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UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

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In re:

Chapter 11

SECOND PHOENIX HOLDING LLC, et al.,

Debtors,

Case No. 18-10009 (MG)
Case No. 18-10010 (MG)
Case No. 18-10011 (MG)
(Jointly Administered)

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FIRST AMENDED DISCLOSURE STATEMENT

Dated July 31, 2018

Of

**PHOENIX HOLDING LLC, HARLEM PHOENIX REALTY CORP., AND KSHEL
REALTY CORP.**

ON JANUARY 3, 2018, PHOENIX HOLDING LLC, HARLEM PHOENIX REALTY CORP., AND KSHEL REALTY CORP. (“DEBTORS”) FILED VOLUNTARY PETITIONS UNDER CHAPTER 11 OF THE UNITED STATES BANKRUPTCY CODE. THIS DISCLOSURE STATEMENT HAS NOT BEEN APPROVED BY THE BANKRUPTCY COURT AS CONTAINING ADEQUATE INFORMATION WITHIN THE MEANING OF SECTION 1125(a) OF THE BANKRUPTCY CODE. DEBTORS WILL FILE AN APPLICATION SEEKING AN ORDER OF THE BANKRUPTCY COURT (i) APPROVING (a) THIS DISCLOSURE STATEMENT AS CONTAINING ADEQUATE INFORMATION; (b) AUTHORIZING THE SOLICITATION OF VOTES IN COMPLIANCE WITH SECTION 1126(b) OF THE BANKRUPTCY CODE; AND (c) CONFIRMING THE FIRST AMENDED JOINT REORGANIZATION PLAN (THE “PLAN”) DESCRIBED HEREIN.

I. INTRODUCTION

This is the first amended disclosure statement (the “Disclosure Statement”) in the chapter 11 cases of Second Phoenix Holding LLC (“SP”), Harlem Phoenix Realty Corp. (“HP”) and Kshel Realty Corp. (“KR”) (individually “Debtor” and collectively “Debtors”). This Disclosure Statement contains information about the Debtors and describes the First Amended Joint Plan of Reorganization of SP, HP and KR, dated July 31, 2018 (the “Plan”) filed by Debtors on July 31, 2018. A full copy of the Plan is attached to this Disclosure Statement as Exhibit A. ***Your rights may be affected. You should read the Plan and this Disclosure Statement carefully and discuss them with your attorney. If you do not have an attorney, you may wish to consult one.***

The proposed distributions under the Plan are discussed at pages 6-12 of this Disclosure Statement.

All creditors will receive a distribution of 100 % of their allowed claims, with interest, to be paid on the Effective Date.

A. Purpose of This Document

This Disclosure Statement describes:

- Debtors and significant events during the bankruptcy cases.
- How the Plan proposes to treat claims or equity interests of the type you hold (*i.e.*, what you will receive on your claim or equity interest if the plan is confirmed).
- Who can vote on or object to the Plan.
- What factors the Bankruptcy Court (the “Court”) will consider when deciding whether to confirm the Plan.
- Why Debtors believes the Plan is feasible, and how the treatment of your claim or equity interest under the Plan compares to what you would receive on your claim or equity interest in liquidation.
- The effect of Confirmation of the Plan.

Be sure to read the Plan as well as the Disclosure Statement. This Disclosure Statement describes the Plan, but it is the Plan itself that will, if confirmed, establish your rights.

B. Deadlines for Voting and Objecting; Date of Plan Confirmation Hearing

The Court has not yet confirmed the Plan described in this Disclosure Statement. This section describes the procedures pursuant to which the Plan will or will not be confirmed.

Deadline for Voting to Accept or Reject the Plan

If you are entitled to vote to accept or reject the plan, vote on the enclosed ballot and return the ballot in the enclosed envelope to Marc Stuart Goldberg, Esq., Marc Stuart Goldberg, LLC, 670 White Plains Road, Suite 121, Scarsdale, New York 10583. See section IV.A. below for a discussion of voting eligibility requirements.

Your ballot must be received by Month Day, 2018 or it will not be counted.

Deadline for Objecting to Confirmation of the Plan

Objections to Confirmation of the Plan must be filed with the Court and served upon Marc Stuart Goldberg, LLC, 670 White Plains Road, Suite 121, Scarsdale, New York 10583 and The Office of the United States Trustee, Attn: Brian S. Masumoto, Esq., U.S. Federal Office Building 201 Varick Street, Suite 1006, New York, New York 10014 by Month Day, 2018.

