

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF FLORIDA
West Palm Beach Division
www.flsb.uscourts.gov

In re:

Case No. 16-15773-EPK
Chapter 11

LIVING COLOUR
LANDSCAPES, LLC,

Debtor.

_____ /

JOINTLY ADMINISTERED

MARULA PROPS, LLC,

Case No. 16-15774-EPK

Debtor.

_____ /

DEBTORS' JOINT DISCLOSURE STATEMENT

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DEBTORS' JOINT DISCLOSURE STATEMENT

LIVING COLOUR LANDSCAPES, LLC, (“Living Colour”) and MARULA PROPS, LLC, (“Marula”) (collectively, the “Debtors” or “Debtors in Possession”) provide this Joint Disclosure Statement (the “Disclosure Statement”) to all known creditors of the Debtors in order to disclose the information deemed to be material, important, and necessary for a creditor to arrive at a reasonably informed decision in exercising its right to abstain from voting or to vote for acceptance or rejection of the Debtors’ Joint Plan of Reorganization (the “Plan”). A copy of the Plan accompanies this Disclosure Statement.

The United States Bankruptcy Court for the Southern District of Florida, West Palm Beach Division (the “Court”) has set a hearing on confirmation of the Plan for _____ at _____, at the Flagler Waterview Building, 1717 North Flagler Drive, Room 870, Courtroom B, West Palm Beach, Florida, 33401. You may vote on the Plan by filling out and mailing the accompanying ballot form to the Court. Your ballot must be filed on or before _____. As a creditor, your vote is important. In order for the Plan to be deemed accepted, of the ballots cast, creditors that hold as least 2/3 in amount and more than 1/2 in number of the allowed claims of impaired classes must accept the Plan. However, you are advised that the Debtors may be afforded the right under Title 11 of the United States Code §§ 101 *et seq.* (the “Bankruptcy Code”) to have the Plan confirmed over the objections of dissenting creditors consistent with the limitations set forth in the Bankruptcy Code.

THE INFORMATION CONTAINED IN THIS DISCLOSURE STATEMENT HAS BEEN SUBMITTED BY THE DEBTORS AND THEIR MANAGEMENT, UNLESS SPECIFICALLY STATED TO BE FROM OTHER SOURCES. NO REPRESENTATIONS CONCERNING THE DEBTORS (PARTICULARLY AS TO THEIRS FUTURE BUSINESS

OPERATIONS OR THE VALUE OF THEIR PROPERTY) ARE AUTHORIZED OTHER THAN AS SET FORTH IN THIS DISCLOSURE STATEMENT. ANY REPRESENTATIONS OR INDUCEMENTS MADE TO SECURE YOUR ACCEPTANCE WHICH ARE OTHER THAN AS CONTAINED IN THIS DISCLOSURE STATEMENT SHOULD NOT BE RELIED UPON BY YOU IN ARRIVING AT YOUR DECISION, AND SUCH ADDITIONAL REPRESENTATIONS AND INDUCEMENTS SHOULD BE REPORTED TO COUNSEL FOR THE DEBTORS, WHO IN TURN SHALL DELIVER SUCH INFORMATION TO THE UNITED STATES TRUSTEE FOR SUCH ACTION AS MAY BE DEEMED APPROPRIATE.

You are urged to carefully read the contents of this Disclosure Statement before making your decision to accept or reject the Plan. Particular attention should be directed to the provisions of the Plan affecting or impairing your rights as they presently exist. The terms used herein have the same meaning as in the Plan unless the context hereof requires otherwise.

Projections of results of future operations are based on the Debtors' management's best estimates in light of current market conditions, past experience, analysis of general economic conditions, and other estimates which will bear on the results.

ARTICLE I
DEFINITIONS

The Definitions set forth in Article I of the Plan are incorporated herein.

ARTICLE II
PRELIMINARY STATEMENT AND
HISTORY AND FINANCIAL CONDITION OF DEBTORS

(A) HISTORY OF DEBTORS AND SUMMARY OF REASONS FOR FILING PETITION

The Debtors filed voluntary petitions for reorganization (the "Petitions") under Chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the Southern District of Florida (the "Court") on April 21, 2016 (the "Petition Date"). The Petitions were filed to reorganize the

debt structure of the Debtors. The Debtors have continued to operate their business as Debtors-in-Possession pursuant to § 1108 of the Bankruptcy Code.

Debtor Living Colour is a landscaping service, which provides installation and maintenance of landscaping to country clubs and other commercial properties. Debtor Marula is a real estate holding company which owns the nursery located adjacent to Living Colour's offices.

Wells Fargo holds a mortgage on the real property and a lien on the personal property of the Debtors. (The loan was originated by the Small Business Administration.) The debt to Wells Fargo was also personally guaranteed by Deon and Elouise Botha, managers of the Debtors. The instant case was primarily filed to reorganize the debt structure with Wells Fargo. The Debtors and Wells Fargo have agreed to restructured terms, which are described below in Article IV.

Corporate Structure

The corporate structure of the Debtors is as follows:

- The Debtors are 100% owned by Ultimate Retail Solutions, LLC, which in turn is owned by Deon and Elouise Botha, individual debtors in this Court under Chapter 11, Case No. 16-10278-EPK.

Insiders of the Debtor

The insiders of the Debtors, as defined in §101(31) of the Bankruptcy Code, and their relationship to the Debtors are as follows:

- 1) Deon Botha: Mr. Botha is the Managing Member of the Debtors. Mr. Botha's compensation is approximately \$5,400 per month. He has been actively engaged in the day-to-day affairs of the Debtors, including operating Living Colour as a landscape business, operating Marula Props as the holding company for the nursery, managing payroll, and overseeing administrative duties in these cases, including preparation of

the Monthly Operating Reports.

- 2) Elouise Botha: Mrs. Botha also acts as manager of the Debtors, assisting in the duties enumerated directly above. Her monthly salary is approximately \$44,400 per month.

Management of the Debtor

During the two years prior to the Petition Date, and during the pendency of this case, the managers in control of the Debtors (the “Managers”) were Deon and Elouis Botha. After the Effective Date of the order confirming the Plan, the Managers of the Debtors will continue to be Deon and Elouise Botha.

(B) SIGNIFICANT EVENTS DURING THE BANKRUPTCY CASE

- *A Motion to Consolidate Cases* was filed on April 27, 2016 [ECF 14] and subsequently granted in part by this Court on May 10, 2016; i.e., joint administration was allowed.
- *A Motion to Use Cash Collateral of Wells Fargo Bank, N.A.* was filed on April 27, 2016 [ECF 15] and, after agreement with the secured lender Wells Fargo, was subsequently granted by this Court on May 9, 2016 [ECF 24].
- *A Motion for Continuation of Utility Service* was filed on April 27, 2016 [ECF 16] and subsequently granted by this Court’s Interim Order on May 9, 2016 [ECF 25] and Final Order on June 15, 2016 [ECF 51].
- *An Application to Employ Furr and Cohen, P.A. and Aaron A. Wernick, Esq.* was filed on May 18, 2016 [ECF 36]. The Court approved the employment *nunc pro tunc* to date of petition [ECF 49 – Living Colour and ECF 27 – Marula].
- On June 2, 2016, this Court entered an *Order Shortening Time for Filing Proofs of Claim, Establishing Plan and Disclosure Statement Filing Deadlines, and Addressing Related Matters* [ECF 47].

