Attorney or Party Name, Address, Telephone & FAX Nos., State Bar No. & Email Address ☐ Individual *appearing without an attorney* ☐ *Attorney for:*	FOR COURT USE ONLY
UNITED STATES BANKRUPTCY COURT **CENTRAL DISTRICT OF CALIFORNIA - _____ DIVISION**	
In re: EXAMPLE WITH HIGHLIGHTS OF KEY TERMS Debtor(s)	CASE NO.: CHAPTER: 11
	CHAPTER 11 PLAN **DATED _____, 20__**
	Confirmation Hearing/Status Conference Date: Time: Courtroom: Address:

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 non-stayed 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.

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 small claims (claims below the dollar amount specified in Exhibit A) that, for convenience,

are to be paid in full on the Effective Date (as permitted by § 1122(b)). Class 4B contains all other general unsecured claims (exception: if there are any additional classes, which is rare, then they are listed on Exhibit A). Claims in class 4B will be paid the following percentage of their allowed amounts:

☒ **estimated percentage:** %, but the *actual* percentage could be higher or lower depending on the total funds available and the total allowed claims – for example, if administrative, secured, or priority claims are larger than expected then the percentage paid to general unsecured claims will be lower. The stated *estimate* is calculated as follows: (1) the total estimated funds available for class 4B under this Plan divided by (2) the sum of all estimated allowed claims in class 4B.

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 except:

_____

_____

[Describe any change, such as 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. Attach additional pages if necessary.]

C. Disputed claims or interests. A claim or interest is Disputed if (1) an objection has been filed against it or (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). To the extent that a Reserved Claim is disallowed, (a) the funds that had been reserved for such claim will be distributed as provided in this Plan to other creditors of the same class (or as otherwise ordered by the court) or (b) if this box is checked ☐ then such funds will be distributed to Debtor.

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 $10,000.

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

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 follows (estimated):

- ☐ $ of cash available on the Effective Date;
- ☐ A sale of property(ies) identified in the Disclosure Statement which is estimated to produce net proceeds of $ no later than (*date*) ;
- ☐ projected net/disposable income of not less than $ per month for the term of the payments specified in Exhibit A to this Plan, as set forth in greater detail in the Disclosure Statement; and/or
- ☐ other sources of funding, as explained in the Disclosure Statement.

Please see the exhibits to the Disclosure Statement for more information about these projections. 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) 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) 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 are attached to the Disclosure Statement as an exhibit. (3) The following table discloses (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. If there is not enough room in the table, then additional information is provided on an attached continuation sheet.

Name	Compensation	Job description, affiliation to Debtor & 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, (2) the court grants a limited ("hardship") discharge (§ 1141(d)(5)(B)), or (3) the court orders otherwise for cause. 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 (*e.g.,* this Plan does not modify any obligations to insure collateral).

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.

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, (6) settlements or compromises under Rule 9019, (7) any proceedings under §§ 110, 329, or 362, 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) after the Effective Date or (b) as to any then-pending adversary proceeding or contested matter, when it is finally resolved by a judgment or order.

Signature: _____ Debtor or other Plan proponent Date: _____	Printed name of signer: _____ Organization (if applicable): _____ Title (*e.g.*, President): _____
Signature: _____ Attorney (if any) for Plan proponent Date: _____	Printed name of signer: _____ Law firm: _____

Attorney Certification (subject to what the judge may permit/require, this form is not mandatory, but if it is used then it and its exhibits must not be altered without disclosure/authorization as provided below):

I, the undersigned, am legal counsel for the above-referenced Plan proponent, and I hereby certify the following: (1) this Plan, including the attached exhibits A & B, are true and correct copies of the latest versions of the LBR form plan and exhibits approved for use by the United States Bankruptcy Court for the Central District of California; (2) modifications have been made as directed or permitted by written order (docket no. ___) (or, if the presiding judge permits, by other authorization such as oral approval by the court on the record); and (3) no other alterations or modifications to any provision of such form Plan have been made except as shown by a "redlined" version of this Plan (docket no. ___) or described as follows:

.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

Date: _____ Signature: _____, Printed name: _____.

John Doe dba Widget Mrg. | EXHIBIT A-Treatment of Claims/Interests | Periodic Payments [*e.g.*, every month x 60 months] | 2:14-bk-11203-XX

Class	Impaired? Y/N	Short Description	Endnotes (Ex.H)	Estimated Claim(s)	Claim % to be Paid	$ On Effective Date	Every_ month(s)	For _ [602] months	Interest Rate	$ Each Period	Equivalent $ on Monthly Basis	Variable Payment?	$ at End of Term (Balloon Payment)	Totals
		US Trustee Fees		$ 1,000.00	100.0%	$ 1,000.00								$ 1,000.00
		Debtor's attorney		$ 30,000.00	100.0%	$ 30,000.00								$ 30,000.00
		Debtor's accountant		$ 30,000.00	100.0%	$ 30,000.00								$ 30,000.00
		IRS priority claims		$ 30,000.00	100.0%	$ -	1	54	4.00%	$ 607.98	$ 607.98			$ 32,830.79
				$ -	100.0%	$ -	1		%	$ -	$ -		$ -	$ -
1A	Y	Home, 1st DOT arrears	1A	$ 30,000.00	100.0%	$ -	1	60	4.00%	$ 552.50	$ 552.50		$ -	$ 33,149.74
1B	Y	Home, 2d DOT arrears	1B	$ 30,000.00	100.0%	$ -	1	60	5.00%	see Ex.A1	see Ex.A1	Y	$ -	$ 33,500.00
2A	Y	Rental property, 1st DOT	2A	$ 300,000.00	100.0%	$ -	1	360	4.00%	$ 1,432.25	$ 1,432.25		$ -	$ 515,608.52
2B	Y	Business loan, Last Bank	2B	$ 800,000.00	100.0%	$ -	1	360	4.00%	$ 3,819.32	$ 3,819.32		$ -	$ 1,374,956.05
2C				$ -	100.0%	$ -	1		%	$ -	$ -		$ -	$ -
2D				$ -	100.0%	$ -	1		%	$ -	$ -		$ -	$ -
2E				$ -	100.0%	$ -	1		%	$ -	$ -		$ -	$ -
2F				$ -	100.0%	$ -	1		%	$ -	$ -		$ -	$ -
2G				$ -	100.0%	$ -	1		%	$ -	$ -		$ -	$ -
3A	N	Priority § 507(a)((7)		$ 30,000.00	100.0%	$ 30,000.00	1		%	$ -	$ -		$ -	$ 30,000.00
4A		Pay 100% up to $ -		$ -	100.0%	$ -								$ -
4B	Y	All other unsecured (Ex.F)		$ 1,386,777.76	26.0%	$ -	1	60	%	$ 6,000.00	$ 6,000.00		$ -	$ 360,000.00
5A	N	Individual Debtor				$ -	<-- Any "new value" must be *negative* (payment is *to* Debtor)							$ -
Ex.B total-on/about Effective Date				$ 851.02		$ 851.02								$ 851.02
				$ -	%	$ -			%	$ -	$ -		$ -	$ -
				$ -	%	$ -			%	$ -	$ -		$ -	$ -
				$ -	%	$ -			%	$ -	$ -		$ -	$ -
				$ -	%	$ -			%	$ -	$ -		$ -	$ -
		From any extra rows		$ -		$ -					$ -		$ -	$ -
		From Ex.A1												$ 741,407.49
TOTALS:				$ 2,668,628.78		$ 91,851.02					$ 12,412.04		$ -	$ 3,183,303.62

This form is not finalized and may not be used except with authorization from the judge.

John Doe dba Widget Mrg. EXHIBIT A1 - Variable Payments (if any) 2:14-bk-11203-XX

Class	Short Description	Fixed Amortization (for comparison)	$ on Monthly Basis	$ on Monthly Basis	$ on Monthly Basis	$ on Monthly Basis	$ on Monthly Basis	$ on Monthly Basis	Totals Through Month __
	Duration, in Months:		10	44	6				60
	US Trustee Fees		↓These rows should be blank unless the periodic payments *change* during the Plan↓						
	Debtor's attorney		$ -	$ -	$ -	$ -	$ -	$ -	$ -
	Debtor's accountant		$ -	$ -	$ -	$ -	$ -	$ -	$ -
	IRS priority claims	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
1A	Home, 1st DOT arrears	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
1B	Home, 2d DOT arrears	$ 566.14	$ 100.00	$ 650.00	$ 650.00	$ -	$ -	$ -	$ 33,500.00
2A	Rental property, 1st DOT	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
2B	Business loan, Last Bank	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
2C		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
2D		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
2E		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
2F		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
2G		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
3A	Priority § 507(a) (7)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4A	Pay 100% up to $ -								$ -
4B	All other unsecured (Ex.F)		$ -	$ -	$ -	$ -	$ -	$ -	$ -
5A	Individual Debtor								$ -
Ex.B total-on/about Effective Date									$ -
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
From any extra rows			$ -	$ -	$ -	$ -	$ -	$ -	$ -
Non- variable Periodic $ (from Ex.A)			$ 12,412.04	$ 12,412.04	$ 11,859.54	$ -	$ -	$ -	$ 741,407.49
TOTAL periodic payments in this period			$ 12,512.04	$ 13,062.04	$ 12,509.54	$ -	$ -	$ -	$ 774,907.49

This form is not finalized and may not be used except with authorization from the judge.

John Doe dba Widget Mrg.	EXHIBIT B: Executory Contracts & Unexpired Leases.	2:14-bk-11203-XX

Name(s) / Description	Endnotes (Ex.H)	A=Assume, AA=Assume & Assign, R=Reject	Cure Amount	Compensation for Actual Pecuniary Loss	Total Claims	Payment on Effective Date (usually 100%)	Payment "Promptly" After Effective Date (usually none)	After __ days	Payment Total
Toyota Camry '05, Anytown Total Toyota		A	$ 400.00	$ -	$ 400.00	$ 400.00	$ -		$ 400.00
Ford Truck '09, U-Rent-It Trucks		A	$ 451.02	$ -	$ 451.02	$ 451.02	$ -		$ 451.02
			$ -	$ -	$ -	$ -	$ -		$ -
			$ -	$ -	$ -	$ -	$ -		$ -
			$ -	$ -	$ -	$ -	$ -		$ -
			$ -	$ -	$ -	$ -	$ -		$ -
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			$ -	$ -	$ -	$ -	$ -		$ -
			$ -	$ -	$ -	$ -	$ -		$ -
TOTALS:			$ 851.02	$ -	$ 851.02	$ 851.02	$ -		$ 851.02

