

IN THE UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

IN RE:)
Lee M. Losey,) Case No. 15-35460
) Chapter 11
) Judge Timothy A. Barnes
Debtor/Debtor-in-Possession.)

DEBTOR'S PLAN OF REORGANIZATION

DEBTOR'S COUNSEL:
Scott R. Clar
(Atty. No. 06183741)
Crane, Heyman, Simon, Welch & Clar
135 South LaSalle Street, Suite 3705
Chicago, IL 60603
(312) 641-6777
W:\MJ02\Losey\Plan.cvr sht.wpd

TABLE OF CONTENTS

	<u>Page</u>
PREAMBLE	-1-
ARTICLE I DEFINITIONS	-2-
ARTICLE II UNCLASSIFIED CLAIMS	-5-
ARTICLE III CLASSIFICATION OF CLAIMS AND INTERESTS	-6-
ARTICLE IV PAYMENT OF UNCLASSIFIED CLAIMS UNDER THE PLAN	-6-
ARTICLE V TREATMENT OF ALLOWED SECURED CLAIMS NOT IMPAIRED UNDER THE PLAN	-7-
ARTICLE VI TREATMENT OF CLAIMS IMPAIRED UNDER THE PLAN	-8-
ARTICLE VII IMPLEMENTATION OF PLAN	-8-
ARTICLE VIII EXECUTORY CONTRACTS	-9-
ARTICLE IX BANKRUPTCY COURT'S RETENTION OF JURISDICTION	-10-
ARTICLE X INTEREST AND PENALTIES	-11-
ARTICLE XI CONFIRMATION OF PLAN UNDER SECTION 1129(b) OF THE BANKRUPTCY CODE	-11-
ARTICLE XII UNCLAIMED PROPERTY	-12-
ARTICLE XIII CLAIMS OBJECTIONS	-12-
ARTICLE XIV DISPUTED CLAIMS	-12-
ARTICLE XV GENERAL PROVISIONS	-13-

IN THE UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

IN RE:)
Lee M. Losey,) Case No. 15-35460
) Chapter 11
) Judge Timothy A. Barnes
Debtor/Debtor-in-Possession.)

DEBTOR'S PLAN OF REORGANIZATION

LEE M. LOSEY, debtor/debtor-in-possession herein ("Debtor"), by and through his Attorneys, proposes the following Plan of Reorganization ("Plan") in accordance with Section 1121(a) of the Bankruptcy Code.

PREAMBLE

On October 19, 2015, the Debtor filed his voluntary petition for relief under Chapter 11 of the Bankruptcy Code ("Petition Date"). Since the Petition Date, the Debtor has operated his business and managed his financial affairs as debtor-in-possession. No trustee, examiner or committee of unsecured creditors has been appointed to serve in the Debtor's Chapter 11 case.

The Debtor is an individual who owns three (3) residential properties, namely: 1) 2950 E. 81ST, Chicago, Illinois; 2) 7200 Yates Blvd., Chicago, Illinois; and 3) 1506 W. Huntington Dr., Tempe, Arizona (the "Properties"). The Debtor also owns a 50% interest in 1632 W. Summerdale, Basement, Chicago, Illinois and resides at 1632 W. Summerdale, Chicago, Illinois, a property he does not now and has not ever owned. The Debtor is employed as the Deputy Director of the Core Group Polio Project, an international aid organization.

The Debtor's problems arose principally due to the general economic problems which beset this country between 2008 and 2013 (particularly with respect to real estate).

Prior to 2008, the Debtor, through limited liability entities, operated other parcels of real property which ultimately resulted in foreclosure and a deficiency judgment.

The Debtor is the defendant in a lawsuit which resulted in a judgment in excess of \$1 million in favor of Urban Partnership Bank (as successor to Shore Bank), arising out of a deficiency personally guaranteed by the Debtor for properties unrelated to this Chapter 11 filing.

The Plan is being filed within the exclusive periods established under Sections 1121(b) and 1121(d) of the Bankruptcy Code, and the prior orders of the Bankruptcy Court extending those periods. The Debtor is the proponent of the Plan. The Plan provides for distributions to the holders of Allowed Claims from monthly rentals from properties owned by the Debtor and limited liability companies, the sale of rental properties, and the Debtor's income from the Core Group Polio Project. The Plan gives creditors as much or more than creditors would receive upon liquidation of the Debtor's assets in a Chapter 7 Bankruptcy. For a further discussion of the Plan, the reader's attention is directed to the Disclosure Statement filed by the Debtor in connection with this Plan.

