

Honorable August B. Landis
United States Bankruptcy Judge



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2
3 Entered on Docket
May 05, 2017
4

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14

15 UNITED STATES BANKRUPTCY COURT
16 DISTRICT OF NEVADA

17 In re:

18 LAS VEGAS JOHN, L.L.C.,

19 Debtor.
20

Case No.: BK-S-16-14273-abl
Chapter 11

Confirmation Hearing

Date: May 3, 2017

Time: 1:30 p.m.
21

22 **ORDER CONFIRMING DEBTOR'S CHAPTER 11 PLAN OF LIQUIDATION, AS
23 AMENDED; AND FINAL ORDER APPROVING DISCLOSURE STATEMENT TO
24 ACCOMPANY DEBTOR'S CHAPTER 11 PLAN OF REORGANIZATION**
25

26 The Court having considered the *Chapter 11 Plan of Liquidation* (the "Plan")¹ [ECF No.
27 143] and the *Disclosure Statement to Accompany Debtor's Chapter 11 Plan of Liquidation* (the
28 "Disclosure Statement") [ECF No. 141], filed herein by Las Vegas John, L.L.C., a Nevada

¹ All capitalized terms not defined herein shall have the meaning ascribed to them in the Plan.

1 limited partnership, as debtor and debtor in possession (the “Debtor”); the Court having further
2 reviewed and considered the *Debtor’s Brief in Support of Confirmation of Chapter 11 Plan of*
3 *Liquidation* and the *Declaration of Dimitrios Stamatakos* in support of confirmation; the Court
4 having held a confirmation hearing on the Plan, with all appearances having been noted on the
5 record, and the Court having heard and considered the arguments of counsel, including the
6 proposed modifications stipulated to between the Office of the United States Trustee (the
7 “United States Trustee”) and the Debtor; except for the proposed modifications set forth herein
8 to resolve the issues raised by the United States Trustee, no opposition or objection to
9 confirmation of the Plan or final approval of the Disclosure Statement having been filed; the
10 Court having stated its findings of fact and conclusions of law on the record at the hearing, which
11 are incorporated herein by reference in accordance with Fed. R. Civ. P. 52, made applicable
12 pursuant to Fed. R. Bankr. P. 7052 and 9014; and good cause appearing therefore,

13 **IT IS HEREBY ORDERED:**

14 1. The Plan, as amended herein, is APPROVED and CONFIRMED pursuant to 11
15 U.S.C. § 1129. The Plan is valid and enforceable pursuant to its terms and the terms of the Plan,
16 and the Debtor and the Escrow Agent are authorized and directed to make the distributions set
17 forth. A copy of the confirmed Plan is attached hereto as **Exhibit “1.”**

18 2. The Disclosure Statement is hereby APPROVED on a final basis as containing
19 adequate information pursuant to Fed. R. Bankr. P. 3017.1 and 11 U.S.C. § 1125.

20 3. The Plan is hereby amended as follows with the provisions specific below as
21 replacing in full the provisions as they appear in the Plan:

22 **1.1.61. U.S. Trustee Fees.** Any fees payable pursuant to 28 U.S.C.
23 § 1930.

24 **11.13. Fees and Reporting to the United States Trustee.** Prior to
25 the Effective Date, the Debtor, and after the Effective Date, the
26 Reorganized Debtor, are obligated to pay the Office of the U.S.
27 Trustee U.S. Trustee Fees. All U.S. Trustee Fees that accrue prior
28 to Confirmation of the Plan will be paid on or before the Effective
Date pursuant to Section 1129(a)(12) of the Bankruptcy Code. All

U.S. Trustee Fees accruing post-confirmation are due on a calendar quarter basis and will be reported on post-confirmation operating reports as required by the U.S. Trustee Guidelines.

11.14. Post Confirmation Reports and Quarterly Fees. Until the entry of the final decree, the Debtor shall File, not later than twenty (20) days after the end of the calendar quarter which occurs after the entry of the Confirmation Order, and every three (3) months thereafter, a report of the action taken by the Reorganized Debtor and the progress made toward consummation of the confirmed Plan. U.S. Trustee Fees continue to be payable to the Office of the United States Trustee post-confirmation until such time as the case is converted or dismissed.

4. The Escrow Agent is authorized and directed to make the distributions from the Escrow Account in accordance with the schedule attached hereto as **Exhibit "2."**

IT IS SO ORDERED.

PREPARED AND SUBMITTED:

By: /s/ Matthew C. Zirzow
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APPROVED / DISAPPROVED:

By: /s/ Edward M. McDonald Jr.
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LR 9021 CERTIFICATION

In accordance with LR 9021, counsel submitting this document certifies that the order accurately reflects the court's ruling and that (check one):

The court has waived the requirement of approval under LR 9021(b)(1).

No party appeared at the hearing or filed an objection to the motion.

I have delivered a copy of this proposed order to all counsel who appeared at the hearing, and each has approved or disapproved the order, or failed to respond, as indicated below:

I certify that this is a case under chapter 7 or 13, that I have served a copy of this order with the motion pursuant to LR 9014(g), and that no party has objected to the form or content of the order.

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EXHIBIT 1

EXHIBIT 1

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 10 **UNITED STATES BANKRUPTCY COURT**
DISTRICT OF NEVADA

11 In re:

12 LAS VEGAS JOHN, L.L.C.,

13 Debtor.

Case No.: BK-S-16-14273-abl
 Chapter 11

14 Confirmation Hearing

Date: May 3, 2017

Time: 1:30 p.m.

15
 16 **PROPOSED DEBTOR'S CHAPTER 11 PLAN OF LIQUIDATION**
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TABLE OF CONTENTS

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Page

1. DEFINITIONS, RULES OF INTERPRETATION, AND COMPUTATION OF TIME..... 1

 1.1. Definitions. 1

 1.1.1. Administrative Claim..... 1

 1.1.2. Administrative Claim Bar Date. 1

 1.1.3. Allowed..... 1

 1.1.4. Assets. 2

 1.1.5. Bankruptcy Code. 2

 1.1.6. Bankruptcy Court..... 2

 1.1.7. Bankruptcy Rules..... 2

 1.1.8. Bar Date 2

 1.1.9. Business Day..... 2

 1.1.10. Cash..... 2

 1.1.11. Cash Collateral Orders..... 3

 1.1.12. Chapter 11 Case. 3

 1.1.13. Claim..... 3

 1.1.14. Claim Objection Deadline. 3

 1.1.15. Claims Register..... 3

 1.1.16. Class..... 3

 1.1.17. Confirmation..... 3

 1.1.18. Confirmation Date. 3

 1.1.19. Confirmation Hearing..... 3

 1.1.20. Confirmation Order..... 3

 1.1.21. Creditor..... 3

 1.1.22. Debtor..... 3

 1.1.23. Disallowed Claim..... 3

 1.1.24. Disclosure Statement. 3

 1.1.25. Disputed..... 4

 1.1.26. Distribution..... 4

 1.1.27. Distribution Record Date..... 4

 1.1.28. Effective Date..... 4

 1.1.29. Equity Interest..... 4

 1.1.30. Escrow Agent..... 4

 1.1.31. Estate..... 4

 1.1.32. Executory Contract..... 4

 1.1.33. Federal Judgment Rate..... 4

 1.1.34. File..... 4

 1.1.35. Final Decree..... 4

 1.1.36. Final Order..... 5

 1.1.37. General Unsecured Claim..... 5

 1.1.38. General Unsecured Trade Claim..... 5

 1.1.39. Holder..... 5

 1.1.40. Impaired..... 5

 1.1.41. Insider..... 5

 1.1.42. Lien..... 5

 1.1.43. Person..... 5

 1.1.44. Petition Date..... 5

 1.1.45. Plan..... 5

 1.1.46. Priority Non-Tax Claim..... 6

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1	1.1.47. Priority Tax Claims.....	6
2	1.1.48. Professional.....	6
3	1.1.49. Professional Fees.....	6
4	1.1.50. Professional Fee Claim.....	6
5	1.1.51. Proof of Claim.....	6
6	1.1.52. Record Date.....	6
7	1.1.53. Reorganized Debtor.....	6
8	1.1.54. Representatives.....	6
9	1.1.55. Sale Order.....	6
10	1.1.56. Schedules.....	6
11	1.1.57. Secured.....	6
12	1.1.58. Unexpired Lease.....	7
13	1.1.59. Unimpaired.....	7
14	1.1.60. Unsecured Claim.....	7
15	1.1.61. U.S. Trustee Fees.....	7
16	1.2. Computation of Time.....	7
17	1.3. Rules of Interpretation.....	7
18	1.4. Exhibits and Plan Schedules.....	8
19	2. TREATMENT OF UNCLASSIFIED CLAIMS.....	8
20	2.1. General.....	8
21	2.2. Treatment of Administrative Claims.....	8
22	2.2.1. Generally.....	8
23	2.2.2. Requests for Payment.....	8
24	2.3. Priority Tax Claims.....	8
25	3. DESIGNATION OF CLASSES OF CLAIMS AND EQUITY INTERESTS.....	8
26	3.1. Overview.....	8
27	3.2. Summary of Classification.....	9
28	3.3. Class 1: Secured Claims.....	9
29	3.3.1. Claims in Class.....	9
30	3.3.2. Treatment.....	9
31	3.3.3. Impairment and Voting.....	9
32	3.4. Class 2: Priority Non-Tax Claims.....	9
33	3.4.1. Claims in Class.....	9
34	3.4.2. Treatment.....	9
35	3.4.3. Interest.....	10
36	3.4.4. Impairment and Voting.....	10
37	3.5. Class 3: General Unsecured Claims.....	10
38	3.5.1. Claims in Class.....	10
39	3.5.2. Treatment.....	10
40	3.5.3. Interest.....	10
41	3.5.4. Impairment and Voting.....	10
42	3.6. Class 4: Equity Interests.....	10

1 3.6.1. Claims in Class.10

2 3.6.2. Treatment.10

3 3.6.3. Impairment and Voting.10

4 3.7. Elimination of Vacant Classes.10

5 4. PLAN IMPLEMENTATION11

6 4.1. Plan Implementation Occurring on Effective Date.....11

7 4.1.1. Reorganized Debtor.11

8 4.1.2. Prohibition of Non-Voting Equity Securities.11

9 4.2. Notice of Effectiveness.11

10 4.3. Immediate Distributions Directly From the Sale Escrow.11

11 4.4. Operations and Management of Reorganized Debtor.....11

12 4.5. No Governance Action Required.11

13 4.6. Filing with Nevada Secretary.12

14 4.7. Exemption from Certain Transfer Taxes and Further Transactions.12

15 4.8. Reaffirmance of the Sale Order.12

16 4.9. Final Decree.12

17 4.10. Effectuating Documents, Further Transactions.12

18 5. EXECUTORY CONTRACTS AND UNEXPIRED LEASES.....13

19 5.1. Executory Contracts and Unexpired Leases.13

20 5.2. Bar Date.13

21 6. MANNER OF DISTRIBUTION OF PROPERTY UNDER THE PLAN.....13

22 6.1. Distributions on Account of Claims Allowed as of the Effective Date.....13

