

**UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF MARYLAND
(Greenbelt Division)**

In re:)	
)	
120 CHESTER STATION ROAD, L.L.C.)	Case No. 18-25967-LSS
)	Chapter 11
Debtor)	

**AMENDED PLAN OF REORGANIZATION
PROPOUNDED BY THE DEBTOR-IN-POSSESSION**

COMES NOW, 120 Chester Station Road, LLC (the “Debtor”), the Debtor and Debtor-in-Possession, filed a Voluntary Petition for Relief pursuant to Chapter 11 of the United States Bankruptcy Code on December 4, 2018. The Debtor files this Amended Plan of Reorganization pursuant to §1125(f)(1) of the Bankruptcy Code and Bankruptcy Rule 3007-1.

**Article I:
Defined Terms**

For the purposes of this Plan, and in addition to the terms defined elsewhere herein, the following terms have the meanings set forth below:

1.01 **Administrative Bar Date** means forty-five (45) days after the Effective Date (or such later date as agreed upon by the Debtor) and is the date by which applications for allowance of Administrative Claims incurred through the Confirmation Date must be filed with the Court or be forever barred and discharged. Notice of confirmation of the Plan shall be deemed sufficient and adequate notice of the Administrative Bar Date.

1.02 **Administrative Claim** means any cost or expense of administration of the case allowed under § 503(b) of the Bankruptcy Code, including the claim of any Professional Person employed by the Debtor in the case.

1.03 **Allowed Claim** means a claim (as defined in §101(5) of the Bankruptcy Code):

- (a) in respect of which a proof of claim has been filed with the Court within the applicable period of limitations fixed by Bankruptcy Rule 3003;
- (b) which is listed in Schedules D, E or F filed by the Debtor with the Court, including any amendments thereto, and is not listed as disputed, contingent, or unliquidated as to amount; or
- (c) or which an application has been filed pursuant to §§329 and 330 of the Bankruptcy Code;
- (d) and further, as to any such claim, either no objection to the allowance thereof has been filed, or if an objection to the allowance thereof has been filed, the Court has overruled such objection or fixed the amount of such claim by a Final Order.

1.04 **Avoidable Transfer(s)** means a transfer by the Debtor that maybe avoided under any provision of the Bankruptcy Code including, but not limited to, §§ 544, 547, 548 or 549.

1.05 **Avoidance Action(s)** means all rights, remedies, claims or causes of action arising under §§ 544, 545, 546, 547, 548, 549, 550, 553, or 558 of the Bankruptcy Code, including, but not limited to, any right, power, or remedy to avoid any statutory lien or any prepetition or post-petition transfer.

1.06 **Bank** means Shore United Bank, the holder of deeds of trust encumbering the Debtor's Property.

1.07 **Bankruptcy Code** means Title 11 of the United States Code (U.S.C.) as in effect on the Petition Date or as thereafter amended.

1.08 **Bankruptcy Rule(s)** means

- (a) the Federal Rules of Bankruptcy Procedure, and
- (b) the Local Bankruptcy Rules for the United States Bankruptcy Court for the

District of Maryland, both as in effect on the Petition Date or as thereafter amended.

1.09 **Buyer** means Retail RE Capital Group, LLC or any other party contracting to purchase the Debtor's Property in their place, its successors and assigns.

1.10 **Claim** means a claim against the Debtor as defined in §101(5) of the Bankruptcy Code, including, but not limited to, all claims arising from the rejection of unexpired leases and/or executory contracts.

1.11 **Confirmation Date** means the date on which the Court enters the Order of Confirmation.

1.12 **Court** means the United States Bankruptcy Court for the District of Maryland.

1.13 **Debtor** means 120 Chester Station Road, LLC, a Maryland limited liability company.

1.14 **Disputed Claim** means (a) a Claim as to which an objection has been filed in accordance with Rule 3007 of the Bankruptcy Rules, which has not been resolved by a Final Order; and (b) a claim listed in the Schedules as disputed, contingent or unliquidated and as to which no Proof of Claim has been filed.

