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**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION**

<i>In re:</i>	§	
	§	Case No. 10-37054-SGJ-11
EQK BRIDGEVIEW PLAZA, INC.,	§	Chapter 11
<i>Debtor,</i>	§	

**EQK BRIDGEVIEW PLAZA, INC.'S
SECOND AMENDED PLAN OF REORGANIZATION**

EQK Bridgeview Plaza, Inc. (the “Debtor”), submits this *EQK Bridgeview Plaza, Inc.’s Second Amended Plan of Reorganization* (the “Plan”) pursuant to Section 1121(a) of the United States Bankruptcy Code (11 U.S.C. 101, *et seq.*, the “Bankruptcy Code”). Reference is hereby made to the *Disclosure Statement under 11 U.S.C. § 1125 in Support of EQK Bridgeview Plaza, Inc.’s Second Amended Plan of Reorganization* (the “Disclosure Statement”) for a discussion of, among other things, the history, businesses, properties, results of operations, risk factors, and a summary and analysis of this Plan, and related matters. All holders of Claims, Liens and Equity Interests are encouraged to read both this Plan and the Disclosure Statement before voting to accept or to reject this Plan. In the event of any inconsistencies between this Plan and Disclosure Statement, the terms and provisions of this Plan shall control. The Debtor reserves the right to alter, amend, modify, revoke, or withdraw this Plan prior to its substantial consummation pursuant to the terms of this Plan.

ARTICLE I.
Introduction and Background Information

On October 4, 2010 (the “Petition Date”), the Debtor filed a voluntary petition for reorganization pursuant to Chapter 11 of the United States Bankruptcy Code (the

“Bankruptcy Code”) in the United States Bankruptcy Court for the Northern District of Texas, Dallas Division (the “Bankruptcy Court”). Since the filing of this case, the Debtor has remained in possession of its property and continued its business as a debtor-in-possession pursuant to Sections 1107 and 1108 of the Bankruptcy Code, other than with respect to the Dunes Plaza Property, which is currently in the possession of the Dunes Plaza Receiver. The Debtor files this Plan to reorganize its financial affairs and hopes that the Plan, as it may hereafter be amended, modified, or restated in whole or in part, will be confirmed on a consensual basis through acceptance by all classes of creditors entitled to vote on the Plan. In the event that one or more of the Debtor’s creditor classes fails to accept the Plan, the Debtor will request the Court to confirm the Plan under Section 1129(b) of the Bankruptcy Code.

Description of the Debtor.

The Debtor is a Nevada corporation with its principal offices located in Dallas, Texas. All of the capital stock of the Debtor is owned by Warren Road Farm, Inc., which is a corporation owned by ABC Land & Development, Inc., which in turn is owned by Ronald Akin and DTS Holdings, LLC. DTS Holdings, LLC is a corporation owned by F. Terry Shumate and Donna Shumate. Warren Road Farm, Inc. acquired all of the capital stock of the Debtor from Transcontinental Realty Investors, Inc. pursuant to a purchase agreement dated September 21, 2010.

The Debtor’s primary assets consist of various real estate holdings in multiple states. Specifically, the Debtor owns: (i) the Dunes Plaza shopping center located at 104 Franklin Street in Michigan City, Indiana 46360 (the “Dunes Plaza Property”), (ii) the Bridgeview Plaza shopping center located at 2420 Rose Street in La Crosse, Wisconsin 54603 (the “Bridgeview Plaza Property”); (iii) an office building and warehouse and certain acres of land located behind the office building located at 1925 Valley View Lane in Farmers Branch, Texas 75234 (the “Eagle Crest Property”); and (iv) approximately 2,928.441 acres of undeveloped land in Kaufman County, Texas (the “Windmill Farms Property”, collectively with the Dunes Plaza Property, the Bridgeview Plaza Property, and the Eagle Crest Property, the “Properties”).

With regard to the Dunes Plaza Property, as of the Petition Date, the Debtor was indebted to Grand Pacific Finance Corp. (“Grand Pacific”) pursuant to a loan made to South Cochran Corporation by Grand Pacific on or about January 12, 2005 in the original principal amount of \$3,750,000.00 (the “Dunes Plaza Loan”). The Grand Pacific Dunes Plaza Loan is evidenced by, *inter alia*: (i) a *Loan Note* dated January 12, 2005 in the original principal sum of \$3,750,000.00 executed by South Cochran Corporation and payable to Grand Pacific; and (ii) a *Mortgage, Security Agreement, Fixture Filing and Assignment of Leases and Rents* by and between South Cochran Corporation and Grand Pacific dated January 12, 2005 (collectively, the “Pre-Petition Dunes Plaza Loan Documents”, collectively with the Pre-Petition Bridgeview Loan Documents, the Pre-Petition Eagle Crest Loan Documents, and the Pre-Petition Windmill Farms Loan Documents, the “Pre-Petition Loan Documents”). The Dunes Plaza Loan is secured by various instruments, including a deed of trust and UCC-1 financing statements, which were filed of record in appropriate jurisdictions. Collateral for the Loan includes, *inter alia*, the Dunes Plaza Property, the Dunes Plaza Account, and rents received from the operation of the Dunes Plaza Property.

Pre-petition, Grand Pacific had initiated an action in Indiana state court to obtain a receiver over the Dunes Plaza Property, and on or about July 19, 2010, an order was entered by the Laporte County Superior Court in Indiana in Cause No. 46D01-1007-MF-0168 appointing a receiver over the Dunes Plaza Property. Pursuant to the Dunes Plaza Receivership Order, The Anker Consulting Group, Inc. is and has been acting as the receiver over the Dunes Plaza Property.

With regard to the Bridgeview Plaza Property, as of the Petition Date, the Debtor was indebted to Wells Fargo Bank, N.A., as Indenture Trustee for the Grand Pacific Business Loan Trust 2005-1 (“GP Trust”), as assignee of Grand Pacific Finance Corp. (“Grand Pacific”) pursuant to a loan made to the Debtor by Grand Pacific on or about March 24, 2005 in the original principal amount of \$7,197,000.00 (the “Bridgeview Loan”). The Bridgeview Loan is evidenced by, *inter alia*: (i) a *Loan Note* dated March 24, 2005 in the original principal sum of \$7,197,000.00 executed by the Debtor and payable to Grand Pacific; and (ii) a *Mortgage, Security Agreement, and Fixture Financing Statement* by and between the Debtor and Grand Pacific dated March 24, 2005 (collectively, the “Pre-Petition Bridgeview Loan Documents”). The Bridgeview Loan is secured by various instruments, including a deed of trust and UCC-1 financing statements, which were filed of record in appropriate jurisdictions. Collateral for the Bridgeview Loan includes, *inter alia*, the Bridgeview Plaza Property, the Bridgeview Account, and rents received from the operation of the Bridgeview Plaza Property.

With regard to the Eagle Crest Property, as of the Petition Date, the Debtor was indebted to Bank of America, N.A. (successor by merger to LaSalle Bank National Association), a national banking association, as indenture trustee under the Indenture, dated November 30, 2006 between Hometown Commercial Trust 2006-1 and LaSalle Bank National Association, acting through its servicer Midland Loan Services, Inc. (“BOA”) pursuant to a loan originally made to Transcontinental Brewery, Inc. by Hometown Commercial Capital, LLC on or about October 13, 2006 in the original principal amount of \$2,450,000.00 (the “Eagle Crest Loan”). The Eagle Crest Loan is evidenced by, *inter alia*: (i) a *Promissory Note* dated October 2006 in the original principal sum of \$2,450,000.00 executed by Transcontinental Brewery, Inc. and payable to Hometown Commercial Capital, LLC; and (ii) a *Deed of Trust and Security Agreement* by and between Transcontinental Brewery, Inc. and Hometown Commercial Capital, LLC dated October 13, 2006 (collectively, the “Pre-Petition Eagle Crest Loan Documents”). The Eagle Crest Loan is secured by various instruments, including a deed of trust and UCC-1 financing statements, which were filed of record in appropriate jurisdictions. Collateral for the Eagle Crest Loan includes, *inter alia*, the Eagle Crest Property, the Eagle Crest Account, and rents received from the operation of the Eagle Crest Property.

With regard to the Windmill Farms Property, as of the Petition Date, the Debtor was indebted to Branch Banking & Trust Company (“BB&T,” collectively with Grand Pacific, the GP Trust, and BOA, the “Pre-Petition Lenders”) pursuant to a loan originally made to EQK Windmill Farms, LLC, a Nevada Corporation, by Colonial Bank, N.A. on or about November 17, 2006 in the original principal amount of \$43,806,786.00 (the “Windmill”).

Farms Loan”). The Windmill Farms Loan is evidenced by, *inter alia*: (i) a *Promissory Note* dated November 17, 2006 in the original principal sum of \$43,806,786.00 executed by EQK Windmill Farms, LLC and payable to Colonial Bank, N.A.; (ii) a *Loan Agreement* dated November 17, 2006 by and between EQK Windmill Farms, LLC and Colonial Bank, N.A., as amended from time to time; and (iii) a *Deed of Trust* by and between EQK Windmill Farms, LLC and Colonial Bank, N.A. dated November 17, 2006, as it has been amended from time to time (collectively, the “Pre-Petition Windmill Farms Loan Documents”). The Windmill Farms Loan is secured by various instruments, including the deed of trust and UCC-1 financing statements, which were filed of record in appropriate jurisdictions. Collateral for the Windmill Farms Loan includes, *inter alia*, the Windmill Farms Property and the Windmill Farms Account.

Pre-petition, several of the Debtor’s affiliates, namely, (i) South Cochran Corporation, which owned the Dunes Plaza Property, (ii) EQK Windmill Farms, LLC, which owned the Windmill Farms Property, and (iii) Transcontinental Brewery, Inc.,¹ which owned the Eagle Crest Property, (collectively, the “Affiliates”) were each facing similar foreclosure attempts initiated by their respective secured lenders and had also determined to initiate their own respective bankruptcy proceedings to protect their assets and restructure and reorganize their affairs. Much like the Bridgeview Plaza Property, the Dunes Plaza Property is an operating shopping center, and there is substantial equity in both the Windmill Farms Property and the Eagle Crest Property. In fact, according to a recent appraisal, the Windmill Farms Property offers approximately \$29 million in equity over its secured debt.

After much deliberation, the Debtor, the Affiliates, and the Debtor’s parent company Warren Road Farm, Inc. (“Warren Road”) determined that the most effective and efficient way to utilize the Properties’ respective equities and cash flows and to reorganize the collective assets of the Debtor and the Affiliates was for the Debtor to purchase the assets and stock of the Affiliates and to thereafter file one consolidated bankruptcy case. As such, on or about September 21, 2010 the Debtor acquired, *inter alia*, the assets and liabilities, stock, and intercompany receivables of South Cochran Corporation, thereby acquiring the Dunes Plaza Property, for total consideration in the amount of \$3,222,978.00, which amount was paid through the Debtor’s assumption of South Cochran Corporation’s liabilities, including the Dunes Plaza Loan and indebtedness to Grand Pacific, and its receipt of an intercompany receivable to the extent of any deficiency between the purchase price and the value of the Dunes Plaza Property. That same day, the Debtor also acquired the assets and liabilities and stock of Transcontinental Brewery, Inc., thereby acquiring the Eagle Crest Property, for a total purchase price of \$3,800,000.00, which sum was paid through the Debtor’s assumption of Transcontinental Brewery, Inc.’s liabilities, including the Eagle Crest Loan and indebtedness to BOA, and paying the remainder of the purchase price via a promissory note. Likewise, the Debtor also acquired the assets and liabilities and stock of EQK Windmill Farms, LLC, thereby acquiring the Windmill Farms Property, for a total

¹ Transcontinental Brewery, Inc. has since changed its name to 1925 Valley View, Inc.

purchase price of approximately \$59,955,000.00.² Like its purchase of the other Affiliates and their assets, the Debtor paid substantial consideration for its purchase of the assets of EQK Windmill Farms, LLC by assuming EQK Windmill Farms, LLC's liabilities, including the Windmill Farms Loan and indebtedness to BB&T, and paying the remainder of the purchase price via a promissory note.

As of the Petition Date, the Debtor was indebted to the GP Trust under the Pre-Petition Bridgeview Loan Documents in the principal amount of \$6,541,735.38, plus accrued, unpaid prepetition interest, late charges, attorneys' fees, expenses and other charges as provided in the Pre-Petition Bridgeview Loan Documents. On November 17, 2010, the GP Trust filed an amended proof of claim asserting that the amount of the GP Trust's claim as of the Petition Date³ was \$6,773,601.49. The Debtor was also indebted to Grand Pacific as of the Petition Date under the Pre-Petition Dunes Plaza Loan Documents in the principal amount of \$3,422,408.38, plus accrued, unpaid prepetition interest, late charges, attorneys' fees, expenses and other charges as provided in the Pre-Petition Dunes Plaza Loan Documents. On November 17, 2010, Grand Pacific filed a proof of claim asserting that the amount of Grand Pacific's claim as of the Petition Date was \$3,587,118.63. Likewise, the Debtor was also indebted to BOA as of the Petition Date under the Pre-Petition Eagle Crest Loan Documents in the principal amount of \$2,400,175.42, plus accrued, unpaid prepetition interest, late charges, attorneys' fees, expenses and other charges as provided in the Pre-Petition Eagle Crest Loan Documents. On January 19, 2011, BOA filed a proof of claim asserting that the amount of BOA's claim as of the Petition Date was \$2,437,575.98. Finally, as of the Petition Date, the Debtor was indebted to BB&T under the Pre-Petition Windmill Farms Loan Documents in the principal amount of \$31,257,314.29, plus accrued, unpaid prepetition interest, late charges, attorneys' fees, expenses and other charges as provided in the Note, Mortgage and other loan documents. On February 7, 2011 BB&T filed a proof of claim asserting that the amount of BB&T's claim as of the Petition Date was \$31,283,536.74.

