

UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISIO

In Re:

Harvest CCP, LLC,

Debtor.

Case No. 17-46596-mar
Hon. Mark A. Randon
Chapter 11

COMBINED DISCLOSURE STATEMENT AND PLAN OF LIQUIDATION

I. LIQUIDATING PLAN - Harvest CCP LLC ("Debtor") proposes the following Plan of Liquidation:

A. DEFINITIONS

The following terms used in the Debtor's Combined Disclosure Statement and Plan of Reorganization shall, unless the context otherwise requires or unless specifically stated otherwise, have the meanings specified below:

1.1 Administrative Expense: shall mean any Claim entitled to priority under 11 USC §507(a)(1) incurred by the Debtor from and after the "Petition Date" (hereinafter defined) to and including the "Confirmation Date" (hereinafter defined) which was incurred in the ordinary course of Debtor's business.

1.2 Allowed Claim: shall mean a "Claim" (hereinafter defined) or such a portion of a Claim (a) that has been timely filed with the Clerk of the Court or such other Person as the Court may direct (or may have directed) and which has not been objected to or which is listed by the Debtor as not disputed, not contingent, or unliquidated in the Schedules, in each case within such time as may be prescribed by the Bankruptcy Rules promulgated by the Supreme Court of the United States which became effective on August 1, 1987, as heretofore or hereafter amended, or by a Final Order of the Court or (b) that has been allowed by a Final Order of the Court. Unless otherwise specified herein or by Final Order, "Allowed Claim" shall not include post-petition interest on such Claim.

1.3 Bankruptcy Actions: shall mean and include all causes or rights of action arising by virtue of §§505, 542, 544, 545, 547, 548, 549, 550 and 553 of the Code against any Entity.

1.4 Bankruptcy Code: shall mean the Bankruptcy Code, 11 USC §101 et seq., in effect on the Petition Date, as it has been or may be amended from time to time to the extent such amendments are applicable to the Case.

1.5 Business Day: shall mean any day except a Saturday, Sunday or other day on which commercial banks in Detroit, Michigan are authorized or required by law to close.

1.6 Case: shall mean the case under Chapter 11 of the Code presently captioned In re Harvest CCP LLC , Case Number 17-46596, Honorable Mark Randon.

1.7 Claim: shall mean a Claim against the Debtor within the meaning of §101(5) of the Code that arose before the Confirmation Date, whether known or unknown, excluding current payables incurred in the ordinary course of business after the Petition Date.

1.8 Confirmation Date: shall mean the date of entry by the Court of the Confirmation Order.

1.9 Confirmation Order: shall mean the order of the Court confirming the Plan.

1.10 Counsel: shall mean Goldstein Bershad & Fried, P.C.

1.11 Court: shall mean the United States Bankruptcy Court for the Eastern District of Michigan, Southern Division, and, with respect to any particular proceeding within the Case, any other court which may be exercising jurisdiction over such proceeding.

1.12 Creditor: shall mean any entity who holds an Allowed Claim against the Debtor that arose on or before the Petition Date and/or a Claim of any kind specified in §502(g), (h) or (l) of the Code.

1.13 Debtor: shall mean, Harvest CCP, LLC

1.14 Deficiency Claim: shall be the portion of a Creditor's Allowed Claim which is in excess of the value of such Creditor's interest in all property securing such Allowed Claim.

1.15 Disclosure Statement: shall mean that portion of this Combined Disclosure Statement and Plan or Reorganization captioned "Disclosure Statement."

1.16 Effective Date: means the first business day on which all conditions to consummation of the Plan have been satisfied or waived as provided in this Plan, provided that in the event all conditions have not been satisfied within 14 days after the Confirmation Order becomes a Final Order, all such conditions are deemed waived unless extended by the court upon motion by the Debtor or any other party-in-interest.

1.17 Equity Security Holder: shall mean the majority Individual Shareholder of the Debtor, who is Richard Glisky, (100% of membership interest).

