

**UNITED STATES BANKRUPTCY COURT
WESTERN DISTRICT OF ARKANSAS
FORT SMITH DIVISION**

IN RE: MENA STEEL BUILDINGS, INC.

**CASE NO. 2:17-bk-70983
Chapter 11**

**DISCLOSURE STATEMENT
OF
MENA STEEL BUILDINGS, INC.
I.**

INTRODUCTION

MENA STEEL BUILDINGS, INC. is a Debtor in a Chapter 11 bankruptcy case. On April 19, 2017, MENA STEEL BUILDINGS, INC. commenced a bankruptcy case by filing a chapter 11 petition under the Bankruptcy Code. Chapter 11 allows the Debtor, and under some circumstances, creditors and other parties in interest, to propose a plan of liquidation (“Plan”). The Plan may provide for the Debtor to reorganize by continuing to operate, to liquidate by selling assets of the estate, or a combination of both. MENA STEEL BUILDINGS, INC. is the party proposing the Plan sent to you in the same envelope as this document. **THE DOCUMENT YOU ARE READING IS THE DISCLOSURE STATEMENT FOR THE ENCLOSED PLAN.** The Plan is included only for informational purposes to more fully disclose the Debtor’s intent in this bankruptcy. The Plan enclosed may be modified and may not be the final Plan submitted to you in a subsequent mailing. The Debtor is first required to gain approval of this Disclosure Statement and then will seek approval of the Plan once the Disclosure Statement is approved. You will be sent by subsequent mailing a copy of said Plan with a ballot allowing you to approve or reject the Debtor’s proposed Plan.

A. Purpose of this Document

This Disclosure Statement summarizes what is in the Plan, and tells you certain information relating to the Plan and the process the Court follows in determining whether or not to confirm the Plan.

READ THIS DISCLOSURE STATEMENT CAREFULLY IF YOU WANT TO KNOW ABOUT:

- (1) WHO CAN VOTE OR OBJECT,
- (2) WHAT THE TREATMENT OF YOUR CLAIM IS (i.e., what your claim will receive if the Plan is confirmed), AND HOW THIS TREATMENT COMPARES TO WHAT YOUR CLAIM WOULD RECEIVE IN LIQUIDATION,
- (3) THE HISTORY OF THE DEBTOR AND SIGNIFICANT EVENTS DURING THE BANKRUPTCY,
- (4) WHAT THINGS THE COURT WILL LOOK AT TO DECIDE WHETHER OR NOT TO CONFIRM THE PLAN,
- (5) WHAT IS THE EFFECT OF CONFIRMATION, AND
- (6) WHETHER THIS PLAN IS FEASIBLE.

This Disclosure Statement cannot tell you everything about your rights. You should consider consulting your own attorney to obtain more specific advice on how this Plan will affect you and what is the best course of action for you. The Code requires a Disclosure Statement to contain “adequate information” concerning the Plan. The Plan must contain enough information to enable parties affected by the Plan to make an informed judgment about the Plan.

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

You are being sent this information as the first step in the Plan Confirmation process. Included with this Disclosure Statement is a Notice of Opportunity to Object. If you do not object to the Disclosure Statement, the Debtor will report to the Court the lack of objection. If this Disclosure Statement is approved, the Debtor will then send you a copy of the proposed Plan along with a ballot

giving you the opportunity to accept or reject the Plan. If there are any inconsistencies between the Plan and the Disclosure Statement, the Plan provisions will govern. Again, the Disclosure Statement is a document which serves to provide you with enough information for you to make an informed decision about the Debtor's Plan. If you object to the Disclosure Statement as containing inadequate information, you should file your objection with the Bankruptcy Court and your objection will be set for hearing before the Bankruptcy Judge.

THE COURT HAS NOT YET CONFIRMED THE PLAN DESCRIBED IN THIS DISCLOSURE STATEMENT. IN OTHER WORDS, THE TERMS OF THE PLAN ARE NOT BINDING ON ANYONE. YOUR APPROVAL OF THIS DISCLOSURE STATEMENT IS NOT THE SAME AS YOUR APPROVAL OF THE PLAN AND DOES NOT BIND YOU TO THE TERMS OF THE PLAN. THE COURT WILL NOT CONFIRM THE DEBTOR'S PLAN UNTIL YOU HAVE RECEIVED A COPY OF THE PLAN ALONG WITH A BALLOT AND HAVE THE OPPORTUNITY TO VOTE ON YOUR ACCEPTANCE OR REJECTION OF THE PLAN. WHEN THE COURT CONFIRMS THE PLAN AFTER NOTICE AND A HEARING, THEN THE PLAN WILL BE BINDING ON THE DEBTOR AND ON ALL CREDITORS AND INTEREST HOLDERS IN THIS CASE.