The Debtor may object to the amount of the Pre-Petition Lenders' respective claims.

Operations of the Debtor during the Pendency of the Case.

The Debtor has continued to operate each of the Properties other than the Dunes Plaza Property, which is being operated by the Dunes Plaza Receiver, during the pendency of the case. Copies of operating reports, which have been filed with the Bankruptcy Court pursuant to Bankruptcy Rule 2015(a)(3), are available from the Bankruptcy Court and/or the U.S. Trustee's office. The U.S. Trustee operating reports note an accrual of debt service and depreciation, which if removed, would harmonize those reports with actual operating data. In addition, the Debtor has entered into stipulated cash collateral agreements with BOA and the GP Trust in which the Debtor has been granted permission through April 30, 2011 to utilize revenues generated from the Properties to pay for items outlined in the cash collateral

² While the documents evidencing the Debtor's purchase of the Windmill Farms Property reflect a higher purchase price, such documents and purchase price did not reflect certain acreage that had previously been assigned.

³ In its proof of claim, GP Trust actually calculated its claim as of October 6, 2010 rather than the Petition Date.

budget, subject to adequate protection payments being made to BOA and the GP Trust. Copies of the cash collateral stipulations are available from the Clerk of the Bankruptcy Court or, upon request made in writing to Debtor's counsel, Melissa S. Hayward, Franklin Skierski Lovall Hayward LLP, 10501 N. Central Expy., Ste. 106, Dallas, Texas 75231.

The Plan contemplates that the collateral securing the Pre-Petition Lenders' Allowed Claims will be determined either by agreement of the parties or through a valuation proceeding in the Bankruptcy Court. If any of the Pre-Petition Lenders do not elect to be treated under Section 1111(b)(2) of the Bankruptcy Code, the Plan provides that such Pre-Petition Lender will have an Allowed Secured Claim in the amount of such collateral value and an Allowed Unsecured Claim for any excess of its allowed pre-petition claim over such collateral value. In such event, the Plan provides that such Pre-Petition Lender's Allowed Secured Claim will be paid as set forth in the relevant class treatment section below. Any and all perfected liens and security interests on any collateral securing such Pre-Petition Lender's allowed pre-petition claim would be continued and preserved to secure the Debtor's Plan payments and obligations to such Pre-Petition Lender.

If any of the Pre-Petition Lenders elect treatment under Section 1111(b)(2) of the Bankruptcy Code, such Pre-Petition Lender's Allowed Claim will be considered as a fully secured claim and such Pre-Petition Lender will not participate in distributions to unsecured creditors for any portion of its Allowed Claim. Any and all perfected liens and security interests on any collateral securing such Pre-Petition Lender's allowed pre-petition claim would be continued and preserved to secure the Debtor's Plan payments and obligations to such Pre-Petition Lender.

TCI or its designee will receive 100% of the equity interests in the Reorganized Debtor on account of its contributions and the new value TCI is providing in funding the Plan, which include all amounts needed to service the Windmill Farms Property and debt to BB&T, which is estimated to be approximately \$7,000,000.00.

ARTICLE II.

Definitions

A. Defined Terms.

For purposes of this Plan and the accompanying Disclosure Statement, the following terms shall have the meanings set forth below unless the context clearly requires otherwise:

2.1 1933 Act. The Securities Act of 1933, as amended, and the rules and regulations as promulgated thereunder.

2.2 Accounting Expenses: Expenses incurred by the Debtor or the Reorganized Debtor (as applicable) for the maintenance of its books and records, preparation of Debtor's financial reports, marketing materials, tax returns and fulfillment of reporting and auditing obligations to its lenders and other parties.

2.3 Adjusted Purchase Price: The gross proceeds received from the sale or refinancing of the Properties, less the customary and reasonable costs incurred by Debtor to third

parties to consummate the sale or refinancing of the Properties, including, without limitation, real estate brokerage commissions, origination and discount points, accounting and legal fees, title company charges, and survey fees.

2.4 Administrative Expense: Any cost or expense of administration of the Chapter 11 case allowed under subsections 503(b) and 507(a)(2) of the Bankruptcy Code, including, without limitation, any actual and necessary expenses of preserving the estate of the Debtor, any actual and necessary expenses of operating the business of the Debtor, all compensation or reimbursement of expenses to the extent allowed by the Bankruptcy Court under section 330 or 503 of the Bankruptcy Code, and any fees or charges assessed against the estate of the Debtor under section 1930, chapter 123 of title 28 of the United States Code

2.5 Affiliates: The Debtor's affiliates, namely (i) South Cochran Corporation, which owned the Dunes Plaza Property, (ii) EQK Windmill Farms, LLC, which owned the Windmill Farms Property, and (iii) Transcontinental Brewery, Inc., which owned the Eagle Crest Property.

2.6 Allowed when used with respect to a Claim (other than an Administrative Expense), means a Claim (a) to the extent it is not Contested; or (b) a Contested Claim, proof of which was filed timely with the Bankruptcy Court, and (i) as to which no objection was filed by the Objection Deadline, or (ii) as to which an Objection was filed by the Objection Deadline, to the extent, if any, such Claim is ultimately allowed by a Final Order; provided however, if a Claim is to be determined in a forum other than the Bankruptcy Court, such Claim shall not become Allowed until determined by Final Order of such other forum and allowed by Final Order of the Bankruptcy Court. "Allowed," when used with respect to an Administrative Expense, shall mean an Administrative Expense approved by application to the Bankruptcy Court.

2.7 Allowed Administrative and Priority Claims: The Allowed Claim of: (i) all administrative expenses of the Debtor's Chapter 11 case allowable under Section 503(b) of the Bankruptcy Code; (ii) all Allowed Unsecured Claims entitled to priority under Section 507(a)(3) and (4) of the Bankruptcy Code for wages, salaries, vacation, severance, sick pay or commissions; (iii) all priority tax claims of governmental units, exclusive of those tax claims defined as "Allowed Tax Claims"; (iv) all quarterly fees and other expenses payable to the United States Trustee in connection with the administration of the Debtor's Chapter 11 case.

2.8 Allowed Claim: A claim against the Debtor that is Allowed.

2.9 Allowed Priority Claim: A Priority Claim to the extent that it is or has become an allowed claim, but which, in any event, will be reduced by the amount of any offsets, credits, or refunds to which the Debtor shall be entitled on the Confirmation Date.

2.10 Allowed Priority Tax Claim: A Priority Tax Claim to the extent that it is or has become an allowed claim, which in any event shall be reduced by the amount of any offsets, credits or refunds to which the Debtor shall be entitled on the Confirmation Date.

2.11 Allowed Interest: An equity security holder in or against the Debtor: (i) in respect of which a Proof of Interest has been timely filed with the Bankruptcy Court by the Bar Date, or,

with leave of the Bankruptcy Court and without objection by any party in interest, late filed, and as to which neither the Debtor nor any party in interest files an objection or as to which the interest is allowed by Final Order of the Bankruptcy Court; or (ii) scheduled in the list of equity security holders in the Debtor, as the same may have been amended, prepared and filed with the Bankruptcy Court pursuant to Bankruptcy Rule 1007(a)(3), as to which no objection to the allowance thereof has been filed, or as to which any such objection has been adjudicated and determined by an order or judgment which is no longer subject to appeal or certiorari proceeding and as to which no appeal or certiorari proceeding is pending.

2.12 Allowed Secured Claim: A Secured Claim to the extent that it is Allowed.

2.13 Allowed Tax Claims: The Allowed Claim of all Allowed Unsecured Claims of governmental units to the extent entitled to priority under Section 507(a)(7) of the Bankruptcy Code, if any.

2.14 Allowed Unsecured Claim: A General Unsecured Claim against the Debtor that is Allowed. This includes all claims deemed unsecured or undersecured pursuant to Section 506(a) of the Bankruptcy Code.

2.15 Assets: All right, title, and interest in and to all property of every type or nature owned or claimed by the Debtor as of the Petition Date, together with all such property of every type or nature subsequently acquired by the Debtor through the Effective Date, whether real or personal, tangible or intangible, and wherever located, and including, but not limited to, property as defined in section 541 of the Bankruptcy Code. Without limiting the generality of the foregoing, this shall include all claims, causes of action or remedies to pierce the corporate veil of the Debtor or to ignore the corporate structure of the Debtor and all Avoidance Actions.

2.16 Bankruptcy Case: Case number 10-37054-SGJ pending in the United States Bankruptcy Court for the Northern District of Texas, Dallas Division.

2.17 Bankruptcy Code: The United States Bankruptcy Code, Title 11, United States Code.

2.18 Bankruptcy Court: The United States Bankruptcy Court for the Northern District of Texas, Dallas Division, having jurisdiction over this Chapter 11 case, or the United States District Court for the Northern District of Texas acting as a court of bankruptcy.

2.19 Bar Date: The final date for filing Proofs of Claim, as directed by either the Bankruptcy Court or otherwise established pursuant to Bankruptcy Rule 3003(c)(3).

2.20 BB&T: Branch Banking & Trust Company ("BB&T"), the secured lender for the Windmill Farms Property.

2.21 BB&T Collateral shall refer to the Assets that secure the Windmill Farms Loan.

2.22 BOA: Bank of America, N.A. (successor by merger to LaSalle Bank National Association), a national banking association, as indenture trustee under the Indenture, dated November 30, 2006 between Hometown Commercial Trust 2006-1 and LaSalle Bank National Association, acting through its servicer Midland Loan Services, Inc., the secured lender for the Eagle Crest Property.

2.23 BOA Collateral shall refer to the Assets that secure the Eagle Crest Loan.

2.24 Bridgeview Loan: A loan made to the Debtor by GP Trust on or about March 24, 2005 in the original principal amount of \$7,197,000.00, which is evidenced by, *inter alia*: (i) a *Loan Note* dated March 24, 2005 in the original principal sum of \$7,197,000.00 executed by the Debtor and payable to GP Trust; and (ii) a *Mortgage, Security Agreement, and Fixture Financing Statement* by and between the Debtor and GP Trust dated March 24, 2005.

2.25 Bridgeview Plaza Property: The Bridgeview Plaza shopping center located at 2420 Rose Street in La Crosse, Wisconsin 54603.

2.26 Bridgeview Receiver: Collins & Associates, S.C., which was appointed as the receiver over the Bridgeview Plaza Property pursuant to an order entered by the La Crosse County Court in Wisconsin on October 4, 2010 in Cause No. 10-cv-822.

2.27 Business Day: A day, other than a Saturday or a Sunday, on which national banks are authorized or required by applicable law to be open for business in the Dallas, Texas area.

2.28 Claim: Either: (i) a right to payment from the Debtor, whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, or unsecured; or (ii) any right to an equitable remedy for future performance if such breach gives rise to a right of payment from the Debtor, whether or not such right to an equitable remedy is reduced to judgment, fixed, contingent, matured, disputed, undisputed, secured or unsecured.

2.29 Claimant: The holder of a Claim.

2.30 Class: A category of holders of Claims or Interests which are substantially similar to the other Claims or Interests in such class and which have been designated as a Class in this Plan.

2.31 Collateral: Any Asset subject to a valid and enforceable Lien to secure payment of a Claim, including any right of offset asserted against any Asset.

2.32 Confirmation Date: The date upon which the Bankruptcy Court shall enter the Confirmation Order, provided that, if the Confirmation Order or consummation of the Plan is stayed or enjoined pending appeal, the Confirmation Date shall be the date that a Final Order vacating, terminating, annulling, or dissolving such stay or injunction is entered or on which such stay or injunction expires and is no longer in force or effect.

2.33 Confirmation Order: An Order of the Bankruptcy Court confirming the Plan in accordance with the provisions of Chapter 11 of the Bankruptcy Code, as such Order may be amended, modified, or supplemented.

2.34 Contested, when used with respect to a Claim, means a Claim: a) that is listed in the Schedules of the Debtor as disputed, contingent, or unliquidated, or in the amount of \$0.00 or unknown; b) that is listed in the Schedules of the Debtor as undisputed, liquidated, and not contingent and as to which a proof of Claim has been filed with the Bankruptcy Court, to the extent the proof of Claim amount exceeds the scheduled amount; c) that is not listed in the Schedules of the Debtor, but as to which a proof of Claim has been filed with the Bankruptcy

Court; d) any Claim as to which an objection has been or may be timely filed and which Claim has not been Allowed by a Final Order; or (e) any Claim for which the proof of Claim is filed after the Bar Date.

2.35 Corporation Documents: The Articles and Certificate of Incorporation of the Debtor, as the same may have heretofore been amended, modified, supplemented, or restated in whole or in part, and as such Corporation Documents are amended and modified by the provisions of this Plan.

