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IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF WYOMING

In re:)
) Case No. 13-21179
Campus Habitat 15, LLC) Chapter 11
)
Debtor.)

DISCLOSURE STATEMENT

The debtor, Campus Habitat 15, LLC (“Campus 15”) provides this disclosure statement to all of its known creditors and interest holders in connection with its chapter 11 plan.

Purpose of Disclosure Statement. Pursuant to Section 1125 of the Bankruptcy Code (11 U.S.C. §1125) the debtor submits a disclosure statement to its creditors, interest holders, and other parties in interest with adequate information so they will be able to make an informed judgment about the acceptability of the plan. The disclosure statement should contain sufficient information that would allow a hypothetical reasonable investor typical of the holders of claims and interests in the classes impaired under the plan to make an informed judgment to accept or reject the plan.

Background of the Debtor. Campus 15 is a Wyoming Limited Liability Company. Titan, LLC is the 99% owner of Campus 15. Titan, LLC is owned by Maximus Yaney. The debtor was formed in 2008. The debtor was established to operate a student housing complex in Laramie, Wyoming.

Campus 15 filed a voluntary Chapter 11 petition on December 29, 2013. The debtor owns a 120 unit-420 room student housing complex that is located approximately four blocks from the University of Wyoming. Photographs and information about the housing complex from the debtor's website are attached as Exhibit "A."

The debtor has not had the housing complex recently appraised but has conferred with a real estate broker. The debtor scheduled the housing complex for a value of \$14,000,000 on its Schedule "A." The property is subject to a mortgage held by Duetsche Bank Trust Company of the Americas, as Trustee for the Registered Holders of Wells Fargo Commercial Mortgage Securities, Inc., Commercial Mortgage Pass-Through Certificates, Series 2011-C3 (hereinafter "Well Fargo") in the approximate amount of \$12,890,075.52. The Wells Fargo loan was obtained on or about February 19, 2011. The chapter 11 petition was filed just prior to a December 30, 2013 hearing in the Second Judicial District Court to consider Wells Fargo's motion to appoint a receiver.

Factors precipitating the Chapter 11 filing. The debtor's management retained the existing management company after the housing complex was purchased out of receivership. It later became apparent that the management company failed to properly manage the housing complex. The debtor's management is now directly managing the property. The housing complex has gone from a 58% occupancy rate in January 2013 to a current rate of approximately 92%.

Operations in Chapter 11—Actions taken to improve operations. The occupancy rate was 89% in January 2014. The debtor is presently at a 92% occupancy rate and expects 96% by May 1, 2014. The debtor anticipates an annual net profit of approximately \$120,000. The debtor also submitted against reserves being held by Wells Fargo in the amount around \$71,000.00 - it has refused to release or apply towards

the outstanding mortgage. Wells Fargo is also holding \$400,000.00 of reserves funds which it disperses when the income to debt ratio exceeds 1.07. The debtor did not meet this requirement on the distribution date on 3/1/13, but the debtor has well exceeded this mark on 8/1/13. Wells Fargo refused to release these funds at that time. The debtor's existing management is best qualified to operate the housing complex and more capable than a receiver or trustee with no prior knowledge of or experience in operating the housing complex.

In January 31, 2014, the court entered an order that governs the use of cash collateral and other lender requirements. The order also requires the debtor to make ongoing loan payments to Wells Fargo. Please contact counsel for Campus 15 if you wish to review a copy of the order.

The debtor is also considering the possibility of a sale. The court entered an order appointing Hendricks-Berkadia as the estate broker on February 10, 2014. The property is presently listed for \$15,000,000. The listing price was lowered to \$13,000,000. No suitable offers have been received since filing.

How the plan will be effectuated. The debtor is filing a reorganization plan. The funds necessary for the plan payments will be made from rental income or the sale of the property.

Financial Information. A summary of financial information for the 2011-2013 tax years is attached as Exhibit "B" (please note that the 2012 financial will be supplemented and served on all creditors). A projection of income and expenses is attached as Exhibit "C."

Summary of Assets and Liabilities. The debtor's assets on the date of filing consisted of the following:

Assets Petition Date Value

Student housing Complex	14,000,000
Cash	30,000
Appliances	72,000
Furniture	40,000
Golf carts	500
Maintenance Equipment	2,000

Please contact counsel for the debtor if you wish to review a more detailed list of the assets (the actual schedules filed with the court). The debtor has not had the above property recently appraised by a professional appraiser.

Liabilities.

Secured Claims The debtor has two secured creditors.

Class One - Lender. Lender has a first mortgage on the student housing complex. The Allowed Secured Claim of the Lender under the Mortgage and the Note shall consist of the Allowed portion of the following components, but only to the extent of \$15,250,000.00 (which is the value of the Property as of the Effective Date-the debtor disputes this value): (a) principal in the amount of \$12,804,264.82 as of March 18, 2014; (b) accrued interest owed on the Note at the non-default rate provided in the Loan Documents in the amount of \$89,769.10 as of March 18, 2014; (c) accrued interest owed on the Note at the default rate provided in the Loan Documents in the amount of \$519,489.21 as of March 18, 2014; (d) accrued late charges at the rate provided in the Loan Documents in the amount of \$61,616.81 as of March 18, 2014 ; (e) prepayment consideration pursuant to the terms of the Loan Documents in the amount of \$1,712,267.56 (the "Prepayment Consideration"); (f) all fees and costs, including attorneys' fees, incurred by Lender in connection with the enforcement of the Loan Documents or in connection with the protection of the Property, in the amount of

\$105,535.67 as of March 9, 2014; and (g) any unpaid post-petition fees, interest and other charges allowed under the Loan Documents and accrued from and after March 18, 2014 through and including the Effective Date of the Plan (but with respect to fees and costs identified in subsection (f) above, from and after March 9, 2014 through and including the Effective Date of the Plan) (the total amount of (a) through (g) is hereinafter referred to as the “Lender Claim”). Notwithstanding the fact that the Prepayment Consideration is due and owing to Lender as of the Petition Date, as long as no default occurs under this Plan and so long as no Event of Default occurs under any of the Loan Documents (as modified by this Plan) after confirmation of this Plan, and provided further that Debtor does not attempt to prepay the Loan prior to the Lockout Release Date (as defined in the Loan Agreement), then the Prepayment Consideration will not be included in Debtor’s payment obligations hereinafter described in this Plan. Upon the occurrence of any default under this Plan or upon the occurrence of any Event of Default under any of the Loan Documents (as modified by the Plan) after confirmation of this Plan, or if Debtor attempts to prepay the Loan prior to the Lockout Release Date, the Prepayment Consideration will become immediately due and owing from Debtor. The default interest rate amount of \$519,489.21, shall be reduced to the amount of \$1,900 provided there is no uncured postconfirmation default by the debtor. The late fee amount of \$61,616.81 shall be reduced to \$5,000 provided there is no uncured postconfirmation default by the debtor. . The Lender also agrees to waive the default interest rate amount of \$519,489.21, the late charges of \$61,616.81, and the Prepayment Consideration of \$1,712,267.56 if the debtor is able to sell the housing complex to a cash buyer for an sufficient amount to pay the Lender’s secured claim (less the default interest rate, late charges and Prepayment Consideration).

The Lender shall retain its liens against the Property and the secured status of its Allowed Secured Claim as against the Property to the same extent as exists on the Effective Date.

Lender will be paid on a 25 year amortization with 5.24% interest with a “balloon payment.” Lender will be paid \$81,922.55 each month on account of principal and interest due on the Lender Claim through November 1, 2016, with the remaining balance or “balloon payment” due in full on December 1, 2016 (the “Maturity Date”), including all accrued and unpaid principal and interest (subject to the reduction of the default interest rate provided there is no position confirmation default) in full satisfaction of the Lender Claim, less the Prepayment Consideration. The first payment will be due on the 1st day of the first month after the Effective Date of the Plan and the 1st day of each month thereafter. In addition, Debtor shall pay all monthly escrow and reserve payments as required pursuant to the terms of the Loan Documents.

The Loan Documents shall be modified such that Section 8.5 of the Loan Agreement and all references to the Performance Reserve Account are deleted. Thereafter, the funds maintained in the Performance Reserve Account, being in the amount of \$107,301.54 as of March 18, 2014, shall be held by Lender in a Debt Service Reserve Account (the “Debt Service Reserve,” and the funds at any time therein being hereinafter referred to as the “Debt Service Funds”). Subject to the following, the Debtor shall ensure that all reserves maintained in the Debt Service Reserve shall be maintained at the amount contained therein as of March 18, 2014. The Loan Documents shall be modified such that Lender is permitted to apply or offset the Debt Service Funds to a monthly payment owed to Lender, but only to the extent that Debtor’s funds are insufficient to satisfy such full monthly payment, and only if (i) Debtor provides Lender

with a written request for use of Debt Service Funds no later than 5 days before a payment date for which Debtor does not have sufficient funds to make the payment as described hereinabove for a particular month, after Debtor's payment of ordinary and necessary Property operating expenses; (ii) no Event of Default under the Loan Documents has occurred and is continuing; (iii) Debtor's written request for use of Debt Service Funds is accompanied by a certified statement from Debtor that no distribution of any kind has been paid to any member of Debtor at any time after the Effective Date of the Plan; (iv) all reporting requirements described in Section 4.12 of the Loan Agreement are current and have been satisfied; and (v) Debtor's written request for use of Debt Service Funds is accompanied by certified monthly rent rolls and operating statements for the Property for all months since the prior quarterly reports required in Section 4.12 of the Loan Agreement. Following such application of Debt Service Funds, Debtor shall replenish the amount of the Debt Service Funds used for such monthly payment within 30 days of the payment date for which the Debt Service Funds are applied.

The Loan Documents shall be modified such that Section 8.1 of the Loan Agreement and all references to the Immediate Repair Funds are deleted. The Immediate Repair Funds shall be transferred by Lender into the Replacement Reserve Account, and, thereafter, held by Lender as Replacement Reserve Funds. "Replacements" as defined in the Loan Agreement shall be modified to also include amounts expended for any of those certain replacements and/or alterations to the Property set forth on Schedule I of the Loan Agreement.

As of the Petition Date, Lender has \$43,093.90 in a suspense account (the "Suspense Funds"), which has been paid by Debtor but not applied by Lender against the indebtedness owed by Debtor. \$31,499.98 of the Suspense Funds shall be credited by

Lender to the Tax Account (as set forth in Section 8.6 of the Loan Agreement). The remaining balance of the Suspense Funds shall be credited by Lender to the Debt Service Reserve.

All other provisions of the Loan Documents with respect to any other reserve and escrow accounts shall continue in full force and effect and remain unmodified, and shall be maintained in such amounts as set forth in the Loan Documents.

Without regard to any other provision of this Plan (including, without limitation, the payment of the Lender Claim, less the Prepayment Consideration, as stated in this Plan), the Debtor shall pay to the Lender on or before the Effective Date, all payments owed pursuant to the terms of the Cash Collateral Order, as well as interest at the default rate accruing through and including the Effective Date.

The Loan Documents shall be modified consistent with the terms set forth in this Plan, and certain of the Loan Documents shall be amended and restated by the documents in a form acceptable to the Lender and to be filed on the docket at least 14 days prior to the Confirmation Date (collectively, the "Loan Modification Documents"). The Loan Modification Documents shall be executed and effective as of the Effective Date. Except as specifically modified by this Plan or the Loan Modification Documents, the terms of the Loan Documents shall remain unmodified and in full force and effect. In the event that any provision of the Loan Modification Documents is in conflict with the terms of the Plan, the terms of the Loan Modification Documents shall govern.

The debtor reserves the right to object to the Lender's claim, including the allocation of the replacement and performance reserves and attorney fees.

This class is impaired.

Class Two-Gertch-Baker has a judgment lien on the student housing complex in the approximate amount of \$4,000. The claim will be paid in full 30 days after the effective days of the plan with the statutory judgment interest rate. The collateral value is approximately \$14,000,000 but subject to the Wells Fargo mortgage of \$12,890,075.

