

UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF FLORIDA
ORLANDO DIVISION

IN RE

Avion Point West, LLC
Jointly Administered with
Orlando Country Aviation Services, Inc.

Case No. 6:11-bk-10364-KSJ
Case No. 6:11-bk-10365-KSJ

Debtors.
_____ /

DEBTORS' JOINT DISCLOSURE STATEMENT

Dated October 6, 2011

This proposed Disclosure Statement has been approved by the Bankruptcy Court. This Disclosure Statement may be subject to modification at or before the hearing to consider approval of the Disclosure Statement.

Frank M. Wolff
Florida Bar No. 319521
Wolff, Hill, McFarlin & Herron, P.A.
1851 W. Colonial Drive
Orlando, FL 32804
Telephone (407) 648-0058
Facsimile (407) 648-0681
fwolff@whmh.com

Attorneys for Debtors and
Debtors in Possession

TABLE OF CONTENTS

<u>ARTICLE I -- INTRODUCTION</u>	<u>1</u>
<u>ARTICLE II -- BACKGROUND</u>	<u>1</u>
A. The Debtor	<u>1</u>
B. Business	<u>2</u>
C. Assets	<u>2</u>
D. Liabilities	<u>2</u>
E. Events Leading Up To Chapter 11 Case	<u>3</u>
<u>ARTICLE III -- DEBTOR'S BANKRUPTCY CASE</u>	<u>3</u>
A. Retention of Professionals	<u>3</u>
B. DIP Reports	<u>4</u>
C. Insiders	<u>4</u>
D. Cash Collateral	<u>4</u>
E. Stay Relief	<u>4</u>
F. Joint Administration	<u>4</u>
<u>ARTICLE IV -- BUSINESS PLAN AND PROJECTIONS</u>	<u>4</u>
A. Assumptions	<u>4</u>
1. Highest and Best Use	<u>4</u>
B. Financial Projections	<u>4</u>
<u>ARTICLE V -- SUMMARY OF PLAN</u>	<u>4</u>
A. Overview of Plan.	<u>4</u>
B. Treatment and Classification of Claims	<u>4</u>
1. Unimpaired	<u>5</u>
2. Impaired Claims	<u>5</u>
3. Priority Tax Claims	<u>9</u>
4. Allowed Administrative Expenses	<u>9</u>
C. Executory Contracts And Unexpired Leases	<u>10</u>
1. General	<u>10</u>
2. Assume	<u>10</u>
3. Reject	<u>10</u>
D. Corporate Matters	<u>10</u>
E. Post-Effective Date Operations	<u>11</u>
F. Provisions Governing Distributions	<u>11</u>
1. Requirement for Allowance of Claims and Interests	<u>11</u>
2. Date and Delivery of Distribution	<u>11</u>
3. Pro Rata Distribution	<u>12</u>
4. De Minimis Distributions	<u>12</u>

5.	Procedures for Resolving Contested Claims or Interests	12
a.	Objection Deadline	12
b.	No Distributions Pending Allowance	12
G.	Discharge of Debtor	13
H.	Avoidance Actions	13
 <u>ARTICLE VI -- MANAGEMENT OF REORGANIZED DEBTOR</u>		
<u>COMPENSATION</u>		13
 <u>ARTICLE VII - CERTAIN RISK FACTORS</u>		13
A.	Projections.....	13
B.	Pro Rata Distributions.....	14
C.	Delay.....	14
 <u>ARTICLE VIII -- ALTERNATIVES TO PLAN</u>		14
A.	Liquidation.....	14
B.	Alternatives if Plan Not Confirmed.....	15
 <u>ARTICLE IX -- ACCEPTANCE AND CONFIRMATION OF PLAN</u>		15
A.	Acceptance of the Plan.....	18
B.	Best Interests of Creditors and Equity Security Holders - Liquidation Analysis	18
C.	Feasibility of the Plan	19
D.	Confirmation Without Acceptance of All Impaired Classes	19
 <u>ARTICLE X -- CONCLUSION</u>		20

EXHIBITS

Exhibit A –	REAL PROPERTY OWNED BY ORLANDO COUNTRY AVIATION SERVICES, INC.
Exhibit B –	REAL PROPERTY OWNED BY AVION POINT WEST, LLC
Exhibit C -	UNAUDITED DIP REPORTS
Exhibit D -	PLAN OF REORGANIZATION

ARTICLE I -- INTRODUCTION

This Disclosure Statement is being provided by Avion Point West, LLC and Orlando Country Aviation Services, Inc., (collectively, the “Debtor”). The purpose of this disclosure statement is to provide information of a kind and in sufficient detail, as far as is reasonably practical in light of the nature and history of the Debtor and the condition of the Debtor’s books and records, that would enable a hypothetical reasonable investor typical of holders of Claims or Interests of the relevant Class to make an informed judgment about the Debtor’s plan of reorganization (the “Plan”).

NO REPRESENTATION CONCERNING THE DEBTOR IS AUTHORIZED OTHER THAN AS SET FORTH HEREIN. ANY REPRESENTATIONS OR INDUCEMENTS MADE WHICH ARE OTHER THAN AS CONTAINED HEREIN SHOULD NOT BE RELIED UPON IN ARRIVING AT A DECISION ABOUT THE PLAN.

The information contained herein has not been subject to audit. For that reason, as well as the complexity of the Debtor’s business and the impossibility of making assumptions, estimates and projections with complete accuracy, the Debtor is unable to warrant or represent the information contained herein is without inaccuracy, although every reasonable effort has been made to insure that such information is accurate.

A copy of the Plan is attached. The Disclosure Statement is qualified in its entirety by reference to the Plan. If there is any inconsistency between the Plan and this Disclosure Statement, then the terms of the Plan shall control. All capitalized terms used in this Disclosure Statement shall have the definitions specified in the Plan unless otherwise defined herein.

ARTICLE II -- BACKGROUND

A. The Debtor. Orlando Country Aviation Services, Inc. (OCA) is a corporation formed in the state of Florida in 2003 by James P.A. Thompson. OCA acquired property on which there was a grass landing strip in north Orange County. OCA built an asphalt runway and a fixed base operation facility and created a commercial land condominium for the property, subdividing the property into lots for sale as condominium units. Several of the lots have been sold to end users that have then built on their lots hanger facilities for the operation of aircraft using the landing strip. In 2008, Mr. Thompson formed Avion Point West LLC, (Avion) which acquired property adjacent to that of the OCA with the intention of developing that property as a commercial industrial condominium.

B. Business. OCA owns the remaining unsold condominium units, including one unit which is leased for \$800 per month. Avion owns property that is adjacent to that of OCA, which is the subject of several letters of intent for the creation of an Orlando Apopka Airport, as described below. The Debtor has no employees. Mr. Thompson receives no compensation.

C. Assets. As of the Petition Date, Debtor has assets and liabilities as follows:

Real Property. OCA owns property described on Exhibit “A” attached hereto. OCA values its property at \$2,000,000.00. Avion owns the property described on Exhibit “B.” Avion values its property at \$18,000,000.00. This value is based upon the anticipated acquisition of its property by the City of Apopka for the Orlando Apopka Airport.

D. Liabilities. Subject to objections and defenses, Claims have been scheduled or filed as follows:

1. <u>Secured.</u>		
a.	Alterna Capital Funding LLC	\$3.9 million
b.	Rubright Family Limited Partnership	\$240,000
c.	GE Management LLC	\$300,000
d.	Joemar Capital Investments	\$453,000
e.	George S. Hammond	\$474,382
f.	JEM Equipment (Avion only)	\$500,000
g.	Richard C. Browne	\$840,000
h.	Central Florida State Bank (Avion only)	\$240,058
i.	Lynda Goetz Revocable Trust	\$500,000
j.	Luddy LLC	\$420,000
k.	James H Schluraff Trust	\$400,000
l.	Charlotte S Schluraff Trust	\$408,000
m.	Internal Revenue Service	\$30,444
n.	Property Taxes	<u>\$230,000</u>
	Total Secured ¹	\$8,935.884
2. <u>Priority.</u>		
	Internal Revenue Service	\$1,688.26
3. <u>Unsecured.</u>		
a.	Non-insider claims	\$1,278,708.60
b.	Insider claim	\$ 459,723.00

¹ There are also HOA fees of record, all of which are disputed by the Debtor, and a judgment lien disputed by the Debtor

E. Events Leading Up To Chapter 11 Case. As the property owned by OCA and Avion (including the property formerly owned by Mr. Thompson) was developed they jointly borrowed money and encumbered their properties with the same mortgages. As a result there are at least seven blanket mortgages on all of the properties, and two additional mortgages that just encumber Avion's property. The slowing of the economy has made it impossible for Mr. Thompson, OCA and Avion to service these mortgages, leading to defaults on the debt. However, there has been only one active foreclosure, that of the Rubright Family Limited Partnership ("Rubright"). Rubright owns much of the adjoining property. Its mortgage has a principal balance of approximately \$150,000 and is in second position ahead of all of the other mortgages except for Alterna Capital Funding LLC, which holds a mortgage of about \$3.9 million. A hearing on a motion for summary judgment was set for July 14, 2011.

1. **The City of Apopka's Plans for the Orlando Apopka Airport.** In the meanwhile, the City of Apopka has begun plans for acquiring and building an airport. The City has purchase the FBO of the current airport to give them access. These plans include the acquisition of Avion's property as well as property owned by others adjacent to that of Mr. Thompson and OCA. The acquisition of Avion's property by the City of Apopka would provide funds sufficient to pay off all of the mortgages on all of the properties of Mr. Thompson, OCA and Avion. The City of Apopka has issued several letters of intent, and has done the necessary governmental regulatory work and feasibility studies. However, the actual contracting for the acquisition of the property is said to still be months away. Neither OCA nor Avion have employees other than Mr. Thompson, who has done and continues to do the development work for the property and negotiations with the City of Apopka. For this, Mr. Thompson had been receiving \$800 a month from OCA. This money was derived from rents received by OCA from an entity leasing one of OCA's lots. This was discontinued upon the filing of the case. OCA and Avion filed voluntary petitions under Chapter 11 on July 8, 2011.

ARTICLE III -- DEBTOR'S BANKRUPTCY CASE

On July 8, 2011 (the "Petition Date"), Debtor filed petitions for relief under Chapter 11 of the Bankruptcy Code. Since the Petition Date, the Debtor has managed its financial affairs as debtor- in-possession. The following is a summary of selected contested matters and proceedings in the Chapter 11 case:

A. Retention of Professionals. The Debtor has applied for authority to retain the following professionals to assist the Debtor in this case:

<u>Name</u>	<u>Function</u>
Wolff, Hill, McFarlin & Herron, P.A.	Counsel for Debtor-in-Possession

B. DIP Reports. Attached hereto as composite Exhibit A are excerpts of the unaudited Debtor In Possession Operating Reports.

C. Insider. The Insider receives no compensation from the Debtor.

D. Cash Collateral. The Debtor has no cash collateral issues.

E. Stay Relief. Rubright has filed a motion for relief from stay. The motion is currently pending.

F. Joint Administration. On September 2, 2011, this court entered orders granting motions for joint administration of the two bankruptcy cases. Avion is the lead case.

ARTICLE IV -- BUSINESS PLAN AND PROJECTIONS

A. Assumptions. The Debtor makes recommendations and assumptions for implementation of the business plan as follows:

1. Highest and Best Use. The Debtor believes that the sale of the Avion property to the City of Apopka is the highest and best use of the property and will maximize the recovery to the creditors of the Debtor.

B. Financial Projections. If the sale to the city of Apopka is consummated as planned, all creditors will be paid in full.

ARTICLE V -- SUMMARY OF PLAN

The following is a summary of selected provisions of the Plan. This summary is qualified in its entirety by reference to the Plan.

