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5
 6 **UNITED STATES BANKRUPTCY COURT**
 7 **DISTRICT OF NEVADA**

8 In re:	Case No. 16-10686-MKN
9 BLUE LEOPARD L.L.C.	
10 Debtor(s)	Chapter: 11
	Hearing Date: November 2, 2016
	Hearing Time: 9:30 A.M.

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 12
 13 **AMENDED DISCLOSURE STATEMENT FOR THE PLAN OF REORGANIZATION OF**
 14 **BLUE LEOPARD L.L.C.**

15
 16 **Table of Contents**

17 **I. INTRODUCTION 4**

18 **II. VOTING INFORMATION 4**

19 **Deadlines for Voting and Objecting; Date of Plan Confirmation Hearing..... 4**

20 **Time and Place of the Hearing to Confirm the Plan..... 4**

21 **Deadline for Voting to Accept or Reject the Plan..... 4**

22 **Deadline for Objecting to Confirmation of the Plan. 4**

23 **Identity of Person to contact for more information..... 5**

24 **III. BACKGROUND..... 5**

25 **The Debtor’s History..... 5**

26 **Events Leading to Chapter 11 Filing..... 5**

27 **The Debtor’s Profits..... 6**

28 **The Debtor’s Affiliations 6**

Significant Events during the Bankruptcy Case 6

Reorganization Strategy..... 7

IV. SUMMARY OF THE PLAN OF REORGANIZATION..... 8

AND TREATMENT OF CLAIMS AND EQUITY INTEREST 8

What is the purpose of the plan of Reorganization? 8

Who may file a Plan..... 8

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1 **Unclassified Claims..... 8**

2 **Administrative Expenses 8**

3 **Priority Tax Claims..... 9**

4 **Classes of Claims..... 9**

5 **Classes of Secured Claims 10**

6 **Classes of General Unsecured Claims 14**

7 **Class 9 - Equity Security Holders of the Debtor, and Equity Contribution from Debtor’s**

8 **Equity Interest Holders 14**

9 **V MEANS OF IMPLEMENTING THE PLAN 15**

10 **General Settlement of Claims 15**

11 **Disbursements to Classes of Creditors..... 15**

12 **Restructuring Transactions 16**

13 **New Corporate Existence 16**

14 **Vesting of Assets in the Reorganized Debtor 16**

15 **Tax consequences of the Plan..... 17**

16 **VI. CONFIRMATION REQUIREMENTS AND PROCEDURES 17**

17 **Who May Vote or Object 18**

18 **Ballots to Accept or Reject the Plan..... 18**

19 **What is an Allowed Claim?..... 19**

20 **What is an Impaired Claim? 19**

21 **Who is NOT Entitled to Vote?..... 20**

22 **Who can Vote In More Than One Class..... 20**

23 **Votes Necessary to Confirm the Plan 20**

24 **Votes Necessary for a Class to Accept the Plan..... 20**

25 **Fair Treatment of Non-Accepting Classes 20**

26 **Liquidation Analysis 21**

27 **Feasibility 21**

28 **Ability to Initially Fund the Plan 21**

Ability to Make Future Plan Payments and Operate Without Further Reorganization 21

VII. EFFECT OF CONFIRMATION PLAN 22

Discharge of the Debtor 22

Modification of the Plan..... 22

Final Decree 22

VIII. OTHER PLAN PROVISIONS..... 23

Vesting of Assets in the Debtor 23

Effectuating Documents; Further Transactions; Exemption from Certain Transfer Taxes..23

Revocation of Plan 23

Successors and Assigns..... 24

Reservation of Rights 24

Further Assurances..... 24

Severability 24

Filing of Additional Documents 24

1 **DISCLOSURE STATEMENT DESCRIBING CHAPTER 11 PLAN OF**
2 **REORGANIZATION BY BLUE LEOPARD L.L.C.**

3
4 **THE VOTING DEADLINE IS _____, (UNLESS THE DEBTOR**
5 **EXTENDS THE VOTING DEADLINE).**

6 **TO BE COUNTED AS A VOTE TO ACCEPT OR REJECT THE PLAN, THE**
7 **DEBTOR’S COUNSEL, THE BALLSTAEDT LAW FIRM, 9555 S. EASTERN**
8 **AVE., #210, LAS VEGAS, NV 89123 MUST ACTUALLY RECEIVE YOUR**
9 **BALLOT ON OR BEFORE THE VOTING DEADLINE.**

10 **THE INFORMATION CONTAINED IN THIS DISCLOSURE STATEMENT, THE**
11 **PLAN AND ANY EXHIBITS ATTACHED HERETO IS SPECULATIVE, AND**
12 **SUCH DOCUMENTS SHOULD NOT BE RELIED UPON IN MAKING**
13 **INVESTMENT DECISIONS WITH RESPECT TO THE DEBTOR OR ANY OTHER**
14 **ENTITIES THAT MAY BE AFFECTED BY THIS CHAPTER 11 CASE.**

15 **THE DEBTOR IS PROVIDING THE INFORMATION IN THIS DISCLOSURE**
16 **STATEMENT FOR THE PLAN OF REORGANIZATION OF BLUE LEOPARD**
17 **L.L.C. (DEBTOR) UNDER CHAPTER 11 OF THE BANKRUPTCY CODE TO**
18 **HOLDERS OF CLAIMS ENTITLED TO VOTE ON THE PLAN FOR THE**
19 **PURPOSE OF SOLICITING VOTES TO ACCEPT THE PLAN. NOTHING IN**
20 **THIS DISCLOSURE STATEMENT MAY BE RELIED UPON OR USED BY ANY**
21 **ENTITY FOR ANY OTHER PURPOSE.**

22 **THIS DISCLOSURE STATEMENT HAS BEEN PREPARED PURSUANT TO**
23 **SECTION 1125 OF THE BANKRUPTCY CODE AND BANKRUPTCY RULES**
24 **3016(b) AND 3017(d) AND IS NOT NECESSARILY IN ACCORDANCE WITH**
25 **FEDERAL OR STATE SECURITIES LAWS OR OTHER SIMILAR LAWS.**

26 **THE DEBTOR URGES EACH HOLDER OF A CLAIM TO CONSULT WITH ITS**
27 **OWN ADVISORS WITH RESPECT TO ANY LEGAL, FINANCIAL, SECURITIES,**
28 **TAX OR BUSINESS ADVICE IN REVIEWING THIS DISCLOSURE**
 STATEMENT, THE PLAN AND EACH OF THE PROPOSED TRANSACTIONS
 CONTEMPLATED THEREBY. FURTHERMORE, THE BANKRUPTCY
 COURT’S APPROVAL OF THE ADEQUACY OF DISCLOSURE CONTAINED IN
 THIS DISCLOSURE STATEMENT DOES NOT CONSTITUTE THE
 BANKRUPTCY COURT’S APPROVAL OF THE MERITS OF THE PLAN.

