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UNITED STATES BANKRUPTCY COURT  
WESTERN DISTRICT OF WASHINGTON

In re  
HUNTER HOSPITALITY, LLC,  
Debtor.

No. 15-17090  
DEBTOR’S COMBINED PLAN OF  
LIQUIDATION AND DISCLOSURE  
STATEMENT

Hunter Hospitality, LLC (the “Debtor”), debtor-in-possession in the above-captioned bankruptcy, proposes this Combined Plan of Liquidation and Disclosure Statement pursuant to Subchapter II of Chapter 11 of the Bankruptcy Code:

**I. DISCLOSURE STATEMENT**

**IMPORTANT: THIS DISCLOSURE STATEMENT CONTAINS INFORMATION THAT MAY BEAR UPON YOUR DECISION TO ACCEPT OR REJECT THE PLAN OF LIQUIDATION PROPOSED HEREIN. PLEASE READ THIS DOCUMENT WITH CARE. THIS DOCUMENT PROVIDES INFORMATION IN SUPPORT OF THE PLAN.**

**CAPITALIZED TERMS NOT OTHERWISE DEFINED SHALL HAVE THE MEANINGS SET FORTH IN SECTION VII.A BELOW.**

TO ALL PARTIES IN INTEREST:

On December 1, 2015 (the “Petition Date”), the Debtor filed a voluntary petition under chapter 11 of the Bankruptcy Code.

This Disclosure Statement contains information with respect to the Debtor’s proposed Plan. Pursuant to § 1125 of the Bankruptcy Code, the Disclosure Statement is being distributed to you as

1 combined with the Plan to allow you to make an informed decision in exercising your right to accept  
2 or reject the Plan. The Court has approved this Disclosure Statement pursuant to § 1125 of the  
3 Bankruptcy Code, as containing information of a kind, and in sufficient detail, as far as is reasonably  
4 practicable under the circumstances, that would enable a hypothetical reasonable investor to make an  
informed judgment about the Plan. The Court’s approval of this Disclosure Statement does not  
constitute an endorsement of the Plan by the Court. In the event of inconsistencies between the Plan  
and the Disclosure Statement, however, the terms of the Plan shall control.

5 The Plan provides for the full payment of all creditors and an equity distribution. The Debtor  
6 therefore urges you to accept the proposed Plan and to promptly return your completed ballot to  
enable your vote to be counted.

7 **A. Background Information**

8 Capitalized terms that are not defined in this Disclosure Statement shall have the meanings set  
9 forth in Section VII.A hereof.

10 1. The Debtor and Events Prior to Bankruptcy.

11 The Debtor is a Wyoming limited liability company. Its two members are Pompano, LLC and  
12 SLF Investment Trust. Pompano LLC is the Debtor’s sole manager. SLF Investment Trust initially  
held 70% of the economic interests in the Debtor, while Pompano held the remaining 30%. The two  
members hold 50/50 voting rights.

13 Prior to 2015, the Debtor owned certain real property in Pompano Beach, Florida (the  
14 “Property”). The Debtor intended to develop the Property as a hotel. Disputes between the Debtor’s  
members arose, which ultimately led to an impasse. Pompano, LLC commenced an arbitration before  
15 Judicial Arbitration Mediation Services in Seattle, *Pompano, LLC v. SLF Investment Trust*,  
Arbitration No. 1160018931 (the “Arbitration”). On June 6, 2013, the arbitrator entered a partial final  
16 award (the “Partial Award”) that (among other things) directed the appointment of a general receiver  
to oversee the winding up of the Debtor’s affairs. Pacific Realty Advisors, LLC was appointed as  
17 general receiver (the “Receiver”).

18 In January 2015, the Receiver sold the Property. After paying off a secured creditor and  
various costs of sale, the remaining sale proceeds totaled approximately \$1.6 million as of the Petition  
19 Date (the “Sale Proceeds”).

20 Multiple parties claimed an interest in the Sale Proceeds. As of the Petition Date, there was  
litigation pending in Utah, Florida and Texas – in addition to the Arbitration – involving competing  
21 claims to the Sale Proceeds. Almost a year passed following the sale of the Property and the parties  
could not reach agreement on how to distribute the Sale Proceeds. Through this time, First American  
22 Title (the “Escrow Agent”) continued to hold the Sale Proceeds in escrow. The Debtor commenced  
this chapter 11 case to provide a single forum in which each of these competing claims and interests  
23 could be more efficiently resolved, or possibly settled.

2. Events Since Bankruptcy Filing.

a. Claims Filed Against the Debtor. By order entered December 18, 2015 (Doc 14),<sup>1</sup> this Court fixed January 29, 2016 (the “Claims Bar Date”) as the deadline for filing proofs of claim in this case. Eight proofs of claim were timely filed, and one proof of claim was untimely filed. Those proofs of claim may be summarized as follows:

Claim No.	Claimant	Claim Amount	Scheduled Amount	Disputed?
1.	Landplan Engineering Group	\$22,556.58	\$22,556.58	Yes
2.	Landplan Engineering Group	\$22,556.58	\$22,556.58	Yes
3.	Landplan Engineering Group	\$22,556.58	\$22,556.58	Yes
4.	EJH ENTERPRISES, INC.	\$775,000.00	\$775,000.00	No
5.	David C. Ebenal	\$775,000.00	Not scheduled	
6.	Secured Mortgage Plaintiffs	\$4,200,000.00	\$15,080,000.00 <sup>2</sup>	Yes
7.	Secured Owner Plaintiffs	\$6,521,100.00	[See footnote 2]	Yes
8.	Pompano, LLC	\$490,787.15	\$525,570.97	No
9.	Internal Revenue Service (filed on 10/21/16)	\$5,083.87	\$4,692.71	No

b. Transfer of Sale Proceeds. On January 13, 2017, the U.S. Trustee (“UST”) filed a motion (Doc 28) to convert or dismiss this case on the basis that the Sale Proceeds were not being held by a UST-approved financial institution, and the Debtor was in violation of § 345 of the Bankruptcy Code. In response, the Debtor filed a motion (Doc 32) seeking an order directing the Escrow Agent to turn over the Sale Proceeds to the Debtor for deposit in an approved account. By order enter February 25, 2017 (Doc 72), this Court directed the Escrow Agent to transfer the Sale Proceeds to counsel for the Debtor, which occurred promptly following entry of that order. The Sale Proceeds have been on deposit in counsel’s trust account since that time, except where the Court has specifically authorized withdrawals.

c. Denial of Motion to Disburse Funds. On April 21, 2017, holders of Claim Nos. 6 and 7 above (the “Claimants”) filed a motion (Doc 86) seeking an order directing that all of the Sale

<sup>1</sup> “Doc [#]” shall refer to the docket number in this case for the relevant pleading.