1.15 **Effective Date** means the first (1st) day of the first (1st) full month after the closing on the sale of the Property.

1.16 **Estate** means the bankruptcy estate created pursuant to §541 of the Bankruptcy Code upon filing of the Chapter 11 petition by the Debtor.

1.17 **Equity Interests** mean any and all partnership interests of the Debtor.

1.18 **Final Order** means a Court order that, not having been reversed, modified or amended, and not having been stayed, and as to which the time to seek review or rehearing of

has expired, has become final and is in full force and effect.

1.19 **Insider** has the meaning set forth in § 101(31) of the Bankruptcy Code.

1.20 **Order of Confirmation** means the order entered by the Court confirming the Plan.

1.21 **Petition Date** means December 4, 2018, the date on which the Debtor filed its petition for relief under Chapter 11 of the Bankruptcy Code.

1.22 **Plan** means this Plan of Reorganization, or as hereafter amended, or modified.

1.23 **Professional Person(s)** means an attorney, accountant, appraiser, consultant or other professional retained or to be compensated pursuant to an order of the Court entered under §§ 327, 328, 330, 503(b), or 1103 of the Bankruptcy Code.

1.24 **Proof of Claim** means a proof of claim filed pursuant to § 501 of the Bankruptcy Code and Part III of the Bankruptcy Rules.

1.25 **Property** means all of the real property and improvements described in the Sale Agreement, including the land and improvements of approximately 4.66 +/- acres located along the northern line of (U.S. Route 50) in Queen Anne's County, MD shown on Tax Assessor records as map: 0057 Grid: 0009 Parcel 0537.

1.26 **Purchase Price** means the Purchase Price payable under the Contract of Sale for the Buyer's purchase of the Property from the Debtor (\$3,000,000.00), or such other amount as approved by the Court.

1.27 **Sale Agreement** means the Contract of Sale Agreement dated March 27, 2019, as thereafter amended, between the Debtor and the Buyer pursuant to which the Debtor contracted to sell the Property to the Buyer, a copy of which is attached to this Plan as "Exhibit A."

1.28 **Schedules** means the schedules of assets and liabilities and statement of financial

affairs filed by the Debtor with the Bankruptcy Court in accordance with § 521(1) of the Bankruptcy Code and Rule 1007 of the Bankruptcy Rules, and any amendments thereto.

1.29 **Secured Claim** means an Allowed Claim that is secured by a valid, perfected, enforceable lien on or security interest in any of the Debtor's Property to the extent of the value of the claimant's interest in the Debtor's Property.

Article II **Classification of Claims**

The claims against the Estate shall be classified and treated as follows:

2.1 **Class 1: Administrative Expenses.** Class 1 claims consist of (I) all Allowed Claims for costs and expenses of administration of the Debtor's Estate, as described in §§ 503(b) and 507(a)(2) of the Bankruptcy Code, including fees of Professional Persons approved by the Court, and (ii) any and all fees payable to the Trustee by the Debtor under 28 U.S.C. §1930(a)(6).

2.2 **Class 2: Priority Tax Claims.** This Class consists of all Allowed Claims against the Debtor that are entitled to priority under § 507(a)(8) of the Bankruptcy Code. The Debtor does not believe that there are any Class 3 claims.

2.3 **Class 3: Other Allowed Priority Claims.** This Class consists of all Allowed Claims against the Debtor that are entitled to priority under §507(a) of the Bankruptcy Code, with the exception of § 507(a)(2) administrative claims and §507(a)(8) unsecured tax claims. The Debtor believes there are no Class 3 claims.

2.4 **Class 4: Secured Claims of the Queen Anne County for Real Property Taxes**

This class shall consist of the claims for real property taxes arising both prior to the Petition Date and subsequent to the Petition Date, and which are secured by a lien on the

Property pursuant to Code of Maryland, Tax-Property §14-804(a).

