

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF MARYLAND
(_____ Division)**

In re:

TSC/NESTER'S LANDING, LLC,

Debtor in Possession.

**Case No. 17-25913-TJC
(Chapter 11)**

**SECOND AMENDED
CHAPTER 11 PLAN OF REORGANIZATION
OF TSC/NESTER'S LANDING, LLC**

Dated: November 21, 2018

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INTRODUCTION

TSC/NESTER'S LANDING , LLC (the "Debtor") proposes the following Chapter 11 Plan (the "Plan") of reorganization pursuant to chapter 11 of title 11 of the United States Code. The Plan provides for the sale of the Debtor's principal asset to a third party, the resolution of the allowance of claims and equity interests, and the distribution to creditors in accordance with the priorities of the Bankruptcy Code.

**ARTICLE I
DEFINITIONS**

In addition to such other terms as are defined elsewhere in the Plan or in the Bankruptcy Code (as hereinafter defined), the following terms as used in the Plan (which appear in the Plan as capitalized terms) shall have the meanings set forth in section 1.2 herein.

1.1 **Scope of Definitions.** For purposes of the Plan, all capitalized terms not otherwise defined shall have the meanings ascribed to them in Article I of the Plan. Any terms not otherwise defined shall have the meaning ascribed to that term in the Bankruptcy Code or the Bankruptcy Rules. The words "herein," "hereof," "hereunder," and other words of similar import refer to the Plan as a whole, not to any particular section, subsection or clause, unless the context requires otherwise. Whenever it appears appropriate from the context, each term stated in the singular or the plural includes the singular and the plural, and each pronoun stated in the masculine, feminine or neuter includes the masculine, feminine and the neuter.

1.2 **Definitions.** The following terms shall have the meanings indicated when used in capitalized form in the Plan.

1.2.1 **Administrative Expense Claim** means any claim for an administrative expense of the kind described in section 503(b) of the Bankruptcy Code and entitled to priority pursuant to section 507(a)(2) of the Bankruptcy Code, including, without limitation, the actual and necessary costs and expenses of preserving the Debtor's Estate and operating the Debtor's

business incurred after the Petition Date, Claims for fees and expenses pursuant to sections 330 and 331 of the Bankruptcy Code (covering the period through the Effective Date), and fees, if any, due to the United States Trustee under 28 U.S.C. § 1930(a)(6).

1.2.2 Allowed Administrative Expense Claim means an Allowed Claim under 11 U.S. C. § 503(b) that is entitled to priority under 11 U.S.C. §507(a)(2).

1.2.3 Allowed Claim means a Claim or any portion thereof (a) that has been allowed by a Final Order of the Bankruptcy Court; (b) as to which, on or by the Effective Date (i) no proof of claim has been filed with the Bankruptcy Court and (ii) the liquidated and non-contingent amount of which is scheduled, other than a Claim that is scheduled at zero or as disputed; (c) for which a proof of claim in a liquidated amount has been timely filed with the Bankruptcy Court pursuant to the Bankruptcy Code, any Final Order of the Bankruptcy Court or other applicable bankruptcy law, and as to which either (i) no objection to its allowance has been filed within the periods of limitation fixed by the Bankruptcy Code or by any order of the Bankruptcy Court or (ii) any objection to its allowance has been settled or withdrawn, or has been denied by a Final Order of the Bankruptcy Court; or (d) that is expressly allowed in a liquidated amount in the Plan.

1.2.4 [Intentionally Deleted]

1.2.5 Allowed Equity Interest means an Equity Interest for which either no objection to its allowance has been filed or, if any objection has been filed, such objection has been denied or withdrawn or the Equity Interest fixed as to share and/or amount by a Final Order.

1.2.6 Assets means all the assets of the Debtor and its Estate including, but not limited to, the Real Property as defined herein.

1.2.7 Available Cash means cash or cash equivalents generated by the Debtor through its business operations, after payment of fees and expenses incurred in the ordinary course of business, and through the sale of the Real Property, less commissions, closing fees and other customary closing costs.

1.2.8 Avoidance Actions means all claims and causes of action the Debtor may have under sections 502, 510, 541, 542, 544, 545, 547 through 551 and 553 of the Bankruptcy Code or under related state or federal statutes and common law, including fraudulent transfer laws.

1.2.9 Bankruptcy Code means the Bankruptcy Reform Act of 1978, as amended and codified in title 11 of the United States Code, 11 U.S.C. §101, et seq.

1.2.10 Bankruptcy Court means the United States Bankruptcy Court for the District of Maryland, Greenbelt Division.

1.2.11 Bankruptcy Rules means the Federal Rules of Bankruptcy Procedure and the Official Bankruptcy Forms, as amended, the Federal Rules of Civil Procedure, as

amended, as applicable to the Chapter 11 Case or proceedings therein, and the Local Rules of the Bankruptcy Court, as applicable to the Chapter 11 Case or proceedings therein, as the case may be.

1.2.12 Business Day means any day other than a Saturday, Sunday or any “legal holiday” as defined in Bankruptcy Rule 9006(a).

1.2.13 Chapter 11 Case means the case commenced by the Debtor under chapter 11 of the Bankruptcy Code and captioned as In re TSC/Nester's Landing, LLC (Case No. 25913-TJC).

1.2.14 Claim means “claim” as defined in section 101(5) of the Bankruptcy Code, whether or not asserted or Allowed.

1.2.15 Claims Bar Date means (a) April 9, 2018, the deadline established by the Bankruptcy Court as the last day by which Claims of non-governmental Entities must be filed, (b) May 29, 2018, the deadline established by the Bankruptcy Court as the last day by which Claims of governmental Entities must be filed, or (c) such other date as has been set with respect to Claims that have been scheduled as disputed, contingent, or unliquidated.

1.2.16 Class means those certain groups of similar Claims and Equity Interests s set forth in Article III herein.

1.2.17 Class 2 Deposit means the sum of \$150,000.00 to be deposited with the Class 2 Claim holder or its counsel from funds outside the Estate to cover any deficiency claim the Class 2 Claim holder would have resulting from the net proceeds of the sale of the Real Property paid to the Class 2 Claim holder at closing in this case or any other case being less than the amounts owed to the Class 2 Claim holder by the Debtor and related obligors.

1.2.18 Closing Order means the final decree issued by the Bankruptcy Court under section 350(a) of the Bankruptcy Code and Rule 3022 of the Bankruptcy Rules closing the Chapter 11 Case.

1.2.19 Confirmation Date means the date upon which the Confirmation Order is entered.

1.2.20 Confirmation Hearing means the hearing, pursuant to section 1129 of the Bankruptcy Code, to consider confirmation of the Plan.

