UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF OHIO

In re:	:	Chapter 11
	:	
JOHN JOSEPH LOUIS JOHNSON, III,	:	Case No. 14-57104
	:	
Debtor.	:	Judge John E. Hoffman, Jr.

DISCLOSURE STATEMENT FOR THIRD AMENDED CHAPTER 11 PLAN OF REORGANIZATION OF JOHN JOSEPH LOUIS JOHNSON, III DATED AS OF AUGUST 29, 2016 [REL. DOC. 657]

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THIS PROPOSED DISCLOSURE STATEMENT IS NOT A SOLICITATION OF ACCEPTANCES OR REJECTIONS OF DEBTOR'S PLAN OF REORGANIZATION DESCRIBED HEREIN. ACCEPTANCES AND REJECTIONS MAY NOT BE SOLICITED UNTIL A DISCLOSURE STATEMENT HAS BEEN APPROVED BY THE BANKRUPTCY COURT. THIS PROPOSED DISCLOSURE STATEMENT IS BEING SUBMITTED FOR APPROVAL, BUT HAS NOT YET BEEN APPROVED BY THE BANKRUPTCY COURT.

THIS DISCLOSURE STATEMENT HAS BEEN PREPARED FOR THE PURPOSE OF PROVIDING CERTAIN APPLICABLE INFORMATION TO CREDITORS OF DEBTOR WHO, AS DESCRIBED HEREIN, ARE ENTITLED TO VOTE WHETHER TO ACCEPT OR REJECT DEBTOR'S PROPOSED PLAN OF REORGANIZATION. A COPY OF THE PLAN IS ATTACHED AS EXHIBIT A HERETO. THIS DISCLOSURE STATEMENT INCLUDES, AMONG OTHER THINGS, A SUMMARY OF THE PLAN, AS WELL AS SUMMARIES OF CERTAIN OTHER MATERIALS REFERENCED IN THIS DISCLOSURE STATEMENT INCLUDING (AMONG OTHER THINGS) CERTAIN OTHER DOCUMENTS ATTACHED AS EXHIBITS TO THIS DISCLOSURE STATEMENT OR ATTACHED AS EXHIBITS TO THE PLAN OR ANY PLAN SUPPLEMENT. THE SUMMARIES AND OTHER INFORMATION CONTAINED IN THIS DISCLOSURE STATEMENT ARE QUALIFIED IN THEIR ENTIRETY BY REFERENCE TO THE PLAN, THOSE OTHER EXHIBITS TO THIS DISCLOSURE STATEMENT, THE EXHIBITS TO THIS DISCLOSURE STATEMENT, AND THE EXHIBITS TO THE PLAN OR ANY PLAN SUPPLEMENT.

PERSONS ENTITLED TO VOTE WHETHER TO ACCEPT OR REJECT THE PLAN ARE ADVISED AND ENCOURAGED TO READ, IN THEIR ENTIRETY, THIS DISCLOSURE STATEMENT, THE PLAN ATTACHED AS AN EXHIBIT HERETO, THE OTHER EXHIBITS HERETO OR THERETO, AND THE EXHIBITS TO ANY PLAN SUPPLEMENT, BEFORE VOTING TO ACCEPT OR REJECT THE PLAN. **ALL PERSONS ENTITLED TO VOTE SHOULD READ CAREFULLY THE SECTION OF THE DISCLOSURE STATEMENT DESCRIBING CERTAIN APPLICABLE RISK FACTORS BEFORE VOTING TO ACCEPT OR REJECT THE PLAN.**

THE STATEMENTS CONTAINED IN THIS DISCLOSURE STATEMENT ARE MADE ONLY AS OF THE DATE HEREOF (UNLESS OTHERWISE SPECIFIED), AND THERE CAN BE NO ASSURANCE THAT THE STATEMENTS CONTAINED HEREIN WILL BE CORRECT AT ANY TIME AFTER SUCH APPLICABLE DATE. DEBTOR DOES NOT WARRANT THAT THE STATEMENTS OR INFORMATION CONTAINED HEREIN ARE WITHOUT ANY INACCURACY OR OMISSION.

THIS DISCLOSURE STATEMENT HAS BEEN PREPARED IN ACCORDANCE WITH SECTION 1125 OF THE BANKRUPTCY CODE AND RULE 3016 OF THE FEDERAL RULES OF BANKRUPTCY PROCEDURE, AND NOT NECESSARILY IN ACCORDANCE WITH FEDERAL OR STATE SECURITIES LAW OR OTHER APPLICABLE LAW. PERSONS TRADING IN OR OTHERWISE PURCHASING, SELLING, OR TRANSFERRING CLAIMS AGAINST DEBTOR SHOULD EVALUATE THIS DISCLOSURE STATEMENT AND THE PLAN IN LIGHT OF THE PURPOSES FOR WHICH THEY WERE PREPARED.

THE INFORMATION IN THIS DISCLOSURE STATEMENT IS BEING PROVIDED SOLELY FOR PURPOSES OF THE DETERMINATION BY HOLDERS OF CLAIMS AGAINST DEBTOR WHO ARE ENTITLED TO VOTE ON ACCEPTANCE OR REJECTION OF THE PLAN AS TO WHETHER TO VOTE TO ACCEPT OR REJECT THE PLAN.

NOTHING IN THIS DISCLOSURE STATEMENT MAY BE USED BY ANY OTHER PERSON OR FOR ANY OTHER PURPOSE. AS DESCRIBED IN GREATER DETAIL BELOW, NOT ALL HOLDERS OF CLAIMS AGAINST DEBTOR ARE ENTITLED TO VOTE ON WHETHER TO ACCEPT OR REJECT THE PLAN.

IN THE EVENT OF ANY INCONSISTENCY OR AMBIGUITY BETWEEN THE TERMS OF THE PLAN ITSELF AND THE SUMMARY OF THE PLAN CONTAINED IN THIS DISCLOSURE STATEMENT, THE TERMS OF THE PLAN SHALL GOVERN. ALL EXHIBITS TO THIS DISCLOSURE STATEMENT ARE INCORPORATED INTO AND ARE A PART OF THIS DISCLOSURE STATEMENT AS IF SET FORTH IN FULL HEREIN.

IT IS DEBTOR'S POSITION AS TO CONTESTED MATTERS, EXISTING LITIGATION INVOLVING, OR POSSIBLE ADDITIONAL LITIGATION TO BE BROUGHT BY, OR AGAINST, DEBTOR, ADVERSARY PROCEEDINGS, AND OTHER ACTIONS OR THREATENED ACTION, THIS DISCLOSURE STATEMENT SHALL NOT CONSTITUTE OR BE CONSTRUED AS AN ADMISSION OF ANY FACT OR LIABILITY, A STIPULATION, OR A WAIVER, BUT RATHER AS A STATEMENT MADE WITHOUT PREJUDICE SOLELY FOR SETTLEMENT PURPOSES, WITH FULL RESERVATION OF RIGHTS, AND IS NOT TO BE USED FOR ANY LITIGATION PURPOSE WHATSOEVER BY ANY PARTY IN INTEREST OR OTHER PERSON. ACCORDINGLY, THIS DISCLOSURE STATEMENT SHALL NOT BE ADMISSIBLE IN ANY NON-BANKRUPTCY PROCEEDING INVOLVING DEBTOR OR ANY OTHER PARTY IN INTEREST, NOR SHALL IT BE CONSTRUED TO BE ADVICE REGARDING THE TAX OR OTHER EFFECTS OF THE PLAN AS TO HOLDERS OF CLAIMS AGAINST DEBTOR.

ARTICLE I.
INTRODUCTION

A. General Background.[1]

On October 7, 2014 (the "Petition Date"), John Joseph Louis Johnson, III ("Debtor" and "Debtor-in-Possession") commenced this case by filing a voluntary petition for relief under chapter 11 of the Bankruptcy Code. On August 29, 2016, Debtor filed with the Bankruptcy Court his *Third Amended Chapter 11 Plan of Reorganization of John Joseph Louis Johnson, III, Dated as of August 29, 2016* (as amended, supplemented, or otherwise modified, the "Plan"), and now files this *Disclosure Statement for Third Amended Chapter 11 Plan of Reorganization of John Joseph Louis Johnson, III, Dated as of August 29, 2016* (the "Disclosure Statement"). All capitalized terms used in this Disclosure Statement but not defined herein have the respective meanings ascribed to such terms in the Plan. A complete copy of the Plan is attached as **Exhibit A** to this Disclosure Statement.

This Disclosure Statement is being submitted pursuant to section 1125 of the Bankruptcy Code for use by those entitled to vote on whether to accept or reject the Plan in connection with (a) the solicitation by Debtor of acceptances of the Plan and (b) the hearing by the Bankruptcy Court to consider confirmation of the Plan. That hearing (the "Confirmation Hearing") presently is scheduled for October 5, 2016 at 9:30 a.m., prevailing Eastern Time.

The Plan sets forth the manner in which Claims against Debtor are proposed to be treated in connection with the reorganization of Debtor in his Chapter 11 case. This Disclosure Statement describes certain aspects of the Plan, and also provides a general description of Debtor's financial affairs as well as information regarding various other matters relevant to the purpose for which this Disclosure Statement has been prepared. This Disclosure Statement is intended to provide sufficient information to enable those who are entitled to vote on the acceptance or rejection of the Plan, as explained below, to make an informed decision in connection with that vote. Among other things, this Disclosure Statement describes:

- In summary form, how the Plan treats creditors of Debtor (Article II);
- How Chapter 11 works (Article III);
- Prepetition events (Article IV);
- The events leading up to the filing of the Chapter 11 Petition (Article V);
- Significant events in the Chapter 11 case (Article VI);
- The matters dealt with under the Plan (Article VII);
- Certain financial projections (Article VIII);
- Certain risk factors to be considered before voting (Article IX):

[1] All capitalized terms not defined in this Summary are subsequently defined herein.

- The procedures for confirming the Plan (Article X);
- Alternatives to confirmation and consummation of the Plan (Article XI); and
- Certain tax consequences of the Plan (Article XII).

This Disclosure Statement has been carefully prepared in order, among other things, to describe the material aspects of the Plan, but it is not intended to override the Plan or any aspect of it. Accordingly, in the event there are any inconsistencies or ambiguities between the Plan itself and the descriptions of the Plan contained in this Disclosure Statement, the terms of the Plan will govern. The Plan and this Disclosure Statement, along with the other exhibits attached to this Disclosure Statement, and the exhibits attached to the Plan or to any Plan Supplement, are the only materials that those who are entitled to vote on acceptance or rejection of the Plan should use in determining how to vote.

The Plan is the product, in part, of extensive negotiations among Debtor and certain of his major creditors. The Plan is summarized in more detail in Article VII below. After careful consideration of Debtor's financial condition and his prospects for reorganization, as well as the alternatives to reorganization, Debtor has determined that the recoveries to creditors holding Allowed Claims will be maximized by utilizing the treatment established under the Plan.

The following materials are or will be attached as Exhibits to this Disclosure Statement:

1. As **Exhibit A**, a copy of the Plan, including the exhibits thereto (excluding any Plan Supplement or exhibits thereto);

2. As **Exhibit B**, a proposed ballot for voting on the Plan (the "Ballot");

3. As **Exhibit C**, a Summary of Pending Adversary Proceedings;

4. As **Exhibit D,** a copy of the Financial Projections for Debtor;

5. As **Exhibit E**, a copy of the Liquidation Analysis of Debtor's estate;

6. As **Exhibit F**, the amounts the Objecting Creditors may vote notwithstanding any pending objection to allowance of their Claim or request for estimation of their Claim;

7. As **Exhibit G**, a sources and uses of assets (including cash) under the Plan (the "Sources and Uses");

8. As **Exhibit H**, a summary of known potential prepetition Litigation Claims and Retained Litigation Claims of the estate ("Claim Summary"); and

9. As **Exhibit I**, a summary of anticipated cash distributions to the Class 5A Escrow and the Creditor Trust, respectively.

To the extent this Disclosure Statement is being submitted to a holder of Claim that is entitled to vote to accept or reject the Plan, this Disclosure Statement also is accompanied by a Ballot in connection with that vote and with a copy of the order of the Bankruptcy Court (excluding exhibits thereto), dated August [_____], 2016 (the "Disclosure Statement Order"). As further described below, holders of certain categories of Claims against Debtor, may automatically be deemed to have accepted the Plan or to have rejected it, depending on the particular category of Claims. Holders of Claims that are deemed to have accepted or rejected the Plan are not entitled to vote to accept or reject the Plan.

In addition to the exhibits attached to this Disclosure Statement and the exhibits attached to the Plan, Debtor anticipates there will be certain additional materials that are necessary or appropriate to the implementation and/or confirmation of the Plan. Those additional materials are summarized in this Disclosure Statement, to the extent now known or reasonably determinable; and copies of those materials (in final or substantially final form), or summaries thereof, will be contained in a Plan Supplement. The Plan Supplement will be filed by Debtor with the Clerk of the Bankruptcy Court no later than September 16, 2016.

On August [_____], 2016, after notice and a hearing, the Bankruptcy Court entered the Disclosure Statement Order, determining that this Disclosure Statement contains "adequate information" (as that term is defined in section 1125 of the Bankruptcy Code) and approving the Disclosure Statement. Section 1125(a)(1) of the Bankruptcy Code defines "adequate information" as "information of a kind, and in sufficient detail, as far as is reasonably practicable in light of the nature and the history of a debtor and in the condition of such debtor's books and records, including a discussion of the potential material Federal tax consequences of the plan to such debtor, any successor to such debtor, and a hypothetical investor typical of the holders of claims in the case, that would enable such a hypothetical investor of the relevant class to make an informed judgment about the plan, but adequate information need not include such information about any other possible or proposed plan and in determining whether a disclosure statement provides adequate information, the court shall consider the complexity of the case, the benefit of additional information to creditors and other parties in interest, and the cost of providing additional information[.]" 11 U.S.C. §1125(a)(1). NO STATEMENTS OR INFORMATION CONCERNING THE PLAN AND THE TRANSACTIONS CONTEMPLATED THEREBY HAVE BEEN AUTHORIZED, OTHER THAN THE STATEMENTS AND INFORMATION CONTAINED IN THIS DISCLOSURE STATEMENT AND THE INFORMATION ACCOMPANYING THIS DISCLOSURE STATEMENT, THE PLAN OR ANY PLAN SUPPLEMENT. ALL OTHER STATEMENTS REGARDING THE PLAN AND THE TRANSACTIONS CONTEMPLATED THEREBY, WHETHER WRITTEN OR ORAL, ARE UNAUTHORIZED AND SHOULD NOT BE RELIED UPON.

APPROVAL OF THIS DISCLOSURE STATEMENT BY THE BANKRUPTCY COURT DOES NOT CONSTITUTE THE BANKRUPTCY COURT'S ENDORSEMENT OF THE PLAN. THE BANKRUPTCY COURT MAKES NO DETERMINATION AS TO THE FAIRNESS OR MERITS OF THE PLAN AT THIS TIME.

The Disclosure Statement Order sets forth in detail the deadlines, procedures and instructions for voting to accept or reject the Plan and for filing objections to confirmation of the Plan, the record date for voting purposes, and the applicable standards for tabulating Ballots. In the event of any discrepancy between the provisions of the Disclosure Statement Order and the summary thereof contained in this Disclosure Statement, the provision of the Disclosure Statement Order will govern. In addition, detailed voting instructions will accompany each Ballot. Each person entitled to vote on acceptance or rejection of the Plan should read in their entirety this Disclosure Statement (including exhibits thereto), the Plan (including the exhibits thereto), the Plan Supplement, if any (including the exhibits thereto), the Disclosure Statement Order, and the instructions accompanying the Ballot(s) received by such person before voting on whether to accept or reject the Plan. These documents contain, among other things, important information concerning the classification of Claims for voting purposes and the tabulation of votes. No solicitation of votes to accept or reject the Plan may be made except pursuant to section 1125 of the Bankruptcy Code.

B. Holders Entitled to Vote.

Not all holders of Claims against a debtor are entitled to vote to accept or reject that debtor's proposed chapter 11 plan of reorganization. Rather, the Bankruptcy Code limits the right to vote to holders of Claims against that debtor that are regarded as being "allowed" (within the meaning of section 502 of the Bankruptcy Code), and only where those allowed Claims have been classified in classes of Claims that are regarded as being "impaired" (within the meaning of section 1124 of the Bankruptcy Code) by the treatment proposed under that reorganization plan, with certain exceptions described below. Where an allowed Claim is classified in a class that is regarded as unimpaired under the proposed reorganization plan, the holder of that Claim is not entitled to vote to accept or reject the Plan and instead automatically is conclusively presumed to have accepted the Plan. Correspondingly, where an allowed Claim is classified in a class that is regarded as impaired under the Plan and the Plan provides that the holders of allowed Claims in that class will not be entitled to receive or retain any property on account of such Claims is not entitled to vote to accept or reject Plan and instead automatically is deemed to have rejected the Plan. In addition, the Bankruptcy Code provides that certain specific categories of allowed Claims against a debtor need not be classified for purposes of a plan of reorganization; and, where those categories of unclassified allowed Claims are unimpaired under the Plan, the holders of such Claims do not actually vote on acceptance or rejection and instead automatically are conclusively presumed to have accepted the Plan.

This Plan establishes two (2) categories of unclassified Claims against Debtor and eight (8) classes of Claims against Debtor. Only holders of Allowed Claims in the eight (8) classes are entitled to vote to accept or reject the Plan. The other categories automatically are conclusively presumed to have accepted the Plan or are deemed to have rejected it. As more fully summarized in Article II below (and described in detail in Article VII below):

- Administrative Claims and Priority Tax Claims are unclassified and unimpaired under the Plan. Accordingly, holders of Allowed Claims in those categories are

not entitled to vote to accept or reject the Plan and instead are conclusively presumed to have accepted the Plan.

- All classes are impaired under the Plan. Accordingly, and unless otherwise indicated below, to the extent Claims in those Classes are not the subject of an objection or request for estimation which remains pending, holders of Allowed Claims in each of those Classes are entitled to vote to accept or reject the Plan.

A BALLOT TO BE USED IN VOTING TO ACCEPT OR REJECT THE PLAN WILL BE PROVIDED TO HOLDERS OF CLAIMS IN ALL EIGHT (8) CLASSES THAT ARE ENTITLED TO VOTE TO ACCEPT OR REJECT THE PLAN.

The Bankruptcy Code defines "acceptance" of a reorganization plan by a class of allowed claims as acceptance by creditors in that class that hold at least two-thirds in aggregate dollar amount of claims in such class and represent more than one-half in number of the allowed claims in such class that cast ballots for acceptance or rejection of that reorganization plan. For a more detailed description of the requirements of confirmation of the Plan, please see Article X below.

C. Voting Procedures.

On August [_____], 2016, the Bankruptcy Court entered the Disclosure Statement Order, among other things, approving the Disclosure Statement, setting voting procedures and scheduling the Confirmation Hearing. A copy of the Disclosure Statement Order, including a copy of the notice of the Confirmation Hearing (the "Confirmation Hearing Notice") is attached to this Disclosure Statement. The Confirmation Hearing Notice sets forth in detail, among other things, the voting deadlines and objection deadlines with respect to the Plan. The Confirmation Hearing Notice and the instructions attached to the Ballot should be read in conjunction with this section of the Disclosure Statement.

If you are a holder of an Allowed Claim that is entitled to vote to accept or reject the Plan, a Ballot is enclosed with this Disclosure Statement for the purpose of casting your vote. If you hold an Allowed Claim in more than one class that is entitled to vote to accept or reject the Plan, you will receive a separate Ballot for each class in which you hold an Allowed Claim. In order for your Ballot to be counted, you must use the particular Ballot pertaining to the particular Class of Allowed Claims. Debtor urges you to vote and return your Ballot(s) by no later than 5:00 p.m., prevailing Eastern Time, on September 28, 2016 (the "Voting Deadline"), in accordance with the instructions accompanying your Ballots(s) and described in this section.

If you receive any Ballot from Debtor, please vote and return your Ballot(s) directly to the following address:

Ms. Carrie Philpot
c/o Hahn Loeser & Parks LLP
65 E. State St., Suite 1400
Columbus, Ohio 43215

PLEASE RETURN YOUR BALLOT(S) ONLY. DO NOT ALSO RETURN ANY PROMISSORY NOTE OR OTHER INSTRUMENTS OR AGREEMENTS THAT YOU MAY HAVE RELATING TO YOUR CLAIM. DO NOT MAIL YOUR BALLOT TO THE BANKRUPTCY COURT OR FILE YOUR BALLOT WITH THE BANKRUPTCY COURT.

TO BE COUNTED, YOUR DULY COMPLETED BALLOT(S) – INDICATING ACCEPTANCE OR REJECTION OF THE PLAN – MUST BE ACTUALLY RECEIVED NO LATER THAN THE VOTING DEADLINE. Any Ballot not received by the Voting Deadline shall not be counted, except insofar as the Bankruptcy Court may order otherwise.

Except as set forth on **Exhibit F**, the holder of any Claim to which an objection or request for estimation is pending, or which is listed on the Schedules of Assets and Liabilities as unliquidated, disputed or contingent and for which no proof of Claim has been filed, is not entitled to vote on whether to accept or reject the Plan unless the holder of such Claim has obtained an order of the Bankruptcy Court temporarily allowing such Claim for the purpose of voting on the Plan. In addition, Debtor proposes that Ballots cast by alleged creditors of Debtor whose Claims (x) are not listed on Debtor's Schedules of assets and liability or (y) are listed on those Schedules as disputed, contingent and/or unliquidated, but who in either case have timely filed proofs of claim in unliquidated or unknown amounts that are not the subject of an objection filed by Debtor, will have their Ballots counted towards satisfying the numerosity requirement of section 1126(c) of the Bankruptcy Code, but will not have their Ballots counted toward satisfying the aggregate claim amount requirements of that section. The numerosity and aggregate claim amount requirements of section 1126(c) of the Bankruptcy Code are further described in Article X below.

In its Disclosure Statement Order, the Bankruptcy Court established [_____], 2016, the date on which the Disclosure Statement Order was entered, as the record date (the "Voting Record Date") for purposes of voting on the Plan. Accordingly, unless otherwise ordered by the Bankruptcy Court, only Holders of record, as of the Voting Record Date, of Allowed Claims otherwise entitled to vote to accept or reject the Plan will receive a Ballot and be entitled to vote on the Plan. If, as of the Voting Record Date, you were a holder of an Allowed Claim entitled to vote on the Plan and did not receive a Ballot(s), received a damaged Ballot(s) or lost your Ballot(s), or if you have any questions concerning this Disclosure Statement, the Plan, or procedures for voting on the Plan, please contact Debtor's undersigned attorneys, sufficiently in advance of the Voting Deadline.

D. Confirmation Hearing.

In accordance with section 1128 of the Bankruptcy Code, and as referenced in the Confirmation Hearing Notice, the Bankruptcy Court scheduled the Confirmation Hearing be held on **October 5, 2016 at 9:30 a.m., prevailing Eastern Time**, before the Honorable John E. Hoffman Jr., United States Bankruptcy Court for the Southern District of Ohio, at Columbus, 170 North High Street, Columbus, Ohio 43215. The Bankruptcy Court has directed that objections, if any, to confirmation of the Plan be served and filed so that they are received on or

before September 28, 2016, at 5:00 o'clock p.m., prevailing Eastern Time, in the manner described below in Article X. The Confirmation Hearing may be adjourned from time to time by the Bankruptcy Court, without further notice (except for the announcement of the adjournment date made at the Confirmation Hearing or at any subsequently adjourned Confirmation Hearing).