<sup>2</sup> The scheduled amount combines the claims later filed as Claim Nos. 6 and 7.

1 Proceeds be disbursed exclusively to them (“Motion to Disburse”). Although not specifically stated in  
2 the motion, Claimants implicitly asked the Court to allow one or both of their claims in full *and*  
3 determine that such claim(s) have priority over all other claims. The Debtor filed an objection to the  
4 motion. Doc 96. By order entered May 18, 2017 (Doc 104), the Court denied the Motion to Disburse.

5 d. Claim Objections and Relief From Stay. During the initial months of this case, counsel  
6 for the Debtor spent significant time analyzing the basis and support for Claim Nos. 6 and 7, and in  
7 discussions with counsel for the Claimants seeking to negotiate an agreed amount to be disbursed on  
8 the claims. This set of issues was critical, as the Claimants asserted (but had not yet established) a  
9 lien against the Sale Proceeds that would prevent any distributions to any other creditors. After  
10 Claimants filed the Motion to Disburse, the Debtor abandoned settlement efforts. To that end, on May  
11 18, 2017, the Debtor filed an objection to Claim No. 6 (Doc 105) (“Objection 6”), asking that it be  
12 disallowed on the basis that the mortgages that Claimants alleged created (or maintained) a lien on the  
13 Sale Proceeds had been eliminated some five years earlier in connection with the judicial foreclosure  
14 of a senior mortgage.

15 Following the denial of the Motion to Disburse and the filing of Objection 6, on May  
16 20, 2017, Claimants filed a motion for relief from the automatic stay (Doc 106) (the “Stay Motion”)  
17 seeking authority to litigate their claims in another court. Claimants are plaintiffs in three separate  
18 lawsuits that have been commenced in the past three years:

- 19 • *Dorsten v. SLF Series G, LLC*, Case No. CACE 14-019625, which Claimants  
20 commenced in October 2014 in Broward County (Florida) Circuit Court. The Debtor  
21 is named as a defendant in this lawsuit. Another defendant later removed the case to  
22 federal district court for the Southern District of Florida, where it was assigned Case  
23 No. 15-CIV061235-BLOOM/Valle (the “Florida Lawsuit”).
- *Dorsten v. Secured Lending Fund, LLC*, Case No. 2:15-cv-00153-RJS-EJF (the  
“Original Utah Lawsuit”), which Claimants commenced in federal district court for the  
District of Utah in March 2015. The Debtor was not initially a defendant in this case.
- *Dorsten v. SLF Series G, LLC*, Case No. 1:15-cv-00123 (the “Transferred Utah  
Lawsuit”), which arose when the district court in Florida transferred substantially all of  
the Florida Lawsuit to the District of Utah in September 2015. In November 2016, the  
Transferred Utah Lawsuit was consolidated with the Original Utah Lawsuit.

19 In their motion for relief from stay, Claimants sought authority to “continue the litigation now  
20 pending the U.S. District Courts of Southern Florida and Utah.” They alternatively sought relief from  
21 stay to commence yet another lawsuit, this one in the Western District of Washington.

22 While the Stay Motion was pending, the Debtor filed an objection to Claim No. 7 (Doc  
23 107) (“Objection 7”).

Following hearings on June 10 and 24, 2016, the Court entered an order (Doc 113) (the  
“Stay Order”) that granted the Stay Motion on a limited basis, authorizing Claimants to liquidate their

1 claims only in the Original Utah Lawsuit. The Court also denied Objection 6 and Objection 7 without  
2 prejudice. However, at the time the Debtor was not a party to the Original Utah Lawsuit, but was a  
3 party to the Transferred Utah Lawsuit (the two had not then been consolidated). Anxious to move  
4 forward, the Debtor filed a motion (Doc 130) seeking to modify the Stay Order to permit the parties to  
5 proceed in the Transferred Utah Lawsuit. That motion was granted by order entered August 23, 2016.  
6 Doc 143.

7  
8 On July 11, 2016, Claimants filed a motion for reconsideration of the Stay Order (Doc  
9 115), seeking authority to file a new lawsuit and proceed in the Western District of Washington. On  
10 August 3, 2016, Claimants filed a supplemental brief in support of reconsideration. The Court did not  
11 request a response from the Debtor or any other party. By order entered August 26, 2016 (Doc 144),  
12 the Court denied the motion for reconsideration.

13 e. Disallowance of Claim No. 6. On July 25, 2016, the Debtor filed a motion to disallow  
14 Claim No. 6. Doc 117. Claimants objected to the motion (Doc 136). At a hearing held on August 26,  
15 2016, the Court directed the Debtor to commence an adversary proceeding to resolve the objection.

16 On October 20, 2015, the Debtor commenced an adversary proceeding in this Court to  
17 determine the allowability of Claim No. 6. *See Hunter Hospitality, LLC v. Wood, et al.*, Adversary  
18 No. 16-01244. Adv Doc 1.<sup>3</sup> On October 31, 2016, the Debtor filed a motion for summary judgment,  
19 disallowing Claim No. 6. Adv Doc 4. Claimants filed their response on November 28, 2016. Adv  
20 No 8. Following a hearing held on December 2, 2016, the Court entered an order (Adv Doc 14) that  
21 granted the Debtor's motion and disallowed Claim No. 6.

22 f. Utah Litigation. Following entry of the Stay Order, the Debtor proceeded in Utah  
23 district court for a determination of the allowability of Claim No. 7.

On August 3, 2016, the district court entered an order authorizing the Debtor to employ  
local counsel in Utah. Doc 128.

In October 2016, the Debtor served Claimants with its first discovery requests,  
consisting of interrogatories, requests for production and requests for admissions. In December 2016,  
Claimants served their responses to the Debtor's discovery requests, which were manifestly deficient.  
Pursuant to Rule DUCivR 37-1 of the local rules for the District of Utah, the Debtor spent  
considerable time thereafter seeking Claimants' voluntary cooperation in supplementing their  
responses.

In November 2016, the district court entered an order (UT Doc 116) that consolidated  
the Original Utah Lawsuit with the Transferred Utah Lawsuit.

In March 2017, the Debtor noted the depositions of each of the Claimants to commence  
on April 4, 2017, in Salt Lake City. Counsel for the Debtor confirmed the depositions with  
Claimants' counsel two weeks prior to their commencement. However, on the afternoon of April 3,

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<sup>3</sup> "Adv Doc [#]" refers to the docket number for the relevant pleading in the referenced adversary proceeding.

1 2017, after Debtor’s counsel had traveled to Salt Lake City, counsel for the Claimants unilaterally  
2 canceled the depositions. None of the Claimants appeared the following day.

