

UNITED STATES BANKRUPTCY COURT  
EASTERN DISTRICT OF NEW YORK

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In Re: Chapter 11  
333-345 Green LLC, Case No. 113-40085-ESS  
Debtor.

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DISCLOSURE STATEMENT

333-345 Green LLC (“333 Green” or the “Debtor”), Debtor and Debtor-in-Possession hereby respectfully submits this Disclosure Statement (“Disclosure Statement”) to all creditors and parties in interest pursuant to Section 1125 of Title 11, United States Code (“Bankruptcy Code”), in order to disclose information important and necessary for a reasonably informed decision for each party in interest respecting their right to vote on, or otherwise participate in, confirmation proceedings concerning the Debtor’s Plan of Reorganization dated March \_\_, 2013 (the “Plan”), filed with the United States Bankruptcy Court for the Eastern District of New York. (A copy of the Plan is attached to this Disclosure Statement as Exhibit “A,” and the terms and definitions contained in the Plan are incorporated herein by reference.)

**THE VOTING DEADLINE TO ACCEPT OR REJECT THE PLAN IS 4:00 P.M. ON APRIL \_\_, 2013 UNLESS THE DEBTOR EXTENDS THE VOTING DEADLINE. TO BE COUNTED, THE VOTING AND CLAIMS AGENT MUST ACTUALLY RECEIVE YOUR BALLOT ON OR BEFORE THE VOTING DEADLINE.**

The purpose of this Disclosure Statement is to set forth sufficient information regarding (i) the history of the Debtor and in its business, (ii) the filing of the Chapter 11 case, (iii) the Plan and the alternatives to the Plan, (iv) the claims of claimants and to assist them in

making an informed decision with respect to the Plan, and (v) to assist the Court in making an informed decision as to whether the Plan complies with the requirements of the Bankruptcy Code.

Information contained in this Disclosure Statement summarizes the Plan and should not be relied upon for any other purpose other than to determine how to vote on the Plan. Parties in interest are urged to read the Plan carefully, and are further urged to consult with counsel in order to understand the Plan fully. The Plan, if confirmed, is a legally binding document.

THE DISCLOSURE STATEMENT HAS BEEN PREPARED PURSUANT TO SECTION 1125 OF THE BANKRUPTCY CODE AND RULE 3016(B) OF THE FEDERAL RULES OF BANKRUPTCY PROCEDURE AND IS NOT NECESSARILY IN ACCORDANCE WITH FEDERAL OR STATE SECURITIES LAWS OR OTHER SIMILAR LAWS.

NO STATEMENTS, INFORMATION OR REPRESENTATIONS CONCERNING THE DEBTOR (PARTICULARLY AS TO ITS FUTURE BUSINESS OPERATIONS, PROFITS OR FINANCIAL CONDITIONS), ARE AUTHORIZED BY THE DEBTOR OTHER THAN AS SET FORTH IN THIS DISCLOSURE STATEMENT. ANY REPRESENTATIONS OR INDUCEMENTS MADE TO SECURE YOUR ACCEPTANCE WHICH ARE OTHER THAN AS CONTAINED IN THIS DISCLOSURE STATEMENT SHOULD NOT BE RELIED UPON BY YOU IN ARRIVING AT YOUR DECISION AND SUCH ADDITIONAL REPRESENTATIONS AND INDUCEMENTS SHOULD BE REPORTED TO COUNSEL FOR THE DEBTOR WHO IN TURN SHALL DELIVER SUCH INFORMATION TO THE BANKRUPTCY COURT FOR SUCH ACTION AS THE COURT MAY DEEM APPROPRIATE. THE INFORMATION CONTAINED HEREIN HAS NOT BEEN SUBJECT TO A CERTIFIED AUDIT. EXCEPT WHERE OTHERWISE SPECIFICALLY NOTED, THIS DISCLOSURE STATEMENT WAS COMPILED FROM INFORMATION OBTAINED FROM THE BOOKS AND RECORDS OF THE DEBTOR MAINTAINED IN ACCORDANCE WITH

GENERALLY ACCEPTED ACCOUNTING PRINCIPLES AND GREAT EFFORT WAS MADE TO INSURE ITS ACCURACY.

THE ADEQUACY OF THIS DISCLOSURE STATEMENT WILL BE SUBJECT TO A HEARING IN THE BANKRUPTCY COURT ON \_\_\_\_\_, 2013. PURSUANT TO SECTION 1125 OF THE BANKRUPTCY CODE, THE BANKRUPTCY COURT HAS CONDITIONALLY DETERMINED THAT THE INFORMATION CONTAINED HEREIN IS OF THE KIND, AND SUFFICIENTLY DETAILED, TO ENABLE A HYPOTHETICAL, REASONABLE TYPICAL INVESTOR TO MAKE AN INFORMED JUDGMENT WHETHER TO VOTE TO ACCEPT OR REJECT THE PLAN. HOWEVER, THE BANKRUPTCY COURT'S DETERMINATION ON THE ADEQUACY OF THIS DISCLOSURE STATEMENT SHOULD NOT BE CONSTRUED AS APPROVAL OR ENDORSEMENT AS TO THE FAIRNESS OR MERITS OF THE PLAN BY THE BANKRUPTCY COURT.

THE DISCLOSURE STATEMENT MAY CONTAIN "FORWARD-LOOKING STATEMENTS" WITHIN THE MEANING OF THE PRIVATE SECURITIES LITIGATION REFORM ACT OF 1995. SUCH STATEMENTS CONSIST OF ANY STATEMENT OTHER THAN A RECITATION OF HISTORICAL FACT AND CAN BE IDENTIFIED BY THE USE OF FORWARD-LOOKING TERMINOLOGY SUCH AS "MAY," "EXPECT," "ANTICIPATE," "ESTIMATE" OR "CONTINUE" OR THE NEGATIVE THEREOF OR OTHER VARIATIONS THEREON OR COMPARABLE TERMINOLOGY. THE READER IS CAUTIONED THAT ALL FORWARD-LOOKING STATEMENTS ARE NECESSARILY SPECULATIVE AND THERE ARE CERTAIN RISKS AND UNCERTAINTIES THAT COULD CAUSE ACTUAL EVENTS OR RESULTS TO DIFFER MATERIALLY FROM THOSE REFERRED TO IN SUCH FORWARD-LOOKING STATEMENTS. THE DISTRIBUTION PROJECTIONS AND OTHER INFORMATION CONTAINED HEREIN AND ATTACHED HERETO ARE ESTIMATES ONLY, AND THE TIMING AND AMOUNT OF ACTUAL DISTRIBUTIONS TO HOLDERS OF ALLOWED CLAIMS MAY BE AFFECTED BY MANY FACTORS THAT CANNOT BE PREDICTED. THEREFORE, ANY ANALYSES, ESTIMATES OR RECOVERY PROJECTIONS MAY OR MAY NOT TURN OUT TO BE ACCURATE. DUE TO THESE UNCERTAINTIES, READERS CANNOT BE ASSURED THAT ANY FORWARD-

