UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

IN RE:	§	
	§	
GULF FREEWAY PLAZA, LLC	§	**CASE NO. 10-34332**
FDBA Las Haciendas Business Park, LLC	§	**(CHAPTER 11)**
	§	
Debtor-In-Possession	§	
	§	

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DISCLOSURE STATEMENT IN CONNECTION WITH THE DEBTOR'S PLAN OF REORGANIZATION FILED CONCURRENTLY WITH THE PLAN FOR REORGANIZATION, DATED JANUARY 14, 2011

YOUR RIGHTS MAY BE AFFECTED. YOU SHOULD READ THE PLAN AND THIS DISCLOSURE STATEMENT CAREFULLY AND DISCUSS THEM WITH YOUR ATTORNEY. IF YOU DO NOT HAVE AN ATTORNEY, YOU MAY WISH TO CONSULT ONE.

I. INTRODUCTION

This is the Disclosure Statement (the "Disclosure Statement") in the Chapter 11 case of Gulf Freeway Plaza, LLC FDBA Las Haciendas Business Park, LLC ("Gulf Freeway Plaza"). This Disclosure Statement contains information about the Debtor and describes the Plan of Reorganization dated January 14, 2011 (the "Plan"). A full copy of the Plan is attached to this Disclosure Statement as **Exhibit A**. ***Your rights may be affected. You should read the Plan and this Disclosure Statement carefully and discuss them with your attorney. If you do not have an attorney, you may wish to consult one.***

The proposed distributions under the Plan are discussed on pages 8-16 of this Disclosure Statement. General unsecured creditors are classified in Class 24 and will receive a distribution of 100% of their allowed claims to be distributed with equal installment payments over one (1) year.

A. Purpose of This Document

This Disclosure Statement describes:

- The Debtor and significant events during the bankruptcy case;
- How the Plan proposes to treat claims or equity interests of the type you hold (i.e., what you will receive on your claim or equity interest if the plan is confirmed);

- Who can vote on or object to the Plan;
- What factors the Bankruptcy Court (the "Court") will consider when deciding whether to confirm the Plan;
- Why the Proponent believes the Plan is feasible, and how the treatment of your claim or equity interest under the Plan compares to what you would receive on your claim or equity interest in liquidation; and
- The effect of confirmation of the Plan

Be sure to read the Plan as well as the Disclosure Statement. This Disclosure Statement describes the Plan, but it is the Plan itself that will, if confirmed, establish your rights.

B. Deadlines for Voting and Objecting; Date of Plan Confirmation Hearing

The Court has not yet confirmed the Plan described in this Disclosure Statement. This section describes the procedures pursuant to which the Plan will or will not be confirmed.

1. *Time and Place of the Hearing to Finally Approve This Disclosure Statement and Confirm the Plan*

The hearing at which the court will determine whether to finally approve this Disclosure Statement and confirm the Plan will take place on _____, at ____: ____ __.m, in courtroom 600 at 515 Rusk Street, 6th Floor Houston, Texas 77002.

2. *Deadline for Voting to Accept or Reject the Plan*

If you are entitled to vote to accept or reject the Plan, vote on the enclosed ballot and return the ballot in the enclosed envelope to John L. Green, Attorney at Law 4888 Loop Central Drive, Suite 445, Houston, Texas 77081. See Section IV. A. below for a discussion of voting eligibility requirements.

Your ballot must be received by _____, 2011 or it will not be counted.

3. *Deadline for Objecting to the Adequacy of Disclosure and Confirmation of the Plan*

Objections to the confirmation of the Plan must be filed with the Court and served upon Debtor's counsel, at the address listed below, by _____, 2011.

John L. Green, J.D., Ph.D., C.P.A.
Attorney and Counselor at Law
4888 Loop Central Drive, Suite 445
Houston, Texas 77081
Ph: (713) 660-7400
Fax: (713) 660-9921
Email: jlgreen488@aol.com

4. *Identity of Person to Contact for More Information*

If you need additional information regarding the Plan, please contact Debtor's counsel, John L. Green, Attorney at Law, 4888 Loop Central Drive, Suite 445, Houston, Texas 77081, phone (713) 660-7400, email jlgreen488@aol.com.

C. Disclaimer

THE COURT HAS APPROVED THIS DISCLOSURE STATEMENT AS CONTAINING ADEQUATE INFORMATION TO ENABLE PARTIES AFFECTED BY THE PLAN TO MAKE AN INFORMED JUDGMENT ABOUT ITS TERMS. THE COURT HAS NOT YET DETERMINED WHETHER THE PLAN MEETS THE LEGAL REQUIREMENTS FOR CONFIRMATION, AND THE FACT THAT THE COURT HAS APPROVED THIS DISCLOSURE STATEMENT DOES NOT CONSTITUTE AN ENDORSEMENT OF THE PLAN BY THE COURT, OR A RECOMMENDATION THAT IT BE ACCEPTED. THE COURT'S APPROVAL OF THIS DISCLOSURE STATEMENT IS SUBJECT OT FINAL APPROVAL AT THE HEARING ON CONFIRMATION OF THE PLAN. OBJECTIONS TO THE ADEQUACY OF THIS DISCLOSURE STATEMENT MAY BE FILED UNTIL _____.

II. BACKGROUND

A. Description and History of the Debtor's Business

i. Gulf Freeway Plaza, LLC

Gulf Freeway Plaza is a Texas limited liability company engaged in buying, selling, managing and developing real estate. Gulf Freeway Plaza is a privately held 100% subsidiary of Standard Morgan Partners, Ltd. ("SMP"), a Texas limited partnership. SMP is a privately held subsidiary of Westholff, LLC who owns a two-percent (2%) general partner interest and Gilbert Ramirez, Sr., a limited partner, holds the remaining interests.

Standard Morgan is the holding company that's part of a conglomerate of companies that were severely impacted by the sub-prime mortgage crisis. Later Hurricane Ike came in and caused devastating damages to the mortgagor's furniture business, WOW Furniture ("WOW"). The mortgagor was current at the time of the storm, but was due a lump sum note payment shortly thereafter. The mortgagor made the lump sum payment (apparently out the proceeds from the insurance monies received as partial payment for the claim filed for the damages caused by the storm) and a few additional installment notes before defaulting on the note. Consequently, Gulf Freeway Plaza foreclosed on the property.

