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6 ASHER INVESTMENT PROPERTIES, LLC

7
8 **UNITED STATES BANKRUPTCY COURT**
9 **CENTRAL DISTRICT OF CALIFORNIA**
10 **LOS ANGELES DIVISION**

11 In re ASHER INVESTMENT PROPERTIES, LLC,)
12 a California Limited Liability Company)

13 Debtor and Debtor-In-Possession)
14)
15)
16)
17)
18)

Case No. 2:14-BK-21172-BR

CHAPTER 11

DEBTOR'S PLAN OF
REORGANIZATION DATED
SEPTEMBER 3, 2014

Plan Confirmation Hearing: To Be Set
Date:

Time:

Ctrm: 1668

19 This plan of reorganization (the "Plan") under Chapter 11 of 11 U.S.C. §§ 101 et seq. (the
20 "Bankruptcy Code") provides for the restructuring of the debts of ASHER INVESTMENT
21 PROPERTIES, LLC (the "Debtor" and, after the Effective Date of the Plan, the "Reorganized
22 Debtor"). If confirmed, the Plan will bind all creditors provided for in the Plan, whether or not
23 they file a proof of claim, accept the Plan, object to confirmation, or have their claims allowed.
24 All Creditors should refer to Articles II-IV of this Plan for the precise treatment of their claims.
25 A disclosure statement (the "Disclosure Statement") that provides additional information will be
26 circulated with this Plan. The Disclosure Statement is explanatory only; the language used in the
27 Plan is binding. **Your rights may be affected. You should read these papers carefully and**
28

1 **discuss them with your attorney, if you have one.**

2 Under § 1123(a)(1)(i) administrative expense claims allowed under § 503(b) and entitled
3 to priority under § 507(a)(2) including the claims of professionals, United States trustee fees, and
4 postpetition domestic support obligations; (ii) involuntary gap period claims under § 507(a)(3);
5 and (iii) priority tax claims under § 507(a)(8) are not classified and are not entitled to vote on
6 confirmation of the Plan.

7 **ARTICLE 1**

8 **DEFINED TERMS AND RULES OF INTERPRETATION**

9 **Defined Terms.** As used herein, capitalized terms shall have the meanings set forth in this
10 Article I or as defined elsewhere in the Plan. Any term that is not otherwise defined herein, but that
11 is used in the Bankruptcy Code or the Bankruptcy Rules, shall have the meaning given to that term
12 in the Bankruptcy Code or the Bankruptcy Rules, as applicable.

13 1.1 **Administrative Claim** means a Claim for costs and expenses of administration of the
14 Chapter 11 Case under sections 503(b) or 507(b) of the Bankruptcy Code, including: (a) any actual
15 and necessary costs and expenses, incurred on or after the Petition Date, of preserving the Estate and
16 operating the businesses of the Debtor; (b) Professional Fee Claims; and (c) claims under section
17 503(b)(9) of the Bankruptcy Code.

18 1.2 **Allowed** means, with respect to any Claim, such Claim or any portion thereof that (a) the
19 Debtor or Reorganized Debtor has assented in writing to the validity, (b) for which a proof of Claim
20 was timely filed and has been allowed by a Final Order, (c) is allowed pursuant to the terms of this
21 Plan, or (d) is allowed by agreement between the Holder of such Claim and the Debtor or
22 Reorganized Debtor.

23 1.3 **Allowed Amount** means the Allowed amount of an Allowed Claim.

24 1.4 **Avoidance Action** means a claim or cause of action of the Estate or of the Debtor in its
25 capacity as debtor in possession, exercising its rights and powers of a trustee, arising out of or
26 maintainable pursuant to section 506(c), 510, 542, 543, 544, 545, 547, 548, 549, 550, 551, 552(b)
27 or 553 of the Bankruptcy Code or under any other similar applicable law, regardless of whether or
28

not such action has been commenced prior to the Effective Date.

