UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW HAMPSHIRE

	)	
In re:	)	Chapter 11
LTD Management, Inc	)	Case No.: 17-10684-MAF
	)	

DEBTOR'S AMENDED
DISCLOSURE STATEMENT WITH RESPECT TO
PLAN OF REORGANIZATION OF
LTD MANAGEMENT, INC. DATED JANUARY 3, 2018

The above-captioned debtor, LTD Management, Inc. (the "Debtor"), presents this disclosure statement (the "Disclosure Statement"), pursuant to 11 U.S.C. § 1125(b) and (f),[1] to all known creditors and holders of interests in and to the Debtor, in connection with the Debtor's Plan of Reorganization Dated January 3, 2018 (the "Plan"). A copy of the Plan has been filed contemporaneously herewith.

I. INTRODUCTION

The Debtor provides this Disclosure Statement, pursuant to Section 1125 of the Bankruptcy Code to all known creditors and other parties in interest of the Debtor. The purpose of this Disclosure Statement is to provide adequate information so that creditors entitled to vote on the Plan may make an informed voting decision.

A ballot for your use in voting to accept or reject the Plan is enclosed. IN ORDER FOR YOUR BALLOT TO COUNT, IT MUST BE RECEIVED AT THE ADDRESS STATED ON THE BALLOT NO LATER THAN ____________________.

Instructions for Ballots:

With this Disclosure Statement, you will receive a Ballot. It is important that you vote. Review the Ballot. Determine which Class includes the Claim or Claims that you hold. On the line for that Class, make a check mark indicating that it is your class then circle whether you accept or reject the Plan; accept (if you vote in favor) or reject (if you wish to vote against) the Debtor's Plan. Include the amount of your Claim. Return the completed and signed Ballot to Cheryl C. Deshaies, Esq., P.O. Box 648 Exeter, New Hampshire 03833 or fax it to 1-888-308-7131 or email it to cdeshaies@deshaieslaw.com. Your ballot must be *received* by one of these means by Attorney Deshaies (not the address for the Bankruptcy Court) on or before ______________, or it will not count. Do not mail your Ballot to the Debtor. Do not mail your ballot to the Bankruptcy Court.

[1] Unless otherwise indicated, all statutory references are to Title 11 of the United States Code.

The Debtor has done its best to ensure that this Disclosure Statement is correct and complete, but no representations or warranties are made in that regard.

NO REPRESENTATIONS CONCERNING THE FINANCIAL CONDITION OF THE DEBTOR OR THE PLAN ARE AUTHORIZED OTHER THAN AS SET FORTH IN THIS DISCLOSURE STATEMENT. THIS DISCLOSURE STATEMENT SUMMARIZES THE PLAN. FOR A DEFINITIVE UNDERSTANDING OF THE TERMS OF THE PLAN, IT IS RECOMMENDED THAT YOU REVIEW THE PLAN ITSELF. IF THERE IS ANY DISCREPANCY BETWEEN THE DISCLOSURE STATEMENT AND THE PLAN, THE PROVISIONS OF THE PLAN WILL CONTROL.

The following terms shall have the following meanings when used in initially capitalized form in this Disclosure Statement. Such meanings shall be equally applicable to both the singular and plural forms of such terms. Any term used in initially capitalized form in this Disclosure Statement that is not defined herein but that is defined in the Bankruptcy Code shall have the meaning assigned to such term in the Bankruptcy Code. Capitalized terms used in this Disclosure Statement, which are not otherwise defined herein, are defined in the Plan.

Administrative Claim shall mean a claim arising and allowable under Section 503(b) of the Bankruptcy Code with respect to the Debtor, including charges against the Debtor’s estate under 28 U.S.C. Section 1930.

Allowed with respect to a Claim or Interest other than a Fee Claim, shall mean any Claim or Interest (a) that is the subject of a timely filed proof of claim, or (b) any Claim or Interest that has been listed in the schedules filed with the Bankruptcy Court by the Debtor pursuant to Bankruptcy Code Section 521 and is not listed therein as disputed, unliquidated or contingent; and, in each such case as to which either (i) no objection to the allowance thereof or other similar pleading has been filed within the applicable time period set forth in Article IX of the Plan, or (ii) an objection or other similar pleading has been filed and the Claim or Interest has been allowed by a Final Order but only to the extent so allowed.

Allowed Amount shall mean the amount of any Allowed Claim or Allowed Interest.

Bankruptcy Code shall mean 11 U.S.C. Sections 101 et seq., as in effect with respect to the Case on the Petition Date. All Bankruptcy Code references herein are to the Bankruptcy Code in effect as of the Petition date, unless otherwise stated.

Bankruptcy Court shall mean the United States Bankruptcy Court for the District of New Hampshire, or any other court with jurisdiction over the Case.

Bar Date shall mean the date established by the Bankruptcy Court as the deadline for filing proofs of claims or interests in the Case.

Case shall mean the Chapter 11 Case of the Debtor now pending in the Bankruptcy Court pursuant to Chapter 11 of the Bankruptcy Code referenced as Case Number 17-10684-MAF.

Cash shall mean payment, including by check, issued by or on behalf of the Debtor with respect to any payment of funds required to be made pursuant to the Plan.

Claim shall mean a claim, as defined in Bankruptcy Code Section 101(5), against the Debtor.

Confirmation Date shall mean the date on which the Confirmation Order is entered on the docket of the Bankruptcy Court.

Confirmation Order shall mean the Order (which need not be a Final Order) confirming the Plan pursuant to Bankruptcy Code Section 1129.

DIP Lender shall mean Alan Cohen, an individual residing in Massachusetts with whom the Debtor's principal, Lisa D'Aoust has a long-standing business relationship. Ms. D'Aoust sells real estate for Mr. Cohen through her non-debtor real estate broker business. Mr. Cohen has agreed to loan funds sufficient to pay off the Debtor's real estate tax arrearage in return for receiving a priming lien on the Real Estate. This arrangement is described more fully herein.

Effective Date shall mean March 15, 2018 as also established in Article VII of the Plan.

Encumbrances shall mean all liens, encumbrances, mortgages, hypothecations, pledges, and security interests of any kind whatsoever.

Executory Contract shall mean an executory contract within the meaning of 11 U.S.C. Section 365 of the Bankruptcy Code.

Fee Claim shall mean the Administrative Claim of a professional person for compensation and/or reimbursement of expenses.

Final Order shall mean an Order of any court, administrative agency or other tribunal as entered on its docket as to which (a) the time to appeal or petition for rehearing or certiorari has expired and as to which no appeal or motion for rehearing or petition for certiorari has been timely filed or taken, (b) if such an appeal or motion for rehearing or petition for certiorari has been timely filed or taken, such order or judgment has been affirmed by the highest tribunal in which review was sought or such appeal, motion for rehearing or petition for certiorari

was dismissed or otherwise terminated without modification of such order or judgment, and the time has expired within which any further proceeding for review may be commenced.

Order shall mean an order of the Bankruptcy Court.

Petition Date shall mean May 10, 2017.

Plan shall mean the Debtor's Amended Plan of Reorganization Dated January 3, 2018, as it may be amended or modified by the Debtor from time to time, together with all exhibits, schedules and other attachments thereto, as the same may be amended or modified by the Debtor from time to time, incorporated herein by reference.

Post-Petition Bar Date shall mean the date which is sixty (60) days following the Confirmation Date.

Prime Rate shall mean the annualized rate of interest designated as the "Prime Rate" as published in the Money Rates Section of The Wall Street Journal, Eastern Edition as of the Effective Date of the Plan. If the Prime Rate shall no longer be published in the Money Rates or any other section of The Wall Street Journal, then the holder(s) of an obligation payable with interest at the Prime Rate pursuant to this Plan shall have the right, exercising reasonable judgment, to substitute a new method for determining a comparable per annum interest rate to be charged by the holder(s) and such rate of interest determined by such method shall become the Prime Rate for the purpose of this Plan and any obligation issued pursuant to this Plan.

Priority Claim shall mean an Unsecured Claim arising before the Petition Date and allowable under Section 507(a)(2) through 507(a)(10) of the Bankruptcy Code.

Real Estate shall mean the property known as 63 Route 27 in Raymond, New Hampshire owned by the Debtor.

Reorganized Debtor shall mean LTD Management, Inc after confirmation of the Plan.

Secured Claim shall mean a Claim that is secured by perfected (or similarly binding) encumbrances on any of the Debtor's assets, to the extent provided in 11 U.S.C. Section 506 of the Bankruptcy Code.

Unexpired Lease shall mean a lease that has not expired or terminated within the meaning of 11 U.S.C. Section 365 of the Bankruptcy Code.

Unsecured Claim shall mean a Claim which arose before the Petition Date and which is not secured by any interest in any property of the Debtor's estate, and shall include a Claim which arises from the rejection of an Executory Contract or Unexpired Lease, within the meaning of Section 365 of the Bankruptcy Code; provided, however, that in order to be an Unsecured Claim, such Claim must be evidenced by a proof of claim which has been timely filed by the holder of the Claim (whether or not such proof of claim has been Allowed) prior to the Bar Date, or such Claim must be described on Schedule F filed by the Debtor and not noted as unliquidated, contingent or disputed on such Schedule (whether or not such claim is deemed Allowed). Unsecured Claim also shall mean the portion of a purportedly secured claim which is determined to be unsecured in accordance with the principles of 11 U.S.C. Section 506 of the Bankruptcy Code.

II. SUMMARY OF THE PLAN

The Debtor has proposed a Plan of Reorganization. The Plan accompanies this Disclosure Statement. To the extent there are any discrepancies with the Plan, the terms of the Plan control. The Court may approve the Plan if it is fair and equitable, and if it is accepted by at least one class of impaired creditors, not including insiders. Your vote either in favor of or against this Plan is important to its approval or rejection. An impaired class is deemed to have voted in favor of the Plan if two-thirds in dollar amount and more than one-half in number of the holders of the Claims of such class vote in favor of the Plan. The impaired classes in this proceeding include: TD Bank, N.A.; the Internal Revenue Service, and National Finance Corporation ("NFC" or "National Finance").

The Plan provides that an existing shareholder –Lisa D'Aoust shall retain her interest in the Debtor. Lisa D'Aoust has contributed new value in excess of $19,000 to the Debtor during the course of this Case (as described more fully in Section V.D). In return for this new value contribution, following confirmation of the Plan, Lisa D'Aoust will serve as President of the Reorganized Debtor and will be the sole equity holder of the Reorganized Debtor.

Under the Plan, the Debtor will utilize primarily the following resources to fund the Debtor's obligations under the Plan: (a) proceeds from the continued rental of the Real Property, (b) proceeds of the loan from the DIP Lender; and (c) the "new value" that already has been contributed by the Debtor's equity holder in excess of $19,000 during the pendency of this case. It is not anticipated that any avoidance or collection actions will be a source of funding the Plan. The Debtor believes that the alternative to the Plan is a chapter 7 liquidation which will provide unsecured creditors with less or no recovery. By continuing the business through the Reorganized Debtor, the unsecured creditor class will receive more in distributions than it would in a chapter 7 liquidation.

