UNITED STATES BANKRUPTCY COURT
DISTRICT OF SOUTH CAROLINA (SPARTANBURG)

IN RE: DOE MOUNTAIN INVESTMENTS, LLC DEBTOR	CHAPTER 11 CASE CASE NO. 11-05275
IN RE: DOE MOUNTAIN DEVELOPMENT GROUP, INC. DEBTOR	CHAPTER 11 CASE CASE NO. 11-05259

DISCLOSURE STATEMENT PURSUANT TO SECTION 1125 OF THE BANKRUPTCY CODE WITH REGARD TO CREDITORS', C5-MFB PROPERTIES, LLC AND BILLY L. AMICK, JOINT PLAN OF LIQUIDATION FOR DOE MOUNTAIN INVESTMENTS, LLC AND DOE MOUNTAIN DEVELOPMENT GROUP, INC.

Respectfully submitted,

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and

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Dated: January 20, 2012

THIS PROPOSED DISCLOSURE STATEMENT HAS NOT BEEN APPROVED BY THE BANKRUPTCY COURT, AND THEREFORE THE FILING AND DISSEMINATION OF THIS PROPOSED DISCLOSURE STATEMENT IS NOT INTENDED TO BE, NOR SHOULD IT BE CONSTRUED AS, AN AUTHORIZED SOLICITATION PURSUANT TO SECTION 1125 OF THE BANKRUPTCY CODE AND RULE 3017 OF BANKRUPTCY RULES.

GLOSSARY OF TERMS

For purposes of this Disclosure Statement, all capitalized terms used but not defined in this Disclosure Statement shall have the meaning given them in the Plan.

I. INTRODUCTION

C5-MFB PROPERTIES, LLC ("**C5-MFB**"), as a creditor of (a) Doe Mountain Investments, LLC, debtor and debtor in possession of Case No. 11-05275 ("**Doe Investments**"); and (b) Doe Mountain Development Group, Inc., debtor and debtor in possession of Case No. 11-05259 ("**Doe Development**"); collectively with Doe Investments, (the "**Debtors**" and each individually a "**Debtor**"); and (ii) BILLY L. AMICK ("**Amick**"), as a party in interest of Doe Investments and a creditor of Doe Development (together with C5-MFB, the "**Plan Proponent**") submits this Disclosure Statement pursuant to section 1125 of the Bankruptcy Code to holders of Claims against and Equity Interests in the Debtors in connection with (i) the solicitation of votes to accept or reject the Plan, a copy of which is attached hereto and incorporated herein as **Exhibit A**, filed with the Bankruptcy Court by the Plan Proponent and (ii) the hearing to consider confirmation of the Plan scheduled for _____, 2012, commencing at _____ __.m. prevailing Eastern Time.

Chapter 11 is the principal business reorganization chapter of the Bankruptcy Code. Under chapter 11 of the Bankruptcy Code, a Debtor is authorized to reorganize or liquidate its business for the benefit of itself, its creditors and its equity interest holders. In addition to permitting the rehabilitation of a Debtor, another goal of chapter 11 is to promote equality of treatment for similarly situated creditors and similarly situated equity interest holders with respect to the distribution of a debtor's assets.

The commencement of the Bankruptcy Cases creates estates that are comprised of all of the legal and equitable interests of the Debtor as of the commencement date. The Bankruptcy Code provides that a Debtor may continue to operate its business and remain in possession of its property as a "debtor in possession."

The consummation of the Plan is the principal objective of a chapter 11 reorganization case. The Plan sets forth the means for satisfying claims against and interests in a Debtor. Confirmation of the Plan by the Bankruptcy Court binds the Debtor, any person acquiring property under the Plan, any creditor or equity interest holder of the Debtor and any other person or entity as may be ordered by the Bankruptcy Court in accordance with the applicable provisions of the Bankruptcy Code.

Certain holders of claims against and interests in a Debtor are permitted to vote to accept or reject the Plan. Prior to soliciting acceptances of the Plan, section 1125 of the Bankruptcy Code requires the Debtor to prepare a Disclosure Statement containing adequate information of a kind, and in sufficient detail, to enable a hypothetical reasonable investor to make an informed judgment regarding the Plan. Chapter 11 does not require that each holder of a claim against or interest in the Debtor vote in favor of the Plan in order for the Plan to be confirmed. At a minimum, however, the Plan must be accepted by at least one class of claims impaired under the Plan, such acceptance being made by the holders of a majority in number and two-thirds in amount of the claims actually voting in such class. The Plan Proponent is submitting this Disclosure Statement to holders of Claims against and Interests in the Debtor to satisfy the requirements of section 1125 of the Bankruptcy Code.

The Plan in these cases is a plan of liquidation. The Plan shall be funded through the sale of all of the real estate and certain related assets of each of the Debtors to The Nature Conservancy or its designee or assignee ("**Purchaser**") as well as the effective collection and liquidation of the remaining assets of the Debtors by the Estate Representative into Cash for the benefit of Creditors of the Debtors. Descriptions of the Estate Representative and the remaining assets are set forth in this Disclosure Statement.

The Plan is the result of careful and lengthy review and analysis of the Debtors' assets, Causes of Action and numerous alternatives. The Plan also represents the result of significant and meaningful discussions and negotiations between the Debtors, the Plan Proponent and the Purchaser.

A. Exhibits and Schedules to the Disclosure Statement.

Attached as Exhibits to this Disclosure Statement are the following documents:

- The Plan (**Exhibit A**)
- Order of the Bankruptcy Court dated _____, 2012 (the "Disclosure Statement Order"), among other things, approving this Disclosure Statement and establishing certain procedures with respect to the solicitation and tabulation of votes to accept or reject the Plan (**Exhibit B**)
- Liquidation Analysis (**Exhibit C**)
- Purchase Agreement (**Exhibit D**)

In addition, a ballot for voting on the Plan is enclosed with this Disclosure Statement distributed to the holders of Claims that are entitled to vote to accept or reject the Plan.

B. Disclosure Statement Order.

On _____, 2012, after notice and a hearing, the Bankruptcy Court entered the Disclosure Statement Order, a copy of which is attached hereto as **Exhibit B**, approving this Disclosure Statement as containing adequate information of a kind and in sufficient detail to enable hypothetical, reasonable investors typical of the Debtors' creditors to make an informed judgment whether to accept or reject the Plan. **APPROVAL OF THIS DISCLOSURE**

STATEMENT DOES NOT, HOWEVER, CONSTITUTE A DETERMINATION BY THE BANKRUPTCY COURT AS TO THE FAIRNESS OR MERITS OF THE PLAN.

The Disclosure Statement Order sets forth in detail the deadlines, procedures, and instructions for voting to accept or reject the Plan and for filing objections to confirmation of the Plan, the record date for voting purposes, and the applicable standards for tabulating ballots. In addition, detailed voting instructions accompany each ballot. Each holder of a Claim entitled to vote on the Plan should read this Disclosure Statement, the Plan, the Disclosure Statement Order, and the instructions accompanying the ballot in their entirety before voting on the Plan. These documents contain important information concerning the classification of Claims for voting purposes and the tabulation of votes. No solicitation of votes to accept the Plan may be made except pursuant to section 1125 of the Bankruptcy Code.

C. Classification of Claims and Equity Interests.

Section 1122 of the Bankruptcy Code requires that the Plan classify the claims of the Debtors' creditors and the interests of their equity holders. The Bankruptcy Code also provides that, except for certain claims classified for administrative convenience, a plan may place a claim of a creditor or an interest of an equity holder in a particular class only if such claim or interest is substantially similar to the other claims or interest of such class. The Bankruptcy Code also requires that a plan provide the same treatment for each claim or interest agrees to a less favorable treatment of its claim or interest.

The Proponents believe that the Plan has classified all Claims against and Equity Interests in the Debtors in compliance with the requirements of the Bankruptcy Code. A detailed discussion of the classification treatment of Claims and Equity Interests is set forth in this Disclosure Statement.

D. Holders of Claims Entitled to Vote.

Pursuant to the provisions of the Bankruptcy Code, only holders of allowed claims or equity interests in classes of claims or equity interests that are impaired and that are not deemed to have rejected the Plan are entitled to vote to accept or reject the Plan. Pursuant to section 1126(f) of the Bankruptcy Code, classes of claims or equity interests in which the holders of claims or equity interests are unimpaired under the Plan are deemed to have accepted the plan and are not entitled to vote to accept or reject the Plan. Pursuant to section 1126(g) of the Bankruptcy Code, classes of claims or equity interests in which the holders of claims or equity interests will receive no recovery under the Plan are deemed to have rejected the Plan and are not entitled to vote to accept or reject the Plan.

The Bankruptcy Code defines "acceptance" of the Plan by a class of claims as acceptance by creditors in that class that hold at least two-thirds in dollar amount and more than one-half in number of the claims that cast ballots for acceptance or rejection of the plan. With respect to the creditors of Doe Investments, holders of Class 1 Claims and holders of Class 5 Claims are impaired. Thus, acceptance of the Plan by Classes 1 and 5 will occur only if at least two-thirds in dollar amount and a majority in number of the holders of Allowed Class 1 and 5 Claims that cast their ballots in favor of acceptance of the Plan. A vote may be disregarded if the Bankruptcy

Court determines, after notice and a hearing, that such acceptance or rejection was not solicited or procured in good faith or in accordance with the provisions of the Bankruptcy Code.

With respect to the creditors of Doe Development, holders of Class 1, 2 and 5 Claims are impaired. Thus, acceptance of the Plan by Classes 1, 2 and 5 will occur only if at least two-thirds in dollar amount and a majority in number of the holders of Allowed Class 1, 2 and 5 Claims that cast their ballots in favor of acceptance of the Plan. A vote may be disregarded if the Bankruptcy Court determines, after notice and a hearing, that such acceptance or rejection was not solicited or procured in good faith or in accordance with the provisions of the Bankruptcy Code.

For a more detailed description of the requirements for confirmation of the Plan, see this Disclosure Statement.

If a Class of Claims entitled to vote on the Plan rejects the Plan, the Plan may be confirmed pursuant to section 1129(b) of the Bankruptcy Code. Section 1129(b) of the Bankruptcy Code permits the confirmation of the Plan notwithstanding the nonacceptance of the Plan by one or more impaired classes of claims or equity interests. Under section 1129(b) of the Bankruptcy Code, the Plan may be confirmed by the Bankruptcy Court if it does not "discriminate unfairly" and is "fair and equitable" with respect to each nonaccepting class. A more detailed description of the requirements for confirmation of a nonconsensual plan is set forth in this Disclosure Statement. If any impaired Class under the Plan fails to accept the Plan in accordance with section 1129(a)(8) of the Bankruptcy Code, the Plan Proponent reserves the right to request that the Bankruptcy Court confirm the Plan in accordance with section 1129(b) of the Bankruptcy Code with respect to such rejecting Class(es).

E. Voting Procedures.

If you are entitled to vote to accept or reject the Plan, a ballot is enclosed for the purpose of voting on the Plan. If you hold Claims in more than one Class and you are entitled to vote Claims in more than one class, you will receive separate ballots, which must be used for each separate Class of Claims. Each ballot contains detailed instructions for completing and submitting the ballot. Please vote and return your ballot(s) to the respective location specified in the instructions accompanying each ballot.