E. Recommendation.

DEBTOR BELIEVES THAT THE PLAN WILL ENABLE HIM TO REORGANIZE SUCCESSFULLY AND TO ACCOMPLISH THE OBJECTIVES OF CHAPTER 11, AND THAT ACCEPTANCE OF THE PLAN IS IN THE BEST INTERESTS OF DEBTOR'S CREDITORS, THE ESTATE, AND DEBTOR. DEBTOR RECOMMENDS THAT CREDITORS VOTE TO ACCEPT THE PLAN.

ARTICLE II.
OVERVIEW OF THE PLAN

The following table briefly summarizes how the Plan classifies and treats Allowed Claims, and also provides the estimated distributions to be received by the holders of Allowed Claims in accordance with the Plan:

SUMMARY OF CLASSIFICATION AND TREATMENT OF CLAIMS UNDER THE PLAN[2]

Class	Impairment	Treatment
Class 1 – CapStar Secured Claim	Impaired	The CapStar Secured Claim is Allowed as a Secured Claim, secured by the CapStar Collateral and, subject to CapStar filing the CapStar Withdrawals, CapStar will receive (a) the CapStar Adequate Protection Payments on the Effective Date; and (b) Plan Cash from the Effective Date Payment in an amount equal to $35,000, without prejudice to any Deficiency Claim of CapStar.

[2] This table is provided as a brief summary for convenience purposes only. Reference should be made to this entire Disclosure Statement, and to the Plan itself (to which this Disclosure Statement is qualified in its entirety by reference), for a complete description of the classification and treatment of all classes of Allowed Claims.

Class 2 – EOT Secured Claim	Impaired	To the extent that the EOT Secured Claim is Allowed as a Secured Claim (including without limitation pursuant to that certain adversary proceeding for a declaratory judgment styled *Johnson v. EOT Advisors, LLC*, A.P. No. 16-2099), and subject to the priority of any competing Allowed Secured Claim, EOT will receive its Collateral, if any, including any Non-Exempt Assets in which EOT has an Allowed Secured Claim, or the net proceeds thereof, without prejudice to any Deficiency Claim of EOT.
Class 3 – RFF Secured Claim	Impaired	To the extent that the RFF Secured Claim is Allowed as a Secured Claim (including without limitation pursuant to that certain adversary proceeding for a declaratory judgment styled *Johnson v. RFF Family Partnership, LP*, A.P. No. 16-2088 and any related appeal therefrom),[3] and subject to the priority of any competing Allowed Secured Claim, RFF will receive (a) its interest, if any, in its Collateral, if any, including any Non-Exempt Assets in which RFF has an Allowed Secured Claim, or the net proceeds thereof; (b) its interest, if any, in the Player Contract, including any proceeds thereof or thereunder; and (c) the Ferrari, without prejudice to any Deficiency Claim of RFF.

[3] On August 16, 2016, the Court entered its Opinion and Order on Plaintiff's Motion for Summary Judgment (the "Opinion") [Docket No. 10] and a Judgment Entry [Docket No. 11] (the "Judgment Entry") in this adversary proceeding, which Judgment Entry states, in pertinent part:

> For the reasons stated in the Opinion, the Court holds that:
>
> 1. Under California law, RFF does not have a valid assignment of, or security interest in, the Player Contract or the Debtor's earnings under the Player Contract;
>
> 2. The Postpetition Salary Payments constitute property acquired by the Debtor's bankruptcy estate after the Petition Date, and § 552(a) of the Bankruptcy Code therefore terminated any prepetition interest RFF otherwise would have had in the Postpetition Salary Payments; and
>
> 3. The Postpetition Salary Payments are not proceeds of any of RFF's collateral, and § 552(b)(1) therefore does not apply.

RFF has filed an appeal from the Opinion and the related Judgment Entry.

Class 4 – TCF Secured Claim	Impaired	The TCF Secured Claim shall be Allowed as a Secured Claim, and subject to the priority of any competing Secured Claim, to the extent not already received by TCF as of the Effective Date, TCF shall receive the Ann Arbor Real Property in full and final satisfaction of the TCF Secured Claim and any Deficiency Claim.
Class 5A – Settling Lender Claims	Impaired	To the extent that a Lender accepts treatment under this Class 5A by filing a ballot accepting the Plan as a Class 5A Settling Lender by the deadline therefor and by filing a Notice of Plan Support no later than 14 days prior to the Confirmation Hearing, such holder shall have an Allowed Claim solely for voting on, confirmation of and distributions under the Plan (and for no other purposes) in the amount of its filed proof of claim pursuant to the settlement with the Debtor under Bankruptcy Rule 9019 as set forth in Section 6.06 of this Plan, and shall receive an amount equal to his, her or its Class 5A Share from the Class 5A Escrow as provided herein. A summary of anticipated cash distributions to the Class 5A Escrow is set forth in **Exhibit I** to this Disclosure Statement.
Class 5B – Non-settling Lender Claims	Impaired	To the extent that a Non-settling Lender Claim is Allowed, the holder of such Allowed Non-settling Lender Claim shall receive an amount equal to his, her or its pro rata share of Creditor Trust Assets, except for any Non-Exempt Asset that is determined to be Collateral for an Allowed Secured Claim. A summary of anticipated cash distributions to the Creditor Trust is set forth in **Exhibit I** to this Disclosure Statement.
Class 6 – Convenience Claims	Impaired	All Convenience Claims shall be deemed Allowed as of the Effective Date and each will receive a cash distribution in the amount of the lesser of (a) the greater of his, her or its (i) Scheduled Claim Amount or (ii) Proof of Claim Amount, or (b) $500, in full and final satisfaction of such Convenience Claims. Distributions shall be made from the Administrative Holdback as soon as reasonably practicable after the Effective Date but, in any event, no more than ten (10) business days after the Effective Date. No further distributions of any kind shall be made on account of Convenience Claims

Class 7 – General Unsecured Claims	Impaired	To the extent that General Unsecured Claims are Allowed, on the later of (i) fifteen (15) days after the Effective Date or (ii) fifteen (15) days after the entry of a Final Order pursuant to which such Claim becomes an Allowed Claim, each holder of a General Unsecured Claim will receive a cash distribution equal to 35% of the amount of his, her or its Allowed Claim from the Administrative Holdback.

ARTICLE III.
OVERVIEW OF CHAPTER 11

Chapter 11 is the principal business reorganization chapter of the Bankruptcy Code. Under chapter 11, a person or entity to which the particular bankruptcy case relates, called the "debtor," is authorized to reorganize his, her or its assets and liabilities for his own benefit, as well as the benefit of his, her or its estate, creditors and other parties in interest. In addition to permitting rehabilitation of a debtor, chapter 11 is intended to promote equality of treatment for similarly situated creditors, including with respect to the distribution of a debtor's assets.

A debtor commences a Chapter 11 case by filing a voluntary bankruptcy petition with an appropriate United States Bankruptcy Court. The commencement of that case immediately creates an "estate" that is comprised of all of the legal and equitable interests of the debtor, including interests in its assets, as of the date of filing of its bankruptcy petition. In addition, in the case of a bankruptcy petition filed under chapter 11, the Bankruptcy Code generally provides that a debtor may continue to remain in possession of its property and manage his, her or its financial affairs as a so-called "debtor in possession," rather than have control and possession of such property instead transferred to an independent bankruptcy trustee.

The principal objective of a chapter 11 reorganization case is to confirm and then consummate a plan of reorganization. A plan of reorganization sets forth the means for satisfying claims against a debtor. Confirmation of a plan of reorganization by the Bankruptcy Court makes the plan binding upon the debtor, as well as upon various other interested constituencies, including any person acquiring property under the plan, and any creditor of such debtor. Subject to certain limited exceptions, if the Bankruptcy Court confirms a plan of reorganization for an individual under chapter 11, when the individual completes all payment obligations under such confirmed plan he or she is discharged from any debts that arose prior to the filing of debtor's original bankruptcy petition, which debts are replaced by the obligations specified under the confirmed plan.

Once a plan of reorganization meeting the requirements of the Bankruptcy Code has been filed with the Bankruptcy Court, then, with certain exceptions, the holders of claims against

debtor generally are entitled to vote whether to accept or reject that plan. Before a debtor may solicit acceptances of the proposed plan, however, section 1125 of the Bankruptcy Code requires such debtor to prepare a disclosure statement containing adequate information of a kind, and in sufficient detail, to enable a hypothetical reasonable investor to make an informed judgment about whether to accept or reject the plan.

In connection with this Chapter 11 case, and to satisfy the requirements of section 1125 of the Bankruptcy Code, Debtor has prepared this Disclosure Statement and is submitting it to holders of Allowed Claims against Debtor who, under the Plan, are entitled to vote on whether to accept or reject the Plan.

ARTICLE IV.
PREPETITION EVENTS

A. General Background

Debtor began playing hockey at the age of five. As Debtor's skills developed, he and his parents, John Joseph Louis Johnson, II, and Kristina A. Johnson, sometimes a/k/a Tina Johnson (together, the "Johnsons"), focused on supporting Debtor in his goal to earn a scholarship to college. Debtor achieved this goal and attended the University of Michigan for two years.

In 2007, while still a collegiate player, Johnson was drafted by the Los Angeles Kings of the NHL. Johnson played hockey under two different journeyman contracts with the Los Angeles Kings. On January 8, 2011, Johnson and the Los Angeles Kings agreed to a new, seven (7) year, $30.5 million NHL Player Contract. On February 23, 2012, Debtor was traded to the Columbus Blue Jackets, as assignee of the Player Contract.

Assuming Debtor continues to play and there is no injury or other reductions (*e.g.*, fines), the NHL Player Contract stipulates he will earn a gross annual amount of $5 million per year through the end of the 2017-18 NHL regular season, before taxes, escrow and withholdings. Under the terms of the Player Contract, only two-thirds of Debtor's earnings are guaranteed if Debtor is injured on the ice.

B. Management of Debtor's Financial Affairs

Although neither of the Johnsons had formal experience or education in financial management, from the time Debtor was in high school, through approximately June 2014, the Johnsons managed his financial and business affairs. The Johnsons were tasked, among other things, with paying bills and overseeing all of Debtor's finances. This arrangement allowed Debtor to focus all of his efforts on playing hockey. To his demise, Debtor, maintains he reasonably relied upon, and trusted, his parents.

As Debtor became more successful, the Johnsons presented him with, and requested he execute, a power of attorney. Nobody explained to Debtor the powers granted under the power

of attorney, nor did Debtor see the document in its entirety. As the average life span of a NHL hockey player is about five-and-a-half years, Debtor understood that he delivered the power of attorney in order to enable the Johnsons to help him save money, invest, make a profit, and grow his wealth because Debtor did not know how long he would be able to earn a living in the NHL. Debtor did not intend to give the Johnsons authority to just do absolutely whatever they wanted, but rather simple things in Debtor's best interest. With the average duration of an NHL career being so brief, Debtor did not expect, and it was never explained to him, that the Johnsons would invest in high-risk ventures. Among other things, Debtor was never agreeable to the Johnsons signing his name on documents about which he was unaware. Although there are various documents that purport to have a signature that is his, he was never presented with and never signed many of these documents.

In connection with their management of Debtor's business and financial affairs, the Johnsons undertook to establish, manage, and maintain bank accounts. Most of the accounts were created and set up by the Johnsons and held jointly in the Johnsons' and Debtor's name, although at least one account, with TCF National Bank, was only in the Johnsons' name. Debtor's mother, K. Johnson, handled most of Debtor's banking activity online and was the only person who created the passwords to access the online bank records. Because Debtor did not personally receive bank statements, the only manner in which Debtor learned information about the bank accounts was through the Johnsons; Debtor maintains that the Johnsons did not share or provide such information to Debtor. In fact, until filing for bankruptcy and utilizing the subpoena power of the Bankruptcy Court to obtain bank records, Debtor was aware of only two of the 16 or more bank accounts created by the Johnsons.

C. Advisors Steer Debtor Toward Monetizing His NHL Player Contract

In early 2011, after Debtor signed his current NHL Player Contract, the Johnsons were approached by lenders and loan brokers seeking to "monetize" the Player Contract. The Johnsons discussed with Debtor the goal of making investments, but Debtor maintains they did not keep Debtor apprised of what they were doing—in particular, they admittedly did not discuss the "monetization" concept.

The Johnsons understood "monetization" to mean borrowing against Debtor's future earnings under the Player Contract, in order to invest the proceeds and generate returns. The Johnsons trusted the loan brokers. Nevertheless, nobody explained the inherent risk of "monetizing" the Player Contract to the Johnsons. Instead, loan brokers presented "monetization" as a surefire method to make money. These same loan brokers were responsible for bringing lenders to the Johnsons and negotiating the terms of the loans. In return, they would receive a substantial fee, payable out of the loan proceeds along with loan origination fees and other fees being paid to the lender.

D. Financial Distress Increases

Beginning as early as mid-2011 and continuing through 2014, Debtor's financial condition grew increasingly worse over time, leading to personal threats by or on behalf of several creditors, and a variety of collection efforts. Debtor maintains that the Johnsons did not inform Debtor of financial stress until it was well into 2014. They were embarrassed and hurt by the situation in which they placed Debtor. The Johnsons have admitted they withheld financial information from Debtor.

In May 2014, after becoming engaged to be married, Debtor determined to break off financially from the Johnsons and start his own life. Debtor, therefore, interviewed and hired a business manager in June 2014, who performed diligence on Debtor's financial affairs. Debtor maintains that as a result of that diligence, Debtor learned of the dire financial circumstances created by the Johnsons.

ARTICLE V.
EVENTS LEADING UP TO THE COMMENCEMENT OF THE CHAPTER 11 CASE

By the 2014 NHL off-season, collection efforts were being pursued by National Mortgage Resources, Inc. (a non-judicial foreclosure sale in Los Angeles County, California); Blum (obtaining a judgment by confession in a lawsuit in Dubuque, Iowa, followed by garnishments in Columbus, Ohio); Pro Player (obtaining a judgment by confession in New York, New York, followed direct collections in Columbus, Ohio); EOT (a lawsuit in Fort Worth, Texas); RFF (an arbitration in Los Angeles, California); CapStar (a lawsuit in Nashville, Tennessee); Capital Holdings (a lawsuit in Las Vegas, Nevada); and Capital Financial (a lawsuit in Palm Beach County, Florida).

By the summer of 2014, Debtor assembled a new management and legal team. Debtor and his team faced a significant challenge. As it was the off-season, Debtor had no regular income. Debtor tasked his professionals with unearthing what happened. This proved arduous, time consuming and complex, because Debtor, whose affairs were previously managed by the Johnsons, had very few, if any, financial records or documents in his possession, custody or control. In an attempt to resolve his alleged obligations outside of bankruptcy, Debtor began to seek a meeting with all of the major creditors in an effort to work together to find a resolution. While some indicated a willingness to meet, others did not and a consensus approach appeared impossible. With Blum and Pro Player poised to seize virtually all of Debtor's wages when the 2014-15 season commenced, and the array of litigation pressing forward, bankruptcy was the only option. On October 7, 2014, after attempting to initiate an out-of-court workout, Debtor filed for Chapter 11 protection.

ARTICLE VI.
THE CHAPTER 11 CASE

Generally

In the Chapter 11 case, Debtor has remained in possession of his properties and assets and operates and manages his business affairs as debtor-in-possession, pursuant to Sections 1107 and 1108. No committee, trustee or examiner has been appointed in Debtor's bankruptcy case. Debtor continues his employment as a professional hockey player with the Club. He has not sought to reject the NHL Player Contract and has no intention of doing so.

During the Chapter 11 case, Debtor filed all monthly operating reports, paid in full all UST fees and appeared at all hearings and meetings requiring the personal appearance of a Chapter 11 debtor and debtor-in-possession.

Asset Preservation, Recovery, and Disposition

During the Chapter 11 case, Debtor disposed of larger assets consisting of two pieces of real property in California, which satisfied over $1,000,000 in debt. He has not driven, and pursuant to an Agreed Order entered on June 1, 2016 [Dkt. No. 581] obtained Bankruptcy Court authority to sell, a Ferrari automobile. This transaction has not closed as of the date of this Disclosure Statement.

Anticipating a modest equity in the Ann Arbor Property, Debtor maintained and prepared to sell it. Recently, Debtor learned that a burst water pipe resulting from a furnace malfunction at the Ann Arbor Property caused significant damage to three levels of the home. Debtor's counsel promptly informed TCF National Bank (the lienholder on the property) about the incident, undertook remediation efforts, and submitted an insurance claim. On March 28, 2016, Debtor's counsel extended an offer to TCF National Bank's counsel to amend an agreement between the parties reached at a January 20, 2016, hearing before the Bankruptcy Court, in order to provide that the Ann Arbor Property will be abandoned to TCF National Bank in satisfaction of its alleged Claim. This agreement, approved by the Bankruptcy Court pursuant to an *Agreed Order* entered on June 10, 2016 [Dkt. No. 586] (the "Ann Arbor Abandonment Order"), has the further benefit of discontinuing carrying costs associated with the Ann Arbor Property, particularly because there is no longer any estate property located at the Ann Arbor Property. The Johnsons subsequently objected to the relief set forth in the Ann Arbor Abandonment Order, alleging that they maintained a right to occupy the Ann Arbor Property pursuant to the Ann Arbor Real Property Alleged Lease. This objection was subsequently resolved by way of further agreement among TCF National Bank, the Johnsons, and the Debtor, providing, among other things, that Debtor's abandonment of the Ann Arbor Real Property did not affect the Johnsons' rights, if any, under the Ann Arbor Real Property Alleged Lease, which rights shall be adjudicated in a court of competent jurisdiction, other than the Bankruptcy Court. The treatment of the Ann Arbor Property and the TCF National Bank alleged Claim is incorporated into the Plan.

K. Johnson remains in possession of a 2007 BMW X-5, and is listed with Debtor on the certificate of title for this vehicle and another 2007 BMW X-5. K. Johnson has no equitable interest in either vehicle. Despite Debtor's demands for K. Johnson to surrender the vehicle in her possession and otherwise cooperate with removing her name from the certificates of title, K. Johnson refused to cooperate. Accordingly, Debtor commenced an adversary proceeding against K. Johnson, seeking this relief from the Bankruptcy Court.

Financial Matters

Budgeting

Shortly after filing bankruptcy, debtor disclosed a post-petition budget for his monthly expenses, to which no creditors or interested parties objected. Debtor's actual expenses have been significantly more than $100,000 under the budget. In keeping with his budget, Debtor maintains that Debtor also engaged in meaningful financial "belt-tightening" in order to reduce his expenses. For example, Debtor disposed of real estate with high carrying costs affecting the estate. He similarly relocated from a high-rent, downtown penthouse apartment ($4,000/month rent), to a more modest home in the suburbs ($2,700/month rent), even though the apartment, being proximate to the Club's arena, was far more convenient professionally. Among other things, Debtor maintains that Debtor also stopped paying for entertainment for himself and with friends, and ceased regular leisure travel. Debtor maintains that Debtor's financial "belt-tightening" included reducing and, by summer 2015, eliminating his budgeted items for his minor brother's rent, tuition, and other living expenses. Debtor also is providing monthly variance reports to those creditors who requested them, demonstrating his actual-to-budgeted spending.

Investigation of Financial Affairs and Claims by and Against the Estate

Debtor, with the assistance of his professionals, including his counsel and a forensic accountant, investigated his financial history and affairs.[4] Debtor had to start from whole cloth because of the dearth of financial information in within his possession, custody, or control when he filed bankruptcy. He investigated, among other things, where his assets were invested, potential claims and causes of action against third parties including the Johnsons and the Objecting Creditors, and the Johnsons' financial wherewithal.

[4] Any creditor wishing to obtain a copy of the Preliminary Expert Witness Report by Jeffrey J. Mordaunt, CPA, CFF, CLP (the "Forensic Report"), setting forth the investigation of Debtor's known prepetition bank accounts, may do so by contacting Debtor's counsel. The report is not attached to this Disclosure Statement because it is 320 pages in length. Non-settling Lenders, RFF and Cobalt, dispute the sufficiency of the Forensic Report and the investigation performed by Jeffrey J. Mordaunt, CPA, CFF, CLP, and his predecessor J. Michael Nesser, JD, CPA/ABV, CFE.

As a result of his due diligence, Debtor concluded that the estate has potential claims and causes of action against the Johnsons, and detailed the same in Amended Schedules of Assets and Liabilities [Dkt. No. 251], salient excerpts of which are set forth in the Claim Summary attached hereto as **Exhibit H**. Debtor's investigation also confirmed that the Johnsons have limited-to-no assets and are not concealing any assets. Debtor's investigation of the Johnsons continues; he further has requested the input of Objecting Creditors on these investigations, in order to address any areas that they believe should be investigated further.

Debtor also investigated the validity of alleged Claims against the estate and identified potential claims and causes of action of the estate against third-parties, including the Objecting Creditors. Debtor reasonably determined that Objecting Creditors' alleged claims should be disallowed, among other things, on the grounds of fraud, usury, breach of fiduciary duty, excessive payments to loan brokers, and failure to receive loan proceeds. On these grounds, Debtor also concluded that the estate has potential claims and causes of action against the Objecting Creditors, and detailed the same in Amended Schedules of Assets and Liabilities [Dkt. No. 251], salient excerpts of which are set forth in the Claim Summary attached hereto as **Exhibit H**. In order to help eliminate invalid Claims against the estate and generate a recovery on claims of the estate against third-parties, Debtor objected to the allowance of the Claims of the Objecting Claimants and commenced litigation against certain of them seeking (in the form of complaints, counterclaims, and third-party complaints) an affirmative recovery.[5] Debtor also commenced litigation against National Mortgage Resources, Inc. seeking an affirmative recovery based on the conduct of this entity (and others) with respect to certain real property owned by Debtor before the Petition Date. Debtor further commenced adversary proceedings against Objecting Creditors, RFF Family Partnership, LP and EOT Advisors, LLC, seeking to set aside their alleged security interest in certain of Debtor's assets. A summary of all pending adversary proceedings is attached hereto as **Exhibit C**. The claim objections can be found at Docket Nos. 539 and 542.

Although the estate has claims and causes of action against the Johnsons, except with respect to the action involving one of the two 2007 BMW X-5s (discussed above), Debtor reasonably determined not to proceed with wide-ranging litigation against the Johnsons given their limited financial wherewithal and to avoid consuming estate assets pursuing an unlikely and speculative recovery. No creditor has requested Debtor to commence such litigation, nor has any creditor sought derivative standing to do so on behalf of the estate.

