

(Chapter 7) net value of its principal assets is so small as to offer the potential of only a minimal recovery to creditors. The Debtor believes that a Chapter 11 reorganization will allow a more substantial recovery to creditors.

ADEQUATE INFORMATION

A Disclosure Statement should contain adequate information to allow creditors to make an informed decision as to whether the confirmation of the Plan is in their best interest. The Disclosure Statement should be meaningful and easily understood. While circumstances will vary widely from one Chapter 11 case to the next, and, therefore, the parameters of “adequate information” may also vary, the following information is considered to be critical to an evaluation of the adequacy of a Disclosure Statement.

1. The necessary financial information, data and projections relevant to the creditors’ decision to accept or reject the Plan.
2. The assets and liabilities of the Debtor-in-Possession. Provide current balance sheet information and the source of appraisal values.
3. The events leading to the filing of the petition and the financial difficulties of the Debtor.
4. The operating condition and success of the Debtor while in Chapter 11.
5. An estimate of the return to creditors under a Chapter 7 liquidation (brief liquidation analysis).
6. A list of all claims against the Debtor, if practicable, showing the claims to which objections are anticipated and the reasons for the objections. A list of claims to be recognized under the Plan.
7. A statement regarding the Debtors compliance with all responsibilities to file tax returns and pay taxes due both pre and post-petition.
8. An analysis of the potential tax consequences to the Debtor and other parties in interest resulting from the Plan.
9. The parties responsible for the future management of the Debtor (controlling persons), and the rate or amount of compensation to be paid for their services.
10. A detailed estimate of the administrative expenses contemplated under the Plan, including, but not limited to, attorneys’ fees, accountants’ fees and other professional fees and expenses. This includes quarterly fees to the United States Trustee.
11. The estimated collectability of the Debtors accounts receivables.
12. The risks posed to creditors under the Plan.
13. An analysis of potential preferential or otherwise voidable transfers and the Debtors plan if any to pursue such recoveries.
14. Anticipated future litigation (bankruptcy and non-bankruptcy context) and the estimated costs and source of revenue to fund such litigation.
15. A statement that the Plan represents a legally binding arrangement, and should be read in its entirety as opposed to relying on the summary in the Disclosure Statement.
16. The impaired classes under the Plan. Include a layman’s definition of impairment.
17. A statement that approval of the Disclosure Statement by the bankruptcy court does not constitute approval of the Plan.
18. Whether any creditors committee exists and, if so, whether it participated in negotiating the terms of the Plan.
19. An explanation of the voting requirements for acceptance of the Plan.

POST PETITION INFORMATION REGARDING DEBTOR

The debtor-in-possession, Global Amenities, LLC, is a South Carolina limited liability company (“Debtor”). The Debtor was formed on or about October 28, 2011, with ownership held sixty percent (60%) by George Andrew Manios (“Drew”) and Chris Manios (“Chris”), his brother, and forty percent (40%) owned by Don Abreu (“Don”); provided, however, Don retained fifty percent (50%) of the voting rights with Drew and Chris retaining the remaining fifty percent (50%) of the voting rights. The Debtor was originally formed to sell and market DVD services to the hospitality industry, but expanded its products and services to include amenity and ticketing services in 2012.

In 2014, the Debtor received a net income of \$352,190.00, and in 2015, the Debtor received a net income of \$571,333.00.

On September 20, 2013, ASI Holding Company, Inc. (“ASI”) filed a complaint in Circuit Court in Okaloosa County, Florida against Don and Drew asserting claims of breach of Non-Disclosure Agreements and Theft of Trade Secrets bearing case no. 2013-CA-4103 (“Florida Action”).

On May 21, 2016, ASI amended the Florida Complaint to include Chris and the Debtor to the Florida Action.

On September 8, 2016, the Circuit Court in Okaloosa County, Florida held an evidentiary hearing on the Florida Action and orally granted the motion to strike all of the defendants’ pleadings and ordered a trial to proceed on October 31, 2016, as to ASI’s damages.

On September 13, 2016, prior to the Debtor filing its voluntary petition in this case, Louis formed DVD America, LLC, a South Carolina limited liability company (“DVD”), and Ticketing For Less, LLC, another South Carolina limited liability company (“Ticket”), designating Drew as its sole member and manager, and Drew, as a managing member of Debtor transferred the Debtor’s DVD operations to DVD America, LLC and the Debtor’s event ticketing operations to Ticketing For Less, LLC, prior to the Debtor filing its voluntary petition, to separate out the income and expenses of the Debtor’s operations.

On September 13, 2016 (“Petition Date”), the Debtor filed its voluntary petition seeking protection under chapter 11 of the U.S. Bankruptcy Code in this court.

On September 13, 2016, after the filing of the Debtor’s voluntary petition, Drew assigned all of the membership interest in and to Ticket and DVD to the Debtor.

On September 14, 2016, the Debtor filed a Notice of Removal removing the Florida Action to the United States District Court for the Northern District of Florida bearing the case no. 3-16-cv-00463-MCR-GRJ.

On September 22, 2016, ASI filed its original Motion For Relief From Stay.

On September 22, 2016, ASI filed its Amended Motion For Relief From Stay.

On September 22, 2016, ASI also filed its Motion To Expedite Hearing on its Amended Motion For Relief From Stay.

