

UNITED STATES BANKRUPTCY COURT  
DISTRICT OF NORTH DAKOTA

IN RE: Bishop, Michael Eugene,

Debtor

Bankruptcy No: 16-30213  
Chapter 11

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AMENDED DISCLOSURE STATEMENT IN SUPPORT OF  
DEBTOR'S AMENDED CHAPTER 11 PLAN  
DATED NOVEMBER 14, 2016

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I. Purpose of Disclosure Statement

Michael Eugene Bishop, Debtor-in-Possession, hereby submits to his creditors this Amended Disclosure Statement in connection with his Amended Chapter 11 Plan dated November 14, 2016 pursuant to Chapter 11 of Title 11 of the United States Code.

The purpose of the Disclosure Statement is to disclose relevant information to the creditors so they can arrive at an informed decision when voting on the Debtor's Amended Plan of Reorganization (Plan). The Amended Plan has been filed with the Court above and a copy is included with this Amended Disclosure Statement. **THE DEBTOR BELIEVES THAT THE UNSECURED CREDITORS WILL RECEIVE MORE UNDER THIS PLAN THAN IF THIS PLAN IS NOT CONFIRMED.** An analysis of what unsecured creditors would receive in a Chapter 7 filing is included in this Disclosure Statement, and that analysis shows unsecured creditors would receive approximately \$18,325.15 in a Chapter 7 Liquidation, while this Amended Plan proposes to pay unsecured creditors a dividend of approximately \$24,900.00.

Wherever not clearly qualified, any reference to the "Plan" in this Amended Disclosure Statement refers to the Amended Chapter 11 Plan dated November 14, 2016. Any reference to the "Disclosure Statement" refers to the Amended Disclosure Statement dated November 14, 2016.

II. Summary of Plan and Code Provisions for Voting

a. Repayment of Creditors

The Amended Plan provides for payment of administrative expenses, priority claims, and secured creditors in full, either in cash or in deferred cash payments, and provides for payments to unsecured creditors in an amount greater than they would have received in the event of Chapter 7 liquidation. Funds for implementation of the Amended Plan will be derived from the Debtor's income.

This Amended Disclosure Statement contains a detailed discussion of the Plan and its supplementation. This Amended Disclosure Statement should be read in conjunction with the Amended Plan, which is a legal document and upon confirmation will become binding on the Parties. Creditors should read the Amended Plan and this Amended Disclosure Statement in their entirety, rather than relying on this summary. The Debtor urges creditors and other parties in interest to consult with independent counsel in connection with their decision to accept or reject the Amended Plan. Approval of this Amended Disclosure Statement by the Court is not a decision on the merits of the Amended Plan.

- b. Voting procedures and Confirmation Requirements
  - i. Ballots and Voting Deadline:

A Ballot to be used for voting to accept or reject the Plan will be distributed, along with this Amended Disclosure Statement and the Amended Plan, upon approval of the Disclosure Statement by the Bankruptcy Court. Creditors and Equity Interest holders of the Debtor must (1) carefully review the Ballot and instructions thereon; (2) execute the applicable Ballot;

- ii. Creditors Entitled to Vote:

Any Creditor or Equity Interest holder of the Debtor whose Claim or Equity Interest is impaired under the Amended Plan is entitled to vote, provided that (1) its Claim has been scheduled by the Debtor (and such Claim is not scheduled as disputed, contingent or unliquidated), or (2) it has filed a Proof of Claim on or before the last date set by the Court for such filing, and no objection to such Proof of Claim is pending at the time of the confirmation hearing. Any Class of Claims or Equity Interest of such Class, are conclusively presumed to have accepted the Plan and solicitation of acceptances with respect to such Class from the holders of Claims or Equity Interests of such Class is not required.

Any Claim or Equity Interest as to which an objection has been filed (and such objection is still pending) is not entitled to vote, unless the Court temporarily allows the Claim or Equity Interest in an amount which it deems proper for the purpose of accepting or rejecting the Plan upon motion by the Creditor or holder of an Equity Interest whose Claim or Equity Interest is subject to objection. In addition, the vote of a Creditor or holder of an Equity Interest may not be counted if the Court determines that the Creditor's or Equity Interest holder's acceptance or rejection was not solicited or procured in accordance with the provisions of the Bankruptcy Code.

