

**UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF FLORIDA
JACKSONVILLE DIVISION**

In re:

GOLDBERG-BAYMEADOWS, LLC, *et al.*,

**Case Nos. 3:10-bk-01637-JAF,
3:10-bk-02088-JAF, and
3:10-bk-02090-JAF**

Chapter 11

**Jointly Administered Under
Case No.: 3:10-bk-01637-JAF**

Debtors.

_____ /

APPLICABLE DEBTORS

GOLDBERG-BAYMEADOWS, LLC
(Case No.: 3:10-bk-01637-JAF)

SCHUCK-BAYMEADOWS, LLC
(Case No.: 3:10-bk-02088-JAF)

VILLA SANGRIA-BAYMEADOWS, LLC
(Case No.: 3:10-bk-02090-JAF)

**DEBTORS' COMBINED DISCLOSURE STATEMENT
AND PLAN OF REORGANIZATION**

Goldberg-Baymeadows, LLC, Schuck-Baymeadows, LLC and Villa Sangria-Baymeadows, LLC, as debtors and debtors-in-possession (the "Debtors"), pursuant to chapter 11 of Title 11 of the United States Code (the "Bankruptcy Code"), hereby file their Combined Disclosure Statement (the "Disclosure Statement") and Plan of Reorganization (the "Plan").

NO PERSON MAY GIVE ANY INFORMATION OR MAKE ANY REPRESENTATIONS, OTHER THAN THE INFORMATION AND REPRESENTATIONS CONTAINED IN THIS DISCLOSURE STATEMENT REGARDING THE PLAN OR THE SOLICITATION OF ITS ACCEPTANCE.

ALL CREDITORS AND INTEREST HOLDERS ARE HEREBY ADVISED AND ENCOURAGED TO READ THIS DISCLOSURE STATEMENT AND THE PLAN IN THEIR ENTIRETY BY REFERENCE TO THE PLAN, THE EXHIBITS HERETO AND OTHER DOCUMENTS REFERENCED AS FILED WITH THE COURT PRIOR TO OR CONCURRENT WITH THE FILING OF THIS DISCLOSURE STATEMENT.

SUBSEQUENT TO THE DATE HEREOF, THERE CAN BE NO ASSURANCE MADE THAT (A) THE INFORMATION AND REPRESENTATIONS CONTAINED HEREIN ARE MATERIALLY ACCURATE; OR (B) THIS DISCLOSURE STATEMENT CONTAINS ALL MATERIAL INFORMATION.

THIS DISCLOSURE STATEMENT HAS BEEN REQUIRED TO BE PREPARED IN ACCORDANCE WITH SECTION 1125 OF THE BANKRUPTCY CODE AND NOT IN ACCORDANCE WITH FEDERAL OR STATE SECURITIES LAWS OR OTHER APPLICABLE NON-BANKRUPTCY LAW.

THIS DISCLOSURE STATEMENT MAY NOT BE RELIED ON FOR ANY PURPOSE OTHER THAN TO DETERMINE WHETHER TO VOTE IN FAVOR OF OR AGAINST THE PLAN. NOTHING CONTAINED HEREIN WILL CONSTITUTE AN ADMISSION OF ANY FACT OR LIABILITY BY ANY PARTY, BE ADMISSIBLE IN ANY PROCEEDING INVOLVING THE DEBTORS OR ANY OTHER PARTY OR BE DEEMED CONCLUSIVE EVIDENCE OF THE TAX OR OTHER LEGAL EFFECTS OF THE REORGANIZATION OF THE DEBTORS ON HOLDERS OF CLAIMS OR INTERESTS. AS TO CONTESTED MATTERS, ADVERSARY PROCEEDINGS AND OTHER CLAIMS AND CAUSES OF ACTIONS OR THREATENED ACTIONS AGAINST THIRD PARTIES, THIS DISCLOSURE STATEMENT SHALL NOT BE CONSTRUED AS AN ADMISSION OR STIPULATION, BUT RATHER AS A STATEMENT MADE IN SETTLEMENT NEGOTIATIONS.

THE FINANCIAL INFORMATION CONTAINED IN THIS DISCLOSURE STATEMENT HAS BEEN PREPARED BY THE DEBTORS AND HAS NOT BEEN SUBJECT TO INDEPENDENT REVIEW OR TO CERTIFIED AUDIT. THE DEBTORS HAVE MADE EVERY EFFORT TO ENSURE THAT THE INFORMATION CONTAINED HEREIN IS COMPLETE AND ACCURATE; HOWEVER, THE DEBTORS ARE UNABLE TO WARRANT OR REPRESENT THAT THIS INFORMATION IS WITHOUT ANY INACCURACY.

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ARTICLE I
INTRODUCTION AND REPRESENTATIONS

A. Introduction

The Debtors are prepared and are disseminating this Disclosure Statement to holders of claims against them for the purpose of soliciting acceptance of their Plan of Reorganization. The Debtors believe this Disclosure Statement contains the information that is material, important and necessary for their creditors to arrive at an informed decision in exercising their right to vote for the Plan. For a class of claims to accept the Plan, acceptances must be filed by at least two-thirds (2/3) in amount and more than one-half (1/2) in number of the total Allowed Claims for such claims that actually vote on the Plan. A failure to vote on the Plan does not constitute either an acceptance or rejection of the Plan.

B. Representations

NO REPRESENTATIONS CONCERNING THE DEBTORS OR THE PLAN ARE AUTHORIZED OTHER THAN AS SET FORTH HEREIN. ANY REPRESENTATIONS OR INDUCEMENTS TO SECURE YOUR ACCEPTANCE OF THE PLAN OTHER THAN AS CONTAINED HEREIN SHOULD NOT BE RELIED UPON BY YOU. THE INFORMATION CONTAINED HEREIN HAS NOT BEEN REVIEWED OR PASSED UPON BY AN ACCOUNTANT. THE DEBTORS ARE UNABLE TO WARRANT OR REPRESENT THAT THE INFORMATION CONTAINED HEREIN IS WITHOUT ANY INACCURACY ALTHOUGH ALL SUCH INFORMATION IS ACCURATE TO THE DEBTORS' BEST KNOWLEDGE, INFORMATION AND BELIEF. THE COURT HAS NOT VERIFIED THE ACCURACY OF THE INFORMATION CONTAINED HEREIN, AND THE COURT'S APPROVAL OF THIS DISCLOSURE STATEMENT DOES NOT IMPLY THAT THE COURT ENDORSES OR APPROVES THE PLAN, BUT ONLY THAT IF THE INFORMATION IS ACCURATE IT IS SUFFICIENT TO PROVIDE AN ADEQUATE BASIS FOR CREDITORS AND INTEREST HOLDERS TO MAKE INFORMED DECISIONS WHETHER TO APPROVE OR REJECT THE PLAN.

C. Defined Terms

The following terms shall have the following meanings:

a. "Administrative Claim" shall mean a Claim for payment of costs or expenses of administrative specified in Sections 503(b) and 507(a)(1) of the Bankruptcy Code, incurred after the Petition Date through the Confirmation Date, including without limitation: (i) the actual, necessary costs and expenses of preserving the Debtors' Estates incurred after the Petition Date; (ii) compensation for legal and other services reimbursement of expenses awarded pursuant to Sections 330(a) or 331 of the Bankruptcy Code; and (iii) all fees and charges assessed against the Debtors' Estates pursuant to Section 1930 of Title 28 of the United States Code.

b. "Affiliate" shall have the meaning as defined in Section 101(2) of the Bankruptcy Code.

c. **“Allow”, “Allowed”, “Allowance”** shall mean with respect to a Claim against the Estates: (i) that no objection has been interposed within the applicable period of limitation fixed by this Plan or by the Bankruptcy Court and that such period of limitation has expired; or (ii) that the Claim has been allowed for purposes of payment by a Final Order of the Bankruptcy Court.

d. **“Assets”** shall mean any and all assets and property of the Debtors under Section 541 of the Bankruptcy Code.

e. **“Ballot”** shall mean, as applicable, the form or forms distributed to each holder of an impaired Claim entitled to vote on this Plan on which acceptance or rejection of this Plan shall be indicated.

f. **“Bankruptcy Code”** shall mean title 11 of the United States Code.

g. **“Bankruptcy Court”** or **“Court”** shall mean the United States Bankruptcy Court for the Middle District of Florida, Jacksonville Division, or any other court exercising competent jurisdiction over the Chapter 11 Case or any proceeding arising in or related to the Chapter 11 Case.

h. **“Bankruptcy Rules”** shall mean the Federal Rules of Bankruptcy Procedure and the local rules of the Bankruptcy Court (including any applicable local rules of the United States District Court for the Middle District of Florida), as now in effect or hereafter amended.

i. **“Claims Bar Date”** shall mean July 13, 2010, the last date for creditors and holders of Interests to file proofs of Claims or Interests in this Chapter 11 Case, provided however that with respect to governmental units, the Claims Bar Date shall be 180 days after the Petition Date.

j. **“Chapter 11 Case”** shall mean the proceedings under Chapter 11 of the Bankruptcy Code for the reorganization of the Debtors under the lead case number 3:10-bk-01637.

k. **“Claim”** shall have the meaning provided for such term in Section 101(5) of the Bankruptcy Code.

l. **“Claimant”** shall mean the holder of a Claim.

m. **“Class”** shall mean a group of Claims or Interests consisting of Claims or Interests which are substantially similar to each other as classified pursuant to the Plan in accordance with Section 1122 of the Bankruptcy Code.

n. **“Confirmation”** shall mean confirmation of the Plan under Section 1129 of the Bankruptcy Code confirming the Plan.

o. **“Confirmation Date”** shall mean the date on which the Bankruptcy Court conducts a hearing on confirmation of the Plan pursuant to Section 1128 of the Bankruptcy Code.

- p. **"Confirmation Order"** shall mean the Court's Order confirming the Plan.
- q. **"Contested Claim"** shall mean a Claim which is not an Allowed Claim and is the subject of an objection.
- r. **"Creditor"** shall mean any person or entity that is a holder of a Claim against the Debtors.
- s. **"C.S.S. Secured Claim"** shall mean the Secured Claim held by C.S.S. Landscaping, Inc.
- t. **"Debtors"** shall mean, collectively, Goldberg-Baymeadows, LLC, Schuck-Baymeadows, LLC, and Villa Sangria-Baymeadows, LLC, and shall also include the Reorganized Debtors after the Confirmation Date.
- u. **"Disallowed Claim"** shall mean a Contested Claim which is disallowed by the Bankruptcy Court by Final Order.
- v. **"Disputed Claim"** shall mean: (i) a liability scheduled on the Debtors' Schedules as disputed, contingent or unliquidated; or (ii) a Claim evidenced by a timely filed Proof of Claim against which an objection is pending and which Claim has not been allowed by Final Order of the Bankruptcy Court.
- w. **"Effective Date"** shall mean a date designated by the Debtors that is not later than 30 days after the date of the Court's entry of the Confirmation Order.
- x. **"Estates"** shall mean the estates of the Debtors created under Section 541 of the Bankruptcy Code on the Petition Date.
- y. **"Equity Security"** shall have the meaning set forth in 11 U.S.C. 101(16).
- z. **"Final Order"** shall mean an order or judgment of the Bankruptcy Court which has not been reversed, stayed, modified or amended and: (i) as to which the time to appeal or seek reconsideration or rehearing thereof has expired; (ii) in the event of a motion for reconsideration or rehearing is filed, such motion shall have been denied by an order or judgment of the Bankruptcy Court; or (iii) in the event of an appeal is filed and pending, a stay pending appeal has not been entered, provided however that with respect to an order or judgment of the Bankruptcy Court allowing or disallowing a Claim, such order or judgment shall have become final and non-appealable. Provided further that the possibility that a motion under Rule 59 or Rule 60 of the Federal Rules of Civil Procedure, or analogous rule under the Bankruptcy Rules, or Section 502(j) of the Bankruptcy Code or Bankruptcy Rule 3008, may be filed with respect to such order or judgment shall not cause such order or judgment not to be a Final Order.
- aa. **"Foreclosure Litigation"** shall refer to the case of *Wells Fargo Bank, N.A., as Trustee for the Registered Holders of TIAA Seasoned Commercial Mortgage Trust 2007-C4 Commercial Mortgage Pass-Through Certificates, Series 2007-C4* by: *Centerline Servicing, Inc., in its capacity as special servicers pursuant to that certain Pooling and Servicing Agreement*

dated July 11, 2007 v. Schuck-Baymeadows, LLC, et al., Case No.: 16-2009-CA-17878, Division CV-F, Circuit Court, Fourth Judicial Circuit, in and for Duval County, Florida.

bb. “General Unsecured Claim” shall mean a Claim that is not a Secured Claim, Administrative Claim or Priority Claim.

cc. “Interest Holder” shall mean a shareholder of the Debtors.

dd. “Lender” shall refer to Wells Fargo Bank, N.A., as trustee for the registered holders of TIAA Seasoned Commercial Mortgage Trust 2007-C4, Commercial Mortgage Pass-Through Certificates, Series 2007-C4, by Centerline Servicing, Inc., in its capacity as special servicer.

ee. “Person” shall mean any natural person, firm, partnership, association, corporation, company, trust, business trust, government authority or other entity.

ff. “Plan” shall mean this Plan of Reorganization in its entirety, together with all addenda, exhibits, schedules and other attachments hereto, in its present form or as it may be modified, amended or supplemented from time to time.

gg. “Petition Date” shall mean March 2, 2010 in reference to Goldberg-Baymeadows, LLC, and March 16, 2010 in reference to Schuck-Baymeadows, LLC and Villa Sangria-Baymeadows, LLC, the dates on which the respective Debtors filed their voluntary petitions pursuant to Chapter 11 of the Bankruptcy Code.

hh. “Pro Rata” means, at any time, the same proportion that the amount of an Allowed Claim in a particular Class bears to the aggregate amount of all Allowed Claims.

ii. “Real Property” shall mean the real property more commonly known as the Baymeadows Business Center, located at 8226 Phillips Highway, Jacksonville, Florida 32256.

jj. “Real Property Tax Claims” shall mean, if applicable, those Secured Claims for unpaid real property taxes held by the Duval County Tax Collector.

kk. “Rejection Claim” shall mean any Claim arising out of the Debtors’ rejection of an unexpired lease or executory contract.

ll. “Reorganized Debtors” shall mean Goldberg-Baymeadows, LLC, Schuck-Baymeadows, LLC and Villa Sangria-Baymeadows, LLC, respectively, once each emerges from bankruptcy on the Effective Date.

mm. “Schedules” shall mean the Schedules and Statement of Financial Affairs filed by the Debtors in each of their respective Chapter 11 cases; such Schedules have or may be amended, modified or supplemented.

nn. “Secured Claim” shall mean a Claim secured by all or part of the real property of the Debtors.

oo. **“Tenants in Common”** or **“TICs”** shall collectively refer to the Debtors, Goldberg-Baymeadows, LLC, Shuck-Baymeadows, LLC, and Villa Sangria-Baymeadows, LLC.

pp. **“United States Trustee”** shall mean the United States Trustee for the Middle District of Florida.

qq. **“Unliquidated Claims”** shall include all Claims scheduled as such by the Debtors and any Claim filed with the amount listed as “unknown” or “disputed” or a similar non-specific description of the amount.

rr. **“Unsecured Claims”** shall mean Priority Claims and General Unsecured Claims.

ss. **“Voting Deadline”** means the deadline established by the Bankruptcy Court for submitting a Ballot to accept or reject the Plan.

tt. **“Wells Fargo Secured Claim”** shall mean the Secured Claim held by Wells Fargo Bank, N.A., as trustee for the registered holders of TIAA Seasoned Commercial Mortgage Trust 2007-C4, Commercial Mortgage Pass-Through Certificates, Series 2007-C4, by Centerline Servicing, Inc., in its capacity as special servicer.

