

UNITED STATES BANKRUPTCY COURT
DISTRICT OF MASSACHUSETTS

IN RE:)	
)	
)	
AMC PROPERTIES, LLC)	CHAPTER 11
)	CASE NO. 16-12914-FJB
Debtor)	
)	

AMENDED DISCLOSURE STATEMENT OF DEBTOR OF AMC PROPERTIES, LLC

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Dated: February 16, 2017

THIS IS NOT A SOLICITATION OF ACCEPTANCE OR EJECTION OF THE AMENDED PLAN. ACCEPTANCES OR EJECTIONS MAY NOT BE SOLICITED UNTIL A AMENDED DISCLOSURE STATEMENT HAS BEEN APPROVED BY THE BANKRUPTCY COURT. THIS AMENDED DISCLOSURE STATEMENT IS BEING SUBMITTED FOR APPROVAL BUT HAS NOT BEEN APPROVED BY THE COURT.

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I. INTRODUCTION

AMC Properties, LLC (the “Debtor”) submits this Amended Disclosure Statement (“Amended Disclosure Statement”) pursuant to Section 1125 of the United States Bankruptcy Code, 11 U.S.C. §§ 101 *et seq.* (the “Bankruptcy Code”), in connection with the solicitation of acceptances or rejections of the Amended Plan of Reorganization dated February 16, 2016 (the “Amended Plan”). Capitalized terms used but not defined in this Amended Disclosure Statement have the meanings ascribed to them in the Amended Plan. Any capitalized term not otherwise defined herein or in the Amended Plan shall have the meaning ascribed to such term in the Bankruptcy Code or the Bankruptcy Rules. A copy of the Amended Plan is attached hereto as Exhibit A.

Administrative Claims are not classified and will be paid in full upon the Effective Date of confirmation, or the Debtor will make arrangements with each Holder of an Administrative Claim with respect to the payment of that claim.

This Amended Disclosure Statement is being furnished to Holders of Claims against and Interests in the Debtor’s estate in connection with (i) the solicitation of acceptances of the Amended Plan from certain Holders and (ii) the hearing on the confirmation of the Amended Plan (the “Confirmation Hearing”) scheduled on _____, commencing at _____ p.m. at the United States Bankruptcy Court, before Judge Frank J. Bailey in Courtroom 3, John W. McCormack Post Office and Court House, 5 Post Office Square, Boston, Massachusetts. The Amended Plan, if confirmed, will have important legal and economic consequences regarding the distribution that Holders of Claims and Interests will receive from the Debtor’s Estate.

The purpose of this Amended Disclosure Statement is to set forth information regarding the Debtor, its business, the Reorganization Case and the Amended Plan and alternatives thereto, and to assist Holders of Claims and Interests in making an informed decision whether to accept the Amended Plan. Each holder of a claim or Interest should read this Amended Disclosure Statement and the Amended Plan in their entirety before voting on the Amended Plan. No solicitation of votes on the Amended Plan may be made except pursuant to this Amended Disclosure Statement.

Pursuant to the Bankruptcy Code, Holders of Claims or Interests in Classes that are impaired are entitled to vote on the Amended Plan. Holders of Claims in Classes that are not impaired are not entitled to vote on the Amended Plan and are deemed under the Bankruptcy Code to have accepted the Amended Plan.

The Amended Plan divides Claims against and Interests in the Debtor's estates into Classes. For a description of the Classes of Claims and Interests and their treatment under the Amended Plan, see "SUMMARY OF THE AMENDED PLAN OF REORGANIZATION," Section III, below.

Under the Amended Plan, Claims in Class One and Class Two are impaired and thus is entitled to vote on the Amended Plan. Administrative Claims and Priority Claims are not impaired under the Amended Plan, and thus Holders of such Claims are not entitled as such Holders to vote on the Amended Plan and are deemed under the Bankruptcy Code to have accepted the Amended Plan.