Even though a creditor may not choose to vote or may vote against the Amended Plan, the creditor will be bound by the terms and treatment set forth in the Amended Plan if the Amended Plan is accepted by the requisite majorities in each class of creditors and/or is confirmed by the Court. Creditors who fail to vote will not be counted in determining acceptance or rejection of the Amended Plan. Allowance of a claim for voting purposes does not necessarily mean that the claim will be allowed or disallowed for purposes of distribution under the terms of the Amended Plan. Any claim to which an objection has been or will be made will be allowed only for distribution after determination by the Court. Such determination may be made after the Amended Plan is confirmed.

iii. Definition of Impairment

Under § 1124 of the Bankruptcy Code, a Class of Claims or Equity Interests is impaired under a plan of reorganization unless, with respect to each Claim or Equity Interest of such Class, the plan (1) leaves unaltered the legal, equitable, and contractual rights of the holder of such Claim or Equity Interest, or (2) reinstates the Claim or Equity Interest pursuant to its original terms and cures any default.

iv. Classes Impaired Under the Plan

Creditors holding Claims or Equity Interests in Classes 2, 3, 7 and 9 are impaired under the plan and are eligible, subject to the limitations set forth above, to vote to accept or reject the Plan. Creditors holding Claims in Classes 1, 4, 5, 6 and 8 are unimpaired under the Amended Plan and are not entitled to vote with respect to the acceptance or rejection of the Plan. Such Creditors will be paid in full or otherwise treated in accordance with the provisions of the Plan.

v. Vote Required for Class Acceptance

The Bankruptcy Code defines acceptance of a Plan by a Class of Creditors as acceptance by holders of two-thirds in dollar amount and a majority in number of the Allowed Claims of that Class which actually cast ballots to accept or reject the Plan. The Bankruptcy Code defines acceptances of a Plan by a Class of Equity Interests as acceptance by holders of two-thirds in amount of the Allowed Equity Interests of such Class held by holders of such Equity Interests who actually cast ballots to accept or reject the Plan.

vi. Requirements for Confirmation

In order to be confirmed (i.e., approved) by the Bankruptcy Court, the Plan or its proponent must (among other requirements set forth in § 1129 of the Bankruptcy Code):

- Disclose all compensation paid or promised for professional services rendered or to be rendered in connection with the case;
- Disclose the identity and affiliations of all officers to serve after the Plan; is confirmed and the compensation of any insiders to be employed after Confirmation;
- Propose to pay each member of a class of Claimants, who has not accepted the Plan, property at least equal in value to what the Claimant would receive if the Debtor's assets were liquidated on the date of the Confirmation Hearing, and distributed to Creditors according to their rights and priorities under law;
- Propose to pay all Administrative Claims in full;
- Propose to pay all Priority Claims in full in deferred payments or cash; and
- Propose to pay all Priority Tax Claims in full within five years after the order for relief in this case, in a manner not less favorable than the non-priority unsecured claims.

vii. Confirmation Hearing:

**Deadlines for Voting and Objection; Date of Plan Confirmation**

The Court has not yet confirmed the Plan described in this Disclosure Statement. This section describes the procedures pursuant to which the Plan will or will not be confirmed.

- *Time and Place of the Hearing to Approve this Disclosure Statement*

The hearing at which the Court will determine whether to approve this Disclosure Statement will take place at a date and time to be set after this Disclosure Statement is filed with the Bankruptcy Court.

- *Deadline for Objecting to the Adequacy of Disclosure Statement*

Objections to the adequacy of this Disclosure Statement must be filed with the Court and served upon Debtor's counsel pursuant to the deadline specified in any Order issued by the Court setting a hearing on the Disclosure Statement.

- *Time and Place of the Hearing to Approve the Plan*

Once the Disclosure Statement has been approved by the Court, a hearing for plan confirmation will be set and an Order served on all parties.

- *Deadline for Objecting to the Adequacy of the Plan*

Objections to the adequacy of the Plan must be filed with the Court and served upon Debtor's counsel by the date specified by the Court in its order setting the plan confirmation hearing.

