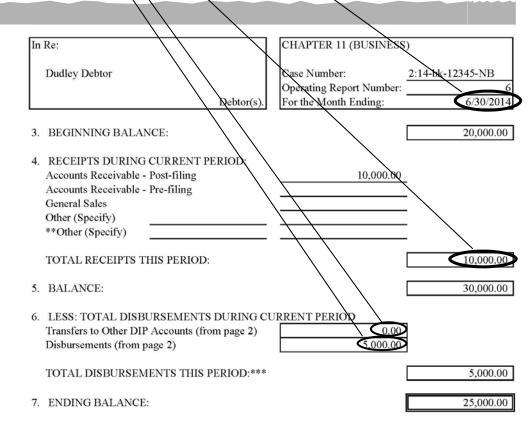


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EXHIBIT D

D = D11								21 S. D. D.				P 2				. 0	P. 4 11		: 1 X			4411 40045
Dudley Debtor							Ext	iibit D: Re	cei	nt Financi	al F	History (e .	g.,	last 6 o	r 12	2 months, or a	as directed b	by .	judge)	-0.0	2:	14-bk-12345
Month Ending:	0	1/31/14	0	2/28/14	0	3/31/14	0	4/30/14	0	5/31/14	0	6/30/14_	-	_/_/_				e.				
MOR dkt.#/Source		16		20		28		32		36		45								20		
Cash Accounting: G	ene	ral Accou	ınt (from 1st p	age	of Monthl	у О	perating R	ерс	orts (MOR	s), o	or closest e	equi	valent f	or p	prepetition per	riods- <i>e.g.,</i> (Qu	ickBooks™)			
Begining Balance	\$	10,000	\$	10,000	\$	11,000	\$	13,000	\$	16,000	\$	20,000	\$			\$ -	\$	-	\$ -		\$ -	\$ -
Total receipts	\$	5,000	\$	6,000	\$	7,000	\$	8,000	\$	9,000	\$	10,000	\$		-	\$ -	\$	-	\$ -	23	\$ -	\$ -
Transfers to accts.	\$		\$	-	\$	-	\$	-	\$		\$	-	\$		-	\$ -	\$	-	\$ -	en .	\$ -	\$ -
Disbursements	\$	(5,000)	\$	(5,000)	\$	(5,000)	\$	(5,000)	\$	(5,000)	\$	(5,000)	\$		-	\$ -	\$	=	\$ -		\$ -	\$ -
Total disbursements	\$	(5,000)	\$	(5,000)	\$	(5,000)	\$	(5,000)	\$	(5,000)	\$	(5,000)	\$		-	\$ -	\$	2	\$ -		\$ -	\$ -
Ending Balance	\$	10,000	\$	11,000	\$	13,000	\$	16,000	\$	20,000	\$	25,000	\$		-	· -	\$	-	\$ -	•0	\$ -	\$ -
Other accts-itemize	\$	=	\$	15	\$	-	\$	-	\$		\$	=	\$		1.00	\$ -	\$	-	\$ -	e i	\$ -	\$ -
Remaining Cash	\$	10,000	\$	11,000	\$	13,000	\$	16,000	\$	20,000	\$	25,000	\$		F	\$ \	\$	-	\$ -		\$ -	\$ -
			- Long to					COMME TOWARDS	-11			COLUMN TO STORY			. \							

