

UNITED STATES BANKRUPTCY COURT
WESTERN DISTRICT OF KENTUCKY
BOWLING GREEN DIVISION

IN RE:

INVESTORS CAPITAL PARTNERS II, LP

CASE NO. 12-11675
CHAPTER 11

DEBTOR IN POSSESSION

**DEBTOR'S FIRST AMENDED PLAN OF REORGANIZATION UNDER
CHAPTER 11 OF THE UNITED STATES BANKRUPTCY CODE**

Respectfully submitted,

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Dated: December 9, 2013

DEBTOR'S FIRST AMENDED PLAN OF REORGANIZATION
UNDER CHAPTER 11 OF THE UNITED STATES BANKRUPTCY CODE

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Comes Investors Capital Partners II, LP (the "Debtor"), as Debtor and Debtor in possession in the above-captioned bankruptcy case, and pursuant to 11 U.S.C. §§ 1121, 1123, and 1129, and Fed. R. Bankr. P. 3016, hereby proposes the following First Amended Plan of Reorganization (the "Plan") for the resolution of the Claims against and Interests in the Debtor.

ARTICLE I

DEFINITIONS, RULES OF CONSTRUCTION, AND COMPUTATION OF TIME

1.1 **Defined Terms.** All capitalized terms used herein and not otherwise defined have the meanings given to them in the Definitions attached hereto as Exhibit A or, if not defined in Exhibit A, then as defined in the United States Bankruptcy Code, 11 U.S.C. §§ 101, *et seq.*, unless the context clearly requires otherwise.

1.2 **Rules of Construction.** The rules of construction used in 11 U.S.C. § 102 shall apply to the construction of this Plan.

1.3 **Computation of Time.** In computing any period of time prescribed or allowed by the Plan, the provisions of Fed. R. Bankr. P. 9006(a) shall apply.

ARTICLE II

GENERAL OVERVIEW OF THE PLAN

The Plan provides for the Debtor to continue to operate post-Confirmation as the Reorganized Debtor in the ordinary course of business, receiving ongoing income from its operations in order to fund plan payments to its Creditors.

THIS GENERAL SUMMARY IS QUALIFIED IN ITS ENTIRETY BY REFERENCE TO THE SPECIFIC PROVISIONS OF THE PLAN AS SET FORTH HEREIN WHICH GOVERN.

ARTICLE III

TREATMENT OF UNCLASSIFIED CLAIMS

3.1 **United States Trustee.** All fees payable to the United States Trustee pursuant to 28 U.S.C. § 1930 shall be paid on or before the Effective Date of the Plan. Following Confirmation, the Reorganized Debtor's obligation to pay United States Trustee fees shall continue until the Bankruptcy Case is converted, dismissed, or closed, whichever occurs first, and said fees will be paid by the Reorganized Debtor in the ordinary course as they are incurred.

3.2 **Ordinary Course Administrative Claims.** Allowed Administrative Claims arising from obligations incurred by the Debtor in the ordinary course of its business prior to the Confirmation Date, including Administrative Trade Claims, shall be paid, and performed by the Reorganized Debtor in the ordinary course of business in accordance with the terms of any agreements governing, instruments evidencing, or other documents relating to such transactions. Ordinary Course Administrative Claims shall include any Administrative Claims of Tax Creditors for postpetition tax obligations which may be accrued but not yet paid.

3.3 **DIP Lenders' Administrative Claims.** The Plan provides for the repayment of Allowed DIP Lenders' Claims arising from loans from limited partners of the Debtor to the Debtor in various amounts. The Debtor sought approval of the DIP Loans on February 22, 2013 [ECF No. 44]. The DIP Lender's Allowed Administrative Claim shall be allowed in the full face amount to each DIP Lender as funded as of the Confirmation Date and shall accrue interest at the current prime rate of 3.25% until paid in full. The DIP Lender's Allowed Administrative Claim shall be paid back as provided for in the Debtor's Projections attached hereto as Exhibit B (the "Projections") and beginning in year four following Confirmation. Payments will continue until the DIP Lender's Allowed Administrative Claim is paid in full; provided, however, that the Reorganized Debtor and the DIP Lender may agree to increase or decrease the payments made to the DIP Lender as the Reorganized Debtor's cash flow permits or requires as long as such increase or decrease does not affect the payment to any other class of creditors. Each DIP Lender acknowledges and agrees that its Allowed Administrative Claim is not being paid in accordance with the Bankruptcy Code, nor with the Order Approving Debtor's Expedited Motion for Authority to Incur Debtor in Possession Financing and is not being paid at the same time as other Allowed Administrative Claims. Despite language to the contrary in the DIP Motion, some payments to pre-petition priority and unsecured creditors will be made prior to the payment in full of the DIP Lenders' Allowed Administrative Claim.

3.4 **Other Allowed Administrative Claims.** All other holders of Allowed Administrative Claims including Professional Claims and 11 U.S.C. § 503(b)(9) Allowed Claims, if any, shall be paid in full on the Effective Date or as agreed by any such Creditor. All Professionals shall retain their respective carve-out rights as provided for by final Orders of the Court.

3.5 **Bar Date for Administrative Claims.**

3.5.1 **Holders of Administrative Claims in Section 3.2.** Holders of Administrative Claims in Sections 3.2 (Ordinary Course Administrative Claims) and 3.3 (DIP Lenders' Administrative Claims) are not required to file or serve any request for payment, and will be paid in the ordinary course as due or pursuant to agreement with the Reorganized Debtor.

3.5.2 **All Other Entities Seeking Payment of an Administrative Claim.** All other entities seeking payment of an Administrative Claim, including Professionals, shall file their respective requests for allowance and payment thereof by no later than the date that is thirty (30) days after the entry of the Confirmation Order or such other date as may be fixed by an order of the Bankruptcy Court. A proof of claim, without more, does not constitute a request for allowance of an Administrative Claim. Holders of Administrative Claims that do not file and serve a request for allowance and payment by the bar date set forth in this Section will be forever barred from asserting such Claims; provided, however, that Administrative Claimants who have previously had their Claims Allowed by Court Order do not need to file any further Application or request for Allowance unless the amount they are seeking has increased subsequent to entry to said Order. The Court shall retain jurisdiction to determine the amount and allowance of any such Claim if there is any dispute between the Reorganized Debtor and any Claimant.

3.6 **Priority Tax Claims.**

3.6.1 Pursuant to 11 U.S.C. § 1129(a)(9)(C), unless otherwise agreed by the holder of a Priority Tax Claim and the Reorganized Debtor, each governmental unit which is the holder of an Allowed Priority Tax Claim will receive, in full satisfaction of its Allowed Priority Tax Claim, deferred cash payments totaling the Allowed amount of such Claim over a period not exceeding five (5) years from the Petition Date, as required by the Bankruptcy Code. Payments will be made in available amounts in year one of the Plan Term, and thereafter beginning in year 2, in equal quarterly installments of principal, and simple interest accruing from the Effective Date at the current rate of interest required by law on the unpaid portion of each Allowed Priority Tax Claim (or upon such other terms determined by the Bankruptcy Court to provide the holders of Priority Tax Claims with deferred cash payments having a value, as of the Effective Date, equal to the Allowed amount of such Priority Tax Claims). The Reorganized Debtor will have the right and discretion to pay any Allowed Priority Tax Claim, or any remaining balance of such Priority Tax Claim, in full, at any time on or after the Effective Date, without premium or penalty and without further order of the Court if cash is available to do so.

3.6.2 Notwithstanding the provisions of Section 3.6.1, any governmental unit which is the holder of an Allowed Priority Tax Claim will not be entitled to receive any payment on account of any penalty arising with respect to or in connection with the Allowed Priority Tax Claim. The holder of an Allowed Priority Tax Claim shall not assess or attempt to collect such penalty from the Reorganized Debtor, its property, or any responsible officer or other person who might be liable thereon, and any such penalty amount shall be disallowed, provided that the principal and interest portions of the Allowed Priority Tax Claim are paid in full within the five (5) years provided by law.

3.7 **Other Allowed Priority Non-Tax Claims.** As soon as practicable after the later of the Effective Date and the date the Claim becomes an Allowed Claim, each holder of an Allowed Priority Non-Tax Claim against the Reorganized Debtor will receive in full satisfaction, settlement, release and discharge of and in exchange for such Allowed Priority Non-Tax Claim a Distribution from the Reorganized Debtor: (i) in Cash equal to the unpaid portion of such Allowed Priority Non-Tax Claim against such Reorganized Debtor; or (ii) in such amounts and on such other terms as may be agreed between the holder of the Allowed Priority Non-Tax Claim and the Reorganized Debtor; or (iii) in accordance with the terms of the particular agreement under which such Priority Non-Tax Claim arose.

3.8 **Post-Confirmation Professional Claims.** Post-Confirmation Professional Claims will not require Bankruptcy Court approval and will be paid post-Confirmation in the ordinary course from the Reorganized Debtor's business operations.

ARTICLE IV

CLASSIFICATION OF CLAIMS AND INTERESTS

The following classes are hereby designated under this Plan:

4.1 **Class 1: Allowed Secured Claims of PBI Bank, Inc.** Class 1 consists of the Allowed Secured Claims of PBI Bank, Inc. or its successors or assigns (collectively, "PBI"), in the total amount of \$9,566,842 as of the Petition Date.

4.2 **Class 2: Allowed Secured Claim of Alliance Corp.** Class 2 consists of the Allowed Secured Claim of Alliance Corp. ("Alliance"), in the total amount of \$748,208.05 as of the Petition Date.

4.3 **Class 3: Allowed Secured Claim of Barren County PVA.** Class 3 consists of the Allowed Secured Claims of the Barren County PVA, in the total amount of \$53,652 as of the Petition Date.

4.4 **Class 4: Allowed Unsecured Claims.** Class 4 consists of the Allowed Unsecured Claims against the Debtor other than Secured Claims, unclassified Claims, Cure Claims, Priority Claims and Priority Tax Claims.

4.5 **Class 5: Equity Interests in the Debtor.** Class 5 consists of those Persons holding equity or membership Interests in the Debtor.

4.6 **Class 6: Allowed Other Secured Claims.** Class 6 shall consist of all other Secured Claims, if any, excluding the Class 1- 3 Allowed Secured Claims.

ARTICLE V

TREATMENT OF CLASSIFIED CLAIMS AND INTERESTS

On the respective dates set forth herein, or as soon as practicable following the date a classified Claim becomes an Allowed Claim,¹ whichever is later, the Reorganized Debtor shall make the following payments, undertake the considerations hereinafter set forth, and be obligated with respect to such Claims, as follows:

5.1 **Class 1: Allowed Secured Claims of PBI Bank, Inc.** Class 1 consists of the Allowed Secured Claim of PBI Bank, Inc., or its successors or assigns (collectively, "PBI"), valued at \$9,566,842 as of the Petition Date, plus interest at the rate set forth below, less all payments received before the Effective Date and applied to principal. The Allowed Class 1 Claim will be paid in full over time pursuant to the following terms. The Allowed Class 1 Claim is Impaired.

5.1.1 Retention of Liens and Procedures for Future Sales of Collateral.

(a) The Allowed Class 1 Claim will be paid in full over time, and PBI will retain its liens securing the Allowed Class 1 Secured Claim until paid in full or until all of the collateral securing the Allowed Class 1 Claim is sold under the terms of the Plan, with the liens to attach to the net proceeds, after normal and customary closing costs, of any such post-Confirmation sales in their respective order of priority.

(b) **Sale Procedures.** To the extent that the Reorganized Debtor desires to sell real property subject to the lien of the Allowed Class 1 Claim, the Reorganized Debtor shall provide PBI with thirty (30) days advance notice of the proposed sale, notice of the proposed usage of sale proceeds, and a copy of any written offers received. If PBI has not objected or otherwise responded to the proposed sale price and proposed usage of sales proceeds within the thirty (30) day period, the Reorganized Debtor is authorized to sell the real property according to the proposed sale terms. PBI will release its lien on the subject property at closing and upon receipt of its portion of the net sale proceeds after normal closing costs. As set forth on the Debtor's Projections attached hereto as Exhibit B, the Reorganized Debtor anticipates that it will seek to use a portion of any sales proceeds realized from post-Confirmation sales to fund improvements to the Reorganized Debtor's property which constitutes Collateral securing the Allowed Class 1 Claim. All other net proceeds from the sale of real property will be distributed between the Allowed Class 1 Secured Claim of PBI and the Allowed Class 2 Secured Claim of Alliance pursuant to that certain Agreement dated November 3, 2009 between the Debtor, PBI and Alliance, with PBI to receive seventy-five percent (75%) of the net proceeds and Alliance to receive twenty-five percent (25%) of the net proceeds.

(c) **Application of Sales Proceeds Procedure.** Within fourteen (14) days of the closing of any sale of Collateral securing the Allowed Class 1 Claim, PBI shall: (a) apply its portion of the sale proceeds received to reduce the principal balance or any accrued interest of the

¹ The Reorganized Debtor preserves all rights to object to all claims of any Class.

Allowed Class 1 Claim; (b) reamortize the remaining principal balance of the Allowed Class 1 Claim over the remaining term of the repayment period set forth in Section 5.1.2 herein and in accordance with the applicable interest rate(s) set forth in that Section; and (c) provide the Reorganized Debtor with a new monthly payment schedule in accordance with the reduced principal balance and new amortization schedule.

5.1.2 Payment of Allowed Class 1 Claim. The Allowed Class 1 Claim will be repaid through monthly principal and interest payments for a term of twenty (20) years at an interest rate of 3.25% per annum for the first three years following the Effective Date, which interest rate shall increase to 4.25% per annum beginning in the fourth year following the Effective Date and continuing through maturity or repayment in full. At maturity, the full remaining balance will be paid in one lump-sum payment. For the first three years following the Effective Date, the Allowed Class 1 Claim shall be paid monthly principal payments of \$1,000 per month along with the amortized interest payments. Thereafter, beginning in the first month of the fourth year following the Effective Date, the Allowed Class 1 Claim shall be paid combined monthly payments of principal and interest until the Allowed Class 1 Claim is paid in full. Within fourteen (14) days following the entry of the Confirmation Order, PBI shall provide the Reorganized Debtor with an accounting detailing the then-outstanding amount of the Class 1 Claim and indicating how all prepetition (from note maturity to the Petition Date) and postpetition payments have been applied to the Claim, including the application of certain of the Escrowed Funds addressed in Section 5.1.3 below. PBI shall also provide the Reorganized Debtor with an amortization schedule detailing the monthly payments on the Allowed Class 1 Claim required under the Plan. Payments on the Allowed Class 1 Claim will begin on the 15th day of the first month after the Effective Date and will continue to become due on the 15th day of each month thereafter until the Class 1 Claim is paid in full; provided, however, that PBI has provided the Reorganized Debtor with a specific accounting as required herein, and if no such accounting has been provided, payments on the Class 1 Claim will begin fifteen (15) days after PBI provides the Reorganized Debtor such an accounting and payment schedule.

