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5

6 **UNITED STATES BANKRUPTCY COURT**
7 **DISTRICT OF NEVADA**

8 In re:	Case No. 16-11886-MKN
9 RED LIZARD INVESTMENT POOL 1 LLC 10 Debtor(s)	Chapter: 11
	Hearing Date: Dec. 14, 2016 Hearing Time: 9:30 A.M.

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12
13 **DISCLOSURE STATEMENT FOR THE PLAN OF REORGANIZATION OF**
14 **RED LIZARD INVESTMENT POOL 1 LLC**

15 **Table of Contents**

16

17 **I. INTRODUCTION 4**

18 **II. VOTING INFORMATION 4**

19 **Deadlines for Voting and Objecting; Date of Plan Confirmation Hearing..... 4**

20 **Time and Place of the Hearing to Confirm the Plan..... 4**

21 **Deadline for Voting to Accept or Reject the Plan..... 4**

22 **Deadline for Objecting to Confirmation of the Plan. 4**

23 **Identity of Person to contact for more information..... 5**

24 **III. BACKGROUND 5**

25 **The Debtor’s History..... 5**

26 **Events Leading to Chapter 11 Filing..... 5**

27 **The Debtor’s Profits 5**

28 **The Debtor’s Affiliations 6**

Significant Events during the Bankruptcy Case 6

Reorganization Strategy 7

IV. SUMMARY OF THE PLAN OF REORGANIZATION..... 7

AND TREATMENT OF CLAIMS AND EQUITY INTEREST 7

What is the purpose of the plan of Reorganization? 7

Who may file a Plan..... 8

Unclassified Claims..... 8

Administrative Expenses 8

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1 Priority Tax Claims..... 9
 2 Classes of Claims..... 9
 3 Classes of Secured Claims 10
 4 Classes of General Unsecured Claims 12
 5 Class 6 - Equity Security Holders of the Debtor, and Equity Contribution from Debtor's
 6 Equity Interest Holders 13
 7 **V MEANS OF IMPLEMENTING THE PLAN 13**
 8 General Settlement of Claims 13
 9 Disbursements to Classes of Creditors..... 13
 10 Restructuring Transactions 14
 11 New Corporate Existence 14
 12 Vesting of Assets in the Reorganized Debtor 14
 13 Tax consequences of the Plan..... 15
 14 **VI. CONFIRMATION REQUIREMENTS AND PROCEDURES 15**
 15 Who May Vote or Object 16
 16 Ballots to Accept or Reject the Plan..... 16
 17 What is an Allowed Claim?..... 17
 18 What is an Impaired Claim? 18
 19 Who is NOT Entitled to Vote?..... 18
 20 Who can Vote In More Than One Class..... 18
 21 Votes Necessary to Confirm the Plan 18
 22 Votes Necessary for a Class to Accept the Plan..... 18
 23 Fair Treatment of Non-Accepting Classes 19
 24 Liquidation Analysis 19
 25 Feasibility 19
 26 Ability to Initially Fund the Plan 19
 27 Ability to Make Future Plan Payments and Operate Without Further Reorganization 19
 28 **VII. EFFECT OF CONFIRMATION PLAN 20**
 Discharge of the Debtor 20
 Modification of the Plan..... 20
 Final Decree 21
VIII. OTHER PLAN PROVISIONS..... 21
 Vesting of Assets in the Debtor 21
 Effectuating Documents; Further Transactions; Exemption from Certain Transfer Taxes.. 21
 Revocation of Plan 21
 Successors and Assigns 22
 Reservation of Rights 22
 Further Assurances 22
 Severability 22
 Filing of Additional Documents 23

1 **DISCLOSURE STATEMENT DESCRIBING CHAPTER 11 PLAN OF**
2 **REORGANIZATION BY RED LIZARD INVESTMENT POOL 1 LLC**

3
4 **THE VOTING DEADLINE IS _____, (UNLESS THE DEBTOR**
5 **EXTENDS THE VOTING DEADLINE).**

6 **TO BE COUNTED AS A VOTE TO ACCEPT OR REJECT THE PLAN, THE**
7 **DEBTOR’S COUNSEL, THE BALLSTAEDT LAW FIRM, 9555 S. EASTERN**
8 **AVE., #210, LAS VEGAS, NV 89123 MUST ACTUALLY RECEIVE YOUR**
9 **BALLOT ON OR BEFORE THE VOTING DEADLINE.**

10 **THE INFORMATION CONTAINED IN THIS DISCLOSURE STATEMENT, THE**
11 **PLAN AND ANY EXHIBITS ATTACHED HERETO IS SPECULATIVE, AND**
12 **SUCH DOCUMENTS SHOULD NOT BE RELIED UPON IN MAKING**
13 **INVESTMENT DECISIONS WITH RESPECT TO THE DEBTOR OR ANY OTHER**
14 **ENTITIES THAT MAY BE AFFECTED BY THIS CHAPTER 11 CASE.**

15 **THE DEBTOR IS PROVIDING THE INFORMATION IN THIS DISCLOSURE**
16 **STATEMENT FOR THE PLAN OF REORGANIZATION OF RED LIZARD**
17 **INVESTMENT POOL 1 LLC (DEBTOR) UNDER CHAPTER 11 OF THE**
18 **BANKRUPTCY CODE TO HOLDERS OF CLAIMS ENTITLED TO VOTE ON**
19 **THE PLAN FOR THE PURPOSE OF SOLICITING VOTES TO ACCEPT THE**
20 **PLAN. NOTHING IN THIS DISCLOSURE STATEMENT MAY BE RELIED**
21 **UPON OR USED BY ANY ENTITY FOR ANY OTHER PURPOSE.**

22 **THIS DISCLOSURE STATEMENT HAS BEEN PREPARED PURSUANT TO**
23 **SECTION 1125 OF THE BANKRUPTCY CODE AND BANKRUPTCY RULES**
24 **3016(b) AND 3017(d) AND IS NOT NECESSARILY IN ACCORDANCE WITH**
25 **FEDERAL OR STATE SECURITIES LAWS OR OTHER SIMILAR LAWS.**

26 **THE DEBTOR URGES EACH HOLDER OF A CLAIM TO CONSULT WITH ITS**
27 **OWN ADVISORS WITH RESPECT TO ANY LEGAL, FINANCIAL, SECURITIES,**
28 **TAX OR BUSINESS ADVICE IN REVIEWING THIS DISCLOSURE**
 STATEMENT, THE PLAN AND EACH OF THE PROPOSED TRANSACTIONS
 CONTEMPLATED THEREBY. FURTHERMORE, THE BANKRUPTCY
 COURT’S APPROVAL OF THE ADEQUACY OF DISCLOSURE CONTAINED IN
 THIS DISCLOSURE STATEMENT DOES NOT CONSTITUTE THE
 BANKRUPTCY COURT’S APPROVAL OF THE MERITS OF THE PLAN.