- The office of the U.S. Trustee did not appoint a Committee of Creditors Pursuant to 11 USC Section 1102 [ECF 54 – Living Colour and ECF 29 – Marula].
- On August 19, 2016, Debtors’ filed a *Motion to Extend Exclusivity Period for Filing a Chapter 11 Plan and Disclosure Statement and Extend Exclusivity Period to Solicit Acceptances Thereto* [ECF 65] which was approved by this court on September 7, 2016 [ECF 69].
- On February 21, 2017, the Debtors’ filed an *Ex Parte Motion to Set Administrative Claims Bar Date*, seeking a bar date 30 days from entry of an order approving the motion.

(C) SOURCE OF FINANCIAL INFORMATION

The source of financial information for this Disclosure Statement and Plan is from reports from the Debtors, the Debtors’ principals and management, and the Debtor in Possession monthly operating reports. It has not been audited.

ARTICLE III
DEBTORS’ OPERATION AND STRUCTURE

(A) SYNOPSIS OF OPERATION IN CHAPTER 11

During the course of this Chapter 11 bankruptcy proceeding, the Debtors have continued to operate as Debtors in Possession. The Debtors’ management have remained current on payroll, maintained adequate insurance, filed all monthly operating reports, and have paid all U.S. Trustee fees.

(B) PROJECTED PROFITABILITY AND FEASIBILITY OF PLAN

The Debtors believe that there is minimal risk to creditors as to completion of the Plan. The Debtors have successfully negotiated reduced payout terms with their primary creditor, Wells Fargo. Coupled with the restructured debt terms described in this Disclosure Statement and with positive future projections of cash flow, the Debtors believe that the payment plans proposed in this Disclosure Statement are feasible. Monthly net cash flows, before and after debt service, are

more than sufficient to fund the existing Plan. For further detail of cash flows and a breakdown of projected income and expenses for the Debtors, see attached Exhibit “B”, *Projections of Cash Flow for Post-Confirmation Period* and see attached Exhibit “D” for a copy of the Debtors’ most recent monthly operating report.

(C) EXECUTORY CONTRACTS

Article VI of the Plan entitled “Executory Contracts” indicates that all executory contracts and unexpired leases of the Debtors not expressly assumed prior to the date of confirmation of the Plan (the “Confirmation Date”), or are not at the Confirmation Date the subject of a pending application to assume, shall be deemed to be rejected. The following executory contracts will be assumed: **None.**

(D) OBJECTIONS TO CLAIMS AND PREFERENCE ANALYSIS

Pursuant to the Plan, the Debtors may object to any scheduled claim or filed proof of claim. Such an objection shall preclude the consideration of any claims as “allowed” for the purposes of timely distribution in accordance with the Plan. The deadline to file non-governmental claims was July 20, 2016 for Living Colour and August 23, 2016 for Marula and the deadline to file governmental claims was October 18, 2016. The Debtors are still analyzing claims to determine which objections will be filed. As of the time of filing of this Disclosure Statement, the Debtors anticipate that the following objections to claims will be filed:

<u>Claim No.</u>	<u>Name of Claimant</u>	<u>Amount of Claim</u>	<u>Recommended Disposition and Expected Outcome</u>
5 [LC]	Paskoski Construction, LLC	\$45,000.00	Claim is overstated by \$39,000. The claimant had a credit balance of \$6,000 after providing a down payment for work to be performed by the Debtor. Therefore, the claim will be reduced to \$6,000 and will be a general, unsecured claim.

6 [LC]	Yachtworld.com	\$1,700.00	Proof of Claim filed after claims bar date. In addition, debt was not incurred by the Debtors – Claim likely filed in error. Disallowed and stricken in its entirety.
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The Debtors are still analyzing claims to determine whether further objections will be filed. All indebtedness scheduled by the Debtors, which was not scheduled as disputed, contingent or unliquidated, or any indebtedness set forth in a properly executed and filed proof of claim, shall be deemed an allowed claim unless the same is objected to, and the objection thereto is sustained by the Court.

THE DEBTORS RESERVE THEIR RIGHT TO FILE FURTHER OBJECTIONS TO CLAIMS, SCHEDULED AND NON-SCHEDULED, AS WELL AS OBJECTIONS TO ADMINISTRATIVE EXPENSES, AND/OR SEEK RECONSIDERATION OF THE ALLOWANCE OF ANY CLAIM. The deadline to file objections to claims will be established by this Court's order setting a confirmation hearing.

The Debtors have not yet identified any potential preference or voidable transfer actions. The Debtors continue to analyze whether there are any other avoidance actions which the Debtors can pursue, but as of the time of this filing, believe that none exist.

ARTICLE IV TREATMENT OF CLAIMS AND INTERESTS UNDER THE PLAN

4.1 General. All payments under this Plan shall commence on the first of the month following the Effective Date, which will be fourteen days after the date on which the Bankruptcy Court enters a final order of confirmation on its docket, and in the event that such date is a Saturday, Sunday or legal holiday, the next day thereafter.

4.2 Administrative Expenses. All allowed administrative expenses shall be paid (a) in full on the Effective Date or, if such expense is objected to, the date of a final order allowing any such

administrative expense; or (b) upon such other terms as may be agreed to between the Debtors and each such administrative claimant.

The administrative expense of attorney's fees and costs of Debtors' counsel are estimated to be approximately \$25,000.00 above what has been paid to Aaron A. Wernick, Esq., Esq. of Furr & Cohen, P.A. as a retainer. Prepetition, Debtors' counsel was paid a total retainer of \$25,000.00 by Living Colour and \$10,000.00 by Marula.

All administrative expenses will be paid in full on the Effective Date, unless the parties agree otherwise. All case-related payments for services, costs, and expenses will be subject to Court approval.

ADMINISTRATIVE CLAIMS BAR DATE: All requests for payment of Administrative Claims, other than with respect to applications for payment of professional fees and other than U.S. Trustee and court fees, shall be filed with the Court and served upon the Debtors no later than three days before the Confirmation Hearing. Except as provided herein, any Administrative Claim for which an application or request for payment is not filed within such time period shall be discharged and forever barred.

4.3 All fees due under 11 U.S.C. §1129(a)(12) shall be paid as required by 28 U.S.C. §1930.

4.4 Tax Claims. Priority tax claims are assessed, unsecured income, employment, and other taxes as described by Section 507(a)(8) of the Bankruptcy Code. There are no outstanding priority tax claims.