Instructions to Plan proponent: (1) Quick start: Copy data from bankruptcy Schedules G & F. Adjust dollar amounts if appropriate. List any assignee under "Description."
(2) Required payments for assumption/assignment: (a) Cure Amount (arrears, except certain penalties) and (b) compensation for "actual pecuniary loss" (damages) §365(b)(1)

Attorney or Party Name, Address, Telephone & FAX Nos., State Bar No. & Email Address ☐ Individual *appearing without an attorney* ☐ *Attorney for:*	FOR COURT USE ONLY
UNITED STATES BANKRUPTCY COURT **CENTRAL DISTRICT OF CALIFORNIA - _____ DIVISION**	
In re: EXAMPLE WITH KEY TERMS HIGHLIGHTED Debtor(s)	CASE NO.: CHAPTER: 11 **CHAPTER 11 DISCLOSURE STATEMENT DATED _____, 20__** Hearing/Status Conference Date: Time: Courtroom: Address:

Attached is a Chapter 11 Plan (Plan) filed as docket no. ___. 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 Chapter 11 Disclosure Statement (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.
- **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): ___%. *Exception:* 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 except as stated in the Plan.

Article II of the Plan governs "executory" contracts and unexpired leases (a contract is 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 (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, including 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. The supporting calculations are attached as exhibits to this Disclosure Statement. 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 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, 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 unless: (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 "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). 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 order or court-approved notice regarding voting and procedures, which is attached as an exhibit.

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. The court has approved this Disclosure Statement (the order approving it is docket no. ___), so now 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 order or court-approved notice that is attached as an exhibit to this Disclosure Statement.

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 and expenses are attached as an exhibit to this Disclosure Statement and Exhibits A and B to the Plan list the total payments needed on the Effective Date, monthly, and for lump sum payments.

D. Tax consequences of the Plan: (1) Tax consequences to the debtor: 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 are properly reflected in the financial projections attached to this Disclosure Statement and Exhibits A and B to the Plan.

(2) Tax consequences to holders of claims and interests: 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 assertions in the attached exhibits are true and correct. Signature:_____ Debtor or other Plan proponent Date: _____	Printed name of signer: _____ Organization (if applicable): _____ Title (*e.g.*, President): _____
Signature:_____ Attorney (if any) for Plan proponent Date: _____	Printed name of signer: _____ Law firm: _____

Attorney Certification (subject to what the judge may permit/require, this form is not mandatory, but if it is used then it and its exhibits must not be altered without disclosure/authorization as provided below):

I, the undersigned, am legal counsel for the above-referenced Plan proponent, and I hereby certify the following: (1) the foregoing Disclosure Statement and attached exhibits are true and correct copies of the latest versions of the local forms of disclosure statement and exhibits approved for use by the United States Bankruptcy Court for the Central District of California; (2) modifications have been made as directed or permitted by written order (docket no. ___) (or, if the presiding judge permits, by other authorization such as oral approval by the court on the record); and (3) no other alterations or modifications to any provision of such form have been made except as shown by a "redlined" version of this Disclosure Statement (docket no. ___) or as follows:

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

Date: _____Signature: _____, Print name: _____.

Exhibits to Plan	*Description*	*Exhibits to Disclosure Statement*	*Description*
A	Treatment of Claims and Interests	C	Projected Revenues and Expenses
B	Treatment of Executory Contracts and Unexpired Leases	D	Recent Financial History
Additional Enclosures	*Description*	E	Secured Claims and § 1111(b) Analysis
	Ballot	F	General Unsecured Claims List (Class 4)
	Order or Notice Regarding Deadlines and Procedures	G	Liquidation Analysis
		H	Endnotes/Continuation Sheets