During these series of events 1st International issued a notice to foreclose on a loan initiated by Gil Ramirez Homes and cross collateralized with Gulf Freeway Plaza property; this case was filed for the purpose of staying the foreclosure. Subsequently, it was discovered that the

purchaser of the furniture business property had an insurance policy that was in force and that this policy covered the inventory lost, loss of profits, building damages and such. The Deed of Trust foreclosure clause stated, in essence, that upon foreclosure any outstanding proceeds from insurance claims, rents, etcetera are assigned to the mortgagee, Gulf Freeway Plaza. It was estimated that this unliquidated claim has value to the Gulf Freeway Plaza's estate and the petition schedules were amended to reflect the same.

Gulf Freeway Plaza owns a hundred-percent (100%) interest in the following real property: 9920 Gulf Freeway, Houston, Texas, 9906 Gulf Freeway, Houston, Texas, 9333 Bryant Road, Houston, Texas, undeveloped land on Bryant Street, Houston, Texas (legally described as: TR 167B South Houston Gardens, Section 6, 2.0661 Acres), and undeveloped land on Mosley Street, Houston, Texas (legally described as: RES B Blk 1 Gulf Freeway Center, 2.7962 Acres).

In keeping with the revitalization theme, Gulf Freeway Plaza (Debtor) on May 3, 2010 entered into two, ten year leases with Stonegrass Entertainment, LLC ("Tenant"), Exhibit A. The two leases related to 9906 (Phase I) and 9920 (Phase II) Gulf Freeway. The basic terms of the lease allow for escalating rents beginning at $10,000 per month for the first two months and increasing by $10,000 every subsequent two months, reaching a plateau of $40,000 per month. The escalating rents in consideration of the tenant assuming the total financial obligation for all improvements and build-out requirements to the tow aforementioned buildings.

In connection with assuming the obligation for the build-out, Tenant has executed a construction contract with GRG Commercial, LLC (contractor). The contract is for a total of $1,555,400. Upon completion, and the securing of a certificate of occupancy, the payment of rents will commence. It is anticipated that occupancy by Stonegrass will occur in approximately five months for Phase I and eighteen months for Phase II.

Stonegrass is an entertainment production and management company. the Stonegrass business model as it relates to 9906 and 9920 Gulf Freeway is patterned after the Kemah Board Walk, which has had significant success. The primary draws for this redevelopment will be from music and entertainment, the close proximity of Hobby Airport, Gulf Freeway access and visibility, and proximity to downtown Houston will make it an attractive venue and future landmark for the City of Houston and surrounding areas.

The master plan will incorporate various family activities supported by restaurants, musical events by performing artists, shops of various kinds, and venues for social events, Exhibit C. It is anticipated that the revitalization envisioned by the Debtor will significantly increase the value of the properties over the estimated value of $12,700,000 that was represented by the Debtor in the Voluntary Petition.

B. Insiders of the Debtor

- Standard Morgan Partners, Ltd. is an insider that has not received any compensation during the two years prior to the commencement of the Debtor's bankruptcy case. Standard Morgan Partners has not received any compensation since 2009.
- Gilbert Ramirez, Sr. is a member and limited partner of Standard Morgan Partners,

Ltd. and has received monthly compensation prior to the bankruptcy filing of approximately $10,413.00 per month. Mr. Ramirez, Sr. has not received any compensation since June 1, 2009.

- Gilbert Ramirez, Jr. is a former limited partner of Standard Morgan Partners, Ltd. Mr. Ramirez, Jr. has not received any pre or post-petition compensation.

C. Management of the Debtor Before and During the Bankruptcy

During the Two years prior to the date on which the bankruptcy petition was filed, the officers, directors, managers or other persons in control of the Debtor (Collectively the "Managers") were Standard Morgan Partner, Ltd. as 100% owner of the Debtor. Westhoff, LLC owns two-percent (2%) of Standard Morgan Partners and is the General Partner and Gilbert Ramirez, Sr. is the limited partner owning ninety-eight percent (98%) of Standard Morgan Partners.

The Managers of the Debtor during the Debtor's Chapter 11 case has been the same as stated above.

After the effective date of the Order Confirming the Plan, the directors, officers and voting trustees of the Debtor, any affiliate of the Debtor participating in a joint Plan with the Debtor, or successor of the Debtor under the Plan (collectively the "Post Confirmation Managers"), will be Gilbert Ramirez, Sr. The responsibilities and compensation of the Post Confirmation Manager is described in Article III of this Disclosure Statement.

D. Events Leading to Chapter 11 Filing

On May 27, 2010 (the “Petition Date”), Gulf Freeway Plaza filed a voluntary petition for relief under Chapter 11 of Title 11, United States Bankruptcy Code, in the United States Bankruptcy Court for the Southern District of Texas, Houston Division (the “Court”). Pursuant to §§1107(a) and 1108 of the Bankruptcy Code, the Debtor is managing its property as debtor in possession. No trustee or examiner has been appointed in these cases.

Gulf Freeway Plaza, LLC is a Texas limited liability company and is part of a conglomerate of companies that are currently in Chapter 11 under jointly administered case number 09-33872, presided over by Judge Bohm. The jointly administered case has a confirmed plan and currently there is a Motion for Entry of Final Decree.

Over the past several years, Gulf Freeway Plaza entered into numerous promissory notes with 1st International Bank (“Lender”) for various loans to develop its business. In aggregate, Debtor owed lender approximately $6.5 million on all of the promissory notes (the “Notes”). Many of the Notes are cross-collateralized between several properties owned by Debtor.

Additionally, almost all of the Notes have different maturity dates and are secured by deeds of trust on several properties owned by debtor. Below are the different outstanding loan balances as of the date of filing with listed collateral:

Outstanding Balance	Loan Number	Collateral	Property Use
$2,370,314.07	223905	9333 Bryant	Leased Building
$736,342.58	240505	9906 Gulf Freeway	Being developed for lease
$589,206.55	293825	9906 Gulf Freeway	Being developed for lease
$2,303,370.21	858555	9906 Gulf Freeway	Being developed for lease
$349,613.10	279625	9920 Gulf Freeway	Being developed for lease

In addition to the above loans of the debtor, a related party, Gil Ramirez Homes, Inc. secured a loan in the amount of $360,000 on December 1, 2008 from 1st International Bank. The Note was for a term of two (2) years; at 7% and with monthly payments of interest only. The note was secured by the properties owned by Gulf Freeway Plaza that were also securing the aforementioned notes. On 2/25/2010, creditor sent out a Demand notice on the $360,000 loan to Gil Ramirez Homes, Inc. and would not consider renewal of the note at a lower interest rate. On May 10, 2010, creditor issued notice of intent to foreclose on June 1, 2010 on the Gulf Freeway Plaza cross-collateralized properties securing the $360,000 note to Gil Ramirez Homes, Inc. On May 18, 2010 creditor, 1st International Bank, issued a notice of intent to foreclose on Gulf Freeway Plaza properties that are securing the aforementioned note number 240505, setting a foreclosure date for July 6, 2010. Debtor filed this Chapter 11 bankruptcy to stay the foreclosure due to 1st International Bank's posting of the properties securing the aforementioned debt for foreclosure on July 6, 2010.