23 6.2. Manner of Payment Under the Plan.....13

24 6.3. Whole Dollars.13

25 6.4. Escheat.13

26 6.5. Delivery of Distributions.13

27 6.5.1. Record Date for Distributions.....13

28 6.5.2. Delivery of Distributions in General.13

6.5.3. Distributions Not Subject to Legal Process.14

6.5.4. Returned Distributions.....14

6.5.5. Disputed Distributions.14

6.5.6. Setoffs.15

6.5.7. Withholding Taxes.....15

6.5.8. No Recourse.....15

7. RESERVATION OF RIGHTS15

7.1. Withdrawal of Plan; Rights if Plan Not Confirmed; Effective Date Does Not Occur.....15

7.2. No Admissions or Waiver.....15

7.3. Term of Bankruptcy Injunction or Stays.15

8. CONDITIONS PRECEDENT TO CONFIRMATION AND THE EFFECTIVE DATE16

8.1. Conditions to Confirmation.16

8.2. Conditions to Occurrence of Effective Date.....16

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9. EFFECT OF CONFIRMATION OF PLAN.....16

 9.1. Discharge.....16

 9.2. Binding Effect of Plan/Injunction.....16

 9.3. Exculpation.....17

 9.4. Injunctions.....17

 9.4.1. Injunction Protecting Exculpation.....17

 9.4.2. Injunction Against Interference With Plan.....17

 9.5. Adequate Protection Liens; Cash Collateral Orders.....17

 9.6. Modification of Debt Instruments.....18

 9.7. Judgments Void.....18

 9.8. Revesting of Assets in Debtor.....18

 9.9. Maintenance of Administrative Claim Status.....18

 9.10. No Limitation on Effect of Confirmation.....18

10. RETENTION OF JURISDICTION.....18

 10.1. Retention of Jurisdiction.....18

 10.2. Jurisdiction Unaffected.....20

 10.3. Failure of Bankruptcy Court to Exercise Jurisdiction.....20

11. MISCELLANEOUS PROVISIONS.....20

 11.1. Modification of the Plan.....20

 11.2. Notices.....21

 11.3. Headings.....21

 11.4. Nonseverability of Plan Provisions.....21

 11.5. Waiver or Estoppel.....22

 11.6. Governing Law.....22

 11.7. Successors and Assigns.....22

 11.8. Modification of Payment Terms.....22

 11.9. Effectuating Documents; Further Transactions; Timing.....22

 11.10. Exemption from Transfer Taxes.....22

 11.11. Post Confirmation Conversion or Dismissal.....23

 11.12. Cramdown.....23

 11.13. Fees and Reporting to the United States Trustee.....23

 11.14. Post Confirmation Reports and Quarterly Fees.....23

 11.15. Entire Agreement.....23

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1 Las Vegas John, L.L.C., a Nevada limited liability company, as debtor and debtor-in-
2 possession, proposes this Plan of Liquidation for the resolution of Debtor's outstanding Claims
3 and Equity Securities.¹ All Creditors, Equity Interest Holders, and other parties-in-interest
4 should refer to the Disclosure Statement for a discussion of Debtor's history, assets, historical
5 financial data, and for a summary and analysis of the Plan and certain related matters. All
6 Holders of Claims against and Equity Securities in Debtor are encouraged to read the Plan, the
7 Disclosure Statement, and the related solicitation materials in their entirety before voting to
8 accept or reject the Plan. Subject to the restrictions on modifications set forth in section 1127 of
9 the Bankruptcy Code and Bankruptcy Rule 3019 and those restrictions on modifications set forth
10 in Article 12 to the Plan, Debtor expressly reserves the right to alter, amend, strike, withdraw, or
11 modify the Plan one or more times before its substantial consummation.

8 **1. DEFINITIONS, RULES OF INTERPRETATION, AND COMPUTATION OF TIME**

9 **1.1. Definitions.** For the purposes of the Plan, except as expressly provided or unless
10 the context otherwise requires, all capitalized terms not otherwise defined shall have the
11 meanings ascribed to them in this Article 1. Any term used in the Plan that is not defined herein,
12 but is defined in the Bankruptcy Code or the Bankruptcy Rules, shall have the meaning ascribed
13 to that term in the Bankruptcy Code or the Bankruptcy Rules, in that order of priority.
14 Whenever the context requires, such terms shall include the plural as well as the singular, the
15 masculine gender shall include the feminine, and the feminine gender shall include the
16 masculine. As used in the Plan, the following terms shall have the meanings specified below:

17 **1.1.1. Administrative Claim.** A Claim for any cost or expense of administration
18 of the Chapter 11 Case allowed pursuant to sections 503(b), 507(a)(2) or 507(b) of the
19 Bankruptcy Code, including: (a) the actual and necessary costs and expenses incurred after the
20 Petition Dates and through the Effective Date of preserving the Estates and operating the
21 business of Debtor, including but not limited to wages, salaries, or commissions for services, and
22 payments for goods and services; (b) compensation and reimbursement of expenses for legal,
23 financial advisory, accounting, and other services, including but not limited to, Allowed
24 Professional Fees, pursuant to sections 327, 328, 330(a), or 331 of the Bankruptcy Code or
25 otherwise for the period commencing on the Petition Date and ending on the Effective Date; (c)
26 all fees and charges payable pursuant to 28 U.S.C. § 1930; and (d) all Bankruptcy Court
27 approved requests for compensation or expense reimbursement for making a substantial
28 contribution in the Chapter 11 Case, pursuant to sections 503(b)(3), (4), and (5) of the
Bankruptcy Code or otherwise.

29 **1.1.2. Administrative Claim Bar Date.** The deadline for filing requests for
30 allowance and payment of Administrative Claims, including Professional Fees, which shall be
31 fifteen (15) days after the Effective Date. For the avoidance of doubt, it shall be sufficient that a
32 request is pending as of the Administrative Claim Bar Date, and not allowed until a later date.

33 **1.1.3. Allowed.** With reference to any Claim or Equity Interest with respect to
34 Debtor: (a) any Claim against or Equity Interest in Debtor that has been listed by Debtor in its
35 Schedules, as such Schedules may be amended by Debtor from time to time in accordance with
36 Bankruptcy Rule 1009, as liquidated in amount and not disputed or contingent and for which no

37 ¹ All capitalized terms herein shall have the meanings as ascribed to them in Article 1.1 of the Plan.

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1 contrary Proof of Claim or Equity Interest has been Filed; (b) any Claim or Equity Interest
2 allowed (i) under the Plan, (ii) by Final Order, or (iii) as to which the liability of Debtor and the
3 amount thereof are determined by a final order of a court of competent jurisdiction other than the
4 Bankruptcy Court; or (c) as to which a Proof of Claim has been timely Filed in a liquidated
5 amount with the Bankruptcy Court, pursuant to the Bankruptcy Code or any order of the
6 Bankruptcy Court, or has been Filed with leave of the Bankruptcy Court after notice and a
7 hearing, provided that no objection to the allowance of such Claim or motion to expunge such
8 Claim has been interposed by any party in interest before any final date for the filing of such
9 objections or motions set forth in the Plan, the Confirmation Order or other order of the
10 Bankruptcy Court. For purposes of determining the amount of an Allowed Claim, there shall be
11 deducted therefrom an amount equal to the amount of any valid and enforceable claim that
12 Debtor may hold against the Holder thereof, to the extent such Claim may be validly offset,
13 recouped, or otherwise reduced under applicable law.

14 **1.1.4. Assets.** All of the assets and cash wherever situated of Debtor as they exist
15 as of the Effective Date.

16 **1.1.5. Bankruptcy Code.** The Bankruptcy Reform Act of 1978, title 11 of the
17 United States Code, as amended from time to time, as applicable to this Chapter 11 Case, as now
18 in effect or hereafter amended.

19 **1.1.6. Bankruptcy Court.** The United States Bankruptcy Court for the District
20 of Nevada having jurisdiction over the Chapter 11 Case, and to the extent of the withdrawal of
21 any reference under section 157 of title 28 of the United States Code and/or the General Order of
22 the United States District Court for the District of Nevada pursuant to section 151 of title 28 of
23 the United States Code, the United States District Court for the District of Nevada.

24 **1.1.7. Bankruptcy Rules.** Collectively, the Federal Rules of Bankruptcy
25 Procedure as applicable to the Chapter 11 Case, and the general, local and chambers rules and
26 orders of the Bankruptcy Court, all as now in effect or hereafter amended.

27 **1.1.8. Bar Date** In the case of non-governmental Creditors, December 7, 2016,
28 which is the date established by the Bankruptcy Court by which such Creditors are required to
file proofs of claim with respect to pre-petition Claims including Claims asserted pursuant to
section 503(b)(9) of the Bankruptcy Code, except with respect to Administrative Claims, Claims
arising from the rejection of any Executory Contracts and Unexpired Leases, and Claims that
were scheduled by Debtor as undisputed, non-contingent, and unliquidated. In the case of
governmental Creditors, January 30, 2017, which is the date established by the Bankruptcy Court
by which such Creditors are required to file proofs of claim with respect to pre-petition Claims,
including but not limited to Priority Tax Claims.

1.1.9. Business Day. A day, other than a Saturday, Sunday, or "legal holiday" as
defined in Bankruptcy Rule 9006(a).

1.1.10. Cash. The legal tender of the United States of America or the equivalent
thereof, including bank deposits, checks, negotiable instruments, wire transfers of immediately
available funds, or other cash equivalents.

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1 **1.1.11. Cash Collateral Orders.** Any and all interim and final orders entered by
2 the Bankruptcy Court, and any stipulations incorporated therein or approved thereby, which
3 permit Debtor to use the cash collateral of its former secured Lender, Community Bank, and any
4 extensions, amendments or modifications to the foregoing.

5 **1.1.12. Chapter 11 Case.** The case under chapter 11 of the Bankruptcy Code
6 involving the Debtor, having case number BK-S-16-14273-abl, including all adversary
7 proceedings pending in connection therewith.

8 **1.1.13. Claim.** Any right to payment from the Debtor, whether or not such right
9 is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured,
10 disputed, undisputed, legal, equitable, secured, or unsecured arising at any time before the
11 Effective Date or relating to any event that occurred before the Effective Date, or any right to an
12 equitable remedy for breach of performance if such breach gives rise to a right to payment from
13 Debtor, whether or not such right to an equitable remedy is reduced to judgment, fixed,
14 contingent, matured, unmatured, disputed, undisputed, secured or unsecured.

15 **1.1.14. Claim Objection Deadline.** The date that is twenty (20) days from the
16 Effective Date, except for Claims for which a specific objection deadline has been set forth
17 elsewhere in the Plan, which deadline may be extended by Reorganized Debtor upon request
18 after notice and a hearing.

19 **1.1.15. Claims Register.** The official register of Claims and Equity Interests
20 maintained by Debtor.

21 **1.1.16. Class.** A category of Holders of Claims or Equity Interests as classified in
22 the Plan.

23 **1.1.17. Confirmation.** The entry by the Bankruptcy Court of the Confirmation
24 Order on the docket in the Chapter 11 Case.

25 **1.1.18. Confirmation Date.** The date upon which the clerk of the Bankruptcy
26 Court enters the Confirmation Order on the docket of the Chapter 11 Case.

27 **1.1.19. Confirmation Hearing.** The hearing held by the Bankruptcy Court to
28 consider confirmation of the Plan pursuant to section 1128 of the Bankruptcy Code, as such
hearing may be adjourned or continued from time to time.

1.1.20. Confirmation Order. The order entered by the Bankruptcy Court
confirming the Plan pursuant to section 1129 of the Bankruptcy Code.

1.1.21. Creditor. Any Holder of a Claim, whether or not such Claim is Allowed.

1.1.22. Debtor. Las Vegas John, L.L.C., a Nevada limited liability company, as
debtor in this Chapter 11 Case.

1.1.23. Disallowed Claim. Any Claim or portion thereof that has been
disallowed by a Final Order of the Bankruptcy Court.

1.1.24. Disclosure Statement. The disclosure statement that relates to the Plan,

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1 including all exhibits and schedules thereto, as may be amended, supplemented or modified from
2 time to time, that is prepared and distributed in accordance with, among other matters, sections
3 1125, 1126(b) and 1145 of the Bankruptcy Code, Bankruptcy Rule 3018, and other applicable
4 law.

5 **1.1.25. Disputed.** A Claim (including any Administrative Claim, Priority Claim
6 or Secured Claim) or Equity Interest, or any portion thereof, that is: (a) listed in the Schedules
7 as disputed, contingent, or unliquidated; or (b) subject to an objection interposed by Debtor,
8 Reorganized Debtor, or any party-in-interest entitled to file and prosecute such objection in the
9 Chapter 11 Case, if at such time such objection remains unresolved.

10 **1.1.26. Distribution.** Any distribution made by Debtor to the Holders of Allowed
11 Claims or Allowed Equity Interests pursuant to the terms of the Plan.

12 **1.1.27. Distribution Record Date.** The Confirmation Date unless the
13 Bankruptcy Court establishes a different date in the Confirmation Order.

14 **1.1.28. Effective Date.** The latest to occur of: (i) the first Business Day that is at
15 least fourteen (14) days after the Confirmation Date and on which no stay of the Confirmation
16 Order is in effect; and (ii) the first (1st) Business Day on which all of the conditions set forth in
17 Section 9 have been satisfied or waived.

18 **1.1.29. Equity Interest.** Includes the following (i) any equity or other ownership
19 interest in Debtor, including, but not limited to, all issued and outstanding or reserved for
20 issuance, common stock, preferred stock, membership interests, warrants, options, or other
21 ownership rights or rights to purchase or receive additional shares of stock or membership
22 interests in any Debtor, and/or any other instrument or document to the extent that it directly or
23 indirectly evidences, creates or reserves any equity or ownership interest in any Debtor giving
24 rise to any Claim or Equity Interest, (ii) equity interests, including all membership interests
25 together with any warrants, options, or contractual rights to purchase or acquire such equity
26 interests at any time and all rights arising with respect thereto, and (iii) partnership, limited
27 liability company or similar interest.

28 **1.1.30. Escrow Agent.** Nevada Title Company or its designee.

1.1.31. Estate. The estate of Debtor that was created by the commencement of
the Chapter 11 Case pursuant to section 541 of the Bankruptcy Code.

1.1.32. Executory Contract. A contract to which a Debtor is a party that is
subject to assumption or rejection pursuant to section 365 of the Bankruptcy Code.

1.1.33. Federal Judgment Rate. The rate of interest on judgments as provided
for by 28 U.S.C. § 1961 as of the Confirmation Date.

1.1.34. File. To file with the Bankruptcy Court in the Chapter 11 Case.

1.1.35. Final Decree. An order of the Bankruptcy Court closing the Chapter 11
Case pursuant to section 350 of the Bankruptcy Code.

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1 **1.1.36. Final Order.** An order, judgment or other decree of the Bankruptcy
2 Court and entered on the docket of such court: (a) that has not been reversed, stayed, modified,
3 amended, revoked, varied or set aside, and as to which (i) any right to appeal or seek certiorari,
4 review, stay or rehearing has been waived, or (ii) the time to appeal or seek certiorari, review,
5 stay or rehearing has expired and no appeal or petition for certiorari, review, stay or rehearing is
6 pending; or (b) as to which an appeal has been taken or petition for certiorari, review, stay or
7 rehearing has been filed, and (i) such appeal or petition for certiorari, review, stay or rehearing
8 has been resolved by the highest court to which the order or judgment was appealed or from
9 which certiorari, review, stay or rehearing was sought, and (ii) the time to appeal further or seek
10 certiorari, review, stay or rehearing has been waived or expired and no such further appeal or
11 petition for certiorari, review, stay or rehearing is pending; *provided, however*, that no order or
12 judgment shall fail to be a "Final Order" hereunder solely because of the possibility that a
13 motion pursuant to sections 502(j) or 1144 of the Bankruptcy Code, Rule 59 or 60 of the Federal
14 Rules of Civil Procedure or Bankruptcy Rule 9024 may be Filed with respect to such order or
15 judgment.

16 **1.1.37. General Unsecured Claim.** A Claim that is not secured by a charge
17 against or interest in property in which the Estate has an interest and is not an unclassified
18 Claim, Administrative Claim, Secured Claim, Priority Tax Claim or Priority Non-Tax Claim.
19 General Unsecured Claims shall also include all Claims arising under section 502(g) of the
20 Bankruptcy Code.

21 **1.1.38. General Unsecured Trade Claim.** Any General Unsecured Claim.

22 **1.1.39. Holder.** Any Person holding a Claim against or Equity Interest in Debtor.

23 **1.1.40. Impaired.** Means impairment within the meaning of section 1124 of the
24 Bankruptcy Code.

25 **1.1.41. Insider.** Shall include any person having such meaning as set forth in
26 section 101(31) of the Bankruptcy Code.

27 **1.1.42. Lien.** A charge against or interest in property to secure payment of a debt
28 or performance of an obligation.

1.1.43. Person. Any individual, corporation, partnership, limited liability
company, joint venture, association, trust or organization, unincorporated organization or
government, governmental agency, governmental unit or political subdivision, or any other
entity.

1.1.44. Petition Date. August 3, 2016, the date on which the Debtor filed its
voluntary petition for relief under chapter 11 of the Bankruptcy Code thereby commencing the
Chapter 11 Case.

1.1.45. Plan. This chapter 11 plan of liquidation, including all documents
referenced herein and all exhibits, supplements, appendices and schedules hereto or thereto,
either in its present form or as the same may be altered, amended or modified from time to time
pursuant to the Bankruptcy Code or Final Order.

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1 **1.1.46. Priority Non-Tax Claim.** Any Claim, other than an Administrative
2 Claim or Priority Tax Claim, that is entitled to priority under section 507(a) of the Bankruptcy
Code.

3 **1.1.47. Priority Tax Claims.** Any Claim that is entitled to priority under sections
4 502(i) or 507(a)(8) of the Bankruptcy Code. Priority Tax Claims do not include *ad valorem*
5 property tax Claims if such Claims under applicable state law are Secured by a Lien on Debtor's
Assets.

6 **1.1.48. Professional.** A Person: (a) employed pursuant to a Bankruptcy Court
7 order in accordance with sections 327, 328 and/or 1103 of the Bankruptcy Code and to be
8 compensated for services rendered prior to or on the Effective Date, pursuant to sections 327,
328, 329, 330, or 331 of the Bankruptcy Code; or (b) awarded compensation and reimbursement
by the Bankruptcy Court, pursuant to section 503(b) of the Bankruptcy Code.

9 **1.1.49. Professional Fees.** All reasonable fees and expenses incurred by
10 Professionals and allowed by the Bankruptcy Court.

11 **1.1.50. Professional Fee Claim.** Any Claim for compensation or reimbursement
12 of fees and expenses as may be requested by a Professional to the extent such Professional is
13 required to apply to the Bankruptcy Court for payment of such Claim pursuant to sections 326,
327, 328, 330 or 331 of the Bankruptcy Code and the terms of the Plan.

14 **1.1.51. Proof of Claim.** A Proof of Claim Filed against Debtor in the Chapter 11
Case.

15 **1.1.52. Record Date.** The Confirmation Date for the purpose of determining the
16 Holders of Equity Interests.

17 **1.1.53. Reorganized Debtor.** Debtor, or any successor thereto, by merger,
18 consolidation or otherwise, as reorganized pursuant to the Plan on or after the Effective Date.

19 **1.1.54. Representatives.** With respect to a given Person, its past and current
20 directors, officers, shareholders, members, partners, employees, agents, attorneys, professionals,
advisors, trustees, consultants, accountants, contractors and other representatives.

21 **1.1.55. Sale Order.** The order of the Bankruptcy Court entered on December 22,
22 2016 [ECF No. 101], thereby authorizing and approving the sale of substantially all of the
23 Debtor's assets, including the 36-unit apartment complex and related real property and
improvements commonly known as the "Las Vegas John Apartments" located at 230 S.
Maryland Parkway, Las Vegas, Clark County, Nevada.

24 **1.1.56. Schedules.** The schedules of assets and liabilities, the list of Holders of
25 Interests and the statements of financial affairs Filed by Debtor under section 521 of the
26 Bankruptcy Code and Bankruptcy Rule 1007, and all amendments and modifications thereto
through the Confirmation Date.

