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THE WOODBANK INC.

**United States Bankruptcy Court
Northern District of California**

In re: Case No. 15-43832-CN-11
THE WOODBANK INC., Chapter 11
Debtor.

**COMBINED PLAN OF REORGANIZATION
AND TENTATIVELY APPROVED DISCLOSURE STATEMENT
(Dated July 21, 2016)**

INTRODUCTION

This is Debtor's Combined Chapter 11 Plan of Reorganization and Disclosure Statement (the Plan). The Plan identifies each known creditor by name and describes how each claim will be treated if the Plan is confirmed.

Part 1 contains the treatment of creditors with secured claims; Part 2 contains the treatment of general unsecured creditors: eight percent (8%) of their allowed claims prorata in 20 quarterly payments over five (5) years. Taxes and other priority claims would be paid in full, as shown in Part 3.

Most creditors (those in impaired classes) are entitled to vote on confirmation of the Plan. Completed ballots must be received by Debtor's counsel, and objections to confirmation must be filed and served, no later than [date]. The court will hold a hearing on confirmation of the Plan on [date] at [time].

Attached to the Plan are exhibits containing financial information that may help you decide how to vote and whether to

object to confirmation. Exhibit 1 includes background information regarding Debtor and the events that led to the filing of the bankruptcy petition and describes significant events that have occurred during this Chapter 11 case. Exhibit 2 contains an analysis of how much creditors would likely receive in a Chapter 7 liquidation. Exhibit 3 shows Debtor's monthly income and expenses. Exhibit 4 describes how much Debtor is required to pay on the effective date of the plan.

Whether the Plan is confirmed is subject to complex legal rules that cannot be fully described here. You are strongly encouraged to read the Plan carefully and to consult an attorney to help you determine how to vote and whether to object to confirmation of the Plan.

If the Plan is confirmed, the payments promised in the Plan constitute new contractual obligations that replace the Debtor's pre-confirmation debts. Creditors may not seize their collateral or enforce their pre-confirmation debts so long as Debtor performs all obligations under the Plan. If Debtor defaults in performing Plan obligations, any creditor can file a motion to have the case dismissed or converted to a Chapter 7 liquidation, or enforce their non-bankruptcy rights. Debtor will be discharged from all pre-confirmation debts (with certain exceptions) if Debtor makes all Plan payments. Enforcement of the Plan, discharge of the Debtor, and creditors' remedies if Debtor defaults are described in detail in Parts 5 and 6 of the Plan.

PART 1: TREATMENT OF SECURED CREDITORS

Debtor to Adjust Terms and Pay Amount Due in Full Over Time.

Class	Name of Creditor	Collateral	Amount Due	Interest Rate	Monthly Payment	Term
1A	750 Gilman LLC	Equipment, Inventory, Vehicles and proceeds of foregoing.	\$85,000.00	7%	\$1,683.10	60
1B	Hardwood Specialty Products	Accounts receivable, inventory and equipment.	\$9,569.75	0%	\$159.50	60

1C	American Lumber	Inventory, machinery, vehicle, and accounts receivables	\$14,237.47	0%	\$237.29	60
1D	Department of Treasury (IRS)	All right, title and interest in property	\$25,240.71	3.00%	\$453.54	60
1E	Maga Material Supply, Inc. ¹	Certain Birch Plywood	\$0.00	0.00%	\$0.00	N/A
Totals:			\$134,047.93		\$2,533.43	

Debtor will pay the above secured claims, the entire amount due, as shown above, with interest through (60) equal monthly payments due on the fifteenth calendar day of each month, starting in the first full month following the Effective Date.

Debtor to Pay Amount Due on Effective Date

Class	Name of Creditor	Amount Due	Interest Rate	Amount to be Paid	Number of Payments
1F	Alameda County Tax	\$1,488.50	N/A	\$1,488.50	1
1G	City and County of San Francisco	\$399.04	N/A	\$399.04	1
Totals:		\$1,887.54		\$1,887.54	

The Debtor will pay the above secured claims in full with one single payment on the Effective Date.

Creditors in these classes shall retain their interest in the collateral until Debtor makes all payments on the allowed secured claim specified in the Plan.

Creditors in these classes may not repossess or dispose of their collateral so long as Debtor is not in material default under the Plan (defined in Part 6(c)). **These secured claims are impaired and are entitled to vote on confirmation of the Plan.**

Payments to claimants in these classes may continue past

¹ Debtor has fully performed under the applicable consignment agreement and no amount remains due and owing.

the date Debtor obtains a discharge. The claimants' rights against its collateral shall not be affected by the entry of discharge, but shall continue to be governed by the terms of this Plan.

PART 2: TREATMENT OF GENERAL UNSECURED CREDITORS AND EQUITY SECURITY HOLDERS

Class 2. General Unsecured Claims.