SOURCE DOCUMENT 1: JUNE MOR



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EXHIBIT C1

Dudley Debtor			EXHIBIT C: Cash Flow Projections 2:14-bk-12345-NE
Supporting documents must be attached, unless the judge orders otherwise	4	idades Exten	period strong period pe
Exhibit C1 Individuals' income		Debtors' occupa	tions →→ Debtor is a self-employed widget manufacturer
1a. Historical gross inc., this source	C1	\$ 4,900.00	←Individual(s)' gross income/mo. (e.g., In.12 of latest bankr. Sched. I) attached/at docket #→
1b. Historical exepenses, this source		\$ (5,000.00	←ndividual(s)' expenses/mo. (e.g., In.23b of latest bankr. Schedule J) attached/at docket #→
2. Historical net income (In.1a+1b)		\$ (100.00	←Individual(s)' net income/mo. (e.g., In.23c of latest bankr. Schedule J) attached/at docket #→
3.Adjustments: 3a.		\$ 7-	Minus any duplicate income (explain in Ex.H: e.g., if business/rental income is on both Sched.l In.8a & elsewhere)
(no double- 3b.		\$	Plus any duplicate expenses (explain in Ex.H: e.g., if business/rental exp. are on both Sch. J In.20 and elsewhere)
counting) 3c.		\$ -	Other adjustments to avoid double-counting (explain in Ex.H)
4.Adjusted historical inc. (In.2+In.3)		\$ (100.00	

SOURCE DOCUMENT 1: SCHEDULE J Official Form B 6J Schedule J: Your Expenses 12/13 23. Calculate your monthly net income. 23a. Copy line 12 (your combined monthly income) from Schedule 1. 23b. Copy your monthly expenses from line 22 above. 23c. Subtract your monthly expenses from your monthly income. The result is your monthly net income.

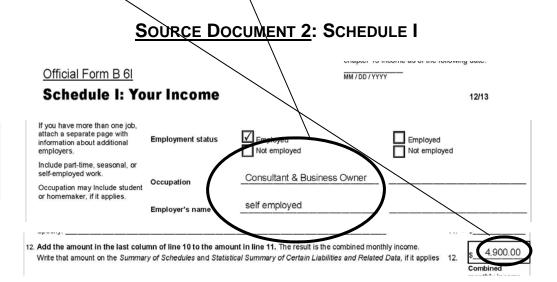
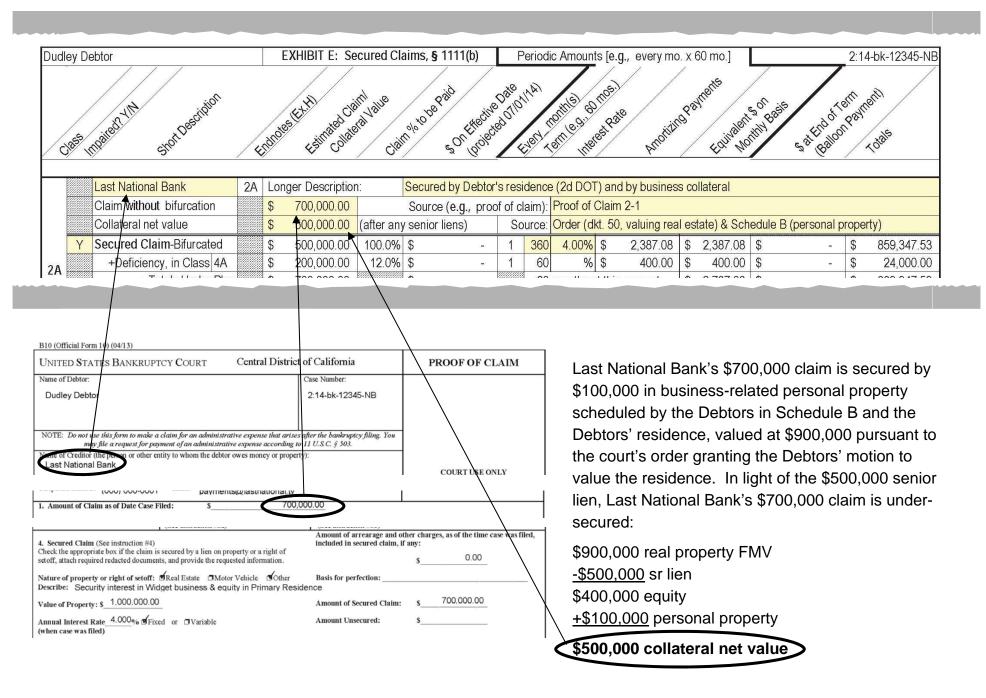


