

**UNITED STATES BANKRUPTCY COURT  
EASTERN DISTRICT OF KENTUCKY  
LEXINGTON DIVISION**

IN RE:

GEORGETOWN MOBILE ESTATES, LLC  
DEBTOR

CHAPTER 11

CASE NO. 15-50945

**NOTICE OF FILING OF FOURTH AMENDED PLAN OF REORGANIZATION  
WITH REDLINES**

**NOTICE IS HEREBY GIVEN** that the Debtor, **GEORGETOWN MOBILE ESTATES, LLC**, has filed a Fourth Amended Plan of Reorganization in conformity with the Mediation Settlement and that a copy of same with redline changes may be downloaded from <https://sites.google.com/site/GMEbankruptcy/>.

Respectfully submitted,

**BUNCH & BROCK**

By: /s/ Matthew B. Bunch  
**MATTHEW B. BUNCH, ESQ.**  
805 Security Trust Building  
271 West Short Street  
Lexington, Kentucky 40507  
(859) 254-5522  
(859) 233-1434 *facsimile*

**ATTORNEY FOR THE DEBTOR**

**CERTIFICATE OF SERVICE**

This is to certify that this the 16th day of October 2015, a true and correct copy of the foregoing was served electronically by the Clerk of the Bankruptcy Court in the method established under CM/ECF Administrative Procedures Manual to all attorneys of record and to all creditors identified on the most recent Master Service List.

/s/ Matthew B. Bunch  
**MATTHEW B. BUNCH**

UNITED STATES BANKRUPTCY COURT  
EASTERN DISTRICT OF KENTUCKY  
LEXINGTON DIVISION

IN RE:

CHAPTER 11

GEORGETOWN MOBILE ESTATES, LLC

CASE NO. 15-50945

DEBTOR

**DEBTOR'S ~~SECOND THIRD~~FOURTH MODIFIED-AMENDED PLAN OF  
REORGANIZATION**

Comes the Debtor, **Georgetown Mobile Estates, LLC** ("Debtor") and proposes this  
~~Second Third Modified Fourth~~ Amended Plan of Reorganization ("**Plan**") pursuant to  
Bankruptcy Code §1121(c).

## TABLE OF CONTENTS

ARTICLE 1 - Definitions .....	5
ARTICLE 2 - Treatment of Unclassified Expenses and Claims .....	145
2.1    Allowed Administrative Expenses.....	154
2.2    Applications for Allowance of Administrative Expenses.....	155
2.3    U.S. Trustee Fees .....	15
2.4    Payment of Post-Confirmation Fees and Expenses .....	165
2.5    Provisions for Payment of Income Taxes .....	165
2.6    Debtor's Counsel Post-Confirmation.....	16
2.7    Other Professionals Post-Confirmation .....	176
ARTICLE 3 - Classification of Claims and Interests .....	176
3.1    Class 1 (US Bank – Secured Claim) .....	177
3.2    Class 2 (Scheller, <del>Greg and Heather</del> Wyatt Tarrant Combs – –Secured Claim) .....	17
3.3    Class 3 (Tax Claims).....	17
3.4    Class 4 (Unsecured Claims).....	17
3.5    Class 5 (Subordinated Claims).....	187
3.6    Class 6 (Debtor) .....	187
ARTICLE 4 - Identification of Impaired Classes and Voting Classes .....	187
4.1    Impairment: Classes Entitled and Not Entitled to Vote.....	187
4.2    Controversies .....	187
ARTICLE 5 - Treatment of Classes of Claims .....	18
5.1    Treatment of the Class 1 Secured Claim - Business (Secured Lender) ....	18
5.2    Treatment of the Class 2 Secured Claim – Business (Scheller & WTC) ..	210
5.3    Treatment of the Class 3 Tax Claims.....	21
5.4    Treatment of the Class 4 Unsecured <del>Creditors</del> Claims .....	21
5.5    Treatment of the Class 5 Subordinated Claims.....	221
5.6    Treatment of the Class 6 Debtor .....	22
ARTICLE 6 - Means for Execution of the Plan .....	22
6.1    Manager .....	22
6.2    Provisions for Receipt and Distribution of Monies .....	254
6.3    Monthly Reports .....	265
6.4    Closing of Case .....	265

6.5	Implementation of Extended Stay as to Creditors .....	<del>266</del> <u>5</u>
6.6	Waiver of Enforcement of Chapter 5 Claims .....	<del>266</del> <u>5</u>
6.7	Provisions Relating to Default .....	27
6.8	Discharge .....	28
6.9	Provisions for Abandoned Assets and Property Taxes Thereon.....	<del>289</del> <u>8</u>
6.10	<del>Subordination Rights</del> NA.....	<del>289</del> <u>8</u>
6.11	Exculpation for Post-Petition Events and Limitation of Liability .....	<del>289</del> <u>9</u>
6.12	Authorization on Encumbrance of Certain Assets and Post-Confirmation Borrowing and Sales.....	<del>293</del> <u>0</u> <u>29</u>
6.13	Claims Covered by Insurance .....	<del>293</del> <u>0</u> <u>29</u>
6.14	Release of Claims Against Creditors .....	<del>293</del> <u>0</u> <u>29</u>
6.15	Provisions Applicable to Future Income Taxes .....	30
6.16	Subordination of Owner's Claim .....	<del>31</del> <u>2</u>
6.17	Post-Confirmation Management of the Debtor .....	<del>31</del> <u>2</u>
6.18	Appointment and Powers of the Manager .....	32

ARTICLE 7 - General Provisions.....~~32~~32

7.1	Modification of Plan .....	<del>32</del> <u>32</u>
7.2	Exemption from Certain Transfer Taxes .....	<del>32</del> <u>32</u>
7.3	Retention of Jurisdiction .....	<del>32</del> <u>3</u>
7.4	Distribution Pending Stay on Appeal .....	<del>33</del> <u>4</u>
7.5	Extensions of Time .....	<del>33</del> <u>4</u>
7.6	Post-Confirmation Actions, Reports and Final Decree.....	<del>33</del> <u>4</u>
7.7	Notices .....	<del>34</del> <u>6</u>
7.8	Reduction of Notice Periods .....	<del>35</del> <u>6</u>
7.9	Transfer of Claims .....	<del>35</del> <u>6</u>
7.10	Captions .....	<del>35</del> <u>6</u>
7.11	Exhibits .....	<del>35</del> <u>6</u>
7.12	Choice of Law.....	<del>35</del> <u>6</u>
7.13	Binding Effect.....	36
7.14	<u>Dueling Financing and Creation of an Equity Trust.....</u>	<u>36</u> <u>7</u> <u>6</u>

ARTICLE 8 - Provisions Governing Allowances of Claims and Distributions

From the Post-Confirmation Estate .....~~36~~76

8.1	Proofs of Claim, Allowances, Bar Dates and Time Limitations.....	<del>36</del> <u>7</u> <u>6</u>
8.2	Unknown Claims .....	38
8.3	Unclassified Claims Reserves.....	<del>38</del> <u>9<u>8</u></u>
8.4	Dates for Distribution .....	<del>39</del> <u>8</u>
8.5	Satisfaction of Claims .....	39
8.6	Distributions of Cash and Disposable Income.....	39
8.7	Delivery of Distributions, Undeliverable Distribution	

	and Change of Address .....	<a href="#"><u>394039</u></a>
8.8	Time Bar to Check Payments and Disallowances .....	<a href="#"><u>394039</u></a>
8.9	Transactions on Business Days.....	40
	ARTICLE 9 - Procedures for Resolving and Treating Disputed Claims.....	<a href="#"><u>4010</u></a>
	9.1 Objections to Claims and Proofs of Claims.....	<a href="#"><u>4100</u></a>
9.2	No Distribution Pending Determination of Allowability of Disputed Claims; Distributions to be Made on Undisputed Portions of Partially Disputed Claims.....	<a href="#"><u>4010</u></a>
9.3	Reserve Accounts for Disputed Claims .....	<a href="#"><u>4010</u></a>
9.4	Allowance and Payment of Disputed Claims .....	<a href="#"><u>4010</u></a>
9.5	Release of Excess Funds from Disputed Claims Reserve .....	<a href="#"><u>410</u></a>
9.6	Setoffs and Recoupment by Manager .....	<a href="#"><u>410</u></a>
	ARTICLE 10 – Treatment of Executory Contracts and Unexpired Leases.....	<a href="#"><u>4112</u></a>
	10.1 Unexpired Leases and Executory Contracts .....	<a href="#"><u>42319</u></a>
	<a href="#"><u>10.2 Assumption of Executory Contracts and Unexpired Leases.....</u></a>	<a href="#"><u>41239</u></a>

## ARTICLE 1

### Definitions

Unless otherwise stated, all terms not defined herein shall have the meaning set forth in the Bankruptcy Code and the Bankruptcy Rules. Where there is a conflict between a defined term herein and any term in the Code or the Bankruptcy Rules, the definition herein shall control. The following terms when used in the Plan shall have the meanings set forth in this Article:

1.1 “Abandoned Assets” shall mean such tangible property that is not listed in the Schedules and is not subject to any lien, mortgage or encumbrance. The Debtor does not anticipate there being any Abandoned Assets in this case.

1.2 “Accountant” shall mean Mark Enderle of Enderle & Company PLLC, Certified Public Accountants, 190 Market Street, #1, Lexington, Kentucky 40507 (859) 254-4427, appointed as accountant for the Debtor by Court Order dated July 23, 2015 [Doc. #125], and who will continue to do accounting and tax work for the Debtor Post-Confirmation.

1.3 “Adequate Protection Payments” shall mean the monthly payments made to the Secured Lender commencing on or before the first day of each month (with a ten calendar day grace period) in an amount equal to the Monthly Debt Service Payment amount of \$61,349.46, beginning on the first day of the month following the entry of a final and nonappealable confirmation order until the Property Transfer Date. The Adequate Protection Payments shall be in addition to and shall not reduce the amount of the Secured Lender’s Agreed Claim or the Secured Lender’s Allowed Claim.

1.4 “Administrative Expense” shall mean any cost or expense of administration of the Case allowable under Code §503(b) and under the procedural terms set forth in Article 2 of this Plan, which are entitled to priority under §507(a)(1) or §507(b), and are incurred after the Petition Date and up to and including the Effective Date. Such claims shall include any actual and necessary expenses of preserving or liquidating property in the Case, including Professionals’ fees and expenses, payable from the Cash or Disposable Income, if necessary. Any Creditor holding an Administrative Expense must file an application seeking approval of such claim within twenty-one (21) days from the Effective Date or forever be barred.

1.5 “Agreed Order” means the Agreed Order Regarding Retention of Receiver, [Doc. No. 88], as modified or amended, if any,

1.6 “Allowed Claim” shall mean a Claim against the Debtor allowable under Code §502 for which:

1.6.1 A Proof of Claim was timely filed, and as to which either (a) no objection was filed within the time limitation fixed by the Plan, or (b) such Proof of Claim is allowed, despite any objection thereto, by a Final Order; or

1.6.2 A Claim is allowed pursuant to the terms of this Plan. Where there is a Claim allowed by the terms of this Plan, the terms of this Plan shall govern for purposes of allowance but all administrative claims shall first be approved by the Bankruptcy Court upon proper notice of an application; or

1.6.3 A Claim allowed pursuant to a Final Order of the Court.

1.6.4 The term "Allowed," when followed by a reference to a claim of a certain kind, shall mean an Allowed Claim of that kind of Claim.

1.6.5 Pursuant to Plan §5.4.1, Early Payment Incentive, the ~~Debtor~~ holder of any Allowed Unsecured Claim has the option to elect to be paid to pay 50% of ~~its any~~ Allowed ~~Unsecured~~ Claim within two (2) years from the Effective Date, if such funds are available, and upon such payment, said Allowed Unsecured Claim shall be deemed to have been paid in full and the unpaid balance thereof discharged. The Manager does not have any obligation to accept such election by any particular Creditor, if in its business judgment, the Reorganized Debtor does not have the funds within which to pay said election.

1.6.6 The Secured Lender is deemed to hold an Allowed Claim in the judgment amount of \$13,528,495.00, plus accrued and accruing interest, default interest, fees and costs, including attorney and servicer fees and costs.

1.7 "Assets" shall mean (a) all of the Debtor's assets listed in the Schedules; (b) all assets of the Debtor as defined by Code §§ 541(a) and 1115; (c) all assets owned or used in the Debtor's Business; and (d) any asset not listed in the Schedules but later discovered to be owned by the Debtor.

1.8 "Bankruptcy Rules" shall mean the Federal Rules of Bankruptcy Procedure, as amended or supplemented. When the word "Bankruptcy Rule" is followed by a number, it shall mean that particular rule in the Bankruptcy Rules.

1.9 "Bar Dates" shall mean the final dates for filing Proofs of Claim and objections to claims as set forth in Article 8 of this Plan.

1.10 "Broker" shall mean ARA USA, who during the term of the Marketing Period, has sole authority and the exclusive right~~is authorized~~ to market the Property and present the Reorganized Debtor with all written offers, which offer(s) to purchase the Debtor's Property may be accepted, rejected or presented with counteroffers by the Reorganized Debtor, the final sale price of which must be approved by the Secured Lender, at its sole option, if such offer is less than the Secured Lender's Agreed Allowed Claim. The Broker may be appointed by the Court prior to the Effective Date by application and order. The Broker is authorized to market the Assets for sale and shall receive a fee from the Proceeds of 1.5% of the sale price and out of pocket expenses not to exceed \$2,500. The Reorganized Debtor shall have the authority to

accept or reject and present any counter-offer, at its sole option. The Broker's earned commission shall apply to the sale proceeds only upon the completion of a sale as contemplated herein.

1.11 "Business" shall mean the Debtor's ongoing operations and its real property and all improvements, fixtures, applicable agreements, parking, access rights of way and all other appurtenances owned by the Debtor, which is more fully described in the Secured Lender's mortgage and recordation statements, together with all of Debtor's rights, title and interest as lessor in and to all lease(s) and all rents, and/or common area maintenance or similar funds and/or accounts, and all personal property, assets, leases, cash and cash equivalents, bank accounts, cash management accounts, accounts, notes, bills receivable, and choses in action, and all other property, tangible or intangible, of any kind and every kind, character and description covered by the Secured Lender's mortgage and/or other loan documents, including without limitation, furniture, furnishings, objects of art, machinery, goods, tools, supplies, appliances, general intangibles, contract rights, accounts, accounts receivable, franchises, licenses, certificates and permits, and fixtures, equipment, appurtenances, condemnation awards, proceeds, user ID's, websites, passwords, e-mail addresses and any other intellectual property, if any, and all other personal property owned or leased by Debtor and used or useful in the operation of the Business.