LOOKING STATEMENTS WILL PROVE TO BE CORRECT. NEITHER THE DEBTOR NOR THE DEBTOR IS UNDER AN OBLIGATION TO (AND EXPRESSLY DISCLAIM ANY OBLIGATION TO) UPDATE OR ALTER ANY FORWARD-LOOKING STATEMENTS WHETHER AS A RESULT OF NEW INFORMATION, FUTURE EVENTS, OR OTHERWISE, UNLESS INSTRUCTED TO DO SO BY THE BANKRUPTCY COURT.

NO LEGAL OR TAX ADVICE IS PROVIDED TO YOU BY THE DISCLOSURE STATEMENT. EACH HOLDER OF A CLAIM OR AN INTEREST IS URGED TO CONSULT WITH ITS OWN ADVISORS WITH RESPECT TO ANY LEGAL, FINANCIAL, SECURITIES, TAX OR BUSINESS ADVICE IN REVIEWING THE DISCLOSURE STATEMENT, THE PLAN AND EACH OF THE PROPOSED TRANSACTIONS CONTEMPLATED THEREBY. FURTHERMORE, THE BANKRUPTCY COURT'S APPROVAL OF THE ADEQUACY OF DISCLOSURE CONTAINED IN THE DISCLOSURE STATEMENT DOES NOT CONSTITUTE THE BANKRUPTCY COURT'S APPROVAL OF THE MERITS OF THE PLAN.

IT IS THE DEBTOR'S POSITION THAT THE DISCLOSURE STATEMENT DOES NOT CONSTITUTE, AND MAY NOT BE CONSTRUED AS, AN ADMISSION OF FACT, LIABILITY, STIPULATION OR WAIVER. RATHER, HOLDERS OF CLAIMS AND INTERESTS AND OTHER ENTITIES SHOULD CONSTRUE THE DISCLOSURE STATEMENT AS A STATEMENT MADE IN SETTLEMENT NEGOTIATIONS RELATED TO CONTESTED MATTERS, ADVERSARY PROCEEDINGS AND OTHER PENDING OR THREATENED LITIGATION OR ACTIONS.

THE DISCLOSURE STATEMENT CONTAINS, AMONG OTHER THINGS, SUMMARIES OF THE PLAN, CERTAIN STATUTORY PROVISIONS, CERTAIN EVENTS IN THE DEBTOR'S' CHAPTER 11 CASE AND CERTAIN DOCUMENTS RELATED TO THE PLAN THAT ARE ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE. ALTHOUGH THE DEBTOR BELIEVES THAT THESE SUMMARIES ARE FAIR AND ACCURATE, THESE SUMMARIES ARE QUALIFIED IN THEIR ENTIRETY TO THE EXTENT THAT THE SUMMARIES DO NOT SET FORTH THE ENTIRE TEXT OF SUCH DOCUMENTS OR STATUTORY PROVISIONS OR EVERY

DETAIL OF SUCH EVENTS. IN THE EVENT OF ANY INCONSISTENCY OR DISCREPANCY BETWEEN A DESCRIPTION IN THE DISCLOSURE STATEMENT AND THE TERMS AND PROVISIONS OF THE PLAN OR ANY OTHER DOCUMENTS INCORPORATED HEREIN BY REFERENCE, THE PLAN OR SUCH OTHER DOCUMENTS WILL GOVERN FOR ALL PURPOSES.

ALL CAPITALIZED TERMS IN THE DISCLOSURE STATEMENT NOT OTHERWISE DEFINED HEREIN HAVE THE MEANINGS GIVEN TO THEM IN THE PLAN, ATTACHED TO THE DISCLOSURE STATEMENT AS EXHIBIT A.

Claimants in classes 1, 3 and 4 are impaired. Only claimants in Classes 1 and 3 are entitled to vote on the Plan.

**ALL HOLDERS OF CLAIMS WHOSE VOTES ARE BEING SOLICITED ARE URGED TO ACCEPT THE PLAN. THE DEBTOR BELIEVES THAT THE PLAN PROVIDES THE HIGHEST AND BEST RECOVERY FOR THE DEBTOR'S CREDITORS**

Except as described below, the Plan may be confirmed only if accepted by each impaired class of claimants entitled to vote thereon. The Bankruptcy Code defines "acceptance" as acceptance by holders of a majority in number and two-thirds (2/3) of the total dollar amount of the claims in each class actually voting in the class. Any voting class of claimants that fails to accept the Plan will be deemed to have rejected the Plan.

Annexed hereto and accompanying this Disclosure Statement are copies of the following:

- i. The Plan (Exhibit "A");

- ii. An income statement reflecting results of operations from 1/8/13 through 2/28/13 (Exhibit “B”);
- iii. A Balance Sheet of the Debtor as of 2/28/13 (Exhibit “C”);
- iv. A Liquidation Analysis of the Debtor as of 2/28/13, including comments respecting preferences and fraudulent conveyances (Exhibit “D”); and
- v. The Settlement Agreement between the Debtor and Team Greene 333 LLC (Exhibit “E”).

The financial information contained in this Disclosure Statement and its annexed Schedules were prepared by the Debtor from the Debtor’s books and records. All efforts have been made to assure that the information contained is accurate.

The Bankruptcy Court will set a date by which the ballots for the acceptance or rejection of the Plan are required to be submitted in writing by the holders of all classes of claims that are impaired under the Plan. Creditors may vote on the Plan by completing and mailing the ballot to Weinberg, Gross & Pergament LLP, 400 Garden City Plaza, Suite 403, Garden City, New York 11530, (516) 877-2424, Attention: Marc A. Pergament, Esq.

