

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

In Re:) Chapter 11
)
Bruce Finder Sales, Inc.) No. 17-2122
)
Debtor.)
) Honorable Judge Deborah L. Thorne
)
)
)

**AMENDED DISCLOSURE STATEMENT IN SUPPORT OF
BRUCE FINDER SALES, INC.'S PLAN OF LIQUIDATION**

DATED AUGUST 18, 2017

By: /s/ O. Allan Fridman
Attorney for the Plan Proponent

O. Allan Fridman
555 Skokie Blvd.
Suite 500
Northbrook, Illinois 60062
847-412-0788
allan@fridlg.com

THIS DISCLOSURE STATEMENT (“**DISCLOSURE STATEMENT**”) FILED BY THE DEBTOR, BRUCE FINDER SALES, INC (THE “**DEBTOR**”), MAY NOT BE RELIED ON FOR ANY PURPOSE OTHER THAN TO DETERMINE HOW TO VOTE ON THE DEBTOR’S PLAN OF LIQUIDATION (THE “**PLAN**”), DATED AS OF THE DATE HEREOF, AND NOTHING CONTAINED HEREIN WILL CONSTITUTE AN ADMISSION OF ANY FACT OR LIABILITY BY ANY PARTY, OR BE ADMISSIBLE IN ANY PROCEEDING INVOLVING THE DEBTOR OR ANY OTHER PARTY, OR BE DEEMED CONCLUSIVE ADVICE ON THE TAX OR OTHER LEGAL EFFECTS OF THE PLAN ON HOLDERS OF CLAIMS AGAINST OR INTERESTS IN THE DEBTOR.

ALL CREDITORS AND PARTIES IN INTEREST THAT ARE ENTITLED TO VOTE ON THE PLAN ARE ENCOURAGED TO READ AND CAREFULLY CONSIDER THE ENTIRE DISCLOSURE STATEMENT FURNISHED TO THEM AND THE MATTERS DESCRIBED IN THIS DISCLOSURE STATEMENT, PRIOR TO SUBMITTING A BALLOT PURSUANT TO THIS SOLICITATION. THE DESCRIPTION OF THE PLAN CONTAINED IN THIS DISCLOSURE STATEMENT IS INTENDED AS A SUMMARY ONLY AND IS QUALIFIED IN ITS ENTIRETY BY REFERENCE TO THE PLAN ITSELF, WHICH ACCOMPANIES THIS DISCLOSURE STATEMENT. EACH CREDITOR AND PARTY IN INTEREST SHOULD READ, CONSIDER AND CAREFULLY ANALYZE THE TERMS AND PROVISIONS OF THE PLAN.

THE DEBTOR BELIEVES THAT THE PLAN IS IN THE BEST INTERESTS OF CREDITORS. ALL CREDITORS ENTITLED TO VOTE ARE URGED TO VOTE IN FAVOR OF THE PLAN. VOTING INSTRUCTIONS ARE CONTAINED IN THE SECTION OF THIS DISCLOSURE STATEMENT TITLED “VOTING INSTRUCTIONS.” TO BE COUNTED, YOUR BALLOT MUST BE DULY COMPLETED AND EXECUTED AND RECEIVED BY THE CLERK OF THE BANKRUPTCY COURT BY NO LATER THAN 4:30 P.M., CENTRAL STANDARD TIME, **ON THE DATE AND TIME, AS SET FORTH IN THE ACCOMPANYING SCHEDULING ORDER ENCLOSED WITH THE DISCLOSURE STATEMENT**, UNLESS SUCH DEADLINE IS EXTENDED BY ORDER OF THE COURT.

THIS DISCLOSURE STATEMENT HAS NOT BEEN APPROVED BY THE SECURITIES AND EXCHANGE COMMISSION OR ANY STATE SECURITIES COMMISSION NOR HAS THE SECURITIES AND EXCHANGE COMMISSION OR ANY STATE SECURITIES COMMISSION PASSED UPON THE ACCURACY OR ADEQUACY OF THE STATEMENTS CONTAINED HEREIN.

NO PERSON IS AUTHORIZED IN CONNECTION WITH THE PLAN OR THE SOLICITATION OF ACCEPTANCES OF THE PLAN TO GIVE ANY INFORMATION OR TO MAKE ANY REPRESENTATION OTHER THAN AS CONTAINED IN THIS DISCLOSURE STATEMENT AND THE EXHIBITS OR DOCUMENTS ATTACHED HERETO OR INCORPORATED BY REFERENCE OR REFERRED TO HEREIN, AND IF GIVEN OR MADE, SUCH INFORMATION OR REPRESENTATION MAY NOT BE RELIED UPON AS HAVING BEEN AUTHORIZED BY THE DEBTOR. SUCH ADDITIONAL REPRESENTATIONS SHOULD BE REPORTED TO COUNSEL FOR THE DEBTOR, WHO IN TURN WILL DELIVER SUCH INFORMATION TO THE

BANKRUPTCY COURT FOR ACTION AS MAY BE DEEMED APPROPRIATE. THE DELIVERY OF THIS DISCLOSURE STATEMENT WILL NOT UNDER ANY CIRCUMSTANCES IMPLY THAT THE INFORMATION HEREIN IS CORRECT AS OF THE DATE HEREOF, THIS DISCLOSURE STATEMENT IS DATED AND CREDITORS AND HOLDERS OF INTERESTS ARE ENCOURAGED TO REVIEW THE BANKRUPTCY DOCKET IN THIS CASE IN ORDER TO EVALUATE EVENTS WHICH OCCUR BETWEEN THE DATE OF THIS DISCLOSURE STATEMENT AND THE DATE OF THE CONFIRMATION HEARING. ALL CREDITORS WHICH ARE ENTITLED TO VOTE ARE ENCOURAGED TO READ AND CAREFULLY CONSIDER THIS ENTIRE DISCLOSURE STATEMENT, INCLUDING THE PLAN AND THE MATTERS DESCRIBED IN THIS DISCLOSURE STATEMENT, PRIOR TO SUBMITTING A BALLOT PURSUANT TO THIS SOLICITATION.