- *Deadline for Voting to Accept or Reject the Plan*

If you are entitled to vote to accept or reject the Plan, a ballot will be mailed to you with the Order setting the Plan confirmation hearing. You may return the ballot in the enclosed envelope to:

Sara E. Diaz  
Bulie Law Office  
1790 32<sup>nd</sup> Ave. South Ste 2B  
Fargo, ND 58103

See section II (a) (ii) for a discussion of voting eligibility requirements. Your ballot must be received by the date set forth in the Order setting the plan confirmation hearing, or it will not be counted.

- *Identify of Person to Contact for More Information*

If you require additional information about the Disclosure Statement or Plan you should contact:

Sara E. Diaz  
Bulie Law Office  
1790 32<sup>nd</sup> Ave. South Ste 2B  
Fargo, ND 58103  
[sara@bulielaw.com](mailto:sara@bulielaw.com)  
(701) 298-8748

## Representations

NO REPRESENTATION CONCERNING THE DEBTOR IS AUTHORIZED BY THE DEBTOR OTHER THAN AS SET FORTH IN THIS DISCLOSURE STATEMENT. ANY REPRESENTATION OR INDUCEMENTS TO SECURE YOUR ACCEPTANCE WHICH ARE OTHER THAN AS CONTAINED IN THIS DISCLOSURE STATEMENT SHOULD NOT BE RELIED UPON BY YOU IN ARRIVING AT YOUR DECISION, AND SUCH OTHER REPRESENTATIONS AND INDUCEMENTS SHOULD BE REPORTED TO COUNSEL FOR THE DEBTOR. THE DISCLOSURE AND PLAN CONTAIN ALL OF THE INFORMATION AND INTENTIONS OF THE DEBTOR.

DUE TO THE NATURE OF THE DEBTOR'S INCOME AND ASSETS, NO INDEPENDENT AUDIT HAS BEEN PERFORMED. THE DEBTOR DOES NOT WARRANT THAT ALL INFORMATION IS COMPLETELY ACCURATE, BUT EVERY EFFORT HAS BEEN MADE TO PROVIDE ACCURATE INFORMATION. THE DEBTOR HAS NO ACTUAL KNOWLEDGE OF ANY INACCURACIES.

### III. DESCRIPTION OF DEBTOR'S SOURCE OF INCOME AND FINANCIAL SITUATION

#### a. Nature of Debtor's Income

Debtor Michael Bishop is employed as a Physician Assistant for Altru Health System. His non-filing spouse is self-employed as a Chiropractor.

#### b. Historical Income

Joint household wage income, 2013: \$233,084 (Debtor, \$153,894)

Joint household wage income, 2014: \$212,706 (Debtor, \$146,706)

Joint household wage income, 2015: \$178,817 (Debtor, \$82,044)

Exhibit D to the Chapter 11 Plan contains information regarding the Debtor's monthly wage income and living expenses since the time of the bankruptcy filing. Mr. Bishop and his non-filing spouse keep their finances separate, with each spouse providing 50% of the monthly living expenses in typical months.

#### c. Explanation of Financial Difficulties

Mr. Bishop lost a job in early 2015 wherein he was making \$160,000 to \$190,000 in gross wages annually. Shortly thereafter he was in another position making \$92,000 annually but was only in that position for less than a year and then went without employment for several months the end of 2015 and early 2016. Due to the substantial loss of income Mr. Bishop was unable to maintain the monthly payments due to his creditors. In April of 2016, Mr. Bishop regained new employment earning approximately \$95,000 in gross wages annually. This recent employment change is reflected in Exhibit D to the Chapter 11 Plan. Shortly before the case filing, Pinnacle Bank threatened wage garnishment.

d. Procedural Posture of the Bankruptcy Case

On May 2, 2016, the Debtor filed a voluntary petition in this Court for reorganization relief under Chapter 11 of title 11 of the US Code. The Debtor continues to hold the assets of the estate as a Debtor-in-Possession pursuant to sections 1107(a) and 1108 of the Code. An unsecured creditors' committee has not been appointed in this case. No trustee or examiner has been appointed.