DO NOT RETURN ANY NOTES OR OTHER SECURITIES WITH YOUR BALLOT.

TO BE COUNTED, YOUR BALLOT INDICATING ACCEPTANCE OR REJECTION OF THE PLAN MUST BE FORWARDED IN ACCORDANCE WITH THE ACCOMPANYING INSTRUCTIONS IN SUFFICIENT TIME FOR IT TO BE RECEIVED BY COUNSEL FOR C5-MFB PROPERTIES, LLC, D. ALLEN GRUMBINE, 550 SOUTH MAIN STREET, SUITE 400, GREENVILLE, SOUTH CAROLINA 29601, NO LATER THAN 4:00 P.M., PREVAILING EASTERN TIME, ON _____, 2012. PLEASE FOLLOW CAREFULLY THE INSTRUCTIONS CONTAINED IN YOUR BALLOT. ANY EXECUTED BALLOT RECEIVED THAT DOES NOT INDICATE EITHER AN ACCEPTANCE OR REJECTION OF THE PLAN SHALL NOT BE COUNTED.

Any Claim in an impaired Class as to which an objection or request for estimation is pending or which is scheduled by the Debtors as unliquidated, disputed, or contingent and for which no proof of claim has been filed is not entitled to vote unless the holder of such Claim has obtained an order of the Bankruptcy Court temporarily allowing such Claim for the purpose of voting on the Plan.

If you are a holder of a Claim entitled to vote on the Plan and you did not receive a ballot, received a damaged ballot, or lost your ballot, or if you have any questions concerning this Disclosure Statement or the Plan, please Counsel for C5-MFB Properties, LLC, D. Allen Grumbine at (864) 255-5402.

F. Confirmation Hearing.

Pursuant to section 1128 of the Bankruptcy Code, the Confirmation Hearing will be held on _____, 2012, commencing at _____ __.m. prevailing Eastern Time, before the Honorable John E. Waites, United States Bankruptcy Judge, at the United States Bankruptcy Court for the District of South Carolina (Spartanburg) with an address of Donald Stuart Russell Federal Courthouse, 201 Magnolia Street Spartanburg SC 29306.

PURSUANT TO THE DISCLOSURE STATEMENT ORDER, THE BANKRUPTCY COURT HAS DIRECTED THAT OBJECTIONS, IF ANY, TO CONFIRMATION OF THE PLAN MUST BE IN WRITING, AND: (A) STATE THE NAME AND ADDRESS OF THE OBJECTING PARTY AND THE NATURE OF THE CLAIM OR INTEREST OF SUCH PARTY; (B) STATE WITH PARTICULARITY THE LEGAL AND FACTUAL GROUNDS OF ANY OBJECTION OR PROPOSED MODIFICATION; (C) PROVIDE, WHERE APPLICABLE, THE SPECIFIC TEXT THAT THE OBJECTING PARTY BELIEVES TO BE APPROPRIATE TO INSERT INTO THE PLAN; AND (D) BE FILED, TOGETHER WITH PROOF OF SERVICE, WITH THE BANKRUPTCY COURT AND SERVED ON: (I) COUNSEL FOR C5-MFB PROPERTIES, LLC, D. ALLEN GRUMBINE, WOMBLE, CARLYLE, SANDRIDGE & RICE LLP, 550 SOUTH MAIN STREET, SUITE 400, GREENVILLE, SOUTH CAROLINA 29601; (II) COUNSEL FOR BILLY L. AMICK , JOHN A. WALKER, JR., WALKER & WALKER, P.C., P.O. BOX 2774, KNOXVILLE, TENNESSEE 37901; (III) THE OFFICE OF THE UNITED STATES TRUSTEE, ATTN: LINDA K. BARR; AND (IV) COUNSEL FOR DEBTORS, RANDY A. SKINNER, 300 NORTH MAIN STREET, SUITE 210, GREENVILLE, SOUTH CAROLINA 29601, SUCH AS TO BE ACTUALLY RECEIVED NO LATER THAN 4:00 P.M. PREVAILING EASTERN TIME ON _____, 2012, UNLESS AN OBJECTION IS TIMELY FILED AND SERVED AS PROVIDED HEREIN, IT MAY NOT BE CONSIDERED AT THE CONFIRMATION HEARING.

The Confirmation Hearing may be adjourned from time to time by the Bankruptcy Court without further notice except for the announcement of the adjournment date made at the Confirmation Hearing or at any subsequent adjourned Confirmation Hearing.

THE STATEMENTS CONTAINED IN THIS DISCLOSURE STATEMENT ARE MADE AS OF THE DATE HEREOF UNLESS ANOTHER TIME IS SPECIFIED

HEREIN, AND THE DELIVERY OF THIS DISCLOSURE STATEMENT SHALL NOT CREATE AN IMPLICATION THAT THERE HAS BEEN NO CHANGE IN THE INFORMATION STATED SINCE THE DATE HEREOF. HOLDERS OF CLAIMS AND INTERESTS SHOULD CAREFULLY READ THIS DISCLOSURE STATEMENT IN ITS ENTIRETY, INCLUDING THE PLAN, PRIOR TO VOTING ON THE PLAN.

THIS DISCLOSURE STATEMENT HAS NOT BEEN FILED WITH, OR APPROVED OR DISAPPROVED BY, THE SECURITIES AND EXCHANGE COMMISSION, AND THE COMMISSION HAS NOT PASSED UPON THE ACCURACY OR ADEQUACY OF THE INFORMATION CONTAINED HEREIN.

FOR THE CONVENIENCE OF HOLDERS OF CLAIMS AND INTERESTS, THIS DISCLOSURE STATEMENT SUMMARIZES THE TERMS OF THE PLAN. IF ANY INCONSISTENCY EXISTS BETWEEN THE PLAN AND THIS DISCLOSURE STATEMENT, THE TERMS OF THE PLAN ARE CONTROLLING. THIS DISCLOSURE STATEMENT MAY NOT BE RELIED UPON FOR ANY PURPOSE OTHER THAN TO DETERMINE WHETHER TO VOTE TO ACCEPT OR REJECT THE PLAN, AND NOTHING STATED HEREIN SHALL CONSTITUTE AN ADMISSION OF ANY FACT OR LIABILITY BY ANY PARTY, OR BE ADMISSIBLE IN ANY PROCEEDING INVOLVING THE DEBTORS, THE PLAN PROPONENT OR THE PURCHASER OR ANY OTHER PARTY, OR BE DEEMED CONCLUSIVE EVIDENCE OF THE TAX OR OTHER LEGAL EFFECTS OF THE PLAN ON THE DEBTOR OR HOLDERS OF CLAIMS OR INTERESTS. CERTAIN OF THE STATEMENTS CONTAINED IN THIS DISCLOSURE STATEMENT, BY NATURE, ARE FORWARD-LOOKING AND CONTAIN ESTIMATES AND ASSUMPTIONS. THERE CAN BE NO ASSURANCE THAT SUCH STATEMENTS WILL BE REFLECTIVE OF ACTUAL OUTCOMES. ALL HOLDERS OF CLAIMS SHOULD CAREFULLY READ AND CONSIDER FULLY THE RISK FACTORS SET FORTH IN ARTICLE V OF THIS DISCLOSURE STATEMENT BEFORE VOTING TO ACCEPT OR REJECT THE PLAN.

SUMMARIES OF CERTAIN PROVISIONS OF AGREEMENTS REFERRED TO IN THIS DISCLOSURE STATEMENT DO NOT PURPORT TO BE COMPLETE AND ARE SUBJECT TO, AND ARE QUALIFIED IN THEIR ENTIRETY BY REFERENCE TO, THE FULL TEXT OF THE APPLICABLE AGREEMENT, INCLUDING THE DEFINITIONS OF TERMS CONTAINED IN SUCH AGREEMENT.

THE PLAN PROPONENT BELIEVES THAT THE PLAN WILL ACCOMPLISH THE OBJECTIVES OF CHAPTER 11 AND THAT ACCEPTANCE OF THE PLAN IS IN THE BEST INTERESTS OF THE DEBTORS, THEIR CHAPTER 11 ESTATES, AND THEIR CREDITORS.

NO REPRESENTATIONS OR ASSURANCES, IF ANY, CONCERNING THE DEBTORS (INCLUDING, WITHOUT LIMITATION, FUTURE BUSINESS OPERATIONS) OR THE PLAN ARE AUTHORIZED BY THE DEBTORS OTHER THAN AS SET FORTH IN THIS DISCLOSURE STATEMENT. ANY REPRESENTATIONS OR INDUCEMENTS MADE BY ANY PERSON TO SECURE

YOUR VOTE THAT ARE OTHER THAN HEREIN CONTAINED SHOULD NOT BE RELIED UPON BY YOU IN ARRIVING AT YOUR DECISION, AND SUCH ADDITIONAL REPRESENTATIONS OR INDUCEMENTS SHOULD BE REPORTED TO COUNSEL FOR THE PLAN PROPONENT FOR SUCH ACTION AS MAY BE DEEMED APPROPRIATE.

THIS IS A SOLICITATION SOLELY BY THE PLAN PROPONENT AND IS NOT A SOLICITATION BY ANY SHAREHOLDER, ATTORNEY, OR ACCOUNTANT FOR THE DEBTORS, THE PLAN PROPONENT OR THE PURCHASER. THE REPRESENTATIONS, IF ANY, MADE HEREIN ARE THOSE OF THE PLAN PROPONENT AND NOT OF SUCH SHAREHOLDERS, ATTORNEYS, OR ACCOUNTANTS, EXCEPT AS MAY BE OTHERWISE SPECIFICALLY AND EXPRESSLY INDICATED.

THE PLAN PROPONENT URGES CREDITORS TO VOTE TO ACCEPT THE PLAN.

II. BACKGROUND OF THE DEBTORS

A. General Overview of the Debtors' Businesses.

1. Ownership and Purpose

Doe Investments is purportedly owned by approximately 19 members who are individuals owning anywhere from 1.960 percent to 19.607 percent, all as more fully set forth in Doe Investments' Corporate Ownership Statement filed pursuant to Bankruptcy Rule 7007.1 and modified by Doe Investments' Amended Statement of Financial Affairs filed on October 25, 2011, as Doc. #22. Doe Investments was purportedly formed to acquire and subsequently prepare real property that could be sold as residential property.

Doe Development is purportedly owned by Veronica Clardy owning 66.67% of the shares and Harry Huffman owning 33.33% of the shares all as more fully set forth in Doe Development's Corporate Ownership Statement filed pursuant to Bankruptcy Rule 7007.1. Doe Development was formed to acquire real property from Doe Investments to develop into property that could be sold as residential real property.

2. Significant Events Related to Debtors' Inability to Reorganize

Doe Investments owns real property located in Johnson County, Tennessee and identified in Doe Investments' schedules filed with the Bankruptcy Court (***"Doe Investments Property"***). Doe Development owns real property located in Johnson County, Tennessee and identified in the Doe Development schedules filed with the Bankruptcy Court (***"Doe Development Property"***; the Doe Investments Property and the Doe Development Property are collectively referred to as the ***"Property"***).