1.2.21 Confirmation Order means the order entered by the Bankruptcy Court confirming the Plan.

1.2.22 Cure, except for purposes of Section 5.1.2 below, means the distribution, prior to or within a reasonable period of time following the Effective Date, of Cash or such other property as may be agreed upon by the parties or ordered by the Bankruptcy Court, with respect to the assumption of an executory contract or unexpired lease pursuant to section 365(b) of the Bankruptcy Code, in an amount agreed upon by the parties or ordered by the Bankruptcy Court, in payment of all unpaid monetary obligations, without interest, under such

executory contract or unexpired lease, to the extent such obligations are enforceable under the Bankruptcy Code and applicable bankruptcy law.

1.2.23 Debtor means TSC/Nester's Landing, LLC.

1.2.24 Disallowed Claim means a Claim, or any portion thereof, that (a) has been disallowed by a Final Order of the Bankruptcy Court, or (b) has not been scheduled by the Debtor or is scheduled at zero or as contingent, disputed or unliquidated and as to which the Claims Bar Date has passed but no proof of claim has been filed or deemed timely filed with the Bankruptcy Court pursuant to either the Bankruptcy Code or any Final Order of the Bankruptcy Court or otherwise deemed timely filed under applicable law.

1.2.25 Disclosure Statement means the written disclosure statement that relates to this Plan, as approved by the Bankruptcy Court pursuant to section 1125 of the Bankruptcy Code and Rule 3017 of the Bankruptcy Rules, as such disclosure statement may be amended, modified or supplemented from time to time.

1.2.26 Disputed . . . Claim means a Claim, or any portion thereof, of the type described, that is neither an Allowed Claim nor a Disallowed Claim, and includes, without limitation, Claims that (a) (i) have not been scheduled by the Debtor or have been scheduled at zero, as unknown or as contingent, unliquidated or disputed and are the subject of a timely filed proof of claim, or (ii) are the subject of an objection by the Debtor or as to which the time for the Debtor to object has not yet expired, and (b) the allowance or disallowance of which is not yet the subject of a Final Order of the Bankruptcy Court.

1.2.27 Disputed Equity Interest means any Equity Interest that has not become an Allowed Equity Interest.

1.2.28 Effective Date means the thirtieth (30th) day after the date on which the Confirmation Order becomes a Final Order. If the above date is a Saturday, Sunday or a legal holiday, the Effective Date shall be the next Business Day thereafter.

1.2.29 Entity means "entity" as defined in section 101(15) of the Bankruptcy Code.

1.2.30 Equity Interest means, as of the Petition Date, any right or interest in the Debtor represented by, related to or arising out of the ownership of any equity interest or security in the Debtor, including, without limitation, all membership interests in the Debtor.

1.2.31 Estate means the bankruptcy estate of the Debtor pursuant to section 541 of the Bankruptcy Code.

1.2.32 Final Order means an order (a) as to which no appeal or other proceeding for review, reargument or rehearing has been requested or is then pending and the time to file any such appeal or other proceeding for review, reargument or rehearing has expired; (b) as to which any right to appeal, or other proceedings for review, reargument or rehearing shall have been waived in writing in form and substance satisfactory to the Debtor; or (c) if an

appeal or other proceeding for review, reargument or rehearing has been requested or is then pending, such order has not been either reversed or stayed.

1.2.33 Insider Claims means the Claims of entities that are deemed to be insiders of the Debtor pursuant to section 101(31) of the Bankruptcy Code.

1.2.34 Internal Revenue Code means the Internal Revenue Code of 1986, as amended.

1.2.35 Legal Interest Rate means 1.41%, the federal post-judgment interest rate in effect on the Petition Date, as set forth in 28 U.S.C. §1961.

1.2.36 Merritt Lending, LLC means Merritt Lending, LLC, a Maryland LLC, its successors and assigns.

1.2.37 . Person means an individual, corporation, partnership, joint venture, association, joint stock company, limited liability company, limited liability partnership, trust, estate, unincorporated organization or other entity.

1.2.38 Petition Date means November 28, 2017, the date on which the Debtor filed its bankruptcy petition with the Bankruptcy Court, thereby commencing this Chapter 11 Case.

1.2.39 Plan means this plan which is proposed by the Debtor for the resolution of outstanding Claims and Equity Interests in this Chapter 11 Case, as such Plan may be amended or modified from time to time in accordance with the Bankruptcy Code and the terms hereof.

1.2.40 Priority Claim means a Claim, if any, entitled to priority pursuant to section 507(a) of the Bankruptcy Code.

1.2.41 Priority Tax Claim means a Claim, if any, entitled to priority pursuant to section 507(a)(8) of the Bankruptcy Code.

1.2.42 Pro Rata means, with respect to distributions on Allowed Claims, proportionately, so that each holder of an Allowed Claim in a class receives a percentage of the total distribution to all holders of Allowed Claims in that class that is equal to the percentage of that Allowed Claim holder's Claim to the total amount of Claims held by all Allowed Claim holders in that class.

1.2.43 Professional means a professional person of the types identified in section 327 of the Bankruptcy Code whose employment has been approved by the Bankruptcy Court.

1.2.44 Professional Fee Claim means a Claim of a Professional for compensation or reimbursement of costs and expenses relating to services rendered on behalf of the Debtor on and after the Petition Date and prior to and including the Effective Date.

1.2.45 Real Property means the real property owned by the Debtor, known as Nester's Landing, as described in a site plan filed in the Land Records of Baltimore County, Maryland and as described in a Deed dated January 30, 2015 and filed in the Land Records of Baltimore County at Liber 35816, folio 368, et. seq., including all improvements thereon.

1.2.46 Reorganized Debtor means the Debtor on and after the Effective Date.

1.2.47 Secured Claim means a Claim that is secured by a lien on property in which the Estate has an interest as determined pursuant to section 506(a) and, if applicable, section 1129(b) of the Bankruptcy Code. If the secured claim is subject to setoff under section 553 of the Bankruptcy Code, the claim is secured to the extent of the value of the Claim holder's interest in such Estate's interest in such property after any applicable setoff.

1.2.48 Treasury Regulations means all final, temporary and proposed regulations promulgated under the Internal Revenue Code of 1986, as amended.

1.2.49 Unsecured Claim means a Claim other than a Secured Claim, Administrative Expense Claim, Priority Claim, or Professional Fee Claim.

1.3 Rules of Interpretation. Unless otherwise specified, all references in the Plan to Sections, Articles, Schedules and Exhibits are references to Sections, Articles, Schedules and Exhibits of or to the Plan. Captions and headings to Articles and Sections are inserted for convenience of reference only and are not intended to be a part of or to affect the interpretation of the Plan. Except for the rule contained in section 102(5) of the Bankruptcy Code, the rules of construction set forth in section 102 of the Bankruptcy Code and in the Bankruptcy Rules shall apply to the Plan.

