

UNITED STATES BANKRUPTCY COURT
DISTRICT OF IDAHO

In Re:

Case No.

Debtor(s)

CHAPTER 13 PLAN AND RELATED MOTIONS

This plan is proposed by the debtor. It contains provisions that may significantly affect your rights. It contains matters, which if not objected to, may be accepted by the court as true. Creditors cannot vote on this plan. A creditor who wishes to oppose the plan and related motions may do so by timely filing a written objection. Any objection must be in writing, and must be filed with the court and served upon the debtor, debtor's attorney, and the Chapter 13 trustee as follows (check one):

- The Chapter 13 Plan was filed with the petition. Any objection must be filed and served by the time set for the § 341(a) meeting, within five (5) days thereafter, or as otherwise allowed by law. Absent any such objection, the court may confirm this plan, accept the valuations and allegations herein, and grant the motions without further notice or hearing.
- The Chapter 13 Plan was not filed with the petition. Any objection must be filed and served no later than five (5) days prior to the time set for the confirmation hearing, or otherwise allowed by law.

If a creditor files a timely written objection, that creditor must also appear at the hearing on confirmation of the plan to assert the objection or the objection may be denied without further notice or hearing. The provisions of the confirmed plan will bind the debtor and each creditor.

 **DISCHARGE:** (Check One)

- The debtor is not eligible for a discharge of debts because the debtor has previously received a discharge described in 11 U.S.C. § 1328(f).
- The debtor will seek a discharge of debts pursuant to 11 U.S.C. § 1328(a).

NOTICE: (Check One)

- This Chapter 13 Plan and Related Motions contains all the standard language as approved by the U.S. Bankruptcy Court, District of Idaho. Except fill-in-the-blank

sections, designated check boxes, or claim treatment within any table, there are no modifications to the court-approved language.

- This Chapter 13 Plan and Related Motions contains language that is different from the standard plan as approved by the U.S. Bankruptcy Court, District of Idaho. An asterisk immediately preceding the section number designates a modified plan section. No asterisk is provided for any fill-in-the-blank sections, designated check boxes, or claim treatment within any table.

1. **PAYMENTS TO TRUSTEE.**

Such portion of the projected future earnings and income of the debtor as is necessary for the execution of the plan is submitted to the supervision and control of the Chapter 13 trustee for the duration of this plan, to wit:

- 1.1 **PERIODIC PLAN PAYMENTS.** In addition to the payments provided under Sections 4.1, 6.1, 6.3, 6.4, and 8, debtor will pay to the trustee for a term, not exceeding _____ months the sum of \$_____ monthly. The debtor shall commence making payments proposed by the plan to the trustee no later than thirty (30) days after the date the bankruptcy petition is filed.
- 1.2 **INCOME TAX REFUNDS. (Check One)**
- Debtor projects no income tax refunds during the term of this plan. As a result, no income tax refunds will be turned over to the trustee; OR
- Debtor projects income tax refunds during the term of this plan. During the applicable commitment period of the plan, as defined in 11 U.S.C. §1325(b)(4), the debtor will turn over to the trustee all net income tax refunds. At any time during the term of the plan, debtor shall be entitled to use a tax refund to pay taxes due any other taxing authority; however, the debtor shall remit any net income tax refund balance to the trustee. Upon the trustee's stipulation with the debtor and an order of the court, the debtor may retain, in whole or in part, certain net income tax refunds during the term of the plan to facilitate the terms of this plan or to meet other reasonable and necessary needs of the debtor.
- 1.3 **EARLY PAYOFF.** Debtor may not pay this plan in less than the applicable commitment period without notice to interested parties and an opportunity for hearing before the court.
- 1.4 **WAGE DEDUCTION ORDER.** Debtor acknowledges that if the debtor is ever more than thirty (30) days delinquent on any payment due under Section 1.1 of this plan, upon request of the trustee, a wage deduction order to debtor's employer may immediately be issued.
- 1.5. **DEFERRAL OF PAYMENTS FOR CAUSE.** The trustee, for cause, may defer not more than two monthly payments per calendar year without further notice to parties or hearing before the court.

