

**UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF FLORIDA
JACKSONVILLE DIVISION**
www.flmb.uscourts.gov

In re:

Case No. 3:13-bk-04103-JAF

ABERDEEN LAND II, LLC,

Chapter 11

Debtor.

**SECOND AMENDED DISCLOSURE STATEMENT FOR SECOND AMENDED
PLAN OF REORGANIZATION OF THE DEBTOR
PURSUANT TO CHAPTER 11 OF THE UNITED STATES BANKRUPTCY CODE**

Respectfully Submitted,

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Jacksonville, Florida

Dated as of October 11, 2013

THIS SECOND AMENDED DISCLOSURE STATEMENT (THE “DISCLOSURE STATEMENT”) MAY NOT BE RELIED ON FOR ANY PURPOSE OTHER THAN TO DETERMINE HOW TO VOTE ON THE DEBTOR’S SECOND AMENDED PLAN OF REORGANIZATION UNDER CHAPTER 11 OF TITLE 11, UNITED STATES CODE DATED AS OF OCTOBER 11, 2013 (AS AMENDED FROM TIME TO TIME, THE “PLAN”), AND NOTHING CONTAINED HEREIN SHALL CONSTITUTE AN ADMISSION OF ANY FACT OR LIABILITY BY ANY PARTY, OR BE ADMISSIBLE IN ANY PROCEEDING INVOLVING THE DEBTOR OR ANY OTHER PARTY, OR BE DEEMED CONCLUSIVE ADVICE ON THE TAX OR SECURITIES LAWS OR OTHER LEGAL EFFECTS OF THE PLAN ON HOLDERS OF CLAIMS AGAINST OR EQUITY INTERESTS IN THE DEBTOR. ANY CREDITOR OR OTHER PARTY BUYING OR SELLING A CLAIM BASED ON THE INFORMATION CONTAINED HEREIN, INCLUDING ANY EXHIBIT ATTACHED HERETO DOES SO AT ITS OWN RISK.

ALL CREDITORS AND HOLDERS OF EQUITY INTERESTS THAT ARE ENTITLED TO VOTE ON THE PLAN ARE ENCOURAGED TO READ AND CAREFULLY CONSIDER THE ENTIRE DISCLOSURE STATEMENT FURNISHED TO THEM AND THE MATTERS DESCRIBED IN THIS DISCLOSURE STATEMENT, PRIOR TO SUBMITTING A BALLOT RESPECTIVELY, PURSUANT TO THIS SOLICITATION. THE DESCRIPTION OF THE PLAN CONTAINED IN THIS DISCLOSURE STATEMENT IS INTENDED AS A SUMMARY ONLY AND IS QUALIFIED IN ITS ENTIRETY BY REFERENCE TO THE PLAN THEMSELVES. EACH CREDITOR AND HOLDER OF AN EQUITY INTEREST SHOULD READ, CONSIDER AND CAREFULLY ANALYZE THE TERMS AND PROVISIONS OF THE PLAN.

THE PLAN PROPOSES EXCULPATION FROM LIABILITY AS TO THE DEBTOR AND VARIOUS NON-DEBTOR PARTIES FOR CERTAIN POSTPETITION ACTIONS IN CONNECTION WITH THE BANKRUPTCY CASE, WHICH PROVISIONS WOULD ENJOIN THE DEBTOR, HOLDERS OF CLAIMS, PARTIES IN INTEREST AND HOLDERS OF EQUITY INTERESTS FROM PURSUING CERTAIN ACTIONS AGAINST SUCH PARTIES EXCEPT AS OTHERWISE PROVIDED IN THE PLAN. ALL CREDITORS, HOLDERS OF EQUITY INTERESTS AND OTHER PARTIES IN INTEREST ARE URGED TO READ CAREFULLY THOSE PROVISIONS OF THE PLAN ON EXCULPATION FROM LIABILITY WHICH ARE SUMMARIZED IN THIS DISCLOSURE STATEMENT.

NO PERSON IS AUTHORIZED BY THE DEBTOR IN CONNECTION WITH THE PLAN OR THE SOLICITATION OF ACCEPTANCES OF THE PLAN TO GIVE ANY INFORMATION OR TO MAKE ANY REPRESENTATION OTHER THAN AS CONTAINED IN THIS DISCLOSURE STATEMENT AND THE EXHIBITS ATTACHED HERETO OR INCORPORATED BY REFERENCE OR REFERRED TO HEREIN AND, IF GIVEN OR MADE, SUCH INFORMATION OR REPRESENTATION MAY NOT BE RELIED UPON AS HAVING BEEN AUTHORIZED BY THE DEBTOR. SUCH ADDITIONAL REPRESENTATIONS SHOULD BE REPORTED TO COUNSEL FOR THE DEBTOR, WHO IN TURN SHALL DELIVER SUCH INFORMATION TO THE

BANKRUPTCY COURT FOR ACTION AS MAY BE DEEMED APPROPRIATE. THE DELIVERY OF THIS DISCLOSURE STATEMENT WILL NOT UNDER ANY CIRCUMSTANCES IMPLY THAT THE INFORMATION HEREIN IS CORRECT AS OF ANY TIME SUBSEQUENT TO THE DATE HEREOF. THIS DISCLOSURE STATEMENT IS DATED AS OF OCTOBER 11, 2013, AND CREDITORS AND HOLDERS OF EQUITY INTERESTS ARE ENCOURAGED TO REVIEW THE DOCKET IN THE BANKRUPTCY CASE IN ORDER TO APPRISE THEMSELVES OF EVENTS WHICH OCCUR BETWEEN THE DATE OF THIS DISCLOSURE STATEMENT AND THE DATE OF THE CONFIRMATION HEARING.

NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, UNLESS OTHERWISE STATED, ALL STATEMENTS IN THIS DISCLOSURE STATEMENT AND IN THE PLAN CONCERNING THE DEBTOR'S BUSINESS, THE PAST OR PRESENT FINANCIAL CONDITION OF THE DEBTOR, THE PROJECTIONS FOR THE REORGANIZED DEBTOR'S OPERATIONS, TRANSACTIONS TO WHICH THE DEBTOR WAS OR IS A PARTY, OR THE EFFECT OF CONFIRMATION OF THE PLAN ON HOLDERS OF CLAIMS AGAINST AND EQUITY INTERESTS IN THE DEBTOR ARE ATTRIBUTABLE EXCLUSIVELY TO THE DEBTOR AND NOT TO ANY OTHER PARTY. NONE OF THE ATTORNEYS, ACCOUNTANTS, OR OTHER PROFESSIONALS RETAINED BY THE DEBTOR MAKES ANY REPRESENTATIONS CONCERNING SUCH INFORMATION.

THE DEBTOR HAS ATTEMPTED TO PRESENT THE INFORMATION CONTAINED IN THIS DISCLOSURE STATEMENT ACCURATELY AND FAIRLY. THE ASSUMPTIONS UNDERLYING THE ANTICIPATION OF FUTURE EVENTS CONTAINED IN THIS DISCLOSURE STATEMENT REPRESENT AN ESTIMATE BY THE DEBTOR, BUT BECAUSE THESE ARE ONLY ASSUMPTIONS OR PREDICTIONS OF FUTURE EVENTS (MOST OF WHICH ARE BEYOND THE DEBTOR'S CONTROL), THERE CAN BE NO ASSURANCE THAT THE EVENTS WILL OCCUR.

IN THE EVENT THAT ANY IMPAIRED CLASS OF CLAIMS OR EQUITY INTERESTS VOTES TO REJECT THE PLAN, (1) THE DEBTOR MAY ALSO SEEK TO SATISFY THE REQUIREMENTS FOR CONFIRMATION OF THE PLAN WITH RESPECT TO THAT CLASS UNDER THE BANKRUPTCY CODE'S "CRAMDOWN" PROVISIONS AND, IF REQUIRED, MAY AMEND THE PLAN TO CONFORM TO SUCH REQUIREMENTS, OR (2) THE PLAN MAY BE OTHERWISE MODIFIED OR WITHDRAWN.

THE REQUIREMENTS FOR CONFIRMATION, INCLUDING THE VOTE OF IMPAIRED CLASSES OF CLAIMS AND EQUITY INTERESTS TO ACCEPT THE PLAN AND CERTAIN OF THE STATUTORY FINDINGS THAT MUST BE MADE BY THE BANKRUPTCY COURT, ARE SET FORTH IN THIS DISCLOSURE STATEMENT.

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Exhibit 1- Plan of Reorganization

Exhibit 2- BBX Plan Support Agreement

Exhibit 3- Description of the Aberdeen Lots

Exhibit 4- Description of the Aberdeen Wood Lots

Exhibit 5- Financial Projections

I. INTRODUCTION AND SUMMARY

A. Overview

Aberdeen Land II, LLC (“Aberdeen” or the “Debtor” and, on and after the Effective Date, the “Reorganized Debtor”), by and through its undersigned counsel, submits this First Amended Disclosure Statement (the “Disclosure Statement”) pursuant to Section 1125 of Title 11 of the United States Code, 11 U.S.C. §§ 101, *et al* (the “Bankruptcy Code”) for use in connection with the solicitation of votes by the Debtor of its Second Amended Plan of Reorganization, dated as of October 11, 2013, being filed contemporaneously herewith and attached hereto as **Exhibit 1** (the “Plan”). The following introduction and summary is a general overview only and is qualified in its entirety by, and should be read in conjunction with, the more detailed discussions, information and financial statements and notes thereto appearing elsewhere in this Disclosure Statement and the Plan. All capitalized terms not defined in this Disclosure Statement have the meanings given to them in the Plan.

This Disclosure Statement sets forth certain information regarding the Debtor’s pre-petition operating and financial history, the need to seek Chapter 11 protection, significant events that have occurred during the Bankruptcy Case, and the anticipated reorganization and operation of the Reorganized Debtor. This Disclosure Statement also describes terms and provisions of the Plan, including certain alternatives to the Plan, certain effects of confirmation of the Plan, certain risk factors associated with the Plan, and the manner in which distributions will be made under the Plan. In addition, this Disclosure Statement discusses the confirmation process and the voting procedures that holders of Claims in Impaired Classes must follow for their votes to be counted. Certain provisions of the Plan, and thus the descriptions and summaries contained herein, may be the subject of continuing negotiations among the Debtor and various parties, may not have been finally agreed upon, and may be modified.

The Debtor is a proponent of its Plan within the meaning of Section 1129 of the Bankruptcy Code. The Plan contains separate Classes and proposes recoveries for holders of Claims against and Equity Interests in the Debtor. After careful review of the Plan, current business operations, estimated recoveries in a liquidation scenario, and the prospects of ongoing business, the Debtor has concluded that its business and assets have significant value that would not be realized in a liquidation scenario and, as a result, the recovery to the Creditors will be maximized by a reorganization of the Debtor, as contemplated by the Plan. Therefore, the Debtor recommends that you vote in favor of the Plan.

B. Rules of Interpretation

The following rules for interpretation and construction shall apply to the Disclosure Statement: (1) whenever from the context it is appropriate, each term, whether stated in the singular or the plural, shall include both the singular and the plural, and pronouns stated in the masculine, feminine, or neuter gender shall include the masculine, feminine, and the neuter gender; (2) unless otherwise specified, any reference in the Disclosure Statement to a contract, instrument, release, indenture, 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; (3) unless otherwise specified, any reference in the Disclosure Statement to an existing document, schedule, exhibit, statute, regulation, order, rule of the court, or the like, shall mean such document, schedule, or exhibit, as it may have been or may be amended, modified, or supplemented from time to time; (4) any reference to an entity as a holder of a Claim or Equity Interest includes that entity's successors and assigns; (5) unless otherwise specified, all references in the Disclosure Statement to Articles and Exhibits are references to Articles and Exhibits of the Disclosure Statement; (6) the words "herein," "hereof," and "hereto" shall refer to the Disclosure Statement in its entirety rather than to a particular portion of the Disclosure Statement; (7) captions and headings to Articles are inserted for convenience of reference only and are not intended to be a part of or to affect the interpretation of the Disclosure Statement; (8) unless otherwise set forth in the Disclosure Statement, the rules of construction set forth in Section 102 of the Bankruptcy Code shall apply; (9) in computing any period of time prescribed or allowed, the provisions of Bankruptcy Rule 9006(a) shall apply, and if the date on which a transaction may occur pursuant to the Disclosure Statement shall occur on a day that is not a Business Day, then such transaction shall instead occur on the next succeeding Business Day; and (10) unless otherwise specified, all references in the Disclosure Statement to monetary figures shall refer to currency of the United States of America.

II. PURPOSE OF THIS DISCLOSURE STATEMENT

The purpose of this Disclosure Statement is to provide the Holders of Claims and Equity Interests with adequate information to make an informed judgment about the Plan. This information includes, among other things, (a) the procedures for voting on the Plan, (b) a summary of each of the Plan filed and an explanation of how the Plan will function, including the means of implementing and funding the Plan, (c) the events leading to the filing of the Bankruptcy Case, (d) general information about the businesses, properties, and operations of the Debtor, (e) projections for the Debtor's future operations, and (f) a summary of significant events which have occurred to date in the Bankruptcy Case.

This Disclosure Statement contains important information about the Plan and considerations pertinent to a vote for or against the Confirmation of the Plan. All Holders of Claims and Equity Interests are encouraged to review carefully this Disclosure Statement.

Unless otherwise defined herein, all capitalized terms used in this Disclosure Statement have the meanings ascribed to them in the Plan. Any term used in the Plan or herein that is not defined in the Plan or herein and that is used in the Bankruptcy Code or the Bankruptcy Rules has the meaning assigned to that term in the Bankruptcy Code or the Bankruptcy Rules, as the case may be. If there is any conflict between the definitions contained in this Disclosure Statement and the definitions contained in the Plan, the definitions contained in the Plan shall control.

A. Summary of Treatment of Claims and Equity Interests under the Plan

The obligations and distributions made under the Plan are in full and final settlement, release and compromise of any and all Claims against and Equity Interests in the Debtor. Except as otherwise provided by or permitted in the Plan, the Debtor shall continue to exist as a separate

legal entity.

The Plan contains separate classes for holders of Claims against, and Equity Interests in, the Debtor. As required by the Bankruptcy Code, Administrative Claims, Priority Tax Claims and United States Trustee fees are not classified. The classification and treatment for all Classes are described in more detail in each individual Plan.

For a description of the Plan and various risks and other factors pertaining to the Plan as it relates to holders of claims against, and interests in the Debtor, please see the "Summary of the Plan of Reorganization" and "Certain Risk Factors To Be Considered," sections of this Disclosure Statement.

B. General Voting Procedures, Ballots, and Voting Deadline

Accompanying this Disclosure Statement are the following (1) Order Approving Disclosure Statement and Fixing Time For Filing Acceptances Or Rejections Of Plan, Combined With Notice Thereof (the "Disclosure Statement Approval Order"); (2) if you are entitled to vote, one or more Ballots (and return envelopes) to be used by you in voting to accept or to reject the Plan; and (3) a copy of the Plan.

After carefully reviewing the Plan, this Disclosure Statement and (if you are entitled to vote) the detailed instructions accompanying your Ballot, please indicate your acceptance or rejection of the Plan by checking the appropriate box on the enclosed Ballot. Please complete and sign your original Ballot (copies will not be accepted) and return it to the address set forth below. You must provide all of the information requested by the appropriate Ballot. Failure to do so may result in the disqualification of your vote on such Ballot. Each Ballot has been coded to reflect the Class of Claims it represents. Accordingly, in voting to accept or reject the Plan, you must use only the coded Ballot or Ballots sent to you with this Disclosure Statement.

Pursuant to the Disclosure Statement Approval Order, the Bankruptcy Court has set _____-----2013 at 5:00 p.m. (prevailing Eastern Time)(the "Voting Deadline") as the deadline to file Ballots in respect of the Plan.

All Ballots must be returned either by regular mail, hand delivery or overnight delivery by the Voting Deadline to:

**Genovese Joblove & Battista, P.A.
200 East Broward Boulevard, Suite 1110
Ft. Lauderdale, FL 33301
c/o Mariaelena Gayo-Guitian, Esq.**

Ballots may also be returned on or prior to the Voting Deadline by facsimile at 954-453-8010 Attn: Ms. Mariaelena Gayo-Guitian, or via email to mguitian@gjb-law.com.

Ballots received after the voting deadline will not be counted. Ballots should not be delivered directly to the Debtor or the Office of the United States Trustee, or filed with the

Bankruptcy Court.

Questions About Voting Procedures: (1) If you have any questions about (a) the procedure for voting your Claim, (b) the packet of materials that you have received, or (c) the amount of your Claim; or (2) you wish to obtain an additional copy of the Plan, this Disclosure Statement, or any exhibits to such documents please contact:

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C. Confirmation Hearing and Deadline for Objections to Confirmation

Pursuant to Section 1128 of the Bankruptcy Code and Federal Rule of Bankruptcy Procedure 3017(c), the Bankruptcy Court has scheduled an evidentiary hearing to consider confirmation of the Plan to begin on _____-----2013 at 9:30 a.m. (prevailing Eastern Time) **before the Honorable Jerry A. Funk, United States Bankruptcy Judge, at the United States Bankruptcy Court for the Middle District of Florida (Jacksonville Division), 300 North Hogan Street, Courtroom 4D, Jacksonville, Florida 32202** (the "Confirmation Hearing").

The Confirmation Hearing may be adjourned from time to time by the Bankruptcy Court without further notice except for the announcement of the adjournment date made at the Confirmation Hearing or at any subsequent adjourned Confirmation Hearing. The Bankruptcy Court has directed that objections, if any, to confirmation of the Plan be filed with the Clerk of the Bankruptcy Court and served so that they are **ACTUALLY RECEIVED** on or before _____-2013 (prevailing Eastern Time) on: (i) Paul J. Battista, Esq., Genovese Joblove & Battista, P.A., 100 S.E. Second Street, 44th Floor, Miami, Florida 33131, and (ii) (ii) Miriam G. Suarez, Trial Attorney, Region 21, Office of the United States Trustee, George C. Young Federal Building, 400 West Washington Street, Suite 1100, Orlando, Florida 32801.

III. BACKGROUND REGARDING THE DEBTOR

The following sections of this Disclosure Statement provide a brief overview of the Debtor's corporate history, key aspects of the Debtor's business operations, a summary of the Debtor's current capital structure and the events precipitating the filing of the Bankruptcy Case.

A. Corporate History

The Debtor is a Delaware limited liability company whose sole member is Aberdeen Portfolio, LLC. The Debtor holds title to various parcels of undeveloped real property within

the Aberdeen Development, as more fully described below.

B. Project Overview.

1. Aberdeen Development

The Debtor in this Bankruptcy Case owns land in, and operates and/or is otherwise affiliated with, the fully integrated, high quality master-planned residential community known as “Aberdeen” (the “Development”) located in Northwest St. Johns County just west of Durbin Crossing. The Development is just minutes to Interstate 95 and I-295 with easy access to shopping centers, restaurants, schools and recreational venues found in downtown Jacksonville, Orange Park and historic St. Augustine. The Development comprises +/- 1,316 acres nestled around large wetland conservation area. The Development is entitled for 1,623 single family units, 395 multi-family units, 70,000 square feet of commercial, office and recreational facilities. Additionally, the Development includes 501 acres of on-site upland and wetland conservation, and 68 acres of lakes. The Development is estimated to be completed in 2022. Aberdeen is vested by the State of Florida as a Development of Regional Impact. Aberdeen Development, LLC, a Florida limited liability company, began assembling the various properties that today comprise the Development. In 2005 and 2006 Aberdeen sold its first units. Since then, in excess of 500 residential units or lots have been sold in the Development.

Some of region's finest builders in Aberdeen include D.R. Horton, Rosewood Homes, Watson Custom Home Builders and Woodside Communities of North Florida. The homes range from stylish townhomes to beautifully designed single-family homes, all located in uniquely individual communities. Aberdeen features an impressive selection of standard and Designer Series floor plans with six distinct neighborhoods: Castlegate, Greenstone, Highland Point, Stirling Bridge, Stonehaven and Sutherland Forest. Within each of these neighborhoods are several unique villages of varying housing products offering a wide range of price points including, but not limited to, custom built luxury homes, single family homes, coach homes, villa homes and attached-villa residences. In total, there are 540 fully constructed and existing homes, including single family homes, coach homes and carriage homes in different communities within the Development. In addition, there is completed infrastructure for an additional platted 500 units of both single family home sites and multifamily units within a variety of villages.

Specifically, the Debtor owns 912 undeveloped single family and multifamily residential lots in the Aberdeen Development, as well as 28.1 +/- acres of property which is zoned for the development of commercial and/or office space.

2. Aberdeen's Amenities.

(i) The Resident Center.

Aberdeen contains substantial operating amenities which are enjoyed by the homeowners. The centerpiece of the community is a thoughtfully planned Resident Center featuring a clubhouse, a state-of-the-art health and fitness center and a resort-style multi-pool

swimming facility. In addition the community offers outdoors enthusiasts scenic walking trails, a basketball court, a children's playground, and a community picnic area.

(ii) **Sports Park**

Aberdeen has a sports park with lighted softball and soccer fields.

3. The Debtor's Senior Management.

The Debtor's senior management team and their professional experience are as follows:

- a. **Stephen T. Clark, Chairman.** Stephen T. Clark is the Chairman at Cypress Real Estate Advisors. Prior to founding Cypress in 1995, Mr. Clark was a Managing Director at Harvard Private Capital Group, a subsidiary of Harvard Management Company, where he directed the group responsible for all real estate investment activities. Before joining Harvard in 1991, Mr. Clark was a partner with an affiliate of Harvard Management Company in Clark-Pilgrim Limited Partnership. From 1982 through 1989, Mr. Clark was employed by the Trammell Crow Company, where he was the partner in charge of Philadelphia commercial activities at the time of his departure. Mr. Clark received his undergraduate degree in Management Science from Duke University in 1976 and a Masters in Business Administration from Harvard Business School in 1981. He is currently serving as Chairman of the Board of Austin Achieve Public Schools.
- b. **M. Timothy Clark, President.** M. Timothy Clark is a Partner (President) of Cypress and is responsible for supervising investment and acquisition analysis and for the coordination of the firm's development activities. Before joining Cypress at its founding in 1995, he was President of Helios Property Company, a developer and owner of residential, golf course and industrial properties. Prior to that, Mr. Clark was a Manager at Andersen Consulting in its Financial Services division. Mr. Clark received his undergraduate degree in Accounting from the University of Florida and a Masters in Business Administration from The Wharton School of the University of Pennsylvania. Mr. Clark is currently a member of the Executive Council for The University of Texas' Real Estate Finance and Investment Center and the Advisory Board for the University of Florida's Bergstrom Center for Real Estate Studies. He has previously served on the Board of Directors for the Real Estate Council of Austin and the Board of Directors for Scenic Austin, the local chapter of Scenic Texas, Inc.
- c. **Brent D. Heath, Vice President, Treasurer and Secretary.** Brent D. Heath is the Vice President of Finance at Cypress; responsible for financing, performance measurement, structuring, and valuation. Since joining Cypress in 1999, he has held various accounting, financial and asset management positions. Mr. Heath received his undergraduate degree in Accounting from Oklahoma Christian University, and came to Cypress from Heerema Marine Contractors, an

international oil services and infrastructure construction company. He is a Certified Public Accountant and member of The American Institute of Certified Public Accountants and the Urban Land Institute.

- d. **Ed Wendler** - Ed Wendler is a Manager of Acquisitions and Development at Cypress Real Estate Advisors, where he is responsible for development and construction activities on numerous assets. Mr. Wendler currently manages the development activities at Aberdeen, including all aspects related to design and construction of subdivision infrastructure. During the bankruptcy proceedings Mr. Wendler will continue overseeing and managing the engineering, permitting, and construction of the lots and the sale of those lots to builders. Mr. Wendler has been involved with and instrumental in the various negotiations that have taken place with the CDD prior to the Petition Date. Prior to joining Cypress, Mr. Wendler managed land development projects as a third party consultant for several real estate partnerships. His expertise includes project underwriting, land acquisition, development financing, engineering, construction, and builder sales programs. During his career, Mr. Wendler has developed over 15,000 single family lots. Mr. Wendler is a graduate of the University of Texas at Austin.

C. **Summary of the Debtor's Prepetition Indebtedness¹**

As of the Petition Date, the Debtor's obligations include (i) tax claims held by the St. Johns County Tax Collector in the aggregate amount of \$25,045.69 (plus statutory interest), (ii) ad valorem tax certificate claims in various amounts, each of which is secured by a statutory lien on the Property, (iii) claims held by Aberdeen Community Development District (the "CDD") in the aggregate principal amount of approximately \$23,718,259.71, which claims are secured by statutory liens on the Property; (iv) claims held by Aberdeen Lend, LLC ("Aberdeen Lend") in the aggregate amount of approximately \$3,637,735.98, plus accrued interest and other charges, which claims are secured by liens on portions of the Property; (v) claims held by BBX Capital Asset Management, LLC secured by liens on portions of the Property as more particularly described below, and (vi) claims held by unsecured creditors in the aggregate amount of approximately \$890,192.86.

The CDD and U.S. Bank N.A. as Indenture Trustee under that certain Master Indenture Dated October 1, 2005 (the "Indenture Trustee") dispute and disagree, among other things, with the amounts summarized herein. The CDD and Indenture Trustee assert that the Debtor has understated the aggregate amount of the assessments owed to the CDD encumbering the Property. Additionally, the CDD and the Indenture Trustee assert that the Debtor has misclassified Aberdeen Portfolio, LLC's ("Aberdeen Portfolio") claim as an unsecured in its Bankruptcy Schedules rather than as an equity contribution. At the section 341 meeting of creditors, the Debtor's authorized representative, Ed Wendler, testified that most of Aberdeen

¹ This summary of the Debtor's prepetition indebtedness is provided for information purposes only and shall not constitute an admission, waiver or estoppel concerning the extent, validity and/or priority of any Claims, or otherwise; the Debtor reserves and retains any and all rights and remedies in that regard. The Debtor further reserves the right to dispute the secured nature of any claim or challenge the validity, perfection, or immunity from avoidance of any lien purported to be granted or perfected in any asset to a creditor.

Portfolio's claim was invested as an equity contribution used to finance the purchase of the Aberdeen Wood Lots and operating costs. When the Debtor's attorney asked Mr. Wendler to clarify whether Aberdeen Portfolio's claim was an equity contribution or debt with principal and interest, as reflected on the Debtor's initial Schedule F, Mr. Wendler testified that he believed Aberdeen Portfolio's claim was handled internally as equity. The CDD and the Indenture Trustee further assert that the Debtor has no unsecured creditors. At the Section 341 meeting of creditors, the Debtor's authorized representative, Ed Wendler, testified that the trade creditors listed on Schedule F were listed for notice purposes only and he would be surprised if any of them were actually owed any money. Further, the CDD and Indenture Trustee assert, that the Debtor does not have a genuine class of non-insider claims.

The Debtor disagrees with the assertions of the CDD and the Indenture Trustee set forth above and asserts that the Debtor amended its Bankruptcy Schedules (as discussed below) to correct an error in the presentation of the claims of Aberdeen Portfolio. The Debtor further asserts that Classes 1, 2, 3 5 and 6 under the Plan are in fact Classes of Claims that are comprised solely of non-insider Claims. The Debtor further asserts that the Bar Date has not yet passed for the filing of Claims in this chapter 11 case. Moreover, the Debtor disagrees with the CDD and Indenture Trustee's position that it does not have an impaired class that will vote in favor of the Plan. Pursuant to the BBX Plan Support Agreement (described in more detail below) BBX agreed to support and vote in favor of the Debtor's Plan under the terms and conditions contained therein. Further, the Debtor asserts that several other Classes of non-insider Claims are expected to vote in favor of the Plan because the Plan provides that such Classes will be paid in full all amounts owing thereunder on the Effective Date. Such Classes include Classes 2A and 2B (Secured Real Estate Tax Claims), Class 3C (Secured CDD Bond Claims – Series 2006-2) and Class 3D (Secured CDD O&M Claims). It is the Debtor's position that if and to the extent any Holder of Claim in such Classes votes to reject the Plan, then the Debtor intends to investigate the reasoning and/or purpose surrounding the rejection of a treatment that pays such Holder in full all amounts owed as of the Effective Date of the Plan. The Debtor reserves the right to seek to designate any such vote as not being cast in good faith. As such, the Debtor believes that several non-insider impaired Classes will vote to accept the Plan.

The amounts listed and summarized herein reflect the Debtor's reasonable estimates as reflected on the Debtor's Schedules, as modified and amended. On August 30, 2013, the Debtor filed its *Amended Schedule F- Creditors Holding Unsecured Nonpriority Claims* [D.E. 54] to clarify and amend the amounts due to Aberdeen Portfolio to reflect, in part, an equity contribution in the amount of \$130,261.20 and an unsecured claim for \$730,000, plus accrued interest of \$29,931.66. Therefore, the Debtor disagrees that the Debtor has misclassified Aberdeen Portfolio's claim.

D. The Debtor's Prepetition Secured Lenders

The Debtor has the following two (2) prepetition secured creditors: (i) Aberdeen Lend, LLC, as assignee of Wells Fargo Bank, National Association, as successor by merger to Wachovia Bank, National Association, and (ii) BBX Capital Asset Management, LLC as assignee of BankAtlantic (collectively the "Prepetition Secured Lenders"). As set forth below, each of the Prepetition Secured Lenders asserts a mortgage lien on certain property included in

Aberdeen and owned by the Debtor. The mortgage liens asserted by the Prepetition Secured Lenders do not overlap, as each Prepetition Secured Lender financed a separate parcel of land and improvements, if any, thereon contained within the overall Aberdeen Development. As such, no one Prepetition Secured Lender asserts a lien on all of the Debtor's Property.

1. Aberdeen Lend, LLC, as assignee of Wells Fargo Bank, National Association, as successor by merger to Wachovia Bank, National Association

On August 27, 2003, Aberdeen Development, LLC, ("Borrower"), an entity affiliated with the Debtor, executed and delivered to Wachovia Bank, National Association ("Bank") a certain Credit Agreement setting forth the terms and conditions under which the Bank extended credit to the Borrower in the form of a term loan in the amount of \$7,300,000.00 (the "Original Loan") to be used to make certain infrastructure improvements and wetlands mitigation related to property to be acquired by the Borrower in St. Johns County, Florida (the "Original Property") and to pay certain predevelopment costs associated with the development (the "Original Credit Agreement"). The Original Loan is evidenced by a Promissory Note in the principal amount of \$7,300,000.00 (the "Original Promissory Note") and secured by a mortgage upon the Original Property more particularly described and recorded in Official Records Book 2036, Page 1237, public records of St. Johns County, Florida (the "Mortgage"). In connection with this transaction, on August 27, 2003, the Borrower executed a Collateral Assignment of Purchase and Sale Contracts in favor of the Bank and Assignment of Project Documents.

On or about March 15, 2004, the Borrower executed an Amended and Restated Credit Agreement (the "Loan Agreement") (which amended and restated the Original Credit Agreement) whereby the Bank extended an additional term credit in the amount of \$5,190,000.00 (the "Future Advance") for the purpose of acquiring additional real property (the "Additional Property" or "Braasch Parcel") and financing the construction and installation of certain utilities to serve the Additional Property. The Original Loan and Future Advance are collectively referred to as the "Consolidated Promissory Note" in the principal amount of \$12,490,000.00 (the "Consolidated Promissory Note"). On March 15, 2004, the parties also executed a Mortgage Modification and Spreader Agreement and Notice of Future Advance granting the Bank a lien on the Additional Property and recorded on March 19, 2004, in Official Records Book 2159, Page 1030, and as re-recorded on April 8, 2004 in Official Records Book 2173, Page 261, all in the Public Records of St. Johns County, Florida.

On or about February 26, 2006, the Borrower executed the First Amendment to Amended and Restated Credit Agreement and converted the available balance of the Loan, plus a future advance in the principal amount of \$4,000,000.00 ("Renewal Revolving Note"), to a revolving credit facility. In connection with this transaction the parties also executed a Second Mortgage Modification and Extension Agreement and Notice of Future Advance granting the Bank a lien on the Property, and recorded in Official Records Book 2642, Page 1320, of the Public Records of St. Johns County, Florida.

On March 28, 2008, the Borrower executed a Second Amendment to the Loan Agreement whereby the parties agreed to convert the outstanding balance of the Original Loan to a term loan, to modify the Consolidated Promissory Note accordingly and to modify certain other provisions of the Original Credit Agreement.

On or about September 29, 2006, the Borrower executed a Third Mortgage Modification Agreement and Notice of Future Advance in favor of the Bank and recorded in Official Records Book 2809, Page 1014, of said public records, in connection with certain standby letters of credit in the respective stated amount of \$8,810,816.79 and \$1,326,778.46 (the "Letters of Credit") each in favor of the Board of County Commissioners of St. Johns County, Florida, pursuant to the terms of two respective Letter of Credit and Reimbursement Agreements, each executed by the Aberdeen Community Development District (the "CDD") and the Bank (the "Reimbursement Agreements") pursuant to the terms of which, if a drawing was made under a Letter of Credit, the CDD agreed to reimburse the Bank for the amount thereof.

On May 20, 2008, the Borrower executed a Second Renewal Note in the principal amount of \$3,943,896.80 (the "Second Renewal Note") renewing the following notes (i) the Renewal Revolving Note dated February 6, 2006, Consolidated Promissory Note dated March 15, 2004, Future Advance Note dated March 15, 2004, and Original Promissory Note dated August 27, 2003.

On or about May 20, 2008, the Borrower executed a Fourth Mortgage and Modification and Extension Agreement to secure the Renewal Revolving Note and recorded in Official Records Book 3085, Page 1440, of said public records.

On or about September 9, 2011, Aberdeen Lend, LLC entered into a Loan Purchase Agreement with the Bank whereby Aberdeen Lend, LLC purchased the Second Renewal Note and all related mortgage and security documents in connection therewith from the Bank. In connection with this transaction, Aberdeen Lend, LLC executed an Assignment and Assumption of Security Instrument and Loan Documents (the "Assignment") which was recorded on September 9, 2011 in Official Records Book 3472, Page 1570-1577, all in the Public Records of St. Johns County, Florida.

The outstanding principal balance owed to Aberdeen Lend as of the Petition Date is approximately \$3,637,735.98, plus accrued interest and other charges. The Debtor asserts that the collateral securing the obligations to Aberdeen Lend, LLC has a current estimated aggregate market value equal to \$24,771,342.00 for the undeveloped lots and approximately \$1,596,882.000 for the 28.1 +/- acres of property which is zoned for the development of commercial and/or Office space.

(a) **Terms of Second Renewal Note:** (i) interest at 2.75% per annum + LIBOR; and (ii) due and payable upon demand.

(b) **Collateral:** The Second Renewal Note is secured by that certain mortgage upon the Original Property more particularly described and recorded in Official Records Book 2036, Page 1237, public records of St. Johns County, Florida (the "Mortgage") encompassing certain real property and improvements consisting of 652 undeveloped residential and multi-family lots located in the Aberdeen Development Phase 2 residential subdivision and two (2) undeveloped parcels designated for commercial development (collectively, the "Aberdeen Lend Collateral").

(c) **Guarantor(s):** The Second Renewal Note was guaranteed by J. Larry Rutherford.

2. BBX Capital Asset Management, LLC, as assignee of BankAtlantic

On or about August 30, 2004, Aberdeen of St. Johns, LLC, ("ASJ Borrower"), an entity not affiliated with the Debtor, executed a Promissory Note (the "Original ASJ Note") and Mortgage Deed and Security Agreement ("Original ASJ Mortgage") in favor of BankAtlantic ("BankAtlantic") in the principal amount of \$18,790,000. The Original ASJ Mortgage was recorded on September 15, 2004, in Official Records Book 2279, Page 1138, in the Public Records of St. Johns County, Florida. The Original ASJ Note was also secured by (i) an Assignment of Rents, Leases and Deposits dated August 30, 2004 and recorded in Official in Official Records Book 2279, Page 1170, in the Public Records of St. Johns County, Florida and (ii) UCC -1 Financing Statement recorded in Official Records Book 2279, Page 1182, in the Public Records of St. Johns County, Florida and UCC-1 Financing Statement filed with the Secretary of State, State of Florida, on September 24, 2004, under File Number 200407938883.

On or about January 27, 2006, the ASJ Borrower executed that certain Consolidated Renewal Promissory Note in the principal amount of \$29,675,000.00 (the "ASJ Renewal Note") and entered into that certain Receipt for Future Advance and Mortgage Modification and Spreader Agreement recorded in Official Records Book 2646, Page 425, in the Public Records of St. Johns County, Florida (the "First Modification Agreement") modifying the Original ASJ Mortgage and spreading the lien thereof to certain additional property owned by the ASJ Borrower located in St. Johns County, Florida.

On January 15, 2008, the ASJ Borrower executed that certain Future Advance/Amended and Restated Promissory Note in the principal amount of \$24,207,712.00 (the "Future Advance Note") and entered into that certain Receipt for Future Advance, Mortgage Modification and Spreader Agreement recorded in Official Records Book 3079, Page 1317, in the Public Records of St. Johns County, Florida and Official Records Book 14496, Page 1540, in the Public Records of Duval County, Florida (the "Second Modification Agreement"), modifying the Original ASJ Note and spreading the lien thereof to certain additional property owned by Kernan Blvd. Associates, Inc. ("Kernan Associates") located in Duval County, Florida (the "Duval County Property").

On January 31, 2009, the ASJ Borrower, Kernan Associates and Plantation Village of Clay County, LLC ("PVCC") (ASJ Borrower, Kernan Associates and PVCC collectively referred to as "ASJ Mortgagor") executed that certain Renewal/Amended and Restated Promissory Note in the principal amount of \$22,038,144.80 (the "ASJ Existing Note") and that certain Mortgage Modification and Spreader Agreement wherein the parties agreed to further modify and extend the term of the ASJ Existing Note and extend the lien of the Existing ASJ Mortgage over that certain real property and improvements owned by PVCC and located in Clay County, Florida (the "Clay County Property") recorded in Official Records Book 3206, Page 307, in the Public Records of St. Johns County, Florida (the "Third Modification Agreement").

On January 31, 2010, the ASJ Borrower executed a Mortgage Modification Agreement and renewal notes modifying and trifurcating the Existing Note as follows (i) Renewal/Amended

and Restated Promissory Note in the principal amount of \$6,000,000 ("Note A"); (ii) that certain Renewal/ Amended and Restated Promissory Note in the principal amount of \$1,500,000 ("Note B"); and Renewal/Amended and Restated Promissory Note in the principal amount of \$13,317,593.89 ("Note C").

On or about August 16, 2012, BankAtlantic assigned the Original ASJ Mortgage and related loan and security documents to BBX Capital Asset Management, LLC pursuant to that certain Assignment of Mortgage and Related Documents recorded in in Official Records Book 3602, Page 547, in the Public Records of St. Johns County, Florida.

The outstanding balance owed to BBX Capital under the combined BBX Loan Documents as of the Petition Date is approximately \$16,857,764.90 as follows:

(a) **Terms of BBX Notes:**

B Note

Outstanding Principal Balance	\$ 730,005.76
Note Rate – Fixed 4%	
Accrued Interest thru 07/01/2013	\$ 8,108.90
Deferred Extension Fees:	
2010	\$ 3,750.00
2011	\$ 3,750.00
2012	\$ 3,750.00
2013	\$ 3,750.00
Total Due as of 07/01/2013	<u>\$ 753,114.66</u>

C Note

Outstanding Principal Balance	\$ 13,317,593.89
Note Rate – Fixed 4%	
Accrued Interest thru 07/01/2013	<u>\$ 2,787,056.35</u>
Total Due as of 07/01/2013	<u>\$ 16,104,650.24</u>

Total Loan Outstanding Principal	\$ 14,047,599.65
Accrued Interest thru 07/01/2013	\$ 2,795,165.25
Accrued Fees	<u>\$ 15,000.00</u>
Total (All Notes) as of 07/01/2013	<u>\$ 16,857,764.90</u>

(b) **BBX Collateral:** The BBX Loan is secured by a Mortgage Deed and Security Agreement ("BBX Mortgage") in favor of BankAtlantic in the principal amount of \$18,790,000. The BBX Mortgage was recorded on September 15, 2004, in Official Records Book 2279, Page

1138, in the Public Records of St. Johns County, Florida encompassing certain real property owned by the Debtor and consisting 260 undeveloped residential lots located in the Aberdeen Development Phase 2 residential subdivision (the “Aberdeen Wood Lots”). Additionally, the BBX Loan is secured by certain additional property that is owned by unaffiliated parties and which will not become property of the Debtor’s bankruptcy estate upon the filing of the Bankruptcy Case (“Other BBX Collateral”).

(c) **Guarantor(s):** The BBX Loan is guaranteed by James Ricky Wood and William R. Howell, II. And W.R. Howell Company (a Fla. Corporation) and The Wood Development Company of Jacksonville.

Prior to the Petition Date, the Debtor and BBX Capital entered into a Plan Support Letter Agreement (“BBX Plan Support Agreement”) attached hereto as **Exhibit 2** pursuant to which BBX agreed to support and vote in favor of the Debtor’s Plan under the terms and conditions contained therein. Subject to the terms and conditions set forth in the BBX Plan Support Agreement, BBX Capital agreed to accept the restructure and repayment terms in respect of the BBX Loan as it relates solely to the Aberdeen Wood Lots as set forth on Exhibit “A” to the BBX Plan Support Agreement and described in more detail in Article VI below and in the Plan.²

E. Community Development District (“CDD”) Special Assessments.

In addition to the mortgage debt owed to the Prepetition Secured Lenders discussed above, the Property owned by the Debtor is subject to special assessments levied by the Aberdeen Community Development District (the “CDD”). The infrastructure of certain portions of the Aberdeen community was financed by tax exempt bond indebtedness issued by the CDD to various bondholders through the Indenture Trustee.

The CDD was created pursuant to the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended (the “Act”). The Act authorizes such community development districts to, among other things, (i) provide public improvements and community facilities to benefit real property, (ii) issue indebtedness, including bond indebtedness, secured by and paid from non-ad valorem special assessments, and (iii) impose and levy non-ad valorem special assessments on real property within the district in order to repay the bond indebtedness that financed the improvements and facilities benefiting the district’s real property.

The CDD is organized as local, special purpose government entities authorized by Chapter 190 of the Florida Statutes, as amended, to provide an alternative method of planning, acquiring, operating, financing and maintaining community-wide improvements in planned communities.

² The CDD and Trustee have asserted in various pleadings filed with this Court that at or around the time that Aberdeen of St. Johns, LLC conveyed the Aberdeen Wood lots to the Debtor, the Debtor could have acquired the Aberdeen Wood Lots free and clear of the BBX Mortgage. The Debtor disagrees with the CDD and Indenture Trustee’s position and denies that any negotiations or offer was presented to the Debtor in connection with the purchase of the Aberdeen Wood Lots whereby BBX would forgive or had agreed to forgive all or any portion of its debt, or alternatively, release the BBX Mortgage for no consideration.

The CDD is organized similar to other local governments in Florida, in that its governing body is composed of a five-member board known as the Board of Supervisors (the “Board”). The Board establishes the policy of the CDD in accordance with Florida law. The Board, through review of advertised Requests for Qualifications, ranks and selects a District Engineer to perform the engineering needs of the CDD. The District Manager and the District Attorney administer the operations of the CDD and implement the Board’s policies and contracts.

The CDD is funded through special assessments known as “operating and maintenance” assessments (“O&M”). The O&M assessments enable the CDD to operate and maintain community infrastructure within the Aberdeen Development, including water management, street lighting, landscaping, access control, roadway, irrigation, and park and recreation services.

1. Aberdeen Community Development District

The CDD is located in the northwest unincorporated St. Johns County, Florida, approximately 20 miles south of downtown Jacksonville and 15 miles northwest of historic St. Augustine and incorporates the 1,313 acre Aberdeen Development of Regional Impact (the “Aberdeen DRI”). The boundaries of Aberdeen (the “Development”) are coterminous with the boundaries of the Aberdeen DRI. The development order governing the Aberdeen DRI (the “Development Order”) was approved on April 1, 2003, by the St. Johns Board of County Commissioners in Resolution No. 2003-63. The Development Order allows for the following land uses and densities: 1,623 single-family homes; 395 multi-family units; 40,000 square feet of office/civic uses; 60,000 square feet of retail/commercial/service uses; and elementary school; and 10,000 square feet of neighborhood center uses. The Master Developer may increase certain land uses and simultaneously decrease other land uses without filing a Notice of Proposed Change or other modification of the Development Order, provided that such changes are consistent with a conversion table included in the Development Order.

The Development is zoned under the Aberdeen Planned Unit Development (the “Aberdeen PUD”), which became effective on March 23, 2004, and covers the same land area as the Aberdeen DRI. The Aberdeen PUD is consistent with the land use designation and the requirements in the Development Order.

2. Claims of the Community Development District.

The Bonds issued by the CDD funded public improvements that benefit the residents and properties within the CDD, such as roadways, utilities, earthwork and clearing, water and storm water management, roadway lighting, landscaping, security, wetlands mitigation and monitoring, irrigation, and other infrastructure and improvements.

The Bonds are secured by, and paid from, special assessments (the “Bond Debt Assessments”) levied by the CDD on the real property within the CDD benefitted by the Bond-financed infrastructure and improvements. Pursuant to Section 170.09 of the Florida Statutes, the

Bond Debt Assessments constitute liens upon the assessed land coequal with the lien of all state, county, district, and municipal liens, superior in dignity to all other liens, titles, and claims, until paid.

The Property of the Debtor is subject to the liens of the Bond Debt Assessments, levied by the CDD and pledged by the CDD to the Indenture Trustee, for the benefit of the Bondholders, to secure the payment of the principal of and interest on the Bonds.

The CDD Claims are comprised generally of the following claims:

- (a) **CDD Bond Claims** - means the Claims of the CDD against the Debtor related to *non-ad valorem* special assessments imposed by the CDD against the real property of the Debtor related to and measured or determined by the payment of principal and interest/debt service owed by the CDD to the Indenture Trustee in connection with the Bonds issued by the CDD for the benefit of the real property of the Debtor whether billed and collected directly by the applicable CDD from the Debtor, or subject to collection by and through the St. Johns County Tax Collector in connection with annual real estate tax bills issued by the County Tax Collector.
- (b) **CDD O&M Claims** - means the Claims of the CDD against the Debtor related to *non-ad valorem* special assessments imposed by the CDD against the real property of the Debtor related to the payment of operational and maintenance obligations of the CDD for the benefit of the real property of the Debtor whether billed and collected directly by the applicable CDD from the Debtor, or subject to collection by and through the St. Johns County Tax Collector in connection with annual real estate tax bills issued by the County Tax Collector.

3. CDD Bond Claims, CDD O&M Claims and the Real Property Subject to such Claims as of the Petition Date.

In order to finance the construction of improvements to the property located within the CDD, the CDD issued a series of bonds to various investors. Under Florida law, the CDD has the right to specially assess the real estate within its boundaries to generally enable it to repay the bond debt over a period not to exceed thirty (30) years and to generate funds necessary for the continued maintenance of such improvements.

The CDD issued the following series of bonds related to the real property within the Development within its boundaries: Series 2005, Series 2006-1 and Series 2006-2. Prior to the Petition Date, the Debtor failed to pay certain special assessments levied by the CDD upon its Property related to certain bond debt and operations and maintenance assessments. Accordingly, such unpaid special assessments are due and outstanding to the CDD. To be clear, the Debtor does not have any contractual or direct obligations to the Indenture Trustee or the Bondholders in respect of the Bonds.

a. Series 2005 Bonds

The Series 2005 Bonds were issued pursuant to the Act and a resolution adopted by the Board of Supervisors of the CDD (the “Board”) on November 25, 2003, authorizing the issuance of not to exceed \$105,000,000 in aggregate principal amount of its Special Assessment Bonds as supplemented by Resolution No. 2005-5, adopted by the Board on July 26, 2005, and a Master Trust Indenture between the CDD and Wachovia Bank, National Association, Miami, Florida, as trustee (the “Indenture Trustee”), dated as of October 1, 2005, as amended and supplemented by a First Supplemental Trust Indenture, dated as of October 1, 2005, collectively, the “Indenture”).

Pursuant to the Act, the CDD issued \$38,765,000 in Special Assessment Bonds, Series 2005 (the “Series 2005 Bonds”). The maturity date for the Series 2005 Bonds is May 1, 2036.

b. Series 2006 Bonds

The Series 2006 Bonds were issued pursuant to the Act and a resolution adopted by the Board on November 25, 2003, authorizing the issuance of not to exceed \$105,000,000 aggregate principal amount of its Special Assessment Bonds as supplemented by Resolution No. 2006-16, adopted by the Board on September 11, 2006, and a Master Trust Indenture between the CDD and U.S. Bank National Association, a national banking association, as successor in trust to Wachovia Bank, National Association, Jacksonville, Florida as trustee (the “Indenture Trustee”), dated as of December 1, 2005, as amended and supplemented by that certain Second Supplemental Trust Indenture relating to the Series 2006-1 Bonds, dated as of December 1, 2006 and by that certain Third Supplemental Trust Indenture relating to the Series 2006-2 Bonds, dated as of December 1, 2006 (collectively, the “Series 2006 Indenture”).

Pursuant to the Act, the CDD issued \$8,170,000 Special Assessment Bonds, Series 2006-1 (the “Series 2006-1 Special Assessment Bonds”) and \$545,000 Impact Fee Bonds, Series 2006-2 (the “Series 2006-2 Impact Fee Bonds”). The maturity date of the 2006-1 Special Assessment Bonds is November 1, 2015. The maturity date of the 2006-2 Impact Fee Bonds was November 1, 2011.

c. Annual Operation and Maintenance (O&M) Claims

In addition to the above Bond Debt Assessments, the CDD has levied annual operation and maintenance assessments to fund its annual O&M budget. The predecessors of the Debtor and the Debtor have not paid the O&M obligations since 2009. As of the Petition Date, the estimated amount due to the CDD for the O&M Claims is approximately \$952,294.20.

The CDD and Indenture Trustee assert that the total amount of the assessment lien encumbering the Property is higher than the amounts set forth above. The Debtor reserves the right to object to any proof of claim filed by the CDD herein.

d. Bondholders

As of the Petition Date, the majority of the Bonds issued by the CDD are held by the

following entities:

Series	D.R. Horton	CRVII Florida	Oppenheimer	Total
2005-1	21,890,000	11,640,000	0	33,530,000
2006-1	3,620,000	2,730,000	0	6,350,000
2006-2	0	0	300,000	300,000
Total	25,510,000	14,370,000	300,000	40,180,000

D.R. Horton was not one of the original holders of the Bonds. Rather, D.R. Horton acquired such Bonds in the recent past. D.R. Horton is also the holder of the majority of the outstanding Series 2005-1 and Series 2006-1 bonds in connection with Aberdeen. In addition to being a bondholder, D.R. Horton also owns a substantial number of lots within the Aberdeen Community which it is presently developing and intends to develop. D.R. Horton, as the majority bondholder, also has the power to direct the actions of the Indenture Trustee. The Debtor asserts that D.R. Horton caused the Indenture Trustee to continue to direct the CDD to proceed with the pre-petition CDD Foreclosure Actions (described below) in respect of the Property owned by the Debtor. The Debtor asserts that D.R. Horton acquired the Bonds and directed such foreclosure proceedings in an effort to obtain ownership of the Property owned by the Debtor herein. D.R. Horton disagrees with the Debtor.

The substantial balance of the Bonds is held by CRVII Florida CDD Bonds, LLC (“CRVII”) an affiliate of the Debtor. The Debtor and CRVII are both owned by Cypress VII, LLC, a real estate investment trust, that has multiple investments in Florida and other parts of the country.

IV. EVENTS PRECIPITATING CHAPTER 11 FILING.

A. Adverse Market Conditions

The homebuilding industry in the United States experienced a significant downturn in the demand for new homes and an oversupply of new and existing homes available for sale. The negative impact of these events and trends was worsened by the turmoil in the mortgage and credit markets in late 2008 and continued through 2011, adversely impacting the Debtor’s demand for the development of lot and the purchase and sale of homes. The downturn was particularly steep in Florida where excess supply of new homes led to a downward pricing pressure for residential homes as well as improved and unimproved land and softening in the pace of home sales. The poor financial performance of the real estate industry during these past few years was by no means been limited to the homebuilding sector but affected all financial areas of our national economy.

B. Significant Prepetition Litigation – CDD Foreclosure Actions

1. *Aberdeen Community Development District v. Aberdeen Development, LLC, Wachovia Bank, National Association, Wells Fargo Bank, National Association and Aberdeen Owners’ Association, Inc.*, Case No. CA 10-3038 pending in the Circuit Court of the 17th Judicial Circuit of the State of

Florida, In and For St. Johns County, Florida.

On or about December 3, 2010, the CDD commenced an action against Aberdeen Development, LLC, Wachovia Bank, Wells Fargo Bank and Aberdeen Owners' Association, Inc., to foreclosure on certain real property owned by Aberdeen Development, LLC for unpaid special assessment liens related to the Series 2005 Bonds, the Series 2006-1 Bonds and the 2009-2011 O&M Special Assessments.

On October 5, 2011, a Final Judgment of Foreclosure was entered in favor of the CDD and a foreclosure sale was set for November 29, 2011 (the "Foreclosure Sale"). On November 29, 2011, the state court entered an Amended Final Judgment of Foreclosure in favor of the CDD. Thereafter, the CDD moved to reset the time and date of the foreclosure sale to July 2, 2013.

2. *Aberdeen Community Development District v. Aberdeen of St. Johns, LLC, BankAtlantic and Aberdeen Owners' Association, Inc., CA 10-3039 pending in the Circuit Court of the 17th Judicial Circuit of the State of Florida, In and For St. Johns County, Florida.*

On or about December 3, 2010, the CDD commenced an action against Aberdeen of St. Johns, LLC, BankAtlantic and Aberdeen Owners' Association, Inc., to foreclosure on certain real property owned by Aberdeen of St. Johns, LLC for unpaid special assessment liens related to the Series 2005 Bonds, the Series 2006 Bonds, and the 2010-2011 O&M Special Assessments.

On July 21, 2011, an Amended Final Judgment of Foreclosure was entered in favor of the CDD and a foreclosure sale was scheduled for August 4, 2011. On October 5, 2011, a Second Amended Final Judgment of Foreclosure was entered in favor of the CDD and a foreclosure sale was reset for November 29, 2011. Thereafter, the CDD moved to reset the time and date of the foreclosure sale to July 2, 2013.

V. SIGNIFICANT EVENTS IN THE BANKRUPTCY CASE

A. "First Day" Relief

In order to enable the Debtor to operate effectively and avoid the adverse effects of the Chapter 11 filing, the Debtor filed various types of "first-day" applications and motions (collectively, the "First Day Motions") with the Court seeking relief intended to allow the Debtor to effectively transition into Chapter 11 and minimize disruption of the Debtor's business operations, thereby preserving and maximizing the value of the Debtor's Estate.

1. Employment and Retention of Professionals

On July 1, 2013, the Debtor filed the four (4) employment applications to retain the following professionals: (i) Paul J. Battista and the Law Firm of Genovese Joblove & Battista, P.A., as General Bankruptcy Counsel for Debtor-in-Possession (ii) Kapila & Company as

Financial Consultants and Accountants for the Debtor-in-Possession; (iii) Henry H. Fishkind, Ph.D. and Fishkind & Associates as Expert Consultants for the Debtor-in-Possession; and (iv) Leigh Kellett Fletcher, Esq. and the Law Firm of Kellerhals Ferguson Fletcher Kroblin, PLLC as Special Counsel for the Debtor-in-Possession. On July 31, 2013, the Bankruptcy Court entered an Order authorizing the Debtor to retain the following professionals and advisors on a final basis: (a) Genovese Joblove & Battista, P.A. (“GJB”), as counsel to the Debtor [D.E. 48] (b) Kapila & Company as Financial Consultants and Accountants [D.E. 43]; (c) Henry H. Fishkind, Ph.D. and Fishkind & Associates as Expert Consultants [D.E. 42]; and (d) Leigh Kellett Fletcher, Esq. and the Law Firm of Kellerhals Ferguson Fletcher Kroblin, PLLC as Special Counsel [D.E. 44].

B. Developments During the Bankruptcy Case

1. Filing of the Debtor’s Schedules and Statement of Financial Affairs, Establishment of Deadlines to Submit Proof of Claim

a. Debtor’s Schedules and Statement of Financial Affairs

On July 15, 2013, the Debtor filed its schedules of assets and liabilities and statements of financial affairs (collectively, the “Schedules and SOFA”). The Schedules and SOFA provide information concerning the Debtor’s assets, liabilities (including accounts payable), executory contracts and other financial information as of the Petition Date, all as required by section 521 of the Bankruptcy Code and Bankruptcy Rule 1007 of the Federal Rules of Bankruptcy Procedure.

b. Bar Date(s)

On July, 3, 2013, a Notice of Commencement was entered establishing the deadline for filing proofs of claim against the Debtor (the “Bar Date”). The deadline established by the Bankruptcy Court is **November 5, 2013** for claims, excluding claims of governmental units as to which the bar date is 180 days from the date of the filing. The date established by Section 502(a)(9) of the Bankruptcy Code as the last day for a Governmental Unit to file a Proof of Claim against the Debtor in the Bankruptcy Case is 180 days from the Petition Date (the “Governmental Bar Date”).

VI. SUMMARY OF THE PLAN OF REORGANIZATION

This section provides a summary of the structure, classification, treatment and implementation of the Plan.

Although the statements contained in this Disclosure Statement include summaries of the provisions contained in the Plan and in documents referred to therein, this Disclosure Statement does not purport to be a precise or complete statement of all the terms and provisions of the Plan or documents referred to therein, and reference is made to the Plan and to such documents for the full and complete statements of such terms and provisions.

The Plan and the documents referred therein will control the treatment of creditors and equity interest holders of the Debtor under the Plan and will, upon the Effective Date, be binding upon holders of Claims against, and Equity Interests in, the Debtor, the Debtor's Estate, the Reorganized Debtor, Creditors and other parties in interest in accordance with Section 1141 of the Bankruptcy Code.

A. Brief Explanation of Chapter 11 Reorganization

Chapter 11 of the Bankruptcy Code is the principal reorganization Chapter of the Bankruptcy Code. Under Chapter 11, a debtor is authorized to reorganize its business for the benefit of itself, its creditors, and equity holders. Confirmation of a plan of reorganization is the principal objective of a Bankruptcy Case.

In general, a Chapter 11 plan of reorganization (a) divides claims and interests into separate classes, (b) specifies the property that each class is to receive under the plan, and (c) contains other provisions necessary to the reorganization of the debtor. A Chapter 11 plan may specify that certain classes of claims or interests are either to be paid in full upon the effective date of the plan, reinstated, or its legal, equitable and contractual rights are to remain unchanged by the reorganization effectuated by the plan. Such classes are referred to under the Bankruptcy Code as "unimpaired" and, because of such favorable treatment, are deemed to accept the plan. Accordingly, it is not necessary to solicit votes from the holders of claims or interest in such classes. A Chapter 11 plan also may specify that certain classes will not receive any distribution of property. Such classes are deemed to reject the plan.

All other classes of claims and interests contain "impaired" claims and interests entitled to vote on the plan. As a condition to confirmation, the Bankruptcy Code generally requires that each impaired class of claims or interests votes to accept a plan. Acceptances must be received (a) from the holders of claims constituting at least two-thirds in dollar amount and more than one-half in number of the allowed claims in each impaired class of claims that have voted to accept or reject the plan, and (b) from the holders of at least two-thirds in amount of the allowed interests in each impaired class of interest that have voted to accept or reject the plan. If any class or classes of claims or interests entitled to vote with respect to the plan rejects the plan, upon request of the plan proponents, the Bankruptcy Court may nevertheless confirm the plan if certain minimum treatment standards are met with respect to such class or classes.

Chapter 11 of the Bankruptcy Code does not require each holder of a claim or interest to vote in favor of a plan of reorganization in order for the bankruptcy court to confirm the plan. However, the Bankruptcy Court must find that the plan of reorganization meets a number of statutory tests (other than the voting requirements described in this section) before it may confirm, or approve, the plan of reorganization. Many of these tests are designed to protect the interest of holders of claims or interest that do not vote to accept the plan of reorganization but who will nonetheless be bound by the plan's provisions if it is confirmed by the Bankruptcy Court.

B. Classification of Claims and Equity Interests

Section 1122 of the Bankruptcy Code requires that a plan of reorganization classify the

claims of a debtor's creditors and the interest of its equity holders. The Bankruptcy Code also provides that, except for certain claims classified for administrative convenience, a plan of reorganization may place a claim of a creditor or an interest of an equity holder in a particular class only if such claim or interest is substantially similar to the other claims of such class. The Bankruptcy Code also requires that a plan of reorganization provide the same treatment for each claim or interest of a particular class unless the holder of a particular claim or interest agrees to a less favorable treatment of its claim or interest.

The Debtor believes that it has classified all Claims and Equity Interests in compliance with the requirements of the Bankruptcy Code. If a Creditor or holder of an Equity Interest challenges such classification of Claims or Equity Interests and the Bankruptcy Court finds that a different classification is required for the Plan to be confirmed, the Debtor, to the extent permitted by the Bankruptcy Court, intend to make such reasonable modifications of the classifications of Claims or Equity Interests under the Plan to provide for whatever classification might be required by the Bankruptcy Court for confirmation. Except to the extent that such modification of classification adversely affects the treatment of a holder of a claim or equity interest and requires re-solicitation, acceptance of the Plan by any holder of a claim pursuant to this solicitation will be deemed to be a consent to that Plan treatment of such holder of a claim regardless of the class as to which such holder ultimately is deemed to be a member.

The CDD and Indenture Trustee assert that the Plan fails to classify substantially similar co-equal lien claims in the same class in violation of 11 U.S.C. 1122(a) and fails to provide the same treatment for such lien claims in violation of 11 U.S.C. 1123(a)(4). The Debtor disagrees with this position and believes there is ample legal authority to support the separate classification of claims secured by a security interest in property.

C. Treatment of Unclassified Claims

In accordance with Section 1123(a)(1) of the Bankruptcy Code, Administrative Claims, United States Trustee Fees and Priority Tax Claims have not been classified in the Plan. The Plan filed contemporaneously herewith provides for the treatment of unclassified claims as follows:

1. Administrative Claims.

Each Holder of an Allowed Administrative Claim (including Allowed Administrative Claims of Professionals) shall be paid (a) an amount, in Cash, by the Reorganized Debtor equal to the Allowed Amount of its Administrative Claim, in accordance with Section 1129(a)(9)(A) of the Bankruptcy Code, on the later of (i) the Effective Date, or as soon thereafter as reasonably practicable, or (ii) as soon as practicable after the date of a Final Order Allowing such Administrative Claim, (b) under such other terms as may be agreed upon by both the Holder of such Allowed Administrative Claim and the Debtor or the Reorganized Debtor, as the case may be, with the consent of the Exit Financing Lender, or (c) as otherwise ordered by a Final Order of the Bankruptcy Court.

All Allowed Administrative Claims with respect to liabilities incurred by the Debtor in the ordinary course of business during the Bankruptcy Case shall be paid by Reorganized Debtor (a) in the ordinary course of business in accordance with contract terms, (b) under such other terms as may be agreed upon by both the Holder of such Allowed Administrative Claim and the Debtor or Reorganized Debtor, as the case may be, with the consent of the Exit Financing Lender, or (c) as otherwise ordered by a Final Order of the Bankruptcy Court.

2. United States Trustee's Fees

All unpaid fees and charges assessed against the Debtor under Chapter 123 of title 28, United States Code, 28 U.S.C. §§ 1911-1930, for any calendar quarter ending prior to the Effective Date shall be paid to the United States Trustee by Reorganized Debtor by no later than thirty (30) days following the Effective Date. At the time of such payment, the Reorganized Debtor shall provide to the United States Trustee an affidavit indicating the disbursements made by the Debtor for the relevant periods, if requested by the United States Trustee. Following the Effective Date, any fees required to be paid to the United States Trustee, pursuant to 28 U.S.C. §1930(a)(6), with respect to the Bankruptcy Case shall be paid by the Reorganized Debtor, until the earlier of (i) the closing of the Bankruptcy Case by the issuance of a Final Decree by the Bankruptcy Court, or (ii) the entry of an order by the Bankruptcy Court dismissing the Bankruptcy Case or converting the Bankruptcy Case to another chapter under the Bankruptcy Code. Any such payment to the United States Trustee shall be in the appropriate sum required pursuant to 28 U.S.C. §1930(a)(6) based upon the applicable disbursements for the relevant period and shall be made within the time period set forth in 28 U.S.C. §1930(a)(6). At the time of each such payment, the Reorganized Debtor shall provide to the United States Trustee an affidavit indicating the disbursements for the relevant period, if requested by the United States Trustee.

3. Priority Tax Claims.

Each Holder of an Allowed Priority Tax Claim shall receive from the Reorganized Debtor, on account of such Allowed Priority Tax Claim, regular installment payments in Cash in accordance with Section 1129(a)(9)(C) of the Bankruptcy Code commencing on the later of (i) the Effective Date or as soon thereafter as reasonably practicable, or (ii) as soon as reasonably practicable after the date of a Final Order Allowing such Priority Tax Claim. Notwithstanding the above, each Holder of an Allowed Priority Tax Claim may be paid under such other terms as may be agreed upon by both the Holder of such Allowed Priority Tax Claim and the Debtor or Reorganized Debtor, as the case may be, with the consent of the Exit Financing Lender. The Reorganized Debtor shall have the right to prepay such Allowed Priority Tax Claims at any time, in whole or in part, without penalty or premium.

D. Designation of Classified Claims and Equity Interests

Pursuant to Section 1122 of the Bankruptcy Code, set forth below is a designation of classes of Claims against and Equity Interests in the Debtor. A Claim or Equity Interest is placed in a particular Class for the purposes of voting on the Plan and of receiving distributions pursuant to the Plan only to the extent that such Claim or Equity Interest is an Allowed Claim or

an Allowed Equity Interest in that Class and such Claim or Equity Interest has not been paid, released, or otherwise settled prior to the Effective Date. In accordance with Section 1123(a)(1) of the Bankruptcy Code, Administrative Claims and Priority Tax Claims of the kinds specified in Sections 507(a)(2), 507(a)(3) and 507(a)(8) of the Bankruptcy Code have not been classified and their treatment is set forth above.

The treatment of classified Claims and Equity Interests of the Debtor is described in more detail below:

i) **Class 1: Priority Claims.**

Class 1 consists of all Priority Claims.

ii) **Class 2: Secured Real Estate Tax Claims.**

Class 2A consists of the Secured Real Estate Tax Claims in respect of the Aberdeen Lots and the Aberdeen Commercial/Office Property.

Class 2B consists of the Secured Real Estate Tax Claims in respect of the Aberdeen Wood Lots.

iii) **Class 3: Secured CDD Claims.**

Class 3A consists of the Secured CDD Bond Claims – Re: Series 2005

Class 3B consists of the Secured CDD Bond Claims – Re: Series 2006-1.

Class 3C consists of the Secured CDD Bond Claims – Re: Series 2006-2.

Class 3D consists of the Secured CDD O&M Claims.

iv) **Class 4: Secured Claim of Aberdeen Lend, LLC**

Class 4 consists of the Secured Claim of Aberdeen Lend, LLC, as assignee of Wachovia Bank, National Association.

(v) **Class 5: Secured Claim of BBX Capital Asset Management, LLC.**

Class 5 consists of the Secured Claim of BBX Capital Asset Management, LLC, as assignee of Bank Atlantic

(vi) **Class 6: Unsecured Claims.**

Class 6 consists of all Unsecured Claims.

(vii) **Class 7: Equity Interests.**

Class 7 consists of all Equity Interests.

E. Summary of Plan of Reorganization

1. Plan of Reorganization for Aberdeen Land II, LLC

The Plan provides for the reorganization of the Debtor, the emergence of the Debtor from the Bankruptcy Case as the Reorganized Debtor and the treatment of Allowed Claims against the Debtor as provided in the Plan. Except as otherwise specifically provided in the Plan, the treatment of, and the consideration to be received by, Holders of Allowed Claims and Holders of Allowed Equity Interests pursuant to the Plan shall be in full and final satisfaction, settlement, release, extinguishment and discharge of their respective Allowed Claims (of any nature whatsoever) and Allowed Equity Interests, including any Liens securing such Allowed Claims.

Unclassified Claims.

Holders of Allowed Administrative Claims, United States Trustee Fees and Allowed Priority Tax Claims shall receive the treatment set forth above.

Class 1: Priority Claims.

Class 1 consists of all Priority Claims. Each Holder of an Allowed Priority Claim shall receive from the Reorganized Debtor Cash equal to the Allowed Amount of its Priority Claim, in accordance with Section 1129(a)(9)(B)(ii) of the Bankruptcy Code on the later of (i) the Effective Date or as soon thereafter as reasonably practicable, or (ii) as soon as reasonably practicable after the date of a Final Order Allowing such Priority Claim. Notwithstanding the foregoing, each Holder of an Allowed Priority Claim may be paid under such other terms as may be agreed upon by both the Holder of such Allowed Priority Claim and the Debtor or Reorganized Debtor, as the case may be, with the consent of the Exit Financing Lender. Class 1 is Unimpaired by the Plan. As a result, pursuant to Section 1126(f) of the Bankruptcy Code, each Holder of a Priority Claim in Class 1 is conclusively deemed to have accepted the Plan and therefore is not entitled to vote to accept or reject the Plan.

Class 2: Secured Real Estate Tax Claims. Class 2A and 2B consists of all secured real estate tax claims for 2008 through 2012 in the approximate amount of \$400,000.00.

Class 2A: Secured Real Estate Tax Claims – Aberdeen Lots and Aberdeen Commercial/Office Property.

Each Holder of an Allowed Secured Real Estate Tax Claim in Class 2A shall receive (i) an amount equal to 100% of such Allowed Secured Real Estate Tax Claim in Cash, or (ii) as otherwise authorized by the Bankruptcy Code or agreed to by the Debtor or the Reorganized Debtor and each such Holder prior to the Confirmation Date, with the consent of the Exit Financing Lender. Each such satisfaction shall occur on the later of the Effective Date or the date each respective Class 2A Secured Real Estate Tax Claim is Allowed by a Final Order and

shall be in full satisfaction, release and discharge of such Allowed Claim. Class 2A is Impaired. As a result, each Holder of an Allowed Class 2A Secured Claim is entitled to vote to accept or reject the Plan.

Class 2B: Secured Real Estate Tax Claims – Aberdeen Wood Lots.

Each Holder of an Allowed Secured Real Estate Tax Claim in Class 2B shall receive (i) an amount equal to 100% of such Allowed Secured Real Estate Tax Claim in Cash, or (ii) as otherwise authorized by the Bankruptcy Code or agreed to by the Debtor or the Reorganized Debtor and each such Holder prior to the Confirmation Date, with the consent of the Exit Financing Lender. Each such satisfaction shall occur on the later of the Effective Date or the date each respective Class 2B Secured Real Estate Tax Claim is Allowed by a Final Order and shall be in full satisfaction, release and discharge of such Allowed Claim. Class 2B is Impaired. As a result, each Holder of an Allowed Class 2B Secured Claim is entitled to vote to accept or reject the Plan.

Class 3A: Secured CDD Bond Claims – Series 2005.

Class 3A consists of the Secured CDD Bond Claims related to the Series 2005 Bonds against the Aberdeen Real Property. As of the Effective Date, the Allowed Secured CDD Bond Claims in this Class 3A shall be de-accelerated, and as a result thereof the CDD, as the Holder of the Allowed Secured CDD Bond Claims in this Class 3A, (1) (A) shall retain its first, priority Prepetition Lien on the Aberdeen Real Property securing such Allowed Claim *pari passu* with the Lien in favor of the Holder of the Allowed Secured Real Estate Tax Claim on such Aberdeen Real Property, and (B) (i) shall have the same maturity date as the Series 2005 Bond (namely 2036)(the “Series 2005 Maturity Date”), (ii) shall have a coupon rate equal to pre-petition contractual rate of 5.5%, (iii) shall have a new par amount as of the Effective Date of the Plan equal to the outstanding principal amount of the Series 2005 Bonds plus unpaid and accrued interest thereon through the Effective Date of the Plan, (iv) shall provide for annual payments of principal plus interest on such Allowed Claim on April 15th of each year commencing on April 15, 2015³ and continuing through and including the Series 2005 Maturity Date in accordance with the schedule of payments from the Debtor to the Holder of the Class 3A Allowed CDD Bond Claim set forth on Exhibit C-1 attached to the Plan, (v) provide for annual payments of interest only on October 15th of each year commencing on October 15, 2015⁴ and continuing thereafter through the Series 2005 Maturity Date in accordance with the schedule of payments from the Debtor to the Holder of the Class 3A Allowed CDD Bond Claim set forth on Exhibit C-2 attached to the Plan, (vi) shall provide for a “buydown” payment from the Debtor to the Holder of the Class 3A Allowed CDD Bond Claim in connection with the sale of each parcel of Aberdeen Real Property securing such Allowed Claim during the term of the Plan in the amounts per lot (depending on the size of such lot) set forth on Exhibit C-2 attached to the Plan, with the

³ The Debtor proposes to make such payment to the CDD on such date so as to enable the CDD to have sufficient time to make a payment to the Indenture Trustee on May 1st of each year, which is the prepetition due date on the obligations of the CDD to the Indenture Trustee.

⁴ The Debtor proposes to make such payment to the CDD on such date so as to enable the CDD to have sufficient time to make a payment to the Indenture Trustee on November 1st of each year, which is the prepetition due date on the obligations of the CDD to the Indenture Trustee

balance of the Class 3A Allowed CDD Bond Claim on each such lot being passed through to the purchaser of each such lot, or (2) such other treatment as otherwise authorized by the Bankruptcy Code or agreed to by the Debtor or the Reorganized Debtor and CDD prior to the Confirmation Date, with the consent of the Exit Financing Lender. The treatment of the Class 3A Secured CDD Bond Claim shall occur on the later of the Effective Date or the date the Class 3A Secured CDD Bond Claims are Allowed by a Final Order and shall be in full and final satisfaction, release and discharge of such Allowed Claim. Class 3A is Impaired. As a result, the CDD is entitled to vote to accept or reject the Plan in respect of Class 3A. The amounts and calculations related to the Class 3A Secured CDD Bond Claims –Series 2005 are more particularly described in the Projections attached hereto.

Class 3B: Secured CDD Bond Claims – Series 2006-1.

Class 3B consists of the Secured CDD Bond Claims related to the Series 2006-1 Bonds against the Aberdeen Real Property. As of the Effective Date, the Allowed Secured CDD Bond Claims in this Class 3B shall be de-accelerated, and as a result thereof the CDD, as the Holder of the Allowed Secured CDD Bond Claims in this Class 3B, (1) (A) shall retain its first, priority Prepetition Lien on the Aberdeen Real Property securing such Allowed Claim *pari passu* with the Lien in favor of the Holder of the Allowed Secured Real Estate Tax Claim on such Aberdeen Real Property, and (B) (i) shall have a maturity date which is ten (10) years after the Effective Date of the Plan (the “Series 2006-1 Maturity Date”), (ii) shall have a coupon rate equal to prepetition contractual rate of 5.25%, (iii) shall have a new par amount equal to the outstanding amount of the Series 2006-1 Bonds plus unpaid and accrued interest thereon through the Effective Date plus penalty interest calculated on the de-accelerated bond payments that are in default, and (iv) shall otherwise be paid utilizing the same methodology as existed prepetition, which consists of (a) interest only payments on such Allowed Claim on April 15th and October 15th of each year commencing on April 15, 2015 and October 15, 2015, respectively, and continuing thereafter through the Series 2006-1 Maturity Date, and (b) shall provide for a “buydown” payment from the Debtor to the Holder of the Class 3B Allowed CDD Bond Claim in connection with the sale of each parcel of Aberdeen Real Property securing such Allowed Claim during the term of the Plan in an amount equal to \$5,510 per lot, which payments will fully amortize the principal amounts owing under the Class 3B Allowed Claim, or (2) such other treatment as otherwise authorized by the Bankruptcy Code or agreed to by the Debtor or the Reorganized Debtor and the CDD prior to the Confirmation Date, with the consent of the Exit Financing Lender. The treatment of the Class 3B Secured CDD Bond Claim shall occur on the later of the Effective Date or the date the Class 3B Secured CDD Bond Claim is Allowed by a Final Order and shall be in full and final satisfaction, release and discharge of such Allowed Claim. Class 3B is Impaired. As a result, the CDD is entitled to vote to accept or reject the Plan in respect of Class 3B. The amounts and calculations related to the Class 3B Secured CDD Bond Claims –Series 2006-1 are more particularly described in the Projections attached hereto.

Class 3C: Secured CDD Bond Claims – CDD – Series 2006-2.

Class 3C consists of the Secured CDD Bond Claims related to the Series 2006-2 Bonds that were issued in connection with certain governmental impact fees imposed against the Aberdeen Real Property. As of the Effective Date, the CDD, as the Holder of the Allowed

Secured CDD Bond Claim in this Class 3C, shall receive (1) an amount equal to 100% of such Allowed Class 3C Claim in Cash, or (2) such other treatment as otherwise authorized by the Bankruptcy Code or agreed to by the Debtor or the Reorganized Debtor and the CDD prior to the Confirmation Date, with the consent of the Exit Financing Lender. The treatment of the Class 3C Secured CDD Bond Claim shall occur on the later of the Effective Date or the date the Class 3C Secured CDD Bond Claim is Allowed by a Final Order and shall be in full and final satisfaction, release and discharge of such Allowed Claim. Class 3C is Impaired. As a result, the CDD is entitled to vote to accept or reject the Plan in respect of Class 3C. The amounts and calculations related to the Class 3C Secured CDD Bond Claims –Series 2006-2 are more particularly described in the Projections attached hereto.

Class 3D: Secured CDD O&M Claims.

Class 3D consists of the Secured CDD O&M Claims against the Aberdeen Real Property. As of the Effective Date, the CDD, as the Holder of the Allowed Secured CDD O&M Claim in this Class 3D, shall receive (1) an amount equal to 100% of such Allowed Class 3D Claim in Cash, or (2) such other treatment as otherwise authorized by the Bankruptcy Code or agreed to by the Debtor or the Reorganized Debtor and the CDD prior to the Confirmation Date, with the consent of the Exit Financing Lender. Such payment shall be made on the later of the Effective Date or the date the Class 3D Secured CDD O&M Claim is Allowed by a Final Order. In addition, from and after the Effective Date, the CDD shall retain its Lien under applicable law for, and shall receive payments on account of, the Secured CDD O&M Claim in respect of the Aberdeen Real Property in such amounts and at such times as are required in accordance and consistent with resolutions and other directives of the CDD or applicable non-bankruptcy law, including through the payment by the Debtor of its annual real estate tax bill for calendar year 2013 forward in respect of the Aberdeen Real Property that is “on roll.” Such treatment shall be in full and final satisfaction, release and discharge of such Allowed Claim. Class 3D is Impaired. As a result, the CDD is entitled to vote to accept or reject the Plan in respect of Class 3D. The amounts and calculations related to the Class 3D Secured CDD O&M Claims are more particularly described in the Projections attached hereto.

Class 4: Secured Claim of Aberdeen Lend, LLC.

Class 4 consists of the Secured Claim of Aberdeen Lend, LLC. On the Effective Date of the Plan, Aberdeen Lend, LLC, as assignee of Wachovia Bank, (i) shall retain its Prepetition mortgage liens and security interests on the Aberdeen Lots described on **Exhibit 3** in accordance with the Aberdeen Lend Loan Documents, (ii) shall continue to accrue interest under the Aberdeen Lend Loan Documents from and after the Effective Date at the annual interest rate provided for therein, (iii) shall release its mortgage lien and security interests on each Aberdeen Lot for a payment by the Reorganized Debtor of an amount equal to \$50 per front foot for each such Aberdeen Lot, and (iv) shall have a maturity date that is ten (10) years after the Effective Date of the Plan. The treatment of the Allowed Class 4 Secured Claim provided for herein shall be in full and final satisfaction of such Allowed Class 4 Secured Claim. Class 4 is impaired. As a result, Aberdeen Lend LLC is entitled to vote to accept or reject this Plan. The amounts and calculations related to the Class 4 Secured Claim are more particularly described in the Projections attached hereto.

Class 5: Secured Claim of BBX Capital Asset Management, LLC.

Class 5 consists of the Secured Claim of BBX Capital. On the Effective Date of the Plan, BBX Capital, as assignee of BankAtlantic, shall (i) retain all of its Prepetition mortgage liens and security interests, including but not limited to the Aberdeen Wood Lots described on **Exhibit 4** and the priority of such Liens as they exist on the Petition Date shall not be effected or otherwise impaired by this Plan, (ii) continue to accrue interest under the BBX Loan Documents from and after the Effective Date at the annual interest rate provided for therein, and (iii) release its mortgage lien and security interests on all of the Aberdeen Wood Lots upon payment by the Reorganized Debtor of the BBX Total Release Price provided that such payment is made on or before December 1, 2014, subject to the Option Termination (as defined below). Notwithstanding anything herein to the contrary, (i) BBX Capital Asset Management, LLC shall partially release its mortgage lien and security interests on Parcel A of the Aberdeen Wood Lots for the payment by the Reorganized Debtor of the BBX Parcel A Release Price provided that such payment is made on or before December 1, 2014, subject to the Option Termination (as defined below); and (ii) BBX Capital shall partially release its mortgage lien and security interests on Parcels G2 and K (as defined below) of the Aberdeen Wood Lots for the payment by the Reorganized Debtor of the BBX Parcels G2 & K Release Price provided that such payment is made on or before December 1, 2014, subject to the Option Termination (as defined below).

Notwithstanding the foregoing, BBX Capital shall have the right, at its sole option, anytime on or after June 1, 2014, to take title to those remaining Aberdeen Wood Lots not released in accordance with the terms hereof as of June 1, 2014 by and through the recording of the Escrowed Deed (as defined below)(the "Option Termination"). On the Effective Date, the Reorganized Debtor shall execute and deliver into escrow a deed transferring the Aberdeen Wood Lots to BBX Capital Asset Management, LLC or its designee ("Escrowed Deed"), which Escrowed Deed shall only be released from escrow and recorded either (a) from and after June 1, 2014 at the sole option of BBX Capital, or (b) automatically on December 1, 2014 if the BBX Total Release Price has not been paid on or before such date, and shall only apply to those Aberdeen Wood Lots that were not, as of the date of such release from escrow, previously the subject of a partial release through the payment of either the BBX Parcel A Release Price or the BBX Parcels G2 & K Release Price as provided for herein. Any and all reasonable costs incurred by BBX Capital in connection with the recording of the Escrowed Deed or the transfer of the Aberdeen Wood Lots shall be paid by the Reorganized Debtor. Upon the exercise of the foregoing right by, and the release of the Escrowed Deed to, BBX Capital, the Reorganized Debtor's right to retain the Aberdeen Wood Lots or any portion thereof by payment of the BBX Total Release Price, the BBX Parcel A Release Price or the BBX Parcels G2 & K Release Price shall terminate. The treatment of the claims of BBX Capitals set forth above shall be in full and final satisfaction of any and all claims of BBX Capital against the Debtor without prejudice to any rights or claims BBX Capital may have against third parties. Moreover, notwithstanding the foregoing or anything to the contrary in the BBX Loan Documents, Aberdeen of St. John's, LLC shall not be entitled to participate in the proceeds of the sale or transfer of any of the Aberdeen Wood Lots pursuant to or in accordance with the terms of this Plan.

Class 5 is impaired. As a result, BBX Capital is entitled to vote to accept or reject this Plan in respect of Class 5.

Class 6: Unsecured Claims

Each Holder of an Allowed Unsecured Claim shall receive Cash from the Reorganized Debtor in an amount equal to 100% of such Allowed Unsecured Claim, plus Postpetition Interest, on the later of (i) the date that is six (6) months after the Effective Date, or (ii) the date of a Final Order Allowing such Unsecured Claim. Class 6 is Impaired by the Plan and each Holder of an Allowed Unsecured Claim in Class 6 is entitled to vote to accept or reject the Plan. The Debtor estimates the amount of the Allowed Unsecured Claims to be approximately \$400,000. The actual amount of allowed unsecured claims is unknown at this time. Debtor has provided a conservative estimate which is believed will be sufficient to cover payment of any allowed unsecured claims that arise between now and the claims bar date.⁵

Class 7: Equity Interests.

Class 7 consists of all Equity Interests. On the Effective Date, the legal, equitable and contractual rights of the Holders of the Equity Interests shall be unaltered. Class 7 is Unimpaired. As a result, pursuant to Section 1126(f) of the Bankruptcy Code, each Holder of an Equity Interest Class 7 is conclusively deemed to have accepted the Plan and therefore is not entitled to vote to accept or reject the Plan.

VII. IMPLEMENTATION OF THE PLAN OF REORGANIZATION

A. General Overview of the Plan

The Plan provides for the continued operation of the Property of the Debtor's Estate, by and through the Reorganized Debtor in accordance with the Plan. Further, the Plan provides for Cash payments to Holders of Allowed Claims in certain instances and for the transfer of Property to certain Holders of Allowed Secured Claims as the indubitable equivalent of such Allowed Secured Claims, all as more particularly described in Articles 3 and 5 of the Plan.

The Plan shall be implemented on the Effective Date, and the primary source of the funds necessary to implement the Plan initially will be the Cash of the Reorganized Debtor, the funds available to the Reorganized Debtor from the Exit Financing and the sales of portions or all of the Aberdeen Real Property. At the present time, the Debtor believes that the Reorganized Debtor will have sufficient funds as of the Effective Date to pay in full the expected payments required under the Plan, including to the Holders of Allowed Administrative Claims (including Allowed Administrative Claims of Professionals), Allowed Priority Claims, and Allowed Claims in Classes 2A, 2B, 3C and 3D.

Cash payments to be made under the Plan after the Effective Date to the Holders of

⁵ The CDD and Indenture Trustee assert that the Debtor is proposing to pay unsecured creditors post-petition interest on their Allowed Claims in violation of 11 U.S.C. §506. The Debtor disagrees that the proposed payment of post-petition interest to Holders of Class 6 Allowed Claims violates section 506 of the Bankruptcy Code.

Allowed Unsecured Claims will be derived from the operations of Reorganized Debtor and/or from the Exit Financing, including as shown in the Projections. As set forth in the Projections, the Reorganized Debtor will require approximately six (6) months after the Effective Date to obtain the necessary approvals and perform the initial work required to prepare the Aberdeen Real Property for development and then sale in accordance herewith.

B. Plan Funding - Exit Financing from Aberdeen Lend, LLC.

The primary source of funds necessary to implement the Plan will be the Exit Financing loan facility to be funded by Aberdeen, Lend, LLC, (“Exit Financing Lender”) an affiliate of the Debtor. On or as soon as reasonably practicable following the Effective Date, the Reorganized Debtor will consummate a new senior secured line of credit loan facility with the Exit Financing Lender providing for availability up to a maximum principal amount of approximately \$13,500,000, which credit facility will be in accordance with the terms of the Exit Financing Documents and will be secured by a Lien on the Property which is subordinate (unless otherwise agreed by the parties thereto) to the existing Liens on the respective Property in favor of the Holders of the Secured Real Estate Tax Claims, the Secured CDD Bond Claims, the Secured CDD O&M Claims, the Secured Claim of Aberdeen Lend, LLC and the Secured Claim of BBX Capital until such a time as the foregoing Claims have been paid in full (the “Exit Financing”). The Reorganized Debtor shall be permitted to utilize the proceeds of the Exit Financing to (i) to fund the obligations of the Debtor and the Reorganized Debtor under the Plan to confirm and consummate the Plan, including the payment of all Allowed Administrative Claims, all Allowed Priority Claims and Allowed Claims in Classes 2A, 2B, 3C and 3D on the Effective Date, and (ii) as additional working capital to conduct operations following the Effective Date, all in accordance with the terms and conditions of the Exit Financing Documents. The material terms of the Exit Financing are set forth in the Exit Financing Commitment Letter, a copy of which is annexed to the Plan as Exhibit A.

The Plan provides for the continued operation and development of the Property by and through the Reorganized Debtor. As of the Effective Date of the Plan, all of the Debtor’s property, including the Property, will vest in the Reorganized Debtor. The Reorganized Debtor will thereafter manage such property, and implement the terms of the Plan with the consent and approval of the Exit Financing Lender, including making Distributions to Holders of Allowed Claims. The cash Distributions to be made under the Plan, after the Effective Date, to the CDD on account of Allowed Class 3 Claims will be derived from the (i) the Exit Financing and (ii) sale of lots and commercial units in the Aberdeen Development, all as set forth in the Projections attached to the Plan as Exhibit 5.⁶ The support for the Plan’s lot “buy-down” amount is based on current market data for the relevant market area as determined by Fishkind & Associates, as expert consultants to the Debtor. Recent comparable sales of lots in the subject’s marketplace support the lot prices contained in the Plan. If the reorganized Debtor defaults in the payments to be made to the CDD on account of the Allowed Class 3 Claims as proposed in the Plan, then the

⁶ The CDD and Indenture Trustee assert that the Projections are based, in part, on the Debtor’s historical sales projections even though this Debtor has not demonstrated that it has any demonstrable sales experience. While this Debtor has not developed land and sold homes, the principals of the Debtor have extensive experience in the sale and development of communities like Aberdeen. Moreover, the Debtor has relied on the experience and advice of its experts and consultants, Fishkind & Associates and Kapila & Company, in the formulation of the Projections.

CDD has, and will retain, the right to pursue its rights and remedies under applicable law, including the right to foreclose under applicable law.

The Plan does not propose, nor does it require, that the CDD impose new assessment liens or perform a new benefit analysis in connection with the proposed treatment of the Claims hereunder. Instead, the Plan proposes to allocate assessments in exactly the same manner as required under the Master Assessment Methodology for the Aberdeen Community Development District (the "Assessment Methodology") adopted in January of 2004 and updated as of April 25, 2006 (the "Updated Methodology") for the Class 3 Secured CDD Bond Claims - Series 2006. Therefore, no new benefit analysis is necessary, because the proposed levels of assessments are below the maximum levels specified in the Updated Methodology. .

Likewise, the Plan does not propose any changes to the coupon rate or the term of the maturity date for the Class 3 CDD Secured Claims - Series 2005. While it is true that the debt service schedule would be altered by the Plan, the net present value of the payment stream of principal and interest payments remains unchanged. This is accomplished by paying down a portion of the principal on an accelerated basis. Therefore, the Debtor does not believe that the proposed restructuring of the Class 3 Claims in respect of the CDD triggers any requirement that the Bonds be re-issued or new assessment liens imposed. Moreover, the Debtor does not believe that the CDD would be required to procure a tax opinion on the tax exemption of the Bonds. With regard to the Class 3 Secured CDD Bond Claims - Series 2006-1, the Plan proposes to de-accelerate such Claims and extend the maturity date by ten (10) years after the Effective Date of the Plan while retaining the same pre-petition coupon rate equal to 5.25%. The Class 3B Claims will have a new par amount equal to the outstanding amount of the Series 2006-1 Bonds plus unpaid and accrued interest thereon through the Effective Date plus penalty interest calculated on the de-accelerated bond payments that are in default, and shall otherwise be paid utilizing the same methodology as existed prepetition. With regard to the Class 3D Secured CDD Bond Claims - Series 2006-2, the Plan calls for them to be paid off.

The CDD and the Indenture Trustee assert that the Debtor has failed to include repayment of mandatory penalties and statutory interest in the calculations of the special assessments or account for a six percent (6%) increase in the assessment amounts which the CDD suggest will occur when the CDD collects the assessments through the tax collector following the Uniform Method of Collection (the "Uniform Method"). The Debtor did not provide for the payment of penalties and statutory interest in its calculation because the Plan provides for the full payment of all principal and interest (both overdue interest and interest on a going forward basis) in respect of the Class 3 Claims. The penalty interest is not a payment that is required to be made by the CDD to the bondholders, but instead is a payment to the CDD. The CDD's ability to perform its tasks and functions, including make payment on the Bonds, is not impacted by the payment or not of such penalties. If the CDD elects to collect assessments using the Uniform Method in lieu of the direct bill method, then the annual debt service payments required would need to be increased by six (6%) percent. The Plan anticipates continued direct billing to the Reorganized Debtor as in the past, and then a transfer to the Uniform Method of billing when the lots are sold and conveyed to the end purchaser. If the CDD should decide to move to the Uniform Method for billing to the Reorganized Debtor, then the Plan can accommodate the additional six (6%) percent increase in the annual assessments. Moreover, the Debtor disagrees with the CDD and

Indenture Trustee's position that it is prevented from pre paying assessments. The Debtor is not aware of any specific provision in the Declaration to Jurisdiction of Aberdeen CDD and to the Imposition of Special Assessments that prevents the current landowner from pre paying assessments.

Finally, the Debtor does not believe that the restructuring of the assessments as proposed in the Plan would cause the CDD to be in a state of continuing default. If the Plan is confirmed, then the Class 3 Secured CDD Bond Claims - Series 2005 and Series 2006-1 would no longer be in default, and the Class 3 Secured CDD Bond Claims - Series 2006-2 would be paid in full on the Effective Date. The CDD's requirements under the Bond Indenture relate to the obligation to impose and to collect sufficient special assessments to service the Bonds. If the Plan provides for the CDD to satisfy such bond debt service requirements, then the CDD's obligations under the Trust Indenture are similarly satisfied. The CDD and Indenture Trustee also assert that in their view the assessments cannot be de-accelerated without the consent of the CDD, the Indenture Trustee and the Bondholders. The Debtor disagrees with this position.

C. Vesting of Property of the Debtor's Estate in the Reorganized Debtor.

On the Effective Date, and except as otherwise expressly provided in the Plan and the Exit Financing Documents, all Property of the Debtor's Estate (including the Litigation Claims) shall vest in the Reorganized Debtor free and clear of any and all Liens, Debts, obligations, Claims, Cure Claims, Liabilities, Equity Interests, and all other interests of every kind and nature except the Permitted Liens, and the Confirmation Order shall so provide. As of the Effective Date, the Reorganized Debtor may operate its businesses and use, acquire, and dispose of its Property, free of any restrictions of the Bankruptcy Code or the Bankruptcy Rules, other than those restrictions expressly imposed by the Plan and the Confirmation Order. All privileges with respect to the Property of the Debtor's Estate, including the attorney/client privilege, to which the Debtor is entitled shall automatically vest in, and may be asserted by or waived on behalf of, the Reorganized Debtor.

D. No Corporate Action Required

As of the Effective Date: (a) the adoption, execution, delivery, and implementation of all contracts, leases, instruments, releases, and other agreements related to or contemplated by the Plan; and (b) the other matters provided for under, or in furtherance of, the Plan involving corporate action required of the Debtor, will be deemed to have occurred and become effective as provided in the Plan, and will be deemed authorized and approved in all respects without further order of the Bankruptcy Court or any further action by the stockholders or directors of the Debtor.

E. Managers and Members of the Reorganized Debtor.

Subject to any requirement of Bankruptcy Court approval pursuant to Section 1129(a)(5) of the Bankruptcy Code, as of the Effective Date, the managers, members, officers and directors of the Debtor immediately prior to the Effective Date shall be deemed to be the officers and directors of the Reorganized Debtor without any further action by any party.

Pursuant to Section 1129(a)(5) of the Bankruptcy Code, the Debtor has disclosed hereinabove the identity and affiliation of any individuals proposed to serve as the initial managers, members, officers and directors of the Reorganized Debtor.

On and after the Effective Date, the operations of the Reorganized Debtor shall continue to be the responsibility of its managers, members, officers and directors. The manager, member, officer and director of the Reorganized Debtor shall serve from and after the Effective Date until his or her successor is duly elected or appointed and qualified or until his or her earlier death, resignation or removal in accordance with the applicable articles or certificate of incorporation, operating agreement or other organizational documents of the Reorganized Debtor.

From and after the Confirmation Date, the managers, members, officers and directors, as applicable, of the Debtor and the Reorganized Debtor, as the case may be, shall have all powers accorded by law to put into effect and carry out the Plan and the Confirmation Order.

To the extent that, as of the Effective Date, the Debtor has in place employment, indemnification and other agreements with its directors, officers, managers, members and employees who will continue in such capacities after the Effective Date, such agreements shall remain in place after the Effective Date, and the Reorganized Debtor will continue to honor such agreements. Such agreements may include equity, bonus and other incentive plan in which directors, officers, managers, members and other employees of the Reorganized Debtor may be eligible to participate.

F. Operation Pending Effective Date

Until the Effective Date, the Debtor will continue to operate its businesses, subject to all applicable requirements of the Bankruptcy Code and the Bankruptcy Rules.

G. Exemption From Transfer Taxes

Pursuant to Section 1146(a) of the Bankruptcy Code, the issuance, distribution, transfer or exchange of any security, or the making, delivery or recording of any instrument of transfer, pursuant to, in implementation of or as contemplated by the Plan or any Plan Document, or the vesting, re-vesting, transfer or sale of any Property of, by or in the Debtor or its Estate or Reorganized Debtor pursuant to, in implementation of or as contemplated by the Plan or any Plan Document, or any transaction arising out of, contemplated by or in any way related to the foregoing, shall not be subject to any document recording tax, stamp tax, conveyance fee, intangible or similar tax, mortgage tax, stamp act, real estate transfer tax, mortgage recording tax, Uniform Commercial Code filing or recording fee, or other similar tax or governmental assessment, and the appropriate state or local governmental officials or agents shall be, by the Confirmation Order, directed to forego the collection of any such tax or governmental assessment and to accept for filing and recording any of the foregoing instruments or other documents without the payment of any such tax or governmental assessment.

VIII. EXECUTORY CONTRACTS AND UNEXPIRED LEASES

A. Assumption or Rejection of Executory Contracts and Unexpired Leases.

The executory contracts and unexpired leases between a Debtor and any Person are dealt with as follows:

1. Assumption of Executory Contracts and Unexpired Leases.

Pursuant to Sections 365(a) and 1123(b)(2) of the Bankruptcy Code, all executory contracts and unexpired leases that currently exist between any of the Debtor and another Person or Entity listed on Exhibit B to the Plan shall be assumed by the applicable Debtor as of the Effective Date (collectively, the “Assumed Contracts”); provided, however, that the Debtor reserve the right, on or prior to the Confirmation Date, to amend Exhibit B to the Plan to add any executory contract or unexpired lease thereto or to delete any executory contract or unexpired lease therefrom, in which event such executory contract(s) or unexpired lease(s) shall be deemed to be assumed (if added) or rejected (if deleted). The Debtor shall provide notice of any amendments to Exhibit B to the Plan to the parties to the executory contracts and unexpired leases affected thereby. The listing of a document on Exhibit B to the Plan shall not constitute an admission by the Debtor that such document is an executory contract or an unexpired lease or that the Debtor have any liability thereunder. Any executory contract or unexpired lease that exists between any of the Debtor and another Person or Entity and that is not listed on Exhibit B shall be deemed rejected by the applicable Debtor as of the Confirmation Date (collectively, the “Rejected Contracts”), unless there is pending before the Bankruptcy Court on the Confirmation Date a motion to assume such executory contract or unexpired lease. For purposes of the Plan, (i) all non-compete agreements, confidentiality or non-disclosure agreements and indemnification agreements executed for the benefit of any of the Debtor shall be deemed to be executory contracts and Assumed Contracts (even if not listed on Exhibit B), and (ii) except as provided in Article 7 of the Plan, all non-compete agreements, confidentiality or non-disclosure agreements and indemnification agreements executed by any of the Debtor for the benefit of a third party shall be deemed to be executory contracts and Rejected Contracts.

2. Rejection of Executory Contracts and Unexpired Leases.

All executory contracts and unexpired leases existing but not listed on Exhibit B to a Plan shall be deemed rejected as of the Effective Date, except for any executory contract or unexpired lease that has been assumed or rejected in accordance with a Final Order entered on or before the Confirmation Date.

B. Approval of Assumption or Rejection

Entry of the Confirmation Order constitutes: (a) the approval under Bankruptcy Code § 365 of the assumption or assumption and assignment of the executory contracts and unexpired leases assumed or assumed and assigned under the Plan or otherwise during the Bankruptcy Case; and (b) the approval under Bankruptcy Code § 365 of the rejection of the executory contracts and unexpired leases rejected under the Plan or otherwise during the Bankruptcy Case. Notwithstanding anything contained in this Section or the Plan to the contrary, the Debtor retains

the right to add or change the treatment (assumed or rejected) of any executory contract or unexpired lease in the schedules filed with the Bankruptcy Court as part of the Plan Supplement, thus changing the treatment of the contract or lease under the Plan, at any time within 30 days after the Effective Date.

C. Cure of Defaults

Any lessor or other party to an Assumed Contract (except those lessors or other parties whose unexpired leases or executory contracts have been previously assumed by a Final Order of the Bankruptcy Court) asserting a Cure Claim in connection with the assumption of any unexpired lease or executory contract as contemplated by Section 365(b) of the Bankruptcy Code, must file such Cure Claim with the Bankruptcy Court on or before the Cure Claim Submission Deadline asserting all alleged amounts accrued or alleged defaults through the Effective Date. The Reorganized Debtor shall not, and need not as a condition to assuming or assuming and assigning any executory contract or unexpired lease under the Plan, Cure any default relating to a Debtor's failure to perform a nonmonetary obligation under any executory contract or unexpired lease.

Any lessor or other party to an Assumed Contract failing to file a Cure Claim by the Cure Claim Submission Deadline shall be forever barred from asserting, collecting or seeking to collect any amounts or defaults relating thereto against the Debtor or Reorganized Debtor or any Property of any of them. The Reorganized Debtor shall have ninety (90) days from the Effective Date to file an objection to any Cure Claim. Any disputed Cure Claims shall be resolved either consensually or by the Bankruptcy Court. Except as may otherwise be agreed to by the parties, by no later than the date which is six (6) months after the Effective Date, the Reorganized Debtor shall cure any and all undisputed Cure Claims. All disputed Cure Claims shall be cured either within one hundred twenty (120) days after the entry of a Final Order determining the amount, if any, of the Debtor's liability with respect thereto or as may otherwise be agreed to by the parties with the consent of the Exit Financing Lender.

D. Rejection Claims Bar Date.

Unless otherwise ordered by the Bankruptcy Court, any Claim for damages arising by reason of the rejection of any executory contract or unexpired lease must be filed with the Bankruptcy Court on or before the Bar Date for rejection damage Claims in respect of such rejected executory contract or unexpired lease or such Claim shall be forever barred and unenforceable against the Debtor or Reorganized Debtor or the Property of any of them. With respect to the Rejected Contracts or unexpired leases, the Bar Date for filing rejection damage and other Claims with the Bankruptcy Court shall be thirty (30) days after the Confirmation Date (the "Rejection Bar Date"). The Plan and any other order of the Bankruptcy Court providing for the rejection of an executory contract or unexpired lease shall constitute adequate and sufficient notice to Persons or Entities which may assert a Claim for damages from the rejection of an executory contract or unexpired lease of the Bar Date for filing a Claim in connection therewith.

All Claims for damages from the rejection of an executory contract or unexpired lease, once fixed and liquidated by the Bankruptcy Court and determined to be Allowed Claims, shall

be Allowed Unsecured Claims. Any such Claims that become Disputed Claims shall be Disputed Claims in the Unsecured Claims Class for purposes of administration of Distributions under the Plan to Holders of Allowed Unsecured Claims.

E. Inclusiveness.

Unless otherwise specified on Exhibit B to the Plan, each executory contract and unexpired lease listed or to be listed on Exhibit B shall include all modifications, amendments, supplements, restatements, or other agreements made directly or indirectly by any agreement, instrument, or other document that in any manner affect such executory contract or unexpired lease, without regard to whether such agreement, instrument or other document is listed on such Exhibit B to the Plan.

IX. DESCRIPTION OF OTHER PROVISIONS OF THE PLAN

A. Post-Effective Date Fees; Final Decree

The Debtor shall pay the United States Trustee the appropriate sum required pursuant to 28 U.S.C. § 1930(a)(6) within ten (10) days of the entry of the order of confirmation for pre-confirmation periods and simultaneously provide to the United States Trustee an appropriate affidavit indicating the cash disbursements for the relevant period. The reorganized Debtor shall further pay the United States Trustee the appropriate sum required pursuant to 28 U.S.C. § 1930(a)(6) based upon all disbursement of the reorganized Debtor for post-confirmation periods within the time period set forth in 28 U.S.C. § 1930(a)(6), until the earlier of the closing of this case by the issuance of a Final Decree by the Court, or upon the entry of an Order by this Court dismissing the case or converting the case to another Chapter under the United States Bankruptcy Code, and the parties responsible for paying the post-confirmation United States Trustee fees shall provide to the United States Trustee upon the payment of each post-confirmation payment an appropriate affidavit indicating all the cash disbursements for the relevant period.

Notice of application for a final decree will only be provided to those holders of Claims and Equity Interests who specifically request such notice.

B. Vesting of Assets.

Except as provided in the Plan, the Confirmation Order, or the Plan Documents, on the Effective Date, and except as otherwise expressly provided in the Plan and the Exit Financing Documents, all Property of the Debtor's Estate (including the Litigation Claims and any net operating losses) shall vest in the respective Reorganized Debtor free and clear of any and all Liens, Debts, obligations, Claims, Cure Claims, Liabilities, Equity Interests, and all other interests of every kind and nature except the Permitted Liens, and the Confirmation Order shall so provide. The Reorganized Debtor intends to preserve net operating losses to the maximum extent permitted under applicable law. As of the Effective Date, the Reorganized Debtor may operate its businesses and use, acquire, and dispose of its Property, free of any restrictions of the Bankruptcy Code or the Bankruptcy Rules, other than those restrictions expressly imposed by the Plan and the Confirmation Order. All privileges with respect to the Property of the Debtor's

Estate, including the attorney/client privilege, to which the Debtor is entitled shall automatically vest in, and may be asserted by or waived on behalf of, the Reorganized Debtor.

C. Discharge of Claims.

Except as otherwise expressly provided in the Plan or in the Confirmation Order, the Confirmation Order shall operate as a discharge, pursuant to Section 1141(d) of the Bankruptcy Code, to the fullest extent permitted by applicable law, as of the Effective Date, of the Debtor, the Debtor's Estate and the Reorganized Debtor from any and all Debts, Liabilities or Claims of any nature whatsoever against the Debtor that arose at any time prior to the Confirmation Date, including any and all Claims for principal and interest, whether accrued before, on or after the Petition Date. Except as otherwise expressly provided in the Plan or in the Confirmation Order, but without limiting the generality of the foregoing, on the Effective Date, the Debtor and its Estate and the Reorganized Debtor, and its respective successors or assigns, shall be discharged, to the fullest extent permitted by applicable law, from any Claim or Debt that arose prior to the Confirmation Date and from any and all Debts of the kind specified in Section 502(g), 502(h), or 502(i) of the Bankruptcy Code, whether or not (a) a Proof of Claim based on such Debt was filed pursuant to Section 501 of the Bankruptcy Code, (b) a Claim based on such Debt is an Allowed Claim pursuant to Section 502 of the Bankruptcy Code, or (c) the Holder of a Claim based on such Debt has voted to accept the Plan. As of the Effective Date, except as otherwise expressly provided in the Plan or in the Confirmation Order, all Persons and Entities, including all Holders of Claims or Equity Interests, shall be forever precluded and permanently enjoined to the fullest extent permitted by applicable law from asserting directly or indirectly against the Debtor or the Debtor's Estate or the Reorganized Debtor, or any of its respective successors and assigns, or the assets or Properties of any of them, any other or further Claims, Debts, rights, causes of action, remedies, Liabilities or Equity Interests based upon any act, omission, document, instrument, transaction, event, or other activity of any kind or nature that occurred prior to the Confirmation Date or that occurs in connection with implementation of the Plan, and the Confirmation Order shall contain appropriate injunctive language to that effect. In accordance with the foregoing, except as otherwise expressly provided in the Plan or in the Confirmation Order, the Confirmation Order shall be a judicial determination of the discharge or termination of all such Claims and other Debts and Liabilities against the Debtor, pursuant to Sections 524 and 1141 of the Bankruptcy Code, to the fullest extent permitted by applicable law, and such discharge shall void any judgment obtained against the Debtor, at any time, to the extent that such judgment relates to a discharged or terminated Claim, Liability, Debt or Equity Interest. Notwithstanding the foregoing, Reorganized Debtor shall remain obligated to make payments and Distributions to Holders of Allowed Claims as required pursuant to the Plan.

D. Exculpations and Related Matters.

1. Exculpation from Liability.

The Debtor and its respective officers, members and managers, the Professionals for the Debtor (acting in such capacity) and the Exit Financing Lender (collectively, the "Exculpated Parties") shall neither have nor incur any liability whatsoever to any Person or Entity for any act taken or omitted to be taken in good faith in connection with or related to the formulation,

preparation, dissemination, implementation, confirmation, or consummation of the Plan, the Disclosure Statement, any Plan Document, the Exit Financing, or any contract, instrument, release, or other agreement or document created or entered into, or any other act taken or omitted to be taken, in connection with the Plan or the Bankruptcy Case, in each case for the period on and after the Petition Date; provided, however, that this exculpation from liability provision shall not be applicable to any liability found by a court of competent jurisdiction to have resulted from fraud or the willful misconduct or gross negligence of any such party. With respect to Professionals, the foregoing release provision shall also include claims of professional negligence arising from the services provided by such Professionals during the Bankruptcy Case. Any such claims shall be governed by the standard of care otherwise applicable to the standard of negligence claims outside of bankruptcy. The Confirmation Order shall enjoin the prosecution by any Person or Entity, whether directly, derivatively or otherwise, of any such claim, obligation, suit, judgment, damage, loss, right, remedy, cause of action, charge, cost, debt, indebtedness, or liability which arose or accrued during such period or was or could have been asserted against any of the Exculpated Parties, except as otherwise provided in the Plan or in the Confirmation Order. Each of the Exculpated Parties shall have the right to independently seek enforcement of this release provision. All such Exculpated Parties shall be entitled to rely upon the advice of counsel with respect to their duties and responsibilities hereunder and under the Bankruptcy Code. Notwithstanding anything herein to the contrary, the exculpation and limitation of liability provided for herein shall not apply to any acts of omissions that occurred prior to the Petition Date. The rights granted under Article 11.2 of the Plan are cumulative with (and not restrictive of) any and all rights, remedies, and benefits that the Exculpated Parties have or obtain pursuant to any provision of the Bankruptcy Code or other applicable law. This exculpation from liability provision is an integral part of the Plan and is essential to its implementation. Notwithstanding anything to the contrary contained herein, the provisions of Article 11.2 of the Plan shall not release any of the Litigation Claims.

2. General Injunction.

Pursuant to Sections 105, 1123, 1129 and 1141 of the Bankruptcy Code, in order to preserve and implement the various transactions contemplated by and provided for in the Plan, as of the Effective Date, except as otherwise expressly provided in the Plan or in the Confirmation Order, all Persons or Entities that have held, currently hold or may hold a Claim, Debt, Liability or Equity Interest that is discharged or terminated pursuant to the terms of the Plan are and shall be permanently enjoined and forever barred to the fullest extent permitted by law from taking any of the following actions on account of any such discharged or terminated Claims, Debts, Liabilities, or Equity Interests, other than actions brought to enforce any rights or obligations under the Plan or the Plan Documents: (a) commencing or continuing in any manner any action or other proceeding against the Debtor or the Reorganized Debtor or its respective Properties; (b) enforcing, attaching, collecting or recovering in any manner any judgment, award, decree or order against the Debtor, or the Reorganized Debtor, or its respective Properties; (c) creating, perfecting or enforcing any Lien or encumbrance against the Debtor, or the Reorganized Debtor, or its respective Properties; (d) asserting a setoff, right of subrogation or recoupment of any kind against any debt, liability or obligation due to the Debtor or the Reorganized Debtor; (e) commencing or continuing, in any manner or in any place, any action that does not comply

with or is inconsistent with the provisions of the Plan or the Confirmation Order; or (f) interfering with or in any manner whatsoever disturbing the rights and remedies of the Debtor or the Reorganized Debtor under the Plan and the Plan Documents and the other documents executed in connection therewith. The Debtor and the Reorganized Debtor shall have the right to independently seek enforcement of this general injunction provision. This general injunction provision is an integral part of the Plan and is essential to its implementation. Notwithstanding anything to the contrary contained herein, the General Injunction Provisions shall not release any of the Litigation Claims.

3. Term of Certain Injunctions and Automatic Stay.

All injunctions or automatic stays for the benefit of the Debtor pursuant to Sections 105, 362 or other applicable provisions of the Bankruptcy Code, or otherwise provided for in the Bankruptcy Case, and in existence on the Confirmation Date, shall remain in full force and effect following the Confirmation Date and until the Final Decree Date, unless otherwise ordered by the Bankruptcy Court.

With respect to all lawsuits pending in courts in any jurisdiction (other than the Bankruptcy Court) that seek to establish the Debtor's liability on Prepetition Claims asserted therein and that are stayed pursuant to Section 362 of the Bankruptcy Code, such lawsuits shall be deemed dismissed as of the Effective Date, unless the Debtor affirmatively elect to have the Debtor's liability established by such other courts, and any pending motions seeking relief from the automatic stay for purposes of continuing any such lawsuits in such other courts shall be deemed denied as of the Effective Date, and the automatic stay shall continue in effect, unless the Debtor affirmatively elect to have the automatic stay lifted and to have the Debtor's liability established by such other courts; and the Prepetition Claims at issue in such lawsuits shall be determined and either Allowed or disallowed in whole or part by the Bankruptcy Court pursuant to the applicable provisions of the Plan, unless otherwise elected by the Debtor as provided herein.

E. Preserved Litigation Claims and Disputed Claims Resolution

1. Preserved Litigation Claims.

In accordance with Bankruptcy Code § 1123(b)(3), all Litigation Claims are retained and reserved for the Reorganized Debtor, which are designated as the respective Estate's representative under Bankruptcy Code § 1123(b)(3)(B) for purposes of the prosecuting all such preserved Litigation Claims. In accordance with Bankruptcy Code § 1123(b)(3), all Litigation Claims are retained and reserved for the benefit of the Reorganized Debtor. The Reorganized Debtor shall have the authority to prosecute, defend, compromise, settle, and otherwise deal with any Litigation Claims, and the Reorganized Debtor shall do so in its capacity as a representative of the respective Estate in accordance with Bankruptcy Code § 1123(b)(3)(B). The Reorganized Debtor shall have sole discretion to determine in its business judgment which Litigation Claims to pursue, which to settle, and the terms and conditions of those settlements.

2. Pursuit of Litigation Claims.

On the Effective Date, the Litigation Claims shall be vested in the applicable Reorganized Debtor. The Reorganized Debtor will have the right, in its sole and absolute discretion, to pursue, not pursue, settle, release or enforce any Litigation Claims without seeking any approval from the Bankruptcy Court. The Debtor is currently not in a position to express an opinion on the merits of any of the Litigation Claims or on the recoverability of any amounts as a result of any such Litigation Claims. For purposes of providing notice, the Debtor states that any party in interest that engaged in business or other transactions with the Debtor Prepetition or that received payments from the Debtor Prepetition may be subject to litigation to the extent that applicable bankruptcy or non-bankruptcy law supports such litigation. The Reorganized Debtor will fund the costs and expenses (including legal fees) to pursue the Litigation Claims.

No Creditor or other party should vote for the Plan or otherwise rely on the Confirmation of the Plan or the entry of the Confirmation Order in order to obtain, or on the belief that it will obtain any defense to any Litigation Claim. No Creditor or other party should act or refrain from acting on the belief that it will obtain any defense to any Litigation Claim. ADDITIONALLY, THE PLAN DOES NOT, AND IS NOT INTENDED TO, RELEASE ANY LITIGATION CLAIM OR OBJECTIONS TO CLAIMS, AND ALL SUCH RIGHTS ARE SPECIFICALLY RESERVED IN FAVOR OF THE REORGANIZED DEBTOR. Creditors are advised that legal rights, claims and rights of action the Debtor may have against them, if they exist, are retained under the Plan for prosecution unless a specific order of the Bankruptcy Court authorizes the Debtor to release such claims. As such, Creditors are cautioned not to rely on (i) the absence of the listing of any legal right, claim or right of action against a particular Creditor in the Disclosure Statement, the Plan, or the Schedules, or (ii) the absence of litigation or demand prior to the Effective Date of the Plan as any indication that the Debtor or Reorganized Debtor does not possess or do not intend to prosecute a particular claim or Litigation Claim if a particular creditor votes to accept the Plan. It is the expressed intention under each of the Plan to preserve rights, objections to Claims, and rights of action of the Debtor, whether now known or unknown, for the benefit of Reorganized Debtor. A Litigation Claim shall not, under any circumstances, be waived as a result of the failure of the Debtor to describe such Litigation Claim with specificity in the Plan or in this Disclosure Statement; nor shall the Reorganized Debtor, as a result of such failure, be estopped or precluded under any theory from pursuing any such Litigation Claim. Nothing in the Plan operates as a release of any Litigation Claim.

3. Summary of Litigation Claims

The Debtor does not presently know the full extent of the Litigation Claims and, for purposes of voting on the Plan, all Creditors are advised that the Reorganized Debtor will have substantially the same rights that a Chapter 7 trustee would have with respect to the Litigation Claims. Accordingly, neither a vote to accept a Plan by any Creditor nor the entry of the Confirmation Order will act as a release, waiver, bar or estoppel of any Litigation Claim against such Creditor or any other Person or Entity, unless such Creditor, Person or Entity is specifically identified by name as a released party under that particular Plan, in the Confirmation Order, or in any other Final Order of the Bankruptcy Court. Confirmation of the Plan and entry of the Confirmation Order is not intended to and shall not be deemed to have any res judicata or

collateral estoppel or other preclusive effect that would precede, preclude, or inhibit prosecution of such Litigation Claim following Confirmation of the Plan.

At this time, the Debtor is not aware of any Litigation Claims against third parties, or any of the current management of the Debtor or its principals. The Debtor and Reorganized Debtor reserve all rights under Section 506(c) of the Bankruptcy Code with respect to any and all Secured Claims.

4. Prosecution and Settlement of Litigation Claims.

The Reorganized Debtor (a) may commence or continue in any appropriate court or tribunal any suit or other proceeding for the enforcement of any Litigation Claim which the Debtor had or had power to assert immediately prior to the Effective Date, and (b) may settle or adjust such Litigation Claim.

X. PROVISIONS GOVERNING DISTRIBUTIONS

A. Initial Distribution

As soon as reasonably practicable (as determined by Reorganized Debtor with the consent of the Exit Financing Lender) after the Effective Date, the Reorganized Debtor shall make the Distributions required under the Plan to Holders of Allowed Administrative Claims (including Allowed Administrative Claims of Professionals), Allowed Priority Claims and Allowed Claims in Classes 2A, 2B, 3C and 3D (collectively, the “Initial Distribution”). Thereafter, the Reorganized Debtor shall make additional Distributions to Holders of Allowed Unsecured Claims as and when required by the terms of the Plan.

B. Determination of Claims

From and after the Effective Date, the Reorganized Debtor shall have the exclusive authority to, and shall, file, settle, compromise, withdraw, or litigate to judgment all objections to Claims, all with the consent of the Exit Financing Lender. Except as to any late-filed Claims and Claims resulting from the rejection of executory contracts or unexpired leases, if any, all objections to Claims shall be filed with the Bankruptcy Court by no later than ninety (90) days following the Effective Date (unless such period is extended by the Bankruptcy Court upon motion of the Debtor or Reorganized Debtor), and the Confirmation Order shall contain appropriate language to that effect. Objections to Claims resulting from the rejection of executory contracts or unexpired leases shall be filed on the later of (a) ninety (90) days following the Effective Date or (b) the date sixty (60) days after Reorganized Debtor receives actual notice of the filing of such Claim.

1. Notwithstanding any authority to the contrary, an objection to a Claim shall be deemed properly served on the Holder of the Claim if the Debtor or Reorganized Debtor, as the case may be, effect service in any of the following manners: (a) in accordance with Federal Rule of Civil Procedure 4, as modified and made applicable by Bankruptcy Rule 7004, (b) to the extent counsel for the Holder of a Claim is unknown, by first class mail, postage prepaid, on the

signatory on the Proof of Claim or other representative identified on the Proof of Claim or any attachment thereto, or (c) by first class mail, postage prepaid, on any counsel that has filed a notice of appearance in the Bankruptcy Case on behalf of the Holder of a Claim.

2. Disputed Claims shall be fixed or liquidated in the Bankruptcy Court as core proceedings within the meaning of 28 U.S.C. § 157(b)(2)(B) unless the Bankruptcy Court orders otherwise. If the fixing or liquidation of a contingent or unliquidated Claim would cause undue delay in the administration of the Bankruptcy Case, such Claim shall be estimated by the Bankruptcy Court for purposes of allowance and Distribution. The Debtor or Reorganized Debtor may, at any time, with the consent of the Exit Financing Lender, request that the Bankruptcy Court estimate any contingent or unliquidated Claim pursuant to Section 502(c) of the Bankruptcy Code regardless of whether the Debtor or Reorganized Debtor previously objected to such Claim or whether the Bankruptcy Court has ruled on any such objection. The Bankruptcy Court shall retain jurisdiction to estimate any Claim at any time during litigation concerning any objection to any Claim, including during the pendency of any appeal relating to any such objection. In the event that the Bankruptcy Court estimates any contingent or unliquidated Claim, such estimated amount will constitute either the Allowed Amount of such Claim or a maximum limitation on such Claim, as determined by the Bankruptcy Court. If the estimated amount constitutes a maximum limitation on such Claim, the Debtor or Reorganized Debtor may elect to pursue any supplemental proceedings to object to any ultimate allowance of such Claim. The determination of Claims in Estimation Hearings shall be binding for purposes of establishing the maximum amount of the Claim for purposes of allowance and Distribution. All of the aforementioned Claims objection, estimation and resolution procedures are cumulative and not exclusive of one another. Procedures for specific Estimation Hearings, including provisions for discovery, shall be set by the Bankruptcy Court giving due consideration to applicable Bankruptcy Rules and the need for prompt determination of the Disputed Claim.

C. Distributions.

Notwithstanding any provision herein to the contrary, no Distribution shall be made to the Holder of a Disputed Claim unless and until such Disputed Claim becomes an Allowed Claim. At such time that such Disputed Claim becomes an Allowed Claim, the Holder of such Allowed Claim shall receive the Distribution to which such Holder is then entitled under the Plan.

Notwithstanding any provision herein to the contrary, if, on any applicable Distribution Date, the Holder of a Claim is subject to a proceeding against it by Reorganized Debtor under Section 502(d) of the Bankruptcy Code, then each of the Reorganized Debtor (in its sole discretion) may withhold a Distribution to such Holder until the final resolution of such proceeding.

Distributions to a Holder of an Allowed Claim shall be made at the address of such Holder set forth in the Schedules or on the books and records of the Debtor or Reorganized Debtor at the time of the Distribution, unless the Reorganized Debtor have been notified in writing of a change of address, including by the filing of a Proof of Claim or statement pursuant to Bankruptcy Rule 3003 by such Holder that contains an address for such Holder different than

the address for such Holder as set forth in the Schedules. The Reorganized Debtor shall not be liable for any Distribution sent to the address of record of a Holder in the absence of the written change thereof as provided herein.

D. Unclaimed Distributions.

1. If the Holder of an Allowed Claim fails to negotiate a check for a Distribution issued to such Holder within sixty (60) days of the date such check was issued, then Reorganized Debtor shall provide written notice to such Holder stating that, unless such Holder negotiates such check within thirty (30) days of the date of such notice, the amount of Cash attributable to such check shall be deemed to be unclaimed, such Holder shall be deemed to have no further Claim in respect of such check, such Holder's Allowed Claim shall no longer be deemed to be Allowed, and such Holder shall not be entitled to participate in any further Distributions under the Plan in respect of such Claim.

2. If a check for a Distribution made pursuant to the Plan to any Holder of an Allowed Claim is returned to the Reorganized Debtor due to an incorrect or incomplete address for the Holder of such Allowed Claim, and no claim is made in writing to the Reorganized Debtor as to such check within sixty (60) days of the date such Distribution was made, then the amount of Cash attributable to such check shall be deemed to be unclaimed, such Holder shall be deemed to have no further Claim in respect of such check, such Holder's Allowed Claim shall no longer be deemed to be Allowed, and such Holder shall not be entitled to participate in any further Distributions under the Plan in respect of such Claim.

3. Any unclaimed Distribution as described above sent by the Reorganized Debtor shall become the property of the Reorganized Debtor.

E. Transfer of Claim.

In the event that the Holder of any Claim shall transfer such Claim on and after the Effective Date, such Holder shall immediately advise Reorganized Debtor in writing of such transfer and provide sufficient written evidence, in the Reorganized Debtor reasonable discretion, of such transfer. The Reorganized Debtor shall be entitled to assume that no transfer of any Claim has been made by any Holder unless and until the Reorganized Debtor have received written notice to the contrary. Each transferee of any Claim shall take such Claim subject to the provisions of the Plan and to any request made, waiver or consent given or other action taken hereunder and, except as otherwise expressly provided in such notice, Reorganized Debtor shall be entitled to assume conclusively that the transferee named in such notice shall thereafter be vested with all rights and powers of the transferor under the Plan.

F. One Distribution Per Holder.

If the Holder of a Claim holds more than one Claim in any one Class, all Claims of such Holder in such Class shall be aggregated and deemed to be one Claim for purposes of Distribution hereunder, and only one Distribution shall be made with respect to the single aggregated Claim.

G. Effect of Pre-Confirmation Distributions.

Nothing in the Plan shall be deemed to entitle the Holder of a Claim that received, prior to the Effective Date, full or partial payment of such Holder's Claim, by way of settlement or otherwise, pursuant to an order of the Bankruptcy Court, provision of the Bankruptcy Code, or other means, to receive a duplicate payment in full or in part pursuant to the Plan; and all such full or partial payments shall be deemed to be payments made under the Plan for purposes of satisfying the obligations of the Debtor or Reorganized Debtor to such Holder under the Plan.

H. No Interest on Claims.

Except as expressly stated in the Plan or otherwise Allowed by a Final Order of the Bankruptcy Court, no Holder of an Allowed Claim shall be entitled to the accrual of Postpetition Interest or the payment of Postpetition Interest, penalties, or late charges on account of such Allowed Claim for any purpose. Additionally, and without limiting the foregoing, interest shall not accrue or be paid on any Disputed Claim in respect of the period from the Effective Date to the date a Disputed Claim becomes an Allowed Claim.

I. Compliance with Tax Requirements.

In connection with the Plan, the Reorganized Debtor shall comply with all tax withholding and reporting requirements imposed by federal, state, local and foreign taxing authorities, and all Distributions hereunder shall be subject to such withholding and reporting requirements. Notwithstanding the above, each Holder of an Allowed Claim that is to receive a Distribution under the Plan shall have the sole and exclusive responsibility for the satisfaction and payment of any tax obligations imposed by any Governmental Unit, including income, withholding, and other tax obligations, on account of such Distribution.

J. Preservation of Insurance

The discharge and release from Claims as provided in the Plan, except as necessary to be consistent with the Plan, does not diminish or impair the enforceability of any insurance policy that may cover Claims against a Debtor or any other Person.

XI. Retention of Jurisdiction After the Effective Date.**A. Retention of Jurisdiction****1. General Retention.**

Notwithstanding the entry of the Confirmation Order and the occurrence of the Effective Date, and except as expressly provided in the Confirmation Order as it shall have become a Final Order, or the Plan Documents (including, without limitation, the Exit Financing Documents), until the Bankruptcy Case is closed, the Bankruptcy Court shall retain the fullest and most extensive jurisdiction of and over the Bankruptcy Case that is permitted by applicable law, including that necessary to ensure that the purposes and intent of the Plan are carried out.

2. Specific Purposes.

In addition to the general retention of jurisdiction set forth in Article 12.1 of the Plan, after Confirmation of the Plan and until the Bankruptcy Case is closed, and except as expressly provided in the Confirmation Order as it shall have become a Final Order, or the Plan Documents (including, without limitation, the Exit Financing Documents), the Bankruptcy Court shall retain jurisdiction of the Bankruptcy Case for the following specific purposes.

i) to allow, disallow, determine, liquidate, classify, estimate or establish the priority or secured or unsecured status of any Claim or Equity Interest, including the resolution of any application for an Administrative Claim, and to determine any and all objections to the allowance or priority of Claims or Equity Interests;

ii) to determine any and all Case, controversies, suits or disputes arising under or relating to the Bankruptcy Case, the Plan or the Confirmation Order (including regarding the effect of any exculpation, discharge, limitation of liability, or injunction provisions provided for herein or affected hereby and regarding whether the conditions precedent to the consummation and/or Effective Date of the Plan have been satisfied);

iii) to determine any and all applications for allowance of compensation of Professionals and reimbursement of expenses under Section 330, 331 or 503(b) of the Bankruptcy Code arising out of or relating to the Bankruptcy Case; provided, however, that this retention of jurisdiction shall not require prior Bankruptcy Court approval of the payment of fees and reimbursement of expenses of Professionals incurred after the Effective Date unless an objection to such fees and expenses has been made by Reorganized Debtor;

iv) to determine any and all motions pending as of the date of the Confirmation Hearing (including pursuant to the Plan) for the rejection, assumption, or assignment of executory contracts or unexpired leases to which the Debtor are a party or with respect to which the Debtor may be liable, and to determine the allowance of any Claims resulting from the rejection thereof or any Cure Claims;

v) to determine any and all motions, applications, adversary proceedings, contested or litigated matters, Litigation Claims, and any other matters involving the Debtor or Reorganized Debtor commenced in connection with, or arising during, the Bankruptcy Case and pending on the Effective Date, including approval of proposed settlements thereof;

vi) to enforce, interpret and administer the terms and provisions of the Plan and the Plan Documents, provided, however, that the Bankruptcy Court shall not retain jurisdiction to enforce, interpret or administer the terms and provisions of the Exit Financing Documents;

vii) to modify any provisions of the Plan to the fullest extent permitted by the Bankruptcy Code and the Bankruptcy Rules;

viii) to consider and act on the compromise and settlement of any Claim against or Equity Interest in the Debtor;

ix) to assure the performance by Reorganized Debtor of its obligations under the Plan;

x) to correct any defect, cure any omission, reconcile any inconsistency or make any other necessary changes or modifications in or to the Disclosure Statement, the Plan, the Plan Documents, the Confirmation Order, or any exhibits or schedules to the foregoing, as may be necessary or appropriate to carry out the purposes and intent of the Plan, including the adjustment of the date(s) of performance under the Plan in the event the Effective Date does not occur as provided herein so that the intended effect of the Plan may be substantially realized thereby;

xi) to resolve any disputes concerning any release or exculpation of, or limitation of liability as to, a non-debtor (including any Professional) hereunder or the injunction against acts, employment of process or actions against such non-debtor (including any Professional) arising hereunder;

xii) to enforce all orders, judgments, injunctions and rulings entered in connection with the Bankruptcy Case;

xiii) to enter such orders as may be necessary or appropriate to implement or consummate the provisions of the Plan and all contracts, instruments, releases, indentures and other agreements or documents created in connection with the Plan, the Disclosure Statement or the Confirmation Order, including the Plan Documents;

xiv) to review and approve any sale or transfer of assets or Property by the Debtor or the Reorganized Debtor, including prior to or after the date of the Plan, and to determine all questions and disputes regarding such sales or transfers;

xv) to determine all questions and disputes regarding title to the assets or Property of the Debtor, or the Reorganized Debtor;

xvi) to determine any and all matters, disputes and proceedings relating to the Litigation Claims, whether arising before or after the Effective Date;

xvii) to determine any motions or contested matters involving taxes, tax refunds, tax attributes, tax benefits and similar or related matters with respect to the Debtor arising on or prior to the Effective Date or arising on account of transactions contemplated by the Plan;

xviii) to resolve any determinations which may be requested by the Debtor or Reorganized Debtor of any unpaid or potential tax liability or any matters relating thereto under Sections 505 and 1146 of the Bankruptcy Code, including tax liability or such related matters for any taxable year or portion thereof ending on or before the Effective Date;

xix) to issue injunctions, enter and implement other orders or take such other actions as may be necessary or appropriate to restrain interference by any Person or Entity with consummation, implementation or enforcement of the Plan or the Confirmation Order;

xx) to enter and implement such orders as are necessary or appropriate if the Confirmation Order is for any reason modified, stayed, reversed, revoked or vacated;

xxi) to determine any other matters that may arise in connection with or relating to the Plan, the Disclosure Statement, the Confirmation Order or the Plan Documents;

xxii) to enter such orders as are necessary to implement and enforce the injunctions described herein;

xxiii) to enforce the obligations of any purchaser of any Property of the Debtor;

xxiv) to determine such other matters and for such other purposes as may be provided for in the Confirmation Order or as may from time to time be authorized under the provisions of the Bankruptcy Code or any other applicable law; and

xxv) to enter an order concluding and terminating the Bankruptcy Case.

B. Closing of the Bankruptcy Case.

In addition to the retention of jurisdiction set forth in above, the Bankruptcy Court shall retain jurisdiction of the Bankruptcy Case to enter an order reopening the Bankruptcy Case after it have been closed.

C. Amendment and/or Modification of the Plan

At any time before the Confirmation Date, the Debtor may alter, amend, or modify the Plan under Bankruptcy Code § 1127(a) as long as doing so does not materially and adversely affect the treatment and rights of the holders of Claims under the Plan. After the Confirmation Date but before substantial consummation of the Plan as defined in Bankruptcy Code § 1101 (2), the Debtor or Reorganized Debtor may, under Bankruptcy Code § 1127(b), institute proceedings in the Bankruptcy Court to remedy any defect or omission or reconcile any inconsistencies in the Plan, the Disclosure Statement, the Plan Documents, or the Confirmation Order, and any matters

necessary to carry out the purposes and effects of the Plan as long as such proceedings do not materially and adversely affect the treatment of holders of Claims under the Plan. The Debtor and/or Reorganized Debtor must serve prior notice of such proceedings in accordance with the Bankruptcy Rules or applicable order of the Bankruptcy Court.

After the entry of the Confirmation Order and before the Effective Date the Plan, the Debtor (prior to the Effective Date) or the Reorganized Debtor (on the Effective Date) may, with the consent of the Exit Financing Lender, modify the Plan or the Plan Documents in a way that materially adversely affects the interests, rights, or treatment of a Class of Claims or Equity Interests, provided that (a) the Plan or such other Plan Documents, as modified, meets applicable Bankruptcy Code requirements, (b) the Debtor or Reorganized Debtor (as the case may be) obtain Bankruptcy Court approval for such modification, after notice, including to the Class of Claims or Equity Interests materially adversely affected and a hearing, (c) such modification is accepted by (i) at least two-thirds in dollar amount, and more than one-half in number, of the Allowed Claims actually voting in each Class of Claims adversely affected by such modification or (ii) at least two-thirds in amount of Allowed Equity Interests actually voting in each Class of Equity Interests adversely affected by such modification, and (d) the Debtor or Reorganized Debtor (as the case may be) comply with Section 1125 of the Bankruptcy Code with respect to the Plan or such other Plan Documents, as modified.

Notwithstanding anything to the contrary contained in the Plan, the Plan may not be altered, amended or modified without the written consent of the Debtor (prior to the Effective Date) or Reorganized Debtor (on and after the Effective Date).

D. Revocation or Withdrawal of the Plan(s)

The Debtor reserves the right to revoke or withdraw the Plan prior to the Confirmation Date. If the Debtor revokes or withdraws the Plan, or if Confirmation of the Plan does not occur, then the Plan shall be deemed null and void in all respects and nothing contained in the Plan shall be deemed to (a) constitute a waiver or release of any Claims against, or Equity Interests in, the Debtor or any other Person, or (b) prejudice in any manner the rights of the Debtor or any other Person in any further proceedings involving the Debtor.

E. Withholding and Reporting Requirements

In connection with the Plan and all instruments issued in connection with the Plan, the Debtor or Reorganized Debtor, as the case may be, must comply with all withholding and reporting requirements imposed by any federal, state, local, or foreign taxing authority, and all distributions under the Plan remain subject to any such withholding and reporting requirements. The Debtor and Reorganized Debtor, as the case may be, may take all actions necessary to comply with such withholding and reporting requirements. Notwithstanding any other provision of the Plan, each holder of an Allowed Claim or Allowed Equity Interest that has received a distribution under the Plan has sole and exclusive responsibility for the satisfaction or payment of any tax obligation imposed by any governmental unit, including income, withholding, and other tax obligation on account of such distribution.

XII. CONDITIONS PRECEDENT

A. Conditions to Confirmation and Effective Date of Plan.

The following are conditions precedent to confirmation of the Plan that may be satisfied or waived in accordance with the terms of the Plan:

(i) The Bankruptcy Court shall have entered the Disclosure Statement Approval Order.

(ii) The Bankruptcy Court shall have made such findings and determinations regarding the Plan as shall enable the entry of the Confirmation Order in a manner consistent with the provisions of the Plan; and

(iii) The Bankruptcy Court shall have entered a confirmation order confirming the Plan in form and substance acceptable to the Debtor and the Exit Financing Lender.

B. Conditions Precedent to the Effective Date.

The following are conditions precedent to the occurrence of the Effective Date, each of which may be satisfied or waived in accordance with the terms of the Plan:

The Plan filed shall not be consummated and the Effective Date shall not occur unless each of the following conditions has been satisfied following the Confirmation Date or waived by the Debtor with the consent of the Exit Financing Lender:

i) The Confirmation Order shall be a Final Order.

ii) The confirmation order entered shall, in form and substance be acceptable to the Debtor and the Exit Financing Lender, be a Final Order and all of the conditions precedent to the effective date shall have been satisfied or waived.

iii) All conditions precedent to the closing of the Exit Financing shall have been satisfied or waived in accordance with the terms thereof.

iv) The Plan Document shall be in form and substance acceptable to the Debtor and the Exit Financing Lender.

XIII. ACCEPTANCE AND CONFIRMATION OF PLAN

A. Acceptance of the Plan.

As a condition to confirmation, the Bankruptcy Code requires that each Class of Impaired Claims and Equity Interests accept the Plan, except under certain circumstances. Bankruptcy Code § 1126(c) defines acceptance of a plan by a class of impaired Claims as acceptance by holders of at least two-thirds in dollar amount and more than one-half in number of Claims in

that Class, but for that purpose counts only those who actually vote to accept or to reject the Plan. Under Bankruptcy Code § 1126(d), a Class of Equity Interests has accepted the Plan if holders of such Equity Interests holding at least two-thirds in amount actually voting have voted to accept the Plan. Bankruptcy Code § 1126(f) deems a Class of Claims or Equity Interests to have accepted the Plan without voting if that Class is unimpaired under the definition in Bankruptcy Code § 1124.

B. Feasibility of the Plan.

To confirm the Plan, the Bankruptcy Court must find that confirmation of the Plan is not likely to be followed by the need for further financial reorganization of the Debtor. This requirement is imposed by Bankruptcy Code § 1129(a) and is referred to as the “feasibility” requirement. The Debtor believes that it will be able to perform timely all obligations described in the Plan and, therefore, that the Plan is feasible.

The Projections attached hereto as **Exhibit 5** demonstrate that the Reorganized Debtor will have sufficient Cash on hand as of the Effective Date to make, on the Effective Date, all payments to Creditors owing on the Effective Date, and sufficient Cash on hand to satisfy all remaining obligations under the Plan to all Creditors in all Classes. Accordingly, the Debtor believes that the Plan satisfies the feasibility requirement of Bankruptcy Code § 1129(a). The Debtor cautions that no guarantee can be made as to the accuracy of the Projections. Certain of the assumptions on which the Projections are based are subject to uncertainties outside the Debtor’s control. Some assumptions inevitably will not materialize, and events and circumstances occurring after the date on which the Projections were prepared may be different from those assumed or may be unanticipated, and may adversely affect the Debtor’s financial results. Therefore, the actual results can be expected to vary from the Projections.

The Projections were not prepared with a view toward compliance with the guidelines established by the American Institute of Certified Public Accountants, the practices recognized to be in accordance with generally accepted accounting principles, or the rules and regulations of the Securities and Exchange Commission regarding projections. Furthermore, the Projections have not been audited by independent accountants. Although presented with numerical specificity, the Projections are based on a variety of assumptions, some of which in the past have not been achieved and which may not be realized in the future, and are subject to significant business, economic and competitive uncertainties and contingencies, and many of which are beyond the Debtor’s control. Consequently, the Projections should not be regarded as a representation or warranty by the Debtor or any other Person, that projections will be realized. Actual results may vary materially from those presented.

C. Best Interests Test

Even if the plan is accepted by each class of holders of claims, the Bankruptcy Code requires a bankruptcy court to determine that the plan is in the “best interests” of all holders of claims and interests that are impaired by the plan and that have not accepted the plan. The “best interests” test, as set forth in Bankruptcy Code § 1129(a)(7), requires a bankruptcy court to find either that: (i) all members of an impaired class of claims or interests have accepted the plan; or

(ii) the plan will provide a member who has not accepted the plan with a recovery of property of a value, as of the effective date of the plan, that is not less than the amount that such holder would recover if the debtor was liquidated under Chapter 7 of the Bankruptcy Code.

To calculate the probable distribution to members of each impaired class of holders of claims and interests if the debtor were liquidated under Chapter 7, a bankruptcy court must first determine the aggregate dollar amount that would be generated from the debtor's assets if its Bankruptcy Case were converted to a Chapter 7 case under the Bankruptcy Code. This "liquidation value" would consist primarily of the proceeds from a forced sale of the debtor's assets by a Chapter 7 trustee.

The amount of liquidation value available to unsecured creditors would be reduced by: (i) the claims of any secured creditors to the extent of the value of their collateral; and (ii) the costs and expenses of liquidation, as well as by other administrative expenses and costs of both the Chapter 7 case and the Chapter 11 case. Costs of liquidation under Chapter 7 of the Bankruptcy Code would include the compensation of a trustee, as well as of counsel and other professionals retained by the trustee, asset disposition expenses, all unpaid expenses incurred by the debtor in its bankruptcy case (such as compensation of attorneys, financial advisors, and restructuring consultants) that are allowed in the Chapter 7 case, litigation costs, and claims arising from the operations of the debtor during the pendency of the bankruptcy case. The liquidation itself would trigger certain priority payments that otherwise would be due in the ordinary course of business. Those priority claims would be paid in full from the liquidation proceeds before the balance would be made available to pay general unsecured claims or to make any distribution in respect of equity interests. The liquidation also would prompt the rejection of any executory contracts and unexpired leases and thereby potentially create higher unsecured claims.

Once the court ascertains the recoveries in liquidation of secured creditors and priority claimants, it must determine the probable distribution to general unsecured creditors and equity security holders from the remaining available proceeds in liquidation. If the probable distribution has a value greater than the distributions to be received by such creditors and equity security holders under a debtor's plan, then the plan is not in the best interests of creditors and equity security holders.

Notwithstanding the difficulties in quantifying recoveries to creditors with precision, the Debtor believes that the Plan will meet the "best interests" test of Bankruptcy Code § 1129(a)(7). The Debtor believes that each member of each Class will receive at least as much under the Plan as it would in a liquidation in a hypothetical Chapter 7 case. Creditors will receive a better recovery through the distributions contemplated in the Plan (rather than a forced liquidation) will allow the realization of more value for the Debtor's assets without the increased costs attending a Chapter 7 liquidation, including statutory Chapter 7 trustee fees and trustee's counsel fees, to name only a few additional expenses not present under the Plan.

D. Confirmation Without Acceptance of All Impaired Classes

Section 1129(b) of the Bankruptcy Code provides that a plan can be confirmed even if it has not been accepted by all impaired classes as long as at least one impaired class of Claims has

accepted it. The Bankruptcy Court may confirm the Plan at the request of the Debtor notwithstanding the Plan's rejection (or deemed rejection) by impaired Classes as long as the Plan "does not discriminate unfairly" and is "fair and equitable" as to each impaired Class that has not accepted it. A plan does not discriminate unfairly within the meaning of the Bankruptcy Code if a dissenting class is treated equally with respect to other classes of equal rank.

A plan is fair and equitable as to a class of secured claims that rejects such plan if the plan provides: (1)(a) that the holders of claims included in the rejecting class retain the liens securing those claims, whether the property subject to those liens is retained by the debtor or transferred to another entity, to the extent of the allowed amount of such claims; and (b) that each holder of a claim of such class receives on account of that claim deferred cash payments totaling at least the allowed amount of that claim, of a value, as of the effective date of the plan, of at least the value of the holder's interest in the estate's interest in such property; (2) for the sale, subject to Section 363(k) of the Bankruptcy Code, of any property that is subject to the liens securing the claims included in the rejecting class, free and clear of the liens, with the liens to attach to the proceeds of the sale, and the treatment of the liens on proceeds under clause (1) or (2) of this paragraph; or (3) for the realization by such holders of the indubitable equivalent of such claims.

A plan is fair and equitable as to a class of unsecured claims that rejects a plan if the plan provides: (1) for each holder of a claim included in the rejecting class to receive or retain on account of that claim property that has a value, as of the effective date of the plan, equal to the allowed amount of such claim; or (2) that the holder of any claim or interest that is junior to the claims of such rejecting class will not receive or retain on account of such junior claim or interest any property at all.

A plan is fair and equitable as to a class of equity interests that rejects a plan if the plan provides: (1) that each holder of an interest included in the rejecting class receive or retain on account of that interest property that has a value, as of the effective date of the plan, equal to the greatest of the allowed amount of any fixed liquidation preference to which such holder is entitled, any fixed redemption price to which such holder is entitled, or the value of such interest; or (2) that the holder of any interest that is junior to the interest of such rejecting class will not receive or retain under the plan on account of such junior claim or interest any property at all.

The CDD and the Indenture Trustee assert that the Plan does not provide present value or the indubitable equivalent of the Class 3 Claims for purposes of cramdown. The Debtor disagrees and asserts that the Debtor can seek and obtain confirmation of the Plan in respect of any Class of Claims that votes to reject the Plan.

XIV. MATERIAL FEDERAL INCOME TAX CONSIDERATIONS

A summary description of certain United States ("U.S.") federal income tax consequences of the Plan is provided below. The description of tax consequences below is for informational purposes only and, due to lack of definitive judicial or administrative authority or interpretation, substantial uncertainties exist with respect to various U.S. federal income tax consequences of the Plan as discussed herein. Only the potential material U.S. federal income

tax consequences of the Plan to the Debtor and to a typical holder of Claims and Equity Interests who are entitled to vote or to accept or reject the Plan are described below. No opinion of counsel has been sought or obtained with respect to any tax consequences of the Plan, and no tax opinion is being given in this Disclosure Statement. No rulings or determination of the Internal Revenue Service (the “IRS”) or any other tax authorities have been sought or obtained with respect to any tax consequences of the Plan, and the discussion below is not binding upon the IRS or such other authorities. No representations are being made regarding the particular tax consequences of the confirmation and consummation of the Plan to the Debtor or to any holder of Claims or Equity Interests. No assurance can be given that the IRS would not assert, or that a court would not sustain, a different position from any discussed herein.

The discussion of the U.S. federal income tax consequences below is based on the Internal Revenue Code of 1986, as amended (the “Tax Code”), Treasury Regulations promulgated and proposed thereunder, judicial authorities, and administrative rulings and pronouncements of the IRS and other applicable authorities, all as in effect on the date of this document. Legislative, judicial or administrative changes or interpretations enacted or promulgated in the future could alter or modify the analyses and conclusions set forth below. It cannot be predicted at this time whether any tax legislation will be enacted or, if enacted, whether any tax law changes contained therein would affect the tax consequences to the holders of Claims and Equity Interests (the “Claimants”). Any such changes or interpretations may be retroactive and could significantly affect the U.S. federal income tax consequences discussed below.

THIS DISCUSSION DOES NOT ADDRESS FOREIGN, STATE OR LOCAL TAX CONSEQUENCES OF THE PLAN, NOR DOES IT PURPORT TO ADDRESS THE U.S. FEDERAL INCOME TAX CONSEQUENCES OF THE PLAN TO SPECIAL CLASSES OF TAXPAYERS (SUCH AS FOREIGN ENTITIES, NONRESIDENT ALIEN INDIVIDUALS, PASS-THROUGH ENTITIES SUCH AS PARTNERSHIPS AND HOLDERS THROUGH SUCH PASS-THROUGH ENTITIES, S CORPORATIONS, MUTUAL FUNDS, INSURANCE COMPANIES, FINANCIAL INSTITUTIONS, SMALL BUSINESS INVESTMENT COMPANIES, REGULATED INVESTMENT COMPANIES, CERTAIN SECURITIES TRADERS, BROKER-DEALERS AND TAX-EXEMPT ORGANIZATIONS). FURTHERMORE, ESTATE AND GIFT TAX ISSUES ARE NOT ADDRESSED AND TAX CONSEQUENCES RELATING TO THE ALTERNATIVE MINIMUM TAX ARE GENERALLY NOT DISCUSSED.

NO REPRESENTATIONS ARE MADE REGARDING THE PARTICULAR TAX CONSEQUENCES OF THE PLAN TO ANY HOLDER OF A CLAIM OR INTEREST. EACH HOLDER OF A CLAIM OR INTEREST IS STRONGLY URGED TO CONSULT A TAX ADVISOR REGARDING THE FEDERAL, STATE, LOCAL AND FOREIGN TAX CONSEQUENCES OF THE TRANSACTIONS DESCRIBED HEREIN AND IN THE PLAN.

A. U.S. Federal Income Tax Consequences to the Debtor

The Debtor is a single-member limited liability company (“SMLLCs”) which is treated as a disregarded entity for U.S. federal income tax purposes and accordingly, is not considered a taxpayer for U.S. federal income tax purposes. Any U. S. income tax, gains, losses, deductions

and/or credits will be passed through and allocated to the ultimate taxpaying persons or entities of the Debtor And applicable tax consequences will apply to such persons or entities.

B. U.S. Federal Income Tax Consequences to Equity Owners and Ultimate Taxpayers

1. Cancellation of Indebtedness Income.

Generally, the discharge of a debt obligation owed by a debtor for an amount less than the “adjusted issue price” (in most cases, the amount the debtor received on incurring the obligation, with certain adjustments) gives rise to cancellation of indebtedness (“COD”) income to the debtor, subject to certain rules and exceptions. However, when the discharge of indebtedness occurs with respect to a taxpayer who is a debtor in bankruptcy pursuant to a plan approved by the bankruptcy court in a case under Title 11 of the Bankruptcy Code (e.g., a Chapter 11 case), there is a special rule under the Tax Code that specifically excludes from such debtor’s income the amount of such discharged indebtedness (the so-called “bankruptcy exception”). As a consequence, certain of the Debtor’s tax attributes otherwise available generally must be reduced by the amount of the COD income that is excluded from the debtor’s income. Such reduction of tax attributes generally occurs in the following order: (i) net operating losses and net operating loss carryovers (collectively, “NOLs”), (ii) general business credits, (iii) minimum tax credits, (iv) capital loss carryovers, (v) the tax basis of debtor’s property (both depreciable and non-depreciable), (vi) passive activity loss and credit carryovers, and (v) foreign tax credit carryovers (although there is a special rule in the Tax Code which allows the debtor to elect to first reduce the tax basis of depreciable property before having to reduce NOLs and other attributes).

As mentioned previously, substantially the Debtor is not a taxpayer for U.S. federal income tax purposes. Any COD income generated as a result of the consummation of the Plan will be attributed to the ultimate taxpaying persons or entities. Certain Equity Owners are either partnerships, S-corporations or SMLLCs treated as disregarded entities for U.S. federal income tax purposes.

To the extent any COD income is recognized, other exclusions or exceptions may apply. Such exceptions include, without limitation, (i) an exception for cancellation of purchase money mortgage indebtedness, (ii) an exception for insolvency, (iii) an exception for qualified farm indebtedness and (iv) an exception for qualified real property indebtedness (i.e., “QRPBI”), but with respect to QRPBI, only to the extent that the amount of COD attributable to the cancellation of QRPBI does not exceed the lesser of: (x) the excess of the outstanding principal amount of debt (immediately before the discharge) over the fair market value of the real estate securing the debt (immediately before the discharge) or (y) the aggregate adjusted basis of all depreciable real property held by the taxpayer immediately before the discharge.

If a partnership is the borrower on the discharged debt, all potential COD exclusions are applied at the partnership level. Thus, although the nature of the debt is determined at the partnership level, any exclusion of COD from income is determined by election of the partner after such income has passed through.

2. Gain or Loss on Transfer/Sale of Debtor's Assets.

If there is a sale of the Debtor's assets, or some portion thereof, the Debtor will generally recognize gain or loss on the sale in an amount equal to the difference between the amount realized (generally, the amount of cash and the fair market value of any other property received plus liabilities of the Debtor's assumed by the buyer, if any) and the Debtor's tax basis in the assets sold. Because any gain or loss recognized by a Debtor will be recognized by a disregarded entity or a pass through entity for U.S. federal income tax purposes, the Debtor will not separately be subject to tax liability, rather such gain or loss will be allocated to the ultimate taxpaying persons or entities and any liability will be calculated based on such taxpaying persons' or entities' specific facts and circumstances. The character of such gain or loss will depend on the specific circumstances and may be capital, ordinary or Section 1231 in nature.

C. U. S. Federal Income Tax Consequences to an Investor Typical of the Holders of Claims and Equity Interests

The U.S. federal income tax consequences of the implementation of the Plan to the Claimants, typical of the holders of Claims and Equity Interests who are entitled to vote to confirm or reject the Plan, will depend on a number of factors, including (i) whether the Claim constitutes a "security" for U.S. federal income tax purposes, (ii) the nature and origin of the Claim, (iii) the manner in which the holder acquired the Claim, (iv) the length of time the Claim has been held, (v) whether the Claim was acquired at a discount, (vi) whether the holder has taken a bad debt deduction or loss with respect to the Claim (or any portion thereof) in the current year or in any prior year, (vii) whether the holder has previously included in its taxable income accrued but unpaid interest with respect to the Claim; (viii) the holder's method of tax accounting, (ix) whether the Claim is an installment obligation for U.S. federal income tax purposes, and (x) the timing of any distributions under the Plan.

1. Gain or Loss Recognition on the Satisfaction of Claims and Character of Gain or Loss; Accrued Interest, Market Discount; Bad Debt Deduction and Worthless Securities Deduction; Modification of Debt Instrument.

A Claimant may recognize gain or loss, with respect to the amount a Claimant receives as payment of a Claim depending on how such Claim was treated for tax reporting purposes (Gain or loss is generally, the amount of cash plus the fair market value of any other property received in satisfaction of the Debtor's obligations) that either exceeds, on one hand, or is less than, on the other hand, the Claimant's adjusted tax basis in the Claim.

In general, gain or loss is recognized by any such Claimant is either capital or ordinary in character. The character is dependent upon the underlying nature of the Claim and whether such Claim, in the hands of the Claimant, constitutes a capital asset.

To the extent a holder of a debt instrument receives property in satisfaction of interest accrued during the holding period of such instrument, such amount will be taxable to the holder as interest income (if not previously included in the holder's gross income). Conversely, such holder may recognize a deductible loss to the extent that any accrued interest claimed or amortized original issue discount was previously included in gross income and is not paid in full.

To the extent that a debt instrument is acquired after its original issuance for less than the issue price of such instrument, it will have market discount. A holder of a Claim with market

discount must treat any gain recognized on the satisfaction of such Claim as ordinary income to the extent that it does not exceed the market discount that has already been accrued with respect to such Claim. There may also be state, local or foreign tax considerations applicable to particular holders of Claims, none of which are discussed herein. A holder of a Claim with respect to a tax-exempt bond obligation which has market discount is subject to special rules.

A holder of an Allowed Claim that is not a security for purposes of section 165(g) of the Tax Code who receives, pursuant to the Plan, an amount of consideration that is less than such holder's tax basis in the claim in exchange of that claim, may be entitled in the year of receipt (or in an earlier year) to a bad debt deduction under section 166(a) of the Tax Code, or may be entitled to a loss under section 165(a) of the Tax Code in the year of receipt. A holder of stock or securities, the Allowed Claim with respect to which is wholly worthless, may be entitled to a worthless securities deduction under sections 165(g) and 165(a) of the Tax Code. The rules governing the timing and amount of such deductions place considerable emphasis on the facts and circumstances of the holder, the obligor, and the instrument with respect to which a deduction is claimed. Any such loss would be limited to the holder's tax basis in the indebtedness or equity interest underlying its claim. Holders of Allowed Claims or Equity Interests, therefore, are urged to consult their tax advisors with respect to their ability to claim such deductions.

Holders generally should not recognize gain, loss or other taxable income upon the reinstatement of their Allowed Claims under the Plan, provided the reinstatement is not a substantial modification of the terms of the Allowed Claim. Taxable income, however, may be recognized by those holders if they are considered to receive interest, damages or other income in connection with the reinstatement, or if the reinstatement is considered for tax purposes to involve a significant modification of the Allowed Claim. The reinstatement of an old debt instrument generally will be treated as an exchange for U.S. federal income tax purposes if the reinstatement results in a significant modification of the terms of the old debt instrument. A reinstatement will generally constitute a significant modification of the old debt instrument if, based on all of the facts and circumstances, the legal rights and obligations under the reinstated obligation differ from those under the original obligation to a degree that is economically significant. If a reinstatement of a debt instrument constitutes an exchange for U.S. federal income tax purposes due to a significant modification of terms, and such an exchange is not pursuant to a tax-free reorganization, the holder should recognize gain or loss in an amount equal to the difference between the amount realized on such exchange (the issue price of the new debt instrument) and such holder's adjusted tax basis in the old debt instrument. The Treasury Regulations set forth a complex set of rules regarding when a modification of a debt instrument is significant which include, without limitation, (1) changing the annual yield of a fixed principal debt instrument, either through an adjustment to the interest rate or a reduction of the principal by an amount in excess of the greater of one-fourth of one percent or five percent of the yield of the unmodified instrument (unless attributable to a formula in the original instrument); (2) changing the timing or amounts of payments to materially defer payments, either through extension of final maturity or rescheduling of payments; (3) substituting a new obligor on a recourse debt; (4) altering collateral or guarantees securing a nonrecourse note (unless the collateral is fungible); (5) altering collateral or guarantees securing a recourse debt if the alteration changes payment expectations; and (6) changing a secured debt from recourse to nonrecourse or vice versa (other than changing a secured debt from recourse to nonrecourse without a change in payment expectations). Two or more modifications occurring at different

times may be treated as a single modification to be tested for significance. However, two or more modifications of different terms that are not individually significant cannot be combined to result in a significant modification. In addition, any modification that based on all facts and circumstances, alters the legal rights or obligations of the parties, to the extent the alterations are “economically significant” triggers a realization event.

Claimants should consult their own tax advisors for information that may be relevant to their particular situations and circumstances and the particular tax consequences to them of the transactions contemplated by the Plan.

2. Holders of Disputed Claims.

Although not free from doubt, holders of Disputed Claims should not recognize any gain or loss on the date that the assets are transferred to the Disputed Claims Reserve, but should only be required to report their gain or loss on the cash or other property that is distributed to such Claimant free from any further restrictions. **Holders of Disputed Claims are urged to consult their own tax advisors regarding the taxation of their Disputed Claims.**

3. Information Reporting and Backup Withholding.

Certain payments, including payments in respect of accrued interest or market discount, are generally subject to information reporting by the payor to the IRS. Moreover, such reportable payments may be subject to backup withholding. Under the Tax Code’s backup withholding rules, a U.S. Claimant may be subject to backup withholding at the applicable rate with respect to certain distributions or payments pursuant to the Plan, unless the Claimant: (i) comes within certain exempt categories (which generally include corporations) and, when required, demonstrates this fact or (ii) provides a correct U.S. taxpayer identification number and certifies under penalty of perjury that the holder is a U.S. person, the taxpayer identification number is correct and that the holder is not subject to backup withholding because of a failure to report all dividend and interest income. Payments made to Foreign Claimants may also be subject to withholding, which may be reduced under an applicable Treaty.

Backup withholding is not an additional tax. Amounts withheld under the backup withholding rules may be credited against a holder’s U. S. federal income tax liability, and the Claimant may obtain a refund of any excess amounts withheld under the backup withholding rules by filing an appropriate claim for refund with the IRS.

D. Importance of Obtaining Professional Tax Assistance

THE FOREGOING DISCUSSION IS INTENDED ONLY AS A SUMMARY OF CERTAIN U. S. FEDERAL INCOME TAX CONSEQUENCES OF THE PLAN AND IS NOT A SUBSTITUTE FOR CAREFUL TAX PLANNING WITH A TAX PROFESSIONAL. THE ABOVE DISCUSSION IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT TAX ADVICE. THE TAX CONSEQUENCES ARE IN MANY CASES UNCERTAIN AND MAY VARY DEPENDING ON A CLAIMHOLDER’S PARTICULAR CIRCUMSTANCES. ACCORDINGLY, CLAIMHOLDERS ARE STRONGLY URGED TO CONSULT THEIR OWN TAX ADVISORS ABOUT THE U. S. FEDERAL, STATE, LOCAL AND FOREIGN INCOME AND OTHER TAX CONSEQUENCES OF THE PLAN, INCLUDING WITH RESPECT TO TAX REPORTING AND RECORD KEEPING REQUIREMENTS.

E. Circular 230 Disclaimer

THE IRS REQUIRES WRITTEN ADVICE REGARDING ONE OR MORE U.S. FEDERAL TAX ISSUES TO MEET CERTAIN STANDARDS. THOSE STANDARDS INVOLVE A DETAILED AND CAREFUL ANALYSIS OF THE FACTS AND APPLICABLE LAW WHICH WE EXPECT WOULD BE TIME CONSUMING AND COSTLY. WE HAVE NOT MADE AND HAVE NOT BEEN ASKED TO MAKE THAT TYPE OF ANALYSIS IN CONNECTION WITH ANY ADVICE GIVEN IN THE FOREGOING DISCUSSION. AS A RESULT, WE ARE REQUIRED TO ADVISE YOU THAT ANY U.S. FEDERAL TAX ADVICE RENDERED IN THE FOREGOING DISCUSSION IS NOT INTENDED OR WRITTEN TO BE USED AND CANNOT BE USED FOR THE PURPOSE OF AVOIDING PENALTIES THAT MAY BE IMPOSED BY THE IRS.

XV. CERTAIN RISK FACTORS TO BE CONSIDERED

The restructuring of the Debtor involves a degree of risk, and this Disclosure Statement and the Plan and certain of the Exhibits contain forward-looking statements that involve risks and uncertainty. The Reorganized Debtor's actual results could differ materially from those anticipated in such forward-looking statements as a result of a variety of factors, including those set forth in the following risk factors and elsewhere in this Disclosure Statement. Holders of Claims should consider carefully the following factors, in addition to the other information contained in this Disclosure Statement, before submitting a vote to accept or reject the Plan.

Reorganization Factors**1. Financial Considerations**

As with any plan of reorganization or other financial transaction, there are certain risk factors that must be considered. All risk factors cannot be anticipated, some events will develop in ways that were not foreseen, and many or all of the assumptions that have been used in connection with this Disclosure Statement and the Plan will not be realized exactly as assumed. Some or all of such variations may be material. While efforts have been made to be reasonable in this regard, there can be no assurance that subsequent events will bear out the analyses set forth in this Disclosure Statement. Holders of Claims should be aware of some of the principal risks associated with the contemplated reorganization:

- There is a risk that one of more of the required conditions or obligations under the Plan or the Plan Documents will not occur, be satisfied or waived, as the case may be, resulting in the inability to confirm the Plan.
- The total amount of all Claims filed in the Bankruptcy Case may materially exceed the estimated amounts of Allowed Claims assumed in the development of the Plan, in the valuation estimates provided above. The actual amount of all Allowed Claims in any Class may differ significantly from the estimates provided in this Disclosure Statement. Accordingly, the amount and timing of the distributions that will ultimately be received

by any particular holder of an Allowed Claim in any Class may be materially and adversely affected if the estimates are exceeded as to any Class.

- A number of other uncertainties may adversely affect Reorganized Debtor's future operations including, without limitation, economic recession, residential housing market, adverse regulatory agency actions, acts of God, or similar circumstances. Many of these factors will be substantially beyond Reorganized Debtor's control, and a change in any factor or combination of factors could have a material adverse effect on Reorganized Debtor's financial condition, cash flows, and results of operations. There can be no assurance that Reorganized Debtor will be able to continue to generate sufficient funds to meet its obligations and necessary capital expenditures. Although Reorganized Debtor's financial Projections assume that Reorganized Debtor will generate sufficient funds to meet its working capital needs for the foreseeable future on a stand-alone basis, its ability to gain access to additional capital, if needed, cannot be assured, particularly in view of possible competitive factors and industry conditions.

2. Risk of Non-Confirmation of the Plan.

Although the Debtor believes that the Plan will satisfy all requirements necessary for confirmation by the Bankruptcy Court, there can be no assurance that the Bankruptcy Court will reach the same conclusion. There can also be no assurance that modifications of the Plan will not be required for confirmation, that such negotiations would not adversely affect the holders of Allowed Claims and Equity Interests, or that such modifications would not necessitate the re-solicitation of votes.

XVI. ALTERNATIVES TO CONFIRMATION AND CONSUMMATION OF THE PLAN

The Debtor believes that the Plan affords holders of Claims and Equity Interests the greatest realization on the Debtor's assets and, therefore, is in the best interests of those holders. If the Plan is not confirmed, however, the theoretical alternatives include: (a) continuation of the pending Bankruptcy Case; (b) an alternative plan or plan of reorganization; or (c) liquidation of the Debtor under Chapter 7 of the Bankruptcy Code.

A. Continuation of the Bankruptcy Case.

If the Debtor remains in Chapter 11, it could continue to operate its businesses and manage its properties as Debtor-in-possession, but it would remain subject to the restrictions imposed by the Bankruptcy Code. The Debtor may have difficulty sustaining the high costs and the erosion of lender and homebuilder confidence that may be caused if the Debtor remains as Chapter 11 Debtor-in-possession.

B. Alternative Plan of Reorganization.

If the Plan is not confirmed, the Debtor, or, after the expiration of the Debtor's exclusive

period in which to propose and solicit a reorganization plan, any other party in interest in the Bankruptcy Case, could propose a different plan. This plan might involve either a reorganization or continuation of the Debtor's businesses, or some other form of orderly liquidation of the Debtor's assets, or a combination of both.

C. Liquidation

If no plan is confirmed, the Debtor's Bankruptcy Case may be converted to a case under Chapter 7 of the Bankruptcy Code. In a Chapter 7 case, a trustee or trustees would be appointed to liquidate the assets of the Debtor. It is impossible to predict precisely how the proceeds of the liquidation would be distributed to the respective holders of Claims against or Interests in the Debtor. However, the Debtor believes that creditors would lose substantially higher going concern value if the Debtor were forced to liquidate. In addition, the Debtor believes that in liquidation under Chapter 7, before creditors received any distribution, additional administrative expenses involved in the appointment of a trustee or trustees and attorneys, accountants and other professionals to assist such trustees would cause a substantial diminution in the value of the Estate. The assets available for distribution to creditors would be reduced by such additional expenses and by Claims, some of which would be entitled to priority, which would arise by reason of the liquidation and from the rejection of leases and other executory contracts in connection with the cessation of operations and the failure to realize the greater going concern value of the Debtor's assets.

The Debtor may also be liquidated under a Chapter 11 plan. In a liquidation under Chapter 11, the Debtor's assets could be sold in an orderly fashion over a more extended period of time than in a liquidation under Chapter 7. Thus, Chapter 11 liquidation might result in larger recoveries than Chapter 7 liquidation, but the delay in distributions could result in lower present values received and higher administrative costs. Because a trustee is not required in a Bankruptcy Case, expenses for professional fees could be lower than in a Chapter 7 case, in which a trustee must be appointed. However, any distribution to the Creditors under a Chapter 11 liquidation plan would likely be delayed substantially.

XVII. SUMMARY, RECOMMENDATION AND CONCLUSION

The Plan provides for an orderly and prompt distribution to Holders of Allowed Claims and Allowed Equity Interests against the Debtor. The Debtor believes that its efforts to maximize the return for Creditors and Holders of Equity Interests have been full and complete. The Debtor further believes that the Plan is in the best interests of all Creditors and Holders of Equity Interests. In the event of a liquidation of the Debtor's assets under Chapter 7 of the Bankruptcy Code, the Debtor believes there would be no distribution to Unsecured Creditors and, in addition, Unsecured Creditors and the Holders of Equity Interests would not receive the value attributable to the Reorganized Debtor. For these reasons, the Debtor urges that the Plan is in the best interests of all Creditors and Holders of Equity Interests and that the Plan be accepted.

Dated as of October 11, 2013.

Respectfully submitted,

/s/ Paul J. Battista

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EXHIBIT 1
(SECOND AMENDED PLAN OF REORGANIZATION)

**UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF FLORIDA
Jacksonville Division
www.flmb.uscourts.gov**

In re:

ABERDEEN LAND II, LLC,

Case No. 13-bk-04103-JAF

Chapter 11

Debtor.

**SECOND AMENDED PLAN OF REORGANIZATION FOR ABERDEEN LAND II, LLC,
PURSUANT TO CHAPTER 11 OF THE UNITED STATES BANKRUPTCY CODE**

Respectfully Submitted,

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ARTICLE 1 INTRODUCTION

Aberdeen Land II, LLC, as a debtor and debtor in possession (the “Debtor”), hereby proposes the following second amended plan of reorganization for the Debtor (the “Plan”), which Plan provides for the resolution of outstanding Claims and Equity Interests in the Debtor pursuant to the provisions of Chapter 11 of the Bankruptcy Code. The Debtor, as proponent of the Plan, requests Confirmation of the Plan pursuant to Section 1129 of the Bankruptcy Code. Unless otherwise defined, capitalized terms used in the Plan shall have the meanings ascribed to such terms in Article 2.1 of the Plan.

In summary, but subject to the more specific details provided herein, the Plan provides for the reorganization of the Debtor’s capital structure, the emergence of the Debtor from the Bankruptcy Case as the Reorganized Debtor and the treatment of Allowed Claims against the Debtor and Allowed Equity Interests in the Debtor provided in the Plan.

Reference is made to the Second Amended Disclosure Statement (the “Disclosure Statement”) accompanying this Plan for a discussion of, among other things, the major events of this Bankruptcy Case, treatment of Claims against and Interests in the Debtor, preservation of Litigation Claims, risk factors, liquidation analysis, tax implications, alternatives to the Plan, a summary and analysis of this Plan and certain related matters.

Under Section 1125(b) of the Bankruptcy Code, a vote to accept or reject the Plan cannot be solicited from the Holder of a Claim or Equity Interest until such time as the Disclosure Statement has been approved by the Bankruptcy Court and distributed to Holders of Claims and Equity Interests. The Disclosure Statement was approved by the Bankruptcy Court in the Disclosure Statement Approval Order, and has been distributed simultaneously with the Plan to all Holders of Claims and Equity Interests whose votes are being solicited. The Disclosure Statement contains, among other things, (a) a discussion of the Debtor’s history, business, Property, and operations, (b) the Projections for the Reorganized Debtor’s future operations, (c) a summary of significant events which have occurred to date in the Bankruptcy Case, (d) a summary of the means of implementing and funding the Plan, and (e) the procedures for voting on the Plan. No materials, other than the Plan and the accompanying Disclosure Statement, Disclosure Statement Approval Order and Ballot, have been approved by the Debtor or the Bankruptcy Court for use in soliciting acceptances or rejections of the Plan. **ALL HOLDERS OF CLAIMS AGAINST AND EQUITY INTERESTS IN THE DEBTOR ENTITLED TO VOTE ON THE PLAN ARE ENCOURAGED TO READ THE PLAN AND THE DISCLOSURE STATEMENT, AND ANY EXHIBITS ATTACHED THERETO, IN THEIR ENTIRETY BEFORE VOTING TO ACCEPT OR REJECT THE PLAN.**

Subject to certain restrictions and requirements set forth in Section 1127 of the Bankruptcy Code and Bankruptcy Rule 3019 and those restrictions on modifications to the Plan set forth in the Plan, the Debtor expressly reserves the right to alter, amend, modify, revoke or withdraw the Plan, one or more times, prior to the Effective Date of the Plan.

IN THE OPINION OF THE DEBTOR, THE TREATMENT OF CLAIMS AND EQUITY INTERESTS UNDER THE PLAN CONTEMPLATES A GREATER RECOVERY THAN THAT WHICH IS LIKELY TO BE ACHIEVED UNDER OTHER ALTERNATIVES FOR THE REORGANIZATION OR LIQUIDATION OF THE DEBTOR. ACCORDINGLY, THE DEBTOR BELIEVES THAT CONFIRMATION OF THE PLAN IS IN THE BEST INTERESTS OF CREDITORS AND HOLDERS OF EQUITY INTERESTS, AND THE DEBTOR RECOMMENDS THAT CREDITORS AND HOLDERS OF EQUITY INTERESTS VOTE TO ACCEPT THE PLAN.

NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, UNLESS OTHERWISE STATED, ALL STATEMENTS IN THE PLAN AND IN THE ACCOMPANYING DISCLOSURE STATEMENT CONCERNING THE HISTORY OF THE DEBTOR'S BUSINESS, THE PAST OR PRESENT FINANCIAL CONDITION OF THE DEBTOR, THE PROJECTIONS FOR THE FUTURE OPERATIONS OF THE REORGANIZED DEBTOR, TRANSACTIONS TO WHICH THE DEBTOR WAS A PARTY, OR THE EFFECT OF CONFIRMATION OF THE PLAN ON HOLDERS OF CLAIMS AGAINST AND EQUITY INTERESTS IN THE DEBTOR ARE ATTRIBUTABLE EXCLUSIVELY TO THE DEBTOR AND NOT TO ANY OTHER PARTY, INCLUDING PROFESSIONALS ENGAGED BY THE DEBTOR OR THE ESTATE.

ARTICLE 2

DEFINED TERMS; RULES OF CONSTRUCTION

2.1 Defined Terms.

2.1.1 As used in the Plan, the following terms (which appear in the Plan as capitalized terms) shall have the meanings set forth below:

"Aberdeen Commercial/Office Property" means that certain undeveloped real property located in the Aberdeen Development, which consists of 28.1 +/- acres of and which is zoned for the development of 60,000 square feet of commercial space and 40,000 square feet of office space.

"Aberdeen Development" means that certain fully integrated, premier master-planned residential community known as "Aberdeen" located in Northwest St. Johns County, Florida just west of Durbin Crossing.

"Aberdeen Lend Loan Documents" shall mean those certain mortgage loan and security documents executed and delivered by Aberdeen of St. Johns, LLC to Wachovia Bank, which loan documents, as amended and modified, were assigned to Aberdeen Lend, LLC and which loan documents evidence the Aberdeen Loan and the collateral securing the Aberdeen Loan, including a mortgage lien in favor of Aberdeen Lend, LLC on the Aberdeen Lots.

"Aberdeen Loan" shall mean that certain loan originally from Wells Fargo Bank, National Association, as successor by merger to Wachovia Bank, National Association to Aberdeen

of St. Johns, LLC in the principal outstanding amount of \$3,637,735.98, plus accrued interest and other charge, which loan is evidenced by the Aberdeen Lend Loan Documents.

“Aberdeen Lots” means (i) those certain 496 undeveloped residential lots and (ii) those certain 156 multi-family lots located in the Aberdeen Development and which lots are more particularly described in Exhibit 3 to the Disclosure Statement.

“Aberdeen Real Property” means collectively the Aberdeen Lots, the Aberdeen Wood Lots and the Aberdeen Commercial/Office Property.

“Aberdeen Wood Lots” means those certain 260 undeveloped residential lots located in the Aberdeen Development, which lots are more particularly described on Exhibit 4 to the Disclosure Statement and which lots were acquired by the Debtor from Aberdeen of St. Johns, LLC on or about January 2013, and which lots are subject to the mortgage liens of the BBX Loan Documents.

“Administrative Claim” means a Claim for (a) any cost or expense of administration allowed under Section 503(b) or 507(a)(2) of the Bankruptcy Code, to the extent the party claiming any such cost or expense files an application, motion, request or other Bankruptcy Court-approved pleading seeking such cost or expense in the Bankruptcy Case on or before the applicable Administrative Claims Bar Date, including (i) any actual and necessary costs and expenses of preserving the Debtor’s Estate, the Debtor’s Property or operating the business of the Debtor incurred on or after the Petition Date, (ii) any Postpetition cost, indebtedness or contractual obligation duly and validly incurred or assumed by the Debtor in the ordinary course of its business, (iii) any Claim granted administrative priority status by a Final Order of the Bankruptcy Court, (iv) any Claim for taxes (and for interest and/or penalties related to such taxes) due from the Debtor for any Postpetition tax year or period under applicable law, and (v) compensation or reimbursement of expenses of Professionals awarded or allowed pursuant to an order of the Bankruptcy Court under Section 330(a) or 331 of the Bankruptcy Code (including any amounts held back pursuant to an order of the Bankruptcy Court); (b) any Superpriority Claim; (c) all fees and charges assessed against the Debtor’s Estate under Chapter 123 of title 28, United States Code, 28 U.S.C. §§ 1911-1930; and (d) any and all other costs or expenses of administration of the Bankruptcy Case that are allowed by a Final Order of the Bankruptcy Court; provided, however, that, when used in the Plan, the term “Administrative Claim” shall not include any Priority Tax Claim, any Cure Claim, any Environmental Claim, any Disallowed Claim, or, unless otherwise expressly provided in the Plan, any of the Claims in Classes 1 through 6. In no event shall any Claim set out in a Proof of Claim or any application, motion, request or other Bankruptcy Court approved pleading be deemed to be an Allowed Administrative Claim without further order of the Bankruptcy Court.

“Administrative Claim Bar Date(s)” means the date(s) established by one or more orders of the Bankruptcy Court as the deadline for the filing by any Creditor or other party in interest of an application, motion, request or other Bankruptcy Court-approved pleading for allowance of any Administrative Claim, including as established in the Disclosure Statement Approval Order; provided, however, that (a) unless otherwise ordered by the Bankruptcy Court, the Administrative Claim Bar Date for the filing by any Professional of an application for any Administrative Claim not yet filed as of the date of the Plan shall be no later than fourteen (14) days after the date of entry of

the Disclosure Statement Approval Order, (b) to the extent the Bankruptcy Court has entered an order establishing a different and specific deadline for a Creditor or other party in interest to file an Administrative Claim, the date set forth in such order shall be deemed to be the Administrative Claim Bar Date as to such Creditor or other party in interest, and (c) the Administrative Claim Bar Date shall not apply to liabilities incurred in the ordinary course of business after the Administrative Claims Bar Date but before the Effective Date. Any Holder of an Administrative Claim (including a Holder of a Claim for Postpetition federal, state or local taxes) that does not file an application, motion, request or other Bankruptcy Court-approved pleading by the applicable Administrative Claim Bar Date shall be forever barred, estopped and enjoined from ever asserting such Administrative Claim against the Debtor, the Debtor's Estate, the Reorganized Debtor, or any of its respective Property, and such Holder shall not be entitled to participate in any Distribution under the Plan on account of any such Administrative Claim.

"Affiliate" means any Person that is an "affiliate" within the meaning of Section 101(2) of the Bankruptcy Code.

"Allowed Amount" means the dollar amount in which a Claim is allowed.

"Allowed Claim" means a Claim or that portion of a Claim which is not a Disputed Claim or a Disallowed Claim and (a) as to which a Proof of Claim was filed with the Clerk's Office on or before the Bar Date or the Governmental Unit Bar Date, as applicable, or, by order of the Bankruptcy Court, was not required to be so filed or was deemed timely filed, or (b) as to which no Proof of Claim was filed with the Clerk's Office on or before the Bar Date or the Governmental Unit Bar Date, as applicable, but which has been or hereafter is listed by the Debtor in the Schedules as liquidated in amount and not disputed or contingent, and, in the case of subparagraph (a) and (b) above, as to which either (i) no objection to the allowance of such Claim has been filed within the time allowed for the making of objections as fixed by the Plan, the Bankruptcy Code, the Bankruptcy Rules, or an order of the Bankruptcy Court, or (ii) any objection as to the allowance of such Claim has been settled or withdrawn or has been overruled by a Final Order. "Allowed Claim" shall also include a Claim that is allowed under the Plan or by the Bankruptcy Court in a Final Order. "Allowed," when used as an adjective herein (such as Allowed Administrative Claim, Allowed Priority Tax Claim, Allowed Priority Claim, Allowed Secured Claim, and Allowed Unsecured Claim), has a corresponding meaning.

"Allowed Class ... Claim" means an Allowed Claim in the particular Class described.

"Allowed Equity Interest" means any Equity Interest which either (i) is not a Disputed Equity Interest or (ii) has been allowed by a Final Order of the Bankruptcy Court.

"Assumed Contracts" has the meaning ascribed to such term in Article 7 of the Plan.

"Ballot" means the ballot, the form of which has been approved by the Bankruptcy Court, accompanying the Disclosure Statement provided to each Holder of a Claim entitled to vote to accept or reject this Plan.

"Bankruptcy Case" means the chapter 11 bankruptcy case of Aberdeen Land II, LLC pending in the Bankruptcy Court under Case No. 3:13-bk-04103-JAF.

"Bankruptcy Code" means title 11 of the United States Code, 11 U.S.C. §§ 101 et seq., as in effect on the Petition Date, together with all amendments and modifications thereto.

"Bankruptcy Counsel" means Genovese Joblove & Battista, P.A.

"Bankruptcy Court" means the United States Bankruptcy Court for the Middle District of Florida, Jacksonville Division, or, as the context requires, any other court of competent jurisdiction exercising jurisdiction over the Bankruptcy Case.

"Bankruptcy Rules" means (a) the Federal Rules of Bankruptcy Procedure and the Official Bankruptcy Forms, as amended and promulgated under Section 2075 of title 28 of the United States Code, (b) the Federal Rules of Civil Procedure, as amended and promulgated under Section 2072 of title 28 of the United States Code, (c) the Local Rules of the United States Bankruptcy Court for the Middle District of Florida, and (d) any standing orders governing practice and procedure issued by the Bankruptcy Court, each as in effect on the Petition Date, together with all amendments and modifications thereto to the extent applicable to these Bankruptcy Case or proceedings herein, as the case may be.

"Bar Date" means November 5, 2013, the date set by the Bankruptcy Court as the last day for filing a Proof of Claim against the Debtor, excluding (a) a Prepetition Claim of a Governmental Unit, for which a Proof of Claim must be filed with the Bankruptcy Court by the Governmental Unit Bar Date, (b) an Administrative Claim, for which a request for payment of an Administrative Claim must be filed with the Bankruptcy Court by the Administrative Claim Bar Date, (c) a Claim for which a bar date may have been otherwise established by a Final Order of the Bankruptcy Court, for which a Proof of Claim must be filed with the Bankruptcy Court by the date set forth in such Final Order, and (d) a Claim with respect to an executory contract or unexpired lease that is assumed or rejected pursuant to the Plan (as to which the bar date shall be as set forth in Article 7 of the Plan) or a Final Order of the Bankruptcy Court (as to which the bar date shall be as set forth in such Final Order).

"BBX Capital" means BBX Capital Asset Management, LLC, as the successor to BankAtlantic with respect to the BBX Loan Documents.

"BBX Loan" means that certain loan from BankAtlantic to Aberdeen of St. Johns, LLC in the aggregate approximate amount of \$16,857,764.90, which loan is evidenced by three separate promissory notes and which loan is secured by the mortgage liens evidenced by the BBX Loan Documents.

“BBX Loan Documents” means those certain loan and security documents executed and delivered by Aberdeen of St. Johns, LLC to BankAtlantic, which loan documents, as amended and modified, were assigned to BBX Capital and which loan documents evidence the BBX Loan and the collateral securing the BBX Loan, including a mortgage lien in favor of BBX on the Aberdeen Wood Lots.

“BBX Parcel A Release Price” shall mean \$1,250,000 on or before September 30, 2013, \$1,500,000 between October 1, 2013 and January 1, 2014, \$1,750,000 between January 1, 2014 and April 1, 2014 and \$2,000,000 from April 1, 2014 to December 1, 2014.

“BBX Parcels G2 & K Release Price” shall mean \$1,350,000 on or before September 30, 2013, \$1,620,000 between October 1, 2013 and January 1, 2014, \$1,890,000 between January 1, 2014 and April 1, 2014 and \$2,160,000 from April 1, 2014 to December 1, 2014.

“BBX Plan Support Agreement” shall mean that certain prepetition plan support letter agreement, dated July 1, 2013, by and between the Debtor and BBX Capital related to the treatment of the Allowed Claims of BBX Capital under this Plan, a copy of which is attached to the Disclosure Statement as Exhibit 2.

“BBX Total Release Price” shall mean \$2,600,000 on or before September 30, 2013, \$3,120,000 between October 1, 2013 and January 1, 2014, \$3,640,000 between January 1, 2014 and April 1, 2014 and \$4,160,000 from April 1, 2014 to December 1, 2014.

“Bonds” means those certain special assessment revenue bonds or special assessment refunding bonds, in differing series, issued by the CDD pursuant to the Bond Documents.

“Bond Documents” means the Prepetition trust indenture and related bond documents entered into by the CDD and the Indenture Trustee related to the issuance by the CDD of the Bonds in respect of and related to the Aberdeen Real Property.

“Business Day” means any day other than (a) a Saturday, (b) a Sunday, (c) a "legal holiday" (as "legal holiday" is defined in Bankruptcy Rule 9006(a)), or (d) a day on which commercial banks in Tampa, Florida are required or authorized to close by law.

“Cash” means cash, cash equivalents and other readily marketable direct obligations of the United States, as determined in accordance with generally accepted accounting principles, including bank deposits, certificates of deposit, checks and similar items. When used in the Plan with respect to a Distribution under the Plan, the term “Cash” means lawful currency of the United States, a certified check, a cashier’s check, a wire transfer of immediately available funds from any source, or a check from the Reorganized Debtor drawn on a domestic bank.

“CDD” means the Aberdeen Community Development District a local unit of a special purpose government entity authorized, established and governed by and pursuant to Chapter 190 of the Florida Statutes that has the authority to impose non-ad valorem special assessments on certain property located within its boundaries being situated in St. Johns County, Florida.

"CDD Claims" means, collectively, the CDD Bond Claims and the CDD O&M Claims.

"CDD Bond Claims" means the Claims of the CDD against the Debtor related to non-ad valorem special assessments imposed by the CDD against the Aberdeen Real Property related to and measured or determined by the payment of principal and interest/debt service owed by the CDD to the Indenture Trustee in connection with the Bonds issued by the CDD for the benefit of the Aberdeen Real Property, whether billed and collected directly by the CDD from the Debtor, or subject to collection by and through the St. Johns County Tax Collector in connection with annual real estate tax bills issued by the St. Johns County Tax Collector.

"CDD O&M Claims" means the Claims of the CDD against the Debtor related to non-ad valorem special assessments imposed by the CDD against the Aberdeen Real Property related to the payment of operational and maintenance obligations of the CDD for the benefit of the Aberdeen Real Property, whether billed and collected directly by the CDD from the Debtor, or subject to collection by and through the St. Johns County Tax Collector in connection with annual real estate tax bills issued by the St. Johns County Tax Collector.

"Claim" has the meaning ascribed to such term in Section 101(5) of the Bankruptcy Code.

"Class" means a category of Claims or Equity Interests classified together as described in Article 3 of the Plan.

"Clerk" means the Clerk of the Bankruptcy Court.

"Clerk's Office" means the Office of the Clerk of the Bankruptcy Court located at the 300 North Hogan Street, Jacksonville, Florida 32202.

"Confirmation" or **"Confirmation of the Plan"** means the approval of the Plan by the Bankruptcy Court at the Confirmation Hearing.

"Confirmation Date" means the date on which the Confirmation Order is entered on the Docket by the Clerk pursuant to Bankruptcy Rule 5003(a).

"Confirmation Hearing" means the hearing which will be held before the Bankruptcy Court to consider Confirmation of the Plan and related matters pursuant to Section 1128(a) of the Bankruptcy Code, as such hearing may be adjourned or continued from time to time. The date and time of commencement of the Confirmation Hearing is set forth in the Disclosure Statement Approval Order.

"Confirmation Order" means the order of the Bankruptcy Court in the Bankruptcy Case confirming the Plan pursuant to Section 1129 and other applicable sections of the Bankruptcy Code, as such order may be amended, modified or supplemented.

"Creditor" means the Holder of a Claim, within the meaning of Section 101(10) of the Bankruptcy Code, including Secured Creditors, Unsecured Creditors, and Creditors with Administrative Claims, Priority Tax Claims, Priority Claims, Cure Claims, and Environmental Claims.

"Cure Claim" means any Claim of any nature whatsoever, including any Claim for any cure payment, cost or other amount, if any, due and owing by the Debtor pursuant to Section 365(b) of the Bankruptcy Code or otherwise and any Claim for a default (monetary or non-monetary), arising from, relating to or in connection with the assumption by the Debtor of any Assumed Contract (provided such Claim is filed with the Bankruptcy Court by the Cure Claim Submission Deadline). In no event shall any Claim set out in a Proof of Claim be deemed to be a Cure Claim.

"Cure Claim Submission Deadline" means, and shall occur on the same day as, the Voting Deadline.

"Debt" has the meaning ascribed to such term in Section 101(12) of the Bankruptcy Code.

"Debtor" means Aberdeen Land II, LLC.

"Debtor in Possession" means Aberdeen Land II, LLC, as the context may require, as debtor in possession in the Bankruptcy Case.

"Disallowed Claim" means any Claim which has been disallowed by an order of the Bankruptcy Court, which order has not been stayed pending appeal.

"Disclosure Statement" means the First Amended Disclosure Statement for the First Amended Plan of Reorganization of Aberdeen Land II, LLC under Chapter 11 of Title 11, United States Code, dated as of October 4, 2013, including all Exhibits attached thereto, as submitted and filed by the Debtor pursuant to Section 1125 of the Bankruptcy Code and approved by the Bankruptcy Court in the Disclosure Statement Approval Order, which Disclosure Statement (and all Exhibits thereto) may be amended, supplemented, modified or amended and restated from time to time.

"Disclosure Statement Approval Order" shall mean that certain order of the Bankruptcy Court, dated October ____, 2013 [D.E. ____] approving, among other things, the Disclosure Statement as containing adequate information pursuant to Section 1125 of the Bankruptcy Code, and setting various deadlines in connection with Confirmation of the Plan.

"Disputed Claim" means any Claim or portion thereof (other than a Disallowed Claim) that is not an Allowed Claim and (a) as to which a Proof of Claim has been filed with the Clerk's Office or is deemed filed under applicable law or order of the Bankruptcy Court, or (b) which has been scheduled in the Schedules, and, in the case of subparagraph (a) and (b) above, as to which an objection has been or may be timely filed or deemed filed under the Plan, the Bankruptcy Code, the Bankruptcy Rules, or an order of the Bankruptcy Court and any such objection has not

been (i) withdrawn, (ii) overruled by an order of the Bankruptcy Court, or (iii) sustained by an order of the Bankruptcy Court. In addition to the foregoing, a Disputed Claim shall also mean a Claim that is not an Allowed Claim, whether or not an objection has been or may be timely filed, if (a) the amount of the Claim specified in the Proof of Claim exceeds the amount of any corresponding Claim scheduled in the Schedules, (b) the classification of the Claim specified in the Proof of Claim differs from the classification of any corresponding Claim scheduled in the Schedules, (c) any corresponding Claim has been scheduled in the Schedules as disputed, contingent or unliquidated, (d) no corresponding Claim has been scheduled in the Schedules, or (e) such Claim is reflected as unliquidated or contingent in the Proof of Claim filed in respect thereof. To the extent an objection relates to the allowance of only a part of a Claim, such Claim shall be a Disputed Claim only to the extent of the amount subject to objection. To the extent that the amount of the Claim specified in the Proof of Claim exceeds the amount of any corresponding Claim scheduled in the Schedules, such Claim shall be a Disputed Claim only to the extent of the amount specified in the Proof of Claim which is in excess of the amount of the Claim as scheduled. "Disputed," when used as an adjective herein (such as Disputed Administrative Claim, Disputed Priority Tax Claim, Disputed Priority Claim, Disputed Secured Claim, and Disputed Unsecured Claim), has a corresponding meaning.

"Disputed Equity Interest" means any Equity Interest as to which an objection has been or may be timely filed or deemed filed under the Plan, the Bankruptcy Code, the Bankruptcy Rules, or an order of the Bankruptcy Court and any such objection has not been (i) withdrawn, (ii) overruled by an order of the Bankruptcy Court, or (iii) sustained by an order of the Bankruptcy Court.

"Distribution" means a distribution of Cash or Property, as the context requires, to a Creditor on account of an Allowed Claim pursuant to the terms of the Plan.

"Distribution Date" means the date or dates under the Plan when Cash or Property is required to be distributed to the Holders of Allowed Claims in accordance with the Plan, including the Initial Distribution.

"Docket" means the docket or dockets in the Bankruptcy Case maintained by the Clerk.

"Effective Date" means, and shall occur on, the first Business Day after which all of the conditions precedent to the occurrence of the Effective Date contained in Article 11 of the Plan have been satisfied or waived pursuant to and in accordance with Article 11.2 of this Plan.

"Effective Date Notice" has the meaning ascribed to such term in Article 11 of the Plan.

"Entity" has the meaning ascribed to such term in Section 101(15) of the Bankruptcy Code.

"Environmental Claim" means any Claim or demand now existing or hereafter arising (including all thereof in the nature of or sounding in tort, contract, warranty or under any other theory of law or equity) against the Debtor, their predecessors, successors or assigns, or

Affiliates, or their present or former officers, directors or employees, arising out of, or related to, any Environmental Laws, including any Claim or demand: (a) to restrict or enjoin, or recover damages, costs or expenses to remedy, any release, environmental pollution, contamination or nuisance or to require the Debtor to remedy or to reimburse, pay or incur costs to remedy any release, environmental pollution, contamination or nuisance, (b) to remedy, reimburse, compensate or pay any damage, penalty, fine or forfeiture for, or to restrict or enjoin, any violation of or alleged violation of any Environmental Laws, (c) to pay any contractual claim with respect to any Environmental Laws, or (d) to pay or reimburse any Person or Entity for personal injury (including worker's compensation, sickness, disease or death), tangible or intangible property damage or natural resource damage arising out of, or relating to, any release, environmental pollution, contamination or nuisance, whether or not contemplated in subparagraphs (a) through (c) above, or whether or not such Claim or demand is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, secured or unsecured, or whether or not the facts of or legal basis for such Claim or demand are known or unknown, or whether or not the injury or damage giving rise to such Claim or demand was diagnosable, undiagnosable, detectable or undetectable before the Confirmation of the Plan or before the Final Decree Date. Notwithstanding anything to the contrary contained herein, when used in the Plan, the term "Environmental Claim" shall be broadly construed and shall include (a) claims that may or may not presently constitute "claims" within the meaning of Section 101(5) of the Bankruptcy Code and (b) demands that may or may not presently constitute "demands" within the meaning of Section 524(g)(5) of the Bankruptcy Code.

"Environmental Laws" means all federal, state, local and foreign laws, statutes, ordinances, codes, rules, standards and regulations, now or hereafter in effect, and any judicial or administrative interpretation thereof, including any judicial or administrative order, consent decree, or judgment, imposing liability or standards of conduct for or relating to the regulation and protection of human health, safety, the environment and natural resources (including ambient air, surface water, groundwater, wetlands, land surface or subsurface strata, wildlife, aquatic species and vegetation). As used in the Plan, the term "Environmental Laws" shall include (a) the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986, 42 U.S.C. §§ 9601, et seq., (b) the Resource Conservation and Recovery Act, as amended by the Hazardous and Solid Waste Amendment of 1984, 42 U.S.C. §§ 6901, et seq., (c) the Clean Air Act, 42 U.S.C. §§ 7401, et seq., (d) the Clean Water Act of 1977, 33 U.S.C. §§ 1251, et seq., (e) the Toxic Substances Control Act, 15 U.S.C. §§ 2601, et seq., (f) the Oil Pollution Act of 1990 (OPA 90), (g) the Hazardous Materials Transportation Authorization Act of 1994, 49 U.S.C. § 5101, et seq., (h) the Federal Insecticide, Fungicide, and Rodenticide Act, 7 U.S.C. § 136, et seq., (i) the Solid Waste Disposal Act, 42 U.S.C. §§ 6901, et seq., (j) the Federal Water Pollution Control Act, 33 U.S.C. §§ 1251, et seq., (k) the Occupational Safety and Health Act, 29 U.S.C. §§ 651, et seq., (l) the Safe Drinking Water Act, 42 U.S.C. §§ 300(f), et seq., (m) all other statutes or laws issued or promulgated by any Governmental Unit, as they may be amended from time to time, relating to environmental contamination or pollution, air pollution, water pollution, noise control and/or the handling, transportation, discharge, existence, release, disposal or recovery of on-site or off-site hazardous, toxic or dangerous wastes, substances, chemicals or materials (including petroleum), including any transfer of ownership notification or approval statutes, and (n) the ordinances, rules, regulations, orders, notices of violation, requests, demands and requirements issued or promulgated by any Governmental Unit in connection with such statutes or laws.

"Equity Interests" means the ownership interests in the Debtor held by Aberdeen Portfolio, LLC.

"Estate" means the estate created for the Debtor, as the context may require, by Section 541 of the Bankruptcy Code upon the commencement of the Bankruptcy Case.

"Estimation Hearing" means a hearing for the estimation of Claims under Section 502(c) of the Bankruptcy Code.

"Exculpated Parties" has the meaning ascribed to such term in Article 12 of the Plan.

"Exhibit" means an exhibit annexed to the Plan or to the Disclosure Statement, as the context requires.

"Exit Financing" has the meaning ascribed to such term in Article 8 of the Plan.

"Exit Financing Commitment Letter" means that certain commitment letter from the Exit Financing Lender to the Debtor attached hereto as Exhibit A, pursuant to the terms of which the Exit Financing Lender has agreed to make the Exit Financing available to the Debtor and the Reorganized Debtor.

"Exit Financing Lender" shall mean Aberdeen Lend, LLC.

"Final Decree" means the final decree entered by the Bankruptcy Court pursuant to Bankruptcy Rule 3022.

"Final Decree Date" means the date on which the Final Decree, obtained after a hearing on notice to such Persons and Entities as the Bankruptcy Court may direct, is entered on the Docket.

"Final Order" means an order or judgment of the Bankruptcy Court which has not been reversed, stayed, modified or amended and: (i) as to which the time to appeal or seek reconsideration or rehearing thereof or file a petition for certiorari has expired; (ii) in the event of a motion for reconsideration or rehearing or petition for certiorari is filed, such motion or petition shall have been denied by an order or judgment of the Bankruptcy Court or other applicable court; or (iii) in the event of an appeal is filed and pending, a stay pending appeal has not been entered; provided, however that with respect to an order or judgment of the Bankruptcy Court allowing or disallowing a Claim, such order or judgment shall have become final and non-appealable; and provided further, however, that the possibility that a motion under Rule 59 or Rule 60 of the Federal Rules of Civil Procedure, or analogous rule under the Bankruptcy Rules, may be filed with respect to such order or judgment shall not cause such order or judgment not to be a Final Order.

"Governmental Unit" has the meaning ascribed to such term in Section 101(27) of the Bankruptcy Code.

"Governmental Unit Bar Date" means the date that is 180 days after the Petition Date, which is the date established by Section 502(a)(9) of the Bankruptcy Code as the last day for a Governmental Unit to file a Proof of Claim against the Debtor in the Bankruptcy Case.

"Holder" means (a) as to any Claim, (i) the owner or holder of such Claim as such is reflected on the Proof of Claim filed with respect to such Claim, or (ii) if no Proof of Claim has been filed with respect to such Claim, the owner or holder of such Claim as such is reflected on the Schedules or the books and records of the Debtor or as otherwise determined by order of the Bankruptcy Court, or (iii) if the owner or holder of such Claim has assigned or transferred the Claim to a third party and the Debtor or Reorganized Debtor, as the case may be, have received sufficient written evidence of such assignment or transfer, the assignee or transferee; and (b) as to any Equity Interest, the record owner or holder of such Equity Interest as of the Effective Date.

"Impaired" refers to any Claim or Equity Interest that is impaired within the meaning of Section 1124 of the Bankruptcy Code.

"Indenture Trustee" means U.S. Bank National Association, as the successor indenture trustee with regard to Bonds Series 2005, 2006-1 and 2006-2 issued by the CDD under the Bond Documents.

"Liabilities" means any and all liabilities, obligations, judgments, damages, charges, costs, Debts, and indebtedness of any and every kind and nature whatsoever, whether heretofore, now or hereafter owing, arising, due or payable, direct or indirect, absolute or contingent, liquidated or unliquidated, known or unknown, foreseen or unforeseen, in law, equity or otherwise, of or relating to the Debtor or any predecessor thereof, or otherwise based in whole or in part upon any act or omission, transaction, event or other occurrence taking place prior to the Effective Date in any way relating to the Debtor or any predecessor thereof, any Property of the Debtor, the businesses or operations of the Debtor, the Bankruptcy Case, or the Plan, including any and all liabilities, obligations, judgments, damages, charges, costs, Debts, and indebtedness based in whole or in part upon any Claim of or relating to successor liability, transferee liability, or other similar theory; provided, however, that, when used in the Plan, the term "Liabilities" shall not include any obligations of the Reorganized Debtor expressly set forth in the Plan or the Plan Documents.

"Lien" means, with respect to any Property, any mortgage, pledge, security interest, lien, right of first refusal, option or other right to acquire, assignment, charge, claim, easement, conditional sale agreement, title retention agreement, defect in title, or other encumbrance or hypothecation or restriction of any nature pertaining to or affecting such Property, whether voluntary or involuntary and whether arising by law, contract or otherwise.

"Litigation Claims" means any and all claims, choses in action, causes of action suits, accounts, controversies, agreements, promises, rights to legal remedies, rights to equitable remedies, rights to payments and claims, whether known or unknown, reduced to judgment, not reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, secured or unsecured and whether assertable directly or derivatively, in law, equity or

otherwise, which are owned or held by, or have accrued to, the Debtor, whether arising before or after the Petition Date, including, without limitation, those which are: (i) property of the Debtor Estate under and pursuant to Section 541 of the Bankruptcy Code; (ii) for subrogation and contribution; (iii) for turnover; (iv) for avoidable transfers and preferences under and pursuant to Sections 542 through 550 and 553 of the Bankruptcy Code and applicable state law; (v) to determine the extent, validity and priority of liens and encumbrances; (vi) for surcharge under Section 506(c) of the Bankruptcy Code; (vii) for subordination under Section 510 of the Bankruptcy Code; (viii) related to federal or state securities laws; (ix) direct or derivative claims or causes of action of any type or kind; (x) for professional malpractice against professionals employed by the Debtor; (xi) under and pursuant to any policies of insurance maintained by the Debtor; (xii) for collection on accounts, accounts receivables, loans, notes receivables or other rights to payment; (xiii) for the right to seek a determination by the Bankruptcy Court of any tax, fine or penalty relating to a tax, or any addition to a tax, under Section 505 of the Bankruptcy Code; (xiv) which arise under or as a result of any section of the Bankruptcy Code, including Section 362; (xv) or may be available to the Debtor against any third party(ies) under any legal or equitable theory, whether or not specifically identified or described herein or in the Disclosure Statement and (xvi) to the extent not otherwise set forth above, as described in the Disclosure Statement.

"Local Rules" means the Local Rules of the United States Bankruptcy Court for the Middle District of Florida, as in effect on the Petition Date, together with all amendments and modifications thereto that were subsequently made applicable to the Bankruptcy Case.

"Parcel A" shall mean those 125 lots of the Aberdeen Wood Lots located within Parcel A, as defined in Exhibit 4 to the Disclosure Statement.

"Parcels G2 & K" shall mean those 135 lots of the Aberdeen Wood Lots located within Parcels G2 and K, as defined in Exhibit 4 to the Disclosure Statement.

"Person" means any person, individual, corporation, association, partnership, limited liability company, joint venture, trust, organization, business, government, governmental agency or political subdivision thereof, or any other entity or institution of any type whatsoever, including any "person" as such term is defined in Section 101(41) of the Bankruptcy Code.

"Petition Date" means July 1, 2013, the date on which the Debtor commenced the Bankruptcy Case by filing a voluntary petition under Chapter 11 of the Bankruptcy Code.

"Plan" means this First Amended Plan of Reorganization of Aberdeen Land II, LLC proposed under Chapter 11 of Title 11, United States Code dated as of October 4, 2013 and all Exhibits to the Plan, which Plan (and all such Exhibits thereto), as the same may be amended, supplemented, modified or amended and restated from time to time in accordance with the provisions of the Plan and the Bankruptcy Code.

"Plan Documents" means those documents that aid in effectuating the Plan, including without limitation, the Exit Financing Documents, which documents (as may be amended, modified or supplemented from time to time) shall be in form and substance acceptable to the Exit Financing Lender.

“Plan Solicitation Package” means, collectively, the Disclosure Statement, the Plan, the Disclosure Statement Approval Order, and the Ballot.

“Postpetition” means arising or accruing on or after the Petition Date and before the Effective Date.

“Postpetition Interest” means interest at an annual rate of 3.25% accrued on the Allowed Amount of an Unsecured Claim for the period from the Petition Date through the date of payment in full of such Allowed Unsecured Claim under the terms of this Plan.

“Prepetition” means arising or accruing prior to the Petition Date.

“Priority Claim” means a Claim that is entitled to a priority in payment pursuant to Sections 507(a)(4), (5) and (7) of the Bankruptcy Code and that is not an Administrative Claim, a Priority Tax Claim, a Secured Claim, a Secured Real Estate Tax Claim or an Unsecured Claim.

“Priority Tax Claim” means a Claim of a Governmental Unit that is entitled to a priority in payment pursuant to Section 507(a)(8) of the Bankruptcy Code and that is not an Administrative Claim, a Priority Claim, a Secured Claim, a Secured Real Estate Tax Claim or an Unsecured Claim.

“Professional” means any professional employed in the Bankruptcy Case pursuant to an order of the Bankruptcy Court, pursuant to Section 327 or 1103 of the Bankruptcy Code.

“Projections” means the detailed cash flow projections and related assumptions for the Reorganized Debtor supporting the proposed treatment of Allowed Claims under the Plan from and after the Effective Date, a copy of which is attached as Exhibit 5 to the Disclosure Statement.

“Proof of Claim” means a proof of claim filed with the Bankruptcy Court with respect to a Claim against one of more of the Debtor pursuant to Bankruptcy Rule 3001, 3002 or 3003.

“Property” means any property or asset of any kind, whether real, personal or mixed, tangible or intangible, whether now existing or hereafter acquired or arising, and wherever located, and any interest of any kind therein.

“Reorganized Debtor” means Aberdeen Land II, LLC from and after the Effective Date.

“Schedules” means, collectively, Schedules A, B, C, D, E, F, G, and H filed by the Debtor in the Bankruptcy Case pursuant to Bankruptcy Rule 1007, or as amended or supplemented from time to time.

“Secured Claim” means any Claim of a Creditor that is (a) secured in whole or in part, as of the Petition Date, by a Lien (i) on Property, and (ii) which is valid, perfected and enforceable under applicable law and is not subject to avoidance under the Bankruptcy Code or

applicable non-bankruptcy law, or (b) subject to setoff under Section 553 of the Bankruptcy Code, but, with respect to both (a) and (b) above, only to the extent of the value of such Creditor's interest in the Estate's interest in such Property or the amount subject to setoff, as the case may be. Except as otherwise provided in the Plan, if the value of a Creditor's interest in the Estates' interest in such Property or the amount subject to setoff is less than the amount of the Allowed Claim, then such deficiency shall constitute an Unsecured Claim.

"Secured Creditor" means any Creditor holding a Secured Claim.

"Secured Real Estate Tax Claim" means a Secured Claim for Prepetition real estate taxes on the Aberdeen Real Property, provided however, that Secured Real Estate Tax Claims shall exclude any Claims of a CDD for special assessments for any tax years.

"Superpriority Claim" means any Claim created by a Final Order of the Bankruptcy Court providing for a priority senior to that provided in Section 507(a)(1) of the Bankruptcy Code, including any such Claims granted under Section 364(c)(1) of the Bankruptcy Code.

"Unimpaired" refers to a Claim that is not Impaired.

"United States" means the United States of America.

"United States Trustee" means the Office of the United States Trustee for the Middle District of Florida.

"Unsecured Claim" means any Claim which is not an Administrative Claim, Priority Tax Claim, Priority Claim, Secured Real Estate Tax Claim, Secured Claim, or a Cure Claim, including (a) any Claim arising from the rejection of an executory contract or unexpired lease under Section 365 of the Bankruptcy Code, (b) except as otherwise provided in the Plan, any portion of a Claim to the extent the value of the Creditor's interest in the Estate's interest in the Property securing such Claim is less than the amount of the Allowed Claim, or to the extent that the amount of the Claim subject to setoff is less than the amount of the Allowed Claim, as determined pursuant to Section 506(a) of the Bankruptcy Code, (c) any Claim arising from the provision of goods or services to the Debtor prior to the Petition Date, and (d) any Claim designated as an Unsecured Claim elsewhere in the Plan.

"Unsecured Creditor" means any Creditor holding an Unsecured Claim.

"Voting Deadline" means the last day to submit a Ballot accepting or rejecting the Plan as fixed by the Disclosure Statement Approval Order.

"Voting Instructions" means the instructions for voting on the Plan contained in the applicable section of the Disclosure Statement and in the Ballot, as the case may be.

2.1.2 Any capitalized term used in the Plan that is not defined in the Plan but that is defined in the Bankruptcy Code or in the Bankruptcy Rules shall have the meaning ascribed to that term in

the Bankruptcy Code or in the Bankruptcy Rules, as the case may be (with the Bankruptcy Code or the Bankruptcy Rules, as the case may be, controlling in the case of a conflict or ambiguity).

2.2 **Rules of Construction.**

For purposes of the Plan: (a) whenever from the context it is appropriate, each term, whether stated in the singular or the plural, shall include both the singular and the plural; (b) any reference in the Plan to a contract, instrument, release, indenture or other agreement or document being in a particular form or on particular terms and conditions means that such contract, instrument, release, indenture or other agreement or document shall be substantially in such form or substantially on such terms and conditions; (c) any reference in the Plan to an existing document or Exhibit means such document or Exhibit as it may have been or may be amended, modified or supplemented; (d) if the Plan's description of the terms of an Exhibit is inconsistent with the terms of the Exhibit, the terms of the Exhibit shall control; (e) unless otherwise specified, all references in the Plan to Articles and Exhibits are references to Articles and Exhibits of or to the Plan; (f) unless the context requires otherwise, the words "herein," "hereunder" and "hereto" refer to the Plan in its entirety rather than to a particular Article or section or subsection of the Plan; (g) any phrase containing the term "include" or "including" shall mean including without limitation; (h) all of the Exhibits referred to in the Plan shall be deemed incorporated herein by any such reference and made a part hereof for all purposes; (i) any reference to an Entity as a Holder of a Claim or Equity Interest includes that Entity's successors and assigns; and (j) the rules of construction set forth in Section 102 of the Bankruptcy Code shall apply in the construction of the Plan, to the extent such rules are not inconsistent with any other provision in this Article 2.2.

ARTICLE 3 **TREATMENT OF ADMINISTRATIVE CLAIMS, UNITED STATES TRUSTEE FEES** **AND PRIORITY TAX CLAIMS**

In accordance with Section 1123(a)(1) of the Bankruptcy Code, Administrative Claims, United States Trustee Fees and Priority Tax Claims have not been classified in the Plan. The treatment accorded to Administrative Claims, United States Trustee Fees, and Priority Tax Claims is set forth below in this Article 3.

3.1 **Administrative Claims.**

3.1.1 Except as otherwise provided in Articles 3.1.2 below, each Holder of an Allowed Administrative Claim (including Allowed Administrative Claims of Professionals) shall be paid (a) an amount, in Cash, by the Reorganized Debtor equal to the Allowed Amount of its Administrative Claim, in accordance with Section 1129(a)(9)(A) of the Bankruptcy Code, on the later of (i) the Effective Date, or as soon thereafter as reasonably practicable, or (ii) as soon as practicable after the date of a Final Order Allowing such Administrative Claim, (b) under such other terms as may be agreed upon by both the Holder of such Allowed Administrative Claim and the Debtor or the Reorganized Debtor, as the case may be, with the consent of the Exit Financing Lender, or (c) as otherwise ordered by a Final Order of the Bankruptcy Court.

3.1.2 All Allowed Administrative Claims with respect to liabilities incurred by the Debtor in the ordinary course of business during the Bankruptcy Case shall be paid by Reorganized Debtor (a) in the ordinary course of business in accordance with contract terms, (b) under such other terms as may be agreed upon by both the Holder of such Allowed Administrative Claim and the Debtor or Reorganized Debtor, as the case may be, with the consent of the Exit Financing Lender, or (c) as otherwise ordered by a Final Order of the Bankruptcy Court.

3.2 **United States Trustee's Fees**

All unpaid fees and charges assessed against the Debtor under Chapter 123 of title 28, United States Code, 28 U.S.C. §§ 1911-1930, for any calendar quarter ending prior to the Effective Date shall be paid to the United States Trustee by Reorganized Debtor by no later than thirty (30) days following the Effective Date. At the time of such payment, the Reorganized Debtor shall provide to the United States Trustee an affidavit indicating the disbursements made by the Debtor for the relevant periods, if requested by the United States Trustee. Following the Effective Date, any fees required to be paid to the United States Trustee, pursuant to 28 U.S.C. § 1930(a)(6), with respect to the Bankruptcy Case shall be paid by the Reorganized Debtor, until the earlier of (i) the closing of the Bankruptcy Case by the issuance of a Final Decree by the Bankruptcy Court, or (ii) the entry of an order by the Bankruptcy Court dismissing the Bankruptcy Case or converting the Bankruptcy Case to another chapter under the Bankruptcy Code. Any such payment to the United States Trustee shall be in the appropriate sum required pursuant to 28 U.S.C. § 1930(a)(6) based upon the applicable disbursements for the relevant period and shall be made within the time period set forth in 28 U.S.C. § 1930(a)(6). At the time of each such payment, the Reorganized Debtor shall provide to the United States Trustee an affidavit indicating the disbursements for the relevant period, if requested by the United States Trustee.

3.3 **Priority Tax Claims.**

Each Holder of an Allowed Priority Tax Claim shall receive from the Reorganized Debtor, on account of such Allowed Priority Tax Claim, regular installment payments in Cash in accordance with Section 1129(a)(9)(C) of the Bankruptcy Code commencing on the later of (i) the Effective Date or as soon thereafter as reasonably practicable, or (ii) as soon as reasonably practicable after the date of a Final Order Allowing such Priority Tax Claim. Notwithstanding the above, each Holder of an Allowed Priority Tax Claim may be paid under such other terms as may be agreed upon by both the Holder of such Allowed Priority Tax Claim and the Debtor or Reorganized Debtor, as the case may be, with the consent of the Exit Financing Lender. The Reorganized Debtor shall have the right to prepay such Allowed Priority Tax Claims at any time, in whole or in part, without penalty or premium.

ARTICLE 4
DESIGNATION OF CLASSES OF CLAIMS AND EQUITY INTERESTS

Pursuant to Section 1122 of the Bankruptcy Code, set forth below is a designation of Classes of Claims and Equity Interests. A Claim or Equity Interest (a) is classified in a particular Class only to the extent the Claim or Equity Interest qualifies within the description of that Class and (b) is classified in a different Class to the extent the Claim or Equity Interest qualifies within the description of that different Class. Unless otherwise expressly stated, the Classes of Claims set forth below include Claims against each of the Debtor that qualify within the description of that Class. For purposes of the Plan, the Claims and Equity Interests are classified as follows:

4.1 **Class 1: Priority Claims.**

Class 1 consists of all Priority Claims.

4.2 **Class 2: Secured Real Estate Tax Claims.**

Class 2A consists of the Secured Real Estate Tax Claims in respect of the Aberdeen Lots and the Aberdeen Commercial/Office Property.

Class 2B consists of the Secured Real Estate Tax Claims in respect of the Aberdeen Wood Lots.

4.3 **Class 3: Secured CDD Claims.**

Class 3A consists of the Secured CDD Bond Claims – Re: Series 2005

Class 3B consists of the Secured CDD Bond Claims – Re: Series 2006-1.

Class 3C consists of the Secured CDD Bond Claims – Re: Series 2006-2.

Class 3D consists of the Secured CDD O&M Claims.

4.4 **Class 4: Secured Claim of Aberdeen Lend, LLC**

Class 4 consists of the Secured Claim of Aberdeen Lend, LLC. as assignee of Wachovia Bank, National Association.

4.5 **Class 5: Secured Claim of BBX Capital Asset Management, LLC.**

Class 5 consists of the Secured Claim of BBX Capital Asset Management, LLC. as assignee of Bank Atlantic

4.6 **Class 6: Unsecured Claims.**

Class 6 consists of all Unsecured Claims.

4.7 **Class 7: Equity Interests.**

Class 7 consists of all Equity Interests.

ARTICLE 5
TREATMENT OF CLASSIFIED CLAIMS AND EQUITY INTERESTS

Claims and Equity Interests shall be treated under the Plan in the manner set forth in this Article 5. Except as otherwise specifically provided in the Plan, the treatment of, and the consideration to be received by, Holders of Allowed Claims and Holders of Allowed Equity Interests pursuant to the Plan shall be in full and final satisfaction, settlement, release, extinguishment and discharge of their respective Allowed Claims (of any nature whatsoever) and Allowed Equity Interests, including any Liens securing such Allowed Claims.

5.1 **Unclassified Claims.**

Holders of Allowed Administrative Claims, United States Trustee Fees and Allowed Priority Tax Claims shall receive the treatment set forth in Article 3 of the Plan.

5.2 **Class 1: Priority Claims.**

Class 1 consists of all Priority Claims. Each Holder of an Allowed Priority Claim shall receive from Reorganized Debtor Cash equal to the Allowed Amount of its Priority Claim, in accordance with Section 1129(a)(9)(B)(ii) of the Bankruptcy Code on the later of (i) the Effective Date or as soon thereafter as reasonably practicable, or (ii) as soon as reasonably practicable after the date of a Final Order Allowing such Priority Claim. Notwithstanding the foregoing, each Holder of an Allowed Priority Claim may be paid under such other terms as may be agreed upon by both the Holder of such Allowed Priority Claim and the Debtor or Reorganized Debtor, as the case may be, with the consent of the Exit Financing Lender. Class 1 is Unimpaired by the Plan. As a result, pursuant to Section 1126(f) of the Bankruptcy Code, each Holder of a Priority Claim in Class 1 is conclusively deemed to have accepted the Plan and therefore is not entitled to vote to accept or reject the Plan.

5.3 **Class 2A: Secured Real Estate Tax Claims – Aberdeen Lots and Aberdeen Commercial/Office Property.**

Each Holder of an Allowed Secured Real Estate Tax Claim in Class 2A shall receive (i) an amount equal to 100% of such Allowed Secured Real Estate Tax Claim in Cash, or (ii) as otherwise authorized by the Bankruptcy Code or agreed to by the Debtor or the Reorganized Debtor and each such Holder prior to the Confirmation Date, with the consent of the Exit Financing Lender. Each such satisfaction shall occur on the later of the Effective Date or the date each respective Class 2A Secured Real Estate Tax Claim is Allowed by a Final Order and shall be in full satisfaction, release and discharge of such Allowed Claim. Class 2A is Impaired. As a result, each Holder of an Allowed Class 2A Secured Claim is entitled to vote to accept or reject the Plan.

5.4 **Class 2B: Secured Real Estate Tax Claims – Aberdeen Wood Lots.**

Each Holder of an Allowed Secured Real Estate Tax Claim in Class 2B shall receive (i) an amount equal to 100% of such Allowed Secured Real Estate Tax Claim in Cash, or (ii) as otherwise authorized by the Bankruptcy Code or agreed to by the Debtor or the Reorganized Debtor and each such Holder prior to the Confirmation Date, with the consent of the Exit Financing Lender. Each such satisfaction shall occur on the later of the Effective Date or the date each respective Class 2B Secured Real Estate Tax Claim is Allowed by a Final Order and shall be in full satisfaction, release and discharge of such Allowed Claim. Class 2B is Impaired. As a result, each Holder of an Allowed Class 2B Secured Claim is entitled to vote to accept or reject the Plan.

5.5 **Class 3A: Secured CDD Bond Claims – Series 2005.**

Class 3A consists of the Secured CDD Bond Claims related to the Series 2005 Bonds against the Aberdeen Real Property. As of the Effective Date, the Allowed Secured CDD Bond Claims in this Class 3A shall be de-accelerated, and as a result thereof the CDD, as the Holder of the Allowed Secured CDD Bond Claims in this Class 3A, (1) (A) shall retain its first, priority Prepetition Lien on the Aberdeen Real Property securing such Allowed Claim *pari passu* with the Lien in favor of the Holder of the Allowed Secured Real Estate Tax Claims on such Aberdeen Real Property, and (B) (i) shall have the same maturity date as the Series 2005 Bond (namely 2036)(the “Series 2005 Maturity Date”), (ii) shall have a coupon rate equal to pre-petition contractual rate of 5.5%, (iii) shall have a new par amount as of the Effective Date of the Plan equal to the outstanding principal amount of the Series 2005 Bonds plus unpaid and accrued interest thereon through the Effective Date of the Plan, (iv) shall provide for annual payments of principal plus interest on such Allowed Claim on April 15th of each year commencing on April 15, 2015¹ and continuing through and including the Series 2005 Maturity Date in accordance with the schedule of payments from the Debtor to the Holder of the Class 3A Allowed CDD Bond Claim set forth on Exhibit C-1 attached hereto, (v) provide for annual payments of interest only on October 15th of each year commencing on October 15, 2015² and continuing thereafter through the Series 2005 Maturity Date in accordance with the schedule of payments from the Debtor to the Holder of the Class 3A Allowed CDD Bond Claim set forth on Exhibit C-1 attached hereto, (vi) shall provide for a “buydown” payment from the Debtor to the Holder of the Class 3A Allowed CDD Bond Claim in connection with the sale of each parcel of Aberdeen Real Property securing such Allowed Claim during the term of the Plan in the amounts per lot (depending on the size of such lot) set forth on Exhibit C-2 attached hereto, with the balance of the Class 3A Allowed CDD Bond Claim on each such lot being passed through to the purchaser of each such lot, or (2) such other treatment as otherwise authorized by the Bankruptcy Code or agreed to by the Debtor or the Reorganized Debtor and CDD prior to the Confirmation Date, with the consent of the Exit Financing Lender. The treatment of the Class 3A Secured CDD Bond Claim

¹ The Debtor proposes to make such payment to the CDD on such date so as to enable the CDD to have sufficient time to make a payment to the Indenture Trustee on May 1st of each year, which is the prepetition due date on the obligations of the CDD to the Indenture Trustee.

² The Debtor proposes to make such payment to the CDD on such date so as to enable the CDD to have sufficient time to make a payment to the Indenture Trustee on November 1st of each year, which is the prepetition due date on the obligations of the CDD to the Indenture Trustee

shall occur on the later of the Effective Date or the date the Class 3A Secured CDD Bond Claims are Allowed by a Final Order and shall be in full and final satisfaction, release and discharge of such Allowed Claim. Class 3A is Impaired. As a result, the CDD is entitled to vote to accept or reject the Plan in respect of Class 3A.

5.6 **Class 3B: Secured CDD Bond Claims – Series 2006-1.**

Class 3B consists of the Secured CDD Bond Claims related to the Series 2006-1 Bonds against the Aberdeen Real Property. As of the Effective Date, the Allowed Secured CDD Bond Claim in this Class 3B shall be de-accelerated, and as a result thereof the CDD, as the Holder of the Allowed Secured CDD Bond Claims in this Class 3B, (1) (A) shall retain its first, priority Prepetition Lien on the Aberdeen Real Property securing such Allowed Claim *pari passu* with the Lien in favor of the Holder of the Allowed Secured Real Estate Tax Claim on such Aberdeen Real Property, and (B) (i) shall have a maturity date which is ten (10) years after the Effective Date of the Plan (the “Series 2006-1 Maturity Date”), (ii) shall have a coupon rate equal to pre-petition contractual rate of 5.25%, (iii) shall have a new par amount equal to the outstanding amount of the Series 2006-1 Bonds plus unpaid and accrued interest thereon through the Effective Date, and (iv) shall otherwise be paid utilizing the same methodology as existed prepetition, which consists of (a) interest only payments on such Allowed Claim on April 15th and October 15th of each year commencing on April 15, 2015 and October 15, 2015, respectively, and continuing thereafter through the Series 2006-1 Maturity Date, and (b) shall provide for a “buydown” payment from the Debtor to the Holder of the Class 3B Allowed CDD Bond Claim in connection with the sale of each parcel of Aberdeen Real Property securing such Allowed Claim during the term of the Plan in an amount equal to \$5,510 per lot, which payments will fully amortize the principal amounts owing under the Class 3B Allowed Claim, , or (2) such other treatment as otherwise authorized by the Bankruptcy Code or agreed to by the Debtor or the Reorganized Debtor and the CDD prior to the Confirmation Date, with the consent of the Exit Financing Lender. The treatment of the Class 3B Secured CDD Bond Claim shall occur on the later of the Effective Date or the date the Class 3B Secured CDD Bond Claims are Allowed by a Final Order and shall be in full and final satisfaction, release and discharge of such Allowed Claim. Class 3B is Impaired. As a result, the CDD is entitled to vote to accept or reject the Plan in respect of Class 3B.

5.7 **Class 3C: Secured CDD Bond Claims – CDD – Series 2006-2.**

Class 3C consists of the Secured CDD Bond Claims related to the Series 2006-2 Bonds that were issued in connection with certain governmental impact fees imposed against the Aberdeen Real Property. As of the Effective Date, the CDD, as the Holder of the Allowed Secured CDD Bond Claim in this Class 3C, shall receive (1) an amount equal to 100% of such Allowed Class 3C Claim in Cash, or (2) such other treatment as otherwise authorized by the Bankruptcy Code or agreed to by the Debtor or the Reorganized Debtor and the CDD prior to the Confirmation Date, with the consent of the Exit Financing Lender. The treatment of the Class 3C Secured CDD Bond Claim shall occur on the later of the Effective Date or the date the Class 3C Secured CDD Bond Claim is Allowed by a Final Order and shall be in full and final satisfaction, release and discharge of such Allowed Claim. Class 3C is Impaired. As a result, the CDD is entitled to vote to accept or reject the Plan in respect of Class 3C.

5.8 **Class 3D: Secured CDD O&M Claims.**

Class 3D consists of the Secured CDD O&M Claims against the Aberdeen Real Property. As of the Effective Date, the CDD, as the Holder of the Allowed Secured CDD O&M Claim in this Class 3D, shall receive (1) an amount equal to 100% of such Allowed Class 3D Claim in Cash, or (2) such other treatment as otherwise authorized by the Bankruptcy Code or agreed to by the Debtor or the Reorganized Debtor and the CDD prior to the Confirmation Date, with the consent of the Exit Financing Lender. Such payment shall be made on the later of the Effective Date or the date the Class 3D Secured CDD O&M Claim is Allowed by a Final Order. In addition, from and after the Effective Date, the CDD shall retain its Lien under applicable law for, and shall receive payments on account of, the Secured CDD O&M Claim in respect of the Aberdeen Real Property in such amounts and at such times as are required in accordance and consistent with resolutions and other directives of the CDD or applicable non-bankruptcy law, including through the payment by the Debtor of their annual real estate tax bill for calendar year 2013 forward in respect of the Aberdeen Real Property that is "on roll." Such treatment shall be in full and final satisfaction, release and discharge of such Allowed Claim. Class 3D is Impaired. As a result, the CDD is entitled to vote to accept or reject the Plan in respect of Class 3D.

5.9 **Class 4: Secured Claim of Aberdeen Lend, LLC.**

Class 4 consists of the Secured Claim of Aberdeen Lend, LLC. On the Effective Date of the Plan, Aberdeen Lend, LLC, as assignee of Wachovia Bank, (i) shall retain its Prepetition mortgage Liens and security interests on the Aberdeen Lots in accordance with the Aberdeen Lend Loan Documents, (ii) shall continue to accrue interest under the Aberdeen Lend Loan Documents from and after the Effective Date at the annual interest rate provided for therein, (iii) shall release its mortgage Lien and security interests on each Aberdeen Lot for a payment by the Reorganized Debtor of an amount equal to \$50 per front foot for each such Aberdeen Lot, and (iv) shall have a maturity date that is ten (10) years after the Effective Date of the Plan. The treatment of the Allowed Class 4 Secured Claim provided for herein shall be in full and final satisfaction of such Allowed Class 4 Secured Claim. Class 4 is impaired. As a result, Aberdeen Lend LLC is entitled to vote to accept or reject this Plan in respect of Class 4.

5.10 **Class 5: Secured Claim of BBX Capital Asset Management, LLC.**

Class 5 consists of the Secured Claim of BBX Capital. On the Effective Date of the Plan, BBX Capital, as assignee of BankAtlantic, shall (i) retain all of its Prepetition mortgage liens and security interests, including but not limited to the Aberdeen Wood Lots and the priority of such Liens as they exist on the Petition Date shall not be effected or otherwise impaired by this Plan, (ii) continue to accrue interest under the BBX Loan Documents from and after the Effective Date at the annual interest rate provided for therein, and (iii) release its mortgage lien and security interests on all of the Aberdeen Wood Lots upon payment by the Reorganized Debtor of the BBX Total Release Price provided that such payment is made on or before December 1, 2014, subject to the Option Termination (as defined below). Notwithstanding anything herein to the contrary, (i) BBX Capital Asset Management, LLC shall partially release its mortgage lien and security interests on Parcel A of the Aberdeen Wood Lots for the payment by the Reorganized Debtor of the BBX Parcel A Release Price provided that such payment is made on or before December 1, 2014, subject to the

Option Termination (as defined below); and (ii) BBX Capital shall partially release its mortgage lien and security interests on Parcels G2 and K (as defined below) of the Aberdeen Wood Lots for the payment by the Reorganized Debtor of the BBX Parcels G2 & K Release Price provided that such payment is made on or before December 1, 2014, subject to the Option Termination (as defined below).

Notwithstanding the foregoing, BBX Capital shall have the right, at its sole option, anytime on or after June 1, 2014, to take title to those remaining Aberdeen Wood Lots not released in accordance with the terms hereof as of June 1, 2014 by and through the recording of the Escrowed Deed (as defined below)(the "Option Termination"). On the Effective Date, the Reorganized Debtor shall execute and deliver into escrow a deed transferring the Aberdeen Wood Lots to BBX Capital Asset Management, LLC or its designee ("Escrowed Deed"), which Escrowed Deed shall only be released from escrow and recorded either (a) from and after June 1, 2014 at the sole option of BBX Capital, or (b) automatically on December 1, 2014 if the BBX Total Release Price has not been paid on or before such date, and shall only apply to those Aberdeen Wood Lots that were not, as of the date of such release from escrow, previously the subject of a partial release through the payment of either the BBX Parcel A Release Price or the BBX Parcels G2 & K Release Price as provided for herein. Any and all reasonable costs incurred by BBX Capital in connection with the recording of the Escrowed Deed or the transfer of the Aberdeen Wood Lots shall be paid by the Reorganized Debtor. Upon the exercise of the foregoing right by, and the release of the Escrowed Deed to, BBX Capital, the Reorganized Debtor's right to retain the Aberdeen Wood Lots or any portion thereof by payment of the BBX Total Release Price, the BBX Parcel A Release Price or the BBX Parcels G2 & K Release Price shall terminate. The treatment of the claims of BBX Capitals set forth above shall be in full and final satisfaction of any and all claims of BBX Capital against the Debtor without prejudice to any rights or claims BBX Capital may have against third parties. Moreover, notwithstanding the foregoing or anything to the contrary in the BBX Loan Documents, Aberdeen of St. John's, LLC shall not be entitled to participate in the proceeds of the sale or transfer of any of the Aberdeen Wood Lots pursuant to or in accordance with the terms of this Plan.

Class 5 is impaired. As a result, BBX Capital is entitled to vote to accept or reject this Plan in respect of Class 5.

5.11 **Class 6: Unsecured Claims**

Each Holder of an Allowed Unsecured Claim shall receive Cash from the Reorganized Debtor in an amount equal to 100% of such Allowed Unsecured Claim, plus Postpetition Interest, on the later of (i) the date that is six (6) months after the Effective Date, or (ii) the date of a Final Order Allowing such Unsecured Claim. Class 6 is Impaired by the Plan and each Holder of an Allowed Unsecured Claim in Class 6 is entitled to vote to accept or reject the Plan.

5.12 **Class 7: Equity Interests.**

Class 7 consists of all Equity Interests. On the Effective Date, the legal, equitable and contractual rights of the Holders of the Equity Interests shall be unaltered. Class 7 is Unimpaired. As a result, pursuant to Section 1126(f) of the Bankruptcy Code, each Holder of an Equity Interest Class 7 is conclusively deemed to have accepted the Plan and therefore is not entitled to vote to accept or reject the Plan.

ARTICLE 6
ACCEPTANCE OR REJECTION OF THE PLAN

6.1 **Each Impaired Class Entitled to Vote Separately.**

Except as otherwise provided in Article 6.4, the Holders of Claims or Equity Interests in each Impaired Class of Claims or Impaired Class of Equity Interests shall be entitled to vote separately to accept or reject the Plan.

6.2 **Acceptance by Impaired Classes.**

6.2.1 Classes 2A, 2B, 3A, 3B, 3C, 3D, 4, 5 and 6 are Impaired under the Plan, and Holders of Claims in such Classes are entitled to vote to accept or reject the Plan. Pursuant to Section 1126(c) of the Bankruptcy Code, an Impaired Class of Claims shall have accepted the Plan if (a) the Holders (other than any Holder designated pursuant to Section 1126(e) of the Bankruptcy Code) of at least two-thirds in dollar amount of the Allowed Claims actually voting in such Class have voted to accept the Plan and (b) the Holders (other than any Holder designated pursuant to Section 1126(e) of the Bankruptcy Code) of more than one-half in number of the Allowed Claims actually voting in such Class have voted to accept the Plan. If a Holder of a Claim holds more than one Claim in any one Class, all Claims of such Holder in such Class shall be aggregated and deemed to be one Claim for purposes of determining the number of Claims in such Class voting on the Plan.

6.3 **Presumed Acceptance of Plan by Unimpaired Classes.**

Classes 1 and 7 are Unimpaired under the Plan. Pursuant to Section 1126(f) of the Bankruptcy Code, such Class and the Holders of Claims in such Class are conclusively presumed to have accepted the Plan and, thus, are not entitled to vote on the Plan. Accordingly, votes of Holders of Claims in Classes 1 and 7 are not being solicited by the Debtor. Except as otherwise expressly provided in the Plan, nothing contained herein or otherwise shall affect the rights and legal and equitable claims or defenses of the Debtor or Reorganized Debtor in respect of any Unimpaired Claims, including all rights in respect of legal and equitable defenses to setoffs or recoupments against Unimpaired Claims.

6.4 **Impairment Controversies.**

If a controversy arises as to whether any Claim or Equity Interest, or any Class of Claims or Class of Equity Interests, is Impaired under the Plan, such Claim, Equity Interest or Class shall be treated as specified in the Plan unless the Bankruptcy Court shall determine such controversy upon motion of the party challenging the characterization of a particular Claim or Equity Interest, or a particular Class of Claims or Class of Equity Interests, under the Plan.

ARTICLE 7

TREATMENT OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES

7.1 Assumption or Rejection of Executory Contracts and Unexpired Leases.

Pursuant to Sections 365(a) and 1123(b)(2) of the Bankruptcy Code, all executory contracts and unexpired leases that currently exist between either of the Debtor and another Person or Entity listed on Exhibit B attached hereto shall be assumed by the applicable Debtor as of the Effective Date (collectively, the “Assumed Contracts”); provided, however, that the Debtor reserve the right, on or prior to the Confirmation Date, (with the consent of the Exit Financing Lender) to amend Exhibit B to add any executory contract or unexpired lease thereto or to delete any executory contract or unexpired lease therefrom, in which event such executory contract(s) or unexpired lease(s) shall be deemed to be assumed (if added) or rejected (if deleted). The Debtor shall provide notice of any amendments to Exhibit B to the parties to the executory contracts and unexpired leases affected thereby. The listing of a document on Exhibit B shall not constitute an admission by the Debtor that such document is an executory contract or an unexpired lease or that either of the Debtor has any liability thereunder. Any executory contract or unexpired lease that exists between either of the Debtor and another Person or Entity and that is not listed on Exhibit B attached to the Plan shall be deemed rejected by the applicable Debtor as of the Confirmation Date (collectively, the “Rejected Contracts”), unless there is pending before the Bankruptcy Court on the Confirmation Date a motion to assume such executory contract or unexpired lease. For purposes of the Plan, (i) all non-compete agreements, confidentiality or non-disclosure agreements and indemnification agreements executed for the benefit of either of the Debtor shall be deemed to be executory contracts and Assumed Contracts (even if not listed on Exhibit B), and (ii) except as provided in Article 7.7, all non-compete agreements, confidentiality or non-disclosure agreements and indemnification agreements executed by either of the Debtor for the benefit of a third party shall be deemed to be executory contracts and Rejected Contracts.

7.2 Approval of Assumption or Rejection of Executory Contracts and Unexpired Leases.

Entry of the Confirmation Order shall, subject to and upon the occurrence of the Effective Date, constitute (i) the approval, pursuant to Sections 365(a) and 1123(b)(2) of the Bankruptcy Code, of the assumption of the executory contracts and unexpired leases assumed pursuant to Article 7.1 hereof, and (ii) the approval, pursuant to Sections 365(a) and 1123(b)(2) of the Bankruptcy Code, of the rejection of the executory contracts and unexpired leases rejected pursuant to Article 7.1 hereof. The assumption by either of the Debtor of an Assumed Contract shall be binding upon any and all parties to such Assumed Contract as a matter of law, and each such Assumed Contract shall be fully enforceable by Reorganized Debtor in accordance with its terms, except as modified by the provisions of the Plan or an order of the Bankruptcy Court.

7.3 **Inclusiveness.**

Unless otherwise specified on Exhibit B, each executory contract and unexpired lease listed or to be listed on Exhibit B shall include all modifications, amendments, supplements, restatements, or other agreements made directly or indirectly by any agreement, instrument, or other document that in any manner affect such executory contract or unexpired lease, without regard to whether such agreement, instrument or other document is listed on Exhibit B.

7.4 **Cure of Defaults.**

Any lessor or other party to an Assumed Contract (except those lessors or other parties whose unexpired leases or executory contracts have been previously assumed by a Final Order of the Bankruptcy Court) asserting a Cure Claim in connection with the assumption of any unexpired lease or executory contract under Article 7.1, as contemplated by Section 365(b) of the Bankruptcy Code, must file such Cure Claim with the Bankruptcy Court on or before the Cure Claim Submission Deadline asserting all alleged amounts accrued or alleged defaults through the Effective Date. Any lessor or other party to an Assumed Contract failing to file a Cure Claim by the Cure Claim Submission Deadline shall be forever barred from asserting, collecting or seeking to collect any amounts or defaults relating thereto against the Debtor or Reorganized Debtor or the Property of any of them. The Reorganized Debtor shall have ninety (90) days from the Effective Date to file an objection to any Cure Claim. Any disputed Cure Claims shall be resolved either consensually or by the Bankruptcy Court. Except as may otherwise be agreed to by the parties, by no later than the date which is six (6) months after the Effective Date, the Reorganized Debtor shall cure any and all undisputed Cure Claims. All disputed Cure Claims shall be cured either within one hundred twenty (120) days after the entry of a Final Order determining the amount, if any, of the Debtor's liability with respect thereto or as may otherwise be agreed to by the parties with the consent of the Exit Financing Lender. As of the date of the Plan, the Debtor do not believe there will be any Cure Claims.

7.5 **Claims under Rejected Executory Contracts and Unexpired Leases.**

7.5.1 Unless otherwise ordered by the Bankruptcy Court, any Claim for damages arising by reason of the rejection of any executory contract or unexpired lease must be filed with the Bankruptcy Court on or before the Bar Date for rejection damage Claims in respect of such rejected executory contract or unexpired lease or such Claim shall be forever barred and unenforceable against the Debtor or Reorganized Debtor or the Property of either of them. With respect to the Rejected Contracts, the Bar Date for filing rejection damage and other Claims with the Bankruptcy Court shall be thirty (30) days after the Confirmation Date. The Plan and any other order of the Bankruptcy Court providing for the rejection of an executory contract or unexpired lease shall constitute adequate and sufficient notice to Persons or Entities which may assert a Claim for damages from the rejection of an executory contract or unexpired lease of the Bar Date for filing a Claim in connection therewith.

7.5.2 All Claims for damages from the rejection of an executory contract or unexpired lease, once fixed and liquidated by the Bankruptcy Court and determined to be Allowed Claims, shall be Allowed Unsecured Claims in Class 6. Any such Claims that become Disputed Claims shall be Disputed Claims in Class 6 for purposes of administration of Distributions under the Plan to Holders of Allowed Unsecured Claims in Class 6.

7.6 Insurance Policies.

All of the Debtor's insurance policies and any agreements, documents, or instruments relating thereto are treated as executory contracts under the Plan. Nothing contained in the Plan shall constitute or be deemed a waiver of any Litigation Claim that either of the Debtor or Reorganized Debtor may hold against any Person or Entity, including the insurers under any of the Debtor's insurance policies.

7.7 Indemnification Rights.

All Claims for indemnification rights against the Debtor by an indemnitee for defense and indemnification shall be reinstated against Reorganized Debtor and rendered Unimpaired to the extent that such indemnitee is entitled to defense or indemnification under applicable law, agreement or past policy of the Debtor.

ARTICLE 8 **MEANS OF IMPLEMENTATION OF THE PLAN**

8.1 General Overview of the Plan.

The Plan provides for the development and sale of the Property by and through the Reorganized Debtor in accordance with the Plan. If the Plan is confirmed by the Bankruptcy Court, then, on the Effective Date of the Plan and except as expressly provided in the Plan, the Debtor's Property will vest in the Reorganized Debtor, and the Reorganized Debtor will thereafter manage, develop and/or sell such Property and implement the terms of the Plan, including making Distributions of Cash and Property to Holders of Allowed Claims, as applicable, all as set forth in the Plan.

The Plan provides for Cash payments to Holders of Allowed Claims in certain instances and for the transfer of certain Property to certain Holders of Allowed Secured Claims in certain circumstances as the indubitable equivalent of such Allowed Secured Claims, all as more particularly described in Articles 3 and 5 of the Plan.

The Plan shall be implemented on the Effective Date, and the primary source of the funds necessary to implement the Plan initially will be the Cash of the Reorganized Debtor, the funds available to the Reorganized Debtor from the Exit Financing and the sales of portions or all of the Aberdeen Real Property. At the present time, the Debtor believes that the Reorganized Debtor will have sufficient funds as of the Effective Date to pay in full the expected payments required under the Plan as of the Effective Date, including to the Holders of Allowed Administrative Claims (including Allowed Administrative Claims of Professionals), Allowed Priority Claims and those Allowed

Claims in Classes 2A, 2B, 3C and 3D. Cash payments to be made under the Plan after the Effective Date to the Holders of Allowed Unsecured Claims will be derived from the operations of the Reorganized Debtor and/or from the Exit Financing, including as shown in the Projections.

Specifically, the Reorganized Debtor shall (i) develop the Aberdeen Real Property into fully developed residential lots and/or commercial/office lots, (ii) sell one or more of the parcels comprising the Aberdeen Real Property to third party builders or developers of land, and/or (ii) build and sell homes and/or commercial/office facilities, as applicable, on the Aberdeen Real Property, including at the option of the Reorganized Debtor in conjunction with, or by and through joint venture or other similar agreements with builders. As set forth in the Projections, the Reorganized Debtor will require approximately six (6) months after the Effective Date to obtain the necessary approvals and perform the initial work required to prepare the Aberdeen Real Property for development and then sale in accordance herewith.

8.2 **Effective Date Actions.**

8.2.1 Subject to the approval of the Bankruptcy Court and the satisfaction or waiver of the conditions precedent to the occurrence of the Effective Date contained in Article 11.2 of the Plan, on or as of the Effective Date, the Plan shall be implemented and the Reorganized Debtor shall carry out all other obligations and responsibilities required under the Plan, including the execution and delivery of all documentation contemplated by the Plan and the Plan Documents.

8.3 **Vesting of Property of the Debtor Estate in the Reorganized Debtor.**

On the Effective Date, except as otherwise expressly provided in the Plan and the Exit Financing Documents, all Property of the Debtor (including the Litigation Claims) shall vest in the Reorganized Debtor free and clear of any and all Liens, Debts, obligations, Claims, Cure Claims, Liabilities, Equity Interests, and all other interests of every kind and nature, and the Confirmation Order shall so provide. As of the Effective Date, the Reorganized Debtor may operate its businesses and use, acquire, and dispose of its Property, free of any restrictions of the Bankruptcy Code or the Bankruptcy Rules, other than those restrictions expressly imposed by the Plan and the Confirmation Order. All privileges with respect to the Property of the Debtor's Estate, including the attorney/client privilege, to which the Debtor is entitled shall automatically vest in, and may be asserted by or waived on behalf of, the Reorganized Debtor.

8.4 **Continued Corporate Existence.**

8.4.1 As of the Effective Date, the Reorganized Debtor shall continue after the Effective Date to exist as a separate corporate entity, with all of the powers of a limited liability company under the laws of the State of Delaware (as amended or supplemented), without prejudice to any right to terminate such existence (whether by merger, dissolution or otherwise) under applicable law after the Effective Date.

8.4.2 By the Effective Date, the Reorganized Debtor shall file any and all corporate or other documents, and shall take all other actions necessary or appropriate under applicable law in order to implement and effectuate the Plan.

8.5 **Corporate Action.**

All matters provided for under the Plan involving the corporate structure of the Debtor or the Reorganized Debtor, or any corporate action to be taken by or required of the Debtor or the Reorganized Debtor, shall, as of the Effective Date, be deemed to have occurred and be effective as provided herein, and shall be authorized and approved in all respects without any requirement for further action by the partners, members or managers of the Debtor or the Reorganized Debtor.

8.6 **Members and Managers of the Reorganized Debtor.**

8.6.1 Subject to any requirement of Bankruptcy Court approval pursuant to Section 1129(a)(5) of the Bankruptcy Code, as of the Effective Date, the officers, members and managers, as the case may be, of the Debtor immediately prior to the Effective Date shall be deemed to be the officers, members and managers of the Reorganized Debtor without any further action by any party. Pursuant to Section 1129(a)(5) of the Bankruptcy Code, the Debtor has disclosed, in the Disclosure Statement, the identity and affiliation of any individuals proposed to serve as the initial officers, members and managers of the Reorganized Debtor.

8.6.2. On and after the Effective Date, the operations of the Reorganized Debtor shall continue to be the responsibility of its officers, members and managers, as the case may be, or as set forth in the applicable existing organizational or operational documents of the Debtor. Each officer, member and manager, as applicable, of the Reorganized Debtor shall serve from and after the Effective Date until his or her successor is duly elected or appointed and qualified or until his or her earlier death, resignation or removal in accordance with the applicable articles or certificate of incorporation, operating agreement or other organizational documents of the Reorganized Debtor.

8.6.3 From and after the Confirmation Date, the officers, members and managers, as applicable, of the Debtor and the Reorganized Debtor, as the case may be, shall have all powers accorded by law to put into effect and carry out the Plan and the Confirmation Order.

8.6.4 To the extent that, as of the Effective Date, any of the Debtor has in place employment, indemnification and other agreements with its officers, managers, members and employees who will continue in such capacities after the Effective Date, such agreements shall remain in place after the Effective Date, and the Reorganized Debtor will continue to honor such agreements. Such agreements may include equity, bonus and other incentive plans in which officers, managers, members and other employees of the Reorganized Debtor may be eligible to participate.

8.7 **Section 1146 Exemption.**

Pursuant to Section 1146(a) of the Bankruptcy Code, the issuance, distribution, transfer or exchange of any security, or the making, delivery or recording of any instrument of transfer, pursuant to, in implementation of or as contemplated by the Plan or any Plan Document, or the vesting, re-vesting, transfer or sale of any Property of, by or in the Debtor or its Estate or Reorganized Debtor pursuant to, in implementation of or as contemplated by the Plan or any Plan Document, or any transaction arising out of, contemplated by or in any way related to the foregoing,

shall not be subject to any document recording tax, stamp tax, conveyance fee, intangible or similar tax, mortgage tax, stamp act, real estate transfer tax, mortgage recording tax, Uniform Commercial Code filing or recording fee, or other similar tax or governmental assessment, and the appropriate state or local governmental officials or agents shall, by the Confirmation Order, be directed to forego the collection of any such tax or governmental assessment and to accept for filing and recording any of the foregoing instruments or other documents without the payment of any such tax or governmental assessment.

8.8 **Pursuit of Litigation Claims.**

8.8.1 On the Effective Date, the Litigation Claims shall be vested in Reorganized Debtor. The Reorganized Debtor will have the right, in its sole and absolute discretion, to pursue, not pursue, settle, release or enforce any Litigation Claims without seeking any approval from the Bankruptcy Court except as provided in Article 8.9. The Debtor is currently not in a position to express an opinion on the merits of any of the Litigation Claims or on the recoverability of any amounts as a result of any such Litigation Claims. For purposes of providing notice, the Debtor states that any party in interest that engaged in business or other transactions with the Debtor Prepetition or that received payments from either of the Debtor Prepetition may be subject to litigation to the extent that applicable bankruptcy or non-bankruptcy law supports such litigation. The Reorganized Debtor will fund the costs and expenses (including legal fees) to pursue the Litigation Claims.

8.8.2 No Creditor or other party should vote for the Plan or otherwise rely on the Confirmation of the Plan or the entry of the Confirmation Order in order to obtain, or on the belief that it will obtain any defense to any Litigation Claim. No Creditor or other party should act or refrain from acting on the belief that it will obtain any defense to any Litigation Claim. ADDITIONALLY, THE PLAN DOES NOT, AND IS NOT INTENDED TO, RELEASE ANY LITIGATION CLAIM OR OBJECTIONS TO CLAIMS, AND ALL SUCH RIGHTS ARE SPECIFICALLY RESERVED IN FAVOR OF REORGANIZED DEBTOR. Creditors are advised that legal rights, claims and rights of action the Debtor may have against them, if they exist, are retained under the Plan for prosecution unless a specific order of the Bankruptcy Court authorizes the Debtor to release such claims. As such, Creditors are cautioned not to rely on (i) the absence of the listing of any legal right, claim or right of action against a particular Creditor in the Disclosure Statement, the Plan, or the Schedules, or (ii) the absence of litigation or demand prior to the Effective Date of the Plan as any indication that the Debtor or Reorganized Debtor do not possess or do not intend to prosecute a particular claim or Litigation Claim if a particular Creditor votes to accept the Plan. It is the expressed intention of the Plan to preserve rights, objections to Claims, and rights of action of the Debtor, whether now known or unknown, for the benefit of Reorganized Debtor. A Litigation Claim shall not, under any circumstances, be waived as a result of the failure of the Debtor to describe such Litigation Claim with specificity in the Plan or in the Disclosure Statement; nor shall the Reorganized Debtor, as a result of such failure, be estopped or precluded under any theory from pursuing any such Litigation Claim. Nothing in the Plan operates as a release of any Litigation Claim.

8.8.3 The Debtor does not presently know the full extent of the Litigation Claims and, for purposes of voting on the Plan, all Creditors are advised that Reorganized Debtor will have substantially the same rights that a Chapter 7 trustee would have with respect to the Litigation

Claims. Accordingly, neither a vote to accept the Plan by any Creditor nor the entry of the Confirmation Order will act as a release, waiver, bar or estoppel of any Litigation Claim against such Creditor or any other Person or Entity, unless such Creditor, Person or Entity is specifically identified by name as a released party in the Plan, in the Confirmation Order, or in any other Final Order of the Bankruptcy Court. Confirmation of the Plan and entry of the Confirmation Order is not intended to and shall not be deemed to have any res judicata or collateral estoppel or other preclusive effect that would precede, preclude, or inhibit prosecution of such Litigation Claim following Confirmation of the Plan.

8.8.4 The Debtor and Reorganized Debtor reserve all rights under Section 506(c) of the Bankruptcy Code with respect to any and all Secured Claims.

8.8.5 The Debtor's Estate shall remain open, even if the Bankruptcy Case shall have been closed, as to any and all Litigation Claims until such time as the Litigation Claims have been fully administered and the recoveries therefrom have been received by Reorganized Debtor.

8.9 **Prosecution and Settlement of Litigation Claims.**

The Reorganized Debtor (a) may commence or continue in any appropriate court or tribunal any suit or other proceeding for the enforcement of any Litigation Claim which the Debtor had or had power to assert immediately prior to the Effective Date, and (b) may settle or adjust such Litigation Claim.

8.10 **Effectuating Documents; Further Transactions.**

Prior to the Effective Date, each member and manager, or other officer, of the Debtor (and, on and after the Effective Date, each member and manager, or other officer, of Reorganized Debtor) shall be authorized to execute, deliver, file, or record such contracts, instruments, releases, mortgages, and other agreements or documents, including the Exit Financing Documents, and take such actions as may be necessary or appropriate, to effectuate and further evidence the terms and conditions of the Plan or to otherwise comply with applicable law.

8.11 **Exit Financing.**

On or as soon as reasonably practicable following the Effective Date, the Reorganized Debtor will consummate a new senior secured line of credit loan facility with the Exit Financing Lender providing for availability up to a maximum principal amount of approximately \$13,500,000, which credit facility will be in accordance with the terms of the Exit Financing Documents and will be secured by a Lien on the Property which is subordinate (unless otherwise agreed by the parties thereto) to the existing Liens on the respective Property in favor of the Holders of the Secured Real Estate Tax Claims, the Secured CDD Bond Claims, the Secured CDD O&M Claims, the Secured Claim of Aberdeen Lend, LLC and the Secured Claim of BBX Capital until such a time as the foregoing Claims have been paid in full (the "Exit Financing"). The Reorganized Debtor shall be permitted to utilize the proceeds of the Exit Financing to (i) to fund the obligations of the Debtor and the Reorganized Debtor under the Plan, including the payment of all Allowed Administrative Claims, all Allowed Priority Claims and Allowed Claims in Classes 2A, 2B, 3C and 3D on the

Effective Date in accordance with the Plan, and (ii) to fund additional working capital to conduct operations following the Effective Date, as well as any payments required to be made under the Plan, all in accordance with the terms and conditions of the Exit Financing Documents and this Plan. The material terms of the Exit Financing are set forth in the Exit Financing Commitment Letter, a copy of which is annexed hereto as Exhibit A, provided however, that in order to provide the Debtor with sufficient liquidity to fund all of the obligations discussed above, the Debtor is negotiating the terms of an Exit Financing Commitment Letter which will be filed with the Court as soon as reasonably practicable, but in no event later than the date set for hearing on the approval of a Disclosure Statement.

8.12 Exclusivity Period.

The Debtor will retain the exclusive right to amend or modify the Plan, and to solicit acceptances of any amendments to or modifications of the Plan, through and until the Effective Date.

8.13. HOA/Condo Association Assessments.

On the Effective Date of the Plan, the Debtor (or Reorganized Debtor, as applicable) shall (a) pay any post-petition delinquent HOA or condominium association maintenance or assessments for all property owned and retained by the Debtor in the Aberdeen Development, (b) pay all Allowed Unsecured Claims for pre-petition liabilities to the HOAs for all property owned and retained by the Debtor consistent with the terms of Article 5 above, and (c) remain current with such future assessments on property retained by the Debtor under the Plans as of the Effective Date, provided however, that the amounts owed by the Debtor shall be subject to the completion of audits and shall be subject to any offsets available to the Debtor as a result of overpayments in connection therewith.

In addition, with respect to all Property transferred or otherwise conveyed under the Plan to a Creditor, such Creditor shall be obligated to timely pay, as and when due, all HOA assessments including any special assessments from and after the transfer of such property.

ARTICLE 9 **PROVISIONS GOVERNING DISTRIBUTIONS**

9.1 Initial Distribution.

As soon as reasonably practicable (as determined by the Reorganized Debtor with the consent of the Exit Financing Lender) after the Effective Date, the Reorganized Debtor shall make the Distributions required under the Plan to Holders of Allowed Administrative Claims (including Allowed Administrative Claims of Professionals), Allowed Priority Claims and Allowed Claims in Classes 2A, 2B, 3C and 3D in accordance with the Plan. Thereafter, the Reorganized Debtor shall make additional Distributions to Holders of Allowed Claims as and when required by the terms of the Plan.

9.2 Determination of Claims.

9.2.1 From and after the Effective Date, the Reorganized Debtor shall have the exclusive authority to, and shall, file, settle, compromise, withdraw, or litigate to judgment all objections to Claims, all with the consent of the Exit Financing Lender. Except as to any late-filed Claims and Claims resulting from the rejection of executory contracts or unexpired leases, if any, all objections to Claims shall be filed with the Bankruptcy Court by no later than ninety (90) days following the Effective Date (unless such period is extended by the Bankruptcy Court upon motion of the Debtor or the Reorganized Debtor), and the Confirmation Order shall contain appropriate language to that effect. Objections to Claims resulting from the rejection of executory contracts or unexpired leases shall be filed on the later of (a) ninety (90) days following the Effective Date or (b) the date sixty (60) days after the Reorganized Debtor receives actual notice of the filing of such Claim.

9.2.2 Notwithstanding any authority to the contrary, an objection to a Claim shall be deemed properly served on the Holder of the Claim if the Debtor or the Reorganized Debtor, as the case may be, effect service in any of the following manners: (a) in accordance with Federal Rule of Civil Procedure 4, as modified and made applicable by Bankruptcy Rule 7004, (b) to the extent counsel for the Holder of a Claim is unknown, by first class mail, postage prepaid, on the signatory on the Proof of Claim or other representative identified on the Proof of Claim or any attachment thereto, or (c) by first class mail, postage prepaid, on any counsel that has filed a notice of appearance in the Bankruptcy Case on behalf of the Holder of a Claim.

9.2.3 Disputed Claims shall be fixed or liquidated in the Bankruptcy Court as core proceedings within the meaning of 28 U.S.C. § 157(b)(2)(B) unless the Bankruptcy Court orders otherwise. If the fixing or liquidation of a contingent or unliquidated Claim would cause undue delay in the administration of the Bankruptcy Case, such Claim shall be estimated by the Bankruptcy Court for purposes of allowance and Distribution. The Debtor or the Reorganized Debtor may, at any time, with the consent of the Exit Financing Lender, request that the Bankruptcy Court estimate any contingent or unliquidated Claim pursuant to Section 502(c) of the Bankruptcy Code regardless of whether the Debtor or the Reorganized Debtor previously objected to such Claim or whether the Bankruptcy Court has ruled on any such objection. The Bankruptcy Court shall retain jurisdiction to estimate any Claim at any time during litigation concerning any objection to any Claim, including during the pendency of any appeal relating to any such objection. In the event that the Bankruptcy Court estimates any contingent or unliquidated Claim, such estimated amount will constitute either the Allowed Amount of such Claim or a maximum limitation on such Claim, as determined by the Bankruptcy Court. If the estimated amount constitutes a maximum limitation on such Claim, the Debtor or the Reorganized Debtor may elect to pursue any supplemental proceedings to object to any ultimate allowance of such Claim. The determination of Claims in Estimation Hearings shall be binding for purposes of establishing the maximum amount of the Claim for purposes of allowance and Distribution. All of the aforementioned Claims objection, estimation and resolution procedures are cumulative and not exclusive of one another. Procedures for specific Estimation Hearings, including provisions for discovery, shall be set by the Bankruptcy Court giving due consideration to applicable Bankruptcy Rules and the need for prompt determination of the Disputed Claim.

9.3 **Distributions.**

9.3.1 Notwithstanding any provision herein to the contrary, no Distribution shall be made to the Holder of a Disputed Claim unless and until such Disputed Claim becomes an Allowed Claim.

At such time that such Disputed Claim becomes an Allowed Claim, the Holder of such Allowed Claim shall receive the Distribution to which such Holder is then entitled under the Plan.

9.3.2 Notwithstanding any provision herein to the contrary, if, on any applicable Distribution Date, the Holder of a Claim is subject to a proceeding against it by the Reorganized Debtor under Section 502(d) of the Bankruptcy Code, then the Reorganized Debtor (in its sole discretion) may withhold a Distribution to such Holder until the final resolution of such proceeding.

9.3.3 Distributions to a Holder of an Allowed Claim shall be made at the address of such Holder set forth in the Schedules or on the books and records of the Debtor or the Reorganized Debtor at the time of the Distribution, unless Reorganized Debtor has been notified in writing of a change of address, including by the filing of a Proof of Claim or statement pursuant to Bankruptcy Rule 3003 by such Holder that contains an address for such Holder different than the address for such Holder as set forth in the Schedules. The Reorganized Debtor shall not be liable for any Distribution sent to the address of record of a Holder in the absence of the written change thereof as provided herein.

9.4 **Unclaimed Distributions.**

9.4.1 If the Holder of an Allowed Claim fails to negotiate a check for a Distribution issued to such Holder within sixty (60) days of the date such check was issued, then the Reorganized Debtor shall provide written notice to such Holder stating that, unless such Holder negotiates such check within thirty (30) days of the date of such notice, the amount of Cash attributable to such check shall be deemed to be unclaimed, such Holder shall be deemed to have no further Claim in respect of such check, such Holder's Allowed Claim shall no longer be deemed to be Allowed, and such Holder shall not be entitled to participate in any further Distributions under the Plan in respect of such Claim.

9.4.2 If a check for a Distribution made pursuant to the Plan to any Holder of an Allowed Claim is returned to the Reorganized Debtor due to an incorrect or incomplete address for the Holder of such Allowed Claim, and no claim is made in writing to the Reorganized Debtor as to such check within sixty (60) days of the date such Distribution was made, then the amount of Cash attributable to such check shall be deemed to be unclaimed, such Holder shall be deemed to have no further Claim in respect of such check, such Holder's Allowed Claim shall no longer be deemed to be Allowed, and such Holder shall not be entitled to participate in any further Distributions under the Plan in respect of such Claim.

9.4.3 Any unclaimed Distribution as described above sent by the Reorganized Debtor shall become the property of the Reorganized Debtor.

9.5 **Transfer of Claim.**

In the event that the Holder of any Claim shall transfer such Claim on and after the Effective Date, such Holder shall immediately advise the Reorganized Debtor in writing of such transfer and provide sufficient written evidence, in the Reorganized Debtor's reasonable discretion, of such transfer. The Reorganized Debtor shall be entitled to assume that no transfer of any Claim has been

made by any Holder unless and until the Reorganized Debtor shall have received written notice to the contrary. Each transferee of any Claim shall take such Claim subject to the provisions of the Plan and to any request made, waiver or consent given or other action taken hereunder and, except as otherwise expressly provided in such notice, the Reorganized Debtor shall be entitled to assume conclusively that the transferee named in such notice shall thereafter be vested with all rights and powers of the transferor under the Plan.

9.6 One Distribution Per Holder.

If the Holder of a Claim holds more than one Claim in any one Class, all Claims of such Holder in such Class shall be aggregated and deemed to be one Claim for purposes of Distribution hereunder, and only one Distribution shall be made with respect to the single aggregated Claim.

9.7 Effect of Pre-Confirmation Distributions.

Nothing in the Plan shall be deemed to entitle the Holder of a Claim that received, prior to the Effective Date, full or partial payment of such Holder's Claim, by way of settlement or otherwise, pursuant to an order of the Bankruptcy Court, provision of the Bankruptcy Code, or other means, to receive a duplicate payment in full or in part pursuant to the Plan; and all such full or partial payments shall be deemed to be payments made under the Plan for purposes of satisfying the obligations of the Debtor or the Reorganized Debtor to such Holder under the Plan.

9.8 No Interest on Claims.

Except as expressly stated in the Plan or otherwise Allowed by a Final Order of the Bankruptcy Court, no Holder of an Allowed Claim shall be entitled to the accrual of Postpetition interest or the payment of Postpetition interest, penalties, or late charges on account of such Allowed Claim for any purpose. Additionally, and without limiting the foregoing, interest shall not accrue or be paid on any Disputed Claim in respect of the period from the Effective Date to the date a Disputed Claim becomes an Allowed Claim.

9.9 Compliance with Tax Requirements.

In connection with the Plan, the Reorganized Debtor shall comply with all tax withholding and reporting requirements imposed by federal, state, local and foreign taxing authorities, and all Distributions hereunder shall be subject to such withholding and reporting requirements. Notwithstanding the above, each Holder of an Allowed Claim that is to receive a Distribution under the Plan shall have the sole and exclusive responsibility for the satisfaction and payment of any tax obligations imposed by any Governmental Unit, including income, withholding, and other tax obligations, on account of such Distribution.

ARTICLE 10

**CONDITIONS PRECEDENT TO CONFIRMATION
OF THE PLAN AND THE EFFECTIVE DATE**

10.1 Conditions Precedent to Confirmation of the Plan.

The following are conditions precedent to Confirmation of the Plan, each of which may be waived by the Debtor, with the consent of the Exit Financing Lender:

10.1.1 The Bankruptcy Court shall have entered the Disclosure Statement Approval Order.

10.1.2 The Bankruptcy Court shall have made such findings and determinations regarding the Plan as shall enable the entry of the Confirmation Order in a manner consistent with the provisions of the Plan, and in a form and substance acceptable to the Debtor and the Exit Financing Lender.

10.1.3 The Bankruptcy Court shall have entered a confirmation order confirming the Plan in the form and substance acceptable to the Debtor and the Exit Financing Lender.

10.2 Conditions Precedent to the Effective Date.

The Plan shall not be consummated and the Effective Date shall not occur unless each of the following conditions has been satisfied following the Confirmation Date or waived by the Debtor with the consent of the Exit Financing Lender:

10.2.1 The Confirmation Order shall be a Final Order.

10.2.2 All conditions precedent to the closing of the Exit Financing shall have been satisfied or waived in accordance with the terms thereof.

10.2.3 Each Plan Document shall be in form and substance acceptable to the Debtor and the Exit Financing Lender.

10.3 Notice of the Effective Date.

Promptly following the satisfaction or waiver of all of the conditions set forth in Article 11.2, the Debtor shall file a notice (the "Effective Date Notice") with the Bankruptcy Court designating the Effective Date.

ARTICLE 11
DISCHARGE, EXCULPATION FROM LIABILITY, RELEASE,
AND GENERAL INJUNCTION

11.1 Discharge of Claims.

Except as otherwise expressly provided in the Plan or in the Confirmation Order, the Confirmation Order shall operate as a discharge, pursuant to Section 1141(d) of the Bankruptcy Code, to the fullest extent permitted by applicable law, as of the Effective Date, of the Debtor and the Reorganized Debtor from any and all Debts, Liabilities or Claims of any nature whatsoever

against the Debtor that arose at any time prior to the Effective Date, including any and all Claims for principal and interest, whether accrued before, on or after the Petition Date. Except as otherwise expressly provided in the Plan or in the Confirmation Order, but without limiting the generality of the foregoing, on the Effective Date, the Debtor and the Reorganized Debtor, and their respective successors or assigns, shall be discharged, to the fullest extent permitted by applicable law, from any Claim or Debt that arose prior to the Effective Date and from any and all Debts of the kind specified in Section 502(g), 502(h), or 502(i) of the Bankruptcy Code, whether or not (a) a Proof of Claim based on such Debt was filed pursuant to Section 501 of the Bankruptcy Code, (b) a Claim based on such Debt is an Allowed Claim pursuant to Section 502 of the Bankruptcy Code, or (c) the Holder of a Claim based on such Debt has voted to accept the Plan. As of the Effective Date, except as otherwise expressly provided in the Plan or in the Confirmation Order, all Persons and Entities, including all Holders of Claims or Equity Interests, shall be forever precluded and permanently enjoined to the fullest extent permitted by applicable law from asserting directly or indirectly against the Debtor or the Reorganized Debtor, or any of their respective successors and assigns, or the assets or Property of any of them, any other or further Claims, Debts, rights, causes of action, remedies, Liabilities or Equity Interests based upon any act, omission, document, instrument, transaction, event, or other activity of any kind or nature that occurred prior to the Effective Date or that occurs in connection with implementation of the Plan, and the Confirmation Order shall contain appropriate injunctive language to that effect. In accordance with the foregoing, except as otherwise expressly provided in the Plan or in the Confirmation Order, the Confirmation Order shall be a judicial determination of the discharge or termination of all such Claims and other Debts and Liabilities against the Debtor, pursuant to Sections 524 and 1141 of the Bankruptcy Code, to the fullest extent permitted by applicable law, and such discharge shall void any judgment obtained against the Debtor, at any time, to the extent that such judgment relates to a discharged or terminated Claim, Liability, Debt or Equity Interest. Notwithstanding the foregoing, Reorganized Debtor shall remain obligated to make payments and Distributions to Holders of Allowed Claims as required pursuant to the Plan.

11.2 **Exculpation from Liability.**

The Debtor and its respective officers, members and managers, the Professionals for the Debtor (acting in such capacity) and the Exit Financing Lender (collectively, the “Exculpated Parties”) shall neither have nor incur any liability whatsoever to any Person or Entity for any act taken or omitted to be taken in good faith in connection with or related to the formulation, preparation, dissemination, implementation, confirmation, or consummation of the Plan, the Disclosure Statement, any Plan Document, the Exit Financing, or any contract, instrument, release, or other agreement or document created or entered into, or any other act taken or omitted to be taken, in connection with the Plan or the Bankruptcy Case, in each case for the period on and after the Petition Date; provided, however, that this exculpation from liability provision shall not be applicable to any liability found by a court of competent jurisdiction to have resulted from fraud or the willful misconduct or gross negligence of any such party. With respect to Professionals, the foregoing release provision shall also include claims of professional negligence arising from the services provided by such Professionals during the Bankruptcy Case. Any such claims shall be governed by the standard of care otherwise applicable to the standard of negligence claims outside of bankruptcy. The Confirmation Order shall enjoin the prosecution by any Person or Entity, whether directly, derivatively or otherwise, of any such claim, obligation, suit, judgment, damage, loss, right,

remedy, cause of action, charge, cost, debt, indebtedness, or liability which arose or accrued during such period or was or could have been asserted against any of the Exculpated Parties, except as otherwise provided in the Plan or in the Confirmation Order. Each of the Exculpated Parties shall have the right to independently seek enforcement of this release provision. All such Exculpated Parties shall be entitled to rely upon the advice of counsel with respect to their duties and responsibilities hereunder and under the Bankruptcy Code. Notwithstanding anything herein to the contrary, the exculpation and limitation of liability provided for herein shall not apply to any acts of omissions that occurred prior to the Petition Date. The rights granted under this Article 11.2 are cumulative with (and not restrictive of) any and all rights, remedies, and benefits that the Exculpated Parties have or obtain pursuant to any provision of the Bankruptcy Code or other applicable law. This exculpation from liability provision is an integral part of the Plan and is essential to its implementation. Notwithstanding anything to the contrary contained herein, the provisions of this Article 11.2 shall not release any of the Litigation Claims.

11.3 **General Injunction.**

Pursuant to Sections 105, 1123, 1129 and 1141 of the Bankruptcy Code, in order to preserve and implement the various transactions contemplated by and provided for in the Plan, as of the Effective Date, except as otherwise expressly provided in the Plan or in the Confirmation Order, all Persons or Entities that have held, currently hold or may hold a Claim, Debt, Liability or Equity Interest that is discharged or terminated pursuant to the terms of the Plan are and shall be permanently enjoined and forever barred to the fullest extent permitted by law from taking any of the following actions on account of any such discharged or terminated Claims, Debts, Liabilities, or Equity Interests, other than actions brought to enforce any rights or obligations under the Plan or the Plan Documents: (a) commencing or continuing in any manner any action or other proceeding against the Debtor or the Reorganized Debtor or their respective Property; (b) enforcing, attaching, collecting or recovering in any manner any judgment, award, decree or order against the Debtor, or the Reorganized Debtor, or their respective Property; (c) creating, perfecting or enforcing any Lien or encumbrance against the Debtor, or the Reorganized Debtor, or their respective Property; (d) asserting a setoff, right of subrogation or recoupment of any kind against any debt, liability or obligation due to the Debtor or the Reorganized Debtor; (e) commencing or continuing, in any manner or in any place, any action that does not comply with or is inconsistent with the provisions of the Plan or the Confirmation Order; or (f) interfering with or in any manner whatsoever disturbing the rights and remedies of the Debtor or the Reorganized Debtor under the Plan and the Plan Documents and the other documents executed in connection therewith. The Debtor and the Reorganized Debtor shall have the right to independently seek enforcement of this general injunction provision. This general injunction provision is an integral part of the Plan and is essential to its implementation. Notwithstanding anything to the contrary contained herein, the provisions of this Article 11.3 shall not release any of the Litigation Claims.

11.4 **Term of Certain Injunctions and Automatic Stay.**

11.4.1 All injunctions or automatic stays for the benefit of the Debtor pursuant to Sections 105, 362 or other applicable provisions of the Bankruptcy Code, or otherwise provided for

in the Bankruptcy Case, and in existence on the Confirmation Date, shall remain in full force and effect following the Confirmation Date and until the Final Decree Date, unless otherwise ordered by the Bankruptcy Court.

11.4.2 With respect to all lawsuits pending in courts in any jurisdiction (other than the Bankruptcy Court) that seek to establish the Debtor's liability on Prepetition Claims asserted therein and that are stayed pursuant to Section 362 of the Bankruptcy Code, such lawsuits shall be deemed dismissed as of the Effective Date, unless the Debtor affirmatively elect to have the Debtor's liability established by such other courts, and any pending motions seeking relief from the automatic stay for purposes of continuing any such lawsuits in such other courts shall be deemed denied as of the Effective Date, and the automatic stay shall continue in effect, unless the Debtor affirmatively elect to have the automatic stay lifted and to have the Debtor's liability established by such other courts; and the Prepetition Claims at issue in such lawsuits shall be determined and either Allowed or disallowed in whole or part by the Bankruptcy Court pursuant to the applicable provisions of the Plan, unless otherwise elected by the Debtor as provided herein.

11.5 **No Liability for Tax Claims.**

Unless a taxing Governmental Unit has asserted a Claim against the Debtor before the Governmental Unit Bar Date or Administrative Claim Bar Date established therefor, no Claim of such Governmental Unit shall be Allowed against the Debtor, the Reorganized Debtor or their respective members, managers or other officers, employees or agents for taxes, penalties, interest, additions to tax or other charges arising out of (i) the failure, if any, of the Debtor, any of their Affiliates, or any other Person or Entity to have paid tax or to have filed any tax return (including any income tax return or franchise tax return) in or for any prior year or period, or (ii) an audit of any return for a period before the Petition Date.

11.6 **Regulatory or Enforcement Actions.**

Nothing in this Plan shall restrict any federal government regulatory agency from pursuing any regulatory or police enforcement action against the Debtor, the Reorganized Debtor, or their respective successors or assigns, but only to the extent not prohibited by the automatic stay of Section 362 of the Bankruptcy Code or discharged or enjoined pursuant to Section 524 or 1141(d) of the Bankruptcy Code.

ARTICLE 12 **RETENTION OF JURISDICTION**

12.1 **General Retention.**

Notwithstanding the entry of the Confirmation Order and the occurrence of the Effective Date, and except as expressly provided in the Confirmation Order as it shall have become a Final Order, or the Plan Documents (including, without limitation, the Exit Financing Documents), until the Bankruptcy Case are closed, the Bankruptcy Court shall retain the fullest and most extensive

jurisdiction of and over the Bankruptcy Case that is permitted by applicable law, including that necessary to ensure that the purposes and intent of the Plan are carried out.

12.2 **Specific Purposes.**

In addition to the general retention of jurisdiction set forth in Article 12.1, after Confirmation of the Plan and until the Bankruptcy Case are closed, and except as expressly provided in the Confirmation Order as it shall have become a Final Order, or the Plan Documents (including, without limitation, the Exit Financing Documents), the Bankruptcy Court shall retain jurisdiction of the Bankruptcy Case for the following specific purposes.

12.2.1 to allow, disallow, determine, liquidate, classify, estimate or establish the priority or secured or unsecured status of any Claim or Equity Interest, including the resolution of any application for an Administrative Claim, and to determine any and all objections to the allowance or priority of Claims or Equity Interests;

12.2.2 to determine any and all Case, controversies, suits or disputes arising under or relating to the Bankruptcy Case, the Plan or the Confirmation Order (including regarding the effect of any exculpation, discharge, limitation of liability, or injunction provisions provided for herein or affected hereby and regarding whether the conditions precedent to the consummation and/or Effective Date of the Plan have been satisfied);

12.2.3 to determine any and all applications for allowance of compensation of Professionals and reimbursement of expenses under Section 330, 331 or 503(b) of the Bankruptcy Code arising out of or relating to the Bankruptcy Case; provided, however, that this retention of jurisdiction shall not require prior Bankruptcy Court approval of the payment of fees and reimbursement of expenses of Professionals incurred after the Effective Date unless an objection to such fees and expenses has been made by Reorganized Debtor;

12.2.4 to determine any and all motions pending as of the date of the Confirmation Hearing (including pursuant to the Plan) for the rejection, assumption, or assignment of executory contracts or unexpired leases to which the Debtor are a party or with respect to which the Debtor may be liable, and to determine the allowance of any Claims resulting from the rejection thereof or any Cure Claims;

12.2.5 to determine any and all motions, applications, adversary proceedings, contested or litigated matters, Litigation Claims, and any other matters involving the Debtor or Reorganized Debtor commenced in connection with, or arising during, the Bankruptcy Case and pending on the Effective Date, including approval of proposed settlements thereof;

12.2.6 to enforce, interpret and administer the terms and provisions of the Plan and the Plan Documents, provided, however, that the Bankruptcy Court shall not retain jurisdiction to enforce, interpret or administer the terms and provisions of the Exit Financing Documents;

12.2.7 to modify any provisions of the Plan to the fullest extent permitted by the Bankruptcy Code and the Bankruptcy Rules;

12.2.8 to consider and act on the compromise and settlement of any Claim against or Equity Interest in the Debtor;

12.2.9 to assure the performance by Reorganized Debtor of its obligations under the Plan;

12.2.10 to correct any defect, cure any omission, reconcile any inconsistency or make any other necessary changes or modifications in or to the Disclosure Statement, the Plan, the Plan Documents, the Confirmation Order, or any exhibits or schedules to the foregoing, as may be necessary or appropriate to carry out the purposes and intent of the Plan, including the adjustment of the date(s) of performance under the Plan in the event the Effective Date does not occur as provided herein so that the intended effect of the Plan may be substantially realized thereby;

12.2.11 to resolve any disputes concerning any release or exculpation of, or limitation of liability as to, a non-debtor (including any Professional) hereunder or the injunction against acts, employment of process or actions against such non-debtor (including any Professional) arising hereunder;

12.2.12 to enforce all orders, judgments, injunctions and rulings entered in connection with the Bankruptcy Case;

12.2.13 to enter such orders as may be necessary or appropriate to implement or consummate the provisions of the Plan and all contracts, instruments, releases, indentures and other agreements or documents created in connection with the Plan, the Disclosure Statement or the Confirmation Order, including the Plan Documents;

12.2.14 to review and approve any sale or transfer of assets or Property by the Debtor or the Reorganized Debtor, including prior to or after the date of the Plan, and to determine all questions and disputes regarding such sales or transfers;

12.2.15 to determine all questions and disputes regarding title to the assets or Property of the Debtor, or the Reorganized Debtor;

12.2.16 to determine any and all matters, disputes and proceedings relating to the Litigation Claims, whether arising before or after the Effective Date;

12.2.17 to determine any motions or contested matters involving taxes, tax refunds, tax attributes, tax benefits and similar or related matters with respect to the Debtor arising on or prior to the Effective Date or arising on account of transactions contemplated by the Plan;

12.2.18 to resolve any determinations which may be requested by the Debtor or Reorganized Debtor of any unpaid or potential tax liability or any matters relating thereto under Sections 505 and 1146 of the Bankruptcy Code, including tax liability or such related matters for any taxable year or portion thereof ending on or before the Effective Date;

12.2.19 to issue injunctions, enter and implement other orders or take such other actions as may be necessary or appropriate to restrain interference by any Person or Entity with consummation, implementation or enforcement of the Plan or the Confirmation Order;

12.2.20 to enter and implement such orders as are necessary or appropriate if the Confirmation Order is for any reason modified, stayed, reversed, revoked or vacated;

12.2.21 to determine any other matters that may arise in connection with or relating to the Plan, the Disclosure Statement, the Confirmation Order or the Plan Documents;

12.2.22 to enter such orders as are necessary to implement and enforce the injunctions described herein;

12.2.23 to enforce the obligations of any purchaser of any Property of the Debtor;

12.2.24 to determine such other matters and for such other purposes as may be provided for in the Confirmation Order or as may from time to time be authorized under the provisions of the Bankruptcy Code or any other applicable law; and

12.2.25 to enter an order concluding and terminating the Bankruptcy Case.

12.3 **Closing of the Bankruptcy Case.**

In addition to the retention of jurisdiction set forth in Articles 12.1 and 12.2, the Bankruptcy Court shall retain jurisdiction of the Bankruptcy Case to enter an order reopening the Bankruptcy Case after they have been closed.

ARTICLE 13

MODIFICATION OF PLAN AND CONFIRMATION OVER OBJECTIONS

13.1 **Modification of Plan.**

13.1.1 The Debtor may, with the consent of the Exit Financing Lender, modify the Plan at any time prior to the entry of the Confirmation Order provided that the Plan, as modified, and the Disclosure Statement meet applicable Bankruptcy Code and Bankruptcy Rules requirements.

13.1.2 After the entry of the Confirmation Order, the Debtor (prior to the Effective Date) or Reorganized Debtor (on and after the Effective Date) may, with the consent of the Exit Financing Lender, modify the Plan or the other Plan Documents to remedy any defect or omission herein, or to reconcile any inconsistencies between the Plan or such other Plan Documents and the Confirmation Order, as may be necessary to carry out the purposes and effects of the Plan, provided that (a) the Debtor or Reorganized Debtor (as the case may be) obtain Bankruptcy Court approval for such modification, after notice and a hearing, and (b) such modification does not materially adversely affect the interests, rights, or treatment of any Class of Claims or Equity Interests under the Plan.

13.1.3 After the entry of the Confirmation Order and before the Effective Date of the Plan, the Debtor (prior to the Effective Date) or Reorganized Debtor (on or after the Effective Date) may, with the consent of the Exit Financing Lender, modify the Plan or the other Plan Documents in a way that materially adversely affects the interests, rights, or treatment of a Class of Claims or Equity Interests, provided that (a) the Plan and such other Plan Documents, as modified, meet applicable Bankruptcy Code requirements, (b) the Debtor or Reorganized Debtor (as the case may be) obtain Bankruptcy Court approval for such modification, after notice, including to the Class of Claims or Equity Interests materially adversely affected and a hearing, (c) such modification is accepted by (i) at least two-thirds in dollar amount, and more than one-half in number, of the Allowed Claims actually voting in each Class of Claims adversely affected by such modification or (ii) at least two-thirds in amount of Allowed Equity Interests actually voting in each Class of Equity Interests adversely affected by such modification, and (d) the Debtor or Reorganized Debtor (as the case may be) comply with Section 1125 of the Bankruptcy Code with respect to the Plan or such other Plan Documents, as modified.

13.1.4 Notwithstanding anything to the contrary contained in this Article 13.1 or elsewhere in the Plan, the Plan may not be altered, amended or modified without the written consent of the Debtor (prior to the Effective Date) or Reorganized Debtor (on and after the Effective Date).

13.2 **Confirmation Over Objections.**

In the event any Impaired Class of Claims or Equity Interests votes against the Plan, and the Plan is not revoked or withdrawn in accordance with Article 14.2, the Debtor hereby requests, and shall be allowed, with the consent of the Exit Financing Lender, to modify the terms of the Plan or the other Plan Documents to effect a "cram down" on such dissenting Class by (a) restructuring the treatment of any Class on terms consistent with Section 1129(b)(2)(B) of the Bankruptcy Code, (b) deleting distributions to all Classes at or below the level of the objecting Class, or reallocating such distributions, until such impaired senior Classes are paid in accordance with the absolute priority rule of Section 1129(b) of the Bankruptcy Code, or (c) otherwise allowed under applicable law, including to propose a "new value" plan. The Debtor may with the Exit Financing Lender make such modifications or amendments to the Plan or other Plan Documents and such modifications or amendments shall be filed with the Bankruptcy Court and served on all parties in interest entitled to receive notice prior to the Confirmation Hearing. No such modifications shall require any solicitation of acceptances as to the Plan by any Class of Claims or Equity Interests unless the Bankruptcy Court shall require otherwise. Notwithstanding any provision of the Plan to the contrary, the Debtor reserves any and all rights they may have to challenge the validity, perfection, priority, scope and extent of any Liens in respect to any Secured Claims and the amount of any Secured Claims, the Holders of which have not accepted the Plan.

ARTICLE 14 **MISCELLANEOUS PROVISIONS**

14.1 **No Admissions.**

The Plan provides for the resolution, settlement and compromise of Claims against and

Equity Interests in the Debtor. Nothing herein shall be construed to be an admission of any fact or otherwise binding upon the Debtor in any manner prior to the Effective Date.

14.2 **Revocation or Withdrawal of the Plan.**

The Debtor reserves the right to revoke or withdraw the Plan prior to the Confirmation Date. If the Debtor revokes or withdraws the Plan, or if Confirmation of the Plan does not occur, then the Plan shall be deemed null and void in all respects and nothing contained in the Plan shall be deemed to (a) constitute a waiver or release of any Claims against, or Equity Interests in, the Debtor or any other Person, or (b) prejudice in any manner the rights of the Debtor or any other Person in any further proceedings involving the Debtor.

14.3 **Standard for Approval of the Bankruptcy Court.**

In the event any of the matters described herein are brought for approval before the Bankruptcy Court, then any such approval shall mean the entry of an order by the Bankruptcy Court approving the matter using the standards for approval of similar matters by a Chapter 11 debtor in possession.

14.4 **Further Assurances.**

Each of the Debtor and Reorganized Debtor agree, and are hereby authorized, to execute and deliver any and all papers, documents, contracts, agreements and instruments which may be reasonably necessary to carry out and implement the terms and conditions of the Plan.

14.5 **Headings.**

The headings and table of contents used in the Plan are for convenience and reference only and shall not constitute a part of the Plan for any other purpose or in any manner affect the construction of the provisions of the Plan.

14.6 **Notices.**

All notices, requests or other communications in connection with, or required to be served by, the Plan shall be in writing and shall be sent by United States first class mail, postage prepaid, or by overnight delivery by a recognized courier service, and addressed as follows: (i) if to the Debtor or Reorganized Debtor, 301 Congress Avenue, Suite 500, Austin, TX 78701, Attn: Mr. Ed Wendler, with a copy to Paul J. Battista, Esq., Genovese Joblove & Battista, P.A., 100 S.E. Second Street, 44th Floor, Miami, Florida 33131, and (ii) if to the Exit Financing Lender, to Jordi Gusó, Esq., Berger Singerman, LLP, 1450 Brickell Ave, Suite 1900, Miami, FL 33131. Copies of all notices under the Plan to any party shall be given to each of the parties listed above contemporaneously with the giving of such notice. Any of the parties listed above may change the person or address to whom or to which notices are to be given hereunder by filing a written instrument to that effect with the Bankruptcy Court. Notwithstanding anything to the contrary contained in the Plan, no notice shall be required hereunder to the Committee if it is no longer in existence.

14.7 **Governing Law.**

Except to the extent that federal law (including the Bankruptcy Code or the Bankruptcy Rules) is applicable, or where the Plan or Plan Documents (including, without limitation, the Exit Financing Documents), or the provision of any contract, instrument, release, indenture or other agreement or document entered into in connection with the Plan or other Plan Documents provides otherwise, 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 Florida, without giving effect to the principles of conflicts of law thereof.

14.8 **Limitation on Allowance.**

No attorneys' fees, punitive damages, penalties, exemplary damages, or interest shall be paid with respect to any Claim or Equity Interest except as otherwise expressly provided in the Plan or as Allowed by a Final Order of the Bankruptcy Court.

14.9 **Estimated Claims.**

To the extent any Claim is estimated for any purpose other than for voting on the Plan, then in no event shall such Claim be Allowed in an amount greater than the estimated amount.

14.10 **Consent to Jurisdiction.**

Upon any default under the Plan, the Debtor and Reorganized Debtor consent to the jurisdiction of the Bankruptcy Court and agree that the Bankruptcy Court shall be the preferred forum for all proceedings relating to any such default.

By accepting any Distribution under or in connection with the Plan, by filing any Proof of Claim, by filing any Administrative Claim or Cure Claim, by voting on the Plan, by reason of being served with notice of the filing of the Bankruptcy Case or the Confirmation Hearing, or by entering an appearance in the Bankruptcy Case, Creditors, Holders of Equity Interests and other parties in interest, including foreign Creditors and foreign parties in interest, have consented, and shall be deemed to have expressly consented, to the jurisdiction of the Bankruptcy Court for all purposes with respect to any and all matters relating to, arising under or in connection with the Debtor, the Plan or the Bankruptcy Case, including the matters and purposes set forth in Article 12 of the Plan. The Bankruptcy Court shall maintain jurisdiction to the fullest extent allowed under applicable law over all matters set forth in Article 12 of the Plan.

14.11 **Setoffs.**

Subject to the limitations provided in Section 553 of the Bankruptcy Code, Reorganized Debtor may, but shall not be required to, set off against any Claim and any Distribution to be made pursuant to the Plan in respect of such Claim, claims of any nature whatsoever the Debtor or Reorganized Debtor may have against the Holder of such Claim, but neither the failure to do so nor the allowance of any Claim hereunder shall constitute a waiver or release by Reorganized Debtor of any such claim that the Debtor or Reorganized Debtor may have against the Holder of such Claim.

14.12 **Successors and Assigns.**

The rights, benefits, duties and obligations of any Person or Entity named or referred to in the Plan shall be binding upon, and shall inure to the benefit of, any heir, executor, administrator, successor or assign of such Person or Entity.

14.13 **Modification of Payment Terms.**

The Reorganized Debtor reserves the right to modify the treatment of any Allowed Claim, as provided in Section 1123(a)(4) of the Bankruptcy Code, at any time after the Effective Date, upon the consent of the Holder of such Allowed Claim.

14.14 **Entire Agreement.**

The Plan and the Plan Documents set forth the entire agreement and undertakings relating to the subject matter thereof and supersede all prior discussions and documents. No Person or Entity shall be bound by any terms, conditions, definitions, warranties, understandings, or representations with respect to the subject matter thereof, other than as expressly provided for therein or as may hereafter be agreed to by such Person or Entity in writing.

14.15 **Severability of Plan Provisions.**

If, prior to Confirmation of the Plan, any term or provision of the Plan is held by the Bankruptcy Court to be invalid, void or unenforceable, the Bankruptcy Court, at the request of the Debtor (with the consent of the Exit Financing Lender), shall have the power to alter or interpret such term or provision to make it valid or enforceable to the maximum extent practicable, consistent with the original purpose of the term or provision held to be invalid, void or unenforceable, and such term or provision shall then be applicable as altered or interpreted. Notwithstanding any such holding, alteration or interpretation, the remainder of the terms and provisions of the Plan will remain in full force and effect and will in no way be affected, impaired or invalidated by such holding, alteration or interpretation. The Confirmation Order shall constitute a judicial determination and shall provide that each term or provision of the Plan, as it may have been altered or interpreted in accordance with the foregoing, is valid and enforceable.

14.16 **Controlling Document.**

To the extent the Confirmation Order or the Plan is inconsistent with the Disclosure Statement or any agreement entered into between the Debtor or Reorganized Debtor and any third party, unless otherwise expressly provided in the Plan or the Confirmation Order, the Confirmation Order and the Plan shall control over the Disclosure Statement and any such agreement. The Confirmation Order (and any other Final Orders of the Bankruptcy Court) shall be construed together and consistent with the terms of the Plan; provided, however, to the extent the Confirmation Order is inconsistent with the Plan, the Confirmation Order shall control over the Plan.

14.17 **Computation of Time.**

In computing any period of time prescribed or allowed by the Plan, the provisions of Bankruptcy Rule 9006(a) shall apply.

14.18 **Substantial Consummation.**

The Plan shall be deemed to be substantially consummated within the meaning of Section 1101 of the Bankruptcy Code upon commencement by Reorganized Debtor of the Initial Distribution described in Article 9.1 of the Plan.

Dated as of October 11, 2013.

Respectfully submitted,

ABERDEEN LAND II, LLC,

By ABERDEEN PORTFOLIO, LLC.,
A Delaware limited liability company, its sole member

By: /s/ Ed Wendler
Name: Ed Wendler
Title: Authorized Representative

/s/ Paul J. Battista
Paul J. Battista (Florida Bar No. 884162)
Mariaelena Gayo-Guitian (Florida Bar No. 813818)
Heather L. Harmon (Florida Bar No. 013192)
GENOVESE JOBLOVE & BATTISTA, P.A.
100 S.E. Second Street, 44th Floor
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Facsimile: (305) 349-2310
Email: pbattista@gjb-law.com
Email: mguitian@gjb-law.com
Email: hharmon@gjb-law.com

Counsel for the Debtor and Debtor in Possession

EXHIBIT A

Exit Financing Commitment Letter

ABERDEEN LEND, LLC

October 2, 2013

Aberdeen Land II, LLC
301 Congress Avenue
Suite 1100
Austin, Texas 78701
Attn: Mr. Ed Wendler

Re: \$13,500,000.00 Senior Secured, Multiple Advance Term Loan Facility

Ladies and Gentlemen:

Aberdeen Lend, LLC, a Delaware limited liability company ("Lender") has agreed to make a Senior Secured Term Loan (the "Loan") to **Aberdeen Land II, LLC**, a Delaware limited liability company (the "Borrower"), to provide financing to the Borrower necessary to fund the Borrower's emergence from bankruptcy pursuant to a Plan of Reorganization dated July 23, 2013 proposed by Borrower (or as same may hereafter be amended, modified or supplemented from time to time in form and content acceptable to Lender) (the "Plan") in the Borrower's Chapter 11 Bankruptcy Case No. 13-4103-JAF (the "Bankruptcy Case"), which is currently pending in the United States Bankruptcy Court for the Middle District of Florida (the "Bankruptcy Court"), in strict compliance with the following terms and conditions:

BORROWER

Aberdeen Land II, LLC, a Delaware limited liability company

LOAN AMOUNT AND RECOURSE

The amount of the Loan is **\$13,500,000.00**. The Loan will be advanced in multiple draws as needed by the Borrower in accordance with the projections attached to the Plan, as such projections are amended or supplemented with the consent of the Lender. The Loan shall be a full recourse obligation of the Borrower.

TERM AND MATURITY DATE

The term of the loan (the "Term") will commence on the date of closing and will end five years from the date of the initial funding (the "Maturity Date"), unless soon terminated as set forth in the Loan Documents (as defined herein below).

Aberdeen Land II, LLC
 October __, 2013
 Page 2

INTEREST RATE

During the Loan term, the outstanding Loan principal balance shall bear interest at a fixed rate of five percent (5%) per annum. In the event of default by Borrower under any Loan Document, the applicable interest rate of the Loan shall, for a period beginning ten (10) days after written notice of such default and ending upon the curing of said noticed default, increase by an additional 3% (the "Default Rate"). Such Default Rate interest shall apply to the outstanding principal balance of the Loan during the term of such default. In no event, however, shall such Default Rate exceed the maximum rate allowed by law.

PAYMENT TERMS

During the Term, interest shall accrue until the earlier of the Maturity Date or the occurrence of an Event of Default (as defined in the Loan Documents), at which time all unpaid principal and accrued interest shall immediately become due and payable to Lender.

SECURITY

The security for the repayment of the Loan shall include, without limitation, the following:

1. A first priority mortgage lien evidenced by a mortgage granted by Borrower in favor of Lender (the "Mortgage") encumbering the real property described on Exhibit A attached hereto, which shall consist of (i) all real property described in that certain Warranty Deed, dated August 24, 2011 by Aberdeen Development LLC, as grantor and Borrower, as grantee, recorded in Official Records Book 3472, Page 1562 in the Public Records of St. Johns County, Florida, conveying the real property described on **Exhibit A-1** attached hereto, and (ii) the real property described in that certain Quit Claim Deed, dated as of January 30, 2013, by Aberdeen of St. Johns, LLC, a Florida limited liability company to and in favor of Borrower, covering the real property described on **Exhibit A-2** attached hereto (the real property described in **Exhibit A-1** and **Exhibit A-2** is collectively called the "Real Property"), provided however, that the lien to be granted hereunder shall be junior and subordinate to current real estate taxes on the Real Property and special assessments due to the Aberdeen Community Development District;

2. An absolute assignment of leases, rents and profits with respect to the Real Property;

3. A first priority, perfected security interest and collateral assignment in and to all tangible and intangible personal property now or hereafter owned by Borrower, including, without limitation, (i) all personal property conveyed pursuant to that certain Bill of Sale dated August 24, 2011 by and between Aberdeen Development, LLC, as seller and Borrower, as Buyer, (ii) all development and other rights conveyed to Borrower by that certain Assignment and Assumption of Developer's Rights (Aberdeen) dated August 24, 2011, by and between Aberdeen Development LLC and Borrower

Aberdeen Land II, LLC
October __, 2013
Page 3

recorded in Official Books 33472, Page 1570 of the Public Records of St. Johns County, Florida and (iii) all rights in and to the Assets (as defined therein) acquired by Borrower by that certain Assignment of Development Rights dated January 30, 2013, by Aberdeen of St. Johns, LLC, as transferor, to Borrower, as transferee.

4. An environmental indemnity agreement executed by Borrower covering the Real Property;

5. A collateral assignment of any and all other rights of Borrower in and to the Real Property, including, without limitation, all construction contracts, engineering and other development plans, development permits and approvals, utilities capacities and other rights, and such other rights and interests related to the Borrower as Lender may require; and

6. For the avoidance of doubt, no personal guaranty of the Loan shall be required by Lender.

As used herein, the term "Property" shall mean the collective reference to the Real Property and all other real and personal property of Borrower, including, without limitation, the rights and assets described in this section entitled "Security."

FURTHER ENCUMBRANCE

Borrower will be prohibited from causing or allowing any other lien or encumbrance against the Property or other collateral for the Loan other than liens or encumbrances occurring in the normal course of business, unless Borrower pays or bonds such encumbrance within 30 days of same attaching to Property. Any such encumbrance made without Lender's prior written consent shall be deemed to be an event of material default under the Loan and Lender, at its option (and not to the exclusion of any other remedy Lender may have), may declare all the sums secured by the Mortgage and the other Loan Documents to be immediately due and payable.

PREPAYMENT

The Loan is prepayable in whole or in part. Such prepayment may be made at any time and from time to time (except at times when Borrower is in default of the Loan) without penalty or premium.

GENERAL CONDITIONS

1. Liability Insurance

Lender will require public liability and Property damage insurance, from a company and in a

Aberdeen Land II, LLC
October __, 2013
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form consistent with Lender's standard insurance requirements, for not less than Two Million Dollars (\$2,000,000.00). For purposes of closing, a certificate from the insurance company demonstrating Borrower is maintaining the required liability coverage, as distinguished from submission of original policy, will be acceptable if accompanied by an acceptable Lender's Certificate of Insurance. However, a certified copy of a policy paid up for not less than one (1) year must be delivered to Lender within (30) days of closing. The Certificate of Insurance and policy must name LENDER as an additional insured "as its interest may appear."

2. Title Insurance

At least ten (10) days before the closing, Lender's counsel shall obtain a commitment to issue a mortgagee's title insurance policy reflecting the state of title to the Property as of a then current date. Additionally, at the closing Lender shall be furnished with a policy of title insurance in the principal amount of the Loan written on a title insurance company acceptable to Lender, insuring that the Mortgage in favor of Lender is a first lien. The mortgage title insurance policy shall contain neither an exception for unrecorded mechanics', laborer's or materialmen's liens; nor for facts that an accurate survey would disclose, and the title insurance policy shall otherwise comply with the requirements of Lender's legal counsel. Lender may also require the mortgagee title insurance policy include coverage endorsements such as:

Florida ALTA Form 9 Endorsement
Survey Endorsement
Contiguity Endorsement
Environmental Liens
Other Endorsements Required by Lender

The Borrower shall pay all premiums and other costs of obtaining the mortgagee title insurance policy and applicable endorsements.

3. Environmental Representations and Warranties

Borrower represents and warrants to Lender as follows: (1) the Property is not currently subject to any current environmental contamination, (2) the Borrower is unaware of any former contamination, (3) the Property is not now being used nor was in the past used for the handling, storage, transportation, or disposal of any hazardous or toxic materials, and (4) the Borrower is unaware of any hazardous substances used, stored or handled, at any time, on land adjacent to the Property. At Closing, the Borrower shall indemnify, defend, and hold Lender harmless from and against any loss to Lender including, without limitation, attorneys' fees and costs, site investigation and cleanup, incurred by or imposed on Lender as a result of such past, present or future use, handling, storage, transportation, or disposal of hazardous or toxic materials. This indemnity shall survive the Loan closing.

Aberdeen Land II, LLC
October __, 2013
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4. Place and Date of Closing

Subject to satisfaction or completion of or compliance with, as the case may be, each and every term, provision and condition hereof, the Loan shall be closed, at Borrower's expense, by counsel for Lender, on a day and at a time designated by Lender.

5. Compliance with Law

At closing, Lender shall be furnished with both a certificate from Borrower, and such other proofs as Lender may require, to the effect that the Borrower has complied with, and will during the life of the Loan comply with, all governmental regulations including but not limited to regulations of environmental protection agencies and any or all equal opportunity laws or regulations.

6. Legal Rights and Authority

Borrower must furnish Lender with proof that it is a duly authorized entity qualified to do business in the State of Florida, and shall furnish to Lender documentation in proper form and substance satisfactory to Lender's counsel verifying that the execution and the delivery of the Loan Documents are authorized and will constitute valid, binding obligations, enforceable in accordance with their respective terms. Without limiting the foregoing, Borrower will provide (i) an "active status" certificate issued by the Secretary of State of its formation, (ii) evidence that Borrower is qualified to do business in Florida, (iii) certified articles of formation, (iv) certified copy of the operating agreement of Borrower with all amendments thereto, (v) incumbency certificate, (vi) written consent of the manager(s) and member(s) of Borrower and (vii) such other authorization and organizational documents of the Borrower as Lender may request.

7. Business Purposes

Borrower has represented to Lender that the proceeds of the Loan described in this Commitment are to be used for business purposes and not for personal, family or household use, and Lender is making this Loan in reliance on such representation.

8. Florida Transaction

Regardless of where any of the Loan Documents is finally executed by the Borrower, the Loan shall be a Florida transaction. Accordingly, unless exempted by a final order of the Bankruptcy Court in the Pending Case, the Loan Documents shall bear appropriate Florida Documentary Stamp Taxes and Non-Recurring Intangible Tax which shall be paid by the Borrower.

Aberdeen Land II, LLC
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9. Assignability

Neither this Commitment nor the Loan proceeds shall be assignable by the Borrower without the prior written consent of Lender.

10. Extension of Commitment

Any extension of the expiration date of this Commitment must be in writing and shall be solely at the discretion of Lender. In no event shall Lender be obligated to extend the expiration of this Commitment.

11. Assignment by Lender

This Commitment, and the Loan contemplated by this Commitment may be placed, assigned, serviced and/or participated in (either in whole or in part) by Lender and/or its successors and assigns. In connection with any of the foregoing, Lender and/or its successors and assigns may receive placement, servicing, brokerage and other fees from others. Borrower specifically agrees that the Lender and/or its successors and assigns shall have no obligation to disclose to Borrower the receipt, or contemplated receipt, of any such fees, that Borrower shall have no claim or right to any such fees, and that the receipt or contemplated receipt of any such fees shall in no way relieve Borrower of any of its obligations hereunder. Borrower hereby grants permission to disclose credit information to any such purchaser.

12. Borrower's Failure to Perform

Time is of the essence in Borrower's performance of its obligations hereunder, and in the event Borrower fails to meet any deadlines, including the one established for closing of the Loan, or timely to comply with any of the requirements contained in any provision of this Commitment, such failure shall permit Lender the option, acting again in its sole and unfettered discretion, to terminate and cancel this Commitment and any other appurtenant documents.

13. Attorney's Fees and Costs

Borrower shall be responsible for the payment of all Lender's reasonable cost and expenses, including the cost of any attorneys or other consultants retained by Lender. The Borrower agrees, should the Loan fail to close for any reason other than the arbitrary refusal of Lender to close, that Lender's counsel shall be entitled to be reimbursed for any reasonable out-of-pocket costs and to be paid a reasonable fee for its services through the expiration date of this Commitment, and Borrower agrees to pay that fee and reimbursement immediately upon receipt of a statement. Borrower understands that this fee shall not be paid by Lender.

Aberdeen Land II, LLC
 October __, 2013
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14. Professional Inspections

Before the closing, Lender may require that an independent engineer or inspection service satisfactory to Lender inspect the Property to determine the presence of hidden conditions, defects or deficiencies. Similarly, Lender at any time subsequent to closing and during the term of the Loan may require that an independent engineer or inspection service satisfactory to Lender inspect the Property. The fee for that engineer or service shall be paid by the Borrower. Should the Loan fail to close for any reason, other than the arbitrary refusal of Lender to close, Borrower shall immediately pay these fees, and Borrower understands that this fee shall not be paid out of the Commitment Fee. Lender must, as a condition to making the Loan, be satisfied in its sole discretion with the content of each report made in connection with any inspection made pursuant hereto.

15. Loan Documentation

At closing Borrower shall properly execute and deliver, or shall cause to be executed and delivered, the following documents (the "Loan Documents") in form and substance acceptable to Lender in its sole and absolute discretion: (NOTE: The following list is intended to be illustrative, not comprehensive or exhaustive.)

- (a) Promissory Note ("Note");
- (b) Loan Agreement;
- (c) Mortgage and Security Agreement;
- (d) Assignment of Leases, Rents and Profits;
- (e) Collateral Assignment of Development Rights and Other Intangible Property;
- (f) Environmental Indemnity Agreement;
- (g) UCC-1 Financing Statements;
- (h) Such other documents, in such form, as Lender or its counsel may require.

Lender's attorney shall prepare the necessary documentation in order to comply with all the terms and conditions of this Commitment. All documentation must be satisfactory to Lender in its sole and absolute discretion.

16. Contracts and Leases

Borrower must provide to Lender prior to closing a schedule of contracts and leases affecting or related to the Property.

17. Confirmation Order

The Bankruptcy Court shall enter an order (the "Confirmation Order"), in form and content acceptable to Lender, confirming the Plan, authorizing Borrower to obtain the Loan and execute all

Aberdeen Land II, LLC
October __, 2013
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documents evidencing or relating to the Loan, and finding that the Loan and Lender are entitled to the protections of Section 364(e) of the Bankruptcy Code.

18. Certificates/Borrower's Architect/Engineer

Borrower shall provide certifications from Borrower's Architect/Engineer, as appropriate, who must be licensed in the state of Florida. Such certification shall include, without limitation, a listing of all necessary licenses, permits, approvals, development agreements from applicable city, county regional, state or federal authorities as necessary to develop, construct, use, occupy and operate the Property for the specific purposes contemplated by the Borrower and as represented to Lender.

19. Zoning Letter

Borrower shall provide a letter from the appropriate government zoning official stating the zoning classification and land use designation of the Property, stating the permitted uses and parking requirements of the Property thereunder, and stating that the intended uses of the Property by the Borrower are or will be in compliance with such permitted uses.

20. Utilities Letters

Borrower shall provide letters from the appropriate utilities, electric, water, sewer, gas, telephone, cable, etc. providing utility services to the project establishing that such utilities are available in sufficient capacity to permit the intended construction and use of the improvements contemplated herein within the time frames indicated herein.

21. Financial and Other Covenants

- A. Borrower shall provide to Lender copies of Borrower's tax returns on an annual basis.
- B. Borrower shall deliver quarterly and annual financial statements to Lender.
- C. Borrower shall deliver to Lender any new leases affecting the Property upon execution.

22. Approvals

All documentation and details provided by Borrower to Lender in connection with the Loan or to satisfy the requirements of this Commitment must meet Lender's approval and the approval of Lender's attorneys. Lender may withhold approval of any document or other matter for any reason in Lender's sole and absolute discretion, said approval will not be unreasonably withheld. If Lender disapproves any document or information that Borrower furnishes pursuant to this Commitment, Lender may cancel this Commitment.

Aberdeen Land II, LLC
 October __, 2013
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23. Brokerage

Lender shall not assume any responsibility for payments to any broker, finder or similar agent in connection with this Loan. The Borrower shall indemnify and hold Lender harmless from any such amounts or claims. Lender shall not be obligated to pay for any prior commitment fees to other lending institutions and/or liquidated damages arising therefrom.

24. No Waiver of Rights By Lender

Neither any failure nor any delay on the part of Lender in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall a single or partial exercise thereof preclude any other or further exercise of any other right, power or privilege.

25. Survival of Representations

All covenants, agreements, representations and warranties made by Borrower herein shall survive the closing and funding by Lender of the Loan and shall continue in full force and effect so long as any portion of the Loan is outstanding and unpaid. In this Commitment, reference to any of the parties herein shall be deemed to include the successors and assigns of such party. All covenants, promises and agreements by or on behalf of the Borrower which are contained in this Commitment, or in any other Loan Document, shall inure to the benefit of, the successors and assigns of Lender.

26. Compliance with Federal Laws

Borrower, acknowledges and agrees that Lender seeks to comply with all applicable laws concerning money laundering and related activities and that Lender prohibits the lending of funds to any persons or entities that are acting, whether directly or indirectly, (i) in contravention of any United States, international or other money laundering regulations or conventions, including, without limitation, the United States Bank Secrecy Act, the United States Money Laundering Control Act of 1986, and the United States International Money Laundering Abatement and Anti-Terrorist Financing Act of 2001, or (ii) in contravention of Executive Order No. 13,244,66, Fed. Reg. 49,079 (2001) issued by the President of the United States (Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), as may be amended or supplemented from time to time ("Anti-Terrorism Order") or on behalf of terrorists or terrorist organizations, including those persons or entities that are included on any relevant lists maintained by the United Nations, North Atlantic Treaty Organization, Organization of Economic Cooperation and Development, Financial Action Task Force, U.S. Office of Foreign Assets Control, U.S. Securities & Exchange Commission, U.S. Federal Bureau of Investigation, U.S. Central Intelligence Agency, U.S. Internal Revenue Service, or any country or organization, all as may be amended from time to time ((i) and (ii) are collectively referred to as "Prohibited Investments"). Borrower agrees that the making of

Aberdeen Land II, LLC
 October __, 2013
 Page 10

the Loan to the Borrower does not violate the Trading with the Enemy Act (50 U.S.C. §1 et seq., as amended), or any foreign asset control regulations of the United States Treasury Department (31 CFR, Subtitle B, Chapter V, as amended), or any enabling legislation or executive order relating thereto. No member of Borrower is or will be a person described in section 1 of the Anti-Terrorism Order and Borrower will not engage in any dealings or transactions, or otherwise be associated with any such person. None of the cash or property that any member or any of its underlying beneficial owners has paid, has contributed, will pay or will contribute to the Borrower has been or shall be a (i) Prohibited Investment or (ii) derived from, or related to, any activity that is deemed criminal under United States laws. Borrower shall promptly notify the Lender of (i) any change in its status or the status of any of its underlying beneficial owners or (ii) if any of the representations and warranties contained herein cease to be true and accurate regarding Borrower or any of its underlying beneficial owners. Borrower agrees to provide to the Lender any additional information regarding all members of Borrower, or any of their underlying beneficial owners that the Lender deems necessary or convenient to ensure compliance with all applicable laws concerning money laundering and similar activities. Borrower understands and agrees that if, at any time, it is discovered that any of the foregoing representations are incorrect, or if otherwise required by applicable law or regulation related to money laundering and similar activities, the Lender may undertake appropriate actions to ensure compliance with applicable law or regulation. Borrower understands and agrees that, notwithstanding anything to the contrary contained in any document (including any side letters or similar agreements), if, following the funding of the proceeds of the Loan to the Borrower, it is discovered that the Loan is a Prohibited Investment or violates an Anti-Terrorism Order, this shall constitute an Event of Default under the Loan Documents. Borrower further understands that Lender may release confidential information about the undersigned and, if applicable, any of its underlying beneficial owners, to proper authorities if the Lender, in its sole discretion, determines that it is in the best interest of the Lender in light of relevant rules and regulations under the laws described herein. Borrower agrees to indemnify and hold harmless the Lender, its affiliates and its directors, members, partners, shareholders, officers, employees and agents (each, an "Indemnatee") from and against any and all losses, liabilities, damages, penalties, costs, fees and expenses (including legal fees and disbursements) (collectively, "Damages") which may result, directly or indirectly, from any misrepresentations or misstatements contained herein or breaches hereof.

27. Waiver of Jury Trial

LENDER AND BORROWER HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT EITHER MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THE LOAN AND ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION THEREWITH, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF EITHER PARTY. THIS PROVISION IS A MATERIAL INDUCEMENT FOR LENDER ENTERING INTO THE LOAN.

Aberdeen Land II, LLC
October __, 2013
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28. Early Termination

Prior to the closing and unless waived by the Lender in its sole discretion, Lender may terminate this Commitment in the event that:

- A. Any information, representation or material provided, made, or submitted by Borrower supporting Borrower's seeking the Loan shall prove to be inaccurate or shall become inaccurate as a result of a subsequent events;
- B. The Borrower shall fail timely to comply with any of the terms, provisions or conditions hereof;
- C. The Bankruptcy Court does not enter an order approving the disclosure statement in connection with the Plan on or before November 1, 2013;
- D. The Bankruptcy Court does not enter the Confirmation Order before December 31, 2013;
- E. The Confirmation Order does not become a final, non-appealable order before January 15, 2014;
- F. The effective date of the Plan does not occur on or before the Closing Date (as defined below);
- G. The Bankruptcy Court enters an order dismissing the Bankruptcy Case or converting the Bankruptcy Case to a case under chapter 7 of the Bankruptcy Code;
- H. The Bankruptcy Court enters an order appointing a trustee or examiner for Borrower;
- I. The Bankruptcy Court enters an order granting any holder of a lien on the Collateral relief from the automatic stay pursuant to Section 362 of the Bankruptcy Code;
- J. The financial condition, operations, or assets of the Borrower shall have changed adversely, in the opinion of Lender, in any material respect from the financial condition, operations or assets of Borrower as heretofore represented to the Lender; or
- K. Any material adverse action, suit or proceeding shall be instituted or threatened against the Borrower.

Aberdeen Land II, LLC
 October __, 2013
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29. Indemnity

Borrower agrees to indemnify and hold Lender harmless from and against all damages, claims, actions, causes of action, losses, costs, expenses, liabilities, penalties and interest (including attorney's fees and expenses) directly or indirectly resulting from, occurring in connection with or arising out of (a) any inaccurate representation or warranty made by or on behalf of the Borrower to Lender in connection with this Commitment or Loan, (b) any breach by the Borrower of any of its obligations under this Commitment or the Loan Documents to be entered into in connection with the Loan, or (c) the Loan and the transactions contemplated by this Commitment.

30. Additional Requirements

This Commitment does not detail all of the terms of this financing nor all of the conditions of closing the Loan. As a condition of the closing, Lender or its attorneys may require Borrower deliver documents and information that are not expressly required in this Commitment. Further, the Loan Documents will contain terms, conditions, requirements, and covenants that are not expressed in this Commitment and are not inconsistent with the express provisions of this Commitment.

SUMMARY AND ACCEPTANCE

The Loan shall be made without cost to Lender. Borrower will pay Lender's legal counsel's fee. Borrower will also pay said counsel's actual out-of-pocket expenses. Lender warrants that it has not contracted with anyone requiring the payment of a brokerage commission. Brokerage commissions, if any, shall be payable by the Borrower and the acceptance of this Commitment shall constitute a self-executing undertaking on the part of the Borrower to indemnify Lender against claims of brokers arising in connection with the execution of this Commitment by Lender or the consummation of the Loan contemplated hereby.

This Commitment shall supersede all other agreements, applications, and commitments either written or oral, as well as all other forms of communication heretofore entered into or exchanged between Borrower and Lender. The terms and provisions of this Commitment shall survive the closing of the Loan contemplated herein, and a default by Borrower under this Commitment or any term hereof shall constitute a default under the Note, Mortgage and other Loan Documents contemplated herein.

By your acceptance of this Commitment you acknowledge that Lender's undertaking to make the Loan is, of course, conditioned upon the satisfaction, fulfillment or waiver of every term and condition set forth herein, the execution, delivery and acceptance by Lender of appropriate documentation, and the resolution of all appropriate legal matters satisfactory to legal counsel for each of us.

Aberdeen Land II, LLC
October __, 2013
Page 13

The closing shall be held, subject to and upon the terms hereof, on or before January 31, 2014 (the "Closing Deadline Date"), subject to extension in writing by Lender in its sole and unfettered discretion. Unless the closing is held by the Closing Deadline Date, the obligations of Lender hereunder will terminate.

THIS COMMITMENT HAS BEEN ISSUED TO BORROWER AND IS INTENDED FOR BORROWER'S USE ALONE; NO ONE ELSE IS ENTITLED TO RELY UPON, OR DERIVE ANY LEGAL RIGHTS WHATSOEVER FROM, THIS COMMITMENT.

Sincerely,

ABERDEEN LEND, LLC

By: 
Name: M. Timothy Clark
Title: President

The undersigned accepts the Commitment and agrees to close the Loan upon all the foregoing terms and conditions.

ABERDEEN LAND II, LLC, as debtor in possession


By: 
Name: Ed Wendler
Title: Authorized Representative

EXHIBIT B

Schedule of Executory Contracts

NONE

EXHIBIT C-1

Payment Schedule for the Class 3A Secured CDD Bond Claim – 2005

Aberdeen Land II, LLC
Case No. - 3:13-bk-04103-JAF
United States Bankruptcy Court
Middle District of Florida
Jacksonville Division

CDD 2005-A Bond - Allocation of Annual Future Assessments to Aberdeen Land II, LLC and Builders/Home Buyers

		FROM EXHIBIT 3.6(A)									
		Total Bond Issue Allocated to Aberdeen Lots				Beg. # of					
					Coupon Rate:	Aberdeen Lots:					
					5.50%	912					
		Principal	Principal Payment	Interest	Total Assessment	Assessment per Lot	Aberdeen Average Lots During Year	Builder/Home Owners' Lots	Aberdeen Assessment	Builder/Home Owners' Assessments	Total Assessment
4/15/2015		\$24,067,775	\$588,220	\$661,864	\$1,250,084						
10/15/2015		\$23,479,556	\$0	\$645,688	\$645,688						
2015			\$588,220	\$1,307,552	\$1,895,771	\$2,079	817	95	\$1,698,295	\$197,476	\$1,895,771
4/15/2016		\$23,479,556	\$620,707	\$645,688	\$1,266,394						
10/15/2016		\$22,858,849	\$0	\$628,618	\$628,618						
2016			\$620,707	\$1,274,306	\$1,895,013	\$2,078	596	316	\$1,238,407	\$656,605	\$1,895,013
4/15/2017		\$22,858,849	\$654,845	\$628,618	\$1,283,464						
10/15/2017		\$22,204,003	\$0	\$610,610	\$610,610						
2017			\$654,845	\$1,239,228	\$1,894,074	\$2,077	355	557	\$737,277	\$1,156,797	\$1,894,074
4/15/2018		\$22,204,003	\$690,862	\$610,610	\$1,301,472						
10/15/2018		\$21,513,141	\$0	\$591,611	\$591,611						
2018			\$690,862	\$1,202,221	\$1,893,083	\$2,076	120	792	\$249,090	\$1,643,994	\$1,893,083
4/15/2019		\$21,513,141	\$728,859	\$591,611	\$1,320,471						
10/15/2019		\$20,784,282	\$0	\$571,568	\$571,568						
2019			\$728,859	\$1,163,179	\$1,892,039	\$2,075	0	912	\$0	\$1,892,039	\$1,892,039
4/15/2020		\$20,784,282	\$769,135	\$571,568	\$1,340,703						
10/15/2020		\$20,015,147	\$0	\$550,417	\$550,417						
2020			\$769,135	\$1,121,984	\$1,891,120	\$2,074	0	912	\$0	\$1,891,120	\$1,891,120
4/15/2021		\$20,015,147	\$811,438	\$550,417	\$1,361,854						
10/15/2021		\$19,203,709	\$0	\$528,102	\$528,102						
2021			\$811,438	\$1,078,519	\$1,889,956	\$2,072	0	912	\$0	\$1,889,956	\$1,889,956
4/15/2022		\$19,203,709	\$856,067	\$528,102	\$1,384,169						
10/15/2022		\$18,347,642	\$0	\$504,560	\$504,560						
2022			\$856,067	\$1,032,662	\$1,888,729	\$2,071	0	912	\$0	\$1,888,729	\$1,888,729
4/15/2023		\$18,347,642	\$903,151	\$504,560	\$1,407,711						
10/15/2023		\$17,444,491	\$0	\$479,724	\$479,724						
2023			\$903,151	\$984,284	\$1,887,434	\$2,070	0	912	\$0	\$1,887,434	\$1,887,434
4/15/2024		\$17,444,491	\$953,102	\$479,724	\$1,432,826						
10/15/2024		\$16,491,389	\$0	\$453,513	\$453,513						
2024			\$953,102	\$933,237	\$1,886,339	\$2,068	0	912	\$0	\$1,886,339	\$1,886,339
4/15/2025		\$16,491,389	\$1,005,523	\$453,513	\$1,459,036						
10/15/2025		\$15,485,866	\$0	\$425,861	\$425,861						
2025			\$1,005,523	\$879,375	\$1,884,898	\$2,067	0	912	\$0	\$1,884,898	\$1,884,898
4/15/2026		\$15,485,866	\$1,060,827	\$425,861	\$1,486,688						
10/15/2026		\$14,425,039	\$0	\$396,689	\$396,689						
2026			\$1,060,827	\$822,550	\$1,883,377	\$2,065	0	912	\$0	\$1,883,377	\$1,883,377
4/15/2027		\$14,425,039	\$1,119,172	\$396,689	\$1,515,861						
10/15/2027		\$13,305,867	\$0	\$365,911	\$365,911						
2027			\$1,119,172	\$762,600	\$1,881,772	\$2,063	0	912	\$0	\$1,881,772	\$1,881,772
4/15/2028		\$13,305,867	\$1,181,180	\$365,911	\$1,547,091						
10/15/2028		\$12,124,687	\$0	\$333,429	\$333,429						
2028			\$1,181,180	\$699,340	\$1,880,520	\$2,062	0	912	\$0	\$1,880,520	\$1,880,520
4/15/2029		\$12,124,687	\$1,246,144	\$333,429	\$1,579,573						
10/15/2029		\$10,878,543	\$0	\$299,160	\$299,160						
2029			\$1,246,144	\$632,589	\$1,878,733	\$2,060	0	912	\$0	\$1,878,733	\$1,878,733
4/15/2030		\$10,878,543	\$1,314,682	\$299,160	\$1,613,842						

Aberdeen Land II, LLC
Case No. - 3:13-bk-04103-JAF
United States Bankruptcy Court
Middle District of Florida
Jacksonville Division

CDD 2005-A Bond - Allocation of Annual Future Assessments to Aberdeen Land II, LLC and Builders/Home Buyers

		FROM EXHIBIT 3.6(A)									
		Total Bond Issue Allocated to Aberdeen Lots				Beg. # of					
						Aberdeen Lots:					
						Coupon Rate:					
						5.50%	912				
		Principal	Principal Payment	Interest	Total Assessment	Assessment per Lot	Aberdeen Average Lots During Year	Builder/Home Owners' Lots	Aberdeen Assessment	Builder/Home Owners' Assessments	Total Assessment
10/15/2030		\$9,563,860	\$0	\$263,006	\$263,006						
2030			\$1,314,682	\$562,166	\$1,876,849	\$2,058	0	912	\$0	\$1,876,849	\$1,876,849
4/15/2031		\$9,563,860	\$1,386,990	\$263,006	\$1,649,996						
10/15/2031		\$8,176,870	\$0	\$224,864	\$224,864						
2031			\$1,386,990	\$487,870	\$1,874,860	\$2,056	0	912	\$0	\$1,874,860	\$1,874,860
4/15/2032		\$8,176,870	\$1,464,188	\$224,864	\$1,689,052						
10/15/2032		\$6,712,682	\$0	\$184,599	\$184,599						
2032			\$1,464,188	\$409,463	\$1,873,651	\$2,054	0	912	\$0	\$1,873,651	\$1,873,651
4/15/2033		\$6,712,682	\$1,544,718	\$184,599	\$1,729,317						
10/15/2033		\$5,167,964	\$0	\$142,119	\$142,119						
2033			\$1,544,718	\$326,718	\$1,871,436	\$2,052	0	912	\$0	\$1,871,436	\$1,871,436
4/15/2034		\$5,167,964	\$1,629,678	\$142,119	\$1,771,797						
10/15/2034		\$3,538,286	\$0	\$97,303	\$97,303						
2034			\$1,629,678	\$239,422	\$1,869,100	\$2,049	0	912	\$0	\$1,869,100	\$1,869,100
4/15/2035		\$3,538,286	\$1,719,310	\$97,303	\$1,816,613						
10/15/2035		\$1,818,976	\$0	\$50,022	\$50,022						
2035			\$1,719,310	\$147,325	\$1,866,635	\$2,047	0	912	\$0	\$1,866,635	\$1,866,635
4/15/2036		\$1,818,976	\$1,818,976	\$50,022	\$1,868,998						
2036			\$1,818,976	\$50,022	\$1,868,998	\$2,049	0	912	\$0	\$1,868,998	\$1,868,998
TOTALS			\$24,067,775	\$17,356,611	\$41,424,386				\$3,923,069	\$37,501,317	\$41,424,386

Financial Projection and related exhibits reflect November 1, 2013 Effective Date and May 1, 2015 as date of first lot sales.