Name of Creditor	Amount of Claim	Disputed Y/N	Amount to be Paid	Quarterly Payment
345 6 th Street	\$ 168,667.50	Y	\$13,493.40	\$ 674.67
750 Gilman LLC	\$ 167,754.44	Y	\$13,420.36	\$ 671.02
A Plus Tree Service	\$ 12,000.00	N	\$ 960.00	\$ 48.00
Advanced Certificate Solutions	\$ 2,285.59	N	\$ 182.85	\$ 9.14
Al Kroeger	\$ 2,285.28	N	\$ 182.82	\$ 9.14
American Crane Rental	\$ 2,700.00	N	\$ 216.00	\$ 10.80
American Laminated	\$ 5,892.38	N	\$ 471.39	\$ 23.57
Anthem Blue Cross	\$ 1,085.00	N	\$ 86.80	\$ 4.34
Antioch Marina Business Park	\$ 34,527.73	Y	\$ 2,762.22	\$ 138.11
Barnwood Bandits	\$ 6,000.00	N	\$ 480.00	\$ 24.00
Bay Area Machinery	\$ 6,018.14	N	\$ 481.45	\$ 24.07
Black & Bennett Law Group	\$ 14,362.13	N	\$ 1,148.97	\$ 57.45
Brian Kelley Electric	\$ 3,720.00	N	\$ 297.60	\$ 14.88
Central Michigan Hardwoods	\$ 24,031.26	N	\$ 1,922.50	\$ 96.13
Chevron	\$ 2,284.67	N	\$ 182.77	\$ 9.14
City of Berkeley	\$ 4,284.65	N	\$ 342.77	\$ 17.14
Coyote Woodshop	\$ 7,496.75	N	\$ 599.74	\$ 29.99
DMSi	\$ 5,376.00	N	\$ 430.08	\$ 21.50
Edgemate Inc.	\$ 1,671.29	N	\$ 133.70	\$ 6.69
Elavon Merchant Services	\$ 8,400.00	N	\$ 672.00	\$ 33.60
Fastenal	\$ 1,275.21	N	\$ 102.02	\$ 5.10
Fitzgerald Abbott & Beardsley	\$ 89,000.00	N	\$ 7,120.00	\$ 356.00
Forklift Mobile	\$ 909.92	N	\$ 72.79	\$ 3.64

Frost Hardwood Lumber Co.	\$ 2,919.56	N	\$ 233.56	\$ 11.68
G/L Veneer Company, Inc.	\$ 2,608.53	N	\$ 208.68	\$ 10.43
GlobalTranz	\$ 1,550.00	N	\$ 124.00	\$ 6.20
Hamburg Sud	\$ 11,040.00	N	\$ 883.20	\$ 44.16
Herbert Martinez	\$ 973.56	N	\$ 77.88	\$ 3.89
Internal Revenue Service	\$ 4,712.05	N	\$ 376.96	\$ 18.85
JFC Construction	\$ 300.00	N	\$ 24.00	\$ 1.20
JT Freight Solutions	\$ 1,185.00	N	\$ 94.80	\$ 4.74
Kamps Lumber	\$ 7,149.68	N	\$ 571.97	\$ 28.60
Kamps Propane	\$ 769.82	N	\$ 61.59	\$ 3.08
Ligature	\$ 1,664.35	N	\$ 133.15	\$ 6.66
Machinery Max	\$ 1,800.00	N	\$ 144.00	\$ 7.20
Michelman & Robinson LLP	\$ 50,833.80	N	\$ 4,066.70	\$ 203.34
Miller Sheet Metal	\$ 9,800.00	N	\$ 784.00	\$ 39.20
NMHG	\$ 3,000.32	N	\$ 240.03	\$ 12.00
Oaks Unlimited	\$ 750.00	N	\$ 60.00	\$ 3.00
Orkin	\$ 1,800.00	N	\$ 144.00	\$ 7.20
Pape Material	\$ 1,997.04	N	\$ 159.76	\$ 7.99
Pike Lumber Company Inc.	\$ 704.10	N	\$ 56.33	\$ 2.82
Productes DE Forestales	\$ 58,811.00	N	\$ 4,704.88	\$ 235.24
Rosboro	\$ 2,000.00	N	\$ 160.00	\$ 8.00
Royal Plywood Company	\$ 6,319.39	N	\$ 505.55	\$ 25.28
Russel Janes	\$ 2,094.18	N	\$ 167.53	\$ 8.38
Sanact Inc. d/b/a Roto-Rooter Plumbers	\$ 340.13	N	\$ 27.21	\$ 1.36
Sherwin Williams	\$ 2,860.45	N	\$ 228.84	\$ 11.44
Sitco	\$ 2,000.00	N	\$ 160.00	\$ 8.00
State Compensation Insurance Fund	\$ 42,951.77	N	\$ 3,436.14	\$ 171.81
Terminex International	\$ 1,500.00	N	\$ 120.00	\$ 6.00
The Vision Logistics Group/Ford Global Enterprises LLC	\$ 13,885.00	N	\$ 1,110.80	\$ 55.54

