

Fill in this information to identify the case:

Debtor Name Bacone College

United States Bankruptcy Court for the Eastern District of Oklahoma

Case number: 24-80487

Small Business Chapter 11 (Subchapter V)

Check if this is an
Amended filing

Official Form 425A

Plan of Reorganization for Small Business Under Chapter 11

Bacone College's Plan of Reorganization, dated September 19, 2024.

Background for Cases Filed Under Subchapter V

A. Description and History of the Debtor's Business

1. Bacone College ("Debtor" or "College") is a non-profit institution whose mission is to educate Native American students within a nurturing Christian environment.
2. The Debtor's only major asset is real estate at 2299 Old Bacone Rd in Muskogee, Oklahoma (the "Campus").
3. In August 2020, Debtor and creditor MHEC, LLC ("MHEC") entered into an Energy Services Agreement in relation to labor, material and equipment for installation on several building on the Campus.
4. Debtor was unable to pay MHEC. On July 8, 2021, MHEC filed a mechanics and materialman's lien ("Mechanic's Lien") in the office of Muskogee County Land Records.
5. On September 15, 2021, MHEC filed its lawsuit against Debtor in Muskogee County District Court, Case No. CJ 2021-229, for the foreclosure of its Mechanic's Lien.
6. On June 21, 2024, Debtor filed this bankruptcy petition under Chapter 11 of the bankruptcy code.
7. On July 16, 2024, MHEC filed its *MHEC's CORRECTED MOTION TO CONVERT* (the "Motion") at Docket 38. MHEC requests the case be converted from a chapter 11 (subchapter V) to a chapter 7 case, under 11 USC §1112(b)(1). A hearing on MHEC's Motion to Convert is set for September 30, 2024.
8. At present, there are no students enrolled at the College. Plans are in place to regain academic accreditation and return students to campus.
9. Although it has experienced financial setbacks and needs the court's help to reorganize under the bankruptcy code, Debtor intends to fulfill its mission to

education Native American students within a nurturing Christian environment. Debtor intends to reorganize its Debts through this Plan of Reorganization (the "Plan").

10. Debtor has assets to liquidate in order to pay its creditors.

11. In addition to liquidating assets, Debtor expects to receive the following income:

- a. Knight Fund provides in excess of \$200,000 in unrestricted funds every February.
- b. Employee Retention Credit (ERC) of \$1,479,811.60 expected early 2025.
- c. Debtor projects net monthly financial income of approximately \$1,847.26/monthly

B. Liquidation Analysis

To confirm the Plan, the Court must find that all creditors and equity interest holders who do not accept the Plan will receive at least as much under the Plan as such claim and equity interest holders would receive in a chapter 7 liquidation. In a hypothetical liquidation, there would funds available for unsecured creditors, as described below. This plan pays more to unsecured creditors than would be distributed to unsecured creditors in a hypothetical liquidation. Therefore, it is in the best interest of all creditors according to 11 USC §1129(a)(7) that this chapter 11 plan be confirmed.

Asset	Value as of 9.19.24¹	Secured Claim/ Restricted Amount	Equity
Various Bank Accounts- value as date of filing on June 21, 2024	23,205.83		23,205.83
CV 2023 Retained Funds	67,584.52	67,584.52	0.00
Brown Law Firm Retainer	4,959.00	4,959	0.00
Accounts Receivable	1,170,732.00		1,170,732.00
Misc. Furniture, Vehicles, Fixtures and Equipment	unknown		0.00
Campus Real Estate	3,775,974.00	2,531,319.44	1,244,654.56
Mineral Interests	0.00		0.00
Insurance policies	0.00		0.00
Art Collection	Unknown	Restricted ²	0.00

¹ Value is given for purposes of liquidation analysis only.

² Sale is restricted while being inventoried. It is to be determined how much art can be sold and what the value would be.

Employee Retention Credit (ERC)	1,479,811.60		1,479,811.60
TOTALS	6,522,266.95	2,603,862.96	\$3,918,403.99

C. Ability to make future plan payments and operate without further reorganization.

The Debtor must also show that it will have enough cash over the life of the Plan to make the required Plan payments and operate its business. Debtor must contribute all of its disposable income, as required by 11 USC § 1191(c)(2).