Except as described below, the Amended Plan may be confirmed only if accepted by each Class that is impaired under the Amended Plan. For the Amended Plan to be confirmed by the Bankruptcy Court, it must be accepted by at least one class which is impaired under the Amended Plan. Section 1126 of the Bankruptcy Code defines acceptance of an Amended Plan of reorganization by a class of creditors as acceptance by holders of at least two-thirds in dollar amount and more than one-half in number of the claims of that class whose holders actually cast ballots for acceptance or rejection of the Amended Plan. That is, acceptance by a class of holders of claims occurs only if holders holding claims aggregating at least two-thirds of the dollar amount and more than one-half in number of the holders in a class actually voting cast their ballots in favor of acceptance. Acceptance by a class of interests is defined in section 1126 of the Bankruptcy Code as acceptance by holders of at least two-thirds in dollar amount of allowed interests of such class held by holders of such interests who actually cast ballots for acceptance or rejection of the Amended Plan. Any impaired Class that fails to accept the Amended Plan is deemed to have rejected the Amended Plan. A Holder's vote may be

disregarded if the Bankruptcy Court determines, after notice and a hearing, that the Holder's acceptance or rejection of the Amended Plan was not in good faith or was not solicited or procured in good faith or in accordance with the provisions of the Bankruptcy Code.

Amendments to the Amended Plan's classification and treatment of one or more Classes that do not materially and adversely change the treatment of other Classes may be made to the Amended Plan. Such amendments may be approved by the Bankruptcy Court at the Confirmation Hearing without entitling members of any Class whose treatment is not adversely changed to withdraw any votes to accept or reject the Amended Plan.

The Bankruptcy Court has approved this Amended Disclosure Statement as containing information of a kind and in sufficient detail to enable hypothetical, reasonable investors to make an informed judgment as to whether to accept or reject the Amended Plan. The Bankruptcy Court's approval of this Amended Disclosure Statement does not constitute either a guaranty of the accuracy or completeness of the information contained herein or an endorsement of the Amended Plan by the Bankruptcy Court.

The Debtor believes that the Amended Plan provides for fair and equitable treatment of all Holders of Claims and Interests. The Debtor therefore believes that acceptance of the Amended Plan is in the best interest of each and every Class of Claims and Interests and recommends that you vote to accept the Amended Plan.

The Debtor urges each Holder of a Claim or Interest to review very carefully this Amended Disclosure Statement and the Amended Plan, and to complete and return the Ballot(s) furnished with this Amended Disclosure Statement in accordance with the procedure described in "SUMMARY OF THE AMENDED PLAN OF REORGANIZATION—VOTING PROCEDURE AND CONFIRMATION OF THE AMENDED PLAN." To be counted, your ballot must be received by 4:30 p.m. on _____, 2017.

This Amended Disclosure Statement was compiled from information obtained by the Debtor from numerous sources believed to be accurate to the best of the Debtor's knowledge,

information and belief. This Amended Disclosure Statement also contains a summary of certain provisions of the Amended Plan, certain transactions contemplated under the Amended Plan and certain other documents. While the Debtor believes that these summaries are fair and accurate, such summaries are qualified to the extent that they do not set forth the entire text of such documents. Reference is hereby made to the Amended Plan and the other documents referred to in this Amended Disclosure Statement and in the Amended Plan for a complete statement of the terms and provisions thereof. In any inconsistencies exist between the Amended Plan or such other documents and this Amended Disclosure Statement, the Amended Plan or such other documents, as the case may be, shall control.

The statements made in this Amended Disclosure Statement are made as of the date hereof, unless another time is specified in this Amended Disclosure Statement. The delivery of this Amended Disclosure Statement shall not, under any circumstances, create an implication that there has been no change in any facts set forth in the Amended Disclosure Statement since the date hereof.

This Amended Disclosure Statement is intended for the sole use of Holders whose Claims against or Interests in the Debtor's estate are impaired under the Amended Plan, to enable such Holders to make an informed decision in voting on the Amended Plan. This Amended Disclosure Statement may not be used or relied on for any other purpose, and nothing contained in it shall be deemed conclusive advice on the legal or other effects of the Amended Plan and the reorganization of the Debtor's affairs on Holders of Claims or Interests.

II. DESCRIPTION OF THE DEBTOR

A. GENERALLY

AMC Properties, LLC is a limited liability corporation operating with its general purpose of Investment/Profit to buy, sell, lease, rent, own, subdivide and manage properties but not limited to commercial, residential and industrial properties. Its primary place of business is located at 32 Winter Street, Norwell, MA. The debtor's primary assets are the buildings of 803-

805 Essex Street, Lawrence, MA and 188-66 Gale Street, Lawrence, MA, and the income that is generated by the operation of the buildings. 188-66 Gale Street, Lawrence, MA holds 15 storage units.