On August 25, 2009, Doe Investments filed a voluntary Chapter 11 bankruptcy petition (***"First Doe Investments Bankruptcy Case"***) in the United States District Court for the

Eastern District of Tennessee (the ***"Tennessee Bankruptcy Court"***). Nearly sixteen (16) months after commencing the First Doe Investments Bankruptcy Case, Doe Investments still had not filed a plan of reorganization. On December 14, 2010, the Tennessee Bankruptcy Court dismissed the First Doe Investments Bankruptcy Case.

On August 25, 2009, Doe Development filed a voluntary Chapter 11 bankruptcy petition (***"First Doe Development Bankruptcy Case"*** and together with the First Doe Investments Bankruptcy Case, the ***"First Bankruptcy Cases"***) in the Tennessee Bankruptcy Court. Nearly sixteen (16) months after commencing the First Doe Development Bankruptcy Case, Doe Development still had not filed a plan of reorganization. On December 14, 2010, the Tennessee Bankruptcy Court dismissed the First Doe Development Bankruptcy Case.

Following dismissal of the First Bankruptcy Cases, C5-MFB commenced a foreclosure action against the Property (the ***"Foreclosure Action"***). The afternoon before the Property was scheduled to be sold in the Foreclosure Action, the Debtors commenced the within Chapter 11 cases (***"Second Bankruptcy Cases"***). The Debtors have failed to file a plan of reorganization in these Second Bankruptcy Cases and they have failed to commence monthly payments on obligations secured by the Property.

Doe Investments list the value of its real property at approximately $22,000,000. Doe Development lists the value of its real property at approximately $3,000,000. These values are not realistic. The Debtors failed to reorganize in the First Bankruptcy Cases and are not able to develop their properties. These Second Bankruptcy Cases were only filed to prevent the Foreclosure Action. The Debtors have no income, are not paying any expenses and have unsuccessfully failed to market the properties for sale. The Creditors believe the Purchaser is the only realistic purchaser of the properties at the proposed purchase price of $8,500,000.

This is supported by the fact that C5-MFB sought to sell its note from Doe Mountain Investments, which is secured by the Property, to third parties. While C5-MFB received offers for the purchase of this note, the offers were for amounts significantly less than the proposed Purchase Price. The Purchaser has agreed to pay $8.5 million for the Property and the Proponents have agreed to accept less than the full amount of their Claims only to ensure that the other creditors are paid in full and that Debtors' Equity Interests receive some distribution under the Plan.

Finally, and perhaps most significantly, with respect to value and lack of marketability, the C5-MFB Deed of Trust does not have a provision waiving the Debtors' statutory rights of redemption. Thus, no buyers are willing to purchase the property in a foreclosure proceeding or purchase C5-MFB's note because the purchase capital will be tied up for two years until the Debtors' rights of redemption expire (upon information and belief Debtors will not waive this right). The Proponents' Plan generates the highest recovery for all Claimants (including the Equity Interests) by compelling the Debtors to sell all of their rights in the Property to Purchaser, thus eliminating the Debtors' rights of redemption in the Property.

3. Financial Summary.

Doe Mountain Investments

(a) As of the Petition Date, Doe Investments' Schedules and Statement of Financial Affairs reflected estimated assets totaling $22,001,249.17 and liabilities totaling $6,595,473.87. As of the Petition Date, Doe Investments owned the Doe Investments Property which is real property located in Johnson and valued that real property at $22,000,000.00. As noted above, this value is not realistic and the Proponents believe the Purchaser is the only party willing to purchase the Doe Investments Property and Doe Development Property at the proposed Purchase Price of $8,500,000.

(b) During calendar year 2010, Doe Investments had no gross income.

(c) As of the Petition Date, the cash balance in Doe Investments' accounts was approximately $1,249.17.

Doe Mountain Development

(a) As of the Petition Date, Doe Development's Schedules and Statement of Financial Affairs reflected estimated assets totaling $3,301,715.02 and liabilities totaling $10,450,363.14. As of the Petition Date, Doe Development owned the Doe Development Property which is real property located in Johnson County, Tennessee, and valued that real property at $3,000,000.00. As noted above, this value is not realistic and the Proponents believe the Purchaser is the only party willing to purchase the Doe Investments Property and Doe Development Property at the proposed Purchase Price of $8,500,000.

(b) During calendar year 2010, Doe Development had no gross income. As of the Petition Date, the cash balance in Doe Development's accounts was approximately $301,715.02. Upon information and belief, $301,645.01 of the aforementioned amount was pledged by Doe Development, in lieu of a performance bond or other security, to secure Doe Development's obligations under a Cash on Deposit Agreement where Doe Development agreed (i) to maintain the deposit as a separate account naming the Johnson County Regional Planning Commission and the State of Tennessee, for and on behalf of Johnson County, Tennessee, as sole beneficiaries, (ii) that the deposit shall not be subject to removal, encumbrance or pledge by Doe Development or anyone, and (iii) the funds shall be subject to removal solely and exclusively upon demand by the Johnson County Regional Planning Commission.

(c) As of the Petition Date, the available cash balance Doe Development's accounts was, therefore, approximately $70.01.

4. Liabilities.

Doe Mountain Investments

(a) Secured Liabilities. As of the Petition Date, Doe Investments scheduled secured claims in the aggregate amount of $6,289,666.89.

(b) Unsecured Priority Claims. As of the Petition Date, Doe Investments scheduled unsecured priority claims of $291,907.88.

(c) Unsecured Non Priority Claims. As of the Petition Date, Doe Investments believed its unsecured nonpriority claims to be approximately $13,899.10. The total amount of Class 4 Claims will be dependent on the outcome of the claim objection process.

Doe Mountain Development

(a) Secured Liabilities. As of the Petition Date, Doe Development scheduled secured claims in the aggregate amount of $9,974,843.00; this amount includes Secured Claims against the Doe Investments Property which is cross-collateralized with the portion of the Doe Development Property.

(b) Unsecured Priority Claims. As of the Petition Date, Doe Development scheduled unsecured priority claims of $225,795.85.

(c) Unsecured Non Priority Claims. As of the Petition Date, Doe Development believed its unsecured nonpriority claims to be approximately $249,724.29. The total amount of Class 4 Claims will be dependent on the outcome of the claim objection process.

5. Purchase Agreement. Each Debtor is, or is to become, a party to the Purchase Agreement. The Purchase Agreement is attached hereto the Disclosure Statement as **Exhibit D**. Pursuant to the Sale, at the Closing, Purchaser shall purchase, accept and acquire from each Debtor, and each Debtor shall sell, transfer, assign, convey and deliver to Purchaser, free and clear of all Encumbrances (other than Permitted Exceptions), Claims and other interests, the Property applicable to such Debtor. The filing of the Plan shall constitute a motion (or a supplement to the extent a separate motion is already filed) for an order of the Bankruptcy Court approving, pursuant Sections 363, 364, 365, 1123, and 1129 of the Bankruptcy Code, the Purchase Agreement and the transactions and actions contemplated thereunder.

III. EVENTS IN THE CHAPTER 11 CASE

A. Bankruptcy Filing And Activity.

On the Petition Date, the Debtors filed voluntary petitions under chapter 11 of the Bankruptcy Code. The Debtors also filed Schedules and Statements of Financial Affairs. Other notable pleadings include:

Doe Mountain Investments

- Joint Statement of Dispute filed on Behalf of Doe Mountain Investments, LLC [DN28]

- Motion for Relief from Stay with Certification of Facts filed by Interest Party C5-MFB Properties, LLC [DN31]

- Objection to Motion for Relief From Stay filed by Interest Party C5-MFB Properties, LLC filed by Doe Mountain Investments, LLC [DN32]

Doe Mountain Development

- Joint Statement of Dispute filed on Behalf of Doe Mountain Development Group, Inc. [DN40]

- Motion for Relief from Stay with Certification of Facts filed by Interest Party C5-MFB Properties, LLC [DN43]

- Objection to Motion for Relief From Stay filed by Interest Party C5-MFB Properties, LLC filed by Doe Mountain Development Group, Inc. [DN44]

- Objection to Motion for Relief From Stay filed by Interest Party C5-MFB Properties, LLC filed by Billy L. Amick [DN47]

B. Retention of Legal Counsel and Financial Professionals.

The Bankruptcy Court has entered orders authorizing the Debtors to retain the following professionals to assist in this Chapter 11 Case:

Doe Mountain Investments

- Randy Skinner as Attorney for Doe Mountain Investments [DN13]

Doe Mountain Development

- Randy Skinner as Attorney for Doe Mountain Development [DN15]

C. Meeting of Creditors.

Doe Mountain Investments

On October 3, 2011 the United States Trustee conducted the section 341 meeting of creditors as to Doe Investments. On November 7, 2011 the United States Trustee filed a Statement that No Creditor Committee has been appointed.

Doe Mountain Development

On October 3, 2011 the United States Trustee conducted the section 341 meeting of creditors as to Doe Development. The meeting was continued to October 12, 2011 and October 28, 2011. On November 7, 2011 the United States Trustee filed a Statement that No Creditor Committee has been appointed.

D. Schedules and Statements.

The Debtors each filed Schedules and Statements of Financial Affairs on September 7, 2011, which were amended from time.

E. Avoidance Actions

The Plan Proponent does not have sufficient information to fully analyze all transfers made by the Debtors. However, based on information contained in the Schedules and Statements of Financial Affairs filed by the Debtors, the Plan Proponent believes certain transfers occurred prior to the Petition Date and the Debtors and/or the Estate Representative may seek to recover those transfers or fraudulent conveyances pursuant to the provisions of the Bankruptcy Code and applicable state law.

III. THE PLAN

The Plan is attached hereto and incorporated herein as **Exhibit A**. The summary description of the Plan is qualified in its entirety by reference to the full text of the Plan. The following tables classify Claims and Equity Interests for all purposes, including voting, confirmation and distribution pursuant hereto and pursuant to sections 1122 and 1123(a)(1) of the Bankruptcy Code. The Plan deems a Claim or Equity Interest to be classified in a particular Class only to the extent that the Claim or Equity Interest qualifies within the description of that Class and shall be deemed classified in a different Class to the extent that any remainder of such Claim or Equity Interest qualifies within the description of such different Class. A Claim or Equity Interest is in a particular Class only to the extent that any such Claim or Equity Interest is Allowed in that Class and has not been paid or otherwise settled prior to the Effective Date.

