
THIS PROPOSED DISCLOSURE STATEMENT HAS NOT BEEN APPROVED UNDER SECTION 1125(b) OF THE BANKRUPTCY CODE BY THE BANKRUPTCY COURT AS CONTAINING ADEQUATE INFORMATION FOR USE IN CONNECTION WITH THE SOLICITATION OF ACCEPTANCES OR REJECTIONS OF THE PLAN OF REORGANIZATION DESCRIBED HEREIN. ACCORDINGLY, THE FILING AND DISSEMINATION OF THIS PROPOSED DISCLOSURE STATEMENT ARE NOT INTENDED AND SHOULD NOT IN ANY WAY BE CONSTRUED AS A SOLICITATION OF VOTES ON THE PLAN, NOR SHOULD THE INFORMATION CONTAINED HEREIN BE RELIED UPON FOR ANY PURPOSE BEFORE A DETERMINATION BY THE BANKRUPTCY COURT THAT THE PROPOSED DISCLOSURE STATEMENT CONTAINS ADEQUATE INFORMATION.

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IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF UTAH, CENTRAL DIVISION

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| <p>In re:</p> <p>GRASS VALLEY HOLDINGS, L.P.</p> <p>Debtor.</p> | <p>Bankruptcy No. 15-24513</p> <p>(Chapter 11)</p> <p>DISCLOSURE STATEMENT WITH RESPECT TO DEBTOR'S PLAN OF REORGANIZATION</p> |
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IMPORTANT

THIS DISCLOSURE STATEMENT IS SUBMITTED TO ALL CREDITORS OF GRASS VALLEY HOLDINGS, L.P. ENTITLED TO VOTE ON THE PLAN OF REORGANIZATION HEREIN DESCRIBED, AND CONTAINS INFORMATION THAT MAY AFFECT YOUR DECISION TO ACCEPT OR REJECT THE PLAN OF REORGANIZATION. THIS DISCLOSURE STATEMENT IS INTENDED TO PROVIDE ADEQUATE INFORMATION AS REQUIRED BY THE BANKRUPTCY CODE AS TO THE PLAN OF REORGANIZATION. ALL CREDITORS AND INTEREST HOLDERS ARE URGED TO READ THE DISCLOSURE STATEMENT AND ATTACHMENTS WITH CARE AND IN THEIR ENTIRETY. ON [_____, 2017], THE BANKRUPTCY COURT APPROVED THIS DISCLOSURE STATEMENT AS CONTAINING ADEQUATE INFORMATION UNDER SECTION 1125(b) OF THE BANKRUPTCY CODE. SOLICITATION OF ACCEPTANCE OR REJECTION OF THE PLAN OF REORGANIZATION HEREIN DESCRIBED AND ATTACHED AS EXHIBIT A, IS BEING SOUGHT FROM CREDITORS AND INTEREST HOLDERS WHOSE CLAIMS AGAINST, AND INTERESTS IN THE DEBTOR, ARE IMPAIRED UNDER THE PLAN OF REORGANIZATION. CREDITORS AND INTEREST HOLDERS ENTITLED TO VOTE ON THE PLAN OF REORGANIZATION ARE URGED TO VOTE IN FAVOR OF THE PLAN AND TO RETURN THE BALLOT INCLUDED WITH THIS DISCLOSURE STATEMENT UPON COMPLETION IN THE ENVELOPE PROVIDED.

Grass Valley Holdings, L.P., Debtor and Debtor in Possession ("**Debtor**") submits this disclosure statement (the "**Disclosure Statement**") in support of its proposed Plan of Reorganization dated April 27, 2017 (the "**Plan**"), a copy of which is attached as Exhibit "A".

I. INTRODUCTION

The Debtor has prepared this Disclosure Statement to provide creditors with adequate information upon which to make an informed decision whether to accept or reject the Debtor's Plan. Debtor's proposed Plan is to fund payments under the Plan from accumulated and ongoing revenues derived from leasing its real properties. The Debtor will be able to pay in full all non-insider unsecured claims from funds generated by the operation of the Debtor's business. Starr B, L.C. ("**Starr B**"), a creditor with a large claim only partially secured by one of the commercial Debtor's properties, has agreed to accept a lump sum payment in a compromised amount in full satisfaction of its claim. Subsequent refinancing of the Debtor's real property in Spanish Fork or Lehi will allow the Debtor to pay the agreed amount to Starr B.

II. GENERAL INFORMATION

A. Background of Proceedings: The Debtor filed a voluntary petition in the United States Bankruptcy Court for the District of Utah ("**Bankruptcy Court**" or "**Court**") under Chapter 11 of the United States Bankruptcy Code ("**Code**") on May 15, 2015. The filing

was necessitated by actions of GW Green Family Limited Partnership (“**GW Green Partnership**”), the holder of two deeds of trust against the commercial real property of the Debtor’s located in Springville, Utah (the “**Springville Property**”), scheduling a non-judicial foreclosure sale on the Springville Property for May 18, 2015. The predecessor to GW Green Partnership under the deeds of trust had notified tenants of the Springville Property in July 2014 that it was entitled to be paid the rents from that property and had begun collecting rents. The Debtor was unable to refinance the Springville Property because Garth O. Green Enterprises (“**Green Enterprises**”), an entity closely related to GW Green Partnership, had filed notices of lis pendens against the Springville Property and several other properties owned by the Debtor in connection with a state court lawsuit Green Enterprises had brought against the Debtor and others. Since the filing of the bankruptcy petition the Debtor has operated as a debtor-in-possession.

B. Purpose of Disclosure Statement: Grass Valley Holdings, L.P., submits this Disclosure Statement under section 1125 of the Bankruptcy Code and Bankruptcy Rule 3016. The purpose of this Disclosure Statement is to disclose “adequate information” to enable creditors who are entitled to vote to arrive at a reasonably informed decision in exercising their rights to vote on the Plan of Reorganization dated April 27, 2017 (the “**Plan**”). A copy of the Plan is attached as Exhibit A. Capitalized terms used but not defined in this Disclosure Statement shall have the meanings assigned to them in Article I of the Plan or in the Bankruptcy Code and Bankruptcy Rules. All section references in this Disclosure Statement are to the Bankruptcy Code unless otherwise indicated. The Debtor provides this Disclosure Statement to all holders of claims and interests and other parties in interest of the Debtor in order to provide "adequate information" within the meaning of 11 U.S.C. § 1125, as far as is reasonably practicable in light of the nature and history of the business and records of the Debtor. This information is provided to parties in interest so that they might make an informed judgment whether to accept or reject the Plan, and whether, by objection, to oppose the Plan.

The Debtor has promulgated the Plan consistent with the provisions of the Bankruptcy Code. The purpose of the Plan is to provide the maximum recovery to each Class of Claims considering the assets and anticipated funds available for distribution to creditors. The Debtor believes that the Plan permits the maximum recovery for all Classes of Claims.

This Disclosure Statement is not intended to replace a careful review and analysis of the Plan, including the specific treatment of Claims under the Plan. It is submitted as an aid and supplement to your review of the Plan to explain the terms of the Plan. Every effort has been made to explain fully various aspects of the Plan as they affect creditors. If any questions arise, the Debtor urges you to contact its counsel to attempt to resolve your questions. You may, of course, wish to consult with your own counsel.

C. Exclusive Source of Information:

NO SOLICITATION OF VOTES HAS BEEN OR MAY BE MADE EXCEPT PURSUANT TO THIS DISCLOSURE STATEMENT AND SECTION 1125 OF THE BANKRUPTCY CODE, AND NO PERSON HAS BEEN AUTHORIZED TO USE ANY INFORMATION CONCERNING THE DEBTOR TO SOLICIT ACCEPTANCES OR REJECTIONS OF THE PLAN OTHER THAN THE INFORMATION CONTAINED IN THIS DISCLOSURE STATEMENT. CREDITORS SHOULD NOT RELY ON ANY INFORMATION RELATING TO THE DEBTOR OTHER THAN THAT CONTAINED IN THIS DISCLOSURE STATEMENT AND THE EXHIBITS ATTACHED.

EXCEPT AS SET FORTH IN THIS DISCLOSURE STATEMENT AND THE EXHIBITS, NO REPRESENTATION CONCERNING THE DEBTOR, ITS ASSETS, PAST OPERATIONS, OR CONCERNING THE PLAN IS AUTHORIZED, NOR ARE ANY SUCH REPRESENTATIONS TO BE RELIED UPON IN ARRIVING AT A DECISION WITH RESPECT TO THE PLAN. ANY REPRESENTATIONS MADE TO SECURE ACCEPTANCE OR REJECTION OF THE PLAN OTHER THAN AS CONTAINED IN THIS DISCLOSURE STATEMENT SHOULD BE REPORTED TO COUNSEL FOR THE DEBTOR.

UNLESS ANOTHER TIME IS SPECIFIED, THE STATEMENTS CONTAINED IN THIS DISCLOSURE STATEMENT ARE MADE AS OF THE DATE HEREOF. NEITHER DELIVERY OF THIS DISCLOSURE STATEMENT NOR ANY EXCHANGE OF RIGHTS MADE CONCERNING THE DISCLOSURE STATEMENT AND THE PLAN SHALL UNDER ANY CIRCUMSTANCES IMPLY THAT THERE HAS BEEN NO CHANGE IN THE FACTS SET FORTH HEREIN SINCE THE DATE OF THE DISCLOSURE STATEMENT AND THE MATERIALS RELIED UPON IN PREPARATION OF THE DISCLOSURE STATEMENT WERE COMPILED.

WHILE THE INFORMATION PROVIDED HEREIN IS BELIEVED RELIABLE, THE DEBTOR HAS NOT UNDERTAKEN TO VERIFY OR INVESTIGATE SUCH INFORMATION, AND MAKES NO REPRESENTATION AS TO THE ACCURACY OR COMPLETENESS OF THE INFORMATION.

DISTRIBUTION OF THIS DISCLOSURE STATEMENT SHOULD NOT BE CONSTRUED AS ANY REPRESENTATION OR WARRANTY AT ALL, EITHER EXPRESS OR IMPLIED, BY THE DEBTOR OR ITS PROFESSIONAL CONSULTANTS THAT THE PLAN IS FREE FROM RISK, THAT THE ACCEPTANCE OF THE PLAN WILL RESULT IN A RISK-FREE RESTRUCTURING OF THE DEBTOR'S OBLIGATIONS OR THAT THE OBLIGATIONS OF THE DEBTOR AS RESTRUCTURED BY THE PLAN WILL BE FULLY PERFORMED IN THE FUTURE WITHOUT RISK OF FURTHER DEFAULT.

THE APPROVAL OF THIS DISCLOSURE STATEMENT BY THE BANKRUPTCY COURT DOES NOT CONSTITUTE AN ENDORSEMENT BY THE BANKRUPTCY COURT OF THE PLAN OR A GUARANTEE OF THE ACCURACY OR THE COMPLETENESS OF THE INFORMATION CONTAINED HEREIN.

THIS DISCLOSURE STATEMENT AND THE PLAN ATTACHED SHOULD BE READ IN THEIR ENTIRETY BEFORE VOTING ON THE PLAN. FOR THE CONVENIENCE OF HOLDERS OF CLAIMS, THE TERMS OF THE PLAN ARE SUMMARIZED IN THIS DISCLOSURE STATEMENT, BUT ALL SUMMARIES ARE QUALIFIED IN THEIR ENTIRETY BY THE PLAN, WHICH CONTROLS IN CASE OF ANY INCONSISTENCY. YOU ARE ENCOURAGED TO CONSULT WITH AN ATTORNEY AND ACCOUNTANT TO FULLY UNDERSTAND THE PLAN AND THE EFFECT IT MAY HAVE UPON YOUR RIGHTS.

D. Voting on the Plan:

1. Procedures for Voting: A ballot for voting on the Plan is enclosed with the Disclosure Statement. Please review the ballot carefully and fill out all parts of the ballot. In order to be counted, the completed ballot must be returned so that it is received no later 4:30 p.m. at least two (2) business days prior to the date fixed for the commencement of the hearing on confirmation of the Plan at the following address:

Clerk, United States Bankruptcy Court
Frank E. Moss U.S. Courthouse
350 South Main Street, 3rd Floor
Salt Lake City, Utah 84101

Under the Bankruptcy Code, your acceptance of the Plan may not be solicited unless you receive a copy of this Disclosure Statement prior to or concurrently with such solicitation.

2. Persons Entitled to Vote on the Plan: Holders of claims and interests allowed under § 502 of the Bankruptcy Code are entitled to vote on the Plan. The Plan divides the holders of claims and interests into separate classes. Classes impaired under the Plan are entitled to vote, unless no compensation or payment is provided for such class, in which event such class is conclusively deemed not to have accepted the Plan. Generally, and subject to the specific provision of the Bankruptcy Code, impaired classes include Creditors whose rights are altered by the Plan or who will receive less than full payment of their claims on the Effective Date. The Debtor believes that Class 1-A, 1-B and 1-C Claims (Utah County Treasurer), Class 2 Claims (Uintah County Treasurer), Class 5 Claims (Starr B, L.C.), Class 6 Claims (General Unsecured Claims), and Class 7 Claims (Unsecured Claims Held by Insiders) are impaired under the Plan. Therefore, holders of Allowed Claims in Classes 1-A, 1-B, 1-C, 5, 6 and 7 are entitled to vote to accept or to reject the Plan.

