

UNITED STATES BANKRUPTCY COURT
DISTRICT OF MASSACHUSETTS
CENTRAL DIVISION

In re:))	
	)		)	Chapter 11
CRYSTAL LAKE GOLF CLUB, LLC	)		)	Case No. 16-41324-CJP
DEBTOR))	
	)		)	Jointly Administered

In re:))	
	)		)	Chapter 11
CRYSTAL LAKE OPEN SPACE, INC.	)		)	Case No. 16-41325-CJP
DEBTOR))	
	)		)	Jointly Administered

**FIRST AMENDED DISCLOSURE STATEMENT OF
CRYSTAL LAKE GOLF CLUB, LLC AND CRYSTAL LAKE OPEN SPACE, INC.**

I. INTRODUCTION

Crystal Lake Golf Club, LLC ("CLGC") and Crystal Lake Open Space, Inc. ("CLOS"), each debtors and debtors-in-possession in the above captioned cases (collectively, the "Debtors"), filed voluntary petitions under Chapter 11 of the United States Bankruptcy Code, 11 U.S.C. §101 et seq., as amended (the "Bankruptcy Code"), in the United States Bankruptcy Court for the District of Massachusetts, Central Division (the "Bankruptcy Court") on July 27, 2016. The Debtors' cases have been pending before the Honorable Christopher J. Panos, United States Bankruptcy Judge, as Case Nos. 16-41324-CJP and 16-41325-CJP, respectively.

This First Amended Disclosure Statement ("Disclosure Statement") is provided pursuant to §1125 of the Bankruptcy Code to all known holders of claims against or interests in the

Debtors, whose claims and interests may be affected under the Debtors' proposed Joint Plan of Reorganization (the "Plan") and other parties in interest in connection with the Debtors' solicitation of acceptances of the Plan. The purpose of this Disclosure Statement is to provide such information as will enable the hypothetical, reasonable investor, typical of the holders of such claims and/or interests, to make an informed judgment about the Plan.

The information contained in this Disclosure Statement (including the attached exhibits, if any) has been prepared by the Debtors with the aid of their counsel and accountant, unless specifically stated to be from other sources.

YOU ARE URGED TO READ CAREFULLY THE CONTENTS OF THIS DISCLOSURE STATEMENT, INCLUDING THE PLAN AND OTHER EXHIBITS, BEFORE MAKING YOUR DECISION TO ACCEPT OR REJECT THE PLAN.

Particular attention should be directed to the provision of the Plan affecting, impairing or enhancing your rights as they presently exist. A copy of the Plan is attached hereto as Exhibit "A". The description of the Plan in this Disclosure Statement is a summary only and is qualified by reference to the actual terms and conditions of the Plan itself. The terms used herein have the same meaning as in the Plan unless the context thereof requires otherwise. If there are any discrepancies between this Disclosure Statement and said Plan, the terms contained in the Plan shall control.

Great effort has been made by the Debtors to be accurate in all material respects, but the Debtors are unable to warrant or represent that all the information contained herein is without inaccuracy. While the Debtors believe the contents of this Disclosure Statement to be complete and accurate, the Bankruptcy Court has not passed on the factual accuracy of the information

contained herein. In addition, the Bankruptcy Court will invite objections and schedule and conduct a hearing on said objections.

Upon the Court's approval of this Disclosure Statement in its present form or as amended, as the Court may direct, the Debtors will solicit the acceptance by the creditors of the Plan. Such solicitation is, however, prohibited at this time. The transmittal of this Disclosure Statement and a copy of the Plan, at this time, should not be deemed as a solicitation of the acceptance of this Plan or any other Plan absent Bankruptcy Court approval of this Disclosure Statement.

THERE ARE NO REPRESENTATIONS CONCERNING THE DEBTORS, INCLUDING, WITHOUT LIMITATION, FUTURE BUSINESS OPERATIONS, THE VALUE OF THEIR ASSETS, OR THE AGGREGATE DOLLAR AMOUNT OF CLAIMS WHICH MAY BE ALLOWED OR FINALLY DETERMINED OTHER THAN WHICH ARE SET FORTH IN THIS DISCLOSURE STATEMENT. ANY REPRESENTATIONS OR INDUCEMENTS MADE TO SECURE ACCEPTANCE OR REJECTION OF THE PLAN, WHICH ARE OTHER THAN THOSE AS CONTAINED IN THIS DISCLOSURE STATEMENT AS APPROVED BY THE BANKRUPTCY COURT SHOULD NOT BE RELIED UPON IN VOTING ON THE PLAN.

IT IS IMPORTANT THAT YOU VOTE. Subject to certain exceptions, to obtain confirmation of the Plan by the Bankruptcy Court, the Plan must be accepted by claimants in Classes I, III, and X WHO ACTUALLY VOTE on the Plan and hold at least two thirds (2/3) in amount and a majority in number, of the claims in each respective class. In addition, the Bankruptcy Court must make various findings required by Section 1129 of the Bankruptcy Code including, among others, that confirmation of the Plan is not likely to be followed by liquidation or further financial reorganization. These requirements are more fully discussed in Section VII(B) hereof.

II. DESCRIPTION OF THE DEBTORS

A. Crystal Lake Golf Club, LLC

CLGC is a Massachusetts Limited Liability Company organized on November 16, 2009 and whose principal place of business is 940 North Broadway, Haverhill, Massachusetts 01832. CLGC's members are Michael J. Maroney ("Maroney") and Michelle D. Watts ("Watts").

B. Crystal Lake Open Space, Inc.

CLOS is a Massachusetts Non-Profit Corporation organized on January 13, 2011 for which Maroney is the sole shareholder.

C. Other Non-Debtor Related Entities

Although not parties to this bankruptcy, there exist several other related entities sharing common ownership with Maroney and Watts. Maroney Construction Company Inc. ("MCC") is a Massachusetts corporation with a principal place of business at 423 East Broadway, Haverhill, Massachusetts 01830, which is owned and operated by Maroney and Watts. Premier Realty Trust ("Premier") is a Massachusetts Nominee Trust under Declaration of Trust dated May 26, 1999 and recorded with the Essex County South Registry of Deeds in Book 15700, Page 529 located at 423 East Broadway, Haverhill, Massachusetts 01830 for which MCC is the sole beneficiary.

III. HISTORY OF THE DEBTORS AND EVENTS LEADING TO CHAPTER 11

CLGC owns no real estate, but owns and operates an 18-hole golf course known as Crystal Lake Golf Club (the "Golf Club") located at 890 North Broadway (a/k/a 940 North Broadway), Haverhill, Massachusetts.¹

¹ Crystal Lake Golf Club was formerly known as the Crystal Springs Golf Course that had operated in Haverhill, Massachusetts since 1963.

On January 27, 2010, Premier purchased Crystal Springs Golf Course, consisting of the business of the golf course sitting on 137.2 ± Acres of land located at 890 North Broadway (a/k/a 940 North Broadway), Haverhill, Massachusetts. The Golf Club occupies 125 ± Acres of that land (the "Golf Club Property"). Premier's intention was to subdivide the remaining 13 ± Acres of that property into a development surrounding the Golf Club to be known as the Crystal Springs Cluster Development consisting of 50 residential lots on Back Nine Drive and Front Nine Drive in Haverhill with MCC as the general contractor.

On January 27, 2010, to obtain the funds to purchase and develop the 13 ± Acres surrounding the Golf Club, Premier, CLGC, and other related parties listed herein except CLOS, entered into a Commercial Loan Agreement ("CLA") covering multiple loans in various amounts for the acquisition, construction, and development of improvements of the 13 ± Acres. Also on that date, Premier signed a Promissory Note in the amount of \$1,700,000.00 ("Note 1") and co-signed a Promissory Note with CLGC in the amount of \$1,500,000.00 ("Note 2"). To secure the two notes, Premier gave a mortgage to Pentucket Bank ("Pentucket") in the original amount of \$3,200,000.00, dated January 27, 2010, recorded in said Registry in Book 29244, Page 85 ("Mortgage") and an Assignment of Leases and Rents of even date recorded in said Registry in Book 29244, Page 92 ("ALR"). In addition to the Mortgage and ALR, Pentucket also executed a UCC-1 Financial Statement on all of CLGC's assets and recorded same on January 28, 2010 in both the Office of Secretary of State for the Commonwealth of Massachusetts as No. 201078064590² and in the Essex County South Registry of Deeds in Book 29244, Page 140. In addition to the Mortgage given by Premier, CLGC, and other related parties referred to herein, gave Guarantees for the payment and performance of the obligations of each other under the

² On July 8, 2015, Pentucket renewed the UCC-1 at the Secretary of State's Office by filing a UCC-3 Continuation Form No. 201517092100. They did not file anything further at the Registry of Deeds.

CLA and the two Notes.³ (collectively, the documents referred to in this paragraph are hereinafter referred to as the "Loan Documents").

Pursuant to Note 2, CLGC was required to make interest only payments for March, April, and May 2010 and monthly payments consisting of principal and interest in the amount of \$10,818.00 beginning on May 27, 2010 and ending with the last payment on or before April 26, 2030.

On March 18, 2010, Premier, gave CLGC a ninety-nine (99) year lease for \$1.00 (the "Lease"), notice of which is recorded in the Essex South Registry of Deeds in Book 30161, Page 213.

On January 13, 2011, Premier transferred the Golf Club Property to CLOS (now known as the "CLOS Property"). This transfer and agreement was entered into to comply with restrictions to preserve and prevent any development on the CLOS Property pursuant to an Order of Conditions issued by the Massachusetts Department of Environmental Protection on November 18, 2009 MassDEP File No. 33-1279 recorded in said Registry on January 28, 2010 in Book 29244, Page 63, which states in pertinent part:

“15. The Open Space lot shall be kept in an open or natural state and/or in its existing recreationally developed state as a golf course and not built upon for residential use or developed for accessory residential uses such as parking or roadway. This restriction shall also be enforced by the City of Haverhill pursuant to the Haverhill Zoning Ordinance Chapter 255, Section 94, as the same may be amended or varied. Notwithstanding anything to the contrary, these above Conservation Conditions and Open Space restriction shall be ongoing.”

³ In addition to the Guarantees issued by all parties to the CLA, MCC gave a mortgage, UCC-1, and Security Agreement on its assets and Maroney and Watts also gave a mortgage on their residence to secure the payment and obligations of the parties.

In conjunction with the development of the remaining 13 ± acres, Premier entered into an agreement with the Planning Board for the City of Haverhill ("Planning Board") that it would construct and install municipal ways and services and the Planning Board agreed to the issuance of building permits and release the lots for construction. Also, the Planning Board put an additional condition to the agreement that requested that Premier build a water booster station (the "Booster Station") to be completed by the end of construction so long as Premier posted a \$250,000.00 bond (the "Bond") to ensure construction of the Booster Station would take place.⁴ As a result, the Planning Board subsequently approved the subdivision plan. As the lots were developed and sold, Premier made payments on the Loan. However, sales slowed by the end of 2012 and into the beginning of 2013. As a result of the slow-down in sales, Premier became four months in arrears on the Loan. On May 22, 2013, Premier, CLGC, and other related entities specified herein, entered into a forbearance agreement with Pentucket. As a result of the execution of the Forbearance Agreement, Pentucket re-advanced funds toward the project.

On information and belief, from June 2013 through March 2015, CLGC, and/or other related entities, made the required payments to Pentucket. According to a mortgage statement dated June 27, 2016, the remaining balance on the Mortgage is \$1,451,257.00 of which \$53,238.96 is in arrears.