In addition to the total balance of the Allowed Class 1 Secured Claim, the Reorganized Debtor shall also repay to PBI, on the same terms and conditions as stated above, approximately \$711,000 of the total of the approximately \$1,050,000 debt of Investors Equity Holdings. This additional payment stream represents the approximate amount of said loan proceeds which were received by the ICP2 Debtor when the loan was made.

5.1.3 Accumulated Escrow Rents. PBI presently holds certain funds in escrow account #####5802 (the "Escrow"), which is comprised of both prepetition rents collected by PBI from the Debtor's property which is PBI's Collateral and postpetition rents collected through July 31, 2013, after which time PBI and the Debtor entered in to an Agreed Order regarding the use of such amounts beginning with the August 1, 2013 collections. (the "Escrowed Funds") Within fourteen (14) days following the entry of the Confirmation Order, PBI shall turn over to the Reorganized Debtor the sum of \$53,500 from the Escrowed Funds, to be used solely as set forth in the Projections and used 100% for improvements to PBI's Collateral and/or payment of superior liens (property taxes). Also within fourteen (14) days following the entry of the Confirmation Order, PBI shall

apply the remainder of the Escrowed Funds to the outstanding balance of the Allowed Class 1 Secured Claim.

5.1.4 Post-Confirmation Rents. Beginning on the Effective Date, all rents and proceeds arising from the Collateral securing the Allowed Class 1 Claim shall be paid to the Reorganized Debtor for use solely in accordance with the confirmed Plan.

5.2 **Class 2: Allowed Secured Claim of Alliance Corp.** Class 2 consists of the Allowed Secured Claim of Alliance Corp. ("Alliance"), valued at \$748,208.05 as of the Petition Date, plus interest at the rate set forth below, less all payments received before the Effective Date and applied to principal. The Class 2 Claims will be paid in full over time, not to exceed 8 years, and Alliance will retain its liens securing the Class 2 Claims until paid in full or until the collateral securing the Class 2 Claims is sold under the terms of the Plan, with the liens to attach to the proceeds of any such post-Confirmation sales in their respective order of priority. The Reorganized Debtor shall be authorized to sell real property subject to the liens of any Secured Creditor, and to take any necessary actions to effectuate any such sales without the consent of Alliance so long as the Reorganized Debtor sells such property for the amount listed on the Debtor's financial Projections, or more. As set forth on the Debtor's financial Projections, the Reorganized Debtor will use a portion of the proceeds realized from post-Confirmation sales to fund improvements to the Debtor's property which is Alliance's collateral. All other proceeds from the sale of real property will be distributed between PBI and Alliance pursuant to that certain Agreement dated November 3, 2009 between the Debtor, PBI and Alliance, with PBI to receive seventy-five percent (75%) of the net proceeds and Alliance to receive twenty-five percent (25%) of the net proceeds. In addition to any sales proceeds paid, the Class 2 Claim will be repaid through monthly principal and interest payments for a term of thirty (30) years and shall accrue interest at a per annum rate of 3.75% from the Effective Date until paid in full; provided however, the Reorganized Debtor shall make interest only payments, at a rate of 3.75%, for the initial eighteen (18) months of the Plan. Monthly principal and interest payments shall commence in November, 2014. Any remaining claim of Alliance not treated herein shall be transferred to and become a Class 4 Unsecured Claim. The Class 2 Claim is Impaired.

5.3 **Class 3: Allowed Secured Claim of Barren County PVA.** Class 3 consists of the Allowed Secured Claim of the Barren County PVA, valued at \$53,652, as of the Petition Date, plus statutory interest, which arises as a result of a statutory lien for past due taxes on the Debtor's real property in Barren County, Kentucky. The Barren County PVA claim shall be paid in monthly installments over one year, beginning in the month after the Effective Date. Upon repayment in full, Barren County PVA shall release its statutory liens securing the Class 3 Claim. The Class 3 Claim is Impaired.

5.4 **Class 4: Allowed Unsecured Claims.** Class 4 consists of the Allowed Unsecured Claims against the Debtor other than Secured Claims, unclassified Claims, Cure Claims, Priority Claims and Priority Tax Claims. Each holder of an Allowed Claim in Class 4 shall receive its distribution equal to its *pro rata* share of Net Cash Flow. The Reorganized Debtor shall deposit in a separate escrow account the monthly sum from the Net Cash Flow beginning with the first full month after the Effective Date for the purpose of paying Class 4 Allowed Unsecured Claims. The Reorganized Debtor estimates the total amount available to unsecured creditors over the duration of

the plan to be \$158,549, pursuant to the Debtor's Projections. Distributions shall be made annually, beginning on May 1st of the first year after all unclassified Claims, Cure Claims, Priority Claims and Priority Tax Claims are paid in full. The Class 4 Claims will be paid to the greatest extent possible over time without interest; however, there are not guarantees that holders of an Allowed Unsecured Claim will receive any distribution on account of their claim. The Class 4 Claims are Impaired.

5.5 **Class 5: Equity Interests in the Debtor.** Class 5 consists of those Persons holding equity or membership Interests in the Debtor. The Debtor is a for-profit Tennessee limited partnership. As set forth in the Projections and the Disclosure Statement, holders of interests ("Equity Holders") in the Debtor who so elect, will make a capital contribution in the minimum aggregate amount of up to \$160,000 which includes \$12,500 already contributed and a total of \$148,500 to be contributed within the first eighteen (18) months following the Effective Date, which shall be used by the Reorganized Debtor to satisfy the terms of the Plan and make necessary improvements to its real property. The Interests in the Debtor will remain unimpaired by Confirmation of the Debtor's Plan, so long as the Plan is approved by the Bankruptcy Court and in accordance with the Bankruptcy Code. There will be no dividends, distributions or any other payments to or on account of the Equity Interests until all Plan payments have been completed. The Class 5 Claims are Impaired.

5.6 **Class 6: Allowed Other Secured Claims.** Class 6 shall consist of all other Secured Claims, if any, excluding the Class 1- 3 Allowed Secured Claims. In satisfaction of the Allowed Secured Claim of any Class 6 Creditor, if any, the Debtor shall, on the Effective Date, or such other date as may be agreed on, at the Debtor's option, either: (i) surrender the collateral to the Creditor to allow it to liquidate said collateral at its discretion; or (ii) pay the amount of such Allowed Secured Claim to the Class 6 Creditor over time under the life of the Plan. Any Allowed Claim for a deficiency balance shall be a Class 6 Claim. The Class 6 Claims are impaired.

5.7 **Valuation of Secured Claims.** Under 11 U.S.C. § 506, if any dispute over valuation occurs with any Secured Creditor, the Debtor reserves the right to request that the Court determine the value of the Creditor's interest in the collateral which secures the Creditor's Claim.

5.8 **Bar Date for Deficiency Balance Claims.** Any creditor that asserts a Deficiency Balance Claim following the sale of its collateral shall file a Proof of Claim (or amended Proof of Claim if a claim was previously filed) with the Bankruptcy Court evidencing the nature and amount of the Deficiency Balance Claim within thirty (30) days of the Effective Date, or within 30 days of the sale date of its collateral, whichever is later. Any Deficiency Balance Claims that are not filed within the appropriate 30-day period will be deemed waived and forever barred.

ARTICLE VI

MEANS OF IMPLEMENTATION OF PLAN

6.1 **General Description of Means of Implementation.** The Debtor will continue to operate post-Confirmation as the Reorganized Debtor in the ordinary course of business, receiving ongoing income from its operations and contributions from holders of Equity Interest, and using all income to pay its customary operating expenses and necessary capital expenditures and Plan payments. The Debtor has projected and assumed income growth through a conservatively-projected growth in its business and refinements and improvements in its internal business operations.

6.2 **Vesting of the Debtor's Assets.** At the Confirmation Date, all Assets of the Debtor and the Estate, including all Avoidance Actions and Causes of Action, will revest in and remain with the Reorganized Debtor, free and clear of all liens, claims, interests, and encumbrances, except for those liens provided for in the Plan. Nothing herein shall prohibit the Reorganized Debtor from liquidating any Asset, outside of the ordinary course of business, upon notice to and either (i) consent of any Creditor holding a Lien upon the Asset; or (ii) motion to and order of the Court. The Reorganized Debtor will remain subject to the jurisdiction of this Court until its bankruptcy case is closed or dismissed.

6.3 **Funding the Plan.** In addition to the Equity Holders' capital contribution, the Reorganized Debtor will fund the Plan payments to Creditors in the ordinary course from post-confirmation income and revenues and from any post-Confirmation sales. Notwithstanding any prior Order, as of the Effective Date, and as long as the Reorganized Debtor has not materially defaulted under the terms of this Plan, the Reorganized Debtor shall have the right to collect and use all revenues and other cash collateral derived from the operation of the Assets; provided, however, that a portion of the Net Cash Flow each month shall be segregated and held solely for funding Plan payments to the extent set forth herein.

6.4 **Quarterly Reports.** The Reorganized Debtor will file United States Trustee quarterly reports until such time as its bankruptcy case is closed or dismissed.

6.5 **Continued Engagement of Professionals.** The Reorganized Debtor shall continue the engagement of DelCotto Law Group PLLC and such other professionals as may be necessary for the purposes of rendering services in connection with implementing the Plan, resolving Claims, and performing routine post-Confirmation Chapter 11 administration, such as final reporting and moving to have the case closed upon Plan completion. Post-Confirmation, any professional services will not require Court approval.

6.6 **Monitoring.** The Creditors and parties in interest shall have the right to monitor the collection, accounting, treatment, and distribution of Plan payments. The Reorganized Debtor shall make available its books and records to any Creditor and party in interest at any reasonable time, upon reasonable written notice. No Creditor shall have the right to object to any line item operating expense of the Reorganized Debtor, as long as the Reorganized Debtor is not in default on payments due under the Plan.

6.7 **Ordinary Course Operations.** The Debtor will continue to operate following confirmation in the ordinary course as the Reorganized Debtor, subject to the continuing jurisdiction and supervision of this Court until its case is closed.

6.8 **Parties Responsible for Implementation of the Plan.** Upon Confirmation, James E. Himelrick, Jr., acting as President of the General Partner of the Reorganized Debtor will continue to manage the Debtor's operations, subject to the terms hereof. Mr. Himelrick will have the authority to take all actions desirable in his business judgment to continue the operations of the Reorganized Debtor, including implementation of the Plan and administration of the Debtor's Estate. The Reorganized Debtor will pay all United States Trustee fees and will file all post-Confirmation reports required by the United States Trustee's Office. The Reorganized Debtor will also file the necessary final reports and will request to close the Bankruptcy Case as soon as practicable after plan payments have begun.

6.9 **Vesting and Prosecution of Claims and Causes of Action.** The Debtor's rights, duties and obligations to investigate, prosecute, and collect all of the Debtor's and the Estate's Causes of Action and to pursue Avoidance Actions shall pass to and vest in the Reorganized Debtor as of the Effective Date. The Reorganized Debtor may, but shall not be required to, prosecute any Avoidance Action in its sole discretion. Claims to be considered by the Reorganized Debtor include, but are not limited to, preferential and fraudulent conveyance claims under state and federal law against all Persons.

6.10 **Notice of Default.** In the event of any alleged default under the Plan, any affected Creditor must give a written default notice to the Reorganized Debtor with a copy of said notice emailed to the counsel of record for the Debtor, specifying the nature of the default. The Reorganized Debtor shall have ten (10) business days to cure such default from the first date the Reorganized Debtor receives the default notice. If such default has not been cured within the 10-business-day cure period, then the Claimant shall have the right to seek appropriate relief from the terms of the confirmed Plan in the Bankruptcy Court or as otherwise permitted by law.

6.11 **Retiree Benefit Plans.** There are no qualified retiree benefit plans as established by 11 U.S.C. § 1114, and no such plans will be continued post-confirmation.

ARTICLE VII

EXECUTORY CONTRACTS AND LEASES

7.1 **Assumption, Assignment and/or Rejection.** The Debtor reserves the right to apply to this Court at any time prior to Confirmation for authority to assume, assign or reject any Executory Contracts and Unexpired Leases in whole or in part as provided in 11 U.S.C. §§ 365 and 1123. All remaining Executory Contracts and Leases for which the Debtor has not so moved on or before the Confirmation Date shall be deemed rejected as of said date (the "Rejection Date"); provided, however, that any such motions, requests, proceedings or action to seek to assume or reject, or to

determine Allowed Cure Claims, pending at the Confirmation Date shall be continued until determined by Final Order of the Bankruptcy Court.

7.2 **Repossession Deadline for Rejected Personalty Leases.** Unless a different time period is set forth in any separate order, the lessor of any equipment or other personal property deemed rejected under an Order of the Court or by virtue of Section 7.1 above shall have thirty (30) days following the Rejection Date (“Repossession Date”) in which to take possession of said equipment or property. If said equipment or property is not taken by said lessor by the Repossession Date, then said equipment shall be deemed abandoned by lessor to the Reorganized Debtor, free and clear of any Liens, Claims, encumbrances, or interests which may be claimed by a lessor.

7.3 **Bar Date for Rejection Damages Claims.** Any proof of claim which any third party has with respect to the rejection of any unexpired lease or executory contract must be filed no later than thirty (30) days after the later of: (i) entry of a Final Order of this Court authorizing such rejection, or (ii) the Rejection Date. Any such Claim for rejection damages shall be treated as a Class 3 Unsecured Claim.

ARTICLE VIII

VOTING AND REQUEST FOR PLAN CONFIRMATION

8.1 **Voting Procedure.** ACCEPTANCE OR REJECTION OF THE PLAN WILL BE DETERMINED, PURSUANT TO THE BANKRUPTCY CODE, BASED UPON THE BALLOTS OF THE CREDITORS HOLDING ALLOWED CLAIMS THAT ACTUALLY VOTE ON THE PLAN, SUBJECT TO ARTICLE 8.5, BELOW. THEREFORE, IT IS IMPORTANT THAT CLAIMANTS EXERCISE THEIR RIGHT TO VOTE TO ACCEPT OR REJECT THE PLAN.

8.2 **Classes Entitled to Vote on the Plan.** All Creditors who have an Impaired Claim are entitled to vote to accept or reject the Plan. Classes 1-5 may vote.

