

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF FLORIDA
Miami Division
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In re: Case No. 16-12988-BKC-RAM
SEAN MCGREGOR COUTTS, Chapter 11
Debtor.

FIRST AMENDED PLAN OF REORGANIZATION OF SEAN MCGREGOR COUTTS

Submitted on June 17, 2017 by:

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ARTICLE I

SUMMARY

This First Amended Plan of Reorganization (the “Plan”) under Chapter 11 of the Bankruptcy Code (the “Code”) proposes to pay creditors of Sean McGregor Coutts (the “Debtor”) from the following sources: (a) the Debtor’s income through his company, Alexandria Dev. Group, LLC (“Alexandria”); and (b) rental income from the Debtor’s investment real properties located at 535 Caligula Ave, Coral Gables, FL 33146, 7745 SW 54 Ave, South Miami, FL 33143 and 220 Farmington St SW, Palm Bay, FL 32908. The Debtor also proposes to pay administrative professional fees and costs from family assistance.

This Plan provides for 22 classes of secured claims, 3 classes of unsecured priority claims, 1 class of general unsecured claims and 1 class of equity security holders. Unsecured creditors holding allowed claims will receive distributions, which the proponent of this Plan has valued at approximately 0.0953 cents on the dollar (subject to the contingencies set forth below). This Plan also provides for the payment of administrative claims in full on the Effective Date of this Plan, or upon such other terms as agreed to between the Debtor and the administrative claimant(s).

All creditors and equity security holders should refer to Articles II through V of this Plan for information regarding the precise treatment of their claim. A First Amended Disclosure Statement (the “Disclosure Statement”) that provides more detailed information regarding this Plan and the rights of creditors and equity security holders has been circulated with this Plan. **Your rights may be affected. You should read these papers carefully and discuss them with your attorney, if you have one. (If you do not have an attorney, you may wish to consult one.)**

ARTICLE II

TREATMENT OF ADMINISTRATIVE EXPENSE CLAIMS, U.S. TRUSTEES FEES AND PRIORITY TAX CLAIMS

2.01 Unclassified Claims. Under 11 U.S.C. § 1123(a)(1), administrative expense claims and priority tax claims (other than 11 U.S.C. § 507(a)(8) claims) are not in classes. However, treatment of any administrative expense claims that are not paid in full on the Effective Date of this Plan is set forth below.

2.02 Administrative Expense Claims. Each holder of an administrative expense claim allowed under 11 U.S.C. § 503 will be paid in full on the Effective Date of this Plan (as defined in Article VII), in cash, or upon such other terms as may be agreed upon by the holder of the claim and the Debtors. Such administrative expense claims include any post-petition escrow advances made by any secured creditor(s). The Debtor requests that the Court set an administrative claims bar date of fifteen (15) days after the date of confirmation of this Plan, unless an earlier date has been set by the Court.

2.03 Priority Tax Claims. Each holder of a priority tax claim will be paid either in full on the Effective Date of this Plan, or over a term of sixty (60) months, as further set forth below.

2.04 United States Trustee Fees. All fees required to be paid by 28 U.S.C. §1930(a)(6) (U.S. Trustee Fees) will accrue and be timely paid until the case is closed,

dismissed, or converted to another chapter of the Code. Any U.S. Trustee Fees owed on or before the Effective Date of this Plan will be paid on the Effective Date.

The Debtor shall pay the United States Trustee the appropriate sum required pursuant to 28 U.S.C. § 1930(a)(6), through the date of confirmation of this Plan, within fourteen (14) business days of entry of Order confirming this Plan. The Reorganized Debtor will file with the Bankruptcy Court post-confirmation Quarterly Operating Reports and pay the United States Trustee the appropriate sum required pursuant to 28 U.S.C. § 1930(a)(6) for post-confirmation periods within the time period set forth in 28 U.S.C. § 1930(a)(6), based upon all post-confirmation disbursements, until the earlier of the closing of this case by the issuance of a Final Decree by the Bankruptcy Court, or upon the entry of an Order by the Bankruptcy Court dismissing this case or converting this case to another chapter under the United States Bankruptcy Code.

ARTICLE III

CLASSIFICATION AND TREATMENT OF CLAIMS AND INTERESTS UNDER THE PLAN

3.01 Claims and interests shall be treated as follows under this Plan:

Classified Claims:

<i>Class 1 – Priority Claims</i>		
Class	Impairment	Treatment
Class 1A – Unsecured Priority Claim of the Internal Revenue Service (Claim # 1) Total alleged priority claim amount: \$300.00	Impaired	Class 1A, the Unsecured Priority Claim of the Internal Revenue Service, in the amount of \$300.00 (or such other amount as determined by the Court or agreed to between the parties), is impaired by this Plan. This claim is comprised of estimated taxes for 2013, 2014 and 2015 (unfiled tax returns), as well as any other subsequent tax years in which a liability exists to the Internal Revenue Service. The Debtor will file all outstanding tax returns by the date of confirmation of this Plan, and anticipates that there will be no tax liability. However, to the extent that there <i>is</i> any tax liability, then the Internal Revenue Service will be paid in full (the full amount of its allowed unsecured priority claim), plus statutory interest, over 60 months from the Petition Date, in equal monthly payments, which will begin on the first day of the month following the Effective Date of this Plan, and continue on the first day of every month thereafter. Furthermore, future federal income taxes will be paid in the ordinary course.
Class 1B – Priority Unsecured Claims of Real Property Tenants Total priority unsecured claims: \$4,950.00	Unimpaired	Class 1B consists of all allowed priority unsecured claims of Real Property Tenants who are owed security deposits. Upon the expiration of the unexpired leases described herein (or such other unexpired leases that arose after the Petition Date), the Debtor may become obligated to repay his tenants their security deposits, pursuant to applicable law. Upon information and belief, the security deposits are: (a) 535 Caligula Ave, Coral Gables, FL 33146 (N/A); (b) 7745 SW 54 Ave, South Miami, FL 33143 (N/A); and (c) 220 Farmington St SW, Palm Bay, FL 32908 (\$1,250.00). Upon such time

		that the Debtor becomes obligated to pay his tenants these security deposits, such security deposits will be repaid in full. The Debtor shall set aside a reserve for Class 1B Creditors, so that these amounts can be paid on a timely basis upon such expiration of the leases described above.
Class 1C – Other Priority Claims	Impaired	Other than set forth above, no other priority claims have been scheduled by the Debtor and the Debtor does not believe that any other priority claims exist. However, in the event that it is determined by the Court that any additional priority claims do exist, then each holder of a Class 1C Priority Claim will be paid in full, over 60 months from the Effective Date, in 20 equal quarterly payments, which will begin on the first day of the month following the Effective Date of this Plan, and continue on the first day of every quarter thereafter.
<i>Class 2 – Secured Claims Against the Real Property Located at 535 Caligula Ave, Coral Gables, FL 33146 (the “535 Property”)</i>		
Class	Impairment	Treatment
Class 2A – Secured Claim of The Bank of New York Mellon (first mortgage on 535 Property) Total claim amount: \$2,085,763.00 (secured = \$2,085,763.00; unsecured = \$0.00)	Impaired	Class 2A, the Secured Claim of The Bank of New York Mellon fka The Bank of New York, as Trustee for the Certificate Holders CWALT, Inc., Alternative Loan Trust 2006-OA8, Mortgage Pass Through Certificates, Series 2006-OA8 (“The Bank of New York - CWALT”) (first mortgage on 535 Property), is impaired by this Plan. This claim is secured by the 535 Property, which is investment real property. The secured claim will be paid at the rate of 4% over 40 years (480 months), which will result in equal monthly principal and interest payments of \$8,717.21, beginning on the first day of the month following the Effective Date of this Plan, and continuing on the first day of every month thereafter. Taxes and insurance shall not be escrowed and shall be the responsibility of the Debtor. To the extent that the Debtor and the Claimant agree (or that the Court determines) that the Claimant has made any post-petition escrow disbursements for real estate taxes and/or insurance, then the Debtor shall reimburse the Claimant for such post-petition escrow disbursements, at the rate of 4% over 60 months from the Effective Date of this Plan, in equal monthly payments. The Claimant will retain its lien on the subject property during the time that payments are made. The Claimant shall be deemed a fully-secured creditor and is not entitled to a Class 8 general unsecured claim.
Class 2B – Secured Claim of The Bank of New York Mellon (second mortgage on 535 Property) (Claim # 3) Total claim amount:	Impaired	Class 2B, the Secured Claim of The Bank of New York Mellon fka The Bank of New York, as Successor to JPMorgan Chase Bank, N.A., as Trustee for the Certificateholders of CWHEQ Revolving Home Equity Loan Trust, Series 2006-E (“The Bank of New York - CWHEQ”) (second mortgage on 535 Property), is impaired by this Plan. This claim is secured by the 535 Property, which is

<p>\$645,863.18 (secured = \$64,237.00; unsecured = \$581,626.18)</p>		<p>investment real property. Pursuant to Court order [ECF No. 151], this claim was reclassified as an allowed secured claim in the amount of \$64,237.00, and as an allowed unsecured claim for the balance.</p> <p>The secured claim will be paid at the rate of 4% over 40 years (480 months), which will result in equal monthly principal and interest payments of \$268.47, beginning on the first day of the month following the Effective Date of this Plan, and continuing on the first day of every month thereafter. Taxes and insurance shall not be escrowed and shall be the responsibility of the Debtor.</p> <p>To the extent that the Debtor and the Claimant agree (or that the Court determines) that the Claimant has made any post-petition escrow disbursements for real estate taxes and/or insurance, then the Debtor shall reimburse the Claimant for such post-petition escrow disbursements, at the rate of 4% over 60 months from the Effective Date of this Plan, in equal monthly payments.</p> <p>The Claimant will retain its lien on the subject property during the time that payments are made. The allowed undersecured claim, in the amount of \$581,626.18, will be paid in accordance with Class 8 unsecured creditors below.</p>
<p>Class 2C – Secured Claims of Junior Lienholders on 535 Property (Claim # 10, 11 and Scheduled Claims)</p> <p>Total claim amounts: \$2,180,156.92 (secured = \$0.00; unsecured = \$2,180,156.92)</p>	<p>Impaired</p>	<p>Class 2C, the Secured Claims of Junior Lienholders on 535 Property, is impaired by this Plan. These claims are secured by the 535 Property, which is investment real property. These claims are identified as follows: (a) Sanibel Captiva Community Bank (scheduled claim) (\$143,312.61); (b) Sabadell United Bank, N.A., a National Association, as successor by merger to Transatlantic Bank (Claim # 10) (\$791,098.13); (c) Steven C. Juhasz (Claim # 11) (\$368,956.11); (d) Eight Peaks Capital, LLC (scheduled claim) (\$59,192.90); (e) Sanibel Captiva Community Bank (scheduled claim) (\$2,805.00); (f) Coleraine Investments, LLC (scheduled claim) (\$804,202.31); and (g) Miami-Dade County, Florida (scheduled claim) (\$10,590.16) (the “535 Junior Lienholders”).</p> <p>Pursuant to Court order [ECF No. 151], the claims of the 535 Junior Lienholders were each reclassified as allowed secured claims in the amount of \$0.00 and deemed wholly unsecured. For further detail regarding the identity and recording information of the 535 Junior Lienholders’ claims, please see ECF No. 151. Accordingly, the 535 Junior Lienholders’ claims will each be paid as a Class 8 General Unsecured Claim, and as set forth in ECF No. 151, each 535 Junior Lienholders’ lien against the 535 Property shall be deemed void and shall be extinguished upon entry of the Debtor’s discharge.</p>
<p>Class 2D – Secured Real Estate Tax Obligation(s) of Miami-Dade County Tax</p>	<p>Impaired</p>	<p>Class 2D, the Secured Real Estate Tax Obligation(s) of Miami-Dade County Tax Collector and/or tax certificate holders on 535 Property, is impaired by this Plan. These claim(s) are secured by the 535 Property, which is investment</p>

