

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF FLORIDA
WEST PALM BEACH DIVISION

In re:

ORANGE PEEL ENTERPRISES, INC.,

Case No. 16-21023-EPK

Debtor.

Chapter 11

DISCLOSURE STATEMENT FOR DEBTOR'S CHAPTER 11 PLAN OF LIQUIDATION

June 5, 2017

Respectfully Submitted,

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ATTORNEYS FOR DEBTOR

**IMPORTANT: THIS DISCLOSURE STATEMENT CONTAINS INFORMATION THAT
MAY BEAR UPON YOUR DECISION TO ACCEPT OR REJECT THE PROPOSED
CHAPTER 11 PLAN. PLEASE READ THIS DOCUMENT WITH CARE.**

EXHIBIT INDEX

EXHIBIT A: Chapter 11 Plan of Liquidation

EXHIBIT B: Claims Analysis

EXHIBIT C: Form Ballot

EXHIBIT D: Transfers in 90 Day Period Prior to the Petition Date that Exceed \$6,225 in the Aggregate

EXHIBIT E: Insider Transfers

DEBTOR'S DISCLOSURE STATEMENT FOR DEBTOR'S CHAPTER 11 PLAN OF LIQUIDATION

THE DEBTOR RESERVES THE RIGHT TO AMEND OR SUPPLEMENT THIS PROPOSED DISCLOSURE STATEMENT AT OR BEFORE THE CONFIRMATION HEARING.

INTRODUCTION

Orange Peel Enterprises, Inc. (the "**Debtor**")¹ provides this Disclosure Statement (the "**Disclosure Statement**") to all of Debtor's Creditors in order to permit such Creditors to make an informed decision in voting to accept or reject the Debtor's Chapter 11 Plan of Liquidation (the "**Plan**") [ECF No. 173]² filed on June 5, 2017 with the United States Bankruptcy Court for the Southern District of Florida (the "**Bankruptcy Court**" or the "**Court**") in connection with the above-captioned case (the "**Case**"). A copy of the Plan is attached to this Disclosure Statement as **Exhibit A**. Capitalized terms used herein but not otherwise defined have the meanings assigned to such terms in the Plan. Whenever the words "include," "includes" or "including" are used in this Disclosure Statement, they are deemed to be followed by the words "without limitation."

The Disclosure Statement is presented to certain holders of Claims against the Debtor in accordance with the requirements of section 1125 of the United States Bankruptcy Code, 11 U.S.C. §§ 101 *et seq.* (the "**Bankruptcy Code**" or the "**Code**"). Section 1125 of the Bankruptcy Code requires that a disclosure statement provide information sufficient to enable a hypothetical and reasonable investor, typical of the Debtor's Creditors and stockholders, to make an informed judgment whether to accept or reject the Plan. The Disclosure Statement may not be relied upon for any purpose other than that described above.

THE DISCLOSURE STATEMENT AND THE PLAN ARE AN INTEGRAL PACKAGE, AND THEY MUST BE CONSIDERED TOGETHER FOR THE READER TO BE ADEQUATELY INFORMED. THIS INTRODUCTION IS QUALIFIED IN ITS ENTIRETY BY THE REMAINING PORTIONS OF THIS DISCLOSURE STATEMENT, AND THIS DISCLOSURE STATEMENT IN TURN IS QUALIFIED, IN ITS ENTIRETY, BY THE PLAN.

NO REPRESENTATIONS CONCERNING THE DEBTOR (PARTICULARLY AS TO THE VALUE OF ITS PROPERTY) ARE AUTHORIZED BY THE DEBTOR OTHER THAN AS SET FORTH IN THIS DISCLOSURE STATEMENT AND ITS EXHIBITS. ANY REPRESENTATIONS OR INDUCEMENTS MADE TO SECURE YOUR ACCEPTANCE OF THE PLAN OTHER THAN AS CONTAINED IN THE

¹ All capitalized terms not defined herein are defined in the Plan.

² ECF No. refers to the number assigned to each document placed on the docket maintained in this Case by the Clerk of Court.

DISCLOSURE STATEMENT AND ITS EXHIBITS 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 DEBTOR, WHO WILL IN TURN DELIVER SUCH INFORMATION TO THE BANKRUPTCY COURT FOR SUCH ACTION AS MAY BE APPROPRIATE.

THE INFORMATION CONTAINED IN THIS DISCLOSURE STATEMENT, INCLUDING ANY EXHIBITS CONCERNING THE FINANCIAL CONDITION OF THE DEBTOR AND THE OTHER INFORMATION CONTAINED HEREIN, HAS NOT BEEN SUBJECT TO AN AUDIT OR INDEPENDENT REVIEW EXCEPT AS EXPRESSLY SET FORTH HEREIN. ACCORDINGLY, THE DEBTOR IS UNABLE TO WARRANT OR REPRESENT THAT THE INFORMATION CONCERNING THE DEBTOR OR ITS FINANCIAL CONDITIONS IS ACCURATE OR COMPLETE. THE PROJECTED INFORMATION CONTAINED IN THIS DISCLOSURE STATEMENT HAS BEEN PRESENTED FOR ILLUSTRATIVE PURPOSES ONLY, AND, BECAUSE OF THE UNCERTAINTY AND RISK FACTORS INVOLVED, THE DEBTOR'S ACTUAL RESULTS MAY NOT BE AS PROJECTED HEREIN.

ALTHOUGH AN EFFORT HAS BEEN MADE TO BE ACCURATE, THE DEBTOR DOES NOT WARRANT OR REPRESENT THAT THE INFORMATION CONTAINED IN THIS DISCLOSURE STATEMENT AND ITS EXHIBITS IS CORRECT. THE DISCLOSURE STATEMENT CONTAINS ONLY A SUMMARY OF THE PLAN. EACH CREDITOR IS STRONGLY URGED TO REVIEW THE PLAN PRIOR TO VOTING ON IT.

THE STATEMENTS CONTAINED IN THIS DISCLOSURE STATEMENT ARE MADE AS OF THE DATE OF THE DISCLOSURE STATEMENT UNLESS ANOTHER TIME IS SPECIFIED. THE DELIVERY OF THIS DISCLOSURE STATEMENT WILL NOT UNDER ANY CIRCUMSTANCES CREATE AN IMPLICATION THAT THERE HAS NOT BEEN ANY CHANGE IN THE FACTS SET FORTH SINCE THE DATE OF THE DISCLOSURE STATEMENT.

A STATEMENT OF THE ASSETS AND LIABILITIES OF THE DEBTOR AS OF THE DATE OF THE COMMENCEMENT OF THE CASE IS ON FILE WITH THE CLERK OF THE BANKRUPTCY COURT AND MAY BE INSPECTED BY INTERESTED PARTIES DURING REGULAR BUSINESS HOURS.

THIS DISCLOSURE STATEMENT HAS BEEN PREPARED IN ACCORDANCE WITH SECTION 1125 OF THE BANKRUPTCY CODE AND NOT IN ACCORDANCE WITH FEDERAL OR STATE SECURITIES LAWS OR OTHER APPLICABLE NON-BANKRUPTCY LAW.

THIS DISCLOSURE STATEMENT WILL NOT BE CONSTRUED TO BE ADVICE ON THE TAX, SECURITIES OR OTHER LEGAL EFFECTS OF THE PLAN. EACH CREDITOR SHOULD, THEREFORE, CONSULT WITH ITS OWN LEGAL, BUSINESS, FINANCIAL AND TAX ADVISERS AS TO ANY SUCH MATTERS

CONCERNING THE SOLICITATION, THE PLAN OR THE TRANSACTIONS CONTEMPLATED THEREBY.

Pursuant to the Bankruptcy Code, the Plan was filed with the Bankruptcy Court and this Disclosure Statement was filed thereafter. The Bankruptcy Court will schedule a hearing to consider the approval of this Disclosure Statement, and if approved, this Court will schedule a hearing on confirmation of the Plan (the “**Confirmation Hearing**”) to be held at the United States Bankruptcy Court for the Southern District of Florida, Flagler Waterview Building, 1515 North Flagler Drive, 8th Floor, Courtroom A, West Palm Beach, Florida 33401. At the Confirmation Hearing, the Bankruptcy Court will consider whether this Disclosure Statement and the Plan satisfy the requirements of the Bankruptcy Code, including whether the Plan is in the best interests of the claimants.

To obtain, at your cost, additional copies of this Disclosure Statement or of the Plan, please contact Shraiberg, Landau & Page, P.A., 2385 NW Executive Center Drive, Ste. 300, Boca Raton, FL 33431, Phone: (561) 443-0800, Facsimile: (561) 998-0047.

This Disclosure Statement contains only a summary of the Plan. Each Creditor is urged to review the Plan in its entirety prior to voting. In the event of any inconsistency between the Plan and the Disclosure Statement, the provisions of the Plan will control.

The legal, contractual and equitable rights of certain Creditors are altered, modified or changed by the proposed treatment under the Plan and are therefore considered “Impaired.” Creditors with Claims that are “Impaired” are entitled to vote to accept or reject the Plan, and may vote on the Plan by completing the Ballot which is enclosed.

I. BRIEF OVERVIEW OF CHAPTER 11

Chapter 11 is the principal reorganization chapter of the Code. Pursuant to Chapter 11, a debtor is authorized to reorganize its financial affairs for its own benefit and that of its creditors. With this purpose in mind, businesses sometimes use chapter 11 as a means to conduct asset sales and other forms of liquidation. Whether the aim is reorganization or liquidation, a chapter 11 plan sets forth and governs the treatment and rights to be afforded to creditors and stockholders with respect to their claims against and interests in a debtor’s bankruptcy estate.

The commencement of a Chapter 11 case creates an estate comprised of all the legal and equitable interests that a debtor has in property as of the date that the bankruptcy petition is filed. The Code provides that a debtor may continue to manage its financial affairs and remain in possession of its property as a “debtor in possession.”

The Debtor has remained in possession of its property as Debtor in Possession. No Trustee or Examiner has been appointed in this Chapter 11 Case.

The filing of a Chapter 11 petition also triggers the “automatic stay” provisions of the Code. Section 362 of the Code provides for a stay or an injunction against any attempt to collect a pre-petition debt, claim or obligation from a debtor or to otherwise interfere with the debtor’s

property or business. Unless the Bankruptcy Court orders otherwise, the automatic stay remains in full force and effect until the plan is confirmed.

The formulation of a plan of reorganization or liquidation is the primary purpose of a Chapter 11 case. A plan sets forth the means by which a debtor will satisfy creditors who hold claims against a debtor. Although it is often referred to as a plan of reorganization, it may also provide for the orderly liquidation or transfer of the debtor's assets.