Based on the last 2 full months while Debtor has been in bankruptcy, Debtor projects net

monthly financial income of approximately \$1,847.26/monthly.³

Month	Income	Expenses	Net
			-
Jun-24	3247.40	30413.21	27165.81
Jul-24	22417.26	18139.08	4278.18
Aug-24	42982.53	43566.20	-583.67
Average 2 months	32699.90	30852.64	1847.26

Also, Debtor expects to receive in excess of \$1,000,000 from Knight Fund over the course of the plan. Further, Debtor expects to receive and a one-time receipt of \$1,479,811.60 for ERC funds. Debtor commits to paying at least \$1,847.26 each month over 60 months, or at least a total of \$110,835.60, plus \$1,000,000 (Knight Fund) and \$1,479,811.60 (ERC) in funds, collectively totaling \$2,590,647.20 to unsecured creditors.

But because the best interests test of 11 USC §1129(a)(7) requires at least \$3,918,403.99 be paid to unsecured creditors based on the above liquidation analysis, Debtor will therefore commit to pay that amount to unsecured creditors, which will result in 100% payment to unsecured creditors.

The Debtor projects classes of creditors as follows:

<u>Class 1:</u> <u>Special</u> <u>Secured</u> ⁴	<u>Claim /Schedules</u>	<u>Impaired/Unimpaired</u>	<u>Secured</u>	<u>Interest Rate</u>	<u>Total</u>
MHEC, LLC	POC 22	Impaired	\$1,861,394.00	TBD	\$1,861,394.00 ⁵

<u>Class 2:</u> <u>Secured</u> ⁶	<u>Claim /Schedules</u>	<u>Impaired/Unimpaired</u>	<u>Secured</u>	<u>Interest Rate</u>	<u>Total to be Paid</u>
Tinker Federal Credit Union	POC 15		21,259.79	0%	21,259.79
American Baptist Home	POC 19		600,000.00	0%	600,000.00

³ June 2024 is excluded because it was a partial month and there were extraordinary expenses that are not representative of the monthly expense requirements of Debtor.

⁴ Debtor reserves the right to object to any of the filed claims before or after an order of confirmation.

⁵ Plus post-petition interest and fees to be determined later by court order.

⁶ Debtor reserves the right to object to any of the filed claims before or after an order of confirmation.

Mission Society					
College Tournaments Hawaii LLC	POC 20		35,246.12	0%	35,246.12
Oklahoma Tax Commission	Schedule D		12,447.14	3%	13,419.53
TOTAL					\$669,925.44

<u>Class 3:</u> <u>Priority</u> <u>Unsecured⁷</u>	<u>Claim /Schedules</u>	<u>Impaired/Unimpaired</u>	<u>Unsecured (Priority)</u>
Internal Revenue Service	POC 1	Impaired	\$188,137.38
Nicky Michael	POC 9	Impaired	11,400

<u>Class 4:</u> <u>Unsecured⁸</u>	<u>Claim /Schedules</u>	<u>Impaired/Unimpaired</u>	<u>Secured</u>	<u>Unsecured</u>
Internal Revenue Service	POC 1	Unimpaired		37,264.38
Ricoh-USA	POC 2	Unimpaired		1,744.46
A-1 Auto Repair	POC 3	Unimpaired		736.34
Thesis America	POC 4	Unimpaired		139,177.41 ⁹
Jason Seney	POC 5	Unimpaired		25,000.00
United of Omaha Life Insurance Company	POC 6	Unimpaired		286.74
Phillips	POC 7	Unimpaired		3785.40 ¹⁰

⁷ Debtor reserves the right to object to any of the filed claims before or after an order of confirmation.

⁸ Debtor reserves the right to object to any of the filed claims before or after an order of confirmation.

⁹ Thesis America filed a judgment lien in Muskogee County referencing Muskogee County CJ 2023-181 but filed its claim as unsecured. Upon confirmation of this Plan, Thesis America shall, within 10 days thereafter, release its Judgment Lien filed of record in Muskogee County Land Records.