1.12 "Business Day" shall mean any day on which national banks are open to carry on their ordinary commercial banking business in the Commonwealth of Kentucky, excluding weekends.

1.13 "Case" shall mean this Chapter 11 case, No. 15-50945, commenced under the provisions of the Chapter 11 of the Code on May 11, 2015, in the Court under the name of the Debtor.

1.14 "Cash" shall mean gross amounts of money derived from the collection of Rents, vending machine income and all sources of revenue from the Debtor's normal operation of its Business.

1.15 "Claim" shall mean the same as "claim" as defined in Code §101(5), to the extent that such claim against the Debtor was in existence on or as of the Petition Date. The term "Claim," when preceded by a reference to a Class of Claims, shall mean a Claim of that Class.

1.16 "Claimant" shall mean the holder of a Claim.

1.17 "Class" shall mean a category of Claims that are substantially similar to other Claims in such Class as authorized by Code §1122.

1.18 "Code" shall mean the United States Bankruptcy Code set forth in Title 11, United States Code, as amended.



1.19 “Confirmation” shall mean the entry of an Order by the Court approving or confirming the Plan.

1.20 “Confirmation Date” shall mean the date upon which an Order of Confirmation is entered by the Court approving or confirming the Plan.

1.21 “Confirmation Hearing” shall mean the date upon which the Court holds a hearing on confirmation of the Plan.

1.22 “Confirmation Order” or “Order of Confirmation” shall mean the Order entered by the Court on or after the Confirmation Date approving or confirming this Plan.

1.23 “Counsel” shall mean Matthew B. Bunch, W. Thomas Bunch, and Peter J. W. Brackney and any other attorney at Bunch & Brock, Lexington, Kentucky, appointed by the Court [Doc. No. 67] on June 3, 2015, to represent the Debtor and who will continue to represent the Reorganized Debtor Post-Confirmation.

1.24 “Court” and “Court Order” shall mean the United States Bankruptcy Court for the Eastern District of Kentucky, Lexington Division, including the United States Bankruptcy Judge presiding in this Case or such other court having jurisdiction over this Case. When “Court Order” or “Order” is used herein, they shall mean an order issued by the Court and entered in the Court’s record.

1.25 “Creditor” shall mean the holder of a Claim. The term Creditor, when preceding a reference to a Class of Claims, shall mean a Creditor in its capacity as a holder of a Claim of that Class.

1.26 “Debtor” shall mean Georgetown Mobile Estates, LLC owned by Georgetown Mobile Estates East, LLC (30%) and by Starlite Development, LLC (70%), both of which are owned by Daniel E. Sexton of Paris, Kentucky, as their sole member. The Reorganized Debtor shall be managed by Daniel E. Sexton [after Class 4 Unsecured Creditors are paid in full](#).

1.27 “DellaValle” shall mean DellaValle Management Group, c/o Glen DellaValle, 3151 Beaumont Center Circle, Lexington, Kentucky 40513. [DellaValle shall not receive any payments or distributions under the Plan, unless by Court Order upon proper application-or-if DellaValle is appointed by the Court as the Manager of the Reorganized Debtor.](#)

1.28 “Disallowed Claim” shall mean a Claim that is not an Allowed Claim.

1.29 “Discharge” shall mean that meaning as set forth in Plan §6.8, *infra*.

1.30 “Disclosure Statement” shall mean that certain document styled “Disclosure Statement to Accompany Debtor’s Plan of Reorganization,” if amended or modified, required to

be filed by the Debtor pursuant to Code §1125, upon which the Impaired Classes of Creditors will rely in determining their vote for or against this Plan.

1.31 “Disposable Income” shall mean the funds of the Debtor available at the end of each month for payment to all Allowed Claims, expenses and fees treated under the Plan after the payment of Operating Expenses, Estimated Tax Escrow, Estimated Tax Deposits, Estimated Insurance Escrow, Adequate Protection Payments to the Secured Lender as a Class 1 Secured Creditor, less a cash reserve balance of up to of \$5,000 for business incidentals in the new Manager's reasonable business discretion. Notwithstanding this cash reserve balance amount, the new Manager has the right to petition the Court for an order upon reasonable notice to all parties seeking a higher amount, and payment to Scheller as the Class 2 Secured Creditor.

1.32 “Disputed Claim” shall mean a Claim or a portion of a Claim ~~(a) which the Debtor files or asserts an objection to such Claim, but not the Creditors' Claims as identified in that certain Notice of Withdrawal of Status of Disputed Claims in Plan and Amount of Allowed Claims [Doc. #254], was marked as “disputed” on the Debtor's Schedules; or (b) against which an objection has been filed pursuant to Plan §9.1. The holder of a Disputed Claim shall not be allowed to vote for or against Confirmation of the Plan. The Debtor has identified in the Debtor's Schedules and in Exhibit 3 to the Disclosure Statement the following Creditors as holding a Disputed Claim: LFUCG, Margie Asher, Sarah & Mitch Taylor, Dallas Chad Hodge, Eldon Asher, Gary House, Greg & Kristen Cooper, Keith Slaughter, Mark Mauer, Rebecca Feasby, Kevin Balcirak, Theresa Kerr, Tommy Bradley, and Wade Pike.~~

1.33 “Early Payment Incentive” shall mean that the holder of each Allowed Claims, excluding the Secured Lender, Claim Debtor has the option to elect being of paying (i) paid in full onf its all Allowed Claims or (ii) paid 50% of its Allowed Claim within two (2) years after the Effective Date, if such funds are available. ,excluding the Secured Lender, 50% if the Debtor pays the holder of said Allowed Claim 50% paid within two (2) years from the Effective Date, if such funds are available. If the holder of an Allowed Claim makes the election and the Debtor makes the payment required under this section, (The holder of such Claim shall then be deemed to have released its claim against the Debtor, and all Debtor's the Debtor's officers, co-borrowers and/or guarantors, Daniel E. Sexton as co borrower or guarantor, shall be released of any deficiency claim, judgments or judgment liens. The holder of an Allowed Claim can make such election any time before the twone (1) year anniversary of the Effective Date. The Manager does not have any obligation to accept such election by any particular Creditor, if in its business judgment, the Reorganized Debtor does not have the funds within which to pay said election.

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1.34 “Effective Date” shall mean the third (3<sup>rd</sup>) Business Day following the date that the Order of Confirmation has become a Final Order.

1.35 “Entity” shall mean a Person. Entity and Person, wherever used in the Plan, shall be interchangeable.

1.36 "Equity Trust" shall mean a trust created to hold the Owner's Equity in the Debtor pending payment in full of all Allowed Claims. Within thirty (30) days after On or before the Property Transfer Date, ~~Effective Date,~~ this Equity Trust shall be created and the Owner shall convey his Equity into same. After payment in full of all Allowed Class 4 Claims, the Equity Trust shall convey said Equity to the Owner.

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~~1.36~~1.37 "Estimated Tax Escrow" shall mean the monthly amount to be escrowed for payment of real estate property taxes, which amount is equal to 1/12 of the estimated yearly taxes, as more particularly set forth in the Loan Documents.

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~~1.37~~1.38 "Estimated Insurance Escrow" shall mean the monthly amount to be escrowed for payment of insurance, which amount is equal to 1/12 of the estimated yearly taxes, as more particularly set forth in the Loan Documents.

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~~1.38~~1.39 "Final Order" shall mean an Order of the Court as to which any appeal that has been or may be taken has been resolved as set forth in the Code and the Bankruptcy Rule.

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~~1.39~~1.40 "Financial Consultants" shall mean Magnum Capital and The Thayer Group as appointed as financial consultants to the Debtor pursuant to the previous Orders of this Court [Doc. Nos. 111 and 112] and shall be deemed as Professionals.

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~~1.40~~1.41 "Impaired Class" shall mean a Class of Claims which is impaired within the meaning of Code §1124 as identified in Plan §4.1, *infra*.

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~~1.41~~1.42 "Initial Distribution Date" shall mean the date on which the Disposable Income will commence to be distributed by the Manager in conformity with the terms of Plan Articles 2 and 4, *infra*.

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~~1.42~~1.43 "Insider" shall mean the same as such term is defined in Code §101(31), ~~including but not limited to, the owner of the Debtor, being Daniel E. Sexton, and the Debtor's business manager, Jonathan Williams.~~

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~~1.43~~1.44 "Lender" shall mean such entity that has or will loan such funds to the Debtor as necessary to pay off Secured Lender as provided for herein.

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~~1.44~~1.45 "Little Joe's" shall mean Little Joe's Mobile Home Sales, Inc., a Kentucky corporation, and any of its successors or assigns. Daniel E. Sexton is the sole owner of Little Joe's and is pledging and contributing its real estate property, which contains, among other things, the Wastewater Facilities to this Plan.

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~~1.45~~1.46 "Local Rules" shall mean the "Local Rules of Practice for the United States Bankruptcy Court for the Eastern District of Kentucky." When the words "Local Rule" are followed by a number, it shall mean that particular rule in the Local Rules.

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~~1.461.47~~ "Manager" shall mean ~~Foresite~~CFLane, which company shall ~~remain~~ replace CFLane, LLC as Manager after on the Effective Date, or earlier by Court Order, and who shall operate the Debtor's Business until the Property Transfer Date. At the dueling financing hearing, the Court will appoint a Manager to manage the debtor's Business after the Property Transfer Date, and then a replacement Manager shall be appointed by subsequent court order pending refinance of the Secured Lender's Claim, DellaValle, which company shall replace Foresite if the Secured Lender's Agreed Allowed Claim being timely paid, and wwhich company shall thereafter manage and operate the Debtor's Business pending further court order. Prior to the dueling financing hearing, The replacement manager will be done in conjunction with the dueling financing hearing and that both the Debtor and such Creditors may have proposed managers and the Bankruptcy Court may select one. Until Class 4 Creditors are paid in full, the Manager shall consult with Daniel E. Sexton regarding major capital improvements, but the final decision-making authority shall remain with the Manager. Any party, beingincluding the Debtor, Creditors or Owner of Debtor, may file a motion with the Court to resolve any disputes or differences thereon.

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~~1.471.48~~ "Office Equipment" shall mean those specific items listed in Schedule B-28 and B-29 [Doc. No. 56] and located in the Business.

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~~1.481.49~~ "Operating Expenses" shall mean the Debtor's Post-Petition bills, expenses, invoices, charges and the like, including Estimated Tax Escrow and Estimated Insurance Escrow and the Refinance Application Fees, incurred by the Debtor or Reorganized Debtor in the ordinary course of business.

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~~1.491.50~~ "Owner of the Debtor" or "Owner" shall mean Daniel E. Sexton as sole member of Star Lite Development, LLC, a Kentucky limited liability company, being a 70% owner of the Debtor, and as sole member of Georgetown Mobile Estates East, LLC, a Delaware limited liability company, being a 30% owner of the Debtor. The Owner shall be paid a fixed monthly fee of \$2,500 after the Secured Lender's debt is satisfied pursuant to the Terms of this Plan, plus \$20 per hour for services related to his master electrician's license, mobile home dealer's license or Class 2 EPA waste water treatment license (as called upon to the extent Daniel E. Sexton's services are requested by CFLane or other Manager), plus 10% of all cash rent received from any new tenants at the Property park who signs a lease with the Property park that the Manager determines to have been referred to the park Property by Sextonadvises the Manager at the time of submission of its rental application that Sexton referred same to the park, all of which shall continue until the end of the Term. The Owner shall obtain reissuance of the EPA License and provide proof of same to CFLane or other Manager upon request. The Court reserves the authority to resolve any dispute as to the referral commission to Sexton.

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~~1.501.51~~ "Person" shall be an Entity, which includes an individual, corporation, entity, limited liability company, partnership, joint venture, trust, estate, unincorporated organization or a governmental unit or any agency or political subdivision thereof.

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~~1.541.52~~ “Petition” shall mean the Debtor’s Chapter 11 bankruptcy petition filed in the Court on the Petition Date (Doc. No. 1) including the schedules and statement of financial affairs and any amendments or modifications thereto.

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~~1.521.53~~ “Petition Date” shall mean the date and time of the filing of the Petition initiating this Case on May 11, 2015.

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~~1.531.54~~ “Plan” shall mean this Plan of Reorganization pursuant to Chapter 11 of the Code as proposed by the Debtor either in its present form or as it may later be altered, amended or modified.

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~~1.541.55~~ “Plan Transfer Deed” shall mean a deed executed and delivered by the Debtor and Little Joe’s to the Secured Lender pursuant to which the Debtor and Little Joe’s transfer all right, title and interest in and to the Property to the Secured Lender pursuant to the terms of this Plan.

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~~1.551.56~~ “Post-Confirmation” shall mean an act or event that occurs, will occur, or occurred on or after the Confirmation Date.

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~~1.561.57~~ “Post-Confirmation Lender” shall mean such entity that may or will loan such funds to the Debtor to pay the Senior Lender’s Agreed Secured Claim of \$11,500,000 plus a cap of \$100,000 within the 181-day Marketing Period, being March 14, 2016 Deadline.

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~~1.571.58~~ “Post-Petition” shall mean an act or event that occurs, will occur, or occurred on or after the Petition Date.

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~~1.581.59~~ “Pre-Petition” shall mean an act or event that occurred before the Petition Date.

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~~1.591.60~~ “Priority Claims” shall mean those Claims allowable by Code §§ 503(b) and 507(a).

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~~1.601.61~~ “Proceeds” shall mean the proceeds of any sale or refinance of the Property.