Claims and Equity Interests of Doe Investments. The Plan divides Claims and Equity Interests of Doe Investments into various classes for all purposes, including voting, confirmation and distribution pursuant to the Plan, as follows:

Class	Claimant	Status	Voting Rights
Unclassified Claims	Administrative Claims, Priority Tax Claims and Priority Non-Tax Claims	Unimpaired	No (deemed to accept)
Class 1	C5-MFB	Impaired	Yes
Class 2	Intentionally Omitted	N/A	N/A
Class 3	Intentionally Omitted	N/A	N/A
Class 4	Unsecured Creditors	Unimpaired	No (deemed to accept)
Class 5	Equity Interests	Impaired	Yes

The Plan divides Claims and Equity Interests of Doe Development into various classes for all purposes, including voting, confirmation and distribution pursuant to the Plan, as follows:

Class	Claimant	Status	Voting Rights
Unclassified Claims	Administrative Claims, Priority Tax Claims and Priority Non-Tax Claims	Unimpaired	No (deemed to accept)
Class 1	C5-MFB	Impaired	Yes
Class 2	Amick	Impaired	Yes
Class 3	Clear Creek Construction	Unimpaired	No (deemed to accept)
Class 4	Unsecured Creditors	Unimpaired	No (deemed to accept)
Class 5	Equity Interests	Impaired	Yes

F. Administrative Claims (Excluding Professional Claims)

As soon as practicable after the later of the Effective Date and the date the Claim becomes an Allowed Administrative Claim, each holder of an Allowed Administrative Claim (excluding Professional Claims which shall be treated as set forth in Section 3.2) against a Debtor will receive in full satisfaction, settlement, release and discharge of and in exchange for such Allowed Administrative Claim (excluding Professional Claims) a Distribution from that Debtor (i) in Cash equal to the unpaid portion of such Allowed Administrative Claim against that Debtor, or (ii) in such amounts and on such other terms as may be agreed between the holder of an Allowed Administrative Claim, such Debtor and Purchaser pursuant to the Purchase Agreement; provided, however, that Administrative Claims representing obligations incurred in the ordinary course of business may be paid by each Debtor in accordance with the terms of the particular agreements under which such Administrative Claims arise. The Proponents believe that there are sufficient funds to satisfy the Administrative Claims, Professional Claims, Priority Tax Claims and Priority Non-Tax Claims. The Surplus Amount is being funded to ensure the payment of all such Claims. Any unused portion of the Surplus Amount shall be paid on the basis of 2/3 (two-thirds) to C5-MFB and 1/3 (one-third) to Amick.

G. Professional Claims.

All persons and/or entities seeking an award by the Bankruptcy Court of compensation for Professional Claims against a Debtor (a) shall file their respective final applications for allowances of compensation, for services rendered and reimbursement of expenses incurred through Effective Date for that Debtor, by the date that is thirty (30) days after the Effective Date or such other date as may be fixed by the Bankruptcy Court, and (b) if granted such an award by the Bankruptcy Court, will receive in full satisfaction, settlement, release and discharge of and in exchange for such Professional Claim a Distribution from that Debtor (i) in Cash equal to the unpaid portion of such Allowed Professional Claim against Debtor, or (ii) in such amounts as are Allowed by the Bankruptcy Court on the date such Claim becomes an Allowed Claim, or within ten (10) days hereafter.

H. Priority Tax Claims.

As soon as practicable after the later of the Effective Date and the date the Claim becomes an Allowed Priority Tax Claim, each holder of an Allowed Priority Tax Claim against a Debtor will receive in full satisfaction, settlement, release and discharge of and in exchange for such Allowed Priority Tax Claim a Distribution from that Debtor (i) in Cash equal to the unpaid portion of such Allowed Priority Tax Claim against that Debtor, or (ii) in such amounts and on such other terms as may be agreed between the holder of an Allowed Priority Tax Claim, Debtor and Purchaser pursuant to the Purchase Agreement, or (iii) regular installment payments in cash of a total value as of the Effective Date, over a five year period from the Effective Date.

I. Priority Claims.

In full and complete satisfaction, discharge and release of its Priority Claim, each holder of an Allowed Priority Claim will receive a Distribution from the applicable Debtor (i) in Cash equal to the unpaid portion of such Allowed Priority Non-Tax Claim against that Debtor, or (ii) in such amounts and on such other terms as may be agreed between the holder of the Allowed Priority Non-Tax Claim, Debtor and Purchaser pursuant to the Purchase Agreement, or (iii) in accordance with the terms of the particular agreement under which such Priority Non-Tax Claim arose.

J. Treatment of Claims Against and Interests Doe Investments.

1. Doe Investments Class 1: Claims of C5-MFB.

(a) Impairment and Voting. Doe Investments Class 1 shall consist of the Claims of C5-MFB. Doe Investments Class 1 is Impaired. As a Doe Investments Class 1 Claimant, C5-MFB is entitled to vote to accept or reject the Plan.

(b) Treatment. Except to the extent that C5-MFB has been paid by the Debtors prior to the Effective Date or agrees to a different treatment, C5-MFB shall be paid the C5-MFB Settlement Payment in full and complete satisfaction of the C5-MFB's Allowed Secured Claim on the later of: (i) the Closing Date, or (ii) the Effective Date. C5-MFB shall retain its Lien securing the C5-MFB Allowed Secured Claim as of the Confirmation Date until all Distributions have been made as provided in this Section. The Deficiency Claim of C5-MFB is waived.

2. Doe Investments Class 2: Intentionally Omitted.

3. Doe Investments Class 3: Intentionally Omitted.

4. Doe Investments Class 4: Unsecured Claims.

(a) Impairment and Voting. Doe Investments Class 4 consists of all of the Doe Investments Unsecured Claims against Doe

Investments. Doe Investments Class 4 is Unimpaired. Each Doe Investments Class 4 Claimant is conclusively presumed to have accepted the Plan and is not entitled to vote to accept or reject the Plan pursuant to Section 1126(f) of the Bankruptcy Code.

(b) Treatment. Except to the extent that a holder of a Doe Investments Allowed Unsecured Claim agrees to a different treatment, each holder of a Doe Investments Allowed Unsecured Claim shall receive Cash in an amount equal to the Doe Investments Allowed Unsecured Claim, on the later of (i) (x) the Closing Date or (y) the Effective Date and (ii) the date such Doe Investments Allowed Unsecured Claim becomes a Doe Investments Allowed Unsecured Claim, or as soon thereafter as is practicable.

5. Doe Investments Class 5: Claims of Equity Interests.

(a) Impairment and Voting. Doe Investments Class 5 consists of the Doe Investments Equity Interests. Doe Investments Class 5 is Impaired. The Doe Investments Class 5 Claimants are entitled to vote to accept or reject the Plan.

(b) Treatment. The holders of Doe Investments Equity Interests will receive their Pro Rata share of the proceeds of the Purchase Price allocated to Doe Investments pursuant to Section 1.3(a) of the Purchase Agreement after payment in full of (i) Doe Investments Allowed Administrative Claims, (ii) Doe Investments Allowed Professional Claims (iii) Doe Investments Allowed Priority Tax Claims, (iv) Doe Investments Allowed Priority Non-Tax Claims (v) the C5-MFB Settlement Payment, and (vi) Doe Investments Allowed Unsecured Claims.

K. Treatment of Claims Against and Interests in Doe Development.

1. Doe Development Class 1: Claims of C5-MFB.

(a) Impairment and Voting. Doe Development Class 1 shall consist of the Claims of C5-MFB. Doe Development Class 1 is Impaired. As a Doe Development Class 1 Claimant, C5-MFB is entitled to vote to accept or reject the Plan.

(b) Treatment. Except to the extent that C5-MFB has been paid by the Debtors prior to the Effective Date or agrees to a different treatment, C5-MFB shall be paid the C5-MFB Settlement Payment as the Doe Investments Class 1 Claimant pursuant to Section 4.1 of the Plan in full and complete satisfaction of the C5-MFB Allowed Secured Claim on the later of: (i) the Closing Date, or (ii) the Effective Date. C5-MFB shall retain its Lien securing the C5-MFB Allowed Secured Claim as of the Confirmation Date until all

Distributions have been made as provided in the Plan. The Deficiency Claim of C5-MFB is waived.

2. Doe Development Class 2: Claims of Amick.

(a) Impairment and Voting. Doe Development Class 2 shall consist of the Claims of Amick. Doe Development Class 2 is Impaired. As the Doe Development Class 2 Claimant, Amick is entitled to vote to accept or reject the Plan.

(b) Treatment. Except to the extent that Amick has been paid by the Debtors prior to the Effective Date or agrees to a different treatment, Amick shall be paid the Amick Settlement Payment as the Doe Investments Class 2 Claimant in full and complete satisfaction of the Amick's Allowed Secured Claim on the later of: (i) the Closing Date, or (ii) the Effective Date. Amick shall retain its Lien securing the Amick Allowed Secured Claim as of the Confirmation Date until all Distributions have been made as provided in the Plan. The Deficiency Claim of Amick is waived.

3. Doe Development Class 3: Secured Claim of Clear Creek Construction.

(a) Impairment and Voting. Doe Development Class 3 shall consist of the Secured Claim of Clear Creek Construction. Doe Development Class 3 is Unimpaired. The Doe Development Class 3 Claimant is conclusively presumed to have accepted the Plan and is not entitled to vote to accept or reject the Plan pursuant to Section 1126(f) of the Bankruptcy Code.

(b) Treatment. Except to the extent that Clear Creek Construction agrees to a different treatment, Clear Creek Construction shall receive Cash in the amount of $96,395.45 in full and complete satisfaction of the Allowed Secured Claim of Clear Creek Construction on the later of: (i) the Closing Date, or (ii) the Effective Date. Clear Creek Construction shall retain its Lien securing the Allowed Secured Claim of Clear Creek Construction as of the Confirmation Date until all Distributions have been made as provided in the Plan.

4. Doe Development Class 4: Unsecured Claims.

(a) Impairment and Voting. Doe Development Class 4 consists of all of the Doe Development Unsecured Claims against Doe Development. Doe Development Class 4 is Unimpaired. Each Doe Development Class 4 Claimant is conclusively presumed to have accepted the Plan and is not entitled to vote to accept or reject the Plan pursuant to Section 1126(f) of the Bankruptcy Code.

(b) Treatment. Except to the extent that a holder of a Doe Development Allowed Unsecured Claim agrees to a different treatment, each holder of a Doe Development Allowed Unsecured Claim shall receive Cash in an amount equal to the Doe Development Allowed Unsecured Claim, on the later of (i) (x) the Closing Date or (y) the Effective Date and (ii) the date such Doe Development Allowed Unsecured Claim becomes a Doe Development Allowed Unsecured Claim, or as soon thereafter as is practicable.

5. Doe Development Class 5: Claims of Equity Interests.

(a) Impairment and Voting. Doe Development Class 5 consists of the Doe Development Equity Interests. Doe Development Class 5 is Impaired. The Doe Development Class 5 Claimants are entitled to vote to accept or reject the Plan.

(b) Treatment. The holders of Doe Development Equity Interests will receive their Pro Rata share of the proceeds of the Purchase Price allocated to Doe Development pursuant to Section 1.3(a) of the Purchase Agreement after payment in full of (i) Doe Development Allowed Administrative Claims, (ii) Doe Development Allowed Professional Claims (iii) Doe Development Allowed Priority Tax Claims, (iv) Doe Development Allowed Priority Non-Tax Claims, (v) the Amick Settlement Payment, (vi) the Doe Development Allowed Other Secured Claims, if any, and (vii) Doe Development Allowed Unsecured Claims.