¹⁰ Since claim amount at POC 7 is identified as 'unknown', the amount of \$3,785.40 to be allowed as referenced in

Family Catering LLC				
BiggSmitty LLC	POC 8 (filed 7.25.24 and supplemented 8.5.24)	Unimpaired		252,437.00
OG&E	POC 10	Unimpaired		184,765.75
BSN Sports, LLC	POC 11	Unimpaired		40,113.11
Wells Fargo Vendor Financial Services LLC	POC 12	Unimpaired		22,043.92
Discount Tires	POC 13	Unimpaired		480.31
Alliance Funding Group	POC 14	Unimpaired		149,487.97
Stewart 360	POC 15	Unimpaired		58,938.00
BSN Sports, LLC	POC 17	Unimpaired		33,346.84
ERC Expert Group LP	POC 18	Unimpaired		503,337.00
American Baptist Home Mission Society	POC 19	Unimpaired		197,034.00
Pipestem Law	POC 21	Unimpaired		539,697.50
AAdvantage Laundry Systems	Schedule F	Unimpaired		3,480.00
Aceco Rentals & Sales, Inc.	Schedule F	Unimpaired		394.00
ACME-Reese Air Conditioning	Schedule F	Unimpaired		1,386.90
AlumniSync	Schedule F	Unimpaired		1,400.00
Amanda Seney	Schedule F	Unimpaired		1,500.00
American Document	Schedule F	Unimpaired		80.00

the invoice attached at POC 7, Attachment 1.

Shredding, LLC				
Arctic Sales & Leasing	Schedule F	Unimpaired		5,640.00
AT&T	Schedule F	Unimpaired		1,670.29
AT&T	Schedule F	Unimpaired		32,349.58
AT&T	Schedule F	Unimpaired		5,094.48
Balackbaud	Schedule F	Unimpaired		11,145.17
Beam Insurance Administrators, LLC	Schedule F	Unimpaired		2,316.09
Bethany College	Schedule F	Unimpaired		500.00
C&C Cooling	Schedule F	Unimpaired		1,200.00
Cards Waste Management and Recycling	Schedule F	Unimpaired		25,496.16
City of Muskogee	Schedule F	Unimpaired		55,184.16
Community Care HMO, Inc	Schedule F	Unimpaired		15,649.22
Corectec	Schedule F	Unimpaired		400.00
DMI Restoration Inc.	Schedule F	Unimpaired		10,000.00
Ecolab Inc.	Schedule F	Unimpaired		84,616.76
Elsevier Inc	Schedule F	Unimpaired		64.00
eMobileCampus	Schedule F	Unimpaired		18,282.00
Endex, Inc., of	Schedule F	Unimpaired		1,243.56

Tulsa				
FA Solutions LLC	Schedule F	Unimpaired		60,955.26
Federal Student Aid	Schedule F	Unimpaired		24,000.00
FA Solutions LLC	Schedule F	Unimpaired		60,955.26
Firststar Bank	Schedule F	Unimpaired		73,000.00
FleetCor Technologies, Inc.	Schedule F	Unimpaired		4,250.51
G4 SSL Bat Testing Solutions, LLC	Schedule F	Unimpaired		3,330.76
GE Money Bank/ Amazon	Schedule F	Unimpaired		232.08
Guard Tronic	Schedule F	Unimpaired		2,797.00
Herff Jones	Schedule F	Unimpaired		258.61
Huntington LLC	Schedule F	Unimpaired		203.02
J2 Global Canada	Schedule F	Unimpaired		454.20
Johnstone Supply	Schedule F	Unimpaired		352.50
Kanati Strategies, LLC	Schedule F	Unimpaired		6,000.00
Kone Inc.	Schedule F	Unimpaired		4,853.44
Laundauer, Inc	Schedule F	Unimpaired		1,270.55
Lexipol Services	Schedule F	Unimpaired		1,087.68
Liberty Mutual Insurance	Schedule F	Unimpaired		82,446.00