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~~1.611.62~~ “Professionals” shall mean ~~(a) all attorneys, accountants, appraisers, consultants, financial consultants and other professional persons properly retained by the Debtor, whose appointments were approved and authorized by the Court or have been appointed pursuant to this confirmed Plan, and who performed professional services for or on behalf of the Debtor from the Petition Date through forty days after the Effective Date and whose services and expenses are subject to allowance by the Court pursuant to Code §327 and those Professionals who may continue to represent the Debtor pursuant to the confirmed Plan beginning on the Effective Date and continuing thereafter during the Term;~~ (b) Counsel, all attorneys retained by the Reorganized Debtor, Accountant, appraiser, and expert witnesses for professional services for and on behalf of the Reorganized Debtor, including but not limited to, the Financial

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~~Consultants, the Accountant, DellaValle and any other professional person who may be appointed pursuant to the confirmed Plan beginning on the Effective Date.~~ Professionals shall not include ~~CFLane or ARA USA, the Receiver, Foresite, or the Broker.~~

~~1.621.63~~ “Proof of Claim” shall mean Official Form 10 as is used in the Court as evidence of a Claim due a Creditor, properly filled-out, executed with supporting documentation, and filed with the Court on or before the Bar Dates fixed by Article 8 of this Plan.

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~~1.631.64~~ “Property” shall mean all Assets, including the Wastewater Facilities, but excluding the Suzuki Off-Road Vehicle.

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~~1.641.65~~ “Property Funds” shall mean Cash, Disposable Income and Proceeds.

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~~1.651.66~~ “Property Taxes” shall mean those *ad valorem* taxes due to the City of Georgetown, Kentucky, to Scott County, Kentucky, to the Lexington-Fayette Urban County Government, Kentucky, or to any other tax assessing unit, for property taxes due on the Business.

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~~1.661.67~~ “Property Transfer Date” shall mean the date the Property is refinanced, sold or transferred to the Secured Lender pursuant to the terms of this Plan.

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~~1.671.68~~ “Pro Rata” shall mean proportionately each to the other, so that the ratio of the amount of the distribution made on account of an Allowed Claim to the amount of distribution made on account of all Allowed Claims of the Class in which the particular Allowed Claim is included is the same as the ratio of the amount of such Allowed Claim to the total amount of all Allowed Claims in such Class.

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~~1.681.69~~ “Receiver” shall mean, as the case may be, CFLane, ~~Foresite and~~ or any other entity acting as Receiver of the Assets under the terms of the Receivership Order, the Agreed Order and/or the Plan.

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~~1.691.70~~ “Receivership Order” shall mean the Order Appointing Receiver entered by the United States District Court for the Eastern District of Kentucky, Civil Action No. 5:14-cv-00170-DCR.

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~~1.701.71~~ “Refinance Application Fees” shall mean funds necessary to pay for the Debtor’s expenses associated with the application and related costs for the refinance of the Secured Lender’s Secured Claim, to the extent funds are available after payment by the Manager of all Operating Expenses and the Adequate Protection Payments to the Secured Lender and Scheller, but such funds not to exceed more than \$10,000 per month beginning post-confirmation for a period of six (6) months, but not to exceed the Property Transfer Date.

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~~1.71~~1.72 “Rents” shall mean the collection of money owed to the Debtor by the tenants of its mobile home ~~park Property~~ as rent, including revenue from vending machines, and any other sources of income, which funds will be the source of the funding of this Plan.

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~~1.72~~1.73 “Reorganized Debtor” shall mean the Debtor after the Plan is confirmed by the entry of the Confirmation Order in the Court. The business operations at the parkProperty shall be managed by the Manager -until Class 4 Unsecured Creditors are paid in full. Daniel E. Sexton shall continue as the Designated Representative of the Debtor and Reorganized Debtor, and he shall have all necessary authority as granted to him within which to implement and enforce the terms of the Plan, including but not limited to, signing tax returns, etc. ~~Sexton shall not have the right to make unilateral decisions for the Manager as to the operations of the business on a day-to-day basis until all Class 4 Unsecured Creditors are pain in full.~~

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~~1.73~~1.74 “Retained Assets” shall mean the Suzuki off-road truck, miscellaneous tools, Business and the Office Equipment, and all assets listed in the Schedules, which shall be retained by the Reorganized Debtor ~~Post Confirmation.~~

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~~1.74~~1.75 “Schedules” shall mean the Schedules of Assets and Liabilities, Statements of Affairs, Statements of Executory Contracts and Unexpired Leases, and all amendments thereto, filed by the Debtor in this Case. “Schedule” in the singular and followed by a letter and/or a number shall mean a specific designated page or pages and, if applicable, a numerical line, in the Schedules.

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~~1.75~~1.76 “Secured Claim” shall mean the Claim of any Creditor as defined by Code §506 and who holds a validly perfected lien superior to a trustee’s rights under Code §544.

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~~1.76~~1.77 “Secured Creditor” shall mean a Creditor holding a Secured Claim.

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~~1.77~~1.78 “Scheller” shall mean Greg and Heather Scheller ~~as a Creditor~~ as a holder of a Secured Claim via a judgment lien upon the Business pursuant to that certain Notice of Filing of a Judgment Lien as recorded in the Scott and Fayette County Clerk’s Offices.

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~~1.78~~1.79 “Secured Lender” shall mean ~~the~~ U.S. Bank National Association, as Trustee, in Trust for the Holders of COMM 2013-CCRE8 Mortgage Trust Commercial Mortgage Pass-Through Certificates (a/k/a U.S. Bank National Association, as Trustee for Deutsche Mortgage & Asset Receiving Corporation, COMM 2013-CCRE8 Mortgage Trust, Commercial Mortgage Pass-Through Certificates), and any successors or assigns, by and through Midland Loan Services, a Division of PNC Bank, National Association, its Special Servicer, a Secured Creditor as a holder of a first and superior mortgage upon the Property.

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~~1.79~~1.80 “Secured Lender’s Agreed Secured Claim” shall mean \$11,500,000 plus all of the Secured Lender’s costs, fees and expenses, including, but not limited to attorneys’ fees and special servicing fees that accrue from the Petition Date through the Property Transfer Date.

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~~July 1, 2015, which costs, fees and expenses shall not exceed \$100,000, until the Property Transfer Date. The fees, costs and expenses that accrue from July 1, 2015 through the Property Transfer Date shall not exceed \$100,000. The fees, costs and expenses that accrue from the Petition Date through June 30, 2015 are not subject to any cap, which amount shall be provided to the Debtor no later than the Effective Date or as otherwise agreed by the Debtor and Secured Lender.~~

~~1.801.81~~ “Secured Lender’s Allowed Secured Claim” shall mean \$13,536,050.37, plus accrued and accruing interest, fees and costs, ~~from the Petition Date through payment in full, in accordance with the terms of and other amounts owing pursuant to the Judgment and Order of Sale entered by the United States District Court for the Eastern District of Kentucky, the Loan Documents.~~ The Secured Lender’s Allowed Secured Claim is a first priority lien on and security interest in all of the Debtor’s Property.

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~~1.81.82~~ “Subordinated Claims” shall mean all Claims of Insiders of the Debtor and the Owner of the Debtor and treated pursuant to Article 5.5.

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~~1.821.83~~ “Taxes” shall mean all taxes owed to a governmental taxing unit, including but not by limitation, sales and use taxes, employment taxes, property taxes and all other taxes.

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~~1.831.84~~ “Term” shall mean that ~~the period of time beginning upon entry of the Confirmation Order and ending on the date on which the Debtor has paid all Allowed Claims in full, that this Plan shall remain in full force and effect, fixed at the earlier of (a) sixty (60) months beginning on the Effective Date, or that point in time when the Debtor has paid all the Allowed Claims of the Unsecured Creditors in full, which may extend beyond sixty (60) months, whichever is earlier; later, or (b) if the Debtor has exercised its option to an Early Payment Incentive to all Unsecured Creditors by paying 50% of the Allowed Claim within two (2) years from the Effective Date.~~ The Case ~~may shall~~ continue ~~to be pending~~ as a closed case subject to the provisions of Plan §6.4 until the events set forth in Plan §7.6 shall have occurred.

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~~1.841.85~~ “Unclassified Claims” shall mean those Claims described in Article 2 of this Plan.

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~~1.851.86~~ “Unknown Claim” shall mean a claim against the Debtor that existed on or arose before the Petition Date but was (a) neither listed nor scheduled in the Debtor’s Schedules and such creditor had no notice or actual knowledge of the pendency of the Case in time to comply with procedures relating to Bar Claims deadlines; or (b) neither listed nor scheduled in the Debtor’s Schedules and such holder had actual or constructive notice of the pendency of the Case but did not comply with the procedures relating to Bar Claims deadlines; or (c) a creditor of the Debtor that the Debtor was unaware that such a creditor existed and therefore did not list such Person in the Schedules.

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~~1.861.87~~ “Unsecured Claim” shall mean a Claim against the Debtor (a) which is not secured by any collateral, (b) which Claim is not entitled to any priority treatment under the Code, and (c) which Claim is not a Tax Claim.

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~~1.871.88~~ “Unsecured Creditor” shall mean a Creditor holding an Unsecured Claim.

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~~1.881.89~~ “Wastewater Facilities” shall mean those certain wastewater treatment and discharge facilities as described in the Assignment of Wastewater Facilities Agreement and Subordination of Fees dated as of May 16, 2013 by and among the Debtor, the Secured Lender and Little Joe’s, together with all related rights, property, interests, fees and permits.

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## ARTICLE 2

### Treatment of Unclassified Expenses and Claims

2.1 Allowed Administrative Expense. The Manager shall pay from the monthly Disposable Income to each holder of an Unclassified Claim on a *pro rata* basis an amount equal to its Allowed Administrative Expense after the date on which an Administrative Expense becomes an Allowed Administrative Expense by the entry of a Final Order. The following shall be deemed to be Unclassified Claims: ~~all Professionals and; U.S. Trustee’s Quarterly Fees; DellaValle, the Accountant and the Debtor’s Financial Advisors. Payments to Unclassified Claims shall begin and be paid monthly from the Disposable Income after the \$61,349.46 monthly Adequate Protection Payments to the Secured Lender’s debt and Schellers/Wyatt Tarrant Combs’ debts are paid per the terms of this Plan and, all operational expenses of the Manager and Estimated Tax Deposits but and before any other Classes 2, 3, 4 and 5 herein.~~

2.2 Applications for Allowance of Administrative Expenses. Any party in interest or Person as defined by the Bankruptcy Code seeking the allowance of an Administrative Expense, except the U.S. Trustee, shall file in the Court an application for an allowance of an Administrative Expense on or before twenty-one (21) days following the Effective Date to obtain an allowance thereof. Such allowances, as determined by the Court, shall be paid by the Manager from the Debtor’s Disposable Income in accordance with Plan §2.1. If any such application is not timely filed, then such claim shall stand as disallowed and be forever barred from being filed. The Debtor or any Creditor may object to any application and shall be responsible for obtaining a hearing date from the Court to hear such objection.

2.3 U.S. Trustee Fees. All fees payable to the United States Trustee have been paid or shall be paid in full on or before the entry of a Confirmation Order of the Plan. Thereafter, the Debtor’s obligation to pay United States Trustee fees shall continue until the Case is closed, dismissed, or converted, whichever occurs first, and said fees will be paid from the Disposable Income. The Debtor or Manager shall timely file all reports required by the United States Trustee until the case is closed, dismissed, or converted. The fees payable to the U.S. Trustee shall be paid *pro rata* with all other Unclassified Claims by the Manager as and when they become due pursuant to 28 U.S.C. §1930 out of the Debtor’s Disposable Income until the entry of an order

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~~closing the Case. The Debtor's obligation to pay such fees shall continue until the Case is either converted, dismissed, or closed pursuant to Plan §6.4, *infra*, whichever event occurs first. No personal assessment of U.S. Trustee fees shall be made against the Manager, Counsel or any Professional in their personal capacity. Any amount that the U.S. Trustee's Quarterly Fees that are not paid on a monthly basis is not deemed waived.~~

2.4 Payment of Post-Confirmation Fees and Expenses. After the Confirmation Date, the Manager shall pay from the Debtor's Disposable Income all reasonable fees and expenses incurred by the Professionals in connection with the Post-Confirmation implementation and consummation of this Plan, including the reasonable fees and expenses of Counsel for all legal services provided for or on behalf of the Reorganized Debtor, including any Adversary Action filed for or against them, and any appellate legal services rendered, the Manager, Financial Consultants, or the Accountant, including but not limited to the prosecution of all Article 5 claims and any other claims or causes of action that the Reorganized Debtor may possess and retain. Copies of such application shall be ~~made served~~ on the parties set forth in Plan §7.7, ~~*infra*, which shall be all attorneys of record via CM/ECF and on the holder of any Allowed Claim in Class 4 or Class 5.~~ If any Person disputes the reasonableness of any such invoice, such Person may file an objection with Counsel, with a copy to the Debtor and the Manager. Within ten (10) days from the date of the submission of such invoice, the Manager shall timely pay the undisputed portion of such invoice and the affected party shall, if unable to resolve the dispute by negotiation, file its objection with the Court for a judicial determination of the reasonableness of such invoice by motion, notice, and demand for a hearing. ~~The Debtor will not bring any claims or causes of action against Daniel E. Sexton, Jonathan Williams, or any companies related to either individual, but the Debtor hereby expressly retains the right to pursue all such claims and causes of action in the event this case is converted to a case under Chapter 7 of the Bankruptcy Code.~~

2.5 Provisions for Payment of Income Taxes. The following provisions shall apply to the Debtor's corporate income taxes:

2.5.1 Post-Petition Taxes. Post-Confirmation, the Reorganized Debtor shall comply with all applicable withholding and reporting requirements imposed by any federal, state or local tax units, and all of the Reorganized Debtor's future income shall be subject to any such withholdings or estimates' reporting requirements. The Debtor or Manager shall file all tax returns, as required by law or this Plan, to be filed as soon as practicable. The Reorganized Debtor shall sign such estimates and tax returns on behalf of themselves, and if any taxes or estimates of taxes are incurred by the Reorganized Debtor in the Case after the Effective Date and become due on and after such applicable taxing period, such taxes or estimated taxes shall be paid by the Receiver or Manager to such taxing entities to the extent funds are available to pay such taxes.

2.5.2 Estimated Tax Escrow. During the Term, the Estimated Tax Escrow shall be applied by the taxing units to the actual taxes owed and any

surplus in excess of actual taxes owed shall be refunded to the Manager for distribution to the Creditors pursuant to the terms of the Plan.

2.5.3 Tax Refunds. If a taxing unit makes a refund to the Reorganized Debtor of an overpayment, then the Reorganized Debtor shall pay over such funds to the Manager for distribution to the Creditors pursuant to the terms of the Plan.

