

B25B (Official Form 25B) (12/08)

**United States Bankruptcy Court**  
**District of Maryland**

In re **8100 Veterans SNS, LLC**

Debtor(s)

Case No. 17-18846Chapter **11**

Small Business Case under Chapter 11

**8100 VETERANS SNS, LLC'S DISCLOSURE STATEMENT, DATED JUNE 27, 2017**

**I. INTRODUCTION**

This is the disclosure statement (the "Disclosure Statement") in the Chapter 11 case of **8100 Veterans SNS, LLC** (the "Debtor"). This Disclosure Statement contains information about the Debtor and describes the **Plan** (the "Plan") filed by **8100 Veterans SNS, LLC** on JULY 19, 2017. A full copy of the Plan is attached to this Disclosure Statement as Exhibit A. ***Your rights may be affected. You should read the Plan and this Disclosure Statement carefully and discuss them with your attorney. If you do not have an attorney, you may wish to consult one.***

The proposed distributions under the Plan are discussed below in this Disclosure Statement.

**A. Purpose of This Document**

This Disclosure Statement describes:

The Debtor and significant events during the bankruptcy case,  
 How the Plan proposes to treat claims or equity interests of the type you hold (i.e., what you will receive on your claim or equity interest if the plan is confirmed),  
 Who can vote on or object to the Plan,  
 What factors the Bankruptcy Court (the "Court") will consider when deciding whether to confirm the Plan,  
 Why [the Proponent] believes the Plan is feasible, and how the treatment of your claim or equity interest under the Plan compares to what you would receive on your claim or equity interest in liquidation, and  
 The effect of confirmation of the Plan.

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

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

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

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

The hearing at which the Court will determine whether to finally approve this Disclosure Statement and confirm the Plan will take place at a date and time to be established by the Court, which date will be set forth in an Order to be annexed hereto after Conditional Approval of this Disclosure Statement, in Courtroom **9C**, at the United States Bankruptcy Court for the District of Maryland, 101 West Lombard Street, Baltimore, MD 21201.

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

If you are entitled to vote to accept or reject the plan, vote on the enclosed ballot and return the ballot in the enclosed envelope to **David W. Cohen, Counsel for Debtor, 1 North Charles Street, Suite 350, Baltimore, MD 21201**. See section IV.A. below for a discussion of voting eligibility requirements.

Your ballot must be received by the deadline set by the Court, which date will be set forth in an Order to be annexed hereto after Conditional Approval of this Disclosure Statement or it will not be counted.

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

Objections to this Disclosure Statement or to the confirmation of the Plan must be filed with the Court and served upon Counsel for the Debtor by the date set forth in an Order to be annexed hereto after Conditional Approval of this Disclosure Statement.

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

If you want additional information about the Plan, you should contact David W. Cohen, 1 North Charles Street, Suite 350, Baltimore, MD 21201

**C. Disclaimer**

*The Court has NOT YET approved this Disclosure Statement as containing adequate information to enable parties affected by the Plan to make an informed judgment about its terms. The Court has not yet determined whether the Plan meets the legal requirements for confirmation, and the fact that the Court has approved this Disclosure Statement does not constitute an endorsement of the Plan by the Court, or a recommendation that it be accepted. The Court's approval of this Disclosure Statement is subject to final approval at the hearing on confirmation of the Plan. Objections to the adequacy of this Disclosure Statement may be filed until the which date will be set forth in an Order to be annexed hereto after Conditional Approval of this Disclosure Statement*

**II. BACKGROUND**

**A. Description and History of the Debtor's Business**

The Debtor is a **Limited Liability Company**. Since 2014, the Debtor has been in the business of building and leasing real property at 8100 Veterans Highway, Millersville MD ("the Property"). The property is improved by a Restaurant operated by First Adventure, LLC, dba Steak'n Shake ("Tenant"), which leases the real property under a triple net lease requiring direct payment by Tenant of real property taxes, water bills and insurance. The amount of the rent to be paid by tenant, is identical to the regular mortgage payment owed by the Debtor, but was in default as of the petition date. First Adventure, LLC shares common ownership with the Debtor.

The Debtor acquired the property with a sizable down payment funded by its sole member, Khalil Ahmed (Principal"), together with a loan from Certus Bank, NA, which has been sold to BankUnited, NA, in the amount of \$2,973,000.00. Construction was financed by an additional loan from BankUnited increasing the balance to \$3,279,000.00. These loans are secured by a Deed of Trust dated November 18, 2014 and a Modification dated June 22, 2015 duly filed in the Land Records of Anne Arundel County as well as by an Assignment of Rents also filed in the said Land Records.