Tower Lofts Homeowners Assc	\$ 4,668.18	N	\$ 373.45	\$ 18.67
TQL	\$ 1,625.00	N	\$ 130.00	\$ 6.50
Uline	\$ 2,345.00	N	\$ 187.60	\$ 9.38
Uline Shipping Supplies	\$ 1,020.11	N	\$ 81.61	\$ 4.08
Western Industrial Machine Repair Inc.	\$ 2,090.09	N	\$ 167.21	\$ 8.36
Wheeland	\$ 5,700.00	N	\$ 456.00	\$ 22.80
Woerner Brothers	\$ 131,000.00	N	\$10,480.00	\$ 524.00
Wyman Enterprises	\$ 31,864.10	N	\$ 2,549.13	\$ 127.46
Z and E Slabs	\$ 4,000.00	N	\$ 320.00	\$ 16.00
Totals:	\$ 994,660.15		\$79,572.79	\$3,978.66

Allowed claims of general unsecured creditors (including allowed claims of creditors whose executory contracts or unexpired leases are being rejected under this Plan) shall be paid as follows:

Percent Plan. Creditors will receive eight percent (8%) of their allowed claims in twenty (20) equal quarterly installments due on the fifteenth (15th) calendar day after the start of each calendar quarter beginning in the first full calendar quarter after the Effective Date.

Creditors in this class may not take any collection action against Debtor so long as Debtor is not in material default under the Plan (defined in Part 6(c)). **This class is impaired and is entitled to vote on confirmation of the Plan.** Debtor has indicated above whether a particular claim is disputed.

Class 2(b). Disputed Unsecured Claim of Plywood & Lumber Sales, Inc., Jeffrey L. Hunt and Marion Hunt

Name of Creditor	Amount of Claim	Disputed	Amount to be Paid
Plywood & Lumber Sales, Inc., Jeffrey L. Hunt and Marion Hunt	Unknown	Y	\$0.00

The claim or claims asserted in *Plywood & Lumber Sales, Inc., et al. v. Michael Norton, et al.*, pending before the Superior Court of California, County of Alameda (Case No. RG12642228) are disallowed and shall be paid nothing from the

estate. Said claimants did not file proofs of claim, and the claims bar date has passed.

This class is not impaired and is not entitled to vote on confirmation of the Plan.

Class 3. Equity Interest Holders

Name of Equity Interest Holder	Equity Interest	Disputed
Michael Norton	75.61%	N
Brian Everett	24.39%	N

Unless the holder of an equity interest and the Debtor agree to a different treatment, the legal, equitable, contractual and ownership rights of the holders of equity interests are unaltered by the Plan. Upon the Effective Date, the holders of equity interest shall retain their interests.

This class is not impaired and is not entitled to vote on confirmation of the Plan.

PART 3: TREATMENT OF PRIORITY AND ADMINISTRATIVE CLAIMS

(a) Professional Fees.

Debtor will pay the following professional fees in full on the Effective Date, or upon approval by the court, whichever is later.

Name and Role of Professional	Estimated Amount
Baudler & Flanders, CPA (Accountant)	\$10,000.00 (net of retainer of \$3,000.00)
Macdonald Fernandez LLP (Attorneys for Debtor-in-Possession)	\$60,000 (net of retainers and payments of \$20,250.00)
Weston Law Group, PC (Special Counsel)	\$7,500.00
Total:	\$77,500.00

Professionals may not take collection action against Debtor so long as Debtor is not in material default under the Plan (defined in Part 6(c)). **Estate professionals are not entitled to vote on confirmation of the Plan.**

(b) Other Administrative Claims. Debtor will pay other allowed

claims entitled to priority under section 503(b) in full on the Effective Date; except expenses incurred in the ordinary course of Debtor's business or financial affairs, which shall be paid when normally due and payable (these creditors are not listed below). All fees payable to the United States Trustee as of confirmation will be paid on the Effective Date; post-confirmation fees to the United States Trustee will be paid when due.