27 **1.1.57. Secured.** When referring to a Claim: (a) secured by a Lien on property in
28 which the Estates have an interest, which Lien is valid, perfected, and enforceable pursuant to

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1 applicable law or by reason of a Bankruptcy Court order, or that is subject to setoff pursuant to
2 section 553 of the Bankruptcy Code, to the extent of the value of the Creditor's interest in the
3 Estates' interest in such property or to the extent of the amount subject to setoff, as applicable, as
determined pursuant to section 506(a) of the Bankruptcy Code; or (b) Allowed pursuant to the
Plan as a secured Claim.

4 **1.1.58. Unexpired Lease.** A lease of non-residential real property to which the
5 Debtor is a party that is subject to assumption or rejection pursuant to section 365 of the
Bankruptcy Code.

6 **1.1.59. Unimpaired.** With respect to a Claims or Interest, leaving unaltered the
7 legal, equitable, and contractual rights to which such Claim or Interest entitles the Holder of such
Claim or Interest.

8 **1.1.60. Unsecured Claim.** Any Claim that is neither Secured nor entitled to
9 priority under the Bankruptcy Code or any order of the Bankruptcy Court as a Priority Tax
10 Claim or Priority Non-Tax Claim.

11 **1.1.61. U.S. Trustee Fees.** Any fees payable pursuant to 28 U.S.C. § 1930.

12 **1.2. Computation of Time.** In computing any period of time prescribed or allowed by
the Plan, the provisions of Bankruptcy Rule 9006(a) shall apply.

13 **1.3. Rules of Interpretation.** Any term used in the Plan that is not defined in the Plan,
14 either in this Article or elsewhere, but that is used in the Bankruptcy Code or the Bankruptcy
15 Rules, has the meaning assigned to that term in the Bankruptcy Code or the Bankruptcy Rules.
16 For purposes of the Plan: (a) whenever from the context it is appropriate, each term, whether
17 stated in the singular or the plural, shall include both the singular and the plural; (b) any
18 reference in the Plan to an existing document, schedule, or exhibit Filed or to be Filed means
19 such document, schedule, or exhibit, as it may have been or may be amended, modified, or
20 supplemented as of the Confirmation Date in accordance with the terms hereof; (c) unless
21 otherwise specified in a particular reference, all references in the Plan to Sections, Articles, and
22 exhibits are references to Sections, Articles, and exhibits of or to the Plan; (d) the words
23 "herein", "hereof", "hereto", "hereunder", and others of similar import refer to the Plan in its
24 entirety rather than to only a particular portion of the Plan; (e) the word "all" shall mean "any
25 and all;" (f) captions and headings to Articles and Sections are inserted for convenience of
26 reference only and are not intended to be a part of or to affect the interpretations of the Plan; (g)
27 the rules of construction set forth in section 102 of the Bankruptcy Code shall apply, including
28 that the terms "includes," "shall include," and "including" are not limiting; (h) reference to a
pleading, request, or document being "Filed" means duly and properly filed with the Bankruptcy
Court as reflected on the docket of the Bankruptcy Court; (i) all exhibits and schedules to the
Plan are incorporated into the Plan, and shall be deemed to be included in the Plan, regardless of
when they are Filed; (j) any service or notice provided for in the Plan shall be provided at the
addresses specified herein; (k) except to the extent that the Bankruptcy Code or other federal law
is applicable, or to the extent the exhibits provide otherwise, the rights, duties and obligations
under the Plan shall be governed, construed and enforced in accordance with the laws of the
State of Nevada; and (l) to the extent a reference or description in the Disclosure Statement is
inconsistent with the terms or conditions of the Plan, the terms and conditions of the Plan, as
applicable, shall govern over the reference contained in the Disclosure Statement.

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1 1.4. Exhibits and Plan Schedules. All exhibits and schedules attached to the Plan are
2 incorporated into and are a part of the Plan as if set forth in full herein.

3 **2. TREATMENT OF UNCLASSIFIED CLAIMS**

4 2.1. General. Pursuant to section 1123(a)(1) of the Bankruptcy Code, the Claims against
5 Debtor set forth in this Article 2 are not designated as Classes. The Holders of such Claims are
6 not entitled to vote on the Plan. The treatment of the Claims set forth below is consistent with
7 the requirements of section 1129(a)(9) of the Bankruptcy Code.

8 **2.2. Treatment of Administrative Claims.**

9 2.2.1. Generally. Each Allowed Administrative Claim shall be paid by
10 Reorganized Debtor (or otherwise satisfied in accordance with its terms) upon the latest of: (i)
11 the Effective Date or as soon thereafter as is practicable; (ii) such date as may be fixed by the
12 Bankruptcy Court, or as soon thereafter as practicable; (iii) the fourteenth (14th) Business Day
13 after such Claim is Allowed, or as soon thereafter as practicable; and (iv) such date as the Holder
14 of such Claim and Reorganized Debtor shall agree upon. For the avoidance of doubt,
15 notwithstanding anything to the contrary herein, the Debtor or Reorganized Debtor, as the case
16 may be, hereby reserve any and all defenses or offsets to challenge any Administrative Claims.

17 2.2.2. Requests for Payment. All requests for payment of Administrative
18 Claims against Debtor and all final applications for allowance and disbursement of Professional
19 Fees must be filed by the Administrative Claims Bar Date or the Holders thereof shall be forever
20 barred from asserting such Administrative Claims against Debtor and the Reorganized Debtor.
21 All Professional Fees applications must be in compliance with all of the terms and provisions of
22 any applicable order of the Bankruptcy Court, including the Confirmation Order, and all other
23 orders governing payment of Professional Fees. Unless otherwise ordered by the Bankruptcy
24 Court, from and after the Effective Date, no professional shall be required to file fee applications
25 with the Bankruptcy Court and Reorganized Debtor may pay all professionals in the ordinary
26 course for fees and expenses incurred after the Effective Date.

27 2.3. Priority Tax Claims. Each Allowed Priority Tax Claim, if any, will be paid in full
28 by the Reorganized Debtor on the later of: (i) the fourteenth (14th) Business Day after the date
on which an order allowing such Claim becomes a Final Order; or (ii) such other time as is
agreed to by the holder of such Claim and Debtor prior to the Effective Date or the Reorganized
Debtor after the Effective Date.

3. DESIGNATION OF CLASSES OF CLAIMS AND EQUITY INTERESTS

3.1. Overview. Pursuant to the Plan and in accordance with section 1123(a)(1) of the
Bankruptcy Code, all Claims of Creditors and the Holders of Equity Securities (except
Administrative Claims and Priority Tax Claims) are placed in the Classes described below. A
Claim or Equity Interest is classified in a particular Class only to the extent that the Claim or
Equity Interest qualifies within the description of that Class and is classified in other Classes
only to the extent that any remainder of the Claim or Equity Interest qualifies within the
description of such other Classes. A Claim or Equity Interest is also classified in a particular
Class only to the extent that such Claim or Equity Interest is an Allowed Claim or Allowed
Equity Interest in that Class and has not been paid, released, or otherwise satisfied prior to the

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Effective Date. With respect to Classes of Claims described as Unimpaired under the Plan, except as otherwise provided under the Plan, nothing shall affect the rights and legal and equitable defenses of Debtor and Reorganized Debtor regarding such Claims classified as Unimpaired under the Plan, including but not limited to, all rights in respect of legal and equitable defenses to setoff or recoupment against such Claims.

3.2. Summary of Classification.

<u>Class</u>	<u>Description</u>	<u>Treatment</u>
Class 1	Secured Claims	Unimpaired. No solicitation required.
Class 2	Priority Non-Tax Claims	Unimpaired. No solicitation required.
Class 3	General Unsecured Claims	Unimpaired. No solicitation required.
Class 4	Equity Interests	Unimpaired. No solicitation required.

3.3. Class 1: Secured Claims.

3.3.1. Claims in Class. Class 1 consists of the Allowed Secured Claims.

3.3.2. Treatment. Except to the extent that a Creditor with an Allowed Secured Claim agrees to less favorable treatment, each holder of an Allowed Secured Claim shall be considered to be in its own separate subclass within Class 1 and each such subclass shall be deemed to be a separate Class for purposes of the Plan. Except to the extent that the holder of an Allowed Claim in Class 1 agrees to less favorable treatment, each holder of an Allowed Claim in Class 1 shall be satisfied by payment in Cash by the Debtor in full on the later of the Effective Date and the date such Claim becomes Allowed, or as soon thereafter as is practicable. This Class 1 shall not include the claims of any secured or allegedly secured creditors already authorized to be paid in fact pursuant to the Court's Sale Order, and thus shall not include the claims of the Lender, as well as any former creditor listed on the Settlement Statement and paid in full from the Sale Escrow. *The Debtor does not believe there are any remaining creditors in this Class 1.*

3.3.3. Impairment and Voting. Creditors in Class 1 are Unimpaired under the Plan. Holders of Allowed Class 1 Claims are not entitled to vote to accept or reject the Plan, and instead are deemed to accept the Plan pursuant to section 1126(f) of the Bankruptcy Code.

3.4. Class 2: Priority Non-Tax Claims.

3.4.1. Claims in Class. Class 2 consists of all Priority Non-Tax Claims.

3.4.2. Treatment. Except to the extent that a Creditor with an Allowed Priority Non-Tax Claim agreed to less favorable treatment, each Allowed Priority Non-Tax Claim shall be paid in full by the Reorganized Debtor upon the latest of: (i) the first Business Day after the Effective Date; (ii) such date as may be fixed by the Bankruptcy Court; (iii) the fourteenth (14th) Business Day after such Claim is Allowed, or as soon thereafter as practicable; and (iv) such date as the holder of such Claim and, prior to the Effective Date, Debtor, and after the Effective Date, the Reorganized Debtor, shall agree. *The Debtor does not believe there are any remaining creditors in this Class 2.*

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1 3.4.3. **Interest.** Each Holder of a Priority Non-Tax Claim shall also receive on
2 account of such Holder's Allowed Priority Non-Tax Claim payment of postpetition interest
3 calculated at the Federal Judgment Rate unless there is an applicable contractual interest rate, in
4 which case interest shall be paid at the contractual interest rate so long as (i) a contractual
5 interest rate was set forth in a timely filed proof of claim or (ii) the Holder of such Claim
6 provides written notice of such contractual interest rate to the Debtor's counsel on or before the
7 Effective Date, and subject to the Debtor's and any other Person's right to verify or object to the
8 existence of the asserted contractual rate of interest.

6 3.4.4. **Impairment and Voting.** Creditors in Class 2 are Unimpaired under the
7 Plan. Holders of Allowed Class 2 Claims are not entitled to vote to accept or reject the Plan, and
8 instead are deemed to accept the Plan pursuant to section 1126(f) of the Bankruptcy Code.

8 **3.5. Class 3: General Unsecured Claims.**

9 3.5.1. **Claims in Class.** Class 3 consists of Allowed General Unsecured Claims.

10 3.5.2. **Treatment.** Except to the extent that a Creditor with an Allowed General
11 Unsecured Claim agrees to less favorable treatment, Holders of Class 3 Allowed General
12 Unsecured Claims will receive payment in full of their Allowed Claims in full in Cash on the
13 Effective Date, plus interest as set forth herein, in full satisfaction, settlement, release and
14 exchange for such Allowed General Unsecured Claims.

14 3.5.3. **Interest.** Each Holder of a General Unsecured Trade Claim shall also
15 receive on account of such Holder's Claim payment of postpetition interest calculated at the
16 Federal Judgment Rate unless there is an applicable contractual interest rate, in which case
17 interest shall be paid at the contractual interest rate so long as (i) a contractual interest rate was
18 set forth in a timely filed proof of claim or (ii) the Holder of such Claim provides written notice
19 of such contractual interest rate to the Debtor's counsel on or before the Effective Date, and
20 subject to the Debtor's and any other Person's right to verify or object to the existence of the
21 asserted contractual rate of interest.

19 3.5.4. **Impairment and Voting.** Class 3 is Unimpaired under the Plan. Holders
20 of Allowed Class 3 Claims are not entitled to vote to accept or reject the Plan, and instead are
21 deemed to accept the Plan pursuant to section 1126(f) of the Bankruptcy Code.

21 **3.6. Class 4: Equity Interests.**

22 3.6.1. **Claims in Class.** Class 4 consists of Holders of Equity Interests in Debtor.

23 3.6.2. **Treatment.** Holders of Class 4 Equity Interests shall receive distributions
24 of all remaining Cash after payment of all other Allowed Claims, and any fees and costs of the
25 Escrow Agent, on the Effective Date.

26 3.6.3. **Impairment and Voting.** Class 4 is Unimpaired under the Plan. Holders
27 of Class 4 Equity Interests are not entitled to vote to accept or reject the Plan, and instead are
28 deemed to accept the Plan pursuant to section 1126(f) of the Bankruptcy Code.

28 **3.7. Elimination of Vacant Classes.** Any Class of Claims that is not occupied as of the

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1 date of the commencement of the Confirmation Hearing by an Allowed Claim or a Claim
2 temporarily Allowed under Bankruptcy Rule 3018 shall be deemed eliminated from the Plan for
3 purposes of voting to accept or reject the Plan and for purposes of determining acceptance or
4 rejection of the Plan by such Class pursuant to section 1129(a)(8) of the Bankruptcy Code.

5 **4. PLAN IMPLEMENTATION**

6 **4.1. Plan Implementation Occurring on Effective Date.** On the Effective Date,
7 without any further action by Debtor or Reorganized Debtor, all of the Debtor's assets shall vest
8 in Reorganized Debtor, subject to the terms and conditions of the Plan, and the following events
9 shall occur in the following sequence:

10 **4.1.1. Reorganized Debtor.** On and after the Effective Date, Reorganized
11 Debtor shall continue to exist as a separate entity in accordance with applicable law, and shall
12 retain all licenses necessary to its operations that existed as of the Petition Date. Debtor's
13 existing articles of organization, bylaws, corporate resolutions, operating agreement (as
14 amended, supplemented or modified, and as applicable) will continue in effect for Reorganized
15 Debtor following the Effective Date, except to the extent such documents are amended in
16 conformance with the Plan or by proper corporate action after the Effective Date.

17 **4.1.2. Prohibition of Non-Voting Equity Securities.** The Reorganized Debtor's
18 articles of organization, operating agreement, and/or bylaws shall be amended as necessary to
19 satisfy the provisions of the Plan and the Bankruptcy Code, which shall include, among other
20 matters, pursuant to section 1123(a)(6) of the Bankruptcy Code, a provision prohibiting the
21 issuance of non-voting equity interests, but only to the extent required by the Bankruptcy Code.

22 **4.2. Notice of Effectiveness.** When all of the steps contemplated by Article 6.1 have
23 been completed, the Reorganized Debtor shall file with the Bankruptcy Court and serve upon all
24 Creditors and all potential holders of Administrative Claims known to the Reorganized Debtor
25 (whether or not disputed), a Notice of Effective Date of Plan. The Notice of Effective Date of
26 Plan shall include notice of the Administrative Claim Bar Date.

27 **4.3. Immediate Distributions Directly From the Sale Escrow.** On the Effective Date,
28 except for a holdback in the amount necessary to pay any Administrative Claims, all of Debtor's
remaining cash will be distributed by the Escrow Agent directly from Escrow in accordance with
this Plan and the Confirmation Order. Except as specifically provided in the Plan or the
Confirmation Order, as of the Effective Date, all property of Reorganized Debtor shall be free
and clear of all Claims and Interests.

4.4. Operations and Management of Reorganized Debtor. From the Effective Date
until the dissolution of Reorganized Debtor, the Debtor's present manager, Dimitrios
Stamatakos, shall continue to manage and operate Debtor, and with full authority to make all
decisions and take all actions on behalf of Reorganized Debtor to effectuate the Plan.

4.5. No Governance Action Required. As of the Effective Date: (i) the adoption,
execution, delivery and implementation or assignment of all contracts, leases, instruments,
releases and other agreements related to or contemplated by the Plan; and (ii) the other matters
provided for under or in furtherance of the Plan involving corporate action to be taken by or
required of Debtor shall be deemed to have occurred and be effective as provided herein, and

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shall be authorized and approved in all respects without further order of the Bankruptcy Court or any requirement of further action by the members or managers of Debtor.

4.6. Filing with Nevada Secretary. To the extent applicable, in accordance with NRS 78.622, on the Effective Date a certified copy of the Plan and the Confirmation Order shall be filed with the Nevada Secretary. To the extent applicable, from the Confirmation Date until the Effective Date, Debtor or Reorganized Debtor as the case may be is authorized and directed to take any action or carry out any proceeding necessary to effectuate the Plan pursuant to NRS Chapter 78.

4.7. Exemption from Certain Transfer Taxes and Further Transactions. Pursuant to Section 1146(c) of the Bankruptcy Code, (i) the issuance, distribution, transfer or exchange of Estate property; (ii) the creation, modification, consolidation or recording of any deed of trust or other security interest, the securing of additional indebtedness by such means or by other means in furtherance of, or connection with this Plan or the Confirmation Order; (iii) the making, assignment, modification or recording of any lease or sublease; or (iv) the making, delivery or recording of a deed or other instrument of transfer under, in furtherance of, or in connection with, this Plan, Confirmation Order or any transaction contemplated above, or any transactions arising out of, contemplated by or in any way related to the foregoing shall not be subject to any document recording tax, stamp tax, conveyance fee, intangibles or similar tax, mortgage tax, stamp act or real estate transfer tax, mortgage recording tax or other similar tax or governmental assessment and the appropriate state of local government officials or agents shall be, and hereby are, directed to forego the collection of any such tax or assessment and to accept for filing or recordation any of the foregoing instruments or other documents without the payment of any such tax or assessment.

4.8. Reaffirmance of the Sale Order. Nothing in the Plan or the Confirmation Order shall alter or amend the terms and conditions of the Sale Order, and/or any distributions made thereunder to any and all parties as set forth in the Settlement Statement attached to the Disclosure Statement, and all such transactions shall remain in full force and effective, and are reaffirmed as such by entry of the Confirmation Order.

4.9. Final Decree. Notwithstanding otherwise applicable law, the Chapter 11 Case shall be closed and a Final Decree entered as soon as possible after the occurrence of the Effective Date, unless and until: (a) all adversary proceedings and contested matters pending before the Bankruptcy Court have been resolved by a Final Order; and (c) all Claims have either: (i) become Allowed Claims and paid in accordance with the treatment to be given such Allowed Claim pursuant to the Plan; (ii) been disallowed by a Final Order or deemed to be a Disallowed Claim, in accordance with the terms of the Plan. For the avoidance of any doubt, the pendency of any appeals shall not preclude the Debtor seeking a final decree and order closing its Chapter 11 Case.

4.10. Effectuating Documents, Further Transactions. On and after the Effective Date, Debtor is authorized to and may issue, execute, deliver, file, or record such contracts, securities, instruments, releases, and other agreements or documents and take such actions as may be necessary or appropriate to effectuate, implement, and further evidence the terms and conditions of the Plan in the name of and on behalf of Debtor, as applicable, without the need for any approvals, authorizations, or consents except for those expressly required pursuant to the Plan.

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5. EXECUTORY CONTRACTS AND UNEXPIRED LEASES

5.1. Executory Contracts and Unexpired Leases. All of the Debtor's Executory Contracts and Unexpired Leases, to the extent any existed, were already rejected by operation of the Sale Order.

5.2. Bar Date. All proofs of Claims with respect to Claims arising from the rejection of any Executory Contract or Unexpired Lease shall be filed no later than the Confirmation Hearing. Any Claim not filed within such time shall be forever barred, extinguished and released as of the entry of the Confirmation Order.

6. MANNER OF DISTRIBUTION OF PROPERTY UNDER THE PLAN

6.1. Distributions on Account of Claims Allowed as of the Effective Date. Distributions under the Plan on account of Claims Allowed on or before the Effective Date shall be made on the Effective Date, as otherwise set forth in the Plan, or on the first date thereafter as is reasonably practicable.

6.2. Manner of Payment Under the Plan. Distributions of Cash to be made by the Debtor or Reorganized Debtor or Escrow Agent pursuant to the Plan shall be made by check or by wire transfer.

6.3. Whole Dollars. Any other provision of the Plan to the contrary notwithstanding, no payments of cents will be made. Whenever any payment of cents would otherwise be called for, the actual payment may reflect a rounding of such fraction to the nearest whole dollar (up or down).

6.4. Escheat. Holders of Allowed Claims shall have three (3) months from the check date to negotiate Distribution checks issued by the Debtor under the terms of the Plan, otherwise payment on such checks may at the Debtor's sole discretion be stopped and the funds shall escheat to the Debtor or Reorganized Debtor and shall be promptly distributed to Debtor or Reorganized Debtor in accordance with section 347 of the Bankruptcy Code.

6.5. Delivery of Distributions.

6.5.1. Record Date for Distributions. On the Distribution Record Date, the Claims Register shall be closed and any Person responsible for making Distributions, including the Debtor and the Escrow Agent, shall be authorized and entitled to recognize only those record Holders listed on the Claims Register as of the close of business on the Distribution Record Date. Notwithstanding the foregoing, if a Claim is transferred twenty or fewer days before the Distribution Record Date, the Reorganized Debtor shall make Distributions to the transferee only to the extent practical and in any event only if the relevant transfer forms contains an unconditional and explicit certification and waiver of any objection to the transfer by the transferor.

6.5.2. Delivery of Distributions in General. Except as otherwise provided in the Plan, and notwithstanding any authority to the contrary, Distributions to all Holders of Allowed Claims shall be made to Holders of record as of the Distribution Record Date by the Debtor or Reorganized Debtor:

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1 6.5.2.1. In accordance with Federal Rule of Civil Procedure 4, as modified
and made applicable by Bankruptcy Rule 7004;

2 6.5.2.2. To the signatory set forth on any of the Proofs of Claim Filed by
3 such Holder or other representative identified therein (or at the last known addresses of
4 such Holder if no Proof of Claim is Filed or if Debtor have been notified in writing of a
change of address);

5 6.5.2.3. To the addresses set forth in any written notices of address
6 changes delivered to Debtor after the date of any related Proof of Claim;

7 6.5.2.4. To the addresses reflected in the Schedules if no Proof of Claim
8 has been Filed and the Debtor or Reorganized Debtor have not received a written notice
of change of address; or

9 6.5.2.5. To any counsel that has appeared in the Chapter 11 Case on the
10 Holder's behalf.

11 **6.5.3. Distributions Not Subject to Legal Process.** Except as otherwise
12 provided in the Plan, Distributions under the Plan, made on account of Allowed Claims, shall not
13 be subject to levy, garnishment, attachment, or like legal process. Each Holder of an Allowed
14 Claim shall have and receive the benefit of the Distributions in the manner set forth in the Plan.
Absent willful misconduct or gross negligence, Debtor and Reorganized Debtor, as applicable,
shall not incur any liability on account of any Distributions made under the Plan.

15 **6.5.4. Returned Distributions.** In the case of Distributions to the Holders of
16 Allowed Claims that are returned to the Debtor or Reorganized Debtor due to an incorrect or
17 incomplete address, the Debtor or Reorganized Debtor shall retain any such returned
18 Distribution in a segregated account established by the Debtor or Reorganized Debtor to keep
19 track of any returned Distributions. Unless the Holder of the Allowed Claim relating to any such
20 returned Distribution contacts the Debtor or Reorganized Debtor (or its designee) within three
21 (3) months from the date on which such Distribution was returned and provides the Debtor or
Reorganized Debtor (or its designee) with acceptable proof of identity and an accurate address,
such Holder shall forfeit all rights thereto, and to any and all future Distributions or rights under
the Plan. In such event, the Claim for which such Distributions was issued shall be treated as a
Disallowed Claim and the Distribution on account of such Disallowed Claim shall promptly be
distributed to Debtor.

22 **6.5.5. Disputed Distributions.** In the event of any dispute between or among
23 Holders of Claims as to the right to any Holder of a Claim to receive or retain any Distribution to
24 be made to such Holder under the Plan, the Debtor or Reorganized Debtor, in lieu of making
25 such Distribution to such Holder, may make it instead into an escrow account for payment as
26 ordered by the Bankruptcy Court or as the interested parties to such dispute may otherwise agree
27 among themselves. Any such Holder who fails to raise such dispute by filing an appropriate
28 request for relief with the Bankruptcy Court prior to the issuance of such disputed Distribution
by the Debtor or Reorganized Debtor shall be deemed to have forever waived any right to
dispute such Distribution or to enjoin, impair or otherwise restrict the use of any such
Distribution.

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1 **6.5.6. Setoffs.** The Debtor or Reorganized Debtor may, but shall not be required
2 to, set-off against any Distributions to be made pursuant to the Plan to a Holder of an Allowed
3 Claim, Claims of any nature whatsoever that Debtor may have, or may have had, against such
4 Holder that have not been previously released, but neither the failure to do so, nor the allowance
5 of any Claim held by such Holder shall constitute a waiver or release by the Debtor or
6 Reorganized Debtor of any such Claim Debtor may have, or may have had, against such Holder.

7 **6.5.7. Withholding Taxes.** The Debtor or Reorganized Debtor shall be entitled
8 to deduct any applicable federal or state withholding taxes from any payments made with respect
9 to Allowed Claims, as appropriate, and shall otherwise comply with section 346 of the
10 Bankruptcy Code.

11 **6.5.8. No Recourse.** Except as specifically set forth herein, no recourse shall
12 ever be had, directly or indirectly, against officer, director, agent, attorney, accountant or other
13 professional for the Reorganized Debtor, by legal or equitable proceedings or by virtue of any
14 statute or otherwise, nor upon any promise, contract, instrument, undertaking obligation,
15 covenant or agreement whatsoever executed by the Reorganized Debtor under the Plan, or by
16 reason of the creation of any indebtedness by the Reorganized Debtor under the Plan for any
17 purpose authorized by the Plan, it being expressly understood and agreed that all such liabilities,
18 covenants, and agreements of the Reorganized Debtor, whether in writing or otherwise, shall be
19 enforceable only against and be satisfied only by the Reorganized Debtor and the Assets.

20 **7. RESERVATION OF RIGHTS**

21 **7.1. Withdrawal of Plan; Rights if Plan Not Confirmed; Effective Date Does Not
22 Occur.** Debtor reserves the right to revoke or withdraw the Plan prior to the Confirmation Date
23 and to File subsequent plans of reorganization. If Debtor revokes or withdraws the Plan, or if
24 Confirmation of the Plan or the Effective Date does not ultimately occur, then: (1) the Plan shall
25 be null and void in all respects; (2) any settlement or compromise embodied in the Plan
26 (including the fixing or limiting to an amount certain of any Claim or Class of Claims),
27 assumption or rejection of Executory Contracts or Unexpired Leases affected by the Plan, and
28 any document or agreement executed pursuant to the Plan, shall be deemed null and void; and
(3) nothing contained in the Plan shall: (a) constitute a waiver or release of any Claims or
Interests by or against Debtor or any Person; (b) prejudice in any manner the rights of Debtor or
any other Person in any further proceedings involving Debtor; or (c) constitute an admission,
acknowledgment, offer, or undertaking of any sort by Debtor or any other Person.

7.2. No Admissions or Waiver. Without limiting the generality of any similar provision
in the Plan, notwithstanding anything in the Plan to the contrary, nothing contained in the Plan or
in the Disclosure Statement shall be deemed an admission by Debtor or any Person with respect
to any matter set forth herein. If Confirmation of the Plan or the Effective Date does not
ultimately occur, no statement contained in the Plan or in the Disclosure Statement may be used
or relied on in any manner in any suit, action, proceeding or controversy within or outside of the
Chapter 11 Case against Debtor. Debtor reserves any and all of its rights as against all Persons
and Entities in the event Confirmation of the Plan or the Effective Date does not ultimately
occur.

7.3. Term of Bankruptcy Injunction or Stays. All injunctions or stays provided for in
the Chapter 11 Case under sections 105 or 362 of the Bankruptcy Code, or otherwise, and in

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existence on the Confirmation Date, shall remain in full force and effect until the Effective Date unless the Bankruptcy Court shall order otherwise.

8. CONDITIONS PRECEDENT TO CONFIRMATION AND THE EFFECTIVE DATE

8.1. Conditions to Confirmation. As a condition precedent to the Confirmation of the Plan, the Confirmation Order shall be in form and substance reasonably acceptable to the Debtor.

8.2. Conditions to Occurrence of Effective Date. The following are conditions precedent to the occurrence of the Effective Date:

8.2.1. The Confirmation Order shall be a Final Order, except that Debtor reserves the right to cause the Effective Date to occur notwithstanding the pendency of an appeal of the Confirmation Order, under circumstances that would moot such appeal;

8.2.2. No request for revocation of the Confirmation Order under section 1144 of the Bankruptcy Code shall have been made, or, if made, shall remain pending, including any appeal;

8.2.3. All documents necessary to implement the transactions contemplated by the Plan shall be in form and substance reasonably acceptable to the Debtor;

8.2.4. Sufficient Cash and other assets are set aside, reserved and withheld to make the distributions required by the Bankruptcy Code and the Plan; and

8.2.5. Debtor, in its sole discretion, may waive the Final Order condition in Section 9.2.1 above at any time from and after the Confirmation Date. In that event, Debtor will be entitled to render any or all performance under the Plan prior to what otherwise would be the Effective Date if the above-referenced conditions were not waived; including, but not limited to, the right to perform under any circumstances which would moot any appeal, review or other challenge of any kind to the Confirmation Order if the Confirmation Order is not stayed pending such appeal, review or other challenge.

9. EFFECT OF CONFIRMATION OF PLAN

9.1. Discharge. The Debtor is liquidating and therefor will not receive a discharge.

9.2. Binding Effect of Plan/Injunction. Upon the Effective Date, section 1141 of the Bankruptcy Code shall become applicable with respect to the Plan and the Plan shall be binding on all parties to the fullest extent permitted by section 1141(a) of the Bankruptcy Code. In accordance with section 1141 of the Bankruptcy Code, all of Debtor's property shall be vested in Debtor free and clear of all claims, liens and interests of creditors and equity interest holders. Upon the Effective Date, all persons and entities shall be permanently enjoined by the Plan from (i) commencing or continuing any action, employing any process, asserting or undertaking an act to collect, recover, or offset, directly or indirectly, any claim, rights, causes of action, liabilities, or interests in or against any property distributed or to be distributed under the Plan, or vested in Debtor, based upon any act, omission, transaction, or other activity that occurred before the Effective Date, (ii) creating, perfecting or enforcing any lien or encumbrance against any property distributed or to be distributed under the Plan other than as permitted under the Plan,

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and (iii) without limiting the generality of the foregoing, asserting any claims against Debtor based on successor liability or similar or related theory, except to the extent a person or entity holds an allowed claim under the plan and is entitled to a distribution and/or lien under the plan in accordance with its terms, and to enforce its rights to distribution under the Plan. On and after the Effective Date, each holder of any claim against or interest in Debtor is permanently enjoined from taking or participating in any action that would interfere or otherwise hinder debtor from implementing the Plan, the Confirmation Order in accordance with the terms thereof.