4.5 Classification of Claims.

Class 1 consists of the allowed secured claim held by Wells Fargo Bank, N.A. ("Wells Fargo"), which as of the Petition Date was in the amount of \$1,297,558.06 [POC 4 – Living Colour

and POC 1 – Marula]¹, secured by a lien/first priority mortgage on the following (collectively, the “Collateral”):

- a. Real Property as defined in the Mortgage recorded on August 7, 2014 at BK 26965 PG 0846 in the Official Records of Palm Beach County, including the real estate located at 6126 Western Way, Lake Worth, FL 33463, which is the nursery owned by Marula, legally described as follows:

The East ½ of the East ½ of the Southeast ¼ of the Southeast ¼ of the Northeast ¼ of Section 10, Township 45 South, Range 42 East, excepting the North 30 feet for road purposes a/k/a Palm Beach Ranches, the East ½ of Lot 3 Block 4.

together with and all of Living Colour’s right, title and interest in all present and future leases of the Property and all rents from the Property.

[This property was valued by Wells Fargo in its proof of claim in the amount of \$295,000.00 and valued by Debtor Marula in its schedules in the amount of \$179,252.00]

- b. All personal property owned by Living Colour, whether now owned or hereafter acquired, whether now existing or hereafter arising, and wherever located, including all inventory, chattel paper, accounts, general intangibles, and equipment.
- c. The following vehicles owned by Living Colour:
- 2007 Isuzu CB VIN #JALC4J16077013339
 - 2008 Isuzu Truck VIN #JALC4J16287001887
 - 2008 Isuzu Truck VIN #JALC4J16887002199
 - 2007 Isuzu Truck VIN #JALC4J16577012137
 - 2008 F7S0 XL Ford Truck VIN #3FRWW75N76V258962
 - 2006 Ford E350 Econoline Van VIN #1FTRE14WX6DB17082
 - 2008 Ford F260 Truck VIN #1FTSW21R98EA26031
 - 2001 Ford F350 XL Truck VIN #1FDSF34L71EB29849
 - 2006 Isuzu Truck VIN #JALC4J16X67016506
 - 2007 Isuzu Truck VIN #JALC4J16277012094
- d. (A) all accessions, attachments, accessories, tools, parts, supplies,

¹ For the sake of clarity, both filed claims relate to the same debt. The proof of claim was filed in both Living Colour and Marula as the claim is secured by assets of both Debtors.

replacements of and additions to any of the collateral described herein, whether added now or later; (B) All products and produce of any of the property described in this Collateral section; (C) All accounts, general intangibles, instruments, rents, monies, payments, and all other rights, arising out of a sale, lease, consignment or other disposition of any of the property described in this Collateral section; (D) All proceeds (including insurance proceeds) from the sale, destruction, loss, or other disposition of any of the property described in this Collateral section, and sums due from a third party who has damaged or destroyed the Collateral or from that party's insurer, whether due to judgment, settlement or other process; and (E) All records and data relating to any of the property described in this Collateral section; whether in the form of a writing, photograph, microfilm, microfiche, or electronic media, together with all of Grantor's right, title, and interest in and to all computer software required to utilize, create, maintain, and process any such records or data on electronic media

[The personal property and vehicles were valued by Wells Fargo in its proof of claim in the amount of \$318,914.33 and valued by Debtor Living Colour in its schedules in the amount of \$323,979.41.]

The UCC Financing Statement evidencing the security interest in Living Colour's personal property was filed with the State of Florida on July 17, 2014, UCC-1 # 201401830615. The mortgage held by Wells Fargo evidencing the secured claim as to the real property (the "Mortgage") was recorded on August 7, 2014 at BK 26965 PG 0846 in the Official Records of Palm Beach County.

Per agreement entered into between Wells Fargo and the Debtors, and per the *Order Authorizing Use of Cash Collateral* [ECF 24], the Debtors have been making monthly payments of \$3,002.08 per month beginning May 1, 2016.

Wells Fargo's claim will be restructured as follows: Wells Fargo shall have a secured claim (the "Modified Secured Claim") for all obligations due by or under the corresponding promissory note except as modified herein, which shall incorporate a new principal amount of \$625,000.00 ("New Principal Balance") as of the Effective Date of the Plan with principal and interest paid monthly based on a 25 year amortization schedule and a 5.75% fixed annual interest

rate, with a balloon date of 10 years from the Effective Date of the Plan, at which time all remaining obligations shall become due and payable, provided there is no default. The Modified Secured Claim will remain secured by the existing and perfected first priority liens on the Collateral.

Monthly payments for the secured New Principal Balance will therefore be \$3,931.92. Said payments consist of principal and interest. The Debtors will be responsible for insurance and taxes. The Debtors may prepay any or all of the Modified Secured Claim amount without any prepayment penalty. The balance of the claim, which is \$672,558.06, will be treated as a general unsecured claim.

Wells Fargo's claim in the amount of the New Principal Balance is a fully secured claim, as evidenced by the corresponding first priority, senior and perfected liens on the Collateral, the Plan and the subsequent Confirmation Order, in the amount of the New Principal Balance, subject to the terms herein. Except as expressly modified by the Plan and/or the Confirmation Order, all provisions of the Promissory Note, the Mortgage and the Security Agreement (the "Loan Documents") attached to Wells Fargo's Proof of Claim Nos. 1 [Marula] and 4 [Living Colour] shall remain in full force and effect.

Default provisions. Upon the occurrence of a default, as defined in the Loan Documents, arising after the Plan Effective Date, notice of default shall be sent to Debtor's attorney at awernick@furrcohen.com and to the Debtors' principals Elouise Botha at elouise@lclus.com and Deon Botha at deon@lclus.com. After providing notice of default, Wells Fargo may, at its sole option (i) immediately exercise any and all remedies available under applicable law and the Loan Documents in state court without the necessity of seeking relief from stay, relief from stay being deemed granted upon default or (ii) seek sale of any or all of the Collateral under 11 U.S.C. §363

will include stay relief and stipulation of dismissal of any future chapter 7 or 11 and, at Wells Fargo's option, stipulated judgment, stipulated receiver, and/or deed in lieu or 363 sale, free and clear of all liens and as good faith purchaser under 363(m), with no tax on deeds or recordings per Section 1146. Relative to a 363 sale, Wells Fargo has the right to credit bid up to its full claim. In addition to the foregoing remedies, Wells Fargo shall be entitled to relief from stay and/or dismissal of any future proceedings instituted by Living Colour or Marula so that Wells Fargo may exercise its rights against the Collateral. The default provisions contained herein are in addition to all provisions as to what constitutes a default and the other rights and remedies related thereto, as set forth in the prior Note, Mortgage and related loan agreements, each of which are incorporate herein.