The Debtor has sold real estate in Becker County, Minnesota for \$107,001.00. After payment of closing costs (\$739.10), lien holder Community Development Bank (\$39,999.99), and a share of the equity paid to Debtor's non-filing spouse, (\$33,131.45), there remains an estimated \$33,131.45 to be paid to lien holder Pinnacle Bank. This sale was made in an effort to reduce monthly living expenses and provide funds to judgment lien holder Pinnacle Bank.

e. Assets

The Assets of the Debtor are detailed, along with encumbrances against and claimed exemptions in Exhibit B to the Chapter 11 Plan, which is the Debtor's Liquidation Analysis. In the event of a Chapter 7 Liquidation, it is estimated that there would be approximately \$20,361.28 in the Debtor's estate available for distribution (before trustee commissions) to unsecured creditors.

f. Creditors Committee – No creditors committee has been formed in this case.

g. Professionals: The Debtor retained Bulie Law Office and Sara Diaz as bankruptcy counsel, which appointment has been approved by the Bankruptcy Court. Bulie Law Office was paid an initial retainer of \$3,283.00. Bulie Law Office expects to file a fee application for remaining fees and expenses, which are estimated to be approximately \$3,500.00. Such fees and expenses are subject to Court approval.

#### IV. DESCRIPTION OF PLAN OF REORGANIZATION

a. Administrative Expenses, Leases, and Executory Contracts.

Administrative expenses include fees for professional services, such as debtor's attorney fees, accountant fees, and any other professional fees allowed by the Court and any other expenses allowed by the Court.

i. Professional Fees

The Debtor estimates that professional fees to attorneys and other professionals will be approximately \$6,000 to \$7,000. As of the date of this plan, the Debtor has paid \$3,383.00 to the Bulie Law Office Client Trust Account. Any additional fees above what is on deposit in the Trust Account shall be paid upon plan confirmation or by agreement between the Debtor and Bulie Law Office (once approved by the Bankruptcy Court).

ii. Post-Petition Administrative Claims

Debtor shall pay all post-petition administrative claims, including professional fees and United States Trustee fees from the above distribution account.

iii. Executory contracts and Unexpired Leases

The Plan provides that upon confirmation, Debtor shall reject all executory contracts and leases.

iv. United States Trustee fees

Debtor shall pay quarterly fees due the United States Trustee and submit required reports to United States Trustee as required until the case is closed, dismissed, or converted.

b. Classification of Claims and Distributions to Classes

The Plan provides for various classes of creditors, including Priority Claims, Secured Claims, and Unsecured Claims. A Claim will receive a distribution under the Plan only if is an Allowed Claim. An Allowed Claim is a Claim that has been timely filed or indicated as a claim on the Debtor's Schedules. All Claims against the Debtor arising before the confirmation date will be discharged upon completion of all payments and requirements under the Plan, except for debts that are non dischargeable under the Bankruptcy Code.

c. Compensation to the Debtor for Living Expenses

Since the Debtors' only source of income is wages, the Debtor will use part of that income to pay living expenses. The Debtor pledges that income in excess of that necessary for normal and reasonable living expenses will be pledged to fund the Plan.

V. Unclassified Claims

a. ADMINISTRATIVE PRIORITY CLAIMS

All allowed priority claims under § 507 of the Code shall be paid in full. At this time the Debtor is not aware of any Administrative Priority Claims.

b. SECURED CLAIMS

Class 1: Secured Claim of Community Development Bank: **Unimpaired.** Community Development Bank holds a first priority mortgage against a vacant parcel of property located in Becker County, Minnesota. This property is owned by the Debtor and non-filing spouse.

The Debtor has sold this real estate in for \$107,001.00. After payment of closing costs (\$739.10), lien holder Community Development Bank (\$39,999.99), and a share of the equity paid to Debtor's non-filing spouse, (\$33,131.45), there remains an estimated \$33,131.45 to be paid to lien holder Pinnacle Bank pursuant to the Amended Order allowing the sale of property dated October 21, 2016. Community Development Bank's secured claim will be paid in full upon closing of the sale pursuant to the Amended Order entered October 21, 2016.

Class 2: Secured Claim of Harris Bank, N.A.: Impaired. Harris Bank, N.A. has a purchase money security interest in the Debtor's 2014 Ford Fusion Sedan. The Debtor scheduled this vehicle to have a value of \$17,500.00. The Debtor estimates the balance owed on this claim is \$26,489 on Schedule D. This vehicle will be surrendered to the claimholder upon confirmation of the plan.