<p>Collector and/or tax certificate holders on 535 Property (Claim # 7)</p> <p>Total claim amount (as to 535 Property): \$35,067.99 (secured = \$35,067.99; unsecured = \$0.00)</p>		<p>real property (Folio # 03-4129-027-2800). If not otherwise paid in full as of the Effective Date by other lienholder(s), the Claimant(s) will be paid in full, plus statutory interest, over 60 months from the Effective Date, in 20 equal quarterly payments aggregating \$2,695.89 each, which will begin on the first day of the month following the Effective Date of this Plan, and continue on the first day of every quarter thereafter. Furthermore, the Debtor agrees to remain current with any and all real estate taxes owing to the Claimant(s) after the Effective Date. The Claimant(s) will retain their lien(s) on the 535 Property until all payments are made.</p>
<p>Class 3 – Secured Claims Against the Real Property Located at 5400 SW 80 St, South Miami, FL 33143 (the “5400 Property”)</p>		
<p>Class</p>	<p>Impairment</p>	<p>Treatment</p>
<p>Class 3A – Secured Claim of Deutsche Bank (first mortgage on 5400 Property) (Claim # 14)</p> <p>Total claim amount: \$1,615,202.66 (secured = \$1,615,202.66; unsecured = \$0.00)</p>	<p>Impaired</p>	<p>Class 3A, the Secured Claim of Deutsche Bank National Trust Company, as Trustee on behalf of the Holders of WAMU Mortgage Pass-Through Certificates, Series 2005-AR2 (“Deutsche Bank”) (first mortgage on 5400 Property), is impaired by this Plan. This claim is secured by the 5400 Property, which is investment real property. On February 22, 2017, the Debtor filed a Notice of Abandonment [ECF No. 172], with regard to the 5400 Property, pursuant to 11 U.S.C. § 554.</p> <p>As such, the 5400 Property was deemed abandoned by the Debtor, in full and complete satisfaction of Deutsche Bank’s claims against the Debtor, relating to the 5400 Property, including without limitation, any claims that arose after the Petition Date, as such claim is deemed fully-secured and the 5400 Property is no longer property of the bankruptcy estate. Deutsche Bank has been afforded with relief from the automatic stay as to the 5400 Property, in order to proceed with any <i>in rem</i> remedies against the 5400 Property, as appropriate [ECF No. 173]. Deutsche Bank shall not seek an <i>in personam</i> judgment against the Debtor. In an abundance of clarity, such relief from the automatic stay will continue post-confirmation. Deutsche Bank will retain its lien on the 5400 Property and will not be entitled to a Class 8 General Unsecured Claim, as its claim is deemed fully-secured.</p>
<p>Class 3B – Secured Claim of Sabadell United Bank (second mortgage on 5400 Property)</p> <p>Total claim amount: \$791,098.13 (secured = \$0.00; unsecured = \$791,098.13)</p>	<p>Impaired</p>	<p>Class 3B, the Secured Claim of Sabadell United Bank, N.A., a National Association, as successor by merger to Transatlantic Bank (“Sabadell United Bank”) (second mortgage on 5400 Property), is impaired by this Plan. This claim is secured by the 5400 Property, which is investment real property. On February 22, 2017, the Debtor filed a Notice of Abandonment [ECF No. 172], with regard to the 5400 Property, pursuant to 11 U.S.C. § 554.</p> <p>Pursuant to Court order [ECF No. 175], Sabadell United Bank’s claim against the 5400 Property was reclassified as an allowed secured claim in the amount of \$0.00 and an allowed unsecured claim in the amount of \$791,098.13. However, ECF No. 175 is not recordable or enforceable until the Debtor receives a discharge in this Chapter 11 case. As</p>

		<p>such, Sabadell United Bank shall retain its lien until the Debtor receives a discharge. Until such time, because the Debtor filed a Notice of Abandonment as to the 5400 Property, Sabadell United Bank shall be entitled to relief from the automatic stay, in order to pursue <i>in rem</i> remedies against the Debtor with respect to the 5400 Property. In an abundance of clarity, such relief from the automatic stay will continue post-confirmation.</p> <p>At the time that the Debtor receives a discharge, Sabadell United Bank's secured claim against the 5400 Property shall be deemed void and shall be extinguished. Sabadell United Bank shall be entitled to a Class 8 General Unsecured Claim, in the amount of \$791,098.13. However, any recovery against the 5400 Property shall offset the amount of Sabadell United Bank's general unsecured claim and such general unsecured claim will be recalculated accordingly.</p>
<p>Class 3C – Secured Claims of Junior Lienholders on 5400 Property (Claim # 10, 11 and Scheduled Claims)</p> <p>Total claim amounts: \$2,180,156.92 (secured = \$0.00; unsecured = \$2,180,156.92)</p>	Impaired	<p>Class 3C, the Secured Claims of Junior Lienholders on 5400 Property, is impaired by this Plan. These claims are secured by the 5400 Property, which is investment real property. These claims are identified as follows: (a) Sanibel Captiva Community Bank (scheduled claim) (\$143,312.61); (b) Sabadell United Bank (Claim # 10) (\$791,098.13); (c) Steven C. Juhasz (Claim # 11) (\$368,956.11); (d) Eight Peaks Capital, LLC (scheduled claim) (\$59,192.90); (e) Sanibel Captiva Community Bank (scheduled claim) (\$2,805.00); (f) Coleraine Investments, LLC (scheduled claim) (\$804,202.31); and (g) Miami-Dade County, Florida (scheduled claim) (\$10,590.16) (the "5400 Junior Lienholders"). (The second mortgage of Sabadell United Bank is treated in Class 3B above).</p> <p>Pursuant to Court order [ECF No. 175], the claims of the 5400 Junior Lienholders were each reclassified as allowed secured claims in the amount of \$0.00 and deemed wholly unsecured. For further detail regarding the identity and recording information of the 5400 Junior Lienholders' claims, please see ECF No. 175. Accordingly, the 5400 Junior Lienholders' claims will each be paid as a Class 8 General Unsecured Claim, and as set forth in ECF No. 175, each 5400 Junior Lienholders' lien against the 5400 Property shall be deemed void and shall be extinguished upon entry of the Debtor's discharge.</p>
<p>Class 3D – Secured Real Estate Tax Obligation(s) of Miami-Dade County Tax Collector and/or tax certificate holders on 5400 Property (Claim # 7)</p> <p>Total claim amount (as to 5400 Property): \$25,637.45</p>	Impaired	<p>Class 3D, the Secured Real Estate Tax Obligation(s) of Miami-Dade County Tax Collector and/or tax certificate holders on 5400 Property, is impaired by this Plan. These claim(s) are secured by the 535 Property, which is investment real property (Folio # 30-4131-003-0300). On February 22, 2017, the Debtor filed a Notice of Abandonment [ECF No. 172], with regard to the 5400 Property, pursuant to 11 U.S.C. § 554.</p> <p>As such, the 5400 Property was deemed abandoned by the Debtor, in full and complete satisfaction of the Claimants' claim(s) against the Debtor, relating to the 5400 Property,</p>

<p>(secured = \$25,637.45; unsecured = \$0.00)</p>		<p>including without limitation, any claims that arose after the Petition Date, as such claim is deemed fully-secured and the 5400 Property is no longer property of the bankruptcy estate. The Claimant(s) shall be afforded with relief from the automatic stay as to the 5400 Property, in order to proceed with any <i>in rem</i> remedies against the 5400 Property, as appropriate, which shall continue post-confirmation. The Claimant(s) will retain their lien(s) on the 5400 Property and will not be entitled to a Class 8 General Unsecured Claim, as their claim(s) are deemed fully-secured.</p>
<p>Class 4 – Secured Claims Against the Real Property Located at 5753 SW 81 St, South Miami, FL 33143 (the “5753 Property”)</p>		
<p>Status of Ownership of the 5753 Property and First Mortgage:</p>	<p>Ownership of the 5753 Property is the subject of a dispute that is pending in the County Court in and for Miami-Dade County, Florida, in the action styled <i>Sean M. Coutts v. Matias Bonder</i>, Case No. 2011-011532-CC-25 (the “Eviction Proceeding”). Furthermore, there is a pending foreclosure action, in the Circuit Court of the 11th Judicial Circuit, in and for Miami-Dade County, Florida, styled <i>Countrywide Home Loans, Inc., for the benefit of ING Bank, FSB, a foreign corporation v. Sean Coutts, Elena Bonder, et al.</i>, Case No. 09-81355-CA-15 (the “Foreclosure Proceeding”). On September 1, 2016, the Court entered an Agreed Order [ECF No. 104], granting relief from the automatic stay, so that the parties can continue prosecution of the Eviction Proceeding and the Foreclosure Proceeding, through judgment.</p> <p>The result(s) of the Eviction Proceeding and the Foreclosure Proceeding will lead to three (3) scenarios:</p> <p><u>First Scenario:</u> The First Scenario is that the Court(s) in the Eviction Proceeding and/or the Foreclosure Proceeding find(s) that the owner of the 5753 Property is not the Debtor.</p> <p><u>Second Scenario:</u> The Second Scenario is that the Court(s) in the Eviction Proceeding and the Foreclosure Proceeding find that the owner of the 5753 Property is the Debtor and that BAC Home Loans Servicing LP, a/k/a Countrywide Home Loans Servicing LLP (“BAC Home Loans Servicing”) does not have a valid secured claim against the 5753 Property.</p> <p><u>Third Scenario:</u> The Third Scenario is that the Court(s) in the Eviction Proceeding and the Foreclosure Proceeding find that the owner of the 5753 Property is the Debtor and that BAC Home Loans Servicing does have a valid secured claim against the 5753 Property.</p> <p>Accordingly, secured claims against the 5753 Property will be treated as set forth below:</p>	
<p>Class</p>	<p>Impairment</p>	<p>Treatment</p>
<p>Class 4A – Secured Claim of BAC Home Loans Servicing (first mortgage on 5753 Property) (Claim # 12)</p> <p>Total claim amount: \$983,995.82 (secured = \$983,995.82; unsecured = \$0.00)</p>	<p>Unimpaired</p>	<p>Class 4A, the Secured Claim of BAC Home Loans Servicing (first mortgage on 5753 Property), is unimpaired by this Plan. This claim is allegedly secured by the 5753 Property, which is investment real property. The underlying note and mortgage are in the name of Elena Bonder only.</p> <hr/> <p><u>First Scenario:</u> Pursuant to the First Scenario, the Debtor would have no ownership of the 5753 Property and the note and mortgage would not be in the name of the Debtor. In this instance, the Court would have no jurisdiction to modify BAC Home Loans Servicing’s secured claim, and this claim would</p>