1.5 Computation of Time. In computing any period of time prescribed or allowed by the Plan, unless otherwise expressly provided, the provisions of Bankruptcy Rule 9006(a) shall apply. Unless expressly prohibited under the Plan, all time periods and deadlines set forth herein shall be subject to enlargement in accordance with Bankruptcy Rule 9006(b) and may be reduced in accordance with Bankruptcy Rule 9006(c).

1.7 Exhibits. All Exhibits are incorporated into and are a part of the Plan as if set forth in full herein.

ARTICLE II **TREATMENT OF ADMINISTRATIVE EXPENSE CLAIMS**

2.1 Classification of Administrative Expense Claims. Administrative Expense Claims have not been classified and are excluded from the classes set forth in Article III of the Plan, in accordance with section 1123(a)(1) of the Bankruptcy Code.

2.2 Treatment of Allowed Administrative Expense Claims. Except to the extent that the holder of an Allowed Administrative Expense Claim agrees to less favorable treatment, each holder of an Allowed Administrative Expense Claim shall receive Cash in an amount equal to such Allowed Administrative Expense Claim on or before the later of (i) the Effective Date or

(ii) the fifteenth day of the first month following the month in which such Administrative Expense Claim becomes an Allowed Administrative Expense Claim, provided, however, that Allowed Administrative Expense Claims representing obligations incurred in the ordinary course of the Debtor's business or taxes incurred by the Debtor that are Administrative Expense Claims under section 503(b)(1) of the Bankruptcy Code shall be paid in full in accordance with the terms and conditions of the particular transactions, any applicable agreements, and applicable bankruptcy and non-bankruptcy law. All Disputed Administrative Expense Claims shall be reserved for in full on the Effective Date. Payment of Allowed Administrative Expense Claims on the Effective Date shall be made from Available Cash and such other available and permitted sources hereunder. Administrative Expense Claim Bar Date. Requests for payment of Administrative Expense Claims existing as of the Confirmation Date must be filed with the Bankruptcy Court and served on the Reorganized Debtor no later than forty-five (45) days after the Effective Date. Objections to payment of Administrative Expense Claims must be filed with the Bankruptcy Court and served on the holder of such Administrative Expense Claim, the Reorganized Debtor and the U.S. Trustee by the later of (i) thirty (30) days after the Effective Date or (ii) thirty (30) days after the filing of the applicable request for payment of such Administrative Expense Claim, unless otherwise ordered or extended by the Bankruptcy Court. Notwithstanding anything to the contrary herein, no request for payment of an Administrative Expense Claim need be filed with the Bankruptcy Court for the allowance of (a) an Administrative Expense Claim incurred in the ordinary course of the Debtor's business or (b) the fees of the United States Trustee arising under 28 U.S.C. § 1930(a)(6). Any Entity that is required to, but fails, to file a request for allowance of an Administrative Expense Claim on or before the deadline referenced above shall be forever barred from asserting such Administrative Expense Claim against the Reorganized Debtor, and the holder thereof shall be enjoined from commencing or continuing any action, employment of process, or act to collect, offset, or recover amounts asserted against the Reorganized Debtor in such Administrative Expense Claim.

2.5 Professional Fee Claims. All Professionals seeking an award by the Bankruptcy Court of a Professional Fee Claim incurred through and including the Effective Date shall, unless otherwise ordered by the Bankruptcy Court, file their respective final applications for allowance of compensation for services rendered and reimbursement of expenses incurred by the date that is no later than forty-five (45) days after the Effective Date. Allowed Professional Fee Claims shall be paid by the Reorganized Debtor pursuant to the provisions in section 2.2 of this Plan with respect to Allowed Administrative Expense Claims generally.

2.6 Priority Tax Claims. Each holder of an Allowed Priority Tax Claim shall receive, at the sole option of the Reorganized Debtor, in full satisfaction, settlement, release and discharge of, and in exchange for, such Allowed Priority Tax Claim, one of the following treatments: (i) equal quarterly Cash payments in an aggregate amount equal to such Allowed Priority Tax Claim, together with interest at the Legal Interest Rate, over a period not exceeding five (5) years after the Petition Date; or (ii) such other treatment as to which the Debtor and a holder of an Allowed Priority Tax Claim shall have agreed upon in writing.

2.7 United States Trustee. All fees payable pursuant to section 1930 of Title 28 of the United States Code shall be paid on the Effective Date.

ARTICLE III
CLASSIFICATION OF CLAIMS AND INTERESTS

Pursuant to section 1122 of the Bankruptcy Code, a designation of Classes of Claims against and Equity Interests in the Debtor is set forth below. A Claim or Equity Interest is placed in a particular Class for the purposes of voting on the Plan and receiving distributions pursuant to the Plan, but only to the extent that such Claim or Equity Interest is an Allowed Claim or Equity Interest in that Class and such Claim or Equity Interest has not been paid, released or otherwise settled prior to the Effective Date. In accordance with section 1123(a)(1) of the Bankruptcy Code, Administrative Expense Claims, Professional Fee Claims, and Priority Tax Claims of the kinds specified in sections 507(a)(2) and 507(a)(8) of the Bankruptcy Code have not been classified, and their treatment is set forth in Article II above.

3.1 Class 1. Class 1 consists of the Allowed Secured Claims of Baltimore County, Maryland, to the extent secured by a valid lien on the Real Property.

3.2 Class 2. Class 2 consists of the Allowed Secured Claims of Merritt Lending, LLC.

3.3 Class 3. Class 3 consists of the Allowed Priority Claims, other than Administrative Expense Claims, Professional Fee Claims, and Priority Tax Claims.

3.4 Class 4. Class 4 consists of Allowed General Unsecured Claims other than Allowed Insider Claims.

3.5 Class 5. Class 5 consists of Allowed Insider Claims.

3.6 Class 6. Class 6 consists of Allowed Equity Interests.

3.7 Elimination of Classes for Voting Purposes. Any Class of Claims or Equity Interests that is not populated as of the date of the commencement of the Confirmation Hearing by an Allowed Claim or an Allowed Equity Interest, as applicable, or a Claim or Equity Interest, as applicable, in such Class temporarily allowed under Bankruptcy Rule 3018, or as to which no vote is cast, shall be deemed deleted from the Plan for purposes of voting to accept or reject the Plan by any such Class under section 1129(a)(8) of the Bankruptcy Code.

