

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

In re:	:	Chapter 11
	:	
Dvorkin Holdings, LLC,	:	Case No. 12-31336-JBS
	:	
Debtor.	:	Hon. Jack B. Schmetterer
	:	

NOTICE OF MOTION

PLEASE TAKE NOTICE that on **February 20, 2015, at 10:30 a.m. prevailing Central time**, the undersigned shall appear before the Honorable Jack B. Schmetterer, Bankruptcy Judge for the United States Bankruptcy Court for the Northern District of Illinois, in the courtroom normally occupied by His Honor, Courtroom 682, at 219 South Dearborn Street, Chicago, Illinois, and then and there will shall present the Motion of ASM Capital IV, LP and ASM Capital V, LP for Order (I) Approving the Adequacy of the Disclosure Statement, (II) Establishing Procedures for Solicitation and Tabulation of Votes to Accept or Reject the Plan of Liquidation, (III) Fixing the Bar Date for Certain Professional Fee Claims, (IV) Fixing the Date, Time, and Place for Confirmation Hearing, and (V) Establishing Procedures for Rejection Damages Claims, a true and correct copy of which is attached and served upon you.

Respectfully submitted,

Dated: January 23, 2015

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Debtor.	:	Hon. Jack B. Schmetterer
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**MOTION OF ASM CAPITAL IV, LP AND ASM CAPITAL V, LP FOR ORDER (I)
APPROVING THE ADEQUACY OF THE DISCLOSURE STATEMENT, (II)
ESTABLISHING PROCEDURES FOR SOLICITATION AND TABULATION OF
VOTES TO ACCEPT OR REJECT THE PLAN OF LIQUIDATION, (III) FIXING THE
BAR DATE FOR CERTAIN PROFESSIONAL FEE CLAIMS, (IV) FIXING THE DATE,
TIME, AND PLACE FOR THE CONFIRMATION HEARING, AND
(V) ESTABLISHING PROCEDURES FOR REJECTION DAMAGES CLAIMS**

ASM Capital IV, LP and ASM Capital V, LP (collectively “ASM Capital”) hereby moves (this “Motion”)¹ this Court for an order substantially in the form attached hereto as **Exhibit 1** (the “Solicitation Procedures Order”), (i) approving the adequacy of the Disclosure Statement, (ii) establishing procedures for solicitation and tabulation of votes to accept or reject the Plan, (iii) fixing the Bar Date for certain Administrative Claims, (iv) fixing the date, time, and place for the Confirmation Hearing, and (v) establishing procedures for Rejection Damages Claims (as defined below). In support of this Motion, ASM Capital respectfully represents as follows:

¹ All capitalized terms used and not defined herein shall have the meaning set forth in the Plan, unless otherwise stated.

Jurisdiction and Venue

1. This Court has jurisdiction over this Motion to 28 U.S.C. § 1334. This matter is a core proceeding under 28 U.S.C. § 157(b)(2). Venue is proper in this district pursuant to 28 U.S.C. §§ 1408 and 1409.

2. The statutory predicates for the relief sought herein are sections 105, 1125, 1126 of title 11 of the United States Code, 11 U.S.C. §§ 101-1532 (the “Bankruptcy Code”), Rules 2002, 3003, 3016, 3017, 3018, and 3020 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), and Rules 3016-1 and 3018-1 of the Local Bankruptcy Rules for the Northern District of Illinois (the “Local Rules”).

Background

3. On August 7, 2012 (the “Petition Date”), Dvorkin Holdings, LLC, an Illinois limited liability company (the “Debtor”), filed a voluntary petition under chapter 11 of the Bankruptcy Code. Loran Eatman (“Mr. Eatman”), vice president of DH-EK Management Corp., a non-debtor affiliate of the Debtor (“DH-EK”) signed the petition as the Debtor’s authorized individual.

4. An official committee of unsecured creditors has not been appointed in this case.

5. On August 24, 2012, Patrick S. Layng, the United States Trustee for the Northern District of Illinois (the “UST”) filed a motion for the appointment of a Chapter 11 Trustee and for other relief [Docket No. 29] (the “UST Trustee Motion”). On August 29, 2012, FirstMerit Bank, N.A. (“FirstMerit”) separately filed a motion to appoint a Chapter 11 Trustee [Docket No. 32] (the “FirstMerit Trustee Motion,” and together with the UST Trustee Motion, the “Trustee Motions”). On September 17, 2012, the Debtor filed a response to the FirstMerit Trustee Motion and the UST Trustee Motion and a memorandum in support of its responses [Docket Nos. 52, 53,

and 54]. On September 20, 2012, the UST filed a reply in support of the UST Trustee Motion [Docket No. 59] and on September 22, 2012, FirstMerit filed a reply in support of FirstMerit Trustee Motion [Docket No. 60]. On October 1, 2012, the Court conducted a hearing to consider the Trustee Motions, and at the conclusion of the hearing, the Court granted the UST Trustee Motion. Following the hearing to consider the Motions, the Court entered an Order granting the UST Trustee Motion that authorized and directed the UST to appoint a Chapter 11 trustee for the Debtor's case [Docket No. 80].

6. On November 3, 2012, the UST filed a motion for approval of Gus Paloian as the Chapter 11 trustee [Docket No. 83]. On October 16, 2012, the Court entered an Order granting the UST's motion for approval of the appointment of Gus Paloian as the Chapter 11 trustee (the "Chapter 11 Trustee").

7. Upon information and belief, since his appointment, the Chapter 11 Trustee, has sold thirty-three (33) real estate assets owned by the Debtor, real estate assets owned by entities in which the Debtor had a whole or partial interest, or the Debtor's interest in other entities. Upon information and belief, after payment of secured debt upon those properties and interests, as of November 30, 2014, the Trustee was holding onto cash totaling \$19,427,658.

8. The Debtor's exclusive period to file a Chapter 11 plan and disclosure statement has long ago terminated, and ASM has no basis to anticipate that the Chapter 11 Trustee intends to make a distribution on account of unsecured claims any time in the immediate future.

9. In an effort to move this case toward a conclusion, contemporaneously herewith, ASM Capital, a holder of claims totaling more than \$5 million, has filed a Disclosure Statement (the "Disclosure Statement") with respect to the proposed Chapter 11 Plan of Liquidation (the

“Plan”). A copy of the Disclosure Statement is attached hereto as **Exhibit 2** and a copy of the Plan is attached to the Disclosure Statement as Appendix A.

10. As of the date hereof, ASM Capital is the only party to file a proposed plan in this Chapter 11 case.

Relief Requested

11. By this Motion, ASM Capital requests, among other things, that the Court enter the Solicitations Procedures Order, in substantially the form attached hereto, (i) approving the adequacy of the Disclosure Statement, (ii) appointing Garden City Group, Inc. as balloting agent; (iii) establishing procedures for solicitation and tabulation of votes to accept or reject the Plan, (iv) fixing the Bar Date for certain Administrative Claims, (v) fixing the date, time, and place for the Confirmation Hearing, and (vi) establishing procedures for Rejection Damages Claims.

Basis for Relief and Applicable Authority

I. Approval of the Disclosure Statement and the Form and Manner of Notice of the Disclosure Statement Hearing

A. Approval of the Disclosure Statement

12. Section 1125(b) of the Bankruptcy Code prohibits post-petition solicitation of a chapter 11 plan unless the plan and “a written disclosure statement approved, after notice and a hearing, by the court as containing adequate information” are transmitted to those persons whose votes are being solicited. ASM Capital has filed the Plan concurrently herewith and desires to commence solicitation of acceptances of the Plan.

13. Accordingly, ASM Capital requests that the Court approve the Disclosure Statement as providing adequate information within the meaning of section 1125(a)(1) of the Bankruptcy Code, which defines “adequate information” as:

[I]nformation of a kind, and in sufficient detail, as far as is reasonably practicable in light of the nature and history of the debtor and the condition of the debtor's books and records . . . that would enable a hypothetical reasonable investor typical of holders of claims or interests of the relevant class to make an informed judgment about the plan

11 U.S.C. § 1125(a)(1).

14. In examining the adequacy of the information contained in a disclosure statement, a bankruptcy court has broad discretion. *See Tex. Extrusion Corp. v. Lockheed Corp. (In re Tex. Extrusion Corp.)*, 844 F.2d 1142, 1157 (5th Cir. 1988) (“The determination of what is adequate information is subjective and made on a case by case basis. This determination is largely within the discretion of the bankruptcy court.”); *In re Unichem Corp.*, 72 B.R. 95, 97 (Bankr. N.D. Ill. 1987) (“Determination of the adequacy of the disclosure statement, and, therefore, approval of it, is within the sound discretion of the bankruptcy court and is to be determined on a case by case basis.”).

15. Accordingly, the determination of whether a disclosure statement contains adequate information is to be made on a case by case basis, focusing on the unique facts and circumstances of each case. In that regard, courts generally examine whether the disclosure statement contains information including:

- i. The circumstances that gave rise to the filing of the bankruptcy petition;
- ii. A disclaimer, which typically indicates that no statements or information concerning the debtor or its assets or securities are authorized, other than those set forth in the disclosure statement;
- iii. The condition and performance of the debtor while in chapter 11;
- iv. A summary of the plan;
- v. Information relevant to the risks being taken by the creditors;
- vi. The tax consequences of the plan; and
- vii. The relationship of the debtor with its affiliates.

See, e.g., In re Phoenix Petroleum Co., 278 B.R. 385, 393 (Bankr. E.D. Pa. 2001) (citing factors courts have considered in determining the adequacy of information provided in a disclosure statement); *In re Scioto Valley Mortgage Co.*, 88 B.R. 168, 170-71 (Bankr. S.D. Ohio 1988) (citations omitted) (same).

16. ASM Capital submits that the Disclosure Statement contains adequate information within the meaning of Bankruptcy Code section 1125. The Disclosure Statement is extensive and comprehensive; it contains descriptions and summaries of, among other things, (i) the Plan, (ii) the history of the Debtor, (iii) the prepetition capital structure of the Debtor, (iv) certain events leading to the commencement of this chapter 11 case and the entities involved in the case, (v) estimations of claims asserted against the Debtor's estate, (vi) risk factors affecting the Plan, (vii) financial information that would be relevant to creditors' determinations of whether to accept or reject the Plan, (viii) certain tax law consequences of the Plan, and (ix) a disclaimer indicating that no statements or information concerning the Debtor and its assets and securities are authorized other than those set forth in the Disclosure Statement.

17. In accordance with Local Rule 3016-1, the Disclosure Statement includes an introductory narrative summarizing the nature of the Plan and includes a clear description of the exact proposed treatment of each Class showing total dollar amounts and timing of payments to be made under the Plan, and all sources and amounts of funding thereof. In addition, the narrative identifies all Classes, the composition of each class, the amount of claims, and the amount to go to each class.

18. Moreover, in accordance with Local Rule 3016-1(1)(b), Appendix B to the Disclosure Statement contains a liquidation analysis as if the Debtor's assets were liquidated under chapter 7. The liquidation analysis explains why ASM Capital believes that the recoveries

for each Class of impaired Claims under the Plan will be a greater or equal recovery to the recoveries available in a chapter 7 liquidation.

19. More specifically, as detailed in the Disclosure Statement and its Appendix B, a substantial portion of the Debtor's assets have been sold. Therefore, the Debtor's estate consists primarily of the proceeds of those sales, those remaining assets, cash, and minimal additional assets that need to be monetized. Although the Plan's proposed liquidation and a chapter 7 liquidation would have the same goal of liquidating the remainder of the Debtor's estate and distributing all of the proceeds to creditors, ASM Capital believes that the Plan provides a more efficient vehicle to accomplish this goal. Liquidating the Debtor's estate pursuant to a chapter 7 liquidation would require the appointment of a chapter 7 trustee. The appointment of the chapter 7 trustee, as well as any professionals retained by the chapter 7 trustee, would increase the operating costs associated with the liquidation of the Debtor's estate.

20. Further, if the Debtor's Estate is liquidated in accordance with the Plan, there will be no need for a chapter 7 trustee and its advisor(s) to familiarize themselves with matters upon which the Debtor, ASM Capital, and their respective advisors already have vast institutional knowledge. Accordingly, ASM Capital believes that it will cost less to liquidate the Debtor's remaining assets under the Plan.

21. Consequently, ASM Capital submits that the liquidation analysis attached to the Disclosure Statement satisfies the Local Rules and that the Disclosure Statement contains adequate information within the meaning of Bankruptcy Code section 1125 and should be approved.

B. Approval of Form and Manner of Notice of the Disclosure Statement Hearing

22. ASM Capital filed the Plan and the Disclosure Statement contemporaneously herewith and requests a hearing to consider the adequacy of the Disclosure Statement (the “Disclosure Statement Hearing”). Bankruptcy Rule 3017(a) provides, in relevant part:

[A]fter a disclosure statement is filed in accordance with Rule 3016(b), the court shall hold a hearing on at least 28 days’ notice to the Debtor, creditors, equity security holders and other parties in interest as provided in Rule 2002 to consider the disclosure statement and any objections or modifications thereto. The plan and the disclosure statement shall be mailed with the notice of the hearing only to the debtor, any trustee or Creditors’ Committee appointed under the Code, the Securities and Exchange Commission, and any party in interest who requests in writing a copy of the statement or plan.

Fed. R. Bankr. P. 3017(a). In addition, Bankruptcy Rule 2002(b) requires

[e]xcept as provided in subdivision (l) of this rule, the clerk, or some other person as the court may direct, shall give the debtor, the trustee, all creditors, and indenture trustees not less than 28 days’ notice by mail of the time fixed (1) for filing objections and the hearing to consider approval of the disclosure statement . . . and (2) for filing objections and the hearing to consider confirmation of a chapter 9, chapter 11, or chapter 13 plan.

Fed. R. Bankr. P. 2002(b).

23. Copies of the Plan and Disclosure Statement (including all exhibits, schedules, and appendices, as they are filed) and all pleadings and orders of this Court are available on the website of Garden City Group, Inc. (“Garden City Group”) at <http://www.gcgincc.com> for no charge or, for a fee, at the Bankruptcy Court’s website at: www.ilnb.uscourts.gov.

24. Accordingly, in compliance with Bankruptcy Rule 3017(a), contemporaneously the claims and noticing agent in this chapter 11 case, will mail the Plan and Disclosure Statement to: (i) counsel to the Debtor; (ii) the Chapter 11 Trustee; (iii) counsel to the Chapter 11 Trustee the United States Trustee; (iv) counsel for the equity holders, and (iv) any other party-in-interest who requests in writing a copy of the Disclosure Statement or the Plan.

25. Further, contemporaneously herewith, the Balloting Agent will mail a notice stating that the Disclosure Statement Hearing is set for **February 20, 2015 at 10:30 a.m. (Central Time)**, identifying how to obtain the Disclosure Statement (and/or exhibits, schedules, and appendices thereto, including the Plan), identifying the deadline and procedures for filing objections to approval of the Disclosure Statement, and including the Balloting Agent's phone number and email address (the "Disclosure Statement Hearing Notice"), a copy of which is attached hereto as **Exhibit 3**, via first class mail on:

- i. Counsel to the Debtor;
- ii. The Chapter 11 Trustee
- iii. Counsel for the Chapter 11 Trustee
- iv. The United States Trustee;
- v. The Internal Revenue Service;
- vi. All of the Debtor's known creditors and holders of equity interests; and
- vi. Those persons and entities that have formally requested notice in the chapter 11 case pursuant to Bankruptcy Rule 2002.

26. The Disclosure Statement Hearing Notice will be served on the parties indicated above at least twenty-eight (28) days prior to the date set forth in the Disclosure Statement Hearing Notice as the date by which parties in interest must file and serve objections to the approval of the Disclosure Statement (the "Disclosure Statement Objection Deadline"). Accordingly, service of the Disclosure Statement Hearing Notice, as described herein, will satisfy the requirements of Bankruptcy Rules 3017(a) and 2002.

27. ASM Capital further submits that the form and manner of notice of the Disclosure Statement Hearing as described above are sufficient, and thus requests that the Court approve the form and manner of notice used by ASM Capital pursuant to Bankruptcy Rules 2002 and 3017.

II. Approving Noticing, Voting, and Related Solicitation Procedures

28. To conduct an effective solicitation of acceptances or rejections of the Plan that is consistent with the requirements of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and due process, ASM Capital seeks approval of the following Solicitation Procedures, including setting a record date, approving the form of Ballots, setting a voting deadline, and approving the procedure for tabulating Ballots.

A. Balloting Agent

29. In this case, no claims agent has been appointed. ASM Capital believes that it or its counsel are qualified to supervise the solicitation process and tabulate the ballots, however out of an abundance of caution to safeguard against any possible claims of impropriety, ASM Capital requests that Garden City Group be authorized to serve as the balloting agent be authorized to inspect, monitor, and supervise the solicitation process, to serve as the tabulator of the Ballots, to certify to the Court the results of the balloting, and to serve and distribute other notices and materials in connection with Plan and Disclosure Statement.

30. Garden City Group provides legal administrative services for class action, mass tort and bankruptcy cases nationally, and it has ten offices including an office in Chicago. Garden City Group has acted as a claims agent and/or balloting agent in numerous cases in this district, including *In re Kimball Hill, Inc.*, Case No. 08-10095; *West Side Community Hospital, Inc. d/b/a Sacred Heart Hospital*, Case No. 13-27091(ERW); *In re Clare Oaks*, Case No. 11-48903(PSH); *In re Vibrant Living*, Case No. 11-04386(TAB); and *In re IFC Credit Corporation*; Case No. 09-27094(JPC).

B. Record Date for Voting

31. Bankruptcy Rule 3018(a) provides that “an equity security holder or creditor whose claim is based on a security of record [must be] the holder of record of the security on the date the order approving the disclosure statement is entered or on another date fixed by the court.” ASM Capital requests that the Court set 5:00 p.m. (prevailing Central Time) on the day the Court enters the Solicitation Procedures Order approving the Disclosure Statement as the record date (the “Voting Record Date”) for purposes of Bankruptcy Rules 3017 and 3018, including for purposes of determining: (a) the holders of claims entitled to receive the Solicitation Materials (as defined below); (b) the holders of claims entitled to vote to accept or reject the Plan; and (c) whether claims have been properly transferred to an assignee pursuant to Bankruptcy Rule 3001(e), such that the assignee can vote as the holder of such claim.

C. Form of Ballot

32. Bankruptcy Rule 3018(c) requires that “[a]n acceptance or rejection shall be in writing, identify the plan or plans accepted or rejected, be signed by the creditor or equity security holder or an authorized agent, and conform to the appropriate Official Form.” ASM Capital’s solicitation procedures require that all votes to accept or reject the Plan be cast by using a ballot in the form of the Ballot attached hereto (the “Ballot”). The Ballot contains instructions for direct beneficial holders of claims.

33. ASM Capital has prepared the Ballot for use by all classes of claims under the Plan that are entitled to vote to accept or reject the Plan. By this Motion, ASM Capital seeks approval of the form of the Ballot and the authority to distribute, as described below, such Ballot to all holders of impaired claims entitled to vote on the Plan.

34. The form of the Ballot is based on Official Form No. 14, but has been modified to address the particular aspects of this chapter 11 case and to include certain additional information that ASM Capital believes to be relevant and appropriate for the Debtor's creditors.

35. The Balloting Agent will customize each Ballot to include the creditor's name, address, and claim information.

36. As described below, Ballots will be distributed to holders of claims in Class 4 (General Unsecured Claims) and who are entitled to vote on the Plan. Ballots will also be sent to holders of claims in Class 2 (Secured Claims), which allow them to elect whether their claims are to be treated as a Secured Claim or as a General Unsecured Creditor under the Plan, and if they elect to be treated to have their as a Class 4 General Unsecured Creditor, they shall be entitled to vote their claim with Class 4 General Unsecured Claims. All Ballots will be accompanied by return envelopes, postage prepaid, addressed to Garden City Group.

37. Ballots will not be distributed to holders of claims in Class 1 (Priority Claims), Class 3 (Convenience Claims), and Class 5 (Interests) because holders of such Claims and Interests are not impaired by the Plan and therefore are conclusively presumed to accept the Plan pursuant to Bankruptcy Code section 1126(f).

D. Distribution of the Disclosure Statement, Solicitation Procedures, and Ballots

38. Bankruptcy Rule 3017(d) sets forth the materials that must be provided to holders of claims and interests for purposes of soliciting their votes and providing adequate notice of the hearing on confirmation of a plan of reorganization. Except as otherwise provided herein, ASM Capital proposes that, after entry by the Court of the Solicitation Procedures Order approving the Disclosure Statement, Garden City Group, as balloting agent, shall distribute a CD-ROM containing electronic versions of the following materials (the "Solicitation Materials") to those

parties described below and shall also make the Solicitation Materials available on the Garden City Group Website:

- i. A copy of the Solicitation Procedures Order, the Disclosure Statement with all exhibits, including the Plan, and any other current supplements or amendments to those documents;
- ii. The applicable notice in the form attached as **Exhibit 5** hereto (the “Confirmation Hearing Notice”) that states, among other things, the time fixed by the Bankruptcy Court for: (a) returning Ballots reflecting acceptances and rejections of the Plan; (b) the Confirmation Hearing; and (c) filing objections to confirmation of the Plan; and
- iii. Such other materials as the Court may direct.

39. ASM Capital proposes to distribute: (i) the Solicitation Materials; (ii) the appropriate ballots and applicable voting instructions; (iii) any letters in support of the Plan from ASM Capital; and (iv) a pre-addressed, postage pre-paid, return envelope to the holders of all claims and interests in classes indicated in the Disclosure Statement as being entitled to vote on the Plan, *i.e.*, holders of claims in Class 2 (Secured Claims) and Class 4 (General Unsecured Claims, and together with the Class 2 Claims that elect treatment as General Unsecured Claims, the “Voting Claims”).

40. ASM Capital also proposes that Garden City Group distribute the Solicitation Materials to: (i) counsel for the Debtor; (ii) the Chapter 11 Trustee; (iii) counsel for the Chapter 11 Trustee; (iv) United States Trustee; and (v) those persons and entities that have formally requested notice pursuant to Bankruptcy Rule 2002.

41. The holders of claims in Class 1 (Priority Claims) and Class 3 (Convenience Class Claims) will receive full recovery on their claims under the Plan, and thus are conclusively presumed to have accepted the Plan. ASM Capital will not distribute the Solicitation Materials to holders of claims in Class 1 except to holders who request such materials in writing.

42. However, ASM Capital will send to holders of claims or interests of the Confirmation Hearing Notice and a notice (the “Non-Voting Notice”), substantially in the forms attached hereto as **Exhibit 2**. ASM Capital will send a Non-Voting Notice to each non-voting holder corresponding to the Class in which such holder holds its claim or interest. The Non-Voting Notice will, among other things, (i) include a summary of the treatment provided under the Plan to such Class, (ii) advise that the Disclosure Statement and Plan can be obtained for free from the website of Garden Group or, for a fee, via the Bankruptcy Court’s website at: www.ilnb.uscourts.gov, (iii) include the date of the Confirmation Hearing, and (iv) state the date fixed to file objections to confirmation of the Plan. ASM Capital submits that additional distribution of the Disclosure Statement and Plan is unnecessary in light of the fact that the parties receiving the Non-Voting Notice are not entitled to vote on the Plan.

43. Mailing the Solicitation Materials and other notices described herein, including the Confirmation Hearing Notice, to outdated or otherwise improper addresses results in unnecessary expense. ASM Capital requests that the Court excuse it and the Balloting Agent from mailing Solicitation Materials and other notices described in this Motion to those persons or entities to whom ASM Capital or the Balloting Agent mailed a notice of the Disclosure Statement Hearing that was returned by the United States Postal Service as undeliverable with no forwarding address.

44. The proposed Solicitation Procedures comport with due process and the requirements of Bankruptcy Rules 2002 and 3017 and Bankruptcy Code section 1125. ASM Capital hereby requests that this Court approve the Solicitation Procedures (including the procedures for distribution of the Solicitation Materials and the form of the Ballots) and the form of the Confirmation Hearing Notice and Non-Voting Notice.

E. Voting Deadline

45. Pursuant to Bankruptcy Rule 3017(c), at the time of or before the approval of the Disclosure Statement, the court shall fix a time within which the holders impaired claims may accept or reject the plan. In the Disclosure Statement, holders of Voting Claims will be instructed to return Ballots to the Balloting Agent. ASM Capital requests that the Court enter an order requiring that all Ballots accepting or rejecting the Plan must actually be received by the Balloting Agent no later than fourteen (14) days before the Confirmation Hearing (the “Voting Deadline”).

46. For votes to be counted, ASM Capital further requests that the Court require that all holders of claims entitled to vote on the Plan properly complete, execute and return their Ballots by (i) first class mail, (ii) overnight courier, or (iii) hand delivery so that they are actually received by the Balloting Agent on or before the Voting Deadline. Furthermore, ASM Capital proposes that any Ballot submitted by facsimile or electronic transmission not be counted. The method of delivery of Ballots to be sent from each holder of a claim to the Balloting Agent is at the election and risk of each holder and will be deemed made only when the original executed Ballot is actually received by the Balloting Agent. ASM Capital further requests that it be entitled to reserve the right to extend the Voting Deadline as facts and circumstances require.

F. Procedures for Voting and Vote Tabulation

47. To avoid uncertainty, to provide guidance to ASM Capital and Garden City Group, as balloting agent, and to avoid the potential for inconsistent results, ASM Capital requests that the Court, pursuant to section 105(a) of the Bankruptcy Code, establish the guidelines set forth below for tabulating the vote to accept or reject the Plan.

48. Votes Counted. ASM Capital proposes that any timely received Ballot that contains sufficient information to permit the identification of the claimant and is cast as an acceptance or rejection of the Plan will be counted and will be deemed to be cast as an acceptance or rejection, as the case may be, of the Plan. The foregoing general procedures will be subject to the following exceptions:

- i. If no proof of claim is filed then the vote amount shall be the noncontingent, liquidated, undisputed amount as set forth in the Debtor's filed Schedules, less any reduction to such claim evidenced by the Debtor's Amended Schedules;
- ii. If a Claim is listed in the Schedules as contingent, unliquidated, or disputed and a proof of claim was not (a) filed by the Bar Date or (b) deemed timely filed by an order of the Bankruptcy Court prior to the Voting Deadline, then such Claim will be disallowed for voting purposes (and for purposes of allowance and distribution under the Plan, unless otherwise ordered by this Court in accordance with the Bar Date Order);
- iii. If a Claim is deemed Allowed in accordance with the Plan, such Claim will be Allowed for voting purposes in the deemed Allowed amount set forth in the Plan;
- iv. If a Claim for which a proof of claim has been timely filed is marked as contingent or unliquidated, then such Claim will be temporarily Allowed for voting purposes only, and not for purposes of allowance or distribution, at \$1.00;
- v. If a Claim has been estimated or otherwise Allowed for voting purposes by order of the Court, such Claim will be temporarily Allowed in the amount so estimated
- vi. or Allowed by the Court for voting purposes only, and not for purposes of allowance or distribution;
- vii. Notwithstanding anything to the contrary contained herein, a creditor who has filed or purchased duplicate claims will be provided with only one set of Solicitation Materials and one Ballot and be permitted to vote only a single claim, regardless of whether such duplicate claims have been objected to; and
- viii. If the Debtor, the Chapter 11 Trustee, or ASM Capital has served and filed an objection to a Claim no later than July 1, 2014, ASM Capital proposes that such Claim be temporarily disallowed to the extent and in the manner as may be set forth in the objection for voting purposes only (and not for the purposes of the allowance or distribution, unless otherwise ordered by the Court prior to the Voting Deadline).

49. Votes Not Counted. ASM Capital further proposes that the following Ballots not be counted or considered for any purpose in determining whether the Plan has been accepted or rejected:

- i. Any Ballot received after the Voting Deadline (unless ASM Capital has granted an extension in writing of the Voting Deadline with respect to such Ballot);
- ii. Any Ballot that is illegible or contains insufficient information to permit the identification of the claimant;
- iii. Any Ballot cast in a manner that neither indicates an acceptance nor rejection of the Plan or that indicates both an acceptance and rejection of the Plan;
- iv. Any Ballot submitted by facsimile or electronic transmission;
- v. Any unsigned Ballot or Ballot not bearing an original signature;
- vi. Any Ballot cast by a person or entity that does not hold a claim in a class that is entitled to vote to accept or reject the Plan; or
- vii. Any Ballot cast for a claim scheduled as unliquidated, contingent, or disputed and for which (a) no proof of claim was timely filed and (b) no Rule 3018(a) Motion has been filed by the Rule 3018(a) Motion Deadline (as each term is defined below).

50. Rule 3018(a) Motions. Bankruptcy Rule 3018(a) provides, in relevant part, that, “notwithstanding objection to a claim or interest, the court after notice and hearing may temporarily allow the claim or interest in an amount which the court deems proper for the purpose of accepting or rejecting a plan.”

51. ASM Capital requests that the Court, pursuant to section 105(a) of the Bankruptcy Code, (a) fix seven (7) days before the Voting Deadline (the “Rule 3018(a) Motion Deadline”) as the deadline for the filing and serving of such motions requesting temporary allowance of a movant’s claim for purposes of voting pursuant to Bankruptcy Rule 3018(a) (“Rule 3018(a) Motion(s)”) and (b) require that such a motion be filed with the Clerk of the Court and served on the Notice Parties (as defined below) in the manner set forth below so as to

be received not later than 5:00 p.m. (prevailing Central Time) on the Rule 3018(a) Motion Deadline.

52. ASM Capital proposes that any party timely filing and serving a Rule 3018(a) Motion be provided a Ballot no later than three (3) business days after the Rule 3018(a) Motion Deadline and be permitted to cast a provisional vote to accept or reject the Plan. In the event that ASM Capital and such party are unable to resolve any issues raised by the Rule 3018(a) Motion prior to the Voting Deadline, (i) ASM Capital may object to the Rule 3018(a) Motion at the Confirmation Hearing (without filing a written objection), (ii) the Balloting Agent shall inform the Court at or before the Confirmation Hearing whether including the relevant provisional Ballot would affect the outcome of the voting to accept or reject the Plan in the relevant class in which the provisional Ballot was cast, and (iii) the Court then shall determine whether the provisional Ballot should be counted as a vote on the Plan. Such a procedure will help ensure an efficient tabulation of Ballots to be completed accurately by the Confirmation Hearing. Moreover, setting the date of the Confirmation Hearing as the date for hearing Rule 3018(a) Motions also permits the Court to avoid holding separate hearings on such motions. Nothing in these procedures is intended to affect ASM Capital's right to object to any proof of claim.

53. Changing Votes. Notwithstanding Bankruptcy Rule 3018(a), whenever two or more Ballots are cast voting the same claim prior to the Voting Deadline, the last dated, validly executed, Ballot received prior to the Voting Deadline will be deemed to reflect the voter's intent and thus to supersede any prior Ballots, provided, however, that where an ambiguity exists as to which Ballot was the latest mailed, the Balloting Agent reserves the right to contact the creditor and calculate the vote according to such voter's stated intent. This procedure is without prejudice to ASM Capital's right to object to the validity of the second Ballot on any basis permitted by

law and, if the objection is sustained, to count the first Ballot for all purposes. This procedure of counting the last Ballot is consistent with practice under various state and federal corporate and securities laws. Moreover, it will spare the Court, ASM Capital and the Debtor's estate the time and expense of responding to motions brought pursuant to Bankruptcy Rule 3018(a) and attempting to show cause for changing votes.

54. No Vote Splitting; Effect. ASM Capital proposes that the Court clarify that claim splitting is not permitted and order that creditors who vote must vote all of their claims within a particular class to either accept or reject the Plan.

55. Presumption if No Votes Cast in a Class Entitled to Vote on the Plan. ASM Capital further requests that if there are no votes cast in a particular Class that is entitled to vote on the Plan, then the Plan will be deemed accepted by such Class.

G. Duties of Balloting Agent

56. Garden City Group, as balloting agent, will assist this Court and ASM Capital by, among other things, mailing the Disclosure Statement, the Disclosure Statement Hearing Notice, the Solicitation Materials, receiving, tabulating, and reporting on Ballots cast for or against the Plan by holders of claims against the Debtor, certifying to the Court the results of the balloting, and responding to inquiries from creditors relating to the Plan, the Disclosure Statement, the Ballots, and matters related thereto, including, without limitation, the procedures and requirements for voting to accept or reject the Plan and for objecting to the Plan, soliciting votes on the Plan, if necessary, contacting creditors regarding the Plan, and mailing the Non-Voting Notice.

57. Prior to the Confirmation Hearing, pursuant to Local Rule 3017-1, Garden City Group, shall tally all Ballots and prepare a report of balloting which at a minimum shall include:

- i. a description of each class and whether or not it is impaired (for example, “Class 4 (General Unsecured Claims), impaired”);
- ii. for each impaired class, the number of Ballots received, the number of Ballots voting to accept and their aggregate dollar amount, and the number of Ballots voting to reject and their aggregate dollar amount;
- iii. a concluding paragraph indicating whether the Plan has received sufficient acceptance to be confirmed;
- iv. a completed Ballot report form substantially similar to the one posted on the court’s web site;
- v. appended to the completed Ballot report form, copies of all Ballots not counted for any reason and a statement as to why the same were not counted; and
- vi. certification that all Ballots were counted for the classes for which those Ballots were filed except for Ballots appended to the report.

58. At least three (3) days before the Confirmation Hearing, ASM Capital’s counsel shall (i) file the report of balloting on the Plan with the clerk; (ii) serve notice of such filing together with a copy of the report on counsel for the Debtor, the Chapter 11 Trustee and his counsel, and the United States Trustee, all parties on the service list, and all parties who have filed objections to confirmation of the Plan. ASM Capital’s counsel shall also file proof of such service and a copy of the notice and report shall be filed with the Court prior to the Confirmation Hearing.

H. Copies and Review of Documents

59. Imaged copies of the Plan and Disclosure Statement (including all Exhibits, Schedules, and Appendices) and all pleadings and orders of the Court are publicly available, free of charge, at the Garden City Group’s website and, for a fee, at the Bankruptcy Court’s website at: www.ilnb.uscourts.gov.

60. ASM Capital therefore requests that the Court approve the above-described solicitation procedures as good and sufficient in accordance with the Bankruptcy Code and the Bankruptcy Rules.

III. Establishing Notice and Objection Procedures for Confirmation of the Plan

A. Scheduling the Confirmation Hearing

61. In accordance with Bankruptcy Rule 3017(c) and to enable ASM Capital to confirm the Plan expeditiously, ASM Capital requests that this Court schedule the Confirmation Hearing on or about March 31, 2015, at 10:30 a.m. or as soon thereafter as the Court's calendar will permit.

62. Such date will give ASM Capital sufficient time to solicit votes on the Plan and to notify the required parties of the Confirmation Hearing date in accordance with Bankruptcy Rule 2002(b), which requires that parties receive twenty-eight (28) days' notice of the time fixed for filing objections and the hearing to consider confirmation of a chapter 11 plan. ASM Capital also requests that the Court order that the Confirmation Hearing may be continued from time to time by announcement of such continuance in open court without further notice to creditors or other parties in interest.

B. Establishing Procedures for Notice of the Confirmation Hearing and Filing Objections to Confirmation of the Plan

63. Bankruptcy Rule 2002(b) and (d) require not less than twenty-eight (28) days' notice to all creditors and equity security holders of the time fixed for filing objections to confirmation of a chapter 11 plan.

64. As provided above, ASM Capital proposes to provide to all parties that receive the Solicitation Materials, as part of those materials, a copy of the Confirmation Hearing Notice setting forth, among other things, the time fixed by the Bankruptcy Court for: (i) returning Ballots reflecting acceptances and rejections of the Plan; (ii) the Confirmation Hearing; and (iii) filing objections to confirmation of the Plan. In addition, as provided above, ASM Capital proposes to provide the Confirmation Hearing Notice and a Non-Voting Notice to holders of

claims in Class 1 (Priority Claims), Class 3 (Convenience Claims) and to holders of interests in Class 5 (Interests).

65. To the extent ASM Capital will not already distribute the Confirmation Hearing Notice to the following parties as set forth in this Motion, ASM Capital proposes to distribute the Confirmation Hearing Notice to:

- (i) all parties having filed proofs of claims, or notices of transfers of claims, in the chapter 11 case prior to the Voting Record Date;
- (ii) holders of claims listed in the Schedules including those listed as contingent, unliquidated, or disputed;
- (iii) holders of claims that were paid pursuant to, or expunged by, a prior order of the Court;
- (iv) all counter-parties to the Debtor's unexpired leases and executory contracts that have not yet been assumed or rejected; and
- (v) any other known holders of claims against or equity interests in the Debtor as of the Voting Record Date.

66. Bankruptcy Rule 2002(l) permits the Court to "order notice by publication if it finds that notice by mail is impracticable or that it is desirable to supplement the notice." In this case, balancing the nature of the Debtor's business and the limited pool of claims against the costs and practical realities, ASM Capital submits that publication notice with respect to the Confirmation Hearing should not be required.

67. Pursuant to Bankruptcy Rule 3020(b)(1), objections to confirmation of a plan must be filed and served "within a time fixed by the court." To permit ASM Capital adequate time to respond to objections prior to the Confirmation Hearing, ASM Capital requests that this Court establish 5:00 p.m. (prevailing Central Time) on the date that is fourteen (14) days prior to the Confirmation Hearing as the last date for filing and serving written objections to confirmation of the Plan (including any supporting memoranda) (the "Confirmation Objection Deadline"). ASM Capital further proposes that the Court only consider timely filed written

objections and that all objections not timely filed and served in accordance with the provisions of this Motion be deemed overruled. ASM Capital further requests that this Court direct that objections, if any (including any supporting memoranda) to confirmation of the Plan (i) shall be in writing, (ii) shall comply with the Bankruptcy Code, Bankruptcy Rules, and any Local Rules or orders of this Court, (iii) shall set forth the name and contact information of the objector and the nature and amount of any claim or interest asserted by the objector against the estates or property of the Debtor, (iv) shall state with particularity the legal and factual basis for such objection, and (v) shall be filed with this Court, together with proof of service thereof, and served upon the following persons (the “Notice Parties”) so as to be received no later than the Confirmation Objection Deadline:

Counsel for ASM Capital
Peter A. Siddiqui, Esquire
Katten Muchin Rosenman LLP
525 West Monroe Street
Chicago, IL 60661-3693

-and-

Jeffrey R. Waxman, Esquire
Morris James LLP
500 Delaware Avenue, Suite 1500
Wilmington, DE 19801

Counsel for the Debtor
Michael J. Davis, Esquire
Davis Greene Law LLC
1500 Eisenhower Ln. #800
Lisle, IL 60532

The Chapter 11 Trustee
Gus A. Paloian, Chapter 11 Trustee
Seyfarth, Shaw LLP
131 South Dearborn Street, Suite 2400
Chicago, IL 60606

Counsel for the Chapter 11 Trustee
James B. Sowka, Esquire
Bret M. Harper, Esquire
Seyfarth, Shaw LLP
131 South Dearborn Street, Suite 2400
Chicago, IL 60606

United States Trustee
Office of the United States Trustee
219 South Dearborn St., Room 873
Chicago, Illinois 60604
Attn: Stephen G Wolfe, Esquire

68. ASM Capital further requests that it be permitted to file a reply to any objections filed two (2) days prior to the Confirmation Hearing.

IV. The Professional Fee and Substantial Contribution Claims Bar Date

69. Section 503(a) of the Bankruptcy Code provides that: “An entity may timely file request for payment of an administrative expense or may tardily file such request if permitted by the court for cause.” 11 U.S.C. § 503(a). Indeed, Bankruptcy Code section 503(a) was amended in 1994 to make clear the intent of Congress that bankruptcy courts possess the requisite authority to set a bar date for filing requests for payment of administrative expenses. Moreover, administrative expense claims must be filed by the court-ordered bar date in order to enable the debtor and its creditors to know what entities are making claims and in what general amounts. *See In re BHS & B Holdings LLC*, 435 B.R. 153, 164 (Bankr. S.D.N.Y. 2010); *Pearl-Phil GMT (Far East) Ltd. v. Caldor Corp.*, 266 B.R. 575, 580 (S.D.N.Y. 2001); *Aargus Polybag Co. v. Commonwealth Edison Co. (In re Aargus Polybag Co.)*, 172 B.R. 586, 589 (Bankr. N.D. Ill. 1994); *see also In re Southern Soya Corp.*, 251 B.R. 302, 311 (Bankr. D.S.C. 2000) (courts may exercise discretion in setting bar dates according to the circumstances of each case). Further, Bankruptcy Rule 3003(c) requires that this Court fix a time within which proofs of claim shall be filed.

70. ASM Capital requests that any and all applications for the final allowance of claims for professionals who provided service to the Debtor’s bankruptcy estate (the “Professional Fee Claims”) shall be filed and served upon counsel to the Debtor, counsel to ASM Capital, the United States Trustee, and all persons on the Debtor’s Bankruptcy Rule 2002 service list on or before thirty (30) days after the Effective Date of the Plan (the “Professional Fee Claim Bar Date”).

71. ASM Capital requests that a hearing on final allowance of Professional Fee Claims (the “Final Fee Hearing”) be held as soon as practicable after the Professional Fee Claim Bar Date, and that the Liquidating Trustee shall file a notice of the Final Fee Hearing with the

Court, and served upon counsel for ASM Capital, counsel for the Debtor, the Chapter 11 Trustee and all of his professionals who provided services to the Debtor's bankruptcy estate, the U.S. Trustee, and all parties who have requested service on the post-petition service list pursuant to Section 14.4 of the Plan (the "Professional Fee Service List").

72. ASM Capital further requests that the Court establish that any party asserting a claim for substantial contribution pursuant to Section 503(b)(3). ASM anticipates that, as plan sponsor, it will file a motion for allowance of its legal fees and expenses incurred in connection with the plan and disclosure statement process, for substantial contribution. Additional, ASM Capital anticipates that Garden City Group will file a motion for substantial contribution for its fees and expenses in connection with its role as balloting agent as set forth herein. All parties will have the opportunity to file objections to any claims for substantial contribution.

73. Finally, ASM Capital requests that the Court conduct a hearing to consider the final allowance of Professional Fee Claims and all substantial contribution claims (the "Final Fee Hearing") as soon as practicable after the Professional Fee Claim Bar Date. The Liquidating Trustee shall file a notice of the Final Fee Hearing with the Court and serve a copy of the notice upon the Professional Fee Service List, which shall also include all parties having filed an application for a Professional Fee Claims or a claim for substantial contribution.

V. Establishing Procedures with Respect to Executory Contracts and Unexpired Leases

74. Pursuant to the Plan, as of the Confirmation Date, any and all remaining Executory Contracts and Unexpired Leases of the Debtor shall be deemed rejected, except for those Executory Contracts and Unexpired Leases that have previously been rejected or assumed by separate order of the Bankruptcy Court.

75. ASM Capital requests that this Court order any creditor asserting a claim for monetary damages as a result of the rejection of an Executory Contract or Unexpired Lease pursuant to the Confirmation Order to file a proof of claim substantially in the form of Official Form 10 with the Clerk of the Bankruptcy Court (a “Rejection Damages Claim”), and serve it on the Notice Parties and the Liquidating Trustee by no later than thirty days (30) days after the Confirmation Date.

76. If a Rejection Damages Claim is not timely filed, such Claim, if any, shall be forever disallowed and barred. If one or more Rejection Damages Claims are filed, the Liquidating Trustee may file one or more objections to any Rejection Damages Claims before the Claims Objection Deadline and serve such objection(s) upon the claimant and the claimant’s counsel, if any. Upon allowance, a Rejection Damages Claim shall be a Class 4 General Unsecured Claim.

Notice

77. Notice of this Motion has been served as set forth in the foregoing Certificate of Service attached to the Notice of Motion. Additionally, the Disclosure Statement Hearing Notice has been served as set forth in Section I.B of this Motion. In light of the nature of the relief requested herein, ASM Capital submits that no other or further notice need be provided.

Waiver of Page Limit Restrictions

78. Given the complexity of issues addressed herein, ASM Capital respectfully requests retroactive leave to exceed the fifteen (15) page limit established by Local Rule 5005-3(C).

WHEREFORE, ASM Capital IV, LP and ASM Capital V, LP respectfully request that this Court: (i) grant the Motion; (ii) enter the Solicitation Order in the form attached to this Motion as **Exhibit 1**; and (iii) grant such other and further relief as is just and proper.

Respectfully submitted,

Dated: January 23, 2015

By: /s/ Peter A. Siddiqui
Peter A. Siddiqui (ARDC No. 6278445)
Katten Muchin Rosenman LLP
525 West Monroe Street
Chicago, IL 60661-3693
Telephone: (312) 902-5200

-and-

Jeffrey R. Waxman
Morris James LLP
500 Delaware Avenue, Suite 1500
Wilmington, DE 19801
Telephone: (302) 888-6800

Counsel to ASM Capital IV, LP and ASM
Capital V, LP

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

In re:	:	Chapter 11
	:	
Dvorkin Holdings, LLC,	:	Case No. 12-31336-JBS
	:	
Debtor.	:	Hon. Jack B. Schmetterer
	:	

**ORDER GRANTING MOTION OF
ASM CAPITAL IV, LP AND ASM CAPITAL V, LP FOR ORDER
(I) APPROVING THE ADEQUACY OF THE DISCLOSURE STATEMENT,
(II) ESTABLISHING PROCEDURES FOR SOLICITATION AND TABULATION
OF VOTES TO ACCEPT OR REJECT THE PLAN OF LIQUIDATION, (III) FIXING
THE BAR DATE FOR CERTAIN PROFESSIONAL FEE CLAIMS, (IV) FIXING
THE DATE, TIME, AND PLACE FOR THE CONFIRMATION HEARING, AND
(V) ESTABLISHING PROCEDURES FOR REJECTION DAMAGES CLAIMS**

Upon consideration of the motion (the “Motion”)² of ASM Capital IV, LP and ASM Capital V, LP (collectively, “ASM Capital”) for Order in the above referenced chapter 11 cases, pursuant to sections 105, 502, 1125 and 1128 of title 11 of the United States Code (the “Bankruptcy Code”), Rules 3017, 3020, 9013, 9014, and 9021 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), and the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the Northern District of Illinois (the “Local Rules”), for an order (i) approving the Disclosure Statement under section 1125 of the Bankruptcy Code annexed as Exhibit I hereto; (ii) Establishing Procedures for Solicitation and Tabulation of Votes to Accept or Reject the Plan of Liquidation, (iii) Fixing the Bar Date for Certain Professional Fee Claims, (iv) Fixing the Date, Time, and Place for Confirmation Hearing, and (v) Establishing Procedures for Rejection Damages Claims; the Court having

² Capitalized terms utilized but not otherwise defined herein have the meanings ascribed to such terms in the Motion.

jurisdiction to consider the Motion and the relief requested therein in accordance with 28 U.S.C. §§ 157 and 1334, and consideration of the Motion and the relief requested therein being a core proceeding pursuant to 28 U.S.C. § 157(b); and venue being proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the Motion having been provided to (a) the U.S. Trustee; (b) the Chapter 11 Trustee, (c) counsel to the Chapter 11 Trustee; and (d) all other parties who have filed requests for notice under Bankruptcy Rule 2002; and a hearing having been held before the Court with respect to the Motion on _____, 2015 (the “Hearing”); and upon the record of such Hearing; and the Court having determined that the relief sought by the Motion is in the best interests of the Debtor, its creditors and interest holders, and all parties in interest; and the Court having determined that the legal and factual bases set forth in the Motion establish cause for the relief granted herein; and upon all of the proceedings had before the Court and after due deliberation and sufficient cause appearing therefor, IT IS HEREBY FOUND THAT:

A. The Disclosure Statement annexed hereto as Exhibit 1 contains adequate information within the meaning of section 1125 of the Bankruptcy Code.

B. The form of the ballots with respect to the Plan (the “Ballots”), substantially in the forms annexed hereto as Exhibit 3, respectively, are sufficiently consistent with Official Form No. 14 and adequately address the particular needs of this Chapter 11 case and are appropriate for each Class of Claims entitled under the Plan to vote to accept or reject the Plan.

C. The form of Support Letter attached hereto as Exhibit 4 is consistent with the information contained in the Disclosure Statement and is appropriate to send as part of the Solicitation Package to holders of Claims.

D. The period, set forth below, during which ASM Capital may solicit acceptances to the Plan is a reasonable period of time for holder of Claims entitled to vote on the Plan to make an informed decision with respect to whether to accept or reject the Plan.

E. The procedures for the solicitation and tabulation of votes to accept or reject the Plan (as more fully set forth in the Motion) provide for a fair and equitable voting process and are consistent with section 1126 of the Bankruptcy Code.

F. The procedures set forth below regarding notice to all parties in interest of the time, date, and place of the hearing to consider confirmation of the Plan (the “Confirmation Hearing”) and the distribution and contents of the Solicitation Packages comply with Bankruptcy Rules 2002 and 3017 and constitute sufficient notice to all interested parties.

NOW, THEREFORE

1. The Motion is GRANTED, as set forth herein.
2. The Disclosure Statement is APPROVED.
3. All objections to the Disclosure Statement are hereby OVERRULED.
4. The Ballots are APPROVED.
5. Garden City Group, Inc. (“Garden City Group”) is authorized to serve as the balloting agent, and is authorized to inspect, monitor, and supervise the solicitation process, to serve as the tabulator of the Ballots, to certify to the Court the results of the balloting, and to serve and distribute other notices and materials in connection with Plan and Disclosure Statement.
6. The record date (the “Voting Record Date”) for purposes of determining creditors entitled to vote on the Plan or, in the case of non-voting classes to receive the Notice of Non-

Voting Status - Unimpaired Classes (as defined below) or the Notice of Non-Voting Statuses - Impaired Classes (as defined below), as applicable, is _____, 2015.

7. Garden City Group shall complete, by no later than _____, 2015 (the "Solicitation Date"), the mailing of the Solicitation Packages to all known holders (as of the Voting Record Date) of claims in Class 2 (Secured Claims) and Class 4 (General Unsecured Claims), and Class 4 (Interests) (collectively, the "Voting Classes"), which Solicitation Packages will contain a copy of (i) this Order (without the exhibits hereto); (ii) the Confirmation Hearing Notice; (iii) with respect to Classes 2, 3, and 4, the Support Letter; (iv) a copy of the Disclosure Statement and the Plan; and (v) the appropriate form of Ballot to accept or reject the Plan with instructions and with a return envelope.

8. The Support Letter of ASM Capital is APPROVED and Garden City Group is authorized to serve same as part of the Solicitation packages to be served upon Holders of Claims and Interests.

8. Garden City Group shall complete, by no later than _____, 2015, the service by mail of (i) the Confirmation Hearing Notice, substantially in the form attached hereto as Exhibit 2 to all parties set forth in paragraph 9 below (ii) a Notice of Non-Voting Status-Unimpaired Class substantially in the form attached hereto as Exhibit 5 to all known Holders (as of the Voting Record Date) of Claims in Class 1 (Priority Claims), Class 3 (Convenience Claims), and Class 5 (Interests).

9. The Confirmation Hearing Notice shall be served on the following parties: counsel for the Debtor, the Chapter 11 Trustee, counsel for the Chapter 11 Trustee, the Office of the United States Trustee, all Entities known to hold a Claim against or Interest in the Debtor as of the Voting Record Date, including all Holders of Claims or Interests in Classes 1 through 4 of

the Plan, all Entities holding Administrative Claims, Professional Fee Claims, or Priority Tax Claims in these cases, all Entities which have filed Proofs of Claim, as reflected on the official claims register maintained by the Claims Agent on the Voting Record Date, and the assignee of any transferred and assigned Claim, if the transfer and assignment has been noted on the Court's docket and is effective pursuant to Bankruptcy Rule 3001(e) as of, or prior to, the Voting Record Date; all Entities which have filed requests for notice in these cases pursuant to Bankruptcy Rule 2002.

10. The Confirmation Hearing will be held at ____m. (prevailing Central Time) on _____, 2015; provided, however, that the Confirmation Hearing may be continued from time to time by the Court or ASM Capital, without further notice or through adjournments announced in open court or as indicated in any notice of agenda of matters scheduled for hearing filed with the Court.

11. The Confirmation Hearing Notice, setting forth the time, date and place of the Confirmation Hearing, substantially in the form annexed hereto as Exhibit 6, is hereby APPROVED.

12. Based upon the nature of the Debtor's business, the limited pool of Claims, and the costs attendant to publication, the notice of confirmation as contemplated herein shall constitute good service, and neither ASM Capital nor Garden City Group need to publish notice of the Confirmation Hearing.

13. Any objections to confirmation of the Plan must (a) be in writing; (b) state the name and address of the objecting party and the nature of the claim or interest of such party; (c) state with particularity the basis and nature of any objection; and (d) be filed, together with proof of service, with the Court and served so that they are actually filed and received by the following

parties no later than 4:00 p.m. (prevailing Eastern Time) on _____, 2015 (the “Confirmation Objection Deadline”): (i) counsel for the Debtor, Davis Greene Law LLC, 1500 Eisenhower Ln. #800, Lisle, IL 60532, Attn: Michael J. Davis, Esquire; (ii) counsel for ASM Capital, Katten Muchin Rosenman LLP, 525 West Monroe Street, Chicago, IL 60661-3693, Attn: Peter A. Siddiqui, Esquire and Morris James LLP, 500 Delaware Avenue, Suite 1500, Wilmington, DE 19801, Attn: Jeffrey R. Waxman, Esquire; (iii) The Chapter 11 Trustee, Seyfarth, Shaw LLP 131 South Dearborn Street, Suite 2400, Chicago, IL 60606, Attn: Gus A. Paloian, Chapter 11 Trustee (iv) Counsel for the Chapter 11 Trustee, Seyfarth, Shaw LLP, 131 South Dearborn Street, Suite 2400, Chicago, IL 60606 Attn: James B. Sowka, Esquire; and (v) Office of the United States Trustee, 219 South Dearborn St., Room 873, Chicago, Illinois 60604, Attn: Stephen G Wolfe, Esquire.

14. Objections to confirmation of the Plan that are not timely filed, served, and actually received in the manner set forth above may not be considered and may be deemed overruled.

15. ASM Capital is authorized to file replies or responses to any such objections no later than 5:00 p.m. (prevailing Central. Time) on _____, 2015.

16. ASM Capital shall not be required to send Solicitation Packages to (i) any holder of an unimpaired claim under the Plan, (ii) any holder of a Claim or Equity Interest in a Class under the Plan that is deemed to reject the Plan, (iii) any party who holds a Claim that has been disallowed, or which was not filed or scheduled in the Debtor's schedules of assets and liabilities and the statements of financial affairs filed by the Debtor pursuant to section 521 of the Bankruptcy Code, Bankruptcy Rule 1007 and the Official Bankruptcy Forms of the Bankruptcy Rules, as such schedules and statements have been or may be amended (the “Schedules”) in an

amount greater than \$0, and (iv) a creditor that has a claim that already has been paid in full; provided, however, that if, and to the extent that, any such creditor would be entitled to receive a Solicitation Package for any reason other than by virtue of the fact that its claim had been scheduled by the Debtor, then such creditor shall be sent a Solicitation Package in accordance with the procedures set forth herein.

17. With respect to addresses from which Disclosure Statement Notices were returned as undeliverable by the United States Postal Service, ASM Capital and Garden City Group are excused from mailing Solicitation Packages or any other materials related to voting or confirmation of the Plan to those entities listed at such addresses unless and until the Liquidating Trustee is provided with accurate addresses for such entities before the Solicitation Date, and failure to mail Solicitation Packages or any other materials related to voting or confirmation of the Plan to such entities will not constitute inadequate notice of the Confirmation Hearing or the Voting Deadline (as defined below) nor constitute a violation of Bankruptcy Rule 3017(d).

18. A Notice of Voting Status - Impaired Classes, shall receive a form of ballot substantially in the form annexed hereto as Exhibits 3, which form hereby is APPROVED, shall be distributed to each Holder of a Claim or Interest in Class 2 (Secured Claim) and Class 4 (General Unsecured Claims). Holders of Claims and Interests in Classes 1, 3 and 5 shall also be served with the Confirmation Hearing Notice.

19. A Notice of Non-Voting Status - Unimpaired Class, substantially in the form annexed hereto as Exhibit 5, which form hereby is APPROVED, shall be distributed to each Holder of a Claim or Interest in Class 1 (Priority Claims), Class 3 (Convenience Claims), and Class 5 (Interests) (the "Unimpaired Classes"), which Class is unimpaired under the Plan and therefore are not entitled to vote to accept or reject the Plan..

20. Each Ballot must be properly executed, completed, and delivered to the Voting and Balloting Agent (i) by first-class mail, in the return envelope provided with each Ballot, (ii) by overnight courier, or (iii) by hand delivery, so that they are received by the Voting and Balloting Agent no later than 5:00 p.m. (prevailing Eastern Time) on _____, 2015 (the “Voting Deadline”).

21. Solely for purposes of voting to accept or reject the Plan and not for the purpose of the allowance of, or distribution on account of, a claim, and without prejudice to the rights of ASM Capital in any other context, each claim within a class of claims entitled to vote to accept or reject the Plan is temporarily allowed in an amount equal to the amount of such claim as set forth in the Schedules, provided that: If a claim is deemed allowed under the Plan, such claim is allowed for voting purposes in the deemed allowed amount set forth in the Plan;

- (a) If a claim for which a proof of claim has been filed is contingent, unliquidated, or disputed, such claim is accorded one vote and valued at one dollar (\$1.00) for voting purposes only, and not for purposes of allowance or distribution, unless such claim is disputed as set forth in subparagraph (g) below;
- (b) If a claim has been estimated or otherwise allowed for voting purposes by order of the Court, such claim is temporarily allowed in the amount so estimated or allowed by the Court for voting purposes only, and not for purposes of allowance or distribution;
- (c) If a proof of claim was filed in an amount that is liquidated, noncontingent, and undisputed, such claim is temporarily allowed in the amount set forth on the proof of claim, unless such claim is disputed as set forth in subparagraph (g) below;
- (d) If a claim is listed in the Schedules as contingent, unliquidated, or disputed and a proof of claim in a non-contingent and liquidated amount has not been filed prior to the Voting Deadline, such claim shall be disallowed for voting purposes pursuant to Bankruptcy Rule 3003(c);
- (e) If a claim is listed in the Schedules or on a filed proof of claim as contingent, unliquidated, or disputed in part, such claim is temporarily allowed in the amount that is liquidated, non-contingent, and undisputed for voting purposes only, and not for purposes of allowance or distribution;

- (f) If ASM Capital has served an objection or request for estimation as to a claim by October 31, 2014, such claim is temporarily disallowed for voting purposes only and not for purposes of allowance or distribution, except as ordered by the Court before the Voting Deadline;
- (g) For purposes of voting, classification and treatment under the Plan, each entity that holds or has filed more than one (1) claim, shall be treated as if such entity has only one (1) claim in each applicable class and the claims filed by such entity shall be aggregated in each applicable class and the total dollar amount of such entity's claims in each applicable class shall be the sum of the aggregated claims of such entity in each applicable class;
- (h) Notwithstanding anything contained herein to the contrary, the Voting and Balloting Agent, in its discretion, may contact voters to cure any defects in the Ballots and is authorized to so cure any defects; and
- (i) There shall be a rebuttable presumption that any claimant who submits a properly completed superseding Ballot or withdrawal of Ballot on or before the Voting Deadline has sufficient cause, within the meaning of Bankruptcy Rule 3018(a), to change or withdraw such claimant's acceptance or rejection of the Plan.

23. If any Holder of a Claim seeks to challenge the allowance or disallowance of its Claim for voting purposes in accordance with the above procedures, such claimant is required to file with the Court and serve on counsel for ASM Capital and the Chapter 11 Trustee a motion for an order pursuant to Bankruptcy Rule 3018(a) temporarily allowing such Claim, or allowing it in a different amount or Class than the Debtor have designated it, for purposes of voting to accept or reject the Plan on or before the later of (i) _____, 2015 and (ii) twenty (20) days after service of notice of an objection or request for estimation, if any, as to such claim.

24. As to any Holder of a Claim filing a motion pursuant to Bankruptcy Rule 3018(a), such claimant's Ballot shall not be counted unless temporarily allowed by an order entered by the Court prior to the Voting Deadline.

25. Each Holder of a Claim that votes to accept or reject the Plan is deemed to have voted the full amount of its claim therefor.

26. Whenever a Holder of a Claim casts more than one Ballot voting the same Claim(s) before the Voting Deadline, the last Ballot received before the Voting Deadline be deemed to reflect the voter's intent, and thus, to supersede any prior Ballots; whenever a Holder of a Claim casts a Ballot that is properly completed, executed, and timely returned to the Voting and Balloting Agent, but does not indicate either an acceptance or rejection of the Plan, the Ballot shall not be counted; and whenever a creditor casts a Ballot that is properly completed, executed, and timely returned to the Voting and Balloting Agent, but indicates both an acceptance and a rejection of the Plan shall not be counted.

27. Any entity that holds a claim in more than one class that is entitled to vote must use separate Ballots for each such claim.

28. Holders of a Claim must vote all of their claims within a particular class under the Plan, either to accept or reject the Plan and may not split their vote(s), and thus a Ballot that partially rejects and partially accepts the Plan shall not be counted.

29. The following types of Ballots will not be counted in determining whether the Plan has been accepted or rejected: (i) any Ballot received after the Voting Deadline unless ASM Capital shall have granted an extension of the Voting Deadline in writing with respect to such Ballot, (ii) any Ballot that is illegible or contains insufficient information to permit the identification of the claimant, (iii) any Ballot cast by a person or entity that does not hold a claim or interest in a class that is entitled to vote to accept or reject the Plan, (iv) any Ballot cast for a claim identified in the Debtor's schedules as unliquidated, contingent, or disputed for which no proof of claim in a liquidated and non-contingent amount was filed (v) any unsigned Ballot, or (vi) any Ballot transmitted to the Voting and Balloting Agent by facsimile or other means not specifically approved herein.

30. ASM Capital is authorized, in its sole discretion, to take or refrain from taking any action necessary or appropriate to implement the terms of and the relief granted in this Order without seeking further order of the Court.

31. All notices to be provided pursuant to the procedures set forth herein are good and sufficient notice to all parties in interest of all matters pertinent hereto and of all matters pertinent to the Confirmation Hearing and no other or further notice need to be provided.

Dated: February __, 2015

ENTER:

United States Bankruptcy Judge

EXHIBIT 1

Proposed Disclosure Statement

EXHIBIT 2

Confirmation Hearing Notice

EXHIBIT 3

Form of Ballot for Class 2 Claimants

Form of Election Ballot for Class 2 Claimants

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

In re:	:	Chapter 11
	:	
Dvorkin Holdings, LLC,	:	Case No. 12-31336-JBS
	:	
Debtor.	:	Hon. Jack B. Schmetterer
	:	

**CLASS 2 - SECURED CLAIMS
BALLOT FOR ELECTING TREATMENT AS
A SECURED OR UNSECURED CREDITOR**

**PLEASE READ AND FOLLOW THE ENCLOSED INSTRUCTIONS
CAREFULLY BEFORE COMPLETING THIS ELECTION BALLOT**

**THIS BALLOT MUST BE ACTUALLY RECEIVED BY _____, 2015, BY
5:00 P.M. (PREVAILING CENTRAL TIME) (THE “VOTING DEADLINE”)**

ASM Capital IV, LP and ASM Capital V, LP (collectively, “ASM Capital”)³ has sent this Election Ballot to you because the records of Dvorkin Holdings, LLC (the “Debtor”) indicate that you are a holder of a Class 2 (Secured Claim) claim. This ballot is being sent to you for the purposes of electing, and accordingly, you have a right to vote to accept or reject the Chapter 11 Plan of Liquidation [Docket No. ____] (as may be amended or supplemented from time to time and including all exhibits or supplements thereto, the “Plan”).²

Your rights are described in the Disclosure Statement for the Chapter 11 Plan of Liquidation and all exhibits related thereto, including the disclosure statement [Docket No. ____] (as may be amended or supplemented from time to time and including all exhibits or supplements thereto, the “Disclosure Statement”) and the Order approving the Disclosure Statement (the “Disclosure Statement Order”) [Garden City Group, Inc. ____]. The Disclosure Statement, the Plan, the Disclosure Statement Order, and certain other materials contained in the Solicitation Package are included in the packet you are receiving with this Ballot. If you need to obtain an additional ballot or other solicitation materials, you may contact the Voting and Balloting Agent, Garden City Group, Inc. (the “Voting and Balloting Agent”), by: (a) accessing Voting and Balloting Agent’s website at <http://www.gcginc.com>. You may also obtain copies of any pleadings filed in the Chapter 11 Cases for a fee via PACER at: <http://www.ilnb.uscourts.gov>.

The Court has approved the Disclosure Statement as containing adequate information, as required under section 1125 of the Bankruptcy Code. Court approval of the Disclosure Statement does

³ Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Plan, Disclosure Statement

not indicate approval of the Plan by the Court. This Election Ballot may not be used for any purpose other than to vote to elect your treatment as a secured or unsecured creditor under the Plan. If you believe you have received this Election Ballot in error, please contact the Voting and Balloting Agent at the address or telephone number set forth above.

You should review the Disclosure Statement and the Plan before you vote. You may wish to seek legal advice concerning the Plan and the Plan's classification and treatment of your Claim. Your Claim has been placed in Class 2 [Secured Claims] under the Plan. If you hold Claims in more than one Class, you will receive a Ballot for each Class in which you are entitled to vote.

If the Voting and Balloting Agent **does not receive** your Election Ballot on or before the **Voting Deadline, which is _____, 2015, at 5:00 p.m.** (prevailing Eastern Time), and if the Voting Deadline is not extended, your Claim will be treated as a Secured Claim under the Plan, that is, your rights will be unimpaired under the Plan and the Confirmation Order, once entered, including that your security interest in any collateral will pass through the Plan and Confirmation unaffected. If you elect to have your Claim treated as an Unsecured Claim, you will release any security interest that you may have in any property of the Debtor or the Dvorkin Related Entities, however your Claim will be treated as a Class 4 General Unsecured Claim for all purposes, including voting, and distribution under the Plan. **If you elect to have your Claim treated as Class 4 General Unsecured Claim, you should also execute and return a copy of the Class 4 General Unsecured Claim ballot which is attached hereto.**

All Election Ballots must be executed by an appropriately authorized person on behalf of the holder of the claim (if the holder of the claim is an individual, the execution of the ballot by such individual is acceptable). **You must return your Ballot, with an original signature, either by first class mail, overnight mail or hand delivery to the Voting and Balloting Agent at the address below so that it is RECEIVED BY IT no later than _____, 2015 at 5:00 p.m., (prevailing Central Time):**

Garden City Group, Inc.

Address

Address

Address

Attn: _____

You may use the return envelope provided in your package to mail your ballot by first class mail. Please note that ballots may NOT be sent by fax or email and any ballots sent by fax or email will not be counted.

Item 1. Principal Amount of Class 2 Claim

The undersigned hereby certifies that as of the Voting Record Date, _____, 2015, the undersigned Holder was the beneficial owner of Class 2 (Secured Claims) in the following principal amount (insert amount in box below):

Amount of Claim: \$

Item 2. Vote on Plan

Any Ballot that is executed by the Holder of a Claim, but that indicates both an acceptance and a rejection of the Plan or does not indicate either an acceptance or rejection of the Plan, will not be counted.

☐ Vote to have your Secured Claim treated as a Class 2 Secured Claim and your rights will be unimpaired by the Debtor's bankruptcy.

or

☐ Vote to have your Secured Claim treated as a Class 4 Unsecured Claim for purposes of voting and distribution purposes under the Plan. This vote will release any security interests on any property of the Debtor or the Dvorkin Related Entities, and the Claim will receive distributions in accordance with Claims under Class 4 General Unsecured Claims.

Item 3. Certifications

By signing this Election Ballot, the undersigned certifies to the Court and the Debtors that:

either: (a) the Entity is the holder of the Class 2 Claim(s) being voted; or (b) the Entity is an authorized signatory for an Entity that is a holder of the Class 2 Claim(s) being voted;

the Entity has received a copy of the Disclosure Statement, the Plan, and the Solicitation Package and acknowledges that the solicitation is being made pursuant to the terms and conditions set forth therein;

the Entity has cast the same vote with respect to all of its Class 2 Claims;

no other Ballots with respect to the amount of the Class 2 Claim(s) identified in Item 1 have been cast or, if any other Ballots have been cast with respect to such Claim(s), then any such Ballots dated earlier are hereby revoked;

the Entity acknowledges that a vote to accept the Plan constitutes an acceptance of the treatment of such Entity's Class 2 Claim(s);

the Entity understands and, if accepting the Plan, agrees with the treatment provided for its Claim(s) under the Plan; and

the Entity acknowledges and agrees that the Debtors may make conforming changes to the Plan to the extent provided by Bankruptcy Rule 3019 as may be reasonably necessary; provided, that the Debtors will not re-solicit acceptances or rejections of the Plan in the event of such conforming changes.

If ASM Capital files a supplement to the Plan that material changes the distribution to be received on account of Class 2 General Unsecured Claims, it shall be filed and served upon the Holders of Allowed Class 2 Claims on or before ten (10) days before the Voting Deadline of _____, 2015. Should a Holder of an Allowed Class 2 Claim wish to get a copy of the Plan Supplement, it can: (a) access the

Voting and Balloting Agent's website at <http://www.gcginc.com> or (i) by writing to the Voting and Balloting Agent by email to _____.