Identity of Person to Contact for More Information

If you want additional information about the Plan, you should contact Marc Stuart Goldberg, LLC, 670 White Plains Road, Suite 121, Scarsdale, New York 10583, electronic mail address, mgoldberg@msglegal.com.

C. Disclaimer

NO STATEMENTS, INFORMATION OR REPRESENTATIONS CONCERNING DEBTORS ARE AUTHORIZED BY DEBTORS OTHER THAN AS SET FORTH IN THIS STATEMENT. ANY REPRESENTATIONS OR INDUCEMENTS MADE TO SECURE YOUR ACCEPTANCE WHICH ARE OTHER THAN AS CONTAINED IN THIS STATEMENT SHOULD NOT BE RELIED UPON BY YOU IN ARRIVING AT YOUR DECISION AND SUCH ADDITIONAL REPRESENTATIONS AND INDUCEMENTS SHOULD BE REPORTED TO COUNSEL FOR DEBTORS, WHO IN TURN SHALL DELIVER SUCH INFORMATION TO THE COURT FOR SUCH ACTION AS THE COURT MAY DEEM APPROPRIATE. THE INFORMATION CONTAINED HEREIN HAS NOT BEEN SUBJECT TO A CERTIFIED AUDIT. DEBTORS ARE UNABLE TO WARRANT AND REPRESENT THE ACCURACY OF THE INFORMATION CONTAINED HEREIN, ALTHOUGH GREAT EFFORT HAS BEEN MADE TO INSURE ITS ACCURACY.

THIS STATEMENT HAS BEEN APPROVED BY AN ORDER OF THE COURT DATED MONTH DAY, 2018, AFTER NOTICE AND A HEARING PURSUANT TO SECTION 1125 OF THE BANKRUPTCY CODE. THE COURT FOUND THAT THE INFORMATION CONTAINED HEREIN IS OF THE KIND, AND IS OF SUFFICIENT DETAIL, TO ENABLE A HYPOTHETICAL, REASONABLE INVESTOR TYPICAL OF THE CLASS BEING SOLICITED, TO MAKE AN INFORMED JUDGMENT WHETHER TO VOTE TO ACCEPT OR TO REJECT THE PLAN. THE COURT HAS NOT RULED UPON THE PLAN, AND NEITHER THIS STATEMENT NOR THE ORDER

***APPROVING IT IS TO BE CONSTRUED AS APPROVAL OR ENDORSEMENT AS TO
THE FAIRNESS OR MERITS OF THE PLAN BY THE COURT.***

II. BACKGROUND

A. Description and History of Debtors' Businesses

SP was formed in 2016 for the purpose of entering into a secured lending arrangement with SKW. HP was formed in 1997, and KR was formed in 1992. HP and KR own one hundred (100%) percent of SP. Evan Blum is sole shareholder of HP and KR. SP is engaged in the business of owning real estate. One parcel, at 216 East 125th Street, New York, NY 10035 ("East 125th Street", is improved, and one parcel, at 14 Second Avenue, New York, NY 10003 ("Second Avenue"), is unimproved land (collectively the "Real Property").

B. Insiders of Debtors

At the time of the commencement of Debtors' Bankruptcy Cases, Evan Blum was Manager of SP and President and sole Stockholder of both HP and KR. Mr. Blum has taken loans from Debtors during the two years prior to the commencement of Debtors' Bankruptcy Cases but has not taken salary or other compensation. Also, at the time of the commencement of Debtors' Bankruptcy Cases, Brown Meadow, Inc. ("Brown Meadow"), of which Mr. Blum is sole stockholder and President, was the sole tenant at East 125th Street.

C. Management of Debtor Before and During the Bankruptcy

During the two years prior to the date on which the bankruptcy petitions were filed, and during the pendency of the chapter 11 cases, the officers, directors, managers or other persons in control of Debtors (collectively the "Managers"), was Mr. Blum.

After the Effective Date of the order confirming the Plan, the officers, directors, managers or other persons in control of Debtors of Debtors (the "Post Confirmation Manager"), will be Evan Blum. Mr. Blum will be responsible for all management decisions of Reorganized Debtors. Mr. Blum will not be compensated for his work.

D. Events Leading to Chapter 11 Filing

SP voluntarily filed its chapter 11 petition as SKW, a lender that loaned Debtors the amount of twelve million (\$12,000,000.00) dollars secured by the Real Property, and the equity of SP's equity holders, HP and KR, entities that simultaneously filed Chapter 11 cases in this Court, sought to take control of the Real Property by foreclosing against HP and KR, under Article 9 of the Uniform Commercial Code. As a result, Debtors were compelled to file the Chapter 11 cases.

E. Significant Events During the Case

At the inception of its Bankruptcy Case, Debtors retained, with Bankruptcy Court approval, as its counsel, Marc Stuart Goldberg, LLC.

Also, with Bankruptcy Court approval, Debtors retained Avison Young - New York (“AYNY”), to market and sell East 125th Street and Second Avenue and/or to refinance East 125th Street and Second Avenue.

Debtors have entered into two contracts of sale for the Property. The first is a contract dated July 25, 2018, by and between Debtors and 212 East 125th Street LLC, for the sale of East 125th Street, for a purchase price of \$10,000,000.00, and the second is a contract dated July 25, 2018, by and between Debtors and Station Companies DV, LLC, for the sale of Second Avenue, for a purchase price of \$7,000,000.00. Each of the contracts is subject to higher and better offers at auction; however, under no event are either contracts to close later than October 10, 2018.

Funding for the Plan shall be from the proceeds realized from the sale of East 125th Street and Second Avenue.

F. Projected Recovery of Avoidable Transfers

Debtors do not intend to pursue preference, fraudulent conveyance, or other avoidance actions.

G. Claims Objections

Except to the extent that a claim is already allowed pursuant to a final non-appealable order, Debtors reserve the right to object to claims. Therefore, even if your claim is allowed for voting purposes, you may not be entitled to a distribution if an objection to your claim is later upheld. The procedures for resolving disputed claims are set forth in Article V of the Plan.

H. Current and Historical Financial Conditions

Upon information and belief, and based upon the combined value of the contracts above identified, Debtors’ Property exceeds \$17,000,000.00 in value. At or prior to the Effective Date, Debtor(s) will have closed on the sale of East 125th Street and Second Avenue in a cumulative amount equal to or greater to than will be required to satisfy all Claims, including, but not limited to Administrative, Priority, Secured, Unsecured and the Claims of the United States Trustee, or will have secured the Refinancing.

I. Substantive Consolidation

The Plan provides for the substantive consolidation of Debtors' cases. Entry of the Confirmation Order shall constitute the approval, pursuant to section 105(a) of the Bankruptcy Code, effective as of the Effective Date, of the substantive consolidation of the Debtors for all purposes related to the Plan, including, without limitation, voting, confirmation and Distributions. On or after the Effective Date, (a) all assets and liabilities of the Debtors shall be treated as if they were merged, (b) no Distributions shall be made under the Plan on account of any Claim held by one of the Debtors against any of the others, (c) all cross company guaranties shall be extinguished so that any guaranty obligation shall be deemed one obligation of the Reorganized Debtor, and (d) each and every claim filed or to be filed against either the Debtors shall be deemed filed against the Debtors and shall be one claim against and obligation of the Reorganized Debtor.

III. SUMMARY OF THE PLAN OF REORGANIZATION AND TREATMENT OF CLAIMS AND EQUITY INTERESTS

A. What is the Purpose of the Plan of Reorganization?

As required by the Bankruptcy Code, the Plan places claims and equity interests in various classes and describes the treatment each class will receive. The Plan also states whether each class of claims or equity interests is impaired or unimpaired. The Plan provides that all of the assets and all of the liabilities of Debtors will be merged into one entity on Plan confirmation. If the Plan is confirmed, your recovery will be limited to the amount provided by the Plan.

B. Unclassified Claims

Certain types of claims are automatically entitled to specific treatment under the Bankruptcy Code. They are not considered impaired, and holders of such claims do not vote on the Plan. They may, however, object if, in their view, their treatment under the Plan does not comply with that required by the Bankruptcy Code. As such, the Plan Proponent has not placed the following claims in any class:

1. Administrative Expenses

Administrative expenses are costs or expenses of administering Debtors' chapter 11 cases which are allowed under § 507(a)(2) of the Code. Administrative expenses also include the value of any goods sold to Debtors in the ordinary course of business and received within 20 days before the date of the bankruptcy petition. The Bankruptcy Code requires that all administrative expenses be paid on the Effective Date of the Plan, unless a particular claimant agrees to a different treatment.