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1 **I. INTRODUCTION**

2
3 This document is the Disclosure Statement (the "Disclosure Statement") in the
4 Business chapter 11 bankruptcy case of BLUE LEOPARD L.L.C. ("Debtor" or the
5 "Business"). This Disclosure Statement contains information about the Debtor and
6 describes its Plan of Reorganization (the "Plan") which will be filed contemporaneously with
7 this disclosure statement in accordance with the United States Bankruptcy Code, 11 U.S.C.
8 101, et seq. (the "Bankruptcy Code"). A full copy of the Plan of Reorganization is attached
9 to this Disclosure Statement as "Exhibit A."

10
11 YOU SHOULD READ THE PLAN AND THIS DISCLOSURE STATEMENT
12 CAREFULLY AND DISCUSS THEM WITH YOUR ATTORNEY. IF YOU DO NOT HAVE AN
13 ATTORNEY, YOU MAY WISH TO CONSULT ONE. YOUR RIGHTS MAY BE AFFECTED.

14 **II. VOTING INFORMATION**

15 Deadlines for Voting and Objecting; Date of Plan Confirmation Hearing

16 This Disclosure Statement was *conditionally* confirmed on _____, and a
17 hearing for Final Approval of the Disclosure Statement will be held on _____.

18 This section describes the procedures pursuant to which the Debtors seek to have the Plan
19 confirmed. In addition, included with this Disclosure Statement is the Notice of Confirmation,
20 which sets forth objection deadlines, as well as other important dates, deadlines and time
21 periods.

22 Time and Place of the Hearing to Confirm the Plan.

23 The Court will hold a hearing on _____ at _____ to determine whether to
24 confirm the plan, at the United States Bankruptcy Court for the District of Nevada, 300 South
25 Las Vegas Blvd, Las Vegas, Nevada, 89101

26 Deadline for Voting to Accept or Reject the Plan.

27 If you are entitled to vote to accept or reject the Plan, enclosed is a ballot describing your
28 claim. Please, complete the ballot, as indicated, and return the ballot in the enclosed
envelope to Debtor's counsel: **The Deadline to Vote on the Plan is** _____.

Deadline for Objecting to Confirmation of the Plan.

Objections to the confirmation of the Plan must be filed with the Court and served upon
Debtor's counsel. **The Deadline to Object to the Plan is** _____.

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1 Identity of Person to contact for more information

2 If you want additional information about the Plan, you should contact Ballstaedt Law Firm,
3 9555 S Eastern Ave. Suite 210, Las Vegas, NV 89123. Phone (702) 715-0000, Fax (702)
4 666-8215, email: help@ballstaedtlaw.com.

5 **IMPORTANT NOTICE**

6 THE PLAN, DISCLOSURE STATEMENT, AND BALLOTS CONTAIN IMPORTANT
7 INFORMATION THAT IS NOT INCLUDED IN THIS SUMMARY. THAT INFORMATION
8 COULD MATERIALLY AFFECT YOUR RIGHTS. YOU SHOULD THEREFORE READ THE
9 PLAN, DISCLOSURE STATEMENT, AND BALLOTS IN THEIR ENTIRETY. YOU ALSO
10 SHOULD CONSULT WITH YOUR LEGAL AND FINANCIAL ADVISORS BEFORE VOTING
ON THE PLAN.

11 **III. BACKGROUND**

12 The Debtor's History

13 The Debtor is a business which operates as a holding company for five pieces of real
14 estate. BLUE LEOPARD L.L.C. ("Debtor") is owned 50% by J Colby Wheeler, and 50% by
15 Chad Slade. Debtor's property portfolio is somewhat unique as each property is encumbered
16 by a mortgage or mortgages in the name of a previous owner. The previous owner for each
17 property later surrendered the property in bankruptcy or otherwise abandoned the property
18 and sold the property for a nominal fee to Debtor. Debtor took each property subject to its
19 mortgages or other encumbrances. Of the six properties owned by Debtor, 2201 Ramsgate
20 Dr., Unit 1027, Henderson, NV 89012 was not owned by Debtor on the Date the bankruptcy
21 case was filed, however, on May 17, 2016 the Grant, Bargain, Sale Deed was recorded with
22 the Clark County Treasurer deeding the property into Debtor's name. Also, 3412 Helmsman
23 Drive, North Las Vegas, NV 89032 was not part of Debtor's estate on the date of filing this
instant case. However, a Grant Bargain Sale Deed was executed on May 20, 2016, and
recorded at the Clark County Recorder's Office on May 25, 2016. All the properties owned
by Debtor are located in Las Vegas or Henderson, Nevada area and are investment
properties.

24 Events Leading to Chapter 11 Filing.

25 Because these properties are subject to mortgages that are not in Debtor's name,
26 Debtor chose to file chapter 11 bankruptcy in order to satisfy the encumbrances on each
27 property by paying the secured portion of the mortgages on the properties, pursuant to
28 §506(a) of the bankruptcy code, and to pay the secured portions of the liens in a manner
that is consistent with the industry standard, over the course of a 30 year note. This Chapter

1 11 bankruptcy will focus on the reamortization and re-scheduling of the first mortgage loans
2 on three of the properties, as well as re-scheduling the loans on the other two. The general
3 unsecured class will be paid a disbursement of \$3,720 from the disposable income.

4 The Debtor's Profits

5 Debtor is working to enter into lease agreements for all six of its properties.
6 However, presently two of the properties are vacant. Debtor has the potential to earn
7 \$7,075/month in rents, assuming fully rented. In May, 2016 debtor received \$2,400 in
8 monthly rental income. Debtor has been able to stay in operations because of capital
9 contributions from the two principals of the business. This proposed plan will produce
10 positive cash flow of \$303.29/month from Debtor's properties. Debtor's plan proposes to re-
11 amortize all mortgage loans over 30 years, which will produce the income for Debtor to
12 remain profitable.

11 The Debtor's Affiliations

12 After the date of the petition, Law Firm was retained by **RED LIZARD INVESTMENT**
13 **POOL 1 LLC** ("Red Lizard Investment Pool"). Red Lizard Investment Pool 1 LLC is owned
14 49.5% by J Colby Wheeler, 49.5% by Chad Slade, and 1% by **Red Lizard Productions**.
15 Red Lizard Investment Pool is a Debtor in Chapter 11 Bankruptcy, Case 16-11886-MKN.
16 Red Lizard Investment Pool is a series LLC while Red Lizard Productions is the master LLC.
17 Debtor and Red Lizard Investment Pool are affiliated within the definition of §101(2)(B).
18 Both cases are owned by the same principals, J Colby Wheeler and Chad Slade. Colby
19 Wheeler serves as the managing member of both. Both Debtors are very similar in that
20 each own real estate properties encumbered by mortgage liens from prior owners. Neither
21 Debtor has any debts other than the mortgage liens securing real estate. Both businesses
22 have the same operations and revenue (through rental income) and both bankruptcy cases
23 face the same legal challenges.

20 Debtor has common owners with two other affiliated bankruptcy cases. The first is
21 **RPL-Ramsgate Dr, LLC**, Bankruptcy Case No. 15-15503-MKN which was filed on
22 September 24, 2015, dismissed on April 18, 2016 and terminated on May 4, 2016. The
23 second affiliated case is **RLP-Teal Ridge Hills Dr, LLC**, and Bankruptcy Case No. 15-
24 16754-Led which was filed on December 3, 2015 and dismissed on January 22, 2016 and
25 terminated on February 4, 2016.