THE DEBTOR HAS ATTEMPTED TO PRESENT THE INFORMATION CONTAINED IN THIS DISCLOSURE STATEMENT ACCURATELY AND FAIRLY TO THE BEST OF ITS ABILITY. THE ASSUMPTIONS UNDERLYING THE ANTICIPATION OF FUTURE EVENTS CONTAINED IN THIS DISCLOSURE STATEMENT ARE ONLY ASSUMPTIONS OR PREDICTIONS OF FUTURE EVENTS, THERE CAN BE NO ASSURANCE THAT THE EVENTS WILL OCCUR.

IN THE EVENT THAT ANY OF THE CLASSES OF HOLDERS OF IMPAIRED CLAIMS VOTE TO REJECT THE PLAN, (1) THE DEBTOR MAY ALSO SEEK TO SATISFY THE REQUIREMENTS FOR CONFIRMATION OF THE PLAN WITH RESPECT TO THAT CLASS UNDER THE "CRAM-DOWN" PROVISIONS OF SECTION 1129(b) OF THE BANKRUPTCY CODE, AND, IF REQUIRED, MAY AMEND THE PLAN TO CONFORM TO SUCH REQUIREMENTS OR (2) THE PLAN MAY BE OTHERWISE MODIFIED OR WITHDRAWN.

THE REQUIREMENTS FOR CONFIRMATION, INCLUDING THE VOTE OF HOLDERS OF IMPAIRED CLASSES TO ACCEPT THE PLAN AND CERTAIN OF THE STATUTORY FINDINGS THAT MUST BE MADE BY THE BANKRUPTCY COURT, ARE SET FORTH UNDER THE CAPTION **"ACCEPTANCE OR REJECTION OF THE PLAN."**

Table of Contents

ARTICLE I	2
A. Purpose of This Document.....	2
C. How to Vote.....	4
D. Confirmation Hearing.....	1
ARTICLE II	1
SUMMARY OF THE PLAN OF LIQUIDATION AND TREATMENT OF CLAIM AND EQUITY INTERESTS	2
A. Introduction.....	2
B. Unclassified Administrative.....	2
C. Unclassified Priority Claims.....	3
D. Classification and Treatment of Claims and Equity Interests.....	4
E. Determination of Claims.....	11
F. Assumption and Rejection of Executory Contracts and Leases.....	11
G. Acceptance or Rejection of the Plan.....	11
ARTICLE III	14
THE DEBTOR'S OPERATIONS AND HISTORY	14
ARTICLE IV	16
THE CHAPTER 11 CASE	16
ARTICLE V	17
MEANS OF IMPLEMENTING THE PLAN	17
ARTICLE VI	23
FEASIBILITY OF THE PLAN	Error! Bookmark not defined.
ARTICLE VII	Error! Bookmark not defined.
ALTERNATIVES TO THE PROPOSED PLAN	23

I. INTRODUCTION

Bruce Finder Sales, Inc("Preferred"), the Debtor and Debtor-in-Possession in the above-captioned Chapter 11 Case, submits this Disclosure Statement (the "Disclosure Statement") pursuant to Section 1125 of the Bankruptcy Code (the "Code"), to all of the Debtor's Creditors and Equity Security Holders, in order to disclose material information sufficient to enable them to make an informed decision in exercising their right to vote for acceptance or rejection of the Debtor's Plan of Liquidation dated July 25, 2017.

On the date and time as set forth in the accompanying scheduling order enclosed with the disclosure statement, a hearing to consider confirmation of the Plan will be held by the Court or by any other judge sitting in the Court's place, in Courtroom 613, of the United States Courthouse, 219 S. Dearborn, Chicago, IL. A copy of the Plan is attached hereto as Exhibit 2. Throughout this Disclosure Statement, the Debtor refers to terms that have been specifically defined in the Plan. Those definitions are incorporated by reference into this Disclosure Statement. Therefore, to fully understand this Disclosure Statement, Creditors must review the Plan.

At the Consolidated Hearing, the Bankruptcy Court (the "**Court**") will consider whether this Disclosure Statement in accordance with Section 1125(b) of the Bankruptcy Code contains information of a kind and in sufficient detail adequate to enable a hypothetical reasonable investor typical of the holders of Claims of the relevant Voting Classes (as defined below) to make an informed judgment whether to accept or reject the Plan. Approval of this Disclosure Statement by the Bankruptcy Court and the transmittal of this Disclosure Statement does not, however, constitute a determination by the Bankruptcy Court as to the fairness or merits of the Plan and should not be interpreted as being a recommendation by the Bankruptcy Court either to

accept or reject the Plan.

Upon approval of the Disclosure Statement, the Bankruptcy Court shall immediately commence a hearing to consider confirmation of the Plan.

In summary, but subject to more specific details provided herein and in the Plan, the treatment of claims under the Plan contemplates a greater recovery than that which is likely to be achieved under other alternatives for Liquidation or liquidation of the Debtor.

Accordingly, the Debtor believes that confirmation of its Plan is in the best interests of the Creditors and recommends that you vote to accept the Plan.

Accompanying or included as exhibits to this Disclosure Statement are the following:¹

1. A ballot for acceptance or rejection of the Plan;
2. The Plan;
3. Summary Pages of Debtor's Bankruptcy Operating Reports;
4. A Liquidation Analysis;

ARTICLE I

SUMMARY OF THE PLAN

A. Purpose of This Document.

The purpose of this Disclosure Statement is to provide the Holders of Claims with adequate information to make an informed judgment about the Plan. This information includes, among other things, (a) the procedures for voting on the Plan, (b) a summary of the Plan and an explanation of how the Plan will function, including the means of implementing and funding the Plan, (c) general information about the history and business of the Debtor prior to the Petition Date, (d) the events leading to the filing of the bankruptcy petition, and (e) a summary of significant events which have occurred to date in this bankruptcy case.

¹ Exhibits will be filed within 14 days of this filing.

This Disclosure Statement contains important information about the Plan and considerations pertinent to a vote for, or against, the confirmation of the Plan. All parties entitled to cast a ballot are encouraged to review this Disclosure Statement carefully.

Unless otherwise defined herein, all capitalized terms used in this Disclosure Statement have the meanings ascribed to them in the Plan. Any other term used in this Disclosure Statement and not otherwise defined shall have the meaning given to it in the Bankruptcy Code.

The summary of the Plan contained herein addresses only certain provisions of the Plan. As a summary, it is qualified in its entirety by reference to the Plan itself and any Plan Documents, which are referred to therein as being filed prior to Confirmation. Upon Confirmation and the Effective Date, the Plan and the Plan Documents referred to therein shall control and bind the Debtor, all of the Debtor's Creditors, and other parties in interest except as expressly set forth in the Plan.