3 On April 4, 2017, the Debtor filed a motion to dismiss all claims against it. UT Doc  
4 124.<sup>4</sup> Claimants did not respond in any way to that motion, which has been set for decision since May  
5 4, 2017. UT Doc 133. As of the date hereof, the district court has not yet ruled on the motion.

6 On April 21, 2017, the Debtor filed a motion to compel Claimants to supplement their  
7 deficient discovery responses. UT Doc 127. Claimants did not respond in any way to that motion. At  
8 a hearing held on May 1, 2017 (at which Claimants did not appear), the magistrate judge granted the  
9 motion. An order was entered that same day (UT Doc 130) requiring Claimants to supplement their  
10 responses “not later than fourteen (10) days following entry of this Order.” (The typographical error  
11 made the supplemental responses due on either May 11 or May 14, 2017.) Claimants have never  
12 supplemented their responses in any way.

13 On May 5, 2017, the Debtor filed a motion for sanctions against Claimants and their  
14 counsel for Claimants’ failure to appear for their depositions. UT Doc 131. Claimants did not  
15 respond in any way to that motion, which has been set for determination since June 13, 2017. UT Doc  
16 142. As of the date hereof, the district court has not yet ruled on the motion.

17 On June 12, 2017, Claimants filed a motion to suspend all proceedings until August 10,  
18 2017. UT Doc 137. The court granted that motion. UT Doc 147. On August 10, 2017, Claimants  
19 filed another motion, to extend the stay of proceedings to September 15, 2017. UT Doc 148. The  
20 court denied that motion. UT Doc 153.

21 On September 19, 2017, Claimants filed a Third Amended Complaint (UT Doc 154)  
22 and, on October 17, 2017, Claimants filed a Fourth Amended Complaint. UT Doc 165. Other  
23 defendants filed motions to strike both amended complaints on various grounds. UT Doc 158, 160,  
167. As of the date hereof, the district court has not yet ruled on these motions.

On October 11, 2017, the Debtor filed a renewed motion to compel Claimants to  
supplement their written discovery responses, and for other relief. UT Doc 162. Claimants filed a  
response (UT Doc 166) and the Debtor filed a reply (UT Doc 175). The motion has been set for  
determination since November 8, 2017 (UT Doc 176), but the district court has not yet ruled on the  
motion.

On December 11, 2017, the Debtor filed a motion to disqualify Joseph C. Finley as  
counsel for the plaintiffs on the basis that, on October 24, 2017, he had been suspended from the  
practice of law by the Washington Supreme Court. By order entered January 5, 2018 (UT Doc 186),  
the district court granted that motion and revoked Mr. Finley’s pro hac vice admission and  
disqualified him from any further participation in the Utah litigation.

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<sup>4</sup> “UT Doc [#]” refers to the docket number of the relevant pleading in the Original Utah Lawsuit.

1 g. Disallowance of IRS Claim. Back in bankruptcy court: On June 1, 2017, the Debtor  
2 filed an objection to the claim of the Internal Revenue Service (“IRS”) (Doc 217), on the basis that it  
3 was filed some nine months after the Claims Bar Date, and none of the exceptions under Bankruptcy  
4 Rule 3003(c)(3) applied. By order entered July 11, 2017 (Doc 232), this Court disallowed the IRS’  
5 claim in its entirety.

6 h. Estimation of Claim No. 7. On October 10, 2017, the Debtor filed a renewed objection  
7 to Claim No. 7 and asked that it be disallowed on various grounds. Doc 235. Creditor EJH  
8 Enterprises, Inc., filed a joinder in that motion. Doc 244. Claimants did not respond in any way. At a  
9 hearing held on November 9, 2017, the Court made an oral ruling that Claim No. 7 would be  
10 estimated pursuant to Bankruptcy Code § 502(c) in the amount of zero. The Court entered an order  
11 effectuating that ruling the same day. Doc 252.

12 i. Objections to Claims of SLF Series G and Hillsborough Development. On November  
13 16, 2017, the Debtor filed separate objections to the claims of SLF Series G, LLC (Doc 253) and  
14 Hillsborough Development, LLC (Doc 254). The Debtor listed claims for both entities in its  
15 Schedules as “Disputed.” Pursuant to Bankruptcy Rule 3003(c)(2), both entities were required to file  
16 a proof of claim. Neither filed a proof of claim, by the Claims Bar Date or otherwise, so the Debtor  
17 has requested that both claims be disallowed. By orders entered December 19, 2017 (Doc 274 and  
18 Doc 275), both claims were disallowed.

19 j. Motion to Disqualify Attorney Finley. On December 12, 2017, the Debtor filed  
20 a motion to disqualify Joseph C. Finley as counsel for the Claimants on the basis that he had been  
21 suspended from the practice of law by the Washington Supreme Court. No response was filed as to  
22 that motion. As of the date hereof, this Court has not yet ruled on that motion.

## 23 II. ASSETS AND LIABILITIES

### A. Assets

As reflected in the their Schedules, as of the Petition Date the Debtor’s sole assets were (i) the Sale Proceeds, and (ii) funds then held by the Receiver that were subsequently turned over to the Debtor.

### B. Liabilities.

The liabilities of the Debtor as of the Petition Date are set forth in its Schedules as previously filed herein. The Debtor listed most claims in its Schedules in the amount of \$0.00, or as “Disputed.” In each such case, the claimant was required to file a proof of claim to the extent it wished to participate in a distribution in this case. *See* Bankruptcy Rule 3003(c)(2). Based upon the proofs of claim filed, the Bankruptcy Court’s earlier disallowance of Claim Nos. 6, 7 and 9, and the claims of SLF Series G, LLC and Hillsborough Development, LLC, **the Debtor believes that the only prepetition creditors entitled to seek a distribution in this case are the holders of claims filed by Landplan Engineering Group; EJH Enterprises, Inc.; and Pompano, LLC, or their assignees.**

1 **III. SUMMARY OF PLAN**

2 The Plan provides that the Debtor shall disburse the remaining balance of the Sale Proceeds in  
3 payment of Allowed Claims. Upon the Effective Date (as defined below), the Debtor shall segregate  
4 and retain the EJH Reserve and the Professional Fee Reserve, and make distributions to Class 2 and  
5 Class 3. If disputes as to the beneficial ownership of the Class 1 Claim are resolved by the Effective  
6 Date, the Debtor shall distribute the funds in the EJH Reserve to such beneficial owner.

