

UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF MARYLAND

_____)	
In re:)	
)	
MWM & SONS, CORPORATION)	Case No. 16-25851
)	(Chapter 11)
)	
Debtor)	
_____)	

DEBTOR’S PLAN OF REORGANIZATION
(JUNE 5, 2018March 8, 2018)

MWM & SONS, CORPORATION (the “Debtor”), debtor and debtor in possession herein, by undersigned counsel, John D. Burns, Esquire, and The Burns Law Firm, LLC, hereby proposes and presents this Plan of Reorganization (the "Plan"), as amended, pursuant to the provisions of Chapter 11 of the United States Bankruptcy Code, 11 U.S.C. § 101, et seq., and, upon entry of an Order of Confirmation, agrees to be bound hereby:

ARTICLE I
DEFINITIONS

For purposes of this Plan, unless the context otherwise requires, the following terms shall have the respective meanings hereinafter set forth:

1.1. "Administrative Expense Claim" shall mean any Claim arising or accruing on or after the Petition Date which is entitled to Priority Status pursuant to §§ 503(b) and 507(a) (2) of the Bankruptcy Code. Administrative Expense Claim includes Claims of persons, such as attorneys’, accountants and other professionals, retained and entitled to compensation and reimbursement in the Chapter 11 Case pursuant to §§ 327, 328, 330, 331 and 503(b) of the Bankruptcy Code, in addition to fees incurred to the United States Trustee pursuant to 28 U.S.C. § 1930.

1.2. "Allowed Amount" or "Allowed Claim" shall mean (a) the amount of a Claim for which a proof of Claim has been filed, or amended if necessary, with the Bankruptcy Court by the Bar Date, to which no objection has been interposed, and which is not a Disputed Claim under the Plan, (b) if no proof of Claim is timely filed, the amount of any Claim listed in the Schedules, including any timely amendments thereto, which is not listed as disputed, contingent or unliquidated as to amount, unless such is a Disputed Claim under the Plan, and (c) if an objection to the allowance of any Claim has been filed, or if such Claim was designated a Disputed Claim under the Plan, the amount of such Claim allowed by Final Order of the Bankruptcy Court or by agreement of the Debtors.

1.3. "Allowed Secured Claim" shall mean that portion of an Allowed Claim which is secured by a properly perfected, non-avoidable lien or security interest in property of the estate to the extent of the value of that property relative to the priority of the lien or security interest asserted relative to any other Allowed Secured Claim in the same property of the estate.

1.4. "Bankruptcy Code" shall mean the Bankruptcy Reform Act of 2005, as amended from time to time, and codified at 11 U.S.C. §§ 101 et seq.

1.5. "Bankruptcy Court" shall mean the United States Bankruptcy Court for the District of Maryland, Greenbelt Division, or any other court having jurisdiction over the Debtor's Chapter 11 Case or any proceeding arising under or arising in or related to the Debtor's Chapter 11 Case.

1.6. "Bankruptcy Rules" shall mean the Federal Rules of Bankruptcy Procedure currently in effect, as amended.

1.7. "Bar Date" shall mean the deadline established by the Bankruptcy Court pursuant to Bankruptcy Rule 3003(c)(3) as the date by which Claims which must be filed shall

be filed, failing which such Claims may be disallowed for purposes of voting or distribution, or such date established by 3003-1 of the Local Rules; namely, 90 days following the first date set for the Section 341 meeting of creditors, or such other later date as the Bankruptcy Court may set for cause shown, and as to amendments of any filed proof of Claim (including but not limited to establishing a Deficiency Claim), the bar date is the Confirmation Order.

1.8. "Cash Distributions" shall mean the cash payable from Cash Flow to Classes of Claims other than Administrative Expense Claims entitled to payment under the terms of the Plan in the priority of the Classes of Claims that have been established in the Plan.

1.9. "Cash Flow" shall mean all Revenues after payment of Administrative Expense Claims and ordinary current term expenses of the Debtors.

1.10. "Chapter 11 Case" shall mean the Chapter 11 case of the Debtor's Case No. 16-25851 pending in the Bankruptcy Court.

1.11. "Claim" shall mean:

- (a) a right to payment, whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured; or
- (b) a right to an equitable remedy for breach of a performance if such breach gives rise to a right to payment, whether or not such right to an equitable remedy is reduced to judgment, fixed, contingent, matured, unmatured, disputed, undisputed, secured or unsecured.

1.12. "Claims Distribution Fund" shall mean the Debtor in Possession account for Cash Distributions maintained by the Debtor and funded by all Cash Flow of the Debtor existing or realized after the Petition Date.

1.13. "Class" shall mean a Claim or Interest or a group of Claims or Interests consisting of those Claims or Interests which are substantially similar to each other, as classified

under the Plan, or a Claim or Interest or a group of Claims classified by amount as may be reasonable and necessary, or a group of Claims or Interests which are otherwise required to be separately classified.

1.14. "Confirmation Date" shall mean when the Confirmation Order becomes a Final Order.

1.15. "Confirmation Order" shall mean the order of the Bankruptcy Court confirming the Plan under § 1129 of the Bankruptcy Code.

1.16. "Creditor" shall mean any entity which holds a Claim against the Debtor.

1.17. "Debt" shall mean a liability on a Claim.

1.18. "Debtor" shall mean MWM & Sons, Corporation

1.19. "Disallowed Amount" shall mean, with respect to any particular Disputed Claim, that amount which is equal to the difference, if any, between the Face Amount of such Disputed Claim and the Allowed Amount thereof.

1.20. "Disallowed Claim" shall mean a Claim that has been objected to pursuant to 11 U.S.C. § 502, or which is untimely amended, and which has not been ruled upon to be an Allowed Claim thereafter, or a Claim that is otherwise declared not an Allowed Claim by the Bankruptcy Court based upon a contested matter or adversary proceeding.

1.21. "Disputed Claim" shall mean any Claim for which an Allowed Amount has not yet been determined or a Claim as to which an Allowed Amount is not disputed, but rather the allowed status is disputed, such as the difference between a secured Claim versus an unsecured Claim, or an untimely amendment of a filed Claim..

1.22. "Effective Date" shall mean no later than ninety (90) days following the Confirmation Date, or the next business day thereafter if such date would be a holiday or

weekend, absent Plan modification.

1.23. "Equity Interest" shall mean the ownership interest(s) held by an Insider prior to the Petition Date.

1.24. "Face Amount" shall mean, with respect to a particular Claim:

- (a) if the holder of such Claim has not filed a proof of Claim with the Bankruptcy Court by the Bar Date, the amount if any, for which such Claim is listed in the Schedules as fixed, undisputed, noncontingent and liquidated; or
- (b) if the holder of such Claim has filed a proof of claim with the Bankruptcy Court by the Bar Date, the amount stated in such proof of Claim, unless such Claim is a Disputed Claim; or
- (c) with respect to an Administrative Expense Claim in the form of an application for allowance of compensation or reimbursement of expenses of Professional Persons filed and pending in the Bankruptcy Court, the net amount to which such professional would be entitled if its application were to be granted in full.

1.25. "Final Order" shall mean an order of a court from which the time for appeal and reconsideration under Bankruptcy Rules 8002 and 9023, and Fed. R. Civ. P. 59(e), has expired without the commencement of an appeal or request for reconsideration and if there was an appeal or a request for reconsideration, and a motion for stay pending appeal that was granted, a Final Order shall accrue when the request for reconsideration/appeal have concluded provided that the motion for stay pending appeal was granted for the length of time of the reconsideration or appeal. .

1.26. "Impaired" shall refer to any Class of Claims or Interests treated under the Plan in such a manner as described pursuant to § 1124 of the Bankruptcy Code.

1.27. "Insider(s)" shall refer to the current owner and/or principal officer of the Debtor; namely, Mirza Moin Ahmad, President and 99% shareholder, and Mohammad

Maroof Khan, 1% shareholder.

1.28. “Outstanding Debt” shall mean the Allowed Amount owed by the Debtor to any Secured Creditor or on any Unsecured Claim.

1.30. “Personal Property” shall mean those assets scheduled at “Schedule B” of the Debtor, and by amendment thereof [Dkts. 46/58].

1.31. “Petition Date” shall mean December 2, 2016 the date the Debtor voluntarily commenced its Chapter 11 Case pursuant to the provisions of the Bankruptcy Code.

1.32. “Plan” shall mean this Plan of Reorganization, and any and all modifications or corrections hereof or amendments or supplements hereto.

1.33. “Priority Status” shall mean the priority in distribution which is afforded to certain Claims against the Debtor pursuant to § 507(a) of the Bankruptcy Code.

1.34. “Professional Persons” shall mean persons retained or to be compensated pursuant to §§ 327, 328, 330, 331 and 503(b) of the Bankruptcy Code.

1.35. “Pro-Rata” shall mean:

- (a) with respect to Allowed Claims, the same proportion that the Allowed Amount of a Claim of a Creditor in any Class of Claims bears to the aggregate of:
 - (i) the Allowed Amount of all Claims of that particular Class of Claims or other Classes of Claims if applicable; plus
 - (ii) the aggregate Face Amount of all Claims which are Disputed Claims as of the Confirmation Date of that particular Class of Claims or other Classes of Claims if applicable, as reduced from time to time as and to the extent that the Disallowed Amount of such Claims is determined, and
- (b) with respect to Disputed Claims, the same proportion that the Face Amount of a Disputed Claim of a creditor in any Class of Claims bears to the aggregate of:
 - (i) the Disputed Amount of all Claims of that particular Class of Claims or other Classes of Claims if applicable; plus

- (ii) the aggregate Face Amount of all Claims which are Disputed Claims as of the Confirmation Date of that particular Class of claims or other Classes of Claims if applicable, as reduced from time to time as and to the extent that the Disallowed Amount of such Claims is determined.