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1 **I. INTRODUCTION**

2
3 This document is the Disclosure Statement (the "Disclosure Statement") in the
4 Business chapter 11 bankruptcy case of RED LIZARD INVESTMENT POOL 1 LLC
5 ("Debtor" or the "Business"). This Disclosure Statement contains information about the
6 Debtor and describes its Plan of Reorganization (the "Plan") which will be filed
7 contemporaneously with this disclosure statement in accordance with the United States
8 Bankruptcy Code, 11 U.S.C. 101, et seq. (the "Bankruptcy Code"). A full copy of the Plan of
9 Reorganization is attached to this Disclosure Statement as "Exhibit A."

10
11 YOU SHOULD READ THE PLAN AND THIS DISCLOSURE STATEMENT
12 CAREFULLY AND DISCUSS THEM WITH YOUR ATTORNEY. IF YOU DO NOT HAVE AN
13 ATTORNEY, YOU MAY WISH TO CONSULT ONE. YOUR RIGHTS MAY BE AFFECTED.

14 **II. VOTING INFORMATION**

15 Deadlines for Voting and Objecting; Date of Plan Confirmation Hearing

16 This Disclosure Statement was *conditionally* confirmed on _____, and a
17 hearing for Final Approval of the Disclosure Statement will be held on _____.

18 This section describes the procedures pursuant to which the Debtors seek to have the Plan
19 confirmed. In addition, included with this Disclosure Statement is the Notice of Confirmation,
20 which sets forth objection deadlines, as well as other important dates, deadlines and time
21 periods.

22 Time and Place of the Hearing to Confirm the Plan.

23 The Court will hold a hearing on _____ at _____ to determine whether to
24 confirm the plan, at the United States Bankruptcy Court for the District of Nevada, 300 South
25 Las Vegas Blvd, Las Vegas, Nevada, 89101

26 Deadline for Voting to Accept or Reject the Plan.

27 If you are entitled to vote to accept or reject the Plan, enclosed is a ballot describing your
28 claim. Please, complete the ballot, as indicated, and return the ballot in the enclosed
envelope to Debtor's counsel: **The Deadline to Vote on the Plan is** _____.

Deadline for Objecting to Confirmation of the Plan.

Objections to the confirmation of the Plan must be filed with the Court and served upon
Debtor's counsel. **The Deadline to Object to the Plan is** _____.

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1 Identity of Person to contact for more information

2 If you want additional information about the Plan, you should contact Ballstaedt Law Firm,
3 9555 S Eastern Ave. Suite 210, Las Vegas, NV 89123. Phone (702) 715-0000, Fax (702)
4 666-8215, email: help@ballstaedtllaw.com.

5 **IMPORTANT NOTICE**

6 THE PLAN, DISCLOSURE STATEMENT, AND BALLOTS CONTAIN IMPORTANT
7 INFORMATION THAT IS NOT INCLUDED IN THIS SUMMARY. THAT INFORMATION
8 COULD MATERIALLY AFFECT YOUR RIGHTS. YOU SHOULD THEREFORE READ THE
9 PLAN, DISCLOSURE STATEMENT, AND BALLOTS IN THEIR ENTIRETY. YOU ALSO
10 SHOULD CONSULT WITH YOUR LEGAL AND FINANCIAL ADVISORS BEFORE VOTING
ON THE PLAN.

11 **III. BACKGROUND**

12 The Debtor's History

13 The Debtor is a business which operates as a holding company for three pieces of
14 real estate. RED LIZARD INVESTMENT POOL 1 LLC ("Debtor") is owned 49.5% by J
15 Colby Wheeler, 49.5% by Chad Slade, and 1% by Red Lizard Productions. Debtor's
16 property portfolio is somewhat unique as each property is encumbered by a mortgage or
17 mortgages in the name of a previous owner. The previous owner for each property later
18 surrendered the property in bankruptcy or otherwise abandoned the property and sold the
19 property for a nominal fee to Debtor. Debtor took each property subject to its mortgages or
20 other encumbrances. Of the three properties owned by Debtor, the deed for 1971
21 LARKSPUR RANCH CT, HENDERSON, NV 89012 was executed on March 18, 2016, but
not recorded with the Clark County treasurer until the date of the petition. All the properties
owned by Debtor are located in Las Vegas or Henderson, Nevada area and are investment
properties.

22 Events Leading to Chapter 11 Filing.

23 Debtor felt that chapter 11 bankruptcy was necessary to maintain possession of its
24 properties and avoid foreclosure while coming up with a plan to adequately protect its
25 creditors. This Chapter 11 bankruptcy will focus on the reamortization and re-scheduling of
26 the first mortgage loans on all three of the properties. The general unsecured class will be
paid a disbursement of \$2,000 from the disposable income.

27 The Debtor's Profits

28

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1 Debtor is working to enter into lease agreements for all three of its properties.
 2 However, presently one of the properties has a tenant and the other two are vacant. Debtor
 3 has the potential to earn \$5,135/month in rents, assuming fully rented from all three
 4 properties. However, since the organization of Debtor as a business, Debtor has only
 5 received \$1250/month in rents on a regular basis. Debtor has been able to stay in
 6 operations because of capital contributions from the two principals of the business. This
 7 proposed plan will produce positive cash flow of \$319/month from Debtor's properties.
 8 Debtor's plan proposes to re-amortize all mortgage loans over 30 years at 4.5% interest,
 9 which will produce the income for Debtor to remain profitable.

10 The Debtor's Affiliations

11 **RED LIZARD INVESTMENT POOL 1 LLC** ("Debtor") is owned 49.5% by J Colby
 12 Wheeler, 49.5% by Chad Slade, and 1% by **Red Lizard Productions**. Red Lizard
 13 Productions acts as a parent company for Debtor.

14 Debtor has an affiliated company that is also in chapter 11 bankruptcy, **BLUE**
 15 **LEOPARD L.L.C ("Blue Leopard")**. Blue Leopard is owned 50% by Chad Slade and 50%
 16 by J Colby Wheeler. Debtor and Blue Leopard are affiliated within the definition of
 17 §101(2)(B). Both cases are owned by the same principals, J Colby Wheeler and Chad
 18 Slade. Colby Wheeler serves as the managing member of both. Both Debtors own real
 19 estate properties encumbered by mortgage liens from prior owners. Neither Debtor has any
 20 debts other than the mortgage liens securing real estate. Both businesses have the same
 21 operations and revenue (through rental income) and both bankruptcy cases face the same
 22 legal challenges.