C. Disclaimer.

The financial data relied upon in formulating the Plan is based on the Debtor's best knowledge and belief. The Court has not yet determined whether or not you should support the Plan. The Financial Statements herein are unaudited.

II.

BACKGROUND

A. Description and History of the Debtor

The Debtor is an Arkansas corporation having elected bankruptcy protection under the chapter

11 form of bankruptcy. The Debtor is a construction company which formed in 1973. The original incorporators were Frank and Edith Adair but the shares of this corporation were later transferred to the current shareholder, Bryan Hebert who holds a 100% interest in this business. Amye Hebert, Bryan's wife, does not own any shares of the corporation but serves as the corporate secretary/treasurer.

The Debtor's business focuses primarily on commercial projects; however, over the years the Debtor has engaged in most areas of construction.

The Debtor has not completed its most recent tax return but the following shows the amount of gross revenues generated by the company from 2013 to the time of filing. 2013- \$3,914,840 gross revenues; 2014- \$3,544,267 gross revenues; 2015- \$3,524,730 gross revenues; 2016- \$2,928,414 gross revenues; YTD through the time of filing- \$772,541 in gross revenues. There has been a gradual decline in revenues over the past several years.

Currently the Debtor has 30 full-time employees. Health insurance and retirement are not provided. The Debtor maintains current insurance on its property as well as workman's compensation insurance.

There is not one factor which led to the bankruptcy filing but a combination of several. Reduced revenues along with a few bad purchases led to a cash flow shortage causing additional expenses such as overdraft charges at the bank. The filing of this bankruptcy provides the Debtor with the opportunity to reverse the negative cash flow setting the Debtor up for success both in the future and the completion of this Reorganization.

Principals/Affiliates of Debtor's Business

Bryan Hebert is the owner of MENA STEEL BUILDINGS, INC. and owns a 100% interest in the corporation.

B. Management of the Debtors Before and After the Bankruptcy

Both the Debtor and his wife work in the business and provide management services to the business. Bryan receives a salary of \$129,316.50. Amye receives a salary of 42,500.00. The salary is reasonable and comparable to what other companies of this size would pay. Both will continue in the management of this corporation both during and after the completion of the bankruptcy.

Events Leading to Chapter 11 Filing.

This is covered in the Brief History Section above.

C. Significant Events During the Bankruptcy

a. Bankruptcy Proceedings

The following are significant events which have occurred during this case. At the outset of this case, several motions were filed. The Debtor filed an application to hire its attorney, Don Brady. The Court on June 13, 2017 filed an Order approving the hire of Mr. Brady. The Debtor also filed a Motion to use Cash Collateral. On May 23, 2017, the Court approved the Debtor's Motion to Use Cash Collateral allowing the Debtor to use the proceeds and revenues of the business to continue day to day operations. Two motions for adequate protection were filed by various creditors. On April 25, 2017, Ford Motor Credit sought adequate protection on May 25, 2017 an Agreed Order was entered. Per the Agreed Order, the Debtor would pay \$517.89 per month on the Ford F-150 and \$871.26 per month on the T-250. Likewise, on May 3, 2017, a Motion for Adequate Protection was filed by Diamond State Bank. Diamond State Bank was seeking protection on the Debtor's real estate and two pieces of equipment. An Order has not been entered yet; however, it was Agreed between the parties that the Debtor would pay \$750.00 per month in adequate protection. The Debtor's meeting of creditors has been held and concluded. A creditors' committee has not been formed. The Debtor is still seeking an Affidavit from its accountant so that it may hire the accountant for the purpose of preparing the Debtor's taxes. Amye Hebert is preparing the monthly operating

reports and two have been filed with the Court.