24 Significant Events during the Bankruptcy Case

26 After the Petition Date, and in addition to filing its voluntary petition for relief, the
27 Debtor and or parties of interest filed other motions with the Bankruptcy Court. The
28 Bankruptcy Court entered an order to allow the Debtor to retain bankruptcy counsel to assist

1 with the administration of the Chapter 11 case. Specifically, the significant events in the case
2 to this point are as follows:

- 3 1) Approval of the Application to Employ the Ballstaedt Law Firm as attorney for
4 Debtor (Dkt #55).
- 5 2) Order Granting the Motion for Relief from the Automatic Stay regarding 1729
6 COMSTOCK DR, HENDERSON, NV 89014 (Dkt #52).
- 7 3) Pending Motion to allow use of Cash Collateral (Dkt #13)
- 8 4) An order granting a Motion to Value Collateral regarding 316 Lingerig Lane,
9 Henderson, NV 89012 (Dkt #89).
- 10 5) Pending Motion to Value Collateral Property 3334 King Elder Street, Las Vegas,
11 NV 89117 (Dkt #58)
- 12 6) An Order granting a motion to Value Collateral regarding 1729 Comstock Drive,
13 Henderson, NV 89014 (Dkt #90).
- 14 7) An Order granting a Motion to Use Cash Collateral regarding 316 Lingerig Lane,
15 Henderson, NV 89012, 3334 King Elder St., Las Vegas, NV 89117, and 1729
16 Comstock Drive, Henderson, NV 89014 (Dkt #96).
- 17 8) An Order granting Relief from the Automatic Stay regarding 3412 Helmsman
18 Drive, North Las Vegas, NV 89032 (Dkt #97).
- 19 9) An Order granting In Relief from the Automatic Stay and In Rem Relief regarding
20 7885 W Flamingo Road, Unit 2167, Las Vegas, Nevada 89147 (Dkt #101)
- 21 10) An Order Denying the Use of Cash Collateral relating to 2201 Ramsgate Drive
22 and 7885 W Flamingo Road, Unit 2167 (Dkt #102).

23 The Debtor has not filed any adversary proceedings at the time. Debtor has
24 petitioned the Court to retain one professional: Seth D. Ballstaedt, Esq. as their bankruptcy
25 counsel, which was approved.

26 Debtor is party to no lawsuits.

27 Reorganization Strategy

28 The Debtor developed its reorganization strategy to (a) pay all priority and tax claims
(b) address the factors that led to the bankruptcy filing; and (c) enable the Debtor to survive
and emerge from chapter 11. Specifically, this reorganization strategy is to allow Debtor to
continue operations while providing time to pay back all unsecured debt. Debtor has
elected to assume the residential lease agreements where Debtor acts as Landlord for the
two investment properties.

1 **IV. SUMMARY OF THE PLAN OF REORGANIZATION**
 2 **AND TREATMENT OF CLAIMS AND EQUITY INTEREST**

3
 4 What is the purpose of the plan of Reorganization?

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

9 Who may file a Plan

10 Debtor is a corporation (LLC). Pursuant to section 1121 the Debtor has the
 11 exclusive right to file a plan during the first 180 days of the case, after which time any party
 12 in interest (a creditor's committee, a trustee, etc.) may file a plan, or if the debtor has not
 13 filed a plan before the first 180 days.

14 Unclassified Claims

15 Certain types of claims are automatically entitled to specific treatment under the
 16 Code. They are not considered impaired, and holders of such claims do not vote on the
 17 Plan. They may, however, object if, in such creditor's view, its treatment under the Plan
 18 does not comply with that required by the Code. As such, the Debtor does not classify
 19 administrative claims.

20 Administrative Expenses

21 Administrative expenses are costs or expenses of administering the Debtors' Chapter
 22 11 case which are allowed under section 507(a)(2) of the Bankruptcy Code. Administrative
 23 expenses also include the value of any goods or services sold to the Debtors in the ordinary
 24 course of business. The Bankruptcy Code requires that all administrative expenses be paid
 25 on the effective date of the Plan, unless a particular claimant agrees to a different treatment.
 26 The following chart lists the Debtors' estimated administrative expense and their proposed
 27 treatment under the Plan:

<u>Type</u>	<u>Estimated Amount Owed</u>	<u>Proposed Treatment</u>
Professional fees for Debtors' Counsel in this case arising from	est. \$20,000	A \$11,000.00 Retainer was paid before the commencement of this case, of which \$1,717.00 was applied to the cost of the filing fee in this proceeding. The remaining balance of professional fees due will be paid upon confirmation or in

1 2 3	the ordinary course of business after the petition date		monthly payments of \$225/month commencing on the effective date of the plan and continuing until remaining court approved fees are paid in full, and before any funds are disbursed to the general unsecured class.
4 5 6	Expenses arising in the ordinary course of business	None at this time. Current as of the date of filing of the Disclosure Statement	Paid in full on the effective date of the Plan, or according to terms of obligation if later.
7	Clerk's Office Fees	None at this time	Paid in full on the effective date of the Plan
8 9	Office of the US Trustee Fees	None at this time	Paid in full on the effective date of the Plan or as they come due each quarter until the case is closed.
10	Vendor Fees	None at this time	Paid in the ordinary course

Priority Tax Claims

Priority tax claims are unsecured income, employment, and other taxes described by Section 507(a)(8) of the Bankruptcy Code. Unless the holder of such a Section 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. Debtor has no priority tax claims.

Classes of Claims

One of the key concepts under the Bankruptcy Code is that only claims that are "allowed" may receive distributions under a chapter 11 plan. In general, an "allowed" claim simply means that the debtor agrees, or in the event of a dispute, that the Bankruptcy Court or other court of appropriate jurisdiction determines, that the claim, and the amount thereof, is in fact a valid obligation of the debtor.

The Bankruptcy Code requires that, for purposes of treatment and voting, a chapter 11 plan divides the different claims against the debtor into separate classes based upon their legal nature. Claims of a substantially similar legal nature are usually classified together. If a class of claims or interests is "impaired," the Bankruptcy Code affords certain rights to holders of such claims or interests, including the right to vote on the plan. Under section 1124 of the Bankruptcy Code, a class of claims or interests is "impaired" unless the plan (i) does not alter the legal, equitable and contractual rights of the holders or (ii) irrespective of the holders' acceleration rights, cures all defaults (other than those arising from the debtor's insolvency, the commencement of the case or nonperformance of a nonmonetary obligation), reinstates the maturity of the claims or interests in the class, grants

1 such holder a claim for damages incurred, and does not otherwise alter the holders' legal,
2 equitable and contractual rights.

3 The categories of Claims listed below classify Claims for all purposes, including,
4 without limitation, voting, confirmation and distribution pursuant hereto and pursuant to
5 Bankruptcy Code sections 1122 and 1123(a)(1). The Plan deems a Claim to be classified in
6 a particular Class only to the extent that the Claim qualifies within the description of that
7 Class and shall be deemed classified in a different Class to the extent that any remainder of
8 such Claim qualifies within the description of such different Class. A Claim is in a particular
9 Class only to the extent that any such Claim is allowed in that Class and has not been paid,
10 released or otherwise settled prior to the Effective Date. If there are no Claims in a particular
11 Class, then such Class of Claims shall not exist for all purposes of the Plan.