2.6 Debtor's Counsel Post-Confirmation. The following provisions shall be applicable to Debtor's Counsel after entry of the Confirmation Order:

2.6.1 Duties of Counsel. Counsel shall continue as counsel and attorneys for the Reorganized Debtor until the date when all active matters pending before the Court are resolved by a Final Order.

2.6.2 Compensation of Counsel Post-Confirmation. Post-Confirmation, Counsel shall be paid his ordinary compensation for legal services rendered pursuant to Plan §2.6.1 from the Disposable Income without the need of further Court Order but in conformity with the provisions of Plan §2.4, *supra*

2.6.3 Resignation of Counsel. If Counsel resigns, then the Court ~~shall~~ may appoint a successor counsel recommended by the Reorganized Debtor, which new counsel shall become the Debtor's counsel upon entry of a Court Order of appointment and who shall then be subject to the provisions of this Plan as new Counsel.

2.7 Other Professionals Post-Confirmation. Post-Confirmation the Reorganized Debtor, the Manager or Counsel may retain or engage other professionals or expert witnesses to perform such duties and responsibilities under these Plan terms, which professionals need not be appointed by the Court and which professionals will be compensated by the Manager pursuant to the provisions of Plan §2.4, *supra*. ~~The Manager shall make the day-to-day business decisions relating to the operations of the business that are in the Debtor's best interest. Any major capital improvements shall include the input of the Owner.~~

### **ARTICLE 3**

#### **Classification of Claims and Interests**

The Allowed Claims and the interests shall be classified as follows:

3.1 Class 1 (Secured Lender - Secured Claim (Lien on Property)) shall consist of the Allowed Secured Claim of Secured Lender who shall be treated pursuant to the provisions of §5.1 *infra*.

3.2 Class 2 (Scheller - Secured Claim (Judgment Lien)) shall consist of the Allowed Secured Claim of Scheller, who shall be treated pursuant to the provisions of §5.2 *infra*.

3.3 Class 3 (Tax Claims) shall consist of the Allowed Tax Claims who shall be paid pursuant to the provisions of §5.3, *infra*.

3.4 Class 4 (Unsecured Claims) shall consist of the Allowed Unsecured Claims who shall be paid pursuant to the provisions of §5.4, *infra*.

3.5 Class 5 (Subordinated Claim) shall consist of the sole member of owners of the Debtor, being Daniel E. Sexton, as well as other Insider creditors, including Jonathan Williams, and shall be paid pursuant to the provisions of §5.5, *infra*.

3.6 Class 6 (Debtor) shall consist of the interests of the Debtor, which interests shall be treated pursuant to the provisions of §5.6, *infra*.

#### ARTICLE 4

##### Identification of Impaired Classes and Voting Classes

4.1 Impairment; Classes Entitled and Not Entitled to Vote. In conformity with Code §1124, all Impaired Classes of Creditors will be entitled to vote for or against the Plan. Only holders of Allowed Claims in a Class may vote; ~~holders of a Disputed Claim or a Disallowed Claim may not vote.~~ The Class 1 and 2 Secured Claims are impaired because they are being placed under the extended stay. Classes 3 and 4 are impaired because their rights have been altered and their payments are being paid on or beyond the Effective Date. The Class 5 Subordinated Claims are impaired because they are being disallowed until after Class 4 Unsecured Claims are paid in full and, as Insiders of the Debtor, are ~~not~~ entitled to vote but shall be deemed to have voted in favor Confirmation. Class 6 Debtor is not impaired and will not vote, but as Plan proponent will be deemed to have voted in favor of the Plan. ~~Pursuant to that certain "Order Establishing Procedure for Temporary Allowance of Disputed Claims for Voting Purposes," [Doc. #177], the Court will allow the Creditors holding Disputed Claims to vote and will decide whether such vote will be counted for or against confirmation of the Plan at the Confirmation Hearing.~~

4.2 Controversies. In the event of any controversy concerning the classification of any Claim, or of any Creditor, or whether any Class of Claims is or is not impaired under this Plan, the Court shall, after notice and hearing, determine such controversy, unless an agreed order is tendered resolving such controversy.

**ARTICLE 5**  
**Treatment of Classes of Claims**

5.1 Treatment of the Class 1 Secured Claim – Business (Secured Lender). The Allowed Secured Claim of the Class 1 Secured Creditor shall be treated as follows:

5.1.1 Class 1 – Secured Lender's Allowed Secured Claim. The Secured Lender ~~shall have its Secured Lender's~~ Allowed Secured Claim ~~—totals \$13,536,050.37, plus accrued and accruing interest, fees and costs from the Petition Date through payment in full, in accordance with the terms of the Loan Documents.~~ The Secured Lender's Allowed Secured Claim is a first priority lien on and security interest in all of the Debtor's Property.

5.1.2 In full and final satisfaction of the Secured Lender's Allowed Secured Claim, the Debtor may pay the Secured Lender's Agreed Secured Claim. ~~\$11,500,000.00 million, plus all of the Secured Lender's costs, fees and expenses, including, but not limited to attorneys' fees and special servicing fees, which costs, fees and expenses that accrue from July 1, 2015, shall not exceed \$100,000 (collectively, the "Secured Lender's Agreed Secured Claim").~~ ~~—Post-petition amounts received by the Secured Lender from the Receiver in the amount of \$111,000 on or about June 30, 2015 and \$130,000 on or about August 17, 2015 and \$65,000 on or about September 21, 2015 (collectively, the "Suspense Funds") shall be held in suspense by the Secured Lender and may be applied to payment of the Secured Lender's Agreed Secured Claim on the Property Transfer Date. The Suspense Funds are the Secured Lender's cash collateral.~~ Until the Secured Lender's Agreed Secured Claim is paid in full on the Property Transfer Date, (1) the Loan Documents shall remain in full force and effect; (2) the Debtor shall comply with all terms and provisions of the Loan Documents, as modified by the Confirmation Order; (3) the Debtor shall make monthly adequate protection payments to the Secured Lender on or before the first day of each month (with a ten calendar day grace period) in an amount equal to the Monthly Debt Service Payment amount of \$61,349.46, beginning on the first day of the month following the entry of a final and nonappealable confirmation order until the date of any sale, refinance or transfer of the Property under this Plan; and (4) the Debtor shall cause amounts equal to the monthly tax and insurance escrow required under the Loan Documents to continue to be escrowed.

5.1.3 To the extent Little Joe's claims any right, title and interest in the Property, including, but not limited to the Wastewater Facilities, any such right, title or interest is junior and subordinate to the Secured Lender's interest pursuant to, among other things, that certain Assignment of Wastewater Facilities Agreement and Subordination of Fees. [Doc. #10, Exhibit F]

5.1.4 Prior to the Confirmation Hearing, or as otherwise agreed by the Secured Lender in its sole discretion, Little Joe's and the Debtor each shall execute and deliver a Plan Support and Contribution Agreement, in a form acceptable to the Secured Lender in the Secured Lender's sole discretion, to the Secured Creditor pursuant to which Little Joe's agrees to contribute all of its right, title and interest in and to the Property, including, but not limited to the Wastewater Facilities to the estate, the Debtor and/or the Reorganized Debtor to be used in accordance with the terms of the Plan and agrees to be bound by the terms of the Confirmation Order and the Plan as if it were a debtor.

5.1.5 Within three (3) days after entry of a final and nonappealable confirmation order, the Debtor and Little Joe each shall execute the Plan Transfer Deed, in a form acceptable to the Secured Lender, and deliver the Plan Transfer Deed to the Secured Lender, to be held in escrow pending delivery in accordance with the terms herein.

5.1.6 If the Debtor is unable to sell or refinance the Property for an amount sufficient to pay the Secured Lender's Agreed Secured Claim within 181-days after September 15, 2015, being March 14, 2016, (the "Marketing Period"), the Property, including any and all right, title interest and/or claims of Little Joe's in and to the Property, including, without limitation, the Wastewater Facilities, the Suspense Funds and any other Cash or Rents held by or on behalf of the Debtor, all of which is the Secured Lender's cash collateral, will automatically transfer to and vest in the Secured Lender (or the Secured Lender's designee), free and clear of any and all liens, claims or interests, without the need for any further action by the Secured Lender, the Debtor or any other party and without any further Court Order. The Plan Transfer Deed will immediately be delivered by release from escrow to the Secured Lender or its assignee in full and final satisfaction of the Secured Lender's Allowed Secured Claim. The Secured Lender may, at its option and in its sole discretion, without further order of the Court or action by any other party, agree to extend the 181-day Marketing Period. To further evidence this transfer, the Secured Lender may, but is not required to, record the Plan Transfer Deed in the Official Records but no earlier than the 181-day Marketing Period. This transfer, and the execution and delivery of the Plan Transfer Deed shall each constitute the transfer, making or delivery of an instrument of transfer under a plan confirmed under 11 U.S.C. § 1129 and may not be taxed under any law imposing a stamp tax or similar tax. Alternatively, the Secured Lender may, at its option and in its sole discretion, without further order of the Court or action by any other party, accept an amount less than the amount of the Secured Lender's Agreed Secured Claim in full and final satisfaction of the Secured Lender's Allowed Secured Claim.

5.1.7 The Secured Lender is agreeing to accept the reduced amount of the Secured Lender's Agreed Secured Claim as an accommodation to the Debtor

and in settlement of a dispute for the purposes of this Plan only and only if the Secured Lender receives a cash payment of the full amount of the Secured Lender's Agreed Secured Claim within the Marketing Period or as otherwise agreed to by the Secured Lender, in the Secured Lender's sole discretion. If the Secured Lender does not receive such cash payment, the Secured Lender's agreement to accept the reduced amount of the Secured Lender's Agreed Secured Claim shall terminate, and shall be null and void, and the Secured Lender will be entitled to payment of the full amount of the Secured Lender's Allowed Secured Claim and any other or additional amounts owed to the Secured Lender under the Loan Documents and applicable law, and nothing in the Disclosure Statement, Plan or Confirmation Order shall constitute an admission concerning or waiver of amounts owed to the Secured Lender. If, however, the Secured Lender receives cash payment of Secured Lender's Agreed Secured Claim in accordance with the terms set forth herein, the Secured Lender shall surrender and return the original Plan Transfer Deed to the Debtor or its designee to allow a transfer or refinance of the Property and release its security, mortgages, liens and other encumbrances without any further claim against the Debtor and its officer, Daniel E. Sexton.

**5.1.8 The Secured Claim of this Creditor shall be subject to the extended stay set forth in Plan § 6.5, *infra*, and against all officers, directors, members, personal guarantors, including Daniel E. Sexton, except such stay shall be suspended during the Term to permit such Secured Creditor to communicate with the Reorganized Debtor in the ordinary course of business. If this Creditor's Secured Claim is timely satisfied as set forth above, then no claim by this Creditor shall exist against Daniel E. Sexton and, upon (i) (a) the Secured Lender's receipt of full payment of the Secured Lender's Agreed Claim or (ii) transfer of the Property to the Secured Lender; and (ii) Mr. Sexton's execution and delivery to the Secured Lender of a global release of any claims he may hold against the Secured Lender in a form prepared by the Secured Lender., Mr. Sexton shall be deemed released of any personal liability of any remaining balance, if any.**

5.2 Treatment of the Class 2 Secured Claims – Business (Scheller, ~~Greg and Heather~~ and Wyatt Tarrant & Combs). The Allowed Secured Claim of the Class 2 Secured Creditor shall be treated as follows:

5.2.1 Judgment Lien. ~~In full satisfaction of the Allowed Claims of Scheller POC #25 and Wyatt Tarrant & Combs POC #7, they shall be paid a combined amount of \$200,000 at the time of the debt owed to the Secured Lender is paid per the terms of this Plan.~~ The Allowed ~~Scheller~~ Claim of Scheller in POC #25 and the Allowed Claim of Wyatt Tarrant & Combs in POC #7 ~~are~~ are based upon the Judgment Liens filed by the Schellers in the Scott and Fayette County Clerk's Offices. In full satisfaction of the Allowed Claims of Scheller's POC #25 and Wyatt Tarrant & Combs' POC #7, they shall be paid a combined amount of

~~\$200,000 at the Property Transfer Date. time of the debt owed to the Secured Lender is paid per the terms of this Plan. Both of these The Allowed Scheller Claims shall be treated as an Allowed Secured Claim to the extent of their its their combined amount of \$200,000 proof of claim of \$212,184 \$155,934.42, plus interest at 5% per annum from December 30, 2014 until paid \$200,000 is paid on or before March 14, 2016 when the Secured Lender's Allowed Claim is paid according to the terms in this Plan. The Allowed Scheller and Wyatt Tarrant & Combs's Allowed Claims shall not be paid any adequate protection payments during the Term. Upon receipt of payment of \$200,000, the Schellers and Wyatt Tarrant & Combs shall release their judgment liens and any and all collateral in their possession. in full and is junior to the Secured Lender's Allowed Secured Claim. Beginning on the first day of the month following the Effective Date, January 1, 2016, the balance of the Allowed Scheller Claim of \$212,184 of \$155,934.42 plus accrued interest of \$5,682 from December 30, 2014 through the Petition Date, for an estimated total of \$161,616.42, shall will be repaid by the Debtor with regular monthly payments of \$2,250.541,714.19 as amortized over 10 years at 5%. These monthly payments of \$2,250.541,714.19 will be paid directly by the Receiver or Manager from Cash or Disposable Income until the Property Transfer Date, to the extent funds are available. The Debtor is specifically authorized and Scheller specifically agrees that if the Debtor pays Scheller \$140,000 within the 181 day Marketing Period from September 15, 2015, then Scheller shall release its claim against the Debtor and all co-borrowers and guarantors, shall be deemed to be paid in full, and shall release its judgment liens against the Debtor and all obligors under its promissory note(s). The Schellers may elect that part or all of its Allowed Claim may be treated as a Class 4 Unsecured Claim by agreement with the Debtor, which agreement shall be memorialized in writing and submitted to the Court for approval prior to the Effective Date.~~

5.2.2 The ~~Allowed~~ Scheller and Wyatt Tarrant & Combs Allowed Claims, the Judgment Lien and any interests that they ~~Schellers and Wyatt Tarrant & Combs~~ have in the Property or the Proceeds are junior to the Secured Lender's Allowed Secured Claim. Any transfer of the Property under the Plan, whether to a third-party, the Secured Lender or the Secured Lender's designee, shall be free and clear of the Allowed ~~Claims of Scheller and Wyatt Tarrant & Combs Claim~~, the Judgment Lien and any interests that they ~~Schellers~~ may assert in the Property or the Proceeds.