1.36. “Real Property” shall mean collectively those assets scheduled at “Schedule A” of the Debtor [Dks. 46/58].

1.37. “Revenues” shall mean all income received by the Debtor after the Petition Date.

1.38. “Schedule(s)” shall mean the schedules of assets and liabilities, and statement of financial affairs, as may be amended, filed by the Debtor with the Bankruptcy Court in the Chapter 11 Case. Such Schedule(s) may be amended by the Debtor at any time.

1.39. “Secured Creditor” shall mean the holder an Outstanding Debt and an Allowed Secured Claim.

1.40. “U.S. Trustee” shall mean the Office of the United States Trustee in Greenbelt, Maryland.

1.41. “Unsecured Claim” shall mean a Claim which is not an Administrative Expense Claim, an Allowed Secured Claim, an Allowed Deficiency Claim, an Administrative Convenience Claim, or a Claim otherwise entitled to Priority Status, if any.

ARTICLE II
DESIGNATION OF CLASSES OF CLAIMS AND INTERESTS

For purposes of the Plan, Claims and Interests are classified as follows:

2.1. “Class 1 Claim” shall consist of the ~~Disputed~~Allowed Secured Claim of TD Bank NA [Cl. Dkt. 6] in the amount of \$1,134,163.83 in the Real Property and the Personal Property subject to encumbrance under the Security Agreement and Deed of Trust.

2.2. “Class 2 Claim” shall consist of the Allowed Secured Claim of Prince

George's County, MD [Cl. Dkt. 2] in the amount of \$14,746.51 in the Real Property for 201~~7~~⁶.

2.2A. "Class 2A" shall consist of the Allowed Secured Claim of Beor Fund I, LLC in the amount of \$76,212.61 in the Real Property for 2014, 2015, and 2016.

2.3. "Class 3 Claim" shall consist of the Allowed Secured Claim of Prince George's County, MD [Cl. Dkt. 9] in the amount of \$14,563.49 in the Real Property for 201~~8~~⁷.

2.4. "Class 4 Claim" shall consist of the Allowed Secured Claim of Prince George's County, MD [Cl. Dkt. 1] in the amount of \$298.24 in the Personal Property for 2017.

2.5. "Class 5 Claims" shall consist of the Unsecured Claims. Class 5 shall consist of (i) Allowed Secured Claim of TD Bank NA [Cl. Dkt. 5] in the amount of \$3,714.91; (ii) Allowed Unsecured Claim of The Office of the United States Trustee \$996.25 [Cl. 4]; (iii) Allowed Unsecured Claim of the Bhatti Bros. \$165,000.00; [Cl. 5]; (iv) Disputed Unsecured Claim of PMG in the amount of \$181,000.15 [Cl. 10] arising from 11 U.S.C. § 365(g). A notice to creditors holding disputed, contingent and unliquidated claims [Dkt. 52] was issued in the case thus at this time, no further proofs of claims have arrived and the Bar Date. Should any such Claims arise they will be considered as untimely for evaluation and allowance based on available assets of the estate under 11 U.S.C. §§ 726(a)(2)(C)(ii); 1129(a)(7). However, all Allowed Unsecured Claims shall share pro rata in any surplus arising from the sale of the Real Property herein.

2.6. "Class 6 Claim" shall consist of the Insider Claim against the Debtor by Mr. Ahmad which may not be joined with Class 5 Claims because of 11 U.S.C. § 1129(a)(10). Class 5 Claim consist of \$10,000.00 in pre-petition Priority Claims derived from wages by the Insider and Equity Interest holder herein pursuant to 11 U.S.C. § 507(a)(4). Class ~~406~~ is not a Class entitled to vote.

2.7. "Class 7 Interests" shall consist of the Equity Interests in the Debtor.

2.8. The Debtor has not designated any Class of Claims under §§ 507(a)(2), or 507(a)(8) pursuant to § 1123(a)(1) of the Bankruptcy Code. The Plan contemplates that all Allowed Administrative Expense Claims shall be accorded treatment and payment as provided for by the Bankruptcy Code and as otherwise addressed by this Plan, or by prior court Order. The Debtor's counsel is due fees and costs estimated for the Confirmation Date at \$~~148,288.29~~~~534.00~~ and has received to date \$~~32,730.88~~~~38,730.88~~ in retainers and expense reimbursements in escrow. The United States Trustee is owed \$652.50 in respect of fees pursuant to 28 U.S.C. § 1930(a)(6) as this time, which must be paid on or before the Confirmation Date. The Debtor's accountant has not yet designated an estimated figure, but is close to \$19,000.00 in accounting charges. Further, any Allowed Priority Claims shall be treated as required by the Bankruptcy Code and this Plan. Attorneys and accountants fees shall be paid in accordance with Order of this Bankruptcy Court, on Applications to be filed within ~~60~~~~120~~ days of the ~~Confirmation~~~~Effective~~ Date. The State of Maryland is owed \$~~4,358.00~~ [Cl. 8] as an Allowed Priority Claim, which will be paid ~~at closing on the sale which will occur well before~~~~on or before sixty thirty six (36) months~~ the required sixty (60) months from the Petition Date with statutory interest. The IRS is owed \$~~1,224.13~~ [Cl. 3] as an Allowed Priority Claim which will be paid ~~at closing on the sale which will occur well before~~ ~~on or before~~ sixty months (60) from the Petition Date with statutory interest fixed pursuant to 11 U.S.C. § 511. The Insider herein, Mr. Ahmad, holds a Priority Claim for wages in the amount of \$~~10,000.00~~, which pursuant to 11 U.S.C. § 507(a)(4) shall be paid to him, absent a failure of compliance with 11 U.S.C. § 1129(a)(8). To the extent cram down is required pursuant to 11 U.S.C. § 1129(b)(2)(B)(ii), the Priority Claim described shall constitute a new value contribution.

ARTICLE III
TREATMENT OF CLASSES OF CLAIMS AND INTERESTS

3.1. Class 1 Claim is Impaired. (*T.D. BANK*) In full and complete satisfaction of the Class 1 Claim, on the Effective Date or scheduled closing, whichever is later, the Debtor shall tender Cash Distributions from Cash Flow equivalent to the present value of the collateral securing the Allowed Amount of the Class 1 Claim, ~~less any disallowance of the Class 1 Claim by Objection or Surcharge Motion, if filed.~~ For the purposes of the Plan the Allowed Amount of the Class 1 Claim in the Real Property shall be \$1,134,163.83 [Cl. Dkt. 6], with accrued judgment interest at 11.06% to the date of closing. The Class 1 Claim shall be treated through the sale of the Real Property and that Personal Property which conveys pursuant to the Purchase and Sale Agreement (the "Contract") which sale is to close within 90 days of the Confirmation Order. Upon payment in full of the Allowed Class 1 Claim through and in accordance herewith, the lien of the Class 1 Claimholder against the collateral, or any other property of the Debtor, shall be released, such lien being expressly preserved during the pendency of this Plan through the closing date on the sale.

3.2. Class 2 Claim is Impaired. (*Prince George's County, MD*) In full and complete satisfaction of the Class 2 Claim, on the Effective Date or scheduled closing, whichever is later, the Debtor shall tender Cash Distributions from Cash Flow equivalent to the present value of the collateral securing the Allowed Amount of the Class 2 Claim. For the purposes of the Plan the Allowed Amount of the Class 2 Claim in the Real Property shall be \$14,746.51 [Cl. Dkt. 2]. The Class 2 Claim will be paid at its statutory rate of 20% interest through the date of closing on the sale which is to occur within 90 days from the Confirmation Order. Upon payment in full of the Class 2 Claim through and in accordance herewith, the lien

of the Class 2 Claimholder against the collateral, or any other property of the Debtor, shall be released, such lien being expressly preserved during the pendency of this Plan through the closing date on the sale.

3.2. Class 2A Claim is Impaired. (*Beor Fund I, LLC*) In full and complete satisfaction of the Class 2A Claim, on the Effective Date or scheduled closing, whichever is later, the Debtor shall tender Cash Distributions from Cash Flow equivalent to the present value of the collateral securing the Allowed Amount of the Class 2 Claim. For the purposes of the Plan the Allowed Amount of the Class 2 Claim in the Real Property shall be \$14,746.51 [Cl. Dkt. 2]. The Class 2 Claim will be paid at its statutory rate of 20% interest through the date of closing on the sale which is to occur within 90 days from the Confirmation Order. Upon payment in full of the Class 2 Claim through and in accordance herewith, the lien of the Class 2 Claimholder against the collateral, or any other property of the Debtor, shall be released, such lien being expressly preserved during the pendency of this Plan through the closing date on the sale.

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3.3. Class 3 Claim is Impaired. (*Prince George's County, MD*) In full and complete satisfaction of the Class 3 Claim, on the Effective Date or scheduled closing, whichever is later, the Debtor shall tender Cash Distributions from Cash Flow equivalent to the present value of the collateral securing the Allowed Amount of the Class 3 Claim. For the purposes of the Plan the Allowed Amount of the Class 3 Claim in the Real Property shall be \$14,563.49 in the Real Property [Cl. Dkt. 9]. The Class 3 Claim will be paid at The Class 3 Claim will be paid at its statutory rate of interest through the date of closing on the sale which is to occur within 90 days from the Confirmation Order. Upon payment in full of the Class 3 Claim through and in accordance herewith, the lien of the Class 3 Claimholder against the

collateral, or any other property of the Debtor, shall be released, such lien being expressly preserved during the pendency of this Plan through the closing date on the sale.