1.18 Estate Property: shall mean all of the Debtor's property that is "Property of

Estate” as defined in Section 541 of the Code.

1.19 Final Order: shall mean (a) a judgment, order, or other decree issued and entered by the Court or by any state or other federal court or other tribunal located in one of the states, territories or possessions of the United States or the District of Columbia, which judgment, order, or other decree (1) has not been reversed or stayed and as to which time to appeal has expired and as to which no appeal or petition for review, rehearing, or certiorari is pending; (2) with respect to which any appeal has been finally decided and no further appeal, or petition for review, rehearing, or certiorari can be taken or granted; or (3) a stipulation or other agreement entered into which has the effect of any such judgment, order or other decree.

1.20 Insider: shall have the meaning set forth in Section 101(3) of the Bankruptcy Code.

1.21 Person: shall mean an individual, corporation, partnership, association, joint stock company, joint venture, estate, trust, unincorporated organization, government, or any political subdivision thereof, or other entity.

1.22 Petition Date: shall mean May 1, 2017, the date on which the Debtor filed its Chapter 11 Petition with the Court.

1.23 Plan: shall mean this Chapter 11 Plan of Reorganization, as it may be amended or modified from time to time.

1.24 Professional Person: shall mean Persons retained or to be compensated pursuant to §§326, 327, 330, 503(b) and 1103 of the Code.

1.25 Pro Rata: shall mean the proportion that the amount of a Claim in a particular class bears to the aggregate amount of all Claims which are entitled to a particular distribution (including undetermined Claims until disallowed by a Final Order) in such Class.

1.26 Rules: shall mean the rules of procedure in bankruptcy cases applicable to cases pending before the Court, as amended.

1.27 Schedules: shall mean the Debtor’s bankruptcy schedules heretofore filed by Debtor with the Clerk of the Court pursuant to Bankruptcy Rule 1007, as they have been or may be amended from time to time.

1.28 Secured Creditors: means a claim that is secured by a Lien on the Property or that is subject to setoff under 553 of the Bankruptcy Code, to the extent of the value of the Claim holder’s interest in the applicable Estate’s interest in such property or the extent of the amount subject to setoff; as applicable, as determined pursuant to sections 506(a) and if applicable, 1129(6) of the Bankruptcy Code.

1.29 Financing Documents shall mean the loan documents for the Secured Creditors.

B. CLASSIFICATION OF CLAIMS AND INTERESTS

For purposes of this Plan, Claims and Interests are classified as follows:

1. Administrative Claims. Any claim including, but not limited to, Claims for compensation of professionals made pursuant to §330 of the Bankruptcy Code ("Code") and claims entitled to administrative priority pursuant to §507(a)(1) of the Code, including all fees payable under 28 USC §1930. Post-petition debt incurred in the ordinary course of business by the Debtor will not be paid as administrative claims as set forth below, but will be paid in the ordinary course of the Debtor's business. Counsel shall be treated as Administrative Expense Claims. Counsel anticipates approximately \$10,000.00 in legal fees being due on the Effective Date of the Plan.

2. Class I- The claims of any secured creditor. Creditors in this class who have not been previously paid pursuant to Court order will be paid in full from available funds from the liquidation of the Debtor's asset. Cache Private Capital Diversified Fund holds a first mortgage secured claim on the Debtor's real property located at Island Point Rd, South Carolina.

3. Class II- The claims of any general unsecured creditor without priority.

4. Class III-The claims of the equity security holder.

C. TREATMENT OF CLAIMS, CLASSES AND INTERESTS

The holders of Allowed Claims and interests shall receive the following treatment and consideration under the Plan:

Administrative Claims. Holders of administrative claims shall be paid in full on or before the Effective Date consistent with the provisions outlined in this Plan, or as soon thereafter as the various claims shall be allowed and approved by the Court. Debtor shall pay to the United States Trustee quarterly fees due and owing on the first day after the Confirmation order becomes a final Order. Any post-petition debt incurred in the ordinary course of business by the Debtor shall be paid in the ordinary course of the Debtor's business, according to the agreed-upon terms. All payments to Professionals shall be made only after orders are entered by the Bankruptcy Court awarding fees and expenses to the various professionals. The bar date for Filing and Administrative Claim other than for professional fees will be 30 days after the Effective Date ("Administrative Claim Bar Date"). Debtor shall pay to the United States Trustee the appropriate sums required pursuant to 28 U.S.C. §1930(a)(6). After confirmation, and until the Case is closed by the Court, Debtor and the Reorganized Debtor shall timely pay all post-confirmation fees on

all disbursements of the Debtors and the Reorganized Debtors, and shall follow all procedures of the United States Trustee for reporting and tracking such disbursements. Debtor shall pay fees payable under 28 U.S.C. §1930(a)(6) on the effective date of the plan. Debtor shall comply with 28 U.S.C. §1930(a)(6) which requires that a "quarterly fee shall be paid to the United States Trustee, for deposit in the Treasury, in each case under Chapter 11 of Title 11 for each quarter (including any fraction thereof) until the case is converted or dismissed, whichever occurs first. Debtor shall pay to the United States Trustee the appropriate sum required pursuant to 28 U.S.C. §1930(a)(6) for all quarters completed which payment shall be paid in full as of the date of Confirmation. Debtor shall continue to remit quarterly fee payments based on all disbursements, until the case is closed by order of the Court. Debtor shall continue to remit to the office of the United States Trustee all appropriate post confirmation monthly operating reports/affidavits for all relevant time periods until the case is closed by order of the court.

Class I-Cache Private Capital Diversified Fund-impaired

On or about the time for filing of this Plan the Debtor anticipates filing an application to employ a real estate professional who will continue to market the Island Point real estate for sale. Debtor anticipates a sale of the property within 120 days. The real estate professional believes that the market will bear a price of \$1,100,000.00 which will pay the debt of Cache Private Capital Diversified Fund in full. The Debtor will file a motion pursuant to 11 U.S.C. 363 to approve the sale.

Class II- General Unsecured Creditors impaired- Shall be paid 100% of their claims from the proceeds of sale of the Island Pt Rd. .

D. MEANS OF EXECUTION OF THE PLAN

Funds for payments under the Plan will be generated from sale of assets

E. ASSUMPTION OR REJECTION OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES

All executory contracts and unexpired leases of the Debtor are rejected unless specifically assumed herein or by motion filed with the Bankruptcy Court on or before the date the Confirmation Order becomes a Final Order. Any and all arrearages under assumed executory contracts and unexpired leases shall be paid within eighteen (18) months from the Effective Date in equal monthly installments beginning on the Effective Date.

Any Claims for damages arising by reason of the rejection of any executory contract or unexpired lease may constitute an Allowed Claim if, but only if, a Proof of Claim shall

be (or shall have been) timely filed with the Clerk of the Court and served upon counsel for the Debtor and no objection thereto is filed within the later to occur of (i) 90 days after said Claim is filed, (ii) any deadline set by the Court, or (iii) after a final order is entered by the Court resolving an objection to a claim. Any Claim filed under this subsection shall be a Class 2 Claim.

F. DISCHARGE OF DEBTOR AND REVESTING OF PROPERTY

Subject to the terms of this Combined Plan and Disclosure Statement, as of the Confirmation Date, the Debtor shall receive a discharge pursuant to Section 1141 and be discharged from any debt of whatever character against the Debtor that arose before the date of such confirmation including, but not limited to, any debt of a kind specified in Section 502(g), (h) or (l) of the Code, whether or not a) a Proof of Claim based upon such debt was filed or deemed filed under Section 501 of the Code; b) such Claims are Allowed under Section 502; and/or c) the holder of such Claim has accepted the Plan.

On the Confirmation Date, the Debtor shall be revested with its assets, subject only to the provisions of this Plan, and the Debtor shall be entitled to manage its business affairs, operate its day-to-day business, and make business decisions without the further order or supervision of the Court.