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

14 Classes of Secured Claims

15 Allowed Secured Claims are claims secured by property of the Debtor's bankruptcy estate
16 (or that are subject to set off) to the extent allowed as secured claims under Section 506(a)
17 of the Bankruptcy Code. If the value of the collateral or set offs securing the creditor's claim
18 are less than the amount of the creditor's allowed claim, the deficiency will be classified as a
19 general, unsecured claim and treated in Class 8. The following chart lists the Debtor's
20 proposed treatment of secured claims under the Plan:

21 <u>Class</u>	22 <u>Description</u>	23 <u>Impairment</u>	24 <u>Treatment</u>
25 1	26 Secured Claim of 27 Barrington 28 Capital Corp regarding the mortgage claim against 316 LINGERING LN, HENDERSON, NV 89012	Impaired	Barrington Capital Corp shall have an allowed secured claim of \$300,000. The mortgage claim of Barrington Capital Corp shall be re-amortized and rescheduled over 360 months at 4.5% interest fixed per annum. Monthly principal and interest payments of \$1,520.06 shall commence on the effective date of the plan and continue for a term of 30 years (360 months) or until paid in full, whichever comes first. Debtor shall also tender to Barrington Capital Corp funds to be placed into an escrow account each month which equal 1/12 of the yearly tax and hazard funds paid by Barrington Capital Corp. It is estimated that the monthly escrow payment to be paid by Debtor shall be \$219.19 per month. The Mortgage Note shall govern all other terms of this claim. The unsecured portion of Barrington Capital Corp's claim shall be reclassified as a Class 8 General Unsecured Claim to receive a disbursement on a pro-rata basis with other members of the General Unsecured Class.
2	Secured claim of	Impaired	US Bank National Association shall have an allowed secured

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	US BANK NATIONAL ASSOCIATION regarding the Mortgage claim against 3334 KING ELDER ST, LAS VEGAS, NV 89117		<p>claim of \$200,000. The mortgage claim of US Bank National Association shall be re-amortized and rescheduled over 360 months at 4.5% interest fixed per annum. Monthly principal and interest payments of \$1,013.37 shall commence on the effective date of the plan and continue for a term of 30 years (360 months) or until paid in full, whichever comes first. Debtor shall also tender to US Bank National Association funds to be placed into an escrow account each month which equal 1/12 of the yearly tax and hazard funds paid by US Bank National Association. It is estimated that the monthly escrow payment to be paid by Debtor shall be \$148.97 per month. The escrow amount is subject to change. The Mortgage Note shall govern all other terms of this claim.</p> <p>The unsecured portion of US Bank National Association's claim shall be reclassified as a Class 8 General Unsecured Claim to receive a disbursement on a pro-rata basis with other members of the General Unsecured Class.</p>
3	Secured claim of US Bank National Associations, regarding the Mortgage Claim against 1729 COMSTOCK DR, HENDERSON, NV 89014	Impaired	<p>US Bank National Association shall have an allowed secured claim of \$150,000.00. The mortgage claim of US Bank National Association shall be re-amortized and rescheduled over 360 months at 4.5% interest fixed per annum. Monthly principal and interest payments of \$760.03 shall commence on the effective date of the plan and continue for a term of 30 years (360 months) or until paid in full, whichever comes first. Debtor shall also tender to US Bank National Association funds to be placed into an escrow account each month which equal 1/12 of the yearly tax and hazard funds paid by US Bank National Association. It is estimated that the monthly escrow payment to be paid by Debtor shall be \$100.11 per month. The escrow amount is subject to change. The Mortgage Note shall govern all other terms of this claim.</p> <p>The unsecured portion of US Bank National Association's claim shall be reclassified as a Class 8 General Unsecured Claim to receive a disbursement on a pro-rata basis with other members of the General Unsecured Class.</p>
4	Secured claim of PennyMac Holdings, LLC, regarding the Mortgage Claim against 7885 W FLAMINGO RD UNIT 2167, LAS VEGAS, NV 89147	Impaired	<p>The claim of PennyMac Holdings, LLC will be based on the total amount of the claim of \$86,334.65. The mortgage claim of PennyMac Holdings, LLC shall be re-amortized and rescheduled over 360 months at 4.5% interest fixed per annum. Monthly principal and interest payments of \$437.44 shall commence on the effective date of the plan and continue for a term of 30 years (360 months) or until paid in full, whichever comes first. Debtor shall also tender to PennyMac Holdings, LLC funds to be placed into an escrow account each month which equal 1/12 of the yearly tax and hazard funds</p>

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1			paid by PennyMac Holdings, LLC. It is estimated that the monthly escrow payment to be paid by Debtor shall be \$60.11 per month. The escrow amount is subject to change. The Mortgage Note shall govern all other terms of this claim.
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3			
4	5	Secured claim of DEUTSCHE BANK NATIONAL TRUST COMPANY, AS TRUSTEE FOR THE VENDEE MORTGAGE TRUST 2003-2, UNITED STATES DEPARTMENT OF VETERANS AFFAIRS GUARANTEED REMIC PASS-THROUGH CERTIFICATES, regarding the Mortgage Claim against 2201 Ramsgate Dr., Unit 1027, Henderson, NV 89012	Impaired
5			The claim of DEUTSCHE BANK NATIONAL TRUST COMPANY, AS TRUSTEE FOR THE VENDEE MORTGAGE TRUST 2003-2, UNITED STATES DEPARTMENT OF VETERANS AFFAIRS GUARANTEED REMIC PASS-THROUGH CERTIFICATES ("Deutsche Bank") will be based on the total amount of the claim of \$72,642.45. The mortgage claim of Deutsche Bank shall be re-amortized and rescheduled over 360 months at 4.5% interest fixed per annum. Monthly principal and interest payments of \$368.07 shall commence on the effective date of the plan and continue for a term of 30 years (360 months) or until paid in full, whichever comes first. Debtor shall also tender to Deutsche Bank, LLC funds to be placed into an escrow account each month which equal 1/12 of the yearly tax and hazard funds paid by Deutsche Bank. It is estimated that the monthly escrow payment to be paid by Debtor shall be \$60.00 per month. The escrow amount is subject to change. The Mortgage Note shall govern all other terms of this claim.
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19	6	Secured claim of Citimortgage Inc., regarding the Mortgage Claim against 3412 Helmsman Drive, North Las Vegas, NV 89032	Impaired
20			The claim of Citimortgage Inc ("Citimortgage") will be based on the total amount of the claim of \$167,458.00 as of the petition date. The mortgage claim of Citimortgage shall be re-amortized and rescheduled over 360 months, and will remain at 4.125% interest fixed per annum. Monthly principal and interest payments of \$811.58 shall commence on the effective date of the plan and continue for a term of 30 years (360 months) or until paid in full, whichever comes first. Debtor shall also tender to Citimortgage funds to be placed into an escrow account each month which equal 1/12 of the yearly tax and hazard funds paid by Citimortgage. It is estimated that the monthly escrow payment to be paid by Debtor shall be \$132.11 per month. The escrow amount is subject to change. The Mortgage Note shall govern all other terms of this claim.
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27	7	The Homeowner's	Impaired
28			NRS 116.3116(2) provides a homeowners' association ("HOA") with a true superpriority lien for up to nine (9) months