ARTICLE IV
IDENTIFICATION OF CLASSES OF CLAIMS AND EQUITY INTERESTS IMPAIRED
AND UNIMPAIRED BY THE PLAN

4.1 Impaired Classes of Claims and Equity Interests. Classes 1, 2, 3, 4, 5, and 6 are impaired classes under the Plan.

4.2 Unimpaired Class of Claims. There are no unimpaired classes under the Plan.

ARTICLE V
TREATMENT OF CLAIMS AND EQUITY INTERESTS

5.1 The Classes of Allowed Claims and Interests will receive the following treatments under the Plan.

5.1.1 Class 1 (Baltimore County, Maryland). The holder of the Allowed Claim in Class 1 shall retain its lien on the Real Property. The Reorganized Debtor shall market the Real Property for sale in a commercially reasonable manner and shall undertake to close on any sale by a broker by January 31, 2019, failing which the sale shall be undertaken by auction as set forth in Section 5.2 below. At closing on the sale of the Real Property, the Allowed Class 1 Claim shall be paid in full from Available Cash, with interest at the Legal Interest Rate. Class 1 is impaired by the Plan.

Class 1 is impaired by the Plan.

5.2 Class 2 (Merritt Lending, LLC). The holder of the Class 2 Claim shall have an allowed secured claim in the amount of \$1,512,822.75 as of March 31, 2018, plus any amounts incurred or that accrue under the applicable loan documents thereafter until such time as the earlier to occur of (i) the Class 2 Claim is paid in full, or (ii) the sale of the Real Property is closed and the Class 2 Claim holder is paid at closing from the net sale proceeds. The Class 2 Claim holder shall retain its lien(s) on the Real Property until such time as the Real Property is sold, at which time the Class 2 Claim holder's lien shall attach to proceeds of the sale of the Real Property which shall be paid to the Class 2 Claim holder, less the amount to be paid to the Class 1 Claim holder, at closing of the sale. The Class 2 Claim holder's other liens on other assets of the Debtor shall remain and shall be retained until the Allowed Class 2 Claim is paid in full or such collateral is fully liquidated for the benefit of the Class 2 creditor.. Specifically, the Class 2 Claim holder also holds a lien on a certain deposit in the amount of \$141,000.00 made by the Debtor with Baltimore County as security for certain obligations of the Debtor relating to the development of the Real Property. As and when this deposit is released by the County to the Debtor, which is expected to occur after closing of the sale of the Real Property, the funds released shall be promptly paid to the Class 2 Claim holder. In addition, any accounts receivable owed by any affiliate of the Debtor (the Debtor maintains there are none), shall be deemed assigned to the Class 2 Claim holder as of the Effective Date, subject to all defenses of the purported account debtors, in partial satisfaction of the Class 2 Allowed Claim. The Class 2 Claim holder agrees not to attempt to collect such intercompany accounts, if any, unless (i) Baltimore County releases the deposit but the Lender fails to receive the entire amount released by Baltimore County to the Debtor, or (ii) the Class 2 Deposit is not received by the Lender as and when set forth in this Plan.

The Reorganized Debtor shall market the Real Property for sale in a commercially reasonable manner and shall close on a sale of the Real Property on or before January 31, 2019, at a price and under terms that are approved by the Class 2 Claim holder. Beginning on the twenty-eight (28th) of the month following entry of the Confirmation Order, the Debtor shall pay to the holder of the Class 2 claim recurring monthly payments of \$5,396 until such time as the Class 2 Claim receives a distribution of all net sale proceeds of the Real Property. For the avoidance of doubt, if the Confirmation Order is entered on November 26, 2018, for example,

then the first payment due to the Class 2 claim holder pursuant to this Plan would be due on December 28, 2018.

The Debtor shall pay all real property taxes assessed in connection with the Real Property upon closing of the sale of the Real Property. To clarify, the Debtor's obligation to pay all real property taxes does not terminate on January 31, 2019 unless and until the Debtor closes on a sale of the Real Property.

The Debtor shall provide the Class 2 Claim holder access to the broker or agent that lists the Real Property for sale, and will be permitted not less than one (1) conference call with such broker or agent per month until the net proceeds of a sale of the Real Property are distributed to the Class 2 Claim holder. The Debtor shall make efforts to facilitate the monthly calls with the broker or agent. Additionally, within two (2) business days of receiving any oral or written offer for the purchase of the Real Property, the Debtor and/or its broker or agent shall send to the Class 2 Claim holder such offer (or send in writing an accurate description of the offer if the offer was made orally).

At closing on the sale of the Real Property, all remaining net proceeds from the sale of the Real Property shall be paid at closing to the Class 2 Claim holder after payment in full of the Allowed Class 1 claim at closing, plus customary costs of sale including a broker commission of five percent (5%) and not waived pursuant to 11 U.S.C. Section 1146. To the extent that the net proceeds of the sale with the Class 2 Claim holder's recovery from other collateral totals less than the allowed amount of Class 2 Claim, then the Class 2 Claim holder shall have a deficiency claim which shall be paid from the "Class 2 Deposit". The "Class 2 Deposit" shall consist of the sum of \$150,000.00 to be paid to the Class 2 Claim holder's counsel from funds outside of the Debtor's Estate, by no later than the "Class 2 Deposit Deadline". The "Class 2 Deposit Deadline" means the earlier to occur of (i) July 1, 2019, (ii) on or before the 90th day following the closing of the sale of the last of the Real Property. The Class 2 Deposit shall serve as partial collateral for any deficiency claim the Class 2 Claim holder may have from the net sale proceeds payable to the Class 2 Claim holder being less than the Allowed Amount of the Class 2 Claim. After payment of all net proceeds from the sale of the Real Property, and the payment of the Class 2 Deposit, the Class 2 Claim holder shall also be entitled to receive distributions on account of its remaining deficiency claim that is entitled to treatment as a Class 4 Claim under this Plan.

If the Debtor defaults in any material respect under any of its obligations to the Class 2 Claim holder contained in this Plan which is not cured within ten (10) days after written notice, including the monthly payment obligations, sale of Real Property, or informational requirements owed or real property taxes required to be paid, then the automatic stay of 11 U.S.C. Section 362 shall automatically terminate with respect to the Real Property and the Class 2 Claim holder's interest in that Real Property, and the Class 2 Claim holder shall file a notice of default with the Court and upon filing such a notice, shall be authorized to immediately proceed in enforcing its lien rights in the Real Property, including but not limited to scheduling and conducting a foreclosure sale of the Real Property. The stay provided by Bankruptcy Rule 4001(a)(3) shall not apply. Notwithstanding, the Debtor shall be permitted only two payment defaults during the post-confirmation period, so long as such payment default is cured by the Debtor within ten (10) calendar days after written notice of the default. If the Class 2 Claim holder files a notice of

default that is cured pursuant to this paragraph, the Class 2 Claim holder shall file a notice of cure of default within five (5) business days of the cure of the default. In no event shall the Debtor have any right to cure a third payment default of its obligations to the Class 2 Claim holder with respect to its monthly payment obligations arising under this Plan. For non-payment defaults relating to broker and offers, the Debtor may cure within three (3) business days without limitation on number of cures.

Class 2 is impaired by the Plan.