The loan is further secured by guarantees from the Principal, Tenant and other entities including other businesses of the Principal and the Principal's wife.

As of the Petition Date (June 29, 2017), the Loan was in default due to Tenant's failure to pay rent, the last payment having been made in October, 2016, and BankUnited had initiated foreclosure proceedings with a sale date set for the date following the Petition Date. The estimated amount of Default is \$206,000 (interest and late fees) together with approximately \$33,000 in asserted legal fees and expenses. Property Taxes and Insurance due under the lease were current as of the Petition Date, but a small water bill was open and unpaid by the Tenant.

**B. Insiders of the Debtor**

The Debtor has two members, Khalil Ahmad ("Ahmad") (92%) and his wife Sajid Ahmad (8%). Ahmad is also the sole member of First Adventure, LLC. Ahmad receives no compensation from the Debtor except for equity.

**C. Management of the Debtor Before and During the Bankruptcy**

During the two years prior to the date on which the bankruptcy petition was filed, Khalil Ahmad managed the affairs of the Debtor.

Khalil Ahmad is the Manager of the Debtor during the Debtor's chapter 11 case.

After the effective date of the order confirming the Plan, the directors, officers, and voting trustees of the Debtor, any affiliate of the Debtor participating in a joint Plan with the Debtor, or successor of the Debtor under the Plan (collectively the "Post Confirmation Managers"), will be: Khalil Ahmad.

**D. Events Leading to Chapter 11 Filing**

Prior to the filing of this case, the Debtor's sole tenant, First Adventure, LLC dba "Steak 'n Shake," experienced cash flow problems due to its need to repay a capitalization loan and for other reasons, which problems forced it to stop paying rent. The capitalization loan was repaid approximately 30 days prior to the petition date. First Adventure has other cash flow issues unrelated to the loan, which limit its ability to rapidly repay its outstanding obligation to the Debtor. Additionally, due to the threatened foreclosure of the Debtor's property, First Adventure has had labor and other issues which have hampered its ability to generate cash. Those difficulties include the notices of foreclosure, which have impacted First Adventure's business by creating uncertainty that the restaurant will actually be open when customers arrive.

**E. Significant Events During the Bankruptcy Case**

First Adventure has agreed to increase the rent payment by \$5,000 per month until such time as the Debtor has repaid its obligations to all creditors. First Adventure will commence paying Rent at the rate of \$5,000 per week commencing October 1, 2017 at on a weekly basis at \$7,000 per week on each Friday commencing January 1, 2018. Until First Adventure commences paying rent, Ahmad has agreed to replace the rent with capital contributions from his own resources.

**F. Projected Recovery of Avoidable Transfers**

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

**G. Claims Objections**

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

**H. Current and Historical Financial Conditions**

The Principal estimates the value of the Property at \$4,200,000 based upon an offer to purchase from a third party.

**The Debtor filed its case less than one month ago, and has not generated operating reports at this time. It anticipates having such reports by the time of any scheduled hearing on this Disclosure Statement and Plan.**

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

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

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

#### **B. Unclassified Claims**

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

##### *1. Administrative Expenses*

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

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

<b>Type</b>	<b>Estimated Amount Owed</b>	<b>Proposed Treatment</b>
Expenses Arising in the Ordinary Course of Business After the Petition Date	<b>None</b>	Paid in full on the effective date of the Plan, or according to terms of obligation if later
The Value of Goods Received in the Ordinary Course of Business Within 20 Days Before the Petition Date	<b>None</b>	Paid in full on the effective date of the Plan, or according to terms of obligation if later
Professional Fees, as approved by the Court.	<b>10,000.00</b>	Paid in full on the effective date of the Plan, or according to separate written agreement, or according to court order if such fees have not been approved by the Court on the effective date of the Plan
Clerk's Office Fees	<b>none</b>	Paid in full on the effective date of the Plan
Other administrative expenses		Paid in full on the effective date of the Plan or according to separate written agreement
Office of the U.S. Trustee Fees	<b>to be determined</b>	Paid in full on the effective date of the Plan
<b>TOTAL</b>	<b>\$10,000.00</b>	

##### *2. Priority Tax Claims*

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

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

Description (name and type of tax)	Estimated Amount Owed	Date of Assessment	Treatment
United States of America - Income Tax	0.00	Estimated claim filed	Pmt interval = <b>N/A</b> [Monthly] payment = Begin date = End Date = Interest Rate % = Total Payout Amount = \$
Comptroller of Maryland - Income Tax	0.00		Pmt interval = [Monthly] payment = Begin date = End date = Interest Rate % = Total Payout Amount = \$