9.3. Exculpation. Neither the Debtor nor any of its Representatives, nor the Escrow Agent (collectively, the “Releasees”) shall have or incur any liability to any Holder of a Claim against or Interest in Debtor, or any other party-in-interest, for any act, omission, transaction or other occurrence in connection with, relating to, or arising out of the Chapter 11 Case, the pursuit of confirmation of the Plan, or the consummation of the Plan, except and solely to the extent such liability is based on fraud, gross negligence or willful misconduct. The Debtor and its Representatives, and the Escrow Agent, shall be entitled to reasonably rely upon the advice of counsel with respect to any of their duties and responsibilities under the Plan or in the context of the Chapter 11 Case. No Holder of a Claim against or Interest in Debtor, or any other party-in-interest, including their respective Representatives, shall have any right of action against the Debtor or any of its Representatives, or the Escrow Agent, for any act, omission, transaction or other occurrence in connection with, relating to, or arising out of, the Chapter 11 Case, the pursuit of confirmation of the Plan, the consummation of the Plan or the administration of the Plan, except to the extent arising from fraud, gross negligence or willful misconduct. Nothing in this Article shall be deemed an exculpation by Debtor or any of their Representatives, nor the Escrow Agent, for any acts, omissions, transactions, events or other occurrences taking place after the Effective Date.

9.4. Injunctions.

9.4.1. Injunction Protecting Exculpation. All Holders of Claims against or Interests in Debtor and any other parties-in-interest, along with any of their Representatives and any of their successors or assigns are permanently enjoined, from and after the Effective Date, from (i) commencing or continuing in any manner any action or other proceeding of any kind against Releasees or any of their respective Representatives in respect of any potential liability for which exculpation is granted pursuant to the Plan, (ii) enforcing, attaching, collecting or recovering by any manner or means of any judgment, award, decree or order against Releasees or any of their respective Representatives in respect of any potential liability for which exculpation is granted pursuant to the Plan, (iii) creating, perfecting, or enforcing any encumbrance of any kind against Releasees or any of their respective Representatives in respect of any potential liability for which exculpation is granted pursuant to the Plan.

9.4.2. Injunction Against Interference With Plan. Upon the Effective Date, all Holders of Claims against or Equity Interests in Debtor and their respective Representatives and any of their successors or assigns shall be enjoined from taking any actions to interfere with the implementation or consummation of the Plan.

9.5. Adequate Protection Liens; Cash Collateral Orders. As of the Effective Date, all of Debtor’s obligations under all Cash Collateral Orders and any stipulations approved thereby, and any liens or claims granted thereby, shall be deemed to be fully satisfied, released, and

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terminated, and of no further force and effect.

9.6. Modification of Debt Instruments. On the Effective Date, all instruments evidencing indebtedness of the Debtor held by Holders of Claims that have been paid in full pursuant thereto shall be deemed canceled as against Debtor.

9.7. Judgments Void. Any judgment obtained before or after the Effective Date in any court other than the Bankruptcy Court shall be null and void as a determination of liability of Debtor with respect to any debt treated by the Plan.

9.8. Revesting of Assets in Debtor. Except as otherwise expressly provided herein or in the Confirmation Order, on the Effective Date, but retroactive to the Confirmation Date, without any further action, Reorganized Debtor will be vested with all of the property of the Estate, wherever situate, free and clear of all Claims, Liens (except for Liens provided or authorized pursuant to the Plan). Without limiting the generality of the foregoing, on and after the Effective Date, Debtor shall be vested with all of the property of the Estate, wherever situated, free and clear of any Claims based on any form of successor liability or similar or related theory of liability. On and after the Effective Date, (i) Debtor shall be free of any restrictions imposed by the Bankruptcy Code or Bankruptcy Court, may operate their business and may use, acquire or dispose of their assets free of any restrictions imposed by the Bankruptcy Code and the Bankruptcy Rules and without supervision or approval by the Bankruptcy Court, other than the obligations set forth in the Plan, or the Confirmation Order.

9.9. Maintenance of Administrative Claim Status. Notwithstanding anything herein to the contrary, Allowed Administrative Claims shall maintain their administrative priority status under section 507(a)(2) of the Bankruptcy Code until paid in full.

9.10. No Limitation on Effect of Confirmation. Nothing contained in the Plan or the Disclosure Statement will limit, waive or restrict in any way the effect of Confirmation as set forth in section 1141 of the Bankruptcy Code. Confirmation will bind Debtor, all Creditors, Equity Interest Holders and other parties in interest to the provisions of the Plan, whether or not the Claim or Equity Interest of such Creditor or Equity Interest Holder is Impaired under the Plan and whether or not such Creditor or Equity Interest Holder has accepted the Plan and whether or not a proof of Claim or Equity Interest has been filed or deemed to have been filed under sections 501 or 1111(a) of the Bankruptcy Code, or such Claim or Equity Interest is allowed under section 502 of the Bankruptcy Code.

10. RETENTION OF JURISDICTION

10.1. Retention of Jurisdiction. Except to the extent otherwise expressly set forth herein, the Bankruptcy Court shall retain jurisdiction of the Chapter 11 Case following the Confirmation Date for the following purposes, it being expressly intended that such retention of jurisdiction shall in all cases hereafter set forth, extend to any actions or proceedings commenced prior or subsequent to the Confirmation Date and/or the Effective Date whether by Debtor, or the parties specified herein:

10.1.1. To hear and determine any objections to the allowance of Claims, including any objections by Debtor with respect to any Claims which have been reinstated or assumed in accordance with the terms of the Plan;

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1 10.1.2. To determine any and all applications for compensation for any
2 Professionals and similar fees to the extent made specifically subject to a hearing under the Plan
and applicable provisions of the Bankruptcy Code;

3 10.1.3. To determine any and all applications for the rejection or assumption and
4 assignment of Executory Contracts or for the rejection or assumption and assignment, as the case
5 may be, of Unexpired Leases to which Debtor is a party or with respect to which it may be liable,
and to hear and determine, and if need be to liquidate, any and all Claims arising therefrom;

6 10.1.4. To modify the Plan pursuant to section 1127 of the Bankruptcy Code or to
7 remedy any defect or omission or reconcile any inconsistency in the Confirmation Order to the
extent authorized by the Bankruptcy Code;

8 10.1.5. To hear and determine all controversies, suits and disputes, if any, as may
9 arise in connection with the interpretation or enforcement of the Plan;

10 10.1.6. To hear and determine all controversies, suits and disputes, if any, as may
arise with regard to orders of this Bankruptcy Court entered in the Chapter 11 Case;

11 10.1.7. To adjudicate all controversies concerning the classification of any Claim;

12 10.1.8. To liquidate damages in connection with any disputed, contingent or
13 unliquidated Claim;

14 10.1.9. To adjudicate all Claims to a security or ownership interest in any of the
15 Assets, or in any proceeds thereof;

16 10.1.10. To adjudicate all Claims or controversies arising out of any purchases,
17 sales or contracts made or undertaken by Debtor;

18 10.1.11. To determine all questions and disputes regarding recovery of and
entitlement to any property of Debtor, or in any proceeds thereof;

19 10.1.12. To determine issues and disputes concerning entitlement to Distributions
20 to be made under and pursuant to the Plan;

21 10.1.13. To enter any order, including injunctions, necessary to enforce the title,
22 rights and powers of Debtor's limitations, restrictions, terms and conditions on such title, rights
and powers as the Bankruptcy Court may deem necessary or appropriate;

23 10.1.14. To determine such other matters as may be provided for in the
24 Confirmation Order and the Plan, or as may from time to time be authorized under the provisions
of the Bankruptcy Code or any other applicable law;

25 10.1.15. To enter a Final Decree closing the Chapter 11 Case;

26 10.1.16. To enforce the provisions of any Administrative Claim Bar Date entered
27 by the Bankruptcy Court;

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1 10.1.17. To make such orders as are necessary or appropriate to carry out the
2 provisions of the Plan, including but not limited to orders interpreting, clarifying or enforcing the
provisions thereof;

3 10.1.18. To determine issues and disputes with respect to the Refinanced Secured
4 Loan Documents arising after the Effective Date; and

5 10.1.19. Without limiting the generality of any of the foregoing, to hear and
6 determine matters concerning state, local, and federal taxes in accordance with sections 345,
505, and 1146 of the Bankruptcy Code.

7 10.2. **Jurisdiction Unaffected.** The occurrence of the Effective Date and/or the entry
8 of a Final Decree shall not divest the Bankruptcy Court of any jurisdiction otherwise retained
under this Article XI or the Confirmation Order.

9 10.3. **Failure of Bankruptcy Court to Exercise Jurisdiction.** If the Bankruptcy Court
10 abstains from exercising or declines to exercise jurisdiction, or is otherwise without jurisdiction
11 over any matter arising under, arising in or related to the Bankruptcy Case, including any of the
matters set forth in the Plan, the Plan shall not prohibit or limit the exercise of jurisdiction by any
12 other court of competent jurisdiction with respect to such matter.

13 **11. MISCELLANEOUS PROVISIONS**

14 **11.1. Modification of the Plan.**

15 11.1.1 Debtor may alter, amend or modify the Plan at any time before the entry
16 of the Confirmation Order, provided that the Plan, as altered, amended or modified, satisfies the
conditions of sections 1122 and 1123 of the Bankruptcy Code, and Debtor shall have complied
17 with section 1125 of the Bankruptcy Code. However, the Bankruptcy Court may require a new
disclosure statement and/or re-voting on the Plan if Debtor modifies the Plan before
Confirmation.

18 11.1.2 Debtor may also seek to alter, amend or modify the Plan at any time after
19 Confirmation so long as (i) the Plan has not been substantially consummated, (ii) as altered,
amended or modified the Plan satisfies the conditions of section 1122 and 1123 of the
20 Bankruptcy Code, and (iii) the Bankruptcy Court authorizes the proposed modification after
notice and a hearing under section 1129 of the Bankruptcy Code.

21 11.1.3 A Holder of a Claim that has accepted the Plan shall be deemed to have
22 accepted the Plan, as altered, amended or modified, if the proposed alteration, amendment or
23 modification does not materially and adversely change the treatment of the Claim of such
Holder. Prior the Effective Date, Debtor may make appropriate technical non-material
24 modifications to the Plan or the Disclosure Statement without further order or approval of the
Bankruptcy Court, provided that such technical modifications do not adversely affect the
25 treatment of Holders of Claims or Equity Interest.

26 11.1.4 Debtor further reserves the right to modify the treatment of any Allowed
27 Claims at any time after the Effective Date of the Plan upon the consent of the Creditor whose
Allowed Claim treatment is being modified, so long as no other Creditors are materially
28 adversely affected.

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1 11.1.5 Debtor reserves the right, in accordance with the Bankruptcy Code, to
2 amend, amend or modify the Plan before or after the Confirmation Date, including making any
3 amendments or modifications to satisfy the requirements of section 1129(b) of the Bankruptcy
4 Code, if necessary.