The Debtor has revived LTD Management, Inc. with the New Hampshire Secretary of State which revival became effective December 19, 2017 by: filing the

missing annual reports since administrative dissolution; paying the required outstanding fees and charges; and filing the application for revival. The New Hampshire Secretary of State's online records show that LTD Management, Inc. is in good standing. Also, the Reorganized Debtor has been in communication with the State of New Hampshire regarding the environmental issues on the Real Estate. The Reorganized Debtor will provide access to the State of New Hampshire for the removal of three underground storage tanks ("USTs') from the Real Estate. The UST removal work will be conducted by State of New Hampshire contractors. The New Hampshire Department of Environmental Services believes that there are three USTs partially on the property and partially on the abutting property because imaging equipment has indicated that they are there. Removal of the USTs will be at no cost to the Debtor, the cost to be borne by a fund administered by the State. If upon access to the site the existence of the USTs is confirmed, there is an MTBE cleanup fund available to pay for the necessary soil remediation. The Debtor's expense will be a $5,000 deductible that the Debtor will be allowed to pay over time – up to five years. This expense is shown on the Debtor's Projections which have been filed as **Exhibit A** to this Disclosure Statement. The Debtor believes, based on extensive discussions with John Pasquale of the New Hampshire Department of Environmental Services, that the $5,000 deductible is likely the full extent of its financial liability related to the environmental conditions. However, see Section XV of this Amended Disclosure Statement for more detailed explanation of the environmental conditions and related financial risk.

The Secured Claim of the Town of Raymond (Class One) will be paid in full on or about the Effective Date of the Plan via a Debtor-in-Possession ("DIP") loan. The loan extended by the DIP lender will be secured by a priming mortgage on the Real Estate at 4% over 15 years with principal and interest payments being due on the 15th day of each month. The estimated amount owed to the Town of Raymond is $48,000. Thus, the estimated monthly payment to the DIP lender will be $355, as compared to the monthly payment of $1,219 that would be required to the Town of Raymond if the interest rate continued at 18%. The DIP loan, therefore, helps the Plan achieve feasibility and also serves as protection to those holding junior liens as it reduces the rate at which interest would accrue in the event of a default. The DIP lender will record a mortgage at the Rockingham County Registry of Deeds along with a copy of the Confirmation Order as evidence of its priming lien.

The Secured Claim of TD Bank, N.A. ("TD") (Class Two) will be paid in full according to the terms of a modification to the existing promissory note to be executed by the Reorganized Debtor before the Effective Date. The loan will be amortized over twenty (20) years at a fixed interest rate of 6%. The Debtor's payment obligations to TD in relation to TD Bank, N.A's Allowed Secured Claim will continue to be secured by the mortgage which was recorded at the Rockingham County Registry of Deeds at Book 3811, Page 1033. It will enjoy second priority position, immediately junior to the DIP priming lien. TD is fully secured and, therefore, payment in the manner described shall constitute payment in full of any and all amounts owed to TD as of the Petition Date. The existing security agreements and mortgage shall survive confirmation and shall secure the modified promissory note subject only to the priming lien of the DIP lender.

The Secured Claims of the Internal Revenue Service (Class Three and Class Five) for Tax Years 2007, 2008, 2009, 2010, and 2011 are secured via separate IRS tax liens that were recorded at Book 4943, Page 020; Book 5435, Page 2204; Book 5479, Page 1297 and Book 5694, Page 2816. They are deemed fully secured. The Allowed Class Three and Class Five Claims shall be paid as provided herein. The total Allowed Claim under Class Three and Class Five shall be paid with 4% interest via monthly payments over the 60 months following the Effective Date of the Plan. The tax liens shall survive confirmation and shall be released consecutively when the tax debt associated with each is paid in full through the Plan.

The mortgage-related Claim of NFC (Class Four) is secured by a mortgage in the amount of $150,000 that was recorded at the Rockingham County Registry of Deeds at Book 5237, Page 1255; it comes after the first IRS lien but before the other IRS liens. It is deemed fully secured. Said Claim shall be paid pursuant to a promissory note the terms of which shall be agreed to by the Debtor and NFC and assumed by the Reorganized Debtor (the "Note") in the principal amount of $150,000. Payments on the Note shall begin on the thirtieth (30th) day following the Effective Date. The Note will include provisions such as late fees and collection provisions usual and customary in the industry outside of bankruptcy, the exact terms of which will be agreed upon by NFC and the Debtor before the Effective Date. The Debtor proposes to pay the Claim of $150,000 at 6% interest over 20 years.

The attachment-related Secured Claim of NFC (Class Six) is purportedly secured by an attachment recorded at the Rockingham County Registry of Deeds at Book 5701, Page 0541. The attachment is recorded after the last of the IRS liens. The total amount due as a Secured Claim under Class Five shall be based upon the Allowed Secured Claim to the extent provided in 11 U.S.C. Section 506(a) of the Bankruptcy Code. Thus, the total estimated amount of Claim Five is $60,109. Claim Five shall be paid according to a promissory note in the amount of $60,109 the terms of which shall be agreed upon by NFC and the Debtor at 6% over 20 years and shall be paid in monthly installments beginning on the thirtieth (30th) day following the Effective Date.

NFC also shall hold an Unsecured Claim (Class Seven) consisting of the amount owed to NFC which, pursuant to 11 U.S.C. Section 506 of the Bankruptcy Code, is not secured by the NFC attachment. Debtor asserts that the amount of this Claim is $33,922.[2] It shall be treated as a general Unsecured Claim under the Plan.

Lisa D'Aoust, the sole stockholder of the Debtor, shall retain her equity interest in the Debtor post-confirmation (Class 8) and shall be the sole equity holder of the Reorganized Debtor in return for the capital infusions Ms. D'Aoust already has made during the pendency of this case in the amount of at least $19,000 (by paying $4,000 to

[2] The above being said, the Debtor disputes the calculation of post-judgment interest and asserts that when the proof of claim is amended to fix an inaccurate calculation of post-judgment interest it will reduce National Finance Corporation's unsecured claim to $22,638.60 and increase the unsecured creditor dividend percentage to 26.5%.

the appraiser from her LLC's funds as well as $14,000 for the deposit to Debtor's counsel, and more than $4,000 for real estate taxes).

The Debtor believes that the Plan Provides for the fair and equitable treatment of all creditor Claims and that the Plan is in the best interests of all creditors and other parties in interest.

III. HISTORY AND BACKGROUND OF THE DEBTOR

The Debtor is a corporation organized and existing under the laws of the State of New Hampshire. The current sole equity holder is Lisa D'Aoust. The Debtor's principal business is that of a landlord with respect to a mixed use (commercial and residential) building located at 63 Route 27, Raymond, New Hampshire (the "Real Estate").

The Debtor was formed in July 1992 to "engage in the business of real estate purchase, sale, brokerage, management, building and development services." (See Articles of Incorporation). There were three equal owners of the corporation. Its first place of business was 43 Freetown Rd, Raymond, New Hampshire 03077. The Debtor operated as a real estate brokerage company under the trade name Team Realty from 1992 -1993. In or about 1993, the Debtor began to operate under the trade name Century 21 Team Realty. The Debtor moved its operations to one of the units at 63 Route 27, Raymond, New Hampshire. Ultimately, the Debtor purchased the Real Estate in March 1998 becoming the landlord to the other tenants. Pursuant to a buyout agreement in 2006, Lisa D'Aoust became the sole stockholder of the Debtor. Ms. D'Aoust continued to operate the Debtor under the trade name Century 21 Team Realty but ceased employing individuals in or about 2007. The Debtor then retained its real estate agents as independent contractors. The Debtor so operated until 2011 when the Debtor began to operate under the trade name owned individually by Lisa D'Aoust, Teamwork Realty, until 2015. In September 2015, the sole stockholder Lisa D'Aoust formed a separate limited liability company – LTD Teamwork Realty, LLC ("Teamwork Realty"). Commencing January 1, 2016, all of the real estate sales business has been operated under Teamwork Realty.

The Debtor continues to operate solely in its capacity as the owner of the Real Estate and landlord to its tenants. The Real Estate is comprised of five (5) units. Two of the units are residential and are occupied under written one-year leases. One of these tenants has been occupying his unit for six to seven years. The other residential tenant has been occupying the premises for one year (lease just renewed) and has always paid on time. The Debtor has every reason to believe that these tenants will continue to renew their leases on an annual basis. The other three units are commercial. Two are occupied, the third has a signed lease and moved in November 1. One of the commercial unit tenants just renewed its lease in June 2017 for a term of three years. That tenant has occupied the building for approximately twelve (12) years. Pursuant to the terms of the lease, the Debtor is permitted to increase the rent for that unit beginning Year Two of the lease upon 60-days' notice. The Debtor expects to implement a small rent increase. The third commercial unit just became occupied in November by a tenant who has retrofitted

the space to be a salon. This tenant has an established salon that she is moving to this location and has a book of business that she is bringing with her. The Debtor has every reason to believe that the salon will be a reliable tenant.

Teamwork Realty occupies one commercial unit, recently signed a three-year lease and began paying rent at $1,200 per month in September. Teamwork Realty serves as the building manager at no charge to the Debtor, managing building maintenance, collection of rent, and re-letting properties as they become vacant. In order to provide more breathing room in the Debtor's budget, Teamwork Realty will be moving to a smaller space within the building and the Debtor will rent out the space Teamwork Realty currently occupies to an outside business. This arrangement is reflected beginning Month 6 of the Projections. The benefit of this arrangement is that it brings in an extra $300 per month that will be used as reserve for maintenance and repairs. The monthly rents collected from each unit appear on the Projections which are included as **Exhibit A** to this Disclosure Statement. The total monthly rent roll commencing December 2017 will be $4,800. This is expected to increase at Month 6 as reflected and then to gradually increase as leases are renewed and/or renegotiated. See also **Section XIII** – Financial Projections.

Historical Financials
and Events Leading Up to the Bankruptcy:

As described previously, the Debtor formerly operated as both a real estate broker and an owner of real estate/landlord. It so operated until the end of 2015. Commencing January 1, 2016, the real estate broker business was separated and now operates under a separate LLC owned by Lisa D'Aoust. The reason the two operations were split is for tax purposes. An IRS agent advised Ms. D'Aoust that there would be tax benefits to operating the real estate sales business separate from the real estate ownership/landlord business. Based on this advice, Ms. D'Aoust created a new LLC for the real estate sales business (LTD Teamwork Realty, LLC) and has been so operating since January 1, 2016.