The automatic stay shall cease upon confirmation of the plan and the claimholder may proceed with liquidation of the collateral. Any deficiency claims after liquidation shall be treated in Class 9 for General Unsecured Claims.

Class 3: Secured Claim of Wells Fargo Bank/Slumberland: Impaired. Wells Fargo/Slumberland has a purchase money security interest in household furniture. The proof of claim filed by Wells Fargo indicates a balance of \$7,418.86.

The value of the household furniture shall be valued under 11 U.S.C. 506(a) at \$1,115.00, as indicated on the debtor's schedules. The value stated by the Debtor shall be determined as the value of the assets upon confirmation of the Plan.

The secured claim of \$1,115.00 shall be paid in 12 monthly installments of \$92.92, with no interest accruing on the secured claim balance. The Debtor may prepay the secured claim without penalty. The remaining balance of the claim, \$6,303.86, shall be treated in Class 9 for General Unsecured Claims.

Class 4: Secured Claim of Wells Fargo Bank, N.A.: Unimpaired. (POC #10) Wells Fargo Bank, N.A. holds a first priority mortgage against the Debtor's and non-filing spouse's homestead in Hillsboro, ND. The estimated market value of this real property as scheduled by the Debtor is \$147,000.00, making Wells Fargo a fully secured creditor. This claim shall be paid pursuant to the original contract and Wells Fargo shall retain all liens against the real property

The proof of claim filed by Wells Fargo Bank, N.A. indicates a balance of \$106,665.98. Monthly payments of \$942.63, which includes monthly escrow payments of \$329.17 shall continue on this claim until paid in full January 1, 2042, when the note matures.

Class 5: Secured Claim of Wells Fargo Home Mortgage: Unimpaired. (POC #11) Wells Fargo Home Mortgage holds a first priority mortgage against real property located in Rochert, Minnesota. This property is owned by the Debtor and non-filing spouse. The estimated market value of this real property as scheduled by the Debtor is \$217,200.00, making Wells Fargo a fully secured creditor. This claim shall be paid pursuant to the original contract and Wells Fargo shall retain all liens against the real property.

The proof of claim filed by Wells Fargo Bank, N.A. indicates a balance of \$110,509.73. Monthly payments of \$911.35, which includes monthly escrow payments of \$242.33 shall continue on this claim until paid in full July 1, 2041, when the note matures.

Class 6: Secured Claim of Wells Fargo Home Mortgage: Unimpaired. (POC #8) Wells Fargo Home Mortgage holds a second priority mortgage (home-equity line of credit) against real property located in Rochert, Minnesota. This property is owned by the Debtor and non-filing spouse.



The estimated market value of this real property as scheduled by the Debtor is \$217,200.00. The first mortgage against this property has an estimated balance of \$110,509.73, making Wells Fargo a fully secured creditor as to this second priority mortgage. This claim shall be paid pursuant to the original contract and Wells Fargo shall retain all liens against the real property.

The proof of claim filed by Wells Fargo Bank, N.A. indicates a balance of \$22,505.23. The annual interest rate is presently at 6.990%, but the rate is variable. Monthly payments, which will vary based on the interest rate, (presently at \$129.10 according to the proof of claim) shall continue on this claim until paid in full January 3, 2043 when the note matures.

Class 7: Secured Claim of Pinnacle Bank: **Impaired.** Pinnacle Bank, pursuant to a money judgment entered January 15, 2016 in Davidson County, Tennessee and also docketed in Traill County, North Dakota and Becker County, MN (Case #03-CV-16-806) is a secured creditor as to non-exempt real property interests of the Debtor. This claim is scheduled by the Debtor to have a balance of \$108,794.71.

The Debtor has sold real estate in Becker County, Minnesota for \$107,001.00. After payment of closing costs (\$739.10), lien holder Community Development Bank (\$39,999.99), and a share of the equity paid to Debtor's non-filing spouse, (\$33,131.45), there remains an estimated \$33,131.45 to be paid to lien holder Pinnacle Bank pursuant to the Amended Order dated October 21, 2016.

