

UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF COLORADO

IN RE: )  
 ) Case No. 13-29222-HRT  
ARVADA STRUCTURES, LLC )  
EIN: 20-5726542 ) Chapter 11  
 )  
Debtor. )

**PLAN OF REORGANIZATION**  
**DATED FEBRUARY 17, 2014**

Arvada Structures, LLC (“Arvada” or “Debtor”), as Debtor and debtor-in-possession hereby proposes, pursuant to Chapter 11, Title 11 of the United States Code, the following Plan of Reorganization.

**ARTICLE I**

**INTRODUCTION**

Arvada is a closely held limited liability company. Its principal business has been the acquisition and development of real property for commercial use in the City of Arvada, Colorado. Arvada purchased approximately 5 acres of vacant land in the City of Arvada in 2007. With two loans from New Frontier Bank, Arvada constructed a shopping center with 80,646 rentable square feet. New Frontier failed and was taken over by the FDIC in January 2009, which required Arvada to borrow funds from an affiliate in order to complete construction. The FDIC subsequently sold the two loans as part of a portfolio of loans to 2010-1 RAD/CADC Venture, LLC.

This Plan provides for the reorganization of the Debtor under Chapter 11 of the Bankruptcy Code. Pursuant to the Plan, the Debtor shall restructure its debts and obligations and continue to operate in the ordinary course of business. A more complete history of the Debtor, its operations, an explanation of this Plan, and a description of the Debtor’s financial condition and future business activity is contained in the Disclosure Statement which accompanies this Plan. Reference should be made to

the Disclosure Statement by all creditors and parties who intend to cast a ballot for or against this Plan.

## ARTICLE II

### DEFINITIONS

2.01 - Administrative Claim shall mean a Claim for payment of an administrative expense of a kind specified in § 503(b) or 1114(e)(2) of the Bankruptcy Code and entitled to priority pursuant to § 507(a)(2) of the Bankruptcy Code, including, but not limited to: (a) the actual, necessary costs and 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 commencement of the Chapter 11 Case; (b) Professional Fee Claims; (c) all fees and charges assessed against the estates under 28 U.S.C. § 1930; and (d) all Allowed Claims that are entitled to be treated as Administrative Claims pursuant to a Final Order of the Bankruptcy Court under § 546(c)(2) of the Bankruptcy Code.

2.02 - Allowed Claim shall mean a claim in respect of which a Proof of Claim has been filed with the Court within the applicable time period of limitation fixed by Court Order in this case or scheduled in the list of creditors prepared and filed with the Court pursuant to Bankruptcy Rule 1007(b) and not listed as disputed, contingent or unliquidated as to amount, in either case as to which no timely objection to the allowance thereof has been filed pursuant to Bankruptcy Rules 3001 and 3007 or as to which any such objection has been determined by a Final Order.

2.03 - Allowed Secured Claim shall mean an allowed claim secured by a lien, security interest or other charge against or interest in property in which the Debtor has an interest, or which is subject to setoff under § 553 of the Code, to the extent of the value (determined in accordance with § 506(a) of the Code) of the interest of the holder of any such allowed claim and the Debtor's interest in such property or to the extent of the amount subject to such setoff as the case may be.

2.04 - Avoidance Actions means the Debtor's estate's interest in any and all Claims, rights and causes of action which have been or may be commenced by or on behalf of the Debtor to avoid and recover any transfers of property determined to be

preferential, fraudulent or otherwise avoidable pursuant to §§ 544, 545, 547, 548, 549, 550 or 553 of the Bankruptcy Code, or under any other applicable law, or otherwise subject to equitable subordination under §510 of the Bankruptcy Code, regardless of whether or not such actions have been commenced prior to the Effective Date.

2.05 - Claim shall mean any right to payment, or right to any equitable remedy for breach of performance if such breach gives rise to the right to payment, against the Debtor in existence on or as of the Petition Date, whether or not such right to payment or right to an equitable remedy is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, secured or unsecured.