		<p>not be modified or otherwise altered by virtue of this bankruptcy proceeding, other than through the express consent of the Claimant. The Claimant would retain all rights and would not be entitled to a Class 8 General Unsecured Claim, as it has no recourse against the Debtor. The Claimant would have relief from the automatic stay, to enforce any and all <i>in rem</i> rights against the 5753 Property.</p> <hr/> <p><u>Second Scenario:</u> Pursuant to the Second Scenario, the Debtor would have ownership of the 5753 Property; however, BAC Home Loans Servicing would have no secured claim against the 5753 Property. In that case, Claim # 12 would be stricken and disallowed in its entirety as a secured claim, without prejudice to the Claimant pursuing any <i>in personam</i> rights it may have against Elena Bonder. The Claimant would not be entitled to a Class 8 General Unsecured Claim, as it has no recourse against the Debtor.</p> <hr/> <p><u>Third Scenario:</u> Pursuant to the Third Scenario, the Debtor would have ownership of the 5753 Property and BAC Home Loans Servicing would have a valid secured claim against the 5753 Property. In this instance, this secured claim will be paid pursuant to the underlying note and mortgage, and will not be modified or otherwise altered by virtue of this bankruptcy proceeding, other than through the express consent of the Claimant. The Claimant will retain its lien on the 5753 Property until its secured claim is satisfied in full. The Claimant would have relief from the automatic stay, to enforce any and all <i>in rem</i> rights against the 5753 Property. The Claimant will not be entitled to a Class 8 General Unsecured Claim, as its claim will be deemed fully-secured, and it has no recourse against the Debtor.</p>
<p>Class 4B – Secured Claim of Bank of America (second mortgage on 5753 Property) (Claim # 9)</p> <p>Total claim amount: \$200,105.90 (secured = \$200,105.90; unsecured = \$0.00)</p>	<p>Unimpaired</p>	<p>Class 4B, the Secured Claim of Bank of America, N.A. (“Bank of America”) (second mortgage on 5753 Property), is unimpaired by this Plan. This claim is secured by the 5753 Property, which is investment real property. The underlying note and mortgage are in the name of Elena Bonder only.</p> <hr/> <p><u>First Scenario:</u> Pursuant to the First Scenario, the Debtor would have no ownership of the 5753 Property and the note and mortgage would not be in the name of the Debtor. In this instance, the Court would have no jurisdiction to modify Bank of America’s secured claim, and this claim would not be modified or otherwise altered by virtue of this bankruptcy proceeding, other than through the express consent of the Claimant. The Claimant would retain all rights and would not be entitled to a Class 8 General Unsecured Claim, as it has no recourse against the Debtor. The Claimant would have relief from the automatic stay, to enforce any and all <i>in rem</i> rights against the 5753 Property.</p> <hr/> <p><u>Second Scenario:</u> Pursuant to the Second Scenario, the Debtor would have ownership of the 5753 Property; however, BAC Home Loans Servicing would have no secured claim against the 5753 Property. In this instance, Bank of America’s secured claim will be paid pursuant to the</p>

		<p>underlying note and mortgage, and will not be modified or otherwise altered by virtue of this bankruptcy proceeding, other than through the express consent of the Claimant. The Claimant will retain its lien on the 5753 Property until its secured claim is satisfied in full. The Claimant would have relief from the automatic stay, to enforce any and all <i>in rem</i> rights against the 5753 Property. The Claimant will not be entitled to a Class 8 General Unsecured Claim, as its claim will be deemed fully-secured, and it has no recourse against the Debtor.</p> <hr/> <p><u>Third Scenario:</u> Pursuant to the Third Scenario, the Debtor would have ownership of the 5753 Property and BAC Home Loans Servicing would have a valid secured claim against the 5753 Property. In this instance, Bank of America's secured claim will be treated as set forth in the Second Scenario. The Claimant will not be entitled to a Class 8 General Unsecured Claim, as its claim will be deemed fully-secured, and it has no recourse against the Debtor.</p>
<p>Class 4C – Secured Claim of Sanibel Captiva Community Bank (judgment lien on 5753 Property)</p> <p>Total claim amount: \$143,312.61 (secured = \$143,312.61; unsecured = \$0.00)</p>	<p>Impaired</p>	<p>Class 4C, the Secured Claim of Sanibel Captiva Community Bank (judgment lien on 5753 Property), is impaired by this Plan. In the event the Debtor has an ownership interest in the 5753 Property, this claim would be secured by the 5753 Property, which is investment real property.</p> <hr/> <p><u>First Scenario:</u> Pursuant to the First Scenario, the Debtor would have no ownership of the 5753 Property. In this instance, the Claimant's judgment lien would not attach to the 5753 Property and no secured claim would exist with regard to the 5753 Property. The Claimant would retain all other rights set forth in this Plan and would be entitled to its Class 8 General Unsecured Claim, as referenced herein.</p> <hr/> <p><u>Second Scenario:</u> Pursuant to the Second Scenario, the Debtor would have ownership of the 5753 Property; however, BAC Home Loans Servicing would have no secured claim against the 5753 Property. In this instance, the Claimant would have an allowed secured claim in the amount of \$143,312.61, and an allowed general unsecured claim in the amount of \$0.00.</p> <p>The secured claim will be paid at the rate of 4% over 40 years (480 months), which will result in equal monthly principal and interest payments of \$598.96, beginning on the first day of the month following a determination that BAC Home Loans Servicing has no secured claim against the 5753 Property, and continuing on the first day of every month thereafter. Taxes and insurance shall not be escrowed and shall be the responsibility of the Debtor.</p> <p>The Claimant will retain its lien on the 5753 Property during the time that payments are made. Under this scenario, any payments made by the Debtor to the Claimant, on account of its Class 8 General Unsecured Claim, will be applied to the payments referenced herein, which will reduce the maturity date created herein.</p>

		<p><u>Third Scenario:</u> Pursuant to the Third Scenario, the Debtor would have ownership of the 5753 Property and BAC Home Loans Servicing would have a valid secured claim against the 5753 Property. In this instance, the Claimant's claim would be deemed wholly unsecured and will be paid solely as a Class 8 General Unsecured Claim. The Claimant's judgment lien against the 5753 Property would be deemed void and shall be extinguished upon entry of the Debtor's discharge.</p>
<p>Class 4D – Secured Claim of Sabadell United Bank (judgment lien on 5753 Property)</p> <p>Total claim amount: \$791,098.13 (secured = \$25,000.00; unsecured = \$766,098.13)</p>	<p>Impaired</p>	<p>Class 4D, the Secured Claim of Sabadell United Bank (judgment lien on 5753 Property), is impaired by this Plan. In the event the Debtor has an ownership interest in the 5753 Property, this claim would be secured by the 5753 Property, which is investment real property.</p> <hr/> <p><u>First Scenario:</u> Pursuant to the First Scenario, the Debtor would have no ownership of the 5753 Property. In this instance, the Claimant's judgment lien would not attach to the 5753 Property and no secured claim would exist with regard to the 5753 Property. However, the Claimant would be treated as set forth in the Second Scenario below, and it would retain its secured claim against the 5400 Property, as set forth above, until the payments referenced below are paid in full. The Claimant would also be entitled to its Class 8 General Unsecured Claim, in the amount of \$766,098.13.</p> <hr/> <p><u>Second Scenario:</u> Pursuant to the Second Scenario, the Debtor would have ownership of the 5753 Property; however, BAC Home Loans Servicing would have no secured claim against the 5753 Property. In this instance, the Claimant would have an allowed secured claim in the amount of \$25,000.00, and an allowed general unsecured claim in the amount of \$766,098.13.</p> <p>The secured claim will be paid at the rate of 5.25% over 15 years (180 months), which will result in equal monthly principal and interest payments of \$200.97, beginning on the first day of the month following the Effective Date of this Plan, and continuing on the first day of every month thereafter. Taxes and insurance shall not be escrowed and shall be the responsibility of the Debtor.</p> <p>The Claimant will retain its lien on the 5753 Property during the time that payments are made. The Claimant would also be entitled to its Class 8 General Unsecured Claim, in the amount of \$766,098.13.</p> <hr/> <p><u>Third Scenario:</u> Pursuant to the Third Scenario, the Debtor would have ownership of the 5753 Property and BAC Home Loans Servicing would have a valid secured claim against the 5753 Property. In this instance, the Claimant's secured claim against the 5753 Property would be deemed wholly unsecured. However, the Claimant would be treated as set forth in the Second Scenario above, and it would retain its secured claim against the 5400 Property, until the payments referenced above are paid in full. The Claimant would also be entitled to its Class 8 General Unsecured Claim, in the</p>

