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PROPOSED ATTORNEYS FOR DEBTOR

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE NORTHERN DISTRICT OF TEXAS  
DALLAS DIVISION

IN RE	§	
	§	
ALIKE, INC.	§	Case No. 16-32174
DEBTOR	§	
	§	

**DISCLOSURE STATEMENT OF ALIKE, INC. PURSUANT TO SECTION 1125  
OF THE BANKRUPTCY CODE DATED DECEMBER 27, 2016**

TO: ALL PARTIES-IN-INTEREST, THEIR ATTORNEYS OF RECORD AND TO THE  
HONORABLE UNITED STATES BANKRUPTCY JUDGE:

I  
INTRODUCTION

Identity of the Debtors

Alike, Inc., (“Debtor”) filed its voluntary Chapter 11 case in the United States Bankruptcy Court for the Northern District of Texas, Dallas Division ("Court") on June 2, 2016. The Debtor operates a convenience store located at 2860 E. Ledbetter in Dallas, Texas. The Debtor also owns other pieces of real property in the same general location, one of which it currently rents out. The Debtor proposes to restructure its current indebtedness and continue its operations to provide a dividend to the unsecured creditors of Debtor.

### **Purpose of Disclosure Statement; Source of Information**

Debtor submits this Disclosure Statement (“Disclosure Statement”) pursuant to Section 1125 of the Code to all known Claimants of Debtor for the purpose of disclosing that information which the Court has determined is material, important, and necessary for Creditors of Debtor in order to arrive at an intelligent, reasonably informed decision in exercising the right to vote for acceptance or rejection of the Debtor’s Plan of Reorganization dated December 27, 2016 (“Plan”). This Disclosure Statement describes the operations of the Debtor contemplated under the Plan. You are urged to study the Plan in full and to consult with your counsel about the Plan and its impact upon your legal rights. Any accounting information contained herein has been provided by the Debtor.

### **Explanation of Chapter 11**

Chapter 11 is the principal reorganization chapter of the Code. Pursuant to Chapter 11, a debtor is authorized to reorganize its business for its own benefit and that of its creditors and equity interest holders. Formulation of a plan of reorganization is the principal purpose of a Chapter 11 reorganization case. A plan of reorganization sets forth the means for satisfying claims against and interests in the debtor. After a plan of reorganization has been filed, it must be accepted by holders of claims against, or interests in, the debtor. Section 1125 of the Code requires full disclosure before solicitation of acceptances of a plan of reorganization. This Disclosure Statement is presented to Claimants to satisfy the requirements of Section 1125 of the Code.

### **Explanation of the Process of Confirmation**

Even if all Classes of Claims accept the plan, its confirmation may be refused by the Court. Section 1129 of the Code sets forth the requirements for confirmation and, among other things, requires that a plan of reorganization be in the best interests of Claimants. It generally requires that the value to be distributed to Claimants may not be less than such parties would receive if the debtor were liquidated under Chapter 7 of the Code.

Acceptance of the plan by the Creditors and Equity Interest Holders is important. In order for the plan to be accepted by each class of claims, the creditors that hold at least two thirds (2/3) in amount and more than one-half (1/2) in number of the allowed claims actually voting on the plan in such class must vote for the plan and the equity interest holders that hold at least two-thirds (2/3) in amount of the allowed interests actually voting on the plan in such class must vote for the plan. Chapter 11 of the Code does not require that each holder of a claim against, or interest in, the debtor vote in favor of the plan in order for it to be confirmed by the Court. The plan, however, must be accepted by: (i) at least the holder of one (1) class of claims by a majority in number and two-thirds (2/3) in amount of those claims of such class actually voting; or (ii) at least the holders of one (1) class of allowed interests by two-thirds (2/3) in amount of the allowed interests of such class actually voting.

The Court may confirm the plan even though less than all of the classes of claims and interests accept it. The requirements for confirmation of a plan over the objection of one or more classes of claims or interests are set forth in Section 1129(b) of the Code.