Within 60 days of the Effective Date, Wells Fargo and/or its agents shall initiate steps so as to commence the sending of monthly mortgage statements directly to the Reorganized Debtors which reflect the New Principal Balance as well as the adjusted interest rate and loan term, as described herein.

Since this class is impaired, the claimant may vote to accept or reject the Plan.

Class 2 consists of the allowed secured claims of the Palm Beach County Tax Collector (the "County"), secured by 2015 property taxes on the Lake Worth property in the approximate amount of \$2,433.09 [POC 2 - Marula], plus the 2016 taxes, estimated to be \$3,139.57.

The statutory interest on these claims is 18% annually, pursuant to Fl. Stat. 192 and 197. Marula will pay the County in full with all accrued, statutory interest in the following manner: Marula will pay \$100.00 per month until March of 2021, and will then pay the remaining balance in one lump sum on or before April 21, 2021, which is five years after the Petition Date. The Debtor may pay any or all amount of said claims before such date and not incur a prepayment

penalty. The County shall retain all statutory and lien rights until paid in full. In the event of default under the terms of the Plan, the Palm Beach County Tax Collector is authorized, without seeking court approval, to exercise its respective rights to enforce payment of its claims and interest due under § 197, Florida Statutes. Such rights include the sale of tax certificates and/or tax deed applications on the real properties which are the subject of this class's claims. Since this class is impaired, the claimant may vote to accept or reject the Plan.

Class 3 consists of the allowed claims of general unsecured creditors. Class 3 claimants are impaired and shall share in a total distribution of \$5,000 *pro rata*.² Payments of \$1,000.00 shall be distributed *pro rata* on an annual basis, starting on the first of the month after the Effective Date, until the aggregate amount of \$5,000.00 is paid. A list of general unsecured claims with proposed payouts is attached as Exhibit "A". The Debtors may prepay any or all of the distributions described herein with no prepayment penalty. Since each claimant in this class is impaired, any claimant in this class may vote to accept or reject the Plan.

Class 4 consists of the Debtors' equity interests in assets of the estate, which are retained under the Plan. All property of the estate will re-vest in the Reorganized Debtors, Living Colour and Marula. Deon Botha and Elouise Botha, through Ultimate Retail Solutions LLC, shall retain all ownership interests in the Debtors. Class 4 is unimpaired and therefore presumed to accept the Plan, pursuant to 11 U.S.C. § 1126(f).

ARTICLE V
CLAIMANTS AND IMPAIRED INTEREST HOLDERS

² The list of unsecured creditors in Exhibit "A" assumes that any pending objections to claims filed by the Debtors will be sustained, and therefore said list does not include creditors whose claims were objected to. In the event that any objected-to claims are allowed, the Debtors reserve the right to amend the list and add those creditors. Nonetheless, the total amount distributed to general unsecured creditors (\$5,000.00) will remain the same regardless of whether more creditors are added to Exhibit "A" or whether any creditor's allowed claim is increased or decreased.

Claimants and interest holders entitled to vote under the Plan must affirmatively act in order for the Plan to be confirmed by the Court. According to the Plan, Classes 1, 2, and 3 are “impaired” classes within the meaning of Section 1124 of the Bankruptcy Code. These classes, accordingly, must vote to accept the Plan in order for the Plan to be confirmed without a “cram down”. A claimant who fails to vote to either accept or reject the Plan will not be included in the calculation regarding acceptance or rejection of the Plan.

A ballot to be completed by the holders of claims and/or interests is included herewith. Instructions for completing and returning the ballots are set forth thereon and should be reviewed at length. The Plan will be confirmed by the Court and made binding upon all claimants and interest holders if (a) with respect to impaired classes of claimants, the Plan is accepted by holders of at least two-thirds in amount and more than one-half in number of claims in each such class voting upon the Plan and (b) with respect to classes of interest holders, if the Plan is accepted by the holders of at least two-thirds in amount of the allowed interests of such class held by holders of such interests. In the event the requisite acceptances are not obtained, the Court may, nevertheless, confirm the Plan if it finds pursuant to Section 1129 of the Bankruptcy Code that the Plan does not discriminate unfairly and accords fair and equitable treatment to any impaired class that does not accept the Plan.

ARTICLE VI
ANALYSIS OF THE PLAN VS. LIQUIDATION ANALYSIS

All payments as provided for in the Debtors’ Plan shall be financed by the Debtors’ net operating revenue plus any cash on hand, unless otherwise stated.

The Debtors believe that this Plan is in the best interest of creditors. As with any Plan, an alternative would be a conversion of the Chapter 11 case to a Chapter 7 case and subsequent liquidation of the assets of the Debtors by a duly appointed or elected trustee. In the event of a

liquidation under Chapter 7, the following is likely to occur:

- (a) An additional tier of administrative expenses under Section 507(a)(1) of the Bankruptcy Code would be incurred. Such administrative expenses would include Trustee's commissions and fees to the Trustee's attorneys, accountants, and other professionals likely to be retained by him or her for the purposes of liquidating the assets of the Debtors;
- (b) Substantially less value would be realized by creditors from the liquidation of the Debtors' interests in its real property, as said property is fully encumbered;
- (c) The Estates and their creditors would not realize the benefit of any future income generated from the continuation of the Debtors' business operations; and
- (d) Further claims would be asserted against the Debtors with respect to such matters as taxes associated with the sale of their assets and the inability of the Debtors to fulfill outstanding, contractual commitments and other related claims.

Predicated upon the foregoing, it is the Debtors' opinion that the liquidation value of the Debtors' assets would be insufficient to make payments to any class of creditors other than the secured creditor, which would only be paid a fraction of its debt, and would leave no monies available for the claims of any other classes of creditors. The Liquidation Analysis which demonstrates the financial consequences of a conversion is attached to this Disclosure Statement as Exhibit "C".

ARTICLE VII RISK ANALYSIS

The Debtors believe there is minimal risk to the creditors if the Plan is confirmed, as the cash flow from the Debtors' business operations is sufficient to service the restructure debt. The on-going operation of the Debtors' business will generate the most funds for payment to creditors.

A statement of projected cash flows is attached to this Disclosure Statement as Exhibit “B” and a copy of the Debtors’ most recent operating report is attached as Exhibit “D”.

ARTICLE VIII
POST-CONFIRMATION REORGANIZED DEBTORS’ STRUCTURE

Equity Structure. Upon the Effective Date, the Debtors shall continue to operate its businesses, and the equity holder Ultimate Retail Solutions, LLC shall retain its original, prepetition ownership percentage in the Reorganized Debtors.

Upon the Effective Date, the Debtors’ management shall remain unchanged, in that Deon Botha will continue as manager of the businesses.