Most words or phrases used in the Disclosure Statement and Plan shall have their usual and customary meanings. Unless otherwise defined, the terms used herein shall have the same meaning as in the Bankruptcy Code or Rules.

D. Holders of Claims Entitled to Vote

Pursuant to the Bankruptcy Code, only holders of Allowed Claims or equity interests in classes of claims or interests that are impaired under a plan and that will receive distributions under the Plan are entitled to vote to accept or reject the Plan. Under applicable bankruptcy law, any proof of claim filed by an alleged creditor is presumed to be an Allowed Claim until such time as the Debtors (or another party in interest) object to such a claim. In the event of an objection to a filed claim, **a claimant is not permitted to vote on the Debtors’ proposed plan until such time as the claim is temporarily allowed by the Bankruptcy Court for voting purposes. In this regard, the burden is on the claimant to have an objected claim temporarily allowed and the Debtors strongly recommend that parties with claims subject to an objection seek legal counsel to discuss their eligibility to vote.** Classes of claims or interests in which the holders of claims or interests will not receive or retain any property under the Plan are deemed to have rejected the Plan and are not entitled to vote on the Plan; classes of claims or interests in which the holders of claims or interests are unimpaired under the Plan are deemed to have accepted the Plan and are not entitled to vote on the Plan. Under the Plan, Classes 1, 3, and 4 are impaired. Only holders of Allowed Claims under Classes 1, 3, and 4 are entitled to vote on the Plan.

E. Cramdown

If all of the applicable requirements of section 1129(a) of the Bankruptcy Code, other than subparagraph 8 thereof, are determined by the Bankruptcy Court to have been satisfied with

respect to the Plan, then the Debtors may seek confirmation of the Plan pursuant to section 1129(b) of the Bankruptcy Code. For purposes of seeking confirmation of the Plan under section 1129(b), the Debtors reserve the right to modify or vary the terms of the Plan or the treatment of the Claims or interests so as to comply with the requirements of section 1129(b).

ARTICLE II
BACKGROUND INFORMATION

A. Background of Debtors

Goldberg-Baymeadows, LLC, Schuck-Baymeadows, LLC and Villa Sangria-Baymeadows, LLC are Delaware limited liability companies, each organized on July 1, 2005. The principal business addresses and ownership interests of each of the Debtors are as follows:

<u>Debtor</u>	<u>Business Address</u>	<u>Ownership</u>
Goldberg-Baymeadows, LLC	53 Cornell Drive Rancho Mirage, CA 92270	Robert B. Goldberg Trust
Schuck-Baymeadows, LLC	358 Eagle Summit Rexburg, ID 83440	Schuck Properties, L.P.
Villa Sangria-Baymeadows, LLC	8515 Costa Verde Blvd. Suite 1259 San Diego, CA 92122	Villa Sangria Company

Goldberg-Baymeadows, LLC, Shuck-Baymeadows, LLC, and Villa Sangria-Baymeadows, LLC (the “TICs”) are the owners, as tenants in common, of certain real property, commonly known as the Baymeadows Business Center, located at 8226 Phillips Highway, Jacksonville, Florida 32256 (the “Real Property”). On August 24, 2005, the TICs entered into a Purchase Agreement with Escrow Instructions (the “Purchase Agreement”) for the purchase of the Real Property, pursuant to the terms of a Private Placement Memorandum (“PPM”) prepared for prospective purchasers by the then-owner of the Real Property. To finance the purchase of the Real Property, the TICs executed an Assumption and Modification Agreement and Joinder (the “Assumption Agreement”) in favor of Teachers Insurance and Annuity Association of America (“TIAA”), whereby the TICs assumed all the obligations of the previous borrower under the existing loan documents. TIAA subsequently assigned its interest in the loan documents to Wells Fargo Bank, N.A., as trustee for the registered holders of TIAA Seasoned Commercial Mortgage Trust 2007-C4, Commercial Mortgage Pass-Through Certificates, Series 2007-C4, by Centerline Servicing, Inc., in its capacity as special servicer (the “Lender”).

As part of the purchase of the Real Property, the TICs entered into a Master Lease Agreement (the “Master Lease”) with DBSI Master LeaseCo, Inc. (the “Master Tenant”), whereby the TICs leased all of the Real Property to the Master Tenant. Pursuant to the Master Lease, the Master Tenant was responsible for the payment of Base Rent as set forth in the agreement, as well as payment of Additional Rent to the Lender, consisting of monthly installment payments of principal and interest, and payments into certain reserve accounts. The

Master Tenant was also responsible for all tenant improvements, leasing commissions, and all other costs associated with operating and maintaining the Real Property.

B. Events Leading to Chapter 11 Filing

Bankruptcy of the Master Tenant. On November 10, 2008, the Master Tenant filed a Voluntary Petition for relief under Chapter 11 of the Bankruptcy Code in the U.S. Bankruptcy Court, for the District of Delaware. Pursuant to a Bankruptcy Court Order dated February 10, 2009, the Master Tenant rejected its duties and obligations under the Master Lease Agreement. As a result, the TICs, which had previously been passive investors, were given control of the Real Property. Upon taking over the day-to-day management of the Real Property, the TICs discovered that, in the period during and prior to filing for bankruptcy, the Master Tenant had been neglecting its duties and obligations under Master Lease, including failing to fund the impound reserves, ignoring interested tenants seeking to rent space on the premises, and substantially underinsuring the Real Property.

Dispute with the Lender Over Reserve Funds. A dispute exists between the TICs and the Lender surrounding two impound reserves – the Capital Expenditures Reserves and the TI/Leasing Commission Reserves. According to the TICs, the dispute centers on the failure of the Lender to properly fund the reserves, the inability of the Lender to account for funds that were to be applied to the TI/Leasing Commission Reserve as part of the purchase of the Real Property, and the Lender's improper disbursement of funds from the Capital Expenditures Reserve to pay for expenses explicitly prohibited by the terms of the loan documents.

As a result of the foregoing, and the Lender's refusal to advance the TICs funds to pay for necessary capital improvements to the Real Property, the TICs have incurred substantial out-of-pocket expenses. The TICs have had to use the rental income from the Real Property to reimburse each TIC for its share of the incurred expenses, which prevented the TICs from making the August 2009 and subsequent mortgage payments to the Lender. With no funds available for capital improvements, the TICs have had to defer other maintenance and improvements which are necessary to keep the Real Property marketable and retain current tenants. Furthermore, due to the depletion of the reserve for tenant improvements and leasing commissions, the TICs cannot lease any additional space to generate increased rental income.

Miscellaneous Factors. There has been an overall decrease in tenant occupancy, a reduction in rental rates per square foot and CAM charge rates, and an increase in utility expenses and real estate taxes, which has resulted in negative net monthly income.

Foreclosure Litigation. On November 9, 2009, the Lender filed a Verified Complaint in the Circuit Court, in and for Duval County, Florida, seeking to foreclose its security interest in the Real Property. The parties attended a mediation conference on January 7, 2010, but were unable to resolve the issues outlined above. Those issues, in combination with the pending Foreclosure Litigation, have forced the TICs to seek relief under Chapter 11 of the Bankruptcy Code, prompting the filing of their Voluntary Petition on March 2, 2010 and March 16, 2010.

ARTICLE III
THE DEBTORS' BANKRUPTCY CASE

A. Procedural Matters

On March 2, 2010, Goldberg-Baymeadows, LLC filed a Voluntary Petition for relief under Chapter 11 of the Bankruptcy Code. Subsequently, on March 16, 2010, Schuck-Baymeadows, LLC and Villa Sangria-Baymeadows filed their voluntary petitions for relief under Chapter 11 of the Bankruptcy Code. The Debtors continue to operate their business and manage their property as debtors-in-possession pursuant to sections 1107 and 1108 of the Bankruptcy Code. As of the date hereof, no creditors' committee has been appointed in any of the respective bankruptcy cases. In addition, no trustee or examiner has been appointed.