On September 23, 2016, the Court entered an Order granting the Motion To Expedite Hearing on the Amended Motion For Relief From Stay and setting same for hearing on September 29, 2016 at 10:100 a.m.

On September 28, 2016, the Debtor filed its Objection to the Amended Motion For Relief From Stay.

Also on September 28, 2016, Drew filed his Objection to the Amended Motion For Relief From Stay.

On September 29, 2016, the Court conducted a hearing on the Expedited Motion to the Amended Motion For Relief From Automatic Stay and declined to lift the stay at that time finding no emergency basis to grant the requested relief on an expedited basis and converted the

hearing to preliminary and continued the hearing on the Amended Motion For Relief From Stay to October 14, 2016 at 11:00 a.m.

On October 11, 2016, the Debtor filed its Statement of Financial Affairs and its Schedules of Assets and Liabilities. As set forth in the Statement of Financial Affairs and its Schedules of Assets and Liabilities of the Petition date, the Debtor's schedules filed reflected secured debt in the approximate amount of \$0.00, priority unsecured debt in the approximate amount of \$0.00 and non-priority unsecured debt of \$98,916.47¹. As of the petition date, the Debtor owned real property with an approximate value of \$0.00 and personal property with an approximate value of \$55,059.73.

On October 14, 2016, the Debtor filed an Adversary Proceeding against ASI bearing case number 16-80150, seeking the imposition of an injunction pursuant to 11 U.S.C. §105 with regard to the Florida Action.

At the continued hearing on the Amended Motion To Lift Stay, a Consent Order was entered into by the parties ("Stay Relief Consent Order").

On October 21, 2016, the United States Trustee conducted the first meeting of creditors wherein the Debtor voluntarily disclosed and testified that the statement of financial affairs, schedules of assets and liabilities, and related documents would need to be amended to include, but not be limited to, (a) disclosing the receipt of compensation from the Debtor to Don, Drew and Chris within the year prior to the Petition Date in an amount of approximately \$400,000.00 – as previously disclosed to the United States Trustee, (b) the transfer of ownership of DVD and Ticket to the Debtor -- as previously disclosed to the United States Trustee, (c) include a laptop owned by the Debtor, (d) include key person life insurance policies, (e) include domain names owned by the Debtor, (f) include additional contracts with clients, vendors and the need to file Motions For Critical Vendors to ensure that there is no disruptions in the Debtor's ongoing business operations.

On October 24, 2016, the Debtor withdrew the Application to Employ Louis and Manios and Saad, LLC, as accountants for the Debtor in accordance with the Stay Relief Consent Order.

On October 25, 2016, the Debtor filed its Monthly Operating Report for September 2016.

On October 31, 2016, the Debtor filed the Application to Employ John Sfiris and Sfiris Accounting Services, as accountants for the Debtor.

On November 1, 2016, the Debtor filed its Application To Employ Jonathan Pollard, as special counsel for the Debtor in the Florida Action in accordance with the Stay Relief Consent Order.

On November 3, 2016, the United States Trustee filed an objection to the Debtor's Application To Employ Jonathan Pollard, as special counsel for the Debtor in the Florida Action in accordance with the Stay Relief Consent Order.

On November 7, 2016, the Debtor filed the dismissal of the adversary proceeding bearing case number 16-80150 in accordance with the Stay Relief Consent Order.

On November 9, 2016, the Debtor withdrew the Application to Employ Jonathan Pollard, as special counsel for the Debtor in the Florida Action.

On November 16, 2016, Nelson Mullins Riley & Scarborough, LLP filed an Application For Employment And Retention to represent the Debtor in the Florida Action.

On November 11, 2016, ASI filed its motion to remand and/or for abstention as it relates to the Debtor in the U.S. District Court for the Northern District of Florida bearing case no. 3-16-cv-00463-MCR-GRJ in accordance with the Stay Relief Consent Order.

¹ The contingent debt owed to ASI pursuant to the Florida Action was listed on the schedules as unknown.

On November 16, 2016, ASI filed its Motion For Appointment Of Chapter 11 Trustee. On November 17, 2016, the Court approved the Application To Employ John Sfiris and Sfiris Accounting Services, as accountants for the Debtor.

On November 17, 2016, the Debtor filed its Monthly Operating Report for October 2016.

On November 17, 2016, the Debtor filed Amended Statement of Financial Affairs and Amended Schedules of Assets and Liabilities, Statement of Change and Certificate of Service as promised during the first creditor's meeting.

On November 17, 2016, the Debtor filed a Motion For Critical Vendor for Sheriar Press as promised during the first creditor's meeting.

On November 17, 2016, the Debtor filed a Motion For Critical Vendor for Front Desk Supply as promised during the first creditor's meeting.

On November 17, 2016, the Debtor filed a Motion For Critical Vendor for Complete Call Solutions as promised during the first creditor's meeting.

On December 1, 2016, the Debtor filed Amended Schedules of Assets and Liabilities, Amended Business Income and Expenses, Amended Disclosure of Compensation to Debtor's Attorney, Statement of Change and Certificate of Service as promised during the first creditor's meeting.

On December 2, 2016, the Debtor filed exhibits to the Debtor's Monthly Operating Report for September 2016, to include the bank statements of DVD and Ticket as promised during the first creditor's meeting.