After a plan is filed, the holders of claims against or interests in a debtor are requested to vote to accept or reject the plan. Before soliciting acceptances of a proposed plan, Section 1125 of the Code requires that a debtor prepare a disclosure statement which contains adequate information about a debtor, its assets and its liabilities that will enable a hypothetical, reasonable investor to make an informed decision about the plan.

Chapter 11 does not require that each holder of a claim against or an equity interest in a debtor vote in favor of a plan for the Bankruptcy Court to confirm the plan. The Code defines acceptance of a plan by a given class of creditors holding claims against a debtor as acceptance by at least two-thirds in amount and more than one-half of the number of the holders of allowed claims in that class actually voting. The Code also defines acceptance of a plan by a class of equity interests as acceptance by holders of two-thirds of the number of interests actually voting. Holders of claims or interests who fail to vote will not be counted as having either accepted or rejected the plan.

Classes of claims or equity interests that are not "impaired" under the plan are conclusively presumed to have accepted the plan, and therefore, are not entitled to vote. Acceptances of the Plan in this Chapter 11 Case are being solicited only from those entities holding Claims in an impaired class.

Even if all of the classes of claims accept a plan of reorganization or liquidation, the Bankruptcy Court may determine that a plan should not be confirmed if the plan does not meet the requirements of Section 1129 of the Code. Generally, Section 1129 requires, among other provisions, that a plan be in the "best interest" of creditors and that it be "feasible" before being confirmed. The "best interest" test generally requires that the value of the consideration to be distributed to the holders of claims under the plan is not less than what they would receive if the assets of the debtor were liquidated pursuant to Chapter 7 of the Code. To satisfy the "feasibility" requirement of Section 1129, the Court must also find that there is a reasonable probability that the debtor will be able to perform the obligations set forth in the plan. The Debtor believes that the "best interest" and "feasibility" requirements are satisfied by the Plan.

The Bankruptcy Court may confirm a plan even though fewer than all of the classes of impaired claims accept it. For a plan to be confirmed despite the rejection of one or more classes of impaired claims, the proponent of the plan must show, among other requirements, that the plan does not discriminate unfairly and that it is fair and equitable with respect to each impaired class of claims that has not accepted the plan. The Bankruptcy Court must also determine, pursuant to Section 1129(b) of the Code, that the economic terms of the plan of reorganization do not unfairly discriminate with respect to an objecting class. The Debtor believes that the

economic terms of the Plan do not unfairly discriminate with respect to any of the impaired classes.

II. EVENTS DURING CHAPTER 11

A. Background and Bankruptcy Petition

The Debtor, located in Vero Beach, Florida, was—until a February 2017 sale following an auction—in the business of formulation, manufacture, and wholesale distribution of health food products and supplements under the Greens+® brand and brand extensions. Prior to the Petition Date, the Debtor had operated for over 28 years. Approximately two years prior to the Petition Date, the Debtor's net operating income suffered dramatic reductions. It became apparent that the Debtor needed to change management, and it thereafter removed two officers. As the Debtor was recovering, it was served within one week with two Pre-Petition Lawsuits—(a) *National Sales Associates, LLC v. Greens Plus*, Case No. CACE16012042, filed in the Circuit Court for the Seventeenth Judicial Circuit in and for Broward County, Florida; and (b) *Environmental Research Center, Inc. v. Orange Peel Enterprises, Inc.*, Case No. CGC-16-552495, filed in the Superior Court of the State of California, County of San Francisco—and the Debtor did not have adequate financial resources to defend the same. Due to this event, and shortly thereafter, the Debtor filed a voluntary petition for relief under chapter 11 of the United States Bankruptcy Code. 100% of the Debtor's equity is owned by Jude A. Deauville, the Debtor's founder and current chief executive officer. On the Petition Date—August 9, 2016—the Debtor filed the above-captioned bankruptcy case.

B. The Filing of the Case

The Debtor, located in Vero Beach, Florida, was—until a February 2017 sale following an auction—in the business of formulation, manufacture, and wholesale distribution of health food products and supplements under the Greens+® brand and brand extensions. Prior to the Petition Date, the Debtor had operated for over 28 years. 100% of the Debtor's equity is owned by Jude A. Deauville, the Debtor's founder and current chief executive officer.

C. Meeting of Creditors and Monthly Operating Reports

The 341 meeting of creditors took place on September 15, 2016. *See* ECF Nos. 9 and 47. The Debtor will continue to file its monthly operating reports throughout the duration of this case. A copy of the Debtor's monthly operating reports can be reviewed at the office of the Clerk, United States Bankruptcy Court, Southern District of Florida or electronically through the Official Court Electronic Document Filing system maintained by PACER at www.flsb.uscourts.gov.

D. Retention and Compensation of Professionals

The Debtor sought, and the Bankruptcy Court authorized the Debtor to retain, certain Professionals in connection with the Case. Specifically, the Debtor has retained, and the Bankruptcy Court approved, the retention of:

1. Shraiberg, Landau & Page, P.A. as general bankruptcy counsel, *see* ECF No. 41;
2. Buratti P.A. as special corporate counsel, *see* ECF Nos. 64 and 70;
3. Mark Terry, P.A. as special intellectual property counsel, *see* ECF No. 89; and
4. ACM Capital Partners, LLC as the Debtor's investment banker. *See* ECF No. 40.

The Debtor reserves the right to retain additional Professionals in connection with the Case as needed. As of the date of the filing of this Disclosure Statement, Buratti P.A. has filed interim fee applications, *see* ECF Nos. 83 and 159, and has been awarded interim fees and expenses of \$79,167.03, with an additional \$19,129.50 in fees requested in such applications being held back pending further application and Court order. *See* ECF Nos. 137 and 169. As of the date of the filing of this Disclosure Statement, the Debtor has paid the \$79,167.03 in interim awarded fees and expenses to Buratti P.A.

As of the date of the filing of this Disclosure Statement, Mark Terry, P.A. has received from the Debtor a flat fee of \$2,000 pursuant to the Court's order authorizing Mark Terry, P.A.'s retention.

As of the date of the filing of this Disclosure Statement, ACM Capital Partners, LLC has applied for, and has been awarded on a final basis, fees and expenses totaling \$60,000, and the Debtor has paid this sum to ACM Capital Partners, LLC.

The Debtor estimates that fees and expenses for professionals not yet paid on a final basis—including the \$19,129.50 in held back fees for Buratti P.A.—will total approximately \$150,000.

E. Payment of Administrative Claim

One of the Debtor's vendors, Alternative Laboratories, LLC, filed Claim No. 8-1 in the amount of \$70,034.47. The Debtor partially objected to such Claim, ECF No. 121, and the issue was resolved with the result being that Alternative Laboratories, LLC's Claim No. 8-1 was allowed as a post-petition Administrative Claim in the amount of \$32,562.97. ECF No. 135. Following the Court's order granting the motion of Alternative Laboratories, LLC for payment of its Allowed Claim, ECF No. 167, the Debtor paid such Claim on May 31, 2017.

The 341 meeting of creditors took place on September 15, 2016. *See* ECF Nos. 9 and 47. The Debtor will continue to file its monthly operating reports throughout the duration of this case. A copy of the Debtor's monthly operating reports can be reviewed at the office of the Clerk, United States Bankruptcy Court, Southern District of Florida or electronically through the Official Court Electronic Document Filing system maintained by PACER at www.flsb.uscourts.gov.

F. Post-Petition Financing

The Debtor requested, and the Court approved, authority to obtain Post-Petition financing in the amount of \$125,000 from Greens Plus, LLC pursuant to Section 364 of the Bankruptcy Code. Financing in the amount of \$125,000 was provided by Greens Plus, LLC to the Debtor to fund the Debtor's operations prior to the sale of the Debtor's property described below..

G. Auction and Sale of Property

Pursuant to §§ 363 and 1123(a)(5) of the Bankruptcy Code, the Court presided over the Debtor's Auction and sale of substantially all Property of the Estate—not including Avoidance Actions—to purchaser Greens Plus, LLC free and clear of all liens, claims, encumbrances, and interests. *See* ECF No. 136 After accounting for Greens Plus, LLC's \$125,910.95 credit bid, the net proceeds received by the Debtor from such sale totaled \$684,089.05. *See* ECF Nos. 136 and 141.

H. The Debtor's Remaining Cash Assets

After accounting for all retainers received, the receipt of the net sale proceeds described above, all payments made in the ordinary course following such sale as detailed in the Debtor's monthly operating reports, the payment of Alterative Laboratories, LLC's Administrative Claim, and the payments of the professional fees and expenses described above (not including holdbacks or unawarded fees and expenses), the Debtor's remaining cash assets total \$564,508.51, which the Debtor proposes to use to fund the Plan.

I. Claims

The Bankruptcy Code provides a procedure for all persons who believe they have a claim against a debtor to assert such claims, so that such claimant can receive distributions from the debtor's bankruptcy case. The Court establishes a "bar date" – a date by which creditors must file their claims, or else such creditors will not participate in the bankruptcy case or any distribution. After the filing of all claims, the debtor evaluates such claims and can raise objections to them. These claims objections allow the debtor to minimize claims against it, and thereby maximize the recovery to creditors. The Bankruptcy Court established the deadline for filing proofs of Claims against the Debtor, other than claims of governmental units and Administrative Claims, as November 7, 2016 (the "**Claims Bar Date**"). ECF No. 38. The last date for governmental unit claimants to file Proofs of Claims in the Case was February 6, 2017 (the "**Governmental Claims Bar Date**").

The Debtor has been reviewing, analyzing and resolving Claims on an ongoing basis as part of the claims reconciliation process. Nonetheless, additional claims may be asserted against the Debtor subsequent to the expiration of the respective Claims Bar Dates and the actual ultimate aggregate amount of Allowed Claims may differ significantly from the amounts used for the purposes of Debtor's estimates. Accordingly, the distribution amount that will ultimately be received by any particular holder of an Allowed Claim may be adversely affected by the outcome of the claims resolution process.

The Debtor reserves the right to file objections to all objectionable Claims. Nothing herein shall constitute a waiver of Debtor's right to amend this narrative prior to solicitation or Debtor's right to object to other Claims that it later determines are objectionable for some reason. Attached to the Disclosure Statement as **Exhibit B** is the Debtor's Claims Analysis.