In March 2015, the Planning Board stopped the issuance of permits. Prior to the issuance of any further permits, the Planning Board requested that Premier now build the Booster Station even though they had posted the Bond. In August 2015, Premier filed an action against the City of Haverhill Planning Board and others in Essex Superior Court, Case No. 1577CV001251. A preliminary hearing was held on or about Tuesday, August 2, 2016 on this matter. The suit

⁴ On information and belief, MCC subsequently posted the Bond.

requested, inter alia, that the Planning Board reissue those permits so development could begin again. The suit is still pending.

As of the filing of these cases, there have been 30 homes constructed of which 29 have been sold to purchasers that are now residing in same. All lots on Back Nine Drive have been completely sold and the 21 lots remaining are on Front Nine Drive.

The net result of the actions of the Planning Board caused the project to come to a halt. As a result, Premier, CLGC, and others defaulted on the CLA and Note and Pentucket moved to foreclose. Pentucket scheduled a foreclosure sale for July 28, 2016 at 11:00 a.m. to foreclose on all assets of CLGC and to foreclose on the CLOS Property. On July 27, 2017 ("the Filing Date"), CLGC and CLOS each filed a voluntary petition for relief under Chapter 11 of the Bankruptcy Code to stop the foreclosure of their assets.

IV. THE DEBTORS' ASSETS UPON COMMENCEMENT OF THE CHAPTER 11 CASES

At the time of filing this case, CLGC had interests in tangible property including, but not limited to bank accounts, office furniture, fixtures and equipment, restaurant supplies and equipment, mowers, tractors, sprayers, golf carts, seeders, aerators, blowers, harvesters, cutters, grinders, attachments, and various other golf course maintenance equipment and tools. In addition, it had an interest in intangible property such as the lease, a covenant not to compete with the prior golf club, and goodwill.

At the time of filing this case, CLOS's only asset was the CLOS Property.

V. THE CHAPTER 11 CASES

A. Post-Petition Funding

Since the Filing Date, CLGC has managed its business much in the same manner as it would do so outside of Chapter 11. CLGC filed a motion seeking authority to use its secured

creditors' "cash collateral"—revenues generated from CLGC's business operations subject to the secured creditors' mortgages, related assignments, and liens—as required under Section 363 of the Bankruptcy Code. After a series of hearings and interim orders authorizing interim use of cash collateral, CLGC successfully negotiated with its secured creditors and the Office of the U.S. Trustee to an agreed-upon cash collateral order approved by the Bankruptcy Court on August 16, 2016. CLGC has operated under the cash collateral order since then, with periodic modifications to the order to reflect changes and developments.

B. Bar Date

The Debtors requested and the Bankruptcy Court issued Orders setting January 23, 2017 ("Bar Date") as the deadline for creditors to file proofs of claim. Notices of the Bar Date were sent to all known creditors.

C. Secured Lender's Relief from Stay Motions

A fundamental protection afforded debtors under the bankruptcy code is the automatic stay imposed by Code Section 362(a), which prohibits creditor actions to enforce pre-petition claims against a debtor or property of the debtors bankruptcy estate. Secured creditors will often seek relief from the automatic stay pursuant to Code Section 362(d), most typically on grounds that the debtor cannot provide adequate protection of the creditor's secured claim, that the debtor lacks equity in the property constituting the secured lender's collateral and/or the property is not necessary to effective reorganization. Pentucket filed a *Motion for Relief From Stay* in against both Debtor's on February 3, 2017. A hearing was held on June 8, 2017, wherein the Court, following oral argument, continued the hearing until August 23, 2017.

D. U.S. Trustee's Motion to Convert

On January 25, 2017, the U.S. Trustee filed a Motion to Convert the CLGC case to one under Chapter 7. An evidentiary hearing was held before the Court on June 8, 2017, wherein the Court continued the U.S. Trustee's motion to August 23, 2017.

VI. THE PLAN OF REORGANIZATION

A. Formulation of the Plan

In formulating the Plan, the Debtors seek an acceptable means of satisfying the claims of secured and unsecured creditors in accordance with the priorities and requirements of the Bankruptcy Code. In the course of that analysis, the Debtors have concluded that a liquidation of the Debtors' assets would not be in the best interest of the secured and unsecured creditors because, in a liquidation, unsecured creditors would likely not realize any return on their claims as set forth in the Debtor's Plan and the secured creditors will not receive the full amount of their claims.

B. Summary of the Provisions of the Plan

Reference is made to the Plan, which is attached hereto as Exhibit "A," for specific details concerning the classification or treatment of holders of claims. Unless otherwise noted, all terms defined in the Plan have the same meanings herein.

The Plan under Chapter 11 of the Bankruptcy Code (the "Code") proposes to pay creditors of the Debtors from funds within the CLGC's Debtor-in-Possession ("DIP") Account and cash flow from the operation of the Golf Club. This Plan provides for three (3) classes of secured claims, six (6) classes of priority claims and one (1) class of unsecured claims (unsecured creditors and holders of mortgages and secured claims whose claims are under-secured). By way of summary, the Plan essentially contemplates the Debtors' retention and/or

restructuring of the secured debt related to their property. Priority creditors will be paid 100% of their allowed claims pursuant to the terms of this Plan. The Debtors anticipate that general unsecured creditors will be paid a five percent (5%) distribution over a period of five years. The general unsecured creditors will be paid an initial distribution on the Effective Date or when their claims are fully determined, whichever is later. In the event that all impaired classes of creditors do not consent to the treatment provided herein, the Debtors will seek confirmation of the Plan pursuant to the provisions of Section 1129(b) of the Bankruptcy Code. Distributions to administrative claims will be paid from funds on hand in the CLGC DIP account or pursuant to any agreement entered into by the administrative claim holders and the Debtors. Since CLOS has no cash flow, all of its creditors will be paid by CLCG.

C. Treatment of Unclassified Claims

Administrative claims are all claims for goods and services incurred by the Debtor subsequent to the Petition Date. These claims, (other than for professional services by attorneys and accountants and such other administrative expenses as would require Bankruptcy Court approval) if any, shall be paid in full in accordance with their terms as they come due in the ordinary course of the continuation of the Debtors' affairs after the Effective Date. If any dispute should arise concerning any claim for such expense, such dispute shall be resolved by the Bankruptcy Court. The Debtor believes if any such claims exist that they are not significant.

Administrative claims for professional services (i.e. attorney or accountant's services) require Bankruptcy Court approval. These claims will be paid in full only after the entry of orders allowing those claims after notice and hearing. The estimated final requests are as follows:

<u>Professionals</u>	<u>Estimated Final Fees and Expenses</u>
Mestone & Associates, LLC ⁵	\$170,000.00
Jeffery Dennis, CPA ⁶	\$ 100,000.00
Herbert Weinberg ⁷	\$ 20,000.00

These amounts may be subject to increase, depending upon the circumstances that arise subsequent to the filing of this Plan.

D. Classification and Treatment of Other Claims and Interests

CLASS I: As of the Filing Date, the Debtors were indebted to Pentucket in the principal amount of \$1,639,974.00. Based on an appraisal obtained by Pentucket of the CLOS Property and the assets of CLGC, for purposes of the Plan, the Debtors agree that Pentucket's Claim is secured by the CLOS Property and the assets of CLGC. Accordingly, for purposes of the Plan, Pentucket shall have an allowed secured claim in the sum of \$1,639,974.00.

Pentucket's Claim shall be paid as follows: commencing with the first day of the month following confirmation, the CLGC will begin making one hundred twenty (120) equal monthly payments of \$10,818.00. The Debtor shall then pay the remaining unpaid balance of the Pentucket Claim at the expiration of the Ten (10) Year Period.

The Debtors shall otherwise comply with all terms of the Pentucket loan documents, including without limitation, their obligation to maintain insurance on the CLOS Property and all assets of CLGC, which insurance premium payments are not included in the above-described monthly payments to Pentucket.

⁵ Counsel for CLGC

⁶ Accountant for CLGC

⁷ Counsel for CLOS

CLGC shall continue to make monthly adequate protection payments to Pentucket in accordance with the *Order Regarding Use of Cash Collateral* dated August 16, 2016 [docket entry no. 36], and as amended by the Court, through the Effective Date.

Confirmation of the Plan shall act as a modification agreement modifying the terms of the Loan Documents and shall bind Pentucket and the Debtors as if the parties had executed a modification agreement to reflect the terms in the Plan.

The Debtors acknowledges that Pentucket holds valid, perfected and enforceable first priority mortgage liens and security interests in the CLOS Property and all assets of CLGC to secure payment under the Loan Documents dated January 27, 2010. Pentucket shall retain, following the Effective Date of the Plan, its first priority mortgage liens, security interests, and UCC-1 to secure payment in full of all sums owed under Loan Documents the terms of which, with exception to the payment and maturity terms, which have been modified herein, are hereby ratified and reaffirmed in their entirety by the Debtors and which shall continue in full force and effect following the Effective Date of the Plan.

CLASS II: As of the Filing Date, the Debtors were indebted to Pentucket in the amount of \$735,198.34. Pentucket is the holder of a first mortgage on the personal residence of Maroney and Watts located at 423 East Broadway, Haverhill, Massachusetts (the "East Broadway Property") in the approximate amount of \$735,198.34, exclusive of all post-petition interest, attorney's fees, expenses, and other costs that may continue to accrue. This amount does not include any adequate protection payments made during the pendency of this case, which may have been applied to their claim. The East Broadway Property has a fair market value of approximately \$1,400,000.00. On information and belief, Pentucket is foreclosing on the East Broadway Property and Maroney and Watts have the East Broadway Property listed for sale. In

the event that the East Broadway Property does not generate enough proceeds from either the sale or the foreclosure to satisfy the Claim in this Class, Pentucket will have a deficiency claim as a general unsecured creditor in Class X of this Plan. This Class is not impaired and not entitled to vote on the Plan unless a deficiency arise from the sale or foreclosure of the East Broadway Property, in which case this Class will be entitled to vote as a Class X general unsecured creditor.

CLASS III: As of the Filing Date, CLOS was indebted to Silvia Bonaccorso and Gloria Gelt (collectively, "SBGG") in the amount of \$1,288,000.20. The Debtors will give SBGG a secured claim in the amount of \$25,000.00 payable in accordance with the terms of this Plan. CLCG will make sixty (60) equal monthly payments of \$417.00 beginning on the Effective Date. The remaining outstanding balance in the amount of \$1,263,000.20 will be wholly unsecured and treated pursuant to the provisions for Class X.

CLOS acknowledges that SBGG holds, in accordance with a certain Mortgage dated January 27, 2010, recorded in the Essex South Registry of Deeds in Book 29244, Page 143, as affected by assignments recorded in said Registry in Book 29508, Page 480 and Book 29531, Page 221, a valid, perfected and enforceable second mortgage in the CLOS Property to secure payment under a Promissory Note of even date in the stated original amount of \$700,000.00. SBGG shall retain, following the Effective Date of the Plan, their second mortgage referred to herein, and any deficiency they may have in Class X, which mortgage has been modified herein, are hereby ratified and reaffirmed in their entirety by the parties thereto and which shall continue in full force and effect following the Effective Date of the Plan, until the sixty (60) equal monthly payments have been made. Upon the receipt of the last payment, SBGG shall, within

forty-five (45) days, record a discharge of the Mortgage referred to herein with the Essex South Registry of Deeds.