On December 6, 2016, the Court approved the Application To Employ Nelson Mullins and Scarborough, LLP, as special counsel for the Debtor in the Florida Action.

On December 6, 2016, ASI filed (i) a First Set of Interrogatories to the Debtor, (ii) First Set of Request for Production of Documents to the Debtor, and (iii) Motion To Reduce Time within which to Respond to Discovery Requests.

On December 7, 2016, the bankruptcy court denied ASI's Motion To Reduce Time within which to Respond to Discovery Requests.

On December 14, 2016, the Debtor filed its Monthly Operating Report for November 2016.

On December 16, 2016, the U.S. Trustee's Office filed its Objection To The Motion For Critical Vendors filed by the Debtor for Sheriar Press, Front Desk Supply and Complete Call Solutions, and the U.S. Trustee's Office filed its Response to the Motion For Appointment of a Chapter 11 Trustee.

On December 16, 2016, Drew filed an Objection to the Motion For Appointment of a Chapter 11 Trustee.

On December 16, 2016, the Debtor filed an Objection to the Motion For Appointment of a Chapter 11 Trustee, and the Debtor filed an Objection to the Motion To Compel.

On December 21, 2016, ASI filed an Objection To The Motion For Critical Vendors filed by the Debtor for Sheriar Press, Front Desk Supply and Complete Call Solutions.

On January 3, 2017, the Debtor and ASI entered into a Consent Order continuing the hearing with regard to the Motion To Appoint a Chapter 11 Trustee and Motion To Compel until February 14, 2017.

On January 4, 2017, the Debtor withdrew its Motion For Critical Vendors for Sheriar Press, Front Desk Supply and Complete Call Solutions with the consent of ASI and the U.S. Trustee's Office provided that the funds used to pay pre-petition debts to said creditors would be returned to the Debtor.

On January 16, 2017, the Debtor filed (i) Response to ASI's First Set of Interrogatories to the Debtor, (ii) Response to ASI's First Set of Request for Production of Documents to the

Debtor, (iii) Debtor’s First Set of Interrogatories to ASI, and (iv) Debtor’s First Set of Request for Production of Documents to ASI.

On January 18, 2017, the Debtor filed its Monthly Operating Report for December 2016.

On January 31, 2017, Complete Call Solutions returned the funds to the Debtor which were improperly received with regards to pay pre-petition debts.

On February 1, 2017, Front Desk Supply returned the funds to the Debtor which were improperly received with regards to pay pre-petition debts.

On February 1, 2017, Drew returned the funds to the Debtor which were improperly received by Sheriar Press with regards to pay pre-petition debts.

The Debtor was forced to file for bankruptcy protections due to the legal fees and costs associated with defending the Florida Action, and the Debtor’s plan of reorganization is to repay 100% of all its debts with any and all applicable interest and penalties; provided that any claim by ASI is disallowed for failure to file a timely claim.

Pursuant to the monthly operating reports filed by the Debtor in this case, the Debtor has been operating with the following monthly cash flows²:

Month/Year	Income	Expenses	Profit/Loss
September 2016	\$118,771.55	\$85,065.34	\$33,706.21
October 2016	\$92,271.72	\$70,837.41	\$21,434.31
November 2016	\$36,011.75	\$70,448.20	(\$34,436.45)
December 2016	\$45,270.84	\$31,788.51	\$13,482.33
Totals	\$292,325.86	\$258,139.46	\$34,186.40

As of the end of December 2016, the Debtor reported cash on hand of \$102,757.13, and DVD’s bank account had cash on hand in the amount of \$38,641.25, and Ticket’s bank account had cash on hand in the amount of \$4,716.04. Although the Debtor has yet to file its tax returns for 2016, the Debtor has enough cash on hand to pay all known, allowed and non-contingent claims outstanding within thirty (30) days of approval of the plan for reorganization³.

DEBTOR’S SOURCE OF INFORMATION

The source of information used in this Disclosure Statement includes the following:

- (1) Debtor’s opinions;
- (2) Debtor’s schedules filed with the bankruptcy court;
- (3) Financial statements prepared by, Debtor’s accountant, with cooperation of the Debtor;
- (4) Notes and invoices provided by the Debtor;
- (5) Proofs of claims and other documentation filed and/or provided by creditors;
- (6) Monthly operating reports filed with the bankruptcy court;
- (7) Tax returns.

DEBTOR’S ADDITIONAL INFORMATION

All who review this Disclosure Statement should be aware that no official audit of the

² The Debtor’s cash flows include the income and expenses of its wholly owned subsidiaries DVD and Ticket. For more detailed breakdown of the profits and losses of the Debtor, please refer to the filed monthly operating reports.

³ The proposed plan of reorganization does not provide for any payment to ASI in connection with the Florida Action.

