

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF TEXAS
EL PASO DIVISION**

IN RE:)
)
H&J ALAMO AUTO GLASS, INC.,) **Case No. 15-31917-HCM**
d/b/a ALAMO AUTO GLASS,) **Chapter 11**
)
Debtor.)

DEBTOR’S FIRST AMENDED DISCLOSURE STATEMENT

Proposed By:

H&J ALAMO AUTO GLASS, INC.
Dated: July 22, 2016

Submitted by:

Carlos A. Miranda III, Esq.
Gabe Perez, Esq.
MIRANDA & MALDONADO, P.C.
5915 Silver Springs, Bldg. 7
El Paso, Texas 79912
(915) 587-5000 (Telephone)
(915) 587-5001 (Facsimile)
cmiranda@mirandafirm.com
gperez@mirandafirm.com

Attorneys for H&J Alamo Auto Glass, Inc.
d/b/a Alamo Auto Glass

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EXHIBIT REFERENCES

Exhibits:

- "A" Debtor's *Plan of Reorganization*;
- "B" Debtor's *Schedules of Assets & Liabilities*;
- "C" *Monthly Statement of Operations*;
- "D" *Annual Statement of Operations for Five (5) Years*; and,
- "E" *Monthly Operating Reports*.

SECTION 1- INTRODUCTION

1. **Preliminary Statement:**

This *Disclosure Statement* and accompanying *Plan of Reorganization* (the “*Disclosure Statement* and/or the “*Plan*”) are being furnished to the holders of Claims and Interests of H&J Alamo Auto Glass, Inc. (“AAG” and/or the “Debtor”) in this Chapter 11 Case. This *Disclosure Statement* has been prepared in connection with the solicitation of *Ballots* for the acceptance of the *Plan* under Chapter 11 of Title 11 of the United States Bankruptcy Code (the “Code”).

2. **Approval of the Disclosure Statement by the Court:**

AAG submits that this *Disclosure Statement* contains "adequate information" as required by Section 1125(f)(3)(A) of the Code.

3. **Holdings of Claims:**

Holders of Claims and Interests should read the *Disclosure Statement* and accompanying *Plan* in their entirety before voting on the *Plan*. No solicitation of *Votes* with respect to the *Plan* may be made except pursuant to this *Disclosure Statement*. No statements or information concerning the Debtor in this Chapter 11 Case (particularly as to its financial condition or with respect to distributions to be made under the *Plan*), or any of the assets and liabilities of the Debtor that is given for the purpose of soliciting acceptances or rejection of the *Plan* is authorized other than as set for in this *Disclosure Statement*.

4. **Vote:**

After reviewing the *Disclosure Statement* and all *Exhibits* attached to it, please indicate your acceptance or rejection of the *Plan* by voting in favor of or against it on the enclosed *Ballot*. Pursuant to Rule 3018 of the Federal Rules of Bankruptcy Procedure, and except as otherwise provided by order of the Court, all *Ballots* are to be sent directly to counsel for Debtor and are not to be filed with the Clerk of the Court.

RETURN THE BALLOT, IN DUPLICATE IN TIME TO BE RECEIVED NO LATER THAN AUGUST 22, 2016 AT 5:00 P.M. MOUNTAIN TIME, THE VOTING DEADLINE, TO:

Carlos A. Miranda III, Esq.
Gabe Perez, Esq.
MIRANDA & MALDONADO, P.C.
5915 Silver Springs, Bldg. 7
El Paso, Texas 79912
(915) 587-5000 (Telephone)
(915) 587-5001 (Facsimile)

cmiranda@mirandafirm.com
gperez@mirandfirm.com

5. Late Ballots:

Any *Ballot* received after the *Voting Deadline* may not be counted (unless otherwise ordered by the Court). *Ballots* that are received after the *Voting Deadline* may not be used in connection with the Debtor's request for *Confirmation* of the *Plan* or any modification thereof, except to the extent allowed by the Court.

6. Contents of the Disclosure Statement and Plan:

The *Disclosure Statement* and *Plan* have been prepared by the Debtor who is the *Plan's* proponent. The factual statements, projections, financial information, and other information contained in these instruments have been taken from documents prepared by the Debtor, its Accountants from information on file with the Court, including the *Schedules*, *Statements of Financial Affairs*, and the *Monthly Operating Reports*. Any information provided in the *Disclosure Statement* and *Plan* should not be relied upon by any creditor to the exclusion of independent verification by each creditor. Unless and until the *Plan* is confirmed, (a) nothing contained in the *Disclosure Statement* or *Plan* is intended to have any preclusive effect against the Debtor (whether by waiver, admission, estoppel or otherwise) in any cause or proceeding which may exist or occur in the future, and (b) the *Disclosure Statement* and *Plan* are not intended to be construed or deemed to constitute an acceptance of fact or an admission by the Debtor with regard to any of the statements made herein, and all rights and remedies of the Debtor are expressly reserved in their regard. The *Disclosure Statement* and *Plan* contain statements which constitute the Debtor's view of certain facts.

7. Facts Are as of the Petition Date or Disclosure Statement Date:

The statements contained in the *Disclosure Statement* and *Plan* are made as of the *Petition Date* or *Disclosure Statement* date unless another time is specified herein, and neither delivery of the instruments nor any exercise of rights granted in connection with them shall, under any circumstances, create an implication that there has been no change in the information herein since then.

8. Forward-Looking Statements:

Certain information contained in the *Disclosure Statement* is by its nature forward-looking, contains estimates and assumptions which may prove to be inaccurate, and contains projections which may prove to be wrong, or which may be materially different from actual future results. Each Creditor should independently verify and consult counsel and/or an accountant as to the effect the *Confirmation* of the *Plan* will have on their particular claim.

9. Hearings on Objections to Disclosure Statement and Confirmation of the Plan:

The *Order Approving Disclosure Statement* fixes the 15th day of September, 2016 at 10:00 o'clock a.m. Mountain Time, in the Courtroom of the Honorable H. Christopher Mott, United States Bankruptcy Judge, located at United States Bankruptcy Court for the Western District of Texas, El Paso Division, 511 E. San Antonio, Ave., 4th Floor, El Paso, Texas 79901, as the date, time, and place for a hearing on *Confirmation* of the *Plan* and final approval of the *Disclosure Statement*. The *Order Approving Disclosure Statement* also fixes the 22nd day of August, 2016 as the date by which all *Objections* to *Confirmation* of the *Plan* and Final Approval of the *Disclosure Statement* must be filed with the Court and received by the Debtor's Counsel. The Debtor may request *Confirmation* of the *Plan* at the *Confirmation Hearing* either by way consent of the Creditors and Interest Holders pursuant to Section 1129(a) of the Code or by "Cramdown" pursuant to Section 1129(b) of the Code.

SECTION 2 – DISCLAIMERS

1. **Disclaimers, Representations and Accuracy:**

AAG provides the following disclaimers concerning the *Disclosure Statement* and *Plan*:

2. **No Judgment on the Merits of the Disclosure Statement and Plan by the Court:**

The approval of this *Disclosure Statement* by the Court is required by Section 1125 of the Code and does not constitute a judgment by the Court as to the desirability of the *Plan*, or as to the value or suitability of any consideration offered by it.

3. **No Representations:**

No representations concerning AAG or this *Disclosure Statement* and the *Plan* are authorized by AAG other than as set forth herein. Any representations or inducements made by any person to secure your Vote which are other than those contained herein should not be relied upon, and such representations or inducements should be reported to H&J Alamo Auto Glass's Counsel who shall deliver this information to the Court. The information contained herein and the *Exhibits* attached hereto have not been subject to a certified audit. The financial information contained herein has been provided by AAG and/or its Accountant. *Financial Forecasts* are based on various assumptions which are fully described in this *Disclosure Statement*.

4. **Materiality:**

AAG has proposed this *Disclosure Statement* and is prepared to disclose that information which, in its opinion is important and necessary to make an evaluation of the *Plan*. The material contained herein is intended solely for that purpose and solely for the use of Creditors and other parties-in-interest of AAG and, accordingly, may not be relied upon for any purpose other than deciding how to vote on the *Plan*. Further, the materials contained in this *Disclosure Statement* and *Plan* may not be sufficient for the formation of a judgment by any Creditor of the preference of an alternative to the *Plan*. Materials

referring to alternatives to the *Plan* are limited to the opinion of AAG as Debtor-in-Possession.

5. Additional Information:

Some of the materials contained in the *Disclosure Statement* and *Plan* are taken from other instruments or are digests of other documents. While AAG has made every effort to retain the meaning of the other instruments/documents or portions transposed, it urges that any reliance on the contents of these other instruments should depend upon a complete review of the instruments and/or documents.

6. Monthly Operating Reports:

On file with the Bankruptcy Court are AAG's *Monthly Operating Reports* filed to date in this Case for the Debtor.

SECTION 3 – CHAPTER 11

1. The Purpose of Chapter 11: Business Reorganization and Formulation of a Plan:

The purposes of Chapter 11 of the Code are generally described in the following sections of this *Disclosure Statement*.

2. Chapter 11:

Chapter 11 is the principal business reorganization chapter of the Code. The commencement of a Chapter 11 case creates an "Estate" comprised of all the legal and equitable interests of a Debtor. Sections 1101, 1107 and 1108 of the Code provide that a Debtor may remain in possession of its property and continue to operate its business as a "Debtor-in-Possession" ("DIP"). This Chapter 11 Case was commenced with the filing of a *Voluntary Petition* by AAG on December 4, 2015 (the "*Petition Date*"). Since the *Petition Date*, AAG has continued to carry on its business affairs under the supervision of the United States Trustee ("UST"). Upon the filing of the *Voluntary Petition* under the Code and until such time as AAG's case is closed, dismissed, or a discharge is granted or denied, or a *Plan* is confirmed, AAG and its assets remain protected by the automatic stay. The automatic stay allows the Debtor an opportunity to continue its business and to reorganize or achieve rehabilitation by proposing, obtaining confirmation of, and implementing a *Plan* under which the claims of creditors are paid in whole or in part, and the Claims of Interest Holders are treated as required by the Code.

3. Plan of Reorganization:

Formulating a *Plan* is the principal purpose of a Chapter 11 case. The *Plan* is the vehicle for satisfying the holders of Claims against the Debtor. Under the Code, when soliciting acceptance or rejection of a *Plan*, the Debtor must transmit to the holders of claims or interests a *Disclosure Statement* approved by the Court as containing "adequate information".

4. Definition of Impairment:

Under Section 1124 of the Code, a Class of Claims or Interests is “impaired” under a *Plan* unless the *Plan*, with respect to each Claim or Interest:

- a. Leaves unaltered the legal, equitable, and contractual rights of the Holder of such Claim or Interest; or
- b. Notwithstanding any contractual provision or applicable law that entitles the Holder of a Claim or Interest to receive accelerated payment of the Claim or Interest after the occurrence of a default:
- c. Cures any such default that occurred before or after the commencement of the Case under the Code, other than a default of a kind specified in section 365(b)(2) of the Code;
- d. Reinstates the maturity of such Claim or Interest as it existed before the default;
- e. Compensates the holder of such Claim or Interest for damages incurred as a result of reasonable reliance on such contractual provision or applicable law; and
- f. Does not otherwise alter the legal, equitable, or contractual rights to which such Claim or Interest entitles the Holder of such Claim or Interest.