John Doe dba Widget Mrg.	EXHIBIT C: Projected Funding for Plan								2:14-bk-11203-XX
Description	Endnotes (Ex.H)	$ On Effective Date (Month "0")	$ Each Month	$ Each Month	$ Each Month	$ Each Month	$ Each Month	$ Each Month	Totals
				↓These columns should be blank unless amounts *change* during Plan↓					
1.Duration, in months (from Ex.A1)	C1	0	10	44	6				60
2.Bank balance at start of period		$ 130,000.00	$ 38,148.98	$ 45,629	$ 109,339	$ -	$ -	$ -	
3a.Income-Individual (from Part A below)			$ 3,210.00	$ 3,460.00	$ 3,460.00	$ -	$ -	$ -	$ 205,100.00
3b.Income-Business (Part B below)			$ 10,000.00	$ 11,000.00	$ 11,000.00	$ -	$ -	$ -	$ 650,000.00
3c.Income-1st Rental Prop. (Part C below)			$ 50.00	$ 50.00	$ 350.00	$ -	$ -	$ -	$ 4,800.00
3d.Income-More Rentals (Part D below)			$ -	$ -	$ -	$ -	$ -	$ -	$ -
3e.Other monthly income (itemize)			$ -	$ -	$ -	$ -	$ -	$ -	$ -
4.Subtotal (lines 3a to 3e)			$ 13,260.00	$ 14,510.00	$ 14,810.00	$ -	$ -	$ -	$ 859,900.00
5.Other Expenses (itemize)			$ -	$ -	$ -	$ -	$ -	$ -	$ -
6.Total monthly income (ln.4+5)			$ 13,260.00	$ 14,510.00	$ 14,810.00	$ -	$ -	$ -	$ 859,900.00
One-time events (bank withdrawals, asset sales, capital contributions, etc.): these are not monthly events so the period at the top of the column should be only 1 month long.									
7a.Funds from bank account		$ 95,000.00		$ -	$ -	$ -	$ -	$ -	$ 95,000.00
7b.Other (describe)		$ -		$ -	$ -	$ -	$ -	$ -	$ -
7c.Other (describe)		$ -		$ -	$ -	$ -	$ -	$ -	$ -
7d.Other (describe)		$ -		$ -	$ -	$ -	$ -	$ -	$ -
7e.Other (describe)		$ -		$ -	$ -	$ -	$ -	$ -	$ -
7f. Other (describe)		$ -		$ -	$ -	$ -	$ -	$ -	$ -
8.Total one-time $ (ln.7a to 7f)		$ 95,000.00		$ -	$ -	$ -	$ -	$ -	$ 95,000.00
9.$ for Plan (ln.6+8)		$ 95,000.00	$ 13,260.00	$ 14,510.00	$ 14,810.00	$ -	$ -	$ -	
10a.Minus plan payments (from Ex.A/A1)		$ (91,851.02)	$ (12,512.04)	$ (13,062.04)	$ (12,509.54)	$ -	$ -	$ -	
10b.= Monthly $ remaining (ln.9+10a)		$ 3,148.98	$ 747.96	$ 1,447.96	$ 2,300.46	$ -	$ -	$ -	
10c. x Duration, in months (ln.1)			10	44	6				
10d. = Unspent $ (ln.10b x ln.10c)		$ 3,148.98	$ 7,479.58	$ 63,710.17	$ 13,802.75	$ -	$ -	$ -	
11.Bank balance (ln.2 -7a +10d)		$ 38,148.98	$ 45,628.56	$ 109,338.73	$ 123,141.49	$ -	$ -	$ -	

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John Doe dba Widget Mrg.		EXHIBIT C: Projected Funding for Plan							2:14-bk-11203-XX
Description	Endnotes (Ex.H)	$ On Effective Date (Month "0")	$ Each Month	$ Each Month	$ Each Month	$ Each Month	$ Each Month	$ Each Month	Totals
				↓These columns should be blank unless amounts *change* during Plan↓					
1.Duration, in months (from Ex.A1)	C1	0	10	44	6				60
Part A. Individual Debtor(s)' Income		↓Initial income, from line 23 of most recent bankruptcy Schedule J, at docket number:						42	
Most recent disposable income		$ 3,210.00	$ 3,210.00	$ 3,210.00	$ 3,460.00	$ -	$ -	$ -	
Changes to Income, by line # of Sch.I		Only *changes from prior period* should be shown below: *e.g.,* if gross wages will drop from $2500 to $2000, then ln.2 = -$500							
2.Gross wages/salary/commissions		$ -	$ -	$ 1,000.00	$ -	$ -	$ -	$ -	$ 44,000.00
5a.Deduction: Tax/Medicare/SocSec		$ -	$ -	$ (500.00)	$ -	$ -	$ -	$ -	$ (22,000.00)
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total *changes* to monthly income		$ -	$ -	$ 500.00	$ -	$ -	$ -	$ -	$ 22,000.00
Changes to Expenses, by line # of Sch.J									
11.Medical and dental expenses		$ -	$ -	$ 250.00	$ -	$ -	$ -	$ -	$ 11,000.00
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total *changes* to monthly expenses		$ -	$ -	$ 250.00	$ -	$ -	$ -	$ -	$ 11,000.00
Total *changes* (income minus expense)		$ -	$ -	$ 250.00	$ -	$ -	$ -	$ -	$ 11,000.00
Disposable income/mo. after changes		$ 3,210.00	$ 3,210.00	$ 3,460.00	$ 3,460.00	$ -	$ -	$ -	$ 11,000.00

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John Doe dba Widget Mrg.		EXHIBIT C: Projected Funding for Plan							2:14-bk-11203-XX
Description	Endnotes (Ex.H)	$ On Effective Date (Month "0")	$ Each Month	$ Each Month	$ Each Month	$ Each Month	$ Each Month	$ Each Month	Totals
				↓These columns should be blank unless amounts *change* during Plan↓					
1.Duration, in months (from Ex.A1)	C1	0	10	44	6				60
Part B. Business Monthly Income		↓Initial income, from most recent Monthly Operating Report, Part IX, at docket number:						51	
Most recent income, before adjustments		$ 10,000.00	$ 10,000.00	$ 10,000.00	$ 11,000.00	$ -	$ -	$ -	
Changes to Income, by item on MOR									
Gross sales increases		$ -	$ -	$ 2,000.00	$ -	$ -	$ -	$ -	$ 88,000.00
Payroll: cost of living, bonuses		$ -	$ -	$ (1,000.00)	$ -	$ -	$ -	$ -	$ (44,000.00)
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total *changes* to business income		$ -	$ -	$ 1,000.00	$ -	$ -	$ -	$ -	$ 44,000.00
Business income/month after changes		$ 10,000.00	$ 10,000.00	$ 11,000.00	$ 11,000.00	$ -	$ -	$ -	$ 44,000.00
Part C. Rental Property Income		↓Initial income, from Local Form F 2081-1.1 or equivalent, at docket number (or attached):						21	
Most recent income, rental property #1		$ 50.00	$ 50.00	$ 50.00	$ 50.00	$ -	$ -	$ -	
Changes to income, rental property #1									
Gross income/mo. from property		$ -	$ -	$ -	$ 300.00	$ -	$ -	$ -	$ 1,800.00
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total *changes* /mo., rental property #1		$ -	$ -	$ -	$ 300.00	$ -	$ -	$ -	$ 1,800.00
Adjusted income/mo., rental property #1		$ 50.00	$ 50.00	$ 50.00	$ 350.00	$ -	$ -	$ -	$ 1,800.00
Part D. More Rental Prop. (Itemize)		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -

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John Doe dba Widget Mrg.	Exhibit D: Recent Financial History (*e.g.,* last 6 or 12 months, or as directed by judge)											2:14-bk-11203-XX
Month Ending:	01/31/13	02/28/13	03/31/13	04/30/13	05/31/13	06/30/13	__/__/__	__/__/__	__/__/__	__/__/__	__/__/__	__/__/__
MOR dkt.# (if any)	25	34	47	53	60	67						
Cash Accounting: General Account (data from Monthly Operating Reports (MORs) part I, or closest equivalent for prepetition periods, *e.g.,* QuickBooks™)												
Begining Balance	$ 100,000	$ 65,000	$ 80,000	$ 95,000	$ 110,000	$ 125,000	$ 140,000	$ -	$ -	$ -	$ -	$ -
$ From Post-BK A/R	$ -	$ 20,000	$ 20,000	$ 20,000	$ 20,000	$ 20,000	$ -	$ -	$ -	$ -	$ -	$ -
$ From Pre-BK A/R	$ 20,000	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
General Sales/Inc.	$ -	$ 50,000	$ 50,000	$ 50,000	$ 50,000	$ 50,000	$ -	$ -	$ -	$ -	$ -	$ -
Other (describe)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total receipts	$ 20,000	$ 70,000	$ 70,000	$ 70,000	$ 70,000	$ 70,000	$ -	$ -	$ -	$ -	$ -	$ -
Transfers to accts.	$ (30,000)	$ (30,000)	$ (30,000)	$ (30,000)	$ (30,000)	$ (30,000)	$ -	$ -	$ -	$ -	$ -	$ -
Disbursements	$ (25,000)	$ (25,000)	$ (25,000)	$ (25,000)	$ (25,000)	$ (25,000)	$ -	$ -	$ -	$ -	$ -	$ -
Total disbursements	$ (55,000)	$ (55,000)	$ (55,000)	$ (55,000)	$ (55,000)	$ (55,000)	$ -	$ -	$ -	$ -	$ -	$ -
Ending Balance	$ 65,000	$ 80,000	$ 95,000	$ 110,000	$ 125,000	$ 140,000	$ -	$ -	$ -	$ -	$ -	$ -
Other accts (itemize)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Remaining Cash	$ 65,000	$ 80,000	$ 95,000	$ 110,000	$ 125,000	$ 140,000	$ -	$ -	$ -	$ -	$ -	$ -
Adjustments	*If past amounts include non-recurring expenses, such as costs of bankruptcy, adjustments might be appropriate to predict future performance*											
BK Prof'l Fees	$ 40,000	$ -	$ -	$ -	$ 10,000	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Other (explain)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Adjusted Cash	$ 105,000	$ -	$ -	$ -	$ 135,000	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Business Profit & Loss: Accrual Accounting (from part IX of MORs, or closest equivalent for prepetition periods, *e.g.,* QuickBooks™)												
Gross Profit	$ (50,000)	$ 40,000	$ 40,000	$ 40,000	$ 40,000	$ 40,000	$ -	$ -	$ -	$ -	$ -	$ -
Other operating inc.	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Operating expense	$ (25,000)	$ (25,000)	$ (25,000)	$ (25,000)	$ (25,000)	$ (25,000)	$ -	$ -	$ -	$ -	$ -	$ -
Gain(loss)-op's	$ (75,000)	$ 15,000	$ 15,000	$ 15,000	$ 15,000	$ 15,000	$ -	$ -	$ -	$ -	$ -	$ -
Non-op. income	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Non-op. expense	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total inc. (loss)	$ (75,000)	$ 15,000	$ 15,000	$ 15,000	$ 15,000	$ 15,000	$ -	$ -	$ -	$ -	$ -	$ -
Adjustments	*If past amounts includes non-recurring expenses, such as costs of bankruptcy, adjustments might be appropriate to predict future performance*											
BK Prof'l Fees	$ 40,000	$ 5,000	$ 5,000	$ 5,000	$ 5,000	$ 5,000	$ -	$ -	$ -	$ -	$ -	$ -
Other (explain)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Adjusted inc. (loss)	$ (35,000)	$ 20,000	$ 20,000	$ 20,000	$ 20,000	$ 20,000	$ -	$ -	$ -	$ -	$ -	$ -

Instructions to Plan proponent: (1) Leave inapplicable rows/columns blank. (2) The court may authorize or require a different period. (3) Use Endnotes as needed.

This form is not finalized and may not be used except with authorization from the judge.

