



Timothy W. Dore
U.S. Bankruptcy Court
(Dated as of Entered on Docket date above)

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UNITED STATES BANKRUPTCY COURT
WESTERN DISTRICT OF WASHINGTON

In re

GLACIERVIEW HAVEN, LLC,¹

Debtor.

No. 15-17327-TWD

ORDER APPROVING DISCLOSURE
STATEMENT

THIS MATTER came before the Court upon the filing by Andrew Wilson (the “Trustee”), Chapter 11 trustee in the above-captioned substantively consolidated bankruptcy case of his Disclosure Statement for Plan of Reorganization (the “Disclosure Statement”), along with the Notice of Hearing served upon all all creditors and other parties in interest indicated on the official mailing matrix maintained by the Clerk of the Court. No objections were filed. The Court has reviewed the

¹ The following Debtors are substantively consolidated with Glacierview Haven, LLC: Forest Court, LLC (USBC Case No. 15-17329); Skagit River Resort, LLC (USBC Case No. 16-11632); Buller Brothers, LLC; Clark Homestead, LLC; Cow Heaven, LLC; Mountain Court, LLC; Skagit River Properties, LLC and New Bullerville, LLC. The substantively consolidated entities are referred to herein as the “Consolidated Resort Debtors.”

1 files and records herein and finds that cause exists for approving the Disclosure Statement. Now,
2 therefore, it is hereby

3 **ORDERED:**

4 1. That the Disclosure Statement, in the form attached hereto as Exhibit A, is approved
5 and the Trustee may now solicit acceptances for his Plan of Reorganization (“Plan”) pursuant to 11
6 U.S.C. § 1125.

7 2. On or before Wednesday, April 5, 2017, the Trustee shall cause to be placed in the mail
8 to all creditors and other parties in interest indicated on the official mailing matrix maintained by the
9 Clerk of the Court a copy of the Plan and the approved Disclosure Statement, along with a ballot on
10 which creditors may indicate acceptance or rejection of the Plan.

11 3. All acceptances or rejections of the Plan must be in writing, filed with this Court, and
12 served on counsel for the Trustee no later than Friday, April 28, 2017.

13 4. Any objections to confirmation of the Plan shall be in writing, filed with this Court,
14 and served on counsel for the Trustee no later than Friday, April 28, 2017.

15 5. A hearing shall be held commencing on Friday, May 5, 2017 at 9:30 a.m. for this
16 Court's consideration of confirmation of the Trustee's Plan and any objections thereto which have been
17 timely filed pursuant to the terms of this Order. At the Friday, May 5, 2017 hearing, to the extent the
18 Court determines that an evidentiary hearing is necessary, it will set the time and date of such hearing.

19 //End of Order//

20 Presented by:

21 BUSH KORNFELD LLP

22 By /s/ Christine M. Tobin-Presser
23 Christine M. Tobin-Presser, WSBA #27628
Attorney for Chapter 11 Trustee

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UNITED STATES BANKRUPTCY COURT
WESTERN DISTRICT OF WASHINGTON

In re

GLACIERVIEW HAVEN, LLC,¹

Debtor.

No. 15-17327-TWD

DISCLOSURE STATEMENT FOR
TRUSTEE’S PLAN OF
REORGANIZATION FOR
CONSOLIDATED RESORT DEBTORS

**IMPORTANT: THIS DISCLOSURE STATEMENT CONTAINS INFORMATION THAT
MAY BEAR UPON YOUR DECISION TO ACCEPT OR REJECT THE PLAN OF
REORGANIZATION (THE “PLAN”) PROPOSED BY ANDREW WILSON (THE
“TRUSTEE”), CHAPTER 11 TRUSTEE WITH RESPECT TO THE FOLLOWING
SUBSTANTIVELY CONSOLIDATED DEBTORS (TOGETHER, THE “CONSOLIDATED
RESORT DEBTORS”):**

**GLACIERVIEW HAVEN, LLC (“GLACIERVIEW”);
SKAGIT RIVER RESORT, LLC (“SRR”);
FOREST COURT, LLC (“FOREST COURT”);
BULLER BROTHERS, LLC (“BULLER BROTHERS”);
CLARK HOMESTEAD, LLC (“CLARK HOMESTEAD”);
MOUNTAIN COURT, LLC (“MOUNTAIN COURT”);
NEW BULLERVILLE, LLC (“NEW BULLERVILLE”);
COW HEAVEN, LLC (“COW HEAVEN”) AND**

¹ The following Debtors are substantively consolidated with Glacierview Haven, LLC: Forest Court, LLC (USBC Case No. 15-17329); Skagit River Resort, LLC (USBC Case No. 16-11632); Buller Brothers, LLC; Clark Homestead, LLC; Cow Heaven, LLC; Mountain Court, LLC; Skagit River Properties, LLC and New Bullerville, LLC. The substantively consolidated entities are referred to herein as the “Consolidated Resort Debtors.”

1 **SKAGIT RIVER PROPERTIES, LLC (“SRP”).**

2 **PLEASE READ THIS DOCUMENT WITH CARE. THIS DOCUMENT SUMMARIZES THE**
3 **TERMS OF THE PLAN. THE TRUSTEE MAY CONTINUE TO NEGOTIATE PAYMENT**
4 **TERMS WITH CREDITORS, AND THE SPECIFIC TREATMENT OF CLAIMS MAY**
5 **CHANGE AS A RESULT, BUT THE PAYMENT TERMS WHICH THE CONSOLIDATED**
6 **RESORT DEBTORS WILL ASK THE COURT TO APPROVE WILL IN NO CASE BE**
7 **MATERIALLY LESS FAVORABLE THAN THOSE DESCRIBED HEREIN.**

8 TO ALL PARTIES IN INTEREST:

9 On December 17, 2015, Glacierview and Forest Court filed voluntary petitions under
10 Chapter 11 of the Bankruptcy Code. On March 28, 2016, SRR filed a voluntary petition under
11 Chapter 11 of the Bankruptcy Code. On June 13, 2016, the Bankruptcy Court ordered the
12 administrative consolidation of the Glacierview, SRR and Forest Court bankruptcies.

13 On June 13, 2016, the Bankruptcy Court ordered the appointment of a Chapter 11 Trustee with
14 respect to Glacierview, SRR and Forest Court. On June 20, 2016, Andrew Wilson was appointed as
15 the Chapter 11 Trustee.

16 On August 5, 2016, at the request of the Trustee, the Bankruptcy Court ordered the substantive
17 consolidation of Glacierview, SRR, Forest Court, Buller Brothers, Clark Homestead, Mountain Court,
18 Cow Heaven and SRP (the “Initial Substantive Consolidation Order”). On October 12, 2016, the
19 Bankruptcy Court ordered the substantive consolidation of New Bullerville with the other entities (the
20 “New Bullerville Consolidation Order” and, together with the Initial Substantive Consolidation Order,
21 the “Substantive Consolidation Orders”). The substantively consolidated reorganization case is
22 presently pending before the above-captioned Bankruptcy Court. The substantively consolidated
23 bankruptcy estate of the Consolidated Resort Debtors is referred to herein as the “Consolidated
Estate.”

16 This Disclosure Statement contains information with respect to the Trustee’s proposed Plan
17 with respect to the Consolidated Resort Debtors. Pursuant to § 1125 of the Bankruptcy Code, the
18 Disclosure Statement is being distributed to you along with a copy of the Plan to allow you to make an
19 informed decision in exercising your right to accept or reject the Plan. This Disclosure Statement has
20 been approved by order of the Court pursuant to § 1125 of the Bankruptcy Code as containing
21 information of a kind, and in sufficient detail, as far as is reasonably practicable under the
22 circumstances, that would enable a hypothetical reasonable investor to make an informed judgment
23 about the Plan. In the event of inconsistencies between the Plan and the Disclosure Statement,
however, the terms of the Plan shall control. The Court’s approval of this Disclosure Statement does
not constitute an endorsement of the Plan by the Court.

As a result of the Substantive Consolidation Orders, the assets of the Consolidated Resort
Debtors are pooled and merged for purposes of liquidation and ultimate distribution to creditors under
this Plan.

1 The Trustee recommends that you accept the proposed Plan and urges you to promptly return
2 your completed ballot to enable your vote to be counted.

3 **I.**
4 **DEFINITIONS**

5 Terms used in this Disclosure Statement not specifically defined herein or in the Bankruptcy
6 Code shall be defined as set forth in the Plan that accompanies this Disclosure Statement. In
7 particular, capitalized terms shall have the meanings prescribed for such terms in Section II of the
8 Plan.

9 **II.**
10 **BACKGROUND INFORMATION**

11 **A. Historical Background and Events Leading to Bankruptcy**

12 Prior to the spring of 2004, Madrene E. Clark, her daughter, Judith Brooks and her son,
13 Donald Clark owned a number of adjacent properties on a picturesque stretch of Highway 20 near the
14 Skagit River in Rockport, Washington. The properties have historically been operated together as
15 Skagit River Resort, a collection of cabins, mobile homes and RV parking spots located throughout
16 the properties that are rented to visitors to the North Cascades Highway, primarily during the summer
17 months, along with a restaurant called the Eatery.

18 The Clark family has owned and operated the property since 1888. At one point the property
19 was operated as Buller Brothers Lumber. In 1954, Madrene Clark took over and operated the
20 properties as Clark's Cabins which evolved into today's Skagit River Resort. Madrene Clark, now in
21 her nineties, has achieved local fame for serving cinnamon rolls at the opening of the North Cascades
22 Highway every year.