A. Overview of Plan. Under the Plan, Debtor will: (i) continue to work with the City of Apopka for the sale of the Avion property and the development of the Orlando Apopka Airport for twelve months after consummation; and (ii) if the sale to the City of Apopka does not close within twelve months after the Effective Date, the property of both OCA and Avion will be sold at auction. Each allowed secured claim will have the right to credit bid according to their priority on the relevant property.

B. Treatment and Classification of Claims. Holders of Claims or Interests will be classified and treated as follows except to the extent that the holders of such Claims or Interests agree to different treatment. If a Claim qualifies for inclusion in a more specifically

defined Class and a more generally defined Class, then the Claim shall be included only in the more specifically defined Class.

1. **Unimpaired.** The following Classes of Claims and Interests are unimpaired:

Class I - Allowed Other Secured Claims. This Class consists of Secured Claims not otherwise classified under the Plan. Debtor is not aware of any claims in this class. The Plan does not alter the legal, equitable, or contractual rights of the holders of such Claims.

Class II - Allowed Non-Tax Priority Claims. This Class consists of Claims entitled to priority under Code sections 507(a)(1)-(7), except Administrative Expenses. Debtor is not aware of any claims in this Class. Holders of such Claims shall receive on account of such Claims, cash in the amount of such Claims.

Class III - Allowed Interests of Members/Stockholders. The member and owner of the Debtor is James P.A. Thompson. The Plan does not alter the legal, equitable or contractual rights of the owner.

Class IV - Allowed Secured Claims of Orange County Tax Collector - real estate taxes. This Class consists of the Claims for real estate property taxes for 2008, 2009, 2010, and 2011 in the approximate amount of \$30,425.27. The holder of these Claims shall receive cash in the amount of the Allowed Secured Claim.

Class V - Allowed Secured Claims of Tax Certificate Holders - real estate taxes. This Class consists of the Claims of tax certificate holders for real estate property taxes for 2008, 2009, and 2010 in the approximate amount of \$200,000.00. The holder of these Claims shall receive cash in the amount of the Allowed Secured Claims.

2. **Impaired Claims.** The following Claims are impaired:

Class VI - Allowed Secured Claim of Alterna Capital Funding LLC (“Alterna”). The holder of this Allowed Claim shall retain the lien on the property securing the Claim. If the Avion property sells to the City of Apopka within twelve months of the Effective Date, this claim shall be paid in full or as agreed upon by the Debtor or the holder of the claim. If the Avion property does not sell to the City of Apopka within twelve months of the Effective Date, then the OCA and Avion properties will be sold at auction and the holder of the Allowed Claim will be paid after the expenses of the auction according to its priority in the relevant property. The holder of the Allowed Claim will have the right to credit bid at the auction.

Class VII - Allowed Secured Claim of Rubright Family Limited Partnership. The holder of this Allowed Claim shall retain the lien on the property securing the Claim. If the Avion property sells to the City of Apopka within twelve months of the Effective Date, this claim shall be paid in full or as agreed upon by the Debtor or the holder of the claim. If the Avion property does not sell to the City of Apopka within twelve months of the Effective Date, then the OCA and Avion properties will be sold at auction and the holder of the Allowed Claim will be paid after the expenses of the auction according to its priority in the relevant property. The holder of the Allowed Claim will have the right to credit bid at the auction.

Class VIII - Allowed Secured Claim of GE Management, LLC. The holder of this Allowed Claim shall retain the lien on the property securing the Claim. If the Avion property sells to the City of Apopka within twelve months of the Effective Date, this claim shall be paid in full or as agreed upon by the Debtor or the holder of the claim. If the Avion property does not sell to the City of Apopka within twelve months of the Effective Date, then the OCA and Avion properties will be sold at auction and the holder of the Allowed Claim will be paid after the expenses of the auction according to its priority in the relevant property. The holder of the Allowed Claim will have the right to credit bid at the auction.

Class IX - Allowed Secured Claim of Joemar Capital Investments. The holder of this Allowed Claim shall retain the lien on the property securing the Claim. If the Avion property sells to the City of Apopka within twelve months of the Effective Date, this claim shall be paid in full or as agreed upon by the Debtor or the holder of the claim. If the Avion property does not sell to the City of Apopka within twelve months of the Effective Date, then the OCA and Avion properties will be sold at auction and the holder of the Allowed Claim will be paid after the expenses of the auction according to its priority in the relevant property. The holder of the Allowed Claim will have the right to credit bid at the auction.

Class X - Allowed Secured Claim of George S. Hammond. The holder of this Allowed Claim shall retain the lien on the property securing the Claim. If the Avion property sells to the City of Apopka within twelve months of the Effective Date, this claim shall be paid in full or as agreed upon by the Debtor or the holder of the claim. If the Avion property does not sell to the City of Apopka within twelve months of the Effective Date, then the OCA and Avion properties will be sold at auction and the holder of the Allowed Claim will be paid after the expenses of the auction according to its priority in the relevant property. The holder of the Allowed Claim will have the right to credit bid at the auction.

Class XI - Allowed Secured Claim of JEM Equipment Corp. The holder of this Allowed Claim shall retain the lien on the property securing the Claim. If the Avion property sells to the City of Apopka within twelve months of the Effective Date, this claim shall be paid in full or as agreed upon by the Debtor or the holder of the claim. If the Avion property does not sell to the City of Apopka within twelve months of the Effective Date, then the OCA and Avion properties will be sold at auction and the holder of the Allowed Claim will be paid after the expenses of the auction according to its priority in the relevant property. The holder of the Allowed Claim will have the right to credit bid at the auction.

Class XII - Allowed Secured Claim of Richard C. Browne. The holder of this Allowed Claim shall retain the lien on the property securing the Claim. If the Avion property sells to the City of Apopka within twelve months of the Effective Date, this claim shall be paid in full or as agreed upon by the Debtor or the holder of the claim. If the Avion property does not sell to the City of Apopka within twelve months of the Effective Date, then the OCA and Avion properties will be sold at auction and the holder of the Allowed Claim will be paid after the expenses of the auction according to its priority in the relevant property. The holder of the Allowed Claim will have the right to credit bid at the auction.

Class XIII - Allowed Secured Claim of Central Florida State Bank. The holder of this Allowed Claim shall retain the lien on the property securing the Claim. If the Avion property sells to the City of Apopka within twelve months of the Effective Date, this claim shall be paid in full or as agreed upon by the Debtor or the holder of the claim. If the Avion property does not sell to the City of Apopka within twelve months of the Effective Date, then the OCA and Avion properties will be sold at auction and the holder of the Allowed Claim will be paid after the expenses of the auction according to its priority in the relevant property. The holder of the Allowed Claim will have the right to credit bid at the auction.

Class XIV - Allowed Secured Claim of Lydia Goetz Revocable Trust. The holder of this Allowed Claim shall retain the lien on the property securing the Claim. If the Avion property sells to the City of Apopka within twelve months of the Effective Date, this claim shall be paid in full or as agreed upon by the Debtor or the holder of the claim. If the Avion property does not sell to the City of Apopka within twelve months of the Effective Date, then the OCA and Avion properties will be sold at auction and the holder of the Allowed Claim will be paid after the expenses of the auction according to its priority in the relevant property. The holder of the Allowed Claim will have the right to credit bid at the auction.

Class XV - Allowed Secured Claim of Luddy, LLC. The holder of this Allowed Claim shall retain the lien on the property securing the Claim. If the Avion property sells to the City of Apopka within twelve months of the Effective Date, this claim shall be paid in full or as agreed upon by the Debtor or the holder of the claim. If the Avion property does not sell to the City of Apopka within twelve months of the Effective Date, then the OCA and Avion properties will be sold at auction and the holder of the Allowed Claim will be paid after the expenses of the auction according to its priority in the relevant property. The holder of the Allowed Claim will have the right to credit bid at the auction.

Class XVI - Allowed Secured Claim of James H. Schluraff Trust. The holder of this Allowed Claim shall retain the lien on the property securing the Claim. If the Avion property sells to the City of Apopka within twelve months of the Effective Date, this claim shall be paid in full or as agreed upon by the Debtor or the holder of the claim. If the Avion property does not sell to the City of Apopka within twelve months of the Effective Date, then the OCA and Avion properties will be sold at auction and the holder of the Allowed Claim will be paid after the expenses of the auction according to its priority in the relevant property. The holder of the Allowed Claim will have the right to credit bid at the auction.

Class XVII - Allowed Secured Claim of Charlotte S. Schluraff Trust. The holder of this Allowed Claim shall retain the lien on the property securing the Claim. If the Avion property sells to the City of Apopka within twelve months of the Effective Date, this claim shall be paid in full or as agreed upon by the Debtor or the holder of the claim. If the Avion property does not sell to the City of Apopka within twelve months of the Effective Date, then the OCA and Avion properties will be sold at auction and the holder of the Allowed Claim will be paid after the expenses of the auction according to its priority in the relevant property. The holder of the Allowed Claim will have the right to credit bid at the auction.

Class XVIII - Allowed Secured Claim of Internal Revenue Service. The holder of this Allowed Claim shall retain the lien on the property securing the Claim. If the Avion property sells to the City of Apopka within twelve months of the Effective Date, this claim shall be paid in full or as agreed upon by the Debtor or the holder of the claim. If the Avion property does not sell to the City of Apopka within twelve months of the Effective Date, then the OCA and Avion properties will be sold at auction and the holder of the Allowed Claim will be paid after the expenses of the auction according to its priority in the relevant property. The holder of the Allowed Claim will have the right to credit bid at the auction.

Class XIX - Allowed Claims of Unsecured Creditors. If the Avion property sells to the City of Apopka within twelve months of the Effective Date, this claim shall be paid in full or as agreed upon by the Debtor or the holder of the claim. If the Avion property does not sell to the City of Apopka within twelve months of the Effective Date, then the OCA and Avion properties will be sold at auction and the holders of the Allowed Claims will be paid pro rata distributions on their claim after the secured claims and the expenses of the auction are paid under the plan.

Class XX - Allowed Unsecured Claims of Insider. Debtor estimates the amount of Allowed Unsecured Claims of Insider is \$459,723.00. The holder of such Claim will be subordinated to the other claims in this case. The holders of these claims shall receive pro rata distributions of the sale to the City of Apopka or the auction after other creditors are paid.

3. Priority Tax Claims. Such Claims consist of Unsecured Claims of governmental units for taxes allowed under Bankruptcy Code §507(a)(8). Tax Claims have been filed or estimated as follows:

<u>Creditor</u>	<u>Approximate Amount</u>
Internal Revenue Service	\$1,688.26
Florida Dept. of Revenue	128.44

The holders of Allowed Priority Tax Claims will receive regular installment payments in cash of a total value as of the Effective Date equal to the allowed amount of such claim over a period ending not later after the Petition Date in a manner not less favorable than the most favored non-priority unsecured claim.

4. Allowed Administrative Expenses. Administrative Expenses are for any cost or expense of the Chapter 11 Case allowed under Bankruptcy Code §§503(b) and 507(a)(1), including all actual and necessary costs and expenses relating to the preservation of the Debtor's estate or the operation of the Debtor's business, all allowances of compensation or reimbursement of expenses to the extent allowed by the Bankruptcy Code, and all payments arising from the assumption of executory contracts pursuant to Bankruptcy Code §365(b)(1).

Administrative Expenses against the Debtor consist primarily of professional fees which are subject to prior approval of the Bankruptcy Court. Debtor estimates administrative expenses will be less than \$10,000.00.