3.4. Class 4 Claim is Impaired. (*Prince George's County, MD*) In full and complete satisfaction of the Class 4 Claim, on the Effective Date or scheduled closing, whichever is later, the Debtor shall tender Cash Distributions from Cash Flow equivalent to the present value of the collateral securing the Allowed Amount of the Class 4 Claim. For the purposes of the Plan the Allowed Amount of the Class 3 Claim in the Real Property shall be \$298.24 in the Personal Property [Cl. Dkt. 1]. The Class 4 Claim will be paid at the Class 4 Claim will be paid at its statutory rate of interest through the date of closing on the sale which is to occur within 90 days from the Confirmation Order. Upon payment in full of the Class 4 Claim through and in accordance herewith, the lien of the Class 4 Claimholder against the collateral, or any other property of the Debtor, shall be released, such lien being expressly preserved during the pendency of this Plan through the closing date on the sale.

3.5. Class 5 Claims are Impaired. (*Unsecured Claims*) In full and complete satisfaction, discharge and release of the Class 5 Claims, on the Effective Date or scheduled closing, whichever is later, the Allowed Unsecured Claims shall receive Cash Distributions from the closing on the Contract of the sale previously referenced which is anticipated to occur within 90 days from the closing date in ~~the Face Amount of \$169,711.16~~ their Allowed Amounts set forth at Section 2.5 plus interest at the legal rate set forth at 28 U.S.C. § 1961. Any surplus Revenues from the sale of the Real Property above and beyond the Allowed Administrative Expense Claims, Allowed Priority Claims, Allowed Secured Claims shall be paid to the Allowed Unsecured Claims. The Disputed PMG Rejection Claim shall be paid *pro rata* if it becomes an Allowed Unsecured Claim in whole or in part with the Class 5 Claims or become a Disallowed

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Unsecured Claim depending upon a Bankruptcy Court Order.

3.6. Class 6 Claim Is Impaired (Moin Ahmad) In full and complete satisfaction, release and discharge of the Class 6 Claim, on the Effective Date or scheduled closing, whichever is later, either it shall be dedicated to the Plan in the event a new value contribution is required in the event of a failure of 11 U.S.C. § 1129(a)(8), or it shall be paid to the Class 6 Claimholder as a Priority Claim under 11 U.S.C. § 507(a)(4) from the closing on the Contract of the sale previously referenced which is anticipated to occur within 90 days from the closing date in the Face Amount of \$10,000.00.

3.7. Class 7 Interests are Impaired. The Equity Interests shall extinguish upon the Confirmation Date. No Equity Interest holder shall receive or retain any interest in property of the estate on account of any pre-petition interest. However, the Equity Interests may receive Cash Distributions to the extent Allowed Claims are paid in full from the closing on the sale of the Contract referenced above. A determination of new value shall be deferred until the Confirmation Date in which case to the extent there is a failure of compliance with 11 U.S.C. § 1129(a)(8), the Debtor shall seek a determination of new value by contested matter based upon a contribution of new value and money's worth at that time, which the Debtor proffers is met by \$10,000.00 in a cash contribution on the Confirmation Date by waiver of payment of the Insider's Priority Claim. It is specifically contemplated that the surrender of the wage claim contemplated in paragraph 3.6 hereof is a new value contribution. THE PLAN EXPRESSLY CONTEMPLATES A WIPE OUT OF MOHAMMAD MAROOF KHAN'S 1% OWNERSHIP INTEREST AS HE WILL NOT BE MAKING A NEW VALUE CONTRIBUTION OR RETAINING OR RECEIVING ANY EQUITY INTEREST IN RESPECT OF THIS PLAN ON THE CONFIRMATION DATE. THIS PLAN SPECIFICALLY CONTEMPLATES THE

ISSUANCE OF UNCERTIFICATED SECURITIES OF OWNERSHIP BY SHARES TO MOIN AHMAD FOR 100% OF THE OWNERSHIP OF THE DEBTOR PURSUANT TO 11 U.S.C. § 1123(a)(5)(J) IN RESPECT OF ANY CASH DISTRIBUTIONS TO BE RECEIVED BY EQUITY SHOULD ALL ALLOWED CLAIMS BY CREDITORS HEREIN BE FIRST PAID IN FULL. MR. KHAN WILL BE WIPED OUT AS A SHAREHOLDER UPON THE CONFIRMATION DATE.

3.8. The Debtor has not designated any Class of Claims under §§ 507(a)(2), or 507(a)(8) pursuant to § 1123(a)(1) of the Bankruptcy Code. The Plan contemplates that all Allowed Administrative Expense Claims shall be accorded treatment and payment in full as provided for by the Bankruptcy Code and as otherwise addressed by this Plan, or by prior court Order (with the exception of the Section 507(a)(4) Priority Claim set forth at Class 6 treated as set forth therein). Further, any Allowed Priority Claims shall be treated as required by the Bankruptcy Code and this Plan. Such Administrative Expense Claims and Allowed Priority Claims are set forth in 2.8.

3.9. The Debtor's schedules and statement of financial affairs represent *prima facie* evidence as to the Claims which have been scheduled, except to the extent amended or in the event an objection to Claim is filed, irrespective of its description in the schedules and/or statement of financial affairs. To the extent any proof of claim filed by an Allowed Claim Holder alters or amends the Claim of such entity or person, the Debtor may file an Objection to Claim which shall place such Disputed Claim into litigation, producing a potentially Disallowed Amount, irrespective of the schedules and statement of financial affairs.

3.10. No treatment provided or described herein as to any Allowed Claim shall be preclusive upon an objection to such Claim should grounds exist pursuant to 11 U.S.C. §

502(b). Upon objection, such Claim shall be a Disputed Claim until resolution.

ARTICLE IV
MEANS OF EXECUTION OF PLAN

4.1. This Plan is a reorganizing sale Plan under § 1129(a) and (b) of the Bankruptcy Code and is materially premised upon Cash Distributions from the sale of the Real Property and Personal Property by and through a Distribution Fund to Classes of Claims in accordance with the priorities and terms identified in Articles III and IV of the Plan to be derived from the Contract for sale of same previously referenced. The length of the Plan is anticipated to be not longer than 180 days from the Confirmation Order the time to settle upon the proposed sale and to disburse to Allowed Claims and for the Court to rule upon and payments to be tendered to Allowed Administrative Expense Claims.

The Debtor attaches by reference and incorporates Dkt. 219 consisting of the Motion to Approve Sale of ~~7750.7750~~ Annapolis Road Lanham, Maryland 20706 And All Or Substantially All of the Property of the Estate Free and Clear of Liens, Claims, Encumbrances and Interests Pursuant to 11 U.S.C. §§ 363(f), and (m) to ~~7750~~-Annapolis 7750, LLC (“Purchaser” or “Buyer”) (the “Motion”). The salient terms of the Contract follow (noting that the Allocation [Para. 2.3] and the Approval Date [Para. 3] have been altered to meet and addendum which will be filed shortly between Purchaser and Debtor concerning the transaction:

1. PURCHASE AND SALE. *Purchaser agrees to acquire the Property from Seller, and Seller agrees to sell the Property to Purchaser, pursuant to the terms and conditions set forth herein.*

1.1. Property Sold. *Except as set forth in Section 1.2 below, the Property includes, without limitation, the following:*

(a) Land, Building and Improvements. *The Land, Building and Improvements and any and all interests, options or rights therein owned or leased by the Seller and used in the operation of the Business and any and all easements, rights of way and*

appurtenances thereon and thereto and other improvements and fixtures attached to such real property owned or leased by Seller;

(b) **Inventory.** All inventory on hand, including all gasoline stored in the tanks and all product held for sale as part of the Business.

(c) **Machinery, Equipment and Supplies.** Any and all tangible personal property, equipment, machinery, tools, supplies, furniture, leasehold improvements, non-inventoried stores and supplies and other miscellaneous tangible personal property of the Seller used in the operation of the Business (the "MES"). A list of the MES is attached hereto as Schedule 1.1(c);

(d) **Licenses, Permits.** Any and all federal, state, local and other governmental licenses, permits, approvals and authorizations that relate to the operation of the Business (the "Permits"), to the extent transferable. A list of the Permits is attached hereto as Exhibit 1.1(d).

(e) **Goodwill, Telephone Number(s).** The goodwill, customer lists, records and telephone number(s) of the Business.

1.2. Excluded Assets. None

1.3. Physical Condition. The Property is sold and shall be conveyed in its "AS IS" condition as of the Closing Date, with only those warranties and representations specifically set forth in this Agreement; all other warranties and representations being expressly disclaimed.

2. PURCHASE PRICE. The purchase price (the "Purchase Price") for the Property shall be an amount equal to the sum of the following:

(a) One Million Nine Hundred Thousand Dollars (\$1,900,000.00); plus

(b) The cost of Inventory determined by Weighted Average Cost (WAC). Inventory to be taken the night before the Closing.

2.1. Deposit. The Purchaser has placed a deposit of Twenty Five Thousand Dollars (\$25,000.00) (the "Deposit") from The Alba Law Group, PA to The Burns Law Firm, LLC in a non-interest bearing escrow. At Closing, the Deposit shall be delivered to the Purchaser's chosen Title Company in immediately available funds and applied to the payment of the Purchase Price. If the Closing does not occur for any reason other than a default by Purchaser, the Deposit shall be refunded to Purchaser.