The company's operations can be largely divided into two major departments.

1. Rental and maintenance of the 6 units located at 803-805 Essex St., Lawrence, MA.
2. Service/Repair/Storage of storage units located at 188-66 Gale Street, Lawrence,

B. HISTORY OF THE DEBTOR

AMC Properties, LLC was founded in 2012 by Adrien and Kristy Moylette. On or about February 25, 2013, AMC Properties, LLC purchased 803-805 Essex Street, Lawrence, MA. AMC Properties, LLC bought the six unit residential building in order to produce monthly rental income.

On February 25, 2013, AMC Properties, LLC bought a nearby lot and building thereon for the purpose of storage facilities. The facility located at 188-66 Gale Street, Lawrence, MA was bought "as is" and continued to provide storage units for its current tenants. Both properties were purchased together as a combined sale package.

When the properties were purchased, they were in Receivership with the City of Lawrence. Also both properties were on one deed, at the closing of the loan AMC separated the properties with 2 separate deeds.

Both properties were in poor "run down" condition as the previous owner neglected them. The City of Lawrence stepped in and put the properties in Receivership. The City only focused on 805-803 Essex St. with concerns to repairs. The Receiver did not do "sound" repairs and when the properties were released to AMC they inherited unhappy non-paying tenants. The tenants were unhappy due to the poor nature of the repair work that was performed. In order for AMC to remedy and perform the work needed to bring the property into "proper habitable conditions" substantial work was still needed although this work was supposed to have been provided by the Receiver. The substantial work needed did require some of tenants to be

removed from the property but they were unwilling to move and refused to leave and pay rent. AMC was able to reason with some of the tenants and perform “some minor repairs” and in return some rents were paid. This eventually lead to AMC not being able to successfully operate and repair the property in a timely and cost effective manner ultimately having to file for bankruptcy in order to save their cash investment.

On November 3, 2016, AMC Properties, LLC by and through his counsel filed a Motion to Sell the property and its storage units at 188-66 Gale Street, Lawrence, MA. No parties in interest have objected to said Motion. On the day of closing, closing Attorney informed Debtor’s Counsel that his title exam revealed that there was no recorded mortgage on the property. Debtor’s Counsel instructed the closing attorney to forward to him all net proceeds to be held in escrow until further order of the Court.

C. PREPETITION SECURED INDEBTEDNESS

The Debtor and Santander had entered into certain loan arrangements (hereinafter, collectively with all other related documents, the “Loan Documents”):

1. Secured Note:
 - (a) \$256,000.00

As of July 28, 2016, the total amount due to Santander pursuant to the Loan Documents was \$250,050.00. The Prepetition Indebtedness was secured by substantially all of the Debtor’s assets, including real estate, accounts, accounts receivable, insurance claims, litigation claims, material, inventory, furniture, fixtures and equipment of the Debtor.

2. The Debtor owes the following:

Unsecured debt to Lenders Trust in the amount of \$45,708.91.

D. OTHER LIABILITIES OF THE DEBTOR

All post-petition Federal and State income and withholding taxes have been paid and the

Debtor has filed all tax returns required by law, including Federal and State income tax returns due.

The Debtor owes the following prepetition taxes:

None.

REAL ESTATE

The Debtor owns real estate and improvements located at 803-805 Essex Street. Lawrence, MA. The complex is comprised of six residential rental units. The building was constructed in 1910. The site has been structurally altered and updated to fit the Debtor's needs and could not easily be converted into a different use. The Debtor believes that the property has a value of \$360,000.

E. DIRECTORS AND OFFICERS

Adrien and Kristy Moylette are the sole officers, directors and shareholders. Mr. Adrien Moylette has overall responsibility and decision making authority for all aspects of the business.

III. SUMMARY OF THE AMENDED PLAN OF REORGANIZATION

A. SUMMARY OF THE AMENDED PLAN

Distributions to a Holder of a Claim or Interest under the Amended Plan depend on the Class of the Allowed Claim or Interest held. The Amended Plan's principal provisions are summarized below. This summary of certain terms and provisions of the Amended Plan is qualified in its entirety by the detailed information appearing elsewhere in this Amended Disclosure Statement and the exhibits hereto, including the Amended Plan, all of which Holders of Claims and Interests are urged to review. If any inconsistencies exist between the Amended Plan and this Amended Disclosure Statement, the Amended Plan shall control.