1.5 **Bankruptcy Code** means title 11 of the United States Code, as now in effect or hereafter amended to the extent such amendments apply to the Chapter 11 Case.

1.6 **Bankruptcy Court** means the United States Bankruptcy Court for the Central District of California, or any other court with jurisdiction over the Chapter 11 Case.

1.7 **Bankruptcy Rules** means the Federal Rules of Bankruptcy Procedure and the local rules of the Bankruptcy Court, as now in effect or hereafter amended to the extent such amendments apply to the Chapter 11 Cases.

1.8 **Claim** means a "claim" as defined in section 101(5) of the Bankruptcy Code.

1.9 **Class** means a category of Claims or Interests, as described in Article III hereof.

1.10 **Disputed Claim** means (a) a Claim as to which the Plan Proponent has interposed an objection or request for estimation in accordance with the Bankruptcy Code and the Bankruptcy Rules, or any Claim otherwise disputed by the Debtor, the Reorganized Debtor, or other party-in-interest in accordance with applicable law, which objection has not been withdrawn or determined by a Final Order, (b) a Claim scheduled by the Debtor as contingent, unliquidated, or disputed, (c) a Claim which amends a Claim scheduled by the Debtor as contingent, unliquidated, or disputed, (d) a Claim described in the Plan or the Disclosure Statement as disputed, or (e) a Claim prior to its having become an Allowed Claim.

1.11 **Disallowed** means, with respect to any Claim, such Claim or any portion thereof that (a) has been disallowed by an order or judgment of the Bankruptcy Court or other court in which the merits of the Claim were adjudicated pursuant to the Plan, (b) disallowed pursuant to the terms of this Plan, or (c) disallowed by agreement between the Holder of such Claim and the Debtor or Reorganized Debtor.

1.12 **Holder** means a holder of a Claim or Interest, as applicable, or such holder's designee.

1.13 **Reinstated** means (a) leaving unaltered the legal, equitable, and contractual rights to which a Claim entitles the Holder of such Claim so as to leave the Class including such Claim Unimpaired in accordance with section 1124 of the Bankruptcy Code, or (b) notwithstanding any contractual

1 provision or applicable law that entitles the Holder of such Claim to demand or receive accelerated
2 payment of such Claim after the occurrence of a default, (i) curing any such default that occurred
3 before, on or after the Petition Date, other than a default of a kind specified in section 365(b)(2) of
4 the Bankruptcy Code, (ii) reinstating the maturity of such Claim as such maturity existed before such
5 default, (iii) compensating the holder of a Claim for any damages incurred as a result of any
6 reasonable reliance by such holder of a Claim on such contractual provision or such applicable law,
7 and (iv) not otherwise altering the legal, equitable, or contractual rights to which such Claim entitles
8 the Holder of such Claim; provided, however, that any contractual right that does not pertain to the
9 payment when due of principal and interest on the obligation on which such Claim is based,
10 including, but not limited to, financial covenant ratios, negative pledge covenants, covenants or
11 restrictions on merger or consolidation, and affirmative covenants regarding corporate existence,
12 prohibiting certain transactions, change of control or actions contemplated by this Plan, or
13 conditioning such transactions or actions on certain factors, shall not be required to be cured to
14 achieve reinstatement.