Debtor signed a lease with the State of Texas Department of Child Protective Services for a period of ten (10) years on the building located at 9333 Bryant St., Houston, Texas. Under the terms of the lease Debtor was responsible for making all of leasehold improvements provided for in the lease. Debtor approach the bank regarding the lease and the bank requested that the debtor not allow the potential tenant (State of Texas) to get away. The bank agreed to fund the lease improvements if the tenant leased the building. The State signed the lease and lender approved an approximate $600,000 loan (no. 293825) for the improvements. However, the lender began having problems with the bank regulators, never funded the loan for the build-out, and used the proceeds to pay itself interest on the other outstanding loans. Although the debtor had collateralized the loan with the rental income of approximately $28,000 monthly, the debtor had to negotiate the 'build-out' with another tenant in order to prepare the building for the State's lease. The lender materially breached the contract by not funding the construction build-out as promised. The lender sought to prohibit the use of the rent by alleging that it has an absolute assignment. **In fact, the lender in its own pleading accurately stated that the note was secured by the rent assignments.** The issue of whether the rents were property of the estate and a collateral assignment and subject to be used as cash collateral pursuant to Sec. 363 or an absolute assignment outside of property of the estate was not of first impression. This Court recently, in a memorandum opinion in the aforementioned jointly administered case 09-33872-H4-11 [docket no. 6] (Tex. July 22, 2009), ruled that the rents are property of the estate and, thus, subject to be used as cash collateral pursuant to section 363 to pay the ordinary and necessary expenses of the debtor's estate. The Parties agreed to a limited use of Cash Collateral with lender prior to the hearing on this matter and on various subsequent hearings on this matter.

While the Debtor had attempted to negotiate with lender and/or obtain additional funds, the Debtor and Gil Ramirez Homes, Inc. have been unable to secure financing due to a number of factors-including current market conditions and the unwillingness of lender to negotiate with the Debtor and/or Gil Ramirez Homes, Inc. in considering the loans with a 4% interest rate only for two (2) years and P & I for three (3) years amortized over fifteen (15) years with a balloon note due at the end of five (5) years, so that the debtor can complete its development of the properties and liquidate the debt. Recently the Debtor and 1st International Bank have come to an agreement to renew the loans for a five (5) year period. The loan provides for first year interest only at 4.75% fixed interest rate; year two to convert to a fully amortizing loan at Wall Street Journal Prime Plus 2% floating with a floor of 4.75%, with the amortization based on 20 year amortization and a five (5) year balloon payment.

E. Significant Events in the Bankruptcy Case

1. Cash Collateral. The Debtor requested use of cash collateral on June 29, 2010. The Lender filed a motion to prohibit use of Cash Collateral. The court granted limited use of cash collateral on July 20, 2010; regarding Debtor's use of Cash Collateral, that order is in effect at the time of filing his Disclosure Statement. The Court orders on the Debtor's Emergency Motion for Interim and Final Orders Authorizing use of Cash Collateral pursuant to section 363(c) of the Bankruptcy Code and pursuant to Rule 4001 were pursuant to various agreements between debtor and lender.

2. Professionals. On June 11, 2010, the law firm of John L. Green ("The Firm") filed its Application to Employ Attorney (the "Application to Employ The Firm"), accompanied with an Affidavit of Proposed Attorney and Rule 2016(b) Disclosure.

On July 12, 2010 this court approved the employment of John L. Green as Debtor's counsel for Gulf Freeway Plaza. On July 21, 2010 an Application to Employ William T. Green, III as Special Counsel to litigate a claim arising from a pre-petition claim for Hurricane Ike's damage. The insurance claim arose from an assignment under the Deed of Trust from the previous owner of one of the properties Gulf Freeway Plaza sold and owner financed the sale. Hurricane Ike damaged this property severely. Prior to the restoration of the property, the owner defaulted on the loan and the property was foreclosed and became the property of the Debtor along with the insurance claim by assignment through the Deed of Trust. By order entered on August 5, 2010 this court granted an Order Authorizing the Employment of William T. Green as Special Counsel for Debtor.

3. Mediation. On August 31, 2010 the court order the Debtor and 1st International Bank to attend mediation with Judge Isgur. The Parties have entered into agreements regarding the renewal of the loans without the necessity of the mediation. The terms of the agreement are summarized on page 5 under item D. "Events Leading to the Bankruptcy" (above).

F. Projected Recovery of Avoidable Transfers

The Debtor does not intend to pursue any preference, fraudulent conveyance, or other avoidance actions.

G. Claims Objections

Except to the extent that a claim is already allowed pursuant to a final non-appealable order, the Debtor reserves the right to object to claims. Therefore, even if your claim is allowed for voting purposes, you may not be entitled to a distribution if an objection to your claim is later upheld. The procedures for resolving disputed claims are set forth in Article V of the Plan.

H. Current and Historical Financial Conditions

The identity and fair market value of the estate's assets are listed in **Exhibit B**. The valuations are based on appraisals completed by Harris County Appraisal District as 1st International Bank would not provide us with a copy of their most recent appraisals. Current market conditions may affect the value of the estate's assets and the Debtor do not represent that the appraisals reflect the current market value.

III. SUMMARY OF THE PLAN OF REORGANIZATION AND TREATMENT OF CLAIMS AND EQUITY INTERESTS

A. What is the Purpose of the Plan of Reorganization?

As required by the Code, the Plan places claims and equity interest in various classes and describes the treatment each class will receive. The plan also states whether each class of claims or equity interest is impaired or unimpaired. If the Plan is confirmed, your recovery will be limited to the amount provided by the Plan.

