

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

In re:)
)
BRUSH CREEK AIRPORT, LLC) Case No. 14-14630 MER
) Chapter 11
)
Debtor.)

PLAN OF REORGANIZATION PROPOSED BY BRUSH CREEK AIRPORT, LLC

July 3, 2014

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NO MATERIALS OTHER THAN THE DISCLOSURE STATEMENT AND RELATED MATERIALS APPROVED BY THE BANKRUPTCY COURT HAVE BEEN AUTHORIZED FOR USE IN SOLICITING ACCEPTANCES OR REJECTIONS OF THIS PLAN

ARTICLE I INTRODUCTION

Brush Creek Airport, LLC, Debtor in Possession, by and through its counsel Sender Wasserman Wadsworth, P.C., hereby proposes and files the following Plan of Reorganization (the “Plan”) pursuant to Section 1121(a) of the Bankruptcy Code. This Plan should be considered in conjunction with the Disclosure Statement (the “Disclosure Statement”).

ARTICLE II DEFINITIONS AND RULES OF INTERPRETATION

For purposes of the Plan, all capitalized terms not otherwise defined shall have the meanings ascribed to them in Article II of the Plan. Any term used in the Plan that is not defined herein, but is otherwise defined in the Bankruptcy Code or the Bankruptcy Rules, shall have the meaning ascribed to that term in the Bankruptcy Code or the Bankruptcy Rules. For purposes of the Plan: (a) whenever from the context it is appropriate, each term, whether stated in singular or plural, shall include both the singular and the plural, and pronouns stated in the masculine, feminine, or neuter gender shall include the masculine, feminine, and the neuter gender; (b) any reference in the Plan to a contract, instrument, release, indenture, or other agreement or document being in a particular form or on particular conditions means that such document shall be substantially in such form or substantially on such terms and conditions; (c) any reference in the Plan to an existing document or exhibit filed, or to be filed, shall mean such document or exhibit as it may have been or may be amended, modified or supplemented; (d) captions and headings to articles and sections are inserted for convenience or reference only and are not intended to be a part of or to affect the interpretation of the Plan; and (e) the rules of construction set forth in Section 102 of the Bankruptcy Code shall apply. In computing any period of time prescribed or allowed by the Plan, the provisions of Bankruptcy Rule 9006(c) shall apply. The rights and obligations arising under the Plan shall be interpreted, governed by, and construed and enforced in accordance with the laws of the State of Colorado, the Bankruptcy Code, and the Bankruptcy Rules.

“91 Lots” shall refer to those lots owned by the Debtor encumbered by first, second, and third-position liens in favor of Community Banks of Colorado, a division of NBH Bank N.A. The 91 Lots are identified on Exhibit A hereto, incorporated herein by this reference.

“6 Lots” shall refer to those lots owned by the Debtor not encumbered by any liens in favor of Community Banks of Colorado, a division of NBH Bank N.A. The 6 Lots are identified on Exhibit B hereto, incorporated herein by this reference and include, Lots 3, 102A, 102B, M2-62, M2-63, and M3-11.

“Administrative Claim” shall mean (i) a Claim for a cost or expense of administration of the Chapter 11 Case as contemplated in Section 503(b) of the Bankruptcy Code and entitled to priority pursuant to Section 507(a)(2) of the Bankruptcy Code; and (ii) all fees due under 28 U.S.C. § 1930.

“Allowed” when used with respect to a Claim other than an Administrative Claim, shall mean a Claim (i) to the extent it is not a Contested Claim; or (ii) a Contested Claim, proof of which was filed with the Bankruptcy Court on or before any applicable Bar Date, and (x) as to which no

objection has been filed by the Objection Date, unless such Claim is to be determined in a forum other than the Bankruptcy Court, in which case such Claim shall not become Allowed until determined by Final Order of such other forum and allowed by Final Order of the Bankruptcy Court; or (y) as to which an objection was filed by the Objection Date, to the extent allowed by a Final Order. “Allowed” when used with respect to a Claim that is an Administrative Claim, shall mean an Administrative Claim that has been allowed pursuant to Article IV of the Plan.

“Available Funds” shall mean the Reorganized Debtor’s gross income reduced by costs of sale, ordinary operating expenses, Allowed Administrative Claims, taxes, and payments for Tax Claims, Class 1 Claims, Class 2 Claims, Class 3 Claims, and Class 5 Claims. The net proceeds from any Litigation, after payments of legal fees and expenses, will be included in the calculation of Available Funds. Available Funds shall be calculated annually for the prior 12 months, for each year of the Plan.

“Bankruptcy Case” shall mean the case commenced under Chapter 11 of the Bankruptcy Code by the Debtor and not pending before the Bankruptcy Court.

“Bankruptcy Code” shall mean Title 11 of the United States Code.

“Bankruptcy Court” shall mean the Bankruptcy Court unit of the United States District Court for the District of Colorado.

“Bankruptcy Rules” shall mean the Federal Rules of Bankruptcy Procedure, as amended and promulgated under section 2075, Title 28, United States Code.

“Bar Date” shall mean June 4, 2014, the last date set by the Bankruptcy Court for filing Claims that are not Administrative Claims.

“CCB” shall mean Colorado Community Banks, a division of NBH Bank, N.A.

“Chapter 11 Case” shall mean the case commenced under Chapter 11 of the Bankruptcy Code for the Debtor.

“Claim” shall mean a claim against the Debtor or its Estate, as defined in Section 101(5) of the Bankruptcy Code.

“Class” shall mean any class into which Claims or Interests are classified pursuant to this Plan.

“Confirmation” shall mean the entry by the Bankruptcy Court of an order confirming the Plan in accordance with Chapter 11 of the Bankruptcy Code; “Confirmation Order” shall mean such order; and “Confirmation Date” shall mean the date on which such order is entered.