8.3 **General Provisions for Voting.** Subject to Article 8.5 below, any Creditor holding a Claim that does not vote will not be counted in the percentage or number requirements for voting. A Claim that has been objected to is not an Allowed Claim unless and until the Court rules on the objection. The Court may temporarily set an amount for such an objected Claim for purposes of voting on the Plan. The allowance or disallowance of any Claim for voting purposes does not necessarily mean that all or a portion of the Claim or interest will be allowed or disallowed for distribution purposes under the Plan.

8.4 **Requirement of Acceptance by One Class of Claims.** As a condition of Confirmation, the Bankruptcy Code requires that each class of Claims that is impaired vote to accept the Plan, subject to the exception of 11 U.S.C. § 1129(b), which requires at least one class of Claims that is impaired to have voted to accept the Plan.

8.5 **Confirmation Without Voting.** If no holders of Claims or Equity Interests eligible to vote in a particular Class vote to accept or reject the Plan, the Plan shall be deemed accepted by the holders of such Claims or Equity Interests in such Class.

8.6 **Confirmation by Cramdown Pursuant to 11 U.S.C. § 1129(b).** The Debtor shall seek Confirmation of the Plan pursuant to 11 U.S.C. § 1129 (b) with respect to any rejecting Class of Claims. The Debtor also reserves the right to modify the Plan and seek confirmation otherwise consistent with the Bankruptcy Code.

8.7 **Conditions Precedent to Confirmation.** The following are conditions precedent to confirmation of this Plan:

8.7.1 **Disclosure Statement.** The Court shall have approved a Disclosure Statement with respect to this Plan as containing adequate information within the meaning of 11 U.S.C. § 1125.

8.7.2 **Form of Confirmation Order.** The Confirmation Order shall be in a form and substance satisfactory to the Debtor.

8.8 **Conditions Precedent to Effective Date.** The following are conditions to the occurrence of the Effective Date:

8.8.1 **Entry of Confirmation Order.** The Confirmation Order shall have been entered by the Court and shall not be subject to any stay and shall otherwise be in full force and effect.

8.8.2 **Final Order.** The Confirmation Order shall have become a Final Order.

ARTICLE IX

DISTRIBUTIONS

9.1 **Distributions on Claims Allowed as of Effective Date.** The Reorganized Debtor shall begin to make Distributions under the Plan, in accordance with the Plan terms, beginning on the Effective Date on behalf of holders of Allowed Claims as of the Effective Date.

9.2 **Method of Distributions.** Any payment of Cash made by the Reorganized Debtor pursuant to the Plan shall, at the Reorganized Debtor's option, be made by check drawn on a domestic bank or wire transfer.

9.3 **Timing of Distributions.** In the event that any payment, Distribution, 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 Distribution 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.

9.4 **Delivery of Distributions.** Subject to Fed. R. Bankr. P. 9010, all Distributions under the Plan to holders of Allowed Claims shall be made to the holder of each Allowed Claim at the address of such holder as listed on the Schedules as of the Effective Date unless the Reorganized Debtor has been notified in writing of a change of address, including, without limitation, by the timely filing of a Proof of Claim by such holder prior to the Effective Date that provides an address for such holder different from the address reflected on the Schedules. In the event that any Distribution to any such holder is returned as undeliverable, the Reorganized Debtor shall use reasonable efforts to determine the current address of such holder, but no Distribution to such holder shall be made unless and until the Reorganized Debtor has determined the then current address of such holder, at which time such Distribution shall be made to such holder.

9.5 **Unclaimed Distributions.** All unclaimed payments or distributions made to any Creditor under the Plan, including but not limited to, unnegotiated checks or drafts, shall, six (6) months after the date of any distribution, revert to the Reorganized Debtor to be redistributed pursuant to the Plan, and shall be forfeited as to the affected Creditors. Any Creditor whose payment is forfeited under this provision will thereafter be treated as having a Disallowed Claim.

9.6 **De Minimis Distribution Cutoff.** If a Distribution to be made to a Creditor holding an Allowed Claim would be \$50.00 or less in the aggregate, notwithstanding any contrary provision of this Plan, no such Distribution will be made to such holder unless a request therefore is made in writing to the Reorganized Debtor.

9.7 **Compliance with Tax Requirements.** A Distribution may be withheld until such time as such holder of the applicable Allowed Claim provides the necessary information to comply with any withholding requirements of any governmental unit. Any property so withheld will then be paid to the appropriate authority. If the holder of an Allowed Claim fails to provide the information necessary to comply with any withholding requirements of any governmental unit within six (6) months from the date of first notification to the holder of the need for such information or for the Cash necessary to comply with any applicable withholding requirements, then such holder's Distribution shall be treated as an unclaimed Distribution in accordance with this Plan.

9.8 **Allocations of Distributions between Principal and Interest.** To the extent that any Allowed Claim entitled to a Distribution under the Plan is comprised of indebtedness and accrued but unpaid interest thereon, such Distribution shall be allocated first to the principal amount of the Claim (as determined for federal income tax purposes) and then, to the extent the consideration exceeds the principal amount of the Claim, to accrued but unpaid interest, unless otherwise specifically set forth herein. This provision does not apply to the Allowed Class 1 Claim and its treatment hereunder.

9.9 **No Interest on Claims.** Except as specifically provided for in the Plan, interest shall not accrue on Claims, and no holder of a Claim shall be entitled to interest accruing on or after the Petition Date on any Claim. Interest shall not accrue or be paid on any Disputed Claim in respect of the period from the Petition Date to the date a final Distribution is made thereon if that Disputed Claim becomes an Allowed Claim. Except as expressly provided herein or in a Final Order of the

Court, no prepetition Claim shall be Allowed to the extent that it is for postpetition interest or other similar charges.

ARTICLE X

PROCEDURES FOR RESOLUTION OF DISPUTED CLAIMS AND CLAIM ESTIMATES

10.1 **Procedures for Unsecured Claims.** THE DEADLINE FOR CREDITORS HOLDING UNSECURED CLAIMS TO FILE A PROOF OF CLAIM SHALL BE THE INITIAL DATE ON WHICH THE COURT SCHEDULES A HEARING ON CONFIRMATION OF THE PLAN. The Debtor has attached the proposed list of Allowed Unsecured Claims as Exhibit C to the Disclosure Statement. Holders of Claims who are (i) listed on Exhibit C and (ii) do not object to the amount of the Claim listed on Exhibit C are not required to file a proof of claim. The Claim of any Person who fails to timely file a proof of claim is hereby disallowed and shall be forever barred from having an Allowed Claim herein. The Claim of any Creditor who fails to timely file a proof of claim by the initial date on which the Court schedules a hearing on confirmation of the Plan shall be forever barred from attempting to seek payment from the Debtor's assets without the need for any Court Order.

10.2 **Procedure for Contingent and Unliquidated Claims.** Creditors holding contingent or unliquidated Claims shall have sixty (60) days from the Confirmation Date to file a motion with the Court to have their Claim allowed. Upon the allowance of a contingent or unliquidated Claim, it shall be entitled to distribution under the Plan consistent with the treatment of other Claims in the Class in which the contingent or unliquidated Claim is ultimately allowed. The contingent or unliquidated Claim of any Creditor who fails to initiate action pursuant to this provision for the allowance of its Claim shall have its Claim disallowed and be forever barred from seeking any recovery from the Debtor, the Estates, and the Assets.

10.3 **Objections to Claims.** Unless otherwise ordered by the Bankruptcy Court, all objections to Claims, including determinations regarding the priority/type of status of any Claim, shall be filed on or before ninety (90) days following the Effective Date, or forty-five (45) days following the filing of any Claim, whichever is later, without prejudice to the extension of such period upon proper application therefor. The objecting party shall serve a copy of each such objection upon the holder of the Claim in accordance with Fed. R. Bankr. P. 3007.

10.4 **Estimation of Claims.** At any time, the Reorganized Debtor may request that the Court estimate any contingent or unliquidated Claim to the extent permitted by 11 U.S.C. § 502(c), regardless of whether the Reorganized Debtor has previously objected to such Claim or whether the Court has ruled on any such objection, and the Court shall have jurisdiction to estimate any Claim at any time during litigation concerning any objection to such Claim, including during the pendency of any appeal relating to any such objection. If the Court estimates any contingent or unliquidated Claim, that estimated amount shall constitute either the Allowed amount of such Claim or a maximum limitation on the Claim, as determined by the Court. If the estimated amount constitutes a maximum limitation on the Claim, the Reorganized Debtor may elect to pursue supplemental proceedings to object to the ultimate allowance of the Claim. All of the aforementioned Claims

objection, estimation and resolution procedures are cumulative and not exclusive of one another. Claims may be estimated and subsequently compromised, settled, withdrawn, or resolved by any mechanism approved by the Court.

10.5 **No Distributions Pending Allowance.** Notwithstanding any other provision hereof, if any portion of a Claim is a Disputed Claim, no payment or Distribution provided hereunder shall be made on account of such Claim unless and until such Disputed Claim becomes an Allowed Claim.

10.6 **Authority to Compromise and Settle Disputed Claims without Court Approval.** On and after the Effective Date, the Reorganized Debtor shall have the authority to compromise, settle, otherwise resolve or withdraw any objections to Disputed Claims without approval of the Bankruptcy Court.

ARTICLE XI

EFFECT OF PLAN CONFIRMATION, RELEASES, AND INJUNCTIONS/STAYS

11.1 **Discharge of Claims.** Except as provided in the Confirmation Order, pursuant to 11 U.S.C. § 1141(d), the rights afforded under the Plan and the treatment of Claims and Equity Interests under the Plan shall be in exchange for and in complete satisfaction, settlement, discharge and release of all Claims. The Confirmation Order shall discharge the Debtor from all Claims and other debts that arose before the Confirmation Date and all debts of the kind specified in 11 U.S.C. §§ 502(g), 502(h) or 502(i), whether or not (i) a Claim based on such debt is allowed pursuant to 11 U.S.C. § 502, or (ii) the holder of a Claim based on such debt has accepted the Plan. As of the Confirmation Date, all persons and entities shall be precluded from asserting against the Debtor and/or the Reorganized Debtor, the Estate, or their successors or property, any other or further Claims, debts, rights, causes of action, or liabilities based upon any act, omission, transaction or other activity of any nature incurred prior to the Confirmation Date. In accordance with the foregoing, the Confirmation Order shall be a judicial determination of discharge of all such Claims and other debts and liabilities of the Debtor, pursuant to 11 U.S.C. §§ 524 and 1141, and such discharge shall void any judgment obtained against the Debtor at any time to the extent that such judgment relates to a discharged Claim. For purposes of clarity, this paragraph shall not preclude a party from pursuing the enforcement of its treatment being granted under the Plan. The discharge granted hereunder shall not prohibit any Creditor from pursuing any non-Debtor guarantor, subject to the provisions contained in Section 11.3, 11.4 and 11.6 herein.

11.2 **Subordination Rights.** The classification and manner of satisfying all Claims and Equity Interests and the respective distributions and treatments hereunder takes into account and/or conforms to the relative priority and rights of the Claims and Equity Interests 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, 11 U.S.C. § 510(b) or otherwise, and any and all such rights are settled, compromised and released pursuant to the Plan. The Confirmation Order shall permanently enjoin, effective as of the Effective Date, 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.

11.3 Injunctions. Except as otherwise provided in the Confirmation Order and subject to the default notice provisions in Section 6.10 hereof, the entry of the Confirmation Order shall constitute an injunction against all Persons from taking any actions to commence or continue any action or proceeding that arose before the Confirmation Date against or affecting the Reorganized Debtor, the Estates, or the Assets, *and against any guarantor or other person who might be obligated on any Claim along with the Reorganized Debtor*, so long as the Reorganized Debtor is in compliance with the Plan provisions. That is to say, no party in interest may take any steps to collect or otherwise proceed on its claim against any person, so long as the Reorganized Debtor is performing and in compliance with the Plan as confirmed. No guarantor is being released, but no party can pursue any such person so long as the Reorganized Debtor is in Plan compliance. Should the Reorganized Debtor fail to cure any default or otherwise get court relief within the 10 business day default-cure period, this injunction shall terminate.

11.4 Terms of Injunctions and Stays. Except as may be otherwise provided in the herein or in the final Confirmation Order, the Confirmation Order will permanently enjoin the commencement or prosecution by any person or entity, whether directly, derivatively or otherwise, of any Claims, obligations, suits, judgments, damages, demands, debts, rights, causes of action or liabilities released or modified pursuant to the Plan, except for the treatment as provided for in the Plan.

11.5 Exculpation for Postpetition Events and Limitation of Liability. Except as provided in Section 6.8, neither the Debtor and/or Reorganized Debtor, the Estates, nor any of their respective present or former officers, directors, shareholders, members, employees, advisors, attorneys or agents acting in such capacity or their respective affiliates, shall have or incur any liability to, or be subject to any right of action by, the Debtor or any holder of a Claim, or any other party in interest, or any of their respective agents, shareholders, employees, representatives, financial advisors, 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 on or after the Petition Date, (b) the Disclosure Statement, the Plan, and the documents necessary to effectuate the Plan, (c) the solicitation of acceptances and rejections of the Plan, (d) the Bankruptcy Case, (e) the administration of the Plan, (f) the distribution of property under the Plan, (g) any contract, instrument, release or other agreement or document created or entered into in connection with the Plan or the Bankruptcy Case, or (h) any sale pursuant to or after the Plan, and in all respects shall be entitled to rely reasonably upon the advice of counsel with respect to their duties and responsibilities under the Plan.

11.6 Temporary Injunction and Stay as to Officers, Guarantors, and Insiders. On the Effective Date, every holder of a Tax Claim and any Creditor asserting a personal guaranty against any Insider shall be precluded and stayed from asserting against any such Officer or Insider any obligation that is a Tax Claim or guaranty Claim that is provided herein for payment in full by the Reorganized Debtor, only so long as Reorganized Debtor is in compliance with the Plan; provided, however, any such claimant may obtain exemption from this stay: (i) if the Plan is in default, (ii)(ii) upon 10 business days written notice to the

Reorganized Debtor and such guarantors as set forth in Section 6.10 hereof and any such default having not been cured; and (iii) if such Allowed Claim is not paid in full pursuant to the terms of this Plan. For clarity, no such guarantor shall be released by the Plan until Reorganized Debtor has paid the Allowed Claim in full. Should the Reorganized Debtor fail to cure any default or otherwise get court relief within the 10 business day default-cure period, this injunction shall terminate.

11.7 **Indemnities for Directors and Officers.** Any state law indemnity obligations of the Debtor to its officers, directors, and/or shareholders shall continue, unaffected by the Plan, to the extent as they existed on the Petition Date.

11.8 **Post-Confirmation Liabilities of the Reorganized Debtor.** The Reorganized Debtor will not have any prepetition liabilities except those expressly assumed and/or addressed under the Plan. The Reorganized Debtor will be responsible for all ongoing business expenses and payments due and owing or contemplated under the Plan.

11.9 **Copies of Confirmation Order Sufficient Evidence of Waivers, Releases.** Upon Confirmation of this Plan, a true and correct copy of the Confirmation Order shall be legally sufficient evidence of the terms, provisions, and effects of this Plan for all purposes in any subsequent judicial proceeding or official record.

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

ARTICLE XII

MISCELLANEOUS PLAN PROVISIONS

12.1 **Effectuating Documents.** The Reorganized Debtor is hereby authorized to execute, deliver, file, or record such documents, contracts, releases and other agreements, and take all such further action as may be necessary, to effectuate and further evidence the terms of this Plan. The corporate charter of the Reorganized Debtor is hereby amended to include a provision prohibiting the issuance of additional non-voting equity securities in accordance with 11 U.S.C. § 1123(a)(6).

12.2 **Exemption from Certain Transfer Taxes.** Pursuant to 11 U.S.C. § 1146(c), the delivery of any instrument or transfer under, and 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, real estate tax, or similar transfer tax.

12.3 **Closing of the Case.** After Confirmation, the Reorganized Debtor may seek to close its Bankruptcy Case; provided, however, that any closure shall be subject to the following conditions authorized by 11 U.S.C. § 349(b): (a) said closing shall not alter, amend, revoke or supersede the terms of the confirmed Plan; (b) all rights of the Debtor, Creditors, or any other Person treated under the Plan shall remain unaffected by said closing; (c) the terms of the confirmed Plan shall be binding

on all Persons; (d) all orders previously entered by the Court, unless altered by the Plan, shall remain in full force and effect; and (e) the Court shall retain all jurisdiction set forth herein.

12.4 **Further Authorizations.** The Reorganized Debtor shall be entitled to seek such orders, judgments, injunctions, and rulings as it deems necessary or desirable to carry out the intentions and purposes, and to give full effect to the provisions, of this Plan.

12.5 **Modification or Withdrawal of Plan.** The Debtor reserves the right to modify this Plan in accordance with 11 U.S.C. § 1127 and Fed. R. Bankr. P. 3019 at any time prior to the Confirmation Date. Subject thereto, the Debtor may modify this Plan, before or after the Confirmation Date but prior to substantial consummation of this Plan, without notice or hearing, or after such notice as the Court deems appropriate, if the modification does not materially and adversely affect the rights of any parties in interest which have not had notice or opportunity to be heard with regard thereto. In the event of any modification of this Plan on or before the Confirmation Date, any votes to accept or reject the Plan shall be deemed to be votes to accept or reject as modified, unless the Bankruptcy Court finds that the modification materially and adversely affects the rights of the parties which have cast said votes. Further, the Debtor reserves the right to revoke or withdraw this Plan any time before entry of the Confirmation Order. If the Debtor revokes or withdraws the Plan prior to the Confirmation Date, or if Confirmation or the Effective Date do not occur, this Plan shall be deemed null and void.

12.6 **Severability of Plan Provisions.** If the Court determines at the Confirmation Hearing that any material provision of this Plan is invalid or unenforceable, such provision, subject to 11 U.S.C. § 1127, shall be severable from this Plan and shall be null and void, and, in such event, such determination shall in no way limit or affect the enforceability or operative effect of any or all other portions of the Plan.

12.7 **No Admissions or Waivers.** Neither the filing of this Plan or the Disclosure Statement (as either may be modified or amended) nor the taking of any action by the Debtor with respect to the Plan or Disclosure Statement is, or shall be deemed, an admission or waiver of any of the Debtor's rights or defenses. In the event that Confirmation does not occur or the Plan does not become effective, no statement contained herein or in the Disclosure Statement may be used or relied on in any manner as against the Debtor in any suit, action, proceeding or controversy within or outside of the Bankruptcy Case. The Debtor further reserves any and all of its rights against all Persons in the event the Plan is not confirmed or does not become effective.

12.8 **Notices/Service.** Except as otherwise specified, all notices and requests shall be given by any written means, including but not limited to electronic email, facsimile, first-class mail, express mail, or similar overnight delivery service, and hand-delivery letters, and any such notices or requests shall be deemed to have been given when received. Notices shall be delivered as follows:

To the Reorganized Debtor:
Attn: James E. Himelrick, Jr.
P.O. Box 1666
Brentwood, TN 37024

With a copy to:
Laura Day DelCotto, Esq.
Amelia Martin Adams, Esq.
DelCotto Law Group PLLC
200 North Upper Street
Lexington, KY 40507
Telephone: (859) 231-5800
Facsimile: (859) 281-1179
ldelcotto@dlgfirm.com
aadams@dlgfirm.com

ARTICLE XIII

RETENTION OF JURISDICTION

The Bankruptcy Court shall retain jurisdiction over the Bankruptcy Case after Confirmation of the Plan with respect to the following matters:

13.1 To hear and determine all controversies relating to or concerning the classification or allowance of Claims.

13.2 To determine and fix all Claims arising from the rejection of any executory contracts or leases.

13.3 To hear any pending motions for rejection, assumption or assignment of any executory contract or lease and to fix and determine any amounts alleged due and owing thereunder in order to cure defaults.

13.4 To enable the Debtor to consummate any and all proceedings which it may bring prior to the closing of the Bankruptcy Case to set aside Liens or encumbrances, to recover any transfers, Assets, or damages to which the Debtor may be entitled under applicable provisions of the Bankruptcy Code or other federal, state, or local law.

13.5 To recover all Assets and properties of the Debtor, wherever located.

13.6 To permit amendments to the Schedules.

13.7 To make such orders as are necessary or appropriate to carry out the provisions of this Plan.

13.8 To modify this Plan pursuant to the Bankruptcy Code and the Bankruptcy Rules.

13.9 To hear any matters regarding interpretation, implementation or consummation of the Plan and to correct any defect, cure any omission, or reconcile any inconsistency in this Plan or the Confirmation Order.

13.10 To decide issues concerning federal tax liability, reporting and withholding which may arise in connection with the Confirmation or consummation of this Plan.

13.11 To enter a final decree closing this Chapter 11 case.

Dated: December 9, 2013

Respectfully submitted,

INVESTORS CAPITAL PARTNERS II, LP

By: /s/ James E. Himelrick, Jr.

President of General Partner

Tendered by:

DELCOTTO LAW GROUP PLLC

/s/ Laura Day DelCotto, Esq.

KY Bar No. 81763

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COUNSEL FOR DEBTOR AND

DEBTOR IN POSSESSION

Z:\Clients\Investors Entities\Pleadings\DS & Plan\ICP II\ICP II Plan - 1st Amend - REDLINES VFN (CLEAN) 20131209.docx

Exhibit A

PLAN DEFINITIONS

1. **“Administrative Claim”** shall mean a Claim for costs and expenses of administration allowed under 11 U.S.C. §§ 503(b), including: (a) the actual and necessary costs and expenses incurred after the Petition Date of preserving the Estates and operating the businesses of the Debtor (such as wages, salaries, commissions for services and payments for inventories, leased equipment and premises), including Claims under any Orders (for any adequate protection rights granted which proved to be inadequate); (b) compensation for legal, financial advisory, accounting and other services and reimbursement of expenses awarded or allowed under 11 U.S.C. §§ 328, 330(a), or 331; (c) Claims for reclamation allowed in accordance with 11 U.S.C. § 546(c)(2); (d) any Claims pursuant to 11 U.S.C. § 503(b)(9) for the value of goods received by the Debtor in the twenty (20) days immediately prior to the Petition Date and sold to the Debtor in the ordinary course of business; and (e) all fees and charges assessed against the Estates under chapter 123 of title 28, United States Code, 28 U.S.C. §§ 1911-1930.

2. **“Administrative Trade Claims”** shall mean an Administrative Claim arising from or with respect to the sale of goods or rendition of services on or after the Petition Date in the ordinary course of the applicable Debtor’s business, including administrative claims of employees for ordinary course wages, expense reimbursements and health and welfare benefits.

3. **“Allowed Administrative Claim”** shall mean an Administrative Claim for which the Bankruptcy Court has entered a Final Order allowing such Claim as an Administrative Claim, provided that a request for payment of an Administrative Claim is filed with the Bankruptcy Court prior to thirty (30) days after the Effective Date of the Plan unless otherwise provided in the Plan.

4. **“Allowed Claim”** shall mean: (a) a Claim allowed by a Final Order; (b) a Claim as to which a timely and proper proof of claim or application for payment has been filed, and as to which proof of claim or application for payment no objection has been made within the time allowed for the making of objections; or (c) a Claim allowed under the Plan, notwithstanding any objection filed thereto. Interest accrued after the Petition Date of the Bankruptcy Case shall not be part of any Allowed Claim against the Debtor, except as required under the Plan or permitted by law.

5. **“Assets”** shall mean, with respect to the Debtor, all of the right, title, and interest in and to property of whatsoever type or nature, owned by the Debtor as of the Effective Date, as well as the proceeds, products, rents and profits from all of the foregoing. Assets include, but are not limited to, property as defined in 11 U.S.C. § 541 (each identified item of property being herein sometimes referred to as an “Asset”).

6. **“Avoidance Actions”** shall mean any Claims or Causes of Action arising under or authorized by 11 U.S.C. §§ 510, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551 or 553, including applicable state law claims, that belong to the Debtor, the Debtor in Possession, or its Estate.

7. **“Bankruptcy Case”** shall mean, as to the Debtor, its case filed under Chapter 11 of the Bankruptcy Code.

8. **“Bankruptcy Code”** or **“Code”** shall mean the United States Bankruptcy Code, 11 U.S.C. §§ 101, *et seq.*, as in effect from time to time.

9. **“Bankruptcy Court”** or **“Court”** shall mean the United States Bankruptcy Court for the Eastern District of Kentucky.

10. **“Bankruptcy Rules”** shall mean the Federal Rules of Bankruptcy Procedure and Interim Bankruptcy Rules applicable to cases pending before the Bankruptcy Court and local rules applicable to cases pending before the Bankruptcy Court (**“Local Rules”**), as the same may from time to time be in effect and applicable to proceedings under the Plan.

11. **“Bar Date”** shall mean the final date for filing proofs of claim as ordered by the Bankruptcy Court if any or, if none, pursuant to Local Rule 3003-1, a proof of claim shall be deemed timely if filed prior to the date of the Confirmation Hearing.

12. **“Business Day”** shall mean a day other than a Saturday, Sunday, or “legal holiday” as defined by Fed R. Bankr. P. 9006(a).

13. **“Causes of Action”** shall mean, without limitation, any and all actions (including Avoidance Actions), liabilities, obligations, rights, suits, damages, judgments, Claims, and demands whatsoever of the Debtor, the Debtor in Possession, or its Estate, whether known or unknown, existing or hereafter arising, in law, equity, or otherwise, based in whole or in part upon any act or omission or other event occurring prior to the Petition Date or during the course of the Bankruptcy Case, including through the Effective Date.

14. **“Claim”** shall mean “claim” as defined in 11 U.S.C. § 101(5), if 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.

15. **“Confirmation”** shall mean confirmation of the Plan pursuant to 11 U.S.C. § 1129, which shall occur upon entry of the Confirmation Order.

16. **“Confirmation Date”** shall mean the date on which the Bankruptcy Court enters the Confirmation Order.

17. **“Confirmation Hearing”** shall mean the Bankruptcy Court’s hearing on confirmation of the Plan, as such hearing may be continued from time to time.

18. **“Confirmation Order”** shall mean the order of the Bankruptcy Court confirming the Plan with such modifications as may be agreed to or approved prior to the Effective Date by the Debtor.

19. **“Creditor”** shall mean the owner or holder of a Claim.

20. **“Cure Claim”** shall mean a Claim based upon the Debtor’s defaults pursuant to an Executory Contract or Unexpired Lease at the time such contract or lease is assumed under 11 U.S.C. § 365.

21. **“Debt”** shall mean the amount of indebtedness owed to any Creditor as of the Petition Date, contingent or otherwise, limited to principal and interest at the non-default contract rate, and, in the case of any Secured Creditor whose Claim is wholly Allowed, interest calculated postpetition at the lower of: (a) the non-default contract rate, or (b) such rate as is provided in the Plan. **“Debt”** also includes any obligation under a lease or executory contract. **“Debt”** does not include late fees, penalties, costs, attorney fees, or other similar items except as may be included in an Allowed Claim as determined by agreement or by the Court.

22. **“Debtor”** and **“Debtor in Possession”** shall mean Jennings Transportation, Inc.

23. **“Deficiency Balance Claim”** shall mean the remaining balance of a Secured Claim following the sale of all collateral securing that Claim.

24. **“Deficiency Claim”** shall mean the unsecured portion of a Secured Claim as determined by 11 U.S.C. § 506(a).

25. **“Disallowed Claim”** shall mean a Claim, or any portion thereof, that has been: (a) disallowed by a Final Order; (b) withdrawn by a Creditor; (c) scheduled as contingent, disputed, or unliquidated, and as to which no Proof of Claim has been timely filed with the Bankruptcy Court pursuant to either the Bankruptcy Code or any Final Order of the Bankruptcy Court; or (d) not otherwise deemed timely filed under applicable law or the provisions of a confirmed Plan.

26. **“Disclosure Statement”** shall mean the First Amended Disclosure Statement proposed by the Debtor, and filed in the Bankruptcy Case and as it may be further amended, modified, or supplemented from time to time as provided therein, including all exhibits and schedules thereto.

27. **“Disclosure Statement Order”** shall mean the Order of the Bankruptcy Court approving the Disclosure Statement.

28. **“Disputed Claims”** shall mean:

a. A Claim that is listed on a Debtor’s schedules as either disputed, contingent or unliquidated;

b. A Claim that is listed on a Debtor’s Schedules as other than disputed, contingent or unliquidated, but the nature or amount of the Claim as asserted by the holder varies from the nature or amount of such Claim as is listed on the Schedules;

c. A Claim that is not listed on the Debtor’s Schedules;

d. A Claim as to which the Debtor, or, prior to the Confirmation Date, any other party in interest, has filed an objection by the Claims Objection Bar Date and such objection has not been withdrawn or denied by a Final Order; or

e. A Tort Claim.