5.3 Class 3 (Priority Claims). After all holders of Allowed Administrative Expense Claims and Allowed Class 1 and 2 Claims have received payment of the full amount of such Allowed Claims as provided in the Plan, each holder of an Allowed Class 3 Priority Claim shall receive a Pro Rata distribution from Available Cash until such Allowed Class 3 Claims are paid in full.

Class 3 is impaired by the Plan.

5.4 Class 4 (General Unsecured Claims). In the event that all holders of Allowed Administrative Expense Claims and Allowed Class 1, 2, and 3 Claims have received payment of the full of such Allowed Claims as provided in the Plan, each holder of an Allowed Class 4 General Unsecured Claim shall receive a Pro Rata distribution from Available Cash, if any, up to the amount necessary to pay such Class 4 Claims paid in full. In the event that there is no Available Cash remaining after payment of the Allowed Class 1, 2, and 3 Claims, Class 4 Claim holders shall not receive any distribution.

Class 4 is impaired by the Plan.

5.5 Class 5 (Insider Claims). Class 5 Claims holders shall receive no distribution under the Plan.

Class 5 is impaired by the Plan.

5.6 Class 6 (Equity Interest). Upon the Effective Date, the holder of 100% of the Equity Interest shall retain such Equity Interest. The holder of the Equity Interest shall not be entitled, and shall not receive, any distribution of Available Cash on account of such Equity Interest under the Plan unless and until holders of all Allowed Claims have been paid in full as provided under the Plan.

Class 6 is impaired by the Plan.

ARTICLE VI **ACCEPTANCE OR REJECTION OF THE PLAN**

6.1 Impaired Classes of Claims and Equity Interests Entitled to Vote. The holders of Claims or Equity Interests in each impaired Class of Claims or Equity Interests are entitled to vote as a class to accept or reject the Plan.

6.2 Presumed Acceptance by Unimpaired Classes. No classes of Claims or Interests are deemed to accept the Plan.

6.3 Classes Deemed to Reject Plan. No classes of Claims or Interests are deemed to reject the Plan.

6.4 Elimination of Classes. Any Class of Claims that does not consist, as of the date of the Confirmation Hearing, of at least one Allowed Claim, Disputed Claim, or temporarily Allowed Claim under Rule 3018 of the Bankruptcy Rules, shall be deleted from this Plan for all purposes.

6.5 Confirmability and Severability of the Plan. The confirmation requirements of section 1129 of the Bankruptcy Code must be satisfied with respect to the Plan. The Debtor reserves the right to alter, amend, modify, revoke or withdraw the Plan prior to the Confirmation Hearing upon notice to creditors and other parties in interest. A determination by the Bankruptcy Court that the Plan is not confirmable pursuant to section 1129 of the Bankruptcy Code shall not limit or affect the Debtor's ability to modify the Plan to satisfy the confirmation requirements of section 1129 of the Bankruptcy Code.

ARTICLE VII MEANS FOR EXECUTION OF THE PLAN

7.1 Property Transferred to the Reorganized Debtor. On the Effective Date, all Assets of the Debtor, including the Real Property, shall be deemed to be the property of and vest in the Reorganized Debtor, free and clear of all liens, claims, encumbrances or interests, subject only to the liens and security interests of the holders of Allowed Claims in Classes 1, and 2. Upon and after the Effective Date, the Reorganized Debtor shall have all powers provided for under this Plan and the Confirmation Order and shall have all of the powers of a trustee under the Bankruptcy Code.

7.2 Sale of Real Property.

7.2.1 The Reorganized Debtor shall utilize all commercially reasonable efforts to market the Real Property for sale free and clear of all liens, claims, encumbrances or interests. While the Property is marketed, the Debtor will continue to make adequate protection payments as described above to Merritt Lending, LLC and Merritt shall be entitled to periodic reports of the status of marketing, including monthly contact with the realtor engaged by the Debtor, all as set forth in Section 5.1.2 above. The liens and security interests of the holders of Allowed Claims in Classes 1, and 2 shall attach to the proceeds of sale to the same extent, and in the same priority, as their respective liens and security interests as of the Petition Date, and as set forth in Section 5.1.2 above. At closing on the sale of the Real Property, the Allowed Claims in Classes 1, 2, and 3 shall be paid as provided in Article V of the Plan.

7.2.2 In the event that (1) closing on the sale of the Real Property does not occur on or before January 31, 2019 ; then the Reorganized Debtor shall schedule and conduct a public auction sale of the Real Property pursuant to section 363 of the Bankruptcy Code, which auction shall occur no later than March 31, 2019 or such later date to which the Class 2 Claim

holder may approve. The auctioneer selected by the Debtor shall be subject to approval by the Class 2 Claim holder, which approval shall not be unreasonably withheld. In the event the Real Property is not sold pursuant to a public auction after January 31, 2019 and by no later than March 31, 2019 or such later date as the Class 2 Claim holder may approve, then the automatic stay of 11 U.S.C. Section 362 shall be automatically terminated as to the Real Property and all non-debtor interests therein, and Merritt Lending, LLC, shall be permitted to automatically schedule and conduct its own foreclosure sale of the Real Property pursuant to applicable state law. The stay provided by Bankruptcy Rule 4001(a)(3) shall not apply.

7.3 Transfer Taxes. Sales, transfers or other dispositions of assets and property by the Reorganized Debtor, including the sale of the Real Property, shall be entitled to the tax treatment provided by section 1146(a) of the Bankruptcy Code and each recording office or other agent of any governmental unit or other taxing authority shall record any such documents of transfer or exchange without any further direction or order from the Bankruptcy Court.

7.4 Causes of Action. All claims and causes of action held by the Debtor shall vest in the Reorganized Debtor on the Effective Date, and the Reorganized Debtor shall have full power and authority to pursue such claims and causes of action for the benefit of its creditors. The proceeds of all claims and causes of action shall be deemed to be Available Cash and shall be administered pursuant to the provisions of this Plan. Settlements of claims and causes of action shall not be subject to approval by the Bankruptcy Court. All Avoidance Actions (i) shall survive entry of the Confirmation Order, (ii) shall vest in the Reorganized Debtor, and (iii) shall not be barred or limited by estoppel, whether judicial, equitable, or otherwise.

ARTICLE VIII DISTRIBUTIONS

8.1 Reorganized Debtor. The Reorganized Debtor shall have all rights, duties and powers set forth in the Plan, including, without limitation, the duty to review and object to Claims and make distributions pursuant to the terms of this Plan and the Confirmation Order. The Reorganized Debtor shall have all the powers of a trustee under the Bankruptcy Code. On the Effective Date, the Reorganized Debtor may employ counsel and other professionals as may be reasonably necessary for its operations and to execute the Plan without the necessity of application to the Bankruptcy Court. Such professionals may be retained and compensated for post-Effective Date services in the ordinary course without the necessity of application to the Bankruptcy Court.

