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6 *and Debtor-in-possession*

7 **UNITED STATES BANKRUPTCY COURT**  
8 **DISTRICT OF NEVADA**

9  
10 In re:  
11 ELITE INSTALLS LLC  
12 Debtor.

Case No. 17-13633-abl  
Chapter 11

Hearing:  
Date: March 14, 2018  
Time: 1:30 p.m.

13  
14 **DEBTOR'S DISCLOSURE STATEMENT TO**  
15 **ACCOMPANY ITS PLAN OF REORGANIZATION**

16 ELITE INSTALLS LLC (hereinafter, "Debtor"), is also referred to as the Plan "Proponent",  
17 by and through its counsel, David J. Winterton, Esq., of the law firm of DAVID J. WINTERTON  
18 & ASSOCIATES, LTD., hereby presents this Disclosure Statement ("Disclosure Statement") to  
19 accompany its Plan of Reorganization (hereinafter the "Plan") to all of the known creditors of the  
20 Debtor pursuant to 11 U.S.C. § 1125. The purpose of this Disclosure Statement is to provide such  
21 information as may be deemed materially important and necessary to the Creditors of the Debtor  
22 to make a reasonably informed decision in exercising their right to vote for the acceptance of the  
23 Debtor's Plan. The Plan, a copy of which accompanies this Disclosure Statement as "Exhibit 1,"  
24 has also been filed with the Bankruptcy Court.  
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**I. INTRODUCTION AND REPRESENTATIONS.**

**A. Purpose of Disclosure Statement.**

The purpose of this Disclosure Statement is to: (1) assist the Claimants in making an informed decision as to whether or not to accept or reject the Plan; and to (2) assist the Bankruptcy Court in making an informed decision as to whether or not the Plan complies with the requirements of the Bankruptcy Code.

**B. Introduction.**

The Proponent is filing this Disclosure Statement to inform the Claimants of the Proponent's Plan to reorganize the Debtor. Unless otherwise defined herein, terms defined in the Plan shall have the same meaning when used in this Disclosure Statement. In addition, unless otherwise defined herein or in the Plan, terms used in this Disclosure Statement shall have the same meaning as in the Bankruptcy Code or the Bankruptcy Rules.

**C. Representations.**

This Disclosure Statement is submitted in accordance with Bankruptcy Code §1125 for the purpose of soliciting acceptances of the Plan from holders of certain Claims. The Bankruptcy Court approved this Disclosure Statement as containing information of a kind, and in sufficient detail, adequate to enable a hypothetical, reasonable investor typical of each of the Classes being solicited to make an informed judgment whether to vote to accept or reject the Plan. In determining whether the Plan should be confirmed, the Bankruptcy Court will consider whether the Plan satisfies the various requirements of the Bankruptcy Code, including whether or not it is feasible and whether or not it is in the best interests of the Claimants. The Bankruptcy Court will also receive and consider a ballot summary prepared by the Debtor concerning the votes for acceptance or rejection of the Plan by Persons entitled to vote. Each Class of Creditors allowed to vote on the Plan will be deemed to have accepted the Plan, if the Plan is accepted by valid ballots cast by Creditors that hold at least two-third (2/3) in dollar amount and more than one half (1/2) in number of the allowed claims of the Creditors in that class actually voting to accept or reject the Plan.

The information provided in this Disclosure Statement was information provided by the Debtor's management and accountants. Counsel for the Debtor does not make any personal guarantees or representations as to the accuracy of the numbers and information.

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1           **THIS DISCLOSURE STATEMENT IS NOT THE PLAN. THIS DISCLOSURE**  
2 **STATEMENT, TOGETHER WITH THE PLAN WHICH IS ATTACHED HERETO AS**  
3 **EXHIBIT "1", SHOULD BE READ IN THEIR ENTIRETY. FOR THE CONVENIENCE**  
4 **OF CREDITORS, THE PLAN IS SUMMARIZED IN THIS DISCLOSURE STATEMENT,**  
5 **BUT ALL SUMMARIES ARE QUALIFIED IN THEIR ENTIRETY BY THE PLAN**  
6 **ITSELF, WHICH IS CONTROLLING IN THE EVENT OF ANY INCONSISTENCY.**

7           The Bankruptcy Court will hold a hearing on confirmation of the Plan commencing  
8 at \_\_\_\_ p.m. on \_\_\_\_\_, in Courtroom No. 3, 3rd Floor, United States Courthouse,  
9 300 Las Vegas Boulevard South, Las Vegas, Nevada. The confirmation hearing may be adjourned  
10 from time to time without further written notice.

11           Certain materials contained in this Disclosure Statement are taken directly from  
12 other, readily accessible documents or are digests of other documents. While every effort has been  
13 made to retain the meaning of such documents, you are urged to thoroughly review the documents  
14 themselves.

15           **ANY REPRESENTATIONS OR INDUCEMENTS MADE TO SECURE YOUR**  
16 **ACCEPTANCE WHICH ARE OTHER THAN THOSE CONTAINED IN THIS**  
17 **DISCLOSURE STATEMENT SHOULD NOT BE RELIED UPON BY YOU IN ARRIVING**  
18 **AT YOUR DECISION. THIS IS A SOLICITATION BY THE DEBTOR ONLY AND IS**  
19 **NOT A SOLICITATION BY THE DEBTOR'S ATTORNEYS. THE REPRESENTATIONS**  
20 **MADE HEREIN ARE THOSE OF DEBTOR AND NOT OF DEBTOR'S ATTORNEYS.**  
21 **THE VALUE OF THE ASSETS AND THE AMOUNT OF THE DEBTS HAVE BEEN**  
22 **PROVIDED BY THE DEBTOR AND HAVE NOT BEEN INDEPENDENTLY VERIFIED**  
23 **BY THE DEBTOR'S ATTORNEYS. REASONABLE EFFORTS HAVE BEEN MADE TO**  
24 **PREPARE ALL THE UNAUDITED FINANCIAL STATEMENTS WHICH MAY BE**  
25 **CONTAINED IN THIS DISCLOSURE STATEMENT. NO REPRESENTATION**  
26 **CONCERNING THE DEBTOR, PARTICULARLY AS TO THE THE VALUE OF THE**  
27 **ASSETS OF THE DEBTOR OR THE AMOUNT OF THE CLAIMS, ARE AUTHORIZED**  
28 **OTHER THAN AS SET FORTH IN THIS DISCLOSURE STATEMENT. THE DEBTOR**  
**RECOMMENDS THAT YOU VOTE FOR ITS PLAN OF REORGANIZATION.**

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**D. Summary of the Plan**

a **The Administrative Expenses**, including, but not limited to, administration of the estate, reviewing proof of claims, preparing a plan of reorganization, a disclosure statement, estimated at and other administrative expenses are:

Fees \$15,000.00

The Debtor is current in its United States Trustee's fees.

b. **Classification of Creditors and Treatment of Creditors**

CLASS	IMPAIR	DISTRIBUTION
1	X	<p><b>Class 1</b> is impaired. Class 1 consists of all of the Allowed Secured Claims Allowed Secured Claims of Lending/Funding Metrics. The amount of the claim is \$17,067. It is secured with the accounts receivables and so on of the Debtor.</p> <p>The Class 1 Claimant will be paid the full amount of its secured claim. The Debtor will make monthly payments of the secured amount over 60 months until the secured creditor is paid in full. Any unsecured portion of the debt will be paid pursuant to Class</p>
2	X	<p><b>Class 2</b> is impaired. Class 2 consists shall consist of the Allowed Unsecured Claims that are unsecured claims not entitled to priority under Section 507(a). Generally, Class 2 shall consist of the Allowed Unsecured Claims for goods and/or services provided to the Debtor before the Petition Date, Allowed Unsecured Claims for breach of contract or rejection of executory contracts and unexpired leases (within the meaning of Section 365 of the Bankruptcy Code), Allowed Unsecured Claims for damages, and Allowed Unsecured Claims in respect of the deficiency Claims. Class 2 will be paid in one third ( 1/3rd ) of their claim over a sixty (60) months of quarterly payments.</p>
3	X	<p><b>Class 3 is unimpaired.</b> Class 3 will consist of all Allowed Interests. The holders of the Allowed Interests shall retain their interest in the reorganized Debtor and their rights shall reinvest upon an order confirming the Plan in accordance with 11 U.S.C. Section 1129(b)(2)(c)(I).</p>

**II. HISTORY OF THE DEBTOR**

A. **Background History of the Debtor.** The Debtor is contractor that install the cabinets for such companies home supply stores. They contract with the retailer and they install the cabinets in Southern Nevada and parts of California.

B. **Factors Right Before the Filing of the Bankruptcy.**

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1 The company was owned by two individuals. There was a separation agreement with the  
2 two partners. As a result of the separation, the Debtor was unable to make it payments and took out  
3 loans to pay the outstanding debt. The debtor was not able to pay the debts and was forced to file  
4 bankruptcy.

4 **C. Post-Petition History of the Debtor.**

5 The Debtor filed it petition on or about July 5, 2017. It was filed on an emergency basis  
6 because a creditor had seized the accounts of the Debtor and they had been forced to cease all  
7 operations. The bankruptcy was then filed.

8 The 341 creditors meeting was held on or about August 121, 207 and it was concluded.

9 On or about October 16, 2017 an application to employ was filed with the court. The  
10 hearing was set for November 22, 2017 and it was approved.

11 **III. DESCRIPTION OF THE ASSETS**

12 The principal assets of the Debtor include its excavation assets, including little tools office  
13 equipment and accounts receivables. This amount to approximately 17,068.00.

14 **IV. PLAN OF REORGANIZATION**

15 **A. Overview of the Plan**

16 The Debtor plans on funding the Plan from the continued operations of the business over  
17 a sixty (60) month period. The secured claims will be paid with the Debtor's income. The  
18 unsecured portions of the claims will be paid along with the other general unsecured creditors from  
19 the Debtor's disposable income on a pro rata basis. The Debtor has provided projections for what  
20 it anticipates the operation of the business. Those projections are attached hereto as Exhibit 3. It  
21 is the intent to pay all Allowed Claims in full. The Debtor intends on paying all of the  
22 administrative claims, secured claims and some to the Unsecured Creditors based upon its  
23 projections.

24 **B. Classification and Treatment of Claims and Interests Under the Plan.**

25 **1. Claim Amounts.** The amounts of the Claims specified in this Disclosure  
26 Statement reflect only the Debtor's best estimates as of the date of this Disclosure Statement. This  
27 includes a review of the claims filed in the United States Bankruptcy Court. As set forth in Article  
28 V of the Plan, Debtor has reserved the right to object to any Claim for a period of sixty (60) days  
following the Confirmation Date of the Plan.