2.2. Payment of Purchase Price. The Purchase Price shall be paid as follows:

(a) At Closing, Seller shall be credited with the Deposit and Purchaser shall pay Seller the sum of One Million Eight Hundred Thousand (\$1,875,000.00) in cash, certified check, or other immediately available funds;

(b) At Closing, Purchaser shall pay Seller the cost of the inventory in cash, certified check, or other immediately available funds.

2.3 Allocation of the Purchase Price. After due negotiation, the Parties agree that the Purchase Price shall be allocated \$1,200,000.00 to the Land; \$600,000.00 to the Building and Improvements; \$50,000.00 to the Machinery, Equipment and Supplies; \$25,000.00 to goodwill; and \$25,000.00 to the Covenant of Non-Competition and Non-Solicitation in Section 9.5 below. The parties agree that in making the allocation they have consulted with their respective accountants using the methods required by Internal Revenue Code Section 1060. The parties agree that this paragraph may be amended if they mutually further agree to a different allocation than is set forth above herein prior to closing.

3. Bankruptcy Court Approval. It is understood and agreed that this Contract is contingent upon approval of the United States Bankruptcy Court for the District of Maryland. Seller shall promptly seek approval of this Contract by the Bankruptcy Court. Upon receipt of such approval, Seller shall give written notice to Purchaser. In the event Purchaser does not receive written proof of approval by September ~~May~~ 30, 2018, then Purchaser shall have the right to terminate the Contract by giving written notice to Seller, whereupon the deposit shall be returned to Purchaser absent a Buyer failure under § 10 (a) and the parties shall be relieved of any further liabilities or obligations hereunder. Ratification of this Contract shall occur by mutual execution of this contract by Purchaser and Bankruptcy Court Approval or execution by Seller.

4. TITLE.

4.1. Title Commitment and Documents. Title to the Property shall be good and marketable of record, via special warranty deed, free of financial encumbrances and subject only to Permitted Exceptions, as hereinafter defined. Purchaser shall have thirty (30) days from the Effective Date to obtain a commitment to issue a title policy covering the Property (the "**Title Commitment**") and a survey of the Property. Purchaser shall notify Seller in writing within forty-five (45) days of the Effective Date (the "**Title Objection Letter**"), of any exceptions to title are not acceptable to Purchaser. Any title matters not identified in the Title Objection Letter shall be deemed to be "**Permitted Exceptions**" under this Agreement. With respect to any objections to title set forth in the Title Objection Letter, Seller shall have the right, but not the obligation, to cure such objections. Within ten (10) days after receipt of the Title Objection Letter, Seller shall notify Purchaser in writing whether Seller elects to attempt to cure such objections. If Seller does not respond, Seller shall be deemed to have elected not to cure any such objections. If Seller elects to attempt to cure any title objection, and provided that Purchaser shall not have terminated this Agreement, Seller shall have until the date of Closing to remove, satisfy or cure the same and for this purpose Seller shall be entitled to a reasonable adjournment of the Closing if additional time is required, but in no event shall the adjournment exceed thirty (30) days after the date for Closing. If Seller elects not to cure any objections

specified in Purchaser's notice, or if Seller is unable to effect a cure prior to the Closing (or any date to which the Closing has been adjourned), Purchaser shall have the following options: (i) to accept a conveyance of the Property; or (ii) to terminate this Agreement by sending written notice thereof to Seller, and upon delivery of such notice of termination, this Agreement shall terminate and the Deposit shall be returned to Purchaser, and thereafter neither party shall have any further rights, obligations or liabilities hereunder except to the extent that any right, obligation or liability set forth herein expressly survives termination of this Agreement. Seller shall not, after the Effective Date, subject the Property to or permit or suffer to exist any liens, encumbrances, covenants, conditions, restrictions, easements or other title matters or seek any zoning changes without Purchaser's prior written consent.

5. **SELLER'S REPRESENTATIONS AND WARRANTIES.** Seller makes the following representations and warranties to Purchaser as of the Effective Date and as of Closing.

5.1. **Due Organization.** Seller is a Maryland corporation, duly organized and constituted, validly existing, and not in good standing under the laws of the State of Maryland, but subject to cure prior to Closing Date, and has or will have all requisite power and authority to execute, deliver and perform this Agreement and the related agreements and to perform the transactions contemplated herein. Should Seller decline to place the corporate status in good standing, then any Bankruptcy Court Order approving this sale of any approved Chapter 11 Plan shall confirm Seller's authority to convey the Property notwithstanding that Seller is not in good standing.

~~5.2.~~ **Organization and Authority.** Seller has full power and authority to enter into this Agreement, and under 11 U.S.C. § 363(f), to sell the Property to Purchaser free and clear of claims, non-excluded liens, encumbrances or interests, and to otherwise perform its obligations hereunder without the consent of any other person or entity and deliver to the Purchaser the protections of 11 U.S.C. § 363(m). The execution, delivery and performance of this Agreement, the fulfillment of and compliance with the terms and provisions hereof and the due consummation of the transactions contemplated hereby have been duly and validly authorized, and such authorizations remain in full force and effect. This Agreement and the documents contemplated to be executed in connection herewith have been or will be duly and validly executed and delivered by Seller and constitute, or when so executed and delivered, will constitute the legal, valid and binding obligations of the Seller enforceable in accordance with their respective terms. The sale of the Property pursuant to this Agreement (and the consummation of the transactions contemplated herein) does not violate Seller's Articles of Incorporation or violate any law, ordinance, judgment, decree or order to which Seller or the Property is subject, or which affects Seller or the Property. Seller is not a "foreign person" as that

term is defined by Section 1445 of the Internal Revenue Code of 1986, as amended.

~~5.3-5.2.~~ **Title to Real Property and Personal Property.** Seller has good, marketable and indefeasible title to the Property and Seller will convey such title to Purchaser on the Closing Date, free and clear of all options, rights, covenants, easements, liens, pending litigation rights, and other rights in favor of third parties other than Permitted Exceptions. Purchaser will be vested with good, marketable and indefeasible title to the Property free and clear of claims,

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liens, encumbrances, and interests all extinguished upon payment of the Purchase Price. Seller owns title to the Equipment and other items of personal property reflected on the Inventory to be delivered to Purchaser, free and clear of any liens, claims, encumbrances and interests. The Equipment is purchased as is.

5.4.5.3. Compliance with Laws; Licenses and Permits. To the best of Seller's knowledge:

- (a) The Property and the current operation thereof complies with all laws, regulations, ordinances, rules, orders and other requirements of all governmental authorities having jurisdiction over the Property or affecting all or any part thereof or bearing on its construction or operation, and with all private covenants or restrictions;
- (b) Seller has acquired all permits, easements, and rights-of-way, including, without limitation, all building and occupancy permits from all governmental authorities having jurisdiction over the Property or from private parties for the normal use, maintenance, occupancy, and operation of the Property as a Business;
- (c) There is access, ingress and egress to and from the Property from the adjacent street, sidewalk and alley as required to permit normal use of the Improvements; and
- (d) All Permits, easements and rights-of-way are in full force and effect.

5.5 Actions and Proceedings. There are no actions or proceedings (including, without limitation, any condemnation, environmental, zoning or other land use regulation proceedings (including any moratoria)) pending or, to the best of Seller's knowledge known or threatened against Seller or the Property which could have an adverse effect on Purchaser's intended use of the Property for the Business.

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5.6 Environmental Matters. Except as disclosed by Seller to Purchaser in writing, (a) neither the Property nor Seller's operation and management thereof is in violation of any Environmental Law (as hereinafter defined) or is subject to any pending or threatened litigation or inquiry by any governmental authority or to any remedial action or obligations under any Environmental Law; (b) the Seller possesses all environmental permits that are required for the operation of the Business, each is valid and in good standing, and the Seller has not been advised by any governmental authority of any actual or potential change in the status or term so and conditions of any environmental permit; and (c) other than its use as a service station, the Property never has been used for industrial purposes or for the storage, treatment or disposal of hazardous waste, hazardous material, chemical waste, or other toxic substance. As used herein, the term "**Environmental Law**" means any law, statute, ordinance, rule, regulation, order or determination of any governmental authority or agency affecting the Property and pertaining to health or the environment including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1982 and the Resource Conservation and Recovery Act of 1986.