ARTICLE I

DEFINITIONS

The following terms, when used herein, shall have the meaning specified below, unless the context otherwise requires:

1.1 Administrative Expense: A cost or expense of administration of this Chapter 11 case, including any actual, necessary expense of preserving or liquidating the estate, or of operating the business of the Debtor and all allowances approved by the Bankruptcy Court in accordance with Section 503 of the Bankruptcy Code.

1.2 Allowed Claim: A "Claim" (as defined below) (i) proof of which has been filed with the Bankruptcy Court within the time fixed by the Bankruptcy Court or applicable rules or statutes, and with respect to which no objection has been timely filed by any party

in interest, or (ii) that has been, or hereafter is, listed by the Debtor as liquidated in amount and not disputed or contingent in the Debtor's bankruptcy schedules filed in this Chapter 11 case, or (iii) that has been allowed by a "Final Order" (as defined below) by the Bankruptcy Court, or (iv) that is allowed by the provisions of this Plan.

1.3 Allowed Interest: An "Interest" (as defined below) (i) proof of which has been filed within the time fixed by the Bankruptcy Rules or within the time fixed by the Bankruptcy Court; or (ii) that has been scheduled in the list of equity security holders identified in the Debtor's bankruptcy schedules which have been filed with the Bankruptcy Court in this Chapter 11 case; and (iii) in the event of either (i) or (ii), as to which no objection to the allowance thereof has been filed within any applicable period of time fixed by an Order of the Bankruptcy Court, or as to which any such objection has been determined by a Final Order of the Bankruptcy Court.

1.4 Bankruptcy Code: Title 11 of the United States Code, Section 101 *et seq.*, as amended.

1.5 Bankruptcy Court: The United States Bankruptcy Court for the Northern District of Illinois, Eastern Division.

1.6 Bankruptcy Rules: The Federal Rules of Bankruptcy Procedure.

1.7 Chapter 11: Chapter 11 of the Bankruptcy Code.

1.8 Claim: The term "Claim" shall have the meaning set forth in Section 101(5) of the Bankruptcy Code.

1.9 Confirmation: The entry by the Bankruptcy Court of a Final Order confirming the Plan in accordance with the provisions of Chapter 11 of the Bankruptcy Code.

1.10 Debtor: Lee M. Losey

1.11 Debtor's Estate: All of the Debtor's "property of the estate" as defined in Section 541 of the Bankruptcy Code.

1.12 **Debtor in Possession:** Lee M. Losey

1.13 **Effective Date:** Thirty (30) days following the date on which the Order confirming this Plan becomes a Final Order.

1.14 **Equity Funding Claim:** Claim formerly owned by Urban Partnership Bank in the amount of \$1,060,426.95.

1.15 **Final Confirmation Order:** Final Order confirming the Plan under Section 1129 of the Bankruptcy Code.

1.16 **Final Order:** (i) An order or a judgment that has not been reversed, stayed, modified or amended, and as to which the time to appeal or seek reargument, reconsideration or rehearing has expired and has not been extended and as to which no appeal, petition for certiorari, reargument, reconsideration or rehearing is pending, or (ii) an order or a judgment for which an appeal, reargument, reconsideration, rehearing or certiorari has been sought, and as to which the order or judgment has been affirmed or the request for reargument, reconsideration, rehearing or certiorari has been denied, and the time to take any further appeal, reargument, reconsideration, rehearing or certiorari has expired, so that in the event of either (i) or (ii), such order or judgment shall have become final and non-appealable in accordance with applicable law.

1.17 **LLC Interests:** The 100% membership interests owned by the Debtor in Losey LLC, Blue Mountain 7005 LLC and L&A Management LLC which own fifteen (15) single family homes in low-income neighborhoods on the South Side of Chicago.

1.18 **Month:** A calendar month, including the month in which a date or event occurs.

1.19 **Petefish:** Petefish, Skiles and Co. Bank

1.20 **Plan:** This Plan of Reorganization including any amendments or modifications thereto.

1.21 Properties: The three (3) residential properties owned by the Debtor in his own name, and located at: 1) 2950 E. 81st, Chicago, IL; 2) 7200 Yates Blvd., Chicago, Illinois; and 3) 1506 W. Huntington Dr., Tempe, Arizona.