Administrative Creditors may not take any collection action against Debtor so long as Debtor is not in material default under the Plan (defined in Part 6(c)). **Administrative claimants are not entitled to vote on confirmation of the Plan.**

Name of Administrative Creditor	Estimated Amount of Claim
Chris Gossey (Employee Wages)	\$ 1,246.80
Chris Williams (Employee Wages)	\$ 2,124.95
Christina Chao (Employee Wages)	\$ 626.00
Karel Byers (Employee Wages)	\$ 998.38
Nick Grey (Employee Wages)	\$ 898.32
Nick Oshlick (Employee Wages)	\$ 1,615.75
Raymond Goodlander (Employee Wages)	\$ 3,000.00
Reginald Smith (Employee Wages)	\$ 1,189.50
Scott Ryan (Employee Wages)	\$ 5,288.82
Silvio Cotto Montiel (Employee Wages)	\$ 2,112.64
750 Gilman LLC (Administrative Rent)	\$ 24,104.70
Total:	\$ 43,205.86

Administrative Claim Bar Date. Any request, application, or motion for allowance of administrative expenses incurred under Bankruptcy Code Section 503, other than those by professionals employed by the estate, must be filed within thirty (30) calendar days of the Effective Date or shall forever be barred.

(c) Tax Claims. Debtor will pay the allowed claims of the Internal Revenue Service and the State Board of Equalization, entitled to priority under section 507(a)(8) in full over time with interest (at the non-bankruptcy statutory interest rate) in equal amortizing payments in accordance with section 511 of the

Bankruptcy Code. Payments will be made quarterly due on the fifteenth (15th) calendar day after the start of each calendar quarter starting in the first full calendar quarter following the Effective Date. To the extent amounts owed are determined to be other than as shown below, appropriate adjustments will be made in the number of payments.

Debtor will pay the allowed claims of the Alameda County Tax Collector and the Franchise Tax Board in full on the Effective Date. To the extent amounts owed are determined to be other than as shown below, appropriate adjustments will be made to the payment.

Priority tax creditors may not take any collection action against Debtor so long as Debtor is not in material default under the Plan (defined in Part 6(c)). **Priority tax claimants are not entitled to vote on confirmation of the Plan.**

Name of Creditor	Estimated Amount of Claim	Statutory Interest Rate	Payment Amount	Number of Payments
Internal Revenue Service	\$38,454.55	3%	\$2,368.59	17
State Board of Equalization	\$183,003.50	6%	\$12,016.02	17
Subtotal:			\$14,384.61	
Alameda County Tax Collector	\$1,372.59	N/A	\$1,372.59	1
Alameda County Tax Collector	\$527.72	N/A	\$527.72	1
Franchise Tax Board	\$575.41	N/A	\$575.41	1
Total:	\$223,933.77	Subtotal:	\$2,475.72	

PART 4: EXECUTORY CONTRACTS AND UNEXPIRED LEASES

(a) Executory Contracts/Unexpired Leases Assumed. Debtor assumes the following executory contracts and/or unexpired leases upon confirmation of this Plan and will perform all pre-confirmation and post-confirmation obligations thereunder. Post-confirmation obligations will be paid as they come due. Pre-confirmation arrears will be paid in full on the Effective Date.

Name of Counter-Party	Description of Contract/Lease	Estimated Total Cure Amount	Installment Amount	Number of Installments
NMHG Financial Services Inc.	Master Lease Agreement for 2012 Hyster S80FT, dated January 15, 2013 (Term: 1/15/13-1/15/18)	\$2,100	\$2,100	1
Don Edwin	Sale contract for 140,000 board feet of Dalbergia Granadillo.	\$0.00	\$0.00	N/A
Herman Peters	Sale contract for 20,000 board feet of Mahogany and 20,000 board feet of Barbalejote.	\$0.00	\$0.00	N/A
Suchitecos	Sale contract for 15,000 board feet of Chechen Negro.	\$0.00	\$0.00	N/A
Totals:		\$2,100	\$2,100	

(b) Executory Contracts/Unexpired Leases Rejected. Debtor rejects the following executory contracts and/or unexpired leases and surrenders any interest in the affected property, and allows the affected creditor to obtain possession and dispose of its property, without further order of the court. Claims arising from rejection of executory contracts have been included in Class 2 (general unsecured claims).

Name of Counter-Party	Description of Contract/Lease
DMSi	License Agreement

(c) Executory contracts and unexpired leases not specifically assumed or rejected above will be deemed rejected.

PART 5: DISCHARGE AND OTHER EFFECTS OF CONFIRMATION

(a) Discharge. Debtor shall receive a discharge of debts on the Effective Date.

(b) Vesting of Property. On the Effective Date, all property of the estate and interests of the Debtor will vest in the reorganized Debtor pursuant to § 1141(b) of the Bankruptcy Code free and clear of all claims and interests except as provided in

this Plan, subject to revesting upon conversion to Chapter 7 as provided in Part 6(f) below.