Settlement Negotiations and Case Conversion

Debtor maintains that, in March 2015, after it appeared that Debtor's negotiations with his largest creditors was not going to result in a consensual plan of reorganization, Debtor sought authority to convert this case to one under Chapter 7 of the Bankruptcy Code. This decision was

[5] Although certain Objecting Claimants are not the subject of litigation seeking an affirmative recovery at this time, such should not be construed as an indication that such litigation is not proper or shall not be commenced in due course.

not undertaken lightly. Conversion ultimately was opposed by almost all of the Objecting Creditors. Following a June 2015 mediation, which was unsuccessful, the Bankruptcy Court conducted a hearing on conversion on September 2-3, 2015. On February 26, 2016, the Bankruptcy Court denied conversion pursuant to an extensive *Opinion and Order* [Dkt. No. 495]. Since the entry of that *Opinion and Order*, Debtor has diligently addressed the concerns outlined by the Court and, most significantly, beginning in early March 2016 engaged in a new round of plan negotiations with the Objecting Creditors. Although, as of the time of this filing, those negotiations have not led to a fully consensual plan, Debtor has obtained the support of the Plan by certain Objecting Creditors whose claims as filed total over 55% of the Objecting Creditors' claims. The Objecting Creditors with which Debtor has reached a settlement at this time are referred to collectively as the "Settling Lenders" in the Plan. Debtor remains optimistic that this Plan will gain the support of more than half in number and two-thirds in amount of the Objecting Creditors.

Rationale for Settling with Settling Lenders

After investigating all of the alleged Claims of the Settling Lenders, Debtor concluded that each of the Claims suffered from various deficiencies that could prevent them from becoming Allowed Claims in this bankruptcy case. Without regard to any particular Settling Lender, the deficiencies included, without limitation, insufficient or incorrect documentation, usurious interest rates, bad faith, and potential setoff rights created by Debtor's claims against the Settling Lenders, which claims are summarized in **Exhibit H** to this Disclosure Statement.

Debtor ultimately objected to allowance of the alleged Claims of the Settling Lenders (as well as the alleged Claims of the remaining Objecting Creditors), following which Debtor and the Settling Lenders engaged in extensive negotiations. Entering into the negotiations, Debtor maintained that such claims would not be Allowed in any amount, while the Settling Lenders maintained that such claims would be Allowed in the full proof of claim amounts. Debtor maintained that even assigning no value to any other claim or defense, the net balance (*i.e.*, dollars advanced less dollars repaid) in the aggregate was less than 40%. During these negotiations, Debtor weighed several factors including, without limitation, the amounts demanded by Settling Lenders, the cost and expense of litigating all of the alleged Claims of the Settling Lenders, the likelihood of success of such litigation, and the feasibility of performing under any settlement reached with the Settling Lenders. After weighing all of these factors, Debtor determined that it was in the best interest of the estate and all creditors to reach a settlement with the Settling Lenders. This settlement is reflected in the Settling Lenders' treatment under the Plan (Class 5A) and, in very large part, formed the very basis of the Plan itself. Debtor is hopeful that he can reach settlements with the remaining Objecting Creditors. If the Plan is not confirmed, however, the settlement with the Settling Lenders will not be consummated as contemplated.

ARTICLE VII.
SUMMARY OF THE PLAN

A. Introduction

Debtor has proposed the Plan, consistent with the requirements described in Subsection B below. Debtor believes, and at the Confirmation Hearing will demonstrate to the Bankruptcy Court, that Debtor's creditors will receive at least as much, and likely considerably more, in value under the Plan than they would receive were there instead to be a liquidation of Debtor's assets under Chapter 7 of the Bankruptcy Code.

THE FOLLOWING IS A SUMMARY OF SOME OF THE SIGNIFICANT ELEMENTS OF THE PLAN. THIS DISCLOSURE STATEMENT IS QUALIFIED IN ITS ENTIRETY BY REFERENCE TO THE MORE DETAILED INFORMATION SET FORTH IN THE PLAN ITSELF. CREDITORS ARE URGED TO READ THE PLAN IN ITS ENTIRETY, PARTICULARLY BECAUSE THE PLAN CONTAINS CLAIM RELEASES, WAIVERS, AND INJUNCTIONS THAT MAY IMPACT YOU OR YOUR RIGHTS.

B. Classification and Treatment of Claims and Interests, Generally

In general, the Bankruptcy Code only permits distribution to be made, under a debtor's chapter 11 reorganization plan, on account of "allowed expenses relating to the administration of the debtor's bankruptcy estate", as well as "allowed" prepetition Claims against a debtor. "Allowance" simply means that debtor has agreed (or, in the event of a dispute, that the Bankruptcy Court has determined) the particular administrative expense or Claim, including the amount thereof, in fact is a valid obligation of that debtor. Bankruptcy Code section 502(a) provides that a timely filed Claim is "allowed" automatically unless Debtor (or another party in interest) objects to its allowance. Bankruptcy Code section 502(b), however, specifies certain types of Claims (including, among other things, Claims for unmatured interest on unsecured or undersecured obligations and nonresidential real property lease and employment contract rejection damage claims above specified thresholds) that cannot be "allowed" in the bankruptcy case even where a valid proof of Claim has been timely filed in the debtor's bankruptcy case.

The Bankruptcy Code requires that, for purposes of treatment and voting, and subject to certain exceptions, a Chapter 11 reorganization plan must divide the different "allowed" Claims against a debtor into separate "classes" based upon the nature of such Claims. Generally, Claims of a substantially similar legal nature would be classified together. This classification process focuses on the legal nature of the particular Claims, rather than on the holders of those Claims, making it common for holders of multiple Claims to find themselves as members of multiple classes for purposes of treatment and voting under a debtor's chapter 11 reorganization plan. In Debtor's case, those classes and their treatment are described in Article II above.

During the Chapter 11 case, the Objecting Creditors asserted claims totaling in excess of $14 million, as follows:

Proof of Claim No.	**Claimant**	**Proof of Claim Amount ($ U.S.D.)**
17	Blum, Rodney L.	1,171,941.60
21	Capital Financial Holdings, LLC	3,429,750.00
15	Capital Holdings Enterprises, LLC	3,075,830.10
14	CapStar Bank	295,574.02
12	Cobalt Sports Capital, LLC	1,299,627.00
22	EOT Advisors, LLC	632,672.30
24	Pro Player Funding LLC	2,840,450.01
5	RFF Family Partnership, LP	1,700,402.19

Debtor believes that the Claims asserted by the Objecting Creditors, if litigated, would be disallowed in whole or in part. Debtor does not expect that the Objecting Creditors will obtain any Allowed Secured Claims. To the extent any do obtain an Allowed Secured Claim, the collateral they may have will be distributed in accordance with the respective nature, extent, scope and priority of their respective security interests until their Allowed Secured Claim is paid in full, or the collateral is exhausted resulting in a Deficiency Claim. Debtor believes that in claims estimation proceedings, the Claims of the Objecting Creditors will most likely be estimated to be comprised primarily, if not exclusively, of general unsecured Claims in an aggregate amount ranging from approximately $3,200,000 to approximately $4,700,000. Each Objecting Creditor has been provided the basis for Debtor's conclusions as to such Claims.

The Plan entails the creation of a Creditor Trust. The Objecting Creditors may designate the Trustee for this Creditor Trust, in accordance with the Bankruptcy Code requirements and subject to Bankruptcy Court approval. The Creditor Trust shall only have the right to receive sums for Class 5B Lenders; remit Class 5B distributions; prosecute, settle or otherwise liquidate the Litigation Claims; and distribute the Litigation Claim Proceeds; and the Creditor Trust Agreement shall so provide. The Creditor Trust is granted only these specific rights and does not otherwise succeed to any rights of the Debtor, the Debtor in Possession, the UST, the estate or any rights derivative of the UST, the Debtor or the estate. Importantly, in order to maintain parity between Class 5A claimants (Settling Lenders), whose Allowed Claims are payable from the Class 5A Escrow, and Class 5B (Non-settling Lenders), whose Allowed Claims, if any, will be payable from the Creditor Trust, all cash distributed by the Debtor into the Class 5A Escrow and the Creditor Trust shall be allocated on a *pro rata* basis pursuant to the formula set forth in Section 8.03 of the Plan. This funding mechanism does not, however, guaranty an equal distribution to the holders of Allowed Claims in each of these classes. For example, any fees and

expenses incurred by the Creditor Trustee (*e.g.*, in pursuing Litigation Claims) are payable from Creditor Trust, thereby potentially reducing the amounts therein available for distribution to the holders of Allowed Class 5B Claims. Conversely, and also for example, because Litigation Claims are being contributed to the Creditor Trust and not to the Class 5A Escrow, any net proceeds recovered from Litigation Claims will inure to the benefit of the holders of Allowed Class 5B Claims and not the holders of Allowed Class 5A Claims.

Debtor may prepay without penalty any or all amounts due under the Plan. Once all Claims to be paid out of the Creditor Trust have been paid in full, any surplus shall be returned to Debtor and Debtor shall have no further obligation to make any payments to or for the benefit of the Creditor Trust.

Under the Plan, Debtor will contribute up to $5,200,000 to the resolution of claims over the period from the Effective Date through April 2018. Payment of Class 5A Escrow Amounts, as well as Allowed Class 6 Claims (Convenience Claims) and Allowed Class 7 Claims (General Unsecured Claims) (the amount of the Allowed Class 6 and Allowed Class 7 Claims in the aggregate are not expected to exceed $400,000), will be made by Debtor outside of the Creditor Trust. The Creditor Trust will retain, subject to the Disputed Secured Claim Reserve and including any Class 5A Escrow Amounts distributed outside of the Creditor Trust, at least $4,200,000 and up to $5,200,000, for the benefit of the Objecting Creditors.

Under the Plan, the Creditor Trust also will receive the estate's Litigation Claims, which exclude the Retained Litigation Claims (claims related to the Objecting Creditors, which Debtor retains under the Plan). Debtor will cooperate with the Creditor Trustee in the Creditor Trustee's evaluation and prosecution of the Litigation Claims including, without limitation, with respect to Litigation Claims against the Johnsons.

The Administrative Holdback ($1,600,000) will be used to pay Allowed Administrative Claims, Allowed Priority Claims, UST Fees, Allowed Class 6 Claims and Allowed Class 7 Claims. Conditioned upon the timely confirmation of this Plan and it becoming effective in a timely manner, Debtor's counsel, Hahn Loeser, has agreed with Debtor to adjust the payment of the amount of its fees and expenses determined to be Allowed Administrative Claims such that the Administrative Holdback will be adequate to pay in accordance with the Plan (a) Allowed Administrative Claims, (b) Allowed Priority Tax Claims, and (c) UST Fees accrued as of the Effective Date, (d) Allowed Class 6 Claims, and (e) Allowed Class 7 Claims. In the event that the Bankruptcy Court confirms the Plan, thereby approving the Administrative Holdback, such approval of the Administrative Holdback does not constitute approval of any Administrative Claims or other Claims that would be payable therefrom that would otherwise require Bankruptcy Court approval, including, without limitation, any professional fees.

Although the Plan provides for an estimated 35% distribution to the holders of Allowed Class 7 Claims, the Plan only provides for a 6% reserve in respect of these alleged Claims, all of which are disputed by Debtor. After reviewing the alleged Class 7 Claims and engaging in discussions with the holders thereof, Debtor does not believe that any of the Class 7 Claims will

be Allowed and, in at least one instance, the holder of a Class 7 Claim already voluntarily withdrew with prejudice the underlying state law claim giving rise to its alleged Class 7 Claim. Accordingly, Debtor believes the 6% reserve in respect of the alleged Class 7 Claims is sufficient.

The Effective Date Holdback ($1,000,000) will be used to fund post-Effective Date matters, including ongoing UST Fees, professional fees and expenses incurred in implementing the Plan, and funding any Disputed Secured Claim Reserve. All fees and expenses of Debtor's professionals incurred after the Effective Date shall remain subject to allowance by the Bankruptcy Court (upon proper application and notice to creditors and other interested parties) before the same may be paid from the Effective Date Holdback.

C. Executory Contracts and Unexpired Leases

The Plan provides for the assumption and rejection of certain executory contracts and unexpired leases pursuant to section 365 of the Bankruptcy Code. (Plan, Article VII.) Any executory contracts or unexpired lease not expressly assumed under the Plan is automatically deemed rejected pursuant to the Plan.

Among other things, the Plan provides for the rejection of the Ann Arbor Real Property Alleged Lease with the Johnsons.[6] Pursuant to Section 365(h)(1)(A), if the Ann Arbor Real Property Alleged Lease is valid and enforceable, then (a) if the rejection amounts to a breach entitling the Johnsons to termination, then the Johnsons may treat the Ann Arbor Real Property Alleged Lease as terminated or, (b) the Johnsons may retain their rights under the Ann Arbor Real Property Alleged Lease to the extent such rights are enforceable under applicable nonbankruptcy law. Nothing contained in this Disclosure Statement or the Plan constitutes a finding or conclusion as to the nature, extent, validity, or priority of the Ann Arbor Real Property Alleged Lease or of any claim, including without limitation a rejection damages claim, if any, as may be asserted with respect to the Ann Arbor Real Property Alleged Lease. Debtor, on behalf of himself and his estate, reserves all of his rights with respect to such matters.

ARTICLE VIII.
PROJECTIONS AND LIQUIDATION

With the assistance of Debtor's business manager, Tri-Star Sports & Entertainment Group, Debtor developed a set of financial projections for the 2016-17 NHL season (the "Financial Projections", a copy of which is attached hereto as **Exhibit D**) to assess, in general terms, the value of the cash and other resources available to Debtor and, specifically, to determine: (x) the amount of cash that would be available to make distributions under the Plan on the Effective Date and (y) the Debtor's ability to satisfy post-Effective Date obligations. The below summary is qualified in its entirety by reference to the Financial Projections.

[6] Debtor disputes the validity and enforceability of the Ann Arbor Real Property Alleged Lease.

Debtor receives compensation pursuant to his Player Contract during the NHL regular season (generally from mid-October through and including early April) and not at any other times. Debtor projects that his compensation during the 2017-18 season will be substantially similar to that for the upcoming 2016-17 season. Debtor has no contract for any season beyond the 2017-18 season, and has no means of assuring that he can obtain a contract to play in the NHL. Debtor's chronological age and his number of years of service already exceed the average retirement age and average tenure in the NHL.

THE FINANCIAL PROJECTIONS, AND LIQUIDATION ANALYSIS, ARE BASED UPON A NUMBER OF SIGNIFICANT ASSUMPTIONS, INCLUDING (AMONG OTHER THINGS) THE SUCCESSFUL REORGANIZATION OF DEBTOR IN CHAPTER 11.

A. Financial Projections.

1. Overview.

As a condition to confirmation of a reorganization plan, the Bankruptcy Code requires, among other things, that a bankruptcy court determine that confirmation is not likely to be followed by the liquidation of the debtor or the need for further financial reorganization of the debtor. This requirement is referred to as a "feasibility requirement." In connection with the development of the Plan, and for purposes of determining whether the Plan satisfies this feasibility requirement, Debtor, through the development of the Financial Projections, has analyzed Debtor's ability to meet his obligations under the Plan and to maintain sufficient liquidity and capital resources to maintain a stable household and his career as a professional athlete subsequent to his emergence from Chapter 11. The Financial Projections also have been prepared to assist holders of Allowed Claims entitled to vote on the Plan in determining whether to accept or reject the Plan.

The Financial Projections should be read in conjunction with the assumptions and qualifications set forth in this Disclosure Statement and in the Financial Projections attached as **Exhibit D**. The Financial Projections were prepared in good faith based upon assumptions believed to be reasonable at the time of such preparation. The Financial Projections have been based, in part, on economic, competitive, and general business conditions prevailing at the time of preparation. Any changes in these conditions since that time, or in the future, may materially impact Debtor's ability to achieve the Financial Projections.

THE FINANCIAL PROJECTIONS WERE NOT PREPARED WITH A VIEW TOWARDS COMPLYING WITH THE GUIDELINES FOR PROSPECTIVE FINANCIAL STATEMENTS PUBLISHED BY THE AMERICAN INSTITUTE OF CERTIFIED PUBLIC ACCOUNTANTS. NO INDEPENDENT ACCOUNTANT HAS PARTICIPATED IN THE PREPARATION OF THE FINANCIAL PROJECTIONS OR EXPRESSED AN OPINION OR ANY OTHER FORM OF ASSURANCE WITH RESPECT THERETO.

Unless the Bankruptcy Court otherwise requires, Debtor does not intend to, and disclaims any obligation to, furnish updated projections to holders of any Claims.

The Financial Projections necessarily have been based on certain estimates and assumptions that were considered reasonable by Debtor during the preparation of those projections. Even so, the Financial Projections, like all financial projections, inherently are subject to a variety of uncertainties and contingencies, many of which are beyond the Debtor's control. Consequently, no assurance can be given that the results indicated in the Financial Projections ultimately will be realized, and the discrepancy between projected results and actual results may be adverse and material.

Furthermore, the Financial Projections, and related Liquidation Analysis, include assumptions as to the estimated fair value of estate assets and actual liabilities as of the Effective Date. That determination was made using data reasonably current at the time the Financial Projections and Liquidation Analysis were prepared. In the event that Debtor needs to demonstrate any such valuation in connection with the Confirmation Hearing, Debtor reserves the right to utilize more recent information in connection with that demonstration.

B. Liquidation of Debtor's Assets.

THE VALUE OF ASSETS ARE SUBJECT TO NUMEROUS UNCERTAINTIES AND CONTINGENCIES WHICH ARE DIFFICULT TO PREDICT AND WILL FLUCTUATE WITH CHANGES IN FACTORS AFFECTING VALUES. IT ASSUMES THAT, AFTER THE EFFECTIVE DATE, DEBTOR WILL CONTINUE AS THE OWNER OF SUCH ASSETS. THE ESTIMATED VALUATIONS, INCLUDING ASSOCIATED METHODOLOGY, HAVE BEEN DEVELOPED SOLELY FOR PURPOSES OF THE FORMULATION AND NEGOTIATION OF THE PLAN AND THE ANALYSIS OF IMPLIED RELATIVE RECOVERIES TO CREDITORS THEREUNDER. SUCH ESTIMATE REFLECTS COMPUTATIONS MADE THROUGH THE APPLICATION OF VARIOUS VALUATION TECHNIQUES. IT DOES NOT PURPORT TO REFLECT OR CONSTITUTE AN APPRAISAL.

If the Plan is not confirmed and consummated, there can be no assurance that the Chapter 11 case will continue, rather than be converted into a liquidation under Chapter 7 of the Bankruptcy Code, or that any alternative plan of reorganization would be on terms at least as favorable to the holders of the impaired Claims as the terms contained in the Plan. If liquidation occurred, there is a risk that the value of Debtor's assets could decline. Information regarding the estimated valuation of Debtor's assets in a liquidation scenario is set forth in the Liquidation Analysis attached as **Exhibit E** to this Disclosure Statement.

ARTICLE IX.
CERTAIN RISK FACTORS TO BE CONSIDERED

HOLDERS OF CLAIMS AGAINST DEBTOR THAT ARE ENTITLED TO VOTE ON WHETHER TO ACCEPT OR REJECT THE PLAN SHOULD CONSIDER CAREFULLY THE RISK FACTORS SET FORTH BELOW, ALONG WITH THE OTHER INFORMATION SET FORTH IN THIS DISCLOSURE STATEMENT (AND THE DOCUMENTS DELIVERED TOGETHER HEREWITH AND/OR INCORPORATED HEREIN BY REFERENCE), PRIOR

TO VOTING WHETHER TO ACCEPT OR REJECT THE PLAN. THESE RISK FACTORS ARE NOT NECESSARILY THE ONLY RISKS INVOLVED IN CONNECTION WITH THE PLAN AND ITS IMPLEMENTATION.

A. Financial Information.

The Financial Projections included in this Disclosure Statement are dependent upon the successful and timely implementation of the Plan. For example, the projections set forth herein may be materially impacted by the delay and expense of protracted litigation over Plan confirmation. Those projections also reflect numerous assumptions, including, without limitation, confirmation and consummation of the Plan in accordance with is terms, general business and economic conditions, and other matters. Many or most of those matters are beyond the control of Debtor. In addition, unanticipated events and circumstances occurring subsequent to the preparation of the Financial Projections may affect Debtor's actual financial results. Although Debtor believes that the Financial Projections are reasonably attainable, variations between the actual financial results and those projected may occur and, if they do occur, they may be material and adverse.

B. Risks Related to the NHL's Business and Operations.

1. Marketing and Competition.

Debtor derives his income from the NHL, which operates in an intensely competitive market. Consumers of the NHL's offerings are also consumers of other professional sports and entertainment offerings, and many of the NHL's competitors have greater financial resources. It cannot be certain that the NHL will be able to compete successfully against their competitors in the future or that competition will not have a material adverse effect on the NHL and the earnings of NHL players.

2. Risk of Negative Publicity.

Like other professional sports, the NHL is, from time to time, faced with negative publicity, even when the allegations are false. Adverse publicity may negatively affect Debtor's prospects as a reorganized Debtor earning a living in the NHL, regardless of whether the allegations are valid, and such negative effects may include an impact on his earning potential.

3. Litigation.

As of the Petition Date, Debtor faced two (2) judgments and at least five (5) other lawsuits, arbitrations and other legal proceedings seeking to enforce substantial claims against him. At the time this Disclosure Statement was filed, such litigation remains unresolved and now includes ten (10) pending adversary proceedings. Regardless of whether any claims by or against Reorganized Debtor are valid or whether they are ultimately determined to be liable to Reorganized Debtor, claims may be expensive to defend and may consume considerable time and money.

C. Certain Bankruptcy Law Considerations.

1. Risk of Non-Confirmation of the Plan.

Although Debtor believes that the Plan satisfies all of the requirements necessary for confirmation by the Bankruptcy Court, there can be no assurance that the Bankruptcy Court will reach the same conclusion. Moreover, there can be no assurance that modifications of the Plan will not be required for confirmation, or that any such modifications would not necessitate the re-solicitation of votes to accept the modified Plan.

2. Risk of Non-Occurrence of the Effective Date.

Debtor believes that the Effective Date will occur on or prior to October 31, 2016. However, there can be no assurance as to such timing or that the conditions to the Effective Date, as contained in the Plan, will occur on a timely basis or at all.

ARTICLE X.
CONFIRMATION PROCEDURE

Under the Bankruptcy Code, the following steps must be taken to confirm the Plan:

A. Solicitation of Votes.

In accordance with sections 1126 and 1129 of the Bankruptcy Code, the Claims in Classes 1, 2, 3, 4, 5A, 5B, 6 and 7 of the Plan are Impaired. The Holders of Allowed Claims in all eight (8) classes are entitled to vote to accept or reject the Plan.

As to classes of Claims entitled to vote on the Plan, section 1126(c) of the Bankruptcy Code defines "acceptance" of a reorganization plan by a class of creditors as acceptance by holders of at least two-thirds in dollar amount (commonly referred to as the "aggregate claim amount" requirement) and more than one-half in number (commonly referred to as the "numerosity" requirement) of the Claims of that class that have timely voted to accept or reject a plan.

A vote on acceptance or rejection of a reorganization plan may be disregarded if the bankruptcy court determines, after notice and a hearing, that acceptance or rejection was not solicited or procured in good faith or in accordance with the provisions of the Bankruptcy Code.

B. The Confirmation Hearing.

The Bankruptcy Code requires that a bankruptcy court, after notice, hold a confirmation hearing prior to determining whether to confirm a proposed plan of reorganization. In Debtor's case, the Confirmation Hearing in respect of the Plan has been scheduled for October 5, 2016 at 9:30 a.m., prevailing Eastern Time, before the Honorable John E. Hoffman, Jr. at the United States Bankruptcy Court for the Southern District of Ohio at Columbus, 170 North High Street,

Columbus, Ohio 43215. The Confirmation Hearing may be adjourned from time to time by the Bankruptcy Court without further notice expect for an announcement of the adjourned date made at the Confirmation Hearing. Any objection to confirmation must be made in writing and specify in detail the name and address of the objector, all grounds for such objection, and the amount of the Claim(s) or Interests held by the objector. Any such objection must be filed with the Bankruptcy Court and served so that it is received by the Bankruptcy Court, the Office of the United States Trustee and Debtor's counsel on or before September 28, 2016 at 5:00 o'clock p.m., prevailing Eastern Time. Objections to confirmation of the Plan are governed by Bankruptcy Rule 9014, Local Bankruptcy Rule 3020-1, and orders of the Bankruptcy Court.