7 **IV. LIQUIDATION ANALYSIS**

8 Bankruptcy Code § 1129(a)(7), requires that, in order for the Plan to be confirmed, each  
9 creditor with a right to vote either accept the Plan or, alternatively, that the creditor receive under the  
10 Plan at least as much as it would receive if the Debtor's assets were liquidated and the proceeds  
11 distributed under Chapter 7 liquidation. This is generally known as the “best interests of creditors”  
12 test. As set forth below, the Debtor believes that the Plan satisfies this requirement.

13 To apply the test, the Debtor’s assets are valued in the context of the value that would be  
14 generated from their distressed liquidation in the context of a Chapter 7 case by a Chapter 7 trustee  
15 appointed by the Bankruptcy Court. This analysis would take into account the costs and expenses of  
16 the liquidation, and such additional administrative and priority claims that may result from the use of  
17 Chapter 7 for the purpose of liquidation. Net liquidation proceeds would be paid to general unsecured  
18 creditors only to the extent funds are available after secured creditors have been paid the full value of  
19 their collateral and priority creditors receive full payment on their claims.

20 This is a liquidating plan. The Debtor is proposing to distribute all funds in this case. It will  
21 be less expensive to do so than in Chapter 7, as a Chapter 7 trustee would be also entitled to a  
22 commission on all funds distributed on a blended rate in excess of 5%, an amount that would not be  
23 payable under the Plan. A Chapter 7 trustee might also engage his/her own professionals (attorneys,  
accountants) to represent him/her during the liquidation, who would incur an additional level of cost  
simply getting up to speed in the case. Under the circumstances, the Debtor believes that the Plan  
provides a much better alternative for creditors.

17 **V. RISK FACTORS**

18 Because all estate assets are to be distributed on the Effective Date, there are no identifiable  
19 risks as to the Debtor’s performance under the Plan. The Debtor also anticipates that both classes of  
20 creditors under the Plan will vote to accept the Plan. However, no assurance can be given that the  
21 Plan will be accepted by the requisite number and amount of creditors or confirmed by the Court. In  
22 that event, due to the costs and uncertainties inherent in a modified Plan of Reorganization or a  
23 conversion and liquidation under Chapter 7, all creditors of the estate would face the risk that their  
recovery under such alternative circumstances may be less favorable than their recovery provided for  
by the Plan.

22 **VI. CONFIRMATION OF THE PLAN**

23 **A. Voting Procedures.**



1 A ballot for voting your acceptance or rejection of the Plan accompanies this Disclosure  
2 Statement and Plan. Holders of Claims should read the instructions carefully, complete, date and sign  
3 the ballot, and transmit it in the envelope enclosed. IN ORDER TO BE COUNTED, YOUR  
4 BALLOT MUST BE RECEIVED AT THE INDICATED ADDRESS NOT LATER THAN 4:30 P.M.  
5 ON \_\_\_\_\_, 2018. FAILURE TO VOTE OR A VOTE TO REJECT THE PLAN  
6 WILL NOT AFFECT THE TREATMENT TO BE ACCORDED A CLAIM OR INTEREST IF THE  
7 COUERT NEVERTHELESS CONFIRMES THE PLAN.

8 If more than one-half in number of claimants voting and at least two-thirds in amount of the  
9 allowed claims of such claimants in each class of claims vote to accept the Plan, such classes will be  
10 deemed to have accepted the Plan. If at least two-thirds in amount of the shares voted in a class of  
11 equity interests are voted to accept the Plan, such Class will be deemed to have accepted the Plan. For  
12 purposes of determining whether a class of claims or interests has accepted or rejected the Plan, the  
13 Debtor shall consider only the votes of those who have timely returned their ballots.

#### 14 **B. Hearing on Confirmation.**

15 The hearing on confirmation of the Plan has been set for \_\_\_\_\_, 2018, at \_\_\_\_\_  
16 before the Honorable Timothy W. Dore, United States Bankruptcy Judge, in Courtroom 8106, United  
17 States Bankruptcy Court, 700 Stewart St., Seattle, Washington, 98101. The Bankruptcy Court shall  
18 confirm the Plan at that hearing only if certain requirements, as set forth in § 1129 of the Bankruptcy  
19 Code, are satisfied.

#### 20 **C. Feasibility.**

21 The Debtor must establish that the Plan is feasible, in that confirmation of the Plan is not likely  
22 to be followed by the Debtor's liquidation, or the need for further financial reorganization. The  
23 Debtor believes that the Plan is feasible on the basis that all estate assets will be disbursed upon the  
Effective Date and there is no identifiable risk that the Debtor will not be able to perform.

#### 24 **D. Treatment of Dissenting Classes of Creditors.**

25 The Bankruptcy Code requires the Bankruptcy Court to find that the Plan does not  
26 discriminate unfairly, and is fair and equitable, with respect to each class of claims or interests that is  
27 impaired under, and has not accepted, the Plan. Upon such a finding, the Bankruptcy Court may  
28 confirm the Plan despite the objections of a dissenting class. The Debtor does not believe there will  
29 be a dissenting class and that this element will not be relevant in this case.

#### 30 **E. No Discharge.**

31 Pursuant to 11 U.S.C. § 1141(d)(3), the Debtor shall not receive a discharge upon  
32 Confirmation.

#### 33 **F. Consequences of the Failure to Confirm the Plan.**

1 In the event the Court declines to confirm the Plan, whether due to a failure of creditor support  
2 or otherwise, a conversion of this Chapter 11 case to a case under Chapter 7 of the Bankruptcy Code  
3 may result. In that event, the Debtor believes that the less-favorable outcome as detailed in Section IV  
4 above would likely occur.

## 5 VII. PLAN OF LIQUIDATION

### 6 A. Definition of Terms

7 A term used in this Plan that is not defined elsewhere herein or below and that is defined in the  
8 Bankruptcy Code shall have the meaning ascribed in the Bankruptcy Code. The rules of construction  
9 set forth in section 102 of the Bankruptcy Code shall apply to the Plan. When used in this Plan, the  
10 following terms shall have the meanings specified below, unless the context otherwise requires:

11 Administrative Expense Claim: An Allowed Claim entitled to priority under  
12 § 507(a)(1) of the Bankruptcy Code, including (a) claims incurred by the Debtor since the Petition  
13 Date and allowed by the Court of a type described in § 503(b) of the Code; (b) all Allowed Claims of  
14 Professional Persons pursuant to §§ 330 and 331 of the Code and Bankruptcy Rule 2016; and (c) all  
15 fees and charges assessed against the Estate under 28 U.S.C. § 1930.