5.7 Other Agreements. *Other than the month to month lease with Mr. Morsal as to the back portion of the service station (which has already been terminated pursuant to an Order of the Bankruptcy Court rejecting that lease); the executory contract with PMG; and the lease or tenancy at will with the Bhatti Bros. for the remainder of the service station, the latter of which the Seller will cause to be terminated as a result of the Parties' entry into this Agreement to the extent it is consummated in Chapter 11 anew, there are no agreements or other material obligations (with the exception of a pending contract of record for sale to PMG which has now been replaced by this Contract), outstanding (i) for the sale, exchange or transfer of the Property or any portion thereof or the business operated thereon by Seller, or (ii) which would create or impose any burdens, obligations or restrictions on Purchaser's use or operation of the Property and the business conducted thereon, to the extent the Purchaser is the successful purchaser of the Property in Chapter 11. Further, Seller, by referencing the pending contract of sale with PMG, does not admit or stipulate that such agreement(s) is/are viable. However, the Seller is under an obligation that is not severable from other conditions in this Agreement to avoid such alleged executory contracts and unexpired leases as noted in Section 17.4 of this Agreement other than as to Mr. Morsal whose Lease has already been rejected by Order of the Bankruptcy Court. The Seller is to withdraw the Motion to Approve Sale Free and Clear to PMG as promptly as expedience will permit.*

5.8 Condemnation. *No taking by power of eminent domain or condemnation proceeding has been instituted or, to the best of Seller's knowledge, threatened for the permanent or temporary taking or condemnation of all or any portion of the Property.*

5.9 Litigation. *There is no pending or, to the best of Seller's knowledge, threatened, litigation, proceeding or investigation relating to the Property, Seller's title thereto, Seller's right to sell the Property or the zoning or use of the Property other than disclosed herein. There is a foreclosure sale in prospect from T.D. Bank, NA; there is a claim for rights against the Property advanced by Bhatti Bros.; there is an executory contract respective to PMG; there are unpaid property taxes from Prince George's County. There are various interested parties who had submitted bidding intentions. Seller intends to satisfy or extinguish all of these liens, claims, encumbrances and interests within the Chapter 11 by and through motions for appropriate relief. The Seller is to Withdraw the Motion to Approve Sale Free and Clear of Liens, Claims, Encumbrances and Interests with PMG, and file a Motion to Approve Sale Free and Clear of Liens, Claims, Encumbrances and Interests with Purchaser herein.*

5.10 Mechanics Liens. *No labor has been performed or materials furnished at the request or direction of Seller that could result in a materialman's or mechanic's lien filed against the Property except as shall be fully paid by Seller or released on or before Closing. All real estate taxes on the Property or personal property taxes relative to the business which have become due and which are required to be paid prior to Closing have been or will be paid by Seller on Closing from the sale proceeds.*

5.11 Leases. Other than the Lease to the Bhatti Brothers; the PMG executory contract (which is not a lease) and the lease formerly held by Mr. Morsal, there are no leases or possessory rights of others granted by Seller or to Seller's knowledge, any predecessor-in-interest of Seller, at or affecting the Property.

5.12 Service Agreements. There are no service, maintenance, supply or management agreements to which Seller is a party to the Seller's knowledge, whether oral or written other than an agreement for providing inspection services by MWM/Moin Ahmad for five years, which agreement shall be terminated prior to Closing.

5.13 Assessments. Seller has received no notice and has no knowledge of any pending, improvements, liens or special assessments to be made against the Property by any governmental authority. Seller is aware of real property and/or personal property taxes due to Prince George's County in an amount more than \$84,000.00 and increasing as such taxes are not being paid.

5.14 Employees. There are no employees employed by Seller in the operation and maintenance of the Property whom Purchaser will be required to hire. Provided however, this does not preclude the Purchaser from hiring Mirza Moin Ahmad, for such purposes as the Purchaser and Mr. Ahmad may agree to by separate writing.

5.15 No Defaults. Neither the execution, delivery or performance by Seller of this Agreement or any other agreement contemplated hereby, the fulfillment of and compliance with the respective terms and provisions hereof or thereof, nor the consummation by Seller of the transactions contemplated hereby or thereby, will conflict with, or result in a breach of, any of the terms, conditions or provisions of, or constitute any default under any agreement or instrument of which the Seller has knowledge or to which Seller is a party other than those agreements disclosed herein, or set forth in the bankruptcy petition, Schedules or by amendment thereto.

5.16 No Additional Encumbrances. Seller shall not take any action to further encumber the Property during the pendency of this Agreement.

5.17 Insurance Notices. Seller has not received any written or verbal notice from any insurance company or board of fire underwriters of any defects or inadequacies in or on the Property or any part of component thereof that would materially and adversely affect the insurability of the Property or cause any material increase in the premiums for insurance for the Property that have not been cured or repaired.

5.18 Financial Information. To Seller's knowledge, all financial information delivered or made available to Purchaser is correct and complete in all material respects and presents accurately the results of the operations of the Property for the periods indicated. Since the date

of the last financial statement included in the financial materials so provided, there has been no material adverse change in the financial condition or in the operations of the Property.

5.19 Knowledge. Notwithstanding that certain of Seller's representations and warranties may be limited to the extent of actual knowledge by Seller and/or Seller's agents of the facts stated therein, it shall be a condition precedent to Purchaser's obligation to go to settlement that the facts stated in all such representations and warranties shall be correct as of the time of the Closing.

5.20 Survival of Representations. The representation and warranties of Seller set forth in this Article shall survive Closing and shall be a continuing representation and warranty.

6. PURCHASER'S REPRESENTATIONS AND WARRANTIES.

6.1. Due Organization. Purchaser is duly organized and constituted, validly existing, and in good standing in Maryland and duly qualified under the laws of the State of Maryland to do business in the State with all requisite power and authority to execute, deliver and perform this Agreement and the related agreements and to perform the transactions contemplated hereby. In the event that this Agreement is assigned to an assignee, such assignee shall be an entity duly organized and constituted, validly existing, and in good standing in its state of organization and duly qualified under the laws of the State of Maryland to do business in the State of Maryland with all requisite power and authority to execute, deliver and perform this Agreement and the related agreements and to perform the transactions contemplated hereby and thereby.

6.2. Organization and Authority. Purchaser has and in the event this Agreement is assigned, such assignee shall have full power and authority to enter into this Agreement, to purchase the Property from Seller and to otherwise perform its obligations hereunder without the consent of any other person or entity. The execution, delivery and performance of this Agreement, the fulfillment of and compliance with the terms and provisions hereof and the due consummation of the transactions contemplated hereby have been duly and validly authorized, and such authorizations remain in full force and effect. This Agreement and the documents contemplated to be executed in connection herewith have been or will be duly and validly executed and delivered by Purchaser and constitute, or when so executed and delivered, will constitute the legal, valid and binding obligations of the Purchaser enforceable in accordance with their respective terms. The purchase of the Property pursuant to this Agreement (and the consummation of the transactions contemplated herein) does not violate Purchaser's Articles of Incorporation or by-laws or violate any law, ordinance, judgment, decree or order to which Purchaser is subject, or which affects Purchaser or the Property.

7. CONDITIONS PRECEDENT TO CLOSING.

7.1. **Purchaser's Conditions.** Purchaser's obligation to make a full settlement hereunder shall be subject to the satisfaction or written waiver by Purchaser of the conditions precedent set forth in this Article 6 (the "Purchaser's Conditions Precedent"):

(a) **Title.** A final examination of title to the Property at Closing shall evidence no title exceptions other than the Permitted Exceptions and other matters approved in writing by Purchaser and the Title Company shall be in position to issue title insurance insuring that Purchaser owns good, marketable and indefeasible fee simple title to the Property free and clear of all claims, liens, and encumbrances of any kind or nature whatsoever other than the Permitted Exceptions, and with all standard preprinted exceptions set forth in Schedule B, Section II of the Title Commitment deleted; and without any exceptions for operation of federal bankruptcy, state insolvency or similar creditors' rights laws (the "**Title Policy**"), in the amount of the Purchase Price.

(b) **Representations and Warranties.** Each of Seller's representations and warranties contained herein shall remain true and correct in all material respects.

(c) **Change in Condition.** There shall have been no material factual change in matters represented or warranted by Seller in Article 5 (whether or not made as a factual assertion or limited to Seller's knowledge) between the date of execution of this Agreement and the Closing Date.

(d) **Termination of Bhatti and Morsal Lease; Termination of the PMG Executory Contract; and Rights of First Refusal Contained Therein As to Bhatti and PMG.** Purchaser shall not be required to make full settlement hereunder unless the lease and option with Bhatti Brothers; the PMG Executory Contract; and the lease with Mr. Morsal (which has already been rejected and there are no remaining rights therein) and all rights set forth therein, including any right of first refusal is terminated and of no further force and effect. It is anticipated that the Seller shall file a Motion to Reject all Unexpired Leases and Executory Contracts. The PMG Agreement shall be rejected as moot.

(e) **Intentionally deleted.**

(f) **Termination of Contracts with Continuing Rights.** Purchaser shall not be required to make full settlement hereunder unless all contracts with continuing rights other than those contracts assumed herein and listed on Schedule 1.3 have been terminated. Such contracts shall include any executory contract canceled or terminated in the Seller's prior Bankruptcy proceeding. Seller represents and warrants that the prior executory agreement with Sunoco, Inc. has terminated and a release of deposit has already occurred.

(g) **Motions to Be Filed.** The Seller shall have already filed or shall file (a) a Motion to Sell to Annapolis 7750, LLC Free and Clear of Liens, Claims, Encumbrances

and Interests pursuant to 11 U.S.C. § 363(f); (b) a Motion to Reject Unexpired Leases and Executory Contracts of Bhatti Bros.; (c) a Motion to Reject PMG Agreement; (i) a Chapter 11 Plan consistent with this Agreement, and (e) such other and further motions as Seller deems necessary to effectuate the sale of the Property free and clear of Liens, Claims, Encumbrances and Interests and to protect the interests of the Seller thereby.

(h) **Effect of Failure of Condition.** If any of the Purchaser's Conditions Precedent is not satisfied or waived in writing by Purchaser as of the Closing Date, Purchaser may, at its option, by written notice to Seller, either (i) extend the Closing Date for a reasonable period of time (but not more than sixty (60) days) to allow Seller to satisfy any such Condition Precedent that is reasonably capable of being satisfied by Seller, (ii) terminate this Agreement and receive a return of the Deposit free of any claims by Seller or any other party with respect thereto, or (iii) waive such Condition Precedent and proceed to Closing.