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2. **Classification Generally.** The Plan divides the Claims into five (5) separate classes that the Debtor believes are in accordance with the Bankruptcy Code. All allowed claims will be paid based on their priority and the same as other like creditors.

3. **Unclassified: Administrative Claims.** Subject to the Bankruptcy Courts power to authorize or order earlier payment of Allowed Administrative Claims and Allowed Claims under Section 507(a), (including, but not limited to, allowances of professional fees and costs and fees relating to the assumption and rejection of lease(s), each Allowed Administrative Claim will receive cash in the amount of such Claim paid on the earliest to occur of: (a) the Effective Date; or (b) the first Business Day following the date on which such claim becomes an Allowed Administrative Claim; © if such Allowed Administrative Claim is incurred in the ordinary course of business, the date on which payment is due in accordance with the terms applicable thereto; (d) under such terms as the Debtor and the holder of such Allowed Administrative Claim may agree for payment; (e) as allowed under Section 507(a)(8) of the Bankruptcy Code.

The Administrative Expenses incurred in the administration of the estate, reviewing proof of claims, preparing a Plan of reorganization, a Disclosure Statement, examiner, United States Trustee’s fees and other administrative expenses are as follows:

NAME	AMOUNT OWED	TREATMENT
US Trustee Fees	None owed at this time but estimate it will be over \$325	Paid in full on the Plan Effective Date
David J. Winterton & Associates, Ltd.	None at this time	Paid in full on approval of an application

Unless a holder of a particular claim has agreed to a different treatment of such claim, a Claimant of a kind specified in section 507(a)(2) or 507(a)(3) of Title 11 of the Bankruptcy Code, on the Effective Date of the Plan, the holder of such claim will receive on account of such claim cash equal to the allowed amount of such claim. With respect to a class of claims of asking specified in section 507(a)(1), 507(4), 507(5), 507(6) or 507(7) of title 11 of the Bankruptcy Code each holder of a claim of such class will receive (i) if such class has accepted the Plan, deferred cash payments of a value as of the Effective Date of the Plan, equal to the allowed amount of such claim or (ii) if such class has not accepted the Plan, cash on the Effective Date of the Plan equal to the allowed amount of such claim.

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1 With respect to a claim of a kind specified in section 507(8) of this title, the holder of such  
2 claim will receive on account of such claim regular installment payments in cash (i) of a total value,  
3 as of the Effective Date of the Plan, equal to the allowed amount of such claim; (ii) over a period  
4 of equal monthly payments ending not later than 5 years after the date of the order for relief under  
5 section 301, 302 or 303, and (iii) in a manner not less favorable than the most favored nonpriority  
6 unsecured claim provided for by the Plan (other than cash payments made to a class of creditors  
under section 1122(b)).

7 With respect to a secured claim which would otherwise meet the description of an unsecured  
8 claim of a governmental unit under section 507(a)(8), but for the secured status of the claim, the  
9 holder of that claim will receive on account of that claim, cash payments, in the same manner and  
over the same period, as prescribed in subparagraph 1129(a)(9)©.

10 **4. Classified Claims.**

11 **TREATMENT OF CLASSIFIED CLAIMS AND INTERESTS**

12 **4.1 *Class 1 is impaired.*** Class 1 consists of all of the Allowed Secured Claims of  
13 Lending/Funding Metrics. The amount of the claim is \$17,067. It is secured with the accounts  
14 receivables and so on of the Debtor.

15 The Class 1 Claimant will be paid the full amount of its secured claim. The Debtor  
16 will make monthly payments of the secured amount over 60 months until the secured creditor is  
17 paid in full. Any unsecured portion of the debt will be paid pursuant to Class 2. after confirmation.  
18 Under this Plan the Class 1 claimant will receive on account of such claim deferred cash payments  
19 totaling at least the allowed amount of such claim, of a value, as of the Effective Date of the plan,  
20 or at least the value of such holder's interest in the estate's interest in such property or for the  
realization by the Claimant of the equivalent of such claim.

21 **4.2 *Class 2 is impaired.*** Class 2 Claimants shall consist of the Allowed Unsecured  
22 Claims that are unsecured claims not entitled to priority under Section 507(a) and not in Class 1 and  
23 2. Generally, Class 3 shall consist of the Allowed Unsecured Claims for goods and/or services  
24 provided to the Debtor before the Petition Date, Allowed Unsecured Claims for breach of contract  
25 or rejection of executory contracts and unexpired leases (within the meaning of Section 365 of the  
26 Bankruptcy Code), Allowed Unsecured Claims for damages, and Allowed Unsecured Claims in

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respect of the deficiency Claims. Class 2 will be paid one-third of their claims over a sixty (60) months in quarterly payments.

4.3 **Class 3 is unimpaired.** Class 3 will consist of all Allowed Interests. The holders of the Allowed Interests shall retain their interest in the reorganized Debtor and their rights shall reinvest upon an order confirming the Plan in accordance with 11 U.S.C. Section 1129(b)(2)(c)(i).

Payments will be made in priority as established by the United States Bankruptcy Code including payments to Administrative Claims, Priority Claims and Allowed Unsecured Creditors in the order mandated by the United States Bankruptcy Code from the Debtor's Disposable Income.

**C. Claims.**

If the Debtor has listed in their Schedules a claim as a Disputed Claim, the Creditor must file a proof of claim. If a proof of claim is not timely filed, the claim will be disallowed, unless later allowed by the Bankruptcy Court. A claim of a governmental unit shall be timely filed if it is filed before 180 days after the date of the order for relief. Except as otherwise provided in this Plan, objections to Claims may be filed and served by any other Person(s) properly entitled to do so under the Bankruptcy Code and the Bankruptcy Rules, no later than sixty (60) days following the Confirmation Date. Any objection to a Claim will be served upon the holder of each such Claim to which objection has been made.

(a) Unless an earlier time is set by order of the Bankruptcy Court or in this Plan, all objections to Claims will be filed within sixty (60) days after the Confirmation Date;

(b) Until the claim is allowed, the Claimant will be entitled to payment, but the payment will be held in trust, as if it had been allowed on the Effective Date. Such payment will be made to the Claimant as soon as possible after the order allowing the Claim becomes a Final Order;

(c) After allowance, and to the extent allowed and not subordinated or subject to subordination, the previously Disputed Claim will be treated, for purposes of receiving subsequent distributions (if any), as if it had been allowed as of the Confirmation Date.

In the case of any Disputed Claims, any undisputed portion of an Allowed Claim shall be paid in accordance to the terms as provided in this Plan. The funds to pay the balance of the Disputed Claim shall be held in an interest-bearing account until the Bankruptcy Court determines the allowed amount of such Claim as provided in the Plan. Until the date of the actual

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1 payment(s), portions of the undistributed claim(s) shall accrue interest at the same rate as the  
2 interest-bearing account. All Disputed Claims amount may be held in a single bank account with  
3 the appropriate records segregating the amount due and owing. Upon a Final Order from the  
4 Bankruptcy Court, any Disputed Claim(s) that becomes an Allowed Claim shall be paid along with  
5 any portion of interest due and owing to the Claimant. The Debtor will be review the claims and  
6 timely filing an objection to the claims that are in dispute.

7 **D. Treatment of Executory Contracts and Unexpired Leases.**

8 All executory contracts and leases shall be rejected at Confirmation except for those  
9 listed on Exhibit 2. Each party to an executory contract or unexpired lease which is rejected at  
10 Confirmation, shall file, not later than thirty (30) days after the Confirmation Date, a proof of claim  
11 for any Claim arising from the rejection of such executory contract or unexpired lease.

12 **E. The Effective Date and the Effect of Confirmation.**

13 The Effective Date is defined in the Plan. From and after Confirmation, the Debtor  
14 shall continue to be subject to the Bankruptcy Code and to the jurisdiction of the Bankruptcy Court  
15 to execute the Plan.

16 **F. Avoidance Actions.**

17 Avoidance actions under Bankruptcy Code Sections 544, 547, 548, 549, 550, 551,  
18 and any other applicable section of the Bankruptcy Code, shall be preserved for the benefit of  
19 Creditors until all Claimants have been paid the full amount due to such Claimants on Allowed  
20 Claims under the Plan. There is one avoidance action that may take place against a creditor that  
21 garnished At the time of filing bankruptcy, there were funds that were held by the general  
22 contractor. Under the general contractor's agreement, the general contractor can pay the  
23 subcontractors generally. This was done by the general contractor. There maybe an issue whether  
24 this was the payment of a pre-petition debt or not. If there is an issue that these are pre-petition  
25 payments, then theses payments will be approved under the terms and conditions of this Plan. In  
26 addition, some of those payments were made after the filing of the bankruptcy by the Debtor. This  
27 was done under the statute that payment is not due on a governmental contract until the payment  
28 has been received and to avoid the subcontractor filing a lien. If this is an issue, these payments will  
also be considered approved by the bankruptcy court. A list of these payments can be received by  
contacting counsel for the Debtor.

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**G. Management and Operations of the Debtor.**

On and after the Effective Date, the Debtor will continue to manage the Estate and Estate Assets as it currently does to effectuate the terms of the Plan. The management will be under the direction of Stacy Lindburg and Brad Lindburg.

**H. Post-Confirmation Reports and Fees.**

The Debtor will continue to make the U.S. Trustee's quarterly fees. The amount of fees will be established by the post-petition operating reports. The Debtor will be closing the case upon conclusion of the claims objection process.

**I. Withholding and Reporting Requirements.**

In connection with the Plan, the Debtor shall file all post-petition reports as required and pay United States Trustee's fees. The Debtor will comply with all withholding and reporting requirements imposed by any federal, state, local, or foreign taxing authority; and all distributions under the Plan will be subject to any such withholding and reporting requirements.

**J. Closing of Case.**

The Debtor will close the case upon the confirmation of a Plan of Reorganization, the completion of the objection to claims process, initiation of repayment to creditors in accordance with the Plan and pursuant to the Local Bankruptcy Rules.

**K. Discharge.**

On the Effective Date, all of the Assets and the Estate Assets (except as designated) shall vest in the Debtor. The Assets and the Estate Assets shall vest free and clear of all Claims, equity security interests, Liens and encumbrances of Creditors, equity security holders, the Debtor, the Estate, or any other Persons, except the rights with respect thereto created pursuant to or provided for in the Plan or in the Confirmation Order.