23 In the spring of 2004, Madrene Clark, Donald Clark and Judith Brooks executed quitclaim
deeds with respect to the various Resort properties into the newly formed Glacierview, Forest Court,
Clark Homestead, Buller Brothers, Mountain Court, Cow Heaven and New Bullerville limited liability
companies. With the exception of SRP and Forest Court, Madrene Clark, Donald Clark and Judith
Brooks are each members of all of the Resort Entities. All three are named as managers in the
respective limited liability company operating agreements, however, prior to the appointment of the
Trustee, Donald Clark managed the day to day affairs of the Skagit River Resort. Donald Clark is the
sole member/manager of Forest Court. SRP is directly owned by all of the other Resort Entities, and
thus, indirectly owned by Madrene Clark, Donald Clark and Judith Brooks with each of the three
named as managers.

1 **1. The Resort Properties and Operations**

2 **a. Glacierview.** Madrene Clark, quitclaimed Skagit County Tax Parcel Nos.
3 P113417/P45500, P45501 and P45503 (the "Glacierview Property") on April 7, 2004. As part of the
4 transfer, Madrene Clark, Donald Clark and Judith Brooks each retained a life estate in the real
5 property (the "Madrone Clark Life Estate," "Donald Clark Life Estate" and "Judith Brooks Life
6 Estate").

1 Estate,” respectively and, collectively, the “Clark Family Life Estates”). They did not retain a life
2 estate in any of the other Resort properties transferred to limited liability companies.

3 Madrene Clark resides in a portion of a residential building on the Glacierview Property.
4 Historically, rooms in the building have been rented to paying guests of the Skagit River Resort and
5 the Resort’s office is located in the building.

6 **b. Clark Homestead.** On March 23, 2004, Madrene Clark, Donald Clark and
7 Judith Brooks quitclaimed Skagit County Tax Parcel No. 45476 (the “Clark Homestead Property”) to
8 Clark Homestead. There are 20 rental cabins and three mobile homes on the Clark Homestead
9 Property.² In addition, there are seven campsites on the Clark Homestead Property that are rented out.
10 There is also a fifth wheel trailer on the Clark Homestead Property.

11 The laundry, shower facilities and playground for the Skagit River Resort are located on the
12 Clark Homestead Property. Likewise, the building housing the Skagit River Resort restaurant, The
13 Eatery, is located on the Clark Homestead Property, although the restaurant business itself is licensed
14 in the name of, and appears to be owned by, SRR as described infra.

15 **c. Buller Brothers.** On March 23, 2004, Donald Clark quitclaimed Skagit
16 County Tax Parcel Nos. P4355 and P121512 to Buller Brothers (the “Buller Brothers Property”). The
17 utilities infrastructure for the Skagit River Resort is located on the Buller Brothers Property, as well as
18 the two primary water wells for the resort. A variety of equipment utilized on the resort is located in a
19 shop building, half of which is on the Buller Brothers Property.

20 **d. Forest Court.** On March 23, 2004, Donald Clark quitclaimed Skagit County
21 Tax Parcel No. P45323 (the “Forest Court Property”) to Forest Court. There are five rental cabins on
22 the Forest Court Property, as well as 25 RV parking spots, with underground cable TV, power, water
23 and sewer, and two mobile homes located on the Forest Court Property.

e. Mountain Court. On March 23, 2004, Madrene Clark quitclaimed Skagit
County Tax Parcel Nos. P105140, P45505 and P45504 (the “Mountain Court Property”) to Mountain
Court. There are five mobile homes and one cabin on the Mountain Court Property.

f. Cow Heaven. On March 23, 2004, Donald Clark and Judith Brooks
quitclaimed Skagit County Tax Parcel Nos. P45478 and P45522 (the “Cow Heaven Property”) to Cow
Heaven. There is one mobile home on the Cow Heaven Property.

g. New Bullerville. On March 23, 2004, Donald Clark quitclaimed Skagit County
Tax Parcel Nos. P45481, P45482, P105151 and P126355 (the “New Bullerville Property”) to New

² The common understanding of the property line between the Clark Homestead Property and the
Forest Court Property places the 20 cabins and three mobile homes on the Clark Homestead Property.
However, one survey places the property line such that the cabins and many of the RV parking spots would, at
a minimum, be straddling the Clark Homestead Property and the Forest Court Property.

1 Bullerville. Three of the four parcels are located on the Skagit River, directly across the highway
2 from the remaining Resort properties. The fourth parcel contains a roadside chapel along Highway 20
3 that travelers can visit. The chapel is also rented for weddings, which can be catered by the Eatery
4 restaurant. There are a number of campsites on the three river properties that have been rented to
5 paying guests of the Resort.

6
7 **h. SRR.** SRR was formed in 1996 and does not own any of the Skagit River
8 Resort real property. The SRR Operating Agreement states that its purpose is “to own and manage a
9 resort business . . . consisting of no land parcels.” There is no management agreement between SRR
10 and any of the other Resort Entities.

11
12 The Eatery, the restaurant located on the Clark Homestead Property that serves the resort
13 guests, as well as travelers on Highway 20. The Eatery is licensed in the name of SRR and listed as a
14 registered trade name of SRR. Personal property tax records reflect that, in addition to restaurant
15 equipment, personal property serving the resort as a whole, including playground equipment and
16 laundry equipment, is owned by SRR.

17
18 **i. SRP.** SRP is a subsidiary of all of the Consolidated Resort Debtors. Pursuant
19 to the Skagit Property Operating Agreement, SRP was formed to act as these entities’ official agent
20 and representative. Pursuant to a transfer by the Bullerville Utility District in December 2015, as
21 further described in Section II.A.2 herein, SRP owns the water infrastructure on the Resort, including
22 the two wells and necessary equipment for water delivery.

23
24 **2. The Bullerville Utility District.** In 2002, the principals of the Consolidated Resort
25 Debtors caused a water sewer district, the Bullerville Utility District (“BUD”) to be formed, relating
26 to the water distributed throughout the Resort. Donald Clark, Madrene Clark and Robert Brooks,
27 husband of Judith Brooks, were named as the Commissioners of the BUD (each, a “Commissioner”).

28
29 The BUD obtained a grant from the State of Washington to pay for the construction of certain
30 improvements to the water system on the Resort (the “Water Infrastructure”). The Water
31 Infrastructure was built. From December 5, 2008 through December 31, 2011, the Office of the
32 Washington State Auditor (the “Auditor”) conducted an audit of the BUD relating to the grant funds,
33 issuing a Special Investigation Report on October 30, 2012 (the “Audit Report”). The Auditor asserts
34 that it incurred \$68,182.24 in conducting the audit, for which the BUD is liable (the “Audit Claim”).
35 In February 2014, the State of Washington Department of Commerce (“Commerce”) obtained a
36 judgment against the BUD and each of the Commissioners relating to the grant in the principal
37 amount of \$344,875 (the “BUD Judgment”).

38
39 In December 2015, the BUD Commissioners passed a resolution providing for the transfer of
40 the Water Infrastructure to SRP and the dissolution of the BUD, and provided the resolution to
41 Ecology. While this does not appear to satisfy the requirements for decommissioning a water district,
42 the Trustee understands that Skagit County has undertaken the process to formally decommission the
43 BUD.

1
2 **3. Financial and Operational Issues Precipitate Bankruptcy Filings.**

3 Pursuant to the Resort’s records, the income and expenses of the Resort for 2013 through 2016
4 (through the end of October, 2016), are as follows:

5

	Income	Expense	Profit
2013	330,040	404,095	-100,389 ¹
2014	308,141	340,399	-32,258 ²
2015	407,191	382,060	25,131 ²
2016	271,251	252,919	18,332 ²

7

8 Sources:

8 ¹ 2013 tax return for SRR.

9 ² Cash Basis via Quickbooks files.

10 Historically the Skagit River Resort had a strong brand and solvent operations. The financial
11 decline was due to over a decade of deferred maintenance and lack of effective marketing. This
12 resulted in high vacancy rates in a location (the North Cascades) and during a time that most other
overnight facilities were at or near capacity. Customer complaints regarding the quality of the facility
and poor customer service are representative of the damage to the company’s brand and revenue
producing ability.

13 At the same time, a significant portion of management’s attention was spent on non-revenue
14 producing activities, including pursuing issues with the Washington State Department of
Transportation over right of way and easement rights, development of the Bullerville Utility District
and dealing with the overly cumbersome general ledger that resulted from the formation of SRP and
15 the land parcel changes in 2004.

16 Nonetheless, it is the Trustee’s view that the Resort had the potential to operate at or near
17 break-even exclusive of debt service and, with a capital infusion and attention to operations, could
have been financially profitable. Ultimately, facing foreclosures from Columbia Bank, the bankruptcy
process was commenced.

18 **B. Events Since Bankruptcy**

19 **1. Pre-Administrative Consolidation/Trustee Appointment**

20 **a. Glacierview.** Glacierview filed its Bankruptcy Petition on December 17, 2015.
21 Glacierview Docket No. 1. The 341 Meeting of Creditors took place on December 21, 2015. On
22 January 11, 2016, the Court entered an order authorizing Glacierview to employ Marc Stern as
bankruptcy counsel. Glacierview Docket No. 28. Glacierview filed a motion for substantive
23 consolidation of the Consolidated Resort Debtors, which was denied. Glacierview Docket Nos. 29
and 34. The United States Trustee (“UST”) filed a motion to convert or dismiss Glacierview’s

1 bankruptcy for failure to file monthly operating reports which was withdrawn after Glacierview filed
2 reports for January through March 2016. Glacierview Docket No. 48. On June 13, 2016, in response
3 to the motion of Columbia State Bank (“Columbia Bank”) to convert the bankruptcy to a Chapter 7,
4 the Court ordered the appointment of a Chapter 11 trustee, as well as administrative consolidation
with the Forest Court and SRR bankruptcy cases with Glacierview being the lead case. Glacierview
Docket Nos. 55, 56 and 58. On June 20, 2016, the Court approved Andrew Wilson (the “Trustee”) as
the Chapter 11 trustee. Glacierview Docket No. 61.