2. **POST-CONFIRMATION RECOVERY OF PROPERTY.**

Debtor elects as follows: (Check One)

- The trustee shall retain the right, post confirmation, to recover moneys, to recover property and to avoid liens pursuant to 11 U.S.C. §541, et seq. Any such recovery or avoidance shall, when liquidated, be disbursed to creditors as additional disposable income, in accordance with 11 U.S.C. §1325 (b); OR
- The debtor has calculated the right to recover moneys, to recover property and to avoid liens pursuant to 11 U.S.C. §541, et seq in the plan payment. As a result, the trustee shall not retain such further rights post confirmation.

3. **PROVISIONS FOR ADMINISTRATIVE AND PRIORITY CLAIMS.**

From the payments received, the trustee shall make disbursements of allowed claims entitled to administrative and priority status under 11 U.S.C. § 503 and 507 respectively, in deferred cash payments as follows: Payment of certain assigned Domestic Support Order claims (11 U.S.C. § 507(a)(1)(B)) may be less than 100% as provided by 11 U.S.C. § 1322 (a)(4).

3.1 **Domestic Support Obligations** (check all applicable boxes)

- No Domestic Support Obligations are owed. Skip to Section 3.2
- Allowed unsecured claims for Domestic Support Obligations allowed under 11 U.S.C. § 507(a)(1)(A) in equal monthly installments over the term of the plan
- Allowed unsecured claims for Domestic Support Obligations allowed under 11 U.S.C. § 507(a)(1)(B) in equal monthly installments over the term of the plan. Total of payments if less than 100%: \$_____

3.2 **Trustee.** Fees to the trustee as provided by 28 U.S.C. § 586.

3.3 **Attorney.** Fees and costs to the debtor's attorney in the total amount of \$_____ in equal monthly installments over the initial _____ months.

3.4 **Taxes.** Unless the holder of the claim agrees otherwise, upon confirmation of the plan and the filing of an allowed claim, any allowed unsecured priority claims of governmental units shall be paid: (Check One)

- During the initial _____ months of the plan; OR
- In equal monthly installments over the term of the plan.

4. **PROVISIONS FOR CREDITORS HOLDING CERTAIN PURCHASE MONEY SECURED CLAIMS.**

The claim of each of the following secured creditors who have a purchase money interest securing a debt either 1) in a motor vehicle acquired for the debtor's personal use within 910 days prior to the filing of the bankruptcy petition; or 2) in any other thing of value that was incurred during one year prior to the date the bankruptcy petition was filed shall be paid as follows:

- 4.1 **Certain Purchase Money Secured Claims Not in Default.** To those creditors who have Certain PMSI Claims whose rights are not being modified, the allowed secured claim of each shall be paid directly by debtor according to the terms of the outstanding agreements with each creditor as follows:

| CREDITOR | COLLATERAL DESCRIPTION | DATE OF CONTRACT | AMOUNT OF CLAIM | MONTHLY PAYMENT |
|----------|------------------------|------------------|-----------------|-----------------|
| | | | | |

- 4.2 **Modification of Rights (Other than Value) of Holders of Certain Purchase Money Secured Claims.** To each of the following named creditors holding Certain PMSI Claims, the allowed secured claim of each shall be paid as follows:

The allowed secured claim shall be amortized at the rate of interest (simple interest, direct reducing) in equal monthly installments over the term of the plan.

Secured creditors' rights and claims will be modified in accordance with the terms provided herein and payments will be made to the creditor by the trustee.

The debtor hereby MOVES the court for an order so fixing the treatment and/or the amount of the secured claim as follows:

| CREDITOR | COLLATERAL DESCRIPTION | CONTRACT DATE | AMOUNT OF CLAIM | MODIFIED PROVISION(S) OF THE CONTRACT | PROJECTED MONTHLY PAYMENT | PROJECTED TOTAL PAYMENTS |
|----------|------------------------|---------------|-----------------|---------------------------------------|---------------------------|--------------------------|
| | | | | | | |

If a secured creditor objects to this provision, debtor will ask the court, at the hearing on confirmation, to confirm the plan over the creditor's objection.

- 4.3 **Surrender of Collateral Subject to Certain Purchase Money Secured Claims**
The debtor shall surrender debtor's interest in the collateral securing the PSMI claims of the following creditors. Unless the automatic stay has already been terminated by court order or applicable law, upon the entry of the order confirming this plan, the automatic stay imposed by 11 U.S.C. § 362(a) as against the creditors and collateral set forth below, shall be terminated pursuant to 11 U.S.C. § 362(d).

| CREDITOR | COLLATERAL TO BE SURRENDERED |
|----------|------------------------------|
| | |
| | |

5. **MODIFICATION OF RIGHTS OF HOLDERS OF OTHER SECURED CLAIMS.**

To each of the following named creditors, the full value of the allowed secured claim held shall be paid by the trustee.