E. Confirmation of Plan:

1. Hearing on Confirmation: The Bankruptcy Court has set the date and time for a hearing to determine whether the Plan has been accepted by the requisite number of Creditors and whether the other requirements for confirmation of the Plan have been satisfied. Each Creditor and interest holder will receive, either with this Disclosure Statement or separately, a notice of the date set for the Court's hearing on confirmation of the Plan.

2. Acceptances Necessary to Confirm the Plan: At the scheduled confirmation hearing, the Court must determine, among other things, whether each impaired class has accepted the Plan. Under Section 1126 of the Bankruptcy Code, an impaired class of claims is deemed to have accepted the Plan if the Plan is accepted by Creditors in that class holding at least two-thirds in amount and more than one-half in number of the Allowed Claims of the class, as determined by those Creditors who vote to accept or to reject the Plan. Further, unless there is a unanimous acceptance of the Plan by an impaired class, the Court must also determine that, with respect to such class, each holder of a claim or interest will receive property of a value as of the Effective Date of the Plan, that is not less than the amount that such holder would receive if the Debtor's estate were liquidated under Chapter 7 of the Bankruptcy Code on the Effective Date of the Plan. In determining acceptances of the Plan, votes of Creditors or interest holders will be counted only if submitted by a Creditor whose claim or interest is duly scheduled and is due and owing and is not disputed, contingent or unliquidated, or who has timely filed with the Court a proof of claim or interest which has not been disallowed or suspended prior to computation of the votes on the Plan. The deadline for filing proofs of claim in this case was September 21, 2015 for non-governmental entities. The ballot which you received does not constitute a proof of claim or interest.

3. Confirmation of Plan without Necessary Acceptances: The Plan may be confirmed, even if it is not accepted by all of the classes of Creditors, if the Bankruptcy Court finds that the Plan does not discriminate unfairly and is fair and equitable with respect to the classes that are impaired and have not accepted the Plan. Provisions for such confirmation are set forth in Section 1129(b) of the Bankruptcy Code and if necessary, the Debtor will rely upon such provisions to seek Confirmation of the Plan.

The Debtor believes that the Plan provides parties in interest with the best opportunity to realize the most value reasonably to be expected on account of Claims against the Debtor. Accordingly, the Debtor urges parties to accept the Plan.

III. SUMMARY OF PLAN

The following is a summary of the Plan. For greater detail and comprehensive understanding, parties in interest should read the entire Plan which accompanies this Disclosure Statement. The summary of the Plan which follows, for the most part, contains the substantive portions of the Plan, such as treatment of claims and strategies for reorganization. It omits the

procedural features of the Plan, such as mechanisms for objecting to claims, distributions of dividends, and conduct of post-confirmation litigation.

Administrative Expense Claims shall generally be paid in full in Cash on the later of (i) the date such Allowed Administrative Expense Claim becomes due in accordance with its terms, and (ii) the Effective Date. Holders of Administrative Expense Claims may agree to a different treatment under the Plan. If the Debtor disputes any portion of an Administrative Expense Claim, the Debtor shall pay such Claim within 30 days after the entry of a Final Order with respect to the allowance of such disputed Administrative Expense Claim.

Priority Tax Claims shall be paid either (i) upon such terms as may be agreed to between the Debtor and such holder of an Allowed Priority Tax Claim, or (ii) in full in Cash on the later of the Effective Date or the date that such Allowed Priority Tax Claim would have been due if the Bankruptcy Case had not been commenced.

Holders of secured claims for the payment of real property taxes shall be paid as of the Effective Date. Holders of other fully-secured claims shall be paid according to the terms of their loan documents. Starr B, which holds a claim that is partially secured by real property and partially unsecured, shall be paid a lump sum of \$1,000,000 in full satisfaction of its claims within 6 months of the Effective Date.

Holders of General Unsecured Claims shall be paid 100% of the principal amount of such holder's claim, plus interest at the rate provided for federal judgments that was in effective under 28 U.S.C. § 1961 as of the Petition Date. Holders of General Unsecured Claims shall be paid on the later of (i) the Effective Date; and (ii) the date the amount of a disputed General Unsecured Claim becomes Allowed.

Other than Claims and Causes of Action expressly released under the Plan, the Debtor reserves its right to prosecute any and all Claims and Causes of Action held by the Estate.

IV. THE DEBTOR

A. General:

The Debtor is a Utah limited partnership, organized in 1998 under the laws of the State of Utah for the purpose of holding and managing commercial real property. The initial partners of the Debtor were Grass Valley Management, L.C., an entity controlled by Randall Harward, Richard Harward, and Calvin Harward, holds a 1% partnership interest and is the general partner of the Debtor. Wolf Hollow Investments, L.P., Apple Blossom Investments, L.P., and P.C. Maak Investments, L.P., each hold 33% limited partnership interests in the Debtor. Ownership of the Debtor has remained unchanged since its formation.

B. Pre-Petition Litigation and Foreclosure Proceedings:

1. Garth O. Green Enterprises, Inc. Lawsuit. Garth O. Green Enterprises, Inc. (“**Green Enterprises**”) and others initiated a lawsuit against the Debtor, its principals Randall, Calvin, and Richard Harward, as well as against Harward Irrigation Systems in February 2013 (the “**Green Enterprises Lawsuit**”). The Green Enterprises Lawsuit asserted a number of claims against the Debtor, including breach of contract, breach of covenant of good faith and fair dealing, and fraud in connection with alleged agreement by the Debtor to lease to Green Enterprises five of the Debtor’s commercial properties (those located in Springville, Orem, Lehi, Sandy and Roosevelt, Utah) in conjunction with a transaction under which Green Enterprises would purchase the assets of Harward Irrigation. Standard Plumbing Supply Company, Inc. (“**Standard Plumbing**”), with whom the Debtor had entered into a contract to lease commercial properties, was subsequently added as a co-defendant. Standard Plumbing asserted cross-claims for breach of contract against the Debtor, seeking indemnification, monetary damages, attorneys’ fees and costs.

Green Enterprises filed notices of *lis pendens* against the Debtor’s commercial properties located in Springville, Orem, Lehi, Sandy and Roosevelt, Utah in connection with the Green Enterprises Lawsuit. Thereafter, a Green-controlled entity, GW Green Partnership purchased promissory notes originally executed in favor of Barnes Bank that were secured by Deeds of Trust against the Debtor’s commercial property located in Springville, Utah (the “**Springville Property**”). The *lis pendens* prevented the Debtor from selling or refinancing the Springville Property or any of its other commercial properties.

The Debtor asserted counterclaims against Green Enterprises for quiet title, tortious interference, defamation, and wrongful lien. The Debtor denied that it had any contract with or liability to Green Enterprises. The Debtor also denied Standard Plumbing’s cross-claims.

The Debtor filed a motion in state court seeking the release of the notices of *lis pendens* against its commercial properties. Standard Plumbing also filed a motion asking the state court to release the *lis pendens*. Both the Debtor’s and Standard Plumbing’s motions seeking to compel the release of the *lis pendens* were denied by the state court.

The Green Enterprises Lawsuit, which was originally filed in Fourth District Court for Utah County, Utah as Case No. 130400184, was removed to the bankruptcy court after the bankruptcy filing. Although the claims of Green Enterprises and related parties against the Debtor have been settled through a settlement agreement approved by the Bankruptcy Court, and Judge Nuffer recently dismissed Green Enterprises claims against Standard Plumbing and imposed sanctions against its attorneys, Standard Plumbing’s cross-claims against the Debtor are still pending in that lawsuit. The Green Enterprises Lawsuit is now pending before the United States District Court for the District of Utah as 2:15-cv-00556-DN as a result of the district court withdrawing the reference of the proceeding.

C. **Assets:** The Debtor's current assets total approximately \$12,500,000 as shown on the balance sheet attached hereto as **Exhibit B**. As of the Petition Date, the Debtor's principal assets were:

1. **Real Property**¹

- (a) **Sandy Property:** Commercial real property owned by the Debtor located at 8451 South Sandy Parkway, Sandy, Utah consisting of 1.67 acres and a 12,600 sq. ft. commercial building. The Debtor believes the value of the Sandy Property is approximately \$1,500,000 based upon property tax notices and market conditions.
- (b) **Orem Property:** Commercial real property owned by the Debtor located at 150 West Center Street, Orem, Utah consisting of 2.01 acres and an 11,700 sq. ft. commercial building. The Debtor believes the value of the Orem Property is approximately \$2 million based on property tax notices and market conditions.
- (c) **Lehi Property:** Commercial real property owned by the Debtor located at 4161 North Thanksgiving Way, Lehi, Utah consisting of 1.45 acres and a 38,000 sq. ft. commercial building. The Debtor believes the value of the Lehi Property is approximately \$5.8 million based on property tax notices and market conditions.
- (d) **Spanish Fork Property:** Commercial real property owned by the Debtor located at 1350 North Main Street, Spanish Fork, Utah consisting of 4.09 acres and an 11,800 sq. ft. commercial building. The Debtor believes the value of the Spanish Fork Property is approximately \$1.9 million based on property tax notices and market conditions.
- (e) **Jensen Property:** 14.01 acres of raw land owned by the Debtor set apart for riparian habitat located at approximately 9800 East 5500 South, Jensen, Utah. The Debtor believes the value of this land is approximately \$10,000 based upon the property tax notices.
- (f) **Springville Property (owned by Debtor on Petition Date but no longer property of the estate):** Commercial real property formerly owned by the Debtor located at 940 South 2000 West, Springville, Utah consisting of 18.36 acres of land and a 78,000 sq. ft. commercial building. An appraisal by Valbridge Associates valued the Springville Property at \$8.4 million as of July 7, 2015. Utah County tax assessments valued the Springville Property at \$5,575,500. GW Green

¹ Secured creditor GW Green Partnership foreclosed on the Springville Property after the bankruptcy court granted it relief from the automatic stay pursuant to a settlement agreement between the Debtor, GW Green Partnership, and others described in more detail in Section V, paragraph G below. The Debtor subsequently transferred ownership of the Roosevelt Property to Green Enterprises as part of a bankruptcy court-approved settlement agreement. See Section V, paragraph H below. The Debtor still holds title to the other real property.

Partnership filed a proof of claim asserting a secured claim in the amount of \$6,351,541.07, plus additional accruing interest at default rate totaling 18% per annum, plus additional accruing attorney's fees. The Springville Property was foreclosed on by GW Green Partnership. *See* footnote 1.

- (g) Roosevelt Property (owned by Debtor on Petition Date but no longer property of the estate): Commercial real property formerly owned by the Debtor located at 2609 West Highway 40, Roosevelt, Utah consisting of 2.69 acres of land, a 6,000 sq. ft. commercial building, and two 3-bedroom apartments (1,800 sq. ft.). The Debtor believed the value of the Roosevelt Property was approximately \$700,000 as of the Petition Date, but believes the value declined after that time because of depressed market conditions for commercial real estate in the Uintah Basin area of Utah. *See* footnote 1.

2. Other Assets:

- (a) Cash: As of March 31, 2017, the Debtor had \$88,027 in cash.
- (b) Interest in University Courtyard Apartments, LLC: The Debtor holds a 40% membership interest in University Courtyard Apartments, a limited liability company that owns apartment in Rexburg, Idaho. The Debtor estimates the value of its interest to be approximately \$980,000.
- (c) Insurance Policy Cash Value: The Debtor owned life insurance policies on key principals in connection with a buy-sell agreement relating to interests in the Debtor. The insurance policies had a total surrender value of the approximately \$295,000 as of the Petition Date.
- (d) Accounts Receivable: The Debtor believes there is little, if any, value in its prepetition accounts receivable due to the fact that account debtors are either no longer operating, are insolvent, or that the debts are otherwise uncollectible.