5.3 Treatment of the Class 3 Tax Claims. ~~After payment in full of the Unclassified Claims,~~ The Manager shall pay from the Disposable Income to the holders of the Tax Claims Pro Rata in this Class until paid in full ~~no later than five years from the Petition Date with payments to start after the Unclassified Claims, Class 1 and Class 2 Claims are paid in full.~~

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5.4 Treatment of the Class 4 Unsecured Claims. After payment of all Class 3 Tax Claims, the Manager shall pay from the Disposable Income to the holders of Class 4 Allowed Unsecured Claims ~~from the Unsecured Claims Pro Rata in this Class with all Disposable Income on a quarterly basis. until the end of the Term.~~

5.4.1 Early Payment Incentive. The holder of each Allowed Unsecured Claim has the option of electing to be paid 50% of its Allowed Claim within two years from the Effective Date, if such funds are available ~~Debtor has the option of paying 50% of the face amount of any loan document or note of any Allowed Claim, on or before the second (2<sup>nd</sup>) year anniversary from the Effective Date~~ with such payment being deemed as payment in full of said Claim. The holder of such Claim shall then be deemed to have released its claim against the Debtor, and ~~the all~~ Debtor's officers, ~~Daniel E. Sexton as co-borrowers~~ and/or guarantors, shall be released of any deficiency claim, judgments, judgment liens. Such election shall be made within the first anniversary of the Effective Date. The Manager does not have any obligation to accept such election by any particular Creditor, if in its business judgment, the Reorganized Debtor does not have the funds within which to pay said election.

5.4.2 Any Creditor holding an Unsecured Claim shall be subject to the extended stay during the Term as set forth in Plan § 6.5, *infra*, and against all officers, directors, members, personal guarantors, including Daniel E. Sexton and Jonathan Williams and any and all corporate affiliates of Sexton and Williams, including but not limited to, DES Realty, LLC, DS Realty, LLC, Jonathan C. Williams, P.S.C. After the Term ~~and when all Allowed Claims are paid, no all~~ co-borrowers, officers, directors, members, and guarantors shall be released of any deficiency Claim, if any, held by any Allowed Creditor holding a Disputed Claim, unless resolved by a final court order from a court of competent jurisdiction, settled by agreement between the respective parties, or paid in full or other arrangement between such parties. All state court litigation by any Creditor shall be stayed or dismissed, including but not limited to, the following as follows: the claimss of Theresa Kerr and Kevin Balcirak, et.al., shall be allowed to have a judgment entered in their favor but they shall not record any judgment lien or execute thereon during the Term, and the claims of Rebecca Feasby and Gary House shall be dismissed without prejudice and a statute of limitations tolling agreement entered into between the parties during the pendency of the Term. The above provision shall be included in the confirmation order is bold print.

5.5 Treatment of the Class 5 Subordinated Claims. ~~The Owner of the Debtor, Daniel E. Sexton, and Jonathan C. Williams shall both hold Allowed Class 5 Claims in the amount of \$3,200,000 as to POC #11, as a Class 5 Claim shall include the Unsecured Claims of both as Daniel E. Sexton, an Insiders, as scheduled in the amount of \$3,2\$3,807,674.0500,000~~

~~for improvements and contributions to the Debtor's Real Property and which both Claims is are deemed as a Allowed Claims under the Plan, as well as the Claims of other Insiders, if any. Any such distributions thereon shall be made directly to PBI Bank on behalf of said Insiders of Class 5 Claimants as both Claimants are liable to PBI Bank under the same note. No payment shall be made on account of an Allowed Class 5 Claim until all Allowed Class 4 Claims have been paid in full. Any Allowed Claim of Class 5 Subordinated Claims will shall receive distribution under the Plan on a pro rata basis after Class 4 Claims are paid in full. All Creditors holding Subordinated Class 5 Claims are not entitled to vote and are deemed to have voted in favor of this Plan, pending the ruling from this Court pursuant to this Court's "Order Establishing Procedure for Temporary Allowance of Disputed Claims for Voting Purposes" [Doc. #177]. After all Allowed Claims have been paid, the Owner's Equity shall be returned to him by the Equity Trust.~~

5.6 Treatment of the Class 6 Debtor. Upon the distribution of all funds to the Creditors treated herein, all of the Assets and Retained Assets shall revest in the Debtor free and clear of all liens, Claims and encumbrances of those Creditors treated herein.

#### **ARTICLE 6**

##### **Means for Execution of the Plan**

6.1 Manager and Receiver. The following provisions shall apply to the Manager:

6.1.1 Appointment of Manager and Receiver and Bond Requirement. In the Confirmation Order, ~~Foresite CFLane~~ shall ~~remain be appointed~~ as the Manager and Receiver until a new Manager is appointed by the Court after the Property Transfer Date, and the Court may, in its discretion, fix a fidelity bond for the Manager and his successors in conformity with Code §322(a), but not to exceed a face amount of any existing bond as ordered by the Receivership Order \$10,000. The Manager and Receiver and ~~their his~~ successors shall maintain said bond at such time or times for funds accumulating in ~~their his~~ hands throughout the Term, or such extended time fixed by the Plan. ~~Foresite, by its acceptance as Receiver or Manager, hereby consents to the jurisdiction of this Court.~~ The Court may waive the bond, or from time to time increase, reduce or alter the bonding terms herein. The cost of such bond shall be paid pursuant to Plan §2.1, *supra*. Any successor Manager shall likewise be required to have a fidelity bond and shall be subject to the jurisdiction of this Court.

6.1.2 Duties of the Manager and Receiver. The Manager and Receiver shall operate and manage the Debtor's Business and receive such funds under the Receivership Order and shall make all distributions pursuant to the terms of this Plan. All funds coming into the possession of the Manager shall be maintained by ~~him it~~ in its bank accounts. ~~It He~~ shall hold and disburse the same to the Entities and Creditors in accordance with the priorities set forth in Articles 2, 3, and 5, in

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conformity with the procedures set forth in Article 8, and pursuant to any other applicable term of this Plan or the Code. The Manager shall also file monthly reports of all financial transactions with copies of bank account statements and canceled checks with the Court and provide copies to the Reorganized Debtor, the U.S. Trustee and any Creditor who requests same. After the Secured Lender's Agreed Allowed Claim is paid in accordance with the terms of the Plan, the Manager and Receiver shall pay the Owner compensation as provided in Section 1.50, a fixed monthly fee of \$2,500, plus \$20 per hour for services related to his master electrician's license, mobile home dealer's license or Class 2 EPA waste water treatment license (as called upon by CFLane or other Manager), plus 10% of all cash rent received from any new tenants at the park that the Manager determines to have been referred to the park by Sexton, advises the Manager at the time of submission of its rental application that Sexton referred same to the park, all of which shall continue until the end of the Term. The Owner shall obtain reissuance of the EPA License and provide proof of same to CFLane or other Manager.

6.1.3 Monitoring of Disbursements. The Reorganized Debtor, the U.S. Trustee and any Creditor may monitor the collection, accounting, treatment, and distributions made by the Manager and Receiver and payments to any Professional employed by him. This monitoring shall be subject to the following:

6.1.3.1 Availability of Records. The Manager and Receiver shall make available his-their books, records, office, and personnel to the Reorganized Debtor, U.S. Trustee and any Creditor at any reasonable time, but so as not to interfere with the Manager's business or his personal practice of law, upon at least a 24-hour fax or e-mail notice.

6.1.3.2 Payment of Compensation. The Manager and Receiver shall be paid its customary fee, being similar to the compensation of CFLane, LLC, from Disposable Income.

6.1.3.3 Option to Remove Manager and Receiver. The Reorganized Debtor, any Creditor, interested party or the U.S. Trustee shall have the right to move the Court to replace the Manager and Receiver, but only for good cause. Any successor thereof shall be appointed by the Court subject to the bonding requirements in Plan §6.1.1 prior to taking possession of the funds for which the Manager and Receiver is responsible.

6.1.3.4 Resignation by Manager and Receiver. The Manager and Receiver may, at any time and for any reason, resign as Manager and Receiver by filing his notice of resignation in the Court. Any successor thereof shall be appointed by the Court subject to the bonding

requirements in §6.1.1 prior to taking possession of the funds for which the Manager and Receiver is responsible.

6.1.3.5 Duties and Authority of Manager and Receiver. Except as otherwise limited herein, the Manager and Receiver shall have authority to act pursuant to the terms of the Receivership Order, the Agreed Order, the Plan and/or the Confirmation Order, and to make distributions provided for in this Plan. The Manager and Receiver shall keep current all Post-Petition Taxes as well as all Post-Petition bills, expenses, invoice, charges and the like, incurred by the Debtor or Reorganized Debtor in the ordinary course of business, to the extent funds are available. CFLane ~~and/or Foresite~~ shall not start or continue with any capital projects or improvements without conferring with Daniel E. Sexton. The Debtor, Creditors or Owner of Debtor reserves all rights to seek a court order upon disputes or differences as to such decisions, the express consent of the Reorganized Debtor. If and when the Secured Lender's Agreed Claim is paid pursuant to the terms of the Plan ~~and Foresite is replaced with DellaValle~~, any new Manager to be appointed by subsequent court order DellaValle shall have the authority to make or continue with any capital improvements or projects upon consultation with at the direction of the Reorganized Debtor but all final decisions shall rest with the Manager. If there is a dispute with the Owner, the Manager any party shall have the right to seek Bankruptcy Court approval to resolve any differences for capital improvements if same can be shown to be in the best interest of the Estate.

6.1.3.6 Manager's Reports. Upon the distribution of all of the Disposable Income to be distributed by the Manager and Receiver under this Plan, he shall file with the Court his report of distribution pursuant to the provisions of Plan §7.6.1, *infra*.

6.1.3.7 Effectuating Documents. The Manager and Receiver ~~isare~~ hereby authorized to sign, execute, deliver, file or record such documents, contracts, releases and other agreements on behalf of the Debtor and/or the Reorganized Debtor and to take all such further action as may be necessary to effectuate and evidence the terms of this Plan and its responsibilities hereunder.

6.2 Provisions for Receipt and Distribution of Monies. The Creditors shall be paid their Allowed Claims from the Disposable Income.

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6.2.1 (A) Checking Accounts Maintained. Post-Confirmation and for the duration of the Term, the Reorganized Debtor will not need a bank account as the Manager will make all disbursements pursuant to the terms set forth below and in this Plan. Any funds collected by the Reorganized Debtor relating to the claims and causes of action reserved herein, including but not limited to, all Article 5 Claims of the Bankruptcy Code, may be deposited into Counsel's IOLTA Escrow Account for distribution to Unclassified Claims, Class 3 and then Class 4 Allowed Claims.

(B) Payments of Estimated Tax Deposits and Operational Expenses. The Manager (a) beginning on the Effective Date, or earlier if appointed by Court Order, shall open a bank account for the dedicated purpose of making deposits of the Estimated Tax Escrow and Estimated Insurance Escrow, (b) shall pay or transfer the Estimated Tax Escrow and Estimated Insurance Escrow into such reserve account, monthly and continuing to the end of the Term, for ultimate payments of taxes to the governmental taxing units. At the end of each tax year during the Term, the Manager shall pay its income taxes due the taxing units for the prior taxable year with the Disposable Income, if necessary, and (c) on a monthly or bi-weekly basis, the Manager shall pay all costs of operations, including but not by way of limitation, salaries, rent, Adequate Protection Payments and like and similar expenses in the ordinary course of business as specifically contemplated in this Plan.

(C) Payments of Disposable Income to Professionals. Beginning after the Effective Date and continuing thereafter until the Term, the Manager shall pay the Disposable Income payments, if available, to all Unclassified Claim, *pro rata* pursuant to this Court's Order authorizing any such fees and reimbursement of expenses to such Professionals, ~~DellaValle~~ and the U.S. Trustee's Fees. ~~If DellaValle becomes the Manager, it shall be paid \$4,500 per month plus all pass-through expenses.~~

(D) Payment of Disposable Income. Beginning after the Effective Date and continuing thereafter until the Term, the Manager shall pay all required distributions pursuant to the terms of this Plan.

(F) Distributions by the Manager. The Manager's distribution of the Cash, Disposable Income and Property Funds to the Creditors shall be in conformity with the provisions of Article 8 and any other provisions applicable thereto in this Plan *passim*.

6.3 Monthly Reports. The Manager and Debtor's obligation of filing monthly reports under the Court's Order and the U.S. Trustee's operating guidelines shall end and terminate upon the closing of the Case pursuant to Plan §6.4, and the Reorganized Debtor shall file only such reports as are required by the terms of this Plan.

6.4 Closing of Case. The Debtor may file a motion seeking to close this case upon proper motion and notice. After the closing of the Case, such closing shall (a) not alter, amend, revoke, or supersede the terms of the confirmed Plan, (b) not affect any rights of the Debtor, Unclassified Claimants, Creditors or any other Person treated under the Plan, (c) continue to cause the terms of the confirmed Plan to remain binding on all Persons, (d) cause all Orders of the Court to remain in full force and effect, (e) permit the entry of any Orders of the Court and the entry of the Discharge without re-opening the Case, (f) permit the Court to hear all objections to Claims without re-opening the Case, (g) except as set forth in this Plan, eliminate the Reorganized Debtor and Manager's obligation to file reports with the U.S. Trustee or this Court, (h) eliminate the Reorganized Debtor's obligation to pay U.S. Trustee fees, and (i) cause the Court to retain all jurisdiction set forth herein in Plan §7.3.

6.5 Implementation of Extended Stay as to Creditors. Except as specifically excepted by the terms of this Plan, on the Effective Date every Creditor, including but not limited to, a Creditor asserting or holding any Claim, including a nondischargeable Claim or Disputed Claim, shall be precluded and stayed from asserting or continuing to assert, pursue or collect or execute on any claim or judgment against the Debtor, the Debtor's Officer or Director, Members, Daniel E. Sexton, Jonathan C. Williams, including but not limited to, any of Sexton or Williams' corporations, any Claim that arose before the Petition Date, and the automatic stay under Code §362 shall be extended to the end of the Term or to the date of the entry of the Discharge, whichever is later in time. This injunction shall be set forth in bold print in the Confirmation Order.