“Contested” when used with respect to a Claim as to which a proof of claim has been timely filed with the Bankruptcy Court, shall mean a Claim that has not been Allowed: (i) that is listed in any of Debtor’s schedules of liabilities as disputed, unliquidated, or contingent; (ii) to the extent the proof of claim exceeds the scheduled amount; (iii) that is not listed in any such schedules; or, (iv) as

to which an objection has been filed and as to which no Final Order allowing such Claim has been entered.

“Debtor” shall mean Brush Creek Airport, LLC.

“Disclosure Statement” shall mean the disclosure document describing the Plan as required to be filed by the Debtor, approved by the Court, and distributed to the various classes of Claims under the Plan as provided in Section 1125 of the Bankruptcy Code.

“Effective Date” shall mean the first business day after the passage of fifteen (15) days from the date the Confirmation Order is entered.

“Estate” shall mean the bankruptcy estate created by the commencement of the Bankruptcy Case, both prior to and following the Confirmation Date.

“Fee Claim” shall mean a Claim under Section 330 or 503 of the Bankruptcy Code for allowance of compensation and reimbursement of expenses in the Chapter 11 Case.

“Final Order” shall mean an order or judgment of the Bankruptcy Court or other court of competent jurisdiction which has not been reversed, stayed, modified, or amended and as to which (i) the time to appeal or seek review, rehearing, or certiorari has expired (without regard to whether the time to seek relief of a judgment under Rule 60(b) of the Federal Rules of Civil Procedure has expired); and (ii) no appeal or petition for review, rehearing, or certiorari is pending, or if pending as to which no bond or other stay has been issued, or as to which any right to appeal or seek review, rehearing, or certiorari has been waived.

“Impaired” A class of claims or interests is “impaired” in accordance with 11 U.S.C. § 1124 if the Plan alters the legal, equitable and/or contractual rights of the holders of such claims or interests.

“Insider” shall mean any Person defined in Section 101(31)(B) of the Bankruptcy Code.

“Interest” shall mean the respective ownership interests, if any, in the Debtor.

“Late Filed Claims” shall mean any claim filed in the Chapter 11 Case after the Bar Date.

“Litigation” shall mean any civil action pending on the Confirmation Date or commenced thereafter by the Reorganized Debtor, including any preference or avoidance actions under the Bankruptcy Code, any state and federal court proceedings, and any matters submitted to binding arbitration.

“Lot” shall refer to an individual lot owned by the Debtor and, when identified by number, shall be referenced by that number herein. The numbers for each Lot are set forth on **Exhibit A** and **Exhibit B** hereto.

“Minimum Partial Release Price” shall refer to the minimum amount that an Allowed Secured claimant shall receive on account of its lien after the sale of any Lot against which such

Secured claimant has a lien. The amounts set as Minimum Partial Release Prices on the Partial Release Price Schedule do not include and are separate from any payments for realtor commissions, closing costs, real estate taxes (Class 1 Claims and Tax Claims), any Allowed Secured Claims of a higher priority, and any recreational licenses for the Lots in question.

“Objection Date” shall mean, with respect to a Claim other than a Claim that is an Administrative Claim, the first business day following the passage of sixty (60) days from the Effective Date.

“Partial Release Price Schedule” shall mean the document attached hereto as **Exhibit D** containing the Minimum Partial Release Price for each of the 91 Lots.

“Performance Benchmark Schedule” shall mean the document attached hereto as **Exhibit E** containing a schedule of minimum amounts to be paid to the Class 2 claimant by the 10th of each month following the end of each calendar quarter until the Class 2 Claim is paid in full (beginning on the 10th of the first full month following the first full calendar quarter after the Effective Date).

“Person” shall mean an individual, corporation, partnership, joint venture, trust, estate, unincorporated association, unincorporated organization, cooperative, limited liability company, governmental entity or political subdivision thereof, or any other legally recognized entity.

“Plan” shall mean this Plan of Reorganization for the Debtor, as amended from time to time.

“Plan Proponent” shall mean the Debtor.

“Post-petition” shall mean anytime on or subsequent to April 10, 2014 and prior to the Confirmation Date.

“Pre-petition” shall mean any time prior to April 10, 2014.

“Priority Claim” shall mean a Claim entitled to priority in payment pursuant to Section 507(a)(2), 507(a)(3), or 507(a)(8) of the Bankruptcy Code.

“Pro Rata” shall mean with respect to any Person entitled to distribution, the percentage which such Person’s Allowed Claim bears to the sum of all Allowed Claims in the same class.

“Remaining Sale Proceeds” shall mean the funds remaining after the sale of a Lot and payment of realtor commissions, closing costs, real estate taxes (Class 1 Claims and Tax Claims), any Allowed Secured Claims of a higher priority, and any recreational license payments for the Lot at issue.

“Reorganized Debtor” shall mean the reorganized Debtor under the confirmed Plan.

“Secured Claim” shall mean any Claim secured by a valid and enforceable lien against the property of the Debtor, but only to the extent of the value of the collateral securing such Claim.

“Tax Claim” shall mean any Claim of a governmental unit for taxes entitled to priority under Section 507(a)(8) of the Bankruptcy Code.

“Unsecured Claim” shall mean a Claim that is not secured by a valid and enforceable lien against the property of the Debtor, other than Administrative Claims, Priority Claims, and Equity Interests.

“Unimpaired” A class of claims or interests is “unimpaired” in accordance with 11 U.S.C. § 1124 if the legal, equitable and/or contractual rights of the holders of such claims or interests are not altered under the Plan.

“Water Company” shall mean the Upper East River Water Company, LLC.

ARTICLE III CLASSIFICATION OF CLAIMS AND EQUITY INTERESTS

The following is a designation of all classes of Claims and Interests other than those Claims of a kind specified in Sections 507(a)(2), 507(a)(3), or 507(a)(8) of the Bankruptcy Code.