Name of Holder: _____
(Please print or type)

Name of Signatory: _____
(if other than Holder)

Signature: _____

Title: _____

Address: _____

Date: _____

Form of Ballot for Class 4 Claimants

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

In re:	:	Chapter 11
	:	
Dvorkin Holdings, LLC,	:	Case No. 12-31336-JBS
	:	
Debtor.	:	Hon. Jack B. Schmetterer
	:	

**CLASS 4 - GENERAL UNSECURED CLAIMS, BALLOT FOR
ACCEPTING OR REJECTING PLAN OF LIQUIDATION**

**PLEASE READ AND FOLLOW THE ENCLOSED INSTRUCTIONS FOR
COMPLETING BALLOTS CAREFULLY BEFORE COMPLETING THE BALLOT**

**THIS BALLOT MUST BE ACTUALLY RECEIVED BY _____, 2015, BY
5:00 P.M. (PREVAILING CENTRAL TIME) (THE “VOTING DEADLINE”)**

ASM Capital IV, LP and ASM Capital V, LP (collectively, “ASM Capital”)⁴ has sent this Ballot to you because the records of Dvorkin Holdings, LLC (the “Debtor”) indicate that you are a holder of a Class 2 (Seller Noteholder Claim) claim, and accordingly, you have a right to vote to accept or reject the Chapter 11 Plan of Liquidation [Docket No. ____] (as may be amended or supplemented from time to time and including all exhibits or supplements thereto, the “Plan”).²

Your rights are described in the Disclosure Statement for the Chapter 11 Plan of Liquidation and all exhibits related thereto, including the disclosure statement [Docket No. ____] (as may be amended or supplemented from time to time and including all exhibits or supplements thereto, the “Disclosure Statement”) and the Order approving the Disclosure Statement (the “Disclosure Statement Order”). The Disclosure Statement, the Plan, the Disclosure Statement Order, and certain other materials contained in the Solicitation Package are included in the packet you are receiving with this Ballot. If you need to obtain an additional ballot or other solicitation materials, you may contact the Voting and Balloting Agent, Garden City Group, Inc. (the “Voting and Balloting Agent”), by: (a) accessing Voting and Balloting Agent’s website at <http://www.gcgin.com>. You may also obtain copies of any pleadings filed in the Chapter 11 Cases for a fee via PACER at: <http://www.ilnb.uscourts.gov>.

The Court has approved the Disclosure Statement as containing adequate information, as required under section 1125 of the Bankruptcy Code. Court approval of the Disclosure Statement does not indicate approval of the Plan by the Court. This Ballot may not be used for any purpose other than to vote to accept or reject the Plan. If you believe you have received this Ballot in error, please contact the Voting and Balloting Agent at the address or telephone number set forth above.

⁴ Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Plan, Disclosure Statement

You should review the Disclosure Statement and the Plan before you vote. You may wish to seek legal advice concerning the Plan and the Plan's classification and treatment of your Claim. Your Claim has been placed in Class 4 [General Unsecured Claims] under the Plan. If you hold Claims in more than one Class, you will receive a Ballot for each Class in which you are entitled to vote.

If the Voting and Balloting Agent **does not receive** your Ballot on or before the **Voting Deadline, which is _____, 2015, at 5:00 p.m.** (prevailing Eastern Time), and if the Voting Deadline is not extended, your vote will not count. All ballots must be executed by an appropriately authorized person on behalf of the holder of the claim (if the holder of the claim is an individual, the execution of the ballot by such individual is acceptable). **If the Court confirms the Plan, it will bind you regardless of whether you vote. You must return your Ballot, with an original signature, either by first class mail, overnight mail or hand delivery to the Voting and Balloting Agent at the address below so that it is RECEIVED BY IT no later than _____, 2015 at 5:00 p.m., (prevailing Central Time):**

_____ Voting and Balloting Agent
Address
Address
Address
Attn: _____

You may use the return envelope provided in your package to mail your ballot by first class mail. Please note that ballots may NOT be sent by fax or email and any ballots sent by fax or email will not be counted.

Item 1. Principal Amount of Class 4 Claim

The undersigned hereby certifies that as of the Voting Record Date, _____, 2015, the undersigned Holder was the beneficial owner of Class 4 (General Unsecured Claims) in the following principal amount (insert amount in box below):

Amount of Claim: \$

Item 2. Vote on Plan

Any Ballot that is executed by the Holder of a Claim, but that indicates both an acceptance and a rejection of the Plan or does not indicate either an acceptance or rejection of the Plan, will not be counted.

☐ Vote to Accept Plan

or

☐ Vote to Reject Plan

Item 3. Certifications

By signing this Ballot, the undersigned certifies to the Court and the Debtors that:

either: (a) the Entity is the holder of the Class 4 Claim(s) being voted; or (b) the Entity is an authorized signatory for an Entity that is a holder of the Class 4 Claim(s) being voted;

the Entity has received a copy of the Disclosure Statement, the Plan, and the Solicitation Package and acknowledges that the solicitation is being made pursuant to the terms and conditions set forth therein;

the Entity has cast the same vote with respect to all of its Class 4 Claims;

no other Ballots with respect to the amount of the Class 4 Claim(s) identified in Item 1 have been cast or, if any other Ballots have been cast with respect to such Claim(s), then any such Ballots dated earlier are hereby revoked;

the Entity acknowledges that a vote to accept the Plan constitutes an acceptance of the treatment of such Entity's Class 4 Claim(s);

the Entity understands and, if accepting the Plan, agrees with the treatment provided for its Claim(s) under the Plan; and

the Entity acknowledges and agrees that the Debtors may make conforming changes to the Plan to the extent provided by Bankruptcy Rule 3019 as may be reasonably necessary; provided, that the Debtors will not re-solicit acceptances or rejections of the Plan in the event of such conforming changes.

If ASM Capital files a supplement to the Plan that material changes the distribution to be received on account of Class 4 General Unsecured Claims, it shall be filed and served upon the Holders of Allowed Class 4 Claims on or before ten (10) days before the Voting Deadline of _____, 2015. Should a Holder of an Allowed Class 4 Claim wish to get a copy of the Plan Supplement, it can: (a) access the Voting and Balloting Agent's website at <http://www.gcginc.com> or (i) by writing to the Voting and Balloting Agent by email to _____.

Name of Holder: _____
(Please print or type)

Name of Signatory: _____
(if other than Holder)

Signature: _____

Title: _____

Address: _____

Date: _____

EXHIBIT 4

Letter of Support of ASM Capital

January __, 2015

To: Holders of Class 1 (Priority Claims), Class 2 (Secured Claims), Class 3 Claims (Convenience Claims), Class 4 (General Unsecured Claims), Class 5 (Equity Interests) in the case of In re Dvorkin Holdings, LLC

Re: Recommendation of ASM Capital IV, LP and ASM Capital V, LP (collectively, "ASM Capital")⁵

Dear Creditor or Interest Holder:

ASM Capital is one of the largest creditors in the bankruptcy case of In re Dvorkin Holdings, LLC (the "Debtor"). I am writing to you urge you to vote in favor of the Plan by so indicating on the enclosed ballot.

On August 7, 2012 (the "Petition Date"), the Debtor filed a voluntary petition under chapter 11 of the Bankruptcy Code, and on October 16, 2012, the Court entered an Order granting the UST's motion for approval of the appointment of Gus Paloian as the Chapter 11 trustee (the "Chapter 11 Trustee"). Upon information and belief, since his appointment, the Chapter 11 Trustee, has sold thirty-three (33) real estate assets owned by the Debtor, real estate assets owned by entities in which the Debtor had a whole or partial interest, or the Debtor's interest in other entities. Upon information and belief, after payment of secured debt upon those properties and interests, as of November 30, 2014, the Trustee is currently in possession of more than \$19,000,000, and upon information and belief, there remains numerous parcels of real property owned by the Debtor or entities in which the Debtor had a whole or partial interest to be liquidated or otherwise disposed of before the estate is fully administered.

ASM Capital is not critical of the actions taken by the Chapter 11 Trustee, except that, as of November 30, 2014, the estate was in possession of more than \$19,000,000 in cash while unsecured claims remained unpaid. Accordingly, ASM Capital believes that the interests of the estate are best served by the confirmation of a plan of liquidation that vests the Chapter 11 Trustee's rights with a liquidating trustee (the "Liquidating Trustee"), and authorizes the Liquidating Trustee to make immediate distributions so that **all allowed unsecured claims in an amount less than \$250,000 shall be paid in full on the Effective**

⁵ Capitalized terms used but not defined herein shall have the respective meanings ascribed to them in the Plan. In the event of any conflict between this letter and the Plan, the terms of the Plan shall control.

Date, plus 9% interest from the Petition Date. Additionally, under the Plan, the Liquidating Trustee will make interim distributions on account of Allowed General Unsecured Claims prior to the liquidation of all estate assets. Because Allowed General Unsecured Claims will be paid prior to the estate is fully administered, it will minimize the interest to be paid on account of Allowed Unsecured Claims, thereby maximizing the value of the estate for Interest Holders. Importantly, ASM Capital anticipates that, under the Plan, **ALL ALLOWED UNSECURED WILL BE PAID IN FULL, PLUS 9% INTEREST FROM THE PETITION DATE UNTIL THE DATE OF PAYMENT.**

ASM Capital believes confirmation of the Plan is in the best interests of the estate because it will allow the Liquidating Trustee to sell assets and undertake other matters necessary for the administration of the estate without need for the same level of supervision by the Bankruptcy Court and subject to reduced notice requirements, both of which will minimize costs to the estate.

Copies of the Chapter 11 Plan of Liquidation Pursuant to of the Bankruptcy Code (the “Plan”)¹ and related disclosure statement (the “Disclosure Statement”) are being distributed to you, along with a ballot with which to cast your vote. The Disclosure Statement contains extensive information with respect to the Plan and we strongly encourage you to carefully review it before you cast a vote(s) to accept or reject the Plan and to consult with an attorney to the extent you deem that necessary.

ASM Capital believes that, under no circumstance will confirmation of the Plan cause creditors or interest holders to receive less on account of their Claims and Interests than they would if the Plan was not confirmed or in a liquidation under chapter 7 of the Bankruptcy Code.

The description in this letter of the terms of the Plan is qualified by and subject to the discussion and provisions contained in the Plan and Disclosure Statement. The Disclosure Statement contains extensive information with respect to the Plan that you should review.

ASM Capital recommends that you vote in favor of the Plan by so indicating on the enclosed ballot, and timely delivering your ballot by first class mail, overnight courier, or hand delivery to Garden City Group, Inc.

If you have any questions, please contact the undersigned.

Very truly yours,

Adam S. Moskowitz

EXHIBIT 5

Form of Notice of Non-Voting Status for Unimpaired Claims

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

In re:	:	Chapter 11
	:	
Dvorkin Holdings, LLC,	:	Case No. 12-31336-JBS
	:	
Debtor.	:	Hon. Jack B. Schmetterer
	:	

**NOTICE OF NON-VOTING STATUS TO
UNIMPAIRED CLAIMS**

PLEASE TAKE NOTICE THAT on _____, 2015, the United States Bankruptcy Court for the Northern District of Illinois approved the Disclosure Statement with Respect to Chapter 11 Plan of Liquidation (the “Disclosure Statement”) dated _____, 2015, in the above-captioned bankruptcy case of Dvorkin Holdings, LLC (the “Debtor”) filed by ASM Capital IV, LP and ASM Capital V, LP (collectively, “ASM Capital”) for use in soliciting acceptances or rejections of the Chapter 11 Plan of Liquidation (“Plan”) dated _____, 2015, from holders of impaired claims who are (or may be) entitled to receive distributions under the Plan.

Under the terms of the Plan, your Claim(s) against the Debtor is/are not impaired and, therefore, pursuant to section 1126(f) of Title 11 of the United States Code, you are (i) deemed to have accepted the Plan and (ii) not entitled to vote on the Plan. If you have any questions about the status of your Claim(s), or if you want to request a copy of the Plan and Disclosure Statement, you should contact the Voting and Balloting Agent, **ADDRESS or by email at <http://www.gcginc.com>**. The Plan and Disclosure Statement may be viewed without charge by accessing _____. Copies of documents filed in these cases may also be obtained for a fee from the Bankruptcy Court's website: www.ilnb.uscourts.gov. Please note that a pacer (<http://www.pacer.psc.uscourts.gov>) password and login are needed to access documents on the Bankruptcy Court's website.

Dated: January __, 2015

Peter A. Siddiqui, Esquire
Katten Muchin Rosenman LLP
525 West Monroe Street
Chicago, IL 60661-3693
Telephone: (312) 902-5455

-and-

Jeffrey R. Waxman, Esquire
Morris James LLP
500 Delaware Avenue, Suite 1500
Wilmington, DE 19801
Telephone: (302) 888-6800

Counsel to ASM Capital IV, LP and ASM Capital V, LP

CERTIFICATE OF SERVICE

The undersigned attorney certifies that he caused a true and correct copy of the foregoing **MOTION OF ASM CAPITAL IV, LP AND ASM CAPITAL V, LP FOR ORDER (I) APPROVING THE ADEQUACY OF THE DISCLOSURE STATEMENT, (II) ESTABLISHING PROCEDURES FOR SOLICITATION AND TABULATION OF VOTES TO ACCEPT OR REJECT THE PLAN OF LIQUIDATION, (III) FIXING THE BAR DATE FOR CERTAIN PROFESSIONAL FEE CLAIMS, (IV) FIXING THE DATE, TIME, AND PLACE FOR THE CONFIRMATION HEARING, AND (V) ESTABLISHING PROCEDURES FOR REJECTION DAMAGES CLAIMS** to be served (1) electronically through the Court's Electronic Notice for Registrants on all persons identified as Registrants on the appended Service List, and (2) via First Class U.S. Mail, postage prepaid, to those other parties identified on the attached Service List on this 23rd day of January, 2015.

Dated: January 23, 2015

Respectfully submitted,

By: /s/ Peter A. Siddiqui
Peter A. Siddiqui (ARDC No. 6278445)
KATTEN MUCHIN ROSENMAN LLP
525 West Monroe Street
Chicago, Illinois 60661-3693
Telephone: (312) 902-5200
Facsimile: (312) 902-1061
peter.siddiqui@kattenlaw.com

*Counsel to ASM Capital IV, LP and ASM
Capital V, LP*

DVORKIN HOLDINGS, LLC
Case No. 12-31336

SERVICE LIST

CM/ECF ELECTRONIC MAIL DISTRIBUTION

- **Jonathan E Aberman** jaberman@vedderprice.com, ecfdocket@vedderprice.com
- **Samantha Babcock** sbabcock@chuhak.com, rsaldivar@chuhak.com
- **Gary I Blackman** gblackman@lplegal.com, nbailey@lplegal.com
- **Timothy W Brink** tbrink@mpslaw.com, dnichols@mpslaw.com
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- **Jason J DeJonker** jdejonker@seyfarth.com, mccarthy@seyfarth.com; chidocket@seyfarth.com
- **Jeffrey W Finke** jwfinke@mindspring.com
- **Robert M Fishman** rfishman@shawfishman.com, kjanecki@shawfishman.com
- **Whitney Fogelberg** wfogelberg@vedderprice.com
- **Matthew T. Gensburg** gensburgm@gtlaw.com, chidocket@gtlaw.com; ChiBkyDocket@gtlaw.com; greenbergc@gtlaw.com; sullivanka@gtlaw.com
- **Joshua D. Greene** jgreene@davisgreenelaw.com
- **Michael J Gunderson** bankruptcy@chicago.com
- **Christopher J Harney** charney@seyfarth.com, ctholen@seyfarth.com; chidocket@seyfarth.com
- **Bret Harper** bharper@seyfarth.com, chidocket@seyfarth.com
- **David A. Kallick** dkallick@tishlerandwald.com
- **David L Kane** dkane@mpslaw.com, dnichols@mpslaw.com; mpslawllc@gmail.com; jlitwin@mpslaw.com
- **Gina B Krol** gkrol@cohenandkrol.com, gkrol@cohenandkrol.com; trotman@cohenandkrol.com; jneiman@cohenandkrol.com
- **Forrest B Lammiman** flammiman@mpslaw.com, dkane@mpslaw.com; srogovin@mpslaw.com; dnichols@mpslaw.com; mpslawllc@gmail.com; jlitwin@mpslaw.com
- **Patrick S Layng** USTPRegion11.ES.ECF@usdoj.gov
- **David P Leibowitz** dleibowitz@lakelaw.com, czuniga@lakelaw.com; jstorer@lakelaw.com; ECF@lakelaw.com
- **David S. Makarski** david.makarski@sfnr.com, Craig.Coleman@sfnr.com; George.Sang@sfnr.com; Seth.Matus@sfnr.com; Adam.Glazer@sfnr.com
- **Emily N Masalski** masalski@dlec.com, emasalski@yahoo.com

- **Colleen E McManus** cmcmanus@carlsondash.com, knoonan@carlsondash.com; kcarlson@carlsondash.com; asharp@carlsondash.com
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- **Gus A Paloian** gpaloian@seyfarth.com, jmcmanus@seyfarth.com
gpaloian@ecf.epiqsystems.com; gp@trustesolutions.net; jmcmanus@seyfarth.com
- **Marc S Reiser** mreiser@shawfishman.com, jhampton@shawfishman.com
- **Jonathan N Rogers** jrogers@skdaglaw.com
- **Rebecca D. Rosenthal** rosenthalr@gtlaw.com
- **Jean Soh** jsoh@polsinelli.com, chicagodocketing@polsinelli.com
- **James B. Sowka** jsowka@seyfarth.com,
chidocket@seyfarth.com; ctholen@seyfarth.com
- **Lawrence A. Stein** lstein@huckbouma.com, lkoster@huckbouma.com
- **Peter D Sullivan** psullivan@hinshawlaw.com
- **Jerry L Switzer** jswitzer@polsinelli.com, chicagodocketing@polsinelli.com
- **William W Thorsness** wthorsness@vedderprice.com,
ecfdocket@vedderprice.com; ahesla@vedderprice.com
- **Michael Lee Tinaglia** mltinaglia@tinagliaw.com, jmwretzky@tinagliaw.com
- **John R Weiss** jrweiss@duanemorris.com
- **Stephen G Wolfe** steve.g.wolfe@usdoj.gov, jennifer.r.toth@usdoj.gov

VIA UNITED STATES MAIL

Patrick S. Layng
c/o Stephen G. Wolfe
Office of the U.S. Trustee, Region 11
219 S. Dearborn Street, Room 873
Chicago, IL 60604

Dvorkin Holdings, LLC
One Trans Am Plaza Drive Suite 120
Oakbrook Terrace, IL 60181

Andrew Baumann
Tishler & Wald
200 S. Wacker Drive, Suite 3000
Chicago, IL 60606

A-Plus Plumbing, Inc.
733 W. Estes Avenue
Schaumburg, IL 60193

North Shore Bank
7800 Lincoln Avenue
Skokie, IL 60077

Blue Star Holdings LLC
c/o Michael Tuchman
2 N. LaSalle Street, Suite 1300
Chicago, IL 60602

Steven D. Titiner
1700 N. Farnsworth Avenue, Suite 11
Aurora, IL 60505

Dahl & Bonadies, LLC James E. Dahl
30 N. LaSalle Street, Suite 1500
Chicago, IL 60602

1 Transam Plaza (Oakbrook Terrace) LLC
Steven D. Titiner
1700 N. Farnsworth Avenue, Suite 11
Aurora, IL 60505

MB Financial Bank, N.A. Attn: Mark Kosminskas
6111 N. River Road
Rosemont, IL 60018

1000 N. Halsted LLC Steven D. Titiner
1700 N. Farnsworth Avenue, Suite 11
Aurora, IL 60505

McGrath Lexus of Westmont
500 E Ogden Avenue
Westmont, IL 60559-1228

1055 W 175th (Homewood) LLC
Steven D. Titiner
1700 N. Farnsworth Avenue, Suite 11
Aurora, IL 60505

Toyota Motor Credit Corporation (TMCC)
P.O. Box 8026
Cedar Rapids, IA 52408-8026

1101 Tower Rd (Schaumburg) LLC
Steven D. Titiner
1700 N. Farnsworth Avenue, Suite 11
Aurora, IL 60505

Dan Air Holdings, L.L.C.
One Trans Am Plaza Drive
Suite 120
Oakbrook Terrace, IL 60181

11824 S.W. Highway (Palos Heights) LLC
Steven D. Titiner
1700 N. Farnsworth Avenue, Suite 11
Aurora, IL 60505

Daniel Dvorkin
1636 Highland Avenue
Lombard, IL 60148

1203 Maple (Lisle), LLC
Steven D. Titiner
1700 N. Farnsworth Avenue, Suite 11
Aurora, IL 60505

Daniel G. Dvorkin Insurance Trust
One Trans Am Plaza Drive
Suite 120
Oakbrook Terrace, IL 60181

1230 S. Highland (Lombard) LLC
Steven D. Titiner
1700 N. Farnsworth Avenue, Suite 11
Aurora, IL 60505

Daniel G. Dvorkin Revocable Trust
One Trans Am Plaza Drive
Suite 120
Oakbrook Terrace, IL 60181

125-165 W. Dundee Road (Buffalo Grove), LLC
Steven D. Titiner
1700 N. Farnsworth Avenue, Suite 11
Aurora, IL 60505

Daniel Hyman
Millenium Properties
200 W. Madison Avenue, 36th Floor
Chicago, IL 60606

1275 Davis (Elgin), L.L.C. Steven D. Titiner
1700 N. Farnsworth Avenue, Suite 11
Aurora, IL 60505

DDL Property Limited
Steven D. Titiner
1700 N. Farnsworth Avenue, Suite 11
Aurora, IL 60505

1611 Stewart Street LLC
Michael J. Tuchman
2 N. LaSalle Street, 13th Floor
Chicago, IL 60602

Debi Kight
DDL Property
One Trans Am Plaza Dr., Suite 120
Oakbrook Terrace, IL 60181

1920 S. Highland (Lombard), L.L.C.
Steven D. Titiner
1700 N. Farnsworth Avenue, Suite 11
Aurora, IL 60505

Department of the Treasury Internal Revenue Service
P.O. Box 7346
Philadelphia, PA 19101-7346

1941 Selmartin (Aurora),
L.L.C. Steven D. Titiner
1700 N. Farnsworth Avenue, Suite 11
Aurora, IL 60505

DH-EK Management Corporation
One Trans Am Plaza Drive
Suite 120
Oakbrook Terrace, IL 60181

2150 N. Clybourn (Chicago) LLC
Steven D. Titiner
1700 N. Farnsworth Avenue, Suite 11
Aurora, IL 60505

Dupage Office Leasing, Inc.
Michael J. Tuchman
2 N. LaSalle Street, 13th Floor
Chicago, IL 60602

2200 South Main (Lombard) LLC
Steven D. Titiner
1700 N. Farnsworth Avenue, Suite 11
Aurora, IL 60505

Dvorkin Children's Trust dated March 5, 1998
One Trans Am Plaza Drive
Suite 120
Oakbrook Terrace, IL 60181

246 E. Janta (Lombard),
LLC Steven D. Titiner
1700 N. Farnsworth Avenue, Suite 11
Aurora, IL 60505

EIS Kalt LLC
One Trans Am Plaza Drive
Suite 120
Oakbrook Terrace, IL 60181

25210 W. Reed Street (Channahon), LLC
Steven D. Titiner
1700 N. Farnsworth Avenue, Suite 11
Aurora, IL 60505

Epaminodas Karvelas
Christopher Karvelas
Emersons Street Grill, Inc.
113 S. Emerson
Mt. Prospect, IL 60056

328 S. Jefferson (Chicago) SG, L.L.C.
Michael J. Tuchman
2 N. LaSalle Street, 13th Floor
Chicago, IL 60602

Esther Jackson
Steven D. Titiner
1700 N. Farnsworth Avenue, Suite 11
Aurora, IL 60505

3330-40 West Dundee (Northbrook) LLC
Steven D. Titiner
1700 N. Farnsworth Avenue, Suite 11
Aurora, IL 60505

Farnsworth (Aurora) Bisel, L.L.C.
Steven D. Titiner
1700 N. Farnsworth Avenue, Suite 11
Aurora, IL 60505

444 N. Wabash (Chicago), LLC
Steven D. Titiner
1700 N. Farnsworth Avenue, Suite 11
Aurora, IL 60505

Farnsworth (Aurora) Lando LLC
Steven D. Titiner
1700 N. Farnsworth Avenue, Suite 11
Aurora, IL 60505

4949-5001 W. Oakton Residential Financing
(Skokie) LLC
Steven D. Titiner
1700 N. Farnsworth Avenue, Suite 11
Aurora, IL 60505

Flossmoor - Plaza DH Holdings, L.L.C.
Steven D. Titiner
1700 N. Farnsworth Avenue, Suite 11
Aurora, IL 60505

4949-5001 W. Oakton Retail (Skokie) LLC
Steven D. Titiner
1700 N. Farnsworth Avenue, Suite 11
Aurora, IL 60505

Flossmoor Commons (Professional), L.L.C.
Steven D. Titiner
1700 N. Farnsworth Avenue, Suite 11
Aurora, IL 60505

560 West Washington (Chicago), L.L.C.
Michael J. Tuchman
2 N. LaSalle Street, 13th Floor
Chicago, IL 60602

Flossmoor Commons (Retail), L.L.C.
Steven D. Titiner
1700 N. Farnsworth Avenue, Suite 11
Aurora, IL 60505

606 W. Roosevelt (Chicago), L.L.C.
Michael J. Tuchman
2 N. LaSalle Street, 13th Floor
Chicago, IL 60602

Francine Dvorkin Revocable Trust
One Trans Am Plaza Drive
Suite 120
Oakbrook Terrace, IL 60181

6200 N. Rockwell (Chicago) LLC
Steven D. Titiner
1700 N. Farnsworth Avenue, Suite 11
Aurora, IL 60505

Glenwood Residential, L.L.C.
Steven D. Titiner
1700 N. Farnsworth Avenue, Suite 11
Aurora, IL 60505

640-650 Lake Street, L.L.C.
Michael J. Tuchman
2 N. LaSalle Street, 13th Floor
Chicago, IL 60602

Golden Holdings, L.L.C.
Michael J. Tuchman
2 N. LaSalle Street, 13th Floor
Chicago, IL 60602

920 Roosevelt (West Chicago), L.L.C.
Michael J. Tuchman
2 N. LaSalle Street, 13th Floor
Chicago, IL 60602

Goldfarb Properties, LLC
One Trans Am Plaza Drive Suite 120
Oakbrook Terrace, IL 60181

956 N. Neltnor (West Chicago), L.L.C.
Steven D. Titiner
1700 N. Farnsworth Avenue, Suite 11
Aurora, IL 60505

Greystone Associates, Inc.
Michael J. Tuchman
2 N. LaSalle Street, 13th Floor
Chicago, IL 60602

975 Nerge (Roselle)
LLC Steven D. Titiner
1700 N. Farnsworth Avenue, Suite 11
Aurora, IL 60505

Highland Avenue Qualified Personal
Residence Trust
One Trans Am Plaza Drive, Suite 120
Oakbrook Terrace, IL 60181

Aaron Trust
One Trans Am Plaza Drive
Suite 120
Oakbrook Terrace, IL 60181

Inverarry Family Trust
1220 Rudolph Dr., Apt. 2F
Northbrook, IL 60062

Aaron's Children's Trust
One Trans Am Plaza Drive
Suite 120
Oakbrook Terrace, IL 60181

Jackie Cullen
1 Trans Am Plaza Drive
Suite 120
Oakbrook Terrace, IL 60181

Ariel Weissberg
Weissberg & Associates, Ltd.
401 S. LaSalle St., Suite 403
Chicago, IL 60605

Jackson Trust
Esther/Julianne Jackson
4075 W. Bonanza Drive
Beverly Hills, FL 34465

Auto Gallery Chicago, LLC
Peter Alvarez
12 W. Factory Road
Addison, IL 60101

Kinman Enterprises, L.L.C.
Steven D. Titiner
1700 N. Farnsworth Avenue, Suite 11
Aurora, IL 60505

Ambry Estates Joint Venture (Lynwood), LLC
Michael J. Tuchman
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Chicago, IL 60602

Steve Kling
Colliers International
6250 N. River Road, Suite 11-100
Rosemont, IL 60018

American Equine Insurance Group, LTD.
Michael J. Morrisroe
114 S. Bloomingdale Road
Bloomingdale, IL 60108

Leah - Beverly Trust
One Trans Am Plaza Drive
Suite 120
Oakbrook Terrace, IL 60181

Ameriprise Financial Services, Inc.
C T Corporation System
208 S. LaSalle Street, Suite 814
Chicago, IL 60604

Levenfeld Pearlstein
Michael J. Tuchman
2 N. LaSalle Street, 13th Floor
Chicago, IL 60602

Barone & Jenkins, P.C.
Anthony G. Barone
635 Butterfield Rd., Suite 145
Oakbrook Terrace, IL 60181

Lynwood DT Investors LLC
Steven D. Titiner
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Aurora, IL 60505

Barry Milowitz
The Milowitz Office
3 Wyldwood
Tarrytown, NY 10591

Lynwood Land Company, L.L.C.
Steven D. Titiner
1700 N. Farnsworth Avenue, Suite 11
Aurora, IL 60505

Beit Dan, L.L.C.
Steven D. Titiner
1700 N. Farnsworth Avenue, Suite 11
Aurora, IL 60505

M. Morgan Trust
23123 N. Cardenas
Sun City W, AZ 85375

Belmont Financial Group, Inc.
Belmont Bank & Trust
BFKPN Corporate Services Inc.
8250 W. Belmont Avenue
Chicago, IL 60634

Matteson, LLC
Steven D. Titiner
1700 N. Farnsworth Avenue, Suite 11
Aurora, IL 60505

Beverly Dvorkin
700 W. Grand Avenue, Apt. 5
Chicago, IL 60654-5173

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Charles Hold
One Trans Am Plaza Drive
Suite 310
Oakbrook Terrace, IL 60181

Beverly Children's Trust
One Trans Am Plaza Drive Suite 120
Oakbrook Terrace, IL 60181

Nigel and Ellen Rhodes
1980 W. Downer Place
Aurora, IL 60508

Blue Star Gearing, LLC
Michael J. Tuchman
2 N. LaSalle Street, 13th Floor
Chicago, IL 60602

North Shore Community Bank & Trust
c/o Robert J. Huguelet Jr., PC
10749 Winterset Drive
Orland Park, IL 60467

Blue Star Properties, Inc.
Michael J. Tuchman
2 N. LaSalle Street, 13th Floor
Chicago, IL 60602

Northgate Plaza (Aurora), L.L.C.
One Trans Am Plaza Drive
Suite 120
Oakbrook Terrace, IL 60181

Bruce Teitelbaum
Vision Realty
1240 Meadow Road
Northbrook, IL 60062

Sharyl A. Ross, CPA
Silver, Lerner, Schwartz & Fertel
8707 Skokie Boulevard, Suite 400
Skokie, IL 60077

BT Holdings, LLC
Rakik Boughadou
1200 Harger Road
Suite 325
Oak Brook, IL 60523

Oak West (Oakbrook Terrace) Office LLC
Steven D. Titiner
1700 N. Farnsworth Avenue, Suite 11
Aurora, IL 60505

Caryn Kolton
c/o Keith Kolton
2929 W. Balmoral
Chicago, IL 60625

Oxford Bank & Trust
Attn: Devon J. Eggert Freeborn & Peters LLP
311 S. Wacker Drive, Suite 3000
Chicago, IL 60606

Channahon Plaza, L.L.C.
Michael J. Tuchman
2 N. LaSalle Street, 13th Floor
Chicago, IL 60602

Plaza (Arlington Heights) Office LLC
Steven D. Titiner
1700 N. Farnsworth Avenue, Suite 11
Aurora, IL 60505

Chicago Commercial, L.L.C.
Steven D. Titiner
1700 N. Farnsworth Avenue, Suite 11
Aurora, IL 60505

Private Bank & Trust Co.
PrivateBank Corp.
James Thompson, Managing Director
The Private Bank and Trust Company
70 W. Madison, Suite 200
Chicago, IL 60602

Craig Golden
Blue Star Properties, Inc.
600 W. Van Buren Street, Suite 1000
Chicago, IL 60607

Rachel Dvorkin
1653 Pebblebeach Circle
Elgin, IL 60123

Craig Yale
2801 Lakeside Drive
Suite 207
Bannockburn, IL 60015

Sterling 18th Street LLC
Michael J. Tuchman
2 N. LaSalle Street, 13th Floor
Chicago, IL 60602

Crown Construction and Development, Inc.
Craig M. White
225 W. Wacker Drive, Suite 2800
Chicago, IL 60606

Sierra Office Solutions LLC
Steven D. Titiner
1700 N. Farnsworth Avenue, Suite 11
Aurora, IL 60505

Star Park LLC
c/o Richard M. Goldwasser
Schoenberg Finkel Newman & Rosenberg
222 S. Riverside Plaza, Suite 2100
Chicago, IL 60606

Stoller-Lieberman Holdings
James Stoller
The Building Group
1045 W. Lawrence Avenue
Chicago, IL 60640

Schaumburg Bank & Trust Company
c/o Samantha Licker
Garfield & Merel, Ltd.
180 N. Stetson, Suite 1300
Chicago, IL 60601

Zifco Corporation
Ed Zifkin
513 Central Avenue, Suite 400
Highland Park, IL 60035

Dyek-O'Neal, Inc.
P.O. Box 13370
Arlington, TX 76094

David D. O'Sullivan
Springer, Brown, Covey, Gaertner & Davis, LLC
1755 S. Naperville Road, Suite 200
Wheaton, IL 60189

Texas 1845 LLC
Michael Mulcaby
Vedder Price P.C.
222 North LaSalle Street, Suite 2600
Chicago, IL 60601

BMO Harris Bank
c/o Kinga L. Wright Klein, Daday et al
2550 West Golf Road, Suite 250
Rolling Meadows, IL 60008

1426 Washington Avenue, LLC
c/o Schoenberg Finkel et al
222 South Riverside Plaza, Suite 2100
Chicago, IL 60606

Keyth Securities Systems, Inc. dba Keyth Technologies
c/o Stein & Rotman
105 West Madison Street, Suite 600
Chicago, IL 60602

Beverly Dvorkin
c/o Gina Krol
Cohen & Krol
105 West Madison Street, Suite 1100
Chicago, IL 60602

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

In re:	:	Chapter 11
	:	
Dvorkin Holdings, LLC,	:	Case No. 12-31336-JBS
	:	
Debtor.	:	
	:	

**ORDER GRANTING MOTION OF
ASM CAPITAL IV, LP AND ASM CAPITAL V, LP FOR ORDER
(I) APPROVING THE ADEQUACY OF THE DISCLOSURE STATEMENT,
(II) ESTABLISHING PROCEDURES FOR SOLICITATION AND TABULATION
OF VOTES TO ACCEPT OR REJECT THE PLAN OF LIQUIDATION, (III) FIXING
THE BAR DATE FOR CERTAIN PROFESSIONAL FEE CLAIMS, (IV) FIXING
THE DATE, TIME, AND PLACE FOR THE CONFIRMATION HEARING, AND
(V) ESTABLISHING PROCEDURES FOR REJECTION DAMAGES CLAIMS**

Upon consideration of the motion (the “Motion”)¹ of ASM Capital IV, LP and ASM Capital V, LP (collectively, “ASM Capital”) for Order in the above referenced chapter 11 cases, pursuant to sections 105, 502, 1125 and 1128 of title 11 of the United States Code (the “Bankruptcy Code”), Rules 3017, 3020, 9013, 9014, and 9021 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), and the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the Northern District of Illinois (the “Local Rules”), for an order (i) approving the Disclosure Statement under section 1125 of the Bankruptcy Code annexed as Exhibit I hereto; (ii) Establishing Procedures for Solicitation and Tabulation of Votes to Accept or Reject the Plan of Liquidation, (iii) Fixing the Bar Date for Certain Professional Fee Claims, (iv) Fixing the Date, Time, and Place for Confirmation Hearing, and (v) Establishing Procedures for Rejection Damages Claims; the Court having

¹ Capitalized terms utilized but not otherwise defined herein have the meanings ascribed to such terms in the Motion.

jurisdiction to consider the Motion and the relief requested therein in accordance with 28 U.S.C. §§ 157 and 1334, and consideration of the Motion and the relief requested therein being a core proceeding pursuant to 28 U.S.C. § 157(b); and venue being proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the Motion having been provided to (a) the U.S. Trustee; (b) the Chapter 11 Trustee, (c) counsel to the Chapter 11 Trustee; and (d) all other parties who have filed requests for notice under Bankruptcy Rule 2002; and a hearing having been held before the Court with respect to the Motion on _____, 2015 (the “Hearing”); and upon the record of such Hearing; and the Court having determined that the relief sought by the Motion is in the best interests of the Debtor, its creditors and interest holders, and all parties in interest; and the Court having determined that the legal and factual bases set forth in the Motion establish cause for the relief granted herein; and upon all of the proceedings had before the Court and after due deliberation and sufficient cause appearing therefor, IT IS HEREBY FOUND THAT:

A. The Disclosure Statement annexed hereto as Exhibit 1 contains adequate information within the meaning of section 1125 of the Bankruptcy Code.

B. The form of the ballots with respect to the Plan (the “Ballots”), substantially in the forms annexed hereto as Exhibit 3, respectively, are sufficiently consistent with Official Form No. 14 and adequately address the particular needs of this Chapter 11 case and are appropriate for each Class of Claims entitled under the Plan to vote to accept or reject the Plan.

C. The form of Support Letter attached hereto as Exhibit 4 is consistent with the information contained in the Disclosure Statement and is appropriate to send as part of the Solicitation Package to holders of Claims.

D. The period, set forth below, during which ASM Capital may solicit acceptances to the Plan is a reasonable period of time for holder of Claims entitled to vote on the Plan to make an informed decision with respect to whether to accept or reject the Plan.

E. The procedures for the solicitation and tabulation of votes to accept or reject the Plan (as more fully set forth in the Motion) provide for a fair and equitable voting process and are consistent with section 1126 of the Bankruptcy Code.

F. The procedures set forth below regarding notice to all parties in interest of the time, date, and place of the hearing to consider confirmation of the Plan (the “Confirmation Hearing”) and the distribution and contents of the Solicitation Packages comply with Bankruptcy Rules 2002 and 3017 and constitute sufficient notice to all interested parties.

NOW, THEREFORE

1. The Motion is GRANTED, as set forth herein.
2. The Disclosure Statement is APPROVED.
3. All objections to the Disclosure Statement are hereby OVERRULED.
4. The Ballots are APPROVED.
5. Garden City Group, Inc. (“Garden City Group”) is authorized to serve as the balloting agent, and is authorized to inspect, monitor, and supervise the solicitation process, to serve as the tabulator of the Ballots, to certify to the Court the results of the balloting, and to serve and distribute other notices and materials in connection with Plan and Disclosure Statement.
6. The record date (the “Voting Record Date”) for purposes of determining creditors entitled to vote on the Plan or, in the case of non-voting classes to receive the Notice of Non-

Voting Status - Unimpaired Classes (as defined below) or the Notice of Non-Voting Statuses - Impaired Classes (as defined below), as applicable, is _____, 2015.

7. Garden City Group shall complete, by no later than _____, 2015 (the “Solicitation Date”), the mailing of the Solicitation Packages to all known holders (as of the Voting Record Date) of claims in Class 2 (Secured Claims) and Class 4 (General Unsecured Claims), and Class 4 (Interests) (collectively, the “Voting Classes”), which Solicitation Packages will contain a copy of (i) this Order (without the exhibits hereto); (ii) the Confirmation Hearing Notice; (iii) with respect to Classes 2, 3, and 4, the Support Letter; (iv) a copy of the Disclosure Statement and the Plan; and (v) the appropriate form of Ballot to accept or reject the Plan with instructions and with a return envelope.

8. The Support Letter of ASM Capital is APPROVED and Garden City Group is authorized to serve same as part of the Solicitation packages to be served upon Holders of Claims and Interests.

8. Garden City Group shall complete, by no later than _____, 2015, the service by mail of (i) the Confirmation Hearing Notice, substantially in the form attached hereto as Exhibit 2 to all parties set forth in paragraph 9 below (ii) a Notice of Non-Voting Status-Unimpaired Class substantially in the form attached hereto as Exhibit 5 to all known Holders (as of the Voting Record Date) of Claims in Class 1 (Priority Claims), Class 3 (Convenience Claims), and Class 5 (Interests).

9. The Confirmation Hearing Notice shall be served on the following parties: counsel for the Debtor, the Chapter 11 Trustee, counsel for the Chapter 11 Trustee, the Office of the United States Trustee, all Entities known to hold a Claim against or Interest in the Debtor as of the Voting Record Date, including all Holders of Claims or Interests in Classes 1 through 4 of

the Plan, all Entities holding Administrative Claims, Professional Fee Claims, or Priority Tax Claims in these cases, all Entities which have filed Proofs of Claim, as reflected on the official claims register maintained by the Claims Agent on the Voting Record Date, and the assignee of any transferred and assigned Claim, if the transfer and assignment has been noted on the Court's docket and is effective pursuant to Bankruptcy Rule 3001(e) as of, or prior to, the Voting Record Date; all Entities which have filed requests for notice in these cases pursuant to Bankruptcy Rule 2002.

10. The Confirmation Hearing will be held at March 31, 2015 at 10:30 a.m. (prevailing Central time); provided, however, that the Confirmation Hearing may be continued from time to time by the Court or ASM Capital, without further notice or through adjournments announced in open court or as indicated in any notice of agenda of matters scheduled for hearing filed with the Court.

11. The Confirmation Hearing Notice, setting forth the time, date and place of the Confirmation Hearing, substantially in the form annexed hereto as Exhibit 6, is hereby APPROVED.

12. Based upon the nature of the Debtor's business, the limited pool of Claims, and the costs attendant to publication, the notice of confirmation as contemplated herein shall constitute good service, and neither ASM Capital nor Garden City Group need to publish notice of the Confirmation Hearing.

13. Any objections to confirmation of the Plan must (a) be in writing; (b) state the name and address of the objecting party and the nature of the claim or interest of such party; (c) state with particularity the basis and nature of any objection; and (d) be filed, together with proof of service, with the Court and served so that they are actually filed and received by the following

parties no later than 4:00 p.m. (prevailing Eastern Time) on _____, 2015 (the “Confirmation Objection Deadline”): (i) counsel for the Debtor, Davis Greene Law LLC, 1500 Eisenhower Ln. #800, Lisle, IL 60532, Attn: Michael J. Davis, Esquire; (ii) counsel for ASM Capital, Katten Muchin Rosenman LLP, 525 West Monroe Street, Chicago, IL 60661-3693, Attn: Peter A. Siddiqui, Esquire and Morris James LLP, 500 Delaware Avenue, Suite 1500, Wilmington, DE 19801, Attn: Jeffrey R. Waxman, Esquire; (iii) The Chapter 11 Trustee, Seyfarth, Shaw LLP 131 South Dearborn Street, Suite 2400, Chicago, IL 60606, Attn: Gus A. Paloian, Chapter 11 Trustee (iv) Counsel for the Chapter 11 Trustee, Seyfarth, Shaw LLP, 131 South Dearborn Street, Suite 2400, Chicago, IL 60606 Attn: James B. Sowka, Esquire; and (v) Office of the United States Trustee, 219 South Dearborn St., Room 873, Chicago, Illinois 60604, Attn: Stephen G Wolfe, Esquire.

14. Objections to confirmation of the Plan that are not timely filed, served, and actually received in the manner set forth above may not be considered and may be deemed overruled.

15. ASM Capital is authorized to file replies or responses to any such objections no later than 5:00 p.m. (prevailing Central. Time) on _____, 2015.

16. ASM Capital shall not be required to send Solicitation Packages to (i) any holder of an unimpaired claim under the Plan, (ii) any holder of a Claim or Equity Interest in a Class under the Plan that is deemed to reject the Plan, (iii) any party who holds a Claim that has been disallowed, or which was not filed or scheduled in the Debtor's schedules of assets and liabilities and the statements of financial affairs filed by the Debtor pursuant to section 521 of the Bankruptcy Code, Bankruptcy Rule 1007 and the Official Bankruptcy Forms of the Bankruptcy Rules, as such schedules and statements have been or may be amended (the “Schedules”) in an

amount greater than \$0, and (iv) a creditor that has a claim that already has been paid in full; provided, however, that if, and to the extent that, any such creditor would be entitled to receive a Solicitation Package for any reason other than by virtue of the fact that its claim had been scheduled by the Debtor, then such creditor shall be sent a Solicitation Package in accordance with the procedures set forth herein.

17. With respect to addresses from which Disclosure Statement Notices were returned as undeliverable by the United States Postal Service, ASM Capital and Garden City Group are excused from mailing Solicitation Packages or any other materials related to voting or confirmation of the Plan to those entities listed at such addresses unless and until the Liquidating Trustee is provided with accurate addresses for such entities before the Solicitation Date, and failure to mail Solicitation Packages or any other materials related to voting or confirmation of the Plan to such entities will not constitute inadequate notice of the Confirmation Hearing or the Voting Deadline (as defined below) nor constitute a violation of Bankruptcy Rule 3017(d).

18. A Notice of Voting Status - Impaired Classes, shall receive a form of ballot substantially in the form annexed hereto as Exhibits 3, which form hereby is APPROVED, shall be distributed to each Holder of a Claim or Interest in Class 2 (Secured Claim) and Class 4 (General Unsecured Claims). Holders of Claims and Interests in Classes 1, 3 and 5 shall also be served with the Confirmation Hearing Notice.

19. A Notice of Non-Voting Status - Unimpaired Class, substantially in the form annexed hereto as Exhibit 5, which form hereby is APPROVED, shall be distributed to each Holder of a Claim or Interest in Class 1 (Priority Claims), Class 3 (Convenience Claims), and Class 5 (Interests) (the "Unimpaired Classes"), which Class is unimpaired under the Plan and therefore are not entitled to vote to accept or reject the Plan..

20. Each Ballot must be properly executed, completed, and delivered to the Voting and Balloting Agent (i) by first-class mail, in the return envelope provided with each Ballot, (ii) by overnight courier, or (iii) by hand delivery, so that they are received by the Voting and Balloting Agent no later than 5:00 p.m. (prevailing Eastern Time) on _____, 2015 (the “Voting Deadline”).

21. Solely for purposes of voting to accept or reject the Plan and not for the purpose of the allowance of, or distribution on account of, a claim, and without prejudice to the rights of any party in any other context, any timely received Ballot that contains sufficient information to permit the identification of the claimant and is cast as an acceptance or rejection of the Plan will be counted and will be deemed to be cast as an acceptance or rejection, as the case may be, of the Plan. The foregoing general procedures will be subject to the following exceptions:

- i. If no proof of claim is filed then the vote amount shall be the noncontingent, liquidated, undisputed amount as set forth in the Debtor’s filed Schedules, less any reduction to such claim evidenced by the Debtor’s Amended Schedules;
- ii. If a Claim is listed in the Schedules as contingent, unliquidated, or disputed and a proof of claim was not (a) filed by the Bar Date or (b) deemed timely filed by an order of the Bankruptcy Court prior to the Voting Deadline, then such Claim will be disallowed for voting purposes (and for purposes of allowance and distribution under the Plan, unless otherwise ordered by this Court in accordance with the Bar Date Order);
- iii. If a Claim is deemed Allowed in accordance with the Plan, such Claim will be Allowed for voting purposes in the deemed Allowed amount set forth in the Plan;
- iv. If a Claim for which a proof of claim has been timely filed is marked as contingent or unliquidated, then such Claim will be temporarily Allowed for voting purposes only, and not for purposes of allowance or distribution, at \$1.00;
- v. If a Claim has been estimated or otherwise Allowed for voting purposes by order of the Court, such Claim will be temporarily Allowed in the amount so estimated or Allowed by the Court for voting purposes only, and not for purposes of allowance or distribution;
- vi. Notwithstanding anything to the contrary contained herein, a creditor who has filed or purchased duplicate claims will be provided with only one set of

Solicitation Materials and one Ballot and be permitted to vote only a single claim, regardless of whether such duplicate claims have been objected to; and

22. Ballots not be counted or considered for any purpose in determining whether the Plan has been accepted or rejected for any of the following:

- i. Any Ballot received after the Voting Deadline (unless ASM Capital has granted an extension in writing of the Voting Deadline with respect to such Ballot);
- ii. Any Ballot that is illegible or contains insufficient information to permit the identification of the claimant;
- iii. Any Ballot cast in a manner that neither indicates an acceptance nor rejection of the Plan or that indicates both an acceptance and rejection of the Plan;
- iv. Any Ballot submitted by facsimile or electronic transmission;
- v. Any unsigned Ballot or Ballot not bearing an original signature;
- vi. Any Ballot cast by a person or entity that does not hold a claim in a class that is entitled to vote to accept or reject the Plan; or
- vii. Any Ballot cast for a claim in which the Court has, pursuant to Rule 3018(a) of the Federal Rules of Bankruptcy Procedure, determined that the claim shall not be allowed to vote.

23. Rule 3018(a) Motions. Bankruptcy Rule 3018(a) provides, in relevant part, that, “notwithstanding objection to a claim or interest, the court after notice and hearing may temporarily allow the claim or interest in an amount which the court deems proper for the purpose of accepting or rejecting a plan.”

24. Pursuant to section 105(a) of the Bankruptcy Code, all timely claims filed shall be allowed to vote unless the Debtor, the Chapter 11 Trustee or ASM Capital files a motion to disallow the claim (the “Rule 3018(a) Motion”) no later than ten (10) business days prior to the Confirmation Hearing (the “Rule 3018(a) Motion Deadline”), and the Court enters an Order disallowing the claim for voting purposes. Until such time as the Court has entered an Order, all Claims in Class 4 (or a Claim in Class 2, if the Holder of the Class 2 Claim elects to have its secured claim treated as a Class 4 Claim under the Plan) shall be entitled to submit a ballot, and

in the event that the objecting party and the holder of the Claim that is the subject to an objection under Rule 3018(a) are unable to resolve any issues raised by prior to the Voting Deadline, (i) the Balloting Agent shall inform the Court at or before the Confirmation Hearing whether including the relevant provisional Ballot would affect the outcome of the voting to accept or reject the Plan in the relevant class in which the provisional Ballot was cast, and (ii) the Court then shall determine whether the provisional Ballot should be counted as a vote on the Plan. Such a procedure will help ensure an efficient tabulation of Ballots to be completed accurately by the Confirmation Hearing. Moreover, setting the date of the Confirmation Hearing as the date for hearing Rule 3018(a) Motions also permits the Court to avoid holding separate hearings on such motions. Nothing in these procedures is intended to affect any party's right to object to any proof of claim.

25. As to any Holder of a Claim filing a motion pursuant to Bankruptcy Rule 3018(a), such claimant's Ballot shall not be counted unless temporarily allowed by an order entered by the Court prior to the Voting Deadline.

26. Each Holder of a Claim that votes to accept or reject the Plan is deemed to have voted the full amount of its claim therefor.

27. Whenever a Holder of a Claim casts more than one Ballot voting the same Claim(s) before the Voting Deadline, the last Ballot received before the Voting Deadline be deemed to reflect the voter's intent, and thus, to supersede any prior Ballots; whenever a Holder of a Claim casts a Ballot that is properly completed, executed, and timely returned to the Voting and Balloting Agent, but does not indicate either an acceptance or rejection of the Plan, the Ballot shall not be counted; and whenever a creditor casts a Ballot that is properly completed,

executed, and timely returned to the Voting and Balloting Agent, but indicates both an acceptance and a rejection of the Plan shall not be counted.

28. Any entity that holds a claim in more than one class that is entitled to vote must use separate Ballots for each such claim.

29. Holders of a Claim must vote all of their claims within a particular class under the Plan, either to accept or reject the Plan and may not split their vote(s), and thus a Ballot that partially rejects and partially accepts the Plan shall not be counted.

30. The following types of Ballots will not be counted in determining whether the Plan has been accepted or rejected: (i) any Ballot received after the Voting Deadline unless ASM Capital shall have granted an extension of the Voting Deadline in writing with respect to such Ballot, (ii) any Ballot that is illegible or contains insufficient information to permit the identification of the claimant, (iii) any Ballot cast by a person or entity that does not hold a claim or interest in a class that is entitled to vote to accept or reject the Plan, (iv) any Ballot cast for a claim identified in the Debtor's schedules as unliquidated, contingent, or disputed for which no proof of claim in a liquidated and non-contingent amount was filed (v) any unsigned Ballot, or (vi) any Ballot transmitted to the Voting and Balloting Agent by facsimile or other means not specifically approved herein.

31. ASM Capital is authorized, in its sole discretion, to take or refrain from taking any action necessary or appropriate to implement the terms of and the relief granted in this Order without seeking further order of the Court.

32. All notices to be provided pursuant to the procedures set forth herein are good and sufficient notice to all parties in interest of all matters pertinent hereto and of all matters pertinent to the Confirmation Hearing and no other or further notice need to be provided.

Dated: This ____ day of _____, 2015

ENTER:

United States Bankruptcy Judge

**THIS DISCLOSURE STATEMENT HAS NOT YET BEEN APPROVED BY THE
BANKRUPTCY COURT**

This proposed Disclosure Statement is not a solicitation of acceptance or rejection of the Plan. Acceptances or rejections may not be solicited until the Bankruptcy Court has approved this Disclosure Statement under Bankruptcy Code § 1125. This proposed Disclosure Statement is being submitted for approval only, and has not yet been approved by the Bankruptcy Court.

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHER DISTRICT OF ILLINOIS
EASTERN DIVISION

In re:	:	Chapter 11
	:	
Dvorkin Holdings, LLC,	:	Case No. 12-31336-JBS
	:	
Debtor.	:	
	:	

**DISCLOSURE STATEMENT IN RESPECT OF
CHAPTER 11 PLAN OF LIQUIDATION**

IMPORTANT DATES

- ☐ Date by which Ballots must be received: _____, 2015
- ☐ Date by which objections to Confirmation of the Plan must be filed and served:
_____, 2015
- ☐ Hearing on Confirmation of the Plan: _____, 2015 at __: __ .m. (prevailing Eastern time)

Dated: January __, 2015

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I. PREFATORY STATEMENT AND DEFINITIONS

Pursuant to chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101, *et seq.* (the “Bankruptcy Code”), ASM Capital IV, LP and ASM Capital V, LP (“ASM Capital”) hereby submit this disclosure statement (the “Disclosure Statement”) in support of the *Chapter 11 Plan of Liquidation* (as may be amended, supplemented, or modified, the “Plan”) in the bankruptcy case of Dvorkin Holdings, LLC (the “Debtor”). The definitions contained in the Bankruptcy Code are incorporated herein by this reference. The definitions set forth in Article I of the Plan will also apply to capitalized terms used herein that are not otherwise defined.

II. INTRODUCTION AND OVERVIEW

A. Introduction

This Disclosure Statement, submitted in accordance with section 1125 of the Bankruptcy Code, contains information regarding the Plan proposed by ASM Capital. A copy of the Plan is attached hereto as **Exhibit A**. This Disclosure Statement is being distributed to you for the purpose of enabling you to make an informed judgment about the Plan. The Disclosure Statement contains information concerning, among other matters: (1) the Debtor’s background; (2) the assets available for distribution under the Plan; and (3) a summary of the Plan, including the proposed treatment of claims and interests under the Plan. ASM Capital strongly urges you to review carefully the contents of this Disclosure Statement and the Plan (including the exhibits to each) before deciding whether to accept or reject the Plan. Particular attention should be paid to the provisions affecting or impairing your rights as a Creditor or Interest Holder.

Following a hearing on _____, 2015, the Bankruptcy Court approved this Disclosure Statement as containing sufficient information to enable a hypothetical reasonable investor to make an informed judgment about the Plan. A copy of the Order approving the Disclosure Statement is attached hereto as **Exhibit B** (the “Disclosure Statement Order”). Under section 1125 of the Bankruptcy Code, this approval authorized ASM Capital to send you this Disclosure Statement and solicit your acceptance of the Plan. The Bankruptcy Court has not considered for approval the Plan itself or conducted a detailed investigation into the contents of this Disclosure Statement.

Your vote on the Plan is important. Absent acceptance of the Plan, there may be protracted delays or a chapter 7 liquidation, which may cause additional administrative expenses. These alternatives may not provide for distribution of as much value to Holders of Allowed Claims or Interests as does the Plan. Accordingly, ASM Capital urges you to accept the Plan by completing and returning the enclosed ballot(s) no later than _____, 2015.

B. Disclaimers

The information contained in this Disclosure Statement has been obtained from the pleadings filed in the Debtor's bankruptcy case, and ASM Capital has made every reasonable

effort has been made to present accurate information and such information is believed to be correct as of the date hereof. Any value given as to the Assets is based upon the Debtor's estimation of such value. You are strongly urged to consult with your financial, legal and tax advisors to understand fully the Plan and Disclosure Statement.

The financial information contained in this Disclosure Statement is given as of the date hereof, unless otherwise specified. The delivery of this Disclosure Statement does not, under any circumstance, imply that there has been no change in the facts set forth herein since such date. This Disclosure Statement is intended, among other things, to summarize the Plan and must be read in conjunction with the Plan and its exhibits, if any. If any conflicts exist between the Plan and Disclosure Statement, the terms of the Plan shall control.

THIS DISCLOSURE STATEMENT CONTAINS INFORMATION THAT MAY BEAR UPON YOUR DECISION TO ACCEPT OR REJECT THE PROPOSED PLAN. PLEASE READ THIS DOCUMENT WITH CARE. THE PURPOSE OF THE DISCLOSURE STATEMENT IS TO PROVIDE "ADEQUATE INFORMATION" OF A KIND, AND IN SUFFICIENT DETAIL, AS FAR AS IS REASONABLY PRACTICABLE IN LIGHT OF THE NATURE AND HISTORY OF THE DEBTORS AND THE DEBTOR'S BOOKS AND RECORDS, THAT WOULD ENABLE A HYPOTHETICAL REASONABLE INVESTOR TYPICAL OF HOLDERS OF CLAIMS OR INTERESTS OF THE RELEVANT CLASS TO MAKE AN INFORMED JUDGMENT CONCERNING THE PLAN.

FOR THE CONVENIENCE OF CREDITORS AND INTEREST HOLDERS, THIS DISCLOSURE STATEMENT SUMMARIZES THE TERMS OF THE PLAN, BUT THE PLAN ITSELF QUALIFIES ANY SUMMARY. IF ANY INCONSISTENCY EXISTS BETWEEN THE PLAN AND THE DISCLOSURE STATEMENT, THE TERMS OF THE PLAN ARE CONTROLLING.

NO REPRESENTATIONS CONCERNING THE DEBTOR'S FINANCIAL CONDITION OR ANY ASPECT OF THE PLAN ARE AUTHORIZED BY THE DEBTOR, THE CHAPTER 11 TRUSTEE, OR ASM CAPITAL, OTHER THAN AS EXPRESSLY SET FORTH IN THIS DISCLOSURE STATEMENT.

YOU SHOULD NOT RELY UPON ANY REPRESENTATIONS OR INDUCEMENTS MADE TO SECURE YOUR ACCEPTANCE OR REJECTION THAT THOSE CONTAINED IN OR INCLUDED WITH THIS DISCLOSURE STATEMENT IN ARRIVING AT YOUR DECISION.

ASM CAPITAL IS NOT AFFILIATED WITH OR EMPLOYED BY THE DEBTOR OR THE CHAPTER 11 TRUSTEE, AND DOES NOT HAVE ACCESS TO THE DEBTOR'S BOOKS AND RECORDS. THE FINANCIAL INFORMATION CONTAINED HEREIN, UNLESS OTHERWISE INDICATED, IS UNAUDITED AND BASED SOLELY UPON PLEADINGS FILED IN THE DEBTORS' BANKRUPTCY CASES. ASM CAPITAL HAS MADE ALL REASONABLE EFFORTS TO ENSURE THAT ALL INFORMATION CONTAINED IN THE DISCLOSURE STATEMENT IS FAIRLY PRESENTED, HOWEVER ASM CAPITAL CANNOT GUARANTEE THAT FINANCIAL INFORMATION IS NOT INCOMPLETE OR INACCURATE.

THE CONTENTS OF THIS DISCLOSURE STATEMENT SHOULD NOT BE CONSTRUED AS LEGAL, BUSINESS OR TAX ADVICE. EACH CREDITOR AND INTEREST HOLDER SHOULD CONSULT HIS OR HER OWN LEGAL COUNSEL AND ACCOUNTANT WITH RESPECT TO ALL LEGAL, TAX AND CONSEQUENCES CONCERNING HIS OR HER CLAIM OR INTEREST.

C. An Overview of the Chapter 11 Process

Chapter 11 of the Bankruptcy Code contains numerous provisions, the general effect of which is to provide the debtor with “breathing space” within which to propose a restructuring of its obligations to third parties. The filing of a chapter 11 bankruptcy petition creates a bankruptcy “estate” comprising all of the property interests of the debtor. Unless a trustee is appointed by the Bankruptcy Court for cause (no trustee has been appointed in the Chapter 11 Case), a debtor remains in possession and control of all its assets as a “debtor in possession.”

In bankruptcy, the filing of the bankruptcy petition gives rise to what is known as the “automatic stay” which, generally speaking, enjoins creditors from taking any action to collect or recover obligations owed by a debtor prior to the commencement of a chapter 11 case, unless the creditor gets relief from the court for cause after notice and an opportunity for hearing. Further, in bankruptcy, Debtors may continue to operate their business in the ordinary course on a day-to-day basis without bankruptcy Court approval, unless a trustee is appointed to administer the debtor’s estate. Bankruptcy Court approval is only required for certain kinds of transactions (such as certain financing transactions) and transactions out of the ordinary course of a debtor’s business.

A chapter 11 debtor emerges from bankruptcy by successfully confirming a plan of reorganization. Alternatively, the assets of a debtor may be sold and the proceeds distributed to creditors through a plan of liquidation. A plan may be either consensual or non-consensual and provide, among other things, for the treatment of the claims of creditors and interests of shareholders and holders of options or warrants.

A summary of the facts of the Debtor’s bankruptcy case, and the proposed terms of the Plan are summarized below.

D. Plan Overview

As more fully described below, on the Petition Date, the Debtor filed a voluntary bankruptcy petition by and through which it sought chapter 11 bankruptcy protection. The purpose of a chapter 11 bankruptcy case is to resolve the affairs of a debtor and distribute the proceeds of the debtor’s estate pursuant to a confirmed chapter 11 plan. To that end, on January 23, 2015, ASM Capital, one of the largest creditors in the Debtor’s bankruptcy case, filed the Plan, the terms of which are more fully described herein.

On the Effective Date of the Plan, a Liquidating Trustee will be appointed to, among other things, sell the remaining assets of the Debtor’s bankruptcy estate, review and object to

claims, makes distributions to creditors and interest holders, and undertake such other actions as necessary to fully administer the Debtor's estate. On the Effective Date of the Plan, a Oversight Committee will be appointed to oversee the Liquidating Trustee. Until Unsecured Claims are paid in full, the Oversight Committee comprised of three people, two of which shall be designated by ASM Capital and one of which shall be designated by Francine Dvorkin, an interest holder. Once Unsecured Claims have been paid in full, the two designees by ASM Capital shall resign, leaving the designee of Francine Dvorkin as the only member of the Oversight Committee.

Holders of Allowed Administrative Claims and Allowed Priority Claims will be paid in full on the Effective Date of the Plan, and Allowed General Unsecured Claims will be paid in full over time, including interest. Holders of Allowed Secured Claims will have the right to elect to maintain their lien on the property and have their rights unaltered by the Plan or they can elect to have their claims treated as general unsecured claims. After payment of all expenses of the Liquidating Trustee and payment of all claims in full and, the remaining assets of the estate shall be paid to the Holders of Interests on a pro rata basis.

ASM Capital believes that Confirmation of the Plan will avoid the lengthy delay and significant cost of liquidation under chapter 7 of the Bankruptcy Code. Further, ASM believes that the Plan, including the liquidation of the remaining assets of the Debtor and the Dvorkin Related Entities, will maximize the value of recoveries to all Holders of Allowed Claims and Allowed Interests by authorizing the Liquidating Trustee to promptly distribute money to creditors on account of Allowed Claims, thereby reducing the amount of interest due on account of those Claims. Additionally, by the terms of the Plan, after the Effective Date, the Liquidating Trustee will be authorized to liquidate the assets and otherwise administer the estate with more modest supervision by the Bankruptcy Court which will, in turn, minimize the administrative costs to the estate.

The following chart briefly summarizes the treatment of Creditors and Interest Holders under the Plan. Amounts listed below are estimated. Actual Claims and distributions will vary depending upon, among other things, recoveries on the sale of the estate's remaining assets and the costs of the Liquidating Trustee in administering the estate after the Effective Date.

Description	Estimated Allowed Claims ¹	Estimated Recovery Percentage	Claims Treatment
Administrative Expenses	Unknown	100%	Paid in full in Cash on the Effective Date or as soon thereafter as the Administrative Expense is Allowed <u>except</u> if an Administrative Expense represents an obligation incurred in the ordinary course of business, such Administrative Expense will be paid in the ordinary course by the

¹ The amounts of the claims are based upon the Debtors' Schedules and the filed proofs of claim. A chart detailing the claims is attached hereto as Exhibit B.

			applicable Liquidating Trustee in accordance with the terms of the particular transaction and/or applicable agreement.
Priority Claims	None	100%	Paid in full in Cash on the Effective Date or as soon thereafter as the Priority Expense is Allowed, <u>except</u> if a Priority Claim is not yet due, such claim shall be paid in the ordinary course by the Liquidating Trustee
Secured Claims	Unknown	100%, plus all contract rights	<p>Holders of Secured Claims, including Persons holding a security interest in the assets of the Debtor and Persons holding a security interest in the assets of the Dvorkin Related Entities, may elect either of the following treatments on account of its claim: (i) retention of their security interest in the collateral, including the right to receive all payments due pursuant to any agreement until such time as the collateral is sold or; (ii) electing to be treated as a Holder of a Class 4 General Unsecured Claim in any amount that remains unpaid as of the Effective Date and releasing all security interests in property owned by the Debtor or the Dvorkin Related Entities; or (iii) such other treatment as the Liquidating Trustee and the Secured Creditor agree to in writing, after consultation and agreement by the Oversight Committee.</p> <p>In the event that the Holder of Secured Claim elects option (i), and the sale of the collateral securing the Class 2 Secured Claim is insufficient to pay the Class 2 Secured Claim in full, the Holder of the Secured Claim will receive a deficiency claim effective upon the date of the sale of the Collateral, and such deficiency claim shall be treated as Class 4 General Unsecured Claim, with interest accruing at the rate of nine percent (9%) from the date of the sale of the collateral.</p>

Convenience Class Claims	\$450,000-\$550,000	100%, plus all contract rights	All Allowed General Unsecured Claims in an amount less than \$250,000 as of the Petition Date shall be included as Convenience Claims in Class 3, and shall be paid in full on the Effective Date, plus 9% interest from the Petition Date. This Claim is unimpaired under the Plan and is deemed to have accepted this Plan pursuant to section 1126(1) of the Bankruptcy Code. In the event that any Convenience Claim has already been paid in full, it shall not receive any further distribution under the Plan.
General Unsecured Claims	Unknown ²	100%, plus interest	<p>Holders of Allowed Class 4 General Unsecured Claims shall receive their Pro Rata share of distributions to be made from time to time by the Liquidating Trustee from (a) the proceeds of the liquidation of the Estate assets, after payment of all Allowed Administrative Claims, including all Allowed Professional Fee Claims, all allowed Priority Claims, and All Allowed Secured Claims, taking into account a reasonable reserve for and payment of post-Effective Date fees and expenses of the Liquidating Trustee and the Liquidating Trustee's professionals.</p> <p>All Allowed General Unsecured Claims shall be entitled to interest from the Petition Date through the Effective Date at a rate of the higher of (i) either the contract rate, if applicable, or (ii) nine percent (9%). From the Effective Date through the date that such claims are satisfied, all Allowed Class 4 General Unsecured Claims shall be entitled to payment of interest of nine percent (9%).</p>
Interest Holders	N/A	N/A	All Interest Holders shall be beneficiaries under the Liquidating Trust and shall be entitled to payment from all proceeds of the Trust after the payment in full of all Allowed Claims and expenses for administering the Liquidating Trust

² This amount may change based upon the number of creditors holding a security interest in the Debtor's assets or a security interest in the Dvorkin Related Entities' assets, who may elect to have their claim treated as an unsecured claim.

E. Voting on the Plan

1. Impaired Claims or Interests. Pursuant to section 1126 of the Bankruptcy Code, only the holders of Claims or Interests in Classes “Impaired” by the Plan may vote on the Plan. Pursuant to section 1124 of the Bankruptcy Code, a Class of Claims or Interests may be “Impaired” if the Plan alters the legal, equitable or contractual rights of the holders of such Claims or Interests treated in such Class. The holders of Claims or Interests not Impaired by the Plan are deemed to accept the Plan and do not have the right to vote on the Plan. This Disclosure Statement is being distributed for informational purposes to all Creditors, the Debtor's Interest holders and parties in interest without regard to any such party's right to vote.

2. Eligibility. In order to vote on the Plan, a Creditor must have timely filed or been assigned a timely filed proof of Claim, unless its Claim is scheduled by the Debtor and is not identified as disputed, unliquidated or contingent on the Debtor's Schedules of Assets and Liabilities (as amended, the “Schedule”). Creditors having a Claim in more than one Class that is entitled to vote may vote in each Class in which they hold a separate Claim by casting a Ballot in each Class.