2.36 Creditor: means a “creditor,” as defined in section 101(10) of the Bankruptcy Code.

2.37 Cure Claim: A Claim relating to amounts that the Bankruptcy Court determines by Final Order to be necessary to cure all defaults, if any, and to pay all losses that have resulted from defaults, under an executory contract or unexpired lease.

2.38 Debtor or Debtor-in-Possession: EQK Bridgeview Plaza, Inc., the debtor in the above-captioned Chapter 11 bankruptcy case.

2.39 Disallowed: When used with respect to all or any part of a Claim or Interest, means that portion of a Claim or Interest to which an Objection or motion to disallow has been sustained by a Final Order or, as to a Contested Claim, any portion thereof which is not allowed by a Final Order of the Bankruptcy Court.

2.40 Distributions: The assets, property, or payments required to be distributed or paid to holders of Allowed Claims under the Plan.

2.41 Distribution Account: A bank account at a federally insured institution from which all Distributions will be made pursuant to the Plan. The Distribution Agent is the sole signatory on the Distribution Account.

2.42 Distribution Agent: An officer of the Reorganized Debtor or such successor as may be appointed by the Debtor and Reorganized Debtor in a writing filed with the Court to make all distributions required in order to close and implement the Plan and forward the Distributions due to Creditors under the Plan.

2.43 Disclosure Statement: The *Disclosure Statement under 11 U.S.C. § 1125 in Support of the Debtor's Plan of Reorganization Dated June 9, 2011* filed by Debtor in conjunction with the filing of the Plan, as such Disclosure Statement may be modified, amended, restated, or supplemented from time to time in whole or in part in accordance with the Bankruptcy Code and approved by the Bankruptcy Court.

2.44 Dunes Plaza Additional Acreage Contribution: that certain 14.10 acre tract of undeveloped land in Michigan City, La Porte County, Indiana adjacent to the Dunes Plaza Property owned by TCI.

2.45 Dunes Plaza Loan: The loan made to South Cochran Corporation by Grand Pacific on or about January 12, 2005 in the original principal amount of \$3,750,000.00 which is evidenced by, *inter alia*: (i) a *Loan Note* dated January 12, 2005 in the original principal sum of \$3,750,000.00 executed by South Cochran Corporation and payable to Grand Pacific; and (ii) a

Mortgage, Security Agreement, Fixture Filing and Assignment of Leases and Rents by and between South Cochran Corporation and Grand Pacific dated January 12, 2005

2.46 Dunes Plaza Property: The Dunes Plaza shopping center located at 104 Franklin Street in Michigan City, Indiana 46360.

2.47 Dunes Plaza Receiver: The Anker Consulting Group, Inc., which is and has been acting as the receiver over the Dunes Plaza Property pursuant to an order entered by the Laporte County Superior Court in Indiana on or about July 19, 2010 in Cause No. 46D01-1007-MF-0168.

2.48 Dunes Plaza Sale Agreement: That certain Real Estate Sales Agreement by and between the Debtor, TCI, and Key Development Partners, LLC under which Key Development Partners, LLC will purchase the Dunes Plaza Property and the Dunes Plaza Additional Acreage Contribution owned by TCI for \$3.3 million.

2.49 Eagle Crest Loan: The loan originally made to Transcontinental Brewery, Inc. by Hometown Commercial Capital, LLC on or about October 13, 2006 in the original principal amount of \$2,450,000.00 which is evidenced by, *inter alia*: (i) a *Promissory Note* dated October 2006 in the original principal sum of \$2,450,000.00 executed by Transcontinental Brewery, Inc. and payable to Hometown Commercial Capital, LLC; and (ii) a *Deed of Trust and Security Agreement* by and between Transcontinental Brewery, Inc. and Hometown Commercial Capital, LLC dated October 13, 2006. The loan was later sold to BOA.

2.50 Eagle Crest Property: An office building and warehouse and approximately 12.07 acres of land located behind the office building located at 1925 Valley View Lane in Farmers Branch, Texas 75234.

2.51 Effective Date: The date upon which the Plan will become effective and upon which Distributions pursuant to the Plan shall commence, which date shall be the first Business Day of the month following the month in which the Confirmation Order becomes a Final Order.

2.52 Equity Security Holder: Warren Road Farm, Inc., the entity holding 100% of the Debtor's equity security interests as of the Petition Date.

2.53 Executory Contracts: Any and all unexpired leases or executory contracts to which the Debtor is a party and which are subject to Section 365 of the Bankruptcy Code.

2.54 Final Confirmation Order: The Confirmation Order once it becomes a Final Order.

2.55 Final Order: An order of the Bankruptcy Court or any other court of competent jurisdiction which has not been reversed, stayed, modified, amended, vacated, or otherwise altered and in respect of which all applicable time periods for filing an appeal or seeking review of such order shall have expired so that such order has become final in accordance with the Federal Bankruptcy Rules.

2.56 General Unsecured Claim means any Claim that is not secured by a valid and enforceable Lien against any Asset, but excluding always therefrom all: (a) Administrative Expenses; (b) Priority Claims; and (c) Secured Claims.

2.57 GP Trust: Wells Fargo Bank, N.A., as Indenture Trustee for the Grand Pacific Business Loan Trust 2005-1, the secured lender for the Bridgeview Plaza Property.

2.58 GP Trust Collateral shall refer to the Assets that secure the Bridgeview Plaza Loan.

2.59 Grand Pacific: Grand Pacific Finance Corp., the secured lender for the Dunes Plaza Property.

2.60 Grand Pacific Collateral shall refer to the Assets that secure the Dunes Plaza Loan.

2.61 Gross Revenues: Revenues generated from, *inter alia*,: (i) the Debtors' operation and/or leasing of the Properties; (ii) any other miscellaneous operating sources, (iii) interest received by the Debtor from the investment of its funds, (iv) security and other deposits which are forfeited to Debtor by the parties making such deposits, and (v) utility and other deposits which are refunded to Debtor. The term "Gross Revenues" shall not include: (i) insurance loss proceeds or payments; (ii) any award or other payment made by any governmental unit or authority in conjunction with the exercise or any right of eminent domain or condemnation; (iii) any proceeds from any sale, refinancing, exchange, or other disposition of the Properties; (iv) any payments made on account of any easements or access rights granted by the Debtor which are not material to the operation of the Property; or (v) any capital contributions made by TCI or any other entity pursuant to this Plan.

2.62 Initial WF Proposed Property Exchange: that certain exchange of 9.142 acres of the Windmill Farms Property with 3.337 acres owned by 130 Windmill Farms, LP as contemplated in the *Debtor's Motion to Exchange 9.142 Acres of EQK Bridgeview Plaza, Inc. Property with 3.337 Acres Owned by 130 Windmill Farms, LP Pursuant to 11 U.S.C. § 363* filed on March 22, 2011 in the Bankruptcy Case and which was approved by an order entered by the Court in the Bankruptcy Case on June 2, 2011.

2.63 Insider means any Person described in section 101(31) of the Bankruptcy Code.

2.64 Interests shall refer to any equity or ownership interest in the Debtor including all stock of any class in the Debtor.

2.65 Lien means any mortgage, lien, charge, security interest, encumbrance, or other security device of any kind affecting any Asset, including any right of offset asserted against any Asset.

2.66 Net Cash Flow: For any fiscal year (or portion thereof), the aggregate Gross Revenues of the Debtor, less: (i) operating expenses, including, without limitation, Accounting Expenses and other management and professional fees, incurred by the Debtor during such period; (ii) any amounts deposited by Debtor in any reserve or escrow account established for the payment of insurance, taxes, repairs, replacements, or other similar expenses to be incurred in connection with the operation, maintenance, repair, improvement, or ownership of the Property; (iii) tenant improvements and leasing commissions; and (iv) any interest paid to a Pre-Petition Lender pursuant to this Plan. For purposes of determining Net Cash Flow, Gross Revenues of the Debtor shall also be reduced by all expenditures of the Debtor for capital improvement to the

Properties. Net Cash Flow for any applicable period shall be determined and calculated using the cash accounting method.

2.67 Objection includes (a) an objection to the allowance of a Claim interposed by any party entitled to do so within the applicable period of limitation fixed by the Plan, the Bankruptcy Code, the Bankruptcy Rules, or the Bankruptcy Court, and (b) as to any Taxing Authority, shall include a proceeding commenced under section 505 of the Bankruptcy Code to determine the legality or amount of any tax.

2.68 Objection Deadline means such date, if any, after the Effective Date as may be fixed by the Bankruptcy Court for the filing of objections to Claims.

2.69 Person: An individual, corporation, corporation, association, joint stock company, joint venture, trust, unincorporated organization, governmental unit, agency, or other subdivision thereof, or any other entity.

2.70 Petition Date: October 4, 2010, the date upon which the Debtor filed its Voluntary Petition seeking relief under Chapter 11 of the Bankruptcy Code.

2.71 Plan: This Plan of Reorganization and all addenda, exhibits, schedules, and other attachments hereto, as amended, modified, restated, supplemented, or altered in whole or in part from time to time.

2.72 Pre-Petition Bridgeview Plaza Loan Documents: The *Loan Note* dated March 24, 2005 in the original principal sum of \$7,197,000.00 executed by the Debtor and payable to GP Trust and the *Mortgage, Security Agreement, and Fixture Financing Statement* by and between the Debtor and Grand Pacific dated March 24, 2005 that evidence the pre-petition loan made by GP Trust to the Debtor.

2.73 Pre-Petition Dunes Plaza Loan Documents: The *Loan Note* dated January 12, 2005 in the original principal sum of \$3,750,000.00 executed by South Cochran Corporation and payable to Grand Pacific and the *Mortgage, Security Agreement, Fixture Filing and Assignment of Leases and Rents* by and between South Cochran Corporation and Grand Pacific dated January 12, 2005 that evidence the pre-petition loan made by Grand Pacific to the Debtor.

2.74 Pre-Petition Eagle Crest Loan Documents: The *Promissory Note* dated October 2006 in the original principal sum of \$2,450,000.00 executed by Transcontinental Brewery, Inc. and payable to Hometown Commercial Capital, LLC and the *Deed of Trust and Security Agreement Security Agreement* by and between Transcontinental Brewery, Inc. and Hometown Commercial Capital, LLC dated October 13, 2006 that evidence the pre-petition loan originally made to Transcontinental Brewery, Inc. by Hometown Commercial Capital, LLC.

2.75 Pre-Petition Lenders: Collectively, the GP Trust, BOA, BB&T and Grand Pacific, the pre-petition secured lenders on the Debtor's Properties.

2.76 Pre-Petition Loan Documents: Collectively, the Pre-Petition Dunes Plaza Loan Documents, the Pre-Petition Bridgeview Plaza Loan Documents, the Pre-Petition Eagle Crest Loan Documents, and the Pre-Petition Windmill Farms Loan Documents.

2.77 Pre-Petition Windmill Farms Loan Documents: The *Promissory Note* dated November 17, 2006 in the original principal sum of \$43,806,786.00 executed by EQK Windmill Farms, LLC and payable to Colonial Bank, N.A. and the *Loan Agreement* dated November 17, 2006 by and between EQK Windmill Farms, LLC and Colonial Bank, N.A., as amended from time to time; and (iii) a *Deed of Trust* by and between EQK Windmill Farms, LLC and Colonial Bank, N.A. dated November 17, 2006, as it has been amended from time to time that evidence the pre-petition loan originally made to EQK Windmill Farms, LLC by Colonial Bank, N.A.

2.78 Priority Claim: Any Claim entitled to priority under Sections 507(a)(2) through (6) inclusive of the Bankruptcy Code.

2.79 Priority Tax Claim means a Claim of a governmental unit of the kind specified in subsection 507(a)(8) of the Bankruptcy Code.

2.80 Professional means those persons retained pursuant to an order of the Bankruptcy Court in accordance with sections 327 and 1103 of the Bankruptcy Code or who are entitled to compensation or reimbursement pursuant to sections 503(b)(3)(D) or 506(b) of the Bankruptcy Code.

2.81 Proof of Claim: A written claim or form filed with the Bankruptcy Court describing any Claim of any Creditor pursuant to Bankruptcy Rule 3003.

2.82 Properties: All of the Debtor's property interests including real property and any improvements constructed thereon, as described in Article I of this Plan.

2.83 Property of the Reorganized Debtor: All tangible and intangible property and assets of whatsoever kind and nature retained by Debtor after the Confirmation Date, including, without limitation, the Properties.

2.84 Property Manager: Regis Realty I, LLC d/b/a Regis Property Management LLC, whose principal offices are at 1800 Valley View Lane, Ste. 200, Dallas, Texas 75234, or any other person or entity selected by the Debtor or Reorganized Debtor to manage the Properties.

2.85 Pro Rata Share means, as the case may be, the proportion that the amount an Allowed Claim (not yet paid) bears to the aggregate amount of all Allowed Claims (not yet paid) with respect to any specific Class, including Contested Claims, but not including Disallowed Claims as calculated on the Initial Distribution Date or Subsequent Distribution Date, as applicable.

2.86 Reorganized Debtor: The entity which shall assume or retain ownership, title, and control of the Debtor's assets and property upon Confirmation and which will assume or retain the Debtor's liabilities as provided in this Plan.