23 Debtor has common owners with two other affiliated bankruptcy cases. The first is
 24 **RPL-Ramsgate Dr, LLC**, Bankruptcy Case No. 15-15503-MKN which was filed on
 25 September 24, 2015, dismissed on April 18, 2016 and terminated on May 4, 2016. The
 26 second affiliated case is **RPL-Teal Ridge Hills Dr, LLC**, and Bankruptcy Case No. 15-
 27 16754-Led which was filed on December 3, 2015 and dismissed on January 22, 2016 and
 28 terminated on February 4, 2016. The RPL-Teal Ridge Hills Dr, LLC bankruptcy case
 included a property which is now listed in this instant bankruptcy case, 309 TEAL RIDGE
 HILLS DR, HENDERSON, NV 89014.

29 Significant Events during the Bankruptcy Case

30 After the Petition Date, and in addition to filing its voluntary petition for relief, the
 31 Debtor and or parties of interest filed other motions with the Bankruptcy Court. The
 32 Bankruptcy Court entered an order to allow the Debtor to retain bankruptcy counsel to assist
 33 with the administration of the Chapter 11 case. Specifically, the significant events in the case
 34 to this point are as follows:

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- 1) Approval of the Application to Employ the Ballstaedt Law Firm as attorney for Debtor (Dkt #33).
- 2) Order Granting the Motion for Relief from the Automatic Stay regarding 309 TEAL RIDGE HILLS DR, HENDERSON, NV 89014 (Dkt #39).
- 3) Pending Motion to allow use of Cash Collateral (Dkt #19), and Amended as Dkt #45
- 4) Pending Motion to Value Collateral Property 1971 LARKSPUR RANCH CT, HENDERSON, NV 89012 (Dkt #48)
- 5) An Order Granting the Motion to Value Collateral Property 2523 RAFFERTY CREEK LN, LAS VEGAS, NV 89156 (Dkt #66)
- 6) An Order Granting the Motion to Value Collateral Property 309 TEAL RIDGE HILLS DR, HENDERSON, NV 89014 (Dkt #67)
- 7) An Order Granting the Motion for Relief from the Automatic Stay regarding 1971 Larkspur Ranch Court, Henderson, NV 89012 (Dkt #63).
- 8) A Pending Order Granting the Motion To Use Cash Collateral for the 2523 Rafferty Creek and 1971 Larkspur Ranch Court properties (Dkt # pending)

The Debtor has not filed any adversary proceedings at the time. Debtor has petitioned the Court to retain one professional: Seth D. Ballstaedt, Esq. as their bankruptcy counsel, which was approved.

Debtor is party to no lawsuits.

Reorganization Strategy

The Debtor developed its reorganization strategy to (a) pay all priority and tax claims (b) address the factors that led to the bankruptcy filing; and (c) enable the Debtor to survive and emerge from chapter 11. Specifically, this reorganization strategy is to allow Debtor to continue operations while providing time to pay back all unsecured debt. Debtor has elected to assume the residential lease agreement with a tenant in the Teal Ridge property where Debtor acts as Landlord.

**IV. SUMMARY OF THE PLAN OF REORGANIZATION
AND TREATMENT OF CLAIMS AND EQUITY INTEREST**

What is the purpose of the plan of Reorganization?

As required by the Bankruptcy Code, the Plan places claims in separate classes and describes the treatment each class will receive. The Plan also states whether each class of

1 claims is impaired or unimpaired. If the Plan is confirmed, your recovery will be limited to the
2 amount provided by the Plan.

3 Who may file a Plan

4 Debtor is a corporation (LLC). Pursuant to section 1121 the Debtor has the
5 exclusive right to file a plan during the first 180 days of the case, after which time any party
6 in interest (a creditor's committee, a trustee, etc.) may file a plan, or if the debtor has not
7 filed a plan before the first 180 days.

8 Unclassified Claims

9 Certain types of claims are automatically entitled to specific treatment under the
10 Code. They are not considered impaired, and holders of such claims do not vote on the
11 Plan. They may, however, object if, in such creditor's view, its treatment under the Plan
12 does not comply with that required by the Code. As such, the Debtor does not classify
13 administrative claims.

14 Administrative Expenses

15 Administrative expenses are costs or expenses of administering the Debtors' Chapter
16 11 case which are allowed under section 507(a)(2) of the Bankruptcy Code. Administrative
17 expenses also include the value of any goods or services sold to the Debtors in the ordinary
18 course of business. The Bankruptcy Code requires that all administrative expenses be paid
19 on the effective date of the Plan, unless a particular claimant agrees to a different treatment.
20 The following chart lists the Debtors' estimated administrative expense and their proposed
21 treatment under the Plan:

<u>Type</u>	<u>Estimated Amount Owed</u>	<u>Proposed Treatment</u>
Professional fees for Debtors' Counsel in this case arising from the ordinary course of business after the petition date	est. \$20,000	A \$2,717.00 Retainer was paid before the commencement of this case, of which \$1,717.00 was applied to the cost of the filing fee in this proceeding. The remaining balance of professional fees due will be paid upon confirmation or in monthly payments of \$200/month, commencing on the effective date of the plan and continuing until remaining court approved fees are paid in full and before any funds are disbursed to the general unsecured class.
Expenses arising in the ordinary course of business	None at this time. Current as of the date of filing of the	Paid in full on the effective date of the Plan, or according to terms of obligation if later.

	Disclosure Statement	
Clerk's Office Fees	None at this time	Paid in full on the effective date of the Plan
Office of the US Trustee Fees	None at this time	Paid in full on the effective date of the Plan or as they come due each quarter until the case is closed.
Vendor Fees	None at this time	Paid in the ordinary course

Priority Tax Claims

Priority tax claims are unsecured income, employment, and other taxes described by Section 507(a)(8) of the Bankruptcy Code. Unless the holder of such a Section 507(a)(8) priority tax claim agrees otherwise, it must receive the present value of such claim, in regular installments paid over a period not exceeding 5 years from the order of relief. Debtor has no priority tax claims.

Classes of Claims

One of the key concepts under the Bankruptcy Code is that only claims that are "allowed" may receive distributions under a chapter 11 plan. In general, an "allowed" claim simply means that the debtor agrees, or in the event of a dispute, that the Bankruptcy Court or other court of appropriate jurisdiction determines, that the claim, and the amount thereof, is in fact a valid obligation of the debtor.

The Bankruptcy Code requires that, for purposes of treatment and voting, a chapter 11 plan divides the different claims against the debtor into separate classes based upon their legal nature. Claims of a substantially similar legal nature are usually classified together. If a class of claims or interests is "impaired," the Bankruptcy Code affords certain rights to holders of such claims or interests, including the right to vote on the plan. Under section 1124 of the Bankruptcy Code, a class of claims or interests is "impaired" unless the plan (i) does not alter the legal, equitable and contractual rights of the holders or (ii) irrespective of the holders' acceleration rights, cures all defaults (other than those arising from the debtor's insolvency, the commencement of the case or nonperformance of a nonmonetary obligation), reinstates the maturity of the claims or interests in the class, grants such holder a claim for damages incurred, and does not otherwise alter the holders' legal, equitable and contractual rights.