Confirmation of the Plan shall act as a modification agreement modifying the terms of the Note and Mortgage and shall bind SBGG and CLOS as if the parties had executed a modification agreement to reflect the terms in the Plan. This Class is impaired and, therefore, entitled to vote.

CLASS IV: As of the Filing Date, CLGC was indebted to the IRS for outstanding withholding taxes in the amount of \$185,417.31. This amount does not include any adequate protection payments made during the pendency of this case, which will total \$35,100.00 as of September 1, 2017. The IRS is in a secured position behind the security interests of Pentucket on the CLGC Property. Based on the value of the CLGC Property, the IRS is wholly unsecured and shall have a priority claim in the amount of \$144,079.89, less the adequate protection payments as stated herein, for a total priority claim \$ 108,979.89, plus interest at the rate of 4% per annum from the Filing Date⁸. Monthly payments to this Class in the amount of \$2,184.00, inclusive of the interest, will begin immediately upon an Order entered by the Bankruptcy Court confirming this Plan or any amended plan and will continue until the earlier of the date the claim is paid in full or within sixty (60) months following the date of the first payment. The remaining balance \$41,337.42 consisting of penalties will be treated pursuant to the provisions for Class X unsecured creditors. This Class is not entitled to vote.

CLASS V: As of the Filing Date, CLGC was indebted to the DUA for outstanding unemployment taxes in the amount of \$78,477.39. The DUA is in a secured position behind the security interests of Pentucket on the CLGC Property. Based on the value of the CLGC Property, the DUA is wholly unsecured and shall have a priority claim in the amount of

⁸ The Debtor anticipates the Plan being confirmed on or about September 2017. This footnote applies to all claims in Classes IV through IX.

\$54,492.04, plus interest at the rate of 4% per annum from the Filing Date. Monthly payments to this Class in the amount of \$1,057.00, inclusive of interest, will begin immediately upon an Order entered by the Bankruptcy Court confirming this Plan or any amended plan and will continue until the earlier of the date the claim is paid in full or within sixty (60) months following the date of the first payment. The remaining balance of \$23,985.35, which does not fall within §507(a)(8), will be treated pursuant to the provisions for Class X unsecured creditors. This Class is not entitled to vote.

CLASS VI: As of the Filing Date, CLGC was indebted to the MDOR for outstanding sales taxes in the amount of \$29,682.65. The MDOR is in a secured position behind the security interests of Pentucket on the CLGC Property. Based on the value of the CLGC Property, the MDOR is wholly unsecured and shall have a priority claim in the amount of \$24,538.36, plus interest at the rate of 4% per annum from the Filing Date. Monthly payments to this Class in the amount of \$485.00, inclusive of interest, will begin immediately upon an Order entered by the Bankruptcy Court confirming this Plan or any amended plan and will continue until the earlier of the date the claim is paid in full or within sixty (60) months following the date of the first payment. The remaining balance of \$5,144.29 consisting of penalties will be treated pursuant to the provisions for Class X unsecured creditors. This Class is not entitled to vote.

CLASS VII: As of the Filing Date, CLGC is indebted to the MDOR for outstanding withholding taxes in the amount of \$7,932.00. The MDOR is in a secured position behind the security interests of Pentucket on the CLGC Property. Based on the value of the CLGC Property, the MDOR is wholly unsecured and shall have a priority claim in the amount of \$7,394.27, plus interest at the rate of 4% per annum from the Filing Date. Monthly payments to this Class in the amount of \$146.00, inclusive of interest at the rate of 4% per annum, will begin

immediately upon an Order entered by the Bankruptcy Court confirming this Plan or any amended plan and will continue until the earlier of the date the claim is paid in full or within sixty (60) months following the date of the first payment. The remaining balance of \$537.73 consisting of penalties will be treated pursuant to the provisions for Class X unsecured creditors. This Class is not entitled to vote.

CLASS VIII: As of the Filing Date, CLGC was indebted to the MDOR for outstanding sales tax on meals in the amount of \$6,949.41. The MDOR is in a secured position behind the security interests of Pentucket on the CLGC Property. Based on the value of the CLGC Property, the MDOR is wholly unsecured and shall have a priority claim in the amount of \$6,571.77, plus interest at the rate of 4% per annum from the Filing Date. Monthly payments to this Class in the amount of \$130.00, inclusive of interest, will begin immediately upon an Order entered by the Bankruptcy Court confirming this Plan or any amended plan and will continue until the earlier of the date the claim is paid in full or within sixty (60) months following the date of the first payment. The remaining balance of \$377.64 consisting of penalties will be treated pursuant to the provisions for Class X unsecured creditors. This Class is not entitled to vote.

CLASS IX: As of the Filing Date, CLGC was indebted to Haverhill for outstanding personal property taxes in the amount of \$4,380.71. Monthly payments to this Class in the amount of \$86.58, inclusive of interest at the rate of 4% per annum from the Filing Date, will begin immediately upon an Order entered by the Bankruptcy Court confirming this Plan or any amended plan and will continue until the earlier of the date the claim is paid in full or within sixty (60) months following the date of the first payment. This Class is not entitled to vote.

CLASS X: The Debtors estimates that the Class X unsecured claims to be paid under this Plan are approximately \$1,527,163.88, which consists of all scheduled, filed claims, and

deficiency and/or under-secured claims from Classes I through IX. The Class X creditors will be paid a five percent (5%) distribution to be paid in five equal annual payments in the amount of \$15,272.00 with the first payment being made on the Effective Date of this Plan and each of the remaining four payments on the anniversary date thereafter. This Class is impaired and, therefore, entitled to vote.

VII. OTHER PROVISIONS RELATING TO IMPLEMENTATION OF THE PLAN

A. Equity Ownership

The Debtors shall retain the ownership interest of each of their properties including in the same percentage owned prior to the Petition Date.

B. Full and Final Satisfaction

Except as otherwise expressly provided in Section 1141 of the Bankruptcy Code or the Plan, the payments and distributions made pursuant to the Plan, as approved by the Bankruptcy Court, will be in full and final satisfaction, settlement, release and discharge, as against the Debtors and the reorganized Debtors of any and all claims against, and interests in, the Debtors, including, without limitation, any claim or equity interest accrued or incurred on or before the Confirmation Date, whether or not (i) a proof of claim or interest is filed or deemed filed under Section 501 of the Bankruptcy Code; (ii) such claim or equity interest is allowed under Section 501 of the Bankruptcy Code; or (iii) the holder of such claim or equity interest has accepted the Plan.

C. Effect of Confirmation

Pursuant to Section 1141 of the Bankruptcy Code, except as otherwise provided in the Plan or Order of Confirmation, the confirmation of the Plan vests all of the property of the estate

in the Debtors, free and clear of all claims and interests of creditors. Further, except as provided in the Plan, all creditors and equity interest holders shall be precluded after the Confirmation Date from asserting against the Debtors, reorganized Debtors, or any of their respective assets or properties, employees, affiliates, agents, representatives, successors, or assigns any claims or interests based upon any act or omissions, transaction, or other activity of any kind or nature that occurred prior to the Confirmation Date, the Confirmation Order being deemed to enjoin permanently such creditors and interest holders, their successors and assigns, from enforcing, or seeking to enforce, any such claims or interests.

D. Executory Contracts

Under the Plan, any and all executory contracts and unexpired leases of the Debtors not expressly assumed or rejected by the Debtors prior to the Confirmation Date shall be deemed assumed.

E. Preferences, Fraudulent Transfers and Other Causes of Action

The Debtors have completed their analysis of indentifying any claims concerning (i) preferential payments pursuant to Section 547 of the Bankruptcy Code; and (ii) fraudulent transfer claims pursuant to Sections 544 and 548 of the Bankruptcy Code. The Debtors have made a determination that there were no transfers, which if pursued pursuant to Sections 544, 547 or 548 of the Bankruptcy Code, would benefit the estates.

F. Objections to Claims and Distribution of Dividends

Objections to claims must be filed by each Debtor within sixty (60) days of the Effective Date. Distribution of dividends will be made pursuant to the terms and conditions of the Plan. To the extent that an objection to a claim has been filed, but not fully determined by the date of distribution, sufficient funds will be reserved (on the basis of the claimed amount) to ensure

payment, and no distribution will be made until a final disposition has been made regarding said claim and objection to said claim. Notwithstanding the provisions of Section 1111(a) of the Bankruptcy Code and Bankruptcy Rule 3003(b)(1), any claimant who has filed a proof of claim asserting secured status will not be entitled to a distribution as a Class X claimant, unless it amends its claim to assert unsecured or under-secured status on or before the Confirmation Date.

G. Amendment of the Plan

The Debtors may amend or modify the Plan at any time prior to the Confirmation Date upon notice to those creditors whose interests may be adversely affected by said amendment or modification and with the approval of the Bankruptcy Court. Pursuant to Section 1127 of the Bankruptcy Code, the Debtors may modify the Plan, prior to or subsequent to the Confirmation Date, upon notice and a hearing in order to affect the intent and purpose of the Plan. The confirmation hearing may be continued from time to time. No notice of any such continuance will be provided other than notice at the hearing, and at any continued hearing to those in attendance.

H. United States Trustee's Quarterly Fees

The Debtors will be responsible for timely payment of fees incurred pursuant to 28 U.S.C. Section 1930(a)(6), if any. After confirmation, the Debtors will each serve the United States Trustee with a monthly financial report for each month (or portion thereof) that the cases remain open. The monthly financial reports shall include the following:

- (1) a statement of all disbursements made during the course of the month, whether or not pursuant to the Plan;
- (2) a summary, by class, of amounts distributed or property transferred to each recipient under the Plan;

(3) Debtors' projections as to their continuing ability to comply with the terms of the Plan;

(4) a description of any other factors which may materially affect the Debtors' ability to consummate the Plan; and

(5) an estimated date when an application for final decree will be filed with the court (in the case of the final monthly report, the date decree was filed).

I. Conflict of Terms

In the event of any conflict between the terms of the Plan and this Disclosure Statement, the Plan governs.

VII. CONFIRMATION AND CONSUMMATION

A. Confirmation Hearing

The Bankruptcy Code requires the Bankruptcy Court, after notice, to hold a confirmation hearing on the Plan. Any objections to confirmation may be filed in accordance with the provisions herein.

The confirmation of the Plan has been scheduled for _____, 2017 at _____am/pm before United States Bankruptcy Judge Christopher J. Panos of the United States Bankruptcy Court for the District of Massachusetts, Central Division. 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 to those in attendance. Any objections to confirmation must be made in writing setting forth in detail the basis of the objection and filed with the Clerk of the Bankruptcy Court, and served by _____, 2017 upon counsel for CLGC.

B. Confirmation Requirements

In order for the Plan to be confirmed, the Bankruptcy Code requires, among other things, that the Plan be proposed in good faith, that the Debtors disclose specified information concerning payments made or promised to insiders, and that the Plan comply with the applicable provisions of Chapter 11 of the Bankruptcy Code. Section 1129(a) of the Bankruptcy Code also imposes requirements that at least one class of claims has accepted the Plan, that confirmation of the Plan is not likely to be followed by the need for further financial reorganization, and that the Plan be fair and equitable with respect to each class of claims or equity interests which are impaired under the Plan. The Bankruptcy Court can confirm the Plan only if it finds that all of the requirements enumerated in Section 1129(a) of the Bankruptcy Code have been met. The Debtors believe that their Plan satisfies all of the requirements for confirmation.