J. Proposed Settlement with Environmental Research Center, Inc.

On or about June 10, 2016, Environmental Research Center, Inc. ("**ERC**") filed suit against the Debtor in the Superior Court of the State of California, County of San Francisco, Case No. CGC-16-552495, requesting an award in excess of \$194,000,000 and alleging that the Debtor violated California's Health and Safety Code. On October 7, 2016 ERC filed Claim No. 4-1 in the Bankruptcy Case, asserting a general unsecured claim against the Debtor in the amount of \$194,000,000, attaching a copy of the State Court complaint thereto. On October 11, 2016 ERC filed Claim No.5-1 in the Bankruptcy Case, asserting a general unsecured claim against the Debtor in the amount of \$194,000,000. The Debtor disputes the substantive validity of Claim No. 4-1, and further contends that Claim No. 5-1 is simply a duplicate of the Claim No. 4-1. Moreover, on April 4, 2017, the Debtor filed objections to both Claims and requested that both the Claim and the Duplicate Claim be stricken and disallowed in their entirety. ECF Nos. 153 and 154.

As set forth in the *Debtor's Motion for Approval of Stipulation for Settlement with Environmental Research Center*, ECF No. 172 (the "**ERC Settlement Motion**"), the Debtor and ERC have reached a settlement agreement, and the Debtor has requested that the Court approve the same. The terms of such settlement are set forth in the ERC Settlement Motion and the exhibit attached thereto and include, among other things, the disallowance of Claim No. 5-1 and the allowance of Claim No. 4-1 such that ERC will receive a payment of \$40,000 through the Plan by virtue of ERC tendering a Ballot accepting the Plan and electing to be treated under the provisions of Section 5.02(c) of the Plan wherein ERC shall be paid a lump sum distribution of 0.0206185567010309% of the \$194,000,000 Claim.

K. Proposed Settlement with National Sales Associates, LLC

On or about June 30, 2016, National Sales Associates, LLC ("**NSA**") filed suit against the Debtor in the Circuit Court for the Seventeenth Judicial Circuit, in and for Broward County, Florida, Case No. CACE16012042, alleging that the Debtor breached a contract. On December 11, 2016, NSA filed Claim No. 10-1 in this case, asserting a general unsecured claim against the Debtor in the amount of \$100,000. The Debtor disputes the procedural and substantive validity of the Claim No. 10-1.

As set forth in the *Debtor's Motion for Approval of Stipulation for Settlement with National Sales Associates, LLC*, ECF No. 171 (the "**NSA Settlement Motion**"), the Debtor and NSA have reached a settlement agreement, and the Debtor has requested that the Court approve the same. The terms of such settlement are set forth in the NSA Settlement Motion and the exhibit attached thereto and include, among other things, the allowance of Claim No. 4-1 such that NSA will receive a payment of \$7,500 through the Plan by virtue of NSA tendering a Ballot accepting the Plan and electing to be treated under the provisions of Section 5.02(c) of the Plan wherein NSA shall be paid a lump sum distribution of 7.5% of the \$100,000 Claim.

III. SUMMARY OF PLAN

For purposes of the Plan, the Claims of Creditors shall be classified as follows:

A. Unclassified Claims

1. “**Administrative Claims**” shall consist of Allowed Claims for liabilities incurred by the Debtor in the ordinary course during the Chapter 11 Case including the Administrative Claims of professionals.

2. “**Priority Tax Claims**” shall consist of those Allowed Claims asserted by the Internal Revenue Service which are given priority under Section 507(a)(8) of the Bankruptcy Code.

3. “**U.S. Trustee’s Fees**” shall consist of those fees due to the United States Trustee as required pursuant to 28 U.S. C. § 1930(a)(6).

B. Classified Claims

<u>Class</u>	<u>Description</u>	<u>Status</u>	<u>Voting Status</u>
Class 1	Allowed Section 507(a)(4) Priority Claims	Unimpaired	No. Deemed to accept.
Class 2	Allowed General Unsecured Claims	Impaired	Yes.
Class 3	Allowed Equity Interests	Unimpaired	No. Deemed to reject.

IV. CHAPTER 11 PLAN

THE FOLLOWING IS A BRIEF SUMMARY OF THE MORE SIGNIFICANT MATTERS CONTEMPLATED BY OR IN CONNECTION WITH THE CONFIRMATION OF THE PLAN. THUS, THE FOLLOWING SUMMARY IS QUALIFIED IN ITS ENTIRETY BY THE PLAN, WHICH IS ATTACHED TO THIS DISCLOSURE STATEMENT AS EXHIBIT A. THIS SUMMARY ONLY HIGHLIGHTS CERTAIN SUBSTANTIVE PROVISIONS OF THE PLAN. CONSIDERATION OF THIS SUMMARY WILL NOT, NOR IS IT INTENDED TO, YIELD A THOROUGH UNDERSTANDING OF THE PLAN. SUCH CONSIDERATION IS NOT A SUBSTITUTE FOR A FULL AND COMPLETE READING OF THE PLAN. ALL HOLDERS OF CLAIMS AND INTERESTS ARE URGED TO REVIEW THE PLAN CAREFULLY. THE PLAN, IF CONFIRMED, WILL BE BINDING ON DEBTOR AND ALL HOLDERS OF CLAIMS AND INTERESTS.

A. Treatment of Unclassified Claims

The following Allowed Administrative Claims, Priority Tax Claims, and United States Trustee's Fees are Unimpaired under the Plan and will be treated as follows:

1. Allowed Administrative Claims

Allowed Administrative Claims shall be paid upon the date on which such Claims become due in the ordinary course, in accordance with the terms and conditions of any agreement relating thereto or upon such other dates and terms as may be agreed upon by the holders of such Allowed Administrative Claims. All other holders of Allowed Administrative Claims (with the exception of the professionals who will be paid 100% of the amount allowed by the Bankruptcy Court upon application to the Bankruptcy Court and those Claims otherwise specifically dealt with in the Plan) shall be paid 100% of their respective Allowed Administrative Claims in cash, unless otherwise ordered by the Bankruptcy Court, upon the latter of (i) the Effective Date, or, (ii) the date on which an order approving payment of such Administrative Claim becomes a Final Order. The Debtor estimates that remaining unpaid Allowed Administrative Claims will total approximately \$150,000.

2. Priority Tax Claims

Except to the extent that a holder of an Allowed Priority Tax Claim under § 507(a)(8) of the Code has been paid by the Debtor prior to the Effective Date or agrees to a different treatment, each holder of an Allowed Priority Tax Claim shall be paid in the ordinary course of Debtor's business on the date of assessment of such Claim.

3. United States Trustee's Fees

The Reorganized Debtor shall pay the United States Trustee the appropriate sum required pursuant to 28 U.S.C. §1930(a)(6) through Confirmation on the Effective Date. The Reorganized Debtor shall further pay the United States Trustee the appropriate sum required pursuant to 28 U.S.C. §1930(a)(6) for post-confirmation periods within the time periods set forth in 28 U.S.C. §1930(a)(6), until the earlier of the closing of this Case by the issuance of a Final Decree by the Court, or upon entry of an order of this Court dismissing this Case, or converting this Case to another chapter under the Code, and the Reorganized Debtor shall provide to the United States Trustee upon the payment of each post-confirmation payment an appropriate affidavit indicating disbursement for the relevant periods. The Debtor estimates that the fees that will subsequently be paid to the United States Trustee will total approximately \$9,750.

B. Treatment of Classified Claims and Equity Interests

Class 1 - Allowed Section 507(a)(4) Priority Claims

(i) Description. Class 1 consists of the Section 507(a)(4) Priority Claims in the approximate Face Amount of \$29,496.79. *See* Proof of Claim No. 3-1 and Schedule E/F at ECF No. 57, Pages 11 through 17 of 21.

(ii) Treatment. On the Effective Date, the holders of Allowed Class 1 Claims shall receive—in full and final satisfaction, settlement, release, and extinguishment such Claims—lump sum Cash distributions totaling 100% of the Allowed Amount of such Claims.

(iii) Impairment. Class 1 Claims are Unimpaired and holders of such Claims are not entitled to vote to accept or reject the Plan.

Class 2 - Allowed General Unsecured Claims

(i) Description. Class 2 consists of the General Unsecured Claims in the approximate Face Amount of \$196,009,085.27. The Claim of Environmental Research Center, Inc. (Proof of Claim No. 4-1), in the Face Amount of \$194,000,000, makes up the bulk of this Face Amount, with non-Environmental Research Center, Inc. Claims in this Class totaling an approximate Face Amount of \$2,009,085.27. *See* Proof of Claim Nos. 2-1, 6-2, 7-1, 9-1, 10-1, 11-1, 12-1, and Schedule E/F at ECF No. 57, Pages 17 through 20 of 21.

(ii) Treatment. Holders of Allowed Class 2 Claims shall receive payment pursuant to one of the following three options, in full and final satisfaction, settlement, release, and extinguishment of such Allowed Claims:

(ELECTION A): The holders of Allowed Class 2 Claims that select Election A shall receive—within thirty days after the Effective Date, or thereafter if additional Cash becomes available from the net proceeds resulting from Actions or Avoidance Actions — lump sum *Pro Rata* Cash distributions from all Cash available after payment of all Allowed Administrative Claims, Allowed Priority Tax Claims, United States Trustee's Fees, Allowed Class 1 Claims, Allowed Class 2 Claims that select treatment under Election B below, Allowed Class 2 Claims that select treatment under Election C below, and amounts necessary to fund the Dissolution and Wind Down Reserve. The Debtor estimates that holders of Allowed Class 2 Claims that select Election A will receive a distribution of between 12% and 17% on such Allowed Claims.

OR

(ELECTION B): The holders of Allowed Class 2 Claims that select Election B shall receive—within twenty days after the Effective Date—lump sum Cash distributions in an amount equal to 7.5% of the Allowed Amount of such Claim.

OR

(ELECTION C): The holders of Allowed Class 2 Claims that select Election C shall receive—within ten days after the Effective Date—lump sum Cash distributions in an amount equal to 0.0206185567010309% of the Allowed Amount of such Claim.

In the event the holder of an Allowed Class 2 Claim fails to make an election on the Ballot and file same Ballot with the Court by the Ballot Deadline, the Class 2 Claimholder will automatically receive the Election A. A copy of the form Ballot is attached hereto as **Exhibit C**.

(iii) **Impairment.** Class 2 Claims are Impaired and holders of such Claims are entitled to vote to accept or reject the Plan provided such holders are not holders of Disputed Claims who have not obtained a Court order permitting such holders to vote to accept or reject the Plan.

Class 3 - Allowed Equity Interests

(i) **Description.** Class 3 consists of Equity Interests. Equity Interests consist of any share of preferred stock, common stock or other instrument evidencing an ownership interest in the Debtor, whether or not transferable, and any option, warrant or right, contractual or otherwise, to acquire any such interest. Jude Deauville owns 100% of the Equity Interests.

(ii) **Treatment.** All Allowed Equity Interests shall be cancelled upon the Effective Date.

(iii) **Impairment.** The Class 3 Equity Interests are Impaired and holders of Interests are not entitled to vote to accept or reject the Plan.