2.87 Secured Claim: A Claim which is secured by a lien on any property or assets of the Debtor to the extent of the value of such property or assets.

2.88 Secured Creditor: A Creditor holding a Secured Claim that has been allowed.

2.89 Secured Tax Claim means any ad valorem tax Claim that arises or is deemed to have arisen on or before the Petition Date, irrespective of the date on which such Claim is assessed or due, to the extent such Claim constitutes a Secured Claim.

2.90 Schedules: The Schedules and Statement of Financial Affairs filed by the Debtor in this case, as the same may have been or may hereafter be amended, supplemented, modified, or restated in whole or in part.

2.91 Subordinated Entities: the term Subordinated Entities collectively refers to: (i) Prime Income Asset Management, Inc.; (ii) Regis Realty I, LLC d/b/a Regis Property Management; (iii) EQK Holdings, Inc.; and (iv) and IORI Operating, Inc.

2.92 Tax Claim shall refer to any Claim for or relating to any type or form of taxes, whether assessed by the United States of America, the IRS or any Taxing Authority, including without limitation property, ad valorem, excise, sales, fuel, income or franchise taxes, and whether the tax is assessed against the Debtor as a taxpayer or as a holder of trust fund taxes.

2.93 Taxing Authority: Any federal, state, or local governmental unit having jurisdiction as to Debtor or its property and authority to assess, levy, and collect taxes.

2.94 TCI: Transcontinental Realty Investors, Inc. or its designee.

2.95 Unsecured Creditor: A Creditor holding an Allowed Unsecured Claim for which there is no property or asset of the Debtor securing such Claim, but excluding any Priority Claim.

2.96 Windmill Farms Loan: The loan originally made to EQK Windmill Farms, LLC, a Nevada Corporation, by Colonial Bank, N.A. on or about November 17, 2006 in the original principal amount of \$43,806,786.00 (later purchased by BB&T) which is evidenced by, *inter alia*: (i) a *Promissory Note* dated November 17, 2006 in the *original principal sum of \$43,806,786.00* executed by EQK Windmill Farms, LLC and payable to Colonial Bank, N.A.; (ii) a *Loan Agreement* dated November 17, 2006 by and between EQK Windmill Farms, LLC and Colonial Bank, N.A., as amended from time to time; and (iii) a *Deed of Trust* by and between EQK Windmill Farms, LLC and Colonial Bank, N.A. dated November 17, 2006, as it has been amended from time to time.

2.97 Windmill Farms Property: Approximately 2,928.441 acres of undeveloped land in Kaufman County, Texas.

2.98 In addition to the foregoing definitions, any term defined in the Bankruptcy Code, including Section 101 thereof, shall have the same meaning whenever used in this Plan except to the extent any such defined term is otherwise defined in this Plan or the meaning thereof would contradict or be inconsistent with such term as used herein.

B. Interpretation. Unless otherwise specified, all section, article and exhibit references in this Plan are to the respective section in, article of, or exhibit to, the Plan as the same may be amended, waived, or modified from time to time. The headings in the Plan are for convenience and reference only and shall not limit or otherwise affect the provisions hereof. The rules of interpretation set forth in section 102 of the Bankruptcy Code shall apply to the Plan.

C. Other Terms. The words “herein,” “hereof,” “hereto,” “hereunder,” and others of similar import refer to the Plan as a whole and not to any particular section, subsection, or clause contained in the Plan. References herein to “after notice and hearing” or other similar language shall have the same meaning as in section 102(1) of the Bankruptcy Code. Otherwise, terms used herein that are not specifically defined herein shall have the meaning ascribed to that term, if any, in the Bankruptcy Code.

D. Exhibits and Plan Documents. All Exhibits to the Plan and all Plan Documents are incorporated into the Plan by this reference and are a part of the Plan as set forth in full herein. All Plan Documents shall be filed with the Clerk of the Bankruptcy Court not less than ten (10) days prior to the commencement of the Confirmation Hearing. Holders of Claims and Interests may obtain a copy of the Plan Documents, once filed, by a written request sent to the following address: Franklin Skierski Lovall Hayward LLP, 10501 N. Central Expy., Ste. 106, Dallas, Texas 75231, Attention: Melissa S. Hayward; Fax number (972) 755-7114; email: MHayward@FSLHlaw.com.

ARTICLE III. **Treatment of Administrative Expenses**

3.1. Administrative Expenses. All Administrative Expenses against the Debtor shall be treated as follows:

(a) Time for Filing Administrative Expenses. The holder of any Administrative Expense, including, but not limited to, any compensation sought by the Dunes Plaza Receiver or the Bridgeview Receiver pursuant to Section 543 of the Bankruptcy Code, but not including a Professional Fee Claim, a liability incurred and paid in the ordinary course of business by the Debtor, or an Administrative Expense previously Allowed by the Bankruptcy Court, must file with the Bankruptcy Court and serve on the Debtor or the Reorganized Debtor and its counsel an Application seeking the Allowance of such Administrative Expense within thirty (30) days after the Effective Date. Failure to timely and properly file an application as required herein shall result in the Administrative Expense being forever barred and discharged.

(b) Time for Filing Professional Fee Claims. Each Professional who holds or asserts a Professional Fee Claim for compensation for services rendered and reimbursement of expenses incurred prior to the Effective Date shall be required to file with the Bankruptcy Court and serve on all parties required to receive such notice, a Fee Application within sixty (60) days after the Effective Date. Professional fees and expenses to any Professional incurred on or after the Effective Date may be paid without necessity of application to or order by the Court.

(c) Allowance of Administrative Expenses. An Administrative Expense with respect to which application has been properly filed as provided herein shall become an Allowed Administrative Expense if no objection is filed within thirty (30) days after its filing and service. If an objection is filed within such thirty (30) day period, the Administrative Expense shall become an Allowed Administrative Expense only to the extent Allowed by a Final Order of the Bankruptcy Court. An Administrative Expense that is a Professional Fee Claim, and with

respect to which a Fee Application has been properly filed in accordance with this Plan, shall become an Allowed Administrative Expense only to the extent allowed by Final Order of the Bankruptcy Court.

(d) Payment of Allowed Administrative Expenses. Each holder of an Allowed Administrative Expense against the Debtor shall receive, at the Reorganized Debtor's option: (i) payment in full in Cash on account of such Allowed Administrative Expense on the later of the Effective Date or the date on which such Administrative Expense is Allowed; or (ii) the amount of such holder's Allowed Claim in accordance with the ordinary business terms of such expense or cost, or (iii) such other treatment as may be agreed to in writing by such Administrative Expense Creditor and the Reorganized Debtor or as ordered by the Bankruptcy Court. Notwithstanding anything herein to the contrary, the Reorganized Debtor is authorized to pay in the ordinary course any Administrative Expense representing a liability incurred in the ordinary course of business by the Debtor.

(e) Trustee's Fees. All outstanding quarterly trustee's fees pursuant to 28 U.S.C. §1930(a)(6) shall be paid by the Reorganized Debtor on the Effective Date and thereafter as the same may become due.

(f) Cure Claims. Cure Claims shall be treated in accordance with Article XIII hereof.

ARTICLE IV.

Classification of Claims and Interests

For purposes of this Plan, the Claims of Creditors and the Interests of Equity Security Holders are divided into the following Classes:

4.1 Non-Class 1 Claims: Administrative and Certain Allowed Priority Claims. Allowed Claims entitled to Administrative Expense Priority pursuant to Section 507(a)(2) of the Bankruptcy Code, including operating expenses incurred by the Debtor in the ordinary course of business after the Petition Date and before the Effective Date, and Allowed Priority Claims entitled to priority treatment pursuant to either Section 507(a)(3), which are treated as Non-Class 1 Claims, and Section 507(a)(8), which are treated as Class 7 Claims.

4.2 Class 2 Claim: Certain Allowed Priority Claims. Allowed Priority Claims entitled to priority treatment pursuant to Section 507(a)(4) through (a)(7), inclusive, and 507(a)(9) through (a)(10), inclusive

4.3 Class 3 Claim: Allowed Secured Claim of Grand Pacific. The Allowed Secured Claim of Grand Pacific secured by a first lien encumbering the Dunes Plaza Property. Such Allowed Secured Claim is to be determined by the value as of the Petition Date of the perfected collateral securing such Allowed Secured Claim, which value will be determined by agreement of the parties or by the Bankruptcy Court following a valuation proceeding in accordance with

the Bankruptcy Code. The Debtor maintains that the value of the Dunes Plaza Property, the perfected collateral securing such Allowed Secured Claim, is no less than \$3,125,000.00.

4.4 Class 4 Claim: Allowed Secured Claim of the GP Trust. The Allowed Secured Claim of the GP Trust secured by a first lien encumbering the Bridgeview Plaza Property. Such Allowed Secured Claim is to be determined by the value as of the Petition Date of the perfected collateral securing such Allowed Secured Claim, which value will be determined by agreement of the parties or by the Bankruptcy Court following a valuation proceeding in accordance with the Bankruptcy Code. The Debtor maintains that the value of the Bridgeview Plaza Property, the perfected collateral securing such Allowed Secured Claim, is no less than \$8,050,000.00.

4.5 Class 5 Claim: Allowed Secured Claim of BOA. The Allowed Claim of BOA secured by a first lien encumbering the Eagle Crest Property. Such Allowed Secured Claim is to be determined by the value as of the Petition Date of the perfected collateral securing such Allowed Secured Claim, which value will be determined by agreement of the parties or by the Bankruptcy Court following a valuation proceeding in accordance with the Bankruptcy Code. The Debtor maintains that the value of the Eagle Crest Property, the perfected collateral securing such Allowed Secured Claim, is no less than \$2,195,000.00.

4.6 Class 6 Claim: Allowed Secured Claim of BB&T. The Allowed Secured Claim of BB&T secured by a first lien encumbering the Windmill Farms Property. Such Allowed Secured Claim is to be determined by the value as of the Petition Date of the perfected collateral securing such Allowed Secured Claim, which value will be determined by agreement of the parties or by the Bankruptcy Court following a valuation proceeding in accordance with the Bankruptcy Code. The Debtor maintains that the value of the Windmill Farms Property, the perfected collateral securing such Allowed Secured Claim, is no less than \$59,955,000.00.

4.7 Class 7 Claims: Allowed Secured Claim of Taxing Authorities. Allowed Secured Claims in favor of Taxing Authorities.

4.8 Class 8 Claims: Allowed General Unsecured Claims. All Allowed Unsecured Claims which are not entitled to priority, including the Deficiency Claims of any Claimant in Class 2 through 6, inclusive.

4.9 Class 9 Claims: Subordinated Claims: The Allowed Claims of the Subordinated Entities.

4.10 Class 10 Claims: Interests: The Allowed Interests of the Equity Security Holders.

ARTICLE V.

Impairment of Classes

Classes 2, 3, 4, 5, 6, 7, 8, 9, and 10 are impaired by the Plan, as such impairment is determined and defined in Section 1124 of the Bankruptcy Code. Non-Class 1 is not a true Class and shall not vote on the Plan. Class 10, which shall not receive any Distribution or property on account of its Interests, shall not be entitled to vote on the Plan and shall be presumed to vote against the Plan.

ARTICLE VI.
Provisions for Satisfaction of Claims

Upon the Effective Date, the holders of Claims or Interests in the Classes of Creditors and the Equity Security Holder established by this Plan shall receive the following treatment in full satisfaction of such Claims or Interests:

6.1 Non-Class 1 Claims: Administrative Expense and Certain Priority Claims. Allowed Claims entitled to Administrative Expense treatment shall be paid as provided in Article III hereof. Allowed Tax Claims entitled to priority treatment pursuant to Section 507(a)(8) shall be treated as Class 3 Claims.

All outstanding quarterly trustee's fees pursuant to 28 U.S.C. §1930(a)(6) shall be paid by the Reorganized Debtor on the Effective Date and thereafter as the same may become due.

Non-Class 1 Claimants are not a true Class and shall not be entitled to vote on the Plan.

6.2 Class 2: Certain Priority Claims. Allowed Priority Claims entitled to priority treatment pursuant to Section 507(a)(4) through (a)(7), inclusive, and 507(a)(9) through (a)(10), inclusive shall receive, at the Reorganized Debtor's option: (i) payment in full in cash on account of such Priority Claim without interest in twelve equal monthly payments, the first payment of which will be due and payable on the fifth Business Day of the first month that is more than 30 days after the Effective Date and on the fifth Business Day of each respective month thereafter; or (ii) the amount of such holder's Allowed Claim in accordance with the ordinary business terms of such expense or cost, or (iii) such other treatment as may be agreed to in writing by such priority Creditor and the Reorganized Debtor or as ordered by the Bankruptcy Court. Allowed Tax Claims entitled to priority pursuant to Section 507(a)(8) shall be treated as Class 3 Claims.

Class 2 Claimants are impaired and shall be entitled to vote on the Plan.