G. ACCEPTANCE OR REJECTION OF THE PLAN

Each Holder of an Allowed Claim in an Impaired Class shall be entitled to vote to accept or reject the Plan in accordance with the voting instructions contained within this Combined Disclosure Statement and Plan of Reorganization and pursuant to the applicable provisions of the Bankruptcy Code. An Impaired Class of Claims shall have accepted the Plan if (i) the Holders (other than any Holder designated under §1126(e) of the Bankruptcy Code) of at least two-thirds in amount of the Allowed Claims actually voting in such Class have voted to accept the Plan and (ii) the Holders (other than any Holder designated under §1126(e) of the Bankruptcy Code) of more than one-half in number of the Allowed Claims actually voting in such Class have voted to accept the Plan.

Unimpaired Classes under the Plan are conclusively presumed to have accepted the Plan and are not required to vote.

In the event that any Impaired Class of Claims or Interests shall fail to accept the Plan in accordance with §1129(a)(8) of the Bankruptcy Code, the Debtor reserves the right to (i) request that the Bankruptcy Court confirm the Plan in accordance with §1129(b) of the Bankruptcy Code and/or (ii) modify the Plan in accordance with Section H of this Plan.

H. MODIFICATION OF PLAN

Modifications of the Plan may be proposed in writing at any time on or before the Confirmation Date, provided that such Plan, as modified, meets the requirements of §§1122 and 1123 of the Code, and so long as the Debtor shall have complied with §1125 of the Code.

The Plan may be modified at any time after the Confirmation Date and before its Substantial Consummation, provided that such Plan, as modified, meets the requirements of §§1122 and 1123 of the Code and the Court, after notice of a hearing, confirms such Plan, as modified, under §1129 of the Code.

The holder of a Claim or Interest that has accepted or rejected the Plan shall be deemed to have accepted or rejected, as the case may be, such Plan as modified, unless, within the time fixed by the Court, such holder changes its previous vote

I. RETENTION OF JURISDICTION

The Court shall retain jurisdiction for the following purposes:

- (1) To determine any and all objections to the allowance of Claims, to the extent permitted by the Plan and by the provisions of the Bankruptcy Code;
- (2) To determine any and all disputes arising under the Plan;
- (3) To determine any and all applications for allowance of compensation and reimbursement of expenses incurred through the Effective Date;
- (4) To determine any and all applications for rejection of executory contracts or unexpired leases and the allowance of any Claims resulting from the rejection thereof or from the rejection of executory contracts or unexpired leases pursuant to the Plan;
- (5) To determine any and all applications, adversary proceedings, and contested and litigated matters pending in the Case as of or arising prior to the Confirmation Date;
- (6) To determine any Bankruptcy Actions filed before or after the Confirmation Date;
- (7) To determine any and all applications for approval of settlement agreements and enforce appropriate orders in connection therewith;
- (8) To enforce and administer the provisions of the Plan and the Exhibits thereto;
- (9) To modify any provisions of the Plan to the fullest extent permitted by the

Code;

(10) To correct any defect, cure any omission, or reconcile any inconsistency in the Plan or the Confirmation Order as may be necessary to carry out the purposes and intent of the Plan;

(11) To determine such other matters as may be provided for in the Confirmation Order or as may, from time to time, be authorized under the provisions of the Code or any other applicable law.

J. EFFECT OF CONFIRMATION ON DEBTOR'S AGREEMENTS

Confirmation of this Plan shall have the effect of amending any and all oral or written agreements of Debtor. To the extent of any conflict, this Plan shall be deemed to control.

K. RETENTION OF CLAIMS

Causes of Action. Pursuant to Section 1123(b)(3)(B) of the Code, the Debtor shall retain each and every Claim, demand or cause of action whatsoever which the Debtor or Debtor-in-Possession had, or had power to assert, immediately prior to confirmation of the Plan including, without limitation, actions for the avoidance and recovery pursuant to Section 550 of the Bankruptcy Code of transfers avoidable by reasons of §§544, 545, 547, 548, 549 or 553(b) of the Code. The Debtor may commence or continue in the appropriate court or tribunal any suit or other proceeding for the enforcement of same except as released under the Plan or pursuant to orders entered by the Court prior to the Confirmation Date. Debtor may in its sole discretion commence, continue, settle or resolve any such Claim, demand, or cause of action.