		amount of \$766,098.13.
<p>Class 4E – Secured Claims of Junior Lienholders on 5753 Property (Claim # 10, 11 and Scheduled Claims)</p> <p>Total claim amounts: \$1,245,746.18 (secured = \$0.00; unsecured = \$1,245,746.18)</p>	Impaired	<p>Class 4E, the Secured Claims of Junior Lienholders on 5753 Property, is impaired by this Plan. In the event the Debtor has an ownership interest in the 5753 Property, these claims would be secured by the 5753 Property, which is investment real property. These claims are identified as follows: (a) Steven C. Juhasz (Claim # 11) (\$368,956.11); (b) Eight Peaks Capital, LLC (scheduled claim) (\$59,192.90); (c) Sanibel Captiva Community Bank (scheduled claim) (\$2,805.00); (d) Coleraine Investments, LLC (scheduled claim) (\$804,202.31); and (e) Miami-Dade County, Florida (scheduled claim) (\$10,590.16) (the “5753 Junior Lienholders”).</p> <hr/> <p><u>First Scenario:</u> Pursuant to the First Scenario, the Debtor would have no ownership of the 5753 Property. In this instance, the secured claims of the 5753 Junior Lienholders would not attach to the 5753 Property and no secured claim(s) would exist with regard to the 5753 Property. The Claimants would retain all other rights set forth in this Plan and would be entitled to their Class 8 General Unsecured Claims, as referenced herein.</p> <hr/> <p><u>Second Scenario:</u> Pursuant to the Second Scenario, the Debtor would have ownership of the 5753 Property; however, BAC Home Loans Servicing would have no secured claim against the 5753 Property. In this instance, the claims of the 5753 Junior Lienholders would be reclassified as allowed secured claims in the amount of \$0.00 and deemed wholly unsecured. Accordingly, the 5753 Junior Lienholders’ claims will each be paid as a Class 8 General Unsecured Claim and each 5753 Junior Lienholders’ lien against the 5753 Property would be deemed void and shall be extinguished upon entry of the Debtor’s discharge.</p> <hr/> <p><u>Third Scenario:</u> Pursuant to the Third Scenario, the Debtor would have ownership of the 5753 Property and BAC Home Loans Servicing would have a valid secured claim against the 5753 Property. In this instance, the claims of the 5753 Junior Lienholders would be treated as set forth in the Second Scenario above.</p>
<p>Class 4F – Secured Real Estate Tax Obligation(s) of Miami-Dade County Tax Collector and/or tax certificate holders on 5753 Property (Claim # 7)</p> <p>Total claim amount (as to 5753 Property): \$0.00</p>	Impaired	<p>Class 4F, the Secured Real Estate Tax Obligation(s) of Miami-Dade County Tax Collector and/or tax certificate holders on 5753 Property, is impaired by this Plan. These claim(s) are secured by the 5753 Property, which is investment real property (Folio # 09-4036-000-0580).</p> <hr/> <p><u>First Scenario:</u> Pursuant to the First Scenario, the Debtor would have no ownership of the 5753 Property. In this instance, the Court would have no jurisdiction to modify The Claimants’ secured claims, and these claims would not be modified or otherwise altered by virtue of this bankruptcy proceeding. The Claimant would retain all rights and would not be entitled to a Class 8 General Unsecured Claim. The Claimant would have relief from the automatic stay, to</p>

		<p>enforce any and all <i>in rem</i> rights against the 5753 Property.</p> <p><u>Second Scenario:</u> Pursuant to the Second Scenario, the Debtor would have ownership of the 5753 Property. Upon information and belief, all real estate taxes have been paid through 2016. To the extent that any real estate taxes through 2016 are unpaid, the Claimant(s) will be paid in full, plus statutory interest, over 60 months from the Effective Date, in 20 equal quarterly payments, which will begin on the first day of the month following a determination that the Debtor has an ownership interest in the 5753 Property, and continue on the first day of every quarter thereafter. Furthermore, the Debtor agrees to remain current with any and all real estate taxes owing to the Claimant(s) after the Effective Date. The Claimant(s) will retain their lien(s) on the 5753 Property until all payments are made.</p> <p><u>Third Scenario:</u> Pursuant to the Third Scenario, the Debtor would have ownership of the 5753 Property. The Claimants would be treated as set forth in the Second Scenario above.</p>
<p><i>Class 5 – Secured Claims Against the Real Property Located at 7745 SW 54 Ave, South Miami, FL 33143 (the “7745 Property”)</i></p>		
<p>Class</p>	<p>Impairment</p>	<p>Treatment</p>
<p>Class 5A – Secured Claim of Christiana Trust (first mortgage on 7745 Property)</p> <p>Total claim amount: \$2,342,432.32 (secured = \$1,900,000.00; unsecured = \$442,432.32)</p>	<p>Impaired</p>	<p>Class 5A, the Secured Claim of Christiana Trust, a Division of Wilmington Savings Fund Society, FSB, Not in its Individual Capacity but as Trustee of Arip Trust (“Christiana Trust”) (first mortgage on 7745 Property), is impaired by this Plan. This claim is secured by the 7745 Property, which is investment real property. Pursuant to Court order [ECF No. 188], this claim was reclassified as an allowed secured claim in the amount of \$1,900,000.00, and as an allowed unsecured claim for \$442,432.32.</p> <p>The secured claim will be paid at the rate of 5.25% over 30 years (360 months), which will result in equal monthly principal and interest payments of \$10,491.87, beginning on April 1, 2017, and continuing on the first day of every month thereafter. A balloon payment, for all remaining principal indebtedness (based on a secured claim amount of \$1,900,000.00) shall be due on April 1, 2032. Taxes shall be escrowed. Insurance shall remain the responsibility of the Debtor.</p> <p>To the extent that the Debtor and Christiana Trust agree (or that the Court determines) that Christiana Trust has made any post-petition escrow disbursements for real estate taxes and/or insurance, then the Debtor shall reimburse Christiana Trust for such post-petition escrow disbursements, at the rate of 0% over 60 months from the Effective Date of any Chapter 11 Plan, in equal monthly payments.</p> <p>All other terms and conditions set forth in ECF No. 188 shall remain in full force and effect, and the Debtor and Christiana Trust shall comply with same. Furthermore, Christiana Trust agrees not to file or otherwise exercise any election pursuant</p>

		<p>to 11 U.S.C. § 1111(b).</p> <p>The Claimant will retain its lien on the subject property during the time that payments are made. The allowed undersecured claim, in the amount of \$442,432.32, will be paid in accordance with Class 8 unsecured creditors below.</p>
<p>Class 5B – Secured Claim of Bank of America (second mortgage on 7745 Property)</p> <p>Total claim amount: \$250,000.00 (secured = \$0.00; unsecured = \$250,000.00)</p>	Impaired	<p>Class 5B, the Secured Claim of Bank of America, N.A. (“Bank of America”) (second mortgage on 7745 Property), is impaired by this Plan. This claim is secured by the 7745 Property, which is investment real property. Pursuant to Court order [ECF No. 188], this claim was reclassified as an allowed secured claim in the amount of \$0.00, and as an allowed unsecured claim for \$250,000.00. Accordingly, Bank of America will be paid as a Class 8 General Unsecured Claim, and as set forth in ECF No. 188, its second mortgage against the 7745 Property shall be deemed void and shall be extinguished upon entry of the Debtor’s discharge.</p>
<p>Class 5C – Secured Claims of Junior Lienholders on 7745 Property (Claim # 10, 11 and Scheduled Claims)</p> <p>Total claim amounts: \$2,180,156.92 (secured = \$0.00; unsecured = \$2,180,156.92)</p>	Impaired	<p>Class 5C, the Secured Claims of Junior Lienholders on 7745 Property, is impaired by this Plan. These claims are secured by the 7745 Property, which is investment real property. These claims are identified as follows: (a) Sanibel Captiva Community Bank (scheduled claim) (\$143,312.61); (b) Sabadell United Bank, N.A., a National Association, as successor by merger to Transatlantic Bank (Claim # 10) (\$791,098.13); (c) Steven C. Juhasz (Claim # 11) (\$368,956.11); (d) Eight Peaks Capital, LLC (scheduled claim) (\$59,192.90); (e) Sanibel Captiva Community Bank (scheduled claim) (\$2,805.00); (f) Coleraine Investments, LLC (scheduled claim) (\$804,202.31); and (g) Miami-Dade County, Florida (scheduled claim) (\$10,590.16) (the “7745 Junior Lienholders”).</p> <p>Pursuant to Court order [ECF No. 188], the claims of the 7745 Junior Lienholders were each reclassified as allowed secured claims in the amount of \$0.00 and deemed wholly unsecured. For further detail regarding the identity and recording information of the 7745 Junior Lienholders’ claims, please see ECF No. 188. Accordingly, the 7745 Junior Lienholders’ claims will each be paid as a Class 8 General Unsecured Claim, and as set forth in ECF No. 188, each 7745 Junior Lienholders’ lien against the 7745 Property shall be deemed void and shall be extinguished upon entry of the Debtor’s discharge.</p>
<p>Class 5D – Secured Real Estate Tax Obligation(s) of Miami-Dade County Tax Collector and/or tax certificate holders on 7745 Property (Claim # 7)</p> <p>Total claim amount (as to 7745</p>	Impaired	<p>Class 5D, the Secured Real Estate Tax Obligation(s) of Miami-Dade County Tax Collector and/or tax certificate holders on 7745 Property, is impaired by this Plan. These claim(s) are secured by the 7745 Property, which is investment real property (Folio # 30-4131-019-2000).</p> <p>Upon information and belief, all real estate taxes have been paid through 2016. To the extent that any real estate taxes through 2016 are unpaid, the Claimant(s) will be paid in full, plus statutory interest, over 60 months from the Effective Date, in 20 equal quarterly payments, which will begin on the</p>

Property): \$0.00		first day of the month following the Effective Date of this Plan, and continue on the first day of every quarter thereafter. Furthermore, the Debtor agrees to remain current with any and all real estate taxes owing to the Claimant(s) after the Effective Date. The Claimant(s) will retain their lien(s) on the 7745 Property until all payments are made.
<i>Class 6 – Secured Claims Against the Real Property Located at 220 Farmington St SW, Palm Bay, FL 32908 (the “220 Property”)</i>		
Class	Impairment	Treatment
<p>Class 6A – Secured Claim of Deutsche Bank Trust Company (first mortgage on 220 Property)</p> <p>Total claim amount: \$156,282.00 (secured = \$140,355.00; unsecured = \$15,927.00)</p>	Impaired	<p>Class 6A, the Secured Claim of Deutsche Bank Trust Company Americas as Trustee (“Deutsche Bank”) (first mortgage on 220 Property), is impaired by this Plan. This claim is secured by the 220 Property, which is investment real property. The Debtor is requesting that this claim be reclassified as an allowed secured claim in the amount of \$140,355.00, and as an allowed unsecured claim for \$15,927.00.</p> <p>The secured claim will be paid at the rate of 5% over 30 years (360 months), which will result in equal monthly principal and interest payments of \$753.46, beginning on the first day of the month following the Effective Date of this Plan, and continuing on the first day of every month thereafter. Taxes and insurance shall not be escrowed and shall be the responsibility of the Debtor.</p> <p>To the extent that the Debtor and the Claimant agree (or that the Court determines) that the Claimant has made any post-petition escrow disbursements for real estate taxes and/or insurance, then the Debtor shall reimburse the Claimant for such post-petition escrow disbursements, at the rate of 5% over 60 months from the Effective Date of this Plan, in equal monthly payments.</p> <p>The Claimant will retain its lien on the subject property during the time that payments are made. The allowed undersecured claim, in the amount of \$15,927.00, will be paid in accordance with Class 8 unsecured creditors below.</p>
<p>Class 6B – Secured Claim of MTGLQ Investors, L.P. (second mortgage on 220 Property) (Claim # 8)</p> <p>Total claim amount: \$36,443.19 (secured = \$0.00; unsecured = \$36,443.19)</p>	Impaired	<p>Class 6B, the Secured Claim of MTGLQ Investors, L.P. (second mortgage on 220 Property), is impaired by this Plan. This claim is secured by the 220 Property, which is investment real property. The Debtor is requesting that this claim be reclassified as an allowed secured claim in the amount of \$0.00, and as an allowed unsecured claim for \$36,443.19. Accordingly, the Claimant will be paid as a Class 8 General Unsecured Claim and its second mortgage against the 220 Property, which was recorded on February 16, 2006, in Book 5605, Page 3478, in the Public Records of Brevard County, Florida, shall be deemed void and shall be extinguished upon entry of the Debtor’s discharge.</p>
Class 6C – Secured Real Estate Tax Obligation(s) of	Impaired	Class 6C, the Secured Real Estate Tax Obligation(s) of Brevard County Tax Collector and/or tax certificate holders on 220 Property, is impaired by this Plan. These claim(s) are