On March 18, 2010, the Debtors each filed an Emergency Motion for Joint Administration, seeking entry of an order consolidating their separate chapter 11 cases for procedural purposes only and providing for joint administration thereof. [Goldberg Docket No. 45], [Shuck Docket No. 13], [Villa Sangria Docket No. 13]. After an Evidentiary Hearing held on March 29, 2010, the Court granted the Emergency Motions for Joint Administration of Cases on March 31, 2010. [Docket No. 58]. The cases are now jointly administered under the lead case of In re Goldberg-Baymeadows, LLC, et al., Case No.: 3:10-bk-01637-JAF.

The Debtors' exclusive period to file a chapter 11 plan will expire on June 30, 2010.

B. Claims Bar Date

The Bankruptcy Court set a deadline for any non-governmental person or entity holding or asserting a pre-petition claim against the Debtors to file a proof of claim on or before July 13, 2010 (the "Claims Bar Date"), while the pre-petition claims bar date for governmental units is 180 days after the Petition Date.

C. Use of Cash Collateral

The Debtors' rental income appears to constitute the Lender's "cash collateral" under Section 363 of the Bankruptcy Code. By an Emergency Motion for Authority to Use Cash Collateral dated March 3, 2010 (the "Cash Collateral Motion") [Docket No. 11], Goldberg-Baymeadows, LLC sought the authority of the Court to use the Lender's cash collateral for ninety (90) days, in accordance with a proposed budget. Pursuant to the Cash Collateral Motion, Goldberg-Baymeadows, LLC proposed to use the rental income from the Real Property for payment of the ordinary operating expenses associated with maintenance of the Real Property, improvements to the spaces currently leased by existing tenants, and improvements to vacant space to entice new tenants to lease.

A hearing on the emergency motion was held on March 11, 2010, at which time the Court entered an order authorizing Goldberg-Baymeadows, LLC's use of cash collateral on an interim basis pursuant to the proposed budget agreed upon by the parties and attached thereto [Docket No. 39]. A Final Hearing on the Emergency Motion for Authority to Use Cash Collateral is set for April 9, 2010.

Schuck-Baymeadows, LLC and Villa Sangria-Baymeadows, LLC did not file their voluntary petitions until March 16, 2010, and as such, were not parties to the Emergency Motion for Authority to Use Cash Collateral. However, on April 6, 2010, Schuck-Baymeadows, LLC and Villa Sangria-Baymeadows, LLC each filed a Notice of Joinder to Goldberg-Baymeadows, LLC's Emergency Motion for Authority to Use Cash Collateral [Schuck Docket No. 33], [Villa Sangria Docket No. 37].

D. DIP Reports

As required under the Bankruptcy Code, the Debtors will be filing their Debtor-In-Possession Reports monthly (the "DIP Reports"). For more detailed information regarding the Debtors' post-petition financial performance, the DIP Reports are available for review by parties in interest.

E. Assumption and Rejection of Executory Contracts and Unexpired Leases

The Debtors' Schedules (Schedule G) identify executory contracts and unexpired leases as of the Petition Date with the following parties:

1. A1Orange Cleaning Service (window cleaning contract)
2. Aquatic System, Inc. (pond maintenance contract)
3. C.S.S. Landscaping, Inc. (landscaping contract)
4. Colliers Dickinson (leasing agent contract)
5. Colliers Arnold (property management contract)
6. Corinthian College (lease)
7. North American Clean Sweeps (day porter contract)
8. Philadelphia Insurance Co. (property insurance contract)
9. Southern Diesel Systems, Inc. (lease)
10. UPS Supply Chain Solutions (lease)

The Debtors anticipate assuming all of the above executory contracts and unexpired leases under the Plan.

F. Rejection of Executory Contracts and Unexpired Leases; Exceptions

EXCEPT FOR THOSE EXECUTORY CONTRACTS EXPRESSLY ASSUMED, ALL OTHER EXECUTORY CONTRACTS AND UNEXPIRED LEASES OF THE DEBTORS WILL BE REJECTED PURSUANT TO SECTION 365 OF THE BANKRUPTCY CODE ON THE EFFECTIVE DATE.

G. Approval of Rejection; Rejection Damages Claims Bar Date

Any Claim for damages arising from any rejection not already approved by the Court must be filed within 30 days after the entry of the Confirmation Order or such Rejection Claim shall be forever barred, shall not be enforceable against the Debtors, their estates, or any of their respective properties and shall receive no distribution under the Plan or otherwise on account of

such Rejection Claim. TO REITERATE, THE FAILURE TO TIMELY FILE REJECTION CLAIMS SHALL BAR SUCH CLAIMS AND THE HOLDERS THEREOF SHALL NOT BE ENTITLED TO ANY DISTRIBUTIONS UNDER THE PLAN.

H. Treatment Under the Plan of Executory Contract Rejection Claims

Unless otherwise ordered by the Bankruptcy Court, an Allowed Rejection Claim shall be treated as an Allowed General Unsecured Claim under the Plan.

I. Projected Recovery of Avoidable Transfers; Insider Claims; Causes of Action

At this time, the Debtors do not intend to pursue preference, fraudulent conveyance, avoidance actions or any other action against either insiders or third parties, but reserve their right to bring such actions if they are ultimately deemed legally appropriate and prudent. Moreover, the Debtors believe it is unlikely there are any significant actions under section 547 of the Bankruptcy Code to pursue against third parties. The Debtors specifically reserve their right to pursue any available actions under Chapter 5 of the Bankruptcy Code against any person identified on Exhibits 3(b) and 3(c) to the Debtors' Statement of Financial Affairs.

ARTICLE IV CATEGORIES OF CLAIMS

A. Administrative Claims

The Debtors have remained current on all of their post-petition business expenses and believe that the only allowable Administrative Claims in the Chapter 11 Case will be allowed fees and costs of the Debtors' counsel, which is the law firm of GrayRobinson, P.A. The Debtors provided GrayRobinson, P.A. with a retainer for post-petition services in the amount of \$94,717.63. Subject to the filing of final applications for compensation and the Administrative Claims Bar Date, the Debtors estimate that Allowed Administrative Claims will total approximately \$94,717.63 as of Confirmation.

B. Secured Claim of Wells Fargo

Wells Fargo Bank, N.A., as trustee for the registered holders of TIAA Seasoned Commercial Mortgage Trust 2007-C4, Commercial Mortgage Pass-Through Certificates, Series 2007-C4, by Centerline Servicing, Inc., in its capacity as special servicer, holds a first priority position against substantially all assets of the Debtors, arising from a complex series of loan transactions. The following documents represent the loan transaction history leading up the current debt owed to the Lender:

1. Promissory Note, dated February 26, 1999, for the principal sum of \$6,950,000.00, made by U.S. 1 Office and Distribution Center, LLC ("US 1") in favor of AmSouth Bank ("AmSouth");
2. Mortgage and Security Agreement, dated February 26, 1999, executed by US 1 in favor of AmSouth;

3. Renewal Promissory Note Including Future Advance, dated January 30, 2001, for the principal sum of \$8,100,000.00, made by US 1 in favor of AmSouth, with a maturity date of August 26, 2004;
4. Note and Mortgage Modification Agreement Evidencing Renewal Note, Including Future Advance, executed by US 1 in favor of AmSouth and dated as of January 30, 2001;
5. Assignment of Loan Documents dated December 19, 2001, executed by AmSouth in favor of Lend Lease Mortgage Capital, LP (“Lend Lease”), assigning the Renewal Promissory Note Including Future Advance to Lend Lease.
6. Restated Promissory Note, dated December 19, 2001, for the principal sum of \$8,750,000.00, made by US 1 in favor of Lend Lease, with a maturity date of January 10, 2012 (the “Note”);
7. Amended and Restated Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing Statement, executed by US 1 in favor of Lend Lease and dated as of December 12, 2001 (the “Mortgage”);
8. Assignment of Leases and Rents, dated December 12, 2001, made by US 1 in favor of Lend Lease;
9. Assignment of Note, Mortgage and Other Loan Documents executed by Lend Lease, assigning the above loan documents to Teachers Insurance and Annuity Association of America (“TIAA”);
10. Assumption Agreement and Joinder, dated March 16, 2005, whereby the Real Property was transferred and conveyed from US 1 to For 1031 Baymeadows, LLC (subsequently known as “Baymeadows LLC”), which assumed all of the obligations of US 1 under the loan documents;
11. Assumption and Modification Agreement and Joinder, dated October 13, 2005, where by the Real Property was transferred and conveyed from Baymeadows LLC to the TICs, which assumed all of the obligations of Baymeadows LLC under the Loan Documents;
12. Assignment of the Mortgage from TIAA to Wells Fargo Bank, N.A., as trustee for the registered holders of TIAA Seasoned Commercial Mortgage Trust 2007-C4, Commercial Mortgage Pass-Through Certificates, Series 2007-C4, dated August 9, 2007; and
13. Assignment of the Assignment of Leases and Rents from TIAA to Wells Fargo Bank, N.A., as trustee for the registered holders of TIAA Seasoned Commercial Mortgage Trust 2007-C4, Commercial Mortgage Pass-Through Certificates, Series 2007-C4, dated August 9, 2007.