L. SECURITIES

1. Issuance of Securities. To the extent that the proposal, solicitation of acceptances or the seeking of confirmation of this Plan constitutes the offer, issuance, sale or purchase of securities, or the underwriting, aiding or abetting of the offer, issuance, sale or purchase of securities, Section 5 of the Securities Act of 1933 and any state or local law requiring registration or licensing for such offer, issuance, sale or purchase of securities shall not apply. Further, a person that solicits acceptance of this Plan in good faith and in compliance with the applicable provisions of the Code shall not be liable on account of such solicitation of such acceptance, to the extent that such solicitation shall constitute a violation of any applicable law, rule or regulation governing solicitation of acceptance of a Plan or the offer, issuance, sale or purchase of securities. Further, to the extent that

participation by a holder of an interest constitutes the offer, issuance, sale or purchase of securities, such securities are not and shall not be registered under any federal, state or local law, rule, or regulation governing the offer, issuance, sale or purchase of securities, and any further sale, exchange, or transfer of such interest shall not be burdened by any lack of registration period.

M. PROVISION AS TO OBJECTION TO CLAIMS

The Debtor, and/or any creditor or creditors' committee may object to the allowance of any Claim filed herein, or request the Court to consider any Claim heretofore or hereinafter filed, except that objections to Claims must be filed with the Court within thirty (30) days from the Effective Date.

N. CURING DEFAULTS

Upon the failure of the Debtor to make any payment due on a secured or priority tax claim which is not cured within thirty (30) days of the mailing of a written notice of default by the creditor, such creditor may exercise all rights and remedies available under non-bankruptcy law for the collection of its entire claim and/or seek appropriate relief in this Court.

In the event of a conversion of the case to a Chapter 7 proceeding, all property of the Debtor, Debtor in Possession, or Reorganized Debtor, including property which will revert in the Reorganized Debtor pursuant to Confirmation of the Plan and all property shall be the property of the Chapter 7 estate.

O. MISCELLANEOUS PROVISIONS

1. Authorization by Claimants. Each and every Claimant who elects to participate in the distributions provided for herein warrants that the Claimant is authorized to accept, in consideration of its Claim against the Debtor, the distributions provided for in this Plan, and that there are no outstanding commitments, agreements or understandings, express or implied, that may or can in any way defeat or modify the right to convey, or obligations undertaken by such Claimant under this Plan.

2. Entire Agreement. This Plan, the Confirmation Order, annexes and exhibits thereto and agreements referenced herein to be executed in connection herewith, set forth the entire agreement and understanding among the parties hereto relating to the subject matter hereof and supersedes all prior discussions and documents.

3. Section Headings. Section headings in the Plan are for reference purposes

only and shall not affect in any way the meaning or interpretation of the Plan.

4. Title to Assets. Except as otherwise provided in the Plan, on the Confirmation Date, title to all assets and properties of the estate of the Debtor shall vest in the Debtor in accordance with Section 1141 of the Code, free and clear of all claims of creditors and holders of interests.

5. Fees. All professional fees for services performed pre-confirmation shall be paid after proper application and Court Order.

II. DISCLOSURE STATEMENT

A. DESCRIPTION OF THE DEBTOR

The Debtor is a Michigan Limited Liability Company. Mr. Richard Glisky is the sole officer and director. The Debtor is liquidating its assets and not continuing in business.

B. PRINCIPALS OF THE DEBTOR

The principal of the Debtor is Richard Glisky who owns 100% of the membership interest of the Debtor and runs the day to day operation and has not been receiving compensation for his services. There are no fringe benefits that Mr. Glisky receives. Mr. Glisky's only legal relationship to the Debtor is that of sole shareholder.