3. Binding Effect. Whether a Creditor or Interest holder votes on the Plan or not, such Person will be bound by the terms of the Plan if the Plan is confirmed by the Bankruptcy Court. Absent some affirmative act constituting a vote, a Creditor will not be included in the vote: (a) for purposes of accepting or rejecting the Plan or (b) for purposes of determining the number of Persons voting on the Plan.

4. Procedure. Class 1 (Priority Claims) and Class 2 (Secured Claims), Class 3 (Convenience Claims), and Class 5 Claims (Interests) are not Impaired by the Plan and are deemed, therefore, to accept the Plan and may not vote except a holder of a Secured Claims may elect treatment of its claim as a General Unsecured Claim, in which case, it may vote its General Unsecured Claim as a member of Class 4. Members of Class 4 - General Unsecured Claims are Impaired and may vote to accept or reject the Plan.

In order for a vote in Class 4 to count, the Holder of the Claim must complete, date, sign and properly mail the enclosed Ballot (Please note that envelopes have been included with the Ballot) to:

If by first class mail:	If by hand delivery or overnight courier:
Dvorkin Holdings, LLC c/o GCG, Inc. PO Box 10150 Dublin, Ohio 43017-3150	Dvorkin Holdings, LLC c/o GCG, Inc. 190 S. LaSalle St., Ste 1925 Chicago, Illinois 60603

BALLOTS SENT BY TELECOPIER, FACSIMILE OR OTHER ELECTRONIC MEANS ARE NOT ALLOWED AND WILL NOT BE COUNTED.

Pursuant to Bankruptcy Rule 3017, the Bankruptcy Court has ordered that Ballots with

original signatures for the acceptance or rejection of the Plan must be received by mail or overnight delivery by Garden City Group, Inc. at one of the addresses set forth above **on or before 5:00 p.m. (Prevailing Central Time)** on _____, 2015. Once you have delivered your Ballot, you may not change your vote, except for cause shown to the Bankruptcy Court after notice and hearing.

Any Ballot received that is incomplete in any way shall be deemed to be cast as follows:

- (a) Ballots received that do not evidence the amount or evidence an incorrect amount of a creditor's Claim shall be completed or corrected, as the case may be, based upon the Schedule filed by the Debtor if no proof of Claim has been filed by such Creditor, or based upon timely filed proofs of Claim, and counted as a vote to accept or reject the Plan;
- (b) Ballots received that do not identify the Creditor or Interest Holder or that do not indicate acceptance or rejection, whether or not signed by the Creditor, shall not be counted as a vote to accept or reject the Plan;
- (c) Ballots received that are otherwise properly completed shall be completed or corrected, as the case may be, based upon the Schedule filed by the Debtor if no proof of Claim has been filed by such Creditor, or based upon timely filed proofs of Claim, and counted as a vote to accept or reject the Plan.

F. Requirements for Acceptance of the Plan

A summary of certain requirements of the Bankruptcy Code with respect to acceptance and confirmation of the Plan is set forth below.

At the Confirmation Hearing (as defined below), in order to confirm the Plan, the Court will determine whether the requirements of Section 1129 of the Bankruptcy Code have been satisfied with respect to the Plan. If the requirements of Section 1129 of the Bankruptcy Code have been met, the Court shall enter an order confirming the Plan.

The requirements of Section 1129 relevant to this Plan are as follows:

- 1. The Plan complies with the applicable provisions of the Code.
- 2. The Plan Proponent has complied with the applicable provisions of the Code.
- 3. The Plan has been proposed in good faith and not by any means forbidden by law.
- 4. Any payment made or to be made from property of the estate by the Debtor or by a person issuing securities or acquiring property under the Plan, for services or for costs and expenses in, or in connection with the case, or in connection with the Plan and incident to the case, has been disclosed to the Court, and if such payment is made prior to confirmation of the Plan, is reasonable, or if such payment is to

be fixed after Confirmation of the Plan, is subject to the approval of the Court as reasonable.

5. The Plan Proponent has disclosed the identity and affiliations of any individual proposed to serve, after confirmation of the Plan, as a director, officer or voting trustee of the Debtor, officer or voting trustee of the Debtor, of an affiliate of the Debtor participating in a joint plan with the Debtor, or of a successor to the Debtor under the Plan, and the appointment to, or continuance in, such office of such individual is consistent with the interests of such Debtor's creditors and with public policy, and the Debtor has disclosed the identity of any insider of the Debtor that will be employed or retained by the reorganized Debtor and the nature of any compensation for such insider.
6. With respect to each impaired Class of Claims or interests under the Plan, either each holder of a claim or interest of such class has accepted the Plan, or will receive or retain under the Plan on account of such claim or interest property of a value, as of the Effective Date of the Plan, that is not less than the amount that such holder would so receive or retain if the Debtor against which they hold a claim were liquidated on such date under chapter 7 of the Bankruptcy Code, or if § 1111(b)(2) of this title applies to the claims of such class, each holder of a claim of such class will receive or retain under the plan on account of such claim property of a value, as of the effective date of the plan, that is not less than the value of such holder's interest in the estate's interest in the property that secures such claims.
7. Each Class of Claims or Interests under the Plan has either accepted the Plan or is not impaired under the Plan. (Alternatively, the Plan may be confirmed over the dissent of a Class of claims or interests if the "cramdown" requirements of the Code are met. See "Acceptance and Confirmation of the Plan-Cramdown-Confirmation without Acceptance by All Impaired Classes.")
8. Except to the extent that the holder of a particular claim against the Debtor has agreed to a different treatment of such claim, the Plan provides that administrative expenses and priority claims (other than tax claims) will be paid in full on the Effective Date of the Plan, and that priority tax claims will receive on account of such claims deferred cash payments, over a period not exceeding five (5) years after the Petition Date or such longer prior to which such holders agree, of a value, as of such Effective date, equal to the allowed amount of such claim.
9. Except to the extent that the holder of a particular Claim has agreed to a different treatment of such Claim, the Plan provides that - (A) with respect to a Claim of a kind specified in § 507(a)(2) or 507(a)(3) of this title, on the Effective Date of the Plan, the holder of such Claim will receive on account of such Claim cash equal to the allowed amount of such Claim; (B) with respect to a Class of Claims of a kind specified in § 507(a)(1), 507(a)(4), 507(a)(5), 507(a)(6), or 507(a)(7) of this title, each holder of a Claim of such class will receive - (i) if such class has

accepted the Plan, deferred cash payments of a value, as of the Effective Date of the Plan, equal to the allowed amount of such Claim; or (ii) if such class has not accepted the Plan, cash on the Effective Date of the Plan equal to the allowed amount of such Claim; (C) with respect to a Claim of a kind specified in § 507(a)(8) of this title, the holder of such Claim will receive on account of such Claim regular installment payments in cash - (i) of a total value, as of the Effective Date of the Plan, equal to the allowed amount of such Claim; (ii) over a period ending not later than 5 years after the date of the order for relief under § 301, 302, or 303; and (iii) in a manner not less favorable than the most favored nonpriority unsecured Claim provided for by the Plan (other than cash payments made to a class of creditors under § 1122(b)); and (D) with respect to a secured Claim which would otherwise meet the description of an unsecured Claim of a governmental unit under § 507(a)(8), but for the secured status of that Claim, the holder of that Claim will receive on account of that Claim, cash payments, in the same manner and over the same period, as prescribed in subparagraph (C).

10. At least one (1) impaired class of claims has accepted the Plan, determined without including any acceptance of the Plan by any insider of the Debtor holding a claim of such class.
11. Confirmation of the Plan is not likely to be followed by the liquidation or the need for further financial reorganization of the Debtor or any successor to the Debtor under the Plan, unless such liquidation or reorganization is proposed in the Plan.
12. All fees payable under § 1930 of title 28, as determined by the Court at the hearing on confirmation of the Plan, have been paid or the Plan provides for the payment of all such fees on the Effective Date of the Plan.

ASM Capital believes the Plan satisfies all the statutory requirements of Chapter 11 of the Code, that the Plan will have complied with all of the requirements of Chapter 11 of the Code, and that the proposal of the Plan is made in good faith.

G. Classification of Claims

Section 1123 of the Bankruptcy Code requires that a plan of reorganization designate classes of claims (other than certain priority claims). Section 1122 of the Bankruptcy Code provides that a creditor's claim may be placed in a class with other claims only if such claims are "substantially similar" in any such class. ASM Capital believes that the classification system in the Plan satisfies the Bankruptcy Code's standards.

The Plan divides claims against the Debtors into classes. A single claim may be divided into different parts for classification and treatment under the Plan, in that a claim is in a particular class only to the extent that it fits within the description of such other class.

The Plan contains five classes: Class 1 – Priority Claims; Class 2 – Secured Claims; Class 3 Convenience Claims; Class 4 – General Unsecured Claims; and Class 5 – Equity Interests

H. Objections to Confirmation and Confirmation Hearing

Section 1128(a) of the Code requires the Court, after notice, to hold a hearing on confirmation of the Plan. THE CONFIRMATION HEARING FOR THIS PLAN IS SCHEDULED TO BEGIN ON _____, 2015 AT _____ .M. (Central Time)

By Order of the Court, THE DEADLINE TO OBJECT TO CONFIRMATION OF THE PLAN IS _____, 2015 AT _____ .M. (Central Time). A copy of any objection must be filed with the Bankruptcy Court and served upon the following: (i) counsel for the Debtor, Davis Greene Law LLC, 1500 Eisenhower Ln. #800, Lisle, IL 60532, Attn: Michael J. Davis, Esquire; (ii) counsel for ASM Capital, Katten Muchin Rosenman LLP, 525 West Monroe Street, Chicago, IL 60661-3693, Attn: Peter A. Siddiqui, Esquire and Morris James LLP, 500 Delaware Avenue, Suite 1500, Wilmington, DE 19801, Attn: Jeffrey R. Waxman, Esquire; (iii) The Chapter 11 Trustee, Seyfarth, Shaw LLP 131 South Dearborn Street, Suite 2400, Chicago, IL 60606, Attn: Gus A. Paloian, Chapter 11 Trustee (iv) Counsel for the Chapter 11 Trustee, Seyfarth, Shaw LLP, 131 South Dearborn Street, Suite 2400, Chicago, IL 60606 Attn: James B. Sowka, Esquire; and (v) Office of the United States Trustee, 219 South Dearborn St., Room 873, Chicago, Illinois 60604, Attn: Stephen G Wolfe, Esquire.

I. Effect of Confirmation.

Except as otherwise provided in the Plan or in the Confirmation Order, Confirmation vests title to property of the Debtor's Estate in the post-Effective Date Debtor under the control of the Liquidating Trustee free and clear of all Claims and Liens of Creditors and Interest Holders, subject to the provisions of the Plan. Confirmation serves to make the Plan binding upon the Debtor, all Creditors, Interest holders and other parties in interest, regardless of whether they cast a ballot to accept or reject the Plan.

III. HISTORY OF THE DEBTOR AND THE BANKRUPTCY CASE

A. Debtor's Bankruptcy Case

The Debtor, Dvorkin Holdings, LLC, is an Illinois limited liability company, that through its affiliates or related entities (collectively, the "Dvorkin Related Entities"), is primarily involved in real estate investment and management. Prior to August 7, 2012, the Debtor and the Dvorkin Related Entities, possessed ownership interests in approximately seventy (70) parcels of real property. A list of the properties owned by the Debtor and the Dvorkin Related Entities on the Petition Date, including the amount of the Debtor's interests in those properties and the Debtor's valuation of the properties, is attached hereto as Exhibit A.

On August 3, 2012, Daniel Dvorkin, the (now former) managing member of Dvorkin Holdings, LLC, was charged with soliciting the murder of a creditor in the United States District Court for the Northern District of Illinois; Case No. 12-CR-0500. Mr. Dvorkin was subsequently convicted and sentenced to eight years in federal prison.

On August 7, 2012 (the “Petition Date”), filed a voluntary petition under chapter 11 of the Bankruptcy Code. Loran Eatman (“Mr. Eatman”), vice president of DH-EK Management Corp., a non-debtor affiliate of the Debtor (“DH-EK”) signed the petition as the Debtor’s authorized individual.

1. The Debtor’s Schedules and Statement of Financial Affairs

On August 17, 2012, the Debtor filed its schedules of assets and liabilities (as amended, the “Schedules”) and its statement of financial affairs (as amended, the “Statement of Financial Affairs”) [Docket Nos. 20, 21, and 22]. On August 22, 2012, the Debtor filed amended schedules and an amended statement of financial affairs [Docket Nos. 66 and 67]. According to the Debtor’s Schedules, as of the Petition Date, the Debtor had assets aggregating \$70,743,822.00 and liabilities totaling \$9,296,750.00.

2. Appointment of the Chapter 11 Trustee

On August 24, 2012, Patrick S. Layng, the United States Trustee for the Northern District of Illinois (the “UST”) filed a motion for the appointment of a Chapter 11 Trustee and for other relief [Docket No. 29] (the “UST Trustee Motion”). On August 29, 2012, FirstMerit Bank, N.A. (“FirstMerit”) separately filed a motion to appoint a Chapter 11 Trustee [Docket No. 32] (the “FirstMerit Trustee Motion,” and together with the UST Trustee Motion, the “Trustee Motions”).

On September 17, 2012, the Debtor filed a response to the FirstMerit Trustee Motion and the UST Trustee Motion and a memorandum in support of its responses [Docket Nos. 52, 53, and 54]. On September 20, 2012, the UST filed a reply in support of the UST Trustee Motion [Docket No. 59] and on September 22, 2012, FirstMerit filed a reply in support of FirstMerit Trustee Motion [Docket No. 60].

On October 1, 2012, the Court conducted a hearing to consider the Trustee Motions, and at the conclusion of the hearing, the Court granted the UST Trustee Motion. Following the hearing to consider the Motions, the Court entered an Order granting the UST Trustee Motion that authorized and directed the UST to appoint a Chapter 11 trustee for the Debtor’s case [Docket No. 80]. On November 3, 2012, the UST filed a motion for approval of Gus Paloian as the Chapter 11 trustee [Docket No. 83]. On October 16, 2012, the Court entered an Order granting the UST’s motion for approval of the appointment of Gus Paloian as the Chapter 11 trustee (the “Chapter 11 Trustee”).

3. Liquidation of Assets During the Bankruptcy Case

Since the Petition Date, certain creditors of the Debtor or of entities in which the Debtor owned an interest moved for, and were granted relief from the automatic stay in order to foreclose upon real property. Specifically, the property for which relief from stay was granted is

(i) 4949, 4957, 4959 and 5001 W. Oakton Street, Skokie, IL; (ii) 1055 W. 175th Street, Homewood, IL; (iii) 2357 Nichols, Lynwood, IL, 2171 Vista, Lombard, IL, 2605 Rosemont, Chicago, IL, and 2611 Rosemont, Chicago, IL; (iv) 246 Janata Blvd., Lombard, IL; and (iv) as 700 W Grand Ave., Unit 5, Chicago, IL. ASM is unaware of the status of the underlying state court actions for which relief has been granted. The chart attached hereto as **Exhibit A** that details each of the properties of the Debtor or the Dvorkin Related Entities reflects the relief from stay, including the date of the motion for which relief from the automatic stay was granted, and the date that the relief granted.

Since his appointment, the Chapter 11 Trustee has filed numerous motions for the approval of the sale of real property, whether owned directly by the Debtor or by the Dvorkin Related Entities. The chart attached hereto as **Exhibit A** that details each of the properties of the Debtor or the Dvorkin Related Entities reflects the relief from stay, including the date of the motion for which relief from the automatic stay was granted, and the date that the relief granted.

According to the most recent monthly operating report filed with the Bankruptcy Court on December 5, 2014, as of November 30, 2014, the Chapter 11 Trustee was in possession of \$19,427,658.35 in cash [Docket No. 552].

4. Litigation by the Chapter 11 Trustee

Since his appointment, the Chapter 11 Trustee has commenced the five adversary proceedings and resolved certain proofs of claim as set forth below:

a. Paloian v. Blue Star Gearing LLC; Adv. Pro. 12-01437. On September 17, 2012, the Debtor commenced an adversary against Blue Star Gearing LLC seeking to, among other things, the avoid and recover of more than \$5,000,000 of prepetition transfers. After his appointment, Chapter 11 Trustee, settled the claims in the complaint.

On May 20, 2013, the Trustee filed a motion in the Bankruptcy Court to approve a settlement with the defendant [Docket No. 263]. By the settlement, (i) all funds of the Blue Star Gearing would be transferred to the Debtor, (ii) certain promissory notes, mortgages and related loans would be transferred to DH Mortgage Holder, LLC, an affiliate of the Debtor, (iii) certain specific Craig Golden and Blue Star Properties related to the allegations in the Complaint would be transferred to the Debtor, and (iv) at the Trustee's option, certain membership interests in Blue Star Gearing would be transferred to the Debtor. In the motion, the Chapter 11 Trustee estimated that the settlement would provide the estate with a recovery of approximately \$1,360,000 in cash as well as notes and mortgages with an outstanding balance of approximately \$6,500,000.

On June 17, 2013, the Bankruptcy Court approved the Trustee's motion to approve the settlement [Docket No. 288].

b. Paloian v. against Beverly Dvorkin and After-Words, Incorporated; Adv. Pro. 13-00686 and Paloian v. Dvorkin, as Trustee of Dvorkin Childrens Trust et al.; Adv. Nos. 12-00771, 13-00772, and 13-00777. On May 10, 2013, the Debtor commenced an adversary proceeding against Beverly Dvorkin, the daughter of Daniel and Francine Dvorkin and After-Words, Incorporated, a bookstore owned by Ms. Dvorkin. By the complaint, the Trustee alleged that the Ms. Dvorkin's parents caused the Debtor to pay approximately \$72,000 for Ms. Dvorkin's health

insurance during the four years preceding the filing of the complaint. The Trustee further alleged that estate assets were also fraudulently transferred to Ms. Dvorkin through the execution and performance of two below-market leases that allowed the defendants to lease real property for a price more than \$268,675 below market value during the four years preceding the filing of the complaint, and that such transfers were intentional and direct transfers of value from the estate to Ms. Dvorkin.

On May 20, 2013, the Trustee filed three separate adversary proceedings by the filing of complaints seeking to sell property co-owned by Debtor and certain of the Dvorkin family members and family trusts pursuant to 11 U.S.C. § 363(h) at the following properties: (i) 696 E. Roosevelt Rd., Glen Ellyn, IL (Adv. No. 13-777); (ii) 3330-3332 N. Clark St., Chicago, IL (Adv. No. 13-771); and (iii) 3336-3342 N. Clark St., Chicago, IL (Adv. No. 13-772). Further, the Trustee alleged that the Debtor and the Dvorkin Related Entities also held certain other claims against the defendants and other insiders for receipt of fraudulent transfers, fraud, conspiracy to defraud, and unjust enrichment.

On August 30, 2013, the Trustee filed a motion to approve a settlement resolving all of the claims in these adversary proceedings [Docket No. 339] by and through which, among other things, the estate would receive: (i) transfer of all funds of Goldfarb Properties, LLC to the Debtor; (ii) re-conveyance of ownership of certain land trusts and entities which own real property from Goldfarb Properties, LLC to the Debtor; (iii) cancellation of the lease of real property to After-Words in favor of a new lease; (iv) conveyance of the right to sell the real properties subject to the complaints to the Trustee; and (v) dismissal with prejudice of all proofs of claim filed by the Dvorkins. The Settlement Agreement will, in part, provide the Estate with a recovery of approximately \$1,700,000 in cash, as well as ownership interests in six (6) land trusts and limited liability companies whose net value, the Trustee estimated, could exceed \$3,000,000, permit the Trustee to sell the properties at issue in the Complaints [Docket No. 339].

On September 30, 2013, the Bankruptcy Court approved the Trustee's motion to approve the settlement [Docket No. 354].

c. Paloian v. Asset Liquidators, LLC; Adv. No. 14-486. On July 21, 2014, the Trustee commenced an adversary by seeking: (i) declaratory judgment that Defendant's purported judgment lien recorded on February 28, 2012, in Cook County, IL is void as unenforceable; (ii) to avoid as a preferential transfer Defendant's July 2012 recordation of a judgment lien in Cook County, Illinois; and (iii) to avoid as a preferential transfer Defendant's July 2012 recordation of judgment liens in DuPage County, Illinois and Cook County, Illinois.

On September 10, 2014, the Trustee filed an amended complaint against the Defendant and on September 22, 2014 filed an answer to the amended complaint. The adversary proceeding is still pending.

d. Various Claims Resolutions. Separately from the claims resolutions contained in the settlement of the adversary proceedings addressed above, the Chapter 11 Trustee either formally or informally objected to claims against the estate, including without limitation:

- Proof of Claim 12 filed by FirstMerit Bank, N.A., in which First Merit asserted a claim in the amount of \$15,693,038.21 secured by nine pieces of real property. The Chapter 11 Trustee alleged that FirstMerit's collateral was undersecured with

respect to six of the properties. On July 2, 2013, the Chapter 11 Trustee filed a motion to approve a settlement with FirstMerit that, among other things, granted sole authority to the Chapter 11 Trustee to list and sell the property, and permit payment of certain costs at closing from the sale proceeds from each of the properties, permit an interim distribution to FirstMerit on account of its claims on account of a deficiency claim, provide to FirstMerit with copies of monthly operating reports for each entity owning the real property that is subject to the collateral, and exculpating the Chapter 11 Trustee. [Docket 299]. An order approving this settlement was entered by the Bankruptcy Court on July 23, 2013 [Docket No. 313].

- On January 28, 2014, the Chapter 11 Trustee filed a motion to approve a settlement with RiverSource Life Insurance Company [Docket 433]. Plaza (Arlington Heights) Office, L.L.C., an Illinois limited liability company (the owner of 115-125 South Wilke Rd., Arlington Heights, IL and 1920 S. Highland (Lombard), L.L.C., an Illinois limited liability company (the owner of 1920 S. Highland, Lombard, IL) are two Dvorkin related entities who borrowed money from RiverSource Life Insurance Company (“RiverSource”). Each of the Dvorkin related entities was obligated to RiverSource and was obligated to Lender to repay mortgage loans secured by the real property. The Debtor guaranteed each of the borrower's obligations to RiverSource. On November 16, 2012, RiverSource filed a proof of claim in the Debtor's bankruptcy case asserting a claim in the amount of \$11,037,499.12 arising from Debtor's guaranty of RiverSource's obligations. The Trustee evaluated the underlying properties and determined that RiverSource was undersecured with respect to the properties. The Trustee and RiverSource reached a settlement which transferred to RiverSource the right, title, and interest in the two properties in exchange for a release of RiverSource's claims against the Debtor and each of the borrowers. An order approving this settlement was entered by the Bankruptcy Court on January 20, 2014 [Docket No. 442].
- Proof of Claim No. 13 filed by BMO Harris Bank, N.A. in which BMO Harris, as successor-in-interest to Amcore Bank, N.A., asserted a claim in the total amount of \$3,793,265.24 allegedly secured by mortgage liens on the following parcels of real property: (i) 812 East Chicago Avenue, Elgin, Illinois; (ii) 925 East St. Charles Road, Lombard, Illinois; and (iii) 1111 East Ogden Road, Naperville, Illinois. BMO Harris' Proof of Claim asserted, among other things, secured claims against Debtor arising from that alleged promissory note made by Debtor and a certain Land Trust 966811 in favor of Amcore, dated January 18, 2002, and in the original principal amount of \$2,800,000, with an outstanding amount of \$2,647,830.94 due under a note as of the Petition Date. BMO Harris further asserted that it held an additional security interest against a certain parcel of real property located at 925 East St. Charles Road, Lombard, IL and a certain property located at 1111 East Ogden Road, Naperville, IL by virtue of a collateral assignment of the beneficial interest in Land Trust 94674 (the “CABI”), which BMO Harris asserts cross-collateralizes the balance due under the note in an unlimited amount, and as a result of the note, BMO asserted that it was entitled to all proceeds from the sales of the two parcels of real property. The Trustee

contended that the mortgage that allegedly secured the St. Charles and the Ogden Road properties was released post-petition and was therefore unenforceable, while BMO Harris contended the mortgage that secured the St. Charles and the Ogden Road properties was released in error and therefore still secured the proceeds from the sales of the St. Charles property and the Ogden Road property by virtue of said mortgage's cross-collateralization of the balance due under the note up to the face amount of said mortgage plus fees and costs. Further, the Trustee asserted that the note was not asserted in the BMO Harris' proof of claim and was therefore time-barred. On September 2, 2014, the Chapter 11 Trustee filed a motion to approve a settlement with Settlement Amount which sought to authorize the Trustee to remit payment of \$530,000 from the net proceeds of the sales of the St. Charles Property and the Ogden Road Property and applying the Settlement Amount against the balance due and owing under the note in exchange for BMO Harris' would release any claim of a security interest in the St. Charles Property and the Ogden Road Property, including but not limited to the St. Charles-Ogden Mortgage, the 2014 Claim, and the CABI, and BMO Harris would execute appropriate documents to cause the proceeds of the sales of the St. Charles Property and the Ogden Road Property to be released from escrow, including but not limited to release of the mortgage and the CABI. Further, BMO Harris would amend its claim to reduce all pre and post-petition recoveries made by BMO Harris under the notes, mortgages and other financial instruments either asserted in the its proof of claim or enforced by BMO, whether such recoveries were from the Debtor or other third parties. An order approving this settlement was entered by the Bankruptcy Court on September 26, 2014 [Docket No. 538].

- Prior to their respective bankruptcy filings, the Debtor and Bruce Teitelbaum jointly invested in at least ten real estate development entities. On November 30, 2012, the Bankruptcy Court entered an Order in Mr. Teitelbaum's Chapter 7 bankruptcy case approving a settlement by which Ilene F. Goldstein, the Chapter 7 trustee for Mr. Teitelbaum's bankruptcy estate, acquired all of the assets listed in Mr. Teitelbaum's schedules and statements of financial affairs, including but not limited to all membership interests in BT Holdings, LLC. Prior to their respective bankruptcy filings, the Debtor and Mr. Teitelbaum asserted a right of setoffs based upon alleged defaults by either BT Holdings, LLC or Mr. Teitelbaum, and pursuant to the setoff rights, the Debtor may have transferred ownership of the interests of Mr. Teitelbaum or BT Holdings, LLC in certain of the joint investments. Ilene F. Goldstein, in her capacity as the Chapter 7 trustee for the bankruptcy estate of Bruce Teitelbaum, raised issue with respect to the validity of such transfers of ownership. On October 30, 2014, the Chapter 11 Trustee filed a motion to approve a settlement with Ilene F. Goldstein, the Chapter 7 trustee for the bankruptcy estate of Bruce Teitelbaum, the terms of which, including the following: (i) Prior to the bankruptcy filings, Mr. Teitelbaum and BT Holdings, LLC transferred their interests in the following entities to the Debtor (a) prior to the bankruptcy filings, Teitelbaum and BT transferred their interests in the following Joint Investments: (a) 956 N. Neltnor (West Chicago), LLC, an Illinois limited liability company, which owns the real property commonly known as 956 N. Neltnor, West Chicago, IL 60185; (b)

11824 S.W. Highway (Palos Heights), LLC, an Illinois limited liability company, which owns the real property commonly known as 11824 Southwest Highway, Palos Heights, IL 60463, (c) Flossmoor Commons (Professional), LLC, an Illinois limited liability company, which owned the real property commonly known as 3235 W. Vollmer Road, Flossmoor, IL 60422, and (d) Flossmoor Commons (Retail), LLC, an Illinois limited liability company, which owned the real property commonly known as 3301-47 W. Vollmer Road, Flossmoor, IL 60422; (ii) Teitelbaum estate possesses the following undisputed interests in the following Joint Investments: (a) a 20% interest in 246 E. Janata (Lombard), LLC, an Illinois limited liability company (which owns or owned real property commonly known as 246 E. Janata Blvd., Lombard, IL 60148) (b) a 40% beneficial interest in Land Trust 1636-Y (which owns the real property commonly known as 2200 South Main Street, Lombard, IL 60148); (c) a 7.5% beneficial interest in Land Trust 96-6875 (which owned the real property commonly known as 811 West Evergreen, Chicago, IL 60642); and (d) a 15.02 membership interest in 1 Transam Plaza (Oakbrook Terrace), LLC, an Illinois limited liability company (which owns the real property commonly known as One Trans Am Plaza Drive, Suite 240, Oakbrook Terrace, Illinois 60181); and (iii), to resolve any disputes among the Dvorkin estate and the Teitelbaum estate relating to a 10% interest in 444 N. Wabash (Chicago), LLC, an Illinois limited liability company (owner of real property commonly known as 444 N. Wabash, Chicago, IL 60611), 11.25% membership interest in 1203 Maple (Lisle), LLC, an Illinois limited liability company (owner of the real property commonly known as 1203-1231 W. Maple Ave., Lisle, IL 60532), 50% interest in Lynwood DT Investors, LLC, an Illinois limited liability company (owner of 50% of the membership interests in Lynwood Land Company, LLC, an Illinois limited liability company, which owns 50% of the membership interests in Ambry Estates Joint Venture (Lynwood), LLC), and a 30% interest in Matteson, LLC, an Illinois limited liability company (owner of real property commonly known as 21141 Governors Hwy, Matteson, IL 60443), the Chapter 11 Trustee agreed to remit payment of \$300,000. [Docket No. 544]. An order approving this settlement was entered by the Bankruptcy Court on November 21, 2014 [Docket No. 548]. According to the Summary Cash Receipts and Cash Disbursements for the Period of November 1, 2014 through November 30, 2014 filed by the Chapter 11 Trustee on December 5, 2014, the payment of \$300,000 was tendered to Ms. Goldstein, in her capacity as Chapter 7 Trustee for Mr. Teitelbaum's estate, on November 25, 2014 [Docket No. 552].

IV. DESCRIPTION OF TREATMENT UNDER THE PLAN

A. Brief Overview of Treatment of Claims.

A DISCUSSION OF THE PRINCIPAL PROVISIONS OF THE PLAN AS THEY RELATE TO THE TREATMENT OF CLASSES OF ALLOWED CLAIMS AND INTERESTS IS SET FORTH IN THE FOLLOWING SECTIONS. THE DISCUSSION OF THE PLAN THAT FOLLOWS CONSTITUTES A SUMMARY ONLY, AND SHOULD NOT BE RELIED UPON

FOR VOTING PURPOSES. YOU ARE URGED TO READ THE PLAN IN FULL IN EVALUATING WHETHER TO ACCEPT OR REJECT ASM CAPITAL'S PROPOSED PLAN. IF ANY INCONSISTENCY EXISTS BETWEEN THIS SUMMARY AND THE PLAN, THE TERMS OF THE PLAN CONTROL. ALL CAPITALIZED TERMS NOT OTHERWISE DEFINED HAVE THE MEANINGS ASCRIBED TO THEM IN THE PLAN.

1. Administrative Expense Claims. As more fully set forth in the Plan, all Allowed Administrative Claims, other than Professional Fee Claims, shall be paid, in full satisfaction, settlement, release, and discharge of and in exchange for such Allowed Administrative Claim: (a) in accordance with the terms and conditions under which such Administrative Claims arose, (b) pursuant to any agreement between the Creditor and either the Chapter 11 Trustee, the Liquidating Trustee or the Debtor, (c) as otherwise provided by this Plan, or (d) in full in Cash on the Effective Date, or as soon thereafter as practicable.

No Administrative Claim shall be entitled to payment of more than one hundred percent, of such Allowed Administrative Claim. Accordingly, in the event that any Administrative Claim has already been paid in full, it shall not receive any further distribution under the Plan, and if any Administrative Claim has already been paid in part, it shall receive only such distribution under the Plan necessary to pay such Administrative Claim in full.

2. Class 1 Priority Claims. As more fully set forth in the Plan, on the Effective Date, or as soon thereafter as practicable, the Allowed Priority Claims, in full satisfaction, settlement, release and discharge of and in exchange for such Allowed Priority Claim, shall either (a) be paid in full in Cash or (b) receive such other treatment as the Liquidating Trustee and such Creditor agree to in writing. In the event that a Priority Claim is a Disputed Claim, the Liquidating Trustee shall establish a Priority Claims Reserve which shall be held in escrow until entry of a Final Order pursuant to which such Claim is either disallowed or becomes an Allowed Claim. The Liquidating Trustee shall remit payment to the Holder of a Priority Claim no later than ten (10) days after the entry of Final Order determining that the Priority Claim is an Allowed Claim.

No Priority Claim shall be entitled to payment of more than one hundred percent of such Allowed Priority Claim. Accordingly, in the event that any Priority Claim has already been paid in full, it shall not receive any further distribution under the Plan, and if any Priority Claim has already been paid in part, it shall receive only such distribution under the Plan necessary to pay such Priority Claim in full.

3. Class 2 - Secured Claims. Holders of Secured Claims include Persons holding a security interest in the assets of the Debtor and Persons holding a security interest in the assets of the Dvorkin Related Entities. At any time prior to the hearing to consider confirmation of the Plan, the Holder of a Secured Claim may elect either of the following treatments on account of its claim: (i) retention of their security interest in the collateral, including the right to receive all payments due pursuant to any agreement until such time as the collateral is sold; (ii) electing to be treated as Class 4 Holders of Unsecured Claims in any amount that remains unpaid as of the Effective Date and releasing all security interests in property owned by the Debtor or the Dvorkin Related Entities; or (iii) such other treatment as the Liquidating Trustee and the Secured Creditor agree to in writing, after consultation and agreement by the Oversight Committee.

In the event that the Holder of Secured Claim elects option (i), and the sale of the

collateral securing the Class 2 Secured Claim is insufficient to pay the Class 2 Secured Claim in full, the Holder of the Secured Claim will receive a deficiency claim effective upon the date of the sale of the Collateral, and such deficiency claim shall be treated as Class 4 General Unsecured Claim, with interest accruing at the rate of nine percent (9%) from the date of the sale of the collateral.

4. Class 3 – Convenience Claims. Holders of Allowed Claims

Holders of Allowed General Unsecured Claims in an amount less than \$250,000 as of the Petition Date shall be paid in full on the Effective Date, plus 9% interest from the Petition Date. Class 3 is Unimpaired by this Plan and is deemed to have accepted this Plan pursuant to section 1126(1) of the Bankruptcy Code. In the event that any Convenience Claim has already been paid in full, it shall not receive any further distribution under the Plan

5. Class 4 - General Unsecured Claims. Holders of Allowed Class 4 General Unsecured Claims shall receive their Pro Rata share of distributions to be made from time to time by the Liquidating Trustee from (a) the proceeds of the liquidation of the Estate assets, after payment of all Allowed Administrative Claims, including all Allowed Professional Fee Claims, all allowed Priority Claims, and All Allowed Secured Claims, taking into account a reasonable reserve for and payment of post-Effective Date fees and expenses of the Liquidating Trustee and the Liquidating Trustee's professionals.

All Class 4 General Unsecured Claims shall be entitled to interest from the Petition Date through the Effective Date at a rate of the higher of (i) either the contract rate, if applicable, or (ii) nine percent (9%). From the Effective Date through the date that such claims are satisfied, all Class 4 General Unsecured Claims shall be entitled to payment of interest of nine percent (9%).

6. Class 5 - Interests. Class 5 consists of Interests in the Debtor. Once all Allowed Claims have been paid in full, and subject to the payment of expenses of the Liquidating Trust and his or her professionals, Holders of Interests shall receive a Pro Rata distribution from the liquidation of all remaining Estate assets on account of their Interests.

B. Identification of Impaired and Unimpaired Classes; Acceptance or Rejection

THE FOLLOWING CLASSES ARE UNIMPAIRED UNDER THE PLAN, AND EACH HOLDER OF AN ALLOWED CLAIM OR INTEREST THEREIN IS CONCLUSIVELY PRESUMED TO HAVE ACCEPTED THE PLAN AND SOLICITATION THEREOF WITH RESPECT TO ACCEPTANCE OF THE PLAN IS NOT REQUIRED. THE FOLLOWING CLASSES ARE UNIMPAIRED UNDER THE PLAN:

- CLASS 1:** Allowed Secured Claims.
- CLASS 2:** Allowed Priority Claims
- CLASS 3:** Allowed Convenience Claims
- CLASS 4:** Interests in the Debtor

THE FOLLOWING CLASSES OF CLAIMS ARE IMPAIRED UNDER THE PLAN, AND HOLDERS OF ALLOWED CLAIM IN EACH CLASS ARE ENTITLED TO VOTE TO ACCEPT OR REJECT THE PLAN:

CLASS 4: Allowed General Unsecured Claims

C. Effect of Non-Voting

If no Holder of a Claim eligible to vote in a particular Class timely votes to accept or reject the Plan, ASM Capital may seek to have the Plan deemed **accepted** by the Holders of such Claims in such Class for purposes of section 1129(b) of the Bankruptcy Code.

D. Nonconsensual Confirmation

In the event any Class of Claims votes to reject the Plan, ASM Capital requests that the Bankruptcy Court confirm the Plan notwithstanding such rejection pursuant to section 1129(b) of the Bankruptcy Code on the basis that the Plan is fair and equitable and does not discriminate unfairly as to the Holders of any Class of Claims or Interests

V. MEANS OF IMPLEMENTATION OF THE PLAN

A. Vesting of Assets.

Except as otherwise explicitly provided in the Plan, on the Effective Date all rights and property comprising the Estate (including, without limitation, the Estate's Interest in the Dvorkin Related Entities) shall remain in the assets of the Debtor's Estate after the Effective Date to the same extent such Assets were held by the Debtor, free and clear of all Claims, Liens, charges, encumbrances, rights and Interests of creditors and Interest holders (other than as expressly provided in this Plan). As of the Effective Date, the Liquidating Trustee may use, acquire, and dispose of property and settle and compromise Claims subject only to those restrictions expressly imposed by this Plan, the Liquidating Trustee Agreement and the Confirmation Order.

B. Litigation Claims, Avoidance Actions and Other Actions.

Except as otherwise expressly provided in the Plan, all Claims relating to post-Petition Date transactions under section 549 of the Bankruptcy Code, all transfers recoverable under section 550 of the Bankruptcy Code, all causes of action against any Person on account of indebtedness and any other causes of action in favor of the Debtor or the Estate, and all Litigation Claims and Avoidance Actions, except as otherwise set forth in this Plan or the Confirmation Order, are hereby preserved and retained for enforcement subsequent to the Effective Date exclusively by the Liquidating Trustee.

C. Recoveries.

To the extent that any proceeds are recovered from any Litigation Claim, Avoidance Action, or any other cause of action reserved for prosecution by the Liquidating Trustee pursuant to this Plan, such proceeds shall become Liquidating Trustee Assets.

D. Appointment of the Liquidating Trustee.

On the Effective Date, the Liquidating Trustee shall be appointed in accordance with the Liquidating Trustee Agreement attached hereto as Exhibit "A" to wind up the affairs of the Debtor and make distributions under the Plan.

E. The Liquidating Trustee.

From and after the Effective Date, the Liquidating Trustee shall have the rights and powers set forth herein in order to carry out and implement the purposes and intent of this Plan subject to the Liquidating Trustee Agreement, the Plan and the Confirmation Order. Except as expressly set forth in the Liquidating Trustee Agreement, the Plan and the Confirmation Order, the Liquidating Trustee shall be the exclusive agent of the Debtor's Estate under Title 11 for purposes of 31 U.S.C. § 3713(b) and 26 U.S.C. § 6012(b)(3).

F. Responsibilities of the Liquidating Trustee.

Subject to the rights of the Oversight Committee as set forth herein and in the Liquidating Trustee Agreement, the responsibilities of the Liquidating Trustee under and this Plan shall include those set forth in the Liquidating Trustee Agreement, including, without limitation, the following: (a) the establishment and maintenance of such operating, reserve and trust account(s) as are necessary and appropriate to wind up the affairs of the Debtor; (b) the appropriate investment of the Cash; (c) the pursuit of objections to, estimations of and settlements of Claims, regardless of whether such Claim is listed in the Debtor's Schedule; (d) the prosecution of any cause of action of the Debtor's Estate not otherwise released under the Plan, including, without limitation, the Litigation Claims and Avoidance Actions; (e) the calculation and distribution of all distributions to be made under this Plan to holders of Allowed Claims; (f) the filing of all required tax returns and operating report and paying of taxes and all other obligations on behalf of the post-Effective Date Estate, if any; (g) the payment of fees pursuant to 28 U.S.C. § 1930 incurred after the Effective Date until the closing of the Chapter 11 Case; and (h) such other responsibilities as may be vested in the Liquidating Trustee pursuant to this Plan, the Liquidating Trustee Agreement, the Confirmation Order, other Bankruptcy Court Orders, or as otherwise may be necessary and proper to carry out the provisions of this Plan, wind up the Debtor's affairs and close this Chapter 11 Case.

G. Powers of the Liquidating Trustee.

Subject to the Liquidating Trustee Agreement and the rights of the Oversight, on and after the Effective Date, the Liquidating Trustee shall have the exclusive right to undertake each of the

following:

- (a) Exercise all power and authority that may be or could have been exercised, commence all proceedings that may be or could have been commenced and take all actions that may be or could have been taken by any officer, director or shareholder of the Debtor with like effect as if authorized, exercised and taken by unanimous action of such officers, directors and shareholders, including, without limitation, amendment of the certificates of incorporation and by-laws of the Debtor and the dissolution of the Debtor;
- (b) Succeeds to all rights of the Debtor and Chapter 11 Trustee to manage and liquidate the Debtor's assets and the assets of the Dvorkin Related Entities;
- (c) Maintain accounts to make distributions to Holders of Allowed Claims and Interest provided for or contemplated by the Plan and take other actions consistent with the Plan and the implementation thereof, including the establishment, re-evaluation, adjustment and maintenance of appropriate reserves, in the name of the Liquidating Trustee;
- (d) Object to any Claims (whether Disputed Claims or otherwise), compromise or settle any Claims prior to objection without supervision or approval of the Bankruptcy Court, free of any restrictions of the Bankruptcy Code, the Bankruptcy Rules, the local rules of the Bankruptcy Court, and the guidelines and requirements of the United States Trustee, other than those restrictions expressly imposed by the Plan, the Confirmation Order or the Liquidating Trustee Agreement;
- (e) Make decisions, without further Bankruptcy Court approval, regarding the retention or engagement of professionals, employees and consultants and to pay the fees and charges incurred by the Liquidating Trustee on or after the Effective Date for fees and expenses of the Liquidating Trustee's professionals, disbursements, expenses or related support services relating to the winding down of the Debtor and implementation of the Plan without application to the Bankruptcy Court;
- (f) Seek, a determination of tax liability under section 505 of the Bankruptcy Code, paying taxes, if any, related to the Debtor or the sale of non-Cash Assets of the Debtor, filing, if necessary, any and all required tax and information returns, making tax elections by and on behalf of the post-Effective Date Estate, and paying taxes, if any, due from the post-Effective Date Estate;
- (g) Invest Cash as deemed appropriate by the Liquidating Trustee, as further set forth in the Liquidating Trustee Agreement;
- (h) Collect any accounts receivable or other claims of the Debtor or the Estate not otherwise disposed of pursuant to the Plan or the Confirmation Order;
- (i) Implement and/or enforce all provisions of this Plan, including entering into any agreement or executing any document required by or consistent with the Plan, the Confirmation Order and the Liquidating Trustee Agreement and perform all of the Debtor's obligations thereunder;
- (j) Abandon in any commercially reasonable manner, including abandonment or donation to a charitable organization of his or her choice, any Assets if the Liquidating Trustee concludes that they are of no benefit to the Estate;
- (k) Prosecute and/or settle Claims, without approval of the Bankruptcy Court, including,

without limitation, Litigation Claims, Avoidance Actions, and other causes of action and exercise, participate in or initiate any proceeding before the Bankruptcy Court or any other court of appropriate jurisdiction and participate as a party or otherwise in any administrative, arbitral or other non-judicial proceeding and pursue to settlement or judgment such actions;

(l) Purchase or create and carry all insurance policies and pay all insurance premiums and costs the Liquidating Trustee deems necessary or advisable;

(m) Maintain any and all insurance policies of the Debtor providing coverage with respect to Claims;

(n) Distribute all Assets of the Estate and proceeds therefrom pursuant to the Plan, the Confirmation Order and the Liquidating Trustee Agreement; and

(o) Administer the winding up of the affairs of the Debtor, including filing a motion to close the Debtor's bankruptcy case.

Further, subject to the Liquidating Trustee Agreement and the rights of the Oversight Committee, the Liquidating Trustee has the authority and power to take all other actions and exercise such other powers that the Liquidating Trustee deems reasonably necessary or desirable with respect to administering the Plan so long as such actions and powers are not inconsistent the Plan, Confirmation Order, the Liquidating Trustee Agreement, other orders of the Bankruptcy Court.

H. Notice Requirement.

Notwithstanding the foregoing, the Liquidating Trustee shall be required to provide ten (10) days' notice to the United States Trustee, the Oversight Committee, and any Person requesting notice pursuant to Section 14.4 of the Plan of the following actions: (a) the retention of professionals by the Liquidating Trustee; (b) the settlement of objections to Claims where the Claim as asserted exceeds \$200,000; (c) the settlement of any Litigation Claim or Avoidance Action, or other litigation where the amount demanded exceeds \$100,000; (d) the sale of any Asset of the Estate, including any asset of any Dvorkin Related Entities, where the sale price or book value exceeds \$50,000; and (e) the abandonment of any Asset of the Estate where the book value exceeds \$25,000.

I. Succeeding to Rights of Privilege/Work Product.

The Liquidating Trustee shall stand in the same position as the Debtor and Chapter 11 Trustee with respect to any claim to an attorney-client privilege, the work product doctrine, or any other privilege against production, and the Liquidating Trustee shall succeed to all of the Debtor's and Chapter 11 Trustee's rights to preserve, assert or waive any such privilege.

J. Unclaimed Property.

The Liquidating Trustee shall establish the Unclaimed Property Reserve for all Unclaimed Property. Such Unclaimed Property shall be held in a reserve, for a period of ninety

(90) days, for the holders of Allowed Claims entitled thereto under the terms of this Plan and Confirmation Order. Once the distribution to Creditors under this Plan becomes Unclaimed Property, the Liquidating Trustee shall, subject to the limitations set forth herein, (a) hold such Unclaimed Property in the Unclaimed Property Reserve solely for the benefit of such Holder or Holders which have failed to claim such Unclaimed Property; and (b) release the Unclaimed Property from the Unclaimed Property Reserve and deliver to the Holder entitled thereto upon presentation of proper proof by such Holder of its entitlement thereto. After the expiration of ninety (90) days, the Holders of Allowed Claims theretofore entitled to such Unclaimed Property shall cease to be entitled thereto and shall be entitled to no further distribution under this Plan, and such Claims to the Unclaimed Property shall be deemed disallowed and expunged in their entirety and the funds shall be redistributed to the other Holders of Allowed Claims in accordance with the terms of this Plan, the Confirmation Order and the Liquidating Trustee Agreement. Such funds shall not be subject to the escheat laws of any state, and in the event that any Holder of an Allowed Claims does not timely assert its entitlement to such distribution, such funds shall revert to the Estate.

K. Compensation of the Liquidating Trustee.

The Liquidating Trustee shall be compensated as set forth in the Liquidating Trustee Agreement. Any professionals retained by the Liquidating Trustee shall be entitled to reasonable compensation for services rendered and reimbursement of expenses incurred, subject to approval by the Liquidating Trustee. The payment of fees and expenses of the Liquidating Trustee and its professionals shall be made in the ordinary course of business and shall not be subject to Bankruptcy Court approval, however such .

L. Sale Free and Clear of Liens.

The sale or other disposition of any Estate assets or assets of the Dvorkin Related Entities by the Liquidating Trustee in accordance with this Plan and the Liquidating Trustee Agreement shall be free and clear of any and all liens, claims, interests and encumbrances pursuant to section 363(f) of the Bankruptcy Code, after notice and an opportunity for hearing, subject to notice pursuant to Section 14.4 of the Plan.

M. Transfer Taxes.

Any transfer of all or any portion of the Estate assets or assets of the Dvorkin Related Entities pursuant to this Plan, including, without limitation, the transfer of Assets of the Estate or of the Dvorkin Related Parties shall constitute a “transfer under a plan” within the purview of section 1146(c) of the Bankruptcy Code and shall not be subject to any stamp tax or similar tax.

N. Litigation Claims and Avoidance Actions.

The Liquidating Trustee shall have the sole right to pursue any Litigation Claims and Avoidance Actions, except those previously waived or released by the Debtor pursuant to any Final Order of the Bankruptcy Court, by informal demand and/or by the commencement of

litigation. The Liquidating Trustee shall succeed as plaintiff or defendant in any adversary proceeding commenced by or against the Debtor that is pending on the Confirmation Date.

O. Records.

On or prior to the Effective Date, the Chapter 11 Trustee shall transfer to the Liquidating Trustee all originals and/or copies of available documents and business records of the Debtor, to the extent they exist and are in the Chapter 11 Trustee's actual or constructive possession. The Liquidating Trustee shall maintain such records until the earlier of: (a) the entry of a Final Decree; or (b) five years from the filing of the Debtor's final tax returns. Thereafter, said records may be destroyed or otherwise disposed of by the Liquidating Trustee in accordance with applicable law. If the Liquidating Trustee seeks to destroy or otherwise dispose of any records of the Debtor's estate prior to the time periods set forth herein, such Liquidating Trustee shall be entitled to do so upon Order of the Bankruptcy Court obtained on motion on 20 days' notice upon any person requesting notice pursuant to Section 14.4 of the Plan.

P. Resignation of Officers and Directors.

On the Effective Date, the members of the board of directors and executive officers of the Debtor shall be deemed to have resigned.

Q. Oversight Committee.

As more fully set forth in the Liquidating Trustee Agreement, on the Effective Date, the Oversight Committee shall be appointed.

a. Constitution of Oversight Committee. On the Effective Date, the Oversight Committee shall be constituted of three persons, two (2) of which shall be designated by ASM Capital, and the third shall be Francine Dvorkin or her designee. Upon the receipt of payment of all Class 4 General Unsecured Claims, the designees of ASM Capital shall be deemed to have resigned, and Francine Dvorkin or her designee shall be the sole member of the Oversight Committee. ASM Capital or Francine Dvorkin may change their designee at any time without notice.

b. Service Upon the Oversight Committee. Consistent with the Liquidating Trustee Agreement, the Liquidating Trustee shall provide copies of all pleadings to all members of the Oversight Committee no less than three (3) days prior to filing such pleading with the Bankruptcy Court, unless either (i) the Oversight Committee waives such requirement or (ii) the timing for action reasonably necessitates the filing of an pleading without providing the Oversight Committee with three days' notice. All notice may be provided by the Liquidating Trustee to the members of the Oversight Committee by electronic mail.

c. Duties of the Oversight Committee. Consistent with the Liquidating Trustee Agreement, the Oversight Committee shall review and evaluate the actions of the Liquidating Trustee, and in the event that the majority of the

members of the Oversight Committee disagree with any action (or inaction) by the Liquidating Trustee, they have the right to veto any decision by the Liquidating Trustee. Any veto by members of the Oversight Committee shall not be subject to review by any court, including the Bankruptcy Court. Every member of the Oversight Committee shall have standing to object to any action taken by the Liquidating Trustee or any matter in the Chapter 11 Case before the Bankruptcy Court.

d. Responsibilities of the Oversight Committee. Consistent with the Liquidating Trustee Agreement, the responsibilities of the members of the Oversight Committee shall be limited to exercising their business judgment in overseeing the Liquidating Trustee. The Oversight Committee shall have no fiduciary duties to the Estate or Liquidating Trust, and shall no liability in connection with its duties herein, except for willful misconduct or gross negligence, and, in all respects, the Oversight Committee shall be entitled to rely upon the information provided by the Liquidating Trustee.

e. Status Reports and Meetings. At least once every six months, the Liquidating Trustee shall provide Oversight Committee with a status report detailing the following: (i) all Cash held by the Estate, (ii) all Cash held in escrow for Administrative Claims Reserve, Priority Claims Reserve, and General Unsecured Claims Reserve; (iii) all sales of Estate assets and assets of the Dvorkin Related Entities conducted since the Effective Date and since the last status report; (iv) all remaining amounts to be paid on account of Allowed Claims; (v) all costs for administering the estate; and (vi) any other matters materially affecting distribution on account of Allowed General Unsecured Claims and Interests.

At any time after the Appointment of the Liquidating Trustee, any member of the Oversight Committee can call a meeting of the Oversight Committee to address any questions or issues with respect to the administration of the Estate. Such requests for a meeting shall be in writing and sent to the Liquidating Trustee and all other members of the Oversight Committee. The meeting shall be held telephonically and shall be no less than seven (7) days after the written request for a meeting, unless the Liquidating Trustee and all Oversight Committee agree to convene sooner. No minutes need be maintained at the meeting.

f. Payment to the Liquidating Trustee and His Professionals. Consistent with the Liquidating Trustee Agreement, the Liquidating Trustee and his or her professionals shall be entitled to payment on a monthly basis on account of their reasonable, necessary fees and expenses for services rendered and expenses incurred after the Effective Date. The Liquidating Trustee and his or her professionals do not need to file an application with the Bankruptcy Court; copies of all invoices by the Trustee and his or her professionals shall be remitted to the members of the Oversight Committee. In the event that any member of the Oversight Committee contests whether the fees and expenses of the Trustee or his Professionals are not reasonable or necessary, the Bankruptcy Court shall retain jurisdiction to determine whether fees or expenses should be allowed.

g. Removal of the Liquidating Trustee. Consistent with the Liquidating Trustee Agreement, at any time, a majority of the members of Oversight Committee may elect to terminate the Liquidating Trustee for any reason. Such termination shall not require a meeting between the Liquidating Trustee and the Oversight Committee. Such termination shall be in writing and served upon the Liquidating Trustee and the Liquidating Trustee's counsel, if any. Unless stated otherwise in writing, such termination shall be immediate and shall be without recourse. The Liquidating Trustee and his or her professionals shall be entitled for all fees earned and expenses incurred prior to his or her termination.

h. Successor Liquidating Trustee. Consistent with the Liquidating Trustee Agreement, in the event that the Liquidating Trustee is terminated for any reason other than the conclusion of the Chapter 11 Case after the distribution of all property in the Estate accordance with the terms of the Plan and Confirmation Order, the Majority of the Oversight Committee shall select a successor Liquidating Trustee. The Successor Liquidating Trustee shall succeed to all rights and obligations of the Liquidating Trustee under the Liquidating Trustee Agreement.

R. Termination of Liquidating Trustee.

From his or her appointment on the Effective Date, the Liquidating Trust shall continue to serve until death, resignation, termination by the Oversight Committee, or the distribution of all property in accordance with the terms of the Plan and Confirmation Order and the entry of a final decree by the Bankruptcy Court closing this Chapter 11 Case. In the event that of death, resignation, or termination by the Oversight Committee, the Oversight Committee shall appoint a successor Liquidating Trustee in accordance with the terms of the Liquidating Trustee Agreement and as set forth herein.

S. Bar Date for Administrative Expenses and Professional Professional Fee Claims and Substantial Contribution Claims.

As more fully set forth in the Plan, any person asserting an Administrative Expense shall file with the Bankruptcy Court no later than thirty (30) days after the Effective Date, a request for allowance of an administrative expense, and serve a copy of the request for allowance of an administrative expense upon counsel for the Liquidating Trustee and the Office of the United States Trustee. **Any administrative claim that is not timely filed shall be denied and barred as untimely.**

As more fully set forth in the Plan, all applications for the request for the final allowance of Professional Fee Claims shall be filed with the Bankruptcy Court and served upon former counsel to the Debtor, the Chapter 11 Trustee, counsel to the Chapter 11 Trustee, the U.S. Trustee, and counsel to the Liquidating Trustee, and all parties having requesting notice pursuant to Section 14.4 of the Plan on or before the date which is no later than the first business day thirty (30) days after the Effective Date (the "Professional Fee Claim Bar Date"). Further, any party asserting a claim for substantial contribution pursuant to Section 503(b)(3) shall file a motion seeking allowance of a claim for substantial contribution with the Bankruptcy Court on

or before the Professional Fee Claim Bar Date and serve the motion upon the Professional Fee Service List. A hearing (the “Final Fee Hearing”) to consider the final allowance of all Professional Fee Claims and all Substantial Contribution Claims will be held as soon as practicable after the Professional Fee Claim Bar Date. The Liquidating Trustee shall file a notice of the Final Fee Hearing with the Court and serve a copy of the notice upon the Professional Fee Service List, which shall also include all parties that filed an application for a Professional Fee Claim or Substantial Contribution Claims.

T. Retention of Jurisdiction

Notwithstanding Confirmation of the Plan or occurrence of the Effective Date, the Bankruptcy Court shall retain such jurisdiction as is legally permissible, including, without limitation, for the following purposes:

- (a) To determine the allowability, classification or priority of Claims upon objection by the Debtor, the Liquidating Trustee or any other party in interest entitled to file an objection, and the validity, extent, priority and nonavoidability of consensual and nonconsensual Liens and other encumbrances;
- (b) To issue injunctions or take such other actions or make such other Orders as may be necessary or appropriate to restrain interference with the Plan or its execution or implementation by any Person, to construe and to take any other action to enforce and execute the Plan, the Confirmation Order or any other Order of the Bankruptcy Court, to issue such Orders as may be necessary for the implementation, execution, performance and consummation of the Plan and all matters referred to herein;
- (c) To protect the property of the Debtor and the Liquidating Trustee, including the Litigation Claims and the Avoidance Actions, from claims against, or interference with, such property, including actions to quiet or otherwise clear title to such property or to resolve any dispute concerning Liens, security interests or encumbrances on any property of the Debtor or the Liquidating Trustee;
- (d) To determine any and all applications for allowance of Professional Fee Claims;
- (e) To determine any Priority Employee Benefit Claims, Priority Tax Claims, Priority Wage Claims, Administrative Claims or any other request for payment of Claims or expenses entitled to priority under section 507(a) of the Bankruptcy Code;
- (f) To resolve any dispute arising under or related to the implementation, execution, consummation or interpretation of the Plan, the Confirmation Order, the Liquidating Trustee Agreement and the making of distributions hereunder;
- (g) To determine any and all motions related to the rejection, assumption or assignment of Executory Contracts;
- (h) To determine all applications, motions, adversary proceedings, contested matters, actions, and any other litigated matters instituted in and prior to the closing of the Chapter II Case, including any remands;

- (i) To modify the Plan under section 1127 of the Bankruptcy Code, remedy any defect, cure any omission, or reconcile any inconsistency in the Plan or the Confirmation Order so as to carry out its intent and purposes;
- (j) To issue such Orders in aid of consummation of the Plan and the Confirmation Order notwithstanding any otherwise applicable non-bankruptcy law, with respect to any Person, to the full extent authorized by the Bankruptcy Code;
- (k) To enable the Debtor or the Liquidating Trustee to prosecute any and all proceedings to set aside Liens or encumbrances to prosecute and/or settle any and all Litigation Claims, Avoidance Actions and preference claims and to recover any transfers, assets, properties or damages to which the Debtor may be entitled under applicable provisions of the Bankruptcy Code or any other federal, state or local laws except as may be waived pursuant to the Plan;
- (l) To determine any state, local and federal tax liability pursuant to sections 346,505 and 1146 of the Bankruptcy Code;
- (m) To enter and implement such Orders as may be appropriate in the event the Confirmation Order is for any reason stayed, revoked, modified or vacated;
- (n) To resolve any disputes concerning whether a Person had sufficient notice of the Chapter 11 Case, the Bar Date Order, the Administrative Bar Date Order, the Administrative Bar Date, the hearing to consider approval of the Disclosure Statement or the Confirmation Hearing or for any other purpose;
- (p) To resolve any dispute or matter arising under or in connection with any Order of the Bankruptcy Court entered in the Chapter 11 Case;
- (q) To authorize sales of Assets as necessary or desirable and resolve objections, if any, to such sales;
- (r) To hear and resolve the Litigation Claims and Avoidance Actions;
- (s) To resolve any disputes concerning any release of a non-debtor hereunder or the injunction against acts, employment of process or actions against such non-debtor arising hereunder;
- (t) To approve any distributions, or objections thereto, under the Plan;
- (u) To approve any Claims settlement entered into or offset exercised by the Debtor or the Liquidating Trustee;
- (v) To oversee any dispute concerning improper or excessive draws under letters of credit issued for the account of the Debtor; and
- (w) To enter a final decree closing the Chapter 11 Case; and
- (y) To hear and determine any other matters related hereto and not inconsistent with the Bankruptcy Code.

VI. EXECUTORY CONTRACTS AND UNEXPIRED LEASES

A. Executory Contracts and Unexpired Leases.

Except as otherwise provided in the Plan or the Confirmation Order, upon the Effective Date, all Executory Contracts which have not otherwise been rejected by the Debtor or Chapter 11 Trustee prior to the date on which the Plan is confirmed are hereby rejected under this Plan as of the date on which the Plan is confirmed, except: (a) any Executory Contract that is the subject of a separate motion to assume or assume and assign filed pursuant to section 365 of the Bankruptcy Code by the Debtor before the entry of the Confirmation Order, provided, however, that upon denial or withdrawal of any such motion, such Executory Contract shall automatically be rejected as if rejected hereunder as of the date on which the Plan is confirmed; (b) all Executory Contracts assumed under this Plan, if any, or by order of the Bankruptcy Court entered before the date on which the Plan is confirmed and not subsequently rejected pursuant to an order of the Bankruptcy Court; and (c) any agreement, obligation, security interest, transaction or similar undertaking that the Liquidating Trustee believes is not an Executory Contract that is later determined by the Bankruptcy Court to be an Executory Contract that is subject to assumption or rejection under section 365 of the Bankruptcy Code, which agreements shall be subject to assumption or rejection within 30 days of any such determination. Any order entered after the date on which the Plan is confirmed by the Bankruptcy Court, after notice and hearing, authorizing the rejection of an Executory Contract shall cause such rejection to be a pre-petition breach under sections 365(g) and 502(g) of the Bankruptcy Code, as if such relief were granted and such order were entered prior to the Confirmation Date.

B. Rejection Damage Claims.

Persons who are parties to Executory Contracts that are rejected pursuant to this Plan and who claim damages by reason of such rejection shall become Class 4 - General Unsecured Creditors and shall be treated in the same manner as other Class 4 - General Unsecured Creditors. ALL SUCH REJECTION DAMAGE CLAIMS SHALL BE FILED ON OR BEFORE THE EARLIER OF THIRTY (30) DAYS AFTER (A) THE EFFECTIVE DATE OR (B) THE ENTRY OF A FINAL ORDER REJECTING SUCH EXECUTORY CONTRACT, OR SHALL BE FOREVER BARRED.

C. Objections to Rejection Damage Claims.

Objections to Rejection Damage Claims shall be filed by the Liquidating Trustee with the Bankruptcy Court prior to the later of (i) the Claims Objection Deadline or (ii) ninety (90) days after the filing of a claim for rejection damages. All objections to Rejection Damage Claims shall be served upon the holder of the Claim to which such objection is made.

D. Indemnification Obligations.

Except as otherwise provided in the Plan, the Confirmation Order or in any contract, instrument, release, or other agreement or document entered into in connection with the Plan, any and all indemnification obligations that the Debtor has pursuant to a contract, instrument,

agreement, certificate of incorporation, by-law, comparable organizational document or other document or applicable law, to the extent executory, shall be rejected as of the Effective Date.

E. Insurance Policies.

Notwithstanding anything to the contrary in the Plan, any insurance policy in effect as of the date of the Confirmation Hearing that provides insurance coverage to the Debtor or its officers, directors and employees, including the Chapter 11 Trustee shall remain in effect through its expiration in accordance with the terms and conditions of such policy. To the extent that any such policies are deemed to be an Executory Contract, then the Plan shall be deemed a motion to assume such policy with a cure amount of \$0.00 and the Confirmation of the Plan shall be deemed Bankruptcy Court approval of such assumption and a finding of a cure amount of \$0.00 with respect thereto.

F. Bond or Surety.

As soon after the Effective Date as practicable, and subject to the Liquidating Trustee Agreement, the Liquidating Trustee shall obtain a bond or other insurance, the cost of which shall be paid from the Estate Assets, for the Liquidating Trustee, the members of the Oversight Committee, or any employees, agents, representatives, or independent contractors employed by the Liquidating Trustee, including, without limitation, any tail coverage or other similar coverage.

VII. FUNDING AND DISBURSEMENTS

A. Distribution on Account of Allowed Claims.

Except as otherwise provided in the Plan, the Confirmation Order, the Liquidating Trustee Agreement or as otherwise ordered by the Bankruptcy Court, distributions on account of Allowed Claims shall be made on the Initial Distribution Date, or as soon as practicable thereafter, or if Allowed after the Effective Date, on the next Distribution Date. Any payment or distribution required to be made under the Plan shall be made on the next succeeding Business Day. The Liquidating Trustee shall not be obligated to make a distribution that would impair the ability of the Liquidating Trustee to pay the expenses incurred by the Liquidating Trustee.

B. No Disbursing Agent.

The Liquidating Trustee, pursuant to the Liquidating Trustee Agreement, shall make all distributions under the Plan on account of Allowed Claims against the Debtor. On the Effective Date, or as soon thereafter as practicable, the Liquidating Trustee, pursuant to the Liquidating Trustee Agreement, shall make distributions on account of Allowed Administrative Claims, Allowed Priority Claims, and Allowed Convenience Claims directly to the holders of such Claims. All other distributions or payments under the Plan shall be made by the Liquidating Trustee pursuant to the terms of the Plan, the Confirmation Order, and the Liquidating Trustee Agreement.

C. Sources of Cash for Plan Distributions.

Except as otherwise provided in the Plan or the Confirmation Order, all Cash necessary for the Liquidating Trustee to make payments pursuant to the Plan to holders of Allowed Claims against the Debtor shall be obtained from (a) Cash balances of the Estate or (b) Cash proceeds from the liquidation of the remaining non-Cash Liquidating Trustee Assets, including, without limitation, any Litigation Claims, Avoidance Actions, or tax refunds.

D. Fractional Dollars: De Minimis Distributions.

Notwithstanding any other provision of the Plan, the Liquidating Trustee shall not be required to make distributions or payments of fractions of dollars, and whenever any payment of a fraction of a dollar under the Plan would otherwise be called for, the actual payment made shall reflect a rounding down of such fraction to the nearest whole dollar. In addition, the Liquidating Trustee shall not be required to make any distribution in an amount less than \$10.00. To the extent that such a distribution shall be called for as part of any interim distribution, the Liquidating Trustee shall establish a reserve for all distributions in the amount of less than \$10.00 and shall, when and if the holder of a Claim is entitled to a distribution of \$10.00 or more, make such a distribution at such time. The Liquidating Trustee shall not be required to make any Final Distribution of less than \$10.00, and all monies otherwise payable in such amount shall be paid to the other holders of Allowed Claims, in accordance with the terms of the Plan, the Confirmation Order and Liquidating Trustee Agreement.

E. Delivery of Distributions to Holders of Allowed Claims.

Distributions to Holders of Allowed Claims shall be made at the address set forth in the Schedules unless such addresses are superseded by proofs of claim or transfers of claim filed pursuant to Bankruptcy Rule 3001 or at the last known address of such holders if the Liquidating Trustee has been notified in writing of a change of address. If the distribution to any holder of an Allowed Claim is returned to the Liquidating Trustee as undeliverable or otherwise unclaimed, such Unclaimed Property shall be held in a reserve as set forth in the Plan.

F. Reserves - Payment of Disputed Claims.

The Reserved Funds, including the Administrative Claim Reserve and the Disputed Claim Reserve, shall be segregated and held by the Liquidating Trustee on and after the Effective Date for, among other things, the payment of the portion of the Allowed Administrative Claims and Allowed Professional Fee Claims for which allowance by the Bankruptcy Court is pending or which are Disputed Claims. If an Administrative Claim or Professional Fee Claim for which allowance is pending becomes an Allowed Claim, such Claim shall be paid by the Liquidating Trustee from the Reserved Funds within ten (10) days after, and to the extent that, any such pending Administrative Claim becomes an Allowed Claim. If a portion of an Administrative Claim is a Disputed Claim, the disputed portion of such Administrative Claim shall be paid in full in the same manner as provided in this Article 8 with respect to Allowed Administrative Claims within ten (10) days after, and to the extent that, such Disputed Claim becomes an

Allowed Administrative Claim.

G. Cash Payments.

Cash payments made pursuant to the Plan shall be in U.S. funds. Unless otherwise agreed to by the payor and payee, distributions under the Plan shall be made by check or such other commercially reasonable manner as the Liquidating Trustee shall determine in its sole discretion in accordance with applicable law.

VIII. EFFECT OF PLAN CONFIRMATION

A. Binding Effect.

Except as expressly stated in the Plan, the terms and conditions of the Plan shall be binding upon and inure to the benefit of the Debtor, all present and former holders of Claims and Interests, and their respective successors and assigns. Unless otherwise provided in the Plan or the Confirmation Order, all injunctions and stays provided for in the Chapter 11 Case pursuant to sections 105 and 362 of the Bankruptcy Code or otherwise in effect on the Confirmation Date, will remain in full force and effect until the Effective Date. From and after the Effective Date, all Persons are permanently enjoined from, and restrained against, commencing or continuing in any court any suit, action or other proceeding, or otherwise asserting any claim or interest, seeking to hold (i) the Liquidating Trustee or the Debtor's Estate, or (ii) the property of the Debtor or its Estate, liable for any Claim, obligation, right, interest, debt or liability that has been released pursuant to the Plan.