The Plan Documents (i.e. all documents that aid in effectuating the Plan, including the Exhibits to the Plan), if any, shall be filed with the Bankruptcy Court with this Disclosure Statement; provided, however, that the Debtor may amend the Plan Documents through and including the Confirmation Date. Upon their filing with the Bankruptcy Court, the Plan Documents may be inspected in the Clerk's Office during normal business hours or may be obtained from the Debtor's counsel, O. Allan Fridman at (847) 412-0788.

B. Who May Vote.

Only the Holders of Claims which are deemed "Allowed" under the Bankruptcy Code and which are "Impaired" under the terms and provisions of the Plan are permitted to vote to accept or reject the Plan. For purposes of the Plan, the Holders of Allowed Claims in the Voting Classes (i.e. Classes 3,4,5, and 6 are Impaired under the Plan and thus may vote to accept or

reject the Plan. Accordingly,) a Ballot is being provided to members of the Voting Classes.

C. How to Vote.

Each holder of a Claim in a Voting Class should read this Disclosure Statement, together with the Plan and other exhibits hereto, in their entirety. After carefully reviewing the Plan and this Disclosure Statement and their respective exhibits, please complete the enclosed Ballot, including indicating your vote thereon with respect to the Plan, and return it as provided below. If you are a member of a Voting Class and did not receive a Ballot, if your Ballot is damaged or lost, or if you have any questions concerning voting procedures, please call O. Allan Fridman, counsel for the Debtor.

YOU SHOULD COMPLETE AND SIGN THE ENCLOSED BALLOT AND RETURN IT AS DESCRIBED BELOW. IN ORDER TO BE COUNTED, BALLOTS MUST BE DULY COMPLETED AND EXECUTED AND RECEIVED BY NO LATER THAN 4:30 P.M. (CENTRAL STANDARD TIME) ON THE BALLOT DATE DEADLINE OF _____ AS SET FORTH IN THE ACCOMPANYING SCHEDULING ORDER UNLESS SUCH DEADLINE IS EXTENDED BY COURT ORDER.

All Ballots should be returned and delivered by regular mail, hand delivery or overnight delivery:

Office of the Clerk
United States Bankruptcy Court Northern
District of Illinois
219 S. Dearborn
Chicago, IL 60601

and a copy of the executed Ballot
should Mailed to :
O. Allan Fridman
Attorney for the Debtor
555 Skokie, Blvd., Suite 500
Northbrook, IL 60062

As the holder of an Allowed Claim in the voting Classes, your vote on the Plan is

extremely important. In order for the Plan to be accepted and thereafter confirmed by the Court without resorting to the "cram-down" provisions of Section 1129(b) of the Bankruptcy Code as to other classes of Allowed Claims, votes representing at least two-thirds in amount and more than one-half in number of Allowed Claims of each impaired Class of Claims that are voting must be cast for the acceptance of the Plan. The Debtor is soliciting acceptances only from members of the Voting Classes. You may be contacted by the Debtor with regard to your vote on the Plan.

Procedures and more information concerning the acceptance and rejection of the Plan are set forth more fully in the section titled "Acceptance or Rejection of the Plan" on page 20.

D. Confirmation Hearing.

Pursuant to section 105(d)(2)(B) of the Bankruptcy Code, the Court may order that the hearing ("Consolidated Hearing") on the approval of this Disclosure Statement shall be consolidated with the hearing on the confirmation of the Plan, which hearing has been set for **on the date and time as set forth in the accompanying scheduling order**, at the United States Bankruptcy Court for the Northern District of Illinois, Courtroom 613, Chicago, Illinois. The Hearing may be adjourned from time to time by the Court without further notice except for an announcement of the adjourned date made at the hearing.

Objections to confirmation of the Plan or to approval of the Disclosure Statement shall be filed with the Court on or before _____, and served by the same date on the Debtor, Debtor's counsel and the United States Trustee.

ARTICLE II

SUMMARY OF THE PLAN OF LIQUIDATION AND TREATMENT OF CLAIM AND EQUITY INTERESTS

A. Introduction.

Chapter 11 is the principal business Liquidation chapter of the Bankruptcy Code. Under Chapter 11, a debtor is authorized to reorganize and/or liquidate its business for the benefit of itself and its creditors and equity holders. The formulation of a plan is the principal objective of a Chapter 11 case. In general, a Chapter 11 plan (i) divides Claims and equity interests into separate classes, (ii) specifies the property that each class is to receive under such plan, and (iii) contains other provisions necessary to the Liquidation and/or liquidation of the Debtor. Chapter 11 does not require each holder of a claim or equity interest to vote in favor of the plan in order for the Bankruptcy Court to confirm the plan. However, a plan must be accepted by the holders of at least one impaired class of Claims without considering the votes of "insiders" within the meaning of the Bankruptcy Code.

The Plan provides for payments on the Effective Date, which is the first business day 30 days after the confirmation date. The Plan provides for unsecured creditors to be paid a prorata share of the Recovered Funds.

B. Unclassified Administrative.

Except as otherwise provided below, each Holder of an Allowed Administrative Expense Claim shall be paid (a) on the Effective Date, an amount in Cash equal to the Allowed Amount of its Administrative Expense Claim, in accordance with § 1129(a)(9)(A) of the Bankruptcy Code, (b) under such other terms as may be agreed upon by both the Holder of such Allowed Administrative Expense Claim and the Debtor, or (c) as otherwise ordered by order of the Bankruptcy Court. The Debtor estimates these claims will be approximately \$30,000.

All fees and charges assessed against the Estate under Chapter 123 of Title 28, United

States Code, 28 U.S.C. §§ 1911-1930, through the Effective Date shall be paid to the United States Trustee by the Debtor when due. Following the Effective Date, any such fees required pursuant to 28 U.S.C. § 1930(a)(6) arising or accruing from Distributions made by the Debtor or made under the Plan shall also be paid by the Debtor. All such payments to the United States Trustee shall be in the appropriate sum required pursuant to 28 U.S.C. § 1930(a)(6) based upon the applicable disbursements for the relevant post-confirmation periods and shall be made within the time period set forth in 28 U.S.C. § 1930(a)(6), until the earlier of (i) the closing of the Bankruptcy Case by the issuance of a Final Order by the Bankruptcy Court on the Final Decree Date, or (ii) the entry of an order by the Bankruptcy Court dismissing the Liquidation Case or converting the Liquidation Case to another chapter under the Bankruptcy Code. The Debtor shall provide to the United States Trustee quarterly post-confirmation payment reports indicating the disbursements for the relevant periods.