The following chart lists the estimated, cumulative administrative expenses of SP, HP and KR, and their proposed treatment under the Plan:

Type	Estimated Amount Owed	Proposed Treatment
Expenses Arising in the Ordinary Course of Business After the Petition Date	\$0.00	Paid in full on the Effective Date of the Plan, or according to terms of obligation if later
The Value of Goods Received in the Ordinary Course of Business Within 20 Days Before the Petition Date	\$0.00	Paid in full on the Effective Date of the Plan, or according to terms of obligation if later
Professional Fees, as approved by the Court.	\$895,000.00	Paid in full on the Effective Date of the Plan, or according to separate written agreement, or according to court order if such fees have not been approved by the Court on the Effective Date of the Plan
Clerk's Office Fees	\$	Paid in full on the Effective Date of the Plan
Other administrative expenses	\$	Paid in full on the Effective Date of the Plan or according to separate written agreement
Office of the U.S. Trustee Fees	\$170,000.00	Paid in full on the Effective Date of the Plan
TOTAL	\$1,065,000.00	

2. *Priority Tax Claims*

Priority tax claims are unsecured income, employment, and other taxes described by § 507(a)(8) of the Bankruptcy Code. Unless the holder of such a § 507(a)(8) priority tax claim agrees otherwise, it must receive the present value of such claim, in regular installments paid over a period not exceeding 5 years from the order of relief.

The following chart lists the estimated, cumulative § 507(a)(8) priority tax claims of SP, HP and KR and their proposed treatment under the Plan:

Description (name and type of tax)	Estimated Amount Owed	Date of Assessment	Treatment
IRS-Corp-Income	\$3,136.82	None	Paid in full on Effective Date
NYS Dept. Taxation	\$669.67	None	Paid in full on Effective Date

C. Classes of Claims and Equity Interests

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

1. *Classes of Priority Unsecured Claims*

Certain priority claims that are referred to in §§ 507(a)(1), (4), (5), (6), and (7) of the Bankruptcy Code are required to be placed in classes. The Bankruptcy Code requires that each holder of such a claim receive cash on the effective date of the Plan equal to the allowed amount of such claim. However, a class of holders of such claims may vote to accept different treatment.

The following chart lists all classes in SP, HP and KR Bankruptcy Cases containing claims under §§ 507(a)(1), (4), (5), (6), and (a)(7) of the Code and their proposed treatment under the Plan:

Description	Estimated Amount Owed	Impairment	Treatment
None			

2. *Classes of Secured Claims*

SKW is a secured creditor of Debtors. As of April 11, 2018, SKW was owed \$13,443,204.42 secured by the Real Property and the equity interests in HP and KR. SKW's Claim continues to accrue interest and certain additional cost as set forth in the Settlement Agreement, which is attached hereto as Exhibit B.

The following chart identifies the estimated, cumulative Class 3 general unsecured claims against all Debtors:

3. *Class of General Unsecured Claims, other than Brown Meadow, Inc.*

General unsecured claims are not secured by property of the estate and are not entitled to priority under § 507(a) of the Code.

The following chart identifies the Plan's proposed treatment of Class 3, which contain the cumulative general unsecured claims against Debtors:

Description	Impairment	Treatment
General Unsecured Creditors	No	Payment of Allowed Claims in Full on the Effective Date, with interest

4. *Class of Brown Meadow, Inc.*

Brown Meadow will receive no distributions on account of its Allowed Class 4 Claim, if any regarding the rejection/termination of the Brown Meadow Lease as its Allowed Claim, if any, will be offset against the Claim Debtors have against Brown Meadow under that lease agreement by and between SP and Brown Meadow dated March 14, 2016.

5. *Classes of Equity Interest Holders*

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

The Interests of Evan Blum in HP and KR will be retained by Evan Blum.

D. Means of Implementing the Plan

1. *Source of Payments*

Funding for the Plan shall be from the proceeds realized from the sale of East 125th Street and Second Avenue or the Refinancing.

2. *Post-Confirmation Management*

The Post-Confirmation Managers of Reorganized Debtor shall be Evan Blum. Mr. Blum will not be compensated by Debtors for his efforts.

E. Risk Factors

The proposed Plan has the following risks:

From Debtors' perspective, the Plan's only risk is Debtors' inability to sell East 125th Street and/or Second Avenue or to secure the Refinancing.