Confirmation of the plan discharges the debtor from all of its pre-confirmation debts and liabilities except as expressly provided for in the plan and Section 1141(d) of the Code. Confirmation makes the plan binding upon the debtors and all claimants, equity interest holders and other parties-in-interest, regardless of whether or not they have accepted the plan.

### **Voting Procedures**

**Unimpaired Class.** Claimants in Class 1, 3 and 8 are not impaired under the Plan. Such Classes are deemed to have accepted the Plan.

**Impaired Classes.** The Class 2, 4 through 7 Claimants are impaired as defined by Section 1124 of the Code. The Debtor is seeking the acceptance of the Plan by Claimants in Classes 2, 4 through 7. Each holder of an Allowed Claim in Classes 2, 4 through 7 may vote on the Plan by completing, dating and signing the ballot sent to each holder and filing the ballot as set forth below.

For all Classes, the ballot must be returned to Eric A. Liepins, 12770 Coit Road, Suite 1100, Dallas, Texas 75251. In order to be counted, ballots must be **RECEIVED** no later than at the time and on the date stated on the ballot.

### **Best Interests of Creditors Test**

Section 1129(a)(7) of the Code requires that each impaired class of claims or interests accept the Plan or receive or retain under the Plan on account of such claim or interest, property of a value as of the Effective Date of the Plan, that is not less than the amount that such holder would so receive or retain if the Debtor was liquidated under Chapter 7 of the Bankruptcy Code. If Section 1111(b)(2) of the Bankruptcy Code applies to the claims of such class, each holder of a claim of such class will receive or retain under the Plan, on account of such claim, property of a value, as of the Effective Date of the Plan, that is not less than the value of such holder's interest in the estate's interest in the property that secures such claims. In order for the Plan to be confirmed, the Bankruptcy Court must determine that the Plan is in the best interests of the Debtor's creditors. Accordingly, the proposed Plan must provide the Debtor's creditors with more than they would receive in a Chapter 7 liquidation. It is anticipated that in a Chapter 7 liquidation, the Debtor's creditors, other than the secured creditors, would receive nothing. Accordingly, since the Plan proposes a substantial dividend to all creditors, such creditors are receiving more than they would receive in a Chapter 7 liquidation. Accordingly, the Plan satisfies the requirements of Section 1129(a)(7).

### Cramdown

The Court may confirm the Plan even though less than all of the classes of claims and interests accept it. The requirements for confirmation of a plan over the objection of one or more classes of claims or interests are set forth in Section 1129(b) of the Code.

## II REPRESENTATIONS

[Note: Paragraphs in brackets to be included after the Bankruptcy Court approves this Disclosure Statement.]

[This Disclosure Statement is provided pursuant to Section 1125 of the Code to all of the Debtor known Creditors and other parties in interest in connection with the solicitation of acceptance of its Plan of Reorganization, as amended or modified. The purpose of this Disclosure Statement is to provide such information as will enable a hypothetical, reasonable investor, typical of the holders of Claims, to make an informed judgment in exercising its rights either to accept or reject the Plan. A copy of the Plan is attached hereto as Exhibit "A".]

[After a hearing on notice, the Court approved this Disclosure Statement as containing information of the kind and in sufficient detail adequate to enable a hypothetical, reasonable investor typical of the classes being solicited to make an informed judgment about the Plan.]

The information contained in this Disclosure Statement has been derived from the Debtor, unless specifically stated to be from other sources.