B. Injunction Related to Rights of Action and Claims, Administrative Expenses and Interests.

Except as provided in the Plan or in the Confirmation Order, as of the Confirmation Date, all Entities that have held, currently hold or may hold a Claim, Administrative Expense, Interest or other debt or liability against or in the Debtor are permanently enjoined from taking any of the following actions against property of the Debtor or its Estate or the Liquidating Trustee on account of all or such portion of any such Claims, Administrative Expenses, Interests, debts or liabilities: (a) commencing or continuing, in any manner or in any place, any action or other proceeding; (b) enforcing, attaching, collecting or recovering in any manner any judgment, award, decree or order, (c) creating, perfecting or enforcing any lien or encumbrance; and (d) commencing or continuing, in any manner or in any place, any action that does not comply with or is inconsistent with the provisions of the Plan.

C. Exculpation and Limitation of Liability.

Except as otherwise set forth in the Plan or in the Confirmation Order, none of the Exculpated Persons shall have or incur any liability to any holder of a Claim or Interest for any act or omission in connection with, related to, or arising out of, the Chapter 11 case, the pursuit of confirmation of the Plan, the Consummation of the Plan or the administration of the Plan or the property to be distributed under the Plan and the Liquidating Trustee Agreement, except for willful misconduct or gross

negligence, and, in all respects, the Debtor, the Chapter 11 Trustee, the Liquidating Trustee, and the Exculpated Persons shall be entitled to rely upon the advice of Counsel with respect to their duties and responsibilities under the Plan.

D. Injunction Related to Exculpation.

Except as otherwise set forth in the Plan or in the Confirmation Order, all Persons that have held, hold or may hold any claims against the any Exculpated Persons exculpated pursuant to Section 13.2 of the Plan are (a) permanently enjoined from taking any of the following actions, except in the Bankruptcy Court, against the Debtor's Estate, or any of their property on account of any such Claims or Interests and (b) preliminarily enjoined from taking any of the following actions, except in the Bankruptcy Court, against the Debtor, or the Liquidating Trustee, or their property on account of such Claims or Interests: (i) commencing or continuing, in any manlier or in any place, any action or other proceeding; (ii) enforcing, attaching, collecting or recovering ill any manner any judgment, award, decree or order; (iii) creating, perfecting or enforcing any lien or encumbrance; (iv) asserting a setoff, right of subrogation or recoupment of any kind against any debt, liability or obligation due to the Debtor; and (c) commencing or continuing, in any manner or in any place, any action that does not comply with or is ill consistent with the provisions of the Plan through the entry of a final decree in this Chapter 11 Case; provided, however, that nothing contained herein shall preclude such persons from exercising their rights pursuant to and consistent with the terms of the Plan; provided, further, however, except as expressly provided for in this Plan, the Plan does not release or otherwise affect any pre- or post- Effective Date Claim that any person may have against any non-Debtor party and shall not effect a discharge of the Debtor under section 1141(d) of the Bankruptcy Code.

E. Survival of Indemnification Obligations.

Except as otherwise set forth in the Plan or in the Confirmation Order, the obligations of the Debtor or the Debtor's Estate to indemnify any past and present directors, officers, agents, employees and representatives, pursuant to certificates or articles of incorporation, by-laws, contracts and/or applicable statutes, in respect of all actions, suits and proceedings against any of such officers, directors, agents, employees, and representatives, shall not be discharged or impaired by, and shall survive, confirmation or consummation of this Plan. To the extent not already obtained, Liquidating Trustee shall purchase and maintain a tail policy for the director and officer insurance providing coverage for Debtor's directors and officers, including the Chapter 11 Trustee for a period of six (6) years after the Effective Date insuring such parties in respect of any claims, demands, suits, causes of action, or proceedings against such directors and officers based upon any act or omission related to such directors' and officers' service with, for, or on behalf of the Debtor in at least the amount and scope as currently maintained by the Debtor.

F. Satisfaction of Claims and Termination of Interests.

Except as otherwise set forth in the Plan or in the Confirmation Order, all consideration distributed under this Plan shall be in exchange for, and in complete satisfaction, settlement, and release of, all Claims and Interests of any nature whatsoever against the Debtor or its Estate, assets, properties or interest in property, and regardless of whether any property shall have been distributed or retained pursuant to this Plan on account of such Claims and Interests.

IX. RISK FACTORS

There is a risk under the Plan that Allowed Administrative Expenses and Priority Claims will materially exceed the Debtor's estimates. The process of reconciling all such Claims has not been completed and outstanding disputes remain that will need to be litigated or otherwise resolved. Accordingly, even if the Plan is confirmed by the Bankruptcy Court, there can be no assurance that the Plan will be consummated. Further, there is a risk that the Plan may not be confirmed by the Bankruptcy Court, either because the requisite votes in favor of the Plan are not received or the Bankruptcy Court decides not to confirm the Plan on some other basis.

Further, ASM Capital makes no guarantees that as to the value of the Debtor's assets. Notwithstanding the risks, however, the Debtor believes that the same risks described herein are present in and greater to Creditors and Interest Holders in a chapter 7 case. Although ASM Capital believes that the Plan will satisfy all requirements necessary for confirmation by the Bankruptcy Court, there can be no assurance that the Bankruptcy Court will reach the same conclusion. Finally, there can be no assurance that modifications to the Plan will not be required for confirmation or that such modifications would not necessitate the resolicitation of votes.

X. FEDERAL INCOME TAX CONSEQUENCES OF THE PLAN.

THE FOLLOWING DISCUSSION SUMMARIZES CERTAIN FEDERAL INCOME TAX CONSEQUENCES OF THE IMPLEMENTATION OF THE PLAN.

THE FOLLOWING SUMMARY IS BASED ON THE INTERNAL REVENUE CODE OF 1986, AS AMENDED (THE "INTERNAL REVENUE CODE"), TREASURY REGULATIONS PROMULGATED AND PROPOSED THEREUNDER, JUDICIAL DECISIONS, AND PUBLISHED ADMINISTRATIVE RULES AND PRONOUNCEMENTS OF THE INTERNAL REVENUE SERVICE ("IRS") IN EFFECT ON THE DATE HEREOF. CHANGES IN, OR NEW INTERPRETATIONS OF, SUCH AUTHORITIES MAY HAVE RETROACTIVE EFFECT AND COULD SIGNIFICANTLY AFFECT THE FEDERAL INCOME TAX CONSEQUENCES DESCRIBED BELOW.

THE DEBTOR HAS NOT REQUESTED A RULING FROM THE IRS OR AN OPINION OF COUNSEL WITH RESPECT TO ANY OF THE TAX ASPECTS OF THE PLAN. THUS, NO ASSURANCE CAN BE GIVEN AS TO THE INTERPRETATION THAT THE IRS WILL ADOPT AND WHETHER THE IRS WILL CHALLENGE ONE OR MORE OF THE TAX CONSEQUENCES OF THE PLAN DESCRIBED ABOVE. IN ADDITION, THIS SUMMARY DOES NOT ADDRESS FOREIGN, STATE, OR LOCAL TAX CONSEQUENCES OF THE PLAN, AND IT DOES NOT PURPORT TO ADDRESS THE FEDERAL INCOME TAX

CONSEQUENCES OF THE PLAN TO SPECIAL CLASSES OF TAXPAYERS (INCLUDING, BUT NOT LIMITED TO, FOREIGN TAXPAYERS, BROKER-DEALERS, BANKS, MUTUAL FUNDS, INSURANCE COMPANIES, FINANCIAL INSTITUTIONS, SMALL BUSINESS INVESTMENT COMPANIES, REGULATED INVESTMENT COMPANIES, TAX-EXEMPT ORGANIZATIONS, AND INVESTORS IN PASS-THROUGH ENTITIES). MOREOVER, THIS SUMMARY DOES NOT PURPORT TO COVER ALL ASPECTS OF FEDERAL INCOME TAXATION THAT MAY APPLY TO HOLDERS OF CLAIMS OR INTERESTS.

ACCORDINGLY, THE FOLLOWING SUMMARY OF CERTAIN FEDERAL INCOME TAX CONSEQUENCES IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT A SUBSTITUTE FOR CAREFUL TAX PLANNING AND ADVICE BASED UPON THE INDIVIDUAL CIRCUMSTANCES OF A HOLDER OF A CLAIM OR EQUITY INTEREST. EACH HOLDER OF A CLAIM OR INTEREST IS URGED TO CONSULT ITS OWN TAX ADVISOR FOR THE FEDERAL, STATE, LOCAL AND OTHER TAX CONSEQUENCES APPLICABLE UNDER THE PLAN.

A. Regular Federal Income Tax.

Federal income taxes, like many other taxes, are priority claims. Accordingly, such claims must be satisfied before most other claims may be paid. With the possible exception of the alternative minimum tax, the Debtor does not believe that any federal income taxes will be incurred with respect to taxable years ending after the Petition Date because the Debtor has not had positive taxable income for this period.

B. Federal Income Tax Consequences to Holders of Claims and Interests.

1. Holders of Claims and Interests should generally recognize gain (or loss) to the extent the amount realized under the Plan in respect of their Claims or Interests exceeds (or is exceeded) by their respective tax bases in their Claims or Interests, as applicable. The amount realized for this purpose will generally equal the sum of the amount of cash and the fair market value of any property received under the Plan with respect to their respective Claims or Interests, as applicable. The holders of Allowed Class 4 — General Unsecured Claims are expected to receive a full distribution, plus interest, with respect to their Allowed Claims it is expected that Holders of Class 5 — Equity Interests will receive some distribution under the Plan after all Claims are paid in full. Whether a Holder of a Claim or an Interest will recognize loss, a deduction for worthless securities or any other tax treatment will depend upon the facts and circumstances specific to the nature of the holder and its Claim or Interest. Accordingly all holders Holder of Claims and Interests should consult their own tax advisors.

2. The tax treatment of holders of Claims or Interests and the character and amount of income, gain or loss recognized as a consequence of the Plan and the distributions provide for by the Plan will depend upon, among other things, (a) the manner in which a holder acquired a Claim or Interest; (b) the length of time a Claim or Interest has been held; (c) whether the Claim was acquired at a discount; (d) whether the holder has taken a bad debt deduction with respect to a Claim in the current or any prior year; (e) whether the holder has previously included accrued but unpaid interest with respect to a Claim; (f) the method of tax accounting of a holder; and (g)

whether a Claim is an installment obligation for federal income tax purposes. Therefore, holders of Claims or Interests should consult their own tax advisor for information that may be relevant to their particular situation and circumstances and the particular tax consequences to such holders as a result thereof.

3. The extent to which the consideration received under the Plan by a holder of Claims will be attributable to accrued interest on the debts constituting the Claims is unclear. Treasury Regulations generally treat a payment under a debt instrument as a payment of accrued and unpaid interest, determined under the Treasury Regulations, and then as a payment of principal. If, however, an allocation between payment of interest and repayment of principal is reflected in the plan of reorganization, the Report of the House Ways and Means Committee on the Bankruptcy Tax Act of 1980 in discussing bankruptcy reorganizations under section 368 of the Internal Revenue Code indicates that both the debtor and creditor must utilize such allocation for federal tax purposes. However, the IRS could take the view that consideration received pursuant to a plan of reorganization must be allocated proportionately between the portion of a claim representing principal and the portion of the claim representing interest.

C. Information Reporting and Backup Withholding.

Certain payments, including the payments of Claims pursuant to the Plan, are generally subject to information reporting by the payor (the Debtor) to the IRS. Moreover, because such reportable payments are subject to backup withholding rules, a holder of a Claim may be subject to withholding of certain portion of the amounts to be distributed under to the Plan, unless the holder: (a) comes within certain exempt categories (which generally include corporations) and, when required, demonstrates this fact or (b) provides a correct taxpayer identification number and certifies under penalty of perjury that the taxpayer identification number is correct and that the taxpayer is not subject to backup withholding because of a failure to report all dividend and interest income. Backup withholding is not an additional tax. Any amounts withheld from a payment under the backup withholding rules will be allowed as a credit against such holder's federal income tax liability and may entitle such holder to a refund, provided that the required information is timely furnished to the IRS.

D. Importance of Obtaining Professional Tax Assistance.

THE FOREGOING DISCUSSION IS INTENDED ONLY AS A SUMMARY OF CERTAIN FEDERAL INCOME TAX CONSEQUENCES OF THE PLAN AND IS NOT A SUBSTITUTE FOR CAREFUL TAX PLANNING WITH A TAX PROFESSIONAL. THE ABOVE DISCUSSION IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT TAX ADVICE. THE TAX CONSEQUENCES ARE IN MANY CASES UNCERTAIN AND MAY VARY DEPENDING UPON A HOLDER'S INDIVIDUAL INCOME AND OTHER TAX CONSEQUENCES OF THE PLAN.

XI ALTERNATIVES TO PLAN AND MISCELLANEOUS MATTERS

ASM Capital believes that if the Plan is not confirmed, or is not confirmable, the alternatives to the Plan include: (a) conversion of the Chapter 11 Case to chapter 7; (b) dismissal

of the Debtor's case; or (c) an alternative plan of reorganization or liquidation which, in ASM Capital's view, would offer less favorable treatment to creditors than that proposed under the Plan.

A. Liquidation Under Chapter 7

If no plan can be confirmed, the Debtor's Chapter 11 Case may be converted to a case under chapter 7 of the Bankruptcy Code, pursuant to which a trustee would be appointed to liquidate the Debtor's assets for distribution to Creditors in accordance with the priorities established by the Bankruptcy Code. For the reasons previously discussed above, ASM Capital believes that Confirmation of the Plan will provide Creditors with a recovery that is expected to be substantially more than could be achieved in a liquidation under chapter 7 of the Bankruptcy Code.

B. Dismissal

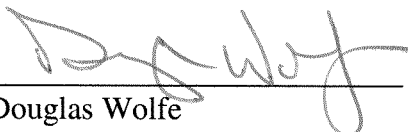
Dismissal of the Chapter 11 Case would result in each individual creditor having to protect its own rights through legal action, likely resulting in, among other things, numerous suits and other proceedings being commenced and actions being taken by secured creditors to protect or foreclose upon their collateral, requiring the Debtor to expend substantial time and resources to respond to and address such matters. ASM Capital believes that dismissal of the Chapter 11 Case would result in disparate, delayed and potentially smaller recoveries by creditors.

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XII. CONCLUSION

It is important that you exercise your right to vote on the Plan. It is ASM Capital's belief and recommendation that the Plan fairly and equitably provides for the treatment of all Claims against and Interests in the Debtor through the prompt marshalling and disposition of estate assets for the benefit of Claim and Interest Holders, while maximizing the value of the estate by minimizing the costs of administration.

ASM CAPITAL RECOMMENDS THAT YOU VOTE IN FAVOR OF THE PLAN



Douglas Wolfe
General Counsel of ASM Capital IV, LP
and ASM Capital V, LP, Plan Proponents

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

In re:	:	Chapter 11
	:	
Dvorkin Holdings, LLC,	:	Case No. 12-31336-JBS
	:	
Debtor.	:	
	:	

**CHAPTER 11 LIQUIDATING PLAN PROPOSED BY
ASM CAPITAL IV, LP AND ASM CAPITAL V, LP**

Dated: January 23, 2015

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Counsel to ASM Capital IV, LP and ASM Capital V, LP, Plan Proponents.....	i
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INTRODUCTION	1
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ASM Capital IV, LP and ASM Capital V, LP, each creditors of Dvorkin Holdings, LLC (the “Debtor”) hereby proposes the following liquidating plan (as amended, modified or supplemented, the “Plan”) to its Creditors and Interest holders. Reference is made to the Disclosure Statement Regarding Liquidating Plan (as may be amended, modified or supplemented, the “Disclosure Statement”) for a discussion of the Debtor's history and business and for a summary and analysis of the Plan. 1

All creditors entitled to vote on the Plan should review the Disclosure Statement before voting to accept or reject the Plan. In addition, there are other agreements and documents which have been filed which are referenced in the Plan and/or the Disclosure Statement and which are available for review. No solicitation materials, other than the Disclosure Statement and related materials transmitted therewith and approved by the Bankruptcy Court, have been authorized by the Bankruptcy Court for use in soliciting acceptances or rejections of the Plan. 1

ARTICLE I- DEFINITIONS	1
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Except as otherwise specifically set forth in this Article I, definitions and rules of construction contained in sections 101 and 102 of the Bankruptcy Code shall be applicable. As used in this Plan, the following terms shall have the respective meanings specified below, unless the context requires otherwise. 1

1.1 “Administrative Bar Date” means the date that is thirty (30) days after the Effective Date for all Administrative Claims against the Debtor that accrued between February 27, 2013 and the Effective Date. 1

1.2 “Administrative Claim” means any Claim, timely filed, for payment of an administrative expense of a kind specified in sections 503(b) or 1114 (e)(2) of the Bankruptcy Code and entitled to priority pursuant to section 507(a)(1) of the Bankruptcy Code, including, but not limited to, (a) the actual, necessary, costs expenses, incurred after the Petition Date, of preserving the Estate and operating the business of the Debtor, including wages, salaries or commissions for services rendered after the Petition Date; (b) Professional Fee Claims; and (c) any fees or charges assessed against the Debtor's estate under Chapter 123 of Title 28 of the United States Code. 1

1.3 “Administrative Claims Reserve” means the reserve established and maintained pursuant to the Plan and the Confirmation Order to pay Administrative Claims which are not Allowed Claims on the Effective Date. 1

1.4 “Allowed” means, with respect to any Claim (including any Administrative Claim), (a) any Claim against the Debtor, proof of which was filed prior to the Bar Date (i) as to which no objection to

the allowance thereof, or action to equitably subordinate or otherwise limit recovery with respect thereto, has been interposed prior to the Claims Objection Deadline, (ii) as to which no action has been commenced to avoid such Claim within the applicable period of limitation fixed by the Plan, or (iii) as to which an objection has been interposed, to the extent such Claim has been Allowed (whether in whole or in part) by a Final Order, (b) if no proof of Claim was so filed, any Claim against the Debtor that has been listed by the Debtor in its Schedule, as such Schedule was or may be amended from time to time in accordance with Rule 1009 of the Bankruptcy Rules prior to the closing of this Chapter 11 Case, as liquidated in amount and not disputed or contingent (or as to which the applicable proof of Claim has been withdrawn or disallowed) and not objected to by Debtor, the Liquidating Trustee, or other party-in-interest; (c) any Claim allowed under or pursuant to the terms of the Plan, or (d) any Claim to the extent that it has been allowed by a Final Order. 1

1.5 “Allowed Amount” means, with respect to a particular Claim: (a) if the holder of such Claim has not filed a proof of Claim by the Bar Date, the Scheduled Claim Amount; (b) if the holder of such Claim has filed a proof of Claim as prescribed by the Bar Date: (i) the amount stated in such proof of Claim if no objection to or motion pursuant to section 502(c)(1) of the Bankruptcy Code for estimation of such proof of Claim has been interposed within the Claims Objection Deadline; or (ii) such amount as shall be fixed, or estimated, as the case may be, by a Final Order of the Bankruptcy Court if an objection to or motion pursuant to section 502(c)(1) of the Bankruptcy Code for estimation of such proof of Claim has been interposed within the Claims Objection Deadline; or (c) with respect to an Administrative Claim, the amount of such Claim or such amount as shall be fixed by a Final Order of the Bankruptcy Court..... 2

1.6 “Allowed ... Claim” means any Claim for which an Allowed Amount has been determined or which is otherwise Allowed pursuant to this Plan. Unless otherwise expressly provided in the Plan, the Confirmation Order or a Final Order, the term "Allowed ... Claim" shall not, for the purposes of computation of distributions under the Plan, include (a) any non-compensatory penalties, fines, punitive damages, exemplary damages, multiple damages, treble damages or any other claims or obligations that do not compensate for actual losses incurred or (b) any other amounts not allowable under the Bankruptcy Code or applicable law. 2

1.7 “Assets” means any and all of the right, title and interest of the Debtor in and to property of whatever type or nature, including, without limitation, any real estate, buildings, structures, improvements, privileges, rights, easements, leases, subleases, licenses, goods, materials, supplies, furniture, fixtures, equipment, work in process, accounts, chattel paper, cash, deposit accounts, reserves, deposits, contractual rights, intellectual property rights, claims, causes of action and any other general intangibles of the Debtor, as the case may be, including, without limitation, property of the Debtor's estate, as defined in section 541 of the Bankruptcy Code. 2

1.8 “ASM Capital” means ASM Capital IV, LP and ASM Capital V, LP, collectively. 2

1.9 “Avoidance Action” means any cause of action to avoid or recover a transfer of property of the Debtor's Estate or an interest of the Debtor in property, including, without limitation, actions arising under sections 506, 510, 541, 542, 544, 545, 549, 550 and 553 of the Bankruptcy Code and any other applicable federal or common law, including fraudulent transfers, whether or not litigation has been

commenced with respect to such causes of action as of the Effective Date, except those Avoidance Actions previously waived by the Debtor or Chapter 11 Trustee pursuant to any Final Order of the Bankruptcy Court. Avoidance Actions shall not include any action to recover any transfers made during the 90 days immediately prior to bankruptcy pursuant to Section 547 of the Bankruptcy Code or to avoid any transfers as fraudulent conveyances pursuant to Section 548. 2

1.10 “Bankruptcy Code” means sections 101 et seq. of Title 11 of the United States Code, as now in effect or hereafter amended. 2

1.11 “Bankruptcy Court” means the United States Bankruptcy Court for the Northern District of Illinois, or such other Court that may have jurisdiction over the Chapter 11 Case, including any United States District Court that may withdraw the statutory reference of the Debtor's Chapter 11 Case or any related proceedings pursuant to section 157(d) of Title 28 of the United States Code..... 3

1.12 “Bankruptcy Rules” means the Federal Rules of Bankruptcy Procedure prescribed pursuant to section 2075 of Title 28 of the United States Code, as amended from time to time, including the local rules of the Bankruptcy Court, all as now in effect or hereafter amended..... 3

1.13 “Bar Date” means February 27, 2013, or such other date fixed by the Bar Date Order. 3

1.14 “Bar Date Order” means the Order dated December 20, 2012, establishing: February 27, 2013 as the deadline for filing proofs of claim [D.I 171]. 3

1.15 “Business Day” means any day except Saturday, Sunday or other day on which commercial banks in Chicago, IL are authorized by law to close. 3

1.16 “Cash” means cash and cash equivalents, including, but not limited, to bank deposits, wire funds, checks and legal tender of the United States..... 3

1.17 “Chapter 11 Case” means the Chapter 11 case of the Debtor, bearing the case number 12-31336-JBS pending in the Bankruptcy Court for the Northern District of Illinois, Eastern Division. 3

1.18 “Chapter 11 Trustee” means [_____], not individually but solely in his capacity as a chapter 11 trustee for the Debtor’s estate. 3

1.19 “Claim” means a claim, as set forth in section 101(5) of the Bankruptcy Code, against the Debtor or Debtor's Estate, whether or not asserted, known or unknown, contingent or non-contingent, whether arising before, on or after the Petition Date. 3

1.20 “Claim Objection Deadline” means the last day for filing objections to Claims or Interests, which day shall be (i) 120 days from the Effective Date or (ii) such other date as the Bankruptcy Court may order. 3

1.21 “Class” means a group of Claims or Interests that are substantially similar to each other within the meaning of the Bankruptcy Code, as classified pursuant to Article 3 of this Plan. 3

- 1.22 “Collateral”** means any property or interest in property in the Debtor's Estate or a Dvorkin Related Entity subject to a Lien to secure the payment or performance of a Claim, which Lien is not subject to avoidance under the Bankruptcy Code or otherwise invalid under the Bankruptcy Code or applicable state laws. 3
- 1.23 “Confirmation”** means entry of the Confirmation Order by the Bankruptcy Court. 3
- 1.24 “Confirmation Date”** means the date that the Confirmation Order becomes a Final Order. 3
- 1.25 “Confirmation Hearing”** means the hearing to consider the confirmation of the Plan under section 1128 of the Bankruptcy Code, as such hearing may be adjourned or continued from time to time. 4
- 1.26 “Confirmation Order”** means the Order confirming this Plan in accordance with Chapter 11 of the Bankruptcy Code. 4
- 1.27 “Convenience Claim”** means any Claim asserting an Unsecured Claim in an amount less than \$250,000 on the Petition Date that is a general unsecured claim..... 4
- 1.28 “Creditor”** has the same meaning as set forth in section 101(10) of the Bankruptcy Code. 4
- 1.29 “Debtor”** means Dvorkin Holdings, LLC which filed a petition under Chapter 11 of the Bankruptcy Code on the Petition Date..... 4
- 1.30 “Disclosure Statement”** means the Disclosure Statement Regarding Chapter 11 Liquidating Plan Proposed by ASM Capital 4
- 1.31 “Disputed Claim”** means any Claim which is not an Allowed Claim, including, but not limited to, a Claim that is the subject of a pending application, motion, complaint or any other legal proceeding seeking to disallow, reduce, subordinate or estimate such Claim..... 4
- 1.32 “Disputed Claims Reserve”** means the reserve established and maintained pursuant to the terms of this Plan and the Confirmation Order which, on the date of the Initial Distribution, shall contain the amount of Cash or other property estimated for distribution on the Initial Distribution Date to holders of (a) Disputed Claims or contingent Claims, if such Claims had been undisputed or noncontingent Claims on the Initial Distribution Date, pending (i) the allowance of such Claims, (ii) the estimation of such Claims for purposes of distribution or (iii) the realization of the contingencies, and (b) unliquidated Claims, if such Claims had been liquidated on the Initial Distribution Date, such amount to be estimated by the Bankruptcy Court for distribution purposes or agreed upon, in absence of such estimation, by the Liquidating Trustee as sufficient to satisfy such unliquidated Claim upon such Claim's (x) allowance, (y) estimation for purposes of distribution, or (z) liquidation, pending the occurrence of such estimation, allowance, or liquidation..... 4
- 1.33 “Distribution Date”** means any date on which distributions are to be made pursuant to the terms of the Plan and the Confirmation Order. 4

1.34 “Dvorkin Guaranty” shall mean any guaranty by the Debtor to any holder of a secured claim on account of any obligation of a in any Dvorkin Related Entity..... 4

1.35 “Dvorkin Related Entities” means the following entities, all of which the Debtor owned an interest on the Petition Date: 1055 W 175th (Homewood) LLC; 1101 Tower Road (Schaumburg) LLC; Plaza (Arlington Heights) Office LLC; 1230 S. Highland (Lombard) LLC; Farnsworth (Aurora) Landco LLC; 2200 South Main (Lombard) LLC; Trust 44203; Dan Holdings; 4949-5001 W. Oakton Retail (Skokie) LLC; 6200 N. Rockwell (Chicago) LLC; 700 Grand Ave, Chicago; Trust 94043; Caveman Vegas LLC; DTE Venture LLC; Kinman Enterprises LLC; Lynwood Land Co LLC; Sierra Office Solutions LLC; 11824 SW Highway (Palos Heights) LLC; 1941 Selmartin (Aurora) LLC; 975 Nerge (Roselle) LLC; Matteson LLC; 1920 S. Highland (Lombard) LLC; Flossmoor Commons (Retail) LLC; Flossmoor-Plaza DH Holdings LLC; Trust 43995; Trust 442021 Trust 97-7440; 1275 Davis (Elgin) LLC; 444 N. Wabash (Chicago) LLC; Trust 95-6296; 125-165 Dundee Road (Buffalo Grove) LLC; Trust 96-6875; 956 N. Neltor (West Chicago) LLC; 2150 N. Clybourn (Chicago) LLC; 1000 N. Halstead LLC; Trust 95-6457; Trust 98-6811; 25210 W. Reed (Channahon) LLC; Trust 95-6249; 606 W. Roosevelt (Chicago) LLC; Trust 37330; Trust 42454; 920 Roosevelt (Chicago) LLC; Chicago Commercial LLC; 640-650 Lake St. LLC; Sterling 18th Street LLC; 560 West Washington (Chicago) LLC; Glenwood Residential LLC; Channahon Plaza LLC; 1611 Stewart (Chicago) LLC; and 328 S. Jefferson Chicago LLC. 4

1.36 “Dvorkin Related Entities Property” means any property owned by any of the Dvorkin Related Entities until the Debtor’s interest in the Dvorkin Related Entity owning that property is sold. 5

1.37 “Effective Date” means the first Business Day after the Confirmation Date on which all conditions to effectiveness set forth in Article 14 of this Plan have been satisfied. 5

1.38 “Entity” means entity as defined in section 101(15) of the Bankruptcy Code..... 5

1.39 “Escrow Fund” means money held in escrow by the Liquidating Trustee for distribution to holders of Allowed Claims in Class 4 - General Unsecured Claims. 5

1.40 “Estate” means the estate of the Debtor created by section 541 of the Bankruptcy Code upon commencement of the Chapter 11 Case..... 5

1.41 “Exculpated Person” means the Chapter 11 Trustee, the Liquidating Trustee, ASM Capital, and any Professional retained by the Chapter 11 Trustee, the Liquidating Trustee, or ASM Capital in this Chapter 11 Case..... 5

1.42 “Executory Contract” means any executory contract or unexpired lease subject to section 365 of the Bankruptcy Code, between the Debtor and any other Person. 5

1.43 “Final Distribution” means the distribution under this Plan which sells all or substantially all of the remaining assets held by the Liquidating Trustee, including cash, of a value of less than \$5,000 or (ii) the Bankruptcy Court determines, upon motion of the Liquidating Trustee, that such distribution is the Final Distribution. 5

1.44 “Final Distribution Date” means the date of the Final Distribution by the Liquidating Trustee.

5

1.45 “Final Order” means an Order or a judgment which is not the subject of a pending appeal or petition for review, reconsideration or rehearing, and which has not been reversed, stayed, modified or amended and with respect to which the time to appeal from or to seek review, reconsideration or rehearing of such Order or judgment shall have expired. 5

1.46 “General Unsecured Claim” means any unsecured claim that is not a Priority Claim. 5

1.47 “Impaired” means, when used with reference to a Claim, a Claim that is impaired within the meaning of section 1124 of the Bankruptcy Code. 5

1.48 “Initial Distribution Date” means the date upon which the Liquidating Trustee makes the first distribution to creditors pursuant to the terms of the Plan and the Confirmation Order. 5

1.49 “Interest” means (a) the legal, equitable, contractual or other rights of any Person with respect to stock of Dvorkin Holdings LLC, or any other equity membership interest in the Debtor and (b) the legal, equitable, contractual or other right of any Person to acquire or receive any of the foregoing. 6

1.50 “Lien” means any charge against or interest in property owned by the Debtor or any of the Dvorkin Related Entities to secure payment or performance of a claim, debt, or obligation. 6

1.51 “Litigation Claims” means the Claims, rights of action, suits or proceedings, whether in law or equity, whether known or unknown, that the Debtor or its Estate may hold against any Person, or that is deemed property of the Estate under the Plan or applicable bankruptcy law, which are retained by the Liquidating Trustee, including, but not limited to, the claims described in Exhibit A to this Plan, but excluding Claims released in the 6

1.52 “Liquidating Trustee” means the person designated by the Plan Proponents at least ten (10) days prior to the Confirmation Hearing and any successor thereto to wind up the Debtor's affairs from and after the Effective Date. 6

1.53 “Liquidating Trustee Agreement” means the agreement in substantially the form attached to the Plan as Exhibit A, as may be modified from time to time. 6

1.54 “Liquidating Trustee Assets” means all Assets of the Estate as of the Effective Date, including Litigation Claims and Avoidance Actions, which assets and any proceeds thereof shall be administered by the Liquidating Trustee pursuant to this Plan for the purpose of distribution in accordance with this Plan and the Confirmation Order. 6

1.55 “Oversight Committee” means the committee of three Persons appointed on the Effective Date to oversee the Liquidating Trustee, as may be modified pursuant to the terms of the Plan. 6

- 1.56** “**Person**” means an individual, limited liability company, corporation, partnership, association, trust or unincorporated organization, joint venture or other entity or a government or any agency or political subdivision thereof..... 6
- 1.57** “**Petition Date**” means August 7, 2012. 6
- 1.58** “**Plan**” means this Chapter 11 Liquidating Plan Proposed by the Plan Proponents dated _____, 2015 and all exhibits hereto, either in its present form or as it may be amended, modified or supplemented from time to time. 6
- 1.59** “**Priority Claim**” means any Claim that is entitled to priority under section 507(a) of the Bankruptcy Code, but excluding Administrative Claims. 6
- 1.60** “**Priority Claim Reserve**” means the reserve established and maintained pursuant to the Plan and the Confirmation Order to pay Priority Claims which are not Allowed Claims on the Effective Date. 6
- 1.61** “**Priority Employee Benefit Claim**” means a Claim that is entitled to priority under section 507(a)(4) of the Bankruptcy Code. 6
- 1.62** “**Priority Tax Claim**” means a Claim other than a claim secured by any Lien on property of the Debtor's Estate and which otherwise is entitled to priority under section 507(a)(8) of the Bankruptcy Code. 7
- 1.63** “**Priority Wage Claim**” means a Claim that is entitled to priority under section 507(a)(3) of the Bankruptcy Code. 7
- 1.64** “**Professional**” means any professional employed in the Chapter 11 Case pursuant to sections 327 or 328 or 1104 of the Bankruptcy Code or otherwise and any professional seeking compensation or reimbursement of expenses in connection with the Chapter 11 Case pursuant to sections 328, 330 or 503(b)(4) of the Bankruptcy Code..... 7
- 1.65** “**Professional Fee Claim**” means a Claim of a Professional for compensation or reimbursement of costs and expenses relating to services incurred after the Petition Date and prior to or on the Effective Date. 7
- 1.66** “**Professional Fee Claim Bar Date**” means that day which is thirty (30) days after the Effective Date. 7
- 1.67** “**Pro Rata**” means, with respect to an Allowed Claim, the same proportion that the Allowed Amount of such Allowed Claim in any Class bears to: (a) the aggregate Allowed Amounts of all Allowed Claims of that particular Class; plus (b) the aggregate face amount of all Disputed Claims of that particular Class, as reduced from time to time as and to the extent that the Allowed Amounts, if any, of such Disputed Claims are determined..... 7

1.68 “Rejection Damage Claims” means any proof of Claim filed in accordance with the Bar Date Order, this Plan or Confirmation Order, resulting from the rejection of an Executory Contract. 7

1.69 “Reserved Funds” means such amounts reserved pursuant to this Plan and the Confirmation Order for the purpose of providing a Distribution to Disputed Claims that become Allowed after the Effective Date, including the Administrative Claim Reserve, the Priority Claim Reserve, and the Disputed Claims Reserve, in such amounts as may be determined by the Liquidating Trustee. 7

1.70 “Schedules” means the Debtor's schedules of assets, liabilities, executory contracts and unexpired leases [Docket Nos. 20, 26], as may be amended, modified or supplemented from time to time, filed by the Debtor pursuant to section 521(1) of the Bankruptcy Code and Bankruptcy Rule 3003(b)..... 7

1.71 “Scheduled Claim Amount” means the amount of the Claim of a Creditor, as of the Petition Date, listed on the Debtor's Schedule, and not characterized therein as disputed, contingent or unliquidated. 7

1.72 “Secured Claim” means any Claim against the Debtor to the extent such Claim constitutes a Secured Claim under sections 506(a) or 1111(b) of the Bankruptcy Code. 7

1.73 “Secured Creditor” means any Creditor that holds a Secured Claim against the Debtor or any of the Dvorkin Related Entities..... 7

1.74 “Solicitation Procedures Order” means the order dated _____, 2015 setting forth the terms and procedures of the solicitation of votes on the Plan and other related procedures. 8

1.75 “Taxes” means all taxes, charges, fees, levies or other assessments by any federal, state, local or foreign taxing authority, including, without limitation, income, excise, property, sales, transfer, use and occupancy, business privilege, net profits, occupation and withholding taxes, including any interest, penalties or additions attributable to or imposed on or with respect to such taxes, charges, fees, levies or other assessments. 8

1.76 “Unclaimed Property” means any distribution made on account of Claims or Interests that are unclaimed 90 days following the date of such distribution under this Plan..... 8

1.77 “Unclaimed Property Reserve” means any Unclaimed Property of thirty (30) days by the Liquidating Trustee on behalf of holders of reserved for a period Unclaimed Property. 8

1.78 “Unimpaired Claim” means a Claim that is not Impaired under this Plan. 8

1.79 “Unsecured Claim” means a Claim against the Debtor, other than a Secured Claim, that is not (a) entitled to priority under section 507(a) of the Bankruptcy Code, including an Administrative Claim, or (b) subordinated pursuant to section 510 of the Bankruptcy Code..... 8

1.80 “Unsecured Creditor” means any Creditor that holds an Unsecured Claim. 8

ARTICLE II- SUMMARY OF THIS PLAN..... 8

2.1 Plan Summary. This Plan provides for the liquidation and distribution of all of the Debtor's Assets to Holders of Allowed Claims and, if applicable, Interests. Specifically, on the Effective Date, all Allowed Priority Claims, all Allowed Administrative Claims, other than Professional Fee Claims, and all Convenience Claims, will be paid in full on the Effective Date or as soon thereafter as practicable, and all Professional Fee Claims will be paid in full once they are allowed. 8

All Holders of Class 2 Allowed Secured Claims against the Debtor or holding Secured Claims against the Dvorkin Related Entities will have the option of either (i) retaining their property interests in the collateral, including the right to receive all payments due pursuant to any agreement until such time as the collateral is sold or (ii) electing to be treated as Class 4 Holders of Unsecured Claims based upon guaranties of the Debtor, and releasing all security interests in property owned by the Debtor and the Dvorkin Related Entities..... 8

In the event that the Holder of a Secured Claim elects option (i) above and the sale of the collateral securing the Class 2 Secured Claim is insufficient to pay the Class 2 Secured Claim in full, the Holder of the Secured Claim will receive a deficiency claim effective upon the date of the sale of the Collateral, and such deficiency claim shall be treated as Class 4 General Unsecured Claim, with interest accruing at the rate of nine percent (9%) from the date of the sale of the collateral. 8

After payment of all Allowed Priority Claims, all Allowed Administrative Claims, and all Convenience Claims, in full, and after establishing a reserve for the Liquidating Trustee and his or her professionals, all Holders of Class 4 Allowed General Unsecured Claims will receive a Pro Rata distribution from all Cash held by the Liquidating Trustee. After payment on account of all Secured Claims, if any, and all expenses of the Liquidating Trust, Holders of Class 4 Allowed General Unsecured Claims will receive payment on account of their Class 4 General Unsecured Claims on a Pro Rata basis as the Liquidating Trustee liquidates the Estate's remaining assets, until such time as all Class 4 Allowed General Unsecured Claims are paid in full, including interest. 8

After all Class 4 Allowed General Unsecured Claims are paid in full, including interest, and after payment of or reserving for all expenses of the Liquidating Trust and his professionals, all proceeds from the liquidation of the Estate's remaining assets shall be paid to Holders Class 5 Interests on a Pro Rata basis. 9

Upon the full liquidation of all Estate assets and distribution of those assets as set forth herein, the Estate shall be deemed to be fully administered, and the Debtor shall be dissolved and the Liquidating Trustee shall file a motion to close the Chapter 11 case. 9

ARTICLE III -CLASSIFICATION OF CLAIMS AND INTERESTS 9

3.1 Class 1: Priority Claims. This Class consists of Claims entitled to priority under section 507(a) of the Bankruptcy Code, including, without limitation, Priority Wage Claims, Priority Employee Benefit Claims and Priority Tax Claims but excluding Administrative Claims. Class 3 is Unimpaired by this Plan and is deemed to have accepted this Plan pursuant to section 1126(1) of the Bankruptcy Code.

In the event that any Priority Claim has already been paid in full, it shall not receive any further distribution under the Plan..... 9

3.2 Class 2: Secured Claims. This Class consists of all Secured Claims that are held by Persons with duly filed and perfected Liens, including Liens which are perfected by possession, against any part of the Debtor's Assets or any Asset of a Dvorkin Related Entity as of the Petition Date, subject to the requirements of Section 14.7 of this Plan regarding setoff, but excludes any claim that would otherwise qualify for inclusion in this Class and which is rendered an unsecured claim by virtue of section 506(a) of the Bankruptcy Code. Class 2 is Unimpaired by this Plan and is deemed to have accepted this Plan pursuant to section 1126(f) of the Bankruptcy Code. 9

3.3 Class 3: Convenience Claims. This class consists of General Unsecured Claims in an amount less than \$250,000 as of the Petition Date. All Allowed Convenience Claims shall be paid in full on the Effective Date, plus 9% interest from the Petition Date. Class 3 is Unimpaired by this Plan and is deemed to have accepted this Plan pursuant to section 1126(1) of the Bankruptcy Code. In the event that any Convenience Claim has already been paid in full, it shall not receive any further distribution under the Plan 9

3.4 Class 4: General Unsecured Claims. This Class consists of Allowed General Unsecured Claims, including all Allowed Rejection Damages Claims, and all Persons who otherwise would be entitled to Class 1 Secured Claims, but who have elected for their Allowed Claim to be treated as a Class 3 General Unsecured Claim. Class 3 is Impaired by this Plan and is entitled to vote on the Plan. 9

3.4 Class 5: Equity Interests. This Class consists of the shareholder and equity Interests in the Debtor. Class 4 is Impaired by this Plan, and is entitled to vote on this Plan..... 10

ARTICLE IV - TREATMENT OF UNIMPAIRED CLAIMS AND CLASSES..... 10

4.1 Administrative Claims. Allowed Administrative Claims, other than Professional Fee Claims, shall be paid, in full satisfaction, settlement, release, and discharge of and in exchange for such Allowed Administrative Claim: (a) in accordance with the terms and conditions under which such Administrative Claims arose, (b) pursuant to any agreement between the Creditor and either the Chapter 11 Trustee, the Liquidating Trustee or the Debtor, (c) as otherwise provided by this Plan, or (d) in full in Cash on the Effective Date, or as soon thereafter as practicable. 10

In the event that an Administrative Claim is a Disputed Claim, the Liquidating Trustee shall establish an Administrative Claims Reserve which shall be held in escrow until entry of a Final Order pursuant to which such Claim is either disallowed or becomes an Allowed Claim. The Liquidating Trustee shall remit payment to the Holder of an Administrative Claim no later than ten (10) days after the entry of Final Order determining that the Holder's Administrative Claim is an Allowed Administrative Claim..... 10

Allowed Professional Fee Claims shall be paid in full in Cash, in full satisfaction, settlement, release and discharge of and in exchange for such Allowed Professional Fee Claim, within ten (10) days after such Professional Fee Claims are approved by Final Order of the Bankruptcy Court. Allowed Professional Fee Claims shall be paid first from any retainer held by the applicable Professional, and second from the Estate Assets. In the event that any Professional is in possession of any portion of a retainer that exceeds that amount of the Allowed Professional Fee Claims, any remaining balance shall become Estate Assets,

and the professional shall remit such excess amount to the Liquidating trustee within ten (10) Business Days after entry of a Final Order allowing or disallowing the Professional Fee Claim. 10

No Administrative Claim shall be entitled to payment of more than one hundred percent, of such Allowed Administrative Claim. Accordingly, in the event that any Administrative Claim has already been paid in full, it shall not receive any further distribution under the Plan, and if any Administrative Claim has already been paid in part, it shall receive only such distribution under the Plan necessary to pay such Administrative Claim in full. 10

4.2 Class 1 Priority Claims. On the Effective Date, or as soon thereafter as practicable, the Allowed Priority Claims, in full satisfaction, settlement, release and discharge of and in exchange for such Allowed Priority Claim, shall either (a) be paid in full in Cash or (b) receive such other treatment as the Liquidating Trustee and such Creditor agree to in writing. In the event that a Priority Claim is a Disputed Claim, the Liquidating Trustee shall establish a Priority Claims Reserve which shall be held in escrow until entry of a Final Order pursuant to which such Claim is either disallowed or becomes an Allowed Claim. The Liquidating Trustee shall remit payment to the Holder of a Priority Claim no later than ten (10) days after the entry of Final Order determining that the Priority Claim is an Allowed Claim. 10

No Priority Claim shall be entitled to payment of more than one hundred percent of such Allowed Priority Claim. Accordingly, in the event that any Priority Claim has already been paid in full, it shall not receive any further distribution under the Plan, and if any Priority Claim has already been paid in part, it shall receive only such distribution under the Plan necessary to pay such Priority Claim in full. 10

4.3 Class 2 - Secured Claims. Holders of Secured Claims include Persons holding a security interest in the assets of the Debtor and Persons holding a security interest in the assets of the Dvorkin Related Entities. At any time prior to the hearing to consider confirmation of the Plan, the Holder of a Secured Claim may elect either of the following treatments on account of its claim: (i) retention of their security interest in the collateral, including the right to receive all payments due pursuant to any agreement until such time as the collateral is sold; (ii) electing to be treated as Class 3 Holders of Unsecured Claims in any amount that remains unpaid as of the Effective Date and releasing all security interests in property owned by the Debtor or the Dvorkin Related Entities; or (iii) such other treatment as the Liquidating Trustee and the Secured Creditor agree to in writing, after consultation and agreement by the Oversight Committee. 11

In the event that the Holder of Secured Claim elects option (i), and the sale of the collateral securing the Class 2 Secured Claim is insufficient to pay the Class 2 Secured Claim in full, the Holder of the Secured Claim will receive a deficiency claim effective upon the date of the sale of the Collateral, and such deficiency claim shall be treated as Class 3 General Unsecured Claim, with interest accruing at the rate of nine percent (9%) from the date of the sale of the collateral. 11

4.4 Class 3 – Convenience Claims. Class 3 consists of General Unsecured Claims which assert a claim of less than \$250,000 as of the Petition Date. All Allowed Convenience Claims will be paid in full, plus 9% interest from the Petition Date, on the Effective Date. No Convenience Claim will be entitled to any additional payment as a Class 4 General Unsecured Claim. 11

4.5 Class 5 - Interests. Class 5 consists of Interests in the Debtor. Once all Allowed Claims have been paid in full, and subject to the payment of expenses of the Liquidating Trust and his or her professionals, Holders of Interests shall receive a Pro Rata distribution from the liquidation of all remaining Estate assets on account of their Interests..... 11

ARTICLES V- TREATMENT OF IMPAIRED CLASSES 11

5.1 Class 4 - General Unsecured Claims. Holders of Allowed Class 4 General Unsecured Claims shall receive their Pro Rata share of distributions to be made from time to time by the Liquidating Trustee from (a) the proceeds of the liquidation of the Estate assets, after payment of all Allowed Administrative Claims, including all Allowed Professional Fee Claims, all allowed Priority Claims, and All Allowed Secured Claims, taking into account a reasonable reserve for and payment of post-Effective Date fees and expenses of the Liquidating Trustee and the Liquidating Trustee’s professionals. 11

All Class 4 General Unsecured Claims shall be entitled to interest from the Petition Date through the Effective Date at a rate of the higher of (i) either the contract rate, if applicable, or (ii) nine percent (9%). From the Effective Date through the date that such claims are satisfied, all Class 4 General Unsecured Claims shall be entitled to payment of interest of nine percent (9%). 11

ARTICLE VI- IMPLEMENTATION OF THIS PLAN 12

6.1 Appointment of the Liquidating Trustee. On the Effective Date, the Liquidating Trustee shall be appointed in accordance with the Liquidating Trustee Agreement attached hereto as Exhibit “A” to wind up the affairs of the Debtor and make distributions under the Plan..... 12

6.2 The Liquidating Trustee. From and after the Effective Date, the Liquidating Trustee shall have the rights and powers set forth herein in order to carry out and implement the purposes and intent of this Plan subject to the Liquidating Trustee Agreement, the Plan and the Confirmation Order. Except as expressly set forth in the Liquidating Trustee Agreement, the Plan and the Confirmation Order, the Liquidating Trustee shall be the exclusive agent of the Debtor’s Estate under Title 11 for purposes of 31 U.S.C. § 3713(b) and 26 U.S.C. § 6012(b)(3). 12

6.3 Responsibilities of the Liquidating Trustee. Subject to the rights of the Oversight Committee as set forth herein and in the Liquidating Trustee Agreement, the responsibilities of the Liquidating Trustee under and this Plan shall include those set forth in the Liquidating Trustee Agreement, including, without limitation, the following: (a) the establishment and maintenance of such operating, reserve and trust account(s) as are necessary and appropriate to wind up the affairs of the Debtor; (b) the appropriate investment of the Cash; (c) the pursuit of objections to, estimations of and settlements of Claims, regardless of whether such Claim is listed in the Debtor’s Schedule; (d) the prosecution of any cause of action of the Debtor’s Estate not otherwise released under the Plan, including, without limitation, the Litigation Claims and Avoidance Actions; (e) the calculation and distribution of all distributions to be made under this Plan to holders of Allowed Claims; (f) the filing of all required tax returns and operating report and paying of taxes and all other obligations on behalf of the post-Effective Date Estate, if any; (g) the payment of fees pursuant to 28 U.S.C. § 1930 incurred after the Effective Date until the closing of the

Chapter 11 Case; and (h) such other responsibilities as may be vested in the Liquidating Trustee pursuant to this Plan, the Liquidating Trustee Agreement, the Confirmation Order, other Bankruptcy Court Orders, or as otherwise may be necessary and proper to carry out the provisions of this Plan, wind up the Debtor's affairs and close this Chapter 11 Case. 12

6.4 Powers of the Liquidating Trustee. Subject to the Liquidating Trustee Agreement and the rights of the Oversight, on and after the Effective Date, the Liquidating Trustee shall have the exclusive right to undertake each of the following: 12

(a) Exercise all power and authority that may be or could have been exercised, commence all proceedings that may be or could have been commenced and take all actions that may be or could have been taken by any officer, director or shareholder of the Debtor with like effect as if authorized, exercised and taken by unanimous action of such officers, directors and shareholders, including, without limitation, amendment of the certificates of incorporation and by-laws of the Debtor and the dissolution of the Debtor; 12

(b) Succeeds to all rights of the Debtor and Chapter 11 Trustee to manage and liquidate the Debtor's assets and the assets of the Dvorkin Related Entities; 12

(c) Maintain accounts to make distributions to Holders of Allowed Claims and Interest provided for or contemplated by the Plan and take other actions consistent with the Plan and the implementation thereof, including the establishment, re-evaluation, adjustment and maintenance of appropriate reserves, in the name of the Liquidating Trustee; 13

(d) Object to any Claims (whether Disputed Claims or otherwise), compromise or settle any Claims prior to objection without supervision or approval of the Bankruptcy Court, free of any restrictions of the Bankruptcy Code, the Bankruptcy Rules, the local rules of the Bankruptcy Court, and the guidelines and requirements of the United States Trustee, other than those restrictions expressly imposed by the Plan, the Confirmation Order or the Liquidating Trustee Agreement; 13

(e) Make decisions, without further Bankruptcy Court approval, regarding the retention or engagement of professionals, employees and consultants and to pay the fees and charges incurred by the Liquidating Trustee on or after the Effective Date for fees and expenses of the Liquidating Trustee's professionals, disbursements, expenses or related support services relating to the winding down of the Debtor and implementation of the Plan without application to the Bankruptcy Court; 13

(f) Seek, a determination of tax liability under section 505 of the Bankruptcy Code, paying taxes, if any, related to the Debtor or the sale of non-Cash Assets of the Debtor, filing, if necessary, any and all required tax and information returns, making tax elections by and on behalf of the post-Effective Date Estate, and paying taxes, if any, due from the post-Effective Date Estate; 13

(g) Invest Cash as deemed appropriate by the Liquidating Trustee, as further set forth in the Liquidating Trustee Agreement; 13

(h) Collect any accounts receivable or other claims of the Debtor or the Estate not otherwise disposed of pursuant to the Plan or the Confirmation Order; 13

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(i) Implement and/or enforce all provisions of this Plan, including entering into any agreement or executing any document required by or consistent with the Plan, the Confirmation Order and the Liquidating Trustee Agreement and perform all of the Debtor's obligations thereunder; 13

(j) Abandon in any commercially reasonable manner, including abandonment or donation to a charitable organization of his or her choice, any Assets if the Liquidating Trustee concludes that they are of no benefit to the Estate; 13

(k) Prosecute and/or settle Claims, without approval of the Bankruptcy Court, including, without limitation, Litigation Claims, Avoidance Actions, and other causes of action and exercise, participate in or initiate any proceeding before the Bankruptcy Court or any other court of appropriate jurisdiction and participate as a party or otherwise in any administrative, arbitative or other non-judicial proceeding and pursue to settlement or judgment such actions; 13

(l) Purchase or create and carry all insurance policies and pay all insurance premiums and costs the Liquidating Trustee deems necessary or advisable;..... 14

(m) Maintain any and all insurance policies of the Debtor providing coverage with respect to Claims; ... 14

(n) Distribute all Assets of the Estate and proceeds therefrom pursuant to the Plan, the Confirmation Order and the Liquidating Trustee Agreement; and 14

(o) Administer the winding up of the affairs of the Debtor, including filing a motion to close the Debtor's bankruptcy case..... 14

Further, subject to the Liquidating Trustee Agreement and the rights of the Oversight Committee, the Liquidating Trustee has the authority and power to take all other actions and exercise such other powers that the Liquidating Trustee deems reasonably necessary or desirable with respect to administering the Plan so long as such actions and powers are not inconsistent the Plan, Confirmation Order, the Liquidating Trustee Agreement, other orders of the Bankruptcy Court. 14

6.5 Notice Requirement. Notwithstanding the foregoing, the Liquidating Trustee shall be required to provide ten (10) days' notice to the United States Trustee, the Oversight Committee, and any Person requesting notice pursuant to Section 14.4 of the Plan of the following actions: (a) the retention of professionals by the Liquidating Trustee; (b) the settlement of objections to Claims where the Claim as asserted exceeds \$200,000; (c) the settlement of any Litigation Claim or Avoidance Action, or other litigation where the amount demanded exceeds \$100,000; (d) the sale of any Asset of the Estate, including any asset of any Dvorkin Related Entities, where the sale price or book value exceeds \$50,000; and (e) the abandonment of any Asset of the Estate where the book value exceeds \$25,000. 14

6.6 Succeeding to Rights of Privilege/Work Product. The Liquidating Trustee shall stand in the same position as the Debtor and Chapter 11 Trustee with respect to any claim to an attorney-client privilege, the work product doctrine, or any other privilege against production, and the Liquidating Trustee shall succeed to all of the Debtor's and Chapter 11 Trustee's rights to preserve, assert or waive any such privilege. 14

6.7 Unclaimed Property. The Liquidating Trustee shall establish the Unclaimed Property Reserve for all Unclaimed Property. Such Unclaimed Property shall be held in a reserve, for a period of ninety (90) days, for the holders of Allowed Claims entitled thereto under the terms of this Plan and Confirmation Order. Once the distribution to Creditors under this Plan becomes Unclaimed Property, the Liquidating Trustee shall, subject to the limitations set forth herein, (a) hold such Unclaimed Property in the Unclaimed Property Reserve solely for the benefit of such Holder or Holders which have failed to claim such Unclaimed Property; and (b) release the Unclaimed Property from the Unclaimed Property Reserve and deliver to the Holder entitled thereto upon presentation of proper proof by such Holder of its entitlement thereto. After the expiration of ninety (90) days, the Holders of Allowed Claims theretofore entitled to such Unclaimed Property shall cease to be entitled thereto and shall be entitled to no further distribution under this Plan, and such Claims to the Unclaimed Property shall be deemed disallowed and expunged in their entirety and the funds shall be redistributed to the other Holders of Allowed Claims in accordance with the terms of this Plan, the Confirmation Order and the Liquidating Trustee Agreement. Such funds shall not be subject to the escheat laws of any state, and in the event that any Holder of an Allowed Claims does not timely assert its entitlement to such distribution, such funds shall revert to the Estate. 14

6.8 Compensation of the Liquidating Trustee. The Liquidating Trustee shall be compensated as set forth in the Liquidating Trustee Agreement. Any professionals retained by the Liquidating Trustee shall be entitled to reasonable compensation for services rendered and reimbursement of expenses incurred, subject to approval by the Liquidating Trustee. The payment of fees and expenses of the Liquidating Trustee and its professionals shall be made in the ordinary course of business and shall not be subject to Bankruptcy Court approval, however such 15

6.9 Sale Free and Clear of Liens. The sale or other disposition of any Estate assets or assets of the Dvorkin Related Entities by the Liquidating Trustee in accordance with this Plan and the Liquidating Trustee Agreement shall be free and clear of any and all liens, claims, interests and encumbrances pursuant to section 363(f) of the Bankruptcy Code, after notice and an opportunity for hearing, subject to notice pursuant to Section 14.4 of the Plan..... 15

6.10 Transfer Taxes. Any transfer of all or any portion of the Estate assets or assets of the Dvorkin Related Entities pursuant to this Plan, including, without limitation, the transfer of Assets of the Estate or of the Dvorkin Related Parties shall constitute a “transfer under a plan” within the purview of section 1146(c) of the Bankruptcy Code and shall not be subject to any stamp tax or similar tax..... 15

6.11 Litigation Claims and Avoidance Actions. The Liquidating Trustee shall have the sole right to pursue any Litigation Claims and Avoidance Actions, except those previously waived or released by the Debtor pursuant to any Final Order of the Bankruptcy Court, by informal demand and/or by the commencement of litigation. The Liquidating Trustee shall succeed as plaintiff or defendant in any adversary proceeding commenced by or against the Debtor that is pending on the Confirmation Date. ... 15

6.12 Records. On or prior to the Effective Date, the Chapter 11 Trustee shall transfer to the Liquidating Trustee all originals and/or copies of available documents and business records of the Debtor, to the extent they exist and are in the Chapter 11 Trustee's actual or constructive possession. The

Liquidating Trustee shall maintain such records until the earlier of: (a) the entry of a Final Decree; or (b) five years from the filing of the Debtor's final tax returns. Thereafter, said records may be destroyed or otherwise disposed of by the Liquidating Trustee in accordance with applicable law. If the Liquidating Trustee seeks to destroy or otherwise dispose of any records of the Debtor's estate prior to the time periods set forth herein, such Liquidating Trustee shall be entitled to do so upon Order of the Bankruptcy Court obtained on motion on 20 days' notice upon any person requesting notice pursuant to Section 14.4 of the Plan. 15

6.13 Resignation of Officers and Directors. On the Effective Date, the members of the board of directors and executive officers of the Debtor shall be deemed to have resigned. 15

6.14 Oversight Committee. As more fully set forth in the Liquidating Trustee Agreement, on the Effective Date, the Oversight Committee shall be appointed. 15

a. Constitution of Oversight Committee. On the Effective Date, the Oversight Committee shall be constituted of three persons, two (2) of which shall be designated by ASM Capital, and the third shall be Francine Dvorkin or her designee. Upon the receipt of payment of all Class 4 General Unsecured Claims, the designees of ASM Capital shall be deemed to have resigned, and Francine Dvorkin or her designee shall be the sole member of the Oversight Committee. ASM Capital or Francine Dvorkin may change their designee at any time without notice. 15

b. Service Upon the Oversight Committee. Consistent with the Liquidating Trustee Agreement, the Liquidating Trustee shall provide copies of all pleadings to all members of the Oversight Committee no less than three (3) days prior to filing such pleading with the Bankruptcy Court, unless either (i) the Oversight Committee waives such requirement or (ii) the timing for action reasonably necessitates the filing of an pleading without providing the Oversight Committee with three days' notice. All notice may be provided by the Liquidating Trustee to the members of the Oversight Committee by electronic mail. 16

c. Duties of the Oversight Committee. Consistent with the Liquidating Trustee Agreement, the Oversight Committee shall review and evaluate the actions of the Liquidating Trustee, and in the event that the majority of the members of the Oversight Committee disagree with any action (or inaction) by the Liquidating Trustee, they have the right to veto any decision by the Liquidating Trustee. Any veto by members of the Oversight Committee shall not be subject to review by any court, including the Bankruptcy Court. Every member of the Oversight Committee shall have standing to object to any action taken by the Liquidating Trustee or any matter in the Chapter 11 Case before the Bankruptcy Court. 16

d. Responsibilities of the Oversight Committee. Consistent with the Liquidating Trustee Agreement, the responsibilities of the members of the Oversight Committee shall be limited to exercising their business judgment in overseeing the Liquidating Trustee. The Oversight Committee shall have no fiduciary duties to the Estate or Liquidating Trust, and shall no liability in connection with its duties herein, except for willful misconduct or gross negligence, and, in all respects, the Oversight Committee shall be entitled to rely upon the information provided by the Liquidating Trustee. 16

e. Status Reports and Meetings. At least once every six months, the Liquidating Trustee shall provide Oversight Committee with a status report detailing the following: (i) all Cash held by the Estate, (ii) all Cash held in escrow for Administrative Claims Reserve, Priority Claims Reserve, and General Unsecured Claims Reserve; (iii) all sales of Estate assets and assets of the Dvorkin Related Entities conducted since the Effective Date and since the last status report; (iv) all remaining amounts to be paid on account of Allowed Claims; (v) all costs for administering the estate; and (vi) any other matters materially affecting distribution on account of Allowed General Unsecured Claims and Interests. 16

At any time after the Appointment of the Liquidating Trustee, any member of the Oversight Committee can call a meeting of the Oversight Committee to address any questions or issues with respect to the administration of the Estate. Such requests for a meeting shall be in writing and sent to the Liquidating Trustee and all other members of the Oversight Committee. The meeting shall be held telephonically and shall be no less than seven (7) days after the written request for a meeting, unless the Liquidating Trustee and all Oversight Committee agree to convene sooner. No minutes need be maintained at the meeting.. 17

f. Payment to the Liquidating Trustee and His Professionals. Consistent with the Liquidating Trustee Agreement, the Liquidating Trustee and his or her professionals shall be entitled to payment on a monthly basis on account of their reasonable, necessary fees and expenses for services rendered and expenses incurred after the Effective Date. The Liquidating Trustee and his or her professionals do not need to file an application with the Bankruptcy Court; copies of all invoices by the Trustee and his or her professionals shall be remitted to the members of the Oversight Committee. In the event that any member of the Oversight Committee contests whether the fees and expenses of the Trustee or his Professionals are not reasonable or necessary, the Bankruptcy Court shall retain jurisdiction to determine whether fees or expenses should be allowed. 17

g. Removal of the Liquidating Trustee. Consistent with the Liquidating Trustee Agreement, at any time, a majority of the members of Oversight Committee may elect to terminate the Liquidating Trustee for any reason. Such termination shall not require a meeting between the Liquidating Trustee and the Oversight Committee. Such termination shall be in writing and served upon the Liquidating Trustee and the Liquidating Trustee's counsel, if any. Unless stated otherwise in writing, such termination shall be immediate and shall be without recourse. The Liquidating Trustee and his or her professionals shall be entitled for all fees earned and expenses incurred prior to his or her termination. 17

h. Successor Liquidating Trustee. Consistent with the Liquidating Trustee Agreement, in the event that the Liquidating Trustee is terminated for any reason other than the conclusion of the Chapter 11 Case after the distribution of all property in the Estate accordance with the terms of the Plan and Confirmation Order, the Majority of the Oversight Committee shall select a successor Liquidating Trustee. The Successor Liquidating Trustee shall succeed to all rights and obligations of the Liquidating Trustee under the Liquidating Trustee Agreement. 17

6.15 Termination of Liquidating Trustee. From his or her appointment on the Effective Date, the Liquidating Trust shall continue to serve until death, resignation, termination by the Oversight Committee, or the distribution of all property in accordance with the terms of the Plan and Confirmation Order and the entry of a final decree by the Bankruptcy Court closing this Chapter 11 Case. In the event

that of death, resignation, or termination by the Oversight Committee, the Oversight Committee shall appoint a successor Liquidating Trustee in accordance with the terms of the Liquidating Trustee Agreement and as set forth herein. 17

ARTICLE VII-FUNDING AND DISBURSEMENTS..... 18

7.1 No Disbursing Agent. The Liquidating Trustee, pursuant to the Liquidating Trustee Agreement, shall make all distributions under the Plan on account of Allowed Claims against the Debtor. On the Effective Date, or as soon thereafter as practicable, the Liquidating Trustee, pursuant to the Liquidating Trustee Agreement, shall make distributions on account of Allowed Administrative Claims, Allowed Class Claims – Priority Claims, and Allowed Class 3 – Convenience Claims directly to the holders of such Claims. All other distributions or payments under the Plan shall be made by the Liquidating Trustee pursuant to the terms of the Plan, the Confirmation Order, and the Liquidating Trustee Agreement..... 18

7.2 Bond or Surety. As soon after the Effective Date as practicable, and subject to the Liquidating Trustee Agreement, the Liquidating Trustee shall obtain a bond or other insurance, the cost of which shall be paid from the Estate Assets, for the Liquidating Trustee, the members of the Oversight Committee, or any employees, agents, representatives, or independent contractors employed by the Liquidating Trustee, including, without limitation, any tail coverage or other similar coverage. 18

7.3 Reserves - Payment of Disputed Claims. The Reserved Funds, including the Administrative Claim Reserve and the Disputed Claim Reserve, shall be segregated and held by the Liquidating Trustee on and after the Effective Date for, among other things, the payment of the portion of the Allowed Administrative Claims and Allowed Professional Fee Claims for which allowance by the Bankruptcy Court is pending or which are Disputed Claims. If an Administrative Claim or Professional Fee Claim for which allowance is pending becomes an Allowed Claim, such Claim shall be paid by the Liquidating Trustee from the Reserved Funds within ten (10) days after, and to the extent that, any such pending Administrative Claim becomes an Allowed Claim. If a portion of an Administrative Claim is a Disputed Claim, the disputed portion of such Administrative Claim shall be paid in full in the same manner as provided in this Article 8 with respect to Allowed Administrative Claims within ten (10) days after, and to the extent that, such Disputed Claim becomes an Allowed Administrative Claim. 18

7.4 Cash Payments. Cash payments made pursuant to the Plan shall be in U.S. funds. Unless otherwise agreed to by the payor and payee, distributions under the Plan shall be made by check or such other commercially reasonable manner as the Liquidating Trustee shall determine in its sole discretion in accordance with applicable law. 18

7.5 Sources of Cash for Plan Distributions. Except as otherwise provided in the Plan or the Confirmation Order, all Cash necessary for the Liquidating Trustee to make payments pursuant to the Plan to holders of Allowed Claims against the Debtor shall be obtained from (a) Cash balances of the Estate or (b) Cash proceeds from the liquidation of the remaining non-Cash Liquidating Trustee Assets, including, without limitation, any Litigation Claims, Avoidance Actions, or tax refunds. 18

7.6 Distribution on Account of Allowed Claims. Except as otherwise provided in the Plan, the Confirmation Order, the Liquidating Trustee Agreement or as otherwise ordered by the Bankruptcy Court, distributions on account of Allowed Claims shall be made on the Initial Distribution Date, or as soon as practicable thereafter, or if Allowed after the Effective Date, on the next Distribution Date. Any payment or distribution required to be made under the Plan shall be made on the next succeeding Business Day.....	18
7.7 Fractional Dollars: De Minimis Distributions. Notwithstanding any other provision of the Plan, the Liquidating Trustee shall not be required to make distributions or payments of fractions of dollars, and whenever any payment of a fraction of a dollar under the Plan would otherwise be called for, the actual payment made shall reflect a rounding down of such fraction to the nearest whole dollar. In addition, the Liquidating Trustee shall not be required to make any distribution in an amount less than \$10.00. To the extent that such a distribution shall be called for as part of any interim distribution, the Liquidating Trustee shall establish a reserve for all distributions in the amount of less than \$10.00 and shall, when and if the holder of a Claim is entitled to a distribution of \$10.00 or more, make such a distribution at such time. The Liquidating Trustee shall not be required to make any Final Distribution of less than \$10.00, and all monies otherwise payable in such amount shall be paid to the other holders of Allowed Claims, in accordance with the terms of the Plan, the Confirmation Order and Liquidating Trustee Agreement.....	19
7.8 Delivery of Distributions to Holders of Allowed Claims. Distributions to holders of Allowed Claims shall be made at the address set forth in the Schedules unless such addresses are superseded by proofs of claim or transfers of claim filed pursuant to Bankruptcy Rule 3001 or at the last known address of such holders if the Liquidating Trustee has been notified in writing of a change of address. If the distribution to any holder of an Allowed Claim is returned to the Liquidating Trustee as undeliverable or otherwise unclaimed, such Unclaimed Property shall be held in a reserve as set forth in the Plan.....	19
7.9 Distributions by the Liquidating Trustee. The Liquidating Trustee shall not be obligated to make a distribution that would impair the ability of the Liquidating Trustee to pay the expenses incurred by the Liquidating Trustee.	19
ARTICLE IX - EXECUTORY CONTRACTS AND UNEXPIRED LEASES	20

9.1 Executory Contracts and Unexpired Leases. Except as otherwise provided in the Plan or the Confirmation Order, upon the Effective Date, all Executory Contracts which have not otherwise been rejected by the Debtor or Chapter 11 Trustee prior to the date on which the Plan is confirmed are hereby rejected under this Plan as of the date on which the Plan is confirmed, except: (a) any Executory Contract that is the subject of a separate motion to assume or assume and assign filed pursuant to section 365 of the Bankruptcy Code by the Debtor before the entry of the Confirmation Order, provided, however, that upon denial or withdrawal of any such motion, such Executory Contract shall automatically be rejected as if rejected hereunder as of the date on which the Plan is confirmed; (b) all Executory Contracts assumed under this Plan, if any, or by order of the Bankruptcy Court entered before the date on which the Plan is confirmed and not subsequently rejected pursuant to an order of the Bankruptcy Court; and (c) any agreement, obligation, security interest, transaction or similar undertaking that the Liquidating Trustee

believes is not an Executory Contract that is later determined by the Bankruptcy Court to be an Executory Contract that is subject to assumption or rejection under section 365 of the Bankruptcy Code, which agreements shall be subject to assumption or rejection within 30 days of any such determination. Any order entered after the date on which the Plan is confirmed by the Bankruptcy Court, after notice and hearing, authorizing the rejection of an Executory Contract shall cause such rejection to be a pre-petition breach under sections 365(g) and 502(g) of the Bankruptcy Code, as if such relief were granted and such order were entered prior to the Confirmation Date. 20

9.2 Rejection Damage Claims. Persons who are parties to Executory Contracts that are rejected pursuant to this Plan and who claim damages by reason of such rejection shall become holders of Class 4 - General Unsecured Claims and shall be treated in the same manner as other Class 4 - General Unsecured Claims. ALL SUCH REJECTION DAMAGE CLAIMS SHALL BE FILED ON OR BEFORE THE EARLIER OF THIRTY (30) DAYS AFTER (A) THE EFFECTIVE DATE OR (B) THE ENTRY OF A FINAL ORDER REJECTING SUCH EXECUTORY CONTRACT, OR SHALL BE FOREVER BARRED. 20

9.3 Objections to Rejection Damage Claims. Objections to Rejection Damage Claims shall be filed by the Liquidating Trustee with the Bankruptcy Court prior to the later of (i) the Claims Objection Deadline or (ii) ninety (90) days after the filing of a claim for rejection damages. All objections to Rejection Damage Claims shall be served upon the holder of the Claim to which such objection is made.