John Doe dba Widget Mrg. | EXHIBIT E: Secured Claims, § 1111(b) | Periodic Amounts [*e.g.,* every mo. x 60 mo's] | 2:14-bk-11203-XX

Class	Short Description	§ 1111(b) - Y?	Endnotes (Ex.H)	Estimated Claim/ Collateral Value	Claim % to be Paid	$ On Effective Date	Every_ month(s)	For_ [60?] mo. Term	Interest Rate	$ Each Period	$ on Monthly Basis	$ at End of Term (Balloon Payment)	Total During Term
2A	Rental property, 1st DOT		2A	$ 400,000.00	<--Total claim, no bifurcation								
	Secured Claim-Bifurcated			$ 300,000.00	100.0%	$ -	1	360	4.00%	$ 1,432.25	$ 1,432.25	$ -	$ 515,608.52
	+Deficiency (in Class 4B)			$ 100,000.00	26.0%	$ -	1	60	%	$ 432.66	$ 432.66	$ -	$ 25,959.46
	=Totals Under Plan			$ 400,000.00		$ -		360			$ 1,864.90	$ -	$ 541,567.98
	§ 1111(b) election			If this class makes the § 1111(b) election, then the following terms apply instead of above.									
	at least present value			$ 300,000.00		$ -	1	420	4.00%	$ 1,328.32	$ 1,328.32	$ -	$ 557,896.17
	at least full amount			$ 400,000.00	100.0%	$ -	1	420	1.73%	$ 952.38	$ 952.38	$ -	$ 400,000.00
	§ 1111(b) Totals			$ 400,000.00	100.0%	$ -	1	420	4.00%	$ 1,328.32	$ 1,328.32	$ -	$ 557,896.17

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 must file a timely objection to confirmation of the Plan. *Note: The opportunity to object is intended only as a safeguard: 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) Deadline. 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. If the deadline to make the election has not yet passed, the judge might require that secured creditors be sent a more detailed explanation.

John Doe dba Widget Mrg. | EXHIBIT E: Secured Claims, § 1111(b) | Periodic Amounts [*e.g.*, every mo. x 60 mo's] | 2:14-bk-11203-XX

Class	Short Description	§ 1111(b) - Y?	Endnotes (Ex.H)	Estimated Claim/ Collateral Value	Claim % to be Paid	$ On Effective Date	Every_ month(s)	For_ [60?] mo. Term	Interest Rate	$ Each Period	$ on Monthly Basis	$ at End of Term (Balloon Payment)	Total During Term
2B	Business loan, Last Bank		2B	$ 2,000,000.00	<--Total claim, no bifurcation								
	Secured Claim-Bifurcated			$ 800,000.00	100.0%	$ -	1	360	4.00%	$ 3,819.32	$ 3,819.32	$ -	$ 1,374,956.05
	+Deficiency (in Class 4B)			$ 1,200,000.00	26.0%	$ -	1	60	%	$ 5,191.89	$ 5,191.89	$ -	$ 311,513.50
	=Totals Under Plan			$ 2,000,000.00		$ -		360			$ 9,011.21	$ -	$ 1,686,469.56
	§ 1111(b) election			If this class makes the § 1111(b) election, then the following terms apply instead of above.									
	at least present value			$ 800,000.00		$ -	1	420	4.00%	$ 3,542.20	$ 3,542.20	$ -	$ 1,487,723.13
	at least full amount			$ 2,000,000.00	100.0%	$ -	1	420	6.37%	$ 4,761.90	$ 4,761.90	$ -	$ 2,000,000.00
	§ 1111(b) Totals			$ 2,000,000.00	100.0%	$ -	1	420	4.00%	$ 4,761.90	$ 4,761.90	$ -	$ 2,000,000.00
2C				$ -	<--Total claim, no bifurcation								
	Secured Claim-Bifurcated			$ -	100.0%	$ -	1		%	$ -	$ -	$ -	$ -
	+Deficiency (in Class 4B)			$ -	26.0%	$ -	1	60	%	$ -	$ -	$ -	$ -
	=Totals Under Plan			$ -		$ -		60			$ -	$ -	$ -
	§ 1111(b) election			If this class makes the § 1111(b) election, then the following terms apply instead of above.									
	at least present value			$ -		$ -	1		%	$ -	$ -	$ -	$ -
	at least full amount			$ -	100.0%	$ -	1		%	$ -	$ -	$ -	$ -
	§ 1111(b) Totals			$ -	100.0%	$ -	1		%	$ -	$ -	$ -	$ -
2D				$ -	<--Total claim, no bifurcation								
	Secured Claim-Bifurcated			$ -	100.0%	$ -	1		%	$ -	$ -	$ -	$ -
	+Deficiency (in Class 4B)			$ -	26.0%	$ -	1	60	%	$ -	$ -	$ -	$ -
	=Totals Under Plan			$ -		$ -		60			$ -	$ -	$ -
	§ 1111(b) election			If this class makes the § 1111(b) election, then the following terms apply instead of above.									
	at least present value			$ -		$ -	1		%	$ -	$ -	$ -	$ -
	at least full amount			$ -	100.0%	$ -	1		%	$ -	$ -	$ -	$ -
	§ 1111(b) Totals			$ -	100.0%	$ -	1		%	$ -	$ -	$ -	$ -