L. Distributions Under the Plan.

1. Delivery of Distributions. Subject to Bankruptcy Rule 9010, all Distributions under the Plan to holders of Allowed Claims shall be made to the holder of each Allowed Claim at the address of such holder as listed on the Schedules as of the Distribution Record Date unless a Reorganized Debtor or the Estate Representative has been notified in writing of a change of address, including, without limitation, by the timely filing of a proof of Claim by such holder prior to the Distribution Record Date that provides an address for such holder different from the address reflected on the Schedules. In the event that any Distribution to any such holder is returned as undeliverable, the Estate Representative for the applicable Reorganized Debtor shall use reasonable efforts to determine the current address of such holder, but no Distribution to such holder shall be made unless and until the Estate Representative has determined the then current address of such holder, at which time such Distribution shall be made to such holder; provided, however, that, at the expiration of one (1) year from the Effective Date such Distributions shall be deemed unclaimed property and shall be treated in accordance with Section 10.4 of the Plan.

2. Distributions by Estate Representative. The Estate Representative shall make Distributions under the Plan. On the Effective Date, the Estate Representative, on behalf of holders of Allowed Classes of Claims (as more particularly set forth in this Plan) shall take all steps necessary to establish the Plan Distribution Accounts. Immediately following the Closing

pursuant to the Purchase Agreement, the Estate Representative shall transfer to the applicable Plan Distribution Accounts the proceeds from the Purchase Price. The Plan Distribution Accounts shall be established for the sole purpose of allowing Distributions to occur to all Claimants entitled to such distributions while recognizing the corporate independence of each Debtor. All Distributions required to be made under the Plan shall be made in conformity with Article X of the Plan. Disputed Claims. With respect to Disputed Claims, any Distribution otherwise payable to the holders of such claims shall be held in a reserve account by the Estate Representative pending resolution of the disputed status of such claim. After final resolution has been reached with respect to the Disputed Claims, any remaining property held in such reserve account will be distributed in accordance with the Plan.

3. Disputed Claims. Notwithstanding any other provision hereof, if any portion of a Claim is a Disputed Claim, no payment or Distribution provided hereunder shall be made on account of such Claim unless and until such Disputed Claim becomes an Allowed Claim.

4. Distribution After Allowance. Subject to any applicable restrictions in this Plan, after such time as a Unsecured Claim becomes an Allowed Claim, the Estate Representative shall distribute to the holder thereof the Distributions, if any, to which such holder is then entitled under the Plan. Such Distributions to holders of Allowed Unsecured Claims shall be made as set forth in Section 10.4 of the Plan.

5. No Partial Distribution. The Estate Representative shall not make any partial Distributions to any holder of any Disputed Claims pending resolution of such Disputed Claims.

6. Fractional Dollars. Notwithstanding anything to the contrary contained in the Plan, the Estate Representative shall not be required to make Distributions or payments of fractions of dollars. Whenever any payment of a fraction of a dollar under the Plan would otherwise be called for, the actual payment shall reflect a rounding of such fraction to the nearest whole dollar (up or down), with half dollars or less being rounded down.

7. Undeliverable Checks or Uncashed Checks. Checks issued on account of Allowed Claims shall be null and void if not negotiated within ninety (90) days after the date of issuance thereof. Any Claim in respect of such voided check shall be made in writing on or before the first subsequent Distribution after the date of the voided check. After that date, all Claims in respect of void checks shall be discharged and forever barred and the proceeds of those checks shall be treated as unclaimed property in accordance with this Plan and Section 347(b) of the Bankruptcy Code.

8. Unclaimed Property. All Distributions under the Plan that are unclaimed for a period of one (1) year after Distribution thereof shall be deemed unclaimed property under Section 347(b) of the Bankruptcy Code and any entitlement of any holder of any Claim to such Distribution shall be extinguished and forever barred.

9. Untimely Claims. Except as otherwise agreed by the Estate Representative, any Claim filed after the applicable Bar Date shall be deemed disallowed and expunged without further notice, action or order of the Bankruptcy Court, and holders of such Claims shall not receive any Distribution on account of such Claims.

10. Interest on Claims. Except as specifically provided for in the Plan, interest shall not accrue on Claims, and no holder of a Claim shall be entitled to interest accruing on or after the Effective Date on any Claim. Interest shall not accrue or be paid on any Disputed Claim in respect of the period from the Petition Date to the date a final Distribution is made thereon if that Disputed Claim becomes an Allowed Claim. Except as expressly provided herein or in a Final Order of the Court, no prepetition Claim shall be Allowed to the extent that it is for postpetition interest or other similar charges.

11. No Recourse. No claimant shall have recourse to the Debtor and the Estate Representative or the Committee other than for the enforcement of rights or Distributions.

M. Treatment of Disputed Claims.

1. Objection to Claims. The Estate Representative on behalf of the Reorganized Debtors shall be entitled to object to Claims, (other than any Claims assumed by Purchaser under the Purchase Agreement and/or settled pursuant to this Plan and/or any Settlement Agreement), including Claims set forth on the Schedules. Purchaser shall be entitled to object to any Claims assumed under the Purchase Agreement except for those claims settled pursuant to this Plan and/or any Settlement Agreement. Any such objections to Claims shall be filed and served on or before the later of (i) 60 days after the Effective Date, (ii) such date as may be fixed by the Bankruptcy Court, whether fixed before or after the date specified in clause (i) above; and (iii) 120 days after the date of filing of the applicable proof of Claim or request for payment of an Administrative Claim.

2. Resolution of Disputed Claims. Subject to the terms of the Plan with respect to previously Allowed Claims, all objections to Claims shall be litigated to a Final Order except to the extent the Estate Representative elects to withdraw any such objection or the Estate Representative and the claimant elect to compromise, settle or otherwise resolve any such objection, in which event the Estate Representative may settle, compromise or otherwise resolve any Disputed Claim without approval of the Bankruptcy Court.

3. Estimation. The Estate Representative may, at any time, request that the Bankruptcy Court estimate any Disputed Claim pursuant to section 502(c) of the Bankruptcy Code regardless of whether the Estate Representative has previously objected to such Claim, and the Bankruptcy Court will retain jurisdiction to estimate any Claim at any time, including during litigation concerning any objection to such Claim.

4. Distribution on Disputed Claims. No Distributions shall be made with respect to a Disputed Claim until such Disputed Claim becomes an Allowed Claim. In the event, and to the extent, a Disputed Claim becomes an Allowed Claim after the Effective Date, the holder of such Allowed Claim shall receive such Distributions as to which such holder is then entitled under the Plan.

N. Executory Contracts and Unexpired Leases.

1. Assumption or Rejection of Executory Contracts. All executory contracts and unexpired leases to which a Debtor is a party shall be deemed rejected, pursuant to sections 365 and 1123 of the Bankruptcy Code, on the Confirmation Date except those executory contracts or

unexpired leases that: (i) have been assumed by the Debtor (or assumed and assigned by the Debtor to third parties) on or before the Confirmation Date; (ii) are assumed (or assumed and assigned) after the Confirmation Date by a Final Order granting a motion that is pending as of the Confirmation Date; or (iii) become the subject of a dispute over the amount or manner of cure and for which the Estate Representative makes a motion to reject such contract or lease based upon the existence of such dispute.

2. Deadline to File Rejection Damage Claims. Claims against the Debtors arising out of the rejection of Executory Contracts pursuant to the Plan must be filed with the Bankruptcy Court no later than forty-five (45) days after the later of service of (a) notice of entry of an order (which order may be the Confirmation Order) approving the rejection of such Executory Contract, and (b) notice of occurrence of the Effective Date. Any such Claims not filed within such time shall be forever barred from assertion against the Debtors and any and all of their respective properties and Assets.

O. Estate Representative.

1. Termination of the Debtor; Appointment of Estate Representative. Upon the Effective Date the Estate Representative shall be appointed as provided herein, and upon such appointment the Debtors will have no rights to operate the Debtors' business or to perform any of the functions of the Debtors as specified in 11 U.S.C. § 1107 but, rather, the Estate Representative will have full and complete power to act on behalf of the Debtors in a manner consistent with and as more fully described in the Plan.

2. Estate Representative. P. Scott Wigginton, president of Grey Rock Management Solutions, LLC, shall serve as the Estate Representative. On the Effective Date, the Estate Representative will, without further action by the shareholders of Doe Development, members of Doe Investments, directors or managers of either Debtor, take possession and control of the Estates with the full and complete power to act on behalf of the Reorganized Debtors in accordance with the provisions of this Plan. The entry of the Confirmation Order shall vest authority in the Estate Representative as set forth below. The Estate Representative will be authorized to manage and administer the Distributable Assets as more fully set forth herein, if any, to unsecured creditors and shall thereupon take such steps as otherwise necessary and proper to close the Bankruptcy Cases. The Estate Representative shall take such actions as are necessary to implement the Plan including executing documents, directing payments and disbursements and filing all required reports, including final tax returns and UST quarterly reports. The Estate Representative shall have the right to object to and compromise Claims and will have the authority to prosecute and defend any Causes of Action which may arise under the applicable provisions of the Bankruptcy Code and/or other applicable law, including but not limited to those Causes of Action set forth in Bankruptcy Code Sections 542 through 553. Greyrock Management Solutions, LLC is employed by Amick to render professional services to Amick.

The Estate Representative will not be required to submit an application to be employed or subsequent applications to be compensated but, rather, the Confirmation Order will (i) constitute a finding by the Bankruptcy Court that the appointment of the Estate Representative as the management of the Reorganized Debtors satisfies the requirements of 11 U.S.C. § 1129(a)(5),

and (ii) contain a finding that the Estate Representative is not a "professional person" as that term is used in 11 U.S.C. §§ 327, 328, 329, 330, and 331, or if no such finding is made, contain a provision expressly approving and authorizing the employment and compensation of the Estate Representative on the terms set forth herein. The Estate Representative's compensation initially shall not exceed a fee of $150.00 per hour. Such hourly rate may be adjusted, subject to approval by the Bankruptcy Court after notice and a hearing. The Estate Representative will be entitled to reimbursement of any necessary expenses incurred by her in connection with administration of the Plan. The Estate Representative shall be authorized and directed to execute, deliver, file, or record such contracts, instruments, releases and other agreements and documents and take such actions on behalf of the Reorganized Debtors or the Estates, as may be necessary or appropriate to effectuate and further evidence the provisions of the Purchase Agreement or this Plan. The Estate Representative will serve in such capacity until the earliest of (i) the entry of a Final Order closing the Bankruptcy Cases; (ii) the replacement of the Estate Representative by Order of the Bankruptcy Court; or (iii) the conversion of the Bankruptcy Cases to a case under Chapter 7 and the appointment of a Chapter 7 trustee.

3. Limitation of Liability. The Estate Representative shall not be liable in any manner in the performance of her duties, except for criminal acts, malfeasance or gross recklessness, and no bond shall be required.

4. Preservation of Rights. Under the Plan, by direction of the Estate Representative, the Reorganized Debtors retain all rights of and on behalf of the Debtors and/or the Reorganized Debtors to commence and pursue any and all causes of action (under any theory of law, including, without limitation, the Bankruptcy Code, and in any court or other tribunal including, without limitation, in an adversary proceeding filed in the Debtors' Bankruptcy Cases) discovered in such investigation to the extent the Reorganized Debtors deem appropriate, other than any causes of action released by the Debtors under Article XI of the Plan. Unless causes of action against a person or entity are expressly waived, relinquished, released, compromised or settled in the Plan, or any Final Order, the Plan hereby reserves all causes of action, known or unknown, for later adjudication and therefore, no preclusion doctrine, including, without limitation, the doctrines of *res judicata*, collateral estoppel, issue preclusion, claim preclusion, estoppel (judicial, equitable or otherwise) or laches shall apply to such causes of action upon or after the Confirmation of the Plan.