15 **1.14 Rules Of Interpretation And Computation Of Time.** For purposes of this Plan, unless
16 otherwise provided herein: (a) whenever from the context it is appropriate, each term, whether stated
17 in the singular or the plural, shall include both the singular and the plural; (b) unless otherwise
18 provided in this Plan, any reference in this Plan to a contract, instrument, release, or other agreement
19 or document being in a particular form or on particular terms and conditions means that such
20 document shall be substantially in such form or substantially on such terms and conditions with any
21 modifications subject to the consent of the Plan Proponent; (c) any reference in this Plan to an
22 existing document or schedule filed or to be filed means such document or schedule, as it may have
23 been or may be amended, modified, or supplemented pursuant to this Plan; (d) any reference to an
24 entity as a Holder of a Claim or Interest includes that entity's successors and assigns, and any
25 reference to an entity in other contexts includes that entity's predecessors; (e) all references in this
26 Plan to Articles and Sections are references to Articles and Sections of or to this Plan, unless
27 otherwise indicated; (f) the words "herein," "hereunder," and "hereto" refer to this Plan in its entirety
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1 rather than to a particular portion of this Plan; (g) captions and headings to Articles and Sections are
2 inserted for convenience of reference only and are not intended to be a part of or to affect the
3 interpretation of this Plan; (h) subject to the provisions of any contract, certificates of incorporation,
4 by-laws, instrument, release, or other agreement or document entered into in connection with this
5 Plan, the rights and obligations arising under this Plan shall be governed by, and construed and
6 enforced in accordance with, federal law, including the Bankruptcy Code and Bankruptcy Rules; (i)
7 the rules of construction set forth in section 102 of the Bankruptcy Code shall apply; (j) in computing
8 any period of time prescribed or allowed by this Plan, the provisions of Bankruptcy Rule 9006(a)
9 shall apply; (k) "including" means "including without limitation;" and (l) with reference to any
10 distribution under this Plan, "on" a date means on or as soon as reasonably practicable after that date.

11 ARTICLE II

12 TREATMENT OF UNCLASSIFIED CLAIMS

13 These claims shall be treated as follows:

14 A. Professional Fees and Other Administrative Claims. Professional fees may only be
15 paid upon application to and approval by the court. The Debtors will pay professional fees in full
16 in cash on the later of (i) the Effective Date or (ii) upon Court order, except to the extent that holder
17 of such claim agrees to other terms. The Debtor has no postpetition domestic support obligations or
18 involuntary gap period claims. The Debtor will pay other claims allowed under § 503(b) and entitled
19 to priority under § 507(a)(2), including United States Trustee fees, in full on the Effective Date
20 (although expenses arising and paid in the ordinary course of Debtor's financial affairs may be paid
21 as due), except to the extent that a holder of these claims agrees to other terms. On the Effective
22 Date, the Debtors shall deposit the sum of \$ (amount to be inserted at the hearing on the adequacy
23 of the Disclosure Statement) _____ into an account earmarked for payment of allowed, but
24 unpaid, administrative claims, including professional fees (the "Administrative Claim Reserve
25 Account"). Such claims shall be paid out of the Administrative Claim Reserve Account within 5
26 business days after the entry of an order allowing such claim. Without limiting the foregoing, the
27 Reorganized Debtor may pay the charges incurred by the Reorganized Debtor on and after the
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Effective Date for any professional's fees, disbursements, expenses or related support services, without application to or approval by the Bankruptcy Court.

B. Priority Tax Claims. On the later of (a) the Effective Date or (b) the date on which a Priority Tax Claim becomes an Allowed Priority Tax Claim, each Holder of an Allowed Priority Tax Claim shall receive, in full and final satisfaction, settlement, release, and discharge of, and in exchange for, such Allowed Priority Tax Claim, in the sole discretion of, prior to the Effective Date, the Plan Proponent or, after the Effective Date, the Reorganized Debtor, (i) Cash equal to the unpaid portion of such Holder's Allowed Priority Tax Claim, (ii) treatment in any other manner such that such Holder's Allowed Priority Tax Claim shall be paid in accordance with the provisions of section 1129(a)(9)(C) of the Bankruptcy Code over a period not ending later than five years from the Petition Date, or (iii) such other treatment as to which the Debtor or the Reorganized Debtor and such Holder shall have agreed upon in writing.

C. Administrative Claims Bar Date. All applications for final compensation of a professional for services rendered and for reimbursement of expenses incurred on or before the Effective Date and all other requests for payment of administrative claims (except only for the claims for statutory fees) shall be filed no later than sixty (60) days after the Effective Date. Any such claim not filed within this deadline shall be forever barred, and holders of administrative claims who are required to file a request for payment of such claims and who do not file such requests by the bar date shall be forever barred from asserting such claims against Debtors, the bankruptcy estate ("Estate"), the Reorganized Debtors, or any of them, and the property thereof.