5.1 **Modification of Rights** Each creditor holding an allowed secured claim shall retain its lien on the collateral securing that claim until the earlier of 1) the payment of the underlying debt determined under nonbankruptcy law; or 2) discharge under 11 U.S.C. § 1328. If the case is dismissed or converted without completion of the plan, such lien shall be retained by the secured creditor to the extent recognized by applicable non bankruptcy law.

The allowed secured claim shall be amortized at the rate of interest (simple interest, direct reducing), in equal monthly installments over the term of the plan.

Any portion of the debt owed to a creditor in excess of the allowed secured claim will be treated in this plan as an unsecured claim. Subject to the terms of the order of confirmation of the plan, unless otherwise ordered by the court, payments shall commence from the trustee upon filing of an allowable claim.

The projected total payments constitute the debtor's best estimate of the total of all payments made to the secured creditor on the secured portion of such creditor's claims. At the discretion of the trustee, allowed secured claims of \$500 or less may have payment accelerated.

Secured creditors' rights and claims will be modified in accordance with the terms provided for herein by debtor. Except as provided by 11 U.S.C. § 1325(a)(5)(B)(i)(II), an order setting the secured portion of a claim, at less than the total amount of the entire claim, voids the creditor's lien to the extent of the unsecured portion of the claim.

The debtor hereby MOVES the court for an order so fixing the amount of the allowed secured claim as follows:

| CREDITOR | COLLATERAL DESCRIPTION | ALLOWED SECURED CLAIM | RATE OF INTEREST | PROJECTED MONTHLY PAYMENT | PROJECTED TOTAL PAYMENTS |
|----------|------------------------|-----------------------|------------------|---------------------------|--------------------------|
| | | | | | |

If a secured creditor objects to this provision, debtor will ask the court, at the hearing on confirmation, to confirm the plan over the creditor's objection, pursuant to 11 U.S.C. §1325(a)(5)(B).

5.2 **Curing of Default of Long Term Secured Claims.** To each of the below-named creditors, the debtor does not propose to pay, in full, their allowed secured claim during the term of this plan. Each creditor shall retain its lien on the collateral securing the claim until the allowed secured claim is paid in full.

The debtor will continue the regular monthly contract payments directly to the creditor pursuant to the contract terms. Each post-petition payment shall be paid by debtor as it comes due. The initial post-petition payment shall commence on the first full month following the filing of this bankruptcy by debtor.

The default payments under this plan, shall be applied by creditor to the earliest payment for which a portion of the payment is due. Default payments shall commence upon filing of an allowable claim and subject to the terms of the order of confirmation of the plan. Unless otherwise provided, the frequency of payments shall be in equal monthly amounts, during the term of the plan. The total in default provided hereinafter represents the debtor's projection of the total amount necessary to cure the default. In the event that the creditor's allowed claim provides otherwise, the allowed claim shall control. Each creditor shall further be entitled to receive interest on their claim, as allowed by law. Such interest rate shall be the non-default contract rate of interest provided in the contract between each creditor and debtor.

| CREDITOR | COLLATERAL DESCRIPTION | TOTAL IN DEFAULT | DEFAULT PAYMENT | RATE OF INTEREST |
|----------|------------------------|------------------|-----------------|------------------|
| | | | | |

6. **DISBURSEMENTS DIRECTLY BY DEBTOR.**

Debtor shall make the following disbursements directly to creditors and shall treat the following claims and obligations as indicated:

6.1 **Secured Claims Not in Default.** To secured creditors, whose rights are not being modified, that are not those Certain Purchase Money Secured Creditors set forth in Section 4 above, the secured claim of each shall be paid directly by debtor according to the terms of the outstanding agreements with each creditor. The debtor will pay these creditors directly as follows:

| CREDITOR | COLLATERAL DESCRIPTION | ESTIMATED BALANCE OWING | AMOUNT OF PAYMENT MADE DIRECTLY BY DEBTOR |
|----------|------------------------|-------------------------|---|
| | | | |

6.2 **Surrender of Collateral by Debtor.** The debtor shall surrender debtor's interest in the collateral securing the claims of the following creditor. Unless the automatic stay has already been terminated by court order or applicable law, upon the entry of the order confirming this plan, the automatic stay imposed by 11 U.S.C. §362(a) as against the creditors and collateral set forth below, shall be terminated pursuant to 11 U.S.C. §362(d).