Except as otherwise provided in the Plan or the Confirmation Order, the distributions made pursuant to the Plan will be in full and final satisfaction, settlement, release and discharge as against the Debtor and its Estate, of any debt that arose prior to the Effective Date, including any debt of a kind specified in Section 502(h), (g) or (i) of the Bankruptcy Code, and all Claims of any nature, including without limitation, any interest accrued thereon from and after the Petition Date, whether or not (a) a proof of claim or interest based on such debt, obligation or interest is filed or deemed filed under Section 501 or Section 1111(a) of the Bankruptcy Code, (b) such Claim or interest is

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1 allowed under Section 502 of the Bankruptcy Code or © the holder of such Allowed Claim or  
2 Common Interest has accepted the Plan.

3 On and after the Effective Date, except as provided in the Plan and the Confirmation Order,  
4 all holders of Claims against the Debtor or the Estate, shall be precluded from asserting any type  
5 of claim against the Debtor, or any of the Debtor’s assets or properties, or other activity of any kind  
6 or nature that occurred prior to the Effective Date, and the Confirmation Order shall permanently  
7 enjoin said holders, their heirs, personal representatives, successors and assigns from enforcing or  
8 seeking to enforce any such Claims against the Debtor.

9 **V. LITIGATION**

10 The Debtor does not believe there is any claims or lawsuits that can be filed.

11 **VI. ACCEPTANCE AND CONFIRMATION PROCEDURE**

12 The Bankruptcy Court will confirm a Plan of Reorganization only if it finds that  
13 all of the requirements of Section 1129 of the Bankruptcy Code are met. The Plan must be  
14 accepted by all impaired classes or establish that the Plan does not discriminate unfairly and the  
15 Plan is fair and equitable to all Claimants that do not vote in favor of the Plan. The Plan is  
16 feasible and is in the best interest of the Creditors.

17 **A. Voting Procedures**

18 All Claimants are entitled to vote if they have been scheduled in the Debtor’s  
19 Schedules, or such Claimant has filed a proof of claim before the bar date, unless such Claimant  
20 has been rejected or disallowed for voting purposes by the Bankruptcy Court.

21 Pursuant to Bankruptcy Rule 3018, the holder of a Claim which has been  
22 objected to, can vote only after notice and a hearing by the Bankruptcy Court and after entry of a  
23 Final Order, which allows a claim or interest holder to vote.

24 A Class is deemed to have accepted the Plan, if the Plan is accepted by two-  
25 thirds in dollar amount and more than one-half in number of claims or interests voted. (This  
26 excludes certain claims designated under 1126(e) of the Bankruptcy Code that have voted to  
27 accept or reject the Plan).

28 Only those Classes that are impaired under the Plan are entitled to vote to accept  
or reject the Plan. The Debtors reserve the right to supplement this Disclosure Statement (if

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necessary) and to solicit any of the Claims which may prove to be impaired, as the  
1 Reorganization Case develops further.

2 Ballots will be sent to the known holders of Claims, whether or not such Claims  
3 are disputed (attached hereto collectively as Exhibit 5 is the form of the Ballots proposed by the  
4 Debtor.) However, only the holders of Allowed Claims (or Claims that have been temporarily  
5 allowed or have been estimated by the Bankruptcy Court), who are impaired are entitled to vote  
6 on the Plan. A Claim to which an objection has been filed, is not an Allowed Claim unless and  
7 until the Bankruptcy Court enters a Final Order on the objection allowing the Claim for voting  
8 purposes.

9 The forms of Ballot for each of the Classes entitled to vote on the Plan will be  
10 sent to all Creditors with a copy of the Disclosure Statement approved by the Bankruptcy Court,  
11 the Plan, and the Appendix of Exhibits. Creditors should read the Ballot carefully. If any  
12 Creditor has any questions concerning voting procedures, that Creditor may contact:

13 David J. Winterton, Esq.  
14 DAVID J. WINTERTON & ASSOCIATES, LTD..  
15 7881 W. Charleston Blvd. Suite 220  
16 Las Vegas, NV 89117  
17 (702) 363-0317

18 Ballots must be in possession of the law office of David J. Winterton & Associates on or before  
19 \_\_\_\_\_ at 5:00 p.m. Any objections to the Plan must also be filed on or before  
20 \_\_\_\_\_.

21 In addition, the Bankruptcy Court will hold a hearing on confirmation of the Plan  
22 commencing on \_\_\_\_\_, at \_\_\_\_\_ p.m. in Bankruptcy Courtroom No. 3, Third  
23 Floor, 300 Las Vegas Boulevard South, Las Vegas, Nevada. All objection(s), if any, to the  
24 confirmation of the Plan must be in writing; must state with specificity the grounds for any such  
25 objection(s); and must be filed with the Bankruptcy Court on or before \_\_\_\_\_ prior to  
26 the commencement of the confirmation hearing and served upon counsel for the Debtor.

27 **B. Feasibility.**

28 Another requirement for confirmation involves the feasibility of the Plan, which  
means that confirmation of the Plan is not likely to be followed by the liquidation, or need for  
further financial reorganization, of the Debtor or any successor to the Debtor under the Plan,  
unless such liquidation or reorganization is proposed in the Plan.

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1 There are at least two important aspects of a feasibility analysis. The first aspect  
2 considers whether the Debtor will have enough cash on hand on the Effective Date of the Plan  
3 to pay all of the Claims and expenses which are entitled to be paid on such date. It is anticipated  
4 that the Debtor will have cash available as of the Effective Date to comply with the Plan.

5 The second aspect of feasibility considers whether the Debtor will have enough  
6 cash over the life of the Plan to make the required Plan payments. Based on the rental proceeds  
7 of the Debtor's rental properties, there should be enough cash on hand to make the required  
8 payments under the Plan.

9 **C. Best Interests of Creditors and Liquidation Analysis.**

10 SEE LIQUIDATION ANALYSIS, SECTION VIII, BELOW. The following  
11 information is provided to assist the Creditors in evaluating whether the Plan provides them  
12 with value, as of the Effective Date, that is not less than the value which would have been  
13 received if the Debtor's case was converted to a Chapter 7 and Liquidated.

14 The Debtor believes the Plan is in the best interests of the creditors. The funds to  
15 liquidate the Debtor would come from the rental proceeds from the real property assets of the  
16 Debtor. The secured creditors will be paid the full amount of their Allowed Secured Claim.  
17 The Allowed Unsecured Claims will also receive payments based upon the projected Debtor's  
18 Disposable Income. If the Debtor's Estate was liquidated under a Chapter 7, there would be  
19 nothing to pay any of the general unsecured claims. The value of the accounts receives will  
20 drop to zero because the general contract will not have to pay because they will be forced to hire  
21 a new subcontractor to finish the project and the general contractor will not be required to pay  
22 the balance under the contract. The properties would either be abandoned to the secured  
23 creditors or sold with the full amount being paid to the secured creditors minus the costs of  
24 liquidation and trustee's fees. The secured creditors would not realize the full value of their  
25 Allowed Secured Claim and there would be nothing to pay the Allowed Unsecured Claims.  
26 The Creditors will receive more under the Debtor's Plan than under a Chapter 7 liquidation.

27 **D. Confirmation Over Dissenting Class.**

28 In the event that any impaired Class of Claims votes against the Plan, the  
Bankruptcy Court may nevertheless confirm the Plan at Debtors' request if all other  
requirements under Bankruptcy Code §1129(a) are satisfied, and if, as to each impaired Class

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1 which has not accepted the Plan, the Bankruptcy Court determines that the Plan "does not  
2 discriminate unfairly" and is "fair and equitable" with respect to such non-accepting Classes.  
3 Each of these requirements is discussed below.

4 **1. No Unfair Discrimination.**

5 A plan of reorganization "does not discriminate unfairly" if: (a) the legal rights  
6 of a non-accepting Class are treated in a manner that is consistent with the treatment of other  
7 Classes whose legal rights are intertwined with those of the non-accepting Class; and (b) no  
8 Class receives payments in excess of those which it is legally entitled to receive for its Claims.  
9 Debtor believes that under the plan, (i) all Classes of impaired Claims are treated in a manner  
10 that is consistent with the treatment of other similar Classes of Claims, and (ii) no Class of  
11 Claims will receive payments or property with an aggregate value greater than what it is legally  
12 entitled to receive. Accordingly, Debtor believes that the Plan does not discriminate unfairly as  
13 to any impaired Class of Claims.

14 **2. Fair and Equitable Test.**

15 The Bankruptcy Code establishes different "fair and equitable" tests for Secured  
16 Creditors and Unsecured Creditors as follows:

17 **a. Secured Creditors.**

18 Either (i) each impaired Secured Creditor retains its liens securing a  
19 Secured Claim and receives on account of its Secured Claim deferred cash payments having a  
20 present value equal to the amount of its Allowed Secured Claim, (ii) each impaired Secured  
21 Creditor realizes the "indubitable equivalent" of its Allowed Secured Claim, or (iii) the property  
22 securing the Claim is sold free and clear of liens with such liens to attach to the proceeds, and  
23 the liens against such proceeds are treated in accordance with clause (i) or (ii) of this  
24 Subparagraph (a).

25 **b. Unsecured Creditors.**

26 Either (i) each impaired Unsecured Creditor receives or retains, under the Plan,  
27 property of a value equal to the amount of its Allowed Claim, or (ii) the holders of Claims and  
28 Equity Interests that are junior to the Claims of the non-accepting Class, do not receive any  
property under the Plan on account of such Claims and Equity Interests, except the Debtor will  
retain property included in the Estate under 11 U.S.C. Section 1115.

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Debtor believes that the Plan satisfies the "fair and equitable" test with respect to all impaired Classes. All Secured Creditors will realize the indubitable equivalent of their Secured Claims to the Plan and are to be paid in full the amount of their Allowed Secured Claims.

**VII. ALTERNATIVES TO THE PLAN**

Debtor believes that the Plan provides the greatest possible recovery to all Creditors. The only other alternative is to liquidate the assets pursuant to a Chapter 7 Liquidation, and as discussed above, will result in less paid to all Creditors.

**VIII. LIQUIDATION ANALYSIS**

**A. General.**

Debtor believes that the value of the property to be received under the Plan by each holder of an Allowed Claim is equal to, or in excess of, any value such holder would receive under Chapter 7 of the Bankruptcy Code. The value of the accounts receives will drop to zero because the general contract will not have to pay because they will be forced to hire a new subcontractor to finish the project and the general contractor will not be required to pay the balance under the contract. The Debtor believes that the Plan is in the best interest of the Creditors.