7.2. **Seller's Conditions.** Seller's obligation to make a full settlement hereunder shall be subject to the satisfaction or written waiver by Purchaser of the conditions precedent set forth in this Article 7 (the "Seller's Conditions Precedent"):

- (a) **Representations and Warranties.** Each of Purchaser's representations and warranties contained herein shall remain true and correct in all material respects.
- (b) **Change in Condition.** There shall have been no material factual change in matters represented or warranted by Purchaser in Article 6 (whether or not made as a factual assertion or limited to Purchaser's knowledge) between the date of execution of this Agreement and the Closing Date.
- (c) **Effect of Failure of Condition.** If any of the Seller's Conditions Precedent is not satisfied or waived in writing by Seller as of the Closing Date, Purchaser may, at its option, by written notice to Seller, either (i) extend the Closing Date for a reasonable period of time (but not more than thirty (30) days) to allow Seller to satisfy any such Condition Precedent that is reasonably capable of being satisfied by Purchaser, (ii) terminate this Agreement and retain the Deposit free of any claims by Seller or any other party with respect thereto, or (iii) waive such Condition Precedent and proceed to Closing.

8. **CLOSING.** The Purchaser shall, unless extended as permitted elsewhere in this Agreement, consummate the purchase and sale contemplated herein at a settlement ("**Closing**") which shall be at the offices of the Title Company and which shall take place no later than sixty (60) days of the Bankruptcy Court Order confirming the Seller's Chapter 11 Plan in order to allow an exemption from recordation stamp and transfer taxes under a confirmed plan per Section 1146(a) of Title 11.

9. **SELLER'S DELIVERIES.** Seller shall execute, as appropriate, and deliver to the Title Company at Closing, the following:

9.1. Deed. A Special Warranty Deed (“**Deed**”) conveying title to the Property to Purchaser in accordance with the terms of this Agreement, to be prepared by a real estate attorney selected by the Seller and employed on Application with the Bankruptcy Court;

9.2. Bill of Sale. Seller shall deliver a Bill of Sale to Purchaser conveying title to any and all personal property described in Section 1.1, prepared by that professional person referenced in the preceding paragraph.

9.3. Seller’s Affidavit. Such certificates, affidavits and other evidence signed and delivered by Seller, as may reasonably be required to induce the Title Company to issue the Title Policy, or by Order of the Bankruptcy Court, without exception except for the Permitted Exceptions, together with such other items and instruments as the Title Company may reasonably require;

9.4. FIRPTA Affidavit. An affidavit certifying that Seller is not a “foreign person” as that term is defined by Section 1445 of the Internal Revenue Code of 1986, as amended;

9.5. Covenant of Non-Completion and Non-Solicitation. Seller covenants that from and after the Closing Date, it will not, for a period of three (3) years within a five (5) mile radius of the Property, directly or indirectly, jointly or individually, act as the manager, employee, principal, agent, owner, partner (dormant or otherwise), officer or director of a business entity, or otherwise engage or become financially interested in any business which competes with the Business sold hereunder. (Ownership of publicly-traded stock in an oil company shall not violate this provision if such ownership represents no more than five percent (5%) of such company's stock.) Seller further covenants and agrees that it shall not solicit any employees or customers of the Business during said three (3) year period. The consideration for this Covenant of Non-Competition and Non-Solicitation is contained in Section 2.3 above. If Seller should violate this Covenant, Purchaser shall be entitled to enjoin such a breach and also to receive as damages from Moin Ahmad the appropriate sum allocated to the covenant of non-competition in Section 2.3 above, together with all costs and attorney's fees. This covenant shall be binding on Moin Ahmad. No damages or rights to seek monetary relief against the Seller exist on behalf of the Buyer in the event of such a breach. By executing this Agreement as Officer of Seller, Mr. Moin Ahmad consents individually to such terms.

9.6. Other Documents. Such other items or documents as are required by this Agreement to be delivered by Seller at Closing or which may be reasonably necessary to effect the assignment, conveyance and transfer of the Property, and which are consistent with the obligations of Seller set forth in this Agreement, including, without limitation, all keys, plans, specifications, permits, licenses, transfer tax forms, a settlement sheet and all requisite state and local recordation and transfer tax forms, prepared by that professional person referenced above.

10. PURCHASER’S DELIVERIES. Purchaser shall execute, as appropriate, and deliver, or cause to be delivered, to the Title Company at Closing, the following:

10.1. Payment. By bank wire transfer payment of the Purchase Price as contemplated by Section 2 of which the Deposit shall be a part.

10.2. Other Documents. The Promissory Notes and Deed of Trust and such other documents required by this Agreement to be delivered by Purchaser at Closing and which are consistent with the obligations of Purchaser set forth in this Agreement, including, but not limited to, a settlement sheet and all requisite recordation and transfer tax forms.

11. SETTLEMENT CHARGES; PRORATIONS & ADJUSTMENTS. Purchaser shall pay all transfer taxes, if any, whether federal, state or municipal, assessed for the transfer of the Business and Equipment, unless exempted from payment under Section 1146(a) of Title 11. Per Section 8, Purchaser has elected to close following confirmation or a Chapter 11 Plan in order to obtain an exemption from recognition of stamp and transfer taxes under a confirmed plan per Section 1146(a) of Title 11. Purchaser may elect to close prior to such confirmation and pay such transfer taxes that would be due if Purchaser and Seller so agree following approval of this Agreement. Seller shall bear the costs to release any mortgage or deed of trust encumbrance granted by Seller affecting Seller's title. Title examination and title insurance premiums shall be paid by Purchaser. Notary fees and other general charges relating to the settlement shall be shared equally by the Purchaser and Seller. Purchaser and Seller each shall pay its own respective legal fees related to the preparation of this Agreement and all documents required to settle the transaction contemplated hereby. At Closing, all real and personal property taxes, water rents, sewer charges, any special assessments, business improvement charges and other similar charges affecting the Property and all utility charges shall be adjusted and prorated as of midnight of the day prior to the Closing Date; provided Purchaser shall only be required to reimburse Seller to the extent such amounts have actually been paid by or on behalf of Seller. To the extent practicable, Seller shall attempt to have utility providers read the meters for the Property on the day prior to Closing for purposes of making such prorations and adjustments. All other charges or fees customarily prorated and adjusted in similar transactions shall be adjusted at Closing. All adjustment items to the extent they cannot be precisely determined at Closing (or to the extent found to be erroneous after the Closing), shall be estimated at Closing and shall be resolved no later than sixty (60) days after the Closing Date and, in the interim, reasonable escrow made therefore.

12. CHARGING LIEN. To the extent of any Seller's charging lien in favor of Seller's counsel pursuant to Md. Code. Bus. Occup. Law Art. § 10-501, such lien will be satisfied at sale; pursuant to a fee application if required.

13. CONDEMNATION AND RISK OF LOSS. The risk of condemnation of all or any portion of the Property or loss or damage to the Property by fire or other casualty shall be borne by Seller until recordation of the Deed. In the event of (a) the threatened or actual commencement of eminent domain proceedings or actual condemnation or taking of all or any part of the Property, or (b) damage to the Property by fire or other casualty, act of God or any other event on or prior to the Closing Date, which would cost in excess of \$100,000.00 to repair, or prevent Purchaser from operating the Business for a period of 5 days or longer, Purchaser, at its sole option exercisable within thirty (30) days following receipt of written notice of the event

giving rise to the exercise of such option, shall have the right to terminate this Agreement, in which event the Deposit shall be returned to Purchaser, and neither party shall have any further obligations or liabilities to the other. If the damage to the Property can be repaired for \$100,000.00 or less and the repair period will be no longer than 5 days, Purchaser will proceed to Closing; or if the cost of repair exceeds \$100,000.00 and the repair period will exceed 5 days and Purchaser does not exercise its option to terminate this Agreement, Purchaser will proceed with the Closing provided that Seller shall reimburse Purchaser for all costs associated with the repairs in excess of any insurance proceeds received by Purchaser with respect thereto. If Purchaser has the right to terminate this Agreement but does not elect to terminate this Agreement, the condemnation awards and/or insurance proceeds as well as any unpaid claims or rights in connection with such condemnation or casualty shall be assigned to Purchaser at Closing or, if paid to Seller prior to Closing, shall be credited to Purchaser at Closing against the Purchase Price. Purchaser shall have the right to participate in the negotiations and settlement of any condemnation or casualty-related claim in the event Purchaser elects or is otherwise obligated to proceed with Closing.

14. BROKERAGE COMMISSION. There is no procuring broker on this Purchaser and for this contract of sale and thus no brokerage commission. Seller's Motion to Sell to Annapolis 7750 Free and Clear of Liens, Claims, Encumbrances and Interests pursuant to 11 U.S.C. § 363(f), and Seller's Chapter 11 Plan shall include a provision that the sale pursuant to this Agreement is made without any liability for a brokerage commission. By executing this Agreement, Buyer so certifies that he has engaged no broker and Seller certifies that no broker was the procuring cause for this Agreement and Purchaser.

15. DEFAULT PROVISIONS, REMEDIES & LIQUIDATED DAMAGE.

15.1 Purchaser's Default. If Purchaser shall fail or refuse to make settlement hereunder as herein required and Seller is not in default hereunder, Seller may terminate this Agreement, and the Title Company shall pay the Deposit to Seller as liquidated damages for Purchaser's default. The parties agree that Seller's actual damages are not susceptible of determination and are highly speculative and that the Deposit is both a reasonable and fair recovery by Seller and is not a penalty or inequitable forfeiture to or by Purchaser.