C. Confirmation

At the Confirmation Hearing, the Bankruptcy Court will confirm the Plan only if all of the requirements of section 1129 of the Bankruptcy Code are met. Among those requirements are that the Plan is (i) accepted by all impaired classes of Claims (or, if rejected by an impaired class, that the plan "does not discriminate unfairly" and is "fair and equitable" as to such class), (ii) feasible, and (iii) in the "best interest" of creditors and interest holders that are impaired under the Plan.

1. Confirmation Without Acceptance of All Impaired Classes.

Section 1129(b) of the Bankruptcy Code establishes a procedure to obtain the nonconsensual confirmation of a proposed plan. This procedure is known as a "cram down." To obtain nonconsensual confirmation, it must be demonstrated to the bankruptcy court that the proposed plan (x) "does not discriminate unfairly" and (y) is "fair and equitable" with respect to each non-accepting class that is impaired under the proposed plan. Debtor believes that the Plan does not discriminate unfairly and that it is fair and equitable.

(a) No Unfair Discrimination.

This test applies to classes of Claim that are of equal priority and are receiving different treatment under the Plan. The test does not require that the treatment be the same or equivalent, but rather that such treatment be fair. In general, bankruptcy courts consider whether a plan discriminates unfairly in its treatment of classes of claims of equal rank (*e.g.*, classes of the same legal character). Bankruptcy courts will take into account a number of factors in determining whether a plan discriminates unfairly, and, accordingly, a plan could treat two classes of unsecured creditors differently without unfairly discriminating against either class.

(b) Fair and Equitable Test.

This test applies to classes of different priority and status (*e.g.*, secured vs. unsecured Claims) and includes the general requirement that no class of Claims receive more than 100% of the amount of the Allowed Claims in such class. As to the dissenting Class, the test sets different standards depending on the type of Claims in such class:

(a) Secured Creditors. In the case of a class of secured creditors, either: (i) each impaired creditor retains its liens securing its secured claim and receives on account of its secured claim deferred cash payments having a present value equal to the amount of its allowed secured claim; or (ii) each impaired secured creditor realizes the "indubitable equivalent" of its allowed secured claim; or (iii) the property securing the claim is sold free and clear of liens (with such liens instead attaching to the proceeds of the sale and the treatment of such liens on proceeds satisfying clause (i) or (ii) above. The Plan establishes four classes of impaired Secured Claims (Classes 1 – 4).

(b) Unsecured Creditors. In the case of a class of unsecured creditors, either: (i) each impaired unsecured creditor receives or retains under the proposed Plan property of a value equal to the amount of its Allowed Claim; or (ii) the holders of Claims that are junior to the Claims of the particular non-accepting class will not receive any property under the Plan. The Plan establishes four classes of impaired unsecured Claims (Classes 5A, 5B, 6 and 7).

2. Feasibility.

For a reorganized plan to be confirmed, section 1129(a)(11) of the Bankruptcy Code requires that plan confirmation is not likely to be followed by the liquidation of debtor, or by the need for further financial reorganization of such debtor. Based upon the Financial Projections, Debtor believes the Plan satisfies this confirmation requirement. Debtor has analyzed his ability to meet his obligations under the Plan and, based upon the Financial Projections attached as **Exhibit D** to this Disclosure Statement and the assumptions set forth therein, Debtor believes he will be able to make all distributions required by the Plan and also will be able to meet other expenses going forward.

3. Best Interests Test.

For a reorganization plan to be confirmed, section 1129(a)(7) of the Bankruptcy Code requires, in general, with respect to each impaired class of Claims, that each holder of an Allowed Claim either (i) accept the Plan or (ii) receive or retain under the Plan, on account of such Claim, property of a value, as of the Effective Date, that is not less than the value such holder would so receive or retain if Debtor's estate instead was liquidated under Chapter 7 of the Bankruptcy Code.

To determine what each holder of an Allowed Claim would receive if Debtor's estate were to be liquidated under chapter 7, the Bankruptcy Court must determine the dollar amount that would be generated from the liquidation of Debtor's assets in the context of a Chapter 7 liquidation case. The cash amount that would be available for satisfaction of Claims could consist of the proceeds resulting from the disposition of the unencumbered, non-exempt assets of Debtor (if any), plus the unencumbered cash (if any) held by Debtor at the time of the commencement of the liquidation case and litigation recoveries not available under the Plan. That aggregate amount then would be reduced by the amount of the costs and expenses of

liquidation, plus any additional administrative and priority Claims that might result from the conversion and the use of Chapter 7 for the purposes of liquidation.

The costs and expenses of any liquidation under Chapter 7 would include, among other things, the fees payable to a Chapter 7 trustee, as well as the fees and expenses that might be payable to attorneys and other professionals that such a Chapter 7 trustee might engage. In addition, claims would arise by reason of the breach or rejection of obligations incurred and leases and executory contracts assumed or entered into by Debtor during the pendency of the Chapter 11 case. All of these claims, as well as other claims that might arise in a liquidation case or result from the pending Chapter 11 case, including any unpaid expenses incurred by Debtor during this Chapter 11 case (such as compensation for legal and financial advisors and accountants), would need to be paid in full from the liquidation proceeds *before* the balance of those proceeds would be made available to pay prepetition Claims.

Finally, the value of net proceeds from Debtor's unencumbered, non-exempt assets administered in Chapter 7 is then compared to the value of the property offered to such classes of Claims under the Plan, to determine if the Plan is in the best interests of each such impaired class.

Debtor has considered the impact that a Chapter 7 liquidation would have on the ultimate proceeds available for distribution to holders of Claims in this Chapter 11 case, as detailed in the Liquidation Analysis being prepared by Debtor (with the assistance of his financial advisor). A copy of that Liquidation Analysis is attached as **Exhibit E** to this Disclosure Statement. As a result of the Liquidation Analysis, Debtor believes that confirmation of the Plan will provide each holder of an Allowed Claim with a recovery that is not less than such holder would receive were Debtor instead to be liquidated under Chapter 7.

It is important to emphasize that a liquidation analysis, like any other type of financial projection, must be based on a series of estimates and assumptions that, although developed and considered reasonable at the time that analysis is undertaken, are inherently subject to significant economic and competitive uncertainties and contingencies, mostly beyond the control of Debtor. Moreover, liquidation involves a sequence of steps, with each step involving potentially multiple alternate decisions. The sequence of steps, and decision made at each applicable step, as assumed for purposes of the analysis may or may not be the sequence and decisions that ultimately would have been taken and made, or even available, had an actual liquidation been undertaken. For these reasons, there can be no assurance that an aggregate value at least equal to the valuation reflected in the Liquidation Analysis in fact would be achieved in any such actual liquidation.

ARTICLE XI.
ALTERNATIVES TO CONFIRMATION AND CONSUMMATION OF THE PLAN

Debtor would have two principal alternatives if the Plan is not confirmed and consummated. First, Debtor could seek the confirmation and consummation of an alternative

plan of reorganization under Chapter 11 of the Bankruptcy Code. Second, Debtor could seek liquidation under Chapter 7 of the Bankruptcy Code. These two alternatives are discussed below.

A. Alternative Plan of Reorganization Under Chapter 11

If the Plan is not confirmed, Debtor could propose a different plan of reorganization under Chapter 11 of the Bankruptcy Code. Such plan might involve a reorganization, an orderly liquidation of Debtor's assets, a transaction or a combination of such alternatives. As of the date of this Disclosure Statement, the only feasible alternative plan of reorganization that has been developed by Debtor is the chapter 11 plan Debtor filed April 29, 2016 [Dkt. No. 553] (the "April Plan"). Debtor believes that the April Plan is confirmable and feasible, but is less desirable than this Plan because this Plan is supported by creditors holding over 55% of the Objecting Creditor Claims. Moreover, Debtor believes that the Plan, as described in this Disclosure Statement, enables creditors to realize the highest and best value available under the circumstances, and that any liquidation of Debtor's assets, or alternative form of Chapter 11 plan, would result in substantially more delay, risk and uncertainty to Debtor and his creditors.

B. Liquidation Under Chapter 7 or Chapter 11

If no plan of reorganization is confirmed, Debtor's Chapter 11 case may be converted to a case under Chapter 7 of the Bankruptcy Code. In a Chapter 7 case, a trustee would be appointed to liquidate the assets of Debtor's estate. It is impossible to predict precisely how the proceeds of the liquidation, if any, would be distributed to the respective holders of Claims against Debtor.

Debtor believes, however, that in a liquidation under Chapter 7, before creditors would receive any distribution, additional administrative expenses involved in the appointment of a trustee or trustees, and attorneys, accountants and other professionals to assist such trustees, would cause a substantial diminution in the value of the estate. The assets available for distribution to creditors would be reduced by such additional expenses and by Claims, some of which would be entitled to priority, which would arise by reason of the liquidation and from the rejection of leases and other executory contracts.

Debtor's liquidation analysis, being prepared with Debtor's business advisor, is premised upon a hypothetical liquidation in a chapter 7 case and is attached as **Exhibit E** to this Disclosure Statement. As described in Article X above, Debtor believes that liquidation under Chapter 7 is a substantially less attractive alternative to Debtor and his creditors.

C. Appointment of Chapter 11 Trustee

By way of an *Agreed Order* [Dkt. No. 585], unless Debtor confirms a plan of reorganization on or before October 17, 2016, or a later date for cause shown, a chapter 11 trustee will be appointed over Debtor's assets and affairs. The fees and expenses of a chapter 11 trustee, and any professionals retained by such trustee, to the extent Allowed, will be paid from assets of Debtor's estate before allowed claims arising before the Petition Date, including

Allowed Claims that otherwise would be paid in Class 5A, Class 5B, Class 6, and Class 7 of this Plan. Debtor believes the added delay, expense, and uncertainty of a chapter 11 trustee is not in the best interest of creditors, particularly because appointment of a chapter 11 trustee would unwind critical settlements reached with Settling Lenders.

ARTICLE XII.
CERTAIN FEDERAL INCOME TAX CONSEQUENCES OF THE PLAN

Pursuant to 26 U.S.C. § 108(a)(1)(A), "[g]ross income does not include any amount which (but for this subsection) would be includible in gross income by reason of the discharge (in whole or in part) of indebtedness of the taxpayer if—(A) the discharge occurs in a title 11 case[.]" Accordingly, Debtor does not believe that any discharge of his indebtedness in this case or pursuant to the Plan will have any adverse tax consequences for him, his estate or his ability to meet his obligations under the Plan.

Creditors concerned with how the Plan may affect their tax liability should consult with their own accountants, attorneys, and/or advisors. Nothing contained herein or in the Plan is or should be deemed or construed to be tax advice on the part of Debtor or otherwise.

ARTICLE XIII.
CONCLUSION

Debtor believes the Plan is in the best interest of all holders of Allowed Claims against Debtor, and accordingly, urges those who are entitled to vote on whether to accept or reject the Plan to vote to accept the Plan.

Dated: August 29, 2016

Respectfully submitted,

/s/ Marc J. Kessler

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Counsel for Debtor and Debtor-in-Possession

EXHIBIT A

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF OHIO

In re:	:	Chapter 11
JOHN JOSEPH LOUIS JOHNSON, III,	:	Case No. 14-57104
Debtor.	:	Judge John E. Hoffman, Jr.

THIRD AMENDED CHAPTER 11 PLAN OF REORGANIZATION OF JOHN JOSEPH LOUIS JOHNSON, III DATED AS OF AUGUST 29, 2016 [REL. DOCS. 553, 599 & 648]

ARTICLE I
SUMMARY[1]

On October 7, 2014 (the "Petition Date"), debtor and debtor-in-possession John Joseph Louis Johnson, III ("Debtor") commenced this case by filing a voluntary petition for relief under chapter 11 of the Bankruptcy Code. This Third Amended Plan of Reorganization (as amended, supplemented, or otherwise modified, the "Plan") proposes to pay creditors of the Debtor from non-exempt assets existing as of the Effective Date, consisting primarily of cash and proceeds of assets to be sold pursuant to this Plan, and future disposable income.

This Plan provides for the treatment of classes of secured and unsecured claims. Secured creditors holding Allowed Claims shall receive the value of their collateral, in kind or in cash payments. Unsecured creditors holding Allowed Claims will receive cash distributions in a manner consistent with the Bankruptcy Code, unless otherwise agreed by the holders of such Allowed Claims as more fully set forth below. This Plan also provides for (a) the payment of Administrative Claims in full upon allowance thereof pursuant to a Final Order, unless otherwise agreed by the Debtor and the holder of the subject Allowed Administrative Claim; and (b) the payment of Allowed Priority Claims in full on the Effective Date unless otherwise agreed by the Debtor and the holder of the subject Allowed Priority Claim.

All creditors should refer to Articles II through IV of this Plan for information regarding the precise treatment of their Claim(s). Your rights may be affected. You should read these papers carefully and discuss them with your attorney, if you have one. If you do not have an attorney, you may wish to consult one.

[1] All capitalized terms not defined in this Summary are subsequently defined herein.

ARTICLE II
DEFINITIONS AND RULES OF CONSTRUCTION

2.01 Definitions and Rules of Construction. Unless otherwise stated herein, the definitions and rules of construction set forth in sections 101 and 102 of the Bankruptcy Code shall apply when terms defined or construed in the Bankruptcy Code are used in this Plan, and they are supplemented by the following definitions:

"Administrative Claim" means a Claim asserted or authorized to be asserted in accordance with sections 503(b) and 507(a)(2) during the period up to and including the Effective Date.

"Administrative Holdback" means Effective Date Cash in the amount of $1,600,000 to be held in escrow by Hahn Loeser as of the Effective Date for the payment of (a) Allowed Administrative Claims, (b) Allowed Priority Tax Claims, (c) UST Fees accrued up to, but not including, the Effective Date, (d) Allowed Convenience Claims, and (e) a distribution to the holders of Allowed General Unsecured Claims in Class 7.

"Allowed" shall have the meaning ascribed to it in Section 6.02 of this Plan.

"Ann Arbor Real Property" means the real property commonly known as 2705 Lowell Road, Ann Arbor, Michigan 48103.

"Ann Arbor Real Property Alleged Lease" means that certain alleged lease of the Ann Arbor Real Property between the Debtor and the Johnsons dated as of April 27, 2012.

"Assumed Contracts" shall have the meaning ascribed to it in Section 7.01(a) of this Plan.

"Avoidance Actions" means any and all claims and causes of action of the Debtor that may be asserted under Bankruptcy Code Chapter 5 or applicable state law including, without limitation, any and all claims and causes of action to avoid and recover transfers made by the Debtor within 90 days prior to the Petition Date, including, without limitation, those transfers identified in Item 3(b) of the Debtor's Statement of Financial Affairs.

"Bankruptcy Code" means title 11 of the United States Code, 11 U.S.C. §§ 101-1532.

"Bankruptcy Court" means the United States Bankruptcy Court for the Southern District of Ohio.

"Bankruptcy Rules" means the Federal Rules of Bankruptcy Procedure.

"Barwis Sale Proceeds" means the proceeds from the disposition of Debtor's shares of Barwis Methods Training Center Of Southeast Michigan, LLC identified in that certain *Order Granting Debtor's Motion To Compromise Potential Claims With And Related To Barwis Methods Training Center Of Southeast Michigan, LLC Pursuant To Bankr. R. 9019* [Dkt. No.

306].

"Blum" means Rodney L. Blum.

"Capital Financial" means Capital Financial Holdings, LLC and its affiliates, including Capital Financial Partners, LLC.

"Capital Enterprises" means Capital Holdings Enterprises, LLC.

"CapStar" means CapStar Bank.

"CapStar Adequate Protection Order" means that certain *Agreed Order: (I) Granting Creditor CapStar Bank Relief From Automatic Stay as to a 2004 Hummer H2, Bearing VIN #5GRGN23U44H119248,(II) Granting Provisional Adequate Protection to CapStar as it Relates to 2012 BMW X6, Bearing VIN #5UXFG8C55CL590774 Nunc Pro Tunc to Petition Date, (III) Holding Motion for Relief as to 2012 BMW in Abeyance Pending Adjudication of Debtor's Motion for Conversion, and (IV) Authorizing and Granting Related Relief* [Dkt. No. 253].

"CapStar Adequate Protection Payments" means and collectively refers to all proceeds held in escrow by Hahn Loeser as of the Effective Date pursuant to the CapStar Adequate Protection Order.

"CapStar Adversary Proceeding" means that adversary proceeding styled *CapStar Bank v. Johnson,* A.P. No. 16-2063.

"CapStar Collateral" means that certain 2012 BMW X6, VIN # ending in -0774, owned by the Debtor and against which CapStar asserts a lien.

"CapStar Unsecured Claim" means the unsecured claim of CapStar in the amount of its Class 5A Amount.

"CapStar Withdrawals" means the withdrawals by CapStar of its objections [Dkt. 174 and 216] to the Debtor's motions [Dkt. 158 and 215] related to the Stratford Property Proceeds.

"Claim" shall have the meaning ascribed to it in Bankruptcy Code Section 101(5).

"Claim Bar Date" means February 10, 2015.

"Claim Objection Deadline" means the forty-fifth (45th) day after entry of the Confirmation Order.

"Class 5A Amount" means (a) an amount equal to thirty-five percent (35%) of the face amount of the proof of claim filed on or before the Claim Bar Date by each Settling Lender electing treatment under Class 5A rather than Class 5B of the Plan (the "Fixed Payment"), plus (b) an amount equal to ten percent (10%) of the Debtor's annual Net Future Earnings (the "Future

Payment") during the period commencing with the date of expiration or termination of the Debtor's Player Contract and continuing through the fifth (5th) anniversary of the entry of the Confirmation Order (the "Future Period"), which Future Payment shall be subject to the conditions set forth herein. In the event the Debtor's Future Earnings during the Future Period exceed in the aggregate $4,500,000 (the "Minimum Amount"), then the Future Payment hereunder shall be due and payable as set forth herein. If the Debtor's Future Earnings for the Future Period are known or can be readily determined at the commencement of the Future Period and equal or exceed the Minimum Amount, then the Future Payment shall be paid in five (5) equal installments in each of the months of November, December, January, February and March for each such season during the Future Period by the Debtor into the Class 5A Escrow. In the event the Debtor's Future Earnings are not known or cannot be readily determined at the commencement of the Future Period, then at the end of each 12 month period during the Future Period in which the Debtor's Future Earnings equaled or exceeded $1,500,000 for such 12 month period, then the Debtor shall deposit the Future Payment into the Class 5A Escrow, but such funds (the "Contingent Future Payment") shall not be disbursed to the Class 5A Settling Lenders until the expiration of the Future Period, provided however, that if at the end of the Future Period, the Debtor's actual Future Earnings did not equal or exceed $4,500,000 in the aggregate for the Future Period, then the Contingent Future Payment shall be returned to the Debtor, and provided further that if at the end of the Future Period the Debtor's actual Future Earnings equaled or exceeded $4,500,000 in the aggregate for the Future Period, then the Contingent Future Payment shall be paid to the Class 5A Settling Lenders and the Debtor shall make a further payment at such time to the Class 5A Escrow for the benefit of the Settling Lenders in an amount equal to 10% times the aggregate Net Future Earnings during the Future Period less the Contingent Future Payment. The Debtor's payment of the Future Payment shall be in consideration for the waiver and release by any Settling Lender of his, her or its rights under Section 1127(e) of the Bankruptcy Code, except the right to seek a modification of the Plan that would enable the Settling Lender to receive their Class 5A Share, or to oppose a modification of the Plan by any other person to the extent such modification could reduce or impair payment of the such Settling Lender's Class 5A Share. Notwithstanding anything herein to the contrary, in no event shall any other obligations of the Debtor under this Plan impair, decrease or diminish the amounts to be paid, or the timing of payment, to the Settling Lenders hereunder, including the Fixed Payment and the Future Payment. If Debtor is not in default under the Plan at the end of the second anniversary of the Effective Date, and the Fixed Payment has not been fully paid as of such date, then the Debtor shall continue to make payments to the Class 5A Escrow until the Fixed Payment is paid in full, which payments shall come from the Net Future Earnings Share (in addition to the Future Payment) and shall be paid on the dates required for the payments due from the Net Player Contract Earnings Share below and in amounts equal to such payments multiplied by a fraction, the numerator of which is Net Future Earnings and the denominator of which is the Net Player Contract Earnings, but in no event shall such fraction be greater than 100%. In all events the Fixed Payment amount for the Initial Settling Lenders shall be $2,817,568.61.

"Class 5A Escrow" means an escrow account to be held by Hahn Loeser solely for the benefit of Settling Lenders and the payment of their corresponding Class 5A Shares, which escrow shall be funded by the Debtor on the Effective Date and throughout the term of the Plan as provided herein. Hahn Loeser shall make payments from such Class 5A Escrow to the Settling

Lenders of the amounts due such Settling Lenders pursuant to the terms hereof, which payments shall be made within ten (10) business days after receipt by Hahn Loeser of monies from the Debtor as required herein. The Debtor shall be responsible for the payment of any fees or costs of Hahn Loeser to administer the Class 5A Escrow. Other than receiving their Class 5A Share distributed as part of the Class 5A Escrow, Settling Lenders will not otherwise participate in administration of the Creditor Trust, including decision making with respect to a trustee, trustee compensation, and pursuance of causes of action assigned to the Creditor Trust, and will have no obligation to fund any costs and expenses of administering such Creditor Trust and no portion of the Class 5A Share shall be used to fund the Creditor Trust in any way. Non-settling Lenders will be responsible for and pay for all costs associated with the administration of the Creditor Trust.

"Class 5A Share" means (a) the Fixed Payment to be received by each Settling Lender, provided that the Initial Settling Lenders have agreed among themselves to allocate the aggregate Fixed Payment to the Initial Settling Lenders pursuant to and in accordance with Exhibit 5A attached hereto, which may be amended or supplemented prior to 14 days before the Confirmation hearing and (b) each Settling Lender's pro rata share of the Future Payment (with the Initial Settling Lenders agreeing to allocate the aggregate Future Payment to the Initial Settling Lenders in proportion to the amounts set forth on Exhibit 5A attached hereto). Each Settling Lender other than the Initial Settling Lenders electing to join Class 5A shall receive a Class 5A Share equal to 35% of the unsecured portion of the face amount of their respective proof of claim as filed on or before the Claim Bar Date, plus a share of the Future Payment paid pro rata based upon the Class 5A Amounts, and the Debtor shall contribute the equivalent amount of cash to the Class 5A Escrow to pay such additional Settling Lender its Fixed Payment on the respective dates set forth herein.

"Class 5B Amount" means the aggregate of all Allowed Claims of Non-settling Lender Claims as is defined in Section 3.05B unless otherwise specified in this Plan.

"Cobalt" means Cobalt Sports Capital, LLC.

"Collateral" has the meaning ascribed to it in Section 9-102(12) of the Uniform Commercial Code.

"Confirmation Hearing" means the date set by an order of the Bankruptcy Court for a hearing on the confirmation of the Plan.