6.6 Enforcement of Chapter 5 Claims. Per Code §§ 105(a), 1123(b)(3), and 1141(b), upon the Effective Date: all present and future rights, claims, remedies, defenses, setoffs, recoupments, interests, suits, actions, and proceedings belonging to or held by the Debtor and its estate against any Person, whether arising before or after the Petition Date, including but not limited to (a) the preference or fraudulent conveyance claims or other rights to recover money or property pursuant to Code §§ 542, 543, 544, 545, 547, 548, 549, 550, 551, or 553; or (b) any and all other claims, causes of action, avoiding powers or remedies arising under the Code or any other state or federal law, rule or regulation, shall be and hereby are reserved and deemed enforceable by the Reorganized Debtor, and shall survive and continue Post-Confirmation and shall not be considered abandoned from the case pursuant to Code §554. The Court shall include in the Confirmation Order appropriate provisions incorporating the terms set forth herein. Potential preferential and fraudulent transfer claims may include Daniel E. Sexton, Jonathan Williams, David Orwick, Greg and Heather Scheller, Wyatt Tarrant & Combs, and any other Creditor who may have filed or asserted a judgment lien within 90 days before the Petition Date, or received, transferred, garnished, executed or collected any funds of the Debtor within five (5) years before the Petition Date. The Reorganized Debtor is hereby authorized to prosecute and pursue any and all such claims and causes of action as set forth above. If there is any conflict of interest, separate counsel may be appointed by this Court. Separate counsel may be appointed by the Court, after application with this Court, for any conflicts of

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interest. The Reorganized Debtor will not bring any claims or causes of action against Daniel E. Sexton, Jonathan Williams, or any companies related to either individual, but the Debtor hereby expressly retains the right to pursue all such claims and causes of action in the event this case is converted to a case under Chapter 7 of the Bankruptcy Code.

Claims against Jonathan Williams: The Reorganized Debtor holds claims against its former business manager/Chief Financial Officer, Jonathan Williams, for fraud, theft, signing corporate checks without authority for personal use and benefit, embezzlement of the Debtor's funds and running a ponzi scheme. Specifically, Williams acted as the Debtor's CFO and certified public accountant from approximately 2006 through early 2014, representing to investors not known to the Owner of the Debtor, and some whom were clients of Williams, to loan money to Williams and/or his business and/or the Debtor and took substantially all of the money for his own personal use. On one occasion, Williams had an elderly lady client (Barbara XXX) lend him her entire life savings, representing that the "loan proceeds" would be used for the Debtor. He used her money for his own personal use. On many of the loans from the Creditors of Disputed Claims, he pledged the personal assets of the Owner of the Debtor as collateral and forged the Owner and Debtor's signature on the note. Such loans were made without the knowledge or consent of the Owner of the Debtor. On another loan, Williams borrowed \$80,000 from his client with the signature of the Debtor and its Owner, deposited the money into the Debtor's account and immediately wrote checks to himself for about the same amount, all without the permission of the Debtor or its Owner. Williams had been hired and authorized to pay the expenses of the Debtor from the Debtor's bank account, prepare the appropriate tax returns and act as day-to-day manager. In 2013, Williams formed a company known as GME, LLC, in August, which opened a bank account or accounts whereby Williams received or borrowed money from his own clients and deposited the funds into GME, LLC's account or his own CPA business account of Jonathan C. Williams, CPA, PSC. This company was incorporated on April 12, 2005 and is currently listed in Kentucky's secretary of state's website as active and in good standing. Some loan proceeds were deposited into the Debtor's bank account, where Williams would immediately write checks from those accounts to himself or to his own company for his personal use. Such funds were not utilized by the Debtor or authorized by the Debtor. Williams formed other companies in the Secretary of State's Office that were related to the Debtor, the exact relation, however, is still under review. On August 11, 2010, Williams filed Articles of Organization for Georgetown Mobile Estates II, LLC, with Williams as registered agent and manager with the principal office located at 105 Yates Court, Nicholasville, KY. Its assumed name as Spindletop MHP, Spindletop Village MHP or Ponderosa MHP. It was administratively dissolved on September 11, 2012. The Debtor has discovered approximately \$1.2 million in unauthorized checks and transfers relating to funds borrowed from Creditors holding Disputed Claims that were either (i) never received or used by the Debtor or (ii) were used for Williams' personal use and benefit without permission. The Debtor intends to pursue all claims against Williams afforded under law. On May 14, 2015, the Debtor filed a complaint with the Kentucky Board of Accountancy to report violations of mismanagement of client funds relating to the Debtor and for failing to file tax returns from 2010 through 2014 after the Owner of the Debtor signed same. As of current, the Debtor has not had any funds to pursue claims against Williams because the

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~~Receiver was appointed in June 2014. As such, the Debtor intends seek the appointment of an attorney, either on an hourly basis or a contingency fee basis, to pursue such claims upon proper application and notice to all Creditors.~~

6.7 Provisions Relating to Default. Upon and after the Effective Date, the following provisions shall be applicable to the Reorganized Debtor:

6.7.1 Default of Plan. Notwithstanding any provision hereof, this Plan shall go into default upon the occurrence of any one or more of the following events if the Reorganized Debtor or the Manager shall: (a) sell or refinance the Property for an amount insufficient to pay the full amount of the ~~Trust's Secured Lender's~~ Agreed Claim, without the Secured Lender's consent; (b) fail to deliver the Property Transfer Deed to the Secured Lender within three days after entry of a final and nonappealable Confirmation Order or as otherwise extended by the Secured Lender, within its sole discretion; (c) impede, prevent or attempt to prevent the Property from transferring automatically to the Secured Lender upon the Debtor's failure to sell or refinance the Property for an amount sufficient to pay the Secured Lender's Agreed Claim within the Marketing Period, or such additional time as the Secured Lender may agree, within its sole discretion; (d) fail to make the payments required by the Plan, including, but not limited to, the Adequate Protection Payments, plus any grace period; (d) fail to pay the net Property Funds as required by the Plan's terms; (e) fail to comply with the terms of the Loan Documents, as modified by the Confirmation Order; or (f) fail to substantially comply with any of the Chapter 11 provisions applicable to them after Confirmation either by the Code or by this Plan. This Plan shall also go into default if Little Joe's shall fail to comply with its obligations under the Plan, the Plan Support and Contribution Agreement and the Confirmation Order.

6.7.2 Notice of Default and Right to Cure Default. If the U.S. Trustee or any Creditor seeks a determination of default, notice of said default shall be given to the Reorganized Debtor and Manager by sending a written notification of default providing a minimum ten (10) calendar day opportunity to cure the default; if the Reorganized Debtor or Manager has not cured the default by the end of such cure period, then either the U.S. Trustee or the Creditor, as appropriate, may file a written notification of default with the Court. Within ten (10) calendar days after the written notification of default is filed (the "Filed Notice Period"), the Debtor may file a written objection or motion with respect to the default and may seek the Court's determination that a default has not occurred. If the Debtor timely files a written notice or objection and seeks a hearing within the Filed Notice Period, but the Court is unable to hold the hearing within the ten calendar day period, the "Filed Notice Period" shall be extended until such time the Court is able to hold such hearing on an emergency or expedited basis.

6.7.3 Remedies in Case of Default. If the Debtor fails to timely cure the default or to timely obtain the Court's determination that the Debtor is not in default, the Debtor shall be in default and the U.S Trustee or the Creditor shall be entitled to exercise any and



all rights and remedies under the Plan, any governing agreement (including, with respect to the Secured Lender, the Loan Documents), and/or applicable law. The appropriate remedy, may also include dismissal, conversion, sanctions or such other remedy or remedies decided by the U.S. Trustee, the Creditor and/or the Court, in each of their discretion, as applicable.

6.8 Discharge. Upon the filing of the final report of distribution pursuant to Plan §7.6.2, *infra*, the Debtor shall be discharged of (a) all Claims treated by this Plan but only after - Class 4 Allowed Unsecured Claims are paid in full~~even if such Claims have not been paid in full~~; (b) all Claims listed in the Schedules unless such Claims are reaffirmed in conformity with the provisions of Code §524(c) and Rule 4008; (c) all Unknown Claims; (d) all amounts not covered by insurance that are disallowed hereunder; and (e) all Disallowed Claims, but shall not be discharged of the taxes.

6.9 Provisions for Abandoned Assets and Property Taxes Thereon, if applicable. (a) Notwithstanding any notice provisions of Local Rule 6007-1(a), all Abandoned Assets, if any, if not otherwise liquidated, sold, transferred or abandoned prior to the Effective Date, shall (i) be deemed abandoned from the jurisdiction of the Court pursuant to Code §554 on the Effective Date; (ii) the automatic stay and any extended stay shall be lifted as applicable to such Abandoned Assets; (iii) any Creditor holding a lien or mortgage on such Abandoned Assets or an asset owned by an Entity that is an Abandoned Asset shall be allowed to sell or to foreclose on their collateral; and (iv) any resulting shortfall or Deficiency Claim may be allowed as an Unsecured Claim in Class 4. Property Taxes shall remain on all Abandoned Assets and shall not be paid by or treated under the terms of this Plan. (b) Nothing herein in this Plan shall be construed to be a limitation on the enforcement and collection of the Property Taxes from the Abandoned Assets by the appropriate governmental tax unit or units. Nothing in this paragraph shall be interpreted to prevent the collection or the pro-rating of Property Taxes in a sale of any Abandoned Asset. (c) If any Abandoned Property is encumbered to a Secured Creditor, after liquidation of such property producing a surplus above the debt owed to such Secured Creditor, such surplus, notwithstanding its source, shall be delivered to the Manager as Disposable Income and distributed by him to the Unsecured Creditors pursuant to the terms of this Plan *passim*.

6.10 Subordination Rights. ~~Except as to the holders of Unsecured Claims in Classes 3 and 4, the classification and manner of satisfying all Claims and interests and the respective distributions and treatments hereunder take into account and/or conform to the relative priority and rights of the Claims in each Class of the Debtor in connection with any contractual, legal and equitable subordination rights relating thereto whether arising under general principles of equitable subordination, Code §510(b), or otherwise, and any and all such rights are settled, compromised and released pursuant to this Plan. The Confirmation Order shall permanently enjoin all Persons and Entities from enforcing or attempting to enforce any such contractual, legal and equitable subordination rights satisfied, compromised, and settled in this manner. This provision intentionally omitted.~~

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6.11 Exculpation for Post-Petition Events and Limitation of Liability. Except for fraud, gross negligence or gross mismanagement, Counsel, Accountant, Financial Consultants, and any Professional shall not have or incur any liability to, or be subject to any right of action by, the Debtor, the Creditors, any holder of a Claim or interest, or any other Person or any of their respective agents, shareholders, employees, representatives, attorneys or affiliates, or any of their successors or assigns, for any act or omission in connection with, relating to, or arising out of, (a) any act taken or omitted to be taken before, on or after the Petition Date through the Effective Date, (b) the Disclosure Statement, the Plan, and documents necessary to effectuate the Plan, (c) the solicitation of acceptances and rejections of the Plan, (d) the Debtor's Case or its filing thereof, and (e) the administration of the Plan. In all respects the aforesaid Professionals shall be entitled to rely reasonably upon the advice of counsel with respect to their duties and responsibilities under the Plan. **All of the foregoing provisions of this section shall be placed in the Confirmation Order.**

6.12 Authorization on Encumbrance of Certain Assets and Post-Confirmation Borrowing and Sales. During the Term and consistent with the terms of the Plan and Confirmation Order, the Reorganized Debtor (a) may sell or refinance by a mortgage or lien any of its Assets or Retained Assets in order to pay the Secured Lender's Agreed Allowed Claim within the Marketing Period to pay the holders of Secured Claims in Classes 1 and 2 and the Unsecured Claims in Class 3 and 4 in conformity with the payback terms of this Plan; but (b) shall not intentionally suffer, allow, permit, or cause any diminution in the values of any of the Assets or Retained Assets, except for depreciation and ordinary wear and tear.

6.13 Claims Covered by Insurance. If any Creditor, any holder of an Unknown Claim, or any claim that arises during the Term against the Debtor or Reorganized Debtor, which claim is covered by insurance, such claim shall stand disallowed *ipso facto* and without the need of a Court Order, but (a) the extended stay pursuant to Plan §6.5, *supra*, shall be automatically lifted and suspended; (b) the holder of such claim may pursue the Reorganized Debtor by name in any forum having appropriate jurisdiction, and (c) any recovery from the Reorganized Debtor shall be limited solely to insurance proceeds actually recovered as a result of a judgment on or settlement of such claim, and the Reorganized Debtor shall have no obligations otherwise to the holder of such claim. Such claimant shall have no right to seek allowance of an Administrative Expense or of an Unsecured Claim in Class 4.

6.14 Release of Claims Against Creditors. Upon the earlier of payment of the Secured Lender's Agreed Allowed Claim within the Marketing Period or the Property Transfer Date, the Reorganized Debtor shall be deemed to have released and discharged: (a) any and all claims that it may have against Secured Lender treated in this Plan (and their respective parents, subsidiaries, divisions, affiliates, predecessors, successors, assigns, directors, officers, representatives, employees, insurers, attorneys and agents, if any) (whether any of which are past, present or future) and (b) and the former entities' liabilities, obligations, actions, suits, demands, and claims of whatever kind or nature, known or unknown, now or in the future, which the Debtor now has, had or may have, whether at law or in equity, whether in contract, tort, or any other theory of recovery, through the Effective Date. Upon the Reorganized Debtor's

Discharge, the releases by the Reorganized Debtor given in this paragraph shall be deemed to have been given at [the earlier of payment of the Secured Lender's Agreed Allowed Claim within the Marketing Period or](#) the Property Transfer Date.

6.15 Provisions Applicable to Future Income Taxes. The following provisions shall be applicable to the Debtor on or after the Petition Date:

6.15.1 Taxes Priority. If the Reorganized Debtor has incurred or does incur any taxes granted a priority under Code §507(a)(8), then such taxes shall be granted a priority by the Court in this Case.

6.15.2 No Discharge of Taxes. To the extent that a priority tax mentioned above remains unpaid upon the entry of the Discharge, such tax liability shall not be discharged by the Debtor's Discharge and such taxes shall survive the lapse of the Term, the dismissal, conversion and/or closing of this Case.

6.15.3 Current Income Taxes. Any unpaid tax liabilities of the Debtor arising between the Petition Date and the Confirmation Date will be paid in full on or before March 14, 2016 or such time extensions obtained by the Reorganized Debtor, whichever event occurs later, by the Manager.