Each holder of an Allowed Administrative Expense against the Debtor shall receive on account of such Allowed Administrative Expense, the amount of the Allowed Administrative Expense in one cash payment on the Confirmation Date, or shall receive such

other treatment as agreed upon in writing by the Debtor and such holder; provided that: (i) an Administrative Expense representing a liability incurred in the ordinary course of business by the Debtor may be paid in the ordinary course of business by the Debtor; and (ii) the payment of an Allowed Administrative Expense representing a right to payment under §§365(b)(1)(A) and 365(b)(1)(B) of the Bankruptcy Code may be made in one or more cash payments over a period of twelve months or such other period as is determined to be appropriate by the Bankruptcy Court.

C. Executory Contracts And Unexpired Leases.

1. **General.** The Bankruptcy Code gives the Debtor the power, subject to the approval of the Bankruptcy Court, to assume or reject executory contracts and unexpired leases. Rejection or assumption may be effected pursuant to a plan of reorganization. In addition to any executory contract or unexpired lease previously assumed or rejected pursuant to order of the Bankruptcy Court, the Plan constitutes and incorporates any motion by the Debtor to assume or reject executory contracts and leases.

2. **Assume.** The Debtor has only one executory contract, that of the lease with Redd Ash Technologies. The Debtor will assume the lease.

3. **Reject.** The Debtor will reject all executory contracts and unexpired leases not listed in subparagraph 2 or assumed pursuant to Final Order of the Bankruptcy Court. If an executory contract or unexpired lease is rejected, then the other party to the agreement may file a claim for damages incurred by reason of rejection within such time as the bankruptcy court may allow. In the case of rejection of employment agreements and leases of real property, damages are limited under the Bankruptcy Code.

D. Corporate Matters. The Debtor will continue to exist after the Effective Date as a corporation in accordance with the laws of the State of Florida. Debtor's articles of organization and operating agreement will be amended, as necessary, to:

1. provide that the holders of any interests issued after the Effective Date by the Debtor will be entitled to vote upon all matters submitted to a vote of stockholders of the Debtor and shall be entitled to one vote for each share held;

2. prohibit the issuance of non-voting equity securities; and

3. carry out the terms of the Plan.

E. Post-Effective Date Operations. The property of the Debtor's estate will revert in the Debtor on the Effective Date. The Debtor will be allowed to operate its business and may use, acquire, and dispose of property free of any restrictions of the Bankruptcy Code. All property of the Debtor will be free and clear of all Claims and Interests, except as specifically provided in the Plan.

F. Provisions Governing Distributions.

1. Requirement for Allowance of Claims and Interests. No payments or other distributions will be made to or for the benefit of any Claim or Interest that is not "allowed." The Plan defines an "Allowed Claim" as a Claim that is not a Contested Claim. If the Claim is contested, and a proof of such Claim has been filed timely, then the Claim will become an Allowed Claim: (i) if the Claim is not objected to within thirty (30) days after the Confirmation Date; or (ii) if Allowed by Final Order.

2. Date and Delivery of Distribution. Property to be distributed to an impaired Class of Claims or Interests under the Plan shall be distributed on the Distribution Date. Property to be distributed under the Plan to a Class that is not impaired shall be distributed on the latest of: (i) the Distribution Date; and (ii) the date on which the distribution to the holder of the Claim would have been made in the absence of the Plan.

The Debtor or its designated agent will make all distributions and deliveries to holders of Allowed Claims and Allowed Interests at the addresses set forth on the proofs of Claim or proofs of Interest filed by such holders (or at the last known addresses of such holders if no proof of Claim or proof of interest is filed or if the Debtor has been notified of a change of address). If any distribution to a holder is returned as undeliverable, then no further distributions to such holder will be made unless and until the Debtor is notified of such holder's then current address, at which time all missed distributions will be made to such holder, without interest. All Claims for undeliverable distributions must be made on or before the first anniversary of the Distribution Date to prevent their being discharged and forever barred.

In accordance with Bankruptcy Rule 3021, the record date for determining the holders of equity interests entitled to receive the distributions provided under the Plan shall be the Effective Date.

3. **Pro Rata Distribution.** Unless otherwise provided in the Plan, for any Class of Claims that is impaired, the holders of such claims shall receive a Pro Rata Share of the property to be distributed to the Class under the Plan.

4. **De Minimis Distributions.** Notwithstanding any other provision of the Plan, there shall be no distribution of less than \$20.00 on account of any Allowed Claim or Interest. If the Plan contemplates multiple distributions, then the distribution shall accrue, without interest, and will be distributed on account of the Allowed Claim or Interest if and when the amount to be distributed equals or exceeds \$20.00.

5. **Procedures for Resolving Contested Claims or Interests.**

a. **Objection Deadline.** The Debtor may object to any Claim or Interest within the thirty (30) days after the Confirmation Date by filing an objection with the Bankruptcy Court and serving a copy on the holder of the Claim or Interest to which an objection is made, in which event the Claim or Interest will be treated as a Contested Claim or Interest under the Plan.

Contested Claims and Interests shall be determined and liquidated in accordance with applicable law and shall be deemed an Allowed Claim or Interest in such liquidated amount. When a Claim or Interest becomes Allowed, then the Claim or Interest will be paid in accordance with the Plan or as may be agreed by the parties and provided for in the order allowing the Claim or Interest. The Debtor may litigate to judgment, settle, or withdraw objections to Claims and Interests.

b. **No Distributions Pending Allowance.** The Debtor will reserve property to be paid on Contested Claims and Interests. Thus, if a distribution is to be made to holders of Claims and some Contested Claims have not yet been determined and liquidated, then the Debtor will reserve the consideration to be distributed to the holders of such Contested Claim. The amount reserved will be based on what would be paid on account of such Claims if the Claims were Allowed Claims in the full amount asserted. After determination and liquidation or disallowance of the Contested Claims, the Debtor will make the appropriate distribution, if any, to the holders of such Claims or Interests. Any balance representing distributions that would have been made on the disallowed portion of the Contested Claims or Interests will be included in the funds available for distribution generally to holders of Claims or Interests in that Class. The Debtor can give no assurance as to how long it will take to resolve Contested Claims and complete the distribution under the Plan.

G. Discharge of Debtor. The confirmation of the Plan shall effect the discharge of all Claims against the Debtor that arose prior to the Confirmation Date, to the extent provided under §1141 of the Bankruptcy Code. All consideration distributed under the Plan shall be in exchange for and in complete satisfaction, discharge and release of all Claims of any nature whatsoever against the Debtor and its assets and properties.

H. Avoidance Actions. The Debtor retains all avoidance actions under the Bankruptcy Code, including preferential transfers and fraudulent transfers. The Debtor has not determined if any actions exist or whether the Debtor will pursue such actions. If the Debtor pursues these actions, then the net recoveries, if any, will be property of the Debtor and used in the distribution under the Plan.

During the 90 days prior to the Petition Date, the Debtor made payments in excess of \$5,000 on account of antecedent debts as follows:

<u>Name</u>	<u>Amount</u>
None	None

ARTICLE VI -- MANAGEMENT OF REORGANIZED DEBTOR COMPENSATION

Upon the Effective Date, the operation of the reorganized Debtor shall be the general responsibility of the Board of Directors and members of the Debtor, who shall, thereafter, have the responsibility for the management, control, and operation of the reorganized Debtor. Subject to the plan, the management, operation, lease, sale, or abandonment of the assets of the Debtor will be in the sole discretion of the Board of Directors acting in good faith in accordance with the business judgment of the Board of Directors and will not be subject to the supervision of the Bankruptcy Court, the creditors, or anyone else.

ARTICLE VII - CERTAIN RISK FACTORS

A. Projections. The fundamental premise of the Plan is the implementation of the business plan, as reflected in the projections, and the reasonableness of the assumptions underlying the projections. The projections include, among other items, assumptions concerning (1) general economic conditions; (2) the ability to control future expenses; (3) the ability to increase revenues; (4) the ability to make necessary major expenditures; and (5) closing the Funding Agreement.

Although the Debtor believes that the estimates and assumptions included in the projections are reasonable, some or all of them may prove to be inaccurate. Moreover, the actual results of operations are likely to vary from those set forth in the projections, and such variations may be material and adverse.

B. Pro Rata Distributions. Since the Plan proposes to make a pro rata distribution to holders of Allowed Unsecured Claims, the amount and percentage recovered by the holders of such Claims will be directly affected by the amount of all Allowed Unsecured Claims. Contested Claims will be resolved by the Bankruptcy Court. The Debtor cannot predict what the total amount of Allowed Claims will be.

C. Delay. The disbursement of some property might be significantly delayed until Contested Claims and Interests are resolved. Until then, the Debtor cannot calculate the appropriate amount of property to be disbursed to holders of some Claims. Reserves will be estimated, which might allow interim or periodic disbursements to be made to holders of Allowed Claims.

ARTICLE VIII -- ALTERNATIVES TO PLAN

The Debtor has evaluated alternatives to the Plan, including: (a) the immediate sale of the Debtor; and (b) the immediate liquidation of the Debtor. After studying these alternatives, the Debtor has concluded that the Plan is the best alternative and will maximize recoveries by holders of Claims and Interests, assuming confirmation of the Plan and successful implementation of the Debtor's business plan. The following discussion provides a summary of the Debtor's analysis leading to the conclusion that the Plan will provide the highest value to the holders of Claims and Interests.

A. Liquidation. The Debtor has analyzed whether an immediate liquidation of the assets of the Debtor would be in the best interests of creditors. The Debtor estimates there has been a decline in value and Debtor has been unable to refinance or sell the property for an amount sufficient to satisfy secured and priority claims. Moreover, Debtor believes that liquidation would result in substantial diminution in the value to be realized by creditors because of (i) the failure to utilize the expertise of James P.A. Thompson in consummating the sale to the City of Apopka; (ii) failure to obtain new equity investment; (iii) the property is not fully leased; (iv) additional administrative expenses involved in the appointment of the trustee and professionals to assist the trustee; (v) additional expenses and Claims, some of which would be entitled to priority in payments, which would arise by reason of the liquidation and from rejection of leases and other executory contracts in connection with the termination of the Debtor's operations; and (vi) the substantial time which would lapse before creditors would receive any distribution in respect of their Claims. Therefore, the Debtor believes that the Plan provides a substantially greater return to holders of claims and interests than would liquidation.

B. Alternatives if Plan Not Confirmed. If the Plan is not confirmed, then the Debtor, or subject to further extensions of the Debtor's exclusive period under the Bankruptcy Code, any other party in interest in the Chapter 11 Case, could attempt to formulate and propose a different plan or plans of reorganization. Such plans might involve an orderly liquidation of the Debtor's assets or a combination thereof.

If no plan of reorganization can be confirmed, then the Chapter 11 Case may be dismissed or converted to a liquidation proceeding under Chapter 7 of the Bankruptcy Code. The proceeds of the liquidation proceeding would be distributed to the creditors of the Debtor in accordance with the priorities established by the Bankruptcy Code. If the Chapter 11 case is dismissed, then the Debtor expects that the senior mortgage holder will complete a foreclosure sale with no holders of distribution to junior mortgages, Unsecured Claims or Interests.

ARTICLE IX -- ACCEPTANCE AND CONFIRMATION OF PLAN

As a condition of confirmation of the Plan, the Bankruptcy Code requires that the Court determine that: (i) the Plan complies with the technical requirements of Chapter 11 of the Bankruptcy Code; and (ii) that the Debtor's disclosures concerning the Plan have been adequate and have included information concerning all payments made or promises by the Debtor in connection with the Plan and the Chapter 11 Case.

Section 1129 of the Bankruptcy Code, which sets forth the requirements that must be satisfied in order for the Plan to be confirmed, lists the following requirements for the approval of any plan of reorganization:

1. A plan must comply with the applicable provisions of the Bankruptcy Code, including inter alia, §1123(a)(4), which provides that a plan must "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 such particular claim or interest." Such anti-discrimination provision applies to contingent claims (such as guaranty claims) as well as all other claims and interests.