"Confirmation Order" means an order of the Bankruptcy Court confirming this Plan.

"Creditor Trust" means the trust created pursuant to the Creditor Trust Agreement.

"Creditor Trust Agreement" means the trust agreement, which will be filed as part of the Plan Supplement, under which the Creditor Trust is created.

"Creditor Trust Assets" means and collectively refers to (a) the pro rata share with the Class 5A Escrow of the Plan Cash as determined in Section 8.03 below; (b) pro rata share with the Class

5A Escrow of the Net Non-Exempt Asset Sale Proceeds or Non-Exempt Assets; (c) the Litigation Claims, including the Litigation Claim Proceeds; and (d) pro rata share with the Class 5A Escrow of the Effective Date Holdback or any Creditor Trust Rebates, as and to the extent provided in Section 8.07 of this Plan.

"Creditor Rebates" has the meaning ascribed to it in Section 8.07(c) of this Plan.

"Creditor Trustee" the trustee under the Creditor Trust Agreement, and any successor trustee(s) of the Creditor Trust.

"Debtor Disputed Secured Claim Rebate" has the meaning ascribed to it in Section 8.07(b) of this Plan.

"Debtor Disputed Secured Claim Reserve Rebate" has the meaning ascribed to it in Section 8.07(c) of this Plan.

"Debtor Rebates" has the meaning ascribed to it in Section 8.07(c) of this Plan.

"Deficiency Claim" means the amount of the difference, if any, between a Claim and that portion of such Claim that is a Secured Claim.

"Disputed" shall have the meaning ascribed to it in Section 6.01 of this Plan.

"Disputed Secured Claim Rebate" has the meaning ascribed to it in Section 8.07(b) of this Plan.

"Disputed Secured Claim Reserve" means the amount, if any, of the Effective Date Holdback determined by the Bankruptcy Court to be adequate to protect the interest of EOT or RFF in with respect to any alleged Secured Claim either EOT or RFF asserts, and which Debtor disputes.

"Disputed Secured Claim Reserve Motion" has the meaning ascribed to it in Section 8.07(a) of this Plan.

"Disputed Secured Claim Reserve Motion Deadline" has the meaning ascribed to it in Section 8.07(a) of this Plan.

"Disputed Secured Claim Reserve Rebate" has the meaning ascribed to it in Section 8.07(c) of this Plan.

"Effective Date Cash" means the cash in Debtor's debtor-in-possession accounts as of the Effective Date.

"Effective Date Holdback" means Effective Date Cash in the amount of $1,000,000 to be held in escrow by Hahn Loeser as of the Effective Date for (a) the payment of post-Effective

Date professional fees and expenses for the implementation of the Plan, (b) the payment of UST Fees accruing on and after the Effective Date, and (c) except as provided in Section 8.07 of this Plan, the funding of all or any part of any Disputed Secured Claim Reserve.

"Effective Date Payment" means an amount equal to the Effective Date Cash minus the Administrative Holdback, Effective Date Holdback, and Off-season Holdback.

"EOT" means EOT Advisors, LLC.

"Exempt Assets" means the Debtor's exempt assets set forth in Schedule C of the Debtor's Schedules of Assets and Liabilities.

"Ferrari" means that certain 2011 Ferrari California, VIN ending -0185, owned by the Debtor and against which RFF asserts a lien.

"Future Earnings" means the annual gross amount earned or to be earned by Debtor from any source during any period from and after expiration or termination of the Player Contract, but not beyond, the fifth (5^{th}) anniversary of the entry of the Confirmation Order including, without limitation, pursuant to any Future Player Contract.

"Future Player Contract" means any [NHL] Player's Contract Debtor may enter into at any future time for any season through and including, but not beyond, the 2020-21 NHL season, if any.

"Final Order" means a final, non-appealable order of the Bankruptcy Court.

"Hahn Loeser" means Hahn Loeser & Parks LLP, counsel for the Debtor and Debtor in Possession in this Bankruptcy Case.

"Initial Settling Lenders" means Blum, Capital Enterprises, Capital Financial and CapStar.

"Initial Settling Lenders Share of Class 5A Amount" means 35% of the aggregate proof of claim amounts of the Initial Settling Lenders as of the Claim Bar Date, which is equivalent to $2,817,568.61. For avoidance of doubt, the Initial Settling Lenders shall allocate such amount by agreement by and among them as set forth on Exhibit 5A attached hereto, which may be amended or supplemented prior to 14 days before the hearing on Confirmation.

"J. Johnson II" means the Debtor's father, John Joseph Louis Johnson II.

"Johnsons" means and collectively refers to K. Johnson and J. Johnson II only.

"K. Johnson" means the Debtor's mother, Kristina A. Johnson, sometimes a/k/a Tina Johnson.

"Lender" means any of Blum, Capital Enterprises, Capital Financial, CapStar, Cobalt,

EOT, Pro Player, and RFF.

"Local Rules" means the Local Rules of Procedure for the Bankruptcy Court.

"Litigation Claims" means and collectively refers to any and all rights, claims, causes of action, and remedies of the Debtor against any person or entity existing as of the Petition Date, but specifically excluding Retained Litigation Claims.

"Litigation Claim Proceeds" means any and all proceeds or other assets received in respect of any judgment on, or settlement of, any Litigation Claim.

"Living Expenses" means $16,230 per month through September 2016; and $20,000 per month beginning in October 2016, plus an increase of 5% beginning on October 1, 2017, and continuing on each October 1 thereafter.

"Malaga Way Property Proceeds" means the proceeds from the sale of real property commonly known as 48 Malaga Way, Manhattan Beach, California 90266.

"Net Non-Exempt Asset Sale Proceeds" shall have the meaning ascribed to it in Section 8.02(a) of the Plan.

"Net Future Earnings" means Future Earnings net of all applicable federal, state and local taxes, required dues, required escrows, and other mandatory withholdings.

"Net Future Earnings Share" means Net Future Earnings minus Living Expenses.

"Net Player Contract Earnings" means the annual amount of cash from earnings under the Player Contract following the Effective Date, other than NHL Escrow Rebate, available after (a) Living Expenses, and (b) applicable federal, state and local taxes, required dues, required escrow and other mandatory withholdings payable under the Player Contract.

"Net Player Contract Earnings Share" means an aggregate amount equal to $3,200,000 to be paid from Net Player Contract Earnings following the Effective Date through the end of the 2016-17 NHL and 2017-18 NHL seasons only, which amount shall be payable in installments of $300,000 for each of the months of November, December, January and February and $400,000 in March for each such season, provided however, that in the event the Fixed Payment to the Settling Lenders has not been paid prior to the end of the 2017-18 NHL season and the Debtor is not then in default under the Plan, then the Debtor shall make payments from the Net Future Earnings Share into the Class 5A Escrow for the benefit of the Settling Lenders as described above in the definition of Class 5A Amount..

"NHL" means the National Hockey League.

"NHL Escrow" means amounts withheld and paid to the NHL from Debtor's gross compensation under his Player Contract or any Future Player Contract for any season through and

including, but not beyond, the 2020-21 NHL season.

"NHL Escrow Rebate" means the amount of cash, if any, rebated from the NHL to Debtor from the NHL Escrow and received by Debtor during any season through and including, but not beyond, the 2020-21 NHL season.

"Non-Exempt Asset Contribution Deadline" means sixty (60) days after the Effective Date.

"Non-Exempt Assets" means the following assets of the Debtor with the corresponding projected value as of the Effective Date (unless otherwise noted), together with any other or further assets of the Debtor that are determined to be property of the Debtor's estate prior to the Effective Date:

Asset Description[2]	**Projected Market Value as of Effective Date (Unless Otherwise Noted)**
Effective Date Cash less the Administrative Holdback, the Effective Date Holdback and the Off-season Holdback	$822,768.99
Security Deposit for Rental Property held by Jeff Canady	$2,000.00
Way-In, Inc. Stock	$0.00
2007 BMW X5[3], VIN: Ending -6763	$17,000.00
2007 BMW X5[4], VIN: Ending -4757[5]	$13,325.00
2011 Ferrari California, VIN: Ending -0185	$125,000.00
CapStar Collateral (2012 BMW X6)	$35,000.00

[2] Nothing contained in this Plan is or shall be deemed to be an admission by Debtor that, in the event of conversion to chapter 7, post-petition earnings are property of the estate.

[3] K. Johnson's name appears on the certificate of title to this vehicle for convenience only. Debtor holds equitable title.

[4] K. Johnson's name appears on the certificate of title to this vehicle for convenience only. Debtor holds equitable title.

[5] The valuation of the automobile takes into account exemption allowance of $3,675 as of the Petition Date. R.C. § 2329(a)(2); March 14, 2016, Ohio Judicial Conference exemption calculations.

CapStar Adequate Protection Payments	$10,424.44
Stratford Real Property Proceeds	$400,000.00
Barwis Sale Proceeds	$74,125.00
Total Non-Exempt Assets	**$ 1,499,643.43**

"Non-settling Lender Claim" has the meaning ascribed to it in Section 3.05B of this Plan.

"Notice of Plan Support" means a document in the form of Exhibit 5 to this Plan.

"Objecting Creditors" means and collectively refers to Blum, Capital Financial, Capital Enterprises, CapStar, Cobalt, EOT, Pro Player, and RFF.

"Off-season Holdback" means Effective Date Cash in the amount of $136,332 for Debtor's Living Expenses through October 31, 2016.

"Plan Cash" means cash consisting of the Effective Date Payment, Net Player Contract Earnings Share, Net Future Earnings Share, and NHL Escrow Rebate.

"Plan Supplement" means a supplement to be filed with the Bankruptcy Court by the Debtor on or before the 10th business day before votes in respect of the Plan are due, containing the Creditor Trust Agreement.

"Player Contract" means that certain Standard [NHL] Player's Contract dated January 8, 2011, by and between Debtor and COL HOC Ltd. Partnership.

"Pro Player" means Pro Player Funding, LLC.

"Rejection Damage Claim" shall have the meaning ascribed to it in Section 7.01(c) of this Plan.

"Rejection Damage Claim Bar Date" shall have the meaning ascribed to it in Section 7.01(c) of this Plan.

"Residual Holdback, Rebate and Retained Litigation Claim Proceeds" shall mean and collectively refer to (a) any proceeds from the Administrative Holdback, Effective Date Holdback, Off-season Holdback, and Debtor Rebates remaining after payment in full of the obligations or expenses to be paid, respectively, from each such category; and (b) net proceeds of Retained Litigation Claims remaining after payment in full of all professional fees, costs, and expenses incurred prosecuting such Retained Litigation Claims.

"Retained Litigation Claims" means and collectively refers to (a) Avoidance Actions

against any or all of the Objecting Creditors; and (b) any and all other or further rights, claims, causes of action, and remedies of the Debtor against or related to any or all of the Objecting Creditors or their respective claims, provided however, that Retained Litigation Claims shall not include any claims or causes of action against the Settling Lenders to the extent released in accordance with the Plan.

"RFF" means RFF Family Partnership, LP.

"Schedules of Assets and Liabilities" means the Debtor's *Schedules of Assets and Liabilities* [Dkt. No. 37], as amended including, without limitation, at Docket Nos. 44, 251, and 467, and as the same may be further amended, supplemented, or otherwise modified as permitted under the Bankruptcy Code, Bankruptcy Rules, or Local Rules.

"Scheduled Claim Amount" means the amount of a creditor's claim scheduled in the Schedules of Assets and Liabilities, provided such amount is not scheduled as "contingent," "unliquidated," or "disputed."

"Secured Claim" means that portion of a Claim that is secured by Collateral.

"Settling Lender" means the holder of a Settling Lender Claim.

"Settling Lender Claim" has the meaning ascribed to it in Section 3.05A of this Plan.

"Statement of Financial Affairs" means the Debtor's Statement of Financial Affairs [Dkt. No. 38], as amended including, without limitation, at Docket No. 252, and as the same may be further amended, supplemented, or otherwise modified as permitted under the Bankruptcy Code, Bankruptcy Rules, or Local Rules.

"Stratford Property Proceeds" means proceeds in the projected amount of $400,000 from the sale of real property commonly known as 8 Stratford Court, Manhattan Beach, California 90255, which proceeds are in escrow with Fidelity Title in California.

"TCF Bank" means TCF National Bank.

"UST" means the United States Trustee.

ARTICLE III
CLASSIFICATION OF CLAIMS

3.01	Class 1	CapStar Secured Claim. Class 1 consists of the Secured Claim of CapStar (the "CapStar Secured Claim")

3.02 Class 2	EOT Secured Claim. Class 2 consists of the alleged Secured Claim of EOT (the "EOT Secured Claim").
3.03 Class 3	RFF Secured Claim. Class 3 consists of the alleged Secured Claim of RFF (the "RFF Secured Claim").
3.04 Class 4	TCF Bank Secured Claim. Class 4 consists of the Secured Claim of TCF Bank (the "TCF Secured Claim").
3.05A Class 5A	Settling Lender Claims. Class 5A consists of (a) the alleged Claims of any of Blum, Capital Enterprises, Capital Financial, Cobalt, Pro Player, (b) the CapStar Unsecured Claim, and (c) the Deficiency Claims, if any, of EOT and RFF, to the extent any such Lender accepts treatment under Class 5A by filing a ballot accepting the Plan as a Class 5A Settling Lender by the deadline therefor and by filing a Notice of Plan Support no later than 14 days prior to the Confirmation Hearing (collectively, the "Settling Lender Claims"). Each of the Initial Settling Lenders is and shall be deemed to be a Settling Lender.
3.05B Class 5B	Non-settling Lender Claims. Class 5B consists of (a) the alleged Claims of any of Blum, Capital Enterprises, Capital Financial, Cobalt Pro Player; and (b) the Deficiency Claims, if any, of CapStar, EOT and RFF, to the extent any such Lender does not accept treatment under Class 5A (collectively, the "Non-settling Lender Claims").
3.06 Class 6	Convenience Claims. Class 6 consists of all scheduled or timely filed Claims in the face amount of $1,000.00 or less (collectively, "Convenience Claims").
3.07 Class 7	General Unsecured Claims. Class 7 consists of (a) all general unsecured Claims, including Rejection Damage Claims but *excluding* Convenience Claims and Lender Claims (collectively, "General Unsecured Claims").

ARTICLE IV
TREATMENT OF ADMINISTRATIVE EXPENSE CLAIMS, U.S. TRUSTEES FEES AND PRIORITY TAX CLAIMS

4.01 Unclassified Claims. Pursuant to section 1123(a)(1) of the Bankruptcy Code, Administrative Claims and Priority Tax Claims are not in classes.

4.02 Administrative Claims. Each holder of an Administrative Claim shall be paid in full, in cash from the Administrative Holdback (a) on or before the earlier of (i) three (3) business days after the Effective Date, if such Administrative Claim is Allowed as of the Effective Date; and (ii) three (3) business days after such Administrative Claim becomes Allowed; or (b) on such terms and conditions as otherwise agreed by Debtor and the holder of such Allowed Administrative Claim.

4.03 Priority Tax Claims. Any Allowed Claim of a governmental unit against the Debtor entitled to priority of payment pursuant to sections 502(1) and 507(a)(8) of the Bankruptcy Code (collectively, "Priority Tax Claims") will be paid in full (a) from the Administrative Holdback on or before the later of (i) five (5) business days after the Effective Date; (ii) five (5) business days after the Claim Objection Deadline; and (iii) the entry of any final order Allowing the subject Priority Tax Claim; (b) in accordance with section 1129(a)(9)(C) of the Bankruptcy Code, by way of equal semi-annual cash payments from the Debtor in an aggregate amount equal to such Allowed Priority Tax Claim, together with interest at a fixed annual rate of 3.0% *per annum*, over a period ending not longer than five (5) years from the Effective Date; or (c) pursuant to terms, and subject to conditions, mutually agreeable to the holder of such Allowed Priority Tax Claim and the Debtor.

4.04 United States Trustee Fees. All fees required to be paid by 28 U.S.C. § 1930(a)(6) (collectively, "UST Fees") will accrue and be timely paid until the case is closed, dismissed, or converted to another chapter of the Bankruptcy Code. Any UST Fees owed on the Effective Date will be paid in full within five (5) business days after the Effective Date from the Administrative Holdback, unless otherwise agreed by the Office of the United States Trustee for Region 9 and the Debtor. Any UST Fees accruing after the Effective Date shall be paid by the Creditor Trust based upon all monthly disbursements of the Debtor and not solely based upon disbursements of the Creditor Trust. Debtor shall reimburse the Creditor Trust for any UST Fees attributable to disbursements by Debtor.

ARTICLE V
TREATMENT OF CLAIMS AND INTERESTS UNDER THE PLAN

5.01 Allowed Claims shall be treated as follows under this Plan:

Class	Impairment	Treatment
Class 1 – CapStar Secured Claim	Impaired	The CapStar Secured Claim is Allowed as a Secured Claim, secured by the CapStar Collateral and, subject to CapStar filing the CapStar Withdrawals, CapStar will receive (a) the CapStar Adequate Protection Payments on the Effective Date; and (b) Plan Cash from the Effective Date Payment in an amount equal to $35,000, without prejudice to any Deficiency Claim of CapStar.
Class 2 – EOT Secured Claim	Impaired	To the extent that the EOT Secured Claim is Allowed as a Secured Claim (including without limitation pursuant to that certain adversary proceeding for a declaratory judgment styled *Johnson v. EOT Advisors, LLC*, A.P. No. 16-2099), and subject to the priority of any competing Allowed Secured Claim, EOT will receive its Collateral, if any, including any Non-Exempt Assets in which EOT has an Allowed Secured Claim, or the net proceeds thereof, without prejudice to any Deficiency Claim of EOT.
Class 3 – RFF Secured Claim	Impaired	To the extent that the RFF Secured Claim is Allowed as a Secured Claim (including without limitation pursuant to that certain adversary proceeding for a declaratory judgment styled *Johnson v. RFF Family Partnership, LP*, A.P. No. 16-2088 and any related appeal therefrom), and subject to the priority of any competing Allowed Secured Claim, RFF will receive (a) its interest, if any, in its Collateral, if any, including any Non-Exempt Assets in which RFF has an Allowed Secured Claim, or the net proceeds thereof; (b) its interest, if any, in the Player Contract, including any proceeds thereof or thereunder; and (c) the Ferrari, without prejudice to any Deficiency Claim of RFF.

Class	Impairment	Treatment
Class 4 – TCF Secured Claim	Impaired	The TCF Secured Claim shall be Allowed as a Secured Claim, and subject to the priority of any competing Secured Claim, to the extent not already received by TCF as of the Effective Date, TCF shall receive the Ann Arbor Real Property in full and final satisfaction of the TCF Secured Claim and any Deficiency Claim.
Class 5A – Settling Lender Claims	Impaired	To the extent that a Lender accepts treatment under this Class 5A by filing a ballot accepting the Plan as a Class 5A Settling Lender by the deadline therefor and by filing a Notice of Plan Support no later than 14 days prior to the Confirmation Hearing, such holder shall have an Allowed Claim solely for voting on, confirmation of and distributions under the Plan (and for no other purposes) in the amount of its filed proof of claim pursuant to the settlement with the Debtor under Bankruptcy Rule 9019 as set forth in Section 6.06 of this Plan, and shall receive an amount equal to his, her or its Class 5A Share from the Class 5A Escrow as provided herein.
Class 5B – Non-settling Lender Claims	Impaired	To the extent that a Non-settling Lender Claim is Allowed, the holder of such Allowed Non-settling Lender Claim shall receive an amount equal to his, her or its pro rata share of Creditor Trust Assets, except for any Non-Exempt Asset that is determined to be Collateral for an Allowed Secured Claim.
Class 6 – Convenience Claims	Impaired	All Convenience Claims shall be deemed Allowed as of the Effective Date and each will receive a cash distribution in the amount of the lesser of (a) the greater of his, her or its (i) Scheduled Claim Amount or (ii) Proof of Claim Amount, or (b) $500, in full and final satisfaction of such Convenience Claims. Distributions shall be made from the Administrative Holdback as soon as reasonably practicable after the Effective Date but, in any event, no more than ten (10) business days after the Effective Date. No further distributions of any kind shall be made on account of Convenience Claims

Class	Impairment	Treatment
Class 7 – General Unsecured Claims	Impaired	To the extent that General Unsecured Claims are Allowed, on the later of (i) fifteen (15) days after the Effective Date or (ii) fifteen (15) days after the entry of a Final Order pursuant to which such Claim becomes an Allowed Claim, each holder of a General Unsecured Claim will receive a cash distribution equal to 35% of the amount of his, her or its Allowed Claim from the Administrative Holdback.

ARTICLE VI
ALLOWANCE AND DISALLOWANCE OF CLAIMS

6.01 Disputed Claim. A Claim is "Disputed" if it is (a) a Claim or an Administrative Claim, which is disputed under the Plan or as to which a timely objection, by way of an adversary proceeding or otherwise, has been filed pursuant to section 502(d) or 510 of the Bankruptcy Code, or otherwise, and/or a request for estimation in accordance with section 502(c) of the Bankruptcy Code and Bankruptcy Rule 3018 has been interposed, and which objection and/or request for estimation has not been withdrawn or determined by a final, non-appealable order of the Bankruptcy Court; or (b) a Claim, proof of which was required to be filed by order of the Bankruptcy Court but as to which a proof of claim was not timely or properly filed. A Claim that is Disputed by the Debtor as to its amount only shall be deemed Allowed in the amount that the Debtor admits is owed, if any, and Disputed as to the excess. Only the Debtor may object to any Claim. A Lender's election to be treated as a Settling Lender in accordance with Class 5A hereunder shall be deemed to resolve any Disputed Claim of such Lender and such Settling Lender shall be deemed to have an Allowed Claim fixed at the amount of its proof of claim filed in this bankruptcy case solely for purposes of voting on, confirmation of and distributions under the Plan (and for no other purposes), which Allowed Claim shall be treated in accordance with Class 5A.

6.02 Allowed Claim. A Claim is "Allowed" if it is (a) a Claim that has been listed by the Debtor in his Schedules of Assets and Liabilities, as such Schedules of Assets and Liabilities may be amended by the Debtor from time to time in accordance with Bankruptcy Rule 1009, as liquidated in amount and not disputed or contingent and for which no contrary proof of claim has been filed or objection thereto interposed; (b) a Claim that is not Disputed; (c) a Claim that is compromised, settled, or otherwise resolved pursuant to the authority granted to the Debtor pursuant to a Final Order; or (d) a Claim that has been expressly allowed in this Plan, including specifically the Claims of Lenders who elect treatment under Class 5A herein as to whom such Claims are allowed solely for voting on, confirmation of and distributions under the Plan (and for no other purposes); provided, however, that Claims estimated solely for

the purpose of voting to accept or reject this Plan pursuant to an order of the Bankruptcy Court shall not be considered "Allowed" hereunder.

6.03 Deadline to Dispute Claims. Only the Debtor may dispute or object to the Allowance of any Claim. Any such objection must be made by filing a written objection with the Bankruptcy Court on or before the Claim Objection Deadline.

6.04 Delay of Distribution on a Disputed Claim. No distribution will be made on account of a Disputed Claim unless and until it becomes an Allowed Claim.

6.05 Settlement of Disputed Claims. The Debtor will have the power and authority to settle and compromise Disputed Claims with Bankruptcy Court approval and compliance with Rule 9019 of the Federal Rules of Bankruptcy Procedure.