<p>Brevard County Tax Collector and/or tax certificate holders on 220 Property</p> <p>Total claim amount: \$6,168.02 (secured = \$6,168.02; unsecured = \$0.00)</p>		<p>secured by the 220 Property, which is investment real property (Folio # 2920513). If not otherwise paid in full as of the Effective Date by other lienholder(s), the Claimant(s) will be paid in full, plus statutory interest, over 60 months from the Effective Date, in 20 equal quarterly payments aggregating \$481.09 each, which will begin on the first day of the month following the Effective Date of this Plan, and continue on the first day of every quarter thereafter. Furthermore, the Debtor agrees to remain current with any and all real estate taxes owing to the Claimant(s) after the Effective Date. The Claimant(s) will retain their lien(s) on the 220 Property until all payments are made.</p>
Class	Impairment	Treatment
<p>Class 7 – Secured Claim of Coleraine Investments, LLC (judgment lien on personal property)</p> <p>Total claim amount: \$804,202.31 (secured = \$6,706.12; unsecured = \$797,496.19)</p>	<p>Impaired</p>	<p>Class 7, the Secured Claim of Coleraine Investments, LLC (judgment lien on personal property), is impaired by this Plan. This claim is secured by the non-exempt personal property listed on the Debtor's Schedule "B" (the "Personal Property"), pursuant to a Judgment Lien Certificate recorded on March 28, 2013, Document No. J13000633702. The Debtor is requesting that this claim be reclassified as an allowed secured claim in the amount of \$6,706.12, and as an allowed unsecured claim for the balance.</p> <p>The secured claim will be paid at the rate of 4% over 15 years (180 months), which will result in equal monthly principal and interest payments of \$49.60, beginning on the first day of the month following the Effective Date of this Plan, and continuing on the first day of every month thereafter.</p> <p>The Claimant will retain its lien on the Personal Property during the time that payments are made. Upon payment of the amount(s) set forth above, the Claimant shall file the appropriate satisfaction of the Claimant's judgment lien. The allowed undersecured claim, in the amount of \$797,496.19, will be paid in accordance with Class 8 unsecured creditors below.</p>
Class 8 – General Unsecured Creditors		
<p>Status of Contingent Claim # 15 of Beal Bank USA:</p>	<p>Beal Bank USA filed Claim # 15 in the amount of \$8,231,204.89 (the "Beal Bank Claim"). The Beal Bank Claim is an unsecured guaranty claim relating to the Chapter 11 bankruptcy of Rookery Bay Business Park, LLC, Case No. 12-38298-BKC-LMI (the "Rookery Bay Bankruptcy"). The Beal Bank Claim is a contingent claim because if all of the required payments to Beal Bank USA are made within the Rookery Bay Bankruptcy, the Debtor will be released from any further liability. If all of the required payments to Beal Bank USA are not made within the Rookery Bay Bankruptcy, the Beal Bank Claim shall be valid.</p> <p>The result will lead to two (2) scenarios:</p> <p><u>First Scenario:</u> The First Scenario is that all amounts are paid to Beal Bank USA in the Rookery Bay Bankruptcy, and the Beal Bank Claim will therefore be waived by Beal Bank USA.</p> <p><u>Second Scenario:</u> The Second Scenario is that all amounts are not paid to Beal Bank USA in the Rookery Bay Bankruptcy, and the Beal Bank Claim will</p>	

be a valid claim in this bankruptcy proceeding.		
Class	Impairment	Treatment
Class 8 - General Unsecured Creditors Total Unsecured Claims: \$15,741,652.60	Impaired	<p>Class 8 consists of all allowed general unsecured claims, including undersecured claims. The Class 8 Creditors shall share <i>pro rata</i> in a total distribution in the amount of \$15,000.00 (the "Plan Payments").</p> <hr/> <p><i>First Scenario:</i> Any allowed unsecured or undersecured general claimant scheduled to receive a total distribution of \$500.00 or less shall be paid in a lump sum within sixty (60) days from the Effective Date. The Debtor estimates that the lump sum payment(s) will total \$2,613.52.</p> <p>Any allowed general unsecured or undersecured claimants scheduled to receive a total distribution of more than \$500.00 shall receive payment over 5 years, in 10 quarterly payments totaling \$1,238.65 per payment, with the first payment due on the first day of the Thirty-First (31st) month following the Effective Date of this Plan, and continuing on the first day of every quarter thereafter (the "Plan Period").</p> <p>Any and all payments scheduled to be made to Beal Bank USA will be held in escrow by the Debtor's counsel. Upon such time as a determination is made that Beal Bank received all payments due to be paid in the Rookery Bay Bankruptcy, such payments will be re-distributed to the other General Unsecured Creditors, and Beal Bank USA will receive no recovery herewith. Any future payments to be made to Beal Bank USA pursuant to this Plan will then be re-distributed to the other General Unsecured Creditors accordingly, in the normal course.</p> <p>The specific creditors to be paid under this Plan (as well as a payment schedule) are set forth in the attached Exhibit "A". Unsecured creditors will be receiving a distribution of approximately 0.1997% of their allowed claim(s).</p> <hr/> <p><i>Second Scenario:</i> Any allowed unsecured or undersecured general claimant scheduled to receive a total distribution of \$500.00 or less shall be paid in a lump sum within sixty (60) days from the Effective Date. The Debtor estimates that the lump sum payment(s) will total \$2,613.52.</p> <p>Any allowed general unsecured or undersecured claimants scheduled to receive a total distribution of more than \$500.00 shall receive payment over 5 years, in 10 quarterly payments totaling \$1,238.65 per payment, with the first payment due on the first day of the Thirty-First (31st) month following the Effective Date of this Plan, and continuing on the first day of every quarter thereafter (the "Plan Period").</p> <p>Any and all payments scheduled to be made to Beal Bank USA will be held in escrow by the Debtor's counsel. Upon such time as a determination is made that Beal Bank USA did not receive all payments due to be paid in the Rookery Bay Bankruptcy, such payments will be immediately released to Beal Bank USA. Any future payments to be made to Beal</p>

		Bank USA pursuant to this Plan will then be paid in the normal course. The specific creditors to be paid under this Plan (as well as a payment schedule) are set forth in the attached Exhibit "A". Unsecured creditors will be receiving a distribution of approximately 0.0953% of their allowed claim(s).
Class	Impairment	Treatment
Class 9 - Equity Interest of the Debtor	Unimpaired	Class 9 consists of the Debtor's interest in property of the estate, which is retained under this Plan. The Debtor has committed the value of 5 years of his projected household net disposable income toward funding this Plan, and has otherwise met all of the requirements under the Bankruptcy Code. Class 9 is presumed to accept this Plan and not entitled to vote.

Unclassified Claims:

Administrative Professional Fees and Costs of Debtor's Attorneys ¹	The administrative professional fees and costs of the Debtor's attorneys are anticipated to be \$75,000.00, exclusive of any retainer(s) previously paid. Any such fees and costs are subject to final allowance by the Court, after the filing of appropriate fee application(s) and notice and hearing. The exact amount of such fees and costs will be determined at the Confirmation Hearing of this Plan. Such fees and costs shall be paid in full, immediately prior to the Confirmation Hearing of this Plan. Any administrative professional fees and costs that are incurred post-confirmation are not included herein.
Administrative Professional Fees and Costs of Debtor's Accountant (Dinnall Fyne & Company, Inc.)	The administrative professional fees and costs of the Debtor's accountant are anticipated to be \$9,000.00, exclusive of any retainer(s) previously paid. Any such fees and costs are subject to final allowance by the Court, after the filing of appropriate fee application(s) and notice and hearing. The exact amount of such fees and costs will be determined at the Confirmation Hearing of this Plan. Such fees and costs shall be paid in full, immediately prior to the Confirmation Hearing of this Plan. Any administrative professional fees and costs that are incurred post-confirmation are not included herein.

3.02 Treatment Upon 11 U.S.C. § 1111(b) Election. Pursuant to 11 U.S.C. § 1111(b), certain secured creditors (and/or classes of creditors) have the right to elect that its/their claim(s) is a secured claim to the extent that such claim is allowed, notwithstanding 11 U.S.C. § 506 (the "§ 1111(b) Election"). Therefore, any secured creditor that has the right to make the § 1111(b) Election under applicable law and that timely makes the § 1111(b) Election (an "Electing Secured Creditor") shall not be entitled to any Class 8 General Unsecured Claim. In that instance, the Electing Secured Creditor's proposed Class 8 General Unsecured Claim will be re-distributed to the other remaining Class 8

¹ The administrative professional fees owing to the Debtor's attorneys consist of attorney's fees and costs that were incurred by Leiderman Shelomith, P.A. ("LS") from March 1, 2016 through May 31, 2016 and by Leiderman Shelomith Alexander + Somodevilla, PLLC ("LSAS") from June 1, 2016 through the date of confirmation. Each payment referenced herein shall be paid on a pro rata basis between LS and LSAS, by virtue of the total amount of fees incurred by each law firm.

Claimholders, on a pro-rata basis, throughout the Plan Period. Such Electing Secured Creditor will also not be entitled to a vote on its Class 8 General Unsecured Claim.

Furthermore, with regard to the secured claim of any Electing Secured Creditor, such secured claim shall be paid pursuant to the monthly payment schedule set forth in ¶ 3.01 above. However, any secured claim to be paid over 360 months (or such other time period as agreed to by the Debtor and the Electing Secured Creditor) will not be amortized based on the value of the underlying property. Instead, such payments shall represent payments of principal only. At the conclusion of 360 monthly payments (or such other time period as agreed to by the Debtor and the Electing Secured Creditor), a balloon payment for the remaining amount of the Electing Secured Creditor's allowed claim shall be payable by the Debtor, in full satisfaction of the Electing Secured Creditor's allowed claim.