**NO REPRESENTATIONS CONCERNING THE DEBTOR IS AUTHORIZED BY THE DEBTOR OTHER THAN THOSE SET FORTH IN THIS DISCLOSURE STATEMENT. THE DEBTOR RECOMMENDS THAT ANY REPRESENTATION OR INDUCEMENT MADE TO SECURE YOUR ACCEPTANCE OR REJECTION OF THE PLAN WHICH IS NOT CONTAINED IN THIS DISCLOSURE STATEMENT SHOULD NOT BE RELIED UPON BY YOU IN REACHING YOUR DECISION ON HOW TO VOTE ON THE PLAN. ANY REPRESENTATION OR INDUCEMENT MADE TO YOU NOT CONTAINED HEREIN SHOULD BE REPORTED TO THE ATTORNEYS FOR DEBTOR WHO SHALL DELIVER SUCH INFORMATION TO THE COURT FOR SUCH ACTION AS MAY BE APPROPRIATE.**

**ANY BENEFITS OFFERED TO THE CREDITORS ACCORDING TO THE PLAN WHICH MAY CONSTITUTE "SECURITIES" HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE FEDERAL SECURITIES AND EXCHANGE COMMISSION ("SEC"), THE TEXAS SECURITIES BOARD, OR ANY OTHER RELEVANT**

**GOVERNMENTAL AUTHORITY IN ANY STATE OF THE UNITED STATES. IN ADDITION, NEITHER THE SEC, NOR ANY OTHER GOVERNMENTAL AUTHORITY HAS PASSED UPON THE ACCURACY OR ADEQUACY OF THIS DISCLOSURE STATEMENT OR UPON THE MERITS OF THE PLAN. ANY REPRESENTATIONS TO THE CONTRARY MAY BE A CRIMINAL OFFENSE.**

**THE INFORMATION CONTAINED HEREIN HAS NOT BEEN SUBJECT TO A CERTIFIED AUDIT. FOR THE FOREGOING REASON, AS WELL AS BECAUSE OF THE IMPOSSIBILITY OF MAKING ASSUMPTIONS, ESTIMATES AND PROJECTIONS INTO THE FUTURE WITH ACCURACY, THE DEBTOR IS UNABLE TO WARRANT OR REPRESENT THAT THE INFORMATION CONTAINED HEREIN IS COMPLETELY ACCURATE, ALTHOUGH EVERY REASONABLE EFFORT HAS BEEN MADE TO ENSURE THAT SUCH INFORMATION IS ACCURATE. THE APPROVAL BY THE COURT OF THIS DISCLOSURE STATEMENT DOES NOT CONSTITUTE AN ENDORSEMENT BY THE COURT OF THE PLAN OR GUARANTEE THE ACCURACY OR COMPLETENESS OF THE INFORMATION CONTAINED HEREIN.**

**THE DEBTOR BELIEVES THAT THE PLAN WILL PROVIDE CLAIMANTS WITH AN OPPORTUNITY ULTIMATELY TO RECEIVE MORE THAN THEY WOULD RECEIVE IN A LIQUIDATION OF THE DEBTORS ASSETS, AND SHOULD BE ACCEPTED. CONSEQUENTLY, THE DEBTOR URGES THAT CLAIMANTS VOTE FOR THE PLAN.**

**DEBTOR DOES NOT WARRANT OR REPRESENT THAT THE INFORMATION CONTAINED HEREIN IS CORRECT, ALTHOUGH GREAT EFFORT HAS BEEN MADE TO BE ACCURATE. THE STATEMENTS CONTAINED IN THIS DISCLOSURE STATEMENT ARE MADE AS OF THE DATE HEREOF UNLESS ANOTHER TIME IS SPECIFIED HEREIN. THIS DISCLOSURE STATEMENT CONTAINS ONLY A SUMMARY OF THE PLAN. THE PLAN WHICH ACCOMPANIES THIS DISCLOSURE STATEMENT IS AN INTEGRAL PART OF THIS DISCLOSURE STATEMENT, AND EACH CREDITOR AND INTEREST HOLDER IS URGED TO CAREFULLY REVIEW THE PLAN PRIOR TO VOTING ON IT.**

### **III**

#### **FINANCIAL PICTURE OF THE DEBTORS**

##### **Financial History and Background of the Debtor**

The Debtor owns four parcels of real property located in South Dallas. On one parcel the Debtor operates a convenience store, on another parcel a seafood restaurant operates and pays rent to the Debtor. On one of the remaining parcel there is a vacant building and the last parcel is raw land. The Debtor's principal Gregory Achilike was absent from the business operations for a time. While he was not present the business was not maintained and many things went unpaid including

sales taxes. As a result of the unpaid taxes and other bills which were incurred in Mr Achilike's absence this bankruptcy was filed to restructure the Company debt.