1. Explanation of Chapter 11

Chapter 11 is the principal reorganization chapter of the Bankruptcy Code. Under Chapter 11, a debtor seeks to reorganize its business and financial affairs. A debtor may also liquidate its assets and wind up its affairs in Chapter 11.

On January 8, 2013 (“Petition Date”), the Debtor filed a voluntary petition for relief under Chapter 11 of the Bankruptcy Code. From the Petition date through this date, the Debtor operated its business and managed its affairs as a debtor-in-possession under Sections 1107 and 1108 of the Bankruptcy Code. These sections of the Bankruptcy Code permit existing management of a Chapter 11 debtor to continue to operate as a debtor within the structure of Chapter 11.

2. Formulation and Confirmation of a Plan of Reorganization

The formulation and confirmation of a plan of reorganization is the principal purpose of a Chapter 11 case. A Plan sets forth the means of satisfying or discharging the holders of claims against and interests in a Chapter 11 Debtor. Chapter 11 does not require that each holder of a claim against the Debtor vote in favor of a Plan in order for a Bankruptcy Court to approve a Plan. If any class of claimants is impaired by a Plan, the Plan must be accepted by at least one “impaired” class of claims. A claim that will not be repaid in full or as to which legal rights are altered, or an interest that is adversely affected, is deemed impaired. The holder of an impaired claim or interest is entitled to vote to accept or reject a claim if the claim or interest has been allowed under Section 502 of the Bankruptcy Code, or temporarily allowed for voting purposes under Rule 3018 of the Federal Rules of Bankruptcy Procedure (“Bankruptcy Rules”). Acceptance by a class must be by a majority in number and two-thirds of the dollar amounts of the total claims or interest actually voting in the class.

Under the Debtor’s Plan, the general unsecured creditors are receiving in the aggregate each holder’s pro rata share of the net excess of the Team Greene Administrative Funding after satisfaction of the Chapter 11 Administrative Claims. The general unsecured

creditors have the right to reject the Plan, and if the Debtor attempts a “cram down,” under In re Coltex, the Debtor’s shareholders would be required to provide new value to the Debtor in order to retain their interest. The new value must be necessary for an effective reorganization, “substantial,” monies or monies worth (not future labor, good will, etc.) and reasonably equivalent to the value of the property to be retained. Upon consideration of these factors, the Court will decide whether to:

- (a) deny confirmation of the Plan;
- (b) permit the Debtor to submit a new plan;
- (c) order the liquidation of the Debtor; or
- (d) order the sale of the ownership interest in the Debtor.

3. Overview

The following is a brief overview of (a) the Debtor’s business and its history, (b) the events leading to the filing of Chapter 11; and (c) the Debtor’s relationship with its secured and unsecured creditors.

(a) Debtor’s Business and Its History.

In or about 2007, the Debtor was formed as a limited liability company for the purpose of the purchase and development of an apartment project in Brooklyn, New York. The Debtor’s only asset is the Property, located at 333 Green Avenue, Brooklyn, New York, known as Block 1953, Lot 49, Borough of Brooklyn, County of Kings, City and State of New York.

The Debtor is a borrower under a series of loans and notes, as well as a series of mortgages, that the Debtor executed and delivered encumbering the Property. Team Greene is



the owner and record holder of the existing first mortgage and related loan documents with the Debtor.

The Property remains unfinished and the Debtor values the Property at \$16,000,000.

(b) Foreclosure Action

On September 30, 2009, the Debtor's loans matured and the Debtor defaulted, failing to pay the lender the principal and all outstanding accrued and unpaid interest thereon that matured and become due and payable in full.

After making a written demand, on March 16, 2010, the lender filed a verified complaint and commenced a foreclosure proceeding in the Supreme Court for the State of New York (Kings County).

On January 17, 2012, the State Court granted summary judgment in favor of the lender, predecessor to Team Greene. On October 23, 2012, a Judgment of Foreclosure and Sale was signed by the Honorable Carolyn E. Demarest, which judgment was entered on November 8, 2012. Pursuant to the Foreclosure Judgment, it was determined that the Debtor owed Team Greene the sum of \$23,463,193.90 as of July 25, 2012, plus interest in the amount of \$5,071.19 per diem after July 25, 2012.

After entry of the Foreclosure Judgment, the foreclosure sale was duly noticed and scheduled for January 10, 2013. Prior to the foreclosure sale, the Debtor filed the Chapter 11 Case and the foreclosure sale was automatically stayed by operation of section 362 of the Bankruptcy Code.

4. Relevant Case Background.

Following the filing of its Bankruptcy Petition, the Debtor has continued in the operation and management of its business.

As a Debtor-in-Possession, from January 8, 2013 through February 28, 2013, the Debtor has not generated any funds, but has incurred the expenses of maintaining and preserving its real property located at 333-345 Green Avenue, Brooklyn, New York (the “Real Property”).

(a) Lift Stay Motion

On January 16, 2013 Team Greene filed a motion (the “Lift Stay Motion”) for entry of an order (i) granting relief from the automatic stay pursuant to section 362(d) of title 11 of the United States Code to exercise its contractual and legal remedies against 333-345 Green LLC or, in the alternative, (ii) dismissing the Debtor’s chapter 11 case because of the Debtor’s bad faith filing of the instant chapter 11 proceeding.

After the filing of the Lift Stay Motion, the parties engaged in arms’-length negotiations in an effort to resolve the Lift Stay Motion and the Foreclosure Judgment.

On February 27, 2013, as a result of negotiations between the parties, Team Greene and the Debtor then entered into a Settlement Agreement (Exhibit E) for the transfer of the Property upon confirmation of the Plan. Under the Settlement Agreement, following the confirmation of the Plan and the Transfer of the Property, Team Greene 333 LLC shall (i) pay \$200,000.00 to the Debtor for administrative expenses, with the net excess to be distributed among holders of Class 3 Claims, (ii) fund up to \$1,000,000.00 to satisfy any and all obligations of the Debtor due and owing for all governmental and municipal charges, including, but not limited to, all real property taxes and sums owed to the New York City Environmental Control Board, whether or not such

obligations were accrued pre-petition or post-petition, and (iii) enter into a contract with Blyss Consulting Group Inc. under which Team Greene will remit payment to Blyss Consulting Group Inc., in the sum of \$700,000.00, which amount shall be paid into escrow to Debtor's counsel and shall be payable in twelve monthly installments to Blyss Consulting Group, Inc., for provision of consulting services and assistance to the Team Greene with respect to completion of the construction and related work at the Property. Upon the Transfer of the Property and the related documentation to Team Greene, the mortgage and note shall be cancelled to satisfy Team Greene's Secured Claim.