B. Unclassified Claims

Certain types of claims are automatically entitled to specific treatment under the Code. They are not considered impaired, and holders of such claims do not vote on the Plan. They may, however, object if, in their view, their treatment under the Plan does not comply with that required by the Code. As such, the Plan Proponent has not placed the following claims in any class:

1. Administrative Expenses

Administrative expenses are costs or expenses for administering the Debtor's Chapter 11 case which are allowed under § 507(a)(2) of the Code. Administrative expenses also include the value of any goods sold to the Debtor in the ordinary course of business and received within 20 days before the date of the bankruptcy petition. The Code requires that all administrative expenses be paid on the effective date of the Plan, unless a particular claimant agrees to a different treatment.

The following chart lists the Debtor's estimated administrative expenses and their proposed treatment under the Plan:

Expenses Arising in the	$38,000.00	Paid in full on Effective Date of the Plan,

Ordinary Course of Business After the Petition Date		or according to terms of obligation if later.
The Value of Goods Received in the Ordinary Course of Business within 20 Days Before the Petition Date	$0.00	Paid in full on Effective Date of the Plan, or according to terms of obligation if later.
Professional Fees and Expenses, as approved by the Court	$25,000.00	Paid in full on the Effective Date of the Plan, or according to court order if such fees have not been approved by the Court on the Effective Date of the Plan.
Clerk's Office Fees	$0.00	Paid in full on the Effective Date of the Plan.
Other administrative Expenses	$0.00	Paid in full on the Effective Date of the Plan or according to separate written agreement.
Office of the U.S. Trustee Fees		Paid in full on the Effective Date of the Plan
Total	**$63,000.00**	

2. Priority Tax Claims

Priority tax claims are unsecured income, employment, and other taxes described by §507(a)(8) of the Code. Unless the holder of such a §507(a)(8) priority tax claim agrees otherwise, it must receive the present value of such claim, in regular installments paid over a period not exceeding 5 years from the order of relief.

The following chart lists the Debtor's estimated §507(a)(8) priority tax claims and their proposed treatment under the Plan:

Harris County-Real Property Taxes for Retained Property	$117,813.71	January 1 of each tax year.	Equal monthly installments over a period of five (5) years from the Petition Date with payments commencing thirty (30) days after the Effective Date. Claimants shall retain lien(s).
Pasadena ISD-Real Property Taxes for Retained Property	$1,956.14	January 1 of each tax year.	Equal monthly installments over a period of five (5) years from the Petition Date with payments commencing thirty (30) days after the Effective Date. Claimants shall retain lien(s).

IRS Tax Claim for Gulf Freeway Plaza, LLC (Taxes for 2005, 2006, 2007 and 2008 and Heavy Vehicle Tax for 208)	$4,057.56	Varies	Shall be paid in full on the Effective Date.
Texas Comptroller of Public Account for Gulf Freeway Plaza, LLC (Franchise Taxes)	$0.00	January 1 of each tax year.	Equal monthly installments over a period of five (5) years from the Petition Date with payments commencing thirty (30) days after the Effective Date. Claimants shall retain lien(s).

C. Classes of Claims and Equity Interests

The following are the classes set forth in the Plan, and the proposed treatment that they will receive under the Plan:

1. Classes of Secured Claims

Allowed secured claims are claims secured by property of the Debtor's bankruptcy estate (or that are subject to setoff) to the extent allowed as secured claims under § 506 of the Code. If the value of the collateral or setoffs securing the creditor's claim is less than the amount of the creditor's allowed claim, the deficiency will be classified as a general unsecured claim.

The following chart lists all classes containing Debtor's secured prepetition claims and their proposed treatment under the Plan:

Class No.	Description	Impairment?	Treatment
2	Allowed Claim 1st International Bank for Loan No. 223905 in the estimated amount of $2,370,314.07, plus accrued interest and fees executed by Gulf Freeway Plaza, LLC and guaranteed by Gilbert Ramirez, Sr.	Yes	The Secured Claim of 1st International Bank Loan No. 223905 shall receive a new note against Gulf Freeway Plaza, LLC in the amount of $2,370,314.07 to be secured by 9906 and 9920 Gulf Freeway. Claimant shall retain no liens or claims against any obligor, co-obligor or guarantor on any debt owned by the Debtor to claimant.
3	Allowed Claim 1st International Bank for Loan No. 240505 in the	Yes	The Secured Claim of 1st International Bank Loan No.

	estimated amount of $736,342.58, plus accrued interest and fees executed by Gulf Freeway Plaza, LLC and guaranteed by Gilbert Ramirez, Sr.		240505 shall receive a new note against Gulf Freeway Plaza, LLC in the amount of $736,342.58 to be secured by 9906 and 9920 Gulf Freeway. Claimant shall retain no liens or claims against any obligor, co-obligor or guarantor on any debt owned by the Debtor
4	Allowed Claim 1st International Bank for Loan No. 293825 in the estimated amount of $589,206.55, plus accrued interest and fees executed by Gulf Freeway Plaza, LLC and guaranteed by Gilbert Ramirez, Sr.	Yes	The Secured Claim of 1st International Bank Loan No. 293825 shall receive a new note against Gulf Freeway Plaza, LLC in the amount of $589,206.55 to be secured by 9906 and 9920 Gulf Freeway. Claimant shall retain no liens or claims against any obligor, co-obligor or guarantor on any debt owned by the Debtor to claimant.
5	Allowed Claim 1st International Bank for Loan No. 858555 in the estimated amount of $2,303,370.21, plus accrued interest and fees executed by Gulf Freeway Plaza, LLC and guaranteed by Gilbert Ramirez, Sr.	Yes	The Secured Claim of 1st International Bank Loan No. 858555 shall receive a new note against Gulf Freeway Plaza, LLC in the amount of $2,303,370.21 to be secured by 9906 and 9920 Gulf Freeway. Claimant shall retain no liens or claims against any obligor, co-obligor or guarantor on any debt owned by the Debtor to claimant.
6	Allowed Claim 1st International Bank for Loan No. 279625 in the estimated amount of $349,613.10, plus accrued interest and fees executed by Gil Ramirez Homes, Inc. now a defunct entity and guaranteed by Gilbert Ramirez, Sr.	Yes	The Secured Claim of 1st International Bank Loan No. 279625 shall receive a new note against Gulf Freeway Plaza, LLC in the amount of $349,613.10 to be secured by 9906 and 9920 Gulf Freeway. Claimant shall retain no liens or claims against any obligor, co-obligor or guarantor on any debt owned by the Debtor to claimant.