Locke Supply Co.	Schedule F	Unimpaired		5,712.74
Marvin's Mowers and Outdoor LLC	Schedule F	Unimpaired		249.57
Mayes Auto Repair	Schedule F	Unimpaired		960.02
MBS Direct LLC	Schedule F	Unimpaired		57,247.27
McIntosh Service LLC	Schedule F	Unimpaired		2,567.81
MedPro Waste Disposal	Schedule F	Unimpaired		425.16
Muskogee Chamber of Commerce	Schedule F	Unimpaired		472.00
Muskogee City County Enhanced 911 Trust Authority	Schedule F	Unimpaired		2,175.20
Muskogee Emergency Management	Schedule F	Unimpaired		772.88
Muskogee Golf Club	Schedule F	Unimpaired		4,570.09
NAIA	Schedule F	Unimpaired		375.00
National Bus Sales	Schedule F	Unimpaired		16,548.70
Oak Hall Industries	Schedule F	Unimpaired		5,292.88
Ohio Security Insurance	Schedule F	Unimpaired		82,446.00

Company				
Oil Express	Schedule F	Unimpaired		153.85
Okie Flow Fitness	Schedule F	Unimpaired		5,000.00
Oklahoma Employment Security Commission	Schedule F	Unimpaired		21,586.14
Oklahoma Labor Law	Schedule F	Unimpaired		99.50
Oklahoma Natural Gas	Schedule F	Unimpaired		90,884.01
OneNet	Schedule F	Unimpaired		8,899.92
Optimum	Schedule F	Unimpaired		92,131.65
O'Reilly Automotive	Schedule F	Unimpaired		1,145.21
Parchment LLC	Schedule F	Unimpaired		2,019.06
Phil Givens Co	Schedule F	Unimpaired		52,700.00
PikePass Customer Service Center	Schedule F	Unimpaired		13.50
Pitney Bowes	Schedule F	Unimpaired		1,114.26
Pitney Bowes Inc.	Schedule F	Unimpaired		126.16
Posey County Treasurer	Schedule F	Unimpaired		16.50
PrestoSports, LLC	Schedule F	Unimpaired		13,111.80
Restaurant Technologies,	Schedule F	Unimpaired		721.02

Inc.				
Scrip-Safe Security Products	Schedule F	Unimpaired		535.43
Southern Labware	Schedule F	Unimpaired		415.65
TaskStream by Watermark	Schedule F	Unimpaired		33,000.00
Thomas Howard	Schedule F	Unimpaired		6,119.14
Trajecsys Corporation	Schedule F	Unimpaired		750.00
United Keetoowah Band Corp	Schedule F	Unimpaired		170,332.00
USDA	Schedule F	Unimpaired		5,000.00
Vision Service Plan	Schedule F	Unimpaired		837.92
West Termite and Pest Control	Schedule F	Unimpaired		200.00
Wright International Student Services	Schedule F	Unimpaired		1,490.00
TOTAL				\$3,340,470.60

<u>Administrative</u>	<u>Total</u>
Steven Moriarty, Subchapter V Trustee	Subchapter V Trustee Fees Upon Court Order to Be Paid as Funds are Available and as soon as possible pursuant to 11 USC § 1191(e)
Ron D. Brown, Attorney for Debtor	Attorney Fees Upon Court Order to Be Paid as Funds are Available and as soon as possible pursuant to 11 USC § 1191(e)

This is a hybrid reorganization/liquidation plan.

Income

The Debtor's financial projections show that the Debtor will have projected disposable income (as defined by § 1191(d) of the Bankruptcy Code) for the 60 month period described in §1191(c)(2) of approximately \$110,835.60. Debtor will pay \$110,835.60 from income available over the life of the plan.

Asset Liquidation

In addition, Debtor will liquidate assets to pay its creditors.

Class 1. Debtor will sell buildings/real estate at auction or by private sale, subject to court approval, in order to pay Class 1 Creditor. Debtor will pay all net proceeds from sale of buildings/real estate¹¹ real on or before January 15, 2025. After application of those net sales proceeds, Debtor will pay any remaining sums due to Class 1 Creditor within 15 days of receipt of Employee Retention Credit (ERC).

Class 2: Debtor will sell buildings/real estate and other assets at auction or by private sale, which shall be implemented in such a way as to provide maximum revenue for Debtor, and subject to court approval, in order to pay Class 2 Creditors in full on or before 60 months after the date of the Order for Relief.

Class 3: Debtor will pay Priority Unsecured Creditors in 5 equal installments of 20% each beginning June 21, 2025 and each year thereafter on June 21.