The remaining estimated claim of \$75,663.26 shall be treated as follows:

Pinnacle shall be paid the value of its secured judgment lien pursuant to 11 U.S.C. § 506(a) which shall equal \$43,690.31. This valuation is based on the Debtor's interest in the following real property:

1. Schedule A/B Line 1.2: 30312 Buffalo Access Rd, Rochert, Minnesota, 56578: \$31,990.31 (after deduction for non-filing spouse share and mortgage(s)).
2. Schedule A/B Line 1.4: Vacant land, Becker County, Minnesota: \$11,700.00.

The remaining \$31,972.95 of Pinnacle's claim shall be treated as a general unsecured claim pursuant to Class 9 of this Plan.

The secured claim of \$43,690.31 shall be paid in 120 monthly payments of \$506.46, amortized over 10 years at 6.5% interest. Upon completion of the 120 monthly payments, Pinnacle Bank shall release any judgment liens of record in Davidson County, Tennessee, Traill County, North Dakota and Becker County, Minnesota.

### **c. UNSECURED CLAIMS**

Class 8: Unsecured Claim of American Education Services (POC#1) **Unimpaired.** American Education Services (AES) is the servicer for the Debtor's federal student loans. According to proof of claim #1, this balance of this claim is \$187,751.35 at the time of filing. In order to retain the Debtor's license to practice medicine, he must remain current on these payments of \$590.00 per month. This claim is unimpaired and will be paid pursuant to the contract between the Debtor and AES until paid in full.

**Class 9: General Unsecured Claims. Impaired.** Unsecured claims will share distributions from the Plan pro rata. All disposable income, that is future earnings not necessary for paying the normal and reasonable living expenses of the Debtor, secured loan payments, administrative and priority claims, shall be distributed by the Debtor, as debtor-in-possession pro rata to Class 9 claim holders.

Pinnacle Bank and Slumberland will each receive a pro-rata distribution on the remaining unsecured portions of their claims in Class 9 as indicated in their respective classes to this plan.

The amount of estimated unsecured claims is estimated by the Debtor to equal \$426,602.31, as indicated on Exhibit A to the Chapter 11 Plan. The Bankruptcy estate of the Debtor-in-Possession has a liquidation value of \$18,325.15, as indicated on the Liquidation Analysis, which is included on Exhibit B to the Chapter 11 Plan.

As indicated in the Chapter 11 Plan and Exhibit C, the Debtor unsecured claim holders in Class 9 shall receive no less than \$24,900.00 over a FIVE (5) year period, which is more than what the unsecured claimants would receive in a Chapter 7 Liquidation.

Starting 30 days after confirmation of the Amended Plan, the Debtor will make quarterly payments to allowed claimholders in Class 9 as indicated on Exhibit A to the Chapter 11 Plan and pursuant to the following schedule:

Year 1 of Chapter 11 Plan	\$1,005.00 per quarter
Years 2 through 5 of Chapter 11 Plan	\$1,305.00 per quarter

## VI. IMPLEMENTATION OF THE PLAN

The Debtor will continue to work in his profession to generate monies to fund the Amended Plan. The reorganized Debtor shall be responsible for timely payment of all fees incurred pursuant to 28 USC § 1930 (a) (6). After confirmation, the reorganized Debtor shall file with the Court and serve on the United States Trustee a monthly financial report for each month that the case remains open. Such report shall be in the format prescribed by the United States Trustee.

## VII. ACCEPTANCE AND CONFIRMATION

Before the Amended Plan can be confirmed, the Bankruptcy Code requires that the Bankruptcy Court make the determination that (1) the Amended Plan has classified Claims correctly, (2) that the contents of the Amended Plan comply with the requirements of Chapter 11 of the Bankruptcy Code, (3) that the Amended Plan is proposed in Good Faith, and (4) that disclosures by the Debtor concerning the Amended Plan, payments made or promised connected to the Amended Plan, and disclosure of the identity, affiliations, and compensations to be paid to the Debtor and any insiders.

The Debtor plans to seek rulings of the Bankruptcy Court at the hearing on Confirmation of the Amended Plan that all of the above conditions have been met.