5 **b. Forest Court.** Forest Court filed its Bankruptcy Petition on December 17,
6 2016. Forest Court Docket No. 1. The 341 Meeting of Creditors took place on December 21, 2015.
7 On January 11, 2016, the Court entered an order authorizing Forest Court to employ Marc Stern as
8 bankruptcy counsel. Forest Court Docket No. 18. The UST filed a motion to convert or dismiss
9 Glacierview’s bankruptcy for failure to file monthly operating reports which was withdrawn after
10 Glacierview filed reports for January through March 2016. Forest Court Docket No. 26. On June 13,
2016, in response to the motion of Columbia Bank to convert the bankruptcy to a Chapter 7, the Court
ordered the appointment of a Chapter 11 trustee, as well as administrative consolidation with the
Glacierview and SRR bankruptcy cases, with Glacierview being the lead case. Forest Court Docket
No. 29 and Glacierview Docket Nos. 55, 56 and 58. On June 20, 2016, the Court approved Andrew
Wilson as the Chapter 11 trustee. Glacierview Docket No. 61.

11 **c. SRR.** SRR filed its Bankruptcy Petition on March 28, 2016. SRR Docket No.
12 1. The 341 Meeting of Creditors took place on April 27, 2016. SRR Docket No. 5. On May 26,
2016, the Court entered an order authorizing SRR to employ Marc Stern as bankruptcy counsel. SRR
13 Docket No. 27. On June 13, 2016, in response to the motion of Columbia Bank to convert the
14 bankruptcy to a Chapter 7, the Court ordered the appointment of a Chapter 11 trustee, as well as
administrative consolidation with the Forest Court and SRR bankruptcy cases, with Glacierview being
the lead case. SRR Docket No. 35 and Glacierview Docket Nos. 55, 56 and 58. On June 20, 2016,
the Court approved Andrew Wilson as the Chapter 11 trustee. Glacierview Docket No. 61.

15 **2. Post-Administrative Consolidation/Trustee Appointment**

16 **a. Employment of Trustee’s Professionals.** On June 27, 2016 the Court entered
17 an order approving the Trustee’s retention of Bush Kornfeld, LLP as his bankruptcy counsel.
18 Glacierview Docket No. 76. On July 19, 2016, the Court entered an order approving the Trustee’s
19 retention of Andrew Wilson (himself) to provide certain day-to-day accounting and financial services
with respect to the Resort. Glacierview Docket No. 91. On August 19, 2016, the Court entered an
order authorizing the Trustee to employ Welles Rinning, LLC (the “Real Estate Consultant”) as his
20 real estate consultant. Docket No. 122. On October 31, 2016, the Court entered an order authorizing
the Trustee to employ Tupper Mack Wells, PLLC (“Land Use Counsel”) as its special counsel with
21 respect to the land use issues described in Section II.B.2.d *infra*. Glacierview Docket No. 157. On
January 23, 2017, the Court entered an order authorizing the Trustee to employ Quackenbush &
Hansen, P.S. as CPA. Docket No. 2014.

22 **b. Substantive Consolidation of the Consolidated Resort Debtors.** As
23 previously indicated, on August 5, 2016, the Court entered the Initial Substantive Consolidation Order

1 and on October 12, the Court entered the New Bullerville Substantive Consolidation Order. Docket
2 Nos. 102 and 145. As part of the New Bullerville Substantive Consolidation Order, New Bullerville
3 granted Stephen Metzler and Almudena de Llaguno (together, “Metzler”) deeds of trust on three
4 parcels of the New Bullerville Property. Docket No. 130.

5 **c. Financial Performance Through Operations.** After his appointment, the
6 Trustee oversaw management of the Resort operations throughout June, July, August and September.
7 These are the months in which the Resort generates the vast majority of its business. Aside from
8 undertaking the necessary expenditures to ensure that there were no imminent safety hazards at the
9 Resort, the Trustee attempted to operate the Resort as efficiently as possible. Nonetheless, the Resort
10 only generated \$271,250.73 in revenue, as compared to \$252,919 in expenses, not taking into account
11 the debt service that would have been required to be paid outside of bankruptcy.

12 Based upon the Resort’s performance, the Trustee concluded that the Consolidated Resort
13 Debtors would be unable to confirm a plan of reorganization through which creditors could be repaid
14 through Resort revenues. Thus, the Trustee determined that the Consolidated Resort Debtors’ assets
15 would need to be liquidated in order to maximize repayment to creditors.

16 **d. Identification of Land Use Issues.** Through consultation with the Department
17 of Ecology, the Department of Health and the Skagit County Planning Department, the Trustee and
18 his Real Estate Consultant identified a multitude of issues that would likely need to be addressed in
19 order to market and ultimately sell the Resort. These included determination of the ownership and
20 extent of Resort water rights, highway access points, lot certification and certain development
21 restrictions.

22 Additionally, there is a question as to whether the State of Washington’s rights with respect to
23 the portion of Highway 20 that runs through the Resort may be deficient in some way which may
support in a claim in favor of the Consolidated Estate. The Trustee sought and obtained approval to
employ Land Use Counsel to advise and represent him with respect to these issues.

24 **e. Motion to Sell Timber.** Balancing the need for funding, without which the
25 Trustee would be unable to market and sell the Resort at all, with the importance of preserving, as
26 much as possible, the existing feel of the core Resort operations for potential purchasers. The Trustee
27 sought bids from three logging companies, Dill’s Creek, Inc. (“Dill’s Creek”), Janicki Logging &
28 Construction Co., Inc. and Nielsen Bros., Inc. to determine how much value could be obtained
29 through harvesting timber from the Resort. The Dill’s Creek bid was the highest and best bid. Dill’s
30 Creek was prepared to harvest timber on 12 of the Resort parcels however, substantial secured and
31 unsecured claims would still remain after application of the timber proceeds as appropriate. Because
32 of the likelihood that the value of the harvested property would be less without the trees, the Trustee
33 sought to minimize that impact. Thus, the Trustee proposed to sell timber from only six parcels.

As a result of the Post-Petition Financing described in Section II.B.2.f, the Trustee determined
that it would not need to immediately proceed with the Timber Sale, although he may do so in the
future if he determines that it is necessary, after first obtaining an order from the Court.

1 **f. The Proposed Sale.** In determining how best to market the assets, the Trustee
2 analyzed a number of possible scenarios and, as described below, concluded that selling the Resort as
a whole would be the only scenario with any realistic potential for repaying creditors in full.

3 The approach commonly used to value an income producing property is the income
4 capitalization approach in which the net operating income of a property is divided by an appropriate
5 capitalization rate to yield the likely value of the property. Because the Resort does not generate net
6 income, this methodology could not be used. The comparable sale approach is another methodology
7 commonly used to establish value in which the subject property is compared to properties of a similar
8 size and use that have recently sold. Because there is such a very small pool of resorts that have sold,
9 some on leased land, and in very dissimilar locations, this methodology is not appropriate. The third
10 approach to value is the replacement value approach in which the value of the land is added to the
depreciated value of the improvements. This methodology is the most relevant as the other
11 approaches to value are not appropriate. The Skagit County Assessor's value of land and
12 improvements were used as the best guide to land value and depreciated improvement value, under
13 this replacement value approach, because of the very limited number of sales in the upper Skagit area.
14 The tax assessed values of the parcels total \$1,534,500. From an active real estate broker in the area,
15 the Trustee has learned that recent property sales have generally been in the range of 17% to 20%
greater than the tax assessed value of the property.

16 Recognizing both that time and resources were of the essence and that the most likely and
17 most expedient buyer for the Resort would be a strategic purchaser, the Trustee's Real Estate
18 Consultant contacted likely potential purchasers including Upper Skagit Tribe (potential resort), the
19 State of Washington (potential state park) and several brokers representing church groups (potential
20 retreat). Gary Outzen, owner of the winery to the East of the Resort, had previously expressed interest
21 in Purchasing the Resort and thus, the Trustee's Real Estate Consultant initiated contact with Mr.
22 Outzen. Finally, a fourth party expressed interest and the Trustee invited him to provide a term sheet.
23 The Gary B. Outzen Trust (the "Purchaser") was the only party to provide a term sheet and/or execute
a purchase and sale agreement (the "Outzen PSA").

1 Pursuant to the Outzen PSA, the Purchaser has agreed to pay a total of \$1,800,000 (the
2 "Purchase Price") for the real and personal property of the Consolidated Estate (the "Consolidated
3 Estate Property"). The Outzen PSA allocates \$1,400,000 to the Consolidated Estate Real Property
4 and \$400,000 to the Consolidated Estate Personal Property. In addition to a 45-day due diligence
5 period, the sale (the "Outzen Sale"), is subject to a number of conditions. First, Donald Clark,
6 Madrene Clark and Judith Brooks contributing their life estates to the Consolidated Estate such that
7 they can be transferred to the Purchaser free and clear of liens, claims and encumbrances. Second,
8 because at the time that the parties entered into the Outzen PSA, it was unclear whether the
9 Washington State Department of Ecology ("Ecology") recognized BUD's transfer of the water
10 infrastructure to SRP, the Outzen PSA provides that to the extent the BUD was determined to own or
11 control the water infrastructure on the Resort, Purchaser and/or individuals or entities designated by
12 Purchaser would need to be designated as the only commissioners of BUD. Third, the Outzen PSA
13 provides that, at closing, the State must release the BUD Judgment.

1 The proposed Outzen Sale was approved by the Court on December 22, 2016. Docket No.
2 195. Pursuant to the Outzen PSA, closing is to occur on the later of (a) the earliest date by which the
3 due diligence contingency is waived and (b) three business days after the Court enters an order
4 confirming the Plan.