**2.5 Class 5: Allowed Secured Claim of Shore United Bank
(1st Deed of Trust).**

This Class is comprised of the Allowed Secured Claim of Shore United Bank which arises from a promissory note and deed of trust dated August 18, 2010, and recorded in the land records of Queen Anne's County Maryland. The claims of this Class are secured by a valid, first position deed of trust lien against the Property, subject to real property tax liens of the Queen Anne's County Maryland.

**2.6 Class 6: Allowed Secured Claim of Shore United Bank
(2nd Deed of Trust).**

This Class is comprised of the Allowed Secured Claim of Shore United Bank arising from a guaranty of a \$1,000,000 loan to 100 Dominion Road, LLC. The claims of this Class are secured by a second position deed of trust against the Property, subject to real property tax liens, and the claims of Class 5.

**2.7 Class 7: Allowed Secured Claim of Shore United Bank
(3rd Deed of Trust).**

This Class is comprised of the Allowed Secured Claim of Shore United Bank arising from a guaranty of a \$150,000 commercial loan to Raza and Nargis Mir (collectively the "Mirs"). The claims of this Class are secured by a third position indemnity deed of trust against the Property, subject to real property tax liens, and the claims of Classes 4 and 5 hereinabove.

2.8 Class 8: General Unsecured Claims. This class is comprised of all general unsecured claims, including claims arising from the rejection of unexpired leases and/or executory contracts, and including all general unsecured claims of insiders.

2.9 Class 9: Equity Security Interests. This Class consists of the equity interests

of the shareholders of the Debtor, Raza A. Mir, Mahmood Ashfaq and Assad Ali, in equal shares.

**Article 3:
Treatment of Claims**

Claims against the Estate shall be treated as follows:

3.1 Class 1: Allowed Class 1 Claims shall be paid in full, in cash, on the latest of (a) the Effective Date, or (b) within thirty (30) days after such claim has become an Allowed Claim, or (c) a date agreed upon by the parties. A holder of a Class 1 Claim may agree to less favorable treatment. By statute, Class 1 is not a class of claims impaired under the Plan.

3.2 Class 2: To the extent that there are any Class 2 claims, the holders of Allowed Claims in this class shall be paid in full on the Effective Date of the Plan, in a sum equal to the allowed amount of their claim. A holder of a Class 2 Claim may agree to less favorable treatment. The Debtor does not believe that there are any claims in this Class. Class 2 claims are unimpaired under the Plan.

3.3 Class 3: To the extent that there are any Class 3 claims, the holders of Allowed Claims in this class shall be paid in full on the Effective Date of the Plan, in a sum equal to the allowed amount of their claim. A holder of a Class 3 Claim may agree to less favorable treatment. The Debtor does not believe that there are any claims in this Class. Class 3 claims are unimpaired under the Plan.

3.4 Class 4: Class 4 consists of the Allowed Secured Claims of Queen Anne County, Maryland for real property taxes on the Property that arose both prior to, and subsequent to, the Petition Date. This claim will be paid in full, from the proceeds of the sale of the Property. This Class shall be paid in full, including interest, at the closing on the sale of the

Property, and shall retain its lien until its claims are paid in full. A holder of a Class 4 Claim may agree to less favorable treatment. Class 4 is unimpaired under the Plan.

3.5 Class 5: The Class 5 Allowed Claims of Shore United Bank shall be paid in full at the closing of the sale of the Property. This Class shall retain its first priority lien against the Property (subject to Class 4 Claims only) until the satisfaction of its claims in full. This Class shall continue to receive its regularly scheduled payment, or such other lesser amount as agreed by the parties, until a sale of the Property. This Class shall receive payment in the full amount of its Allowed Claim, including all post-petition interest at the non-default contract rate, fees, costs, advances or charges due under the deed of trust or note secured thereby as provided for in §506(b)) in full at the later of the closing on the sale of the Debtor's Property or the allowance of the claim of this Class. The holder of the Class 5 Claim may agree in writing, in its discretion, to less favorable treatment. The terms and provisions of the Bank's loan documents and judgment evidencing, securing, guaranteeing and supporting the Debtor's loan obligation which constitutes the basis for its Class 5 Claim shall remain in full force and effect. Class 5 is an unimpaired class under the Plan.