In the event that all impaired classes of creditors do not consent to the treatment provided in the Plan, the Debtors will seek confirmation of the Plan pursuant to the provisions of Bankruptcy Code Sections 1129(b).

1. Best Interest Test

Before the Plan may be confirmed, the Bankruptcy Court must find (with certain exceptions) that the Plan provides, with respect to each class, that each holder of a claim or equity interest of such class either (a) has accepted the Plan or (b) will receive or retain under the Plan on account of such claim or equity interest, property of a value, as of the Effective Date, that is not less than the amount that such person would receive or retain if the Debtors were, on the Effective Date, liquidated under Chapter 7 of the Bankruptcy Code. Based upon the following liquidation analysis, prepared by the Debtors, as of May 31, 2017 the Debtors believe that this test will be satisfied as follows:

<u>ASSET</u>	<u>VALUE⁹</u>	<u>EXEMPT</u>	<u>LIENS</u>	<u>NET VALUE</u>
1. CLOS Property	\$1,265,119.00	\$0.00	\$2,927,975.18	\$0.00
2. DIP Account ¹⁰	\$18,060.35	\$0.00	\$1,639,974.00	\$0.00
3. Furniture Fixtures & Equipment	\$16,854.00	\$0.00	\$1,639,974.00	\$0.00
4. Mowers, Tractors, etc.	\$233,399.00	\$0.00	\$1,639,974.00	\$0.00
5. Golf Carts	\$268,000.00	\$0.00	\$1,639,974.00	\$0.00
6. 99 Year Lease	\$1.00	\$0.00	\$1,639,974.00	\$0.00
7. Intangibles	\$14,170.00	\$0.00	\$1,639,974.00	\$0.00
TOTAL NET VALUE				\$0.00

Distribution Percentage

Chapter 7 Administrative Expenses ¹¹	\$25,000.00	100.00%
Chapter 11 Administrative Expenses ¹²	\$290,000.00	100.00%
General Unsecured Claims	\$1,502,203.23	0.00%

As demonstrated above, in the event the Debtors' assets are liquidated general unsecured creditors would receive zero percent (0%). Under the Plan, general unsecured claims will be receiving a five percent (5%) distribution on account of their claims. Accordingly, the Debtors submit that the Plan satisfies Section 1129(a)(7) of the Code in that creditors will receive at least, if not more, than what they would receive in a Chapter 7 liquidation.

2. Feasibility

In order for the Bankruptcy Court to confirm the Plan, the Debtors must demonstrate that the Plan is feasible, unless a liquidation of the Debtors is contemplated. Preliminarily, with

⁹ CLOS Property value based on an appraisal completed by Pentucket Bank and agreed to by the Debtors. Item #s 3 to 7 are based upon the values listed in the Debtor's Schedule A/B without any account for wear and tear or depreciation.

¹⁰ Based upon Debtor's estimate of the balance in the account at the time of the Amended Disclosure Statement.

¹¹ Based upon the Debtor's counsel's estimate of professional fees and expenses associated with a Chapter 7 liquidation.

¹² Based upon Debtor's counsel's estimate of these fees as of the filing of this Amended Disclosure Statement, the estimated fees for CLGC's Counsel are approximately \$170,000.00, CLOS Counsel are approximately \$20,000.00, and Accountant are approximately \$100,000.00. These amounts may be subject to increase, depending upon the circumstances that arise associated with and subsequent to the filing of this Joint Disclosure Statement and Plan.

respect to general unsecured claims, they will be paid over a five (5) year period, with the first payment being made on the Effective Date. Feasibility will be demonstrated through funds in possession in CLGC's DIP account, which funds will be available at Confirmation, and through five (5) year projections. Attached hereto as Exhibit "B" is a five (5) year projected cash flow projection summary for CLGC's business operations demonstrating the Debtors' ability to remain operationally profitable and make all payments required to be made to all secured creditors.

3. Acceptance by Impaired Classes

The Bankruptcy Code requires, as a condition to confirmation, that each class of claims or equity interests that is impaired under the Plan accept the Plan, with the exception described in the following section. A class of claims has accepted the Plan if the Plan has been accepted by creditors (other than insiders) that hold at least two-thirds in dollar amount and more than one-half in number of the Allowed Claims of such class who actually vote to accept or reject the Plan. Holders of Claims or Equity Interests who fail to vote are not counted as either accepting or rejecting the Plan.

A class that is not "impaired" under the Plan is deemed to have accepted the Plan; solicitation of acceptance with respect to such class is not required. A class is "impaired" unless (i) the legal, equitable, and contractual rights to which the claim or equity interest entitles the holder of such claim or interest are not modified; (ii) with respect to a secured claim, the effect of any default is cured and the original terms of the obligation are reinstated; or (iii) the Plan provides that on the Effective Date, the holder of the claim or equity interest received cash equal to the allowed amount of such claim or, with respect to any equity interest, any fixed liquidation preference to which the equity interest holder is entitled or any fixed price at which the Debtor

may redeem the security. The Debtors believe that Classes I, III, and X are impaired under the Plan and are entitled to vote on the Plan. Classes II and IV thru IX are not impaired or are priority claims under the Plan and are not entitled to vote on the Plan.

4. Confirmation Without Acceptance By All Impaired Classes

The Bankruptcy Code contains provisions that would enable the Bankruptcy Court to confirm the Plan, even though the Plan has not been accepted by all impaired classes, provided that the Plan has been accepted by at least one impaired class or equity interests.

Section 1129(b)(1) of the Bankruptcy Code states “notwithstanding section 510(a) of this title, if all of the applicable requirements of subsections (a) of this section other than paragraph (8) are met with respect to the Plan, the Bankruptcy Court, on request of the proponent of the plan, shall confirm the plan notwithstanding the requirements of such paragraph if the plan does not discriminate unfairly and is fair and equitable, with respect to each class of claims or interest that is impaired under and has not accepted the plan.”

This section provides that a plan must be confirmed notwithstanding the failure of an impaired class to accept the plan if the plan does not discriminate unfairly (e.g., it does not provide to a class senior to the dissenting class more than one hundred (100%) percent of the amount of its claims), and it is “fair and equitable” with respect to each class of claims that is impaired under, and has not accepted the plan. This “fair and equitable” requirement applies only with respect to dissenting classes and provides that the Plan may be confirmed as long as (i) any claim junior to the dissenting class is not receiving anything under the Plan, or (ii) the dissenting class is receiving at least as much as it would receive under liquidation.

Under the provisions of the Plan, all the applicable requirements of Subsection (b) of Section 1129 of the Bankruptcy Code will be met, with the possible exception if all impaired

classes vote against the Plan. Accordingly, rejection of the Plan by all these classes may prevent confirmation of the Plan.

C. Voting Instructions

A Ballot to be used for voting to accept or reject the Plan is enclosed with all copies of this Disclosure Statement mailed to persons entitled to vote. Each unsecured creditor is entitled to vote, provided that either (a) its Claim has been scheduled by the Debtors and such Claim is not scheduled as disputed, contingent or un-liquidated, or (b) it has filed a proof of claim on or before the Bar Date, unless its claim is the subject of an objection or has been disallowed for voting purposes by the Bankruptcy Court. Completed Ballots should be returned to the Counsel to CLGC at the address listed below.

BALLOTS MUST BE RECEIVED ON OR BEFORE 4:30 P.M. EASTERN DAYLIGHTS SAVINGS TIME ON _____, 2017. ANY BALLOTS RECEIVED AFTER THAT TIME WILL NOT BE COUNTED. ANY BALLOT WHICH IS EXECUTED BY THE HOLDERS OF AN ALLOWED CLAIM OR AN EQUITY INTEREST, BUT WHICH DOES NOT INDICATE AN ACCEPTANCE OR REJECTION OF THE PLAN, SHALL BE DEEMED TO BE AN ACCEPTANCE.

IX. ALTERNATIVES TO THE PLAN

In evaluating the Plan, each creditor should consider alternatives to the Plan. During their Chapter 11 cases, the Debtors considered several alternatives, including the sale of some of their assets. The Debtors believe that any other efforts are unlikely to succeed and any further delays may jeopardize the proposed Plan and potentially eliminate the possibility of a five percent (5%) dividend to the Debtors' general unsecured creditors.

X. LIQUIDATION ANALYSIS

The only remaining alternative to this Plan would be the liquidation of the Debtors' assets. The Debtors believe that an auction would result in no recovery to general unsecured

creditors. The Debtors believe that the proceeds derived from liquidation would be less than the proposed distribution by the Debtors under the Plan.

XI. CONCLUSION

THE DEBTORS URGE ALL CREDITORS TO ACCEPT THE PLAN.

Respectfully submitted,

Date: July 21, 2017

CRYSTAL LAKE GOLF CLUB, LLC

By its attorneys,

/s/ Richard A. Mestone

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Respectfully submitted,

CRYSTAL LAKE OPEN SPACE, INC.

By its attorney,

/s/ Herbert Weinberg

Herbert Weinberg (BBO# 550415)

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Exhibit A

Amended Chapter 11 Plan of Reorganization

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF MASSACHUSETTS
CENTRAL DIVISION**

In re:)	
	)	Chapter 11
)	
CRYSTAL LAKE GOLF CLUB, LLC	)	Case No. 16-41324-CJP
)	
DEBTOR)	
	)	Jointly Administered

In re:)	
	)	Chapter 11
)	
CRYSTAL LAKE OPEN SPACE, INC.	)	Case No. 16-41325-CJP
)	
DEBTOR)	
	)	Jointly Administered

**FIRST AMENDED JOINT CHAPTER 11 PLAN OF
CRYSTAL LAKE GOLF CLUB, LLC AND CRYSTAL LAKE OPEN SPACE, INC.**

Crystal Lake Golf Club, LLC ("CLGC") and Crystal Lake Open Space, Inc. ("CLOS"), each debtors and debtors-in-possession in the above captioned cases (collectively, the "Debtors") submit the following First Amended Joint Plan of Reorganization (the "Plan") to their creditors in accordance with 11 U.S.C. 1121(a).

ARTICLE I: SUMMARY OF TREATMENT OF CLAIMS

The Plan under Chapter 11 of the Bankruptcy Code (the "Code") proposes to pay creditors of the Debtors from funds within the CLGC's Debtor-in-Possession ("DIP") Account and cash flow from operations of Crystal Lake Golf Club, LLC (the "Golf Club"). The Plan provides for three (3) classes of secured claims, six (6) classes of priority claims and one (1) class of unsecured claims (unsecured creditors and holders of mortgages and secured claims

whose claims are under-secured). By way of summary, the Plan essentially contemplates the Debtors' retention and/or restructuring of the secured debt related to their property. Priority creditors will be paid 100% of their allowed claims, plus interest from the Filing Date, pursuant to the terms of this Plan. The Debtors anticipate that unsecured creditors, including holders of under-secured claims, will be paid a five percent (5%) distribution pursuant to the terms of the Plan. Distributions to administrative fees and expenses will be paid from funds on hand in the CLGC DIP account or pursuant to any agreement entered into by the administrative claim holders and the Debtors. The initial distribution to general unsecured creditors will be paid on the Effective Date of the Plan.

All creditors should refer to Articles III through IX of this Plan for information regarding the precise treatment of their claim. The First Amended Joint Disclosure Statement that provides more detailed information regarding this Plan and the rights of creditors and equity security holders has been circulated with this Plan. **Your rights may be affected. You should read these papers carefully and discuss them with your attorney, if you have one. (If you do not have an attorney, you may wish to consult one.)**

ARTICLE II: DEFINITIONS

“Administrative Claims” means a claim for a cost or expense of administration of the Debtors under Sections 503(b) and 507(a) (1) of the United States Bankruptcy Code that is allowed by a final order of the Bankruptcy Court.