The categories of Claims listed below classify Claims for all purposes, including, without limitation, voting, confirmation and distribution pursuant hereto and pursuant to Bankruptcy Code sections 1122 and 1123(a)(1). The Plan deems a Claim to be classified in a particular Class only to the extent that the Claim qualifies within the description of that Class and shall be deemed classified in a different Class to the extent that any remainder of

1 such Claim qualifies within the description of such different Class. A Claim is in a particular
 2 Class only to the extent that any such Claim is allowed in that Class and has not been paid,
 3 released or otherwise settled prior to the Effective Date. If there are no Claims in a particular
 Class, then such Class of Claims shall not exist for all purposes of the Plan.

4 The following are the classes set forth in the Plan, and the proposed treatment that
 they will receive under the Plan:

5 Classes of Secured Claims

6
 7 Allowed Secured Claims are claims secured by property of the Debtor's bankruptcy estate
 (or that are subject to set off) to the extent allowed as secured claims under Section 506(a)
 8 of the Bankruptcy Code. If the value of the collateral or set offs securing the creditor's claim
 9 are less than the amount of the creditor's allowed claim, the deficiency will be classified as a
 10 general, unsecured claim and treated in Class 5. The following chart lists the Debtor's
 proposed treatment of secured claims under the Plan:

<u>Class</u>	<u>Description</u>	<u>Impairment</u>	<u>Treatment</u>
1	Secured Claim of US Bank National Association regarding the mortgage claim against 1971 LARKSPUR RANCH CT, HENDERSON, NV 89012	Impaired	<p>US Bank National Association has obtained an order for relief from the stay. In the event that Debtor still retains the property as of confirmation of the plan, US Bank National Association shall have an allowed secured claim of \$460,000. The secured claim shall be re-amortized and rescheduled over 360 months at 4.5% interest fixed per annum. Monthly principal and interest payments of \$2330.75 shall commence on the effective date of the plan and continue for a term of 30 years (360 months) or until paid in full, whichever comes first. Debtor shall also tender to US Bank National Association funds to be placed into an escrow account each month which equal 1/12 of the yearly tax and hazard funds paid by US Bank National Association. It is estimated that the monthly escrow payment to be paid by Debtor shall be \$167.80 per month, amount subject to change. The Mortgage Note shall govern all other terms of this claim.</p> <p>The unsecured portion of US Bank National Association's claim shall be reclassified as a Class 5 General Unsecured Claim to receive a disbursement on a pro-rata basis with other members of the General Unsecured Class.</p>
2	Secured claim of US BANK NA SERIES 2005-2 (CE) regarding the Mortgage claim against 2523 RAFFERTY CREEK LN, LAS	Impaired	US BANK NA SERIES 2005-2 (CE) shall have an allowed secured claim of \$115,000. The mortgage claim of US BANK NA SERIES 2005-2 (CE) shall be re-amortized and rescheduled over 360 months at 4.5% interest fixed per annum. Monthly principal and interest payments of \$582.69 shall commence on the effective date of the plan and continue for a term of 30 years (360 months) or until paid in full, whichever comes first. Debtor shall also tender to US BANK

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	VEGAS, NV 89156		<p>NA SERIES 2005-2 (CE) funds to be placed into an escrow account each month which equal 1/12 of the yearly tax and hazard funds paid by US BANK NA SERIES 2005-2 (CE). It is estimated that the monthly escrow payment to be paid by Debtor shall be \$117.64 per month, amount subject to change. The Mortgage Note shall govern all other terms of this claim.</p> <p>The unsecured portion of US BANK NA SERIES 2005-2 (CE)'s claim shall be reclassified as a Class 5 General Unsecured Claim to receive a disbursement on a pro-rata basis with other members of the General Unsecured Class.</p>
3	Secured claim of US Bank N.A., as Trustee, regarding the Mortgage Claim against 309 TEAL RIDGE HILLS DR, HENDERSON, NV 89014	Impaired	<p>US Bank N.A., as Trustee has obtained an order for relief from the stay. In the event that Debtor still retains the property as of confirmation of the plan, US Bank N.A., as Trustee shall have an allowed secured claim of \$230,000.00. The mortgage claim of US Bank N.A., as Trustee shall be re-amortized and rescheduled over 360 months at 4.5% interest fixed per annum. Monthly principal and interest payments of \$1,165.38 shall commence on the effective date of the plan and continue for a term of 30 years (360 months) or until paid in full, whichever comes first. Debtor shall also tender to US Bank N.A., as Trustee funds to be placed into an escrow account each month which equal 1/12 of the yearly tax and hazard funds paid by US Bank N.A., as Trustee. It is estimated that the monthly escrow payment to be paid by Debtor shall be \$167.80 per month. The escrow amount is subject to change. The Mortgage Note shall govern all other terms of this claim.</p> <p>The unsecured portion of US Bank N.A., as Trustee's claim shall be reclassified as a Class 5 General Unsecured Claim to receive a disbursement on a pro-rata basis with other members of the General Unsecured Class.</p>
4	The Homeowner's Association Claims against real property of the estate.	Impaired	<p>NRS 116.3116(2) provides a homeowners' association ("HOA") with a true super priority lien for up to nine (9) months of unpaid HOA assessments. Debtor's properties are associated with the following Homeowner Associations. In the event that an HOA has a pre-petition claim, the super priority portion of up to nine (9) months of assessments shall be paid over 1 year at 0% interest commencing on the effective date of the plan. The balance of any pre-petition claim, including fines, late fees, and assessments older than 9 months pre-petition, shall be re-classified as general unsecured to be paid on a pro-rata basis with other members of the general unsecured class for full satisfaction of the pre-petition claim. :</p> <p>a) <u>Highland Glen Homeowners Association</u> c/o FirstService Residential (RMI)'s claim against 309 TEAL RIDGE HILLS DR, HENDERSON, NV 89014.</p>

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			<p>Debtor shall pay the pre-petition super priority claim of \$450 (Which includes 9 months of assessments at \$50/month). Monthly payments of \$37.50 shall commence on the effective date of the plan and continue for a term of 12 months.</p> <p>b) <u>Green Valley Ranch Community Association</u> c/o Terra West Management Services' claim against 1971 LARKSPUR RANCH CT, HENDERSON, NV 89012. <i>In the event that Green Valley Ranch Community Association has a claim</i>, Debtor shall pay the balance of any pre-petition super priority claim which shall not exceed \$567 (Which includes 9 months of assessments at \$63/month). Monthly payments of \$47.25 shall commence on the effective date of the plan and continue for a term of 12 months.</p> <p>The petition date in this case is April 7, 2016. Any post-petition balance due relating to an above-listed HOA shall be paid in full within 5 days of the effective date of the plan.</p>
--	--	--	--

Classes of General Unsecured Claims

General unsecured claims are not secured by property of the estate and are not entitled to priority under Section 507(a) of the Bankruptcy Code. The following chart identifies the Plan's proposed treatment of Class Number 5, which contains the general unsecured claims against the Debtor:

As far as the Debtor has been able to determine correctly, Debtor estimates that the General Unsecured Claims against the estate total approximately \$570,579.00, which are made up completely of the bifurcated unsecured portions of the mortgage claims from classes 1, 2 and 3, and claims of class 4 HOA's which have been reclassified as General Unsecured. Payments to this class are detailed below.