Debtor's books has been performed, and the information provided to the Debtor's accountant and attorney is provided by the Debtor and is unaudited and some information is based upon the Debtor's opinions. Therefore, creditors and parties in interest should review the entire Disclosure Statement with that in mind. Additionally, each should review not just the Disclosure Statement, but also the entire Plan in making a decision to accept or reject the Plan. In reviewing the Disclosure Statement and Plan, creditors should assess actual risks posed to them under this Plan. Based upon the liquidation analysis it is the Debtor's opinion, and the opinion of its attorney that creditors will receive more under this Plan than in a Chapter 7 liquidation of assets. However, each creditor should understand that the Plan of Reorganization once approved by the Court does in fact represent a legally binding arrangement, and therefore, should be read in its entirety as opposed to relying solely on the summary of the Plan reflected in the Disclosure Statement. Also, of importance is the fact that Bankruptcy Court approval of the Disclosure Statement does not constitute approval by that Court on the merits of the Plan. These are two separate and distinct documents, and approval of one by the Court is determined separately and distinctly from approval of the other.

CREDITOR'S COMMITTEE

No creditors committee exists in this case.

PREFERENTIAL OR OTHER AVOIDABLE TRANSFERS

Although ASI asserted that the Debtor had colorable claims and avoidance actions against Don, Drew, Chris, Ticket, DVD, Pollard and/or other vendors and related parties representing valuable assets of the estate, the Debtor determined that the compensation paid to the Debtor's members and officers pre-petition and post-petition were and currently are fair and reasonable and commensurate with the consideration provided by the Debtor's members and officers, and that there were no colorable claims and/or avoidance actions against Don, Drew, Chris, Ticket, DVD, Pollard and/or other vendors and related parties representing valuable assets of the estate.

Although ASI asserted that cause existed to pursue a preferential and/or fraudulent transfer claim against Don, Drew and Chris, collectively, due to the fact that the Debtor funded the personal litigation expenses of Don, Drew, and Chris in the Florida Action, the Debtor determined that there was no basis upon which to pursue a voidable preference and/or fraudulent conveyance pursuant to 11 U.S.C. §§547 and/or 548 with regards to the litigation expenses of Don, Drew and Chris in connection with the Florida Action.

Although ASI asserted that cause existed to pursue a preferential and/or fraudulent transfer claim against Don, Drew and Chris, collectively, due to the fact that the Debtor paid Don, Drew, and Chris for debts owed pre-petition, the Debtor determined that there is no basis upon which to pursue a voidable preference and/or fraudulent conveyance pursuant to 11 U.S.C. §§547 and/or 548 with regards to post-petition payments made by the Debtor to Don, Drew and/or Chris.

Although ASI asserted that cause existed to pursue a preferential and/or fraudulent transfer claim against Jonathan Pollard, due to the fact that the Debtor paid Jonathan Pollard the sum of \$20,000.00 post-petition without Court approval, with a sum being shown as being owed to Jonathan Pollard in the amount of \$15,484.00, the Debtor determined that there is no basis upon which to pursue a voidable preference and/or fraudulent conveyance pursuant to 11 U.S.C.

§§547 and/or 548 with regards to pre-petition and/or post-petition payments made by the Debtor to Jonathan Pollard.

Although ASI asserted that cause existed to pursue a preferential and/or fraudulent transfer claim against Ticket and DVD, due to the fact that assets of the Debtor were transferred pre-petition to Ticket and DVD which are either affiliates and/or subsidiaries of the Debtor; thereby, diverting income of the Debtor which is property of the estate under 11 U.S.C. §541, the Debtor determined that the facts and circumstances related to the transfer of the Debtor’s assets pre-petition to its solely owned subsidiaries do not support a claim upon which to pursue a voidable preference, fraudulent conveyance and/or voidable transfer pursuant to 11 U.S.C. §§547, 548 and/or 549.

The Debtor acknowledged post-petition payments made on pre-petition debts as follows: (a) on September 21, 2016, Debtor paid Complete Call Solutions, LLC \$8,589.88 for pre-petition debts, (b) on September 21, 2016, Debtor paid Sheriar Press \$6,242.40 for pre-petition debts, (c) on September 21, 2016, Debtor paid Front Desk Supply \$4,898.65 for pre-petition debts, and (d) on October 12, 2016, Debtor paid Sheriar Press \$906.60 for pre-petition debts.

To rectify this deficiency, (i) Complete Call Solutions, LLC returned the \$8,589.88 on January 31, 2017, (ii) Front Desk Supply returned the \$4,898.65 on February 1, 2017, and (iii) Drew returned the \$7,149.00 from his personal funds to the Debtor on February 1, 2017, on behalf of Sheriar Press. This resolution was disclosed and approved by the Court during a hearing held on January 3, 2017 with regards to the Debtor’s Motion For Critical Vendor for Sheriar Press, Front Desk Supply and Complete Call Solutions.

No other preferential or other avoidable transfers occurred in this case.

PENDING LITIGATION

On the Petition Date, the Debtor was a party to one (1) lawsuit. See below for caption of suit, case number, nature of proceeding, court or agency location and current status or disposition:

CAPTION OF SUIT AND CASE NUMBER	NATURE OF PROCEEDING	COURT OR AGENCY AND LOCATION	STATUS OR DISPOSITION
ASI Holding Company, Inc. vs. Don Abreu, et al, Case No. 2013-CA-4103	Breach of Non-Disclosure Agreement and Theft of Trade Secrets	Circuit Court – Okaloosa County, First Judicial Circuit 601 E. James Lee Blvd., Suite B, Crestview, FL 32536	Pending

On September 20, 2013, ASI filed the complaint in the Florida Action against Don and Drew asserting claims of breach of Non-Disclosure Agreements and Theft of Trade Secrets bearing case no. 2013-CA-4103.