<u>Class 1</u>	Secured Claims of Tax Lien Certificate Holders
<u>Class 2</u>	Secured Claim of CCB (91 Lots and Water Company)
<u>Class 3-A</u>	Secured Claim of Brian Landy (Lot 3)
<u>Class 3-B</u>	Secured Claim of Elaine Franklin (Lot 102A)
<u>Class 3-C</u>	Secured and Unsecured Claims of Richard A. Landy, Marlene F. Landy Marital Trust, and Landy Enterprises, Inc. (6 Lots)
<u>Class 3-D</u>	Secured and Unsecured Claims of Richard A. Landy and the Marlene F. Landy Marital Trust (Lot 102B, Water Provider and Easement Agreement, and certain other water rights of the Upper East River Water Company, LLC)
<u>Class 4</u>	Disputed Secured Claim of HOA (91 Lots and 6 Lots)
<u>Class 5</u>	Executory Contracts and Unexpired Leases
<u>Class 6</u>	General Unsecured Claims
<u>Class 7</u>	Interests
<u>Class 8</u>	Late Filed Claims

ARTICLE IV TREATMENT OF UNCLASSIFIED PRIORITY CLAIMS

As provided in Section 1123(a)(1) of the Bankruptcy Code, the Claims against the Debtor covered in this Article III are not classified. The holders of such Claims are not entitled to vote on the Plan.

4.1 *Allowed Administrative Claims.*

An Administrative Claim is considered “Allowed” under this Plan after it has been approved by an order of the Bankruptcy Court under 11 U.S.C. § 503. Except as may otherwise be agreed between the Debtor and the holder of an Administrative Claim, the Debtor will pay all Administrative Claims that have been Allowed as of the Effective Date, including all payments required to be made to the U.S. Trustee program pursuant to Section 1930(a)(6) of the Bankruptcy Code, in cash in full on the Effective Date or as soon thereafter as reasonably practicable, or on such other terms as may be mutually agreed to by the holder of an Administrative Claim and the Debtor. Subsequent to the Effective Date, the Debtor will pay each Administrative Claim that becomes Allowed following the Effective Date in cash in full as soon as reasonably practicable after the date the Claim is Allowed, or on such other terms as may be mutually agreed to by the holder of an Administrative Claim and the Debtor. The Debtor shall make all payments required to be made to the U.S. Trustee program pursuant to Section 1930(a)(6) of the Bankruptcy Code on a quarterly basis until the Bankruptcy Case is closed, converted, or dismissed.

All requests for payment of Administrative Claims, other than applications for approval of Fee Claims, must be filed and served not later than thirty (30) days after the Effective Date. Final applications for approval of Fee Claims shall be filed and served no later than sixty (60) days after the Effective Date. Any Person that fails to comply with this provision shall be barred from seeking recovery with respect to such Claim(s).

4.2 *Allowed Tax Claims.*

The Debtor believes the only Section 507(a)(8) Tax Claims are the following: \$38,037.61 owed to Gunnison County for real property taxes as of May 14, 2014. The Tax Claims are fully secured. Interest shall accrue on the Tax Claims at the statutory rate of 12 percent (12%) per annum beginning May 14, 2014. Gunnison County shall retain its liens against property securing the Tax Claims until paid in full. A schedule of the Allowed Tax Claims is attached hereto as **Exhibit C**.

The holders of any Allowed Tax Claims of the type specified in Section 507(a)(8) of the Bankruptcy Code shall receive 100% of their priority claims in monthly installment payment of a value, as of the Effective Date, equal to the allowed amount of such claim, over a period of five years from the Petition Date or upon the earlier sale of the Lot to which such Tax Claim applies. Claims for penalties not related to actual pecuniary loss shall be treated under Class 6.

4.3 *Fees Due Under 28 U.S.C. § 1930(a)(6).*

The Reorganized Debtor shall make all payments required to be made to the U.S. Trustee program pursuant to 28 U.S.C. § 1930(a)(6) until the Chapter 11 Case is closed, converted, or

dismissed. All payments due to the U.S. Trustee program pursuant to 28 U.S.C. § 1930(a)(6) shall be paid on the Effective Date, and the U.S. Trustee shall thereafter be paid fees due on a quarterly basis until the Chapter 11 Case is closed, converted, or dismissed. The Debtor will also timely file all required post-confirmation reports.

ARTICLE V TREATMENT OF CLAIMS AND EQUITY INTERESTS

Class 1. (*Allowed Impaired Secured Claims of Tax Lien Certificate Holders*). Class 1 consists of the Allowed Secured Claims of Tax Lien Certificate Holders arising from unpaid real property taxes. The Class 1 Claims are fully secured. Each individual Tax Lien Certificate Holder is treated identically. The total aggregate amount of all Class 1 Claims as of May 14, 2014 is \$202,750.66.

The redemption period for all such tax lien certificates did not expire prior to the Petition Date. Accordingly, all such tax lien certificates are subsumed within Class 1 and shall be redeemed through the payments described herein. The redemption amounts for each individual Tax Lien Certificate Holder as of May 14, 2014 are set forth in **Exhibit C** hereto. Interest shall accrue on the Class 1 Claims at the statutory rate of ten percent (10%) per annum beginning May 14, 2014. The holders of Class 1 Claims shall retain their liens against property securing the claims until paid in full.