Administrative expenses are costs or expenses of administering the Debtor's Chapter 11 case, which are allowed under § 507(a)(2) of the Code. The Code requires that all administrative expenses be paid on the Effective Date of the Plan, unless a particular claimant agrees to a different treatment. The Debtor estimates administrative expenses will be approximately \$30,000.00. Included in Administrative expenses are professional Fees of the Debtor until confirmation and a final award of fees and costs to the Debtor's attorneys, the final amount of said fees cannot be determined at this time. All administrative expenses are subject to court approval. Administrative expenses will be paid by appropriate court order after notice and hearing.

C. Unclassified Priority Claims.

Priority tax claims are unsecured income, employment and other taxes described by

507(a)(8) of the Bankruptcy Code. The Allowed Tax Claims, if any, will be paid in full within 60 equal monthly installments from the petition date plus statutory interest. This treatment of Claims is intended to comply with the requirements of Section 1129(a)(9)(C) of the Bankruptcy Code.

D. Classification and Treatment of Claims and Equity Interests.

Section 1123 of the Bankruptcy Code provides that a plan of Liquidation shall classify the Claims of a debtor's creditors and interests of a debtor's equity holders. The Plan divides the Claims and Equity Interests into five classes.

Section 101 (5) of the Bankruptcy Code defines "claim" as a "right to payment, whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured," or a "right to an equitable remedy for breach of performance if such breach gives rise to a right to payment, whether or not such right to an equitable remedy is reduced to judgment, fixed, contingent, matured, disputed, undisputed, secured or unsecured." The Debtor is required under § 1122 of the Bankruptcy Code to classify the Claims and Equity Interests into separate Classes, which contain Claims, and Equity Interests that are substantially similar to the other Claims and Equity Interests within such Class.

The Debtor believes that it has classified all Claims and Equity Interests in compliance with the provisions of § 1122 of the Bankruptcy Code. However, it is possible that a Holder of a Claim or another interested party may challenge the classification of Claims and Equity Interests contained in the Plan and that the Bankruptcy Court may find that a different classification is required for the Plan to be confirmed. In such event, it is the Debtor's present intent, to the extent permitted by the Bankruptcy Court, to make such reasonable modifications of the classifications

under the Plan to provide for whatever classification might be required by the Bankruptcy Court for Confirmation and to use the Plan acceptances received in this solicitation for the purpose of obtaining the approval of the Class or Classes of which the accepting Holder is ultimately deemed to be a member. Any such reclassification could adversely affect the Class in which such Holder was initially a member or any other Class under the Plan, by changing the composition of such Class and the vote required of that Class for approval of the Plan. A reclassification of Claims after approval of the Disclosure Statement might necessitate a re-solicitation of acceptances or rejections of the Plan.

Set forth below is also a summary of each Class of Claims and Equity Interests and the expected Distributions under the Plan to Holders of Allowed Claims against the Debtor. Any estimates of Claims set forth in this Disclosure Statement are approximate and are based on amounts scheduled by the Debtor. Except as otherwise specifically provided in the Plan, the treatment of, and the consideration to be received by, Holders of Allowed Claims and Holders of Allowed Equity Interests pursuant to the Plan shall be in full and final satisfaction, settlement, release, extinguishment and discharge of their respective Allowed Claims (of any nature whatsoever) and Allowed Equity Interests.

Overview of Claims and Equity Interest: The following table briefly summarizes the classification and treatment of Claims and Equity Interests:

Class Name	Amount (Approx)	Proposed Treatment	Vote
Class 1 Administrative and Expense Claims	\$30,000.00	Paid in full in cash on the Effective Date.	No

Class 2 Priority Tax Claims of the Internal Revenue Service	\$2,995.63	Unimpaired. Paid in Full on the Effective Date	No.
Class 3 Priority Tax Claims Illinois Department of Revenue	\$59,421.00	Impaired. The Allowed Claim to be paid be paid as a Priority Creditor pursuant to 11 USC 507(a)(8) up to the extent of the Debtor's recovered assets.	Yes
Class 4 Claim of Sugar Steel Corporation	\$54,350.38	Impaired. Treated as unsecured and paid Pro rata according to the Recovered Funds.	Yes
Class 5 Service Steel Warehouse	\$161,594.79	Impaired. Treated as unsecured and paid Pro rata according to the Recovered Funds.	Yes
Class 6 General Unsecured Claims	\$663,580.87	Impaired. Beginning on the Effective Date, this class shall receive, a pro-rata share the Recovered Funds. As further detailed in class treatment, see the narrative for this class beginning at section 5 below.	Yes
Class 7 Equity Interest		Impaired. Debtor shall cancel all its shares of the Liquidated Debtor Bruce Finder and June A. Finder.	
Class Name	Amount (Approx)	Proposed Treatment	Vote
Class 1 Administrative and Expense Claims	\$30,000.00	Paid in full in cash on the Effective Date.	No

Class 2 Priority Tax Claims of the Internal Revenue Service	\$2,995.63	Unimpaired. Paid in Full on the Effective Date	No.
Class 3 Priority Tax Claims Illinois Department of Revenue	\$59,421.00	Impaired. The Allowed Claim to be paid be paid as a Priority Creditor pursuant to 11 USC 507(a)(8) up to the extent of the Debtor's recovered assets.	Yes
Class 4 Claim of Sugar Steel Corporation	\$54,350.38	Impaired. Treated as unsecured and paid Pro rata according to the Recovered Funds.	Yes
Class 5 Service Steel Warehouse	\$161,594.79	Impaired. Treated as unsecured and paid Pro rata according to the Recovered Funds.	Yes
Class 6 General Unsecured Claims	\$663,580.87	Impaired. Beginning on the Effective Date, this class shall receive, a pro-rata share the Recovered Funds. As further detailed in class treatment, see the narrative for this class beginning at section 5 below.	Yes
Class 7 Equity Interest		Impaired. Debtor shall cancel all its shares of the Liquidated Debtor Bruce Finder and June A. Finder.	
Class Name	Amount (Approx)	Proposed Treatment	Vote
Class 1 Administrative and Expense Claims	\$30,000.00	Paid in full in cash on the Effective Date.	No