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John Doe dba Widget Mrg.	Exhibit F: General Unsecured Claims (Class 4)									2:14-bk-11203-XX	
Claim Information	*Insider*	*Scheduled Claims*		*Filed Claims*		*Obj.*	*Auto-Allowed*	*Order*	*Estimated Claim*	*Dividend (from*	
Name / Description / Endnotes	*Y?*	*Amount*	*D/C/U*	*Amount*	*POC#*	*Dkt.#*	*§502(a)/1111(a)*	*Dkt.#*	*Amount*	*Ex.A)*	*26.0%*
Richard Roe, personal injury claimant		$ -	DU	$ 11,111,111.11	3-1	33	$ -	45	$ -	$	-
Robert Doe, former CFO, expenses	Y	$ 2,222.22		$ -			$ 2,222.22		$ 2,222.22	$	576.88
Venerable Vendor, Inc.-parts		$ 5,000.00	U	$ 6,666.66	1-1		$ 6,666.66		$ 6,666.66	$	1,730.63
Critical Customer, Inc.-back order		$ 99,999.99		$ 77,777.77	2-2		$ 77,777.77		$ 77,777.77	$	20,190.69
Joe Roe, customer		$ -		$ 111.11	4-1		$ 111.11		$ 111.11	$	28.84
		$ -		$ -			$ -		$ -	$	-
		$ -		$ -			$ -		$ -	$	-
		$ -		$ -			$ -		$ -	$	-
		$ -		$ -			$ -		$ -	$	-
		$ -		$ -			$ -		$ -	$	-
		$ -		$ -			$ -		$ -	$	-
		$ -		$ -			$ -		$ -	$	-
		$ -		$ -			$ -		$ -	$	-
		$ -		$ -			$ -		$ -	$	-
		$ -		$ -			$ -		$ -	$	-
		$ -		$ -			$ -		$ -	$	-
Estimated "rejection" claims (see Ex.B)											
				$ -			$ -		$ -	$	-
				$ -			$ -		$ -	$	-
Deficiency, class 2A (estimate from Ex.E)		$ -		$ -			$ -		$ 100,000.00	$	25,959.46
Deficiency, class 2B (estimate from Ex.E)		$ -		$ -			$ -		$ 1,200,000.00	$	311,513.50
Deficiency, class 2C (estimate from Ex.E)		$ -		$ -			$ -		$ -	$	-
Deficiency, class 2D (estimate from Ex.E)		$ -		$ -			$ -		$ -	$	-
Deficiency, class 2E (estimate from Ex.E)		$ -		$ -			$ -		$ -	$	-
Deficiency, class 2F (estimate from Ex.E)		$ -		$ -			$ -		$ -	$	-
Deficiency, class 2G (estimate from Ex.E)		$ -		$ -			$ -		$ -	$	-
Totals from any additional rows		$ -		$ -			$ -		$ -	$	-
TOTALS		$ 107,222.21		$ 11,195,666.65			$ 86,777.76		$ 1,386,777.76	$	360,000.00

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John Doe dba Widget Mrg.		Exhibit G: Liquidation Analysis		2:14-bk-11203-XX
1. Total assets, attached "hard copy" list	$ -	in addition or alternatively, assets may be listed below, ln.2 to 4.		Partnerships: If Debtor is a partnership, then general partners are liable for any deficiency of estate property to pay all allowed claims (§ 723(a)) so their financial condition must be disclosed.
2. Property from bankruptcy Schedule A		B.22. Patents, copyrights, other IP	$ -	
Principal residence	$ 800,000.00	B.23. Licenses, franchises, intangibles	$ -	
Rental property	$ 300,000.00	B.24. Customer lists/personal info.	$ -	
Widget Factory property	$ 500,000.00	B.25. Vehicles & accessories	$ -	
	$ -	B.26. Boats, motors, accessories	$ -	Note on valuation: Subject to any court order or attached continuation sheet: (1) Real estate valuation assumes 8% costs of sale. (2) Accounts receivable may be discounted up to 50% of face value (to account for lack of collectibility in orderly liquidation). (3) Any appraisals or other support for valuations are available upon request.
	$ -	B.27. Aircraft and accessories	$ -	
	$ -	B.28. Office equip., furnishings, supplies	$ 40,000.00	
2.a.Subtotal, Schedule A property	$ 1,600,000.00	B.29. Machinery, fixtures, equip., supplies	$ 100,000.00	
3. Property from bankruptcy Schedule B		B.30. Inventory	$ 200,000.00	
B.1. Cash on hand	$ 5,000.00	B.31. Animals	$ -	
B.2. Bank accounts, or equivalent	$ 220,000.00	B.32. Crops - growing or harvested	$ -	
B.3. Security deposits	$ -	B.33. Farming equipment/implements	$ -	
B.4. Household goods and furnishings	$ 10,000.00	B.34. Farm supplies, chemicals, feed	$ -	
B.5. Books, art, antiques, collectibles	$ -	B.35. Other (itemize)	$ -	
B.6. Wearing apparrel	$ 1,000.00	3.b. Subtotal, Sch. B prop., this column	$ 340,000.00	
B.7. Furs and jewelry	$ -	4. Other (*e.g.,* avoidance actions-itemize)	$ -	Hypothetical chapter 7 trustee fees
B.8. Hobby equipment	$ -	5. Total Assets (ln.1+2a+3a+3b+4)	$ 2,226,000.00	$ 2,226,000.00 Total disbursements
B.9. Insurance policies	$ -	6. Claims Senior to General Unsecured Claims		$ (175,000.00) Minus exemptons
B.10. Annuities	$ -	a. Secured claims (after bifurcation)	$ 1,900,000.00	$ - Minus adjustments*
B.11. Tuition accounts	$ -	b. Chapter 7: trustee fees (from sidebar)	$ 84,780.00	$ 2,051,000.00 = Net disbursements
B.12. IRAs or other pension/profit sharing	$ -	c. Chapter 7: other costs of administration	$ -	§ 326 calculations
B.13. Stock/interests in businesses	$ -	d. Chapter 11: unpaid professionals' fees	$ 50,000.00	$ 5,000.00 X 25%= $ 1,250.00
B.14. Partnerships or joint ventures	$ -	e. Chapter 11: other costs of administration	$ -	$ 45,000.00 X 10%= $ 4,500.00
B.15. Bonds & instruments	$ -	f. Priority claims (bankruptcy Schedule E)	$ 4,000.00	$ 950,000.00 X 5%= $ 47,500.00
B.16. Accounts receivable	$ 50,000.00	g. Debtor's exemptions (bankr. Schedule C)	$ 175,000.00	$ 1,051,000.00 X 3%= $ 31,530.00
B.17. Domestic support/property division	$ -	h. Other/adjustments (describe)	$ -	$ 2,051,000.00 Totals $ 84,780.00
B.18. Tax refunds & other liquidated $	$ -	7. Total Senior Claims (In. 6a to 6h)	$ 2,213,780.00	Adjustment (if any) $ -
B.19. Equitable interests, life estates, etc.	$ -	8. Net available for unsecured (In.5-In.7)	$ 12,220.00	Trustee Fee $ 84,780.00
B.20. Inheritances, death benefits, etc.	$ -	9.Total gen. unsecured claims (from Ex.F)	$ 1,386,777.76	*Adjustments would include, *e.g.,* estimated refunds, and non-estate funds/ asseets returned to third parties.
B.21. Other contingent/unliquidated claims	$ -	10. Estimated dividend in ch. 7 (In.8 / In.9):	0.9%	
3.a. Subtotal, Sch. B prop., this column:	$ 286,000.00	11. Estimated dividend in Plan (from Ex.A)	25.96%	