F. Executory Contracts and Unexpired Leases

The Plan, at Article VIII, sets forth all executory contracts and unexpired leases that Debtor will reject under the Plan. Rejection means that Debtor has elected to terminate the contracts and the obligations under such contracts and unexpired leases.

All executory contracts and unexpired leases that are not listed in Section 8A. will be rejected under the Plan. Consult your adviser or attorney for more specific information about particular contracts or leases.

If you object to the assumption of your contract or lease, you must file and serve your objection to the Plan within the deadline for objecting to the Confirmation of the Plan.

The Deadline for Filing a Proof of Claim Based on a Claim Arising from the Rejection of a Lease or Contract thirty (30) days after the date of the order confirming this Plan. Any claim based on the rejection of a contract or lease will be barred if the proof of claim is not timely filed, unless the Court orders otherwise.

G. Tax Consequences of Plan

Creditors and Equity Interest Holders Concerned with How the Plan May Affect Their Tax Liability Should Consult with Their Own Accountants, Attorneys, and/or Advisors.

IV. CONFIRMATION REQUIREMENTS AND PROCEDURES

To be confirmable, the Plan must meet the requirements listed in §§ 1129(a) or (b) of the Code. These include the requirements that: the Plan must be proposed in good faith; at least one impaired class of claims must accept the plan, without counting votes of insiders; the Plan must distribute to each creditor and equity interest holder at least as much as the creditor or equity interest holder would receive in a chapter 7 liquidation case, unless the creditor or equity interest holder votes to accept the Plan; and the Plan must be feasible. These requirements are not the only requirements listed in § 1129, and they are not the only requirements for Confirmation.

A. Who May Vote or Object

Any party in interest may object to the Confirmation of the Plan if the party believes that the requirements for Confirmation are not met.

Many parties in interest, however, are not entitled to vote to accept or reject the Plan. A creditor or equity interest holder has a right to vote for or against the Plan only if that creditor or equity interest holder has a claim or equity interest that is both (1) allowed or allowed for voting purposes and (2) impaired.

In this case, the Plan Proponent believes that no classes of claims or interests are impaired. Therefore, no class of creditors or interest holders are to vote to accept or reject the Plan.

1. What Is an Allowed Claim or an Allowed Equity Interest?

Only a creditor or equity interest holder with an allowed claim or an allowed equity interest has the right to vote on the Plan. Generally, a claim or equity interest is allowed if either (1) Debtor has scheduled the claim on Debtor's schedules, unless the claim has been scheduled as disputed, contingent, or unliquidated, or (2) the creditor has filed a proof of claim or equity interest, unless an objection has been filed to such proof of claim or equity interest. When a claim or equity interest is not allowed, the creditor or equity interest holder holding the claim or equity interest cannot vote unless the Court, after notice and hearing, either overrules the objection or allows the claim or equity interest for voting purposes pursuant to Rule 3018(a) of the Federal Rules of Bankruptcy Procedure.

The deadline for filing a proof of claim in this case was April 6, 2018. The deadline for filing an objection to a proof of claim is ninety (90) days after the Confirmation Date (unless extended by an order of the Court); provided, however, that nothing contained herein shall limit the right of Debtor and/or the Reorganized Debtor to object to Claims, if any, filed or amended more than thirty (30) days after the Confirmation Date. In that case, Debtor and/or the Reorganized Debtor shall have ninety (90) days after the filing of such Claim(s) or amendment(s) to object.

2. What Is an Impaired Claim or Impaired Equity Interest?

As noted above, the holder of an allowed claim or equity interest has the right to vote only if it is in a class that is impaired under the Plan. As provided in § 1124 of the Code, a class is considered impaired if the Plan alters the legal, equitable, or contractual rights of the members of that class.

*3. Who is **Not** Entitled to Vote*

The holders of the following six types of claims and equity interests are not entitled to vote:

- holders of claims and equity interests that have been disallowed by an order of the Court;

- holders of other claims or equity interests that are not “allowed claims” or “allowed equity interests” (as discussed above), unless they have been “allowed” for voting purposes.
- holders of claims or equity interests in unimpaired classes; holders of claims entitled to priority pursuant to §§ 507(a)(2), (a)(3), and (a)(8) of the Code; and
- holders of claims or equity interests in classes that do not receive or retain any value under the Plan;
- holders of claims and equity interests that are not impaired under the Plan
- administrative expenses.