16 Allowed Claim: Any Claim in the amount and of the priority classification set forth in  
17 the proof of such Claim that has been filed timely in the Bankruptcy Case, or in the absence of such  
18 proof, as set forth in the Schedules, unless:

19 (i) such Claim has been listed in such schedules as disputed, contingent, or  
20 unliquidated, in which case such Claim shall be allowed only in such amount and such  
21 classification as is authorized by Final Order of the Bankruptcy Court;

22 (ii) such Claim has been objected to or is objected to after Confirmation, in which case  
23 such claim is authorized by Final Order of the Bankruptcy Court; or,

(iii) such Claim has been paid in full, withdrawn, or otherwise deemed satisfied in full.

Arbitration: The Arbitration shall have the meaning ascribed to it in Section I.a.1.  
hereof.

Bankruptcy Case: The chapter 11 bankruptcy case of the Debtor in the Bankruptcy  
Court, designated as Case No. 15-17090.

Bankruptcy Code or Code: The Bankruptcy Code enacted November 6, 1978, as set  
forth in Title 11 of the United States Code, and as amended thereafter.

1                    Bankruptcy Court or Court: The United States Bankruptcy Court for the Western  
2 District of Washington, before which the Bankruptcy Case is pending, or if that Court ceases to  
exercise jurisdiction over the Bankruptcy Case, the Court that does exercise jurisdiction.

3                    Bankruptcy Rules: The Federal Rules of Bankruptcy Procedure.

4                    Claim: A claim as defined in § 101(5) of the Bankruptcy Code.

5                    Class: A class of Claims or Interests as defined in this Plan.

6                    Confirmation: The entry of the Confirmation Order by the Bankruptcy Court.

7                    Confirmation Hearing: The hearing or hearings conducted by the Bankruptcy Court in  
8 connection with Confirmation of the Plan.

9                    Confirmation Order: The order of the Bankruptcy Court confirming the Plan pursuant  
to § 1129 of the Bankruptcy Code.

10                   Disputed Claim: A Claim of an alleged creditor that was listed in the Schedules as  
11 “disputed” and which has not subsequently become an Allowed Claim, or as to which an objection has  
been filed by a party-in-interest that has not been resolved pursuant to a Final Order.

12                   Effective Date: The third Business Day after Confirmation, unless the effect of the  
13 Order of Confirmation is stayed.

14                   EJH Claim: A claim that was initially a preferred equity interest in the Debtor, which  
15 was granted to EJH Enterprises, Inc., in the initial amount of \$750,000 pursuant to the Operating  
16 Agreement. Pursuant to the First Amendment, the amount of the EJH Interest was increased to  
\$775,000. On December 9, 2014, the interest converted to debt pursuant to the terms of the Operating  
17 Agreement. Interest accrues on the EJH Claim at five percent (5%) per annum.

18                   EJH Reserve: The EJH Reserve shall have the meaning ascribed to it in  
19 Section VII.C.2.a hereof.

20                   Equity Interests: The equity interests held in the Debtor as of the Effective Date.

21                   Estate: The estate created pursuant to § 541 of the Bankruptcy Code as to the Debtor.

22                   Final Order: An order or judgment of the Court as to which the time for appeal has  
23 expired without a notice of appeal having been filed or as to which any appeal therefrom has been  
resolved.

First Amendment: The First Amendment to Limited Liability Company Operating  
Agreement for Hunter Hospitality, LLC, dated February 6, 2012.

1           Holder: The holder of a Claim or Equity Interest, as the case may be.

2           Impaired: Impaired within the meaning of § 1124 of the Bankruptcy Code.

3           Notice and Hearing: Proceedings as contemplated under Bankruptcy Code § 102(1).

4           Operating Agreement: The Hunter Hospitality, LLC Member Managed Limited  
5           Liability Company Operating Agreement, dated December 12, 2011, as amended.

6           Partial Award: The Partial Award shall have the meaning ascribed to it in Section  
7           I.a.1. hereof.

8           Petition Date: December 1, 2015, the date upon which the Debtor commenced its  
9           Bankruptcy Case.

10           Plan: This Plan of Liquidation in its present form or as it may be amended or modified  
11           from time to time.

12           Priority Tax Claim: An Allowed Claim of a Taxing Agency for the principal amount  
13           of a tax within the meaning of § 507(a)(8) of the Code, and statutory interest accruing thereon prior to  
14           the Petition Date. Any amount that comprises a penalty on such Allowed Claim shall not be a Priority  
15           Tax Claim but shall be deemed to be and treated as an Unsecured Claim.

16           Pro Rata: Proportionally so that the ratio of the amount distributed on account of a  
17           particular Allowed Claim to the amount of such Allowed Claim is the same as the ratio of the amount  
18           distributed on account of all Allowed Claims in the Class of which such particular Allowed Claim is a  
19           member to the total amount of all Allowed Claims in such Class.

20           Professional Fee Reserve: Funds in the amount of \$25,000 that the Debtor shall  
21           reserve from distributions to pay the fees and expenses of Professional Persons up to and following  
22           Confirmation. Upon the closing of the Bankruptcy Case, any remaining funds in the Professional Fee  
23           Reserve shall be distributed to Class 3.

Professional Persons: A person retained or to be compensated by the Debtor pursuant  
          to §§ 326, 327, 328, 330, and/or 1103 of the Bankruptcy Code.

Proof of Claim: A proof of claim as defined in Bankruptcy Rule 3001(a).

Schedules: The schedules of assets, liabilities and executory contracts and the  
          statement of financial affairs of the Debtor filed pursuant to § 521 of the Bankruptcy Code, and in  
          accordance with the Bankruptcy Rules, as each has been, or may be, amended and supplemented from  
          time to time.

1            Secured Claim: An Allowed Claim that is a secured claim against property of the  
2 Debtor determined in accordance with § 506(a) of the Bankruptcy Code, or that is deemed allowed as  
3 a secured claim pursuant to this Plan.

4            Taxing Agency(ies): Any governmental or municipal agency holding a Claim that is  
5 not a Secured Claim and that is otherwise entitled to treatment as a Priority Tax Claim.

6            Unclassified Claim: An Allowed Claim that is not within the definition of any Class.

7            Unimpaired: With respect to any Claim or Interest, not impaired within the meaning of  
8 § 1124 of the Bankruptcy Code.

9            Unsecured Claim: An Allowed Claim that is (a) based upon (i) a Proof of Claim  
10 executed and timely filed in accordance with Bankruptcy Rule 3003(c) prior to the Claims Bar Date,  
11 or (ii) the listing of the claim in the Debtor’s Schedules as other than disputed, contingent or  
12 unliquidated, and (b) not a Secured Claim or a Priority Tax Claim.

### 13            **B.        Classification of Claims and Interests**

14            All Claims against the Debtor are classified as set forth herein. A claim is in a particular Class  
15 only to the extent it qualifies within the definition of such Class and is in a different Class to the  
16 extent it qualifies within the definition of such different Class.