1.22 Pro-rata: With respect to any distribution on account of any Claim or matter, in the same proportion as the amount of such Claim or matter bears to the aggregate amount of all Claims or matters of its class.

1.23 Unclassified Claims: Claims of the kind specified in Sections 507(a)(2), 507(a)(3) and 507(a)(8) of the Bankruptcy Code, which Claims shall not be classified pursuant to Section 1123(a)(1) of the Bankruptcy Code.

Unless otherwise defined in this Plan, the words and phrases used herein shall have the meanings ascribed to them in the Bankruptcy Code and in the Bankruptcy Rules.

ARTICLE II

UNCLASSIFIED CLAIMS

The following Unclassified Claims exist under the Plan pursuant to Section 1123(a)(1) of the Bankruptcy Code:

2.1 Administrative Claims: Administrative Claims shall consist of Allowed Claims for Administrative Expenses as well as claims arising under Sections 507(a)(2) and 507(a)(3) of the Bankruptcy Code.¹

2.2 Tax Claims: The Allowed Claims, if any, of the Internal Revenue Service ("IRS") and/or the Illinois Department of Revenue ("IDR"), which claims are entitled to priority under Section 507(a)(8) of the Bankruptcy Code.²

¹ Since the Debtor's Chapter 11 case was commenced as a voluntary proceeding, no claims under Sections 507(a)(3) and 502(f) of the Bankruptcy Code exist.

² The Debtor is not aware of any tax claims of the kind referenced above.

ARTICLE III

CLASSIFICATION OF CLAIMS AND INTERESTS

3.1 Class 1: The Allowed Secured Claim of Petefish, attaching to 1506 W. Huntington Dr., Tempe, Arizona and 7200 S. Yates Boulevard, Chicago, Illinois shall continue to be paid on a monthly basis according to the terms of the loans and mortgages attaching to the properties.

3.2 Class 2: The Allowed Secured Claim of the Cook County Collector for real estate taxes attaching to the Properties will be paid in the ordinary course.

3.3 Class 3: The Claims of CitiCard in the amount of \$262.65 and ComEd in the amount of \$199.59 shall be paid at the rate of 9.177% in cash in full on the Effective Date.

3.4 Class 4: The Allowed Unsecured Claim of Equity Funding in the amount of \$1,060,426.95 which claim shall be paid as follows: \$20,000 within sixty (60) days of the Effective Date and the balance over sixty (60) months at the rate of \$1,288.61 per month.

3.5 Class 5: All Other Allowed General Unsecured Claims shall be paid at the rate of 9.177% over a period of twelve (12) months, with funding to come from the same source as Classes 3 and 4, namely, monthly rentals, the Debtor's income and the possible sale of properties.

ARTICLE IV

PAYMENT OF UNCLASSIFIED CLAIMS UNDER THE PLAN

Under the terms of the Plan, Unclassified Claims are unimpaired and shall be paid as follows:

4.1 Administrative Claims: Except as expressly provided herein or as may be agreed to by the holder of each Allowed Administrative Claim, holders of Allowed Administrative Claims shall be paid on the Effective Date in cash in accordance with Section 1129(a)(9)(A) of the Bankruptcy Code, unless the holder of an Administrative Claim agrees to a different treatment:

Each holder of an Allowed Administrative Claim of the kinds specified in Section 507(a)(2) of the Bankruptcy Code will receive on account of such Claim, cash equal to the allowed amount of such Claim, on the Effective Date except that post-petition trade creditors of the Debtor will be paid according to the terms under which the debt was incurred; and provided, however, that all Administrative Claims with respect to the payment of any professional person shall remain subject to and be paid in accordance with applicable provisions of the Bankruptcy Code and Bankruptcy Rules and the Final Order of the Bankruptcy Court.³

4.2 Tax Claims: The Allowed Tax Claims of the Internal Revenue Service and Illinois Department of Revenue, if any, will be paid in full, inclusive of allowed interest as provided by applicable federal or state statutes, within a five (5) year period from the Petition Date.

The Allowed Tax Claims of the Cook County Collector shall be paid as and when said payments come due.

The treatment of Allowed Tax Claims is intended to comply with the requirements of Section 1129(a)(9)(C) of the Bankruptcy Code.