This class is impaired.

Class Three-Unsecured Creditors. The debtor owes its unsecured creditors approximately \$161,309. The claims bar date is April 23, 2014. Please contact counsel for Campus 15 if you wish to review a copy of the claims register. The unsecured creditors will be paid with 5% interest over a period of 60 months. The monthly payment will be \$865. The unsecured creditors will be paid on a quarterly basis. The first payment will be due on the first of the following date that falls 30 days after the effective date-and then on January 2, April 1, July 1, and October 1.

This class is impaired.

Class Four-Equity Security Holders. The equity security holders will retain their ownership interests.

Priority Claims The debtor has the following priority creditors:

IRS	\$15,680.58
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The priority claims will be paid within three years from the petition filing date at the statutory interest rate at the time of confirmation. The payments will be made on a quarterly basis. The first payment will be due on the first of the following date that falls 30 days after the effective date-and the January 2, April 1, July 1, and October 1.

Chapter 7 Liquidation Analysis. In the event of a liquidation under Chapter 7, it is anticipated that the unsecured claims would be paid in full. The secured claims total

is approximately \$12,894,075.52. The assets are worth \$14,144,500. The probability of the unsecured creditors being paid depends greatly on the actual value of the student housing complex. The property has not been recently appraised. Because no suitable offers have been received since the petition was filed it is very possible that the debtor may have overvalued the complex. The listing price has been lowered from \$14,000,000 to \$13,000,000. If the property went to foreclosure the debtor believes that Wells Fargo would bid the mortgage balance and the unsecured creditors would receive nothing. The IRS would have to be paid first, resulting in the possibility of no payment for the unsecured creditors. The exact amount will be greatly affected by the selling price of the assets. The Chapter 7 trustee is paid as follows:

0-\$5,000 25%
\$5,000-50,000 10%
50,000-1,000,000 5%
Above 1,000,000 3%

The payment of creditors through a chapter 7 liquidation would take approximately one to two years. The debtor anticipates making distributions under the plan within approximately 2 months of confirmation.

Administrative Claims. The only known administrative claimants consist of the estate attorney, Paul Hunter, and the US Trustee for his quarterly fees. Counsel estimates that his postpetition fees and expenses will total about \$10,000-\$20,000. Campus 15 is current on the payment of quarterly fees to the United States Trustee and will pay all fees required by law.

Alternatives to Reorganization. The management of Campus 15 intends to continue operating. If any other adequate sale offers are received prior to confirmation, the sale will be noticed pursuant to Section 363. If the sale occurs after confirmation the

debtor will provide written notice of the sale in substantial conformity with a Section 363 notice.

Risk Factors. The debtor is dependent on the existing management and the occupancy rate.

Existing Management and Proposed Compensation. The debtor will not pay a salary to an insiders until after the creditors are paid under the plan.

Executory Contracts (Leases). Campus 15 has executory contracts with two storage unit companies: Antelope Valley Storage and Skyline Storage. The debtor will assume these contracts.

Pending Litigation. No actions are pending other than the complaint to appoint a receiver filed in state court by Wells Fargo shortly prior to the bankruptcy filing.

Tax Consequences. The debtor will not incur any tax liabilities as a result of the plan confirmation. You are urged to confer with your own tax advisor regarding the tax aspects of the plan.

Preference and other related litigation. The plan contemplates a consensual plan. The debtor does not intend to commence any litigation after confirmation other than claim objections. The debtor reserves the right to pursue such actions within the applicable statute of limitations.