ARTICLE III

CLASSIFICATION AND TREATMENT OF CLAIMS AND INTERESTS

CLASSES 1(A)-(E):PRIORITY CLAIMS.

These impaired classes include allowed unsecured claims entitled to priority under § 507 (except administrative claims under § 507(a)(2), involuntary gap period claims under § 507(a)(3) and priority tax claims under § 507(a)(8), which are unclassified and treated in Article I). For instructions on voting, see Part 2 of the Disclosure Statement. If any class does not vote to accept

the Plan, then each claim in the non-accepting class will be paid in full on the Effective Date (except to the extent a holder of a claim in the class agrees to other terms). Creditors in Class 1 are treated as follows:

Class 1(a): Unsecured domestic support obligation claims entitled to priority under § 507(a)(1). No such claims were scheduled or filed.

Class 1(b): Wage and commission claims entitled to priority under § 507(a)(4). No such claims were scheduled or filed.

Class 1(c): Employee benefit plan contribution claims entitled to priority under § 507(a)(5). No such claims were scheduled or filed.

Class 1(d): Grain producer and fisherman claims entitled to priority under § 507(a)(6). No such claims were scheduled or filed.

Class 1(e): Consumer deposit claims entitled to priority under § 507(a)(7). No such claims were scheduled or filed.

CLASS 2: UNIMPAIRED SECURED CLAIMS

This class includes claims secured by a lien on property in which Debtors have an interest that is unimpaired under the Plan. All such creditors will maintain their legal, equitable and contractual rights, if any, with respect to the subject property. Creditors in this class are unimpaired and not entitled to vote on the Plan.

Class 2(a): Los Angeles County Tax Collector the ("LATC")

Description of collateral: 249-251 South Beverly Drive, Beverly Hills, CA 90212 (the "Real Property")

Priority of lien: 1st Claims In Class: LATC Secured Claim. The LATC Secured Claim is a Disputed Claim.

Treatment: The secured claim of the LATC is not impaired under this Plan. To the extent, if any, that such claim is due and payable as of, and has not been paid in full prior to, the Effective Date, the LATC shall retain all legal, equitable and contractual rights with respect to the claims to which the LATC is entitled.

1 Voting: Class 2(a) is an Unimpaired Class, and the Holder of the LATC Secured Claim is
2 conclusively deemed to have accepted this Plan pursuant to section 1126(f) of the Bankruptcy Code.
3 Therefore, the Holder of the LATC Secured Claim is not entitled to vote to accept or reject this Plan.

4 **Class 2(b): Israel Discount Bank of New York ("IDB")**

5 Description of collateral: the real property located at 249-251 South Beverly Drive, Beverly
6 Hills, CA 90212 and the other collateral identified in the security agreement entered into between
7 the Debtor and IDB (the "IDB Security Agreement Collateral").

8 Priority of lien: 2nd (1st trust deed) on Real Property and 1st priority on the IDB Security
9 Agreement Collateral.

10 Claims In Class: IDB Secured Claim. The IDB of New York Secured Claim is a Disputed
11 Claim. [IDB has not yet filed its proof of claim. The Debtor does not anticipate objecting to the
12 claim. However, out of prudence, the Debtor is preserving its right to object to such claim when
13 filed.]

14 Treatment: On the Effective Date, the IDB Secured Claim shall be Reinstated. At the
15 election of the Debtor, the IDB Secured Claim shall be Reinstated by either (1) the cure of all
16 defaults that occurred before, on or after the Petition Date and, in full and final satisfaction of the
17 IDB Secured Claim, the payment of Cash in the Allowed Amount of the IDB Secured Claim, or (2)
18 leaving unaltered the legal, equitable, and contractual rights to which the IDB Secured Claim entitles
19 the Holder of the IDB Secured Claim.