Retention of Assets and Operations. Upon the Effective Date, the Debtors shall retain all assets and continue to operate their business. Upon the Effective Date, the Reorganized Debtors shall be free to operate and to perform any and all acts authorized by their Operating Agreements without further order from the Court.

ARTICLE IX
CONFIRMATION BY “CRAM DOWN”

The Debtors reserve the right, in the event that impaired classes reject the Plan, to seek confirmation of the Plan by “cram down” if the Court finds that the Plan does not discriminate unfairly and is fair and equitable with respect to each dissenting class.

The Plan is deemed “fair and equitable” if it provides (a) that each holder of a secured claim retains its lien and receives deferred cash payments totaling at least the allowed amount of its claim, of a value, as of the effective date of the Plan, of at least the value of its secured interest in the property subject to the lien, and (b) that each holder of an unsecured claim receives property of a value equal to the allowed amount of its claim, or no holder of a junior claim receives or retains any property on account of such claim.

ARTICLE X
MISCELLANEOUS PROVISIONS

(a) Notwithstanding any other provisions of the Plan, any claim which is scheduled as disputed, contingent, or unliquidated or which is objected to in whole or in part on or before the date for distribution, shall not be paid in accordance with the provisions of the Plan until such claim has become an allowed claim by a final order. If allowed, the claim shall be paid on the same terms as if there had been no dispute.

(b) At any time before the Confirmation Date, the Debtors may modify the Plan, but may not modify the Plan so that the Plan, as modified, fails to meet the requirements of Sections 1122 and 1123 of the Bankruptcy Code. After the Debtors file a modification with the Court, the Plan, as modified, shall become an amended Plan.

(c) At any time after the Confirmation Date, and before substantial consummation of the Plan, the Debtors may modify the Plan with permission of the Court so that the Plan, as modified, meets the requirements of Sections 1122 and 1123 of the Bankruptcy Code. The Plan, as modified under this paragraph, shall become an amended Plan.

(d) After the Confirmation Date, the Debtors may, with approval of the Court, and so long as it does not materially and adversely affect the interest of creditors, remedy any defect or omission, or reconcile any inconsistencies in the Plan or in the Order of Confirmation, in such manner as may be necessary to carry out the purposes and effect of the Plan.

ARTICLE XI
DUTIES AND FEES OWED TO THE OFFICE OF THE U.S. TRUSTEE

With respect to pre-confirmation periods, the Debtors are required to pay the appropriate sums required pursuant to Section 1930(a)(6) on the Effective Date. The Debtors must also file all monthly operating reports for the relevant periods indicating the cash disbursements for the

relevant period.

With respect to post-confirmation periods, the Reorganized Debtors will pay the United States Trustee fees for post-confirmation periods based upon all post-confirmation disbursements made by the Reorganized Debtors, and will also file all post-confirmation quarterly operating reports with the Court, until the earlier of the closing of the case or upon dismissal or conversion of the case.

ARTICLE XII
EFFECT OF CONFIRMATION OF PLAN

Discharge of Debtors. On the Confirmation Date, the Debtors will be discharged from any debt that arose before confirmation of the Plan, subject to the occurrence of the Effective Date, to the extent specified in Section 1141(d)(1)(A) of the Bankruptcy Code, except that the Debtors will not be discharged of any debt imposed by the Plan, or of a kind specified in Section 1141(d)(6) of the Bankruptcy Code.

Final Decree as to Debtors. Upon substantial consummation of the Plan, the Debtors, or such other party as the Court shall designate in the order confirming the Plan, shall file a motion with the Court to obtain a final decree to close the case. Alternatively, the Court may enter such a final decree on its own motion.

ARTICLE XIII
TAX IMPLICATIONS OF THE PLAN

The Debtors believe that confirmation of the Plan will not have any adverse tax implications for the Estates. *The Debtors strongly urge that each creditor consult with its own tax advisor regarding the Federal, state, local and other tax consequences which the implementation of the Plan will have on them.*


ARTICLE XIV
CONCLUSION

Under the Plan, all creditors and interest holders of the Debtors will participate in some manner in the distribution to be made thereunder. The Debtors believe that the distributions contemplated in this Plan are fair and afford all claimants and interest holders equitable treatment. ACCORDINGLY, THE DEBTORS RECOMMEND THAT ALL CLAIMANTS AND INTEREST HOLDERS VOTE TO ACCEPT THE PLAN.

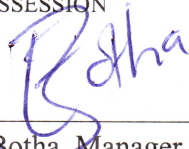
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This Joint Disclosure Statement is respectfully submitted:

LIVING COLOUR LANDSCAPES, LLC
DEBTOR IN POSSESSION

By: 
Deon Botha, Manager of Debtor

MARULA PROPS, LLC
DEBTOR IN POSSESSION

By: 
Deon Botha, Manager of Debtor

Furr & Cohen, P.A.
Attorneys for the Debtors
2255 Glades Road, Ste 337W
Boca Raton, FL 33431
561-395-0500
561-338-7532 fax

By: /s/ Aaron A. Wernick
Aaron A. Wernick, Esq.
Florida Bar No. 14059
awernick@furrcohen.com

EXHIBIT "A"
CLASS 3 - GENERAL UNSECURED CREDITORS

Creditor name & address	Claim No.	Claim amount	Acct. # (last 4 numbers)	Total payout amount	Annual payout amount
Am Trust North America 5800 Lombardo Center Cleveland OH 44131	S	\$1,006.71	8700	\$2.93	\$0.59
GVI Sod Inc. PO Box 25 Jupiter FL 33468	S	\$4,000.00		\$11.63	\$2.33
Native Bloom, Inc. 12834 Big Sur Drive Tampa FL 33625	S	\$1,325.00		\$3.85	\$0.77
Paskoski Construction Co 1028 SE 13 Ter Fort Lauderdale, FL 33316	5	\$6,000.00	1060	\$17.45	\$3.49
Professional Pump Corporation 500 N.W. 77th St. Boca Raton FL 33487	S	\$2,972.41		\$8.64	\$1.73
Unifirst Corp. 500 S.W. 13th Terrace Pompano Beach FL 33069	S	\$1,496.41		\$4.35	\$0.87
Wells Fargo Bank, National Association SBA Lending 301 S. Tyron St., 27th Floor Charlotte NC 28282	S	\$995,575.00	7558	\$2,894.85	\$578.97
Wells Fargo Bank Payment Remittance Center PO Box 6426 Carol Stream, IL 60197	1	\$2,985.33	7241	\$8.68	\$1.74

Wells Fargo Bank Payment Remittance Center PO Box 6426 Carol Stream, IL 60197	2	\$5,867.69	7233	\$17.06	\$3.41
Wells Fargo Bank c/o Andrew J. Nalbandian 1620 E Roseville Pkwy, Ste 100 MAC A1792-018 Roseville, CA 95661	4 [Living Colour] 1 [Marula]	\$672,558.06	9003	\$1,955.61	\$391.12
Wells Fargo Bank Payment Remittance Center PO Box 6426 Carol Stream, IL 60197	3	\$25,772.88	7699	\$74.94	\$14.99