| CREDITOR | COLLATERAL TO BE SURRENDERED |
|----------|------------------------------|
| | |

6.3 **Payments to Lessors of Personal Property.** No later than thirty (30) days after the date the bankruptcy petition is filed, the debtor shall commence making payments scheduled in a lease of personal property directly to the lessor for that portion of the obligation that comes due after the filing of the bankruptcy petition. The debtor shall provide the trustee evidence of such payment, including the amount and date of payment.

| LESSOR | PERSONAL PROPERTY DESCRIPTION | LEASE PAYMENT |
|--------|-------------------------------|---------------|
| | | |

6.4 **Pre-Confirmation Payments to Purchase Money Secured Creditors of Personal Property.** No later than thirty (30) days after the date the bankruptcy petition is filed, the debtor shall commence making payments on allowed claims of purchase money secured creditors of personal property in an amount sufficient to provide adequate protection, directly to the creditor until confirmation. The payments made under this subsection shall reduce the amount owed under the plan. The debtor shall provide the trustee evidence of such payment, including the amount and date of payment.

| CREDITOR | COLLATERAL DESCRIPTION | ADEQUATE PROTECTION PAYMENT |
|----------|------------------------|-----------------------------|
| | | |

6.5 **Post Petition Tax Obligations** (check all that apply)

- Real property taxes are being paid through escrow by debtor's mortgage holder.
- Real property taxes are being paid by the debtor.
- Personal property taxes are being paid by debtor

7. **PROVISIONS FOR UNSECURED CLAIMS.**

7.1 **Classification of Unsecured Claims.** Unless otherwise provided, the following unsecured claims will receive from the trustee the indicated dollar amounts, in equal monthly installments during the term hereof, on their allowed claim. Payments shall commence upon confirmation of this plan and filing of an allowed claim.

| CREDITOR | AMOUNT TO BE PAID |
|--------------------------------------|-------------------|
| CLASS "A" Co-signed claims owing to: | |
| CLASS "B" - Other claims owing to: | |

7.2 **General Unsecured Claims.** Upon confirmation, and at times consistent with the other provisions of this plan, the trustee will, from funds available after payment of priority and secured claims, pay pro-rata dividends to all creditors who have filed timely allowed unsecured claims.

8. **ASSUMPTION OR REJECTION OF UNEXPIRED LEASES AND/OR EXECUTORY CONTRACTS.**

The debtor hereby MOVES for the approval of the assumption or rejection (as applicable) of the following unexpired leases and/or executory contracts in accordance with 11 U.S.C. §365. For those lease(s) and/or contract(s) assumed below, the debtor asserts the total in default is as indicated and that the default shall be cured as set forth below, pursuant to 11 U.S.C. § 365(b).

Payments on any assumed lease(s) and/or contract(s) due after the filing of the bankruptcy petition shall be made directly by the debtor as set forth below, and not through the trustee. Payments curing defaults on any such assumed lease(s) and/or contract(s) shall be paid through the trustee. In regard to any lease(s) and/or contract(s) rejected by the debtor, unless the automatic stay has already been terminated by court order or applicable law, upon the entry of the order confirming this plan, the automatic stay shall be terminated as against the lease(s) and/or contract(s) rejected and the creditors and property involved.

| CREDITOR | COLLATERAL DESCRIPTION | REJECT OR ASSUME | TOTAL IN DEFAULT | DEFAULT PAYMENT PAID BY TRUSTEE | PAYMENT MADE DIRECTLY BY DEBTOR |
|----------|------------------------|------------------|------------------|---------------------------------|---------------------------------|
| | | | | | |

9. LIEN AVOIDANCE

The debtor hereby MOVES, pursuant to 11 U.S.C. §522(f)(1)(A) or (B), Fed. R. Bankr. P. 4003(d), and LBR 4003.2, to avoid the liens of the following creditors. Absent a timely written objection from the creditor, the order of confirmation will avoid its lien, and its claim will be treated under Section 7.2 of this plan.

10. VESTING OF PROPERTY OF THE ESTATE:

Subject only to the liens provided for in this plan and upon confirmation of this plan, all property of the estate: (Check One)

- Shall vest in the debtor; OR
 Shall not vest in the debtor.