**B. Liquidation Value.**

If the Debtor's Estate was liquidated, there would be less available to pay the Creditors. Under the Plan, the Debtor's Estate will not have to pay any Chapter 7 Trustee Fees because the Debtor is acting in place of a trustee as the Debtor In Possession without compensation. If there was a Chapter 7 Trustee in place, the trustee would be entitled to compensation pursuant to 11 U.S.C. § 326. Further, if the properties are liquidated, the disposable income that would go towards paying the Claims for the five (5) year period will not exist. The secured creditors would get the collateral to cover a portion of their claims, there would be nothing to cover their unsecured claims and the remaining unsecured creditors would also receive nothing. The Creditors will receive more under the Debtor's Plan than under a Chapter 7 liquidation.

**IX. RISK FACTORS**

In addition to other matters addressed elsewhere in this Disclosure Statement, the

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Las Vegas, Nevada 89144  
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Plan involves certain significant risks that should be taken into consideration, including those material risk factors set forth below.

**A. Risk of Non-Payment.**

There is always risk of non-payment in a plan of reorganization. The Debtor has disposable income to support its Plan. The Debtor has provided projections based upon the current rental market which indicate there will be adequate rental income to support the Plan. See Exhibit 3. There is always a risk, but the Debtor does not anticipate not being able to make the payments based upon the rental proceeds.

**B. Tax Risks.**

The federal, state, local and foreign tax consequences of the Plan are complex, and in many areas, uncertain. See "Certain Federal Income Tax Consequences." Holders of Claims are strongly urged to consult their tax advisers for specified reference to the federal, state, local and foreign tax consequences of the Plan with respect to their Claim. Debtor makes no assurances regarding the federal, state, local and foreign tax consequences of the Plan with respect to any Claim.

**C. Risk of Non-Confirmation of the Plan.**

The risk of non confirming the Plan is that the Debtor will have to convert to a Chapter 7 and the Creditors will get substantially reduced amounts.

**X. FEDERAL TAX CONSEQUENCES AND CERTAIN FEDERAL INCOME TAX CONSEQUENCES.**

There are no Federal Tax Consequences to the Debtor under this Plan of Reorganization. They will pay the taxes as required by law. The tax consequences to the creditors depends on the financial position of the creditor.

THE FEDERAL, STATE, LOCAL AND FOREIGN TAX CONSEQUENCES OF THE PLAN ARE COMPLEX AND, IN MANY AREAS, UNCERTAIN. ACCORDINGLY, EACH HOLDER OF A CLAIM IS STRONGLY URGED TO CONSULT WITH ITS OWN TAX ADVISOR REGARDING THE SPECIFIC TAX CONSEQUENCES TO SUCH HOLDER.

**XI. CONCLUSION**

For the above stated reasons, the Proponents recommend that the Creditors vote in favor of this Plan of Reorganization. All ballots will be returned and in the Office of the law firm of

DAVID J. WINTERTON & ASSOCIATES, LTD.  
1140 N. Town Center Drive, Suite 120  
Las Vegas, Nevada 89144  
(702) 363-0317

David J. Winterton & Associates, Ltd. by \_\_\_\_\_ . Please address the ballots to the

attention of:

DAVID J. WINTERTON, ESQ.  
DAVID J. WINTERTON & ASSOCIATES, LTD.  
7881 W. Charleston Blvd. Suite 220  
Las Vegas, Nevada 89117

DATED this 20<sup>th</sup> day of January, 2018.

**ELITE INSTALLS LLC**

By:   
**Manager**

Prepared and submitted by:

DAVID J. WINTERTON & ASSOCIATES, LTD.

By: /s/ David J. Winterton  
DAVID J. WINTERTON, ESQ.  
Nevada Bar No. 004142  
7881 W. Charleston Blvd., Suite 220  
Las Vegas, Nevada 89117  
(702) 363-0317

*Attorneys for Debtor  
and Debtor-in-possession*

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**CERTIFICATE OF SERVICE**

1 1. On January 23rd, 2018 I served the following document(s):

2 1. Debtor’s Disclosure Statement to Accompany Its Plan of Reorganization  
3 (with Plan as Exhibit)

4 2. I served the above-named document(s) by the following means to the persons as  
5 listed below:

6 3. **By ECF System:**

7 U.S. TRUSTEE - LV - 11  
8 USTPRegion17.lv.ecf@usdoj.gov

9 ■ (UNITED STATES MAIL) By depositing a copy of the above-referenced  
10 document for mailing in the United States Mail, first class postage prepaid, at Las Vegas,  
11 Nevada, to the parties listed on the attached service list, at their last known mailing addresses,  
12 on the 23rd day of January, 2018.

13 **See Attached Matrix**

14  (OVERNIGHT COURIER) By depositing a true and correct copy of the above-  
15 referenced document for overnight delivery via Federal Express, at a collection facility  
16 maintained for such purpose, addressed to the parties on the attached service list, at their last  
17 known delivery address, on the date above written.

18  (FACSIMILE) That I served a true and correct copy of the above referenced  
19 document via facsimile, to the facsimile numbers indicated, to those persons listed on the  
20 attached service list, on the date above written.

21 /s/ Autumn G. Wheeler  
22 An employee of David J. Winterton & Assoc., Ltd.

DAVID J. WINTERTON & ASSOCIATES, LTD.  
1140 N. Town Center Drive, Suite 120  
Las Vegas, Nevada 89144  
(702) 363-0317

Label Matrix for local noticing  
1978-2

Case 17-13633-abl  
District of Nevada  
Las Vegas

Thu Jan 4 08:30:48 PST 2018

LUKE SHY SOLUTIONS INC  
1651 LINFELL RD STE D  
Las Vegas, NV 89103-1200

(p) INTERNAL REVENUE SERVICE  
CENTRALIZED INSOLVENCY OPERATIONS  
PO BOX 7346  
PHILADELPHIA PA 19101-7346

FUNDING METRICS, LLC  
184 TOWN CENTER DRIVE  
LANGHORNE, PA 19047-1748

NEVADA DEPT OF TAXATION  
BANKRUPTCY SECTION  
155 E WASHINGTON AVE #1300  
Las Vegas, NV 89101-1046

MANDY RHEA  
1369 MINUET ST  
HENDERSON, NV 89052-6454

YELLOWSTONE CAPITAL  
ONE EVERTRUST PLAZA, SUITE 1401  
Jersey City, NJ 07302-3087

ELITE INSTALLS LLC  
1369 MINUET ST.  
HENDERSON, NV 89052-6454

CLARK COUNTY TREASURER  
BOX 551220  
500 SOUTH GRAND CENTRAL PKWY  
Las Vegas, NV 89155-1220

DEPT OF EMPLOYMENT, TRAINING & REHAB  
EMPLOYMENT SECURITY DIVISION  
500 EAST THIRD STREET  
Carson City, NV 89713-0002

KABBAGE  
Acct No xx9666  
P.O. BOX 77081  
Atlanta, GA 30357-1081

OFFICE OF U.S. TRUSTEE  
OFFICE OF U.S. TRUSTEE  
Las Vegas, NV 89101-6637

Social Security Administration  
160 Spear Street, Suite 800  
San Francisco, CA 94105-1545

DAVID J. WINTERTON  
7881 W. CHARLESTON BLVD., STE. 220  
LAS VEGAS, NV 89117-8327

United States Bankruptcy Court  
300 Las Vegas Blvd., South  
Las Vegas, NV 89101-5833

Clark County Assessor  
500 S. Grand Central Parkway, 2nd Floor  
Las Vegas, NV 89151-4010

DEPT OF MOTOR VEHICLES  
PUBLIC SAFETY RECORDS DIVISION  
555 WRIGHT WAY  
Carson City, NV 89711-0001

LENDINI/ FUNDING METRICS  
884 TOWN CENTER DRIVE  
Langhorne, PA 19047-1748

ON DECK CAPITAL  
Acct No xxxxxxxxxxxx3763  
901 N. STUART ST. STE 700  
Arlington, VA 22203-4129

U.S. TRUSTEE - IV - 11  
300 LAS VEGAS BOULEVARD S.  
SUITE 4300  
LAS VEGAS, NV 89101-5803

The preferred mailing address (p) above has been substituted for the following entity/entities as so specified by said entity/entities in a Notice of Address filed pursuant to 11 U.S.C. 342(f) and Fed.R.Bank.P. 2002 (g)(4).

DEPARTMENT OF TREASURY  
INTERNAL REVENUE SERVICE  
Washgden, UT 84201

(d) IRS  
110 CITY PARKWAY  
Las Vegas, NV 89106

The following recipients may be/have been bypassed for notice due to an undeliverable (u) or duplicate (d) address.

(s) RANDI RHEE  
1369 MINUET ST.  
Henderson, NV 89052-6454

End of Label Matrix	
Mailable recipients	19
Bypassed recipients	2
Total	21

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**EXHIBIT 1**  
**PLAN OF REORGANIZATION**

**DAVID J. WINTERTON & ASSOCIATES, LTD.**  
1140 N. Town Center Drive, Suite 120  
Las Vegas, Nevada 89144  
(702) 363-0317

1 DAVID J. WINTERTON, ESQ.  
Nevada Bar No. 004142  
2 DAVID J. WINTERTON & ASSOC., LTD.  
3 7881 W. Charleston Blvd., Suite 220  
Las Vegas, Nevada 89117  
4 Telephone (702) 363-0317  
Facsimile: (702) 363-1630  
5 Email: david@davidwinterton.com

6 *Attorneys for Debtor*  
7 *and Debtor in Possession*

8 **UNITED STATES BANKRUPTCY COURT**  
9 **DISTRICT OF NEVADA**

<p>11 <b>In re:</b> 12 13 <b>ELITE INSTALLS LLC</b> 14 <b>Debtor.</b></p>	<p>Case No. 17-13633-abl Chapter 11  <u>Hearing:</u> Date: May 01, 2018 Time: 1:30 p.m.</p>
---	---

16 **DEBTOR'S PLAN OF REORGANIZATION**

17  
18 Debtor, ELITE INSTALLS LLC (hereinafter, "Debtor"), by and through its counsel, David  
19 J. Winterton, Esq., of the law firm of DAVID J. WINTERTON & ASSOCIATES, LTD., hereby  
20 presents this Plan of Reorganization (hereinafter "Plan") to all of the known creditors of the Debtor  
21 pursuant to 11 U.S.C. § 1125 of the United States Bankruptcy Code. The purpose of this Plan  
22 under Chapter 11 of the Bankruptcy Code is to resolve the claims of the creditors and interest  
23 holders. The Debtor makes reference to a Disclosure Statement accompanying the Plan  
24 (hereinafter, "Disclosure Statement") which contains the Debtor's history, business, property,  
25 financial information, a summary of the Plan and related matters.



**ARTICLE I.**

**DEFINITIONS**

1  
2  
3 1. SCOPE OF DEFINITIONS. For purposes of this Plan, all capitalized terms and otherwise  
4 defined terms shall have the meanings assigned to them in this Article I. Whenever the  
5 context requires, such terms shall include the plural number as well as the singular and the  
6 female and/or masculine gender as well as the neuters. Paragraph 58 and 59 of this Article  
7 I, which are not capitalized terms in alphabetical order, provide for: (i) the incorporation  
8 of defined terms from the Bankruptcy Code or the Bankruptcy Rules; and (ii) the  
9 incorporation of all definitions as substantive provisions of this Plan.

10 1.1 "ADMINISTRATIVE CLAIM" means every Claim which is alleged to be entitled to  
11 allowance under Section 503(b) of the Bankruptcy Code or otherwise alleged to be entitled  
12 to priority pursuant to Section 507(a)(1) of the Bankruptcy Code. Such Claims will  
13 include, but are not limited to, the following: (a) any actual, necessary expense of  
14 preserving the Estate; (b) any amount required to be paid under Section 365(b) of the  
15 Bankruptcy Code in connection with the curing of defaults under executory contracts or  
16 unexpired leases; (c) all allowances, including professional fees and costs, which the  
17 Bankruptcy Court is requested to approve for professionals employed by the Debtor; (d) any  
18 and all other allowances of fees and costs, including professional fees and costs, which the  
19 Bankruptcy Court is requested to approve under Section 503(b) of the Bankruptcy Code;  
20 (e) all fees payable pursuant to Section 1930 of Title 28 of the United States Code, as  
21 determined by the Bankruptcy Court at a hearing pursuant to Section 1128 of the  
22 Bankruptcy Code;

23  
24 1.2 "ALLOWED ADMINISTRATIVE CLAIM" means an Administrative Claim (a) as to  
25 which no objection has been filed or, if an objection has been filed, it has been resolved by  
26 the allowance of such Administrative Claim by an order of the Bankruptcy Court which has  
27

1 not been stayed, modified or vacated; (b) which requires payment in the ordinary course of  
2 business of the Debtor and as to which there is no order of the Bankruptcy Court in effect  
3 which prohibits any such payment; or (c) which requires payment pursuant to an order of  
4 the Bankruptcy Court which is not stayed, modified, or vacated.

5 **1.3** "ALLOWED CLAIM" means a Claim, other than an Administrative Claim, which was  
6 listed in the Schedules and filed with the Bankruptcy Court by the Debtor and not listed as  
7 a disputed, contingent or unliquidated as to amount of the claim or a Proof of Claim with  
8 respect thereto was (a) timely filed pursuant to an order of the Bankruptcy Court;( b)  
9 deemed filed under Section 1111(a) of the Bankruptcy Code; or (c) late filed with leave of  
10 the Bankruptcy Court; or without objection by the Debtor, or another party in interest  
11 within a time fixed by the Bankruptcy Court for objecting to each late filing; and if an  
12 objection has been filed it was filed within a time fixed by the Bankruptcy Court or this  
13 Plan; (d) the Claim is allowed by a Final Order; or (e) the Claim is allowed under this  
14 Plan.

15 **1.4** "ALLOWED INTEREST" means any Interest to which no objection to allowance thereof  
16 has been filed within any applicable time for objections or, if an objection has been filed,  
17 the Membership Interest has been allowed by a Final Order.

18 **1.5** "ALLOWED PRIORITY DEPOSIT CLAIM" means a Priority Claim which is an Allowed  
19 Claim pursuant to Sections 507(a)(7) of the Bankruptcy Code.

20 **1.6** "ALLOWED PRIORITY CLAIM" means a Priority Claim which is an Allowed Claim  
21 pursuant to Sections 507(a)(2), (3), (4), (5), (6), (7) or (8) of the Bankruptcy Code.

22 **1.7** "ALLOWED SECURED CLAIM" means a Secured Claim which is an Allowed Claim  
23 secured by a lien, security interest or other charge against the property in which the estate  
24 has an interest, or which is subject to set-off under Section 553 of the Bankruptcy Code,  
25 to the extent of the value, determined in accordance with Section 506(a) of the Bankruptcy  
26 Code.

1 Code, of the interest of the holder of such secured Claim in the state's interest in such  
2 property, or to the extent of the amount subject to any set-off, as the case may be. An  
3 Allowed Secured Claim may include post-petition interest if permitted under Section 506  
4 (b) of the Code. Allowed Secured Claims provide for the payment of attorney's fees and  
5 costs as provided by 11 U.S.C. Section 506.

6 **1.8** "ALLOWED PRIORITY TAX CLAIM" means a Priority Claim which is an Allowed  
7 Claim pursuant to Sections 507(a)(8) of the Bankruptcy Code.

8 **1.9** "ALLOWED UNSECURED CLAIM" means an Unsecured Claim which is an Allowed  
9 Claim.

10 **1.10** "ASSUMPTION LIST" shall have the meaning set forth in Article V of this Plan.

11 **1.11** "AVOIDANCE ACTION" means any adversary proceeding brought to seek the recovery  
12 of money or property on account of transactions avoidable under Section 544, 547, 548,  
13 549 or 550 of the Bankruptcy Code.

14 **1.12** "BALLOT" means the Ballot for accepting or rejecting this Plan in a form approved by the  
15 Bankruptcy Court.

16 **1.13** "BANKRUPTCY CODE" means Title 11 of the United States Code, including any  
17 amendments thereto, which is in effect before and as of the Confirmation Date, and  
18 thereafter during the Reorganization Case to the extent that it is consistent with the vested  
19 rights under this Plan and the Confirmation Date.

20 **1.14** "BANKRUPTCY COURT" means the United States Bankruptcy Court for the District of  
21 Nevada, or any successor thereto which may be established by an act of Congress, or  
22 otherwise, and which has competent jurisdiction over the Reorganization Case, the Estate,  
23 and this Plan.

24 **1.15** "BANKRUPTCY RULES" means the Federal Rules of Bankruptcy Procedure, as amended,  
25 promulgated under 28 U.S.C. § 2075 and the Local Bankruptcy Rules, including any  
26

1 amendments thereto, which are in effect before and as of the Confirmation Date, and  
2 thereafter during the Reorganization Case to the extent that they are consistent with the  
3 vested rights under this Plan and the Confirmation Order.

4 **1.16** "BUSINESS DAY" means any day except Saturday, Sunday, or legal holiday as defined  
5 in Bankruptcy Rule 9006(a).

6 **1.17** "BAR DATE" means the date set by the Bankruptcy Court to file proof of claims which  
7 was November 8, 2017 and the date set for government proof of claim deadline is January  
8 2, 2018.

9 **1.18** "CASE" within the Chapter 11 proceeding, known as ELITE INSTALLS LLC, Case No.  
10 17-13633-abl pending before the United States Bankruptcy Court, District of Nevada.

11 **1.19** "CLAIM" means any right to payment, whether or not such right is reduced to judgment,  
12 liquidated, unliquidated, fixed contingent, matured, unmatured, disputed, legal, equitable,  
13 secured or unsecured; or a right to an equitable remedy for breach of performance if such  
14 breach gives right to a right to payment, whether or not such right is an equitable remedy  
15 or is reduced judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured,  
16 disputed, undisputed, secured or unsecured.

17 **1.20** "CLAIMANT" means the holder of an Allowed Claim or an Allowed Administrative  
18 Claim.

19 **1.21** "CLASS" means each of the categories of Allowed Claims and Allowed Interests  
20 described in Article III and IV of this Plan as required under Section 1122 of the  
21 Bankruptcy Code.

22 **1.22** "CONFIRMATION" means the entry of the Confirmation Order by the Bankruptcy Court.

23 **1.23** "CONFIRMATION DATE" means the date on which the Confirmation Order is entered  
24 on the Bankruptcy Court's docket.  
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26  
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- 1 **1.24** "CONFIRMATION OF PLAN" means the day that the Court, in open court gives a ruling,  
2 that states that the Plan has been confirmed
- 3 **1.25** "CONFIRMATION ORDER" means the order of the Bankruptcy Court confirming the  
4 Plan pursuant to Section 1129 of the Bankruptcy Code.
- 5 **1.26** "CREDITOR" means any Person which asserts a Claim.
- 6 **1.27** "DEBTOR and DEBTOR-IN-POSSESSION" means ELITE INSTALLS LLC in all its  
7 capacities, including its capacity as the Debtor in the Reorganization Case.
- 8 **1.28** "DEBTOR'S PROFESSIONALS" means professionals retained by the Debtor with the  
9 approval of the Bankruptcy Court in accordance with Section 327 of the Bankruptcy Code.
- 10 **1.29** "DEFICIENCY CLAIM" means the unsecured portion of an Allowed Secured Claim as  
11 determined by Section 506 of the Bankruptcy Code.
- 12 **1.30** "DISALLOWED CLAIM" means every Claim which is Disputed Claim that has been  
13 determined not to be an Allowed Claim.
- 14 **1.31** "DISCLOSURE STATEMENT" means the Disclosure Statement with respect to the Plan  
15 of Reorganization without limitations and all exhibits and schedules to such Disclosure  
16 Statement, in the form approved by the Bankruptcy Court under Section 1125 of the  
17 Bankruptcy Code and 3017 of the Bankruptcy Rules.
- 18 **1.32** "DISPOSABLE INCOME" is the current monthly income received by the Debtor less  
19 amounts reasonably necessary to be expended for the normal operations of the Debtor and  
20 maintenance and preservation of the Debtor's assets.
- 21 **1.33** "DISPUTED CLAIM" means every Claim which is not an Allowed Claim or an Allowed  
22 Administrative Claim or to which the Debtor in good faith intends to object or to seek to  
23 subordinate before the deadline for taking such action set forth in the Plan or in an order  
24 of the Bankruptcy Court.  
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1 1.34 "EFFECTIVE DATE" means date the Plan becomes effective which is thirty (30) days after  
2 the Confirmation Date or a date extended by the Bankruptcy Court.

3 1.35 "ESTATE" means the estate created in this Reorganization Case pursuant to Section 541  
4 and Section 1115 of the Bankruptcy Code.

5 1.36 "ESTATE ASSETS" means all assets and property of every kind, nature and description  
6 in which the Debtor or the Estate has any right, title or interest under Section 541 and  
7 Section 1115 of the Bankruptcy Code including, but not limited to: all cash, cash  
8 equivalent, bank deposits, instruments, credit instruments, certificates of deposits and sight  
9 drafts, earnings from services performed before and after the commencement of the case,  
10 all executory contracts and leases which are not and have not been rejected, personal  
11 property, real property, all trademarks, trade names, service marks, displays, symbols, color  
12 arrangements, designs and logos.