ARTICLE V

TREATMENT OF ALLOWED SECURED CLAIMS NOT IMPAIRED UNDER THE PLAN

Under the terms of the Plan, the Allowed Claim in Class 1 of Petefish attaching to the Properties will be paid according to the terms of the notes and mortgages attaching to the Properties, and is unimpaired under the Plan. Additionally, the Class 2 Claim of the Cook County Collector is unimpaired, since any amounts which may come due will be paid when due.

³ At present, the Debtor is aware of the possible administrative claims for legal services provided by his bankruptcy counsel, the law firm of Crane, Heyman, Simon, Welch & Clar ("CHSWC"). CHSWC were paid a pre-petition retainer of \$20,000, and will be likely seeking final fees and expenses of \$15,000 in excess of the pre-petition retainer.

ARTICLE VI

TREATMENT OF CLAIMS IMPAIRED UNDER THE PLAN

Under the terms of the Plan, Allowed Claims in Classes 3, 4 and 5 are impaired. As a result of such impairment, the holders of Allowed Claims in Classes 3, 4 and 5 have the right to vote on the Plan.

6.1 Class 3: The claims of Citicard and ComEd will be paid in cash in full at the rate of 9.177% in the respective amounts of \$262.65 and \$199.59, on the Effective Date.

6.2 Class 4: The Allowed Unsecured Claim of Equity Funding is impaired and in the approximate amount of \$1,060,00 and shall be paid as follows: \$20,000 within sixty (60) days of the Effective Date and the balance over sixty (60) months at the rate of \$1,288.61 per month.

6.3 Class 5: Class 5 General Unsecured Claims are impaired. Class 5 Claims shall be paid at the rate of 9.177% (the same as is being paid to Equity Funding) over a period of twelve (12) months, with funding to come from monthly rental income, the Debtor's income and the possible sale of properties.

ARTICLE VII

IMPLEMENTATION OF PLAN

7.1 Upon Confirmation, the Debtor shall be vested with his assets, subject only to the terms and conditions of this Plan. The Debtor shall be entitled to continue to operate his business and manage his business and financial affairs without further Order of this Court as set forth in the Plan.

7.2 Upon Confirmation, an injunction under Section 524 of the Bankruptcy Code shall arise to prevent any party from foreclosing its lien or security interest in any assets of the Debtor or otherwise enforcing claims against the Debtor and his assets except in a manner provided for under the terms and conditions of this Plan. Such injunction shall not affect any likely secured creditor's right to foreclose upon any security interest provided

in the Plan in the event of any post-Confirmation default under this Plan. This injunction shall remain in full force and effect to prevent said actions until all distributions have been made in accordance with the terms and conditions of the Plan.

7.3 After Confirmation of the Plan, the Debtor will manage his financial affairs in the ordinary course. Payments to creditors pursuant to the Plan will be made, from the Debtor's post-petition income, monthly rentals from the Properties and the LLC interests.

7.4 The Debtor will have the right to make any distribution to creditors earlier than required by the Plan, without penalty.

7.5 The Plan is self-executing. Except as expressly set forth in the Plan, the Debtor shall not be required to execute any newly created documents to evidence the Claims, liens or terms of repayment to the holder of any Allowed Claim. The terms of this Plan will exclusively govern payments to creditors and any other rights of creditors as against the Debtor and his property. Furthermore, upon the completion of the payments required under this Plan to the holders of Allowed Claims, such Claims, and any liens that may support such Claims, shall be deemed released and discharged.

7.6 The Debtor shall have the right, power and authority after Confirmation to commence any preference, fraudulent conveyance or other litigation.⁴ The Bankruptcy Court shall retain jurisdiction for such litigation.

ARTICLE VIII

EXECUTORY CONTRACTS

8.1 All executory contracts and unexpired leases which exist between the Debtor and any other party, whether such executory contract be in writing or oral, which has not been previously assumed, assigned, rejected or otherwise terminated by the Debtor shall

⁴ The Debtor is unaware of any such litigation which could be brought on his behalf.

be deemed assumed as of Confirmation of this Plan pursuant to Sections 365 and 1123(b)(2) of the Bankruptcy Code.⁵

8.2 Any and all Claims asserted by any party arising from the rejection of executory contracts and unexpired leases pursuant to this Plan or otherwise must be filed on or within thirty (30) days following Confirmation. Further, with respect to Claims for default relating to any unexpired lease or executory contract that is deemed assumed pursuant to the Plan, any and all such Claims must also be filed on or within thirty (30) days following Confirmation. Allowed Claims emanating from the rejection of unexpired leases and executory contracts will be treated as Class 5 Claims. Allowed Claims for default emanating from the assumption of unexpired leases and executory contracts will be treated as Administrative Claims. Any person failing to file such a Claim within the time provided herein shall be forever barred from asserting such Claim and shall not receive any distribution under this Plan.