TOTAL

\$1,719,559.49

\$5,000.00

\$1,000.00

Exhibit "B"

Estimated Monthly Projections of Cash Flow and Earnings for Post-Confirmation Period

Income:	Cash generated from sales	\$158,000.00
Expenses:		
	Payroll Expense	\$650.00
	Payroll including Payroll Taxes	\$86,000.00
	Workman's Compensation	\$2,400.00
	Marketing	\$600.00
	Vehicle Repairs	\$2,500.00
	Equipment Repairs and purchases	\$950.00
	Staff Welfare	\$350.00
	Petty Cash	\$750.00
	Gasoline	\$2,750.00
	T-Mobile	\$750.00
	Suppliers	\$45,000.00
	Telephones and Internet	\$140.00
	Licenses	\$150.00
	Taxes	\$150.00
	Utilities (FPL)	\$250.00
	Services Waste Management and Dump Fees	\$750.00
	Professional Services	\$950.00
	Office Supplies	\$450.00
	Sunpass	\$320.00
	Office Expences	\$1,100.00
	Insurance	\$3,250.00
	Healthcare	\$1,500.00
	Security	\$60.00
	Bank Fees	\$150.00
	Uniforms	\$450.00
	Wells Fargo - P&I	\$3,931.92
	Admins	\$625.00
	Other	\$500.00
	Total Expenses	<u>\$157,426.92</u>

EXHIBIT "C"
LIQUIDATION ANALYSIS

Total Assets at Liquidation Value	
Agricultural land/nursery	\$179,252.00
Petty Cash	\$500.00
Bank Act	\$2,565.08
Accounts receivable	\$86,769.33
Plants for installations	\$92,000.00
Office furniture	\$700.00
12 Vehicles	\$122,550.00
Machinery	\$18,545.00
Company shirts	\$50.00
Misc. Personal property	<u>\$300.00</u>
TOTAL:	<u>\$503,231.41</u>
Less: Secured Claims	\$1,297,558.06
Less: Priority claims	\$0.00
Less: Chapter 7 trustee commission and legal fees (est.)	\$45,000.00
Less: Administrative expenses claims	<u>\$28,000.00</u>
TOTAL:	<u>\$1,370,558.06</u>
Balance for unsecured claims in a hypothetical Chapter 7 liquidation:	\$0.00
Total dollar amount of unsecured claims:	\$1,719,559.49
% of Claims Which Unsecured Creditors Would Receive in a Chapter 7:	0%
% of Claims Which Unsecured Creditors Would Receive under the Plan:	0.3%
Payout under the Plan to Unsecured Creditors:	\$5,000.00

Exhibit "D"

**SCHEDULE OF RECEIPTS AND DISBURSEMENTS
FOR THE PERIOD BEGINNING February 01, 2017 AND ENDING February 28, 2017**

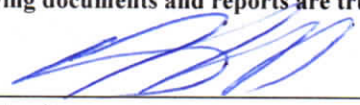
Name of Debtor: Living Color Landscapes Case Number 16-15773-EPK
Date of Petition: April 21, 2016

	<u>CURRENT MONTH</u>	<u>CUMULATIVE PETITION TO DATE</u>
1. FUNDS AT BEGINNING OF PERIOD	<u>9 268.32 (a)</u>	<u>9 268.32 (b)</u>
2. RECEIPTS:		
A. Cash Sales	<u>0</u>	<u> </u>
Minus: Cash Refunds	<u>(-) 0</u>	<u> </u>
Net Cash Sales	<u> </u>	<u> </u>
B. Accounts Receivable	<u>138 204.46</u>	<u>1 584 334.79</u>
C. Other Receipts (See MOR-3) (If you receive rental income, you must attach a rent roll.)	<u> </u>	<u> </u>
3. TOTAL RECEIPTS (Lines 2A+2B+2C)	<u> </u>	<u> </u>
4. TOTAL FUNDS AVAILABLE FOR OPERATIONS (Line 1 + Line 3)	<u>147 472.78</u>	<u>1 593 603.11</u>
5. DISBURSEMENTS		
A. Advertising	<u> </u>	<u>550.93</u>
B. Bank Charges	<u>385.00</u>	<u>3 646.17</u>
C. Contract Labor	<u> </u>	<u> </u>
D. Fixed Asset Payments (not incl. in "N")	<u> </u>	<u> </u>
E. Insurance	<u>7 273.87</u>	<u>53 622.91</u>
F. Inventory Payments (See Attach. 2)	<u>34 922.67</u>	<u>429 137.48</u>
G. Leases	<u> </u>	<u> </u>
H. Manufacturing Supplies	<u> </u>	<u> </u>
I. Office Supplies	<u>1 205.55</u>	<u>6 156.44</u>
J. Payroll - Net (See Attachment 2)	<u>69 140.42</u>	<u>777 288.54</u>
K. Professional Fees (Accounting & Legal)	<u> </u>	<u>64.50</u>
L. Rent	<u> </u>	<u> </u>
M. Repairs & Maintenance	<u>720.42</u>	<u>11 308.50</u>
N. Secured Creditor Payments (See Attach. 2)	<u>3 002.08</u>	<u>30 022.96</u>
O. Taxes Paid - Payroll (See Attachment 2)	<u>13 656.26</u>	<u>148 059.35</u>
P. Taxes Paid - Sales & Use (See Attachment 4C)	<u> </u>	<u> </u>
Q. Taxes Paid - Other (See Attachment 4C)	<u>138.75</u>	<u>2 904.60</u>
R. Telephone	<u>268.81</u>	<u>9 246.31</u>
S. Travel & Entertainment	<u> </u>	<u>1 942.58</u>
Y. U.S. Trustee Quarterly Fees	<u> </u>	<u>15 600.00</u>
U. Utilities	<u>255.95</u>	<u>3 228.38</u>
V. Vehicle Expenses	<u>1 760.30</u>	<u>23 588.66</u>
W. Other Operating Expenses (See MOR-3)	<u>5 817.48</u>	<u>62 705.93</u>
6. TOTAL DISBURSEMENTS (Sum of 5A thru W)	<u>138 547.56</u>	<u>1 584 677.89</u>
7. ENDING BALANCE (Line 4 Minus Line 6)	<u>8 925.22 (c)</u>	<u>8 925.22 (c)</u>

.49

I declare under penalty of perjury that this statement and the accompanying documents and reports are true and correct to the best of my knowledge and belief.

This 24 day of March, 2017.



(Signature)

- (a) This number is carried forward from last month's report. For the first report only, this number will be the balance as of the petition date.
- (b) This figure will not change from month to month. It is always the amount of funds on hand as of the date of the petition.
- (c) These two amounts will always be the same if form is completed correctly.