2. The proponent of a plan must comply with the applicable provisions of the Bankruptcy Code.

3. A plan must be proposed in good faith and not by any means forbidden by law.

4. Any payment made or to be made by the proponent, by the Debtor, or by a person issuing securities or acquiring property under a plan, for services or for costs and expenses in or in connection with the case, or in connection with such plan and incident to the case, must be approved by, or be subject to the approval of, the court as reasonable.

5. (a) (i) The proponent of a plan must disclose the identity and affiliations of any individual proposed to serve, after confirmation of such plan, as a director, officer, or voting trustee of the debtor, an affiliate of the debtor participating in a joint plan with the debtor, or a successor to the debtor under such plan; and

(ii) The appointment to, or continuance in, such officer of such individual, must be consistent with the interests of creditors and equity security holders and with public policy; and;

(b) The proponent of a plan must disclose the identity of any insider that will be employed or retained by the reorganized debtor, and the nature of any compensation for each insider.

6. Any governmental regulatory commission with jurisdiction, after confirmation of a plan, over the rates of the debtor must approve any rate change provided for in such plan, or such rate change is expressly conditioned on such approval.

7. Each holder of a claim or interest in an impaired class of claims or interests must have accepted the plan or must receive or retain under the plan on account of such claim or interest property of a value, as of the effective date of the plan, that is not less than the amount that such holder would so receive or retain if the debtor were liquidated under chapter 7 of the Bankruptcy Code on such date; or, if the class is a class of secured claims that elects non-recourse treatment of the claims under §1111(b) of the Bankruptcy Code, each holder of a claim in such class will receive or retain under the plan on account of such claim property of a value, as of the effective date of the plan, that is not less than the value of such holder's interest in the estate's interest in the property that secures such claims.

8. With respect to each class of claims or interests, such class must accept the plan or not be impaired under the plan (subject to the "cramdown" provisions discussed above and below under "Confirmation Without Acceptance By all Impaired Classes.")

9. Except to the extent that the holder of a particular claim has agreed to a different treatment of such claim, a plan must provide that:

a. with respect to an administrative claim and certain claims in an involuntary case, on the effective date of the Plan, the holder of the claim will receive on account of such claim cash equal to the allowed amount of the claim;

b. with respect to a class of priority wage, employee benefit, consumer deposit and certain other claims described in §507(a)(1),(4)-(7) of the Bankruptcy Code, each holder of a claim of such class will receive

(i) if such class has accepted the plan, deferred cash payments of a value, as of the effective date of the plan, equal to the allowed amount of such claim; or

(ii) if such class has not accepted the plan, cash on the effective date of the plan equal to the allowed amount of such claim; and

c. with respect to a priority tax claim of a kind specified in §507(a)(8) of the Bankruptcy Code, the holder of such claim will receive on account of such claim regular installment payments in cash

i) of a total value, as of the effective date of the plan equal to the allowed amount of such claim;

ii) over a period not later than 5 years after the Petition Date; and

iii) in a manner not less favorable than the most favored nonpriority unsecured claim provided for by the plan

10. If a class of claims is impaired under a plan, at least one class of claims that is impaired under such plan must have accepted the plan, determined without including any acceptance of the plan by any insider.

11. Confirmation of a plan must not be likely to be followed by the liquidation, or the need for further financial reorganization, of the debtor or any successor to the debtor under the plan, unless such liquidation or reorganization is proposed in the plan. This is the so-called "feasibility" requirement.

12. All fees payable under §1930 of title 28 of the United States Code, as determined by the Court at the hearing on confirmation of the plan, must have been paid or the plan must provide for the payment of all such fees on the effective date of the plan.

13. A plan must provide for the continuation after its effective date of payment of all retiree benefits, as that term is defined in §1114 of the Bankruptcy Code, at the level established pursuant to subsection (e)(1)(B) or (g) of §1114 of the Bankruptcy Code, at any time prior to confirmation of such plan, for the duration of the period the debtor has obligated itself to provide such benefits.

Debtor believes that the Plan meets all the requirements of §1129(a) of the Bankruptcy Code (other than as to voting, which has not taken place) and will seek a ruling of the Court to this effect at the hearing on confirmation of the Plan. You are urged to consult your own counsel to evaluate each and every one of the standards for confirmation of the Plan under the Bankruptcy Code.

A. Acceptance of the Plan. The Bankruptcy Code defines acceptance of a plan by a Class of:

1. Claims as acceptance by holders of two-thirds in dollar amount and a majority in number of Claims in that Class, but for that purpose counts only those who actually vote to accept or reject the plan;

2. Interests (equity securities) as acceptance by holders of two-thirds of the number of shares, but for this purpose counts only shares actually voted. Holders of Claims or Interests who fail to vote are not counted as either accepting or rejecting a plan.

Classes of Claims or Interests that are not "impaired" under a plan are deemed to have accepted the Plan and are not entitled to vote. Acceptances of the Plan are being solicited only holders of Claims or Interests in an impaired Class. A Class is impaired if the legal, equitable or contractual rights attaching to the Claims or Interests of that Class are modified, other than by curing defaults and reinstating maturity. See "Description of Classification and Treatment of Claims." Acceptances of the Plan are being solicited from holders of Allowed Claims and Interests in the impaired Classes.

B. Best Interests of Creditors and Equity Security Holders - Liquidation Analysis. To confirm the Plan, the Court must determine that the Plan is in the best interests of all Classes of creditors and equity security holders impaired by the Plan. The "best interests" test requires that the Court find either that: (i) all members of an impaired Class of Claims or Interests have accepted the Plan; or (ii) the Plan will provide each non-accepting member of the Class a recovery that has a value at least equal to the value of the distribution that each such member would receive if the debtor were liquidated under Chapter 7 of the Bankruptcy Code.

To calculate what members of each impaired Class of creditors and equity security holders would receive if a debtor were liquidated, the Court must first determine the aggregate dollar amount that would be generated from the debtor's assets if the Chapter 11 case was converted to a Chapter 7 case under the 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, first, the Claims of secured creditors to the extent of the value of their collateral, and, then, by 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 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 Chapter 11 case (such as compensation of attorneys, financial

advisors and accountants) that are allowed in the Chapter 7 case, litigation costs, and Claims arising from the operations of the debtor during the pendency of the Chapter 11 case. The liquidation itself may trigger certain priority Claims, such as Claims for severance pay, and may accelerate other priority payments that otherwise would be due in the ordinary course of business. Those priority Claims would be paid in full out of the liquidation proceeds before the balance would be made available to pay general Claims or to make any distribution in respect of equity Interests.

In liquidation, distinctions among classes of unsecured Claims are generally eliminated. Once the Court ascertains the recoveries in liquidation of secured creditors, priority claimants, general creditors and equity security holders, those recoveries are compared with the distributions offered to each class of Claims or Interests under the plan of reorganization to determine if the plan of reorganization is in the best Interests of creditors and equity security holders of each class.

The Debtor believes that: (a) the Plan is in the best interests of creditors and equity security holders; and (b) the holders of Claims in each impaired Class will receive more under the Plan than they would in liquidation. Therefore, Debtor contends that the Plan is in the best interests of all Classes of creditors and equity security holders impaired by the Plan.

C. Feasibility of the Plan. The Debtor believes that, after the confirmation of the Plan, the Debtor will be able to perform its obligations under the Plan and continue to operate its businesses without further financial reorganization. Debtor contends that the business plan contained herein demonstrates that the Plan is not likely to be followed by the need for liquidation or further reorganization of the Debtor. Confirmation of the Plan will require the Court to determine that the Plan is feasible.

D. Confirmation Without Acceptance of All Impaired Classes. The Bankruptcy Code contains provisions for confirmation of a plan of reorganization even if the plan is not accepted by all impaired classes, as long as at least one impaired Class of Claims has accepted the Plan. The provisions for confirmation of a Plan despite the non-acceptance of one or more impaired Classes of Claims or Interests are set forth in §1129(b) of the Code.

If a Class of unsecured Claims rejects a plan, it may still be confirmed if the plan provides (a) 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 Claims, or (b) that the holder of any Claim or Interest that is junior to the Claims of such Class will not receive or retain any property on account of such junior Claim or Interest.

If a Class of equity security holders rejects a plan, the plan may still be confirmed if the plan provides (a) for each holder of an Interest included in the rejecting Class to 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 (b) that the holder of any Interest that is junior to the Interest of such Class will not receive or retain any property under the plan on account of such junior Interest.

If the Plan is not accepted by the requisite votes received from each impaired Class, the Debtor will consider seeking confirmation of the Plan pursuant to §1129(b) of the Code.

ARTICLE X -- CONCLUSION

DEBTOR BELIEVES THAT CONFIRMATION OF THE PLAN IS DESIRABLE AND IN THE BEST INTERESTS OF CREDITORS AND INTEREST HOLDERS. The Plan provides for an equitable and early distribution of all Classes of the Debtor's creditors and preserves value for equity security holders. Any alternative to confirmation of the Plan, such as liquidation under Chapter 7 of the Bankruptcy Code or attempts by another party in interest to file a plan, would result in significant delays, litigation, and cost. The Debtor believes that a plan filed by another party in interest could only be confirmed over objection of one or more impaired Classes, and would generate costly and time-consuming litigation. Moreover, as described in "Acceptance and Confirmation of the Plan - Best Interest of creditors and Equity Security Holders - Liquidation Analysis," the Debtor believes that creditors will receive greater and earlier recoveries under the Plan than those which could otherwise be achieved. FOR THESE REASONS, THE DEBTOR URGES YOU TO RETURN YOUR BALLOT ACCEPTING THE PLAN.

Dated: October 6, 2011.

/s/ Frank M. Wolff
Frank M. Wolff
Wolff, Hill, McFarlin & Herron, P.A.
1851 W. Colonial Drive
Orlando, FL 32804
Telephone (407) 648-0058
Facsimile (407) 658-0681
fwolff@whmh.com

Attorneys for Debtor and
Debtor-In-Possession

EXHIBIT A

REAL PROPERTY OWNED BY
ORLANDOCOUNTRY AVIATION SERVICES, INC.

Units 15, 121, 123, 124, 139, 140, 141, 144, 145, and J; Units 163, 164, 165, 166, 167, 168, 169, and Tract B, all located at 1321 Apopka Airport Road, Apopka, Florida

EXHIBIT B

REAL PROPERTY OWNED BY AVION POINT WEST, LLC

EXHIBIT "A"

Parcel No. 3

The North ½ of the Southeast ¼ of the Southwest ¼ of Section 35, Township 20 South, Range 27 East, Orange County Florida.

ALSO:

Begin at the Southeast corner of the Northeast ¼ of the Northwest ¼ of Section 2, Township 21 South Range 27 East, Orange County Florida, and run North 89°20'09" East, along the 40 acre line, 40.42 feet, thence North 89°24'16" East 362.92 feet , thence North 32°57'17" West 284.08 feet, thence North 42°31'29" West 512.16 feet, thence North 69°56'59" West 52.50 feet, thence South 00°00'19" East 637.99 feet, thence North 89°20'09" East 146.66 feet to Point of Beginning. Less roads.

Also: The West 132 feet of the South ½ of the South ½ of the Southwest ¼ of the Southeast ¼; and the South ½ of the Southeast ¼ of the Southwest ¼; and the North ½ of the South ½ of the Southwest ¼ of the Southeast ¼, all in Section 35, Township 20 South, Range 27 East, Orange County Florida, EXCEPT: the East 5 ½ acres in the last above described tract.

Also: the Northeast ¼ of the Northwest ¼ of Section 2, Township 21 South, Range 27 East, of the Tallahassee Meridian, Orange County Florida.