Prior to 2016, while Debtor's business was operating conjunctively with the real estate sales business, the Debtor incurred some income tax liability for years 2007, 2008, 2009, 2010, and 2011. Due to depressed real estate sales caused by the housing collapse and poor tenant performance and related vacancies caused in part by the Great Recession it was difficult for the Debtor to meet payroll, pay all of its expenses and pay its income taxes. The Debtor also fell behind in real estate property taxes. During those years, there was insufficient revenue for the Debtor to pay all of its expenses. The recovering real estate market has since resulted in an increase in the annual real estate commissions over the past few years making it possible for the non-debtor entity Teamwork Realty to keep current with its own on-going income tax obligations and other expenses. It also has enabled Teamwork Realty to make payments on behalf of the Debtor toward the outstanding real estate tax obligations. Between January 1, 2016 (Teamwork Realty's inception) and the end of September 2017 (when Teamwork Realty signed a formal lease with the Debtor), Teamwork Realty paid the following amounts from its account on behalf of the Debtor $46,249.89 toward back real estate taxes and $17,000 in mortgage

payments to TD Bank for a total of $63,249.89. The Debtor's records show that it collected a total of $45,399 in rents during this period. Therefore, $17,850.89 of the payments made from the Teamwork Realty account on behalf of the Debtor were from Teamwork Realty funds. Thus, during the period of Jan 1, 2016 through July 2017, Teamwork Realty in effect paid "rent" to the Debtor averaging $940 per month. The recovering economy also made it possible for the Debtor to secure and retain replacement tenants, to insist upon prompt payment and to raise rents.

(i) Historical Rents and the National Finance Mortgage:

Rents:

Over the past three years, there has been a trend of increasing rents as the real estate market has improved. The Debtor's gross rents were: 2014 - $20,540; 2015 - $27,250; and 2016 - $39,240. The Debtor believes that this improvement is due to the improving real estate market and Lisa D'Aoust's ability to re-focus on the business. In 2014 and 2015, Ms. D'Aoust had a family member battling cancer. That family member needed care and was the parent of a young child who also needed care and supervision. Ms. D'Aoust stepped in to help her family through that difficult time. Whereas Ms. D'Aoust is the sole owner of the Debtor, rent collection, marketing the property to fill vacancies, and real estate sales[3] necessarily suffered during this time. Ms. D'Aoust was unable to spend as much time collecting rents and filling vacancies as she would have liked, nor was she able to spend as much time on her real estate sales. This difficulty was compounded by the fact that her life partner had just lost his sand and gravel business in 2011 and a secured creditor, NFC, was pursuing LTD Management for the deficiency.[4] Those events were a distraction that prevented Ms. D'Aoust from being able to give the Debtor her full attention.

Ms. D'Aoust's family member died in 2016. While this was a tragic and unfortunate event, her passing did enable Ms. D'Aoust to re-focus on the future. She took custody of the minor child and focused her attention on the business. The Debtor now has stable residential and commercial tenants which the Debtor expects to yield annual gross rents of at least $63,600. Also, a significant increase to the Debtor's rental income going forward will be the rental payments made by Ms. D'Aoust's non-debtor entity, Teamwork Realty[5]. Teamwork Realty, began paying $1,200 rent per month to the Debtor in September 2017 and has executed a three-year lease with the Debtor.

[3] During 2014 and 2015 Ms. D'Aoust operated her real estate sales business within LTD Management, Inc. At the end of 2015, Ms. D'Aoust separated the two businesses such that her real estate sales business is operated under LTD Teamwork Realty, LLC and the Debtor's only business is owning and renting the Real Estate.

[4] It was in trying to help her partner avoid foreclosure and the loss of his business that Ms. D'Aoust agreed to place a mortgage on the Real Estate owned by the Debtor to the benefit of National Finance, a creditor in this bankruptcy proceeding. The funds were supposed to help prevent foreclosure and loss of his business. It did not work and left the Debtor with a deficiency owed to National Finance for a loan the proceeds of which the Debtor did not receive or benefit from.

[5] This non-debtor entity occupies one of the commercial units in the Real Estate and also serves as the manager of the Real Estate overseeing necessary maintenance and repairs and collecting rent.

Teamwork Realty will continue to pay $1,200 in monthly rent until it moves within the building to smaller space. At that time a sixth unit will be available which shall be rented out at $1,200 per month and Teamwork's monthly rent will be reduced to $300. All of the Debtor's tenants except one recently renewed their leases, some at increased monthly rental rates. The one that did not recently renew is due to renew soon and already has indicated that it will stay, renew the lease, and agree to a rent increase. Thus, the Debtor has every reason to believe that its projected income from rents will be accurate and stable income to the Debtor.

National Finance Debt and Mortgage:

The Debtor never borrowed anything from National Finance. In or about 2011, the Debtor's principal's life partner had a sand and gravel business that was failing. He was attempting to save his business and borrowed some funds from National Finance. The relationships were complicated in that the principals of National Finance had their names on the accounts into which the loan proceeds were deposited and were in large part controlled by them – e.g. they loaned the money to the failing business and then controlled how it was used. The Debtor did not have any interest in that business and never received those funds. Nevertheless, as part of a deal for the loan or a portion of the loan, National Finance required Ms. D'Aoust to pledge the real estate owned by the Debtor as collateral for the loan to her life partner's business. Ms. D'Aoust did so very reluctantly. In the end after much acrimony between that business and National Finance, that business failed. Ms. D'Aoust believes that there were some misrepresentations made about the value of that business's assets when she was convinced to pledge the Debtor's real estate as collateral and when National Finance was liquidating those assets. While the Debtor is not attempting to re-litigate those issues here, the Debtor feels it is important to note: that 1) The Debtor never received any funds/loan from National Finance; 2) The Debtor believed that the assets of Ms. D'Aoust's life partner's business would be sufficient to pay that debt in full; and 3) it was the act of National Finance's attempted foreclosure of the Debtor's real estate that caused the Debtor to file bankruptcy.

(ii) Historical Gross Real Estate Sales of the Debtor and now Teamwork Realty :

Prior to 2014, the recession and depressed real estate market caused the Debtor significant financial distress due to decreased real estate sales and unreliable tenants. Historically, the Debtor had experienced a down market for one to three years but never the length of the recent housing downturn which was from 2008 to about 2014. This extended downturn caused the Debtor to be unable to pay its federal income taxes at the end of tax years 2007 -2011. Although the Debtor then began paying its income taxes when due, it had also fallen behind on its real estate property taxes owed to the Town of Raymond, New Hampshire. Although within the last year or more it has been paying its current real estate taxes and making extra payments, it still owes back real estate taxes for 2014 - 2016. These amounts will be paid in full as described in further detail herein through the DIP Lender shortly after confirmation of the Plan.

In 2014, real estate sales experienced noticeable improvement. In 2014 – 2015, the real estate sales business was still being operated under the Debtor's legal entity, LTD Management, Inc. In 2014, the Debtor earned $60,930 in real estate sales commissions. In 2015 the gross sales commissions were $61,026. In 2016 the real estate sales business was separated and began to operate under the new legal entity, Teamwork Realty. In 2016 Teamwork Realty's gross real estate sales commissions were $59,380. This number is likely lower than it could have been given that Ms. D'Aoust was still working to stabilize her family situation in much of 2016. She now has custody of the minor child, adequate child care, and is focused on her business. This re-focus and improving real estate market is reflected in the year-to-date gross real estate commissions earned from Jan 1 – September 30, 2017 which total $79,347. This is an increase of almost $20,000 more than the *annual* commissions for last year. Moreover, Teamwork Realty expects to close at least three more real estate sales before the end of 2017 for total estimated gross real estate commissions in 2017 of $97,347. Should sales be equivalent next year, Teamwork Realty projects that it will be able to pay its $1,200 monthly rent to the Debtor and its other expenses and have approximately $26,000 available to Ms. D'Aoust as an owner's draw for her time and effort. This is a substantial improvement from when the real estate market was depressed and/or Ms. D'Aoust had reduced her activities due to the family member's illness. Ms. D'Aoust is optimistic that 2018's real estate sales will be equally or more successful than 2017 because industry reports suggest that the real estate market is continuing to improve. Also, Teamwork Realty already has a contract to sell a six-unit subdivision of higher-end homes in an established high-end-home neighborhood in the first quarter of 2018. These sales are expected to bring in at least one third of the total commissions earned in 2017 in just the first quarter of 2018. For these reasons, Ms. D'Aoust believes that Teamwork Realty will be a valuable and reliable property manager and tenant for the Debtor.

The Debtor is now paying its income taxes and real estate taxes when they become due. The Debtor did not owe any income taxes for the 2016 tax year and has been paying the Town of Raymond $750 monthly toward the second half of its 2017 real estate tax obligations. The Debtor has confirmed that the real estate taxes owed for 2017 will be paid in full when the Debtor makes its December payment.

Following is the Debtor's Balance Sheet as of the Petition Date. (This information is provided solely for the purpose of providing information for creditors in connection with their evaluation of the Plan; it is not an independently audited report):

BALANCE SHEET OF LTD MANAGEMENT, INC.
As of January 1, 2018

ASSETS:

63 Route 27, Raymond, NH	**$375,000.00**[6]

[6] The real estate was appraised on July 5, 2017 by Michael J. Farinola. The appraised value is $380,000. While the Debtor believes that such appraised value does not take into account the environmental conditions, the Debtor has assumed that value to be correct for the purpose of this Amended Disclosure

Checking Account	**$11,073.82**
Retainer held by bankruptcy counsel	**$ 2,000**[7]
Back Rents/Receivables Owed to LTD	**$ 2,100.00**[8]
Office Furniture and Equipment	**$ 3,000.00**
TOTAL ASSETS:	**$393,173.82**

LIABILITIES:

Creditors Holding Secured Claims:	
Town of Raymond (Property Tax)	**$ 48,248.01**
TD Bank, N.A.	**$ 91,549.29**
Internal Revenue Service	**$ 25,340.65**
National Finance Corporation	**$210,109.00**[9]
Creditors Holding Priority Claims:	
NH Department of Revenue Admin.	**$ 0.00**
Creditors holding Unsecured Non-priority Claims:	
National Finance Corporation	**$ 33,922.00**
TOTAL LIABILITIES:	**$ 409,168.95**
NET VALUE:	**$ ($15,995.13)**

IV. ASSETS OF, AND CLAIMS AGAINST, THE DEBTOR

The Bankruptcy Court established a deadline for the filing of proofs of claims against the Estate for the purpose of establishing the Debtor's liabilities which deadline is referred to as the "Bar Date".[10] To the extent that a proof of claim or interest is not filed on or before the Bar Date, and to the extent that the Claim is scheduled by the Debtor as disputed, unliquidated or contingent, such party is deemed to have waived any and all Claims against the Debtor's Estate. No Claim will be entitled to payment until such Claim is an Allowed Claim. If an objection is made to a Claim, no payment will be made until the Bankruptcy Court determines the lawful amount of the Claim. The creditors for

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Statement Per discussions with the NH Dept. of Environmental Services the deductible for the environmental remediation will be $5,000. The value of the real estate has been estimated less this amount.