(c) Plan Creates New Obligations. Except as provided in Part 6(d) and (e), the obligations to creditors that Debtor undertakes in the confirmed Plan replace those obligations to creditors that existed prior to the Effective Date of the Plan. Debtor's obligations under the confirmed Plan constitute binding contractual promises that, if not satisfied through performance of the Plan, create a basis for an action for breach of contract under California law. To the extent a creditor retains a lien under the Plan, that creditor retains all rights provided by such lien under applicable non-Bankruptcy law.

PART 6: REMEDIES IF DEBTOR DEFAULTS IN PERFORMING THE PLAN

(a) Creditor Action Restrained. The confirmed Plan is binding on every creditor whose claims are provided for in the Plan. Therefore, even though the automatic stay terminates on the Effective Date with respect to secured claims, no creditor may take any action to enforce either the pre-confirmation obligation or the obligation due under the Plan, so long as Debtor is not in material default under the Plan, except as provided in Part 6(e) below.

(b) Obligations to Each Class Separate. Debtor's obligations under the Plan are separate with respect to each class of creditors. Default in performance of an obligation due to members of one class shall not by itself constitute a default with respect to members of other classes. For purposes of this Part 6, the holders of all administrative claims shall be considered to be a single class, the holders of all priority claims shall be considered to be a single class, and each non-debtor party to an assumed executory contract or lease shall be considered to be a separate class.

(c) Material Default Defined. If Debtor fails to make any payment, or to perform any other obligation required under the Plan, for more than 10 days after the time specified in the Plan for such payment or other performance, any member of a class affected by the default may serve upon Debtor and Debtor's attorney (if any) a written notice of Debtor's default. If Debtor fails within 30 days after the date of service of the notice of default either: (i) to cure the default; (ii) to obtain from the court an extension of time to cure the default; or (iii) to obtain from the court a determination that no default occurred, then Debtor is in Material Default under the

Plan to all the members of the affected class.

(d) Remedies Upon Material Default. Upon Material Default, any member of a class affected by the default: (i) may file and serve a motion to dismiss the case or to convert the case to Chapter 7; or (ii) without further order of the court has relief from stay to the extent necessary, and may pursue its lawful remedies to enforce and collect Debtor's pre-confirmation obligations.

(e) Claims not Affected by Plan. Upon confirmation of the Plan, and subject to Part 5(c), any creditor whose claims are left unimpaired under the Plan may, notwithstanding paragraphs (a), (b), (c), and (d) above, immediately exercise all of its contractual, legal, and equitable rights, except rights based on default of the type that need not be cured under section 1124(2)(A) and (D).

(f) Effect of Conversion to Chapter 7. If the case is at any time converted to one under Chapter 7, property of the Debtor shall vest in the Chapter 7 bankruptcy estate to the same extent provided for in section 348(f) of the Bankruptcy Code upon the conversion of a case from Chapter 13 to Chapter 7.

(g) Retention of Jurisdiction. The bankruptcy court may exercise jurisdiction over proceedings concerning: (i) whether Debtor is in Material Default of any Plan obligation; (ii) whether the time for performing any Plan obligation should be extended; (iii) adversary proceedings and contested matters pending as of the Effective Date or specifically contemplated in this Plan to be filed in this court (see Part 7(f)); (iv) whether the case should be dismissed or converted to one under Chapter 7; (v) any objections to claims; (vi) compromises of controversies under Fed. R. Bankr. Pro. 9019; (vii) compensation of professionals; and (viii) other questions regarding the interpretation and enforcement of the Plan.

PART 7: GENERAL PROVISIONS

(a) Effective Date of Plan. The Effective Date of the Plan is the later of October 1, 2016, or the fifteenth day following the date of the entry of the order of confirmation, if no notice of appeal from that order has been filed. If a notice of appeal has been filed, Debtor may waive the finality requirement and put the Plan into effect, unless the order confirming the Plan has been stayed. If a stay of the confirmation order has been issued, the Effective Date will be the first day after that date

on which no stay of the confirmation order is in effect, provided that the confirmation order has not been vacated.

(b) Disputed Claim Reserve. Debtor will create a reserve for disputed claims. Each time Debtor makes a distribution to the holders of allowed claims, Debtor will place into a reserve the amount that would have been distributed to the holders of disputed claims if such claims had been allowed in the full amount claimed. If a disputed claim becomes an allowed claim, Debtor shall immediately distribute to the claimant from the reserve an amount equal to all distributions due to date under the plan calculated using the amount of the allowed claim. Any funds no longer needed in reserve shall be returned to Debtor.

(c) Cramdown. Pursuant to section 1129(b) of the Bankruptcy Code, Debtor reserves the right to seek confirmation of the Plan despite the rejection of the Plan by one or more classes of creditors.

(d) Severability. If any provision in the Plan is determined to be unenforceable, the determination will in no way limit or affect the enforceability and operative effect of any other provision of the Plan.