5 **g. Post-Petition Secured Financing.** In order to allow the timber to remain in place
6 pending the closing of the Outzen Sale, the Purchaser agreed, as part of the Outzen PSA, to loan the
7 Consolidated Estate \$100,000 (the “Secured Post-Petition Loan”), to be secured by two parcels of
8 land owned by Cow Heaven, LLC, Tax Parcel Numbers 45478 (“Cow Heaven Property 1”) and 45522
9 (“Cow Heaven Property 2”) (together, the “Post-Petition Loan Collateral”). The Secured Post-
10 Petition Loan would be applied as a credit against the Purchase Price at closing. In the event the fails
11 to close, the Purchaser will retain a secured claim against the Consolidated Estate unless the Purchaser
12 failed to close without legal excuse. The Secured Post-Petition Loan and its terms were approved by
13 the Court on December 22, 2016. Docket No. 195.

14 **h. Post-Petition Lease.** The Purchaser wanted to begin improving and operating the
15 Resort pending closing of the Outzen Sale. Thus, the Trustee entered into a lease with the Purchaser
16 (the “Lease”), pursuant to which the Purchaser would lease all of the Resort except for the
17 Glacierview Property in which the Clark family holds life estates. The Lease provides for base rent
18 comprised of ten percent (10%) of the revenue the Purchaser generates through lodging rentals and
19 restaurant receipts, excluding any applicable taxes. In addition, the Lease is a triple net lease and thus,
20 the Purchaser is responsible for paying property taxes with respect to the Consolidated Estate
21 Property. The Lease provides for termination upon closing of the Outzen Sale. In the event the
22 Outzen Sale does not close for any reason, the Lease provides for termination on the earlier of the
23 closing of a sale of the Resort to a third party and one year. If the Trustee later determines he must
log timber from the Consolidated Estate Property, the Purchaser has an opportunity to terminate the
Lease. The Court authorized the Trustee to enter into the Lease on January 5, 2017. Docket No. 199.
The Lease became effective February 1, 2017.

III. ASSETS AND LIABILITIES OF CONSOLIDATED RESORT DEBTORS

A. Assets of the Consolidated Resort Debtors

1. **Real Property.** The real property in which the Consolidated Resort Debtors hold an
interest and to which the Trustee believes have value are set forth below. Further information with
respect to the real property is set forth on Exhibit A hereto.

Parcel No.	Identification	Tax Assessed Value (2015)
P113417/P45500*	Glacierview Property 1	193,800
P45501*	Glacierview Property 2	49,000
P45503*	Glacierview Property 3	70,500

Parcel No.	Identification	Tax Assessed Value (2015)
P45329	Mobile Home	2,800
P45330	Mobile Home	1,400
P45323	Forest Court Property	209,600
P45355	Buller Property 1	15,900
P121512	Buller Property 2	68,100
P45480	Mobile Home	4,300
P45502	Mobile Home	2,500
P45476	Clark Homestead Property	587,000
P45328	Mobile Home	7,500
P45467	Mobile Home	4,200
P105140	Mountain Court Property 1	27,700
P45505	Mobile Home	106,000
P11328	Mobile Home	3,200
P100302	Mountain Court Property 2	2,600
P45504	Mountain Court Property 3	106,000
P45478	Cow Heaven Property 1	51,400
P45522	Cow Heaven Property 2	63,600
P45481	New Bullerville Property 1	38,200
P45482	New Bullerville Property 2	2,400
P105151	New Bullerville Property 3	32,000
P126355	New Bullerville Property 4	16,500
		1,666,200.00

* Consolidated Estate holds remainder interest only.

2. Other Personal Property. The Consolidated Resort Debtors have an assortment of personal property, including furniture used in the cabins, restaurant equipment for the Eatery and inventory and equipment used in operations for which no current inventory exists.

B. Liabilities of the Consolidated Resort Debtors

1. Secured Claims.

a. Skagit County Treasurer. Skagit County Treasurer filed a proof of claim (POC No. 1A) asserting claims for unpaid property taxes secured by the various parcels of real property as follows:

Title Holder	Tax Parcel No.	Asserted Tax Owed Through 2016
Glacierview	45500	2,895.14
Glacierview	45501	1,361.24

Title Holder	Tax Parcel No.	Asserted Tax Owed Through 2016
Glacierview	45503	3,986.87
Glacierview	113417	8,214.63
Buller Brothers	45355	113.77
Buller Brothers	12152	40.24
Clark Homestead	45476	45,695.18
Clark Homestead	45480	104.59
Clark Homestead	45502	85.92
SRR	Personal property	350.17
Cow Heaven	45478	5,852.36
Cow Heaven	45522	984.69
Forest Court	45323	10,160.46
Forest Court	45329	89.03
Forest Court	45330	14.51
Mountain Court	45328	137.75
Mountain Court	45467	103.54
Mountain Court	45504	998.32
Mountain Court	45505	11,329.74
Mountain Court	100302	86.95
Mountain Court	105140	1,286.90
Mountain Court	113238	93.18
Eatery	Personal Property	206.09
Total:		94,191.27*

*The proof of claim asserts a total \$94,190.87, a difference of \$.40.

b. Columbia Bank

(1) Columbia-Buller Brothers Claim. Columbia Bank filed a proof of claim (POC No. 6) asserting a claim against the Consolidated Resort Debtors in the amount of \$32,705.48 (the “Columbia-Buller Brothers Claim”) based upon a March 3, 2016 promissory note in the original principal amount of \$49,650 (the “Columbia-Buller Brothers Note”), secured by a deed of trust, Skagit County Recording No. 200603060202 (the “Columbia-Buller Brothers DOT”) encumbering one of the two parcels of the Buller Brothers Property, Tax Parcel No. 45355 (the “Buller Property 1”).

(2) Columbia-Forest Court Claim. Prior to substantive consolidation, Columbia Bank filed a proof of claim in the Forest Court bankruptcy (POC No. 4-1) in the amount of \$36,356.45 (the “Columbia-Forest Court Claim”) relating to a note from Donald and Sharon Clark, originally in favor of Summit Bank (the “Columbia-Clark Note”), secured by a deed of trust granted by Forest Court, Skagit County Recording No. 200603160137 (The “Columbia-Forest Court DOT”) with respect to the Forest Court Property. The Columbia-Forest Court DOT states that it secures only the Columbia-Clark Note.

1 (3) Columbia-Glacierview Claim. Columbia Bank filed a proof of claim
2 (POC No. 3) against Glacierview (the “Columbia-Glacierview Claim”) in the amount of \$107,539.28
3 based upon a promissory note executed by Glacierview on May 1, 2011, originally in favor of Summit
4 Bank (in the original principal amount of \$104,300.24 the “Columbia-Glacierview Note”), secured by
5 a deed of trust, Skagit County Recording No. 201101260033 (the “Columbia-Glacierview DOT”) against the following parcels of Glacierview Property: Glacierview Tax Parcel 45500 (“Glacierview
6 Property 1”), Glacierview Tax Parcel 45501 (“Glacierview Property 2”) and Glacierview Tax Parcel 45503 (“Glacierview Property 3”) (collectively, the “Columbia-Glacierview DOT Property”). The
7 Columbia-Glacierview DOT encumbers includes the life estates of Madrene Clark, Donald Clark and
8 Judith Brooks and the remainder interest of Glacierview and also purports to secure all obligations of
9 Madrene Clark, Donald Clark and Judith Brooks to Columbia Bank including the Columbia-Clark
10 Note described in Section III.B.1(b)(2) supra.

11 (4) Columbia-Mountain Court Claim. Columbia Bank filed a proof of
12 claim (POC No. 5) asserting a claim against the Consolidated Resort Debtors in the amount of
13 \$202,123.97 (the “Columbia-Mountain Court Claim”) based upon an Amended Judgment entered by
14 the Skagit County Superior Court on December 12, 2014 (the “Columbia Judgment”). Pursuant to
15 certain Findings of Fact and Conclusions of Law entered by the Skagit County Superior Court on July
16 9, 2014, the Columbia Judgment is secured by a deed of trust dated January 25, 2002, Skagit County
17 Recording No. 200201250041 (the “Columbia-Mountain Court DOT”) on the following Mountain
18 Court Property: Tax Parcel 105140 (“Mountain Court Property 1”) and Tax Parcel 44505 (“Mountain
19 Court Property 2”) the “Columbia-Mountain Court DOT Property”). Due to the recordation of the
20 Columbia Judgment in Skagit County on December 12, 2014, the Columbia Judgment is further
21 secured by (Mountain Court) Tax Parcel 44504 (“Mountain Court Property 3”).

22 **c. SBA.** The Small Business Administration (“SBA”) filed two proofs of claim
23 (POC No. 7 and POC No. 8) in the respective amounts of \$64,745.47 and \$1,746.88 (together, the
“SBA Claim”) based upon a note executed by Madrene Clark, Donald Clark, Judith Brooks and each
of the Resort Entities on or about February 4, 2010 in favor of the SBA in the original principal
amount of \$70,000 (the “SBA-Resort Entities Note”). The SBA-Resort Entities note is secured by a
deed of trust recorded on March 12, 2010, Skagit County Recording No. 201003120054 (the “SBA-
Mountain Court DOT”) on Mountain Court Property 2.

d. Metzler. Metzler filed a proof of claim (POC No. 9) asserting a claim against
the Consolidated Resort Debtors in the amount of \$107,539.28 (the “Metzler Claim”) based upon a
promissory note executed by New Bullerville on January 16, 2013 in the original principal amount of
\$70,000 (the “Metzler Note”), secured by four deeds of trust encumbering all of the New Bullerville
Property (collectively, the “Metzler Deeds of Trust”): (i) a deed of trust against Tax Parcel No. 45481
 (“New Bullerville Property 1”), Skagit County Recording No. 201301160026; (ii) a deed of trust
against Tax Parcel No. 4582 (“New Bullerville Property 2”), Skagit County Recording No.
201610100115; (iii) a deed of trust against Tax Parcel No. 105151 (“New Bullerville Property 3”),
Skagit County Recording No. 201610100116; and (iv) a deed of trust against Tax Parcel No. 126355
 (“New Bullerville Property 4”), Skagit County Recording No. 201610100114.