- (a) Class One: Class One consists of the Allowed Secured Claim of Santander.
- (b) Class Two: Class Two consists of the unsecured claim of Lenders Trust.

1. Unclassified Claims

Administrative Claims. Except as otherwise agreed to by the Debtor and the Holder of an Administrative Claim, each Holder of all Allowed Administrative Claim shall be paid the full amount of such Allowed Claim, in Cash, on (a) the latest to occur of (i) the Effective Date (or as soon as practicable thereafter), (ii) within thirty (30) Business Days after the date on which such Administrative Claim becomes an Allowed Claim (an “Allowed Administrative Claim”), and (iii) the date when payment of such Allowed Administrative Claim becomes due in accordance with its terms; provided that all liabilities incurred by the Debtor in the ordinary course of business during the Reorganization Case shall be paid in the ordinary course of business when due or (b) upon such other terms that are agreed to between the Debtor and the Holder of such Allowed Administrative Claim. The Debtor on the Effective date (or as soon as practicable thereafter) shall pay all Allowed Administrative Claims, including an estimated amount for Administrative Claims to be Allowed by the Bankruptcy Court. The Debtor will pay, in full and timely fashion, all pre-confirmation and post-confirmation quarterly disbursement fees to the United States Trustee pursuant to 28 U.S.C. § 1930.

All of the Debtor’s liabilities incurred post-petition have been paid in the ordinary course of Debtor’s business, and will continue to be paid post-confirmation in that fashion. Therefore, the only Administrative Claims are the fees for professionals incurred in the Chapter 11 proceeding. The Holders of these claims must file Fee Applications with the Bankruptcy Court, and these fees will be subject to the review by all parties in interest and the approval of the Bankruptcy Court at the combined Confirmation Hearing and Hearing on Fee Applications. It is currently estimated that these fees are as follows:

Applicant	Estimated Fees	Retainer
Norman Novinsky (Counsel to Debtor)	\$15,000	\$5,000
Robert Coval, CPA	\$10,000	\$2,500

These fees will be paid as allowed by the Bankruptcy Court upon the Effective Date unless other arrangements are made with the Holders of these claims. These claims will be paid with cash available to the Debtor on confirmation and through funds generated by the Debtor's post-confirmation operations.

2. Designation and Description of Classes Under the Amended Plan

“Class One: Secured Claim of Santander”. Class One consists of those secured claims of Santander (“Santander”) in the amount of \$250,050, a creditor whose claims are secured by all assets of the Debtor. Santander shall be paid equal monthly payments of principal and interest only at 5% for 84 months amortized over 25 years with a balloon payment due on the 84th month.

“Class Two: Unsecured”. Class Two consists of the unsecured claim of Lenders Trust in the amount of \$45,707.00. Lenders Trust shall receive payment in full upon confirmation.

“Class Three: Equity Interests”. Class Three consists of all Equity Interests of partners as scheduled or as filed and allowed by the Court, of whatever kind or nature which are not included in any other Class hereof.

Each creditor or Interest Holder whose Claim or Interest is in an impaired Class (Classes One) will receive, with this Amended Disclosure Statement, a form of Ballot entitled "BALLOT FOR ACCEPTING OR REJECTING AMENDED PLAN" set forth in Exhibit B to be used in voting whether to accept or reject the Amended Plan. A pre-addressed envelope for returning the Ballot to the Debtor is enclosed for your convenience. Holders of unimpaired Claims (Administrative Claims and Priority Claims) are NOT entitled to vote under the Bankruptcy Code and votes by Holders of Claims in the unimpaired Classes are not being solicited.

B. VOTING PROCEDURE AND CONFIRMATION OF THE AMENDED PLAN

1. Procedure for Voting

Each Claim Holder and Interest Holder should first review this Amended Disclosure Statement and the Amended Plan and then complete the Ballot indicating thereon the amount and Class of the creditor's or Interest Holder's Claim or Interest and whether the creditor or Interest Holder wishes to accept or to reject the Amended Plan. Any Claim Holder or Interest Holder holding Claims in more than one Class must vote separately with respect to each Class and must fill out a separate ballot for each Class. Photostatic copies of the Ballot provided in this package are acceptable. All votes to accept or reject the Amended Plan must be cast by using the ballot provided, or a copy of the Ballot provided. The Ballot must be signed by the Interest Holder or the Claim Holder, or an officer, partner or authorized agent of the creditor. If a Ballot is signed by trustees, executors, administrators, guardians, attorneys-in-fact, officers of corporations or others acting in a fiduciary or representative capacity, such persons should indicate such capacity when signing and, unless otherwise determined by the Debtor, must submit proper evidence satisfactory to the Debtor of their authority to so act when the Ballot is returned to the Debtor. **Please be sure to fill in the name of the Holder on whose behalf the Ballot is being filed.**