### C. Classes of Claims and Equity Interests

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

#### 1. *Classes of Secured Claims*

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

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

Class #		Insider	Impairment	Treatment
1	<i>Secure claim of:</i> Name = BankUnited NA  Collateral Description = <b>8100 Veterans Highway, Millersville; Rent per assignment of Rents</b>  Allowed Secured Amount = <b>\$3.5 Million (estimated)</b>  Priority of lien = 2  Principal owed = <b>\$3,265,344.31</b>  Pre-pet. arrearage = <b>\$ 228,000.00 (estimated)</b>  Total claim = <b>\$3,494,344.31 (estimated)</b>	NO	Impaired solely because loan deaccelerated	[Monthly] payment = <b>21,236.00</b> Pmts Begin = <b>July 1, 2017</b> Pmts End = [Balloon pmt] = <b>NONE</b> Interest rate % = <b>6%</b> Treatment of Lien = <b>Not avoided</b> [Additional payment required to cure defaults] = <b>5,000 per month</b>

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Class #		Insider	Impairment	Treatment
1	<p><i>Secure claim of:</i> Name - <b>Anne Arundel County</b></p> <p>Collateral Description - 8100 Veterans Highway, Millersville MD.</p> <p>Allowed Secured Amount = <b>\$ 2000.00</b></p> <p>Priority of lien = <b>1</b></p> <p>Principal owed = \$2000</p> <p>Pre-pet. arrearage = \$2000</p> <p>Total claim = \$2000</p>		unimpaired	<p>[Monthly] payment =</p> <p>Pmts Begin =</p> <p>Pmts End =</p> <p>[Balloon pmt] = <b>\$2000</b></p> <p>Interest rate % =</p> <p>Treatment of Lien = <b>Not avoided</b></p> <p>[Additional payment required to cure defaults] =</p>

### 2. *Classes of Priority Unsecured Claims*

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

The following chart lists all classes containing claims under §§ 507(a)(1), (4), (5), (6), and (a)(7) of the Code and their proposed treatment under the Plan:

Class #	Description	Impairment	Treatment
2	NONE ANTICIPATED	N/A	Paid in full within 15 days of Confirmation

### 3. *Class[es] of General Unsecured Claims*

General unsecured claims are not secured by property of the estate and are not entitled to priority under § 507(a) of the Code. [Insert description of §1122(b) convenience class if applicable.]

The following chart identifies the Plan's proposed treatment of Class[es] \_\_ through \_\_, which contain general unsecured claims against the Debtor:

Class #	Description	Impairment	Treatment
3	<b>[1122(b) Convenience Class]</b>	Impaired	Paid 95% within 15 days of Confirmation
3a	General Unsecured Class	Impaired	<p>Monthly payment = <b>5000</b></p> <p>Pmts Begin = <b>July 1, 2020</b></p> <p>Pmts End = <b>undetermined</b></p> <p>[Balloon pmt] =</p> <p>Interest rate % from [date] = <b>5</b></p> <p>Estimated percent of claim paid = <b>100</b></p>

4. *Class[es] of Equity Interest Holders*

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

The following chart sets forth the Plan's proposed treatment of the class[es] of equity interest holders: [There may be more than one class of equity interests in, for example, a partnership case, or a case where the prepetition debtor had issued multiple classes of stock.]

Class #	Description	Impairment	Treatment
4	Equity interest holders	Impaired	To receive interest upon completion of Plan

**D. Means of Implementing the Plan**1. *Source of Payments*

Payments and distributions under the Plan will be funded by the following:

For the first 6 months of the Plan (and commencing August 1, 2017), Khalil Ahmad has committed to funding regular installments of Principal and Interest for the BankUnited debt, to the extent that Tenant is unable to pay rent while its business recovers. Subsequent to this period, the plan will be funded from Rents received, including additional payments as described above. The debtor anticipates collecting at least partial rent commencing October, 2017.

2. *Post-confirmation Management*

The Post-Confirmation Managers of the Debtor, and their compensation, shall be as follows:

Name	Affiliations	Insider (yes or no)?	Position	Compensation
Khalil Ahmad	Member	Yes	Manager	NONE

**E. Risk Factors**

The proposed Plan has the following risks:

Market factors affecting viability of Tenant and its ability to pay rent.