P. Confirmation Process. Under the Bankruptcy Code, the following steps must be taken to confirm the Plan:

1. Solicitation of Votes. The holders of Allowed Claims in each unimpaired Class are conclusively presumed to have accepted the Plan, and the solicitation of acceptances with respect to such Classes is not required under section 1126(f) of the Bankruptcy Code. The holders of Allowed Claims deemed to have accepted the Plan shall receive with this Disclosure Statement a Notice of Non-Voting Status – Unimpaired Classes. The holders of claims in Classes that will not receive any distributions under the Plan will not receive a ballot and are conclusively presumed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code. The holders of Claims and Equity Interests deemed to have rejected the Plan shall receive with this Disclosure Statement a Notice of Non-Voting Status – Impaired Class. As to the classes of claims entitled to vote on the Plan, the Bankruptcy Code defines acceptance of the Plan by a

class of creditors as acceptance by holders of at least two-thirds in dollar amount and more than one-half in number of the claims of that class that have timely voted to accept or reject the Plan. A vote may be disregarded if the Bankruptcy Court determines, after notice and a hearing, that acceptance or rejection was not solicited or procured in good faith or in accordance with the provisions of the Bankruptcy Code. Any creditor in any impaired Class (a) whose Claim has been listed by the Debtors in the Schedules filed with the Bankruptcy Court (provided that such Claim has not been scheduled as disputed, contingent or unliquidated) or (b) who filed a proof of claim, which Claim is not the subject of an objection or request for estimation, is entitled to vote on the Plan. For a discussion of the procedures with respect to the solicitation and tabulation of votes to accept or reject the Plan, see the Disclosure Statement Order.

2. The Confirmation Hearing. The Bankruptcy Code requires the Bankruptcy Court, after notice, to hold a confirmation hearing. The Confirmation Hearing in respect of the Plan has been scheduled for _____, 2012, commencing at _____ __.m. prevailing Eastern Time, before the Honorable _____, United States Bankruptcy Judge, at the United States Bankruptcy Court for the District of South Carolina (Spartanburg). The Confirmation Hearing may be adjourned from time to time by the Bankruptcy Court without further notice except for an announcement of the adjourned date made at the Confirmation Hearing. Any objection to the confirmation of the Plan must be made in writing and specify in detail the name and address of the objector, all grounds for the objection and the amount of the Claim or other amount or description of the Interest held by the objector. Any such objection must be filed with the Bankruptcy Court and served in accordance with the Disclosure Statement Order such as to be received on or before _____, 2012, at _____ p.m. prevailing Eastern Time. Objections to confirmation of the Plan are governed by Bankruptcy Rule 9014.

3. Confirmation. At the Confirmation Hearing, the Bankruptcy Court will confirm the Plan only if all requirements of section 1129 of the Bankruptcy Code are met. Among the requirements for confirmation of a plan are that the plan is (a) accepted by all impaired classes of claims and equity interests or, if rejected by an impaired class, that the plan "does not discriminate unfairly" and is "fair and equitable" as to such class, (b) feasible, and (c) in the "best interests" of creditors and stockholders that are impaired under the plan.

Q. Acceptance.

Doe Development Classes 1,2 and 5 and Doe Investments Classes 1 and 5 are Impaired under the Plan, and holders of Doe Development Classes 1,2 and 5 Claims and Doe Investments Classes 1 and 5 Claims as of the Record Date shall be entitled to vote to accept or reject the Plan. Doe Development Classes 3 and 4 and Doe Investments Class 4 are Unimpaired under the Plan, and are, therefore, conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code

With respect to impaired Classes of Claims that are deemed to reject the Plan, the Debtor shall request that the Bankruptcy Court confirm the Plan under section 1129(b) of the Bankruptcy Code. If any other impaired Class of Claims entitled to vote does not accept the Plan by the requisite statutory majority provided in section 1126(c) of the Bankruptcy Code, the Debtor reserves the right to amend the Plan or to have the Bankruptcy Court confirm the Plan under section 1129(b) of the Bankruptcy Code or both.

R. Unfair Discrimination and Fair and Equitable Tests.

To obtain nonconsensual confirmation of the Plan, it must be demonstrated that the Plan "does not discriminate unfairly" and is "fair and equitable" with respect to each impaired, nonaccepting Class. The Bankruptcy Code provides a non-exclusive definition of the phrase "fair and equitable." Section 1129(b) of the Bankruptcy Code establishes "cram down" tests for secured creditors, unsecured creditors and equity holders, as follows.

Secured Creditors. Either (i) each impaired secured creditor retains its Liens securing its secured claim and receives on account of its secured claim deferred cash payments having a present value equal to the amount of its allowed secured claim, (ii) each impaired secured creditor realizes the "indubitable equivalent" of its allowed secured claim or (iii) the property securing the claim is sold free and clear of Liens with such Liens to attach to the proceeds of the sale and the treatment of such Liens on proceeds to be provided in clause (i) or (ii) above.

Unsecured Creditors. Either (i) each impaired unsecured creditor receives or retains under the plan property of a value equal to the amount of its allowed claim or (ii) the holders of claims and interests that are junior to the claims of the dissenting class will not receive any property under the plan.

Equity Interests. Either (i) each holder of an equity interest will receive or retain under the plan property of a value equal to the greater of the fixed liquidation preference to which such holder is entitled, or the fixed redemption price to which such holder is entitled or the value of the interest, or (ii) the holder of an interest that is junior to the nonaccepting class will not receive or retain any property under the plan.

The Plan does not "discriminate unfairly" with respect to a nonaccepting class if the value of the cash and/or securities to be distributed to the nonaccepting class is equal to, or otherwise fair when compared to, the value of the distributions to other classes whose legal rights are the same as those of the nonaccepting class.

The Plan Proponent believes that the Plan is fair and equitable and does not discriminate unfairly with respect to any Classes that vote not to accept the Plan.

S. Feasibility.

Section 1129(a)(11) of the Bankruptcy Code requires the Bankruptcy Court to make a finding that confirmation of the Plan is not likely to be followed by the liquidation, or need for further financial reorganization, of the Debtors or any successor to the Debtors under the Plan. The Distributions to be made under the Plan are not dependent upon the future financial performance of any business. Instead, consummation of the Plan is dependent upon sale of the Debtors primary real estate assets and the distribution of proceeds from such sale. Assuming that the Plan is confirmed, the Plan is necessarily feasible.

T. Miscellaneous Requirements.

Section 1129(a)(4) of the Bankruptcy Code provides that the Plan can be confirmed only if any payment made or to be made by the Debtor or by a person issuing securities or acquiring

property under the Plan for services or for costs and expenses in connection with the case or in connection with the plan and incident to the Bankruptcy Cases, has been approved by, or is subject to approval by the Bankruptcy Court as reasonable. The Plan Proponent submits that the Plan meets the requirements of section 1129(a)(4) of the Bankruptcy Code.

Section 1129(a)(5) of the Bankruptcy Code conditions confirmation on disclosure of the identity and affiliates of any individual proposed to serve after the Effective Date as a director, officer, or voting trustee of the Debtor. Section 1129(a)(5) of the Bankruptcy Code further requires that (i) appointment to or continuance in such office of such individual be consistent with the interests of Creditors and equity security holders and with public policy; and (ii) the Debtor discloses the identity of any insider who will be employed or retained by the organized entity and the nature of any compensation for such insider. As the Debtors are liquidating, the requirements of section 1129(a)(5) of the Bankruptcy Code are largely inapplicable. All persons or entities serving as officers or directors of the Debtors who have not previously been terminated shall cease serving in such capacity as of the appointment of the Estate Representative. The Estate Representative will be authorized to act on behalf of the Debtors as provided for in the Plan.

U. Best Interests Test.

With respect to each impaired Class of Claims and Equity Interests, confirmation of the Plan requires that each holder of a Claim or Equity Interest either (i) accept the Plan or (ii) receive or retain under the Plan property of a value, as of the Effective Date, that is not less than the value such holder would receive if the Debtor was liquidated under chapter 7 of the Bankruptcy Code. To determine what holders of Claims and Equity Interests in each impaired Class would receive if the Debtors were liquidated under chapter 7, the Bankruptcy Court must determine the dollar amount that would be generated from the liquidation of the Debtors' assets and properties in the context of a chapter 7 liquidation case. The cash amount that would be available for satisfaction of the Claims and Interests would consist of the proceeds resulting from the disposition of the unencumbered assets and properties, if any, of the Debtors, augmented by the unencumbered cash, if any, held by the Debtors at the time of the commencement of the liquidation case. Such cash amount would be reduced by the costs and expenses of liquidation and by such additional administrative and priority claims that might result from the termination of the Debtor's business and the use of chapter 7 for the purposes of liquidation.

The Debtors' costs of liquidation under chapter 7 would include the fees payable to a trustee in bankruptcy which include the statutory fees payable to a chapter 7 trustee, as well as those fees payable to attorneys and other professionals that such a chapter 7 trustee might engage. These claims and other claims that might arise in a liquidation case or result from the pending Bankruptcy Cases, including any unpaid expenses incurred by the Debtors during the Bankruptcy Cases, such as compensation for attorneys, financial advisors and accountants, would be paid in full from the liquidation proceeds before the balance of those proceeds would be made available to pay prepetition unsecured Claims.

To determine if the Plan is in the best interests of each Impaired Class, the present value of the distributions from the proceeds of a liquidation of the Debtors' unencumbered assets and

properties, after subtracting the amounts attributable to the foregoing claims, must be compared with the value of the property offered to such Classes of Claims under the Plan.

The Proponents believe that the value of any distributions in a chapter 7 case would be less than the value of distributions under the Plan because, among other reasons, the sale of Property to the Purchaser is the primary means of funding the Plan and the Sale to Purchaser at the Purchase Price of $8,500,000 may not happen and the Proponents would not agree to accept reduced amounts for their secured Claims in a chapter 7. Further, distributions in a chapter 7 case may not occur for a longer period of time, thereby reducing the present value of such distributions. In this regard, it is possible that distribution of the proceeds of liquidation could be delayed for a period in order for a chapter 7 trustee and its professionals to become knowledgeable about the Chapter 11 Case and the Claims against the Debtors. The fees and expenses of a chapter 7 trustee, including but not limited to the statutory fees, also would likely exceed those of the Professionals retained by the Estate Representative, thereby further reducing Cash available for distribution.