### **Post Petition Operations**

Since the filing of the bankruptcy, the Debtor has worked with its primary secured lender, Ciena Capital to continue its operations. The Debtor's post petition operations have shown steady improvement.

### **Future Income and Expenses Under the Plan**

The Debtor operations have remained steady during the course of these proceedings. Attached hereto as **Exhibit "B"** are projections of gross income, expenses and operating income for the next year. It is anticipated that after confirmation, the Debtor will continue in business. Based upon the projections, the Debtor believes it can service the debt to the secured creditors and pay a dividend to the unsecured creditors.

### **Post-Confirmation Management**

The Debtor is currently owned by Edith Achilike 50% and Gregory Achilike 50%. Gregory Achilike currently is the President of the Debtor. Upon Confirmation of the Debtor's Plan, Gregory Achilike will remain the President. The salary of Mr. Achilike will be \$ 4,000 per month. All owners will maintain their current ownership percentages.

## **IV.**

### **ANALYSIS AND VALUATION OF PROPERTY**

The Debtor operates a convenience store in Dallas, Texas. The Debtor owns three other parcels of land, one of which is currently being rented. The value of the assets of the Debtor if liquidated might be sufficient to cover the secured creditor debt.

A liquidation analysis of the Debtor's assets is attached hereto as **Exhibit "C"**.

## **V.**

### **SUMMARY OF PLAN OF REORGANIZATION**

The Debtor will continue in business. The Debtor's Plan will break the existing claims into 8 categories of Claimants. These claimants will receive cash payments over a period of time beginning on the Effective Date.

**Satisfaction of Claims and Debts:** The treatment of and consideration to be received by holders of Allowed Claims or interests pursuant to this Articles 5 and 6 of this Plan shall be the sole an exclusive means for full settlement, release and discharge of their respective Claims, Debts, or interests. On the Confirmation Date, the Reorganized Debtor shall assume all duties, responsibilities and obligations for the implementation of this Plan. Any class of Claimants failing to vote on this Plan shall be deemed to have accepted this Plan in its present form or as modified or amended as permitted herein.

**Class 1 Claimants (Allowed Administrative Claims of Professionals and US Trustee)** are unimpaired and will be paid in cash and in full on the Effective Date of this Plan. Professional fees are subject to approval by the Court as reasonable. Debtors' attorney's fees approved by the Court and payable to the law firm of Eric Liepins, P.C. will be paid immediately following the later of Confirmation or approval by the Court out of the available cash. This case will not be closed until all allowed Administrative Claims are paid in full. Class 1 Creditor Allowed Claims are estimated as of the date of the filing of this Plan to not exceed the amount of \$15,000 including Section 1930 fees. Section 1930 fees shall be paid in full prior to the Effective Date. The Debtor is required to continue to make quarterly payments to the U.S. Trustee and shall required to file post-confirmation operating reports until this case is closed. The Class 1 Claimants are not impaired under this Plan.

**Class 2 Claimants (Allowed Ad Valorem Tax Claims)** are impaired and shall be satisfied as follows: The Allowed Ad Valorem Tax Creditor Claims shall be paid out of the revenue from the continued operations of the business. Dallas County has filed a Proof of Claim in the amount of \$53,056.86 for real and business property taxes ("Ad Valorem Taxes"). The Ad Valorem Taxes will receive post-petition pre-confirmation interest at the state statutory rate of 12% per annum and post-confirmation interest at the rate of 12% per annum. The Debtor will pay the Ad Valorem Taxes over a period of 60 months from the Petition Date, commencing on the Effective Date. The Debtor's monthly payment to pay the Ad Valorem Taxes will be approximately \$1,190.81. The Taxing Authorities shall retain their statutory senior lien position regardless of other Plan provisions, if any, to secure their Tax Claims until paid in full as called for by this Plan.