(Collectively referred to as the “Loan Documents”).

The Debtors assert that, by virtue of the foregoing Loan Documents, along with any filed UCC-1 Financing Statements in the public records of Duval County, the Lender holds a first priority lien upon and security interest in substantially all of the Debtors' assets.

As of October 1, 2009, the Lender alleged that the Debtors owed \$9,497,971.43, including outstanding principal, accrued interest, default interest, advance interest, late charges, evasion of prepayment premium, and costs and expenses. The Debtors believe that the fair market value of the Real Property is approximately \$12 million. Though the Debtors and the Lender have not agreed upon a valuation of the collateral, the Debtors assert that the Lender is oversecured, and there is equity in the property.

C. Secured Real Property Tax Claims

The Debtors are current on their property taxes to the Duval County Tax Collector.

D. Lien Claims

C.S.S. Landscaping, Inc. filed a pre-petition lien against the Real Property, totaling approximately \$7,376.00, in respect to work performed on the Debtors' Real Property for landscaping, and as evidenced by that certain Claim of Lien dated March 3, 2009, recorded in Official Records Book 14799, Page 65, of the Public Records in and for Duval County, Florida.

E. General Unsecured Claims

The amount of General Unsecured Claims timely filed or scheduled by the Debtors as undisputed, non-contingent and liquidated in the Chapter 11 Case totals approximately \$100,000.00.

F. Membership Interests

The membership interests for each of the TICs are as follows:

<u>Debtor</u>	<u>Sole Member</u>
Goldberg-Baymeadows, LLC	The Robert B. Goldberg Trust
Shuck-Baymeadows, LLC	Schuck Properties, L.P.
Villa Sangria-Baymeadows, LLC	Villa Sangria Company

ARTICLE V
CHAPTER 11 PLAN

A. Treatment of Unclassified, Unimpaired Claims

1. Administrative Claims

a. Approval of Administrative Claims: All Administrative Claims are subject to allowance by the Bankruptcy Court and its determination of the reasonableness of the amounts; and any party in interest can object to any claims for administrative fees and expenses.

b. Payment of Allowed Administrative Claims: The holders of Allowed Administrative Claims shall receive, on account of such claims, cash in the amount of such claims on the later of the Effective Date or within ten (10) business days any such claims are determined to be Allowed Administrative Claims. Professionals employed at the expense of the estates of the Debtors and entities who may be entitled to reimbursement for the allowance of fees and expenses from the estates of the Debtors pursuant to section 503 of the Bankruptcy Code shall receive cash in the amount awarded to such professionals and entities at such times and only in accordance with the final order entered pursuant to sections 330 or 503 of the Bankruptcy Code.

1. **United States Trustee Fees:** The Debtors shall pay the U.S. Trustee the appropriate sums required pursuant to 28 U.S.C. § 1930(a)(6) within ten (10) days of the Effective Date, for pre-confirmation periods and simultaneously provide to the U.S. Trustee an appropriate affidavit indicating the cash disbursements for the relevant period.

B. Treatment of Classified Claims and Interests

The following comprises the Plan's treatment of all Allowed Claims against the Debtors. Any Allowed Claims will be paid pursuant to the terms of the Plan as the case may be. The treatment of and consideration to be received by holders of Allowed Claims and the treatment of Allowed Interests pursuant to the Plan shall be in full satisfaction, settlement, release and extinguishment of their respective Allowed Claims against, or interests in the Debtors, except as otherwise expressly provided in the Plan, or Confirmation Order.

1. Allowed Secured Claim of Wells Fargo (Class 1):

Wells Fargo Bank, N.A., as trustee for the registered holders of TIAA Seasoned Commercial Mortgage Trust 2007-C4, Commercial Mortgage Pass-Through Certificates, Series 2007-C4, by Centerline Servicing, Inc., in its capacity as special servicer, holds a valid, perfected first lien position against substantially all assets of the Debtors, as more fully described by the Loan Documents (the "Wells Fargo Secured Claim"). As of the Petition Date, Wells Fargo alleged that the Debtors owed \$9,497,971.43 in principal, interest, default interest, advance interest, late charges, an evasion of prepayment premium, costs advanced, and expenses. The Debtors dispute the amount claimed by Wells Fargo, and intend to file an objection thereto prior to the Confirmation Hearing.

This Plan will extend the payment of the Allowed Claim of Wells Fargo from its maturity date of January 10, 2012 to January 10, 2020. The Plan will modify the interest rate from 7.83% amortized to 5.50% interest only, through January 10, 2013. Beginning from the Effective Date, and continuing through January 10, 2013, the Debtors will make monthly interest only payments to Wells Fargo at the rate of 5.50%.

The Debtors estimate the Capital Reserves and TI/Leasing Reserve requirements through January 10, 2013 are as follows:

<u>Expense</u>	<u>Cost</u>
Capital Improvements	\$ 300,000
Tenant Improvement Reserves	\$ 52,485
Leasing Commissions	\$ 22,515
TOTAL	\$ 375,000

The Debtors will fund the reserves by making monthly payments into an interest bearing combined Capital Expense and TI/Leasing Commission Reserve account. The Debtors may use, at their discretion, cash on hand as of the Effective Date to establish and fund a portion of this account.

Beginning on January 11, 2013, the Debtors will begin to make principal and interest payments to Wells Fargo based upon a twenty (20) year amortization schedule at a 5.50% interest rate through maturity. The Debtors shall make a balloon payment of any remaining outstanding principal on January 10, 2020.

Beginning on the Effective Date, each month the Debtors will impound funds into an interest bearing real estate tax account in an amount sufficient to pay the real property taxes due annually on the Real Property. The Debtors may use, at their discretion, cash on hand as of the Effective Date to establish and fund a portion of this account.

THE CREDITOR IN THIS CLASS IS IMPAIRED.

2. Allowed Real Property Tax Claims (Class 2)

Although the Debtors are current on all ad valorem taxes to the Duval County Tax Collector, should any new or additional property taxes become due during the pendency of the Plan, such taxes shall be paid in accordance with Florida law, and will be funded through the real estate tax impound reserve. **THE CREDITOR IN THIS CLASS IS UNIMPAIRED.**

3. Secured Claim of C.S.S. (Class 3)

C.S.S. Landscaping, Inc., as the holder of a Secured Claim in the amount of \$7,376.00, shall be paid over a period of six (6) months, without interest. **THE CREDITOR IN THIS CLASS IS IMPAIRED.**

4. Allowed General Unsecured Claims (Class 4)

Each holder of an Allowed General Unsecured Claim will be paid in full, without interest over a twelve (12) month period. **THE CREDITORS IN THIS CLASS ARE IMPAIRED.**

5. Membership Interests (Class 5)

Under the Plan, the Debtors' sole members, the Robert B. Goldberg Trust, Schuck Properties, L.P. and Villa Sangria Company, respectively, shall retain their membership interests in the Reorganized Debtors. **THE INTEREST HOLDER IN THIS CLASS IS UNIMPAIRED.**

ARTICLE VI
MEANS FOR EXECUTION AND IMPLEMENTATION OF THE PLAN

A. Source of Payments

All amounts payable to holders of Allowed Claims under the Plan shall receive payments from the Reorganized Debtors from cash on hand and cash earned through operations in connection with the Real Property, unless any such holder and the Debtors or Reorganized Debtors have agreed upon different treatment. The Reorganized Debtors shall serve as the disbursing agent under the Plan responsible for payment of all distributions to holders of Allowed Claims in accordance with the terms of the Plan.