2.06 - Class shall mean any Class into which Allowed Claims are classified pursuant to Article III.

2.07- Class 1-5 Claims and Interests shall mean the Allowed Claims and Interests so classified in Article III.

2.08 - Code shall mean the Bankruptcy Code, 11 U.S.C. § 101 *et seq.* and any amendments thereof.

2.09 - Confirmation Date shall mean the date upon which the Order of Confirmation is entered by the Court.

2.10 - Court shall mean the United States Bankruptcy Court for the District of Colorado in which the Debtor's Chapter 11 case is pending, pursuant to which this Plan is proposed, and any Court having competent jurisdiction to hear appeal or certiorari proceedings therefrom.

2.11 - Debtor shall mean the Debtor who is proposing this Chapter 11 Plan.

2.12 - Disclosure Statement shall mean the Disclosure Statement which is approved by the Court according to 11 U.S.C. § 1125 to be utilized to solicit votes for this Plan.

2.13 - Disputed Claim means any Claim which is not an Allowed Claim, including, without limitation, any Claim designated as disputed, contingent or unliquidated in Debtor's schedules filed in connection with this case, or any Claim against which an objection to the allowance thereof has been interposed, and as to which no Final Order has been entered.

2.14 - Effective Date of the Plan shall mean the date on which the Plan has been confirmed.

2.15 - Final Order shall mean an order or judgment of the Court which shall not have been reversed, stayed, modified or amended and as to which (a) the time to appeal from or to seek review, rehearing or certiorari shall have expired, and (b) no appeal or petition for review, rehearing or certiorari is pending or if appealed shall have been affirmed, or the appeal dismissed by the highest court to which such order was appealed, or if review, rehearing or certiorari was sought, such review, rehearing or certiorari has been denied and no further hearing, appeal or petition for review, rehearing or certiorari can be taken or granted or as to which any right to appeal or to seek a review, rehearing or certiorari has been waived.

2.16 - Interest shall mean any member interest or any other instrument evidencing any ownership interest in the Debtor and any option, warrant or right of any nature, contractual or otherwise, to acquire an ownership interest in the Debtor.

2.17 - Net Proceeds shall mean any remaining funds from the sale of the Property, after payment of all closing costs and commissions.

2.18 - Order of Confirmation shall mean the Order entered by the Court confirming the Plan in accordance with the provisions of Chapter 11 of the Code.

2.19 - Petition Date shall mean the date on which the voluntary Petition was filed by the Debtor on November 19, 2013.

2.20 - Plan shall mean this Plan of Reorganization, as amended in accordance with the terms hereof or modified in accordance with the Code, including all exhibits and schedules attached hereto or referenced herein or therein.

2.21 - Priority Claim means any pre-petition Claim entitled to a priority in payment under § 507(a) of the Code, but shall not include any Administrative Claim or Tax Claim.

2.22 - Pro Rata shall mean the ratio of an Allowed Claim or Interest in a particular Class to the aggregate amount of all Allowed Claims or Interests in that Class.

2.23 - Professional Fees means the Administrative Claims for compensation and reimbursement submitted pursuant to Section 330, 331 and 503(b) of the Code by a Professional Person.

2.24 - Property means the real property and improvements situated at 15530 W. 64<sup>th</sup> Avenue, Arvada, Colorado 80007.

2.25 - Reorganized Debtor shall mean the reorganized Debtor following the Effective Date of the Plan consisting of the assets of Arvada and the Allowed Claims of all creditors on the effective Date of the Plan.

2.26 - Rules shall mean the Federal Rules of Bankruptcy Procedure and Local Bankruptcy Rules for the District of Colorado as adopted by the Court.

2.27 - Tax Claim means any unsecured Claim of a governmental unit for taxes entitled to priority pursuant to 11 U.S.C. § 507(a)(8).

2.28 - Unclassified Priority Claims shall mean Claims pursuant to Section 507(a)(2) which are Administrative Claims allowed under Section 503(b) of the Code and any fees and charges against the estate under Chapter 123 of Title 28 of the United States Code and shall further mean Allowed Unsecured Claims of governmental units to the extent provided for in Section 507(a)(8) of the Code.

2.29 - Other Definitions. Unless the context otherwise requires, any capitalized term used and not defined herein or elsewhere in the Plan but that is defined in the Code or Rules shall have the meaning set forth therein.

### **ARTICLE III**

#### **DESIGNATION OF CLAIMS AND INTERESTS**

The following is a designation of all classes of Claims and Interests other than those Claims of a kind specified in Sections 507(a)(2), 507(a)(3) or 507(a)(8) of the Code.

Class 1 - All Allowed Unsecured Claims specified in Section 507(a)(4) and 507(a)(5) of the Code as having priority.

Class 2 – The Allowed Secured Claim of the Jefferson County Treasurer.

Class 3 - The Allowed Secured Claim held by 2010-1 RADC/CADC Venture, LLC.

Class 4(a) - The Allowed unsecured claims of \$25,000 or less.

Class 4(b) – The Allowed unsecured claim of W.E. Oneil Construction Co.

Class 4(c) – The Allowed unsecured claims greater than \$25,000.

Class 5 - The Interests held by Arvada members.

## ARTICLE IV

### SPECIFICATION AND TREATMENT OF UNCLASSIFIED PRIORITY CLAIMS

As provided in Section 1123(a)(1) of the Code, the Claims against the Debtor covered in this Article IV are not classified. The holders of such Allowed Claims are not entitled to vote on the Plan.

4.1 - The holders of Allowed Claims of the type specified in Section 507(a)(2) of the Code, Administrative Claims, shall receive cash equal to the allowed amount of such Claim or a lesser amount or different treatment as may be acceptable and agreed to by particular holders of such Claims. Such Claims shall be paid in full on the Effective Date of the Plan, or treated as otherwise agreed to by the particular holders of such Claims. Section 507(a)(2) Administrative Claims that are allowed by the Court after the Effective Date of the Plan shall be paid upon allowance or as otherwise agreed.

4.2 - The Allowed Claims of a type specified in Section 507(a)(8) of the Code, Tax Claims of governmental taxing authorities, shall be paid on the Effective Date of the Plan or in monthly payments on an amortized basis over a period that does not exceed five years from the Petition Date with interest at the appropriate rate set by applicable statute.

4.3 - The Debtor will make all payments required to be paid to the U.S. Trustee pursuant to 28 U.S.C. § 1930(a)(6) until the case is closed, converted, or dismissed. All payments due to the U.S. Trustee pursuant to 28 U.S.C. § 1930(a)(6) shall be paid on the Effective Date, and the U.S. Trustee shall thereafter be paid fees due on a quarterly basis until the case is closed, converted, or dismissed.

## ARTICLE V

### SPECIFICATION AND TREATMENT OF CLASS 1 AND A CLAIMS

5.1 - Allowed Class 1 Priority Claims shall be paid in full on the Effective Date. The Class 1 claims for certain pre-petition wages and employee Claims are more particularly described in Sections 507(a)(4) and 507(a)(5) of the Code. The Debtor does not expect that any claims will exist in this Class.

## ARTICLE VI

### SPECIFICATION AND TREATMENT OF SECURED CREDITOR CLAIMS

6.1 – **Jefferson County Treasurer.** The Class 2 Secured Claim for unpaid 2014 real property taxes with respect to the Property shall be paid as set forth herein. The Class 2 claim is impaired.

a. The Class 2 claim shall be allowed in its full amount as exists on the Effective Date of the Plan;

b. The Class 2 claim shall accrue interest at the statutory rate on its outstanding balance beginning on the Effective Date of the Plan, and continuing until such claim is paid in full;

c. Beginning on January 1, 2015, the Debtor will make a deposit into a segregated account (the “Property Tax Account”) of \$30,000 per month. The Class 2 claim shall be paid in full with interest on or before December 31, 2015.

d. The liens that secure the Class 2 claim shall continue to secure such claims post confirmation of the Plan, until such claim is paid in full.

6.2 – **2010-1 RADC/CADC Venture, LLC.** The Class 3 Secured Claim consists of the Allowed Secured Claim of 2010-1 RADC/CADC Venture, LLC. Such debt classified under Class 3 may be referred to as the Class 3 Claim. The Class 3 Allowed Secured Claim is impaired by this Plan. The Class 3 Claims will be treated under this Plan as follows:

a. Pursuant to 11 U.S.C. § 506, the Class 3 claim is secured up to the value of the collateral for the claim and is an unsecured Class 4(c) claim for the balance. The Class 3 Claim will be allowed as a secured claim in the amount of

\$11,500,000 or such other amount as may be agreed upon by the Debtor and the holder of the Class 3 Claim, or as set by the Court.

b. The lien position held by the Class 3 claimant shall be unaltered by the Plan.

c. The Class 3 Claim shall be paid as follows: Payment of \$11,500,000 shall be made within 90 days of the Effective Date of the Plan. The Class 3 Claim may be paid by refinancing or selling the Property. The Debtors shall be entitled to pre-pay the Class 3 Claim without premium or penalty.

**ARTICLE VII**  
**SPECIFICATION AND TREATMENT OF**  
**UNSECURED CREDITOR CLAIMS**

7.1 - Class 4(a) consists of those unsecured creditors of Arvada who hold Allowed Claims in an amount less than or equal to \$25,000. The Class 4(a) claimants will be paid 60% of the amount of their Allowed Claims in total satisfaction of their claims within 120 days after the Effective Date of the Plan. Class 4(c) claimants, those unsecured creditors with Allowed Claims greater than \$25,000, may elect to reduce their claims to \$25,000 and join Class 4(a) by making the proper election on the ballot used for voting on the Plan.

7.2 – Class 4(b) consists of the allowed unsecured claim of W.E. O’Neil Construction Co. Class 4(b) will be paid 10% of the amount of its Allowed Claim within 120 days after the Effective Date of the Plan.

7.3 – Class 4(c) consists of those unsecured creditors of Arvada who hold Allowed Claims in an amount greater than \$25,000. Class 4(c) shall receive payment of their Allowed Claims as follows: Class 4(c) claimants will be paid the payments set forth herein over the five-year period following the Effective Date of the Plan. Commencing ninety days after the Effective Date of the Plan, and continuing each month thereafter for a period of five years, the Debtor will pay Class 4(c) creditors a percentage of the Debtor’s Monthly Gross Revenue actually collected during the prior quarter. Commencing after the administrative expense claims have been paid in full, on the tenth day of each month, the Debtor will make a deposit into a segregated account



(“Unsecured Creditor Account”) calculated as described herein. The monthly deposit shall be in an amount equal to 10% of the Debtor’s Gross Revenue actually collected during the prior month. Over a five-year period from the Effective Date of the Plan, Class 4(c) claimants will receive a pro-rata portion equal to 10% of the Debtor’s Gross Revenue. The Debtor will deposit the applicable percentage of its Gross Revenue into the Unsecured Creditor Account within fifteen (15) days of the end of the month to which the deposit pertains. Each time three monthly deposits have been made to the Unsecured Creditor Account, the Debtor shall make a distribution to Class 4(c) on a pro-rata basis within ten days of making the third deposit (“Monthly Distribution Amount”). Class 4(c) claimants will not receive interest on their claims, and will not receive more than the full amount of their allowed claims. Claims held by insiders shall not be entitled to participate in the distribution to Class 4(c) creditors.

7.4 – In addition, in the event that the Debtor sells the Property prior to the fifth anniversary of the Effective Date of the Plan, the Debtor will pay the Class 4(c) creditors 10% of Projected Gross Revenue for the remainder of the 5-year period. This payment will be made in one lump sum on a pro-rata basis within 30 days of closing on the sale. For purposes of this provision only, Gross Revenue will be based upon the 12-month period immediately prior to the sale. For example, if the Debtor sells the Property after 3 years, the Class 4(c) creditors will receive a pro-rata distribution of 20% of the Gross Revenue received during the 12 months to the sale.

7.5 - In addition to the distribution set forth above, Class 4(c) shall be entitled to receive the proceeds whether obtained by litigation or settlement, net of attorney fees, expert fees, and costs, obtained from any action undertaken by the Debtor to collect Avoidance Actions. It shall be up to the Debtor’s discretion, without need for any Court approval, to: a) pursue any Avoidance Actions; and b) settle any Avoidance Actions.

7.6 – Any holder of a Class 4(a), 4(b), or 4(c) claim, as an alternative to receiving payment as set forth above, may elect to receive new member interests in the Reorganized Debtor. One hundred percent of the member interests in the Reorganized Debtor will be distributed on the Effective Date of the Plan to electing Class 4(a), 4(b), or 4(c) claimants. Member interests will be distributed pro-rata based on the number of

shares and dollar amount of the electing creditors. This paragraph shall not apply if the Class 3 claimant makes a valid election under 11 U.S.C. § 1111(b).

**ARTICLE VIII**  
**SPECIFICATION AND TREATMENT OF CLASS 5 INTERESTS**

8.1 - Class 5 includes the Interests in Arvada. Class 5 is impaired by this Plan. On the Effective Date of the Plan all Class 5 interests shall be cancelled.

8.2 - In the event the Class 3 claimant makes a valid election under 11 U.S.C. § 1111(b), paragraphs 8.1 and 8.2 will not apply and Class 5 shall be unimpaired.

**ARTICLE IX**  
**MEANS FOR THE PLAN'S EXECUTION**

9.1 - **Operation of Business.** The Reorganized Debtor shall be empowered to take such action as may be necessary to perform the obligations of the Debtor under this Plan.

9.2 – **Management Fees and Costs.** The Reorganized Debtor shall be entitled to compensate its managers, officers and directors with reasonable compensation for services following confirmation of the Plan. Funding for such fees will be derived from the operation of the Debtor’s business.

9.3- **Effectuating the Plan.** On the Effective Date of the Plan, Halston Mikail shall be appointed as the agent of the Debtor, pursuant to 11 U.S.C. §1142(b) for the purpose of carrying out the terms of the Plan, and taking all actions deemed necessary or convenient to consummating the terms of the Plan, including but not limited to execution of documents.

9.4 – **Issuance of New Interests in Arvada.** On the Effective Date of the Plan, Arvada shall issue new member interests in Arvada to the holders of the allowed unsecured claimants in Classes 4(a), 4(b), or 4(c) who elect to receive member interests as set forth in paragraph 7.6. In the event Class 4(a), 4(b), or 4(c) rejects the Plan and the Plan is confirmed pursuant to 11 U.S.C. §1129(b)(2)(B), the existing pre-

confirmation Interests held by Class 5 will be cancelled pursuant to paragraph 8.1, and Arvada shall issue new member interests in Arvada to the Class 4(a), 4(b), and 4(c) electing claim holders. Shares of stock shall be issued at the rate of one share per one thousand dollars of cash, and the minimum purchase shall be 300 shares.

**9.5 –Disputed Claim Procedure.** Distributions to any class of creditor will only be made on account of Allowed Claims. In the event that distributions are made at a time that a claim objection is pending before the Court or a judgment has entered to establish a Claim and the judgment is not subject to a Final Order, the portion of the distribution that would be paid to the disputed claimant will be held in an interest bearing bank account until the Claim is Allowed or disallowed. If Allowed, the Claim will be paid its appropriate share of the withheld payment. If disallowed, the withheld distribution will be paid on a Pro Rata basis to the remaining impaired Allowed claimants, or if all holders of Allowed Claims have been paid in full, paid to Debtor.

**9.6 - Claims and Litigation Bar Date and Standing.** All Claim objections and Avoidance Actions in the case must be filed no later than 60 days following the Effective Date. The Reorganized Debtor shall have standing to commence, prosecute, and settle claim objections, Litigation, and avoidance actions without need for Court approval.

**9.7 - Administrative Expense Bar Date.** All applications for allowance and payment of Administrative Claims, including Professional Fees, must be filed within 45 days following the Effective Date of the Plan.

**9.8 - Monthly Installments.** Whenever the Plan provides for payment in monthly installments or a payment due in a certain month, the payment shall be due on the last day of the calendar month in which the payment is due, unless otherwise specified in the Plan. The Reorganized Debtor shall then have a ten day grace period within which the monthly payment must be received by the payee before the Reorganized Debtor shall be in default, unless a longer period is specified elsewhere in the Plan.

**9.9 - Final Decree.** The Debtor will request entry of a final decree closing the case on or before the later of the date all Claim objections and any pending litigation is concluded or 180 days after the Effective Date of the Plan.

9.10 - **Quarterly Fees.** Prior to the entry of the final decree, the Reorganized Debtor shall continue to remit quarterly fees and post-confirmation reports to the United States Trustee, as required by statute.

9.11 - **Exemption from Transfer Taxes.** Pursuant to Section 1146(c) of the Code, the issuance, transfer, or exchange of notes or equity securities under the Plan by the Debtor, the creation of any mortgage, deed of trust, or other security interest, the making or assignment of any lease or the making or delivery of any deed or instrument of transfer under, in furtherance of, or in connection with the Plan or the Agreements shall not be subject to any stamp, real estate transfer, mortgage recording, or other similar tax.

9.12 - **Contractual Relationship.** The Plan, upon confirmation, constitutes a new contractual relationship by and between the Debtor and its creditors. In the event of a default by the Debtor under the Plan, creditors shall be entitled to enforce all rights and remedies against the Debtor for breach of contract, the Plan. Any secured creditor claiming a breach of the Plan by the Debtor or the Reorganized Debtor will be able to enforce all of their rights and remedies including foreclosure of their deed of trust, security agreement, lien, or mortgage pursuant to the terms of such document. Any creditor claiming a breach by the Debtor must provide written notice to the Debtor of the claimed default, the notice must provide the Debtor a ten (10) day period within which to cure the claimed default, unless a longer period is specified elsewhere in the Plan. Upon the Reorganized Debtor's failure to cure the default within such ten day period, the creditor may proceed to exercise their rights and remedies.

## **ARTICLE X**

### **EXECUTORY CONTRACTS AND UNEXPIRED LEASES**

10.1 - On the Effective Date of the Plan, the Debtor does hereby assume those executory contracts and unexpired leases listed in Exhibit A attached hereto and incorporated herein by reference, which have not been assumed by prior Order of the Court prior to the Confirmation Date. On the date of the entry of an Order confirming the Plan, the Debtor shall be the holders of all right, title and interest to the assumed leases and contracts and such assumed leases and contracts shall be in full effect and

binding upon the Debtor and the other parties thereto. Confirmation of the Plan shall constitute a determination that the payments to be made to said creditors pursuant to the Plan satisfy all conditions precedent to assumption and assignment set forth in 11 U.S.C. §365(b) and (f).

10.2 - On the Effective Date of the Plan, the Debtor will reject all executory contracts and unexpired leases to which they are a party which are listed in Exhibit B, attached hereto and incorporated herein by reference which have not been rejected by prior Order of the Bankruptcy Court prior to the Confirmation Date. Executory contracts and unexpired leases will be rejected pursuant to the provisions of 11 U.S.C. §365. Any executory contract or unexpired lease not assumed in accordance with the Plan shall be rejected.