20

9.4 Indemnification Obligations. Except as otherwise provided in the Plan, the Confirmation Order or in any contract, instrument, release, or other agreement or document entered into in connection with the Plan, any and all indemnification obligations that the Debtor has pursuant to a contract, instrument, agreement, certificate of incorporation, by-law, comparable organizational document or other document or applicable law, to the extent executory, shall be rejected as of the Effective Date. 20

9.5 Insurance Policies. Notwithstanding anything to the contrary in the Plan, any insurance policy in effect as of the date of the Confirmation Hearing that provides insurance coverage to the Debtor or its officers, directors and employees, including the Chapter 11 Trustee shall remain in effect through its expiration in accordance with the terms and conditions of such policy. To the extent that any such policies are deemed to be an Executory Contract, then the Plan shall be deemed a motion to assume such policy with a cure amount of \$0.00 and the Confirmation of the Plan shall be deemed Bankruptcy Court approval of such assumption and a finding of a cure amount of \$0.00 with respect thereto. 20

ARTICLE X - DEBTOR'S CONTINUED EXISTENCE AFTER CONFIRMATION 21

10.1 Wind-Up of Affairs. The Debtor shall continue to exist after the Effective Date as the Liquidating Trustee winds up the affairs of the Debtor's Estate. Subject to and consistent with the terms of the Plan, the Confirmation Order, and the Liquidating Trustee Agreement, the Liquidating Trustee shall have all requisite power and authority dissolve the Debtor in accordance with applicable law at any time after the liquidation of all Estate assets and distribution of proceeds from the distribution. 21

ARTICLE XI -RESOLUTION OF CLAIMS 21

11.1 Objections to Claims. As of the Effective Date, the Liquidating Trustee shall have the exclusive right to object to the allowance of any Claim, regardless of whether such Claim is listed in the Debtor's Schedules. Except as otherwise provided in Section 11.3 hereof, objections to Claims shall be filed with the Bankruptcy Court not later than the Claims Objection Deadline, and served upon the holder of such Claim. Unless otherwise ordered by the Bankruptcy Court, objections to Claims may be litigated to judgment, settled or withdrawn. After the Effective Date, the Debtor shall not have any duty to review or investigate claims or prosecute any objections to the allowance of any Claim, provided, however, that the Liquidating Trustee may retain former employees of the Debtor or the Chapter 11 Trustee or their professionals to assist in the orderly transition to the Liquidating Trustee of the matters vesting in the Liquidating Trustee. 21

11.2 Disputed Claims. Distributions shall not be made with respect to any Disputed Claim until Allowed by a Final Order. The Liquidating Trustee may establish the Disputed Claims Reserve upon the availability of funds, by reserving a percentage in cash (the "Reserve Percentage") of the amount of all such Disputed Claims. The Liquidating Trustee may eliminate the reserve for any Claim upon its disallowance or other resolution. Distributions with respect to Disputed Claims shall be made within ten (10) days after the Disputed Claim becomes an Allowed Claim or as soon thereafter as is practicable. ... 21

11.3 Failure to File Proof of Claim. EXCEPT AS OTHERWISE PROVIDED IN THE PLAN OR THE CONFIRMATION ORDER, THE HOLDER OF ANY CLAIM THAT DID OR DOES NOT COMPLY WITH THE BAR DATE ORDER, THE ADMINISTRATIVE BAR DATE ORDER PREVIOUSLY ENTERED IN THIS CHAPTER 11 CASE AND/OR THE ADMINISTRATIVE BAR DATE FIXED BY THE PLAN SHALL BE BARRED FROM PARTICIPATING IN THE PLAN OR OBTAINING A DISTRIBUTION HEREUNDER UNLESS THE CLAIM IS A SCHEDULED CLAIM WHICH IS NOT LISTED AS DISPUTED, CONTINGENT OR DISPUTED. 21

11.4 Release of Liens Securing Disputed Claims. If a Secured Claim is a Disputed Claim, the Creditor holding such Claim shall be deemed to have released any Lien on its collateral, if any, pending allowance or disallowance of its Allowed Secured Claim, upon: (a) payment to the holder of such Disputed Claim the undisputed portion of such Secured Claim; and (b) the placement of the disputed portion thereof into escrow. 22

11.5 Preservation of Rights of Actions; Settlement of Litigation Claims and Avoidance Actions. Except as otherwise provided in the Plan, the Confirmation Order or in any document, instrument, release or other agreement entered into in connection with the Plan, in accordance with section 1123(b) of the Bankruptcy Code, the Estate shall retain the Litigation Claims and Avoidance Actions, which shall be transferred to the Liquidating Trustee on the Effective Date. The Liquidating Trustee may enforce, sue on, settle or compromise (or decline to do any of the foregoing) any or all of the Litigation Claims or Avoidance Actions. The failure of the Debtor to list a claim, right of action, suit or proceeding shall not constitute a waiver or release by the Debtor or its Estate of such claim, right of action, suit or proceeding.

ARTICLE XII - VESTING OF ASSETS AND 22

RETENTION OF CLAIMS BELONGING TO THE DEBTOR 22

12.1 Vesting of Assets. Except as otherwise explicitly provided in this Plan, on the Effective Date all rights and property comprising the Estate (including, without limitation, the Estate's Interest in the Dvorkin Related Entities) shall remain in the assets of the Debtor's Estate after the Effective Date to the same extent such Assets were held by the Debtor, free and clear of all Claims, Liens, charges, encumbrances, rights and Interests of creditors and Interest holders (other than as expressly provided in this Plan). As of the Effective Date, the Liquidating Trustee may use, acquire, and dispose of property and settle and compromise Claims subject only to those restrictions expressly imposed by this Plan, the Liquidating Trustee Agreement and the Confirmation Order..... 22

12.2 Litigation Claims, Avoidance Actions and Other Actions. Except as otherwise expressly provided herein, all Claims relating to post-Petition Date transactions under section 549 of the Bankruptcy Code, all transfers recoverable under section 550 of the Bankruptcy Code, all causes of action against any Person on account of indebtedness and any other causes of action in favor of the Debtor or the Estate, and all Litigation Claims and Avoidance Actions, except as otherwise set forth in this Plan or the Confirmation Order, are hereby preserved and retained for enforcement subsequent to the Effective Date exclusively by the Liquidating Trustee..... 22

12.3 Recoveries. To the extent that any proceeds are recovered from any Litigation Claim, Avoidance Action, or any other cause of action reserved for prosecution by the Liquidating Trustee pursuant to this Plan, such proceeds shall become Liquidating Trustee Assets. 22

ARTICLE XIII- EFFECT OF PLAN CONFIRMATION..... 22

13.1 Binding Effect. The Plan shall be binding upon and inure to the benefit of the Debtor, all present and former holders of Claims and Interests, and their respective successors and assigns. Unless otherwise provided in the Plan or the Confirmation Order, all injunctions and stays provided for in the Chapter 11 Case pursuant to sections 105 and 362 of the Bankruptcy Code or otherwise in effect on the Confirmation Date, will remain in full force and effect until the Effective Date. From and after the Effective Date, all Persons are permanently enjoined from, and restrained against, commencing or continuing in any court any suit, action or other proceeding, or otherwise asserting any claim or interest, seeking to hold (i) the Liquidating Trustee or the Debtor's Estate, or (ii) the property of the Debtor or its Estate, liable for any Claim, obligation, right, interest, debt or liability that has been released pursuant to the Plan. 22

13.3 Exculpation and Limitation of Liability. None of the Exculpated Persons shall have or incur any liability to any holder of a Claim or Interest for any act or omission in connection with, related to, or arising out of, the Chapter 11 case, the pursuit of confirmation of the Plan, the Consummation of the Plan or the administration of the Plan or the property to be distributed under the Plan and the Liquidating Trustee Agreement, except for willful misconduct or gross negligence, and, in all respects, the Debtor, the Chapter 11 Trustee, the

Liquidating Trustee, and the Exculpated Persons shall be entitled to rely upon the advice of Counsel with respect to their duties and responsibilities under the Plan...... 23

ARTICLE XIV - MISCELLANEOUS..... 24

14.1 Payment of U.S. Trustee's Fees. All fees payable pursuant to 28 U.S.C. § 1930 incurred after the Effective Date shall be paid by the Liquidating Trustee when due until the closing of the Chapter 11 Case. 24

14.2 No Admission Against Interest. Neither the filing of this Plan, the Disclosure Statement, nor any statement contained therein, is or shall be deemed an admission against interest. In the event that this Plan is not consummated, neither this Plan, the Disclosure Statement nor any statement contained therein may be used or relied upon in any manner in any suit, action, proceeding or controversy within or outside the Bankruptcy Court involving the Debtor or any of its former or present officers, directors or Interest holders. 24

14.3 No Waiver. Except as otherwise specifically provided herein, nothing set forth in this Plan or the Disclosure Statement shall be deemed a waiver or release of any claims, rights or causes of action against any Person other than the Debtor. 24

14.4 Post-Confirmation Notice. With the exception of the Debtor, the United States Trustee, and the members of the Oversight Committee, any Person desiring to remain on the Debtor's Bankruptcy Rule 2002 service list shall be required to file a request for continued service and to serve such request upon counsel to the Liquidating Trustee within 30 days subsequent to the Effective Date. Persons shall be notified of such continued notice requirements in the notice of entry of the Confirmation Order. Persons who do not file a request for continued service shall be removed from the Debtor's Bankruptcy Rule 2002 service list. 25

Pursuant to Bankruptcy Rule 2002 and any applicable local Bankruptcy Rules, notice of all post-Confirmation matters for which notice is required to be given shall be deemed sufficient if served upon counsel for the U.S. Trustee's Office, counsel to the Debtor, counsel to the Liquidating Trustee and all persons on the Debtor's Bankruptcy Rule 2002 service list. Further, for any sale of Estate asset or any asset of a Dvorkin Related Entity, notice shall be provided to all persons holding a security interest in the asset to be sold. Where an action is for the settlement of objections to a Claim, a Litigation Claim or Avoidance Action, or other litigation, notice shall be provided to the non-Debtor party..... 25

14.5 Plan Modification. This Plan may be altered, amended or modified before or after the Confirmation Date in accordance with section 1127 of the Bankruptcy Code..... 25

14.6 Revocation, Withdrawal or Non-Consummation. ASM Capital expressly reserves the right to revoke or withdraw the Plan at any time prior to the Confirmation Date and to file subsequent liquidation plans. If ASM Capital revokes or withdraws the Plan or if Confirmation or consummation does not occur, then (a) the Plan shall be null and void in all respects; (b) any settlement or compromise embodied in the Plan (including the fixing or limiting to an amount certain Claims or Class of Claims), assumption or rejection of executory contracts or unexpired leases affected by the Plan, and any document

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or agreement executed pursuant to the Plan shall be deemed null and void; and (c) nothing contained in the Plan shall (i) constitute a waiver or release of any Claims by or against, or any Interest in the Debtor, the Chapter 11 Trustee or ASM Capital or any other person; (ii) prejudice in any manner the rights of the Debtor, the Chapter 11 Trustee or ASM Capital; or (iii) constitute an admission of any sort by the Debtor, the Chapter 11 Trustee, ASM Capital, or any other such Person. 25

14.7 Setoff Against Claims. The Liquidating Trustee may setoff against any Claim, and the payments made or to be made pursuant to this Plan in respect of such Claim, any claims or causes of action of any nature whatsoever that such Liquidating Trustee or the Debtor may have against the holder of the Claim, but neither the failure to do so nor the allowance of such Claim shall constitute a waiver or release by the Liquidating Trustee or the Debtor of any claims, rights or causes of actions against the holder of the Claim. Any payment in respect of a disputed, unliquidated or contingent Claim shall be returned promptly to the Liquidating Trustee in the event and to the extent such Claims are determined by the Bankruptcy Court or any other court of competent jurisdiction not to be Allowed Claims. Confirmation of this Plan shall bar any right of setoff claimed by a Creditor unless such Creditor filed, prior to the Confirmation Date, a motion for relief from the automatic stay seeking the authority to effectuate such a setoff right. All defenses of the Liquidating Trustee with respect to any such motion are hereby preserved. 25

14.8 Further Action. The Liquidating Trustee and the Debtor are authorized to take any action necessary or appropriate to execute the provisions of this Plan. 25

14.9 Headings. The article and section headings used in this Plan are inserted for convenience and reference only and neither constitutes a part of this Plan nor in any manner affects the terms, provisions or interpretation of this Plan. 26

14.10 Administrative Expense Bar Date. No later than thirty (30) days after the Effective Date, any person asserting an Administrative Expense shall file with the Bankruptcy Court a request for allowance of an administrative expense, and serve a copy of the request for allowance of an administrative expense upon counsel for the Liquidating Trustee and the Office of the United States Trustee. **Any administrative claim that is not timely filed shall be denied and barred as untimely.** 26

14.11 Bar Date for Professional Fee Claims and Substantial Contribution Claims. All applications for the request for the final allowance of Professional Fee Claims shall be filed with the Bankruptcy Court and served upon former counsel to the Debtor, the Chapter 11 Trustee, counsel to the Chapter 11 Trustee, the U.S. Trustee, and counsel to the Liquidating Trustee, and all parties having requesting notice pursuant to Section 14.4 of the Plan (the “Professional Fee Service List”) on or before the date which is no later than the first business day thirty (30) days after the Effective Date (the “Professional Fee Claim Bar Date”). 26

Any party asserting a claim for substantial contribution pursuant to Section 503(b)(3) (a “Substantial Contribution Claim”), including without limitation, Garden City Group, for its role as balloting agent, or ASM Capital for its legal fees and expenses incurred in connection with the plan and disclosure statement process, shall file a motion seeking allowance of a claim for substantial contribution with the Bankruptcy

Court on or before the Professional Fee Claim Bar Date and serve the motion upon the Professional Fee Service List. 26

A hearing (the “Final Fee Hearing”) to consider the final allowance of all Professional Fee Claims and all Substantial Contribution Claims will be held as soon as practicable after the Professional Fee Claim Bar Date. The Liquidating Trustee shall file a notice of the Final Fee Hearing with the Court and serve a copy of the notice upon the Professional Fee Service List, which shall also include all parties that filed an application for a Professional Fee Claim or Substantial Contribution Claims. 26

14.12 Severability of Plan Provisions. If, prior to the Confirmation Date, any term of the Plan is determined by the Bankruptcy Court to be invalid, void or unenforceable, the Bankruptcy Court, at the request of the Debtor, will have the power to alter and interpret such term or provision to make it valid or enforceable to the maximum extent practicable, consistent with the original purpose of the term or provision held to be invalid, void or unenforceable, and such term or provision will then be applicable as altered or interpreted. Notwithstanding any such holding, alteration or interpretation, the remainder of the terms and provisions of the Plan will remain in full force and effect and will in no way be affected, impaired, or invalidated by such holding, alteration, or interpretation. The Confirmation Order will constitute a judicial determination and will provide that each term and provision of the Plan, as it may have been altered or interpreted in accordance with the foregoing, is valid and enforceable pursuant to its terms. 26

14.13 Governing Law. Except to the extent the Bankruptcy Code, the Bankruptcy Rules or other federal law is applicable, or to the extent otherwise provided in the Plan, the rights and obligations arising under this Plan shall be governed by, and construed and enforced in accordance with the laws of Illinois, without giving any effect to the principles of conflicts of law of such jurisdiction..... 26

ARTICLE IX- RETENTION OF JURISDICTION 27

15.1 Retention of Jurisdiction. Notwithstanding Confirmation of the Plan or occurrence of the Effective Date, the Bankruptcy Court shall retain such jurisdiction as is legally permissible, including, without limitation, for the following purposes: 27

(a) To determine the allowability, classification or priority of Claims upon objection by the Debtor, the Liquidating Trustee or any other party in interest entitled to file an objection, and the validity, extent, priority and nonavoidability of consensual and nonconsensual Liens and other encumbrances; 27

(b) To issue injunctions or take such other actions or make such other Orders as may be necessary or appropriate to restrain interference with the Plan or its execution or implementation by any Person, to construe and to take any other action to enforce and execute the Plan, the Confirmation Order or any other Order of the Bankruptcy Court, to issue such Orders as may be necessary for the implementation, execution, performance and consummation of the Plan and all matters referred to herein; 27

(c) To protect the property of the Debtor and the Liquidating Trustee, including the Litigation Claims and the Avoidance Actions, from claims against, or interference with, such property, including actions to quiet

or otherwise clear title to such property or to resolve any dispute concerning Liens, security interests or encumbrances on any property of the Debtor or the Liquidating Trustee; 27

(d) To determine any and all applications for allowance of Professional Fee Claims;..... 27

(e) To determine any Priority Employee Benefit Claims, Priority Tax Claims, Priority Wage Claims, Administrative Claims or any other request for payment of Claims or expenses entitled to priority under section 507(a) of the Bankruptcy Code; 27

(f) To resolve any dispute arising under or related to the implementation, execution, consummation or interpretation of the Plan, the Confirmation Order, the Liquidating Trustee Agreement and the making of distributions hereunder; 27

(g) To determine any and all motions related to the rejection, assumption or assignment of Executory Contracts; 27

(h) To determine all applications, motions, adversary proceedings, contested matters, actions, and any other litigated matters instituted in and prior to the closing of the Chapter II Case, including any remands;
27

(i) To modify the Plan under section 1127 of the Bankruptcy Code, remedy any defect, cure any omission, or reconcile any inconsistency in the Plan or the Confirmation Order so as to carry out its intent and purposes; 27

(j) To issue such Orders in aid of consummation of the Plan and the Confirmation Order notwithstanding any otherwise applicable non-bankruptcy law, with respect to any Person, to the full extent authorized by the Bankruptcy Code; 28

(k) To enable the Debtor or the Liquidating Trustee to prosecute any and all proceedings to set aside Liens or encumbrances to prosecute and/or settle any and all Litigation Claims, Avoidance Actions and preference claims and to recover any transfers, assets, properties or damages to which the Debtor may be entitled under applicable provisions of the Bankruptcy Code or any other federal, state or local laws except as may be waived pursuant to the Plan;..... 28

(l) To determine any state, local and federal tax liability pursuant to sections 346,505 and 1146 of the Bankruptcy Code; 28

(m) To enter and implement such Orders as may be appropriate in the event the Confirmation Order is for any reason stayed, revoked, modified or vacated; 28

(n) To resolve any disputes concerning whether a Person had sufficient notice of the Chapter 11 Case, the Bar Date Order, the Administrative Bar Date Order, the Administrative Bar Date, the hearing to consider approval of the Disclosure Statement or the Confirmation Hearing or for any other purpose; 28

- (p) To resolve any dispute or matter arising under or in connection with any Order of the Bankruptcy Court entered in the Chapter 11 Case; 28
- (q) To authorize sales of Assets as necessary or desirable and resolve objections, if any, to such sales; .. 28
- (r) To hear and resolve the Litigation Claims and Avoidance Actions; 28
- (s) To resolve any disputes concerning any release of a non-debtor hereunder or the injunction against acts, employment of process or actions against such non-debtor arising hereunder; 28
- (t) To approve any distributions, or objections thereto, under the Plan;..... 28
- (u) To approve any Claims settlement entered into or offset exercised by the Debtor or the Liquidating Trustee; 28
- (v) To oversee any dispute concerning improper or excessive draws under letters of credit issued for the account of the Debtor; and..... 28
- (w) To enter a final decree closing the Chapter 11 Case; and 28
- (y) To hear and determine any other matters related hereto and not inconsistent with the Bankruptcy Code. 28

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ARTICLE XVI - REQUEST FOR CONFIRMATION..... 29

IN WITNESS WHEREOF, ASM has executed this Chapter 11 Liquidating Plan dated January 23, 2015.
29

By: _____ 29

Douglas Wolfe, General counsel for ASM Capital IV, LP and ASM Capital V, LP, Plan Proponents 29

EXHIBITA 1

LIQUIDATING TRUSTEE AGREEMENT (TO BE PROVIDED) 1

INTRODUCTION

ASM Capital IV, LP and ASM Capital V, LP, each creditors of Dvorkin Holdings, LLC (the “Debtor”) hereby proposes the following liquidating plan (as amended, modified or supplemented, the “Plan”) to its Creditors and Interest holders. Reference is made to the Disclosure Statement Regarding Liquidating Plan (as may be amended, modified or supplemented, the “Disclosure Statement”) for a discussion of the Debtor's history and business and for a summary and analysis of the Plan.

All creditors entitled to vote on the Plan should review the Disclosure Statement before voting to accept or reject the Plan. In addition, there are other agreements and documents which have been filed which are referenced in the Plan and/or the Disclosure Statement and which are available for review. No solicitation materials, other than the Disclosure Statement and related materials transmitted therewith and approved by the Bankruptcy Court, have been authorized by the Bankruptcy Court for use in soliciting acceptances or rejections of the Plan.

ARTICLE I- DEFINITIONS

Except as otherwise specifically set forth in this Article I, definitions and rules of construction contained in sections 101 and 102 of the Bankruptcy Code shall be applicable. As used in this Plan, the following terms shall have the respective meanings specified below, unless the context requires otherwise.

1.1 “Administrative Bar Date” means the date that is thirty (30) days after the Effective Date for all Administrative Claims against the Debtor that accrued between February 27, 2013 and the Effective Date.

1.2 “Administrative Claim” means any Claim, timely filed, for payment of an administrative expense of a kind specified in sections 503(b) or 1114 (e)(2) of the Bankruptcy Code and entitled to priority pursuant to section 507(a)(1) of the Bankruptcy Code, including, but not limited to, (a) the actual, necessary, costs expenses, incurred after the Petition Date, of preserving the Estate and operating the business of the Debtor, including wages, salaries or commissions for services rendered after the Petition Date; (b) Professional Fee Claims; and (c) any fees or charges assessed against the Debtor's estate under Chapter 123 of Title 28 of the United States Code.

1.3 “Administrative Claims Reserve” means the reserve established and maintained pursuant to the Plan and the Confirmation Order to pay Administrative Claims which are not Allowed Claims on the Effective Date.

1.4 “Allowed” means, with respect to any Claim (including any Administrative Claim), (a) any Claim against the Debtor, proof of which was filed prior to the Bar Date (i) as to which no objection to the allowance thereof, or action to equitably subordinate or otherwise limit recovery with respect thereto, has been interposed prior to the Claims Objection Deadline, (ii) as to which no action has been commenced to avoid such Claim within the applicable period of limitation fixed by the Plan, or (iii) as to which an objection has been interposed, to the extent such Claim has been Allowed (whether in whole or in part) by a Final Order, (b) if no proof of Claim was so filed, any Claim against the Debtor that has been listed by the Debtor in its Schedule, as such Schedule was or may be amended from time to time in accordance with Rule

1009 of the Bankruptcy Rules prior to the closing of this Chapter 11 Case, as liquidated in amount and not disputed or contingent (or as to which the applicable proof of Claim has been withdrawn or disallowed) and not objected to by Debtor, the Liquidating Trustee, or other party-in-interest; (c) any Claim allowed under or pursuant to the terms of the Plan, or (d) any Claim to the extent that it has been allowed by a Final Order.

1.5 “Allowed Amount” means, with respect to a particular Claim: (a) if the holder of such Claim has not filed a proof of Claim by the Bar Date, the Scheduled Claim Amount; (b) if the holder of such Claim has filed a proof of Claim as prescribed by the Bar Date: (i) the amount stated in such proof of Claim if no objection to or motion pursuant to section 502(c)(1) of the Bankruptcy Code for estimation of such proof of Claim has been interposed within the Claims Objection Deadline; or (ii) such amount as shall be fixed, or estimated, as the case may be, by a Final Order of the Bankruptcy Court if an objection to or motion pursuant to section 502(c)(1) of the Bankruptcy Code for estimation of such proof of Claim has been interposed within the Claims Objection Deadline; or (c) with respect to an Administrative Claim, the amount of such Claim or such amount as shall be fixed by a Final Order of the Bankruptcy Court.

1.6 “Allowed ... Claim” means any Claim for which an Allowed Amount has been determined or which is otherwise Allowed pursuant to this Plan. Unless otherwise expressly provided in the Plan, the Confirmation Order or a Final Order, the term "Allowed ... Claim" shall not, for the purposes of computation of distributions under the Plan, include (a) any non-compensatory penalties, fines, punitive damages, exemplary damages, multiple damages, treble damages or any other claims or obligations that do not compensate for actual losses incurred or (b) any other amounts not allowable under the Bankruptcy Code or applicable law.

1.7 “Assets” means any and all of the right, title and interest of the Debtor in and to property of whatever type or nature, including, without limitation, any real estate, buildings, structures, improvements, privileges, rights, easements, leases, subleases, licenses, goods, materials, supplies, furniture, fixtures, equipment, work in process, accounts, chattel paper, cash, deposit accounts, reserves, deposits, contractual rights, intellectual property rights, claims, causes of action and any other general intangibles of the Debtor, as the case may be, including, without limitation, property of the Debtor's estate, as defined in section 541 of the Bankruptcy Code.

1.8 “ASM Capital” means ASM Capital IV, LP and ASM Capital V, LP, collectively.

1.9 “Avoidance Action” means any cause of action to avoid or recover a transfer of property of the Debtor's Estate or an interest of the Debtor in property, including, without limitation, actions arising under sections 506, 510, 541, 542, 544, 545, 549, 550 and 553 of the Bankruptcy Code and any other applicable federal or common law, including fraudulent transfers, whether or not litigation has been commenced with respect to such causes of action as of the Effective Date, except those Avoidance Actions previously waived by the Debtor or Chapter 11 Trustee pursuant to any Final Order of the Bankruptcy Court. Avoidance Actions shall not include any action to recover any transfers made during the 90 days immediately prior to bankruptcy pursuant to Section 547 of the Bankruptcy Code or to avoid any transfers as fraudulent conveyances pursuant to Section 548.

1.10 “Bankruptcy Code” means sections 101 et seq. of Title 11 of the United States

Code, as now in effect or hereafter amended.

1.11 “Bankruptcy Court” means the United States Bankruptcy Court for the Northern District of Illinois, or such other Court that may have jurisdiction over the Chapter 11 Case, including any United States District Court that may withdraw the statutory reference of the Debtor's Chapter 11 Case or any related proceedings pursuant to section 157(d) of Title 28 of the United States Code.

1.12 “Bankruptcy Rules” means the Federal Rules of Bankruptcy Procedure prescribed pursuant to section 2075 of Title 28 of the United States Code, as amended from time to time, including the local rules of the Bankruptcy Court, all as now in effect or hereafter amended.

1.13 “Bar Date” means February 27, 2013, or such other date fixed by the Bar Date Order.

1.14 “Bar Date Order” means the Order dated December 20, 2012, establishing: February 27, 2013 as the deadline for filing proofs of claim [D.I 171].

1.15 “Business Day” means any day except Saturday, Sunday or other day on which commercial banks in Chicago, IL are authorized by law to close.

1.16 “Cash” means cash and cash equivalents, including, but not limited, to bank deposits, wire funds, checks and legal tender of the United States.

1.17 “Chapter 11 Case” means the Chapter 11 case of the Debtor, bearing the case number 12-31336-JBS pending in the Bankruptcy Court for the Northern District of Illinois, Eastern Division.

1.18 “Chapter 11 Trustee” means [_____], not individually but solely in his capacity as a chapter 11 trustee for the Debtor's estate.

1.19 “Claim” means a claim, as set forth in section 101(5) of the Bankruptcy Code, against the Debtor or Debtor's Estate, whether or not asserted, known or unknown, contingent or non-contingent, whether arising before, on or after the Petition Date.

1.20 “Claim Objection Deadline” means the last day for filing objections to Claims or Interests, which day shall be (i) 120 days from the Effective Date or (ii) such other date as the Bankruptcy Court may order.

1.21 “Class” means a group of Claims or Interests that are substantially similar to each other within the meaning of the Bankruptcy Code, as classified pursuant to Article 3 of this Plan.

1.22 “Collateral” means any property or interest in property in the Debtor's Estate or a Dvorkin Related Entity subject to a Lien to secure the payment or performance of a Claim, which Lien is not subject to avoidance under the Bankruptcy Code or otherwise invalid under the Bankruptcy Code or applicable state laws.

1.23 “Confirmation” means entry of the Confirmation Order by the Bankruptcy Court.

1.24 “Confirmation Date” means the date that the Confirmation Order becomes a Final Order.

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1.25 “Confirmation Hearing” means the hearing to consider the confirmation of the Plan under section 1128 of the Bankruptcy Code, as such hearing may be adjourned or continued from time to time.

1.26 “Confirmation Order” means the Order confirming this Plan in accordance with Chapter 11 of the Bankruptcy Code.

1.27 “Convenience Claim” means any Claim asserting an Unsecured Claim in an amount less than \$250,000 on the Petition Date that is a general unsecured claim.

1.28 “Creditor” has the same meaning as set forth in section 101(10) of the Bankruptcy Code.

1.29 “Debtor” means Dvorkin Holdings, LLC which filed a petition under Chapter 11 of the Bankruptcy Code on the Petition Date.

1.30 “Disclosure Statement” means the Disclosure Statement Regarding Chapter 11 Liquidating Plan Proposed by ASM Capital

1.31 “Disputed Claim” means any Claim which is not an Allowed Claim, including, but not limited to, a Claim that is the subject of a pending application, motion, complaint or any other legal proceeding seeking to disallow, reduce, subordinate or estimate such Claim.

1.32 “Disputed Claims Reserve” means the reserve established and maintained pursuant to the terms of this Plan and the Confirmation Order which, on the date of the Initial Distribution, shall contain the amount of Cash or other property estimated for distribution on the Initial Distribution Date to holders of (a) Disputed Claims or contingent Claims, if such Claims had been undisputed or noncontingent Claims on the Initial Distribution Date, pending (i) the allowance of such Claims, (ii) the estimation of such Claims for purposes of distribution or (iii) the realization of the contingencies, and (b) unliquidated Claims, if such Claims had been liquidated on the Initial Distribution Date, such amount to be estimated by the Bankruptcy Court for distribution purposes or agreed upon, in absence of such estimation, by the Liquidating Trustee as sufficient to satisfy such unliquidated Claim upon such Claim's (x) allowance, (y) estimation for purposes of distribution, or (z) liquidation, pending the occurrence of such estimation, allowance, or liquidation.

1.33 “Distribution Date” means any date on which distributions are to be made pursuant to the terms of the Plan and the Confirmation Order.

1.34 “Dvorkin Guaranty” shall mean any guaranty by the Debtor to any holder of a secured claim on account of any obligation of a in any Dvorkin Related Entity.

1.35 “Dvorkin Related Entities” means the following entities, all of which the Debtor owned an interest on the Petition Date: 1055 W 175th (Homewood) LLC; 1101 Tower Road (Schaumburg) LLC; Plaza (Arlington Heights) Office LLC; 1230 S. Highland (Lombard) LLC; Farnsworth (Aurora) Landco LLC; 2200 South Main (Lombard) LLC; Trust 44203; Dan Holdings; 4949-5001 W. Oakton Retail (Skokie) LLC; 6200 N. Rockwell (Chicago) LLC; 700 Grand Ave, Chicago; Trust 94043; Caveman Vegas LLC; DTE Venture LLC; Kinman Enterprises LLC; Lynwood Land Co LLC; Sierra Office Solutions LLC; 11824 SW Highway (Palos Heights) LLC; 1941 Selmartin (Aurora) LLC; 975 Nerge (Roselle) LLC; Matteson LLC;

1920 S. Highland (Lombard) LLC; Flossmoor Commons (Retail) LLC; Flossmoor-Plaza DH Holdings LLC; Trust 43995; Trust 442021 Trust 97-7440; 1275 Davis (Elgin) LLC; 444 N. Wabash (Chicago) LLC; Trust 95-6296; 125-165 Dundee Road (Buffalo Grove) LLC; Trust 96-6875; 956 N. Neltnor (West Chicago) LLC; 2150 N. Clybourn (Chicago) LLC; 1000 N. Halstead LLC; Trust 95-6457; Trust 98-6811; 25210 W. Reed (Channahon) LLC; Trust 95-6249; 606 W. Roosevelt (Chicago) LLC; Trust 37330; Trust 42454; 920 Roosevelt (Chicago) LLC; Chicago Commercial LLC; 640-650 Lake St. LLC; Sterling 18th Street LLC; 560 West Washington (Chicago) LLC; Glenwood Residential LLC; Channahon Plaza LLC; 1611 Stewart (Chicago) LLC; and 328 S. Jefferson Chicago LLC.

1.36 “Dvorkin Related Entities Property” means any property owned by any of the Dvorkin Related Entities until the Debtor’s interest in the Dvorkin Related Entity owning that property is sold.

1.37 “Effective Date” means the first Business Day after the Confirmation Date on which all conditions to effectiveness set forth in Article 14 of this Plan have been satisfied.

1.38 “Entity” means entity as defined in section 101(15) of the Bankruptcy Code.

1.39 “Escrow Fund” means money held in escrow by the Liquidating Trustee for distribution to holders of Allowed Claims in Class 4 - General Unsecured Claims.

1.40 “Estate” means the estate of the Debtor created by section 541 of the Bankruptcy Code upon commencement of the Chapter 11 Case.

1.41 “Exculpated Person” means the Chapter 11 Trustee, the Liquidating Trustee, ASM Capital, and any Professional retained by the Chapter 11 Trustee, the Liquidating Trustee, or ASM Capital in this Chapter 11 Case.

1.42 “Executory Contract” means any executory contract or unexpired lease subject to section 365 of the Bankruptcy Code, between the Debtor and any other Person.

1.43 “Final Distribution” means the distribution under this Plan which sells all or substantially all of the remaining assets held by the Liquidating Trustee, including cash, of a value of less than \$5,000 or (ii) the Bankruptcy Court determines, upon motion of the Liquidating Trustee, that such distribution is the Final Distribution.

1.44 “Final Distribution Date” means the date of the Final Distribution by the Liquidating Trustee.

1.45 “Final Order” means an Order or a judgment which is not the subject of a pending appeal or petition for review, reconsideration or rehearing, and which has not been reversed, stayed, modified or amended and with respect to which the time to appeal from or to seek review, reconsideration or rehearing of such Order or judgment shall have expired.

1.46 “General Unsecured Claim” means any unsecured claim that is not a Priority Claim.

1.47 “Impaired” means, when used with reference to a Claim, a Claim that is impaired within the meaning of section 1124 of the Bankruptcy Code.

1.48 “Initial Distribution Date” means the date upon which the Liquidating Trustee

makes the first distribution to creditors pursuant to the terms of the Plan and the Confirmation Order.

1.49 “Interest” means (a) the legal, equitable, contractual or other rights of any Person with respect to stock of Dvorkin Holdings LLC, or any other equity membership interest in the Debtor and (b) the legal, equitable, contractual or other right of any Person to acquire or receive any of the foregoing.

1.50 “Lien” means any charge against or interest in property owned by the Debtor or any of the Dvorkin Related Entities to secure payment or performance of a claim, debt, or obligation.

1.51 “Litigation Claims” means the Claims, rights of action, suits or proceedings, whether in law or equity, whether known or unknown, that the Debtor or its Estate may hold against any Person, or that is deemed property of the Estate under the Plan or applicable bankruptcy law, which are retained by the Liquidating Trustee, including, but not limited to, the claims described in Exhibit A to this Plan, but excluding Claims released in the

1.52 “Liquidating Trustee” means the person designated by the Plan Proponents at least ten (10) days prior to the Confirmation Hearing and any successor thereto to wind up the Debtor's affairs from and after the Effective Date.

1.53 “Liquidating Trustee Agreement” means the agreement in substantially the form attached to the Plan as Exhibit A, as may be modified from time to time.

1.54 “Liquidating Trustee Assets” means all Assets of the Estate as of the Effective Date, including Litigation Claims and Avoidance Actions, which assets and any proceeds thereof shall be administered by the Liquidating Trustee pursuant to this Plan for the purpose of distribution in accordance with this Plan and the Confirmation Order.

1.55 “Oversight Committee” means the committee of three Persons appointed on the Effective Date to oversee the Liquidating Trustee, as may be modified pursuant to the terms of the Plan.

1.56 “Person” means an individual, limited liability company, corporation, partnership, association, trust or unincorporated organization, joint venture or other entity or a government or any agency or political subdivision thereof.

1.57 “Petition Date” means August 7, 2012.

1.58 “Plan” means this Chapter 11 Liquidating Plan Proposed by the Plan Proponents dated _____, 2015 and all exhibits hereto, either in its present form or as it may be amended, modified or supplemented from time to time.

1.59 “Priority Claim” means any Claim that is entitled to priority under section 507(a) of the Bankruptcy Code, but excluding Administrative Claims.

1.60 “Priority Claim Reserve” means the reserve established and maintained pursuant to the Plan and the Confirmation Order to pay Priority Claims which are not Allowed Claims on the Effective Date.

1.61 “Priority Employee Benefit Claim” means a Claim that is entitled to priority

under section 507(a)(4) of the Bankruptcy Code.

1.62 “Priority Tax Claim” means a Claim other than a claim secured by any Lien on property of the Debtor's Estate and which otherwise is entitled to priority under section 507(a)(8) of the Bankruptcy Code.

1.63 “Priority Wage Claim” means a Claim that is entitled to priority under section 507(a)(3) of the Bankruptcy Code.

1.64 “Professional” means any professional employed in the Chapter 11 Case pursuant to sections 327 or 328 or 1104 of the Bankruptcy Code or otherwise and any professional seeking compensation or reimbursement of expenses in connection with the Chapter 11 Case pursuant to sections 328, 330 or 503(b)(4) of the Bankruptcy Code.

1.65 “Professional Fee Claim” means a Claim of a Professional for compensation or reimbursement of costs and expenses relating to services incurred after the Petition Date and prior to or on the Effective Date.

1.66 “Professional Fee Claim Bar Date” means that day which is thirty (30) days after the Effective Date.

1.67 “Pro Rata” means, with respect to an Allowed Claim, the same proportion that the Allowed Amount of such Allowed Claim in any Class bears to: (a) the aggregate Allowed Amounts of all Allowed Claims of that particular Class; plus (b) the aggregate face amount of all Disputed Claims of that particular Class, as reduced from time to time as and to the extent that the Allowed Amounts, if any, of such Disputed Claims are determined.

1.68 “Rejection Damage Claims” means any proof of Claim filed in accordance with the Bar Date Order, this Plan or Confirmation Order, resulting from the rejection of an Executory Contract.

1.69 “Reserved Funds” means such amounts reserved pursuant to this Plan and the Confirmation Order for the purpose of providing a Distribution to Disputed Claims that become Allowed after the Effective Date, including the Administrative Claim Reserve, the Priority Claim Reserve, and the Disputed Claims Reserve, in such amounts as may be determined by the Liquidating Trustee.

1.70 “Schedules” means the Debtor's schedules of assets, liabilities, executory contracts and unexpired leases [Docket Nos. 20, 26], as may be amended, modified or supplemented from time to time, filed by the Debtor pursuant to section 521(1) of the Bankruptcy Code and Bankruptcy Rule 3003(b).

1.71 “Scheduled Claim Amount” means the amount of the Claim of a Creditor, as of the Petition Date, listed on the Debtor's Schedule, and not characterized therein as disputed, contingent or unliquidated.

1.72 “Secured Claim” means any Claim against the Debtor to the extent such Claim constitutes a Secured Claim under sections 506(a) or 1111(b) of the Bankruptcy Code.

1.73 “Secured Creditor” means any Creditor that holds a Secured Claim against the Debtor or any of the Dvorkin Related Entities.

1.74 “Solicitation Procedures Order” means the order dated _____, 2015 setting forth the terms and procedures of the solicitation of votes on the Plan and other related procedures.

1.75 “Taxes” means all taxes, charges, fees, levies or other assessments by any federal, state, local or foreign taxing authority, including, without limitation, income, excise, property, sales, transfer, use and occupancy, business privilege, net profits, occupation and withholding taxes, including any interest, penalties or additions attributable to or imposed on or with respect to such taxes, charges, fees, levies or other assessments.

1.76 “Unclaimed Property” means any distribution made on account of Claims or Interests that are unclaimed 90 days following the date of such distribution under this Plan.

1.77 “Unclaimed Property Reserve” means any Unclaimed Property of thirty (30) days by the Liquidating Trustee on behalf of holders of reserved for a period Unclaimed Property.

1.78 “Unimpaired Claim” means a Claim that is not Impaired under this Plan.

1.79 “Unsecured Claim” means a Claim against the Debtor, other than a Secured Claim, that is not (a) entitled to priority under section 507(a) of the Bankruptcy Code, including an Administrative Claim, or (b) subordinated pursuant to section 510 of the Bankruptcy Code.

1.80 “Unsecured Creditor” means any Creditor that holds an Unsecured Claim.

ARTICLE II- SUMMARY OF THIS PLAN

2.1 Plan Summary. This Plan provides for the liquidation and distribution of all of the Debtor’s Assets to Holders of Allowed Claims and, if applicable, Interests. Specifically, on the Effective Date, all Allowed Priority Claims , all Allowed Administrative Claims, other than Professional Fee Claims, and all Convenience Claims, will be paid in full on the Effective Date or as soon thereafter as practicable, and all Professional Fee Claims will be paid in full once they are allowed.

All Holders of Class 2 Allowed Secured Claims against the Debtor or holding Secured Claims against the Dvorkin Related Entities will have the option of either (i) retaining their property interests in the collateral, including the right to receive all payments due pursuant to any agreement until such time as the collateral is sold or (ii) electing to be treated as Class 4 Holders of Unsecured Claims based upon guaranties of the Debtor, and releasing all security interests in property owned by the Debtor and the Dvorkin Related Entities.

In the event that the Holder of a Secured Claim elects option (i) above and the sale of the collateral securing the Class 2 Secured Claim is insufficient to pay the Class 2 Secured Claim in full, the Holder of the Secured Claim will receive a deficiency claim effective upon the date of the sale of the Collateral, and such deficiency claim shall be treated as Class 4 General Unsecured Claim, with interest accruing at the rate of nine percent (9%) from the date of the sale of the collateral.

After payment of all Allowed Priority Claims, all Allowed Administrative Claims, and all Convenience Claims, in full, and after establishing a reserve for the Liquidating Trustee and his

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or her professionals, all Holders of Class 4 Allowed General Unsecured Claims will receive a Pro Rata distribution from all Cash held by the Liquidating Trustee. After payment on account of all Secured Claims, if any, and all expenses of the Liquidating Trust, Holders of Class 4 Allowed General Unsecured Claims will receive payment on account of their Class 4 General Unsecured Claims on a Pro Rata basis as the Liquidating Trustee liquidates the Estate's remaining assets, until such time as all Class 4 Allowed General Unsecured Claims are paid in full, including interest.

After all Class 4 Allowed General Unsecured Claims are paid in full, including interest, and after payment of or reserving for all expenses of the Liquidating Trust and his professionals, all proceeds from the liquidation of the Estate's remaining assets shall be paid to Holders Class 5 Interests on a Pro Rata basis.

Upon the full liquidation of all Estate assets and distribution of those assets as set forth herein, the Estate shall be deemed to be fully administered, and the Debtor shall be dissolved and the Liquidating Trustee shall file a motion to close the Chapter 11 case.

ARTICLE III -CLASSIFICATION OF CLAIMS AND INTERESTS

3.1 Class 1: Priority Claims. This Class consists of Claims entitled to priority under section 507(a) of the Bankruptcy Code, including, without limitation, Priority Wage Claims, Priority Employee Benefit Claims and Priority Tax Claims but excluding Administrative Claims. Class 3 is Unimpaired by this Plan and is deemed to have accepted this Plan pursuant to section 1126(1) of the Bankruptcy Code. In the event that any Priority Claim has already been paid in full, it shall not receive any further distribution under the Plan

3.2 Class 2: Secured Claims. This Class consists of all Secured Claims that are held by Persons with duly filed and perfected Liens, including Liens which are perfected by possession, against any part of the Debtor's Assets or any Asset of a Dvorkin Related Entity as of the Petition Date, subject to the requirements of Section 14.7 of this Plan regarding setoff, but excludes any claim that would otherwise qualify for inclusion in this Class and which is rendered an unsecured claim by virtue of section 506(a) of the Bankruptcy Code. Class 2 is Unimpaired by this Plan and is deemed to have accepted this Plan pursuant to section 1126(f) of the Bankruptcy Code.

3.3 Class 3: Convenience Claims. This class consists of General Unsecured Claims in an amount less than \$250,000 as of the Petition Date. All Allowed Convenience Claims shall be paid in full on the Effective Date, plus 9% interest from the Petition Date. Class 3 is Unimpaired by this Plan and is deemed to have accepted this Plan pursuant to section 1126(1) of the Bankruptcy Code. In the event that any Convenience Claim has already been paid in full, it shall not receive any further distribution under the Plan

3.4 Class 4: General Unsecured Claims. This Class consists of Allowed General Unsecured Claims, including all Allowed Rejection Damages Claims, and all Persons who otherwise would be entitled to Class 1 Secured Claims, but who have elected for their Allowed Claim to be treated as a Class 3 General Unsecured Claim. Class 3 is Impaired by this Plan and is entitled to vote on the Plan.

3.4 Class 5: Equity Interests. This Class consists of the shareholder and equity Interests in the Debtor. Class 4 is Impaired by this Plan, and is entitled to vote on this Plan.

ARTICLE IV - TREATMENT OF UNIMPAIRED CLAIMS AND CLASSES

4.1 Administrative Claims. Allowed Administrative Claims, other than Professional Fee Claims, shall be paid, in full satisfaction, settlement, release, and discharge of and in exchange for such Allowed Administrative Claim: (a) in accordance with the terms and conditions under which such Administrative Claims arose, (b) pursuant to any agreement between the Creditor and either the Chapter 11 Trustee, the Liquidating Trustee or the Debtor, (c) as otherwise provided by this Plan, or (d) in full in Cash on the Effective Date, or as soon thereafter as practicable.

In the event that an Administrative Claim is a Disputed Claim, the Liquidating Trustee shall establish an Administrative Claims Reserve which shall be held in escrow until entry of a Final Order pursuant to which such Claim is either disallowed or becomes an Allowed Claim. The Liquidating Trustee shall remit payment to the Holder of an Administrative Claim no later than ten (10) days after the entry of Final Order determining that the Holder's Administrative Claim is an Allowed Administrative Claim.

Allowed Professional Fee Claims shall be paid in full in Cash, in full satisfaction, settlement, release and discharge of and in exchange for such Allowed Professional Fee Claim, within ten (10) days after such Professional Fee Claims are approved by Final Order of the Bankruptcy Court. Allowed Professional Fee Claims shall be paid first from any retainer held by the applicable Professional, and second from the Estate Assets. In the event that any Professional is in possession of any portion of a retainer that exceeds that amount of the Allowed Professional Fee Claims, any remaining balance shall become Estate Assets, and the professional shall remit such excess amount to the Liquidating trustee within ten (10) Business Days after entry of a Final Order allowing or disallowing the Professional Fee Claim.

No Administrative Claim shall be entitled to payment of more than one hundred percent, of such Allowed Administrative Claim. Accordingly, in the event that any Administrative Claim has already been paid in full, it shall not receive any further distribution under the Plan, and if any Administrative Claim has already been paid in part, it shall receive only such distribution under the Plan necessary to pay such Administrative Claim in full.

4.2 Class 1 Priority Claims. On the Effective Date, or as soon thereafter as practicable, the Allowed Priority Claims, in full satisfaction, settlement, release and discharge of and in exchange for such Allowed Priority Claim, shall either (a) be paid in full in Cash or (b) receive such other treatment as the Liquidating Trustee and such Creditor agree to in writing. In the event that a Priority Claim is a Disputed Claim, the Liquidating Trustee shall establish a Priority Claims Reserve which shall be held in escrow until entry of a Final Order pursuant to which such Claim is either disallowed or becomes an Allowed Claim. The Liquidating Trustee shall remit payment to the Holder of a Priority Claim no later than ten (10) days after the entry of Final Order determining that the Priority Claim is an Allowed Claim.

No Priority Claim shall be entitled to payment of more than one hundred percent of such

Allowed Priority Claim. Accordingly, in the event that any Priority Claim has already been paid in full, it shall not receive any further distribution under the Plan, and if any Priority Claim has already been paid in part, it shall receive only such distribution under the Plan necessary to pay such Priority Claim in full.

4.3 Class 2 - Secured Claims. Holders of Secured Claims include Persons holding a security interest in the assets of the Debtor and Persons holding a security interest in the assets of the Dvorkin Related Entities. At any time prior to the hearing to consider confirmation of the Plan, the Holder of a Secured Claim may elect either of the following treatments on account of its claim: (i) retention of their security interest in the collateral, including the right to receive all payments due pursuant to any agreement until such time as the collateral is sold; (ii) electing to be treated as Class 3 Holders of Unsecured Claims in any amount that remains unpaid as of the Effective Date and releasing all security interests in property owned by the Debtor or the Dvorkin Related Entities; or (iii) such other treatment as the Liquidating Trustee and the Secured Creditor agree to in writing, after consultation and agreement by the Oversight Committee.

In the event that the Holder of Secured Claim elects option (i), and the sale of the collateral securing the Class 2 Secured Claim is insufficient to pay the Class 2 Secured Claim in full, the Holder of the Secured Claim will receive a deficiency claim effective upon the date of the sale of the Collateral, and such deficiency claim shall be treated as Class 3 General Unsecured Claim, with interest accruing at the rate of nine percent (9%) from the date of the sale of the collateral.

4.4 Class 3 – Convenience Claims. Class 3 consists of General Unsecured Claims which assert a claim of less than \$250,000 as of the Petition Date. All Allowed Convenience Claims will be paid in full, plus 9% interest from the Petition Date, on the Effective Date. No Convenience Claim will be entitled to any additional payment as a Class 4 General Unsecured Claim.

4.5 Class 5 - Interests. Class 5 consists of Interests in the Debtor. Once all Allowed Claims have been paid in full, and subject to the payment of expenses of the Liquidating Trust and his or her professionals, Holders of Interests shall receive a Pro Rata distribution from the liquidation of all remaining Estate assets on account of their Interests.

ARTICLES V- TREATMENT OF IMPAIRED CLASSES

5.1 Class 4 - General Unsecured Claims. Holders of Allowed Class 4 General Unsecured Claims shall receive their Pro Rata share of distributions to be made from time to time by the Liquidating Trustee from (a) the proceeds of the liquidation of the Estate assets, after payment of all Allowed Administrative Claims, including all Allowed Professional Fee Claims, all allowed Priority Claims, and All Allowed Secured Claims, taking into account a reasonable reserve for and payment of post-Effective Date fees and expenses of the Liquidating Trustee and the Liquidating Trustee's professionals.

All Class 4 General Unsecured Claims shall be entitled to interest from the Petition Date through the Effective Date at a rate of the higher of (i) either the contract rate, if applicable, or (ii) nine percent (9%). From the Effective Date through the date that such claims are satisfied, all Class 4 General Unsecured Claims shall be entitled to payment of interest of nine percent (9%).

ARTICLE VI- IMPLEMENTATION OF THIS PLAN

6.1 Appointment of the Liquidating Trustee. On the Effective Date, the Liquidating Trustee shall be appointed in accordance with the Liquidating Trustee Agreement attached hereto as Exhibit “A” to wind up the affairs of the Debtor and make distributions under the Plan.

6.2 The Liquidating Trustee. From and after the Effective Date, the Liquidating Trustee shall have the rights and powers set forth herein in order to carry out and implement the purposes and intent of this Plan subject to the Liquidating Trustee Agreement, the Plan and the Confirmation Order. Except as expressly set forth in the Liquidating Trustee Agreement, the Plan and the Confirmation Order, the Liquidating Trustee shall be the exclusive agent of the Debtor’s Estate under Title 11 for purposes of 31 U.S.C. § 3713(b) and 26 U.S.C. § 6012(b)(3).

6.3 Responsibilities of the Liquidating Trustee. Subject to the rights of the Oversight Committee as set forth herein and in the Liquidating Trustee Agreement, the responsibilities of the Liquidating Trustee under and this Plan shall include those set forth in the Liquidating Trustee Agreement, including, without limitation, the following: (a) the establishment and maintenance of such operating, reserve and trust account(s) as are necessary and appropriate to wind up the affairs of the Debtor; (b) the appropriate investment of the Cash; (c) the pursuit of objections to, estimations of and settlements of Claims, regardless of whether such Claim is listed in the Debtor’s Schedule; (d) the prosecution of any cause of action of the Debtor’s Estate not otherwise released under the Plan, including, without limitation, the Litigation Claims and Avoidance Actions; (e) the calculation and distribution of all distributions to be made under this Plan to holders of Allowed Claims; (f) the filing of all required tax returns and operating report and paying of taxes and all other obligations on behalf of the post-Effective Date Estate, if any; (g) the payment of fees pursuant to 28 U.S.C. § 1930 incurred after the Effective Date until the closing of the Chapter 11 Case; and (h) such other responsibilities as may be vested in the Liquidating Trustee pursuant to this Plan, the Liquidating Trustee Agreement, the Confirmation Order, other Bankruptcy Court Orders, or as otherwise may be necessary and proper to carry out the provisions of this Plan, wind up the Debtor’s affairs and close this Chapter 11 Case.

6.4 Powers of the Liquidating Trustee. Subject to the Liquidating Trustee Agreement and the rights of the Oversight, on and after the Effective Date, the Liquidating Trustee shall have the exclusive right to undertake each of the following:

- (a) Exercise all power and authority that may be or could have been exercised, commence all proceedings that may be or could have been commenced and take all actions that may be or could have been taken by any officer, director or shareholder of the Debtor with like effect as if authorized, exercised and taken by unanimous action of such officers, directors and shareholders, including, without limitation, amendment of the certificates of incorporation and by-laws of the Debtor and the dissolution of the Debtor;
- (b) Succeeds to all rights of the Debtor and Chapter 11 Trustee to manage and liquidate the Debtor’s assets and the assets of the Dvorkin Related Entities;

(c) Maintain accounts to make distributions to Holders of Allowed Claims and Interest provided for or contemplated by the Plan and take other actions consistent with the Plan and the implementation thereof, including the establishment, re-evaluation, adjustment and maintenance of appropriate reserves, in the name of the Liquidating Trustee;

(d) Object to any Claims (whether Disputed Claims or otherwise), compromise or settle any Claims prior to objection without supervision or approval of the Bankruptcy Court, free of any restrictions of the Bankruptcy Code, the Bankruptcy Rules, the local rules of the Bankruptcy Court, and the guidelines and requirements of the United States Trustee, other than those restrictions expressly imposed by the Plan, the Confirmation Order or the Liquidating Trustee Agreement;

(e) Make decisions, without further Bankruptcy Court approval, regarding the retention or engagement of professionals, employees and consultants and to pay the fees and charges incurred by the Liquidating Trustee on or after the Effective Date for fees and expenses of the Liquidating Trustee's professionals, disbursements, expenses or related support services relating to the winding down of the Debtor and implementation of the Plan without application to the Bankruptcy Court;

(f) Seek, a determination of tax liability under section 505 of the Bankruptcy Code, paying taxes, if any, related to the Debtor or the sale of non-Cash Assets of the Debtor, filing, if necessary, any and all required tax and information returns, making tax elections by and on behalf of the post-Effective Date Estate, and paying taxes, if any, due from the post-Effective Date Estate;

(g) Invest Cash as deemed appropriate by the Liquidating Trustee, as further set forth in the Liquidating Trustee Agreement;

(h) Collect any accounts receivable or other claims of the Debtor or the Estate not otherwise disposed of pursuant to the Plan or the Confirmation Order;

(i) Implement and/or enforce all provisions of this Plan, including entering into any agreement or executing any document required by or consistent with the Plan, the Confirmation Order and the Liquidating Trustee Agreement and perform all of the Debtor's obligations thereunder;

(j) Abandon in any commercially reasonable manner, including abandonment or donation to a charitable organization of his or her choice, any Assets if the Liquidating Trustee concludes that they are of no benefit to the Estate;

(k) Prosecute and/or settle Claims, without approval of the Bankruptcy Court, including, without limitation, Litigation Claims, Avoidance Actions, and other causes of action and exercise, participate in or initiate any proceeding before the Bankruptcy Court or any other court of appropriate jurisdiction and participate as a party or otherwise in any administrative, arbitral or other non-judicial proceeding and pursue to settlement or judgment such actions;

- (l) Purchase or create and carry all insurance policies and pay all insurance premiums and costs the Liquidating Trustee deems necessary or advisable;
- (m) Maintain any and all insurance policies of the Debtor providing coverage with respect to Claims;
- (n) Distribute all Assets of the Estate and proceeds therefrom pursuant to the Plan, the Confirmation Order and the Liquidating Trustee Agreement; and
- (o) Administer the winding up of the affairs of the Debtor, including filing a motion to close the Debtor's bankruptcy case.

Further, subject to the Liquidating Trustee Agreement and the rights of the Oversight Committee, the Liquidating Trustee has the authority and power to take all other actions and exercise such other powers that the Liquidating Trustee deems reasonably necessary or desirable with respect to administering the Plan so long as such actions and powers are not inconsistent the Plan, Confirmation Order, the Liquidating Trustee Agreement, other orders of the Bankruptcy Court.

6.5 Notice Requirement. Notwithstanding the foregoing, the Liquidating Trustee shall be required to provide ten (10) days' notice to the United States Trustee, the Oversight Committee, and any Person requesting notice pursuant to Section 14.4 of the Plan of the following actions: (a) the retention of professionals by the Liquidating Trustee; (b) the settlement of objections to Claims where the Claim as asserted exceeds \$200,000; (c) the settlement of any Litigation Claim or Avoidance Action, or other litigation where the amount demanded exceeds \$100,000; (d) the sale of any Asset of the Estate, including any asset of any Dvorkin Related Entities, where the sale price or book value exceeds \$50,000; and (e) the abandonment of any Asset of the Estate where the book value exceeds \$25,000.

6.6 Succeeding to Rights of Privilege/Work Product. The Liquidating Trustee shall stand in the same position as the Debtor and Chapter 11 Trustee with respect to any claim to an attorney-client privilege, the work product doctrine, or any other privilege against production, and the Liquidating Trustee shall succeed to all of the Debtor's and Chapter 11 Trustee's rights to preserve, assert or waive any such privilege.

6.7 Unclaimed Property. The Liquidating Trustee shall establish the Unclaimed Property Reserve for all Unclaimed Property. Such Unclaimed Property shall be held in a reserve, for a period of ninety (90) days, for the holders of Allowed Claims entitled thereto under the terms of this Plan and Confirmation Order. Once the distribution to Creditors under this Plan becomes Unclaimed Property, the Liquidating Trustee shall, subject to the limitations set forth herein, (a) hold such Unclaimed Property in the Unclaimed Property Reserve solely for the benefit of such Holder or Holders which have failed to claim such Unclaimed Property; and (b) release the Unclaimed Property from the Unclaimed Property Reserve and deliver to the Holder entitled thereto upon presentation of proper proof by such Holder of its entitlement thereto. After the expiration of ninety (90) days, the Holders of Allowed Claims theretofore entitled to such Unclaimed Property shall cease to be entitled thereto and shall be entitled to no further distribution under this Plan, and such Claims to the Unclaimed Property shall be deemed disallowed and expunged in their entirety and the funds shall be redistributed to the other Holders of Allowed Claims in accordance with the terms of this Plan, the Confirmation Order

and the Liquidating Trustee Agreement. Such funds shall not be subject to the escheat laws of any state, and in the event that any Holder of an Allowed Claims does not timely assert its entitlement to such distribution, such funds shall revert to the Estate.

6.8 Compensation of the Liquidating Trustee. The Liquidating Trustee shall be compensated as set forth in the Liquidating Trustee Agreement. Any professionals retained by the Liquidating Trustee shall be entitled to reasonable compensation for services rendered and reimbursement of expenses incurred, subject to approval by the Liquidating Trustee. The payment of fees and expenses of the Liquidating Trustee and its professionals shall be made in the ordinary course of business and shall not be subject to Bankruptcy Court approval, however such .

6.9 Sale Free and Clear of Liens. The sale or other disposition of any Estate assets or assets of the Dvorkin Related Entities by the Liquidating Trustee in accordance with this Plan and the Liquidating Trustee Agreement shall be free and clear of any and all liens, claims, interests and encumbrances pursuant to section 363(f) of the Bankruptcy Code, after notice and an opportunity for hearing, subject to notice pursuant to Section 14.4 of the Plan.

6.10 Transfer Taxes. Any transfer of all or any portion of the Estate assets or assets of the Dvorkin Related Entities pursuant to this Plan, including, without limitation, the transfer of Assets of the Estate or of the Dvorkin Related Parties shall constitute a “transfer under a plan” within the purview of section 1146(c) of the Bankruptcy Code and shall not be subject to any stamp tax or similar tax.

6.11 Litigation Claims and Avoidance Actions. The Liquidating Trustee shall have the sole right to pursue any Litigation Claims and Avoidance Actions, except those previously waived or released by the Debtor pursuant to any Final Order of the Bankruptcy Court, by informal demand and/or by the commencement of litigation. The Liquidating Trustee shall succeed as plaintiff or defendant in any adversary proceeding commenced by or against the Debtor that is pending on the Confirmation Date.

6.12 Records. On or prior to the Effective Date, the Chapter 11 Trustee shall transfer to the Liquidating Trustee all originals and/or copies of available documents and business records of the Debtor, to the extent they exist and are in the Chapter 11 Trustee's actual or constructive possession. The Liquidating Trustee shall maintain such records until the earlier of: (a) the entry of a Final Decree; or (b) five years from the filing of the Debtor's final tax returns. Thereafter, said records may be destroyed or otherwise disposed of by the Liquidating Trustee in accordance with applicable law. If the Liquidating Trustee seeks to destroy or otherwise dispose of any records of the Debtor's estate prior to the time periods set forth herein, such Liquidating Trustee shall be entitled to do so upon Order of the Bankruptcy Court obtained on motion on 20 days' notice upon any person requesting notice pursuant to Section 14.4 of the Plan.

6.13 Resignation of Officers and Directors. On the Effective Date, the members of the board of directors and executive officers of the Debtor shall be deemed to have resigned.

6.14 Oversight Committee. As more fully set forth in the Liquidating Trustee Agreement, on the Effective Date, the Oversight Committee shall be appointed.

a. **Constitution of Oversight Committee.** On the Effective Date, the

Oversight Committee shall be constituted of three persons, two (2) of which shall be designated by ASM Capital, and the third shall be Francine Dvorkin or her designee. Upon the receipt of payment of all Class 4 General Unsecured Claims, the designees of ASM Capital shall be deemed to have resigned, and Francine Dvorkin or her designee shall be the sole member of the Oversight Committee. ASM Capital or Francine Dvorkin may change their designee at any time without notice.

b. Service Upon the Oversight Committee. Consistent with the Liquidating Trustee Agreement, the Liquidating Trustee shall provide copies of all pleadings to all members of the Oversight Committee no less than three (3) days prior to filing such pleading with the Bankruptcy Court, unless either (i) the Oversight Committee waives such requirement or (ii) the timing for action reasonably necessitates the filing of an pleading without providing the Oversight Committee with three days' notice. All notice may be provided by the Liquidating Trustee to the members of the Oversight Committee by electronic mail.

c. Duties of the Oversight Committee. Consistent with the Liquidating Trustee Agreement, the Oversight Committee shall review and evaluate the actions of the Liquidating Trustee, and in the event that the majority of the members of the Oversight Committee disagree with any action (or inaction) by the Liquidating Trustee, they have the right to veto any decision by the Liquidating Trustee. Any veto by members of the Oversight Committee shall not be subject to review by any court, including the Bankruptcy Court. Every member of the Oversight Committee shall have standing to object to any action taken by the Liquidating Trustee or any matter in the Chapter 11 Case before the Bankruptcy Court.

d. Responsibilities of the Oversight Committee. Consistent with the Liquidating Trustee Agreement, the responsibilities of the members of the Oversight Committee shall be limited to exercising their business judgment in overseeing the Liquidating Trustee. The Oversight Committee shall have no fiduciary duties to the Estate or Liquidating Trust, and shall no liability in connection with its duties herein, except for willful misconduct or gross negligence, and, in all respects, the Oversight Committee shall be entitled to rely upon the information provided by the Liquidating Trustee.

e. Status Reports and Meetings. At least once every six months, the Liquidating Trustee shall provide Oversight Committee with a status report detailing the following: (i) all Cash held by the Estate, (ii) all Cash held in escrow for Administrative Claims Reserve, Priority Claims Reserve, and General Unsecured Claims Reserve; (iii) all sales of Estate assets and assets of the Dvorkin Related Entities conducted since the Effective Date and since the last status report; (iv) all remaining amounts to be paid on account of Allowed Claims; (v) all costs for administering the estate; and (vi) any other matters materially affecting distribution on account of Allowed General Unsecured Claims and Interests.

At any time after the Appointment of the Liquidating Trustee, any member of the Oversight Committee can call a meeting of the Oversight Committee to address any questions or issues with respect to the administration of the Estate. Such requests for a meeting shall be in writing and sent to the Liquidating Trustee and all other members of the Oversight Committee. The meeting shall be held telephonically and shall be no less than seven (7) days after the written request for a meeting, unless the Liquidating Trustee and all Oversight Committee agree to convene sooner. No minutes need be maintained at the meeting.

f. Payment to the Liquidating Trustee and His Professionals. Consistent with the Liquidating Trustee Agreement, the Liquidating Trustee and his or her professionals shall be entitled to payment on a monthly basis on account of their reasonable, necessary fees and expenses for services rendered and expenses incurred after the Effective Date. The Liquidating Trustee and his or her professionals do not need to file an application with the Bankruptcy Court; copies of all invoices by the Trustee and his or her professionals shall be remitted to the members of the Oversight Committee. In the event that any member of the Oversight Committee contests whether the fees and expenses of the Trustee or his Professionals are not reasonable or necessary, the Bankruptcy Court shall retain jurisdiction to determine whether fees or expenses should be allowed.

g. Removal of the Liquidating Trustee. Consistent with the Liquidating Trustee Agreement, at any time, a majority of the members of Oversight Committee may elect to terminate the Liquidating Trustee for any reason. Such termination shall not require a meeting between the Liquidating Trustee and the Oversight Committee. Such termination shall be in writing and served upon the Liquidating Trustee and the Liquidating Trustee's counsel, if any. Unless stated otherwise in writing, such termination shall be immediate and shall be without recourse. The Liquidating Trustee and his or her professionals shall be entitled for all fees earned and expenses incurred prior to his or her termination.

h. Successor Liquidating Trustee. Consistent with the Liquidating Trustee Agreement, in the event that the Liquidating Trustee is terminated for any reason other than the conclusion of the Chapter 11 Case after the distribution of all property in the Estate accordance with the terms of the Plan and Confirmation Order, the Majority of the Oversight Committee shall select a successor Liquidating Trustee. The Successor Liquidating Trustee shall succeed to all rights and obligations of the Liquidating Trustee under the Liquidating Trustee Agreement.

6.15 Termination of Liquidating Trustee. From his or her appointment on the Effective Date, the Liquidating Trust shall continue to serve until death, resignation, termination by the Oversight Committee, or the distribution of all property in accordance with the terms of the Plan and Confirmation Order and the entry of a final decree by the Bankruptcy Court closing this Chapter 11 Case. In the event that of death, resignation, or termination by the Oversight Committee, the Oversight Committee shall appoint a successor Liquidating Trustee in accordance with the terms of the Liquidating Trustee Agreement and as set forth herein.

ARTICLE VII-FUNDING AND DISBURSEMENTS

7.1 No Disbursing Agent. The Liquidating Trustee, pursuant to the Liquidating Trustee Agreement, shall make all distributions under the Plan on account of Allowed Claims against the Debtor. On the Effective Date, or as soon thereafter as practicable, the Liquidating Trustee, pursuant to the Liquidating Trustee Agreement, shall make distributions on account of Allowed Administrative Claims, Allowed Class Claims – Priority Claims, and Allowed Class 3 – Convenience Claims directly to the holders of such Claims. All other distributions or payments under the Plan shall be made by the Liquidating Trustee pursuant to the terms of the Plan, the Confirmation Order, and the Liquidating Trustee Agreement.