On May 21, 2016, ASI amended the Florida Action to include Chris and the Debtor.

On September 8, 2016, the Circuit Court in Okaloosa County, Florida held an evidentiary hearing on the Florida Action and orally granted the motion to strike all of the defendants’ pleadings and ordered a trial to proceed on October 31, 2016, as to ASI’s damages.

On September 13, 2016 (“Petition Date”), the Debtor filed its voluntary petition seeking protection under chapter 11 of the U.S. Bankruptcy Code in this court and a Notice of Removal removing the Florida Action to the United States District Court for the Northern District of Florida (“District Court”) bearing the case no. 3-16-cv-00463-MCR-GRJ (“Federal Case”).

On October 3, 2016, ASI filed to remand and/or for abstention as it related to defendants Don, Drew and Chris, and a motion to expedite the same.

On December 3, 2016, the District Court granted ASI's motion to remand the Federal Action back to the Circuit Court in Okaloosa County, Florida.

At the present time, the Florida Action is pending before the Circuit Court in Okaloosa County, Florida, and due to ASI's failure to file a claim, the Debtor is seeking to disallow any claim against the Debtor with respect to the Florida Action.

Other than the lawsuit set forth in herein, there are no other lawsuits pending or contemplated for this Debtor, and no future bankruptcy or non-bankruptcy litigation is anticipated for this Debtor.

OWNERSHIP AND MANAGEMENT

The Debtor was formed on or about October 28, 2011, with ownership held sixty percent (60%) by Drew and Chris and forty percent (40%) owned by Don; provided, however, Don retained fifty percent (50%) of the voting rights with Drew and Chris retaining the remaining fifty percent (50%) of the voting rights. The Debtor is managed by Drew.

The Debtor is the sole member of DVD and Ticket. DVD is managed by Don, and Ticket is managed by Chris.

The ownership and management of the Debtor, DVD and Ticket shall remain unchanged during the term of the plan of reorganization. No securities are involved in this case. No future transactions involving insiders or affiliates are expected.

DEBTOR'S REQUEST

The Debtor asks that each creditor and party in interest review this Disclosure Statement and Plan, and the Debtor asks that each cooperate in allowing all a successful reorganization effort in order to bring resolution to these matters.

DEBTOR'S TREATMENT OF CLAIMS AND INTERESTS UNDER THE PLAN

CLASS 1

Except to the extent that the holder of a particular claim has agreed to a different treatment, with respect to a Class of claims of a kind specified in §507(a)(1), 507 (a)(4), 507(a)(5), 507(a)(6), or 507(a)(7) of the Bankruptcy Code, each holder of such Class will receive:

- (i) if such Class has accepted the Plan, deferred cash payments of a value, as of the effective date of the Plan, equal to the allowed amount of such claim, or
- (ii) if such Class has not accepted the Plan, cash on the effective date of the Plan equal to the allowed amount of such claim.

CLASS 2

Except to the extent that the holder of a particular claim has agreed to a different treatment, with respect to a claim of a kind specified in §507(a)(2) or 507(a)(3) of the Bankruptcy Code, on the effective date of the Plan, the holder of such claim will receive on account of such claim cash

equal to the allowed amount of such claim. As to a claim of a kind specified in §507(a)(8), the holder of such claim will receive on account of such claim regular installment payments in cash,

- (i) of a total value, as of the effective date of the plan, equal to the allowed amount of such claim;
- (ii) over a period ending not later than 5 years after the date of the order for relief under §301, 302, or 303; and
- (iii) in a manner not less favorable than the most favored non-priority unsecured claim provided for by the plan (other than cash payments made to a class of creditors under §1122(b)).

CLASS 3 SECURED CLAIMS

Secured Claims held by creditors with security interests in real and/or personal property, including stock, shall be paid in monthly installments beginning on the Effective Date of the Plan and continuing until such time they are paid in an amount commensurate with the fair market value of the underlying collateral plus interest provided that any deficiency shall be treated as an unsecured claim, unless the collateral securing these debts is to be surrendered, in which case any deficiency shall be treated as an unsecured claim. The property securing the Secured Claims will remain subject to the liens and interests of each secured creditor to the extent of the value of the collateral until such claims are paid as set forth in the Plan. Class 3 shall be treated as separate classes for voting purposes, and shall be deemed to be impaired. If property upon which a lien or mortgage has been perfected is sold, then the value of such allowed secured claims shall be paid from proceeds of the sale in the order of priority according to 11 U.S.C. §363 and all other applicable sections of the Code.

CLASS 4 - JUDGMENT CREDITOR CLAIMS AND MECHANICS LIENS

Judgment Creditor Claims and Mechanics Liens, if any, are impaired under the Plan. If property upon which a judgment has been perfected is sold, then such Class shall be paid their allowed Claims without interest from any proceeds remaining from the sale of that property to which any judgment lien attached, in the order of the date of filing of judgment liens, but only after all Class 3 Claims secured by such property have been paid in full. Otherwise, judgment creditors shall be paid in monthly installments beginning on the Effective Date of the Plan and continuing until such time as they are paid one hundred percent (100%) of their allowed claim. The extent that there is any deficiency, the claim shall be treated as Unsecured Claims. Since the Plan of Reorganization provides for full payment of its debts, this Class is deemed to be unimpaired.