## VIII. PLAN MANAGEMENT

The Debtor will continue working in his profession upon plan confirmation. The Amended Plan will be funded by disposable income earned in his profession. Exhibit C to the Amended Chapter 11 Plan and Amended Disclosure Statement provides a detailed cash flow of the Debtor's ability to fund the Amended Chapter 11 Plan payments.

## IX. ADMINISTRATIVE PROCEDURES

- a. Retention of Jurisdiction. Notwithstanding confirmation of the Amended Plan or occurrence of the Effective Date the Bankruptcy Court shall retain Jurisdiction for the following purposes:
  1. Determination of the allowability of Claims against, or the administrative expenses of the Debtor, and the validity, extent, priority, and nonavailability of consensual and nonconsensual liens and other encumbrances;
  2. Determination of any of the Debtor's tax liability pursuant to Section 505 of the Bankruptcy Code;
  3. Approval, pursuant to Section 365 of the Bankruptcy Code, of all matters related to the assumption, assignment, or rejection, of any executory contract or unexpired lease of the Debtor;
  4. Resolution of controversies and disputes regarding the enforcement or interpretation of the Plan, the Confirmation Order, or the Bankruptcy Court's orders that survive confirmation of the Plan pursuant to the Plan or other applicable law;
  5. Implementation of the provisions of the Amended Plan, and entry of orders in aid of confirmation and consummation of the Plan and enforcing settlements or orders entered during the Chapter 11 case or as part of the Plan;
  6. Entry of a Final Order closing the Chapter 11 case;
  7. Resolution of disputes concerning Disputed Claims, Claims for disputed distributions and recharacterization or equitable subordination of Claims;
  8. Resolution of any disputes concerning whether an Entity had sufficient notice of, among other things: (a) the chapter 11 case; (b) the applicable Claims Bar Date; (c) the hearing on the approval of the Disclosure Statement as containing adequate information; or (d) the hearing on confirmation of the Plan for the purpose of determining whether a Claim is discharged hereunder;
  9. Issuance of injunctions, grant and implementation of other orders, or taking such other actions as may be necessary or appropriate to restrain interference by any Entity with consummation or enforcement of the Plan;
  10. Resolution of controversies and disputes regarding settlement agreements, orders, injunctions, judgments, and other matters entered or approved by the Bankruptcy Court in connection with any adversary proceedings, discovery, or contested matter in the Chapter 11 case;
  11. Correction of any defect, cure any omission or reconcile any inconsistency in the Plan, the Confirmation Order, organizational documents of the liquidating debtors or any other documents of the liquidating debtors or any other documents relating to the Plan, as may be necessary to carry out the purposes or intent of the Plan;
  12. Adjudication of any pending adversary proceedings, or other controversy or dispute in the Chapter 11 Case for the Debtors which arose pre confirmation and over which the Bankruptcy Court had jurisdiction prior to confirmation of the Plan;

13. Entry and implementation of such orders as may become necessary or appropriate of the Confirmation Order is for any reason modified, stayed, reversed, revoked, or vacated; and
14. Determination of any other matters that may arise in connection with or related to the Plan, the Disclosure Statement, the Confirmation Order or any contract, instrument, release, or other agreement or document created in connection with the Plan or Disclosure Statement.

b. US Trustee Fees. All fees payable pursuant to Section 1930 of Title 28, United States Code, due and payable through the Effective Date shall be paid by the Debtor on or before the Effective Date and amounts due thereafter shall be paid by the Plan Administrator in the ordinary course of the Plan.

## **X. TAX IMPLICATIONS**

No information is set forth in this Disclosure Statement with respect to the tax implications, if any, of payments or other consideration received by a creditor under this Plan and the possible tax benefits to creditors if the Plan is confirmed. As to any tax implications of accepting or rejecting the Plan, you may want to consult with your own attorney or accountant.

## **XI. ADDITIONAL INFORMATION**

Additional copies of this Disclosure Statement may be obtained by writing or calling undersigned counsel Sara E. Diaz.

Respectfully submitted this 15<sup>th</sup> day of November, 2016:

/s/ MICHAEL BISHOP  
Michael Eugene Bishop

BULIE LAW OFFICE

By: /s/ SARA E. DIAZ  
Sara E. Diaz  
N.D. License #06069  
1790 32<sup>nd</sup> Ave. S. Suite 2B  
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