10.3 - An Order confirming this Plan constitutes approval by the Court of the assumption or rejection of the executory contracts and unexpired leases described herein in accordance with the provisions of 11 U.S.C. §365 and the Rules.

10.4 - **Claims Arising from Rejection.** All proofs of claim with respect to claims arising from the rejection of any executory contract or unexpired lease shall be filed with the Bankruptcy Court within twenty (20) days after the earlier of (i) the date of the Bankruptcy Court order approving the Debtor's rejection of such executory contract or unexpired lease or (ii) the Confirmation Date. Any claims not filed within such time shall be forever barred against the Debtor, its estate and property and any such Claims shall be disallowed in full. Claims arising from such rejection, to the extent Allowed, shall be treated as unsecured Claims.

## **ARTICLE XI MISCELLANEOUS PROVISIONS**

11.1 **Revestment.** On the Effective Date of the Plan all property of the estates shall revert in the Reorganized Debtor free and clear of all liens except those specifically set forth in the Plan or as otherwise provided in the Plan.

11.2 **Retention of Jurisdiction.** Notwithstanding confirmation of the Plan, the Court shall retain jurisdiction for the following purposes:

1. Determination of the allowability of claims upon objection to such claims by the debtor-in-possession or by any other party in interest;
2. Determination of the request for payment of claims entitled to priority under 11 U.S.C. Section 507(a)(2), including compensation of the parties entitled thereto;
3. Resolution of any disputes regarding interpretation of the Plan;
4. Implementation of the provisions of the Plan and entry of orders in aid of consummation of the Plan, including without limitation, appropriate orders to protect the revested Debtor from action by creditors;
5. Modification of the Plan pursuant to 11 U.S.C. §1127;
6. Adjudication of any causes of action, including avoiding powers actions, brought by the debtor-in-possession, by the representative of the estate or by a Trustee appointed pursuant to the Code;
7. Adjudication of any cause of action brought by the debtor-in-possession, by a representative of the estate, or by a Trustee appointed pursuant to the Code, or the revested Debtor exercising rights and powers as provided in 11 U.S.C. §§542-549. This section shall not be construed to limit any other power or right which the Debtor may possess under any section of the Code; and
8. Entry of a final decree.

11.3 - **Satisfaction of Claims.** The Debtor shall receive a discharge on the Effective Date of the Plan pursuant to Section 1141(d). Confirmation of the Plan and the occurrence of the Effective Date of the Plan shall constitute a modification of any note or obligation for which specification and treatment is provided under the Plan as set forth in the Plan. Any obligation or note, previously in default, so modified, shall be cured as modified as of the Effective Date. This provision shall be operable regardless of whether the Plan provides for any obligation to be evidenced by a rewritten loan or security document following confirmation of the Plan.

11.4 **Headings.** The headings used in the Plan are for convenience of reference only and shall not limit or in any manner affect the meaning or interpretation of the Plan

11.5 **Notices.** All notices, requests, demands, or other communications required or permitted in this Plan must be given in writing to the party(ies) to be notified. All communications will be deemed delivered when received at the following addresses:

- a. To:  
Arvada Structures, LLC  
3691 Lenawee Ave  
Los Angeles, CA 90016  
Fax: 855-267-4544  
Email: Halston@willshirecapitalusa.com

With a copy to:  
Jeffrey S. Brinen  
Kutner Brinen Garber, P.C.  
303 East 17<sup>th</sup> Avenue, Suite 500  
Denver, CO 80203  
Fax: 303-832-1510  
Email: jsb@kutnerlaw.com

- b. To an allowed claimant, at the addresses set forth in the allowed Proof of Claim, if filed, other, at the address set forth for the claimant in the Debtor's Schedules filed with the Court.