20 Voting: Class 2(b) is an Unimpaired Class, and the Holder of the IDB Secured Claim is
21 conclusively deemed to have accepted this Plan pursuant to section 1126(f) of the Bankruptcy Code.
22 Therefore, the Holder of the IDB Secured Claim is not entitled to vote to accept or reject this Plan.

23 **Class 2(c): Garry Itkin and Anna Charno, Trustees of the Itkin Living Trust (the "Itkin**
24 **Trust")**

25 Description of collateral: The real property located at 249-251 South Beverly Drive, Beverly
26 Hills, CA 90212 (the "Real Property") and a purported 50% membership interest in the Debtor.

27 Priority of lien: 3rd (second trust deed) on Real Property
28

1 Claims In Class: Itkin Trust Secured Claim (the "Itkin Secured Claim"). The Itkin Secured
2 Claim is a Disputed Claim.

3 Treatment: On the Effective Date, the Itkin Trust Secured Claim shall be Reinstated. At the
4 election of the Debtor, the Itkin Trust Secured Claim shall be Reinstated by either (1) the cure of all
5 defaults that occurred before, on or after the Petition Date and, in full and final satisfaction of the
6 Itkin Trust Secured Claim, the payment of Cash in the Allowed Amount of the Itkin Trust Secured
7 Claim, or (2) leaving unaltered the legal, equitable, and contractual rights to which the Garry Itkin
8 and Anna Charno, Trustees of the Itkin Trust Secured Claim entitles the Holder of the Itkin Trust
9 Secured Claim. As part of the cure and reinstatement of the Itkin Trust Secured Claim, pursuant to
10 Section 7 of the Membership Interest Purchase Agreement between the Debtor and the Itkin Trust,
11 the Debtor shall pay the Itkin Trust Secured Claim the sum of \$1 to redeem the purported 50%
12 membership interest in the Debtor obtained by the Itkin Trust as further security for the payment of
13 their secured claim.

14 Voting: Class 2(c) is an Unimpaired Class, and the Holder of the Itkin Trust Secured Claim
15 is conclusively deemed to have accepted this Plan pursuant to section 1126(f) of the Bankruptcy
16 Code. Therefore, the Holder of the Itkin Trust Secured Claim is not entitled to vote to accept or
17 reject this Plan.

18 **CLASS 3: GENERAL UNSECURED CLAIMS**

19 Claims In Class: All General Unsecured Claims against the Debtor.

20 Treatment: Each Holder of an Allowed General Unsecured Claim shall receive, in full and
21 final satisfaction of the General Unsecured Claim, Cash in the Allowed Amount of the General
22 Unsecured Claim, payable on the one year anniversary of the Effective Date. The Allowed Amount
23 of a General Unsecured Claim shall include interest from the Petition Date until paid at the rate of
24 5% per annum.

25 Voting: Class 3 is Impaired. Pursuant to section 1126 of the Bankruptcy Code, the Holders
26 of General Unsecured Claims are entitled to vote to accept or reject this Plan.

27 **CLASS 4 - INTERESTS IN THE DEBTOR**

Interests in Class: All actual and claimed interests in the Debtor

Class 4(a): Membership Interest of Yossi Dina

Treatment: Holder of the Membership Interest of Yossi Dina in the Debtor shall have such Interests Reinstated on the Effective Date.

Voting: Class 4(a) is an Unimpaired Class, and the Holder of the Class 4(a) interests in the Debtor is conclusively deemed to have accepted this Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, the Holders of Class 4(a) Interest in the Debtor is not entitled to vote to accept or reject this Plan.

Class 4(b): Asserted Membership Interest of the Itkin Trust

Treatment: Holder of the Itkin Trust's purported 50% Membership Interest in the Debtor shall have such interest Reinstated on the Effective Date by the payment of \$1 to redeem such purported interest concurrently with the payment of the allowed amount of the Itkin Trust Secured Claim pursuant to Section 7 of the Membership Interest Purchase Agreement.