1 The term “Unimpaired” refers to those creditors whose claims or interests remain unaltered by
2 the reorganization effectuated by the Plan. Because of this favorable treatment, these creditors are
3 conclusively deemed to have accepted the Plan. Accordingly, under Section 1126(f) of the
4 Bankruptcy Code, it is not necessary to solicit acceptances from the holders of claims or interests in
5 such classes. No classes are unimpaired under the Plan and thus, no classes are conclusively deemed
6 to have accepted the Plan.

7
8 **B. Classification of Claims and Interests**

9 The Plan establishes nine classes of claims and one class of interests. If the Plan is confirmed
10 by the Court and becomes effective, the class into which each Allowed Claim and Allowed Interest
11 fits will determine the manner in which such claim or interest will be treated. The classes defined in
12 the proposed Plan are summarized below.

13 **1. Unclassified Claims**

14 **a. Administrative Claims**

15 As defined under the Plan, Administrative Expense Claims are Allowed Claims for costs or
16 expenses of the Chapter 11 Case that are allowed under sections 503(b) and 507(a)(1) of the
17 Bankruptcy Code, which will primarily be comprised of the allowed claims of Professionals and
18 amounts owed the UST pursuant to 28 U.S.C. § 1930. Claims incurred in the ordinary course of the
19 business following (i) the date of Glacierview’s bankruptcy filing in the case of Glacierview; (ii) the
20 date of SRR’s and Mountain Court’s bankruptcy filings in the case of Glacierview and Mountain
21 Court; (iii) the date of the Initial Substantive Consolidation Order in the case of Buller Brothers, Cow
22 Heaven, Clark Homestead, Forest Court, New Bullerville and SRP; and (iv) the date of the New
23 Bullerville Substantive Consolidation Order in the case of New Bullerville shall be paid in the
ordinary course of business in accordance with the terms and conditions of the particular agreements
governing such obligations.

b. Priority Tax Claims

As defined under the Plan, Priority Tax Claims are Allowed Claims of taxing agencies that are
entitled to priority in accordance with section 507(a)(8) of the Bankruptcy Code. Priority Tax Claims
include the principal portion of the applicable tax and interest accrued thereon through the Effective
Date but do not include any penalties. Pursuant to § 1129(a)(9)(C) of the Bankruptcy Code, all
Priority Tax Claims shall be paid in full from the Consolidated Estate Funds as soon as practicable
after Closing and after payment of or appropriate reserve for any Allowed Secured Claims to which
such Consolidated Estate Funds are subject. Claims of taxing agencies for penalties shall be Class 9
claims to the extent they are Allowed Claims and shall not be treated under this paragraph.

2. Classified Claims and Interests

Class 1: Allowed Secured Claims Skagit County Real Estate Tax
Class 2: Allowed Secured Columbia-Glacierview Claim

1	<u>Class 3:</u>	Allowed Secured Columbia-Forest Court Claim
	<u>Class 4:</u>	Allowed Secured Columbia-Buller Brothers Claim
2	<u>Class 5:</u>	Allowed Secured Columbia-Mountain Court Claim
	<u>Class 6:</u>	Allowed Secured Claim SBA
3	<u>Class 7:</u>	Allowed Secured Claim Metzler
	<u>Class 8:</u>	Allowed Secured Commerce Claim
4	<u>Class 9:</u>	Allowed General Unsecured Claims
	<u>Class 10:</u>	Allowed Interests in Consolidated Resort Debtors

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C. Treatment of Claims and Interests Under the Plan

The Treatment of Claims and Interests Under the Plan, and the Means for Execution of the Plan, are set forth in Sections V and VI, respectively, of the Plan and are summarized below. Notwithstanding the summary provided below, the terms of the Plan shall control the classification and treatment of claims and all other aspects of the Consolidated Resort Debtors’ rights and obligations as to matters governed by the Plan following the Effective Date. Parties are urged to read the Plan with care to determine the treatment proposed for their Claim or Interest.

In summary, the Plan treats the various classes as follows:

1. Class 1: Allowed Secured Claim Skagit County Real Estate Tax

Impaired. Class 1 consists of the Allowed Secured Claims of the Skagit County Treasurer (each, a “Class 1 Claim”). The Holder of the Class 1 Claim will retain its first position liens on the same real and personal property of the Consolidated Resort Debtors on which it held first position liens prepetition (each, a “Class 1 Lien”).

Upon the sale of any of the Consolidated Estate Real Property subject to a Class 1 Lien, the Class 1 Lien shall attach to the Net Proceeds Percentage³ attributable to the such Consolidated Estate Real Property in the same order, priority, and validity as it existed prior to the closing of such sale. Upon the sale of any of the Consolidated Estate Personal Property subject to a Class 1 Lien, the Class 1 Lien shall attach to the Net Sales Proceeds in the same order, priority, and validity as it existed prior to the closing of such sale.

The Holder of the Class 1 Claim shall be entitled to be paid from the Net Proceeds Percentage attributable to the particular Consolidated Estate Real Property and/or the Net Sales Proceeds of the Consolidated Estate Personal Property subject to the Class 1 Lien, up to the amount of the portion of the outstanding Class 1 Claim secured by the Class 1 Lien encumbering such property. By way of illustration only, the \$113.77 of the Class 1 Claim is secured by a Class 1 Lien against the Buller Property 1. The Holder of the Class 1 Claim shall be entitled to be paid the Net Proceeds Percentage attributable to the Buller Property 1, up to \$113.77.

³ “Net Proceeds Percentage” is defined in the Plan. The Net Proceeds Percentage of each parcel of real property assuming that the Outzen Sale is consummated is set forth on Exhibit A to this Disclosure Statement. In the event of a sale other than the Outzen Sale, Net Proceeds Percentages may change.

1 To the extent that the Class 1 Claim is not fully satisfied from the Net Proceeds Percentages
2 attributable to the Consolidated Estate Real Property and/or Consolidated Estate Personal Property
3 subject to the Class 1 Liens, the Holder of the Class 1 Claim shall hold a Class 9 Claim for the
remaining balance.

4 **2. Class 2: Allowed Columbia-Glacierview Claim**

5 **Impaired.** Class 2 consists of the Allowed Secured Claim of Columbia Bank with respect to
6 the Columbia-Glacierview Claim (the “Class 2 Claim”).

7 Upon the sale of Glacierview Property 1, Glacierview Property 2 and/or Glacierview Property
8 3, the Holder of the Class 2 Claim shall hold a lien against the Net Proceeds Percentage attributable to
such property in the same order, priority, and validity as the Columbia-Glacierview DOT to secure the
Class 2 Claim.

9 The Holder of the Class 2 Claim shall be paid from the Net Proceeds Percentages attributable
10 to Glacierview Property 1, Glacierview Property 2 and Glacierview Property 3 after full payment of
that portion of the Class 1 Claim secured by the Class 1 Lien(s) against such property. To the extent
11 that the Class 2 Claim is not fully satisfied from the Net Proceeds Percentages attributable to
Glacierview Property 1, Glacierview Property 2 and Glacierview Property 3, the Holder of the Class 2
12 Claim shall hold a Class 9 Claim for the remaining balance.

13 **3. Class 3: Allowed Secured Columbia-Forest Court Claim**

14 **Impaired.** Class 3 consists of the Allowed Secured Claim of Columbia Bank with respect to
the Columbia-Forest Court Claim (the “Class 3 Claim”).

15 Upon the sale of the Forest Court Property, the Holder of the Class 3 Claim shall hold a lien
16 against the Net Proceeds Percentage attributable to such property in the same order, priority, and
validity as the Columbia-Forest Court DOT to secure the Class 3 Claim.

17 The Holder of the Class 3 Claim shall be paid from the Net Proceeds Percentage attributable to
18 the parcel of the Forest Court Property after full payment of that portion of the Class 1 Claim secured
by the Class 1 Lien against such property. To the extent that the Class 3 Claim is not fully satisfied
19 from the Net Proceeds Percentage attributable to the Forest Court Property, the Holder of the Class 3
Claim shall hold a Class 9 Claim for the remaining balance.

20 **4. Class 4: Allowed Secured Columbia-Buller Brothers Claim**

21 **Impaired.** Class 4 consists of the Allowed Secured Claim of Columbia Bank with respect to
22 the Columbia-Buller Brothers Claim (the “Class 4 Claim”).

1 Upon the sale of the Buller Property 1, the Holder of the Class 4 Claim shall hold a lien
2 against the Net Proceeds Percentage attributable to such property in the same order, priority, and
3 validity as the Columbia-Buller DOT to secure the Class 4 Claim.

4 The Holder of the Class 4 Claim shall be paid from the Net Proceeds Percentage attributable to
5 the Buller Property 1, in either case after full payment of that portion of the Class 1 Claim secured by
6 the Class 1 Lien against such property. To the extent that the Class 4 Claim is not fully satisfied from
7 the Net Proceeds Percentage attributable to the Buller Property 1, the Holder of the Class 4 Claim
8 shall hold a Class 9 Claim for the remaining balance.