29. **“Distribution”** shall mean the transfer of funds or other property of the Debtor’s Estates as payment towards a Creditor’s Claim pursuant to the terms set forth herein.

30. **“Effective Date”** shall mean fifteen (15) days from the date the Confirmation Order becomes a Final Order.

31. **“Estate”** shall mean, as to the Debtor, the estate created for the Debtor in its Bankruptcy Case pursuant to 11 U.S.C. § 541.

32. **“Executory Contract and Unexpired Lease”** shall mean a contract or lease to which the Debtor is a party that is subject to assumption or rejection under 11 U.S.C. § 365.

33. **“Final Order”** shall mean an order or judgment of a court of competent jurisdiction which: (a) shall not have been reversed, stayed, modified, or amended and the time to appeal from, or to seek review or rehearing of, shall have expired, and as to which no appeal or petition for review, rehearing, or certiorari is pending, or (b) if appealed from, shall have been affirmed and no further hearing, appeal, or petition for certiorari can be taken or granted.

34. **“Insider”** shall have the meaning assigned to it in 11 U.S.C. § 101.

35. **“Lien”** shall have the meaning assigned to it in 11 U.S.C. § 101(37).

36. **“Net Cash Flow”** shall mean the net cash remaining at month end after payment of all ongoing business obligations including, but not limited to, costs of goods, payroll, operating expenses, required payments on Allowed Secured Claims, lease payments, capital expenditures, taxes, and required payments on Allowed Tax Claims.

37. **“Person”** shall mean any individual, corporation, limited liability corporation, or partnership, general partnership, limited partnership, association, joint stock company, joint venture, estate, trust, unincorporated organization, governmental unit or any political subdivision thereof, or any other entity.

38. **“Petition Date”** shall mean December 19, 2012, being the date of the filing of the voluntary petition for relief by the Debtor under the Bankruptcy Code.

39. **“Plan”** shall mean this First Amended Plan proposed by the Debtor and filed in the Bankruptcy Case, as it may be further amended, modified, or supplemented from time to time as provided therein.

40. **“Priority Claim”** shall mean a Claim entitled to priority pursuant to 11 U.S.C. § 507(a) other than an Administrative Claim.

41. **“Priority Tax Claim”** shall mean a Claim entitled to priority pursuant to 11 U.S.C. § 507(a)(8).

42. **“Professional Claims”** shall mean the allowances made by the Court to the Professionals, each of which allowance shall be an Administrative Claim.

43. **“Professionals”** shall mean all professional Persons properly retained by the Debtor and approved by the Court under the Bankruptcy Code who performed professional services for or on behalf of the Debtor from the Petition Date through and including the Confirmation Date.

44. **“Pro rata”** shall mean ratable payment, without preference proportionate to all other Allowed Claims in the particular Class or other specified group of Claims.

45. **“Quarterly Distribution Date”** shall mean the last Business Day of the month following the end of each calendar quarter, i.e., the last Business Day of the months of April, July, October, and January.

46. **“Reorganized Debtor”** shall mean the Debtor on or after the Confirmation Date.

47. **“Schedules”** shall mean those schedules and statements of financial affairs filed by the Debtor under 11 U.S.C. § 521 and Fed. R. Bankr. P. 1007, as same may be amended from time to time.

48. **“Secured Claim”** shall mean: (a) a Claim secured by a Lien on property of the Debtor, which Lien is valid, superior, perfected, and enforceable under applicable law and is not subject to avoidance under the Bankruptcy Code or other applicable non-bankruptcy law, and which is duly established in the Debtor’s Bankruptcy Case, but only to the extent that such Claim does not exceed the value of the Debtor’s Assets which the Bankruptcy Court finds are valid collateral for such Claim (except, if the class of which such Claim is a part makes the election provided for in 11 U.S.C. § 1111(b)(2), the entire amount of the Claim shall be a Secured Claim); and (b) a Claim allowed under the Plan as a Secured Claim.

49. **“Secured Creditor”** shall mean the owner or holder of a Secured Claim.

50. **“Tax Claims”** shall mean Claims of any Person for the payment of taxes: (a) accorded priority pursuant to 11 U.S.C. §§ 507(a)(2) and (8); or (b) those secured by valid Liens on Assets of the Debtor as of the Confirmation Date.

51. **“Tax Creditor”** shall mean the holder of a Tax Claim.

52. **“Tort Claims”** shall mean any claim that has not been settled, compromised or otherwise resolved that arises out of allegations of personal injury, wrongful death, property damage, products liability or similar legal theories of recovery.

53. **“Unsecured Claims”** shall mean all Claims held by Creditors of the Debtor, including Deficiency Claims, Deficiency Balance Claims, and Claims arising out of the rejection of executory contracts, other than Secured Claims, Administrative Claims, Cure Claims, Priority Claims, and Priority Tax Claims.

54. **“Unsecured Creditor”** shall mean the owner or holder of an Unsecured Claim.

EXHIBIT B

INVESTORS CAPITAL PARTNERS II		5 year plan beginning January 1, 2014													
	Mar-Apr	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	Total	
REVENUE	S.F.	2013	2013	2013	2013	2013	2013	2013	2014	2014	2014	2014	2014		
Marquee Cinema	30,000													\$ 120,000	
Dollar Tree (1)	8,000													\$ 28,000	
Aaron Rents (2)	7,000													\$ -	
Tenant 1 (3)	4,200													\$ -	
Tenant 2 (4)	1,400													\$ -	
Tenant 3 (5)	1,400													\$ -	
Tenant 4 (6)	7,000													\$ 17,500	
TOTAL REVENUE	52,000	\$ 46,006	\$ 46,006	\$ 46,006	\$ 37,000	\$ 37,000	\$ 37,000	\$ 37,000	\$ 37,000	\$ 37,000	\$ 37,000	\$ 45,750	\$ 45,750	\$ 165,500	
VACANCY	20%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
NET REVENUE	\$ 94,213	\$ 46,006	\$ 46,006	\$ 46,006	\$ 37,000	\$ 37,000	\$ 37,000	\$ 37,000	\$ 37,000	\$ 37,000	\$ 37,000	\$ 45,750	\$ 45,750	\$ 165,500	
EXPENSES															
Property Taxes		\$ 3,492	\$ 3,492	\$ 3,492	\$ 3,492	\$ 3,492	\$ 3,492	\$ 3,492	\$ 3,492	\$ 3,492	\$ 3,492	\$ 3,492	\$ 3,492	\$ 13,967	
Insurance	\$ 1,700	\$ 1,100	\$ 1,100	\$ 1,100	\$ 1,100	\$ 1,100	\$ 1,100	\$ 1,100	\$ 1,100	\$ 1,100	\$ 1,100	\$ 1,100	\$ 1,100	\$ 4,400	
Utilities	\$ 1,700	\$ 550	\$ 550	\$ 550	\$ 550	\$ 550	\$ 550	\$ 550	\$ 550	\$ 950	\$ 950	\$ 950	\$ 950	\$ 3,800	
State Taxes	\$ 500	\$ 42	\$ 42	\$ 42	\$ 42	\$ 42	\$ 42	\$ 42	\$ 42	\$ 42	\$ 42	\$ 42	\$ 42	\$ 167	
Commissions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 15,750	\$ -	\$ 15,750	
Maintenance and Repair	\$ 1,200	\$ 600	\$ 600	\$ 600	\$ 600	\$ 600	\$ 600	\$ 600	\$ 600	\$ 900	\$ 900	\$ 900	\$ 900	\$ 3,600	
Total Expenses	\$ 5,100	\$ 5,783	\$ 5,783	\$ 5,783	\$ 5,783	\$ 5,783	\$ 5,783	\$ 5,783	\$ 5,783	\$ 6,483	\$ 6,483	\$ 22,233	\$ 6,483	\$ 41,683	
NET OPERATING CASH FLOW	\$ 89,113	\$ 40,223	\$ 40,223	\$ 40,223	\$ 31,217	\$ 31,217	\$ 31,217	\$ 31,217	\$ 31,217	\$ 30,517	\$ 30,517	\$ 23,517	\$ 39,267	\$ 123,817	
Secured Claims - Debt Service															
Monthly Debt Service - PBI	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 26,910	\$ 26,907	\$ 26,905	\$ 25,217	\$ 105,940	
Monthly Debt Service - PBI IEH Loan										\$ 2,520	\$ 2,520	\$ 2,520	\$ 2,520	\$ 10,080	
Monthly Debt Service - Alliance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,638	\$ 3,638	\$ 3,638	\$ 3,638	\$ 14,552	
Barren County PVA	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,471	\$ 4,471	\$ 4,471	\$ 4,471	\$ 17,884	
Total Secured Claims Debt Service	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 37,539	\$ 37,536	\$ 37,534	\$ 35,846	\$ 148,455	
Reorganization Costs															
Attorney Fees	\$ -	\$ -	\$ 500	\$ 500	\$ 500	\$ 500	\$ -	\$ -	\$ -	\$ 15,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 45,000	
Appraisal Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8,600	\$ -	\$ -	\$ -	\$ -	\$ -	
Travel	\$ 300	\$ 150	\$ 150	\$ 150	\$ 150	\$ 150	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 2,000	
Trustee Fees	\$ 975	\$ 975	\$ -	\$ -	\$ 975	\$ -	\$ -	\$ 975	\$ -	\$ -	\$ 650	\$ -	\$ -	\$ 650	
Supplies	\$ 100	\$ 50	\$ 50	\$ 50	\$ 50	\$ 50	\$ 50	\$ 50	\$ 50	\$ 50	\$ 50	\$ 50	\$ 50	\$ 200	
Management Fees	\$ 2,400	\$ 1,200	\$ 1,200	\$ 1,200	\$ 1,200	\$ 1,200	\$ 1,200	\$ 1,200	\$ 1,200	\$ 6,000	\$ 6,000	\$ 6,000	\$ 6,000	\$ 24,000	
Planning and Marketing	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Tax and Accounting	\$ 5,000	\$ 917	\$ 917	\$ 917	\$ 917	\$ 917	\$ 917	\$ 917	\$ 917	\$ 917	\$ 917	\$ 917	\$ 917	\$ 3,667	
Total Reorganization Costs	\$ 8,775	\$ 3,292	\$ 2,817	\$ 2,817	\$ 3,792	\$ 2,817	\$ 2,667	\$ 3,642	\$ 11,267	\$ 22,467	\$ 18,117	\$ 17,467	\$ 17,467	\$ 75,517	
Cash Flow Before Capital Items	\$ 80,338	\$ 36,931	\$ 37,406	\$ 37,406	\$ 27,425	\$ 28,400	\$ 28,550	\$ 27,575	\$ 19,950	\$ (29,489)	\$ (25,136)	\$ (31,484)	\$ (14,046)	\$ (100,155)	
Capital Budget Items														\$ -	
Land Improvements		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Tenant Leasehold Improvements		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 15,000	\$ 20,000	\$ 35,000	
Loan Principal Payments		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 622,000	\$ -	\$ 622,000	
Total Capital Budget Items	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 637,000	\$ 20,000	\$ 657,000	
Property Sales/FMV/Future value														\$ -	
Parcel 1 Sale/ \$500,000/ \$750,000														\$ -	
Parcel 4 Sale/ \$350,000/ \$450,000														\$ -	
Parcel 5 Sale/ \$215,000/ \$300,000														\$ -	
Parcel 6 Sale/ \$302,762/ \$375,000														\$ -	
Parcel 7 Sale/ \$374,524/ \$450,000														\$ -	
Parcel 8 Sale / \$141,714/ \$175,000														\$ -	
Land / \$2,712,481/ \$ 3,500,000														\$ -	
PBI Escrow Funds Applied												\$ 622,000		\$ 622,000	
Total Property Sales	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 622,000	\$ -	\$ 622,000	
DEBTOR CONTRIBUTIONS	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 18,600	\$ -	\$ 50,000	\$ -	\$ 50,000	\$ 100,000	
CASH FLOW	\$ 80,338	\$ 36,931	\$ 37,406	\$ 37,406	\$ 27,425	\$ 28,400	\$ 28,550	\$ 27,575	\$ 38,550	\$ (29,489)	\$ 24,864	\$ (46,484)	\$ 15,954	\$ (35,155)	
Beginning Cash (7)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 85,267	\$ 55,778	\$ 80,642	\$ 34,158	\$ 85,267	
Ending Cash	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 55,778	\$ 80,642	\$ 34,158	\$ 50,112	\$ 50,112	
		Principal	Pmt Amts	Comments											
Beginning Loan Balance - PBI (8)		\$ 9,566,842	\$ 59,241.18			\$ 8,940,842	\$ 50,712.08	\$ 50,712.08	\$ 9,566,842						
Interest Rate	7.43%	4.25%	0.003541667		6.81%	3.25%	0.00270833	\$ 24,214.78							
Term		20.00	240			20.00	240		\$ 31,665.48						
Alliance Corporation 2nd Mtg (11)		\$ 835,901	\$ 3,637.89						\$ 2,264						
Interest Rate		3.25%	0.002708333												
Term		30	360												
	\$ 9,566,842	\$ 10,402,743	\$ 62,879.08						\$ 9,569,106						