D. Liabilities: As of the Petition Date, the amount claimed by GW Green Partnership secured by the Springville Property was \$6,351,541.07, plus additional accruing default interest, costs and attorney's fees. The claim of GW Green Partnership has been satisfied as a result of the foreclosure of its lien following relief from the automatic stay pursuant to the bankruptcy court-approved Springville Settlement described in more detail in Section V, paragraph G below. The amount claimed by U.S. National Bank Association, as Trustee for Waterfall Commercial Mortgage Trust 2015-SBC5, Commercial Mortgage Pass-Through Certificates, Series 2015-SBC5 (successor to General Electric Capital Corp.), was \$2,144,585.79. The amount Central Bank claimed was secured primarily by the Spanish Fork Property was \$992,684.13; the amount Central Bank claimed was secured primarily by the Lehi Property was \$2,801,322.14 (consisting of \$2,359,622.06 under a 6-4-2010 promissory note, plus \$441,700.08 under a 5-12-2014 promissory note). The amount Starr B, L.C. claimed was

secured by the Spanish Fork Property was \$800,000.00.² Utah County claimed it had secured property tax liens against the Orem Property in the amount of \$7,250.24 and the Spanish Fork Property in the amount of \$7,698.10. The Debtor's schedules listed a property tax lien property tax lien held by Utah County against the Lehi Property in the amount of \$26,541.30, and a property tax lien held by Uintah County secured by the Jensen Property in the amount of \$1,304.30. State Bank of Southern Utah asserted that it held a contingent secured claim in an unspecified amount secured by reason of GW Green Partnership having pledged State Bank of Southern Utah the loan documents GW Green Partnership held as lender relating to the Debtor's Springville Property.

As of the Petition Date, Green Enterprises asserted an unsecured claim in an unliquidated amount it claimed was not less than \$5,424,545.00. The claim of Green Enterprises was settled and satisfied in full in connection with the Green Enterprises Settlement, which is described in more detail in Section V, paragraph H below. Standard Plumbing has filed an unsecured claim in the amount of \$963,562.23, which is disputed by the Debtor and is subject to being determined as part of the Green Enterprises Lawsuit. Other filed or scheduled general unsecured claims total approximately \$547,000, most of which are held by insiders of the Debtor. Approximately \$435,000 of the general unsecured claims are held by insiders.

V. ACTIVITIES POST-PETITION

The Debtor has continued to manage commercial properties, collect rents, and pay lenders during its bankruptcy case. Since the bankruptcy filing, Grass Valley has also done the following:

A. Employment of Professionals: On May 15, 2015, the Debtor filed its *Ex Parte Application to Employ Fabian & Clendenin as its General Bankruptcy Counsel*. The Application was approved by Order entered on June 9, 2015. On June 18, 2015, the Debtor filed its *Ex Parte Application to Employ Appraiser* seeking permission to employ Stan Craft and Valbridge Property Advisors | Free and Associates, Inc. as a real estate appraiser for the estate with respect to the Springville Property. On June 26, 2015, the Court entered an Order authorizing the employment of Stan Craft and Valbridge Property Advisors | Free and Associates, Inc. as appraisers for the Springville Property. On August 17, 2015, the Debtor filed an application to employ Shane D. Wood and Squire and Company as accountants for the Debtor. On August 25, 2015, the Court entered an Order granted the application to employ accountants. On August 18, 2015, the Debtor filed its *Ex Parte Application to Employ Appraiser* seeking permission to employ Stan Craft and Valbridge Property Advisors | Free and Associates, Inc. as a real estate appraiser for the estate with respect to the Debtor's Lehi Property and Spanish Fork Property. On August 27, 2015, the Court entered an Order

² Starr B, L.C.'s proof of claim asserted it had a claim of 1,446,032.85, of which \$800,000 was secured and \$646,032.85 was unsecured. *See* Proof of Claim No. 7).

authorizing the employment of Stan Craft and Valbridge Property Advisors | Free and Associates, Inc. as appraisers for the Debtor's Lehi Property and Spanish Fork Property.

On August 27, 2015, the Debtor filed the *Debtor-in-Possession's Application for Order Authorizing Employment of Special Counsel* seeking permission to employ the law firm of Durham Jones & Pinegar as special counsel for the purpose of representing the Debtor in the Green Enterprises Lawsuit and other litigation. On September 4, 2015, the Court entered an Order approving employment of Durham Jones & Pinegar as special counsel. On August 28, 2015, the Debtor filed an *Application for Order Authorizing Debtor to Employ Real Estate Agent* seeking permission to employ Daniel G. Ford of KW Commercial as a real estate agent for the Debtor. On September 4, 2015, the Court entered an Order approving employment of Durham Jones & Pinegar as special counsel. On September 23, 2015, the Debtor filed an *Application for Order Authorizing Debtor to Employ Real Estate Agent* seeking permission to employ Daniel L. Donaldson of Coldwell Banker Commercial Advisors as a real estate agent for the Debtor. The bankruptcy court approved the application to employ Daniel L. Donaldson as a real estate agent on October 1, 2015.

B. Filing of Schedules and Statements: On May 29, 2015, the Debtor filed its Schedules and Statement of Affairs in accordance with the provisions of Rule 1017 of the Rules of Bankruptcy Procedure.

C. Motion to Compel Turnover of Property by Custodian: On June 19, 2015, the Debtor filed a motion to compel GW Green Partnership to turnover to the Debtor any rents, product or proceeds from that property held by GW Green Partnership and for an accounting of such property. On September 14, 2015, the bankruptcy court entered an Order Regarding Rents from Springville Property ordering an accounting of the rents by GW Green Partnership and providing that post-petition rents on the Springville Property were property of the bankruptcy estate and cash collateral of GW Green Partnership.

D. Removal of Green Enterprises Lawsuit from State Court: Shortly after the bankruptcy filing, the Green Enterprises Lawsuit, which had originally been filed in Fourth District Court for Utah County, Utah as Case No. 130400184, was removed to the bankruptcy court. The U.S. District Court withdrew the reference to the bankruptcy court of the Green Enterprises Lawsuit is now pending before the U.S. District Court for the District of Utah as 2:15-cv-00556-DN.

E. Motion to Estimate Claims: On July 30, 2015, the Debtor filed a motion asking the bankruptcy court to estimate the unliquidated claims of Green Enterprises, Garth O. Green, Michael Green, and Standard Plumbing. By Order dated November 5, 2015, the bankruptcy court denied the motion to estimate the claims and ruled that it lacked jurisdiction due to the U.S. District Court having withdrawn the reference of the related Green Enterprises Lawsuit. In a Memorandum Decision dated February 1, 2016, the U.S. District Court referred the motion to estimate back to the bankruptcy court. Following settlement of the claim of Green Enterprises (*see* Section V, paragraph H below), the Debtor and Standard Plumbing

stipulated to vacate the scheduling order on the motion to estimate claims to allow them to discuss a possible settlement of the claim of Standard Plumbing. The claim of Standard Plumbing is also at issue in the Green Enterprises Lawsuit pending in federal district court.

F. Motion for Relief from Stay Filed by GW Green Partnership. On September 11, 2015, GW Green Partnership and State Bank of Southern Utah filed a motion for relief from the automatic stay asking the bankruptcy court to grant relief from stay to allow them to foreclose on the Debtor's Springville Property, or, alternatively, to require the Debtor to make monthly adequate protection payments to GW Green Partnership. The Debtor opposed the motion. On November 20, 2015, the bankruptcy court entered an order denying the request that the automatic stay be terminated to allow immediate foreclosure, but requiring the Debtor to make monthly adequate protection payments to GW Green Partnership.

G. Springville Settlement Agreement: In February 2016, the Debtor entered into a settlement agreement (the "**Springville Settlement Agreement**") with GW Green Partnership, a number of related parties, and insiders and members of the Debtor. The Springville Settlement Agreement was approved by Bankruptcy Court order dated May 18, 2016. Under the Springville Settlement Agreement, GW Green Partnership agreed to pay the Debtor a total of \$150,000, GW Green Partnership was granted relief from the automatic stay to foreclose on its deeds of trust against the Springville Property, the Debtor and GW Green Partnership agreed to an allocation of post-petition rents collected on the Springville Property, GW Green Partnership and State Bank of Southern Utah agreed to withdraw with prejudice their claims against the Debtor, and GW Green Partnership and various insiders of the Debtor agreed to release claims against one another.

H. Green Enterprises Settlement Agreement: On July 22, 2016, the Debtor entered into a settlement agreement with Green Enterprises, a number of related Green parties, and various insiders and members of the Debtor (the "**Green Enterprises Settlement Agreement**"). The Green Enterprises Settlement Agreement was approved by Bankruptcy Court order dated October 7, 2016. Under the Green Enterprises Settlement Agreement, the Debtor agreed to sell its Roosevelt Property to Green Enterprises for \$100,000. Green Enterprises agreed to withdraw with prejudice its claims against the Debtor, to release the *Notices of Lis Pendens* it had filed against the Debtor's Orem Property, Lehi Property, and Sandy Property, and to dismiss with prejudice its claims of not less than \$5,424,545.00 in the Green Enterprises Lawsuit against the Debtor and insiders of the Debtor. The Debtor and insiders of the Debtor agreed to release their claims against Green Enterprises and related individuals. The Green Enterprises Settlement Agreement was approved by the Bankruptcy Court by order dated October 7, 2016 [Dkt. No. 248].

VI. DESCRIPTION OF THE PLAN

A. Concept of the Plan: The Plan is based upon the Debtor using available cash from the operation of its business to pay Allowed Claims and to continue to make ongoing payments to most of its secured lenders. CREDITORS SHOULD READ THE PLAN FOR A DISCUSSION OF THEIR TREATMENT UNDER THE PLAN.

Creditors are given the opportunity to vote to accept or reject the Debtor’s Plan, and the information outlined in this Disclosure Statement will allow each person entitled to vote to anticipate the probable consequences of a vote to accept or reject the Plan. The Plan divides Creditors into classes; members within each class receive similar treatment under the Plan as specified therein. Upon Court order confirming Debtor’s Plan, pursuant either to acceptance by all classes or judicial determination that the Plan fairly treats all classes, all Creditors and other parties in interest will be bound by the Plan, whether or not they have voted.

B. Overview of the Plan. The Debtor will use available cash on hand and generated from rents on its commercial properties continue to make regular contractual payments to secured creditors other than Starr B, L.C. and to pay Administrative Claims, Allowed General Unsecured Claims, and the Secured Claims of Utah County and Uintah County. The Plan will allow the payment in full, with interest, of all allowed Non-insider Unsecured Claims on the Effective Date.

C. Classification of Claims and Interests: Pursuant to Bankruptcy Code §1123(a) (1), the Plan does not classify Administrative Claims. The Plan classifies a Claim or Interest in a particular class only to the extent the Claim or Interest qualifies with the description of the Class and only to the extent the Claim or Interest is Allowed, and has not been paid, withdrawn, settled or otherwise paid in whole or in part, as the case may be. The description of classes is as follows:

| | | |
|-------------------------|-----------|---|
| <u>Secured Claims</u> | Class 1-A | Utah County Treasurer (Orem property) |
| | Class 1-B | Utah County Treasurer (Spanish Fork property) |
| | Class 1-C | Utah County Treasurer (Lehi property) |
| | Class 2 | Uintah County Treasurer |
| | Class 3-A | Central Bank (Claim No. 4-1) (Spanish Fork prop.) |
| | Class 3-B | Central Bank (Claim No. 5-1) (Lehi property) |
| | Class 3-C | Central Bank (Claim No. 6-1) (junior lien – Lehi) |
| | Class 4 | U.S. Bank National Association, as Trustee |
| <u>Starr B, L.C.</u> | Class 5 | Partially secured claim of Starr B, L.C. |
| <u>Unsecured Claims</u> | Class 6 | General Non-priority Unsecured Creditors |
| | Class 7 | Unsecured Claim of Standard Plumbing |
| | Class 8 | Unsecured Creditors Who Are Insiders |
| <u>Interests</u> | Class 9 | Interest holders |

The claims and amounts in each Class of Claims are listed on **Exhibit C** hereto.

D. Treatment of Non Classified Priority Claims.

1. **Administrative Claims:** Administrative Claims are fees and expenses incurred post-petition, which are necessary to the rehabilitative effort of the Debtor, and which qualify as such under Bankruptcy Code §§507(a) and 503(b). In this case, the Administrative Claims consist primarily of the Claims of professionals employed by the Debtor in connection with this Bankruptcy Case.

Administrative Claimants shall be paid in full on the Effective Date of the Plan or at such later time as the Administrative Claim is allowed, unless an Administrative Claimant agrees to different treatment. Allowed Administrative Claims, if any, that represent ongoing liabilities or obligations incurred by the Debtor in the ordinary course of business or obligations under an executory contract assumed by the Debtor, shall be paid in the ordinary course of business. Administrative Claimants, except the Debtor's attorneys and accountants, must file their claims no later than ten (10) days after the Confirmation Date or their Claim will be barred.

E. **Treatment of Classified Claims or Interests:**

1. **Priority Claims.** The Debtor believes there are no Priority claimants.

2. **Secured Claims.**

a. **Class 1-A Utah County Treasurer Secured by Orem Property.** The Utah County Treasurer is impaired under the Debtor's Plan. The Utah County Treasurer shall have an Allowed Secured Claim of approximately \$7,250.24 with respect to the Orem property, plus interest, costs and fees as provided by law. The Utah County Treasurer shall be paid the amount of Claim 1-A in full on the Effective Date.

b. **Class 1-B Utah County Treasurer Secured by Spanish Fork Property.** Class 1-B is impaired under the Debtor's Plan. The Utah County Treasurer shall have an Allowed Secured Claim of approximately \$7,698.10 with respect to the Spanish Fork property, plus interest, costs and fees as provided by law. The Utah County Treasurer shall be paid the amount of Claim 1-B in full on the Effective Date.

c. **Class 1-C Utah County Treasurer Secured by Lehi Property.** Class 1-C is impaired under the Debtor's Plan. The Utah County Treasurer shall have an Allowed Secured Claim of approximately \$26,541.30 with respect to the Lehi property, plus interest, costs and fees as provided by law. The Utah County Treasurer shall be paid the amount of Claim 1-C in full on the Effective Date.

d. **Class 2 Uintah County Treasurer.** The Uintah County Treasurer is impaired under the Debtor's Plan. The Uintah County Treasurer shall have an Allowed Secured Claim of approximately \$1,304.30, plus interest, costs

and fees as provided by law. The Uintah County Treasurer shall be paid the amount of its claim in full on the Effective Date.

e. Class 3-A Central Bank (Proof of Claim 4-1). The Class 3-A Claim of Central Bank asserted in Claim No. 4-1 shall be paid according to the contractual terms between Central Bank and the Debtor. Central Bank shall retain its lien against the real property of the Debtor located in Spanish Fork, Utah and other collateral and shall continue to receive regular payments under the applicable loan documents. Class 3-A Claims are not impaired under the Plan.

f. Class 3-B Central Bank (Proof of Claim 5-1). The Class 3-B Claim of Central Bank asserted in Claim No. 5-1 shall be paid according to the contractual terms between Central Bank and the Debtor. Central Bank shall retain its lien against the real property of the Debtor located in Lehi, Utah and other collateral and shall continue to receive regular payments under the applicable loan documents. Class 3-B Claims are not impaired under the Plan.

g. Class 3-C Central Bank (Proof of Claim 6-1). The Class 3-C Claim of Central Bank asserted in Claim No. 6-1 shall be paid according to the contractual terms between Central Bank and the Debtor. Central Bank shall retain its junior lien against the real property of the Debtor located in Lehi, Utah and other collateral and shall continue to receive regular payments under the applicable loan documents. Class 3-C Claims are not impaired under the Plan.

h. Class 4 Claim of U.S. Bank National Association, as Trustee. The Class 4 Claim of U.S. Bank National Association, as Trustee shall be paid according to the contractual terms set forth in the note, deed of trust, and other loan documents. U.S. Bank National Association, as Trustee shall retain its lien against the real property of the Debtor located in Orem, Utah and Sandy, Utah and its other collateral, and shall continue to continue to receive regular payments under the applicable loan documents. Class 4 Claims are not impaired under the Plan.

3. Class 5 Claim of Starr B, L.C.

The Class 5 Claim of Starr B, L.C. is partially secured by the Debtor's Spanish Fork Property and is otherwise unsecured. The lien of Starr B is junior to the first priority lien of Central Bank against the Spanish Fork Property. The holder of the Class 5 Claim shall be paid \$1,000,000 within 6 months of the Effective Date in full satisfaction of its secured and unsecured claims. Class 5 Claims are impaired under the Plan.

4. Class 6 Claims of General Non-Priority Unsecured Creditors

Class 6 Claims of general non-priority unsecured creditors who are not insiders of the Debtor shall be paid 100% of the principal amount of such holder's Allowed General Unsecured Claim, plus interest at the Plan Rate on the Effective Date of the Plan. Class 6 Claims are impaired under the Plan.

5. Class 7 Claim of Standard Plumbing Supply, Inc.

The Class 7 unsecured claim of Standard Plumbing shall consist of the claims asserted in Proof of Claim No. 7 and any and all claims Standard Plumbing may have against the Debtor. Standard Plumbing has agreed not to assert any claims for lease rejection damages in connection with the Standard Plumbing Leases. The amount of Class 7 claims shall be determined by the United States District Court for the District of Utah in connection with Standard Plumbing's cross-claim in the Green Enterprises Lawsuit now pending before the United States District Court for the District of Utah as Case No. 2:15-cv-00556-DN, or by agreement of the Debtor and Standard Plumbing. Standard shall be paid the amount of its claim as Allowed, which shall include the principal amount of the Allowed Claim, plus interest at the Plan Rate, provided, however, that in no event shall the total amount distributed to Standard Plumbing on account of its Allowed Claim exceed \$10,000. The payment shall be made within six (6) months of the claim becoming an Allowed Claim either through adjudication of Standard Plumbing's cross-claim in the Green Enterprises Lawsuit or by agreement of the Debtor and Standard Plumbing. Class 7 Claims are impaired under the Plan.

6. Class 8 Claims of Insiders Who Are Unsecured Creditors

Holders of Class 8 Claims have consented to their claims being shall subordinated to Allowed Claims of Class 5, Class 6, and Class 7 creditors. Holders of Class 8 Claims shall be paid 100% of the principal amount of such holder's Allowed General Unsecured Claim, plus interest at the Plan Rate within 1 year of the Effective Date or at such later date as may be subsequently agreed to between holders of those claims and the Debtor. Class 8 Claims are impaired under the Plan.

7. Class 9 Interests

Grass Valley Management, L.C. shall retain its 1% general partnership interest in the Debtor. Wolf Hollow Investments, L.P., Apple Blossom Investments, L.P., and P.C. Maak Investments, L.P., shall each retain their 33% limited partnership interests in the Debtor.

F. Execution of the Plan:

1. Payment of Allowed Claims: On the Effective Date of the Plan, the Debtor will make distributions from available cash on hand sufficient to fully pay Allowed Administrative Claims, as well as to fully pay, with interest at the Plan Rate, Allowed Claims of Class 7 General Non-Priority Unsecured Creditors. The Debtor anticipates that it will obtain funds sufficient to pay the claim of Class 7 creditor Starr B, L.C. within 6 months of the Effective Date by refinancing the Debtor’s Spanish Fork or Lehi Property. With respect to the Class 7 Claim of Standard Plumbing and any other claims to which the Debtor may object, the Debtor will deposit sufficient funds for payment of such claim into an interest bearing escrow account pending resolution of the objection.

2. Executory Contracts and Leases:

(a) Real property leases under which the Debtor was the lessor that will be assumed. Upon the Effective Date, the Debtor will be deemed to have assumed all the following unexpired leases of commercial real property under which the Debtor was the lessor:

| <u>Lessee:</u> | <u>Location of property:</u> |
|----------------------------|-------------------------------------|
| Chase Media | Lehi, Utah |
| Dippidee | Lehi, Utah |
| Elevate | Lehi, Utah |
| Ford & Huff | Lehi, Utah |
| David Grant | Lehi, Utah |
| Live Your Truth, LLC | Lehi, Utah |
| Reagan Outdoor Advertising | Sandy, Utah |
| Rese Property Mgt., LLC | Lehi, Utah |
| Vivint | Lehi, Utah (lease of rooftop space) |
| Sodalicious | Orem, Utah |
| The Little Gym | Orem, Utah |
| ProBuild Company LLC | Spanish Fork, Utah |

(b) Real property leases under which the Debtor was the lessor and Standard Plumbing was the lessee. Upon the Effective Date, the Debtor will be deemed to have rejected all unexpired leases of commercial real property under which the Debtor was the lessor and Standard Plumbing was the lessee.

| <u>Lessee:</u> | <u>Location of property:</u> |
|-------------------|------------------------------|
| Standard Plumbing | Lehi, Utah |
| Standard Plumbing | Orem, Utah |
| Standard Plumbing | Sandy, Utah |

Upon rejection of the Standard Plumbing Leases, the Debtor shall offer to lease the space currently occupied by subtenants of Standard Plumbing to those subtenants on substantially the same terms as the existing subleases between Standard Plumbing and the subtenants. Subtenants of Standard Plumbing are:

| <u>Sublessee:</u> | <u>Location of property:</u> |
|---|------------------------------|
| BlueBox Solutions, LLC dba BlueBox Logistics | Lehi, Utah |
| Extreme Party Innovation | Orem, Utah |
| Hartman Heating & Air | Sandy, Utah |

(c) Other unexpired leases and executory contracts. Any other executory contract or unexpired lease which (i) has not expired by its own terms on or prior to the Confirmation Date, (ii) has not been assumed and assigned or rejected with the approval of the Bankruptcy Court on or prior to the Confirmation Date, (iii) is not the subject of a motion to assume or reject which is pending at the time of the Confirmation Date, or (iv) is not designated in the Plan Documents as being an executory contract or unexpired lease to be assumed at the time of confirmation of this Plan, shall be deemed assumed as of the Effective Date.

(d) No effect on post-petition leases or executory contracts: Confirmation of the plan shall have no effect on leases or executory contracts entered into by the Debtor after the Petition Date.

3. Vesting of Property: All assets of the Debtor and the Estate shall vest in the Debtor on the Effective Date subject to any valid liens.

4. Discharge of Debtor: The Debtor will receive a discharge under the Plan pursuant to Section 1141 of the Bankruptcy Code.

5. Claim Objections: The Debtor shall retain the right to object to all Claims after Confirmation of the Plan. The unsecured Claim of Standard Plumbing reflected by Proof of Claim No. 9 shall be deemed objected to by the Debtor by reason of the ongoing litigation relating to that claim in connection with Standard Plumbing's cross-claim in the Green Enterprises Litigation.

6. Rights Against Third Parties: Nothing in the Plan affects any Creditor's rights against third parties. All Creditors shall retain and may enforce claims and rights against third parties.

G. Description of Debtor:

1. Reorganized Debtor: The reorganized debtor shall be a general partnership in which Grass Valley Management, L.C., of which Randall Harward is the

principal, shall be the general partner, and Wolf Hollow Investments, L.P., Apple Blossom Investments, L.P., and P.C. Maak Investments, L.P., shall each be limited partners.

H. Post-Confirmation:

1. Disbursements under the Plan: The Debtor shall distribute all property to be distributed under the Plan. Prior to distribution, the Debtor shall be entitled, but is not required, to seek Court approval of a distribution, if it deems such action necessary or appropriate. All distributions shall be made to (i) the latest mailing address filed of record with the Court for the party entitled thereto, or (ii) if no such address has been filed, the mailing address reflected on the Debtor's Schedules. If a distribution is not cashed within 90 days of the date of mailing, such distribution shall be forfeited. In addition to such distributions, the Debtor shall also pay the Office of the United States Trustee any quarterly fee payments required from the Effective Date through entry of a final decree and order closing the bankruptcy case.

2. Disputed Claims: The Claims of Standard Plumbing is a Disputed Claim and shall be determined in the cross-claim proceeding in the Green Enterprises Lawsuit. The claim of Bryant A. Bitner dba Floorcraft ("**Bitner/Floorcraft**") is also a Disputed Claim and shall be determined in the pending lawsuit in Fourth District Court or by agreement between the Debtor and Bitner/Floorcraft. The Claims of Standard Plumbing, Bitner/Floorcraft, and any other Disputed Claims that become Allowed Claims after the Effective Date shall be paid in full no later than six (6) months following the date they become finally liquidated and Allowed Claims as a result of judicial determination or agreement of the claimant and the Reorganized Debtor.

3. Retention of Jurisdiction: Following Confirmation, the Bankruptcy Court will retain such jurisdiction as is legally permissible after Confirmation, and as set forth in the Plan.

4. Post-Confirmation Litigation: Any and all claims and causes of action which constitute property of the Estate as of the Effective Date including, but not limited to, any and all claims pursuant to Sections 542, 544, 545, 547, 548, 549 and 550 of the Bankruptcy Code, as well as causes of action or claims to recover any amounts owing to the Debtor whether or not such claims or causes of action are the subject of pending litigation, shall be vested in and retained and enforced by the Debtor as the representative of the estate.

5. Closing of the Estate: The Plan shall be deemed substantially consummated when initial distributions to Class 6 general unsecured creditors required under the Plan have been made. Upon making those distributions, the Debtor shall file a motion for a final decree pursuant to Bankr. D. Ut. LBR 3022-1.

I. Miscellaneous Provisions of the Plan:

1. Modification of the Plan of Reorganization: The Plan may be altered, amended or modified by Debtor or the Debtor before or after the Confirmation Date as provided in Section 1127 of the Bankruptcy Code and the applicable rules of bankruptcy procedure.

VII. ALTERNATIVES TO CONFIRMATION OF PLAN AND LIQUIDATION ANALYSIS

The Plan provides for payment to holders of general unsecured claims in full, with interest, on the Effective Date of the Plan. The Debtor will also continue to pay consensual liens against its real property according to the terms of the loan documents. The Debtor believes that the Plan is the best approach to paying claims of creditors in a reasonable period of time. If the Plan is not confirmed, the alternative would be to convert the case to a chapter 7. A liquidation of assets through chapter 7, while also likely to pay claims in full, would probably not result in as quick of a distribution to creditors as would the Plan. Under a chapter 7, a chapter 7 trustee would require time to market real property, liquidate assets, and comply with chapter 7 administrative reporting and other requirements before distributions to creditors would be made. Distributions to unsecured creditors could to allow a chapter 7 trustee to market and liquidate assets. In short, liquidation of assets through a chapter 7 would not yield a greater a dividend to Unsecured Creditors and interest holders than they will receive under the Plan, and would probably be made a later time than a distribution could be made under the Plan. For these and other reasons, the Debtor believes that confirmation of the Plan is in the best interests of Unsecured Creditors.

CONCLUSION

The Debtor urges all Creditors to vote to accept the Plan and to evidence such acceptances by returning their ballots immediately.

DATED this 27th day of April, 2017.

FABIAN VANCOTT

/s/ Douglas J. Payne

Gary E. Jubber

Douglas J. Payne

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Salt Lake City, Utah 84111

Telephone (801) 531-8900

Attorneys for the Debtor and Debtor-in-possession

GRASS VALLEY HOLDINGS, L.P.

/s/ Randall Harward

By: Randall Harward

Manager of Grass Valley Management, L.C., the
general partner of Grass Valley Holdings, L.P.

EXHIBIT A

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Attorneys for Debtor and Debtor-in-possession

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF UTAH, CENTRAL DIVISION

| | |
|---|--|
| <p>In re:</p> <p>GRASS VALLEY HOLDINGS, L.P.</p> <p>Debtor.</p> | <p>Bankruptcy No. 15-24513</p> <p>(Chapter 11)</p> <p>DEBTOR'S PLAN OF REORGANIZATION, DATED APRIL 27, 2017</p> |
|---|--|

INTRODUCTION

Debtor and Debtor-in-possession Grass Valley Holdings, L.P. proposes this Plan of Reorganization for resolution and satisfaction of all Claims against and Interests in the Debtor.

Reference is made to the Disclosure Statement accompanying the Plan, including the exhibits thereto, for a discussion of the Debtor's history, business, properties, and operations and risk factors, together with a summary and analysis of the Plan. All holders of Claims and Interests entitled to vote on the Plan are encouraged to consult the Disclosure Statement and to read the Plan carefully before voting to accept or reject the Plan.

NO SOLICITATION MATERIALS, OTHER THAN THE DISCLOSURE STATEMENT AND RELATED MATERIALS TRANSMITTED THEREWITH AS APPROVED BY THE BANKRUPTCY COURT, HAVE BEEN AUTHORIZED BY THE BANKRUPTCY COURT FOR USE IN SOLICITING ACCEPTANCES OR REJECTIONS OF THIS PLAN.

ARTICLE I

DEFINITIONS AND CONSTRUCTION OF TERMS

For purposes of this Plan, the following terms shall have the meanings specified in this Article I. A term used but not defined herein, which is also used in the Bankruptcy Code, shall have the meaning ascribed to that term in the Bankruptcy Code. Wherever from the context it appears appropriate, each term stated shall include both the singular and the plural, and pronouns shall include the masculine, feminine and neuter, regardless of how stated. The words “herein,” “hereof,” “hereto,” “hereunder” and other words of similar import refer to the Plan as a whole and not to any particular Section, sub-Section or clause contained in the Plan. The rules of construction contained in Section 102 of the Bankruptcy Code shall apply to the terms of this Plan. The headings in the Plan are for convenience of reference only and shall not limit or otherwise affect the provisions hereof.

“Administrative Expense Claim” shall mean a Claim that is Allowed under Section 503(b) of the Bankruptcy Code and that is entitled to priority under Section 507(a)(1) of the Bankruptcy Code, including, without limitation,

- (a) fees and expenses of Professionals Allowed pursuant to an Order of the Bankruptcy Court, and
- (b) all fees and charges assessed against the Estate pursuant to 28 U.S.C. § 1930.

“Allowed” shall mean, with reference to any Claim:

- (a) a Claim that has been listed by the Debtor in its Schedules and (i) is not listed as disputed, contingent or unliquidated, and (ii) is not a Claim as to which a proof of claim has been filed;
- (b) a Claim as to which a timely proof of claim has been filed by the Bar Date and either (i) no objection thereto, or application to estimate, equitably subordinate or otherwise limit recovery, has been made on or before any applicable deadline, or (ii) if an objection thereto, or application to estimate, equitably subordinate or otherwise limit recovery has been interposed, the extent to which such Claim has been allowed (whether in whole or in part) by a Final Order;
- (c) a Claim arising from the recovery of property under Section 550 or 553 of the Bankruptcy Code and allowed in accordance with Section 502(h) of the Bankruptcy Code; or

(d) any Claim expressly allowed under this Plan or pursuant to the Confirmation Order.

“Avoidance Actions” shall mean Causes of Action arising or held by the Estate under Sections 502, 510, 541, 544, 545, 547, 548, 549, or 550 of the Bankruptcy Code, or under related state or federal statutes and common law, including fraudulent transfer laws.

“Bankruptcy Case” shall mean the Debtor’s case pending in the Bankruptcy Court under case number 15-24513.

“Bankruptcy Code” shall mean Title 11 of the United States Code, as amended from time to time, as applicable to the Bankruptcy Case.

“Bankruptcy Court” shall mean the United States Bankruptcy Court for the District of Utah in which the Bankruptcy Case is pending and, to the extent of any reference under 28 U.S.C. § 157, the unit of such District Court specified pursuant to 28 U.S.C. § 151.

“Bankruptcy Rules” shall mean the Federal Rules of Bankruptcy Procedure as promulgated under 28 U.S.C. § 2075, and any local rules of the Bankruptcy Court.

“Bar Date” shall mean: (i) September 21, 2015 with respect to a Claim against the Estate other than a Claim of a Governmental Unit; and (ii) November 12, 2015 with respect to a Claim of a Governmental Unit against the Estate.

“Business Day” shall mean any day other than a Saturday, Sunday or legal holiday recognized in the State of Utah.

“Cash” shall mean lawful currency of the United States of America (including wire transfers, cashier’s checks drawn on a bank insured by the Federal Deposit Insurance Corporation, certified checks and money orders).

“Causes of Action” shall mean, without limitation, any and all actions, causes of action, defenses, liabilities, obligations, rights, rights to setoff or recoupment, suits, debts, sums of money, damages, judgments, Claims or proceedings to recover money or property and demands of any nature whatsoever, whether known or unknown, in law, equity or otherwise, including, without limitation, Avoidance Actions.

“Claim” shall mean a claim against a Person or its property as defined in Section 101(5) of the Bankruptcy Code, including, without limitation, (i) any right to payment, whether or not such right is reduced to judgment, and whether or not such right is liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured; or (ii) any right to an equitable remedy for breach of performance, if such breach gives rise to a right to payment, whether or not such right to an equitable remedy is reduced to

judgment, or is fixed, contingent, matured, unmatured, disputed, undisputed, secured or unsecured.

“Class” shall mean those classes designated in Article III of this Plan.

“Collateral” shall mean any property or interest in property of the Estate subject to a Lien to secure the payment or performance of a Claim, which Lien is not subject to avoidance under the Bankruptcy Code or otherwise invalid under the Bankruptcy Code or applicable law.

“Confirmation Date” shall mean the date on which the clerk of the Bankruptcy Court enters the Confirmation Order on the docket in the Bankruptcy Case.

“Confirmation Order” shall mean the order of the Bankruptcy Court confirming the Plan pursuant to the provisions of the Bankruptcy Code, and any supplementary orders of the Bankruptcy Court issued in furtherance of the Plan.

“Contingent or Unliquidated Claim” shall mean any Claim for which a proof of claim has been filed with the Bankruptcy Court but which was not filed in a sum certain, or which has not occurred and is dependent upon a future event that has not occurred or may never occur, and which has not been Allowed.

“Debtor” shall mean Grass Valley Holdings, L.P.

“Disclosure Statement” shall mean the disclosure statement relating to the Plan, including, without limitation, all exhibits and schedules thereto, in the form approved by the Bankruptcy Court pursuant to Section 1125 of the Bankruptcy Code.

“Disputed Claim” shall mean:

(a) if no proof of claim relating to a Claim has been filed, a claim that is listed in the Schedules as unliquidated, disputed or contingent; or

(b) if a proof of claim relating to a Claim has been filed, a Claim as to which a timely objection or request for estimation, or request to equitably subordinate or otherwise limit recovery in accordance with the Bankruptcy Code and the Bankruptcy Rules, has been made, or which is otherwise disputed by the Debtor in accordance with applicable law, which objection, request for estimation, action to limit recovery or dispute has not been withdrawn or determined by Final Order; or

(c) a Claim which is a Contingent or Unliquidated Claim.

“Disputed Claim Amount” shall mean the amount set forth in the proof of claim relating to a Disputed Claim or an amount estimated pursuant to an order of the Bankruptcy Court in respect of a Disputed Claim in accordance with Section 502(c) of the Bankruptcy Code.

“Distribution Record Date” shall mean the Confirmation Date.

“Effective Date” shall mean the date which is 15 days after the Confirmation Date, or if such date is not a Business Day, the next succeeding Business Day; provided, however, that if, as of such date, all conditions precedent to the occurrence of the Effective Date set forth in Section 9.1 of the Plan have not been satisfied or waived, then the Effective Date shall be the first Business Day immediately following the day upon which all such conditions have been satisfied or waived.

“Equity Interest” shall mean any member interest in the Debtor, and all options, warrants and rights, contractual or otherwise, to acquire any such member interests, as such interests exist immediately prior to the Effective Date.

“Estate” shall mean the estate created in the Bankruptcy Case pursuant to Section 541 of the Bankruptcy Code.

“Final Order” shall mean an order or judgment which has not been reversed, stayed, modified or amended and as to which (i) the time to appeal or seek review or rehearing has expired and as to which no appeal or petition for certiorari, review or rehearing is pending, or (ii) if appeal, review, reargument or certiorari of the order has been sought, the order has been affirmed or the request for review, reargument or certiorari has been denied and the time to seek a further appeal, review, reargument or certiorari has expired, and as a result of which such order shall have become final and nonappealable in accordance with applicable law; provided, however, that the possibility that a motion under Rule 59 or Rule 60 of the Federal Rules of Civil Procedure, or any analogous rule under the Bankruptcy Rules, may be filed with respect to such order shall not cause such order not to be a Final Order.

“General Unsecured Claim” shall mean a Claim that is not a Secured Claim or that is not entitled to priority of payment under Section 507 of the Bankruptcy Code.

“Lien” shall have the meaning set forth in Section 101(37) of the Bankruptcy Code; except that a Lien that has been avoided in accordance with Sections 544, 545, 546, 547, 548, 549 or 553 of the Bankruptcy Code shall not constitute a Lien.

“Person” shall mean any individual, corporation, partnership, joint venture, association, joint-stock company, trust, unincorporated association or organization, Governmental Unit or political subdivision thereof.

“Petition Date” shall mean May 15, 2015.

“Plan” shall mean this Plan of Reorganization, including, without limitation, the exhibits, supplements, appendices and schedules hereto, either in their present form or as the same may be altered, amended or modified from time to time.

“Plan Rate” shall mean the interest rate determined pursuant to 28 U.S.C. § 1961 as of the Petition Date, which is 0.24 % per annum.

“Priority Claims” shall mean any and all Claims (or portions thereof), if any, entitled to priority under Section 507(a) of the Bankruptcy Code other than Administrative Expense Claims.

“Priority Tax Claims” shall mean any Claim of a Governmental Unit entitled to priority under Section 507(a)(8) of the Bankruptcy Code.

“Pro Rata” shall mean a proportionate share of the total distribution made at any particular time under this Plan to the holders of Allowed Claims in a Class, such that the ratio of the consideration distributed on account of an Allowed Claim in a Class to the amount of such Allowed Claim is the same as the ratio of the amount of the consideration distributed on account of all Allowed Claims in such Class to the total of all Allowed Claims in such Class.

“Professionals” shall mean (i) those Persons employed pursuant to an order of the Bankruptcy Court in accordance with Sections 327 or 1103 of the Bankruptcy Code and to be compensated for services pursuant to Sections 327, 328, 329, 330 and 331 of the Bankruptcy Code, or (ii) those Persons for which compensation and reimbursement is allowed by the Bankruptcy Court pursuant to Section 503(b)(4) of the Bankruptcy Code.

“Reorganized Debtor” shall mean the Debtor, as reorganized after the Effective Date pursuant to the terms of this Plan.

“Schedules” shall mean the schedules of assets and liabilities, the list of holders of interests and the statements of financial affairs filed by the Debtor under Section 521 of the Bankruptcy Code and Bankruptcy Rule 1007, as such schedules, lists and statements have been or may be supplemented or amended from time to time.

“Secured Claim” shall mean any Claim that is secured by a Lien on Collateral to the extent of the value of such Collateral, as determined in accordance with Section 506(a) of the Bankruptcy Code, or, in the event that such Claim is a claim of setoff under Section 553 of the Bankruptcy Code, to the extent of such setoff.

“Standard Plumbing Leases” shall mean all real property leases between the Debtor as lessor and Standard Plumbing Supply, Inc. as lessee.

ARTICLE II

TREATMENT OF ALLOWED ADMINISTRATIVE EXPENSE CLAIMS AND ALLOWED PRIORITY TAX CLAIMS

2.1 Non-Classification. As provided in Section 1123(a)(1) of the Bankruptcy Code, Administrative Expense Claims and Priority Tax Claims are not classified for the purposes of voting on, or receiving distributions under, the Plan. All such Claims are instead treated separately in accordance with the terms in this Article II.

2.2 Administrative Expense Claims.

(a) General. Except as otherwise agreed to by the Debtor and the holder of an Allowed Administrative Expense Claim, and subject to Section 2.2(c) and (d) below, each such holder shall be paid in full in Cash on the later of (i) the date such Allowed Administrative Expense Claim becomes due in accordance with its terms, and (ii) the Effective Date. If the Debtor disputes any portion of an Administrative Expense Claim, the Debtor shall pay such Claim within 30 days after the entry of a Final Order with respect to the allowance of such disputed Administrative Expense Claim.

(b) U.S. Trustee's Fees. The United States Trustee's quarterly fees shall be paid in full without prior approval pursuant to 28 U.S.C. § 1930 on or before the Effective Date.

(c) Professional Compensation and Expense Reimbursement Claims.

(1) Each Professional shall file a final application for the allowance of compensation for services rendered or reimbursement of expenses incurred through and including the Effective Date within thirty (30) days after the Effective Date. Any award granted by the Bankruptcy Court shall be paid (i) within fifteen days of the entry of the order of the Bankruptcy Court approving such award, unless a stay is obtained, or (ii) upon such other terms as may be mutually agreed upon between such holder of an Allowed Administrative Expense Claim and the Debtor.

(2) All fees and expenses of Professionals for services rendered after the Effective Date in connection with the Bankruptcy Case and the Plan shall be paid by the Debtor upon receipt of reasonably detailed invoices therefor in such amounts and on such terms as such Professional and the Debtor may agree, without the need for further Bankruptcy Court authorization or entry of a Final Order.

2.3 Priority Tax Claims. At the sole election of the Debtor, each holder of an Allowed Priority Tax Claim shall be paid either (i) upon such terms as may be agreed to between the Debtor and such holder of an Allowed Priority Tax Claim, or (ii) in full in Cash on the later of the Effective Date or the date that such Allowed Priority Tax Claim would have been due if the Bankruptcy Case had not been commenced.

ARTICLE III

CLASSIFICATION OF CLAIMS

Claims, other than Administrative Expense Claims and Priority Tax Claims, shall be classified for all purposes, including voting on, confirmation of, and distribution pursuant to the Plan, as follows:

Class 1-A – Secured Claim of Utah County Treasurer Secured by Orem Property. Class 1-A shall consist of the Secured Claim of the Utah County Treasurer secured by a statutory tax lien on the Debtor’s real property located in Orem, Utah.

Class 1-B – Secured Claim of Utah County Treasurer Secured by Spanish Fork Property. Class 1-B shall consist of the Secured Claim of the Utah County Treasurer reflected in Claim No. 2-1 secured by a statutory tax lien on the Debtor’s real property located in Spanish Fork, Utah.

Class 1-C – Secured Claim of Utah County Treasurer Secured by Lehi Property. Class 1-C shall consist of the Secured Claim of the Utah County Treasurer reflected in Claim No. 3-1 secured by a statutory tax lien on the Debtor’s real property located in Property, Utah.

Class 2 – Secured Claim of Uintah County Treasurer. Class 2 shall consist of the Secured Claim of the Uintah County Treasurer secured by real property located in Jensen, Utah.

Class 3-A – Claim of Central Bank Reflected in Claim No. 4-1. Class 3-A shall consist of the Secured Claim of Central Bank reflected in Claim No. 4-1 secured by real property located in Spanish Fork, Utah.

Class 3-B – Claim of Central Bank Reflected in Claim No. 5-1. Class 3-B shall consist of the Secured Claim of Central Bank reflected in Claim No. 5-1 secured by real property located in Lehi, Utah.

Class 3-C – Claim of Central Bank Reflected in Claim No. 6-1. Class 3-C shall consist of the Secured Claim of Central Bank reflected in Claim No. 6-1 secured by real property located in Lehi, Utah.

Class 4 – Claim of U.S. Bank National Association, as Trustee. Class 4 shall consist of the Secured Claim of U.S. Bank National Association, as Trustee for the registered holders of Waterfall Commercial Mortgage Trust 2015-SBC5, Commercial Mortgage Pass-Through

Certificates, Series 2015-SBC5, secured by the Debtor's real property located in Orem, Utah and Sandy, Utah.

Class 5 – Starr B, L.C. Class 5 shall consist of the Claim of Starr B, L.C. which is partially secured by the Debtor's real property located in Spanish Fork, Utah.

Class 6 – General Unsecured Claims. Class 6 shall consist of all Allowed General Unsecured Claims against the Debtor other than: (1) the claims held by insiders of the Debtor; (2) the claim of Standing Plumbing Supply, Inc.; and (3) the unsecured portion of the claim of Starr B, L.C.

Class 7 – Unsecured Claim of Standard Plumbing Supply, Inc. Class 7 shall consist of the all claims of Standard Plumbing Supply, Inc.

Class 8 – Unsecured Claims Held by Insiders. Class 8 shall consist of the unsecured claim of Harward Consulting and Engineering and the unsecured claim of the Melva Harward Estate through its Executor Susan Orton, both of whom are insiders of the Debtor.

Class 9 – Equity Interests in the Debtor. Class 9 shall consist of all Equity Interests in the Debtor.

ARTICLE IV

TREATMENT OF CLAIMS AND EQUITY INTERESTS

4.1 Classes 1-A, 1-B and 1-C - Secured Tax Claims of the Utah County Treasurer

(a) Impairment. Classes 1-A, 1-B and 1-C are impaired under the Plan. Holders of Class 1-A, Class 1-B and Class 1-C Claims shall be entitled to vote to accept or reject the Plan.

(b) Treatment. The Reorganized Debtor shall pay the Utah County Treasurer 100% of the principal amount of Classes 1-A, 1-B and 1-C Claims on the Effective Date. The Utah County Treasurer shall retain its liens in the Debtor's property pending payment in full of its Claims as provided in this Section. Upon payment in full of its Claims, the Utah County Treasurer shall release and discharge any and all Liens it holds on the Debtor's property that existed as of the Petition Date.

4.2 Class 2 – Secured Tax Claims of the Uintah County Treasurer

(a) Impairment. Class 2 is impaired under the Plan. Holders of Class 2 Claims shall be entitled to vote to accept or reject the Plan.

(b) Treatment. The Reorganized Debtor shall pay the Uintah County Treasurer 100% of the principal amount of its Claim on the Effective Date. The Uintah County Treasurer shall retain its lien in the Debtor's property pending payment in full of its Claim as provided in this Section. Upon payment in full of its Claim, the Uintah County Treasurer shall release and discharge any and all Liens it holds on the Debtor's property that existed as of the Petition Date.

4.3 Class 3-A – Secured Claim of Central Bank Reflected in Claim No. 4-1

(a) Impairment. Class 3-A is unimpaired under the Plan. Holders of Class 3 Claims shall not be entitled to vote to accept or reject the Plan.

(b) Treatment. Holders of Class 3-A Claims shall retain their liens against the real property of the Debtor located in Spanish Fork, Utah and other collateral and shall continue to receive regular payments under the applicable loan documents.

4.4 Class 3-B – Secured Claim of Central Bank Reflected in Claim No. 5-1

(a) Impairment. Class 3-B is unimpaired under the Plan. Holders of Class 4 Claims shall not be entitled to vote to accept or reject the Plan.

(b) Treatment. Holders of Class 3-B Claims shall retain their liens against the real property of the Debtor located in Lehi, Utah and other collateral and shall continue to receive regular payments under the applicable loan documents.

4.5 Class 3-C – Secured Claim of Central Bank Reflected in Claim No. 6-1

(a) Impairment. Class 3-C is unimpaired under the Plan. Holders of Class 5 Claims shall not be entitled to vote to accept or reject the Plan.

(b) Treatment. Holders of Class 3-C Claims shall retain their junior lien against the real property of the Debtor located in Lehi, Utah and other collateral and shall continue to receive regular payments under the applicable loan documents.

4.6 Class 4 – Secured Claim of U.S. Bank National Association, as Trustee

(a) Impairment. Class 4 is unimpaired under the Plan. Holders of Class 6 Claims shall not be entitled to vote to accept or reject the Plan.

(b) Treatment. Holders of Class 4 Claims shall retain their liens against the real property of the Debtor located in Orem and Sandy, Utah and shall continue to receive regular payments under the applicable loan documents.

4.7 Class 5 – Claim of Starr B, L.C.

(a) Impairment. Class 5 is impaired under the Plan. Holders of Class 5 Claims shall be entitled to vote to accept or reject the Plan.

(b) Treatment. The holder of the Class 5 Claim shall retain its junior lien against the Spanish Fork Property that partially secures the claim. The holder of the Class 5 Claim shall be paid \$1,000,000 within 6 months of the Effective Date in full satisfaction of both its secured claim and the unsecured portion of its claim.

4.8 Class 6 – General Non-Priority Unsecured Claims

(a) Impairment. Class 6 is impaired under the Plan. Holders of Class 6 Claims shall be entitled to vote to accept or reject the Plan.

(b) Treatment. Each holder of an Allowed General Non-Priority Unsecured Claim shall be paid 100% of the principal amount of such holder's Allowed General Unsecured Claim, plus interest at the Plan Rate on the Effective Date of the Plan.

4.9 Class 7 – Unsecured Claim of Standard Plumbing Supply, Inc.

(a) Impairment. Class 7 is impaired under the Plan. The Class 7 unsecured claim of Standard Plumbing shall consist of the claims asserted in Proof of Claim No. 7 and any and all claims Standard Plumbing may have against the Debtor. Standard Plumbing has agreed not to assert any claims for lease rejection damages in connection with the Standard Plumbing Leases. The contingent claim of Standard Plumbing Supply is presently disputed. The holder of the Class 7 claim shall be entitled to vote to accept or reject the Plan to the extent the claim is either estimated or Allowed by the deadline for voting.

(b) Treatment. The amount of Class 7 claims shall be determined by the United States District Court for the District of Utah in connection with Standard Plumbing's cross-claim in the Green Enterprises Lawsuit now pending before the United States District Court for the District of Utah as Case No. 2:15-cv-00556-DN, or by agreement of the Debtor and Standard Plumbing. Standard Plumbing shall be paid the amount of its claim as Allowed, which shall include the principal amount of the Allowed Claim, plus interest at the Plan Rate, provided, however, that in no event shall the total amount distributed to Standard Plumbing on account of its Allowed Claim exceed \$10,000. The payment shall be made within six (6) months of the claim becoming an Allowed Claim either through adjudication of Standard Plumbing's cross-claim in the Green Enterprises Lawsuit or by agreement of the Debtor and Standard Plumbing. Class 7 Claims are impaired under the Plan.

4.10 Class 8 – Unsecured Claims Held by Insiders

(c) Impairment. Class 8 is impaired under the Plan. Holders of Class 8 Claims shall be entitled to vote to accept or reject the Plan.

(d) Treatment. Holders of Class 8 Claims have voluntarily agreed to subordinate their claims to Allowed Claims in Classes 5, 6 and 7, and shall be paid 100% of the principal amount of such holder's Allowed Claim, plus interest at the Plan Rate within 1 year of the Effective Date or at such later date as may be subsequently agreed by the Holders of Class 8 Claims and the Reorganized Debtor.

4.11 Class 9 – Equity Interests in the Debtor

(a) Impairment. Class 9 is unimpaired under the Plan. Each holder of an Equity Interest in the Debtor is conclusively presumed to have accepted the Plan and is not entitled to vote to accept or reject the Plan.

(b) Treatment. Holders of Class 9 Equity Interests shall retain their interests in the Debtor, as the Reorganized Debtor. The Debtor shall not make distributions to the holder of Equity Interests provided however, that the Debtor shall reimburse such holders for any income tax liabilities which directly relate to income generated by the Reorganized Debtor.

ARTICLE V

MEANS FOR EXECUTION OF THE PLAN

5.1 Revesting of Property. Except as otherwise provided in this Plan, the Reorganized Debtor, as of the Effective Date, shall be vested with all of the assets of the Estate.

5.2 Bankruptcy Case Administration. Except as otherwise provided in this Plan, from and after the Effective Date and continuing through the date on which a final decree closing the Chapter 11 Cases is entered pursuant to section 350 of the Bankruptcy Code and Bankruptcy Rule 3022, the Reorganized Debtor shall possess the rights of a party in interest pursuant to section 1109(b) of the Bankruptcy Code for all matters arising in, arising under or related to the Bankruptcy Case. In addition to the foregoing, for all matters arising under or related to the Bankruptcy Case, the Reorganized Debtor shall (i) have the right to appear and be heard on matters brought before the Bankruptcy Court or other courts of competent jurisdiction, (ii) be entitled to notice and opportunity for hearing, (iii) participate in all matters brought before the Bankruptcy Court, including but not limited to adversary proceedings, and (iv) receive notice of all applications, motions and other papers and pleadings before the Bankruptcy Court.