6.3 Class 3: Allowed Secured Claim of Grand Pacific. The Allowed Secured Claim of Grand Pacific shall be treated pursuant to one of the following three options, each of which provide for the satisfaction of the Allowed Secured Claim of Grand Pacific in full within five years of the Effective Date by either the refinancing of the remaining unpaid portion of Grand Pacific's Allowed Secured Claim or through sales or other transfers of the Dunes Plaza Property, as set forth below:

Class 3 Claimant Option 1: If the Class 3 Claimant Option 1 is selected by Grand Pacific, within thirty days of the Effective Date, the Debtor will: (i) turnover to Grand Pacific any funds turned over to the Debtor by the Dunes Plaza Receiver in accordance with Article VIII of this Plan, less any Post-Petition operating expenses associated with the Dunes Plaza Property that are unpaid as of such date, which shall be treated and paid by the Debtor as Allowed Claims entitled to Administrative Expense Priority; and (ii) deed the Dunes Plaza Property to Grand Pacific and TCI will deed the Dunes Plaza Additional Acreage Contribution to

Grand Pacific in full satisfaction of Grand Pacific's Allowed Secured and Unsecured Claim, and Grand Pacific shall assume and satisfy any Allowed Claim of any Taxing Authority with respect to the Dunes Plaza Property.

Class 3 Claimant Option 2: If the Class 3 Claimant Option 2 is elected by Grand Pacific, the Dunes Plaza Property will be sold together with the Dunes Plaza Additional Acreage Contribution to Key Development Partners LLC under the terms of the Dunes Plaza Sale Agreement, as it may be modified or amended, and the following amounts will be paid to Grand Pacific in full satisfaction of Grand Pacific's Allowed Claim: (i) the Adjusted Purchase Price from the sale of the Dunes Plaza Property and the Dunes Plaza Additional Acreage Contribution, less any outstanding Allowed Secured and/or Priority Claims of any Taxing Authority with respect to the Dunes Plaza Property, which Claims shall first be paid from proceeds of such sales; (ii) any funds currently held by the Debtor in its Debtor-in-Possession bank account established with respect to the Dunes Plaza Property, which amount equals approximately \$105,000.00; (iii) any funds currently held by the Dunes Plaza Receiver, less any outstanding operating expenses associated with the Dunes Plaza Property, which amount is believed to equal at least \$300,000.00. In addition to the above, Grand Pacific shall be entitled to an Allowed deficiency claim, which will be included and treated as a Class 9 general unsecured claim under the Plan, in an amount equal to the difference between \$3.3 million and the sum of the above-described amounts received by Grand Pacific. To be clear, under the Class 3 Claimant Option 2, Grand Pacific will receive total consideration in the amount of \$3.3 million in full and complete satisfaction of any and all Claims that Grand Pacific has or may have with respect to the Dunes Plaza Property and/or the Dunes Plaza Loan Documents, including any claim against any guarantors.

Class 3 Claimant Option 3: To the extent that Grand Pacific does not elect to be treated under either the Class 3 Claimant Option 1 or the Class 3 Claimant Option 2, then the Allowed Secured Claim of Grand Pacific shall be treated pursuant to this Class 3 Claimant Option 3 as follows: The Allowed Secured Claim of Grand Pacific shall be paid in full by the refinancing of the remaining unpaid portion of Grand Pacific's Allowed Secured Claim within five years of the Effective Date. Until such time as the remaining unpaid portion of Grand Pacific's Allowed Secured Claim is refinanced, which shall occur by no later than sixty (60) months from the Effective Date, interest upon Grand Pacific's Allowed Secured Claim shall accrue at the current contract rate of 5.25% per annum. Such monthly interest will be paid to Grand Pacific only to the extent that: (i) any Revenue derived from the operation and/or leasing of the Dunes Plaza Property exists in any given month after payment of all of the operating expenses associated with the Dunes Plaza Property for such month, including taxes, insurance, tenant improvement costs, leasing commissions, and necessary repairs and/or capital expenditures, as determined in the Debtor's sole discretion (the "Net Dunes Plaza Monthly Revenue"); and (ii) monthly accrued interest remains unpaid. The first

monthly payment of interest, if any, will be due and payable by the fifth Business Day of the first month that is more than 30 days after the Effective Date and will be calculated based upon the Net Dunes Plaza Monthly Revenue for the previous month, and thereafter, monthly payments of interest, if any, shall be due and payable by the fifth Business Day of the subsequent month.

The Allowed Secured Claim of Grand Pacific will be determined by the value of Grand Pacific's interest in the Debtor's interest in the perfected Collateral securing such Allowed Claim, which value will be determined by agreement of the parties or by the Bankruptcy Court following a valuation proceeding in accordance with the Bankruptcy Code. The Debtor believes that the Dunes Plaza Property is worth \$3,125,000.00 based upon the offer that the Debtor recently received to purchase the Dunes Plaza Property as memorialized in the Dunes Plaza Sale Agreement.⁴ As such, and because the respective taxing authorities hold a higher priority lien on the Dunes Plaza Property, the Debtor believes that Grand Pacific's Allowed Secured Claim will be an amount equal to the difference between the value of the Dunes Plaza Property less the Debtor's estimate of the outstanding property taxes owed with respect to the Dunes Plaza Property, or approximately \$2,565,000. The Debtor therefore believes that Grand Pacific's claim is undersecured and that Grand Pacific will have a deficiency claim against the Debtor's Estate, which amount will be included and treated as a Class 9 general unsecured claim under the Plan.

The Allowed Secured Claim of Grand Pacific will continue to be secured by any perfected liens and security interests until such time as the Allowed Secured Claim of Grand Pacific is satisfied in full in accordance with the provisions of this Plan. The Reorganized Debtor will make periodic payments following the Effective Date to fund a tax reserve and insurance reserve as provided in Article 10.9 of this Plan. Grand Pacific shall, upon payment and satisfaction of the Allowed Secured Claim of Grand Pacific, execute releases of any remaining encumbrances upon the Dunes Plaza Property in a form satisfactory to the Reorganized Debtor and shall deliver same to the Reorganized Debtor or its designee. Nothing herein shall prohibit the Debtor or the Reorganized Debtor from refinancing or selling the Dunes Plaza Property at any time provided that the remaining unpaid portion of the Allowed Secured Claim of Grand Pacific shall be paid in full. Class 2 Claims are impaired under the Plan.

6.4 Class 4 Claim-Allowed Secured Claim of the GP Trust. The Allowed Secured Claim of the GP Trust shall be paid in full within five years of the Effective Date by either the refinancing of the remaining unpaid portion of the Allowed Secured Claim of the GP Trust or the sale of the Bridgeview Plaza Property. Until such time as the remaining unpaid portion of the Allowed Secured Claim of the GP Trust is refinanced or otherwise satisfied, which shall occur by no later than sixty (60) months from the Effective Date, the Reorganized Debtor shall make monthly payments to the GP Trust comprised of interest only at the current contract rate of 4.75% per annum. The first monthly payment of interest will be due and payable on the fifth

⁴ The Debtor has received an offer to purchase the Dunes Plaza Property and an adjacent 14 acre tract owned by TCI for \$3.3 million, as memorialized in the Dunes Plaza Sale Agreement. According to a December 18, 2010 appraisal of the 14 acre tract obtained by Grand Pacific, such tract is worth \$175,000.00, and the Debtor thus derives the \$3,125,000.00 value of the Dunes Plaza Property by deducting the portion allocable to the 14 acre tract from the \$3.3 million purchase offer.

Business Day of the first month that is more than 30 days after the Effective Date and on the fifth Business Day of each respective month thereafter.

The Allowed Secured Claim of the GP Trust will be determined by the value of the GP Trust's interest in the Debtor's interest in the perfected collateral securing such Allowed Claim, which value will be determined by agreement of the parties or by the Bankruptcy Court following a valuation proceeding in accordance with the Bankruptcy Code. The Debtor maintains that the value of the perfected collateral is no less than \$8,050,000 based upon a 2010 appraisal of the Bridgeview Plaza Property and that the GP Trust's Claim is fully secured.

Any perfected liens or security interests securing the Allowed Secured Claim of the GP Trust will be preserved and continued.

The Reorganized Debtor will make periodic payments following the Effective Date to fund a tax reserve and insurance reserve as provided in Article 10.9 of this Plan.

The GP Trust shall, upon payment and satisfaction of the Allowed Secured Claim of the GP Trust, execute releases of any remaining encumbrances upon the Property in a form satisfactory to the Reorganized Debtor and shall deliver same to the Reorganized Debtor or its designee. Nothing herein shall prohibit the Debtor or the Reorganized Debtor from refinancing or otherwise disposing of the Property at any time, provided that the remaining unpaid portion of the Allowed Secured Claim of the GP Trust shall be paid in full at such time.

The Class 4 Claim is impaired under the Plan.

6.5 Class 5 Claim: Allowed Secured Claim of BOA. The Allowed Secured Claim of BOA shall be satisfied in full through BOA's foreclosure of the Eagle Crest Property, which foreclosure is expected to occur in July, 2011. During a proceeding in the Bankruptcy Case, the Court determined that the Eagle Crest Property is worth \$2,195,000.00. As such, the Debtor believes that BOA is undersecured and that BOA will have a deficiency claim against the Debtor's Estate, which amount will be included and treated as a Class 9 general unsecured claim under the Plan.

The Class 5 Claim is impaired under the Plan.

6.6 Class 6 Claim: Allowed Secured Claim of BB&T: The Allowed Secured Claim of BB&T shall be paid in full by the refinancing of the remaining unpaid portion of BB&T's Allowed Secured Claim through sales of the Windmill Farms Property, or through a combination of the above as set forth below.

The Debtor shall have three years from the Effective Date of the Debtor's plan of reorganization to satisfy the Allowed Secured Claim of BB&T. Notwithstanding, the Debtor shall have the option to extend the three year term by up to an additional two years, provided that the Allowed Secured Claim of BB&T is paid down by no less than 10% for the fourth year extension and an additional 10% for the fifth year extension, which pay-downs may be made through land sales.

As soon as practical after the Effective Date, the Reorganized Debtor will: (a) seek through its own business contacts, any contacts of BB&T, and any contacts of any broker retained

to assist with the sale of the Windmill Farms Property to find an equity partner to: (i) provide debt service and working capital; and (ii) assist in the completion of added infrastructure and lot sales; and (b) seek to market large tracts of the Windmill Farms Property, under the direction of a third party real estate broker in accordance with Article IX of the Plan, to homebuilders for subdivision development.

The Plan contemplates that, with BB&T's approval, the Debtor will complete the land exchanges and sales described in Section IV(D)(4) of the Disclosure Statement.

With regard to any sales of tracts comprising the Windmill Farms Property, any of which will be subject to the review and approval of BB&T, which approval shall not be unreasonably withheld, all net proceeds up to the greater of 70% of such net proceeds or \$22,000 per acre from sales of tracts comprising the Windmill Farms Property will be applied to the Allowed Secured Claim of BB&T. Any remaining proceeds will be distributed to creditors in accordance with Article IX of the Plan.

Interest on BB&T's Allowed Secured Claim will accrue at a rate of 5.00% per annum and will be paid by the Debtor through funds to be contributed by TCI in the following fashion: (i) for the first twelve (12) months following the Effective Date, interest shall be paid monthly to BB&T at a rate of 3.25% per annum; (ii) for months thirteen (13) through twenty four (24) following the Effective Date, interest shall be paid monthly to BB&T at a rate of 4% per annum; (iii) for months twenty five (25) through thirty six (36) following the Effective Date, interest shall be paid monthly to BB&T at a rate of 5.0% per annum; and (iv) to the extent that the term is extended for up to an additional two years, for months thirty seven (37) through sixty (60) following the Effective Date, interest shall be paid monthly to BB&T at a rate of 5.00% per annum. The first monthly interest payment will be due and payable on the fifth Business Day of the first month that is more than 30 days after the Effective Date and on the fifth Business Day of each respective month thereafter.

TCI will provide a commitment to fund amounts due to BB&T under the Plan with respect to the Windmill Farms Property through a commitment letter. Additionally, within five business days of the Effective Date, TCI will deposit \$528,250 into an interest reserve account at BB&T to fund interest payments due to BB&T for the first six months of the Plan. During the first six months of the Plan, TCI shall deposit an additional \$20,833 per month into the subject reserve, and at the end of six months, TCI shall deposit an additional \$125,000 in the subject BB&T interest reserve account such that the balance in the reserve account totals \$250,000. Thereafter, TCI will maintain a reserve balance of \$250,000 in the subject reserve account until the final month of the Plan.

The Debtor believes that the Windmill Farms Property is worth \$59,955,000.00 based upon a 2009 appraisal and that, as such, BB&T's claim is fully secured.

The Allowed Secured Claim of BB&T will continue to be secured by a first lien and security interest encumbering the Windmill Farms Property, and the Reorganized Debtor will make periodic payments following the Effective Date to fund a tax reserve and insurance reserve as provided in Article 10.9 through funds to be contributed by TCI under the Plan. Any perfected liens or security interests securing the Allowed Secured Claim of BB&T will be

preserved and continued. BB&T shall, upon payment and satisfaction of the Allowed Secured Claim of BB&T, execute releases of any remaining encumbrances upon the Windmill Farms Property in a form satisfactory to the Reorganized Debtor and shall deliver same to the Reorganized Debtor or its designee. Nothing herein shall prohibit the Debtor or the Reorganized Debtor from refinancing or selling the Windmill Farms Property at any time provided that the remaining unpaid portion of the Allowed Secured Claim of BB&T shall be paid in full at such time. In any event, if the Windmill Farms Property is not sold, the Reorganized Debtor will refinance these properties in not more than sixty (60) months following the Effective Date.