The Proponents believe that Confirmation and implementation of the Plan will provide a greater distribution to Creditors than liquidation under chapter 7 of the Bankruptcy Code. Liquidation under chapter 7 would require that a trustee be appointed and charged with liquidating the assets of the Estates, administering and adjudicating claims, and distributing the proceeds of the sale of assets of the Estates in conformity with the priority scheme of the Bankruptcy Code. The priorities of distribution provided in the Plan are similar to the priorities of distribution that a trustee would follow under chapter 7; however, treatment of claims and distributions in a chapter 7 case would likely differ significantly from treatment of claims and distributions pursuant to the Plan. Specifically, (i) the Proponents have agreed to reduce the amount of their respective Secured Claims under the Plan and will be impaired and (ii) Allowed Unsecured Claims will not be impaired under the Plan. Such treatment would be unlikely to occur under chapter 7. Additionally, administration and distribution of the Estates by a chapter 7 trustee would likely result in occurrence of administrative costs in excess of those projected under the Plan. Also, a new time period for the filing of Claims would commence under Bankruptcy Rule 1019(2), possibly resulting in the filing of additional Claims against the Estates conversion of the chapter 11 Case to a case under chapter 7 and appointment of a trustee for administration of the Estates would delay liquidation of any remaining assets and distribution of the proceeds.

Given the foregoing, the Proponents do not believe that it would be economical or in the best interest of the estate to now convert the Bankruptcy Cases to chapter 7 since (i) to do so would require, among other things, a chapter 7 trustee and his or her representatives to become familiar with numerous aspects of the case and (ii) the Purchaser may be unwilling to move forward with the purchase of the Debtors' real estate in a chapter 7 case. The resulting costs and delay and lack of institutional knowledge, could significantly impact the ultimate recovery realized by the Estates.

Attached hereto and incorporated herein as **Exhibit C**[1] is a liquidation analysis of the Debtors. This liquidation analysis, however, is based on the Debtor's good faith estimate of the aggregate amount of Claims in each Class and upon resolution of all such Claims that are Disputed Claims, based on all currently known information. The amount of the Distributions of Available Cash and Cash that ultimately will be received by a particular holder of an Allowed Claim may be adversely or favorable affected. These estimates also are based on a good faith estimate of the recovery from Causes of Action, including Avoidance Actions. For all of the reasons stated above, no representation can be, or is being, made with respect to whether the estimated Allowed amount of Claims in each Class will be accurate.

V. Effect of Confirmation of the Plan.

1. Vesting of Assets. On the Effective Date, title to the Assets shall vest in the Debtors, free and clear of all claims, liens, charges, encumbrances and interests of Creditors and Interest holders (except to the extent that such claims, Liens, charges, encumbrances and/or interests have been reinstated, or as otherwise expressly provided herein).

2. Discharge. Pursuant to section 1141(d)(3) of the Bankruptcy Code, confirmation of the Plan will not discharge the Debtors; *provided, however*, upon confirmation of the Plan and the occurrence of the Effective Date, Creditors may not seek payment or recourse against or otherwise be entitled to any distribution from the assets of the Debtors or the Estate except as expressly provided in the Plan.

3. Injunction. Except as otherwise provided in the Plan or the Confirmation Order, as of the Confirmation Date, but subject to the occurrence of the Effective Date, all Entities that have held, hold or may hold Claims or Equity Interests in the Debtors or the Estate are, with respect to any such Claims or Equity Interests, permanently enjoined from and after the Confirmation Date from: (i) commencing, conducting or continuing in any manner, directly or indirectly, any suit, action or other proceeding of any kind (including, without limitation, any proceeding in a judicial, arbitral, administrative or other forum) against or the Debtors, the Estates, or any of their property, (ii) enforcing, levying, attaching (including, without limitation, any pre-judgment attachment), collecting or otherwise recovering by any manner or means, whether directly or indirectly, any judgment, award, decree or order against the Debtors, the Estates or any of their property, (iii) creating, perfecting or otherwise enforcing in any manner, directly or indirectly, any encumbrance of any kind against the Debtors, the Estates or any of their property, (iv) asserting any right of setoff, subrogation, or recoupment of any kind, directly or indirectly, against any obligation due the Debtors, the Estates or any of their property, and (v) acting or proceeding in any manner, in any place whatsoever, that does not conform to or comply with the provisions of the Plan to the full extent permitted by applicable law.

For clarification, and notwithstanding the provisions of the Plan, nothing contained in the Plan shall effectuate a release or relinquishment of any right, claim or Cause of Action that the Debtors, the Estates or the Estate Representative may have against those Entities listed in the

[1] An updated **Exhibit C** shall be filed with this Court no later than five (5) days prior to the hearing on approval of this Disclosure Statement if Plan Proponents become aware that a material change in the liquidation analysis has occurred and may be amended, from time to time, at any time up through the date of entry of the Disclosure Statement Order and thereafter upon notice to the Bankruptcy Court.

Debtors' Schedules, Statements of Financial Affairs or any attachment to this Disclosure Statement.

4. Term of Injunctions or Stays. Unless otherwise provided in the Plan, the Confirmation Order, or a separate order of the Bankruptcy Court, all injunctions or stays arising under or entered during the Bankruptcy Cases under section 105 or 362 of the Bankruptcy Code, or otherwise, and in existence on the Confirmation Date, shall remain in full force and effect until the later of the Effective Date and the date indicated in such applicable order.

5. Releases by Debtor and the Estate.

(a) As of the Effective Date, for good and valuable consideration, the adequacy of which is hereby confirmed, each Reorganized Debtor in their individual capacities and as debtor in possession, shall forever release, waive and discharge all claims, obligations, suits, judgments, demands, debts, rights, causes of action and liabilities, whether direct or derivative, liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, then existing or thereafter arising, in law, equity or otherwise, against any party, that are based in whole or in part on any act or omission, transaction, event or other occurrence taking place on or prior to the Effective Date in any way relating to (i) the Debtors; (ii) the parties released pursuant to the Settlement Agreements, if any; (iii) any act taken or omitted to be taken on or after the Petition Date; (iv) the Disclosure Statement, the Plan, and the documents necessary to effectuate the Plan; (v) the solicitation of acceptances and rejections of the Plan; (vi) the solicitation of the Settlement Agreements, if any; (vii) the Bankruptcy Cases; (viii) the administration of the Plan; (ix) the property to be distributed under the Plan; (x) the Sale or (xi) any contract, instrument, release or other agreement or document created or entered into in connection with the Plan or the Bankruptcy Cases, against (a) the current and former directors, officers and employees (in their capacities as such) of each Debtor (other than for money borrowed from or owed to a Debtor by any such directors, officers or employees as set forth in such Debtor's books and records as of the Effective Date); (b) each Debtor's agents and Professionals; and (c) each holder of a Secured Claim and/or an Unsecured Claim that votes to accept the Plan including without limitation their current and former directors, officers, employees their agents and Professionals (in their capacities as such).

(b) Neither the Debtors and/or Reorganized Debtors, the Estates, the Plan Proponents, the Purchaser, nor any of their respective present or former officers, directors, shareholders, employees, advisors, attorneys or agents acting in such capacity or their respective affiliates, shall have or incur any liability to, or be subject to any right of action by, the Debtors or any holder of a Claim, or any other party in interest, or any of their respective agents, shareholders, employees, representatives, financial advisors, attorneys or affiliates, or any of their successors or assigns, for any act or omission in connection with, relating to, or arising out of, (a) any act taken or omitted to be taken on or after the Petition Date, (b) the Disclosure Statement, the Plan, and the documents necessary to effectuate the Plan, (c) the solicitation of acceptances and rejections of the Plan, (d) the Settlement Agreements, if any, or the solicitation thereof, (e) the Bankruptcy Cases, (f) the administration of the Plan, (g) the distribution of property under the Plan, (h) any contract, instrument, release or other agreement or document created or entered into in connection with the Plan or the Bankruptcy Case, or (i) the Sale, and in

all respects shall be entitled to rely reasonably upon the advice of counsel with respect to their duties and responsibilities under the Plan.

(c) For clarification, and notwithstanding the provisions of the Plan, nothing contained in the Plan shall effectuate a release or relinquishment of any right, claim or Cause of Action that the Debtor, the Estate or the Estate Representative may have against those Entities listed in the Debtors' Schedules, Statements of Financial Affairs or any attachment to this Disclosure Statement.

6. Causes of Action.

(a) Under the Plan, by direction of the Estate Representative, the Reorganized Debtors retain all rights of and on behalf of the Debtors and/or the Reorganized Debtors to commence and pursue any and all causes of action (under any theory of law, including, without limitation, the Bankruptcy Code, and in any court or other tribunal including, without limitation, in an adversary proceeding filed in the Debtors' Bankruptcy Cases) discovered in such investigation to the extent the Reorganized Debtors deem appropriate, other than any causes of action released by the Debtors under Article XII of the Plan. Unless causes of action against a person or entity are expressly waived, relinquished, released, compromised or settled in the Plan, or any Final Order, the Plan hereby reserves all causes of action, known or unknown, for later adjudication and therefore, no preclusion doctrine, including, without limitation, the doctrines of *res judicata*, collateral estoppel, issue preclusion, claim preclusion, estoppel (judicial, equitable or otherwise) or laches shall apply to such causes of action upon or after the Confirmation of the Plan.

(b) Except as specifically provided herein or in the Confirmation Order, nothing contained herein or in the Confirmation Order shall be deemed to be a waiver or relinquishment of any Claim, Cause of Action (including but not limited to Avoidance Actions), right of setoff, or other legal or equitable defense that the Debtors had immediately prior to the Petition Date, or have as chapter 11 Debtors from and after the Petition Date under the Bankruptcy Code or applicable law, against or with respect to any Claim left unimpaired by the Plan. The Debtors or the Estate Representative, as the case may be, shall have, retain, reserve, and be entitled to assert all such Claims, Causes of Action (including but not limited to Avoidance Actions), rights of setoff, or other legal or equitable defenses which the Debtors, the Estates, the Estate Representative or any of them had immediately prior to the Petition Date fully as if the Bankruptcy Cases had not been commenced, and all legal and equitable rights of the Debtors respecting any Claim, Cause of Action (including but not limited to Avoidance Actions), right of setoff, or other legal or equitable defense left unimpaired by the Plan may be asserted after the Confirmation Date by the Debtors or the Estate Representative to the same extent as if the Bankruptcy Cases had not been commenced.

(c) ALL CAUSES OF ACTION SHALL SURVIVE CONFIRMATION AND THE COMMENCEMENT OR PROSECUTION OF CAUSES OF ACTION SHALL NOT BE BARRED OR LIMITED BY ANY ESTOPPEL, WHETHER JUDICIAL, EQUITABLE, OR OTHERWISE. The Estate Representative's right on behalf of the Debtors to commence and prosecute Causes of Action (including but not limited to Avoidance Actions) shall not be abridged or materially altered in any manner by reason of confirmation of the Plan. No defendant

party to any Cause of Action (including but not limited to an Avoidance Action) shall be entitled to assert any defense based, in whole or in part, upon confirmation of the Plan, and confirmation of the Plan shall not have any res judicata or collateral estoppel effect upon the commencement and prosecution of Causes of Action (including but not limited to Avoidance Actions). The Confirmation Order will contain findings that the foregoing shall be sufficient for all purposes to satisfy the requirements of the standard set forth in Browning v. Levy, 283 F.3d 761 (6th Cir. 2002).

7. Preservation of Insurance. Nothing in the Plan shall diminish or impair the enforceability of any policies of insurance that may cover Claims against the Debtors or any other entity.