Even If You Are Not Entitled to Vote on the Plan, You Have a Right to Object to the Confirmation of the Plan and to the Adequacy of the Disclosure Statement.

4. *Who Can Vote in More Than One Class*

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

B. Votes Necessary to Confirm the Plan

If impaired classes exist, the Court cannot confirm the Plan unless (1) at least one impaired class of creditors has accepted the Plan without counting the votes of any insiders within that class, and (2) all impaired classes have voted to accept the Plan, unless the Plan is eligible to be confirmed by “cram down” on non-accepting classes, as discussed later in Section [B.2.].

1. *Votes Necessary for a Class to Accept the Plan*

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

A class of impaired equity interests accepts the Plan if the holders of at least two-thirds (2/3) in amount of the allowed equity interests in the class, who vote, cast their votes to accept the Plan.

2. *Treatment of Nonaccepting Classes*

Even if one or more impaired classes reject the Plan, the Court may nonetheless confirm the Plan if the nonaccepting classes are treated in the manner prescribed by § 1129(b) of the Code. A plan that binds nonaccepting classes is commonly referred to as a “cram down” plan. The Code allows the Plan to bind nonaccepting classes of claims or equity interests if it meets all

the requirements for consensual Confirmation except the voting requirements of § 1129(a)(8) of the Code, does not “discriminate unfairly,” and is “fair and equitable” toward each impaired class that has not voted to accept the Plan.

C. Liquidation Analysis

To confirm the Plan, the Court must find that all creditors and equity interest holders who do not accept the Plan will receive at least as much under the Plan as such claim and equity interest holders would receive in a chapter 7 liquidation. In that creditors will realize 100% of their claims, with interest where applicable, a liquidation analysis is not required.

D. Feasibility

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

1. Ability to Initially Fund Plan

The Plan Proponent believes that Debtors will have enough cash on hand on the Effective Date of the Plan to pay all the claims and expenses that are entitled to be paid on that date.

2. Ability to Make Future Plan Payments and Operate Without Further Reorganization

The Plan Proponent must also show that it will have enough cash over the life of the Plan to make the required Plan payments. Payments to all claimants will be made in full, with interest, on the Effective Date.

You Should Consult with Your Accountant or other Financial Advisor If You Have Any Questions Pertaining to These Projections.

V. EFFECT OF CONFIRMATION OF PLAN

A. DISCHARGE OF DEBTOR

Discharge. On the Effective Date of the Plan, Debtors shall be discharged from any debt that arose before Confirmation of the Plan, subject to the occurrence of the Effective Date, to the extent specified in § 1141(d)(1)(A) of the Bankruptcy Code, except that Debtors shall not be discharged of any debt (i) imposed by the Plan, (ii) of a kind specified in § 1141(d)(6)(A) if a timely complaint was filed in accordance with Rule 4007(c) of the Federal Rules of Bankruptcy Procedure, or (iii) of a kind specified in § 1141(d)(6)(B). After the Effective Date of the Plan

your claims against Debtors will be limited to the debts described in clauses (i) through (iii) of the preceding sentence.

B. Modification of Plan

The Plan Proponent may modify the Plan at any time before Confirmation of the Plan. However, the Court may require a new disclosure statement and/or re-voting on the Plan. The Plan Proponent may also seek to modify the Plan at any time after Confirmation only if (1) the Plan has not been substantially consummated and (2) the Court authorizes the proposed modifications after notice and a hearing.

C. Final Decree

Once the estate has been fully administered, as provided in Rule 3022 of the Federal Rules of Bankruptcy Procedure, the Plan Proponent, or such other party as the Court shall designate in the Plan Confirmation Order, shall file a motion with the Court to obtain a final decree to close the case. Alternatively, the Court may enter such a final decree on its own motion.

Dated: Scarsdale, New York
July 31, 2018

Second Phoenix Holding LLC

By: /s/ Evan Blum
Evan Blum, Manager

Harlem Phoenix Realty Corp.

By: /s/ Evan Blum
Evan Blum, President and Sole Shareholder

Kshel Realty Corp.

By: /s/ Evan Blum
Evan Blum, President and Sole Shareholder

Marc Stuart Goldberg, LLC
Attorneys for Debtors
By: /s/ Marc Stuart Goldberg
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