9 **5. Class 5: Allowed Secured Columbia-Mountain Court Claim**

10 **Impaired.** Class 5 consists of the Allowed Secured Claim of Columbia Bank with respect to
11 the Columbia-Mountain Court Claim (the “Class 5 Claim”).

12 Upon the sale of Mountain Court Property 1, Mountain Court Property 2 and/or Mountain
13 Court Property 3, the Holder of the Class 5 Claim shall hold a lien against the Net Proceeds
14 Percentage attributable to such property in the same order, priority, and validity as the Columbia-
15 Mountain Court DOT (with respect to Mountain Court Property 1 and 2) and the Columbia Judgment
16 (with respect to Mountain Court Property 3) to secure the Class 5 Claim.

17 The Holder of the Class 5 Claim shall be paid from the Net Proceeds Percentages attributable
18 to Mountain Court Property 1, Mountain Court Property 2 and Mountain Court Property 3, in all cases
19 only after full payment of that portion of the Class 1 Claim secured by the Class 1 Lien(s) against such
20 property or properties. To the extent that the Class 5 Claim is not fully satisfied from the Net
21 Proceeds Percentages attributable to Mountain Court Property 1, Mountain Court Property 2 and
22 Mountain Court Property 3, the Holder of the Class 5 Claim shall hold a Class 9 Claim for the
23 remaining balance.

6. Class 6: Allowed Secured SBA Claim

Impaired. Class 6 consists of the Allowed Secured Claim of the SBA (the “Class 6 Claim”).

Upon the sale of Mountain Court Property 2, the Holder of the Class 6 Claim shall hold a lien
against the Net Proceeds Percentage attributable to such property in the same order, priority, and
validity as the SBA-Mountain Court DOT to secure the Class 6 Claim.

The Holder of the Class 6 Claim shall be paid from the Net Proceeds Percentage attributable to
Mountain Court Property 2 only after full payment of (1) that portion of the Class 1 Claim secured by
the Class 1 Lien against Mount Court Property 2 and (2) the Class 5 Claim. To the extent that the
Class 6 Claim is not fully satisfied from the Net Proceeds Percentage attributable to the Mountain
Court Property 2, the Holder of the Class 6 Claim shall hold a Class 9 Claim for the remaining
balance.

1 **7. Class 7: Allowed Secured Claim of Metzler**

2 **Impaired.** Class 7 consists of the Allowed Secured Claim of Metzler (the “Class 7 Claim”).

3 Upon the sale of New Bullerville Property 1, New Bullerville Property 2, New Bullerville
4 Property 3 and/or New Bullerville Property 4, the Holder of the Class 7 Claim shall hold a lien against
5 the Net Proceeds Percentage attributable to such property, in the same order, priority, and validity as
6 the Metzler Deeds of Trust, to secure the Class 7 Claim.

7 The Holder of the Class 7 Claim shall be paid from the Net Proceeds Percentages attributable
8 to New Bullerville Property 1, New Bullerville Property 2, New Bullerville Property 3 and New
9 Bullerville Property 4, in all cases only after full payment of that portion of the Class 1 Claim secured
10 by the Class 1 Lien(s) against such property or properties. To the extent that the Class 7 Claim is not
11 fully satisfied from the Net Proceeds Percentages attributable to New Bullerville Property 1, New
12 Bullerville Property 2, New Bullerville Property 3 and New Bullerville Property 4, the Holder of the
13 Class 7 Claim shall hold a Class 9 Claim for the remaining balance.

14 **8. Class 8: Allowed Commerce Settlement Claim**

15 **Impaired.** Class 8 consists of the Allowed Commerce Settlement Claim (the “Class 8
16 Claim”). Pursuant to the BUD Settlement, the Holder of the Class 8 Claim shall hold a first position
17 lien on the Water Infrastructure to secure payment of the Class 8 Claim. The Class 8 Claim shall be
18 treated as follows:

19 a. In the event of a sale of the Consolidated Resort Property that generates
20 sufficient proceeds to satisfy the costs of sale and Classes 1 through 9, exclusive of the Allowed
21 Commerce Settlement Claim, in full, the Allowed Commerce Settlement Claim shall be included in
22 Class 9 and treated in the same manner as a Class 9 Claim.

23 b. In the event the proceeds of a sale of the Consolidated Resort Property are not
sufficient to satisfy the costs of sale and Classes 1 through 9, exclusive of the Allowed Commerce
Settlement Claim, the Class 8 Claimant shall be paid from the portion of the proceeds of such sale
attributable to the Water Infrastructure (the “Water Infrastructure Proceeds”). In the event the Water
Infrastructure Proceeds are insufficient to fully satisfy the Class 8 Claim, the Holder of the Class 8
Claim shall hold a Class 9 for the remainder.

9. Class 9: Allowed General Unsecured Claims

Impaired. Class 9 consists of Allowed General Unsecured Claims (each, a “Class 9 Claim”).
Each Holder of a Class 9 Claim shall be paid the lesser of the full amount of (a) its Class 9 Claim and
(b) its pro rata share of Unsecured Creditors Fund.

1 **3. Approval of BUD Settlement**

2 The Plan approves the BUD Settlement, a copy of which is attached as Exhibit A to the Plan.
3 The background and provisions of the BUD Settlement are described below and each asserted Cause
4 of Action and Claim by and between the parties to the BUD Settlement shall be treated as provided in
5 the BUD Settlement. In the event of an inconsistency between the summary below and the BUD
6 Settlement, the BUD Settlement will control.

7 The Audit Claim and the Judgment are currently against the BUD and not the Consolidated
8 Estate. BUD’s sole asset is the Water Infrastructure. Thus, in order for the Auditor and Commerce to
9 realize anything on their claims, the Water Infrastructure must be sold. The likely purchaser of the
10 Water Infrastructure is a purchaser of the Resort. As previously indicated, the Outzen Sale provides
11 for the sale of the Resort, including the Water Infrastructure, to the Purchaser.

12 The BUD must be formally dissolved pursuant to statute in order for the Water Infrastructure
13 to be transferred to a third party. Skagit County is in the process of dissolving the BUD pursuant to
14 RCW 36.96.040 based on the BUD’s inactivity for the past seven years. RCW 36.96.060 provides
15 that as part of the dissolution, Skagit County must wind up the BUD’s affairs, including liquidating
16 the Water Infrastructure to pay known creditors.

17 The Trustee, the Commissioners, Commerce and the Auditor have negotiated the BUD
18 Settlement pursuant to which, upon transfer by Skagit County of the Water Infrastructure to the
19 Consolidated Estate, Commerce and the Auditor would release all claims against the BUD. This
20 would satisfy Skagit County’s obligations as the BUD would have no further creditors.
21 Simultaneously with the transfer of the Water Infrastructure to the Consolidated Estate, Commerce
22 and the Auditor would be deemed to hold respective Allowed Claims in the amount of 50% of the
23 Judgment (the “Allowed Commerce Settlement Claim”) and 50% of the Audit Claim (the “Allowed
24 Audit Settlement Claim”). The Allowed Commerce Settlement Claim would be secured by a lien
25 against the Water Infrastructure, senior to any and all other encumbrances until the Allowed
26 Commerce Settlement Claim is fully satisfied. Upon receipt of the Allowed Commerce Settlement
27 Claim and the Allowed Audit Claim, Commerce and the Auditor, on the one hand, and the
28 Commissioners, on the other hand, would mutually release one another from all Claims and Causes of
29 Action relating to the Judgment and/or the Audit Claim.

30 On February 21, 2017, the Board of County Commissioners for Skagit County (“BOCC”) approved Ordinance No. O20170001 (the “Dissolution Ordinance”), dissolving the BUD. The
31 Dissolution Ordinance sets forth the BOCC’s intent to dispose of all property of the BUD and settle its
32 obligations, and directs the issuance of any public notice required for transfer of assets in order to
33 resolve creditors’ claims against the district. The BOCC entered a finding that the Washington
34 Department of Commerce and Washington State Auditor have entered into a settlement agreement
35 with the Trustee. The Trustee has requested that the BOCC wind up the district’s affairs by
36 transferring the Water Infrastructure to the Consolidated Bankruptcy Estate, to enable release of the
37 state agencies’ claims. The Clerk of the BOCC is expected to publish notice for two consecutive
38 weeks of intent to transfer the district’s assets. The Skagit County Prosecuting Attorney is expected to

1 present a proposed resolution to the BOCC authorizing transfer of the Water Infrastructure to the
2 Trustee. By law, the earliest date such a transfer can occur is March 24, 2017.

3 **4. Authority and Procedures for the Sale of Consolidated Estate Property**

4 The Plan Administrator shall have the authority to sell Consolidated Estate Property in
5 accordance with the provisions of the Sale Order and/or the Plan. To the extent the transaction
6 contemplated by the Sale Order fails to close, the Plan Administrator may sell Consolidate Estate
7 Property free and clear of liens pursuant to Bankruptcy Code § 363 in accordance with the terms of
8 Section 6.3 of the Plan. The Plan Administrator shall provide 20 days' notice of any proposed sale of
9 Consolidated Estate Property (the "Sale Notice Period") to the holder of a Lien or Interest in such
10 property and all other parties on the Special Notice List. The notices of sale shall, at a minimum,
11 identify (a) the property to be sold, (b) the sales price, (c) the method of sale, (d) the estimated costs of
12 sale, (e) the identity of the proposed purchaser and (f) the purchaser's relationship, if any, to other
13 parties in interest in the case. If no objection to the proposed sale is served on the Plan Administrator
14 within the Sale Notice Period, the Plan Administrator may proceed to sell the asset without
15 Bankruptcy Court approval or a hearing thereon. If an objection is timely filed, the Plan
16 Administrator shall set the matter for hearing before the Bankruptcy Court. The Plan Administrator
17 shall have authority to compromise sand settle various claims against the Consolidated Bankruptcy
18 Estate and/or claims the Consolidated Bankruptcy Estate may have against other persons.