13 1.37 "EXEMPT PROPERTY" means Debtor's assets that are exempt pursuant to Nevada law.

14 1.38 "EXPIRATION DATE" means the last date determined by the Bankruptcy Court for the  
15 casting of Ballot which date shall be acceptable to the Debtor.

16 1.39 "FINAL ORDER" means an order, judgment or other decree which has not been vacated,  
17 reversed, stayed, modified or amended and: (a) as to which any appeal or certiorari  
18 proceeding which has been or may be prosecuted has been finally decided, or (b) as to  
19 which the time for such an appeal or certiorari proceeding has expired and as to which no  
20 appeal or petition for certiorari is pending. Notwithstanding the foregoing, the Debtor will  
21 have the right, but not the obligation, to waive any requirement of a Final Order or to treat  
22 the requirement as being satisfied where the subject order, judgment, or other decree is not  
23 stayed and performance thereof will moot any appeal or certiorari proceeding.

24 1.40 "IMPAIRED" means, when used with reference to a Claim or Interest, that is impaired  
25 within the meaning of Section 1124 of the Bankruptcy Code.  
26

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1 1.41 "INTEREST" means the membership interest(s) in the Shareholder's interest in the  
2 corporation of the Debtor.

3 1.42 "NON EXEMPT PROPERTY" means Debtor's assets that are not exempt pursuant to  
4 Nevada law.

5 1.43 "ORDER" an order or Judgment of the Bankruptcy Court as entered by the Clerk of the  
6 Court on the docket in this Case.

7 1.44 "PERSON" any natural person, corporation, general partnership, limited partnership  
8 association, joint stock company, joint venture, estate, trust, government or any political  
9 subdivision thereof, governmental unity (as defined in the Bankruptcy Code), official  
10 committee appointed by the United States Trustee or other legal entity.

11 1.45 "PETITION DATE" means July 5, 2017, the date on which Debtor filed a petition for relief  
12 under Chapter 11 of the Bankruptcy Code.

13 1.46 "PLAN" means the Plan of Reorganization in the form filed by the Debtor and any  
14 amendments or modifications thereof or supplements thereto filed by the Debtor and  
15 allowed by the Bankruptcy Code and the Bankruptcy Rules.

16 1.47 "PRIORITY CLAIMS" means a Claim, other than an Administrative Claim or Priority Tax  
17 Claim or Priority Deposit Claim, entitled to priority under Section 507(a) of the  
18 Bankruptcy Code.

19 2.0 1.48 "PRIORITY TAX CLAIM" means a Claim that is entitled to priority in payment under  
21 Section 507(a)(8) of the Code.

22 1.49 "PRIORITY DEPOSIT CLAIM" means any Claim against the Debtor entitled to priority  
23 in payment under Section 507(a)(7).

24 1.50 "PRO RATA SHARE" means the proportion that an Allowed Claim in a particular Class  
25 bears to the aggregate amount of all Allowed Claims in such Class.

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1 **1.51** "REORGANIZATION CASE" means the Debtor's case under Chapter 11 of the  
2 Bankruptcy Code which is currently pending before the Bankruptcy Court as Case No. 17-  
3 13633-abl.

4 **1.52** "SCHEDULES" means the Schedules of Assets and Liabilities, as modified or amended  
5 from time to time, filed with the Bankruptcy Court by the Debtor in accordance with  
6 Section 521 of the Code and Bankruptcy Rule 1007.

7 **1.53** "SECURED CLAIM" means a Claim secured by a Lien which is valid, perfected,  
8 enforceable and not avoidable.

9 **1.54** "STATUTORY FEE" means those fees and charges assessed pursuant to Chapter 123 of  
10 title 28, of the United States Code, payable to the OUST.

11 **1.55** "UNCLASSIFIED CLAIM" means any Claim which is not part of any Class.

12 **1.56** "UNIMPAIRED" means, when used with reference to a Claim or Interest, a Claim or  
13 Interest that is not impaired within the meaning of Section 1124 of the Bankruptcy Code.

14 **1.57** "UNSECURED CLAIM" means any Claim which is not a Secured Claim, a Priority Claim,  
15 an Administrative Claim, or an Unclassified Claim having priority and required to be  
16 treated as provided in Sections 507(a)(8) and 1129(a)(9)(C) of the Bankruptcy Code.  
17 Allowed Unsecured Claims shall include all Claims arising under 502(g) of the Bankruptcy  
18 Code.

19 **1.58** "OTHER DEFINITIONS." A term used in this Plan that is not defined in this Plan, but is  
20 defined in the Bankruptcy Code or the Bankruptcy Rules, will have the meaning ascribed  
21 thereto in the Bankruptcy Code or Bankruptcy Rules.

22 **1.59** "INCORPORATION OF DEFINITIONS." All of the definitions stated through this Article  
23 I, Sections 1.1 through 1.57, and all definitions incorporated from the Bankruptcy Code or  
24 the Bankruptcy Rules pursuant to Section 1.58, including, but not limited to, substantive  
25



1 provisions stated throughout any and all such definitions, are incorporated by reference as  
 2 substantive provisions of this Plan.

## 3 4 5 ARTICLE II.

### 6 TREATMENT OF UNCLASSIFIED CLAIMS

#### 7 **2.1 General Overview.**

8 As required by the Bankruptcy Code, the Plan classifies claims and interests in various  
 9 classes according to their right to priority of payment as provided in the Bankruptcy Code. The  
 10 Plan states whether each class of claims or interests is impaired or unimpaired. The Plan  
 11 provides the treatment each class will receive under the Plan.

#### 12 **2.2 Unclassified Claims.**

13 Certain types of Claims are not placed into voting Classes; instead they are unclassified.  
 14 They are not considered impaired and they do not vote on the Plan because they are  
 15 automatically entitled to specific treatment as provided in the Bankruptcy Code. As such, the  
 16 Debtor has not placed the following Claims in a Class. The treatment of these claims is  
 17 provided below.

#### 18 **2.3 Administrative Expenses.**

19 Administrative expenses are claims for costs or expenses of administering the Debtor's  
 20 Chapter 11 Case which are allowed under Section 507(a)(2) of the Bankruptcy Code. The  
 21 Bankruptcy Code requires that all administrative claims be paid on the Plan Effective Date  
 22 unless a particular claimant agrees to a different treatment. The following chart lists the  
 23 estimated administrative claims and their treatment.  
 24

25 NAME	26 AMOUNT OWED	27 TREATMENT
28 US Trustee Fees	\$0.00	Paid in full on the Plan Effective Date

David J. Winterton & Associates, Ltd.	None at this time	Paid in full on approval of an application
---------------------------------------	-------------------	--

Subject to the Bankruptcy Court's power to authorize or order earlier payment of Allowed Administrative Claims and Allowed Claim under Section 507(a), (including, but not limited to, allowances of professional fees and costs and fees relating to the assumption and rejection of leases), each Allowed Administrative Claim will receive cash in the amount of such Claim paid on: (a) the Effective Date; (b) the first Business Day following the date on which it becomes an Allowed Administrative Claim; (c) if incurred in the ordinary course of business, the date on which payment is due in accordance with the terms applicable thereto; (d) under such terms as the parties may agree upon for payment or (e) as allowed under Section 507 (a)(8) of the Bankruptcy Code. The Court must approve all professional fees and expenses listed in this chart before they may be paid. For all professional fees and expenses, except fees owing to the Office of the United States Trustee (also known as "OUST"), the profession in question must file and serve a properly noticed fee application within ninety (90) days of Plan confirmation and the Court must rule on the reasonableness of the fees and costs in the fee application. Only the amount of the fees and expenses allowed by the Court will be required to be paid under the Plan. The administrative claim amounts set forth above simply represent the Debtor's best estimates as to the amount of allowed administrative claims in this case. The actual administrative claims may be higher or lower. Much of the actual administrative claims described above for professionals will be dependent upon whether the Debtor is required to engage in substantial litigation regarding the confirmation of the Plan and/or objecting to claims. By voting to accept the Plan, creditors are not acknowledging the validity of, or consenting to the amount of, any of these administrative claims, and creditors are not waiving any of their rights to object to the allowance of any of these administrative claims. Similarly, professionals who have been employed in this case are not being deemed to have agreed that the figures contained herein represent any ceiling on the amount of fees and expenses that they

1 have incurred or are entitled to seek to be paid pursuant to Court order as such fees and  
2 expenses are just estimates provided at the time of the preparation of this Plan.

3 A government unit is not required to file a request for the payment for amounts due  
4 under §§ 503(b)(1)(B)(i) and 503(b)(1)(C) and will be allowed administrative priority under §  
5 507(a)(8) only to the extent that such claims are for— a property tax incurred before the  
6 commencement of the case and last payable without penalty after one year before the date of the  
7 filing of the petition.

8 To the extent allowed, administrative claims are allowed by the Bankruptcy Court prior  
9 to the Plan’s Effective Date, such allowed administrative claims may be paid by the Debtor. To  
10 the extent the administrative claims are allowed after the Plan’s Effective Date, such allowed  
11 administrative claims will be paid by as set forth in this Plan.

12 **2.4 Priority Tax Claims.** See 507(a)(8)(B)

13 The Debtor owes the IRS a priority claim in the amount of \$704.08. Priority tax Claims  
14 are certain unsecured taxes, fines, penalty as described in § 507(a)(8). The Debtor shall pay  
15 any outstanding taxes on the Effective Date if the Debtor has not already paid the taxes. If there  
16 are any additional taxes that need to be paid post confirmation, the payments will be made from  
17 the Debtor’s income. If it is not a priority claim and secured, it will be paid upon the sale of  
18 the property. If it is not a priority claim and unsecured, it will be paid with the unsecured  
19 creditors.  
20

21 **2.5 Payment of Statutory Fees.**

22 To the extent unpaid, on the Effective Date, the Debtor shall pay any then-outstanding  
23 Statutory Fees in cash, in full. From and after the Effective Date, the Debtor shall pay, in cash,  
24 all Statutory Fees as they come due.