17            Class 1:        EJH Claim  
18            Class 2:        Remaining Unsecured Claims  
19            Class 3:        Equity Interests

### 20            **C.        Treatment of Each Class Under the Plan**

21            The Plan provides for the distribution of funds totaling approximately \$1,379,470 (the “Plan  
22 Funds”).

#### 23            1.        Unclassified Claims.

              There are two classes of Claims and one class of Equity Interests, and certain other Claims are  
Unclassified Claims pursuant to applicable provisions of the Bankruptcy Code. If the Court confirms  
the Plan, on the Effective Date the class into which each Allowed Claim and Allowed Interest fits will  
determine the manner in which such Claim or interest will be treated. The classes defined are as  
follows.

              a.        Administrative Expense Claims. The Debtor shall pay all Administrative Expense  
Claims, including Claims of Professional Persons, from the Professional Fee Reserve on the later of  
the Effective Date or the date each such Claim becomes an Allowed Claim.

1           b.     Priority Tax Claims. The Debtor does not believe that there are any Priority Tax  
2 Claims in this case, and the Plan does not provide for any payment on any such claim.

3           2.     Classified Claims and Interests.

4           a.     Class 1: EJH Claim. Class 1 consists of the EJH Claim. The EJH Claim shall  
5 be allowed in the amount of \$893,797.95 as of January 1, 2018 (the “EJH Allowed Claim”), which is  
6 comprised of principal of \$775,000 and interest of \$118,797.95 (interest from December 9, 2014 at  
7 five percent (5%) per annum). Interest shall accrue on the EJH Allowed Claim following January 1,  
8 2018 at the rate of \$106.16 per day (the “EJH Per Diem”).

9           The Debtor is aware that there is presently a dispute between Snoqualmie Investments  
10 LLC, David Ebenal and EJH Enterprises, Inc., as to the beneficial owner of the EJH Allowed Claim.  
11 In the event such dispute is not resolved prior to Confirmation, on the Effective Date the Debtor shall  
12 reserve \$932,546.35 from distributions hereunder (the “EJH Reserve”), which is equal to the EJH  
13 Allowed Claim plus one year’s interest following January 1, 2018 in the amount of \$38,748.40. Upon  
14 (i) entry of an order of a court of competent jurisdiction that is not subject to any stay, or (ii) a writing  
15 signed by Snoqualmie Investments LLC, David Ebenal and EJH Enterprises, Inc., that determines the  
16 beneficial owner of the EJH Allowed Claim, the Debtor shall distribute to such owner funds equal to  
17 the EJH Allowed Claim plus interest at the rate of the EJH Per Diem times the number of days from  
18 January 1, 2018, to the date of such court order or signed agreement, up to the amount of the EJH  
19 Reserve, in full satisfaction of the Class 1 Claim. In the event any funds remain in the EJH Reserve  
20 following such distribution, such funds shall be distributed to Class 3.

21           b.     Class 2: Remaining Unsecured Claims. Class 2 consists of the Claims of  
22 Landplan Engineering Group (Claim Nos. 1, 2 and 3), and Pompano, LLC (Claim No. 8), or their  
23 assignees. No other claims shall be included in Class 2:

- Claim No. 4 (filed by EJH Enterprises, Inc.) and Claim No. 5 (filed by David Ebenal) are both based upon the EJH Claim and are treated under Class 1.
- The Bankruptcy Court previously disallowed Claim No. 6 of the Claimants.
- The Bankruptcy Court previously entered an order estimating the amount of Claim No. 7 of the Claimants at zero.
- The Bankruptcy Court previously disallowed Claim No. 9 of the IRS.
- The Disputed Claims of SLF Series G, LLC and Hillsborough Development, LLC, as listed in the Debtor’s schedules, have been disallowed.
- No other Proofs of Claim were filed, and no other Claims were listed in the Schedules in an amount greater than \$0.00 or that were not disputed.

1 On or about December 15, 2017, Pompano, LLC filed an amended Claim No. 8 in the amount of  
2 \$503,461.68. The Debtor believes that the amount is overstated, and objects to the amended Claim  
No. 8 as follows:

3 **Objection to Pompano, LLC Claim:** The Plan constitutes an objection to Claim  
4 No. 8, as amended (the "**Pompano Claim**"), on the basis that charges for  
5 "Bookkeeping and Management Expenses" (as specified in the Pompano Claim)  
6 are (i) generally within the scope of the uncompensated duties of Pompano, LLC,  
as manager of the Debtor, as set forth in the Debtor's Operating Agreement, and  
7 (ii) of a type that were previously disallowed by the arbitrator in its Partial Final  
Award in the Arbitration. The Debtor proposes that the Claim in the amount of  
8 **\$382,461.68.**

9 **Pompano, LLC shall, within the same deadline as has been set for objections to  
the Plan, file a written response to the objection, setting for its basis for why the  
above objection should not be sustained. If Pompano, LLC fails to so respond, the  
Pompano Claim shall be allowed in the amount of \$382,461.68 as of Confirmation.**

10 Upon the Effective Date, the Class 2 Claims shall be deemed Allowed Claims in the  
11 amounts indicated below:

12 Landplan Engineering Group:	\$22,556.58
Pompano, LLC:	<u>\$382,461.68</u>
	\$405,018.26

13 Each Class 2 Claim shall be paid in the amounts set forth above in cash from the Sale  
14 Proceeds on the Effective Date.

15 **Other than Administrative Expense Claims, the Class 1 Claim and the Claims of Landplan  
16 Engineering Group and Pompano, LLC, there shall be no distribution on any other Claims  
under the Plan.**

17 c. **Class 3: Equity Interests.** Class 3 consists of the Equity Interests in the Debtor,  
18 held by Pompano LLC and SLF Investment Trust. Based upon the distributions on Allowed Claims  
set forth above and the full amount of the EJH Reserve, there will be funds totaling *approximately*  
19 \$147,000 to distribute to Class 3, plus any remaining funds in the Professional Fee Reserve. Based on  
the provisions of the Operating Agreement, all funds will be distributed to Pompano, LLC

20 The Operating Agreement, at Paragraph 6.2.3, provides for a true-up as between  
21 Pompano, LLC and SLF Investment Trust upon a distribution on the EJH Claim:

22 6.2.3 *Payment to Pompano.* It is recognized by the parties that the payment to EJH for  
its Preferred Interest represents part of SLF Trust's fifty six percent (56%) share of the  
23 Profits, distributions or sale proceeds, as the case may be. Therefore, after payment to  
EJH for its Preferred Interest, Pompano shall receive the same adjusted payout as if

1 Pompano had received a distribution of Profits or sale proceeds when the EJH payout was  
2 made based upon Pompano's forty four percent (44%) Ownership Interest.