2. Classes of Priority Unsecured Claims

Certain priority claims that referred to in §§507(a)(1), (4), (5),(6), and (7) of the Code are required to be placed in classes. The Code requires that each holder of such a claim receive cash on the effective date of the Plan equal to the allowed amount of such claims. However, a class of holders of such claims may vote to accept different treatment.

There are no classes containing claims under §§507(a)(1), (4), (5),(6), and (7) of the Code under the Plan.

3. Class of General Unsecured Claims

General unsecured claims are not secured by property of the estate and are not entitled to priority under §507(a) of the code. The Debtor also has created a convenience class of claims pursuant to § 1122(b) that includes all allowed unsecured claims of $2,000 or less against the Debtor including any creditors with allowed unsecured claims in excess of $2,000 that elect to reduce their claim to $2,000.

The following chart identifies the Plan's proposed treatment of Classes 24-25, which contain general unsecured claims against the Debtor:

Class No.	**Description**	**Impairment?**	**Treatment**
1	General Unsecured Class	Yes	Holders of Class 1 general unsecured claims will receive equal monthly installments over a period of five (5) years from the Petition Date with payments commencing thirty (30) days after the Effective Date. Claimants shall retain lien(s).

4. Class of Equity Interest Holders

Equity interest holders are parties who hold an ownership interest (i.e., equity interest) in the Debtor. In a corporation, entities holding preferred or common stock are equity inters holders. In a partnership, equity interest holders include both general and limited partners. In a limited liability company ("LLC"), the equity interest holders are the members. Finally, with respect to an individual who is a debtor, the Debtor is the equity interest holder.

The following chart sets forth the Plan's proposed treatment of the class of equity interest holders:

Name	Insider (yes or no)?	Position	Compensation
Gil Ramirez, Sr.	Yes	President	None until all Plan payments are satisfied.

D. Means of Implementing the Plan

1. Source of Payment

Payments and distributions under the Plan will be funded by the following: (i) income from the ongoing operations of the business properties and (ii) Rental Income from various leases as reflected in the Plan; proceeds from any litigation of assignment claims and others.

2. Substantive Consolidation

At the Confirmation hearing, the Debtor will seek a ruling by the court that the debt of Gulf Freeway Plaza include the contingent liability resulting from pledging of Gulf Freeway Plaza properties of a loan from the defunct Gil Ramirez Homes, Inc. in the amount of $349,613.10.

3. Post-confirmation Management

The Post-Confirmation Managers of Gulf Freeway Plaza and their compensation shall be as follows:

Name	Insider (yes or no)?	Position	Compensation
Gil Ramirez, Sr.	Yes	President	None until all Plan payments are satisfied.

E. Risk Factors

The following is intended as a summary of certain risks associated with the Plan, but is not exhaustive and must be supplemented by the analysis and evaluation of the Plan and this Disclosure Statement made by each Claimant as a whole in consultation with such Claimant's own advisors. In order for Creditors to be paid, the Plan requires that the Debtor sell property and continue to produce a minimum level of cash flow for distribution. It is possible that the Debtor's future cash flow from its operations may not meet the projections attached hereto as **Exhibit C.** Despite these risks, the Debtor believe that the most realistic and timely avenue by which Creditors will be paid is through future cash flow.

The Plan may not be confirmed without sufficient accepting votes. Each impaired Class of Claims and Interests receiving a distribution under the Plan is given the opportunity to vote to accept or reject the Plan. The Plan will be accepted by a Class of impaired Claims if the Plan is accepted by Claimants in such Class actually voting on the Plan who hold *at least* two-thirds (2/3) in amount and *more than* one half (½) in number of the total Allowed Claims of that Class which actually vote.The Plan will be accepted by a Class of Impaired Interests if it is

accepted by holders of Interests in such Class actually voting on the Plan who hold *at least* two-thirds (2/3) in amount of the total Allowed Interests of the Class which actually vote. However, an Interest Holder is deemed to have rejected the Plan and is therefore not entitled to vote on the Plan. Only those members of a Class who vote to accept or reject the Plan will be counted for voting purposes.

If any impaired Class of Claims under the Plan fails to provide acceptance levels sufficient to meet the minimum Class vote requirements but at least one Impaired Class of Claims accepts the Plan, then, subject to the provisions of the Plan, the Debtor intends to request Confirmation of the Plan under Section 1129(b) of the Bankruptcy Code.

F. Executory Contracts and Unexpired Leases

The Plan lists all executory contracts and unexpired leases that the Debtor will assume under the Plan. Assumption means that the Debtor has elected to continue to perform the obligations under such contracts and unexpired leases, and to cure defaults of the type that must be cured under the Code, if any. The Plan lists how the Debtor will cure and compensate the other party to such contract for lease for any such defaults.

If you object to the assumption of your unexpired lease or executory contract, the proposed cure of any defaults, or the adequacy of assurance of performance, you must file and serve your objection to the Plan within the deadline for objecting to the confirmation of the Plan, unless the Court has set an earlier time.

All leases not included in the Plan and executory contract and unexpired leases will be rejected under the Plan.

Consult your adviser or attorney for more specific information about particular contracts or leases.

If you object to the rejection of your contract or lease, you must file and serve your objection to the Plan within the deadline for objecting to the confirmation of the Plan.

THE DEADLINE FOR FILING A PROOF OF CLAIM BASED ON A CLAIM ARISING FROM THE REJECTION OF A LEASE OR CONTRACT IS 30 DAYS AFTER THE EFFECTIVE DATE OF THE PLAN. Any claim based on the rejection of a contract or lease will be barred if the proof of claim is not timely filed, unless the Court orders otherwise.

G. Tax Consequences of Plan

CREDITORS AND EQUITY INTEREST HOLDERS CONCERNED WITH HOW THE PLAN MAY AFFECT THEIR TAX LIABILITY SHOULD CONSULT WITH THEIR OWN ACCOUNTANTS, ATTORNEYS, AND/OR ADVISORS.

The following discussion summarizes certain possible federal income tax consequences of

the Plan to the Debtor, and to the holders of Claims and Interests. It is based on the Internal Revenue Code of 1986, as amended (the "Code"), Treasury Regulations, and administrative and judicial interpretations thereof which are now in effect, but which could change, even retroactively, at any time. This discussion does not address all aspects of federal, state and local tax laws that could impact the various classes of Claimants, the holders of Interests or the Debtor.