5. Confirmation Hearing:

At the Confirmation Hearing, the Court shall determine whether the requirements of Section 1129 of the Code have been satisfied, in which event the Court shall enter an *Order Confirming the Plan*. To confirm the *Plan*, the Court must find that:

- a. The *Plan* complies with the applicable provisions of the Code.
- b. The Debtor has complied with the applicable provisions of the Code.
- c. The *Plan* has been proposed in good faith and not by any means forbidden by law.
- d. Any payment made or promised by the Debtor or by a person issuing securities or acquiring property under the *Plan*, for services or for costs and expenses in, or in connection with these Case or in connection with the *Plan* and incident to this Case, has been disclosed to the Court, and any such payment made before the *Confirmation* of the *Plan* is reasonable, or if such payment is to be fixed after *Confirmation* of the *Plan*, such payment is subject to the approval of the Court as reasonable.
- e. The Debtor has disclosed the identity and affiliations of any individual proposed to serve, after *Confirmation* of the *Plan*, as a director, officer, or voting agent of the Debtor, an affiliate of the Debtor participating in a Plan with the Debtor, or a successor to the Debtor under the *Plan*, and the appointment to, or continuance in, such office of such individual, is consistent with the interests of creditors and with public policy, and the Debtor has disclosed the identity of any insider that will be employed or retained by the *Reorganized Debtor*, and the nature of any compensation for such insider.

- f. Any governmental regulatory commission with jurisdiction, after *Confirmation* of the *Plan*, over the rates of the Debtor has approved any rate change provided for in this, or such rate change is expressly conditioned on such approval.
- g. With respect to each Impaired Class of Claims or Interests, either each Holder of a Claim or Interest of such Class has accepted the *Plan*, or will receive or retain under the *Plan* on account of such Claim or Interest property of a value, as of the *Effective Date* of the *Plan*, that is not less than the amount that such holder would so receive or retain if the Debtor is liquidated on such date under Chapter 7 of the Code.
- h. Each Class of Claims or Interests has either accepted the *Plan* or is not impaired under the *Plan*.
- i. Except to the extent that the Holder of a particular Claim has agreed to a different treatment of such Claim, the Debtor must demonstrate at the *Confirmation* hearing that the *Plan* provides that *Administrative Expenses* and *Priority Claims* (other than tax claims) will be paid in full on the *Effective Date*, unless otherwise agreed to, and that *Priority Tax Claims* will receive on account of such claims deferred cash payments, over a period not exceeding five years after the date of the *Order for Relief*, unless otherwise agreed to, of a value, as of the *Effective Date*, equal to the allowed amount of such Claim.
- j. At least one Class of Claims that is Impaired under the *Plan* has accepted the *Plan*, determined without including any acceptance of the *Plan* by any Insider holding a Claim of such Class.
- k. Confirmation of the *Plan* is not likely to be followed by the liquidation, or the 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*.
- l. All fees payable under 28 U.S.C. §1930, as determined by the Court at the Hearing on *Confirmation* of the *Plan* provides for the payment of all such fees on the *Effective Date* of the *Plan*.
- m. The *Plan* provides for the continuation after its *Effective Date* of payment of all retiree benefits, as that term is defined in Section 1114 of this Title, at the level established pursuant to subsection (e)(1)(B) or (g) of §1114 of the Code, at any time prior to Confirmation of the *Plan* for the duration of the period the Debtor has obligated themselves to provide such benefits.

The *Disclosure Statement* and *Plan* meet statutory requirements as further discussed in Section 8 below.

6. Who May Object to Confirmation of the Plan:

Any Creditor or party in interest may object to the *Confirmation* of the *Plan*, but as explained below, not everyone is entitled to vote to accept or reject the *Plan*.

7. **Who May Vote to Accept/Reject the Plan:**

A Creditor or Interest Holder has a right to vote for or against the *Plan* if that Creditor or Interest holder has a Claim which is both (1) allowed or allowed for voting purposes and (2) classified in an impaired Class.

8. **What is an Allowed Claim/Interest:**

A Creditor must first have an Allowed Claim or Interest to have the right to vote. Generally, any *Proof of Claim* or *Interest* will be allowed, unless a party in interest files an objection to the Claim or Interest with the Bankruptcy Court. When an objection to a Claim is filed, the Creditor or Interest Holder holding the Claim cannot vote unless the Court, after notice and hearing, either overrules the objection or allows the Claim or Interest for voting purposes.

9. **Bar Date:**

A Creditor or Interest Holder may have an *Allowed Claim* or *Interest* even if a *Proof of Claim* or *Interest* was not timely filed. A Claim is deemed allowed if (1) it is scheduled on the *Schedules of Assets and Liabilities* and such Claim is not scheduled as "*disputed*", "*contingent*", or "*unliquidated*"; and (2) no party-in-interest has objected to the claim. An *Interest* is deemed allowed if it is scheduled and no party-in-interest has objected to the *Interest*. In this case, the *Bar Date* was April 12, 2016.

10. **What is an Impaired Claim/Interest:**

As noted above, the Holder of an Allowed Claim or Interest only has the right to vote if it is in a Class that is impaired under the *Plan*. A Class is impaired if the *Plan* alters the legal, equitable, or contractual rights of the members of that Class. For example, where a Creditor receives payment terms or interest rates different than those in the original prepetition agreement, that Creditor is "impaired". Which Classes of Claims or Interest are Impaired is set forth in Section 8 of the *Disclosure Statement*.

11. **Who is Not Entitled to Vote:**

The following four types of Claims are not entitled to vote: (1) Claims that have been disallowed; (2) Claims in Unimpaired Classes; (3) Claims entitled to priority pursuant to Code Sections 507(a)(1), (a)(2), and (a)(8); and (4) Claims in Classes that do not receive or retain any value under the *Plan*. Claims in unimpaired Classes are not entitled to Vote because such Classes are deemed to have accepted the *Plan*. Claims entitled to Priority pursuant to Code sections 507(a)(1), (a)(2), and (a)(8) are not entitled to vote because such Claims are not placed in Classes and they are required to receive specific treatment specified by the Code. Claims in the foregoing categories have been classified for convenience purposes only. Claims in Classes that do not receive or retain any value under the *Plan* do not vote because such Classes are deemed to have rejected the *Plan*. **EVEN IF YOUR CLAIM IS OF THE TYPE DESCRIBED ABOVE, YOU MAY STILL HAVE A RIGHT TO OBJECT TO THE CONFIRMATION OF THE PLAN.**

12. 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 is entitled to accept or reject a *Plan* in both capacities by casting one *Ballot* for the Unsecured Claim and by casting one *Ballot* for the Secured Claim.

13. Votes Necessary to Confirm the Plan:

In this case the Court cannot confirm the *Plan* unless (1) all impaired classes have voted to accept the *Plan*, or (2) at least one Impaired Class has accepted the *Plan* without counting the votes of any Insiders within that Class, (3) each case can be confirmed in its own, and (4) the *Plan* is eligible to be confirmed by “Cramdown” on non-accepting Classes, as discussed in **section p)** below.

14. Votes Necessary for a Class to Accept the Plan:

A Class of Claims is considered to have accepted the *Plan* when more than one-half (1/2) in number and at least two-thirds (2/3) in dollar amount of the Claims which actually voted, vote in favor of the *Plan*. A Class of Interests is considered to have accepted the *Plan* when at least two-thirds (2/3) in amount of the Interest Holders of such Class which actually voted, voted to accept the *Plan*.

15. Treatment of Non-Accepting Classes:

Even if all Impaired Classes do not accept the proposed *Plan*, the Court may nonetheless confirm the *Plan* if the non-accepting Classes are treated in the manner required by the Code. The process by which non-accepting Classes are forced to be bound by the terms of the *Plan* is commonly referred to as “Cramdown”. The Code allows the *Plan* to be “Crammed Down” on non-accepting Classes of Claims or Interests if it meets all consensual requirements except the voting requirements of Section 1129(a)(8) of the Code and if the *Plan* does not “discriminate unfairly” and is “fair and equitable” toward each Impaired Class that has not voted to accept the *Plan* as referred to in 11 U.S.C. §1129(b) of the Code and applicable case law.

16. Cramdown:

In the event that any Impaired Class of Claims does not accept the *Plan*, the Court may still confirm the *Plan* at the request of the Debtor if, as to each Impaired Class which has not accepted the *Plan*, it "does not discriminate unfairly" and is "fair and equitable." A plan does not discriminate unfairly within the meaning of the Code if no Class receives more than it is legally entitled to receive for its Claims or Interests. "Fair and equitable" has different meanings for Secured Claims, Unsecured Claims, and Interests.

17. With Respect to a Secured Claim, "Fair and Equitable" Means Either:

(I) the Impaired Secured Creditor retains its lien to the extent of its Allowed Claim and receives deferred cash payments at least equal to the allowed amount of its Claim with a present value as of the *Effective Date* at least equal to the value of such Creditors' interest in the property securing its lien; or (ii) property subject to the lien of the impaired

Secured Creditor is sold free and clear of that lien, with the lien attaching to the proceeds of the sale, and such lien proceeds must be treated in accordance with clauses (III) or (IV) hereof; or (iii) the Impaired Secured Creditor realizes the "indubitable equivalent" of its claim under the *Plan*.

18. With respect to an Unsecured Claim "Fair and Equitable" Means Either:

(I) each Impaired Unsecured Creditor receives or retains property of a value equal to the amount of its Allowed Claim; or (ii) the Holders of Claims that are junior to the Claims of the dissenting Class will not receive any property under the *Plan*. In the event one or more Classes of Impaired Claims rejects the *Plan*, the Bankruptcy Court will determine at the Confirmation Hearing whether the *Plan* is fair and equitable and does not discriminate unfairly against any rejecting Impaired Class of Claims. In the event one or more Classes of Impaired Claims reject the *Plan*, the Debtor request that the Court confirm the *Plan* through a Cramdown of dissenting Impaired Classes at the *Confirmation Hearing* without additional notice to Creditors.

19. Effect of Confirmation:

The confirmed *Plan* binds AAG, except as otherwise provided in the *Plan* or the *Order Confirming Plan*. The *Plan's* confirmation further vests all property of the Estate in the Debtor except as provided by Sections 1141(d)(2) and (d)(3), and except as otherwise provided in the *Plan* or in the *Order Confirming Plan*. Except as otherwise provided in the *Plan*, after confirmation, the property dealt with by the *Plan* is free and clear of all claims and interest of creditors, equity security holders.

SECTION 4 - FINANCIAL PICTURE OF THE DEBTOR

1. History And Events Leading To The Filing Of These Chapter 11 Cases:

The following Sections contain a history of AAG and the events leading to the filing of the Chapter 11 Case:

a. Professional Background: AAG is a Texas corporation which has operated in the El Paso region since 1997. AAG is a glass repair business that is certified and approved by major insurance companies. The scope of the services provided range from -

- glass board up service to plate and repair, floats to plates.
- Custom Shower Enclosures.
- Custom Mirror Work.
- Sky Light Installations.
- Window Tinting.
- Storefronts.

- Full Window Replacement.
- windshield repair.
- vehicle window crack and chip repair and replacement.
- auto glass crack and chip repair.
- auto window tinting.

AAG provides services 7 day a week, 24-hour emergency service working with various auto body repair shops or car dealerships in the El Paso Area. In addition to fixing the damaged glass, AAG also prepares all insurance paperwork for its customers.