MONTHLY SCHEDULE OF RECEIPTS AND DISBURSEMENTS (cont'd)

Detail of Other Receipts and Other Disbursements

OTHER RECEIPTS:

Describe Each Item of Other Receipt and List Amount of Receipt. Write totals on Page MOR-2, Line 2C.

<u>Description</u>	<u>Current Month</u>	<u>Cumulative Petition to Date</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
TOTAL OTHER RECEIPTS	_____	_____

“Other Receipts” includes Loans from Insiders and other sources (i.e. Officer/Owner, related parties directors, related corporations, etc.). Please describe below:

<u>Loan Amount</u>	<u>Source of Funds</u>	<u>Purpose</u>	<u>Repayment Schedule</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

OTHER DISBURSEMENTS:

Describe Each Item of Other Disbursement and List Amount of Disbursement. Write totals on Page MOR-2, Line 5W.

<u>Description</u>	<u>Current Month</u>	<u>Cumulative Petition to Date</u>
Cash withdrawal to accommodate bank bridging		5 000.00
Petty Cash		4 196.45
Comcast		2 966.86
Gasoline	3 090.98	37 222.67
Paymaster	258.25	3 077.85
Landscape Architect & Consulting		8 064.44
Equipment Rental		1 476.24
Staff Wellfare	460.26	3 482.56
Uniform		912.72
Waste Management		647.18
Safeguard		283.92
Health Insurance	2 007.99	2 007.99
Equipment Purchase		500.00
TOTAL OTHER DISBURSEMENTS	<u>5 817.48</u>	<u>69 378.62</u>

NOTE: Attach a current Balance Sheet and Income (Profit & Loss) Statement.

ATTACHMENT 1

MONTHLY ACCOUNTS RECEIVABLE RECONCILIATION AND AGING

Name of Debtor: Living Colour Landscapes LLC Case Number: 16-15774 EPK

Reporting Period beginning 02/01/2017 Period ending 02/28/2017

ACCOUNTS RECEIVABLE AT PETITION DATE: 94,194.33

ACCOUNTS RECEIVABLE RECONCILIATION

(Include all accounts receivable, pre-petition and post-petition, including charge card sales which have not been received):

Beginning of Month Balance	<u>\$ 256,778.03 (a)</u>
PLUS: Current Month New Billings	\$ 156,798.20
MINUS: Collection During the Month	<u>\$ 138,204.46(b)</u>
PLUS/MINUS: Adjustments or Writeoffs	<u>\$ _____</u>
End of Month Balance	<u>\$ 275,371.77 (c)</u>

*For any adjustments or Write-offs provide explanation and supporting documentation, if applicable:

POST PETITION ACCOUNTS RECEIVABLE AGING

(Show the total for each aging category for all accounts receivable)

0-30 Days	31-60 Days	61-90 Days	Over 90Days	Total
<u>\$ 86,383.85</u>	<u>\$ 65,255.63</u>	<u>\$ 38,589.64</u>	<u>\$ 85,142.65</u>	<u>\$275,371.77 (c)</u>

For any receivables in the "Over 90 Days" category, please provide the following:

<u>Customer</u>	<u>Receivable Date</u>	<u>Status</u> (Collection efforts taken, estimate of collectibility, write-off, disputed account, etc.)
-----------------	------------------------	---

(a) This number is carried forward from last month's report. For the first report only, this number will be the balance as of the petition date.

(b) This must equal the number reported in the "Current Month" column of Schedule of Receipts and Disbursements (Page MOR-2, Line 2B).

(c) These two amounts must equal.

ATTACHMENT 2

MONTHLY ACCOUNTS PAYABLE AND SECURED PAYMENTS REPORT

Name of Debtor: Living Colour Landscapes LLC Case Number: 16-15774 EPK

Reporting Period beginning 02/01/2017 Period ending 02/28/2017

In the space below list all invoices or bills incurred and not paid since the filing of the petition. Do not include amounts owed prior to filing the petition. In the alternative, a computer generated list of payables may be attached provided all information requested below is included.

POST-PETITION ACCOUNTS PAYABLE

<u>Date Incurred</u>	<u>Days Outstanding</u>	<u>Vendor</u>	<u>Description</u>	<u>Amount</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
TOTAL AMOUNT				_____ (b)

Check here if pre-petition debts have been paid. Attach an explanation and copies of supporting documentation.

ACCOUNTS PAYABLE RECONCILIATION (Post Petition Unsecured Debt Only)

Opening Balance	\$ 30 424.03	(a)
PLUS: New Indebtedness Incurred This Month	\$ 34 916.54	
MINUS: Amount Paid on Post Petition,	\$ 34 916.54	
Accounts Payable This Month	\$	
PLUS/MINUS: Adjustments	\$ _____ *	
Ending Month Balance	\$ 30 424.03	(c)

*For any adjustments provide explanation and supporting documentation, if applicable.

SECURED PAYMENTS REPORT

List the status of Payments to Secured Creditors and Lessors (Post Petition Only). If you have entered into a modification agreement with a secured creditor/lessor, consult with your attorney and the United States Trustee Program prior to completing this section).

<u>Secured Creditor/ Lessor</u>	<u>Date Payment Due This Month</u>	<u>Amount Paid This Month</u>	<u>Number of Post Petition Payments Delinquent</u>	<u>Total Amount of Post Petition Payments Delinquent</u>
<u>Wells Fargo</u>	_____	<u>\$3 002.08</u>	<u>0</u>	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
TOTAL		<u>\$ 3 002.08</u>	(d)	

(a) This number is carried forward from last month's report. For the first report only, this number will be zero.

(b, c) The total of line (b) must equal line (c).

(d) This number is reported in the "Current Month" column of Schedule of Receipts and Disbursements (Page MOR-2, Line 5N).

**ATTACHMENT 3
INVENTORY AND FIXED ASSETS REPORT**

Name of Debtor: Living Colour Landscapes LLC Case Number: 16-15774 EPK

Reporting Period beginning 02/01/2017 Period ending 02/28/2017

INVENTORY REPORT

INVENTORY BALANCE AT PETITION DATE: \$ 131,769.93
 INVENTORY RECONCILIATION:
 Inventory Balance at Beginning of Month \$ 119,768.22 (a)
 PLUS: Inventory Purchased During Month \$ 34,922.67
 MINUS: Inventory Used or Sold \$ 40,853.97
 PLUS/MINUS: Adjustments or Write-downs \$ _____*
 Inventory on Hand at End of Month \$ 113,836.92

METHOD OF COSTING INVENTORY: _____

*For any adjustments or write-downs provide explanation and supporting documentation, if applicable.

INVENTORY AGING

Less than 6 months old	6 months to 2 years old	Greater than 2 years old	Considered Obsolete	Total Inventory
<u>60</u> %	<u>20</u> %	<u>20</u> %	_____ %	= <u>100</u> %*

* Aging Percentages must equal 100%.