[7] The initial retainer paid was $6,000 from the personal funds of Ms. D'Aoust from which $1,717 was used for the bankruptcy court filing fee and $2,417.00 was paid to Debtor's counsel pre-petition for preparing and filing the Debtor's petition and schedules. Amount remaining in IOLTA at that time was $3,583. Ms. D'Aoust has continued to make payments toward the retainer at $1,000 per month. Debtor's counsel was paid $9,583 from that retainer. Debtor's counsel is now holding $2,000 in the IOLTA account.

[8] The Debtor has collected some past due rents post-petition. The outstanding receivable is $2,100. The Debtor does not consider any back rent to be owed by the non-debtor tenant Teamwork Realty.

[9] NFC filed a secured claim in the amount of $ 244,031.32. The Debtor disputes the exact amount of the debt, the interest rate, and the amount that is secured. The Debtor asserts that the total amount secured is $210,109 and that $33,922 is unsecured.

[10] The Bar Date applies to all Claims and interests against the Estate except for administrative claims under Section 503(b) of the Bankruptcy Code and claims held by governmental entities.

the liabilities listed above have filed Claims in the bankruptcy case. The Debtor has reserved the right to object to those Claims. Based on the Claims filed, the Debtor's schedules of assets and liabilities prepared by the Debtor, and the Debtor's most recent estimates of value of its assets, the Claims against the Debtor and the assets of the Debtor can be stated as follows:

A. *Secured Claims*

A Claim is "Secured" when a creditor holds a lien on particular assets ("Collateral") to ensure payment of the Claim. In general, proceeds from any sale of Collateral must be applied first to the repayment of any Claims secured by the Collateral. If the amount of the Claim exceeds the value of the Collateral, then the Claim is considered to be a "Secured Claim" under the Bankruptcy Code, to the extent of the value of the Collateral, and an Unsecured Claim for any balance of the Claim in excess of the value of the Collateral.

The Debtor scheduled creditors holding Secured Claims, as follows:

The Claim held by the Town of Raymond which shall include all of the 2013-2016 real estate taxes.

The Claim held by TD Bank, N.A. which is the First Mortgage secured by the Real Estate and which encumbrance is recorded at the Rockingham County Registry of Deeds at Book 3811, Page 1033.

The liens held by the IRS for the following tax years: 2007, 2008, 2009, 2010, and 2011 all secured by IRS liens recorded at the Rockingham County Registry of Deeds at – Book 4943, Page 0201; Book 5435, Page 2204; Book 5479, Page 1297 and Book 5694, Page 2816. The IRS lien at Book 4943, Page 0201 has priority over the mortgage held by National Finance Corporation; the rest of the IRS liens were recorded thereafter.

The Claim held by National Finance Corporation secured by a mortgage in the principal amount of $150,000. This mortgage was recorded at the Rockingham County Registry of Deeds at Book 5237, Page 1255; it comes after the first IRS lien but before the rest of the IRS liens.

The portion of the National Finance Corporation Claim secured to the extent provided in 11 U.S.C. Section 506 of the Bankruptcy Code by an attachment recorded at the Rockingham County Registry of Deeds at Book 5701, Page 0541. It comes after the IRS liens in priority. It shall be treated as an Allowed Secured Claim under the Plan in the amount of $60,109.

B. *Administrative Claims*

Administrative Claims are Claims arising from the costs and expenses of conducting a Chapter 11 case. They include fees of professional persons employed by the Debtor and by the Creditors' Committee, if any, to the extent approved by the Bankruptcy Court (no Creditors' Committee, however, has been appointed in this Case), and ordinary and necessary Claims incurred after the initiation of the Chapter 11 case. Administrative Claims also include Claims for the costs and expenses of preserving the Debtor's Estate or its assets.

Administrative Claims are entitled, pursuant to Bankruptcy Code Section 507(a)(1), to receive payment before other Priority Claims and before payment of pre-petition Unsecured Claims against the Debtor's Estate. The Debtor estimates that as of the Effective Date, Administrative Claims will consist of the Debtor's obligation to Cheryl C. Deshaies, Esq. in the estimated amount of $18,000. The Administrative Claims are subject to approval of the Bankruptcy Court pursuant to the procedures set forth in Bankruptcy Code Sections 330 and 331. Debtor's counsel received approval of an interim fee application and was paid $9,583 from a retainer that counsel was holding. Debtor has continued to pay $1,000 monthly to replenish the retainer such that counsel will be holding approximately $4,000 in its IOLTA account by the Effective Date of the Plan. That amount, along with the reserves that the Debtor has in its operating account will be sufficient to pay the remainder owed to Debtor's counsel in a lump sum on the Effective Date , provided the fees are approved by the Court.

C. *Other Unsecured Priority Claims*

The Bankruptcy Code also provides priority for payment of other Claims. Priority Claim means an Unsecured Claim arising before the Petition Date and allowable under Sections 507(a)(2) through 507(a)(10) of the Bankruptcy Code. Such a Claim must be paid ahead of the other unsecured claims in a bankruptcy proceeding. There are no priority claims in this case.

D. *General Unsecured Claims*

Claims that are not fully Secured Claims, or Claims not entitled to Priority under the Bankruptcy Code are considered "general unsecured claims." If a claimant supplied goods or services and/or a Claim arose prior to the Petition Date, and the claimant holds no security for payment of the Claim, the claimant holds a general Unsecured Claim. In addition, a Claim for damages resulting from the Debtor's rejection of an executory contract is a general Unsecured Claim, as is the Claim of a secured creditor, to the extent that the Claim exceeds the value of the collateral and will be treated as a general Unsecured Claim under the Plan.

In order to become an Allowed Claim, and thus receive payment pursuant to the Plan, a general Unsecured Claim must have either been (i) set forth in a proof of claim properly filed with the Bankruptcy Court on or before the Bar Date, or (ii) listed by the

Debtor in its schedules of liabilities filed with the Bankruptcy Court as a general Unsecured Claim which was neither disputed, unliquidated or contingent. Even if properly filed or scheduled, a Claim may still be disallowed if an objection to the Claim is filed by the Debtor and sustained by the Bankruptcy Court.

The total of general Unsecured Claims is estimated by the Debtor to be approximately $33,922 consisting of the portion of the Claim held by National Finance Corporation which exceeds the value of the collateral and, therefore, will be treated, pursuant to 11 U.S.C. § 506(a) as a General Unsecured Claim.

V. DESCRIPTION OF THE PLAN

A. *Introduction*

The following description of the Plan is only a summary. Creditors and other parties in interest are urged to carefully read the Plan in full. If the Bankruptcy Court confirms the Plan, the Plan will be binding upon the Debtor, all creditors, and other affected parties.

In Order for any Claim to be paid pursuant to the Plan, the Plan must be confirmed by the Bankruptcy Court and must take effect in accordance with its terms. The hearing at which the Court will consider confirmation of the Plan has been scheduled to take place on ____________2017 at _______________ a.m./p.m., in Courtroom A at the United States Bankruptcy Court, Warren B. Rudman United States Courthouse, 55 Pleasant Street, Concord, New Hampshire 03301. If the Plan is confirmed on that date, the Plan will take effect on the Effective Date as defined in the Plan.

In order for your particular Claim against the Debtor to receive a distribution under the Plan, the Claim must be an Allowed Claim. A Claim is Allowed when it is determined to be valid pursuant to procedures established by the Bankruptcy Code, the Bankruptcy Court and the Plan. For further information in this regard, see Section VIII, "Allowance of Claims and Interests," below.

B. *Treatment of Non-Classified Claims*

Under the Plan, certain Claims are not classified. These include Administrative Claims pursuant to 11 U.S.C. §§ 507(a)(1) and 503(b) including charges against the Debtor's estate under 28 U.S.C. Section 1930. Administrative Claims will be paid in full on the later of the date that such Claim becomes an Allowed Administrative Claim and: (i) the date that payment of such Claim is due in accordance with its terms or; (ii) in accordance with any applicable provision of the Bankruptcy Code; or (iii) as otherwise agreed by the professional.

Debtors' counsel estimates that, as of the Confirmation Date, approximately $18,000 is owed to Cheryl C. Deshaies, Esq. of Deshaies Law for legal services related to this Case. An application for allowance of these fees shall be filed by Debtor's counsel

and the fees paid only upon approval by the Court. Any Administrative Claim for outstanding fees incurred in the Case pursuant to 28 U.S.C. Section 1930(a)(6) (e.g. Quarterly Fees) and due and payable as of the Effective Date shall be paid in full on the Effective Date. Thereafter, the Reorganized Debtor shall pay any and all fees lawfully due and payable under 28 U.S.C. Section 1930(a)(6) with respect to the Case in the ordinary course without necessity of allowance by the Court until entry of an Order closing the Case.

C. ***Classification of Claims under the Plan***

The Plan divides Claims (other than Administrative and unclassified Priority Claims) against the Debtor into eight (8) classes. Distributions to holders of Allowed Claims under the Plan are in full settlement and satisfaction of those claims, including any interest accrued thereon. Following is a list of the eight (8) classes of Claims:

Class One shall consist of the Allowed Secured Claim held by the Town of Raymond which shall include all of the 2013-2016 real estate taxes with interest and penalties outstanding as of the Effective Date. This class has super priority secured status.

Class Two shall consist of the Allowed Secured Claim held by TD Bank, N.A. which is the First Mortgage secured by the Real Estate and which encumbrance is recorded at the Rockingham County Registry of Deeds at Book 3811, Page 1033.

Class Three shall consist of the Allowed Secured Claim of the IRS Secured by its First Tax Lien. The Allowed Secured Claim is for the following tax years: 2007 and a portion of 2008. It is secured by the IRS lien recorded at the Rockingham County Registry of Deeds at Book 4943, Page 0201.It has priority over the mortgage held by National Finance Corporation.

Class Four shall consist of the Allowed Secured Claim held National Finance Corporation. The Class Four Claim is secured by a mortgage in the principal amount of $150,000. This mortgage was recorded at the Rockingham County Registry of Deeds at Book 5237, Page 1255; it comes after the first IRS lien but before the rest of the IRS liens.

Class Five shall consist of the Allowed Secured Claims of the IRS for its Second, Third, and Fourth Tax Liens which are for the following tax years: a portion of 2008; 2009; 2010; and 2011. The liens were recorded as follows: Book 5435, Page 2204; Book 5479, Page 1297; and Book 5694, Page 2816. These liens are all junior to the mortgage held by National Finance Corporation but senior to its attachment.

Class Six shall consist of the Allowed Secured Claim held by National Finance Corporation to the extent provided in 11 U.S.C. Section 506 of the Bankruptcy Code. The Class Six claim is purportedly secured by an attachment recorded at the Rockingham County Registry of Deeds at Book 5701, Page 0541. It comes after the IRS liens in

priority. Pursuant to 11 U.S.C. Section 506 of the Bankruptcy Code, the Debtor asserts that the Class Six claim is in the amount of $60,109. It shall be treated as an Allowed Secured Claim under the Plan in this amount.