3.03 Default of Plan Payment(s). Unless otherwise specifically set forth above, in the event of any default by the Debtor of any payment required by ¶ 3.01 above, the Claimant shall provide the Debtor with notice of such default, by electronic mail to the Debtor's attorney, Zach B. Shelomith, Esq. (at zbs@lsaslaw.com) and by facsimile transmittal (954-920-5371) (the "Default Notice"). The Debtor shall be afforded ten (10) days from the date of receipt by the Debtor's counsel of such Default Notice to cure such default. The Claimant shall not take any further action(s) against the Debtor, including without limitation, proceeding against the Debtor in a court of competent jurisdiction, seeking *in rem* remedies against any of the subject properties described above or alleging a "material" default of this Plan by the Debtor, unless the cure period referenced herein has expired.

To the extent that any default by the Debtor (and failure to cure within the time frame referenced above) of any payment required by ¶ 3.01 above relates to a *secured* claim, and occurs during the Plan Period, then such Claimant's remedies are limited to any and all *in rem* remedies against the subject property (pursuant to the underlying loan documents), unless this case is dismissed. To the extent that any default by the Debtor (and failure to cure within the time frame referenced above) of any payment required by ¶ 3.01 above relates to a *secured* claim, and occurs after the Plan Period, then such Claimant's remedies are limited to any and all *in rem* remedies against the subject property (pursuant to the underlying loan documents), as long as the Debtor ultimately receives a discharge. Should the Debtor not receive a discharge, then such remedies shall not be limited and shall include any *in personam* rights against the Debtor pursuant to the underlying loan documents.

To the extent that any default by the Debtor (and failure to cure within the time frame referenced above) of any payment required by ¶ 3.01 above relates to an *unsecured* claim, then such Claimant may pursue whatever remedies are available pursuant to the underlying contract(s) or agreement(s) between the Claimant and the Debtor or pursuant to applicable law. However, should the Debtor ultimately receive a discharge, then any such claims shall be discharged pursuant to the Bankruptcy Code. This section shall not apply to any unclassified administrative professional claims owed by the Debtor.

ARTICLE IV
ALLOWANCE AND DISALLOWANCE OF CLAIMS

4.01 Disputed Claim. A disputed claim is a claim that has not been allowed or disallowed by a final non-appealable order, and as to which either: (i) a proof of claim has been filed or deemed filed, and the Debtor or another party in interest has filed an objection; or (ii) no proof of claim has been filed, and the Debtor has scheduled such claim as disputed, contingent, or unliquidated.

4.02 Delay of Distribution on a Disputed Claim. No distribution will be made on account of a disputed claim unless such claim is allowed by a final non-appealable order.

4.03 Settlement of Disputed Claims. The Debtor will have the power and authority to settle and compromise a disputed claim with court approval and in compliance with Rule 9019 of the Federal Rules of Bankruptcy Procedure.

ARTICLE V
PROVISIONS FOR EXECUTORY CONTRACTS AND UNEXPIRED LEASES

5.01 Assumption of Executory Contracts and Unexpired Leases. The Debtor assumes the following executory contracts and/or unexpired leases effective upon the Effective Date of this Plan:

Name of Lessee	Property	Monthly Payment	Proposed Monthly Debt Service	Date Lease Expires
Randi Cogan-Shinder and Grant Cornthwaite	535 Caligula Ave, Coral Gables, FL 33146 (single family home)	\$15,000.00	\$8,985.68	12/31/2018
N/A - Vacant	5400 SW 80 St, South Miami, FL 33143 (single family home)	\$0.00	N/A	N/A
N/A – Occupied by Individual Involved in Ownership Dispute	5753 SW 81 St, South Miami, FL 33143 (single family home)	\$0.00	Unknown – contingent on outcome of ownership dispute	N/A
Aissa Hamada and Trinidad Hamada	7745 SW 54 Ave, South Miami, FL 33143 (single family home)	\$14,500.00	\$10,491.87	1/31/2018
Michael Scheck and Allyson Arnold	220 Farmington St SW, Palm Bay, FL 32908 (single family home)	\$1,300.00	\$753.46	4/30/2018
Sean McGregor Coutts	1453 Blue Rd, Coral Gables, FL 33146 (Debtor leases this residence from his mother, who is the owner)	\$800.00	N/A	Month to Month

5.02 Rejection of Executory Contracts and Unexpired Leases. The Debtor will be conclusively deemed to have rejected all executory contracts and/or unexpired leases not expressly assumed above, or before the date of the order confirming this Plan, upon the Effective Date of this Plan. A proof of a claim arising from the rejection of an executory contract or unexpired lease under this section must be filed no later than thirty (30) days after the date of the order confirming this Plan.

ARTICLE VI
MEANS FOR IMPLEMENTATION OF THE PLAN

The means necessary for the execution of this Plan include the following: (a) the Debtor's income through his company, Alexandria (gross income of \$3,000.00 per month for the 12 month period following the Effective Date); and (b) rental income from the Debtor's investment real properties located at 535 Caligula Ave, Coral Gables, FL 33146 (approx. \$15,000.00 per month for the 12 month period following the Effective Date), 7745 SW 54 Ave, South Miami, FL 33143 (approx. \$14,500.00 per month for the 12 month period following the Effective Date) and 220 Farmington St SW, Palm Bay, FL 32908 (approx. \$1,300.00 per month for the 12 month period following the Effective Date). In addition to the foregoing, the Debtor will pay administrative professional creditors through family assistance, including contributions of approximately \$84,000.00 within the 12 month period following the Effective Date. The Debtor's wife is not employed and she does not generate any income. The Debtor's household net income is described in detail in the Debtor's Disclosure Statement, which is being circulated with this Plan.

The Debtor shall, and believes he can, generate sufficient income to make all payments due under this Plan. Attached to the Disclosure Statement is a 5 year cash flow projection, demonstrating that the Plan Payments are feasible. The estimated cash on hand necessary as of the Effective Date of this Plan is \$39,000.00, in order to make all of the payments due within 60 months from the Effective Date of this Plan.

To the extent that the Debtor wishes to prepay any amounts due under this Plan from exempt assets or other third party sources, the Debtor reserves the right to do so without penalty and to seek the entry of a final decree closing this case. In that case, the Plan Period, as defined above, shall be shortened to such time that the Debtor pays all Class 1A, 1C, 2D, 4F, 5D, 6C, 8 creditors all amounts due under this Plan.

The Debtor, as reorganized, will retain and will be re-vested in all property of the Estate, excepting property which is to be sold or otherwise disposed of as provided herein, executory contracts which are rejected pursuant to this Plan and property transferred to Creditors of the Debtor pursuant to the expressed terms hereof. The retained property shall be used by the Debtor in the ordinary course of his personal affairs. (Further details concerning the nature and scope of the Debtor's personal affairs may be found in the Disclosure Statement which accompanies this Plan).

ARTICLE VII
GENERAL PROVISIONS

7.01 Definitions and Rules of Construction. The definitions and rules of construction set forth in 11 U.S.C. §§ 101 and 102 shall apply when terms defined or construed in the Code are used in this Plan, and they are supplemented by the following definitions:

(a) *Allowed Secured Claim* - shall mean an Allowed Claim for which a Claimant asserts, or upon objection is determined by a Final Order to hold, a valid, perfected and enforceable lien, security interest or other interest or encumbrance in property in which the Debtor has an interest not subject to avoidance or subordination under the Bankruptcy Code or applicable non-bankruptcy law, or an Allowed Claim for which a Claimant asserts a

setoff under 11 U.S.C. § 553, but in any event only to the extent of the value, determined in accordance with 11 U.S.C. § 506(a), of the Claimant's interest in the Debtor's interest in the property or to the extent of the amount subject to such setoff as the case may be.

(b) *Allowed Undersecured Claim* - shall mean the amount of a prepetition secured Claim that exceeds the value of the collateral securing that Claim and is therefore unsecured.

(c) *Allowed Unsecured Claim* - shall mean an Allowed Claim which arose or which is deemed to have arisen prior to the filing of the Petition commencing these Proceedings and as to which the Claimant has not asserted, or as to whom it is determined by Final Order does not hold, a valid, perfected and enforceable lien, security interest or other interest in or encumbrance against property of the Debtor or a right of setoff to secure the payment of such Claim, but excluding unsecured Claims previously paid in the Proceedings pursuant to agreements approved by the Bankruptcy Court, if any.

Amount of Allowed Unsecured Claims. The Debtor's scheduled undersecured and unsecured claims are set forth in his Schedules D and F [ECF No. 17]. Attached hereto as Exhibit "A" is a list of all general unsecured claims to be paid under this Plan, including the proposed distribution and proposed first dividend. The aggregate amount of claims included in Class 8 is \$15,741,652.60, subject to the provisions of ¶ 3.02 above.

Based upon the distribution amount of \$15,000.00, holders of allowed dischargeable general unsecured claims will receive a distribution of either 0.1997% or 0.0953%, depending on the scenarios set forth above. This distribution is higher than what holders of allowed general unsecured claims would receive in a hypothetical Chapter 7, in which case the Debtor estimates that such claimants would receive a distribution of 0.00%.

Liquidation analysis. This estimated distribution in a hypothetical Chapter 7 was determined by analyzing the liquidation value of the Debtor's non-exempt property. The Debtor's real property is undersecured and has no equity. The Debtor's non-exempt personal property is valued at \$6,706.12, based on the values set forth in the Debtor's bankruptcy schedules and current funds being held in the Debtor's Debtor-in-Possession Account(s). After deducting payments to the Class 7 Secured Creditor, which has a judgment lien on all of the Debtor's personal property, as well as estimated Chapter 11 administrative expenses, and anticipated Chapter 7 administrative expenses, it was calculated that unsecured creditors would receive a total of \$0.00 if this case were converted to a Chapter 7 liquidation. A more detailed liquidation analysis is set forth in the Disclosure Statement that accompanies this Plan.

Accordingly, creditors are receiving more by virtue of this Plan, then they would if the Debtor's case was a Chapter 7 proceeding.

(d) *Causes of Action* - shall be used in its broadest sense and shall include all causes of action of the Debtor and all causes of action which a Trustee would have if the proceedings were converted on the confirmation date to a proceeding under Chapter 7 of the Code and a Trustee were appointed. Causes of action shall include all rights or causes of action, whether legal or equitable, whether they arise under the Code or under other federal or state laws or under judicial decisions, whether or not they are the subject of presently pending litigation and whether they arise before or after the confirmation date, as

well as rights belonging to the Debtor pursuant to 11 U.S.C. §§ 506, 510, 544, 545, 547, 548, 549 or 550.