19 **5. Section 1146(a) Exemption**

20 Pursuant to Bankruptcy Code § 1146(a), the issuance, transfer or exchange of any security
21 under the Plan, or the execution, delivery or recording of an instrument of transfer pursuant to, and
22 implementation of, or as contemplated by the Plan, or the vesting, transfer or sale of any Consolidated
23 Estate Property pursuant to, as part of the implementation of, or as contemplated by the Plan, shall not
be taxed under any state or local law imposing a stamp tax, transfer tax, real estate excise tax, or
similar tax or fee. Each recorder of deed, or similar official for any city, county, or governmental unit
in which any instrument hereunder is to be recorded shall, pursuant to the Confirmation Order, accept
such instrument without requiring the payment of any documentary stamp tax, deed stamps, transfer
tax, intangible tax, or real estate excise or similar tax.

24 **6. Retention of Claims**

25 All rights, claims and causes of action, whether equitable or legal, of any of the Consolidated
26 Resort Debtors and/or the Consolidated Estate against any and all persons are reserved for the Plan
27 Administrator, including without limitation all rights, claims and causes of action of the Consolidated
28 Resort Debtors and/or the Consolidated Estate arising under §§ 544, 545, 547, 548, 549 and 550 of the
29 Bankruptcy Code, or under applicable non-bankruptcy law, for the recovery of avoidable preferences,
30 fraudulent transfers or other conveyances. The Plan Administrator shall have the authority to settle
31 Claims and causes of action by third parties against the Consolidated Resort Debtors and/or the
32 Consolidated Estate and Claims and causes of action held by the Consolidated Resort Debtors and/or
33 the Consolidated Estate against third parties. The Plan Administrator shall provide 20 days' notice of
any proposed settlement (the "Settlement Notice Period"), including the terms thereof, to all parties on

1 the Special Notice List. If no objection to the proposed settlement is served on the Plan Administrator
2 within the Settlement Notice Period, the Plan Administrator may proceed to settle the Claim or Cause
of Action without Bankruptcy Court approval or a hearing thereon.

3 **7. Abandonment of Consolidated Estate Property**

4 Following the Effective Date, the Plan Administrator may abandon any of the Consolidated
5 Estate Property that he, in his business judgment deems burdensome to the Consolidated Estate by
filing a motion to abandon Bankruptcy Code § 554.

6 **8. Unsecured Creditors Fund**

7 All funds of the Consolidated Estate (the “Consolidated Estate Funds”) held by the Trustee
8 after payment of, or appropriate reserve for, (a) Allowed Administrative Expense Claims provided for
by this Plan, (b) Allowed Priority Tax Claims, (c) ongoing taxes and/or insurance related to the
9 Consolidated Estate Property, (d) UST Fees and other expenses necessary to preserve the value of the
Consolidated Estate’s assets, (e) amounts necessary to satisfy and pay the fees and costs of the Plan
10 Administrator, including any Professionals employed by the Plan Administrator (subsections (a)-(e)
referred to herein as the “Consolidated Estate Operating Expenses”) and (f) Classes 1-7 as provided
for in the Plan shall constitute the “Unsecured Creditors Fund.”

11 **9. Compensation of Plan Administrator**

12 The Plan Administrator shall be entitled to be compensated for his reasonable fees at the
13 hourly rate of \$300, plus reimbursement of his reasonable out of pocket expenses and costs incurred in
connection with performing the services contemplated by this Plan. The Plan Administrator shall have
14 authority to compensate himself without Bankruptcy Court approval from the funds remaining after
payment of, or appropriate reserve for, Classes 1-7 after providing 14 days’ notice to parties on the
15 Special Notice List. If any party entitled to object objects within the 14-day period, the Plan
Administrator shall set the matter for hearing before the Bankruptcy Court.

16 **10. No Liability of Plan Administrator**

17 The Plan Administrator and any Professionals employed by the Plan Administrator shall have
18 no liability for the outcome of any decision or course of action by the Plan Administrator except for
any damages caused by willful misconduct, gross negligence, fraud or breach of fiduciary duty.
19 Without the permission of the Bankruptcy Court, no judicial, administrative, arbitration or other
action or proceeding shall be commenced against the Plan Administrator in his official capacity with
20 respect to his status, duties, powers, acts or omissions in any forum other than the Bankruptcy Court.

21 **B. Consolidated Estate’s Acquisition of Life Estates**

22 At the time of the Closing of the Outzen Sale and contingent upon the Closing of the Outzen
23 Sale, Donald Clark, Judith Brooks and Madrene Clark will transfer their life estate interests to the
Consolidated Estate so that the Plan Administrator can, in turn, transfer them to the Purchaser. The

1 Consolidated Estate shall not be required to provide any consideration in exchange for such transfer, it
2 being understood that the holders of the life estates are making such contribution in order to maximize
their potential distribution as Holders of Class 10 Interests under the Plan.

3 **C. Distributions Under the Plan**

4 **1. Sources of Funds for Distribution**

5 The distributions under the Plan shall be made from the Consolidated Estate Funds.

6 **2. Distributions for Claims Allowed as of the Effective Date**

7 Except as otherwise provided herein or under applicable bankruptcy law or as ordered by the
8 Bankruptcy Court, distributions to be made on account of Allowed Claims as of the Effective Date
shall be made by the Disbursing Agent on the Distribution Date or as soon thereafter as is reasonably
9 practicable. Subsequent distributions shall be made as assets available for distribution become
available for distribution. Any payment or distribution required to be made under this Plan on a day
10 other than a Business Day shall be made on the next succeeding Business Day.

11 **3. Disbursing Agent**

12 The Plan Administrator shall serve as the Disbursing Agent.

13 **4. Disputed Claims**

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

18 **5. Interest on Claims**

19 Unless otherwise specifically provided for or contemplated in this Plan, the Confirmation
Order, or required by applicable bankruptcy law, post-petition interest shall not accrue or be paid on
20 any Claims and no Holder of a Claim shall be entitled to interest accruing on or after the Petition Date.

21 **6. Distributions by the Disbursing Agent**

22 The Disbursing Agent shall make all distributions required to be distributed under this Plan.
The Disbursing Agent shall not be required to give any bond or surety or other security for the
23 performance of its duties unless otherwise ordered by the Bankruptcy Court.

1 Substantive Consolidation Order in the case of New Bullerville that have not previously been assumed
2 or rejected.

3 **ARTICLE VII.**
4 **TAX CONSEQUENCES**

5 **A. Tax Consequences to the Estate**

6 The Consolidated Resort Debtors consist of nine limited liability companies that have been
7 substantively consolidated for bankruptcy purposes, but not for federal tax purposes. Each entity is
8 taxed as a partnership. In each of case, the partnership does not pay income tax. Rather, the
9 partnership income and expenses pass through to the partners for taxation. Eight of the limited
10 liability companies have identical ownership, while the ninth (Forest Court), is owned by Donald and
11 Sharon Clark. The following is an estimate of the capital gains tax that will be due from the members
12 of the Consolidated Resort Debtors in the event the Proposed Sale on the terms set forth in the Outzen
13 PSA, i.e., an \$1,800,000 purchase price, with \$1,400,000 allocated to Consolidated Estate Real
14 Property and \$400,000 allocated to Consolidated Estate Personal Property.

15 **NOTE: THE TRUSTEE'S CPA HAS PERFORMED THE FOLLOWING ANALYSIS BASED**
16 **UPON AVAILABLE INFORMATION AND MAKES NO REPRESENTATION OR**
17 **WARRANTIES AS TO ITS CORRECTNESS. THE ANALYSIS IS PROVIDED SOLELY**
18 **FOR INFORMATIONAL PURPOSES AND MEMBERS SHOULD SEEK THEIR OWN**
19 **INDEPENDENT TAX ADVICE.**

20 The Trustee has not been provided with the partners' tax basis for the properties owned by the
21 Consolidated Resort Debtors.

22 For purposes of this Disclosure Statement, capital gains tax with respect to the Consolidated
23 Resort Debtors is computed on a global basis, assuming one 100% owner of all of the Consolidated
Resort Debtors.

The cost and tax basis of the Consolidated Resort Real Property and Consolidated Resort
Personal Property for each Consolidated Resort Debtor were compiled as of December 31, 2013.
Next, the estimated depreciation allowance for 2014, 2015 and 2016 was determined in order to
update the tax basis as of December 31, 2016.

Neither the Outzen PSA nor the Sale Order allocate the \$1,400,000 component of the purchase
price as between land and buildings. The 2016 annual assessed values for each of the Consolidated
Resort Debtors were combined to arrive at a total assessed value for the Consolidated Resort Debtors
and to determine the ratio of total land and building values to total assessed values. Applying these
ratios to the \$1,400,000 purchase price yield an allocation of \$473,629 to land and \$926,371 to
buildings.

1 A review of the Skagit County website and proofs of claim filed to date reflects unpaid real
2 estate taxes of \$111,606 as of December 31, 2016 and unpaid interest and costs of \$115,341 related to
3 the secured claims on property owned by the Consolidated Resort Debtors. These amounts were
4 allocated to the land and buildings in accordance with the ratios discussed above. Approved
5 administrative professional fees to date (through November, 2016) total \$182,901.

6 Utilizing this data, the following pass-through income and/or loss for the Consolidated Resort
7 Debtors was calculated as follows:

- 8 1. Ordinary loss of \$45,820, comprised of IRC § 1245 depreciation recapture of
9 \$162,809, less deductions for costs of administration of \$182,901 and 2016
10 depreciation expenses of \$25,528;
- 11 2. Net IRC § 1231 gain of \$503,537, comprised of \$845,971 gain of building and
12 personal property less \$342,434 loss on land; and
- 13 3. Unrecaptured IRC § 1231 gain of \$608,780.