15.2 Seller's Default. If Seller shall fail or refuse to make settlement hereunder as herein required and such failure or refusal continues for at least thirty (30) days following Purchaser's written notice thereof to Seller, and Purchaser is not in default hereunder, Purchaser, at its election, shall be entitled to either (i) terminate this Agreement, in which case Purchaser shall be entitled to the return of the Deposit as its sole remedy, or (ii) in the alternative, sue for specific performance of this Agreement, only as is permitted by the Bankruptcy Court.

16. SELLER'S COVENANTS. Seller agrees that between the Effective Date and the Closing Date, Seller shall perform the following obligations:

16.1 Continuity of Operation.

- (a) Seller shall conduct the Business operation only in the ordinary course of business by and through its lessee, the Bhatti Bros. or directly should the Bhatti Bros. surrender their occupancy of the premises. As noted, Morsal's Lease has already been rejected by an Order of the Bankruptcy Court.
- (b) Seller shall not acquire or dispose of any material assets or engage in any material transaction other than in the ordinary course of business or as expressly contemplated by the terms of this Agreement.
- (c) Seller shall not make any material change in its method or management or operation of the Business operation.
- (d) Seller will not enter into any new service, maintenance or like agreements or any other agreements which would be binding upon Purchaser from and after the Closing, or as provided for by the Bankruptcy Court.
- (e) Seller shall maintain in full force and effect its present fire and extended coverage insurance policies for the Property, together with public liability insurance with respect to damage or injury to personal property and public liability insurance with respect to damage or injury to person or property occurring on the Property.
- (f) Seller shall continue to renew the Permits required for the conduct of the Business operation at the Property.
- (g) Seller shall not undertake any new material improvements to the Property without the prior written consent of Purchaser, which consent shall not be unreasonably withheld or delayed. Unless otherwise agreed in writing by Seller and Purchaser, any new material improvements, which are approved by Purchaser, shall be fully completed as of the Closing Date and all debts incurred in connection therewith shall be fully satisfied by Seller on or before the Closing Date, or as provided for by the Bankruptcy Court.

17. MISCELLANEOUS PROVISIONS.

17.1 Notices. All notices, requests, consents, and other communications hereunder shall be in writing and shall be personally delivered or sent by Federal Express or other recognized overnight delivery service, postage prepaid to the addresses indicated below. Notice shall be deemed received upon delivery if personally delivered or on the second day following deposit with a nationally recognized overnight delivery service

If to Seller:

Moin Ahmad, Propreitor
MWM & Sons, Corp.
7750 Annapolis Road
Lanham, MD 20706

With a copy which shall not constitute notice to:

John D. Burns, Esquire
The Burns Law Firm, LLC
6303 Ivy Lane
Suite 102
Greenbelt, MD 20770

If to Purchaser:

Meir Duke, Managing Member
Annapolis 7750, LLC
STE G
11421 Cronhill Dr
Owings Mills, MD 21117

With a copy which shall not constitute notice to

Mark S. Devan,
The Alba Law Group, P.A.
11350 McCormick Road, Suite 200
Executive Plaza III
Hunt Valley, MD 21031
443-541-8600 x 8545
fax 410-296-2131
mdevan@albalawgroup.com

Any party may change its address for notice set forth above by notice to the other parties. For purposes of this Agreement, notices shall be effective upon receipt or refusal thereof. The parties agree to reasonably cooperate in accepting delivery of Notices hereunder.

17.2 Completeness and Modification. This Agreement constitutes the entire agreement between the parties hereto with respect to the transactions contemplated herein, and it supersedes all prior discussions, understandings or agreements between the parties. This Agreement shall not be modified or amended except by an instrument or writing signed by and on behalf of the parties. The parties hereto recognize that this is an executory contract and that

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the Debtor will present it for approval to the Bankruptcy Court. Purchaser is a sophisticated business entity and is represented by competent counsel, both understanding that the Bankruptcy Court may approve some portions of this Agreement and reject others as its inherent powers as an equity court and the Seller's duties to the estate as a fiduciary may require. However, in all respects as to all aspects of this Agreement, Bankruptcy Court approval by a final Order of all terms is a condition precedent to the consummation of the Agreement, and if the Bankruptcy Court rejects some terms and approves other terms, then the parties agree to be bound by Section 17.4 hereof. The property addressed herein is prospectively property of the estate within the exclusive jurisdiction of the Bankruptcy Court pursuant to 28 U.S.C. §§ 1334(e) and 157(a), and the parties hereby agreed to be bound by final Orders of the Bankruptcy Court relative to this Agreement.

17.3 Intentionally deleted.

17.4 Severability. If fulfillment of any provision of this Agreement, or performance of any transaction related hereto, at the time such fulfillment or performance shall be due, shall involve transcending the limit of validity prescribed by law, then the obligation to be fulfilled or performed shall be reduced to the limit of such validity; and if any clause or provision contained in this Agreement operates or would prospectively operate to invalidate this Agreement in whole or in part, then such clause or provision only shall be held ineffective, as though not herein contained, and the remainder of this Agreement shall remain operative and in full force and effect. Notwithstanding anything contained herein to the contrary, the provisions set forth in Sections 1.1, 2, 3 are not provisions which are severable from the Agreement. If any of these provisions are rejected by the Bankruptcy Court pursuant to Section 17.2 above, the Buyer shall have the rights afforded to it for breach hereof.

17.5 Cumulative Remedies. Except as specifically provided in this Agreement, each and every one of the rights, benefits, and remedies provided to Purchaser or Seller by this Agreement, or any instruments or documents executed pursuant to this Agreement, are cumulative and shall not be exclusive of any other rights, remedies and benefits allowed to such party by this Agreement, at law or in equity.

17.6 Construction. Each party hereto hereby acknowledges that all parties hereto participated equally in the negotiation and drafting of this Agreement and that, accordingly, no court construing this Agreement shall construe it more stringently against one party than against the other. Should any provisions of this Agreement require judicial interpretation, the court interpreting or construing such provision shall not apply the rule of construction that a document is to be construed more strictly against one party.

17.7 Pronouns. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural, as the identity of the person or entity may require.

17.8 Binding Effect. *This Agreement shall be binding upon and inure to the benefit of the parties hereto, and their respective heirs, devisees, personal representatives, successors and permitted assigns.*

17.9 Assignment. *Purchaser may assign this Agreement or designate an entity to take title to the Property without Seller's consent following closing, provided, however such assignment shall not release Purchaser from his liability hereunder. Any assignee of Purchaser's rights hereunder or title holder shall, as a condition to the effectiveness of such assignment or taking title to the Property, assume in writing all of the obligations of Purchaser under this Agreement and agree in writing to be bound by its terms.*

17.10 Waiver; Modification. *Failure by Purchaser or Seller to insist upon or enforce any of its rights hereto shall not constitute a waiver thereof.*

17.11 Governing Law and Forum. *This Agreement is intended to take effect as a sealed instrument and shall be governed by and construed in accordance with the laws of Title 11 of the United States Code and laws of the State of Maryland, without regard to principles of conflict of laws. As this Agreement is the result of negotiations between sophisticated parties, no inference in favor of, or against, either party shall be drawn from the fact that any portion of this Agreement has been drafted by or on behalf of such party. Each party hereby consents to personal jurisdiction in the State of Maryland.*

17.12 Tax Consequences. *This Agreement may impose tax consequences upon Purchaser and/or Seller which are complex and require professional guidance and or opinions. Neither counsel for Seller nor counsel for Purchaser has given any tax advice to their respective clients and Seller and Buyer by entering into this Agreement acknowledge that they are no relying upon each party's respective counsel for any tax advisement, rather they will pursue such advice from other tax professionals or choose to enter the transaction without such advisement.*

17.13 Headings. *The headings are used herein for convenience of reference only, and shall not be deemed to vary the content of this Agreement.*

17.14 Counterparts. *To facilitate execution, this Agreement may be executed in as many counterparts as may be required; and it shall not be necessary that the signature of each party, or that the signatures of all persons required to bind any party, appear on each counterpart; but it shall be sufficient that the signature of each party or that the signatures of the persons required to bind any party, appear on one or more such counterparts. All counterparts shall collectively constitute a single agreement. Facsimile transmission (or other electronic transmission including email of a "pdf" signature) of any signed original document, and retransmission of any signed facsimile transmission, shall be the same as delivery of an original. At the request of any party, the parties will confirm facsimile transmitted (or other electronic transmission including email of a "pdf" signature) signatures by signing an original document.*

17.15 Business Day. *As used herein, the term “Business Day” shall mean any day other than a Saturday or Sunday, or other day recognized as a holiday by the U.S. Government, or upon which banks or similar financial institutions in the State of Maryland are generally closed.*

17.16 Recitals, Schedules and Exhibits Incorporated. *All of the Recitals at the beginning of this Agreement and all of the Schedules and Exhibits referred to herein are incorporated as a substantive part of this agreement.*

4.2. Except as otherwise specifically provided in this Plan, upon the Confirmation Date, title to all remaining property of the Debtor’s Chapter 11 estate, including, but not limited to, monies contained in the Claims Distribution Fund shall vest in the Debtor in accordance with §§ 1141(a), (b) and (c) of the Bankruptcy Code, free and clear of all liens, claims or other interests in such property, and the Debtor’s Title Agent for the sale and Debtor’s counsel shall serve as the disbursing agent for the Cash Distributions. Any sale proceeds shall be held in escrow by Debtor’s counsel from the Title Agent. Upon entry of a Confirmation Order, a discharge shall be entered in favor of the Debtor pursuant to §§ 524 and 1141 of the Bankruptcy Code.