<u>Class</u>	<u>Description</u>	<u>Impairment</u>	<u>Treatment</u>
5	General Unsecured Class, comprised of non-priority general unsecured claims against Debtor	Impaired	Members of the General Unsecured Class include the bifurcated and reclassified portions of the mortgage claims of US Bank National Association, US BANK NA SERIES 2005-2 (CE) and US Bank N.A., as Trustee which have been reclassified as General Unsecured. Members of this class shall be disbursed a total of \$2,000, on a pro-rata basis, based on their unsecured claim amount. Quarterly disbursements to this class shall commence after payment in full of all administrative claims.

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1 Class 6 - Equity Security Holders of the Debtor, and Equity Contribution from Debtor's
 2 Equity Interest Holders

3 Equity interest holders are parties who hold an ownership interest (i.e. equity
 4 interest). In a corporation, entities holding preferred or common stock are equity interest
 5 holders. In a partnership, equity interest holders include both general and limited partners.
 6 In a limited liability company, the equity interest holders are the members.

7 In this chapter 11 case, the Debtor is a Nevada Corporation owned 49.5% by J Colby
 8 Wheeler, 49.5% by Chad Slade, and 1% by Red Lizard Productions. Debtor's equity interest
 9 holders shall pay all administrative costs in exchange for retaining their equity interests. It is
 10 estimated that administrative costs will total approximately \$20,000, with approximately a
 11 total of \$17,283 due post-confirmation. Disbursements to the Unsecured Class shall not be
 12 disbursed until after administrative fees have been paid in full.

9 **V MEANS OF IMPLEMENTING THE PLAN**

11 General Settlement of Claims

12 Pursuant to section 1123 of the Bankruptcy Code and Bankruptcy Rule 9019, in
 13 consideration for the classification, distributions, releases and other benefits provided under
 14 the Plan, and as a result of negotiations amount the Debtor and other parties in interest,
 15 upon the effective date, the provisions of the Plan shall constitute an enforceable court
 16 order.

16 Disbursements to Classes of Creditors

17 Debtor shall tender payments to the secured classes of claims directly to the
 18 appropriate agency as outlined in the Chapter 11 Plan. In the event a property is sold at
 19 foreclosure sale prior to the confirmation of Debtor's Chapter 11 plan, no funds will be paid
 20 towards the secured or unsecured claim of the creditors with claims against such property.
 21 Payments to the Class 5 General Unsecured Creditors shall be tendered directly to the
 22 Disbursement Agent. The Ballstaedt Law Firm shall act as the Disbursement Agent. Such
 23 payments shall be disbursed to the members of the class on a pro rata basis. It is
 24 anticipated that disbursements to members of this class shall be as follows, however, *such*
 25 *amounts are subject to change:*

Red Lizard - General Unsecured Disbursements	Unsecured Claim Amount	Pro Rata Share of the \$2000 Disbursement	Disbursement amount
US Bank N.A., as Trustee regarding 309 TEAL RIDGE HILLS DR, HENDERSON, NV 89014	\$75,329.00	13.20%	\$264.04
US Bank National Association - 1971 LARKSPUR RANCH CT, HENDERSON, NV 89012	\$359,791.00	63.06%	\$1,261.14

1	US BANK NA SERIES 2005-2 (CE) - 2523 RAFFERTY CREEK LN, LAS VEGAS, NV 89156	\$113,247.00	19.85%	\$396.95
2				
3	Highland Glen Homeowners Association - 309 TEAL RIDGE HILLS DR, HENDERSON, NV 89014	\$22,212.00	3.89%	\$77.86
4				

5 Restructuring Transactions

6 Pursuant to the plan, the Reorganized Debtor shall take any actions as may be
7 necessary or appropriate to affect a restructuring of the business or the overall organization
8 structure of the Reorganized Debtor.

9 To the extent that any such restructuring transactions result in the assignment of any
10 Executory Contract or Unexpired Lease assumed under the Plan to a party other than the
11 Debtor which was originally a party to such executor contract or unexpired lease the Debtor
12 shall follow the procedures in Article VI of the Plan for the assignment of such Executory
13 Contracts and Unexpired leases under section 365 of the Bankruptcy Code. Any managing
14 member, trustee, or other appropriate officer of the Debtor, as the case may be, shall be
15 authorized to execute, deliver, file or record such contract, instruments, releases, indentures
16 and other agreements or documents, and take such other actions as may be necessary or
17 appropriate to effectuate and further evidence the terms and conditions of this Plan and the
18 restructuring transactions.

16 New Corporate Existence

17 The Debtor shall continue to exist after the effective date with all the powers of a
18 corporation or limited liability company pursuant to laws of the State of Nevada and pursuant
19 to the certificate of incorporation and bylaws (or other formation documents) in effect prior to
20 the effective date, in such a manner as to preserve the debtor's net operating losses for
21 federal tax purposes, except to the extent such certificate of incorporation or bylaws (or
22 other formation documents) are amended by or in connection with the plan or otherwise and,
23 to the extent such documents are amended, such documents are deemed to be authorized
24 pursuant hereto and without the need for any other approvals, authorizations, actions or
25 consents.

23 Vesting of Assets in the Reorganized Debtor

24 Except as otherwise provided in the Plan any sale of the Debtor's Assets or in any
25 agreement, instrument or other document relating thereto, on or after the Effective Date, all
26 property of the estate (including, without limitation, causes of action) and any property
27 acquired by the Debtor pursuant to the Plan, shall vest in the Reorganized Debtor, free and
28 clear of all liens, claims, charges or other encumbrances. Except as may be provided in the
Plan and any sale all or a portion of the Debtor's Assets, on and after the Effective Date, the

1 Reorganized Debtor may operate their businesses and may use, acquire or dispose of
 2 property and compromise or settle any claims without supervision or approval by the
 3 Bankruptcy Court and free of any restrictions of the Bankruptcy Code or Bankruptcy Rules
 4 other than those restrictions expressly imposed by the Plan and the Confirmation Order.
 5 Without limiting the foregoing, the Reorganized Debtor shall pay the charges that they incur
 6 after the Effective Date for Retained Professionals' fees, disbursements, expenses or related
 7 support services (including reasonable fees relating to the preparation of Retained
 8 Professional fee applications) without application to the Bankruptcy Court.