The final Plan payment is 60 months after the date of the Order for Relief.

Upon confirmation, Debtor will be authorized to make payment the first business day following the date that is 14 days after the entry of the confirmation order.

You should consult with your accountant or other financial advisor if you have any questions pertaining to these projections.

¹¹ Debtor anticipates Bacone College Development Authority will sell its real estate also and apply proceeds to Class 1 Creditor.

Article 1: Summary

This Plan of Reorganization (the *Plan*) under chapter 11 of the Bankruptcy Code (the *Code*) proposes to pay creditors of Bacone College 's (the *Debtor*) from future consulting income and liquidation of assets. This Plan provides for:

- 1 classes of priority claims;
- 2 classes of secured claims;
- 1 classes of unsecured
non-priority claims
- 1 class of administrative claims.

This Plan also provides for the payment of administrative claims. There are no equity security holders. Creditors should refer to Articles 3 through 6 of this Plan for information regarding the precise treatment of their claim.

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 2: Classification of Claims and Interests

2.01 Class 1	Special Secured Claim
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2.02 Class 2	Secured Creditors Class
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2.03 Class 3	Priority Unsecured Claims
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2.04 Class 4	Unsecured Claims
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Article 3: Treatment of Administrative Expense Claims, Priority Tax Claims, and Court Fees

3.01 Unclassified claims	Under section § 1123(a)(1), administrative expense claims are not in a named class.
3.02 Administrative expense claims	Each holder of an administrative expense claim allowed under § 503 of the Code will be paid in full pursuant to the terms as outlined in Section C above.
3.03 Priority tax claims	Class 3.
3.04 Statutory fees	All fees required to be paid under 28 U.S.C. § 1930 that are owed on or before the effective date of this Plan have been paid or will be paid on the effective date.
3.05 Prospective quarterly fees	No fees are due under 28 U.S.C. § 1930(a)(6) or (a)(7).

Article 4: Treatment of Claims and Interests Under the Plan

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

Class	Impairment	Treatment
Class 1 – Special Secured Class	<input type="checkbox"/> Impaired	<p>Class 1 is impaired by this Plan. Class 1 includes the claim of MHEC, LLC (Proof of Claim 22) and will be paid as follows and also pursuant to Section C above.</p> <p>Debtor will sell buildings/real estate at auction or by private sale, subject to court approval, in order to pay Class 1 Creditor. Debtor will pay all net proceeds from sale of buildings/real estate¹² real on or before January 15, 2025. After application of those net sales proceeds, Debtor will pay any remaining sums due to Class 1 Creditor within 15 days of receipt of Employee Retention Credit (ERC).</p> <p>MHEC, LLC will retain the lien on the property</p>

¹² Debtor anticipates Bacone College Development Authority will also sell real estate the proceeds of which will be applied to payment to Class 1 Creditor.

		securing such claim until the earlier of (a) payment of the underlying debt determined under non-bankruptcy law or (b) payment of Class 1 in this section at which time the lien will immediately terminate and be released by the creditor (no later than 30 days after payment).
Class 2 – Secured Creditors	<input type="checkbox"/> Impaired	Debtor will sell buildings/real estate and other assets at auction or by private sale, which shall be implemented in such a way as to provide maximum revenue for Debtor, and subject to court approval, in order to pay Class 2 Creditors in full on or before 60 months after the date of the Order for Relief.
Class 3 – Priority Claims	<input type="checkbox"/> Impaired	Debtor will pay Class 3 Priority Unsecured Creditors in 5 equal installments of 20% each beginning June 21, 2025 and each year thereafter on June 21.
Class 4 - Unsecured Claims	<input type="checkbox"/> Unimpaired	Class 4 creditors will be paid proportionately from the pool of unsecured creditors, which include the creditors who timely filed unsecured claims, creditors who appear on Schedule F of Debtor's bankruptcy schedules and claimants who filed secured claim and also unsecured claims which is in part relegated to unsecured status. Class 4 nonpriority unsecured claims will be paid from funds remaining <u>after</u> all disbursements have been made to all other creditors provided for in this Plan (including administrative claims) on a <i>pro rata</i> basis. Projected payback to Class 4 claimants is <u>100%</u> .