4.3. Unless otherwise ordered by the Bankruptcy Court, all Cash Distributions contemplated by the Plan shall only occur on or subsequent to the Effective Date. All Cash Distributions under the Plan shall be paid in the manner generally set forth in Article III of the Plan. Upon the Effective Date, as noted the Debtor by and through Title Agent and Debtor’s counsel shall act as disbursing agent in respect of all Cash Distributions required under the Plan.

4.4 Notwithstanding anything to the contrary in the Plan, pursuant to the defined Disputed Claims Procedure, all Cash Distributions necessary to satisfy the Allowed Claim of any Disputed Claim will be held by the Debtor to the extent of available Cash Distributions pending resolution of the Disputed Claim by the Court. Should a Disputed Claim

become an Allowed Claim in whole or in part, then as soon as practicable in the Debtor's judgment following entry of an Order of the Bankruptcy Court adjudicating the previously Disputed Claim or by agreement with the holder of the Disputed Claim, the Debtor shall release to the Allowed Claim such Cash Distributions as would be required on its Allowed Amount *pro rata* to the other Allowed Claims within its appropriate Class of Claims.

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ARTICLE V
CRAM DOWN

5.1. The Debtor reserves all rights of cramdown under 11 U.S.C. § 1129(b).

ARTICLE VI
MODIFICATION OF THE PLAN

6.1. The Debtor may modify this Plan at any time prior to the Effective Date as permitted by § 1127(a) of the Bankruptcy Code.

ARTICLE VII
DISCHARGE

7.1. The Debtor shall receive a discharge under 11 U.S.C. §§ 524(a) and 1141(d)(1)

ARTICLE VIII
DISPUTED CLAIMS

8.1. All Objections to Claims shall be filed on or before the Confirmation Date by the Debtor, absent excusable neglect.

8.2. The acceptance of any vote from the holder of any Claim or Interest by the Debtor shall not constitute an acceptance of such Claim or Interest for any purpose other than voting, nor shall the Debtor be deemed estopped from objecting to any Claim or Interest on such grounds. The recognition of any Claim or Interest by the Debtor for any purpose(s) preceding the entry of the Confirmation Order during the Chapter 11 Case shall not constitute a waiver of

the Debtor's duty to its estate to investigate all Claims and Interests for objection. Except as to any Claim which the Debtor has agreed is an Allowed Claim or an Allowed Amount, or any Claim which has become an Allowed Claim or an Allowed Amount by Order of this Court, the Debtor reserves the right to object to any Claim and to treat same as a Disallowed Claim under the Plan.

ARTICLE IX
CONTRACTS AND UNEXPIRED LEASES

9.1. Any and all executory contracts and unexpired leases within the meaning of § 365(a) of the Bankruptcy Code which have not been assumed or rejected shall be deemed to have been rejected by the Debtor upon the Confirmation Date. This specifically includes but is not limited to the Unexpired Lease of the Bhatti Bros., the Lease with Mr. Morsal, and the Supply Agreement with PMG, both of which are specifically rejected by prior Orders. The Debtor has previously rejected its Dealer Supply Franchise Agreement with Sunoco, Inc., and that was not an executory contract in this case. Mr. Moin Ahmad's employment agreement terminates on the Confirmation Date unless he is further employed by the Purchaser under the Contract for purchase of the Real Property and Personal Property, which further employment is solely a matter outside of the jurisdiction of this Bankruptcy Court.

ARTICLE X
RETENTION OF JURISDICTION

10.1. Upon entry of a Confirmation Order, the Plan shall be administered by the Debtor throughout its brief anticipated term. The Bankruptcy Court shall retain limited and continuing jurisdiction over the Debtor and its Chapter 11 proceedings through and including the date that all Claims have been satisfied in the manner required under this Plan to the extent permitted under the Bankruptcy Code, including but not limited to, 11 U.S.C. § 1142.

10.2 However, the Debtor may at any time following the Confirmation Order and prior to the closing on the sale under the Contract move to recognize substantial consummation of the plan and seek entry of an Order of administrative closure, following substantial consummation of the Plan as defined under 11 U.S.C. § 1101(2) followed by a Request for Final Decree after the closing on the sale of the Real Property and Personal Property. The purpose of this provision is to permit administrative closure before the closing on the Contract to avoid United States Trustee Fees on the Cash Disbursements. However, there will be no Final Decree entered in this case until all Cash Distributions to all Allowed Claims have occurred and until all Administrative Expense Claims, including United States Trustee fees, have been paid. Although the Chapter 11 Case will be administratively closed following the filing of the above referenced Motion to Recognize Substantial Consummation of the Plan the Plan will continued to be performed and prosecuted by the Debtor as though the Chapter 11 Case were open up to and including the point where the Debtor have completed all Cash Distributions under the Plan. Any party in interest may seek relief provided for in this Plan by reopening the Chapter 11 Case through the term of the Plan until all Cash Distributions have been completed. This is not intended to diminish or lessen the Court's jurisdiction preserved over this Chapter 11 Case. As noted, the purpose of the action is to avoid the payment of quarterly fees to the United States Trustee following substantial consummation of the Plan, by dismissal as contemplated by 28 U.S.C. § 1930(a)(6). **By entry of the Confirmation Order the provision of Local Rule 3022-1(a)(1) shall be waived in respect of this Plan; however, the entry of the Confirmation Order shall give authority for only Local Rule 3022-1(a)(3) to apply to this Chapter 11 Case .** In this scenario, the Debtor shall need to seek to reopen the Chapter 11 case in order to obtain a discharge given that a final decree will not be entered by the Bankruptcy Court until the

conclusion of all Cash Distributions under the Plan. No retroactive quarterly fees to the Office of the United States Trustee will be recaptured or realized against the Debtors as a consequence of reopening the Chapter 11 Case for a discharge. Post-Confirmation fees and costs shall be paid in the ordinary course to professional persons as the estate terminates, and there will be fees and costs associated with ongoing maintenance of this case (ie; confirming disbursements and related accounting reporting tasks), and certainly a more significant effort to reopen the case, seek final decree and discharge/close out upon the completion of Plan payments.

10.3. The Court may address any of the matters over which it has hereby retained continuing jurisdiction, which include inter alia, to determine any and all controversies and disputes arising under, or in conjunction with the Plan including, but not limited to, issuing any orders appropriate under § 105 of the Bankruptcy Code; to effectuate payments under, and performance of, the provisions of the Plan, to modify the terms of the Plan; and to determine such other matters and acts for such other purposes as may be provided for in the Confirmation Order, to issue supplemental injunctions under 11 U.S.C. §§ 105(a) and 524, and such matters provided for under § 1142 of the Code.

10.4. Before or after the Confirmation Date, or in the Confirmation Order, the Debtor or the Bankruptcy Court may remedy any defect or omission, or reconcile any inconsistencies in the Plan or amend the Plan, in such a manner as may be necessary to carry out the provisions, purposes and effect of the Plan.

ARTICLE XI
PREFERENCES AND AVOIDABLE TRANSFERS

11.1. Any action by the Debtor to recover property of the estate and avoid any transfer pursuant to §§ 542, 543, 544, 547, 548 or 549 of the Bankruptcy Code shall be

commenced by the filing of a complaint pursuant to Bankruptcy Rule 7003 within the applicable period of time presented by the statute of limitations within Title 11 or otherwise as set by the Court. The Debtor has determined after investigation that no viable actions exist based upon the records preserved by pre-petition management of the Debtor; or that the cost of such actions would be prohibitive given any minimal benefit to the estate.

ARTICLE XII
EQUITY INTEREST HOLDERS AND MANAGEMENT

12.1. The Equity Interests shall extinguish upon the Confirmation Date and no Insider shall receive money, property on account of his or her prepetition Equity Interest. However, Equity Interests shall receive new interests in the reorganized Debtor *pro rata* to their pre-petition Interests or pursuant to their contributions of new value if appropriate or required as described earlier herein, with the exception of Mr. Khan as noted previously.

ARTICLE XIII
SCOPE OF ENGAGEMENT OF COUNSEL

13.1. Counsel for the Debtor in possession shall remain engaged, absent a request to withdraw appearance, until the entry of a final Decree, or dismissal and/or conversion of this Chapter 11 Case. Employment of professionals following the Confirmation Order shall be in the ordinary course by the Debtor.

ARTICLE XIV
MISCELLANEOUS

14.1. Except as otherwise provided herein, upon the Confirmation Date, the entry of the Confirmation Order shall supersede, amend and modify any prior Orders entered by this Court, or any other court, to the extent such prior Orders are inconsistent with the terms or effect of the Plan. This effect shall include, but not be limited to, any Orders of the Bankruptcy

Court, or any other Court of competent jurisdiction.

ARTICLE XV
DEFAULT

15.1. If any Creditor holding an Allowed Claim fails to receive a Cash Distribution as provided under the Plan, or if any Creditor wishes to dispute the Debtor's compliance with the Plan and allege a default, such Creditor shall serve upon the Debtor and Debtor's counsel of record written notice thereof before Creditor may take any action on that default. A default under this Plan shall not constitute a delay in Cash Distributions except to the extent an arrearage or delay in Cash Distributions to any Creditor holding an Allowed Claim exceeds one (1) month. Debtor may file a motion with the Bankruptcy Court as to whether a default exists and pay any fees required to reopen the Bankruptcy Case to do so.

Dated: June 5, 2018~~**March 8, 2018**~~

Respectfully Submitted,
-----/S/ John D. Burns-----

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