Class Seven shall consist of the Allowed Unsecured Claim held by National Finance Corporation. It shall consist of the amount owed to National Finance Corporation, which pursuant to 11 U.S.C. Section 506 of the Bankruptcy Code, is not secured by the National Finance attachment. The Debtor asserts the Class Seven claim to be in the approximate amount of $33,922[11]. It shall be treated as a General Unsecured Claim in this amount under the Plan.

Class Eight shall consist of the equity interest held by Lisa D'Aoust, the Debtor's President and only equity holder.

D. *Treatment of Classified Claims and Interests*

Classes 2, 3, 4, 5, 6 and 7 are impaired under the Plan within the meaning of Bankruptcy Code Section 1124. The Plan's treatment of the classes of Claims and Interests are as follows:

Class One – Town of Raymond. The Town of Raymond real estate taxes enjoy super priority under New Hampshire law. In full and final satisfaction of the Claim in Class One, such Claim shall be paid as follows: (a) the amount of the Allowed Secured Claim will be paid in full after confirmation on or about the Effective Date of the Plan. The Class One Claim shall be paid by an outside lender ("DIP Lender") who will be loaning the Debtor the funds to pay the Town of Raymond in full. The loan extended by the DIP Lender will be secured by a priming mortgage on the Real Estate at 4% over 15 years with principal and interest payments being due on the 15th day of each month. The estimated amount owed to the Town of Raymond is $48,000. The estimated monthly payment to the DIP lender, therefore, will be approximately $**355**. The Class One Claim is not impaired under the Plan and the holder of such Claim will not be entitled to vote as a class to accept or reject this Plan.

Class Two – TD Bank, N.A. In full and final satisfaction of the Claim Allowed in Class Two, such Claim shall be paid as provided herein. The total amount due shall be based upon the Allowed Secured Claim with post-petition interest and fees less adequate protection payments made until the Effective Date. Said claim shall be paid pursuant to the existing promissory note as modified as agreed by the Debtor and TD and assumed by the Reorganized Debtor with the amount being treated as a Secured Claim. Payments on the modified note shall begin on the thirtieth (30th) day following the Effective Date. The modified Note will include provisions such as late fees, collection provisions, which are usual and customary in the industry outside of bankruptcy, the exact terms of which will

[11] The above being said, the Debtor disputes the calculation of post-judgment interest and asserts that when the proof of claim is amended to fix an inaccurate calculation of post-judgment interest it will reduce NFC's unsecured claim to $22,638.60 and increase the unsecured creditor dividend percentage to 26.5%.

be agreed upon by TD and the Debtor before the Effective Date. The amount due on the modified note shall be adjusted to the amount due at the time of the Effective Date such that the amount asserted on the proof of claim may be increased to reflect any interest, costs and fees accruing through the Effective Date, and decreased to reflect any post-petition adequate protection payments made by the Debtor and applied to the loan balance. The estimated amount owed to TD is $91,550. The estimated payment to TD with 6% interest to pay the loan in full in 20 years will be approximately $**656**. The Class Two Claim is impaired under the Plan and the holder of such Claim will be entitled to vote to accept or reject this Plan.

Class Three – IRS Allowed Secured Claim. The IRS has a secured claim which is for a portion of Tax Years 2008. The IRS lien securing this claim was recorded at Book 4943, Page 0201. The Allowed Class Three Claim is considered fully secured and shall be paid as provided herein. The total amount due under Class Three with interest and penalties is approximately $7,440.. This amount shall be paid with 4% interest via monthly payments over the 60 months following the Effective Date of the Plan. The estimated monthly payment to pay this Class Three Claim in full will be approximately $**140.00**. The tax lien shall survive confirmation and shall be released when the associated tax debt is paid in full through the Plan. The Class Three Claim is impaired under the Plan and the holder of such Claim will be entitled to vote as a class to accept or reject this Plan.

Class Four – Allowed Secured Claim of National Finance Corporation. In full and final satisfaction of the Claim Allowed in Class Four, such Claim shall be paid as provided herein. The total amount due under Class Four shall be based upon the Allowed Secured Claim. Said claim shall be paid pursuant to a promissory note as agreed by the Debtor and National Finance Corporation and assumed by the Reorganized Debtor (the "Note") in the principal amount of $150,00. Payments on the Note shall be made on the thirtieth (30th) day following the Effective Date. The Note will include provisions such as late fees and collection provisions usual and customary in the industry outside of bankruptcy, the exact terms of which will be agreed upon by National Finance Corporation and the Debtor before the Effective Date. The Debtor proposes to pay the Secured Claim of $150,000 at 6% interest over 20 years. The estimated monthly payment will be approximately $**1,075.00**. The Debtor reserves the right to pre-pay this obligation from non-debtor funds (thereby reducing the total interest that will be paid) should Ms. D'Aoust wish to contribute her personal funds. When the debt has been paid in full, National Finance Shall Record a Release of Attachment. The Class Four Claim is impaired under the Plan and the holder of such Claim will be entitled to vote as a class to accept or reject this Plan.

Class Five – IRS Allowed Secured Claims. The IRS has three liens in consecutive priority to secure tax debt for the following Tax Years: a portion of 2008; 2009; 2010; and 2011. The liens were recorded as follows: Book 5435, Page 2204; Book 5479, Page 1297; and Book 5694, Page 2816. These liens are all junior to the mortgage held by National Finance Corporation but senior to its attachment. The total amount due under Class Five with interest and penalties is approximately $17,900. This

amount shall be paid with 4% interest via monthly payments over the 60 months following the Effective Date of the Plan. The estimated monthly payment to pay this Class Five Claim in full will be approximately $**327.00**. The tax liens shall survive confirmation and shall be released consecutively when the associated tax debt is paid in full through the Plan. The Class Five Claim is impaired under the Plan and the holder of such Claim will be entitled to vote as a class to accept or reject this Plan.

Class Six - Second Allowed Secured Claim of National Finance Corporation. Class Six is a Claim purportedly secured by the attachment recorded at the Rockingham County Registry of Deeds at Book 5701, Page 0541. In full and final satisfaction of the Claim in Class Five the Claim shall be paid as provided herein. The total amount due under Class Five shall be based upon the Allowed Secured Claim to the extent provided in 11 U.S.C. Section 506(a) of the Bankruptcy Code. Thus, the total estimated amount of Claim Five is $60,109. Claim Five shall be paid according to a promissory note (the "Note Related to the Attachment") in the amount of $60,109 and shall be paid in monthly installments at 6% over 20 years. The estimated monthly payment is $**431**. The Debtor reserves the right to pre-pay this obligation from non-debtor funds (thereby reducing the total interest that will be paid) should Ms. D'Aoust wish to contribute her personal funds. When the debt has been paid in full, National Finance Shall Record a Release of Attachment. The Class Five Claim is impaired under the Plan and the holder of such Claim will be entitled to vote as a class to accept or reject this Plan.

Class Seven – General Unsecured Claim of National Finance Corporation. The Class Six Claim shall consist of the amount owed to National Finance Corporation, which pursuant to 11 U.S.C. Section 506 of the Bankruptcy Code, is not secured by the National Finance Corporation attachment. The Debtor asserts the Class Six Claim to be in the amount of $33,922.[12] In full and final satisfaction of the Unsecured Claim of National Finance, the Debtor will make payments toward this debt for the sixty (60) months following the Effective Date at **$100** per month beginning thirty (30) days after the Effective Date for a total payment of $6,000 which is a 17.68% distribution. The Debtor reserves the right to make this payment in a lump sum from non-debtor funds should Ms. D'Aoust wish to contribute her personal funds. When a total of $6,000 has been paid, whether by monthly payment, lump sum, or a combination of the two, the debt shall be deemed satisfied in full.

Class Eight - Equity. The sole stockholder of the Debtor is Lisa D'Aoust. In return for capital infusions that Ms. D'Aoust has made during the pendency of this case in the amount of at least $19,000 (by paying $4,000 to the appraiser from her LLC's funds as well as $14,000 for the deposit to Debtor's counsel, and more than $4,000 for real estate taxes). Ms. D'Aoust shall retain her equity interest and shall be the sole equity holder of the Reorganized Debtor. The Class Eight Claim is not entitled to vote.

[12] The above being said, the Debtor disputes the calculation of post-judgment interest and asserts that when the proof of claims is amended to fix an inaccurate calculation of post-judgment interest it will reduce NFC's unsecured claim to $22,638.60 and increase the unsecured creditor dividend percentage to 26.5%.

VI. MEANS FOR EXECUTION OF THE PLAN

Plan Funds. The funds necessary for the Debtor to execute and implement the Plan will come from the following sources: (a) the proceeds from the continued rental of the Real Property, (b) the proceeds of the loan from the DIP Lender; (c) reserves in the Debtor's checking account; and the (d) "new value" that already has been contributed by the Debtor's equity holder in the amount of $19,000 (by paying $4,000 to the appraiser from her LLC's funds as well as $14,000 for the deposit to Debtor's counsel, and more than $4,000 to real estate taxes).

Chapter 5 Claims

It is not anticipated that any avoidance or collection actions will be a source of funding the Plan. Actions that the Debtor has considered include the following:

a. Action Against Former Tenant

A former tenant of the Debtor was asked to vacate and did vacate because the tenant was not able to make his rent. At the time the Debtor filed bankruptcy, the former tenant owed the Debtor $3,100 in back rent. The amount outstanding at the time of drafting of this Amended Disclosure Statement is $2,100. The Debtor expects that, without the need for litigation, the Debtor will be able to collect the $2,100 in outstanding receivable. The Debtor does not know at what rate it will collect this receivable. The former tenant makes payments from time to time when he has the funds available. The Debtor believes it will be more cost effective to stay on good terms with the former tenant in order to encourage future payments rather than to file suit. Filing suit would not be cost effective in that it would consume estate funds for attorney's fees and could cause the former tenant to become recalcitrant. The Debtor estimates that the past due amount of $2,100 will be paid in full within the first year following confirmation of the Plan. Therefore, the Debtor has listed the outstanding receivable as revenue/income in February 2019. When the receivable is collected, it will be deposited into the Debtor's operating account and used as necessary if/when the Debtor experiences a shortfall or needs to undertake repairs or maintenance.

b. Action Against Lisa D'Aoust to Recover Owners Draws

In the year before the Debtor filed bankruptcy there was one bank account in the name of Teamwork Realty used by Teamwork Realty and the Debtor. The rents that the Debtor collected were deposited into that account. The Teamwork Realty account was used for Teamwork Realty purposes and to pay the Debtor's expenses. Ms. D'Aoust is the sole member of Teamwork Realty. During the years leading up to the Debtor's bankruptcy, as described previously in the disclosure statement, Ms. D'Aoust experienced difficulty in her personal life due to the illness and then death of a family member. Teamwork Realty and the Debtor were not given Ms. D'Aoust's full time and attention. Coupled with a downturn in the real estate market and the general economy,

income generated by real estate sales and by rental of the Debtor's property was depressed. Ms. D'Aoust' personal income tax returns reflect the following very modest amounts of income during those difficult years: 2014 - $19,138; 2015 - $6,680; 2016 - $24,716.