Check here if inventory contains perishable items.

Description of Obsolete Inventory: _____

FIXED ASSET REPORT

FIXED ASSETS FAIR MARKET VALUE AT PETITION DATE: \$141,095.00 (b)
 (Includes Property, Plant and Equipment)

BRIEF DESCRIPTION (First Report Only): _____

FIXED ASSETS RECONCILIATION:
 Fixed Asset Book Value at Beginning of Month \$ 129,161.60 (a)(b)
 MINUS: Depreciation Expense \$ 1,250.45
 PLUS: New Purchases \$ _____
 PLUS/MINUS: Adjustments or Write-downs \$ _____*
 Ending Monthly Balance \$ 127,911.15

*For any adjustments or write-downs, provide explanation and supporting documentation, if applicable.

BRIEF DESCRIPTION OF FIXED ASSETS PURCHASED OR DISPOSED OF DURING THE REPORTING PERIOD: _____

(a) This number is carried forward from last month's report. For the first report only, this number will be the balance as of the petition date.

(b) Fair Market Value is the amount at which fixed assets could be sold under current economic conditions. Book Value is the cost of the fixed assets minus accumulated depreciation and other adjustments.

ATTACHMENT 7

SUMMARY OF OFFICER OR OWNER COMPENSATION

SUMMARY OF PERSONNEL AND INSURANCE COVERAGES

Name of Debtor: Living Colour Landscapes LLC Case Number: 16-15774 EPK

Reporting Period beginning 02/01/2017 Period ending 02/28/2017

Report all forms of compensation received by or paid on behalf of the Officer or Owner during the month. Include car allowances, payments to retirement plans, loan repayments, payments of Officer/Owner's personal expenses, insurance premium payments, etc. Do not include reimbursement for business expenses Officer or Owner incurred and for which detailed receipts are maintained in the accounting records.

<u>Name of Officer or Owner</u>	<u>Title</u>	<u>Payment Description</u>	<u>Amount Paid</u>
<u>Deon & Elouise Botha</u>	<u>Owner</u>	<u>Payroll Week 4/5</u>	<u>\$ 3425.97</u>
<u>Deon & Elouise Botha</u>	<u>Owner</u>	<u>Payroll Week 6</u>	<u>\$ 1 427.95</u>
<u>Deon & Elouise Botha</u>	<u>Owner</u>	<u>Payroll Week 7</u>	<u>\$ 1 427.95</u>
	<u>Owner</u>	<u>Payroll Week 7</u>	<u>\$</u>

PERSONNEL REPORT

	<u>Full Time</u>	<u>Part Time</u>
Number of employees at beginning of period	<u>29</u>	<u>1</u>
Number hired during the period	<u>3</u>	<u>1</u>
Number terminated or resigned during period	<u></u>	<u>3</u>
Number of employees on payroll at end of period	<u>26</u>	<u>0</u>

CONFIRMATION OF INSURANCE

List all policies of insurance in effect, including but not limited to workers' compensation, liability, fire, theft, comprehensive, vehicle, health and life. For the first report, attach a copy of the declaration sheet for each type of insurance. For subsequent reports, attach a certificate of insurance for any policy in which a change occurs during the month (new carrier, increased policy limits, renewal, etc.).

<u>Agent and/or Carrier</u>	<u>Phone Number</u>	<u>Policy Number</u>	<u>Coverage Type</u>	<u>Expiration Date</u>	<u>Date Premium Due</u>
<u>Amtrust</u>	<u>(561) 210-8715</u>	<u>AWC1050127</u>	<u>Workmans Comp</u>	<u>08/01/2017</u>	<u>20th of each month</u>
<u>Mapfre</u>	<u>561-210-8715</u>	<u>4150140010553</u>	<u>Auto Insurance</u>	<u>08/01/2017</u>	<u>Renewals Due 08/01</u>
<u>Mapfre</u>	<u>561-210-8715</u>	<u>CP0324421</u>	<u>General Liability</u>	<u>08/01/2017</u>	<u>Renewals Due 08/01</u>
<u>Prudential</u>		<u>Deon Botha</u>	<u>Life Insurance</u>		<u>Annual Payment</u>

The following lapse in insurance coverage occurred this month:

<u>Policy Type</u>	<u>Date Lapsed</u>	<u>Date Reinstated</u>	<u>Reason for Lapse</u>
<u></u>	<u></u>	<u></u>	<u></u>
<u></u>	<u></u>	<u></u>	<u></u>

Check here if U. S. Trustee has been listed as Certificate Holder for all insurance policies.

ATTACHMENT 8

	2017 February	2015 Dec
Living Colour Landscapes LLC		
Balance Sheet		
As of February 28 2016		
Assets		
Current Assets		
Checking - Wells Fargo		-\$2,292.62
Checking - TD Bank	\$25,291.85	\$11,376.09
Exchange		\$24,763.60
Accounts Receivable	\$275,371.77	\$67,195.68
Inventory	\$113,836.92	\$237,196.00
Total Current Assets	\$414,500.54	\$338,238.75
Property And Equipment		
Equipment	\$42,053.52	\$84,014.97
Transportation Equipment	\$110,126.82	\$222,587.14
Computer	\$3,601.23	\$8,750.00
Furniture & Fixtures	\$2,100.00	\$5,250.00
Less: Accumulated Depreciation	-\$29,537.23	-\$161,576.00
Net Property And Equipment	\$128,344.34	\$159,026.11
Other Assets		
Goodwill	\$536,515.31	\$602,698.14
Organization Expenses	\$32,685.91	\$32,685.91
Accum Amortization	-\$48,653.34	-\$66,182.83
Total Other Assets	\$520,547.88	\$569,201.22
Total Assets	\$1,063,392.76	\$1,066,466.08
Liabilities and Members Equity		
		2015 December
Current Liabilities		
Credit Card # 7241	\$2,497.58	\$816.09
Credit Card # 7233	\$2,040.38	\$2,727.52
Bank Overdraft - Wells Fargo	\$25,185.58	\$25,016.71
Amex Payable		\$115,215.76
Accounts Payable	\$30,424.03	\$100,977.65
Total Current Liabilities	\$60,147.57	\$244,753.73
Long-Term Liabilities		
Long Term Note Payable	\$1,255,831.60	\$1,255,831.60
Total Long-Term Liabilities	\$1,255,831.60	\$1,255,831.60

Total Liabilities	\$1,315,979.17	\$1,500,585.33
Partners Capital		
Partners Capital	\$100.00	\$100.00
Retained Earnings	-\$351,702.69	-\$33,407.82
Net Income (Loss)	99,016.28	-\$400,811.43
Total Partners Capital	-252,586.41	-\$434,119.25
Total Liabilities And Partners Capital	1,063,392.76	\$1,066,466.08