C. NATURE OF BUSINESS AND CAUSE OF CHAPTER 11 FILING

1. Nature of Business. The Debtor is a limited liability company that is a holding company for approximately 46 acres of land in South Carolina.

2. Cause of Chapter 11 Filing. In 2015 the principle of the Debtor in connection with a lawsuit and pending chapter 7 filing of RSG Enterprise LLC entered into a settlement and release of which approximately \$250,000 was paid to a hostile creditor in order to release \$15,000,000.00 of liability that Mr. Glisky and RSG Enterprise LLC were liable for. In order to fund the settlement Cache Private Diversified Capital advanced the funds and took first lien positions on the real property of RSG Enterprise LLC and the Debtor. The Debtor was facing a foreclosure sale and the loss of substantial equity; therefore, this case was filed in order to orderly liquidate the Debtor's real estate and pay the debt of Cache Diversified Capital.

III. POST PETITION EVENTS OF SIGNIFICANCE-The Debtor has garnered approval from the Army Corp of Engineers to list the Island Pt as dockable frontage which has allowed for a much higher list price for the property.

A. TRANSFERS OUTSIDE THE ORDINARY COURSE OF BUSINESS

The Debtor has not engaged in any post-petition transfer of assets outside the ordinary course of business.

B. ORDERS REGARDING CASH COLLATERAL
AND ADEQUATE PROTECTION

There have been no post-petition cash collateral, adequate protection, or financing orders entered.

C. PENDING AND CONTEMPLATED LITIGATION

None

IV. ASSETS AND LIABILITIES

A. LIQUIDATION ANALYSIS OF THE DEBTOR

See attached Exhibit #1

B. RISKS, CONDITIONS AND ASSUMPTIONS OF STATED VALUES

The values set forth in the Liquidation Analysis are based upon the liquidation value of real estate owned by the Debtor. The valuations are based upon the Debtor's real estate professional's expertise in the Detroit real estate market.

C. IDENTIFICATION OF POTENTIAL CLAIMS AND CAUSES OF ACTION

Debtor believes that it may have a cause of action against the Army Corps of Engineers based upon the failure to issue dock permits in connection with the Island Pt Property. In connection with the liquidation and payment of the debts the Debtor will not pursue this action as an asset of the Plan.

D. ESTIMATED UNPAID ADMINISTRATIVE EXPENSES AND PRIORITY
CLAIMS

Since the date the Debtor filed its Bankruptcy Petition, the Debtor maintains that all of its post-petition administrative expenses have been kept current, including taxes, insurance, utilities and other expenses. The Debtor estimates additional administrative expense of approximately \$10,000 for legal fees.

The Debtor does not have any accrued priority claims.

E. UNSECURED CLAIMS

The Debtor has approximately \$65,000 in unsecured claims.

F. GUARANTEED DEBT

Richard Glisky has guaranteed the legal fees of Goldstein Bershad & Fried.

V. DETAILS REGARDING IMPLEMENTATION OF THE PLAN

A. SUMMARY OF FINANCIAL INFORMATION

1. Pre-Petition Financial Summary-The Debtor does not operate and is not income producing.
2. Statement of Profit and Loss During the Chapter 11 Proceeding-The Debtor has filed all monthly operating reports. However as noted above the Debtor does not operate and is not income producing
3. Projection of Earnings Subsequent to Confirmation-The Debtor anticipates the orderly liquidation of its assets.

B. MANAGEMENT AND COMPENSATION

The Debtor shall continue to be managed by Richard Glisky, subject to the terms of this Plan. Richard Glisky will not receive any fringe benefits post-confirmation.

C. TAX RAMIFICATIONS FOR THE CONTINUED ENTITY IF PLAN IS CONFIRMED

1. To Debtor

Under the Bankruptcy Tax Act of 1980, the Debtor will recognize no taxable income from the discharge of its indebtedness under the Plan. Rather tax attributes of the Debtor will be reduced by the amount of debt discharged. Specifically, the following tax attributes will be reduced in order of priority to the extent of the debt discharged: any net operating loss for the taxable year of the discharge and any net operating loss carry over to such year, any investment tax credit carry over to such year, any net capital loss for such year and any capital loss carry over to such year and the basis of property for federal income tax purposes. The Debtor may elect, in the alternative, to reduce its basis in depreciable property by the amount of debt discharged, to the extent of such basis, before reducing any of the other previously listed tax attributes.