The Debtor's members and their family are not and were not members of Team Greene 333 LLC.

(b) Settlement Agreement

The Settlement Agreement provides for Team Greene to release the Debtor's members, Joseph Tyranuer and Martin Daskal from the personal guarantee that they signed for the benefit of Team Greene 333 LLC's assignor. It also provides for the Debtor to release all and any claims of the Debtor and the guarantors that may exist against Team Greene 333 LLC and its officers and directors. Team Greene agrees to support the Plan, subject to reserving all of its rights, claims and interests with respect to its claims and to withdraw its support if the Plan is not confirmed by the Bankruptcy Court upon the terms set forth in the Settlement Agreement and herein.

The motion seeking approval of the Settlement Agreement is scheduled to be heard by the Bankruptcy Court on March 14, 2013.

The transfer of the Real Property by the Debtor to Team Greene 333 LLC shall occur following confirmation of the Plan and the transfer shall be exempt from New York State and New York City Transfer Taxes as provided by § 1146 of the Bankruptcy Code.

Thus, upon confirmation of the Plan, the Team Greene Secured Claim (Class 1) and the New York City Department of Finance (Class 2) will be satisfied and the Team Green Administrative Funding shall be used pay Allowed Administrative Claims, with any net excess to be distributed pro-rata to Class 3 Allowed General Unsecured Claims.. Team Greene has agreed to waive a distribution on its general unsecured claim but retains its right to vote as a Class 3 claimant.

(c) Valuation

As set forth in the Debtor's schedules and statements, the Debtor values the Property at \$16,000,000.

(d) Mechanics' Lien Claims

The Debtor reserves the right to assert that the mechanics lienors have no valid claims (the "Mechanic Lien Claims") against the Debtor. Mechanic Lien Claims are treated as General Unsecured Claims under the Plan. The Debtor reserves its rights to challenge the validity, priority and amount of the Mechanic Lien Claims and, as applicable, may seek to disallow such claims.

5. Post Confirmation Operation of the Debtor.

Following confirmation of the plan and upon the transfer of the Property to Team Greene, the Debtor will cease to operate.

a) Insider Transactions.

Since the filing of the Petition, there have been no loan transactions between the Debtor and any insider.

6. Preference and Other Claims Under 11 U.S.C. Sections 544(b), 547, 548, 549 and 550 as Assets of the Estate.

After a review of the Debtor's books and records by the Debtor, pursuant to Section 547 of the Bankruptcy Code, there were no preferential payments within ninety (90) days of the commencement of this case greater than Five Thousand Dollars and 00/100 (\$5,000.00) except for payments made contemporaneously for new value or in the ordinary course of business or as noted below.

Further, the Debtor did not uncover any claims against insiders or other entities under 11 U.S.C. §§544(b), 547, 548, 549 and 550, or applicable state law.

7. Summary of the Plan

The following is a summary of certain provisions of the Plan. It is not a complete restatement of the Plan and it is qualified in its entirety by the provisions of the Plan. Because the Plan deals with legal concepts and incorporates the provisions and requirements of the Bankruptcy Code, you may wish to consult with your attorney in making a decision regarding your vote with respect to the Plan.

**Summary of Classification and Treatment of Claims and Equity Interests**

<u>Class</u>	<u>Designation</u>	<u>Impaired</u>	<u>Entitled to Vote</u>
Class 1	Team Greene Secured Claim	Yes	Yes
Class 2	Priority Claims	No	No
Class 3	General Unsecured Claims	Yes	Yes
Class 4	Equity Interests	Yes	No (deemed to reject)

a) Classification of Claims and Interests

A claim is in a particular class only to the extent that the claim qualifies within the description of that class and is in a different class to the extent that the remainder of the claim qualifies within the description of the different class.

All allowed Chapter 11 administrative claims will be paid in cash, in full, in such amounts as are incurred in the ordinary course of business by the Debtor or in such amounts as such administrative claims (such as professionals) are allowed by the Court:

- (1) On the Effective Date; or
- (2) Upon such terms as may exist due to the ordinary course of business of the Debtor; or
- (3) As may be agreed to by the claimants and the Debtor; or
- (4) As may be ordered by the Court.

The Debtor's counsel, Weinberg, Gross & Pergament LLP will seek the sum of approximately Thirty Five Thousand and 00/100 (\$35,000.00) Dollars for representation of the Debtor.

There are no other administrative claims other than accrued but not due quarterly fees to the Office of the United States Trustee and expenses that are being paid in the normal course of the Debtor's business. These fees will continue to be incurred until the Bankruptcy Court's entry of a Final Decree.

i. Class 1. (Team Greene 333 LLC). Class 1 consists of the Team Greene Secured Claim which shall be satisfied upon Confirmation of the Plan by the transfer of the Property from the Debtor to Team Greene, free and clear of all liens, claims and

encumbrances. The Team Greene Unsecured Deficiency Claim shall be deemed a Class 3 Claim. The transfer of the Property to Team Greene and any mortgage obtained by Team Green shall be exempt from New York State and New York City transfer and mortgage recording taxes as provided in § 1146 of the Bankruptcy Code.

ii. Class 2. (New York City Department of Finance). Class 2 consists of the Priority Tax Claim of the New York City Department of Finance in the sum of approximately \$565,000.00, which will be paid in full from the Team Greene Priority Claim Funding upon transfer of the Debtor's Property to Team Greene following Confirmation of the Plan.

iii. Class 3. (General Unsecured Claims). Class 3 consists of all Allowed General Unsecured Claims, including claims arising from the rejection of executory contracts and unexpired leases. Each claimant, including those disputed, with the amounts claimed are set forth in Exhibit "E." The Mechanic Lien Claims are Class 3 claimants. The Debtor may object or seek the disallowance of the Mechanic Lien Claims. Each holder of an Allowed General Unsecured Claims shall receive such holder's pro-rata share of the net excess of the Team Greene Administrative Funding after satisfaction of Chapter 11 Administrative Claims.

iv. Class 4. (Equity Interests). Class 4 will consist of the interests of Joseph Tyrnauer and Martin Daskal and the members of 333 Green whose present stock interest will be cancelled and extinguished on the Effective Date.