Completed and signed Ballots must be returned using the enclosed envelope, or if you do not use the enclosed envelope, as follows:

Ballots should be returned as soon as possible, and in any event must be returned so that they are received by 4:30 P.M. (Eastern Time) on _____, 2017. Ballots received thereafter, or ballots not conforming to the requirements set forth above, may not be accepted and counted.

Except as provided below, unless the Ballot being furnished is timely submitted on or prior to the voting deadline together with any other documents required by such Ballot, the Debtor may, in its sole discretion, reject such Ballot as invalid and, therefore, decline to count it in connection with seeking confirmation of the Amended Plan by the Bankruptcy Court. Elections of treatment as an Administrative Convenience Claimant not conforming to the requirements for casting a valid Ballot may result in the disallowance of such election.

In the event of a dispute with respect to a Claim or Interest, any vote to accept or reject the Amended Plan cast with respect to such Claim or Interest will not be counted for purposes of determining whether the Amended Plan has been accepted or rejected, unless the Bankruptcy Court orders otherwise.

2. Claim Amounts on Ballots

On each Ballot there is a space in which you may write the amount you believe is the amount of your Claim, if such space has not already been filled in by the Debtor. If the amount you fill in is different from the amount listed in the Debtor's Schedules or its books and records, the Debtor will amend the amount to reflect the amount listed in its Schedules or books and records. If the Debtor has filled in the amount, the amount is based on either your Proof of Claim or on the Debtor's Schedules. The amount of your Claim as determined by the Debtor's Schedules or books and records is the dollar amount for which your vote will be counted. If your Claim is unliquidated, disputed or contingent, please see "Estimation of Claims for Distribution Purposes" for additional information. Your distribution amount could be different if any objection to all or part of your Claim is allowed by the Bankruptcy Court. BY INCLUDING THE CLAIM AMOUNT ON YOUR BALLOT, THE DEBTOR IS NOT ADMITTING YOU HAVE EITHER A VALID CLAIM OR A VALID CLAIM IN THE STATED AMOUNT. THE DEBTOR RESERVES ALL RIGHTS THEY MAY HAVE TO OBJECT TO YOUR CLAIM OR TO YOUR VOTING THAT CLAIM.

3. Separate Votes by Each Impaired Class

Claims or Interests in Class One is impaired under the Amended Plan and acceptance of the Amended Plan by those Classes is being solicited. Each impaired Class will vote separately as a Class whether to accept or to reject the Amended Plan. Only written Ballots, in the form of those being distributed herewith, and completed and signed by or on behalf of the person holding the Claim or Interest, will be counted in determining acceptance or rejection of the Amended Plan.

4. Required Percentage of Acceptances

Section 1126 of the Bankruptcy Code defines acceptance of an Amended Plan by a class of creditors as acceptance by the holders of at least two-thirds (2/3) in dollar amount and a

majority in number of the claims of that class who actually cast ballots for acceptance or rejection of the Amended Plan. That is, acceptance occurs only if two-thirds (2/3) in amount and more than one-half (1/2) in number of the claimants voting cast their ballots in favor of acceptance. A creditor's vote may be disregarded if the Bankruptcy Court determines, after notice and a hearing, that the creditor's acceptance or rejection of the Amended Plan was not in good faith or was not solicited or procured in good faith or in accordance with the provisions of the Bankruptcy Code.

Section 1126 of the Bankruptcy Code defines acceptance of an Amended Plan by a class of Interest Holders as acceptance by the holders of two-thirds (2/3) of the shares which actually cast ballots for acceptance or rejection of the Amended Plan. An Interest Holder's vote may be disregarded if the Bankruptcy Court determines, after notice and a hearing, that the Interest Holder's acceptance or rejection of the Amended Plan was not in good faith, or was not solicited or procured in good faith or in accordance with the provisions of the Bankruptcy Code.