“Allowed” means with reference to a Claim that is not an Administrative Claim, a Claim against the Debtors, proof of which was filed on or before the date designated by the Bankruptcy Court as the last date for filing Proofs of Claim.

“Bankruptcy Code” means Title 11 of the United States Code, as is now in effect or hereafter amended.

“Bankruptcy Rules” means the Rules of Bankruptcy Procedure, as amended, and such local rules of the Bankruptcy Court, as are applicable to the Reorganization Case.

“Claim” means any right to payment from the Debtors¹, whether or not such right is reduced to judgment, liquidated, un-liquidated, fixed, contingent, matured, un-matured, disputed, undisputed, legal, equitable, secured or unsecured; or any right to an equitable remedy for breach of performance if such breach gives rise to a payment from the Debtors, whether or not such right to an equitable remedy is reduced to judgment, fixed, contingent, matured, un-matured, disputed, undisputed, secured or unsecured.

“CLGC” means Crystal Lake Golf Club, LLC.

“CLOS” means Crystal Lake Open Space, Inc..

“CLOS Property” means 890 North Broadway (a/k/a 940 North Broadway), Haverhill, Massachusetts.

“Confirmation” means the signing of the Confirmation Order of this Plan or any amended plan by the Bankruptcy Court.

“Confirmation Date” means the date on which the Clerk of the Bankruptcy Court enters the Order of Confirmation on the docket.

“Court” is defined as the United States Bankruptcy Court for the District of Massachusetts, Central Division.

“Debtors” means both CLGC and CLOS.

¹ All claims due from CLOS will be paid from the DIP account of CLGC and from revenue generated by the operation of the Golf Club.

“DIP” means a debtor-in-possession bank account that has been opened by CLGC for the bankruptcy estate.

“Disputed Unsecured Claim” means, respectively, an Unsecured Claim against the Debtors as to which an objection has been or may be timely filed by any party of interest and which objection, if timely filed, has not been withdrawn on or before any date fixed for filing such objection by the Plan or Order of the Bankruptcy Court, and has not been denied by a Final Order. To the extent an objection relates to the allowance of only a part of a Claim, such Claim shall be a Disputed Claim only to the extent of the objection. Prior to the time that an objection has been or may be timely filed, for the purpose of this Plan a Claim shall be considered a Disputed Claim to the extent that the amount of the Claim specified in the proof of claim exceeds the amount of the Claim scheduled by the Debtors as other than disputed, contingent, or unliquidated.

“DUA” means the Department of Unemployment Assistance.

“East Broadway Property” means the personal residence of Michael Maroney and Michelle Watts located at 423 East Broadway, Haverhill, Massachusetts.

“Effective Date” means the first business day that is at least sixty (60) days after the Confirmation Date and on which date no stay of the Confirmation Order is in effect.

“Filing Date” means July 27, 2016.

“Final Order” means an order or judgment of the Bankruptcy Court as entered on the docket that has not been reversed, stayed, modified or amended and as to which the time to appeal, petition for certiorari, or seek re-argument or rehearing has expired and as to which no appeal, re-argument, petition for certiorari, or rehearing is pending or as to which any right to appeal, reargue, petition for certiorari or seek rehearing has been waived in writing in a manner

satisfactory to the Debtors, is an appeal, petition for certiorari, or rehearing thereof has been sought, the order or judgment of the Bankruptcy Court has been affirmed by the highest court to which the order was appealed or from which the re-argument or rehearing was sought, or certiorari has been denied, and the time to take any further appeal or to seek certiorari, or further re-argument or rehearing has expired.

"Golf Club" means Crystal Lake Golf Club.

"IRS" means the Internal Revenue Service.

"Haverhill" means the City of Haverhill.

"Loan Documents" mean all loan documents executed by the Debtors in favor of Pentucket Bank.

"Maroney" means Michael Maroney.

"MDOR" means the Massachusetts Department of Revenue.

"Pentucket" means Pentucket Bank.

"Plan" means the within Joint Plan of Reorganization or any amended plan of reorganization, which is filed by the Debtors.

"Priority Claim" means a claim as listed in Section 507 of the Bankruptcy Code.

"Secured Claim" means a Claim that is secured within the meaning of Section 506(a) of the Bankruptcy Code.

"SBGG" means Sylvia Bonaccorso and Gloria Gelt.

"Unsecured Claim" means a Claim this is not secured by a valid and enforceable lien against property of the Debtors and/or a Claim that may be under-secured.

"Watts" means Michelle Watts.

ARTICLE III: CLASSIFICATION OF CLAIMS

CLASS I: This Class consists of the secured claim asserted against the Debtors by Pentucket. Pentucket is the holder of a first mortgage on the CLOS Property and a first security interest in all assets of CLGC with a total outstanding obligation in the approximate amount of \$1,639,974.00. This amount does not include any adequate protection payments made during the pendency of this case, which may have been applied to their claim. Based on Pentucket's appraisal, the CLOS Property has a fair market value of \$1,265,119.00 and all assets of CLGC have a fair market value of \$484,881.00.

CLASS II: This Class consists of the contingent secured claim asserted against the Debtors by Pentucket. Pentucket is the holder of a first mortgage on the East Broadway Property in the approximate amount of \$735,198.34, exclusive of all post-petition interest, attorney's fees, expenses, and other costs that may continue to accrue. This amount does not include any adequate protection payments made during the pendency of this case, which may have been applied to their claim. The East Broadway Property has a fair market value of \$1,400,000.00. On information and belief, Pentucket is foreclosing on the East Broadway Property and Maroney and Watts have the East Broadway Property listed for sale. If the East Broadway Property does not generate enough proceeds from either the sale or the foreclosure, to satisfy the Claim in this Class, Pentucket will have a deficiency claim in Class X, the general unsecured creditors, of this Plan.

CLASS III: This Class consists of the secured claim asserted against CLOS by SBGG. SBGG is the holder of a second mortgage on the CLOS Property with an outstanding obligation in the approximate amount of \$1,288,000.20. Based on Pentucket's appraisal, the CLOS Property has a fair market value of \$1,265,119.00 and is encumbered by a first mortgage held by

Pentucket in the amount of \$1,639,974.00. The Debtors will give SBGG a secured claim in the amount of \$25,000.00 payable in accordance with the terms of this Plan. The remainder of SBGG's Claim will be treated as a general unsecured claim, payable in accordance with Class X, the general unsecured creditors, of this Plan.

CLASS IV: This Class consists of the priority claim asserted against CLGC by the IRS. CLGC is indebted to the IRS for outstanding withholding taxes in the amount of \$183,249.52 (consisting of tax, interest, and penalties). This amount does not include any adequate protection payments made during the pendency of this case, which may have been applied to their claim. Based on Pentucket's appraisal, the CLGC Property has a fair market value of \$484,881.00 and is encumbered by a first mortgage and an all asset lien held by Pentucket in the amount of \$1,639,974.00, which are senior to the claim of the IRS. As such, the IRS claim is wholly unsecured and shall be treated as a priority claim. CLGC will pay this Claim pursuant to the terms of this Plan.

CLASS V: This Class consists of the priority claim asserted against CLGC by the DUA. CLGC is indebted to the DUA for outstanding unemployment taxes in the amount of \$78,477.39. Based on Pentucket's appraisal, the CLGC Property has a fair market value of \$484,881.00 and is encumbered by a first mortgage and an all asset lien held by Pentucket in the amount of \$1,639,974.00, which are senior to the claim of the DUA. As such, the DUA claim is wholly unsecured and shall be treated as a priority claim. CLGC will pay this Claim pursuant to the terms of this Plan.

CLASS VI: This Class consists of the priority claim asserted against CLGC by the MDOR. CLGC is indebted to the MDOR for outstanding sales taxes in the amount of \$29,682.65. Based on Pentucket's appraisal, the CLGC Property has a fair market value of

\$484,881.00 and is encumbered by a first mortgage and an all asset lien held by Pentucket in the amount of \$1,639,974.00, which are senior to the claim of the MDOR. As such, the MDOR claim is wholly unsecured and shall be treated as a priority claim. CLGC will pay this Claim pursuant to the terms of this Plan.

CLASS VII: This Class consists of the priority claim asserted against CLGC by the MDOR. CLGC is indebted to the MDOR for outstanding withholding taxes in the amount of \$7,932.00. Based on Pentucket's appraisal, the CLGC Property has a fair market value of \$484,881.00 and is encumbered by a first mortgage and an all asset lien held by Pentucket in the amount of \$1,639,974.00, which are senior to the claim of the MDOR. As such, the MDOR claim is wholly unsecured and shall be treated as a priority claim. CLGC will pay this Claim pursuant to the terms of this Plan.

CLASS VIII: This Class consists of the priority claim asserted against CLGC by the MDOR. CLGC is indebted to the MDOR for outstanding sales tax on meals in the amount of \$6,949.41. Based on Pentucket's appraisal, the CLGC Property has a fair market value of \$484,881.00 and is encumbered by a first mortgage and an all asset lien held by Pentucket in the amount of \$1,639,974.00, which are senior to the claim of the MDOR. As such, the MDOR claim is wholly unsecured and shall be treated as a priority claim. CLGC will pay this Claim pursuant to the terms of this Plan.

CLASS IX: This Class consists of the priority claim asserted against CLGC by Haverhill. CLGC is indebted to Haverhill for outstanding personal property taxes in the amount of \$4,380.71. CLGC will pay this Claim pursuant to the terms of this Plan.

CLASS X: This Class consists of the holders of all general unsecured claims against the Debtors. Included in this Class are all claims that are not included in Class I through IX above

and all deficiencies and/or under-secured claims. The Debtors reserves the right to file objections to any Class X claim.

ARTICLE IV: TREATMENT OF CLASSES OF CLAIMS

CLASS I: As of the Filing Date, the Debtors were indebted to Pentucket in the principal amount of \$1,639,974.00. Based on the value of the CLOS Property and the assets of CLGC, for purposes of the Plan, the Debtors agree that Pentucket's Claim is secured by the collateral. Accordingly, for purposes of the Plan, Pentucket shall have an allowed secured claim in the sum of \$1,639,974.00.

Pentucket's Claim shall be paid as follows: commencing with the first day of the month following confirmation, the CLGC will begin making one hundred twenty (120) equal monthly payments of \$10,818.00. The Debtor shall then pay the remaining unpaid balance of the Pentucket Claim at the expiration of the Ten (10) Year Period.

The Debtors shall otherwise comply with all terms of the Pentucket loan documents, including without limitation, their obligation to maintain insurance on the CLOS Property and all assets of CLGC, which insurance premium payments are not included in the above-described monthly payments to Pentucket.

CLGC shall continue to make monthly adequate protection payments to Pentucket in accordance with the *Order Regarding Use of Cash Collateral* dated August 16, 2016 [docket entry no. 36], as amended by the Court, through the Effective Date.

Confirmation of the Plan shall act as a modification agreement modifying the terms of the Loan Documents and shall bind Pentucket and the Debtors as if the parties had executed a modification agreement to reflect the terms in the Plan.