Claimants in classes 1 and 3 may elect to reject the Plan. This may result in: (a) a cramdown; (b) the filing of an amended plan by the proponent which may treat such creditors

better, or worse; or (c) may call for a liquidation of the debtor. Creditors may also be able to offer their own plan. New plans are subject to a new vote. Since that may result in a liquidation of the debtor, creditors should carefully review this Disclosure Statement in order to determine how to vote in their best interest.

In the event that any impaired Class of Claims with Claims against the Debtor's estate shall fail to accept the Plan in accordance with Section 1129(a) of the Bankruptcy Code, the Debtor will request that the Court confirm the Plan in accordance with Section 1129(b) of the Bankruptcy Code which provides for "cram down."

8. Implementation of the Plan and Provisions Concerning Distributions

The Plan is to be implemented in a manner consistent with Section 1123 of the Bankruptcy Code.

(a) Transfer of the Property.

The Confirmation Order shall constitute an order of the Bankruptcy Court authorizing and directing the Debtor, without the need for any approval by the Debtor's members, to transfer the Property to Team Greene. **The Effective Date of the Plan shall be expressly subject to the transfer of title to the Property to Team Greene.**

The Confirmation Order shall authorize the Debtor to:

- (i) convey title of the Property within three days of entry of the Confirmation Order to Team Greene pursuant to sections, 363(f), 1123(a)(5)(B), and 1141(a) and (c) of the Bankruptcy Code, free and clear of all Liens, Claims, Encumbrances or interests; and
- (ii) pay all amounts required to Creditors, as applicable, in accordance with the terms of this Plan.



Upon transfer of the Property to Team Greene, Team Greene shall enter into a contract with Blyss Consulting Group Inc. under which Team Greene will remit payment to Blyss Consulting Group Inc., in the sum of \$700,000.00, which amount shall be paid into escrow to Debtor's counsel and shall be payable in twelve monthly installments to Blyss Consulting Group, Inc., for provision of consulting services and assistance to Team Greene with respect to completion of the construction and related work at the Property.

(b) Plan Funding.

All cash necessary to make payments required pursuant to this Plan to holders of Allowed Claims will be obtained from cash on hand, the Team Greene Administrative Funding and, with respect to governmental and municipal claims only, the Team Green Priority Claim Funding.

(c) Time of Distributions Under the Plan.

Payments and distributions to be made by the Debtor on the Effective Date pursuant to the Plan shall be made on such date, except as otherwise provided for in the Plan, or as may be ordered by the Court.

(d) Payment Dates.

Whenever any payment or distribution to be made under the Plan shall be due on a day other than a Business Day, such payment or distribution shall instead be made, without interest, on the next Business Day.

(e) Manner of Payments Under the Plan.

Payments to be made by the Debtor pursuant to the Plan shall be made in cash, by check drawn on a domestic bank or by wire transfer from a domestic bank.

(f) Fractional Cents.

Any other provision of the Plan to the contrary notwithstanding, no payments of fractions of cents will be made. Whenever any payment of a fraction of a cent would otherwise be called for, the actual payment shall reflect a rounding of such fraction to the nearest whole cent (up or down).

(g) Unclaimed Cash.

Except as otherwise provided herein, in the event any Entity fails to claim any cash within six (6) months from the date such cash is distributed, such Entity shall forfeit all rights thereto, and to any and all future payments, and thereafter the Claim for which such cash was distributed shall be treated as a Disallowed Claim with such unclaimed cash redistributed to those holders of Allowed Claims having previously received and cashed a distribution. In this regard, distributions to Claimants entitled thereto shall be sent to their last known address set forth on a proof of claim filed with the Court or, if no proof of claim is filed, on the schedules filed by the Debtor, or to such other address as may be designated by a Claimant in accordance with the Plan. In the event a distribution is returned as undeliverable, or if a distribution shall not be cashed for at least three (3) months, the Debtor shall make reasonable efforts to locate such Claimant.

(h) Disputed Payments or Distributions.

In the event of any dispute between and among Claimants (including the Entity or Entities asserting the right to receive the disputed payment or distribution) as to the right of any Entity to receive or retain any payment or distribution to be made to such Entity under the Plan, the Debtor may, in lieu of making such payment or distribution to such Entity, make it instead

into an interest bearing Escrow Account or to a disbursing agent, for payment or distribution as ordered by a court of competent jurisdiction or as the interested parties to such dispute may otherwise agree among themselves.

9. Voting and Confirmation Procedures.

In order for a Plan to be confirmed, various statutory conditions must be satisfied, including (i) acceptance of a Plan by at least one impaired class entitled to vote on the Plan (ii) provision for payment of distribution to each claimant of money and/or property of equal value to what the claimant would have received in a Chapter 7 liquidation; and (iii) a finding by a Court that it is feasible.

a) Procedure for filing proofs of claim.

The Plan provides that claims will be paid by the Debtor only if evidenced by a timely proof of claim that is allowed by the Court pursuant to Section 502 of the Bankruptcy Code or found to be undisputed or otherwise listed in the Debtor's schedules as undisputed, non-contingent and liquidated.

b) Who May Vote.

Under the Bankruptcy Code, pursuant to Sections 502(a) and 1126(a), a claimant is entitled to vote on a Plan of Reorganization or file an objection only if either (i) its claim has been scheduled by a Debtor and is not scheduled as disputed, contingent or liquidated, or (ii) has filed the proof of claim on or before the last date set by Court.

A claimant's vote may be disregarded if the Court determines that the claimant's acceptance or rejection of a Plan was not solicited or procured in accordance with the provisions of the Bankruptcy Code.

Only holders of claims and interests that are impaired under a Plan are entitled to vote on acceptance or rejection of the Plan. Generally, Section 1124 of the Bankruptcy Code provides that a class of claims or interests is considered impaired unless a Plan does not alter the legal, equitable and contractual rights of the holder of each claim or interest in the Class.

In this case, claimants in Classes 1 and 3 are entitled to vote and their votes will be solicited.

c) Voting Procedures.

The Debtor is seeking the acceptance of holders of claims in classes 1 and 3. A ballot will be sent with this Disclosure Statement. Each holder of an allowed claim in classes 1 and 3 may vote on the Plan by then completing, dating and signing the ballot and filing the ballot as set forth below.

i) Solicitation Period.

In order to be counted, a ballot must be received no later than the date set by the Court.

Allowed claim holders' ballots must be received on or prior to \_\_\_\_\_, 2013. Said ballots shall be sent to the following address: Weinberg, Gross & Pergament LLP, 400 Garden City Plaza, Garden City, New York 11530, Attention: Marc A. Pergament, Esq.

ii) A ballot will be enclosed for each holder of claims eligible to vote on the Plan which will serve as a ballot for indicating acceptance or rejection of the Plan pursuant to the requirements of Sections 502 and 1126 of the Bankruptcy Code and Bankruptcy Rule 3018(c). If you did not receive a ballot with this Disclosure Statement, you are not eligible to vote on the

Plan. If you have any questions concerning voting procedures, contact Marc A. Pergament, Esq. at (516) 877-2424.

iii) Contested Claims.

The Debtor will not object to any claims except the claims of Avex Concrete Pumping Corp., Big Stuff Carting Corp., Build Well General Contracting, Builders Assistance Corp., Daley Construction of America LLC, Falco Electrical Services Inc., Hanson Ind, Headquarter Mechanical, Inc., Hertz Rental Equipment Corp., Kings Building Material LLC, Kings Ready Mix, Inc., Moseson & Associates Corp, NYC Door Inc., Pucuda Inc., R Klich Window & Door Systems, Rent A Unit Inc., Rockledge Scaffolding Corp., Samuel Feldman Lumber Co Inc., Supreme Flooring, The BAC Group, Inc., Tri State Brick & Stone of NY Inc, Tri State Lumber and United Rentals NA.

d) Confirmation of the Plan.

Under the Bankruptcy Code, the following steps must be taken to confirm the Plan:

i) Confirmation hearing.

Section 1128 of the Bankruptcy Code requires the Court after notice, to hold a hearing on the confirmation of a Plan. The Court scheduled \_\_\_\_\_, 2013 as the date for the confirmation hearing for this case. The hearing on confirmation of the Plan will be conducted at the United States Bankruptcy Court for the Eastern District of New York, 271 Cadman Plaza East, Brooklyn, New York. Section 1128(b) of the Bankruptcy Code provides that any party in interest may object to the confirmation of the Plan, regardless of whether it is entitled to vote.

ii) Objections to Confirmation.

Pursuant to court order, a party in interest may serve written objections to the confirmation of the Plan and file said written objection with the Clerk of the Bankruptcy Court, 271 Cadman Plaza East, Brooklyn, New York 11201 and serve a copy both upon counsel for the Debtor and the Office of the United States Trustee located at 271 Cadman Plaza East, Brooklyn, New York 11201.

Objections to confirmation of the Plan are made pursuant to Bankruptcy Rule 3020(b) and are governed by Bankruptcy Rule 9014 and as set forth in the Order conditionally approving this Disclosure Statement. UNLESS AN OBJECTION TO CONFIRMATION SHALL BE FILED AND SERVED IN A TIMELY MANNER, IT MAY NOT BE CONSIDERED BY THE COURT.

iii) Requirements for the Confirmation of the Plan.

At the confirmation hearing, the Court will determine whether the requirements of Section 1129 of the Bankruptcy Code have been satisfied, in which event the Court will enter an order confirming the Plan. The requirements include:

(1) Best Interest Test. With respect to each impaired class of claims, each holder of an allowed claim in the class has either accepted the Plan or receives under a Plan, property of a value, as of the effective date, that is not less than the amount the holder would receive if the Debtor was liquidated under Chapter 7 of the Bankruptcy Code.

To determine if a Plan is in the best interest of each class, the probable results of a Chapter 7 liquidation must be compared with a result proposed under the Plan. Annexed as Exhibit "D" to this Disclosure Statement is a liquidation analysis of the Debtor

as of February 28, 2013 which establishes that claimants are receiving, under the Plan, property of value, as of the effective date, greater than the amount the holders would receive if the Debtor was liquidated under Chapter 7 of the Bankruptcy Code.

(2) Feasibility of the Plan. In order for a Plan to be confirmed, a Court must determine that a further reorganization or subsequent liquidation of Debtor is not likely to result following confirmation of a Plan.

(3) Acceptance or Rejection by Impaired Classes. Section 1129(a) of the Bankruptcy Code generally requires that each impaired class must accept the Plan by the requisite votes for confirmation to occur. A class of impaired claims will have accepted a Plan if, of the holders in the class actually voting, at least two-thirds in dollar amount and more than one-half in number of allowed claims, cast an affirmative vote. The vote of any person can be disqualified pursuant to Section 1126(e) of the Bankruptcy Code.

(4) Conclusion. The Debtor believes the Plan satisfies all statutory requirements of Chapter 11 of the Bankruptcy Code, including the “feasibility” requirement.

#### 10. Provisions Concerning Discharge and Property

(a) Discharge of All Claims and Equity Interests.

Except as otherwise provided in the Plan, the rights afforded in the Plan shall be in exchange for and in complete satisfaction and release of all Claims or Interests of any nature whatsoever, including any interest accrued thereon from and after January 8, 2013, against the Debtor or the Debtor-in-Possession or any of its assets or properties; and except as otherwise provided herein, upon the Confirmation Date, all such Claims against the Debtor or Debtor-in-Possession shall be satisfied and released in full; and all Claimants shall be precluded from

asserting against the Debtor or its assets or properties, any other or further claim based upon any act or omission, transaction other activity of any kind or nature that occurred prior to the Confirmation Date.

(b) Vesting of Property

Except as otherwise provided by the Plan, upon the Confirmation Date, title to all assets and Property dealt with by the Plan shall pass to Team Greene free and clear of all Liens, Claims and Encumbrances in accordance with Sections 363(f), 1123(a)(5)(B), and 1141 of the Bankruptcy Code.

11. Releases and Termination

(a) Debtor Releases.

**On the Effective Date, assuming required payments shall been made, all Claims against the Debtor based upon guarantees of collection, payment or performance, indemnity bonds or obligations, performance bonds, contingent liabilities arising out of the assignment of leases or contract obligations, or other similar undertakings made or given by the Debtor prior to January 8, 2013, as to the obligations or performance by the Debtor shall be discharged, released and of no further force and effect.**

(b) Team Greene Releases.

**On the Effective Date, the Debtor shall be deemed to forever release Team Greene (the “Team Greene Release”) and its predecessors in interest, officers, directors, shareholders, employees, affiliated entities, attorneys and agents of each of the foregoing, and their respective successors and assigns (the “Team Greene Released Parties”) from any claims, counterclaims, demands, actions, causes of actions, suits, debts, costs, dues, sums of**



**money, accounts, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, executions, expenses and liabilities whatsoever, known or unknown, at law or in equity, irrespective of whether such claims arise out of contract, tort, violation of laws or regulations or otherwise, which the Debtor ever had, now has or hereafter can, shall or may have against the Team Greene Released Parties, and such Team Greene Release shall be binding upon the Debtor.**

(c) Certain Terminations.

On the Confirmation Date, all instruments evidencing indebtedness of the Debtor impaired by the Plan shall be deemed canceled, unless this Plan provides for the retention of liens.

12. Tax Consequences.

The Debtor has not researched the Federal Income Tax consequences of the Plan for holders of claims and interest based upon the Internal Revenue Code of 1954, as amended, the Treasury Regulations promulgated thereunder, traditional authority, and current administrative rules and practice. The Debtor has not requested a ruling from the Internal Revenue Service with respect to these matters. Accordingly, no assurance can be given to the interpretation by the Internal Revenue Service. Further, the Federal Income Tax consequences to any particular claimant or interest holder may be affected by matters not discussed herein. There also may be state, local or foreign tax considerations applicable to each claimant or holder of an interest. EACH CLAIMANT AND HOLDER OF AN INTEREST IS URGED TO CONSULT HIS OWN TAX ADVISOR AS TO THE CONSEQUENCES OF THE PLAN UNDER FEDERAL AND APPLICABLE STATE, LOCAL AND FOREIGN TAX LAWS.

13. Alternatives to the Plan.

The Debtor believes that the Plan affords holders of claims and interests the potential for the greatest realization of value for their claims and interests that is feasible under the circumstances.

The Debtor has considered alternatives to the Plan, including the liquidation of its assets and the closing of its business. A liquidation under Chapter 7 of the Bankruptcy Code would not maximize the return to claimants as being afforded by the Plan. Accordingly, the Debtor believes that this alternative does not afford a greater potential for the realization of value in the Estate's assets as does the Plan.

Rights if Plan Not Confirmed.

If Confirmation of the Plan does not occur, the Plan shall be deemed null and void, and in such event, nothing contained herein shall be deemed to constitute a waiver or release of any Claims by or against the Debtor or any other Entity or to prejudice in any manner the rights of the Debtor or any Entity in any further proceedings involving the Debtor.

14. Rejection and Assumption of Executory Contracts

(a) Any pre-petition executory contract or unexpired lease of the Debtor not expressly assumed by the Debtor, or which is not the subject of a pending application to assume on the Confirmation Date, shall be deemed rejected and of no further force and effect of any nature whatsoever.

(b) Any Entity whose Claim arises from rejection of an executory contract or unexpired lease shall, to the extent such Claim becomes an Allowed Claim, have the rights of a Class 3 Claimant with respect thereto.

(c) Any Entity who has a claim against the Debtor by virtue of the operation of Section 10.01 of the Plan may file a proof of claim with the Clerk of the Court and serve a copy of same upon the Debtor and Debtor's counsel, in accordance with the notice provisions of Section 15.02 of the Plan, within thirty (30) days following service upon such Entity of notice of entry of the Confirmation Order or order authorizing such rejection, whichever is later. If such Claim shall not be filed within the specified time, it shall be forever barred from assertion against the Debtor or its assets and property.

(d) Any claim filed in accordance with the provisions of Section 10.03 of the Plan shall be treated as a Disputed Class 3 Claim until the period of time has elapsed within which the Debtor may file an objection to such Claim.

15. Procedures for Resolving Disputed Claims

(a) Time Limit for Objections to Claims.

Objections to Claims shall be filed by the Debtor with the Court and served upon each holder of each of the Claims to which objections are made, not later than sixty (60) days subsequent to the Confirmation Date or within such other time period as may be fixed by the Court.

(b) Resolution of Disputed Claims.

Unless otherwise ordered by the Court, the Debtor shall litigate to judgment, settle or withdraw objections to Disputed Claims, in its sole discretion, without notice to any party in interest.

(c). Payments.

Payments and distributions to each holder of a Disputed Claim that ultimately becomes an Allowed Claim shall be made in accordance with the provisions of the Plan with respect to the Class of Creditors to which the respective holder of an Allowed Claim belongs unless otherwise ordered by the Court. Such payments and distributions shall be made as soon as practicable after the date that the Court entered a Final Order allowing such Claim. Payments made in accordance with this Article shall not include the interest on the amount of such payment from the date on which the holder of the Allowed Claim would have been entitled to receive payment if its Claim had not been a Disputed Claim. Payments shall be made as and when a Disputed Claim has become, in whole or in part, an Allowed Claim or a Disallowed Claim, pursuant to a Final Order or agreement between the Debtor and such Claimant.

16. Retention of Jurisdiction

The Court shall retain jurisdiction of these proceedings following the Confirmation Date for the following purposes:

- i. to hear and determine any objections to the allowance of Claims;
- ii. to determine any and all applications for compensation for Professional Persons and similar fees;
- iii. to determine any and all pending applications for the rejection or assumption of executory contracts or for the rejection or assumption and assignment, as the case may be, of executory contracts to which the Debtor is a party or with respect to which it may be liable, and to hear and determine, and if need be, to liquidate, any and all Claims arising therefrom;
- iv. to determine any and all applications, adversary proceedings, and contested or litigated matters properly before the Court and pending on the Confirmation Date;

v. to modify the Plan pursuant to Section 1127 of the Bankruptcy Code or to remedy any defect or omission or reconcile any inconsistency in the Confirmation Order to the extent authorized by the Bankruptcy Code;

vi. to hear and determine all controversies, suits and disputes, if any, as may arise in connection with the interpretation or enforcement or implementation of the Plan;

vii. to hear and determine all controversies, suits and disputes, if any, as may arise with regard to orders of this Court in the Chapter 11 Case entered on or before the Confirmation Date;

viii. to adjudicate all controversies concerning the classification of any Claim or Shareholder Interest;

ix. to liquidate damages in connection with any disputed, contingent or unliquidated Claims;

x. to adjudicate all Claims to a security or ownership interest in any property of the Debtor or in any proceeds thereof;

xi. to adjudicate all Claims or controversies arising out of any purchases, sales or contracts made or undertaken by the Debtor during the pendency of the Chapter 11 Case;

xii. to recover all assets and properties of the Debtor wherever located, including the prosecution and adjudication of all causes of action available to the Debtor as of the Confirmation Date;

xiii. to determine all questions and disputes regarding recovery of and entitlement to the Debtor's assets and determine all Claims and disputes between the Debtor and any other Entity, whether or not subject to an action pending as of the Confirmation Date;

xiv. to enter any order, including injunctions, necessary to enforce the title, rights and powers of the Debtor and to impose such limitations, restrictions, terms and conditions on such title, rights and powers as the Court may deem necessary or appropriate;

xv. to enter an order of consummation concluding and terminating the Chapter 11 Case; and

xvi. to make such orders as shall be necessary or appropriate to carry out the provisions of the Plan, including but not limited to orders interpreting, clarifying or enforcing the provisions thereof.