C. Means of Implementation of the Plan

1. Vesting of Property of the Estate

Except as otherwise provided in the Plan or the Confirmation Order, on the Effective Date of the Plan, all Assets of the Debtor shall be vested in the Liquidated Debtor. The Liquidated Debtor shall assume all of the Debtor's rights, obligations and liabilities under the Plan. The primary purposes of the Liquidated Debtor will be to: i) act as the Disbursing Agent for all Plan distributions; (ii) perform all actions necessary to wind down and dissolve the Debtor's business; (iii) except as provided for in the Plan, prosecute all Actions and objections to Claims, if in the best interest of the Debtor's estate and its creditors; (iii) close the Bankruptcy Case; (iv) pay the Liquidated Debtor's U.S. Trustee's Fees and expenses relating the administration of the Liquidated Assets; (v) prepare and file post-confirmation quarterly reports; and (vi) do anything necessary, related or incidental to the foregoing.

2. Source of Plan Funding and Feasibility

The Plan will be funded by the remaining net proceeds received from the prior sale of substantially all of the Debtor's assets to Greens Plus, LLC. As of the date of this filing, the Debtor has \$564,508.51 in cash on hand. The Debtor asserts that it is able to perform all of its obligations under the Plan, and as such, the Debtor's Plan satisfies section 1129(a)(11) of the Code.

3. Disputed Claims

On the initial distribution date and each subsequent distribution date, the Liquidated Debtor shall reserve from the Distributions to be made on such dates to the holders of Allowed Claims, an amount equal to One Hundred Percent (100%) of the Distributions to which holders of Disputed Claims would be entitled under the Plan as of such dates if such Disputed Claims were Allowed Claims in their Face Amounts, or as estimated by the Debtor or the Court in accordance with Section 6.08 of the Plan (the "**Disputed Claims Reserve**").

The holder of a Disputed Claim that becomes an Allowed Claim subsequent to the Distribution Date shall receive distributions of Cash and any other consideration from the Disputed Claims Reserve from the Liquidated Debtor upon the subsequent distribution date following the date on which such Disputed Claim becomes an Allowed Claim pursuant to a Final Order. Such Distributions shall be made in accordance with the Plan.

Cash in the Disputed Claims Reserve shall (together with all dividends or other accretions or distributions thereon) be held in trust by the Liquidated Debtor for the benefit of the potential recipients of such Cash. In the event the Court subsequently disallows a Disputed Claim, Cash and any other consideration in the Disputed Claims Reserve on account of such disallowed Disputed Claim, and any other consideration actually distributed on account of such Disputed Claim, shall be distributed to holders of Allowed Claims as provided in Article V of the Plan.

V. CONFIRMATION AND CONSUMMATION PROCEDURES

A. Acceptance or Rejection Of Plan

1. Impaired Classes to Vote

The Bankruptcy Code entitles only holders of Impaired Claims or Equity Interests who receive some distribution under a proposed plan to vote to accept or reject that plan. Claims in Class 2 are Impaired under this Plan. Unclassified Claims and Claims in Class 1 are Unimpaired under this Plan. Equity Interests Holders of Claims or Equity Interests that are Unimpaired under a proposed plan are conclusively presumed to have accepted that plan and are not entitled to vote on it. Holders of classes of Claims or Equity Interests that will receive no distributions under a proposed plan are conclusively presumed to reject that plan and, therefore, also not entitled to vote on it.

Each holder of an Allowed Claim that is entitled to vote on the Plan pursuant to the Code shall be entitled to vote separately to accept or reject the Plan as provided in such order as may be entered by the Court establishing certain procedures with respect to the solicitation and tabulation of votes to accept or reject the Plan, or any other order or orders of the Court. Holders of Claims valued at an unknown amount, and holders of Disputed Claims, shall not be entitled to vote on the Plan, unless otherwise provided for in the Plan.

Any Ballot not filed in accordance with the filing instructions on the Ballot pertaining to this Plan shall not be counted for voting purposes. A from Ballot is attached to the Disclosure Statement as **Exhibit C**.

2. Acceptance by Class of Creditors

An Impaired Class of creditors is deemed to have accepted the Plan if the Plan is accepted by at least two-thirds (2/3) in amount and more than one-half (2) in number of the Allowed Claims of such Class.

3. Cramdown

In the event that any Impaired Class of creditors with claims against the Debtor's Estate fail to accept the Plan in accordance with section 1129(a) of the Code, the Debtor will request this Court to confirm the Plan in accordance with section 1129(b) of the Code ("**Cramdown Provisions**"). For purposes of seeking Confirmation of the Plan under the Cramdown Provisions, the Debtor reserves the right to modify or vary the terms of the Plan or the treatment of the Claims of those Classes

4. Confirmation Hearing

The Bankruptcy Court will schedule the Confirmation Hearing to consider the final approval of this Disclosure Statement and confirmation of the Plan before the Honorable Erik P. Kimball, Judge for the United States Bankruptcy Court for the Southern District of Florida, located at the United States Bankruptcy Court, Flagler Waterview Building, 1515 N. Flagler Drive, 8th Floor, Courtroom B, West Palm Beach, Florida 33401. The Confirmation Hearing may be adjourned from time to time without notice except as given at the Confirmation Hearing or any subsequent adjourned Confirmation Hearing. The Bankruptcy Court shall set forth a deadline to file objections, if any, to the approval of this Disclosure Statement or the confirmation of the Plan.

VI. EFFECTS OF CONFIRMATION OF PLAN

As of the Effective Date, all persons who have held, hold or may hold Claims against the Debtor, will be enjoined from taking any of the following actions or affecting the Liquidated Debtor, the Debtor's estate, the assets or properties of the Liquidated Debtor, other than actions brought to enforce any rights or obligations under the Plan or appeals, if any, from the Confirmation Order: (i) commencing, conducting or continuing in any manner, directly or indirectly, any suit, action or other proceeding of any kind against the Liquidated Debtor, the Debtor's estate or the assets or properties of the Liquidated Debtor; (ii) enforcing, levying, attaching, collecting or otherwise recovering by any manner or means whether directly or indirectly any judgment, award, decree or order against the Liquidated Debtor or the Debtor's estate or the assets or properties of the Liquidated Debtor or the Debtor's estate; (iii) creating, perfecting or otherwise enforcing in any manner, directly or indirectly, any encumbrance of any kind against the Liquidated Debtor or the Debtor's estate or the assets or properties of the Liquidated Debtor or the Debtor's estate or any direct or indirect successor-in-interest to the

Liquidated Debtor, or any assets or properties of any such transferee or successor other than as contemplated by the Plan; (iv) asserting any set off, right of subrogation or recoupment of any kind, directly or indirectly, against any obligation due the Liquidated Debtor or the Debtor's estate or the assets or property of the Liquidated Debtor, or any direct or indirect transferee of any assets or property of, successor-in-interest to, the Liquidated Debtor; and (v) proceeding in any manner in any place whatsoever that does not conform or comply with the provisions of the Plan.

VII. VOIDABLE TRANSFERS

The Debtor is currently reviewing all transfers to Insiders made within one year of the Petition Date and all transfers in the aggregate of \$6,225 or more to a particular transferee made during the ninety (90) day period prior to the Petition Date to assess whether: (a) any such transfer is voidable; and (b) whether, in the business judgment of the Debtor, any Avoidance Actions should be pursued. Attached to the Disclosure Statement as **Exhibit D** is a list of payments the Debtor made in the ninety-day period prior to the Petition Date in the aggregate of \$6,225 or more. **Exhibit E** attached to the Disclosure Statement contains lists of transfers made to Insiders within one (1) year prior to the Petition Date.

After the Effective Date, the Liquidated Debtor shall have the authority to litigate, compromise and settle, otherwise resolve, discontinue, abandon or dismiss all such Actions and/or Avoidance Actions with the approval of the Court. In order to obtain Court approval of a settlement, the Liquidated Debtor shall file and serve on all known creditors, a motion to approve the settlement, pursuant to Rule 9019, to give the creditors the opportunity to review any such proposed settlement. Prior to Confirmation, the Debtor shall file a schedule of potential Avoidance Actions, if any.

VIII. LIQUIDATION

A plan proponent must demonstrate as a condition of confirmation, that each impaired Class of Creditors will receive as much as it would receive in a Chapter 7 proceeding. A plan proponent must also demonstrate that the plan is "feasible," i.e., that confirmation of the plan is not likely to be followed by the liquidation or need for further financial reorganization of the Debtor. The Debtor's Plan proposes to use the remaining net proceeds from the Debtor's prior sale of substantially all of its assets.

If this Case was to be converted to Chapter 7 liquidation, a trustee would be appointed to marshal and liquidate the assets of the Debtor. A trustee would, in all likelihood, retain counsel, which would add additional administrative expenses. Substantial fees could be incurred in obtaining familiarity with the Debtor's Assets, liabilities, and its dealings. The Debtor does not believe that a subsequently appointed Chapter 7 trustee would be able to liquidate the Debtor's Assets for more than what the Debtor could collect, and, the Debtor has initiated the process to liquidate substantially all of its Assets. Due to the significant additional administrative expenses that would be incurred if this case was converted to Chapter 7, the Debtor submits that holders of Allowed General Unsecured Claims stand to gain more benefit in the event these proceedings are not converted to Chapter 7.

IX. MISCELLANEOUS

A. Modifications

The Debtor reserves the right to revoke or withdraw the Plan in its sole discretion, at any time before the Confirmation Date, or, if for any reason the Plan cannot be consummated after the Confirmation Date, at any time up to and including the Effective Date. If the Plan is revoked and withdrawn, then (a) nothing contained herein shall be deemed to constitute a waiver or release of any Claims by or against the estate or to prejudice in any manner the rights of any person in any further proceedings in the Chapter 11 Case or otherwise; and, (b) any provision of the Confirmation Order shall be null and void and all such rights of or against the estate shall exist as though the Plan had not been filed and no actions were taken to effectuate it.

The Debtor may modify the Plan, in its sole discretion, either pre- or post-confirmation in accord with the Bankruptcy Code, or, if for any reason the Plan cannot be consummated after the Confirmation Date, at any time up to and including the Effective Date.

B. Confirmation Order Controls

To the extent the Disclosure Statement is inconsistent with the Plan, the Plan shall control. To the extent that the Plan, the Disclosure Statement or any agreement entered into between or among the Debtor and any third party is inconsistent with the Confirmation Order, the Confirmation Order shall control.

C. Effectuating Documents and Further Transactions

The Debtor or Liquidated Debtor, as the case may be, is authorized to execute, deliver, file or record such contracts, instruments, releases and other agreements or documents and take such actions as may be necessary or appropriate to implement, effectuate and further evidence the terms and conditions of the Plan and any notes or securities issued pursuant to the Plan.