The Debtors acknowledges that Pentucket holds valid, perfected and enforceable first priority mortgage liens and security interests in the CLOS Property and all assets of CLGC to secure payment under the Loan Documents dated January 27, 2010. Pentucket shall retain, following the Effective Date of the Plan, its first priority mortgage liens, security interests, and UCC-1 to secure payment in full of all sums owed under the Loan Documents the terms of which, with exception to the payment and maturity terms, which have been modified herein, are hereby ratified and reaffirmed in their entirety by the Debtors and which shall continue in full force and effect following the Effective Date of the Plan.

THIS CLASS IS IMPAIRED AND, THEREFORE, ENTITLED TO VOTE

CLASS II: As of the Filing Date, the Debtors were indebted to Pentucket in the amount of \$735,198.34. Pentucket is the holder of a first mortgage on the East Broadway Property in the approximate amount of \$735,198.34, exclusive of all post-petition interest, attorney's fees, expenses, and other costs that may continue to accrue. This amount does not include any adequate protection payments made during the pendency of this case, which may have been applied to their claim. The East Broadway Property has a fair market value of approximately \$1,400,000.00. On information and belief, Pentucket is foreclosing on the East Broadway Property and Maroney and Watts have the East Broadway Property listed for sale. In the event that the East Broadway Property does not generate enough proceeds from either the sale or the foreclosure to satisfy the Claim in this Class, Pentucket will have a deficiency claim as a general unsecured creditor in Class X of this Plan. This Class is not impaired and not entitled to vote on the Plan unless a deficiency arise from the sale or foreclosure of the East Broadway Property, in which case, this Class will be entitled to vote as a Class XI general unsecured creditor.

THIS CLASS IS NOT IMPAIRED AND, THEREFORE, NOT ENTITLED TO VOTE

CLASS III: As of the Filing Date, CLOS was indebted to SBGG in the amount of \$1,288,000.20. The Debtors will give SBGG a secured claim in the amount of \$25,000.00 payable in accordance with the terms of this Plan. CLCG will make sixty (60) equal monthly payments of \$417.00 to this Class beginning on the Effective Date. The remaining outstanding balance in the amount of \$1,263,000.20 will be wholly unsecured and treated pursuant to the provisions for Class X.

CLOS acknowledges that SBGG holds, in accordance with a certain Mortgage dated January 27, 2010, recorded in the Essex South Registry of Deeds in Book 29244, Page 143, as affected by assignments recorded in said Registry in Book 29508, Page 480 and Book 29531, Page 221, a valid, perfected and enforceable second mortgage in the North Broadway Property to secure payment under a Promissory Note of even date in the stated original amount of \$700,000.00. SBGG shall retain, following the Effective Date of the Plan, their second mortgage referred to herein, and any deficiency they may have in Class X, which mortgage has been modified herein, are hereby ratified and reaffirmed in their entirety by the parties thereto and which shall continue in full force and effect following the Effective Date of the Plan, until the earlier of the claim as stated herein is paid in full or 60 monthly payments have been made. Upon the receipt of the last payment, SBGG shall, within forty-five (45) days, record a discharge of the Mortgage referred to herein with the Essex South Registry of Deeds.

THIS CLASS IS IMPAIRED AND, THEREFORE, ENTITLED TO VOTE

CLASS IV: As of the Filing Date, CLGC was indebted to the IRS for outstanding withholding taxes in the amount of \$185,417.31. This amount does not include any adequate protection payments made during the pendency of this case, which will total \$35,100.00 as of September 1, 2017. The IRS is in a secured position behind the security interests of Pentucket

on the CLGC Property. Based on the value of the CLGC Property, the IRS is wholly unsecured and shall have a priority claim in the amount of \$144,079.89, less the adequate protection payments as stated herein, for a total priority claim \$ 108,979.89, plus interest at the rate of 4% per annum from the Filing Date .² Monthly payments to this Class in the amount of \$2,184.00, inclusive of the interest, will begin immediately upon an Order entered by the Bankruptcy Court confirming this Plan or any amended plan and will continue until the earlier of the date the claim is paid in full or within sixty (60) months following the date of the first payment. The remaining balance of \$41,337.42 consisting of penalties will be treated pursuant to the provisions for Class X unsecured creditors.

THIS CLASS IS NOT IMPAIRED AND, THEREFORE, NOT ENTITLED TO VOTE

CLASS V: As of the Filing Date, CLGC was indebted to the DUA for outstanding unemployment taxes in the amount of \$78,477.39. The DUA is in a secured position behind the security interests of Pentucket on the CLGC Property. Based on the value of the CLGC Property, the DUA is wholly unsecured and shall have a priority claim in the amount of \$54,492.04, plus interest at the rate of 4% per annum from the Filing Date. Monthly payments to this Class in the amount of \$1,057.00, inclusive of interest, will begin immediately upon an Order entered by the Bankruptcy Court confirming this Plan or any amended plan and will continue until the earlier of the date the claim is paid in full or within sixty (60) months following the date of the first payment. The remaining balance of \$23,985.35, which does not fall within §507(a)(8), will be treated pursuant to the provisions for Class X unsecured creditors.

THIS CLASS IS NOT IMPAIRED AND, THEREFORE, NOT ENTITLED TO VOTE

² The Debtor anticipates the Plan being confirmed on or about September 2017. This footnote applies to all claims in Classes IV through IX.

CLASS VI: As of the Filing Date, CLGC was indebted to the MDOR for outstanding sales taxes in the amount of \$29,682.65. The MDOR is in a secured position behind the security interests of Pentucket on the CLGC Property. Based on the value of the CLGC Property, the MDOR is wholly unsecured and shall have a priority claim in the amount of \$24,538.36, plus interest at the rate of 4% per annum from the Filing Date. Monthly payments to this Class in the amount of \$485.00, inclusive of interest, will begin immediately upon an Order entered by the Bankruptcy Court confirming this Plan or any amended plan and will continue until the earlier of the date the claim is paid in full or within sixty (60) months following the date of the first payment. The remaining balance of \$5,144.29 consisting of penalties will be treated pursuant to the provisions for Class X unsecured creditors.

THIS CLASS IS NOT IMPAIRED AND, THEREFORE, NOT ENTITLED TO VOTE

CLASS VII: As of the Filing Date, CLGC is indebted to the MDOR for outstanding withholding taxes in the amount of \$7,932.00. The MDOR is in a secured position behind the security interests of Pentucket on the CLGC Property. Based on the value of the CLGC Property, the MDOR is wholly unsecured and shall have a priority claim in the amount of \$7,394.27, plus interest at the rate of 4% per annum from the Filing Date. Monthly payments to this Class in the amount of \$146.00, inclusive of interest at the rate of 4% per annum, will begin immediately upon an Order entered by the Bankruptcy Court confirming this Plan or any amended plan and will continue until the earlier of the date the claim is paid in full or within sixty (60) months following the date of the first payment. The remaining balance of \$537.73 consisting of penalties will be treated pursuant to the provisions for Class X unsecured creditors.

THIS CLASS IS NOT IMPAIRED AND, THEREFORE, NOT ENTITLED TO VOTE

CLASS VIII: As of the Filing Date, CLGC was indebted to the MDOR for outstanding sales tax on meals in the amount of \$6,949.41. The MDOR is in a secured position behind the security interests of Pentucket on the CLGC Property. Based on the value of the CLGC Property, the MDOR is wholly unsecured and shall have a priority claim in the amount of \$6,571.77, plus interest at the rate of 4% per annum from the Filing Date. Monthly payments to this Class in the amount of \$130.00, inclusive of interest, will begin immediately upon an Order entered by the Bankruptcy Court confirming this Plan or any amended plan and will continue until the earlier of the date the claim is paid in full or within sixty (60) months following the date of the first payment. The remaining balance of \$377.64 consisting of penalties will be treated pursuant to the provisions for Class X unsecured creditors.

THIS CLASS IS NOT IMPAIRED AND, THEREFORE, NOT ENTITLED TO VOTE

CLASS IX: As of the Filing Date, CLGC was indebted to Haverhill for outstanding personal property taxes in the amount of \$4,380.71. Monthly payments to this Class in the amount of \$86.58, inclusive of interest at the rate of 4% per annum from the Filing Date, will begin immediately upon an Order entered by the Bankruptcy Court confirming this Plan or any amended plan and will continue until the earlier of the date the claim is paid in full or within sixty (60) months following the date of the first payment.

THIS CLASS IS NOT IMPAIRED AND, THEREFORE, NOT ENTITLED TO VOTE

CLASS X: The Debtors estimates that the Class X unsecured claims to be paid under this Plan are approximately \$1,527,163.88, which consists of all scheduled, filed claims, and deficiency and/or under-secured claims from Classes I through IX. The Class X creditors will be paid a five percent (5%) distribution to be paid in five equal annual payments in the amount of \$15,272.00 with the first payment being made on the Effective Date of this Plan and each of the

remaining four payments on the anniversary date thereafter. This Class is impaired and, therefore, entitled to vote.

THIS CLASS IS IMPAIRED AND, THEREFORE, ENTITLED TO VOTE

ARTICLE V: TREATMENT OF UNCLASSIFIED CLAIMS

All claims for administrative expenses, as that term is defined in 11 U.S.C. 503(b) and 507(a)(1), which are approved by the Debtors or allowed by the Court, including such petitions for fees as may be allowed by the Court, shall be paid in full in cash on the Effective Date or such other time as may be agreed upon by the Debtors and the individual administrative claimants when there are not enough funds in the DIP to cover full payment upon Confirmation. The administrative expenses to be paid will be fees and expenses awarded to Counsels to the Debtors and the Accountant to CLGC.

ARTICLE VI: MEANS FOR IMPLEMENTATION OF THE PLAN

The Debtors will retain all property of the estates contained in Classes I and III. CLGC will continue to operate its business in the normal course and operating income will be used to fund the Plan.

ARTICLE VII: TREATMENT OF EXECUTORY CONTRACTS

The Debtors are parties to a ninety-nine (99) year lease on the CLOS Property, which, upon confirmation, the Debtors will assume.

ARTICLE VIII: RETENTION OF JURISDICTION

The Court shall retain jurisdiction over these cases pursuant to the provision of Chapter 11 of the Bankruptcy Code in respect to all matters necessary to consummate the within cases, including, but not limited to, the following matters:

1. To enable the Debtors to consummate any and all proceedings which may be brought to set aside liens or encumbrances, to determine the validity, extent, amount, and enforceability of any lien or to recover any preferential transfer, fraudulent conveyance, or claims for damages to which the Debtors may be entitled under applicable provisions of the Bankruptcy Code or other Federal, State or Local Statute or Ordinance;

2. To adjudicate and decide all controversies concerning the classification, allowance or reconsideration of allowance of any claim or equity security interests including, without limitation, the liquidation of claims in connection with any proofs of claim scheduled by the Debtors as disputed, contingent or un-liquidated;

3. To adjudicate all claims of security or relative to the ownership interest in any of the Debtors' property or any proceeds thereof;

4. To recover all assets and property of the Debtors wherever located;

5. To obtain such other orders as may be necessary or appropriate to implement the provision of the Plan.

ARTICLE IX: MISCELLANEOUS PROVISIONS

1. This Plan may be altered, amended or modified only by the Debtors before, on, or after the Confirmation Date as provided in 11 U.S.C. §1127.

2. The Debtors reserve the right to revoke and withdraw the Plan prior to the Confirmation Date. If the Debtors revoke or withdraw the Plan, then the Plan shall be deemed null and void and, in such event, nothing contained herein shall be deemed to constitute a waiver or release of any claims by or against the Debtors or any other person or to prejudice in any manner the rights of the Debtors or any person in any further proceedings involving the Debtors.