Class 2 Priority Tax Claims of the Internal Revenue Service	\$2,995.63	Unimpaired. Paid in Full on the Effective Date	No.
Class 3 Priority Tax Claims Illinois Department of Revenue	\$59,421.00	Impaired. The Allowed Claim to be paid be paid as a Priority Creditor pursuant to 11 USC 507(a)(8) up to the extent of the Debtor's recovered assets.	Yes
Class 4 Claim of Sugar Steel Corporation	\$54,350.38	Impaired. Treated as unsecured and paid Pro rata according to the Recovered Funds.	Yes
Class 5 Service Steel Warehouse	\$161,594.79	Impaired. Treated as unsecured and paid Pro rata according to the Recovered Funds.	Yes
Class 6 General Unsecured Claims	\$663,580.87	Impaired. Beginning on the Effective Date, this class shall receive, a pro-rata share the Recovered Funds. As further detailed in class treatment, see the narrative for this class beginning at section 5 below.	Yes

Attached hereto as Exhibit 3 are the Debtor's estimates of Claims to be treated under the Plan.

The following describes the treatment of each Class of Claims and Interests under the Plan.

Class 1: Administrative Claims.

All debts incurred during the Bankruptcy Case, but as yet unpaid, will be paid in full upon the Effective Date or as otherwise agreed upon by the Creditor. These include the Claims of: (i) the Debtor's attorneys and accountants and the U.S. Trustee's Fees and (ii) debts incurred by the Debtor after the commencement of its Bankruptcy Case in the ordinary course of its business. The exact amount of these Claims is not known at this time; however, for purposes of this Disclosure Statement they have been estimated at \$30,000. This claim includes the

administrative claim of Liebovich Bro's Inc. for \$1,223.03 as stated order in Docket Number 33.

Class 2: Priority Claims Internal Revenue Service.

The IRS claims a priority claim against the property of the Debtor in the amount of \$2,995.63 and consists of the allowed priority claims for taxes pursuant to 11 USC 507. The claim will be paid in full on the effective date. The Class is unimpaired and is not entitled to vote.

Class 3: Priority Claims of the Illinois Department of Revenue.

Class 3 consists of the Priority of the Illinois Department of Revenue ("IDOR") IDOR filed a priority claim in the amount of \$63,724.91. 11 USC 507(a)(8) provides for a priority claim of taxes, the IDOR claim includes interest and late fee. As such IDOR has a priority claim of \$59,421.00. The Allowed Tax Claims, will be paid in full, from the Recovered Funds. In the event the Recovered Funds are not enough to pay the full claim, IDOR will retain its claim for the balance of the claim if any. The Class is Impaired and is entitled to vote.

Class 4: Unsecured Claim Sugar Steel Corporation

Class 4 consists of the Sugar Steel Corporation("SSC"). SSC filed a proof of claim claiming a secured claim \$54,350.38 secured by a blanket lien on the Debtor's assets. The Debtor has objection to this claim and will be filing a Valuation Motion pursuant to §506. SSC is the holder of a junior UCC security agreement. The Debtor's Assets were fully encumbered by Fifth Third Bank and sold to the successor in interest June A. Finder Trust pursuant to §363, SSC claim will be treated as unsecured. SSC's claim is subordinated to Trust and will be treated as unsecured for purpose of the plan provided the Property is valued according the Debtor's valuation. Pending a determination of the value of the Debtor's Property by the Court. The Class is Impaired and is entitled to vote.

Class 5: Unsecured Claim Service Steel Warehouse

Class 5 consists of the Service Steel Warehouse (“SSW”). SSW was scheduled as a secured claim \$161,594.79 secured by a blanket lien on the Debtor’s assets. The Debtor has objection to this claim and will be filing a Valuation Motion pursuant to §506. SSW is the holder of a junior UCC security agreement. The Debtor’s Assets were fully encumbered by Fifth Third Bank and sold to the successor in interest June A. Finder Trust pursuant to §363, SSW claim will be treated as unsecured. SSW’s claim is subordinated to Trust and will be treated as unsecured for purpose of the plan provided the Property is valued according the Debtor’s valuation. Pending a determination of the value of the Debtor’s Property by the Court. The Class is Impaired and is entitled to vote.

Class 6: General Unsecured Claims.

The Class 6 claims are all the other claims against BFS that are neither secured nor entitled to priority. This Class will be paid pro-rata of the Recovered Funds on the Effective Date. The amount of the Recovered Funds is unknown at this time, as the Trust is still liquidating the assets. Under Recovered Funds on hand as of July 25, 2017, the class would not receive any distribution. Once all the assets are liquidated the Debtor will update the prorate amount available to all creditors. The total of class 21 claims is estimated at \$663,580.87. The Class is impaired and is entitled to vote.

Class 7: Equity Security Holder.

The 100% of the Shares held by Brad Finder and June A Finder shall be cancelled on the Effective Date of the Plan. The Equity shareholder shall not receive any distribution under the liquidating plan for their equity positions. Brad Finder and June Finder will act as a Disbursing Agents of the Debtor’s liquidated Estate and for post confirmation matters.

E. Determination of Claims.

Unless otherwise ordered by the Bankruptcy Court, and except as to any late-filed Claims and Claims resulting from the rejection of executory contracts or unexpired leases, if any, all objections to Claims shall be filed with the Bankruptcy Court by no later than thirty (30) days following the Effective Date (unless such period is extended by the Bankruptcy Court), and the Confirmation Order shall contain appropriate language to that effect. Holders of Unsecured Claims that have not filed such Claims on or before the Bar Date shall serve notice of any request to the Bankruptcy Court for allowance to file late Unsecured Claims on the Debtor's Counsel and such other parties as the Bankruptcy Court may direct. If the Bankruptcy Court grants the request to file a late Unsecured Claim, such Unsecured Claim shall be treated in all respects as a General Unsecured Claim. Objections to late-filed Claims and Claims resulting from the rejection of executory contracts or unexpired leases shall be filed on the later of (a) sixty (60) days following the Effective Date or (b) the date thirty (30) days after the Debtor receives actual notice of the filing of such Claim.