5. Voting Multiple Claims and Interests

Any person who holds Claims and/or Interests in more than one Class is required to vote separately with respect to each Class in which such person holds claims and/or Interests. Please use a separate Ballot in the appropriate form to vote each Class of Claims and/or Interests.

6. Incomplete Ballots

Any Ballot received which does not indicate either an acceptance or rejection of the Amended Plan shall be deemed to constitute an invalid Ballot.

7. Waivers of Defect, Irregularities, etc.

Unless otherwise directed by the Bankruptcy Court, all questions as to the validity, form, eligibility (including time of receipt), acceptances and revocations or withdrawal of Ballots will be determining by the Debtor, in its sole discretion, which determination will be final and

binding. The Debtor reserves the absolute right to contest the validity of any revocation or withdrawal. The Debtor also reserves the right to reject any and all ballots not in proper form. The Debtor further reserves the right to waive any defects or irregularities or conditions of delivery as to any particular Ballot. The interpretation of the applicable requirements (including those with respect to the Ballot and the instructions thereto) by the Debtor, unless otherwise directed, will be final and binding on all parties. Unless waived, any defects or irregularities in connection with the deliveries of Ballots must be cured within such time as the Debtor (or the Bankruptcy Court) determines. The Debtor is not under any duty to provide notification of defects or irregularities with respect to deliveries of Ballots nor will it incur any liabilities for failure to provide such notification. Unless otherwise directed by the Bankruptcy Court. Delivery of such Ballots will not be deemed to have been made until such irregularities have been cured or waived. Ballots previously furnished (and as to which any irregularities have not theretofore been cured or waived) will be invalid.

8. Implementation of Amended Plan

If the Amended Plan is confirmed, its provisions will bind the Debtor and any creditor or Interest Holder, whether or not the Claim or Interest of such creditor or Interest Holder is impaired under the Amended Plan and whether or not the creditor or Interest Holder has accepted the Amended Plan. Except as otherwise provided by law, in the Amended Plan, in documents and instruments delivered pursuant to the Amended Plan or in the order confirming the Amended Plan, after confirmation of the Amended Plan the assets dealt with by the Amended Plan will be free and clear of all Liens, Claims and Interests of creditors and Interest Holders. Except as otherwise provided in the Amended Plan or in the order confirming the Amended Plan, confirmation of the Amended Plan will discharge the Debtor from any Claim that arose before the date of confirmation, and any Claim of a kind specified in subsections 502(g), 502(h) or 502(i) of the Bankruptcy Code, whether or not (a) a Proof of Claim is filed or deemed filed, (b) such Claim is Allowed or (c) the Holder of such Claim has accepted the Amended Plan. Claims not arising before the Confirmation Date will not be discharged by virtue of the Amended Plan.

9. Distribution Agent

The Debtor shall act as the Distribution Agent to make the payments to the Holder of Allowed Claim under Class One.

C. CLAIMS AND INTERESTS ALLOWANCE AND ESTIMATION PROCEDURES

1. Allowance of Claims or Interests

A Claim or Interest is automatically Allowed if (a) a Proof of Claim has been filed and no objections to the Claim or Interest are asserted on or before sixty (60) days following the Effective Date, or (b) the Claim or Interest is listed in the Debtor's Schedules, as may be amended, and is not listed as disputed, contingent or unliquidated.

If a Proof of Claim is filed and an objection to that Claim is asserted, the objection must be resolved before the Claim will be Allowed. If a Claim is scheduled on the Debtor's Schedules as disputed, contingent or unliquidated, the Claim is not Allowed unless (a) a Proof of Claim is filed on or before the applicable date set by the Bankruptcy Court as the last day to file Proofs of Claim, and (b) objections to the Proof of Claim are resolved by a Final Order. The Debtor's Schedules are too voluminous to reproduce in this Amended Disclosure Statement but have been filed with the Bankruptcy Court and may be reviewed there by Holders.

2. Estimation of Claims for Distribution Reserve Purposes

Holders possessing Claims that are contingent or unliquidated will not receive any distribution until such Claims are resolved through the claims objection procedure. The Bankruptcy Code provides that any party in interest may file a request that the Bankruptcy Court estimate for purposes of distribution the amount of any contingent or unliquidated Claim, if liquidation of the Claim would unduly delay administration of the case. A distribution reserve for each such contingent or unliquidated claim will be based on the amount, if any, as is

determined by the Final Order resolving the request for estimation.