CLASS 5 - EXECUTORY CONTRACTS AND UNEXPIRED LEASES

All Contracts which existed as of the Filing Date between the Debtor and any individual or entity, whether such contract be in writing or oral, which have not heretofore been rejected by Final Order or in the Plan of Reorganization, are hereby specifically accepted.

Any person or entity claiming rights under an executory contract or unexpired lease rejected pursuant to the provisions of this Article or 11 U.S.C. Section 365 shall have thirty (30) days after the Confirmation Date to file a proof of claim, or such additional time as the Court, before that date, may allow. Since the Plan of Reorganization provides for full payment of its

debts, this Class is deemed to be unimpaired.

CLASS 6 - CLAIMS OF GENERAL UNSECURED CREDITORS

All Claims of general Unsecured Creditors shall be unimpaired under the Plan since the Plan of Reorganization provides for payment of one hundred percent (100%) of the allowed claims of Unsecured Creditors. Such Class shall be paid one hundred percent (100%) of their allowed Claims without interest after the Effective Date as set forth in this Plan of Reorganization. Since the Plan of Reorganization provides for full payment of its debts, this Class is deemed to be unimpaired.

CLASS 7 - EQUITY OWNERSHIP.

Equity Owners in the Debtor will receive no money, and the members of the Debtor shall retain all of their membership interests therein. Consequently, this Class is deemed to be unimpaired.

DEBTOR'S LIQUIDATION ANALYSIS

The bankruptcy schedules which are filed with the Court reflect all property owned by the Debtor and all secured claims pertaining to that property. By calculating the equity as follows, with regard to each item of collateral, we observe that the Debtor offers more to creditors in this Chapter 11 than they would receive in a liquidation of those assets:

Liquidation Analysis Table					
Property Description	Retail Value per Schedules	Liquidation Value	Secured Claim Amount	Exemption Claimed	Debtor's Equity
Real Property as follows:					
None	N/A	N/A	N/A	N/A	\$0.00
Personal Property as follows:					
Bank of America, NA – Business Checking Account No. 2131	\$15,694.60	\$15,694.60	\$0.00	N/A	\$15,694.60
Bank of America, NA – Business Checking Account No. 4270	\$33,144.13	\$33,144.13	\$ 0.00	N/A	\$33,144.13
Accounts Receivables	\$6,221.00	\$6,221.00	\$0.00	N/A	\$6,221.00
Ticketing For Less, LLC	\$32,300.54	\$32,300.54	\$0.00	N/A	\$32,300.54
DVD America, LLC	\$12,845.00	\$12,845.00	\$0.00	N/A	\$12,845.00
Laptop computer	\$100.00	\$100.00	\$0.00	N/A	\$100.00
Website Domains	\$20,000.00	\$20,000.00	\$0.00	N/A	\$20,000.00
Customer Lists	\$50,000.00	\$50,000.00	\$0.00	N/A	\$50,000.00

Ten (10) year term life insurance policy insuring life of Drew, Policy No. 2846	\$0.00	\$0.00	\$0.00	N/A	\$0.00
Ten (10) year term life insurance policy insuring life of Chris, Policy No. 5154	\$0.00	\$0.00	\$0.00	N/A	\$0.00
Ten (10) year term life insurance policy insuring life of Don, Policy No. 1238	\$0.00	\$0.00	\$0.00	N/A	\$0.00
Potential lawsuit against Jay Scheyd	\$1,000,000.00	\$1,000,000.00	\$0.00	N/A	\$1,000,000.00 ⁴
TOTALS	\$1,170,305.27	\$1,170,305.27	\$0.00	N/A	\$1,170,305.27
Total Equity					\$1,170,305.27

PROFIT AND LOSS

The Debtor-in-Possession has already begun undertaking measures in which to increase profits to successfully fund the plan, and asks for the cooperation of its creditors in this time of reorganization. The following represents income versus expenses of the debtor.

PRE-PETITION			
<i>THE FOLLOWING REPRESENTS INCOME VERSUS EXPENSES BEFORE THE FILING OF THE BANKRUPTCY</i>			
MONTH	INCOME	EXPENSES	PROFIT/LOSS
August, 2016	\$239,307.65	\$275,764.48	(\$36,456.83)
TOTAL PRE-PETITION	\$239,307.65	\$275,764.48	(\$36,456.83)
POST-PETITION			
<i>THE FOLLOWING REPRESENTS INCOME VERSUS EXPENSES, SINCE THE FILING OF THE BANKRUPTCY.</i>			
MONTH	INCOME	EXPENSES	PROFIT/LOSS
September, 2016	\$118,771.55	\$85,065.64	\$33,706.21
October, 2016	\$92,271.72	\$70,837.41	\$21,434.31
November, 2016	\$36,011.75	\$70,448.20	(\$34,436.45)
December, 2016	\$45,270.84	\$31,788.51	\$13,482.33
TOTAL POST-PETITION	\$292,325.86	\$258,139.46	\$34,186.40

As of the end of December 2016, the Debtor reported cash on hand of \$102,757.13, and DVD's bank account had cash on hand in the amount of \$38,641.25, and Ticket's bank account had cash on hand in the amount of \$4,716.04. Although the Debtor has yet to file its tax returns for 2016, the Debtor has enough cash on hand to pay all known, allowed and non-contingent claims outstanding within thirty (30) days of approval of the plan for reorganization.