D. Terms of the Plan are Binding

Pursuant to Section 1141 of the Bankruptcy Code, the Plan and all of its terms, when approved and confirmed by the Bankruptcy Court, shall be binding upon, including, without limitation, the Debtor, the Debtor's estate, the Liquidated Debtor, all holders of Claims, Allowed or not, and their respective successors and assigns.

If, after the Confirmation Date, any term or provision of this Plan is determined to be unenforceable, the remaining terms and provisions of this Plan shall nonetheless continue in full force and effect.

E. Injunction

The Confirmation Order shall act as an injunction:

1. Against the filing, commencing, conducting or continuing in any manner, directly or indirectly, any suit, action or other proceeding (including, without limitation, any proceeding in a judicial, arbitral, administrative or other forum) against or affecting the Debtor, with respect to any property of any of the foregoing or any direct or indirect transferee of any property of, or direct or indirect successor in interest to, any of the foregoing, or any property of any such transferee or success except as specifically authorized in the Plan;

2. Enforcing, levying, attaching (including, without limitation, any pre-judgment attachment), collecting or otherwise recovering by any means or in any manner, whether directly or indirectly, any judgment, award, decree or other Order against the Debtor, with respect to any property of any of the foregoing or any of the direct or indirect transferee of any property of, or direct or indirect successor in interest to, any of the foregoing, or any property of any such transferees or successor except as specifically authorized in the Plan;

5.

3. Creating, perfecting or otherwise enforcing in any manner, directly or indirectly, any liens or encumbrances against the Debtor, with respect to any property of any of the foregoing or any direct or indirect transferee of any property of, or direct or indirect successor in interest to, any of the foregoing, or any property of any such transferee or successor except as specifically authorized in the Plan;

6.

4. Setting-off, seeking reimbursement or contribution from or subrogation against or otherwise recouping in any manner, directly or indirectly, any amount against any liability owed to the Debtor, or any direct or indirect transferee of any property of, or successor in interest to, any of the foregoing except as specifically authorized in the Plan; or

7.

5. Proceeding in any manner and any place with regard to liquidating any Claim in any forum other than the United States Bankruptcy Court for the Southern District of Florida, or, if that Court does not have jurisdiction thereon, in the United States District Court for the Southern District of Florida, or in such forum deemed appropriate by the Debtor.

F. Compensation and Benefit Programs

Except as provided in the Plan and/or Assumption List, and other than stock option or similar plans which will be cancelled as part of the treatment of any Class of Claims under the Plan, all employment and severance practices and policies, and all compensation and benefit plans, policies, and programs of the Debtor applicable to its directors, officers, and employees who served as directors, officers and employees, respectively, on or after the Petition Date, including, without limitation, all savings plans, retirement plans (exclusive of defined benefit plans), health care plans, severance benefit plans, incentive plans, workers' compensation programs and life, disability and other insurance plans, are treated as executory contracts under

the Plan and are hereby assumed pursuant to sections 365(a) and 1123(b)(2) of the Code; *provided, however*, that the Liquidated Debtor reserves the right to modify any and all such compensation and benefit practices, plans, policies, and programs in accordance with the terms thereof.

G. Insurance Policies

Each of the Debtor's insurance policies and any agreements, documents or instruments relating thereto, including without limitation, any retrospective premium rating plans relating to such policies, shall be treated as Executory Contracts under the Plan. Notwithstanding the foregoing, distributions under the Plan to any holder of a Claim covered by any insurance policies and related agreements, documents or instruments that are assumed hereunder, shall comply with the treatment provided under the Plan. Nothing contained in the Plan shall constitute or be deemed a waiver or release of any Action that the Debtor may hold against any entity, including, without limitation, the insurers under any of the Debtor's policies of insurance.

H. Continued Corporate Existence

Except as otherwise provided in the Plan, the Liquidated Debtor shall continue to exist after the Effective Date with all powers of a limited partnership under the laws of the State of Florida and without prejudice to any right to alter or terminate such existence (whether by merger or otherwise) under Florida law. Following the Effective Date, the Liquidated Debtor may operate its business free of any restrictions imposed by the Bankruptcy Code, the Rules or by the Court, subject only to the terms and conditions of the Plan and Confirmation Order. The Liquidated Debtor shall be administratively dissolved upon performing all actions necessary to wind down the business and administrate the liquidated Assets.

I. Exemption from Transfer Taxes

Pursuant to section 1146(c) of the Code, the issuance, transfer or exchange of notes or equity securities under the Plan, including creation of any mortgage, deed of trust or other security interest, the making or assignment of any lease or sublease, or the making or delivery of any instrument of transfer under, in furtherance of, or in connection with the Plan, including, without limitation, the sale of the Real Property pursuant to the terms of the anticipated Sale Motion and subsequent order approving same, any agreements of consolidation, deeds, bills of sale or assignments executed in connection with any of the transactions contemplated by the Plan, shall not be subject to any stamp, real estate transfer, mortgage recording, or other similar tax.

X. RETENTION OF JURISDICTION BY THE BANKRUPTCY COURT

The Bankruptcy Court shall retain jurisdiction of these proceedings after the Confirmation Date of this Plan until the entry of the final decree pursuant to Bankruptcy Rule 3022 for the following purposes:

- a. to hear and determine pending applications for the assumption or rejection of executory contracts or unexpired leases, if any are pending, and the allowance of Claims resulting, therefrom;
- b. to determine any and all adversary proceedings, motions, applications and contested matters, and other litigated matters pending on the Confirmation Date;
- c. to hear and determine any objections to or the allowance, classification, priority, compromise, estimation or payments of any Administrative Claims or Claims;
- d. to ensure that Distributions to holders of Allowed Claims are accomplished as provided in the Plan;
- e. to enter and implement such orders as may be appropriate in the event the Confirmation Order is for any reason stayed, revoked, modified or vacated;
- f. to issue such orders in aid of execution and consummation of the Plan, to the extent authorized by section 1142 of the Code;
- g. to consider any amendments to or modifications of the Plan, to cure any defect or omission, or to reconcile any inconsistency in the Plan, the plan supplement, or any order of the Court, including, without limitation, the Confirmation Order;
- h. to hear and determine all applications for compensation and reimbursement of expenses of Professionals under sections 330, 331, and 503(b) of the Code;
- i. to hear and determine disputes arising in connection with the interpretation, implementation or enforcement of the Plan;
- j. to recover all Assets of the Debtor and Property of the Estate, wherever located;
- k. to determine any Claim of or any liability to a governmental unit that may be asserted as a result of the transactions contemplated herein;
- l. to enforce the Plan, the Confirmation Order and any other order, judgment, injunction or ruling entered or made in the Case, including, without limitation, the discharge, injunction, exculpation and releases provided for in the Plan;
- m. to take any action and issue such orders as may be necessary to construe, enforce, implement, execute, and consummate the Plan or to maintain the integrity of the Plan following consummation;

n. to hear and determine matters concerning state, local and federal taxes in accordance with sections 346, 505, and 1146 of the Code (including, but not limited to, an expedited determination under section 505(b) of the Code of the tax liability of the Debtor for all taxable periods through the Effective Date for all taxable periods of the Debtor through the liquidation and dissolution of such entity);

o. to hear any other matter not inconsistent with the Code; and

p. to enter a final decree closing the Case; provided however, that nothing in the Plan shall divest or deprive any other court or agency of any jurisdiction it may have over the Liquidated Debtor under applicable environmental laws.

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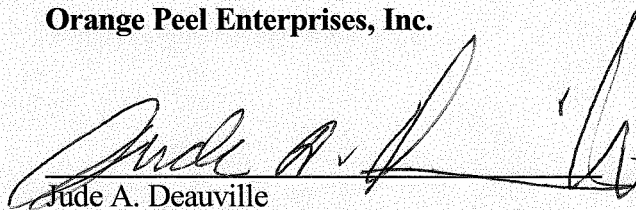
ALTERNATIVES TO THE PLAN

Although this Disclosure Statement is intended to provide information to assist the holder of Claims in determining whether to vote for or against the Plan, a summary of the alternatives to confirmation of the Plan may be helpful.

If the Plan is not confirmed with respect to the Debtor, the following alternatives are available: (i) confirmation of another chapter 11 plan; (ii) conversion of the Chapter 11 Case to a case under Chapter 7 of the Bankruptcy Code; or (iii) dismissal of the Chapter 11 Case leaving creditors to pursue available non-bankruptcy remedies. Due to the additional delays and administrative costs associated with the appointment of a Chapter 7 Trustee or state court foreclosure when the Debtor proposes to liquidate substantially all of its Assets, these alternatives to the Plan are very limited and not likely to maximize the value of the Assets of the Estate which would reduce the Distribution to holders of Allowed Claims. Although the Debtor could theoretically file a new plan, the most likely result if the Plan is not confirmed is that the Chapter 11 Case will be converted to a case under chapter 7 of the Bankruptcy Code. The Debtor believes that conversion of this Chapter 11 Case to chapter 7 case would result in (i) significant delay in Distributions to all holders of Allowed Claim who would have received a Distribution under the Plan and (ii) significant reduction in the recovery due to additional administrative costs associated with appointment of a Chapter 7 Trustee. If the Chapter 11 Case is dismissed, the creditors would be free to pursue non-bankruptcy remedies in their attempts to satisfy claims against the Debtor.

DEBTOR IN POSSESSION:

Orange Peel Enterprises, Inc.



Jude A. Deauville

ATTORNEY CERTIFICATION

I HEREBY CERTIFY that I am admitted to the Bar of the United States District Court for the Southern District of Florida and I am in compliance with the additional qualifications to practice in this Court set forth in Local Rule 2090-1(A).

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing was furnished via Notice of Electronic Filing by CM/ECF to all parties registered to receive such service in this case on this the 5th day of June, 2017.

Respectfully Submitted,

SHRAIBERG, LANDAU & PAGE, P.A.

Attorneys for the Debtor
2385 NW Executive Center Drive, #300
Boca Raton, Florida 33431
Telephone: 561-443-0800
Facsimile: 561-998-0047
ependergraft@slp.law

By: /s/ Eric Pendergraft

Eric Pendergraft
Florida Bar. No. 91927

EXHIBIT A

PLAN OF REORGANIZATION

See Debtor's Chapter 11 Plan of Liquidation filed by the Debtor at ECF No. 173 on June 5, 2017.