F. Assumption and Rejection of Executory Contracts and Leases.

Pursuant to §§ 365 and 1123(b)(2) of the Bankruptcy Code, all. The Debtor shall assume the its office lease, and shall cure all arrearages and breaches, if any, thereunder within sixty (60) days after the Effective Date. The Debtor currently does not have any arrearage on any executory contracts.

G. Acceptance or Rejection of the Plan.

Each Impaired Class Entitled to Vote Separately

The Holders of Claims or Interests in each Impaired Class of Claims or Interests shall be entitled to vote separately to accept or reject the Plan.

Acceptance by Impaired Classes

Pursuant to Section 1126(c) of the Bankruptcy Code, an Impaired Class of Claims will have accepted the Plan if (a) the Holders (other than any Holder designated pursuant to Section 1126(e) of the Bankruptcy Code) of at least two-thirds (2/3) in dollar amount of the Allowed Claims actually voting in such Class have voted to accept the Plan and (b) the Holders (other than any Holder designated pursuant to Section 1126(e) of the Bankruptcy Code) of more than one-half (2) in number of the Allowed Claims actually voting in such Class have voted to accept the Plan.

Best Interests Standard

The Bankruptcy Code requires that the Plan meet the "best interest" test, which requires that members of a Class must receive or retain under the Plan, property having value not less than the amount which the Class members would have received or retained if the Debtor was liquidated under Chapter 7 on the same date. The Debtor believes that Distributions to all Impaired Classes of Claims in accordance with the terms of the Plan would exceed the net Distribution that would otherwise take place in Chapter 7. Attached is the Liquidation Analysis (Exhibit 4) that shows that creditors will receive under the Plan more than they would receive if the Debtor were liquidated under Chapter 7.

Confirmation without Acceptance by all Impaired Classes

If one or more of the Impaired Classes of Claims does not accept Plan, it may nevertheless be confirmed and be binding upon the non-accepting Impaired Class through the "cram-down" provisions of the Bankruptcy Code, if the Plan does not "discriminate unfairly" and is "fair and equitable" to the non-accepting Impaired Classes.

Discriminate Unfairly

The Bankruptcy Code requirement that a plan not "discriminate unfairly" means that a dissenting class must be treated equally with respect to other classes of equal rank. The Debtor's Plan does not "discriminate unfairly" with respect to any Class of Claims or Equity Interests because no class is afforded treatment which is disproportionate to the treatment afforded other Classes of equal rank, and the treatment under the Plan follows the Distribution scheme dictated by the Bankruptcy Code.

Fair and Equitable Standard

The "fair and equitable" standard, also known as the "absolute priority rule," requires that a dissenting class receive full compensation for its allowed Claims or interests before any junior class receives any Distribution. The Debtor believes the Plan is fair and equitable to all Classes pursuant to this standard. With respect to the Impaired Classes of Claims, Bankruptcy Code § 1129(b)(2)(B) provides that a plan is "fair and equitable" if it provides that (i) each Holder of a Claim of such a class receives or retains on account of such claim, property of a value as of the Effective Date of the plan equal to the allowed amount of such claim; or (ii) the Holder of any Claim or interest that is junior to the Claims of such class will not receive or retain any property under the plan on account of such junior claim or interest.

The Debtor believes that the Plan satisfies the absolute priority rule or any exception thereto. Accordingly, if necessary, the Debtor believes the Plan meets the requirements for Confirmation by the Bankruptcy Court, notwithstanding the non-acceptance by an Impaired Class of Claimants.

Non-Confirmation of the Plan

If the Bankruptcy Court does not confirm the Plan, the Court may permit the filing of an amended plan, dismiss the case, or convert the case to Chapter 7. In a Chapter 7 case, the

Debtor's Assets would be sold and distributed to the Unsecured Creditors after the payment of all Secured Claims, costs of administration and the payment of Priority Claims.

ARTICLE III
THE DEBTOR'S OPERATIONS AND HISTORY

Bruce Finder Sales, Inc. doing business as BFS Metals, a metal service center engaging in the sales of metal related products used in maintenance and construction industry. for the past 26 years. BFS was founded by, Bruce Finder, in 1991 and operated as an independent sales representative agency for a variety of steel, plastics, and contractor supply companies, as well as machining and fabrication shops.

In 2008 Bruce Finder passed away and his son Brad Finder took over daily operation of the business. Shortly thereafter, the financial crisis began and the Debtor was faced with over 50% reductions in its revenue. In response to these business conditions, in 2011, BFS incorporated brokerage services alongside BFS sales rep activities and within six months it had become 75% of its revenue.

During the financial crisis in the Nation's economy beginning in 2008, the Debtor experienced financial distress due to reduced work and the inability to collect monies due from its clients.

Between 2011 and 2013, BFS leased small warehouse and office space and purchased strategic inventory to increase the scope of offering and decrease dependence on suppliers for certain types of transactions. Purchased trucks to increase competitiveness and ensure on time delivery to customers. Expanded the scope of the offering from steel to other lines of business including rebar, concrete/masonry contractor supplies, welding supplies, coatings, fasteners, abrasives. Began purchasing directly from steel mills to lower cost and improve margins on

primary inventory items.

In 2014 BFS moved into a 65,000-square foot warehouse and invested in a fully automatic CNC band saw, thus bringing in house, processing which had previously been outsourced. BFS expanded and refined vendor base to improve margins on “buyout” items and invested in Eniteo enterprise software, which is written specifically for the steel service center industry. BFS applied for and received a line of credit from Fifth Third Bank. This infusion of working capital enabled the Company to increase and expand its inventory and improve its position in this highly competitive industry. Revenues grew initially from \$1.2 million in 2010 to \$2.3 Million in 2011 and to a peak of \$4.78 million in 2012. BFS funded its expansion with additional loans from its secured Lender Fifth Third Bank.

Nevertheless, because of the refusal of the BFS secured Lender Fifth Third Refusing to extend BFS loan and the threat of collection suits by the various vendors and, BFS was compelled to seek bankruptcy protection under Chapter 11 of the Bankruptcy Code. BFS filed a small business case on January 25, 2017.