The Debtor shall redeem the tax certificates through the sale of Lots or earlier in its discretion, but in no event later than five (5) years after the Effective Date. Each Tax Lien Certificate Holder will be paid in full at closing in connection with the sale of any Lot for which a Class 1 Claimant holds a tax lien certificate. Pursuant to applicable statutes, Gunnison County acts as the agent of the Tax Lien Certificate Holders with respect to collection of all redemption amounts. The Debtor's closing agent shall deliver the redemption amount for each Lot against which there is a tax lien certificate to the Gunnison County Treasurer. Upon receipt of the redemption amount, the treasurer shall deliver the redemption amount to the Tax Lien Certificate Holder pursuant to C.R.S. § 39-12-103 in full satisfaction of said holder's Class 1 Claim. Upon receipt of the redemption amount for an individual Lot, Gunnison County and/or the applicable Tax Lien Certificate Holder shall release its lien against the applicable Lot.

Class 2. (*Allowed Impaired Secured Claims of CCB*). The Debtor is obligated to CCB under a Promissory Note dated November 27, 2006 in the principal amount of \$250,000.00 and a Changes in Terms Agreement ("Loan 401"). Loan 401 is secured by a Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing dated December 29, 2010 and recorded on January 4, 2011 at Reception No. 603028 and an Assignment of Deed of Trust dated October 21, 2011 and recorded at Reception No. 614344 in Gunnison County. The Debtor is also obligated to CCB under a Promissory Note dated January 12, 2006 in the principal amount of \$4,100,000.00 and a Changes in Terms Agreement ("Loan 801). Loan 801 is secured by a Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing dated December 29, 2010 and recorded January 4, 2011 at Reception No. 603029 and an Assignment of Deed of Trust dated October 21, 2011 and recorded on July 24, 2012 at Reception No. 614319 in Gunnison County. The Debtor is also obligated to CCB under a Promissory Note dated December 29, 2010 in the principal amount of \$1,007,353.00 and

Allonge dated January 23, 2013 (“Ironwood Loan”). The Ironwood Loan is secured by a Deed of Trust and Security Agreement dated December 29, 2010 and recorded January 4, 2011 at Reception No. 603026 and an Assignment of Deed of Trust dated January 23, 2013 and recorded on January 24, 2012 at Reception No. 618135 in Gunnison County.

CCB alleges that the Debtor owed \$2,264,214.73 on Loan 401 as of April 11, 2014 with interest accruing at the contract rate of 4%. CCB alleges that the Debtor owed \$2,834,232.86 on Loan 801 as of April 11, 2014 with interest accruing at the contract rate of 4%. CCB alleges that the Debtor owed \$364,038.55 on the Ironwood Loan as of April 11, 2014 with interest accruing at the contract rate of 16%. Thus, the total amount CCB alleges is due and owing as of April 11, 2014 is \$5,462,486.14. The Class 2 Claim is fully secured. Interest shall accrue on the Class 2 Claim at the contractual rates beginning April 11, 2014.

Under the Plan, the Reorganized Debtor shall satisfy the Class 2 Claims in full through the sale of the 91 Lots or earlier in its discretion, but in no event later than five (5) years after the Effective Date. The 91 Lots shall be sold pursuant to the Partial Release Price Schedule attached hereto as **Exhibit D** and the Performance Benchmark Schedule attached hereto as **Exhibit E**. The Reorganized Debtor will be entitled to sell individual lots at its discretion and CCB will release its liens against such Lots so long as CCB receives the Minimum Partial Release Price for each Lot at closing and the performance benchmarks are met as set forth in the Performance Benchmark Schedule. To the extent there are any Remaining Sale Proceeds after the sale of a Lot, the Debtor shall pay fifty percent (50%) of the Remaining Sale Proceeds to CCB and allocate, at its sole discretion, such payment to reduce the Partial Release Price on any of the other 91 Lots. Such payments over and above the Partial Minimum Release Price will count towards the Debtor’s minimum required payments under the Performance Benchmark Schedule. To the extent the Debtor pays any more than the minimum amount due under the Performance Benchmark Schedule for any calendar quarter, any payment in excess of the minimum amount will be credited toward, and reduce, any remaining future minimum payment obligations. Any payments of principal from the Debtor to CCB shall first be applied to satisfy the Ironwood Loan.

In the alternative, the Debtor may pay CCB the lump sum amount of two million five hundred thousand dollars (\$2,500,000.00) less any payments made after the Effective Date, prior to the first anniversary of the Effective Date in full and complete satisfaction of the Class 2 Claim.

Class 3-A. *(Allowed Impaired Secured Claim of Brian Landy Against Lot 3).*

The Debtor is obligated to Brian Landy under a promissory note in the original principal amount of \$180,000.00 dated July 22, 2009 and secured by a deed of trust against Lot 3. Upon information and belief, the amount of the Class 3-A Claim was approximately \$237,926.74 on the Petition Date. The Debtor estimates the value of Lot 3 to be \$360,000.00. Interest shall continue to accrue on the Class 3-A Claim at the contract rate.

Under this Plan, the Reorganized Debtor shall satisfy the Class 3-A Claim through the sale of Lot 3 or otherwise no later than five (5) years after the Effective Date. If sold, the sale price for Lot 3 must be sufficient to satisfy the Tax Claims, Class 1 Claims, and Class 3-A Claim against Lot 3.

To the extent there are any Remaining Sale Proceeds, the same will be used to pay any Class 3-C Claims against Lot 3.

In the alternative, and at its sole discretion, at any time within the five (5) year period of this Plan, the Reorganized Debtor may satisfy the Class 3-A Claim in full by conveying Lot 3 to Brian Landy via quitclaim deed subject to all senior liens and free and clear of any junior liens in full and complete satisfaction of his Allowed Secured and Unsecured Claim(s) against the Debtor. The Class 3-A claimant would then be responsible for any senior liens remaining against Lot 3.

Class 3-B. (*Allowed Impaired Secured Claim of Elaine Franklin Against Lot 102A*).