Respectfully submitted,

Date: July 21, 2017

CRYSTAL LAKE GOLF CLUB, LLC

By its attorneys,

/s/ Richard A. Mestone

Richard A. Mestone (BBO# 642789)

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Respectfully submitted,

CRYSTAL LAKE OPEN SPACE, INC.

By its attorney,

/s/ Herbert Weinberg

Herbert Weinberg (BBO# 550415)

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Exhibit B

Projected Budget

CRYSTAL LAKE GOLF CLUB, LLC - CHAPTER 11 CASE NO. 16-41324-CJP

**EXHIBIT B TO FIRST AMENDED DISCLOSURE STATEMENT
PROJECTED FIRST YEAR CASH FLOW POST CONFIRMATION**

	<u>Oct. 17</u>	<u>Nov-17</u>	<u>Dec-17</u>	<u>Jan-18</u>	<u>Feb-18</u>	<u>Mar-18</u>	<u>Apr-18</u>	<u>May-18</u>	<u>Jun-18</u>	<u>Jul-18</u>	<u>Aug-18</u>	<u>Sep-18</u>	<u>Totals</u>
Cash Balance Beginning	75,000	102,620	114,049	86,373	65,593	37,997	15,592	16,666	23,988	66,501	110,639	142,961	
Revenue	70,000	50,000	10,000	0	0	0	65,000	115,000	145,000	145,000	140,000	115,000	855,000
Cost of Goods Sold	-10,000	-5,000	0	0	0	0	-25,000	-50,000	-50,000	-50,000	-50,000	-50,000	-290,000
Gross Profit	60,000	45,000	10,000	0	0	0	40,000	65,000	95,000	95,000	90,000	65,000	565,000
Gross Profit	60,000	45,000	10,000	0	0	0	40,000	65,000	95,000	95,000	90,000	65,000	565,000
Operating Expenses:													
Repairs/Maintenance	250	250	0	0	0	0	250	250	250	250	250	250	2,000
Office Expense	500	300	0	0	0	0	1,200	1,200	1,200	1,200	1,200	1,200	8,000
Salaries/Wages	10,000	5,000	0	0	0	0	15,000	26,000	26,000	26,000	26,000	20,000	154,000
Payroll Taxes	850	425	0	0	0	0	1,275	2,210	2,210	2,210	2,210	1,700	13,090
Rent/Lease	1,789	1,789	1,789	1,789	1,789	1,789	2,211	2,211	2,211	2,211	2,211	2,211	24,000
Real Estate Taxes	0	6,816	0	0	6,816	0	6,816	0	6,816	0	6,816	0	27,265
Insurance	1,667	1,667	1,667	1,667	1,667	1,667	1,667	1,667	1,667	1,667	1,667	1,667	20,004
Other G&A	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	24,000
Total Expenses	17,056	18,247	5,456	5,456	12,272	5,456	23,603	42,354	35,538	35,538	42,354	29,028	272,359
Net Profit Before Plan Payments	42,944	26,753	4,544	-5,456	-12,272	-5,456	16,397	22,646	59,462	59,462	47,646	35,972	292,641
Plan Payments:													
Pentucket Bank	10,818	10,818	10,818	10,818	10,818	10,818	10,818	10,818	10,818	10,818	10,818	10,818	129,816
SBGG	417	417	417	417	417	417	417	417	417	417	417	417	5,004
Internal Revenue Service	2,184	2,184	2,184	2,184	2,184	2,184	2,184	2,184	2,184	2,184	2,184	2,184	26,210
DUA	1,057	1,057	1,057	1,057	1,057	1,057	1,057	1,057	1,057	1,057	1,057	1,057	12,684
City of Haverhill Excise	87	87	87	87	87	87	87	87	87	87	87	87	1,039
MA DOR/Sales Tax	485	485	485	485	485	485	485	485	485	485	485	485	5,819
MA DOR/Withholding	146	146	146	146	146	146	146	146	146	146	146	146	1,753
MA DOR/Meals Tax	130	130	130	130	130	130	130	130	130	130	130	130	1,559
Unsecured Creditors	0	0	15,272	0	0	0	0	0	0	0	0	0	15,272
US Trustee Fees	0	0	1,625	0	0	1,625	0	0	1,625	0	0	1,625	6,500
Total Plan Payments	15,324	15,324	32,221	15,324	15,324	16,949	15,324	15,324	16,949	15,324	15,324	16,949	205,656
Net Cash Flow	27,620	11,429	-27,677	-20,780	-27,596	-22,405	1,073	7,322	42,513	44,138	32,322	19,023	86,985
Ending Cash Balance	102,620	114,049	86,373	65,593	37,997	15,592	16,666	23,988	66,501	110,639	142,961	161,985	

CRYSTAL LAKE GOLF CLUB, LLC CHAPTER 11 CASE NO. 16-41324-GJP
EXHIBIT B TO FIRST AMENDED DISCLOSURE STATEMENT
PROJECTED SECOND YEAR CASH FLOW POST CONFIRMATION

	<u>Oct. 18</u>	<u>Nov-18</u>	<u>Dec-18</u>	<u>Jan-19</u>	<u>Feb-19</u>	<u>Mar-19</u>	<u>Apr-19</u>	<u>May-19</u>	<u>Jun-19</u>	<u>Jul-19</u>	<u>Aug-19</u>	<u>Sep-19</u>	<u>Totals</u>
Cash Balance Beginning	161,985	180,614	187,864	160,328	139,440	111,735	90,846	77,197	85,684	131,763	177,841	211,953	
Revenue	71,750	51,250	10,250	0	0	0	51,250	117,875	153,750	153,750	143,500	117,875	871,250
Cost of Goods Sold	-20,400	-10,200	0	0	0	0	-25,500	-51,000	-56,100	-56,100	-51,000	-51,000	-321,300
Gross Profit	51,350	41,050	10,250	0	0	0	25,750	66,875	97,650	97,650	92,500	66,875	549,950
Gross Profit	51,350	41,050	10,250	0	0	0	25,750	66,875	97,650	97,650	92,500	66,875	549,950
Operating Expenses:													
Repairs/Maintenance	255	255	0	0	0	0	255	255	255	255	255	255	2,040
Office Expense	510	306	0	0	0	0	1,224	1,224	1,224	1,224	1,224	1,224	8,160
Salaries/Wages	10,200	5,100	0	0	0	0	15,300	26,520	26,520	26,520	26,520	20,400	157,080
Payroll Taxes	867	434	0	0	0	0	1,301	2,254	2,254	2,254	2,254	1,734	13,352
Rent/Lease	1,825	1,825	1,825	1,825	1,825	1,825	2,255	2,255	2,255	2,255	2,255	2,255	24,480
Real Estate Taxes	0	6,816	0	0	6,816	0	0	6,816	0	0	6,816	0	27,265
Insurance	1,700	1,700	1,700	1,700	1,700	1,700	1,700	1,700	1,700	1,700	1,700	1,700	20,400
Other G&A	2,040	2,040	2,040	2,040	2,040	2,040	2,040	2,040	2,040	2,040	2,040	2,040	24,480
Total Expenses	17,397	18,476	5,565	5,565	12,381	5,565	24,075	43,064	36,248	36,248	43,064	29,608	277,257
Net Profit Before Plan Payments	33,953	22,574	4,685	-5,565	-12,381	-5,565	1,675	23,811	61,402	61,402	49,436	37,267	272,693
Plan Payments:													
Pentucket Bank	10,818	10,818	10,818	10,818	10,818	10,818	10,818	10,818	10,818	10,818	10,818	10,818	129,816
SBGG	417	417	417	417	417	417	417	417	417	417	417	417	5,004
Internal Revenue Service	2,184	2,184	2,184	2,184	2,184	2,184	2,184	2,184	2,184	2,184	2,184	2,184	26,210
DUA	1,057	1,057	1,057	1,057	1,057	1,057	1,057	1,057	1,057	1,057	1,057	1,057	12,684
City of Haverhill Excise	87	87	87	87	87	87	87	87	87	87	87	87	1,039
MA DOR/Sales Tax	485	485	485	485	485	485	485	485	485	485	485	485	5,819
MA DOR/Withholding	146	146	146	146	146	146	146	146	146	146	146	146	1,753
MA DOR/Meals Tax	130	130	130	130	130	130	130	130	130	130	130	130	1,559
Unsecured Creditors	0	0	15,272	0	0	0	0	0	0	0	0	0	15,272
US Trustee Fees	0	0	1,625	0	0	0	0	0	0	0	0	0	1,625
Total Plan Payments	15,324	15,324	32,221	15,324	15,324	15,324	15,324	15,324	15,324	15,324	15,324	15,324	200,781
Net Cash Flow	18,629	7,250	-27,536	-20,889	-27,705	-20,889	-13,649	8,487	46,078	46,078	34,112	21,943	71,912
Ending Cash Balance	180,614	187,864	160,328	139,440	111,735	90,846	77,197	85,684	131,763	177,841	211,953	233,896	

CRYSTAL LAKE GOLF CLUB, LLC CHAPTER 11 CASE NO. 16-41324-CJP

EXHIBIT B TO FIRST AMENDED DISCLOSURE STATEMENT

PROJECTED THIRD YEAR CASH FLOW POST CONFIRMATION

	Oct. 19	Nov-19	Dec-19	Jan-20	Feb-20	Mar-20	Apr-20	May-20	Jun-20	Jul-20	Aug-20	Sep-20	Totals
Cash Balance Beginning	233,896	253,534	261,605	235,834	214,835	187,020	#####	152,651	162,302	210,319	258,336	294,238	
Revenue	73,500	52,500	10,500	0	0	0	52,500	120,750	157,500	157,500	147,000	120,750	892,500
Cost of Goods Sold	-20,800	-10,400	0	0	0	0	-26,000	-52,000	-57,200	-57,200	-52,000	-52,000	-327,600
Gross Profit	52,700	42,100	10,500	0	0	0	26,500	68,750	100,300	100,300	95,000	68,750	564,900
Gross Profit	52,700	42,100	10,500	0	0	0	26,500	68,750	100,300	100,300	95,000	68,750	564,900
Operating Expenses:													
Repairs/Maintenance	260	260	0	0	0	0	260	260	260	260	260	260	2,080
Office Expense	520	312	0	0	0	0	1,248	1,248	1,248	1,248	1,248	1,248	8,320
Salaries/Wages	10,400	5,200	0	0	0	0	15,600	27,040	27,040	27,040	27,040	20,800	160,160
Payroll Taxes	884	442	0	0	0	0	1,326	2,298	2,298	2,298	2,298	1,768	13,612
Rent/Lease	1,861	1,861	1,861	1,861	1,861	1,861	2,299	2,299	2,299	2,299	2,299	2,299	24,960
Real Estate Taxes	0	6,816	0	0	6,816	0	0	6,816	0	0	6,816	0	27,265
Insurance	1,734	1,734	1,734	1,734	1,734	1,734	1,734	1,734	1,734	1,734	1,734	1,734	20,808
Other G&A	2,080	2,080	2,080	2,080	2,080	2,080	2,080	2,080	2,080	2,080	2,080	2,080	24,960
Total Expenses	17,739	18,705	5,675	5,675	12,491	5,675	24,547	43,775	36,959	36,959	43,775	30,189	282,165
Net Profit Before Plan Payments	34,961	23,395	4,825	-5,675	-12,491	-5,675	1,953	24,975	63,341	63,341	51,225	38,561	282,735
Plan Payments:													
Pentucket Bank	10,818	10,818	10,818	10,818	10,818	10,818	10,818	10,818	10,818	10,818	10,818	10,818	129,816
SBGG	417	417	417	417	417	417	417	417	417	417	417	417	5,004
Internal Revenue Service	2,184	2,184	2,184	2,184	2,184	2,184	2,184	2,184	2,184	2,184	2,184	2,184	26,210
DUA	1,057	1,057	1,057	1,057	1,057	1,057	1,057	1,057	1,057	1,057	1,057	1,057	12,684
City of Haverhill Excise	87	87	87	87	87	87	87	87	87	87	87	87	1,039
MA DOR/Sales Tax	485	485	485	485	485	485	485	485	485	485	485	485	5,819
MA DOR/Withholding	146	146	146	146	146	146	146	146	146	146	146	146	1,753
MA DOR/Meals Tax	130	130	130	130	130	130	130	130	130	130	130	130	1,559
Unsecured Creditors	0	0	15,272	0	0	0	0	0	0	0	0	0	15,272
Total Plan Payments	15,324	15,324	30,596	15,324	15,324	15,324	15,324	15,324	15,324	15,324	15,324	15,324	199,156
Net Cash Flow	19,637	8,071	-25,771	-20,999	-27,815	-20,999	-13,371	9,651	48,017	48,017	35,901	23,237	83,579
Ending Cash Balance	253,534	261,605	235,834	214,835	187,020	166,022	#####	162,302	210,319	258,336	294,238	317,475	