NO RULING HAS BEEN SOUGHT OR OBTAINED FROM THE IRS WITH RESPECT TO ANY OF THE TAX ASPECTS OF THE PLAN AND NO OPINION OF COUNSEL HAS BEEN OBTAINED BY THE PLAN PROPONENTS WITH RESPECT THERETO. NO REPRESENTATIONS OR ASSURANCES ARE BEING MADE WITH RESPECT TO THE FEDERAL INCOME TAX CONSEQUENCES AS DESCRIBED HEREIN. CERTAIN TYPES OF CLAIMANTS AND INTEREST HOLDERS MAY BE SUBJECT TO SPECIAL RULES NOT ADDRESSED IN THIS SUMMARY OF FEDERAL INCOME TAX CONSEQUENCES. FURTHER, STATE, LOCAL, OR FOREIGN TAX CONSIDERATIONS MAY APPLY TO A HOLDER OF A CLAIM OR INTEREST WHICH ARE NOT ADDRESSED HEREIN. BECAUSE THE TAX CONSEQUENCES OF THE PLAN ARE COMPLEX AND MAY VARY BASED ON INDIVIDUAL CIRCUMSTANCES, EACH HOLDER OF A CLAIM OR INTEREST AFFECTED BY THE PLAN MUST CONSULT, AND RELY UPON, HIS OR HER OWN TAX ADVISOR REGARDING THE SPECIFIC TAX CONSEQUENCES OF THE PLAN WITH RESPECT TO THAT HOLDER'S CLAIM OR INTEREST. THIS INFORMATION MAY NOT BE USED OR QUOTED IN WHOLE OR IN PART IN CONNECTION WITH THE OFFERING FOR SALE OF SECURITIES.

1. Tax Consequences to the Debtor

Under the IRC, a taxpayer generally must include in gross income the amount of any discharge of indebtedness income realized during the taxable year. Section 108(a)(1)(A) of the IRC provides an exception to this general rule, however, in the case of a taxpayer that is under the jurisdiction of a bankruptcy court in a case brought under the Bankruptcy Code where the discharge of indebtedness is granted by the court or is pursuant to a Plan approved by the court, provided that the amount of discharged indebtedness that would otherwise be required to be included in income is applied to reduce certain tax attributes of the taxpayer. Section 108(e)(2) of the IRC provides that a taxpayer shall not realize income from the discharge of indebtedness to the extent that satisfaction of the liability would have given rise to a deduction. As a result of sections 108(a)(1)(A) and 108(e)(2) of the IRC, the Debtor do not anticipate that any of them will recognize any taxable income from the discharge of indebtedness through the Chapter 11 Cases. Reductions in tax attributes (net operating loss carryover) will occur to the extent of cancellation of indebtedness income not recognized due to the above.

Under section 1141 of the Bankruptcy Code, confirmation of the Plan will discharge the Debtor from all debts except as provided for in the Plan. Implementation of the Plan, including

the liquidation and ultimate dissolution of the Debtor may result in discharge of indebtedness to the Debtor as a matter of tax law to the extent of any unsatisfied portion of such Claims. Any such discharge of indebtedness should not be included in gross income of the Debtor, however, bec ause of the exceptions to such inclusion discussed above.

2. Tax Consequences to Creditor

A Creditor who receives cash or other consideration in satisfaction of any Claim may recog nize ordinary income. The impact of such ordinary income, as well as the tax year for which the in come shall be recognized, shall depend upon the individual circumstances of each Claimant, includ ing the nature and manner of organization of the Claimant, the applicable tax bracket for the Claim ant, and the taxable year of the Claimant. Each Creditor is urged to consult with its tax advisor reg arding the tax implications of any payments or distributions under the Plan.

In general, the principal federal income tax consequences of the Plan to holders of Claims will be (a) recognition of loss or a bad debt deduction to the extent that the total payments received under the Plan with respect to the Claim are less than the adjusted basis of the holder in such Claim, or (b) recognition of taxable income by the holder of the Claim to the extent of the excess of the amount of any payments made under the Plan in respect of the Claim over the holder's adjusted basis therein.

Common examples of holders of Claims who may recognize taxable income upon receipt of payments under the Plan include (a) former employees with Claims for services rendered while serving as employees of a debtor, (b) trade creditors whose Claims represent an item not previously reported in income (including Claims for lost income upon rejection of leases or other contracts with a debtor), (c) holders of Claims who had previously claimed a bad debt deduction with respect to their Claims in excess of their ultimate economic loss, and (d) holders of Claims that include amounts of pre-petition interest that had not previously been reported in income. Common examples of Claims who may recognize a loss or deduction for tax purposes as a result o f implementation of the Plan, provided that such holders are not paid in full, include holders of Claims that arose out of cash actually loaned or advanced to a debtor, and holders of Claims consisting of items that were previously included in income of such holders on the accrual method of accounting, to the extent, in both cases, that the economic loss to such holders has not been allowed as a tax deduction in a prior year.

The amount and character or any resulting income or loss recognized for federal income tax consequences to a holder of any Claim as a result of implementation of the Plan will, however, depend on many factors. The most significant of these factors include (a) the nature and origin of the Claim, (b) whether the holder is a corporation (c) the extent to which the Plan provides for payment of the particular Claim, (d) the extent to which any payment made is allocable to pre-petition interest which is part of such Claim, and (e) the prior tax reporting positions taken by the

holder with respect to the item that constitutes the Claim. As to the last factor, relevant tax reporting positions include whether the holder had to report under its method of accounting any portion of the Claim (including accrued and unpaid interest) as income prior to receipt and whether the holder previously claimed a bad debt or worthlessness deduction with respect to the Claim, which would affect the adjusted basis of the holder in the Claim.

General rules for the deduction of bad debts are provided in IRC section 166 as follows:

If either (a) the creditor is a corporation, or (b) the debt is a business bad debt in the hands of the creditor, and the creditor demonstrates that the debt is collectable only in part, a deduction for partial worthlessness of the debt will be allowed to the extent that the debt is charged off in the accounting records of the creditor.

For a creditor not described in the previous paragraph, a bad debt deduction is allowable only in the year that the debt becomes wholly worthless.

If the creditor is not a corporation and the debt is a nonbusiness bad debt, the bad debt deduction is treated as a short-term capital loss, which can offset only capital gain income and a limited amount of ordinary income.

For purposes of IRC section 166, a "nonbusiness debt" means a debt other than (i) a debt created or acquired in connection with the creditor's trade or business, or (ii) a debt the loss from the worthlessness of which was incurred during the operation of the creditor's trade or business.