Class 2 Claimants are impaired under this Plan.

**Class 3 Claimants (Allowed Comptroller Claims Tax Claims for tax years 2004 through 2008, February 2009 through October 2011)** are not impaired and shall be satisfied as follows: The Debtor and the Texas Comptroller ("Comptroller") entered into a written Payment Agreement dated April 26, 2016 for Debtor sales tax liability tax for the period of 3<sup>rd</sup> quarter 2004 through the 4<sup>th</sup> quarter 2008 and February 2009 through October 2011 ("Tax Period"). The Debtor agreed to a claim of the Comptroller for the Tax Period in the amount of \$688,439.22. Pursuant to the Payment Agreement the Debtor was to make monthly payments of \$1,000 to the Comptroller. The Debtor shall assume the Payment Agreement with the Comptroller for the Tax Period and commencing on the Effective Date the Debtor shall cure any past due installments and commence making the required \$1,000 per month payment pursuant to the Payment Agreement. All other terms and conditions of the Payment Agreement shall remain in full force and effect.

The Class 3 creditor is not impaired under this Plan.

**Class 4 Claimant (Allowed Comptroller Claims for Sales Taxes from November 1, 2011 through April 30, 2015)** are impaired and shall be satisfied as follows: The Tax Claims to the Comptroller shall be treated as Priority Claims. The Comptroller has filed a Proof of Claim for Sales Taxes for the period of November 1, 2011 through April 30, 2015 (“Tax Period”) in the amount of \$280,075.41. The Debtor disputes this amount, however to the extent these taxes are Allowed they shall be paid over a period of 60 months from the Petition Date commencing on the Effective Date with interest at the rate of 4.50% per annum. The monthly payment if the claim is allowed as filed shall be approximately \$5,953. The Comptroller shall retain their liens, if any, to secure their Class 4 Claims until paid in full as called for by this Plan. Notwithstanding any other provision in this plan, a failure by the reorganized Debtor to make payment to priority tax creditors pursuant to the terms of the Plan shall be an Event of Default. If the reorganized Debtor fails to cure an Event of Default as to the tax payments within ten (10) days after service of a written notice of default from a priority tax creditor, then a priority tax creditor may (a) enforce the entire amount of its claim; (b) exercise any and all rights and remedies under applicable non-bankruptcy law, and (c) seek such relief as may be appropriate in this Court.

The Class 4 creditors are impaired under this Plan.

**Class 5 Claimants (Allowed Claims of Propel Financial Services, LLC)** are impaired and shall be satisfied as follows: The Debtor on or about May 12, 2014 executed a Promissory Note in favor of Propel Financial Services, LLC (“Propel”) in the original principal amount of \$53,310.32 (“Propel Note”). Propel Note was secured by a Deed of Trust and a Tax Lien Transfer Affidavit. The Propel Collateral Documents were duly and properly recorded. As of the Petition Date, the total debt to Propel was \$45,511.68. The Debtor shall repay the amount owed to Propel in 120 equal monthly payments commencing on the Effective Date with interest at the rate of 9.90% per annum. The monthly payments to Propel shall be approximately \$603.22. Because Propel is oversecured, the amount owed to Propel relating to Propel Proof of Claim No. 5, is entitled to bear interest at the rate of interest provided for under the Agreement from and after June 2, 2016, and to accrue costs, charges and fees pursuant to 11 U.S.C. § 506(b). Propel shall file an application requesting allowance of any amounts under 11 U.S.C. § 506(b) relating to the Propel Proof of Claim No. 5 within fourteen (14) days following entry of an order confirming this Plan. The Debtor shall file any objection to Propel Proof of Claim No. 5 or Propel’s application under 11 U.S.C. § 506(b) relating to Propel Proof of Claim No. 5 on or before thirty (30) days following entry of an order confirming this Plan. If no such objection is filed, Propel Proof of Claim No. 5, and all amounts requested by Propel under 11 U.S.C. § 506(b) relating to Propel Proof of Claim No. 5 shall be deemed to be fully and finally allowed.