The Debtor is obligated to Elaine Franklin under a promissory note in the original principal amount of \$200,000.00 dated April 1, 2008, a promissory note in the original principal amount of \$125,000.00 dated October 1, 2006 and secured by deeds of trust against Lot 102A. Upon information and belief, the amount of the Class 3-B Claim was approximately \$483,684.93 on the Petition Date. The Debtor estimates the value of Lot 102A to be \$550,000.00. Interest shall continue to accrue on the Class 3-B Claim at the contract rate.

Under this Plan, the Reorganized Debtor shall satisfy the Class 3-B Claim through the sale of Lot 102A or otherwise no later than five (5) years after the Effective Date. If sold, the sale price for Lot 102A must be sufficient to satisfy the Tax Claims, Class 1 Claims, and Class 3-B Claim against Lot 102A. To the extent there are any Remaining Sale Proceeds after the sale, the same will be used to pay any Class 3-C Claims against Lot 3.

In the alternative, and at its sole discretion, at any time within the five (5) year period of this Plan, the Reorganized Debtor may satisfy the Class 3-B Claim in full by conveying Lot 102A to Elaine Franklin via quitclaim deed subject to all senior liens and free and clear of all junior liens in full and complete satisfaction of her Allowed Secured and Unsecured Claim(s) against the Debtor. The Class 3-B claimant would then be responsible for any senior liens remaining against Lot 102A.

Class 3-C. (*Allowed Impaired Secured and Unsecured Claims of Richard A. Landy, Marlene F. Landy Marital Trust, and Landy Enterprises, Inc. Against the 6 Lots*).

The Debtor is obligated to Richard A. Landy, the Marlene F. Landy Marital Trust, and Landy Enterprises, Inc. under various promissory notes and secured by deeds of trust against the 6 Lots pursuant to the following schedule:

Obligor	Lender	Original Principal Amount	Date of Promissory Note	Dated Recorded	Recording Order
Debtor	Richard A. Landy	\$214,010.18	1/11/00	1/2/12	1st

Debtor	Richard A. Landy	\$106,000.00	5/1/09	1/27/12	2nd
Debtor	Marlene F. Landy Marital Trust	\$111,300.00	5/1/09	1/27/12	3rd
Debtor	Landy Enterprises, Inc.	\$47,700.00	5/1/09	1/27/12	4th
Debtor	Richard A. Landy	\$200,000.00	6/1/09	1/27/12	5th
Debtor	Marlene F. Landy Marital Trust	\$69,588.94	11/6/09	1/27/12	6th
Debtor	Richard A. Landy	\$209,553.75	12/31/10	1/27/12	7 th
Debtor	Richard A. Landy	\$450,000.00	1/1/11	1/27/12	8 th
Debtor	Richard A. Landy	\$25,000.00	10/13/11	1/27/12	9 th
	Total	\$1,433,152.87			
	Total Amount of Class 3-C Claims with interest remaining due and owing on the Petition Date	\$1,901,700.36			

Under this Plan the Reorganized Debtor will make interest only payments to the Class 3-C Claims on a quarterly basis and will satisfy the Class 3-C Claims out of the proceeds from the sales of the 6 Lots (after satisfying the claims of any secured creditors of a higher priority). The Class 3-C claimants will retain their liens against any Lots that remain in the Reorganized Debtor's hands.

Class 3-D. *(Allowed Impaired Secured and Unsecured Claims of Richard A. Landy, and the Marlene F. Landy Marital Trust against Lot 102B, Water Provider and Easement Agreement, and certain other water rights of the Upper East River Water Company, LLC).*

The Debtor is obligated to Richard A. Landy and the Marlene F. Landy Marital Trust under a promissory note in the original principal amount of \$71,030.97 in favor of Richard A. Landy and dated December 27, 2006 and another promissory note in the original principal amount of \$365,832.91 in favor of the Marlene F. Landy Marital Trust dated November 17, 2006.

The Class 3-D Claims are secured by a deed of trust and security agreement against Lot 102B, Water Provider and Easement Agreement, and certain other water rights of the Upper East River Water Company, LLC dated August 23, 2012 and recorded on September 9, 2012. Upon information and belief the amount of the Class 3-D Claim was \$436,863.88 on the Petition Date.

Under this Plan the Reorganized Debtor will make interest only payments to the Class 3-D Claims on a quarterly basis and will satisfy the Class 3-C Claims out of the proceeds from the sales of the 6 Lots (after satisfying the claims of any secured creditors of a higher priority). The Class 3-D claimants will retain their liens against any Lots that remain in the Reorganized Debtor's hands.

Class 4. (*Allowed Unsecured Claim of Buckhorn Ranch Association, Inc.*). Buckhorn Ranch Association, Inc. (the "Association") claims that the Debtor is liable to the Association for \$216,049.86 for homeowner association dues and fees from January 2011 forward including approximately \$75,625.00 in dues and fees and \$140,424.86 in late fees, penalties, interest, and lien fees. The Debtor disputes the amount of the Association's pre-petition claim as the Association is liable to the Debtor for repairs and improvements completed by the Debtor to the Association's property in late 2010 in the amount of \$158,500.00. The Debtor has been withholding payment of any dues and assessments to offset the amounts owed to the Debtor by the Association since January of 2011. As of the Petition Date, the Debtor had withheld approximately \$75,625.00 in dues and fees, leaving \$82,875.00 still due and owing from the Association to the Debtor. The alleged late fees, interest, and lien fees are not valid since there has not been a net balance due and owing from the Debtor to the Association since late 2010 for which interest, penalties, or fees could be applied. Under the Plan, the Reorganized Debtor will continue to withhold dues and fees from the Association until the entire amount due from the Association to the Debtor has been satisfied. The Association's alleged liens against the Reorganized Debtor's real estate will be released on the Effective Date of the Plan. Should the Association object to its proposed treatment hereunder, the dispute between the Association and the Debtor regarding the Association's failure to pay its obligations will be submitted to the Bankruptcy Court as a contested matter under Fed.R.Bankr.P. 9014 and under the attorney fee shifting provisions of the Association's governing documents and the Colorado Common Interest Ownership Act ("CCIOA").