Voting: Class 4(b) is an Unimpaired Class, and the Holder of the Class 4(b) interest in the Debtor is conclusively deemed to have accepted this Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, the Holders of Class 4(b) Interest in the Debtor is not entitled to vote to accept or reject this Plan.

ARTICLE IV

ALLOWANCE AND DISALLOWANCE OF CLAIMS

A. Delayed Distribution on Disputed Claims. No distribution will be made on account of that portion of a claim that is disputed unless it is allowed by final nonappealable order.

B. Settlement of Disputed Claims. The Debtor will have the power and authority to settle and compromise a disputed claim with Court approval and compliance with Rule 9019 of the Bankruptcy Rules unless the amount allowed by the compromise does not exceed \$25,000, in which case no Court approval is necessary.

C. No Distribution of Claim subject to Bankruptcy Rules 3003(c)(2). Pursuant to Bankruptcy Rules 3003(c)(2), no distribution will be made on account of a claim as to which no proof of claim

1 has been filed and the Debtor has scheduled such claim as disputed, contingent, unliquidated or
2 unknown.

3 **ARTICLE V**

4 **EXECUTORY CONTRACTS AND UNEXPIRED LEASES**

5 **A. Executory Contracts and Leases Assumed.** The Debtor, as the landlord, assumes the triple
6 net lease with Ben Jewelry, Inc., as the tenant, for the premises located at 249-251 South Beverly
7 Drive, Beverly Hills, California 90212 (the "BJI Lease") effective upon the Effective Date, and shall
8 perform all obligations thereunder, both preconfirmation and postconfirmation.

9 **B. Executory Contracts and Leases Rejected.** The Debtor is conclusively deemed to have
10 rejected all executory contracts and/or unexpired leases other than the BJI Lease. Claims arising
11 from the rejection of an executory contract or unexpired lease under this section are general
12 unsecured claims in Class 3, except to the extent the Court orders otherwise.

13 **ARTICLE VI**

14 **MEANS OF IMPLEMENTATION**

15 The Plan will be funded through cash available on the date of the Plan confirmation hearing,
16 the sale or refinance of the property located at 249-251 South Beverly Drive, Beverly Hills, CA
17 90212, the Debtor's disposable income from the BJI Lease projected to be \$35,000 per month for
18 the year following confirmation; and/or contributions from member(s).

19 **ARTICLE VII**

20 **DISCHARGE AND OTHER EFFECTS OF CONFIRMATION**

21 **A. Discharge.** Upon completion of all payments under the Plan, the Debtors shall receive a
22 discharge of all preconfirmation debts, whether or not the creditor files a proof of claim, or accepts
23 the Plan, unless the Court orders otherwise. Such discharge will not discharge Debtor from the
24 obligations created by this Plan.

25 **B. Vesting of Property.** On the Effective Date, all property of the estate will vest in the
26 Reorganized Debtors pursuant to § 1141(b), free and clear of all claims and interests except as
27 provided in the Plan.
28

1 **C. Plan Creates New Obligations.** Except as otherwise stated in the Plan, the payments promised
2 in the Plan constitute new contractual obligations that replace those obligations to creditors that
3 existed prior to the Effective Date.

4 **D. Creditor Action Restrained.** Creditors may not take any action to enforce either
5 preconfirmation obligations or obligations due under the Plan, so long as the Debtors are not in
6 material default under the Plan. If the Debtors are in material default under the Plan, affected
7 creditors may: (i) take any action permitted under nonbankruptcy law to enforce the terms of the
8 Plan; or (ii) move to dismiss this case or to convert this case to a chapter 7 bankruptcy case.

9 **E. Material Default Defined.** If Debtors fail to make any payment required under the Plan, or to
10 perform any other obligation required under the Plan for more than 14 days after the time specified
11 in the Plan, the affected creditor may serve upon Debtors and Debtors' attorney (if any) a written
12 notice of default. The Debtors are in material default under the Plan if the Debtors fail within 21 days
13 of the service of such notice of default, plus 3 additional days if served by mail, either: (i) to cure the
14 default or (ii) to obtain from the Court an extension of time to cure the default or a determination that
15 no default occurred.