25 **ARTICLE III.**

26 **CLASSIFICATION OF CLAIMS AND INTERESTS**

1 **3.1 Manner of Classification of Claims and Interests.**

2 All Claims and Interests (except, in accordance with Section 1123(a)(1) of the Code,  
3 Administrative Claims and Priority Tax Claims) are defined and hereinafter designated in  
4 respective Classes. The Plan is intended to deal with all Claims against the Debtor, and  
5 Interests of the Debtor. However, only Allowed Claims and Allowed Interests will receive any  
6 distribution under this Plan. Notwithstanding references to Allowed Claims in the Classes  
7 established by the following Sections of this Article III, the Claims sought to be classified and  
8 treated, in the various Classes, may not currently be Allowed Claims, and may be Disputed  
9 Claims. The Debtor reserves all rights in this regard.

10 **3.2 Classification.**

11 Claims and interests are divided into the following Classes:

- 12 a. **Class 1** consists of all of the Allowed Secured Claims of the Lending/Funding  
13 Metrics.  
14 b. **Class 2** will consist of all Allowed Unsecured Claims.  
15 c. **Class 3** will consist of all Allowed Interests.

16 Any Class which is not occupied, as of the hearing on the Confirmation Date of the  
17 Plan, by an Allowed Claim or a Claim temporarily allowed pursuant to Bankruptcy Rule 3018  
18 will be deemed deleted from the Plan for purposes of the voting on acceptance or rejection of  
19 the Plan.  
20

21 **ARTICLE IV.**

22 **TERMS OF THE PLAN AND TREATMENT OF THE CLASSIFIED CLAIMS**

23 **4.1 Class 1 is impaired.** Class 1 consists of all of the Allowed Secured Claims of  
24 Lending/Funding Metrics. The amount of the claim is \$17,067. It is secured with the accounts  
25 receivables and so on of the Debtor.  
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1           The Class 1 Claimant will be paid the full amount of its secured claim. The  
2 Debtor will make monthly payments of the secured amount over 60 months until the secured  
3 creditor is paid in full. Any unsecured portion of the debt will be paid pursuant to Class 2.  
4 after confirmation. Under this Plan the Class 1 claimant will receive on account of such claim  
5 deferred cash payments totaling at least the allowed amount of such claim, of a value, as of the  
6 Effective Date of the plan, or at least the value of such holder's interest in the estate's interest in  
7 such property or for the realization by the Claimant of the equivalent of such claim.

8           **4.2           Class 2 is impaired.** Class 2 Claimants shall consist of the Allowed Unsecured  
9 Claims that are unsecured claims not entitled to priority under Section 507(a) and not in Class 1  
10 and 2. Generally, Class 3 shall consist of the Allowed Unsecured Claims for goods and/or  
11 services provided to the Debtor before the Petition Date, Allowed Unsecured Claims for breach  
12 of contract or rejection of executory contracts and unexpired leases (within the meaning of  
13 Section 365 of the Bankruptcy Code), Allowed Unsecured Claims for damages, and Allowed  
14 Unsecured Claims in respect of the deficiency Claims. Class 2 will be paid one-third of their  
15 claims over a sixty (60) months in quarterly payments.

16           **4.3           Class 3 is unimpaired.** Class 3 will consist of all Allowed Interests. The  
17 holders of the Allowed Interests shall retain their interest in the reorganized Debtor and their  
18 rights shall reinvest upon an order confirming the Plan in accordance with 11 U.S.C. Section  
19 1129(b)(2)(c)(i).  
20

21           Payments will be made in priority as established by the United States Bankruptcy Code  
22 including payments to Administrative Claims, Priority Claims and Allowed Unsecured  
23 Creditors in the order mandated by the United States Bankruptcy Code from the Debtor's  
24 Disposable Income.  
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**ARTICLE V.**

**EXECUTORY CONTRACTS**

**5.1** All executory contracts and leases shall be rejected at Confirmation except for those listed on the Assumption List which is attached to the Disclosure Statement as "Exhibit 2". The Debtor may amend the Plan to add any other executory contracts and leases to the Assumption List at any time prior to the Effective Date; provided, however, that any amendments made after Confirmation shall be subject to approval by the Bankruptcy Court after notice and a hearing. All executory contracts and leases not listed on the Assumption List, if any, or that is the subject of a motion to assume filed prior to Confirmation, shall be rejected at Confirmation.

**5.2** Each party to an executory contract or unexpired lease which is rejected at Confirmation shall file, not later than thirty (30) days after the Confirmation Date, a proof of claim for any Claim arising from the rejection of such executory contract or unexpired lease. Allowed Unsecured Claims arising out of the rejection of executory contract or unexpired leases shall be treated as a Class 31 Claimants.

**VI.**

**IMPLEMENTATION, EXECUTION AND EFFECT OF THE PLAN**

**6.1 Implementation of the Plan.** The Debtor proposes to implement and consummate the Plan through the means contemplated by sections 1123(a)(5)(B), (D), (E), and (G), 1123 (b)(1), 1123 (b)(2), 1123 (b)(3), 1123 (b)(4), and 1123 (b)(6) of the Bankruptcy Code. Confirmation and implementation of the Plan is also subject to the Bankruptcy Court's approval.

**6.2 Funding of the Plan.**

a. **Cash Flow.** The Debtor will be funded from the cash flow of the business.



**ARTICLE VIII.**

**MODIFICATION OF THE PLAN**

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2  
3 **8.1** Before Confirmation, the Debtor may modify the Plan in accordance with Sections  
4 1127(a), (c) and (d) of the Bankruptcy Code.

5 **8.2** The Plan may be modified by the Debtor after Confirmation, but before substantial  
6 consummation, in accordance with Sections 1127(b), (c), and (d) of the Bankruptcy Code.

7 **8.3** In accordance with Section 1127(e), the Plan may be modified at any time after  
8 confirmation of the Plan but before the completion of payments under the Plan, whether or not the  
9 Plan has been substantially consummated, upon request of the Debtor, the United States Trustee,  
10 or a holder of an allowed unsecured claim, to—

- 11 a. Increase or reduce the amount of payments on claims of a particular class provided  
12 for by the Plan;  
13 b. Extend or reduce the time period for such payments; or  
14 c. Alter the amount of the distribution to a creditor whose claim is provided for by the  
15 Plan to the extent necessary to take account of any payment of such claim made  
16 other than under the Plan.  
17

18 **8.4** Before the Effective Date, the Debtor may make appropriate technical adjustments and  
19 modifications to the Plan, the Disclosure Statement, and the Confirmation Order provided  
20 that such technical adjustments and modifications do not adversely affect the treatment of  
21 Claimants under the Plan.

22 **ARTICLE IX.**

23 **DISCHARGE**

24 **9.1** On the Effective Date, all of the Assets and the Estate Assets (except as designated)  
25 shall vest in the Debtor. The Assets and the Estate Assets shall vest free and clear of all  
26 Claims, equity security interests, Liens and encumbrances of Creditors, equity security holders,  
27



1 the Debtor, the Estate, or any other Persons, except the rights with respect thereto created  
2 pursuant to or provided for in this Plan or in the Confirmation Order.

3 **9.2** Except as otherwise provided in this Plan or the Confirmation Order, the distributions  
4 made pursuant to this Plan will be in full and final satisfaction, settlement, release and  
5 discharge as against the Debtor and its Estate, of any debt that arose prior to the Effective Date,  
6 including any debt of a kind specified in Section 502(h), (g) or (i) of the Bankruptcy Code, and  
7 all Claims of any nature, including without limitation, any interest accrued thereon from and  
8 after the Petition Date, whether or not (a) a proof of claim or interest based on such debt,  
9 obligation or interest is filed or deemed filed under Section 501 or Section 1111(a) of the  
10 Bankruptcy Code, (b) such Claim or interest is allowed under Section 502 of the Bankruptcy  
11 Code or (c) the holder of such Allowed Claim or Common Interest has accepted this Plan.

12 **9.3** On and after the Effective Date, except as provided in this Plan and the Confirmation  
13 Order, all holders of Claims against the Debtor or the Estate, shall be precluded from asserting  
14 any type of claim against the Debtor, or any of the Debtor's assets or properties, or other  
15 activity of any kind or nature that occurred prior to the Effective Date, and the Confirmation  
16 Order shall permanently enjoin said holders, their heirs, personal representatives, successors  
17 and assigns from enforcing or seeking to enforce any such Claims against the Debtor.

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19 **ARTICLE X.**

20 **GENERAL PROVISIONS**

21 **10.1 Abstention.** If the Bankruptcy Court abstains from exercising or declines to exercise  
22 jurisdiction or is otherwise without jurisdiction over any matter arising out of or relating to this  
23 Reorganization Case, Section X shall not affect and shall not control, prohibit or limit the  
24 exercise of jurisdiction by any other court having competent jurisdiction with respect to such  
25 matter.

1 **10.2 Confirmation by Non-Acceptance Method.** The Debtor hereby requests confirmation  
2 of the Plan pursuant to Section 1129(b) of the Bankruptcy Code with respect to any Class which  
3 is impaired and does not vote to accept the Plan.

4 **10.3 Construction.** The rules of construction set forth in Section 102 of the Bankruptcy  
5 Code will apply to the construction of the Plan.

6 **10.4 Continuing Jurisdiction.** The Bankruptcy Court will retain jurisdiction under 28  
7 U.S.C. §1930(a)(6) for the following purposes:

- 8       **a. Allowance of Claims or Interests.** To hear and determine any and all objections  
9 to the allowance of and requests to subordinate any Claim or any controversy  
10 over the classification thereof;
- 11       **b. Applications for Compensation.** To hear and determine any and all  
12 applications for compensation or reimbursement of costs and expenses pursuant  
13 to Section 330 or Section 1129 of the Bankruptcy Code or as otherwise provided  
14 for in the Plan, or for costs and expenses or compensation pursuant to Sections  
15 503(b)(3) through 503(b)(5) of the Bankruptcy Code;
- 16       **c. Executory Contracts and Expired Leases.** To hear and determine any and all  
17 matters relating to the rejection or the assumption and assignment of executory  
18 contracts or unexpired leases, and the allowance or disallowance of any Claims  
19 resulting therefrom;
- 20       **d. Rights of Action.** To hear and determine all rights of action and any adversary  
21 proceeding arising out of a right of action and to enable the Debtor to  
22 commence and prosecute after Confirmation any and all contested matters or  
23 adversary proceedings which they are entitled to pursue.
- 24       **e. Claims Allowance.** To liquidate, estimate, or disallow any Disputed Claim  
25 (including contingent or unliquidated Claims) which is not an Allowed Claim;  
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- 1           **f. Correct Minor Defects.** To correct any defect, cure any omission, or reconcile  
2           any inconsistency in the Plan or in the Confirmation Order as may be necessary  
3           to carry out the purposes and the intent of the Plan;
- 4           **g. Governmental Regulatory Issues.** To hear and determine all issues relating to,  
5           and to issue any necessary and appropriate orders with respect to, any  
6           governmental or regulatory agencies or instrumentalities;
- 7           **h. Plan Interpretation.** To determine any and all disputes which may arise  
8           regarding the interpretation of any provisions of the Plan or the Confirmation  
9           Order;
- 10          **i. Injunctive Relief.** To issue any injunction or other relief appropriate to  
11          implement the intent of this Plan.
- 12          **j. Enforcement of Plan.** To facilitate consummation of the Plan by entering,  
13          consistent with the provisions of the Plan, any further necessary or appropriate  
14          order(s) regarding enforcement of the Plan or its provisions;
- 15          **k. Final Decree.** To enter an appropriate final decree in the Reorganization Case;  
16          in the event of an appeal(s) of the Confirmation Order, and provided that no stay  
17          of the effectiveness of the Confirmation Order has been entered, to implement  
18          and enforce the Confirmation Order and the Plan according to their terms;

19  
20       **10.5 Cramdown.** In the event that any impaired Class is determined to have rejected this  
21       Plan in accordance with Section 1126 of the Bankruptcy Code, Debtor may invoke the  
22       provisions of Section 1129(b) of the Bankruptcy Code to satisfy the requirements for  
23       confirmation of the Plan. The Debtor reserves the right to modify this Plan to the extent, if any,  
24       that Confirmation pursuant to Section 1129(b) of the Bankruptcy Code requires modification.