**F. Executory Contracts and Unexpired Leases**

The Plan, in Exhibit 5.1, lists all executory contracts and unexpired leases that the Debtor will assume under the Plan. Assumption means that the Debtor has elected to continue to perform the obligations under such contracts and unexpired leases, and to cure defaults of the type that must be cured under the Code, if any. Exhibit 5.1 also lists how the Debtor will cure and compensate the other party to such contract or lease for any such defaults.

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

All executory contracts and unexpired leases that are not listed in Exhibit 5.1 will be rejected under the Plan. Consult your adviser or attorney for more specific information about particular contracts or leases.

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



**The Deadline for Filing a Proof of Claim Based on a Claim Arising from the Rejection of a Lease or Contract Is 90 days from the entry of an Order of Confirmation .** Any claim based on the rejection of a contract or lease will be barred if the proof of claim is not timely filed, unless the Court orders otherwise.

**G. Tax Consequences of Plan**

*Creditors and Equity Interest Holders Concerned with How the Plan May Affect Their Tax Liability Should Consult with Their Own Accountants, Attorneys, And/OR Advisors.*

**IV. CONFIRMATION REQUIREMENTS AND PROCEDURES**

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

**A. Who May Vote or Object**

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

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

In this case, the Plan Proponent believes that classes \_\_ are impaired and that holders of claims in each of these classes are therefore entitled to vote to accept or reject the Plan. The Plan Proponent believes that classes \_\_ are unimpaired and that holders of claims in each of these classes, therefore, do not have the right to vote to accept or reject the Plan.

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

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

***The deadline for filing a proof of claim in this case is October 24, 2017 (Government Claims December 26, 2017)***

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

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

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

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

holders of claims and equity interests that have been disallowed by an order of the Court;



holders of other claims or equity interests that are not "allowed claims" or "allowed equity interests" (as discussed above), unless they have been "allowed" for voting purposes.

holders of claims or equity interests in unimpaired classes;

holders of claims entitled to priority pursuant to §§ 507(a)(2), (a)(3), and (a)(8) of the Code; and

holders of claims or equity interests in classes that do not receive or retain any value under the Plan;

administrative expenses.

***Even If You Are Not Entitled to Vote on the Plan, You Have a Right to Object to the Confirmation of the Plan and to the Adequacy of the Disclosure Statement.***

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

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

**B. Votes Necessary to Confirm the Plan**

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

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

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

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

2. *Treatment of Nonaccepting Classes*

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

***You should consult your own attorney if a "cramdown" confirmation will affect your claim or equity interest, as the variations on this general rule are numerous and complex.***

**C. Liquidation Analysis**

To confirm the Plan, the Court must find that all creditors and equity interest holders who do not accept the Plan will receive at least as much under the Plan as such claim and equity interest holders would receive in a chapter 7 liquidation. Based upon the Debtor's valuation, an orderly liquidation would result in a surplus for the benefit of equity holders. A distress sale would likely be adequate solely to pay the secured claim of BankUnited.

**D. Feasibility**

The Court must find that confirmation of the Plan is not likely to be followed by the liquidation, or the need for further financial reorganization, of the Debtor or any successor to the Debtor, unless such liquidation or reorganization is proposed in the Plan.

1. *Ability to Initially Fund Plan*

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

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

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

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

The Plan Proponent's financial projections show that the Debtor will have an aggregate annual average cash flow, after paying operating expenses and post-confirmation taxes, of \$315,000.00. The final Plan payment is expected to be paid in July, 2022. The projections assume that the business of the Tenant will recover to its pre-foreclosure status, in which it grossed a minimum of \$35,000 per week in sales. The tenant's operating expenses for food purchases, labor and franchise fees consume about 75% of gross sales, plus fixed expenses for electricity, taxes and incidentals.

***You Should Consult with Your Accountant or other Financial Advisor If You Have Any Questions Pertaining to These Projections.***

**V. EFFECT OF CONFIRMATION OF PLAN**

A. No Discharge. In accordance with § 1141(d)(3) of the Code, the Debtor will not receive any discharge of debt in this bankruptcy case.

**B. Modification of Plan**

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

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

**C. Final Decree**

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

**VI. OTHER PLAN PROVISIONS**

CONFIRMATION WILL STAY COLLECTION AGAINST RELATED ENTITIES WHICH MAY HAVE GUARANTEED THE OBLIGATIONS OF THE DEBTOR BARRING FURTHER ACTION OF THIS COURT.

**8100 Veterans SNS, LLC Debtor in Possession**

**BY: s/ Khalil Ahmad**

**Khalil Ahmad, Managing Member**

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**/s/ David W Cohen**

**David W Cohen**

**[Signature of the Attorney for the Plan Proponent]**

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