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<p>Association Claims against real property of the estate.</p>		<p>of unpaid HOA assessments. Debtor's properties are associated with the following Homeowner Associations. In the event that an HOA has a pre-petition claim, the superpriority portion of up to nine (9) months of assessments shall be paid over 1 year at 0% interest commencing on the effective date of the plan. The balance of any pre-petition claim, including fines, late fees, and assessments older than 9 months pre-petition, shall be re-classified as general unsecured to be paid on a pro-rata basis with other members of the general unsecured class for full satisfaction of the pre-petition claim. :</p> <ul style="list-style-type: none"> a) <u>Green Valley Ranch Community Association</u> C/O Terra West Management Service's claim against 316 LINGERING LN, HENDERSON, NV 89012. Debtor shall pay the pre-petition superpriority claim of \$450 (Which includes 9 months of assessments at \$50/month). Monthly payments of \$37.50 shall commence on the effective date of the plan and continue for a term of 12 months. b) <u>Village 2 Community Association</u> c/o Red Rock Financial Services' Claim against 1729 COMSTOCK DR, HENDERSON, NV 89014 – Debtor shall pay the pre-petition superiority claim of \$1624.00 (which consists of 1 month with a balance due of \$124 for the monthly assesment, 6 months of assessments at \$185.00/month, and 2 months of assessments at \$195.00/month). Monthly payments of \$135.34 shall commence on the effective date of the plan and continue for a term of 12 months. c) <u>Bluff's Community Association's</u> claim against 1729 COMSTOCK DR., HENDERSON, NV 89014 – Debtor shall pay the pre-petition superpriority claim of \$450 (Which includes 9 months of assessments at \$50/month). Monthly payments of \$37.50 shall commence on the effective date of the plan and continue for a term of 12 months. d) <u>Rancho Viejo Homeowners Association</u> c/o Associated Professional Service's claim against 7885 W FLAMINGO RD UNIT 2167, LAS VEGAS, NV 89147 – Debtor shall pay the pre-petition superpriority claim of \$2,016 (which consists of 9 months of assessments at \$224/month). Monthly payments of \$168.00 shall commence on the effective date of the plan and continue for a term of 12 months. e) <u>Legacy West Condominium Homeowners</u> Association's claim against 2201 Ramsgate Drive, #1027, Henderson NV 89074 – Debtor shall pay the pre-petition superpriority claim of \$1260 (which consists of 9 months of assessments at \$140/month). Monthly payments of \$105.00 shall commence on the
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			<p>effective date of the plan and continue for a term of 12 months.</p> <p>The petition date in this case is Feb. 18, 2016. Any post-petition balance due relating to an above-listed HOA shall be paid in full within 5 days of the effective date of the plan.</p>
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Classes of General Unsecured Claims

General unsecured claims are not secured by property of the estate and are not entitled to priority under Section 507(a) of the Bankruptcy Code. The following chart identifies the Plan's proposed treatment of Class Number 8, which contains the general unsecured claims against the Debtor:

As far as the Debtor has been able to determine correctly, Debtor estimates that the General Unsecured Claims against the estate total approximately \$257,860, which are made up completely of the bifurcated unsecured portions of the mortgage claims from classes 1, 2 and 3. Payments to this class are detailed below.

<u>Class</u>	<u>Description</u>	<u>Impairment</u>	<u>Treatment</u>
8	General Unsecured Class, comprised of non-priority general unsecured claims against Debtor	Impaired	Members of the General Unsecured Class include the bifurcated and reclassified portions of the mortgage claims of US Bank National Association and Barrington Capital Corp which have been reclassified as General Unsecured. Members of this class shall be disbursed a total of \$3,720.00, on a pro-rata basis, based on their unsecured claim amount. Monthly plan payments of \$225/month shall be tendered to the disbursement agent, commencing on the effective date of the plan and continuing for a term of 60 months. Quarterly disbursements to this class shall commence after payment in full of all administrative claims.

Class 9 - Equity Security Holders of the Debtor, and Equity Contribution from Debtor's Equity Interest Holders

Equity interest holders are parties who hold an ownership interest (i.e. equity interest). 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, the equity interest holders are the members.

In this chapter 11 case, the Debtor is a Nevada Corporation owned 50% by J Colby Wheeler, and 50% by Chad Slade. Debtor's equity interest holders shall pay all administrative costs in exchange for retaining their equity interests. It is estimated that administrative costs will total approximately \$20,000, with approximately \$9,000 due post-

1 confirmation. Disbursements to the Unsecured Class shall not be disbursed until after
2 administrative fees have been paid in full.

3 **V MEANS OF IMPLEMENTING THE PLAN**

4 General Settlement of Claims

5
6 Pursuant to section 1123 of the Bankruptcy Code and Bankruptcy Rule 9019, in
7 consideration for the classification, distributions, releases and other benefits provided under
8 the Plan, and as a result of negotiations amount the Debtor and other parties in interest,
9 upon the effective date, the provisions of the Plan shall constitute an enforceable court
10 order.

11 Disbursements to Classes of Creditors

12 Debtor shall tender payments to the secured classes of claims directly to the
13 appropriate agency as outlined in the Chapter 11 Plan. Payments to the Class 8 General
14 Unsecured Creditors shall be tendered by the Debtor directly to the creditor. Such payments
15 shall be disbursed to the members of the class on a pro rata basis. It is anticipated that
16 disbursements to members of this class shall be as follows, however, such amounts are
17 subject to change:

18	19	20	21
Blue Leopard LLC - Class 8 - General Unsecured Disbursements	Unsecured Claim Amount	Pro Rata Share of the \$3,720.00 Disbursement	Total Disbursement amount
22 Barrington Capital Corp regarding the unsecured portion of the mortgage claim against 316 LINGERING LN, HENDERSON, NV 89012	\$120,138.00	45.26%	\$1,683.82
23 US BANK NATIONAL ASSOCIATION regarding the unsecured portion of the Mortgage claim against 3334 KING ELDER ST, LAS VEGAS, NV 89117	\$19,346.00	7.29%	\$271.15
24 US Bank National Associations, regarding the unsecured portion of the Mortgage Claim against 1729 COMSTOCK DR, HENDERSON, NV 89014	\$118,376.00	44.60%	\$1,659.12
25 Legacy West Condominium Homeowners Association (2201 Ramsgate Dr., Unit 1027, Henderson, NV 89012) - pre-petition claim which has been reclassified as general unsecured.	\$2,660.00	1.00%	\$37.28
26 The Bluff's HOA (1729 Comstock Drive) - Pre-petition claim which has been reclassified as general unsecured	\$650.00	0.24%	\$9.11
27 Rancho Viejo Homeowners Association (7885 W FLAMINGO RD UNIT 2167, LAS VEGAS, NV 89147) - pre-petition claim which has been reclassified as general unsecured.	\$4,246.91	1.60%	\$59.52
28			
TOTAL	\$265,416.91	100.00%	\$3,720.00

1 Restructuring Transactions

2 Pursuant to the plan, the Reorganized Debtor shall take any actions as may be
3 necessary or appropriate to affect a restructuring of the business or the overall organization
4 structure of the Reorganized Debtor.