Class 5. (Executory Contracts and Unexpired Leases).

The Debtor is a party to an Agreement for Marketing of Fishing Club dated October 6, 2004 with Paul P. Guerrieri & Son, Inc. whereby The River Club at Buckhorn Ranch, Inc. manages and operates a fishing and recreation club as the grantee of an easement for the fishing and recreational use of certain land that belongs to Paul P. Guerrieri & Son, Inc. Under the parties' agreement, the Debtor is to market 22 fishing and recreation memberships in connection with its sale of Lots at a total price of \$1,500,000.00. Approximately eight memberships remain to be sold. Previously, Brush Creek Airport, LLC sold 7 memberships with Lot sales and an additional 7 memberships were purchased by the Debtor. Under this Plan, the Debtor will assume its executory contract with Paul P. Guerrieri & Son, Inc. and will sell the remaining memberships and compensate Paul P. Guerrieri & Son, Inc. for the same on or before the fifth anniversary of the Effective Date.

Any unexpired leases or executory contracts not otherwise dealt with in the Plan shall be deemed rejected. Under the terms of any lease agreements, in the event that a lease is rejected, the equipment or property will be returned to the lessor, unless Debtor and the lessor otherwise agree. Any Class 5 claimant asserting a claim for damages arising from rejection of a lease shall file a proof of claim with the Bankruptcy Court by the later of the Effective Date or thirty days after entry of the Order granting the motion to reject or the claim shall be forever barred. The Claims held by holders of rejected leases or executory contracts shall be treated as a Class 6 unsecured claim subject to the limitations of Section 502 of the Bankruptcy Code.

Class 6. (Unsecured Claims).

Class 6 shall be comprised of creditors holding Allowed Unsecured Claims against the Debtor, including any allowed penalty Claims held by any taxing authority which are not related to actual pecuniary loss. Allowed Class 6 Claims shall receive their pro rata share of 25% of the Available Funds on an annual basis as set forth in Section 7.4 below. Distributions from the Available Funds Fund shall continue for 5 years following the Effective Date. Distributions to Class 6 claimants shall not exceed the amount of the Allowed Unsecured Claims plus interest calculated at four percent (4%) per annum. Distributions to the Allowed Class 6 claimants shall be made within thirty (30) days after each anniversary of the Effective Date and shall begin on or before thirty (30) days after the first anniversary of the Effective Date.

Class 7. (Interests).

All equity interests in the Reorganized Debtor shall be retained by the Debtor's members in the proportions held by such individuals or entities prior to the Petition Date.

Class 8. (Late Filed Claims).

Class 8 is comprised of all Late Filed Claims against Debtor. The Class 8 claims shall be disallowed and shall receive no distribution under the Plan.

**ARTICLE VI
DEFAULT AND PLAN MODIFICATION**

6.1 *Default and Right to Cure.*

In the event of any default by the Reorganized Debtor of any payment to any class of claimants arising under the terms of the Plan, the Reorganized Debtor shall have thirty (30) days within which to cure any default in payments due under this Plan after the date of issuance of written notice from any claim holder. Written notice shall be provided to the Reorganized Debtor and to Debtor's counsel as provided in paragraph 12.7 herein, unless written notice of substitution of legal counsel is served upon the claim holder at least fifteen (15) days prior to the date notice is sent.

6.2 *Failure to Cure Default.*

In the event that the Reorganized Debtor fails to cure any default in the requirements to make payment under the Plan, within thirty (30) days from the date that written notice is sent in compliance with paragraph 6.1, the Reorganized Debtor shall be in default under the terms of the Plan.

6.3 *Plan Modification.*

At any time after Confirmation of the Plan but before the completion of payments under the Plan, the Plan may be modified upon the request of the Reorganized Debtor, after notice and a hearing, only to the extent allowed by 11 U.S.C. § 1127.

**ARTICLE VII
MEANS FOR IMPLEMENTATION AND
EXECUTION OF THE PLAN**

7.1 *Asset Transfer to Reorganized Debtor.*

On or about the Effective Date, all assets of the Debtor shall be transferred to the Reorganized Debtor free and clear of all liens, claims, and interests of creditors, equity holders, and other parties in interest, except as otherwise provided herein. Specifically, the assets shall be transferred subject to the liens held by secured creditors as discussed in the treatment of their claims. The Reorganized Debtor shall not, except as otherwise provided in this Plan, be liable to repay any debts which accrued prior to the Confirmation Date. Except as provided in this Plan, on the Confirmation Date, the Debtor shall be granted a discharge under 11 U.S.C. § 1141.

7.2 *Means for Implementation.*

The Debtor shall fund its Plan obligations with cash from sales of Lots and operation of the Water Company. Such funds shall be sufficient to pay in full all amounts due on the Effective Date, and, as applicable, priority claimants treated under Article IV herein.

7.3 *Execution of Plan.*

On the Effective Date, the Reorganized Debtor shall implement its Plan of Reorganization pursuant to the terms for each class of claimants set forth above. Payments under the Plan shall come from the cash flow of the Reorganized Debtor generated by sales of Lots and operation of the Water Company. On the due date for payments as set forth in Article V above, the Reorganized Debtor shall immediately distribute the required pro rata amount to each claimant holding an Allowed Unsecured Claim and escrow the same pro rata amount to creditors holding Contested Claims as provided in Article X herein.

7.4 *Available Funds.*

7.4.1 Thirty days following the first anniversary of the Effective Date, and each year thereafter for 5 years, the Reorganized Debtor shall calculate its Available Funds for the

prior 12-month period and distribute 25% of the Available Funds to the Class 6 Claimants, if any.