(e) *Claim* - shall mean any right to payment against the Debtor or right to an equitable remedy against the Debtor for breach of performance if such breach gives rise to a right to payment, whether or not such right to payment or right to an equitable remedy is reduced to judgment, or whether liquidated or unliquidated, fixed or contingent, matured or unmatured, disputed or undisputed, secured or unsecured.

(f) *Petition Date* – shall mean March 1, 2016.

7.02 Effective Date of Plan. The Effective Date of this Plan is the fifteenth (15th) business day following the date of the entry of the order of confirmation. However, if a stay of the confirmation order is in effect on that date, the Effective Date will be the first business day after that date on which no stay of the confirmation order is in effect, provided that the confirmation order has not been vacated.

7.03 Severability. If any provision in this Plan is determined to be unenforceable, the determination will in no way limit or affect the enforceability and operative effect of any other provision of this Plan.

7.04 Binding Effect. The rights and obligations of any entity named or referred to in this Plan will be binding upon, and will inure to the benefit of the successors or assigns of such entity.

7.05 Captions. The headings contained in this Plan are for convenience of reference only and do not affect the meaning or interpretation of this Plan.

7.06 Controlling Effect. Unless a rule of law or procedure is supplied by federal law (including the Code or the Federal Rules of Bankruptcy Procedure), the laws of the State of Florida govern this Plan and any agreements, documents, and instruments executed in connection with this Plan, except as otherwise provided in this Plan.

7.07 Notice to Class 8 General Unsecured Creditors. Pursuant to 11 U.S.C. § 1129(a)(15), if you object to confirmation to the Plan, the value of the property to be distributed under the Plan shall not be less than the projected disposable income of the Debtor (as defined in 11 U.S.C. § 1325(b)(2)) to be received during the 5-year period beginning on the date that the first payment is due under the Plan (or during the period for which the Plan provides payments, whichever is longer). Pursuant to the Plan, the value of the property to be distributed to Class 8 General Unsecured Creditors under the Plan (\$15,000.00) is equal to the projected disposable income of the Debtor to be received during the 5-year period beginning on the Effective Date.

ARTICLE VIII **DISCHARGE**

Confirmation of this Plan does not discharge any debt provided for in this Plan until the Court grants a discharge on completion of all payments under this Plan, or as otherwise provided in 11 U.S.C. § 1141(d)(5). The Debtor will not be discharged from any debt

excepted from discharge under 11 U.S.C. § 523, except as provided in Fed. R. Bankr. P. Rule 4007(c).

ARTICLE IX

EFFECT OF CONFIRMATION

9.01 Vesting of Assets. Except as otherwise set forth herein or in the Confirmation Order, as of the Effective Date, the property of the Estate shall vest in the Debtor free and clear of all claims, liens, encumbrances, charges and other interests, except those specifically set forth and identified in this Plan. However, any sale or refinance of the real properties owned by the Debtor, as set forth above, prior to the entry of the Debtor's discharge shall be subject to the Court's approval, after motion and hearing. Furthermore, to the extent that the Debtor sells any such real property prior to the entry of the Debtor's discharge, any net proceeds from such sale shall first be used to pay the amounts owed to Class 8 General Unsecured Creditors pursuant to this Plan, prior to the Debtor receiving any such funds.

9.02 Binding Effect. Except as otherwise provided in 11 U.S.C. § 1141(d)(3), on and after the Confirmation Date, the provisions of the Plan shall bind any holder of a claim against the Debtor and his respective successors and assigns, whether or not the claim of such holder is impaired under the Plan and whether or not such holder has accepted the Plan.

9.03 Injunction Against Interference with Plan. Upon the entry of the Confirmation Order, all holders of claims and other parties in interest, along with their respective present or former employees, agents, officers, directors, or principals, shall be enjoined from taking any actions to interfere with the implementation or consummation of the Plan.

9.04 Other Effect(s) of Confirmation. If not otherwise identified herein, then the effect of confirmation of the Plan is as set forth in the Bankruptcy Code and applicable law.

ARTICLE X

OTHER PROVISIONS

10.01 Reservation of Rights Under 11 U.S.C. § 1129(b). The Debtor expressly reserves the right, pursuant to 11 U.S.C. § 1129(b), to request the Court to confirm this Plan if all of the applicable requirements of 11 U.S.C. § 1129 (a) have been met, other than those of 11 U.S.C. § 1129(a)(8).

10.02 Reservation of Right to Modify Plan Post-Confirmation. The Debtor expressly reserves the right to request a modification of this Plan at any time after confirmation of the Plan but before the completion of payments under the Plan, to (1) increase or reduce the amount of payments under the Plan on claims of a particular class, (2) extend or reduce the time period for such payments, or (3) alter the amount of distribution to a creditor whose claim is provided for by the Plan to the extent necessary to take account of any payment of the claim made other than under the Plan. Any such request to modify this Plan shall be noticed to all creditors and interested parties, and no modification shall be granted absent proper notice and hearing.

10.03 Reservation of Rights Under Sections 1141(d)(5) and 350(a). The Debtor reserves the right, after confirmation, to seek the closing of this bankruptcy proceeding prior

to the entry of an Order of Discharge, upon the payment of the initial payment(s) under this Plan, payment of all outstanding quarterly United States Trustees Fees, and the filing of any outstanding federal income tax returns. Such a request may be granted only upon notice and hearing, with notice to all creditors and interested parties. If such request is granted, then upon the satisfaction of all payments required to be paid to Class 1A, 1C, 2D, 4F, 5D, 6C and 8 creditors, the Debtor may file a motion to reopen this bankruptcy proceeding, pursuant to 11 U.S.C. § 350(b), and the Court may then grant the Debtor a discharge, pursuant to 11 U.S.C. § 1141(d)(5). This paragraph only preserves the Debtor's right to seek the relief described above and does not conclusively grant such relief. Creditors' and interested parties' rights to object to such relief shall similarly be preserved until such time as it is requested by the Debtor after confirmation.

10.04 Disbursing Agent. All distributions hereunder shall be made by the Debtor, or such other individual or entity designated by the Debtor at the Confirmation Hearing, as Disbursing Agent, on or after the Effective Date or as otherwise provided herein. A Disbursing Agent shall not be required to give any bond, surety or other security for the performance of his/her/its duties unless otherwise ordered by the Bankruptcy Court, and, in the event that a Disbursing Agent is so ordered, all costs and expenses of procuring any such bond or surety shall be borne by the Debtor.

10.05 Post-Petition Interest on Claims. Except as required by applicable bankruptcy law, post-petition interest will not accrue on or after the Effective Date on account of any Claim.

10.06 Delivery of Distributions and Undeliverable or Returned Distributions. Subject to Fed. R. Bank. P. 9010, all distributions to any holder of an Allowed Claim shall be made at the address of such holder as set forth on the Schedules filed with the Bankruptcy Court, or on the books and records of the Debtor or his agents, or in a letter of transmittal, unless the Debtor has been notified in writing of a change of address, including, without limitation, by the filing of a Proof of Claim by such holder that contains an address for such holder different from the address reflected on such Schedules for such holder. In the event that any distribution to any holder is returned as an "Undeliverable or Returned Distribution", then no further distributions to such holder shall be made unless and until the Debtor is notified of such holder's then-current address, at which time all missed distributions shall be made to such holder, without interest. An "Undeliverable or Returned Distribution" shall include such distributions that are: (a) undeliverable through regular United States Mail, whether such distribution is returned to the Debtor or not; (b) returned to the Debtor because the Claimant cannot locate an account number belonging to the Debtor, despite the Debtor's reasonable diligence in providing the Claimant with the bankruptcy case number, account number and his social security number; (c) returned to the Debtor because the Claimant is no longer operating and has not provided the Debtor or the Court with any assignment information; or (d) returned to the Debtor because the Claimant indicates in writing that the Claimant does not wish to receive any distribution under this Plan and therefore waives any right to payment.

All demands for Undeliverable or Returned Distributions shall be made on or before ninety (90) days after the date such Undeliverable or Returned Distribution was initially made. Thereafter, the amount represented by such Undeliverable or Returned Distribution shall be donated by the Debtor to the Bankruptcy Bar Foundation of the Southern District of Florida, Inc., a legal non-profit organization that funds the pro bono activities of the Bankruptcy Bar Association for the Southern District of Florida. At such time, any Claim in

respect of such Undeliverable or Returned Distribution shall be discharged and forever barred from assertion against the Debtor and his property.

10.07 Time Bar to Cash Payments. Checks issued by the Debtor in respect of Allowed Claims shall be null and void if not negotiated within one hundred and eighty (180) days after the date of issuance thereof. Requests for re-issuance of any check shall be made to the Debtor by the holder of the Allowed Claim to whom such check originally was issued. Any Claim in respect of such a voided check shall be made on or before thirty (30) days after the expiration of the one hundred and eighty (180) day period following the date of issuance of such check. Thereafter, the amount represented by such voided check shall be donated by the Debtor to the Bankruptcy Bar Foundation of the Southern District of Florida, Inc., a legal non-profit organization that funds the pro bono activities of the Bankruptcy Bar Association for the Southern District of Florida. At such time, any Claim in respect of such voided check shall be discharged and forever barred.

This First Amended Plan of Reorganization is dated June 17, 2017, and is hereby approved by the undersigned.