5 To the extent that any such restructuring transactions result in the assignment of any
6 Executory Contract or Unexpired Lease assumed under the Plan to a party other than the
7 Debtor which was originally a party to such executor contract or unexpired lease the Debtor
8 shall follow the procedures in Article VI of the Plan for the assignment of such Executory
9 Contracts and Unexpired leases under section 365 of the Bankruptcy Code. Any managing
10 member, trustee, or other appropriate officer of the Debtor, as the case may be, shall be
11 authorized to execute, deliver, file or record such contract, instruments, releases, indentures
and other agreements or documents, and take such other actions as may be necessary or
appropriate to effectuate and further evidence the terms and conditions of this Plan and the
restructuring transactions.

12 New Corporate Existence

13 The Debtor shall continue to exist after the effective date with all the powers of a
14 corporation or limited liability company pursuant to laws of the State of Nevada and pursuant
15 to the certificate of incorporation and bylaws (or other formation documents) in effect prior to
16 the effective date, in such a manner as to preserve the debtor's net operating losses for
17 federal tax purposes, except to the extent such certificate of incorporation or bylaws (or
18 other formation documents) are amended by or in connection with the plan or otherwise and,
to the extent such documents are amended, such documents are deemed to be authorized
pursuant hereto and without the need for any other approvals, authorizations, actions or
consents.

19 Vesting of Assets in the Reorganized Debtor

20 Except as otherwise provided in the Plan any sale of the Debtor's Assets or in any
21 agreement, instrument or other document relating thereto, on or after the Effective Date, all
22 property of the estate (including, without limitation, causes of action) and any property
23 acquired by the Debtor pursuant to the Plan, shall vest in the Reorganized Debtor, free and
24 clear of all liens, claims, charges or other encumbrances. Except as may be provided in the
25 Plan and any sale all or a portion of the Debtor's Assets, on and after the Effective Date, the
26 Reorganized Debtor may operate their businesses and may use, acquire or dispose of
27 property and compromise or settle any claims without supervision or approval by the
28 Bankruptcy Court and free of any restrictions of the Bankruptcy Code or Bankruptcy Rules
other than those restrictions expressly imposed by the Plan and the Confirmation Order.
Without limiting the foregoing, the Reorganized Debtor shall pay the charges that they incur
after the Effective Date for Retained Professionals' fees, disbursements, expenses or related

1 support services (including reasonable fees relating to the preparation of Retained
2 Professional fee applications) without application to the Bankruptcy Court.

3 Executory Contracts and Unexpired Leases

4 Debtors have two executory contract and/or leases: The assumption or rejection of
5 the leases is described below:

Name of Executory Contract or Lease	Assumption or Rejection in the Chapter 11 Plan
Lease Agreement with Mark Prteras tenant and Debtor as landlord of the 3334 King Elder St. property.	Debtor has elected to assume this lease agreement.
Lease Agreement with Scott K Parrish as tenant and Debtor as landlord of the 1729 Comstock Drive property.	Debtor has elected to assume this lease agreement.

11 Assumption means that the Debtors have elected to continue to perform the
12 obligations under such contracts and unexpired leases, and to cure defaults of the type that
13 must be cured under the Code, if any. If you object to the assumption of your unexpired
14 lease or executory contract, the proposed cure of any defaults, or the adequacy of
15 assurance of performance, you must file and serve your objection to the Plan within the
16 deadline for objecting to the confirmation of the Plan, unless the Court sets an earlier time.

17 Consult your advisor or attorney for more specific information about particular contracts or
18 leases. If you object to the rejection of your contract or lease, you must file and serve your
19 objection to the Plan within the deadline for objecting to the confirmation of the Plan.

20 Tax consequences of the Plan

21 Creditors concerned with how the Plan may affect tax liability should consult with their
22 Accountants, Attorneys, and/or Advisers. Debtors do not anticipate any adverse tax
23 consequences to the estate from the Plan, but do acknowledge some specific tax
24 consequences and procedures as a result of confirmation. To the extent the Debtors receive
25 any debt forgiveness income related to this Chapter 11 case, such income would not be
26 taxable under Section 108(a)(1) of the Internal Revenue Code, 26 U.S.C. §§ 1, et seq.

27 **VI. CONFIRMATION REQUIREMENTS AND PROCEDURES**

28 To be confirmable, the Plan must meet the requirements listed in Section 1129(a) or
(b) of the Bankruptcy Code. These include the requirements that: (i) the Plan must be
proposed in good faith; (ii) at least one impaired class of claims must accept the plan,
without counting votes of insiders; and (iii) 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

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1 the Plan; and (iv) the Plan must be feasible. These requirements are not the only
 2 requirements listed in Section 1129, and they are not the only requirements for confirmation.

3 Who May Vote or Object

4 Any party-in-interest may object to the confirmation of the Plan if the party believes
 5 that the requirement for confirmation is not met. Many parties-in-interest, however, are not
 6 entitled to vote to accept or reject the Plan. A creditor or equity interest holder has a right to
 7 vote for or against the Plan only if that creditor or equity interest holder has a claim or equity
 8 interest that is both (1) allowed (or allowed for voting purposes) and (2) impaired.

9 In this case, all classes are impaired. The holders of claims in each of these classes,
 10 are therefore entitled to vote to accept or reject the Plan.

11 Ballots to Accept or Reject the Plan

12 A Ballot to accept or reject the plan shall conform to Form 14. Upon approval of this
 13 disclosure statement, a ballot will be mailed to each creditor in this case. In order for a
 14 creditor's ballot to accept or reject the plan to be counted, it must be returned to the
 15 tabulation agent. A ballot looks like the following:

UNITED STATES BANKRUPTCY COURT	
DISTRICT OF NEVADA	
In re:	CASE NO.: (Case Number)
(Case Name)	CHAPTER: 11
Debtor(s)	CONF. HEARING DATE:
	CONF. HEARING TIME:
Form 14. CLASS ONE (1) BALLOT FOR ACCEPTING OR REJECTING PLAN OF REORGANIZATION	
<p>The above referenced Debtor has filed a plan of reorganization dated: (the "Plan") for the Debtor in this case. The Court has approved a disclosure statement with respect to the Plan (the "Disclosure Statement"). The Disclosure Statement provides information to assist you in deciding how to vote your ballot. If you do not have a Disclosure Statement, you may obtain a copy from Seth D. Ballstaedt, Esq., 9480 S. Eastern Ave, Suite 213, Las Vegas, NV 89123, Phone: 702-715-0000, Fax: (702) 666-8215. Court approval of the disclosure statement does not indicate approval of the Plan by the Court.</p> <p>You should review the Disclosure Statement and the Plan before you vote. You may wish to seek legal advice concerning the Plan and your classification and treatment under the Plan. Your claim has been placed in class ONE (1) under the Plan. If you hold claims or equity interests in more than one class, you will receive a ballot for each class in which you are entitled to vote.</p> <p>If your ballot is not received by Seth D. Ballstaedt, Esq., 9480 S. Eastern Ave, Suite 213, Las Vegas Nevada, 89123 on or before and such deadline is not extended, your vote will not count as either an acceptance or rejection of the Plan. If the Plan is confirmed by the Bankruptcy Court it will be binding on you whether or not you vote.</p>	
ACCEPTANCE OR REJECTION OF THE PLAN	
<p>Item 1. Voting Classification and Amount. The undersigned:</p> <p>SAMPLE CREDITOR 123 street Anytown, NV 89000</p> <p>is the holder of a Class ONE (1) claim against the Debtor regarding _____, Account # _____, in the unpaid amount of Dollars \$ _____</p>	
<p>Item 2. Vote. (Check one box only)</p> <p><input type="checkbox"/> ACCEPTS THE PLAN <input type="checkbox"/> REJECTS THE PLAN</p>	
<p>Dated: _____ Print or Type Name: _____ Signature: _____ Title (If corporation or partnership): _____ Address: _____</p>	
<p>RETURN THIS BALLOT TO: Seth D. Ballstaedt, Esq., 9480 S. Eastern Ave, Suite 213, Las Vegas, NV 89123. Phone (702) 715-0000, Fax (702) 666-8215 Help@ballstaedtlaw.com</p>	