Distributions to Allowed General Unsecured Claims will be made through twelve (12) monthly installments from cash on hand and cash earned through operations in connection with the Real Property.

B. Post-Confirmation Management

The managing-members of the Reorganized Debtors will be the Robert B. Goldberg Trust, Schuck Properties, L.P., and Villa Sangria Company, respectively.

C. Revesting of Assets

Title to all of the Debtors' Assets and Property will revert in the Reorganized Debtors, free and clear of all claims and interests, on the Effective Date. After the Effective Date, the Reorganized Debtors may operate their respective property and may use, acquire and dispose of property free of any restrictions of the Bankruptcy Code or the Bankruptcy Rules. As of the Effective Date, the Debtors' Estates will be free and clear of all claims and interests.

D. Post-Confirmation Operations

Following Confirmation, the Reorganized Debtors shall execute such documents and take such other actions as are necessary to make effective the transactions provided for in the Plan.

E. Closing of the Chapter 11 Case

Notwithstanding anything to the contrary in the Bankruptcy Rules providing for earlier closure of the Chapter 11 Case, when all Contested Claims against the Debtors have become Allowed Claims or Disallowed Claims, and such available Cash has been distributed in accordance with the Plan, the Debtors shall seek authority from the Bankruptcy Court to close the Chapter 11 Case in accordance with the Bankruptcy Code and the Bankruptcy Rules.

ARTICLE VII
EFFECT OF CONFIRMATION

A. Section 1146 Exemption

To the fullest extent permitted under section 1146(a) of the Bankruptcy Code, the execution, delivery or recording of an instrument of transfer under the Plan, or the transfer or sale of any real, personal or other Property by the Debtors or Reorganized Debtors shall be considered a transfer under the Plan and shall not be taxed under any state or local law imposing a stamp tax, transfer tax or similar tax or fee. Consistent with the foregoing, each recorder of deeds or similar official for any county, city or governmental unit in which any instrument hereunder is to be recorded shall, pursuant to the Confirmation Order, be ordered and directed to accept such instrument, without requiring the payment of any documentary stamp tax, deed stamps, stamp tax, transfer tax, mortgage recording tax, intangible tax or similar tax.

ARTICLE VIII
TAX CONSEQUENCES

The Debtors have not obtained a tax opinion and express no opinion as to the tax consequences to the holder of any claim or interest caused by the terms of the Plan. Creditors are advised and encouraged to obtain their own tax counsel to determine the tax consequences of the Plan. The Debtors do not believe there will be negative tax consequences as a result of the confirmation of the Plan.

BECAUSE THE DEBTORS EXPRESS NO TAX ADVICE, IN NO EVENT WILL THE DEBTORS OR PROFESSIONAL ADVISORS ENGAGED BY ANY OF THEM BE LIABLE FOR THE TAX CONSEQUENCES OF THE PLAN. CREDITORS MUST LOOK SOLELY TO AND RELY SOLELY UPON THEIR OWN ADVISORS AS TO THE TAX CONSEQUENCES OF THE PLAN.

ARTICLE IX
LIQUIDATION ALTERNATIVE

Since substantially all the Debtors' Property is pledged to Wells Fargo, in a hypothetical chapter 7 liquidation, a chapter 7 trustee would likely abandon the Real Property to Wells Fargo, and grant relief for Wells Fargo to proceed with the Foreclosure Litigation. Wells Fargo would seek to obtain a receiver to manage operation of the Real Property, retaining all rents received from current tenants, until a final judgment of foreclosure is obtained and the Real Property is sold at a foreclosure sale. If the property is sold at a foreclosure sale, there would be no funds available for distribution to C.S.S. Landscaping, Inc. for its Secured Claim, or to the holders of Unsecured Claims. In the event the Plan is not confirmed, and the Debtors' cases are converted to a case under chapter 7, the Debtors do not believe creditors other than Wells Fargo would receive a distribution. In addition, the administrative expense of the trustee and his/her professionals would prime and add an additional layer of administrative expense over and above the Allowed Administrative Claims in the Chapter 11 Case.

For these reasons, the treatment of Creditors and Interest Holders proposed by the Plan is clearly favorable to that available in hypothetical chapter 7 liquidation on the Effective Date.

ARTICLE X
ACCEPTANCE AND CONFIRMATION OF THE PLAN

The Debtors believe that the Plan satisfies all of the requirements for confirmation.

A. General Confirmation Requirements.

Section 1129(a) of the Bankruptcy Code requires that a plan be proposed in good faith, that there be disclosed certain information regarding payment made or promised to be made to insiders, and that the plan comply with the applicable provisions of chapter 11. The Debtors believe that they have complied with these provisions. Section 1121(a) of the Bankruptcy Code also requires that at least one impaired class accept the plan and that confirmation of the plan will likely not be followed by the need for further financial reorganization. Classes 1, 3 and 4 are the impaired classes under the Plan.

The Debtors believe that each such class will vote to accept the Plan and, if not, “cramdown” confirmation under Section 1129(b) of the Bankruptcy Code will be successful because at least one impaired class will vote to accept the Plan.

B. Best Interest of Creditors Test.

Each holder of a Claim or Interest in an impaired Class must either: (i) accept the Plan or (ii) receive or retain under the Plan cash or property of a value, as of the Effective Date of the Plan, that is not less than the value that the holder would receive or retain if the Debtors were liquidated under chapter 7 of the Bankruptcy Code. The Bankruptcy Court will determine whether the Cash paid under the Plan to each Class equals or exceeds the value that would be allocated to the holders in liquidation under chapter 7 of the Bankruptcy Code (the “Best Interest Test”). The Best Interest Test requires the Bankruptcy Court to find the Plan provides each member of each impaired Class a recovery having a value at least equal to that which each such Class member would receive if the Debtors were liquidated under chapter 7 of the Bankruptcy Code. The Debtors believe that the Plan meets the Best Interest Test because, as explained in Article IX above, no claims other than the Wells Fargo Secured Claim would be paid in a hypothetical chapter 7 liquidation on the Effective Date.

C. Classification of Claims and Interests

The Bankruptcy Code requires that a plan of reorganization place each creditor’s claim and each equity security holder’s interest in a class with other claims and interests that are “substantially similar.” The Debtors believe the Plan meets the classification requirements of the Code.

D. Confirmation Hearing

The Bankruptcy Code requires that the Bankruptcy Court, after notice, hold a hearing on the confirmation of the Plan. The Confirmation Hearing may be adjourned from time to time by the Bankruptcy Court without further notice except for an announcement of the adjourned date made at the Confirmation Hearing. Any objection to confirmation must be made timely in writing, filed with the Bankruptcy Court and served upon the following parties:

Jason B. Burnett, Esq.
GrayRobinson, P.A.
50 N. Laura St., Suite 1100
Jacksonville, FL 32202

E. Voting

Each class of Claims or Interest that is impaired under the Plan shall be entitled to vote separately to accept or reject the Plan. A Class of Claims shall have accepted the Plan if at least two-thirds in amount and more than one-half in number of the Allowed Claims of such Class that have filed ballots accepting or rejecting the Plan vote in favor of the Plan. A Class of Interests shall have accepted the Plan if at least two-thirds in amount of the Allowed Interests in such Class that have filed ballots accepting or rejecting the Plan vote in favor of the Plan.