- b. Events leading to Bankruptcy Proceeding:** Unexpected events led to the Chapter 11 filing. The primary reason being collection pressure from the Texas Comptroller of Public Accounts (the “Comptroller”) arising from amounts owed for unpaid sales taxes assessed after a sales tax audit in the amount of approximately \$79,000.00. Current management was unaware of the sales tax liability arising from the audit because it was incurred while the financial part of the Debtor’s operations was directed by another and former Manager. When Mr. John Munoz, the Debtor’s current principal took control of the business, he was surprised with the audit, and the resulting assessment. To avoid bankruptcy, AAG made a large payment to the Comptroller but it demanded a check in the amount of \$60,000.00. Attempts at an installment arrangement with the Comptroller failed as it kept demanding large payments completely outside AAG’s ability to pay and the Comptroller threatened to seize AAG’s credit card machines and froze its bank accounts. Left with no other choice, AAG decided that seeking relief under Chapter 11 of the Bankruptcy Code was the only option for staying in business and paying its creditors.

SECTION 5 - BASIS OF THE PLAN

1. Basis Of the Plan:

The *Plan* is based on the future income generated by AAG. Its income is the sole source of revenue for payment of allowed claims under the *Plan*. The *Plan* seeks to pay 100% of AAG’s unsecured creditors holding allowed Claims.

AAG believes that the total amount projected to be paid to the *General Unsecured Creditor Class* will satisfy the best interest of creditors test as required by the Code. All other Classes of Claims will be paid as required by the Code, prepetition loan and security documents, or as further described in this *Disclosure Statement* and the *Plan*.

Moreover, during the pendency of the Chapter 11 Case, AAG’s principals, Mr. John Munoz and his wife Irma Munoz have paid from their personal funds certain priority claims reducing the balances to be paid by AAG, as well as certain unsecured claims in

full, eliminating these claims from payment under the *Plan*, and thereby enhancing its viability. See **Section 8**, below.

2. Future Income and Expenses Under the Plan:

Exhibit "C" *Monthly Projections.*

Exhibit "D" *Projections for Five (5) Years.*

The Debtor is aware that the expenses reflected on the projections attached to this *Plan* and *Disclosure Statement* are lower than those reflected on the Monthly Operating Reports filed of record on this matter. During the course of this Chapter 11 proceeding, the Debtor, while maintaining its auto glass services, expanded its operations in commercial and residential glass work and increased its workforce in that area by an additional 2 employees thus increasing its overhead, namely the total amount of salary and payroll taxes paid by the Debtor on a given month. Like in any industry, the employees' profitability curve takes time to develop as productivity is heavily reliant on the sustained, targeted efforts of employees and these efforts do not come to fruition until training is complete. Employees become more productive as they progress through learning their job and increase their comfort level with their responsibilities. Based on the hiring dates of these employees, the Debtor expects the efficiency, income and overall margin of profit to increase in the future.

Furthermore, with the expansion of the commercial and residential glass work areas while taking into account the rapid residential growth and development of El Paso County, the reorganizing Debtor expects the overhead expenses to decrease as there is a greater market for residential and commercial glass and the costs for residential and commercial glass is lower than that of auto glass. The expected future decrease of expenses, while still only a forecast, is reflected on the attached set of projections. Lastly, after accounting for the adequate protection made by the Debtor during the pendency of this Chapter 11 proceeding, the proposed plan payments to the Internal Revenue Service and Texas Workforce Commission are lower than the monthly payments reflected on the monthly operating report, thus providing for a greater amount of net profit on a given month.

3. Future Management of the Debtor and Compensation to Executive and Managerial Employees:

John Munoz will continue to manage AAG and will receive a monthly salary of approximately \$6,000.00 per month.

It is expected that monthly net income from AAG will be sufficient to fund the expected monthly outlays. **Exhibits C & D** reflect projected cash flow for the next five (5) years.

a. Operations in Chapter 11:

Since the filing of the Chapter 11 Case, John Munoz has been managing and overseeing the daily operations of AAG.

b). **Accounting Method Used and Source of Financial Information:**

The *Summary of AAG's Monthly Operating Reports* on file with the Court has been prepared on a cash basis. AAG has utilized generally accepted accounting principles, consistently applied, in presenting financial historical data, other than the *Summary of Monthly Operating Reports*. Financial forecasts are based upon current data from results of operations since the *Petition Date*. Forecasts were prepared by AAG.

SECTION 6 – ANALYSIS AND VALUATION OF PROPERTY

1. **Analysis and Valuation of Property:**

The following Subsections of the *Disclosure Statement* set forth AAG's Real and Personal Property, the estimated value of the Properties, the Liens against the Properties, and equity, if any. This Section also contains an analysis of what would be realized by Creditors if the case was converted to Chapter 7 and the assets were liquidated by a Chapter 7 Trustee.

2. **Liquidation Analysis and Valuation of AAG's Property:**

To arrive at a judgment on whether to vote for or against the *Plan* proposed by AAG, a Creditor or other party in interest needs to have an understanding of the consequences of what would be realized by the Estate if –

- AAG's Property was sold pursuant to another *Plan*,
- AAG's Property was sold pursuant to a motion to sell and the net proceed were available for distribution, or
- the case converted to one under Chapter 7 of the Code.

Additionally, for the Court to confirm the *Plan*, it must find, pursuant to Section 1129(a)(7)(A)(i)(ii) of the Code, with respect to each impaired class of Claims or Interests, that each holder of a Claim or Interest of such class (i) has accepted the *Plan* or (ii) will receive or retain under the *Plan* on account of such Claim or Interest, property of a value, as of the *Effective Date* of the *Plan*, that is not less than the amount that such holder would receive under Chapter 7 on such date, which is known as the "Best Interest Of Creditors Test."

The Code further requires that if Section 1111(b)(2) applies to Claims of a Class, each holder of a Claim of such class will receive or retain under the *Plan*, on account of such Claim, property of a value, as of the *Effective Date* of the *Plan*, that is not less than the value of such holder's Interest in the estate's Interest in the property that secured such Claims, pursuant to Section 1129(a)(7)(B).

The following section addresses the foregoing requirements for the Debtor.

3. Valuation of the Assets of the Debtor:

AAG has placed a value on its assets. The following *Table* sets forth the method of valuation used by AAG in determining the value of its assets and the values arrived at:

SUMMARY OF VALUATION OF THE DEBTOR'S ASSETS		
TYPE	METHOD	VALUE
Personal Property AAG's personal property as of the <i>Petition Date</i> was comprised of the following: Cash, \$3,009.78; Accounts Receivables: \$43,958.24; Inventory: \$20,000.00; Office Furniture & Fixtures \$17,057.00, Machinery/Equipment: \$10,000.00.	Fair Market Value	\$94,025.02
TOTAL		\$94,025.02

4. Secured Claims Against the Property of AAG:

The following *Table* sets forth the secured claims of AAG:

CLAIMS AGAINST THE DEBTOR AND NET VALUE OF THE ESTATE	
Claimant	Claim
Internal Revenue Service	\$108,728.53
Texas Workforce Commission	\$6,174.06
CAN Capital Merchant Services, Inc.	\$77,810.03
JP Morgan Chase	\$29,614.25
Texas Comptroller of Public Accounts	\$54,885.03
Value of Property	\$94,025.02
Net Value After Deducting Secured Claims	<u>\$0.00</u>
Chapter 7 Trustee Commissions in event of liquidation	\$9,402.50
Professional Fees	\$30,000.00
Net Value after Disposition of Property	<u>\$0.00</u>

5. Sale of Assets of Debtor or Conversion to Chapter 7:

Assuming the property of AAG could be sold in the ordinary course of business at fair market value, after deducting the costs as set forth above, and after paying a portion of

the secured claims, even without considering any of the priority claims, there would be no funds (\$0.00) available for distribution to unsecured creditors which hold claims totaling approximately \$62,907.80 in this case. Under a Chapter 7 scenario, assets are typically sold at liquidation value which generates substantially less than an asset's actual fair market value, approximately 50% to 60% of the asset's fair market value. In this instance, the property holds a fair market value of \$94,025.02, which if sold at liquidation, would generate no more than \$56,415.02. Thus, considering the combined amount of secured claims, there would be absolutely no funds available for distribution to unsecured nor priority creditors after deducting secured claims, and no value to would remain for the equity security holder.

SECTION 7 – UNCLASSIFIED CLAIMS

Certain types of claims are automatically entitled to specific treatment under the 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 Code. As such, AAG has not placed the following Claims in any class:

1. Administrative Expenses

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

The following *Table* lists the Debtor's estimated administrative expenses and their proposed treatment under the *Plan*:

Type	Estimated Amount Owed	Proposed Treatment
Miranda & Maldonado, P.C. Attorney's Fees Bankruptcy Counsel	\$30,000.00	To be paid in equal monthly installments of \$2,000.00 beginning the first day of the first full month following the <i>Effective Date</i> after approval by the Bankruptcy Court.

2. Priority Tax Claims

Priority tax claims are unsecured income, employment, and other taxes described by § 507(a)(8) of the 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 five (5) years from the *Petition Date*. The Tax Claims shall be treated as follows:

Description (name and type of tax)	Estimated Amount Owed	Treatment
Internal Revenue Service	\$11,978.88	<p>Will be paid in 48 equal monthly installments of \$249.56 with interest at the rate of 3% beginning the first day of the first full month following the <i>Effective Date</i> and a like payment thereafter until paid in full.</p> <p>The Debtor must remain current on all post-petition tax debt owed to the IRS. There will be no automatic stay with regard to federal post-petition tax debt, and IRS shall be free to collect the same after such notice as is required under Title 26, United States Code.</p> <p>In the event of the Debtor’s default, the IRS is not subject to the provisions of the Bankruptcy Code so that the IRS can take whatever actions are necessary to collect said debt in the event of default; the federal tax liens survive the plan confirmation, a bankruptcy discharge, and dismissal of the case. The Liens continue to be enforceable against all of the Debtor’s property under federal law.</p> <p>A failure by the Debtor to make a payment to the Internal Revenue Service pursuant to the terms of the Plan shall be an event of default, and as to the Internal Revenue Service, there is an event of default if payment is not received by the 15th day of each month. If there is a default, the Internal Revenue Service must send written demand for payment, and said payment must be received by the Internal Revenue Service within 15 days of the date of the demand letter. The Debtor can receive up to three notices of default from the Internal Revenue Service; however, on the third notice of default from the Internal Revenue Service the third notice cannot be cured, and the Internal Revenue Service may accelerate its allowed claim(s), past and future, and declare the outstanding amount of such claim(s) to be immediately due and owing and pursue any and all available state and federal rights and remedies. These default provisions pertain to the entire claim(s) of the Internal Revenue Service, secured, unsecured priority and unsecured general.</p>

		The IRS is bound by the provisions of the confirmed plan and is barred under 11 USC 1141 from taking any collection actions against the debtor for prepetition claims during the duration of the Plan (provided there is no default as to the IRS). The period of limitations on collection remains suspended under 26 USC 6503 (h) for the tax periods being paid under the Plan and terminates on the earlier of (1) all required payments to the IRS have been made; or (2) 30 days after the date of the demand letter (described above) for which the debtor failed to cure the default.
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3. Chapter 11 Quarterly Fees:

The Debtor will continue to timely pay a quarterly fee to the United States Trustee as required under 28 U.S.C. §1930(a)(6). The fee will be payable on the last day of the calendar month following the calendar quarter for which the fee is owed. Prior to entry of a final decree, the Debtor will pay any remaining quarterly fees owed for the case.