5.3 Continuation of Business Operations. From and after the Effective Date of the Plan, the Reorganized Debtor is authorized to continue its normal business operations and enter into such transactions as it deems advisable, free of any restriction or limitation imposed under any provision of the Bankruptcy Code, except to the extent otherwise provided in the Plan.

5.4 Continuation of Anti-Discrimination Provisions of Bankruptcy Code. A governmental unit may not deny, revoke, suspend, or refuse to renew a license, permit, charter, franchise, or other similar grant to, condition such a grant to, or discriminate with respect to such a grant against, the Debtor, the Reorganized Debtor, or another Person with whom the Debtor or the Reorganized Debtor have been or are associated or affiliated, solely because of the commencement, continuation, or termination of the Bankruptcy Case or because of any provision of the Plan or the legal effect of the Plan, and the Confirmation Order will constitute an express injunction against any such discriminatory treatment by a governmental unit.

ARTICLE VI

IMPLEMENTATION OF THE PLAN

6.1 Method of Distributions Under the Plan.

(a) In General. Subject to Bankruptcy Rule 9010, all distributions under the Plan to be made by the Debtor to the holder of each Allowed Claim shall be mailed by first class mail, postage prepaid, to the address of such holder as listed on the Schedules as of the Distribution Record Date, unless the Debtor has been notified in writing of a change of address, including, without limitation, by the

filing of a proof of claim or notice of transfer of claim filed by such holder that provides an address for such holder different from the address reflected on the Schedules. The Debtor shall have no obligation to locate such holders whose distributions or notices are properly mailed but nevertheless returned. Distributions may be made under this Plan through payments directly from the Debtor.

(b) Form of Distributions. Any payment of Cash made by the Debtor pursuant to the Plan shall be made by check; provided, however, that after the occurrence of the Effective Date, the Debtor is not obligated to make any Cash payment under the Plan unless the payment exceeds ten dollars (\$10); provided, further, that Cash equal to 100% of the distributions to which the holder of a Claim would be entitled under the Plan if the payment to such holder was less than or equal to ten dollars (\$10) shall be maintained in a reserve (the “Small Payment Reserve”) for the benefit of such holder until an aggregate of at least ten dollars is payable to such holder and at such time the holder shall receive a payment equal to 100% of the distributions to which it would otherwise be entitled.

(c) Distributions to be on Business Days. Any payment or distribution required to be made under the Plan on a day other than a Business Day shall be made on the next succeeding Business Day.

(d) Distributions to Holders as of the Distribution Record Date. As of the close of business on the Distribution Record Date, the claims register shall be closed. The Debtor shall have no obligation to recognize any transfer of any Claims occurring after the close of business on the Distribution Record Date, and shall instead be entitled to recognize and deal for all purposes under the Plan with only those holders of record as of the close of business on the Distribution Record Date.

6.2 Objections to Disputed Claims. Any objections to Claims against the Estate may be prosecuted by the Debtor or the Reorganized Debtor or any other party in interest. Except as otherwise provided by order of the Bankruptcy Court, the Debtor or any other party in interest may file an objection to any Claim until 180 days after the Effective Date. The claim of Standard Plumbing Supply, Inc. is disputed and is being adjudicated in federal district court in connection with Standard Plumbing’s cross-claim against the Debtor in a pending lawsuit. The Debtor’s opposition to Standard Plumbing’s cross-claim against it shall be deemed an objection to Standard Plumbing’s claim (Proof of Claim No. 9) for purposes of allowance and distribution under the Plan.

6.3 Resolution of Claims. The Court shall have entered orders or there shall be agreements satisfactory to the Debtor concerning Claims, any Liens asserted by holders of Claims, and any interests in the Debtor (which may be orders included within the Confirmation

Order) that, in the sole discretion of the Debtor are required for the feasibility and implementation of the Plan.

6.4 Estimation of Claims. The Debtor or the Reorganized Debtor may, at any time, request that the Bankruptcy Court estimate any Disputed Claim pursuant to Section 502(c) of the Bankruptcy Code, and the Bankruptcy Court shall have jurisdiction to estimate such Claim at any time, including, without limitation, during litigation concerning such Claim or an objection to such Claim. The Debtor and the Reorganized Debtor shall be entitled to request that the Bankruptcy Court determine either the Allowed amount of such Claim or a maximum limitation on such Claim. If the Bankruptcy Court determines the maximum limitation of such Claim, such determination shall not preclude the Debtor or Reorganized Debtor from pursuing any additional proceedings to object to any ultimate payment of such Claim. If the Bankruptcy Court determines the Allowed amount of such Claim, the amount so determined shall be deemed the amount of the Disputed Claim for all purposes under this Plan. All such proceedings are cumulative and not exclusive remedies.

6.5 Reversion of Unclaimed Checks. The amount of any checks issued for distributions under the Plan that remain uncashed for a period of ninety days after the date of such distribution shall revert and be vested in the Estate free and clear of any claim or interest of any holder of a Claim under the Plan.

6.6 Retention and Preservation of Claim Objections and Causes of Action. Pursuant to Section 1123(b)(3)(B) of the Bankruptcy Code, upon entry of the Confirmation Order, the Debtor and the Reorganized Debtor's rights to object to all Claims and Interests asserted against the Estate and all of the Debtor's or Estate's Causes of Action, including without limitation: (1) the Debtor's Causes of Action and rights to setoff or recoupment asserted in any adversary proceeding, state court proceeding, or any other proceeding which is pending as of the Confirmation Date; (2) all Claims and Causes of Action disclosed in the Schedules which are incorporated herein by reference; (3) all Claims and Causes of Action described in the Disclosure Statement; (4) any Claims and Causes of Action contained in any contested matter or objection to Claim pending on the Confirmation Date; (5) the Debtor's Claims and Causes of Action and rights to setoff or recoupment against Bryant A. Bitner and Floorcraft Design LLC (as defined in the Disclosure Statement); (6) all Claims and Causes of Action and rights to setoff or recoupment against CTC Holdings LLC; and (7) any and all other Claims and Causes of Action that the Debtor holds preconfirmation, including, but not limited to, Claims for unpaid accounts receivable, shall vest in the Estate. Unless a Claim or Cause of Action against any Person is expressly waived or released in the Plan or any Final Order of the Bankruptcy Court, the Debtor expressly reserves such Claim or Cause of Action for later adjudication (including without limitation, Claims and Causes of Action not specifically identified or which the Debtor may presently be unaware or which may arise or exist by reason of additional facts or circumstances unknown to the Debtor at this time or facts and circumstances which may change or be different from those which the Debtor now believes to exist) and, therefore, no preclusion doctrine, including without limitation, the doctrines of res judicata, collateral estoppel, issue preclusion, claims preclusion, waiver, estoppel (judicial, equitable, or otherwise) or laches shall apply to

such Claims or Causes of Action upon or after the confirmation or consummation of the Plan based on the Disclosure Statement, the Plan, or the Confirmation Order, except where such Claims or Causes of Action have been expressly released in the Plan or any other Final Order of the Bankruptcy Court.

ARTICLE VII

VOTING ON THE PLAN

7.1 Voting of Claims. Each holder of an Allowed Claim in an impaired Class which retains or receives property under the Plan shall be entitled to vote separately to accept or reject the Plan and indicate such vote on a duly executed and delivered ballot as provided in such order as is entered by the Bankruptcy Court establishing certain procedures with respect to the solicitation and tabulation of votes to accept or reject the Plan.

7.2 Nonconsensual Confirmation. If any impaired Class entitled to vote shall not accept the Plan by the requisite statutory majorities provided in Sections 1126(c) or 1126(d) of the Bankruptcy Code, as applicable, or if any impaired class is deemed to have rejected the Plan, the Debtor reserves the right (i) to confirm the Plan under Section 1129(b) of the Bankruptcy Code, and (ii) to amend the Plan in accordance with Section 11.6 hereof to the extent necessary to obtain entry of a Confirmation Order.

ARTICLE VIII

EXECUTORY CONTRACTS AND UNEXPIRED LEASES

8.1 Real property leases under which the Debtor was the lessor that will be assumed. Upon the Effective Date, the Debtor will be deemed to have assumed all the following unexpired leases of commercial real property under which the Debtor was the lessor:

| <u>Lessee:</u> | <u>Location of property:</u> |
|----------------------------|-------------------------------------|
| Chase Media | Lehi, Utah |
| Dippidee | Lehi, Utah |
| Elevate | Lehi, Utah |
| Ford & Huff | Lehi, Utah |
| David Grant | Lehi, Utah |
| Live Your Truth, LLC | Lehi, Utah |
| Reagan Outdoor Advertising | Sandy, Utah |
| Rese Property Mgt., LLC | Lehi, Utah |
| Vivint | Lehi, Utah (lease of rooftop space) |
| Sodalicious | Orem, Utah |
| The Little Gym | Orem, Utah |
| ProBuild Company, LLC | Spanish Fork, Utah |

8.2 Real property leases under which the Debtor was the lessor and Standard Plumbing was the lessee. Upon the Effective Date, the Debtor will be deemed to have rejected all unexpired leases of commercial real property under which the Debtor was the lessor and Standard Plumbing was the lessee.

| <u>Lessee:</u> | <u>Location of property:</u> |
|-------------------|------------------------------|
| Standard Plumbing | Lehi, Utah |
| Standard Plumbing | Orem, Utah |
| Standard Plumbing | Sandy, Utah |

Upon rejection of the Standard Plumbing Leases, the Debtor shall offer to lease the space currently occupied by subtenants of Standard Plumbing to those subtenants on substantially the same terms as the existing subleases between Standard Plumbing and the subtenants. Subtenants of Standard Plumbing are:

| <u>Sublessee:</u> | <u>Location of property:</u> |
|---|------------------------------|
| BlueBox Solutions, LLC dba BlueBox Logistics | Lehi, Utah |
| Extreme Party Innovation | Orem, Utah |
| Hartman Heating & Air | Sandy, Utah |

8.3 Other unexpired leases and executory contracts. Any other executory contract or unexpired lease which (i) has not expired by its own terms on or prior to the Confirmation Date, (ii) has not been assumed and assigned or rejected with the approval of the Bankruptcy Court on or prior to the Confirmation Date, (iii) is not the subject of a motion to assume or reject which is pending at the time of the Confirmation Date, or (iv) is not designated in the Plan Documents as being an executory contract or unexpired lease to be assumed at the time of confirmation of this Plan, shall be deemed assumed as of the Effective Date.

8.4 Post-Petition Agreements Unaffected By Plan. Except as otherwise expressly provided herein, nothing contained in the Plan shall alter, amend or supersede any agreements or contracts entered into by the Debtor after the Petition Date that were otherwise valid, effective and enforceable against the Debtor as of the Confirmation Date. The Reorganized Debtor shall be deemed to be substituted for any Debtor in such contract or agreement, as applicable, and the Reorganized Debtor shall have all right, title and interest of the Debtor under such contract or agreement as if the Reorganized Debtor had been the original contracting party thereunder.

ARTICLE IX

CONDITIONS PRECEDENT TO EFFECTIVE DATE

9.1 Conditions Precedent to Effectiveness. The Plan shall not become effective, and the Effective Date shall not occur, unless and until the following conditions shall have been satisfied or waived:

(a) the Confirmation Order, in form and substance reasonably acceptable to the Debtor, shall have been entered by the Bankruptcy Court and shall have become a Final Order;

(b) all actions, other documents and agreements necessary to implement the Plan shall have been executed, delivered and, if necessary, properly recorded, and shall have become effective; and

(c) the Estate shall have sufficient Cash to meet all Cash funding obligations under the Plan required to be made on the Effective Date and the Initial Distribution Date.

9.2 Failure of Conditions Precedent. Notwithstanding anything in this Plan to the contrary, the conditions set forth in Section 9.1 above must be satisfied or waived on or before November 1, 2017. In the event that the conditions set forth in Section 9.1 above are not satisfied on or before November 1, 2017, then the Plan shall be deemed revoked and withdrawn, the Confirmation Order shall be deemed vacated, and Section 11.8 of the Plan shall apply.

9.3 Waiver of Conditions. The Debtor may waive one or more of the conditions precedent to the effectiveness of the Plan set forth in Section 9.1(a) or (b) above, except that the Debtor may not waive the condition set forth in Section 9.1(c) above.