DATED this _____ day of _____ 20__

DEBTOR

DEBTOR

ATTORNEY FOR THE DEBTOR(S)

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

IN RE:) Case No:
)
)
)
DEBTOR(S))

CHAPTER 13 PLAN

1. PAYMENTS

The Debtor or Debtors (hereinafter called "Debtor") submit to the Chapter 13 Trustee all projected disposable income to be received within the applicable commitment period of the Chapter 13 Plan (hereinafter called "Plan"). The total number of payments shall be _____, and in the amount of \$ _____. The pre-confirmation Plan payments to the Trustee must begin 30 days from the date of the filing of the Plan or the Order of Relief, whichever is earlier. The post-confirmation Plan payments to the Trustee will commence on the 20th of the first month after the Plan is confirmed. Upon post-confirmation dismissal of this Plan, all funds held by the Trustee shall be disbursed to Administrative Costs and Creditors.

Debtor elects a voluntary wage order _____

2. PRE-CONFIRMATION ADEQUATE PROTECTION PAYMENTS

The following pre-confirmation adequate protection payments on claims secured by personal property shall be paid by the Trustee to the below listed creditors. The Debtor proposing pre-confirmation payments will commence these payments to the Trustee within 30 days of the date this Plan was filed or the Order of Relief, whichever is earlier. Creditors must file a proof of claim to receive payment from the Trustee. Payments by the Trustee should commence to these Creditors within 30 days of the filing of the proof of claim. Upon a pre-confirmation dismissal, all adequate protection order payments held by the Trustee shall be disbursed to Creditors.

| Name of Creditor | Collateral Description | Payment |
|------------------|------------------------|---------|
| 1. | | \$ |
| 2. | | \$ |
| 3. | | \$ |

3. ADMINISTRATIVE COSTS

Trustee fees shall be collected from each payment disbursed by the Trustee, regardless of whether the disbursement is made before or after confirmation of the Debtor's Plan.

Chapter 13 Attorney fees may be included in a Chapter 13 Plan. Fees and costs requested for allowance are as follows:

| Total Fees & Costs Requested | Fees & Costs Received | Balance of Fees & Costs Due | Payment |
|------------------------------|-----------------------|-----------------------------|---------|
| \$ | \$ | \$ | \$ |

Fees and costs allowed shall be paid at a monthly rate not to exceed 10% of the balance of the above fees and costs remaining to be paid and will be paid concurrently with pre-confirmation adequate protection payments listed in Section 2 above and Secured Debt as listed in Section 4A below. Upon a pre-confirmation dismissal, all pre-confirmation attorney fees and costs payments held by the Trustee shall be disbursed to the attorney.

4. **SECURED DEBT**

Interest shall accrue on all secured debt from the date the petition is filed. Interest will be calculated at 10% per annum unless the Debtor specifies otherwise in this Plan. Secured Creditors will retain their liens until their allowed secured claims have been paid.

A) **Post-Confirmation Payments to Creditors Secured by Personal Property**

The Debtor seeks a determination that the value of the collateral is as set forth below. Failure to object to this listed amount shown may result in the Creditor’s secured claim being limited to the collateral value amount listed.

With respect to a debt for which Debtor has written “Yes” in the column “Surrender” and where the Creditor files a written objection to the treatment provided such debt, Debtor surrenders all interest in the collateral, and the debt shall be treated under Section 4B below.

| Name of Creditor | Collateral Description | Collateral Value | Secured Debt Amount | Interest Rate | Monthly Payment | Surrender Yes/No |
|------------------|------------------------|------------------|---------------------|---------------|-----------------|------------------|
| 1. | | \$ | \$ | % | \$ | |
| 2. | | \$ | \$ | % | \$ | |
| 3. | | \$ | \$ | % | \$ | |
| 4. | | \$ | \$ | % | \$ | |
| 5. | | \$ | \$ | % | \$ | |

B) **Surrender of Property**

The Debtor surrenders any interest in the following collateral. The Debtor waives the protection of the automatic stay and allows the affected Creditor to obtain possession and dispose of its collateral, without further Order of the Court. Any secured claim filed by the below Creditors will be deemed satisfied in full through surrender of the collateral. Any unsecured deficiency claim must be filed by the bar date for unsecured debts.

| Name of Creditor | Collateral to be surrendered |
|------------------|------------------------------|
| 1. | |
| 2. | |