LESS AND EXCEPT THE FOLLOWING: Begin at the Southwest corner of the Northeast ¼ of the Northwest ¼ of Section 2, Township 21 South, Range 27 East, and run North 1317.78 feet to the Southwest corner of the Southeast ¼ of the Southwest ¼ of Section 35, Township 20 South, Range 27 East, thence North 3°59'46" West 654.59 feet, thence North 89°22'16" East 180.30 feet, thence South 25°32'44" East 337.98 feet, thence South 41°47'29" East 617.55 feet, thence South 4°25'44" East 89.50 feet, thence South 30°42'59" East 332.36 feet, thence South 48°38'29" East 175.90 feet, thence South 69°56'59" East 235.76 feet, thence South 42°31'29" East 144.00 feet, thence South 0°00'19" East 513.94 feet, thence South 89°20'09" West 1319.62 feet to the Point of Beginning.

Parcel No. 4

The North ½ of the Southwest ¼ of the Southeast ¼; and the South 60 feet of the Northwest ¼ of the Southeast ¼ of Section 35, Township 20 South, Range 27 East, being in Orange County Florida.

LESS the following:

Commence at the Southwest corner of the Northwest ¼ of the Southeast ¼ of Section 35, Township 20 South, Range 27 East, and run North 00°54'31" East, along the West line of said Southeast ¼, 60.00 feet to the South line of Revised Amended Survey and Plot Plan of Orlando-Apopka Airport, a Commercial Land Condominium; thence run South 86°10'29" East, along the South line of said Condominium, 189.55 feet for a Point of Beginning; thence continue South 86°10'29" East, along said South line, 180.45 feet; thence leaving said South line run South 00°54'31" West, 150.00 feet; thence run North 86°10'29" West, 180.45 feet; thence run North 00°54'31" East, 150.00 feet to the Point of Beginning.

AND LESS the following:

Begin at the Southwest corner of the Northwest ¼ of the Southeast ¼ of Section 35, Township 20 South, Range 27 East and run North 00°54'31" East along the West line of said Southeast ¼, 60.00 feet to the South line of Revised Amended Survey and Plot Plan of Orlando-Apopka Airport, a Condominium; thence run South 86°10'29" East along the South line of said Condominium, 189.55 feet; thence leaving

said South line run South 00°54'31" West, 150.00 feet; thence run North 86°10'29" West, 189.55 feet to the said West line of Southeast ¼; thence run North 00°54'31" East along said West line, 90.00 feet to the Point of Beginning.

Parcel No. 5

Begin at the Southeast corner of the Northeast ¼ of the Northwest ¼ of Section 2, Township 21 South, Range 27 East and run North 89°20'09" East, along the 40 acre line, 40.42 feet; thence North 89°24'16" East 362.92 feet; thence North 32°57'17" West 284.08 feet; thence North 42°31'29" West 512.16 feet; thence North 69°56'59" West 52.50 feet; thence South 00°00'19" East 639.77 feet; thence North 89°20'09" East, 146.66 feet to Point of Beginning.

Parcels No. 5 being also described as follows:

A parcel of land situate in the Southeast ¼ of the Southwest ¼, and in the South ½ of the Southwest ¼ of the Southeast ¼ of Section 35, Township 20 South, Range 27 East, and in the Northeast ¼ of the Northwest ¼ and also in the North ½ of the Northeast ¼ of Section 2, Township 21 South, Range 27 East, Orange County, Florida, and being more particularly described as follows:

Commence at the Northwest corner of the South ½ of the Southeast ¼ of the Southwest ¼ of said Section 35 and run South 85°53'48" East along the North line of the South ½ of the Southeast ¼ of the Southwest ¼ of said Section 35, 180.30 feet to the Point of Beginning; thence continue South 85°53'48" East along said North line, 1142.02 feet to the Northeast corner of the South ½ of the Southeast ¼ of the Southwest ¼ of said Section 35; thence leaving said North line run South 0°54'36" West along the East line of the South ½ of the Southeast ¼ of the Southwest ¼ of said Section 35, 655.58 feet to the South ¼ corner of said Section 35 and the North ¼ corner of said Section 2; thence run South 4°24'14" West along the East line of the Northeast ¼ of the Northwest ¼ of said Section 2, 1313.61 feet to the Southeast corner of the Northeast ¼ of the Northwest ¼ of said Section 2; thence leaving said East line run North 86°16'40" West along the South line of the Northeast ¼ of the Northwest ¼ of said Section 2, 146.66 feet; thence leaving said South line run North 4°33'12" East, 636.03 feet; thence run North 65°13'03" West 190.05 feet; thence run North 43°54'33" West 175.90 feet; thence run North 25°59'03" West 332.36 feet; thence run North 0°18'12" East 89.50 feet; thence run North 37°03'33" West 617.56 feet; thence run North 20°48'48" West 337.99 feet to the Point of Beginning;

TOGETHER WITH the South ½ of the Southwest ¼ of the Southeast ¼ of Section 35, Township 20 South, Range 27 East, Orange County, Florida: LESS the East 750.00 feet of the North ½ thereof AND ALSO LESS the East 1188.00 feet of the South ½ thereof:

AND ALSO TOGETHER WITH: Commence at the North ¼ corner of Section 2, Township 21 South, Range 27 East and run South 4°24'14" West along the West line of the Northwest ¼ of the Northeast ¼ of said Section 2, 798.71 feet to the Point of Beginning; thence continue South 4°24'14" West along said West line, 505.35 feet to a point on the North right-of-way line of that certain Agreement for Right-of-Way as recorded in Official Records Book 2775, Page 1189, of the Public Records of Orange County, Florida, said point being North 4°24'14" East 10.05 feet from the Southwest corner of the North ½ of the Northeast ¼ of said Section 2; thence leaving said West line run South 88°24'05" East along the North line of said Agreement for Right-of-Way, 387.14 feet; thence run South 28°23'46" East along said North line of said Agreement for Right-of-Way, 30.75 feet to a point on the South line of the North ½ of the Northeast ¼ of said Section 2 being South 86°02'38" East 403.34 feet from the Southwest corner of the North ½ of the Northeast ¼ of said Section 2, being a point at the beginning of that certain Agreement for Right-of-Way as recorded in Official Records Book 2746, Page 172, of the Public Records of Orange County, Florida; thence run North 4°24'14" East along the East line of the West 403.34 feet of the North ½ of the Northeast ¼ of said Section 2, 30.00 feet; thence run North 86°02'38" West 19.24 feet; thence run North 28°23'46" West 248.57 feet; thence run North 37°57'58" West 370.13 feet to the Point of Beginning.

TOGETHER WITH:

The North $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$, together with the South 60.00 feet of the Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$, Section 35, Township 20 South, Range 27 East. Less Parcel A, more particularly described as follows:

PARCEL A

Begin at the Southwest corner of the Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 35, Township 20 South, Range 27 East and run North $00^{\circ}54'31''$ East along the West line of said Southeast $\frac{1}{4}$, 60.00 feet to the South line of Revised Amended Survey and Plot Plan of Orlando-Apopka Airport, a Condominium; thence run South $89^{\circ}10'29''$ East along the South line of said Condominium, 189.55 feet; thence leaving said South line, run South $00^{\circ}54'31''$ West 150.00 feet; thence run North $89^{\circ}10'29''$ West 189.55 feet to said West line of Southeast $\frac{1}{4}$; thence run North $00^{\circ}54'31''$ East along said West line 90.00 feet to the Point of Beginning.

Also less Parcel B, more particularly described as follows:

PARCEL B

Begin at the Southwest corner of the Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 35, Township 20 South, Range 27 East and run North $00^{\circ}54'31''$ East along the West line of said Southeast $\frac{1}{4}$, 60.00 feet to the South line of Revised Amended Survey and Plot Plan of Orlando-Apopka Airport, a Condominium; thence run South $89^{\circ}10'29''$ East along the South line of said Condominium, 189.55 feet for a Point of Beginning; thence continue South $89^{\circ}10'29''$ East along said South line, 180.45 feet; thence leaving said South line run South $00^{\circ}54'31''$ West 150.00 feet; thence run North $89^{\circ}10'29''$ West, 180.45 feet; thence run North $00^{\circ}54'31''$ East, 150.00 feet to the Point of Beginning.

TOGETHER WITH: The North $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 35, Township 20 South, Range 27 East.

EXHIBIT C

EXCERPTS FROM UNAUDITED DIP REPORTS

SCHEDULE OF RECEIPTS AND DISBURSEMENTS
FOR THE PERIOD BEGINNING _____ AND ENDING _____

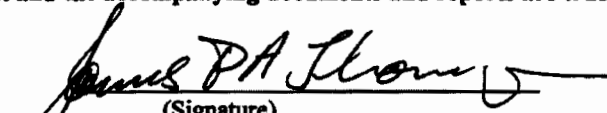
Name of Debtor: Avion Point West, LLC
 Date of Petition: July 8, 2011

Case Number 6:11-bk-10464-KSJ

	<u>CURRENT</u> <u>MONTH</u>	<u>CUMULATIVE</u> <u>PETITION TO DATE</u>
1. FUNDS AT BEGINNING OF PERIOD	<u>0.00</u> (a)	_____ (b)
2. RECEIPTS:		
A. Cash Sales	_____	_____
Minus: Cash Refunds	<u>(-)</u>	_____
Net Cash Sales	_____	_____
B. Accounts Receivable	_____	_____
C. Other Receipts (See MOR-3)	_____	_____
(If you receive rental income, you must attach a rent roll.)		
3. TOTAL RECEIPTS (Lines 2A+2B+2C)	<u>0.00</u>	_____
4. TOTAL FUNDS AVAILABLE FOR OPERATIONS (Line 1 + Line 3)	<u>0.00</u>	_____
5. DISBURSEMENTS		
A. Advertising	_____	_____
B. Bank Charges	_____	_____
C. Contract Labor	_____	_____
D. Fixed Asset Payments (not incl. in "N")	_____	_____
E. Insurance	_____	_____
F. Inventory Payments (See Attach. 2)	_____	_____
G. Leases	_____	_____
H. Manufacturing Supplies	_____	_____
I. Office Supplies	_____	_____
J. Payroll - Net (See Attachment 4B)	_____	_____
K. Professional Fees (Accounting & Legal)	_____	_____
L. Rent	_____	_____
M. Repairs & Maintenance	_____	_____
N. Secured Creditor Payments (See Attach. 2)	_____	_____
O. Taxes Paid - Payroll (See Attachment 4C)	_____	_____
P. Taxes Paid - Sales & Use (See Attachment 4C)	_____	_____
Q. Taxes Paid - Other (See Attachment 4C)	_____	_____
R. Telephone	_____	_____
S. Travel & Entertainment	_____	_____
Y. U.S. Trustee Quarterly Fees	_____	_____
U. Utilities	_____	_____
V. Vehicle Expenses	_____	_____
W. Other Operating Expenses (See MOR-3)	_____	_____
6. TOTAL DISBURSEMENTS (Sum of 5A thru W)	_____	_____
7. ENDING BALANCE (Line 4 Minus Line 6)	<u>0.00</u> (c)	_____ (c)

I declare under penalty of perjury that this statement and the accompanying documents and reports are true and correct to the best of my knowledge and belief.

This 17 day of 8, 2011.



 (Signature)

- (a) This number is carried forward from last month's report. For the first report only, this number will be the balance as of the petition date.
- (b) This figure will not change from month to month. It is always the amount of funds on hand as of the date of the petition.
- (c) These two amounts will always be the same if form is completed correctly.