6.06 Allowance of Settling Lender Claims. Pursuant to Sections 1141 and 105, and Bankruptcy Rule 9019, the Debtor and the Settling Lenders have settled and compromised any and all Claims and causes of action by and between them as of the Effective Date of the Plan as follows: (i) the Debtor has agreed to the allowance of each such Settling Lender's Claim in full as set forth in such Settling Lender's proof of Claim filed in this bankruptcy case on or before the Claims Bar Date solely for purposes of voting on, confirmation of and distributions under the Plan (and for no other purposes), (ii) each such Settling Lender has agreed to elect treatment under and be bound by the terms of Class 5A of this Plan, (iii) each such Settling Lender has agreed to support confirmation of this Plan, including by voting to accept the Plan, (iv) any and all adversary proceedings and objections to Claims, including Retained Litigation Claims, by and between the Debtor and any Settling Lender shall be dismissed without prejudice as of the Effective Date, and (v) as of the date the Debtor receives a discharge under the Plan (unless prior to such date a Settling Lender has asserted in a filing with the Bankruptcy Court, and has obtained a finding from the Bankruptcy Court, that Debtor has not complied with his obligations under the Plan), then at such time the Debtor and the Debtor's bankruptcy estate and the Settling Lenders shall be deemed to have released each other from and against any and all claims and causes of action, including Retained Litigation, that exist as of the date of such discharge; provided however, that such release shall not release the obligations of the Debtor and the Settling Lenders as set forth in this Plan. In addition, no later than the Confirmation Hearing and as part of the settlement and compromise contained herein, CapStar shall withdraw its objections [Dkt. 174 and 216] to the Debtor's motions [Dkt. 158 and 215] related to the disbursement of the Stratford Property Proceeds. Notwithstanding any other provision of the Plan to the contrary, the CapStar Adversary Proceeding shall be dismissed by Debtor with prejudice on the Effective Date, the Class 1 Secured Claim of CapStar shall be Allowed for all purposes, the Class 5A CapStar Unsecured Claim shall be Allowed in the amount of its Class 5A Amount for all purposes, and other than such Allowed Claims to be paid pursuant to the Plan all claims by and between Debtor, Debtor's estate and CapStar shall be waived and released as of the Effective Date. From and after the Effective Date the rights of CapStar against the Debtor and Debtor's estate shall be based solely upon its Class 1 Secured Claim and its Class 5A CapStar Unsecured Claim for all purposes. The Plan shall constitute a motion for

approval of the above settlements and compromises under Bankruptcy Rule 9019.

ARTICLE VII
PROVISIONS FOR EXECUTORY CONTRACTS AND UNEXPIRED LEASES

7.01 Assumed Executory Contracts and Unexpired Leases.

(a) Pursuant to section 365(b) of the Bankruptcy Code, the Debtor assumes the following pre-petition executory contracts and/or unexpired leases (collectively, the "Assumed Contracts") effective upon the Effective Date, and proposes to pay the following cure costs in full within five (5) business days after the Effective Date in connection with such assumption:

Counterparty	Lease or Executory Contract Description	Cure Cost
COL HOC Ltd. Partnership	Player Contract	$0.00
HCC Specialty Underwriters, Inc.	Individual Professional Athletes Insurance Contract #: HCCSU / 113141	$0.00
Tri-Star Sports & Entertainment Group	Management Agreement	$0.00
Verizon Wireless	Cell Phone Contract	$0.00

(b) Entry of the Confirmation Order shall be a conclusive finding as to the satisfaction of the requirements to assume the Assumed Contract(s) and Lease(s) under Bankruptcy Code Section 365(b).

(c) Upon entry of the Confirmation Order, the Debtor will be conclusively deemed to have rejected all executory contracts and unexpired leases not expressly assumed under Section 7.01(a) above or assumed before entry of the Confirmation Order including, without limitation, all executory contracts and unexpired leases set forth in Schedule G of the Schedules of Assets and Liabilities and that certain Ann Arbor Real Property Alleged Lease. A proof of a Claim arising from the rejection of an executory contract or unexpired lease under this section (a "Rejection Damage Claim") must be filed with the Bankruptcy Court no later than the fifteenth (15th) business day after entry of the Confirmation Order (the "Rejection Damage Claim Bar Date"). **Any and all Rejection Damage Claims not filed on or**

before the Rejection Damage Claim Bar Date shall be automatically disallowed and forever barred in their entirety.

ARTICLE VIII
MEANS FOR IMPLEMENTATION OF THE PLAN

The Plan shall be implemented in the following manner:

8.01 Creation of Creditor Trust. The Creditor Trust will be created on the Effective Date pursuant to the Creditor Trust Agreement. The Creditor Trust shall only have the right to receive sums for Class 5B Lenders; remit Class 5B distributions; prosecute, settle or otherwise liquidate the Litigation Claims; and distribute the Litigation Claim Proceeds; and the Creditor Trust Agreement shall so provide. Settling Lenders will not participate in administration of the Creditor Trust, including decision making with respect to a trustee, trustee compensation, and pursuance of causes of action assigned to the Creditor Trust, and will have no obligation to fund any costs and expenses of administering such Creditor Trust and no portion of the Class 5A Share shall be used to fund the Creditor Trust in any way. Non-settling Lenders will be responsible for and pay for all costs associated with the administration of the Creditor Trust. The Creditor Trust shall not have the right to seek a modification of the Plan under Section 1127 of the Bankruptcy Code or otherwise. The Creditor Trust is granted only these specific rights and does not otherwise succeed to any rights of the Debtor, the Debtor in Possession, the UST, the Debtor's estate or any rights derivative of the UST, the Debtor or the estate.

8.01A Debtor Cooperation. Debtor will cooperate with the Creditor Trustee in the Creditor Trustee's evaluation and prosecution of the Litigation Claims including, without limitation, with respect to Litigation Claims against the Johnsons.

8.02 Liquidation of Non-Exempt Assets. On or before the Non-Exempt Asset Contribution Deadline, Debtor shall contribute all Non-Exempt Assets (that are not already reduced to cash as of the Effective Date) to the Creditor Trust and the Class 5A Escrow on a pro rata basis based on the Allowed Claims of the Class 5A Settling Lenders and the Class 5B Non-settling Lenders as set forth in section 8.03 below using any or all of the following mechanisms in Debtor's sole and absolute discretion:

(a) liquidate and reduce to cash proceeds Non-Exempt Assets that are not already cash proceeds as of the Effective Date and contribute the net proceeds of such Non-Exempt Assets (such proceeds, the "Net Non-Exempt Asset Sale Proceeds") on a pro rata basis to the Creditor Trust and the Class 5A Escrow;

(b) contribute on a pro rata basis to the Creditor Trust and the Class 5A Escrow Exempt Assets consisting of cash or cash equivalents in lieu of liquidating a particular Non-Exempt Asset to the Creditor Trust; provided, however, that the amount of such contribution shall be not

less than the value ascribed to such Non-Exempt Asset in the definition of Non-Exempt Assets set forth in Section 2.01 of this Plan; or

(c) take all means necessary in order to transfer and convey the full extent of Debtor's right, title, and interest in and to any particular Non-Exempt Asset on a pro rata basis to the Class 5A Escrow and to the Creditor Trustee on behalf of the Creditor Trust.

The Creditor Trustee may, upon request of the Debtor, extend the Non-Exempt Asset Contribution Deadline in the Creditor Trustee's sole and absolute discretion.

8.03 Funding of the Creditor Trust and the Class 5A Escrow. Plan Cash, Residual Holdback, Rebate and Retained Litigation Claim Proceeds, and the proceeds from the liquidation of the Non-Exempt Assets pursuant to Section 8.02 above (collectively, the "Distributable Cash") shall be deposited into the Class 5A Escrow and the Creditor Trust on a pro rata basis with (i) the Class 5A Escrow portion being equal to the applicable amount of Distributable Cash to be deposited multiplied by a fraction, the numerator of which is the total of the Settling Lenders' Allowed Claims in Class 5A and the denominator of which shall be the total amount of (a) the claims of the Class 5A Settling Lenders, each in the amount of its filed proof of claim as of the Claims Bar Date, and (b) the claims of the Class 5B Non-settling Lenders, each in the amount of its filed proof of claim as of the Claims Bar Date unless its Allowed Claim is less in which case it shall be the amount of the Allowed Claim of such Class 5B Non-settling Lenders, and (ii) the Creditor Trust portion being the remainder of such applicable amount of Distributable Cash. Distributable Cash shall be paid by the Debtor as follows: (a) the Effective Date Payment shall be deposited into the Class 5A Escrow and the Creditor Trust in accordance herewith within three (3) business days after the Effective Date; (b) the Net Player Contract Earnings Share payments shall be deposited into the Class 5A Escrow and the Creditor Trust in accordance herewith within three (3) business days after Debtor's actual receipt of the same; (c) the Net Future Earnings Share payments, if any, shall be deposited into the Class 5A Escrow and the Creditor Trust in accordance herewith within three (3) business days after Debtor's actual receipt of the same; (d) NHL Escrow Rebate payments, if any, shall be deposited into the Class 5A Escrow and the Creditor Trust in accordance herewith within three (3) business days after Debtor's actual receipt of the same; (e) any Creditor Trust Rebates shall be deposited into the Class 5A Escrow and the Creditor Trust when and as provided in Section 8.07 of this Plan, (f) for proceeds from the liquidation of the Non-Exempt Assets, within three (3) business days after such liquidation; (g) for Residual Holdback, Rebate and Retained Litigation Claim Proceeds, within three (3) business days after proceeds become Residual Holdback, Rebate and Retained Litigation Claim Proceeds; and (h) any other amounts due and payable by the Debtor hereunder on the dates required by the terms of the Plan. The Debtor shall execute any and all other or further agreements or documents necessary or proper in order to effectuate the transfer of the Distributable Cash or the Creditor Trust Assets into the Creditor Trust and the Class 5A Escrow as applicable, or as necessary or proper for the Creditor Trustee to administer the Creditor Trust Assets or Hahn Loeser to administer the Class 5A Escrow, subject in all events to the terms of this Plan. Debtor in his sole discretion may prepay without penalty any or all of the Net Player

Contract Earnings Share payments. Debtor may in his sole discretion be released from the NHL Escrow Rebate payment obligations by paying the Creditor Trust $50,000, provided such payment is made on or before April 30, 2020. Once all claims to be paid out of the Creditor Trust and the Class 5A Escrow have been paid in full in accordance with the terms of the Plan, any surplus shall be returned to Debtor and Debtor shall have no further obligation to make any payments to or for the benefit of the Creditor Trust or the Class 5A Escrow. For purposes of clarity, notwithstanding anything to the contrary contained in this Section 8.03, all Distributable Cash distributed by Debtor into the Class 5A Escrow and the Creditor Trust shall be allocated by Debtor on a *pro rata* basis between the Class 5A Escrow and the Creditor Trust based on the amount of the Claims in Class 5A and Class 5B that are not, at the time of the corresponding distribution of Distributable Cash, disallowed by way of Final Order or stipulation.

8.04 Litigation Claims. The Litigation Claims shall be deemed automatically contributed to the Creditor Trust immediately upon the last to occur of (a) the Effective Date; and (b) execution of the Creditor Trust Agreement.

8.05 Vesting of Assets in the Debtor. All assets, interests, and other property of the of the estate that are not Creditor Trust Assets, Distributable Cash, or otherwise required to be deposited or disbursed by Debtor into the Class 5A Escrow or Creditor Trust shall remain property of the estate subject to the terms and conditions of this Plan and shall not vest in Debtor until the case is dismissed, converted, or a discharge is issued, whichever occurs first.

8.06 Estimation of Claims. Debtor reserves all of his rights to estimate the amount of any and all claims as may be necessary to confirm the Plan.

8.07 Disputed Secured Claim Reserve and Secured Claim Rebates.

(a) Disputed Secured Claim Motions. EOT and RFF shall have through and including the fourteenth (14th) day after the Effective Date (such deadline, the "Disputed Secured Claim Reserve Motion Deadline") in which to file a motion seeking to establish a Disputed Secured Claim Reserve (a "Disputed Secured Claim Reserve Motion"). If neither EOT nor RFF file a Disputed Secured Claim Reserve Motion on or before the Disputed Secured Claim Reserve Motion Deadline, then the Effective Date Holdback will be disbursed to the Creditor Trust and the Class 5A Escrow on a pro rata basis as provided above on or before the fourteenth (14th) day after the Effective Date.

(b) Disputed Secured Claim Rebates. If EOT or RFF file a Disputed Secured Claim Reserve Motion on or before the Disputed Secured Claim Reserve Motion Deadline, then, within three (3) business days after entry of any Final Order determining that any amount of the Effective Date Holdback does not or shall not be required to comprise the Disputed Secured Claim Reserve, such amount shall be disbursed by Hahn Loeser as follows: 80% to the Creditor Trust and the Class 5A Escrow on a pro rata basis as provided above (the

"Disputed Secured Claim Rebate") and 20% to the Debtor (the "Debtor Disputed Secured Claim Rebate").

(c) Disputed Secured Claim Reserve Rebates. Within three (3) business days after the entry of any Final Order determining the amount, nature, extent, validity, or priority of an alleged Secured Claim of EOT or RFF, any amount of the Disputed Secured Claim Reserve not ordered to be paid or further escrowed for the benefit of EOT or RFF, as applicable, pursuant to such Final Order shall be disbursed by Hahn Loeser as follows: 80% to the Creditor Trust and the Class 5A Escrow on a pro rata basis as provided above (the "Disputed Secured Claim Reserve Rebate" and, together with the Disputed Secured Claim Rebate, the "Creditor Rebates") and 20% to the Debtor (the "Debtor Disputed Secured Claim Reserve Rebate" and, together with the Debtor Disputed Secured Claim Rebate, the "Debtor Rebates" and, together with the Creditor Rebates, the "Secured Claim Rebates").

(d) Use of Debtor Rebates. Debtor Rebates shall be applied first to payment in full of all professional fees and expenses Debtor incurs after the Effective Date related to the alleged Secured Claims of EOT or RFF, with any remaining Debtor Rebates automatically deemed to be Residual Holdback, Rebate and Retained Litigation Claim Proceeds.

8.08 Catch-all for Allowed Secured Claims. Except with respect to the treatment of CapStar under Class 1 of this Plan and TCF under Class 4 of this Plan, nothing contained in this Plan affects or shall be deemed to affect the rights of a holder of an Allowed Secured Claim to payment in full of such Allowed Secured Claim before payment, in whole or in part, of any Allowed Class 5A Claims, Allowed Class 5B, Claims, Allowed Class 6 Claims, or Allowed Class 7 Claims.

8.09 Catch-all for Future Earnings. Notwithstanding anything to the contrary contained in this Plan, all of Debtor's Future Earnings, except to the extent used for Living Expenses and, subject to Bankruptcy Court review and approval, professional fees and expenses, shall be used to fund Debtor's obligations under this Plan..

ARTICLE IX
GENERAL PROVISIONS

9.01 Effective Date of Plan. The "Effective Date" of this Plan shall be the first business day which is at least fifteen (15) calendar days following the date of the entry of the Confirmation Order; however, if a stay of the Confirmation Order is in effect on that date, then the Effective Date shall be the first business day after that date on which no stay of the Confirmation Order is in effect, provided that the Confirmation Order has not been vacated.

9.02 Severability. If any provision in this Plan is determined to be unenforceable, the determination will in no way limit or affect the enforceability and operative effect of any other provision of this Plan.

9.03 Binding Effect. The rights and obligations of any entity named or referred to in this Plan will be binding upon, and will inure to the benefit of the successors or assigns of such entity.

9.04 Captions. The headings contained in this Plan are for convenience of reference only and do not affect the meaning or interpretation of this Plan.

9.05 Controlling Effect. Unless a rule of law or procedure is supplied by federal law (including the Bankruptcy Code, Bankruptcy Rules, or Local Rules), the laws of the State of Ohio govern this Plan and any agreements, documents, and instruments executed in connection with this Plan, except as otherwise provided in this Plan.

ARTICLE X
DISCHARGE

10.01 Discharge. Confirmation of this Plan does not discharge any debt provided for in this Plan and Debtor shall not receive a discharge until completion of all payments required by Debtor under this Plan. The Debtor will not be discharged from any debt excepted from discharge under section 523 of the Bankruptcy Code, except as provided in rule 4007(c) of the Federal Rules of Bankruptcy Procedure. Upon completion of all payments required by Debtor under this Plan, any and all debts, claims, causes of action, or liabilities of any kind of the Debtor existing as of the Petition Date shall be discharged and the holders of any such debts, claims, causes of action, or liabilities shall be forever enjoined from enforcing the same against the Debtor or any of the Debtor's assets or property.

[Signatures on next page]

Respectfully submitted by:

Dated: August 29, 2016

/s/ Marc J. Kessler

Marc J. Kessler (0059236)
Daniel A. DeMarco (0038920)
Rocco I. Debitetto (0073878)
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Counsel for Debtor and Debtor-in-Possession

Exhibit 5

NOTICE OF PLAN SUPPORT

The undersigned Lender hereby agrees to:

1. Vote to accept the Plan; and

2. Accept treatment under Class 5A.

Lender's Proof of Claim amount is $ _____.

"Lender"

Name: _____
By: _____
Title: _____
Date: _____

Exhibit 5A

SETTLING LENDERS ACCEPTING CLASS 5A TREATMENT:

	LENDER	PROOF CLAIM AMOUNT	CLASS 5A SHARE
1.	Blum	$ 1,1719,41.60	
2.	Capital Enterprises	$ 3,075,830.10	
3.	Capital Financial	$ 3,429,750.00	
4.	CapStar	$ 372,674.34	
Total Proof of Claims		$ 8,050,196.04	
Initial Settling Lenders Share of Class 5A Amount			**$ 2,817,568.61**

EXHIBIT B

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF OHIO

In re:	:	Chapter 11
JOHN JOSEPH LOUIS JOHNSON, III,	:	Case No. 14-57104
Debtor.	:	Judge John E. Hoffman, Jr.

CLASS [ ] BALLOT FOR ACCEPTANCE OR REJECTION OF THIRD AMENDED CHAPTER 11 PLAN OF REORGANIZATION OF JOHN JOSEPH LOUIS JOHNSON, III DATED AS OF AUGUST 29, 2016

John Joseph Louis Johnson, III (the "Debtor"), filed the *Third Amended Plan of Reorganization of John Joseph Louis Johnson, III Dated as of August 29, 2016* (the "Plan") in this case. The Court has approved the *Disclosure Statement for Third Amended Plan of Reorganization of John Joseph Louis Johnson, III Dated as of August 29, 2016* (the "Disclosure Statement") with respect to the Plan. The Disclosure Statement provides information to assist you in deciding how to vote on the Plan using this ballot (the "Ballot"). If you do not have a Plan or Disclosure Statement, you may obtain a copy from Hahn Loeser & Parks LLP, 65 East State Street, Suite 1400, Columbus, Ohio 43215, Attn: Ms. Carrie A. Philpot (Phone: (614) 221-0240). Court approval of the Disclosure Statement does not indicate approval of the Plan by the Court.

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 [ ] 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.

If your Ballot is not received by Hahn Loeser & Parks LLP, 65 East State Street, Suite 1400, Columbus, Ohio 43215, Attn: Ms. Carrie A. Philpot, on or before September 28, 2016 by 5:00 p.m. E.T., unless such deadline is otherwise extended, your vote will not count as either an acceptance or rejection of the Plan.

If the Plan is confirmed by the Bankruptcy Court, then it will be binding on you whether or not you vote.

ACCEPTANCE OR REJECTION OF THE PLAN

The undersigned, the holder of a Class [ ] claim against the Debtor in the unpaid amount of _____ Dollars ($_____),

[ ] ACCEPTS THE PLAN [ ] REJECTS THE PLAN

Dated:_____

_____
Print or type name

_____
Signature

_____
Title (if corporation or partnership)

_____
Address

_____

RETURN THIS COMPLETED BALLOT TO: Hahn Loeser & Parks LLP, 65 East State Street, Suite 1400, Columbus, Ohio 43215, Attn: Ms. Carrie A. Philpot. DO NOT MAIL YOUR BALLOT TO THE BANKRUPTCY COURT OR FILE YOUR BALLOT WITH THE BANKRUPTCY COURT.

EXHIBIT C

In re John Joseph Louis Johnson, III
Bankruptcy Case No. 14-57104
United States Bankruptcy Court
Southern District of Ohio
Columbus Division

Summary of Pending Adversary Proceedings[1]

Adversary Proceeding & (Case Number)	Alleged Creditor Claims	Debtor Claims, Counterclaims and/or Third-Party Claims
Johnson III v. Nat'l Mtg. Resources, Inc., et al. (15-ap-02067)	None	Counts 1 and 2: Breach of Fiduciary Duty Count 3: Request for declaration that alleged loan documents are void as unconscionable. Count 4: Request for injunction prohibiting sale of alleged collateral. Count 5: Request for an accounting. Count 6: Breach of contract. Count 7: Breach of the implied duty of good faith and fair dealing. Count 8: Intentional interference with contractual relations. Count 9: Violation of California Business and Professions Code § 17200, *et seq.*

[1] Summary provided for information purposes only; nothing contained herein is or shall be construed or deemed to be an admission by or on behalf of Debtor or the estate with respect to any right, claim, cause of action, remedy, defense, or otherwise in respect of any of the Adversary Proceedings discussed herein.

Adversary Proceeding & (Case Number)	**Alleged Creditor Claims**	**Debtor Claims, Counterclaims and/or Third-Party Claims**
RFF Family P'Ship., LP v. Johnson III (15-ap-02117)	Count 1: Non-Dischargeability Under Section 523(a)(2) (A) Count 2: Denial of Discharge Under Section 727(a)(4) Count 3: Denial of Discharge Under Section 727(a)(5)	Count 1: Usury under California law. Count 2: Declaration of no contract. Count 3: Violation of California Business and Professions Code. Count 4: Unconscionability.