16 **F. Retention of Jurisdiction.** This Court retains jurisdiction until all Plan payments have been
17 made.

18 ARTICLE VIII

19 GENERAL PROVISIONS

20 **A. Definitions and Rules of Construction.** The definitions and rules of construction set forth in §§
21 101 and 102 of the Bankruptcy Code shall apply when terms defined or construed in the Bankruptcy
22 Code are used in the Plan.

23 **B. Effective Date of Plan.** The Effective Date of the Plan is the second Business Day after entry of
24 a confirmation order on which no stay of such confirmation order is in effect, provided that the
25 confirmation order has not been vacated.

26 **C. Cramdown.** Debtors reserve the right to seek confirmation of the Plan notwithstanding the
27 rejection of the Plan by one or more classes of creditors, pursuant to § 1129(b).

28 **D. Binding Effect.** The rights and obligations of any entity named or referred to in this Plan will be

1 binding upon and will inure to the benefit of the successors or assigns of such entity.

2 **E. Captions.** The headings contained in this Plan are for convenience of reference only and do not
3 affect the meaning or interpretation of the Plan.

4 **F. Controlling Effect.** Unless a rule of law or procedure is supplied by federal law (including the
5 Bankruptcy Code or Bankruptcy Rules), the laws of the State of California govern the Plan and any
6 agreements, documents, and instruments executed in connection with the Plan, except as otherwise
7 provided in this Plan.

8 **G. Final Decree.** Pursuant to Bankruptcy Rules 3022, a Final Decree may not be entered until a
9 bankruptcy case is fully administered. The Court may, however, allow a Final Decree to be entered
10 at an earlier date if requested in Miscellaneous Provisions (below), or for cause shown.

11 **H. Modification.** Debtors reserve the right to amend or modify this Plan pursuant to section 1127
12 of the Code and the applicable Bankruptcy Rules.

13 **I. No Liability for Solicitation or Participation.** As specified in section 1125(e) of the Code,
14 persons and entities that solicit acceptances or rejections of the Plan, in good faith and in compliance
15 with the applicable provisions of the Code, are not liable, on account of such solicitation or
16 participation, for violation of any applicable law, rule or regulation governing the solicitation of
17 acceptances or rejections of the Plan.

18 **J. Limitation of Liability.** Neither Debtors nor any of their respective employees, members,
19 agents, affiliates, or representatives, nor any professionals employed by any of them, shall have or
20 incur any liability for any act taken or omission made in good faith in connection with or related to
21 formulating, implementing, confirming or consummating the Plan, or any contract, instrument,
22 release, or other agreement or document created in connection with the Plan.

23 **K. Section 346 Injunction.** In accordance with section 346 of the Code, for purposes of any state
24 or local law imposing a tax, income will not be realized by the Estate or Debtor by reason of the
25 forgiveness of indebtedness resulting from the Case. As a result, each state or local taxing authority
26 is permanently enjoined and restrained, after the confirmation date, from commencing, continuing
27 or taking any act to impose, collect or recover in any manner any tax against any Debtor, arising by
28 reason of the forgiveness or discharge of indebtedness under the Plan.

1 **L. Section 1146(c) Protection.** The transfer of any property of the Estate incident to this Plan, shall
2 be exempt from any law imposing a transfer tax, stamp tax or similar tax, whether or not such
3 transfer occurred on, before or after the Effective Date.

4 **M. Provisions Severable.** Should any provision in this Plan be determined to be unenforceable,
5 such determination shall in no way limit or affect the enforceability and operative effect of any or
6 all other provisions of this Plan.

7 **N. Payment.** Whenever any payment or distribution to be made under this Plan shall be due on a
8 day other than a Business Day (defined as any day except Saturday, Sunday or any other day on
9 which the law authorizes commercial banks in Los Angeles, California, to close), such payment or
10 distribution shall instead be made, without interest, on the immediately following Business Day.
11 Whenever payment of a fraction of a cent would otherwise be called for, the actual payment shall
12 reflect a rounding of such fraction down to the nearest whole cent.