8.2 Distributions. All Available Cash shall be deposited in one or more accounts held by the Reorganized Debtor from which all distributions under the Plan shall be made, except as otherwise modified by Section 5 to the extent a particular class of claims is required to receive a distribution at the closing of a sale of the Real Property.

8.3 Delivery of Distributions. Subject to Bankruptcy Rule 9010, unless otherwise provided herein, all distributions to any holder of an Allowed Claim or Equity Interest shall be made at the address of such holder as set forth on the bankruptcy schedules filed with the Bankruptcy Court or on the books and records of the Debtor or its agents, unless the Debtor has been notified, in advance and, in writing, of a change of address, including, without limitation,

by the filing of a proof of claim or interest by such holder that contains an address for such holder different from the address reflected on such schedules for such holder. In the event that any distribution to any holder is returned as undeliverable, no distribution to such holder shall be made unless and until the Reorganized Debtor has been notified of the then current address of such holder, at which time or as soon as reasonably practicable thereafter, such distribution shall be made to such holder; provided, however, that such distributions shall be deemed unclaimed property under section 347(b) of the Bankruptcy Code at the expiration of one (1) year from the later of (i) the Effective Date or (ii) the date such holder's Claim or Equity Interest is Allowed. After such date, all unclaimed property shall revert to the Reorganized Debtor. The Reorganized Debtor shall not have any obligation to attempt to locate any holder of an Allowed Claim or Equity Interest other than by reviewing its books and records (including any proofs of claim or interest filed in the Chapter 11 Case).

8.4 Stop Payments; Minimum Distribution; Unclaimed Funds. The Reorganized Debtor may stop payment on any distribution check that has not cleared the payer bank within ninety (90) days of the date of distribution of such check. No distribution under the sum of \$10.00 is required to be made by the Reorganized Debtor.

8.5 United States Trustee Fees. Any fees payable under 28 U.S.C. § 1930 accruing after the Effective Date shall be timely paid by the Reorganized Debtor.

8.6 Distribution Reports. The Reorganized Debtor shall timely file with the Court periodic distribution reports as required by the United States Trustee detailing the amounts distributed pursuant to this Plan and shall serve such reports on the Office of the United States Trustee.

8.7 Disallowance of Certain Charges. All penalties, default interest or late fees that may have accrued on any Claim prior to the Confirmation Date are disallowed.

ARTICLE IX

EFFECT OF CONFIRMATION

9.1 Binding Effect. On and after the Effective Date, the provisions of the Plan shall bind any holder of a Claim against, or Equity Interest in, the Reorganized Debtor and such holder's respective successors and assigns, whether or not the Claim or Equity Interest of such holder is impaired under the Plan and whether or not such holder has accepted the Plan.

9.2 Continuation of Injunctions and Stays. Except as otherwise provided herein or in the Confirmation Order, on and after the Effective Date, all Persons who have held, currently hold or may hold a debt or Claim against the Debtor or the Reorganized Debtor or its Assets are permanently enjoined from taking any of the following actions on account of any such debt or Claim: (i) commencing or continuing in any manner any action or other proceeding against the Debtor, the Reorganized Debtor or its successors or assigns or its Assets; (ii) enforcing, attaching, collecting or recovering in any manner any judgment, award, decree or order against the Debtor, the Reorganized Debtor or its successors or assigns or its Assets; (iii) creating, perfecting or enforcing any lien or encumbrance against the Debtor, the Reorganized Debtor or its successors or assigns or its Assets; and (iv) commencing or continuing any action, in any

manner, in any place that does not comply with or is inconsistent with the provisions of the Plan or the Confirmation Order. The Debtor or the Reorganized Debtor, if injured by any willful violation of any injunction imposed by the Plan or Confirmation Order shall recover actual damages, including costs and attorneys' fees, from the willful violator.

9.3 Post-Confirmation Governance. Until the Effective Date, the Debtor shall operate in a manner consistent with the preservation of the value of its business and the Real Property. As of the Effective Date, the manager of the Debtor, S. Bruce Jaffe, shall be deemed to be the manager of the Reorganized Debtor. Mr. Jaffe will continue to oversee the business operations and sale efforts of the Reorganized Debtor. Nothing herein or in the Confirmation Order, including any releases, shall diminish or impair the enforceability of any policy of insurance that may cover claims against the Debtor or any other Entity. Each of the matters provided for under this Plan involving the business structure of the Reorganized Debtor or action to be taken by or required of the Reorganized Debtor shall, as of the Effective Date, be deemed to have occurred and be effective as provided herein, and shall be authorized and approved in all respects without any requirement of further action by the member of the Reorganized Debtor. The Reorganized Debtor shall operate under its current name under the organizational documents issued by the State of Maryland.

ARTICLE X

PROCEDURES FOR RESOLVING AND TREATING DISPUTED CLAIMS

10.1 Objections to and Estimation of Claims and Equity Interests; Prosecution of Disputed Claims and Equity Interests. The Reorganized Debtor may file with the Bankruptcy Court an objection to the allowance of any Claim or Equity Interest, or any other appropriate motion or adversary proceeding with respect thereto. All such objections will be litigated to Final Order; provided, however, that the Reorganized Debtor may compromise and settle, withdraw or resolve by any other method approved by the Bankruptcy Court, any such objections to the allowance of such Claims or Equity Interests. In addition, the Reorganized Debtor may, at any time, request that the Bankruptcy Court estimate any Claim under section 502(c) of the Bankruptcy Code, regardless of whether such Claim has been previously objected to or whether the Bankruptcy Court has ruled on any such objection. In the event that the Bankruptcy Court estimates any Disputed Claim, that estimated amount will be limited to the purposes (such as voting on this Plan) determined by the Bankruptcy Court. All of the aforementioned provisions with respect to objections to Claims or Equity Interests and the claims estimation and resolution procedures, are cumulative and are not necessarily exclusive of one another.

10.2 No Distributions Pending Allowance. Notwithstanding any other provision of the Plan to the contrary, no distribution shall be made to the holder of a Disputed Claim or Equity Interest or the holder of a Claim or Equity Interest that is the subject of a proceeding against it by the Reorganized Debtor unless and until such Disputed Claim or Equity Interest becomes an Allowed Claim or Equity Interest by Final Order. While disputes regarding Claims or Equity Interests are pending, the Reorganized Debtor shall hold for the benefit of each holder of a Disputed Claim or Equity Interest an amount equal to the distributions that would have been made to the holder of such Disputed Claim or Equity Interest if it were an Allowed Claim or Equity Interest, or, if so determined by the Bankruptcy Court, such amount as estimated by the

Bankruptcy Court under section 502(c) of the Bankruptcy Code, until such Claim or Equity Interest becomes an Allowed Claim or Equity Interest.