Any allowed amount of Propel’s claim relating to Propel Proof of Claim No. 5 (together with interest, costs, charges and fees pursuant to 11 U.S.C. § 506(b) or as otherwise provided in the Agreement) shall be paid within thirty (30) days from the Effective Date (as such term is defined in this Plan).

Propel shall retain all its liens pursuant to the Security Documents on Debtor’s property in its current lien priority to secure repayment of amounts to be paid to Propel under the Agreement. All other terms of the Agreement and Security Documents shall remain in full force and effect except as modified by this Plan.



The Class 5 Creditor is impaired under this Plan.

**Class 6 Claimants (Allowed Claims of Ciena Capital United Central Bank)** is impaired and shall be satisfied as follows: On or about June 21, 2004 May-Rom, Inc<sup>1</sup> executed a promissory note in favor of Business Loan Center LLC (“Ciena”)<sup>2</sup> in the original principal amount of \$965,500 (“Ciena Note”). The Ciena Note was secured by, among other things, a Deed of Trust securing the real property located at 2860 E. Ledbetter, Dallas, Texas (the “Property”) as more full described in the deed of trust and security agreement (the “Ciena Collateral”). The total amount owing Ciena on the Ciena Note as of the Petition Date was \$752,054.69. The Debtor believes the Ciena Collateral has a total value of equal to the amount of the Ciena and tax debts. The Debtor shall restructure the Ciena claim in the amount of \$752,054.69. This Ciena debt shall bear interest at the rate of 5% per annum and shall payable in 300 equal monthly installment of \$4,397.89 commencing on the Effective Date. The Class 6 creditor shall retain its liens and all other provisions of the pre-petition loan documents of Ciena shall remain in full force and effect except as modified by this Plan, until paid in full under this Plan.

Class 6 is impaired under this Plan.

**Class 7 Claimants(Allowed Unsecured Creditors)** are impaired and shall be satisfied as follows: All allowed unsecured creditors shall share pro rata in the unsecured creditors pool. The Debtor shall make monthly payments commencing on the Effective Date of \$500 into the unsecured creditors’ pool. The Debtor shall make distributions to the Class 7 creditors every 90 days commencing 90 days after the Effective Date. The Debtor shall make a total of 60 payments or until the unsecured creditors have been paid in full. Based upon the Proofs of Claim and the Debtor’s Schedules the unsecured creditors should receive approximately 100% of their allowed claims.

The Class 7 creditors are impaired.

**Class 8 (Current Shareholders)** are not impaired under the Plan and shall be satisfied as follows: The current shareholders will receive no payments under the Plan, and the current stockholders shall retain their existing interests.

Class 8 Claimants are not impaired under the Plan.

## ARTICLE VI

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<sup>1</sup>In 2009 the Debtor assumed May-Rom, LLC’s position in the Note.

<sup>2</sup>Through a series of assignments the current indebtedness is hld by Ciena Capital.

## **MECHANICS/IMPLEMENTATION OF PLAN**

Debtor anticipates the continued operations of the business to fund the Plan. The Debtor also receives rental income of \$5,500 per month that will be used toward payments under the Plan.

As specified in Section 1125(e) of the Bankruptcy Code, persons that solicit acceptances or rejections of this Plan and/or that participate in the offer, issuance, sale or purchase of securities offered or sold under this Plan, in good faith and in compliance with the applicable provisions of the Bankruptcy Code, are not liable on account of such solicitation or participation for violation of any applicable law, rule, or regulation governing the solicitation of acceptances or rejection of this Plan or the offer, issuance, sale or purchase of securities.