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John Doe dba Widget Mrg.	EXHIBIT H: Endnotes/Continuation Sheets	2:14-bk-11203-XX

(1) Endnote# Example: "1A: Creditor = Last Bank, N.A., as Trustee for Holders of XYZ Bonds Series 123; collateral = 123 Main St, Anywhere, CA"	
1A, 1B	Last Bank, NA holds both the 1st and 2d DOT on Debtor's principal residence, and has agreed to "step up" payments after income increases (see note C1)
2A	Creditor = 7th Bank of Anywhere CA; Rental property is duplex at 456 Main St, Anywhere, CA
2B	Creditor = BigBank, NA, Collateral = all business assets of Widget Manufacturing
C1	Income will increase after 10 months when new contract with MegaDistributor, Inc. is effective

(2) Debtor's history: including events leading to bankruptcy and, unless Debtor is an individual, the identity of Debtor's principals, management, and relevant affiliates	
01/01/12	John Doe started Widget Manufacturing with 2 employees and quickly grew to 8 employees
12/31/12	Parts supplier went out of business; tenant in rental property stopped paying rent and seriously damaged property before moving out.
01/31/13	Consulting income decreased due to the need to focus attention on Widget Manufacturing
__/__/__	

(3) Significant events during the bankruptcy case: including any borrowing/cash collateral orders, sales of assets out of the ordinary course of business, the status of litigation by or against Debtor, the identity of professionals employed by Debtor, and the bar date - i.e., the deadline for filing proofs of claim	
01/25/13	Debtor filed bankruptcy petition & typical "first day" motions (employment of Smith & Smith attorneys & Joe Jones accountant, etc.) (later granted) (dkt. 1-22)
02/14/13	Debtor filed motion to borrow funds to repair rental property & enter new supply contract (motion was granted) (dkt. 23,31)
04/10/13	Bar date (per Order, dkt. 15)
05/10/13	Court approved Disclosure Statement and set confirmation hearing

(4) Exit strategy: steps taken or planned to fix the problems that led to bankruptcy (e.g., Debtor was unemployed but found a new job at comparable pay starting __/__/__, or Debtor previously underpriced goods and has now increased prices without material loss in sales volume)

New parts supplier has been found and has been reliable postpetition. Rental property has been repaired. Debtor's consulting business has resumed normal levels.

(5) Principal risk factors: e.g., asset sale could fall through, Debtor could lose employment/business, illness, loss of key employees, loss of paying tenants, etc.

Competition from overseas widget manufacturers; limited market with only a few large customers; general business & employment risks.

(6) Litigation - anticipated or pending: e.g., claims objections, preference and fraudulent transfer claims, lawsuits against Debtor.

Name (Plaintiff(s) v. Defendant(s))	*Projected gross recovery (or liability)*	*Nature of claim(s) (e.g., § 547) and current status*
Doe v. Roe (LA Superior #1234567)	$ -	Roe is CEO of parts supplier. Trial resulted in $-0- to either party. Appeal pending.

Instructions to Plan proponent: (1) Attach more continuation sheets. The above are only examples. Create your own continuation sheets as needed.
(2) File any bulky documents separately. Incorporate them by reference (*e.g.,* any appraisals should either be filed separately or available upon request).

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