Adversary Proceeding & (Case Number)	**Alleged Creditor Claims**	**Debtor Claims, Counterclaims and/or Third-Party Claims**
EOT Advisors, LLC v. Johnson III; *Johnson III v. Adam Blum* (15-ap-02108)	**By way of First Amended Complaint [Dkt. No. 14]:** Count 1: Non-Dischargeability Under Section 523(a)(2)(A) Count 2: Non-Dischargeability Under Section 523(a)(2)(B) Count 3: Non-Dischargeability Under Section 523(a)(6)	Count 1: Usury under Texas Finance Code. Count 2: Unconscionability. Count 3: Breach of Contract. Count 4: Violation of Texas Deceptive Trade Practices Act (against EOT and Blum). Count 5: Fraud and Fraudulent Inducement (against EOT and Blum). Count 6: Breach of Fiduciary Duty (against EOT and Blum). Count 7: Disallowance of Claim
Pro Player Funding, LLC v. Johnson III (15-ap-02186)	Count 1: Non-Dischargeability Under Section 523(a)(2)(A) (money obtained by false pretenses, false representation or actual fraud). Count 2: Non-Dischargeability Under Section 523(a)(2)(B) Count 3: Denial of Discharge Under Section 727(a)(5)	**By way of First Amended Counterclaims [Dkt. No. 18]:** Count 1: Usury under California law. Count 2: Declaration of no contract. Count 3: Declaration of no judgment. Count 4: Violation of California Business and Professions Code. Count 5: Unconscionability under California Civil Code. Count 6: Equitable subordination of Pro Player's claim. Count 7: Avoidance and recovery of amounts

Adversary Proceeding & (Case Number)	Alleged Creditor Claims	Debtor Claims, Counterclaims and/or Third-Party Claims
		paid to or garnished by Pro Player. Count 8: Disallowance of claim. **Note: There is a motion for leave to file Second Amended Counterclaims [Dkt. 30]; Second Amended Counterclaims appear at Dkt. 34]**
Cap. Fin. Holdings v. Johnson III; *Johnson III v. Capital Financial Partners, LLC* (15-ap-02107)	Count 1: Non-Dischargeability Under Section 523(a)(2)(A) Count 2: Denial of Discharge Under Section 727(a)(4) Count 3: Denial of Discharge Under Section 727(a)(5)	Counterclaims against Capital Holdings and Third-Party Claims Against Capital Financial Partners as follows: Count 1: Usury under Florida law. Count 2: Disallowance of claims.
Johnson III v. Kristina A. Johnson[2] (16-ap-02052)	None	Count 1: Turnover of 2007 BMW X-5 to the estate. Counts 2 and 3: Request for declaration that defendant has no interest in two (2) 2007 BMW X-5s that are property of the estate.
Johnson III v. CapStar Bank	None	Count 1: Request for declaration that alleged loan documents are void because they were unauthorized. Count 2: Violation of California Business and Professions Code § 17200, *et seq.* Count 3: Request for declaration that alleged loan

[2] Defendant, Kristina A. Johnson, is Debtor's mother.

Adversary Proceeding & (Case Number)	Alleged Creditor Claims	Debtor Claims, Counterclaims and/or Third-Party Claims
		documents are unenforceable due to unconscionability. Count 4: Claim to avoid and recover at least $100,000 in avoidable transfers received by CapStar Bank. Count 5: Disallowance of alleged secured and unsecured claims of CapStar Bank. Count 6: Equitable subordination of alleged secured and unsecured claims of CapStar Bank.
Johnson III v. Rodney Blum (16-ap-02064)	None	Count 1: Request for declaration that alleged loan documents are void because they were unauthorized. Count 2: Request for declaration that alleged loan documents are unenforceable due to unconscionability. Count 3: Claim to avoid and recover at least $1,513,600.17 in avoidable transfers received by Rodney Blum. Count 4: Breach of fiduciary duty. Count 5: Unjust enrichment of Rodney Blum. Count 6: Equitable subordination of alleged claims of Rodney Blum. Count 7: Disallowance of alleged claims of Rodney Blum.

Adversary Proceeding & (Case Number)	**Alleged Creditor Claims**	**Debtor Claims, Counterclaims and/or Third-Party Claims**
Johnson III v. RFF Family Partnership, LP (16-ap-02088)	None	Count 1: Request for declaration that alleged creditor has no security interest in Debtor's earnings/Player Contract.
Johnson III v. EOT Advisors, LLC (16-ap-02099)	None	Count 1: Request for declaration that alleged creditor has no security interest in Debtor's earnings/Player Contract.

EXHIBIT D

EXHIBIT D

Financial Projections for Debtor

2016-2017

Gross Income		
NHL - Blue Jackets		$ 5,000,000.00
Taxes		
Federal		
Federal income tax	$ (1,730,855.00)	
FICA	$ (113,635.85)	
Total Federal	$ (1,844,490.85)	
Local	$ (122,910.00)	
State	$ (267,916.60)	
Total Taxes	$ (2,235,317.45)	$ (2,235,317.45)
Subtotal after taxes, before expenses		*$ 2,764,682.55*
NHL Player Expenses		
Fitness & Training	$ (10,599.52)	
Game Tickets Withheld	$ (5,868.72)	
Meals & Entertainment	$ (4,652.67)	
Misc After Tax Deductions	$ (7,434.75)	
NHL Escrow	$ (850,000.00)	
NHL Union Dues Withheld	$ (5,550.00)	
Per Diem	$ (1,320.00)	
Total NHL Player Expenses	$ (885,425.66)	$ (885,425.66)
Net Income After Taxes and Player Expenses and before Living Expenses and Escrow Rebate (if Any)		**$ 1,879,256.89**

EXHIBIT D

Financial Projections for Debtor

2017-2018

Gross Income		
NHL - Blue Jackets		$ 5,000,000.00
Taxes		
Federal		
Federal income tax	$ (1,730,855.00)	
FICA	$ (113,635.85)	
Total Federal	$ (1,844,490.85)	
Local	$ (122,910.00)	
State	$ (267,916.60)	
Total Taxes	$ (2,235,317.45)	$ (2,235,317.45)
Subtotal after taxes, before expenses		*$ 2,764,682.55*
NHL Player Expenses		
Fitness & Training	$ (10,599.52)	
Game Tickets Withheld	$ (5,868.72)	
Meals & Entertainment	$ (4,652.67)	
Misc After Tax Deductions	$ (7,434.75)	
NHL Escrow	$ (900,000.00)	
NHL Union Dues Withheld	$ (5,550.00)	
Per Diem	$ (1,320.00)	
Total NHL Player Expenses	$ (935,425.66)	$ (935,425.66)
Net Income After Taxes and Player Expenses and before Living Expenses and Escrow Rebate (if Any)		**$ 1,829,256.89**

EXHIBIT E

EXHIBIT E

Liquidation Analysis of Debtor's Estate

Assets Available on Effective Date	Projected Market Value as of Effective Date (Unless Otherwise Noted)	Value in Liquidation	Net Liquidation Value
Effective Date Cash	$ 3,385,419.39	100%	$ 3,385,419.39
Security Deposit for Rental Property held by Jeff Canady	$ 2,000.00	80%	$ 1,600.00
Way-In, Inc. Stock	$ -	80%	$ -
2007 BMW X5[1], VIN: Ending -6763	$ 17,000.00	80%	$ 13,600.00
2007 BMW X5[2], VIN: Ending -4757[3]	$ 13,325.00	80%	$ 10,660.00
2011 Ferrari California, VIN: Ending -0185	$ 125,000.00	80%	$ 100,000.00
CapStar Collateral (2012 BMW X6)	$ 33,500.00	80%	$ 26,800.00
CapStar Adequate Protection Payments	$ 9,382.00	100%	$ 9,382.00
Stratford Real Property Proceeds	$ 400,000.00	80%	$ 320,000.00
Barwis Sale Proceeds	$ 74,125.00	100%	$ 74,125.00
Litigation Claims (Disclosure Statement Exhibit C)	Undetermined	100%	Undetermined
Projected Total	$ 3,985,626.39		**$ 3,941,586.39**
			Plus Undetermined

[1] K. Johnson's name appears on the certificate of title to this vehicle for convenience only. Debtor holds equitable title.
[2] K. Johnson's name appears on the certificate of title to this vehicle for convenience only. Debtor holds equitable title.

[3] The valuation of the automobile takes into account exemption allowance of $3,675 as of the Petition Date. R.C. § 2329

Starting Cash			**$ 3,941,586.39**
			Plus Undetermined
Administrative Expenses of Liquidation			
Trustee's Fees [4]			$ (141,497.59)
Trustee's Professionals' Fees [5]			$ (950,000.00)
Subtotal			$ 2,850,088.80
Projected Secured Claims [6]			
Ferrari	$ (100,000.00)		
2012 BMW X6	$ (26,800.00)		
	$ (126,800.00)	$ (126,800.00)	
Subtotal			$ 2,723,288.80
Administrative Expenses (Chapter 11) [7]			$ (2,100,000.00)
Subtotal			$ 623,288.80
Priority Claims [8]			$ (68,126.17)
Projected Total Available for All Unsecured Creditors			$ 555,162.63
			Plus Undetermined
Pro rata recovery for unsecured creditors based on claims of	**$ 19,552,775.27**		**2.84%**
			Plus Undetermined

[4] Formula per 11 U.S.C. Section 326(a)
[5] Projected fees for chapter 7 trustee to (a) litigate objections and adversary proceedings and (b) administer the case
[6] RFF and EOT assert secured claims of $2,333,074.49 which, if allowed, would eliminate any recovery for unsecured creditors
[7] Estimated accrued and unpaid chapter 11 professional fees as of July 31, 2016
[8] Per Schedules and Proofs of Claim as of July 31, 2016

EXHIBIT F

EXHIBIT F

Voting Amounts

Holder of Lender Claims	Claim Amounts for Voting Purposes Only
Blum, Rodney L.	*
Capital Financial Holdings, LLC	*
Capital Holdings Enterprises, LLC	*
Capstar Bank	*
Cobalt Sports Capital, LLC	626,687.50
EOT Advisors, LLC	226,335.76
Pro Player Funding LLC	701,592.37
RFF Family Partnership, LP	140,750.00

None of the above amounts are binding in any way on any party for any purpose other than the voting on the Plan.

* This amount, when added to the like amounts for the other highlighted Lenders, will total $8,050,196.04.

EXHIBIT G

EXHIBIT G TO DISCLOSURE STATEMENT

PROJECTED SOURCES AND USES OF FUNDS

RECAP OF SOURCES AND USES through April 2018

Projected Sources

	Amount	Reference
Cash	3,559,100.99	Exhibit G-1
Proceeeds from asset sales and dispositions	676,874.44	Exhibit G-2
Net Future Earnings after expenses (2016-17 and 2017-18)	3,216,513.78	Exhibit G-3
(NHL Escrow Rebates are unknown)	0.00	
(Net Future Earnings after April 2018 are unknown)	0.00	
	7,452,489.21	

Projected Uses

	Amount	Reference
Administrative Holdback	(1,600,000.00)	Exhibit G-1
Effective Date Holdback	(1,000,000.00)	Exhibit G-1
Off-season Holdback	(136,332.00)	Exhibit G-4
Net for Lenders	(4,716,157.21)	Exhibit G-5
	(7,452,489.21)	

Exhibit G-1

PROJECTED SOURCES AND USES under Chapter 11 Plan			**BALANCE**
Cash in all DIP Accounts (as of April 30, 2016):			3,559,100.99
- Less Administrative Holdback			(1,600,000.00)
Uses of Administrative Holdback			
(a) Estimated Allowed Admin (except Hahn Loeser)	82,067.00	Exh. G-6(a)	
(b) Estimated Allowed Priority	68,126.17	Exh. G-6(b)	
(c) Estimated UST Fees	6,500.00	Exh. G-6(c)	
(d) Estimated Convenience (Class 6)	3,035.23	Exh. G-6(d)	
(e-1) Projected Unsecured (not Disputed or Convenience) (Class 7)	62,787.38	Exh. G-6(e-1)	
(e-2) Unsecured (Disputed) (Class 7) - Reserve	290,820.00	Exh. G-6(e-2)	
Subtotal before Hahn Loeser	513,335.78		
Estimated Hahn Loeser allowance on requested fees and expenses of $1,762,218.11 (through May 31, 2016)	1,086,664.23	Exh. G-6(f)	
	1,600,000.00		
Effective Date Cash			1,959,100.99
Effecitve Date Holdback (for post-confirmation fees and costs)			(1,000,000.00)
Off-season Holdback (See Exhibit G-4)			(136,332.00)
Effective Date Payment			822,768.99

Exhibit G-2

Projected Proceeds from the Sale or Collection of Assets		
Security Deposit for Rental Property held by Jeff Canady	2,000.00	
Way-In, Inc. Stock	0.00	
2007 BMW X5[1], VIN: Ending -6763	17,000.00	
2007 BMW X5[2], VIN: Ending -4757[3]	13,325.00	
2011 Ferrari California, VIN: Ending -0185	125,000.00	
CapStar Collateral (2012 BMW X6)	35,000.00	
CapStar Adequate Protection Payments	10,424.44	
Stratford Real Property Proceeds	400,000.00	
Barwis Sale Proceeds	74,125.00	
Total Non-exempt Assets	676,874.44	
Total of Effective Date Payment (822,768.99) and Proceeds from Non-exempt assets (678,874.44))		1,499,643.43
USES before Class 5A and Class 5B		
RESERVE for RFF (2011 Ferrari California)		(125,000.00)
TO Class 1: CapStar: Collateral (2012 BMW X6)		(35,000.00)
TO Class 1: CapStar: Adequate Protection Payments		(10,424.44)
TO Class 2: EOT (unless EOT is secured)		0.00
TO Class 3: RFF (unless RFF is secured)		0.00
TO Class 4: TCF		0.00
Projected Net Available - after all Classes except Classes 5A and 5B		1,329,218.99
Class 5A Distribution to Blum, Capital Financial, Capital Holdings and Capstar	(736,777.35)	55.4293%
Class 5B Escrow (from Projected Net Available)	(592,441.64)	44.5707%
	(1,329,218.99)	

Exhibit G-3(a)

Calculation of Net Player Contract Earnings Share (2016-17)

Gross Income		5,000,000.00	
Taxes			
Federal income tax	(1,730,855.00)		
FICA	(113,635.85)		
Total Federal	(1,844,490.85)		
Local	(122,910.00)		
State	(267,916.60)		
Total Taxes	(2,235,317.45)	(2,235,317.45)	
Subtotal after taxes, before expenses		*2,764,682.55*	
NHL Player Expenses			
Fitness & Training	(10,599.52)		
Game Tickets Withheld	(5,868.72)		
Meals & Entertainment	(4,652.67)		
Misc After Tax Deductions	(7,434.75)		
NHL Escrow @17% of Gross Income	(850,000.00)		See Exhibit G-3(b)
NHL Union Dues Withheld	(5,550.00)		
Per Diem	(1,320.00)		
Total NHL Player Expenses	(885,425.66)	(885,425.66)	
Player Contract Earnings		1,879,256.89	
Living Expenses (Nov. 2016 - Oct. 2017)	100%	(240,000.00)	
Net Player Contract Earnings (NHL Escrow Rebates are unknown)		1,639,256.89	
Net Player Contract Earnings Share (2016-17)		**(1,600,000.00)**	See Exhibit G-3(b)
For Estate, including future admin. expenses (Carried forward to 2017-18, Exhibit G-3(c))		39,256.89	See Exhibit G-3(c)

Exhibit G-3(b)

Allolcation of Net Player Contract Earnings Share (2016-17)

Net Player Contract Earnings Share (2016-17) (NHL Escrow Rebates are unknown)		1,600,000.00	See Exhibit G-3(a)
Uses of Net Player Contract Earnings Share (2016-17)			
Class 5A Distribution to Blum, Capital Financial, Capital Holdings and Capstar		(886,869.48)	55.4293%
Class 5B Escrow		(713,130.52)	44.5707%
		(1,600,000.00)	

Calculation of NHL Escrow (2016-17)

Gross wages		5,000,000.00
Projected Percentage of Gross Wages to be paid into NHL Escrow	17.00%	
Projected amount withheld and paid into NHL Escrow (2016-17)		850,000.00

Calculation of NHL Escrow Rebate (2016-17)

Projected amount withheld and paid into NHL Escrow (2016-17)	850,000.00
Projected Percentage of NHL Escrow to be rebated after taxes and withholdings	3.76%
Projected NHL Escrow Rebate (for 2016-17 season, projected to be payable in 2019)	31,960.00

Exhibit G-3(c)

Calculation of Net Player Contract Earnings Share (2017-18)

Gross Income		5,000,000.00	
Taxes			
Federal income tax	(1,730,855.00)		
FICA	(113,635.85)		
Total Federal	(1,844,490.85)		
Local	(122,910.00)		
State	(267,916.60)		
Total Taxes	(2,235,317.45)	(2,235,317.45)	
Subtotal after taxes, before expenses		*2,764,682.55*	
NHL Player Expenses			
Fitness & Training	(10,599.52)		
Game Tickets Withheld	(5,868.72)		
Meals & Entertainment	(4,652.67)		
Misc After Tax Deductions	(7,434.75)		
NHL Escrow @17% of Gross Income	(900,000.00)		See Exhibit G-3(d)
NHL Union Dues Withheld	(5,550.00)		
Per Diem	(1,320.00)		
Total NHL Player Expenses	(935,425.66)	(935,425.66)	
Player Contract Earnings		1,829,256.89	
Estate (from 2016-17)		39,256.89	See Exhibit G-3(a)
Living Expenses (Nov. 2017 - Oct. 2018)	105%	(252,000.00)	
Net Player Contract Earnings (NHL Escrow Rebates are unknown)		1,616,513.78	
Net Player Contract Earnings Share (2017-18)		**(1,600,000.00)**	See Exhibit G-3(d)
For Estate, including future admin. expenses		16,513.78	See Exhibit G-5

Exhibit G-3(d)

Allolcation of Net Player Contract Earnings Share (2017-18)

Net Player Contract Earnings Share (2017-18) (NHL Escrow Rebates are unknown)		1,600,000.00	See Exhibit G-3(c)
Uses of Net Player Contract Earnings Share (2017-18)			
Class 5A Distribution to Blum, Capital Financial, Capital Holdings and Capstar		(886,869.48)	55.4293%
Class 5B Escrow		(713,130.52)	44.5707%
		(1,600,000.00)	

Calculation of NHL Escrow (2017-18)

Gross wages		5,000,000.00
Projected Percentage of Gross Wages to be paid into NHL Escrow	18.00%	
Projected amount withheld and paid into NHL Escrow (2017-18)		900,000.00

Calculation of NHL Escrow Rebate (2017-18)

Projected amount withheld and paid into NHL Escrow (2017-18)	900,000.00
Projected Percentage of NHL Escrow to be rebated after taxes and withholdings	3.76%
Projected NHL Escrow Rebate (for 2017-18 season, projected to be payable in 2020)	33,840.00

Exhibit G-4

"Off-season Holdback"

Budget Per Month	16,230.00
Budget Per Month (Including 5% Variance permitted under Budget)	17,041.50
"Off-season Holdback" for Eight Months (March - October 2016)	136,332.00

Exhibit G-5

Net for Lenders

To CapStar and reserve for RFF (Exhibt G-2)		170,424.44
Uses of Projected Net Available - After all Classes Except Classes 5A and 5B		1,329,218.99
Class 5A Distribution to Blum, Capital Financial, Capital Holdings and Capstar	(736,777.35)	55.4293%
Class 5B Escrow (from Net Available)	(592,441.64)	44.5707%
	1,329,218.99	
Net Player Contract Earnings Share (2016-17)		1,600,000.00
Uses of Net Player Contract Earnings Share (2016-17)		
Class 5A Distribution to Blum, Capital Financial, Capital Holdings and Capstar	(886,869.48)	55.4293%
Class 5B Escrow	(713,130.52)	44.5707%
	1,600,000.00	
Net Player Contract Earnings Share (2017-18)		1,600,000.00
Uses of Net Player Contract Earnings Share (2017-18)		
Class 5A Distribution to Blum, Capital Financial, Capital Holdings and Capstar	(886,869.48)	55.4293%
Class 5B Escrow	(713,130.52)	44.5707%
	1,600,000.00	
Estate (as of April 2018, if not required for admin. expenses)		16,513.78
Uses of Estate		
Class 5A Distribution to Blum, Capital Financial, Capital Holdings and Capstar	(9,153.48)	55.4293%
Class 5B Escrow	(7,360.30)	44.5707%
	16,513.78	
Total to Lender Claims (Classes 1, 2, 3, 5A and 5B)		4,716,160.21

Exhibit G-6(a)

(a) Estimated Allowed Admin (except Hahn Loeser)	
Koorenny & Teitelbaum LLP	15,000.00
Nesser Consulting Group, Ltd.	5,000.00
Stout Risius Ross, Inc.	52,067.00
TriStar Sports & Entertainment	10,000.00
	82,067.00

Exhibit G-6(b)

(b) Estimated Allowed Priority		
3	Franchise Tax Board (CA)	6,784.70
4	Dept of Treasury (MO)	0.00
6	State of NJ	1,029.82
7	State of NJ	2,471.06
8	Manhattan Village HOA	2,923.98
9	Manhattan Village HOA	37,070.98
26	State of Michigan	17,845.63
		68,126.17

Exhibit G-6(c)

(c) Estimated UST Fees	
For Projected distribution of $1,000,000 to $2,000,000	6,500.00

Exhibit G-6(d)

(d) Estimated Convenience (Class 6)		
	City of Manahattan Beach	475.00
	Keller, Turner & Roth	240.00
	University of Michigan	790.00
	US Storage Centers-South Bay	540.50
1	Southern California Edison Company	93.46
13	American InfoSource (DIRECTV, LLC)	896.27
		3,035.23

Exhibit G-6(e-1)

(e-1) Unsecured (not Disputed or Convenience) (Class 7)		
	BVA Group	1,978.00
	Erin & Jeff Canady	2,000.00
	Rebecca Rakenski	23,000.00
2	Michael & Michelle Traylor	10,000.00
10	Roger & Amy Schaefer	79,550.00
11	Gardner Haas PLLC	20,992.69
16	Levy, Small & Lallas	15,454.66
23	McDonald Carano	26,417.15
		179,392.50
	At 35% =	62,787.38

Exhibit G-6(e-2)

(e-2) Unsecured (Disputed) (Class 7)

18	National Mortgage Resources, Inc.	TBD	Disputed
19	Francis Garey	2,947,000.00	Disputed
20	FJ Group	1,578,750.00	Disputed
27	Frank Khulusi	321,250.00	Disputed
		4,847,000.00	
	Reserve for Contingency @ 6%	290,820.00	

Exhibit G-6(f)

Hahn Loeser Unpaid Fees	(Through 5/31/16)		
First Interim Fee Application			Oct. 2014 - May 2015
Fees	425,234.78		
Costs	9,902.49		
Total	435,137.27	435,137.27	
Second Interim Fee Application			June 2015 - Sept. 2015
Fees	559,864.57		
Costs	31,915.56		
Total	591,780.13	591,780.13	
Third Interim Fee Application			Oct. 2015 - Jan. 2016
Fees	249,006.15		
Costs	3,776.78		
Total	252,782.93	252,782.93	
Fourth Interim Fee Application (not yet filed)			Feb. 2016 - May 2016
Fees	478,096.29		
Costs	4,421.49		
Total	482,517.78	482,517.78	
Total Unpaid through 5/31/2016		1,762,218.11	

EXHIBIT H

Schedule B – Line 21
Potential Claims (or Counterclaims)

Potential Defendant(s)	Basis for Claims Against Potential Defendant(s)
Blum, Rodney L. Breen, Chad M. Breen Financial Services, Inc.	The parents of Debtor John Joseph Louis Johnson III ("Johnson" or "Debtor"), John Joseph Louis Johnson II and Kristina ("Tina") A. Johnson (collectively, the "Johnsons" or "parents"), were initially referred to a financial advisor in Dubuque, Iowa by their accountant. This particular advisor, Chad M. Breen ("Mr. Breen") and/or his company Breen Financial Services, Inc. ("Breen, Inc." and collectively with Mr. Breen, "Breen"), arranged a loan[1] from Rodney L. Blum ("Blum"), then a prominent businessman in Dubuque, Iowa. Blum is now a sitting Congressman from Iowa who, upon information and belief, also used Breen as a financial advisor. Congressman Blum, at the urging of Breen, who represented both parties to the transaction, allegedly loaned Johnson, by and through his parents, $2 Million. The stated business purpose of the loan in the original Promissory Note was for life and disability insurance with the remainder to be "exclusively" invested by Breen, but not a single dollar can be identified as going towards insurance or investment. Instead, it appears that this was the start of the monetization process. Contrary to Blum's contention in his claim, Johnson was not represented by counsel in this transaction. Indeed, by requiring Johnson to use Breen as his financial advisor and making the loan contingent upon the same, Blum was acting as a fiduciary to Johnson. Blum breached his fiduciary obligations to Johnson by contractually requiring Johnson to use his own financial advisor who was protecting only the interests of Blum. Requiring Johnson to give Breen exclusive control over the loaned proceeds was, in and of itself, a breach of his fiduciary obligations. Moreover, the terms of Blum's loan required Johnson to pay back more than his cash flow would support. The loan obligated Johnson to pay $62,673.00 per month, even when he was not receiving his pay at that time, as NHL Player Contracts do not provide for regular payments in the off-season. To make matters worse, Breen allowed Johnson's parents to direct where the loan proceeds went. The