13 **O. Statutory Fees.** All post-confirmation statutory fees will be paid by the Reorganized Debtors
14 until the case is either converted, dismissed, or a final decree is entered, whichever occurs first.

15 **P. Tax Withholding.** The Reorganized Debtor may withhold from any distribution under the Plan
16 any property that it determines must be withheld for taxes payable by the person or entity entitled
17 to such property to the extent required by applicable law.

18 **Q. Unclaimed Distributions.** If the holder of an allowed claim fails to negotiate a check issued
19 to such creditor within 60 days after such check was mailed to the holder's last known address, then
20 the amount of such distribution shall be deemed to be an Unclaimed Distribution, the payee of such
21 check shall have no further right thereto or to the amount represented, and all right, title and interest
22 in the Unclaimed Distribution shall vest in the Reorganized Debtor.

23 Respectfully submitted,

24 Dated: September 3, 2014

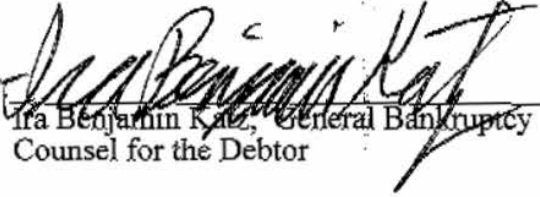
ASHER INVESTMENT PROPERTIES, LLC

25 On September 3, 2014, *Michelle Romanoff* translated this Debtor's Plan of Reorganization Dated
26 September 3, 2014 (the "Plan") in its entirety for me from English into Hebrew. I understood the
translated Plan before signing this page.

27 By: 
28 YOSSEI DINA, MANAGER

1 Dated: September 3, 2014

2 GERSHUNI & KATZ, A Law Corporation

3 By 
4 Ira Benjamin Katz, General Bankruptcy
5 Counsel for the Debtor

PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is:

1901 Avenue of the Stars, Suite 300, Los Angeles, CA 90067

A true and correct copy of the foregoing document entitled (*specify*): **DEBTOR'S PLAN OF REORGANIZATION DATED SEPTEMBER 3, 2014** was served (**a**) on the judge in chambers in the form and manner required by LBR 5005-2(d); and (**b**) in the manner stated below:

1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF): Pursuant to controlling General Orders and LBR, the foregoing document will be served by the court via NEF and hyperlink to the document. On 9/3/14, I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below:

Michael F Frank mfrankatty@aol.com
Andrew Haley ahaley@gpfm.com, kbarone@gpfm.com
Ira Benjamin Katz IKatz@GershuniKatz.com
Seth H Lieberman slieberman@pryorcashman.com
Ron Maroko ron.maroko@usdoj.gov
Andrew S Pauly apauly@gpfm.com, lburns@gpfm.com
United States Trustee (LA) ustpreion16.la.ecf@usdoj.gov

☐ Service information continued on attached page

2. SERVED BY UNITED STATES MAIL:

On 9/4/14, I served the following persons and/or entities at the last known addresses in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States mail, first class, postage prepaid, and addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

Honorable Barry Russell
United States Bankruptcy Court
Central District of California
Edward R. Roybal Federal Building and Courthouse
255 E. Temple Street, Suite 1660 / Courtroom 1668
Los Angeles, CA 90012

☒ Service information continued on attached page

3. SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR EMAIL (state method for each person or entity served): Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on _____, I served the following persons and/or entities by personal delivery, overnight mail service, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows. Listing the judge here constitutes a declaration that personal delivery on, or overnight mail to, the judge will be completed no later than 24 hours after the document is filed.

☐ Service information continued on attached page

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

9/4/2014
Date

Ashleigh B. Acker
Printed Name

/s/ Ashleigh B. Acker
Signature