SCHEDULE OF RECEIPTS AND DISBURSEMENTS
FOR THE PERIOD BEGINNING 07/08/11 AND ENDING 07/31/11

Name of Debtor: Orlando Country Aviation Services, Inc. Case Number 6:11-bk-10465-KSJ
 Date of Petition: July 8, 2011

	<u>CURRENT MONTH</u>	<u>CUMULATIVE PETITION TO DATE</u>
1. FUNDS AT BEGINNING OF PERIOD	<u>-69.86</u> (a)	<u>-69.86</u> (b)
2. RECEIPTS:		
A. Cash Sales	_____	_____
Minus: Cash Refunds	<u>(-)</u>	_____
Net Cash Sales	_____	_____
B. Accounts Receivable	_____	_____
C. Other Receipts (See MOR-3)	<u>104.86</u>	<u>104.86</u>
(If you receive rental income, you must attach a rent roll.)		
3. TOTAL RECEIPTS (Lines 2A+2B+2C)	<u>104.86</u>	<u>104.86</u>
4. TOTAL FUNDS AVAILABLE FOR OPERATIONS (Line 1 + Line 3)	<u>35.00</u>	<u>35.00</u>
5. DISBURSEMENTS		
A. Advertising	_____	_____
B. Bank Charges	<u>35.00</u>	<u>35.00</u>
C. Contract Labor	_____	_____
D. Fixed Asset Payments (not incl. in "N")	_____	_____
E. Insurance	_____	_____
F. Inventory Payments (See Attach. 2)	_____	_____
G. Leases	_____	_____
H. Manufacturing Supplies	_____	_____
I. Office Supplies	_____	_____
J. Payroll - Net (See Attachment 4B)	_____	_____
K. Professional Fees (Accounting & Legal)	_____	_____
L. Rent	_____	_____
M. Repairs & Maintenance	_____	_____
N. Secured Creditor Payments (See Attach. 2)	_____	_____
O. Taxes Paid - Payroll (See Attachment 4C)	_____	_____
P. Taxes Paid - Sales & Use (See Attachment 4C)	_____	_____
Q. Taxes Paid - Other (See Attachment 4C)	_____	_____
R. Telephone	_____	_____
S. Travel & Entertainment	_____	_____
Y. U.S. Trustee Quarterly Fees	_____	_____
U. Utilities	_____	_____
V. Vehicle Expenses	_____	_____
W. Other Operating Expenses (See MOR-3)	_____	_____
6. TOTAL DISBURSEMENTS (Sum of 5A thru W)	<u>35.00</u>	<u>35.00</u>
7. ENDING BALANCE (Line 4 Minus Line 6)	<u>0.00</u> (c)	<u>0.00</u> (c)

I declare under penalty of perjury that this statement and the accompanying documents and reports are true and correct to the best of my knowledge and belief.

This 17 day of August, 2011.



 James P.A. Thompson

- (a) This number is carried forward from last month's report. For the first report only, this number will be the balance as of the petition date.
- (b) This figure will not change from month to month. It is always the amount of funds on hand as of the date of the petition.
- (c) These two amounts will always be the same if form is completed correctly.

EXHIBIT D

DEBTOR'S PLAN OF REORGANIZATION

UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF FLORIDA
ORLANDO DIVISION

IN RE

Avion Point West, LLC
Jointly Administered with
Orlando Country Aviation Services, Inc.

Case No. 6:11-bk-10364-KSJ
Case No. 6:11-bk-10365-KSJ

Debtors.

DEBTORS' FIRST JOINT PLAN OF REORGANIZATION

Dated October 6, 2011

Frank M. Wolff
Florida Bar No. 319521
Wolff, Hill, McFarlin & Herron, P.A.
1851 W. Colonial Drive
Orlando, FL 32804
Telephone (407) 648-0058
Facsimile (407) 648-0681
fwolff@whmh.com

Attorneys for Debtors and
Debtors in Possession

TABLE OF CONTENTS

<u>ARTICLE I -- DEFINITIONS - INTERPRETATION</u>	<u>1</u>
A. Definitions.....	<u>1</u>
B. Bankruptcy Code Definitions.....	<u>4</u>
C. Interpretation.....	<u>4</u>
<u>ARTICLE II -- TREATMENT AND CLASSIFICATION OF CLAIMS AND INTERESTS</u>	<u>4</u>
A. General Rules of Classification	<u>4</u>
B. Unimpaired	<u>5</u>
C. Impaired	<u>5</u>
D. Allowed Priority Tax Claims	<u>9</u>
E. Allowed Administrative Claims	<u>9</u>
F. Impairment/Classification Controversies.....	<u>9</u>
<u>ARTICLE III -- EXECUTORY CONTRACTS AND UNEXPIRED LEASES</u>	<u>9</u>
<u>ARTICLE IV -- ACCEPTANCE OR REJECTION OF PLAN; EFFECT OF REJECTION BY ONE OR MORE CLASSES</u>	<u>10</u>
A. Classes Entitled to Vote.....	<u>10</u>
B. Class Acceptance Requirement.....	<u>10</u>
C. Cramdown.....	<u>10</u>
<u>ARTICLE V -- MEANS FOR IMPLEMENTATION OF PLAN</u>	<u>11</u>
A. Continued Corporate Existence	<u>11</u>
B. Directors/Members	<u>11</u>
C. Restated Articles and Bylaws.....	<u>11</u>
D. Revesting of Assets.....	<u>11</u>
E. Assumption of Liabilities.....	<u>11</u>
F. Avoidance Actions.....	<u>11</u>
<u>ARTICLE VI -- PROVISIONS GOVERNING DISTRIBUTION</u>	<u>12</u>
A. Pro Rata Distribution	<u>12</u>
B. De Minimis Distributions	<u>12</u>
C. Distribution Date.....	<u>12</u>
D. Disbursing Agent	<u>12</u>
E. Cash Payments	<u>12</u>
F. Delivery of Distributions	<u>13</u>
G. Time Bar to Cash Payments.....	<u>13</u>

<u>ARTICLE VII -- PROCEDURES FOR RESOLVING AND TREATING CONTESTED CLAIMS</u>	<u>13</u>
A. Objection Deadline	<u>13</u>
B. Prosecution of Objections	<u>13</u>
C. No Distributions Pending Allowances	<u>13</u>
D. Escrow of Allocated Distributions	<u>13</u>
E. Distributions After Allowance	<u>14</u>
F. Distributions After Disallowance	<u>14</u>
<u>ARTICLE VIII -- TRUSTEE FEES</u>	<u>15</u>

Avion Point West, LLC and Orlando Country Aviation Services, Inc., (collectively, the “Debtor”) file this Plan pursuant to Section 1121 of the Bankruptcy Code.

ARTICLE I -- DEFINITIONS - INTERPRETATION

A. Definitions. For purposes of this Plan, the following definitions shall apply unless the context clearly requires otherwise:

1. Administrative Expense shall mean a cost or expense of administration of the Chapter 11 Case allowed under §§503(b) and 507(a)(2) of the Bankruptcy Code.

2. Allowed when used with respect to a Claim or Interest, shall mean a Claim or Interest (a) proof of which was filed with the Bankruptcy Court on or before the Bar Date, and (i) as to which no objection has been filed by the Objection Deadline, unless such Claim or Interest is to be determined in a forum other than the Bankruptcy Court, in which case such Claim or Interest shall not become allowed until determined by Final Order of such other forum and allowed by Final Order of the Bankruptcy Court; or (ii) as to which an objection was filed by the Objection Deadline, to the extent allowed by a Final Order; (b) allowed by a Final Order; or (c) listed in the Debtor's schedules filed in connection with this Chapter 11 Case and not identified as contingent, unliquidated, or disputed.

3. Bankruptcy Rules mean the Federal Rules of Bankruptcy Procedure, as amended, and as supplemented by the Local Rules of Practice and Procedure of the Bankruptcy Court, as amended.

4. Bar Date shall mean the date fixed by order of the Bankruptcy Court by which a proof of Claim or Interest must be filed against the Debtor.

5. Bankruptcy Code shall mean 11 U.S.C. §101 et seq., and any amendments thereto.

6. Bankruptcy Court shall mean the United States Bankruptcy Court, Middle District of Florida, Orlando Division, and any court having competent jurisdiction to hear appeals or certiorari proceedings therefrom.

7. Business Day shall mean any day except Saturday, Sunday, or any legal holiday.

8. Chapter 11 Case shall mean the Chapter 11 reorganization cases of Avion Point West, LLC, Case no. 6:11-bk-10364-KSJ and Orlando Country Aviation Services, Inc., Case no. 6:11-bk-10365-KSJ, filed in the Middle District of Florida, Orlando,

Division, and jointly administered pursuant to this court's orders dated September 2, 2011, the lead case being Avion Point West, LLC.

9. Claim shall mean, as defined in §101(5) of the Bankruptcy Code: (a) any right to payment from the Debtor, whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured; or (b) any right to an equitable remedy for breach of performance if such breach gives rise to a right of payment from the Debtor, whether or not such right to an equitable remedy is reduced to judgment, fixed, contingent, matured, unmatured, disputed, undisputed, secured or unsecured.

10. Class means a group of Claims of Interests substantially similar to each other as classified under this Plan.

11. Confirmation Date shall mean the date of entry of the Confirmation Order.

12. Confirmation Order shall mean the order entered by the Bankruptcy Court confirming the Plan.

13. Contested when used with respect to a Claim or Interest, shall mean a Claim or Interest that is not an Allowed Claim or Interest.

14. Disallowed when used with respect to a Claim or Interest, shall mean a Claim or Interest to the extent 10 days has expired since it has been disallowed by order of the Bankruptcy Court, unless proper application for a stay of such order has been made within such 10 day period, in which case the Claim or Interest shall be disallowed 30 days after entry of the order disallowing such Claim or Interest, unless prior to the expiration of such period, a stay is obtained with respect to the order disallowing the Claim or Interest.

15. Disclosure Statement means the disclosure statement of the same date as this Plan that was filed by the Debtor and approved by the Bankruptcy Court pursuant to Bankruptcy Code Section 1125 and any amendments thereto, including all exhibits.

16. Distribution Date when used with respect to each Claim or Interest shall mean as soon as practicable after the later of (a) the Effective Date, or (b) the first Business Day of the next calendar month after the date upon which the Claim or Interest becomes an Allowed Claim or Interest, unless the Claim or Interest becomes an Allowed Claim or Interest within fifteen days before the first Business Day of the next calendar month, in which case the Distribution Date shall be the first Business Day of the next succeeding calendar month.

17. Effective Date shall mean: (a) if no stay of the Confirmation Order is in effect, then the date which a Business Day selected by the Debtor which is not more than thirty (30) days following the date of the Confirmation Order; or (b) if a stay of the Confirmation Order is in effect, then the date which is a Business Day selected by the Debtor which is not more than thirty (30) days following the date the stay is vacated or any appeal, rehearing, remand or petition for certiorari is resolved in a manner that does not reverse or materially modify the Confirmation Order.

18. Final Order means an order of the Bankruptcy Court, which order shall not have been reversed, stayed, modified or amended and the time to appeal from or to seek review or rehearing of such order shall have expired and which shall have become final in accordance with applicable law.

19. Interest means the equity interests in the Debtor.

20. Objection Deadline means the date by which objections to Claims and Interests must be filed with the Bankruptcy Court which shall be 30 days after the Confirmation Date, unless otherwise extended by the Bankruptcy Court.

21. Other Secured Claims means any Secured Claim except the Secured Claims separately classified under the Plan.

22. Petition Date shall mean July 8, 2011, the date on which the petitions for relief were filed in the Chapter 11 cases.

23. Plan shall mean this Chapter 11 plan, as amended in accordance with the terms hereof or modified in accordance with the Bankruptcy Code.

24. Priority Non-Tax Claim shall mean a Claim entitled to priority pursuant to §§507(a)(3), 507(a)(4), 507(a)(5), 507(a)(6) or 507(a)(7) of the Bankruptcy Code.

25. Priority Tax Claim shall mean a Claim entitled to priority pursuant to §507(a)(8) of the Bankruptcy Code.

26. Pro Rata Share means the ratio that the amount of a particular Allowed Claim or Interest bears to the total amount of Allowed Claims or Interests of the same class, including Contested Claims or Interests, but not including Disallowed Claims or Interests, as calculated by the Debtor as of the Distribution Date.