2. To Creditors

The tax consequences to each creditor resulting from confirmation of the Plan may vary depending upon each creditor's particular circumstance. Creditors or holders of claims must obtain independent tax counsel to advise them as to the tax consequences of the Plan. Generally, if a creditor using a specific charge-off method of accounting recovers payments for which a deduction has been taken under Section 166 of the Internal Revenue Code of 1986, as amended, these amounts will be recognized in whole or in part by the creditors as ordinary income. Additionally, certain payments made under the Plan may result in ordinary income.

D. RISK FACTORS

As with any business undertaking, there are a number of factors which have a direct effect on profitability and the success of the enterprise including the liquidation of the operation of the business by Richard Glisky and the real estate prices.

E. LIMITATIONS ON DISCLOSURE STATEMENT

Each creditor should review the Combined Plan and Disclosure Statement in detail. This Plan and Disclosure Statement is not intended to be a statement of the legal rights of the creditors or interested parties to whom this Combined Disclosure Statement and Plan is mailed. Each recipient is cautioned to read the Combined Disclosure Statement and Plan carefully and to consult, to the extent necessary or desirable, with legal or financial consultants in assessing and making decisions with respect to the Plan and the Disclosure Statement.

VI. LEGAL REQUIREMENTS.

A. VOTING PROCEDURES

Under the Bankruptcy Code, the only classes that are entitled to vote to accept or reject a plan are classes of claims, or equity interests that are impaired under the plan. Accordingly, classes of claims or interests that are not impaired are not entitled to vote on the plan.

Creditors that hold claims in more than one impaired class are entitled to vote separately in each class. Such a creditor will receive a separate ballot for all of its claims in each class (in accordance with the records of the Clerk of the Court) and should complete and sign each ballot separately. A creditor who asserts a claim in more than one class and who has not been provided with sufficient ballots may photocopy the ballot received and file multiple ballots.

Votes on the plan will be counted only with respect to claims: (a) that are listed on the Debtor's Schedules of Assets and Liabilities other than as disputed, contingent or unliquidated; or (b) for which a proof of claim was filed on or before the bar date set by the Court for the filing of proofs of claim (except for certain claims expressly excluded from that bar date or which are allowed by Court order). However, any vote by a holder of a claim will not be counted if such claim has been disallowed or is the subject of an unresolved objection, absent an Order of the Court allowing such claim for voting purposes pursuant to 11 USC §502 and Bankruptcy Rule 3018.

Voting on the plan by each holder of a claim or interest in an impaired class is important. After carefully reviewing the plan and disclosure statement, each holder of such a claim or interest should vote on the enclosed ballot either to accept or reject the plan, and then return the ballot by mail to the Debtor's attorney by the deadline previously established by the Court.

Any ballot that does not appropriately indicate acceptance or rejection of the plan will not be counted.

A ballot that is not received by the deadline will not be counted.

If a ballot is damaged, lost, or missing, a replacement ballot may be obtained by sending a written request to the Debtor's attorney.

B. ACCEPTANCE

The Bankruptcy Code defines acceptance of a plan by an impaired class of claims as acceptance by the holders of at least two-thirds in dollar amount, and more than one-half in number, of the claims of that class which actually cast ballots. The Bankruptcy

Code defines acceptance of a plan by an impaired class of equity interests as acceptance by holders of at least two-thirds in number of the equity interests of that class that actually cast ballots. If no creditor or interest holder in an impaired class votes, then that class has not accepted the plan.

C. CONFIRMATION

11 USC §1129(a) establishes conditions for the confirmation of a plan. These conditions are too numerous and detailed to be fully explained here. Parties are encouraged to seek independent legal counsel to answer any questions concerning the Chapter 11 process.