C) **Post Petition Payments on Real Property Debt Paid by Debtor**

| Name of Creditor | Property Address | Monthly Payment Amount |
|------------------|------------------|------------------------|
| 1. | | \$ |
| 2. | | \$ |

D) **Pre-Petition Arrearages on Real Property Debt**

The Trustee shall pay arrearages and payment for the arrearages will begin after payment in full of the Attorney fees and costs listed in section 3 above.

| Name of Creditor | Property Address | Arrearage | Interest Rate | Arrearage Payment |
|------------------|------------------|-----------|---------------|-------------------|
| 1. | | \$ | % | \$ |
| 2. | | \$ | % | \$ |

5. **EXECUTORY CONTRACTS/LEASES**

A) The Debtor assumes the executory contract(s)/lease(s) referenced below and provides for the regular contract/lease payment(s), both pre-confirmation and post- confirmation, to be paid directly by the Debtor. Any pre-petition lease arrearage will be paid through this Plan after payment of arrearages listed in 4D above.

| Name of Creditor/Lessor | Property Address | Lease Arrearages as of Date of Filing | Arrearage Payment by Trustee | Regular # of Lease Payments Remaining as of Date of Filing | Lease Payment By Debtor |
|-------------------------|------------------|---------------------------------------|------------------------------|--|-------------------------|
| 1. | | \$ | \$ | | \$ |
| 2. | | \$ | \$ | | \$ |

B) The Debtor rejects the following executory contract/lease and surrenders any interest in property securing these executory contracts/leases. The Debtor waives the protection of the automatic stay and allows the affected Creditor to obtain possession and dispose of its collateral, without further Order of the Court. Any unsecured claim resulting from the rejection must be filed by the bar date for unsecured debts:

| Name of Creditor/Lessor | Identity of Executory Contract/Lease | Property Subject to Executory Contract/Lease |
|-------------------------|--------------------------------------|--|
| 1. | | |
| 2. | | |

6. **PRIORITY CLAIMS**

Trustee shall pay all unsecured priority claims listed in 6B below, prior to paying those unsecured priority claims listed in sections 6C, 6D, and 6E below, which will be paid prorata . The amount paid on these priority claims will be the amounts of the Creditors' allowed claims.

A) **Post Petition Domestic Support Obligations:**

- 1) ___ None.
- 2) The name(s), and address(es) of the holder of ANY domestic support obligation.

| Name | Address |
|------|---------|
| 1. | |
| 2. | |

- 3) The Debtor will pay all post-petition domestic support obligations directly to the holder of the claim and not through the Chapter 13 Plan.

B) **Pre-Petition Arrearages owed to Domestic Support Obligation Creditors:**

- 1) ___ None.
- 2) Name of holder of Domestic Support Obligation Arrearage Claim, arrears and monthly payment.

| Name of Holder | Arrearage Claim | Monthly Payment on Arrearage |
|----------------|-----------------|------------------------------|
| 1. | \$ | \$ |
| 2. | \$ | \$ |

C) **Pre-Petition Domestic Support Obligations assigned to or owed to a governmental unit:**

- 1) ___ None.
- 2) Name of Creditor, arrearage claim and payment provisions:

| Name of Creditor | Arrearage Claim | Provision for Payment |
|------------------|-----------------|-----------------------|
| 1. | \$ | |
| 2. | \$ | |

D) Priority Tax Claims:

| Name of Creditor | Address | Amount Due |
|------------------|---------|------------|
| 1. | | \$ |
| 2. | | \$ |

E) Other Priority Claims:

| Name of Creditor | Address | Amount Due |
|------------------|---------|------------|
| 1. | | \$ |

7. UNSECURED DEBTS TO BE PAID WITH INTEREST

A) The following debts shall be paid in full with interest from petition date.

| Name of Creditor | Address | Amount Due | Interest Rate |
|------------------|---------|------------|---------------|
| 1. | | \$ | % |
| 2. | | \$ | % |

8. OTHER UNSECURED DEBTS

Allowed unsecured claims in Sections 7 and this Section shall be paid prorata all remaining funds, after payment of the debts described above in Sections 2 through 6 above.

9. Trustee is to be provided, thru the commitment period of the Plan, with Debtors future Federal Tax Returns, beginning with the _____ tax year, by May 15th of the year following the year of the return. Trustee may request and Debtor must supply current income and expense information, on required Trustee forms, for each of the years that the tax returns are provided.