Voting Procedures. After the approval of this disclosure statement, Campus 15 will mail a voting ballot with the plan and the approved disclosure statement. Creditors and interest holders with “impaired” claims are entitled to vote. A claim is impaired if the principal, interest, length of time for payment, or a combination of these is changed. The holder of an unimpaired claim is conclusively presumed to have accepted the plan and the solicitation of acceptances from holders of the unimpaired claims is not

required and will not be undertaken. Under Campus 15's plan all unsecured claims are impaired. All creditors and interest holders entitled to vote on the plan may cast their vote by completing, dating, and signing the Ballot included with this disclosure statement and mailing it to: Paul Hunter, 2616 Central Avenue, Cheyenne, WY 82001. IN ORDER TO BE COUNTED, THE COMPLETED BALLOT MUST BE RECEIVED NO LATER THAN _____. A BALLOT DOES NOT CONSTITUTE A VALID PROOF OF CLAIM IN CAMPUS 15'S CASE.

Confirmation of the Plan. Following the approval of this disclosure statement, the United States Bankruptcy Court for the District of Wyoming (Honorable Peter J. McNiff presiding) will hold a hearing to determine whether or not the reorganization plan should be confirmed. At the confirmation hearing, the court must determine whether or not the plan complies with 11 U.S.C. §1129. Among other things, the court must determine whether or not the plan has been accepted by each impaired class. Under 11 U.S.C. §1126(c), an impaired claim is deemed to have accepted the plan if at least 2/3s in amount and 1/2 in number of all allowed claims of class members actually voting have voted in favor of the plan. An impaired class is deemed to have accepted the plan if at least 2/3s in amount of the allowed interests have accepted the plan. Further, under 11 U.S.C. §1129(a)(7)(A)(ii) the court must find that each member of an impaired class will receive or retain more than if the debtor were liquidated. This is known as the "best interest of creditors" test.

Confirmation of the Plan without the creditor's consent—Cram Down. The plan may be confirmed even if it is not accepted by all impaired classes, if the court finds that the requirements of 11 U.S.C. §1129 are satisfied and certain other conditions are met. If the plan is not accepted by the impaired creditors or classes, the debtor will rely on the

“cramdown provisions” of 11 U.S.C. §1129(b) and seek confirmation of the plan.

Generally, the debtor must show that the plan does not discriminate unfairly and that the plan is fair and equitable with respect to each class of claims or interests that is impaired under and has not accepted the plan. In order to be fair and equitable, as required by 11 U.S.C. §1129(b) of the Bankruptcy Code, the plan must provide that creditors and interest holders in non-consenting, impaired classes will either retain or receive on account of their claims or interests, property of a value, as of the effective date of the plan at least equal to the value of such claims or interests, or if they receive less than full value, no class or junior priority will receive or retain anything on account of such junior claim. The plan must also comply with the absolute priority rule if the creditors reject the plan. These are complex statutory provisions and this summary is not intended to be a complete statement of the law.

Disclaimers. NO REPRESENTATIONS ABOUT THE DEBTOR, PARTICULARLY ABOUT THE DEBTOR’S FUTURE OPERATIONS OR THE VALUE OF ITS PROPERTY, ARE AUTHORIZED BY THE DEBTOR OTHER THAN AS SET FORTH IN THIS DISCLOSURE STATEMENT. ANY REPRESENTATION OR INDUCEMENT MADE TO SECURE AN ACCEPTANCE OF THE PLAN OTHER THAN AS CONTAINED IN THIS DISCLOSURE STATEMENT SHOULD NOT BE RELIED UPON BY A CREDITOR OR INTEREST HOLDER. ANY ADDITIONAL REPRESENTAION OR INDUCEMENT SHOULD BE REPORTED TO COUNSEL FOR THE DEBTOR OR TO THE UNITED STATES TRUSTEE (308 West 21st Street, Room 203, Cheyenne, WY 82001 307-772-2790).

The information contained in this disclosure statement has not been subject to a certified audit. The debtor may not warrant or represent that all information in this disclosure

statement is complete and accurate, although every reasonable effort has been made to provide complete and accurate information. Approval of the disclosure statement is not equivalent to a recommendation by or a finding by the court that Campus 15's plan should be confirmed.

You are urged to confer with your own counsel and a tax advisor about the plan and disclosure statement.

Dated this 31st day of March, 2014.

Respectfully submitted,
Campus 15, LLC

/s/ _____
Maximus Yaney
Manager

/s/ _____
Paul Hunter
Counsel for Campus 15