Among the several conditions for confirmation of a plan under 11 USC §1129(a) are these:

1. Each class of impaired creditors and interests must accept the plan, as described in paragraph VI B above.
2. Either each holder of a claim or interest in a class must accept the plan, or the plan must provide at least as much value as would be received upon liquidation under Chapter 7 of the Bankruptcy Code.

D. MODIFICATION

The Debtor reserves the right to modify or withdraw the plan at any time before confirmation.

E. EFFECT OF CONFIRMATION

If the plan is confirmed by the Court:

1. Its terms are binding on the Debtor, all creditors, shareholders and other parties in interest, regardless of whether they have accepted the plan.
2. Except as provided in the plan:

(a) In the case of a corporation that is reorganizing and continuing business, as in this case:

(1) All claims and interest will be discharged.

(2) Creditors and shareholders will be prohibited from asserting their claims against or interest in the debtor or its assets.

(b) In the case of a corporation that is liquidating and not continuing its business:

(1) Claims and interests will not be discharged.

(2) Creditors and shareholders will not be prohibited from asserting their claims against or interests in the debtor or its assets.

(c) In the case of an individual or husband and wife:

(1) Claims will be discharged, except as provided in 11 U.S.C. §§523 and 727(a). Unless the court orders otherwise, the discharge will be entered after completion of plan payments as provided in §1141(d)(5)(a). It is the usual practice of the court to close Chapter 11 cases after confirmation. It is the responsibility of the individual debtor to file a motion to reopen the case for entry of discharge upon completion of plan payments.

(2) Creditors will be prohibited from asserting their claims except as to those debts which are not discharged or dischargeable under 11 U.S.C. §§523 and 727(a).

See Part II-A of this Disclosure Statement to determine which of the above paragraphs applies in this case.

GOLDSTEIN, BERSHAD, & FRIED P.C.

By: /s/ Scott Kwiatkowski

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Dated: July 31, 2017

LIQUIDATION ANALYSIS

| Collateral | Lien Holder | Market Value Forced Sale Value | Secured Claim | Equity |
|--------------|-------------|-----------------------------------|---------------|----------------------------|
| Island Pt Rd | Cache | 1,100,000(MV) 900,000(FS) | 508,900* | 591,110(MV) 391,110(FS) |

Total Equity if Market Value: 591,110

Total Equity if Forced Sale Value: 391,110

| | |
|------------------------|--------------------------|
| II. Proceeds of Assets | Gross Amount of Proceeds |
|------------------------|--------------------------|

| | |
|--------------|----------------------|
| Island Point | 1,100,000 900,000 |
|--------------|----------------------|

III. Claims

| | |
|---------------------------|----------|
| (a) Cache Private Capital | 508,900* |
|---------------------------|----------|

| | |
|----------------------------|--|
| (b) Administrative Expense | |
|----------------------------|--|

| | |
|----------------------------|----------------|
| United States Trustee Fees | 1,500 |
| Debtor Attorneys | 10,000 |
| Real Estate Commission | 110,000/90,000 |

| | |
|--------|--------------------------|
| Total: | 630,400(MV)/610,400 (FS) |
|--------|--------------------------|

IV. Distribution

| | |
|--------------------|----------------------|
| (a) Gross Proceeds | 1,100,000 900,000 |
|--------------------|----------------------|

| | |
|--|--------------------|
| (b) Less Total Secured and Administrative Expense | 630,400 610,400 |
|--|--------------------|

| | |
|------------------|--------------------|
| (c) Net Proceeds | 469,600 289,600 |
|------------------|--------------------|

| | |
|-------------------------|--------|
| (d) Unsecured Creditors | 65,000 |
|-------------------------|--------|

| | |
|--------------------|------|
| (e) % to unsecured | 100% |
|--------------------|------|

| | |
|---------------------|--------------------|
| (f) Equity Interest | 404,600 224,600 |
|---------------------|--------------------|

*Debtor reserves the right to object to the claim