INVESTORS CAPITAL PARTNERS II		2014-15												
		MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	Total
REVENUE	S.F.	2014	2014	2014	2014	2014	2014	2014	2014	2015	2015	2015	2015	
Marquee Cinema	30,000													\$ 360,000
Dollar Tree (1)	8,000													\$ 96,000
Aaron Rents (2)	-													\$ -
Tenant 1 (3)	4,200													\$ 28,000
Tenant 2 (4)	1,400													\$ 13,475
Tenant 3 (5)	1,400													\$ 13,475
Tenant 4 (6)	7,000													\$ 105,525
TOTAL REVENUE	52,000	\$ 45,750	\$ 45,750	\$ 45,750	\$ 47,083	\$ 47,083	\$ 50,933	\$ 50,933	\$ 56,533	\$ 56,533	\$ 56,533	\$ 56,796	\$ 56,796	\$ 616,475
VACANCY	20%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (4,187)	\$ (5,307)	\$ (5,307)	\$ (5,307)	\$ (5,359)	\$ (25,466)
NET REVENUE		\$ 45,750	\$ 45,750	\$ 45,750	\$ 47,083	\$ 47,083	\$ 50,933	\$ 50,933	\$ 52,347	\$ 51,227	\$ 51,227	\$ 51,489	\$ 51,437	\$ 591,009
EXPENSES														
Property Taxes		\$ 3,579	\$ 3,579	\$ 3,492	\$ 3,492	\$ 3,492	\$ 3,492	\$ 3,492	\$ 3,492	\$ 3,492	\$ 3,200	\$ 3,200	\$ 3,000	\$ 41,000
Insurance		\$ 1,128	\$ 1,128	\$ 1,128	\$ 1,128	\$ 1,128	\$ 1,128	\$ 1,128	\$ 1,128	\$ 1,128	\$ 1,128	\$ 1,128	\$ 1,128	\$ 13,530
Utilities		\$ 974	\$ 974	\$ 974	\$ 974	\$ 974	\$ 974	\$ 974	\$ 974	\$ 974	\$ 974	\$ 974	\$ 974	\$ 11,685
State Taxes		\$ 43	\$ 43	\$ 43	\$ 43	\$ 43	\$ 43	\$ 43	\$ 43	\$ 43	\$ 43	\$ 43	\$ 43	\$ 513
Commissions		\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,426	\$ -	\$ 7,056	\$ -	\$ -	\$ 2,426	\$ -	\$ 11,907
Maintenance and Repair		\$ 923	\$ 923	\$ 923	\$ 923	\$ 923	\$ 923	\$ 923	\$ 923	\$ 923	\$ 923	\$ 923	\$ 923	\$ 11,070
Total Expenses		\$ 6,645	\$ 6,645	\$ 6,558	\$ 6,558	\$ 6,558	\$ 8,984	\$ 6,558	\$ 13,614	\$ 6,558	\$ 6,266	\$ 8,692	\$ 6,066	\$ 89,704
NET OPERATING CASH FLOW		\$ 39,105	\$ 39,105	\$ 39,192	\$ 40,525	\$ 40,525	\$ 41,950	\$ 44,375	\$ 38,733	\$ 44,669	\$ 44,960	\$ 42,797	\$ 45,370	\$ 501,305
Secured Claims - Debt Service														
Monthly Debt Service - PBI 1		\$ 25,215	\$ 25,212	\$ 24,158	\$ 24,155	\$ 23,751	\$ 23,748	\$ 23,745	\$ 23,742	\$ 23,740	\$ 23,737	\$ 23,094	\$ 23,092	\$ 287,390
Monthly Debt Service - PBI IEH Loan		\$ 2,520	\$ 2,520	\$ 2,520	\$ 2,520	\$ 2,520	\$ 2,520	\$ 2,520	\$ 2,520	\$ 2,520	\$ 2,520	\$ 2,520	\$ 2,520	\$ 30,239
Monthly Debt Service - Alliance		\$ 3,638	\$ 3,638	\$ 3,638	\$ 3,638	\$ 3,638	\$ 3,638	\$ 3,638	\$ 3,638	\$ 3,638	\$ 3,638	\$ 3,638	\$ 3,638	\$ 43,655
Barren County PVA		\$ 4,471	\$ 4,471	\$ 4,471	\$ 4,471	\$ 4,471	\$ 4,471	\$ 4,471	\$ 4,471	\$ -	\$ -	\$ -	\$ -	\$ 35,768
Total Secured Claims Debt Service		\$ 35,844	\$ 35,841	\$ 34,787	\$ 34,784	\$ 34,379	\$ 34,377	\$ 34,374	\$ 34,371	\$ 29,898	\$ 29,895	\$ 29,252	\$ 29,250	\$ 397,051
Reorganization Costs														
Priority Claims		\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Attorney Fees		\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 33,000
Other Professional		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Travel		\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 6,000
Trustee Fees		\$ 650	\$ -	\$ -	\$ 650	\$ -	\$ -	\$ 650	\$ -	\$ -	\$ 650	\$ -	\$ -	\$ 2,600
Supplies		\$ 50	\$ 50	\$ 50	\$ 50	\$ 50	\$ 50	\$ 50	\$ 50	\$ 50	\$ 50	\$ 50	\$ 50	\$ 600
Management Fees		\$ 6,000	\$ 6,000	\$ 6,000	\$ 6,000	\$ 6,000	\$ 6,000	\$ 6,000	\$ 6,000	\$ 6,000	\$ 6,000	\$ 6,000	\$ 6,000	\$ 72,000
Planning and Marketing		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Tax and Accounting		\$ 917	\$ 917	\$ 917	\$ 917	\$ 917	\$ 917	\$ 917	\$ 917	\$ 917	\$ 917	\$ 917	\$ 917	\$ 11,000
Total Reorganization Costs		\$ 13,117	\$ 12,467	\$ 12,467	\$ 13,117	\$ 12,467	\$ 12,467	\$ 8,617	\$ 7,967	\$ 7,967	\$ 8,617	\$ 7,967	\$ 7,967	\$ 125,200
Cash Flow Before Capital Items		\$ (9,856)	\$ (9,203)	\$ (8,062)	\$ (7,376)	\$ (6,321)	\$ (4,894)	\$ 1,385	\$ (3,605)	\$ 6,804	\$ 6,449	\$ 5,578	\$ 8,154	\$ (20,946)
Capital Budget Items														
Land Improvements		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Tenant Leasehold Improvements		\$ -	\$ -	\$ -	\$ -	\$ 14,000	\$ 7,000	\$ 7,000	\$ 14,000	\$ 7,000	\$ 7,000	\$ 10,000	\$ -	\$ 66,000
Loan Principal Payments		\$ -	\$ 517,500	\$ -	\$ 198,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 315,000	\$ -	\$ -	\$ 1,030,500
Total Capital Budget Items		\$ -	\$ 517,500	\$ -	\$ 198,000	\$ 14,000	\$ 7,000	\$ 7,000	\$ 14,000	\$ 7,000	\$ 322,000	\$ 10,000	\$ -	\$ 1,096,500
Property Sales/FMV/Future value													\$ -	\$ -
Parcel 1 Sale/ \$500,000/ \$750,000		\$ -	\$ 575,000										\$ -	\$ 575,000
Parcel 4 Sale/ \$350,000/ \$450,000										\$ 350,000				\$ 350,000
Parcel 5 Sale/ \$215,000/ \$300,000					\$ 220,000									\$ 220,000
Parcel 6 Sale/ \$302,762/ \$375000														\$ -
Parcel 7 Sale/ \$374,524/ \$450,000														\$ -
Parcel 8 Sale / \$141,714/ \$175,000														\$ -
Land / \$2,712,481/ \$ 3,500,000														\$ -
Commissions		\$ -	\$ (57,500)		\$ (22,000)						\$ (35,000)		\$ -	\$ (114,500)
Total Property Sales	\$ -	\$ -	\$ 517,500	\$ -	\$ 198,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 315,000	\$ -	\$ -	\$ 1,030,500
DEBTOR CONTRIBUTIONS		\$ -	\$ 41,400	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 41,400
CASH FLOW		\$ (9,856)	\$ 32,197	\$ (8,062)	\$ (7,376)	\$ (20,321)	\$ (11,894)	\$ (5,615)	\$ (17,605)	\$ (196)	\$ (551)	\$ (4,422)	\$ 8,154	\$ (45,546)
Beginning Cash		\$ 50,112	\$ 40,256	\$ 72,453	\$ 64,391	\$ 57,016	\$ 36,695	\$ 24,801	\$ 19,186	\$ 1,580	\$ 1,385	\$ 833	\$ (3,588)	\$ 50,112
Ending Cash		\$ 40,256	\$ 72,453	\$ 64,391	\$ 57,016	\$ 36,695	\$ 24,801	\$ 19,186	\$ 1,580	\$ 1,385	\$ 833	\$ (3,588)	\$ 4,566	\$ 4,566
		Principal	Pmt Amts	Comments										REM. Balance
Beginning Loan Balance - PBI (8)		\$ 8,398,217	\$ 47,634.33			\$ 8,396,217	\$ 47,622.99	\$ 22,739.75	\$ 22,745.17	Loan Balance	\$ 6,162,615	\$ 34,954.09	\$ 6,162,615	\$ 34,954.09
Interest Rate		3.25%	0.00270833	0		3.25%	0.00270833			\$ 16,690.42	3.25%	0.00270833	3.25%	0.002708333
Term		20.00	240	0		20	240			\$ 16,690.42	20	240	20	240
Alliance Corporation 2nd Mtg (11)		\$ 835,901	\$ 4,741.19						\$ 2,263.90	Loan Balance				\$ (10,949)
Interest Rate		3.25%	0.00270833	0										
Term		30	360	0										
		\$ 9,234,118	\$ 52,375.52						\$ 25,009.07					\$ 735,509

INVESTORS CAPITAL PARTNERS II		2015-16												Total
	S.F.	MAY 2015	JUNE 2015	JULY 2015	AUG 2015	SEPT 2015	OCT 2015	NOV 2015	DEC 2015	JAN 2016	FEB 2016	MAR 2016	APR 2016	
REVENUE														
Marquee Cinema	30,000													\$ 360,000
Dollar Tree (1)	8,000													\$ 106,000
Aaron Rents (2)	-													\$ -
Tenant 1 (3)	4,200													\$ 69,577
Tenant 2 (4)	1,400													\$ 23,504
Tenant 3 (5)	1,400													\$ 22,329
Tenant 4 (6)	7,000													\$ 111,124
TOTAL REVENUE	52,000	\$ 56,796	\$ 57,066	\$ 57,066	\$ 57,901	\$ 57,784	\$ 57,842	\$ 57,842	\$ 57,842	\$ 57,842	\$ 58,185	\$ 58,185	\$ 58,185	\$ 692,535
VACANCY	10%	\$ (2,200)	\$ (2,680)	\$ (2,707)	\$ (2,707)	\$ (2,790)	\$ (2,778)	\$ (2,784)	\$ (2,784)	\$ (2,784)	\$ (2,784)	\$ (2,818)	\$ (2,818)	\$ (32,635)
NET REVENUE		\$ 54,596	\$ 54,387	\$ 54,360	\$ 55,194	\$ 54,994	\$ 55,064	\$ 55,058	\$ 55,058	\$ 55,058	\$ 55,400	\$ 55,366	\$ 55,366	\$ 659,900
EXPENSES														
Property Taxes		\$ 3,000	\$ 2,200	\$ 2,200	\$ 2,200	\$ 2,200	\$ 2,200	\$ 2,200	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 1,800	\$ 26,000
Insurance		\$ 1,156	\$ 1,156	\$ 1,156	\$ 1,156	\$ 1,156	\$ 1,156	\$ 1,156	\$ 1,156	\$ 1,156	\$ 1,156	\$ 1,156	\$ 1,156	\$ 13,868
Utilities		\$ 998	\$ 998	\$ 998	\$ 998	\$ 998	\$ 998	\$ 998	\$ 998	\$ 998	\$ 998	\$ 998	\$ 998	\$ 11,977
State Taxes		\$ 44	\$ 44	\$ 44	\$ 44	\$ 44	\$ 44	\$ 44	\$ 44	\$ 44	\$ 44	\$ 44	\$ 44	\$ 525
Commissions		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Maintenance and Repair		\$ 946	\$ 946	\$ 946	\$ 946	\$ 946	\$ 946	\$ 946	\$ 946	\$ 946	\$ 946	\$ 946	\$ 946	\$ 11,347
Total Expenses		\$ 6,143	\$ 5,343	\$ 5,343	\$ 5,343	\$ 5,343	\$ 5,343	\$ 5,343	\$ 5,143	\$ 5,143	\$ 5,143	\$ 5,143	\$ 4,943	\$ 63,717
NET OPERATING CASH FLOW		\$ 48,453	\$ 49,044	\$ 49,016	\$ 49,851	\$ 49,651	\$ 49,720	\$ 49,715	\$ 49,915	\$ 49,915	\$ 50,257	\$ 50,223	\$ 50,423	\$ 596,183
Secured Claims - Debt Service														
Monthly Debt Service - PBI 1		\$ 23,089	\$ 23,086	\$ 17,690	\$ 17,688	\$ 17,685	\$ 16,860	\$ 16,857	\$ 16,854	\$ 16,852	\$ 16,849	\$ 16,846	\$ 16,843	\$ 217,199
Monthly Debt Service - PBI 2		\$ 2,520	\$ 2,520	\$ 2,520	\$ 2,520	\$ 2,520	\$ 2,520	\$ 2,520	\$ 2,520	\$ 2,520	\$ 2,520	\$ 2,520	\$ 2,520	\$ 30,239
Monthly Debt Service - Alliance		\$ 3,638	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,638
Total Secured Claims Debt Service		\$ 29,247	\$ 25,606	\$ 20,210	\$ 20,208	\$ 20,205	\$ 19,380	\$ 19,377	\$ 19,374	\$ 19,371	\$ 19,369	\$ 19,366	\$ 19,363	\$ 251,076
Reorganization Costs														
Priority Claims		\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Attorney Fees		\$ 513	\$ 513	\$ 513	\$ 513	\$ 513	\$ 513	\$ 513	\$ 513	\$ 513	\$ 513	\$ 513	\$ 513	\$ 6,150
Other Professional		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Travel		\$ 513	\$ 513	\$ 513	\$ 513	\$ 513	\$ 513	\$ 513	\$ 513	\$ 513	\$ 513	\$ 513	\$ 513	\$ 6,150
Trustee Fees		\$ 650	\$ -	\$ -	\$ 650	\$ -	\$ -	\$ 650	\$ -	\$ -	\$ 650	\$ -	\$ -	\$ 2,600
Supplies		\$ 51	\$ 51	\$ 51	\$ 51	\$ 51	\$ 51	\$ 51	\$ 51	\$ 51	\$ 51	\$ 51	\$ 51	\$ 615
Management Fees		\$ 6,000	\$ 6,000	\$ 6,000	\$ 6,000	\$ 6,000	\$ 6,000	\$ 6,000	\$ 6,000	\$ 6,000	\$ 6,000	\$ 6,000	\$ 6,000	\$ 72,000
Planning and Marketing		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Tax and Accounting		\$ 940	\$ 940	\$ 940	\$ 940	\$ 940	\$ 940	\$ 940	\$ 940	\$ 940	\$ 940	\$ 940	\$ 940	\$ 11,275
Total Reorganization Costs		\$ 8,666	\$ 8,016	\$ 8,016	\$ 8,666	\$ 8,016	\$ 8,016	\$ 8,666	\$ 8,016	\$ 8,016	\$ 8,666	\$ 8,016	\$ 8,016	\$ 98,790
Cash Flow Before Capital Items		\$ 10,540	\$ 15,421	\$ 20,790	\$ 20,978	\$ 21,430	\$ 22,325	\$ 21,672	\$ 22,525	\$ 22,527	\$ 22,223	\$ 22,841	\$ 23,044	\$ 246,317
Capital Budget Items														
Land Improvements		\$ -	\$ -	\$ -	\$ 25,000	\$ -	\$ -	\$ 25,000	\$ 20,000	\$ -	\$ -	\$ -	\$ -	\$ 70,000
Cinema Improvements				\$ -	\$ -	\$ -	\$ -			\$ -	\$ 30,000	\$ 35,000	\$ 45,000	\$ 110,000
Tenant Leasehold Improvements		\$ 10,000	\$ 5,000	\$ -	\$ -	\$ 35,000	\$ 14,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 64,000
LOAN REPAYMENTS		\$ -	\$ 2,538,000	\$ -	\$ -	\$ 303,750	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,841,750
Total Capital Budget Items		\$ 10,000	\$ 2,543,000	\$ -	\$ 25,000	\$ 338,750	\$ 14,000	\$ 25,000	\$ 20,000	\$ -	\$ 30,000	\$ 35,000	\$ 45,000	\$ 3,085,750
Property Sales/FMV/Future value														\$ -
Parcel 1 Sale/ \$500,000/ \$750,000														\$ -
Parcel 4 Sale/ \$350,000/ \$450,000											\$ -			\$ -
Parcel 5 Sale/ \$215,000/ \$300,000									\$ -			\$ -		\$ -
Parcel 6 Sale/ \$302,762/ \$375,000						\$ 337,500		\$ -	\$ -				\$ -	\$ 337,500
Parcel 7 Sale/ \$374,524/ \$450,000														\$ -
Parcel 8 Sale / \$141,714/ \$175,000														\$ -
Land / \$2,712,481/ \$ 3,500,000			\$ 2,700,000											\$ 2,700,000
Commissions		\$ -	\$ (162,000)			\$ (33,750)			\$ -					\$ (195,750)
Total Property Sales	\$ -	\$ -	\$ 2,538,000	\$ -	\$ -	\$ 303,750	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,841,750
DEBTOR CONTRIBUTIONS		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CASH FLOW		\$ 540	\$ 10,421	\$ 20,790	\$ (4,022)	\$ (13,570)	\$ 8,325	\$ (3,328)	\$ 2,525	\$ 22,527	\$ (7,777)	\$ (12,159)	\$ (21,956)	\$ 2,317
Beginning Cash		\$ 4,566	\$ 5,106	\$ 15,527	\$ 36,317	\$ 32,295	\$ 18,725	\$ 27,050	\$ 23,722	\$ 26,247	\$ 48,774	\$ 40,997	\$ 28,838	\$ 4,566
Ending Cash		\$ 5,106	\$ 15,527	\$ 36,317	\$ 32,295	\$ 18,725	\$ 27,050	\$ 23,722	\$ 26,247	\$ 48,774	\$ 40,997	\$ 28,838	\$ 6,882	\$ 6,882
		Principal	Pmt Amts	Comments										Rem. Bal
Beginning Loan Balance - PBI (8)		\$ 5,854,865	\$ 33,208.55			\$ -	\$ 5,851,865	\$ 33,191.53	\$ -	\$ 5,851,865	\$ 33,191.53	\$ -		\$ (2,096,358)
Interest Rate		3.25%	0.00270833	0		3.25%	0.27%							
Term		20.00	240	0		20.00	\$ 240			240.00				
Alliance Corporation 2nd Mtg (11)		\$ 835,901	\$ 4,741.19						\$ 2,263.90	Loan Balance				\$ -
Interest Rate		3.25%	0.00270833	0										
Term		30	360	0										
		\$ 6,690,766	\$ 37,949.74						\$ 2,263.90					\$ (2,096,358)