10.3 Distributions After Allowance. Within five (5) business days after a Disputed Claim or Equity Interest becomes an Allowed Claim or Equity Interest, the holder of such Allowed Claim or Equity Interest shall receive all distributions to which such holder is then entitled under the Plan on account of such Allowed Claim or Equity Interest. Any Entity who holds both an Allowed Claim or Equity Interest and a Disputed Claim or Equity Interest shall receive the appropriate distribution on the Allowed Claim or Equity Interest, although no distribution will be made on the Disputed Claim or Equity Interest until such dispute is resolved by settlement or Final Order. After resolution of a dispute, any cash previously reserved for such Disputed Claim or Equity Interest and not paid in connection with the resolution thereof shall be distributed in accordance with the terms of this Plan.

ARTICLE XI **LEASES AND EXECUTORY CONTRACTS**

11.1 Assumption of Unexpired Lease Agreements and Executory Contracts. Except as otherwise provided in section 11.2 of the Plan, all unexpired lease agreements and executory contracts, to the extent not previously assumed by the Debtor, shall be assumed by Debtor as of the Effective Date pursuant to section 365 of the Bankruptcy Code, without the need for entry of any order of the Bankruptcy Court other than the Confirmation Order. All amounts required to be paid by the Debtor to cure any assumed lease agreements shall either be (i) paid in full by the Reorganized Debtor on the Effective Date from Available Cash or (ii) assumed by the purchaser of the Real Property.

11.2 Rejection of Certain Unexpired Leases and Executory Contracts. Prior to any scheduled hearing on confirmation of the Plan, the Debtor shall file with the Bankruptcy Court a schedule of those unexpired leases and executory contracts that it intends to reject as of the Effective Date.

11.3 Claims Arising from Rejection. Unless the time for filing Claims is otherwise fixed by the Bankruptcy Court, all Claims arising from the rejection of executory contracts or unexpired leases shall be filed and served upon the Reorganized Debtor and the United States Trustee within thirty (30) days after the later of (i) entry of a Final Order authorizing such rejection or (ii) the date on which the Confirmation Order becomes a Final Order. Any such Claim not filed within the required time period shall be time-barred and shall not be an Allowed Claim.

ARTICLE XII **MODIFICATION**

12.1 Pre-confirmation Amendment. The Debtor reserves the right in accordance with the Bankruptcy Code to amend or modify this Plan prior to the Confirmation Date. After the Debtor files a modification with the Court, this Plan, as modified, becomes the Plan.

12.2 Post-confirmation Modification. The Debtor may modify this Plan at any time after the Confirmation Date regardless of whether this Plan has been substantially consummated within the meaning of sections 1101(2) and 1127(b) of the Bankruptcy Code, if circumstances warrant such modification, if all required disclosure under section 1125 of the Bankruptcy Code has been given, and the Court, after notice and a hearing, confirms the Plan as modified.

12.3 Correction of Errors; Inconsistencies. Before or after the Confirmation Date, or in the Confirmation Order, the Debtor may, with the approval of the Court, so long as it does not materially and adversely affect the interests of creditors who have accepted this Plan, remedy any defect or omission, or reconcile any inconsistencies in this Plan or amend this Plan, in such a manner as may be necessary to carry out the purposes and the effect of this Plan without the necessity of re-soliciting acceptances.

ARTICLE XIII
CONDITIONS PRECEDENT TO THE EFFECTIVE DATE

13.1 Confirmation Conditions Precedent. Confirmation is subject to:

- (i) The Bankruptcy Court having approved the Disclosure Statement by order entered on the docket of the Chapter 11 Case; and
- (ii) The Confirmation Order becomes a final Order, unless the Debtor and the Class 2 Claim holder waive the requirement of finality.

13.2 Effective Date Conditions Precedent. The occurrence of the Effective Date is subject to:

- (i) The Confirmation Order becoming a Final Order unless the Debtor and the Class 2 Claim holder waive the requirement of finality. ; and
- (ii) No stay of the Confirmation Order shall then be in effect and no unresolved request for revocation under section 1144 of the Bankruptcy Code shall be pending.

ARTICLE XIV
MISCELLANEOUS PROVISIONS

14.1 Headings. The headings used herein are inserted for convenience only and neither constitute a substantive portion hereof nor in any manner affect the provisions hereof.

14.2 Business Day. If any payment or act under the Plan is required to be made or performed on a date that is not a Business Day, then the making of such payment or the performance of such act may be completed on the next succeeding Business Day, but shall be deemed to have been completed as of the required date.

14.3 Timing. Wherever the Plan provides that a payment or distribution shall occur “on” any date, it shall mean “on, or as soon as practicable after” such date.

14.4 Manner of Payment. Any payment made under the Plan may be made either by check or by wire transfer, except that the payment of net sale proceeds to the Class 2 claim holder described in Section 5.1.2 shall be made by immediately available funds to be paid by wire transfer by the closing agent.

14.5 Authorization of Business Action. The occurrence of the Effective Date shall constitute Bankruptcy Court authorization for the Reorganized Debtor to take or cause to be taken any business action necessary or appropriate after the Effective Date for the effectuation of the Plan and such action will be authorized and approved in all respects and for all purposes without any requirement of further action by any other Person.

14.6 Exculpation. Neither the Reorganized Debtor nor any of its members, officers, respective attorneys, advisors or agents shall have any liability to any holder of a Claim or Equity Interest for any act or omission in connection with, or arising out of, this Chapter 11 Case, the administration or consummation of the Plan or the property to be distributed under the Plan, except for willful misconduct or gross negligence.

14.7 Severability. Should any provision in this Plan be determined to be unenforceable, such determination shall in no way limit or affect the enforceability and operative effect of any other provisions of the Plan.

14.8 Reservation of Rights. Neither the filing of the Plan, nor any statement or provision contained in the Plan or the Disclosure Statement, shall be deemed to be a waiver of any rights, remedies, defenses or claims by the Debtor or the Reorganized Debtor, and all such rights, remedies, defenses or claims are hereby specifically reserved.

14.9 Plan Controls. To the extent the Plan is inconsistent with the Disclosure Statement, the provisions of the Plan shall control.

14.10 Notice.

14.10.1 Any notices or requests made in connection with this Plan shall be in writing and served either by (i) certified mail, return receipt requested, postage prepaid, (ii) hand delivery, or (iii) commercial overnight delivery service, freight prepaid, and will be deemed to have been given when received by the following parties at the following addresses:

To the Debtor: TSC/Nester's Landing, LLC
8600 Snowden River Parkway
Suite 201
Columbia, Maryland 21045
Attention: S. Bruce Jaffe

With a copy to: David W. Cohen, Esquire
1 North Charles Street
Suite 350

Baltimore, MD 21201

14.10.2 All notices, requests and distributions to any creditor or Equity Interest holder shall be sent to such Creditor or Equity Interest holder at the address given in each creditor's proof of claim or each Equity Interest holder's proof of interest. With regard to those scheduled creditors or Equity Interest holders who did not file a proof of claim or interest, all notices, requests and distributions shall be sent to such Creditor or Equity Interest holder at the address listed in the Debtor's schedules, unless the Reorganized Debtor receives other instructions in writing from such creditor(s) or Equity Interest holder(s). Notices, requests and distributions to creditors or Equity Interest holders shall be deemed to have been given when mailed to such address or deposited with a commercial overnight delivery service. It shall be the obligation of creditors or Equity Interest holders to provide written notice of any change in address to the Debtor or the Reorganized Debtor.

14.11 United States Trustee Fees and Reports. All fees payable pursuant to section 1930 of Title 28 of the United States Code after the Effective Date shall be paid on a quarterly basis until the Chapter 11 case is closed, converted, or dismissed. The reorganized Debtor is liable for the payment of all quarterly fees due pursuant to section 1930 of Title 28 after the Effective Date. The reorganized Debtor shall file with the Court and provide the United States Trustee with post-confirmation quarterly reports that shall include all of its disbursements for that quarter.

14.12 Other Documents and Actions. The Debtor and/or the Reorganized Debtor may execute such documents and take such other actions as are necessary to effectuate the transactions provided for in the Plan.

14.13 Successors and Assigns. The rights, benefits and obligations of any Person or Entity named or referred to in the Plan shall be binding on, and shall inure to the benefit of, any heir, executor, administrator, successor or assign of such Person or Entity.

14.14 Post-Effective Date Effect of Evidences of Claims or Equity Interests. Except as otherwise expressly provided in the Plan, notes, bonds, membership certificates and other evidences of Claims against or Equity Interests in the Debtor shall, effective upon the Effective Date, represent only the right to participate in the distributions contemplated by the Plan or the retention of Equity Interests under the Plan.

14.15 Governing Law. Unless a rule of law or procedure is supplied by (i) Federal law (including the Bankruptcy Code and Bankruptcy Rules), or (ii) an express choice of law provision in any agreement, contract, instrument or document provided for, or executed in connection with, the Plan, the rights and obligations arising under the Plan and any agreements, contracts, documents and instruments executed in connection with the Plan shall be governed by, and construed and enforced in accordance with, the laws of the State of Maryland without giving effect to the principles of conflict of laws thereof.

14.16 Confirmation Pursuant to sections 1129(a)(10) and 1129(b) of the Bankruptcy Code. Section 1129(a)(10) of the Bankruptcy Code shall be satisfied for purposes of confirmation by acceptance of the Plan by an impaired Class. If any class of Claims or Equity

Interests entitled to vote on the Plan does not accept the Plan pursuant to section 1126(c), the Debtor reserves the right to request confirmation of the Plan under section 1129(b) of the Bankruptcy Code and to modify the Plan to the extent, if any, that confirmation pursuant to section 1129(b) of the Bankruptcy Code requires modification.

ARTICLE XV
RETENTION OF JURISDICTION

15.1 The Bankruptcy Court shall retain jurisdiction after confirmation of the Plan for the following purposes:

- (i) to determine the allowance and classification of any Claim or Equity Interest, the reexamination of Claims or Equity Interests which have been allowed for purposes of voting, and the determination of any objections to Claims or Equity Interests that may be or may have been filed;
- (ii) to determine motions to estimate Claims at any time, regardless of whether the Claim to be estimated is the subject of a pending objection, a pending appeal, or otherwise;
- (iii) to determine motions to subordinate Claims or Equity Interests at any time and on any basis permitted by applicable law;
- (iv) to construe or take any action to enforce this Plan and to issue such orders as may be necessary for the implementation, execution, and consummation of this Plan;
- (v) to determine any and all applications for allowance of compensation or reimbursement of expenses of Professionals;
- (vi) to determine any other requests for payment of Administrative Expense Claims;
- (vii) to resolve any disputes arising under or relating to this Plan;
- (viii) to modify the Plan pursuant to section 1127 of the Bankruptcy Code and applicable Bankruptcy Rules;
- (ix) to take any action to correct any defect, cure any omission, or reconcile any inconsistency in this Plan or the Confirmation Order as may be necessary to carry out the purposes and intent of this Plan;
- (x) to enter any order, including injunctions, necessary to enforce the rights, title and powers of the Debtor or the Reorganized Debtor and to impose such limitations, restrictions, terms and conditions of such rights, title and powers as the Bankruptcy Court may deem necessary;
- (xi) to enforce any order previously entered by the Bankruptcy Court in this case and to enter the Closing Order;

(xii) to determine pending applications for the assumption or rejection of executory contracts or unexpired leases to which a Debtor is a party or with respect to which a Debtor may be liable, and to hear and determine, and if need be to adjudicate, any and all Claims arising therefrom;

(xiii) to determine applications, adversary proceedings and contested or litigated matters and all causes of action, whether pending on the Effective Date or commenced thereafter;

(xiv) to issue orders in aid of execution of the Plan to the extent authorized by section 1142 of the Bankruptcy Code;

(xv) to determine such other matters as may be set forth in the Confirmation Order;

(xvi) to consider and act on the compromise and settlement of any Claim against, or cause of action on behalf of, the Debtor or its Estate;

(xvii) to enter such orders as may be necessary or appropriate in connection with the Debtor, Reorganized Debtor or the Assets, wherever located;

(xviii) to hear and determine any motions or contested matters involving taxes, tax refunds, tax attributes and tax benefits and similar and related matters with respect to the Debtor arising prior to the Effective Date or relating to the administration of the Chapter 11 Case, including, without limitation, matters involving Federal, state and local taxes in accordance with sections 346, 505 and 1146 of the Bankruptcy Code;

(xix) to enforce all orders, judgments, injunctions, releases, exculpations, indemnifications and rulings issued or entered in connection with this Chapter 11 Case or the Plan;

(xx) to enter such orders as may be necessary or appropriate to aid confirmation of and to facilitate implementation of the Plan, including, without limitation, any orders as may be appropriate in connection with the Equity Infusion; and

(xxi) to determine any matter not inconsistent with the Bankruptcy Code or the Plan.

ARTICLE XVI
ENTRY OF FINAL DECREE AND CLOSING OF CASE

Once the Reorganized Debtor has substantially performed all of the duties specified in the Plan and commenced making such payments to holders of Allowed Administrative Expense Claims and Allowed Claims as are contemplated in Articles II and V, it shall file a certification of full administration and apply for the entry of a final decree.

Dated: November 21, 2018

Respectfully submitted,

TSC/NESTER'S LANDING, LLC

By: /s/ S. Bruce Jaffe
Name: S. Bruce Jaffe
Title: Manager

/s/ David W. Cohen
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