D. CONFIRMATION

The Amended Plan will not become binding on the respective parties to the Amended Plan until the Bankruptcy Court has entered a Final Order confirming the Amended Plan. The Amended Plan will become effective on a date mutually agreed to by the Debtor, Citizens and the Creditors Committee after all conditions precedent to the implementation of the Amended Plan shall have been satisfied or waived, which date is expected to be within ten (10) Business Days after entry of the Confirmation Order, unless the order has been stayed pending appeal. The Bankruptcy Court must hold a confirmation hearing before deciding whether to confirm the Amended Plan.

1. Confirmation Hearing.

A hearing on confirmation of the Amended Plan, and on any objections to the Amended Plan, will be held on

_____, 2017, at 11:00 a.m., at the United States Bankruptcy Court, before the Honorable Frank J. Bailey, in Courtroom 3. Any creditor, Interest Holder or other party in interest desiring to object to confirmation of the Amended Plan must file a written objection on: Norman Novinsky, Counsel to the Debtor, 1350 Belmont Street, Suite 105, Brockton, Massachusetts, 02301, and the United States Trustee's Office, 5 Post Office Square, Boston, Massachusetts, 02109, Attention: Eric Bradford, by no later than _____, 2017. Anyone filing an objection to confirmation must also attend the hearing on confirmation, either in person or through counsel, except that a corporation may appear only through counsel. The confirmation hearing may be adjourned from time to time by the Bankruptcy Court without further notice except for an announcement made at the confirmation hearing or any adjournment of that hearing. Section 1128(b) of the Bankruptcy Code provides that any party in interest may object to confirmation of a Amended Plan. Objections to confirmation of the Amended Plan are governed by Bankruptcy Rule 9014. UNLESS AN OBJECTION TO CONFIRMATION IS TIMELY SERVED AND FILED, IT WILL NOT BE CONSIDERED BY THE BANKRUPTCY

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2. Requirements for Confirmation of the Amended Plan

At the confirmation hearing, the Bankruptcy Court will determine whether the Amended Plan satisfies the requirements for confirmation listed in Section 1129 of the Bankruptcy Code. If the Bankruptcy Court determines that those requirements are satisfied, it will enter an order confirming the Amended Plan.

E. FUNDING FOR AND FEASIBILITY OF THE AMENDED PLAN

1. Funding

Pursuant to the Amended Plan, cash distributions will be made to Holders of Allowed Administrative Claims and Class One arising from the cash flow of the Debtor. The Debtor has attached hereto as Exhibit C a pro forma showing the expected cash flow of the Debtor for the next five years. The Debtor believes it has been conservative in these projections and these estimates show that it will be feasible for the Debtor to make the payments required by the Amended Plan to the Holders of Class Two Allowed Claims.

2. Risk Factors and Uncertainties.

The primary risk factors under the Amended Plan are the Debtor's ability to produce sales sufficient to generate the income to meet the payments required under the Amended Plan. The Debtor strongly believes that it will be able to meet its sales projections set forth in the pro forma attached hereto as Exhibit C.

F. IMPLEMENTATION OF THE AMENDED PLAN

1. Discharge of Debtor

If the Amended Plan is confirmed, the provisions of the Amended Plan will bind the Debtor and all Holders of Claims against, and Interests in, the Debtor, whether or not they accept the Amended Plan. Confirmation of the Amended Plan will also discharge the Debtor as of the Effective Date of the Amended Plan from all debts that arose prior to confirmation. On the Effective Date, all Holders of Claims and Interests will be precluded from asserting any Claim against the Debtor or its assets or properties based upon any transaction or other activity of any kind that occurred prior to the Effective Date other than the rights provided under the Amended Plan. Except as otherwise provided in the Amended Plan, pursuant to Section 524(c) of the Bankruptcy Code, the discharge of a Claim pursuant to the Amended Plan does not affect the liability of any other entity on, or the property of any other entity with respect to, such Claim.

2. Retention of Jurisdiction

The Amended Plan provides that the Bankruptcy Court will retain exclusive jurisdiction over the Reorganization Case to determine, among other things, all disputes relating to Claims and Interests, all issues presented by, arising out of or stated in the Amended Plan and all matters pending on the Effective Date. The Amended Plan further provides that the Debtor will pay the quarterly fees owing to the United States Trustee after Confirmation and until the Debtor's Reorganization Case is closed, converted to Chapter 7, or dismissed.