### **VII.**

#### **FEASIBILITY OF PLAN**

The projections of the future business operations are attached hereto as Exhibit "B". The Debtor believes that the projections are conservative based upon the historical operations of the business. Based upon the projections, the Debtor believes the Plan to be feasible.

### **VIII.**

#### **RETENTION OF JURISDICTION**

The Bankruptcy Court's jurisdiction shall be retained under the Plan as set forth in Article XIV of the Plan.

THIS PLAN SHALL BE THE SOLE AND EXCLUSIVE REMEDY FOR ANY CREDITOR OF THE DEBTOR DEALT WITH HEREIN, SO LONG AS DEBTOR OR THE REORGANIZED DEBTOR IS NOT IN DEFAULT UNDER THE PLAN.

### **IX.**

#### **ALTERNATIVES TO DEBTOR'S PLAN**

If the Debtor's Plan is not confirmed, the Debtor's bankruptcy case may be converted to a case under Chapter 7 of the Code, in which case a trustee would be appointed to liquidate the assets

of the Debtor for distribution to its Creditors in accordance with the priorities of the Code. Generally, a liquidation or forced sale yields a substantially lower amount. As set forth above, the Debtor owes approximately \$750,000 in secured claims to Ciena and approximately \$1,100,000 in tax claims. Claims to the secured creditors and the tax creditors must be paid prior to the unsecured creditors receiving any payment. The Debtor believes the value of the assets would not exceed the secured creditors and tax creditor debts, and therefore, a liquidation would result in no distribution to the unsecured creditors.

A liquidation analysis is attached hereto as **Exhibit "C"**.

## **X**

### **RISKS TO CREDITORS UNDER THE DEBTOR'S PLAN**

Claimants and Equity Interest Holders should be aware that there are a number of substantial risks involved in consummation of the Plan. The Plan contemplates that there will be excess funds to pay Creditor Claims.

## **XI.**

### **TAX CONSEQUENCES TO THE DEBTOR**

Implementation of the Plan may result in federal income tax consequences to holders of Claims, Equity Interest Holders, and to the Debtor. In this case most of the creditors will not be paid in full the amount of their claims. Tax consequences to a particular Creditor or Equity Interest Holder may depend on the particular circumstances or facts regarding the Claim of the Creditor or the interests of the Equity Interest Holder. **CLAIMANTS ARE URGED TO CONSULT THEIR OWN TAX ADVISOR AS TO THE CONSEQUENCES OF THE PLAN TO THEM UNDER FEDERAL AND APPLICABLE STATE AND LOCAL TAX LAWS.**

## **XII.**

### **PENDING OR ANTICIPATED LITIGATION**

The Debtor has evaluated potential claims which may be brought. The Debtor is unaware of any litigation which could be brought for the benefit of the creditors of the estate.

Dated: December 29, 2016.

Respectfully submitted,

Alike, Inc.

/s/ Gregory Achilike

By: Gregory Achilike

Its: President

## EXHIBIT 'C'

## LIQUIDATION ANALYSIS

	CHAPTER 7	CHAPTER 11
ASSETS		
BUILDINGS	1,750,000 <sup>3</sup>	2,500,000
INVENTORY	10,000	15,000
total	1,760,000	2,515,000
LIABILITIES		
ADMINISTRATIVE	15,000	15,000
TAX CREDITORS		
COMPTROLLER	970,000	970,000
TAXES CREDITORS	100,000	100,000
SECURED CREDITORS	750,000	750,000
UNSECURED CREDITORS	15,000	15,000
DISTRIBUTION TO UNSECURED	0%	100%

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<sup>3</sup>The Debtor believes the sale of the property in a chapter 7 would yield 780% of the current value of the property. The Debtor would show that continuing operations on the property increases the value of the property.