27. Secured Claim shall mean a Claim secured by a lien against property in which the Debtor has an interest, or which is subject to setoff under §553 of the Bankruptcy Code to the extent of the value (determined in accordance with §506(a) of the Bankruptcy Code) of the interest of the holder of such Claim in the Debtor's interest in such property or to the extent of the amounts subject to such setoff, as the case may be.

28. Unsecured Claim means a Claim other than an Administrative Expense, a Priority Non-Tax Claim, a Priority Tax Claim, or a Secured Claim.

B. Bankruptcy Code Definitions. Definitions in the Bankruptcy Code and Bankruptcy Rules shall be applicable to the Plan unless otherwise defined in the Plan. The rules of construction in Bankruptcy Code §102 shall apply to the Plan.

C. Interpretation. Unless otherwise specified, all section, article and exhibit references in the Plan are to the respective section in, article of, or exhibit to, the Plan, as the same may be amended, waived, or modified from time to time. The headings in the Plan are for convenience of reference only and shall not limit or otherwise affect the provisions hereof. Words denoting the singular number shall include the plural number and vice versa, and words denoting one gender shall include the other gender. As to contested matters, adversary proceedings, and other actions or threatened actions, this Plan and the Disclosure Statement shall not be construed as a stipulation or admission, but rather, as a statement made in settlement negotiations.

ARTICLE II -- TREATMENT AND CLASSIFICATION OF CLAIMS AND INTERESTS

Claims against and Interests in the Debtor will be classified and treated as follows except to the extent otherwise agreed.

A. General Rules of Classification. Generally, a Claim or Interest is classified in a particular Class only to the extent the Claim or Interest qualifies within the description of the Class, and is classified in another Class or Classes to the extent any remainder of the Claim qualifies within the description of such other Class. If a Claim qualifies for inclusion in a more specifically defined Class, then the Claim shall be included only in the more specifically defined Class. Notwithstanding anything contained herein to the contrary, if a Claim is not allowed, then the Debtor is not bound by any classification made or implied herein.

B. Unimpaired. The following classes of Claims are unimpaired:

Class I - Allowed Other Secured Claims. This Class consists of Secured Claims not otherwise classified under the Plan. Debtor is not aware of any claims in this class. The Plan does not alter the legal, equitable, or contractual rights of the holders of such Claims.

Class II - Allowed Non-Tax Priority Claims. This Class consists of Claims entitled to priority under Code sections 507(a)(1)-(7), except Administrative Expenses. Debtor is not aware of any claims in this Class. Holders of such Claims shall receive on account of such Claims, cash in the amount of such Claims.

Class III - Allowed Interests of Members/Stockholders. The member and owner of the Debtor is James P.A. Thompson. The Plan does not alter the legal, equitable or contractual rights of the owner.

Class IV - Allowed Secured Claims of Orange County Tax Collector - real estate taxes. This Class consists of the Claims for real estate property taxes for 2008, 2009, 2010, and 2011 in the approximate amount of \$30,425.27. The holder of these Claims shall receive cash in the amount of the Allowed Secured Claim.

Class V - Allowed Secured Claims of Tax Certificate Holders - real estate taxes. This Class consists of the Claims of tax certificate holders for real estate property taxes for 2008, 2009, and 2010 in the approximate amount of \$200,000.00. The holder of these Claims shall receive cash in the amount of the Allowed Secured Claims.

C. Impaired. The following Claims and Interests are impaired:

Class VI - Allowed Secured Claim of Alterna Capital Funding LLC (“Alterna”). The holder of this Allowed Claim shall retain the lien on the property securing the Claim. If the Avion property sells to the City of Apopka within twelve months of the Effective Date, this claim shall be paid in full or as agreed upon by the Debtor or the holder of the claim. If the Avion property does not sell to the City of Apopka within twelve months of the Effective Date, then the OCA and Avion properties will be sold at auction and the holder of the Allowed Claim will be paid after the expenses of the auction according to its priority in the relevant property. The holder of the Allowed Claim will have the right to credit bid at the auction.

Class VII - Allowed Secured Claim of Rubright Family Limited Partnership.

The holder of this Allowed Claim shall retain the lien on the property securing the Claim. If the Avion property sells to the City of Apopka within twelve months of the Effective Date, this claim shall be paid in full or as agreed upon by the Debtor or the holder of the claim. If the Avion property does not sell to the City of Apopka within twelve months of the Effective Date, then the OCA and Avion properties will be sold at auction and the holder of the Allowed Claim will be paid after the expenses of the auction according to its priority in the relevant property. The holder of the Allowed Claim will have the right to credit bid at the auction.

Class VIII - Allowed Secured Claim of GE Management, LLC.

The holder of this Allowed Claim shall retain the lien on the property securing the Claim. If the Avion property sells to the City of Apopka within twelve months of the Effective Date, this claim shall be paid in full or as agreed upon by the Debtor or the holder of the claim. If the Avion property does not sell to the City of Apopka within twelve months of the Effective Date, then the OCA and Avion properties will be sold at auction and the holder of the Allowed Claim will be paid after the expenses of the auction according to its priority in the relevant property. The holder of the Allowed Claim will have the right to credit bid at the auction.

Class IX - Allowed Secured Claim of Joemar Capital Investments.

The holder of this Allowed Claim shall retain the lien on the property securing the Claim. If the Avion property sells to the City of Apopka within twelve months of the Effective Date, this claim shall be paid in full or as agreed upon by the Debtor or the holder of the claim. If the Avion property does not sell to the City of Apopka within twelve months of the Effective Date, then the OCA and Avion properties will be sold at auction and the holder of the Allowed Claim will be paid after the expenses of the auction according to its priority in the relevant property. The holder of the Allowed Claim will have the right to credit bid at the auction.

Class X - Allowed Secured Claim of George S. Hammond.

The holder of this Allowed Claim shall retain the lien on the property securing the Claim. If the Avion property sells to the City of Apopka within twelve months of the Effective Date, this claim shall be paid in full or as agreed upon by the Debtor or the holder of the claim. If the Avion property does not sell to the City of Apopka within twelve months of the Effective Date, then the OCA and Avion properties will be sold at auction and the holder of the Allowed Claim will be paid after the expenses of the auction according to its priority in the relevant property. The holder of the Allowed Claim will have the right to credit bid at the auction.

Class XI - Allowed Secured Claim of JEM Equipment Corp. The holder of this Allowed Claim shall retain the lien on the property securing the Claim. If the Avion property sells to the City of Apopka within twelve months of the Effective Date, this claim shall be paid in full or as agreed upon by the Debtor or the holder of the claim. If the Avion property does not sell to the City of Apopka within twelve months of the Effective Date, then the OCA and Avion properties will be sold at auction and the holder of the Allowed Claim will be paid after the expenses of the auction according to its priority in the relevant property. The holder of the Allowed Claim will have the right to credit bid at the auction.

Class XII - Allowed Secured Claim of Richard C. Browne. The holder of this Allowed Claim shall retain the lien on the property securing the Claim. If the Avion property sells to the City of Apopka within twelve months of the Effective Date, this claim shall be paid in full or as agreed upon by the Debtor or the holder of the claim. If the Avion property does not sell to the City of Apopka within twelve months of the Effective Date, then the OCA and Avion properties will be sold at auction and the holder of the Allowed Claim will be paid after the expenses of the auction according to its priority in the relevant property. The holder of the Allowed Claim will have the right to credit bid at the auction.

Class XIII - Allowed Secured Claim of Central Florida State Bank. The holder of this Allowed Claim shall retain the lien on the property securing the Claim. If the Avion property sells to the City of Apopka within twelve months of the Effective Date, this claim shall be paid in full or as agreed upon by the Debtor or the holder of the claim. If the Avion property does not sell to the City of Apopka within twelve months of the Effective Date, then the OCA and Avion properties will be sold at auction and the holder of the Allowed Claim will be paid after the expenses of the auction according to its priority in the relevant property. The holder of the Allowed Claim will have the right to credit bid at the auction.

Class XIV - Allowed Secured Claim of Lydia Goetz Revocable Trust. The holder of this Allowed Claim shall retain the lien on the property securing the Claim. If the Avion property sells to the City of Apopka within twelve months of the Effective Date, this claim shall be paid in full or as agreed upon by the Debtor or the holder of the claim. If the Avion property does not sell to the City of Apopka within twelve months of the Effective Date, then the OCA and Avion properties will be sold at auction and the holder of the Allowed Claim will be paid after the expenses of the auction according to its priority in the relevant property. The holder of the Allowed Claim will have the right to credit bid at the auction.

Class XV - Allowed Secured Claim of Luddy, LLC. The holder of this Allowed Claim shall retain the lien on the property securing the Claim. If the Avion property sells to the City of Apopka within twelve months of the Effective Date, this claim shall be paid in full or as agreed upon by the Debtor or the holder of the claim. If the Avion property does not sell to the City of Apopka within twelve months of the Effective Date, then the OCA and Avion properties will be sold at auction and the holder of the Allowed Claim will be paid after the expenses of the auction according to its priority in the relevant property. The holder of the Allowed Claim will have the right to credit bid at the auction.

Class XVI - Allowed Secured Claim of James H. Schluraff Trust. The holder of this Allowed Claim shall retain the lien on the property securing the Claim. If the Avion property sells to the City of Apopka within twelve months of the Effective Date, this claim shall be paid in full or as agreed upon by the Debtor or the holder of the claim. If the Avion property does not sell to the City of Apopka within twelve months of the Effective Date, then the OCA and Avion properties will be sold at auction and the holder of the Allowed Claim will be paid after the expenses of the auction according to its priority in the relevant property. The holder of the Allowed Claim will have the right to credit bid at the auction.

Class XVII - Allowed Secured Claim of Charlotte S. Schluraff Trust. The holder of this Allowed Claim shall retain the lien on the property securing the Claim. If the Avion property sells to the City of Apopka within twelve months of the Effective Date, this claim shall be paid in full or as agreed upon by the Debtor or the holder of the claim. If the Avion property does not sell to the City of Apopka within twelve months of the Effective Date, then the OCA and Avion properties will be sold at auction and the holder of the Allowed Claim will be paid after the expenses of the auction according to its priority in the relevant property. The holder of the Allowed Claim will have the right to credit bid at the auction.

Class XVIII - Allowed Secured Claim of Internal Revenue Service. The holder of this Allowed Claim shall retain the lien on the property securing the Claim. If the Avion property sells to the City of Apopka within twelve months of the Effective Date, this claim shall be paid in full or as agreed upon by the Debtor or the holder of the claim. If the Avion property does not sell to the City of Apopka within twelve months of the Effective Date, then the OCA and Avion properties will be sold at auction and the holder of the Allowed Claim will be paid after the expenses of the auction according to its priority in the relevant property. The holder of the Allowed Claim will have the right to credit bid at the auction.

Class XIX - Allowed Claims of Unsecured Creditors. If the Avion property sells to the City of Apopka within twelve months of the Effective Date, this claim shall be paid in full or as agreed upon by the Debtor or the holder of the claim. If the Avion property does not sell to the City of Apopka within twelve months of the Effective Date, then the OCA and Avion properties will be sold at auction and the holders of the Allowed Claims will be paid pro rata distributions on their claim after the secured claims and the expenses of the auction are paid under the plan.

Class XX - Allowed Unsecured Claims of Insider. Debtor estimates the amount of Allowed Unsecured Claims of Insider is \$459,723.00. The holder of such Claim will be subordinated to the other claims in this case. The holders of these claims shall receive pro rata distributions of the sale to the City of Apopka or the auction after other creditors are paid.