7.4.2 Upon request by an Allowed Class 6 claimant, the Reorganized Debtor shall provide its calculation of Available Funds for the period requested.

7.5 *Financial Records.*

The Reorganized Debtor's financial records shall be available for review by creditors upon reasonable notice during normal business hours subject to execution of an appropriate confidentiality agreement.

7.6 *Avoidance and Recovery Actions.*

The Reorganized Debtor may pursue any claims or recovery actions held by the Debtor, including but not limited to recovery under 11 U.S.C. §§ 544, 547, 548 and 549. The Reorganized Debtor may abandon any claim it has against any third party if it determines that the claim is burdensome or of inconsequential value and benefit. The Reorganized Debtor is authorized to employ counsel to represent it in litigation or any cause of action or claims held by the Debtor.

7.7 *Deposit Accounts.*

All funds held by the Reorganized Debtor for distribution under the Plan shall be held in accounts which meet the insurance and guaranty requirements 11 U.S.C. § 345(b).

7.8 *Claims Objections.*

Following the Effective Date, the Reorganized Debtor may compromise objections to Claims or causes of action referred to in this Plan without notice and hearing for claims or causes of action asserted in the original amount of \$50,000.00 or less. Settlements or compromises of any claims or causes of action asserted in the amount of \$50,000.00 or more shall be subject to notice and an opportunity for hearing under the provisions after notice in compliance with the Local Rules of Bankruptcy Procedure.

7.9 *Continued Operations.*

After the Effective Date, the Reorganized Debtor exercising its business judgment may sell, operate or abandon any of its assets.

7.10 *Discharge and Injunctive Relief.*

The Reorganized Debtor shall receive a discharge to the extent permitted by 11 U.S.C. § 1141 and the Reorganized Debtor shall be entitled to seek injunctive relief from the Court, if necessary, to enforce any and all provisions of the Plan.

**ARTICLE VIII
EFFECT OF CONFIRMATION**

Upon Confirmation, the provisions of this Plan shall bind the Debtor and any creditor or equity security holder of the Debtor, whether or not the Claim or Equity Interest of such Person is impaired under this Plan and whether or not such Person has accepted this Plan. Upon Confirmation, all of the property of the Debtor's estates shall be vested in the Reorganized Debtor as provided in this Plan, free and clear of all Claims and Equity Interests, except as specifically provided in this Plan. Upon Confirmation, all creditors and equity security holders of the Debtor are permanently enjoined from commencing or pursuing any action against the Reorganized Debtor, other than an action to enforce the provisions of this Plan.

**ARTICLE IX
PROVISION FOR ASSUMPTION OR
REJECTION OF EXECUTORY CONTRACTS**

All unexpired leases and executory contracts between the Debtor and any other Person (if any) which have not prior to the Effective Date of the Plan been affirmatively assumed by the Debtor, are hereby rejected.

**ARTICLE X
PROVISION AS TO DISPUTED CLAIMS**

10.1 *Objections.*

The Reorganized Debtor may, at any time within sixty (60) days after the Effective Date, file an objection to any claim which in its opinion should be objected to as improper, in whole or in part. The Reorganized Debtor may further designate claims held by creditors against whom the Reorganized Debtor believes actions may be brought under Sections 544, 547, 548 or 549 of the Bankruptcy Code as Contested Claims by sending notice in writing to the Claimant within sixty (60) days after the Effective Date.

Upon the filing of such objection or service of said written notice, such claim shall be considered a Contested Claim, and any cash or other instruments or property otherwise distributable to such creditor under this Plan shall be held by the Reorganized Debtor in escrow until final disposition of the objection to the claim either by settlement or entry of a Final Order. If the claim is only contested in part, payment shall be made to the claimant on the uncontested portion under the provisions of Article V and the balance shall be treated as a Contested Claim under the provisions of Article X. If the objection is overruled or denied, in whole or in part, or the claim is allowed by stipulation of the Reorganized Debtor and the claimant, such claimant shall receive the amount of cash provided in this Plan to the extent of the amount of the claim finally allowed, including back installments.

10.2 *Contested Claims Escrow.*

From and after the Effective Date, the Reorganized Debtor shall reserve and hold for the benefit of each holder of a Contested Claim cash in an amount equal to the pro rata payments which

would have been made to the holder of such contested claim if it were an Allowed Claim in an amount equal to the lesser of: (i) the amount of the Contested Claim or (ii) the amount in which the Contested Claim shall be estimated by the Bankruptcy Court pursuant to § 502 of the Bankruptcy Code for purposes of allowance, which amount shall constitute and represent the maximum amount in which such claim may ultimately become an Allowed Claim. No payments or distributions shall be made with respect to all or any portion of any Contested Claim pending the entire resolution thereof by Final Order.

ARTICLE XI
AMENDMENT OF ARTICLES OF INCORPORATION AND BYLAWS OF DEBTOR

As may be required, the Articles and Bylaws of the Debtor shall be amended on or before the Effective Date to the extent necessary to effectuate the provisions of the Plan.