6.15.4 Setoff. The taxing units may preserve and exercise all rights of setoff afforded by Code §553 and may offset any tax refunds due the Debtor against any outstanding tax liabilities owed by the Debtor.

6.15.5 Payment Addresses. All payments to the Internal Revenue Service shall be made payable to the United States Treasury and sent to Attn: Michael Little, Internal Revenue Service, Special Procedures Division, 600 Dr. Martin Luther King Jr. Place, Room 651, Louisville, KY 40202; and all payments to the Kentucky Revenue Cabinet shall be made payable to the Kentucky State Treasurer and sent to the Kentucky Revenue Cabinet, Attn: Leann Warren, Legal Branch-Bankruptcy Section, PO Box 5222, Frankfort, Kentucky 40602. The addresses in this section may be changed upon request of the appropriate taxing unit by notice to the Manager.

6.15.6 No Request for Administrative Expenses. Notwithstanding the provisions of Article 2, *supra*, the taxing units shall not be required to file a request for payment of Administrative Expenses or related tax penalties to have an Administrative Expense Claim. Any penalties relating to an Administrative Expense Claim shall also be entitled to allowance and priority and shall not be subject to subordination or discharge.

6.15.7 Tax Liens. To the extent that any tax liens attached to any property owned by the Debtor more than ninety (90) days prior to the Petition Date in this

Case, such property shall remain subject to such tax liens until such time as the amount of such taxes has been fully satisfied. Upon satisfaction of the taxes, the taxing unit shall promptly release the lien.

6.15.8 Failure to Make Tax Deposit. If the Manager (a) fails to make any deposits of any currently accruing income, employment, or other tax liability, (b) fails to make payment of any tax to the taxing units within ten (10) days of the due date of such deposit or payment, or (c) if the Manager or Debtor fails to file any required tax return by the due date of such return, then the taxing units may, after written notification of default to the Debtor set forth in Plan §6.7, *supra*, providing an opportunity to cure the default within six (6) months from September 15, 2015, declare that the Debtor is in default of the Plan. Failure to pursue remedies for default as detailed herein does not constitute a waiver by the taxing units of the right to pursue any such default remedies at a later date.

6.15.9 Collection of Taxes after Default. Following written notification of default to the Debtor by the taxing units, as outlined above, and the Debtor's failure to cure such default within six (6) months, the entire liability due the taxing units, together with any unpaid current liabilities, shall become due and payable immediately and the taxing units may collect any unpaid liabilities through the administrative collection provisions of the taxing units. Upon default, the extent of the taxing units' lien(s) for any such imposed liabilities and/or unpaid current liabilities shall not be limited to, or by, any amount previously specified or agreed within the Debtor's Plan as representing the extent to which the claims of the taxing units are secured.

6.15.10 Suspension of Time Limitations. The period allowed to the taxing units to collect the assessed taxes, interest, penalties, and any other additions thereon, which are still owed by the Debtor after the Plan's Effective Date shall be suspended for the period of time that payment of these tax debts are made according to this Plan's terms, unless and until a default of these payments shall occur, and for six months thereafter. A default regarding payments shall have occurred when (a) a payment of the tax debt has not been timely made, (b) the taxing units have provided the Debtor with written notice of the default, and (c) the Debtor has failed to cure the default within six (6) months of the mailing of the written notice of default to the Debtor.

6.16 Subordination of Insiders' Claims. ~~The Owner's Unsecured Claim being Daniel E. Sexton, listed in Schedule F of the Schedules, as well as the claims of other Insiders, including Jonathan Williams, Class 5 Claims~~ shall be subordinated and will receive distribution from Disposable Income only after payment in full of Class 4 Unsecured Claims until the end of the Term. The Owner may receive compensation during the Term but only as provided for in Section 1.50 the Budget and only after the Secured Lender's claim is satisfied. The supervision and management of the Reorganized Debtor shall be subject to the provisions in Plan §6.18, which

the Manager shall make day-to-day business decisions and any disagreement on capital improvements may be resolved by court order.

6.17 Post-Confirmation Management of the Debtor. ~~On the Effective Date or earlier by Court Order,~~ CFLane, LLC, shall ~~continue be relieved in the performance of its his duties (except for his request to the Court for compensation) and the operations of the Reorganized Debtor until shall be turned over to and performed by the new mManager after the Secured Lender's debt is paid pursuant to the terms of this Plan and as ordered by the Court in connection with the dueling finance hearing. The Court may consider any manager to be the new Manager at the dueling finance hearing, including CFLane.~~ Any new financing shall not use CFLane as the new mManager. No Class 4 Unsecured Creditor or Jonathan Williams shall be the new manager or have any ownership interest or be employed or involved with the management of the Debtor. The Owner shall not be the new mManager until after Class 4 Unsecured Claims are paid in full.

6.18 Appointment and Powers of the Manager. The Court's approval of the appointment and his powers of the Manager and Reorganized Debtor are set forth specifically in this Plan. The Manager shall have all the powers as authorized by this Plan only. After the Marketing Period, the Reorganized Debtor shall have all the powers authorized by Code §§ 1106(a) and (b) and §1107. ~~Any claim that exists under Section 704(a) is preserved during the Term. The Manager shall be deemed to have consented to the jurisdiction of this Court for purposes of the Plan. The Manager may appoint Counsel to pursue the Manager's duties under Section 704(a)(4), (a)(5), (a)(7), (a)(8), and (a)(9).~~

## **ARTICLE 7**

### **General Provisions**

7.1 Modification of Plan. Substantial consummation shall be deemed as of the ~~Property Transfer Effective Date~~ date of the entry of the Confirmation Order. The Debtor may propose amendments to or modifications of this Plan under Code §1127 at any time prior to the ~~entry of the Confirmation Order~~ Property Transfer Effective Date. After the ~~Confirmation Date~~ Property Transfer Effective Date, the Reorganized Debtor may (a) remedy defects or omissions or reconcile any inconsistencies in this Plan as may be necessary to carry out the purposes and intent of this Plan or as shown in the Disclosure Statement so long as the interests of the Creditors are not materially and adversely affected; (b) propose modifications to modify the Plan only to the extent of specific reservations of the right to modify as are contained in this Plan ~~contained in this Plan and passim~~ and as otherwise permitted by Code §1127 or (I) prior to the Property Transfer Date, as agreed with the Secured Lender, the Reorganized Debtor and the majority of Class 4 Creditors and (II) after the Property Transfer Date, as agreed with the Reorganized Debtor and the majority of the Class 4 Creditors. ~~as agreed with by the Secured Lender and the majority of number of claims and 2/3rd dollar amount of Class 4.~~ Any Creditor shall have the right to object and to argue for or against any modification proposed by the

Reorganized Debtor, but any motion to modify the confirmed plan may be brought by the Reorganized Debtor on opportunity notice.

7.2 Exemption from Certain Transfer Taxes: Pursuant to Code § 1146(a), the delivery of any instrument of transfer under, in furtherance of, or in connection with the Plan, including but not limited to deeds, bills of sale, assignments, or other instruments of transfer, shall not be subject to any stamp tax or similar transfer tax. The authority of the Reorganized Debtor to execute, deliver, file or record any of the aforesaid documents shall end upon conversion, if any, to Chapter 7 of the Code.

7.3 Retention of Jurisdiction. The following provisions shall upon Confirmation, be applicable to this Case and the Debtor:

7.3.1 General Retention. The Court shall retain all legally permissible jurisdiction, including that necessary to insure that the purpose and intent of this Plan are carried out, to hear and determine all Claims, and to determine any matter treated in this Plan.

7.3.2 Resolving Disputes. The Court shall further retain jurisdiction Post-Confirmation for the purpose of resolving all disputes concerning the meaning and effect of any of the Court's Orders, including the Confirmation Order, and the application or interpretation of any provision of this Plan.

7.3.3 Specific Retention. The Court shall retain jurisdiction for the following additional specific purposes after the Confirmation Date: (a) to modify this Plan pursuant to the Code and the Bankruptcy Rules, (b) to hear any objections to proposed modification; (c) to enforce performance by the Reorganized Debtor of its obligations to make distributions under this Plan and any other obligations and duties; (d) to enforce and interpret the terms of this Plan; (e) to enter such orders, including injunctions, as are necessary to enforce the title, rights and powers of the Reorganized Debtor and to interpret such limitations, restrictions, terms, and conditions on such title, rights and powers as may be necessary; (f) to enter an order concluding, terminating and/or closing this Case; (g) to decide issues concerning federal, state and local tax reporting and payment which arise in connection with the Confirmation, execution or performance of this Plan; (h) to continue hearings on adversary actions after entry of the Discharge and the filing of the final report; and (i) to determine and enter final orders in all adversary proceedings, if any, pending on the Confirmation Date or filed thereafter.

7.4 Distribution Pending Stay on Appeal. Any stay pending appeal shall apply only to amounts in controversy and distribution of amounts not in controversy shall continue in accordance with the terms of the Plan.

7.5 Extensions of Time. Notwithstanding any time limitations in this Plan, the Court may for good cause shown extend such time limitations; provided, however, the Court shall not grant any extension or extensions of time for the Manager to make payments under the terms of this Plan, except upon a showing by the Reorganized Debtor of special circumstances that would justify such extension, or upon and with the agreement or approval of the holders of the Unsecured Claims in Class 4.

7.6 Post-Confirmation Actions, Reports and Final Decree. After Confirmation of this Plan, the following events shall occur:

7.6.1 Reports of Distribution of Cash. After distribution of the Disposable Income, the Manager shall file with the Court his report of receipts and disbursements of the Cash. Debtor's Counsel may assist the Manager is compiling the Allowed Unclassified Claims and the Allowed Claims for Class 3 and 4 Creditors.

7.6.2 Final Report. After final distribution of the Disposable Income, the Reorganized Debtor, Counsel, Manager or the Accountant shall file a report of final distribution with the Court in conformity with Local Rules 4004-3(a) or 4004-3(b).

7.7 Notices. After Confirmation, any notice, report, motion, or filing required to be given to the Reorganized Debtor, the Manager, or a Creditor pursuant to this Plan, the Code or the Bankruptcy Rules shall be in writing and, if sent by e-mail, shall be deemed to have been given when sent, but if mailed, shall be deemed to have been given three (3) days after the date sent. If such notice is sent by mail it shall be sent by first-class mail, postage prepaid. All notices shall be sent as follows:

If to Counsel, to:

Matthew B. Bunch, Esq.  
Peter J. W. Brackney, Esq.  
Bunch & Brock  
805 Security Trust Building  
271 West Short Street  
Lexington, KY 40507  
(859) 254-5522  
matt@bunchlaw.com

ATTORNEYS FOR THE REORGANIZED DEBTOR

If to the Reorganized Debtor, to:

Daniel Sexton  
PO Box 846  
Paris, KY 40362  
(859) 221-3002  
dansexton1@att.net

If to the Manager before March 14, 2016, to:

CFLane  
c/o Ellen Arvin Kennedy, Esq.  
Dinsmore & Shohl, LLP  
250 W. Main Street  
Lexington Financial Center  
Suite 1400  
Lexington, KY 40507  
(859) 425-1020  
ellen.kennedy@dinsmore.com

Foresite Realty Partners, LLC

c/o Donald A. Shapiro, Receiver  
5600 North River Road, Suite 925  
Rosemont, IL 60018  
(847) 939-6020 Fax: (847) 939-6029  
dshapiro@foresiterealty.com

If to the Manager after March 14, 2016, to:

Dellavalle Management Group  
c/o Glen Dellavalle  
3151 Beaumont Center Circle  
Lexington, KY 40513  
(859) 273-6000  
glen@DELLAMGMT.COM

If to Secured Lender, to:

Gregory A. Cross  
Catherine Guastello Allen  
Venable, LLP  
750 E. Pratt Street, Suite 900  
Baltimore, Maryland 21202  
(410) 244-7725  
GACross@Venable.com



cgallen@venable.com

If to the U.S. Trustee, to:

Rachelle C. Dodson, Esq.  
Assistant U.S. Trustee  
100 East Vine Street, Suite 500  
Lexington, KY 40507  
(859) 233-2822  
rachelle.c.dodson@usdoj.gov

7.8 Reduction of Notice Periods. Notwithstanding Bankruptcy Rule 2002, the notice period applicable to service of any notice on the Debtor, Counsel, the Accountant, the Manager, any Professional or a Creditor otherwise applicable pursuant to the provisions of the Code, the Bankruptcy Rules or this Plan, is reduced to a fourteen (14) day period, with the exception of any applicable notice period relating to modification of the Plan after Confirmation, which notice period shall be twenty-one (21) days.

7.9 Transfer of Claims. Claims may be transferred but such transfer will be honored only if applicable Notice is given to Counsel, the Reorganized Debtor and the Manager and only in accordance with Bankruptcy Rule 3001. Pre-Confirmation transfers of Claims shall be recognized if the transfer was done in accordance with Bankruptcy Rule 3001(e).

7.10 Captions. Paragraph captions used herein are for convenience only and shall not affect the construction of this Plan.

7.11 Exhibits. All references to any exhibit herein shall be construed as references to an exhibit attached to this Plan and such exhibit shall be considered incorporated herein by this reference, the same as if set forth at length herein.

7.12 Choice of Law. Except to the extent that the Code or other federal statutes, case law, or regulations are applicable, the rights and obligations arising under the Plan shall be governed by, construed, and enforced in accordance with the laws of the Commonwealth of Kentucky. In the event of an inconsistency between the terms of this Plan and the laws of the Commonwealth of Kentucky, the terms of this Plan shall prevail.

7.13 Binding Effect. The rights and obligations of any Person named in, or referred to, or affected by this Plan shall be binding upon, and shall inure to the benefit of, the successors, heirs and assigns of such Person.