8.3 The provisions set forth herein shall be equally applicable to executory contracts and unexpired leases of real and personal property.

ARTICLE IX

BANKRUPTCY COURT'S RETENTION OF JURISDICTION

The Bankruptcy Court shall retain jurisdiction after Confirmation to: (i) hear and determine applications for fees and allowances for professional persons; (ii) supervise the implementation of this Plan; (iii) hear and determine objections to Claims filed in these Chapter 11 cases; (iv) hear and determine applications for the assumption, assignment and/or rejection of executory contracts, if any; (v) hear and determine all adversary proceedings or contested matters whether filed before or after Confirmation, including but not limited to the Complaint; (vi) resolve disputes regarding interpretation of this Plan; (vii) allow Administrative Claims; (viii) enter Orders to further consummation of the Plan; (ix)

⁵The Debtor is not aware of any executory contracts to which he is a party.

approve modification of the Plan upon motions brought before the Bankruptcy Court in accordance with Section 1127 of the Bankruptcy Code; (x) hear and determine all applications and motions pending before the Bankruptcy Court on the date of Confirmation or such other matters as are commenced after Confirmation of the Plan; (xi) enter any order, including injunctions, necessary to enforce title, rights and powers of the Debtor, and to impose such limitations, restrictions, terms and conditions of such title, rights and powers as may be necessary; (xii) enforce terms of Plan; (xiii) enter an Order concluding and terminating this Chapter 11 case; and (xiv) hear and determine any and all matters brought before the Bankruptcy Court by the Debtor after Confirmation.

ARTICLE X

INTEREST AND PENALTIES

Except as otherwise provided herein, or required by the Bankruptcy Code, no interest or penalties accruing on or after October 19, 2015, shall be paid on any Allowed Claim nor shall any creditor claiming any such interest or penalty be entitled to have its Claim for interest or penalty allowed for payment pursuant to the Plan.

ARTICLE XI

CONFIRMATION OF PLAN UNDER SECTION 1129(b) OF THE BANKRUPTCY CODE

To the extent necessary, pursuant to Section 1129(b) of the Bankruptcy Code, the Debtor intends to request that the Bankruptcy Court confirm the Plan if all applicable requirements of Section 1129(a) of the Bankruptcy Code, other than Section 1129(a)(8), are met.

ARTICLE XII

UNCLAIMED PROPERTY

In the event that any distribution made to a claimant by the Debtor under this Plan remains unclaimed sixty (60) days after such distribution is made, this distribution shall become property of the Debtor and shall not be recouped by any claimant in subsequent distributions. Once the distribution becomes "unclaimed" under this provision of the Plan, the claimant shall forfeit any and all legal and equitable right to such distribution and the proceeds thereof.

ARTICLE XIII

CLAIMS OBJECTIONS

Except as otherwise ordered by the Bankruptcy Court, the Debtor shall file any and all objections to the allowance of Claims or Interests on or within a hundred and twenty (120) days of Confirmation of this Plan unless extended by Order of the Bankruptcy Court. Cause shall not be a requirement for an extension of this deadline.

ARTICLE XIV

DISPUTED CLAIMS

No distribution shall be made to the holders of disputed Claims until the dispute is resolved either by agreement or by Order of the Bankruptcy Court, or, in the case of the Casinos, resolution of the Appeal. Distributions to the holders of Allowed Claims shall not be held back pending resolution of disputed Claims. However, in the event a distribution is made to the holders of Allowed Claims in a given Class of Claims under the Plan before all disputed Claims in such Class have been resolved, sufficient funds shall be held back to pay the pro rata share due the holders of disputed Claims in such Class in the event the dispute is resolved against the Debtor.

ARTICLE XV

GENERAL PROVISIONS

15.1 Rules of Construction. The rules of construction applicable to the Bankruptcy Code and the Bankruptcy Rules are applicable to this Plan.

15.2 Definitions. A term used in the Plan that is not defined in the Plan but that is used in the Bankruptcy Code or the Bankruptcy Rules has the meaning assigned to that term in the Bankruptcy Code or the Bankruptcy Rules.