7 Executory Contracts and Unexpired Leases

8 Debtors have one executory contract and/or leases: The assumption or rejection of
 9 the leases is described below:

Name of Executory Contract or Lease	Assumption or Rejection in the Chapter 11 Plan
Lease Agreement with tenant and Debtor as landlord of the 309 TEAL RIDGE HILLS DR, HENDERSON, NV 89014	Debtor has elected to assume this lease agreement.

13 Assumption means that the Debtors have elected to continue to perform the
 14 obligations under such contracts and unexpired leases, and to cure defaults of the type that
 15 must be cured under the Code, if any. If you object to the assumption of your unexpired
 16 lease or executory contract, the proposed cure of any defaults, or the adequacy of
 17 assurance of performance, you must file and serve your objection to the Plan within the
 18 deadline for objecting to the confirmation of the Plan, unless the Court sets an earlier time.

19 Consult your advisor or attorney for more specific information about particular contracts or
 20 leases. If you object to the rejection of your contract or lease, you must file and serve your
 21 objection to the Plan within the deadline for objecting to the confirmation of the Plan.

22 Tax consequences of the Plan

23 Creditors concerned with how the Plan may affect tax liability should consult with their
 24 Accountants, Attorneys, and/or Advisers. Debtors do not anticipate any adverse tax
 25 consequences to the estate from the Plan, but do acknowledge some specific tax
 26 consequences and procedures as a result of confirmation. To the extent the Debtors receive
 27 any debt forgiveness income related to this Chapter 11 case, such income would not be
 28 taxable under Section 108(a)(1) of the Internal Revenue Code, 26 U.S.C. §§ 1, et seq.

29 **VI. CONFIRMATION REQUIREMENTS AND PROCEDURES**

To be confirmable, the Plan must meet the requirements listed in Section 1129(a) or
 (b) of the Bankruptcy Code. These include the requirements that: (i) the Plan must be

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1 proposed in good faith; (ii) at least one impaired class of claims must accept the plan,
 2 without counting votes of insiders; and (iii) the Plan must distribute to each creditor and
 3 equity interest holder at least as much as the creditor or equity interest holder would receive
 4 in a Chapter 7 liquidation case, unless the creditor or equity interest holder votes to accept
 5 the Plan; and (iv) the Plan must be feasible. These requirements are not the only
 6 requirements listed in Section 1129, and they are not the only requirements for confirmation.

7 Who May Vote or Object

8 Any party-in-interest may object to the confirmation of the Plan if the party believes
 9 that the requirement for confirmation is not met. Many parties-in-interest, however, are not
 10 entitled to vote to accept or reject the Plan. A creditor or equity interest holder has a right to
 11 vote for or against the Plan only if that creditor or equity interest holder has a claim or equity
 12 interest that is both (1) allowed (or allowed for voting purposes) and (2) impaired.

13 In this case, all classes are impaired. The holders of claims in each of these classes,
 14 are therefore entitled to vote to accept or reject the Plan.

15 Ballots to Accept or Reject the Plan

16 A Ballot to accept or reject the plan shall conform to Form 14. Upon approval of this
 17 disclosure statement, a ballot will be mailed to each creditor in this case. In order for a
 18 creditor's ballot to accept or reject the plan to be counted, it must be returned to the
 19 tabulation agent. A ballot looks like the following:

UNITED STATES BANKRUPTCY COURT	
DISTRICT OF NEVADA	
In re:	CASE NO.: (Case Number)
(Case Name)	CHAPTER: 11
Debtor(s)	CONF. HEARING DATE:
	CONF. HEARING TIME:
Form 14. CLASS ONE (1) BALLOT FOR ACCEPTING OR REJECTING PLAN OF REORGANIZATION	
<p>The above referenced Debtor has filed a plan of reorganization dated: (the "Plan") for the Debtor in this case. The Court has approved a disclosure statement with respect to the Plan (the "Disclosure Statement"). The Disclosure Statement provides information to assist you in deciding how to vote your ballot. If you do not have a Disclosure Statement, you may obtain a copy from Seth D. Ballstaedt, Esq., 9480 S. Eastern Ave, Suite 213, Las Vegas, NV 89123, Phone: 702-715-0000, Fax: (702) 666-8215. Court approval of the disclosure statement does not indicate approval of the Plan by the Court.</p> <p>You should review the Disclosure Statement and the Plan before you vote. You may wish to seek legal advice concerning the Plan and your classification and treatment under the Plan. Your claim has been placed in class ONE (1) under the Plan. If you hold claims or equity interests in more than one class, you will receive a ballot for each class in which you are entitled to vote.</p> <p>If your ballot is not received by Seth D. Ballstaedt, Esq., 9480 S. Eastern Ave, Suite 213, Las Vegas Nevada, 89123 on or before and such deadline is not extended, your vote will not count as either an acceptance or rejection of the Plan. If the Plan is confirmed by the Bankruptcy Court it will be binding on you whether or not you vote.</p>	
ACCEPTANCE OR REJECTION OF THE PLAN	
Item 1. Voting Classification and Amount. The undersigned:	
SAMPLE CREDITOR	
123 street	
Anytown, NV 89000	
is the holder of a Class ONE (1) claim against the Debtor regarding _____, Account # _____, in the unpaid amount of Dollars \$ _____	
Item 2. Vote. (Check one box only)	
[] ACCEPTS THE PLAN [] REJECTS THE PLAN	
Dated: _____	
Print or Type Name: _____	
Signature: _____	
Title (If corporation or partnership): _____	
Address: _____	
RETURN THIS BALLOT TO: Seth D. Ballstaedt, Esq., 9480 S. Eastern Ave, Suite 213, Las Vegas, NV 89123. Phone (702) 715-0000, Fax (702) 666-8215 Help@ballstaedtlaw.com	

1 Instructions for submitting a ballot to the tabulation agent are listed on the back of the
2 ballot and are as follows:

3 This Ballot is submitted to you to solicit your vote to accept the Plan of
4 Reorganization (the "Plan") of RED LIZARD INVESTMENT POOL 1 LLC
5 (the "Debtor(s)") which is described in the disclosure statement in support of the Plan (the
6 "Disclosure Statement"). A copy of the Plan is attached as Exhibit "A" to the Disclosure
7 Statement. The United States Bankruptcy Court for the District of Nevada (the
8 "Bankruptcy Court"), on _____, approved the Disclosure Statement. The
9 Disclosure Statement provides information to assist you in deciding whether to accept or
10 reject the Plan. A copy of the Disclosure Statement is enclosed with this Ballot. If you do
11 not have a copy of the Disclosure Statement, you may obtain a copy from the Debtor's
12 Solicitation and Tabulation Agent, The Ballstaedt Law Firm, 9555 S. Eastern Ave, Suite
13 210, Las Vegas, Nevada 89123, Attn: Seth D. Ballstaedt, Esq., Telephone No. (702) 715-
14 0000.