[1] The use of the term "loan" in this Addendum is a matter of convenience and not an admission of any kind. As used herein, "loan" means a claimant asserts that funds were advanced. The defenses to the "loans" and/or the claims against the claimants will be described briefly in the section describing each "loan". Similarly, Debtor makes no admission by use of terms herein such as "claim", "lien" or "creditor".

	terms imposed by Blum were pre-ordained to place Debtor in default, impose a default rate of interest, and cause the loan to be unnecessarily accelerated. When the loan went into default, a loan modification agreement replaced the original loan requiring a confession of judgment, an automatic payroll deduction and directing that any monies from a projected tax refund go first to pay the financial advisor, Breen. When Johnson's parents failed to make a payment, a confession of judgment was filed. At that time, Blum had collected $968,943.80. After Blum obtained the judgment, and collected another $50,000 to bring his receipts to $1,108,943.80, he sought garnishments. Through garnishments he seized an additional $493,054.20 during the 2013-14 season, and $1,602.17 after the season. All of these sums, a total of $1,513,600.17, are avoidable. <u>Potential claims include</u>: Breach of Fiduciary Duty Equitable Subordination Avoidable Transfers
Capital Financial Holdings, LLC/ Capital Financial Partners, LLC Leon McKenzie Maurice Taylor	In July 2012, loan brokers lead Debtor's parents to three (3) more loans in the amount of $250,000, $10,000 and $150,000 totaling $410,000 from a new lender, Capital Financial Holdings, LLC and Capital Financial Partners, LLC (together, "Capital Financial"). Just like the other transactions, brokers Leon McKenzie and Maurice Taylor introduced the Johnson parents to Capital Financial. The Notes all had high interest rates and short maturity dates. When annualized, the rate of interest for each Note exceeded the standard for criminal usury in the State of Florida which governed these particular Notes. In February 2013, Capital Financial filed a complaint in a Florida state court based on the alleged default under the separate promissory notes. This lawsuit was ultimately settled at the direction of the Johnson parents. However, it is inescapable that the usurious interest was rolled up into a new Note with Capital Financial loaning an additional $500,000 of new money on loans that were already in default. This increased the new Note that absorbed the prior usurious interest and balances from $1.4 Million to $3.4 Million. Incorporating these interest rates makes the loans at issue usurious and unenforceable, as it is criminal usury under

	Florida law. The Securities and Exchange Commission (SEC) has filed a Complaint in Massachusetts Federal Court premised on Capital Financial and/or its principals of modifying the claimed $3.4 Million loan to a $5.6 Million loan and misrepresenting to investors that the loan is in compliance. It is unclear whether Capital Financial is lying to investors or this Court. Potential claims include: Usury Fraud Breach of Fiduciary Duty Equitable Subordination Avoidable Transfers
Capital Holdings Enterprises, LLC Leon McKenzie Charles Martin Rodrick Martin One Source Enterprises, LLC Pinnacle Solutions Enterprises, LLC	Capital Holdings Enterprises LLC ("Capital Enterprises") is in this case because it purchased the paper for a purported $2 Million loan from Pinnacle Solutions Enterprises, Inc., a Georgia Corporation doing business in Nevada, which in turn had purchased the paper from One Source Enterprises, LLC, that provided a loan on February 10, 2012 for $500,000 and another on March 12, 2012 for $480,000, together totaling $980,000 in principal. However, when the Notes were consolidated, the amount more than doubled to $2,000,000. Capital Enterprises makes a claim that $1,020,000 in interest accrued in less than five (5) months. This amounts to unenforceable interest rates (e.g., $500,000 note charged default interest of 10% *per month* (and not per annum.)) A common thread throughout these transactions for Capital Enterprises is Charles Martin. Interestingly, Martin also incorporated the limited liability company, Johnson MVP Sports, LLC, a Georgia company. This is the same entity that Cobalt, another claimant, provided a loan of $1 Million in December 2011. Debtor has no knowledge of this loan nor is he familiar or associated with the Georgia entity, Team Johnson, LLC, that is the purported borrower. This purported $2 Million loan from Capital Enterprises had a term of thirty-three (33) days and was fraudulently manufactured. Johnson did not sign the Note at issue and has no knowledge of receiving $2 Million from Capital Enterprises. As described above, Capital Enterprises was assigned the Note in exchange for over $2.5 Million.

	Potential claims include: Fraud Breach of Fiduciary Duty Usury Equitable Subordination Avoidable Transfers
CapStar Bank Leon McKenzie	CapStar Bank ("CapStar") was introduced by a broker, Leon McKenzie, working with the Debtor's parents. As set forth in Debtor's objection to CapStar's motion for relief from stay [Dkt. No. 161] (the "CapStar Objection"), the record is clear that the broker submitted certain loan applications and documents that this Debtor did not sign. (CapStar Obj. at 2-4.) Potential claims include: Fraud Breach of Fiduciary Duty Equitable Subordination Avoidable Transfers
Cobalt Sports Capital, LLC Charles Martin Leon McKenzie	Cobalt's unsecured loans are unenforceable. Leon McKenzie and Charles Martin ("Martin") again functioned as brokers for Debtor's parents. Martin formed Johnson MVP Sports, LLC (a Georgia limited liability company) for the purpose of borrowing money–an entity in which Debtor had no involvement and no knowledge. Debtor was not the borrower on the Cobalt loans, but was the purported guarantor. Debtor was allegedly a guarantor on the so-called loan without having control over the funds, use of the funds or receiving any benefit from such funds. Absent any identifiable consideration for Debtor's guaranty, Cobalt's guarantee is unenforceable as a matter of law. Most important, and should not be missed, is the fact that Debtor never signed any of the alleged Cobalt loan documents and he has no knowledge of receiving any loan proceeds. Potential claims include: Fraud Breach of Fiduciary Duty Equitable Subordination Avoidable Transfers

EOT Advisors, LLC Maurice Taylor	In September 2013, Debtor's parents were again brought by a broker, Maurice Taylor, to EOT Advisors, LLC ("EOT") to secure yet another loan for $400,000 in Debtor's name from EOT. With full knowledge regarding Johnson's financial status, including his inability to service the additional debt, EOT and its principals lured Johnson—through his mother—into executing a promissory note for $400,000. Even more disturbing, and perhaps foreshadowing its intent, EOT, without having any substantive conversations with Johnson or explaining the note or the obligations therein, had his mother agree to pledge Johnson's entire multi-million dollar NHL player contract as collateral with false representations regarding Johnson's ability to repay and the loan being in his best interests. Johnson was never presented with or saw complete loan documents before they were signed, was never consulted personally about the loan, does not know whether he saw a penny of the proceeds, and has no basis to believe that any proceeds were even distributed. Further, to make matters even worse, the amount of interest Johnson has actually been charged on the loan is well in excess of the alleged contractual rate and the maximum permitted by Texas usury laws—a remarkable seventy percent (70%). EOT's calculation of interest has been all over the board. In a lawsuit filed in Texas to collect on their alleged loan, EOT asserted it was owed $544,000 in principal and interest. In a subsequent summary judgment motion, the amount was revised to a claim of $490,000. Now, in a transparent to avoid claims of usury, EOT has reduced the amount purportedly due and owing to $399,000. This does not however include their $175,000 in alleged attorneys' fees that they are seeking in this case. Prior to filing the Petition herein, EOT was asked to meet with all claimants and Debtor in an effort to work together to find a resolution. EOT was one of the parties that refused to meet, instead advising that "they would take their chances in bankruptcy." <u>Potential claims include</u>: Fraud Breach of Fiduciary Duty Usury Equitable Subordination Avoidable Transfers

Kingspoke Funding, L.P. Leon McKenzie Rodrick L. Martin	Kingspoke was introduced by broker, Leon McKenzie, and seemingly made a loan to an entity controlled by the broker and/or Debtor's parents. Debtor purportedly only guaranteed the loan with no identifiable consideration. Kingspoke Fund, L.P. (a claimant with a $500,000 promissory note that elected not to file a proof of claim) and Cobalt each hold paper under which "Johnson MVP Sports, LLC" - an entity in which Debtor had no involvement and no knowledge - is purportedly obligated. Kingspoke never filed a proof of claim. <u>Potential claims include</u>: Fraud Breach of Fiduciary Duty Equitable Subordination Avoidable Transfers
The Brewer Group	Debtor's parents arranged for loans from The Brewer Group. It appears that at the time of Johnson's bankruptcy filing, The Brewer Group may have been owed $70,000. The Brewer Group never filed a proof of claim. <u>Potential claims include</u>: Avoidable Transfers
Pro Player Funding LLC	The Johnsons were brought to Pro Player by a broker. Pro Player lent money at arguably usurious rates. When Pro Player declared a default, it obtained a judgment by confession against Debtor, even though it presented an affidavit that another party was the holder of the note. In April 2013, Pro Player reached a "settlement" with Debtor which somehow resulted in the amount owed increasing by nearly 35% - from the May 2012 judgment amount of $3,022,733.39 to a "settlement" amount of $4,072,008.36. Pro Player later filed a satisfaction of its judgment, but simultaneously compelled Debtor to permit garnishments of his wages far in excess of the 25% legal limit, which led to Pro Player garnishing over $120,000 a month, totaling at least $1,025,000 during the 2013-14 season, which sums are avoidable.

	Potential claims include: Fraud Usury Equitable Subordination Avoidable Transfers
Frances Garey **FJ Group** **MDG Enterprises, Inc.** **Allen Unruh** **Shane Holmes**	Prior to the bankruptcy filing, Debtor was unaware of the existence of Frances Garey or any entity known as FJ Group, LLC or MDG Enterprises, Inc. In or about November 2014, representatives of Frances Garey advised Debtor's counsel about agreements purportedly entered into with Ms. Garey with regard to loans to purchase two investment properties: (a) a condominium in Sunset Beach California owned by an entity she controls known as FJ Group, LLC (the "Condo"), and (b) a hotel in Hot Springs, Arkansas owned by an entity she controlled known as MDG Enterprises, Inc. (the "Hotel"). Ms. Garey filed a proof of claim for $2,947,000 on a business loan related to Hotel and FJ Group, LLC and filed a proof of claim for $1,578,750 on a business loan to purchase the Condo. Prior to the inquiry in November 2014, Debtor had had no contact with Ms. Garey, any entity known as FJ Group, LLC or MDG Enterprises, Inc. or any agent related to any of them. Representatives of Ms. Garey informed Debtor that Allen Unruh and Shane Holmes had purportedly presented themselves as agents for Johnson. Johnson has never met with, worked with and has no knowledge of Allen Unruh or Shane Holmes. Johnson did not sign any of the documents related to the Condo or the Hotel, both of which purport to bear his signature making Debtor financially responsible while the assets are placed in entities purportedly controlled by his parents. In May 2015, representatives of Ms. Garey advised that following the filing of the petition herein, Johnson's father signed documents recorded with the Missouri Secretary of State asserting control over MDG Enterprises, Inc. Johnson has no knowledge of any such matters or the events described herein. Potential claims include: Fraud Breach of Fiduciary Duty Equitable Subordination Avoidable Transfers

RFF Family Partnership, LP Maurice Taylor	In August 2013, Debtor's parents were again brought by a broker to incur an additional loan of $175,000 from RFF. Negotiations for the loan were only with Debtor's parents. Between August and October 2013 two additional loans were made by RFF although the first loan was already in default. These loans were a $600,000 loan to Debtor and his mother and then another in the amount of $1,862,500 (only $1,407,500 was purportedly loaned) that added a corporate entity, Team Johnson LLC, and Debtor's father as Makers. The final loan was again identified for a business purpose and made purportedly to pay off another lender, EOT, and $712,500 for RFF's prior principal and interest from the previous loans. Remarkably, RFF's loans had effective interest rates of 166%, 138% and 42.58%. For this reason alone there are legitimate defenses to paying the usurious loans herein. RFF also served as a fiduciary by requiring the Johnsons to take this last loan and requiring him to invest in an off-shore investment with a financial consultant that has since been indicted. RFF made it such that the broker, Maurice Taylor and RFF were the only authorized signatures on Johnson's account with Chase Bank. RFF conducted the due diligence on the off-shore investment and failed to advise the Johnsons that the joint venture to which they sent the loan proceeds was a scam with the investment's principal now in jail. Potential claims include: Fraud Breach of Fiduciary Duty Usury Equitable Subordination Avoidable Transfers
National Mortgage Resources, Inc. Steve Miller CYA Sports Management Simon Vo	Claims are pending in Adversary Proceeding No. 2:14-ap-2067-JEH This loan was incurred for the stated purpose of purchasing investment property, a house in Manhattan Beach. Although fully secured by real estate, the loan purported to be secured by the NHL Player Contract. In this instance, the original loan was closed with a special power of attorney with all documents signed by Kristina Johnson as attorney-in-fact with the Debtor unknowingly assuming all financial obligations. The loan, on its face, was hastily prepared and originated from National Mortgage Resources, Inc. ("NMR"). The non-traditional loan was a five (5) year fully amortizing mortgage loan with

	incredibly aggressive payment terms. The NMR loan was not structured to fit the schedule on which Debtor was paid under his NHL Player Contract. To the contrary, the loans were structured to make it impossible to avoid default which ultimately occurred. What is odd in this circumstance is that after an immediate default the loan was modified on several occasions to provide the Johnsons more money while still in default. One of the modifications identifies an obligation of Debtor to pay a loan to CYA Sports Management ("CYA") in the amount of $240,000. Shamefully, CYA and its principal, Simon Vo, was the Debtor's purported business agent (and fiduciary) at the time. Remarkably, there is no written loan agreement or any evidence of the same, yet NMR ensured payment in a loan modification and, in fact, later paid the purported loan off after a judicial foreclosure. The NMR mortgage is the subject of prepetition litigation commenced by Debtor, which has been removed and transferred to the bankruptcy court.[2] Since the commencement of the lawsuit, NMR has recovered $1,692,258.14 from the sale at foreclosure of the Manhattan Beach property – after having already collected $1,535,031 prior to the sale. NMR receiving over $3.2 Million on a $1.5 Million loan is emblematic of the issues in this case. Claims against NMR include breach of fiduciary duty, unconscionability, violation of California's unfair competition law (Bus. & Prof. Code § 17200 *et seq.*), and fraud, among others. Shortly before the bankruptcy filing, the Manhattan Beach house his parents purchased with Debtor's money was sold, paying NMR and CYA in full. Potential claims include: Fraud Breach of Fiduciary Duty Usury Equitable Subordination Preferential Transfers Avoidable Transfers

[2] The litigation presently is pending as *Johnson v. National Mortgage Resources, Inc., et al.*, Adversary Proceeding No. 2:15-ap-2067 and a motion for leave to amend the Complaint to address new claims is anticipated to be filed herein.

John Joseph Louis Johnson, II and Kristina A. ("Tina") Johnson	From the time he was in high school through approximately July 2014, Debtor's parents, John Joseph Louis Johnson II and Kristina ("Tina") A. Johnson, (collectively, the "Johnsons") managed Debtor's finances. From time to time, Debtor's parents established bank accounts for Debtor, but one or both parents were always signatories on the accounts and had full access to the funds in such accounts. Further, the monthly bank statements for the accounts were delivered to Debtor's parents, not Debtor. Debtor never received any financial reporting from any lender or bank. After Johnson signed his current Player Contract, Johnson's parents were approached by various brokers and lenders looking to "help monetize" the Player Contract. It was explained to the Johnsons that the money in the contract was better put to use for their benefit than to accrue for the benefit of others, as it was scheduled to be paid out over time. The parents were advised and undertook to "monetize" the contract. Accordingly, Debtor's parents arranged approximately twenty-eight loans and/or modifications, for perhaps as much as $22 Million in the aggregate. During this period, Debtor did not receive any financial statements from his parents and was not informed by them that there were any financial difficulties. The Johnsons' naiveté, inexperience, and downright negligence contributed to significant losses and Debtor's finances spiraling out of control. Not one of the claimants has alleged that Debtor was a recipient of property as the result of being an active participant in any of the conduct of his parents or other advisors about which they complain. Not one of the claimants has alleged that Debtor transferred any property with the purpose or effect of placing assets beyond their reach. Notwithstanding the foregoing, the Johnsons have limited to no assets and have advised that they are considering filing for bankruptcy. Potential claims include: Negligence Avoidable Transfers

EXHIBIT I

EXHIBIT I page 1 of 3

			Class 5A Unsecured POC Amounts	Cobalt Unsecured POC Amount	EOT Unsecured POC Amount	Pro Player Unsecured POC Amount	RFF Unsecured POC Amount	Cobalt + EOT+ Pro Player + RFF POC Amounts	All 8 POC Amounts
			8,050,196.04	1,299,627.00	632,672.30	2,840,450.01	1,700,402.19	6,473,151.50	14,523,347.54
Plan Provision	***Source of Funds for Distribution or Escrow Through April 2018***		For CapStar Secured	For RFF Secured	Distribution to Class 5A Unsecured	Escrow For Cobalt Unsecured	Escrow For EOT Unsecured	Escrow For Pro Player Unsecured	Escrow For RFF Unsecured	Cobalt + EOT+ Pro Player + RFF Escrow	All 8
	Beginning cash (Effective Date Cash plus Non-Exempt Assets Proceeds less Administrative Holdback, Effective Date Holdback and Off-season Holdback)	1,499,643.43			55.4293%	8.9485%	4.3562%	19.5578%	11.7081%	44.5707%	100.0000%
	Uses of Proceeds from Certain Assets										
	To CapStar and reserve for RFF (Exhibt G-2)	(170,424.44)	45,424.44	125,000.00	0.00	0.00	0.00	0.00	0.00		170,424.44
	Uses of Projected Net Available - After all Classes	1,329,218.99									
8.03(a) & (f)	Except Classes 5A and 5B		0.00	0.00	736,777.35	118,945.64	57,904.01	259,966.24	155,625.75	592,441.64	1,329,218.99
	Class 5A Distribution to Blum, Capital Financial, Capital Holdings and Capstar	(736,777.35)									
	Class 5B Escrow (from Net Available)	(592,441.64)									
		1,329,218.99									
8.03(b)	Net Player Contract Earnings Share (2016-17)	1,600,000.00	0.00	0.00	886,869.48	143,176.58	69,699.89	312,925.10	187,328.95	713,130.52	1,600,000.00
	Uses of Net Player Contract Earnings Share (2016-17)										
	Class 5A Distribution to Blum, Capital Financial, Capital Holdings and Capstar	(886,869.48)									
	Class 5B Escrow	(713,130.52)									
		1,600,000.00									
	(continued below)										

(continued from above)

		EXHIBIT I page 2 of 3			Class 5A Unsecured POC Amounts	Cobalt Unsecured POC Amount	EOT Unsecured POC Amount	Pro Player Unsecured POC Amount	RFF Unsecured POC Amount	Cobalt + EOT+ Pro Player + RFF POC Amounts	All 8 POC Amounts
	Net Player Contract Earnings Share (2017-18)	1,600,000.00	0.00	0.00	886,869.48	143,176.58	69,699.89	312,925.10	187,328.95	713,130.52	1,600,000.00
	Uses of Net Player Contract Earnings Share (2017-18)										
	Class 5A Distribution to Blum, Capital Financial, Capital Holdings and Capstar	(886,869.48)									
	Class 5B Escrow	(713,130.52)									
		1,600,000.00									
	Estate (as of April 2018, if not required for admin. expenses)	16,513.78	0.00	0.00	9,153.48	1,477.74	719.38	3,229.74	1,933.44	7,360.30	16,513.78
	Uses of Estate										
	Class 5A Distribution to Blum, Capital Financial, Capital Holdings and Capstar	(9,153.48)									
	Class 5B Escrow	(7,360.30)									
		16,513.78									
8.03(a) & (f) plus 8.03(b)	Subtotal through April 2018 for Lender Claims (Classes 1, 2, 3, 5A and 5B)	4,716,157.21	45,424.44	125,000.00	2,519,669.78	406,776.54	198,023.16	889,046.18	532,217.10	2,026,062.99	4,716,157.21
					55.4293%	8.9485%	4.3562%	19.5578%	11.7081%		
	Source of Funds for Distribution or Escrow Through April 2018				Distribution to Class 5A Unsecured	Escrow For Cobalt Unsecured	Escrow For EOT Unsecured	Escrow For Pro Player Unsecured	Escrow For RFF Unsecured		

Plan Provision	*Source of Funds for Distribution or Escrow After April 2018*	For CapStar Secured	For RFF Secured	Distribution to Class 5A Unsecured	Escrow For Cobalt Unsecured	Escrow For EOT Unsecured	Escrow For Pro Player Unsecured	Escrow For RFF Unsecured	Cobalt + EOT+ Pro Player + RFF Escrow	All 8
				55.4293%	8.9485%	4.3562%	19.5578%	11.7081%	44.5707%	100.0000%
[1]	Future Payment (as defined within the definintion of "Class 5A Amount"			[2]	0.0000%	0.0000%	0.0000%	0.0000%	0.0000%	100.0000%
8.03(c)	Net Future Earnings Share									
[3]	Until Class 5A has received $2,817,568.61			55.4293%	8.9485%	4.3562%	19.5578%	11.7081%		100.0000%
[4]	After Class 5A has received $2,817,568.61				20.0772%	9.7738%	43.8805%	26.2685%	100.0000%	
8.03(d)	NHL Escrow Rebate									
[3]	Until Class 5A has received $2,817,568.61			55.4293%	8.9485%	4.3562%	19.5578%	11.7081%		100.0000%
[4]	After Class 5A has received $2,817,568.61				20.0772%	9.7738%	43.8805%	26.2685%	100.0000%	
8.03(e)	Creditor Trust Rebates									
[3]	Until Class 5A has received $2,817,568.61			55.4293%	8.9485%	4.3562%	19.5578%	11.7081%		100.0000%
[4]	After Class 5A has received $2,817,568.61				20.0772%	9.7738%	43.8805%	26.2685%	100.0000%	
8.03(g)	Residual Holdback, Rebate and Retained Litigation Claim Proceeds									
[3]	Until Class 5A has received $2,817,568.61			55.4293%	8.9485%	4.3562%	19.5578%	11.7081%		100.0000%
[4]	After Class 5A has received $2,817,568.61				20.0772%	9.7738%	43.8805%	26.2685%	100.0000%	

[1] See definintion of "Class 5A Amout", Plan at pp. 3 - 4.

[2] Future Payment formula provides that the Future Payment, if any, is payable only to Class 5A, not to any other Class.

[3] The Section 8.03 formula for this payment provides that this payment, if any, is payable to both Class 5B & 5A until Class 5A has received $2,817,568.61.

[4] The Section 8.03 formula for this payment provides that this payment, if any, is payable only to Class 5B after Class 5A has received $2,817,568.61.