ARTICLE XII
MISCELLANEOUS PROVISIONS

12.1 *Retention of Jurisdiction.*

The Reorganized Debtor reserves the right to reopen the Chapter 11 Case after Confirmation and dismissal for the purposes set forth in this paragraph. The Bankruptcy Court shall retain jurisdiction over the Chapter 11 Case for the following purposes:

- (a) To hear and determine any and all objections to the allowance of Claims or Interests.
- (b) To determine any and all applications for allowances of compensation and reimbursement of expenses and any other fees and expenses authorized to be paid or reimbursed under the Bankruptcy Code or the Plan, to the extent such claim was incurred prior to the Effective Date.
- (c) To hear and determine any and all pending applications for the rejection or assumption, or for the assumption and assignment, as the case may be, of executory contracts or unexpired leases to which the Debtor is a party, and to hear and determine any and all Claims arising therefrom.
- (d) To hear and determine any and all applications, adversary proceedings, and contested or litigated matters that may be pending on the Effective Date or instituted by the Reorganized Debtor thereafter.
- (e) To consider any modifications of the Plan, to remedy any defect or omission, or reconcile any inconsistency in the Plan or in any order of the Bankruptcy Court, including the Confirmation Order.
- (f) To hear and determine any application to sell the Debtor's property free and clear of liens.
- (g) To hear and determine all controversies, suits, and disputes that may arise in connection with the interpretation, enforcement, or consummation of the Plan.

- (h) To consider and act on the compromise and settlement of any claim or cause of action by or against the Debtor where the original claim or cause of action is in excess of \$50,000.00.
- (i) To issue orders in aid of execution of the Plan as contemplated by Section 1142 of the Bankruptcy Code.
- (j) To determine such other matters as may be set forth in the Confirmation Order or which may arise in connection with the Plan or the Confirmation Order.

12.2 *Vesting of Property.*

The Reorganized Debtor shall be vested with ownership to all property of the estate upon the Effective Date.

12.3 *Satisfaction of Claims.*

The payment of Allowed Claims, Allowed Administrative Claims and Allowed Secured Claims shall be in exchange for all claims against the Debtor and shall constitute full settlement, release, discharge, and satisfaction of all such claims against the Debtor. Confirmation of the Plan shall constitute a modification of any note or obligation for which specification and treatment is provided under the Plan as set forth in the Plan. Any obligation or note, previously in default, so modified, shall be cured as modified as of the Confirmation Date. This provision shall be operable regardless of whether the Plan provides for any obligation to be evidenced by a rewritten loan or security document following confirmation of the Plan.

12.4 *Pre-Existing Causes of Action.*

Nothing herein contained shall prevent the Reorganized Debtor from taking any action as may be necessary to the enforcement of any cause of action which may exist on behalf of the Reorganized Debtor and which may not have been enforced or prosecuted by the Debtor prior to the Effective Date.

12.5 *Reservation of Rights.*

The Reorganized Debtor reserves the right to modify the Plan prior to the Confirmation, and thereafter to modify the Plan in accordance with 11 U.S.C. § 1127(b) and paragraph 6.3 herein.

12.6 *Headings.*

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

12.7 *Notices.*

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

- (a) To Debtor:
Brush Creek Airport, LLC

With a copy to:

Harvey Sender
David J. Warner
Sender Wasserman Wadsworth, P.C.
1660 Lincoln Street, Suite 2200
Denver, CO 80264

- (b) To an allowed claimant, at the addresses set forth in the allowed Proof of Claim, if filed, or, if no Proof of Claim is filed, at the address set forth for the claimant in the Debtor's Schedules filed with the Bankruptcy Court.

12.8 *Successors and Assigns.*

The Plan will be binding upon the Reorganized Debtor, any creditor affected by the Plan and their heirs, successors, assigns and legal representatives.

12.9 *Unclaimed Payments.*

If a Person entitled to receive a payment or distribution pursuant to this Plan fails to negotiate a check, accept a distribution, or provide a forwarding address in the event notice cannot be provided as set forth in paragraph 11.7, within one (1) year of the Effective Date, the person or entity is deemed to have released and abandoned any right to payment or distribution under the Plan.

DATED the 3rd day of July, 2014.

BRUSH CREEK AIRPORT, LLC

By Richard A. Landy, President of Landy Enterprises, Inc., the general partner of Rolling Meadows Ranch Associates, LP, the managing member of Brush Creek Airport, LLC

- (b) To an allowed claimant, at the addresses set forth in the allowed Proof of Claim, if filed, or, if no Proof of Claim is filed, at the address set forth for the claimant in the Debtor's Schedules filed with the Bankruptcy Court.

12.8 *Successors and Assigns.*

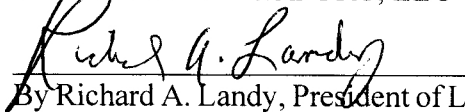
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DATED the 3rd day of July, 2014.

BRUSH CREEK AIRPORT, LLC



By Richard A. Landy, President of Landy Enterprises, Inc., the general partner of Rolling Meadows Ranch Associates, LP, the managing member of Brush Creek Airport, LLC

SENDER WASSERMAN WADSWORTH P.C.

/s/ David J. Warner

Harvey Sender, #7546
David J. Warner, #38708
1660 Lincoln Street, Suite 2200
Denver, Colorado 80264
(303) 296-1999, Fax: (303) 296-7600
ATTORNEYS FOR DEBTOR

CERTIFICATE OF SERVICE

The undersigned certifies that on July 3, 2014, true and correct copies of the **PLAN OF REORGANIZATION PROPOSED BY BRUSH CREEK AIRPORT, LLC** were served via first-class, United States mail, postage prepaid, on the following:

Brush Creek Airport, LLC
9618 East Maplewood Circle
Greenwood Village, CO 80111

Brian R. Landy
3780 South Broadway, Suite 107
Englewood, CO 80113

Michael J. Guyerson
David Morton Little
1801 Broadway, Suite 900
Denver, CO 80202

David M. Rich
650 South Cherry Street, Suite 1100
Denver, CO 80246-1801

Andrew W. Muller
1201 Walnut, Suite 2900
Kansas City, MO 64106

Brian A. Magoon
1099 18th Street, Suite 2600
Denver, CO 80202

Alan K. Motes
United States Trustee Program
999 18th Street, Suite 1551
Denver, CO 80202

/s/ Rhonda Hanshe

For Sender Wasserman Wadsworth, P.C.