During the twelve months before the Debtor filed bankruptcy, Ms. D'Aoust reports having taken $4,900 from the Teamwork Realty operating account into which the Debtor's rents also were deposited. There is no evidence that Ms. D'Aoust was syphoning money from the Debtor to the detriment of its creditors. To the contrary, Ms. D'Aoust would testify that during much of the time leading up to the bankruptcy, her life partner largely supported their personal household expenses. Thus, the Debtor does not believe it has any viable chapter 5 claims against the Debtor's principal Ms. D'Aoust and does not intend to pursue any such claims.

c. Potential Actions Against LTD Teamwork Realty, LLC

Back Rent:

The Debtor does not consider any back rent to be owed by the non-debtor tenant Teamwork Realty. Teamwork Realty has occupied the premises since it began to operate in January 2016. Between January 2016 and the end of September 2017, the Debtor and Teamwork Realty did not have a lease or any formal requirement for rent.The Debtor simply allowed Teamwork Realty to occupy its unit in return for services Teamwork provided to the Debtor as the property manager. Thus, there is no past due rent owed and there would be no basis to file suit against Teamwork to attempt to collect the same. Even if one were to argue that Teamwork *should* have been required to pay rent to the Debtor, the Debtor already has benefitted in a substantial amount by payments made by Teamwork to creditors on behalf of the Debtor. For instance, during the period of January 2016 – September 30, 2017, payments were made from the Teamwork Realty account on behalf of the Debtor in the total amount of $63,249.89 ($46,249.89 to the Town of Raymond and $17,000 to TD Bank). During this period, the Debtor collected gross rents of $45,390. Thus, $17,859 of the payments made on behalf of the Debtor during this pre-petition period were from income generated by Teamwork Realty which equates to approximately $940 in monthly "rent".[13] Therefore it is the Debtor's position that there is no viable claim that the Debtor can bring against Teamwork Realty.

Fraudulent Transfer Action:

The Debtor does not believe it has a viable fraudulent action claim against Teamwork Realty on behalf of the estate. Teamwork Realty was created and the real estate sales business was separated from the Debtor at the end of 2015. In 2015, The

[13] Recognizing that the Debtor needs to pay its own obligations directly, a separate account was opened for the Debtor and Teamwork Realty has ceased making the Debtor's payments. Instead, Teamwork Realty entered into a formal lease with the Debtor in October 2017. Teamwork Realty continues to serve as the property manager and pays monthly rent. Together the rent and services are fair compensation for Teamwork Realty's use of the Debtor's space.

separation of the two businesses was at the advice of an IRS agent but regarding which the Debtor did not seek separate legal advice. It was not the sale of a business. It was simply the separation of the two divisions of the business for income tax planning reasons.

When the Debtor separated the two divisions, there were no significant assets transferred to the LLC. The Debtor retained its computers and office equipment that had a value of approximately $3,000. Also, at that time there were just three real estate agents who worked for the business, Ms. D'Aoust, and two *very* part-time real estate agents. The part-time real estate agents brought in only a total of $10,204.70 in commissions to the Debtor in 2015, some of which had to be turned over to the agents themselves. In 2016, agents other than Ms. D'Aoust brought in only $4,097.50 for Teamwork Realty some of which had to be paid to the agents. Thus, transferring the Debtor's subcontractor relationships to the new LLC at the end of 2015 did not result in any meaningful loss to the Debtor. Moreover, there was only one existing listing agreement at the time of separation of the divisions which was carried over to the new Teamwork Realty entity. It was a listing agreement to sell a mobile home. It closed in 2016 and the commission of $2,850 was collected by Teamwork and deposited into its operating account. Given that Teamwork Realty paid far more than this to the Debtor's creditors in 2016 for the benefit of the Debtor, the "loss" of the $2,850 commission was more than setoff by those payments. Finally, in 2016, Ms. D'Aoust's profit from Teamwork Realty after payment of its and a portion of the Debtor's expenses was only $14,291, a modest salary for Ms. D-Aoust. In conclusion, when the two businesses were separated, Teamwork Realty consisted primarily of the efforts of Ms. D'Aoust personally and was generating, and continues to generate, only enough to pay its expenses, rent to the Debtor and a modest salary to Ms. D'Aoust. Separation of the real estate sales business from the Debtor was not an actionable loss to the Debtor. The Debtor does not intend to pursue a fraudulent transfer claim against Teamwork Realty now or at any time in the future.

Transfer of Assets of the Debtor.

By virtue of the Order of Confirmation, all of the Assets of the Debtor shall be deemed transferred to the Reorganized Debtor free and clear of all liens and encumbrances. Notwithstanding, the real estate and other assets which were subject to the liens of the Town of Raymond, mortgage of TD Bank, liens of IRS and mortgage of National Finance shall continue to be so encumbered except that the new mortgage that the Debtor shall enter into with the DIP Lender to pay off the real estate tax debt shall replace the real estate tax liens and shall enjoy priority over all other liens. The real estate also will continue to be encumbered by the attachment held by National Finance Corporation but only to the extent of the value of the collateral as of the Petition Date pursuant to 11 U.S.C. Section 506 of the Bankruptcy Code. The Reorganized Debtor shall be liable for all obligations under the Plan including but not limited to the obligations to the DIP Lender and the modified notes held by TD Bank and National Finance Corporation.

VII. EXECUTORY CONTRACTS

Under the Bankruptcy Code, the Debtor has the right to either reject or assume any contract that was "executory" on the Petition Date. While definitions of "executory" vary, the most widely accepted definition is that an executory contract is one where there is material performance remaining on the part of both the debtor and the other party to the contract as of the Petition Date. The right of the Debtor to "assume" or "reject" means that the Debtor has three options: (i) to reject the contract, which dates such rejection to the moment before the Petition Date, with the consequence that the other party to the contract has the right to present an unsecured Claim for the damages it incurs by reason of such rejection; (ii) to assume the contract, with the consequence that the contract continues in accordance with its terms with the debtor, all defaults are cured, and no damage Claims are presented; or (iii) to assume the contract upon negotiated amended terms and provisions.

The Debtor's executory contracts consist of the following leases: Unit 2 (Commercial Unit) – $600/month for three years through April 30, 2020; Unit 3 (Commercial Unit) – $600/month for one year, expired by its own terms on June 30, 2017; Unit 4 (Residential) -- $1,100/month for one year, expiring January 31, 2018; and Unit 1 (Residential) -- $1,100/month for one year, expiring October 31, 2017. The leases for Units 1 and 3 have expired and have been replaced, post-petition with leases of equivalent or longer terms with equivalent or higher per month rates. The lease for Unit 4 is due to expire in January 2018. However, this tenant has resided in that unit for six to seven years; the Debtor has every reason he will renew the lease promptly. The Debtor's principal's non-debtor entity, Teamwork Realty, has executed a post-petition three-year lease with the Debtor at $1,200/month. Upon confirmation of the Plan, the Debtor will be deemed to have assumed the leases for Unit 2 and 4. A summary of the leases currently in effect are listed in **Exhibit B** to this Disclosure Statement.

VIII. ALLOWANCE OF CLAIMS AND INTERESTS

The Bankruptcy Code provides for pre-petition Claims to be asserted in two ways. First, a creditor may file a proof of claim with the Bankruptcy Court on the appropriate official form. Notice was mailed to all known creditors of the Debtor informing them of the deadline (the "Bar Date") for filing proofs of claim. Second, a creditor is excused from the requirement of filing a proof of claim if the creditor's Claim is listed on the schedules of liabilities filed by the Debtor with the Bankruptcy Court, if it is not listed therein as an obligation that is disputed, unliquidated or contingent, and the creditor agrees with the scheduled amount and nature of the Claim. The Bar Date for filing claims was September 7, 2017 for non-governmental entities and the last date for governmental units was November 6, 2017.

Holders of Administrative Claims entitled to priority under the Bankruptcy Code arising before the Confirmation Date and still outstanding sixty (60) days thereafter will

be required to file a proof of claim or an application for compensation with the Bankruptcy Court on or before such 60th day (the "Post-Petition Bar Date"). Administrative Claims by a professional person for compensation and/or reimbursement of expenses, a Fee Claim, must be submitted to the Bankruptcy Court on or before the Post-Petition Bar Date.

Once a Claim (other than a Fee Claim) has been properly asserted, it will automatically be Allowed unless an objection is timely filed by an interested party, usually the Debtor itself, against the Claim (you will be sent a copy of the objection). You will have an opportunity to submit a reply and, if appropriate, to be heard by the Bankruptcy Court. Fee Claims will be allowed only by a Bankruptcy Court Order. The Plan provides that no distribution will be made on account of any Claim as to which an objection is filed until the objection is resolved.

In general, bankruptcy courts enforce deadlines for the assertion of Claims. Therefore, if you are required to file a proof of claim by the Bar Date or an application for compensation or proof of claim with regard to an Administrative Claim before the Post-Petition Bar Date, but fail to do so, your Claim may be disallowed and may not be paid even if the Claim would otherwise have been entitled to payment.

IX. INJUNCTION AND STAY

Under the Plan, entry of the Confirmation Order will constitute an injunction applicable to all persons, staying and enjoining the enforcement or attempted enforcement by any means of all liens, Claims and debts (i) discharged pursuant to the Plan and/or (ii) not discharged but relating to the Debtor. In the event of a default under the Plan, which default is not cured in accordance with any applicable grace period, and unless the Bankruptcy Court orders otherwise, such injunction shall be deemed dissolved without further Order of the Bankruptcy Court.

X. ALTERNATIVES TO THE PLAN; LIQUIDATION ANALYSIS

The alternative to the Plan is the liquidation of the Debtor's assets in a proceeding under Chapter 7 of the Bankruptcy Code, and the distribution of the net proceeds thereof to secured, priority, and unsecured creditors in the order of priority and manner provided under the Bankruptcy Code. In general, this would require that secured creditors be paid first, then administrative expense creditors, including administrative expense creditors in the Chapter 11 case and in the Chapter 7 case (with the latter having priority), then priority creditors, with the balance, if any, distributed to unsecured creditors on a pro rata basis.

Assuming a liquidation value of the non-cash portion of the bankruptcy estate of seventy-five percent (75%) of the fair market value, a liquidation of the Real Property of the Debtor would likely generate approximately $285,000, reduced by the anticipated

environmental deductible. Because the liens secured by the real estate exceed the value of the real estate, a chapter 7 trustee would abandon the real estate as not beneficial to the estate. Upon foreclosure by the secured lender, the Town of Raymond would be paid in full, the IRS would be paid in full for its first tax lien, and National Finance Corporation would collect the remainder of the proceeds of the assets to be applied toward its mortgage, leaving a remining unsecured debt of approximately $109,471. The IRS' 2nd, 3rd and 4th liens and the National Finance attachment would not receive anything from the foreclosure sale because there would be insufficient proceeds. .