Unfortunately, due to a combination of employee theft and mismanagement by a former manager BFS economic prospects turned for a worse. In addition, BFS’s aged account receivables grew and an increasing number of clients refused to pay on outstanding invoices. BFS it was forced to engage in litigation to recover funds due from various customers. The litigation result in BFS taking less than what was owed and the expected profit was used to pay attorney’s fees. In 2016 Fifth Third Bank refused to renew BFS’s lien of credit and forced BFS to enter into a forbearance agreement and drained BFS already weaken cash flow position.

BFS filed for Chapter relief due to pressure from its secured lender. During the Chapter

11 BFS negotiated with its secured lender and its shareholder June A Finder acquired the Fifth Third Debt for \$645,512.12 through an entity titled the June A Finder Trust (“the Trust”). The Warehouse space which was BFS was occupying at a rate of \$25,374 a month along with monthly payroll in excess of \$36,334 made operations difficult and meeting monthly expenses become more difficult as time progressed.

Unfortunately, due to the high monthly expenses BFS was unable to formulate a long-term plan to reorganize. On April 20, 2017, the Debtor filed a motion to sell all of its assets pursuant to §363 of the Bankruptcy Code. The sale was advertised for three consecutive weeks in the Chicago Tribune, with no other bidder June A. Finder, Trust acquired all the assets via credit Bid of \$645,512.12. As part of the sale motion the Trust agreed to pay to unsecured creditor 10% of the net recovery after it liquidated the Debtor assets. The Trust has since sold a majority of the Debtor’s assets and to date has recovered \$156,609.00 of which BFS would receive 10% to be distributed to BFS’s creditors. The Trust is still in process of liquidation and the exact amount is unknown at this time. The Trust is attempting to maximize its recovery as it expended \$645,512.12 to acquire the Debt. BFS is still reviewing prepetition preference actions and determining the feasibility of recovering funds paid to creditors during the preference period.

ARTICLE IV
THE CHAPTER 11 CASE

1. On January 25, 2017, the Debtor's Chapter 11 case was commenced, when the Debtor filed its voluntary petition seeking relief under Chapter 11 of the United States Bankruptcy Code.

2. Administration of the Liquidation Case.

Since the commencement of the Debtor's Chapter 11 Case, the Debtor has operated under the jurisdiction of the Bankruptcy Court pursuant to the provisions of the Bankruptcy Code.

During the pendency of the Bankruptcy Case, the Debtor has filed and submitted to the Bankruptcy Court detailed monthly statements reflecting its operations, cash flow, profit and loss, and financial condition, summaries of which are attached hereto as Exhibit 3.

ARTICLE V.
MEANS OF IMPLEMENTING THE PLAN

1. Source of Payments.

As described above, (a) Administrative Claims will be paid from the Recovered Funds; (b) priority Classes will be paid from the Recovered Funds on the Effective Date; and (c) unsecured Classes from the Recovered Funds. In addition, the New Value Contribution may be used to fund Plan payments

2. *Distributions under the Plan.*

The Effective Date of this Plan means the first Business Day occurring on or after the 30th Day after the Confirmation Date; provided, however, that if a stay of the Confirmation Order is in effect on such first Business Day, then the Effective Date shall be within 30th Day thereafter on which, if the Confirmation Order has not been vacated, no stay of the Confirmation Order is in effect.

3. *Plan Disbursing Agent.*

The Debtor's President Brad Finder will serve as the Disbursing Agent for the Plan and the Debtor will administer the Plan and any payments called for herein. No separate compensation will be paid to the Disbursing Agent for performing the services called for under the Plan. The Disbursing agent will retain authority to make post confirmation decision including but not limited to claims objections, preference actions and avoidable transfers.

4. Other Pertinent Provisions.

Pursuant to § 1146(a) of the Bankruptcy Code, the issuance, distribution, transfer or exchange of any security or the making, delivery or recording of any instrument of transfer pursuant to, in implementation of or as contemplated by the Plan or any Plan Document, or the revesting, transfer or sale of any real or personal Property of, by or in the Debtor pursuant to, in implementation of or as contemplated by the Plan or any Plan Document, or any transaction arising out of, contemplated by or in any way related to the foregoing, shall not be subject to any document recording tax, stamp tax, conveyance fee, intangible or similar tax, mortgage tax, stamp act, real estate transfer tax, mortgage recording tax, Uniform Commercial Code filing or recording fee, or other similar tax or governmental assessment, and the appropriate state or local governmental officials or agents shall be, and hereby are, directed to forego the collection of any such tax or governmental assessment and to accept for filing and recording any of the foregoing instruments or other documents without the payment of any such tax or governmental assessment.

5. Unclaimed Distributions.

With respect to unclaimed distributions by either a Holder of an Allowed Administrative Claim or a Holder of an Allowed Priority Claim, if such Holder fails to negotiate a check issued to such Holder within ninety (90) days of the date such check was issued, then the Debtor shall provide written notice to such Holder stating that unless such Holder negotiates such check within thirty (30) days of the date of such notice, the amount of cash attributable to such check will be deemed to be unclaimed, such Holder's Claim will no longer be deemed to be Allowed, and such Holder will be deemed to have no further Claim in respect of such check and will not participate in any further distributions under the Plan. Before declaring an Unclaimed Distribution Debtor will use its best efforts to verify the address of the payment as shown on the

proof of claim and will attempt to resend the payment with (“Forwarding Requested”) stamped on the envelope.

The Liquidated Debtor shall deposit any Unclaimed Distributions into an undivided Property Reserve to be held in trust for the benefit of the holders of Allowed Claims entitled thereto under the terms of the Plan. For a period of the later of one hundred twenty (120) days following the date of distribution or the date the notice is sent whichever is later, Unclaimed Property, including any principal, interest and dividends, in cash or in kind, as may have been paid because any such Unclaimed Property shall be held in the Unclaimed Property Reserve solely for the benefit of the holders of Allowed Claims which have failed to claim such property. Until the expiration of one hundred twenty (120) day period, Unclaimed Property due to the holder of an Allowed Claim shall be released from the Unclaimed Property Reserve and delivered to such holder upon presentation of proper proof of such holder to its entitlement thereto. At the end of one hundred twenty (120) days following the distribution date, the holder of Allowed Claims theretofore entitled to Unclaimed Property shall cease to be entitled thereto, and the Unclaimed Property shall then become the property of the Liquidated Debtor.