3.6 Class 6 shall be paid receive no payments from the Debtor until a closing on the sale of the Property. At closing, this Class will receive payment of all of the remaining sales proceeds after the satisfaction of the claims of Classes 1 through Class 5 and Class 7. This Class shall retain its lien until receipt of such payment. The holder of the Class 6 Claims may agree to less favorable treatment. Class 6 is an impaired class under the Plan.

3.7 Class 7 Allowed Claims shall be paid in full at closing from the proceeds of sale, after the satisfaction of the Allowed Claims of Class 5. The Debtor shall make no payments until the closing on the sale of the Property. This Class shall retain its lien until

receipt of such payment. The holder of the Class 6 Claims may agree to less favorable treatment. Class 6 is an unimpaired class under the Plan.

3.8 Class 8, which consists of all general unsecured claims, shall receive, in full and final satisfaction of their claims against the Estate, a pro-rata distribution (including interest at the federal judgment rate, to the extent surplus funds are available) after payment in full of claims in Classes 1 through 7 and all costs and expenses of the administration of these proceedings. The claims in this Class consists of the disputed claim of Sunoco, L.L.C. in the sum of \$844, 539, and a claim of Internal Revenue Service for \$3,600. Payment to this Class will be made from the remaining proceeds of the sale of the Property after the satisfaction of all costs of sale, and the satisfaction in full, of all claims of Classes 1 through 7 hereinabove. Payment to this Class shall be made within thirty (30) days after the Effective Date. A holder of a Class 8 Claim may agree to less favorable treatment. Class 8 claims are an impaired class under the Plan.

3.9 Class 9, which consists of the membership interests in the Debtor. At the time of the commencement of this case, those interests were owned by Raza Mir, Mahmud Ashfaq and Asad Ali. After the payment of Allowed Claims in Classes 1 through 8 (or the reservation of funds sufficient to pay those claims in full), the holders of the Class 8 Equity Interests shall be paid their proportionate share of the remaining net sale proceeds realized from sale of the Property. It is not anticipated that this Class shall revive any distribution on account of their interests. Class 8 is an impaired class under the Plan.

Article 4:
Execution of Plan

4.1 Funding. The funds necessary to implement the Plan shall be generated from the

sale of the Property. The Debtor has procured a contract for the sale of the Property for the gross sales price of three million dollars (\$3,000,000.00). Upon confirmation of the Plan, sale of the Property free and clear of all liens, claims, encumbrances and interests to the Buyer pursuant to the terms and conditions set forth in the contract shall be deemed approved by the Court, and, upon payment of the Purchase Price at Closing, the Debtor is authorized and directed to sell, convey and transfer the Property to the Buyer free and clear of all liens, claims, encumbrances and interest. No auction sale of the Property is scheduled or will be held. Any party desiring to submit what it considers to be a higher and better bid than the Buyer has made pursuant to the Sale Agreement, may do so provided that an objection by such other interested buyer be accompanied by (a) an executed purchase and sale agreement that is the form of the Contract but with a proposed purchase price that is at least \$100,000 higher than the Purchase Price; (b) a refundable deposit in the amount of 5% of the proposed alternative purchase price; and (c) evidence of an ability to consummate the proposed sale transaction in cash on or before the December 30, 2019.

The sale of the Property pursuant to this Plan, in all respects, shall be deemed a sale pursuant to §§105 and 363 of the Bankruptcy Code, in accordance with and under the provisions of §1123 of the Bankruptcy Code, under a Plan confirmed pursuant to §1129 of the Bankruptcy Code, effectuated pursuant to §1141 of the Bankruptcy Code, and in accordance with §1146 of the Bankruptcy Code. The closing on the sale of the Property shall convey title to the Buyer, free of all liens, claims, encumbrances and interests and without successor liability. The Buyer of the Property shall conclusively be considered to have purchased the Property “in good faith” pursuant to Bankruptcy Code §363(m). All of the proceeds generated from the sale of the Property shall be used to pay creditors in accordance with the Plan.

4.2 Retained Rights and Powers. Upon confirmation of the Plan, the Debtor shall retain all of its rights and powers under the Bankruptcy Code, including, but not limited to, the right to prosecute all Avoidance Actions and other causes of actions and all other rights and powers under §§ 505, 506, 541, 542, 543, 544, 547, 548, 549, 550, and 553 of the Bankruptcy Code. The Debtor does not believe that it has any Avoidance Actions.

4.3 Equity Ownership. All membership interests in the Debtor, as of the Effective Date, shall be retained by the same members and in the same proportions as existed prior to the Petition Date.

4.4 Professionals. Professional persons who perform services after the Confirmation Date shall not be subject to the Administrative Bar Date, and are not required to have their post-confirmation compensation approved by the Court, but shall be required to have their requests for compensation through the Confirmation Date approved by the Court.

4.5 Distributions. Distributions to holders of Allowed Claims shall be made to the (a) address set forth on the respective Proof of Claim filed by each such holder; (b) to the address set forth in any subsequent written notice of change of address filed with the Court and served on the Debtor; or (c) to the address reflected in the Schedules if no Proof of Claim or notice of change of address is filed. A distribution payment that is made within fifteen (15) days of any date specified in this Plan shall be deemed timely.

4.6 The Reorganized Debtor. The reorganized Debtor shall be responsible after the Effective Date for the making and implementation of all business decisions necessary and consistent with consummating the Plan. The reorganized Debtor may designate, elect or appoint one or more members, officers or managers to take actions on behalf of the reorganized Debtor following the Effective Date, and may adopt and implement, and otherwise create,

organizational documents, operating agreements and procedures as it deems necessary and appropriate in accordance with applicable non-bankruptcy law. Until any such designation, Patricia Ward shall serve as the President of the reorganized Debtor.

4.7 Recordation Taxes. Pursuant to §1146(c) of the Bankruptcy Code, the issuance, transfer or exchange of any notes or equity securities under the Plan, sales of the Debtor's assets, the creation of any mortgage, deed of trust or other security interest, the making or assignment of any lease or sublease, or the making or delivery of any deed or other instrument of transfer under, in furtherance of, or in connection with the Plan, including, without limitation, any loan documents or instruments evidencing any credit facility or extension of credit contemplated under the Plan; the sale of all or part of the Property; any contracts for the sale of all or part of the Property entered into prior to plan confirmation, but which do not close until after confirmation; any merger agreements or agreements of consolidation, deeds, bills of sale or assignments executed in connection with any of the transactions contemplated under the Plan; or issuance of equity interests in the reorganized and newly constituted Debtor, shall not be subject to any stamp, real estate transfer (including, without limitation, any agricultural transfer taxes), recapture, mortgage recording or other similar tax.

4.8 Sales Free and Clear of Liens, Claims and Encumbrances. Any sales made pursuant to this Plan, as described above, shall be made free and clear of any liens, claims, or encumbrances including, but not limited to, liens held by the Shore United Bank and Queen Anne's County. The liens of the Shore United Bank and Queen Anne's County, with respect to its lien arising from real property taxes, shall attach to all sale proceeds until their respective claims are paid as further described in Article 3 above.

Article 5

Unexpired Leases and Executory Contracts

5.1 Assumption/Rejection. All unexpired leases and executory contracts, including but not limited to the Fuel Covenant enumerated in paragraph six (6) of the Special Warranty Deed transferring the Property from Southland Oil, LLC to the Debtor, shall be deemed rejected by the Debtor on the Confirmation Date unless (a) assumed by Order of the Court prior to the Confirmation Date, (b) specifically assumed pursuant to the terms of the Plan, or (c) otherwise ordered by the Court.

5.2 Claims Arising From Rejection Prior to the Confirmation Date. Any Claim arising from the rejection of an unexpired lease or executory contract shall be filed with the Court no later than thirty (30) days after the earlier of the entry of a Final Order approving such rejection or the Confirmation Date. If not timely filed, such Claim shall be forever barred. Any Allowed Claim arising from the rejection of an unexpired lease or executory contract shall be deemed a Class 8 General Unsecured Claim.