Article 5: Allowance and Disallowance of Claims

5.01 Disputed claim	<p>A <i>disputed claim</i> is a claim that has not been allowed or disallowed by a final non-appealable order, and as to which either:</p> <p>(i) a proof of claim has been filed or deemed filed, and the Debtor or another party in interest has filed an objection; or</p> <p>(ii) no proof of claim has been filed, and the Debtor has scheduled such claim as disputed contingent, or unliquidated; these creditors who have not filed claims will not be paid.</p>
5.02 Delay of distribution on a disputed claim (not applicable in this case)	No distribution will be made on account of a disputed claim unless such claim is allowed by a final non-appealable order.

5.03 Settlement of disputed claims

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

Article 6: Provisions for Executory Contracts and Unexpired Leases

6.01 Assumed executory
contracts and unexpired
leases

(a) The Debtor assumes, and if applicable assigns, the following executory contracts and unexpired leases as of the effective date:

none

(b) Except for executory contracts and unexpired leases that have been assumed, and if applicable assigned, before the effective date or under section 6.01(a) of this Plan, or that are the subject of a pending motion to assume, and if applicable assign, the Debtor will be conclusively deemed to have rejected all executory contracts and unexpired leases as of the effective date.

Article 7: Means for Implementation of the Plan

The plan will be implemented as required under § 1123(a)(5) of the Code with the Debtor:

- Retaining all property of the estate.
 - The payment of secured claims.
 - The payment of unsecured claims, including priority claims.
 - Debtor will make all payments directly. They will not be made by the Subchapter V Trustee.
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Article 8: General Provisions

8.01 Definitions and rules of construction	The definitions and rules of construction set forth in §§ 101 and 102 of the Code shall apply when terms defined or construed in the Code are used in this Plan.
8.02 Effective date	The effective date of this Plan is the first business day following the date that is 14 days after the entry of the confirmation order. If, however, a stay of the confirmation order is in effect on that date, the effective date will be the first business day after the date on which the stay expires or is otherwise terminated.
8.03 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.
8.04 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.
8.05 Captions	The headings contained in this Plan are for convenience of reference only and do not affect the meaning or interpretation of this Plan.
8.06 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 Oklahoma govern this Plan and any agreements, documents, and instruments executed in connection with this Plan, except as otherwise provided in this Plan.
8.07 Corporate governance	Debtor is prohibited from the issuance of additional equity or securities. Dr. Leslie Hannah, President, and Josh Johns, Board Member, shall continue to be Debtor's managers and serve without compensation; they shall be responsible as the disbursing agent to make all plan payments and to carry out the duties of 11 USC §1142.
8.08 Default Remedies	<p>Intentional Liquidation of Assets. If needed to prevent default, or if needed to cure default, Debtor is authorized to liquidate nonexempt, non-secured assets to protect the holders of claims or interests in the event that the payments are not made. In the event of the liquidation of a secured asset, all liens related to the asset being liquidated must be paid in full at the time of liquidation. Debtor may thereafter use the net proceeds from the sale of the asset in a manner the Debtor believes will best allow it to meet its obligations under the plan.</p> <p>In the event Debtor does not pay 100% to all class creditors during the course of the plan, Debtor will not be entitled to a discharge as contemplated under Article 9 of the plan.</p>

Article 9: Discharge

If the Debtor's Plan is confirmed under § 1191(a), on the effective date of the Plan, the Debtor will be discharged from any debt that arose before confirmation of this Plan, to the extent specified in § 1141(d)(1)(A) of the Code, except that the Debtor will not be discharged of any debt:

- (i) imposed by this Plan; or
- (ii) to the extent provided in § 1141(d)(6).

If the Debtor's Plan is confirmed under § 1191 (b), 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 due within the first 3 years of this Plan, or as otherwise provided in § 1192 of the Code. The Debtor will not be discharged from any debt:

- (i) on which the last payment is due after the first 3 years of the plan, or as otherwise provided in § 1192; or
- (ii) excepted from discharge under § 523(a) of the Code, except as provided in Rule 4007(c) of the Federal Rules of Bankruptcy Procedure.

Respectfully submitted,

/s/ Ron Brown
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