SECTION 8 – CLASSIFICATION OF CLAIMS AND INTERESTS OF CREDITORS

There are three types of classified claims under the Plan: Secured Claims; General Unsecured Claims; and Equity Interest Holders. These Claims have been classified in Four (4) Classes. The following lists the proposed treatment that each of the Four (4) Classes will receive under the *Plan*:

1. Secured Claims

Allowed Secured Claims are claims secured by property of the bankruptcy estate to the extent allowed as secured claims under §506 of the Code. If the value of the collateral securing the creditor’s claim is less than the amount of the creditor’s allowed claim, the difference/deficiency will be classified as a General Unsecured Claim. Secured claims currently total **\$209,232.53**.

The following *Table* identifies the *Plan’s* proposed treatment of **Classes 1, 2, 3, and 4**, consisting of the secured claims against the Debtor:

Class	Impairment	Proof of Claim Number	Treatments
Class 1 - Secured Claim of the Internal Revenue Service.	<i>Impaired</i>	2	<p>The Secured Claim of the IRS in the amount of \$97,006.27¹ will be amortized over 60 months with 3.0% interest for an monthly amount of \$1,743.08, beginning the fifteenth (15th) day of the first full month following the <i>Effective Date</i> with a like payment on the first day of each succeeding month.</p> <p>In the event of the Debtor’s default, the IRS is not subject to the provisions of the Bankruptcy Code so that the IRS can take whatever actions are necessary to collect said debt in the event of default; the federal tax liens survive the plan confirmation, a bankruptcy discharge, and dismissal of the case. The Liens continue to be enforceable against all of the Debtor’s property under federal law.</p> <p>The debt owed by the Debtors to the Internal Revenue Service (IRS) is a Non-Dischargeable debt, except as otherwise provided for in the Code, and that if the Debtors default, the IRS is not subject to the provisions of the Bankruptcy Code so that the IRS can take whatever actions are necessary to collect said debt in the event of default; the federal tax liens survive the plan confirmation, a bankruptcy discharge, and dismissal of the case. The Liens continue to be enforceable against all of the debtor's property under federal law.</p> <p>A failure by the Debtors to make a payment to the Internal Revenue Service pursuant to the terms of the Plan and/or failure to remain current on filing and paying post-confirmation taxes, shall be an</p>

¹ The IRS held a secured claim as of the *Petition Date* in the amount of \$108,728.53. Since the *Petition Date*, the Debtor has made adequate protection payments during the pendency of this proceeding in the amount of \$11,722.26, thus the balance as of the filing of this *Amended Disclosure Statement* and *Plan of Reorganization* is \$97,006.27. The Debtor reserves the right to object to the proof of claim if necessary.

			<p>event of default, and as to the Internal Revenue Service, there is an event of default if payment is not received by the 15th day of each month. If there is a default, the Internal Revenue Service must send written demand for payment, and said payment must be received by the Internal Revenue Service within 15 days of the date of the demand letter. The Debtor can receive up to three (3) notices of default from the Internal Revenue Service; however, on the third notice of default from the Internal Revenue Service the third notice cannot be cured, and the Internal Revenue Service may accelerate its allowed claim(s), past and future, and declare the outstanding amount of such claim(s) to be immediately due and owing and pursue any and all available state and federal rights and remedies. These default provisions pertain to the entire claim(s) of the Internal Revenue Service, secured, unsecured priority and unsecured general.</p> <p>The IRS is bound by the provisions of the confirmed plan and is barred under 11 USC 1141 from taking any collection actions against the debtors for prepetition claims during the duration of the Plan (provided there is no default as to the IRS). The period of limitations on collection remains suspended under 26 U.S.C. 6503 (h) for the tax periods being paid under the Plan and terminates on the earlier of (1) all required payments to the IRS have been made; or (2) 30 days after the date of the demand letter (described above) for which the debtor failed to cure the default.</p>
Class 2 – Secured Claim of the Texas Comptroller of Public Accounts	<i>Impaired</i>	6	Texas Comptroller of Public Account’s (the “Comptroller”) prepetition allowed claim in the approximate amount of \$53,377.59 ² will be paid in full through

² The TWC held a secured claim as of the Petition Date in the amount of \$83,055.94. Since the Petition Date, the Debtor and the equity holders have made adequate protection payments during the pendency of this proceeding in the approximate amount of \$29,678.35, thus the balance as of the filing of this Amended Disclosure Statement and

		<p>sixty (60) equal monthly installments in the amount of NINE HUNDRED TWENTY EIGHT ELEVEN AND 11/100 DOLLARS (\$1,013.43), with the first payment being made on fifteenth (15th) day of the first full month following the <i>Confirmation Date</i>, with fifty-nine (59) payments of equal amount to be made on each consecutive month thereafter until the tax debt is paid in full. The <i>Plan's</i> interest at the rate of 5.25% <i>per annum</i> shall accrue on the entire balance until the tax debt is paid in full. AAG, as the Reorganized Debtor may prepay the prepetition tax debt at any time.</p> <p>Should the Debtor fail to make any payments as required in the <i>Plan</i>, the Comptroller shall provide written notice of that default and send written notice by certified mail to Debtor and Debtor's counsel advising of that default, and providing the Debtor with a period often (10) days to cure the default. In the event that the default is not cured within ten (10) days, the Comptroller may, without further order of this Court, pursue all of its rights and remedies available to it under the Texas Tax Code to collect the full amount of all taxes, penalties and interest owed. Additionally, the failure to timely pay postpetition and/or post-confirmation taxes while the Reorganized Debtor is still paying any prepetition debt, shall be considered an event of default. The Comptroller shall provide AAG's Counsel with written notice of that default and a ten (10) day opportunity to cure said default. In the event that AAG fails to timely cure the post-petition and/or post-confirmation default, the Comptroller may proceed without further order of this court to collect the taxes, penalties and interest</p>
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Plan of Reorganization is approximately \$53,377.59The parties are working together to obtain an complete accounting of all adequate protection payments made. The Debtor reserves the right to object to the proof of claim if necessary.

			<p>owed to that jurisdiction. The Reorganized Debtor shall be entitled to no more than three (3) <i>Notices of Default</i>. In the event of a fourth (4th) default, the Comptroller may pursue all rights and remedies available to it under the Texas Tax Code in state district court without order of the Bankruptcy Court. These default provisions pertain to the entire claim(s) of the Comptroller, secured, unsecured priority and unsecured general. The default provisions also pertain to any post-confirmation liability.</p> <p>The Comptroller is bound by the provisions of the <i>Confirmed Plan</i> and is barred under 11 U.S.C. §1141 from taking any collection actions against AAG or its principals for prepetition claims during the duration of the <i>Plan</i> (provided there is no default as to the Comptroller). The period of limitations on collection remains suspended under 26 U.S.C. §6503(h) for the tax periods being paid under the <i>Plan</i> and terminates on the earlier of (1) all required payments to the Comptroller have been made; or (2) 30 days after the date of the demand for payment letter (as described above) for which AAG has failed to cure such default.</p>
<p>Class 3 – Secured Claim of the Texas Workforce Commission</p>	<p><i>Impaired</i></p>	<p>1 & 8</p>	<p>The Texas Workforce Commission’s (“TWC”) prepetition allowed claim in the approximate amount of \$8,663.37³ will be paid in full in sixty (60) equal monthly installments in the amount of ONE HUNDRED FOURTEEN AND 40/100 DOLLARS (\$160.53), with the first payment being made on fifteenth (15th) day of the first full month following the <i>Confirmation Date</i>, with fifty-nine (59) payments of equal amount to be made on each consecutive month thereafter until the</p>

³ This amount does not reflect any credits for adequate protection payments made during the pendency of this proceeding. The Debtor has requested a final accounting on this account and reserves the right to object to the proof of claim in necessary.

		<p>tax debt is paid in full. The <i>Plan's</i> interest at the rate of 4.25% <i>per annum</i> shall accrue on the entire balance until the tax debt is paid in full. The Debtor, as the Reorganized Debtor may prepay the prepetition tax debt at any time.</p> <p>The Debtor will remain current with all postpetition unemployment taxes as they become due. The Debtor will continue to file any and all future reports with the TWC as they become due in the ordinary course of business.</p> <p>Should the Reorganized Debtor fail to make any payments as required in the <i>Plan</i>, the TWC shall provide written notice of that default and send written notice by certified mail to Debtor and Debtor's counsel advising of that default, and providing the Reorganized Debtor with a period often (10) days to cure the default. In the event that the default is not cured within ten (10) days, the TWC may, without further order of this Court, pursue all of its rights and remedies available to it under the Texas Tax Code to collect the full amount of all taxes, penalties and interest owed. Additionally, the failure to timely pay postpetition and/or post-confirmation unemployment taxes while the Reorganized Debtor is still paying any prepetition debt, shall be considered an event of default.</p> <p>The TWC shall provide the Debtor's Counsel with written notice of that default and a ten (10) day opportunity to cure said default. In the event that the Debtor fails to timely cure the post-petition and/or post-confirmation default, the TWC may proceed without further order of this court to collect the taxes, penalties and interest owed to that jurisdiction. The Reorganized Debtor shall be entitled to no more than three (3) <i>Notices of Default</i>. In the event of</p>
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		<p>a fourth (4th) default, the TWC may pursue all rights and remedies available to it under the Texas Tax Code in state district court without order of the Bankruptcy Court. These default provisions pertain to the entire claim(s) of the TWC, secured, unsecured priority and unsecured general. The default provisions also pertain to any post-confirmation liability.</p> <p>The TWC is bound by the provisions of the <i>Confirmed Plan</i> and is barred under 11 U.S.C. §1141 from taking any collection actions against the Debtor for prepetition claims during the duration of the <i>Plan</i> (provided there is no default as to the TWC). The period of limitations on collection remains suspended under 26 U.S.C. §6503(h) for the tax periods being paid under the <i>Plan</i> and terminates on the earlier of (1) all required payments to the TWC have been made; or (2) 30 days after the date of the demand for payment letter (as described above) for which The Debtor has failed to cure such default.</p> <p>Any priority claims owed by the Debtor to the TWC will be paid in full on the effective date.</p>
<p>Class 4 – Secured Claim of JP Morgan Chase</p>	<p><i>Impaired</i></p>	<p>The Secured Claim of JP Morgan Chase in the amount of \$29,614.25 will be amortized over 60 months with 4.25% interest for an monthly amount of \$548.74, beginning the fifteenth (15th) day of the first full month following the <i>Effective Date</i> with a like payment on the first day of each succeeding month thereafter until paid in full.</p> <p>Chase is a secured creditor of the Debtor by being the holder of a <i>Lien</i> dated October 15, 2014, and most recently renewed on April 24, 2015 and filed with the Texas Secretary of State’s Office creating certain lien interest (the “<i>Chase Lien</i>”). The <i>Chase Lien</i> encompasses the</p>

			Debtor's Inventory, Equipment and Accounts Receivable
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3. General Unsecured Claims – Class 5:

AAG's *General Unsecured Claims* are classified as Class 5 and are not secured by property of the Estate or are not entitled to priority under §507(a) of the Code. The following *Table* identifies the *Plan's* proposed treatment of the *General Unsecured Claims* against the Debtor:

CLASS 5 – GENERAL UNSECURED CLAIMS OF THE DEBTOR		
CLAIMANT	AMOUNT	TO BE OBJECTED
Internal Revenue Service – POC 2	\$2,287.50	NO
CAN Capital Merchant Services, Inc. - POC 4	\$77,810.03	NO ⁴
Ernesto Pineda – POC 5	\$51,471.11	NO
Synchrony Bank – POC 7	\$2,252.27	NO
Citibusiness Card. – Scheduled	\$5,980.78	NO
Curved Glass Distributions – Scheduled	\$1.00	NO
Office Depot Business Card– Scheduled	\$2,724.68	NO
Sam's Club – Scheduled	\$2,031.23	NO
Farmer's National Deductible Group - Scheduled	\$1,000.00	NO
Samson Partners	\$15,000.00	NO
TOTAL	\$160,558.60	

Class 5 – General Unsecured Creditors. AAG will pay 100% percent of the unsecured creditors in Class 5 claims over six (6) years without interest. Payments will be made in the combined amount of \$2,229.98 per month beginning on the 15th day of the first full month following the *Effective Date* with like payments to be on the 15th day of each succeeding month thereafter for a total of seventy-two (72) months. All payments will be shared *pro-rata* amongst the Class 5 creditors. This Class is Impaired.