7.2 Bond or Surety. As soon after the Effective Date as practicable, and subject to the Liquidating Trustee Agreement, the Liquidating Trustee shall obtain a bond or other insurance, the cost of which shall be paid from the Estate Assets, for the Liquidating Trustee, the members of the Oversight Committee, or any employees, agents, representatives, or independent contractors employed by the Liquidating Trustee, including, without limitation, any tail coverage or other similar coverage.

7.3 Reserves - Payment of Disputed Claims. The Reserved Funds, including the Administrative Claim Reserve and the Disputed Claim Reserve, shall be segregated and held by the Liquidating Trustee on and after the Effective Date for, among other things, the payment of the portion of the Allowed Administrative Claims and Allowed Professional Fee Claims for which allowance by the Bankruptcy Court is pending or which are Disputed Claims. If an Administrative Claim or Professional Fee Claim for which allowance is pending becomes an Allowed Claim, such Claim shall be paid by the Liquidating Trustee from the Reserved Funds within ten (10) days after, and to the extent that, any such pending Administrative Claim becomes an Allowed Claim. If a portion of an Administrative Claim is a Disputed Claim, the disputed portion of such Administrative Claim shall be paid in full in the same manner as provided in this Article 8 with respect to Allowed Administrative Claims within ten (10) days after, and to the extent that, such Disputed Claim becomes an Allowed Administrative Claim.

7.4 Cash Payments. Cash payments made pursuant to the Plan shall be in U.S. funds. Unless otherwise agreed to by the payor and payee, distributions under the Plan shall be made by check or such other commercially reasonable manner as the Liquidating Trustee shall determine in its sole discretion in accordance with applicable law.

7.5 Sources of Cash for Plan Distributions. Except as otherwise provided in the Plan or the Confirmation Order, all Cash necessary for the Liquidating Trustee to make payments pursuant to the Plan to holders of Allowed Claims against the Debtor shall be obtained from (a) Cash balances of the Estate or (b) Cash proceeds from the liquidation of the remaining non-Cash Liquidating Trustee Assets, including, without limitation, any Litigation Claims, Avoidance Actions, or tax refunds.

7.6 Distribution on Account of Allowed Claims. Except as otherwise provided in the Plan, the Confirmation Order, the Liquidating Trustee Agreement or as otherwise ordered by the Bankruptcy Court, distributions on account of Allowed Claims shall be made on the Initial Distribution Date, or as soon as practicable thereafter, or if Allowed after the Effective Date, on

the next Distribution Date. Any payment or distribution required to be made under the Plan shall be made on the next succeeding Business Day.

7.7 Fractional Dollars: De Minimis Distributions. Notwithstanding any other provision of the Plan, the Liquidating Trustee shall not be required to make distributions or payments of fractions of dollars, and whenever any payment of a fraction of a dollar under the Plan would otherwise be called for, the actual payment made shall reflect a rounding down of such fraction to the nearest whole dollar. In addition, the Liquidating Trustee shall not be required to make any distribution in an amount less than \$10.00. To the extent that such a distribution shall be called for as part of any interim distribution, the Liquidating Trustee shall establish a reserve for all distributions in the amount of less than \$10.00 and shall, when and if the holder of a Claim is entitled to a distribution of \$10.00 or more, make such a distribution at such time. The Liquidating Trustee shall not be required to make any Final Distribution of less than \$10.00, and all monies otherwise payable in such amount shall be paid to the other holders of Allowed Claims, in accordance with the terms of the Plan, the Confirmation Order and Liquidating Trustee Agreement.

7.8 Delivery of Distributions to Holders of Allowed Claims. Distributions to holders of Allowed Claims shall be made at the address set forth in the Schedules unless such addresses are superseded by proofs of claim or transfers of claim filed pursuant to Bankruptcy Rule 3001 or at the last known address of such holders if the Liquidating Trustee has been notified in writing of a change of address. If the distribution to any holder of an Allowed Claim is returned to the Liquidating Trustee as undeliverable or otherwise unclaimed, such Unclaimed Property shall be held in a reserve as set forth in the Plan.

7.9 Distributions by the Liquidating Trustee. The Liquidating Trustee shall not be obligated to make a distribution that would impair the ability of the Liquidating Trustee to pay the expenses incurred by the Liquidating Trustee.

ARTICLE VIII- CONDITIONS TO CONFIRMATION AND CONSUMMATION OF THE PLAN

8.1 Conditions to Confirmation. The following shall be the only condition to confirmation: the Confirmation Order is entered by the Bankruptcy Court and is in form and substance reasonably satisfactory to ASM Capital.

8.2 Conditions to the Effective Date. The Effective Date shall not occur and the Plan shall not be consummated unless and until each of the following conditions has been satisfied or duly waived pursuant to Section 8.3 of the Plan: (i) the Bankruptcy Court shall have entered the Confirmation Order in form and substance reasonably satisfactory to ASM Capital, (ii) the Liquidating Trustee shall have been duly appointed and approved by the Bankruptcy Court, and entered into the Liquidating Trustee Agreement, (iii) all other actions, documents, and agreements reasonably determined by ASM Capital to be necessary to implement the Plan shall have been effected or executed, and (iv) the Confirmation Order shall have become a Final Order.

8.3 Waiver of Conditions to the Effective Date. The conditions to the Effective Date set forth in Section 8.2 of the Plan may be waived in whole or part in writing by ASM

Capital at any time without further Order.

ARTICLE IX - EXECUTORY CONTRACTS AND UNEXPIRED LEASES

9.1 Executory Contracts and Unexpired Leases. Except as otherwise provided in the Plan or the Confirmation Order, upon the Effective Date, all Executory Contracts which have not otherwise been rejected by the Debtor or Chapter 11 Trustee prior to the date on which the Plan is confirmed are hereby rejected under this Plan as of the date on which the Plan is confirmed, except: (a) any Executory Contract that is the subject of a separate motion to assume or assume and assign filed pursuant to section 365 of the Bankruptcy Code by the Debtor before the entry of the Confirmation Order, provided, however, that upon denial or withdrawal of any such motion, such Executory Contract shall automatically be rejected as if rejected hereunder as of the date on which the Plan is confirmed; (b) all Executory Contracts assumed under this Plan, if any, or by order of the Bankruptcy Court entered before the date on which the Plan is confirmed and not subsequently rejected pursuant to an order of the Bankruptcy Court; and (c) any agreement, obligation, security interest, transaction or similar undertaking that the Liquidating Trustee believes is not an Executory Contract that is later determined by the Bankruptcy Court to be an Executory Contract that is subject to assumption or rejection under section 365 of the Bankruptcy Code, which agreements shall be subject to assumption or rejection within 30 days of any such determination. Any order entered after the date on which the Plan is confirmed by the Bankruptcy Court, after notice and hearing, authorizing the rejection of an Executory Contract shall cause such rejection to be a pre-petition breach under sections 365(g) and 502(g) of the Bankruptcy Code, as if such relief were granted and such order were entered prior to the Confirmation Date.

9.2 Rejection Damage Claims. Persons who are parties to Executory Contracts that are rejected pursuant to this Plan and who claim damages by reason of such rejection shall become holders of Class 4 - General Unsecured Claims and shall be treated in the same manner as other Class 4 - General Unsecured Claims. ALL SUCH REJECTION DAMAGE CLAIMS SHALL BE FILED ON OR BEFORE THE EARLIER OF THIRTY (30) DAYS AFTER (A) THE EFFECTIVE DATE OR (B) THE ENTRY OF A FINAL ORDER REJECTING SUCH EXECUTORY CONTRACT, OR SHALL BE FOREVER BARRED.

9.3 Objections to Rejection Damage Claims. Objections to Rejection Damage Claims shall be filed by the Liquidating Trustee with the Bankruptcy Court prior to the later of (i) the Claims Objection Deadline or (ii) ninety (90) days after the filing of a claim for rejection damages. All objections to Rejection Damage Claims shall be served upon the holder of the Claim to which such objection is made.

9.4 Indemnification Obligations. Except as otherwise provided in the Plan, the Confirmation Order or in any contract, instrument, release, or other agreement or document entered into in connection with the Plan, any and all indemnification obligations that the Debtor has pursuant to a contract, instrument, agreement, certificate of incorporation, by-law, comparable organizational document or other document or applicable law, to the extent executory, shall be rejected as of the Effective Date.

9.5 Insurance Policies. Notwithstanding anything to the contrary in the Plan, any

insurance policy in effect as of the date of the Confirmation Hearing that provides insurance coverage to the Debtor or its officers, directors and employees, including the Chapter 11 Trustee shall remain in effect through its expiration in accordance with the terms and conditions of such policy. To the extent that any such policies are deemed to be an Executory Contract, then the Plan shall be deemed a motion to assume such policy with a cure amount of \$0.00 and the Confirmation of the Plan shall be deemed Bankruptcy Court approval of such assumption and a finding of a cure amount of \$0.00 with respect thereto.

ARTICLE X - DEBTOR'S CONTINUED EXISTENCE AFTER CONFIRMATION

10.1 Wind-Up of Affairs. The Debtor shall continue to exist after the Effective Date as the Liquidating Trustee winds up the affairs of the Debtor's Estate. Subject to and consistent with the terms of the Plan, the Confirmation Order, and the Liquidating Trustee Agreement, the Liquidating Trustee shall have all requisite power and authority dissolve the Debtor in accordance with applicable law at any time after the liquidation of all Estate assets and distribution of proceeds from the distribution.

ARTICLE XI - RESOLUTION OF CLAIMS

11.1 Objections to Claims. As of the Effective Date, the Liquidating Trustee shall have the exclusive right to object to the allowance of any Claim, regardless of whether such Claim is listed in the Debtor's Schedules. Except as otherwise provided in Section 11.3 hereof, objections to Claims shall be filed with the Bankruptcy Court not later than the Claims Objection Deadline, and served upon the holder of such Claim. Unless otherwise ordered by the Bankruptcy Court, objections to Claims may be litigated to judgment, settled or withdrawn. After the Effective Date, the Debtor shall not have any duty to review or investigate claims or prosecute any objections to the allowance of any Claim, provided, however, that the Liquidating Trustee may retain former employees of the Debtor or the Chapter 11 Trustee or their professionals to assist in the orderly transition to the Liquidating Trustee of the matters vesting in the Liquidating Trustee.

11.2 Disputed Claims. Distributions shall not be made with respect to any Disputed Claim until Allowed by a Final Order. The Liquidating Trustee may establish the Disputed Claims Reserve upon the availability of funds, by reserving a percentage in cash (the "Reserve Percentage") of the amount of all such Disputed Claims. The Liquidating Trustee may eliminate the reserve for any Claim upon its disallowance or other resolution. Distributions with respect to Disputed Claims shall be made within ten (10) days after the Disputed Claim becomes an Allowed Claim or as soon thereafter as is practicable.

11.3 Failure to File Proof of Claim. EXCEPT AS OTHERWISE PROVIDED IN THE PLAN OR THE CONFIRMATION ORDER, THE HOLDER OF ANY CLAIM THAT DID OR DOES NOT COMPLY WITH THE BAR DATE ORDER, THE ADMINISTRATIVE BAR DATE ORDER PREVIOUSLY ENTERED IN THIS CHAPTER 11 CASE AND/OR THE ADMINISTRATIVE BAR DATE FIXED BY THE PLAN SHALL BE BARRED FROM PARTICIPATING IN THE PLAN OR OBTAINING A DISTRIBUTION HEREUNDER UNLESS THE CLAIM IS A SCHEDULED CLAIM WHICH IS NOT LISTED AS DISPUTED, CONTINGENT OR DISPUTED.

11.4 Release of Liens Securing Disputed Claims. If a Secured Claim is a Disputed Claim, the Creditor holding such Claim shall be deemed to have released any Lien on its collateral, if any, pending allowance or disallowance of its Allowed Secured Claim, upon: (a) payment to the holder of such Disputed Claim the undisputed portion of such Secured Claim; and (b) the placement of the disputed portion thereof into escrow.

11.5 Preservation of Rights of Actions; Settlement of Litigation Claims and Avoidance Actions. Except as otherwise provided in the Plan, the Confirmation Order or in any document, instrument, release or other agreement entered into in connection with the Plan, in accordance with section 1123(b) of the Bankruptcy Code, the Estate shall retain the Litigation Claims and Avoidance Actions, which shall be transferred to the Liquidating Trustee on the Effective Date. The Liquidating Trustee may enforce, sue on, settle or compromise (or decline to do any of the foregoing) any or all of the Litigation Claims or Avoidance Actions. The failure of the Debtor to list a claim, right of action, suit or proceeding shall not constitute a waiver or release by the Debtor or its Estate of such claim, right of action, suit or proceeding.

ARTICLE XII - VESTING OF ASSETS AND RETENTION OF CLAIMS BELONGING TO THE DEBTOR

12.1 Vesting of Assets. Except as otherwise explicitly provided in this Plan, on the Effective Date all rights and property comprising the Estate (including, without limitation, the Estate's Interest in the Dvorkin Related Entities) shall remain in the assets of the Debtor's Estate after the Effective Date to the same extent such Assets were held by the Debtor, free and clear of all Claims, Liens, charges, encumbrances, rights and Interests of creditors and Interest holders (other than as expressly provided in this Plan). As of the Effective Date, the Liquidating Trustee may use, acquire, and dispose of property and settle and compromise Claims subject only to those restrictions expressly imposed by this Plan, the Liquidating Trustee Agreement and the Confirmation Order.

12.2 Litigation Claims, Avoidance Actions and Other Actions. Except as otherwise expressly provided herein, all Claims relating to post-Petition Date transactions under section 549 of the Bankruptcy Code, all transfers recoverable under section 550 of the Bankruptcy Code, all causes of action against any Person on account of indebtedness and any other causes of action in favor of the Debtor or the Estate, and all Litigation Claims and Avoidance Actions, except as otherwise set forth in this Plan or the Confirmation Order, are hereby preserved and retained for enforcement subsequent to the Effective Date exclusively by the Liquidating Trustee.

12.3 Recoveries. To the extent that any proceeds are recovered from any Litigation Claim, Avoidance Action, or any other cause of action reserved for prosecution by the Liquidating Trustee pursuant to this Plan, such proceeds shall become Liquidating Trustee Assets.

ARTICLE XIII- EFFECT OF PLAN CONFIRMATION

13.1 Binding Effect. The Plan shall be binding upon and inure to the benefit of the Debtor, all present and former holders of Claims and Interests, and their respective successors and assigns. Unless otherwise provided in the Plan or the Confirmation Order, all injunctions

and stays provided for in the Chapter 11 Case pursuant to sections 105 and 362 of the Bankruptcy Code or otherwise in effect on the Confirmation Date, will remain in full force and effect until the Effective Date. From and after the Effective Date, all Persons are permanently enjoined from, and restrained against, commencing or continuing in any court any suit, action or other proceeding, or otherwise asserting any claim or interest, seeking to hold (i) the Liquidating Trustee or the Debtor's Estate, or (ii) the property of the Debtor or its Estate, liable for any Claim, obligation, right, interest, debt or liability that has been released pursuant to the Plan.

13.2. Injunction Related to Rights of Action and Claims, Administrative Expenses and Interests. Except as provided herein, as of the Confirmation Date, all Entities that have held, currently hold or may hold a Claim, Administrative Expense, Interest or other debt or liability against or in the Debtor are permanently enjoined from taking any of the following actions against property of the Debtor or its Estate or the Liquidating Trustee on account of all or such portion of any such Claims, Administrative Expenses, Interests, debts or liabilities: (a) commencing or continuing, in any manner or in any place, any action or other proceeding; (b) enforcing, attaching, collecting or recovering in any manner any judgment, award, decree or order, (c) creating, perfecting or enforcing any lien or encumbrance; and (d) commencing or continuing, in any manner or in any place, any action that does not comply with or is inconsistent with the provisions of the Plan.

13.3 Exculpation and Limitation of Liability. None of the Exculpated Persons shall have or incur any liability to any holder of a Claim or Interest for any act or omission in connection with, related to, or arising out of, the Chapter 11 case, the pursuit of confirmation of the Plan, the Consummation of the Plan or the administration of the Plan or the property to be distributed under the Plan and the Liquidating Trustee Agreement, except for willful misconduct or gross negligence, and, in all respects, the Debtor, the Chapter 11 Trustee, the Liquidating Trustee, and the Exculpated Persons shall be entitled to rely upon the advice of Counsel with respect to their duties and responsibilities under the Plan.

13.4 Injunction Related to Exculpation. All Persons that have held, hold or may hold any claims against the any Exculpated Persons exculpated pursuant to Section 13.2 are (a) permanently enjoined from taking any of the following actions, except in the Bankruptcy Court, against the Debtor's Estate, or any of their property on account of any such Claims or Interests and (b) preliminarily enjoined from taking any of the following actions, except in the Bankruptcy Court, against the Debtor, or the Liquidating Trustee, or their property on account of such Claims or Interests: (i) commencing or continuing, in any manlier or in any place, any action or other proceeding; (ii) enforcing, attaching, collecting or recovering ill any manner any judgment, award, decree or order; (iii) creating, perfecting or enforcing any lien or encumbrance; (iv) asserting a setoff, right of subrogation or recoupment of any kind against any debt, liability or obligation due to the Debtor; and (c) commencing or continuing, in any manner or in any place, any action that does not comply with or is

ill consistent with the provisions of the Plan through the entry of a final decree in this Chapter 11 Case; provided, however, that nothing contained herein shall preclude such persons from exercising their rights pursuant to and consistent with the terms of the Plan; provided, further, however, except as expressly provided for in this Plan, the Plan does not release or otherwise affect any pre- or post- Effective Date Claim that any person may have against any non-Debtor party and shall not effect a discharge of the Debtor under section 1141(d) of the Bankruptcy Code.

13.5 Survival of Indemnification Obligations. Except as set forth in this Plan or in the Confirmation Order, the obligations of the Debtor or the Debtor's Estate to indemnify any past and present directors, officers, agents, employees and representatives, pursuant to certificates or articles of incorporation, by-laws, contracts and/or applicable statutes, in respect of all actions, suits and proceedings against any of such officers, directors, agents, employees, and representatives, shall not be discharged or impaired by, and shall survive, confirmation or consummation of this Plan. To the extent not already obtained, Liquidating Trustee shall purchase and maintain a tail policy for the director and officer insurance providing coverage for Debtor's directors and officers, including the Chapter 11 Trustee for a period of six (6) years after the Effective Date insuring such parties in respect of any claims, demands, suits, causes of action, or proceedings against such directors and officers based upon any act or omission related to such directors' and officers' service with, for, or on behalf of the Debtor in at least the amount and scope as currently maintained by the Debtor.

13.6 Satisfaction of Claims and Termination of Interests. Except as otherwise provided herein or in the Confirmation Order, all consideration distributed under this Plan shall be in exchange for, and in complete satisfaction, settlement, and release of, all Claims and Interests of any nature whatsoever against the Debtor or its Estate, assets, properties or interest in property, and regardless of whether any property shall have been distributed or retained pursuant to this Plan on account of such Claims and Interests.

ARTICLE XIV - MISCELLANEOUS

14.1 Payment of U.S. Trustee's Fees. All fees payable pursuant to 28 U.S.C. § 1930 incurred after the Effective Date shall be paid by the Liquidating Trustee when due until the closing of the Chapter 11 Case.

14.2 No Admission Against Interest. Neither the filing of this Plan, the Disclosure Statement, nor any statement contained therein, is or shall be deemed an admission against interest. In the event that this Plan is not consummated, neither this Plan, the Disclosure Statement nor any statement contained therein may be used or relied upon in any manner in any suit, action, proceeding or controversy within or outside the Bankruptcy Court involving the Debtor or any of its former or present officers, directors or Interest holders.

14.3 No Waiver. Except as otherwise specifically provided herein, nothing set forth in this Plan or the Disclosure Statement shall be deemed a waiver or release of any claims, rights or causes of action against any Person other than the Debtor.

14.4 Post-Confirmation Notice. With the exception of the Debtor, the United States Trustee, and the members of the Oversight Committee, any Person desiring to remain on the Debtor's Bankruptcy Rule 2002 service list shall be required to file a request for continued service and to serve such request upon counsel to the Liquidating Trustee within 30 days subsequent to the Effective Date. Persons shall be notified of such continued notice requirements in the notice of entry of the Confirmation Order. Persons who do not file a request for continued service shall be removed from the Debtor's Bankruptcy Rule 2002 service list.

Pursuant to Bankruptcy Rule 2002 and any applicable local Bankruptcy Rules, notice of all post-Confirmation matters for which notice is required to be given shall be deemed sufficient if served upon counsel for the U.S. Trustee's Office, counsel to the Debtor, counsel to the Liquidating Trustee and all persons on the Debtor's Bankruptcy Rule 2002 service list. Further, for any sale of Estate asset or any asset of a Dvorkin Related Entity, notice shall be provided to all persons holding a security interest in the asset to be sold. Where an action is for the settlement of objections to a Claim, a Litigation Claim or Avoidance Action, or other litigation, notice shall be provided to the non-Debtor party.

14.5 Plan Modification. This Plan may be altered, amended or modified before or after the Confirmation Date in accordance with section 1127 of the Bankruptcy Code.

14.6 Revocation, Withdrawal or Non-Consummation. ASM Capital expressly reserves the right to revoke or withdraw the Plan at any time prior to the Confirmation Date and to file subsequent liquidation plans. If ASM Capital revokes or withdraws the Plan or if Confirmation or consummation does not occur, then (a) the Plan shall be null and void in all respects; (b) any settlement or compromise embodied in the Plan (including the fixing or limiting to an amount certain Claims or Class of Claims), assumption or rejection of executory contracts or unexpired leases affected by the Plan, and any document or agreement executed pursuant to the Plan shall be deemed null and void; and (c) nothing contained in the Plan shall (i) constitute a waiver or release of any Claims by or against, or any Interest in the Debtor, the Chapter 11 Trustee or ASM Capital or any other person; (ii) prejudice in any manner the rights of the Debtor, the Chapter 11 Trustee or ASM Capital; or (iii) constitute an admission of any sort by the Debtor, the Chapter 11 Trustee, ASM Capital, or any other such Person.

14.7 Setoff Against Claims. The Liquidating Trustee may setoff against any Claim, and the payments made or to be made pursuant to this Plan in respect of such Claim, any claims or causes of action of any nature whatsoever that such Liquidating Trustee or the Debtor may have against the holder of the Claim, but neither the failure to do so nor the allowance of such Claim shall constitute a waiver or release by the Liquidating Trustee or the Debtor of any claims, rights or causes of actions against the holder of the Claim. Any payment in respect of a disputed, unliquidated or contingent Claim shall be returned promptly to the Liquidating Trustee in the event and to the extent such Claims are determined by the Bankruptcy Court or any other court of competent jurisdiction not to be Allowed Claims. Confirmation of this Plan shall bar any right of setoff claimed by a Creditor unless such Creditor filed, prior to the Confirmation Date, a motion for relief from the automatic stay seeking the authority to effectuate such a setoff right. All defenses of the Liquidating Trustee with respect to any such motion are hereby preserved.

14.8 Further Action. The Liquidating Trustee and the Debtor are authorized to take any action necessary or appropriate to execute the provisions of this Plan.

14.9 Headings. The article and section headings used in this Plan are inserted for convenience and reference only and neither constitutes a part of this Plan nor in any manner affects the terms, provisions or interpretation of this Plan.

14.10 Administrative Expense Bar Date. No later than thirty (30) days after the Effective Date, any person asserting an Administrative Expense shall file with the Bankruptcy Court a request for allowance of an administrative expense, and serve a copy of the request for allowance of an administrative expense upon counsel for the Liquidating Trustee and the Office of the United States Trustee. **Any administrative claim that is not timely filed shall be denied and barred as untimely.**

14.11 Bar Date for Professional Fee Claims and Substantial Contribution Claims. All applications for the request for the final allowance of Professional Fee Claims shall be filed with the Bankruptcy Court and served upon former counsel to the Debtor, the Chapter 11 Trustee, counsel to the Chapter 11 Trustee, the U.S. Trustee, and counsel to the Liquidating Trustee, and all parties having requesting notice pursuant to Section 14.4 of the Plan (the “Professional Fee Service List”) on or before the date which is no later than the first business day thirty (30) days after the Effective Date (the “Professional Fee Claim Bar Date”).

Any party asserting a claim for substantial contribution pursuant to Section 503(b)(3) (a “Substantial Contribution Claim”), including without limitation, Garden City Group, for its role as balloting agent, or ASM Capital for its legal fees and expenses incurred in connection with the plan and disclosure statement process, shall file a motion seeking allowance of a claim for substantial contribution with the Bankruptcy Court on or before the Professional Fee Claim Bar Date and serve the motion upon the Professional Fee Service List.

A hearing (the “Final Fee Hearing”) to consider the final allowance of all Professional Fee Claims and all Substantial Contribution Claims will be held as soon as practicable after the Professional Fee Claim Bar Date. The Liquidating Trustee shall file a notice of the Final Fee Hearing with the Court and serve a copy of the notice upon the Professional Fee Service List, which shall also include all parties that filed an application for a Professional Fee Claim or Substantial Contribution Claims.

14.12 Severability of Plan Provisions. If, prior to the Confirmation Date, any term of the Plan is determined by the Bankruptcy Court to be invalid, void or unenforceable, the Bankruptcy Court, at the request of the Debtor, will have the power to alter and interpret such term or provision to make it valid or enforceable to the maximum extent practicable, consistent with the original purpose of the term or provision held to be invalid, void or unenforceable, and such term or provision will then be applicable as altered or interpreted. Notwithstanding any such holding, alteration or interpretation, the remainder of the terms and provisions of the Plan will remain in full force and effect and will in no way be affected, impaired, or invalidated by such holding, alteration, or interpretation. The Confirmation Order will constitute a judicial determination and will provide that each term and provision of the Plan, as it may have been altered or interpreted in accordance with the foregoing, is valid and enforceable pursuant to its terms.

14.13 Governing Law. Except to the extent the Bankruptcy Code, the Bankruptcy Rules or other federal law is applicable, or to the extent otherwise provided in the Plan, the rights

and obligations arising under this Plan shall be governed by, and construed and enforced in accordance with the laws of Illinois, without giving any effect to the principles of conflicts of law of such jurisdiction.

ARTICLE IX- RETENTION OF JURISDICTION

15.1 Retention of Jurisdiction. Notwithstanding Confirmation of the Plan or occurrence of the Effective Date, the Bankruptcy Court shall retain such jurisdiction as is legally permissible, including, without limitation, for the following purposes:

- (a) To determine the allowability, classification or priority of Claims upon objection by the Debtor, the Liquidating Trustee or any other party in interest entitled to file an objection, and the validity, extent, priority and nonavoidability of consensual and nonconsensual Liens and other encumbrances;
- (b) To issue injunctions or take such other actions or make such other Orders as may be necessary or appropriate to restrain interference with the Plan or its execution or implementation by any Person, to construe and to take any other action to enforce and execute the Plan, the Confirmation Order or any other Order of the Bankruptcy Court, to issue such Orders as may be necessary for the implementation, execution, performance and consummation of the Plan and all matters referred to herein;
- (c) To protect the property of the Debtor and the Liquidating Trustee, including the Litigation Claims and the Avoidance Actions, from claims against, or interference with, such property, including actions to quiet or otherwise clear title to such property or to resolve any dispute concerning Liens, security interests or encumbrances on any property of the Debtor or the Liquidating Trustee;
- (d) To determine any and all applications for allowance of Professional Fee Claims;
- (e) To determine any Priority Employee Benefit Claims, Priority Tax Claims, Priority Wage Claims, Administrative Claims or any other request for payment of Claims or expenses entitled to priority under section 507(a) of the Bankruptcy Code;
- (f) To resolve any dispute arising under or related to the implementation, execution, consummation or interpretation of the Plan, the Confirmation Order, the Liquidating Trustee Agreement and the making of distributions hereunder;
- (g) To determine any and all motions related to the rejection, assumption or assignment of Executory Contracts;
- (h) To determine all applications, motions, adversary proceedings, contested matters, actions, and any other litigated matters instituted in and prior to the closing of the Chapter II Case, including any remands;
- (i) To modify the Plan under section 1127 of the Bankruptcy Code, remedy any defect, cure any omission, or reconcile any inconsistency in the Plan or the Confirmation Order so as to carry out its intent and purposes;

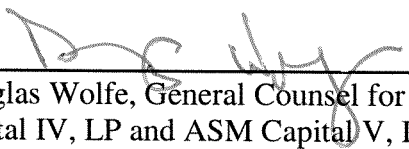
- (j) To issue such Orders in aid of consummation of the Plan and the Confirmation Order notwithstanding any otherwise applicable non-bankruptcy law, with respect to any Person, to the full extent authorized by the Bankruptcy Code;
- (k) To enable the Debtor or the Liquidating Trustee to prosecute any and all proceedings to set aside Liens or encumbrances to prosecute and/or settle any and all Litigation Claims, Avoidance Actions and preference claims and to recover any transfers, assets, properties or damages to which the Debtor may be entitled under applicable provisions of the Bankruptcy Code or any other federal, state or local laws except as may be waived pursuant to the Plan;
- (l) To determine any state, local and federal tax liability pursuant to sections 346,505 and 1146 of the Bankruptcy Code;
- (m) To enter and implement such Orders as may be appropriate in the event the Confirmation Order is for any reason stayed, revoked, modified or vacated;
- (n) To resolve any disputes concerning whether a Person had sufficient notice of the Chapter 11 Case, the Bar Date Order, the Administrative Bar Date Order, the Administrative Bar Date, the hearing to consider approval of the Disclosure Statement or the Confirmation Hearing or for any other purpose;
- (p) To resolve any dispute or matter arising under or in connection with any Order of the Bankruptcy Court entered in the Chapter 11 Case;
- (q) To authorize sales of Assets as necessary or desirable and resolve objections, if any, to such sales;
- (r) To hear and resolve the Litigation Claims and Avoidance Actions;
- (s) To resolve any disputes concerning any release of a non-debtor hereunder or the injunction against acts, employment of process or actions against such non-debtor arising hereunder;
- (t) To approve any distributions, or objections thereto, under the Plan;
- (u) To approve any Claims settlement entered into or offset exercised by the Debtor or the Liquidating Trustee;
- (v) To oversee any dispute concerning improper or excessive draws under letters of credit issued for the account of the Debtor; and
- (w) To enter a final decree closing the Chapter 11 Case; and
- (y) To hear and determine any other matters related hereto and not inconsistent with the Bankruptcy Code.

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ARTICLE XVI - REQUEST FOR CONFIRMATION

The Plan Proponents respectfully request confirmation of this Plan in accordance with Section 1129(a) and/or Section 1129(b) of the Bankruptcy Code.

IN WITNESS WHEREOF, ASM has executed this Chapter 11 Liquidating Plan dated January 23, 2015.

By: 
Douglas Wolfe, General Counsel for ASM
Capital IV, LP and ASM Capital V, LP,
Plan Proponents

EXHIBITA

LIQUIDATING TRUSTEE AGREEMENT (TO BE PROVIDED)

B6A (Official Form 6A) (12/07)

In re **Dvorkin Holdings, LLC**Case No. **12-31336**

Debtor

SCHEDULE A - REAL PROPERTY

Except as directed below, list all real property in which the debtor has any legal, equitable, or future interest, including all property owned as a cotenant, community property, or in which the debtor has a life estate. Include any property in which the debtor holds rights and powers exercisable for the debtor's own benefit. If the debtor is married, state whether husband, wife, both, or the marital community own the property by placing an "H," "W," "J," or "C" in the column labeled "Husband, Wife, Joint, or Community." If the debtor holds no interest in real property, write "None" under "Description and Location of Property."

Do not include interests in executory contracts and unexpired leases on this schedule. List them in Schedule G - Executory Contracts and Unexpired Leases.

If an entity claims to have a lien or hold a secured interest in any property, state the amount of the secured claim. See Schedule D. If no entity claims to hold a secured interest in the property, write "None" in the column labeled "Amount of Secured Claim." If the debtor is an individual or if a joint petition is filed, state the amount of any exemption claimed in the property only in Schedule C - Property Claimed as Exempt.

Description and Location of Property	Nature of Debtor's Interest in Property	Husband, Wife, Joint, or Community	Current Value of Debtor's Interest in Property, without Deducting any Secured Claim or Exemption	Amount of Secured Claim
4553 Vincennes, Chicago, Ill	Fee simple	-	300,000.00	180,000.00
520 E. 46th St, Chicago, Ill.		-	300,000.00	290,000.00
4423 S. Vincennes, Chicago, Ill.	Fee simple	-	50,000.00	0.00

Sub-Total > **650,000.00** (Total of this page)Total > **650,000.00**

(Report also on Summary of Schedules)

0 continuation sheets attached to the Schedule of Real Property

B6B (Official Form 6B) (12/07)

In re **Dvorkin Holdings, LLC**Case No. **12-31336**

Debtor

SCHEDULE B - PERSONAL PROPERTY

Except as directed below, list all personal property of the debtor of whatever kind. If the debtor has no property in one or more of the categories, place an "x" in the appropriate position in the column labeled "None." If additional space is needed in any category, attach a separate sheet properly identified with the case name, case number, and the number of the category. If the debtor is married, state whether husband, wife, both, or the marital community own the property by placing an "H," "W," "J," or "C" in the column labeled "Husband, Wife, Joint, or Community." If the debtor is an individual or a joint petition is filed, state the amount of any exemptions claimed only in Schedule C - Property Claimed as Exempt.

Do not list interests in executory contracts and unexpired leases on this schedule. List them in Schedule G - Executory Contracts and Unexpired Leases.

If the property is being held for the debtor by someone else, state that person's name and address under "Description and Location of Property." If the property is being held for a minor child, simply state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. §112 and Fed. R. Bankr. P. 1007(m).

Type of Property	N O N E	Description and Location of Property	Husband, Wife, Joint, or Community	Current Value of Debtor's Interest in Property, without Deducting any Secured Claim or Exemption
1. Cash on hand	X			
2. Checking, savings or other financial accounts, certificates of deposit, or shares in banks, savings and loan, thrift, building and loan, and homestead associations, or credit unions, brokerage houses, or cooperatives.		Belmont Bank 8250 W.elmont Ave. Chicago, Ill. 60634 Commercial Ch. Acct.	-	6,270.00
		MB Financial Chicago, Ill. Commercial checking acct.	-	405.00
		Suburban Bank and Trust 150 E. Butterfield Rd. Elmhurst, Ill. 60126 Commercial Checking Acct.	-	26,500.00
3. Security deposits with public utilities, telephone companies, landlords, and others.	X			
4. Household goods and furnishings, including audio, video, and computer equipment.	X			
5. Books, pictures and other art objects, antiques, stamp, coin, record, tape, compact disc, and other collections or collectibles.	X			
6. Wearing apparel.	X			
7. Furs and jewelry.	X			
8. Firearms and sports, photographic, and other hobby equipment.	X			
9. Interests in insurance policies. Name insurance company of each policy and itemize surrender or refund value of each.	X			

Sub-Total > **33,175.00**
(Total of this page)

B6B (Official Form 6B) (12/07) - Cont.

In re **Dvorkin Holdings, LLC**Case No. **12-31336**

Debtor

SCHEDULE B - PERSONAL PROPERTY
(Continuation Sheet)

Type of Property	N O N E	Description and Location of Property	Husband, Wife, Joint, or Community	Current Value of Debtor's Interest in Property, without Deducting any Secured Claim or Exemption
10. Annuities. Itemize and name each issuer.	X			
11. Interests in an education IRA as defined in 26 U.S.C. § 530(b)(1) or under a qualified State tuition plan as defined in 26 U.S.C. § 529(b)(1). Give particulars. (File separately the record(s) of any such interest(s). 11 U.S.C. § 521(c).)	X			
12. Interests in IRA, ERISA, Keogh, or other pension or profit sharing plans. Give particulars.	X			
13. Stock and interests in incorporated and unincorporated businesses. Itemize.	X			
14. Interests in partnerships or joint ventures. Itemize.		1000 N. Halsted LLC (50% interest)	-	750,000.00
		Mortgage with Belmont Bank guaranteed by Debtor for \$846,220		
		1101 Tower Rd. LLC	-	3,735,000.00
		Mortgage with Riversource Life guaranteed by Debtor for \$2,824,775		
		11824 Southwest Highway LLC	-	2,303,750.00
		Mortgage with Albany Bank guaranteed by Debtor for \$2,450,000, subject to foreclosure by Albany Bank		
		1230 South Highland LLC	-	1,000,000.00
		Mortgage with Belmont Bank guaranteed by Debtor for \$393,804		
		125-165 Dundee Rd. LLC (55% interest)	-	1,292,500.00
		Mortgage with Belmont Bank guaranteed by Debtor for \$491,748		
		1920 South Highland LLC (93% interest)	-	2,348,250.00
		Mortgage with Riversource Life guaranteed by Debtor for \$2,181,715		
		1941 Selmartin LLC (95% interest)	-	874,000.00
		Mortgage with Belmont Bank guaranteed by Debtor for \$656,831		

Sub-Total > **12,303,500.00**
(Total of this page)

Sheet **1** of **8** continuation sheets attached
to the Schedule of Personal Property

B6B (Official Form 6B) (12/07) - Cont.

In re Dvorkin Holdings, LLCCase No. 12-31336

Debtor

SCHEDULE B - PERSONAL PROPERTY

(Continuation Sheet)

Type of Property	N O N E	Description and Location of Property	Husband, Wife, Joint, or Community	Current Value of Debtor's Interest in Property, without Deducting any Secured Claim or Exemption
		25210 W. Reed (Channahon) LLC (50% interest) Mortgage with Belmont Bank guaranteed by Debtor for \$900,000	-	550,000.00
		444 N. Wabash LLC (60% interest) Mortgage with Belmont Bank guaranteed by Debtor for \$1,239,315	-	2,280,000.00
		4949-5001 W. Oakton Retail LLC Mortgage with First Merit Bank guaranteed by Debtor for \$1,499,165, subject to a foreclosure by First Merit Bank	-	1,425,000.00
		606 W. Roosevelt LLC (50% interest) Mortgage with First Merit Bank guaranteed by Debtor for \$2,100,000	-	1,815,000.00
		640-650 Lake St. LLC (52% interest) Mortgage with Belmont Bank guaranteed by Debtor for \$991,202	-	962,000.00
		920 Roosevelt (West Chicago) LLC (50% interest) Mortgage with First Merit Bank guaranteed by Debtor for \$1,300,000	-	700,000.00
		956 N. Neltnor (West Chicago) LLC (55% interest) Mortgage with Belmont Bank guaranteed by Debtor for \$1,157,848	-	1,320,000.00
		975 Nerge (Roselle) LLC Mortgage with 1st Merit Bank guaranteed by Debtor for \$2,549,000	-	2,375,000.00
		Channahon Plaza LLC (35% interest) Mortgage with 1st Nations Bank guaranteed by Debtor for \$2,507,562	-	735,000.00
		Chicago Commercial LLC (50% interest) Mortgage with Belmont Bank guaranteed by Debtor for \$408,589	-	250,000.00
		Plaza (Arlington Heights) Office LLC Mortgage with Riversource Life guaranteed by Debtor for \$6,202,650	-	5,740,000.00
		1 Transam Plaza (Oakbrook Terrace) LLC Subject to foreclosure proceeding by Blue Star Holdings LLC	-	0.00

Sub-Total > **18,152,000.00**
(Total of this page)

Sheet 2 of 8 continuation sheets attached
to the Schedule of Personal Property

B6B (Official Form 6B) (12/07) - Cont.

In re **Dvorkin Holdings, LLC**Case No. **12-31336**

Debtor

SCHEDULE B - PERSONAL PROPERTY

(Continuation Sheet)

Type of Property	N O N E	Description and Location of Property	Husband, Wife, Joint, or Community	Current Value of Debtor's Interest in Property, without Deducting any Secured Claim or Exemption
		2200 South Main (Lombard) LLC	-	0.00
		Subject to forbearance agreement with Blue Star Holdings LLC		
		1055 W 175th (Homewood) LLC	-	0.00
		Subect to foreclosure proceeding by Blue Star Holdings LLC		
		Caveman Vegas LLC	-	0.00
		DTE Venture LLC	-	0.00
		owns interest in Lynwood Land Co LLC subject to forbearance agreement		
		Sierra Office Solutions (50% interest)	-	0.00
		Owns office furniture in offic space at 1920 Highland, Lombard, Ill.		
		1275 Davis (Elgin) LLC (66% interest)	-	495,000.00
		Farnsworth (Aurora) Landco LLC (100% interest)	-	1,150,000.00
		Mortgage with MB Financial guaranteed by Debtor		
		1611 Stewart LLC (20% interest)	-	80,000.00
		Mortgage with Private Bank guaranteed by Debtor for \$505390		
		2150 N. Clybourn (Chicago) LLC (52% interest)	-	936,000.00
		Mortgage with Centier Bank guaranteed by Debtor for \$1,282,008		
		Matteson LLC (100% interest)	-	427,500.00
		Mortgage with Albany Bank guaranteed by Debtor for \$926,470		
		Sterling 18th St. LLC (45% interest)	-	8,595,000.00
		Mortgage with Bank guaranteed by Debtor for \$10,000,000		
		560 West Washington (Chicago) LLC (40% interest)	-	800,000.00
		Mortgage with First Merit Bank guaranteed by Debtor for \$990,000		
		6200 N. Rockwell (Chicago) LLC (100% interest)	-	125,000.00
		Mortgage with Schaumburg Bank and Trust guaranteed by Debtor for \$181,683, subject to foreclosure proceeding		

Sub-Total > **12,608,500.00**
(Total of this page)

Sheet **3** of **8** continuation sheets attached
to the Schedule of Personal Property

B6B (Official Form 6B) (12/07) - Cont.

In re **Dvorkin Holdings, LLC**Case No. **12-31336**

Debtor

SCHEDULE B - PERSONAL PROPERTY
(Continuation Sheet)

Type of Property	N O N E	Description and Location of Property	Husband, Wife, Joint, or Community	Current Value of Debtor's Interest in Property, without Deducting any Secured Claim or Exemption
		Flossmoor Commons (Retail) LLC (93% interest) Mortgage with First Merit in the amount of \$2,391,450 guaranteed by Debtor	-	3,338,700.00
		Flossmoor Plaza DH Holdings, LLC (93% interest) Mortgage with First Merit in the amount of \$2,080,708 guaranteed by Debtor	-	2,790,000.00
		Glenwood Residential LLC (40% interest) Mortgage with Schaumburg Bank and Trust in the amount of \$280,328 guaranteed by Debtor	-	100,000.00
		Kinman Enterprises LLC (100% interest) Mortgage with Schaumburg Bank and Trust in the amount of \$307,317 guaranteed by Debtor	-	390,000.00
		328 S. Jefferson (Chicago)SG LLC (12% interest) Mortgage with Wells Fargo in the amount of \$24,000,000 guaranteed by Debtor	-	3,420,000.00
		4949-5001 W. Oakton LLC Mortgage with First Merit in the amount of \$1,750,000 guaranteed by Debtor	-	1,200,000.00
		Lynwood DT Investors LLC owner of interest in Lynwood Land Co. LLC	-	0.00
		4949-5001 W. Oakton Residential Financing (Skokie) LLC owner of condo units at 4949-5001 W. Oakton Skokie, Ill. subject to First Mortgage held by First Merit in the amount of \$1,750,000 that has matured	-	1,200,000.00
15. Government and corporate bonds and other negotiable and nonnegotiable instruments.		Belmont Financial Group Inc. Convertible Subordinated Venture due July 15, 2016	-	50,000.00
16. Accounts receivable.		Ambry Estates Joint Venture Lynwood LLC amounts owed for loan to joint venture	-	1,173,569.00
		Epaminodas Karvelas Secured Promissory Note	-	27,000.00
		Amounts owed by Blue Star Gearings LLC for moneys borrowed from wholly or entirely owned entities in November, 2011 for buyout of loans from lenders holding mortgages on properties in which Dvorkin Holdings had interest	-	Unknown

Sub-Total > **13,689,269.00**
(Total of this page)

Sheet 4 of 8 continuation sheets attached
to the Schedule of Personal Property

B6B (Official Form 6B) (12/07) - Cont.

In re **Dvorkin Holdings, LLC**Case No. **12-31336**

Debtor

SCHEDULE B - PERSONAL PROPERTY

(Continuation Sheet)

Type of Property	NON E	Description and Location of Property	Husband, Wife, Joint, or Community	Current Value of Debtor's Interest in Property, without Deducting any Secured Claim or Exemption
17. Alimony, maintenance, support, and property settlements to which the debtor is or may be entitled. Give particulars.	X			
18. Other liquidated debts owed to debtor including tax refunds. Give particulars.	X			
19. Equitable or future interests, life estates, and rights or powers exercisable for the benefit of the debtor other than those listed in Schedule A - Real Property.		Equitable interest in 700 Grand Ave., Chicago, Ill. as a result of mistake in issuance of deed.	-	590,000.00
20. Contingent and noncontingent interests in estate of a decedent, death benefit plan, life insurance policy, or trust.		100% Beneficial interest in Trust 44203 which owns property at 3330-40 Dundee Rd. (Northbrook) LLC - Subject to foreclosure proceeding	-	0.00
		50% beneficial interest in Trust 95-6457, Chicago Title Land Trust Company as successor Trustee to Cole Taylor Bank as Trustee under Trust Number 95-6249, which owns property located at 400-490 Bonnie Lane, Elk Grove, Illinois subject to a mortgage held by International Bank in the of \$643,609	-	1,000,000.00
		50% beneficial interest in Trust 98-6811, Chicago Title Land Trust Company as successor Trustee to Cole Taylor Bank as Trustee under Trust Number 98-6811, which owns property located at 246 E. Janata, Lombard, Illinois subject to a mortgage held by Harris BMO Bank in the amount of \$2,613,895	-	1,075,000.00
		60% beneficial interest in Trust 95-6296, Chicago Title Land Trust Company as successor Trustee to Cole Taylor Bank as Trustee under Trust Number 95-6296, which owns property located at 479 Business Center, Mount Prospect, Illinois subject to a mortgage held by BMO Harris in the amount of \$740,000	-	499,999.80
		50% beneficial interest in Trust 95-6457, Chicago Title Land Trust Company as successor Trustee to Cole Taylor Bank as Trustee under Trust Number 95-6457, which owns property located at 1203-1213 Maple, Chicago, Illinois subject to a mortgage held by Lisle Savings Bank in the amount of \$643,609	-	1,000,000.00

Sub-Total > **4,164,999.80**
(Total of this page)

Sheet **5** of **8** continuation sheets attached
to the Schedule of Personal Property

B6B (Official Form 6B) (12/07) - Cont.

In re Dvorkin Holdings, LLCCase No. 12-31336

Debtor

SCHEDULE B - PERSONAL PROPERTY

(Continuation Sheet)

Type of Property	N O N E	Description and Location of Property	Husband, Wife, Joint, or Community	Current Value of Debtor's Interest in Property, without Deducting any Secured Claim or Exemption
		80% beneficial interest in Trust 97-7440, Chicago Title Land Trust Company as successor Trustee to Cole Taylor Bank as Trustee under Trust Number 97-7440, which owns property located at 8215 S. Kedzie, Chicago, Illinois subject to a mortgage held by Oxford Bank in the amount of \$589,632	-	800,000.00
		85% beneficial interest in Trust 44202, Chicago Title Land Trust Company as successor Trustee to Cole Taylor Bank as Trustee under Trust Number 44202, which owns property located at 3338 N. Clark, Chicago, Illinois subject to a mortgage held by Belmont Bank in the amount of \$1,479,000	-	2,449,700.00
		88% beneficial interest in Trust 43995, Chicago Title Land Trust Company as successor Trustee to Cole Taylor Bank as Trustee under Trust Number 43995, which owns property located at 621-649 W. Roosevelt Rd., Lombard, Illinois subject to a mortgage held by BMO Harris in the amount of \$443,994	-	827,200.00
		100% beneficial interest in Trust 94043, Chicago Title Land Trust Company as successor Trustee to Cole Taylor Bank as Trustee under Trust Number 94043, which owns property located at 840-844 W. Belden, Addison, Illinois subject to a mortgage held by BMO Harris in the amount of \$228,286	-	460,000.00
		50% beneficial interest in Trust 42454, Chicago Title Land Trust Company as successor Trustee to Cole Taylor Bank as Trustee under Trust Number 42454, which owns property located at 850 Meadowview Crossing, West Chicago, Illinois subject to a mortgage held by Belmont Bank in the amount of \$393,800	-	800,000.00
		50% beneficial interest in Trust 95-6249, Chicago Title Land Trust Company as successor Trustee to Cole Taylor Bank as Trustee under Trust Number 95-6249, which owns property located at 400-490 Bonnie Lane, Elk Grove, Illinois subject to a mortgage held by International Bank in the amount of \$410,000	-	740,000.00
		50% beneficial interest in Trust 37330, Chicago Title Land Trust Company as successor Trustee to Cole Taylor Bank as Trustee under Trust Number 37330, which owns property located at 696 E. Roosevelt Rd. Lombard, Illinois	-	1,000,000.00

Sub-Total > **7,076,900.00**
(Total of this page)

Sheet 6 of 8 continuation sheets attached
to the Schedule of Personal Property

B6B (Official Form 6B) (12/07) - Cont.

In re Dvorkin Holdings, LLCCase No. 12-31336

Debtor

SCHEDULE B - PERSONAL PROPERTY

(Continuation Sheet)

Type of Property	N O N E	Description and Location of Property	Husband, Wife, Joint, or Community	Current Value of Debtor's Interest in Property, without Deducting any Secured Claim or Exemption
		55% beneficial interest in Trust 96-6875, Chicago Title Land Trust Company as successor Trustee to Cole Taylor Bank as Trustee under Trust Number 96-6875, which owns property located at 811 Evergreen, Chicago, Illinois subject to a mortgage held by BMO Harris in the amount of \$1,270,000	-	715,000.00
		50% beneficial interest in Trust 37330, Chicago Title Land Trust Company as successor Trustee to Cole Taylor Bank as Trustee under Trust Number 37330, which owns property located at 696 Roosevelt Rd., Glen Ellyn, Illinois	-	500,000.00
21. Other contingent and unliquidated claims of every nature, including tax refunds, counterclaims of the debtor, and rights to setoff claims. Give estimated value of each.	X			
22. Patents, copyrights, and other intellectual property. Give particulars.	X			
23. Licenses, franchises, and other general intangibles. Give particulars.	X			
24. Customer lists or other compilations containing personally identifiable information (as defined in 11 U.S.C. § 101(41A)) provided to the debtor by individuals in connection with obtaining a product or service from the debtor primarily for personal, family, or household purposes.	X			
25. Automobiles, trucks, trailers, and other vehicles and accessories.	X			
26. Boats, motors, and accessories.	X			
27. Aircraft and accessories.	X			
28. Office equipment, furnishings, and supplies.		One Office furnitue set consisting of desk, executive chair, sitting table, chairs and shelving loctaed at 1 Trans Am Plaza, Oak Brook, ill.	-	1,500.00
29. Machinery, fixtures, equipment, and supplies used in business.	X			

Sub-Total > **1,216,500.00**
(Total of this page)

Sheet 7 of 8 continuation sheets attached
to the Schedule of Personal Property

B6B (Official Form 6B) (12/07) - Cont.

In re **Dvorkin Holdings, LLC**Case No. **12-31336**

Debtor

SCHEDULE B - PERSONAL PROPERTY

(Continuation Sheet)

Type of Property	N O N E	Description and Location of Property	Husband, Wife, Joint, or Community	Current Value of Debtor's Interest in Property, without Deducting any Secured Claim or Exemption
30. Inventory.	X			
31. Animals.	X			
32. Crops - growing or harvested. Give particulars.	X			
33. Farming equipment and implements.	X			
34. Farm supplies, chemicals, and feed.	X			
35. Other personal property of any kind not already listed. Itemize.	X			

Sub-Total > **0.00**
(Total of this page)
Total > **69,244,843.80**

Sheet **8** of **8** continuation sheets attached
to the Schedule of Personal Property

(Report also on Summary of Schedules)

B6D (Official Form 6D) (12/07)

In re **Dvorkin Holdings, LLC**Case No. **12-31336**

Debtor

SCHEDULE D - CREDITORS HOLDING SECURED CLAIMS

State the name, mailing address, including zip code, and last four digits of any account number of all entities holding claims secured by property of the debtor as of the date of filing of the petition. The complete account number of any account the debtor has with the creditor is useful to the trustee and the creditor and may be provided if the debtor chooses to do so. List creditors holding all types of secured interests such as judgment liens, garnishments, statutory liens, mortgages, deeds of trust, and other security interests.

List creditors in alphabetical order to the extent practicable. If a minor child is a creditor, the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. §112 and Fed. R. Bankr. P. 1007(m). If all secured creditors will not fit on this page, use the continuation sheet provided.

If any entity other than a spouse in a joint case may be jointly liable on a claim, place an "X" in the column labeled "Codebtor", include the entity on the appropriate schedule of creditors, and complete Schedule H - Codebtors. If a joint petition is filed, state whether the husband, wife, both of them, or the marital community may be liable on each claim by placing an "H", "W", "J", or "C" in the column labeled "Husband, Wife, Joint, or Community".

If the claim is contingent, place an "X" in the column labeled "Contingent". If the claim is unliquidated, place an "X" in the column labeled "Unliquidated". If the claim is disputed, place an "X" in the column labeled "Disputed". (You may need to place an "X" in more than one of these three columns.)

Total the columns labeled "Amount of Claim Without Deducting Value of Collateral" and "Unsecured Portion, if Any" in the boxes labeled "Total(s)" on the last sheet of the completed schedule. Report the total from the column labeled "Amount of Claim" also on the Summary of Schedules and, if the debtor is an individual with primarily consumer debts, report the total from the column labeled "Unsecured Portion" on the Statistical Summary of Certain Liabilities and Related Data.

☐ Check this box if debtor has no creditors holding secured claims to report on this Schedule D.

CREDITOR'S NAME AND MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	C O D E B T O R H W J C	Husband, Wife, Joint, or Community	D A T E C L A I M W A S I N C U R R E D, N A T U R E O F L I E N, A N D D E S C R I P T I O N A N D V A L U E O F P R O P E R T Y S U B J E C T T O L I E N	C O N T I N G E N T	U N L I Q U I D A T E D	D I S P U T E D	A M O U N T O F C L A I M W I T H O U T D E D U C T I N G V A L U E O F C O L L A T E R A L	U N S E C U R E D P O R T I O N, I F A N Y
Account No.			1st Mortgage					
Belmont Bank 8250 W. Belmont Ave. Chicago, IL 60634	-		4553 Vincennes, Chicago, Ill					
Value \$			300,000.00				180,000.00	0.00
Account No.			First Mortgage					
Belmont Bank 8250 W. Belmont Ave. Chicago, IL 60634	-		520 E. 46th St, Chicago, Ill.					
Value \$			300,000.00				290,000.00	0.00
Account No.			First Mortgage					
BMO Harris Bank 111 W. Monroe St. Chicago, IL 60603	-		Equitable interest in 700 Grand Ave., Chicago, Ill. as a result of mistake in issuance of deed.					
Value \$			590,000.00				550,000.00	0.00
Account No.								
Value \$								
Subtotal (Total of this page)							1,020,000.00	0.00
Total (Report on Summary of Schedules)							1,020,000.00	0.00

0 continuation sheets attached

Subtotal
(Total of this page)Total
(Report on Summary of Schedules)

B6E (Official Form 6E) (4/10)

In re Dvorkin Holdings, LLCCase No. 12-31336

Debtor

SCHEDULE E - CREDITORS HOLDING UNSECURED PRIORITY CLAIMS

A complete list of claims entitled to priority, listed separately by type of priority, is to be set forth on the sheets provided. Only holders of unsecured claims entitled to priority should be listed in this schedule. In the boxes provided on the attached sheets, state the name, mailing address, including zip code, and last four digits of the account number, if any, of all entities holding priority claims against the debtor or the property of the debtor, as of the date of the filing of the petition. Use a separate continuation sheet for each type of priority and label each with the type of priority.

The complete account number of any account the debtor has with the creditor is useful to the trustee and the creditor and may be provided if the debtor chooses to do so. If a minor child is a creditor, state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. § 112 and Fed. R. Bankr. P. 1007(m).

If any entity other than a spouse in a joint case may be jointly liable on a claim, place an "X" in the column labeled "Codebtor," include the entity on the appropriate schedule of creditors, and complete Schedule H-Codebtors. If a joint petition is filed, state whether the husband, wife, both of them, or the marital community may be liable on each claim by placing an "H," "W," "J," or "C" in the column labeled "Husband, Wife, Joint, or Community." If the claim is contingent, place an "X" in the column labeled "Contingent." If the claim is unliquidated, place an "X" in the column labeled "Unliquidated." If the claim is disputed, place an "X" in the column labeled "Disputed." (You may need to place an "X" in more than one of these three columns.)

Report the total of claims listed on each sheet in the box labeled "Subtotals" on each sheet. Report the total of all claims listed on this Schedule E in the box labeled "Total" on the last sheet of the completed schedule. Report this total also on the Summary of Schedules.

Report the total of amounts entitled to priority listed on each sheet in the box labeled "Subtotals" on each sheet. Report the total of all amounts entitled to priority listed on this Schedule E in the box labeled "Totals" on the last sheet of the completed schedule. Individual debtors with primarily consumer debts report this total also on the Statistical Summary of Certain Liabilities and Related Data.

Report the total of amounts not entitled to priority listed on each sheet in the box labeled "Subtotals" on each sheet. Report the total of all amounts not entitled to priority listed on this Schedule E in the box labeled "Totals" on the last sheet of the completed schedule. Individual debtors with primarily consumer debts report this total also on the Statistical Summary of Certain Liabilities and Related Data.

☒ Check this box if debtor has no creditors holding unsecured priority claims to report on this Schedule E.

TYPES OF PRIORITY CLAIMS (Check the appropriate box(es) below if claims in that category are listed on the attached sheets)

☐ **Domestic support obligations**

Claims for domestic support that are owed to or recoverable by a spouse, former spouse, or child of the debtor, or the parent, legal guardian, or responsible relative of such a child, or a governmental unit to whom such a domestic support claim has been assigned to the extent provided in 11 U.S.C. § 507(a)(1).

☐ **Extensions of credit in an involuntary case**

Claims arising in the ordinary course of the debtor's business or financial affairs after the commencement of the case but before the earlier of the appointment of a trustee or the order for relief. 11 U.S.C. § 507(a)(3).

☐ **Wages, salaries, and commissions**

Wages, salaries, and commissions, including vacation, severance, and sick leave pay owing to employees and commissions owing to qualifying independent sales representatives up to \$11,725* per person earned within 180 days immediately preceding the filing of the original petition, or the cessation of business, whichever occurred first, to the extent provided in 11 U.S.C. § 507(a)(4).

☐ **Contributions to employee benefit plans**

Money owed to employee benefit plans for services rendered within 180 days immediately preceding the filing of the original petition, or the cessation of business, whichever occurred first, to the extent provided in 11 U.S.C. § 507(a)(5).

☐ **Certain farmers and fishermen**

Claims of certain farmers and fishermen, up to \$5,775* per farmer or fisherman, against the debtor, as provided in 11 U.S.C. § 507(a)(6).

☐ **Deposits by individuals**

Claims of individuals up to \$2,600* for deposits for the purchase, lease, or rental of property or services for personal, family, or household use, that were not delivered or provided. 11 U.S.C. § 507(a)(7).

☐ **Taxes and certain other debts owed to governmental units**

Taxes, customs duties, and penalties owing to federal, state, and local governmental units as set forth in 11 U.S.C. § 507(a)(8).

☐ **Commitments to maintain the capital of an insured depository institution**

Claims based on commitments to the FDIC, RTC, Director of the Office of Thrift Supervision, Comptroller of the Currency, or Board of Governors of the Federal Reserve System, or their predecessors or successors, to maintain the capital of an insured depository institution. 11 U.S.C. § 507(a)(9).

☐ **Claims for death or personal injury while debtor was intoxicated**

Claims for death or personal injury resulting from the operation of a motor vehicle or vessel while the debtor was intoxicated from using alcohol, a drug, or another substance. 11 U.S.C. § 507(a)(10).

* Amount subject to adjustment on 4/01/13, and every three years thereafter with respect to cases commenced on or after the date of adjustment.

B6F (Official Form 6F) (12/07)

In re **Dvorkin Holdings, LLC**Case No. **12-31336**

Debtor

SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS

State the name, mailing address, including zip code, and last four digits of any account number, of all entities holding unsecured claims without priority against the debtor or the property of the debtor, as of the date of filing of the petition. The complete account number of any account the debtor has with the creditor is useful to the trustee and the creditor and may be provided if the debtor chooses to do so. If a minor child is a creditor, state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. §112 and Fed. R. Bankr. P. 1007(m). Do not include claims listed in Schedules D and E. If all creditors will not fit on this page, use the continuation sheet provided.

If any entity other than a spouse in a joint case may be jointly liable on a claim, place an "X" in the column labeled "Codebtor," include the entity on the appropriate schedule of creditors, and complete Schedule H - Codebtors. If a joint petition is filed, state whether the husband, wife, both of them, or the marital community may be liable on each claim by placing an "H," "W," "J," or "C" in the column labeled "Husband, Wife, Joint, or Community."

If the claim is contingent, place an "X" in the column labeled "Contingent." If the claim is unliquidated, place an "X" in the column labeled "Unliquidated." If the claim is disputed, place an "X" in the column labeled "Disputed." (You may need to place an "X" in more than one of these three columns.)

Report the total of all claims listed on this schedule in the box labeled "Total" on the last sheet of the completed schedule. Report this total also on the Summary of Schedules and, if the debtor is an individual with primarily consumer debts, report this total also on the Statistical Summary of Certain Liabilities and Related Data.

☐ Check this box if debtor has no creditors holding unsecured claims to report on this Schedule F.

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	C O D E B T O R	Husband, Wife, Joint, or Community	C O N T I N G E N T	U N L I Q U I D A T E D	D I S P U T E D	AMOUNT OF CLAIM
		H W J C				
Account No.						
Albany Bank 3400 W. Lawrence Ave. Chicago, IL 60625	-		X	X		Unknown
Account No.						
Belmont Bank 8250 W. Belmont Ave. Chicago, IL 60634	-		X	X		Unknown
Account No.						
Blue Star Holdings LLC c/o Michael Tuchman 2 N. LaSalle St, St. 1300 Chicago, IL 60602	-		X	X		Unknown
Account No.						
BMO Harris Bank 111 W. Monroe St. Chicago, IL 60603	-		X	X		Unknown
Subtotal (Total of this page)						0.00

4 continuation sheets attached

B6F (Official Form 6F) (12/07) - Cont.

In re **Dvorkin Holdings, LLC**Case No. **12-31336**

Debtor

SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS

(Continuation Sheet)

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	C O D E B O R	H U S B A N D W I F E J O I N T O R	Husband, Wife, Joint, or Community	C O N T I N G E N T	U N L I Q U I T E D	D I S P U T E D	AMOUNT OF CLAIM
			DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM. IF CLAIM IS SUBJECT TO SETOFF, SO STATE.				
Account No.			Personal Guaranty on loan				
Centier Bank Corporate Center 600 E. 84th Ave. Merrillville, IN 46410		-		X	X		Unknown
Account No.			Guarantee for loan to Lynwood Land Co. LLC				
Colfin Bulls Funding A LLC 2450 Broadway, 6th Fl Santa Monica, CA 90404		-		X	X		0.00
Account No.			Amount owed for lien on job				
Crown Construction and Development 1422 N. Kingsbury, St 3G Chicago, IL 60622		-		X	X	X	Unknown
Account No. 6830			Fees owed				
Dahl & Bonadies, LLC 330 N. LaSalle Street Suite 1500 Chicago, IL 60602		-					17,500.00
Account No.							
Dvorkin Holdings One Trans Am Plaza Dr. St. 120 Villa Park, IL 60181		-					Unknown
Subtotal (Total of this page)							17,500.00

Sheet no. **1** of **4** sheets attached to Schedule of
Creditors Holding Unsecured Nonpriority Claims

B6F (Official Form 6F) (12/07) - Cont.

In re Dvorkin Holdings, LLCCase No. 12-31336

Debtor

SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS
(Continuation Sheet)

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	C O D E B O R R	Husband, Wife, Joint, or Community	C O N T I N G U N S E C U R E D	U N S E C U R E D	D I S P U T E D	AMOUNT OF CLAIM
		DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM. IF CLAIM IS SUBJECT TO SETOFF, SO STATE.				
Account No.		Personal Guaranty on loans 1055 W 175th LLC (Homewood)				
First Merit Bank 106 S. Main St. Akron, OH 44308	-		X	X		Unknown
Account No.		Personal Guarantee on various LLC loans				
First Nations Bank 7757 W. Devon Ave. Chicago, IL 60631	-		X	X		Unknown
Account No.		Amounts owed for unpaid distributions by Channahon Plaza LLC				
Focus VI LLC 10526 W. Cermak Rd. Westchester, IL 60154	-			X	X	Unknown
Account No.		Personal Guaranty on Mortgage				
International Bank 5069 N. Broadway St Chicago, IL 60640	-		X	X		Unknown
Account No.		Personal Guaranty on loan				
MB Financial 800 W. Madison St. Chicago, IL 60607	-		X	X		Unknown
Subtotal (Total of this page)						0.00

Sheet no. 2 of 4 sheets attached to Schedule of
Creditors Holding Unsecured Nonpriority Claims

B6F (Official Form 6F) (12/07) - Cont.

In re **Dvorkin Holdings, LLC**Case No. **12-31336**

Debtor

SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS

(Continuation Sheet)

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	C O D E B O R R	H U S B A N D W I F E J O I N T O R	DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM. IF CLAIM IS SUBJECT TO SETOFF, SO STATE.	C O N T I N G E N T	U N L I Q U I T E D	D I S P U T E D	AMOUNT OF CLAIM
Account No. North Shore Bank 7800 Lincol Ave. Skokie, IL 60077		-	Personal Guarantee on Southwest Highway property in Matteson, LLC	X	X		Unknown
Account No. Oxford Bank and Trust 1111 W. 22nd St. St. 800 Oak Brook, IL 60523		-	Personal Guaranty on loan	X	X		Unknown
Account No. Private Bank 120 S. LaSalle Chicago, IL 60603		-	Personal Guaranty on loan	X	X		Unknown
Account No. Riversource Life Insurance Co. c/o Real Estate Loan Managment 25440 Ameriprise Financial Center Minneapolis, MN 55474		-	Personal Guarantee on various LLC loans	X	X		Unknown
Account No. Schaumburg Bank and Trust 1180 E. Higgins rd. Schaumburg, IL 60173		-	Personal Guaranty on loans	X	X		Unknown
Sheet no. 3 of 4 sheets attached to Schedule of Creditors Holding Unsecured Nonpriority Claims							Subtotal (Total of this page) 0.00

B6F (Official Form 6F) (12/07) - Cont.

In re **Dvorkin Holdings, LLC**Case No. **12-31336**

Debtor

SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS

(Continuation Sheet)

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	C O D E B O R	H W J C	Husband, Wife, Joint, or Community	C O N T I N G E N T	U N L I Q U I D A T E D	D I S P U T E D	AMOUNT OF CLAIM
			DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM. IF CLAIM IS SUBJECT TO SETOFF, SO STATE.				
Account No.			Judgment entered 2-24-12				
Texas 1845 LLC c/o Delaware Registry Ltd. 3511 Silverside Dr., St. 105 Wilmington, DE 19810		-				X	8,259,250.00
Account No.			Personal Guaranty on loan				
Wells Fargo Bank National Associati 464 California Street #100 San Francisco, CA 94104		-		X	X		Unknown
Account No.							
Account No.							
Account No.							

Sheet no. **4** of **4** sheets attached to Schedule of
Creditors Holding Unsecured Nonpriority ClaimsSubtotal
(Total of this page)**8,259,250.00**Total
(Report on Summary of Schedules)**8,276,750.00**

B6G (Official Form 6G) (12/07)

In re **Dvorkin Holdings, LLC**Case No. **12-31336**

Debtor

SCHEDULE G - EXECUTORY CONTRACTS AND UNEXPIRED LEASES

Describe all executory contracts of any nature and all unexpired leases of real or personal property. Include any timeshare interests. State nature of debtor's interest in contract, i.e., "Purchaser", "Agent", etc. State whether debtor is the lessor or lessee of a lease. Provide the names and complete mailing addresses of all other parties to each lease or contract described. If a minor child is a party to one of the leases or contracts, state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. §112 and Fed. R. Bankr. P. 1007(m).

☐ Check this box if debtor has no executory contracts or unexpired leases.

Name and Mailing Address, Including Zip Code, of Other Parties to Lease or Contract	Description of Contract or Lease and Nature of Debtor's Interest. State whether lease is for nonresidential real property. State contract number of any government contract.
Beitt Dan Lease	Lease on Unit 120, 1 Trans Am Plaza Drive, Oak Brook, IL 60181 non-residential property
Beverly Dvorkin 700 W. Grand - 5th Floor Chicago, IL 60654	Residential lease
McGrath Lexus of Westmont 500 E Ogden Avenue Westmont, IL 60559	201 E Lexus H5250H veh ID#JTHBB1BA8C 205005

In re **Dvorkin Holdings, LLC**Case No. **12-31336**

Debtor

SCHEDULE H - CODEBTORS

Provide the information requested concerning any person or entity, other than a spouse in a joint case, that is also liable on any debts listed by debtor in the schedules of creditors. Include all guarantors and co-signers. If the debtor resides or resided in a community property state, commonwealth, or territory (including Alaska, Arizona, California, Idaho, Louisiana, Nevada, New Mexico, Puerto Rico, Texas, Washington, or Wisconsin) within the eight year period immediately preceding the commencement of the case, identify the name of the debtor's spouse and of any former spouse who resides or resided with the debtor in the community property state, commonwealth, or territory. Include all names used by the nondebtor spouse during the eight years immediately preceding the commencement of this case. If a minor child is a codebtor or a creditor, state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. §112 and Fed. R. Bankr. P. 1007(m).