15 Please complete, sign and date this Ballot. Return this Ballot to The Ballstaedt
16 Law Firm, 9555 S. Eastern Ave, Suite 210, Las Vegas, Nevada 89123, Attn: Balloting
17 Agent, Telephone No. (702)715-0000. If your Ballot is not ACTUALLY RECEIVED by
18 5:00 p.m., Pacific Time, on _____, and such deadline is not extended, it
19 will not be counted. The Ballstaedt Law Firm will accept Ballots by facsimile
20 transmission Fax: (702)666-8215.

21 By signing this Ballot, you make the following certifications:

- 22 • "I have been provided with a copy of the Disclosure Statement and the exhibits
23 thereto."
- 24 • "I understand that, if this Ballot is validly executed and returned without
25 checking a box to ACCEPT or REJECT, this Ballot will be counted as a vote to ACCEPT
26 the Plan."
- 27 • "I have the full power and authority to vote to accept or reject the Plan on behalf
28 of the claimant listed on the reverse side."

29 What is an Allowed Claim?

30 Only a creditor with an allowed claim has the right to vote on the Plan. Generally, a
31 claim is allowed if either (A) the Debtor has scheduled the claim on the Debtor's schedules,
32 unless the claim has been scheduled as disputed, contingent, or un-liquidated, or (B) the
33 creditor has filed a proof of claim, unless an objection has been filed to such proof of claim
34 by the Debtors, in which case, such creditor cannot vote unless the court, after notice and
35 hearing, either overrules the objection the objection or allows the claim for voting purposes
36 pursuant to Rule 3018(a) of the Federal Rules of Bankruptcy Procedure.

37 **The deadline for filing a proof of claim in this case is August 10, 2016.**

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1 The **deadline for filing objections to Confirmation** is _____.

2 What is an Impaired Claim?

3

4 As noted above, the holder of an allowed claim or equity interest has the right to vote
5 only if it is in a class that is impaired under the Plan. As provided in Section 1124 of the
6 Bankruptcy Code, a class is considered impaired if the Plan alters the legal, equitable, or
contractual rights of the members of that class.

7 Who is NOT Entitled to Vote?

8

9 The holders of the following six types of claims are not entitled to vote:

10

- 11 • Holders of claims that have been disallowed by an order of the Court;
- 12 • Holders of other claims that are not "allowed claims" (as discussed above), unless
they have been "allowed" for voting purposes;
- 13 • Holders of claims in unimpaired classes;
- 14 • Holders of claims entitled to priority pursuant to Sections 507(a)(2), or (a)(8) of the
Bankruptcy Code;
- 15 • Holders of claims in classes that do not receive or retain any value under the plan;
and
- 16 • Administrative expenses.

17 Even if you are not entitled to vote on the Plan, you have a right to object to the confirmation
of the Plan and to the adequacy of the Disclosure Statement.

18 Who can Vote In More Than One Class

19

20 A creditor whose claim has been allowed in part as a secured claim and in part as an
21 unsecured claim or who otherwise hold claims in multiple classes, is entitled to accept or
reject a Plan in each capacity, and should cast one ballot for each claim.

22 Votes Necessary to Confirm the Plan

23

24 If impaired classes exist, the Court cannot confirm the Plan unless (A) at least one
25 impaired class of creditors has accepted the Plan without counting the votes of any insiders
within that class, or (B) all impaired classes have voted to accept the Plan, unless the Plan is
26 eligible to be confirmed by "cram down" on non-accepting classes, as discussed below.

27 Votes Necessary for a Class to Accept the Plan

28

1 A class of claims accepts the Plan if both of the following occur: (A) the holders of
2 more than one-half (1/2) of the allowed claims in the class, who vote, cast his votes to
3 accept the Plan, and (B) the holders of at least two thirds (2/3) in dollar amount of the
4 allowed claims in the class, who vote, cast his votes to accept the Plan.

4 Fair Treatment of Non-Accepting Classes

5
6 The Court may still confirm the Plan, even if one or more creditors or classes vote
7 against the Plan, if the non-accepting classes are treated in the manner prescribed by
8 Section 1129(b) of the Bankruptcy Code. A plan that binds non-accepting classes is
9 commonly referred to as a "cram down" plan. the Code allows the Plan to bind non-
10 accepting classes of claims or equity interest if it meets all the requirement for consensual
11 confirmation except the voting requirements of Section 1129(a)(8) of the Bankruptcy Code,
12 does not "discriminate unfairly," and is "fair and equitable" toward each impaired class that
13 has not voted to accept the Plan.

11 Liquidation Analysis

12
13 To confirm the Plan, the Court must find that all creditors who do not accept the Plan
14 will receive at least as much under the Plan as such claim holders would receive in Chapter
15 7 liquidation. A liquidation analysis is attached to this Disclosure Statement as "Exhibit C".
16 This analysis lists real property and personal property of the Debtor. Debtor has a
17 liquidation value of \$0 (zero).

17 Feasibility

18 The Court must find that confirmation of the Plan is not likely to be followed by the
19 liquidation, or the need for further financial reorganization, of the Debtors or any successor
20 to the Debtors, unless such liquidation or reorganization is proposed in the Plan.

21 Ability to Initially Fund the Plan

22 The Debtors believe that they will have either (A) enough cash on hand or (B)
23 sufficient cash flow on the effective date of the Plan to pay all claims and expenses that are
24 entitled to be paid on that date. Tables, showing the amount of cash flow to be available on
25 the effective date of the Plan, and the sources of that cash, are attached to this disclosure
26 statement as "Exhibit B," Cash Flow Analysis.

26 Ability to Make Future Plan Payments and Operate Without Further Reorganization

27
28

1 The Debtors must also show that they will have enough cash over the life of the Plan
2 to make the required Plan Payments. The Debtors' financial projections show that they will
3 have an aggregate surplus cash flow, after paying operating expenses and post-confirmation
4 taxes, as set forth in "Exhibit B." The analysis indicates that there will be sufficient cash flow
5 to pay \$319 per month for a total of 60 months (5 years) to pay the administrative claims.

The final Plan payments of these claims are expected to occur about February 5th, 2022.

6 You should consult with your accountant or other financial advisor if you have any
7 questions pertaining to these projections.