TAX CONSEQUENCES

⁴ As for February 1, 2017, the Debtor has not pursued a malpractice claim against Jay Scheyd, and the value of the potential claim is highly speculative.

The Debtor has been current and will remain current with its local, state and federal tax filing requirements and remittances. Due to the fact that the plan provides for payment of one hundred percent (100%) of all allowed and non-contingent claims, there will be no significant tax consequences to the Debtor in connection with the plan.

RISK POSED TO CREDITORS UNDER THE PLAN

The primary risk posed to creditors under the Plan is a decrease in the Debtor's income. This may be due to loss of clients, increased competition, illness and/or any other cause. A secondary risk may be due to unforeseen future liabilities that would take precedent and priority over payments to creditors including, but not limited to, personal injury claims, taxes, and/or other statutorily mandated payments. Although the Debtor does not expect to be held responsible for any future claims for personal injury, taxes, and/or other statutorily mandated payments, it is a potential risk.

DEBTOR'S SCHEDULE OF PAYMENT DISTRIBUTION TO CREDITORS

All payments set forth in the plan will commence on the Effective Date.

CLASS 1 - ADMINISTRATIVE CLAIMS

United States Trustee: 11 U.S.C. §1930(a)(6) provides as follows:

In addition to the filing fee paid to the clerk, a quarterly fee shall be paid to the United States Trustee, for deposit in the Treasury, in each case under Chapter 11 of Title 11 for each quarter (including any fraction thereof) until the case is closed, dismissed or converted to another chapter. This fee is based upon the disbursements made each quarter by the Debtor-in-Possession, and the amount of such fees are based upon a schedule provided in the above-described statute a copy of which was provided to the Debtor-in-Possession at the beginning of the Chapter 11 case. Such fee shall be payable on the last day of the calendar month following the calendar quarter for which the fee is owed. The Debtor-in-Possession will continue such payments, which at present average \$1,625.00 per quarter.

POHL, PA: The Debtor still owes this law firm the sum of approximately \$45,000.00 for services rendered and continuing to be rendered in this case. The law firm currently has \$35,000.00 in retainer and upon approval of this Plan the retainer will be applied to pay the fees with the remainder to be paid through the plan in monthly payments of \$2,000.00 until these fees are paid in full.

Sfiris Accounting Services: The Debtor has paid owes this accounting firm the sum of \$300.00 pending bankruptcy approval thereof, and expects to incur additional expenses of approximately \$900.00 for services to be rendered in this case until it is closed. The Debtor will pay the balance amount of \$900.00 upon confirmation of the plan.

CLASS 2 - PRIORITY CLAIMS

None.

CLASS 3 - SECURED CLAIMS

None.

CLASS 4 – JUDGMENT CREDITORS & MECHANICS LIENS

None.

CLASS 5 – EXECUTORY CONTRACTS & UNEXPIRED LEASES

All Contracts which existed as of the Filing Date between the Debtor and any individual or entity, whether such contract be in writing or oral, which have not heretofore been rejected by Final Order or in the Plan of Reorganization, are hereby specifically accepted.

Any person or entity claiming rights under an executory contract or unexpired lease rejected pursuant to the provisions of this Article or 11 U.S.C. Section 365 shall have thirty (30) days after the Confirmation Date to file a proof of claim, or such additional time as the Court, before that date, may allow. Since the Plan of Reorganization provides for full payment of its debts, this Class is deemed to be unimpaired.

CLASS 6 - CLAIMS OF GENERAL UNSECURED CREDITORS.

All Claims of general Unsecured Creditors shall not be impaired under the Plan since the Plan of Reorganization provides for payment of one hundred percent (100%) of the allowed claims of Unsecured Creditors. Such Class shall be paid one hundred percent (100%) of their allowed Claims without interest after the Effective Date as set forth in this Plan of Reorganization.

CLASS 6 – CLAIMS OF GENERAL UNSECURED CREDITORS

GENERAL UNSECURED CREDITORS	Unsecured Claim Amount	Proposed Allowed Unsecured Claim Amount %	Proposed Plan Payout of Unsecured Claim
Andrew Manios 700 W. E. Street Unit 1403 San Diego, CA 92101	\$10,000.00	100%	\$10,000.00

This creditor did not file a proof of claim. The debtor proposes to pay this creditor \$10,000.00 as set forth herein.

ASI Holdings Company, Inc. 297 Azalea Drive #2 Destin, FL 32541	Unknown	0%	\$0.00
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This creditor did not file a proof of claim, and the debtor listed this debt as disputed. Therefore, this debt is deemed disallowed, and the debtor proposes to pay this creditor \$0.00 as set forth herein.