The Class 6 Claim is impaired under the Plan.

6.7 Class 7 Claims: Allowed Secured Claims of Taxing Authorities. Except to the extent that the holder of a Secured Tax Claim agrees to different treatment, the Allowed Secured Claim of all Taxing Authorities shall be paid in accordance with 11 U.S.C. § 1129(a)(9)(c) with quarterly deferred cash payments including applicable interest over a period not exceeding five years from the Petition Date of a value, as of the Effective Date, equal to the Allowed Secured Claim of the respective Taxing Authority, with the first payment due and payable on the fifth Business Day of the first month that is more than 30 days after the Effective Date.

All Tax Claims shall remain subject to section 505 of the Bankruptcy Code. The Reorganized Debtor shall retain the right to a determination of the amount or legality of any tax pursuant to section 505 of the Bankruptcy Code as to any Tax Claim. The Reorganized Debtor may seek relief pursuant to section 505 of the Bankruptcy Code as a part of, and in conjunction with, any objection to any Tax Claim.

With respect to Allowed Secured Tax Claims, the interest rate paid upon such Claims shall be the rate of interest determined under applicable nonbankruptcy law.

Post-petition property taxes due with respect to a particular Property will be accrued as part of such Property's monthly operating expenses in a separate tax escrow account for such Property held by the Reorganized Debtor and will be paid when such taxes become due and payable under the laws of the applicable taxing jurisdiction. Post-petition property taxes owed with respect to a particular Property may be paid from funds held within the Debtor's current tax escrow account for such Property, any tax escrow account held by a Lender with respect to such Property, which shall be turned over to the Reorganized Debtor within five days of the Effective Date, and any future tax escrow accounts established by the Reorganized Debtor post-confirmation with respect to such Property. To the extent that any funds remain after the payment of such taxes in either the Debtor's current tax escrow accounts, any tax escrow account held by a Lender, or any future tax escrow accounts established by the Reorganized Debtor post-confirmation, such remaining funds shall be used by the Reorganized Debtor to fund operations and make payments to creditors under the Plan.

Class 7 Claims are impaired by the Plan.

6.8 Class 8 Claims: General Unsecured Claims. Allowed Class 8 General Unsecured Claims of Creditors shall receive pro-rata distributions from the proceeds from any sale of Property after payment of all Secured Claims holding a Lien in such Property as provided in

Article IX of the Plan. Class 8 Claims will be satisfied in full, without interest, through such sales of Property within five years from the Effective Date.

Class 8 Claims are impaired by the Plan.

6.9 Class 9 Claims: Subordinated Claims of the Subordinated Entities. The Class 9 Claims of the Subordinated Entities shall be subordinated to the Allowed Claims of Creditors in Classes 1 through 8 and will receive distribution under this Plan only after all Class 8 Claims are fully satisfied. In the event that Class 8 Claims are fully satisfied, and unless Class 9 Claimants agree to different treatment, Class 9 Claims will receive pro-rata distributions from the proceeds from any sale of Property after payment of all Secured Claims holding a Lien in such Property as provided in Article IX of the Plan. Class 9 Claims may or may not receive distributions under the Plan.

Class 9 Claims are impaired by the Plan.

6.10 Class 10 Claims: Interests: The Class 10 Allowed Interests of the Equity Security Holders shall be cancelled and terminated on the Effective Date.

Class 10 interests are impaired by the Plan.

ARTICLE VII.

Acceptance or Rejection of this Plan

7.1 Classes Entitled to Vote. Each impaired Class of Claims that will receive or retain property or any interest in property under this Plan shall be entitled to vote to accept or reject this Plan as provided in the Disclosure Statement Order or any other Order.

7.2 Acceptance by Impaired Classes of Claims. An impaired Class of Claims shall have accepted this Plan if (a) the holders (other than any holder designated under Bankruptcy Code § 1126(e)) of at least two-thirds in dollar amount of the Allowed Claims actually voting in such Class have voted to accept this Plan and (ii) the holders (other than any holder designated under Bankruptcy Code § 1126(e)) of more than one-half in number of the Allowed Claims actually voting in such Class have voted to accept this Plan.

7.3 Cramdown. If each impaired Class of Claims does not accept this Plan, the Debtor requests Confirmation of this Plan under Bankruptcy Code § 1129(b). The Debtor reserves the right to modify this Plan to the extent, if any, that Confirmation pursuant to Bankruptcy Code § 1129(b) requires modification or for any other reason in its discretion.

ARTICLE VIII.

Treatment of Receivers.

On the Confirmation Date, the Debtor shall immediately regain control of the Dunes Plaza Property, and the Dunes Plaza Receiver shall be released from any and all of its duties with regard to the Dunes Plaza Property. Within five days of the Confirmation Date, the Dunes Plaza

Receiver shall: (i) turnover to the Debtor any and all of the Debtor's Property held by or transferred to the Dunes Plaza Receiver and any proceeds, offspring, rents, and/or profits of such Property that are in the Dunes Plaza Receiver's custody or control on the Confirmation Date; and (ii) provide the Debtor with a written accounting detailing any and all of the Debtor's Property or proceeds, product, offspring, rents, or profits of such Property that at any time came into the possession, custody, or control of the Dunes Plaza Receiver. On and after the Confirmation Date, the Property Manager shall manage the Dunes Plaza Property in accordance with any pre-petition management agreement with respect to the Dunes Plaza Property.

To the extent that the Dunes Plaza Receiver and/or the Bridgeview Plaza Receiver seek payment of reasonable compensation from the Debtor in accordance with Section 543(c)(2), the Dunes Plaza Receiver and/or the Bridgeview Plaza Receiver shall file an application with the Bankruptcy Court pursuant to Article 3.1 of the Plan.

ARTICLE IX.

Marketing of Properties, Distribution of Positive Cash Flow and Proceeds Upon Sale of Property

The Debtor believes that it possesses certain very valuable and strategically located real estate parcels, and with respect to the Windmill Farms Property, such values exceed the amount of the Allowed Secured Claim of BB&T and Unsecured Claims in these cases. However, given the current economic conditions in the real estate and financing markets, the Debtor believes that it may take up to 60 months for the Debtor to realize those values for the benefit of all of its Creditors. Following Confirmation, the Debtor intends to pursue aggressive sales and marketing efforts to sell and dispose of the Windmill Farms Property at sales prices that will pay and satisfy in full all Allowed Secured attributable to the Windmill Farms Property and all Class 9 Unsecured Claims. The contemplated marketing and sales program will include the following actions that the Debtor intends to implement immediately upon Confirmation if not beforehand:

(A) Identifying and engaging a highly qualified, experienced independent real estate broker to promote and market the Windmill Farms Property;

(B) Establishing an appropriate "target" sales price for tracts of the Windmill Farms Property after consultation with the independent broker and BB&T;

(C) Development of a sales and marketing plan, including the establishment of a marketing website, billboard(s), and appropriate marketing brochures and "due diligence" packages for prospective purchasers;

(D) Semi-monthly monitoring of sales efforts and providing monthly status reports to BB&T; and

(E) Conducting periodic meeting or telephone conferences with representatives of BB&T regarding the status and results of the broker's sales and marketing efforts.

In addition to its attempts to sell the Windmill Farms Property, the Debtor may seek to sell certain or all of its other Properties, which, in such event, will also be marketed per the above terms.

In the event of a sale of a particular Property within the five year period following the Effective Date, the proceeds comprising the Adjusted Purchase Price shall first be used to pay in full any Allowed Secured Claim for which such Property serves as Collateral, including the Allowed Secured Claims of the respective Lender and any Taxing Authority holding a Lien in such Property. Upon the full satisfaction of any Allowed Secured Claims holding a Lien in such Property, any remaining proceeds shall be distributed to Class 9 Claimants until Allowed Claims within Class 9 are paid in full, without interest. To the extent that all Claims in Class 9 are satisfied, Class 10 shall receive such proceeds until such time as Allowed Class 10 claims are paid in full, without interest.

With respect to the cash flow from the operation and/or leasing of a particular Property, up to half of such excess cash flow, after the payment of all operating expenses, leasing commissions, and interest payments, may be retained by the Reorganized Debtor for leasing commissions, tenant improvement costs, and repairs/capital improvements related to such Property, in the sole discretion of the Reorganized Debtor. Any remaining excess cash flow from the operation and/or leasing of the respective Property, after the payment of all operating expenses, leasing commissions, and interest payments, may be used by the Reorganized Debtor to fund any of the Reorganized Debtor's operations, including interest, taxes and insurance, and to make payments to Creditors in accordance with the Plan, in the sole discretion of the Reorganized Debtor.

ARTICLE X.

Means of Implementation

10.1 Conditions Precedent to the Effective Date. Each of the following events shall occur on or before the Effective Date; provided, however, the Debtor may waive in writing any of the following event, in the Debtor's sole and absolute discretion, whereupon the Effective Date shall occur without further action by any Person:

- a. the Confirmation Order, in a form and substance reasonably acceptable to the Debtor, shall have been entered by the Bankruptcy Court and shall not be subject to a stay and shall include one or more findings that (i) this Plan is confirmed with respect to the Debtor, (ii) the Debtor has acted in good faith and in compliance with the applicable provisions of the Bankruptcy Code as set forth in Bankruptcy Code § 1125(e), and (iii) the Debtor is authorized to take all actions and consummate all transactions contemplated under this Plan;
- b. the Bankruptcy Court shall have approved the termination and extinguishment of the equity Interests in the Debtor and the equity interests of the Reorganized Debtor have been issued to TCI; and

c. the Bankruptcy Court shall have determined that the Reorganized Debtor is or will be duly authorized to take the actions contemplated in the Plan and the Plan Documents, which approval and authorization may be set forth in the Confirmation Order.

10.2 Securities Laws. It is an integral and essential element of this Plan that the offer and issuance of equity interests of the Reorganized Debtor and the treatment of Creditors pursuant to this Plan, to the extent such interests and treatment constitute securities under the 1933 Act, shall be exempt from registration under the 1933 Act and any state or local law, pursuant to Bankruptcy Code § 1145 or other applicable exemptions, without limitation. The Confirmation Order shall include a finding and conclusion, binding upon all parties to the Case, the Debtor, the Reorganized Debtor, the U.S. Securities and Exchange Commission and all other federal, state and local regulatory enforcement agencies, to the effect that such offer and issuance, to the extent such equity interests of the Reorganized Debtor and treatment of Creditors constitute securities under the 1933 Act, fall within the exemption from registration under the 1933 Act and any state or local law pursuant to Bankruptcy Code § 1145.

10.3 Funding of Plan. The Reorganized Debtor will use Net Cash Flow from the Properties, funds on deposit in its debtor-in-possession accounts, including, but not limited to, funds within any tax escrow accounts, funds received from TCI, sale proceeds from sales of the Properties, and any additional monies obtained by the Debtor to fund the distributions required under the Plan. Additionally, creditors and equity security holders are urged to read Article VI of this Plan, as well as the Debtor's Disclosure Statement, for a more detailed description of the Plan and the funding obligations of TCI. Notwithstanding, as a general summary, TCI will advance sufficient funds to the Debtor to enable the Debtor to make pay all administrative costs, expenses, priority claims, and other amounts necessary and required to effectuate and implement the Plan and will create and deposit into a restricted, segregated special-purpose account \$200,000.00 to secure its commitment to fund the initial plan payments, which amount is to be deposited into an account held by the Debtor and/or the Reorganized Debtor within five days of the Effective Date. TCI will also advance sufficient funds to the Debtor and/or BB&T throughout the term of the Plan and in accordance with Article 6.6 of the Plan to enable the Debtor to pay timely all expenses associated with the Windmill Farms Property and all amounts required to pay the Class 6 Allowed Secured Claim of BB&T arising after the Confirmation Date, including, without limitation, payment of all interest payments to BB&T, post-petition real property taxes, and operating and maintenance expenses incurred with respect to the Windmill Farms Property.

10.4 Distribution Agent. The Distribution Agent shall place all funds provided by TCI or its designee for making Plan payments into the Distribution Account and is authorized, provided there are sufficient funds available in said account, to make Distributions from the Distribution Account. The Distribution Agent will serve until all Distributions required under the Plan have been made, whereupon the Distribution Account will be closed, and no further actions are required to consummate the Plan. All documents, writings, authorizations or matters requiring the consent of, execution by, or signature of the Debtor or Reorganized Debtor (as applicable) may be consented to, executed by, or signed by the Distribution Agent, whose

signature, execution, or consent is hereby deemed authorized, enforceable and binding without further order of the Court. A certified copy of the Confirmation Order may be filed in any deed record, government or public record keeping place as authentication of the signature and authority of the Distribution Agent to consent to, execute, or sign any writing or document of the Debtor and Reorganized Debtor (as applicable) herein.

10.5 Vesting of Assets. As of the Effective Date, all Assets shall be transferred to, and vested in, the Reorganized Debtor free and clear of all Liens and Claims and all rights, title and interests, except as expressly set forth in this Plan.

10.6 Amendments to Corporate Documents. As of the Effective Date, the organizational corporate documents of the Debtor and Reorganized Debtor may be amended and revised to the extent necessary to reflect the transactions contemplated by this Plan, including the cancellation of the equity security interests of the Equity Security Holder and the issuance of 100% of the capital stock of the Reorganized Debtor to TCI or its designee in exchange for the contributions to be made by TCI herein.

10.7 Assumption of Allowed Claims. The Reorganized Debtor hereby assumes the liability for and obligation to perform and make all distributions or payments on account of all Allowed Claims in the manner provided in this Plan.

10.8 Attorneys' Fees and Costs. To the extent any holder of a Secured Claim asserts a right to attorneys' fees and costs pursuant to section 506(b) of the Bankruptcy Code, unless otherwise agreed between the Debtor or Reorganized Debtor and such Secured Creditor, the allowance of such fees and expenses shall be handled as set forth in this paragraph. Within twenty (20) days after the Effective Date, the Secured Creditor shall file an application with the Bankruptcy Court for allowance of such fees and expenses. Such application will follow the same rules and guidelines as a fee application for a Professional seeking compensation from the Debtor, including the U.S. Trustee's Guidelines for Reviewing Applications for Compensation and Reimbursement of Expenses. Within twenty (20) days after such application is filed, the Reorganized Debtor may file any objections thereto, and the Secured Creditor shall file any response within twelve (12) days thereafter. If the Secured Creditor and the Reorganized Debtor are unable to reach agreement, the matter shall then be submitted to the Bankruptcy Court for determination on no less than twenty (20) days notice of the hearing.

10.9 Post-Petition Taxes and Insurance and Turnover of Escrow Funds held by a Lender. Funds for payment of post-petition property taxes and insurance will be held by the Reorganized Debtor and deposited as part of each respective Property's monthly operating expenses into a separate escrow account for the respective Property and will be paid when such taxes and/or insurance become due and payable under the laws of the applicable taxing jurisdiction. Post-petition property taxes owed with respect to a particular Property may be paid from funds held within the Debtor's current tax escrow account for such Property, any tax escrow account held by a Lender with respect to such Property, and any future tax escrow accounts established by the Reorganized Debtor post-confirmation with respect to such Property. To the extent that any funds remain in either the Debtor's current tax escrow accounts, any tax escrow account held by a Lender, or any future tax escrow accounts established by the

Reorganized Debtor post-confirmation, such remaining funds shall be used by the Reorganized Debtor to fund operations and make payments to creditors under the Plan. Any tax escrow account held by a Lender with respect to a Property shall be turned over to the Reorganized Debtor within five days of the Effective Date.

10.10 Disputed Claims or Interests. Notwithstanding any other provision of this Plan, any Claim or Interest which is disputed, unliquidated, or contingent as of any date on which a Distribution is to be made shall not participate in or otherwise receive any such Distribution until a Final Order has been entered allowing such Claim or Interest.

ARTICLE XI.

Retention, Enforcement, Settlement or Adjustment of Claims

11.1 Time for Filing Claims. All claimants (except for Creditors whose Claims are included in Non-Class 1 or whose Claims were scheduled as undisputed, liquidated, and noncontingent in the Schedules) shall be required to file a Proof of Claim prior to the Bar Date in order to participate in any Distribution made under this Plan or to have such Claim allowed by the Bankruptcy Court. Any Claim asserted pursuant to Section 507(a)(1), other than Claims made pursuant to Section 330 of the Bankruptcy Code, shall be filed within ten (10) days prior to the first date scheduled by the Bankruptcy Court for commencement of the hearing to be held on the Confirmation of the Plan.

11.2 Objection Deadline. All objections to Claims shall be served and filed by the Objection Deadline, if one is set by the Bankruptcy Court, although nothing contained herein shall require the fixing of an Objection Deadline; provided, however, the Objection Deadline shall not apply to Claims which are not reflected in the claims register. If an Objection Deadline is fixed, it may be extended one or more times by the Bankruptcy Court pursuant to a motion filed on or before the then applicable Objection Deadline. Any Contested Claims may be litigated to Final Order.

11.3 Distributions on Account of Contested Claims. No distribution shall be made on account of a Contested Claim until Allowed. Until such time as a contingent Claim becomes fixed and absolute by a Final Order allowing such Claim, such Claim shall be treated as a Contested Claim for purposes of estimates, allocations, and distributions under the Plan. Any contingent right to contribution or reimbursement shall continue to be subject to section 502(e) of the Bankruptcy Code.

11.4 No Waiver of Right to Object. Except as expressly provided in this Plan, nothing contained in the Disclosure Statement, this Plan, or the Confirmation Order shall waive, relinquish, release or impair the Reorganized Debtor's right to object to any Claim that has not yet been Allowed.

11.5 Rights Under Section 505. All Tax Claims shall remain subject to section 505 of the Bankruptcy Code. The Reorganized Debtor shall retain the right to a determination of the amount or legality of any tax pursuant to section 505 of the Bankruptcy Code as to any Tax

Claim. The Reorganized Debtor may seek relief pursuant to section 505 of the Bankruptcy Code as a part of, and in conjunction with, any objection to any Tax Claim.

11.6 Allowance of Contested Claims. This section shall apply to all Contested Claims. Nothing contained in the Plan, Disclosure Statement, or Confirmation Order shall change, waive or alter any requirement under applicable law that the holder of a Contested Claim must file a timely proof of Claim, and the Claim of any such Contested Creditor who is required to file a proof of Claim and fails to do so shall be discharged and shall receive no distribution through the Plan. The holder of any Contested Claim shall not have a right to trial by jury before the Bankruptcy Court in respect of any such Claim. Exclusive venue for any Contested Proceeding shall be in the Bankruptcy Court or a court of competent jurisdiction located in Dallas County, Texas. Contested Claims shall each be determined separately, except as otherwise ordered by the Bankruptcy Court. Texas Rule of Civil Procedure 42 and Federal Rule of Civil Procedure 23 shall not apply to any Contested Proceeding. The Reorganized Debtor shall retain all rights of removal to federal court as to any Contested Proceeding.

11.7 Allowance of Certain Claims. All Contested Claims shall be liquidated and determined as follows:

- i. Application of Adversary Proceeding Rules. Unless otherwise ordered by the Bankruptcy Court or provided by the Bankruptcy Rules, any objection to a Contested Claim shall be treated as a contested proceeding subject to Bankruptcy Rule 9014 of the Rules of Bankruptcy Procedure. However, any party may move the Bankruptcy Court to apply the rules applicable to adversary proceedings to any Claim Objection. The Reorganized Debtor, however, may at its election, make and pursue any Objection to a Claim in the form of an adversary proceeding.
- ii. Scheduling Order. Unless otherwise ordered by the Bankruptcy Court, or if the Objection is pursued as an adversary proceeding, a scheduling order shall be entered as to each Objection to a Claim. The Debtor shall tender a proposed scheduling order with each Objection and include a request for a scheduling conference for the entry of a scheduling order. The scheduling order may include (i) discovery cut-off, (ii) deadlines to amend pleadings, (iii) deadlines for designation of and objections to experts, (iv) deadlines to exchange exhibit and witness lists and for objections to the same, and (v) such other matters as may be appropriate.

11.8 Substantial Consummation. All distributions of any kind made to any of the Creditors after substantial consummation and any and all other actions taken under this Plan after substantial consummation shall not be subject to relief, reversal, or modification by any court unless the implementation of the Confirmation Order is stayed by an order granted under Bankruptcy Rule 8005.

11.9 Retention of Claims and Causes of Action. Except to the extent explicitly released in Article XIV of this Plan, all causes of action, rights of setoff and other legal and equitable defenses of the Debtor and the estate are preserved for the benefit of the Reorganized Debtor. No Person may rely on the absence of a specific reference in the Plan or the Disclosure Statement as to any cause of action against them as an indication that the Reorganized Debtor will not pursue a cause of action against them. Such causes of action include, but are not limited to, (i) all rights pursuant to Sections 502, 510, 544, 545, and 546 of the Code, all preference claims under Section 547 of the Code, all fraudulent transfer claims pursuant to Section 548 of the Code, all claims relating to post-petition transactions under Section 549 of the Code, and all claims recoverable under Section 550, (ii) all claims and causes of action that the Debtor may hold against any current or previous tenant at either the Bridgeview Plaza Property or Dunes Plaza Property, (iii) all rights of offset or recoupment and all counterclaims against any Claimant, and (iv) those causes of action listed in the Disclosure Statement. Assertion of counterclaims by the Reorganized Debtor against Claimants shall constitute a “core” proceeding.

ARTICLE XII.

Retention of Jurisdiction

Until this Chapter 11 case is closed, the Court shall retain jurisdiction of all matters arising under, or related to, these proceedings, including, but not limited to:

- (a) insuring that the purpose and intent of the Plan are carried out;
- (b) consideration of any modification of the Plan under Section 1127 of the Code or modification of the Plan after substantial consummation, as defined in Section 1101(2) of the Code;
- (c) hearing and determining all claims, controversies, suits, and disputes against Debtor;
- (d) hearing, determining, and enforcing all claims or causes of action which may exist on behalf of the Debtor or its estate;
- (e) hearing and determining all controversies, suits, and disputes that may arise in connection with the interpretation of the Plan;
- (f) hearing and determining all objections to claims, controversies, suits, and disputes that may be pending as of or initiated after the Effective Date;
- (g) enforcing and interpreting, by injunction or otherwise, the terms and conditions of the Plan;
- (h) entering any Order, including injunctions, necessary to enforce the rights, titles, interests, and powers of the Debtor and to impose such limitations, restrictions, terms, and conditions as may be necessary or helpful to carry out the purposes and intent of the Plan;

- (i) entering an Order concluding and terminating this Chapter 11 case;
- (j) correcting or curing any defect, omission, inconsistency, conflict, or error in the Plan or Confirmation Order as may be necessary or helpful to carry out the purposes and intent of the Plan;
- (k) considering and acting on any matters consistent with the Plan as may be provided in the Confirmation Order; and
- (l) considering the rejection of Executory Contracts that have not been rejected prior to Confirmation and adjudicating any claims for damages with respect to such rejection.

ARTICLE XIII. **Executory Contracts**

The Debtor's Plan constitutes a motion to assume all Commercial Leases listed in its Schedule G and all other executory contracts and leases listed therein or that may otherwise exist. Unless the holder of a Cure Claim agrees to different treatment, any Cure Claim owed under any assumed Executory Contract or Lease will be paid in full through six equal monthly payments, the first of which will be due and payable on the fifth Business Day of the first month that is more than 30 days after the Effective Date and the remaining of which will be due on the fifth Business Day of each respective month thereafter. The Debtor estimates that Cure Claims will total approximately \$15,000.00.

ARTICLE XIV. **Effect of Confirmation**

14.1 Effect of Confirmation and Discharge. Confirmation of the Plan shall discharge the Debtor from all claims that arose before the Confirmation Date. After Confirmation, the rights and remedies of any Creditor or equity security holder shall be governed and limited by the Plan, which shall be binding upon the Debtor, its estate, the Reorganized Debtor, Creditors, equity security holders, and all other parties in interest, regardless of whether any such Person voted to accept the Plan, and the Pre-Petition Loan Documents shall be deemed to have been amended to comport with the treatment being accorded to such respective Lender herein. All defaults and events of default existing as of the Petition Date and as of the Effective Date shall be deemed cured, and any defaults and events of default resulting from the confirmation of the Plan, the occurrence of the Effective Date, and/or the actions and transactions contemplated by the Plan, including the payments to be made under the Plan and changes in ownership and control effectuated by the Plan, shall be waived and of no effect. Except as set forth in this Plan or the Confirmation Order, Confirmation shall (a) discharge the Debtor and the Reorganized Debtor from all Claims or other debts that arose before the Effective Date, and all debts of a kind specified in Bankruptcy Code §§ 502(g), (h), or (i), whether or not (i) a Proof of Claim based on such debt is Filed or deemed filed under Bankruptcy Code § 501, (ii) a Claim based on such debt

is Allowed, or (iii) the holder of a Claim based on holders of such debt has accepted this Plan, and (b) terminate all equity Interests and other rights of equity Interests in the Debtor.

14.2 Legal Binding Effect. The provisions of this Plan shall bind all holders of Claims and equity Interests and their respective successors and assigns, whether or not they accept this Plan. On and after the Effective Date, except as expressly provided in this Plan, all holders of Claims, Liens and equity Interests shall be precluded from asserting any Claim, cause of action or Liens against the Debtor, the estate, the Reorganized Debtor or their respective property and assets based on any act, omission, event, transaction or other activity of any kind that occurred or came into existence prior to the Effective Date.