EXHIBIT E



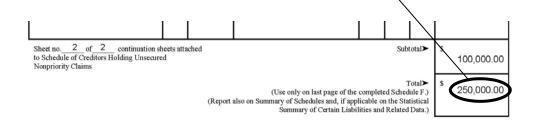
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EXHIBIT F

Dudley Debtor		Exhibit	F: Gene	eral Uns	ecured Claims, in	Class 4	A or 4B			2:14-bk-	12345-NB
Claim Information:	Insider	Scheduled Cla	aims		Filed Claims	Obj.	Presumed Amt.	Order	Adjusted Amt.	Dividend	d (from
Name / Description / Endnotes	Y?	Amount	D/C/U	POC#	Amount	Dkt.#	§502(a)/1111(a)	Dkt.#	(if any)	Ex.A)	12.0%
1.Manual Option: total from bankr. Sched. F	\rightarrow	\$ 250,000.00	Соруа	attached	/at docket no.→	1					
2.Minus any claims manually reduced/deleted	\rightarrow	\$ -									
3.Plus any claims manually increased/added-	→	\$ -								Plan P	ayments:
4.Subtotal, manually estimated claims (ln.1 to	3):	\$ 250,000.00	*	\			\$ 250,000.00			\$ 3	30,000.00
5.Electronic Option: in addition, or in the ai	ternative, s	some or all claims n	nav be lis	sted indiv	ridually below				Entertaited		

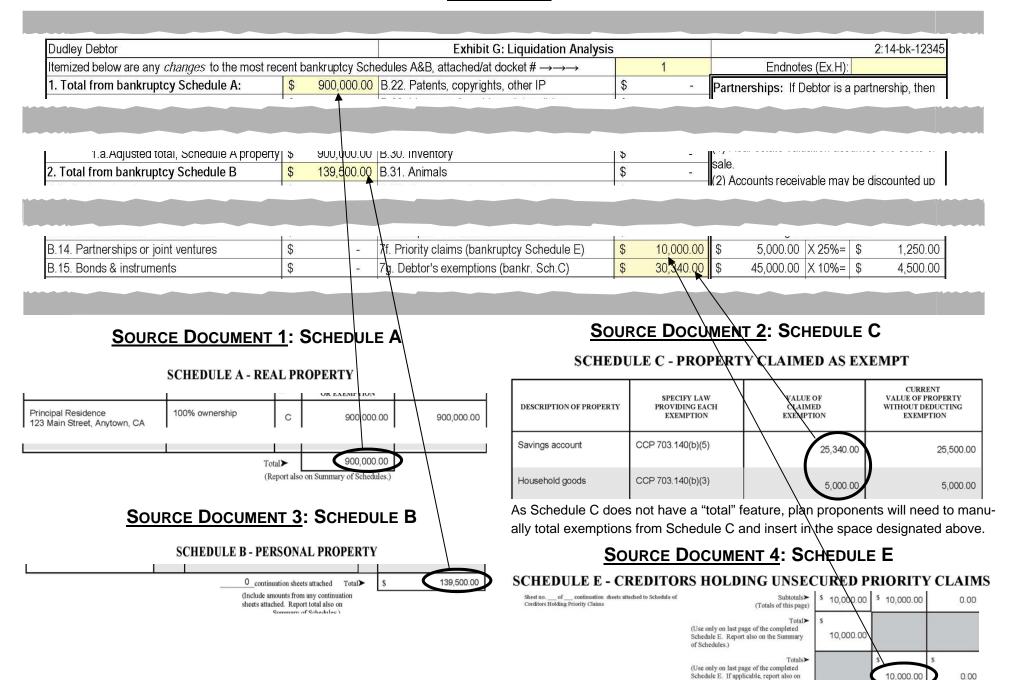
Source Document 1: Schedule F

SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS



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EXHIBIT G



the Statistical Summary of Certain