3. Modification or Revocation of the Amended Plan

The Debtor may amend or modify the Amended Plan before or after confirmation in accordance with the provisions of the Amended Plan and of Section 1127 of the Bankruptcy Code. The Debtor may revoke or withdraw the Amended Plan at any time prior to the entry of the Confirmation Order.

IV. ALTERNATIVES TO CONFIRMATION OF THE AMENDED PLAN

A. CONTINUATION OF CASE

If the Debtor remains in Chapter 11, it could continue for an unspecified period of time to operate the business as Debtor in Possession, but it would remain subject to the restrictions imposed by the Bankruptcy Code and to the operating and financial constraints associated with bankruptcy proceedings. If the Amended Plan is not confirmed, the Debtor, or any party in interest in the Reorganization Case, could attempt to formulate and to propose a different Amended Plan or Amended Plans of reorganization. Such Amended Plans might involve a reorganization and continuation of the Debtor's business or liquidation of its assets. It is unlikely that the Debtor could operate for an extended period of time in Chapter 11, because it would be difficult to maintain the sales necessary to produce a positive cash flow where the Debtor's principal is not able to spend substantial time and energy producing sales.

B. LIQUIDATION UNDER CHAPTER 7

If no Amended Plan can be confirmed, the Chapter 11 Reorganization Case may be converted to a case under Chapter 7 of the Bankruptcy Code. In a Chapter 7 case, a trustee would be appointed to liquidate the Debtor's assets, or if the Bankruptcy Court found that Community Bank is undersecured, Community Bank would be granted permission to liquidate the Debtor's assets. The proceeds of the liquidation would be distributed to the respective Holders of Allowed Claims against the Debtor in accordance with the priorities established by the Bankruptcy Code.

Under Chapter 7, a secured creditor whose Claim is fully secured would be entitled to full payment, including interest, from the proceeds of the sale of its collateral. Claims entitled to priority under the Bankruptcy Code would be paid in full before any distribution to general unsecured creditors. Funds, if any, remaining after payment of Secured Claims and Priority Claims would be distributed pro rata to general unsecured creditors. Based upon current estimates, it appears as though Santander is substantially over-secured and would be paid in full

in a Chapter 7 liquidation. It does appear as if the Debtor's priority creditors would also be paid in full.

The Debtor believes that liquidation under Chapter 7 would result in diminution of the value of the Debtor's estate because of (1) additional administrative expenses involved in the appointment of a trustee and attorneys, accountants and other professionals to assist such trustee; (2) additional expenses and Claims, some of which would be entitled to priority, that would arise by reason of the liquidation and from the rejection of leases and other executory contracts in connection with a cessation of the Debtor's operations; and (3) failure to realize the greater going-concern value of the Debtor's assets.

V. RECOMMENDATION

All Holders of Claims against and Interests in the Debtor are urged to vote to accept the Amended Plan and to evidence such acceptance by returning their Ballots so that they will be received by the Debtor by 4:30 p.m. (Eastern Time) on _____, 2017.

Respectfully submitted,

AMC PROPERTIES, LLC., DEBTOR,
BY ITS ATTORNEY,

/s/ Norman Novinsky

Norman Novinsky (BBO 374760)

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DATED: February 16, 2017

INDEX OF EXHIBITS

- A. Amended Plan of Reorganization
- B. Ballot
- C. Projections

UNITED STATES BANKRUPTCY COURT
DISTRICT OF MASSACHUSETTS

_____)	
IN RE:)	
)	
AMC PROPERTIES, LLC)	CHAPTER 11
)	CASE NO. 16-12914-FJB
Debtor)	
_____)	

CERTIFICATE OF SERVICE RE
AMENDED DISCLOSURE STATEMENT OF DEBTOR AND AMENDED PLAN OF
REORGANIZATION

I, the undersigned, do hereby certify that on this 16th day of February, 2017, I did serve the Amended Disclosure Statement of Debtor of AMC Properties, LLC and the Amended Plan of Reorganization, by mailing copies of same by first-class mail, postage prepaid, or by electronic notice, to the parties indicated on the attached Notice List.

/s/ Norman Novinsky
Norman Novinsky, BBO #374760
Novinsky & Associates
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Brockton, MA 02301
(508) 559-1616
Email: nnovinsky@msn.com

NOTICE LIST

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BOSTON, MA 02109

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