F. Financial Feasibility

The Bankruptcy Code requires that, in order to confirm a plan, the Court must find that confirmation of the Plan is not likely to be followed by liquidation or the need for further financial reorganization of the Debtors (the "Feasibility Test"). For a Plan to meet the Feasibility Test, the Court must find that the Debtors' Estates will possess the capital and other resources necessary to meet their respective obligations under the Plan.

The Debtors will service the Allowed Claim of Wells Fargo with the modified interest only payments at 5.50% through January 10, 2013. Beginning on January 11, 2013, the Debtors will begin to make principal and interest payments to Wells Fargo based upon a twenty (20) year amortization schedule through maturity. As a result, the Debtors will be able to fund the distribution contemplated to holders of Allowed Unsecured Claims from the Debtors' cash on hand on the Effective Date and cash earned through operations in connection with the Real Property. Payment of the C.S.S. Secured Claim will also be funded through cash on hand and cash earned through operations in connection with the Real Property.

The Debtors believe that following confirmation of the Plan, the Reorganized Debtors will be able to perform their obligations under the Plan without the need for further liquidation or financial reorganization by reducing their monthly mortgage payments to the Lender, and using the funded reserves to improve existing leaseholds to retain current tenants, and lease the remaining vacant spaces.

ARTICLE XI

EFFECT OF THE PLAN ON CLAIMS AND INTERESTS

A. Discharge

1. General Discharge

Commencing on the Effective Date, except as otherwise expressly provided, all holders of Claims shall be precluded forever from asserting against the Debtors' estates, the Debtors or their assets, or the Reorganized Debtors, any other or further liabilities, liens, obligation, claims or equity interest, arising or existing prior to the Effective Date, that were or could have been the

subject of any Claim, whether or not Allowed. As of the Effective Date, the Debtors, Estates and Reorganized Debtors shall be discharged, released from and shall hold the Assets received or retained by and pursuant to the Plan, free and clear of all liabilities, liens, claims and obligations or other claims of any nature against the Debtors or their Estates, except those duties and obligations created by the Plan.

B. Injunction

In accordance with section 524 of the Bankruptcy Code, the discharge provided by this Article VIII and section 1141 of the Bankruptcy Code, among other things, acts as a permanent injunction against the commencement or continuation of any action, employment of process or act to collect, offset or recover the Claims against or Interests in the Debtors.

C. Stay

Unless otherwise provided herein, all injunctions or stays provided for in the chapter 11 Case pursuant to section 105 or 362 of the Bankruptcy Code, or otherwise, and in existence on the Confirmation Date, shall remain in full force and effect until the entry of the final decree closing the Chapter 11 Case.

ARTICLE XII FINAL REPORT

At such time as all distributions provided for under the Plan have been made, the Debtors shall file a final accounting with the Bankruptcy Court. At such time as all of the distributions provided for under the Plan have been made, the Debtors shall file a final accounting with the Bankruptcy Court, together with the Final Report, and shall seek entry of a final decree closing the chapter 11 Case pursuant to section 350(a) of the Bankruptcy Code and Bankruptcy Rule 3022.

ARTICLE XIII RETENTION OF JURISDICTION

A. Exclusive Jurisdiction of Bankruptcy Court.

Notwithstanding the entry of the Confirmation Order and the occurrence of the Effective Date, from and after the Effective Date the Bankruptcy Court shall retain exclusive jurisdiction of all matters arising out of, arising in or related to, the Chapter 11 Case to the fullest extent permitted by applicable law, including, without limitation, jurisdiction to:

1. interpret and enforce the provisions of the Plan;
2. allow, disallow, determine, liquidate, classify, estimate or establish the priority or secured or unsecured status of any Claim or Interest (whether filed before or after the Effective Date and whether or not contingent, disputed or unliquidated), including the compromise, settlement and resolution of any request for payment of any Administrative Claim, the resolution of any objections to the allowance or priority of Claims or Interests and the resolution of any dispute as to the treatment

necessary to reinstate a Claim or Interest pursuant to the Plan, and to hear and determine any other issue presented hereby or arising hereunder, including during the pendency of any appeal relating to any objection to such Claim or Interest (to the extent permitted under applicable law);

3. grant or deny any applications for allowance of compensation or reimbursement of expenses authorized pursuant to the Bankruptcy Code or the Plan, for periods ending before, on or after the Effective Date;
4. determine and resolve any matters related to the assumption, assumption and assignment, or rejection of any Executory Contract to which the Debtors are a party or with respect to which the Debtors or Reorganized Debtors may be liable, and to hear, determine and, if necessary, liquidate any claims, including cure Claims, arising therefrom;
5. ensure that all payments and performance due under the Plan and the Plan Documents are accomplished as provided herein, and resolve any issues relating to distributions to holders of Allowed Claims pursuant to the provisions of the Plan and the Plan Documents;
6. construe, take any action and issue such orders consistent with section 1142 of the Bankruptcy Code, as may be necessary for the enforcement, implementation, execution and consummation of the Plan and all Plan documents, contracts, instruments, releases, indentures and other agreements or documents created in connection with the Plan, including, without limitation, the Disclosure Statement and the Confirmation Order, for the maintenance of the integrity of the Plan and the Plan documents;
7. determine and resolve any cases, controversies, suits or disputes that may arise in connection with the consummation, interpretation, implementation or enforcement of the Plan (and all Exhibits to the Plan), the Plan documents or the Confirmation Order, including the release and injunction provisions set forth in and contemplated by the Plan, the Plan documents or the Confirmation Order, or any Person's rights arising under or obligations incurred in connection therewith;
8. entertain, approve and confirm modifications of the Plan before, on or after the Effective Date pursuant to section 1127 of the Bankruptcy Code, or modify the Disclosure Statement, the Confirmation Order or any Plan document, contract, instrument, release, indenture or other agreement or document created in connection with the Plan, the Disclosure Statement or the Confirmation Order, or remedy any defect or omission, or reconcile any inconsistency in any Court order, the Plan, the Disclosure Statement, the Confirmation Order or any Plan document, contract, instrument, release, indenture or other agreement or document created in connection with the Plan, the Disclosure Statement or the Confirmation Order, in such manner as may be necessary or appropriate to consummate the Plan, to the extent authorized by the Bankruptcy Code, and the Plan;

9. issue injunctions, enter, implement and enforce orders, or take such other actions as may be necessary or appropriate to restrain interference by any Person with consummation, implementation or enforcement of the Plan or the Confirmation Order;
10. enter, implement and enforce such orders as are necessary or appropriate if the Confirmation Order is for any reason modified, stayed, reversed, revoked or vacated;
11. determine any other matters that may arise in connection with or relating to the Plan and Plan documents, the Disclosure Statement, or the Confirmation Order, or any contract, instrument, release, indenture or other agreement or document created in connection with the Plan and Plan Documents, the Disclosure Statement, or the Confirmation Order, except as otherwise provided in the Plan;
12. hear and determine any other matters related hereto and not inconsistent with chapter 11 of the Bankruptcy Code;
13. continue to enforce the automatic stay, and any other applicable stays or injunctions, through the date of entry of the final decree closing the Chapter 11 Case;
14. hear and determine (A) disputes arising in connection with the interpretation, implementation or enforcement of the Plan, the Confirmation Order and/or the Plan documents, or (B) issues presented or arising under the Plan, the Confirmation Order and the Plan documents, including disputes among holders of claims and arising under agreements, documents or instruments executed in connection with the Plan, the Confirmation Order and/or the Plan documents;
15. shorten or extend, for cause, the time fixed for performance of any act or event under the Plan, the Confirmation Order and/or the Plan documents, on notice or ex parte, as the Bankruptcy Court shall determine to be appropriate;
16. enter any order, including injunctions, necessary to enforce the title, rights and powers of the Reorganized Debtors, and to impose such limitations, restrictions, terms and conditions on such title, rights and powers as the Bankruptcy Court may deem necessary;
17. adjudicate any settlements pursuant to Bankruptcy Rule 9019, if required under the Plan or the Confirmation Order, and all other matters contained herein; and
18. enter a final decree closing the chapter 11 Case or converting the chapter 11 Case to a case under chapter 7 of the Bankruptcy Code.