Article 6:
Administrative Claims Bar Date

All requests for payment of previously unpaid Administrative Claims, including without limitation final applications of professionals for compensation and expense reimbursement for services rendered or expenses incurred on or before the Confirmation Date, shall be filed with the Bankruptcy Court no later than sixty (60) days after the Effective Date (the “Administrative Bar Date”) failing which such unpaid Administrative Claim Claims shall be waived, discharged and forever barred. Any payment made or to be made by the Debtor for services or for costs and expenses in or in connection with this case through the Confirmation Date, or in connection with the Plan and incident to this case, has been approved by, or is subject

to the approval of, the Bankruptcy Court as reasonable.

Article 7
Disputed Claims

7.1 No Distribution Unless Allowed. Notwithstanding any other provision of this Plan, no cash or property shall be distributed under this Plan on account of any Disputed Claim unless and until such claim becomes an Allowed Claim. No pre-petition claims shall be paid by the Debtor outside of the Plan except as otherwise indicated in the Plan.

7.2 Objections to Claims. After the Confirmation Date, unless otherwise ordered by the Court after notice and a hearing, the Debtor shall have the right to make and file objections to Claims and shall serve a copy of each objection upon the holder of such Claim to which the objection is made. Objections to Claims shall be filed within sixty (60) days after the Effective Date. The Debtor shall retain the discretion to litigate such objection to a final determination in the Court or to elect to compromise, settle, or otherwise resolve any such objection subject to approval thereof of the Court.

7.3 The Debtor may, at any time, request that the Court estimate any Disputed Claim pursuant to § 502(c) of the Bankruptcy Code regardless of whether the Debtor has previously objected to such claim, and the Court will retain jurisdiction to estimate any such claims at any time. On or after the Confirmation Date, any claims which have been estimated may subsequently be compromised, settled, withdrawn or otherwise resolved subject to approval by the Court.

7.4 Allowance of Disputed Claims. Proceeds from the sale of the Property which would otherwise be payable to a Secured Claim which may be objected to prior to closing any such sale, if any, (if such objection were found by the Court to be without merit) shall, solely to

the extent of the amount of such Secured Claim that is being disputed in this objection, be held in a separate escrow account by the title company conducting the settlement on the sale of the Property until resolution of such objection. For avoidance of doubt, the sale proceeds which would be payable at closing of a sale of the Property to the holder of a Secured Claim shall be paid to such holder at closing, to the extent of the amount of such Secured Claim is not disputed by any such objection, if any. If, on or after the Effective Date, any Disputed Claim is allowed, the Debtor shall distribute to the holder of such Claim, within a reasonable time not to exceed fourteen (14) days, the amount that such holder would have been entitled to receive under this Plan if such Claim had been an Allowed Claim on the Effective Date without interest or present value adjustment.

Article 8:
Effect Of Confirmation

8.1 Binding Effect. On or after the Confirmation Date, the provisions of this Plan shall bind any holder of a Claim against, or an interest in, the Debtor, whether or not such Claim or interest of such holder is impaired under this Plan and whether such holder has accepted this Plan.

8.2 Discharge. Except as otherwise provided in the Plan or in the Confirmation Order, confirmation of the Plan shall act as a discharge and dismissal effective as of the Effective Date of all Claims against the Debtor that arose at any time before the Confirmation Date.

8.3 Injunction. Except as otherwise provided in the Plan or in the Order of Confirmation, confirmation of the Plan shall also constitute an injunction against any action or proceeding (whether directly, indirectly, derivatively or otherwise) by or on behalf of the holder

of any Claim discharged under Section 8.2 above seeking to collect a Claim from or against the Debtor or the reorganized Debtor in any manner other than as specified in the Plan, so long as the Debtor does not materially default under the Plan.