/s/ Sean McGregor Coutts

Sean McGregor Coutts

Submitted by:

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Sean McGregor Coutts - List of General Unsecured Creditors to be Paid Pursuant to First Amended Plan																				
Class 8 General Unsecured Creditors:																				
Class	Claim #	Name of Creditor	Amount of Claim	Proposed Distribution	Initial Payment	Quarterly* Payments	Comments													
8	2	Real Time Resolutions, Inc.	\$560,922.30	\$534.49	\$0.00	\$53.45	Deficiency associated with 870 Partridge Ct, Marco Island, FL 34145													
2B/8	3	Bank of New York Mellon - CWHEQ	\$581,626.18	\$554.22	\$0.00	\$55.42	Partially unsec. 2nd mort. on 535 Caligula Ave, Coral Gables, FL 33146 (Total Claim: \$645,863.18) [ECF # 151/175]													
8	4	Synchrony Bank	\$1,750.00	\$1.67	\$1.67	\$0.00	Unsecured claim - Credit Card # 0680													
8	5	Synchrony Bank	\$1,000.00	\$0.95	\$0.95	\$0.00	Unsecured claim - Credit Card # 1728													
8	6	U.S. Bank National Association	\$616,874.81	\$587.81	\$0.00	\$58.78	Deficiency associated with 140 Seaview Ave # 1202, Marco Island, FL 34145													
6B/8	8	MTGLQ Investors, L.P.	\$36,443.19	\$34.73	\$34.73	\$0.00	Wholly unsecured second mortgage on 220 Farmington St SW, Palm Bay, FL 32908													
2C/3B/3C/4D/5C/8	10	Sabadell United Bank, N.A.	\$766,098.13	\$730.00	\$0.00	\$73.00	Wholly unsec. 2nd mort. on 5400 SW 80 St, South Miami, FL 33143/jmt. lien on real properties [ECF # 151/175/188]													
2C/3C/4E/5C/8	11	Steven C. Juhasz	\$368,956.11	\$351.57	\$351.57	\$0.00	Wholly unsecured judgment lien on various real properties [ECF # 151/175/188]													
8	13	Bank of New York Mellon	\$1,444,693.28	\$1,376.63	\$0.00	\$137.66	Deficiency associated with 176 S Collier Blvd # 608, Marco Island, FL 34145													
8	15	Beal Bank USA	\$8,231,204.89	\$7,843.40	\$0.00	\$784.34	Guarantee relating to Rookery Bay Business Park, LLC													
5A/8	SCH	Christiana Trust	\$442,432.32	\$421.59	\$421.59	\$0.00	Unsec. portion of first mortgage on 7745 SW 54 Ave, South Miami, FL 33143 (Total Claim: \$2,342,432.32) [ECF # 188]													
5B/8	SCH	Bank of America, N.A.	\$250,000.00	\$238.22	\$238.22	\$0.00	Wholly unsecured second mortgage on 7745 SW 54 Ave, South Miami, FL 33143 [ECF # 188]													
2C/3C/4E/5C/7/8	SCH	Coleraine Investments, LLC	\$797,496.19	\$759.92	\$0.00	\$75.99	Wholly unsecured judgment lien on various real properties [ECF # 151/175/188]													
6A/8	SCH	Deutsche Bank Trust Company Americas	\$15,927.00	\$15.18	\$15.18	\$0.00	Unsecured portion of first mortgage on 220 Farmington St SW, Palm Bay, FL 32908 (Total Claim: \$156,282.00)													
2C/3C/4E/5C/8	SCH	Eight Peaks Capital, LLC	\$59,192.90	\$56.40	\$56.40	\$0.00	Wholly unsecured judgment lien on various real properties [ECF # 151/175/188]													
2C/3C/4E/5C/8	SCH	Miami-Dade County, Florida	\$10,590.16	\$10.09	\$10.09	\$0.00	Wholly unsecured Code Enforcement Lien [ECF # 151/175/188]													
2C/3C/4C/5C/8	SCH	Sanibel Captiva Community Bank	\$143,312.61	\$136.56	\$136.56	\$0.00	Wholly unsecured judgment lien on various real properties [ECF # 151/175/188]													
2C/3C/4E/5C/8	SCH	Sanibel Captiva Community Bank	\$2,805.00	\$2.67	\$2.67	\$0.00	Wholly unsecured judgment lien on various real properties [ECF # 151/175/188]													
8	SCH	Advanta Bank Corporation	\$23,053.00	\$21.97	\$21.97	\$0.00	Unsecured claim - Credit Card # 8468													
8	SCH	Alberto Gavazzi and Fernanda Gavazzi	\$16,214.90	\$15.45	\$15.45	\$0.00	Unpaid Security Deposit on Expired Lease (Pre-Petition)													
8	SCH	American Express	\$22,003.00	\$20.97	\$20.97	\$0.00	Unsecured claim - Credit Card # 9373													
8	SCH	American Express	\$6,568.00	\$6.26	\$6.26	\$0.00	Unsecured claim - Credit Card # 3433													
8	SCH	American Express	\$1,452.00	\$1.38	\$1.38	\$0.00	Unsecured claim - Credit Card # 7263													
8	SCH	Aressco Service Company	\$132.00	\$0.13	\$0.13	\$0.00	Unpaid Alarm Bill # 4652													
8	SCH	Chase	\$58,041.00	\$55.31	\$55.31	\$0.00	Unsecured claim - Credit Card # 0370													
8	SCH	Chase Card	\$3,600.00	\$3.43	\$3.43	\$0.00	Unsecured claim - Credit Card # 0337													
8	SCH	Chase Card	\$1,705.00	\$1.62	\$1.62	\$0.00	Unsecured claim - Credit Card # 6300													
8	SCH	Citibank, N.A.	\$56,151.00	\$53.51	\$53.51	\$0.00	Unsecured claim - Credit Card # 9593													
8	SCH	Citibank, N.A.	\$4,459.00	\$4.25	\$4.25	\$0.00	Unsecured claim - Credit Card # 2838													
8	SCH	Citibank, N.A.	\$540.00	\$0.51	\$0.51	\$0.00	Unsecured claim - Credit Card # 9569													
8	SCH	Creditone LLC	\$31,026.00	\$29.56	\$29.56	\$0.00	Unsecured claim - Credit Card # CH362111													
8	SCH	Discover Financial Services LLC	\$20,835.00	\$19.85	\$19.85	\$0.00	Unsecured claim - Credit Card # 3684													
8	SCH	Discover Financial Services LLC	\$6,431.00	\$6.13	\$6.13	\$0.00	Unsecured claim - Credit Card # 4667													
8	SCH	Enhanced Recovery Company	\$86.00	\$0.08	\$0.08	\$0.00	Unpaid Cell Phone Bill # 3466													
8	SCH	EOS CCA	\$595.00	\$0.57	\$0.57	\$0.00	Unpaid Cable Bill # 7787													
8	SCH	Focus Receivables Management, LLC	\$3,111.00	\$2.96	\$2.96	\$0.00	Unpaid Pest Control Bills (Various)													
8	SCH	Frank Rappazzo	\$80,000.00	\$76.23	\$76.23	\$0.00	Various Personal Loans													
8	SCH	Ian Coutts	\$65,000.00	\$61.94	\$61.94	\$0.00	Various Personal Loans													
8	SCH	Irma Gaber	\$450,000.00	\$428.80	\$428.80	\$0.00	Various Personal Loans													
8	SCH	Leila Gaber	\$200,000.00	\$190.58	\$190.58	\$0.00	Various Personal Loans													
8	SCH	Nationstar Mortgage LLC	\$149,853.64	\$142.79	\$142.79	\$0.00	Deficiency associated with 140 Seaview Ave # 1202, Marco Island, FL 34145													
8	SCH	Quentin Richardson	\$5,479.99	\$5.22	\$5.22	\$0.00	Unpaid Security Deposit on Expired Lease (Pre-Petition)													
8	SCH	Rosamund Coutts	\$200,000.00	\$190.58	\$190.58	\$0.00	Various Personal Loans													
8	SCH	Wells Fargo	\$3,991.00	\$3.80	\$3.80	\$0.00	Unsecured claim - Credit Card # 2294													
		Total Undisputed Unsecured Claims	\$15,741,652.60	\$15,000.00	\$2,613.52	\$1,238.65														
		Distribution Percentage	0.0953%																	

Disposition of Other Claims Not Listed Above:											
Class	Claim #	Name of Creditor	Amount of Claim	Proposed Disposition							
1A	1	Internal Revenue Service	\$300.00	Estimated Claim for Unpaid Tax Returns - 2013, 2014 and 2015 (Object - Debtor will have \$0.00 tax liability after filing returns)							
2D/3D/4F/5D	7	Miami-Dade County Tax Collector	\$60,705.44	Secured creditor treated in Class 2D/3D/4F/5D (Various Properties) (2016 Real Estate Taxes)							
4B	9	Bank of America, N.A.	\$200,105.90	Secured creditor treated in Class 4B (5753 SW 81 St, Miami, FL 33143) (second mortgage)							
4A	12	BAC Home Loans Servicing LP	\$983,995.82	Secured creditor treated in Class 4A (5753 SW 81 St, Miami, FL 33143) (first mortgage)							
3A	14	Deutsche Bank National Trust	\$1,615,202.66	Secured creditor treated in Class 3A (5400 SW 80 St, Miami, FL 33143) (first mortgage)							
4C	SCH	Sanibel Captiva Community Bank	\$143,312.61	Secured creditor treated in Class 4C (5753 SW 81 St, Miami, FL 33143) (first position judgment lien)							
4D	10	Sabadell United Bank, N.A.	\$25,000.00	Secured creditor treated in Class 4D (5753 SW 81 St, Miami, FL 33143) (second position judgment lien)							
5A	SCH	Christiana Trust	\$1,900,000.00	Secured creditor treated in Class 5A - payments in Plan (7745 SW 54 Ave, South Miami, FL 33143) (first mortgage)							
6A	SCH	Deutsche Bank Trust Company Americas	\$140,355.00	Secured creditor treated in Class 6A - payments in Plan (220 Farmington St SW, Palm Bay, FL 32908) (first mortgage)							
2A	SCH	Bank of New York Mellon - CWALT	\$2,085,763.00	Secured creditor treated in Class 2A - payments in Plan (535 Caligula Ave, Coral Gables, FL 33146) (first mortgage)							
2B	SCH	Bank of New York Mellon - CWHEQ	\$64,237.00	Secured creditor treated in Class 2B - payments in Plan (535 Caligula Ave, Coral Gables, FL 33146) (second mortgage)							
N/A	SCH	Nationstar Mortgage LLC	\$820,355.00	Potential deficiency associated with 828 E Hideaway Cir # 4-443, Marco Island, FL 34145 (Object - Unliquidated)							
N/A	SCH	Ocwen Loan Servicing LLC	\$219,314.00	Potential deficiency associated with 1100 Gretchen Ave S, Lehigh Acres, FL 33973 (Object - Unliquidated)							
N/A	SCH	Portfolio Recovery & Associates	\$58,414.00	Object - Duplicate of Claim by Chase in the amount of \$58,041.00							
N/A	SCH	Resurgent Mortgage Servicing	\$763,854.99	Potential deficiency associated with 6000 Royal Marco Wy # 656, Marco Island, FL 34145 (Object - Unliquidated)							
N/A	SCH	Specialized Loan Servicing	\$820,354.61	Potential deficiency associated with 828 E Hideaway Cir # 4-443, Marco Island, FL 34145 (Object - Unliquidated)							
6C	SCH	Brevard County Tax Collector	\$6,168.02	Secured creditor treated in Class 6C (220 Farmington St SW, Palm Bay, FL 32908) (Real Estate Taxes)							
7	SCH	Coleraine Investments, LLC	\$6,706.12	Secured creditor treated in Class 7 (Judgment Lien on Personal Property)							

* - Quarterly Payments on Class 8 General Unsecured Claims will begin in Month 31 after the Effective Date of the Plan