6. Equity Interest Holders Class 6:

⁴ Although AAG does not intend to file an Objection to CAN Capital's POC, it intends to file a *Motion to Value Collateral* and based on the expected value of AAG's assets, AAG expects CAN Capital's claim to be deemed unsecured.

A. Equity Interest Holders: Class 6 consists of the Equity Holder in this case. The sole Equity Holder consists of AAG’s *President* and *General Manager* Mr. John Munoz. Mr. Munoz’s wife, Irma Munoz, does not own any stock in AAG directly though she serves as its Vice-President and is directly involved in its day-to-day operations. By virtue of Texas being a Community Property state in which they reside, she does claim a community property interest in Mr. Munoz’ estate. Mr. Munoz shall retain his equity interest in the Debtor. The Equity Holder also holds a \$40,000.00 unsecured claims against the Estate which will be subordinated in this proceeding.

B. New Value by Equity Interest Holders: To the extent necessary, in satisfaction of the Absolute Priority Rule as set forth in 11 U.S.C. Section 1129(b)(2)(B) and (C), the Equity Interest Holders have provided new value to the Bankruptcy Estate by virtue of having personally paid a total of \$50,000.00 for a direct benefit to the Estate. Payments made by the Equity Interest Holders since the *Petition Date* have been as follows:

Date	Amount	Paid To	Source	Benefit to Estate
02/24/2016	\$1,400.00	Texas Comptroller of Public Accounts (Secured Creditor – Class 2)	John Munoz	Reduction of Comptroller’s Secured Claim - POC No. 1. This payment was in addition to the Debtor’s Adequate Protection Payment.
03/08/2016	\$10,000.00	Texas Comptroller of Public Accounts (Secured Creditor – Class 2)	Irma Munoz	Reduction of Comptroller’s Secured Claim POC No. 1. This payment was in addition to the Debtor’s Adequate Protection Payment.
03/08/2016	\$20,215.00	AT&T General Unsecured Creditor (Class 5 – POC No. 3).	John Munoz Irma Munoz	Elimination of POC No. 3.
03/08/2016	\$1,500.00	National Glass General Unsecured Creditor (Class 5)	John Munoz Irma Munoz	Purchase of Glass Inventory with Personal Funds.
03/09/2016	\$7,600.00	Nano’s Truck & Tools General Unsecured	John Munoz Irma Munoz	Purchase of Company Truck with Personal

		Creditor (Class 5).		Funds.
03/09/2016	\$3,000.00	AGTL General Unsecured Creditor (Class 5).	John Munoz Irma Munoz	Purchase of Glass Inventory with Personal Funds.
	\$6,285.00		John Munoz Irma Munoz	Contribution of Personal Funds for Working Capital
Total:	\$50,000.00			

SECTION 9 – REQUIREMENT FOR CONFIRMATION OF PLAN

1. Confirmation Requirements and Procedures:

PERSONS OR ENTITIES CONCERNED WITH CONFIRMATION OF THE PLAN SHOULD CONSULT WITH THEIR OWN ATTORNEYS BECAUSE THE LAW ON CONFIRMING A PLAN OF IS COMPLEX. The following discussion is intended solely for the purpose of alerting readers about basic *Confirmation* issues, which they may wish to consider, as well as certain deadlines for filing Claims. The Debtor CANNOT and DOES NOT represent that the discussion contained below is a complete summary of the law on this topic. Many requirements must be met before the Court can confirm a *Plan*. Some of the requirements include that the *Plan* must be proposed in “Good Faith”, whether the *Plan* pays creditors at least as much as Creditors would receive in a Chapter 7 liquidation, and whether the *Plan* is feasible. These requirements are not the only requirements for *Confirmation*.

- a. The Debtor assert that the *Plan* meets the requirements of Section 1129(a)(7) of the Code which is referred to as the “Best Interest of Creditors Test” which provides as follows:

With respect to each Impaired Class of Claim or Interest (I) Each holder of a Claim or an Interest of such Class (a) has accepted the Plan; or, (b) will received or retain under the Plan on account of such Claims or Interest, Property of a value, as of the Effective date of the Plan, that is not less than the amount that such holder would so receive or retain if the Debtor was liquidated under Chapter 7 of the Code on such date; or (ii) if Section 1111(b)(2) of the Code applies to the Claims of such Class, each holder of a Claim of such Class will received or retain under the Plan on account of such Claim, Property of a value, as of Effective Date of the Plan, that is not less than the value of such holder’s interest in the estate’s interest in the Property that secures such Claims.” This *Disclosure Statement* contains: (i) A detailed analysis and valuation of the Properties of the Bankruptcy Estates; (ii) A detailed liquidation analysis of such Properties; and (iii) What would be realized by the holders of Claims and Interests if these

Cases were converted Chapter 7 of the Code and in the Properties liquidated.

- b. If confirmation is sought pursuant to Section 1129(b) of the Code, the Debtor asserts that the *Plan* does not “discriminate unfairly” with respect to each Class of Claims or Interest Impaired and each Class of Interest Impaired, pursuant to the requirements of Section 1129(b)(1) of the Code.
- c. If Confirmation is sought pursuant to Section 1129(b) of the Code, the Debtor asserts that the *Plan* is “Fair and Equitable” with respect to each Class of Claims or Interest Impaired and each Class of Interest Impaired, pursuant to the requirements of Section 1129(b)(1) of the Code.

SECTION 10 - MECHANICS AND IMPLEMENTATION OF THE PLAN

1. Means For Execution of the Plan:

AAG provides the following means for the execution of the *Plan* -

- The *Plan* is based on the future earnings of AAG.

SECTION 11 - FEASIBILITY OF THE PLAN

1. Feasibility - No Further Reorganization Proceedings:

AAG believes that the Estate will generate sufficient future income to fund the obligations under the proposed in the *Plan* and that no further reorganization proceedings will be likely.

SECTION 12 – CLAIMS

1. Claims Allowance Procedure and Conditions to Distribution:

The following terms and conditions are conditions precedent to the right of a Creditor to receive distributions under the *Plan*.

a. Objections to Claims:

All references to Claims and amounts of Claims refer to the amount of the Claim as allowed by the Court, i.e., an Allowed Claim. AAG, or any party in interest who wishes to object to a Claim, must object to such Claim within ninety days after the *Effective Date* to have the Court determine the amount allowed to be paid under the *Plan*. Upon motion filed within such ninety day period, the Court may extend this period for a reasonable time under the circumstances. If no objection is filed within the time so limited to the allowance of any Claim, such Claim shall become an Allowed Claim.

b. No Distribution Until Objection Resolved:

When an objection to a Claim has been resolved, distribution shall be made accordingly under the appropriate Class. If the Court determines that the Debtor is obligated on any such Claim, such Claim shall be paid in accordance with the terms herein as allowed by the Court. Such Creditor shall then be paid pursuant to the terms set forth in the section addressing **Treatment and Distributions to Creditors Under the Plan** of the *Plan*. Such payment or payments shall constitute full satisfaction and discharge of each of such Claims.

c. Other Claims, Including Amendment to Claims:

All Claims not allowed or filed prior to the date provided below, including postpetition Claims for attorney's fees, late charges, penalties, interest and other post-petition charges in relation to an Allowed Claim of any Creditor, not otherwise barred by prior *Order* and not covered by the preceding Sections, shall be barred if an application by the petition creditor is not filed on or before twenty-eight (28) days after conditional approval of the Debtor's *Disclosure Statement*, including Claims, or amendments to Claims and/or Applications for Compensation arising under Sections 330, 503 or 506 of the Code, other than any and all Applications for Compensation to be filed by the Debtor's Counsel.

Any and all applications for allowance of 506(b) claims shall be filed by the petitioning creditors on a fourteen (14) day negative notice as provided in the paragraph above. These claims, once adjudicated by the Court, shall be treated as part of their respective over-secured creditors' allowed claims.

d. Performance of Obligations:

Any entity, including a Creditor, which has not, within the time provided in the *Plan* or any *Final Order* of the Court, performed any material act required in the *Plan* or any *Final Order* of the Court, shall not be entitled to participate in any distribution under the *Plan*.

SECTION 13 – GENERAL TERMS AND CONDITIONS

1. General Terms and Conditions:

The following general terms and conditions apply to the *Plan*:

a. Future Tax Obligations:

AAG will file all future tax returns as they become due in the ordinary course of business, as well as remain current with all future tax obligations.

b. Replacement Liens:

To the extent necessary, the Debtor will provide any secured creditor replacement liens on the assets subject to each respective secured creditor's prepetition liens. These replacement liens will have the same priority as the secured creditor's prepetition liens.

c. Transfers of Property:

AAG shall not sell any property or otherwise pledge such property subject to a secured creditor's liens without first obtaining consent of the secured creditor.

d. Default:

In the event of a default on any of the above conditions, the secured creditor shall notify AAG and its Counsel of the default. AAG shall have ten (10) days from the date of receipt of the notification in which to cure its default. If AAG exceeds the ten (10) day cure period for any default of the above provisions, or exercises such options on more than two (2) occasions, the secured creditor, upon filing of a certificate of default, may proceed with collection efforts without further notice of this Court.

e. Revestment of Title:

On Confirmation AAG shall be vested with its property subject only to the terms of the *Plan* and the Liens of the Secured Creditors described herein. If the case is later converted to a case under Chapter 7 of the Bankruptcy Code, all property of the debtor will revest in the Chapter 7 estate and be subject to administration by a chapter 7 Trustee.

f. Discharge:

Upon confirmation of Plan, the reorganized Debtor shall receive a discharge as provided for under 11 U.S.C §1141 (d)(1).

g. Preservation of Bankruptcy Causes of Action:

Pursuant to Section 1123(b)(3)(B) of the Code, the Debtor shall retain each and every claim, demand or cause of action which the Debtor or the Debtor-in-Possession had or had power to assert immediately prior to *Confirmation* of the *Plan*. Included, without limitation, are actions for the avoidance and recovery, pursuant to Section 550 of the Code, of transfers

avoidable by reason of Sections 544, 545, 547, 549 or 553(b) of the Code. The Debtor may commence or continue in any appropriate Court or tribunal any suit or other proceeding for the enforcement of the same. Any and all Claims which the Debtor or the Estate of the Debtor may have or which may arise under any of the provisions of the Code or which may be enforceable under any of the provisions of the Code or any other law or statute, including Claims of the Estates, shall be preserved and the Court shall retain jurisdiction to dispose of such causes of action, including common or statutory law causes of action unrelated to bankruptcy, pursuant to Section 1123(b)(3)(B) of the Code. All causes of action shall belong to the Debtor as part of the Property of the Debtor. To the extent any cause of action shall be non-transferable to the Debtor, they shall prosecute such causes of action for the benefit of the Estate. Any recovery of such non-transferable causes of action shall be distributed as the Court finds is fair and equitable. **The foregoing provisions of this Section notwithstanding, such provisions do not permit, allow, authorize, or empower The Debtor or any creditor or third-party to modify, either directly or indirectly, the terms of the *Plan* or the treatment accorded to Creditors under the *Plan*.**

h. No Additional Charges:

Except as expressly stated in the *Plan*, or as allowed by Court Order, or underlying loan document, no interest, penalty, late charge or additional charges (such as attorney's fees) shall be allowed on any Claim subsequent to the *Filing Date*.

i. De Minimus Distributions:

Notwithstanding anything to the contrary herein, no distributions of cash shall be made hereunder in an amount less than Ten Dollars (\$10). All cash not distributed pursuant to this provision shall vest in the Debtor, free of any Claim.

j. Closing the Case:

When the Case has been fully administered, that is, when all things requiring action by the Court have been done, pursuant to Section 350 of the Code, and the *Plan* has been "Substantially Consummated" pursuant to Section 1101(2) of the Code, this Case shall be closed. To close the Case, the Debtor will file an *Application* to close the Case showing that it has been fully administered and that the *Plan* has been substantially consummated. The Court shall conduct a hearing upon the *Application*, after notice to all Creditors and other parties in interest, after which a *Final Decree* or *Order Closing Case* may be entered. The Debtor will seek

to close the Case within One Hundred Twenty (120) days from the date of the *Order Confirming Plan*.

k. Non-Waiver:

Nothing in the *Plan* and *Disclosure Statement* shall be deemed to waive, limit or restrict in any way the discharge granted upon Confirmation of the *Plan* in Section 1141 of the Code.

l. Law Governing Construction:

The *Plan* shall be governed by, and construed and enforced, including defaults under the *Plan*, in accordance with, the laws of the State of Texas and where applicable the laws of the United States.

SECTION 14 - DEFAULT BY THE DEBTOR OF ANY UNSECURED CLAIM

1. Default In Payment of Claims of Unsecured Creditors by AAG:

The following terms and conditions shall apply to any default in any payment to any holder of an Allowed Unsecured Claim:

a. Conditions of Default and Remedies:

A failure by AAG to make payment pursuant to the terms of the above Classes shall be an event of default. AAG shall have fifteen (15) days from receipt of notice from a Claimant in which such default has occurred to cure the default. If the default is not cured within the fifteen (15) day period, the Claimant may (a) accelerate the Allowed Claims in such class to be immediately due and owing and/or (b) pursue any and all available state and federal rights and remedies. The Debtor is permitted to cure a default in any Class three (3) times.

b. Defenses:

In any litigation brought by an Unsecured Creditor, the Allowed Claim of the Unsecured Creditor is conclusively presumed to be correct with credit for payments received to date.

SECTION 15 - TERMS AND CONDITIONS APPLICABLE TO SECURED CREDITORS

1. Terms and Conditions Relating to Secured Creditors:

Classes 1 through 4 consist of the Secured Claims of all Secured Creditors, including those Creditors whose collateral has been abandoned to them, or for which an order for relief from the provisions of Sections 362 of the Code has been

granted as finally allowed and ordered paid by the Court, and to the extent that such Claims are not greater than the value of AAG's assets which the Court finds are valid security for such Claims. The following terms and conditions apply to all Creditors holding Liens against Property of the Estate.

2. Preserved Liens:

Except as otherwise provided above, including but not limited to provisions requiring releases of lien necessary to adjust boundary lines and for public dedications, provisions imposing burdens and obligations by Secured Creditors for cross-easements and equitable servitudes, and provisions requiring releases in relation to *ad valorem* tax liens, the Liens of the Secured Creditors are preserved.

3. Release of Liens:

Upon payment in full to the Secured Creditors with preserved liens, or payment of the secured portion of their Claims, or payment of the remaining equity, if any to the secured portion of their Claims even though the secured portion of their claim may remain unsatisfied, such Secured Creditors shall execute the documents necessary to release their Liens securing such property.

4. Determination Of Secured Status:

The value of a Secured Creditor's collateral shall be determined by the value assigned to that collateral by AAG in its *Schedules* unless a different value is referred to elsewhere in the *Plan* and *Disclosure Statement*, in which event the referenced value shall apply. The *Order Confirming Plan* shall operate as an order determining the value of collateral pursuant to Section 506(b) of the Code. The unsecured portion of a Secured Creditor's Claim pursuant to Section 506(b), if any, shall be paid pursuant to Class 5 of the *Plan*. In the event that a Secured Creditor objects to such value the Court shall set a hearing to determine the Secured Status of that Secured Creditor's Claim. The Debtor and/or the Successor to the Debtor reserve the right to commence proceedings to determine a Creditor's secured status pursuant to Section 506(b) of the Code, for a period of one hundred eighty (180) days after the *Effective Date* if the any provision of this section is held unenforceable.

SECTION 16 - EXECUTORY CONTRACTS AND UNEXPIRED LEASES

1. Unexpired Leases and Executory Contracts:

The Debtor is a party to certain unexpired leases and executory contracts as set forth in the schedules and statements on file in this case. Unless otherwise expressed herein, all such leases and executor contracts are hereby assumed. The foregoing basically consists of pending employment contracts and equipment leases held by the Debtor.

Specific Contracts and Unexpired Leases:

A. The Debtor hereby rejects its executory contract with CAN Capital Merchant Services, Inc. for a credit card processing payment machine.

A Proof of Claim arising from the rejection of this executory contract under this Section must be filed no later than sixty (60) days after the date of the *Order Confirming Plan*.

B. The Debtor hereby assumes its commercial lease with Mr. John Munoz for the commercial real estate located at 11555 Pellicano Drive #A, El Paso, Texas 79936. Mr. John Munoz is an Equity Holder of the Debtor as referenced in Section 8, Paragraph 6(A). He is the Debtor's *President* and *General Manager* and will retain his equity interest in the Debtor. Mr. Munoz also holds a \$40,000.00 unsecured claim against the Estate which will be subordinated in this proceeding.

SECTION 17 - SATISFACTION OF CLAIMS AND INTERESTS

1. Satisfaction of Claims and Interests:

Various Classes of Claims and Interests are defined in the *Plan*. The *Plan* is intended to deal with all Claims against the Debtor of whatever character, whether or not contingent or liquidated, and whether or not allowed by the Court pursuant to Section 502(h) of the Code. However, only those Claims allowed pursuant to Section 502(a) of the Code will receive distributions under the *Plan*. All Creditors and other parties in interest who have or assert Claims in any Class shall, upon Confirmation of the *Plan*, be deemed to have acknowledged that their respective Claims are fully satisfied by the distribution provided herein, each of which Claims, whether known or unknown, scheduled or unscheduled, filed or unfiled, asserted or assertable, are declared and shall be, for all purposes, upon the entry of the *Order Confirming Plan*, satisfied in full, pursuant to Section 1141(a) of the Code. All Impaired Classes of Claims shall receive the distributions as set forth in the *Plan*, on account of, and in complete satisfaction of, all such Allowed Claims (and any interest accrued thereon). Without limiting the foregoing and effective on the *Effective Date*, each Creditor (or its successor) shall be deemed to have assigned to the Debtor all such Claims and all such parties shall be deemed to have waived, relinquished and released any and all of their rights, Claims (other than as provided for in the *Plan* or in the *Order Confirming Plan*) against the Debtor.

SECTION 18 - RETENTION OF JURISDICTION

1. Retention of Jurisdiction by the Court:

Subject to the limitations set forth in the *Plan*, the Court shall retain jurisdiction until the *Plan* has been fully administered for certain purposes including, but not limited to:

a. **Claims:**

The classification of the Claim of any Creditor, and re-examination of Claims which have been allowed for purposes of voting, and the determination of such objections to Claims as may be filed. The failure of the Debtor to object to, or to examine, any Claim for the purposes of voting, shall not be deemed a waiver of the Debtor's right to object to, or re-examine, the Claim in whole or in part. If a Creditor does not file a Claim in these proceedings, the Debtor may object to the amount scheduled as owing to that Creditor, in whole or in part. If any objection to a Claim is filed, no payment will be made with respect to such Claim until a determination on such objection has been made by the Court as provided elsewhere in the *Plan*.

b. **Title to and Liens Against Assets:**

Determination of all questions and disputes regarding title to and Liens on the assets of the Estate and determination of all causes of action, controversies, disputes or conflicts, whether or not subject to an action pending as of the date of Confirmation, between the Debtor and any other party, including, but not limited to, the right of AAG to recover assets pursuant to the provisions of the Code.

c. **Correction of Defects:**

The correction of any defect, the curing of any omission or the reconciliation of any inconsistency in the *Plan* or in the *Order of Confirmation* as may be necessary to carry out the purposes and intent of the *Plan*.

d. **Modification After Confirmation:**

Any modifications of the *Plan* after Confirmation shall be accomplished pursuant to Section 1127(b) of the Code.

e. **Enforcement:**

This Court shall retain jurisdiction to address the enforcement and interpretation of the terms and conditions of the *Plan*.

f. **Further Orders:**

Entry of any Order, including injunctions, necessary to enforce the title, rights and powers of the Debtor and to impose such limitations, restrictions, terms and conditions of such title, rights and powers as the Court may deem necessary.

g. Previous Orders:

To enforce all Orders previously entered by the Court.

h. Continuing Jurisdiction:

Determination of all issues and disputes regarding title to Property of the Estate, and determination of all causes of action, controversies, duties, or conflicts, whether or not subject to litigation or proceedings as of Confirmation, between the Debtor and any other party, including, but not limited to, any right of the Debtor to recover assets pursuant to the provisions of the Code.

i. Adversary Proceedings:

AAG reserve the right to begin or continue any adversary proceedings permitted under the Code and the Federal Rules of Bankruptcy Procedure.

j. Implementation of Plan:

Entry of any Order or such direction as may be appropriate under Section 1142 of the Code for the purpose of implementing the *Plan*.

k. Conclusion:

Entry of an Order concluding and terminating this Case, provided, however, the Court shall retain jurisdiction over any adversary proceedings which may be pending.

SECTION 19 - ALTERNATIVES TO THE PLAN

1. Alternatives to the Plan:

a. Liquidation Under Chapter 7:

AAG has set forth at **Section 6** the likely liquidation scenarios under Chapter 7 of the Bankruptcy Code. Under these scenarios, it is most probable the General Unsecured Non-Insider Claims would not receive any distribution on their Allowed Claims. A conversion to Chapter 7 would not be a viable option for repayment.

b. Another Plan:

AAG knows of no other *Plan* which is to be proposed to the Court. AAG believes that the present *Plan* represents its best efforts for repayment to their Creditors and believes the *Plan* is in the best interests of the Estate, and the Secured and Unsecured Creditor constituencies.

c. Non-Bankruptcy Workout:

It is unlikely that in the event the Chapter 11 proceeding was dismissed that any Creditor would allow the Debtor an opportunity to restructure its Secured and/or Priority Claims in the non-bankruptcy setting. Most likely, the IRS would garnish the accounts of AAG once again, depriving it of cash flow, and thus preventing it from operating.

SECTION 20 – LITIGATION

1. Litigation Pertaining to the Debtor:

Other than otherwise provided for in the Debtor's *Schedules of Assets and Liabilities*, to the best of the Debtor's knowledge, no litigation is pending or threatened, either for or against the Debtor.

SECTION 21 - RISKS TO CREDITORS UNDER THE PLAN

1. Risk Factors:

Certain significant risk factors are inherent in the consummation of any *Plan*. The successful implementation of the *Plan* is dependent upon the ability of Debtor to fulfill its obligations under this *Plan*. Certain other risks are inherent to the *Plan*, which are:

a. Economic Conditions:

Current economic conditions could remain unstable for a period of time. These economic conditions could affect AAG's ability to obtain new clients, affecting its profitability and overall operations.

SECTION 22 – RESERVATION OF RIGHTS

1. Reservation of Rights:

Neither the filing of the *Disclosure Statement* or *Plan*, nor any statement or provision contained in the *Plan* and this *Disclosure Statement*, nor the taking by a Creditor or other party in interest of any action with respect to the *Plan* and this *Disclosure Statement* shall (a) until confirmation of the *Plan*, be or be deemed to be an admission against interest, or (b) until confirmation of the *Plan*, be or be deemed to be a waiver of any rights that any Creditor or other party in interest might have against the Debtor or any Property of the

Estates, as that term is defined in Section 541 of the Code, or any other Creditor or other party in interest of the Debtor, and until confirmation of the *Plan*, all such rights are specifically reserved. In the event that confirmation of the *Plan* does not occur, neither the *Plan*, nor any statement contained in the *Plan* and this *Disclosure Statement* may be used or relied upon in any manner in any suit, action, proceeding, or controversy within the Cases involving the Debtor.

SECTION 23 - TAX CONSEQUENCES OF CONSUMMATION OF THE PLAN

1. General:

It is not practical nor is it intended by this general discussion to present herein a detailed explanation of the Federal Income Tax aspects of the *Plan*. In addition, although the following discussion is based upon the relevant provisions of the Internal Revenue Code of 1954, as amended (the "Code"), regulations promulgated by the *Internal Revenue Service* pursuant to the Code ("Regulations") the Bankruptcy Tax Act of 1986 (as amended), the Revenue Reconciliation Act of 1993, the Economic Growth and Tax Reconciliation Act of 2001, the Jobs and Growth Tax Relief Reconciliation Act of 2003, and judicial administrative interpretations thereof presently in effect, in some cases the proper interpretation of such authority or their application to particular factual situations is unclear. Moreover, each Creditor is cautioned that this discussion is based in part on the provision of the Tax Reform Acts of 1984, 1986, 1993, 2001 and 2003 which have been enacted into law, and as to which, there are, to date, varying judicial or administrative interpretations. As a result of the foregoing, under current law, there is substantial uncertainty surrounding many of the tax consequences applicable to the various payments to be made under the *Plan*. Additionally, Creditors are further advised that no ruling has been requested or obtained from the Internal Revenue Service (the "IRS") nor has an opinion of counsel been obtained by the Debtor with respect to the tax aspect of the *Plan*. For all of the foregoing reasons and because the Federal Income Tax consequences of the *Plan* will depend in part upon certain factual matters unknown to the Debtor relating to each particular creditor, **EACH CREDITOR IS URGED TO SEEK ADVICE FROM HIS OR ITS OWN TAX ADVISER WITH RESPECT TO THE FEDERAL INCOME TAX CONSEQUENCES OF THE PLAN, AND, IF APPLICABLE, STATE AND LOCAL TAX CONSEQUENCES.**

2. Tax Consequences to Creditors:

The tax consequences to each Creditor will vary depending upon the extent to which the Creditor receives payment, and the manner and time in which the Creditor is paid. In general, a Creditor who receives only cash in satisfaction of his Claim will recognize ordinary income to the extent that the amount received is allocable to Claims or interests that were not previously included in its income, and will recognize a loss to the extent such accrued interest was previously included in income and is deemed not to be paid in full. In addition, such Creditor will normally recognize a gain or a loss on a payment and extinguishment of its Claim equal to the difference between the adjusted basis of its Claim (other than Claims with respect to accrued interest) and the balance as the amount

of cash received after any allocation of the proceeds to accrued interest. Amounts realized in payment and satisfaction of the Claim will usually be applied first to the payment of accrued interest in the absence of an agreement between the Debtor and the Creditor providing for a different allocation. **THE DEBTOR AND ITS COUNSEL AND ACCOUNTANTS EXPRESS NO OPINION CONCERNING THE TAXES CONSEQUENCES OF THE PLAN TO ANY CREDITOR.**

3. Tax Consequences to Debtor:

Generally, Internal Revenue Code Section 108 provides that the cancellation of indebtedness by a creditor results in a Debtor having to recognize income on the difference between the amount paid for such cancellation and the amount of the debt canceled. In a Chapter 11 case where the *Plan* has been approved, no income is actually recognized and taxed but instead a Debtor tax attribute, such as net operating loss, carry forwards and investment tax credits are reduced to the extent of the deemed income in the order and priority as set forth in the Code.

SECTION 24 - SUMMARY OF SIGNIFICANT ORDERS ENTERED IN THE CASE

Significant orders that have been entered in this case, as of the date of the *Plan* and *Disclosure Statement* have been orders allowing the use of cash collateral providing doer adequate protection payments to be made to the Internal Revenue Service. Specifically, below is a *Table* listing the substantive orders and notices entered during this Chapter 11 Case which affect AAG’s reorganization efforts:

Filing Date	Docket Text
12/07/2015	Motion to Use Cash Collateral filed by Debtor H&J Alamo Auto Glass, Inc.
12/17/2015	Interim Order on Motion to Use Cash Collateral
01/11/2016	Order Approving Application to Employ Miranda & Maldonado, P.C. as Counsel for the Bankruptcy Estate.
01/15/2016	Final Order (A) Authorizing The Use Of Cash Collateral, (B) Granting Adequate Protection To Secured Creditors, And (C) Scheduling A Final Hearing Pursuant To 11 U.S.C. Section 363 And Rule 4001 Of The Federal Rules Of Bankruptcy Procedure
01/20/2016	Order Authorizing the Debtor to Maintain and Use Prepetition Bank Accounts with Bank of America and First Savings Bank
02/05/2016	Notice of Creditors' Committee (No Appointment)
02/09/2016	Order Regarding Approving Debtor’s Motion to Assume Lease
03/09/2016	Notice of Withdrawal of Claim (Number: 3) by Creditor YP Advertising, L.P.
05/09/2016	Order Approving First Application for Compensation filed by Carlos A. Miranda III for Debtor H&J Alamo Auto Glass, Inc. (Fees \$ 15,570.00, Expenses \$ 30.00, For Time Period From December 4, 2015 To Time Period Ending April 1, 2016).

SECTION 25 - DEFINITIONS

Definitions: The following terms have the following meanings (such meanings to be equally applicable to both the singular and plural forms of the terms defined) whenever used in the *Disclosure Statement* and *Plan*:

- 1. Administrative Claim:** shall mean any Claim for a cost or expense of administration of the Chapter 11 Case allowed under Sections 364(b), 503(b) and/or 507(a)(1) of the Code, including, without limitation, any actual and necessary postpetition expenses of preserving the estate of the Debtor, any actual and necessary postpetition expenses of operating the business of the Debtor in Possession, all compensation or reimbursement of expenses to the extent allowed by the Court under section 330, 331, or 503 of the Code, and any fees or charges assessed against the Estate under Section 1930 of title 28 of the United States Code.
- 2. Administrative Claimant:** means the holder of an Administrative Claim as defined by the Code.
- 3. Administrative Expenses:** means Claims and expenses of the type described in the *Plan* which are allowed and ordered paid by the Court pursuant to Section 503(b) of the Code and which are entitled to priority pursuant to Section 507(a)(1).
- 4. Allowed:** means when used with respect to a Claim, other than an Administrative Claim, means, except as otherwise provided herein, a Claim, proof of which was timely and properly filed or, if no *Proof of Claim* was filed, which has been or hereafter is listed by the Debtor in question on its **Schedules** as liquidated in amount and not disputed or contingent or for which, pursuant to order of the Bankruptcy Court, applicable law, or otherwise, a *Proof of Claim* is not required to be filed, and, in either case, as to which no objection to the allowance thereof has been filed on or before the latest of (I) the forty-five (45) days after the *Effective Date*, or (ii) the thirty (30) days after proof of such Claim is filed, or (iii) thirty (30) days after the Bar Date for filing the Claim, or (iv) such other applicable period of time limitation as may be fixed or extended by the Bankruptcy Court.
- 5. Allowed Claim:** means a Claim (a) in respect of which a proof of claim has been filed with the Court within the applicable period of limitation fixed by the Court, pursuant to Rule 3003 or (b) scheduled in the list of Creditors prepared and filed with the Court, pursuant to Rule 1007(b) and not listed as disputed, contingent or unliquidated as to amount, in either case, as to which no objection to the allowance thereof has been interposed within any applicable period of limitation fixed by Rule 3003 or an Order of the Court, or as to which any such objection has been determined by an order or judgment which is no longer subject to appeal or certiorari proceeding and as to which no appeal or certiorari proceeding is pending, a Final Order. Allowed Claim shall not include interest on the principal amount of such Claim subsequent to the Filing Date, except as may be otherwise provided in the *Plan*.

- 6.** **Allowed Priority Claim:** means an Allowed Claim for which the holder asserts, and is determined to be entitled to, priority under Section 507, *et seq.*, of the Code, in an amount allowed by Final Order of the Court upon a request pursuant to Section 503(a) of the Code.
- 7.** **Allowed Secured Claim:** means an Allowed Claim arising on or before the Filing Date that is secured by a valid Lien on Property of the Debtor which is not void or voidable under any state or federal law, including any provision of the Code, as hereinafter defined, or an Allowed Claim for which the holder asserts a set off under Section 553 of the Code, to the extent of the value (which is either agreed to by the Debtor pursuant to the *Plan* or, in the absence of an agreement, has been determined in accordance with Sections 506(a) or 1111(b) of the Code) of the interest of the holder of such Allowed Claim on the Property of the Debtor, or an Allowed Claim that the Debtor has agreed to treat as an Allowed Secured Claim pursuant to the *Plan*. That portion of such Allowed Claim exceeding the value of security held therefore shall be an Allowed Unsecured Claim, unless otherwise modified by the *Plan*.
- 8.** **Allowed Unsecured Claim:** means an Allowed Claim against the Debtor which is not an Allowed Administrative Claim, an Allowed Priority Claim, an Allowed Secured Claim, or a retained Interest by the Debtor.
- 9.** **Bankruptcy Case:** means the Bankruptcy Case styled *In Re H&J Alamo Auto Glass, Inc.*
- 10.** **Bankruptcy Court:** means the *United States Bankruptcy Court* for the Western District of Texas – El Paso Division, having jurisdiction over the Chapter 11 Case, and to the extent of any reference made pursuant to section 157 of Title 28 of the United States Code, the unit of such *District Court* pursuant to Section 151 of Title 28 of the United States Code; or, in the event such Court ceases to exercise jurisdiction over the Chapter 11 Case, such Court or unit thereof that exercises jurisdiction over the Chapter 11 Case in lieu thereof.
- 11.** **Bar Date:** means the *Bar Date* for Filing a *Proof of Claim* which was April 12, 2016.
- 12.** **Chapter 11 Case:** means the cases under Chapter 11 of the Code, commenced by the Debtor on the *Petition Date* in the Bankruptcy Court, styled *In Re H&J Alamo Auto Glass, Inc.*
- 13.** **Claim or Claims:** means a right to payment from the Debtor, which is evidenced by a timely filed proof of claim or application for payment which is allowed by the Court, or if a proof of claim is not filed, a right which otherwise appears in the applicable schedules of the Debtor and (1) is not listed as disputed, contingent or unliquidated, or (2) has been resolved by Final Order of the Court pursuant to the terms of the *Plan*.
- 14.** **Claims of the Estate:** means all asserted and unasserted Claims of the Debtor, existing prior to Confirmation, against anyone.

