

**KLESTADT WINTERS JURELLER
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**Hearing Date: January 19, 2018
10:00 a.m.**

*Counsel to Sumitomo Mitsui Finance and Leasing
Company, Ltd.*

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

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In re	:	Chapter 11
	:	
ATM MIRROR, INC.,	:	Case No. 16-23276 (RDD)
	:	
Debtor.	:	
	:	
	:	
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**SUMITOMO MITSUI FINANCE AND LEASING COMPANY LTD.’S LIMITED
OBJECTION TO THE DEBTOR’S DISCLOSURE STATEMENT**

Sumitomo Mitsui Finance and Leasing Company, Limited (“SMFL”), a secured creditor of ATM Mirror, Inc., (the “Debtor”), by and through its attorneys, Klestadt Winters Jureller Southard & Stevens, LLP, submits this limited objection (the “Objection”) to the Debtor’s Disclosure Statement dated November 15, 2017 (the “Disclosure Statement”) and respectfully states and alleges as follows:

LIMITED OBJECTION

1. Prior to the Petition Date, on or about November 18, 2015, the Debtor entered into a financing and security agreement with SMFL (collectively, the “Financing Agreement”). Pursuant to the terms of the Financing Agreement, SMFL funded the purchase of a glass tempering oven (the “Equipment”) by the Debtor. In exchange, the Debtor agreed to 72 monthly payments to

SMFL totaling, approximately, \$6,839.69 each (the “Monthly Payments”) and granted SMFL a lien on the Equipment (the “SMFL Lien”). The SMFL Lien was properly perfected on December 2, 2015. Finally, the Financing Agreement was personally guaranteed by Mr. James Count, President of the Debtor.

2. On or about November 9, 2016, in order to provide the Debtor with some much needed breathing room during the early stages of this Chapter 11 Case, SMFL agreed, in principal, to amend the terms of the Financing Agreement (the “Amended Financing Agreement”), including an adjustment to the Monthly Payments (the “Amended Monthly Payments”). The Amended Monthly Payments would be structured as follows:

Rental Payment Date	Number of Monthly Rental Payments	Rental Payment Amount Per Monthly Payment Period
July 15, 2016	1	\$6,839.69
August 15, 2016 through and including November 15, 2016	4	\$0.00
December 15, 2016 through and including November 15, 2017	12	\$3,000.00
December 15, 2017 through and including July 15, 2022	56	\$7,000.00
August 15, 2022	1	\$79,959.60

Though the Debtor does include the terms of the Amended Financing Agreement in the Disclosure Statement, and has made payments to SMFL in accordance with the above schedule, the Amended Financing Agreement has not been formally accepted by the Debtor. A motion to approve the Amended Financing Agreement has not been filed, nor do the Plan or Disclosure Statement provide for the assumption of its terms. It is axiomatic that a “disclosure statement is necessary to

provide creditors with sufficient information to enable them to cast an informed vote on the plan.”
In re Babyoff, 445 B.R. 64, 78 (Bankr. E.D.N.Y. 2011) (citing In re Momentum Mfg. Corp., 25
F.3d 1132, 1136 (2d Cir. 1994). Based on this, SMFL files this limited objection and respectfully
requests that the Disclosure Statement (and Plan) be amended to include sufficient information
related to the assumption of the Amended Financing Agreement.

WHEREFORE, SMFL respectfully requests that the Court condition the approval of the
Debtor’s Disclosure Statement upon its amendment to include sufficient information pertaining to
the assumption of the Amended Financing Agreement and grant such other relief as the Court
deems just and proper.

Dated: New York, New York
January 11,2018

**KLESTADT WINTERS JURELLER
SOUTHARD & STEVENS, LLP**

By: /s/ Tracy L. Klestadt

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