25       **10.6 Disputed Claims.** Any Disputed claims will be handled as follows:  
26  
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- 1 1. Unless an earlier time is set by order of the Bankruptcy Court or in this Plan, all  
2 objections to Claims will be filed by sixty (60) days after the Confirmation Date.
- 3 2. Upon a Final Order of the Bankruptcy Court with respect to a Disputed Claim: if  
4 any part of the Disputed Claim has been allowed as a Class 1 through 18 and is  
5 not subject to being subordinated, the Claimant will receive payment to which it  
6 would have been entitled if the part of the Claim so allowed had been allowed as  
7 of the Confirmation Date. Such payment will be made as soon as possible after  
8 the order allowing the Claim becomes a Final Order;
- 9 3. After allowance, and to the extent allowed and not subordinated or subject to  
10 subordination, the previously Disputed Claim will be treated, for purposes of  
11 receiving subsequent distributions (if any), as if it had been allowed as of the  
12 Confirmation Date.

13 **10.7 Efficacy Before Confirmation.** This Plan will have no force or effect unless the  
14 Bankruptcy Court enters the Confirmation Order.

15 **10.8 Exculpation.** Except as otherwise provided in the Plan, the Debtor, nor any of its  
16 respective members, officers, directors, employees, representatives, professionals, or agents,  
17 will have or incur any liability to any Creditor for any act or omission in connection with, or  
18 arising out of, this Reorganization Case, including, without limitation, prosecuting confirmation  
19 of the Plan, consummation of the Plan, or administration of the Plan or the property to be  
20 distributed hereunder, except for gross negligence, willful misconduct, or fraud, and in all  
21 respects such Persons will be entitled to rely on the advice of counsel with respect to their  
22 duties and responsibilities in the Reorganization Case and under the Plan.

23 **10.9 Execution of Documents.** The Bankruptcy Court will direct the Debtor, any  
24 Creditor, and any other necessary party to execute and deliver or to join in the execution and  
25 delivery of any instrument required to effect a transfer or deemed transfer of property dealt with  
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1 by the Plan or to perform any other act which is necessary for the consummation of the Plan,  
2 pursuant to Section 1142(b) of the Bankruptcy Code.

3 **10.10 Fractional Dollars and Shares.** Notwithstanding any other provision of the Plan,  
4 no payments of or on account of fractions of dollars will be made to any holder of an Allowed  
5 Claim. When any payment of or on account of a fraction of a dollar to any holder of a Claim  
6 would otherwise be called for, the actual payment made will reflect a rounding of such fraction  
7 to the nearest whole number (up or down). Further, no fractional shares will be issued.

8 **10.11 Governing Law.** Except to the extent the Bankruptcy Code or Bankruptcy Rules are  
9 applicable, the rights and obligations arising under the Plan will be governed by, and will be  
10 construed and enforced in accordance with, the laws of the State of Nevada.

11 **10.12 Headings.** Headings used in the Plan are inserted for convenience only and do not  
12 constitute a portion of the Plan or affect the provisions of the Plan.

13 **10.13 Internal Consistency of Documents.** The benefits of the Debtor's bargains on  
14 behalf of its constituents will be preserved, and will not be impaired by contrary or inconsistent  
15 covenants, conditions, or provisions of the documents.

16 **10.14 Notices.** All notices and requests to the Debtor (on or after the Effective Date) with  
17 respect to the Plan shall be in writing and shall be sent to David J. Winterton Esq., David J.  
18 Winterton & Associates Ltd., 1140 N. Town Center Drive, Suite 120, Las Vegas, Nevada  
19 89144.

20 **10.15 Request for Payment of Administrative Claim.** Except as specifically set forth  
21 otherwise in the Plan, each Creditor asserting an Administrative Claim excluding Debtor's  
22 counsel, other than an Allowed Administrative Claim, shall file a request for payment of  
23 Administrative Claim on or before thirty (60) days after the Effective Date, unless another date  
24 is set by the Bankruptcy Court. All fees payable under section 1930 of title 28, as determined  
25 by the court at the hearing on confirmation of the Plan, have been paid or the Plan provides for  
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28

1 the payment of all such fees on the Effective Date of the Plan pursuant to 11 U.S.C. §  
2 1129(a)(12).

3 **10.16 Reservation of Rights.** Neither the filing of the Plan, nor any statement or  
4 provision contained herein, nor the taking of any action by the Debtor with respect to the Plan  
5 will be or will be deemed to be an admission or a waiver of any rights prior to the Confirmation  
6 Date.

7 **10.17 Revocation or Nullity of Plan and Survival of Vested Rights.** If the Plan will be  
8 revoked or withdrawn by the Debtor, or if Confirmation or the Effective Date does not occur in  
9 accordance with the Plan, then the Plan will be deemed null and void.

10 **10.18 Severability.** If any provision in the Plan is determined to be unenforceable, and at  
11 the option and in the sole discretion of the Debtor, the unenforceable provision may be severed  
12 from the Plan; and such determination will not limit or affect the enforceability of any and all  
13 other provisions of the Plan.

14 **10.19 Solicitation or participation.** Pursuant to section 1125(e) of the Bankruptcy Code  
15 the Property, managers, officer, direction employee, agents advisors, representative, successors  
16 or assign and any Professional employed or any of the foregoing entities will neither have nor  
17 incur any liability to any person for their role in soliciting acceptance or rejection of the Plan.  
18

19 **10.20 Successors and Assigns.** The rights, benefits, and obligations of any Person named  
20 or referred to in the Plan will be binding upon, and will inure to the benefit of, the heirs,  
21 personal representatives, successors, and assigns of such Person.

22 **10.21 Time Bar to Cash Payments.** Checks issued by any Person making distributions  
23 under this Plan shall be null and void if not cashed within ninety (90) days of the date of  
24 issuance thereof. Any Claim in respect of such a voided check shall be made on or before the  
25 later of the first anniversary of the date of issuance of such check. After such date, all Claims  
26 in respect of voided checks shall be discharged and forever barred.

1 **10.22 Voting of Claims.** Any Creditor holding a Claim which has been objected to and  
2 which is not an Allowed Claim as of the confirmation hearing will not be entitled to vote on the  
3 Plan unless, upon request of the Creditor, the Bankruptcy Court estimates or temporarily allows  
4 such Claim for voting purposes at or before the confirmation hearing. The Expiration Date  
5 shall be five (5) business days before the Confirmation Date.

6 **10.23 Withholding and Reporting Requirements.** In connection with the Plan the Debtor  
7 shall file all post-petition reports as required by Local Rule 3020(a), with each report to include  
8 the time period ending on the last day of the calendar month at least thirty (30) days prior to the  
9 due date of such report. In addition the Debtor will comply with all withholding and reporting  
10 requirements imposed by any federal, state, local, or foreign taxing authority; and all  
11 distributions under the Plan will be subject to any such

12 // // //

13 withholding and reporting requirements.

14 DATED this 23<sup>rd</sup> day of January, 2018.

15  
16 **ELITE INSTALLS LLC**

17  
18 By:   
19 **Manager**

20 Prepared and submitted by:  
21 DAVID J. WINTERTON & ASSOCIATES, LTD.

22  
23 By: /s/ David J. Winterton  
24 DAVID J. WINTERTON, ESQ.  
25 Nevada Bar No. 004142  
26 7881 W. Charleston Blvd., Suite 220  
27 Las Vegas, Nevada 89117  
28 *Attorneys for Debtor  
and Debtor-in-possession*

**CERTIFICATE OF SERVICE**

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- 1. On January 23rd, 2018 I served the following document(s):
  - 1. Debtor’s Plan of Reorganization
- 2. I served the above-named document(s) by the following means to the persons as listed below:
- 3. **By ECF System:**

U.S. TRUSTEE - LV - 11  
USTPRegion17.lv.ecf@usdoj.gov

■ (UNITED STATES MAIL) By depositing a copy of the above-referenced document for mailing in the United States Mail, first class postage prepaid, at Las Vegas, Nevada, to the parties listed on the attached service list, at their last known mailing addresses, on the 23rd day of January, 2018.

**See Attached Matrix**

- (OVERNIGHT COURIER) By depositing a true and correct copy of the above-referenced document for overnight delivery via Federal Express, at a collection facility maintained for such purpose, addressed to the parties on the attached service list, at their last known delivery address, on the date above written.
- (FACSIMILE) That I served a true and correct copy of the above referenced document via facsimile, to the facsimile numbers indicated, to those persons listed on the attached service list, on the date above written.

/s/ Autumn G. Wheeler  
An employee of David J. Winterton & Assoc., Ltd.

DAVID J. WINTERTON & ASSOCIATES, LTD.  
1140 N. Town Center Drive, Suite 120  
Las Vegas, Nevada 89144  
(702) 363-0317



**EXHIBIT 2**

**LEASE ASSUMPTION LIST**

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(702) 363-0317

**EXHIBIT 3**  
**PROJECTIONS**

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**EXHIBIT 4**  
**LIQUIDATION VALUE COMPUTATION AND ANALYSIS:**

**EXHIBIT 5**  
**PROPOSED BALLOT**

**DAVID J. WINTERTON & ASSOCIATES, LTD.**  
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