8 **VII. EFFECT OF CONFIRMATION PLAN**

9 Discharge of the Debtor

10 On the effective date of the Plan, the Debtor shall be discharged from any debt that arose
11 before confirmation of the Plan, subject to the occurrence of the effective date, to the extent
12 specified in § 1141(d)(1)(A) of the Code, except that the Debtor shall not be discharged of
13 any debt (i) imposed by the Plan, (ii) of a kind specified in § 1141(d)(6)(A) if a timely
14 complaint was filed in accordance with Rule 4007(c) of the Federal Rules of Bankruptcy
15 Procedure, or (iii) of a kind specified in § 1141(d)(6)(B). After the effective date of the Plan
16 your claims against the Debtor will be limited to the debts described in clauses (i) through
17 (iii) of the preceding sentence.

18 Modification of the Plan

19 Debtor, or any other party in interest, including a creditor or a trustee (if one has been
20 appointed) may modify the Plan at any time before confirmation of the Plan. The court,
21 however, may require a new Disclosure Statement and/or re-voting on the Plan.

22 The Plan may be modified at any time after confirmation of the Plan, but before the
23 completion of payments under the Plan to (1) increase or reduce the amount of payments
24 under the Plan on claims of a particular class, (2) extend or reduce the time period for such
25 payments, or (3) alter the amount of distribution to a creditor whose claim is provided for by
26 the Plan to the extent necessary to take on accounting of any payment of a claim made
27 other than under the Plan.

28 Effective as of the date hereof and subject to the limitations and rights contained in
the Plan: (a) the Debtors reserve the right, in accordance with the Bankruptcy Code and the
Bankruptcy Rules, to amend or modify the Plan prior to the entry of the confirmation order;
and (b) after the entry of the confirmation order, the Debtors or the reorganized Debtor, as
applicable, may, upon order of the Bankruptcy Court, amend or modify the Plan, in

1 accordance with section 1127(b) of the Bankruptcy Code or remedy any defect or omission
2 or reconcile an inconsistency in the Plan in such manner as may be necessary to carry out
3 the purpose and intent of the Plan; provided, however, that any modification to the Plan shall
not affect the rights or treatment of holders of General Unsecured Claims.

4 Final Decree

5 Once the estate is fully administered, as provided in Rule 3022 of the Federal Rules
6 of Bankruptcy Procedure, the Debtor, or such other party as the Court shall designate in the
7 Plan confirmation order, shall file a motion with the Court to obtain a final decree to close the
case. Alternatively, the Court may enter such a final decree on its own motion.

8
9 **VIII. OTHER PLAN PROVISIONS**

10 Vesting of Assets in the Debtor

11
12 After confirmation of the Plan, all property of Debtor shall vest in them, free and clear
13 of all liens, claims, charges or other encumbrances, except for those liens provided for in the
14 Plan and except for those other liens affected by an order approving a Motion to value and
the confirmation order. The Debtor may operate business and may use, acquire or dispose
15 of property and compromise or settle any claims without supervision or approval by the
Bankruptcy Court and free of any restrictions of the Bankruptcy Code or Bankruptcy Rules,
16 other than those restrictions expressly imposed by the Plan and the confirmation order.

17 Without limiting the foregoing, the Debtor shall pay the charges that they incur after
confirmation for professional fees, disbursements, expenses or related support services
18 (including reasonable fees relating to the preparation of professional fee applications)
without application to the Bankruptcy Court.

19
20 Effectuating Documents; Further Transactions; Exemption from Certain Transfer Taxes

21 Debtors may take all actions to execute, deliver, file or record such contracts,
22 instruments, releases and other agreements or documents and take such actions as may be
23 necessary or appropriate to effectuate and implement the provisions of the Plan. Pursuant
to section 1146(a) of the Bankruptcy Code, any transfers of property pursuant to the Plan
24 shall not be subject to any stamp tax or other similar tax or governmental assessment in the
united States, and the confirmation order shall direct the appropriate state or local
25 governmental officials or agents to forgo the collection of any such tax or governmental
assessment and to accept for filing and recordation instruments or other documents
26 pursuant to such transfers of property without the payment of any such tax or governmental
assessment. The Plan, however, does not propose or envision any such transfers.
27

28 Revocation of Plan

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Las Vegas, NV 89123

Debtor reserves the right to revoke or withdraw the Plan prior to the confirmation hearing and to file subsequent Chapter 11 plans. If the debtor revokes or withdraws the Plan, or if confirmation does not occur, then: (1) the Plan shall be null and void in all respects; (2) any settlement or compromise embodied in the Plan, assumption or rejection of Executory Contracts or Unexpired Leases affected by the Plan and any document or agreement executed pursuant hereto shall be deemed null and void except as may be set forth in a separate order entered by the Court; and (3) nothing contained in the Plan shall: (a) constitute a waiver or release of any Claims by or against, the Debtor or any other entity; (B) prejudice in any manner the rights of the debtor or any other entity; or (c) constitute an admission, acknowledgment, offer or undertaking of any sort by the Debtor or any other entity.

Successors and Assigns

The rights, benefits and obligations of any entity named or referred to herein shall be binding on, and shall inure to the benefit of, any heir, executor, administrator, successor or assign of such entity.

Reservation of Rights

Except as expressly set forth in the Plan, the Plan shall have no force or effect until the Court enters the confirmation order. Neither the filing of the Plan, any statement or provision contained in the Disclosure Statement, nor the taking of any action by the Debtor or any other entity with respect to the Plan shall be or shall be deemed to be an admission or waiver of any rights of: (1) any Debtor with respect to the holders of claims or other entity; or (2) any holder of a Claim or other entity prior to the effective date of the Plan.

Further Assurances

Debtor or the reorganized Debtor, as applicable, all holders of Claims receiving distributions under the Plan and all other entities shall, from time to time, prepare, execute and deliver any agreements or documents and take any other actions as may be necessary or advisable to effectuate the provisions and intent of the Plan or the confirmation order.

Severability

If, prior to confirmation of the Plan, any term or provision of the Plan is held by the court to be invalid, void or unenforceable, the Court shall have the power to alter and interpret such term or provision to make it valid or enforceable to the maximum extent practicable, consistent with the original purpose of the term or provision held to be invalid,

1 void or unenforceable, and such term or provision then will be applicable as altered or
2 interpreted, provided that any such alteration or interpretation must be in form and
3 substance reasonably acceptable to the Debtor and to the extent such alteration or
4 interpretation affects the rights or treatment of holders of general unsecured claims, such
claim holder.

5 Filing of Additional Documents

6 On or before the Effective Date, the Debtor may file with the Court all agreements
7 and other documents that may be necessary or appropriate to effectuate and further
8 evidence the terms and conditions hereof.

9 Dated this Thursday, October 20, 2016

10
11 /s/ J Colby Wheeler

12 J Colby Wheeler for RED LIZARD INVESTMENT POOL 1 LLC

13
14 /s/ Seth D. Ballstaedt

15 Seth D. Ballstaedt, Esq.

16 Attorney for RED LIZARD INVESTMENT POOL 1 LLC
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