The Estate would include approximately $14,000 in its Debtor-in-Possession operating account, $2,000 and Debtor's counsel IOLTA account, $2,100 in back rents/receivable and $2,250 in office equipment.[14]

In the event the Case is converted to Chapter 7, the Chapter 7 Trustee may attempt to collect payments made by the Debtor in the ninety (90) days prior to the Petition Date (or may attempt to collect payments to insiders made within one (1) year of the Petition Date). However, there were no payments made by the Debtor in the (90) days prior the Petition Date and there were no significant payments by the Debtor to any insiders in the one year leading up to the Petition Date. The Debtor believes, therefore, and for the other reasons explained in Section VI *supra*, that there would be no significant chapter 5 recoveries and that a chapter 7 liquidation would result in a smaller distribution to National Finance and to the Internal Revenue Service. Thus, the Plan as proposed is in the best interest of the Debtor's creditors.

Thus, the estimated liquidation value of the Debtor's estate as of February 1, 2018 is $20,350. The chapter 7 trustee and chapter 11 administrative claims would be paid first leaving about $10,000. The IRS would then receive its priority claim for Tax year 2014 in the approximately amount of $1,755. The remaining $8,245 (approximately) would be shared by the IRS and National Finance pro rata. Under the proposed Plan, the IRS would be paid in full and National Finance would receive a larger overall distribution.

ESTIMATED LIQUDATION VALUE[15] OF ESTATE
As of February 1, 2018

ASSETS:

63 Route 27, Raymond, NH	**$ 0.00[16]**
Checking Account	**$14,000.00**
Retainer held by bankruptcy counsel	**$ 2,000.00[17]**

[14] Debtor's counsel already has been paid $9,583 pursuant to an order approving an inter fee application

[15] Liquidation values are 75% of estimated market value of non-cash assets

[16] The appraised value is $380,000 per an appraisal dated July 5, 2017 by Michael J. Farinola. Assuming a 75% liquidation value, the value would be $285,000 before the cost of the sale itself. Per discussions with the NH Dept. of Environmental Services the deductible for the environmental remediation will be $5,000 if underground storage tanks are found. Therefore, the estimated liquidation value has been reduced by $5,000 to $280,000. Because the value of the secured claims far exceeds the value of the real estate, the chapter 7 trustee very likely would abandon the real estate because its liquidation would not benefit the estate.

Back Rents/Receivables Owed to LTD	**$ 2,100.00**[18]
Office Furniture and Equipment	**$ 2,250.00**
Potential Chapter 5 Claims	**$ 0.00**
TOTAL ASSETS:	**$ 20,350**

LIABILITIES:

Creditors Holding Unsecured Claims[19]**:**

Chapter 7 Commission and Admin expenses……….. $2,035.00
Chapter 11 Administrative (including counsel) ………$8,000.00
Internal Revenue Service – Priority for Tax Yr 2014…$1,755.00
Internal Revenue Service (liens 2, 3, and 4)……... $ 16,145.00
National Finance Corporation (attachment). …… $ 109,471.00

Under the Plan, the Debtor proposes to pay Secured Claims the full value of the assets that serve as Collateral for their Claims (based on market value, not liquidation value) with interest at market commercial loan rates. This is a better result for the unsecured creditors than a chapter 7 liquidation. Based on the foregoing, the Debtor believes that confirmation of the Plan will result in an enhanced return to unsecured creditors and is in the best interest of the creditors.

XI. ACCEPTANCE AND CONFIRMATION OF THE PLAN

A. *Acceptance by Impaired Classes*

The Bankruptcy Code provides that any class of creditors or stockholders whose rights are "impaired" (in general terms, not fully honored) under a proposed plan of reorganization has the right to vote, as a class, to accept or reject the Plan. Under the Plan, Claims that have been objected to and not allowed shall have no right to vote with respect to the acceptance or rejection of the Plan, except as otherwise ordered by the Bankruptcy Court. A class of creditors accepts the Plan if more than one-half of the ballots that are timely received from members of the class, representing at least two-thirds of the dollar amount of Claims for which ballots are timely received, are cast in favor of the Plan. If a plan impairs any class of claims, then, among other requirements,

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[17] The initial retainer paid was $6,000 from the personal funds of Ms. D'Aoust from which $1,717 was used for the bankruptcy court filing fee and $2,417.00 was paid to Debtor's counsel pre-petition for preparing and filing the Debtor's petition and schedules. Debtor's principal has been contributing $1,000 monthly from non-debtor funds for continuing payments of the Debtor's attorney's retainer. Amount remaining in IOLTA as of February 1, 2018 will be $2,000 because Debtor's counsel has been paid $9,583 per approval of an interim fee application.

[18] The Debtor has collected some past due rents post-petition from a former tenant. Amount still owed is $2,100. The Debtor does not consider any back rent to be owed by the non-debtor tenant Teamwork Realty.

[19] The amounts listed are what the Debtor estimates the remaining unsecured debt will be after the real estate is abandoned by the trustee and sold through foreclosure.

at least one class of impaired claims must vote to accept the Plan in order for it to be confirmed.

If any impaired class of claims does not accept the Plan, the Bankruptcy Court may still confirm the Plan at the request of the Debtor if the Plan "does not discriminate unfairly" and is "fair and equitable" as to the non-accepting class.

Under the Plan, Classes 2, 3, 4, 5, 6 and 7 are impaired under the Plan within the meaning of Bankruptcy Code Section 1124.

B. *Best Interest of Creditors Test*

To obtain confirmation of the Plan, the Debtor must also satisfy the so-called "best interest of creditors" test embodied in Section 1129(a)(7) of the Bankruptcy Code. This test requires that the Plan provide each non-accepting creditor with at least as much value as would a liquidation of the Debtor under Chapter 7 of the Bankruptcy Code. The Debtor believes that the Plan satisfies this test because, for the reasons described above, the Plan would provide to any non-accepting creditor a dividend equal to or greater than the dividend such creditor would receive through a chapter 7 liquidation of the Debtor.

XII. VOTING AND OBJECTING TO PLAN

A. Voting

Prior to the Confirmation Hearing, certain creditors will have an opportunity to vote to accept or reject the Plan. Pursuant to the Bankruptcy Code, holders of Claims in Classes 2, 3, 4, 5, 6 and 7 (the "Voting Classes") are entitled to vote on the Plan because these Classes are "impaired" under the Plan within the meaning of Bankruptcy Code Section 1124. The impairment of a Claim or Interest generally occurs if the legal, equitable, or contractual rights of the holder are altered.

The Plan may be confirmed even if it is not accepted by each of the Voting Classes. The Bankruptcy Code defines "acceptance" with respect to a class of impaired claims as acceptance by holders of at least two-thirds in dollar amount and more than one-half in number of the claims in such class whose holders cast ballots. If the Plan is not accepted by all classes of impaired creditors (i.e., Classes 2, 3, 4, 5, 6 and 7), the Debtor nonetheless will seek to have the Plan confirmed, because the Debtor believes the Plan is "fair and equitable" and does not "unfairly discriminate" against any non-accepting Class of creditors or stockholders, as provided in Bankruptcy Code Section 1129.

The Debtor is providing copies of this Disclosure Statement and Ballots, which include detailed voting instructions, to all known holders of Claims in the Voting Classes. If you are entitled to vote as the holder of an Allowed Claim in one of the Voting Classes, you may vote by completing the enclosed Ballot and timely returning the Ballot in the enclosed envelope to the address identified on your Ballot. Ballots must be returned to

counsel for the Debtor at the address set forth on the envelope enclosed with your Ballot or faxed or emailed to the contacts indicated below. If a Ballot is signed by a trustee, executor, administrator, guardian, attorney-in-fact, officer of a corporation, or other person acting in a fiduciary or representative capacity, such person should indicate such capacity when signing.

YOUR BALLOT MUST BE RETURNED AND RECEIVED NO LATER THAN ________________ (THE "VOTING DEADLINE"), OR IT WILL NOT BE COUNTED IN CONNECTION WITH CONFIRMATION OF THE PLAN. IN NO CASE SHOULD A BALLOT BE DELIVERED TO THE BANKRUPTCY COURT.

All votes to accept or reject the Plan must be cast by using the appropriate form of Ballot. Only votes using such Ballots will be counted, except to the extent the Bankruptcy Court orders otherwise. All Ballots must be actually received by the Debtor's counsel by the Voting Deadline by first class mail, email, OR fax at the following contact information:

Cheryl C. Deshaies, Esq.
P.O. Box 648
Exeter, NH 03833
Email: cdeshaies@deshaieslaw.com
Fax: 1-888-308-7131

For questions about voting procedures, the amount of your Claim, or the packet you reviewed, please contact:

Cheryl C. Deshaies, Esq.
Phone: 603-580-1416
Email: cdeshaies@deshaieslaw.com

B. Deadline For Objecting to Confirmation of The Plan

All creditors and stockholders are entitled to be heard with respect to confirmation of the Plan, even if they are not eligible to vote to accept or reject the Plan. Objections to confirmation of the Plan must be filed with the Bankruptcy Court on or before ________________________ and served so as to be received on that date by the persons listed in the preceding section of this Disclosure Statement.

XIII. FINANCIAL PROJECTIONS

In connection with the Plan, the Debtor has prepared certain Projections of its future performance attached hereto as **Exhibit A**.

(i) Debtor's Projections:

From January 1 - September 30 2017, the total gross revenue that the Debtor received from renting the Real Estate was $19,850. However, this is not representative of the rental income the Debtor expects to receive going forward. The Debtor had a non-performing tenant that was asked to vacate and there was a short lag in re-letting the premises. This lag was primarily due to the tenant needing to retrofit the space so it would accommodate her business. The tenant moves in November 1 and is expected to be a well-performing tenant commencing December 2017; it is an established entity with a book of business being carried from its prior location. The remainder of the tenants in the building consist of long-standing, reliable tenants and one tenant who has been there one year and has always paid on time. Most of the Debtor's existing tenants have recently renewed and the one that is due to renew in February has indicated that he will do so. (See also Summary of Leases at **Exhibit B**.) The Debtor also intends to add a commercial unit to the operations as follows. Teamwork Realty presently occupies a unit in the building and pays $1,200 per month for rent. This is a bit less than market rent as compensation for Teamwork's services as the property manager. Teamwork Realty has determined that it can move to a smaller portion of the space in the building. It will move to such space beginning August 2018 and will reduce its rent to $300 per month, which is $200 less per month than market rent) as compensation for Teamwork Realty's services as the property manager. The space vacated by Teamwork Realty will be leased to an unrelated third party at the monthly amount of $1,200. Teamwork Realty estimates that the space will be able to be filled promptly because Teamwork will start marketing the space well in advance of the planned August date.