(e) Governing Law. Except to the extent a federal rule of decision or procedure applies, the laws of the State of California govern the Plan.

(f) Lawsuits. Debtor believes that causes of action for fraudulent transfers, voidable preferences, or other claims for relief exist against the following parties:

Party	Creditor Y/N	Nature of Claim	Amount of Claim	Will Debtor Prosecute Action? Y/N
345 6 th Street	Y	Fraud, breach of contract, equitable indemnity, declaratory relief	Unknown	Y

Party	Creditor Y/N	Nature of Claim	Amount of Claim	Will Debtor Prosecute Action? Y/N
750 Gilman LLC	Y	Breach of contract, unjust enrichment, breach of implied covenant of good faith and fair dealing, fraud, nuisance, defamation, retaliatory eviction.	Unknown	Y
Jeff Nelson and Hardwoods Specialty Products, US LP	N	Fraud, breach of implied covenant of good faith and fair dealing, intentional misrepresentation, tortious interference with contract.	\$1,000,000.00 (Value Unknown)	Y
Plywood and Lumber Sales, Inc., Jeffrey L. Hunt	N See Class 2(b)	Breach of contract, breach of implied covenant of good faith and fair dealing, intentional misrepresentation, false promise, tortious interference with contract.	Unknown	Y
Potential Preferences	Y	Potential preference actions against Herman Peters, the State Board of Equalization and Michael Norton (an equity security holder)	\$148,000.00	N

The reorganized Debtor shall retain the right to pursue the aforesaid claims.

(g) Notices. Any notice to the Debtor shall be in writing, and will be deemed to have been given three days after the date sent by first-class mail, postage prepaid and addressed as follows:

The Woodbank, Inc.
c/o Macdonald Fernandez LLP

221 Sansome Street, Third Floor
San Francisco, CA 94104

(h) Post-Confirmation United States Trustee Fees. Following confirmation, Debtor shall continue to pay quarterly fees to the United States Trustee to the extent, and in the amounts, required by 28 U.S.C. § 1930(a)(6). So long as Debtor is required to make these payments, Debtor shall file with the court quarterly reports in the form specified by the United States Trustee for that purpose.

(i) Deadline for § 1111(b) Election. Creditors with an allowed secured claim can make a timely election under section 1111(b) no later than 14 days before the first date set for the hearing on confirmation of the Plan.

(j) Means of Execution. Distributions under this Plan shall be funded from the income generated by the operation of the Debtor's business.

DATED: July 21, 2016

THE WOODBANK, INC.

MACDONALD FERNANDEZ LLP

By: /s/ Brian R. Everett
Brian R. Everett
Responsible Individual for
Debtor-in-Possession,
The Woodbank, Inc.

By: /s/ Reno F.R. Fernandez III
Reno F.R. Fernandez III
Attorneys for
Debtor-in-Possession,
The Woodbank, Inc.

Attorney Certification

I, Reno F.R. Fernandez III, am legal counsel for the Debtor(s) in the above-captioned case and hereby certify the following: (i) the foregoing plan is a true and correct copy of the Individual Chapter 11 Combined Plan and Disclosure Statement promulgated by the Northern District of California, San Francisco Division, on July 30, 2012 (the "Standard-Form Plan"); and (ii) except as specified below, there have been no alterations or modifications to any provision of the Standard-Form Plan.

The following provisions of the Standard-Form Plan have been altered or otherwise modified.

Location	Change
Introduction	Deleted reference to Exhibit 5 as inapplicable.
Part 1	Modified form language to correspond to proposed treatment of class.
Part 2	Modified form language to correspond to proposed treatment of classes. Added class of equity security holders.
Part 3(a)	Deleted provisions re delayed payment of professionals as inapplicable.
Part 3(b)	Added administrative claims bar date.
Part 3(c)	Added language clarifying proper treatment of tax claims.
Part 5(a)	Modified language to add discharge provision appropriate to corporate case.
Part 7(a)	Added language specifying effective date.
Part 7(j)	Added means of execution.

I declare that the foregoing is true and correct. Executed this 21st day of July, 2016.

/s/ Reno F.R. Fernandez III
Attorney for Debtor(s)

Exhibit 1

Events That Led to Bankruptcy

The within case was commenced by filing a voluntary chapter 11 petition on an emergency basis on December 17, 2015. A trustee has not been appointed, and the Debtor is in possession of the estate.

At that time, the Debtor's former landlord, namely 750 Gilman LLC, had scheduled a sale of certain of the Debtor's inventory and equipment for December 18, 2015. At the time of filing the within case, substantially all of the Debtor's assets were held at 772 and 780 Gilman Street in Berkeley, California, which was the Debtor's facility before an unlawful detainer judgment was entered against the Debtor on or about October 28, 2015. Among other factors, said circumstances precipitated the commencement of the within case.