INVESTORS CAPITAL PARTNERS II		2016-17												Total
	S.F.	MAY 2016	JUNE 2016	JULY 2016	AUG 2016	SEPT 2016	OCT 2016	NOV 2016	DEC 2016	JAN 2017	FEB 2017	MAR 2017	APR 2017	
REVENUE														
Marquee Cinema	30,000													\$ 360,000
Dollar Tree (1)	8,000													\$ 110,430
Aaron Rents (2)	-													\$ -
Tenant 1 (3)	4,200													\$ 74,312
Tenant 2 (4)	1,400													\$ 23,037
Tenant 3 (5)	1,400													\$ 22,854
Tenant 4 (6)	7,000													\$ 114,458
TOTAL REVENUE	52,000	\$ 58,185	\$ 58,463	\$ 58,463	\$ 58,971	\$ 58,971	\$ 58,971	\$ 58,971	\$ 58,971	\$ 58,971	\$ 59,030	\$ 58,563	\$ 58,563	\$ 705,091
VACANCY	10%	\$ (2,200)	\$ (2,818)	\$ (2,846)	\$ (2,846)	\$ (2,897)	\$ (2,897)	\$ (2,897)	\$ (2,897)	\$ (2,897)	\$ (2,897)	\$ (2,903)	\$ (2,856)	\$ (33,853)
NET REVENUE		\$ 55,985	\$ 55,645	\$ 55,617	\$ 56,124	\$ 56,074	\$ 56,074	\$ 56,074	\$ 56,074	\$ 56,074	\$ 56,133	\$ 55,660	\$ 55,707	\$ 671,238
EXPENSES														
Property Taxes		\$ 1,845	\$ 1,675	\$ 1,675	\$ 1,675	\$ 1,675	\$ 1,675	\$ 1,575	\$ 1,575	\$ 1,575	\$ 1,575	\$ 1,575	\$ 1,575	\$ 19,670
Insurance		\$ 1,185	\$ 1,185	\$ 1,185	\$ 1,185	\$ 1,185	\$ 1,185	\$ 1,185	\$ 1,185	\$ 1,185	\$ 1,185	\$ 1,185	\$ 1,185	\$ 14,215
Utilities		\$ 1,023	\$ 1,023	\$ 1,023	\$ 1,023	\$ 1,023	\$ 1,023	\$ 1,023	\$ 1,023	\$ 1,023	\$ 1,023	\$ 1,023	\$ 1,023	\$ 12,277
State Taxes		\$ 45	\$ 45	\$ 45	\$ 45	\$ 45	\$ 45	\$ 45	\$ 45	\$ 45	\$ 45	\$ 45	\$ 45	\$ 538
Commissions		\$ -	\$ 252	\$ 252	\$ 252	\$ 252	\$ 252	\$ 252	\$ 252	\$ 252	\$ 252	\$ 252	\$ 252	\$ 2,772
Maintenance and Repair		\$ 969	\$ 969	\$ 969	\$ 969	\$ 969	\$ 969	\$ 969	\$ 969	\$ 969	\$ 969	\$ 969	\$ 969	\$ 11,630
Total Expenses		\$ 5,067	\$ 5,149	\$ 5,149	\$ 5,149	\$ 5,149	\$ 5,149	\$ 5,049	\$ 5,049	\$ 5,049	\$ 5,049	\$ 5,049	\$ 5,049	\$ 61,102
NET OPERATING CASH FLOW		\$ 50,918	\$ 50,496	\$ 50,468	\$ 50,976	\$ 50,925	\$ 50,925	\$ 51,025	\$ 51,025	\$ 51,025	\$ 51,084	\$ 50,611	\$ 50,658	\$ 610,136
Secured Claims - Debt Service														
Monthly Debt Service - PBI 1		\$ 16,841	\$ 16,838	\$ 16,835	\$ 15,845	\$ 15,843	\$ 15,840	\$ 15,837	\$ 15,451	\$ 34,474	\$ 34,474	\$ 34,474	\$ 34,474	\$ 267,224
Monthly Debt Service - PBI 2		\$ 2,520	\$ 2,520	\$ 2,520	\$ 2,520	\$ 2,520	\$ 2,520	\$ 2,520	\$ 2,520	\$ 4,406	\$ 4,406	\$ 4,406	\$ 4,406	\$ 37,783
Monthly Debt Service - Alliance		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Secured Claims Debt Service		\$ 19,361	\$ 19,358	\$ 19,355	\$ 18,365	\$ 18,363	\$ 18,360	\$ 18,357	\$ 17,971	\$ 38,879	\$ 38,879	\$ 38,879	\$ 38,879	\$ 305,007
Reorganization Costs														
Priority Claims		\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Attorney Fees		\$ 525	\$ 525	\$ 525	\$ 525	\$ 525	\$ 525	\$ 525	\$ 525	\$ 525	\$ 525	\$ 525	\$ 525	\$ 6,304
Other Professional		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Travel		\$ 525	\$ 525	\$ 525	\$ 525	\$ 525	\$ 525	\$ 525	\$ 525	\$ 525	\$ 525	\$ 525	\$ 525	\$ 6,304
Trustee Fees		\$ 650	\$ -	\$ -	\$ 650	\$ -	\$ -	\$ 650	\$ -	\$ -	\$ 650	\$ 650	\$ -	\$ 3,250
Supplies		\$ 53	\$ 53	\$ 53	\$ 53	\$ 53	\$ 53	\$ 53	\$ 53	\$ 53	\$ 53	\$ 53	\$ 53	\$ 630
Management Fees		\$ 6,000	\$ 6,000	\$ 6,000	\$ 6,000	\$ 6,000	\$ 6,000	\$ 6,000	\$ 6,000	\$ 6,000	\$ 6,000	\$ 6,000	\$ 6,000	\$ 72,000
Planning and Marketing		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Tax and Accounting		\$ 963	\$ 963	\$ 963	\$ 963	\$ 963	\$ 963	\$ 963	\$ 963	\$ 963	\$ 963	\$ 963	\$ 963	\$ 11,557
Total Reorganization Costs		\$ 8,716	\$ 8,066	\$ 8,066	\$ 8,716	\$ 8,066	\$ 8,066	\$ 8,716	\$ 8,066	\$ 8,066	\$ 8,716	\$ 8,716	\$ 8,066	\$ 100,045
Cash Flow Before Capital Items		\$ 22,841	\$ 23,072	\$ 23,047	\$ 23,894	\$ 24,496	\$ 24,499	\$ 23,952	\$ 24,988	\$ 4,079	\$ 3,489	\$ 3,489	\$ 3,712	\$ 205,084
Capital Budget Items														
Land Improvements		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Tenant Leasehold Improvements		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Reserve for Capital Expenditures		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 99,852	\$ -	\$ -	\$ -	\$ 99,852
LOAN REPAYMENTS		\$ -	\$ -	\$ 364,500	\$ -	\$ -	\$ -	\$ 141,750	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 506,250
Total Capital Budget Items		\$ -	\$ -	\$ 364,500	\$ -	\$ -	\$ -	\$ 141,750	\$ -	\$ 99,852	\$ -	\$ -	\$ -	\$ 606,102
Property Sales/FMV/Future value														\$ -
Parcel 1 Sale/ \$500,000/ \$750,000														\$ -
Parcel 4 Sale/ \$350,000/ \$450,000										\$ -				\$ -
Parcel 5 Sale/ \$215,000/ \$300,000				\$ -								\$ -		\$ -
Parcel 6 Sale/ \$302,762/ \$375,000													\$ -	\$ -
Parcel 7 Sale/ \$374,524/ \$450,000		\$ -		\$ 405,000										\$ 405,000
Parcel 8 Sale / \$141,714/ \$175,000								\$ 157,500						\$ 157,500
Land / \$2,712,481/ \$ 3,500,000		\$ -		\$ (40,500)				\$ (15,750)						\$ (56,250)
Total Property Sales		\$ -	\$ -	\$ 364,500	\$ -	\$ -	\$ -	\$ 141,750	\$ -	\$ 99,852	\$ -	\$ -	\$ -	\$ 506,250
DEBTOR CONTRIBUTIONS		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CASH FLOW		\$ 22,841	\$ 23,072	\$ 23,047	\$ 23,894	\$ 24,496	\$ 24,499	\$ 23,952	\$ 24,988	\$ (95,773)	\$ 3,489	\$ 3,489	\$ 3,712	\$ 105,232
Beginning Cash		\$ 6,882	\$ 29,723	\$ 52,795	\$ 75,842	\$ 99,736	\$ 124,232	\$ 148,731	\$ 172,682	\$ 197,670	\$ 101,898	\$ 105,386	\$ 108,875	\$ 6,882
Ending Cash		\$ 29,723	\$ 52,795	\$ 75,842	\$ 99,736	\$ 124,232	\$ 148,731	\$ 172,682	\$ 197,670	\$ 101,898	\$ 105,386	\$ 108,875	\$ 112,587	\$ 112,114
		Principal	Pmt Amts	Comments										
Beginning Loan Balance - PBI (8)		\$ 5,479,365	\$ 31,078.73			\$ 5,479,365	\$ 31,078.73	\$ 5,334,615	\$ 34,473.54	Loan Balance				\$ 5,334,615
Interest Rate		3.25%	0.00270833			3.25%	0.00270833	4.75%	0.00395833					
Term		20.00	240			20.00	240	20	240					
Alliance Corporation 2nd Mtg (11)		\$ 835,901	\$ 4,741.19			\$ (55,621)	\$ 2,263.90	\$ 2,263.90	Loan Balance					\$ -
Interest Rate		\$ 0	0.00270833			\$ -	0							
Term		\$ 30	360			\$ -	0							
		\$ 6,315,266	\$ 35,819.92			\$ 5,423,744	\$ 33,342.62	\$ 36,737.44						\$ 5,334,615