EXHIBIT B**CLAIMS ANALYSIS****PRIORITY CLAIMS**

Name of Claimant	POC No., If applicable	Amount on Schedules	Amount on POC, if applicable	Insider Claim?	Amount of Claim If All Filed Proofs of Claims Deemed Allowed	Comments
Bambi Lowenstein		\$12,000		Yes	\$12,000	
Jude Deauville		\$12,850		Yes	\$12,850	
Sally Byrd	3-1	\$3,598.45	\$4,646.79		\$4,646.79	The Debtor is investigating the validity of this Claim.
					\$29,496.79	

GENERAL UNSECURED CLAIMS

Name of Claimant	POC No., If applicable	Amount on Schedules	Amount on POC, if applicable	Insider Claim?	Amount of Claim If All Filed Proofs of Claims Deemed Allowed	Comments
A&A Supply	12-1	\$259.79	\$277.08		\$277.08	
Bambi Lowenstein		\$99,500		Yes	\$99,500	
Betty Lou's Inc	7-1	\$700,174.68	\$715,784.52		\$715,784.52	
Christopher & Weisberg, P.A.	11-1	\$3,484	\$3,484.31		\$3,484.31	
City of Vero Beach		\$234.84			\$234.84	
Environmental Research Center, Inc.	4-1	\$194,000,000	\$194,000,000		*	*See the Debtor's Motion for Approval of Stipulation for Settlement with Environmental Research Center, ECF No. 172 wherein, if approved by the Court, this Claimant would be entitled to a cash distribution of \$40,000.

Name of Claimant	POC No., If applicable	Amount on Schedules	Amount on POC, if applicable	Insider Claim?	Amount of Claim If All Filed Proofs of Claims Deemed Allowed	Comments
Environmental Research Center, Inc	5-1		\$194,000,000		*	*See the Debtor's Motion for Approval of Stipulation for Settlement with Environmental Research Center, ECF No. 172 wherein, if approved by the Court, this Claim would be treated as a duplicate Claim and disallowed.
Florida Copy Center		\$120.50			\$120.50	
GlobalTranz Enterprises, Inc.	2-1	\$17,538.48	\$21,091.97		\$21,091.97	
Jude Deauville		\$12,000		Yes	\$12,000	
Jude Deauville		\$79,885		Yes	\$79,885	
Jude Deauville		\$65,000		Yes	\$65,000	
Jude Deauville		\$855,858.40		Yes	\$855,858.40	
Liberty Cartridge Source		\$170.19			\$170.19	
Nason Yeager Gerson White & Liorce		\$38,092.73			\$38,092.73	
National Sales Associates, LLC	10-1	\$100,000	100,000		*	*See the Debtor's Motion for Approval of Stipulation for Settlement with National Sales Associates, LLC, ECF No. 171 wherein, if approved by the Court, this Claimant would be entitled to a cash distribution of \$7,500.

Name of Claimant	POC No., If applicable	Amount on Schedules	Amount on POC, if applicable	Insider Claim?	Amount of Claim If All Filed Proofs of Claims Deemed Allowed	Comments
Nozzle Nolan		\$102.72			\$102.72	
Republic		85.36			\$85.36	
Roadtex Transportation		\$1,525			\$1,525	
U.S. Bank, N.A. <i>d/b/a</i> U.S. Bank, N.A. Equipment Finance		\$8,726.89			\$8,726.89	
Wells Fargo Bank, N.A.	9-1	\$6,095.54	\$7,145.76	Yes	\$7,145.76	
					\$1,909,085.27	

EXHIBIT C – FORM BALLOT

UNITED STATES BANKRUPTCY COURT
 SOUTHERN DISTRICT OF FLORIDA
 WEST PALM BEACH DIVISION

In re:

ORANGE PEEL ENTERPRISES, INC.,

Case No. 16-21023-EPK

Debtor.

Chapter 11

_____ /

BALLOT AND DEADLINE FOR FILING BALLOT ACCEPTING OR REJECTING PLAN

TO HAVE YOUR VOTE COUNT YOU MUST COMPLETE AND RETURN THIS BALLOT BY THE DEADLINE INDICATED BELOW [AS SET PURSUANT TO LOCAL RULE 3018-1(B)]

The Plan of Liquidation dated _____, 2017 (the “Plan”) [ECF No. ---] filed by Orange Peel Enterprises, Inc. can be confirmed by the Court and thereby made binding on you if it is accepted by the holders of two-thirds in amount and more than one-half in number of claims in each class voting on the Plan. In the event the requisite acceptances are not obtained, the Court may nevertheless confirm the Plan if the Court finds that the plan accords fair and equitable treatment to the class rejecting it. This ballot is for creditor, _____, with a last known address at _____, for the following type of claim placed in the indicated class in the indicated amount:

<i>TYPE OF CLAIM</i>	<i>CLASS IN PLAN</i>	<i>AMOUNT OF CLAIM</i>
Allowed General Unsecured Claims	2	\$

Please elect the treatment you wish to receive under the Plan by placing an “X” to the left of either Election A, Election B, or Election C.

- ___ **(Election A)** – The holders of Allowed Class 2 Claims that select Election A shall receive—within thirty days after the Effective Date—lump sum *Pro Rata* Cash distributions from all Cash available after payment of all Allowed Administrative Claims, Allowed Priority Tax Claims, United States Trustee’s Fees, Allowed Class 1 Claims, Allowed Class 2 Claims that select treatment under Election B below, Allowed Class 2 Claims that select treatment under Election C below, and amounts necessary to fund the Dissolution and Wind Down Reserve.; **OR**
- ___ **(Election B)** – The holders of Allowed Class 2 Claims that select Election B shall receive—within twenty days after the Effective Date—lump sum Cash distributions in an amount equal to 7.5% of the Allowed Amount of such Claim **OR**
- ___ **(Election C)** – The holders of Allowed Class 2 Claims that select Election C shall receive—within ten days after the Effective Date—lump sum Cash distributions in an amount equal to 0.0206185567010309% of the Allowed Amount of such Claim.

In the event the holder of an Allowed Class 2 Claim fails to make an election on the Ballot and file same Ballot with the Court by the Ballot Deadline, the Class 2 Claimholder will automatically receive the Election A.

The undersigned [Check One Box] Accepts Rejects the plan of liquidation of the above-named debtor.

Signed: _____ Date: _____

Print Name: _____ Phone: _____

★★★FILE THIS BALLOT ON OR BEFORE -----, 2017★★★ with:

- Clerk of Bankruptcy Court, 1515 North Flagler Drive, 8th Floor, West Palm Beach, Florida 33401; **AND**
- Bradley S. Shraiberg, Esq., Shraiberg, Landau & Page, P.A., 2385 NW Executive Center Drive, #300, Boca Raton, Fl 33431

EXHIBIT D

**TRANSFERS IN THE NINETY DAY PERIOD PRIOR TO THE PETITION DATE
THAT EXCEED \$6,225 IN THE AGGREGATE**

Orange Peel Enterprises, Inc dba GREENS+

Checks and Transfers made within 90 days of Chap 11 filing, operating Account 7400

8/8/16 thru 5/10/16

DATE	CHECK #	Vendor	Amount	Total	INV or DESC
5/26/2016	011538	19TH STREET GROUP LLC	2,766.59		RENT PAYMENT
7/6/2016	011626	19TH STREET GROUP LLC	2,766.59		WAREHOUSE LEASE
8/3/2016	011676	19TH STREET GROUP LLC	2,766.59		LEASE PMT 8/1/2016
				<u>8,299.77</u>	
5/31/2016	011542	A & A SUPPLY	669.82		66333
6/9/2016	011571	A & A SUPPLY	399.84		66074
7/6/2016	011624	A & A SUPPLY	1,006.84		66758
8/3/2016	011685	A & A SUPPLY	390.75		67328
8/3/2016	011686	A & A SUPPLY	805.84		67459
				<u>3,273.09</u>	
5/10/2016	011488	ABSOLUTE NETWORKS	864.00		5096
5/16/2016	011527	ABSOLUTE NETWORKS	993.00		05092
6/9/2016	011589	ABSOLUTE NETWORKS	1,090.00		5101 DUE 6/21
				<u>2,947.00</u>	
5/10/2016	011475	ADAM BARDOCZI	150.00		APRIL 2016 DEMOS
				<u>150.00</u>	
6/14/2016	011603	AFLAC	88.05		765527
6/14/2016	011604	AFLAC	70.44		905293
				<u>158.49</u>	
5/10/2016	011471	ALAN KLEHR	150.00		APRIL 2016 DEMOS
				<u>150</u>	
5/10/2016	011492	ALL ABOUT YOU	1,000.00		APRIL 2016 DEMOS
6/9/2016	011565	ALL ABOUT YOU	1,000.00		MAY 2016 DEMOS
7/8/2016	011636	ALL ABOUT YOU	1,000.00		JUNE 2016 DEMOS
				<u>3,000.00</u>	
5/10/2016	011473	ALTERNATIVE LABS	15,763.06		7114
5/10/2016	011474	ALTERNATIVE LABS	14,735.60		7119
5/12/2016	011508	ALTERNATIVE LABS	6,833.63		7116
5/12/2016	011509	ALTERNATIVE LABS	14,683.81		7120
5/12/2016	011510	ALTERNATIVE LABS	30,404.31		7136
5/12/2016	011511	ALTERNATIVE LABS	8,201.40		7141
5/12/2016	011512	ALTERNATIVE LABS	18,414.72		7142
5/12/2016	011513	ALTERNATIVE LABS	7,510.34		7154
5/12/2016	011514	ALTERNATIVE LABS	6,219.19		7169
5/12/2016	011515	ALTERNATIVE LABS	8,856.92		7170
5/24/2016	011529	ALTERNATIVE LABS	20,248.33		7116
6/9/2016	011551	ALTERNATIVE LABS	9,439.80		7172
6/9/2016	011552	ALTERNATIVE LABS	26,439.80		7173
6/9/2016	011553	ALTERNATIVE LABS	8,201.40		716
6/9/2016	011554	ALTERNATIVE LABS	22,490.63		7175
6/9/2016	011555	ALTERNATIVE LABS	18,168.95		7178
6/9/2016	011572	ALTERNATIVE LABS	15,481.64		7186
6/9/2016	011573	ALTERNATIVE LABS	17,706.37		7218
6/9/2016	011574	ALTERNATIVE LABS	24,007.25		7219

Orange Peel Enterprises, Inc dba GREENS+

Checks and Transfers made within 90 days of Chap 11 filing, operating Account 7400