The Debtor recovered possession of its assets in the early days of the case. Thereafter, the Debtor moved its operations to its current facilities in Oakdale, California.

Reorganization

Since moving to its new location, the Debtor has been in a growth phase. In particular, the Debtor has been building up its stock of wood. Accordingly, although the Debtor's net cash flow has been low because its gross income has been invested in wood, the size and value of the Debtor's stock of wood has been growing consistently. Wood is not a perishable commodity. The Debtor's sale cycle is long as major wood purchases are linked to specific projects in which customers use the wood. Specifically, the Debtor's sale cycle is quarterly. The Debtor has now assembled a sufficient size and variety of wood stock to achieve the level of sales it projects pursuant to the attached projections. In addition, the Debtor will be able to sell wood sufficient to fund effective-date payments prior to the Effective Date.

Sources of Information

The past and present financial condition of the Debtor along with estimates and projections made herein, are based upon projections prepared by the Debtor's responsible individual, namely Brian Everett, with the assistance of the Debtor's other equity security holder, namely Michael Norton. The sources of information for the disclosures and attachments herein are the

books and records of the Debtor. Although the Debtor was assisted by an accountant in the preparation of monthly operating reports, the Debtor was not assisted by an accountant in the preparation of this Plan.

Disclaimer: Results May Vary

Results may vary from the Debtor's projections. The disclosures, estimates and projections made herein are based on the Debtor's best estimates in light of current conditions and past experience. Changes in these and other circumstances may cause the actual results to differ from those projected.

Exhibit 2 - What Creditors Would Receive if the Case Were Converted to a Chapter 7

Real Property: N/A

Personal Property:

Description	Liquidation Value
Cash	\$ 130,000.00
Accounts Receivable	\$ 0.00
Wood	\$ 65,000.00
Equipment	\$ 35,000.00
Furniture and Fixtures	\$ 8,700.00
Automobiles	\$ 8,000.00
Causes of Action	Unknown
Subtotal:	\$246,700.00
Less Secured Claims	\$ 134,047.93
Net Proceeds:	\$ 112,652.07

Net Proceeds of Real Property and Personal Property	\$112,652.07
Recovery from Preferences / Fraudulent Conveyances [ADD]	\$148,000.00
Chapter 7 Administrative Claims [SUBTRACT]	Reserved
Chapter 11 Administrative Claims [SUBTRACT]	\$ 77,500.00
Priority Claims [SUBTRACT]	\$ 60,066.19
Chapter 7 Trustee Fees [SUBTRACT]	\$ 26,835.00
Chapter 7 Trustee's Professionals [SUBTRACT]	\$ 30,000.00
NET FUNDS AVAILABLE FOR DISTRIBUTION TO UNSECURED CREDITORS	\$ 65,250.88

Estimated Amount of Unsecured Claims	
Percent Distribution to Unsecured Creditors Under Proposed Plan	8.0 %
Percent Distribution to Unsecured Creditors Under Liquidation Analysis	6.7 %

The foregoing is based upon conservative estimates, and the recovery in a hypothetical chapter 7 liquidation is more likely to be smaller. For example, potential avoidable transfers are disclosed here in their full face amount, but they are likely subject to significant defenses and reduction. Moreover, no estimated litigation costs are included.