3 There appears to be confusion as to the present split of economic interests between the two  
4 members. Under the Operating Agreement, the economic split was first established at 70:30 as  
5 between SLF Investment Trust and Pompano, LLC, respectively. Under the First Amendment to the  
6 Operating Agreement, dated February 6, 2012, the split was changed to 54:46. However, under the  
7 Partial Award, the arbitrator assumed a split of 70:30 that (for various reasons) was adjusted to 64:36.  
8 Because of the amount of funds to be distributed to Class 3 and the effect of Paragraph 6.2.3, the  
9 outcome is the same whether SLF Investment Trust's equity share is 54%, 56% or 70%.

10 Using the arbitrator's determination in the Partial Award that the economic split between SLF  
11 Investment Trust and Pompano, LLC is 64:36, Pompano, LLC is entitled to a distribution of  
12 \$524,557.32 before any distribution to SLF Investment Trust can be made:

<b>Total hypothetical equity distribution</b>	
<b>based on EJH distribution:</b>	$\$932,546.35 / (.64) = \$1,457,103.67$
<b>Pompano true-up payment:</b>	$\$1,457,103.67 * (.36) = \$524,557.32$

13 The minimum payment to Pompano that would be required under Paragraph 6.2.3 is substantially  
14 greater than the balance of the funds that will be distributed to Class 3. Therefore, all funds available,  
15 after payment of Administrative Expense Claims and the Allowed Claims in Classes 1 and 2, shall be  
16 distributed to Pompano, LLC.

17 3. Impairment of Classes.

18 Each Class is impaired under the Plan. Pursuant to the provisions of § 1129(b) of the  
19 Bankruptcy Code, in the event a Class does not accept the Plan, the Debtor requests that the Court  
20 confirm the Plan without the consent of such Class.

21 **D. Claims Objections and Treatment of Disputed Claims.**

22 1. Administration of Claims.

23 The Debtor anticipates that all Claims will be administered prior to or in connection with  
Confirmation. Each Claim has either been listed in the Schedules in the amount of \$0.00, has  
previously been disallowed or estimated in the amount of zero, would become an Allowed Claim  
under the Plan, or (in the case of the Disputed Claims of SLF Series G, LLC and Hillsborough  
Development, LLC) will be disallowed prior to Confirmation.

2. Affirmative Claims, Defenses and Counterclaims Assigned to Liquidated Debtor.

On the Effective Date, the Debtor shall be deemed to have assigned to the Liquidated Debtor,  
and the Liquidated Debtor shall be deemed to have acquired and become the successor to, (i) all  
defenses, counterclaims and setoffs, whether equitable or legal, of the Debtor to Claims held or



1 asserted to be held against the Debtor, and (ii) all claims of the Debtor for relief against any other  
2 party.

3 3. No Distribution on Disputed Claims.

4 Notwithstanding any provision of the Plan specifying the time for payment of distributions to  
5 holders of Claims, no payment or distribution shall be made to the holder of any Disputed Claim until  
6 the time such Claim has been determined to be an Allowed Claim. Notwithstanding the existence of a  
7 Disputed Claim in a Class to which a distribution under this Plan is due, such distribution to other  
8 creditors shall not be affected by any delay in the resolution of the Disputed Claim. Upon the  
9 allowance of any Disputed Claim, the holder shall be paid the amount that such holder would have  
10 received had its Claim been an Allowed Claim on the Effective Date.

11 **E. Executory Contracts and Unexpired Leases**

12 The Debtor is not a party to any executory contracts or unexpired leases.

13 **F. Means for Execution of the Plan**

14 On the Effective Date, the Debtor shall retain funds sufficient for the EJH Reserve and the  
15 Professional Fee Reserve in its counsel's trust account and distribute all other Sale Proceeds on the  
16 Effective Date as set forth above. Upon a determination of the beneficial owner of the Class 1 Claim,  
17 whether by written agreement or final court order, the Debtor shall distribute to such owner funds  
18 equal to the EJH Allowed Claim plus interest at the rate of the EJH Per Diem times the number of  
19 days from January 1, 2018, to the date of such court order or signed agreement, up to the amount of  
20 the EJH Reserve, in full satisfaction of the Class 1 Claim.

21 **VIII. MISCELLANEOUS PROVISIONS**

22 1. Revesting of Assets. All assets of the Estate shall be vested in the Liquidated Debtor in  
23 accordance with 11 U.S.C. § 1141 and the Liquidated Debtor shall be free to manage its affairs with  
no further notice or order of the Court.

2. Reservation and Prosecution of Claims. Notwithstanding any provision to the contrary  
in this Plan, all rights, claims and causes of action, whether equitable or legal, of the Debtor, Debtor-  
in-Possession or the Liquidated Debtor against all persons arising under §§ 544, 545, 547, 548 and  
549 of the Bankruptcy Code, or under any other applicable non-bankruptcy law for the recovery of  
avoidable fraudulent conveyances or other transfers, are reserved for the Liquidated Debtor. During  
the pendency of the Bankruptcy Case, prior to or following Confirmation, the Liquidated Debtor may  
commence adversary proceedings against persons or entities to realize upon causes of action retained.  
Any Recoveries on claims under this paragraph shall be deposited into the Distribution Account for  
distribution to creditors pursuant to the terms of this Plan.

3. Unnegotiated Distribution Checks. Pursuant to § 347(b) of the Bankruptcy Code,  
ninety (90) days after any distribution by the Reorganized Debtor provided for herein, the Liquidated

1 Debtor shall stop payment on any such check remaining unpaid to a holder of an Allowed Claim and  
2 funds shall be returned to the Liquidated Debtor. From and after the date the Liquidated Debtor stops  
3 payment on any distribution check pursuant to this paragraph, the holder of the claim on account of  
4 which such check was issued shall be entitled to receive no further distributions on account of his  
5 claim and such holder's Allowed Claim shall thereupon be deemed satisfied in full.

6 4. Mailing List; Returned Distribution Checks. The official listing of creditor identities  
7 and mailing addresses (the "Official Mailing List") is maintained by the Clerk of the Bankruptcy  
8 Court, United States Bankruptcy Court, 700 Stewart St., Seattle, WA 98101. It shall be the obligation  
9 of each creditor and/or party-in-interest to assure that the Official Mailing List is current and accurate  
10 as to each such person or entity. In the event that a distribution check, that has been properly posted  
11 to the creditor's address as set forth in the Official Mailing List, is returned as undeliverable by the  
12 United States Postal Service, the Liquidated Debtor shall be authorized, but not required, to void such  
13 check with the applicable funds becoming unencumbered funds subject to distribution as otherwise  
14 provided for pursuant to this Plan, and deem the Claim of such creditor to be satisfied in full.