5 11.2. Notices. Except as otherwise set forth below, all notices, requests, elections or
6 demands in connection with the Plan, including any change of address of any Holder of a Claim
7 for the purposes of receiving any Distributions under the Plan, shall be in writing and shall be
8 delivered personally, by facsimile, electronic mail or overnight courier (confirmed by first class
9 mail or express mail) or mailed by first class mail. Such notice shall be deemed to have been
10 given when received or, if mailed by first class mail, five (5) Business Days after the date of
11 mailing, or if express mailed, the next Business Day following the date of mailing and addressed
12 to the following:

13 If to Debtor: Las Vegas John, L.L.C.
14 Attn: Dimitrios Stamatakos
15 E-mail: pkt617@aol.com

16 With a Copies to: Larson & Zirzow, LLC
17 Attn: Matthew C. Zirzow, Esq.
18 850 E. Bonneville Avenue
19 Las Vegas, Nevada 89101
20 Phone: (702) 382-1170
21 Fax: (702) 382-1169
22 E-mail: mzirzow@lzlawnv.com

23 and

24 Flangas Dalacas Law Group
25 Attn: Dimitri P. Dalacas, Esq.
26 3275 South Jones Blvd., Suite 105
27 Las Vegas, Nevada 89146
28 Phone: (702) 307-9500
Fax: (702) 382-9452
E-mail: dpd@fdlawlv.com

11.2.1. All notices and requests to Holders of Claims of any Class shall be sent to
them at their known address. Any Holder of a Claim of any Class may designate in writing any
other address for purposes of this Section, which designation shall be effective upon receipt.

11.3. Headings. The headings used in the Plan are inserted for convenience only and do
not constitute a portion of the Plan nor in any manner affect the provisions of the Plan.

11.4. Nonseverability of Plan Provisions. If, prior to Confirmation, any term or
provision of the Plan is held by the Bankruptcy Court to be invalid, void, or unenforceable, the
Bankruptcy Court shall have the power, at the request of Debtor and subject to the consent of
any party adversely affected thereby, to alter and interpret such term or provision to make it
valid or enforceable to the maximum extent practicable, consistent with the original purpose of
the term or provision held to be invalid, void, or unenforceable, and such term or provision shall
then be applicable as altered or interpreted. Notwithstanding any such holding, alteration, or

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1 interpretation, the remainder of the terms and provisions of the Plan will remain in full force and
2 effect and will in no way be affected, Impaired, or invalidated by such holding, alteration, or
3 interpretation. The Confirmation Order shall constitute a judicial determination and shall
4 provide that each term and provision of the Plan, as it may have been altered or interpreted in
5 accordance with the foregoing, is: (a) valid and enforceable pursuant to its terms; (b) integral to
6 the Plan and may not be deleted or modified without the consent of Debtor and any other Person
7 affected by such provision; and (c) nonseverable and mutually dependent.

8 **11.5. Waiver or Estoppel.** Each Holder of a Claim or an Interest shall be deemed to
9 have waived any right to assert any argument, including the right to argue that its Claim or
10 Interest should be Allowed in a certain amount, in a certain priority, Secured or not subordinated
11 by virtue of an agreement made with Debtor or its counsel, or any other Person, if such
12 agreement was not disclosed in the Plan, the Disclosure Statement, or papers Filed with the
13 Bankruptcy Court prior to the Confirmation Date.

14 **11.6. Governing Law.** Except to the extent that the Bankruptcy Code or other federal
15 law is applicable or as provided in any contract, instrument, release or other agreement entered
16 into in connection with the Plan or in any document which remains unaltered by the Plan, the
17 rights, duties and obligations of Debtor and any other Person arising under the Plan shall be
18 governed by, and construed and enforced in accordance with, the internal laws of the State of
19 Nevada without giving effect to Nevada's choice of law provisions.

20 **11.7. Successors and Assigns.** The rights and obligations of any Person named or
21 referred to in the Plan shall be binding upon, and shall inure to the benefit of, the successors and
22 assigns of such Person.

23 **11.8. Modification of Payment Terms.** The Reorganized Debtor reserves the right to
24 modify the treatment of any Allowed Claim or Allowed Equity Interest in any manner adverse
25 only to the holder of such Allowed Claim or Allowed Equity Interest at any time after the
26 Effective Date upon the prior written consent of the holder whose Allowed Claim or Allowed
27 Equity Interest treatment is being adversely affected.

28 **11.9. Effectuating Documents; Further Transactions; Timing.** The Debtor and the
Reorganized Debtor are each authorized to execute, deliver, file or record such contracts,
instruments, releases and other agreements or documents and to take such actions as may be
necessary or appropriate to effectuate and further evidence the terms and conditions of the Plan
and any securities issued, transferred or canceled pursuant to the Plan. All transactions that are
required to occur on the Effective Date under the terms of the Plan shall be deemed to have
occurred simultaneously. The Debtor and the Reorganized Debtor are authorized and directed to
do such acts and execute such documents as are necessary to implement the Plan.

11.10. Exemption from Transfer Taxes. Pursuant to section 1146(c) of the Bankruptcy
Code, (i) the issuance, distribution, transfer or exchange of Estate property; (ii) the creation,
modification, consolidation or recording of any deed of trust or other security interest, the
securing of additional indebtedness by such means or by other means in furtherance of, or
connection with the Plan or the Confirmation Order; (iii) the making, assignment, modification
or recording of any lease or sublease; or (iv) the making, delivery or recording of a deed or other
instrument of transfer under, in furtherance of, or in connection with, the Plan, Confirmation
Order or any transaction contemplated above, or any transactions arising out of, contemplated by

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1 or in any way related to the foregoing shall not be subject to any document recording tax, stamp
2 tax, conveyance fee, intangibles or similar tax, mortgage tax, stamp act or real estate transfer tax,
3 mortgage recording tax or other similar tax or governmental assessment and the appropriate state
4 or local government officials or agents shall be, and hereby are, directed to forego the collection
5 of any such tax or assessment and to accept for filing or recordation any of the foregoing
6 instruments or other documents without the payment of any such tax or assessment.

7 **11.11. Post Confirmation Conversion or Dismissal.** A creditor or party in interest may
8 bring a motion to convert or dismiss the Chapter 11 Case under section 1112(b) of the
9 Bankruptcy Code, after the Plan is confirmed, if there is a default in performance of the Plan or
10 if cause exists under section 1112(b) of the Bankruptcy Code. If the Bankruptcy Court orders
11 the case converted to Chapter 7 after the Plan is confirmed, then all property that had been
12 property of the Estate, and that has not been disbursed or distributed pursuant to the Plan, will
13 revert in the Chapter 7 estate, and the automatic stay will be re-imposed upon the re-vested
14 property only to the extent that relief from stay was not previously granted by the Bankruptcy
15 Court during these Chapter 11 Case. In addition, any Allowed Administrative Claims which are
16 not paid on the Effective Date shall continue to be entitled to administrative priority, under
17 section 507(a)(1) of the Bankruptcy Code in any such subsequent Chapter 7 case to which this
18 case is converted.

19 **11.12. Cramdown.** In the event that any impaired Class is determined to have rejected
20 the Plan in accordance with section 1126 of the Bankruptcy Code, the Debtor may invoke the
21 provisions of section 1129(b) of the Bankruptcy Code to satisfy the requirements for
22 confirmation of the Plan. Debtor reserves the right to modify the Plan to the extent, if any, that
23 Confirmation pursuant to section 1129(b) of the Bankruptcy Code requires modification.

24 **11.13. Fees and Reporting to the United States Trustee.** Prior to the Effective Date,
25 the Debtor, and after the Effective Date, the Reorganized Debtor, are obligated to pay the Office
26 of the U.S. Trustee U.S. Trustee Fees. All U.S. Trustee Fees that accrue prior to Confirmation of
27 the Plan will be paid on or before the Effective Date pursuant to Section 1129(a)(12) of the
28 Bankruptcy Code. All U.S. Trustee Fees accruing post-confirmation are due on a calendar
quarter basis and will be reported on post-confirmation operating reports as required by the U.S.
Trustee Guidelines.

11.14. Post Confirmation Reports and Quarterly Fees. Until the entry of the final
decree, the Debtor shall File, not later than twenty (20) days after the end of the calendar quarter
which occurs after the entry of the Confirmation Order, and every three (3) months thereafter, a
report of the action taken by the Reorganized Debtor and the progress made toward
consummation of the confirmed Plan. U.S. Trustee Fees continue to be payable to the Office of
the United States Trustee post-confirmation until such time as the case is converted, dismissed,
or closed pursuant to Final Decree.

11.15. Entire Agreement. The Plan, as described herein, the Disclosure Statement and
exhibits thereto, set forth the entire agreement and understanding of the parties hereto relating to
the subject matter hereof and supersede all prior discussions and documents. No party hereto
shall be bound by any terms, conditions, definitions, warrants, understandings or representations
with respect to the subject matter hereof, other than as in expressly provided for herein or as may
hereafter be agreed by the parties in writing.

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Dated: March 9, 2017.

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LAS VEGAS JOHN, L.L.C.,
a Nevada limited liability company:

By: /s/ Dimitrios Stamatakos
Dimitrios Stamatakos, Manager

Prepared and submitted:

LARSON & ZIRZOW, LLC

By: /s/ Matthew C. Zirzow
ZACHARIAH LARSON, ESQ.
Nevada Bar No. 7787
MATTHEW C. ZIRZOW, ESQ.
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EXHIBIT 2

EXHIBIT 2

<i>Name of Claimant</i>	<i>Amount</i>	
<i>Total Currently in Escrow at Nevada Title Company</i>	\$749,632.24	
<i>Class 3 - General Unsecured Claims:</i>		
Victoria Stamatakos	\$21,000.00	**
Upper Ground Flooring	\$1,300.00	*
Southwest Gas Corporation	\$411.67	*
Robert Selmon	\$400.00	*
NV Energy	\$0.00	*
Michael Camargo	\$1,500.00	*
Home Team Pest Defense, Inc.	\$630.00	*
Cox Communications	\$9,624.51	*
Cecil Thomas	\$1,500.00	*
Subtotal	\$36,366.18	
<i>Holdback for UST Fees, Administrative Claims and Escrow Fees:</i>	\$12,000.00	*
(After satisfaction of all fees, any remaining balance sent to Class 4)		
<i>Class 4 - Equity Security Holder:</i>		
Dimitrios Stamatakos	\$701,266.06	**
(Class 4 to receive any remaining balance from escrow after satisfaction of all other claims)		

*Amounts to be paid via check per mailing addresses provided by Debtor's counsel.

**Amounts to be paid per instructions provided by Victoria or Dimitrios Stamatakos.

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