EXHIBIT B TO FIRST AMENDED DISCLOSURE STATEMENT
PROJECTED FOURTH YEAR CASH FLOW POST CONFIRMATION

	Oct. 20	Nov-20	Dec-20	Jan-21	Feb-21	Mar-21	Apr-21	May-21	Jun-21	Jul-21	Aug-21	Sep-21	Totals
Cash Balance Beginning	317,475	338,122	347,015	214,790	193,683	159,526	138,419	125,326	136,140	186,095	236,050	273,739	
Revenue	75,250	53,750	10,750	0	0	0	53,750	123,625	161,250	161,250	150,500	123,625	913,750
Cost of Goods Sold	-21,200	-10,600	0	0	0	0	-26,500	-53,000	-58,300	-58,300	-53,000	-53,000	-333,900
Gross Profit	54,050	43,150	10,750	0	0	0	27,250	70,625	102,950	102,950	97,500	70,625	579,850
Gross Profit	54,050	43,150	10,750	0	0	0	27,250	70,625	102,950	102,950	97,500	70,625	579,850
Operating Expenses:													
Repairs/Maintenance	265	265	0	0	0	0	265	265	265	265	265	265	2,120
Office Expense	530	318	0	0	0	0	1,272	1,272	1,272	1,272	1,272	1,272	8,480
Salaries/Wages	10,600	5,300	0	0	0	0	15,900	27,560	27,560	27,560	27,560	21,200	163,240
Payroll Taxes	901	451	0	0	0	0	1,352	2,343	2,343	2,343	2,343	1,802	13,878
Rent/Lease	1,896	1,896	1,896	1,896	1,896	1,896	2,344	2,344	2,344	2,344	2,344	2,344	25,440
Real Estate Taxes	0	6,816	0	0	6,816	0	0	6,816	0	0	6,816	0	27,265
Insurance	1,767	1,767	1,767	1,767	1,767	1,767	1,767	1,767	1,767	1,767	1,767	1,767	21,204
Other G&A	2,120	2,120	2,120	2,120	2,120	2,120	2,120	2,120	2,120	2,120	2,120	2,120	25,440
Total Expenses	18,079	18,933	5,783	5,783	12,599	5,783	25,020	44,487	37,671	37,671	44,487	30,770	287,067
Net Profit Before Plan Payments	35,971	24,217	4,967	-5,783	-12,599	-5,783	2,230	26,138	65,279	65,279	53,013	39,855	292,783
Plan Payments:													
Pentucket Bank	10,818	10,818	10,818	10,818	10,818	10,818	10,818	10,818	10,818	10,818	10,818	10,818	129,816
SBGG	417	417	417	417	417	417	417	417	417	417	417	417	5,004
Internal Revenue Service	2,184	2,184	2,184	2,184	2,184	2,184	2,184	2,184	2,184	2,184	2,184	2,184	26,210
DUA	1,057	1,057	1,057	1,057	1,057	1,057	1,057	1,057	1,057	1,057	1,057	1,057	12,684
City of Haverhill Excise	87	87	87	87	87	87	87	87	87	87	87	87	1,039
MA DOR/Sales Tax	485	485	485	485	485	485	485	485	485	485	485	485	5,819
MA DOR/Withholding	146	146	146	146	146	146	146	146	146	146	146	146	1,753
MA DOR/Meals Tax	130	130	130	130	130	130	130	130	130	130	130	130	1,559
Unsecured Creditors	0	0	15,272	0	0	0	0	0	0	0	0	0	15,272
Total Plan Payments	15,324	15,324	30,596	15,324	15,324	15,324	15,324	15,324	15,324	15,324	15,324	15,324	199,156
Net Cash Flow	20,647	8,893	-25,629	-21,107	-27,923	-21,107	-13,094	10,814	49,955	49,955	37,689	24,531	93,627
Ending Cash Balance	338,122	347,015	214,790	193,683	159,526	138,419	125,326	136,140	186,095	236,050	273,739	298,271	

CRYSTAL LAKE GOLF CLUB, LLC CHAPTER 11 CASE NO. 16-41324-CJP
EXHIBIT B TO FIRST AMENDED DISCLOSURE STATEMENT
PROJECTED FIFTH YEAR CASH FLOW POST CONFIRMATION

	<u>Oct. 21</u>	<u>Nov-21</u>	<u>Dec-21</u>	<u>Jan-22</u>	<u>Feb-22</u>	<u>Mar-22</u>	<u>Apr-22</u>	<u>May-22</u>	<u>Jun-22</u>	<u>Jul-22</u>	<u>Aug-22</u>	<u>Sep-22</u>	<u>Totals</u>
Cash Balance Beginning	298,271	319,927	329,642	304,154	282,939	254,907	233,691	220,876	232,855	284,751	340,735	384,302	
Revenue	77,000	55,000	11,000	0	0	0	55,000	126,500	165,000	165,000	154,000	126,500	935,000
Cost of Goods Sold	-21,600	-10,800	0	0	0	0	-27,000	-54,000	-59,400	-59,400	-54,000	-54,000	-340,200
Gross Profit	55,400	44,200	11,000	0	0	0	28,000	72,500	105,600	105,600	100,000	72,500	594,800
Gross Profit	55,400	44,200	11,000	0	0	0	28,000	72,500	105,600	105,600	100,000	72,500	594,800
Operating Expenses:													
Repairs/Maintenance	270	270	0	0	0	0	270	270	270	270	270	270	2,160
Office Expense	540	324	0	0	0	0	1,296	1,296	1,296	1,296	1,296	1,296	8,640
Salaries/Wages	10,800	5,400	0	0	0	0	16,200	28,080	28,080	28,080	28,080	21,600	166,320
Payroll Taxes	918	459	0	0	0	0	1,377	2,387	2,387	2,387	2,387	1,836	14,138
Rent/Lease	1,932	1,932	1,932	1,932	1,932	1,932	2,388	2,388	2,388	2,388	2,388	2,388	25,920
Real Estate Taxes	0	6,816	0	0	6,816	0	0	6,816	0	0	6,816	0	27,265
Insurance	1,800	1,800	1,800	1,800	1,800	1,800	1,800	1,800	1,800	1,800	1,800	1,800	21,600
Other G&A	2,160	2,160	2,160	2,160	2,160	2,160	2,160	2,160	2,160	2,160	2,160	2,160	25,920
Total Expenses	18,420	19,161	5,892	5,892	12,708	5,892	25,491	45,197	38,381	38,381	45,197	31,350	291,963
Net Profit Before Plan Payments	36,980	25,039	5,108	-5,892	-12,708	-5,892	2,509	27,303	67,219	67,219	54,803	41,150	302,837
Plan Payments:													
Pentucket Bank	10,818	10,818	10,818	10,818	10,818	10,818	10,818	10,818	10,818	10,818	10,818	10,818	129,816
SBGG	417	417	417	417	417	417	417	417	417	417	417	417	5,004
Internal Revenue Service	2,184	2,184	2,184	2,184	2,184	2,184	2,184	2,184	2,184	0	0	0	19,658
DUA	1,057	1,057	1,057	1,057	1,057	1,057	1,057	1,057	1,057	0	0	0	9,513
City of Haverhill Excise	87	87	87	87	87	87	87	87	87	0	0	0	779
MA DOR/Sales Tax	485	485	485	485	485	485	485	485	485	0	0	0	4,364
MA DOR/Withholding	146	146	146	146	146	146	146	146	146	0	0	0	1,315
MA DOR/Meals Tax	130	130	130	130	130	130	130	130	130	0	0	0	1,169
Unsecured Creditors	0	0	15,272	0	0	0	0	0	0	0	0	0	15,272
Total Plan Payments	15,324	15,324	30,596	15,324	15,324	15,324	15,324	15,324	15,324	11,235	11,235	11,235	186,890
Net Cash Flow	21,656	9,715	-25,488	-21,216	-28,032	-21,216	-12,815	11,979	51,895	55,984	43,568	29,915	115,947
Ending Cash Balance	319,927	329,642	304,154	282,939	254,907	233,691	220,876	232,855	284,751	340,735	384,302	414,217	

**CRYSTAL LAKE GOLF CLUB, LLC CHAPTER 11 CASE NO. 16-41324-CJP
5 YEAR PROJECTED BUDGET**

POST-CONFIRMATION

	<u>Year One</u>	<u>Year Two</u>	<u>Year Three</u>	<u>Year Four</u>	<u>Year Five</u>
Debtor Income					
Revenue	\$ 855,000	\$ 871,250	\$ 892,500	\$ 913,750	\$ 935,000
Cost of Goods Sold	\$ (290,000)	\$ (321,300)	\$ (327,600)	\$ (333,900)	\$ (340,200)
Total Income	\$ 565,000	\$ 549,950	\$ 564,900	\$ 579,850	\$ 594,800
Debtor Expenses					
Repairs/Maintenance	\$ 2,000	\$ 2,040	\$ 2,080	\$ 2,120	\$ 2,160
Office Expense	\$ 8,000	\$ 8,160	\$ 8,320	\$ 8,480	\$ 8,640
Salaries/Wages	\$ 154,000	\$ 157,080	\$ 160,160	\$ 163,240	\$ 166,320
Payroll Taxes	\$ 13,090	\$ 13,352	\$ 13,612	\$ 13,878	\$ 14,138
Rent/Lease	\$ 24,000	\$ 24,480	\$ 24,960	\$ 25,440	\$ 25,920
Real Estate Taxes	\$ 27,265	\$ 27,265	\$ 27,265	\$ 27,265	\$ 27,265
Insurance	\$ 20,004	\$ 20,400	\$ 20,808	\$ 21,204	\$ 21,600
Other G&A	\$ 24,000	\$ 24,480	\$ 24,960	\$ 25,440	\$ 25,920
Total Expenses	\$ 272,359	\$ 277,257	\$ 282,165	\$ 287,067	\$ 291,963
Net Income/(Loss)	\$ 292,641	\$ 272,693	\$ 282,735	\$ 292,783	\$ 302,837