8/8/16 thru 5/10/16

DATE	CHECK #	Vendor	Amount	Total	INV or DESC
6/9/2016	011575	ALTERNATIVE LABS	11,405.14		7220
7/7/2016	011627	ALTERNATIVE LABS	14,761.50		7193
7/7/2016	011628	ALTERNATIVE LABS	14,761.50		7194
				<u>334,735.29</u>	
5/10/2016	011480	AMANDA S. CHERVINKO	75.00		APRIL 2016 DEMOS
				<u>75.00</u>	
5/10/2016	011503	AMELIA I STEED	75.00		APRIL 2016 DEMOS
				<u>75.00</u>	
5/31/2016	011543	AT&T MOBILITY	503.27		833979916X05232016
6/28/2016	011610	AT&T MOBILITY	205.36		833979916X06232016
8/3/2016	011670	AT&T MOBILITY	413.02		833979916X07232016
				<u>1,121.65</u>	
5/13/2016	011518	AXIOM NATURAL SALES, LLC	2,000.00		APRIL 2016 COMM
6/9/2016	011561	AXIOM NATURAL SALES, LLC	2,000.00		MAY 2016 COMMISSION
7/8/2016	011632	AXIOM NATURAL SALES, LLC	2,000.00		JUNE 2016 COMMISSION
				<u>6,000.00</u>	
5/10/2016	011476	BETTY LOU'S INC	48,574.80		154601
5/10/2016	011477	BETTY LOU'S INC	27,966.60		154062
5/13/2016	011526	BETTY LOU'S INC	1,308.51		HNDLG CHRGS1/19-2/16
5/24/2016	011530	BETTY LOU'S INC	1,741.69		INV HNDLG2/19-3/15
6/9/2016	011576	BETTY LOU'S INC	44,884.20		155293
6/9/2016	011577	BETTY LOU'S INC	32,512.80		156701
6/9/2016	011578	BETTY LOU'S INC	243.00		155721
6/9/2016	011579	BETTY LOU'S INC	2,832.48		156548
6/9/2016	011580	BETTY LOU'S INC	74,520.84		155358
6/9/2016	011581	BETTY LOU'S INC	81,525.60		156103
6/9/2016	011582	BETTY LOU'S INC	113,690.40		156694
6/9/2016	011583	BETTY LOU'S INC	24,924.12		157425
				<u>454,725.04</u>	
5/10/2016	011479	BSJ MERCHANDISING CORP	2,000.00		1584
6/9/2016	011559	BSJ MERCHANDISING CORP	2,000.00		1621 MAY
7/8/2016	011630	BSJ MERCHANDISING CORP	2,000.00		JUNE 2016 COMMISSION
				<u>6,000.00</u>	
7/14/2016	011651	BURATTI P.A.	3,000.00		ADVANCE FEE
7/21/2016	011656	BURATTI P.A.	3,000.00		OPE-001-UPDATE 2
7/28/2016	011661	BURATTI P.A.	6,000.00		DEPOSIT
8/2/2016	011669	BURATTI P.A.	1,500.00		DEPOSIT #3
8/9/2016	CASH	BURATTI P.A.	6,000.00		DEPOSIT #4
				<u>19,500.00</u>	
5/10/2016	011481	CITY OF VERO BEACH	332.27		WHRS 4/24/16
5/10/2016	011482	CITY OF VERO BEACH	577.58		DUE 5/11 PdL
5/31/2016	011544	CITY OF VERO BEACH	621.92		PdL DUE 6/9
6/9/2016	011584	CITY OF VERO BEACH	455.84		UTIL THRU 5/24 PdL
6/28/2016	011611	CITY OF VERO BEACH	720.35		PdL DUE 7/11
7/21/2016	011654	CITY OF VERO BEACH	550.85		UTIL 6/16 WAREHOUSE

Orange Peel Enterprises, Inc dba GREENS+

Checks and Transfers made within 90 days of Chap 11 filing, operating Account 7400

8/8/16 thru 5/10/16

DATE	CHECK #	Vendor	Amount	Total	INV or DESC
7/21/2016	011655	CITY OF VERO BEACH	75.00		
8/3/2016	011671	CITY OF VERO BEACH	752.15		UTIL PdL DUE 8/10
				4,085.96	
5/10/2016	011483	CL&D GRAPHICS	11,898.60		311145
				11,898.60	
5/10/2016	011484	CLARK COMPUTER SERVICES	1,016.50		7657
6/9/2016	011585	CLARK COMPUTER SERVICES	1,016.50		7819
7/8/2016	011647	CLARK COMPUTER SERVICES	1,016.50		7963
				3,049.50	
5/10/2016	011485	COMCAST CABLE	307.23		DUE 5/10
6/9/2016	011586	COMCAST CABLE	307.23		DUE 6/10
6/28/2016	011612	COMCAST CABLE	310.35		DUE 7/10/2016
				924.81	
5/10/2016	011496	CORMIER, SHARON	75.00		APRIL 2016 DEMOS
				75.00	
6/9/2016	011587	COYOTE	6,150.00		7386870-01
				6,150.00	
7/25/2016	011660	DARLING CONSTRUCTION	75.00		PERMIT CITY VERO BCH
				75.00	
6/9/2016	011588	DISALVO & ASSOCIATES, PA	1,250.00		10723B
				1,250.00	
5/10/2016	011486	DIXIE HARRIS	600.00		APRIL 2016 DEMOS
				600.00	
5/10/2016	011487	DORINE NAFZIGER	375.00		APRIL 2016 DEMOS
				375.00	
5/26/2016	011534	EARTH FARE	142.56		46595-1
				142.56	
5/13/2016	011519	EARTH'S ELEMENTS LLC	1,250.00		APRIL 2016 COMM
6/9/2016	011562	EARTH'S ELEMENTS LLC	1,250.00		MAY 2016 COMMISSION
7/8/2016	011633	EARTH'S ELEMENTS LLC	1,750.00		JUNE 2016 COMMISSION
				4,250.00	
5/10/2016	011490	FIRST INSURANCE FUNDING CORP.	2,220.64		DUE 5/18
6/9/2016	011590	FIRST INSURANCE FUNDING CORP.	2,114.90		DUE 6/18
6/28/2016	011613	FIRST INSURANCE FUNDING CORP.	311.88		DUE 6/25
7/8/2016	011648	FIRST INSURANCE FUNDING CORP.	2,114.90		PMT DUE 7/18/16
8/3/2016	011672	FIRST INSURANCE FUNDING CORP.	436.08		INSTALLMENT DUE 7/25
				7,198.40	
5/26/2016	011535	FLORIDA COPY DATA	52.67		32139
6/9/2016	011591	FLORIDA COPY DATA	36.99		DUE 6/12
6/28/2016	011614	FLORIDA COPY DATA	69.82		32388

Orange Peel Enterprises, Inc dba GREENS+

Checks and Transfers made within 90 days of Chap 11 filing, operating Account 7400

8/8/16 thru 5/10/16

DATE	CHECK #	Vendor	Amount	Total	INV or DESC
8/3/2016	011673	FLORIDA COPY DATA	50.68		32588
				<u>210.16</u>	
6/14/2016	011605	FLOW RITE IRRIGATION CO.	55.00		10583
				<u>55.00</u>	
6/28/2016	011616	GARY MASTRO	4,000.00		JULY PMT
				<u>4,000.00</u>	
5/13/2016	011522	GEORGE LAKE	500.00		APRIL 2016 COMM
6/9/2016	011566	GEORGE LAKE	500.00		MAY 2016 COMMISSION
7/8/2016	011637	GEORGE LAKE	500.00		JUNE 2016 COMMISSION
				<u>1,500.00</u>	
5/31/2016	011545	GLOBALTRANZ ENT, INC.	8,455.80		7630629
6/10/2016	011600	GLOBALTRANZ ENT, INC.	1,321.76		INV TO 5/19
6/10/2016	011601	GLOBALTRANZ ENT, INC.	2,668.52		THRU 5/31
6/10/2016	011602	GLOBALTRANZ ENT, INC.	5,117.18		THRU 6/3
6/28/2016	011615	GLOBALTRANZ ENT, INC.	3,262.69		THRU 6/11
				<u>20,825.95</u>	
5/26/2016	011536	HUNTER COMMUNICATIONS, INC.	105.00		20297
8/3/2016	011674	HUNTER COMMUNICATIONS, INC.	105.00		20393
				<u>210.00</u>	
5/13/2016	011523	JEFFREY F. MANNING	2,400.00		APRIL 2016 COMM
6/9/2016	011568	JEFFREY F. MANNING	2,400.00		MAY 2016 COMMISSION
7/8/2016	011638	JEFFREY F. MANNING	2,400.00		JUNE 2016 COMMISSION
				<u>7,200.00</u>	
5/10/2016	011493	JL WELLNESS SERVICES LLC	225.00		APRIL 2016 DEMOS
				<u>225.00</u>	
5/10/2016	011500	JOANNE ST. GEORGE	450.00		APRIL 2016 DEMOS
				<u>450.00</u>	
8/1/2016	011664	JOHN FITZGERALD	378.00		FOR OFFICE DIVIDERS
				<u>378.00</u>	
6/9/2016	011592	LIBERTY CARTIDGE SOURCE	170.19		7791
				<u>170.19</u>	
6/9/2016	011567	LISA ANN LASSMAN	450.00		MAY 2016 DEMOS
				<u>450.00</u>	
5/31/2016	011546	LOGIC PAKAGING	8,712.00		30171
				<u>8,712.00</u>	
5/13/2016	011516	LUNA SALES & MARKETING	500.00		APRIL 2016 COMM
6/9/2016	011558	LUNA SALES & MARKETING	500.00		MAY 2016 COMMISSION
7/8/2016	011629	LUNA SALES & MARKETING	500.00		JUNE 2016 COMMISSIN
				<u>1,500.00</u>	

Orange Peel Enterprises, Inc dba GREENS+

Checks and Transfers made within 90 days of Chap 11 filing, operating Account 7400

8/8/16 thru 5/10/16

DATE	CHECK #	Vendor	Amount	Total	INV or DESC
6/3/2016	011557	MEEKS PLUMBING, INC.	225.00		SRV 6/3
				225.00	
5/10/2016	011491	MICHAEL HORNFIELD	250.00		2016.4.26 g+
5/13/2016	011520	MICHAEL HORNFIELD	1,000.00		APRIL 2016 COMM
6/9/2016	011563	MICHAEL HORNFIELD	1,000.00		MAY 2016 COMMISSION
7/8/2016	011634	MICHAEL HORNFIELD	1,000.00		JUNE 2016 COMMISSION
				3,250.00	
5/10/2016	011494	MICHELLE PRITCHARD	225.00		APRIL 2016 DEMOS
				225.00	
7/8/2016	011639	NATIONAL LIFT TRUCK SERVICE, INC	458.78		208350
				458.78	
5/13/2016	011521	NATURAL SALES NW LLC	1,250.00		APRIL 2016 COMM
6/9/2016	011564	NATURAL SALES NW LLC	1,250.00		MAY 2016 COMMISSION
7/8/2016	011635	NATURAL SALES NW LLC	1,250.00		JUNE 2016 COMMISSION
				3,750.00	
5/26/2016	011537	NOZZLE NOLEN, INC.	51.36		1305104
6/28/2016	011617	NOZZLE NOLEN, INC.	51.36		1312784
8/3/2016	011675	NOZZLE NOLEN, INC.	102.72		1324873
				205.44	
6/9/2016	011593	PERRYMAN & ASSOCIATES, INC.	175.00		24297
6/9/2016	011594	PERRYMAN & ASSOCIATES, INC.	90.00		24816
				265.00	
5/25/2016	011533	PETTY CASH (#2)	244.88		PETTY CASH 5/25/16
7/19/2016	011653	PETTY CASH (#2)	200.00		REPLENISH PETTY CASH
8/1/2016	011666	PETTY CASH (#2)	350.00		BLDG REP/MAINT MOVE
				794.88	
5/10/2016	011489	PRECISE DEMO SPECIALIST AND SA	450.00		APRIL 2016 DEMOS
				450.00	
7/28/2016	011662	PROFESSIONAL INSURANCE ADVISC	150.15		909
				150.15	
5/10/2016	011495	REPUBLIC SERVICES	31.74		769-000468925
7/8/2016	011642	REPUBLIC SERVICES	85.36		769000470330
				117.10	
5/23/2016	011528	RYAN DEAUVILLE	10,898.94		PMT 9 OF 11
6/28/2016	011609	RYAN DEAUVILLE	10,898.94		PAYMENT 10
7/22/2016	011659	RYAN DEAUVILLE	10,898.94		FINAL PMT #11 of 11
				32,696.82	
8/1/2016	011667	SCHENCK, JOHN C.	332.29		REIMB OFFICE SUPPLS
				332.29	

Orange Peel Enterprises, Inc dba GREENS+

Checks and Transfers made within 90 days of Chap 11 filing, operating Account 7400

8/8/16 thru 5/10/16

DATE	CHECK #	Vendor	Amount	Total	INV or DESC
7/21/2016	011658	SHRAIBERG, FERRARA & LANDAU P.,	3,000.00		INITIAL RETAINER
7/28/2016	011663	SHRAIBERG, FERRARA & LANDAU P.,	40,000.00		DEPOSIT
8/9/2016	CASH	SHRAIBERG, FERRARA & LANDAU P., on behalf of ACM Capital	10,000.00	<u>53,000.00</u>	
5/10/2016	011497	SNIDERMAN & ASSOCIATES	1,125.00	<u>1,125.00</u>	APRIL 2016 DEMOS
5/10/2016	011478	SONIA KATHLEEN BLAND-TAYLOR	75.00	<u>75.00</u>	APRIL 2016 DEMOS
5/10/2016	011498	SPS COMMERCE	957.00		PSI-112271249
5/10/2016	011499	SPS COMMERCE	957.00		PSI-112315276
6/9/2016	011595	SPS COMMERCE	957.00	<u>2,871.00</u>	PSI-112347371
5/10/2016	011501	STACEY ROGERS	150.00	<u>150.00</u>	APRIL 2016 DEMOS
5/10/2016	011502	STAPLES CREDIT PLAN	164.36		DUE 5/17
6/9/2016	011596	STAPLES CREDIT PLAN	32.10		DUE 6/18
7/8/2016	011643	STAPLES CREDIT PLAN	17.00	<u>213.46</u>	DUE 7/18
5/13/2016	011524	SUMMER'S SPECIALTIES, INC.	2,200.00		APRIL 2016 COMM
6/9/2016	011569	SUMMER'S SPECIALTIES, INC.	2,200.00		MAY 2016 COMMISSION
7/8/2016	011640	SUMMER'S SPECIALTIES, INC.	2,200.00	<u>6,600.00</u>	JUNE 2016 COMMISSION
6/1/2016	011549	THE LANI V. DEAUVILLE TRUST	13,108.69		PMT 9 OF 120
7/6/2016	011625	THE LANI V. DEAUVILLE TRUST	13,108.69		PMT 10 OF 120
8/1/2016	011665	THE LANI V. DEAUVILLE TRUST	13,108.69	<u>39,326.07</u>	PMT 11 DUE 8/1/16
5/10/2016	011504	THE OASIS STATION, LLC	225.00	<u>225.00</u>	APRIL 2016 DEMOS
5/13/2016	011517	THE TORTOISE AND ROOSTER TRAC	1,500.00		APRIL 2016 COMM
6/9/2016	011560	THE TORTOISE AND ROOSTER TRAC	1,500.00		MAY 2016 COMMISSION
7/8/2016	011631	THE TORTOISE AND ROOSTER TRAC	1,500.00	<u>4,500.00</u>	JUNE 2016 COMMISSION
8/3/2016	011677	TIME PAYMENT CORP	319.41	<u>319.41</u>	33086646-0816
5/24/2016	011531	TOM LANE	6,000.00		PROFF FEE DUE 5/28
6/21/2016	011608	TOM LANE	6,000.00	<u>12,000.00</u>	DUE 6/28
5/10/2016	011505	U.S. BANCORP EQUIPMENT FINANCE	1.17		303197057
5/26/2016	011541	U.S. BANCORP EQUIPMENT FINANCE	358.72		304745714
6/28/2016	011621	U.S. BANCORP EQUIPMENT FINANCE	179.36		306895434
7/8/2016	011644	U.S. BANCORP EQUIPMENT FINANCE	139.46		307493031

Orange Peel Enterprises, Inc dba GREENS+

Checks and Transfers made within 90 days of Chap 11 filing, operating Account 7400

8/8/16 thru 5/10/16

DATE	CHECK #	Vendor	Amount	Total	INV or DESC
8/3/2016	011681	U.S. BANCORP EQUIPMENT FINANCE	179.36		
				858.07	
6/14/2016	011606	ULINE	48.61		77531371
				48.61	
5/13/2016	011525	UNITED SALES & SERVICES, LLC	1,500.00		APRIL 2016 COMM
6/9/2016	011570	UNITED SALES & SERVICES, LLC	1,500.00		MAY 2016 COMMISSION
7/8/2016	011641	UNITED SALES & SERVICES, LLC	1,500.00		JUNE 2016 COMMISSION
				4,500.00	
6/28/2016	011618	UNITED STATES LIABILITY INS COMP	400.00		DUE 7/13/2016
				400.00	
5/24/2016	011532	UPS	3,947.88		786E3Y186
5/26/2016	011539	UPS	3,833.95		786E3Y196
5/26/2016	011540	UPS	3,472.66		
6/9/2016	011597	UPS	4,319.96		786E3Y226
6/14/2016	011607	UPS	3,085.37		786E3Y236
6/28/2016	011619	UPS	2,481.04		0000786E3Y256
6/28/2016	011620	UPS	3,221.87		0000786E3Y246
7/8/2016	011649	UPS	2,888.68		786E3Y266
7/8/2016	011650	UPS	1,736.75		786E3Y276
8/3/2016	011678	UPS	2,278.32		786E3Y286
8/3/2016	011679	UPS	3,719.20		786E3Y296
8/3/2016	011680	UPS	3,476.18		786E3Y306
5/31/2016	011547	UPS FREIGHT	3,901.64		786E3Y216
				42,363.50	
6/9/2016	011598	VERO BEACH POLICE DEPT.	50.00		ALARM 6/1
				50.00	
7/21/2016	011652	WADE COMBS	150.00		
				150.00	
5/10/2016	011506	WELLS FARGO	1,038.32		DUE 5/16
6/10/2016	011599	WELLS FARGO	1,003.02		DUE 6/13
7/8/2016	011645	WELLS FARGO	1,000.00		DUE 7/12
				3,041.34	
8/3/2016	011682	WELLS FARGO BANK N.A.	139.00		DUE 8/15
				139.00	
5/10/2016	011507	WINDSTREAM COMMUNICATIONS	509.67		15286406
5/31/2016	011548	WINDSTREAM COMMUNICATIONS	510.07		15363920
6/28/2016	011622	WINDSTREAM COMMUNICATIONS	508.12		15417789
8/3/2016	011683	WINDSTREAM COMMUNICATIONS	493.11		15489729
				2,020.97	

DIRECT TRANSFERS FROM OPERATING ACCOUNT

6/2/2016	Transfer	AUTHNET GATEWAY BILLING 75407344 ORANGE PEEL	43.35
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Orange Peel Enterprises, Inc dba GREENS+

Checks and Transfers made within 90 days of Chap 11 filing, operating Account 7400

8/8/16 thru 5/10/16

DATE	CHECK #	Vendor	Amount	Total	INV or DESC
7/5/2016		AUTHNET GATEWAY BILLING			
	Transfer	85085324 ORANGE PEEL ENTERPRISE	46.45		
8/2/2016		AUTHNET GATEWAY BILLING			
	Transfer	85421003 ORANGE PEEL ENTERPRISE	52.35		
				<u>142.15</u>	
7/1/2016	Transfer	eTransfer in Branch/Store - To checking	500.00		
				<u>500.00</u>	
6/15/2016	Transfer	FLA DEPT REVENUE C01 160614 0000	50.00		
7/5/2016	Transfer	FLA DEPT REVENUE C01 160701 0000	9.86		
				<u>59.86</u>	
6/8/2016	Transfer	ONLINE DEP DETAIL & IMAGES - BOB	3.00		
7/11/2016	Transfer	ONLINE DEP DETAIL & IMAGES - BOB	3.00		
				<u>6.00</u>	
6/30/2016	Transfer	STOP PAYMENT FEE	31.00		
				<u>31.00</u>	
5/31/2016	Transfer	TRANSACTIONS FEE	11.50		
6/30/2016	Transfer	TRANSACTIONS FEE	9.50		
				<u>21.00</u>	
5/31/2016	Transfer	LOC-WF LOAN/LINE AUTO PAY 160527 818111135261998 DEAUVILLE	2,771.39		
6/30/2016	Transfer	WF LOAN/LINE AUTO PAY 160629 818111135261998 DEAUVILLE JUDE	2,771.39		
8/1/2016	Transfer	WF LOAN/LINE AUTO PAY 160729 818111135261998 DEAUVILLE JUDE	2,771.39		
				<u>8,314.17</u>	
6/20/2016	Transfer	WIRE TRANS SVC CHARGE - SEQUEI	45.00		
				<u>45.00</u>	
6/20/2016	Transfer	Cust Dep Refund- WT 160620-069272 RABOBANK NEDERLAND	14,364.30		
				<u>14,364.30</u>	
			1,166,551.83	1,166,551.83	
8/8/2016	-	5/10/2016	=	90	

EXHIBIT E**INSIDER TRANSFERS**

Date	Name	Memo	Amount
August 5, 2015 through August 1, 2016	Jude Deauville	Payments on Line of Credit	\$34,993.97
August 5, 2015 through August 5, 2016	Jude Deauville	Salary	\$223,103.68
July 2015 through July 2016	Ryan Deauville	Pursuant to settlement agreement.	\$113,284.75