The Debtor expects that its existing tenants will continue to renew their leases as they term out and pay their rents on time. Thus, taking into account the planned occupancy changes described above and the rental rates increased at the beginning of the budgeted period, the Debtor expects to receive gross rental income in Year 1 of the Plan of $63,600 plus $2,100 in back rent owed by a vacated tenant. Then in Years 2 – 5 the Debtor expects to receive $66,000 in rents annually. The Projections show the Debtor meeting its monthly and annual expenses as they become due except in Months 1 and 3. The aggregate shortfall for those months totals just $4,569 and will be met by using the Debtor's cash reserves.[20] Other than in Months 1 and 3, the Projections show that the Debtor will be able to meet its monthly expenses. To the extent that the expenses for operating the building increase during years 2 -5, the Debtor will be able to make small increases to rent under the terms of the leases and/or as they are renewed in order to account for those changes. Also, given that the non-debtor entity, Teamwork Realty, is budgeted to pay only $300 per month for the smaller space it will move to, it may be able to voluntarily increase its monthly rent in the future should it be necessary to match an inflation of the Debtor's operating expenses.

Lisa D'Aoust, the principal of the Debtor, will not take a salary or distributions from the Debtor for the five years of the Plan.

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[20] Pursuant to the last monthly operating report filed by the Debtor (November 2017) the Debtor has cash reserves of over $11,000 from which the Debtor will draw to pay any budget shortfalls. It is anticipated that this will largely include the Attorneys fees that will need to be paid upon the effective date of the Plan.

(ii) LTD Teamwork Realty, LLC's Financial Condition:

The Debtor believes Teamwork Realty will be a reliable property manager and tenant. Income generated by Teamwork Realty recently has enabled Ms. D'Aoust and/or Teamwork Realty to pay more than $28,000 toward back real estate taxes early within the 2017 tax year before the bankruptcy was filed. Income generated from Teamwork Realty also as enabled Ms. D'Aoust to make substantial contributions to the administrative expenses of this bankruptcy (approximately $19,000 which includes $4,000 in post-petition real estate taxes; $14,000 in attorneys' fee deposits; and $4,000 for the appraiser).

From Jan 1 – September 30, 2017, Teamwork Realty has had gross revenue from sales commissions in the amount of $79,347. This is an increase of almost $20,000 more than the *annual* commissions for last year. In prior years, the gross real estate commissions were: $59,380 – 2016; $61,026 – 2015; and 2014 - $60,930. The noticeable increase in 2017 is due to a continuing improvement in the real estate market and the stabilization of Ms. D'Aoust's family situation (e.g. the passing of her family member and taking custody of the minor child). Also, filing the Debtor into bankruptcy has enabled Ms. D'Aoust to stabilize her financial situation by preventing foreclosure and gaining the breathing room she needed to focus on filling a vacancy and renewing the other leases for the Real Estate with small rent increases. It has also allowed Ms. D'Aoust to re-focus on her real estate sales business. Going forward, with a continually improving real estate rental market and having a set budget for payments under the Plan, Ms. D'Aoust will be able to focus on selling real estate and serving at the Debtor's property manager, the things she does best.

Teamwork Realty expects to close at least three more real estate sales before the end of 2017 (for which Teamwork already is contracted and one is scheduled) increasing the total estimated gross real estate commissions for 2017 to $97,347. Moreover, it has been contracted for approximately six sales in the first quarter of 2018 which should promptly bring in approximately one third of the revenue it earned in 2017. Generally, Teamwork Realty has approximately $20,000 in annual business expenses (when not including the lump sums it has made toward back real estate taxes and its recent contributions to this administrative expenses of this bankruptcy). Therefore, should sales be equivalent next year, Teamwork Realty projects it will be able to pay its $1,200 monthly rent to the Debtor and its ordinary expenses and have at approximately $26,000 available to Ms. D'Aoust as an owner's draw for her time and effort. Moreover, when Teamwork moves out of its space into the smaller space in August of 2018, Teamwork's rental obligation will decrease to just $300 per month, with $1,200 being paid by the new outside tenant. For these reasons, the Debtor believes Teamwork Realty will be a reliable and beneficial tenant and property manager.

(iii) Limitations of the Projections:

The Projections reflect significant assumptions, including various assumptions with respect to the anticipated future performance of the Debtor, its tenants (including Teamwork Realty) after the restructuring contemplated under the Plan is consummated, including assumptions about the rental and sale real estate market, general business and economic conditions, and other matters. Many of the assumptions involve conditions that are beyond the control of the Debtor including any sudden and extended downturn in the real estate rental market. While Debtor believes that the real estate rental market and economy continue to improve, there is no such guarantee and the success of the Plan depends in large part on whether the general economy will continue to sustain the Debtor's tenants' ability to pay their rent. Any future changes in these conditions may materially impact the Debtor's ability to achieve the Projections.

THEREFORE, WHILE THE PROJECTIONS ARE PRESENTED FOR THE PROJECTION PERIOD, ACTUAL RESULTS MAY VARY MATERIALLY FROM THE PROJECTED RESULTS. NO REPRESENTATION, GUARANTY, OR WARRANTY CAN BE MADE OR IS MADE WITH RESPECT TO THE ACCURACY OF THE PROJECTIONS OR THE ABILITY OF THE DEBTOR TO ACHIEVE THE PROJECTED RESULTS.

Attached as **Exhibit A** to this Disclosure Statement are financial Projections for the Debtor. Attached as **Exhibit B** to this Disclosure Statement is a summary of the leases presently in place. Attached as **Exhibit C** is the Commitment Letter for the DIP funding which will pay off the back real estate taxes. Attached as **Exhibit D** is the proposed ballot. Finally, attached as **Exhibit E** is the DES letter of eligibility of assistance and two emails explaining the funding available for the environmental work needed to be done on the site.

XIV TAX CONSEQUENCES

This disclosure statement is not intended to provide any tax advice to any party. You are encouraged to consult with your own tax advisor with respect to tax aspects of the Plan.

XV. RISKS

The success of the Plan is subject to certain economic risks. Among other things the Debtor believes the following risks exist: (i) that Teamwork Realty will become an unreliable tenant if the real estate sales market takes another unexpected long-term down-turn (which is not what the market is presently predicting); (ii) that there could be a vacancy in one or more units in the Real Estate causing a shortfall in rents received if the vacancy is unexpected or requires eviction proceedings; and/or (iii) that Lisa D'Aoust, the principal owner of the Debtor and of Teamwork Realty might die in which event there could be an adverse change in ownership and management that could cause financial problems which could cause the Plan to fail. The Debtor believes these events

are unlikely to take place because, to the best of her knowledge, Ms. D'Aoust is in good health and the real estate market is predicted to continue to improve.

Success of the Plan also is subject to some risk due to the environmental conditions on the real estate. Preliminary studies indicate that there are three underground storage tanks ("UST's") on the Real Estate which likely contain or contained gasoline. (There previously was a gasoline station on the site.) The New Hampshire Department of Environmental Services has determined that the property owner is eligible for UST removal funding when the Debtor provides the State with access or when the Debtor hires qualified firms to conduct the removal on her behalf using the MtBE Remediation Settlement Fund. There will be no cost to the Debtor for removal of the USTs, inclusive of required testing and filing of required registrations and reports. The State or Debtor will need to coordinate with an abutter because the USTs appear to extend onto an abutting property. If USTs are present and closed in accordance with governing rules, the cost for required petroleum remediation could be borne by one of the petroleum remediation funds administered by the State, assuming private insurance coverage is denied. There is a $5,000 deductible for owners of one gasoline station facility to access the Oil Discharge and Disbursement Funds (ODD) which provides up to $1,500,000 in petroleum remediation assistance per release incident. The Debtor may ask the ODD Fund board to allow the deductible to be paid in installments due to her financial hardship, which, if demonstrated, is customarily granted. If no USTs are present on the site but contamination is present that requires response actions by the Debtor, the Debtor would be responsible for the cost of any necessary actions. The cost of such soil remediation could be in an amount in excess of what the Debtor can afford. However, it is also possible, because abutting properties are being used and/or have been used for high risk activities, that any such contamination is attributed to an abutting property which could reduce the Debtor's liability for remediation costs. Based upon a Limited Subsurface Investigation (LSI) Report, conducted by Ransom Consulting, Inc., dated February 27, 2014, which included subsurface imaging using ground penetrating radar, the State of New Hampshire Department of Environmental Services believes that there are three USTs partially on the property and overlapping the property boundary. Thus, if the USTs are present and closed in accordance with the governing UST rules and regulations, required petroleum related remediation will be eligible for ODD funding such that the full extent of Debtor's financial liability will be a $5,000 deductible that the Debtor will be allowed to pay in installments and there is no private property insurance coverage.

There is also a very small risk that the Debtor could be liable for Arsenic remediation. The LSI report detected elevated levels of Arsenic in groundwater on the Real Estate. The elevated Arsenic levels could be naturally occurring such as from bedrock leaching, which is very common in New Hampshire or it could be mobilized out of the natural state as a result of petroleum contamination being present in the soil. However, there is a small possibility that the elevated Arsenic levels are related to some other source (such as pesticide dumping). If the elevated Arsenic levels are shown to be naturally occurring, no remediation will be required. If the Arsenic is naturally occurring but being mobilized due to the petroleum, remedial funding could continue to be linked

to the petroleum release and ODD funding would remain eligible. If the elevated Arsenic levels are from some other source (not natural and not related to petroleum), it is possible that soil remediation expenses will exceed that which the Debtor can afford. The Debtor believes that there is a low chance that the elevated Arsenic levels are from a non-natural source. Therefore, it is more likely than not that either: remediation of the elevated Arsenic levels will be covered by the ODD fund; or that no Arsenic remediation will be needed because it is naturally occurring.

John Pasquale of the New Hampshire Department of Environmental Services has reviewed this portion of the Amended Disclosure Statement and agrees with the characterizations made herein about the financial risks associated with the environmental conditions. He has stated further that the New Hampshire Department of Environmental Services does not intend to issue any fines or penalties against the Debtor because it is clear that the existence of the USTs and any related contamination were due to the actions of a prior land owner and not the result of the Debtor's activities.

XVI. CONCLUSION AND RECOMMENDATION

The Debtor believes that the Plan represents the best possible means of satisfaction of all creditor Claims with the best possible distribution to its creditors, and is fair and equitable to all parties. The Debtor hopes and encourages all impaired creditors to vote to accept the Plan.

Dated: January 3, 2018

By: /s/ Cheryl C. Deshaies
Cheryl C. Deshaies, Esq. BNH #05451
24 Front Street, Suite 111
P.O. Box 648
Exeter, New Hampshire 03833
(Tel) (603) 580-1416
(Fax) 1-888-308-7131