11.6 - **Successors and Assigns.** The Plan will be binding upon the Debtor, any creditor affected by the Plan and their heirs, successors, assigns and legal representatives.

11.7 - **Unclaimed Payments.** If a person or entity entitled to receive a payment or distribution pursuant to this Plan fails to negotiate a check, accept a distribution or leave a forwarding address in the event notice cannot be provided as set forth in paragraph 11.5, within three months of the Effective Date of the Plan, the person or entity is deemed to have released and abandoned any right to payment or distribution under the Plan.

11.8 - **Committee Existence.** Any Creditors Committee appointed in the bankruptcy case shall terminate on the Effective Date of the Plan.

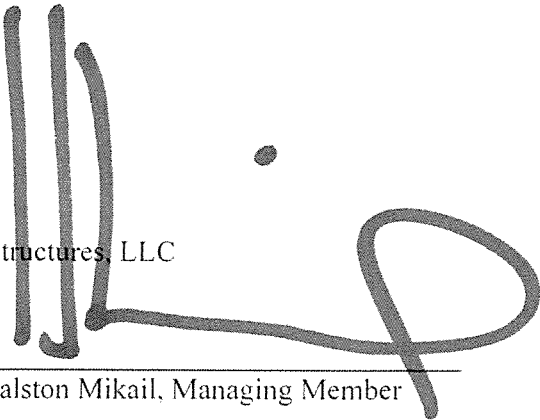
**ARTICLE XII**  
**CONFIRMATION REQUEST**

12.1 - The Debtor, as proponent of the Plan, requests confirmation of the Plan pursuant to 11 U.S.C. §1129. The Debtor will solicit acceptance of the Plan after their Disclosure Statement has been approved by the Court and is transmitted to the creditors, interest holders and parties in interest. In the event the Debtor does not obtain the necessary acceptances of its Plan, they may make application to the Court for confirmation of the Plan pursuant to 11 U.S.C. §1129(b). The Court may confirm the Plan if it does not discriminate unfairly and is fair and equitable with respect to each class of Claims or Interests that is impaired and has not voted to accept the Plan.



PLAN OF REORGANIZATION  
DATED: February \_\_, 2014

Arvada Structures, LLC

By:   
\_\_\_\_\_  
Halston Mikail, Managing Member

Jeffrey S. Brinen  
Kutner Brinen Garber, P.C.  
303 East 17th Avenue, Suite 500  
Denver, CO 80203  
Telephone: 303- 832-2400  
Fax: 303-832-1510  
Email: jsb@kutnerlaw.com  
ATTORNEYS FOR THE DEBTOR  
AND DEBTOR-IN-POSSESSION

**EXHIBIT A**

**Executory Contracts and Unexpired Leases Assumed**

1. All contracts and leases previously assumed or for which a motion to assume is pending.
2. All leases and contracts that are not specifically rejected.

**EXHIBIT B**

**Executory Contracts and Unexpired Leases Rejected**

- A. All leases and contracts previously rejected by Court Order.

### CERTIFICATE OF SERVICE

The undersigned certifies that on February 17, 2014 a copy of the **PLAN OF REORGANIZATION DATED FEBRUARY 17, 2014** was served by U.S. Regular Mail in accordance with FED. R. BANKR. P. 2002 and 11 U.S.C. § 342(c), (if applicable), on the following interested parties at the addresses below:

David E. Gordon, Esq.  
McKenna Long & Aldridge LLP  
303 Peachtree Street  
Suite 5300  
Atlanta, GA 30308

Lino S. Lipinsky de Orlov, Esq.  
Amy M. Siadak, Esq.  
1400 Wewatta Street, Suite 700  
Denver, CO 80202

Alan K. Motes, Esq.  
United States Trustee Program  
999 18th St., Ste. 1551  
Denver, CO 80202

s/ Angela R. Upton  
Angela R. Upton