W. Consummation.

The Plan will be consummated on the Effective Date. The confirmation of the Plan will occur upon the satisfaction of the conditions precedent set forth in the Plan. The Effective Date of the Plan will occur on the first Business Day on which the conditions precedent to the effectiveness of the Plan, as set forth in the Plan, have been satisfied or waived pursuant to the Plan. The Plan is to be implemented pursuant to its terms, consistent with the provisions of the Bankruptcy Code.

X. Conditions to Effective Date; Modification or Revocation of the Plan.

1. Conditions to Effective Date. The Plan may not be consummated unless each of the conditions set forth below has been satisfied:

(a) The Confirmation Order shall have been entered; and

(b) All documents, instruments and agreements, in form and substance satisfactory to the Debtors, provided for under or necessary to implement the Plan, shall have been executed and delivered by the parties thereto, unless such execution or delivery has been waived by the Debtors.

2. Modification of the Plan. The Plan Proponent may alter, amend, or modify the Plan under section 1127 of the Bankruptcy Code at any time prior to the Effective Date. After the Effective Date, the Debtors and the Estate Representative may institute proceedings in the Bankruptcy Court to remedy any defect or omission or reconcile any inconsistencies in the Plan or the Confirmation Order, or to address such matters as may be necessary to carry out the purposes and effects of the Plan. Notwithstanding any reference herein to the forms of documents to be filed with the Bankruptcy Court prior to the Confirmation Hearing, and without limiting the preceding portions of this Article, the Plan Proponent may make any non-material changes to such forms prior to the Effective Date.

3. Revocation of the Plan. The Plan Proponent reserves the right to revoke or withdraw the Plan prior to the Confirmation Date. If the Plan Proponent revokes or withdraws the Plan, or if confirmation of the Plan does not occur, then the Plan shall be null and void, and nothing contained herein shall: (i) constitute a waiver or release of any Claims by or against, or

Liens in property of, the Debtors; or (ii) serve as an admission of fact or conclusion of law or otherwise prejudice in any manner the rights of the Debtors in any further proceedings involving the Debtors.

IV. RISK ASSOCIATED WITH THE PLAN

HOLDERS OF CLAIMS AGAINST AND EQUITY INTERESTS IN THE DEBTORS SHOULD READ AND CONSIDER CAREFULLY THE FACTORS SET FORTH BELOW, AS WELL AS THE OTHER INFORMATION SET FORTH IN THIS DISCLOSURE STATEMENT (AND THE DOCUMENTS DELIVERED TOGETHER HEREWITH AND/OR INCORPORATED BY REFERENCE THEREIN), PRIOR TO VOTING TO ACCEPT OR REJECT THE PLAN. THESE RISK FACTORS SHOULD NOT, HOWEVER, BE REGARDED AS CONSTITUTING THE ONLY RISKS INVOLVED IN CONNECTION WITH THE PLAN AND ITS IMPLEMENTATION.

A. Parties in interest may object to the Plan Proponent's classification of Claims.

Section 1122 of the Bankruptcy Code provides that the Plan may place a claim or an interest in a particular class only if such claim or interest is substantially similar to the other claims or interests of such class. The Plan Proponent believes that the classification of claims and interests under the Plan complies with the requirements set forth in the Bankruptcy Code. However, the Plan Proponent cannot assure you that parties in interest and/or the Bankruptcy Court will reach the same conclusion.

B. The commencement of the Bankruptcy Cases may have negative implications under certain contracts of the Debtors.

The Debtors are party to various contractual arrangements under which the commencement of the Bankruptcy Cases and the other transactions contemplated by the Plan could, subject to the Debtors' rights and powers under sections 362 and 365 of the Bankruptcy Code, (i) result in a breach, violation, default or conflict, (ii) give other parties thereto rights of termination or cancellation, or (iii) have other adverse consequences for the Debtors. The magnitude of any such adverse consequences may depend on, among other factors, the diligence and vigor with which other parties to such contracts may seek to assert any such rights and pursue any such remedies in respect of such matters, and the ability of the Debtors prior to the Effective Date or the Estate Representative following the Effective Date to resolve such matters on acceptable terms through negotiations with such other parties or otherwise.

C. The Plan Proponent may not be able to secure confirmation of the Plan.

1. Risk of Non-Confirmation of the Plan. Although the Plan Proponent believes that the Plan will satisfy all requirements necessary for confirmation of the Bankruptcy Court, there can be no assurance that the Bankruptcy Court will reach the same conclusion. Moreover, there can be no assurance that modifications to the Plan will not be required for confirmation or that such modifications would not necessitate the solicitation of votes.

2. Non-Consensual Confirmation. In the event any impaired Class of Claims or Equity Interests does not accept the Plan, the Bankruptcy Court may nevertheless confirm the Plan at the Plan Proponent's request if at least one impaired Class has accepted the Plan (such acceptance being determined without including the vote of any "insider" in such Class), and as to each impaired Class that has not accepted the Plan, if the Bankruptcy Court determines that the Plan "does not discriminate unfairly" and is "fair and equitable" with respect to the dissenting impaired classes. The Plan Proponent believes that the Plan satisfies these requirements.

D. The Plan Proponent may object to the amount or classification of your Claim.

The Plan Proponent reserves the right to object to the amount or classification of any Claim. The estimates set forth in this Disclosure Statement cannot be relied on by any creditor whose Claim is subject to an objection. Any such Claim holder may not receive its specified share of the estimated distributions described in this Disclosure Statement.

E. The information in this Disclosure Statement is based on estimates, which may turn out to be incorrect.

The information in this Disclosure Statement is based upon Claims reflected in the Schedules and a preliminary review of the Claims filed as of the date hereof. Upon the passage of the Bar Date and the completion of a detailed analysis of the proofs of claim, the actual amount of Claims may differ from the current estimates. Further, the amounts of Disputed Claims that ultimately are allowed by the Bankruptcy Court may be significantly more or less than the estimated amount of such Claims. The actual aggregate amount of Allowed Claims may differ significantly from the estimates set forth in this Disclosure Statement. Accordingly, the amount of the Distributions that ultimately will be received by a particular holder of an Allowed Claim may be adversely or favorably affected by the aggregate amount of Claims ultimately Allowed.

V. CERTAIN FEDERAL INCOME TAX CONSEQUENCES OF THE PLAN

No rulings or determinations by the Internal Revenue Service have been obtained or sought by the Debtors with respect to the Plan. The Plan does not purport to address the federal income tax consequences of the Plan to particular classes of taxpayers (such as foreign persons, S corporations, mutual funds, small business investment companies, regulated investment companies, broker-dealers, insurance companies, tax-exempt organizations and financial institutions) or the state, local or foreign income and other tax consequences of the Plan.

NO REPRESENTATIONS ARE MADE REGARDING THE PARTICULAR TAX CONSEQUENCES OF THE PLAN TO ANY HOLDER OF A CLAIM OR INTEREST. EACH HOLDER OF A CLAIM OR EQUITY INTEREST IS STRONGLY URGED TO CONSULT A TAX ADVISOR REGARDING THE FEDERAL, STATE, LOCAL AND FOREIGN TAX CONSEQUENCES OF THE TRANSACTIONS DESCRIBED HEREIN AND IN THE PLAN.

THE FOREGOING DISCUSSION OF CERTAIN FEDERAL INCOME TAX CONSEQUENCES IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT TAX ADVICE. ACCORDINGLY, THE INFORMATION CONTAINED HEREIN IS NOT

INTENDED OR WRITTEN TO BE USED, AND CANNOT BE USED, FOR THE PURPOSES OF (i) AVOIDING PENALTIES UNDER THE INTERNAL REVENUE CODE, OR (ii) PROMOTING, MARKETING OR RECOMMENDING TO ANOTHER PARTY ANY TRANSACTION OR MATTER ADDRESSED HEREIN. ADDITIONALLY, HOLDERS OF CLAIMS SHOULD CONSULT THEIR TAX ADVISORS WITH RESPECT TO THE TAX CONSEQUENCES OF THE PLAN, INCLUDING THE APPLICABILITY AND EFFECT OF FEDERAL, STATE, LOCAL, FOREIGN AND OTHER TAX LAWS.

VI. ALTERNATIVES TO CONFIRMATION AND CONSUMMATION OF THE PLAN

A. Liquidation Under Chapter 7.

If the Plan can not be confirmed, the Bankruptcy Cases may be converted to a case under chapter 7 of the Bankruptcy Code in which case a trustee will be appointed to liquidate the assets of the Debtors. It is impossible to predict precisely how the proceeds of a liquidation of the Debtors' assets under chapter 7 of the Bankruptcy Code would be distributed to the respective holders of Claims against or Equity Interests in the Debtors. However, the Debtors believe that liquidation under chapter 7 would result in, among other things, (i) smaller distributions being made to creditors than those provided for in the Plan because of additional administrative expenses attendant to the appointment of a trustee and the trustee's employment of attorneys and other professionals, and (ii) additional expenses and claims, some of which may be entitled to priority.

B. Alternative Plan of Reorganization.

If the Plan is not confirmed, the Plan Proponent or any other party in interest could attempt to formulate a different plan with respect to the Debtors. Such a plan would necessarily involve the orderly liquidation of the Debtors' assets. The Debtors have concluded that the Plan represents the best alternative to protect the interests of creditors and other parties in interest.

Further, the Debtors believe that the Plan enables the Debtors to maximize the value of their assets, allowing its creditors to realize the highest recoveries under the circumstances. In a liquidation under Chapter 11 of the Bankruptcy Code, no chapter 7 trustee, who would likely have less familiarity with the Bankruptcy Cases than the Estate Representative, will need to be appointed, thus minimizing the administrative expenses of the Debtors' estates. Accordingly, the Plan Proponent believes that the creditors of the Debtors will receive greater recoveries through the Plan than in a chapter 7 liquidation.

VII. MISCELLANEOUS

A. Securities and Exchange Commission

Notwithstanding any provision herein to the contrary, no provision of the Plan, the Disclosure Statement or the Confirmation Order shall (i) discharge or release the Debtors or any other person or entity from any right, any claim (which as to any claim against property of the

Debtors' Estates' has been timely and properly asserted in the Bankruptcy Cases), any cause of action or any power or any interest held or assertable by the United States Securities and Exchange Commission or (ii) enjoin, impair or delay the United States Securities and Exchange Commission from commencing or continuing any claims, causes of action, proceedings or investigations against the Debtors or any other person or entity in any non-bankruptcy forum, provided however, that any enforcement of a claim (as defined in the Bankruptcy Code) or monetary judgment, if any, against the Estate and/or property of the Debtors' Estates, will be brought strictly in accordance with the Bankruptcy Code, the Bankruptcy Rules and orders of the Bankruptcy Court in the Bankruptcy Cases.

VIII. CONCLUSION AND RECOMMENDATION

The Plan Proponent believes that confirmation and implementation of the Plan is preferable to any of the alternatives described above because it will provide the greatest recoveries to holders of Claims. Other alternatives would involve delay, uncertainty and substantial administrative costs. The Plan Proponent urges holders of impaired Claims entitled to vote on the Plan to accept the Plan.

Respectfully submitted,

C5-MFB PROPERTIES, LLC

By: _____

Name: _____

Its: _____

_____

BILLY L. AMICK