16 Instructions for submitting a ballot to the tabulation agent are listed on the back of the
 17 ballot and are as follows:

1 This Ballot is submitted to you to solicit your vote to accept the Plan of
 2 Reorganization (the "Plan") of BLUE LEOPARD L.L.C. (the "Debtor(s)") which is
 3 described in the disclosure statement in support of the Plan (the "Disclosure Statement").
 4 A copy of the Plan is attached as Exhibit "A" to the Disclosure Statement. The United
 5 States Bankruptcy Court for the District of Nevada (the "Bankruptcy Court"), on
 6 _____, approved the Disclosure Statement. The Disclosure Statement provides
 7 information to assist you in deciding whether to accept or reject the Plan. A copy of the
 8 Disclosure Statement is enclosed with this Ballot. If you do not have a copy of the
 9 Disclosure Statement, you may obtain a copy from the Debtor's Solicitation and
 10 Tabulation Agent, The Ballstaedt Law Firm, 9555 S. Eastern Ave, Suite 210, Las Vegas,
 11 Nevada 89123, Attn: Seth D. Ballstaedt, Esq., Telephone No. (702) 715-0000.

12 Please complete, sign and date this Ballot. Return this Ballot to The Ballstaedt
 13 Law Firm, 9555 S. Eastern Ave, Suite 210, Las Vegas, Nevada 89123, Attn: Balloting
 14 Agent, Telephone No. (702)715-0000. If your Ballot is not ACTUALLY RECEIVED by
 15 5:00 p.m., Pacific Time, on _____, and such deadline is not extended, it
 16 will not be counted. The Ballstaedt Law Firm will accept Ballots by facsimile
 17 transmission Fax: (702)666-8215.

18 By signing this Ballot, you make the following certifications:

- 19 • "I have been provided with a copy of the Disclosure Statement and the exhibits
 20 thereto."
- 21 • "I understand that, if this Ballot is validly executed and returned without
 22 checking a box to ACCEPT or REJECT, this Ballot will be counted as a vote to ACCEPT
 23 the Plan."
- 24 • "I have the full power and authority to vote to accept or reject the Plan on behalf
 25 of the claimant listed on the reverse side."

26 What is an Allowed Claim?

27 Only a creditor with an allowed claim has the right to vote on the Plan. Generally, a
 28 claim is allowed if either (A) the Debtor has scheduled the claim on the Debtor's schedules,
 unless the claim has been scheduled as disputed, contingent, or un-liquidated, or (B) the
 creditor has filed a proof of claim, unless an objection has been filed to such proof of claim
 by the Debtors, in which case, such creditor cannot vote unless the court, after notice and
 hearing, either overrules the objection the objection or allows the claim 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 June 22, 2016.**

The **deadline for filing objections to Confirmation is _____.**

29 What is an Impaired Claim?

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 Section 1124 of the

1 Bankruptcy Code, a class is considered impaired if the Plan alters the legal, equitable, or
2 contractual rights of the members of that class.

3 Who is NOT Entitled to Vote?

4 The holders of the following six types of claims are not entitled to vote:

- 5
- 6 • Holders of claims that have been disallowed by an order of the Court;
- 7 • Holders of other claims that are not "allowed claims" (as discussed above), unless
8 they have been "allowed" for voting purposes;
- 9 • Holders of claims in unimpaired classes;
- 10 • Holders of claims entitled to priority pursuant to Sections 507(a)(2), or (a)(8) of the
11 Bankruptcy Code;
- 12 • Holders of claims in classes that do not receive or retain any value under the plan;
13 and
- 14 • Administrative expenses.

15 Even if you are not entitled to vote on the Plan, you have a right to object to the confirmation
16 of the Plan and to the adequacy of the Disclosure Statement.

17 Who can Vote In More Than One Class

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

21 Votes Necessary to Confirm the Plan

22 If impaired classes exist, the Court cannot confirm the Plan unless (A) at least one
23 impaired class of creditors has accepted the Plan without counting the votes of any insiders
24 within that class, or (B) all impaired classes have voted to accept the Plan, unless the Plan is
25 eligible to be confirmed by "cram down" on non-accepting classes, as discussed below.

26 Votes Necessary for a Class to Accept the Plan

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

Fair Treatment of Non-Accepting Classes

1
2 The Court may still confirm the Plan, even if one or more creditors or classes vote
3 against the Plan, if the non-accepting classes are treated in the manner prescribed by
4 Section 1129(b) of the Bankruptcy Code. A plan that binds non-accepting classes is
5 commonly referred to as a "cram down" plan. the Code allows the Plan to bind non-
6 accepting classes of claims or equity interest if it meets all the requirement for consensual
7 confirmation except the voting requirements of Section 1129(a)(8) of the Bankruptcy Code,
8 does not "discriminate unfairly," and is "fair and equitable" toward each impaired class that
9 has not voted to accept the Plan.

10 Liquidation Analysis

11 To confirm the Plan, the Court must find that all creditors who do not accept the Plan
12 will receive at least as much under the Plan as such claim holders would receive in Chapter
13 7 liquidation. A liquidation analysis is attached to this Disclosure Statement as "Exhibit C".

14 This analysis lists real property and personal property of the Debtor. Debtor has a
15 liquidation value of \$13,955.90.

16 Feasibility

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

20 Ability to Initially Fund the Plan

21 The Debtors believe that they will have either (A) enough cash on hand or (B)
22 sufficient cash flow on the effective date of the Plan to pay all claims and expenses that are
23 entitled to be paid on that date. Tables, showing the amount of cash flow to be available on
24 the effective date of the Plan, and the sources of that cash, are attached to this disclosure
25 statement as "Exhibit B," Cash Flow Analysis.

26 Ability to Make Future Plan Payments and Operate Without Further Reorganization

27 The Debtors must also show that they will have enough cash over the life of the Plan
28 to make the required Plan Payments. The Debtors' financial projections show that they will
29 have an aggregate surplus cash flow, after paying operating expenses and post-confirmation
30 taxes, as set forth in "Exhibit B." The analysis indicates that there will be sufficient cash flow
31 to pay \$303.29 per month for a total of 60 months (5 years) to pay the administrative claims.