The time as of which a debt becomes worthless (or partially worthless), and therefore the tax year in which a creditor may claim a bad debt deduction, is a question of fact. Pursuant to Income Tax Regulations ("Regs.") section 1.166(c), as a general rule, bankruptcy is an indication of the worthlessness of at least a part of an unsecured, non-priority debt. In bankruptcy cases, a debt may become worthless before settlement in some instances, and only when a settlement in bankruptcy has been reached in other instances. The mere fact that bankruptcy proceedings instituted against the debtor are terminated in a later year, thereby confirming the conclusion that the debt is worthless (or partially worthless), does not necessarily shift the deduction to such later year. Thus, even though the precise amount that holders of General Unsecured Claims or other Claims will receive under the Plan may not be known until the final distribution date, the determination of the precise amount that will be paid under the Plan with respect to a Claim, or that no amount will be paid, does not necessarily establish that any resulting bad debt deduction is properly allowable in the Creditor's tax year in which the final distribution is made, rather than in an earlier year. Accordingly, to the extent that a Creditor may claim a bad debt deduction which it has not previously claimed, it is possible that the Creditor will be required to amend its return for a prior year and claim the deduction in that year, rather than in the year in which the final distribution is made. Creditors should consult with their individual tax advisors with respect to

this issue.

The extent to which gain or loss may be recognized by a holder of a Claim upon implementation of the Plan may be significantly affected by any bad debt deduction that may have been claimed by the holder in a prior year with respect to the debt on which the Claim is based. If the holder took a bad debt deduction in a prior year which is recovered in whole or part through a payment made to the holder pursuant to the Plan, the holder will generally be required to include income the amount recovered in the year the holder receives the payment. An exception to this rule permits exclusion of a recovery of a prior bad debt deduction to the extent that the earlier bad debt deduction did not produce a tax benefit to the holder.

THE FOREGOING IS INTENDED TO BE A SUMMARY ONLY AND NOT A SUBSTITUTE FOR CAREFUL TAX PLANNING OR CONSULTATION WITH A TAX ADVISOR. THE FEDERAL, STATE, LOCAL, AND FOREIGN TAX CONSEQUENCES OF THE PLAN ARE COMPLEX AND, IN SOME CASES, UNCERTAIN. SUCH CONSEQUENCES MAY ALSO VARY BASED UPON THE INDIVIDUAL CIRCUMSTANCES OF EACH HOLDER OF A CLAIM OR INTEREST. ACCORDINGLY, EACH HOLDER OF A CLAIM OR INTEREST IS STRONGLY URGED TO CONSULT WITH HIS OR HER OWN TAX ADVISOR REGARDING THE FEDERAL, STATE, LOCAL, AND FOREIGN TAX CONSEQUENCES OF THE PLAN.

IV. CONFIRMATION REQUIREMENTS AND PROCEDURES

To be confirmable, the Plan must meet the requirements listed in §§ 1129(a) or (b) of the Code. These include the requirements that: the Plan must be proposed in good faith; at least one impaired class of claims must accept the plan, without counting votes of insiders; the Plan must distribute to each creditor and equity interest holder at least as much as the creditor or equity interest holder would receive in a chapter 7 liquidation case, unless the creditor or equity interest holder votes to accept the Plan; and the Plan must be feasible. These requirements are **NOT** the only requirements listed in § 1129, and they are not the only requirements for confirmation.

A. Who May Vote or Object

Any party in interest may object to the confirmation of the Plan if the party believes that the requirements for confirmation are not met.

Many parties in interest, however, are not entitled to vote to accept or reject the Plan. A creditor or equity interest holder has a right to vote for or against the Plan only if that creditor or equity interest holder has a claim or equity interest that is both (1) allowed or allowed for voting purposes and (2) impaired.

In this case, the Plan Proponent believes that classes 2-6 are impaired and that holders of

claims in each of these classes are therefore entitled to vote to accept or reject the Plan. The Plan Proponent believes that class one is unimpaired and that holders of claims in each of these classes, therefore, do not have the right to vote to accept or reject the Plan.

1. *What Is an Allowed Claim or an Allowed Equity Interest?*

Only a creditor or equity interest holder with an allowed claim or an allowed equity interest has the right to vote on the Plan. Generally, a claim or equity interest is allowed if either (1) the Debtor has scheduled the claim on the Debtor' schedules, unless the claim has been scheduled as disputed, contingent, or unliquidated, or (2) the creditor has filed a proof of claim or equity interest, unless an objection has been filed to such proof of claim or equity interest. When a claim or equity interest is not allowed, the creditor or equity interest holder holding the claim or equity interest cannot vote unless the Court, after notice and hearing, either overrules the objection or all ows the claim or equity interest for voting purposes pursuant to Rule 3018(a) of the Federal Rules of Bankruptcy Procedure.

THE DEADLINE FOR FILING A PROOF OF CLAIM IN THIS CASE WAS _____ FOR DEBTOR. THE DEADLINE FOR FILING OBJECTIONS TO CLAIMS IS WITHIN 60 DAYS OF THE EFFECTIVE DATE OF THE PLAN.

2. *What Is an Impaired Claim or Impaired Equity Interest?*

As noted above, the holder of an allowed claim or equity interest has the right to vote only if it is in a class that is *impaired* under the Plan. As provided in § 1124 of the Code, a class is considered impaired if the Plan alters the legal, equitable, or contractual rights of the members of that class.

3. *Who is **Not** Entitled to Vote*

The holders of the following five types of claims and equity interests are *not* entitled to vote:

- holders of claims and equity interests that have been disallowed by an order of the Court;
- holders of other claims or equity interests that are not "allowed claims" or "allowed equity interests" (as discussed above), unless they have been "allowed" for voting purposes.
- holders of claims or equity interests in unimpaired classes;
- holders of claims entitled to priority pursuant to §§ 507(a)(2), (a)(3), and (a)(8) of the Code; and
- holders of claims or equity interests in classes that do not receive or retain any

value under the Plan;

- administrative expenses.

EVEN IF YOU ARE NOT ENTITLED TO VOTE ON THE PLAN, YOU HAVE A RIGHT TO OBJECT TO THE CONFIRMATION OF THE PLAN AND TO THE ADEQUACY OF THE DISCLOSURE STATEMENT.

4. *Who Can Vote in More Than One Class*

A creditor whose claim has been allowed in part as a secured claim and in part as an unsecured claim, or who otherwise hold claims in multiple classes, is entitled to accept or reject a Plan in each capacity, and should cast one ballot for each claim.