14.3 Moratorium, Injunction and Limitation of Recourse For Payment. **EXCEPT AS OTHERWISE PROVIDED IN THIS PLAN OR BY SUBSEQUENT ORDER OF THE BANKRUPTCY COURT, UPON CONFIRMATION OF THIS PLAN (AND FROM AND AFTER THE EFFECTIVE DATE) ALL PERSONS WHO HAVE HELD, HOLD, OR MAY HOLD CLAIMS OR LIENS AGAINST, OR EQUITY INTERESTS IN, THE DEBTOR OR ITS PROPERTIES ARE PERMANENTLY ENJOINED FROM TAKING ANY OF THE FOLLOWING ACTIONS AGAINST THE ESTATE, THE DEBTOR, AND THE REORGANIZED DEBTOR: (A) COMMENCING OR CONTINUING, IN ANY MANNER OR IN ANY PLACE, ANY ACTION OR OTHER PROCEEDING; (B) ENFORCING, ATTACHING, COLLECTING OR RECOVERING IN ANY MANNER ANY JUDGMENT, AWARD, DECREE OR ORDER; (C) CREATING, PERFECTING OR ENFORCING ANY LIEN OR ENCUMBRANCE; (D) ASSERTING A SETOFF, RIGHT OF SUBROGATION, NETTING OR RECOUPMENT; AND (E) COMMENCING OR CONTINUING, IN ANY MANNER OR IN ANY PLACE, ANY ACTION THAT DOES NOT COMPLY WITH OR IS INCONSISTENT WITH THE PROVISIONS OF THIS PLAN AND THE PLAN DOCUMENTS; PROVIDED, HOWEVER, THAT NOTHING CONTAINED HEREIN OR IN THE CONFIRMATION ORDER SHALL ENJOIN OR PRECLUDE (A) SUCH PERSONS FROM EXERCISING THEIR RIGHTS PURSUANT TO AND CONSISTENT WITH THE TERMS OF THIS PLAN; AND (B) THE REORGANIZED DEBTOR IN ANY MANNER FROM ENFORCING OR EXERCISING ITS RIGHTS OR REMEDIES PURSUANT TO OR ARISING OUT OF THIS PLAN OR THE CONFIRMATION ORDER. SUCH INJUNCTION SHALL EXTEND TO AND FOR THE BENEFIT OF ANY SUCCESSOR OR ASSIGNEE OF THE DEBTOR, THE REORGANIZED DEBTOR, AND THEIR RESPECTIVE PROPERTIES AND INTEREST IN PROPERTIES. SUCH INJUNCTION SHALL NOT PRECLUDE ANY RIGHT OF AN ENTITY TO ASSERT A SEPARATE AND DIRECT CLAIM THAT IS NOT PROPERTY OF THE ESTATE AGAINST A PARTY THAT IS NOT THE DEBTOR OR THE REORGANIZED DEBTOR. THE CONFIRMATION ORDER SHALL, AMONG OTHER THINGS, CONTAIN, DIRECT AND PROVIDE FOR THE FOREGOING INJUNCTION.**

14.4 Term of Injunction or Stays. **ANY INJUNCTION OR STAY ARISING UNDER OR ENTERED DURING THE BANKRUPTCY CASE UNDER BANKRUPTCY CODE §§ 105 AND 362 OR OTHERWISE THAT IS IN EXISTENCE ON THE**

CONFIRMATION DATE SHALL REMAIN IN FULL FORCE AND EFFECT UNTIL THE LATER OF THE EFFECTIVE DATE AND THE DATE INDICATED IN THE ORDER PROVIDING FOR SUCH INJUNCTION OR STAY.

14.5 Insurance. Confirmation and consummation of this Plan shall have no effect on insurance policies of the Debtor or its current or former directors and officers in which the Debtor or its current or former directors and officers are or were an insured party. Each insurance company is prohibited from, and the Confirmation Order shall include an injunction against, denying, refusing, altering or delaying coverage for the Debtor (or their current or former directors and officers) or the Reorganized Debtor on any basis regarding or related to any of the Debtor's Bankruptcy Cases, this Plan or any provision within this Plan.

14.6 Plan Default and Plan Maturity Date. In the event of a default in payment of an Allowed Secured Claim or an Allowed General Unsecured Claim under the Plan, the holder of such Allowed Claim shall give written notice of such default to the Debtor and Distribution Agent. A holder of an Allowed Secured Claim may also give written notice to the Debtor of a plan default if the Debtor has failed to pay any property taxes assessed against such holder's Collateral in accordance with the Plan. The Debtor shall then have 10 days to cure the default. In the event the default is not cured in such 10 day period of time, the Creditor may file a motion with the Bankruptcy Court for a declaration that the Plan is in default. If the Bankruptcy Court determines that the Debtor's Plan is in default, then (a) such Secured Creditor may proceed to exercise its rights and remedies under applicable state laws to foreclose any property of the Debtor securing its Allowed Secured Claim, (b) the Debtor may convey to such Secured Creditor the property securing such Secured Creditor's Allowed Secured Claim in full and complete payment and satisfaction of such Claim, or (c) with respect to an Unsecured Creditor, the Debtor shall cure such default as required by the Bankruptcy Court in its Final Order determining a default.

14.7 Satisfaction of Allowed Secured Claims. Within five years of the Effective Date, all Allowed Secured Claims not previously paid or satisfied under the Plan shall be immediately due and payable in full and any Secured Creditor holding such unpaid Allowed Secured Claim shall be entitled to exercise any and all of its rights and remedies provided under any applicable loan and security documents or applicable laws.

ARTICLE XV.
Substantial Consummation

For purposes of this Plan, substantial consummation shall occur upon the Effective Date.

ARTICLE XVI.
Miscellaneous Provisions

16.1 Corporate Allocations: Any and all adjustments and reallocations among the equity security holders of the Debtor resulting from the Confirmation of this Plan shall be deemed effective as of the Effective Date, for Corporation and tax purposes.

16.2 No Double Recovery: No Creditor or other party in interest shall be entitled to a double recovery on account of any Allowed Claim or interest.

16.3 Valuation Hearing: In the event that the Debtor and the Pre-Petition Lenders are unable to reach an agreement as to the Value of the Properties, the Debtor shall seek a valuation hearing in respect of the Properties and, following such hearing, reserves the right to take such action as it deems advisable, including amending or modifying this Plan, to provide for the refinancing, sale or disposition of the Properties free and clear of liens, claims, and encumbrances for a purchase price equal to the value of the Properties, as determined by the Bankruptcy Court at such hearing.

16.4 Compliance with Tax Requirements: The Debtor or the Reorganized Debtor (as applicable) shall comply with all withholding and reporting requirements imposed by federal, state, and local taxing authorities and any distributions hereunder shall be subject to such requirements, if any.

16.5 Revocation, Withdrawal or Non-Consummation. The Debtor reserves the right to revoke or withdraw this Plan prior to the Confirmation Date and to file any amended or subsequent plans. If confirmation of the Plan does not occur, or if the Effective Date does not occur on or prior to 120 days after the Confirmation Date, then (a) this Plan shall be null and void in all respects, (b) settlements or compromises embodied in this Plan (including the fixing or limiting to an amount certain of any Claim or Class of Claims), assumptions or rejections of executory contracts or unexpired leases affected by this Plan, and any documents or agreements executed pursuant to this Plan, shall be deemed null and void, and (c) nothing contained in this Plan or the Disclosure Statement shall (i) constitute a waiver or release of any Claims by or against, or any equity Interests in, the Debtor or any other Person, (ii) prejudice in any manner the rights of the Debtor or any other Person, or (iii) constitute an admission of any sort by the Debtor or any other Person.

16.6 Severability of Plan Provisions. If, prior to confirmation of the Plan, any term or provision of this Plan is held by the Bankruptcy Court to be invalid, void or unenforceable, the Bankruptcy Court, at the request of the Debtor, shall have the power to alter and interpret such term or provision to make it valid or enforceable to the maximum extent practicable, consistent with the original purpose of the term or provision held to be invalid, void or unenforceable, and such term or provision shall then be applicable as altered or interpreted. Notwithstanding any such holding, alteration or interpretation, the remainder of the terms and provisions of this Plan shall remain in full force and effect and shall in no way be affected, impaired or invalidated by such holding, alteration or interpretation. The Confirmation Order shall constitute a judicial

determination and shall provide that each term and provision of this Plan, as it may be altered or interpreted in accordance with the foregoing, is valid and enforceable pursuant to its terms.

16.7 Exemption from Transfer Taxes and Recording Fees. In accordance with Bankruptcy Code § 1146(a), none of the issuance, transfer or exchange of any securities under this Plan, the release of any mortgage, deed of trust or other Lien, the making, assignment, filing or recording of any lease or sublease, the vesting or transfer of title to or ownership of any of the Debtor's interests in any property, or the making or delivery of any deed, bill of sale or other instrument of transfer under, in furtherance of, or in connection with this Plan, including the releases of Liens contemplated under this Plan, shall be subject to any document recording tax, stamp tax, conveyance fee, sales or use tax, bulk sale tax, intangibles or similar tax, mortgage tax, stamp act, real estate transfer tax, mortgage recording tax, Uniform Commercial Code filing or recording fee or other similar tax or governmental assessment in the United States. The Confirmation Order shall direct the appropriate federal, state and/or local governmental officials or agents to forgo the collection of any such tax or governmental assessment and to accept for filing and recordation any of the foregoing instruments or other documents without the payment of any such tax or governmental assessment.

16.8 Interest Accrual. Except to the extent provided in the Plan, and with respect to and only to the extent permitted by bankruptcy law and applicable law as to Secured Claims, no post-petition interest shall accrue on any Claim or scheduled liability (including, but not limited to, Allowed Administrative Claims).

16.9 Rules of Interpretation; Computation of Time. For purposes of this Plan, (a) any reference in this Plan to a contract, instrument, release, indenture, or other agreement or document as being in a particular form or containing particular terms and conditions means that such document shall be substantially in such form or substantially on such terms and conditions, (b) any reference in this Plan to an existing document or exhibit filed or to be filed means such document or exhibit as it may have been or may be amended, modified, or supplemented, (c) unless otherwise specified, all references in this Plan to Sections, Articles, and Exhibits, if any, are references to Sections, Articles, and Exhibits of or to this Plan, (d) the words "herein" and "hereto" refer to this Plan in its entirety rather than to a particular portion of this Plan, (e) the words "include", "includes" or "including" shall be deemed to be followed by the words "without limitation", whether or not they are in fact followed by those words or words of like import, (f) captions and headings to Articles and Sections are inserted for convenience of reference only and are not intended to be a part of or to affect the interpretation of this Plan, and (g) the rules of construction set forth in Bankruptcy Code § 102 and in the Bankruptcy Rules shall apply. In computing any period of time prescribed or allowed by this Plan, unless otherwise specifically designated herein, the provisions of Bankruptcy Rule 9006(a) shall apply. All references to immediately available funds, dollar amounts, or cash payments contained in this Plan shall mean United States dollars.

16.10 Reservation of Rights. This Plan shall have no force or effect unless the Bankruptcy Court shall enter the Confirmation Order.

16.11 Further Assurances. The Debtor, the Reorganized Debtor, TCI, and all holders of Claims receiving Payments or Distributions hereunder and all other parties in interest may and shall, from time to time, prepare, execute and deliver any agreements or documents and take any other actions as may be necessary or advisable to effectuate the provisions and intent of this Plan.

16.12 Successors and Assigns. This Plan and all rights, benefits and obligations of any Person named or referred to in this Plan shall be binding on, and shall inure to the benefit of, any heir, executor, administrator, successor or assign of such Person.

16.13 Governing Law. Unless a rule of law or procedure is supplied by federal law, including the Bankruptcy Code and Bankruptcy Rules, (a) the construction and implementation of this Plan and any agreements, documents, and instruments executed in connection with this Plan, and (b) governance matters, shall be governed by the laws of the State of Texas, without giving effect to the principles of conflict of law thereof.

16.14 Notice of Effective Date. On or before five Business Days after the occurrence of the Effective Date, the Reorganized Debtor shall mail or cause to be mailed to all holders of Claims a notice that informs such Persons of (a) the entry of the Confirmation Order, (b) the occurrence of the Effective Date, and (c) such other matters as the Reorganized Debtor deems appropriate or as may be ordered by the Bankruptcy Court.

16.15 Waiver of Stay. Notwithstanding Bankruptcy Rules 3002(e), 6004(h), and 6006(d), the Debtor shall be authorized to consummate this Plan and the transactions and transfers contemplated thereby immediately after entry of the Confirmation Order.

16.16 Modification of Plan. The Debtor may alter, amend, or modify this Plan under Bankruptcy Code § 1127(a) at any time prior to the Confirmation Date. After the Confirmation Date and prior to the Effective Date, the Debtor may, under Bankruptcy Code § 1127(b), (i) amend this Plan so long as such amendment shall not materially and adversely affect the treatment of any holder of a Claim, (ii) institute proceedings in the Bankruptcy Court to remedy any defect or omission or reconcile any inconsistencies in this Plan, the Disclosure Statement, or the Confirmation Order, and (iii) amend this Plan as may be necessary to carry out the purposes and effects of this Plan so long as such amendment does not materially or adversely affect the treatment of holders of Claims or Equity Interests under this Plan; provided, however, prior notice of any amendment shall be served in accordance with the Bankruptcy Rules or Order of the Bankruptcy Court.

16.17 Entire Agreement. The Plan sets forth the entire agreement and understanding among the parties relating to the subject matter of the Plan and the satisfaction of all Claims and interests provided in the Plan. No party shall be bound by any terms, conditions, definitions, warranties, restrictions, understandings, agreements, representations, obligations, or other requirements except for those expressly provided in the Plan, which shall supersede all prior discussions, documents, instruments, understandings, and agreements regarding the subject of the Plan.

16.18 Orders in aid of Confirmation. Pursuant to Sections 105, 1141, 1142, and 1143 of the Bankruptcy Code, the Bankruptcy Court may enter one or more orders in aid of confirmation of this Plan.

DATED: June 9, 2011.

Respectfully submitted,

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