6. Transfers of Claims.

In the event, that the Holder of any Claim will transfer such Claim on and after the Effective Date, it will immediately advise the Liquidated Company, and its counsel in writing of such transfer. The Liquidated Company, will be entitled to assume that any Holder has made no transfer of any Claim unless such parties have received written notice to the contrary. Each transferee of any Claim will take such Claim subject to the provisions of the Plan and to any request made, waiver or consent given, or other action taken hereunder and, except as otherwise expressly provided in such notice, the Liquidated Company will be entitled to assume

conclusively that the transferee named in such notice will thereafter be vested with all rights and powers of the transferor under the Plan.

7. Confirmation Injunction.

The Debtor is seeking the confirmation injunction granted pursuant to 11 USC 1141 by the confirmation of the plan. As of the Effective Date, all entities that have held, currently hold or may hold a Claim against the Debtor are permanently enjoined from taking any of the following actions on account of any such Claim against the Liquidated Debtor as provided in the Plan or the Confirmation Order: (i) commencing or continuing in any manner any actions or other proceeding; (ii) enforcing, attaching, collecting or recovering in any manner any judgment, award, decree or order; (iii) creating, perfecting or enforcing any lien or encumbrance; and (iv) asserting a setoff, right of subrogation or recoupment of any kind against any debt, liability or obligation.

8. Modification of Plan.

The Debtor may modify the Plan at any time prior to the entry of the Confirmation Order provided that the Plan as modified and the Disclosure Statement meet applicable requirements of the Bankruptcy Code and the Rules.

After the Confirmation Date and before the Effective Date of the Plan, the Debtor or the Liquidated Debtor (as the case may be) may modify the Plan in a way that materially or adversely affects the interests, rights, treatment, or distributions of a Class of Claims, provided that (a) the Plan, as modified, meets applicable Bankruptcy Code requirements; (b) the Debtor obtains Bankruptcy Court approval for such modification, after notice and a hearing; (c) such modification is accepted by at least two-thirds in amount, and more than one-half in number, of Allowed Claims or Allowed Equity Interests voting in each Class adversely affected by such

modification; and (d) the Debtor comply with Section 1125 of the Bankruptcy Code with respect to the Plan, as modified.

In the event any Class of Claims votes against the Plan, and the Plan is not revoked or withdrawn, the Debtor hereby requests, and will be allowed, to modify the terms of the Plan to effect a "cramdown" on the dissenting Class or Classes by (a) restructuring the treatment of any Class on terms consistent with Section 1129(b)(2)(B) of the Bankruptcy Code, or (b) deleting distributions to all Classes at or below the level of the objecting Class, or reallocating such distributions, until such impaired senior Classes are paid in accordance with the absolute priority rule of Section 1129(b) of the Bankruptcy Code. The Debtor may make such modifications or amendments to the Plan and such modifications or amendments will be filed with the Bankruptcy Court and served on all parties in interest entitled to receive notice of the Confirmation Hearing. No such modifications will require any re-solicitation of acceptances as to the Plan by any Class of Claims unless the Bankruptcy Court will require otherwise.

Notwithstanding any provision of the Plan to the contrary, the Debtor reserves all rights it may have to challenge the validity, perfection, priority, scope, and extent of any Liens in respect to any Secured Claims and the amount of any Secured Claims, the Holders of which have not accepted the Plan.

9. Revocation or Withdrawal of the Plan.

The Debtor reserves the right to revoke or withdraw the Plan prior to the Confirmation Date. If the Plan is revoked or withdrawn, or if Confirmation of the Plan does not occur, then the Plan will be deemed null and void in all respects and nothing contained in the Plan will be deemed to (a) constitute a waiver or release of any Claims by or against, or Equity Interests in, the Debtor or any other person or other entity, or (b) prejudice in any manner the rights of the

Debtor or any other Person or other Entity in any further proceedings involving the Debtor.

10. Risk Factors.

Certain substantial risk factors are inherent in most commitments made pursuant to a plan of Liquidation in a Chapter 11 case. If such plans are accepted, it is usually because they represent a greater hope for returns and dividends than in a liquidating Chapter 7 case. The Debtor's business is tied to the housing market as such it is dependent on the changes in the market. All of the risk factors inherent in commitments made pursuant to a Plan of Liquidation in Chapter 11 cases are present in this case. With the Plan of Liquidation, the Debtor proposes a viable repayment of its debts.

11. Tax Consequences of Plan.

Creditors and Equity Interest Holders Concerned with How the Plan May Affect Their Tax Liability Should Consult with Their Own Accountants, Attorneys, and/or Advisors.

Pursuant to section 166 of the Internal Revenue Code (the "IRS Code"), the amount of any debt discharged in this proceeding may be eligible to be deducted by creditors to the extent of their tax basis in the debt discharged. Creditors are advised to consult with their tax advisors with respect to the specific consequences to them resulting from the discharge, which will depend upon their specific circumstances.

The potential tax consequences to the Debtor, any successor or hypothetical investor could be significant. The discharge of a debt under the Chapter 11 of the Bankruptcy Code generally will not result in income to the Debtor pursuant to IRS Code Section 108. However, tax attributes on a going forward basis such as net operating losses, general business credits, minimum tax credits and capital loss carryovers may be lost or substantially reduced. In addition, the basis for assets, passive activity carryovers and foreign tax credit carryovers may also be

reduced.

ARTICLE VI
ALTERNATIVES TO THE PROPOSED PLAN

Conversion to a Liquidation Case the likely Alternative. The alternative to the Plan, as proposed, would be conversion of the Chapter 11 Case to Chapter 7 Case and the subsequent liquidation of the Debtor's assets by an appointed or elected Trustees. As indicated above and as disclosed by the Liquidation Analysis attached hereto as Exhibit 4 the Debtor believes that the proceeds of the liquidation of its estate will yield no dividend to the General Unsecured Creditors.

ARTICLE VII
DEBTOR'S RECOMMENDATION

The Debtor believes that it is in the best interest of the Estate, its Creditors and its Equity Security Holders for the proposed Plan to be approved and, as such, the Debtor urges its Creditors cast ballots to accept the Plan.

Bruce Finder Sales, Inc. Debtor and
Debtor in Possession

By: O. Allan Fridman
One of its Attorneys

O. Allan Fridman
555 Skokie Blvd. Suite 500
Northbrook, Illinois 60062
847-412-0788 Fax 847-412-0898
[allan@fridlg.com]