If the Bankruptcy Court abstains from exercising or declines to exercise jurisdiction over any matter arising under, arising in or related to the Debtors, the Estates, the Reorganized Debtors, or the Chapter 11 Case, this Article XVI shall not prohibit or limit the exercise of jurisdiction by any other court having competent jurisdiction with respect to such subject matter,

Nothing in this Article XVI shall constitute a waiver by the United States of its rights to assert that the Bankruptcy Court lacks jurisdiction over any matter set forth in this Article XVI.

ARTICLE XIV
MISCELLANEOUS PROVISIONS

A. Unclaimed or Returned Property.

All property, whether stock certificates or cash, distributed on account of Allowed Claims or Interests must be claimed within the later of: (a) 90 days after the Effective Date, or (b) 90 days after such distribution is made to the Holder of such Allowed Claims. If property distributed on account of Allowed Claims or Interests is not negotiated within the 90-day period set forth above, or if returned by the United States Post Office (or other delivery service) as undeliverable, the Unclaimed Property shall vest in the Reorganized Debtors and shall become an Asset of the Reorganized Debtors free and clear of any Claims, liens, interests or encumbrances, except as otherwise provided in the Plan. No further distribution shall be made to any such Holder and the Holder shall not be entitled to a claim for such Unclaimed Property. Nothing in this Plan shall require the Reorganized Debtors to attempt to locate the Allowed Holders other than by reviewing the proofs of Claim filed with the Bankruptcy Court, the Debtors' Schedules and any written communication from the Allowed Holder relating to address information.

B. De Minimis Distributions.

No distribution of less than twenty-five dollars (\$25.00) shall be made to any Creditor on account of its Allowed Claim.

C. Binding Effect of Plan

The provisions of the Plan, Confirmation Order and plan documents shall be binding upon and inure to the benefit of the Debtors, the Estates, the Reorganized Debtors, the Future Claims' Representative, any holder of any Claim or Interest treated herein or any Person named or referred to in the Plan, and each of their respective heirs, executors, administrators representatives predecessors, successors, assigns, agents, officers and directors, and, as to the binding effect, to the fullest extent permitted under the Bankruptcy Code and other applicable law, each other Person affected by the Plan or the Confirmation Order.

D. Substantial Consummation of the Plan

For purposes of any future analysis regarding appellate issues (including the mootness of any appeal of the Confirmation Order which has not been stayed), modification of the Plan, administration of the Plan and jurisdiction of the Bankruptcy Court, the Plan shall be deemed to have been substantially consummated upon the Effective Date. Nothing herein, however, shall limit or affect the Bankruptcy Court's retention of jurisdiction under this Plan.

E. No Admissions

Notwithstanding anything herein to the contrary, nothing contained in the Plan shall be

deemed an admission by the Debtors or the Reorganized Debtors with respect to any matter set forth herein, including, without limitation, liability on any Claim or Interest or the Propriety of any classification of any Claim or Interest.

F. Confirmation Order Controls

To the extent that the Plan or the Disclosure Statement is inconsistent with the Confirmation Order, the Confirmation Order shall control.

G. Withdrawal of the Plan

The Debtors reserve the right, at any time prior to the substantial consummation (as that term is defined in section 1101(2) of the Bankruptcy Code) of the Plan, to revoke or withdraw the Plan. If the Plan is revoked or withdrawn or if the Confirmation Date does not occur, the Plan shall be null and void and have no force and effect. In such event, nothing contained herein shall be deemed to constitute a waiver or release of any claims or interests by or against the Debtors or any other Person, constitute an admission of any fact or legal conclusion by the Debtors or any other Person, or to prejudice in any manner the rights of the Debtors or any other Person in any further proceedings involving the Debtors.

H. Modification of the Plan

The Debtors may alter, amend, or modify the Plan in accordance with section 1127(a) of the Bankruptcy Code or as otherwise permitted at any time before the Confirmation Date. After the Confirmation Date and before the substantial consummation of the Plan, and in accordance with the provisions of section 1127(b) of the Bankruptcy Code and the Bankruptcy Rules, the Debtors, Reorganized Debtors, or any other party in interest may, so long as the treatment of holders of Claims and Interests under the Plan is not adversely affected, institute proceedings in the Bankruptcy Court to remedy any defect or omission or to reconcile any inconsistencies in the Plan, the Plan documents, the Disclosure Statement, or the Confirmation Order and any other matters as may be necessary to carry out the purposes and effects of the Plan and the Plan documents. However, prior notice of such proceedings shall be served in accordance with Bankruptcy Rule 2002.

I. Plan Supplement

Any and all exhibits, lists or schedules not filed with the Plan or the Disclosure Statement shall be contained in a Plan Supplement and filed with the Bankruptcy Court not later than three (3) Business Days prior to the commencement of the Confirmation Hearing. Upon its filing with the Bankruptcy Court, the Plan Supplement may be inspected in the Office of the Clerk of the Bankruptcy Court during normal court hours. Holders of Claims or Interest may obtain a copy of the Plan Supplement upon written request to counsel to the Debtors at the address set forth in Article X.

J. Business Days

If any payment or act under the Plan is required to be made or performed on a date that is not a business day, then the making of such payment or the performance of such act may be

completed on the next succeeding business day, but shall be deemed to have been completed as of the required date.

K. Governing Law

EXCEPT TO THE EXTENT THAT THE BANKRUPTCY CODE OR BANKRUPTCY RULES OR OTHER FEDERAL LAWS ARE APPLICABLE, AND SUBJECT TO THE PROVISIONS OF ANY CONTRACT, INSTRUMENT, RELEASE, INDENTURE OR OTHER AGREEMENT OR DOCUMENT ENTERED INTO IN CONNECTION WITH THE PLAN, INCLUDING, WITHOUT LIMITATION THE PLAN DOCUMENTS THE CONSTRUCTION, IMPLEMENTATION AND ENFORCEMENT OF THE PLAN AND ALL RIGHTS AND OBLIGATIONS ARISING UNDER THE PLAN SHALL BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF FLORIDA, WITHOUT GIVING EFFECT TO CONFLICTS OF LAW PRINCIPLES THAT WOULD APPLY THE LAW OF A JURISDICTION OTHER THAN THE STATE OF FLORIDA OR THE UNITED STATES OF AMERICA.

L. Notices

Any notice required or permitted to be provided under the Plan shall be in writing and served by either (a) first class U.S. mail, postage prepaid, (b) hand delivery, or (c) reputable overnight delivery service, freight prepaid, to be addressed as follows:

Jason B. Burnett, Esq.
GrayRobinson, P.A.
50 N. Laura St., Suite 1100
Jacksonville, FL 32202

The Debtors recommend that Creditors carefully consider and review this Disclosure Statement and the Plan. The Debtors believe that the Plan provides Creditors with the greatest possible value that could be realized on their Claims. There are several alternatives to confirmation of the Plan including liquidation of the Debtors under Chapter 7 of the Bankruptcy Code, in which event the Debtors believe that Creditors would receive less than they will under the Plan.

For the reasons set forth above, the Debtors believe that the distribution to each impaired Class under the Plan will be greater than distributions that might be received under chapter 7 liquidation. The Debtors recommend that each Creditor vote to accept the Plan.

Dated: April 9, 2010

GOLDBERG-BAYMEADOWS, LLC

By: /s/ Robert B. Goldberg
Name: Robert B. Goldberg
Title: Trustee, of the Robert B. Goldberg Trust

Sole Member of Goldberg-Baymeadows, LLC

-and-

SCHUCK-BAYMEADOWS, LLC

By: /s/ Brian E. Schuck

Name: Brian E. Schuck

Title: General Partner, Schuck Properties, LP

Sole Member of Schuck-Baymeadows, LLC

-and-

VILLA SANGRIA-BAYMEADOWS, LLC

By: /s/ Theodore J. Mintz

Name: Theodore J. Mintz

Title: Partnership Manager of Mabie & Mintz,
Managing Partner of Villa Sangria Company

Sole Member of Villa Sangria-Baymeadows, LLC

-and-

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