Article 9:
Default

9.1 Creditors Retain Rights Under 11 U.S.C. § 1112. In the event that the Debtor materially defaults under the Plan, the holder of a Claim may, in addition to all other rights and remedies set forth herein and any other rights and remedies available under applicable law against any guarantors, seek to exercise any and all rights under §1112 of the Bankruptcy Code, including the right to request the Court to convert the Debtor's Chapter 11 bankruptcy case to a case under Chapter 7 of the Bankruptcy Code or to request dismissal of the case in its entirety.

Article 10
Modification Of Plan

10.1 Pre-Confirmation Modification. The Debtor reserves the right, in accordance with the Bankruptcy Code, to amend or modify the Plan or the treatment of any Claim prior to the Confirmation Date.

10.2 Post-Confirmation Modification. After the Confirmation Date, the Debtor may amend or modify the Plan, or any portion thereof applicable to the Debtor-in-Possession, in accordance with § 1127(b) of the Bankruptcy Code, or remedy any defect or omission, or reconcile any inconsistency in the Plan, in such a manner as may be necessary to carry out the purpose and intent of the Plan.

Article 11
Retention Of Jurisdiction

11.1 Pre-Confirmation Jurisdiction. Until the Effective Date, the Court shall retain

jurisdiction over the Debtor and its assets.

11.2 Post-Confirmation Jurisdiction. Notwithstanding the entry of an Order of Confirmation, the Court will retain jurisdiction until final closing of this case to ensure that the purposes and intent of the Plan are carried out. The Debtor reserves the right to reopen the pending bankruptcy case, if closed; however, in the event the Court declines to reopen the bankruptcy case, the Debtor reserves the right to raise all such issues in any proceedings in the Maryland state court with jurisdiction. The Court's jurisdiction shall be over any and all disputes and litigation pending at the Confirmation Date, any controversies that may arise thereafter, and any controversies that may affect the Debtor's ability to effectuate the consummation of the Plan. By way of illustration of the jurisdiction retained by the Court, but not by way of limitation of the same, the Court shall retain jurisdiction in this case for, among other things, the following purposes:

- (a) The classification of the Claim of any creditor and the reexamination of Claims which have been allowed for purposes of voting, and the determination of such objections as may be filed to the Claims of creditors.
- (b) Except to the extent that the Debtor chooses to invoke the jurisdiction of another court, the determination of all causes of action, controversies, disputes and conflicts involving or relating to the Debtor or its assets, arising prior to or after the Confirmation Date, whether or not subject to an action pending as of the Confirmation Date, between the Debtor and any other party or parties.
- (c) The modification of the Plan after confirmation to correct any defect, to cure any omission, or to reconcile any inconsistency in the Plan or in the Order of Confirmation, as may be necessary or otherwise appropriate to carry out and/or clarify the intended purposes of the Plan or the Order of Confirmation, but only as permitted by § 1127 of the Bankruptcy Code.
- (d) The allowance of compensation for pre-confirmation services rendered to the Estate by Professional Persons, pursuant to §330(a) of the Bankruptcy Code, upon application for such compensation.

- (e) The enforcement and interpretation of the terms and conditions of the Plan, including any agreement for satisfaction of an Allowed Claim and all matters with respect to the implementation or enforcement of, or any disputes or alleged defaults with respect to the terms set forth in the Plan.
- (f) The determination of the existence of any liens, encumbrances, or interests of other parties in property of the Estate or the Debtor, and the extent and priority thereof.
- (g) The enforcement of the Claims Injunction and any similar equitable relief with respect to post-confirmation actions against the Debtor and/or property of the Estate.
- (h) To hear and determine all matters concerning local, state and federal taxes in accordance with §§ 346, 505 and 1146 of the Bankruptcy Code.
- (I) Entry of an order concluding and terminating the case.

Article 13:
General Provisions

13.1 General Rules of Interpretation. For purposes of this Plan, the following rules of interpretation apply:

- (a) Except as otherwise provided herein, this Plan shall be construed in conformance with §102 of the Bankruptcy Code. Whenever it is appropriate because of the form or the context, each term whether stated in the masculine, feminine or neuter gender, shall include the masculine, feminine and the neuter gender. Any term used in capitalized form in the Plan that is not defined in the Plan but that is used in the Bankruptcy Code or the Bankruptcy Rules shall have the meaning assigned to such term in the Bankruptcy Code or the Bankruptcy Rules, as the case may be.
- (b) Any reference in the Plan to a contract, instrument, release, or other agreement or document being in a particular form or on particular terms and conditions means that such document shall be substantially in such form or substantially on such terms and conditions. Any reference in the Plan to an existing document or exhibit filed, or to be filed, means such document or exhibit, as it may have been or may be amended, modified or supplemented.
- (c) Captions and headings in articles and sections are inserted for convenience of reference only and are not intended to be a part of or to affect the interpretation of the Plan. Unless otherwise specified, all references in the Plan to sections, articles or exhibits are references to sections, articles and exhibits of or to the Plan.

- (d) All exhibits attached hereto are incorporated into and are a part of the Plan as if fully set forth in the Plan.
- (e) In computing any period of time prescribed or allowed by the Plan, the provisions of Bankruptcy Rule 9006(a) shall apply. Any period of time prescribed or allowed by the Plan may be enlarged or reduced by the Bankruptcy Court in accordance with the provisions of Bankruptcy Rule 9006(b) or (c).

13.2 Payment as Release. The tender of full payment to the holder of an Allowed Claim in any class as provided for under the Plan shall be deemed to effect a settlement, release, and discharge of the Debtor by such holder on behalf of itself and its successors and assigns.

13.3 Post-Confirmation Notices. Any notice required or permitted to be provided under the Plan shall be provided to the Office of the United States Trustee, to any party entitled to notice pursuant to Bankruptcy Rule 2002, and to any party directly affected by the action to be taken. Any notices or requests in connection to this Plan shall be served in writing and shall be served either by hand, first-class mail, postage prepaid, or electronically to:

Office of the U.S. Trustee
Suite 600
6305 Ivy Lane
Greenbelt, MD 20770

Steven H. Greenfeld, Esq.
Cohen Baldinger & Greenfeld, LLC
Suite 103
2600 Tower Oaks Blvd.
Rockville, MD 20850

13.4 Section 1129(b) Election. In order to confirm the Plan and to the extent necessary, the Debtor invokes §1129(b) of the Bankruptcy Code, such that the Plan may be confirmed by the Court as long as the Plan does not discriminate unfairly and is fair and equitable with respect to any Class of Claims or interests that is impaired under and has not accepted the Plan.

13.5 Trustee Fees. All fees payable to the United States Trustee pursuant to 28 U.S.C.

§1930 as determined by the Court on the Confirmation Date, shall be paid on the Effective Date.

All statutory fees which become due after the Confirmation Date, if any, shall constitute

Administrative Claims and be paid when due.

13.6 Governing Law. Except to the extent the Bankruptcy Code, Bankruptcy Rules or other federal law is applicable, the rights and obligations arising under the Plan shall be governed by, and construed and enforced in accordance with the laws of the State of Maryland, without giving effect to the principles of conflicts of law of such jurisdiction.

13.7 Closing Case. When the Plan is fully administered as described in Bankruptcy Rule 3022 and Local Bankruptcy 3022-1, or as otherwise permitted by the Court, the Debtor may move the Court to close this case.

13.8 Further Assurances. The Debtor shall execute such other loan documents and instruments to the Debtor and the Bank deem reasonably necessary to effectuate the terms and purposes of the Plan in accordance with the Bankruptcy Code and the Bankruptcy Rules.

Dated: July 25, 2019

120 CHESTER STATION ROAD L.L.C.

by and through counsel

COHEN BALDINGER & GREENFELD, LLC

By: /s/ Steven H. Greenfeld

Steven H. Greenfeld

Suite 103

2600 Tower Oaks Boulevard

Rockville, MD 20852

(301) 881-8300

Counsel for the Debtor-in-Possession