

**Williams, Louis**

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**From:** Edson, Andrew G.  
**Sent:** Monday, June 27, 2022 5:31 PM  
**To:** Reese Baker; Ehab Ahmed  
**Cc:** Allison Byman  
**Subject:** Samurai Martial Sports - Notice of Plan Defaults  
**Attachments:** Samurai - Notice of Default Under Plan.pdf

All: please see attached for the notice letter regarding this bankruptcy case. The notice letter is also being sent via certified mail, return receipt requested.

Best,  
Andrew

**Andrew G. Edson**

Member

**Clark Hill**

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June 27, 2022

**VIA EMAIL AND CERTIFIED MAIL, RETURN RECEIPT REQUESTED 92147969009997901643655893**

Samurai Martial Sports, Inc.  
Attn: Ehab Ahmed  
12500 Oxford Park Drive  
Houston, TX 77082  
[ehabkarate@yahoo.com](mailto:ehabkarate@yahoo.com)

**VIA EMAIL AND CERTIFIED MAIL, RETURN RECEIPT REQUESTED 92147969009997901643655947**

Reese Baker  
Baker & Associates LLP  
950 Echo Lane, Suite 300  
Houston, TX 77024  
[reese.baker@bakerassociates.net](mailto:reese.baker@bakerassociates.net)

**VIA EMAIL**

Allison Byman  
Chapter 7 Trustee  
Byman & Associates PLLC  
7924 Broadway, Suite 104  
Pearland, TX 77581  
[adb@bymanlaw.com](mailto:adb@bymanlaw.com)

Re: Notice of Monetary Default under the Confirmed Chapter 11 Plan, *In re Samurai Martial Sports, Inc.*, Case No. 21-32250 as to BankUnited, N.A.

Dear Mr. Ahmed and Mr. Baker:

As you know, this firm represents BankUnited, N.A. in the above-referenced bankruptcy case. Pursuant to the confirmed Chapter 11 Plan (the "Plan") for Samurai Martial Sports, Inc. (the "Debtor"), BankUnited holds an allowed Class 6 claim.

On May 16, 2022, Ms. Byman, as the appointed Chapter 7 Trustee (the "Trustee") sent an email notice to Mr. Baker, as counsel for the Debtor, notifying Mr. Baker that the Debtor owed \$100 to BankUnited for incomplete Plan payments due in April and May, 2022, representing an underpayment of \$50 for each monthly payment (the "First Default"). As of the date of this letter, the Debtor has not cured the First Default that is owed to BankUnited.

On June 15, 2022, the Trustee sent an email notice to Mr. Baker, notifying him that she had not received the June Plan payments due to her, and that she would be filing a Notice of Default on the docket. That Notice of Default was filed on June 16, 2022. As of the date of this letter, and

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## Exhibit 5

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upon information and belief, the Debtor has not made its required Plan payments to the Trustee for June, and thus is also in default to BankUnited (the "Second Default").

BankUnited submits this notice of monetary default as to the First Default and Second Default pursuant to the Plan. If the Debtor does not timely cure the First Default and the Second Default, then BankUnited will pursue its available rights and remedies afforded it under the loan documents between it and the Debtor and under the Plan.

Sincerely,

CLARK HILL



Andrew G. Edson

AGE: