

**UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF COLORADO**

In re:)	
)	
AIRPARK VILLAGE, LLC,)	Case No. 11-12790 SBB
)	Chapter 11
Debtor.)	

**PLAN OF REORGANIZATION
DATED MAY 17, 2011**

Airpark Village, LLC, Debtor and Debtor-in-Possession hereby proposes, pursuant to Chapter 11, Title 11 of the United States Code, the following Plan of Reorganization.

**ARTICLE I
INTRODUCTION**

Airpark Village, LLC (“Airpark” or “Debtor”) is a Colorado limited liability company. The Debtor maintains its principal offices in Aurora, Colorado. The Debtor owns approximately 152 acres of real property in Fort Collins, Colorado commonly known by street and number as 2200 Airway Avenue, Fort Collins, Colorado 80524 (the “Project”). The Project consists of several airplane hangers, a former airline terminal, several outbuildings as well as runways and taxiways. The Project is the former downtown airport in Fort Collins, Colorado. Airport operations ceased many years prior to the bankruptcy filing. Most, if not all, of the buildings on the Project are presently leased, including the airplane hangers and terminal building.

This Plan provides for the reorganization of the Debtor under Chapter 11 of the Bankruptcy Code. Pursuant to the Plan, Airpark shall restructure its debts and obligations through new financing, or provide for an orderly sale by auction of the Project, and/or various tracts of property that comprise the Project no later than November 1, 2011. A more complete history of the Debtor, its operations, an explanation of this Plan, and a description of the Debtor's financial condition and future business activity is contained in the Disclosure Statement which accompanies this Plan. Reference should be made to the Disclosure Statement by all creditors and parties who intend to cast a ballot for or against this Plan.

ARTICLE II

DEFINITIONS

2.1 - Administrative Claim shall mean a Claim for payment of an administrative expense of a kind specified in 11 U.S.C. §§ 503(b) or 1114(e)(2) and entitled to priority pursuant to 11 U.S.C. § 507(a)(2) including, but not limited to: (a) the actual, necessary costs and expenses, incurred after the Petition Date, of preserving the estate and operating the business of the Debtor, including wages, salaries, or commissions for services rendered after the commencement of the Chapter 11 Case; (b) Professional Fee Claims; (c) all fees and charges assessed against the estates under 28 U.S.C. § 1930; and (d) all Allowed Claims that are entitled to be treated as Administrative Claims pursuant to a Final Order of the Bankruptcy Court under 11 U.S.C. § 546(c)(2)(A).

2.2 - Allowed Claim shall mean a claim in respect of which a Proof of Claim has been filed with the Court within the applicable time period of limitation fixed by Court Order in this case or scheduled in the list of creditors prepared and filed with the Court pursuant to Fed.R.Bankr.P. 1007(b) and not listed as disputed, contingent or unliquidated as to amount, in either case as to which no timely objection to the allowance thereof has been filed pursuant to Fed.R.Bankr.P. 3001 and 3007 or as to which any such objection has been determined by a Final Order.

2.3 - Allowed Secured Claim shall mean an allowed claim secured by a lien, security interest or other charge against or interest in property in which the Debtor has an interest, or which is subject to setoff under 11 U.S.C. § 553, to the extent the value (determined in accordance with 11 U.S.C. § 506(a)) of the interest of the holder of any such allowed claim and the Debtor's interest in such property or to the extent of the amount subject to such setoff as the case may be.

2.4 - Avoidance Actions means the Debtor's estate's interest in any and all Claims, rights and causes of action which have been or may be commenced by or on behalf of the Debtor to avoid and recover any transfers of property determined to be preferential, fraudulent or otherwise avoidable pursuant to 11 U.S.C. §§ 544, 545, 547, 548, 549, 550, 551, or 553, or under any other applicable law, or otherwise subject to equitable subordination under 11 U.S.C. § 510, regardless of whether or not such actions have been commenced prior to the Effective Date.

2.5 - Bank shall mean Mile High Banks, or any successor thereto.

2.6 - Claim shall mean any right to payment, or right to any equitable remedy for breach of performance if such breach gives rise to the right to payment, against the Debtor in existence on or

as of the Petition Date, whether or not such right to payment or right to an equitable remedy is reduced to judgment, liquidated, unliquidated, fixed, contingent, natured, unmatured, disputed, undisputed, legal, secured or unsecured.

2.7 - Class shall mean any Class into which Allowed Claims are classified pursuant to Article III.

2.8- Class 1, 2, 3, 4, 5, 6, 7, 8, 9 and 10 Claims and Interests shall mean the Allowed Claims and Interests so classified in Article III.

2.9 - Code shall mean the Bankruptcy Code, 11 U.S.C. § 101 *et seq.* and any amendments thereof.

2.10 - Confirmation Date shall mean the date upon which the Order of Confirmation is entered by the Court.

2.11 - Court shall mean the United States Bankruptcy Court for the District of Colorado in which the Debtor's Chapter 11 case is pending, pursuant to which this Plan is proposed, and any Court having competent jurisdiction to hear appeal or certiorari proceedings therefrom.

2.12 - Debtor shall mean the Debtor who is proposing this Chapter 11 Plan.

2.13 - Disclosure Statement shall mean the Disclosure Statement which is approved by the Court according to 11 U.S.C. § 1125 to be utilized to solicit votes for this Plan.

2.14 - Disputed Claim means any Claim which is not an Allowed Claim, including, without limitation, any Claim designated as disputed, contingent or unliquidated in Debtor's schedules filed in connection with this case, or any Claim against which an objection to the allowance thereof has been interposed, and as to which no Final Order has been entered.

2.15 - Effective Date of the Plan shall mean the date on which the Order of Confirmation is a Final Order or if a stay is entered pending appeal of the Order of Confirmation, the date on which the stay is no longer in effect.

2.16 - Final Order shall mean an order or judgment of the Court which shall not have been reversed, stayed, modified or amended and as to which (a) the time to appeal from or to seek review, rehearing or certiorari shall have expired, and (b) no appeal or petition for review, rehearing or certiorari is pending or if appealed shall have been affirmed, or the appeal dismissed by the highest court to which such order was appealed, or if review, rehearing or certiorari was sought, such review, rehearing or certiorari has been denied and no further hearing, appeal or petition for review,

rehearing or certiorari can be taken or granted or as to which any right to appeal or to seek a review, rehearing or certiorari has been waived.

2.17 - Gross Proceeds shall mean the total funds received by the Debtor from any buyer for the purchase of any portion of the Project, or the total funds received by the Debtor from refinancing.

2.18 - Interest shall mean any member interest or any other instrument evidencing any ownership interest in the Debtor and any option, warrant or right of any nature, contractual or otherwise, to acquire a member or other ownership interest in the Debtor.

2.19 - Net Proceeds shall mean the Gross Proceeds from the sale or refinancing of each portion of the Project less the costs of sale payable to non-insiders, applicable real estate taxes, brokers' commissions payable to non-insiders, other necessary and customary closing costs.

2.20 - Order of Confirmation shall mean the Order entered by the Court confirming the Plan in accordance with the provisions of Chapter 11 of the Code.

2.26 - Petition Date shall mean the date on which the voluntary petition was filed by the Debtor on February 16, 2011.

2.27 - Plan shall mean this Plan of Reorganization, as amended in accordance with the terms hereof or modified in accordance with the Code, including all exhibits and schedules attached hereto or referenced herein or therein.

2.28 - Priority Claim means any pre-petition Claim entitled to a priority in payment under § 507(a) of the Code, but shall not include any Administrative Claim or Tax Claim.

2.29 - Pro Rata shall mean the ratio of an Allowed Claim or Interest in a particular Class to the aggregate amount of all Allowed Claims or Interests in that Class.

2.30 - Professional Fees means the Administrative Claims for compensation and reimbursement submitted pursuant to 11 U.S.C. §§ 330, 331 and 503(b) by a Professional Person.

2.31 - Rules shall mean the Federal Rules of Bankruptcy Procedure and Local Bankruptcy Rules for the District of Colorado as adopted by the Court.

2.32 - Tax Claim means any unsecured Claim of a governmental unit for taxes entitled to priority pursuant to 11 U.S.C. § 507(a)(8).

2.33 - Unclassified Priority Claims shall mean Claims pursuant to 11 U.S.C. § 507(a)(1) which are Administrative Claims allowed under 11 U.S.C. § 503(b) and any fees and charges against

the estate under Chapter 123 of Title 28 of the United States Code and shall further mean Allowed Unsecured Claims of governmental units to the extent provided for in 11 U.S.C. § 507(a)(8).

2.34 - Other Definitions. Unless the context otherwise requires, any capitalized term used and not defined herein or elsewhere in the Plan but that is defined in the Code or Rules shall have the meaning set forth therein.

ARTICLE III

DESIGNATION OF CLAIMS AND INTERESTS

The following is a designation of all classes of Claims and Interests other than those Claims of a kind specified in 11 U.S.C. §§ 507(a)(1), 507(a)(2) or 507(a)(8).

Class 1 - All Allowed claims entitled to priority under 11 U.S.C. § 507 (except administrative expense claims under 11 U.S.C. §§ 507(a)(1), (a)(2), and (a)(8)).

Class 2 - The Allowed Secured Claim held by the Larimer County Treasurer and all tax lien holders.

Class 3 - The Allowed Secured Claim of the City of Fort Collins, Colorado.

Class 4 - The Allowed Secured Claim held by Mile High Banks, or its successor (the “Bank”)

Class 5 – The Allowed Secured Claim held by Joseph Coors, Jr., evidenced by the Deed of Trust of June 30, 2006.

Class 6 – The Allowed Secured Claim held by Mark McCullick, evidenced by the Deeds of Trust dated August 2, 2006 and October 11, 2006.

Class 7 - The Allowed Claim of Joseph Coors, Jr., evidenced by the Promissory Notes of July 30, 2009, August 20, 2009, and September 15, 2009, and the Deed of Trust dated August 4, 2009.

Class 8 - The Allowed Secured Claim held by Airpark Second Deed of Trust

Class 9 - The Allowed Claims held by unsecured creditors.

Class 10 - The Interests held by pre-confirmation members of the Debtor.

ARTICLE IV

SPECIFICATION AND TREATMENT OF UNCLASSIFIED PRIORITY CLAIMS

As provided in 11 U.S.C. § 1123(a)(1), the Claims against the Debtor covered in this Article IV are not classified. The holders of such Allowed Claims are not entitled to vote on the Plan.

4.1 - The holders of Allowed Claims of the type specified in 11 U.S.C. § 507(a)(2) of the Code, Administrative Claims, shall receive cash equal to the allowed amount of such Claim or a lesser amount or different treatment as may be acceptable and agreed to by particular holders of such Claims. Such Claims shall be paid in full on the Effective Date of the Plan, or treated as otherwise agreed to by the particular holders of such Claims. Administrative Claims under 11 U.S.C. § 507(a)(2) that are allowed by the Court after the Effective Date of the Plan shall be paid upon allowance.

4.2 - The Allowed Claims of a type specified in 11 U.S.C. § 507(a)(8), namely the unsecured Tax Claims of governmental taxing authorities, shall be paid on the Effective Date of the Plan.

4.3 - The Debtor will make all payments required to be paid to the U.S. Trustee pursuant to 28 U.S.C. § 1930(a)(6) until the case is closed, converted, or dismissed. All payments due to the U.S. Trustee pursuant to 28 U.S.C. § 1930(a)(6) shall be paid on the Effective Date, and the U.S. Trustee shall thereafter be paid fees due on a quarterly basis until the case is closed, converted, or dismissed.

ARTICLE V

SPECIFICATION AND TREATMENT OF CLASS 1 CLAIM

5.1 - Allowed Class 1 Priority Claims consist of all claims entitled to priority under 11 U.S.C. § 507 (except administrative expense claims under 11 U.S.C. §§ 507(a)(1), (a)(2), and (a)(8)). Each holder of an Allowed Class 1 Priority Claim will be paid in full on the effective date of this Plan in cash, or upon such other terms as may be agreed upon by the holder of the claim and the Debtor. The Debtor does not believe that there are any holders of Class 1 Priority Claims and shall dispute such claims.

ARTICLE VI

SPECIFICATION AND TREATMENT OF SECURED CREDITOR CLAIMS

6.1 – **Larimer County Treasurer.** The Class 2 Secured Claim consists of all property tax claims and liens due and owing prior to the Petition Date, including claims held by the Larimer

County Treasurer and any purchaser of tax liens. The Debtor estimates that the total amount of claims in Class 2 is \$120,000. The Class 2 Secured Claim is unimpaired by this Plan. The Class 2 Secured Claim will be Allowed in its full amount and paid with interest at the statutory rate. The statutory rights of the Class 2 claimant are unaffected by this Plan.

6.2 - City of Fort Collins, Colorado. The Class 3 Secured Claims consists of all amounts owed by the Debtor to the City of Fort Collins, Colorado for which the City of Fort Collins has a property tax lien. The Class 3 Secured Claim is unimpaired by this Plan. The Class 2 Secured Claim will be Allowed in its full amount and paid with interest at the statutory rate. The statutory rights of the Class3 claimant are unaffected by this Plan.

6.3 – Mile High Banks, or successor thereto. The Class 4 Secured Claim consists of the amounts owed to the Bank under a promissory note executed on or about December 10, 2007, in the principal amount of \$5,450,000.00 with a non-default interest rate of 8.5 % per annum (the “Bank Loan”). The Class 4 Secured Claim shall be treated as set forth herein. On or about November 10, 2010, the District Court, Boulder County, Colorado, entered a judgment in favor of Mile High Banks and against the Debtor in the principal amount of \$5,450,000.00, plus \$1,143,478.11 in accrued interest, plus \$314,864.65 in late fees and charges, and \$7,000 in loan costs, for a total of \$6,915,342.76 (the “Judgment”) in connection with a civil action styled *Mile High Banks v. Joseph Coors, Jr., et al.*, Case Number 10CV223 (the “Bank Action”). At or around the time of the Judgment, a guarantor of the Bank Loan, Joseph Coors, Jr., paid the Bank approximately \$2,700,000. The Debtor disputes the amounts owing to the Bank. The Class 4 Secured Claim is impaired by this Plan. The Class 4 Secured Claim will be treated and paid as follows:

- a. The Class 4 claim shall be allowed in the amount of \$4,000,000 on the Effective Date of the Plan. The allowed claim shall include all principal, accrued default interest, and reasonable fees and charges allowable pursuant to the terms of the note which forms a basis for the Class 4 claim and are allowable under 11 U.S.C. §506. To the extent the Class 4 claimant opposes such amount, the Class 4 Claim shall be fixed in an amount that is determined by the Court in accordance with 11 U.S.C. §506.
- b. The lien position held by the Class 4 claimant shall be unaltered by the Plan except for the release provisions set forth in paragraph 9.3.

- c. The Class 4 claim shall be paid from available Net Proceeds in the order of its priority as to Allowed Secured Claims encumbering the Project, and subject to the terms of this Plan.
- d. Starting on the Effective Date of the Plan, the Class 4 claim shall bear interest at the non-default interest rate set forth in the underlying promissory note reflecting the claim or such other rate as agreed by the Debtor and the Class 4 claimant or as otherwise determined by the Court.
- e. To the extent any portion of the Bank's claim is not paid as an Allowed Secured Claim, the Class 4 claim shall be unsecured and be paid pursuant to the provisions of Class 9 of the Plan, unless subordinated by separate order of the Court.

6.4 **Joseph Coors, Jr. (Second Lien Position).** The Class 5 Secured Claim consists of the claim of Joseph Coors, Jr. arising solely out of that promissory note in the principal amount of \$300,000 dated June 22, 2006. This note is secured by that deed of trust recorded on or about June 30, 2006 as to 79.8 acres of the Debtor's Project. The Debtor disputes the amounts owing to Mr. Coors. The Class 5 Secured Claim, shall be treated as set forth herein. The Class 5 Secured Claim is impaired by this Plan. The Class 5 Secured Claim will be treated and paid as follows:

- a. The Class 5 claim shall be allowed in the amount of \$400,000 on the Effective Date of the Plan. The Class 5 claim shall include all principal, accrued interest, fees and charges allowable pursuant to the terms of the note which forms a basis for the Class 5 claim and are allowable under 11 U.S.C. §506. To the extent the Class 5 claimant opposes such amount, the Class 5 Claim shall be fixed in an amount that is determined by the Court in accordance with 11 U.S.C. §506.
- b. The lien positions held by the Class 5 claimant shall be unaltered by the Plan except for the release provisions set forth in paragraph 9.3.
- c. The Class 5 claim shall be paid from available Net Proceeds in the order of its priority as to Allowed Secured Claims encumbering the Project, and subject to the terms of this Plan.
- d. On the Effective Date of the Plan, the Class 5 claim shall bear interest at the non-default interest rate set forth in the underlying promissory note reflecting the claim or such other rate as agreed by the Debtor and the Class 5 claimant or as otherwise

determined by the Court.

- e. To the extent any portion of Mr. Coors' claim is not paid as an Allowed Secured Claim, the Class 5 claim shall be unsecured and be paid pursuant to the provisions of Class 9 of the Plan, unless subordinated by separate order of the Court.

6.5 **Mark McCullick.** The Class 6 Secured Claim consists of the claims held by Mark McCullick arising out of the promissory notes dated August 3, 2006 (\$125,000), October 11, 2006 (\$125,000), March 31, 2009 (\$148,332), April 15, 2009 (\$31,677), May 5, 2009 (\$50,000). Such notes are secured by the deeds of trust recorded on or about August 3, 2006 and October 11, 2006, as to 49.3 acres of the Debtor's Project. The total principal amount of the notes is approximately \$480,009. The Debtor disputes the amounts owing to Mr. McCullick. The Class 6 Secured Claim, shall be treated as set forth herein. The Class 6 Secured Claim is impaired by this Plan. The Class 6 Secured Claim will be treated and paid as follows:

- a. The Class 6 claim shall be allowed in the amount of \$500,000 on the Effective Date of the Plan. The Class 6 claim shall include all principal, accrued interest, fees and charges allowable pursuant to the terms of the note which forms a basis for the Class 6 claim and are allowable under 11 U.S.C. §506. To the extent the Class 6 claimant opposes such amount, the Class 6 Claim shall be fixed in an amount that is determined by the Court in accordance with 11 U.S.C. §506.
- b. The lien positions held by the Class 6 claimant shall be unaltered by the Plan except for the release provisions set forth in paragraph 9.3.
- c. The Class 6 claim shall be paid from available Net Proceeds in the order of its priority as to Allowed Secured Claims encumbering the Project, and subject to the terms of this Plan.
- d. On the Effective Date of the Plan, the Class 6 claim shall bear interest at the non-default interest rate set forth in the underlying promissory note reflecting the claim or such other rate as agreed by the Debtor and the Class 6 claimant or as otherwise determined by the Court.
- e. To the extent any portion of Mr. McCullick's claim is not paid as an Allowed Secured Claim, the Class 6 claim shall be unsecured and be paid pursuant to the provisions of Class 9 of the Plan, unless subordinated by separate order of the Court.

6.6 **Joseph Coors, Jr. (Fourth Lien Position).** The Class 7 Secured Claim consists of the claim of Joseph Coors, Jr. arising solely out of those promissory notes of July 20, 2009 (\$64,000), August 20, 2009 (\$31,680), and September 15, 2009 (\$33,527.43). Such notes are secured by a deed of trust recorded on or about August 4, 2009 against all of the Debtor's Project. The total principal amount of the promissory notes is \$129,027.43. The Class 7 Secured Claim, shall be treated as set forth herein. The Class 7 Secured Claim is impaired by this Plan.

- a. The Class 7 claim shall be allowed in the amount of \$200,000 on the Effective Date of the Plan. The allowed claim shall include all principal, accrued default interest, and reasonable fees and charges allowable pursuant to the terms of the note which forms a basis for the Class 7 claim and are allowable under 11 U.S.C. §506. To the extent the Class 7 claimant opposes such amount, the Class 7 Claim shall be fixed in an amount that is determined by the Court in accordance with 11 U.S.C. §506.
- b. The lien position held by the Class 7 claimant shall be unaltered by the Plan except for the release provisions set forth in paragraph 9.3.
- c. The Class 7 claim shall be paid from available Net Proceeds in the order of its priority as to Allowed Secured Claims encumbering the Project, and subject to the terms of this Plan.
- d. Starting on the Effective Date of the Plan, the Class 7 claim shall bear interest at the non-default interest rate set forth in the underlying promissory note reflecting the claim or such other rate as agreed by the Debtor and the Class 7 claimant or as otherwise determined by the Court.
- e. To the extent any portion of the Class 7 claim is not paid as an Allowed Secured Claim, the Class 7 claim shall be unsecured and be paid pursuant to the provisions of Class 9 of the Plan, unless subordinated by separate order of the Court.

6.7 **Airpark Second Deed of Trust, LLC (Fifth Lien Position).** The Class 8 Secured Claim consists of the claim of Airpark Second Deed of Trust, LLC. On or about December 1, 2009, the Debtor granted a security interest in the Property to Airpark Second Deed of Trust, LLC (the "Airpark Second Deed"). Such Deed of Trust was granted by the Debtor to secure loans made by Airpark Second Deed of Trust, LLC to the Debtor as to 21.2878 acres of the Debtor's Project. Such loans are evidenced by promissory notes the Debtor executed in favor of Jaimie Morrell, in the

principal amount of \$15,000.00, and Connie Ellefson, in the principal amount of \$5,000.00. Ms. Morrell's note bears interest at 3% per annum and is due upon the sale or refinancing of the Property. Ms. Ellefson's note does not bear regular interest, but has a default rate of 48%; such note is due upon sale or refinancing of the Property. Such loans were not in default prior to the Petition Date. As of the Petition Date, the Debtor believes the amounts outstanding were in excess of \$27,000. The Class 8 Secured Claim, shall be treated as set forth herein. The Class 8 Secured Claim is impaired by this Plan.

- a. The Class 8 claim shall be allowed in the amount of \$25,000 on the Effective Date of the Plan. The allowed claim shall include all principal, accrued default interest, and reasonable fees and charges allowable pursuant to the terms of the note which forms a basis for the Class 8 claim and are allowable under 11 U.S.C. §506. To the extent the Class 8 claimant opposes such amount, the Class 8 Claim shall be fixed in an amount that is determined by the Court in accordance with 11 U.S.C. §506.
- b. The lien position held by the Class 8 claimant shall be unaltered by the Plan except for the release provisions set forth in paragraph 9.3.
- c. The Class 8 claim shall be paid from available Net Proceeds in the order of its priority as to Allowed Secured Claims encumbering the Project, and subject to the terms of this Plan.
- d. Starting on the Effective Date of the Plan, the Class 8 claim shall bear interest at the non-default interest rate set forth in the underlying promissory note reflecting the claim or such other rate as agreed by the Debtor and the Class 8 claimant or as otherwise determined by the Court.
- e. To the extent any portion of the Class 8 claim is not paid as an Allowed Secured Claim, the Class 8 claim shall be unsecured and be paid pursuant to the provisions of Class 9 of the Plan, unless subordinated by separate order of the Court.

ARTICLE VII

SPECIFICATION AND TREATMENT OF UNSECURED CREDITOR CLAIMS

7.1 Class 9 consists of those unsecured creditors of Airpark who hold Allowed Claims. Class 9 shall receive payment of their Allowed Claims as set forth below:

- a. Class 9 shall receive a pro-rata distribution of the Net Proceeds which remain from sale or refinance of the Project after Classes 2 through 6 claims are paid in full. Class 9 shall not be paid until after all senior creditor classes have been paid. Class 9 claimants shall not receive more than payment of their Allowed Claims in full and shall be paid not less than a pro-rata distribution of the sum of \$100,000.

ARTICLE VIII

SPECIFICATION AND TREATMENT OF CLASS 10 INTERESTS

8.1 - Class 10 includes the Interests in Airpark Village, LLC held by the pre-confirmation members. Class 10 is impaired and this paragraph shall govern its treatment. On the Effective Date of the Plan all membership interests in Airpark held by Class 10 shall be retained by existing members, subject to the provisions of the Plan.

ARTICLE IX

MEANS FOR THE PLAN'S EXECUTION

9.1 - **Operation of Business.** Airpark shall be empowered to take such action as may be necessary to perform its obligations under this Plan. The actions include, but are not limited to, the marketing for sale of all of the Project and the locating of funds for refinancing of the liens against the Project, the right to collect all rents, charges, and costs from the Project during the term of this Plan, so long as the Debtor is in compliance with this Plan, and to pay all operating costs of the Debtor, including, but not limited, to all amounts incurred by the Debtor to protect and preserve the property in accordance with *Chaussee v. Morning Star Ranch Resorts Company*, 64 B.R. 818 (Bankr.D.Colo. 1986).

9.2 - **Funding of Plan.** The Plan shall be funded through the sale of the Project or through refinancing. The Debtor shall retain and reasonably compensate such real estate brokers as it deems necessary to market and sell the Project or any portion thereof. Payment of all Allowed Secured Claims will be completed within 12 months of the Effective Date of the Plan. Any sale of any portion of the Project shall be by auction sale, free and clear of liens claims and interests pursuant to the terms of this Plan and 11 U.S.C. § 363. In the event one or more Allowed Secured Claims

remain unpaid after the twelfth month anniversary of the Effective Date of the Plan or remain unextended by mutual agreement between the Allowed Secured Claimants and the Debtor, the holders of unpaid Allowed Secured Claims may enforce their rights and remedies under their respective deeds of trust.

9.2.1 The sale or refinancing of the Project is subject to the following additional requirements and conditions:

- a. The Debtor shall sell or refinance the Project (or any other parcels as Debtor may reconfigure to enhance the sale) to enable the payoff of Classes 2 through 8 in their entirety on or before November 1, 2011 (the "Sale Date")
- b. The Debtor will retain a Sheldon Good & Company as its auctioneer, to sell the Project prior to the Sale Date. The Debtor will work with the secured creditors on the terms of retention and agreed compensation of Sheldon Good & Company. All auctioneer fees, expenses and commissions of Sheldon Good & Company shall be paid first out of the proceeds of any auction of the Project pursuant to an agreement between the Debtor and Sheldon Good & Company, in consultation with the secured creditors.
- c. All collateral securing the debt owed to the Bank, Mr. Coors, Mr. McCullick, and Airpark Second Deed of Trust, LLC, is to be auctioned subject to the creditors' credit bids as allowed herein. The Debtor is allowed to have bidders submit separate bids on separate portions or parcels of the Project, but no bids will be accepted on any of the Debtor's property unless the aggregate net from the separate bids is sufficient to pay the Class 2 through 8 claims in full. The collateral for such creditors includes all real property and other rights in which such creditors hold a valid a security interest in their respective order of priority, subject to the terms of the Plan.
- d. The Bank is allowed to credit bid at the auction sale all that is owed to it as provided by the Plan in its order of priority. Mr. Coors is allowed to credit bid at the auction sale all that is owed to him under Classes 5 and 7, as provided by the Plan in his order of priority, respectively. Mr. McCullick is allowed to credit bid and Class 6

claim, as provided by the Plan in his order of priority. Airpark Second Deed of Trust, LLC, is allowed to credit bid and Class 8 claim, as provided by the Plan in its order of priority.

- e. The highest bidder at the auction will acquire the Project free and clear of liens, claims, interests and encumbrances. If a secured creditor's credit bid is the highest bid, the successful bidding secured creditor will acquire all of the Project sold free and clear of any liens, claims, interests and encumbrances without having to conduct a foreclosure sale.

9.2.2 The terms included in Paragraph 9.2.1 of this Plan shall be referred to as the "Sale Requirements." If the Debtor does not meet the Sale Requirements, all Allowed Secured Claims shall be in default and the claimants holding unpaid Allowed Secured Claims shall be entitled to foreclose their deeds of trust on their collateral.

9.3 - Release of Allowed Secured Claims or Liens. All Allowed Secured Claims, liens and encumbrances on the Project shall be released upon the refinance of the Project or sale of all or portions of the Project, as may be required by the Debtor, provided the Net Proceeds are paid to creditors holding Allowed Secured Claims in the order and priority of their liens ("Release Payments") and are more than sufficient to pay off the Classes 4, 5, 6, 7, and 8 claims in full. The Release Payments are to be made from Net Proceeds. All sales of the Project by the Debtor shall be free and clear of all liens, claims, and encumbrances of record and free and clear of any interest in such property held by any entity. Notwithstanding the foregoing, the Bank shall not be required to release any of its collateral until it has been paid in full.

9.4- Effectuating the Plan. On the Effective Date of the Plan, Mr. Lloyd Goff, as manager of Airpark Goff, LLC, shall be appointed as the agent of Airpark Village, LLC pursuant to 11 U.S.C. § 1142(b) for the purpose of carrying out the terms of the Plan, and taking all actions deemed necessary or convenient to consummating the terms of the Plan, including but not limited to execution of documents. Mr. Goff, through Airpark Goff, LLC, shall be entitled to continue to receive compensation of \$3,500 per month, as provided by the Budget filed with the Debtor's Motion for Use of Cash Collateral.

9.5 - Disputed Claim Procedure. Distributions to any class of creditor will only be made

on account of Allowed Claims. In the event that distributions are made at a time that a claim objection is pending before the Court or a judgment has entered to establish a Claim and the judgment is not subject to a Final Order, the portion of the distribution that would be paid to the disputed claimant will be held in an interest bearing bank account until the Claim is Allowed or disallowed. If Allowed, the Claim will be paid its appropriate share of the withheld payment. If disallowed, the withheld distribution will be paid on a Pro Rata basis to the remaining impaired Allowed claimants, or if all holders of Allowed Claims have been paid in full, paid to Debtor.

9.6 - Claims and Litigation Bar Date and Standing. All Claim objections and Avoidance Actions in the case must be filed no later than 60 days following the Effective Date. The Debtor shall have standing to commence, prosecute, and settle claim objections, litigation, and avoidance actions without need for Court approval.

9.7 - Administrative Expense Bar Date. All applications for allowance and payment of Administrative Claims, including Professional Fees, must be filed within 45 days following the Effective Date.

9.8 - Monthly Installments. Whenever the Plan provides for payment in monthly installments or a payment due in a certain month, the payment shall be due on the last day of the calendar month in which the payment is due, unless otherwise specified in the Plan. The Debtor shall then have a five day grace period within which the monthly payment must be received by the payee before the Debtor shall be in default.

9.9 - Final Decree. The Debtor will request entry of a final decree closing the case on or before the later of the date all Claim objections and any pending litigation is concluded or 180 days after the Effective Date of the Plan.

9.10 - Quarterly Fees. Prior to the entry of the final decree, the Debtor shall continue to remit quarterly fees and post-confirmation reports to the United States Trustee, as required by statute.

9.11 - Exemption from Transfer Taxes. Pursuant to 11 U.S.C. § 1146(c) of the Code, the issuance, transfer, or exchange of notes or equity securities under the Plan by the Debtor, the creation of any mortgage, deed of trust, or other security interest, the making or assignment of any lease or the making or delivery of any deed or instrument of transfer under, in furtherance of, or in

connection with the Plan or the Agreements shall not be subject to any stamp, real estate transfer, mortgage recording, or other similar tax.

9.12 – **Contractual Relationship.** The Plan, upon confirmation, constitutes a new contractual relationship by and between the Debtor and its creditors. In the event of a default by the Debtor under the Plan, creditors shall be entitled to enforce all rights and remedies against the Debtor for breach of contract or the Plan. Any secured creditor claiming a breach of the Plan by the Debtor will be able to enforce all of their rights and remedies including foreclosure of their deed of trust, security agreement, lien, or mortgage pursuant to the terms of such document. Any creditor claiming a breach by the Debtor must provide written notice to the Debtor of the claimed default, the notice must provide the Debtor a ten (10) day period within which to cure the claimed default. Upon the Debtor's failure to cure the default within such ten day period, the creditor may proceed to exercise their rights and remedies.

ARTICLE X

EXECUTORY CONTRACTS AND UNEXPIRED LEASES

10.1 - On the Effective Date of the Plan, the Debtor does hereby assume those executory contracts and unexpired leases listed in Exhibit A attached hereto and incorporated herein by reference, which have not been assumed by prior Order of the Court prior to the Confirmation Date. On the date of the entry of an Order confirming the Plan, the Debtor shall be the holder of all right, title and interest to the assumed leases and contracts and such assumed leases and contracts shall be in full effect and binding upon the Debtor and the other parties thereto. Confirmation of the Plan shall constitute a determination that the payments to be made to said creditors pursuant to the Plan satisfy all conditions precedent to assumption and assignment set forth in 11 U.S.C. §365(b) and (f).

10.2 - On the Effective Date of the Plan, the Debtor will reject all executory contracts and unexpired leases to which it is a party which are listed in Exhibit B, attached hereto and incorporated herein by reference which have not been rejected by prior Order of the Bankruptcy Court prior to the Confirmation Date. Executory contracts and unexpired leases will be rejected pursuant to the provisions of 11 U.S.C. §365. Any executory contract or unexpired lease not assumed in accordance with the Plan shall be rejected.

10.3 - An Order confirming this Plan constitutes approval by the Court of the assumption or

rejection of the executory contracts and unexpired leases described herein in accordance with the provisions of 11 U.S.C. §365 and the Rules.

10.4 - Claims Arising from Rejection. All proofs of claim with respect to claims arising from the rejection of any executory contract or unexpired lease shall be filed with the Bankruptcy Court within twenty (20) days after the earlier of (i) the date of the Bankruptcy Court order approving the Debtor's rejection of such executory contract or unexpired lease or (ii) the Confirmation Date. Any claims not filed within such time shall be forever barred against the Debtor, its estate and property and any such Claims shall be disallowed in full. Claims arising from such rejection, to the extent Allowed, shall be treated as Class 9 unsecured Claims.

10.5 - Late Filed Claims. On March 30, 2011, the Court established May 2, 2011 as the date for all persons having claims against the Debtor to file such claims with the Bankruptcy Court. Any claims filed after May 2, 2011 shall be disallowed as of the Effective Date. Any individual or entity that was required to file a proof of claim by the Bar Date and that failed to timely file a proof of claim with the Court will not be treated as a creditor for the purposes of voting or distribution, may not receive any further notices of mailings in this Chapter 11 case and any claim of such individual or entity shall be forever barred.

ARTICLE XI

MISCELLANEOUS PROVISIONS

11.1 Revestment. The entry of an Order confirming this Plan shall revest in the Debtor all property of the estate free and clear of all liens except those specifically set forth in the Plan.

11.2 Retention of Jurisdiction. Notwithstanding confirmation of the Plan, the Court shall retain jurisdiction for the following purposes:

- a. Determination of the allowability of claims upon objection to such claims by the Debtor-in-Possession or by any other party in interest;
- b. Determination of the request for payment of claims entitled to priority under 11 U.S.C. Section 507(a)(2), including compensation of the parties entitled thereto;
- c. Resolution of any disputes regarding interpretation of the Plan;
- d. Implementation of the provisions of the Plan and entry of orders in aid of

- consummation of the Plan, including without limitation, appropriate orders to protect the revested Debtor from action by creditors;
- e. Modification of the Plan pursuant to 11 U.S.C. §1127;
 - f. Adjudication of any causes of action, including avoiding powers actions, brought by the Debtor-in-Possession, by the representative of the estate or by a Trustee appointed pursuant to the Code;
 - g. Adjudication of any cause of action brought by the Debtor-in-Possession, Creditors Committee, by a representative of the estate, or by a Trustee appointed pursuant to the Code, or the revested Debtor exercising rights and powers as provided in 11 U.S.C. §§ 542 - 553. This section shall not be construed to limit any other power or right which the Debtor may possess under any section of the Code; and
 - h. Entry of a final decree.

11.3 - Satisfaction of Claims. Airpark Village shall receive a discharge on the confirmation date pursuant to 11 U.S.C. § 1141(d). Confirmation of the Plan shall constitute a modification of any note or obligation for which specification and treatment is provided under the Plan as set forth in the Plan. Any obligation or note, previously in default, so modified, shall be cured as modified as of the Confirmation Date. This provision shall be operable regardless of whether the Plan provides for any obligation to be evidenced by a rewritten loan or security document following confirmation of the Plan.

11.4 Headings. The headings used in the Plan are for convenience of reference only and shall not limit or in any manner affect the meaning or interpretation of the Plan.

11.5 Notices. All notices, requests, demands, or other communications required or permitted in this Plan must be given in writing to the party(ies) to be notified. All communications will be deemed delivered when received at the following addresses:

- a. Airpark Village, LLC, 1593 South Jamaica Street, Aurora, Colorado 80012;
- b. With a copy to: Kenneth J. Buecher, Esq., Buechler Law Office, LLC, 1828 Clarkson Street, Suite 200, Denver, Colorado 80218; fax 720-381-0382; email: ken@kjblawoffice.com.
- c. To an allowed claimant, at the addresses set forth in the allowed Proof of Claim, if

filed, other, at the address set forth for the claimant in the Debtor's Schedules filed with the Court.

11.6 - **Successors and Assigns.** The Plan will be binding upon the Debtor, any creditor affected by the Plan and their heirs, successors, assigns and legal representatives.

11.7 - **Unclaimed Payments.** If a person or entity entitled to receive a payment or distribution pursuant to this Plan fails to negotiate a check, accept a distribution or leave a forwarding address in the event notice cannot be provided as set forth in paragraph 11.5, within six months of the Effective Date of the Plan, the person or entity is deemed to have released and abandoned any right to payment or distribution under the Plan.

11.8 - **Committee Termination.** Any Creditors Committee appointed in the bankruptcy case shall terminate on the Effective Date.

11.9 - **Liability.** Except as set forth in this Plan, neither the Debtor, any Committee appointed nor any of their agents, managers, representatives, attorneys, accountants or advisors shall have or incur any liability for any past, present or future actions taken or omitted to be taken under, in connection with, related to, affecting or arising out of the bankruptcy case or this Plan except for claims based on gross negligence or willful misconduct.

ARTICLE XII

CONFIRMATION REQUEST

12.1 - The Debtor, as proponent of the Plan, requests confirmation of the Plan pursuant to 11 U.S.C. §1129. The Debtor will solicit acceptance of the Plan after its Disclosure Statement has been approved by the Court and is transmitted to the creditors, interest holders and parties in interest. In the event the Debtor does not obtain the necessary acceptances of its Plan, it may make application to the Court for confirmation of the Plan pursuant to 11 U.S.C. §1129(b). The Court

may confirm the Plan if it does not discriminate unfairly and is fair and equitable with respect to each class of Claims or Interests that is impaired and has not voted to accept the Plan.

DATED: May 17, 2011

AIRPARK VILLAGE, LLC
by Airpark Goff, LLC

/s/ Lloyd Goff, Manager

Lloyd Goff, Manager

BUECHLER LAW OFFICE, L.L.C.

/s/ Kenneth J. Buechler

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Denver, Colorado 80218
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ATTORNEYS FOR THE DEBTOR

EXHIBIT A

Executory Contracts and Unexpired Leases Assumed

1. All contracts and leases previously assumed or for which a motion to assume is pending.
2. All leases and contracts that are not specifically rejected.

EXHIBIT B

Executory Contracts and Unexpired Leases Rejected

- A. All leases and contracts previously rejected by Court Order.