The final Plan payments of these claims are expected to occur about October 5th, 2021.

1 You should consult with your accountant or other financial advisor if you have any
2 questions pertaining to these projections.

3 **VII. EFFECT OF CONFIRMATION PLAN**

4 Discharge of the Debtor

5 On the effective date of the Plan, the Debtor shall be discharged from any debt that arose
6 before confirmation of the Plan, subject to the occurrence of the effective date, to the extent
7 specified in § 1141(d)(1)(A) of the Code, except that the Debtor shall not be discharged of
8 any debt (i) imposed by the Plan, (ii) of a kind specified in § 1141(d)(6)(A) if a timely
9 complaint was filed in accordance with Rule 4007(c) of the Federal Rules of Bankruptcy
10 Procedure, or (iii) of a kind specified in § 1141(d)(6)(B). After the effective date of the Plan
11 your claims against the Debtor will be limited to the debts described in clauses (i) through
12 (iii) of the preceding sentence.

11 Modification of the Plan

12 Debtor, or any other party in interest, including a creditor or a trustee (if one has been
13 appointed) may modify the Plan at any time before confirmation of the Plan. The court,
14 however, may require a new Disclosure Statement and/or re-voting on the Plan.

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

21 Effective as of the date hereof and subject to the limitations and rights contained in
22 the Plan: (a) the Debtors reserve the right, in accordance with the Bankruptcy Code and the
23 Bankruptcy Rules, to amend or modify the Plan prior to the entry of the confirmation order;
24 and (b) after the entry of the confirmation order, the Debtors or the reorganized Debtor, as
25 applicable, may, upon order of the Bankruptcy Court, amend or modify the Plan, in
26 accordance with section 1127(b) of the Bankruptcy Code or remedy any defect or omission
27 or reconcile an inconsistency in the Plan in such manner as may be necessary to carry out
28 the purpose and intent of the Plan; provided, however, that any modification to the Plan shall
not affect the rights or treatment of holders of General Unsecured Claims.

26 Final Decree

27 Once the estate is fully administered, as provided in Rule 3022 of the Federal Rules
28 of Bankruptcy Procedure, the Debtor, or such other party as the Court shall designate in the

1 Plan confirmation order, shall file a motion with the Court to obtain a final decree to close the
2 case. Alternatively, the Court may enter such a final decree on its own motion.

3 **VIII. OTHER PLAN PROVISIONS**

4 Vesting of Assets in the Debtor

5
6 After confirmation of the Plan, all property of Debtor shall vest in them, free and clear
7 of all liens, claims, charges or other encumbrances, except for those liens provided for in the
8 Plan and except for those other liens affected by an order approving a Motion to value and
9 the confirmation order. The Debtor may operate business and may use, acquire or dispose
10 of property and compromise or settle any claims without supervision or approval by the
11 Bankruptcy Court and free of any restrictions of the Bankruptcy Code or Bankruptcy Rules,
12 other than those restrictions expressly imposed by the Plan and the confirmation order.

13 Without limiting the foregoing, the Debtor shall pay the charges that they incur after
14 confirmation for professional fees, disbursements, expenses or related support services
15 (including reasonable fees relating to the preparation of professional fee applications)
16 without application to the Bankruptcy Court.

17 Effectuating Documents; Further Transactions; Exemption from Certain Transfer Taxes

18 Debtors may take all actions to execute, deliver, file or record such contracts,
19 instruments, releases and other agreements or documents and take such actions as may be
20 necessary or appropriate to effectuate and implement the provisions of the Plan. Pursuant
21 to section 1146(a) of the Bankruptcy Code, any transfers of property pursuant to the Plan
22 shall not be subject to any stamp tax or other similar tax or governmental assessment in the
23 united States, and the confirmation order shall direct the appropriate state or local
24 governmental officials or agents to forgo the collection of any such tax or governmental
25 assessment and to accept for filing and recordation instruments or other documents
26 pursuant to such transfers of property without the payment of any such tax or governmental
27 assessment. The Plan, however, does not propose or envision any such transfers.

28 Revocation of Plan

Debtor reserves the right to revoke or withdraw the Plan prior to the confirmation
hearing and to file subsequent Chapter 11 plans. If the debtor revokes or withdraws the
Plan, or if confirmation does not occur, then: (1) the Plan shall be null and void in all
respects; (2) any settlement or compromise embodied in the Plan, assumption or rejection of
Executory Contracts or Unexpired Leases affected by the Plan and any document or
agreement executed pursuant hereto shall be deemed null and void except as may be set
forth in a separate order entered by the Court; and (3) nothing contained in the Plan shall:
(a) constitute a waiver or release of any Claims by or against, the Debtor or any other entity;

1 (B) prejudice in any manner the rights of the debtor or any other entity; or (c) constitute an
2 admission, acknowledgment, offer or undertaking of any sort by the Debtor or any other
3 entity.

4 Successors and Assigns

5 The rights, benefits and obligations of any entity named or referred to herein shall be
6 binding on, and shall inure to the benefit of, any heir, executor, administrator, successor or
7 assign of such entity.

8 Reservation of Rights

9 Except as expressly set forth in the Plan, the Plan shall have no force or effect until
10 the Court enters the confirmation order. Neither the filing of the Plan, any statement or
11 provision contained in the Disclosure Statement, nor the taking of any action by the Debtor
12 or any other entity with respect to the Plan shall be or shall be deemed to be an admission
13 or waiver of any rights of: (1) any Debtor with respect to the holders of claims or other entity;
14 or (2) any holder of a Claim or other entity prior to the effective date of the Plan.

15 Further Assurances

16 Debtor or the reorganized Debtor, as applicable, all holders of Claims receiving
17 distributions under the Plan and all other entities shall, from time to time, prepare, execute
18 and deliver any agreements or documents and take any other actions as may be necessary
19 or advisable to effectuate the provisions and intent of the Plan or the confirmation order.

20 Severability

21 If, prior to confirmation of the Plan, any term or provision of the Plan is held by the
22 court to be invalid, void or unenforceable, the Court shall have the power to alter and
23 interpret such term or provision to make it valid or enforceable to the maximum extent
24 practicable, consistent with the original purpose of the term or provision held to be invalid,
25 void or unenforceable, and such term or provision then will be applicable as altered or
26 interpreted, provided that any such alteration or interpretation must be in form and
27 substance reasonably acceptable to the Debtor and to the extent such alteration or
28 interpretation affects the rights or treatment of holders of general unsecured claims, such
claim holder.

Filing of Additional Documents

1 On or before the Effective Date, the Debtor may file with the Court all agreements
2 and other documents that may be necessary or appropriate to effectuate and further
3 evidence the terms and conditions hereof.

4 Dated this Wednesday, September 28, 2016

5 /s/ J Colby Wheeler
6 J Colby Wheeler for BLUE LEOPARD L.L.C

7
8 /s/ Seth D. Ballstaedt
9 Seth D. Ballstaedt, Esq.
10 Attorney for BLUE LEOPARD L.L.C.

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