

UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF FLORIDA
JACKSONVILLE DIVISION

In re:

Case No. 3:13-bk-00516-JAF

Jointly Administered Under

DAMES POINT HOLDINGS, LLC,

f/k/a B&B Properties,

Chapter 11

Debtor.

**P&B MARINA'S DISCLOSURE STATEMENT
FOR PLAN OF REORGANIZATION FOR DAMES POINT HOLDINGS, LLC¹**

This Disclosure Statement contains information about the Debtor and describes P&B Marina's Plan of Reorganization for Dames Point Holdings, LLC (the "**Plan**") filed by P&B Marina Development, LLC ("**Proponent**"). A copy of the Plan is attached hereto as Exhibit A.

Your rights may be affected. You should read the Plan and this Disclosure Statement carefully and discuss them with your attorney. If you do not have an attorney, you may wish to consult one.

SUMMARY

Proponent is an unsecured creditor and partial owner of Debtor. Under the Plan, the Proponent will contribute substantial new equity capital to Debtor, subordinate to Debtor's creditors, and Debtor's ownership structure will be correspondingly restructured ("**Post-Confirmation Debtor**"). Proponent will assume management of Post-Confirmation Debtor, cease current active marina operations, and use the new equity contributions to effectuate a deliberate, marketed sale of Debtor's assets, allowing for flexibility to also assess the appropriate market conditions to effectuate a sale or multiple sales (collectively, the "**Sale**").

I. DISCLOSURE STATEMENT OVERVIEW & DISCLAIMER

A. Purpose of the Disclosure Statement

This Disclosure Statement describes how the Plan proposes to treat claims or equity interests of the type you hold (i.e., what you will receive on your claim or equity interest if the plan is confirmed), who can vote on or object to the Plan, what factors the Bankruptcy Court (the "**Court**") will consider when deciding whether to confirm the Plan, why the Proponent believes the Plan is feasible, and how the treatment of your claim or equity interest under the Plan compares to what you would receive on your claim or equity interest in liquidation, and the effect of Confirmation of the Plan.

¹ All capitalized terms undefined herein shall have the meaning ascribed in P&B Marina's Plan of Reorganization for Dames Point Holdings, LLC.

Be sure to read the Plan as well as the Disclosure Statement. This Disclosure Statement describes the Plan, but it is the Plan itself that will, if confirmed, establish your rights.

B. Source of Information Contained in the Disclosure Statement

The information contained in this Disclosure Statement has been developed based upon the Debtor's filings in this bankruptcy case. This information has not been subject to any audit. All information is set forth as required pursuant to 11 U.S.C. § 1125 and is not to be construed as a representation by Proponent or to be used as an admission in any litigation.

C. Deadlines for Voting and Objecting; Date of Plan Confirmation Hearing

The Court has not yet confirmed the Plan described in this Disclosure Statement. This section describes the procedures pursuant to which the Plan will or will not be confirmed.

1. *Time and Place of the Hearing to Confirm Plan.* The time and place at which the Court will determine whether to finally approve this Disclosure Statement and confirm the Plan will be set under a separate order by the Court.
2. *Deadline for Voting to Accept or Reject the Plan.* If you are entitled to vote to accept or reject the plan, vote on the enclosed ballot and return the ballot by either (i) uploading the ballot to the Court's website through the Chapter 11 eBallot hyperlink (<https://pacer.flmb.uscourts.gov/cmecf/ballots/submission.asp>) or (ii) by returning the enclosed ballot in the enclosed envelope to: United States Bankruptcy Court, 300 North Hogan Street, 3rd Floor, Jacksonville, FL 32202. See below for a discussion of voting eligibility requirements. Your ballot must be received by the date provided in separate order of the Court or it will not be counted.
3. *Deadline for Objecting to the Adequacy of Disclosure and Confirmation.* Objections to this Disclosure Statement or to the confirmation of the Plan must be filed with the Court and served upon all parties in interest by at least the date provided by separate order of the Court.
4. *Identity of Person to Contact for More Information.* If you want additional information about the Plan, you should contact Fowler White Boggs P.A., Attn: Frank Harrison, 501 E. Kennedy Blvd., Suite 1700, Tampa, FL 33602, Tel: 813-222-2027, Fax: 813 384-2834; email: frank.harrison@fowlerwhite.com.

D. Disclaimer

The Court has conditionally approved this Disclosure Statement as containing adequate information to enable parties affected by the Plan to make an informed judgment about its terms. The Court has not yet determined whether the Plan meets the legal

requirements for confirmation, and the fact that the Court has approved this Disclosure Statement does not constitute an endorsement of the Plan by the Court, or a recommendation that it be accepted. The Court's approval of this Disclosure Statement is subject to final approval at the hearing on confirmation of the Plan. Objections to the adequacy of this Disclosure Statement may be filed until the date provided by separate order of this Court.

E. Rules of Interpretation and Construction

For purposes of the Plan, (i) any reference in the Plan to an existing document or exhibit filed or to be filed means that document or exhibit as it may have been or may be amended, modified, or supplemented; (ii) unless otherwise specified, all references in the Plan to sections, articles, and exhibits are references to sections, articles, or exhibits to the Plan; (iii) the words “herein,” “hereof,” “hereto,” “hereunder,” and other words of similar import refer to the Plan in its entirety and not to any particular portion of the Plan; (iv) captions and headings contained in the Plan are inserted for convenience and reference only, and are not intended to be part of or to affect the interpretation of the Plan; (v) wherever appropriate from the context, each term stated in either the singular or the plural shall include the singular and the plural, and pronouns stated in the masculine, feminine, or neuter gender shall include the masculine, feminine, and neuter gender; and (vi) the rules of construction outlined in Section 102 of the Bankruptcy Code and in the Bankruptcy Rules shall apply to the Plan.

II. BACKGROUND OF DEBTOR

A. Description and History of the Debtor's Business

The Debtor is a Florida limited liability company formed in 2008 to manage and develop a marina located at 4518 Irving Road, Jacksonville, Florida 32226 (the “**Marina**”). The Marina resides on two parcels of land.

Debtor's current equity is estimated to be *negative* \$14,695.56, as explained in the Equity Calculations attached hereto as Exhibit B.

Debtor is currently operating at a loss, as described in the most recent Monthly Operating Report, attached hereto as Exhibit C.

B. Insiders of the Debtor

The insiders of the Debtor, Dames Point Holdings, LLC, are as follows:

1. *Dames Point Marina, Inc.* Dames Point Marina, Inc. holds a 60% membership interest in the Debtor and is the Managing Member of Debtor.
2. *William F. Shafnacker.* According to Debtor's Case Management Summary (Doc. No. 10) William F. Shafnacker (“**Shafnacker**”) is the “primary owner” of Dames Point Marina, Inc., the Managing Member of Debtor. Accordingly, William F. Shafnacker is an insider as the “person in control of the Debtor” under 11 U.S.C. § 101(31)(C)(v).

3. *William M. Shafnacker*. William M. Shafnacker is the son of William F. Shafnacker, and thus a “relative of a ... person in control of the debtor” under 11 U.S.C. § 101(31)(C)(ii).
4. *P&B Marina Development, LLC*. P&B Marina Development, LLC holds a 40% membership interest in Debtor.

C. Management of the Debtor Before and During Bankruptcy

During the two years prior to the date on which this bankruptcy case was filed, the officers, managers, or other persons in control of the Debtor (collectively, the “**Managers**”) were: (i) Dames Point Marina, Inc., Managing Member and (ii) P&B Marina Development, LLC., Tax Matters Member (for federal income tax matters).

The Managers of the Debtor during the Debtor’s chapter 11 case have been: Dames Point Marina, Inc., Managing Member, through William F. Shafnacker.

As of the Effective Date, the Managing Member of the Debtor will be P&B Marina Development, LLC (the “**Post Confirmation Manager**”). The responsibilities and compensation of the Post Confirmation Manager are described below. Pursuant to the Plan, the Managing Member shall have the sole discretion to sell or otherwise dispose of property of the Debtor. Any and all corporate documents, including operating agreements or membership agreements, related to the Debtor may and shall be amended to reflect and incorporate any provisions of the Plan that are inconsistent with such corporate documents. Notwithstanding the foregoing sentence, the powers of the Post Confirmation Manager and all other provisions of the Plan shall be effective immediately upon the Effective Date regardless of whether any such corporate documents are actually amended and executed by the appropriate parties.

D. Events Leading to Chapter 11 Filing

By late 2011, the Property’s 2007, 2008, and 2009 property taxes in the amount of \$95,000 remained unpaid. The City of Jacksonville set two tax deeds for sale – one for each of the two parcels of the Marina. One sale was set for January 30, 2013. The other sale was set in 2011 but was postponed until January 30, 2013.

By January 29, 2013, the property tax delinquency amounted to approximately \$136,000. On January 29, 2013, P&B filed an involuntary petition for the chapter 11 bankruptcy of Debtor. A few hours later, Shafnacker filed the voluntary petition for Debtor’s chapter 11 bankruptcy.

E. Significant Events During the Bankruptcy Case

The following occurred during this bankruptcy case:

1. Debtor is operating at a loss according to its most recent Monthly Operating Report (Doc. No. 102). This report also indicates that this loss was unexpected: Debtor's actual monthly income was 25% lower than projected.
2. The Court approved the employment of CYA Accounting as Accountant for Debtor on June 27, 2013 (Doc. No. 101).
3. Debtor filed its Application to Employ Gust G. Sarris, Esquire as Attorney for Debtor on February 6, 2013 (Doc. No. 11). The Court conditionally approved Gust Sarris as counsel for Debtor on July 24, 2013 (Doc. No. 105).
4. Certain of Debtor's Monthly Operating Reports (Doc. Nos. 71, 83, 91, 102) indicate that it has over \$20,000 in accounts payable to various individuals and entities which are not listed in any of Debtor's schedules. These Monthly Operating Reports also list a "loan" of over \$3,000 to KC Petro which does not appear on any of Debtor's schedules and was not approved as postpetition financing.
5. On July 29, 2013, Proponent became aware that two State of Florida Uniform Commercial Code Financing Statements ("UCC-1s") were filed postpetition against Debtor.
 - a. David Radcliffe filed a UCC-1 on behalf of Alyssa Properties on February 25, 2013 (UCC Document Number 201308494589). This lien appears to have been filed in direct contravention of the automatic stay provided pursuant to § 362 of the Code and is therefore void. As part of the Plan, Alyssa Properties shall be obligated to file a termination of UCC and the Post Confirmation Manager is authorized to file a termination of UCC on behalf of Alyssa Properties if Alyssa Properties does not comply and file its own termination of UCC.
 - b. Gate Fuel Service, Inc. recorded its UCC-1 on May 8, 2013 (UCC Document Number 201308991019), covering essentially all of Debtor's personalty ("all goods ... and all deposit accounts and promissory notes being held and controlled by Dealer, and all accounts receivable, and all cash and non-cash proceeds and products related to any of the foregoing..."). This lien appears to have been filed in connection with postpetition financing, yet Debtor did not seek or obtain approval for postpetition financing or to provide the postpetition lien. Therefore, this lien and UCC-1 may be avoided pursuant to § 549 of the Code.
6. Debtor failed to file a plan during the 180-day exclusivity period provided to it by 11 U.S.C. § 1129(e). This period expired on July 29, 2013. Therefore, Proponent's filing and solicitation for the Plan is appropriate.

F. Current Financial Conditions

The most recent postpetition operating report since the commencement of Debtor's bankruptcy case is attached hereto in Exhibit C.

The identity and estimated fair market value of the estate's assets are listed in the attached Exhibit D. The source and basis for the valuation are Debtor's Amended Schedules (Doc. No. 49).

III. TREATMENT OF CLAIMS AND EQUITY INTERESTS

A. The Purpose of the Plan

As required by the Code, the Plan places claims and equity interests in various classes and describes the treatment each class will receive. The Plan also states whether each class of claims or equity interests is impaired or unimpaired. If the Plan is confirmed, your recovery will be limited to the amount provided by the Plan.

B. Unclassified Claims

Certain types of claims are automatically entitled to specific treatment under the Code. They are not considered impaired, and holders of such claims do not vote on the Plan. They may, however, object if, in their view, their treatment under the Plan does not comply with that required by the Code. As such, the Proponent has not placed the following claims in any class:

1. *U.S. Trustee's Fees.* U.S. Trustee Fees shall be paid in full through entry of a final decree, with funding coming first from Debtor's available cash and second from the new equity capital contributed by Proponent. U.S. Trustee Fees through September 30, 2012, are estimated to be \$1,950.00.
2. *Administrative Expenses.* Administrative expenses are costs or expenses of administering the Debtor's chapter 11 case which are allowed under § 507(a)(2) of the Code. The Code requires that all administrative expenses be paid on the effective date of the Plan, unless a particular claimant agrees to a different treatment. The administrative expenses will be paid in full upon the Effective Date and are estimated to total \$49,550.00:
 - a. Professional Fees for CYA Accounting: \$1,050.00.
 - b. Administrative substantial contribution professional fees reimbursement for P&B Marina Development, LLC: \$45,000.00.
 - c. Professional Fees for Gust Sarris, Attorney for Debtor: \$3,500.00.

Notwithstanding the foregoing, only those administrative claims allowed by the Court shall be paid pursuant to the Plan.

3. *Administrative Claims Bar Date.* All requests for payment of Administrative Claims and applications for payment of Professional Fee Claims shall be filed with the Bankruptcy Court and served upon the Debtor at least fourteen (14) days before the Confirmation Hearing or by such other deadline as may apply to such Administrative Claim pursuant to an order of the Bankruptcy Court, which shall supersede this provision. Except as provided herein, any Administrative Claim for which an application or request for payment is not filed within such time period shall be discharged and forever barred.
4. *Priority Tax Claims.* Priority tax claims are unsecured income, employment, and other taxes described by § 507(a)(8) of the Code. Unless the holder of such a § 507(a)(8) priority tax claim agrees otherwise, the holder must receive the present value of such claim, in regular installments paid over a period not exceeding five (5) years from the order of relief. The priority tax claims will be paid in full upon the Effective Date and are estimated to total \$5,113.05:
 - a. Florida Department of Revenue – Sales and Use Tax: \$5,113.05.

C. Secured Claims

Allowed secured claims are claims secured by property of the Debtor's bankruptcy estate (or that are subject to setoff) to the extent allowed as secured claims under § 506 of the Code. If the value of the collateral or setoffs securing the creditor's claim is less than the amount of the creditor's allowed claim, the deficiency will be classified as a general unsecured claim. The secured claims are classified and treated as follows:

1. ***Class 1 (Impaired) – Secured Claim of Rebecca Kahn for \$197,324.84.*** This allowed secured claim is secured by real property owned by the Debtor. As of the Effective Date, Post-Confirmation Debtor will (i) continue to make monthly payments in the amount of \$2,296.07 and (ii) cure the prepetition arrearage (in the amount of \$6,888.00) over 36 equal monthly payments. At closing of the Sale to the extent it sells the collateral securing the Class 1 secured claim, Class 1 shall be paid in full the then outstanding indebtedness. Other than payment of the arrearages as set forth herein, all other terms of the indebtedness to Class 1 shall remain the same, including the term and interest rate.
2. ***Class 2 (Unimpaired) – Secured Claim of American Servicing Company for \$60,000.*** This allowed secured claim is secured by real property owned by the Debtor distinct from that real property securing Class 1. As of the Effective Date, Post-Confirmation Debtor will (i) continue to make monthly payments as required by the loan's terms and (ii) cure the arrearage (in the amount of \$2,630.00) upon the Effective Date. At closing of the Sale, to the extent it sells the collateral securing the Class 2 secured claim, Class 2 shall be paid in full the then outstanding indebtedness. Class 2's rights are unaffected by its treatment under the Plan. Therefore, Class 2 is unimpaired and not entitled to vote on the Plan.

3. ***Class 3 (Impaired) – Secured Claim of Tarpon IV, LLC for \$50,002.06.***² This allowed secured claim is secured by real property owned by the Debtor. As of the Effective Date, Post-Confirmation Debtor will pay 25% of then outstanding indebtedness to Class 3. Upon the first year anniversary of the Effective Date, Post-Confirmation Debtor shall pay 1/3 of the then outstanding indebtedness to Class 3. Upon the two year anniversary of the Effective Date, Post-Confirmation Debtor shall pay 1/2 of the then outstanding indebtedness to Class 3. Upon the three year anniversary of the Effective Date, Post-Confirmation Debtor shall pay the remaining outstanding indebtedness to Class 4. Notwithstanding the foregoing, upon the closing of the Sale that includes the sale of Class 4's collateral, Post-Confirmation Debtor shall pay the full amount of the outstanding indebtedness then due to Class 3. Class 3 shall continue to accrue interest at its legally allowed rate.
4. ***Class 4 (Impaired) – Secured Claim of Izia Rokosz***³ ***for \$98,558.00.***⁴ This allowed secured claim is secured by real property owned by the Debtor. As of the Effective Date, Post-Confirmation Debtor will pay 25% of then outstanding indebtedness to Class 4. Upon the first year anniversary of the Effective Date, Post-Confirmation Debtor shall pay 1/3 of the then outstanding indebtedness to Class 4. Upon the two year anniversary of the Effective Date, Post-Confirmation Debtor shall pay 1/2 of the then outstanding indebtedness to Class 4. Upon the three year anniversary of the Effective Date, Post-Confirmation Debtor shall pay the remaining outstanding indebtedness to Class 4. Notwithstanding the foregoing, upon the closing of the Sale that includes the sale of Class 4's collateral, Post-Confirmation Debtor shall pay the full amount of the outstanding indebtedness then due to Class 4. Class 4 shall continue to accrue interest at its legally allowed rate.
5. ***Class 5 (Unimpaired) – Secured Claim of Duval County Property Appraiser for \$13,283.73.***⁵ This allowed secured claim is secured by real property owned by the Debtor. Post-Confirmation Debtor will pay this claim in full on the Effective Date.

D. Unsecured Priority Claims

Certain priority claims that are referred to in §§ 507(a)(1), (4), (5), (6), and (7) of the Code are required to be placed in classes. The Code requires that each holder of such a claim receive cash on the effective date of the Plan equal to the allowed amount of such claim. However, a class of holders of such claims may vote to accept different treatment. Proponent is aware of no priority unsecured claims.

² This figure includes interest accruing through September 30, 2013.

³ The Duval County Tax Collector filed a Proof of Claim for the amounts on tax certificates purchased by Tarpon IV, LLC (Class 3) and Izia Rokosz (Class 4). Tarpon IV, LLC filed a Proof of Claim based on its tax certificate, but Izia Rokosz did not file a Proof of Claim. The Plan separately classifies each tax certificate holder.

⁴ This figure includes interest accruing through September 30, 2013.

⁵ This figure includes interest accruing through September 30, 2013.

E. General Unsecured Claims

General unsecured claims are not secured by property of the estate and are not entitled to priority under § 507(a) of the Code. The Plan addresses the General Unsecured Claims in Class 6.

Class 6 (Impaired) – General Unsecured Claims totaling \$128,409.59.⁶ Class 6 will be paid in full upon the Sale from the net proceeds from the Sale. Class 6 claims will not accrue interest.

F. Equity Interest Holders

Equity interest holders are parties who hold an ownership interest (*i.e.*, equity interest) in the Debtor. In a limited liability company (“LLC”), the equity interest holders are the members. The Plan addresses the Equity Interest Holders in Class 7.

Class 7 (Impaired) – Equity Interest Holders. P&B Marina Development, LLC currently holds a 40% interest in Debtor and Dames Point Marina, Inc. holds a 60% interest in Debtor. Based upon Debtor’s prepetition indebtedness, postpetition indebtedness reflected in its operating reports, and anticipated administrative expenses, Proponent estimates that the value of the Equity Interests held by the Equity Interest Holders has no value.

Pursuant to the Plan, P&B Marina Development, LLC will contribute the new equity capital to consummate and perform under the Plan. Following the Effective Date, Post-Confirmation Debtor shall issue new equity interests and note such new equity interests within its books and records. Post-Confirmation Debtor shall issue to P&B Marina Development, LLC 95% of its equity interests. Post-Confirmation Debtor shall issue to Dames Point Marina, Inc. 5% of its equity interests.

Following the Effective Date, Members of the Post-Confirmation Debtor shall contribute to Post-Confirmation Debtor the cost to maintain the Property, pay property taxes, and make payments to creditors required pursuant to the Plan. If a Member is required to fund a shortfall from the inability of another Member to timely meet this obligation, the equity interest of the non-funding Member shall be diluted by the amount of the shortfall funded, and such other Member’s equity interest shall be increased by the same. Such dilutions and increases shall be calculated based on Post-Confirmation Debtor’s equity at the time the shortfall is funded.

⁶ Debtor’s schedules list secured claims for “Marcom” and “Radcliffe.” While Proponent discovered a postpetition and void UCC-1 related to “Radcliffe,” Proponent is not aware of any prepetition UCC-1s for either claim. Accordingly, the Plan treats these claims as unsecured. Proponent or Post-Confirmation Debtor will object to the secured status of the claims. Regardless, those unsecured claims will be paid in full under the Plan.

Pursuant to the Plan, Proponent, as the Managing Member of the Post-Confirmation Debtor shall have the sole discretion to sell or otherwise dispose of property of the Post-Confirmation Debtor. Any and all corporate documents, including operating agreements or membership agreements, related to the Debtor may and shall be amended to reflect and incorporate any provisions of the Plan that are inconsistent with such corporate documents. Notwithstanding the foregoing sentence, the powers of the Post Confirmation Manager and all other provisions of the Plan shall be effective immediately upon the Effective Date regardless of whether any such corporate documents are actually amended and executed by the appropriate parties.

IV. MEANS OF IMPLEMENTING THE PLAN

A. Source of Payments

P&B Marina Development, LLC will contribute to Post-Confirmation Debtor new equity to fund the payments required under the Plan on the Effective Date and commit to funding the remainder of the payments due under the Plan as necessary to cover its obligations and any shortfalls from Dames Point Marina, Inc. Post-Confirmation Debtor shall maintain the Property, pay property taxes on the Property, and make the payments required to creditors from the contributions from the members of Post-Confirmation Debtor and the Sale.

Post-Confirmation Debtor will cease all current active marina operations and operate only to effectuate the Sale. Post-Confirmation Debtor will employ a real estate broker to market the Property for sale. After the Sale of the Property (or portions thereof), Post-Confirmation Debtor shall distribute the proceeds of the Sale in accordance with this Plan.

B. Post-Confirmation Management

As discussed above, Proponent, currently affiliated with Debtor as a Member and an “insider” under 11 U.S.C. § 101(31) shall become Managing Member without compensation. The Managing Member shall have all of the rights set forth in this Plan.

C. The Effective Date and Vesting of Assets in the Post-Confirmation Debtor

The Effective Date shall be that certain date upon which the Proponent makes the first payments due pursuant to the Plan. Proponent may file a Notice of Effective Date, however the failure to file such Notice shall not alter the Effective Date. Except as otherwise provided in this Plan, or any agreement, contract, release, instrument or indenture relating thereto, on the Effective Date, all property in the Estate and any property of the Debtor upon the Effective Date, shall vest in the Post-Confirmation Debtor, respectively, free and clear of all liens, claims, charges or other encumbrances. On or after the Effective Date, the Post-Confirmation Debtor may operate its business and may use, acquire, or dispose of property and compromise or settle any Claims without supervision or approval of the Bankruptcy Court and free of any restrictions of the Bankruptcy Code or Bankruptcy Rules, other than those restrictions expressly imposed by the Plan and the Confirmation Order. Without limiting the generality of the foregoing, the Post-Confirmation Debtor may,

without application to or approval by the Bankruptcy Court, pay fees that it incurs after the Confirmation Date for professional fees and expenses. Wherever the Plan refers to the Debtor's authority, responsibilities, rights, powers, or limitations on or after the Effective Date, such reference shall be deemed to be a reference to the Post-Confirmation Debtor. The Post-Confirmation Debtor shall have the same authority, responsibilities, rights, powers, or limitations to discharge the duties of the Debtor pursuant to the Plan.

D. Substantial Consummation

The Plan shall be substantially consummated upon the Effective Date.

E. Bond

Post-Confirmation Debtor shall not be required to post a bond.

V. CONFIRMATION REQUIREMENTS AND PROCEDURES

To be confirmable, the Plan must meet the requirements listed in §§ 1129(a) or (b) of the Code. These include the requirements that: the Plan must be proposed in good faith; at least one impaired class of claims must accept the plan, without counting votes of insiders; the Plan must distribute to each creditor and equity interest holder at least as much as the creditor or equity interest holder would receive in a chapter 7 liquidation case, unless the creditor or equity interest holder votes to accept the Plan; the Plan must be feasible. These requirements are not the only requirements listed in § 1129, and they are not the only requirements for confirmation.

The Proponent may modify the Plan at any time before confirmation of the Plan. However, the Court may require a new disclosure statement and/or revoting on the Plan.

A. Voting Overview

Any party in interest may object to the confirmation of the Plan if the party believes that the requirements for confirmation are not met.

Many parties in interest, however, are not entitled to vote to accept or reject the Plan. Holders of claims in the impaired Classes 1, 3, 4, 6 and 7 above are entitled to vote to accept or reject the Plan. Holders of claims in unimpaired Classes 2 and 5 are not entitled to vote.

A creditor or equity interest holder has a right to vote for or against the Plan only if that creditor or equity interest holder has a claim or equity interest that is both (1) allowed or allowed for voting purposes and (2) impaired. A creditor whose claim has been allowed in part as a secured claim and in part as an unsecured claim, or who otherwise hold claims in multiple classes, is entitled to accept or reject a Plan in each capacity, and should cast one ballot for each claim.

B. Allowed Claims

Only a creditor or equity interest holder with an allowed claim or an allowed equity interest has the right to vote on the Plan.

Generally, a claim or equity interest is allowed if either (i) the Debtor has scheduled the claim on the Debtor's schedules (unless the claim has been scheduled as disputed, contingent, or unliquidated) or (ii) the creditor has filed a proof of claim or equity interest, unless an objection has been filed to such proof of claim or equity interest.

When a claim or equity interest is not allowed, the creditor or equity interest holder holding the claim or equity interest cannot vote unless the Court, after notice and hearing, either overrules the objection or allows the claim or equity interest for voting purposes pursuant to Rule 3018(a) of the Federal Rules of Bankruptcy Procedure.

The deadline for filing a Proof of Claim in this case was June 11, 2013.

C. Impaired Claims

As provided in § 1124 of the Code, a class is considered impaired if the Plan alters the legal, equitable, or contractual rights of the members of that class.

D. Those Not Entitled to Vote

The holders of the following types of claims and equity interests are not entitled to vote: holders of claims and equity interests that disallowed by an order of the Court; holders of other claims or equity interests that are not "allowed claims" or "allowed equity interests" (as discussed above), unless they have been "allowed" for voting purposes; holders of claims or equity interests in unimpaired classes; holders of priority claims pursuant to §§ 507(a)(2), (a)(3), and (a)(8) of the Code; holders of claims or equity interests in classes that do not receive or retain any value under the Plan.

Even if you are not entitled to vote on the plan, you have a right to object to the confirmation of the Plan and to the adequacy of the Disclosure Statement.

E. Votes Necessary to Confirm the Plan

If impaired classes exist, the Court cannot confirm the Plan unless (1) at least one impaired class of creditors has accepted the Plan without counting the votes of any insiders within that class and (2) all impaired classes have voted to accept the Plan, unless the Plan is eligible to be confirmed by "cram down" on non-accepting classes, as discussed below.

1. ***Votes Necessary for a Class to Accept the Plan.*** A class of claims accepts the Plan if both of the following occur: (i) the holders of more than one-half (1/2) of the allowed claims in the class, who vote, cast their votes to accept the Plan and (ii) the holders of at least two-thirds (2/3) in dollar amount of the allowed claims in the class, who vote, cast their votes to accept the Plan. A class of equity interests accepts the Plan if the holders of

at least two-thirds (2/3) in amount of the allowed equity interests in the class, who vote, cast their votes to accept the Plan.

2. *Treatment of Nonaccepting Classes*. Even if one or more impaired classes reject the Plan, the Court may nonetheless confirm the Plan if the nonaccepting classes are treated in the manner prescribed by § 1129(b) of the Code. A plan that binds nonaccepting classes is commonly referred to as a “cram down” plan. The Code allows the Plan to bind nonaccepting classes of claims or equity interests if it meets all the requirements for consensual confirmation except the voting requirements of § 1129(a)(8) of the Code, does not “discriminate unfairly,” and is “fair and equitable” toward each impaired class that has not voted to accept the Plan.

F. Objections to Claims

Pursuant to Rule 3007 of the Federal Rules of Bankruptcy Procedure, objections to the allowance of a claim must be made in writing and “mailed or otherwise delivered to the claimant” at least thirty (30) days prior to the Confirmation Hearing.

Except to the extent that a claim is already allowed pursuant to a final non-appealable order, the Proponent reserves the right to object to claims. Therefore, even if your claim is allowed for voting purposes, you may not be entitled to a distribution if an objection to your claim is later upheld. The procedures for resolving disputed claims are set forth in the Plan.

G. Undeliverable Distributions

If a distribution to any Claimant is returned as undeliverable, Post-Confirmation Debtor shall use reasonable efforts to determine such Claimant’s current address, failing which, said Distributions shall returned to the Post-Confirmation Debtor.

V. LIQUIDATION ANALYSIS, RISK FACTORS, & FEASIBILITY

A. Liquidation Analysis

To confirm the Plan, the Court must find that all creditors and equity interest holders who do not accept the Plan will receive at least as much under the Plan as such claim and equity interest holders would receive in a chapter 7 liquidation. A Liquidation Analysis is attached to this Disclosure Statement as Exhibit E.

Proponent believes that if Debtor’s assets were sold in a chapter 7 liquidation, the unsecured creditors would receive only the fractional distribution (reflected in Exhibit E) because of the distressed and hurried nature of such a liquidation, the current credit and real estate crisis, and the fees and costs associated with a chapter 7 plan. Under the Plan, all creditors shall receive 100% of their allowed claims. Further, in a chapter 7, Debtor’s equity would receive no value. Under the Plan, Debtor’s equity retains some interest in the Debtor on account of its prepetition equity interests.

B. Risk Factors

The risk associated with this Plan is the amount generated at the Sale: it is unclear how much the Property will generate at the Sale. Proponent believes that through investment over time and the funding required under the Plan, a well marketed Sale which closed at a more opportune time, could generate greater value than the estimates provided by Debtor, therefore allowing creditors to be paid in full. Therefore, it is anticipated that the Sale will generate enough income to cover existing liabilities. Moreover, the Sale contemplated under the Plan affords more flexibility as to the timing and means of the Sale, avoiding the distressed and hurried nature associated with the a chapter 7 liquidation sale that traditionally results in a depressed value realization.

C. Feasibility

The Court must find that confirmation of the Plan is not likely to be followed by the liquidation, or the need for further financial reorganization, of the Debtor or any successor to the Debtor, unless such liquidation or reorganization is proposed in the Plan. The Proponent must also show that it will have enough cash over the life of the Plan to make the required payments.

The Proponent believes that it will have enough cash on hand on the Effective Date of the Plan and during the Plan period to pay all the claims and expenses that are entitled to be paid on that date and subsequent pursuant to the Plan, including to pay shortfalls, if any, of Dames Point Marina, Inc.

Because Post-Confirmation Debtor will cease all current operations, future financial information is not provided in this Disclosure Statement or in the Plan.

You should consult with your accountant or other financial advisor if you have any questions pertaining to these projections.

VI. EFFECT OF CONFIRMATION OF PLAN

A. No Discharge of Debtor

In accordance with § 1141(d)(3) of the Code, the Debtor will not receive any discharge of any debt in this bankruptcy case.

B. Modification of Plan

The Proponent may modify the Plan at any time after confirmation only if the Court authorizes the proposed modifications after notice and a hearing.

C. Final Decree

Once the estate has been fully administered, as provided in Rule 3022 of the Federal Rules of Bankruptcy Procedure, the Proponent, or such other party as the Court shall designate in

a confirmation order, shall file a motion with the Court to obtain a final decree to close the case. Alternatively, the Court may enter such a final decree on its own initiative.

D. Projected Recovery of Avoidable Transfers and Retention of Other Causes of Action

As creditors will be paid in full, Proponent does not intend for Post-Confirmation Debtor pursue preference, fraudulent conveyance, or other avoidance actions.

Post-Confirmation Debtor does explicitly reserve the right to bring litigation claims against its current managing member, Dames Point Marina, Inc., its principal William F. Shafnacker, and his William M. Shafnacker for breach of fiduciary duty, embezzlement, civil theft, misappropriation or such other similar causes of action for utilizing funds of the Debtor, both prepetition and postpetition, for unauthorized distributions, including but not limited to the payment and use of such funds for personal expenses and personal use of Debtor's property without reasonable consideration in exchange for such use.

E. Executory Contracts and Unexpired Leases

The Post-Confirmation Debtor will assume only the Submerged Land Lease with Florida Department of Environmental Protection and the contract for services with DIRECTV. Assumption means that the Debtor has elected to continue to perform the obligations under such contracts and unexpired leases, and to cure defaults of the type that must be cured under the Code, if any. The Plan also lists how the Debtor will cure and compensate the other party to such contract or lease for any such defaults.

If you object to the assumption of your unexpired lease or executory contract, the proposed cure of any defaults, or the adequacy of assurance of performance, you must file and serve your objection to the Plan within the deadline for objecting to the confirmation of the Plan, unless the Court has set an earlier time. ***All executory contracts and unexpired leases that are not listed in the Plan will be rejected under the Plan. Consult your adviser or attorney for more specific information about particular contracts or leases.***

If you object to the rejection of your contract or lease, you must file and serve your objection to the Plan within the deadline for objecting to the confirmation of the Plan. ***The deadline for filing a Proof of Claim based on a claim arising from the rejection of a lease or contract is thirty (30) days from the entry of the Confirmation Order. Any claim based on the rejection of a contract or lease will be barred if the Proof of Claim is not timely filed, unless the Court orders otherwise.***

F. Tax Consequences of Plan

Creditors and equity interest holders concerned with how the plan may affect their tax liability should consult with their own accountants, attorneys, and/or advisors. How creditors or equity interest holders have declared the value of their claims or interests in the Debtor may alter the affect their tax consequences.

G. Exemption from Transfer and Similar Stamp Taxes

Pursuant to 11 U.S.C. § 1146, the recording of an instrument of transfer in connection with the Plan or related transfer of property or security interests shall not be taxed under any law imposing a stamp or similar tax, including without limitation documentary stamp taxes or intangibles taxes, whether on any deed, leasehold, assignment, promissory note, security agreement or mortgage. The Sale of Post-Confirmation Debtor's Property, either in full, or in portions shall be conducted pursuant to the Plan and therefore exempt, whether conducted as a single sale or several sales, from any taxes under any law imposing a stamp or similar tax, including without limitation documentary stamp taxes or intangibles taxes, whether on any deed, leasehold, assignment, promissory note, security agreement or mortgage.

H. Injunction Against Enforcement of Preconfirmation Debt

Except as expressly provided in the Plan and/or Confirmation Order, any holders of claims against or interests arising prior to the Effective Date shall be enjoined from taking any of the following actions against or affecting any of the Debtor's property:

1. commencing, conducting or continuing in any manner, whether directly or indirectly, any suit, action, or other proceeding of any kind arising before the Effective Date against Debtor, Post-Confirmation Debtor, any of the Debtor's property, or any of Post-Confirmation Debtor's property. All suits, actions, and proceedings that are pending as of the Effective Date shall be deemed to be withdrawn or dismissed with prejudice;
2. enforcing, levying, attaching, collecting, or otherwise recovering by any manner or means, whether directly or indirectly, any judgment, award, decree, or order against Debtor, Post-Confirmation Debtor, any of the Debtor's property, or any of Post-Confirmation Debtor's property which relates to any obligation which arose prior to the Effective Date;
3. creating, perfecting, or otherwise enforcing in any manner, whether directly or indirectly, any lien or encumbrance against Debtor, Post-Confirmation Debtor, any of the Debtor's property, or any of Post-Confirmation Debtor's property;
4. asserting any right of subrogation or recoupment of any kind, whether directly or indirectly, against any obligation due Debtor, Post-Confirmation Debtor, any of the Debtor's property, or any of Post-Confirmation Debtor's property;
5. proceeding in any manner in any place whatsoever that does not conform or comply with the provisions of the Plan

I. Retention of Jurisdiction

The Bankruptcy Court, even after the bankruptcy case has been closed, shall have jurisdiction to the fullest extent of the law over all matters arising under, arising in, or relating to the Debtor's Chapter 11 cases, including proceedings to:

1. ensure that the Plan is carried out;
2. enter such orders as may be necessary or appropriate to implement, consummate, or enforce the provisions of the Plan and all contracts, instruments, releases, indentures and other agreements or documents created in connection with the Plan, the Disclosure Statement, or Confirmation Order;
3. consider any modification of the Plan under Section 1127 of the Bankruptcy Code;
4. hear and determine all Claims, controversies, suits, and disputes against the Debtor to the extent permitted under 28 U.S.C. § 1334;
5. allow, disallow, determine, liquidate, classify, estimate, or establish the priority or secured or unsecured status of any Claim, including the resolution of any and all objections to the allowance or priority of Claims;
6. hear, determine, and adjudicate any litigation involving causes of action constituting the Debtor's Property;
7. decide or resolve any motions, adversary proceedings, contested or litigated matters and any other matters and grant or deny any applications involving the Debtor that may be pending on or commenced after the Effective Date;
8. resolve any cases, controversies, suits, or disputes that may arise in connection with the consummation, interpretation, or enforcement of the Plan, or any entity's obligations incurred in connection with the Plan, or any other agreements governing, instruments evidencing, or documents relating to any of the foregoing, including the interpretation or enforcement of any rights, remedies, or obligations under any of the foregoing;
9. hear and determine all controversies, suits, and disputes that may arise out of or in connection with the enforcement of any and all subordination and similar agreements among various creditors pursuant to Section 510 of the Bankruptcy Code;
10. hear and determine all requests for compensation and/or reimbursement of expenses that may be made for fees and expenses incurred before the Effective Date;
11. enforce any Final Order, the Confirmation Order, the final decree, and all injunctions contained in those orders;

12. enter an order concluding and terminating this bankruptcy case;
13. correct any defect, cure any omission, or reconcile any inconsistency in the Plan or the Confirmation Order;
14. determine all questions and disputes regarding title to the Debtor's Property and any other assets of the Debtor;
15. classify the Claims of any Claim Holders and the treatment of these Claims under the Plan, to re-examine Claims that may have been allowed for purposes of voting, and to determine objections that may be filed to any Claims;
16. take any action described in the Plan involving the Post-Confirmation Debtor;
17. enter a final decree in the Debtor's bankruptcy cases as contemplated by Bankruptcy Rule 3022;
18. enter any order modifying the Confirmation Order as requested by Post-Confirmation Debtor;
19. enforce, by injunction, damages or otherwise, the provisions set forth in the Plan, the Confirmation Order, any final decree, and any Final Order that provides for the adjudication of any issue by the Bankruptcy Court; and
20. enter and implement such orders as are necessary or appropriate if the Confirmation Order is for any reason modified, stayed, reversed, revoked, or vacated.

If the Bankruptcy Court abstains or exercises discretion not to hear any matter within the scope of its jurisdiction, nothing herein shall prohibit or limit the exercise of jurisdiction by any other tribunal of competent jurisdiction.

J. Exculpation from Liability

ON THE EFFECTIVE DATE, THE PROFESSIONALS (AS DEFINED IN THE PLAN) SHALL BE DEEMED TO BE RELEASED IN FULL FROM ANY AND ALL CLAIMS AND LIABILITY ARISING IN CONNECTION WITH ANY ACT, OMISSION, TRANSACTION OR OTHER ACTIVITY OF ANY KIND OR NATURE THAT OCCURRED PRIOR TO THE EFFECTIVE DATE RELATING TO OR ARISING FROM ANY ACT OR OMISSION TAKEN BY OR ON BEHALF OF THE DEBTOR OR THE ESTATE. NOTWITHSTANDING THE ABOVE, NO PROFESSIONAL SHALL BE DEEMED "RELEASED" WITH RESPECT TO ANY ACT INVOLVING WILLFUL MISCONDUCT OR GROSS NEGLIGENCE BY SUCH PROFESSIONAL.

K. Binding Effect

Upon occurrence of the Effective Date, the Plan shall be binding on, and inure to the benefit of, the Debtor, the Claim holders and Interest holders, and their respective successors and assigns, regardless of whether those parties voted to accept the Plan.

L. Governing Law

Except to the extent that the Bankruptcy Code, Bankruptcy Rules or U.S. Intellectual Property Laws are applicable, the rights and obligations arising under the Plan shall be governed by, and construed and enforced in accordance with, the laws of the State of Florida, without giving effect to any conflicts of law principles.

Respectfully Submitted,



Phil Tingle
for P&B Marina Development, LLC

Respectfully Submitted,

/s/ Scott A. Underwood

Scott A. Underwood
Florida Bar Number 0730041
Frank S. Harrison
Florida Bar Number 0099438
FOWLER WHITE BOGGS P.A.
P.O. Box 1438
Tampa, FL 33601
Tel: (813) 228-7411
Fax: (813) 229-8313
Email: scott.underwood@fowlerwhite.com
Email: frank.harrison@fowlerwhite.com
*Attorneys for P&B Marina Development,
LLC*

Exhibit A
Copy of the Plan

UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF FLORIDA
JACKSONVILLE DIVISION

In re:

Case No. 3:13-bk-00516-JAF

Jointly Administered Under

DAMES POINT HOLDINGS, LLC,
f/k/a B&B Properties,

Chapter 11

Debtor.

**P&B MARINA'S
PLAN OF REORGANIZATION FOR DAMES POINT HOLDINGS, LLC**

P&B Marina's Plan of Reorganization for Dames Point Holdings, LLC (the "**Plan**") filed by P&B Marina Development, LLC ("**Proponent**") shall pay Debtor's creditors as set forth herein.

Proponent is an unsecured creditor and partial owner of Debtor. Under the Plan, the Proponent will contribute substantial new equity capital to Debtor, subordinate to Debtor's creditors, and Debtor's ownership structure will be correspondingly restructured ("**Post-Confirmation Debtor**"). Proponent will assume management of Post-Confirmation Debtor, cease current active marina operations, and use the new equity contributions to effectuate a deliberate, marketed sale of Debtor's assets, allowing for flexibility to also assess the appropriate market conditions to effectuate a sale or multiple sales (collectively, the "**Sale**").

The information contained in the Plan has been developed based upon the Debtor's filings in this bankruptcy case. This information has not been subject to any audit.

A disclosure statement that provides more detailed information regarding this Plan and the rights of creditors and equity security interest holders has been circulated with this Plan. ***Your rights may be affected. You should read the Plan and this Disclosure Statement carefully and discuss them with your attorney. If you do not have an attorney, you may wish to consult one.***

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I. DEFINITIONS AND CONSTRUCTION OF TERMS

All capitalized terms not otherwise defined in the Plan or Disclosure Statement shall have the meanings ascribed to them in the attached Exhibit A to the Plan. Any capitalized term used in the Plan that is not defined in Exhibit A or elsewhere in the Plan shall have the meaning ascribed to that term in the Disclosure Statement, Bankruptcy Code, or the Federal Rules of Bankruptcy Procedure, as the case may be.

For purposes of the Plan, (i) any reference in the Plan to an existing document or exhibit filed or to be filed means that document or exhibit as it may have been or may be amended, modified, or supplemented; (ii) unless otherwise specified, all references in the Plan to sections, articles, and exhibits are references to sections, articles, or exhibits to the Plan; (iii) the words “herein,” “hereof,” “hereto,” “hereunder,” and other words of similar import refer to the Plan in its entirety and not to any particular portion of the Plan; (iv) captions and headings contained in the Plan are inserted for convenience and reference only, and are not intended to be part of or to affect the interpretation of the Plan; (v) wherever appropriate from the context, each term stated in either the singular or the plural shall include the singular and the plural, and pronouns stated in the masculine, feminine, or neuter gender shall include the masculine, feminine, and neuter gender; and (vi) the rules of construction outlined in Section 102 of the Bankruptcy Code and in the Bankruptcy Rules shall apply to the Plan.

II. ADMINISTRATIVE EXPENSE CLAIMS, U.S. TRUSTEE’S FEES, AND PRIORITY TAX CLAIMS UNDER THE PLAN

The Plan does not put administrative expenses claims, U.S. Trustee’s fees, or priority tax claims in classes. However, the holders of such claims and the U.S. Trustee’s fees will be paid in upon the Effective Date or upon such other terms as may be agreed upon by the holder of the claim and Post-Confirmation Debtor.

1. *Administrative Expenses.* The administrative expenses are estimated to total \$49,550.00:
 - a. Professional fees for CYA Accounting: \$1,050.00;
 - b. Administrative substantial contribution professional fees reimbursement for P&B Marina Development, LLC: \$45,000.00;
 - c. Professional fees for Gust Sarris, Attorney for Debtor: \$3,500.00.
2. *U.S. Trustee’s Fees.* U.S. Trustee’s Fees shall be paid in full through entry of a final decree, with funding coming first from Debtor’s available cash and second from the new equity capital contributed by Proponent. U.S. Trustee’s Fees through September 30, 2012, are estimated to be \$1,950.00.
3. *Priority Tax Claims.* The priority tax claims for the Florida Department of Revenue are estimated to total \$5,113.05.

Notwithstanding the foregoing, only those administrative claims allowed by the Court shall be paid as described herein.

All requests for payment of Administrative Claims and applications for payment of professional fee Claims shall be filed with the Bankruptcy Court and served upon the Debtor at least fourteen (14) days before the Confirmation Hearing or by such other deadline as may apply to such Administrative Claim pursuant to an order of the Bankruptcy Court, which shall supersede this provision (“**Administrative Claims Bar Date**”). Except as provided herein, any Administrative Claim for which an application or request for payment is not filed within such time period shall be discharged and forever barred.

III. CLASSES UNDER THE PLAN

The Plan’s classes are as follows:

1. Class 1 – Secured claim of Rebecca S. Kahn, as allowed under 11 U.S.C. § 506.
2. Class 2 – Secured claim of American Servicing Company, as allowed under 11 U.S.C. § 506.
3. Class 3 – Secured claim of Tarpon IV, LLC as allowed under 11 U.S.C. § 506.
4. Class 4 – Secured claim of Izia Rokosz as allowed under 11 U.S.C. § 506.
5. Class 5 – Secured claim of Duval County Tax Collector as allowed under 11 U.S.C. 506.
6. Class 6 – General unsecured claims allowed under § 502 of the Code.
7. Class 7 – Interests of equity security holders.

IV. TREATMENT OF CLAIMS AND INTERESTS UNDER THE PLAN

The Plan treats the classes and interests as follows:

1. ***Class 1 (Impaired) – Secured Claim of Rebecca Kahn.*** This allowed secured claim is secured by real property owned by the Debtor. As of the Effective Date, Post-Confirmation Debtor will (i) continue to make monthly payments in the amount of \$2,296.07 and (ii) cure the prepetition arrearage (in the amount of \$6,888.00) over 36 equal monthly payments. At closing of the Sale to the extent it sells the collateral securing the Class 1 secured claim, Class 1 shall be paid in full the then outstanding indebtedness. Other than payment of the arrearages as set forth herein, all other terms of the indebtedness to Class 1 shall remain the same, including the term and interest rate.

2. ***Class 2 (Unimpaired) – Secured Claim of American Servicing Company.*** This allowed secured claim is secured by real property owned by the Debtor distinct from that real property securing Class 1. As of the Effective Date, Post-Confirmation Debtor will (i) continue to make monthly payments as required by the loan's terms and (ii) cure the arrearage (in the amount of \$2,630.00) upon the Effective Date. At closing of the Sale, to the extent it sells the collateral securing the Class 2 secured claim, Class 2 shall be paid in full the then outstanding indebtedness. Class 2's rights are unaffected by its treatment under the Plan. Therefore, Class 2 is unimpaired and not entitled to vote on the Plan.
3. ***Class 3 (Impaired) – Secured Claim of Tarpon IV, LLC.*** This allowed secured claim is secured by real property owned by the Debtor. As of the Effective Date, Post-Confirmation Debtor will pay 25% of then outstanding indebtedness to Class 3. Upon the first year anniversary of the Effective Date, Post-Confirmation Debtor shall pay 1/3 of the then outstanding indebtedness to Class 3. Upon the two year anniversary of the Effective Date, Post-Confirmation Debtor shall pay 1/2 of the then outstanding indebtedness to Class 3. Upon the three year anniversary of the Effective Date, Post-Confirmation Debtor shall pay the remaining outstanding indebtedness to Class 4. Notwithstanding the foregoing, upon the closing of the Sale that includes the sale of Class 4's collateral, Post-Confirmation Debtor shall pay the full amount of the outstanding indebtedness then due to Class 3. Class 3 shall continue to accrue interest at its legally allowed rate.
4. ***Class 4 (Impaired) – Secured Claim of Izia Rokosz.***¹ This allowed secured claim is secured by real property owned by the Debtor. As of the Effective Date, Post-Confirmation Debtor will pay 25% of then outstanding indebtedness to Class 4. Upon the first year anniversary of the Effective Date, Post-Confirmation Debtor shall pay 1/3 of the then outstanding indebtedness to Class 4. Upon the two year anniversary of the Effective Date, Post-Confirmation Debtor shall pay 1/2 of the then outstanding indebtedness to Class 4. Upon the three year anniversary of the Effective Date, Post-Confirmation Debtor shall pay the remaining outstanding indebtedness to Class 4. Notwithstanding the foregoing, upon the closing of the Sale that includes the sale of Class 4's collateral, Post-Confirmation Debtor shall pay the full amount of the outstanding indebtedness then due to Class 4. Class 4 shall continue to accrue interest at its legally allowed rate.
5. ***Class 5 (Unimpaired) – Secured Claim of Duval County Property Appraiser.*** This allowed secured claim is secured by real property owned by the Debtor. Post-Confirmation Debtor will pay this claim in full on the Effective Date.

¹ The Duval County Tax Collector filed a Proof of Claim for the amounts on tax certificates purchased by Tarpon IV, LLC (Class 3) and Izia Rokosz (Class 4). Tarpon IV, LLC filed a Proof of Claim based on its tax certificate, but Izia Rokosz did not file a Proof of Claim. The Plan separately classifies each tax certificate holder.

6. ***Class 6 (Impaired) – General Unsecured Claims.***² Class 6 will be paid in full upon the Sale from the net proceeds from the Sale. Class 6 claims will not accrue interest. Alyssa Properties shall be obligated to file a termination of UCC and the Post Confirmation Manager is authorized to file a termination of UCC on behalf of Alyssa Properties if Alyssa Properties does not comply and file its own termination of UCC.
7. ***Class 7 (Impaired) – Equity Interest Holders.*** P&B Marina Development, LLC currently holds a 40% interest in Debtor and Dames Point Marina, Inc. holds a 60% interest in Debtor. Based upon Debtor’s prepetition indebtedness, postpetition indebtedness reflected in its operating reports, and anticipated administrative expenses, Proponent estimates that the value of the Equity Interests held by the Equity Interest Holders has no value.

P&B Marina Development, LLC will contribute the new equity capital to consummate and perform under the Plan. Following the Effective Date, Post-Confirmation Debtor shall issue new equity interests and note such new equity interests within its books and records. Post-Confirmation Debtor shall issue to P&B Marina Development, LLC 95% of its equity interests. Post-Confirmation Debtor shall issue to Dames Point Marina, Inc. 5% of its equity interests.

Following the Effective Date, Members of the Post-Confirmation Debtor shall contribute to Post-Confirmation Debtor the cost to maintain the Property, pay property taxes, and make payments to creditors required herein. If a Member is required to fund a shortfall from the inability of another Member to timely meet this obligation, the equity interest of the non-funding Member shall be diluted by the amount of the shortfall funded, and such other Member’s equity interest shall be increased by the same. Such dilutions and increases shall be calculated based on Post-Confirmation Debtor’s equity at the time the shortfall is funded.

Proponent, as the Managing Member of the Post-Confirmation Debtor shall have the sole discretion to sell or otherwise dispose of property of the Post-Confirmation Debtor. Any and all corporate documents, including operating agreements or membership agreements, related to the Debtor may and shall be amended to reflect and incorporate any provisions of the Plan that are inconsistent with such corporate documents. Notwithstanding the foregoing sentence, the powers of the Post Confirmation Manager and all other provisions of the Plan shall be effective immediately upon the Effective Date regardless of whether any such corporate documents are actually amended and executed by the appropriate parties.

² Debtor’s schedules list secured claims for “Marcom” and “Radcliffe.” While Proponent discovered a postpetition and void UCC-1 related to “Radcliffe,” Proponent is not aware of any prepetition UCC-1s for either claim. Accordingly, the Plan treats these claims as unsecured. Proponent or Post-Confirmation Debtor will object to the secured status of the claims. Regardless, those unsecured claims will be paid in full under the Plan.

V. ALLOWANCE AND DISALLOWANCE OF CLAIMS

The plan allows or disallows claims as follows:

1. **Disputed Claims.** A disputed claim is a claim that has not been allowed or disallowed by a final non-appealable order by, and as to which either: (i) a Proof of Claim has been filed or deemed filed, and the Debtor or another party in interest has filed an objection; or (ii) no Proof of Claim has been filed, and the Debtor has scheduled such claim as disputed, contingent, or unliquidated.
2. **Delay of Distribution on a Disputed Claim.** No distribution will be made on account of a disputed claim unless such claim is allowed by a final non-appealable order.
3. **Settlement of Disputed Claims.** The Debtor will have the power and authority to settle and compromise a disputed claim with court approval and compliance with Rule 9019 of the Federal Rules of Bankruptcy Procedure.
4. **Disputed Claims Escrow.** To the extent a claim or interest is a disputed, distributions allocable thereto shall not be made to the holder of such claim or interest, but shall be held by the Debtor in a separate, interest bearing escrow account. When a disputed claim or interest, or any portion thereof, becomes an allowed claim or interest, the Debtor shall cause a distribution to be made to the holder of such allowed claim or interest in accordance with the provisions of this Plan with respect to treatment of the class of creditors or interest holders in which the allowed claim or interest is classified, within ten (10) business days after the order which allows such claim or interest becomes a final order.
5. **Undeliverable Distributions.** If a distribution to any Claimant is returned as undeliverable, Post-Confirmation Debtor shall use reasonable efforts to determine such Claimant's current address, failing which, said Distributions shall returned to the Post-Confirmation Debtor.
6. **Time Limit for Objections to Claims or Interests.** Pursuant to Rule 3007 of the Federal Rules of Bankruptcy Procedure, objections to the allowance of a claim must be made in writing and "mailed or otherwise delivered to the claimant" at least thirty (30) days prior to the Confirmation Hearing.

VI. EXECUTORY CONTRACTS AND UNEXPIRED LEASES

The plan governs executory contracts and unexpired leases as follows:

1. **Assumed Executory Contracts and Unexpired Leases.** The Post-Confirmation Debtor will assume only the Submerged Land Lease with Florida Department of Environmental Protection and the contract for services with DIRECTV. Assumption means that the Debtor has elected to continue to perform the obligations under such contracts and unexpired leases, and to cure defaults of the type that must be cured

under the Code, if any.

2. Proofs of Claim for Rejected Executory Contracts and Unexpired Leases. The deadline for filing a Proof of Claim based on a claim arising from the rejection of a lease or contract is thirty (30) days from the entry of the Confirmation Order. Any claim based on the rejection of a contract or lease will be barred if the Proof of Claim is not timely filed, unless the Court orders otherwise.

All executory contracts and unexpired leases that are not listed in the Plan will be rejected under the Plan.

VII. MEANS OF IMPLEMENTING THE PLAN

A. Source of Payments

P&B Marina Development, LLC will contribute to Post-Confirmation Debtor new equity to fund the payments required under the Plan on the Effective Date and commit to funding the remainder of the payments due under the Plan as necessary to cover its obligations and any shortfalls from Dames Point Marina, Inc. Post-Confirmation Debtor shall maintain the Property, pay property taxes on the Property, and make the payments required to creditors from the contributions from the members of Post-Confirmation Debtor and the Sale.

Post-Confirmation Debtor will cease all current active marina operations and operate only to effectuate the Sale. Post-Confirmation Debtor will employ a real estate broker to market the Property for sale. After the Sale of the Property (or portions thereof), Post-Confirmation Debtor shall distribute the proceeds of the Sale in accordance with this Plan.

B. Post-Confirmation Management

As discussed above, Proponent, currently affiliated with Debtor as a Member and an “insider” under 11 U.S.C. § 101(31) shall become Managing Member without compensation. The Managing Member shall have all of the rights set forth in this Plan.

C. Effective Date and Vesting of Assets in the Post-Confirmation Debtor

The Effective Date shall be that certain date upon which the Proponent makes the first payments due pursuant to the Plan. Proponent may file a Notice of Effective Date, however the failure to file such Notice shall not alter the Effective Date. Except as otherwise provided in this Plan, or any agreement, contract, release, instrument or indenture relating thereto, on the Effective Date, all property in the Estate and any property of the Debtor upon the Effective Date, shall vest in the Post-Confirmation Debtor, respectively, free and clear of all liens, claims, charges or other encumbrances. On or after the Effective Date, the Post-Confirmation Debtor may operate its business and may use, acquire, or dispose of property and compromise or settle any Claims without supervision or approval of the Bankruptcy Court and free of any restrictions of the Bankruptcy Code or Bankruptcy Rules, other than those restrictions expressly imposed by the Plan and the Confirmation

Order. Without limiting the generality of the foregoing, the Post-Confirmation Debtor may, without application to or approval by the Bankruptcy Court, pay fees that it incurs after the Confirmation Date for professional fees and expenses. Wherever the Plan refers to the Debtor's authority, responsibilities, rights, powers, or limitations on or after the Effective Date, such reference shall be deemed to be a reference to the Post-Confirmation Debtor. The Post-Confirmation Debtor shall have the same authority, responsibilities, rights, powers, or limitations to discharge the duties of the Debtor.

D. Substantial Consummation

The Plan shall be substantially consummated upon the Effective Date.

E. Bond

Post-Confirmation Debtor shall not be required to post a bond.

F. Tax Consequences

Creditors and equity interest holders concerned with how the plan may affect their tax liability should consult with their own accountants, attorneys, and/or advisors. How creditors or equity interest holders have declared the value of their claims or interests in the Debtor may alter the affect their tax consequences.

G. Exemption from Transfer and Similar Stamp Taxes

Pursuant to 11 U.S.C. § 1146, the recording of an instrument of transfer in connection with the Plan or related transfer of property or security interests shall not be taxed under any law imposing a stamp or similar tax, including without limitation documentary stamp taxes or intangibles taxes, whether on any deed, leasehold, assignment, promissory note, security agreement or mortgage. The Sale of Post-Confirmation Debtor's Property, either in full, or in portions shall be conducted pursuant to the Plan and therefore exempt, whether conducted as a single sale or several sales, from any taxes under any law imposing a stamp or similar tax, including without limitation documentary stamp taxes or intangibles taxes, whether on any deed, leasehold, assignment, promissory note, security agreement or mortgage.

VIII. GENERAL PROVISIONS

The following general provisions apply to this Plan:

1. Severability. If any provision in this Plan is determined to be unenforceable, the determination will in no way limit or affect the enforceability and operative effect of any other provision of this Plan.

2. Binding Effect. The rights and obligations of any entity named or referred to in this Plan will be binding upon and will inure to the benefit of the successors or assigns of such entity.
3. Captions. The headings contained in this Plan are for convenience of reference only and do not affect the meaning or interpretation of this Plan.
4. Further Documents and Action. On, before and/or after the effective date, the Debtor is authorized and required to execute such agreements and other documents, and take or cause to be taken such action, as may be necessary or appropriate to effect and further evidence the terms and conditions of this Plan.
5. Governing Law. Except to the extent that the Bankruptcy Code, Bankruptcy Rules or U.S. Intellectual Property Laws are applicable, the rights and obligations arising under the Plan shall be governed by, and construed and enforced in accordance with, the laws of the State of Florida, without giving effect to any conflicts of law principles.

IX. EFFECT OF PLAN CONFIRMATION

The following provision relate to Confirmation of the Plan:

1. No discharge. In accordance with § 1141(d)(3) of the Code, the Debtor will not receive any discharge of any debt in this bankruptcy case.
2. Modification. The Proponent may also seek to modify the Plan at any time after Confirmation only if (1) the Plan has not been substantially consummated and (2) the Court authorizes the proposed modifications after notice and a hearing.
3. Final Decree. Once the estate has been fully administered, as provided in Rule 3022 of the Federal Rules of Bankruptcy Procedure, the Proponent, or such other party as the Court shall designate in a confirmation order, shall file a motion with the Court to obtain a final decree to close the case. Alternatively, the Court may enter such a final decree on its own initiative.
4. Projected Recovery of Avoidable Transfers and Retention of Other Causes of Action. As creditors will be paid in full, Proponent does not intend for Post-Confirmation Debtor pursue preference, fraudulent conveyance, or other avoidance actions. Post-Confirmation Debtor does explicitly reserve the right to bring litigation claims against its current Managing Member, Dames Point Marina, Inc., its principal William F. Shafnacker, and his son William M. Shafnacker for breach of fiduciary duty, embezzlement, civil theft, misappropriation or such other similar causes of action for utilizing funds of the Debtor, both prepetition and postpetition, for unauthorized distributions, including but not limited to the payment and use of such funds for personal expenses and personal use of Debtor's property without reasonable consideration in exchange for such use.

X. INJUNCTION AGAINST ENFORCEMENT OF PRECONFIRMATION DEBT

Except as expressly provided in the Plan and/or Confirmation Order, any holders of claims against or interests arising prior to the Effective Date shall be enjoined from taking any of the following actions against or affecting any of the Debtor's property:

1. commencing, conducting or continuing in any manner, whether directly or indirectly, any suit, action, or other proceeding of any kind arising before the Effective Date against Debtor, Post-Confirmation Debtor, any of the Debtor's property, or any of Post-Confirmation Debtor's property. All suits, actions, and proceedings that are pending as of the Effective Date shall be deemed to be withdrawn or dismissed with prejudice;
2. enforcing, levying, attaching, collecting, or otherwise recovering by any manner or means, whether directly or indirectly, any judgment, award, decree, or order against Debtor, Post-Confirmation Debtor, any of the Debtor's property, or any of Post-Confirmation Debtor's property which relates to any obligation which arose prior to the Effective Date;
3. creating, perfecting, or otherwise enforcing in any manner, whether directly or indirectly, any lien or encumbrance against Debtor, Post-Confirmation Debtor, any of the Debtor's property, or any of Post-Confirmation Debtor's property;
4. asserting any right of subrogation or recoupment of any kind, whether directly or indirectly, against any obligation due Debtor, Post-Confirmation Debtor, any of the Debtor's property, or any of Post-Confirmation Debtor's property;
5. proceeding in any manner in any place whatsoever that does not conform or comply with the provisions of the Plan.

XI. RETENTION OF JURISDICTION

The Bankruptcy Court, even after the bankruptcy case has been closed, shall have jurisdiction to the fullest extent of the law over all matters arising under, arising in, or relating to the Debtor's chapter 11 case, including proceedings to:

1. ensure that the Plan is carried out;
2. enter such orders as may be necessary or appropriate to implement, consummate, or enforce the provisions of the Plan and all contracts, instruments, releases, indentures and other agreements or documents created in connection with the Plan, the Disclosure Statement, or Confirmation Order;
3. consider any modification of the Plan under Section 1127 of the Bankruptcy Code;

4. hear and determine all Claims, controversies, suits, and disputes against the Debtor to the extent permitted under 28 U.S.C. § 1334;
5. allow, disallow, determine, liquidate, classify, estimate, or establish the priority or secured or unsecured status of any Claim, including the resolution of any and all objections to the allowance or priority of Claims;
6. hear, determine, and adjudicate any litigation involving causes of action constituting the Debtor's Property;
7. decide or resolve any motions, adversary proceedings, contested or litigated matters and any other matters and grant or deny any applications involving the Debtor that may be pending on or commenced after the Effective Date;
8. resolve any cases, controversies, suits, or disputes that may arise in connection with the consummation, interpretation, or enforcement of the Plan, or any entity's obligations incurred in connection with the Plan, or any other agreements governing, instruments evidencing, or documents relating to any of the foregoing, including the interpretation or enforcement of any rights, remedies, or obligations under any of the foregoing;
9. hear and determine all controversies, suits, and disputes that may arise out of or in connection with the enforcement of any and all subordination and similar agreements among various creditors pursuant to Section 510 of the Bankruptcy Code;
10. hear and determine all requests for compensation and/or reimbursement of expenses that may be made for fees and expenses incurred before the Effective Date;
11. enforce any Final Order, the Confirmation Order, the final decree, and all injunctions contained in those orders;
12. enter an order concluding and terminating this bankruptcy case;
13. correct any defect, cure any omission, or reconcile any inconsistency in the Plan or the Confirmation Order;
14. determine all questions and disputes regarding title to the Debtor's Property and any other assets of the Debtor;
15. classify the Claims of any Claim Holders and the treatment of these Claims under the Plan, to re-examine Claims that may have been allowed for purposes of voting, and to determine objections that may be filed to any Claims;
16. take any action described in the Plan involving the Post-Confirmation Debtor;

17. enter a final decree in the Debtor's bankruptcy case as contemplated by Bankruptcy Rule 3022;
18. enter any order modifying the Confirmation Order as requested by Post-Confirmation Debtor;
19. enforce, by injunction, damages or otherwise, the provisions set forth in the Plan, the Confirmation Order, any final decree, and any Final Order that provides for the adjudication of any issue by the Bankruptcy Court; and
20. enter and implement such orders as are necessary or appropriate if the Confirmation Order is for any reason modified, stayed, reversed, revoked, or vacated.

If the Bankruptcy Court abstains or exercises discretion not to hear any matter within the scope of its jurisdiction, nothing herein shall prohibit or limit the exercise of jurisdiction by any other tribunal of competent jurisdiction.

XII. EXCULPATION FROM LIABILITY

ON THE EFFECTIVE DATE, THE PROFESSIONALS (AS DEFINED HEREIN) SHALL BE DEEMED TO BE RELEASED IN FULL FROM ANY AND ALL CLAIMS AND LIABILITY ARISING IN CONNECTION WITH ANY ACT, OMISSION, TRANSACTION OR OTHER ACTIVITY OF ANY KIND OR NATURE THAT OCCURRED PRIOR TO THE EFFECTIVE DATE RELATING TO OR ARISING FROM ANY ACT OR OMISSION TAKEN BY OR ON BEHALF OF THE DEBTOR OR THE ESTATE. NOTWITHSTANDING THE ABOVE, NO PROFESSIONAL SHALL BE DEEMED "RELEASED" WITH RESPECT TO ANY ACT INVOLVING WILLFUL MISCONDUCT OR GROSS NEGLIGENCE BY SUCH PROFESSIONAL.

Respectfully Submitted,



Phil Tingle
for P&B Marina Development, LLC

Respectfully Submitted,

/s/ Scott A. Underwood
Scott A. Underwood
Florida Bar Number 0730041
Frank S. Harrison
Florida Bar Number 0099438
FOWLER WHITE BOGGS P.A.
P.O. Box 1438
Tampa, FL 33601
Tel: (813) 228-7411
Fax: (813) 229-8313
Email: scott.underwood@fowlerwhite.com
Email: frank.harrison@fowlerwhite.com
Attorneys for P&B Marina Development, LLC

EXHIBIT A

DEFINED TERMS

1. **Administrative Claim** means any Claim constituting a cost or expense of administration of the Debtor's chapter 11 case under 11 U.S.C. § 503(b) and that is entitled to priority under 11 U.S.C. § 507(a), including without limitation any actual and necessary expenses of preserving the estate and all fees and charges assessed against the bankruptcy estate under chapter 123 of title 28 of the United States Code.
2. **Allowed Claim** means any Claim allowable under 11 U.S.C. § 502 for which (i) a Proof of Claim was filed on or before the date designated by the Bankruptcy Court as the last date for filing Proofs of Claim against the Debtor, or (ii) which has been or hereafter is listed in the Debtor's bankruptcy schedules as liquidated in amount and not disputed or contingent and as to which a Proof of Claim is not filed and, in case of (i) and (ii) above, as to which no objection to the allowance thereof has been timely filed, or, if an objection has been timely filed, such Claim is allowed by Final Order, or (iii) which is deemed allowed by the terms of the Plan. For purposes of determining the amount of an Allowed Claim there shall be deducted therefrom an amount equal to the amount of any claim which the Debtor may hold against the Claimant pursuant to 11 U.S.C. § 553. Unless otherwise specified in this Plan, "Allowed Claim" shall not, for the purposes of computation of distributions under the Plan, include postpetition interest on the amount of such Claim.
3. **Allowed Secured Claim** means a Secured Claim that is an Allowed Claim.
4. **Bankruptcy Code** means title 11 of the United States Code, as amended from time to time and made applicable to the Debtor's case.
5. **Bankruptcy Court** means the United States Bankruptcy Court for the Middle District of Florida, Jacksonville Division, or in the event such court ceases to exercise jurisdiction over the Debtor's chapter 11 case, such court as may have jurisdiction with respect to the reorganization of the Debtor under Chapter 11 of the Bankruptcy Code.
6. **Bankruptcy Rules** means the Federal Rules of Bankruptcy Procedure.
7. **Claim** shall have the meaning set forth in 11 U.S.C. § 101(5).
8. **Claimant** means the holder of a Claim.
9. **Code** means title 11 of the United States Code, as amended from time to time and made applicable to the Debtor's case.
10. **Confirmation Date** means the date upon which the Confirmation Order is entered on the docket of the Debtor's chapter 11 case by the Clerk of the Bankruptcy Court.

11. **Confirmation Hearing** means the date of the final hearing at which the Bankruptcy Court considers confirmation of the Plan.
12. **Confirmation Order** means the order of the Bankruptcy Court confirming the Plan.
13. **Creditor** shall have the meaning set forth in 11 U.S.C. § 101(10).
14. **Disclosure Statement** means the disclosure statement associated with the Plan.
15. **Disputed Claim** means any Claim to which an objection is timely filed or any Claim which is listed as disputed, unliquidated or contingent on the schedules of assets and liabilities filed with the Bankruptcy Court and which is not otherwise allowed by the Plan.
16. **Effective Date** means that certain date which is fourteen (14) days after entry of the Confirmation Order.
17. **Final Order** means an order as to which (a) any appeal that has been taken has been resolved, (b) the time for appeal has expired, or (c) no stay pending appeal or pending review, rehearing, or *certiorari* has been issued.
18. **Interest** means the rights arising from the issued and outstanding membership interest or the right to purchase membership interest in the Debtor.
19. **Property** means all right, title and interest in and to any and all property of every kind or nature, owned by the Debtor as of the filing of the petition, including, but not limited to, property as defined in section 541 of the Bankruptcy Code.
20. **Managing Member** means “Managing Member” as defined in the Operating Agreement of Dames Point Holdings, LLC, dated October 14, 2008.
21. **Member** means “Member” as defined in the Operating Agreement of Dames Point Holdings, LLC, dated October 14, 2008.
22. **Post-Confirmation Debtor** means the entity that exists from the Effective Date until the closure of the Bankruptcy Case and shall have the powers and responsibilities as set forth in the Plan.
23. **Priority Tax Claim** means a Claim that is entitled to priority in payment under 11 U.S.C. § 507(a)(8).
24. **Priority Unsecured Non-Tax Claim** means any Unsecured Claim that is entitled to priority in payment under sections 507(a)(2-7) and 507(a)(9) of the Bankruptcy Code.
25. **Professionals** means counsel for Debtor, Fowler White Boggs P.A., and CYA Accounting.

26. **Unsecured Claim** means a Claim that is not a Secured Claim. The term specifically includes any tort Claims or contractual Claims or Claims arising from damage or harm to the environment and, pursuant to Section 506(a) of the Bankruptcy Code, any Claim of a creditor against the Debtor to the extent that such Creditor's Claim is greater than the value of the Lien securing such Claim, any Claim for damages resulting from rejection of any Executory Contract pursuant to Section 365 of the Bankruptcy Code, and any Claim not otherwise classified under the Plan.

Exhibit B
Equity Calculations

Equity Calculations

Total Assets listed on Debtor's Schedules	\$	742,355.00
Cash on Hand		-
Checking Account	\$	1,300.00
Security Deposit	\$	1,000.00
Accounts Receivable	\$	1,559.00
Inventory	\$	4,500.00
Office Furniture and Equipment	\$	2,460.00
Boats, Motors, and Accessories	\$	800.00
Machinery and Equipment	\$	15,000.00
Real Property	\$	694,736.00
Floating Docks	\$	15,000.00
Concrete Pilings	\$	6,000.00
Total Liabilities	\$	757,050.56
Secured Claims	\$	419,168.63
Unsecured Claims	\$	128,409.59
Administrative Expenses	\$	49,550.00
U.S. Trustee's Fees	\$	1,950.00
Priority Tax Claims	\$	5,113.05
Assumed Leases & Contracts	\$	8,989.94
A/P & Unscheduled Loan to KC Petro	\$	23,869.35
Land Preparation for Sale	\$	20,000.00
Closing Costs	\$	72,000.00
Contingent Expenses (to fix property to code, etc.)	\$	28,000.00
Debtor's Current Equity	\$	(14,695.56)
Estimated New Equity Capital Contribution by Proponent	\$	240,000.00 (Approx.)

Exhibit C

Debtor's Most Recent
Monthly Operating Report

B 25C (Official Form 25C) (12/08)

UNITED STATES BANKRUPTCY COURT

Middle District of Florida

In re Dames Point Holdings, LLC,
Debtor

Case No. 3:13-bk-00516-JAF

Small Business Case under Chapter 11

SMALL BUSINESS MONTHLY OPERATING REPORT

Month: May 2013

Date filed: _____

Line of Business: Marina/Bar

NAISC Code: 713930, 72410

IN ACCORDANCE WITH TITLE 28, SECTION 1746, OF THE UNITED STATES CODE, I DECLARE UNDER PENALTY OF PERJURY THAT I HAVE EXAMINED THE FOLLOWING SMALL BUSINESS MONTHLY OPERATING REPORT AND THE ACCOMPANYING ATTACHMENTS AND, TO THE BEST OF MY KNOWLEDGE, THESE DOCUMENTS ARE TRUE, CORRECT AND COMPLETE.

RESPONSIBLE PARTY:



Original Signature of Responsible Party

William Shafnacker

Printed Name of Responsible Party

Questionnaire: (All questions to be answered on behalf of the debtor.)

	Yes	No
1. IS THE BUSINESS STILL OPERATING?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. HAVE YOU PAID ALL YOUR BILLS ON TIME THIS MONTH?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. DID YOU PAY YOUR EMPLOYEES ON TIME?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. HAVE YOU DEPOSITED ALL THE RECEIPTS FOR YOUR BUSINESS INTO THE DIP ACCOUNT THIS MONTH?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5. HAVE YOU FILED ALL OF YOUR TAX RETURNS AND PAID ALL OF YOUR TAXES THIS MONTH?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. HAVE YOU TIMELY FILED ALL OTHER REQUIRED GOVERNMENT FILINGS?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
7. HAVE YOU PAID ALL OF YOUR INSURANCE PREMIUMS THIS MONTH?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
8. DO YOU PLAN TO CONTINUE TO OPERATE THE BUSINESS NEXT MONTH?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
9. ARE YOU CURRENT ON YOUR QUARTERLY FEE PAYMENT TO THE U.S. TRUSTEE?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
10. HAVE YOU PAID ANYTHING TO YOUR ATTORNEY OR OTHER PROFESSIONALS THIS MONTH?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
11. DID YOU HAVE ANY UNUSUAL OR SIGNIFICANT UNANTICIPATED EXPENSES THIS MONTH?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
12. HAS THE BUSINESS SOLD ANY GOODS OR PROVIDED SERVICES OR TRANSFERRED ANY ASSETS TO ANY BUSINESS RELATED TO THE DIP IN ANY WAY?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
13. DO YOU HAVE ANY BANK ACCOUNTS OPEN OTHER THAN THE DIP ACCOUNT?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

B 25C (Official Form 25C) (12/08)

- 14. HAVE YOU SOLD ANY ASSETS OTHER THAN INVENTORY THIS MONTH?
- 15. DID ANY INSURANCE COMPANY CANCEL YOUR POLICY THIS MONTH?
- 16. HAVE YOU BORROWED MONEY FROM ANYONE THIS MONTH?
- 17. HAS ANYONE MADE AN INVESTMENT IN YOUR BUSINESS THIS MONTH?
- 18. HAVE YOU PAID ANY BILLS YOU OWED BEFORE YOU FILED BANKRUPTCY?

TAXES

DO YOU HAVE ANY PAST DUE TAX RETURNS OR PAST DUE POST-PETITION TAX OBLIGATIONS?

IF YES, PLEASE PROVIDE A WRITTEN EXPLANATION INCLUDING WHEN SUCH RETURNS WILL BE FILED, OR WHEN SUCH PAYMENTS WILL BE MADE AND THE SOURCE OF THE FUNDS FOR THE PAYMENT.

(Exhibit A)

INCOME

PLEASE SEPARATELY LIST ALL OF THE INCOME YOU RECEIVED FOR THE MONTH. THE LIST SHOULD INCLUDE ALL INCOME FROM CASH AND CREDIT TRANSACTIONS. *(THE U.S. TRUSTEE MAY WAIVE THIS REQUIREMENT.)*

TOTAL INCOME \$ 39,192.48

SUMMARY OF CASH ON HAND

Cash on Hand at Start of Month \$ 176.00
 Cash on Hand at End of Month \$ 187.00

PLEASE PROVIDE THE TOTAL AMOUNT OF CASH CURRENTLY AVAILABLE TO YOU **TOTAL** \$ 187.00

(Exhibit B)

EXPENSES

PLEASE SEPARATELY LIST ALL EXPENSES PAID BY CASH OR BY CHECK FROM YOUR BANK ACCOUNTS THIS MONTH. INCLUDE THE DATE PAID, WHO WAS PAID THE MONEY, THE PURPOSE AND THE AMOUNT. *(THE U.S. TRUSTEE MAY WAIVE THIS REQUIREMENT.)*

TOTAL EXPENSES \$ 42,812.83

(Exhibit C)

CASH PROFIT

INCOME FOR THE MONTH *(TOTAL FROM EXHIBIT B)* \$ 39,192.48
 EXPENSES FOR THE MONTH *(TOTAL FROM EXHIBIT C)* \$ 42,812.83
(Subtract Line C from Line B) **CASH PROFIT FOR THE MONTH** \$ -3,620.35

B 25C (Official Form 25C) (12/08)

UNPAID BILLS

PLEASE ATTACH A LIST OF ALL DEBTS (INCLUDING TAXES) WHICH YOU HAVE INCURRED SINCE THE DATE YOU FILED BANKRUPTCY BUT HAVE NOT PAID. THE LIST MUST INCLUDE THE DATE THE DEBT WAS INCURRED, WHO IS OWED THE MONEY, THE PURPOSE OF THE DEBT AND WHEN THE DEBT IS DUE. (THE U.S. TRUSTEE MAY WAIVE THIS REQUIREMENT.)

TOTAL PAYABLES \$ 20,216.72

(Exhibit D)

MONEY OWED TO YOU

PLEASE ATTACH A LIST OF ALL AMOUNTS OWED TO YOU BY YOUR CUSTOMERS FOR WORK YOU HAVE DONE OR THE MERCHANDISE YOU HAVE SOLD. YOU SHOULD INCLUDE WHO OWES YOU MONEY, HOW MUCH IS OWED AND WHEN IS PAYMENT DUE. (THE U.S. TRUSTEE MAY WAIVE THIS REQUIREMENT.)

TOTAL RECEIVABLES \$ 2,761.10

(Exhibit E)

BANKING INFORMATION

PLEASE ATTACH A COPY OF YOUR LATEST BANK STATEMENT FOR EVERY ACCOUNT YOU HAVE AS OF THE DATE OF THIS FINANCIAL REPORT OR HAD DURING THE PERIOD COVERED BY THIS REPORT.

(Exhibit F)

EMPLOYEES

NUMBER OF EMPLOYEES WHEN THE CASE WAS FILED?

1

NUMBER OF EMPLOYEES AS OF THE DATE OF THIS MONTHLY REPORT?

1

PROFESSIONAL FEES

BANKRUPTCY RELATED:

PROFESSIONAL FEES RELATING TO THE BANKRUPTCY CASE PAID DURING THIS REPORTING PERIOD?

\$ 0

TOTAL PROFESSIONAL FEES RELATING TO THE BANKRUPTCY CASE PAID SINCE THE FILING OF THE CASE?

\$ 0

NON-BANKRUPTCY RELATED:

PROFESSIONAL FEES NOT RELATING TO THE BANKRUPTCY CASE PAID DURING THIS REPORTING PERIOD?

\$ 0

TOTAL PROFESSIONAL FEES NOT RELATING TO THE BANKRUPTCY CASE PAID SINCE THE FILING OF THE CASE?

\$ 0

B 25C (Official Form 25C) (12/08)

PROJECTIONS

COMPARE YOUR ACTUAL INCOME AND EXPENSES TO THE PROJECTIONS FOR THE FIRST 180 DAYS OF YOUR CASE PROVIDED AT THE INITIAL DEBTOR INTERVIEW.

	Projected	Actual	Difference
INCOME	\$ <u>50,000.00</u>	\$ <u>39,192.48</u>	\$ <u>-10,807.52</u>
EXPENSES	\$ <u>40,000.00</u>	\$ <u>42,812.83</u>	\$ <u>-2,812.83</u>
CASH PROFIT	\$ <u>10,000.00</u>	\$ <u>-3,620.35</u>	\$ <u>-13,620.35</u>

TOTAL PROJECTED INCOME FOR THE NEXT MONTH:

\$ 40,000.00

TOTAL PROJECTED EXPENSES FOR THE NEXT MONTH:

\$ 30,000.00

TOTAL PROJECTED CASH PROFIT FOR THE NEXT MONTH:

\$ 10,000.00

ADDITIONAL INFORMATION

PLEASE ATTACH ALL FINANCIAL REPORTS INCLUDING AN INCOME STATEMENT AND BALANCE SHEET WHICH YOU PREPARE INTERNALLY.

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06/27/13
Accrual Basis

Dames Point Marina
Profit & Loss
May 2013

	<u>May 13</u>
Ordinary Income/Expense	
Income	
Bar Sales	21,649.16
Boat Rental	1,926.88
Boat Storage	4,956.00
Fuel Sales	10,649.44
Store Sales	11.00
Total Income	<u>39,192.48</u>
Cost of Goods Sold	
Cost of Goods Sold	
Bar Inventory Cost	9,358.21
Fuel Cost	14,890.74
Store Inventory Cost	136.00
Total Cost of Goods Sold	<u>24,384.95</u>
Entertainment	4,142.50
Food Purchases	1,392.93
Merchant Account Fees	137.98
Tips Not Processed on CC	1,304.67
Total COGS	<u>31,363.03</u>
Gross Profit	7,829.45
Expense	
Advertising and Promotion	912.42
Bank Service Charges	742.25
Business Licenses and Permits	138.75
Insurance Expense	205.27
Miscellaneous Expense	1,856.79
Outside Labor	1,000.00
Rent Expense	1,347.07
Rental Equipment	940.00
Repairs and Maintenance	1,018.29
Supplies	914.43
Telephone Expense	1,136.61
Utilities	1,237.92
Total Expense	<u>11,449.80</u>
Net Ordinary Income	<u>-3,620.35</u>
Net Income	<u><u>-3,620.35</u></u>

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06/27/13
Accrual Basis

Dames Point Marina
Balance Sheet
As of May 31, 2013

	<u>May 31, 13</u>
ASSETS	
Current Assets	
Checking/Savings	
New Wells Fargo Account	9,115.83
Petty Cash	187.00
Wachovia checking	-358.45
Wells Fargo Business Savings	350.00
Total Checking/Savings	<u>9,294.38</u>
Accounts Receivable	
Accounts Receivable	2,761.10
Total Accounts Receivable	<u>2,761.10</u>
Other Current Assets	
Inventory Asset	-354,750.60
Keg Deposit	-90.00
Total Other Current Assets	<u>-354,840.60</u>
Total Current Assets	<u>-342,785.12</u>
Fixed Assets	
Furniture and Equipment	14,773.66
Total Fixed Assets	<u>14,773.66</u>
TOTAL ASSETS	<u><u>-328,011.46</u></u>
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
Accounts Payable	20,216.72
Total Accounts Payable	<u>20,216.72</u>
Other Current Liabilities	
Loan - KC Petro	-3,652.63
Sales Tax Payable	-34,302.38
Total Other Current Liabilities	<u>-37,955.01</u>
Total Current Liabilities	<u>-17,738.29</u>
Total Liabilities	<u>-17,738.29</u>
Equity	
Member 1 Draws	-826.62
Member 1 Equity	2,000.00
Member 2 Equity	734.31
Opening Balance Equity	5,685.15
Retained Earnings	-529,751.25
Net Income	211,885.24
Total Equity	<u>-310,273.17</u>
TOTAL LIABILITIES & EQUITY	<u><u>-328,011.46</u></u>

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06/27/13

Dames Point Marina
A/R Aging Summary
 As of May 31, 2013

	<u>Current</u>	<u>1 - 30</u>	<u>31 - 60</u>	<u>61 - 90</u>	<u>> 90</u>	<u>TOTAL</u>
Calatrava, Victor	0.00	214.00	0.00	0.00	0.00	214.00
Dames Point WB	0.00	-5,000.00	0.00	0.00	0.00	-5,000.00
Frazier, Arthur	0.00	-331.70	0.00	0.00	0.00	-331.70
Thomas, Ryan	-321.00	0.00	0.00	0.00	0.00	-321.00
Bateman, James	0.00	-321.00	-542.91	0.00	0.00	-863.91
Stoner, Lance	0.00	0.00	-329.28	0.00	0.00	-329.28
Barrat Builders	0.00	-438.70	0.00	0.00	0.00	-438.70
Burleigh, Roger	0.00	0.00	-94.16	0.00	0.00	-94.16
Damato, Dan	0.00	162.64	162.64	-1.98	0.00	323.30
Herbert, Loretta	0.00	0.00	100.00	0.00	0.00	100.00
Deborah Welch	0.00	179.76	179.76	0.00	1,078.56	1,438.08
Desy, Bryce	0.00	-230.83	0.00	0.00	0.00	-230.83
Durham, David	0.00	53.50	53.50	0.00	395.50	502.50
Greuter, Ken/Christie	0.00	0.00	321.00	-321.00	-321.00	-321.00
Hawkins, L. L.	0.00	413.80	413.80	0.00	2,482.80	3,310.40
Jackson, Brent	0.00	0.00	-97.55	0.00	-10.22	-107.77
Johnson, Murl	0.00	342.40	0.00	0.00	0.00	342.40
Lawton, Bill	0.00	617.39	617.39	0.00	-538.21	696.57
Manson Construction	0.00	0.00	0.00	0.00	-963.00	-963.00
Modlin, Marika	0.00	222.56	222.56	0.00	1,557.92	2,003.04
Robert Schuster	0.00	-342.40	-342.40	0.00	0.00	-684.80
Robertson, Deebbie	0.00	0.00	0.00	0.00	913.20	913.20
Rotella, Michael	0.00	232.19	0.00	0.00	-232.19	0.00
Sciullo, Scott	0.00	481.50	481.50	0.00	481.50	1,444.50
Septon, David	0.00	-539.28	-355.24	0.00	-413.02	-1,307.54
Sylvester, Michael	0.00	231.12	231.12	0.00	2,004.56	2,466.80
TOTAL	<u><u>-321.00</u></u>	<u><u>-4,053.05</u></u>	<u><u>1,021.73</u></u>	<u><u>-322.98</u></u>	<u><u>6,436.40</u></u>	<u><u>2,761.10</u></u>

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06/27/13

Dames Point Marina
A/P Aging Summary
 As of May 31, 2013

	<u>Current</u>	<u>1 - 30</u>	<u>31 - 60</u>	<u>61 - 90</u>	<u>> 90</u>	<u>TOTAL</u>
Champion Brands	0.00	0.00	0.00	0.00	1,295.21	1,295.21
Goods Buys To You, Inc.	0.00	0.00	0.00	0.00	151.39	151.39
HL Accounting and Tax Service	0.00	0.00	0.00	0.00	1,208.75	1,208.75
Lewis Longman & Walker, PA	0.00	0.00	0.00	0.00	2,773.33	2,773.33
North Florida Sales	0.00	0.00	0.00	0.00	8,237.61	8,237.61
Praxair Distrubution Southeast LLC	0.00	0.00	0.00	0.00	65.66	65.66
Premium Assignment	0.00	0.00	0.00	0.00	-17.07	-17.07
Republic National	0.00	0.00	0.00	0.00	1,815.75	1,815.75
Samuel L. LePrell	0.00	0.00	0.00	0.00	2,733.28	2,733.28
Sea Breeze	0.00	0.00	0.00	0.00	1,847.15	1,847.15
The Parts House	0.00	0.00	0.00	0.00	105.66	105.66
TOTAL	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>20,216.72</u>	<u>20,216.72</u>

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06/27/13

**Dames Point Marina
A/P Aging Summary
As of June 27, 2013**

	<u>Current</u>	<u>1 - 30</u>	<u>31 - 60</u>	<u>61 - 90</u>	<u>> 90</u>	<u>TOTAL</u>
Champion Brands	0.00	0.00	0.00	0.00	1,295.21	1,295.21
Goods Buys To You, Inc.	0.00	0.00	0.00	0.00	151.39	151.39
HL Accounting and Tax Service	0.00	0.00	0.00	0.00	1,208.75	1,208.75
Lewis Longman & Walker, PA	0.00	0.00	0.00	0.00	2,773.33	2,773.33
North Florida Sales	0.00	0.00	0.00	0.00	8,237.61	8,237.61
Praxair Distrubution Southeast LLC	0.00	0.00	0.00	0.00	65.66	65.66
Premium Assignment	0.00	0.00	0.00	0.00	-17.07	-17.07
Republic National	0.00	0.00	0.00	0.00	1,815.75	1,815.75
Samuel L LePrell	0.00	0.00	0.00	0.00	2,733.28	2,733.28
Sea Breeze	0.00	0.00	0.00	0.00	1,847.15	1,847.15
The Parts House	0.00	0.00	0.00	0.00	105.66	105.66
TOTAL	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>20,216.72</u>	<u>20,216.72</u>

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06/27/13

Accrual Basis

Dames Point Marina**Trial Balance**

As of May 31, 2013

	May 31, 13	
	Debit	Credit
Gate Merchant Account	0.00	
New Wells Fargo Account	9,115.83	
Petty Cash	187.00	
Wachovia checking		358.45
Wells Fargo Business Savings	350.00	
Accounts Receivable	2,761.10	
Inventory Asset		354,750.60
Keg Deposit		90.00
Undeposited Funds	0.00	
Furniture and Equipment	14,773.66	
Accounts Payable		20,216.72
Loan - KC Petro	3,652.63	
Sales Tax Payable	34,302.38	
Member 1 Draws	826.62	
Member 1 Equity		2,000.00
Member 2 Equity		734.31
Opening Balance Equity		5,685.15
Retained Earnings	529,751.25	
Ask Will		525.20
Bar Sales		83,582.00
Boat Rental		2,183.28
Boat Storage		24,586.92
Fuel Sales		60,320.44
Short / Over		194,988.97
Store Sales		11.00
Bar Purchases		225.00
Cost of Goods Sold	0.00	
Cost of Goods Sold:Bar Inventory Cost	30,261.15	
Cost of Goods Sold:Fuel Cost	66,842.05	
Cost of Goods Sold:Store Inventory Cost	724.38	
Entertainment	7,202.50	
Food Purchases	3,324.56	
Merchant Account Fees	1,063.52	
Tips Not Processed on CC	3,348.73	
Advertising and Promotion	4,725.23	
Bank Service Charges	7,161.90	
Business Licenses and Permits	278.75	
Computer and Internet Expenses	149.79	
Insurance Expense	2,350.61	
Miscellaneous Expense	2,056.79	
Office Supplies	246.29	
Outside Labor	5,266.92	
Rent Expense	7,017.15	
Rental Equipment	1,420.00	
Repairs and Maintenance	1,873.98	
Supplies	1,345.90	
Telephone Expense	1,136.61	
Utilities	5,871.94	
Ask My Accountant	868.82	
TOTAL	<u>750,258.04</u>	<u>750,258.04</u>

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07/10/13

Dames Point Marina
Reconciliation Summary
New Wells Fargo Account, Period Ending 05/31/2013

	<u>May 31, 13</u>
Beginning Balance	9,709.37
Cleared Transactions	
Checks and Payments - 71 items	-39,269.83
Deposits and Credits - 52 items	38,466.35
Total Cleared Transactions	<u>-803.48</u>
Cleared Balance	<u>8,905.89</u>
Uncleared Transactions	
Checks and Payments - 2 items	-457.22
Deposits and Credits - 1 item	667.16
Total Uncleared Transactions	<u>209.94</u>
Register Balance as of 05/31/2013	<u>9,115.83</u>
New Transactions	
Checks and Payments - 40 items	-19,960.12
Deposits and Credits - 23 items	19,039.66
Total New Transactions	<u>-920.46</u>
Ending Balance	<u><u>8,195.37</u></u>

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07/10/13

Dames Point Marina Reconciliation Detail

New Wells Fargo Account, Period Ending 05/31/2013

Type	Date	Num	Name	Clr	Amount	Balance
Beginning Balance						9,709.37
Cleared Transactions						
Checks and Payments - 71 items						
Transfer	04/10/2013			X	-150.00	-150.00
Check	04/29/2013	1028	Beale Marine & Cas...	X	-1,217.82	-1,367.82
Check	05/01/2013	1029	Sea Breeze	X	-349.77	-1,717.59
Check	05/01/2013	1032	Floater Portable S...	X	-320.00	-2,037.59
Check	05/01/2013		Dames Point Holdings	X	-200.00	-2,237.59
Check	05/01/2013		sunbiz	X	-138.75	-2,376.34
Check	05/01/2013		Lowe's	X	-14.41	-2,390.75
Check	05/02/2013	1030	North Florida Sales	X	-1,365.30	-3,756.05
Check	05/02/2013	42314	Gate Fuel	X	-909.62	-4,665.67
Check	05/02/2013	1051	Champion Brands	X	-204.75	-4,870.42
Check	05/02/2013	1033	Champion Brands	X	-63.50	-4,933.92
Check	05/03/2013		Robert Milliken	X	-1,347.07	-6,280.99
Check	05/03/2013		At&T	X	-442.96	-6,723.95
Check	05/03/2013		Lowe's	X	-256.22	-6,980.17
Check	05/06/2013		Tractor Supply	X	-192.59	-7,172.76
Check	05/06/2013		Lowe's	X	-34.94	-7,207.70
Check	05/07/2013	50613	Gate Fuel	X	-9,391.38	-16,599.08
Check	05/07/2013	1031	TMobile	X	-355.84	-16,954.92
Check	05/08/2013	1034	North Florida Sales	X	-1,122.45	-18,077.37
Check	05/08/2013		Register Tape Unli...	X	-362.42	-18,439.79
Check	05/09/2013	1036	Coastal Angler Mag...	X	-350.00	-18,789.79
Check	05/09/2013	1035	Champion Brands	X	-133.50	-18,923.29
Check	05/09/2013	1037	Champion Brands	X	-119.50	-19,042.79
Check	05/10/2013	51013	Gate Fuel	X	-1,303.71	-20,346.50
Check	05/10/2013	1038	Sea Breeze	X	-292.80	-20,639.30
Transfer	05/10/2013			X	-150.00	-20,789.30
Check	05/11/2013	1039	North Florida Sales	X	-164.30	-20,953.60
Check	05/13/2013		Kangaroo Express	X	-48.38	-21,001.98
Check	05/13/2013		Publix	X	-27.47	-21,029.45
Check	05/15/2013	1040	North Florida Sales	X	-1,361.60	-22,391.05
Check	05/15/2013		EIG	X	-219.95	-22,611.00
Check	05/15/2013		FDGL Lease Paym...	X	-137.98	-22,748.98
Check	05/16/2013		Dames Point Holdings	X	-1,180.03	-23,929.01
Check	05/16/2013	1042	Champion Brands	X	-328.30	-24,257.31
Check	05/16/2013		Dames Point Holdings	X	-200.00	-24,457.31
Check	05/16/2013		Sam's Club	X	-129.57	-24,586.88
Check	05/16/2013	1043	Champion Brands	X	-89.50	-24,676.38
Check	05/17/2013		PTL Enterprises	X	-159.46	-24,835.84
Check	05/18/2013	1044	North Florida Sales	X	-473.75	-25,309.59
Check	05/20/2013	51713	Gate Fuel	X	-2,042.44	-27,352.03
Check	05/20/2013		West Marine	X	-128.75	-27,480.78
Check	05/20/2013		Costco	X	-98.30	-27,579.08
Check	05/20/2013		Costco	X	-46.33	-27,625.41
Check	05/20/2013		Lowe's	X	-44.82	-27,670.23
Check	05/20/2013		Publix	X	-41.04	-27,711.27
Check	05/21/2013		DirecTV	X	-95.00	-27,806.27
Check	05/22/2013	1045	North Florida Sales	X	-1,217.60	-29,023.87
Check	05/23/2013	1046	Champion Brands	X	-214.10	-29,237.97
Check	05/23/2013		Progressive	X	-205.27	-29,443.24
Check	05/24/2013	51014	Gate Fuel	X	-1,243.59	-30,686.83
Check	05/24/2013	1048	Sea Breeze	X	-324.31	-31,011.14
Check	05/24/2013	1047	Floater Portable S...	X	-320.00	-31,331.14
Check	05/24/2013	1050	North Florida Sales	X	-160.00	-31,491.14
Check	05/24/2013	1049	Waste Pro	X	-124.17	-31,615.31
Check	05/25/2013	1052	Fishing Connection	X	-200.00	-31,815.31
Check	05/26/2013	1076	Goods Buys To You...	X	-1,000.00	-32,815.31
Deposit	05/27/2013			X	-11.07	-32,826.38
Check	05/28/2013		Arlington Wrecker S...	X	-300.00	-33,126.38
Check	05/28/2013		Lowe's	X	-215.40	-33,341.78
Check	05/28/2013		Publix	X	-36.32	-33,378.10
Check	05/28/2013		Lowe's	X	-34.51	-33,412.61
Check	05/29/2013	1077	North Florida Sales	X	-1,765.10	-35,177.71
Check	05/30/2013	1078	Champion Brands	X	-357.96	-35,535.67
Check	05/30/2013		Sam's Club	X	-255.68	-35,791.35
Check	05/30/2013	1079	Champion Brands	X	-217.00	-36,008.35

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Dames Point Marina
Reconciliation Detail
New Wells Fargo Account, Period Ending 05/31/2013

Type	Date	Num	Name	Clr	Amount	Balance
Check	05/30/2013		B2P Duval	X	-117.30	-36,125.65
Check	05/31/2013		Verizon Wireless	X	-1,136.61	-37,262.26
Check	05/31/2013		BMI	X	-832.50	-38,094.76
Check	05/31/2013			X	-742.25	-38,837.01
Check	05/31/2013		Sam's Club	X	-336.17	-39,173.18
Check	05/31/2013		Lowe's	X	-96.65	-39,269.83
Total Checks and Payments					-39,269.83	-39,269.83
Deposits and Credits - 52 items						
Deposit	05/01/2013			X	498.33	498.33
Deposit	05/01/2013			X	913.78	1,412.11
Deposit	05/02/2013			X	185.95	1,598.06
Deposit	05/03/2013			X	46.00	1,644.06
Deposit	05/03/2013			X	683.80	2,327.86
Deposit	05/04/2013			X	1,037.00	3,364.86
Deposit	05/06/2013			X	14.00	3,378.86
Deposit	05/06/2013			X	320.00	3,698.86
Deposit	05/06/2013			X	342.40	4,041.26
Transfer	05/06/2013			X	412.33	4,453.59
Deposit	05/06/2013			X	867.67	5,321.26
Transfer	05/06/2013			X	980.00	6,301.26
Deposit	05/06/2013			X	1,024.20	7,325.46
Deposit	05/07/2013			X	22.00	7,347.46
Deposit	05/07/2013			X	40.00	7,387.46
Transfer	05/07/2013			X	260.00	7,647.46
Transfer	05/08/2013			X	50.00	7,697.46
Deposit	05/08/2013			X	1,247.62	8,945.08
Transfer	05/09/2013			X	200.00	9,145.08
Deposit	05/09/2013			X	410.00	9,555.08
Deposit	05/09/2013			X	438.70	9,993.78
Transfer	05/09/2013			X	590.00	10,583.78
Deposit	05/09/2013			X	784.99	11,368.77
Transfer	05/09/2013			X	1,000.00	12,368.77
Deposit	05/09/2013			X	3,000.00	15,368.77
Deposit	05/10/2013			X	657.54	16,026.31
Deposit	05/11/2013			X	665.54	16,691.85
Deposit	05/12/2013			X	319.00	17,010.85
Deposit	05/14/2013			X	294.29	17,305.14
Deposit	05/14/2013			X	373.64	17,678.78
Deposit	05/15/2013			X	126.19	17,804.97
Deposit	05/15/2013			X	381.70	18,186.67
Transfer	05/15/2013			X	1,100.00	19,286.67
Deposit	05/16/2013			X	623.61	19,910.28
Deposit	05/17/2013			X	305.20	20,215.48
Deposit	05/18/2013			X	290.94	20,506.42
Deposit	05/19/2013			X	1,031.92	21,538.34
Deposit	05/20/2013			X	130.52	21,668.86
Deposit	05/20/2013			X	331.70	22,000.56
Transfer	05/20/2013			X	1,500.00	23,500.56
Deposit	05/20/2013			X	5,020.57	28,521.13
Deposit	05/22/2013			X	26.00	28,547.13
Deposit	05/22/2013			X	91.92	28,639.05
Deposit	05/23/2013			X	390.30	29,029.35
Transfer	05/24/2013			X	180.00	29,209.35
Deposit	05/24/2013			X	1,281.35	30,490.70
Transfer	05/24/2013			X	2,200.00	32,690.70
Deposit	05/25/2013			X	1,048.72	33,739.42
Deposit	05/26/2013			X	4,037.68	37,777.10
Deposit	05/28/2013			X	139.10	37,916.20
Deposit	05/29/2013			X	69.15	37,985.35
Deposit	05/30/2013			X	481.00	38,466.35
Total Deposits and Credits					38,466.35	38,466.35
Total Cleared Transactions					-803.48	-803.48
Cleared Balance					-803.48	8,905.89

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Dames Point Marina Reconciliation Detail

New Wells Fargo Account, Period Ending 05/31/2013

Type	Date	Num	Name	Clr	Amount	Balance
Uncleared Transactions						
Checks and Payments - 2 items						
Check	05/31/2013	1080	Sea Breeze		-321.22	-321.22
Check	05/31/2013	1081	Iceman		-136.00	-457.22
Total Checks and Payments					-457.22	-457.22
Deposits and Credits - 1 item						
Deposit	05/31/2013				667.16	667.16
Total Deposits and Credits					667.16	667.16
Total Uncleared Transactions					209.94	209.94
Register Balance as of 05/31/2013					-593.54	9,115.83
New Transactions						
Checks and Payments - 40 items						
Check	06/03/2013	1082	Coastal Angler Mag...		-350.00	-350.00
Check	06/05/2013	1083	North Florida Sales		-1,351.00	-1,701.00
Check	06/05/2013	1084	U.S. Trustee		-650.00	-2,351.00
Check	06/06/2013	1088	John Wilds		-595.00	-2,946.00
Check	06/06/2013	1086	Champion Brands		-176.00	-3,122.00
Check	06/06/2013	1085	Champion Brands		-93.50	-3,215.50
Check	06/07/2013	1089	Vic Tison		-100.00	-3,315.50
Check	06/08/2013	1090	North Florida Sales		-925.55	-4,241.05
Check	06/10/2013	1092	Becky Kahn		-2,296.07	-6,537.12
Check	06/10/2013		Register Tape Unli...		-362.42	-6,899.54
Check	06/10/2013	1091	Knauss' Superior Se...		-210.00	-7,109.54
Check	06/11/2013		Robert Milliken		-680.25	-7,789.79
Transfer	06/11/2013				-300.00	-8,089.79
Check	06/11/2013		JEA		-282.18	-8,371.97
Check	06/12/2013	1093	North Florida Sales		-1,674.15	-10,046.12
Check	06/12/2013		Gander Mountain		-251.42	-10,297.54
Check	06/12/2013		Lowe's		-153.30	-10,450.84
Check	06/13/2013	1095	CYA Accounting Se...		-600.00	-11,050.84
Check	06/13/2013	1094	The Parts House		-551.61	-11,602.45
Check	06/13/2013	1087	Champion Brands		-223.91	-11,826.36
Check	06/13/2013		Assurion Wireless		-100.00	-11,926.36
Check	06/14/2013	1096	Sea Breeze		-300.29	-12,226.65
Check	06/14/2013		Airgas South		-63.51	-12,290.16
Check	06/17/2013		FDGL Lease Paym...		-137.98	-12,428.14
Check	06/18/2013	1097	Tire Super Center		-331.00	-12,759.14
Check	06/19/2013	1098	North Florida Sales		-1,601.95	-14,361.09
Check	06/19/2013	1099	Iceman		-62.00	-14,423.09
Check	06/20/2013	1054	Jo Ann Bongoiv		-799.89	-15,222.98
Check	06/20/2013		At&T		-482.88	-15,705.86
Check	06/20/2013	1053	Champion Brands		-323.20	-16,029.06
Check	06/20/2013		DirecTV		-102.36	-16,131.42
Check	06/21/2013	1057	Donny Millington		-598.00	-16,729.42
Check	06/21/2013	1056	Sea Breeze		-260.69	-16,990.11
Check	06/25/2013		Knauss' Superior Se...		-320.00	-17,310.11
Check	06/25/2013		Progressive		-204.66	-17,514.77
Check	06/26/2013	1059	North Florida Sales		-1,552.60	-19,067.37
Check	06/27/2013	1060	Ricky Jenkins		-320.00	-19,387.37
Check	06/27/2013	1058	Champion Brands		-256.10	-19,643.47
Check	06/27/2013	1062	Republic National		-159.65	-19,803.12
Check	06/27/2013	1061	Champion Brands		-157.00	-19,960.12
Total Checks and Payments					-19,960.12	-19,960.12

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Dames Point Marina
Reconciliation Detail
New Wells Fargo Account, Period Ending 05/31/2013

Type	Date	Num	Name	Clr	Amount	Balance
Deposits and Credits - 23 items						
Deposit	06/01/2013				1,351.63	1,351.63
Deposit	06/02/2013				1,688.69	3,040.32
Deposit	06/03/2013				17.00	3,057.32
Deposit	06/04/2013				109.44	3,166.76
Deposit	06/05/2013				98.50	3,265.26
Deposit	06/06/2013				25.00	3,290.26
Deposit	06/07/2013				928.05	4,218.31
Deposit	06/09/2013				737.76	4,956.07
Deposit	06/09/2013				1,054.38	6,010.45
Deposit	06/10/2013				445.34	6,455.79
Deposit	06/12/2013				120.00	6,575.79
Deposit	06/13/2013				527.91	7,103.70
Deposit	06/14/2013				1,388.42	8,492.12
Deposit	06/15/2013				2,809.11	11,301.23
Deposit	06/16/2013				1,041.07	12,342.30
Deposit	06/17/2013				193.15	12,535.45
Deposit	06/20/2013				809.04	13,344.49
Deposit	06/21/2013				1,903.46	15,247.95
Deposit	06/22/2013				1,425.71	16,673.66
Deposit	06/23/2013				1,649.93	18,323.59
Deposit	06/24/2013				540.07	18,863.66
Deposit	06/25/2013				49.00	18,912.66
Deposit	06/26/2013				127.00	19,039.66
Total Deposits and Credits					19,039.66	19,039.66
Total New Transactions					-920.46	-920.46
Ending Balance					-1,514.00	8,195.37

Gold Business Services Package

Account number: 7785624854 v May 1, 2013 - May 31, 2013 v Page 1 of 7



DAMES POINT HOLDINGS LLC
 DEBTOR IN POSSESSION
 CH 11 CASE# 13-00516 (MFL)
 4515 IRVING RD
 JACKSONVILLE FL 32226-2918

Questions?

Available by phone 24 hours a day, 7 days a week.

1-800-CALL-WELLS (1-800-225-5935)

TTY: 1-800-877-4833

En español. 1-877-337-7454

Online: wells Fargo.com/biz

Write: Wells Fargo Bank, N.A. (287)
 P.O. Box 6995
 Portland, OR 97228-6995

Your Business and Wells Fargo

As our way of saying thank you to our business customers, Wells Fargo is extending special offers on many of our small business accounts and services between April 16 and June 30, 2013. For details on these limited-time offers, stop by any Wells Fargo location, visit us online at wells Fargo.com/appreciation, or call us at 877-436-4170.

Account options

A check mark in the box indicates you have these convenient services with your account. Go to wells Fargo.com/biz or call the number above if you have questions or if you would like to add new services.

- Business Online Banking
- Online Statements
- Business Bill Pay
- Business Spending Report
- Overdraft Protection

Activity summary

Beginning balance on 5/1	\$9,559.37
Deposits/Credits	38,331.07
Withdrawals/Debits	- 38,984.55
Ending balance on 5/31	\$8,905.89
Average ledger balance this period	\$5,803.80

Account number: 7785624854

**DAMES POINT HOLDINGS LLC
 DEBTOR IN POSSESSION
 CH 11 CASE# 13-00516 (MFL)**

Florida account terms and conditions apply

For Direct Deposit and Automatic Payments use
 Routing Number (RTN): 063107513

For Wire Transfers use
 Routing Number (RTN): 121000248

Overdraft Protection

This account is not currently covered by Overdraft Protection. If you would like more information regarding Overdraft Protection and eligibility requirements please call the number listed on your statement or visit your Wells Fargo store.

Account number: 7785624854 v May 1, 2013 - May 31, 2013 v Page 2 of 7

WELLS
FARGO

Transaction history

Date	Check Number	Description	Deposits/ Credits	Withdrawals/ Debits	Ending daily balance
5/1		Deposit Made In A Branch/Store	913.78		
5/1		Bankcard-1292 Mtot Dep 130430 536383090111519 Dames Point Marina	127.81		
5/1		Check Crd Purchase 04/30 Sunbiz.Org / FL. F 850-245-6939 FL 474165xxxxx6079 283120551550240 ?McC=9399		138.75	
5/1		Online Transfer to Dames Point Holdings LLC Business Market Rate Savings xxxxx0949 Ref #lbexllylf on 05/01/13		200.00	
5/1		POS Purchase - 05/01 Mach ID 000000 Lowe S 503 Jacksonville FL 6061 00303121722281060 ?McC=5200		14.41	10,247.80
5/2		Bankcard-1292 Mtot Dep 130501 536383090111519 Dames Point Marina	181.51		
5/2	1030	Check		1,365.30	
5/2	1028	Check		1,217.82	
5/2	42314	Check		909.62	
5/2	1029	Check		349.77	
5/2		Bankcard-1292 Mtot Disc 130430 536383090111519 Dames Point Marina		286.55	6,300.25
5/3		Bankcard-1292 Mtot Dep 130502 536383090111519 Dames Point Marina	493.35		
5/3		Check Crd Purchase 05/02 Lowes #02472* Jacksonville FL 474165xxxxx6079 163122475457232 ?McC=5200		256.22	
5/3		Check Crd Purchase 05/02 ATT*Bill Payment 866-620-6000 TX 474165xxxxx6079 083121485177558 ?McC=4814		442.96	
5/3		Asc Mortg Pymt 050213 1218112492 William Shafnacker		1,347.07	
5/3	1032	Check		320.00	
5/3	1051	Check		204.75	
5/3	1033	Check		63.50	4,159.10
5/6		ATM Cash Deposit - 05/06 Mach ID 0753A 7991 Normandy Blvd Jacksonville FL 6061 0008198	1,300.00		
5/6		ATM Check Deposit - 05/05 Mach ID 0663J 233 North 3Rd Street Jacksonvl.Bch FL 6061 0000948	1,024.20		
5/6		Bankcard-1292 Mtot Dep 130505 536383090111519 Dames Point Marina	722.50		
5/6		ATM Cash Deposit - 05/06 Mach ID 0529K 10740 Balmoral Drive Jacksonville FL 6079 0002920	680.00		
5/6		ATM Cash Deposit - 05/05 Mach ID 0663J 233 North 3Rd Street Jacksonvl.Bch FL 6061 0000947	500.00		
5/6		ATM Check Deposit - 05/05 Mach ID 0663J 233 North 3Rd Street Jacksonvl.Bch FL 6061 0000949	342.40		
5/6		Bankcard-1292 Mtot Dep 130503 536383090111519 Dames Point Marina	184.09		
5/6		ATM Cash Deposit - 05/06 Mach ID 0753A 7991 Normandy Blvd Jacksonville FL 6061 0008199	100.00		
5/6		Check Crd Purchase 05/03 Tractor Supply CO Jacksonville FL 474165xxxxx6079 083123529011172 ?McC=5599		192.59	
5/6		POS Purchase - 05/05 Mach ID 000000 Lowe S 1699 Jacksonville FL 6061 00303125570842137 ?McC=5200		34.94	8,784.76
5/7		Bankcard-1292 Mtot Dep 130506 536383090111519 Dames Point Marina	1,025.88		
5/7		Deposit Made In A Branch/Store	300.00		
5/7	50613	Check		9,391.38	
5/7	^ 1031	T-Mobile ACH Pmt 130506 1031 876218461		355.84	363.42
5/8		ATM Cash Deposit - 05/08 Mach ID 2857P 1031 Atlantic Blvd Atlantic Bch FL 6061 0001368	50.00		
5/8		Bankcard-1292 Mtot Dep 130507 536383090111519 Dames Point Marina	13.86		
5/8		Recur Debit Crd Pmt05/07 Register Tapes Unt 999-999-9999 TX 474165xxxxx6079 083127466194130 ?McC=7311		362.42	64.86
5/9		ATM Check Deposit - 05/09 Mach ID 0345A 9580 Regency Square BI Jacksonville FL 6061 0008920	3,000.00		

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WELLS
FARGO**Transaction history (continued)**

Date	Check Number	Description	Deposits/ Credits	Withdrawals/ Debits	Ending daily balance
5/9		ATM Cash Deposit - 05/09 Mach ID 0345A 9580 Regency Square BI Jacksonville FL 6061 0008919	1,000.00		
5/9		Deposit Made In A Branch/Store	638.70		
5/9		Bankcard-1292 Mtot Dep 130508 536383090111519 Dames Point Marina	21.78		
5/9	1034	Check		1,122.45	3,602.89
5/10		Bankcard-1292 Mtot Dep 130509 536383090111519 Dames Point Marina	1,235.14		
5/10		Recurring Transfer to Dames Point Holdings Business Market Rate Savings Ref #Opeg4Fmv42 xxxxxx0956		150.00	
5/10	51013	Check		1,303.71	
5/10	1035	Check		133.50	
5/10	1037	Check		119.50	3,131.32
5/13		Bankcard-1292 Mtot Dep 130512 536383090111519 Dames Point Marina	1,276.78		
5/13		Bankcard-1292 Mtot Dep 130510 536383090111519 Dames Point Marina	776.89		
5/13		POS Purchase - 05/11 Mach ID 000000 Publix Super Mar 9100 Jacksonville FL 6061 00583131624847627 ?McC=5411		27.47	
5/13		POS Purchase - 05/12 Mach ID 000000 Kangaroo Express 1270 Jacksonville FL 6061 00383132845783651 ?McC=5541		48.38	
5/13	1038	Check		292.80	
5/13	1039	Check		164.30	4,652.04
5/14		Bankcard-1292 Mtot Dep 130513 536383090111519 Dames Point Marina	315.81		
5/14	1036	Check		350.00	4,617.85
5/15		Deposit Made In A Branch/Store	1,481.70		
5/15		Bankcard-1292 Mtot Dep 130514 536383090111519 Dames Point Marina	291.34		
5/15		Recur Debit Crd Pmt05/14 Eig*Fatcow 866-5392854 MA 474165xxxxx6079 383134517513985 ?McC=5968		219.95	
5/15		Fdgl Lease Pymt 130515 052-0908121-000 Dames Point Marina		137.98	6,032.96
5/16		Online Transfer to Dames Point Holdings LLC Business Checking xxxxxx4888 Ref #lbe2J9Ftcf on 05/16/13		200.00	
5/16		POS Purchase - 05/16 Mach ID 000000 Sam S Club Jacksonville FL 6079 00000000730059071 ?McC=5300		129.57	
5/16	1040	Check		1,361.60	4,341.79
5/17		Bankcard-1292 Mtot Dep 130515 536383090111519 Dames Point Marina	361.22		
5/17		Bankcard-1292 Mtot Dep 130516 536383090111519 Dames Point Marina	124.93		
5/17		Check Crd Purchase 05/16 Pll Enterprises 9549774060 FL 474165xxxxx6079 623137571037972 ?McC=5965		159.46	
5/17		Online Transfer to Dames Point Holdings LLC Ref #lbe2J9Ftcf Business Checking April Sales Tax		1,180.03	
5/17	1042	Check		328.30	
5/17	1043	Check		89.50	3,070.65
5/20		Deposit Made In A Branch/Store	1,831.70		
5/20		Bankcard-1292 Mtot Dep 130519 536383090111519 Dames Point Marina	1,572.55		
5/20		Bankcard-1292 Mtot Dep 130517 536383090111519 Dames Point Marina	614.59		
5/20		Check Crd Purchase 05/18 West Marine 1274 Jacksonville FL 474165xxxxx6061 163138573751338 ?McC=4468		128.75	
5/20		POS Purchase - 05/18 Mach ID 000000 Costco Whse 0357 Jacksonville FL 6061 00463138613317259 ?McC=5300		46.33	
5/20		POS Purchase - 05/18 Mach ID 000000 Costco Whse 0357 Jacksonville FL 6061 00383138616695718 ?McC=5300		98.30	
5/20		POS Purchase - 05/18 Mach ID 000000 Publix Super Mar 7117 Jacksonville FL 6061 00463138681603023 ?McC=5411		41.04	
5/20		POS Purchase - 05/19 Mach ID 000000 Lowe S 503 Jacksonville FL 6061 00583139600732298 ?McC=5200		44.82	

Account number: 7785624854 v May 1, 2013 - May 31, 2013 v Page 4 of 7

WELLS
FARGO**Transaction history (continued)**

Date	Check Number	Description	Deposits/ Credits	Withdrawals/ Debits	Ending daily balance
5/20	51713	Check		2,042.44	
5/20	1044	Check		473.75	4,214.06
5/21		Bankcard-1292 Mtot Dep 130520 536383090111519 Dames Point Marina	1,026.19		
5/21		DIRECTV Payment xxxxx5943 Danes Marina		95.00	5,145.25
5/22		Bankcard-1292 Mtot Dep 130521 536383090111519 Dames Point Marina	125.91		5,271.16
5/23		Bankcard-1292 Mtot Dep 130522 536383090111519 Dames Point Marina	25.42		
5/23	1045	Check		1,217.60	
5/23		Prog Select Ins Ins Prem 130523 48306172 ,Willi William M Shafnacker		205.27	3,873.71
5/24		ATM Check Deposit - 05/24 Mach ID 0529K 10740 Balmoral Drive Jacksonville FL 6079 0007073	5,020.57		
5/24		ATM Cash Deposit - 05/24 Mach ID 0529K 10740 Balmoral Drive Jacksonville FL 6079 0007072	180.00		
5/24		Bankcard-1292 Mtot Dep 130523 536383090111519 Dames Point Marina	91.00		
5/24	51014	Check		1,243.59	
5/24	1046	Check		214.10	7,707.59
5/28		Bankcard-1292 Mtot Dep 130527 536383090111519 Dames Point Marina	3,989.34		
5/28		Bankcard-1292 Mtot Dep 130526 536383090111519 Dames Point Marina	2,277.99		
5/28		Deposit Made In A Branch/Store	2,200.00		
5/28		Bankcard-1292 Mtot Dep 130524 536383090111519 Dames Point Marina	383.12		
5/28		Check Crd Purchase 05/24 Stare Decisis FL Jacksonville FL 474165xxxxx6061 163144799928919 ?McC=7549		300.00	
5/28		POS Purchase - 05/25 Mach ID 000000 Lowe S 503 Jacksonville FL 6061 00383145580268166 ?McC=5200		215.40	
5/28		POS Purchase - 05/25 Mach ID 000000 Publix Super Mar 9100 Jacksonville FL 6061 00383145594800876 ?McC=5411		36.32	
5/28		POS Purchase - 05/28 Mach ID 000000 Lowe S 503 Jacksonville FL 6079 00303148747749657 ?McC=5200		34.51	
5/28	1048	Check		324.31	
5/28	1050	Check		160.00	15,487.50
5/29		Bankcard-1292 Mtot Dep 130528 536383090111519 Dames Point Marina	440.56		
5/29	1076	Check		1,000.00	
5/29	1047	Check		320.00	
5/29	1052	Check		200.00	
5/29	1049	Check		124.17	14,283.89
5/30		POS Purchase - 05/30 Mach ID 000000 B2P Duval Tc Jacksonville FL 6079 00000000535435773 ?McC=9399		117.30	
5/30		POS Purchase - 05/30 Mach ID 000000 Sam S Club Jacksonville FL 6079 00000000252253883 ?McC=5300		255.68	
5/30	1077	Check		1,765.10	
5/30		Bankcard-1292 Mtot Dep 130529 536383090111519 Dames Point Marina		331.49	11,814.32
5/31		Bankcard-1292 Mtot Dep 130530 536383090111519 Dames Point Marina	68.46		
5/31		Check Crd Purchase 05/30 Broadcast Music IN 615-401-2408 TN 474165xxxxx6079 163149494960110 ?McC=5969		832.50	
5/31		POS Purchase - 05/31 Mach ID 000000 Samsclub 8253 Jacksonville FL 6079 00000000653666876 ?McC=5300		336.17	
5/31		POS Purchase - 05/31 Mach ID 000000 Lowe S 503 Jacksonville FL 6079 00303151599648656 ?McC=5200		96.65	
5/31		Check Crd Purchase 05/31 Vzwrlls*lvv Ve 800-922-0204 NJ 474165xxxxx6079 083150713253576 ?McC=4814		1,136.61	

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WELLS
FARGO**Transaction history (continued)**

Date	Check Number	Description	Deposits/ Credits	Withdrawals/ Debits	Ending daily balance
5/31	1078	Check		357.96	
5/31	1079	Check		217.00	8,905.89
Ending balance on 5/31					8,905.89
Totals			\$38,331.07	\$38,984.55	

The Ending Daily Balance does not reflect any pending withdrawals or holds on deposited funds that may have been outstanding on your account when your transactions posted. If you had insufficient available funds when a transaction posted, fees may have been assessed.

^ **Converted check:** Check converted to an electronic format by your payee or designated representative. Checks converted to electronic format cannot be returned, copied or imaged.

Summary of checks written (checks listed are also displayed in the preceding Transaction history)

Number	Date	Amount	Number	Date	Amount	Number	Date	Amount
1028	5/2	1,217.82	1039	5/13	164.30	1051	5/3	204.75
1029	5/2	349.77	1040	5/16	1,361.60	1052	5/29	200.00
1030	5/2	1,365.30	1042 *	5/17	328.30	1076 *	5/29	1,000.00
1031	5/7	355.84	1043	5/17	89.50	1077	5/30	1,765.10
1032	5/3	320.00	1044	5/20	473.75	1078	5/31	357.96
1033	5/3	63.50	1045	5/23	1,217.60	1079	5/31	217.00
1034	5/9	1,122.45	1046	5/24	214.10	42314 *	5/2	909.62
1035	5/10	133.50	1047	5/29	320.00	50613 *	5/7	9,391.38
1036	5/14	350.00	1048	5/28	324.31	51013 *	5/10	1,303.71
1037	5/10	119.50	1049	5/29	124.17	51014	5/24	1,243.59
1038	5/13	292.80	1050	5/28	160.00	51713 *	5/20	2,042.44

* Gap in check sequence

Account transaction fees summary

Service charge description	Units used	Units included	Excess units	Service charge per excess units (\$)	Total service charge (\$)
Cash Deposited (\$)	5,400	7,500	0	0.0030	0.00
Transactions	72	200	0	0.50	0.00
Total service charges					\$0.00

**IMPORTANT ACCOUNT INFORMATION**

Effective June 18, 2013, American Express® Travelers Cheques, Cheques for Two, and Gift Cheques will no longer be available through Wells Fargo.

Please note the Terms & Conditions for Wells Fargo Business Debit Cards, Business ATM Cards, and Business Deposit Cards, the section titled "Making purchases with a business debit card", and Business Account Agreement section titled "Card Transactions" are changing

Exhibit D

Identity and Value of
Material Assets of Debtor

Identity and Value of Material Assets of Debtor⁷

1. Real property located at 4518/4542 Irving Road, Jacksonville, Florida 32226 (RE 1091280000 & RE 109150000). Debtor's estimated fair market value: \$624,665.00.
2. Real property located at 4515 Irving Road, Jacksonville, Florida 32226 (RE 1091640000). Debtor's estimated fair market value: \$19,213.00.
3. Real property located at 0 Pat Road, Jacksonville, Florida 32226 (RE 1091630000 & RE 1091630010). Debtor's estimated fair market value: \$31,590.00.
4. Real property located at Lowery Street, Jacksonville, Florida 32226 (RE 1091740000). Debtor's estimated fair market value: \$19,268.00
5. Other personalty, including floating docks and pilings at Marina, as described in Debtor's Amended Schedules (Doc. No. 49). Debtor's estimated fair market value: \$47,619.00.

⁷ Fair market values estimated herein are based upon Debtor's Amended Schedules, the economic conditions as of the filing of this Disclosure Statement, and the perceived impact on value of the bankruptcy proceedings.

Exhibit E
Liquidation Analysis

Liquidation Analysis

Total Assets at Liquidation Value	\$	742,355.00
Cash on Hand	\$	-
Checking Account	\$	1,300.00
Security Deposit	\$	1,000.00
Accounts Receivable	\$	1,559.00
Inventory	\$	4,500.00
Office Furniture and Equipment	\$	2,460.00
Boats, Motors, and Accessories	\$	800.00
Machinery and Equipment	\$	15,000.00
Real Property	\$	694,736.00
Floating Docks	\$	15,000.00
Concrete Pilings	\$	6,000.00
Total Liabilities & Expenses to Liquidate	\$	699,651.03
Secured Claims	\$	419,168.63
Administrative Expenses	\$	49,550.00
U.S. Trustee's Fees	\$	1,950.00
Priority Tax Claims	\$	5,113.05
Land Preparation for Sale	\$	20,000.00
Closing Costs	\$	72,000.00
Contingent Expenses (to fix property to code, etc.)	\$	28,000.00
Unpaid Post-Petition accounts payable	\$	23,869.35
Chapter 7 Fees & Expenses	\$	80,000.00
Balance for Unsecured Claims⁸	\$	42,703.97
Total Amount of Unsecured Claims⁹	\$	141,268.88
Percentage of Unsecured Claims Paid under Chapter 7 liquidation		41%
Percentage of Unsecured Claims Paid under the Plan		100%

⁸ The estimated balance does not factor a likely discount for the assets in the event of a chapter 7 trustee's liquidation sale.

⁹ This figure is higher than the unsecured claims listed elsewhere in this Disclosure Statement (\$128,409.59) because the following liabilities would become unsecured claims in a chapter 7 liquidation:

Assumed Leases & Contracts arrearage	\$	8,989.94
A/P & Unscheduled Loan to KC Petro	\$	23,869.35