☐ Check this box if debtor has no codebtors.

NAME AND ADDRESS OF CODEBTOR	NAME AND ADDRESS OF CREDITOR
1000 N. Halsted LLC One Trans Am Plaza Dr. St. 120 Oak Brook Terrace, IL 60181	Belmont Bank 8250 W. Belmont Ave. Chicago, IL 60634
1101 Tower Rd. LLC One Trans Am Plaza Dr. St. 120 Villa Park, IL 60181	Riversource Life Insurance Co. c/o Real Estate Loan Managment 25440 Ameriprise Financial Center Minneapolis, MN 55474
11824 Southwest Highway LLC One Trans Am Plaza Dr. St. 120 Villa Park, IL 60181	Albany Bank 3400 W. Lawrence Ave. Chicago, IL 60625
1210 South Highland LLC One Trans Am Plaza Dr. St. 120 Villa Park, IL 60181	Belmont Bank 8250 W. Belmont Ave. Chicago, IL 60634
125-164 Dundee Rd. LLC One Trans Am Plaza Dr. St. 120 Villa Park, IL 60181	Belmont Bank 8250 W. Belmont Ave. Chicago, IL 60634
1611 Stewart LLC One Trans Am Plaza Dr. St. 120 Villa Park, IL 60181	Private Bank 120 S. LaSalle Chicago, IL 60603
1920 South Highland LLC One Trans Am Plaza Dr. St. 120 Villa Park, IL 60181	Riversource Life Insurance Co. c/o Real Estate Loan Managment 25440 Ameriprise Financial Center Minneapolis, MN 55474
1941 Selmartin LLC One Trans Am Plaza Dr. St. 120 Villa Park, IL 60181	Belmont Bank 8250 W. Belmont Ave. Chicago, IL 60634
2105 N. Clybourn (Chicago) LLC One Trans Am Plaza Dr. St. 120 Villa Park, IL 60181	Centier Bank Corporate Center 600 E. 84th Ave. Merrillville, IN 46410

In re Dvorkin Holdings, LLCCase No. 12-31336

Debtor

SCHEDULE H - CODEBTORS
(Continuation Sheet)

NAME AND ADDRESS OF CODEBTOR	NAME AND ADDRESS OF CREDITOR
25210 W. Reed (Channahon) LLC One Trans Am Plaza Dr. St. 120 Villa Park, IL 60181	Belmont Bank 8250 W. Belmont Ave. Chicago, IL 60634
328 S. Jefferson (Chicago) SG LLC One Trans Am Plaza Dr. St. 120 Villa Park, IL 60181	Wells Fargo Bank National Associati 464 California Street #100 San Francisco, CA 94104
444 N. Wabash LLC One Trans Am Plaza Dr. St. 120 Villa Park, IL 60181	Belmont Bank 8250 W. Belmont Ave. Chicago, IL 60634
4949 W. Oakton Res. Fin. Skokie LLC One Trans Am Plaza Dr. St. 120 Villa Park, IL 60181	Albany Bank 3400 W. Lawrence Ave. Chicago, IL 60625
4949-5001 W. Oakton Retail LLC One Trans Am Plaza Dr. St. 120 Villa Park, IL 60181	First Merit Bank 106 S. Main St. Akron, OH 44308
560 W. Washington (Chicago) LLC One Trans Am Plaza Dr. St. 120 Villa Park, IL 60181	First Merit Bank 106 S. Main St. Akron, OH 44308
606 W. Roosevelt LLC One Trans Am Plaza Dr. St. 120 Villa Park, IL 60181	First Merit Bank 106 S. Main St. Akron, OH 44308
6200 N. rockwell (Chicago) LLC One Trans Am Plaza Dr. St. 120 Villa Park, IL 60181	Schaumburg Bank and Trust 1180 E. Higgins rd. Schaumburg, IL 60173
640-650 Lake St. LLC One Trans Am Plaza Dr. St. 120 Villa Park, IL 60181	Belmont Bank 8250 W. Belmont Ave. Chicago, IL 60634
920 Roosevelt (West Chicago) LLC One Trans Am Plaza Dr. St. 120 Villa Park, IL 60181	First Merit Bank 106 S. Main St. Akron, OH 44308

In re **Dvorkin Holdings, LLC**Case No. **12-31336**

Debtor

SCHEDULE H - CODEBTORS

(Continuation Sheet)

NAME AND ADDRESS OF CODEBTOR	NAME AND ADDRESS OF CREDITOR
956 N. Neltnor (West Chicago) LLC One Trans Am Plaza Dr. St. 120 Villa Park, IL 60181	Belmont Bank 8250 W. Belmont Ave. Chicago, IL 60634
975 Nerge (Roselle) LLC One Trans Am Plaza Dr. St. 120 Villa Park, IL 60181	First Merit Bank 106 S. Main St. Akron, OH 44308
Channahon Plaza LLC One Trans Am Plaza Dr. St. 120 Villa Park, IL 60181	First Nations Bank 7757 W. Devon Ave. Chicago, IL 60631
Chicago Commercial LLC One Trans Am Plaza Dr. St. 120 Villa Park, IL 60181	Belmont Bank 8250 W. Belmont Ave. Chicago, IL 60634
Farnsworth (Aurora) Landco LLC One Trans Am Plaza Dr. St. 120 Villa Park, IL 60181	MB Financial 800 W. Madison St. Chicago, IL 60607
Flossmoor Commons (Retail) LLC One Trans Am Plaza Dr. St. 120 Villa Park, IL 60181	First Merit Bank 106 S. Main St. Akron, OH 44308
Flossmoor Plaza DH Holdings, LLC One Trans Am Plaza Dr. St. 120 Villa Park, IL 60181	First Merit Bank 106 S. Main St. Akron, OH 44308
Francine R. Dvorkin One Trans Am Plaza Drive Suite 120 Villa Park, IL 60181	McGrath Lexus of Westmont 500 E Ogden Avenue Westmont, IL 60559
Glenwood Residential LLC One Trans Am Plaza Dr. St. 120 Villa Park, IL 60181	Schaumburg Bank and Trust 1180 E. Higgins rd. Schaumburg, IL 60173
Kinman Enterprises LLC One Trans Am Plaza Dr. St. 120 Villa Park, IL 60181	Schaumburg Bank and Trust 1180 E. Higgins rd. Schaumburg, IL 60173

In re **Dvorkin Holdings, LLC**Case No. **12-31336**

Debtor

SCHEDULE H - CODEBTORS

(Continuation Sheet)

NAME AND ADDRESS OF CODEBTOR	NAME AND ADDRESS OF CREDITOR
Lynwood Land Company LLC One Trans Am Plaza Dr. St. 120 Villa Park, IL 60181	Schaumburg Bank and Trust 1180 E. Higgins rd. Schaumburg, IL 60173
Matteson LLC One Trans Am Plaza Dr. St. 120 Villa Park, IL 60181	Albany Bank 3400 W. Lawrence Ave. Chicago, IL 60625
Matteson LLC One Trans Am Plaza Dr. St. 120 Villa Park, IL 60181	North Shore Bank 7800 Lincol Ave. Skokie, IL 60077
Plaza (Arlington Hts.) Office LLC One Trans Am Plaza Dr. St. 120 Villa Park, IL 60181	Riversource Life Insurance Co. c/o Real Estate Loan Managment 25440 Ameriprise Financial Center Minneapolis, MN 55474
Trust 42454 One Trans Am Plaza Dr. St. 120 Villa Park, IL 60181	Belmont Bank 8250 W. Belmont Ave. Chicago, IL 60634
Trust 43995 One Trans Am Plaza Dr. St. 120 Villa Park, IL 60181	BMO Harris Bank 111 W. Monroe St. Chicago, IL 60603
Trust 44202 One Trans Am Plaza Dr. St. 120 Villa Park, IL 60181	Belmont Bank 8250 W. Belmont Ave. Chicago, IL 60634
Trust 94043 One Trans Am Plaza Dr. St. 120 Villa Park, IL 60181	BMO Harris Bank 111 W. Monroe St. Chicago, IL 60603
Trust 95-6249 One Trans Am Plaza Dr. St. 120 Villa Park, IL 60181	International Bank 5069 N. Broadway St Chicago, IL 60640
Trust 95-6296 One Trans Am Plaza Dr. St. 120 Villa Park, IL 60181	BMO Harris Bank 111 W. Monroe St. Chicago, IL 60603

In re **Dvorkin Holdings, LLC**Case No. **12-31336**

Debtor

SCHEDULE H - CODEBTORS

(Continuation Sheet)

NAME AND ADDRESS OF CODEBTOR	NAME AND ADDRESS OF CREDITOR
Trust 95-6457 One Trans Am Plaza Dr. St. 120 Villa Park, IL 60181	BMO Harris Bank 111 W. Monroe St. Chicago, IL 60603
Trust 95-6457 One Trans Am Plaza Dr. St. 120 Villa Park, IL 60181	International Bank 5069 N. Broadway St Chicago, IL 60640
Trust 97-7440 One Trans Am Plaza Dr. St. 120 Villa Park, IL 60181	Oxford Bank and Trust 1111 W. 22nd St. St. 800 Oak Brook, IL 60523
Trust 98-6811 One Trans Am Plaza Dr. St. 120 Villa Park, IL 60181	BMO Harris Bank 111 W. Monroe St. Chicago, IL 60603

B6 Declaration (Official Form 6 - Declaration). (12/07)

United States Bankruptcy Court
Northern District of Illinois, Eastern Division

In re **Dvorkin Holdings, LLC**

Debtor(s)

Case No. **12-31336**

Chapter **11**

DECLARATION CONCERNING DEBTOR'S SCHEDULES

DECLARATION UNDER PENALTY OF PERJURY ON BEHALF OF CORPORATION OR PARTNERSHIP

I, the Vice President, DH-EK Management Corp. of the corporation named as debtor in this case, declare under penalty of perjury that I have read the foregoing summary and schedules, consisting of **25** sheets, and that they are true and correct to the best of my knowledge, information, and belief.

Date **August 21, 2012**

Signature **/s/ Loran Eatman**

Loran Eatman

Vice President, DH-EK Management Corp.

Penalty for making a false statement or concealing property: Fine of up to \$500,000 or imprisonment for up to 5 years or both.
18 U.S.C. §§ 152 and 3571.

B6 Summary (Official Form 6 - Summary) (12/07)

United States Bankruptcy Court
Northern District of Illinois, Eastern Division

In re **Dvorkin Holdings, LLC**,
 Debtor

Case No. **12-31336**Chapter **11**

SUMMARY OF SCHEDULES

Indicate as to each schedule whether that schedule is attached and state the number of pages in each. Report the totals from Schedules A, B, D, E, F, I, and J in the boxes provided. Add the amounts from Schedules A and B to determine the total amount of the debtor's assets. Add the amounts of all claims from Schedules D, E, and F to determine the total amount of the debtor's liabilities. Individual debtors must also complete the "Statistical Summary of Certain Liabilities and Related Data" if they file a case under chapter 7, 11, or 13.

NAME OF SCHEDULE	ATTACHED (YES/NO)	NO. OF SHEETS	ASSETS	LIABILITIES	OTHER
A - Real Property	Yes	1	650,000.00		
B - Personal Property	Yes	9	69,244,843.80		
C - Property Claimed as Exempt	No	0			
D - Creditors Holding Secured Claims	Yes	1		1,020,000.00	
E - Creditors Holding Unsecured Priority Claims (Total of Claims on Schedule E)	Yes	1		0.00	
F - Creditors Holding Unsecured Nonpriority Claims	Yes	5		8,276,750.00	
G - Executory Contracts and Unexpired Leases	Yes	1			
H - Codebtors	Yes	5			
I - Current Income of Individual Debtor(s)	No	0			N/A
J - Current Expenditures of Individual Debtor(s)	No	0			N/A
Total Number of Sheets of ALL Schedules		23			
Total Assets			69,894,843.80		
Total Liabilities				9,296,750.00	

Form 6 - Statistical Summary (12/07)

United States Bankruptcy Court
Northern District of Illinois, Eastern Division

In re **Dvorkin Holdings, LLC**,
 Debtor

Case No. **12-31336**Chapter **11**

STATISTICAL SUMMARY OF CERTAIN LIABILITIES AND RELATED DATA (28 U.S.C. § 159)

If you are an individual debtor whose debts are primarily consumer debts, as defined in § 101(8) of the Bankruptcy Code (11 U.S.C. § 101(8)), filing a case under chapter 7, 11 or 13, you must report all information requested below.

☐ Check this box if you are an individual debtor whose debts are NOT primarily consumer debts. You are not required to report any information here.

This information is for statistical purposes only under 28 U.S.C. § 159.

Summarize the following types of liabilities, as reported in the Schedules, and total them.

Type of Liability	Amount
Domestic Support Obligations (from Schedule E)	
Taxes and Certain Other Debts Owed to Governmental Units (from Schedule E)	
Claims for Death or Personal Injury While Debtor Was Intoxicated (from Schedule E) (whether disputed or undisputed)	
Student Loan Obligations (from Schedule F)	
Domestic Support, Separation Agreement, and Divorce Decree Obligations Not Reported on Schedule E	
Obligations to Pension or Profit-Sharing, and Other Similar Obligations (from Schedule F)	
TOTAL	

State the following:

Average Income (from Schedule I, Line 16)	
Average Expenses (from Schedule J, Line 18)	
Current Monthly Income (from Form 22A Line 12; OR, Form 22B Line 11; OR, Form 22C Line 20)	

State the following:

1. Total from Schedule D, "UNSECURED PORTION, IF ANY" column		
2. Total from Schedule E, "AMOUNT ENTITLED TO PRIORITY" column		
3. Total from Schedule E, "AMOUNT NOT ENTITLED TO PRIORITY, IF ANY" column		
4. Total from Schedule F		
5. Total of non-priority unsecured debt (sum of 1, 3, and 4)		

B7 (Official Form 7) (04/10)

United States Bankruptcy Court
Northern District of Illinois, Eastern Division

In re **Dvorkin Holdings, LLC**

Debtor(s)

Case No. **12-31336**Chapter **11**

STATEMENT OF FINANCIAL AFFAIRS

This statement is to be completed by every debtor. Spouses filing a joint petition may file a single statement on which the information for both spouses is combined. If the case is filed under chapter 12 or chapter 13, a married debtor must furnish information for both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed. An individual debtor engaged in business as a sole proprietor, partner, family farmer, or self-employed professional, should provide the information requested on this statement concerning all such activities as well as the individual's personal affairs. To indicate payments, transfers and the like to minor children, state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. § 112; Fed. R. Bankr. P. 1007(m).

Questions 1 - 18 are to be completed by all debtors. Debtors that are or have been in business, as defined below, also must complete Questions 19 - 25. **If the answer to an applicable question is "None," mark the box labeled "None."** If additional space is needed for the answer to any question, use and attach a separate sheet properly identified with the case name, case number (if known), and the number of the question.

DEFINITIONS

"In business." A debtor is "in business" for the purpose of this form if the debtor is a corporation or partnership. An individual debtor is "in business" for the purpose of this form if the debtor is or has been, within six years immediately preceding the filing of this bankruptcy case, any of the following: an officer, director, managing executive, or owner of 5 percent or more of the voting or equity securities of a corporation; a partner, other than a limited partner, of a partnership; a sole proprietor or self-employed full-time or part-time. An individual debtor also may be "in business" for the purpose of this form if the debtor engages in a trade, business, or other activity, other than as an employee, to supplement income from the debtor's primary employment.

"Insider." The term "insider" includes but is not limited to: relatives of the debtor; general partners of the debtor and their relatives; corporations of which the debtor is an officer, director, or person in control; officers, directors, and any owner of 5 percent or more of the voting or equity securities of a corporate debtor and their relatives; affiliates of the debtor and insiders of such affiliates; any managing agent of the debtor. 11 U.S.C. § 101.

1. Income from employment or operation of business

None ☒ State the gross amount of income the debtor has received from employment, trade, or profession, or from operation of the debtor's business, including part-time activities either as an employee or in independent trade or business, from the beginning of this calendar year to the date this case was commenced. State also the gross amounts received during the **two years** immediately preceding this calendar year. (A debtor that maintains, or has maintained, financial records on the basis of a fiscal rather than a calendar year may report fiscal year income. Identify the beginning and ending dates of the debtor's fiscal year.) If a joint petition is filed, state income for each spouse separately. (Married debtors filing under chapter 12 or chapter 13 must state income of both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

AMOUNT

SOURCE

2. Income other than from employment or operation of business

None ☒ State the amount of income received by the debtor other than from employment, trade, profession, or operation of the debtor's business during the **two years** immediately preceding the commencement of this case. Give particulars. If a joint petition is filed, state income for each spouse separately. (Married debtors filing under chapter 12 or chapter 13 must state income for each spouse whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

AMOUNT

SOURCE

3. Payments to creditorsNone ☒ **Complete a. or b., as appropriate, and c.**

a. *Individual or joint debtor(s) with primarily consumer debts.* List all payments on loans, installment purchases of goods or services, and other debts to any creditor made within **90 days** immediately preceding the commencement of this case unless the aggregate value of all property that constitutes or is affected by such transfer is less than \$600. Indicate with an (*) any payments that were made to a creditor on account of a domestic support obligation or as part of an alternative repayment schedule under a plan by an approved nonprofit budgeting and credit counseling agency. (Married debtors filing under chapter 12 or chapter 13 must include payments by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF CREDITOR	DATES OF PAYMENTS	AMOUNT PAID	AMOUNT STILL OWING
None <input type="checkbox"/> b. <i>Debtor whose debts are not primarily consumer debts:</i> List each payment or other transfer to any creditor made within 90 days immediately preceding the commencement of the case unless the aggregate value of all property that constitutes or is affected by such transfer is less than \$5,850*. If the debtor is an individual, indicate with an asterisk (*) any payments that were made to a creditor on account of a domestic support obligation or as part of an alternative repayment schedule under a plan by an approved nonprofit budgeting and credit counseling agency. (Married debtors filing under chapter 12 or chapter 13 must include payments and other transfers by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)			

NAME AND ADDRESS OF CREDITOR	DATES OF PAYMENTS/ TRANSFERS	AMOUNT PAID OR VALUE OF TRANSFERS	AMOUNT STILL OWING
BEIT Dan LLC One Trans Am Plaza, St. 120 Oak Brook Terrace, IL 60181	5/29/2012, payment for back rent 6/27/12, June July Rent	\$38,345.00	\$0.00
Beulieu Commercial 19926 Hwy 25 S. Chatsworth, GA 30705	6/1/2012,	\$5,931.00	\$0.00

None ☐ c. *All debtors:* List all payments made within **one year** immediately preceding the commencement of this case to or for the benefit of creditors who are or were insiders. (Married debtors filing under chapter 12 or chapter 13 must include payments by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF CREDITOR AND RELATIONSHIP TO DEBTOR	DATE OF PAYMENT	AMOUNT PAID	AMOUNT STILL OWING
Beverly Dvorkin 23 E. Illinois St. Chicago, IL 60611 Owner	Payment for Health Insurance	\$9,343.00	\$0.00
Beverly Dvorkin	Monthly salary	\$9,000.00	\$0.00

4. Suits and administrative proceedings, executions, garnishments and attachments

None ☐ a. List all suits and administrative proceedings to which the debtor is or was a party within **one year** immediately preceding the filing of this bankruptcy case. (Married debtors filing under chapter 12 or chapter 13 must include information concerning either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

CAPTION OF SUIT AND CASE NUMBER	NATURE OF PROCEEDING	COURT OR AGENCY AND LOCATION	STATUS OR DISPOSITION
First Bank v. Dvorkin Holdings, LLC, et al. 10CH3574	Complaint to foreclose mortgage	Circuit Court of the 16th Judicial Circuit Kane County, Illinois	Dismissed without prejudice
MB Financial Bank v. Chicago Title Land Trust Company Successor Trustee to Cole Taylor Bank, et al. 11CH2687	Complaint for foreclosure	Circuit Court of the Eighteenth Judicial Circuit DuPage County, Illinois	Voluntary dismissal

* Amount subject to adjustment on 4/01/13, and every three years thereafter with respect to cases commenced on or after the date of adjustment.

CAPTION OF SUIT AND CASE NUMBER	NATURE OF PROCEEDING	COURT OR AGENCY AND LOCATION	STATUS OR DISPOSITION
MB Financial Bank, N.A. v. Chicago Title Land Trust Co., Successor Trustee to Cole Taylor Bank, et al. 11CH2777	Complaint for foreclosure	Circuit Court of the Eighteenth Judicial Circuit DuPage County, Illinois	dismissed
First Merit Bank, N.A. v. 1055 W. 175th (Homewood), LLC, et al. 11 CH 05982	Complaint for foreclosure	Circuit Court of Cook County, Illinois, County Department, Chancery Division	Receiver appointed remainder of case still pending
Schaumburg Bank & Trust Co., N.A. v. Glenwood Residential, LLC, et al. 11CH39552	Complaint for foreclosure	Circuit Court of Cook County, Illinois, County Department, Chancery Division	Pending Motion to Appoint Receiver
Schaumburg Bank & Trust Compnay, N.A. v. 6200 N. Rockwell (Chicago), LLC, et al. 11CH39681	Complaint for mortgage foreclosure	Circuit Court of Cook County, Illinois, County Department Chancery Division	Pending Motion to Appoint Receiver
Schaumburg Bank & Trust Company, N.A. vs. Kinman Enterprise, LLC, et al. 12CH000463	Complaint for Mortgage Foreclosure	Circuit Court of the Eighteenth Judicial Circuit DuPage County, Illinois	Pending Receiver appointed.
MB Financial Bank v. Chicago Title Land Trust Co, Trustee, et al. 11CH2687	Complaint for foreclosure	Circuit Court of the Eighteenth Judicial Circuit DuPage County	Dismissed
MB Financial Bank, N.A. v. Oak West (Oak Brook Terrace) Office, LLC 11CH2679	Complaint for foreclosure	Circuit Court of the Eighteenth Judicial Circuit DuPage County, Illinois	Pending for Status
MB Financial Bank, N.A. v. U.S. Bank, N.A., et al. 11CH002783	Complaint for foreclosure	Circuit Court of the Eighteenth Judicial Circuit, DuPage County Illinois	Dismissed Counts I through VII January 27, 2012 Remaining Counts dismissted February 28, 2012
Blue Star Bearing, LLC v. Cole Taylor Bank, et al. 11CH2890	Complaint for foreclosure	Circuit Court of the Eighteenth Judicial Circuit DuPage County Illinois	Status review July 17, 2012
MB Financial Bank, N.A. v. 3330-40 West Dundee (Northbrook) LLC, et al. 11CH19088	Complaint for foreclosure	Circuit Court of Cook County Illinois, County Department, Chancery Division	Dismissed February 20, 2012
MB Financial Bank, N.A. v. Chicgo Title Land Trust Co., et al. 11CH19089	Complaint for foreclosure	Circuit Court of Cook County County Illinois Department Chancery Division	Voluntary Dismissal August 16, 2011
MB Financial Bank, N.A. v 1000 N. Halsted, LLC, et al. 11CH19090	Complaint for foreclosure	Circuit Court of Cook County Illinois County Department Chancery Division	Dismissal April 22, 2012
MB Financial Bank v. Chicago Title Land Trust Co., et al. 11CH19460	Complaint for foreclosure	Circuit Court of Cook County Illinois, County Department, Chancery Division	Dismissed November 2, 2011
MB Financial Bank, N.A. v. Chicago Title Land Trust Col, et al. 11CH1946	Complaint for foreclosure	Circuit Court of Cook County, Illinois, County Department Chancery Division	Dismissed August 18, 2011
MB Financial Bank v. 640-650 Lake Street LLC, et al. 11CH19912	Complaint for foreclosure	Circuit Court of Cook County Illinois County Department Chancery Division	Dismissed january 6, 2012

CAPTION OF SUIT AND CASE NUMBER	NATURE OF PROCEEDING	COURT OR AGENCY AND LOCATION	STATUS OR DISPOSITION
Focus VI, LLC v. Dvorkin Holdings, LLC, et al. 07CH21566	Suit for accounting and breach of fiduciary duty	Circuit Court of Cook County, Illinois County Department Chancery Division	Pending
Key Equipment Finance, Inc. v. Daniel Dvorkin, et al. 10L1249	Suit on guarantees	Circuit Court of DuPage County	Supplementar y proceedings commenced, Defendant's appeal pending
Albany Bank v. 11824 SW Highway (Palos Heights) LLC, Dvorking Holdings, et al.; 12L8452	Recovery on Note	Cook County, Ill	Pending
Davis Park Centre v. American Equine Insurance Group Ltd., 10L408	Suit to collect unpaid rent	Kane County, Illinois	Pending
Crown Construction and Development Inc. v. Dvorkin Holdings, et al., 09CH15932	Action to pay lien	Cook County, Illinois	Pending
Focus VI LLC & Eric Rossi v. Dvorkin Holdings LLC., 07 CH 21566	Collection	Cook County, Ill.	Pending

None ☐ b. Describe all property that has been attached, garnished or seized under any legal or equitable process within **one year** immediately preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include information concerning property of either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF PERSON FOR WHOSE BENEFIT PROPERTY WAS SEIZED	DATE OF SEIZURE	DESCRIPTION AND VALUE OF PROPERTY
Texas 1845, LLC 7815 Karlmay Drive Waco, TX 76708	5-10-12	\$36,725.19

5. Repossessions, foreclosures and returns

None ☒ List all property that has been repossessed by a creditor, sold at a foreclosure sale, transferred through a deed in lieu of foreclosure or returned to the seller, within **one year** immediately preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include information concerning property of either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF CREDITOR OR SELLER	DATE OF REPOSSESSION, FORECLOSURE SALE, TRANSFER OR RETURN	DESCRIPTION AND VALUE OF PROPERTY
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6. Assignments and receiverships

None ☒ a. Describe any assignment of property for the benefit of creditors made within **120 days** immediately preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include any assignment by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF ASSIGNEE	DATE OF ASSIGNMENT	TERMS OF ASSIGNMENT OR SETTLEMENT
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None ☒ b. List all property which has been in the hands of a custodian, receiver, or court-appointed official within **one year** immediately preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include information concerning property of either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF CUSTODIAN	NAME AND LOCATION OF COURT CASE TITLE & NUMBER	DATE OF ORDER	DESCRIPTION AND VALUE OF PROPERTY
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7. Gifts

None ☐ List all gifts or charitable contributions made within **one year** immediately preceding the commencement of this case except ordinary and usual gifts to family members aggregating less than \$200 in value per individual family member and charitable contributions aggregating less than \$100 per recipient. (Married debtors filing under chapter 12 or chapter 13 must include gifts or contributions by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF PERSON OR ORGANIZATION	RELATIONSHIP TO DEBTOR, IF ANY	DATE OF GIFT	DESCRIPTION AND VALUE OF GIFT
Beverly Dvorkin	Step-daughter of Francine Dvorkin, President of DH-EK Management Corp., managing memeber of debtor	2011, 2012	Health Insurance \$16,696.68 (2011) \$9,343.19 (2012)
Rachel Dvorkin	Daughter of Francine Dvorkin, President of DH-EK management Corp, managing member of debtor	2011, 2012	Health Insurance \$7,145.88 (2011) \$1,954.00 (2012)

8. Losses

None ☒ List all losses from fire, theft, other casualty or gambling within **one year** immediately preceding the commencement of this case **or since the commencement of this case**. (Married debtors filing under chapter 12 or chapter 13 must include losses by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

DESCRIPTION AND VALUE OF PROPERTY	DESCRIPTION OF CIRCUMSTANCES AND, IF LOSS WAS COVERED IN WHOLE OR IN PART BY INSURANCE, GIVE PARTICULARS	DATE OF LOSS
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9. Payments related to debt counseling or bankruptcy

None ☐ List all payments made or property transferred by or on behalf of the debtor to any persons, including attorneys, for consultation concerning debt consolidation, relief under the bankruptcy law or preparation of the petition in bankruptcy within **one year** immediately preceding the commencement of this case.

NAME AND ADDRESS OF PAYEE	DATE OF PAYMENT, NAME OF PAYOR IF OTHER THAN DEBTOR	AMOUNT OF MONEY OR DESCRIPTION AND VALUE OF PROPERTY
Springer, Brown, Covey, Gaertner and Dav 400 S County Farm Road Wheaton, IL 60187	May 16, 2012	50000 retainer for filing of chapter 11 case
Springer, Brown, Covey, Gaertner & Davis 400 S. County Farm Road Suite 330 Wheaton, IL 60187	5/5/12	25,000 retainer for initial evaluation as to bankruptcy case filing

10. Other transfers

None ☒ a. List all other property, other than property transferred in the ordinary course of the business or financial affairs of the debtor, transferred either absolutely or as security within **two years** immediately preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include transfers by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF TRANSFEREE, RELATIONSHIP TO DEBTOR	DATE	DESCRIBE PROPERTY TRANSFERRED AND VALUE RECEIVED
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None ☒ b. List all property transferred by the debtor within **ten years** immediately preceding the commencement of this case to a self-settled trust or similar device of which the debtor is a beneficiary.

NAME OF TRUST OR OTHER DEVICE	DATE(S) OF TRANSFER(S)	AMOUNT OF MONEY OR DESCRIPTION AND VALUE OF PROPERTY OR DEBTOR'S INTEREST IN PROPERTY
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11. Closed financial accounts

None ☐ List all financial accounts and instruments held in the name of the debtor or for the benefit of the debtor which were closed, sold, or otherwise transferred within **one year** immediately preceding the commencement of this case. Include checking, savings, or other financial accounts, certificates of deposit, or other instruments; shares and share accounts held in banks, credit unions, pension funds, cooperatives, associations, brokerage houses and other financial institutions. (Married debtors filing under chapter 12 or chapter 13 must include information concerning accounts or instruments held by or for either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF INSTITUTION	TYPE OF ACCOUNT, LAST FOUR DIGITS OF ACCOUNT NUMBER, AND AMOUNT OF FINAL BALANCE	AMOUNT AND DATE OF SALE OR CLOSING
Harris Bank 115 S. LaSalle Street Chicago, IL 60603	Checking Account 7046	\$1,000.00 June 6, 2012
Harris Bank 115 S. LaSalle Street Chicago, IL 60603	Checking Account 7863	June 6, 2012
First Merit 701 W. Lee Street Des Plaines, IL 60016	Checking Account 7483	\$10,020.39 As of March 30, 2012
First Merit Bank 701 W. Lee Street Des Plaines, IL 60016	Checking Account 7517	\$1,000.00 June 6, 2012
MB Financial 6401 N. Lincoln Ave Lincolnwood, IL 60712	Checking Account 6816	\$53,426.62 As of March 30, 2012
MB Financial 6401 N. Lincoln Ave Lincolnwood, IL 60712	Checking Account 6824	\$60,595.50 As of March 30, 2012
First Merit Bank 701 W. Lee Street Des Plaines, IL 60016	Checking Account 5347	\$1,000.00 June 6, 2012
Harris Bank 115 S. LaSalle Street Chicago, IL 60603	Checking Account 7848	\$32,208.87 March 16, 2012
MB Financial 6401 N. Lincoln Ave Lincolnwood, IL 60712	Checking Account 1360	\$5,805.64 As of March 31, 2012
First Merit Bank 701 W. Lee Street Des Plaines, IL 60016	Checking Account 7087	\$1,000.00 June 6, 2012
Albany Bank 3400 W. Lawrence Ave. Chicago, IL 60625	Checking Account 5391	\$35,692.77 As of March 31, 2012
MB Financial 6401 N. Lincoln Ave Lincolnwood, IL 60712	Checking Account 7996	\$1,175,216. As of March 30, 2012
MB Financial 6401 N. Lincoln Ave Lincolnwood, IL 60712	Checking Account 7970	\$105,549.71 As of March 30, 2012
First Merit Bank 701 W. Lee Street Des Plaines, IL 60016	Checking Account 7459	\$47,587.24 As of March 30, 2012
First Merit Bank 701 W. Lee Street Des Plaines, IL 60016	Checking Account 7350	\$1,000.00 June 6, 2012

NAME AND ADDRESS OF INSTITUTION	TYPE OF ACCOUNT, LAST FOUR DIGITS OF ACCOUNT NUMBER, AND AMOUNT OF FINAL BALANCE	AMOUNT AND DATE OF SALE OR CLOSING
First Merit Bank 701 W. Lee Street Des Plaines, IL 60016	Checking Account 6998	\$1,000.00 June 6, 2012
MB Financial 6401 N. Lincoln Ave Lincolnwood, IL 60712	Checking Account 0347	\$22,992.31 As of March 31, 2012
MB Financial 6401 N. Lincoln Ave Lincolnwood, IL 60712	Checking Account 7988	\$35,417.68 As of March 30, 2012
First Merit Bank 701 W. Lee Street Des Plaines, IL 60016	Checking Account 7038	\$1,000.00 June 6, 2012
MB Financial 6401 N. Lincoln Ave Lincolnwood, IL 60712	Checking Account 7855	March 16, 2012
First Merit Bank 701 W. Lee Street Des Plaines, IL 60016	Checking Account 7053	\$1,000.00 June 6, 2012
Harris Bank 115 S LaSalle Street Chicago, IL 60603	Checking Account 6465	\$47,989.95 As of March 31, 2012
First Merit Bank 701 W. Lee Street Des Plaines, IL 60016	Checking Account 7467	\$17,549.80 As of March 30, 2012
First Merit Bank 701 W. Lee Street Des Plaines, IL 60016	Checking Account 7475	\$13,422.30 March 16, 2012
First Merit Bank 701 W. Lee Street Des Plaines, IL 60016	Checking Account 7079	\$1,000.00 June 6, 2012
MB Financial 6401 N. Lincoln Ave Lincolnwood, IL 60712	Checking Account 9781	\$16,241.14 As of March 31, 2012
First Merit Bank 701 W. Lee Street Des Plaines, IL 60016	Checking Account 7491	\$138,534.64 As of March 30, 2012
First Merit Bank 701 W. Lee Street Des Plaines, IL 60016	Checking Account 7509	\$1,000.00 June 6, 2012
First Merit Bank 701 W. Lee Street Des Plaines, IL 60016	Checkin Account 7061	\$1,000.00 June 6, 2012
First Merit Bank 701 W. Lee Street Des Plaines, IL 60016	Checking Account 7533	\$1,000.00 June 6, 2012
MB Financial 6401 N. Lincoln Ave Lincolnwood, IL 60712	Checking Account 7889	\$37790.31 As of March 30, 2012
First Merit Bank 701 W. Lee Street Des Plaines, IL 60016	Checking Account 7566	\$1,000.00 June 6, 2012

NAME AND ADDRESS OF INSTITUTION	TYPE OF ACCOUNT, LAST FOUR DIGITS OF ACCOUNT NUMBER, AND AMOUNT OF FINAL BALANCE	AMOUNT AND DATE OF SALE OR CLOSING
Community Bank of Willowbrook 6262 S Route 83 Willowbrook, IL 60527	Checking Account 5892	\$6,638.97 June 6, 2012
First Merit Bank 701 W. Lee Street Des Plaines, IL 60016	Checking Account 7525	\$1,000.00 June 6, 2012
Belmont Bank 8250 W. Belmont Chicago, IL 60634	Checking Account 5974	\$103,392.66 As of March 30, 2012
First Merit Bank 701 W. Lee Street Des Plaines, IL 60016	Checking Account 7574	\$26,216.23 As of March 30, 2012
First Merit Bank 701 W. Lee Street Des Plaines, IL 60016	Checking Account 7541	\$1,000.00 June 6, 2012
First Merit Bank 701 W. Lee Street Des Plaines, IL 60016	Checking Account 7558	\$1,000.00 June 6, 2012

12. Safe deposit boxes

- None ☐ List each safe deposit or other box or depository in which the debtor has or had securities, cash, or other valuables within **one year** immediately preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include boxes or depositories of either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF BANK OR OTHER DEPOSITORY	NAMES AND ADDRESSES OF THOSE WITH ACCESS TO BOX OR DEPOSITORY	DESCRIPTION OF CONTENTS	DATE OF TRANSFER OR SURRENDER, IF ANY
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13. Setoffs

- None ☐ List all setoffs made by any creditor, including a bank, against a debt or deposit of the debtor within **90 days** preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include information concerning either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF CREDITOR	DATE OF SETOFF	AMOUNT OF SETOFF
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14. Property held for another person

- None ☐ List all property owned by another person that the debtor holds or controls.

NAME AND ADDRESS OF OWNER	DESCRIPTION AND VALUE OF PROPERTY	LOCATION OF PROPERTY
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15. Prior address of debtor

- None ☐ If the debtor has moved within **three years** immediately preceding the commencement of this case, list all premises which the debtor occupied during that period and vacated prior to the commencement of this case. If a joint petition is filed, report also any separate address of either spouse.

ADDRESS	NAME USED	DATES OF OCCUPANCY
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16. Spouses and Former Spouses

None ☐ If the debtor resides or resided in a community property state, commonwealth, or territory (including Alaska, Arizona, California, Idaho, Louisiana, Nevada, New Mexico, Puerto Rico, Texas, Washington, or Wisconsin) within **eight years** immediately preceding the commencement of the case, identify the name of the debtor's spouse and of any former spouse who resides or resided with the debtor in the community property state.

NAME

17. Environmental Information.

For the purpose of this question, the following definitions apply:

"Environmental Law" means any federal, state, or local statute or regulation regulating pollution, contamination, releases of hazardous or toxic substances, wastes or material into the air, land, soil, surface water, groundwater, or other medium, including, but not limited to, statutes or regulations regulating the cleanup of these substances, wastes, or material.

"Site" means any location, facility, or property as defined under any Environmental Law, whether or not presently or formerly owned or operated by the debtor, including, but not limited to, disposal sites.

"Hazardous Material" means anything defined as a hazardous waste, hazardous substance, toxic substance, hazardous material, pollutant, or contaminant or similar term under an Environmental Law

None ☐ a. List the name and address of every site for which the debtor has received notice in writing by a governmental unit that it may be liable or potentially liable under or in violation of an Environmental Law. Indicate the governmental unit, the date of the notice, and, if known, the Environmental Law:

SITE NAME AND ADDRESS	NAME AND ADDRESS OF GOVERNMENTAL UNIT	DATE OF NOTICE	ENVIRONMENTAL LAW
-----------------------	---------------------------------------	----------------	-------------------

None ☐ b. List the name and address of every site for which the debtor provided notice to a governmental unit of a release of Hazardous Material. Indicate the governmental unit to which the notice was sent and the date of the notice.

SITE NAME AND ADDRESS	NAME AND ADDRESS OF GOVERNMENTAL UNIT	DATE OF NOTICE	ENVIRONMENTAL LAW
-----------------------	---------------------------------------	----------------	-------------------

None ☐ c. List all judicial or administrative proceedings, including settlements or orders, under any Environmental Law with respect to which the debtor is or was a party. Indicate the name and address of the governmental unit that is or was a party to the proceeding, and the docket number.

NAME AND ADDRESS OF GOVERNMENTAL UNIT	DOCKET NUMBER	STATUS OR DISPOSITION
---------------------------------------	---------------	-----------------------

18 . Nature, location and name of business

None ☐ a. *If the debtor is an individual*, list the names, addresses, taxpayer identification numbers, nature of the businesses, and beginning and ending dates of all businesses in which the debtor was an officer, director, partner, or managing executive of a corporation, partner in a partnership, sole proprietor, or was self-employed in a trade, profession, or other activity either full- or part-time within **six years** immediately preceding the commencement of this case, or in which the debtor owned 5 percent or more of the voting or equity securities within **six years** immediately preceding the commencement of this case.

If the debtor is a partnership, list the names, addresses, taxpayer identification numbers, nature of the businesses, and beginning and ending dates of all businesses in which the debtor was a partner or owned 5 percent or more of the voting or equity securities, within **six years** immediately preceding the commencement of this case.

If the debtor is a corporation, list the names, addresses, taxpayer identification numbers, nature of the businesses, and beginning and ending dates of all businesses in which the debtor was a partner or owned 5 percent or more of the voting or equity securities within **six years** immediately preceding the commencement of this case.

	LAST FOUR DIGITS OF SOCIAL-SECURITY OR OTHER INDIVIDUAL TAXPAYER-I.D. NO. (ITIN)/ COMPLETE EIN	ADDRESS	NATURE OF BUSINESS	BEGINNING AND ENDING DATES
NAME				

None ☐ b. Identify any business listed in response to subdivision a., above, that is "single asset real estate" as defined in 11 U.S.C. § 101.

NAME	ADDRESS
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The following questions are to be completed by every debtor that is a corporation or partnership and by any individual debtor who is or has been, within **six years** immediately preceding the commencement of this case, any of the following: an officer, director, managing executive, or owner of more than 5 percent of the voting or equity securities of a corporation; a partner, other than a limited partner, of a partnership, a sole proprietor, or self-employed in a trade, profession, or other activity, either full- or part-time.

*(An individual or joint debtor should complete this portion of the statement **only** if the debtor is or has been in business, as defined above, within six years immediately preceding the commencement of this case. A debtor who has not been in business within those six years should go directly to the signature page.)*

19. Books, records and financial statements

None ☐ a. List all bookkeepers and accountants who within **two years** immediately preceding the filing of this bankruptcy case kept or supervised the keeping of books of account and records of the debtor.

NAME AND ADDRESS

Natalie McHugh
8707 N Skokie Blvd.
Skokie, IL 60077

DATES SERVICES RENDERED

- present

None ☐ b. List all firms or individuals who within the **two years** immediately preceding the filing of this bankruptcy case have audited the books of account and records, or prepared a financial statement of the debtor.

NAME

Jacki Cullen

ADDRESS

1 Trans Am Plaza Drive
Suite 120
Villa Park, IL 60181

DATES SERVICES RENDERED

- present

Marilyn Thorpe

One Trans Am Plaza Drive
Suite 120
Villa Park, IL 60181

- present

Dan Dvorkin

One Trans Am Plaza Drive
Suite 120
Villa Park, IL 60181

- to present

None ☐ c. List all firms or individuals who at the time of the commencement of this case were in possession of the books of account and records of the debtor. If any of the books of account and records are not available, explain.

NAME

Natalie McHugh
Debtor

ADDRESS

8707 N Skokie Blvd
Suite 400
Skokie, IL 60077

None ☐ d. List all financial institutions, creditors and other parties, including mercantile and trade agencies, to whom a financial statement was issued by the debtor within **two years** immediately preceding the commencement of this case.

NAME AND ADDRESS

Belmont Bank & Truste
8250 W. Belmont Ave
Chicago, IL 60634

DATE ISSUED

NAME AND ADDRESS

DATE ISSUED

Columbia Management
25515 Ameriprise Financial
Minneapolis, MN 55474

First Merit
501 W. North Ave.
Melrose Park, IL 60160

Albany Bank & Trust
3400 W Lawrence Ave
Chicago, IL 60625

Oxford Bank
1111 W. 22nd Street
Suite 800
Oak Brook, IL 60523

First Bank
1699 Wall St
Suite 500
Mount Prospect, IL 60056

MB Financial
6401 N. Lincoln Ave.
Lincolnwood, IL 60712

Centeir Bank
9701 Indianapolis Blvd
Highland, IN 46322

International Bank
5069 N. Broadway Ave
Chicago, IL 60640

Lisle Savings & Loan
1450 Maple Ave
Lisle, IL 60532

Bayview Loan Servicing
62516 Collection Center Dr
Chicago, IL 60693

First Nations Bank
7757 W Devon Ave
Chicago, IL 60631

20. Inventories

- None a. List the dates of the last two inventories taken of your property, the name of the person who supervised the taking of each inventory, and the dollar amount and basis of each inventory.
☐

DATE OF INVENTORY	INVENTORY SUPERVISOR	DOLLAR AMOUNT OF INVENTORY (Specify cost, market or other basis)
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- None b. List the name and address of the person having possession of the records of each of the two inventories reported in a., above.
☐

DATE OF INVENTORY	NAME AND ADDRESSES OF CUSTODIAN OF INVENTORY RECORDS
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21. Current Partners, Officers, Directors and Shareholders

- None a. If the debtor is a partnership, list the nature and percentage of partnership interest of each member of the partnership.
☐

NAME AND ADDRESS	NATURE OF INTEREST	PERCENTAGE OF INTEREST
------------------	--------------------	------------------------

- None ☐ b. If the debtor is a corporation, list all officers and directors of the corporation, and each stockholder who directly or indirectly owns, controls, or holds 5 percent or more of the voting or equity securities of the corporation.

NAME AND ADDRESS	TITLE	NATURE AND PERCENTAGE OF STOCK OWNERSHIP
EISKALT, LLC	Member	27.7778%
Francine Dvorkin Irrevocable Trust	Member	5%
Beverly Trust	Member	33.6111%
Aaron Trust	Member	33.6111%

22 . Former partners, officers, directors and shareholders

- None ☒ a. If the debtor is a partnership, list each member who withdrew from the partnership within **one year** immediately preceding the commencement of this case.

NAME	ADDRESS	DATE OF WITHDRAWAL
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- None ☒ b. If the debtor is a corporation, list all officers, or directors whose relationship with the corporation terminated within **one year** immediately preceding the commencement of this case.

NAME AND ADDRESS	TITLE	DATE OF TERMINATION
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23 . Withdrawals from a partnership or distributions by a corporation

- None ☐ If the debtor is a partnership or corporation, list all withdrawals or distributions credited or given to an insider, including compensation in any form, bonuses, loans, stock redemptions, options exercised and any other perquisite during **one year** immediately preceding the commencement of this case.

NAME & ADDRESS OF RECIPIENT, RELATIONSHIP TO DEBTOR	DATE AND PURPOSE OF WITHDRAWAL	AMOUNT OF MONEY OR DESCRIPTION AND VALUE OF PROPERTY
Francine Dvorkin President of DH-EK Management Corp., Manager of Debtor	Salary	\$50,000

24. Tax Consolidation Group.

- None ☒ If the debtor is a corporation, list the name and federal taxpayer identification number of the parent corporation of any consolidated group for tax purposes of which the debtor has been a member at any time within **six years** immediately preceding the commencement of the case.

NAME OF PARENT CORPORATION	TAXPAYER IDENTIFICATION NUMBER (EIN)
----------------------------	--------------------------------------

25. Pension Funds.

- None ☒ If the debtor is not an individual, list the name and federal taxpayer-identification number of any pension fund to which the debtor, as an employer, has been responsible for contributing at any time within **six years** immediately preceding the commencement of the case.

NAME OF PENSION FUND	TAXPAYER IDENTIFICATION NUMBER (EIN)
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DECLARATION UNDER PENALTY OF PERJURY ON BEHALF OF CORPORATION OR PARTNERSHIP

I declare under penalty of perjury that I have read the answers contained in the foregoing statement of financial affairs and any attachments thereto and that they are true and correct to the best of my knowledge, information and belief.

Date August 21, 2012

Signature /s/ Loran Eatman
Loran Eatman
Vice President, DH-EK Management Corp.

[An individual signing on behalf of a partnership or corporation must indicate position or relationship to debtor.]

Penalty for making a false statement: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571

B6B (Official Form 6B) (12/07)

In re Dvorkin Holdings, LLCCase No. 12-31336

Debtor

SCHEDULE B - PERSONAL PROPERTY - AMENDED

Except as directed below, list all personal property of the debtor of whatever kind. If the debtor has no property in one or more of the categories, place an "x" in the appropriate position in the column labeled "None." If additional space is needed in any category, attach a separate sheet properly identified with the case name, case number, and the number of the category. If the debtor is married, state whether husband, wife, both, or the marital community own the property by placing an "H," "W," "J," or "C" in the column labeled "Husband, Wife, Joint, or Community." If the debtor is an individual or a joint petition is filed, state the amount of any exemptions claimed only in Schedule C - Property Claimed as Exempt.

Do not list interests in executory contracts and unexpired leases on this schedule. List them in Schedule G - Executory Contracts and Unexpired Leases.

If the property is being held for the debtor by someone else, state that person's name and address under "Description and Location of Property." If the property is being held for a minor child, simply state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. §112 and Fed. R. Bankr. P. 1007(m).

Type of Property	N O N E	Description and Location of Property	Husband, Wife, Joint, or Community	Current Value of Debtor's Interest in Property, without Deducting any Secured Claim or Exemption
1. Cash on hand	X			
2. Checking, savings or other financial accounts, certificates of deposit, or shares in banks, savings and loan, thrift, building and loan, and homestead associations, or credit unions, brokerage houses, or cooperatives.		Belmont Bank 8250 W. Belmont Ave. Chicago, Ill. 60634 Commercial Ch. Acct.	-	6,270.00
		MB Financial Chicago, Ill. Commercial checking acct.	-	405.00
		Suburban Bank and Trust 150 E. Butterfield Rd. Elmhurst, Ill. 60126 Commercial Checking Acct.	-	26,500.00
3. Security deposits with public utilities, telephone companies, landlords, and others.	X			
4. Household goods and furnishings, including audio, video, and computer equipment.	X			
5. Books, pictures and other art objects, antiques, stamp, coin, record, tape, compact disc, and other collections or collectibles.	X			
6. Wearing apparel.	X			
7. Furs and jewelry.	X			
8. Firearms and sports, photographic, and other hobby equipment.	X			
9. Interests in insurance policies. Name insurance company of each policy and itemize surrender or refund value of each.	X			

Sub-Total > **33,175.00**
(Total of this page)

8 continuation sheets attached to the Schedule of Personal Property

B6B (Official Form 6B) (12/07) - Cont.

In re **Dvorkin Holdings, LLC**Case No. **12-31336**

Debtor

SCHEDULE B - PERSONAL PROPERTY - AMENDED

(Continuation Sheet)

Type of Property	N O N E	Description and Location of Property	Husband, Wife, Joint, or Community	Current Value of Debtor's Interest in Property, without Deducting any Secured Claim or Exemption
10. Annuities. Itemize and name each issuer.	X			
11. Interests in an education IRA as defined in 26 U.S.C. § 530(b)(1) or under a qualified State tuition plan as defined in 26 U.S.C. § 529(b)(1). Give particulars. (File separately the record(s) of any such interest(s). 11 U.S.C. § 521(c).)	X			
12. Interests in IRA, ERISA, Keogh, or other pension or profit sharing plans. Give particulars.	X			
13. Stock and interests in incorporated and unincorporated businesses. Itemize.	X			
14. Interests in partnerships or joint ventures. Itemize.		1000 N. Halsted LLC (50% interest)	-	750,000.00
		Mortgage with Belmont Bank guaranteed by Debtor for \$846,220		
		1101 Tower Rd. (Schaumburg) LLC	-	3,735,000.00
		Mortgage with Riversource Life guaranteed by Debtor for \$2,824,775		
		11824 S.W. Highway (Palos Heights) LLC	-	2,303,750.00
		Mortgage with Albany Bank guaranteed by Debtor for \$2,450,000, subject to foreclosure by Albany Bank		
		1230 S. Highland (Lombard) LLC	-	1,000,000.00
		Mortgage with Belmont Bank guaranteed by Debtor for \$393,804		
		125-165 Dundee Road (Buffalo Grove). LLC (55% interest)	-	1,292,500.00
		Mortgage with Belmont Bank guaranteed by Debtor for \$491,748		
		1920 S. Highland (Lombard) LLC (93% interest)	-	2,348,250.00
		Mortgage with Riversource Life guaranteed by Debtor for \$2,181,715		
		1941 Selmartin (Aurora) LLC (95% interest)	-	874,000.00
		Mortgage with Belmont Bank guaranteed by Debtor for \$656,831		

Sub-Total > **12,303,500.00**
(Total of this page)

Sheet **1** of **8** continuation sheets attached
to the Schedule of Personal Property

B6B (Official Form 6B) (12/07) - Cont.

In re **Dvorkin Holdings, LLC**Case No. **12-31336**

Debtor

SCHEDULE B - PERSONAL PROPERTY - AMENDED

(Continuation Sheet)

Type of Property	N O N E	Description and Location of Property	Husband, Wife, Joint, or Community	Current Value of Debtor's Interest in Property, without Deducting any Secured Claim or Exemption
		25210 W. Reed (Channahon) LLC (50% interest) Mortgage with Belmont Bank guaranteed by Debtor for \$900,000	-	550,000.00
		444 N. Wabash (Chicago) LLC (60% interest) Mortgage with Belmont Bank guaranteed by Debtor for \$1,239,315	-	2,280,000.00
		606 W. Roosevelt (Chicago) LLC (50% interest) Mortgage with First Merit Bank guaranteed by Debtor for \$2,100,000	-	1,815,000.00
		640-650 Lake Street LLC (52% interest) Mortgage with Belmont Bank guaranteed by Debtor for \$991,202	-	962,000.00
		920 Roosevelt (West Chicago) LLC (50% interest) Mortgage with First Merit Bank guaranteed by Debtor for \$1,300,000	-	825,000.00
		956 N. Neltnor (West Chicago) LLC (55% interest) Mortgage with Belmont Bank guaranteed by Debtor for \$1,157,848	-	1,320,000.00
		975 Nerge (Roselle) LLC Mortgage with 1st Merit Bank guaranteed by Debtor for \$2,549,000	-	2,945,000.00
		Channahon Plaza LLC (35% interest) Mortgage with 1st Nations Bank guaranteed by Debtor for \$2,507,562	-	1,120,000.00
		Chicago Commercial LLC (50% interest) Mortgage with Belmont Bank guaranteed by Debtor for \$408,589	-	325,000.00
		Plaza (Arlington Heights) Office LLC Mortgage with Riversource Life guaranteed by Debtor for \$6,202,650	-	5,740,000.00
		1 Transam Plaza (Oakbrook Terrace) LLC Subject to foreclosure proceeding by Blue Star Holdings LLC	-	0.00
		2200 South Main (Lombard) LLC Subject to forbearance agreement with Blue Star Holdings LLC	-	0.00

Sub-Total > **17,882,000.00**
(Total of this page)

Sheet 2 of 8 continuation sheets attached
to the Schedule of Personal Property

B6B (Official Form 6B) (12/07) - Cont.

In re Dvorkin Holdings, LLCCase No. 12-31336

Debtor

SCHEDULE B - PERSONAL PROPERTY - AMENDED

(Continuation Sheet)

Type of Property	N O N E	Description and Location of Property	Husband, Wife, Joint, or Community	Current Value of Debtor's Interest in Property, without Deducting any Secured Claim or Exemption
		1055 W 175th (Homewood) LLC Subject to foreclosure proceeding by Blue Star Holdings LLC	-	0.00
		Caveman Vegas LLC	-	0.00
		DTE Venture LLC owns interest in Lynwood Land Co LLC subject to forbearance agreement	-	0.00
		Sierra Office Solutions LLC (50% interest) Owns office furniture in office space at 1920 Highland, Lombard, Ill.	-	0.00
		1275 Davis (Elgin) LLC (66% interest)	-	495,000.00
		Farnsworth (Aurora) Landco LLC (100% interest) Mortgage with MB Financial guaranteed by Debtor	-	1,125,000.00
		1611 Stewart Street LLC (20% interest) Mortgage with Private Bank guaranteed by Debtor for \$505390	-	101,078.00
		2150 N. Clybourn (Chicago) LLC (52% interest) Mortgage with Centier Bank guaranteed by Debtor for \$1,282,008	-	826,800.00
		Matteson LLC (100% interest) Mortgage with Albany Bank guaranteed by Debtor for \$926,470	-	403,750.00
		Sterling 18th Street LLC (45% interest) Mortgage with Bank guaranteed by Debtor for \$10,000,000	-	8,595,000.00
		560 West Washington (Chicago) LLC (40% interest) Mortgage with First Merit Bank guaranteed by Debtor for \$990,000	-	528,000.00
		6200 N. Rockwell (Chicago) LLC (100% interest) Mortgage with Schaumburg Bank and Trust guaranteed by Debtor for \$181,683, subject to foreclosure proceeding	-	125,000.00
		Flossmoor Commons (Retail) LLC (93% interest) Mortgage with First Merit in the amount of \$2,391,450 guaranteed by Debtor	-	3,338,700.00

Sub-Total > **15,538,328.00**
(Total of this page)

Sheet 3 of 8 continuation sheets attached
to the Schedule of Personal Property

B6B (Official Form 6B) (12/07) - Cont.

In re **Dvorkin Holdings, LLC**Case No. **12-31336**

Debtor

SCHEDULE B - PERSONAL PROPERTY - AMENDED

(Continuation Sheet)

Type of Property	N O N E	Description and Location of Property	Husband, Wife, Joint, or Community	Current Value of Debtor's Interest in Property, without Deducting any Secured Claim or Exemption
		Flossmoor Commons (Professional) LLC (93% interest)	-	4,719,750.00
		Mortgage with First Merit in the amount of \$2391000 guaranteed by Debtor		
		Glenwood Residential LLC (40% interest)	-	88,000.00
		Mortgage with Schaumburg Bank and Trust in the amount of \$280,328 guaranteed by Debtor		
		Kinman Enterprises LLC (100% interest)	-	420,000.00
		Mortgage with Schaumburg Bank and Trust in the amount of \$307,317 guaranteed by Debtor		
		328 S. Jefferson (Chicago)SG LLC (12% interest)	-	3,420,000.00
		Mortgage with Wells Fargo in the amount of \$24,000,000 guaranteed by Debtor		
		4949-5001 W. Oakton Retail (Skokie) LLC Mortgage with First Merit in the amount of \$1,500,000 guaranteed by Debtor	-	1,425,000.00
		Lynwood DT Investors LLC owner of interest in Lynwood Land Co. LLC	-	0.00
		4949-5001 W. Oakton Residential Financing (Skokie) LLC owner of condo units at 4949-5001 W. Oakton Skokie, Ill. subject to mortgage held by Albany Bank in the amount of \$1,750,000	-	1,200,000.00
15. Government and corporate bonds and other negotiable and nonnegotiable instruments.		Belmont Financial Group Inc. Convertible Subordinated Venture due July 15, 2016	-	50,000.00
16. Accounts receivable.		Ambry Estates Joint Venture Lynwood LLC amounts owed for loan to joint venture	-	1,173,569.00
		Epaminodas Karvelas Secured Promissory Note	-	27,000.00
		Amounts owed by Blue Star Gearings LLC for moneys borrowed from wholly or entirely owned entities in November, 2011 for buyout of loans from lenders holding mortgages on properties in which Dvorkin Holdings had interest	-	Unknown
17. Alimony, maintenance, support, and property settlements to which the debtor is or may be entitled. Give particulars.	X			

Sub-Total > **12,523,319.00**
(Total of this page)

Sheet **4** of **8** continuation sheets attached to the Schedule of Personal Property

B6B (Official Form 6B) (12/07) - Cont.

In re Dvorkin Holdings, LLCCase No. 12-31336

Debtor

SCHEDULE B - PERSONAL PROPERTY - AMENDED
(Continuation Sheet)

Type of Property	N O N E	Description and Location of Property	Husband, Wife, Joint, or Community	Current Value of Debtor's Interest in Property, without Deducting any Secured Claim or Exemption
18. Other liquidated debts owed to debtor including tax refunds. Give particulars.	X			
19. Equitable or future interests, life estates, and rights or powers exercisable for the benefit of the debtor other than those listed in Schedule A - Real Property.		Equitable interest in 700 Grand Ave., Chicago, Ill. as a result of mistake in issuance of deed.	-	590,000.00
20. Contingent and noncontingent interests in estate of a decedent, death benefit plan, life insurance policy, or trust.		100% Beneficial interest in Trust 44203 which owns property at 3330-32 N. Clark Rd. Chicago - Mortgage of \$739,821	-	1,105,000.00
		50% beneficial interest in Trust 95-6249, Chicago Title Land Trust Company as successor Trustee to Cole Taylor Bank as Trustee under Trust Number 95-6249, which owns property located at 400-490 Bonnie Lane, Elk Grove, Illinois subject to a mortgage held by International Bank in the of \$643,609	-	1,000,000.00
		50% beneficial interest in Trust 98-6811, Chicago Title Land Trust Company as successor Trustee to Cole Taylor Bank as Trustee under Trust Number 98-6811, which owns property located at 246 E. Janata, Lombard, Illinois subject to a mortgage held by Harris BMO Bank in the amount of \$2,613,895	-	1,075,000.00
		60% beneficial interest in Trust 95-6296, Chicago Title Land Trust Company as successor Trustee to Cole Taylor Bank as Trustee under Trust Number 95-6296, which owns property located at 479 Business Center, Mount Prospect, Illinois	-	510,000.00
		50% beneficial interest in Trust 95-6457, Chicago Title Land Trust Company as successor Trustee to Cole Taylor Bank as Trustee under Trust Number 95-6457, which owns property located at 1203-1213 Maple, Chicago, Illinois subject to a mortgage held by Lisle Savings Bank in the amount of \$643,609	-	1,000,000.00
		80% beneficial interest in Trust 97-7440, Chicago Title Land Trust Company as successor Trustee to Cole Taylor Bank as Trustee under Trust Number 97-7440, which owns property located at 8215 S. Kedzie, Chicago, Illinois subject to a mortgage held by Oxford Bank in the amount of \$589,632	-	884,800.00

Sub-Total > **6,164,800.00**
(Total of this page)

Sheet 5 of 8 continuation sheets attached
to the Schedule of Personal Property

B6B (Official Form 6B) (12/07) - Cont.

In re **Dvorkin Holdings, LLC**Case No. **12-31336**

Debtor

SCHEDULE B - PERSONAL PROPERTY - AMENDED

(Continuation Sheet)

Type of Property	N O N E	Description and Location of Property	Husband, Wife, Joint, or Community	Current Value of Debtor's Interest in Property, without Deducting any Secured Claim or Exemption
		85% beneficial interest in Trust 44204, Chicago Title Land Trust Company as successor Trustee to Cole Taylor Bank as Trustee under Trust Number 44204, which owns property located at 3334-40 N. Clark, Chicago, Illinois subject to a mortgage held by Belmont Bank in the amount of \$739,821	-	1,105,000.00
		88% beneficial interest in Trust 43995, Chicago Title Land Trust Company as successor Trustee to Cole Taylor Bank as Trustee under Trust Number 43995, which owns property located at 621-649 W. Roosevelt Rd., Lombard, Illinois subject to a mortgage held by BMO Harris in the amount of \$443,994	-	827,200.00
		100% beneficial interest in Trust 94043, Chicago Title Land Trust Company as successor Trustee to Cole Taylor Bank as Trustee under Trust Number 94043, which owns property located at 840-844 W. Belden, Addison, Illinois subject to a mortgage held by BMO Harris in the amount of \$228,286	-	460,000.00
		50% beneficial interest in Trust 42454, Chicago Title Land Trust Company as successor Trustee to Cole Taylor Bank as Trustee under Trust Number 42454, which owns property located at 850 Meadowview Crossing, West Chicago, Illinois subject to a mortgage held by Belmont Bank in the amount of \$393,800	-	800,000.00
		50% beneficial interest in Trust 95-6249, Chicago Title Land Trust Company as successor Trustee to Cole Taylor Bank as Trustee under Trust Number 95-6249, which owns property located at 400-490 Bonnie Lane, Elk Grove, Illinois subject to a mortgage held by International Bank in the amount of \$410,000	-	740,000.00
		50% beneficial interest in Trust 37330, Chicago Title Land Trust Company as successor Trustee to Cole Taylor Bank as Trustee under Trust Number 37330, which owns property located at 696 E. Roosevelt Rd. Lombard, Illinois	-	1,000,000.00
		55% beneficial interest in Trust 96-6875, Chicago Title Land Trust Company as successor Trustee to Cole Taylor Bank as Trustee under Trust Number 96-6875, which owns property located at 811 Evergreen, Chicago, Illinois subject to a mortgage held by BMO Harris in the amount of \$1,270,000	-	715,000.00

Sub-Total > **5,647,200.00**
(Total of this page)

Sheet 6 of 8 continuation sheets attached
to the Schedule of Personal Property

B6B (Official Form 6B) (12/07) - Cont.

In re **Dvorkin Holdings, LLC**Case No. **12-31336**

Debtor

SCHEDULE B - PERSONAL PROPERTY - AMENDED

(Continuation Sheet)

Type of Property	N O N E	Description and Location of Property	Husband, Wife, Joint, or Community	Current Value of Debtor's Interest in Property, without Deducting any Secured Claim or Exemption
21. Other contingent and unliquidated claims of every nature, including tax refunds, counterclaims of the debtor, and rights to setoff claims. Give estimated value of each.	X			
22. Patents, copyrights, and other intellectual property. Give particulars.	X			
23. Licenses, franchises, and other general intangibles. Give particulars.	X			
24. Customer lists or other compilations containing personally identifiable information (as defined in 11 U.S.C. § 101(41A)) provided to the debtor by individuals in connection with obtaining a product or service from the debtor primarily for personal, family, or household purposes.	X			
25. Automobiles, trucks, trailers, and other vehicles and accessories.	X			
26. Boats, motors, and accessories.	X			
27. Aircraft and accessories.	X			
28. Office equipment, furnishings, and supplies.		One Office furnitue set consisting of desk, executive chair, sitting table, chairs and shelving loctaed at 1 Trans Am Plaza, Oak Brook, ill.	-	1,500.00
29. Machinery, fixtures, equipment, and supplies used in business.	X			
30. Inventory.	X			
31. Animals.	X			
32. Crops - growing or harvested. Give particulars.	X			
33. Farming equipment and implements.	X			
34. Farm supplies, chemicals, and feed.	X			

Sub-Total > **1,500.00**
(Total of this page)

Sheet **7** of **8** continuation sheets attached
to the Schedule of Personal Property

B6B (Official Form 6B) (12/07) - Cont.

In re **Dvorkin Holdings, LLC**Case No. **12-31336**

Debtor

SCHEDULE B - PERSONAL PROPERTY - AMENDED

(Continuation Sheet)

Type of Property	N O N E	Description and Location of Property	Husband, Wife, Joint, or Community	Current Value of Debtor's Interest in Property, without Deducting any Secured Claim or Exemption
35. Other personal property of any kind not already listed. Itemize.	X			

Sheet **8** of **8** continuation sheets attached
to the Schedule of Personal Property

Sub-Total > **0.00**
(Total of this page)
Total > **70,093,822.00**

(Report also on Summary of Schedules)

In re **Dvorkin Holdings, LLC**Case No. **12-31336**

Debtor

SCHEDULE G - EXECUTORY CONTRACTS AND UNEXPIRED LEASES - AMENDED

Describe all executory contracts of any nature and all unexpired leases of real or personal property. Include any timeshare interests. State nature of debtor's interest in contract, i.e., "Purchaser", "Agent", etc. State whether debtor is the lessor or lessee of a lease. Provide the names and complete mailing addresses of all other parties to each lease or contract described. If a minor child is a party to one of the leases or contracts, state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. §112 and Fed. R. Bankr. P. 1007(m).

☐ Check this box if debtor has no executory contracts or unexpired leases.

Name and Mailing Address, Including Zip Code, of Other Parties to Lease or Contract	Description of Contract or Lease and Nature of Debtor's Interest. State whether lease is for nonresidential real property. State contract number of any government contract.
Beitt Dan Lease	Lease on Unit 120, 1 Trans Am Plaza Drive, Oak Brook, IL 60181 non-residential property
Beverly Dvorkin 700 W. Grand - 5th Floor Chicago, IL 60654	Residential lease
Lamar Gayles 520 E. 46th Pl. Chicago, IL 60653	520 E. 46th Pl. Chicago, Ill.
McGrath Lexus of Westmont 500 E Ogden Avenue Westmont, IL 60559	201 E Lexus H5250H veh ID#JTHBB1BA8C 205005
Sweet Holy Sprit Missionary Baptist 8621 S. South Chicago Ave. Chicago, IL 60617	4553 S. Vincennes Ave, Chicago, Ill. 60653

B7 (Official Form 7) (04/10)

United States Bankruptcy Court
Northern District of Illinois, Eastern Division

In re **Dvorkin Holdings, LLC**

Debtor(s)

Case No. **12-31336**Chapter **11**

STATEMENT OF FINANCIAL AFFAIRS - AMENDED

This statement is to be completed by every debtor. Spouses filing a joint petition may file a single statement on which the information for both spouses is combined. If the case is filed under chapter 12 or chapter 13, a married debtor must furnish information for both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed. An individual debtor engaged in business as a sole proprietor, partner, family farmer, or self-employed professional, should provide the information requested on this statement concerning all such activities as well as the individual's personal affairs. To indicate payments, transfers and the like to minor children, state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. § 112; Fed. R. Bankr. P. 1007(m).

Questions 1 - 18 are to be completed by all debtors. Debtors that are or have been in business, as defined below, also must complete Questions 19 - 25. **If the answer to an applicable question is "None," mark the box labeled "None."** If additional space is needed for the answer to any question, use and attach a separate sheet properly identified with the case name, case number (if known), and the number of the question.

DEFINITIONS

"In business." A debtor is "in business" for the purpose of this form if the debtor is a corporation or partnership. An individual debtor is "in business" for the purpose of this form if the debtor is or has been, within six years immediately preceding the filing of this bankruptcy case, any of the following: an officer, director, managing executive, or owner of 5 percent or more of the voting or equity securities of a corporation; a partner, other than a limited partner, of a partnership; a sole proprietor or self-employed full-time or part-time. An individual debtor also may be "in business" for the purpose of this form if the debtor engages in a trade, business, or other activity, other than as an employee, to supplement income from the debtor's primary employment.