15 5. Administrative Claims Bar Date. The deadline for submission of all claims entitled to  
16 priority pursuant to §§ 507(a)(1), (a)(2) and (b) of the Bankruptcy Code incurred prior to  
17 Confirmation, with the exception of fees and costs of Professional persons, shall be thirty (30) days  
18 following Confirmation. Failure to file a claim by this date shall conclusively bar the claimant from  
19 asserting its claim, which claim shall be deemed disallowed and forever discharged.

20 6. Employment of Professional Persons. The Liquidated Debtor shall be authorized to  
21 employ and compensate Professional Persons following Confirmation upon such terms as the  
22 Liquidated Debtor deems reasonable and appropriate without further order of the Court.

23 7. Payments Shall Be Timely. The Liquidated Debtor shall timely make all payments  
required under this Plan. Without limiting the generality of the foregoing, the Liquidated Debtor shall  
be responsible for the timely payment of quarterly fees incurred pursuant to 28 U.S.C. § 1930(a)(6)  
following confirmation of the Plan until the case is closed. After confirmation of the Plan, the  
Liquidated Debtor shall serve on the United States Trustee quarterly a financial report for each quarter  
(or portion thereof) the case remains open. The quarterly financial report shall include a statement of  
all disbursements made during the course of the quarter, whether or not pursuant to the Plan.

8. Stay of Confirmation Order Shall Not Apply. The stay of enforceability of the order of  
Confirmation pursuant to Bankruptcy Rule 3020(e) shall not apply, and the order of Confirmation  
shall be enforceable according to its terms immediately upon entry absent further order of the Court.

9. Event of Default; Consequence of Default. An event of default shall occur if the  
Debtor shall fail to comply with a material provision of this Plan. In such an event, the party alleging  
such default shall provide written notice of the alleged default to the Liquidated Debtor and the  
attorneys for the Liquidated Debtor, at the following addresses:

1 Mr. David Ebenal  
2 P.O. Box 31548  
3 4326 Pacific Hwy.  
4 Bellingham, WA 98228  
5 Phone: 360-319-0898  
6 Email: [david@ebenal.com](mailto:david@ebenal.com)

7 James L. Day  
8 Bush Kornfeld LLP  
9 601 Union Street, Suite 5000  
10 Seattle, WA 98101-2373  
11 Phone: 206-292-2110  
12 Fax: 206-292-2104  
13 Email: [jday@bskd.com](mailto:jday@bskd.com)

14 To be effective, any notice of default must (a) conspicuously state that it is a notice of default;  
15 (b) describe with particularity the nature of the default, including a reference to the specific  
16 provision(s) of the Plan as to which a default or defaults is alleged to have occurred; and (c) describe  
17 any action the party believes is required to cure the default, including the exact amount of any  
18 payment required to cure such default, if applicable. An event of default occurring with respect to one  
19 Claim shall not be an event of default with respect to any other Claim. If, after sixty (60) days  
20 following the Liquidated Debtor's and their counsel's receipt of the notice of default, the Liquidated  
21 Debtor and such party have been unable to resolve, or the Liquidated Debtor has been unable to cure,  
22 the asserted default, such party may proceed with any remedies available to it under applicable law,  
23 provided that nothing herein shall limit or affect the Liquidated Debtor's right to seek appropriate  
relief from any court of competent jurisdiction.

**B. Satisfaction of Indebtedness and Discharge of Claims**

The distribution made to the various classes of creditors and equity security holders as provided for in this Plan shall be in full and complete satisfaction of their Allowed Claims and Allowed Interests. Pursuant to 11 U.S.C. § 1141(d)(3), the Debtor shall not receive a discharge upon Confirmation.

**C. Modifications of the Plan**

Pursuant to and consistent with the provisions of §§ 1127(b) and (e) of the Bankruptcy Code and Bankruptcy Rule 3019, the Debtor reserves the right to modify or alter the provisions of the Plan at any time prior to or subsequent to Confirmation.

**D. Retention of Jurisdiction by the Bankruptcy Court**

Notwithstanding Confirmation, until entry of a final decree, the Bankruptcy Court shall retain jurisdiction to ensure that the purposes and intent of the Plan are carried out. Without limiting the generality of the foregoing, the Court shall retain jurisdiction for the following purposes:

- 1                   1.       Fixing and allowing any claim as a cost and expense of the administration of  
2 the Bankruptcy Case;
- 3                   2.       Re-examining any claim that has been allowed;
- 4                   3.       Hearing and determining objection to a claim. The failure of the Debtor or  
5 Liquidated Debtor to object to, or to examine any claim for the purpose of voting, shall not be deemed  
6 to be a waiver of the Debtor’s right to object to, or re-examine any claim in whole or in part.
- 7                   4.       Hearing and determining any action brought by the Debtor or the Debtor-in-  
8 Possession seeking to avoid any transfer of an interest of the Debtor in property, or any obligation  
9 incurred by Debtor, that is avoidable pursuant to applicable law.
- 10                  5.       Hearing and determining all causes of action, controversies, disputes, or  
11 conflicts between or among the Debtor and any other party, including those that were pending prior to  
12 Confirmation.
- 13                  6.       Hearing and determining all questions and disputes regarding title to the  
14 property of the Debtor or the Estate.
- 15                  7.       Correcting any defect, curing any omission, or reconciling any inconsistency in  
16 the Plan or the Order of Confirmation as may be necessary to carry out the purpose and intent of the  
17 Plan.
- 18                  8.       Hearing and determining any action brought by the Debtor to protect the Debtor  
19 and the Estate from actions of creditors, or other parties-in-interest.
- 20                  9.       Issuing any order necessary to implement the Plan or Order of Confirmation,  
21 including, without limitation, such declaratory and injunctive orders as are appropriate to protect the  
22 Debtor, the Estate and the Liquidated Debtor from actions of creditors, or other parties-in-interest.
- 23                  10.      Hearing and determining any dispute relating to the terms or implementation of  
the Plan or Order of Confirmation, or to the rights or obligations of any parties-in-interest with respect  
thereto.
11.      The modification of the Plan after Confirmation pursuant to the Bankruptcy  
Rules and the Bankruptcy Code in accordance with Article XIV above.
12.      Hearing and determining any motion by the Debtor for sale of property of the  
estate.

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**E. Entry of Closing Order by the Bankruptcy Court**

The Bankruptcy Court shall enter an order concluding and terminating the Bankruptcy Case upon application of the Liquidated Debtor.

RESPECTFULLY SUBMITTED this 5th day of January, 2018.

HUNTER HOSPITALITY, LLC

By Pompano, LLC

By           /s/ David Ebenal            
David Ebenal  
Its Manager