15.3 Amendment and Modification. The Debtor may alter, amend or modify the Plan before or after Confirmation in accordance with the applicable provisions of the Bankruptcy Code.

15.4 Severability. Should any provision of this Plan be determined to be unenforceable, such determination shall not impair, limit or otherwise affect the enforceability of any other provision of this Plan.

15.5 Successors and Assigns. The rights and obligations of any person or entity referred to in this Plan shall be binding upon, and shall inure to the benefit of, the successors and assigns of any such person or entity.

15.6 Headings. The headings of the Articles, paragraphs and sections of this Plan are inserted for convenience only and shall not affect the interpretation therein.

15.7 Effect of Appeals. Unless the Confirmation Order is stayed pending appeal, the Debtor may consummate this Plan notwithstanding the pendency of an appeal from the Confirmation Order, or the timely service of the filing of a Motion under Bankruptcy Rules 7052, 8002(b), 8002(c), 8003, 8015, 9023 or 9024.

15.8 Computation of Time. Unless expressly provided otherwise in this Plan, in computing any period of time prescribed or allowed by this Plan, the provisions of Rule 9006(a) of the Bankruptcy Rules shall apply.

15.9 Insurance Preservation. Nothing in the Plan, including any releases, shall diminish or impair the enforceability of any policies of insurance that may cover any claims against the Debtor or any other person.

15.10 Assignment of Licenses and Insurance. Any and all licenses of the Debtor and any and all insurance policies, contracts, rights and coverages, if any, shall be deemed assigned to and for the benefit of the Debtor upon Confirmation of the Plan

15.11 Terms Binding. On the Effective Date, all provisions of the Plan, including all agreements, instruments and other documents filed in accordance with the Plan and executed by the Debtor in connection with the Plan, shall be binding upon the Debtor, all creditors and shareholders and all other entities that are affected in any manner by the Plan. All agreements, instruments and other documents filed in connection with Plan shall have full force and effect, and shall bind all parties thereto as of the Final Confirmation Order.

15.12 Inconsistencies. In the event that there is any inconsistency between the Plan and Disclosure Statement, any exhibit to the Plan or other instrument or document created or executed pursuant to the Plan, the Plan shall govern.

15.13 Compliance With Applicable Law. It is intended that the provisions of the Plan (including the implementation thereof) shall be in compliance with all applicable laws and any rules and regulations promulgated thereunder. If the Debtor conclude that the Plan may not comply with applicable law, then in such event the Debtor intends to amend the Plan in such respect as it deems necessary to bring the Plan into compliance therewith.

15.14 Tax Consequences. At this time, it is uncertain as to what tax consequences, if any, may exist under the Plan with respect to the Debtor.

Lee M. Losey,
Debtor/Debtor-in-Possession

By: /s/Scott R. Clar
One of his Attorneys

DEBTOR'S COUNSEL:

Scott R. Clar
(Atty. No. 06183741)
Crane, Heyman, Simon, Welch & Clar
135 South LaSalle Street, Suite 3705
Chicago, IL 60603
(312) 641-6777
W:\MJ02\Losey\Plan.wpd

TABLE OF CONTENTS

	<u>Page</u>
PREAMBLE	-1-
ARTICLE I DEFINITIONS	-2-
ARTICLE II UNCLASSIFIED CLAIMS	-5-
ARTICLE III CLASSIFICATION OF CLAIMS AND INTERESTS	-6-
ARTICLE IV PAYMENT OF UNCLASSIFIED CLAIMS UNDER THE PLAN	-6-
ARTICLE V TREATMENT OF ALLOWED SECURED CLAIMS NOT IMPAIRED UNDER THE PLAN	-7-
ARTICLE VI TREATMENT OF CLAIMS IMPAIRED UNDER THE PLAN	-8-
ARTICLE VII IMPLEMENTATION OF PLAN	-8-
ARTICLE VIII EXECUTORY CONTRACTS	-9-
ARTICLE IX BANKRUPTCY COURT'S RETENTION OF JURISDICTION	-10-
ARTICLE X INTEREST AND PENALTIES	-11-
ARTICLE XI CONFIRMATION OF PLAN UNDER SECTION 1129(b) OF THE BANKRUPTCY CODE	-11-
ARTICLE XII UNCLAIMED PROPERTY	-12-
ARTICLE XIII CLAIMS OBJECTIONS	-12-
ARTICLE XIV DISPUTED CLAIMS	-12-
ARTICLE XV GENERAL PROVISIONS	-13-