"Insider." The term "insider" includes but is not limited to: relatives of the debtor; general partners of the debtor and their relatives; corporations of which the debtor is an officer, director, or person in control; officers, directors, and any owner of 5 percent or more of the voting or equity securities of a corporate debtor and their relatives; affiliates of the debtor and insiders of such affiliates; any managing agent of the debtor. 11 U.S.C. § 101.

1. Income from employment or operation of business

None

☐

State the gross amount of income the debtor has received from employment, trade, or profession, or from operation of the debtor's business, including part-time activities either as an employee or in independent trade or business, from the beginning of this calendar year to the date this case was commenced. State also the gross amounts received during the **two years** immediately preceding this calendar year. (A debtor that maintains, or has maintained, financial records on the basis of a fiscal rather than a calendar year may report fiscal year income. Identify the beginning and ending dates of the debtor's fiscal year.) If a joint petition is filed, state income for each spouse separately. (Married debtors filing under chapter 12 or chapter 13 must state income of both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

AMOUNT

\$-254,712.00**\$-576,828.00****\$-3,443,225.00**

SOURCE

2012 YTD: Preliminary from checking statements**2011: 2011 trial balance, preliminary****2010: 2010 tax return**

2. Income other than from employment or operation of business

None ☒ State the amount of income received by the debtor other than from employment, trade, profession, or operation of the debtor's business during the **two years** immediately preceding the commencement of this case. Give particulars. If a joint petition is filed, state income for each spouse separately. (Married debtors filing under chapter 12 or chapter 13 must state income for each spouse whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

AMOUNT

SOURCE

3. Payments to creditors

None ☒ **Complete a. or b., as appropriate, and c.**

a. *Individual or joint debtor(s) with primarily consumer debts.* List all payments on loans, installment purchases of goods or services, and other debts to any creditor made within **90 days** immediately preceding the commencement of this case unless the aggregate value of all property that constitutes or is affected by such transfer is less than \$600. Indicate with an (*) any payments that were made to a creditor on account of a domestic support obligation or as part of an alternative repayment schedule under a plan by an approved nonprofit budgeting and credit counseling agency. (Married debtors filing under chapter 12 or chapter 13 must include payments by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF CREDITOR	DATES OF PAYMENTS	AMOUNT PAID	AMOUNT STILL OWING
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None ☐ b. *Debtor whose debts are not primarily consumer debts:* List each payment or other transfer to any creditor made within **90 days** immediately preceding the commencement of the case unless the aggregate value of all property that constitutes or is affected by such transfer is less than \$5,850*. If the debtor is an individual, indicate with an asterisk (*) any payments that were made to a creditor on account of a domestic support obligation or as part of an alternative repayment schedule under a plan by an approved nonprofit budgeting and credit counseling agency. (Married debtors filing under chapter 12 or chapter 13 must include payments and other transfers by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF CREDITOR	DATES OF PAYMENTS/ TRANSFERS	AMOUNT PAID OR VALUE OF TRANSFERS	AMOUNT STILL OWING
BEIT Dan LLC One Trans Am Plaza, St. 120 Oak Brook Terrace, IL 60181	5/29/2012, payment for back rent 6/27/12, June July Rent	\$38,345.00	\$0.00
Beulieu Commercial 19926 Hwy 25 S. Chatsworth, GA 30705	6/1/2012,	\$5,931.00	\$0.00

None ☐ c. *All debtors:* List all payments made within **one year** immediately preceding the commencement of this case to or for the benefit of creditors who are or were insiders. (Married debtors filing under chapter 12 or chapter 13 must include payments by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF CREDITOR AND RELATIONSHIP TO DEBTOR	DATE OF PAYMENT	AMOUNT PAID	AMOUNT STILL OWING
Beverly Dvorkin 23 E. Illinois St. Chicago, IL 60611 Owner	Payment for Health Insurance	\$17,686.00	\$0.00
Rachel Dvorkin Step daughter of owner	Health Insurance	\$7,313.00	\$0.00

* Amount subject to adjustment on 4/01/13, and every three years thereafter with respect to cases commenced on or after the date of adjustment.

4. Suits and administrative proceedings, executions, garnishments and attachments

None



a. List all suits and administrative proceedings to which the debtor is or was a party within **one year** immediately preceding the filing of this bankruptcy case. (Married debtors filing under chapter 12 or chapter 13 must include information concerning either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

CAPTION OF SUIT AND CASE NUMBER	NATURE OF PROCEEDING	COURT OR AGENCY AND LOCATION	STATUS OR DISPOSITION
First Bank v. Dvorkin Holdings, LLC, et al. 10CH3574	Complaint to foreclose mortgage	Circuit Court of the 16th Judicial Circuit Kane County, Illinois	Dismissed without prejudice
MB Financial Bank v. Chicago Title Land Trust Company Successor Trustee to Cole Taylor Bank, et al. 11CH2687	Complaint for foreclosure	Circuit Court of the Eighteenth Judicial Circuit DuPage County, Illinois	Voluntary dismissal
MB Financial Bank, N.A. v. Chicago Title Land Trust Co., Successor Trustee to Cole Taylor Bank, et al. 11CH2777	Complaint for foreclosure	Circuit Court of the Eighteenth Judicial Circuit DuPage County, Illinois	dismissed
First Merit Bank, N.A. v. 1055 W. 175th (Homewood), LLC, et al. 11 CH 05982	Complaint for foreclosure	Circuit Court of Cook County, Illinois, County Department, Chancery Division	Receiver appointed remainder of case still pending
Schaumburg Bank & Truste Co., N.A. v. Glenwood Residential, LLC, et al. 11CH39552	Complaint for foreclosure	Circuit Court of Cook County, Illinois, County Department, Chancery Division	Pending Motion to Appoint Receiver
Schaumburg Bank & Trust Compnay, N.A. v. 6200 N. Rockwell (Chicago), LLC, et al. 11CH39681	Complaint for mortgage foreclosure	Circuit Court of Cook County, Illinois, County Department Chancery Division	Pending Motion to Appoint Receiver
Schaumburg Bank & Trust Company, N.A. vs. Kinman Enterprise, LLC, et al. 12CH000463	Complaint for Mortgage Foreclosure	Circuit Court of the Eighteenth Judicial Circuit DuPage County, Illinois	Pending Receiver appointed.
MB Financial Bank v. Chicago Title Land Trust Co, Trustee, et al. 11CH2687	Complaint for foreclosure	Circuit Court of the Eighteenth Judicial Circuit DuPage County	Dismissed
MB Financial Bank, N.A. v. Oak West (Oak Brook Terrace) Office, LLC 11CH2679	Complaint for foreclosure	Circuit Court of the Eighteenth Judicial Circuit DuPage County, Illinois	Pending for Status
MB Financial Bank, N.A. v. U.S. Bank, N.A., et al. 11CH002783	Complaint for foreclosure	Circuit Court of the Eighteenth Judicial Circuit, DuPage County Illinois	Dismissed Counts I through VII January 27, 2012 Remaining Counts dismissted February 28, 2012
Blue Star Bearing, LLC v. Cole Taylor Bank, et al. 11CH2890	Complaint for foreclosure	Circuit Court of the Eighteenth Judicial Circuit DuPage County Illinois	Status review July 17, 2012
MB Financial Bank, N.A. v. 3330-40 West Dundee (Northbrook) LLC, et al. 11CH19088	Complaint for foreclosure	Circuit Court of Cook County Illinois, County Department, Chancery Division	Dismissed February 20, 2012
MB Financial Bank, N.A. v. Chicgo Title Land Trust Co., et al. 11CH19089	Complaint for foreclosure	Circuit Court of Cook County County Illinois Department Chancery Division	Voluntary Dismissal August 16, 2011

CAPTION OF SUIT AND CASE NUMBER	NATURE OF PROCEEDING	COURT OR AGENCY AND LOCATION	STATUS OR DISPOSITION
MB Financial Bank, N.A. v 1000 N. Halsted, LLC, et al. 11CH19090	Complaint for foreclosure	Circuit Court of Cook County Illinois County Department Chancery Division	Dismissal April 22, 2012
MB Financial Bank v. Chicago Title Land Trust Co., et al. 11CH19460	Complaint for foreclosure	Circuit Court of Cook County Illinois, County Department, Chancery Division	Dismissed November 2, 2011
MB Financial Bank, N.A. v. Chicago Title Land Trust Col, et al. 11CH1946	Complaint for foreclosure	Circuit Court of Cook County, Illinois, County Department Chancery Division	Dismissed August 18, 2011
MB Financial Bank v. 640-650 Lake Street LLC, et al. 11CH19912	Complaint for foreclosure	Circuit Court of Cook County Illinois County Department Chancery Division	Dismissed January 6, 2012
Focus VI, LLC v. Dvorkin Holdings, LLC, et al. 07CH21566	Suit for accounting and breach of fiduciary duty	Circuit Court of Cook County, Illinois County Department Chancery Division	Pending
Key Equipment Finance, Inc. v. Daniel Dvorkin, et al. 10L1249	Suit on guarantees	Circuit Court of DuPage County	Supplementar y proceedings commenced, Defendant's appeal pending
Albany Bank v. 11824 SW Highway (Palos Heights) LLC, Dvorkin Holdings, et al.; 12L8452	Recovery on Note	Cook County, Ill	Pending
Davis Park Centre v. American Equine Insurance Group Ltd., 10L408	Suit to collect unpaid rent	Kane County, Illinois	Pending
Crown Construction and Development Inc. v. Dvorkin Holdings, et al., 09CH15932	Action to pay lien	Cook County, Illinois	Pending
Focus VI LLC & Eric Rossi v. Dvorkin Holdings LLC., 07 CH 21566	Collection	Cook County, Ill.	Pending

None ☐ b. Describe all property that has been attached, garnished or seized under any legal or equitable process within **one year** immediately preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include information concerning property of either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF PERSON FOR WHOSE BENEFIT PROPERTY WAS SEIZED	DATE OF SEIZURE	DESCRIPTION AND VALUE OF PROPERTY
Texas 1845, LLC 7815 Karlmay Drive Waco, TX 76708	5-10-12	\$36,725.19

5. Repossessions, foreclosures and returns

None ☒ List all property that has been repossessed by a creditor, sold at a foreclosure sale, transferred through a deed in lieu of foreclosure or returned to the seller, within **one year** immediately preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include information concerning property of either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF CREDITOR OR SELLER	DATE OF REPOSSESSION, FORECLOSURE SALE, TRANSFER OR RETURN	DESCRIPTION AND VALUE OF PROPERTY
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6. Assignments and receiverships

- None ☒ a. Describe any assignment of property for the benefit of creditors made within **120 days** immediately preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include any assignment by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF ASSIGNEE	DATE OF ASSIGNMENT	TERMS OF ASSIGNMENT OR SETTLEMENT
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- None ☒ b. List all property which has been in the hands of a custodian, receiver, or court-appointed official within **one year** immediately preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include information concerning property of either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF CUSTODIAN	NAME AND LOCATION OF COURT CASE TITLE & NUMBER	DATE OF ORDER	DESCRIPTION AND VALUE OF PROPERTY
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7. Gifts

- None ☒ List all gifts or charitable contributions made within **one year** immediately preceding the commencement of this case except ordinary and usual gifts to family members aggregating less than \$200 in value per individual family member and charitable contributions aggregating less than \$100 per recipient. (Married debtors filing under chapter 12 or chapter 13 must include gifts or contributions by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF PERSON OR ORGANIZATION	RELATIONSHIP TO DEBTOR, IF ANY	DATE OF GIFT	DESCRIPTION AND VALUE OF GIFT
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8. Losses

- None ☒ List all losses from fire, theft, other casualty or gambling within **one year** immediately preceding the commencement of this case **or since the commencement of this case**. (Married debtors filing under chapter 12 or chapter 13 must include losses by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

DESCRIPTION AND VALUE OF PROPERTY	DESCRIPTION OF CIRCUMSTANCES AND, IF LOSS WAS COVERED IN WHOLE OR IN PART BY INSURANCE, GIVE PARTICULARS	DATE OF LOSS
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9. Payments related to debt counseling or bankruptcy

- None ☐ List all payments made or property transferred by or on behalf of the debtor to any persons, including attorneys, for consultation concerning debt consolidation, relief under the bankruptcy law or preparation of the petition in bankruptcy within **one year** immediately preceding the commencement of this case.

NAME AND ADDRESS OF PAYEE	DATE OF PAYMENT, NAME OF PAYOR IF OTHER THAN DEBTOR	AMOUNT OF MONEY OR DESCRIPTION AND VALUE OF PROPERTY
Springer, Brown, Covey, Gaertner and Dav 400 S County Farm Road Wheaton, IL 60187	May 16, 2012	\$50,000 retainer for filing of chapter 11 case
Springer, Brown, Covey, Gaertner & Davis 400 S. County Farm Road Suite 330 Wheaton, IL 60187	5/5/12	25,000 retainer for initial evaluation as to bankruptcy case filing

10. Other transfers

None



a. List all other property, other than property transferred in the ordinary course of the business or financial affairs of the debtor, transferred either absolutely or as security within **two years** immediately preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include transfers by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF TRANSFEREE,
RELATIONSHIP TO DEBTOR

DATE

DESCRIBE PROPERTY TRANSFERRED
AND VALUE RECEIVED

None



b. List all property transferred by the debtor within **ten years** immediately preceding the commencement of this case to a self-settled trust or similar device of which the debtor is a beneficiary.

NAME OF TRUST OR OTHER
DEVICE

DATE(S) OF
TRANSFER(S)

AMOUNT OF MONEY OR DESCRIPTION AND
VALUE OF PROPERTY OR DEBTOR'S INTEREST
IN PROPERTY

11. Closed financial accounts

None



List all financial accounts and instruments held in the name of the debtor or for the benefit of the debtor which were closed, sold, or otherwise transferred within **one year** immediately preceding the commencement of this case. Include checking, savings, or other financial accounts, certificates of deposit, or other instruments; shares and share accounts held in banks, credit unions, pension funds, cooperatives, associations, brokerage houses and other financial institutions. (Married debtors filing under chapter 12 or chapter 13 must include information concerning accounts or instruments held by or for either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF INSTITUTION	TYPE OF ACCOUNT, LAST FOUR DIGITS OF ACCOUNT NUMBER, AND AMOUNT OF FINAL BALANCE	AMOUNT AND DATE OF SALE OR CLOSING
First Merit 701 W. Lee Street Des Plaines, IL 60016	Checking Account 7483	\$10,020.39 As of May, 2011
MB Financial 6401 N. Lincoln Ave Lincolnwood, IL 60712	Checking Account 6816	\$33,935 As of May 2011
MB Financial 6401 N. Lincoln Ave Lincolnwood, IL 60712	Checking Account 6824	\$30,168 As of May 2011
First Merit Bank 701 W. Lee Street Des Plaines, IL 60016	Checking Account 5347	\$38,291 May 2011
MB Financial 6401 N. Lincoln Ave Lincolnwood, IL 60712	Checking Account 7996	\$40,613 as of May 2011
First Merit Bank 701 W. Lee Street Des Plaines, IL 60016	Checking Account 7459	\$60,162 As of May, 2011
Harris Bank 115 S LaSalle Street Chicago, IL 60603	Checking Account 6465	\$70,963 As of May 2011
First Merit Bank 701 W. Lee Street Des Plaines, IL 60016	Checking Account 7467	\$13,590 As of May 2011
First Merit Bank 701 W. Lee Street Des Plaines, IL 60016	Checking Account 7475	\$25,714 as of May 2011
Belmont Bank 8250 W. Belmont Chicago, IL 60634	Checking Account 5974	\$114,696 As of May 2011

NAME AND ADDRESS OF INSTITUTION	TYPE OF ACCOUNT, LAST FOUR DIGITS OF ACCOUNT NUMBER, AND AMOUNT OF FINAL BALANCE	AMOUNT AND DATE OF SALE OR CLOSING
Albany Bank 3400 W. Lawrence Ave. Chicago, IL 60625	Checking Account 5391	\$36,498 as of May 2011
MB Financial 800 W. Madison St. Chicago, IL 60607	Checking account 5271	\$51,144 June 2011

12. Safe deposit boxes

- None ☐ List each safe deposit or other box or depository in which the debtor has or had securities, cash, or other valuables within **one year** immediately preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include boxes or depositories of either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF BANK OR OTHER DEPOSITORY	NAMES AND ADDRESSES OF THOSE WITH ACCESS TO BOX OR DEPOSITORY	DESCRIPTION OF CONTENTS	DATE OF TRANSFER OR SURRENDER, IF ANY
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13. Setoffs

- None ☐ List all setoffs made by any creditor, including a bank, against a debt or deposit of the debtor within **90 days** preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include information concerning either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF CREDITOR	DATE OF SETOFF	AMOUNT OF SETOFF
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14. Property held for another person

- None ☐ List all property owned by another person that the debtor holds or controls.

NAME AND ADDRESS OF OWNER	DESCRIPTION AND VALUE OF PROPERTY	LOCATION OF PROPERTY
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15. Prior address of debtor

- None ☐ If the debtor has moved within **three years** immediately preceding the commencement of this case, list all premises which the debtor occupied during that period and vacated prior to the commencement of this case. If a joint petition is filed, report also any separate address of either spouse.

ADDRESS	NAME USED	DATES OF OCCUPANCY
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16. Spouses and Former Spouses

- None ☐ If the debtor resides or resided in a community property state, commonwealth, or territory (including Alaska, Arizona, California, Idaho, Louisiana, Nevada, New Mexico, Puerto Rico, Texas, Washington, or Wisconsin) within **eight years** immediately preceding the commencement of the case, identify the name of the debtor's spouse and of any former spouse who resides or resided with the debtor in the community property state.

NAME

17. Environmental Information.

For the purpose of this question, the following definitions apply:

"Environmental Law" means any federal, state, or local statute or regulation regulating pollution, contamination, releases of hazardous or toxic substances, wastes or material into the air, land, soil, surface water, groundwater, or other medium, including, but not limited to, statutes or regulations regulating the cleanup of these substances, wastes, or material.

"Site" means any location, facility, or property as defined under any Environmental Law, whether or not presently or formerly owned or operated by the debtor, including, but not limited to, disposal sites.

"Hazardous Material" means anything defined as a hazardous waste, hazardous substance, toxic substance, hazardous material, pollutant, or contaminant or similar term under an Environmental Law

- None ☐ a. List the name and address of every site for which the debtor has received notice in writing by a governmental unit that it may be liable or potentially liable under or in violation of an Environmental Law. Indicate the governmental unit, the date of the notice, and, if known, the Environmental Law:

SITE NAME AND ADDRESS	NAME AND ADDRESS OF GOVERNMENTAL UNIT	DATE OF NOTICE	ENVIRONMENTAL LAW
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- None ☐ b. List the name and address of every site for which the debtor provided notice to a governmental unit of a release of Hazardous Material. Indicate the governmental unit to which the notice was sent and the date of the notice.

SITE NAME AND ADDRESS	NAME AND ADDRESS OF GOVERNMENTAL UNIT	DATE OF NOTICE	ENVIRONMENTAL LAW
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- None ☐ c. List all judicial or administrative proceedings, including settlements or orders, under any Environmental Law with respect to which the debtor is or was a party. Indicate the name and address of the governmental unit that is or was a party to the proceeding, and the docket number.

NAME AND ADDRESS OF GOVERNMENTAL UNIT	DOCKET NUMBER	STATUS OR DISPOSITION
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18. Nature, location and name of business

- None ☐ a. *If the debtor is an individual*, list the names, addresses, taxpayer identification numbers, nature of the businesses, and beginning and ending dates of all businesses in which the debtor was an officer, director, partner, or managing executive of a corporation, partner in a partnership, sole proprietor, or was self-employed in a trade, profession, or other activity either full- or part-time within **six years** immediately preceding the commencement of this case, or in which the debtor owned 5 percent or more of the voting or equity securities within **six years** immediately preceding the commencement of this case.

If the debtor is a partnership, list the names, addresses, taxpayer identification numbers, nature of the businesses, and beginning and ending dates of all businesses in which the debtor was a partner or owned 5 percent or more of the voting or equity securities, within **six years** immediately preceding the commencement of this case.

If the debtor is a corporation, list the names, addresses, taxpayer identification numbers, nature of the businesses, and beginning and ending dates of all businesses in which the debtor was a partner or owned 5 percent or more of the voting or equity securities within **six years** immediately preceding the commencement of this case.

NAME	LAST FOUR DIGITS OF SOCIAL-SECURITY OR OTHER INDIVIDUAL TAXPAYER-I.D. NO. (ITIN)/ COMPLETE EIN	ADDRESS	NATURE OF BUSINESS	BEGINNING AND ENDING DATES
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- None ☐ b. Identify any business listed in response to subdivision a., above, that is "single asset real estate" as defined in 11 U.S.C. § 101.

NAME	ADDRESS
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The following questions are to be completed by every debtor that is a corporation or partnership and by any individual debtor who is or has been, within **six years** immediately preceding the commencement of this case, any of the following: an officer, director, managing executive, or owner of more than 5 percent of the voting or equity securities of a corporation; a partner, other than a limited partner, of a partnership, a sole proprietor, or self-employed in a trade, profession, or other activity, either full- or part-time.

(An individual or joint debtor should complete this portion of the statement **only** if the debtor is or has been in business, as defined above, within six years immediately preceding the commencement of this case. A debtor who has not been in business within those six years should go directly to the signature page.)

19. Books, records and financial statements

- None ☐ a. List all bookkeepers and accountants who within **two years** immediately preceding the filing of this bankruptcy case kept or supervised the keeping of books of account and records of the debtor.

NAME AND ADDRESS

Natalie McHugh
8707 N Skokie Blvd.
Skokie, IL 60077

DATES SERVICES RENDERED

- present

- None ☒ b. List all firms or individuals who within the **two years** immediately preceding the filing of this bankruptcy case have audited the books of account and records, or prepared a financial statement of the debtor.

NAME

ADDRESS

DATES SERVICES RENDERED

- None ☐ c. List all firms or individuals who at the time of the commencement of this case were in possession of the books of account and records of the debtor. If any of the books of account and records are not available, explain.

NAME

Natalie McHugh
Debtor

ADDRESS

8707 N Skokie Blvd
Suite 400
Skokie, IL 60077

Debtor

- None ☐ d. List all financial institutions, creditors and other parties, including mercantile and trade agencies, to whom a financial statement was issued by the debtor within **two years** immediately preceding the commencement of this case.

NAME AND ADDRESS

Belmont Bank & Truste
8250 W. Belmont Ave
Chicago, IL 60634

DATE ISSUED

Columbia Management
25515 Ameriprise Financial
Minneapolis, MN 55474

First Merit
501 W. North Ave.
Melrose Park, IL 60160

Albany Bank & Trust
3400 W Lawrence Ave
Chicago, IL 60625

Oxford Bank
1111 W. 22nd Street
Suite 800
Oak Brook, IL 60523

First Bank
1699 Wall St
Suite 500
Mount Prospect, IL 60056

NAME AND ADDRESS

MB Financial
6401 N. Lincoln Ave.
Lincolnwood, IL 60712

Centier Bank
9701 Indianapolis Blvd
Highland, IN 46322

International Bank
5069 N. Broadway Ave
Chicago, IL 60640

Lisle Savings & Loan
1450 Maple Ave
Lisle, IL 60532

Bayview Loan Servicing
62516 Collection Center Dr
Chicago, IL 60693

First Nations Bank
7757 W Devon Ave
Chicago, IL 60631

DATE ISSUED

20. Inventories

None



a. List the dates of the last two inventories taken of your property, the name of the person who supervised the taking of each inventory, and the dollar amount and basis of each inventory.

DATE OF INVENTORY

INVENTORY SUPERVISOR

DOLLAR AMOUNT OF INVENTORY
 (Specify cost, market or other basis)

None



b. List the name and address of the person having possession of the records of each of the two inventories reported in a., above.

DATE OF INVENTORY

NAME AND ADDRESSES OF CUSTODIAN OF INVENTORY
 RECORDS

21 . Current Partners, Officers, Directors and Shareholders

None



a. If the debtor is a partnership, list the nature and percentage of partnership interest of each member of the partnership.

NAME AND ADDRESS

NATURE OF INTEREST

PERCENTAGE OF INTEREST

None



b. If the debtor is a corporation, list all officers and directors of the corporation, and each stockholder who directly or indirectly owns, controls, or holds 5 percent or more of the voting or equity securities of the corporation.

NAME AND ADDRESS

TITLE

NATURE AND PERCENTAGE
 OF STOCK OWNERSHIP

EISKALT, LLC**Member****27.7778%****Francine Dvorkin Irrevocable Trust****Member****5%****Beverly Trust****Member****33.6111%****Aaron Trust****Member****33.6111%**

22 . Former partners, officers, directors and shareholders

None ☒ a. If the debtor is a partnership, list each member who withdrew from the partnership within **one year** immediately preceding the commencement of this case.

NAME	ADDRESS	DATE OF WITHDRAWAL
------	---------	--------------------

None ☒ b. If the debtor is a corporation, list all officers, or directors whose relationship with the corporation terminated within **one year** immediately preceding the commencement of this case.

NAME AND ADDRESS	TITLE	DATE OF TERMINATION
------------------	-------	---------------------

23 . Withdrawals from a partnership or distributions by a corporation

None ☐ If the debtor is a partnership or corporation, list all withdrawals or distributions credited or given to an insider, including compensation in any form, bonuses, loans, stock redemptions, options exercised and any other perquisite during **one year** immediately preceding the commencement of this case.

NAME & ADDRESS OF RECIPIENT, RELATIONSHIP TO DEBTOR	DATE AND PURPOSE OF WITHDRAWAL	AMOUNT OF MONEY OR DESCRIPTION AND VALUE OF PROPERTY
Francine Dvorkin	Salary	\$50,000

**President of DH-EK Management Corp.,
Manager of Debtor**

24. Tax Consolidation Group.

None ☒ If the debtor is a corporation, list the name and federal taxpayer identification number of the parent corporation of any consolidated group for tax purposes of which the debtor has been a member at any time within **six years** immediately preceding the commencement of the case.

NAME OF PARENT CORPORATION	TAXPAYER IDENTIFICATION NUMBER (EIN)
----------------------------	--------------------------------------

25. Pension Funds.

None ☒ If the debtor is not an individual, list the name and federal taxpayer-identification number of any pension fund to which the debtor, as an employer, has been responsible for contributing at any time within **six years** immediately preceding the commencement of the case.

NAME OF PENSION FUND	TAXPAYER IDENTIFICATION NUMBER (EIN)
----------------------	--------------------------------------

DECLARATION UNDER PENALTY OF PERJURY ON BEHALF OF CORPORATION OR PARTNERSHIP

I declare under penalty of perjury that I have read the answers contained in the foregoing statement of financial affairs and any attachments thereto and that they are true and correct to the best of my knowledge, information and belief.

Date September 25, 2012

Signature /s/ Loran Eatman
Loran Eatman
Vice President, DH-EK Management Corp.

[An individual signing on behalf of a partnership or corporation must indicate position or relationship to debtor.]

Penalty for making a false statement: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571

Northern District of Illinois Claims Register

12-31336 Dvorkin Holdings, LLC

Honorable Judge: Jack B. Schmetterer

Chapter: 11

Office: Chicago

Last Date to file claims: 02/27/2013

Trustee: Gus A Paloian

Last Date to file (Govt):

Creditor: (19354960) <u>History</u> Department of the Treasury Internal Revenue Service P.O. Box 7346 Philadelphia, PA 19101-7346	Claim No: 1 <i>Original Filed Date:</i> 08/24/2012 <i>Original Entered Date:</i> 08/24/2012 <i>Last Amendment Filed:</i> 08/14/2014 <i>Last Amendment Entered:</i> 08/14/2014	Status: <i>Filed by:</i> CR <i>Entered by:</i> Bruce Hayes <i>Modified:</i> 05/03/2013																		
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%;">Amount</td> <td style="width: 15%;">claimed:</td> <td style="width: 15%;">\$0.00</td> <td style="width: 15%;"></td> <td style="width: 15%;"></td> <td style="width: 15%;"></td> </tr> <tr> <td>Secured</td> <td>claimed:</td> <td>\$0.00</td> <td></td> <td></td> <td></td> </tr> <tr> <td>Priority</td> <td>claimed:</td> <td>\$0.00</td> <td></td> <td></td> <td></td> </tr> </table>			Amount	claimed:	\$0.00				Secured	claimed:	\$0.00				Priority	claimed:	\$0.00			
Amount	claimed:	\$0.00																		
Secured	claimed:	\$0.00																		
Priority	claimed:	\$0.00																		
History: <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 10%;">Details</td> <td style="width: 5%;"></td> <td style="width: 10%;">1-1</td> <td style="width: 15%;">08/24/2012</td> <td style="width: 60%;">Claim #1 filed by Department of the Treasury, Amount claimed: \$1500.00 (Hayes, Bruce)</td> </tr> <tr> <td>Details</td> <td></td> <td>1-2</td> <td>05/02/2013</td> <td>Amended Claim #1 filed by Department of the Treasury, Amount claimed: \$500.00 (Hayes, Bruce)</td> </tr> <tr> <td>Details</td> <td></td> <td>1-3</td> <td>08/14/2014</td> <td>Amended Claim #1 filed by Department of the Treasury, Amount claimed: \$0.00 (Hayes, Bruce)</td> </tr> </table>			Details		1-1	08/24/2012	Claim #1 filed by Department of the Treasury, Amount claimed: \$1500.00 (Hayes, Bruce)	Details		1-2	05/02/2013	Amended Claim #1 filed by Department of the Treasury, Amount claimed: \$500.00 (Hayes, Bruce)	Details		1-3	08/14/2014	Amended Claim #1 filed by Department of the Treasury, Amount claimed: \$0.00 (Hayes, Bruce)			
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Details		1-3	08/14/2014	Amended Claim #1 filed by Department of the Treasury, Amount claimed: \$0.00 (Hayes, Bruce)																
Description:																				
Remarks: (1-2) Modified on 05/03/2013 to correct creditor name (LTK)																				

Creditor: (19481899) <u>History</u> Schaumburg Bank & Trust Company c/o Samantha Licker Garfield & Merel, Ltd 180 N. Stetson, Suite 1300 Chicago, IL 60601	Claim No: 2 <i>Original Filed Date:</i> 09/27/2012 <i>Original Entered Date:</i> 09/27/2012	Status: <i>Filed by:</i> CR <i>Entered by:</i> Samantha Babcock <i>Modified:</i> 06/23/2014												
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%;">Amount</td> <td style="width: 15%;">claimed:</td> <td style="width: 15%;">\$836054.81</td> <td style="width: 15%;"></td> <td style="width: 15%;"></td> <td style="width: 15%;"></td> </tr> <tr> <td>Secured</td> <td>claimed:</td> <td>\$752000.00</td> <td></td> <td></td> <td></td> </tr> </table>			Amount	claimed:	\$836054.81				Secured	claimed:	\$752000.00			
Amount	claimed:	\$836054.81												
Secured	claimed:	\$752000.00												
History: <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 10%;">Details</td> <td style="width: 5%;"></td> <td style="width: 10%;">2-1</td> <td style="width: 15%;">09/27/2012</td> <td style="width: 60%;">Claim #2 filed by Schaumburg Bank & Trust Company, Amount claimed: \$836054.81 (Babcock, Samantha)</td> </tr> </table>			Details		2-1	09/27/2012	Claim #2 filed by Schaumburg Bank & Trust Company, Amount claimed: \$836054.81 (Babcock, Samantha)							
Details		2-1	09/27/2012	Claim #2 filed by Schaumburg Bank & Trust Company, Amount claimed: \$836054.81 (Babcock, Samantha)										
Description: (2-1) investment real estate, breach of promissory note														
Remarks: (2-1) Modified on 09/28/2012 to correct creditor address (LTK) - Claim #2 has been modified as a general unsecured claim per order entry #452 - lw														

Creditor: (19519282) Toyota Motor Credit Corporation (TMCC) PO BOX 8026 Cedar Rapids, Iowa 52408-8026	Claim No: 3 Original Filed Date: 10/02/2012 Original Entered Date: 10/02/2012	Status: Filed by: CR Entered by: Brittny N Martinson Modified:					
<table border="1"> <tr> <td>Amount</td> <td>claimed:</td> <td>\$26030.00</td> <td></td> <td></td> </tr> </table>			Amount	claimed:	\$26030.00		
Amount	claimed:	\$26030.00					
History:							
<table border="1"> <tr> <td>Details</td> <td></td> <td>3-1</td> <td>10/02/2012</td> <td>Claim #3 filed by Toyota Motor Credit Corporation (TMCC), Amount claimed: \$26030.00 (Martinson, Brittny)</td> </tr> </table>			Details		3-1	10/02/2012	Claim #3 filed by Toyota Motor Credit Corporation (TMCC), Amount claimed: \$26030.00 (Martinson, Brittny)
Details		3-1	10/02/2012	Claim #3 filed by Toyota Motor Credit Corporation (TMCC), Amount claimed: \$26030.00 (Martinson, Brittny)			
Description:							
Remarks:							

Creditor: (19652796) Ascher Brothers Company, Inc. c/o George E. Sang Schoenberg Finkel Newman & Rosenberg LLC 222 S. Riverside Plaza, Suite 2100 Chicago, IL 60606	Claim No: 4 Original Filed Date: 11/02/2012 Original Entered Date: 11/02/2012	Status: Filed by: CR Entered by: David S. Makarski Modified:															
<table border="1"> <tr> <td>Amount</td> <td>claimed:</td> <td>\$55993.85</td> <td></td> <td></td> </tr> <tr> <td>Secured</td> <td>claimed:</td> <td>\$27696.33</td> <td></td> <td></td> </tr> </table>			Amount	claimed:	\$55993.85			Secured	claimed:	\$27696.33							
Amount	claimed:	\$55993.85															
Secured	claimed:	\$27696.33															
History:																	
<table border="1"> <tr> <td>Details</td> <td></td> <td>4-1</td> <td>11/02/2012</td> <td>Claim #4 filed by Ascher Brothers Company, Inc., Amount claimed: \$55993.85 (Makarski, David)</td> </tr> <tr> <td></td> <td></td> <td>367</td> <td>10/15/2013</td> <td>Notice of Hearing and Objection to Claim(s) 4 of Ascher Brothers Company, Inc. Filed by James B. Sowka on behalf of Gus A Paloian. Hearing scheduled for 11/15/2013 at 10:30 AM at 219 South Dearborn, Courtroom 682, Chicago, Illinois 60604. (Attachments: # 1 Exhibit A)(Sowka, James) Modified on 10/16/2013 Missing Proposed Order Filer Notified to Refile(Mendoza, Catherine).</td> </tr> <tr> <td></td> <td></td> <td>388</td> <td>11/15/2013</td> <td>Order Disallowing Objection to Claim 4. (RE: 367 Objection to Claim). Signed on 11/15/2013 (Korotko, Leon)</td> </tr> </table>			Details		4-1	11/02/2012	Claim #4 filed by Ascher Brothers Company, Inc., Amount claimed: \$55993.85 (Makarski, David)			367	10/15/2013	Notice of Hearing and Objection to Claim(s) 4 of Ascher Brothers Company, Inc. Filed by James B. Sowka on behalf of Gus A Paloian. Hearing scheduled for 11/15/2013 at 10:30 AM at 219 South Dearborn, Courtroom 682, Chicago, Illinois 60604. (Attachments: # 1 Exhibit A)(Sowka, James) Modified on 10/16/2013 Missing Proposed Order Filer Notified to Refile (Mendoza, Catherine).			388	11/15/2013	Order Disallowing Objection to Claim 4. (RE: 367 Objection to Claim). Signed on 11/15/2013 (Korotko, Leon)
Details		4-1	11/02/2012	Claim #4 filed by Ascher Brothers Company, Inc., Amount claimed: \$55993.85 (Makarski, David)													
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		388	11/15/2013	Order Disallowing Objection to Claim 4. (RE: 367 Objection to Claim). Signed on 11/15/2013 (Korotko, Leon)													
Description: (4-1) Services Performed																	
Remarks:																	

Creditor: (19288982) <u>History</u> Centier Bank Deutsch, Levy & Engel, Chartered 225 W Washington Street Suite 1700 Chicago, IL 60606	Claim No: 5 Original Filed Date: 11/09/2012 Original Entered Date: 11/09/2012	Status: Filed by: CR Entered by: Emily N Masalski Modified: 11/13/2012					
<table border="1"> <tr> <td>Amount</td> <td>claimed:</td> <td>\$979574.51</td> <td></td> <td></td> </tr> </table>			Amount	claimed:	\$979574.51		
Amount	claimed:	\$979574.51					
History:							
<table border="1"> <tr> <td>Details</td> <td></td> <td>5-1</td> <td>11/09/2012</td> <td>Claim #5 filed by Centier Bank, Amount claimed: \$979574.51 (Masalski, Emily)</td> </tr> </table>			Details		5-1	11/09/2012	Claim #5 filed by Centier Bank, Amount claimed: \$979574.51 (Masalski, Emily)
Details		5-1	11/09/2012	Claim #5 filed by Centier Bank, Amount claimed: \$979574.51 (Masalski, Emily)			
Description: (5-1) Guaranty of 2150 Loan							
Remarks: (5-1) Modified on 11/13/2012 to correct creditor address (LTK)							

History:			
<u>Details</u>	<u>5-1</u>	11/09/2012	Claim #5 filed by Centier Bank, Amount claimed: \$979574.51 (Masalski, Emily)
Description: (5-1) Guaranty of 2150 Loan			
Remarks: (5-1) Modified on 11/13/2012 to correct creditor address (LTK)			

Creditor: (19288982) Centier Bank Deutsch, Levy & Engel, Chartered 225 W Washington Street Suite 1700 Chicago, IL 60606	Claim No: 6 Original Filed Date: 11/09/2012 Original Entered Date: 11/09/2012	Status: Filed by: CR Entered by: Emily N Masalski Modified: 11/13/2012
Amount claimed: \$979574.51		

History:			
<u>Details</u>	<u>6-1</u>	11/09/2012	Claim #6 filed by Centier Bank, Amount claimed: \$979574.51 (Masalski, Emily)
	<u>145</u>	11/19/2012	Withdrawal of Claim(s): 6 Filed by Emily N Masalski on behalf of Centier Bank. (Masalski, Emily)
Description: (6-1) Guaranty of 2150 Loan			
Remarks: (6-1) Modified on 11/13/2012 to correct creditor address (LTK)			

Creditor: (19680799) Asset Liquidators, LLC, as assignee of Texas 1845, LLC, as successor to Key Equipment Finance, Inc. c/o Michael Waters and William Thorsness Vedder Price, 222 N. LaSalle St. Chicago, IL 60601	Claim No: 7 Original Filed Date: 11/12/2012 Original Entered Date: 11/12/2012	Status: Filed by: CR Entered by: William W Thorsness Modified: 11/13/2012
Amount claimed: \$8259292.09		

History:			
<u>Details</u>	<u>7-1</u>	11/12/2012	Claim #7 filed by Asset Liquidators, LLC, as assignee of Texas, Amount claimed: \$8259292.09 (Thorsness, William)
Description:			
Remarks: (7-1) Modified on 11/13/2012 to correct claim amount (LTK)			

Creditor: (19448506) BMO Harris Bank, N.A.	Claim No: 8 Original Filed Date: 11/12/2012	Status: Filed by: CR	
History:			
<u>Details</u>	<u>8-1</u>	11/12/2012	Claim #8 filed by BMO Harris Bank, N.A., Amount claimed: \$0.00 (McManus, Colleen)
	<u>473</u>	05/16/2014	Withdrawal of Claim(s): 8 Filed by Colleen E McManus on behalf of BMO Harris Bank, N.A.. (McManus, Colleen)
Description:			
Remarks: (8-1) Docketed on Wrong Case, Filer Notified to Refile (Modified on 11/13/12dp)			

311 West Monroe Chicago, IL 60690		Original Entered Date: 11/12/2012		Entered by: Colleen E McManus Modified: 11/13/2012	
Amount	claimed:	\$0.00			
History:					
Details	8-1	11/12/2012	Claim #8 filed by BMO Harris Bank, N.A., Amount claimed: \$0.00 (McManus, Colleen)		
	473	05/16/2014	Withdrawal of Claim(s): 8 Filed by Colleen E McManus on behalf of BMO Harris Bank, N.A.. (McManus, Colleen)		
Description:					
Remarks: (8-1) Docketed on Wrong Case, Filer Notified to Refile (Modified on 11/13/12dp)					

Creditor: (21371996) ASM Capital IV, L.P. 7600 Jericho Turnpike, Suite 302 Woodbury, NY 11797 <u>Claimant History</u>		Claim No: 9 Original Filed Date: 11/14/2012 Original Entered Date: 11/14/2012 Last Amendment Filed: 11/15/2012 Last Amendment Entered: 11/15/2012		Status: Filed by: CR Entered by: Brenda Porter Helms, ESQ Modified: 11/15/2012	
Amount	claimed:	\$5582520.29			
History:					
Details	9-1	11/14/2012	Claim #9 filed by Albany Bank, Amount claimed: \$5582520.29 (Helms, Brenda)		
Details	9-2	11/15/2012	Amended Claim #9 filed by Albany Bank, Amount claimed: \$5582520.29 (Helms, Brenda)		
	415	12/30/2013	Transfer of Claim. Transferor: <u>Albany Bank</u> (Claim No. 9, Amount 5,582,520.29) To ASM Capital IV, L.P. Fee Amount \$25 Filed by ASM Capital IV, L.P.. Objections due by 01/21/2014. (Wolfe, Douglas)		
	427	01/21/2014	Incorrect Event, Filer Notified to Refile Amended Transfer of Claim 9 to correct purchase agreement Filed by ASM Capital IV, L.P. (RE: <u>415</u> Transfer of Claim). (Wolfe, Douglas) Modified on 1/22/2014 (Pruitt, Debra).		
Description: (9-1) 3 guarantees (9-2) BUSINESS LOAN GUARANTEES					
Remarks: (9-1) Incomplete PDF, filer notified to file an amended claim (Modified on 11/15/12)dp					

Creditor: (19691372) R.G. Construction Services, Inc. c/o David J. Chroust Ice Miller LLP 2300 Cabot Drive, Ste. 455 Lisle, IL 60532		Claim No: 10 Original Filed Date: 11/14/2012 Original Entered Date: 11/14/2012		Status: Filed by: AT Entered by: John D. Burke Modified: 06/23/2014	
Amount	claimed:	\$0.00			
Secured	claimed:	\$0.00			
Priority	claimed:	\$0.00			
History:					
Details	10-1	11/14/2012	Claim #10 filed by R.G. Construction Services, Inc., Amount claimed: \$0.00 (Burke, John)		
Description: (10-1) claim for labor and materials supplied					
Remarks: (10-1) Modified Claim Amount 11/15/12dp - Claim #10 is withdrawn per order entry #423 - lw					

Creditor: (19289002) History North Shore Community Bank & Trust c/o Robert J Huguelet Jr, PC 10749 Winterset Drive Orland Park, IL 60467		Claim No: 11 Original Filed Date: 11/15/2012 Original Entered Date: 11/15/2012		Status: Filed by: CR Entered by: Robert J Huguelet, Jr Modified: 11/16/2012							
Amount	claimed:	\$222934.95									
Secured	claimed:	\$0.00									
Priority	claimed:	\$0.00									
History: <table border="1"> <tr> <td>Details</td> <td></td> <td>11-1</td> <td>11/15/2012</td> <td colspan="2">Claim #11 filed by North Shore Community Bank & Trust, Amount claimed: \$222934.95 (Huguelet, Robert)</td> </tr> </table>						Details		11-1	11/15/2012	Claim #11 filed by North Shore Community Bank & Trust, Amount claimed: \$222934.95 (Huguelet, Robert)	
Details		11-1	11/15/2012	Claim #11 filed by North Shore Community Bank & Trust, Amount claimed: \$222934.95 (Huguelet, Robert)							
Description:											
Remarks: (11-1) Modified on 11/16/2012 to correct creditor address (LTK)											

Creditor: (19697700) FirstMerit Bank, N.A. c/o Meltzer, Purtil & Stelle LLC Attn: Steven R. Rogovin 300 S. Wacker Drive, Suite 3500 Chicago, IL 60606		Claim No: 12 Original Filed Date: 11/15/2012 Original Entered Date: 11/15/2012		Status: Filed by: CR Entered by: Forrest B Lammiman Modified:							
Amount	claimed:	\$15693038.21									
History: <table border="1"> <tr> <td>Details</td> <td></td> <td>12-1</td> <td>11/15/2012</td> <td colspan="2">Claim #12 filed by FirstMerit Bank, N.A., Amount claimed: \$15693038.21 (Lammiman, Forrest)</td> </tr> </table>						Details		12-1	11/15/2012	Claim #12 filed by FirstMerit Bank, N.A., Amount claimed: \$15693038.21 (Lammiman, Forrest)	
Details		12-1	11/15/2012	Claim #12 filed by FirstMerit Bank, N.A., Amount claimed: \$15693038.21 (Lammiman, Forrest)							
Description: (12-1) Guaranties of monies loaned											
Remarks: (12-1) See attached back-up											

Creditor: (19698024) BMO Harris Bank N.A. c/o Carlson Dash LLC 216 S. Jefferson, Suite 504 Chicago, IL 60661		Claim No: 13 Original Filed Date: 11/15/2012 Original Entered Date: 11/15/2012		Status: Filed by: CR Entered by: Colleen E McManus Modified:							
Amount	claimed:	\$3793265.24									
History: <table border="1"> <tr> <td>Details</td> <td></td> <td>13-1</td> <td>11/15/2012</td> <td colspan="2">Claim #13 filed by BMO Harris Bank N.A., Amount claimed: \$3793265.24 (McManus, Colleen)</td> </tr> </table>						Details		13-1	11/15/2012	Claim #13 filed by BMO Harris Bank N.A., Amount claimed: \$3793265.24 (McManus, Colleen)	
Details		13-1	11/15/2012	Claim #13 filed by BMO Harris Bank N.A., Amount claimed: \$3793265.24 (McManus, Colleen)							
Description:											
Remarks:											

Creditor: (22696647) ASM Capital V, L.P. 7600 Jericho Turnpike, Suite 302 Woodbury, NY 11797 <u>Claimant</u> <u>History</u>		Claim No: 14 Original Filed Date: 11/15/2012 Original Entered Date: 11/15/2012	Status: Filed by: CR Entered by: Jerry L Switzer Modified:								
Amount claimed: \$3504767.25											
History: <table border="1"> <tr> <td><u>Details</u></td> <td>14-1</td> <td>11/15/2012</td> <td>Claim #14 filed by ColFin Bulls Funding A, LLC, Amount claimed: \$3504767.25 (Switzer, Jerry)</td> </tr> <tr> <td></td> <td>550</td> <td>12/04/2014</td> <td>Transfer of Claim. Transferor: ColFin Bulls Funding A, LLC (Claim No. 14, Amount 1,250,000.00) To ASM Capital V, L.P. Fee Amount \$25 Filed by ASM Capital V, L.P.. Objections due by 12/26/2014. (Wolfe, Douglas)</td> </tr> </table>				<u>Details</u>	14-1	11/15/2012	Claim #14 filed by ColFin Bulls Funding A, LLC, Amount claimed: \$3504767.25 (Switzer, Jerry)		550	12/04/2014	Transfer of Claim. Transferor: ColFin Bulls Funding A, LLC (Claim No. 14, Amount 1,250,000.00) To ASM Capital V, L.P. Fee Amount \$25 Filed by ASM Capital V, L.P.. Objections due by 12/26/2014. (Wolfe, Douglas)
<u>Details</u>	14-1	11/15/2012	Claim #14 filed by ColFin Bulls Funding A, LLC, Amount claimed: \$3504767.25 (Switzer, Jerry)								
	550	12/04/2014	Transfer of Claim. Transferor: ColFin Bulls Funding A, LLC (Claim No. 14, Amount 1,250,000.00) To ASM Capital V, L.P. Fee Amount \$25 Filed by ASM Capital V, L.P.. Objections due by 12/26/2014. (Wolfe, Douglas)								
Description:											
Remarks:											

Creditor: (19700619) Focus VI, LLC Gunderson & Tharp, LLC 308 W Erie Street, Suite 300 Chicago, IL 60654		Claim No: 15 Original Filed Date: 11/15/2012 Original Entered Date: 11/16/2012	Status: Filed by: CR Entered by: Leon Korotko Modified:												
Amount claimed: \$7000000.00															
History: <table border="1"> <tr> <td><u>Details</u></td> <td>15-1</td> <td>11/15/2012</td> <td>Claim #15 filed by Focus VI, LLC, Amount claimed: \$7000000.00 (Korotko, Leon)</td> </tr> <tr> <td></td> <td>439</td> <td>02/12/2014</td> <td>Notice of Hearing and Objection to Claim(s) 15 of Focus VI, LLC Filed by Bret Harper on behalf of Gus A Paloian. Hearing scheduled for 3/14/2014 at 10:30 AM at 219 South Dearborn, Courtroom 682, Chicago, Illinois 60604. (Attachments: # <u>1</u> Proposed Order)(Harper, Bret)</td> </tr> <tr> <td></td> <td>455</td> <td>03/28/2014</td> <td>Order Disallowing Claim(s) 15 (RE: <u>439</u> Objection to Claim). Signed on 3/28/2014 (Korotko, Leon)</td> </tr> </table>				<u>Details</u>	15-1	11/15/2012	Claim #15 filed by Focus VI, LLC, Amount claimed: \$7000000.00 (Korotko, Leon)		439	02/12/2014	Notice of Hearing and Objection to Claim(s) 15 of Focus VI, LLC Filed by Bret Harper on behalf of Gus A Paloian. Hearing scheduled for 3/14/2014 at 10:30 AM at 219 South Dearborn, Courtroom 682, Chicago, Illinois 60604. (Attachments: # <u>1</u> Proposed Order)(Harper, Bret)		455	03/28/2014	Order Disallowing Claim(s) 15 (RE: <u>439</u> Objection to Claim). Signed on 3/28/2014 (Korotko, Leon)
<u>Details</u>	15-1	11/15/2012	Claim #15 filed by Focus VI, LLC, Amount claimed: \$7000000.00 (Korotko, Leon)												
	439	02/12/2014	Notice of Hearing and Objection to Claim(s) 15 of Focus VI, LLC Filed by Bret Harper on behalf of Gus A Paloian. Hearing scheduled for 3/14/2014 at 10:30 AM at 219 South Dearborn, Courtroom 682, Chicago, Illinois 60604. (Attachments: # <u>1</u> Proposed Order)(Harper, Bret)												
	455	03/28/2014	Order Disallowing Claim(s) 15 (RE: <u>439</u> Objection to Claim). Signed on 3/28/2014 (Korotko, Leon)												
Description:															
Remarks:															

Creditor: (19702893) <u>History</u> Oxford Bank & Trust Freeborn & Peters LLP Attn: Devon J Eggert 311 South Wacker Dr, Suite 3000 Chicago, IL 60606		Claim No: 16 Original Filed Date: 11/16/2012 Original Entered Date: 11/16/2012	Status: Filed by: AT Entered by: Devon J Eggert Modified: 11/20/2012				
Amount claimed: \$584143.32							
History: <table border="1"> <tr> <td><u>Details</u></td> <td>16-1</td> <td>11/16/2012</td> <td>Claim #16 filed by Oxford Bank & Trust, Amount claimed: \$584143.32 (Eggert, Devon)</td> </tr> </table>				<u>Details</u>	16-1	11/16/2012	Claim #16 filed by Oxford Bank & Trust, Amount claimed: \$584143.32 (Eggert, Devon)
<u>Details</u>	16-1	11/16/2012	Claim #16 filed by Oxford Bank & Trust, Amount claimed: \$584143.32 (Eggert, Devon)				
Description: (16-1) Guaranty of indebtedness							
Remarks: (16-1) Modified on 11/20/2012 to correct creditor address (LTK)							

Creditor: (19288990) <u>History</u> First Nations Bank David A Kallick Tishler & Wald Ltd 200 S Wacker Dr, Suite 3000 Chicago, IL 60606	Claim No: 17 <i>Original Filed Date:</i> 11/16/2012 <i>Original Entered Date:</i> 11/16/2012	Status: <i>Filed by:</i> CR <i>Entered by:</i> David A. Kallick <i>Modified:</i> 11/20/2012
<u>Amount</u> claimed: \$2507562.97		
History:		
<u>Details</u>	<u>17-1</u> 11/16/2012	Claim #17 filed by First Nations Bank, Amount claimed: \$2507562.97 (Kallick, David)
Description: (17-1) Personal guaranty of loan to Channahon Plaza, L.L.C.		
Remarks: (17-1) Modified on 11/20/2012 to correct creditor address (LTK)		

Creditor: (19705882) Huck Bouma PC 1755 South Naperville Road Wheaton, Illinois 60189	Claim No: 18 <i>Original Filed Date:</i> 11/16/2012 <i>Original Entered Date:</i> 11/16/2012	Status: <i>Filed by:</i> CR <i>Entered by:</i> Lawrence A. Stein <i>Modified:</i>
<u>Amount</u> claimed: \$35000.00		
History:		
<u>Details</u>	<u>18-1</u> 11/16/2012	Claim #18 filed by Huck Bouma PC, Amount claimed: \$35000.00 (Stein, Lawrence)
Description: (18-1) Legal fees and expenses.		
Remarks: (18-1) Approximated amount.		

Creditor: (19706106) RiverSource Life Insurance Company RELM 25540 Ameriprise Financial Center Minneapolis, MN 55474	Claim No: 19 <i>Original Filed Date:</i> 11/16/2012 <i>Original Entered Date:</i> 11/16/2012	Status: <i>Filed by:</i> CR <i>Entered by:</i> Rebecca D. Rosenthal <i>Modified:</i>
<u>Amount</u> claimed: \$11037499.12		
History:		
<u>Details</u>	<u>19-1</u> 11/16/2012	Claim #19 filed by RiverSource Life Insurance Company, Amount claimed: \$11037499.12 (Rosenthal, Rebecca)
	<u>492</u> 06/20/2014	Withdrawal of Claim(s): 19 Filed by RiverSource Life Insurance Company . (Huley, Linda)
Description:		
Remarks:		

Creditor: (20028761) Eatman Holdings LLC One Transam Plaza Drive Suite 120 Oakbrook, Terrace, IL 60181		Claim No: 20 Original Filed Date: 02/11/2013 Original Entered Date: 02/12/2013	Status: Filed by: CR Entered by: Linda Huley Modified:
Amount claimed: \$22500.00			
History:			
Details	20-1	02/11/2013	Claim #20 filed by Eatman Holdings LLC, Amount claimed: \$22500.00 (Huley, Linda)
	535	09/26/2014	Order Modifying Claim(s) 20 (RE: 521 Agreed Order). Signed on 9/26/2014 (Myers, Melissa)
Description:			
Remarks:			

Creditor: (20092497) <u>History</u> Aaron Dvorkin c/o Gina B. Krol 105 W. Madison St. Ste. 1100 Chicago, IL 60602		Claim No: 21 Original Filed Date: 02/26/2013 Original Entered Date: 02/26/2013	Status: Filed by: CR Entered by: E. Philip Groben Modified: 02/27/2013
Amount claimed: \$0.00			
Secured claimed: \$0.00			
History:			
Details	21-1	02/26/2013	Claim #21 filed by Aaron Dvorkin, Amount claimed: \$0.00 (Groben, E. Philip)
	490	06/18/2014	Withdrawal of Claim(s): 21 Filed by Gina B Krol ESQ on behalf of Aaron Dvorkin. (Krol, Gina)
Description: (21-1) Unknown, Contingent, and Unliquidated			
Remarks: (21-1) Modified to include address (Modified on 2/27/13) lw			

Creditor: (20092498) <u>History</u> Francine Dvorkin c/o Gina B. Krol 105 W. Madison St. Ste 1100 Chicago, IL 60602		Claim No: 22 Original Filed Date: 02/26/2013 Original Entered Date: 02/26/2013	Status: Filed by: CR Entered by: E. Philip Groben Modified: 02/27/2013
Amount claimed: \$0.00			
Secured claimed: \$0.00			
History:			
Details	22-1	02/26/2013	Claim #22 filed by Francine Dvorkin, Amount claimed: \$0.00 (Groben, E. Philip)
	489	06/18/2014	Withdrawal of Claim(s): 22 Filed by Gina B Krol ESQ on behalf of Francine R Dvorkin. (Krol, Gina)
Description: (22-1) Unknown, Contingent, and Unliquidated			
Remarks: (22-1) Modified to include address (Modified on 2/27/13) lw			

Creditor: (20092499) <u>History</u> Beverly Dvorkin c/o Gina B. Krol 105 W. Madison St. Ste 1100 Chicago, IL 60602		Claim No: 23 Original Filed Date: 02/26/2013 Original Entered Date: 02/26/2013	Status: Filed by: CR Entered by: E. Philip Groben Modified: 02/27/2013								
Amount	claimed:	\$0.00									
Secured	claimed:	\$0.00									
History: <table border="1"> <tr> <td><u>Details</u></td> <td>23-1</td> <td>02/26/2013</td> <td>Claim #23 filed by Beverly Dvorkin, Amount claimed: \$0.00 (Groben, E. Philip)</td> </tr> <tr> <td></td> <td>488</td> <td>06/18/2014</td> <td>Withdrawal of Claim(s): 23 Filed by Gina B Krol ESQ on behalf of Beverly Dvorkin. (Krol, Gina)</td> </tr> </table>				<u>Details</u>	23-1	02/26/2013	Claim #23 filed by Beverly Dvorkin, Amount claimed: \$0.00 (Groben, E. Philip)		488	06/18/2014	Withdrawal of Claim(s): 23 Filed by Gina B Krol ESQ on behalf of Beverly Dvorkin. (Krol, Gina)
<u>Details</u>	23-1	02/26/2013	Claim #23 filed by Beverly Dvorkin, Amount claimed: \$0.00 (Groben, E. Philip)								
	488	06/18/2014	Withdrawal of Claim(s): 23 Filed by Gina B Krol ESQ on behalf of Beverly Dvorkin. (Krol, Gina)								
Description: (23-1) Unknown, Contingent, and Unliquidated											
Remarks: (23-1) Modified to include address (Modified on 2/27/13) lw											

Creditor: (20095660) SLSF/SS&G Inc. SS&G Inc. 8707 Skokie Blvd. Ste 400 Skokie, IL 60077		Claim No: 24 Original Filed Date: 02/26/2013 Original Entered Date: 02/27/2013	Status: Filed by: CR Entered by: Linda Huley Modified:				
Amount	claimed:	\$19482.36					
History: <table border="1"> <tr> <td><u>Details</u></td> <td>24-1</td> <td>02/26/2013</td> <td>Claim #24 filed by SLSF/SS&G Inc., Amount claimed: \$19482.36 (Huley, Linda)</td> </tr> </table>				<u>Details</u>	24-1	02/26/2013	Claim #24 filed by SLSF/SS&G Inc., Amount claimed: \$19482.36 (Huley, Linda)
<u>Details</u>	24-1	02/26/2013	Claim #24 filed by SLSF/SS&G Inc., Amount claimed: \$19482.36 (Huley, Linda)				
Description:							
Remarks:							

Creditor: (20099160) Frank La Vere and Bette Lynne La Vere 53 W. Jackson Blvd, Ste 1610 Chicago, IL 60604		Claim No: 25 Original Filed Date: 02/27/2013 Original Entered Date: 02/27/2013	Status: Filed by: CR Entered by: Jonathan T Brand Modified:				
Amount	claimed:	\$228000.00					
History: <table border="1"> <tr> <td><u>Details</u></td> <td>25-1</td> <td>02/27/2013</td> <td>Claim #25 filed by Frank La Vere and Bette Lynne La Vere, Amount claimed: \$228000.00 (Brand, Jonathan)</td> </tr> </table>				<u>Details</u>	25-1	02/27/2013	Claim #25 filed by Frank La Vere and Bette Lynne La Vere, Amount claimed: \$228000.00 (Brand, Jonathan)
<u>Details</u>	25-1	02/27/2013	Claim #25 filed by Frank La Vere and Bette Lynne La Vere, Amount claimed: \$228000.00 (Brand, Jonathan)				
Description: (25-1) Filed by attorney for creditor.							
Remarks:							

History: <table border="1"> <tr> <td><u>Details</u></td> <td>26-1</td> <td>02/27/2013</td> <td>Claim #26 filed by Frank La Vere and Bette Lynne La Vere, Amount claimed: \$0.00 (Brand, Jonathan)</td> </tr> </table>				<u>Details</u>	26-1	02/27/2013	Claim #26 filed by Frank La Vere and Bette Lynne La Vere, Amount claimed: \$0.00 (Brand, Jonathan)
<u>Details</u>	26-1	02/27/2013	Claim #26 filed by Frank La Vere and Bette Lynne La Vere, Amount claimed: \$0.00 (Brand, Jonathan)				
Description: (26-1) unknown amount							
Remarks: (26-1) Filed by attorney for creditor.							

Creditor: (20099160) Frank La Vere and Bette Lynne La Vere 53 W. Jackson Blvd, Ste 1610 Chicago, IL 60604	Claim No: 26 <i>Original Filed Date:</i> 02/27/2013 <i>Original Entered Date:</i> 02/27/2013	Status: <i>Filed by:</i> CR <i>Entered by:</i> Jonathan T Brand <i>Modified:</i>					
<table border="1"> <tr> <td>Amount</td> <td>claimed:</td> <td>\$0.00</td> <td></td> <td></td> </tr> </table>			Amount	claimed:	\$0.00		
Amount	claimed:	\$0.00					
History:							
<table border="1"> <tr> <td>Details</td> <td></td> <td>26-1</td> <td>02/27/2013</td> <td>Claim #26 filed by Frank La Vere and Bette Lynne La Vere, Amount claimed: \$0.00 (Brand, Jonathan)</td> </tr> </table>			Details		26-1	02/27/2013	Claim #26 filed by Frank La Vere and Bette Lynne La Vere, Amount claimed: \$0.00 (Brand, Jonathan)
Details		26-1	02/27/2013	Claim #26 filed by Frank La Vere and Bette Lynne La Vere, Amount claimed: \$0.00 (Brand, Jonathan)			
<i>Description:</i> (26-1) unknown amount							
<i>Remarks:</i> (26-1) Filed by attorney for creditor.							

Creditor: (20101785) 1426 Washington Avenue LLC C/o Richard Goldwasser Schoenberg, Finkel, Newman & Rosenberg, 222 S. Riverside Plaza, Suite 2100 Chicago, IL 60606	Claim No: 27 <i>Original Filed Date:</i> 02/27/2013 <i>Original Entered Date:</i> 02/27/2013	Status: <i>Filed by:</i> CR <i>Entered by:</i> David S. Makarski <i>Modified:</i> 02/28/2013															
<table border="1"> <tr> <td>Amount</td> <td>claimed:</td> <td>\$88349.25</td> <td></td> <td></td> </tr> <tr> <td>Secured</td> <td>claimed:</td> <td>\$91662.31</td> <td></td> <td></td> </tr> </table>			Amount	claimed:	\$88349.25			Secured	claimed:	\$91662.31							
Amount	claimed:	\$88349.25															
Secured	claimed:	\$91662.31															
History:																	
<table border="1"> <tr> <td>Details</td> <td></td> <td>27-1</td> <td>02/27/2013</td> <td>Claim #27 filed by 1426 Washington Avenue LLC, Amount claimed: \$88349.25 (Makarski, David)</td> </tr> <tr> <td></td> <td></td> <td>414</td> <td>12/20/2013</td> <td>Notice of Hearing and Objection to Claim(s) 27 of 1426 Washington Avenue, LLC Filed by James B. Sowka on behalf of Gus A Paloian. Hearing scheduled for 1/24/2014 at 10:30 AM at 219 South Dearborn, Courtroom 682, Chicago, Illinois 60604. (Attachments: # 1 Proposed Order)(Sowka, James)</td> </tr> <tr> <td></td> <td></td> <td>429</td> <td>01/24/2014</td> <td>Order Sustaining Objection to Claim 27 (RE: 414 Objection to Claim). Signed on 1/24/2014 (Korotko, Leon)</td> </tr> </table>			Details		27-1	02/27/2013	Claim #27 filed by 1426 Washington Avenue LLC, Amount claimed: \$88349.25 (Makarski, David)			414	12/20/2013	Notice of Hearing and Objection to Claim(s) 27 of 1426 Washington Avenue, LLC Filed by James B. Sowka on behalf of Gus A Paloian. Hearing scheduled for 1/24/2014 at 10:30 AM at 219 South Dearborn, Courtroom 682, Chicago, Illinois 60604. (Attachments: # 1 Proposed Order)(Sowka, James)			429	01/24/2014	Order Sustaining Objection to Claim 27 (RE: 414 Objection to Claim). Signed on 1/24/2014 (Korotko, Leon)
Details		27-1	02/27/2013	Claim #27 filed by 1426 Washington Avenue LLC, Amount claimed: \$88349.25 (Makarski, David)													
		414	12/20/2013	Notice of Hearing and Objection to Claim(s) 27 of 1426 Washington Avenue, LLC Filed by James B. Sowka on behalf of Gus A Paloian. Hearing scheduled for 1/24/2014 at 10:30 AM at 219 South Dearborn, Courtroom 682, Chicago, Illinois 60604. (Attachments: # 1 Proposed Order)(Sowka, James)													
		429	01/24/2014	Order Sustaining Objection to Claim 27 (RE: 414 Objection to Claim). Signed on 1/24/2014 (Korotko, Leon)													
<i>Description:</i> (27-1) See Attached																	
<i>Remarks:</i> (27-1) Modified to correct claim amount (Modified on 2/28/13) lw																	

Creditor: (20101789) Daniel J. Hyman c/o Michael M. Eidelman, Esq. Vedder Price P.C. 222 N. LaSalle St., #2600 Chicago, IL 60601	Claim No: 28 <i>Original Filed Date:</i> 02/27/2013 <i>Original Entered Date:</i> 02/27/2013	Status: <i>Filed by:</i> CR <i>Entered by:</i> Michael M. Eidelman, ESQ <i>Modified:</i>										
No amounts claimed												
History:												
<table border="1"> <tr> <td>Details</td> <td></td> <td>28-1</td> <td>02/27/2013</td> <td>Claim #28 filed by Daniel J. Hyman, Amount claimed: (Eidelman, Michael)</td> </tr> <tr> <td></td> <td></td> <td>534</td> <td>09/26/2014</td> <td>Order Modifying Claim(s) 28 (RE: 522 Agreed Order). Signed on 9/26/2014 (Myers, Melissa)</td> </tr> </table>			Details		28-1	02/27/2013	Claim #28 filed by Daniel J. Hyman, Amount claimed: (Eidelman, Michael)			534	09/26/2014	Order Modifying Claim(s) 28 (RE: 522 Agreed Order). Signed on 9/26/2014 (Myers, Melissa)
Details		28-1	02/27/2013	Claim #28 filed by Daniel J. Hyman, Amount claimed: (Eidelman, Michael)								
		534	09/26/2014	Order Modifying Claim(s) 28 (RE: 522 Agreed Order). Signed on 9/26/2014 (Myers, Melissa)								
<i>Description:</i>												
<i>Remarks:</i>												

Creditor: (20101829) Star Park LLC C/o Richard M. Goldwasser Schoenberg, Finkel, Newman & Rosenberg, 222 Riverside Plaza, Suite 2100 Chicago, IL 60606		Claim No: 29 Original Filed Date: 02/27/2013 Original Entered Date: 02/27/2013		Status: Filed by: CR Entered by: David S. Makarski Modified: 02/28/2013	
Amount	claimed:	\$3225328.30			
Secured	claimed:	\$3225328.30			
Priority	claimed:	\$0.00			
History:					
Details	29-1	02/27/2013	Claim #29 filed by Star Park LLC, Amount claimed: \$3225328.30 (Makarski, David)		
	413	12/20/2013	Notice of Hearing and Objection to Claim(s) 29 of Star Park LLC Filed by James B. Sowka on behalf of Gus A Paloian. Hearing scheduled for 1/24/2014 at 10:30 AM at 219 South Dearborn, Courtroom 682, Chicago, Illinois 60604. (Attachments: # <u>1</u> Proposed Order)(Sowka, James)		
	430	01/24/2014	Order Sustaining Objection to Claim 29 (RE: <u>413</u> Objection to Claim). Signed on 1/24/2014 (Korotko, Leon)		
Description: (29-1) See Attached					
Remarks: (29-1) Modified to entered secured amount, instead of priority (Modified on 2/28/13) lw					

Claims Register Summary

Case Name: Dvorkin Holdings, LLC

Case Number: 12-31336

Chapter: 11

Date Filed: 08/07/2012

Total Number Of Claims: 29

Total Amount Claimed*	\$64680911.03
Total Amount Allowed*	

*Includes general unsecured claims

The values are reflective of the data entered. Always refer to claim documents for actual amounts.

	Claimed	Allowed
Secured	\$4096686.94	
Priority	\$0.00	
Administrative		

PACER Service Center

Transaction Receipt			
01/23/2015 10:11:54			
PACER Login:	mj1873:3516860:0	Client Code:	
Description:	Claims Register	Search Criteria:	12-31336 Filed or Entered From: 1/1/1900 Filed or Entered To: 1/23/2015
Billable Pages:	3	Cost:	0.30