ARTICLE X

RETENTION OF JURISDICTION

10.1 Retention of Jurisdiction. After the Effective Date, the Bankruptcy Court shall have exclusive jurisdiction of the following specified matters arising out of, and related to, the Bankruptcy Cases and the Plan pursuant to, and for the purposes of, Sections 105(a) and 1142 of the Bankruptcy Code:

(a) to hear and determine any and all objections to the allowance of any Claims or any controversies as to the classification of any Claims or estimate any Disputed Claim;

(b) to hear and determine any and all applications by Professionals for compensation and reimbursement of expenses;

(c) to hear and determine any and all pending applications for the rejection or assumption of executory contracts and unexpired leases, and fix and allow any Claims resulting therefrom;

(d) to enforce the provisions of the Plan subject to the terms thereof;

(e) to correct any defect, cure any omission, or reconcile any inconsistency in the Plan or in the Confirmation Order as may be necessary to carry out the purpose and the intent of the Plan;

(f) to determine any Claim or liability to a Governmental Unit which may be asserted as a result of the transactions contemplated herein;

(g) to hear and determine matters concerning state, local, and federal taxes in accordance with Sections 346, 505 and 1146 of the Bankruptcy Code; and

(h) to determine such other matters as may be provided for in the Confirmation Order.

ARTICLE XI

MISCELLANEOUS

11.1 Continuation of Injunctions or Stays Until Effective Date. All injunctions or stays provided for in the Bankruptcy Cases under Sections 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 Effective Date.

11.2 Injunction Relating to the Plan. As of the Effective Date, all Persons are hereby permanently enjoined from commencing or continuing, in any manner or in any place, any action or other proceeding, whether directly, indirectly, derivatively or otherwise against the Debtor or its Estate, on account of, or respecting any Claims, debts, rights, Causes of Action or liabilities discharged or treated pursuant to the Plan, except to the extent expressly permitted under the Plan. Upon entry of the Confirmation Order, all holders of Claims and Equity Interests and other parties in interest, along with their respective present, future, or former employees, agents, officers, directors, or principals, shall be enjoined from taking any actions to interfere with the implementation or consummation of the Plan.

11.3 Bar Date for Administrative Claims. All applications for allowance of Administrative Claims other than (a) fees and expenses of Professionals Allowed pursuant to an Order of the Bankruptcy Court, and (b) fees and charges assessed against the Estate pursuant to 28 U.S.C. § 1930, shall be filed not later than thirty days after the Effective Date. All Administrative Claims not filed within thirty days after the Effective Date shall be barred. The deadline in the preceding sentence shall be construed and have the same force and effect as a statute of limitations. The Reorganized Debtor shall provide notice to all creditors listed on the mailing matrix of this bar date within ten days after the Effective Date. The Bankruptcy Court shall determine all Administrative Claims.

11.4 Default of Plan. In the event of any default of the provisions of this Plan, a creditor or party in interest aggrieved by such default may provide written notice to the Reorganized Debtor. The notice of default must describe with specificity the nature of the default alleged and the steps required to cure such default. The Reorganized Debtor shall have thirty days after receipt of notice of default to cure such default. If the Reorganized Debtor does not cure such default within thirty days after receipt of a notice of default, then a creditor or party in interest aggrieved by such default may apply to the Bankruptcy Court to compel compliance with the applicable provisions of the Plan. The Bankruptcy Court, after notice and a hearing, shall determine whether a default occurred, and if a default occurred, whether such default has been cured. Upon finding a material default, the Bankruptcy Court may issue such orders as may be appropriate, including an order compelling compliance with the pertinent provisions of the Plan.

11.5 Setoffs. Except as otherwise provided in this Plan, nothing contained in this Plan shall constitute a waiver or release by the Estate of any rights of setoff the Estate may have against any Person.

11.6 Amendment or Modification of the Plan. Alterations, amendments or modifications of the Plan may be proposed in writing by the Debtor at any time prior to the Confirmation Date, provided that the Plan, as altered, amended or modified, satisfies the conditions of Sections 1122 and 1123 of the Bankruptcy Code, and the Debtor shall have complied with Section 1125 of the Bankruptcy Code. The Plan may be altered, amended or modified at any time before or after the Confirmation Date and before substantial consummation, provided that the Plan, as altered, amended or modified, satisfies the requirements of Sections 1122 and 1123 of the Bankruptcy Code and the Bankruptcy Court, after notice and a hearing, confirms the Plan, as altered, amended or modified, under Section 1129 of the Bankruptcy Code. A holder of a Claim that has accepted the Plan shall be deemed to have accepted the Plan, as altered, amended or modified, if the proposed alteration, amendment or modification does not materially and adversely change the treatment of the Claim of such holder. The Debtor may, without notice to holders of Claims insofar as it does not materially and adversely affect the interests of any such holders, correct any defect or omission in this Plan and any exhibit hereto.

11.7 Severability. If, prior to the Confirmation Date, any term or provision of the Plan is determined by the Bankruptcy Court to be invalid, void or unenforceable, the Bankruptcy Court may, upon the request of the Debtor, alter and interpret such term or provision to make it valid or enforceable to the maximum extent practicable, consistent with the original purpose of the term or provision held to be invalid, void or unenforceable, and such term or provision shall then be applicable as altered or interpreted. Notwithstanding any such holding, alteration or interpretation, the remainder of the terms and provisions of the Plan shall remain in full force and effect and shall in no way be affected, impaired or invalidated by such holding, alteration or interpretation. The Confirmation Order shall constitute a judicial determination that each term and provision of the Plan, as it may have been altered or interpreted in accordance with the foregoing, is valid and enforceable according to its terms.

11.8 Revocation or Withdrawal of the Plan. The Debtor reserves the right to revoke or withdraw the Plan prior to the Confirmation Date. If the Debtor revokes or withdraws the Plan prior to the Confirmation Date, then the Plan shall be deemed null and void. In such event, nothing contained herein shall constitute or be deemed a waiver or release of any Claims by or against the Estate or any other Person or to prejudice in any manner the rights of the Debtor or any Person in any further proceedings involving the Estate.

11.9 Binding Effect. The rights, duties and obligations of any Person named or referred to in this Plan shall be binding upon, and shall inure to the benefit of, the successors and assigns of such Person.

11.10 Notices. All notices, requests and demands to or upon the Debtor shall only be effective if in writing and, unless otherwise expressly provided herein, shall be deemed to have been duly given or made when actually delivered or, in the case of notice by facsimile transmission, when received and confirmed, addressed as follows:

If to the Debtor:

Grass Valley Holdings, L.P.
Attn: Randall Harward
1201 South 1000 East
Spanish Fork, UT 84660

With a copy to:

Gary E. Jubber
Douglas J. Payne
FABIAN VANCOTT
215 South State Street, Suite 1200
Salt Lake City, UT 84111

11.11 Governing Law. Except to the extent the Bankruptcy Code, Bankruptcy Rules or other federal law is applicable, the rights and obligations arising under this Plan shall be governed by, and construed and enforced in accordance with, the laws of the State of Utah, without giving effect to the principles of conflicts of law of such jurisdiction.

11.12 Post-Confirmation Fees, Final Decree. The Debtor shall be responsible for the payment of any post-confirmation fees due pursuant to 28 U.S.C. §1930 and the filing of post-confirmation reports, until a final decree is entered.

11.13 Headings. Headings are used in the Plan for convenience and reference only, and shall not constitute a part of the Plan for any other purpose.

11.14 Filing of Additional Documents. On or before substantial consummation of the Plan, the Debtor shall file with the Bankruptcy Court any agreements or other documents that may be necessary or appropriate to effectuate and further evidence the terms and conditions hereof.

11.15 Inconsistency. In the event of any inconsistency between the Plan and the Disclosure Statement, or any other instrument or document created or executed pursuant to the Plan, the terms of the Plan shall govern.

DATED this 27th day of April, 2017.

GRASS VALLEY HOLDINGS, L.P.

/s/ Randall Harward

By: Randall Harward

Manager of Grass Valley Management, L.C., the
general partner of Grass Valley Holdings, L.P.

FABIAN VANCOTT

/s/ Douglas J. Payne

Gary E. Jubber

Douglas J. Payne

215 South State Street, #1200

Salt Lake City, Utah 84111

Telephone (801) 531-8900

Attorneys for the Debtor and Debtor-in-Possession

EXHIBIT B

Grass Valley Holdings LP
Balance Sheet
As Of 3/31/31

Assets

| | |
|-------------------------|------------|
| Current Assets | |
| Cash | 88,027 |
| Total Current Assets | 88,027 |
| Fixed Assets | |
| Land | 2,100,000 |
| Building | 8,910,000 |
| Net Fixed Assets | 11,010,000 |
| Other Assets | |
| Interest in Business an | 1,418,607 |

| | |
|--------------|------------|
| Total Assets | 12,516,635 |
|--------------|------------|

Liabilities

| | |
|----------------|-----------|
| Secured Debt | 5,485,974 |
| Priority Debt | - |
| Unsecured Debt | 485,229 |

| | |
|-------------------|-----------|
| Total Liabilities | 5,971,204 |
|-------------------|-----------|

Owners Equity

| | |
|-------------------|-------------|
| Owner's Equity | 9,357,119 |
| Retained Earnings | (2,811,688) |

| | |
|----------------------|-----------|
| Total Owners' Equity | 6,545,431 |
|----------------------|-----------|

| | |
|--------------------------------------|------------|
| Total Liabilities and Owner's Equity | 12,516,635 |
|--------------------------------------|------------|

EXHIBIT C

In re Grass Valley Holdings, L.P. -- Case No. 15-24513

Secured Claims

| Plan Classification | Claimant | Claim number or Bankr. Schedule | Amount | Collateral |
|----------------------------|---|--|--|--|
| Class 1-A | Utah County Treasurer | Schedule D | 7,250.24 | Orem real property |
| Class 1-B | Utah County Treasurer | 2-1 | 7,698.10 | Spanish Fork real property |
| Class 1-C | Utah County Treasurer | 3-1 | 26,541.30 | Lehi real property |
| Class 2 | Uintah County Treasurer | Schedule D | 1,304.30 | Jensen real property |
| Class 3-A | Central Bank | 4-1 | \$992,684.13 | Spanish Fork real property |
| Class 3-B | Central Bank | 5-1 | \$2,359,622.06 | Lehi real property |
| Class 3-C | Central Bank | 6-1 | \$441,700.08 | Lehi real property |
| Class 4 | U.S. Bank National Assoc., as Trustee for the Registered Holders of Waterfall Commercial Mortgage (debt listed on Schedule D as General Electric Capital Corp.) | 10-1 | 2,144,585.79 | Orem real property & Sandy real property |
| None (withdrawn claim) | State Bank of Southern Utah | 12-1 | WITHDRAWN 2/9/2017 Dkt. No. 263 Contingent and unliquidated (also asserted as a contingent <i>unsecured</i> claim) | Security interest in chattel paper |

Partially Secured Claims

| Plan Classification | Claimant | Claim number or Bankr. Schedule | Amount |
|----------------------------|-----------------|--|--|
| Class 5 | Starr B, L.C. | 7-1 | Total claim amount is \$1,446,632.85 (of which \$800,000 is secured and \$646,632.85 is unsecured) |

Unsecured Claims

| Plan Classification | Claimant | Claim number or Bankr. Schedule | Amount |
|---|--|--|--|
| Class 6 | Bryant Bitner (dba Floorcraft) | 14-1 | \$50,000.00 |
| Class 6 | City of Lehi | Schedule F | 1,255.00 |
| Class 6 | Durham Jones & Pinegar | Schedule F | 25,000.00 |
| Class 6 | IMSAR LLC | 1-1 | 10,282.50 |
| Class 6 | Intermountain Door | Schedule F | 217.00 |
| Class 6 | Janna Johnson | Schedule F | 1,300.00 |
| Class 6 | Springville City | Schedule F | 2,254.00 |
| Class 6 | Squire & Company, PC | Schedule F | 16,298.36 |
| Class 6 | Standard Plumbing Supply Company, Inc. | 9-1 | 963,562.23 |
| Class 6 | Veracity | Schedule F | 353.22 |
| Class 7 | Starr B, L.C. | 7-1 | \$646,632.85 Unsecured portion of Claim 7-1 (total claim amount is \$1,446,632.85) |
| None (withdrawn claim) | Coldwell Banker Commercial Advisors | 8-1 | WITHDRAWN 9/28/2015 Dkt. No 106 (amount asserted was \$7,724.84) |
| None (withdrawn claim) | Garth O. Green Enterprises | 13-2 | WITHDRAWN 2/9//2017 Dkt. No. 264 Asserted claim was unliquidated in amount, but alleged to be not less than \$5,424,545.00 |
| None (withdrawn claim) | State Bank of Southern Utah | 12-1 | WITHDRAWN 2/9//2017 Dkt. No. 263) Contingent and unliquidated. Claim also asserted it was contingent <i>secured</i> claim) |
| Class 8 (insider claim subordinated under the Plan) | Harward Consulting and Engineering (insider claim) | Schedule F | 18,120.46 |
| Class 8 (insider claim subordinated under the Plan) | Melva Harward Estate (insider claim) | Schedule F | 416,952.03 |