CLASS 6 – CLAIMS OF GENERAL UNSECURED CREDITORS

GENERAL UNSECURED CREDITORS	Unsecured Claim Amount	Proposed Allowed Unsecured Claim Amount %	Proposed Plan Payout of Unsecured Claim
<p>Bank of America Credit Card 100 North Tyron Street Charlotte, NC 28202</p> <p>This creditor did not file a proof of claim. The debtor proposes to pay this creditor \$14,622.00 as set forth herein.</p>	\$14,622.00	100%	\$14,622.00
<p>Chris Manios 3185 Grand Avenue #304 Pinellas Park, FL 33782</p> <p>This creditor did not file a proof of claim. The debtor proposes to pay this creditor \$4,000.00 as set forth herein.</p>	\$4,000.00	100%	\$4,000.00
<p>Complete Call Solutions Attn: Bankruptcy P.O. Box 66044 Anaheim, CA 92816</p> <p>This creditor did not file a proof of claim. On September 21, 2016, Debtor paid this creditor \$8,589.88 for pre-petition debts. However, this creditor returned these funds on January 31, 2017, with the understanding that it would be paid in full through the Plan upon confirmation. Consequently, the debtor proposes to pay this creditor \$10,089.88 as set forth herein.</p>	\$10,089.88	100%	\$10,089.88
<p>Davidson and Heirs, PA 1513 West Garden Street Pensacola, FL 32502</p> <p>This creditor did not file a proof of claim. The debtor proposes to pay this creditor \$1,125.00 as set forth herein.</p>	\$1,125.00	100%	\$1,125.00
<p>Don Abreu 6345 N. 19th Street Phoenix, AZ 85016</p> <p>This creditor did not file a proof of claim. The debtor proposes to pay this creditor \$8,000.00 as set forth herein.</p>	\$8,000.00	100%	\$8,000.00
<p>Front Desk Supply 135 Interstate Blvd Unit Greenville, SC 29615</p>	\$4,898.65	100%	\$4,898.65

CLASS 6 – CLAIMS OF GENERAL UNSECURED CREDITORS

GENERAL UNSECURED CREDITORS	Unsecured Claim Amount	Proposed Allowed Unsecured Claim Amount %	Proposed Plan Payout of Unsecured Claim
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This creditor did not file a proof of claim. On September 21, 2016, Debtor paid this creditor \$4,898.65 toward this debt. However, this creditor returned these funds on February 1, 2017, with the understanding that it would be paid in full through the Plan upon confirmation. Consequently, the debtor proposes to pay this creditor \$4,898.65 as set forth herein.

Joseph M. Scheyd, Jr. Esq. 1221 Airport Road Suite 209 Destin, FL 32541	\$16,900.00	0%	\$0.00
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This creditor did not file a proof of claim, and the debtor listed this debt as disputed. Therefore, this debt is deemed disallowed, and the debtor proposes to pay this creditor \$0.00 as set forth herein.

Law Offices of Daniel C. Perri P.O. Box 2842 Tampa, FL 33601	\$2,578.25	100%	\$2,578.25
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This creditor did not file a proof of claim. The debtor proposes to pay this creditor \$2,578.25 as set forth herein.

MM Tech Designs 4430 Eastport Blvd. L12 Little River, SC 29566	\$1,833.00	100%	\$1,833.00
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This creditor did not file a proof of claim. The debtor proposes to pay this creditor \$1,833.00 as set forth herein.

Pollard, PLLC 401 E. Las Olas Blvd. #1400 Ft. Lauderdale, FL 33301	\$15,484.00	100%	\$15,484.00
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This creditor did not file a proof of claim. The debtor proposes to pay this creditor \$15,484.00 as set forth herein.

Saad & Manios, LLC 1249 South Pleasantburg Drive Greenville, SC 29605	\$1,736.69	100%	\$1,736.69
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CLASS 6 – CLAIMS OF GENERAL UNSECURED CREDITORS

GENERAL UNSECURED CREDITORS	Unsecured Claim Amount	Proposed Allowed Unsecured Claim Amount %	Proposed Plan Payout of Unsecured Claim
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This creditor did not file a proof of claim. The debtor proposes to pay this creditor \$1,736.69 as set forth herein.

Sheriar Press 3005 Highway 17 North Bypass Myrtle Beach, SC 29577	\$7,149.00	100%	\$0.00
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This creditor did not file a proof of claim. On September 21, 2016, Debtor paid this creditor \$6,242.40 toward this debt, and on October 12, 2016, the debtor paid this creditor the remaining \$906.60 toward this debt. However, Drew returned the \$7,149.00 from his personal funds to the Debtor on February 1, 2017. Consequently, the debtor proposes to pay this creditor \$0.00 as set forth herein.

Verizon Wireless 1095 Avenue of the Americas New York, NY 10007	\$500.00	100%	\$500.00
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This creditor did not file a proof of claim. The debtor proposes to pay this creditor \$500.00 as set forth herein.

CLASS 7.- EQUITY OWNERSHIP

Debtor is a South Carolina limited liability company that is the sole member of Ticketing for Less, LLC, a South Carolina limited liability company, and DVD America, LLC, another South Carolina limited liability company. Under this plan there is no distribution provided for the equity holders of the Debtor. This class will receive no monies; however, the ownership, by members of this Class shall be retained. This Class shall be deemed to be not impaired.

/S/Robert A. Pohl

Robert A. Pohl
District Court ID #10877
POHL, PA
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Date: February 1, 2017

Greenville, South Carolina