Exhibit 3 - Income and Expenses

Effective Date (Oct. 1, 2016)	Gross Profit	Expenses	Net Income	Secured Claims	General Unsecureds	Professional Fees	Other Admin
2016 q4	\$ 144,000.00	\$ 115,200.00	\$ 28,800.00	\$ 7,600.29	\$ 3,978.66	\$ 77,500.00	\$ 43,205.86
17 Q1	\$ 152,000.00	\$ 128,700.00	\$ 23,300.00	\$ 7,600.29	\$ 3,978.66		
17 Q2	\$ 154,000.00	\$ 126,280.00	\$ 27,720.00	\$ 7,600.29	\$ 3,978.66		
17 Q3	\$ 164,000.00	\$ 134,480.00	\$ 29,520.00	\$ 7,600.29	\$ 3,978.66		
17 Q4	\$ 150,000.00	\$ 123,000.00	\$ 27,000.00	\$ 7,600.29	\$ 3,978.66		
18 Q1	\$ 152,000.00	\$ 128,700.00	\$ 23,300.00	\$ 7,600.29	\$ 3,978.66		
18 Q2	\$ 158,000.00	\$ 129,560.00	\$ 28,440.00	\$ 7,600.29	\$ 3,978.66		
18 Q3	\$ 168,000.00	\$ 137,760.00	\$ 30,240.00	\$ 7,600.29	\$ 3,978.66		
18 Q4	\$ 152,000.00	\$ 124,640.00	\$ 27,360.00	\$ 7,600.29	\$ 3,978.66		
19 Q1	\$ 156,000.00	\$ 127,920.00	\$ 28,080.00	\$ 7,600.29	\$ 3,978.66		
19 Q2	\$ 164,000.00	\$ 134,480.00	\$ 29,520.00	\$ 7,600.29	\$ 3,978.66		
19 Q3	\$ 176,000.00	\$ 146,080.00	\$ 29,920.00	\$ 7,600.29	\$ 3,978.66		
19 Q4	\$ 158,000.00	\$ 129,560.00	\$ 28,440.00	\$ 7,600.29	\$ 3,978.66		
20 Q1	\$ 160,000.00	\$ 131,200.00	\$ 28,800.00	\$ 7,600.29	\$ 3,978.66		
20 Q2	\$ 174,000.00	\$ 142,680.00	\$ 31,320.00	\$ 7,600.29	\$ 3,978.66		
20 Q3	\$ 186,000.00	\$ 148,800.00	\$ 37,200.00	\$ 7,600.29	\$ 3,978.66		
20 Q4	\$ 162,000.00	\$ 132,840.00	\$ 29,160.00	\$ 7,600.29	\$ 3,978.66		
21 Q1	\$ 166,000.00	\$ 136,120.00	\$ 29,880.00	\$ 7,600.29	\$ 3,978.66		
21 Q2	\$ 180,000.00	\$ 147,600.00	\$ 32,400.00	\$ 7,600.29	\$ 3,978.66		
21 Q3	\$ 192,000.00	\$ 157,440.00	\$ 34,560.00	\$ 7,600.29	\$ 3,978.66		
Totals:	\$ 3,268,000.00	\$ 2,683,040.00	\$ 584,960.00	\$ 152,005.80	\$ 79,573.20	\$ 77,500.00	\$ 43,205.86

Secured Tax	Unsecured Tax	Executory Cure	US Trustee	Subtotal	Balance
\$ 1,887.54	\$ 2,475.72	\$ 2,100.00	\$ 1,625.00	\$ 128,794.12	\$ 1,205.88
\$	\$ 14,384.61			\$ 25,963.56	\$ 2,836.44
\$	\$ 14,384.61			\$ 25,963.56	\$ (2,663.56)
\$	\$ 14,384.61			\$ 25,963.56	\$ 1,756.44
\$	\$ 14,384.61			\$ 25,963.56	\$ 3,556.44
\$	\$ 14,384.61			\$ 25,963.56	\$ 1,036.44
\$	\$ 14,384.61			\$ 25,963.56	\$ (2,663.56)
\$	\$ 14,384.61			\$ 25,963.56	\$ 2,476.44
\$	\$ 14,384.61			\$ 25,963.56	\$ 4,276.44
\$	\$ 14,384.61			\$ 25,963.56	\$ 1,396.44
\$	\$ 14,384.61			\$ 25,963.56	\$ 2,116.44
\$	\$ 14,384.61			\$ 25,963.56	\$ 3,556.44
\$	\$ 14,384.61			\$ 25,963.56	\$ 3,956.44
\$	\$ 14,384.61			\$ 25,963.56	\$ 2,476.44
\$	\$ 14,384.61			\$ 25,963.56	\$ 2,836.44
\$	\$ 14,384.61			\$ 25,963.56	\$ 5,356.44
\$	\$ 14,384.61			\$ 25,963.56	\$ 11,236.44
\$	\$ 14,384.61			\$ 25,963.56	\$ 3,196.44
\$	\$ 14,384.61			\$ 25,963.56	\$ 3,916.44
\$	\$ 14,384.61			\$ 25,963.56	\$ 6,436.44
\$	\$ 14,384.61			\$ 25,963.56	\$ 8,596.44
\$ 1,887.54	\$ 290,167.92	\$ 2,100.00	\$ 1,625.00	\$ 648,065.32	\$ 66,894.68

Exhibit 4 - Effective Date Feasibility

Can the Debtor Make the Effective Day Payments? Yes.

	Amount	Amount
A. Projected Total Cash on Hand on Effective Date		\$130,000.00
Payments on Effective Date		
Administrative Professional Claims	\$77,500.00	
Other Administrative Expense Claims	\$43,205.86	
Priority Claims	\$ 2,475.72	
Secured Tax Claims	\$ 1,887.54	
Executory Contract Cure Amount	\$ 2,100.00	
U.S. Trustee Fees	\$ 1,625.00	
B. Total Payments on Effective Date		\$128,794.12
C. Net Cash on Effective Date (Line A - Line B) (Not feasible if less than zero)		\$1,205.88