Other Legal Proceedings

There are no known legal proceedings outside of the bankruptcy.

b. Actual and Projected Recovery of Preferential or Fraudulent Transfers

Currently, the Debtor is unaware of any fraudulent transfer and presently do not anticipate filing any such action in this case.

c. Procedures Implemented to Resolve Financial Problems

It was critical for the Debtor to stop the bank overdraft charges which has been done with the filing of this bankruptcy. The Debtor's business remains strong and the Debtor's work has picked up recently. The Debtor seeks to pay the highest distribution feasible to its unsecured creditors and to make whole its secured creditors. The Debtor has run an analysis of which types of jobs were most profitable and has restructured the business towards those jobs.

d. Current and Historical Financial Conditions

The Debtor has filed two operating report which are available for review on ECF. Since the filing of the bankruptcy, the Debtor has been able to fund new jobs and the cash flow situation has normalized. The Debtor believes that the plan will allow the debtor to emerge from bankruptcy fiscally strong and that its creditors shall receive a fair return on the debt owed.

III.

SUMMARY OF THE PLAN OF REORGANIZATION

A. What Creditors and Interest Holders Will Receive Under the Proposed Plan

As required by the Bankruptcy Code, the Plan classifies claims and interests in various classes according to their right to priority. The Plan states whether each class of claims or interests is impaired or unimpaired. The Plan provides the treatment each class will receive.

B. Unclassified Claims

Certain types of claims are not placed into voting classes; instead they are unclassified. They are not considered impaired and they do not vote on the Plan because they are automatically entitled to specific treatment provided for them in the Bankruptcy Code. As such, the Proponent has not placed the following claims in a class.

1. Administrative Expenses

Administrative Expenses are claims for costs or expenses of administering the Debtor's Chapter 11 case which are allowed under Code section 507 (a) (1). The Code requires that all administrative claims be paid on the Effective Date of the Plan, unless a particular claimant agrees to a different treatment. For example, the Debtor has filed for approval to hire its attorney and accountant. These professionals will submit their application for approval of their fees and cost no more than every 120 days. Court approval on all fees of the aforementioned professionals is required. For all fees except Clerk's Office fees and U.S. Trustee's fees, the professional in question must file and serve a properly noticed fee application and the Court must rule on the application. Only the amount of fees allowed by the Court will be owed and required to be paid under this Plan.

The Debtor has paid its attorney a prepetition retainer of \$7,000.00. \$1717.00 was used for the filing fee and \$2,500.00 was retained for pre-petition work. Debtor's attorney retains \$2,783.00 in trust which will be applied against fees earned post-petition. It is estimated that another \$5,000-6,000 in attorney's fees remain to complete this case through confirmation. The Debtor must also make quarterly payments to the U. S. Trustee's Office based upon the disbursements of the Debtor for the past quarter. Based upon current disbursements, the Debtor estimates that the quarterly payment to the United States Trustee will be in the \$4,000.00 range.

Priority Tax Claims

Priority tax claims are certain unsecured income, employment and other taxes described by

Code Section 507 (a) (8). The Code requires that each holder of such 507 (a) (8) priority tax claim receive the present value of such claim in deferred cash payments, over a period not exceeding six years from the date of the assessment of such tax.

The Internal Revenue Service has filed a proof of claim showing a total of \$64,841 in priority debt. The Debtor has not determined if these amounts are accurate or there will be a need to object to the proof of claim. If accurate, the Debtor would be required to pay these amounts in equal monthly installments over the next five years. The IRS payments would include interest payments of 4%.

C. Classified Claims and Interests

1. Classes of Secured Claims

Secured Claims are claims secured by liens on property of the estate. The Debtor believes it has four secured creditors, namely, Diamond State Bank, Ford Motor Credit, Kubota, and Compass Bank. Generally, the Debtor's Plan will be to pay the secured creditor the lesser of the value of the collateral or debt owed over 5 years at contract rate but not more than 5.5% interest. The secured debt of Diamond State Bank is a little more complicated as it was discovered that the real estate initially listed in the Debtor's schedule A is owned by Bryan and Amye Hebert and not the Debtor. It is believed that Diamond Bank is still fully secured in its claim but the treatment of the claim will need to be worked out with the assistance of counsel for the Bank.

2. Classes of Priority Unsecured Claims

Certain priority claims that are referred to in Code Sections 507 (a) (3), (4), (5), (6), and (7) are required to be placed in classes. These types of claims are entitled to priority treatment as follows: the Code requires that each holder of such a claim receive cash on the Effective Date equal to the allowed amount of such claim. However, a class of unsecured priority claim holders may vote to accept deferred cash payments of a value, as of the Effective Date, equal to the allowed amount of such claims. The Debtor has employees which are/were paid and current at the time of filing. The Debtor

believes it is current on all employee taxes.