—7.14 Dueling Financing and Creation of an Equity Trust. The Debtor will and any Creditor or Interested Party may seek Bankruptcy Court approval of any financing necessary to pay off the Secured Lender's Agreed Claim on the Property Transfer Date to be paid in this Plan

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and any other financing that it deems to be in the best interest of the Estate. On the Property Transfer Effective Date, ~~the Owner shall pledge transfer his equity in the Debtor to an Equity Trust within thirty (30) days after on the Effective Date to be held therein until pending payment in full of all Allowed Class 4 Allowed Claims. Once Class 4 Allowed Claims are paid in full, said Equity shall be returned to the Owner. No Creditor shall knowingly have any ownership interest in or management of the new lender or of the Debtor's operations. Upon request, the Bankruptcy Court may appoint a disinterested person to serve as trustee for the Equity Trust. The Equity Trust shall be created by separate court order within thirty (30) days after on the Effective Date, which the Bankruptcy Court may appoint a disinterested person to act on behalf of the Trust. The Trust's sole purpose is to hold and pledge as security until Class 4 Unsecured Claims are paid in full, or collateral said Equity to any new lender, subject to final approval if approved by this Court, and then convey same back to the Owner after - Once all Class 4 Allowed Claims in Class 4 are paid in full, the Equity Trust shall convey said Equity to the Owner. The Court may consider any motion for the approval of new financing but the Debtor shall have until fourteen (14) days prior to the Court's February 2016 motion hour within which to present and seek approval of its new lender.~~

Any party that intends to present new financing to the Court for approval must provide notice of the amount and terms of any proposed new financing to the Secured Lender at the same time such application is filed with the Court.

**ARTICLE 8**  
**Provisions Governing Allowances of Claims and Distributions**  
**From the Post-Confirmation Estate**

8.1 Proofs of Claim, Allowances, Bar Dates, and Time Limitations. The allowance of Claims for distribution purposes shall be as follows:

8.1.1 Distribution Based on Allowed Claims Only. No Creditor shall receive any distribution under this Plan unless such Person holds an Allowed Claim.

8.1.2 Filing of Proofs of Claim. Except as provided in Plan §8.1.2.3 and Plan §8.2, *infra*, except for the Secured Lender, no Creditor shall receive any distribution under this Plan unless such Person files or has filed a Proof of Claim with the Court on or before the Bar Date and such Claim becomes an Allowed Claim; provided, however, that any Creditor granted an Allowed Claim pursuant to the terms of this Plan shall not be required to file a Proof of Claim. All Creditors who have already filed a Proof of Claim may not amend it to a higher amount and may not file additional Proofs of Claims. The Secured Lender, Scheller, Wyatt Tarrant & Combs and Sexton have Allowed Claims per the terms of this Plan, even if a proof of claim is not filed by them.

8.1.2.1 Business or Corporate Claims. If any Person files a Proof of Claim on a debt arising from the operation of the Debtor's business operations, such Creditor shall attach evidence thereto of the Debtor's corporate liability for such Claim, or such Claim shall be a Disallowed Claim and shall not receive any distribution pursuant to the terms of this Plan.

8.1.2.2 Deficiency Claims. A Claim that becomes a Deficiency Claim shall *ipso facto* be deemed an Unsecured Claim. The Secured Lender shall not be entitled to a Deficiency Claim under the terms of this Plan.

8.1.2.3 Challenge of Disallowance. Nothing herein shall preclude a Creditor whose Claim has been disallowed pursuant to Plan §§8.1.2.1, *supra*, above from seeking a reversal of its disallowance from the Court by motion, notice and a hearing.

8.1.3 Bar Date. **The time within which a Creditor must file a Proof of Claim shall be on or before November 9, 2015, notice of which shall be included in bold print in the Confirmation Order. The Secured Lender shall not be required to file a proof of claim. -Any Creditor who has previously filed a Proof of Claim shall not be required to file a new Proof of Claim and holders of Unknown Claims shall be exempt from the Bar Date but shall be required to file their Proofs of Claim pursuant to the time limitations set forth in Plan §§8.2.2 and 8.2.3, *infra*.**

8.1.4 Late Claims. Any Claim not timely filed pursuant to the terms of this Plan and specifically Plan §8.1.2, *supra*, shall *ipso facto* be a Disallowed Claim. The Reorganized Debtor or Counsel shall file an objection, notice or motion to disallow such late claim with the Court. The rights of judicial review pursuant to Plan §8.1.2.3 shall be available to any aggrieved creditor.

8.1.5 Time for Objections and Objections to Claims; Proof of Claim by Owner. (a) The Reorganized Debtor, the U.S. Trustee and any Creditor shall have the right to object to any Proof of Claim and notice thereof at any time before the first distribution is made to the Class 4 Unsecured Creditors, unless the time is extended by the Court by entry of an appropriate Order thereto. Distribution to any Disputed Claim shall be subject to the provisions set forth in Plan §9.2 unless such objections have been resolved. (b) If the Owner or Insider files a Proof of Claim for himself or any of the corporations owned or controlled, directly or indirectly, by him, such Proof of Claim shall be treated as being subject to Plan §5.5, *supra*, without the need of a filed objection or a Court Order. If the Reorganized Debtor has filed an objection to any Proof of Claim that is listed as a Disputed Claim in the Schedules or the Exhibit 3 to the Disclosure Statement,

other than the Secured Lender's Claim and Sheller's Claim, then such Disputed Claim shall not be entitled to vote for or against this Plan.

8.2 Unknown Claims. The following provisions shall be applicable to any Unknown Claims:

8.2.1 Establishment of a Procedure for Notice for Unknown Claims. Within thirty (30) days after the Effective Date, Counsel shall place a one-time advertisement for one (1) day in Lexington Herald-Leader, Lexington, Kentucky, and in the local newspaper in Georgetown, Scott County, Kentucky, which shall state as follows:

NOTICE TO CREDITORS OF GEORGETOWN MOBILE ESTATES, LLC. Your rights may have been affected by a Chapter 11 Plan confirmed by the United States Bankruptcy Court, Eastern District of Kentucky, Lexington, Kentucky. You may have the right to file a claim against the Debtor but you must act within thirty (30) days of this notice to preserve your rights or forever be barred. For more information, go to <https://sites.google.com/site/GMEbankruptcy/> or contact Matthew Bunch at 859-254-5522 for additional information to file a claim.

8.2.2 Proofs of Claim for Unknown Claims. The time period for Proofs of Claim for Unknown Claims to be filed shall commence upon the date of the publication of the advertisement and continue for a period of thirty (30) days thereafter, which later date shall be the "Unknown Claims Bar Date."

8.2.3. Effect of Unknown Claim Bar Date. A creditor holding an Unknown Claim must file its Claim before the Unknown Claims Bar Date or its Claim shall be disallowed in all respects. The Proof of Claim shall be accompanied by the Creditor's affidavit establishing its qualification for an Unknown Claim as such term is defined in Plan §1.8664. The holder of an Unknown Claim that does not file a Proof of Claim by the Unknown Claims Bar Date shall be forever barred from asserting such Claim and from seeking any recovery from the Reorganized Debtor.

8.2.4. Payment or Reimbursement of Newspaper Advertisement Expense. The Manager shall pay for all such advertisements or reimburse such Person who has paid for said advertisement from Disposable Income.

8.3 Unclassified Claims Reserves. Prior to making any distributions of the Debtor's Disposable Income to the Persons treated under the terms of this Plan, the Manager shall first make distribution to the holders of Unclassified Claims in conformity with Plan's Article 2.

8.4 Dates for Distribution. The Manager shall commence distributions of the Debtor's Disposable Income on or about the first day of each month after the entry of the Confirmation Order. Such distribution shall conform to the priorities fixed by the terms of this Plan.

8.5 Satisfaction of Claims. The payments, distributions, and other treatment provided in respect to each Allowed Claim in this Plan shall be in complete satisfaction and release of such Allowed Claim. Such satisfaction and release shall incur no income tax liability in conformity with 26 U.S.C. §108.

8.6 Distributions of Cash and Disposable Income. All payments to be made by the Manager pursuant to this Plan shall be made by a check drawn on its bank account. The Manager may issue a draft, check, money order, official bank check, or wire transfer of any distribution of Cash or Disposable Income or Property Funds to a Creditor upon the Creditor's request, provided that any such distribution be reduced by the cost of the wire transfer fee or charge thereof by such bank issuing such transfer.

8.7 Delivery of Distributions, Undeliverable Distributions and Changes of Address. Distributions to the holder of an Allowed Claim shall be made at the address of such holder as set forth in the Schedules or on the Proof of Claim filed by such holder or by a separate written notice to the Manager providing actual knowledge to the Manager of a mailing address or a change of address. **If any holder's distribution is returned as undeliverable, no further distributions to such holder shall be made unless and until the Manager is notified in writing by such holder, within six months of the mailing date, of such holder's then current address, at which time all distributions shall be made to such holder.** All Claims for undeliverable distributions shall be made within six months after the date such undeliverable distribution was initially made. **If any address correction is not timely made as provided herein, such Claim shall be disallowed and forever barred from all distribution under the Plan, with prejudice.** After such date, all unclaimed distributions shall be applied first to satisfy the costs of administering and fully consummating this Plan, then for distribution in accordance with this Plan, and the holder of any such Claim shall not be entitled to any other or further distribution under this Plan on account of such undeliverable distribution or such Claim. The Manager shall not have the responsibility of tracking down the address of a Claimant whose check is returned because of a lack of a current address. **IT SHALL BE THE RESPONSIBILITY OF EVERY CREDITOR TO KEEP THE MANAGER ADVISED OF SUCH CREDITOR'S CHANGE OF ADDRESS.**

8.8 Time Bar to Check Payments and Disallowances. Checks issued by the Manager in respect of Allowed Claims shall be void if not negotiated within six months after the date of issuance thereof. **Requests for reissuance of any unnegotiated check shall be made to the Manager by the holder of the Allowed Claim to whom such check originally was issued, on or before the expiration of six months following the date of issuance of such check.** After such date, all funds held on account of such void check shall be applied first to satisfy the costs of administering and fully consummating this Plan, then for distribution in accordance with this Plan. **If the holder of an unnegotiated check does not send a request for reissuance of its**

check within the six months limitation, then such Creditor's Claim shall be disallowed in its entirety and such holder shall not be entitled to, and shall be barred from, any other or further distribution on account of such void check or such Claim.

8.9 Transactions on Business Days. If the Effective Date or any other date on which a transaction, event or act may occur or arise under this Plan shall occur on Saturday, Sunday or a day that is not a Business Day, the transaction, event or act contemplated by this Plan to occur on such day shall instead occur on the next day which is a Business Day.

## **ARTICLE 9**

### **Procedures for Resolving and Treating Disputed Claims**

9.1 Objections to Claims and Proofs of Claims. The Debtor or any Creditor shall have the right to object to Claims and the allowances of such Claims, subject to the procedures and limitations set forth in this Plan, the Bankruptcy Rules, and the Code.

9.2 No Distribution Pending Determination of Allowability of Disputed Claims; Distributions to be Made on Undisputed Balances of Partially Disputed Claims. No distribution shall be made under this Plan on account of any Disputed Claim unless and until such Claim becomes an Allowed Claim; provided, however, that, except as otherwise required by §502(d) of the Code, if a Claim is partially disputed, contingent or unliquidated but the balance of the Claim is undisputed, liquidated and not contingent (the "Undisputed Balance"), then distribution shall be made to the holder of the Claim on such Undisputed Balance and distribution shall be withheld on the part of the Claim that is disputed, unliquidated, or contingent unless and until such part becomes an Allowed Claim.

9.3 Reserve Accounts for Disputed Claims. On or prior to the any distribution and each subsequent distribution, the Manager shall reserve cash in an aggregate amount sufficient to pay each holder of a Disputed Claim (a) the amount of cash that such holder would have been entitled to receive under this Plan if such Claim had been an Allowed Claim, or (b) such lesser amount as the Court may estimate or may otherwise order ("Disputed Claims Reserve").

9.4 Allowance and Payment of Disputed Claims. If, on or after the Effective Date, any Disputed Claim becomes an Allowed Claim, the Manager shall, within 40 days after the date on which such Disputed Claim becomes an Allowed Claim or as soon thereafter as is practicable, distribute from the Disputed Claims Reserve to the holder of such Allowed Claim the amount of distributions that such holder would have been entitled to receive under this Plan if such Claim had been an Allowed Claim on the Effective Date.

9.5 Release of Excess Funds from Disputed Claims Reserve. If at any time or from time to time after the Effective Date, there shall be cash in the Disputed Claims Reserve in an amount in excess of the amount which the Manager is required at such time to reserve on account of Disputed Claims under this Plan or pursuant to any Order of the Court, such excess funds shall become available to the Manager generally and shall be applied first to satisfy the costs of administration of the Plan and then for distribution in accordance with this Plan.

9.6 Set Offs and Recoupment by Manager. The Manager may, upon obtaining an Order after opportunity notice and a hearing, setoff against or recoup from the holder of an Allowed Claim and the distributions to be made pursuant to this Plan on account of such Allowed Claim (before any distribution is made on account of such Allowed Claim), the claims, rights and causes of action of any nature that the Debtor may have against the holder of such Allowed Claim; provided, however, that neither the failure to make such a setoff or assert a recoupment nor the allowance of any Claim shall constitute a waiver or release of such claims, rights and causes of action that the Debtor may possess against such holder.

#### ARTICLE 10

##### Treatment of Executory Contracts and Unexpired Leases

10.1 Unexpired Leases and Executory Contracts. To the extent that the Debtor is a party to any executory contracts and/or unexpired leases that are governed by Code §365 and except as set forth in Plan §10.2, all executory contracts and/or unexpired leases, are expressly rejected pursuant to Code § 365. Any Rejection Claim arising from such rejection shall become and be treated as an Unsecured Claim. None of the residential real estate leases with each particular tenant(s) is deemed as an executory or unexpired contract and shall survive Confirmation of the Plan according to its terms therein.

10.2 Assumption of Executory Contract or Unexpired Lease. The Debtor hereby assumes that certain Agreement and Easement Agreement, both dated September 10, 1987, by and between James Dwyer and Candace Dwyer, husband and wife, and Earl Sexton and Frances T. Sexton, husband and wife, both now deceased, and Earl Sexton, d/b/a Pondarosa Mobile Home Ranch, d/b/a Spindletop Mobile Home Park and Little Joe's Mobile Home Sales, Inc. There are no cure payments or transfers to be made, and the Debtor assumes said agreements because they relate to the underground waste water sewage system. There are no cure costs associated with said agreement with Dwyer.

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| Dated: ~~September~~October 126, 2015  
ESTATES, LLC

GEORGETOWN MOBILE

By: /s/ Daniel E. Sexton  
Daniel E. Sexton  
Designated Spokesperson

PREPARED BY:

BUNCH & BROCK

By: /s/ Matthew B. Bunch  
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271 West Short Street, Suite 805  
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