14 From this information, the total pass through tax liability is calculated to be \$108,682. The
15 calculation assumed taxable income of \$451,617, consisting of net IRC § 1231 gain of \$503,547 less
16 ordinary loss of \$45,620 and standard deduction of \$6,300. The \$451,617 was broken down, and tax
17 was computed based upon ordinary income of \$37,650 and IRC § 1250 recapture income of \$413,967.

18 The Trustee's CPA is currently calculating the 2014, 2015 and 2016 tax returns. Based on the
19 operating activity for these years and the above calculated tax on disposing of the real and personal
20 property, the Trustee will submit these tax returns to the IRS. As the partnerships do not pay income
21 taxes, neither does the consolidated bankruptcy estate. Rather the partnership income and expenses
22 pass through to the partners/members. This tax data is provided in the plan for informational purposes
23 only.

24 **B. Tax Consequences to Creditors**

25 Creditors will report any payments received under the Plan and any amounts disbursed in
26 accordance with their normal method of accounting.

27 **C. Certain U.S. Federal Income Tax Consequences of the Plan**

28 **CIRCULAR 230 DISCLAIMER: TO ENSURE COMPLIANCE WITH REQUIREMENTS**
29 **IMPOSED BY THE INTERNAL REVENUE SERVICE, WE INFORM YOU THAT (A) ANY**
30 **U.S. FEDERAL TAX ADVICE CONTAINED IN THIS COMMUNICATION (INCLUDING**
31 **ANY ATTACHMENTS) IS NOT INTENDED OR WRITTEN TO BE USED OR RELIED**
32 **UPON, AND CANNOT BE USED OR RELIED UPON, FOR THE PURPOSE OF (1)**
33 **AVOIDING TAX-RELATED PENALTIES UNDER THE INTERNAL REVENUE CODE OF**
34 **1986, AS AMENDED, OR (2) PROMOTING, MARKETING OR RECOMMENDING TO**
35 **ANOTHER PARTY ANY TRANSACTION OR TAX MATTER(S) ADDRESSED HEREIN,**

1 **AND (B) THIS DISCUSSION WAS WRITTEN IN CONNECTION WITH THE TRUSTEE**
2 **SOLICITING ACCEPTANCE OF THE PLAN THROUGH THIS DISCLOSURE**
3 **STATEMENT.**

4 **VIII.**
5 **CONFIRMATION OF THE PLAN**

6 **A. Voting Procedures**

7 A ballot to be used for voting your acceptance or rejection of the Plan of Reorganization is
8 being mailed to you together with this Disclosure Statement and Plan. Holders of claims should read
9 the instructions carefully, complete, date and sign the ballot, and transmit it in the envelope enclosed.
10 **IN ORDER TO BE COUNTED, YOUR BALLOT MUST BE RECEIVED AT THE INDICATED**
11 **ADDRESS NOT LATER THAN _____.** FAILURE TO VOTE OR A VOTE TO REJECT
12 **THE PLAN WILL NOT AFFECT THE TREATMENT TO BE ACCORDED A CLAIM OR**
13 **INTEREST IF THE PLAN NEVERTHELESS IS CONFIRMED.**

14 If more than one-half in number of claimants voting and at least two-thirds in amount of the
15 allowed claims of such claimants in each class of claims vote to accept the Plan, such classes will be
16 deemed to have accepted the Plan. If at least two-thirds in amount of the shares voted in a class of
17 equity interests are voted to accept the Plan, such Class will be deemed to have accepted the Plan. For
18 purposes of determining whether a class of claims or interests has accepted or rejected the Plan, only
19 the votes of those who have timely returned their ballots will be considered.

20 **B. Hearing on Confirmation**

21 The hearing on confirmation of the Plan has been set for _____, 2017 before the
22 Honorable Timothy W. Dore, United States Bankruptcy Judge, in Courtroom 8106, United States
23 Bankruptcy Court, 700 Stewart St., Seattle, WA 98101-1271. The Bankruptcy Court shall confirm
the Plan at that hearing only if certain requirements, as set forth in § 1129 of the Bankruptcy Code, are
satisfied.

C. Best Interests of Creditors

In order to satisfy one of the requirements under § 1129, the Trustee must establish that with
respect to each class, each holder of a claim in that class has accepted the Plan or will receive or retain
under the Plan on account of such claim property of a value that is not less than the amount that such
holder would receive if the Consolidated Resort Debtors were to be liquidated under Chapter 7 of the
Bankruptcy Code. Given that this is a liquidating plan, the Trustee believes that the Plan satisfies the
requirements of the best interests of creditors standard. Accordingly, the Trustee anticipates that the
Court will find that the Plan satisfies the best interests of creditors standard at the time of the hearing
on Confirmation.

1 The Plan contemplates liquidation of Consolidated Estate Assets to the extent necessary to pay
2 all creditors in full and thus, it satisfies the best interests of creditors standard.

3 **D. Feasibility**

4 The Trustee must also establish that confirmation of the Plan is not likely to be followed by the
5 Consolidated Resort Debtors' liquidation, or the need for further financial reorganization. The Plan
6 contemplates the liquidation of the Consolidated Estate Assets to the extent necessary to pay all
7 creditors in full and thus, this element is not applicable.

8 **E. Treatment of Dissenting Classes of Creditors**

9 The Bankruptcy Code requires the Bankruptcy Court to find that the Plan does not
10 discriminate unfairly, and is fair and equitable, with respect to each class of claims or interests that is
11 impaired under, and has not accepted, the Plan. Upon such a finding, the Bankruptcy Court may
12 confirm the Plan despite the objections of a dissenting class. The Trustee requested that the Court
13 confirm the Plan even if creditors holding claims in impaired classes do not accept the Plan.

14 **F. Effect of Confirmation**

15 After confirmation, all Consolidated Estate Property shall be free and clear of all Claims of
16 creditors except as otherwise provided in the Plan or the Confirmation Order. The provisions of the
17 Plan shall bind the Consolidated Resort Debtors and all other parties in interest, including any creditor
18 of the Consolidated Resort Debtors, whether or not such creditor is impaired by the Plan and whether
19 or not such creditor has accepted the Plan.

20 Entry of a final order granting a discharge acts as a discharge of any and all liability of the
21 Debtors that is dischargeable under Bankruptcy Code § 1141 and all creditors shall be subject to the
22 discharge injunction provided in Bankruptcy Code § 542. To the extent provided by Bankruptcy
23 Code § 1141, the rights afforded under the Plan and the treatment of Claims contained therein shall
serve as complete satisfaction, discharge, and release of all Claims and liens of any nature.

G. Consequences of the Failure to Confirm the Plan

In the event the Court declines to confirm the Plan, the case may be dismissed and creditors
would lose the ability to share in the assets of the Consolidated Resort Debtors, as a whole.
Moreover, individual secured creditors may foreclose on the properties against which they hold liens,
minimizing or eliminating any equity available for other creditors.

DATED this 28th day of February, 2017.

By /s/ Andrew Wilson
Andrew Wilson, Chapter 11 Trustee

Title Holder	Parcel No.	Identification	Description of Property	Tax Assessed Value (2015)	Allocation of Net Sales Proceeds ("Net Proceeds Percentage")
Madrene Clark (Life Estate)	P113417/P45500	Glacierview Property 1	1 acre land and building	\$ 193,800.00	11.63%
Donald Clark (Life Estate)	P45501	Glacierview Property 2	1.7 acres land and building	\$ 49,000.00	2.94%
Judith Brooks (Life Estate)	P45503	Glacierview Property 3	1 acre land and building	\$ 70,500.00	4.23%
Glacierview (Remainder Interest)					
Forest Court	P45329		Mobile Home	\$ 2,800.00	0.17%
	P45330		Mobile Home	\$ 1,400.00	0.08%
	P45323	Forest Court Property	4.80 land and building	\$ 209,600.00	12.58%
Buller Brothers	P45355	Buller Property 1	3.3 acres land	\$ 15,900.00	0.95%
	P121512	Buller Property 2	15.76 acres land	\$ 68,100.00	4.09%
Clark Homestead	P45476		6.82 acres land and building	\$ 587,000.00	35.23%
	P45480	Clark Homestead Property	Mobile Home	\$ 4,300.00	0.26%
	P45502		Mobile Home	\$ 2,500.00	0.15%
Mountain Court	P45328		Mobile Home	\$ 7,500.00	0.45%
	P45467		Mobile Home	\$ 4,200.00	0.25%
	P105140	Mountain Court Property 1	9 acres land	\$ 27,700.00	1.66%
	P45505	Mountain Court Property 2	5 acres land and building	\$ 106,000.00	6.36%
	P113238		Mobile Home	\$ 3,200.00	0.19%
	P100302		Mobile Home	\$ 2,600.00	0.16%
Cow Heaven	P45504	Mountain Court Property 3	1 acre land and building	\$ 106,000.00	6.36%
	P45478	Cow Heaven Property 1	1.10 acres land and Mobile Home	\$ 51,400.00	3.08%
	P45522	Cow Heaven Property 2	Land	\$ 63,600.00	3.82%
New Bullerville	P45481	New Bullerville Property 1	19.64 acres land	\$ 38,200.00	2.29%
	P45482	New Bullerville Property 2	.36 acres (chapel)	\$ 2,400.00	0.14%
	P105151	New Bullerville Property 3	11.76 acres land	\$ 32,000.00	1.92%
	P126355	New Bullerville Property 4	7.32 acres	\$ 16,500.00	0.99%
				\$1,666,200.00	100.00%

EXHIBIT A