10. The Debtor elects to have property of the estate revert in the Debtor upon Plan confirmation. Once the property reverts, the Debtor may sell or refinance real or personal property, without further order of the Court, upon approval of the Chapter 13 Trustee.

11. The Debtor further proposes pursuant to 11 USC § 1322(b):

Dated: _____ (Debtor) _____ (Debtor)

I/We _____ am/are legal counsel for the above named Debtor and hereby certify that the foregoing Chapter 13 Plan is a verbatim replica of this N.D. Cal., San Francisco Division, Model Chapter 13 Plan (October 17, 2005), promulgated pursuant to B.L.R. 1007-1.

Attorney for Debtor

UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION

Debtor(s) _____
_____ Chapter 13 Plan

Case No. _____
_____ Amended Chapter 13 Plan

The projected disposable income of the debtor is submitted to the supervision and control of the trustee. The debtor shall pay the trustee by money order or cashier's check following the filing of this chapter 13 plan and the entry of a pre-confirmation order the sum of \$_____ for 36 months, or longer to a maximum of 60 months. Upon confirmation of the plan, the trustee shall make distribution on allowed claims as follows:

PRIORITY PAID IN PLAN: The trustee's percentage fee set by the U.S. Trustee AND

| | |
|------------------|-------------------|
| Name of Creditor | Estimated Payment |
| _____ | _____ |
| _____ | _____ |

ATTORNEYS FEES FIR DEBTOR'S COUNSEL PAID IN PLAN:

SECURED - PAID DIRECTLY BY DEBTOR OUTSIDE PLAN

| | |
|---------------------------|-------------------|
| Name of Creditor/Security | Estimated Payment |
| _____ | _____ |
| _____ | _____ |

SECURED - BALANCE PAID IN PLAN

| | | | |
|---------------------------|-------------|-----------|------------------|
| Name of Creditor/Security | Est. Amount | Int. Rate | Total to be Paid |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |

SECURED - PREPETITION ARREARAGE PAID IN PLAN

| | | | |
|---------------------------|----------------|-----------|------------------|
| Name of Creditor/Security | Est. Arrearage | Int. Rate | Total to be Paid |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |

SECURED - VALUATION OF SECURITY PAID IN PLAN

| | | | | |
|---------------------------|-----------------|-------|-----------|------------------|
| Name of Creditor/Security | *Ad. Prot. Pmt. | Value | Int. Rate | Total to be Paid |
| _____ | _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ | _____ |

***ADEQUATE PROTECTION PAYMENTS** made by the Debtor directly to the above secured creditor(s), as indicated, shall reduce pre-confirmation payments to the Trustee to \$_____.

SECURED - LIENS TO BE AVOIDED

| | |
|---------------------------|------------------|
| Name of Creditor/Security | Estimated Amount |
| _____ | _____ |
| _____ | _____ |

EXECUTORY CONTRACTS

| | |
|---------------------------|---------------|
| Name of Creditor/Security | Assume/Reject |
| _____ | _____ |
| _____ | _____ |

OTHER CREDITORS PAID IN FULL IN PLAN

| Name of Creditor/Description | Estimated Amount |
|------------------------------|------------------|
| | |
| | |

UNSECURED CREDITORS: Unsecured creditors with allowed claims shall receive a pro rata share of the balance of any funds remaining after payments to the above reference creditors or shall otherwise be paid pursuant to the provisions of a subsequent Order Confirming Plan. The estimated percentage dividend to unsecured creditors is ____%.

OTHER PROVISIONS:

1. Secured creditors, whether or not dealt with under the plan, shall retain the liens securing such claims;
2. Payments made to any creditor shall be the amount allowed in a proof of claim filed by the creditor or other amount as may be allowed by a specific order of the Bankruptcy Court.
3. Except as provided in this Plan or in the Order Confirming Plan, no attorney fees, interest, or late fees shall be paid.

Dated: _____

Debtor

Debtor

PLAN SUMMARY

| | |
|---|----------|
| Priority | \$ _____ |
| _____ | _____ |
| _____ | _____ |
| Secured | _____ |
| _____ | _____ |
| _____ | _____ |
| Other | _____ |
| _____ | _____ |
| _____ | _____ |
| Pro-rata distribution to unsecured – Est. % _____ | _____ |
| Trustee’s Fee – 5% | _____ |
| Total | \$ _____ |
| Plan payments _____ x 36-60 | \$ _____ |
| Pre-confirmation payments are | \$ _____ |