B. Votes Necessary to Confirm the Plan

If impaired classes exist, the Court cannot confirm the Plan unless (1) at least one impaired class of creditors has accepted the Plan without counting the votes of any insiders within that class, and (2) all impaired classes have voted to accept the Plan, unless the Plan is eligible to be confirmed by "cram down" on non-accepting classes, as discussed later in Section B.2.

1. *Votes Necessary for a Class to Accept the Plan*

A class of claims accepts the Plan if both of the following occur: (1) the holders of more than one-half (1/2) of the allowed claims in the class, who vote, cast their votes to accept the Plan, and (2) the holders of at least two-thirds (2/3) in dollar amount of the allowed claims in the class, who vote, cast their votes to accept the Plan.

A class of equity interests accepts the Plan if the holders of at least two-thirds (2/3) in amount of the allowed equity interests in the class, who vote, cast their votes to accept the Plan.

2. *Treatment of Non-accepting Classes*

Even if one or more impaired classes reject the Plan, the Court may nonetheless confirm the Plan if the non-ccepting classes are treated in the manner prescribed by § 1129(b) of the Code. A plan that binds non-accepting classes is commonly referred to as a "cram down" plan. The Code allows the Plan to bind non-accepting classes of claims or equity interests if it meets all the requirements for consensual confirmation except the voting requirements of § 1129(a)(8) of the Code, does not "discriminate unfairly," and is "fair and equitable" toward each impaired class that has not voted to accept the Plan.

YOU SHOULD CONSULT YOUR OWN ATTORNEY IF A "CRAMDOWN" CONFIRMATION WILL AFFECT YOUR CLAIM OR EQUITY INTEREST, AS THE VARIATIONS ON THIS GENERAL RULE ARE NUMEROUS AND COMPLEX.

C. Liquidation Analysis

To confirm the Plan, the Court must find that all creditors and equity interest holders who do not accept the Plan will receive at least as much under the Plan as such claim and equity interest holders would receive in a chapter 7 liquidation. A liquidation analysis is attached to this Disclosure Statement as **Exhibit D**. The Plan Proponents have considered alternatives to the Plan, such as a liquidation of the Debtor' holdings in a Chapter 7 case, and do not believe that a Chapter 7 liquidation would afford the holders of Claims a return as great as may be achieved by the continuation of the Debtor as a going concern as provided for under the Plan. Under the Plan, the Debtor's operations will be confined to the Rental Building and Amusement Center Rental, which has been consistently profitable since its inception in 2006. The Debtor believe that their previous difficulties have occurred due to a variety of unusual factors that do not s peak to the success of the rental property, including: (i) ongoing re-construction ; (ii) overall economic downturn; and (iii) heavy debt loads due to the Notes with 1st International Bank. Accordingly, by eliminating those aspects of the business which served to previously sap operations and instead focusing on the traditionally profitable aspects of operation, the Plan will maximize the Debtor's cash flow and will provide the best opportunity to generate the cash flow necessary to pay all creditor constituencies.

Moreover, under Chapter 7, a trustee would be appointed to administer the Estate, to resolve pending controversies against the Debtor and claims of the Estate against other parties, and to make distributions to Creditors. If the Cases were converted to cases under Chapter 7, significant additional Administrative Expenses would be incurred. Any distributions to holders of Claims would be substantially delayed and, in all likelihood, reduced as compared to the anticipated results of Confirmation of the Plan. A Chapter 7 trustee would be entitled to compensation in accordance with the scale set forth in section 326 of the Bankruptcy Code. A Chapter 7 trustee might also seek to retain new professionals, including attorneys and accountants, in order to resolve any disputed Claims and possibly to pursue claims of the Estates against other p arties. As the Plan affords creditors the potential for the greatest realization from the Debtor' asset s, it is therefore in the best interests of Creditors.

C. Feasibility

The Court must find that 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, unless such liquidation or reorganization is proposed in the Plan.

1. *Ability to Initially Fund Plan*

The Plan Proponent believes that the Debtor will have enough cash on hand on the effective date of the Plan to pay all the claims and expenses that are entitled to be paid on that date. Tables showing the amount of cash on hand on the effective date of the Plan, and the sources of that cash are attached to this disclosure statement as **Exhibit C**.

2. *Ability to Make Future Plan Payments And Operate Without Further Reorganization*

The Plan Proponent must also show that it will have enough cash over the life of the Plan to make the required Plan payments.

The Plan Proponent has provided projected financial information. Those projections are listed in **Exhibit C**.

The Plan Proponent's financial projections show that the Debtor will have an aggregate annual average cash flow, after paying operating expenses and post-confirmation taxes, of **$**57,863.00. The final Plan payment is expected to be paid in December 2014.

YOU SHOULD CONSULT WITH YOUR ACCOUNTANT OR OTHER FINANCIAL ADVISOR IF YOU HAVE ANY QUESTIONS PERTAINING TO THESE PROJECTIONS.

V. EFFECT OF CONFIRMATION OF PLAN

A. DISCHARGE OF DEBTOR

General Discharge. On the effective date of the Plan, Debtor, shall be discharged from any debt that arose before confirmation of the Plan, subject to the occurrence of the effective date, to the extent specified in § 1141(d)(1)(A) of the Code. However, the Debtor shall not be discharged from any debt imposed by the Plan. After the effective date of the Plan your claims against the Debtor will be limited to the debts imposed by the Plan.

B. Modification of Plan

The Plan Proponent may modify the Plan at any time before confirmation of the Plan. However, the Court may require a new disclosure statement and/or re-voting on the Plan.

Upon request of the Debtor, the United States trustee, or the holder of an allowed unsecured

claim, the Plan may be modified at any time after confirmation of the Plan but before the completion of payments under the Plan, to (1) increase or reduce the amount of payments under the Plan on claims of a particular class, (2) extend or reduce the time period for such payments, or (3) alter the amount of distribution to a creditor whose claim is provided for by the Plan to the exte nt necessary to take account of any payment of the claim made other than under the Plan.

C. **Final Decree**

Once the estate has been fully administered, as provided in Rule 3022 of the Federal Rules of Bankruptcy Procedure, the Plan Proponent, or such other party as the Court shall designate in the Plan Confirmation Order, shall file a motion with the Court to obtain a final decree to close the case. Alternatively, the Court may enter such a final decree on its own motion.

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Respectfully submitted,

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