NOTE 1: Per 10/1/05 Aberdeen CDD Bond Offering Statement

EXHIBIT C-2

Buydown Schedule for the Class 3A Secured CDD Bond Claim – 2005

Aberdeen Land II, LLC
Case No. - 3:13-bk-04103-JAF
United States Bankruptcy Court
Middle District of Florida
Jacksonville Division

Aberdeen Land II, LLC - CDD Bond 2005 - Buy Downs Based on Lot Sales

Source: Fishkind & Associates Study

Year Count			0	1	2	3	4	5	Total
Year			2013	2014	2015	2016	2017	2018	
Lot Sales	NOTE 1	Initial Inventory	0	0	190	252	230	240	912
53 Foot Lots		399	0	0	100	100	100	99	399
63 Foot Lots		97	0	0	50	47	0	0	97
73 Foot Lots		135	0	0	20	35	45	35	135
80 Foot Lots		125	0	0	20	30	35	40	125
Multifamily Lots		156	0	0	0	40	50	66	156
Cumulative Lots Sold			0	0	190	442	672	912	
Lots Remaining		912	912	912	722	470	240	0	
Buy Down Amounts	NOTE 1 & 2	Buy Down per Lot							
53 Foot Lots		\$3,179	\$0	\$0	\$317,900	\$317,900	\$317,900	\$314,721	\$1,268,421
63 Foot Lots		\$3,971	\$0	\$0	\$198,550	\$186,637	\$0	\$0	\$385,187
73 Foot Lots		\$6,736	\$0	\$0	\$134,720	\$235,760	\$303,120	\$235,760	\$909,360
80 Foot Lots		\$5,219	\$0	\$0	\$104,380	\$156,570	\$182,665	\$208,760	\$652,375
Multifamily Lots		\$273	\$0	\$0	\$0	\$10,920	\$13,650	\$18,018	\$42,588
			\$0	\$0	\$755,550	\$907,787	\$817,335	\$777,259	\$3,257,931

Financial Projection and related exhibits reflect November 1, 2013 Effective Date and May 1, 2015 as date of first lot sales.

NOTE 1: Per Fishkind & Associates study.

NOTE 2: This is a CDD bond prepayment made by Debtor to the CDD. Fishkind lot sales price assumptions contemplated that these prepayments would be made by the Debtor.

EXHIBIT 2
(BBX PLAN SUPPORT AGREEMENT)

ABERDEEN LAND II, LLC

July 1, 2013

Via Email

BBX Capital Asset Management, LLC
401 East Las Olas Blvd., Suite 800
Ft. Lauderdale, FL 33301
Attn: Andrew L. Meran
Vice President

Re: Support for Chapter 11 Plan of Reorganization – Aberdeen Land II, LLC

Dear Andrew:

This letter agreement will confirm the terms and conditions pursuant to which BBX Capital Asset Management, LLC ("**BBX**") will support and vote in favor of a Chapter 11 plan of reorganization that Aberdeen Land II, LLC ("**Aberdeen**") proposes to file in connection with its anticipated chapter 11 voluntary bankruptcy proceedings.

Specifically, Aberdeen anticipates filing a voluntary chapter 11 bankruptcy in the United States Bankruptcy Court for the Middle District of Florida – Jacksonville Division ("**Bankruptcy Court**") on or before July 2, 2013 ("**Chapter 11 Case**"). In connection with the Chapter 11 Case, Aberdeen anticipates promptly filing its Chapter 11 plan of reorganization and accompanying disclosure statement ("**Plan**") and thereafter using its best efforts to pursue confirmation and consummation of the Plan as soon as reasonably possible.

Aberdeen recognizes and understands that (i) BBX made certain loans to Aberdeen of St. Johns, LLC, an entity that is not affiliated with Aberdeen, the approximate current outstanding balance of which exceeds \$13 million ("**BBX Loan**"), (ii) the BBX Loan is secured by, among other things, certain mortgage liens and security interests on 260 undeveloped residential lots ("**Aberdeen Woods Lots**") owned by Aberdeen and which will become property of the Aberdeen bankruptcy estate under Section 541 of the Bankruptcy Code upon the filing of the Chapter 11 Case, and (iii) the BBX Loan is also secured by certain additional property that is owned by unaffiliated parties and which will not become property of the Aberdeen bankruptcy estate upon the filing of the Chapter 11 Case ("**Other BBX Collateral**"). For avoidance of doubt, the Plan to be filed by Aberdeen will expressly provide that it does not and will not involve the Other BBX Collateral and does not and will not affect the BBX Loan in connection with the Other BBX Collateral or impact or impair any of BBX's rights and remedies in connection therewith.

Subject to the terms and conditions contained herein, by your signature below, BBX agrees to accept the restructure and repayment terms in respect of the BBX Loan as it relates

solely to the Aberdeen Woods Lots as set forth on Exhibit A attached hereto and made a part hereof ("**Repayment Terms**"). Specifically, BBX's agreement to the Repayment Terms shall be subject to (i) Aberdeen filing the Chapter 11 Case on or before July 2, 2013, (ii) the receipt by BBX of the Plan and a disclosure statement and any other solicitation materials in respect of the Plan, which disclosure statement and other solicitation materials (collectively, the "**Solicitation Materials**") reflect the Repayment Terms, and have been approved by the Bankruptcy Court pursuant to section 1125 of the Bankruptcy Code on or before December 31, 2013, (iii) Aberdeen's agreement that it will honor and not alter, impair or otherwise negatively impact the Repayment Terms in connection with the pursuit of its restructuring efforts, whether such efforts are ultimately accomplished through the Chapter 11 Case, the Plan or otherwise, including but not limited to any consensual resolution reached with the holders of the CDD Claims (as such term is defined in the Plan), (iv) Aberdeen's agreement that, absent the express written consent of BBX, it is bound by the Repayment Terms even if (a) the Plan, as such may be amended from time to time, is not confirmed, or (b) the Chapter 11 Case is dismissed, voluntarily or involuntarily; and (v) the Plan providing that, notwithstanding anything to the contrary in the BBX Loan Documents,¹ Aberdeen of St. Johns, LLC will not be entitled to participate in the proceeds of the sale or transfer of any of the Aberdeen Woods Lots (collectively, the "**Conditions**").

Upon and subject to satisfaction of the Conditions, BBX agrees to and shall vote any and all of its claims, including any claims secured by the Aberdeen Woods Lots, in the Chapter 11 Case to accept the Plan by delivering its duly executed and completed ballot accepting such Plan on a timely basis following its actual receipt of the Solicitation Materials and accompanying ballot. In addition, subject to the satisfaction of the Conditions, BBX agrees that (i) it will not change or withdraw (or cause to be changed or withdrawn) such acceptance vote or ballot in connection with the Plan, (ii) it will not (1) object to, delay, impede or take any other action to interfere with acceptance or implementation of the Plan, and/or (2) propose, file, support or vote for any restructuring, workout, plan of arrangement or plan of reorganization for Aberdeen other than the Plan, (iii) it will appear and participate as a party in interest in any matter to be adjudicated in the Chapter 11 Case concerning Aberdeen, so long as such appearance and the positions advocated in connection therewith generally support any and all efforts by Aberdeen during the Chapter 11 Case and as long as such efforts are designed to further confirmation and consummation of the Plan; provided, however, that BBX shall be entitled to reimbursement for its reasonable costs and attorneys fees incurred in connection with such efforts, which fees and expenses shall be included in the Exit Financing and paid by the Exit Financing Lender regardless of whether the Plan is confirmed (BBX agrees to provide periodic updates on the amount of such fees and expenses incurred in connection herewith); (iv) it will not sell, transfer or otherwise dispose of its claims against Aberdeen prior to or during the pendency of the Chapter 11 Case unless such sale, transfer or other disposition is subject to the terms of this agreement, and (v) it will not take any action inconsistent with, or intended or likely to interfere with confirmation or consummation of, the Plan or the implementation of the Repayment Terms.

¹ All capitalized terms not otherwise defined herein shall have the meaning set forth in the Plan.

It is understood and agreed by the parties hereto that in the event of any breach by BBX, Aberdeen's sole and exclusive remedy is limited to specific performance and injunctive or other equitable relief without any entitlement whatsoever to money damages.

Notwithstanding anything to the contrary herein, nothing in this Agreement shall require BBX, or any of its members, to take any action, or to refrain from taking any action, that BBX determines in good faith, after consultation with counsel, is inconsistent with its or their fiduciary obligations under applicable law, provided however that BBX represents that it is not aware that compliance with the terms hereof is inconsistent with its or their fiduciary duty under applicable law.

If the above is acceptable to you, please confirm your agreement thereto by signing in the space provided below. Thank you for your cooperation in this matter.

Very truly yours,

ABERDEEN LAND II, LLC

By: Ed Wendler
Ed Wendler

Agreed and Accepted:

BBX CAPITAL ASSET MANAGEMENT, LLC

By: Andrew Meran
Name: Andrew Meran
Title: VP

ABERDEEN LEND, LLC

By: Brent B. Heath
Name: Brent B. Heath
Title: Vice President

EXHIBIT A

On the Effective Date of the Plan, BBX Capital Asset Management, LLC, as assignee of BankAtlantic, shall (i) retain all of its Prepetition mortgage liens and security interests, including but not limited to the Aberdeen Woods Lots and the priority of such liens as they exist on the Petition Date shall not be effected or otherwise impaired by the Plan, (ii) continue to accrue interest under the BBX Loan Documents from and after the Effective Date at the annual interest rate provided for therein, and (iii) release its mortgage lien and security interests on all of the Aberdeen Woods Lots upon payment by the Reorganized Debtor of the BBX Total Release Price (as defined below) provided that such payment is made on or before December 1, 2014, subject to the Option Termination (as defined below). Notwithstanding anything herein to the contrary, (i) BBX Capital Asset Management, LLC shall partially release its mortgage lien and security interests on Parcel A (as defined below) of the Aberdeen Woods Lots for the payment by the Reorganized Debtor of the BBX Parcel A Release Price provided that such payment is made on or before December 1, 2014, subject to the Option Termination (as defined below); and (ii) BBX Capital Asset Management, LLC shall partially release its mortgage lien and security interests on Parcels G2 and K (as defined below) of the Aberdeen Woods Lots for the payment by the Reorganized Debtor of the BBX Parcels G2 & K Release Price provided that such payment is made on or before December 1, 2014, subject to the Option Termination (as defined below).

Notwithstanding the foregoing, BBX Capital Asset Management, LLC shall have the right, at its sole option, anytime on or after June 1, 2014, to take title to those remaining Aberdeen Woods Lots not released in accordance with the terms hereof as of June 1, 2014 by and through the recording of the Escrowed Deed (as defined below)(the "Option Termination"). On the Effective Date, the Reorganized Debtor shall execute and deliver into escrow a deed transferring the Aberdeen Woods Lots to BBX Capital Asset Management, LLC or its designee ("*Escrowed Deed*"), which Escrowed Deed shall only be released from escrow and recorded either (a) from and after June 1, 2014 at the sole option of BBX Capital Asset Management, LLC, or (b) automatically on December 1, 2014 if the BBX Total Release Price has not been paid on or before such date, and shall only apply to those Aberdeen Woods Lots that were not, as of the date of such release from escrow, previously the subject of a partial release through the payment of either the BBX Parcel A Release Price or the BBX Parcels G2 & K Release Price as provided for herein. Any and all reasonable costs incurred by BBX Capital Asset Management, LLC in connection with the recording of the Escrowed Deed or the transfer of the Aberdeen Woods Lots shall be paid by the Debtor. Upon the exercise of the foregoing right by, and the release of Escrowed Deed to, BBX Capital Asset Management, LLC, the Debtor's right to retain the Aberdeen Woods Lots or any portion thereof by payment of the BBX Total Release Price, the BBX Parcel A Release Price or the BBX Parcels G2 & K Release Price shall terminate. The treatment of the claims of BBX Capital Asset Management, LLC as set forth above shall be in full and final satisfaction of any and all claims of BBX Capital Asset Management, LLC against Aberdeen without prejudice to any rights or claims BBX Capital Asset Management, LLC may have against third parties.

"BBX Total Release Price" shall mean \$2,600,000 on or before September 30, 2013, \$3,120,000 between October 1, 2013 and January 1, 2014, \$3,640,000 between January 1, 2014 and April 1, 2014 and \$4,160,000 from April 1, 2014 to December 1, 2014.

"BBX Parcel A Release Price" shall mean \$1,250,000 on or before September 30, 2013, \$1,500,000 between October 1, 2013 and January 1, 2014, \$1,750,000 between January 1, 2014 and April 1, 2014 and \$2,000,000 from April 1, 2014 to December 1, 2014.

"BBX Parcels G2 & K Release Price" shall mean \$1,350,000 on or before September 30, 2013, \$1,620,000 between October 1, 2013 and January 1, 2014, \$1,890,000 between January 1, 2014 and April 1, 2014 and \$2,160,000 from April 1, 2014 to December 1, 2014.

"Parcel A" shall mean those 125 lots of the Aberdeen Woods Lots located within Parcel A (as defined in the master plan for the Property).

"Parcels G2 & K" shall mean those 135 lots of the Aberdeen Woods Lots located within Parcels G2 and K (as defined in the master plan for the Property).

EXHIBIT 3
(DESCRIPTION OF THE ABERDEEN LOTS)

EXHIBIT 3**DESCRIPTION OF ABERDEEN LOTS**

Lot Size	Parcel Number	No. of Lots
53 ft. lots	Aberdeen Development – Phase II Residential Parcel #009810-0000, 009680-0010 (Parcel R2) 110 lots Parcel #009810-0000 (Parcel T) 43 lots Parcel #009810-0000, 009680-0010 (Parcel U) 35 lots Parcel #009810-0000 (Parcel W1) 41 lots Parcel #009810-0000, 009680-0010 (Parcel W2) 47 lots Parcel #009810-0010 (Parcel X) 62 lots Parcel #009810-0010 (Parcel Y) 36 lots Parcel #009810-0000 (Parcel Z) 25 lots Total: 399 Lots	
63 ft. lots	Aberdeen Development - Phase II Residential Parcel #009810-0000 (Parcel S2) 97 lots	
Townhouses	Aberdeen Lots- Phase II Residential Parcel #009810-0000 (Parcel BB) 156 units	
Total Lots & Multi-family		652

EXHIBIT 4
(DESCRIPTION OF THE ABERDEEN WOOD LOTS)

EXHIBIT 4**DESCRIPTION OF ABERDEEN WOOD LOTS**

Lot Size	Parcel Number	No. of Lots
73 ft. lots	Aberdeen Development -Phase II Residential	
	Parcel #009760-000	(Parcel G2) 53 lots
	Parcel #009760-0000	(Parcel K) 82 lots
	Total: 135 Lots	
80 ft. lots	Aberdeen Development - Phase II Residential	
	Parcel #009680-0040	(Parcel A) 125 lots
Total Lots	260	

EXHIBIT 5
(FINANCIAL PROJECTIONS)

Aberdeen Land II, LLC
Case No. - 3:13-bk-04103-JAF
United States Bankruptcy Court
Middle District of Florida
Jacksonville Division

Aberdeen Land II, LLC - Financial Projections for Plan of Reorganization

Year Count	0	1	2	3	4	5	Total
Year	2013	2014	2015	2016	2017	2018	
Gross Sales Revenue							
EXHIBIT 3.1							
EXHIBIT 3.2	\$0	\$0	\$10,560,084	\$13,167,598	\$12,180,086	\$12,518,837	\$48,426,605
Plus: Builder Portion of 2006-1 Bond	\$0	\$0	\$1,046,876	\$1,388,488	\$1,267,271	\$1,322,370	\$5,025,004
Plus: Builder Interest	\$0	\$0	\$369,603	\$460,866	\$426,303	\$438,159	\$1,694,931
Plus: Builder Tax Proration	\$0	\$0	\$1,938	\$102,170	\$94,508	\$97,136	\$375,752
Less : Closings Costs	\$0	\$0	(\$105,601)	(\$131,676)	(\$121,801)	(\$125,188)	(\$484,266)
NOTE 1							
NOTE 2	\$0	\$0	(\$105,601)	(\$131,676)	(\$121,801)	(\$125,188)	(\$484,266)
Less: Release Price-Aberdeen Land	\$0	\$0	(\$422,500)	(\$413,050)	(\$265,000)	(\$262,350)	(\$1,362,900)
EXHIBIT 3.4							
Net Cash From Lot Sales	\$0	\$0	\$11,424,799	\$14,442,720	\$13,459,566	\$13,863,775	\$53,190,860
Commercial Tract Sale							\$600,000
Office Tract Sale							\$400,000
NOTE 3							\$600,000
NOTE 4							\$400,000
Total Cash In	\$0	\$0	\$11,424,799	\$14,442,720	\$13,459,566	\$14,863,775	\$54,190,860
Cash Outflows							
Lot Development Costs	\$0	\$6,038,754	\$6,855,722	\$5,711,734	\$5,711,559	\$0	\$24,317,769
Misc. Expenses	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$150,000
Real Estate Taxes:							
Raw Land							
Lots	\$0	\$212,292	\$168,064	\$109,405	\$55,866	\$0	\$545,627
EXHIBIT 3.3							
EXHIBIT 3.3	\$0	\$0	\$163,876	\$204,340	\$189,015	\$194,272	\$751,503
EXHIBIT 3.5	\$348,636	\$348,636	\$348,636	\$263,462	\$165,664	\$81,415	\$1,556,449
CDD Current O&M Payments							
CDD Bond Assessments:							
2006-1 Bond Interest Payments.	\$0	\$0	\$250,072	\$190,628	\$119,323	\$52,068	\$612,092
EXHIBIT 3.2							
EXHIBIT 3.2	\$0	\$0	\$1,046,876	\$1,388,488	\$1,267,271	\$1,322,370	\$5,025,004
2006-1 Bond Principal Payments	\$0	\$0	\$1,698,295	\$1,238,407	\$737,277	\$249,090	\$3,923,069
EXHIBIT 3.6							
2005-A Annual Assessment	\$0	\$0	\$755,550	\$907,787	\$817,335	\$777,259	\$3,257,931
EXHIBIT 3.7							
2005-A Bond Pass through to CDD							
Effective Date Payments:							
BBX Loan Pay Off	\$3,120,000						\$3,120,000
NOTE 6							
Property Taxes - Past Due	\$409,981						\$409,981
NOTE 7							
O&M Past Due Assessments	\$1,216,063						\$1,216,063
NOTE 8							
EXHIBIT 3.8	\$326,251						\$326,251
NOTE 9							
Payment to Unsecured Creditors	\$400,000						\$400,000
Total Operating Cash Outflows	\$5,445,931	\$7,024,682	\$11,312,091	\$10,039,252	\$9,088,310	\$2,701,474	\$45,611,740
Net Cash Flow from Operations	(\$5,445,931)	(\$7,024,682)	\$112,707	\$4,403,468	\$4,371,257	\$12,162,301	\$8,579,120
Reorganization Costs							
U.S. Trustee Fees	\$19,500	\$26,000	\$35,750	\$39,000	\$39,000	\$24,375	\$183,625
EXHIBIT 3.9							
Professional Fees							
NOTE 10							
Exit Financing Interest Expense	\$140,139	\$468,252	\$671,078	\$591,610	\$398,956	\$150,312	\$2,420,347
NOTE 11							
Total Reorganization Costs	\$159,639	\$494,252	\$706,828	\$630,610	\$437,956	\$174,687	\$2,603,972
Net Cash Flow	(\$5,605,570)	(\$7,518,934)	(\$594,121)	\$3,772,858	\$3,933,301	\$11,987,615	\$5,975,148
Cumulative Net Cash Flow	(\$5,605,570)	(\$13,124,504)	(\$13,718,625)	(\$9,945,767)	(\$6,012,466)	\$5,975,148	\$5,975,148

Aberdeen Land II, LLC - Financial Projections for Plan of Reorganization

Year Count Year	0 2013	1 2014	2 2015	3 2016	4 2017	5 2018	Total
Beginning Cash							
Net Cash Flow							
Subtotal	(\$5,605,570)	(\$7,518,934)	(\$594,121)	\$3,772,858	\$3,933,301	\$11,987,615	\$5,975,148
Funding (to) from Aberdeen Land, LLC	(\$5,605,570)	(\$7,518,934)	(\$594,121)	\$3,772,858	\$3,933,301	\$11,987,615	\$5,975,148
Ending Cash	\$5,605,570	\$7,518,934	\$594,121	(\$3,772,858)	(\$3,933,301)	(\$6,012,466)	\$0
	\$0	\$0	\$0	\$0	\$0	\$5,975,148	\$5,975,148
Exit Facility - Aberdeen Land, LLC							
Beginning Balance							
Draws	\$0	\$5,605,570	\$13,124,504	\$13,718,625	\$9,945,767	\$8,012,466	\$0
Paydowns	\$5,605,570	\$7,518,934	\$594,121	\$0	\$0	\$0	\$13,718,625
Ending Balance	\$0	\$0	\$0	(\$3,772,858)	(\$3,933,301)	(\$6,012,466)	(\$13,718,625)
	\$5,605,570	\$13,124,504	\$13,718,625	\$9,945,767	\$5,012,466	\$0	\$0

Notes:

Financial Projection and related exhibits reflect November 1, 2013 Effective Date and May 1, 2015 as date of first lot sales.

NOTE 1: Closing Costs:	1% of Gross Sales Price based on Debtor's historical actual experience.						
NOTE 2: Sales Management Fee:	1% of Gross Sales Price based on Debtor's historical actual experience.						
NOTE 3: Commercial Square Footage	60,000 Aberdeen buildable square footage per CDD O&M assessment.						
Selling Price per Square Ft.	Conservative estimate based upon CBRE's current listings of commercial property in the Jacksonville area.						
NOTE 4: Office Square Footage	40,000 Aberdeen buildable square footage per CDD O&M assessment.						
Selling Price per Square Ft.	Conservative estimate based upon CBRE's current listings of commercial property in the Jacksonville area.						
NOTE 5: Miscellaneous Expense	is provided as a contingency for unforeseen disbursements.						
NOTE 6: BBX paydown	is pursuant to letter agreement with BBX dated July 1, 2013 and the Plan of Reorganization.						
NOTE 7: Per Proof of Claim filed by St. John's Tax Collector on 7/10/13.							
NOTE 8: Per CDD assessment notices.							
NOTE 9: The total amount of allowed unsecured claims is unknown at this time. Debtor has provided a conservative estimate which is believed to be sufficient to cover any allowed unsecured claims that arise between now and the claims bar date.							
NOTE 10: To the extent that professional fees are incurred they will be funded from Aberdeen Land II, LLC available cash and/or by Aberdeen Land, LLC.							
NOTE 11: Exit financing to be provided by Aberdeen Land, LLC - interest per annum @ 5%							

Aberdeen Land II, LLC - Lot Sales and Development Cost Projections

Year Count			0	1	2	3	4	5	Total
Year			2013	2014	2015	2016	2017	2018	
Lot Sales		Initial Inventory	0	0	190	252	230	240	912
53 Foot Lots		399	0	0	100	100	100	99	399
63 Foot Lots		97	0	0	50	47	0	0	97
73 Foot Lots		135	0	0	20	35	45	35	135
80 Foot Lots		125	0	0	20	30	35	40	125
Multifamily Lots		156	0	0	0	40	50	66	156
Cumulative Lots Sold									
Lots Remaining		912	912	912	722	470	240	0	
Lot Sales Prices		Initial Sales Price per Lot							
53 Foot Lots		\$45,000	\$0	\$0	\$49,500	\$51,750	\$54,000	\$56,251	
63 Foot Lots		\$50,000	\$0	\$0	\$55,000	\$57,500	\$0	\$0	
73 Foot Lots		\$60,000	\$0	\$0	\$66,000	\$69,000	\$72,000	\$75,001	
80 Foot Lots		\$70,000	\$0	\$0	\$77,000	\$80,500	\$84,000	\$87,500	
Multifamily Lots		\$10,000	\$0	\$0	\$0	\$11,500	\$12,000	\$12,500	
Annual Lot Selling Price Increase		5.0%							
Per Lot Development Costs	NOTE 1	Initial Development Cost per Lot							
53 Foot Lots		\$29,052	\$29,052	\$29,052	\$29,924	\$30,821	\$31,746	\$32,698	
63 Foot Lots		\$34,533	\$34,533	\$34,533	\$35,569	\$36,636	\$37,735	\$38,867	
73 Foot Lots		\$26,625	\$26,625	\$26,625	\$27,424	\$28,246	\$29,094	\$29,967	
80 Foot Lots		\$29,178	\$29,178	\$29,178	\$30,053	\$30,955	\$31,884	\$32,840	
Multifamily Lots	NOTE 2	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Annual Dev. Cost Inflation Factor	NOTE 3	3.0%							
Lot Sales in Dollars									
53 Foot Lots			\$0	\$0	\$4,950,044	\$5,175,046	\$5,400,048	\$5,566,800	\$21,093,938
63 Foot Lots			\$0	\$0	\$2,750,022	\$2,702,522	\$0	\$0	\$5,452,544
73 Foot Lots			\$0	\$0	\$1,320,009	\$2,415,016	\$3,240,022	\$2,625,018	\$9,600,064
80 Foot Lots			\$0	\$0	\$1,540,009	\$2,415,014	\$2,940,017	\$3,500,020	\$10,395,059
Multifamily Lots			\$0	\$0	\$0	\$460,000	\$600,000	\$825,000	\$1,885,000
Total Gross Lot Sales Revenue			\$0	\$0	\$10,560,084	\$13,167,598	\$12,180,086	\$12,518,837	\$48,426,605

Aberdeen Land II, LLC
Case No. - 3:13-bk-04103-JAF
United States Bankruptcy Court
Middle District of Florida
Jacksonville Division

Aberdeen Land II, LLC - Lot Sales and Development Cost Projections

Year Count				0	1	2	3	4	5	Total
Year				2013	2014	2015	2016	2017	2018	
Lot Development Costs										
53 Foot Lots				\$0	\$2,992,356	\$3,082,127	\$3,174,590	\$3,237,130	\$0	\$12,486,203
63 Foot Lots				\$0	\$1,778,450	\$1,721,895	\$0	\$0	\$0	\$3,500,344
73 Foot Lots				\$0	\$548,475	\$988,626	\$1,309,224	\$1,048,834	\$0	\$3,895,158
80 Foot Lots				\$0	\$501,067	\$928,648	\$1,115,926	\$1,313,604	\$0	\$3,959,244
Multifamily Lots				\$0	\$0	\$0	\$0	\$0	\$0	\$0
Subtotal				\$0	\$5,920,347	\$6,721,296	\$5,599,740	\$5,599,567	\$0	\$23,840,950
Construction Management Fee as % of Development Costs			NOTE 4	\$0	\$118,407	\$134,426	\$111,995	\$111,991	\$0	\$476,819
Total Development Costs				\$0	\$6,038,754	\$6,855,722	\$5,711,734	\$5,711,559	\$0	\$24,317,769

Financial Projection and related exhibits reflect November 1, 2013 Effective Date and May 1, 2015 as date of first lot sales.

NOTE 1: Assumes that lots are developed one year in advance of sale. Development costs include: all labor, material and equipment to clear, fill, grade, install utilities and storm drain, construct asphalt pavement and all construction survey layout and construction materials testing.

NOTE 2: Multifamily lot sales price assumptions contemplate that builder will fund lot development costs on the Multifamily lots.

NOTE 3: Initial lot development costs are increased annually based on inflation factor.

NOTE 4: Based on Debtor's historical actual experience.

Aberdeen Land II, LLC
Case No. - 3:13-bk-04103-JAF
United States Bankruptcy Court
Middle District of Florida
Jacksonville Division

CDD Bond 2006-1 Obligations

Debt Service 2006-1		NOTE 1	Coupon Rate		5.25%	Debtor's Allocation		
			Principal	Interest	Total	% of Total:	Principal	Interest
						47.1%		
						EXHIBIT 3.11		
						Total		
	05/01/10			\$214,462	\$214,462		\$101,055	\$101,055
	11/01/10			\$214,462	\$214,462		\$101,055	\$101,055
	05/01/11			\$214,462	\$214,462		\$101,055	\$101,055
	11/01/11			\$214,462	\$214,462		\$101,055	\$101,055
	05/01/12			\$214,462	\$214,462		\$101,055	\$101,055
	11/01/12			\$214,462	\$214,462		\$101,055	\$101,055
	05/01/13			\$214,462	\$214,462		\$101,055	\$101,055
	11/01/13			\$214,462	\$214,462		\$101,055	\$101,055
Principal (Maturity 11/1/16)			\$8,170,000				\$3,849,733	
Add Past Due Interest to Principal on Effective Date		NOTE 2	\$1,715,692				\$808,440	\$808,440
New Principal Balance on Effective Date							\$4,658,173	
	05/01/14						\$122,277	\$122,277
	11/01/14						\$122,277	\$122,277
	05/01/15						\$122,277	\$122,277
Capitalize Interest From Effective Date through the date of first lot sale							\$366,831	\$366,831
New Principal Balance on Date of First Lot Sale							\$5,025,004	
Total Lots		EXHIBIT 3.1	912					
Principal/Impact fee per lot		NOTE 4	\$5,510					
Projected Paydown based on lot absorption:								
		Principal Payment Calculation		Principal & Interest Payments				
		Lot Sales	Principal per lot (Impact fee)	Principal Pymt.	Begin Prin. Bal.	Principal Pymt. (Impact fee)	Interest	Total
Payment Date		EXHIBIT 3.1						
11/01/13		0	\$5,510	\$0	\$5,025,004	\$0	\$0	\$0
05/01/14		0	\$5,510	\$0	\$5,025,004	\$0	\$0	\$0
11/01/14		0	\$5,510	\$0	\$5,025,004	\$0	\$0	\$0
04/15/15		95	\$5,510	\$523,438	\$5,025,004	\$523,438	\$131,905	\$655,344
10/15/15		95	\$5,510	\$523,438	\$4,501,566	\$523,438	\$118,166	\$641,604
04/15/16		128	\$5,510	\$694,244	\$3,978,128	\$694,244	\$104,426	\$798,670
10/15/16		126	\$5,510	\$694,244	\$3,263,884	\$694,244	\$86,202	\$780,446
04/15/17		115	\$5,510	\$633,635	\$2,569,640	\$633,635	\$57,978	\$701,613
10/15/17		115	\$5,510	\$633,635	\$1,956,005	\$633,635	\$51,345	\$684,981
04/15/18		120	\$5,510	\$661,185	\$1,322,370	\$661,185	\$34,712	\$695,897
10/15/18		120	\$5,510	\$661,185	\$661,185	\$661,185	\$17,356	\$678,541
		912		\$5,025,004			\$612,092	\$5,637,096

Aberdeen Land II, LLC

Case No. - 3:13-bk-04103-JAF

United States Bankruptcy Court

Middle District of Florida

Jacksonville Division

CDD Bond 2006-1 Obligations

Payment Date	Principal Payment Calculation		Principal & Interest Payments		
	Lot Sales EXHIBIT 3.1	Principal per lot (impact fee)	Principal Pymt. (impact fee)	Begin Prin. Bal	Total
Annual Totals					
2013	0	\$5,510	\$0	\$0	\$0
2014	0	\$5,510	\$0	\$0	\$0
2015	190	\$5,510	\$1,046,876	\$1,046,876	\$1,296,948
2016	252	\$5,510	\$1,388,488	\$1,388,488	\$1,579,116
2017	230	\$5,510	\$1,267,271	\$1,267,271	\$1,386,594
2018	240	\$5,510	\$1,322,370	\$1,322,370	\$1,374,438
	912		\$5,025,004	\$612,092	\$5,637,096

Financial Projection and related exhibits reflect November 1, 2013 Effective Date and May 1, 2015 as date of first lot sales.				
NOTE 1: Per 12/1/06 Aberdeen CDD Bond Offering Statement				
NOTE 2: Interest from Inception through the Effective Date of the POR will be added to the principal balance.				
NOTE 3: Interest from the Effective Date through the date of the first lot sale will be added to the principal balance.				
NOTE 4: The 2006-1 Bonds are retired by the payment of an impact fee on each lot. These fees are passed on to the builder who pays them at the issuance of a building permit.				

Aberdeen Land II, LLC - Real Estate Taxes, Builder Tax & Interest Prorations

Year Count	0	1	2	3	4	5	Total
Year	2013	2014	2015	2016	2017	2018	
Lot Inventory and Sales:							
Beginning Lots	912	912	912	722	470	240	912
Sales	0	0	(190)	(252)	(230)	(240)	(912)
Ending Lots	912	912	722	470	240	0	0
Lot Sales in Dollars	\$0	\$0	\$10,560,084	\$13,167,598	\$12,180,086	\$12,518,837	\$48,426,605
R.E. Tax on Undeveloped Lots:							
# Undeveloped Lots at Year End		912	722	470	240	0	
Value per Undeveloped Lot		\$15,000	\$15,000	\$15,000	\$15,000	\$15,000	
		\$13,680,000	\$10,830,000	\$7,050,000	\$3,600,000	\$0	
Divide by 1,000 to apply Millage Rate		1,000	1,000	1,000	1,000	1,000	
		\$13,680	\$10,830	\$7,050	\$3,600	\$0	
Millage Rate		\$15.5184	\$15.5184	\$15.5184	\$15.5184	\$15.5184	
R.E. Tax on Undeveloped Lots		\$212,292	\$188,064	\$109,405	\$55,868	\$0	\$545,627
R.E. Tax on Developed Lots:							
# Lots Developed & Sold During Year	0	0	180	252	230	240	912
Value of Developed Lots	\$0	\$0	\$10,560,084	\$13,167,598	\$12,180,086	\$12,518,837	\$48,426,605
Divide by 1,000 to apply Millage Rate		1,000	1,000	1,000	1,000	1,000	
		\$0	\$10,560	\$13,168	\$12,180	\$12,519	
Millage Rate		\$15.5184	\$15.5184	\$15.5184	\$15.5184	\$15.5184	
R.E. Tax on Developed Lots		\$0	\$163,876	\$204,340	\$189,015	\$194,272	\$751,503
Builder Tax Proration on Lots Developed & Sold:							
NOTE 4	\$0	\$0	\$81,638	\$102,170	\$94,508	\$97,136	\$375,752
Builder Interest on Lots Developed:							
Lot Sales in Dollars	\$0	\$0	\$10,560,084	\$13,167,598	\$12,180,086	\$12,518,837	\$48,426,605
Lots Held by Builder for 1/2 Year			50%	50%	50%	50%	
Lot Value for 1/2 Year	\$0	\$0	\$5,280,042	\$6,583,799	\$6,090,043	\$6,259,419	
Interest Rate			7%	7%	7%	7%	
Builder Interest on Lots Developed	\$0	\$0	\$369,603	\$460,868	\$426,303	\$438,159	\$1,694,931

Financial Projection and related exhibits reflect November 1, 2013 Effective Date and May 1, 2015 as date of first lot sales.

NOTE 1: The assessed value per undeveloped lot was estimated based upon the assessed value per the 2012 tax bill.

NOTE 2: The Millage Rate is per the 2012 tax bill.

NOTE 3: The assessed value of the developed lots is assumed to equal the sales value of those lots.

NOTE 4: R.E. taxes for developed lots are included in costs as though they will be held for the entire year; however, as the lots are sold the builder will pay a prorated portion of R.E. taxes for the year. This projection assumes that lots will be sold evenly throughout the year; so, the builder proration is calculated at 50% of lots developed and sold throughout the year. This offset to cost is included in revenue.

NOTE 5: The lots will be sold to builders on an "option contract". The builder will be required to buy a fixed number of lots per quarter. When each lot is purchased the builder will pay interest on the purchase price from the date of the option to the date of closing.

Aberdeen Land II, LLC

Case No. - 3:13-bk-04103-JAF
United States Bankruptcy Court
Middle District of Florida
Jacksonville Division

Aberdeen Lend, LLC Loan Repayment

Past Due Principal & Interest	NOTE 1	\$4,203,096							
		Front Footage per Lot	# of Lots	Total Front Footage	Payment per F.F. per POR	Total Payments	Payment per Lot		
53' Lots	EXHIBIT 3.1	53	399	21,147	\$50	\$1,057,350	\$2,650		
63' Lots	EXHIBIT 3.1	63	97	6,111	\$50	\$305,550	\$3,150		
Total Lots:			496	27,258		\$1,362,900			
Projected Paydown based on lot absorption:									

Payments Based on Projected Lot Sales

Dates	53' Lot Sales EXHIBIT 3.1	Payment per		53' Lots Payments	63' Lot Sales EXHIBIT 3.1	Payment per		63' Lots Payments	Total Lot	
		lot sold				lot sold			Payments	
2013	0	\$2,650		\$0	0	\$3,150		\$0		\$0
2014	0	\$2,650		\$0	0	\$3,150		\$0		\$0
2015	100	\$2,650		\$265,000	50	\$3,150		\$157,500		\$422,500
2016	100	\$2,650		\$265,000	47	\$3,150		\$148,050		\$413,050
2017	100	\$2,650		\$265,000	0	\$3,150		\$0		\$265,000
2018	99	\$2,650		\$262,350	0	\$3,150		\$0		\$262,350
	399			\$1,057,350	97			\$305,550		\$1,362,900

Financial Projection and related exhibits reflect November 1, 2013 Effective Date and May 1, 2015 as date of first lot sales.

NOTE 1: Past due principal and interest as of July 19, 2013 per Aberdeen Lend, LLC amortization table. Per POR, Aberdeen Lend will accept \$50 per front foot (F.F.) of lots sold in full payment of this obligation.

Aberdeen Land II, LLC
Case No. - 3:13-bk-04103-JAF
United States Bankruptcy Court
Middle District of Florida
Jacksonville Division

Aberdeen Land II, LLC - Operations & Maintenance Assessments

Year Count Year			0	1	2	3	4	5	Total
			2013	2014	2015	2016	2017	2018	
Lot Sales		Initial Inventory							
53 Foot Lots	EXHIBIT 3.1	399	0	0	190	252	230	240	912
63 Foot Lots		97	0	0	100	100	100	99	399
73 Foot Lots		135	0	0	50	47	0	0	97
80 Foot Lots		125	0	0	20	35	45	35	135
Multifamily Lots		156	0	0	20	30	35	40	125
Cumulative Lots Sold			0	0	0	40	50	66	156
Lots Remaining		912	912	912	722	442	672	912	
Cumulative Lot Sales									
53 Foot Lots		399	0	0	100	200	300	399	
63 Foot Lots		97	0	0	50	97	97	97	
73 Foot Lots		135	0	0	20	55	100	135	
80 Foot Lots		125	0	0	20	50	85	125	
Multifamily Lots		156	0	0	0	40	90	156	
Cumulative Lots Sold		912	0	0	190	442	672	912	
Lots Remaining at End of Year									
53 Foot Lots		399	399	399	299	199	99	0	
63 Foot Lots		97	97	97	47	0	0	0	
73 Foot Lots		135	135	135	115	80	35	0	
80 Foot Lots		125	125	125	105	75	40	0	
Multifamily Lots		156	156	156	156	116	66	0	
Cumulative Lots Sold		912	912	912	722	470	240	0	
Total Front Footage at End of Year									
53 Foot Lots		21,147	21,147	21,147	15,847	10,547	5,247	0	
63 Foot Lots		6,111	6,111	6,111	2,961	0	0	0	
73 Foot Lots		9,855	9,855	9,855	8,395	5,840	2,555	0	
80 Foot Lots		10,000	10,000	10,000	8,400	6,000	3,200	0	
Multifamily Lots									
Total Front Footage at End of Year		47,113	47,113	47,113	35,603	22,387	11,002	0	
Annual O&M Assessment:									
Annual O&M Assessment per F.F.	NOTE 1	\$7.40							
53 Foot Lots		156,488	156,488	156,488	117,268		78,048	38,828	\$703,507
63 Foot Lots		45,221	45,221	45,221	21,911		0	0	\$157,576
73 Foot Lots		72,927	72,927	72,927	62,123		43,216	18,907	\$343,027
80 Foot Lots		74,000	74,000	74,000	62,160		44,400	23,680	\$352,240
Multifamily Lots		0	0	0	0		0	0	\$0
Total Annual O&M Assessment		\$348,636	\$348,636	\$348,636	\$263,462		\$165,664	\$61,415	1,556,449

Financial Projection and related exhibits reflect November 1, 2013 Effective Date and May 1, 2015 as date of first lot sales.

NOTE 1: Per Fiscal Year 2013 actual and 2014 proposed assessments from the CDD.

CDD 2005-A Bond - Allocation of Annual Future Assessments to Aberdeen Land II, LLC and Builders/Home Buyers

	FROM EXHIBIT 3.6(A)																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																										
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CDD 2005-A Bond - Allocation of Annual Future Assessments to Aberdeen Land II, LLC and Builders/Home Buyers

FROM EXHIBIT 3.6(A)									
Total Bond Issue Allocated to Aberdeen Lots				Beg. # of					
Principal	Principal Payment	Interest	Total Assessment	Coupon Rate:	Aberdeen Lots:				
				5.50%	912				
					Assessment per Lot	Aberdeen Average Lots During Year	Builder/Home Owners' Lots	Aberdeen Assessment	Builder/Home Owners' Assessments
									Total Assessment
10/15/2030	\$9,583,860	\$0	\$263,006						
2030		\$1,314,682	\$562,166		\$2,058	0	912	\$0	\$1,876,849
4/15/2031	\$9,583,860	\$1,386,990	\$263,006						
10/15/2031	\$8,176,870	\$0	\$224,864						
2031		\$1,386,990	\$487,870		\$2,056	0	912	\$0	\$1,874,860
4/15/2032	\$8,176,870	\$1,464,188	\$224,864						
10/15/2032	\$6,712,682	\$0	\$184,599						
2032		\$1,464,188	\$409,463		\$2,054	0	912	\$0	\$1,873,651
4/15/2033	\$6,712,682	\$1,544,718	\$184,599						
10/15/2033	\$5,167,964	\$0	\$142,119						
2033		\$1,544,718	\$326,718		\$2,052	0	912	\$0	\$1,871,436
4/15/2034	\$5,167,964	\$1,629,678	\$142,119						
10/15/2034	\$3,538,286	\$0	\$97,303						
2034		\$1,629,678	\$239,422		\$2,049	0	912	\$0	\$1,869,100
4/15/2035	\$3,538,286	\$1,719,310	\$97,303						
10/15/2035	\$1,818,976	\$0	\$50,022						
2035		\$1,719,310	\$147,325		\$2,047	0	912	\$0	\$1,866,635
4/15/2036	\$1,818,976	\$1,818,976	\$50,022						
2036		\$1,818,976	\$50,022		\$2,049	0	912	\$0	\$1,868,998
TOTALS		\$24,067,775	\$17,356,611		\$41,424,386			\$3,923,069	\$37,501,317

Financial Projection and related exhibits reflect November 1, 2013 Effective Date and May 1, 2015 as date of first lot sales.

NOTE 1: Per 10/1/05 Aberdeen CDD Bond Offering Statement

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Aberdeen Land II, LLC - CDD Bond 2005 - Buy Downs Based on Lot Sales

Year Count Year			0 2013	1 2014	2 2015	3 2016	4 2017	5 2018	Total
Lot Sales		Initial Inventory	0	0	190	252	230	240	912
53 Foot Lots		399	0	0	100	100	100	99	399
63 Foot Lots		97	0	0	50	47	0	0	97
73 Foot Lots		135	0	0	20	35	45	35	135
80 Foot Lots		125	0	0	20	30	35	40	125
Multifamily Lots		156	0	0	0	40	50	66	156
Cumulative Lots Sold			0	0	190	442	672	912	
Lots Remaining		912	912	912	722	470	240	0	
Buy Down Amounts	NOTE 1	Buy Down per Lot							
53 Foot Lots		\$3,179	\$0	\$0	\$317,900	\$317,900	\$317,900	\$314,721	\$1,268,421
63 Foot Lots		\$3,971	\$0	\$0	\$198,550	\$196,637	\$0	\$0	\$385,187
73 Foot Lots		\$6,736	\$0	\$0	\$134,720	\$235,760	\$303,120	\$236,760	\$909,360
80 Foot Lots		\$5,219	\$0	\$0	\$104,380	\$156,570	\$182,665	\$208,760	\$652,375
Multifamily Lots		\$273	\$0	\$0	\$0	\$10,920	\$13,650	\$18,018	\$42,588
			\$0	\$0	\$755,550	\$907,787	\$817,335	\$777,259	\$3,257,931

Financial Projection and related exhibits reflect November 1, 2013 Effective Date and May 1, 2015 as date of first lot sales.

NOTE 1: This is a CDD bond prepayment made by Debtor to the CDD. Lot sales price assumptions contemplated that these prepayments would be made by the Debtor.

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CDD Bond 2006-2 Obligations

Debt Service 2006-2	NOTE 1	Total Bond Issue		Total	Debtor's Allocation		
		Principal	Interest		% of Total:	47.1% Interest	EXHIBIT 3.10 Total
	05/01/07		\$12,499	\$12,499		\$5,889	\$5,889
	11/01/07		\$14,987	\$14,987		\$7,062	\$7,062
	05/01/08		\$14,987	\$14,987		\$7,062	\$7,062
	11/01/08		\$14,987	\$14,987		\$7,062	\$7,062
	05/01/09		\$14,987	\$14,987		\$7,062	\$7,062
	11/01/09		\$14,987	\$14,987		\$7,062	\$7,062
	05/01/10		\$14,987	\$14,987		\$7,062	\$7,062
	11/01/10		\$14,987	\$14,987		\$7,062	\$7,062
	05/01/11		\$14,987	\$14,987		\$7,062	\$7,062
	11/01/11	\$545,000	\$14,987	\$559,987		\$7,062	\$263,868
Total Payment on Effective Date	NOTE 2	\$545,000	\$147,377	\$692,377		\$256,806	\$326,251

Financial Projection and related exhibits reflect November 1, 2013 Effective Date and May 1, 2015 as date of first lot sales.

NOTE 1: Per 12/1/06 Aberdeen CDD Bond Offering Statement

NOTE 2: Debtor's allocable portion of principal and interest will be paid in full on the Effective Date of the POR.

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Quarterly U.S. Trustee Fees

[illegible]

Financial Projection and related exhibits reflect November 1, 2013 Effective Date and May 1, 2015 as date of first lot sales.

NOTE 1: Pursuant to 28 U.S.C. § 1930(a)(6), the debtor is required to pay a quarterly fee to the United States Trustee for all chapter 11 cases until the case is converted or dismissed, whichever occurs first. The fee is due on the last day of the calendar month following the calendar quarter for which the fee is owed, starting with the quarter in which the case commenced. Interest will be charged on unpaid quarterly fees, pursuant to 31 U.S.C. § 3717.

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Allocation of Bond Par Values to Aberdeen Land II, LLC Parcels

[illegible]

Calculation of Allocation to Aberdeen Land II, LLC is Based on Above Detail from the Aberdeen CDD Disclosure

Allocate Par Value to Aberdeen based on Units Multiplied by Par Value per Unit:					
Lot Type	Front Feet	Volume	2005 Par	2006-1	2006-2
Single-family units	53	399	\$7,341,600	\$1,723,614	\$114,978
Single-family units	63	97	\$2,121,584	\$419,024	\$27,952
Single-family units	73	135	\$3,421,305	\$583,178	\$38,902
Single-family units	80	125	\$3,471,625	\$539,979	\$36,021
Multifamily Units	30	156	\$1,435,200	\$403,050	\$26,886
Commercial sqft	42,000	21	\$386,400	\$108,533	\$7,240
Office sqft	28,000	14	\$257,600	\$72,355	\$4,827
Par Value Allocated to Aberdeen Land II			\$18,435,314	\$3,849,733	\$256,806
Percent of Aberdeen Par to Total Par			47.6%	47.1%	47.1%
Total Par			\$38,765,000	\$8,170,000	\$545,000
			100.0%	100.0%	100.0%