3. Class of General Unsecured Claims

General Unsecured Claims are unsecured claims not entitled to priority under Code Section 507

(a). The Plan treatment and not the treatment described in the Disclosure Statement will control the treatment of this class. As of the writing of this Disclosure Statement, the Debtor has unsecured claims totaling approximately \$733,169.06. The Debtor lists approximately \$701,851.44 in assets with \$188,638.02 in secured claims. In a total liquidation, the Debtor would have over \$220,000 in unsecured debt which would not be paid in a chapter 7 context. This class of creditors is impaired. These creditors will be paid 100% of their claim over 5 years.

4. Class(es) of Interest Holders

Interest Holders are the parties who hold ownership interest (i.e., equity interest) in the Debtor. If the Debtor is a corporation, entities holding preferred or common stock in the Debtor are interest holders. If the Debtor is a partnership, the interest holders include both general and limited partners. If the Debtor is an individual, the Debtor is the interest holder. Here, the Debtor in this chapter 11 is an Arkansas corporation with one shareholder, Bryan Hebert. Debtor's plan proposes no payment to this individual other than what he receives in the ordinary course of business in the form of salary.

Means of Effectuating the Plan

1. Funding for the Plan

The Debtor is dependent upon continuing to bid construction jobs. All revenue received is from the gross revenues from such construction projects. The Debtor is also exploring sources for funding or DIP financing if such should become necessary.

2. Post-confirmation Management

Bryan Hebert is the current president and owner of the business and will continue to be the manager/owner following plan confirmation.

Disbursing Agent

Bryan Hebert will act as the disbursing agent for the purpose of making all distributions provided for under the Plan. Disbursing Agent shall serve without bond and shall not receive any compensation for such services.

4. Risk Factors

The proposed Plan has the following risks: (1) Construction has nearly recovered from the downturn in 2008. While it is good now, any violent swings in the economy will affect the construction industry (2) Any unforeseen expense such as litigation could challenge an already thin cash flow (3) Unforeseen but necessary repairs or new purchases for equipment could create cash flow issues (4) Acts of god or weather can also affect the construction industry like it did when Arkansas experienced a statewide ice storm.

5. Other Provisions of the Plan

a. Executory Contracts and Unexpired Leases

All executory contracts and/or unexpired leases will be rejected by the plan unless otherwise specifically accepted by the plan or unless otherwise renegotiated following plan confirmation. Specifically, the Debtor intends to assume the three (3) leases listed in schedule G of the Debtor's schedules. These leases are with Tim Laws, Ronnie Martin, and Neil or Sheila Taylor.

Changes in Rates Subject to Regulatory Commission Approval

The Debtor is not subject to governmental regulatory commission approval of its rates.

b. Retention of Jurisdiction

The Bankruptcy Court will retain jurisdiction to the extent provided by law.

6. Tax Consequences of the Plan

CREDITORS AND INTEREST HOLDERS CONCERNED WITH HOW THE PLAN MAY

AFFECT THEIR TAX LIABILITY SHOULD CONSULT WITH THEIR OWN ACCOUNTANTS, ATTORNEYS, AND/OR ADVISORS. The following disclosure of possible tax consequences is intended solely for the purpose of alerting readers about possible tax issues this Plan may present to the Debtor. The Proponent CANNOT and DOES NOT represent that the tax consequences contained below are the only tax consequences of this Plan because the Tax Code embodies many complicated rules which make it difficult to state completely and accurately all the tax implications of any action.

Certain creditors could issue a 1099- forgiveness of debt in relation to debt not paid by the Debtor's Plan. It is the Debtor's position that because the Debtor is in bankruptcy that this forgiveness of debt will not result in any tax consequences to the Debtor. The Debtor believes it may have substantial carry forward operating losses which would offset any potential income created by the issuance of the 1099 or profits.

IV.

CONFIRMATION REQUIRMENTS AND PROCEDURES

PERSONS OR ENTITIES CONCERNED WITH CONFIRMATION OR THIS PLAN SHOULD CONSULT WITH THEIR OWN ATTORNEYS BECAUSE THE LAW ON CONFIRMING A PLAN OF REORGANIZATION IS VERY COMPLEX. The following discussion is intended solely for the purpose of alerting readers about basic confirmation issues, which they may wish to consider, as well as certain deadlines for filing claims. The proponent CANNOT and DOES NOT represent the discussion contained below is a complete summary of the law on the topic.