INVESTORS CAPITAL PARTNERS II		2017-18												Total
	S.F.	MAY 2017	JUNE 2017	JULY 2017	AUG 2017	SEPT 2017	OCT 2017	NOV 2017	DEC 2017	JAN 2018	FEB 2018	MAR 2018	APR 2018	
REVENUE														
Marquee Cinema	30,000													\$ 360,000
Dollar Tree (1)	8,000													\$ 113,743
Aaron Rents (2)	-													\$ -
Tenant 1 (3)	4,200													\$ 76,354
Tenant 2 (4)	1,400													\$ 18,947
Tenant 3 (5)	1,400													\$ 23,540
Tenant 4 (6)	7,000													\$ 117,892
TOTAL REVENUE	52,000	\$ 58,563	\$ 58,850	\$ 58,850	\$ 59,185	\$ 59,373	\$ 59,373	\$ 59,373	\$ 59,373	\$ 59,373	\$ 59,420	\$ 59,373	\$ 59,373	\$ 710,475
VACANCY	10%	\$ (2,200)	\$ (2,856)	\$ (2,885)	\$ (2,885)	\$ (2,919)	\$ (2,937)	\$ (2,937)	\$ (2,937)	\$ (2,937)	\$ (2,937)	\$ (2,942)	\$ (2,937)	\$ (34,310)
NET REVENUE		\$ 56,363	\$ 55,993	\$ 55,965	\$ 56,300	\$ 56,454	\$ 56,435	\$ 56,435	\$ 56,435	\$ 56,435	\$ 56,483	\$ 56,431	\$ 56,435	\$ 676,165
EXPENSES														
Property Taxes		\$ 1,845	\$ 3,492	\$ 3,492	\$ 3,492	\$ 3,492	\$ 3,492	\$ 3,492	\$ 3,492	\$ 3,492	\$ 3,492	\$ 3,492	\$ 3,492	\$ 40,253
Insurance		\$ 1,185	\$ 1,185	\$ 1,185	\$ 1,185	\$ 1,185	\$ 1,185	\$ 1,185	\$ 1,185	\$ 1,185	\$ 1,185	\$ 1,185	\$ 1,185	\$ 14,215
Utilities		\$ 1,023	\$ 1,023	\$ 1,023	\$ 1,023	\$ 1,023	\$ 1,023	\$ 1,023	\$ 1,023	\$ 1,023	\$ 1,023	\$ 1,023	\$ 1,023	\$ 12,277
State Taxes		\$ 45	\$ 45	\$ 45	\$ 45	\$ 45	\$ 45	\$ 45	\$ 45	\$ 45	\$ 45	\$ 45	\$ 45	\$ 538
Commissions		\$ 252	\$ 252	\$ 252	\$ 252	\$ 252	\$ 252	\$ 252	\$ 252	\$ 252	\$ 252	\$ 252	\$ 252	\$ 3,024
Maintenance and Repair		\$ 969	\$ 969	\$ 969	\$ 969	\$ 969	\$ 969	\$ 969	\$ 969	\$ 969	\$ 969	\$ 969	\$ 969	\$ 11,630
Total Expenses		\$ 5,319	\$ 6,965	\$ 6,965	\$ 6,965	\$ 6,965	\$ 6,965	\$ 6,965	\$ 6,965	\$ 6,965	\$ 6,965	\$ 6,965	\$ 6,965	\$ 81,938
NET OPERATING CASH FLOW		\$ 51,044	\$ 49,028	\$ 48,999	\$ 49,335	\$ 49,489	\$ 49,470	\$ 49,470	\$ 49,470	\$ 49,470	\$ 49,517	\$ 49,465	\$ 49,470	\$ 594,227
Secured Claims - Debt Service														
Monthly Debt Service - PBI 1		\$ 34,474	\$ 34,474	\$ 34,474	\$ 34,474	\$ 34,474	\$ 34,474	\$ 34,474	\$ 34,474	\$ 34,474	\$ 34,474	\$ 34,474	\$ 34,474	\$ 413,683
Monthly Debt Service - PBI 2		\$ 4,406	\$ 4,406	\$ 4,406	\$ 4,406	\$ 4,406	\$ 4,406	\$ 4,406	\$ 4,406	\$ 4,406	\$ 4,406	\$ 4,406	\$ 4,406	\$ 52,871
Monthly Debt Service - Alliance		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Secured Claims Debt Service		\$ 38,879	\$ 38,879	\$ 38,879	\$ 38,879	\$ 38,879	\$ 38,879	\$ 38,879	\$ 38,879	\$ 38,879	\$ 38,879	\$ 38,879	\$ 38,879	\$ 466,553
Reorganization Costs														
Priority Claims		\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Attorney Fees		\$ 525	\$ 525	\$ 565	\$ 600	\$ 600	\$ 600	\$ 600	\$ 600	\$ 600	\$ 600	\$ 600	\$ 600	\$ 7,015
Other Professional		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Travel		\$ 525	\$ 525	\$ 525	\$ 525	\$ 525	\$ 525	\$ 525	\$ 525	\$ 525	\$ 525	\$ 525	\$ 525	\$ 6,304
Trustee Fees		\$ 650	\$ -	\$ -	\$ 650	\$ -	\$ -	\$ 650	\$ -	\$ -	\$ 650	\$ -	\$ -	\$ 2,600
Supplies		\$ 53	\$ 53	\$ 53	\$ 53	\$ 53	\$ 53	\$ 53	\$ 53	\$ 53	\$ 53	\$ 53	\$ 53	\$ 630
Management Fees		\$ 6,000	\$ 6,000	\$ 6,000	\$ 6,000	\$ 6,000	\$ 6,000	\$ 6,000	\$ 6,000	\$ 6,000	\$ 6,000	\$ 6,000	\$ 6,000	\$ 72,000
Planning and Marketing		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Tax and Accounting		\$ 963	\$ 963	\$ 963	\$ 963	\$ 963	\$ 963	\$ 963	\$ 963	\$ 963	\$ 963	\$ 963	\$ 963	\$ 11,557
Total Reorganization Costs		\$ 8,716	\$ 8,066	\$ 8,106	\$ 8,791	\$ 8,141	\$ 8,141	\$ 8,791	\$ 8,141	\$ 8,141	\$ 8,791	\$ 8,141	\$ 8,141	\$ 100,106
Cash Flow Before Capital Items		\$ 3,449	\$ 2,083	\$ 2,014	\$ 1,665	\$ 2,468	\$ 2,450	\$ 1,800	\$ 2,450	\$ 2,450	\$ 1,847	\$ 2,445	\$ 2,450	\$ 27,568
Capital Budget Items														\$ -
Land Improvements		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Reserve for Capital Expenditures		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Tenant Leasehold Improvements		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
LOAN REPAYMENTS														\$ -
Total Capital Budget Items		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
NET Property Sales/FMV/Future value														\$ -
Parcel 1 Sale/ \$500,000/ \$750,000														\$ -
Parcel 4 Sale/ \$350,000/ \$450,000											\$ -			\$ -
Parcel 5 Sale/ \$215,000/ \$300,000				\$ -								\$ -		\$ -
Parcel 6 Sale/ \$302,762/ \$375,000													\$ -	\$ -
Parcel 7 Sale/ \$374,524/ \$450,000														\$ -
Parcel 8 Sale / \$141,714/ \$175,000														\$ -
Shopping Center at cap rate of 7.00%													\$ -	\$ -
Land / \$2,712,481/ \$ 3,500,000													\$ -	\$ -
Total Property Sales	\$ 0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
DEBTOR CONTRIBUTIONS		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CASH FLOW		\$ 3,449	\$ 2,083	\$ 2,014	\$ 1,665	\$ 2,468	\$ 2,450	\$ 1,800	\$ 2,450	\$ 2,450	\$ 1,847	\$ 2,445	\$ 2,450	\$ 27,568
Beginning Cash		\$ 112,114	\$ 115,563	\$ 117,646	\$ 119,660	\$ 121,325	\$ 123,793	\$ 126,243	\$ 128,042	\$ 130,492	\$ 132,941	\$ 134,788	\$ 137,233	\$ 112,114
Ending Cash		\$ 115,563	\$ 117,646	\$ 119,660	\$ 121,325	\$ 123,793	\$ 126,243	\$ 128,042	\$ 130,492	\$ 132,941	\$ 134,788	\$ 137,233	\$ 139,683	\$ 139,683
		Principal	Pmt Amts	Comments					Int Only					Rem. Bal.
Beginning Loan Balance - PBI (8)		\$ 5,334,615	\$ 30,257.71	0					\$ 14,447.92	Loan Balance		\$ 15,809.79		\$ 5,078,601
Interest Rate		3.25%	0.00270833	0										
Term		20	240											
Alliance Corporation 2nd Mtg (11)		\$ 835,901	\$ 4,741.19	0					\$ 2,263.90	Loan Balance		\$ 2,477.30		\$ -
Interest Rate		3.25%	0.00270833	0										
Term		30	360	0										
		\$ 6,170,516	\$ 34,998.90						\$ 16,711.81	Balance		\$ 18,287.09	\$ 219,445.08	\$ 5,078,601

INVESTORS CAPITAL PARTNERS II		2017-18		5 year plan ending December 31, 2018						
		MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	Total
REVENUE	S.F.	2018	2018	2018	2018	2018	2018	2018	2018	
Marquee Cinema	30,000									\$ 240,000
Dollar Tree (1)	8,000									\$ 77,817
Aaron Rents (2)	-									\$ -
Tenant 1 (3)	4,200									\$ 52,366
Tenant 2 (4)	1,400									\$ 12,600
Tenant 3 (5)	1,400									\$ 16,105
Tenant 4 (6)	7,000									\$ 80,854
TOTAL REVENUE	52,000	\$ 59,373	\$ 59,668	\$ 59,668	\$ 60,206	\$ 60,206	\$ 60,206	\$ 60,206	\$ 60,206	\$ 479,741
VACANCY	10%	\$ (2,200)	\$ (2,937)	\$ (2,967)	\$ (2,967)	\$ (3,021)	\$ (3,021)	\$ (3,021)	\$ (3,021)	\$ (23,153)
NET REVENUE		\$ 57,173	\$ 56,731	\$ 56,701	\$ 57,240	\$ 57,186	\$ 57,186	\$ 57,186	\$ 57,186	\$ 456,587
EXPENSES										
Property Taxes		\$ 3,492	\$ 3,492	\$ 3,492	\$ 3,492	\$ 3,492	\$ 3,492	\$ 3,492	\$ 3,492	\$ 27,933
Insurance		\$ 1,185	\$ 1,185	\$ 1,185	\$ 1,185	\$ 1,185	\$ 1,185	\$ 1,185	\$ 1,185	\$ 9,477
Utilities		\$ 1,023	\$ 1,023	\$ 1,023	\$ 1,023	\$ 1,023	\$ 1,023	\$ 1,023	\$ 1,023	\$ 8,184
State Taxes		\$ 45	\$ 45	\$ 45	\$ 45	\$ 45	\$ 45	\$ 45	\$ 45	\$ 359
Commissions		\$ 252	\$ 252	\$ 252	\$ 252	\$ 252	\$ 252	\$ 252	\$ 252	\$ 2,016
Maintenance and Repair		\$ 969	\$ 969	\$ 969	\$ 969	\$ 969	\$ 969	\$ 969	\$ 969	\$ 7,754
Total Expenses		\$ 6,965	\$ 6,965	\$ 6,965	\$ 6,965	\$ 6,965	\$ 6,965	\$ 6,965	\$ 6,965	\$ 55,723
NET OPERATING CASH FLOW		\$ 50,207	\$ 49,765	\$ 49,736	\$ 50,274	\$ 50,220	\$ 50,220	\$ 50,220	\$ 50,220	\$ 400,865
Secured Claims - Debt Service										
Monthly Debt Service - PBI 1		\$ 34,474	\$ 34,474	\$ 34,474	\$ 34,474	\$ 34,474	\$ 34,474	\$ 34,474	\$ 34,474	\$ 275,788
Monthly Debt Service - PBI 2		\$ 4,406	\$ 4,406	\$ 4,406	\$ 4,406	\$ 4,406	\$ 4,406	\$ 4,406	\$ 4,406	\$ 35,247
Monthly Debt Service - Alliance		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Secured Claims Debt Service		\$ 38,879	\$ 38,879	\$ 38,879	\$ 38,879	\$ 38,879	\$ 38,879	\$ 38,879	\$ 38,879	\$ 311,035
Reorganization Costs										
Priority Claims		\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Attorney Fees		\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 8,000
Other Professional		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Travel		\$ 525	\$ 525	\$ 525	\$ 525	\$ 525	\$ 750	\$ 750	\$ 750	\$ 4,877
Trustee Fees		\$ 650	\$ -	\$ -	\$ 650	\$ -	\$ -	\$ 650	\$ -	\$ 1,950
Supplies		\$ 54	\$ 54	\$ 54	\$ 54	\$ 54	\$ 54	\$ 54	\$ 54	\$ 432
Management Fees		\$ 6,000	\$ 6,000	\$ 6,000	\$ 6,000	\$ 6,000	\$ 6,000	\$ 6,000	\$ 6,000	\$ 48,000
Planning and Marketing		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Tax and Accounting		\$ 963	\$ 963	\$ 963	\$ 963	\$ 963	\$ 963	\$ 963	\$ 963	\$ 7,705
Total Reorganization Costs		\$ 9,192	\$ 8,542	\$ 8,542	\$ 9,192	\$ 8,542	\$ 8,767	\$ 9,417	\$ 8,767	\$ 70,963
Cash Flow Before Capital Items		\$ 2,135	\$ 2,344	\$ 2,314	\$ 2,203	\$ 2,799	\$ 2,574	\$ 1,924	\$ 2,574	\$ 18,866
Capital Budget Items										\$ -
Land Improvements		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Tenant Leasehold Improvements		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Reserve for Capital Expenditures		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
LOAN REPAYMENTS			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Capital Budget Items		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
NET Property Sales/FMV/Future value										\$ -
Parcel 1 Sale/ \$500,000/ \$750,000										\$ -
Parcel 4 Sale/ \$350,000/ \$450,000										\$ -
Parcel 5 Sale/ \$215,000/ \$300,000				\$ -						\$ -
Parcel 6 Sale/ \$302,762/ \$375000										\$ -
Parcel 7 Sale/ \$374,524/ \$450,000										\$ -
Parcel 8 Sale / \$141,714/ \$175,000										\$ -
Shopping Center at cap rate of 7.00%										\$ -
Land / \$2,712,481/ \$ 3,500,000										\$ -
Total Property Sales	\$ 0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
DEBTOR CONTRIBUTIONS		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CASH FLOW		\$ 2,135	\$ 2,344	\$ 2,314	\$ 2,203	\$ 2,799	\$ 2,574	\$ 1,924	\$ 2,574	\$ 18,866
Beginning Cash		\$ 139,683	\$ 141,818	\$ 144,162	\$ 146,476	\$ 148,678	\$ 151,477	\$ 154,051	\$ 155,975	\$ 139,683
Ending Cash		\$ 141,818	\$ 144,162	\$ 146,476	\$ 148,678	\$ 151,477	\$ 154,051	\$ 155,975	\$ 158,549	\$ 158,549
		Principal	Pmt Amts	Comments					Int Only	Rem. Bal.
Beginning Loan Balance - PBI (8)		\$ 5,062,114	\$ 28,712.10	0					\$ 13,709.89	\$ 4,928,100
Interest Rate		3.25%	0.002708333	0						
Term		20	240							
Alliance Corporation 2nd Mtg (11)		\$ 835,901	\$ 4,741.19	0					\$ 2,263.90	\$ -
Interest Rate		3.25%	0.002708333	0						
Term		30	360	0						
		\$ 5,898,015	\$ 33,453.29						\$ 15,973.79	\$ 4,928,100