17. Events of Default

The occurrence of any of the following shall constitute a default by the Debtor under the Plan:

i. The failure of the Debtor to make any payment when due under the Plan, which failure shall have been uncured for a period of five (5) business days after the Debtor's receipt of written notice thereof unless such payment has been extended in accordance with the provisions of the Plan; and

ii. The failure of the Debtor to comply with any of the covenants contained in the Plan, except for default in payment as provided in paragraph 14.01.1 of the Plan, which failure shall remain uncured for a period of five (5) business days after the Debtor has received written

18. General Provisions

(a) Modification of the Plan

The Debtor reserves the right, in accordance with Section 1127 of the Bankruptcy Code, to amend or modify the Plan before or after the Confirmation Date.

(b) Notices

All notices, requests, elections or demands in connection with the Plan, including any change of address of any Claimant for the purposes of receiving distribution under the Plan and forfeiting same pursuant to Section 7.06 of the Plan, shall be in writing and shall be deemed to have been given when received or, if mailed, five days after the date of mailing provided such writing shall have been sent by registered or certified mail, postage prepaid, return receipt requested, and (a) if sent to the Debtor, addressed to:

333-345 Green LLC  
1274 49th Street, Ste 212  
Brooklyn, New York 11219  
Attn: Mr. Joseph Tyranuer

with copy to:

Weinberg, Gross & Pergament LLP  
400 Garden City Plaza, Suite 403  
Garden City, New York 11530  
Attn: Marc A. Pergament, Esq.

All notices and requests to Claimants of any Class shall be sent to them at their last known address. The Debtor, and any Claimant of any Class, may designate in writing any other address for purposes of this Section 15.02, which designation shall be effective upon receipt.

(c) Headings.

The headings used in the Plan are inserted for convenience only and neither constitute a portion of the Plan nor in any manner affect the provisions of the Plan.

(d) Severability.

Should any provision in the Plan be determined to be unenforceable, such determination shall in no way limit or affect the enforceability and operative effect of any and all other provisions of the Plan.

(e) Governing Law.

Except to the extent that the Bankruptcy Code is applicable, the rights and obligations arising under the Plan shall be governed by, and construed and enforced in accordance with, the internal laws of the State of New York.

(f) Successors and Assigns.

The rights and obligations of any Entity named or referred to in the Plan shall be binding upon and shall inure to the benefit of, the successors and assigns of such Entity.

(f) Section 1146 Exemption

Pursuant to section 1146(a) of the Bankruptcy Code, under this Plan, (i) the issuance, distribution, transfer or exchange of any debt, equity security or other interest in the Debtor; (ii) the creation, modification, consolidation or recording of any mortgage, deed of trust, or other security interest, or the securing of additional indebtedness by such or other means; by Team Greene (iii) the making, delivery or recording of any deed or other instrument of transfer under, in furtherance of or in connection with, this Plan, including any deeds, bills of sale, assignments or other instrument of transfer executed in connection with any transaction arising out of, contemplated by or in any way related to this Plan or the Sale shall not be subject to any transfer tax, document recording tax, mortgage recording tax, stamp tax or similar government assessment, and the appropriate state or local government official or agent shall forego the



collection of any such tax or government assessment and accept for filing and recording any of the foregoing instruments or other documents without the payment of any such tax or government assessment, including without limitation the New York City Real Property Transfer Tax and New York State Documentary Tax and mortgage recording tax.

All subsequent transfers or delivery of any instrument by the Debtor and/or Team Green, as applicable, in the Chapter 11 Case shall be deemed to be or have been done in furtherance of this Plan. Simultaneously with the transfer of the Property to Team Greene, Team Greene may obtain mortgage financing to, inter alia, complete construction of the Property, which financing shall be deemed obtained under the Plan and exempt from mortgage recording tax under section 1146(a).

(g) Reservation of Rights.

Nothing contained herein shall prohibit the Debtor from prosecuting or defending any of its rights as may exist on its own behalf.

(h) Disbursing Agent.

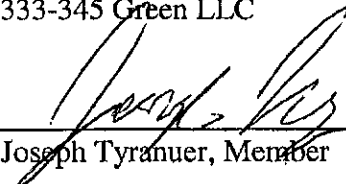
The funds to be disbursed under the Plan shall be from a separate disbursement account to be maintained by the Debtor's counsel.

THE DEBTOR BELIEVES THAT CONFIRMATION AND IMPLEMENTATION OF THE PLAN IS PREFERABLE TO ANY OF THE ALTERNATIVES EXPLORED BECAUSE IT WILL PROVIDE A GREATER RECOVERY TO ALL HOLDERS OF CLAIMS AND INTERESTS THAN THOSE AVAILABLE IF THE PLAN IS NOT CONFIRMED. IN ADDITION, OTHER ALTERNATIVES WOULD INVOLVE SIGNIFICANT DELAY, UNCERTAINTY AND SUBSTANTIAL ADDITIONAL COSTS OF ADMINISTRATION WITH NO CERTAINTY OF A BETTER RESULT. ACCORDINGLY, THE DEBTOR WILL URGE YOU TO VOTE IN FAVOR OF THE PLAN.

Dated: Brooklyn, New York  
March 4, 2013

333-345 Green LLC

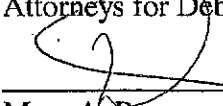
By:

  
Joseph Tyranner, Member

Dated: Garden City, New York  
March 4, 2013

Weinberg, Gross & Pergament LLP  
Attorneys for Debtor

By:

  
Marc A. Pergament  
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