Many requirements must be met before the Court can confirm a Plan. Some of the requirements include that the Plan must be proposed in good faith, acceptance of the Plan, whether the Plan pays unsecured creditors at least as much as these creditors would receive in a Chapter 7 liquidation, and whether the Plan is feasible. These requirements are not the only requirements for

confirmation.

A. Who May Vote or Object

1. Who May Object to Confirmation of the Plan

Any party in interest may object to the confirmation of the Plan, but as explained below not everyone is entitled to vote on the acceptance or rejection of the Plan.

2. Who May Vote to Accept/Reject the Plan

A creditor or interest holder has a right to vote for or against the Plan if that creditor or interest holder has a claim which is both (1) allowed or allowed for voting purposes and (2) classified in an impaired class.

a. What is an Allowed Claim/Interest

As noted above, a creditor or interest holder must first have an allowed claim or interest to have the right to vote. Generally, any proof of claim or interest will be allowed, unless a party in interest brings a motion objecting to the claim. When an objection to a claim or interest is filed, the creditor or interest holder holding the claim of interest cannot vote unless the Court, after notice and a hearing, either overrules the objection or allows the claim or interest for voting purposes.

THE BAR DATE FOR FILING A PROOF OF CLAIM IN THIS CASE has been set by the court. The bar date is October 16, 2017 and this will be the date by which all claims must be filed to be paid. A creditor or interest holder may have an allowed claim or interest even if a proof of claim was not timely filed. A claim is deemed allowed if (1) it is scheduled on the Debtor's schedules and such claim is not scheduled as disputed, contingent, or unliquidated, and (2) no party in interest has objected to the claim. An interest is deemed allowed if it is scheduled and no party in interest has objected to the interest.

b. What is an Impaired Claim/Interest

As noted above, an allowed claim or interest only has the right to vote if it is in a class that is impaired under the Plan. A class is impaired if the Plan alters the legal, equitable, or contractual rights of the members of that class. For example, a class comprised of general unsecured claims is impaired if the Plan fails to pay the member of that class 100% of what they are owed. In this case, the Debtor believes that unsecured creditor class and the class containing the interests of Community First Bank are impaired classes.

Who is Not Entitled to Vote.

The following four types of claims are not entitled to vote: (1) claims that have been disallowed; (2) claims in an unimpaired class; (3) claims entitled to priority pursuant to Code Sections 507 (a) (1), (2) and (8); and (4) claims in classes that do not receive or retain any value under the Plan. Claims in unimpaired classes are not entitled to vote because such classes are deemed to have accepted the Plan. Claims entitled to priority under 507 (a) (1), (2) and (7) are not entitled to vote because such claims are not placed in classes and they are required to receive certain treatment specified by the Code. Claims in classes that do not receive or retain any value under the Plan do not vote because such classes are deemed to have rejected the Plan.

EVEN IF YOUR CLAIM IS OF THE TYPE DESCRIBED ABOVE, YOU MAY STILL HAVE A RIGHT TO OBJECT TO CONFIRMATION OF THE PLAN.

3. Who may 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 is entitled to accept or reject a Plan in both capacities by casting one ballot for the secured part of the claim and another ballot for the unsecured claim.

4. Votes Necessary to Confirm the Plan

If impaired classes exist, the Court cannot confirm the Plan unless (1) at least one impaired class has accepted the Plan without counting the votes of any insiders with that Class, and (2) all

impaired classes have voted to accept the Plan, unless the Plan is eligible to be confirmed by “cramdown” or non-accepting classes, as discussed later in (IV.A.6.).

5. Votes Necessary to Accept the Plan

A class of claims is considered to have accepted the Plan when more than one-half (1/2) in number and at least two-thirds (2/3) in dollar amount of the claims which actually voted, voted in favor of the Plan. A class of interests is considered to have accepted the Plan when at least two-thirds (2/3) in amount of the interest-holders of such class which actually voted, voted to accept the Plan.

6. Treatment of Nonaccepting Classes

As noted above, even if all impaired classes do not accept the proposed Plan, the Court may nonetheless confirm the Plan if the non-accepting classes are treated in the manner required by the Code. The process by which non-accepting classes are forced to be bound by the terms of the Plan is commonly referred to as “cramdown.” The Code allows the Plan to be “crammed down” on non-accepting classes of claims or interests if it meets all consensual requirements except voting requirements of 1129 (a) (8) and if the Plan does not “discriminate unfairly” and is “fair and equitable” toward each impaired class that has not voted to accept the Plan as referred to in 11. U.S.C. Section 1129 (b) and applicable case law.

7. Request for Confirmation Despite Nonacceptance by Impaired Class(es).

The parties reserve the right to seek cramdown, however, the Debtor does not believe that it will be necessary. If cramdown is sought, it would likely be regarding the unsecured class.

B. Liquidation Analysis

Another confirmation requirement is the “Best Interest Test”, which requires a liquidation analysis. Under the Best Interest Test, if a claimant or interest holder is an impaired class and that claimant does not vote to accept the Plan, then the claimant or interest holder must receive or retain under the Plan property of value not less than the amount that such holder would receive or retain if the

Debtor were liquidated under Chapter 7 of the Bankruptcy Code.

In a Chapter 7 case, the Debtor's assets are usually sold by a Chapter 7 trustee. Secured creditors are paid first from the sales proceeds of properties on which the secured creditor has a lien. Administrative claims are paid next. Next, unsecured creditors are paid from any remaining sales proceeds, according to their rights to priority. Unsecured creditors with the same priority share in proportion to the amount of their allowed claim in relationship to the amount of total allowed unsecured claims. Finally, interest holders receive the balance that remains after all creditors are paid, if any.

For the Court to be able to confirm this Plan, the Court must find that all creditors and interest holders who do not accept the plan will receive at least as much under the Plan as such holders would receive under a Chapter 7 liquidation. The Plan Proponent maintains that this requirement is met here for the following reasons:

- (1) In a chapter 7 liquidation unsecured creditors would receive between 60-70% of their claim;
- (2) Here, the unsecured creditors will receive at least as much of their claim as they would receive in a liquidation.

C. Feasibility

The feasibility of this plan depends on the continued viability of the construction industry. Based upon current on future projections, the Debtor's Plan can be funded through the ongoing revenues of the business.

V.

EFFECT OF CONFIRMATION OF PLAN

A. Discharge

The Debtor is seeking a discharge pursuant to 11 USC Section 114. The Debtor is entitled to a

discharge because this is a Plan of Reorganization, not liquidation, and the Debtor intends to engage in business after the consummation of the Plan.

B. Revesting of Property in the Debtor

Except as provided in Section (V.E.), and except as provided elsewhere in the Plan, the confirmation of the Plan revests all of the property of the estate in the Debtor.

C. Modification of Plan

The Proponent of the Plan may modify the Plan at any time before confirmation. However, the Court may require a new Disclosure Statement and/or revoting on the Plan.

The Proponent of the Plan may also seek to modify the Plan at any time after confirmation only if (1) the Plan has not been substantially consummated and (2) the Court authorizes the proposed modifications after notice and a hearing.

D. Post-Confirmation Status Report

Within 120 days of the entry of the order confirming the Plan, Plan Proponent shall file a status report with the Court explaining what progress has been made toward consummation of the confirmed Plan. The status report shall be served on the United States Trustee, the twenty largest unsecured creditors, and those parties who have requested special notice. Further status reports shall be filed every 120 days and served on the same entities.

E. Post-Confirmation Conversion/Dismissal

A creditor or party in interest may bring a motion to convert or to dismiss the case under 1112(b), after the Plan is confirmed, if there is a default in performing the Plan. If the Court orders the case to be converted to a chapter 7 after the Plan is confirmed, then all property that had been property of the Chapter 11 estate, and that has not been disbursed pursuant to the plan, will revest in the Chapter 7 estate. The automatic stay will be reimposed upon the revested property, but only to the extent that relief from stay was not previously authorized by the Court during this case.

The order confirming the Plan may also be revoked under very limited circumstances. The Court may revoke the order if the order of confirmation was procured by fraud and if the party in interest brings an adversary proceeding to revoke confirmation within 180 days after the entry of the order of confirmation.

F. Final Decree

Once the estate has been fully administered as referred to in Bankruptcy Rule 3022, the Plan Proponent, or other party as the Court may designate in the Plan Confirmation Order, shall file a motion with the Court to obtain a final decree to close the case.

Date: September 1, 2017

/s/ Bryan Hebert, for the Debtor
Bryan Hebert

/s/ Don Brady, Attorney for Plan Proponent
Don Brady
AADR
805 S. Greenwood Ave.
Fort Smith, Arkansas 72901
479-784-9221