- 15. Class of Claims and Payment:** means the various classes of Claims that are defined in the *Plan*. The *Plan* is intended to deal with all Claims against the Debtor of whatever character, whether or not contingent or liquidated, and whether or not allowed by the Court pursuant to Section 502(h) of the Code. However, only those Claims allowed pursuant to Section 502(a) of the Code will receive payment under the *Plan*.
- 16. Class or Classes:** means the class or class into which Holders have been placed in the *Plan*.
- 17. Collateral:** means Property in which the Debtor has an interest and which is subject to a Lien (other than any Lien granted under the *Plan*) securing an Allowed Secured Claim, but only to the extent of the Debtor's interest in such property; and "Related Collateral" shall, with respect to any Allowed Secured Claim, mean all Collateral securing such Allowed Secured Claim.
- 18. Collateral Value:** means the fair market value, at Confirmation, of any perfected and valid interest in collateral of the Debtor, securing any Claim, as agreed to by the Debtor and the effected Secured Creditor or, in the event of disagreement, as resolved by Final Order of the Court pursuant to Section 506(a) or Section 1111(b) of the Code.
- 19. Confirmation:** means the entry by the Court of an *Order Confirming Plan* at or after a hearing held pursuant to Section 1128 of the Code.
- 20. Confirmation Date:** means the date the *Order Confirming Plan* is entered by the Court.
- 21. Confirmation Hearing:** means the hearing to be held by the Court to determine whether or not the Debtor's *Plan* meets the requirements of Chapter 11 of the Code and is entitled to *Confirmation*.
- 22. Confirmation Order:** means the Order of the Court confirming the *Plan* under Section 1129 of the Code.
- 23. Creditor or Creditors:** means all Creditors of the Debtor holding Allowed Claims for debts, liabilities, demands or Claims of any character whatsoever, as defined in Section 101(4) of the Code.
- 24. Debtor:** means H&J Alamo Auto Glass, Inc. d/b/a Alamo Auto Glass.
- 25. Debtor-In-Possession:** means the Debtor in the capacity and with the status and rights conferred by Section 1107 of the Code.
- 26. Disallowed Claim:** means any Claim (I) listed as disputed, contingent or unliquidated in the Debtor's *Schedules* for which a proof of claim has not been timely filed, or (ii) for which a Final Order disallowing the Claim has been entered.

- 27. Disclosure Statement:** means the document filed by the Debtor in this Case in accordance with Section 1125 of the Code, as it may be amended, supplemented or modified.
- 28. Disputed Amount:** means to with respect to any Disputed Claim, the amount of the Claim that is in dispute.
- 29. Disputed Claim:** means, unless otherwise set forth in the *Plan*, (I) a Claim (or portion thereof) against the Debtor as to which an objection to the allowance thereof has been interposed within the time period set forth herein for doing so, and which objection has not been determined by a Final Order, and (ii) a Claim listed on the Debtor's **Schedules** as disputed, contingent, or unliquidated and with respect to which no *Proof of Claim* has been timely.
- 30. Effective Date:** means thirty (30) days after an *Order Confirming Plan* is entered of record.
- 31. Entity:** means includes but is not limited to individuals, partnerships, corporations, estates, trusts, partners of the Debtor, and governmental units.
- 32. Estate:** means the Estate of the Debtor-in-Possession created under the Code by the commencement of the Chapter 11 Case. Any references to actions taken by the Estate refers to actions taken by the representatives of the Estate acting in such capacity.
- 33. Final Decree:** means the *Final Decree* closing the Chapter 11 Case, to be entered by the Bankruptcy Court pursuant to Bankruptcy Rule 3022 being the same as an *Order Closing Case*.
- 34. Final Order:** means (I) an order or judgment of the Bankruptcy Court or other applicable Court as to which the time to appeal has expired and as to which no appeal shall then be pending or as to which any right to appeal shall have been waived in writing in form and substance satisfactory to the Debtor; or (ii) in the event that an appeal is timely filed, an order or judgment of the Bankruptcy Court or other applicable Court for which no stay is in effect. In the case of the Confirmation Order, it shall be deemed a *Final Order* on the first date on which no stay of the Confirmation Order is and remains in effect that is at least eleven (11) days (calculated in accordance with Bankruptcy Rule 9006(a)) following the entry of the *Confirmation Order*.
- 35. IRS:** means the Internal Revenue Service, an agency of the government of the United States of America.
- 36. Lien:** means any charge against or interest in property to secure payment of a debt or performance of an obligation as defined in Section 101(33) of the Code, and includes, without limitation, any judicial lien, security interest, mortgage, deed of trust and statutory lien as defined in Section 101 of the Code.

- 37. Order Confirming Plan:** means the *Final Order* of the Court determining that the *Plan* meets the requirements of Section 1129 of the Code and is entitled to Confirmation. The date that the *Order Confirming Plan* is entered on the Court Clerk's Docket is the *Confirmation Date*.
- 38. Other Priority Claims:** means any prepetition Claim entitled to a priority in payment under §§ 507(a)(3), (4), (6) and (8) of the Code, other than Priority Tax Claims.
- 39. Plan:** means the Chapter 11 *Plan*, including any Exhibits thereto and all documents incorporated by reference, either in their present form or as they may be altered, amended, or modified from time to time in accordance with the Code and Bankruptcy Rules.
- 40. Plan Payments:** shall mean the payments, in cash or other distributions of value, made by the Debtor pursuant to the *Confirmed Plan*.
- 41. Plan Year:** means twelve (12) months commencing on the first day of the first full month following the *Effective Date* and continuing until the last day of the twelfth (12th) month thereafter, and each succeeding twelve (12) months thereafter.
- 42. Prepetition Agreement:** means all contracts and agreement to which the Debtor is a party, executed, or that went into effect before the *Petition Date*, other than unexpired leases and executory contracts.
- 43. Priority Claim:** means any prepetition Claim entitled to a priority in payment under §§ 507(a)(3), (4), and (6) of the Code, and shall not include any Priority Tax Claim.
- 44. Priority Creditor:** means the owner and holder of a Priority Claim.
- 45. Priority Tax Claim:** means a Claim of a governmental unit of the kind specified in Section 507(a)(8) of the Code. If a Claim of governmental unit is allowed as a Secured Claim, it is not a Priority Tax Claim.
- 46. Professional Fees:** means the full amount of all Claims for allowance of compensation or reimbursement of costs and expenses for legal, accounting, or other professional services under Section 330 or Section 331 of the Code or otherwise allowed by the Court pursuant to the provisions of Section 503 of the Code.
- 47. Professional Person:** means any Person, including attorneys and accountants for a Debtor or Committee retained or to be compensated pursuant to §§327, 328, 330, 331, 503(b)(2), or 1103 of the Code.
- 48. Property of the Estate:** means all property comprising or contained in the Estate, as set forth in §541 of the Code.

- 49. Pro Rata:** means with respect to each Allowed Claim, the ratio, as of each Distribution Date, of the amount of such Allowed Claim to the aggregate amount of (I) all Allowed Claims in the same Class, plus (ii) all Disputed Claims relating to such Class, as the amount of such Disputed Claims are reduced from time to time by virtue of determinations of the Bankruptcy Court as to such Disputed Claims.
- 50. Property or Properties:** means all "Property of the Estate of the Debtor" as previously or hereafter determined by Final Order of a Court of competent jurisdiction and/or as defined in Section 541 of the Code, including, but not limited to, any and all claims of the Estate or causes of action in favor of the Debtor against third parties (except as otherwise provided herein).
- 51. Reorganized Debtor:** means the Debtor, after the *Effective Date*.
- 52. Rule or Rules:** means the Federal Bankruptcy Rules of Procedure and any applicable Local Bankruptcy Rules adopted by the Court.
- 53. Schedules:** means the *Schedules of Assets and Liabilities* filed by Debtor as required by section 521(1) of the Code, Bankruptcy Rule 1007(b)(1), and Official Bankruptcy Form No. 6, as amended from time to time.
- 54. Secured Claim:** means that portion of an Allowed Claim equal to the value, as of the Confirmation Date (or such other date found by the Bankruptcy Court, pursuant to Code section 506(a), to apply) of the valid, perfected interest of the Holder of a Claim in Property of the Estate, which interest secures a Claim, to the extent of the creditor's interest in the Estate's interest in such property, all as determined by the Bankruptcy Court pursuant to Section 506(a) of the Code and Bankruptcy Rule 3012, or as determined by a settlement between the Debtor and Holder of the Secured Claim approved by the Bankruptcy Court after notice to creditors.
- 55. Substantial Consummation of the Plan:** means the accomplishment of all things provided for in the *Plan* pursuant to Section 1101 of the Code.
- 56. Small Business:** means a Debtor that meets the criteria set forth in Section 101(51)(C) of the Code and who has filed an election to be considered the same pursuant to Section 1121(e) of the Code.
- 57. Unclaimed Property:** means any funds or property dedicated for distribution under the *Plan*, which funds or property are unclaimed on and after such attempted distribution, including without limitation (a) checks (and the funds represented thereby) that have been returned as undeliverable without a proper forwarding address; (b) funds for checks that have not been paid or presented for payment; (c) checks (and the funds represented thereby) that were not mailed or delivered or that were returned because of the absence of a proper address, and that the Debtor after reasonable efforts are unable to deliver to a proper address.

- 58. Unsecured Claim:** means a Creditor, other than one having a right to priority under Section 507 of the Code, and which is not a Secured Claim. An unsecured Claim is a Claim included in Class 3 of the *Plan*.
- 59. Unsecured Creditor:** means an Unsecured Creditor of the Debtor holding an Allowed Claim for an unsecured debt, an unsecured liability, an unsecured demand or an Unsecured Claim of any character whatsoever, except a Claim entitled to priority pursuant to Section 507 of the Code.
- 60. Unsecured Non-Priority Claim:** means any Claim that is not (i) a Secured Claim, (ii) an Administrative Claim, or (iii) a Priority Claim or Priority Tax Claim.
- 61. United States Trustee Fees:** means the fees and expenses of the United States Trustee.

DATED: July 22, 2016.

H&J Alamo Auto Glass, Inc.

By: /s/ John Munoz
John Munoz, President

Attorneys for Debtor H&J Alamo Auto Glass, Inc.

/s/ Carlos Miranda, Esq.
Carlos A. Miranda III, Esq.
Gabe Perez, Esq.
MIRANDA & MALDONADO, P.C.
5915 Silver Springs, Bldg. 7
El Paso, Texas 79912
(915) 587-5000 (Telephone)
(915) 587-5001 (Facsimile)
cmiranda@mirandafirm.com
gperez@mirandafirm.com