D. Allowed Priority Tax Claims. The holders of Allowed Priority Tax Claims will receive regular installment payments in cash of a total value as of the Effective Date equal to the allowed amount of such claim over a period ending not later after the Petition Date in a manner not less favorable than the most favored non-priority unsecured claim.

E. Allowed Administrative Claims. Each holder of an Allowed Administrative Expense against the Debtor shall receive on account of such Claim, the amount of such holder's Allowed Expense in one cash payment on the Distribution Date, or shall receive such other treatment as agreed upon in writing by the Debtor and such holder; provided that: (i) an Administrative Expense representing a liability incurred in the ordinary course of business by the Debtor may be paid in the ordinary course of business by the Debtor; and (ii) the payment of an Allowed Administrative Expense representing a right to payment under §365(b)(1)(A) and §365(b)(1)(B) of the Bankruptcy Code may be made in one or more cash payments over a period of twelve (12) months or such other period as is determined to be appropriate by the Bankruptcy Court.

F. Impairment/Classification Controversies. If there is a controversy regarding the classification or impairment of a Claim or Interest, then such controversy shall be determined by the Bankruptcy Court after notice and a hearing.

ARTICLE III -- EXECUTORY CONTRACTS AND UNEXPIRED LEASES

In addition to executory contracts and unexpired leases previously assumed or rejected by the Debtor pursuant to Final Order of the Bankruptcy Court, the Plan constitutes and incorporates any motion by the Debtor to:

- a. assume the following executory contracts and unexpired leases:

Redd Ash Technologies, tenant for Unit J

- b. reject all executory contracts and unexpired leases not listed in subparagraph a. or assumed pursuant to Final Order of the Bankruptcy Court.

If the Bankruptcy Court has not previously entered an order approving assumption, rejection and/or assignment of leases and contracts, then the confirmation order shall constitute an order of the bankruptcy court approving all such assumptions, assignments, and rejections of executory contracts and unexpired leases as of the Effective Date. Any monetary amounts by which the contracts and leases to be assumed under the Plan are in default shall be satisfied, at the Debtor's option, by: (i) one cash payment on the Distribution Date in the amount of such default; (ii) upon such terms as may be approved by the Bankruptcy Court at the hearing on confirmation of the Plan; (iii) as otherwise agreed by the parties.

If an executory contract or unexpired lease is rejected, then the other party to the agreement may file a claim for damages incurred by reason of rejection within such time as the Bankruptcy Court may allow. In the case of rejection of employment agreements and leases of real property, damages are limited under the Bankruptcy Code.

ARTICLE IV -- ACCEPTANCE OR REJECTION OF PLAN;
EFFECT OF REJECTION BY ONE OR MORE CLASSES

A. Classes Entitled to Vote. Each impaired Class of Claims or Interests shall be entitled to vote separately to accept or reject the Plan. Any unimpaired Class of Claims or Interests shall not be entitled to vote to accept or reject the Plan.

B. Class Acceptance Requirement. A Class of Claims shall have accepted the Plan if it is accepted by at least two thirds in amount and more than one-half in number of the Allowed Claims of such class that had voted on the Plan. A Class of Interests shall have accepted the plan if it is accepted by at least two thirds in amount of the Allowed Interests of such Class that had voted on the Plan. If any ballot is executed and timely filed by the holder of an Allowed Claim or Interest but does not indicate acceptance or rejection of the Plan, then the ballot shall be deemed to be an acceptance.

C. Cramdown. If any impaired Class of Claims or Interests shall fail to accept the Plan in accordance with Bankruptcy Code §1129(a), then the Debtor reserves the right to

request that the Bankruptcy Court confirm the Plan in accordance with Bankruptcy Code §1129(b).

ARTICLE V -- MEANS FOR IMPLEMENTATION OF PLAN

A. Continued Corporate Existence. The Debtor shall continue to exist after the Effective Date as a corporate entity in accordance with the laws of the State of Florida.

B. Directors/Members. The managing member and director of the Debtor until the Effective Date shall be James P.A. Thompson. After the Effective Date, the holders of Interests may elect new managing members. The tenure and manner of selection of the managers of the Debtor shall be as provided in the Operating Agreement and Articles and Bylaws of Debtor.

C. Restated Articles and Bylaws. The Operating Agreement and Bylaws of Debtor shall be amended as necessary to satisfy the provisions of the Plan and Bankruptcy Code, including to:

1. Prohibit the issuance of non-voting equity securities.
2. Provide that the holders of equity securities issued by the Debtor after the Effective Date shall be entitled to vote upon all matters submitted to a vote of stockholders of the Debtor and shall be entitled to one vote for each share held.

D. Revesting of Assets. The property of the estate of the Debtor shall revert in the Debtor on the Effective Date, except as otherwise provided in the Plan. On and after the Effective Date, the Debtor may operate its business and may use, acquire, and dispose of property free of any restrictions of the Bankruptcy Code. As of the Effective Date, all property of the Debtor shall be free and clear of all Claims and Interests, except as specifically provided in the Plan.

E. Assumption of Liabilities. The liability for and obligation to make the distributions required under the Plan, shall be assumed by the Debtor which shall have the liability for and obligation to make all distributions of property under the Plan.

F. Avoidance Actions. Causes of action assertable by the Debtor pursuant to Bankruptcy Code §§542, 543, 544, 545, 547, 548, 549, 550, or 553 shall, except as otherwise provided in the Plan, be retained by the Debtor. Any net recovery realized by a Debtor on account of such causes of action, shall be the property of the Debtor.

ARTICLE VI -- PROVISIONS GOVERNING DISTRIBUTION

A. Pro Rata Distribution. Unless otherwise provided in the Plan, for any Class of Claims or Interests that is impaired, the holders of such Claims or Interests shall receive a Pro Rata Share of the property to be distributed to the Class under the Plan. If, and when, Contested Claims or Interests in any such Class become Disallowed Claims or Interest, the Pro Rata Share to which each holder of an Allowed Claim or Interest in such Class is entitled, shall increase commensurately. Accordingly, the Debtor, in its sole discretion, shall have the right to make or direct the making of subsequent interim distributions to the holders of Allowed Claims or Interests in such Class to reflect any increases in the Pro Rata Share. In any event, as soon as practicable after all Contested Claims or Interests in any Class receiving Pro Rata Shares have become either Allowed or Disallowed, a final distribution shall be made to the holders of Allowed Claims or Interests in such Class to account for any final adjustment in the Pro Rata Share of such holders.

B. De Minimis Distributions. Notwithstanding any other provision of the Plan, there shall be no distribution of less than \$20.00 on account of any Allowed Claim or Interest. If the Plan contemplates multiple distributions then the distribution shall accrue, without interest, and will be distributed on account of the Allowed Claim or Interest if and when the amount to be distributed equals or exceeds \$20.00.

C. Distribution Date. Unless otherwise specified in the Plan or by order of the Bankruptcy Court:

1. Property to be distributed to an impaired Class under the Plan shall be distributed on the Distribution Date. Distributions to be made on the Distribution Date shall be deemed made on the Distribution Date if made on the Distribution Date or as soon as practicable thereafter, but in no event later than ten (10) Business Days after the Distribution Date.

2. Property to be distributed under the Plan to a Class that is not impaired shall be distributed on the latest of: (i) the Distribution Date; and (ii) the date on which the distribution to the holder of the Claim or Interest would have been made in the absence of the Plan.

D. Disbursing Agent. The Debtor or such disbursing agent as the Debtor may employ, in its sole discretion, shall make all distributions required under the Plan.

E. Cash Payments. Cash payments made pursuant to the Plan shall be in U.S. funds, by check drawn against a domestic bank, or by wire transfer from a domestic bank.

F. Delivery of Distributions. Distributions and deliveries to holders of Allowed Claims and Interest shall be made at the addresses set forth on the proofs of Claim or Interest filed by such holders (or at the last known addresses of such holders if no proof of Claim or Interest is filed or if the Debtor has been notified of a change of address). If any distribution to a holder is returned as undeliverable, then no further distributions to such holder shall be made unless and until the Debtor is notified of the holder's then-current address, at which time all missed distributions shall be made to such holder, without interest. All Claims for undeliverable distributions shall be made on or before the fifth anniversary of the Distribution Date. After such date, all unclaimed property shall revert to the Debtor, and the claim of any holder with respect to such property shall be discharged and forever barred.

G. Time Bar to Cash Payments. Checks issued by the Debtor in respect of Allowed Claims shall be null and void if not cashed within ninety (90) days of the date of issuance thereof. Requests for reissuance of any checks shall be made directly to the Debtor by the holder of the Allowed Claim with respect to which such check originally was issued. Any claim in respect of such a voided check shall be made on or before the later of the fifth anniversary of the Distribution Date or ninety (90) days after the date of issuance of such check. After such date, all claims in respect of void checks shall be discharged and forever barred.

ARTICLE VII -- PROCEDURES FOR RESOLVING AND TREATING CONTESTED CLAIMS

A. Objection Deadline. Unless extended by the Bankruptcy Court, the Debtor shall file any objections to Claims or Interest no later than thirty (30) days after the Confirmation Date.

B. Prosecution of Objections. The Debtor shall have authority to file objections, litigate to judgment, settle, or withdraw objections to Contested Claims or Interests. All professional fees and expenses incurred by the Debtor from and after the Confirmation Date, shall be paid in the ordinary course of business without further order of the Bankruptcy Court.

C. No Distributions Pending Allowances. No payments or distributions shall be made with respect to any Contested Claim or Interest unless and until all objections to such Claim or Interest are resolved and such Claim becomes an Allowed Claim or Interest.

D. Escrow of Allocated Distributions. The Debtor shall withhold from the property to be distributed under the Plan, and shall place in escrow, amounts sufficient to be distributed on account of Contested Claims and Interest as of the Effective Date. As to any

Contested Claim, upon a request for estimation by the Debtor, the Bankruptcy Court shall determine what amount is sufficient to withhold in escrow pending Disallowance of the Claim or Interest. The Debtor shall also place in escrow any dividends, payments, or other distributions made on account of, as well as any obligations arising from, the property withheld in escrow pursuant hereto, to the extent such property continues to be withheld in escrow at the time such distributions are made or such obligations arise. If practicable, the Debtor may invest any cash it has withheld in escrow in a manner that will yield a reasonable net return, taking into account the safety of the investment.

E. Distributions After Allowance. Payments and distributions from escrow to each holder of a Contested Claim or Interest, to the extent that such Claim or Interest ultimately becomes an Allowed Claim or Interest, shall be made in accordance with the provisions of the Plan governing the class of Claims or Interests to which the respective holder belongs. As soon as practicable after the date that the order or judgment of the Bankruptcy Court allowing such Claim or Interest becomes a Final Order, any property in escrow that would have been distributed prior to the date on which a Contested Claim or Interest became an Allowed Claim or Interest shall be distributed, together with any dividends, payments, or other distributions made on account of, as well as any obligations arising from, the property from the date such distributions would have been due had such Claim or Interest then been an Allowed Claim or Interest to the date such distributions are made.

F. Distributions After Disallowance. If any property withheld in escrow remains after all objections to Contested Claims or Interests of a particular class have been resolved, then such remaining property, to the extent attributable to the Contested Claims or Interests, shall be distributed as soon as practicable in accordance with the provisions of the Plan governing the class of Claims or Interests to which the Disallowed Claim or Interest belong.

ARTICLE VIII -- TRUSTEE FEES

All fees payable under 28 U.S.C §1930, will be paid when due.

Dated: October 6, 2011

/s / Frank M. Wolff _____

Frank M. Wolff, Esquire
Wolff, Hill, McFarlin & Herron, P.A.
1851 West Colonial Drive
Orlando, Florida 32804
Telephone: (407) 648-0058
Facsimile: (407) 648-0681
fwolff@whmh.com

Attorneys for Debtor and
Debtor-in-Possession