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UNITED STATES BANKRUPTCY COURT

DISTRICT OF IDAHO

In Re:

Case No. 10-40743 JDP

LEED CORPORATION (THE),

Chapter 11

Debtor.

DISCLOSURE STATEMENT

COMES NOW The Leed Corporation, the Debtor and Debtor-in-possession herein, and hereby submits its Disclosure Statement pursuant to 11 USC §1125.

INTRODUCTION

THIS DISCLOSURE STATEMENT CONTAINS INFORMATION THAT MAY BEAR UPON YOUR DECISION TO ACCEPT OR REJECT THE DEBTOR'S PROPOSED PLAN OF REORGANIZATION.

PLEASE READ THIS DOCUMENT WITH CARE!

This Disclosure Statement is provided by The Leed Corporation, the Debtor in the above entitled case, to creditors and all parties in interest in order to inform them of the terms of the proposed plan of reorganization (the "Plan"), filed by the proponent in this case under Chapter 11 of Title 11 of the United States Code, in the United States Bankruptcy Court for the District of Idaho. The purpose of this Disclosure Statement is to enable holders of claims as defined in the

plan, to make an informed judgment about the Plan of Reorganization, and to permit such creditors and interest holders to make an informed judgment in exercising their right to vote on the Plan of Reorganization. Section 1125 of the Bankruptcy Code requires that this Disclosure Statement be submitted to holders of claims against the Debtor. This Disclosure Statement is to contain sufficient information about the Debtor to enable creditors and other interested parties to make an informed decision regarding the Plan of Reorganization. Pursuant to the terms of the United States Bankruptcy Code, this Disclosure Statement was presented to the Bankruptcy Court for approval.

THE APPROVAL BY THE COURT OF THE DISCLOSURE STATEMENT
DOES NOT CONSTITUTE AN ENDORSEMENT BY THE COURT OF THE
PLAN OR A GUARANTEE OF THE ACCURACY OR COMPLETENESS OF
THE INFORMATION CONTAINED THEREIN.

This Disclosure Statement is being furnished to all known creditors and claimants to inform them about the plan and their rights with respect thereto. The only representations that are authorized by the Debtor concerning its finances and business operations, the value of the Debtor's assets, its reorganization prospects, or other matters are the representations contained in this Disclosure Statement. Certain of the financial information contained in this Disclosure Statement has not been subjected to an audit by an independent Certified Public Accountant. For that reason, the Debtor is not able to warrant or represent that the information contained in this Disclosure Statement is without any inaccuracy; however, great effort has been made to ensure that all such information is fairly represented.

In determining the acceptance of the Plan, votes will only be counted if submitted by the claimant whose claim is duly scheduled by the proponent as undisputed, non-contingent, and liquidated, or who, prior to the hearing on confirmation has filed with the court a proof of claim which has not been disallowed or suspended prior to the computation of the vote on the plan. A

class that is unimpaired is deemed to have accepted the plan if solicitation of acceptance is not required under 11 USC § 1126(f). The ballot received from you does not constitute a Proof of Claim. If you are in any way uncertain whether or not your claim has been correctly scheduled, you should check the debtor's schedules which are on file in the office of the Clerk of the United States Bankruptcy Court, U.S. Courthouse, Pocatello, Idaho. Due to the business of the Clerk of the Bankruptcy Court, it is believed that this information will not be given by telephone.

Pursuant to Bankruptcy Code 11 USC §1129(b), the plan may be confirmed even it is not accepted by one or all of the impaired classes, provided the Bankruptcy Court does not discriminate unfairly and the plan is *fair and equitable* to such class or classes.

Accompanying this Disclosure Statement are copies of the following documents:

APPENDIX A: The Court's *Order Approving Disclosure Statement* pursuant to 11 USC §1125, and affixing the time for the filing of acceptances or rejections of the Plan of Reorganization and for a hearing on confirmation of the Plan of Reorganization;

APPENDIX B: The Plan of Reorganization;

APPENDIX C: The ballot form for acceptance or rejection of the Plan of Reorganization;

APPENDIX D: Debtor's list of secured and unsecured claims, including any disputed claims;

APPENDIX E: Debtor's Profit and Loss Statement from the date of filing, April 29, 2010 through January 31, 2011; and

APPENDIX F: Debtor's Income Projections for all business operations for the term of the Plan.

DEFINITIONS

Unless the context otherwise requires, the following terms, when used in this Plan of Reorganization and the Disclosure Statement shall have the following meanings:

1. ADMINISTRATIVE CLAIM: A cost or expense of administration of this Chapter 11 case, including any actual and necessary expense of preserving or liquidating the

estate, any actual and necessary expense of operating the business of the Debtor, and all allowances approved by the Court in accordance with the Bankruptcy Code.

2 ALLOWED CLAIM: "Allowed Claim" shall mean a Claim:

(i) in which a proof of Claim has been filed with the Court on or prior to the Bar Date, which claim has been determined by the Bankruptcy Court to be allowed by law; or

(ii) which is scheduled in the Debtor's schedules of assets and liabilities and statement of financial affairs filed with the Court pursuant to §521 of the Bankruptcy Code and which has not been listed (or is no longer listed on the Confirmation Date, if previously so listed) as disputed, contingent or unliquidated; or

(iii) in respect of which a proof of Claim has been filed with the Court pursuant to §502(h) or §502(i) of the Bankruptcy Code; and in any case as to which no objection to the allowance thereof has been interposed within any applicable period of limitation fixed by Bankruptcy Rule or an order of the Court, or as to which, if objections have been interposed, the Claim has been allowed by order of the Court.

3. ALLOWED INTEREST: "Allowed Interest" shall mean an interest in respect of which a proof of Interest has been filed with the Court on or prior to the Bar Date.

4. BANKRUPTCY CODE: "Bankruptcy Code" or "Code" shall mean the United States Bankruptcy Code, 11 U. S. C. §101 et seq. , and any amendments thereof.

5. CLAIM: "Claim" shall mean any right to payment or right to an equitable remedy against Debtor for breach of performance if such breach gives rise to a right to payment, whether or not such right to payment or right to an equitable remedy is reduced to judgment, or whether liquidated or unliquidated, fixed or contingent, matured or unmatured, disputed or undisputed, secured or unsecured.

6. CLASS: "Class" shall mean any class into which Claims or Interests are classified pursuant to the terms of the Plan.

7. CONFIRMATION DATE: The first business day occurring on or after the (14th) day after the Order of Confirmation is entered by the Court provided, however, that if a stay of the order confirming the Plan is in effect on such first business day, then the Confirmation Date shall be the first business day thereafter on which (i) no stay of the order confirming the Plan is in effect and (ii) the order confirming the Plan has not been vacated.

8. CONTESTED CLAIM: "Contested Claim" shall mean any Claim which is listed on the schedules filed by the Debtor as contingent, unliquidated or disputed or is, or becomes, the subject of an objection filed with the Court in accordance with the provisions of the Bankruptcy Code and which remains unresolved.

9. COURT: "Court" shall mean the United States Bankruptcy Court for the District of Idaho, presiding over the cases or, if necessary the United States District Court for said district having original jurisdiction over bankruptcy cases and the judges thereof.

10. EFFECTIVE DATE: The effective date of the Plan shall be the Confirmation Date as that term is defined above.

11. IN FULL: "In full" shall mean the amount owing as of the date of the filing of petition, the amount provided in a proof of claim owing as of the date of the filing of the petition, or the amount listed in the bankruptcy schedules filed with the Bankruptcy Court, whichever is less. "In full" shall further mean a payment without post-petition interest, unless specifically provided for hereinafter.

12. NET PROFIT: "Net Profit" shall mean the operating funds remaining to the Debtor after payment of all operating costs, taxes, capital improvements, plan payments to members of the secured and priority unsecured creditors classes as set forth herein, etc., during each Plan Year, as defined herein below, calculated annually.

13. PLAN YEAR: "Plan Year" shall be mean the year(s) immediately following the Effective Date. For example, Plan Year One shall be the 12 months immediately following the Effective Date, Plan Year Two shall be months 13 to 24 immediately following the Effective Date, and so on.

14. PERSON: "Person" shall mean an individual, corporation, partnership, joint venture, trust, estate, unincorporated organizations, or a government or any agency or political subdivision thereof.

15. REVENUE CODE: "Revenue Code" shall mean the Internal Revenue Code of 1954, as amended, 26 U.S.C. § 1 et seq.

PLAN PURPOSE

The general overall purpose or goal of Debtor's Plan of Reorganization is maximize the return to unsecured creditors funded through the orderly liquidation of the Debtor's real estate holdings and litigation vis-à-vis allegedly secured creditors, thereby allowing the Debtor to captivate the projected growth in the market over the term of the Plan. The Debtor believes that an immediate liquidation of the current real estate holdings would be counterproductive because it would yield the lowest possible price and detrimentally impact the overall net profit available

to satisfy existing claims. The Debtor proposes the use of its ongoing landscaping operations to fund the liquidation process over the term of the Plan.

GENERAL HISTORY OF THE DEBTOR

The Leed Corporation is an Idaho corporation in good standing. Incorporated in 1992, the corporation has been a real estate developer, including new construction and land development, as well as landscaping and related care and maintenance of existing real estate in southern Idaho, primarily based out of Shoshone, Idaho. During the winter months, the Debtor has also done landscaping in New Mexico. The Debtor has been involved in construction since 1991. The Debtor has built over fifty-five new residential homes and remodeled numerous homes in the Magic Valley and Shoshone areas, including the Desert Rose Estates, Riverview Estates and Old Shoshone Ranch Estates subdivisions. The Debtor formerly had limited farming operations; however, current farming operations consist of irrigation for pasture and current subdivision development. The Debtor currently has in excess of 400 landscaping customers throughout southern Idaho.

The corporate stock is owned by two shareholders namely Lon E. Montgomery and Joshua A. McCuiston, both of whom have filed personal bankruptcy petitions and their respective share hold interest being subject to their respective bankruptcy cases.

Their respective addresses are as follows:

Lon E. Montgomery
726 N. 350 E.
Shoshone, ID 83352

Joshua McCuiston
272 Primrose Way
Shoshone, ID 83352

In 1996 the Debtor filed a previous Chapter 11 petition; a Confirmed Plan of Reorganization was approved by the Court in 1997. That case arose due to events that followed the dissipation and failure of a family business. This family business, relying upon advice from legal counsel, funded a portion of its business ventures from investors. Ultimately this legal advice proved to be faulty. As a result, Lon Montgomery was prosecuted in 1997 by the Idaho Department of Finance for Securities Violations. In October 1997 Montgomery entered a plea agreement with the State of Idaho for one count of Racketeering for Securities Violations and received a reduced sentence. Lon Montgomery fulfilled the terms of his sentence and fully complied with the terms of his court ordered restitution. The Leed Corporation also successfully completed its previous chapter 11 plan.

The principal business of the corporation has been in the landscaping and real estate development for residential housing. In retrospective, the national real estate market in 2008 was experiencing a significant recession that negatively impacted the business. Additionally, in 2009 the Debtor was the victim of what the Debtor believes to be predatory lending. For instance, in 2009 the Debtor was unable to complete fifteen residential properties (the Old School Project) due to the conduct of CL&M and related entities and individuals. CL&M arranged and funded approximately 15 loans to Leed Corporation (the "Leed Loans"). CLM set up the following as the lenders on the Leed Loans: BFH 2009 Realty Trust, BZ 2009 Realty Trust, D&M 2009 Realty Trust, Greatland Project Development, Inc., JP 2009 Realty Trust, MGZ 2009 Realty Trust, MSCRN 2009 Realty Trust, RMBZ 2009 Realty Trust, SBSB 2009 Realty Trust, WHRS 2009 Realty Trust, Richard M. Frucci, Louis Gargasz, Richard N. Krauth, Equity Trust Co., Custodian FBO Bruce A. Quimby IRA, Spruce Mountain Associates, LLC, Equity Trust Co., Custodian FBO Raymond P. Kleopper II IRA, Pensco Trust Co., Custodian FBO David L.

DeVeber IRA, NTC and Company, FBO Robert T. Keating IRA, Equity Trust Co., Custodian FBO Andrea S. Quimby, and Equity Trust Co., Custodian FBO Bruce A. Quimby IRA (collectively, the “Purported Leed Lenders”). The Leed Loans were approximately 15 construction loans for the construction of houses on approximately 15 lots in a subdivision in Shoshone, Idaho. CL&M established a contract with each of the Purported Leed Lenders providing that CL&M was the mortgage servicer with the power to represent each Purported Leed Lender with respect to each Leed Loan. Although CL&M represented that it was only the mortgage servicer on the Leed Loans, CL&M was in reality the lender on the Leed Loans. The Purported Leed Lenders paid their funds to CL&M in advance of any of the Leed Loans being closed or funded. CL&M commingled all investor funds into one operating account (the “Commingled Account”). The limited funds in the Commingled Account were \$10 million to \$20 million less than would have been necessary to pay all of CL&M’s obligations related to all of its loans. When the Leed Loans closed, CL&M funded only closing costs and purported reserved interest. Then CL&M funded a portion of the Leed Loans over a period of months. As a result of the shortage of funds in the Commingled Account, the Leed Loans were actually funded with the funds of later investors in CL&M. CL&M used the funds of the Purported Leed Lenders to fund loans for earlier CL&M investors. In short, it appears that CL&M and related persons were operating a *Ponzi* scheme of which Leed was one of hundreds, if not thousands, of victims. The principals of CL&M have been prosecuted for their participation in this scheme; however, recovery of the 1.2 million owed to Leed is unlikely except as it relates to the liens related to the Old School Project as discussed further herein below. Each of the Leed Loans was in the face amount of \$180,000; there are 15 separate construction loan agreements, notes and mortgages. CL&M extended between approximately \$800,000 and \$1.3 million in credit to the

Leed Corporation, but did not extend the full amount called for under any of the 15 construction loan agreements. As a result of the failure of the Purported Leed Lenders to extend all of the funds required under the 15 construction loan agreements, the Debtor was not able to complete the homes in the Shoshone, Idaho subdivision. Construction draws were in the submission process to CL&M in the approximate amount of \$480,000.00 and when the requested funds were not received the immediate and devastating effect on the Debtor's ongoing operations ultimately led to the bankruptcy petition, notwithstanding the Debtor's efforts to obtain replacement financing.

In an effort to complete the Old School Project, Leed approached a number of hard money lenders, some of whom charged significant loan fees, but failed or refused to provide any financing despite representations to the contrary. Leed has attempted to pursue some of these purported lenders, but it appears the some of these persons can no longer be located. Leed expressly reserves all claims against lenders and creditors and corresponding the jurisdiction of the United States Bankruptcy Court for the District of Idaho, including, but not limited to the above referenced lenders associated with CL&M.

MARKET FACTORS SUPPORTING THE DEBTOR'S PLAN

Bedroom Community

Historical data for the Shoshone area indicates that Shoshone is classified as a bedroom community to the famous and world renowned Sun Valley Resort which is included in the top 10 Ski Resorts in the world, located in the prestigious Wood River Valley. This distinctive classification and proximity to Sun Valley supports the Debtor's opinion that real estate market values will improve over the term of the Plan. Values were once established from \$130 to \$180 a square foot for affordable housing in the Shoshone Area and those values were around half of

the cost of homes in the Wood River Region. It is viable and cost effective for worker-force commuters to live and buy homes in Shoshone and travel to the Wood River Region for employment. To date the Wood River Region remains a major employer for Shoshone area residents with approximately 40 percent of the workforce population is employed in that region. The Debtor believes the historical housing values will return in time when the economy for the Wood River Valley and surrounding area improves. Statistically resort towns have up and down economic cycles and always recover strongly, which in turn supports a viable Plan of Reorganization. The fact that Shoshone is a bedroom community allows the Shoshone area to use and verify those same growth statistics that are relative to other bedroom communities across the nation. Shoshone is located on the main corridor and cross roads that connect the Wood River Valley to Magic Valley. Traffic counts verify that 5,000 to 25,000 cars a day pass through Shoshone for workforce and tourism depending on the season.

These strong indicators for the Shoshone Area are based over the last ten years which is documented with historical facts in population growth statistics, tax basis, employment statistics, housing developments, and sales. It is imperative to see the historical impact of resort towns across the nation on bedroom communities that provide amenities such as affordable housing for resorts town workforce commuters. Workforce housing is a vital part of a bedroom community that provides housing for first time home buyers at values that are around half the cost of homes in comparison in the resort town area.

Transportation for the Shoshone area has major impacts on workforce commuters and substantial improvements have been implemented to accommodate the transportation needs for workforce commuters traveling to the Wood River Region. The Debtor believes that liquidation of the assets over the period of the plan will allow the Debtor to participate in obtaining a viable

percentage of the market share of real estate sales as the economy improves and employment increase in the Wood River Valley and surrounding areas.

Friedman Memorial Airport Relocation

The long awaited relocation of the Friedman Memorial Airport adds viability to the Debtor's Plan. According to the FAA, the relocation and the construction of the Friedman Memorial Airport is anticipated to take place over the next few years after the new site selection which should be announced this spring, with construction commencing after the Record of Decision Process is complete.

The impact of this 130 million dollar Regional Airport cannot be overstated and will play a major role in reviving the local economy. While the relocation process will greatly impact the market prices, even if the process is delayed the Debtor submits that the proposed liquidation of its real estate holdings under the Plan will allow the estate to maximize the market price and capitalize on the anticipated positive impact expected by the Airport Relocation.

Mr. Rick Baird, head of the Airport Authority, directed the Debtor to view www.flysvra.com to review and obtain pertinent information regarding the status of the airport relocation process and progress. The Debtor urges creditors to review the same website in conjunction with this Disclosure Statement.

BANKRUPTCY STATUS

The proponent filed its Voluntary Petition for relief under the Bankruptcy Code on April 29, 2010. A Meeting of Creditors pursuant to 11 U.S.C. § 341(a) was held on June 18, 2010. A Notice of Appointment of Unsecured Creditors' Committee was filed on July 7, 2010.

Since the date of the filing of the petition, the proponent has operated as Debtor-in-possession. When the Plan is confirmed, the proponent will continue to administer the estate in

compliance therewith, and the proponent will be re-vested with the remaining property subject to the conditions and requirements of the Plan.

MAJOR ASSET DISPOSITIONS

No major assets have been voluntarily disposed of by Debtor, except in the ordinary course of the Debtor's business or as authorized by the Court.

LEASEHOLD INTERESTS/EXECUTORY CONTRACTS

Debtor has no further prepetition leases to either accept or reject, other than those specifically provided in this section:

PARTY	PROPERTY	ASSUME/REJECT/MODIFICATIONS
Bob & Janine Hestor 104 Sunset Drive Shoshone, ID 83352	104 Sunset Drive, Shoshone, ID	Assume. Debtor is current with no defaults. Lease terminated post-petition pursuant to lease terms.
Bruce & Julie Frandsen 148 E. 450 N. Shoshone, ID 83352	148 E. 450 N., Shoshone, ID	Assume. Debtor is current with no defaults. Lease terminated post-petition pursuant to lease terms.
Craig Nubert 283 E. 520 N. Shoshone, ID 83352	283 E. 520 N., Shoshone, ID	Assume. Debtor is current with no default. Lease terminated post-petition pursuant to lease terms.
Edward E. Montgomery 701 Pine Buhl, ID 83316	4235 N. 1360 E., Buhl, ID	Assume. Debtor is current with no default.
Franklin Brady Angelina Frasier 319 N. Dorothy St. Shoshone, ID 83352	319 N. Dorothy St., Shoshone, ID	Assume. Debtor is current with no default. Lease terminated post-petition pursuant to lease terms.
Harley Sanders P.O. Box 37 Oakley, ID 83346	Phase 5, Riverview, 7th St., Shoshone, ID	Assume as modified herein. Specifically, the parties shall agree that this property shall be jointly owned with net profits associated with the property shared 70% to Mr. Sanders and 30% for the benefit of the bankruptcy estate. Costs and expenses associated with the property shall be split on the same percentage basis.
Lon & Rebecca Montgomery 726 N. 1360 E.	104 Sunset Dr., Shoshone, ID	Assume as modified herein. Specifically, the parties shall agree that this property shall be jointly owned with net profits associated with the property be

Shoshone, ID 83352		shared 60% to Mr. and Mrs. Montgomery and 40% for the benefit of the bankruptcy estate. Costs and expenses associated with the property shall be split on the same percentage basis.
Mike & Mandy Lee 208 W. B St. Shoshone, ID 83352	208 W. B St., Shoshone, ID	Assume. Debtor is current with no default. Lease terminated post-petition pursuant to lease terms.
Mitch Campbell P.O. Box 1785 Twin Falls, ID 83303	141 Syringa Loop, Shoshone, ID	This alleged lease is the subject of Adversary Proceeding 10-08086 JDP wherein the Debtor has asserted that this is in fact a disguised financing agreement that has not been properly perfected. To the extent the Court determines this to be a valid lease, the same is hereby rejected; to the extent the Debtor prevails in the adversary proceeding, the net litigation recovery would be available to prepay unsecured creditors under the Plan.
Montana & Heidi Lyon 4233 N. 1360 E. Buhl, ID 83316	4233 N. 1360 E., Buhl, ID	Assume. Debtor is current with no default. Lease terminated post-petition pursuant to lease terms.
Robert & Kathi Meyers c/o David A. Coleman, Esq. P.O. Box 525 Twin Falls, ID 83303-0525	525 N., 527 N., 531 N. Fir Street, Shoshone, ID 152 E., 182 E., 191 E. Syringa Loop, Shoshone, ID South Park Development Beverly Street, Shoshone, ID 201 E., 203 E., 205 E., 207 E., 301 E., 303 E. 6th Street, Shoshone, ID Lot 10/12, Block 2 Riverview Subdivision, Shoshone, ID 318 N. Date St., Shoshone, ID	This alleged lease is the subject of Adversary Proceeding 10-08086 JDP wherein the Debtor has asserted that this is in fact a disguised financing agreement that has not been properly perfected. To the extent the Court determines this to be a valid lease, the same is hereby rejected; to the extent the Debtor prevails in the adversary proceeding, the net litigation recovery would be available to prepay unsecured creditors under the Plan.
Robert Morrison 422 N. Date St. Shoshone, ID 83352	422 N. Date St., Shoshone, ID	Assume. Debtor is current with no default.
K.C. McBride 208 N. Greenwood Shoshone, ID 83352	204 N. and 208 N. Greenwood, Shoshone, ID	REJECT. Mr. McBride shall have 30 days from the Effective Date in which to file an unsecured claim for any alleged damages arising from this rejection. Failure to timely file an unsecured claim related to this rejection shall be waiver of any right to recover payment related to this rejection.
Thomas Cooper Sandra Crenshaw 4235 N. 1360 E. Buhl, ID 83316	4235 N. 1360 E., Buhl, ID	Assume. Debtor is current with no default.

Val Jensen 2802 W. 5000 S. Weston, ID 83286	120 Rainbow, Jerome, ID 522 5th Ave. E. Wendell, ID	REJECT. Mr. Jensen shall have 30 days from the Effective Date in which to file an unsecured claim for any alleged damages arising from this rejection. Failure to timely file an unsecured claim related to this rejection shall be waiver of any right to recover payment related to this rejection.
Avauntae Property Management	Property management agreement.	Terminated post-petition. REJECT to the extent not otherwise terminated. Please note that this agreement is the subject of Adversary Proceeding 10-08086 JDP. The validity and impact of this purported agreement remains to be determined in that adversary proceeding and the ultimate disposition of said adversary proceeding shall be, to the extent necessary, a modification of this portion of the Plan.
Robert & Kathi Meyers	Assignment of Rents, Profits and Lease or Purchase and Sale Agreements dated 11/24/2009	Please note that this agreement is the subject of Adversary Proceeding 10-08086 JDP. The validity and impact of this purported assignment remains to be determined in that adversary proceeding and the ultimate disposition of said adversary proceeding shall be, to the extent necessary, a modification of this portion of the Plan.
Robert & Kathi Meyers/Mitch Campbell	Employment Agreement	Please note that this agreement is the subject of Adversary Proceeding 10-08086 JDP. The validity and impact of this purported agreement remains to be determined in that adversary proceeding and the ultimate disposition of said adversary proceeding shall be, to the extent necessary, a modification of this portion of the Plan.
Sandra J. Huntley	102, 103, 107, 110, 111 Riverview Dr. Shoshone, Idaho	Assume as modified herein. Specifically, the parties shall agree that this property shall be jointly owned with net profits associated with the property be shared 50% to Mrs. Huntley and 50% for the benefit of the bankruptcy estate. Costs and expenses associated with the property shall be split on the same percentage basis. Several of these properties may have been foreclosed upon contrary to the dictates of section 362(a). Recovery of any damages, if any, for section 362(a) violations shall belong wholly to the estate.
Gerald Martens	251, 254, 255, 259, 262 Mariposa Way, Shoshone, ID 83352	REJECT; however the Debtor reserves all rights to assert claims for set offs against any claim asserted by Mr. Martens, as well as to assert any claim against Mr. Martens claims arising under the Bankruptcy Code or State law, if any.

Nathan D. Bachman	Old Shoshone Ranch agreements and related loan documents	REJECT, subject to the modifications and releases stated herein. Leed releases any and all claims or interest it might assert as a member of the Old Shoshone Ranch, LLC through its principal Lon Montgomery; in exchange Mr. Bachman and Old Shoshone Ranch, LLC shall release Leed and Mr. Montgomery from any and all liability arising from any and all claims, of any nature whatsoever, that have or might have been asserted against Leed or Mr. Montgomery. In consideration for this release the Debtor agrees that Mr. Bachman may file an unsecured claim in the amount of 600,000.
Lincoln County, Idaho	Development Agreement	Assume as modified herein. Notwithstanding the County's apparent violations of section 362(a), Leed agrees to waive such violations in exchange for the County's agreement to honor the existing Development Agreement for the term of the Plan and to honor related building permits for an additional 12 months subsequent to the Effective Date.
City of Shoshone	Development agreement, with associated permits.	Assume as modified herein. City hereby agrees to honor the existing Development Agreement and to honor related building permits for an additional 12 months subsequent to the Effective Date.
David Slusher	L&S Development Membership Agreement	Assume as modified herein. Upon the sale of Phase 5 of the Green Cut Subdivision the amount due and owing to the Estate of David Slusher shall be \$300,000.00; any future expenses, mortgage payments, etc. will be shared equally between the Debtor and the Estate of David Slusher, as will the profits, if any.
Green Cut HOA	Green Cut Subdivision CC&R's	Assume the CC&Rs that are in effect as of the Effective Date as modified herein. The Debtor will transfer and assign 22 shares of water to the HOA pursuant to the CC&Rs, within 90 days of the Effective date. This cures all defaults by the Debtor existing prior to confirmation.

To the extent that there are any prepetition leases/executory contracts that have not been accepted or rejected previously, such leases/executory contracts are hereby rejected.

The Debtor has entered into various leases post-petition in the ordinary course of business. While the Debtor believes it is not necessary to assume or reject these agreements, to the extent necessary the Debtor expressly assumes all such leases.

PENDING LEGAL PROCEEDINGS

State Court and Federal Court Actions (Including Bankruptcy Proceedings):

a. *Unlawful Detainer Actions:* Prepetition the Debtor, in the ordinary course of business, was the Plaintiff in a number of unlawful detainer actions (eviction matters) against miscellaneous tenants in various district courts of the state of Idaho. There are not any unlawful detainer actions currently being pursued by the Debtor.

b. *CL&M Involuntary Bankruptcy:* On November 20, 2009 involuntary petitions for relief, pursuant to Chapter 7 of the Bankruptcy Code, were filed against C L & M, Inc. and Financial Resources Mortgage, Inc. ("FRM") by three unsecured creditors with the assistance of the New Hampshire Attorney General's Office. The Bankruptcy Trustee, Steven M. Notinger, was appointed as chapter 7 trustee for the CL&M and FRM bankruptcy estates, and ultimately for approximately 100 related corporate and trust entities. FRM and CL&M operated a large fraudulent scheme that used a mortgage brokerage business to steal millions of dollars from investors. These bankruptcy cases are pending in the state of New Hampshire.

c. *Leed v. Meyers et al.:* On September 29, 2010 the Debtor filed an Adversary Complaint against Robert & Kathi Meyers, Mitchell R. & Laura Campbell, and affiliated entities on behalf of this bankruptcy estate asserting a number of lender liability, avoidance, consumer protection and various tort and statutory claims against these Defendants. The Debtor further asserts that these Defendants' overreaching and predatory lending practices were a contributing

factor to the bankruptcy filing. This adversary proceeding is pending before the United States Bankruptcy Court for the District of Idaho.

d. *Deere v. Leed et al.*: On or about October 13, 2010, Deere Credit filed an Adversary Complaint against Leed asserting that certain equipment was not property of this bankruptcy estate. Leed filed a counterclaim against Deere, as well as a third-party complaint against Gary L. Rainsdon, Trustee and Joshua A. McCuiston, asserting that Leed holds paramount title to the equipment. Leed has requested entry of default against Mr. Rainsdon and entered into a Stipulation with Deere (that is set for hearing after notice to creditors for Court approval of the propose compromise for February 23, 2011) setting forth a partial surrender of the equipment and corresponding plan treatment for the equipment Leed will retain under the Stipulation.

As set forth below, the Debtor believes claims objection may be necessary. Additionally, litigation may be undertaken to recover property of the Debtor or adjudicate claims of this Debtor.

Claims to be Contested: Some claims may later be contested which may increase the pro rata distribution to unsecured creditors. Those creditors whose claims are currently disputed are as follows:¹

<u>No.</u>	<u>Claimant</u>	<u>Amount</u>	<u>Basis for Objection</u>
1	DEERE	11,086.01	Claim has been withdrawn.
3	IDAHO TAX	11,630.59	§ 506 Valuation of collateral and lien perfection
9	VARGAS ROOFING	4,564.65	§ 506 Valuation of collateral and lien perfection, § 546(b) noncompliance, etc.
11	AGUNDEZ CONCRETE	15,065.17	§ 506 Valuation of collateral and lien perfection, § 546(b) noncompliance, etc.
12	FRANKLIN BUILDING	178,746.17	§ 506 Valuation of collateral and lien perfection, § 546(b) noncompliance, etc.
13	FARM BUREAU	20,177.93	Plan treatment stipulation.

¹ Debtor expressly reserves all rights to contest the validity of any claim, including those claims that may not be listed herein, as Debtor may deem advisable.

14	FARM BUREAU	42,700.38	Plan treatment stipulation.
15	FARM BUREAU	14,600.82	Plan treatment stipulation.
16	DEERE	28,752.66	§ 506 Valuation of collateral
19	21ST MORTGAGE	117,027.56	§ 506 Valuation of collateral and plan treatment stipulation (anticipated).
20	21ST MORTGAGE	124,145.24	§ 506 Valuation of collateral and plan treatment stipulation (anticipated).
22	SPRUCE MOUNTAIN	180,000.00	§ 506 Valuation of collateral, lien perfection, may be subject to set off for lender liability, subordination, etc.
23	WFDS	32,487.39	Plan treatment stipulation.
24	WFDS	36,598.65	Plan treatment stipulation.
26	WFDS	32,755.46	Plan treatment stipulation.
32	INTERNAL REVENUE SERVICE	73,468.46	§ 506 Valuation of collateral and lien perfection
33	IDAHO MUTUAL TRUST	204,594.65	Plan treatment stipulation.
37	TIMBERLINE EXT.	8,762.90	§ 506 Valuation of collateral and lien perfection
38	MITCH CAMPBELL	336,400.00	This claim is the subject of Adversary Proceeding 10-08086 JDP; a copy of the complaint is available upon request and discussed briefly herein above.
39	SHAUN MINER	18,300.00	§ 506 Valuation of collateral and lien perfection; Claimant appears to have attempted to perfect his security interest post-petition in violation of § 362(a).
41	JOHN DEERE LAND.	54,852.14	§ 506 Valuation of collateral and lien perfection
42	GMAC	123,980.67	§ 506 Valuation of collateral and lien perfection
43	WOODMASTER	42,309.10	§ 506 Valuation of collateral and lien perfection
44	GMAC	118,710.75	§ 506 Valuation of collateral and lien perfection
45	GMAC	128,252.00	§ 506 Valuation of collateral and lien perfection
48	QUALITY TRUSS	47,197.73	§ 506 Valuation of collateral and lien perfection
49	SECURITY FINANCIAL	173,304.25	§ 506 Valuation of collateral.
52	GMAC	173,687.48	§ 506 Valuation of collateral and lien perfection
61	RUSTY/ANN PARKER	122,806.01	§ 506 Valuation of collateral and lien perfection/avoidance.
62	GMAC	155,920.43	§ 506 Valuation of collateral and lien perfection
63	GMAC	283,412.95	§ 506 Valuation of collateral and lien perfection
64	GMAC	211,448.11	§ 506 Valuation of collateral and lien perfection
65	ALT. FUNDING	238,161.14	This claim is the subject of Adversary Proceeding 10-08086 JDP; a copy of the complaint is available upon request and discussed briefly herein above.
66	ROBERT/KATHI MEYERS	212,446.20	This claim is the subject of Adversary Proceeding 10-08086 JDP; a copy of the complaint is available upon request and discussed briefly herein above.
67	ROBERT/KATHI MEYERS	364,060.00	This claim is the subject of Adversary Proceeding 10-08086 JDP; a copy of the complaint is available upon request and discussed briefly herein above.
68	RUSTY/ANN PARKER	111,280.93	§ 506 Valuation of collateral and lien perfection/avoidance.
69	ROBERT/KATHI MEYERS	348,754.00	This claim is the subject of Adversary Proceeding 10-08086 JDP; a copy of the complaint is available upon request and discussed briefly herein above.

70	ROBERT/KATHI MEYERS	262,834.35	This claim is the subject of Adversary Proceeding 10-08086 JDP; a copy of the complaint is available upon request and discussed briefly herein above.
71	ROBERT/KATHI MEYERS	15,759.00	This claim is the subject of Adversary Proceeding 10-08086 JDP; a copy of the complaint is available upon request and discussed briefly herein above.
72	ROBERT/KATHI MEYERS	15,759.00	This claim is the subject of Adversary Proceeding 10-08086 JDP; a copy of the complaint is available upon request and discussed briefly herein above.
73	ROBERT/KATHI MEYERS	14,805.00	This claim is the subject of Adversary Proceeding 10-08086 JDP; a copy of the complaint is available upon request and discussed briefly herein above.
74	ROBERT/KATHI MEYERS	12,920.00	This claim is the subject of Adversary Proceeding 10-08086 JDP; a copy of the complaint is available upon request and discussed briefly herein above.
75	ROBERT/KATHI MEYERS	6,519.00	This claim is the subject of Adversary Proceeding 10-08086 JDP; a copy of the complaint is available upon request and discussed briefly herein above.
76	ROBERT/KATHI MEYERS	9,918.00	This claim is the subject of Adversary Proceeding 10-08086 JDP; a copy of the complaint is available upon request and discussed briefly herein above.
77	ROBERT/KATHI MEYERS	13,230.00	This claim is the subject of Adversary Proceeding 10-08086 JDP; a copy of the complaint is available upon request and discussed briefly herein above.
78	ROBERT/KATHI MEYERS	13,230.00	This claim is the subject of Adversary Proceeding 10-08086 JDP; a copy of the complaint is available upon request and discussed briefly herein above.
79	ROBERT/KATHI MEYERS	13,230.00	This claim is the subject of Adversary Proceeding 10-08086 JDP; a copy of the complaint is available upon request and discussed briefly herein above.
80	ROBERT/KATHI MEYERS	4,095.00	This claim is the subject of Adversary Proceeding 10-08086 JDP; a copy of the complaint is available upon request and discussed briefly herein above.
81	ROBERT/KATHI MEYERS	8,118.00	This claim is the subject of Adversary Proceeding 10-08086 JDP; a copy of the complaint is available upon request and discussed briefly herein above.
82	ROBERT/KATHI MEYERS	9,918.00	This claim is the subject of Adversary Proceeding 10-08086 JDP; a copy of the complaint is available upon request and discussed briefly herein above.
83	ROBERT/KATHI MEYERS	9,918.00	This claim is the subject of Adversary Proceeding 10-08086 JDP; a copy of the complaint is available upon request and discussed briefly herein above.
84	ROBERT/KATHI MEYERS	236,741.33	This claim is the subject of Adversary Proceeding 10-08086 JDP; a copy of the complaint is available upon request and discussed briefly herein above.
85	ROBERT/KATHI MEYERS	4,086.00	This claim is the subject of Adversary Proceeding 10-08086 JDP; a copy of the complaint is available upon request and discussed briefly herein above.
86	KENNY CARDONA	5,619.27	§ 506 Valuation of collateral and lien perfection
87	DAVID/MARTHA ORR	391,991.95	§ 506 Valuation of collateral and lien perfection; validity and effect of subordination agreement, late filed, etc.
88	LINCOLN COUNTY	47,537.27	Apparent violations of § 362(a), may be subject to set off.
89	IDAHO PIPE AND STEEL	1,123.19	Late filed.
D	127 MILL GREEN	44,741.88	§ 506 Valuation of collateral and lien perfection

D	BANK OF AM.	10,000.00	§ 506 Valuation of collateral and lien perfection
D	BANK OF AM.	87,903.53	§ 506 Valuation of collateral and lien perfection
D	BANK OF AM.	196,000.00	§ 506 Valuation of collateral and lien perfection
D	BANK OF AM.	66,309.24	§ 506 Valuation of collateral and lien perfection
D	EMC	46,227.74	§ 506 Valuation of collateral and lien perfection
D	MARTENS	310,000.00	§ 506 Valuation of collateral and lien perfection; may be subject to set off
D	VANDERBILT MORT.	49,368.83	§ 506 Valuation of collateral and lien perfection
F	FAST GLASS	243.60	May be subject to set off.
F	LEE'S AUTOMOTIVE	1,109.12	May be subject to set off.
F	TAX MANAGEMENT	2,000.00	Waived as a condition of post-petition employment.

The Debtor reserves all rights to contest any additional claims not listed above and to amend its schedules as the Debtor deems advisable.

Preferences, Fraudulent Conveyances, and Lien Avoidance: Adversary complaints may be filed by the Debtor-in-possession to avoid certain preferential and/or fraudulent transfers, as the Debtor-in-possession deems advisable. The Debtor reserves all rights of this estate under the Bankruptcy Code to contest the validity of liens, any and all pre-petition transfers, as well as post-petition transfers to the extent that such transfers were payments on an avoidable security interest under Article 9 of the Idaho Uniform Commercial Code or State law and such payments or transfers are avoidable under 11 U.S.C. chapter 5. The Debtor further reserves its rights under State law to contest pre- and post-petition actions. Recovery, if any, of such transfers shall be administered pursuant to the terms of the Plan upon confirmation.

THE DEBTOR IS AWARE THAT A NUMBER OF LIEN HOLDERS LISTED IN THE SCHEDULES AS DISPUTED, CONTINGENT OR UNLIQUIDATED FAILED TO FILE PROOFS OF CLAIM PRIOR TO THE BAR DATE. THE DEBTOR'S PLAN RESERVES ALL RIGHTS TO AVOID SUCH LIENS OR TO DETERMINE THAT SUCH LIENS ARE EFFECTIVELY VALUELESS UNDER SECTION 506, AS NEEDED TO ESTABLISH CLEAR TITLE TO ASSETS OF THIS BANKRUPTCY ESTATE. THE

PLAN RESERVES JURISDICTION TO THE UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF IDAHO TO ADDRESS THESE MATTERS.

CORPORATE ORGANIZATION

The Debtor is an Idaho Corporation in good standing. At the present time, the Debtor has only one class of Stock, common stock. It is a voting class. All shares of stock are owned by two (2) shareholders, namely Lon E. Montgomery and Joshua A. McCuiston. The shares of stock are recorded on the books of the company in the following amounts:

NAME OF SHAREHOLDER	PERCENTAGE
Lon E. Montgomery	90%
Joshua A. McCuiston	10%

The Plan contemplates restructuring of the corporate organization and the capital structure of the Debtor in compliance with 11 U.S.C. § 1129(b)(2)(B)(ii). **An effect of confirmation shall be to extinguish the equity interest of the prepetition shareholders and vest ownership of the Debtor in the post-petition/post-confirmation equity interest holders of class EI2:**

<u>Name of Post-petition Stockholder</u>	<u>Percentage</u>
Lon E. Montgomery	100%

See Article Four, Paragraph 4 of the Plan.

The proposed corporate organization post-confirmation, identifying officers and directors, is set out below:

<i>Name</i>	<i>Office Held</i>
Lon E. Montgomery	President
Sandra J. Huntley	Secretary
Lon E. Montgomery	Director
Debra J. Denny	Director

Sandra J. Huntley

Director

In exchange for the above described equity interests, said interest holders under the Plan have provided post-petition ongoing support and assistance to the Debtor to ensure successful ongoing business operations. It is the Debtor's considered opinion that absent the assistance, expertise, and support of these individuals the Debtor's reorganization effort would be severely hampered, with liquidation the probable result without such support.

BASIS OF VALUATION

The basis of the evaluation of property contained in the liquidation analysis, or best interest of creditors, test, was obtained from various sources, primarily the opinions of the officers.

IT SHOULD BE BORNE IN MIND THAT THE VALUES ESTABLISHED IN THIS ANALYSIS ARE ONLY THE BEST ESTIMATES OF THE DEBTOR. These values were arrived at by assuming that the entirety of the Debtor's assets would be liquidated and it is assumed that different values might be obtained in limited or spot sales of similar property over an extended period of time. It must be kept in mind that secured creditors will exert a major effort to reclaim their property at the earliest possible time to avoid their collateral being involved in the liquidation process. This sort of activity will reduce the liquidation value of the Debtor's estate.

LIQUIDATION ANALYSIS *"Best Interests of Creditors Test"*

Notwithstanding acceptance of the Plan by creditors, in order to confirm the Plan the Court must independently determine that the Plan is in the best interests of all classes of creditors and stockholders. The "best interest" test requires that the Court find that the Plan provides to each member of each impaired class of claims and interest a recovery which has a present value at least equal to the present value of a distribution which each such person would receive from the Debtors if the Debtors were liquidated under Chapter 7 of the Bankruptcy Code instead of being reorganized under Chapter 11 of the Bankruptcy Code.

To calculate what members of each impaired class of unsecured claims or interest would receive if the Debtors were liquidated, the Court must first determine the dollar amount that would be generated from the disposition or liquidation of the assets of the Debtors in excess of the amount necessary to pay allowed secured claims, plus the cash held by the Debtors, and plus recoveries on actions against third parties. The proceeds of this liquidation will then be reduced by the costs of the liquidation. Such a liquidation would probably take place in a Chapter 7 proceeding and such a proceeding would likely include the fees of a trustee as well as those of

counsel and other professionals that might be retained by such trustee, selling expenses (including costs of advertising and auctioneer's fees or brokerage commissions), unpaid expenses incurred by the Debtor during its reorganization proceedings under Chapter 11, and claims arising by rejection by the trustee of obligations incurred by the Debtor during the pendency of the Chapter 11 case.

The value of the distributions after liquidation, deduction of costs of liquidation, and in keeping with the analysis described above would then be compared by the Court with the present value being offered to each of the classes of unsecured claims and interests under the Plan. The Debtor also believes that secured and unsecured claims in a liquidation would be significantly greater than under the contemplated plan.

The proponent also believes that liquidation of the Debtor's estate would be a time consuming matter and might involve litigation between a Chapter 7 trustee and the various claimants to assets of the estate. It would not be unusual that no distribution to unsecured creditors in a Chapter 7 liquidation proceeding would be forthcoming for one or more years.

THE DEBTOR FIRMLY BELIEVES THAT THE PLAN IS IN THE BEST INTERESTS OF EACH CLASS OF CREDITORS AND THAT THE CREDITORS WILL RECEIVE A LARGER AND QUICKER DISTRIBUTION UNDER THIS PLAN OF REORGANIZATION THAN THEY WOULD IF THE DEBTOR'S ESTATE WERE LIQUIDATED.

The following pages set forth assets, liabilities and estimated expenses Debtor is using to calculate its liquidation analysis.

<i>TYPE OF ASSET</i>	<u>ASSETS</u>	<i>ESTIMATED VALUE</i>
Real Property Assets		0.00 ²
Cash on hand		3.96 ³
Cash on account		15,039.74 ⁴
Accounts Receivable		7,203.32 ⁵

² The Debtor asserts that there may be equity available, but only after lien avoidance actions have been addressed. To the extent secured interests in properties have been crammed down, the Debtor believes that such cram down amounts may not apply in a liquidation and thus no equity would be available in liquidation for unsecured creditors.

³ This number represents the cash on hand as of January 31, 2011.

⁴ This amount represents all of the Debtor's accounts as of January 31, 2011, as shown on the Debtor's Balance Sheet included in its January 2011 Monthly Operating Report (Docket No. 243). It also includes the amount held in trust by the Debtor's property management agent.

⁵ This amount represents all of the Debtor's current accounts receivable as of January 31, 2011, as shown on the Debtor's Balance Sheet included in its December 2010 Monthly Operating Report (Docket No. 243). No discount factor has been attributed.

Notes Receivable	93,661.90 ⁶
Machinery & Equipment	56,000.00 ⁷
Preferences, Fraudulent Conveyances, and Lien Avoidance, etc. (Litigation Recovery)	0.00 ⁸
Executory Contracts/Leases	0.00 ⁹
TOTAL:	\$171,908.92

<i>INDEBTEDNESS</i>		<i>LIABILITIES</i>	<i>AMOUNT OF DEBT</i>
ASSERTED SECURED CLAIMS:¹⁰			
3	IDAHO TAX		1,180.41
9	VARGAS ROOFING		4,564.65
11	AGUNDEZ CONCRETE		15,065.17
12	FRANKLIN BUILDING		178,746.17
13	FARM BUREAU		20,177.93
14	FARM BUREAU		42,700.38
15	FARM BUREAU		14,600.82
16	DEERE CREDIT		28,752.66
19	21ST MORTGAGE		117,027.56
20	21ST MORTGAGE		124,145.24
22	SPRUCE MOUNTAIN		180,000.00
23	WFDS		32,487.39
24	WFDS		36,598.65
26	WFDS		32,755.46
32	INTERNAL REVENUE SERVICE		28,805.28
33	IDAHO MUTUAL TRUST		204,594.65
37	TIMBERLINE EXT.		8,762.90

⁶ This amount represents notes that were previously secured by second lien hold positions in real property that apparently has been foreclosed upon in violation of 11 USC § 362. It also include notes listed in Schedule B, Attachment B.21. Collectability of the notes as unsecured obligations would, in the Debtor's opinion, be extremely difficult and uncertain. While these notes have a face value of approximately \$936,619.00 in the aggregate, the Debtor believes \$10% of face value is a reasonable estimate of the liquidation value after discounting for the factors set forth above.

⁷ The Debtor believes that the majority of the machinery and equipment are subject to valid liens, which have been addressed in adequate protection stipulations. The Debtor further believes that in a liquidation, there would be no equity above the amount stated and the amount owed to the secured creditors resulting from the liquidation of this machinery and equipment.

⁸ As set forth *supra*, the Debtor believes it may have claims under the Bankruptcy Code and Idaho Law; however such claims are as of yet undetermined, subject to litigation and such the amount listed here is zero.

⁹ The Debtor believes that the executory contracts and leases set forth *supra* retain significant value in a reorganization; however, the Debtor believes that such agreements retain little or no value in the event of a liquidation.

¹⁰ These amounts do not included stipulated reductions; the Debtor believes that such stipulations may retain no force in the event of a liquidation.

38	MITCH CAMPBELL	336,400.00
39	SHAUN MINER	16,000.00
41	JOHN DEERE LAND.	54,852.14
42	GMAC	123,980.67
43	WOODMASTER	20,000.00
44	GMAC	118,710.75
45	GMAC	128,252.00
46	TWIN FALLS CO.	9,153.46
48	QUALITY TRUSS	36,731.00
49	SECURITY FINANCIAL	173,304.25
52	GMAC	173,687.48
56	MONTROSE INVEST.	522,635.84
61	RUSTY/ANN PARKER	122,000.00
62	GMAC	155,920.43
63	GMAC	283,412.95
64	GMAC	211,448.11
65	ALT. FUNDING	130,000.00
66	ROBERT/KATHI MEYERS	114,330.00
67	MEYERS	305,102.87
68	RUSTY/ANN PARKER	106,000.00
69	ROBERT/KATHI MEYERS	260,000.00
70	ROBERT/KATHI MEYERS	197,000.00
84	ROBERT/KATHI MEYERS	130,000.00
86	KENNY CARDONA	5,619.27
87	DAVID/MARTHA ORR	391,991.95
88	LINCOLN COUNTY	47,537.27
D	127 MILL GREEN	44,741.88
D	BANK OF AM.	10,000.00
D	BANK OF AM.	87,903.53
D	BANK OF AM.	196,000.00
D	BANK OF AM.	66,309.24
D	ORRS	390,000.00
D	EMC	46,227.74
D	MARTENS	310,000.00
D	NEAL HOCKLANDER	56,000.00
D	VANDERBILT MORTGAGE	49,368.83

TOTAL SECURED CLAIMS: \$6,501,586.98

UNSECURED PRIORITY CLAIM

3	IDAHO TAX	8,305.77
32	INTERNAL REVENUE SERVICE	36,858.73
47	IDAHO LABOR	1,495.05
E	STATE OF NEW MEXICO	105.00

Unpaid Estimated Administrative Claims (Professionals) \$150,000.00¹¹

TOTAL PRIORITY \$196,764.55

¹¹ To the extent creditors object to confirmation of the proposed plan and/or additional litigation is required in order to liquidate assets of this estate, administrative expenses may exceed this estimate; to the extent a consensual Plan may be confirmed, this amount may be less than the stated estimate. Further, this estimate is extremely conservative given the amount of potential litigation arising out of the claims and lien avoidance issues, etc. associated with this case. The Plan provides that the net litigation recovery will be paid to general unsecured creditors. Any such professional fees are subject to Court approval prior to payment pursuant to 11 U.S.C. § 330 and § 503.

CLAIMS:

GENERAL UNSECURED CREDITORS	TOTAL GUS CLAIMS:	\$1,515,618.34¹²
	TOTAL CLAIMS:	\$8,213,969.87
	NET DIFFERENCE:	(8,002,060.95)

This Disclosure Statement shows that General Unsecured Creditors would not be paid in full, in the event of a Chapter 7 liquidation. The “Net Difference” represents the estimated value available to other claims of that Chapter 7 estate and to the Debtors-in-possession. The total amount of unsecured claims listed in Appendix “D” is **\$1,515,618.34**. Additionally, please note that *the “Net Difference” does not quantify the costs of liquidation of the estate by a Chapter 7 Trustee.*

The books and records of the proponents are largely in the possession of proponent. Attached hereto as Appendix “E” is a true and correct copy of the Debtor’s Profit and Loss Statement from the date of filing, April 29, 2010 through January 31, 2011.

CONFIRMATION OF THE PLAN

Voting Procedure: All creditors entitled to vote on the Plan may cast their votes for or against the Plan by completing, dating and signing the "Ballot for Accepting or Rejecting Plan of Reorganization" attached to this Disclosure Statement as Appendix C. The Ballot must be filed with the Bankruptcy Court and may be submitted personally or by mailing such Ballot to the U.S. Bankruptcy Court, 801 E. Sherman Street, Pocatello, ID 83201. In order to be counted all ballots must be filed or received by the Bankruptcy Court prior to 5:00 o'clock p.m. on the date specified in the order approving the Debtor’s Disclosure Statement.

¹² This amount is the total amount of general unsecured claims without taking into account the anticipated claim objections, or unsecured portions allowed pursuant to 11 U.S.C. § 506.

Persons Entitled to Vote on Plan: Only the votes of classes of creditors whose claims or interests are impaired by the Plan of Reorganization will be counted in connection with confirmation of the Plan of Reorganization. Generally, and subject to the specific provisions of §1124 of the Bankruptcy Code, this includes any creditor who, under the Plan, will receive less than payment in full in cash of the allowed amount of their respective claims on the effective date of the Plan. It appears to Debtor that, excepting classes PC1, PC3, PC5 and SC25, all claims/classes are impaired. *See Article Two* and *Article Three* of the Plan. In determining acceptance of the Plan, votes will be counted only if submitted by a creditor whose claim is scheduled by the Debtor as undisputed, non-contingent and liquidated, or who, prior to the hearing on confirmation, has filed with the Bankruptcy Court a Proof of Claim which has not been disallowed, disqualified, suspended or otherwise objected to prior to computation of the vote on the Plan. The ballot which accompanies this Disclosure Statement does not constitute a Proof of Claim. If you are uncertain whether your claim has been correctly scheduled, you should check the Debtor's schedules which are on file with, and may be inspected at, the U.S. Bankruptcy Court, 801 E. Sherman Street, Pocatello, ID 83201.

The Plan sets forth membership of the respective classes at Article One, pages 3 through 10 of the Plan. Treatment of the respective classes is set forth in Article Four, pages 10 through 36 of the Plan. **Please review the Plan carefully to determine how your claim is treated under the Plan.**

Acceptances May Not be Necessary to Confirm Plan: Under §1126 of the Bankruptcy Code an impaired class is deemed to have accepted the Plan if (1) at least 2/3 in amount and (2) more than 1/2 in number of the allowed claims or interests of class members who have voted on the Plan have voted to accept it. Further, unless there is unanimous acceptance of the Plan by an

impaired class, the Bankruptcy Court must also determine that under the Plan such class members will receive property of value, as of the effective date of the Plan, that is not less than the amount that such class member would receive or retain if the Debtor were liquidated under Chapter 7 of the Bankruptcy Code on the effective date of the Plan. Even if all classes of claims or interests accept the Plan, the Court may refuse to confirm the Plan. Section 1129 of the Bankruptcy Code sets forth the requirements for confirmation and there are other provisions therein which may affect confirmation exclusive of the votes of creditors.

Confirmation of Plan Without Acceptances: The Court may confirm a Plan even though less than all of the classes of claims or interests accepts the Plan. The circumstances under which the Court may confirm a Plan over the objection of a class of claims or interests are set forth in §1129(b) of the Bankruptcy Code. This section provides that the Court may confirm a Plan notwithstanding its rejection by one or more impaired classes if the Court finds that the Plan does not discriminate unfairly and is *fair and equitable* with respect to each impaired class which does not accept the Plan. With respect to classes of secured creditors, the *fair and equitable* test requires that a secured creditor (1) retain its lien and receive cash payments having a present value equal to its allowed secured claim, and (2) receive the proceeds of the sale of its collateral, or (3) realize the indubitable equivalent of its claim to the extent validly secured.

With respect to a class of unsecured claims, the *fair and equitable* test requires that if each creditor in such class does not receive property having a present value equal to the amount of such creditors allowed claim, no junior class can receive or retain any property. The proponent of the Plan will rely on the features of §1129(b) in the event there is a rejection of the Plan by a class of claims or interests. The invocation of the provision of §1129(b) is a legal

matter required to be heard by the Court at the confirmation hearing or at a hearing set by the Court.

Consequences of Confirming the Plan: Confirmation of the Plan will not discharge the Debtor from the debts provided in the plan; confirmation makes the Plan binding upon the Debtor, creditors and other parties in interest regardless of whether they have accepted or rejected the Plan. Confirmation of the Plan will, generally, provide for the distribution of value to the creditors as set forth in the Plan.

Risks Associated with Confirming the Plan: The Debtor has endeavored to accurately state the projected Net Profit based on the projections contained in Appendix “F”. Given the relatively recent upheaval in the national and local economy, projections are inherently difficult—particularly if based upon historical data. The projections contained in Appendix “F” are based primarily upon the Debtor’s historic performance as well as the Debtor’s performance projected for the term of the Plan, anticipating a 2% increase in operating expenses and a 3% increase in landscaping revenue. These projections are naturally conservative and assume that the Debtor’s performance will remain fairly constant with no significant decrease or increase. The real estate sales projections are based on the assumptions regarding the airport relocation discussed supra. Even assuming the airport relocation takes longer than the Debtor anticipates, the plan allows for the recapture of any appreciation in the market for the benefit of the unsecured creditors. This recapture is accomplished through the use of landscaping revenue to fund payments to secured creditors whose liens have been “crammed down” to the current fair market value. To the extent that negative, unforeseen circumstances may occur, the Debtor’s performance may be negatively impacted to the detriment of this estate and creditors thereof.

Assuming that the Debtor's projections prove to be accurate, the general, unsecured creditors comprising class UC2 under the Plan would receive a total *pro rata* distribution of **\$1,911,765.95** from revenues generated by the Debtor during the term of the Plan. The Plan further provides that class UC2 will receive the net benefit of the estate's litigation recoveries, if any, after payment of all associated attorney's fees and costs (as the Court may ultimately allow).

Hearing on Confirmation of the Plan: The Bankruptcy court has set a hearing date to determine whether the Plan has or will be accepted and whether the other requirements for confirmation of the Plan have been satisfied. A time for hearing for confirmation of the Plan has been established in Appendix "A" hereto and each creditor and shareholder should make note of that Notice of Hearing and determine whether or not they want to attend. Attendance is not mandatory to establish a claim. Also, as also set forth in Appendix "A", all ballots must be timely filed with the Bankruptcy Court as outlined in Appendix "A."

Retention of Jurisdiction: If the Plan is confirmed the Bankruptcy Court, it will retain jurisdiction, as more specifically set out in the Plan, to adjudicate the allowance of claims, the value of secured interests, the disposition of executory contracts or unexpired leases, the avoidance of liens or transfers, litigation concerning claims and property of the estate (including actions regarding title to property of the estate), rule on modifications of the Plan if any, and to issue such orders and judgments as may be necessary to implement the Plan and resolve disputes concerning the Plan.

TAX IMPLICATIONS

Debtor does not currently believe there will be any adverse tax consequences connected to confirmation of the Plan. Debtor is not familiar with any tax attributes held by its creditors and is advising creditors to consult with their own experts as to the tax implications, if any, of the Plan on those creditors.

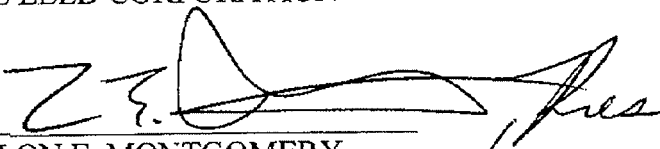
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BANKRUPTCY SCHEDULES

This Disclosure Statement is meant to disclose all of the assets and liabilities of the Debtor in summary fashion. To the extent it contradicts the bankruptcy schedules on file with the Bankruptcy Court the disclosures contained in this Disclosure Statement and Appendices control.

DATED: February 24, 2011

THE LEED CORPORATION

By: 
LON E. MONTGOMERY
President

UNITED STATES BANKRUPTCY COURT
DISTRICT OF IDAHO

In re:
LEED CORPORATION (THE),

Case No. 10-40743 JDP

Chapter 11

Debtor.

[PROPOSED] ORDER APPROVING DISCLOSURE STATEMENT AND FIXING TIME
FOR: (1) FILING ACCEPTANCES OR REJECTIONS OF PLAN, AND (2) HEARING ON
CONFIRMATION OF THE PLAN

A Disclosure Statement under Chapter 11 of the Bankruptcy Code having been filed by the Debtor on February 24, 2011, referring to a proposed Chapter 11 Plan of Reorganization (the “Plan”) filed by the Debtor on the same date; and

The Court finding, pursuant to 11 U.S.C. § 1125(b), that approval of the Disclosure Statement is appropriate, and finding that the Disclosure Statement contains adequate information, and other good cause appearing

IT IS ORDERED AND NOTICE IS HEREBY GIVEN THAT:

A. The Disclosure Statement filed by the Debtor dated February 24, 2011 is approved pursuant to 11 U.S.C. § 1125(b);

B. _____ is fixed as the last day for filing written acceptances or rejections of the Plan referred to above;

C. The hearing on confirmation of the Plan has been set before this Court, at the U.S. Courtroom, Federal Building, 801 E. Sherman Avenue, Pocatello, Idaho on _____, or as soon thereafter as counsel can be heard;

D. Within seven (7) days after entry of this Order, the Plan, a copy of this Order, the Disclosure Statement, and a Ballot conforming to Official Form 14 shall be mailed to creditors,

equity security holders, and other parties in interest, and shall be transmitted to the United States Trustee, as provided in Federal Rules of Bankruptcy Procedure 3017(d).

E. _____ is fixed as the last day for filing and serving written objections to confirmation of the Plan pursuant to Federal Rule of Bankruptcy Procedure 3020(b)(1).

F. Any objections must be filed with the United States Bankruptcy Court at 801 E. Sherman Avenue, Pocatello, Idaho and served on Debtor's counsel, Robert J. Maynes, Esq., P.O. Box 3005, Idaho Falls, Idaho 83403 and on the United States Trustee, 720 Park Boulevard, Suite 220, Boise, Idaho 83712.

//end of text//
Submitted by:
Robert J. Maynes
Debtor's Counsel

ROBERT J. MAYNES, ISB No. 6905

Attorney at Law

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Debtor's counsel

UNITED STATES BANKRUPTCY COURT

DISTRICT OF IDAHO

In re:

LEED CORPORATION (THE),

Debtor.

Case No. 10-40743 JDP

Chapter 11

**BALLOT FOR ACCEPTING OR
REJECTING PLAN**

☐ **Secured**

☐ **Unsecured**

☐ **Priority**

TO: _____
(Name of Creditor)

The plan referred to in this ballot can be confirmed by the Court and thereby made binding on you if it is accepted by the holders of two-thirds in amount and more than one-half in number of claims in each class and the holders of two-thirds in amount of equity security interest in each class voting on the plan. In the event the requisite acceptance are not obtained, the Court may nevertheless confirm the plan if the Court finds that the plan accords fair and equitable treatment to the class or classes rejecting it and otherwise satisfies the requirements of Section 1129(b) of the Code.

To have your vote count you must complete and return this ballot.

[If holder of a secured claim] The undersigned, a creditor of the above named Debtor in the unpaid principal amount of \$ _____, with a secured interest in _____ *[property of the Debtor in which security interest is claimed]*,

[If holder of a priority unsecured claim] The undersigned, a creditor of the above named Debtor in the unpaid principal amount of \$ _____, entitled to priority status pursuant to 11 U.S.C. _____ *[Bankruptcy Code section under which priority status is claimed]*, or

[If holder of general unsecured claim] The undersigned, a creditor of the above named Debtor in the unpaid principal amount of \$ _____,

Check one box: ☐ **Accepts** ☐ **Rejects**

the plan for the reorganization of the above named Debtor.

Print or type name of business: _____

Signed: _____

(If appropriate) By: _____

As: _____

Address: _____

THIS BALLOT MUST BE RETURNED TO THE BELOW ADDRESS, SO THAT IT IS RECEIVED ON OR BEFORE JUNE 11, 2010.

Case Administrator
U.S. Federal Bldg.
801 E. Sherman
Pocatello, ID 83201

UNITED STATES BANKRUPTCY COURT

DISTRICT OF IDAHO

In re:
LEED CORPORATION (THE),

Case No. 10-40743 JDP

Chapter 11

Debtor.

DEBTOR'S LIST OF CLAIMS¹³

<u>CLAIM NO.</u>	<u>CLAIMANT</u>	<u>SECURED</u>	<u>PRIORITY</u>	<u>UNSECURED</u>
1	DEERE	11,086.01		
2	COSHO HUMPHREY			51.10
3	IDAHO TAX	1,180.41	8,305.77	2,144.41
4	NAPA AUTO PARTS			989.65
5	ASH INTERNATIONAL			30,800.49
6	HARPER LEAVITT			14,633.21
7	JOHN LOTHSPREICH			36,949.09
8	BRENNEN CARPET			3,400.00
9	VARGAS ROOFING	4,564.65		
10	WELLS FARGO BANK			10,936.97
11	AGUNDEZ CONCRETE	15,065.17		
12	FRANKLIN BUILDING	178,746.17		
13	FARM BUREAU	20,177.93		
14	FARM BUREAU	42,700.38		
15	FARM BUREAU	14,600.82		
16	DEERE	28,752.66		
17	AAA RENTAL			4,739.63
18	FIA CARD SERVICES			18,574.83
19	21ST MORTGAGE	117,027.56		
20	21ST MORTGAGE	124,145.24		
21	NAMES & NUMBERS			445.11
22	SPRUCE MOUNTAIN	180,000.00		
23	WFDS	32,487.39		
24	WFDS	36,598.65		
25	CITY OF SHOSHONE			2,907.36

¹³ This list does not include those parties listed on Schedule G or the Equity Interest Holders of the Debtor. It also does not account for any anticipated objections to claims. It also does not account for stipulated reductions in secured claims.

26	WFDS	32,755.46		
27	MILLER CONCRETE			720.00
28	IDAHO MOUNTAIN EXPRESS			506.40
29	FRUIT TRACT WATER			678.91
30	IDAHO POWER			1,654.66
31	CAPITAL LAW GROUP			1,166.41
32	INTERNAL REVENUE SERVICE	28,805.28	36,858.73	7,804.45
33	IDAHO MUTUAL TRUST	204,594.65		
34	GLENDALE CONSTR.			35,005.67
35	SPRINKLER SHOP			107.83
36	SPRINT/NEXTEL			1,710.71
37	TIMBERLINE EXT.	8,762.90		
38	MITCH CAMPBELL	336,400.00		
39	SHAUN MINER	16,000.00		2,300.00
40	MERCHANTS CREDIT			1,677.22
41	JOHN DEERE LAND.			54,852.14
42	GMAC	123,980.67		
43	WOODMASTER	20,000.00		22,309.10
44	GMAC	118,710.75		
45	GMAC	128,252.00		
46	TWIN FALLS CO.	9,153.46		
47	IDAHO LABOR		1,495.05	234.12
48	QUALITY TRUSS	36,731.00		10,466.73
49	SECURITY FINANCIAL	173,304.25		
50	CITIBANK			40,702.91
51	CBP AFFILIATED			1,115.14
52	GMAC	173,687.48		
53	CJ HEATING/AC			31,184.50
54	GE MONEY			1,279.99
55	ZION'S			4,780.80
56	MONTROSE INVEST.	522,635.84		
57	ACTION PLUMBING			22,400.00
58	OLD HOME PLACE			7,356.18
59	PHILS ELECTRIC			43,959.27
60	HOTSHOT ELECTRIC			6,988.50
61	RUSTY/ANN PARKER	122,000.00		806.01
62	GMAC	155,920.43		
63	GMAC	283,412.95		
64	GMAC	211,448.11		
65	ALT. FUNDING	130,000.00		108,161.14

66	ROBERT/KATHI MEYERS	114,330.00	98,116.20
67	ROBERT/KATHI MEYERS	305,102.87	58,957.13
68	RUSTY/ANN PARKER	106,000.00	5,280.93
69	ROBERT/KATHI MEYERS	260,000.00	88,754.00
70	ROBERT/KATHI MEYERS	197,000.00	65,834.35
71	ROBERT/KATHI MEYERS		15,759.00
72	ROBERT/KATHI MEYERS		15,759.00
73	ROBERT/KATHI MEYERS		14,805.00
74	ROBERT/KATHI MEYERS		12,920.00
75	ROBERT/KATHI MEYERS		6,519.00
76	ROBERT/KATHI MEYERS		9,918.00
77	ROBERT/KATHI MEYERS		13,230.00
78	ROBERT/KATHI MEYERS		13,230.00
79	ROBERT/KATHI MEYERS		13,230.00
80	ROBERT/KATHI MEYERS		4,095.00
81	ROBERT/KATHI MEYERS		8,118.00
82	ROBERT/KATHI MEYERS		9,918.00
83	ROBERT/KATHI MEYERS		9,918.00
84	ROBERT/KATHI MEYERS	130,000.00	106,741.33
85	ROBERT/KATHI MEYERS		4,086.00
86	KENNY CARDONA	5,619.27	
87	DAVID/MARTHA ORR	391,991.95	
88	LINCOLN COUNTY	47,537.27	
89	IDAHO PIPE AND STEEL		1,123.19
D	127 MILL GREEN	44,741.88	
D	BANK OF AM.	10,000.00	
D	BANK OF AM.	87,903.53	
D	BANK OF AM.	196,000.00	
D	BANK OF AM.	66,309.24	
D	ORRS	390,000.00	
D	EMC	46,227.74	
D	MARTENS	310,000.00	
D	NEAL HOCKLANDER	56,000.00	
D	VANDERBILT MORT.	49,368.83	
E	STATE OF NEW MEXICO		105.00
F	A-CORE		325.00
F	ACTION PLUMBING		15,400.00
F	APPLIANCES ETC.		169.73
F	BIG WOOD CANAL		203.00
F	KJ SUPERSTORE		83.31

F	BOZZUTO'S FURNITURE	1,985.73
F	C&D HEATING	2,000.00
F	CABLE ONE	173.48
F	CENTRAL IDAHO C.	100,000.00
F	CESCO	888.06
F	CITY OF DIETRICH	32.18
F	CH'S HEATING	17,179.00
F	CLEAR CREEK DISP.	183.57
F	CONSTR. SEMINARS	106.06
F	CRAMER PUMP	300.00
F	DAVE SLUSHER	100,000.00
F	DEX	2,752.65
F	DISH NETWORK	68.70
F	FAST GLASS	243.60
F	FRUIT TRACT	678.91
F	GLENDALE CONST.	35,005.67
F	GRATZER H/C	165.00
F	HAILEY WHOLESALE	588.53
F	HARLEY SANDERS	25,000.00
F	HIATT TRUCKING	4,888.29
F	IDAHO MT. EXPRESS	506.40
F	IRWIN REALTY	12,000.00
F	KELLEY SOD	252.73
F	LTE	61.00
F	LAVA ROCK RENTALS	716.80
F	LEE'S AUTOMOTIVE	1,109.12
F	LOWE/GE MONEY BANK	11,684.60
F	MCI	161.74
F	MICROBE GUARD	3,271.20
F	MILLER CONCRETE	1,303.00
F	MR. STEAMS VALLEY	583.00
F	NAMES & NUMBERS	445.11
F	NAPA AUTO PARTS	989.65
F	NORTHVIEW SUBDIV.	813.00
F	OUTDOOR POWER	49.45
F	PARKER RANCH SUB	510.00
F	PETERSON BROS.	650.00
F	QWEST	1,389.86
F	RENTER CENTER	232.92
F	SPRINT	2,152.84

F	SUN VALLEY PROPERTIES	25,000.00
F	TAX MANAGEMENT	2,000.00
F	TAYLOR SEPTIC	550.00
F	SPRINKLER SHOP	107.83
F	TIMBERLINE TRASH	148.76
F	TIMES NEWS	58.94
F	TWIN FALLS CANAL	142.08
F	WEBB NURSERY	3,822.40
F	WESTERN COMMUNITY	8,996.22
F	WESTERN WASTE	275.29
F	WEX	12,492.28
F	WILSON BATES	1,247.84
F	WINDOR'S GREENHOUSE	661.04

<u>SECURED</u>	<u>PRIORITY</u>	<u>UNSECURED</u>
6,457,820.85	46,764.55	1,515,618.34

The Leed Corporation, Debtor-in-possession
Profit & Loss
 April 28, 2010 through January 31, 2011

	<u>Apr 28, '10 - Jan 31, 11</u>
Ordinary Income/Expense	
Income	
Interest Income	0.02
Refunds	2,216.00
Rental Income	94,409.78
Sales	
Sales-Sprinkler Jobs	79,410.74
Sales-Sprinkler Service	<u>123,174.69</u>
Total Sales	202,585.43
Sales-Jobs New Mexico	<u>3,270.98</u>
Total Income	302,482.21
Cost of Goods Sold	
Construction Materials Costs	975.37
Equipment Rental for Jobs	54.24
Job Materials-New Mexico	50.54
Job Materials-Sprinklers	47,975.33
Other Construction Costs	-13,145.50
Subcontractors Expense	40.00
Tools and Small Equipment	<u>495.21</u>
Total COGS	<u>36,445.19</u>
Gross Profit	266,037.02
Expense	
Advertising and Promotion	2,306.14
Auto and Truck Expenses	3,556.25
Bank Service Charges	821.45
Business Licenses and Permits	252.00
Computer and Internet Expenses	640.07
Dues and Subscriptions	360.00
Farm Expense	
Farm fuel	1,779.36
Grazing Fee & maintenance	<u>529.62</u>
Total Farm Expense	2,308.98

Farm Repairs	1,229.00
Financing fees	2,500.00
Fuel Expense	
Fuel-Idaho	25,660.78
Fuel Expense-New Mexico	<u>655.30</u>
Total Fuel Expense	26,316.08
Insurance Expense	
General Liability Insurance	<u>22,977.44</u>
Total Insurance Expense	22,977.44
Janitorial Expense	108.14
Leases-Property	7,823.66
Miscellaneous Expense	49.90
New Mexico Business Fees	478.00
Office Supplies	519.60
Payroll Expenses	2,295.00
Postage and Delivery	690.14
Professional Fees	
Legal Expense	24,289.99
Property Management	3,701.00
Trustee fees	<u>2,600.00</u>
Total Professional Fees	30,590.99
Rent Expense	
Rent Expense-Equipment	<u>451.27</u>
Total Rent Expense	451.27
Repairs and Maintenance	13,847.23
Salaries & Wages	91,580.00
Taxes - Property	1,046.51
Telephone Expense	5,632.34
Travel Expense	267.69
Travel Expense-New Mexico	78.71
Utilities	<u>314.74</u>
Total Expense	<u>219,041.33</u>
Net Ordinary Income	<u>46,995.69</u>
Net Income	<u><u>46,995.69</u></u>

APPENDIX “F”
(Debtor’s Income Projections--All Business Operations)

PLAN PROFORMA (CHAPTER 11 BUSINESS DEBTOR) In re: The Lead Corporation Case No. 10-40743 JDP													
Beginning Cash Balance	PY1.1	PY1.2	PY1.3	PY1.4	PY1.5	PY1.6	PY1.7	PY1.8	PY1.9	PY1.10	PY1.11	PY1.12	Total
CASH RECEIPTS	6,300.00	51,351.36	47,743.72	52,360.08	139,968.44	127,783.80	146,332.16	149,409.52	231,289.88	197,243.24	178,962.60	163,581.96	1,492,528.76
Gross Rental Income	26,700.00	28,100.00	30,400.00	32,261.00	32,261.00	32,261.00	32,261.00	32,261.00	31,100.00	30,100.00	31,000.00	31,800.00	370,805.00
Gross Landscaping Income	34,000.00	39,000.00	47,000.00	49,000.00	49,000.00	48,000.00	45,000.00	42,000.00	29,000.00	23,000.00	26,000.00	29,000.00	460,000.00
Sale of Assets	0.00	110,000.00	0.00	110,000.00	0.00	110,000.00	0.00	110,000.00	0.00	0.00	0.00	0.00	440,000.00
Post-Petition Borrowing	94,000.00	0.00	0.00	94,000.00	0.00	0.00	0.00	94,000.00	0.00	0.00	0.00	0.00	282,000.00
TOTAL CASH RECEIPTS	154,700.00	177,100.00	77,400.00	285,261.00	81,261.00	190,261.00	77,261.00	278,261.00	60,100.00	53,100.00	57,000.00	60,800.00	1,552,805.00
CASH DISBURSEMENTS													
Auto/Truck/Fuel Expenses	3,400.00	3,400.00	2,000.00	2,500.00	2,500.00	3,400.00	3,400.00	3,400.00	3,400.00	3,400.00	3,400.00	3,400.00	37,600.00
Insurance	2,666.67	2,666.67	2,666.67	2,666.67	2,666.67	2,666.67	2,666.67	2,666.67	2,666.67	2,666.67	2,666.67	2,666.67	32,000.04
Salaries/Wages	15,334.00	15,334.00	15,334.00	15,334.00	15,334.00	15,334.00	15,334.00	15,334.00	15,334.00	15,334.00	15,334.00	15,334.00	184,008.00
Payroll Taxes	200.00	200.00	200.00	200.00	200.00	200.00	200.00	200.00	200.00	200.00	200.00	200.00	2,400.00
Rent and Lease Payments (equipment)	4,450.00	4,450.00	4,450.00	4,450.00	4,450.00	4,450.00	4,450.00	4,450.00	4,450.00	4,450.00	4,450.00	4,450.00	53,400.00
Repairs and Maintenance	16,500.00	17,800.00	18,000.00	18,000.00	18,000.00	18,000.00	17,800.00	17,800.00	17,800.00	15,000.00	16,000.00	16,000.00	206,720.00
Supplies	1,000.00	1,100.00	1,100.00	1,100.00	1,100.00	1,100.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	12,300.00
Utilities	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	12,300.00
Other: Misc.	19,693.00	19,693.00	0.00	19,963.00	19,963.00	0.00	0.00	19,963.00	19,963.00	0.00	0.00	0.00	119,338.00
Other: Construction Costs	15,900.00	0.00	0.00	15,900.00	0.00	0.00	0.00	15,900.00	0.00	0.00	0.00	0.00	47,700.00
Other: Prepaid fees, points, interest	0.00	54,000.00	0.00	54,000.00	0.00	54,000.00	0.00	54,000.00	0.00	0.00	0.00	0.00	216,000.00
Other: Realtor commissions, Loan repayment, etc	6,000.00	6,000.00	6,000.00	6,000.00	6,000.00	6,000.00	6,000.00	6,000.00	6,000.00	6,000.00	6,000.00	6,000.00	72,000.00
Property taxes	300.00	300.00	300.00	300.00	300.00	300.00	300.00	300.00	300.00	300.00	300.00	300.00	3,600.00
License renewals and fee													
PLAN PAYMENTS													
PC1	975.00	0.00	0.00	975.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,950.00
PC2	4,000.00	4,000.00	4,000.00	4,000.00	4,000.00	4,000.00	4,000.00	4,000.00	4,000.00	4,000.00	4,000.00	4,000.00	48,000.00
PC3	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
PC4	912.45	912.45	912.45	912.45	912.45	912.45	912.45	912.45	912.45	912.45	912.45	912.45	10,949.40
PC5	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
SC1	273.78	273.78	273.78	273.78	273.78	273.78	273.78	273.78	273.78	273.78	273.78	273.78	3,285.36
SC2	208.34	208.34	208.34	208.34	208.34	208.34	208.34	208.34	208.34	208.34	208.34	208.34	2,500.08
SC3	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
SC4	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
SC5	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
SC6	317.63	317.63	317.63	317.63	317.63	317.63	317.63	317.63	317.63	317.63	317.63	317.63	3,811.56
SC7	204.87	204.87	204.87	204.87	204.87	204.87	204.87	204.87	204.87	204.87	204.87	204.87	2,458.44
SC8	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
SC9	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
SC10	500.00	500.00	500.00	500.00	500.00	500.00	500.00	500.00	500.00	500.00	500.00	500.00	6,000.00
SC11	814.24	814.24	814.24	814.24	814.24	814.24	814.24	814.24	814.24	814.24	814.24	814.24	9,770.88
SC12	410.84	410.84	410.84	410.84	410.84	410.84	410.84	410.84	410.84	410.84	410.84	410.84	4,930.08
SC13	410.84	410.84	410.84	410.84	410.84	410.84	410.84	410.84	410.84	410.84	410.84	410.84	4,930.08
SC14													0.00
SC15													0.00
SC16	7,356.20	7,356.20	7,356.20	7,356.20	7,356.20	7,356.20	7,356.20	7,356.20	7,356.20	7,356.20	7,356.20	7,356.20	88,274.40
SC17													0.00
SC18	3,395.92	3,395.92	3,395.92	3,395.92	3,395.92	3,395.92	3,395.92	3,395.92	3,395.92	3,395.92	3,395.92	3,395.92	40,751.04
SC19	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
SC20	0.00	10,000.00	0.00	10,000.00	0.00	10,000.00	0.00	10,000.00	0.00	0.00	0.00	0.00	40,000.00
SC21	201.60	201.60	201.60	201.60	201.60	201.60	201.60	201.60	201.60	201.60	201.60	201.60	2,419.20
SC22	1,051.47	1,051.47	1,051.47	1,051.47	1,051.47	1,051.47	1,051.47	1,051.47	1,051.47	1,051.47	1,051.47	1,051.47	12,617.64
SC23													0.00
SC24	834.64	834.64	834.64	834.64	834.64	834.64	834.64	834.64	834.64	834.64	834.64	834.64	10,015.68
SC25	672.00	672.00	672.00	672.00	672.00	672.00	672.00	672.00	672.00	672.00	672.00	672.00	8,064.00
SC26													0.00
SC27	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
SC28	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
SC29													0.00
SC30	0.00	23,334.00	0.00	23,334.00	0.00	23,334.00	0.00	23,334.00	0.00	0.00	0.00	0.00	93,336.00
SC31	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
SC32	365.15	365.15	365.15	365.15	365.15	365.15	365.15	365.15	365.15	365.15	365.15	365.15	4,381.80
UC1													0.00
UC2	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
El1	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
El2													0.00
TOTAL PAYMENTS/DISBURS.	109,448.64	180,907.64	72,783.64	197,652.64	93,443.64	171,714.64	74,183.64	196,380.64	94,146.64	71,380.64	72,380.64	136,381.30	922,758.04
NET CASH FLOW	45,251.36	-3,807.64	4,616.36	87,608.36	-12,182.64	18,546.36	3,077.36	81,880.36	-34,046.64	-18,280.64	-15,380.64	-75,581.30	81,700.60
Ending Cash Balance	51,551.36	47,743.72	52,360.08	139,968.44	127,783.80	146,332.16	149,409.52	231,289.88	197,243.24	178,962.60	163,581.96	88,000.66	1,574,229.42

PLAN PROFORMA (CHAPTER 11 BUSINESS DEBTOR) In re The Lead Corporation Case No. 10-40743 JDP												
Plan Year: Month	PY2.1	PY2.2	PY2.3	PY2.4	PY2.5	PY2.6	PY2.7	PY2.8	PY2.9	PY2.10	PY2.11	PY2.12
Beginning Cash Balance	88,000.66	216,238.01	190,901.35	296,673.70	391,088.88	380,138.05	424,057.23	474,686.41	477,225.38	504,844.93	465,088.28	450,056.96
CASH RECEIPTS												
Gross Rental Income	27,501.00	28,943.00	31,312.00	33,228.83	33,228.83	33,228.83	33,228.83	33,228.83	32,003.00	31,003.00	31,930.00	32,754.00
Gross Landscaping Income	35,020.00	40,170.00	48,410.00	50,470.00	49,440.00	49,440.00	46,350.00	43,260.00	29,870.00	23,690.00	26,780.00	29,870.00
Sale of Assets	220,000.00	0.00	110,000.00	110,000.00	110,000.00	110,000.00	110,000.00	110,000.00	0.00	0.00	0.00	197,500.00
Post-Petition Borrowing	100,000.00	0.00	0.00	100,000.00	0.00	0.00	0.00	0.00	100,000.00	0.00	0.00	300,000.00
TOTAL CASH RECEIPTS	382,521.00	69,113.00	189,722.00	293,698.83	83,698.83	192,668.83	189,578.83	76,488.83	161,903.00	54,693.00	58,710.00	2,012,920.15
CASH DISBURSEMENTS												
Auto/Truck/Fuel Expenses	3,468.00	3,468.00	3,468.00	3,468.00	3,468.00	3,468.00	3,468.00	3,468.00	3,468.00	3,468.00	3,468.00	41,616.00
Insurance	2,720.00	2,720.00	2,720.00	2,720.00	2,720.00	2,720.00	2,720.00	2,720.00	2,720.00	2,720.00	2,720.00	32,640.00
Payroll Expenses	15,640.68	15,640.68	15,640.68	15,640.68	15,640.68	15,640.68	15,640.68	15,640.68	15,640.68	15,640.68	15,640.68	187,885.16
Salaries/Wages	204.00	204.00	204.00	204.00	204.00	204.00	204.00	204.00	204.00	204.00	204.00	2,448.00
Payroll Taxes	4,539.00	4,539.00	4,539.00	4,539.00	4,539.00	4,539.00	4,539.00	4,539.00	4,539.00	4,539.00	4,539.00	54,468.00
Rent and Lease Payments (equipment)	16,830.00	16,830.00	16,830.00	16,830.00	16,830.00	16,830.00	16,830.00	16,830.00	16,830.00	16,830.00	16,830.00	201,960.00
Supplies	1,122.00	1,122.00	1,122.00	1,122.00	1,122.00	1,122.00	1,122.00	1,122.00	1,122.00	1,122.00	1,122.00	13,464.00
Utilities	1,020.00	1,020.00	1,020.00	1,020.00	1,020.00	1,020.00	1,020.00	1,020.00	1,020.00	1,020.00	1,020.00	12,240.00
Other Misc.	20,500.00	20,500.00	20,500.00	20,500.00	20,500.00	20,500.00	20,500.00	20,500.00	20,500.00	20,500.00	20,500.00	243,000.00
Other: Construction Costs	16,500.00	0.00	0.00	16,500.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	49,500.00
Other: Prepaid fees, points, interest	110,000.00	0.00	0.00	55,000.00	0.00	55,000.00	55,000.00	0.00	0.00	0.00	113,600.00	388,400.00
Other: Realitor commissions, Loan repayment, etc	6,120.00	6,120.00	6,120.00	6,120.00	6,120.00	6,120.00	6,120.00	6,120.00	6,120.00	6,120.00	6,120.00	73,440.00
Property taxes	306.00	306.00	306.00	306.00	306.00	306.00	306.00	306.00	306.00	306.00	306.00	3,672.00
License renewals and fee												
PLAN PAYMENTS												
PC1	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
PC2	4,000.00	4,000.00	4,000.00	4,000.00	4,000.00	4,000.00	4,000.00	4,000.00	4,000.00	4,000.00	4,000.00	48,000.00
PC3	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
PC4	912.45	912.45	912.45	912.45	912.45	912.45	912.45	912.45	912.45	912.45	912.45	10,949.40
PC5	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
SC1	273.38	273.38	273.38	273.38	273.38	273.38	273.38	273.38	273.38	273.38	273.38	3,280.56
SC2	208.34	208.34	208.34	208.34	208.34	208.34	208.34	208.34	208.34	208.34	208.34	2,499.48
SC3	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
SC4	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
SC5	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
SC6	317.63	317.63	317.63	317.63	317.63	317.63	317.63	317.63	317.63	317.63	317.63	3,811.56
SC7	204.87	204.87	204.87	204.87	204.87	204.87	204.87	204.87	204.87	204.87	204.87	2,458.44
SC8	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
SC9	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
SC10	550.00	550.00	550.00	550.00	550.00	550.00	550.00	550.00	550.00	550.00	550.00	6,600.00
SC11	814.24	814.24	814.24	814.24	814.24	814.24	814.24	814.24	814.24	814.24	814.24	9,770.88
SC12	410.84	410.84	410.84	410.84	410.84	410.84	410.84	410.84	410.84	410.84	410.84	4,930.08
SC13	410.84	410.84	410.84	410.84	410.84	410.84	410.84	410.84	410.84	410.84	410.84	4,930.08
SC14												
SC15	7,356.20	7,356.20	7,356.20	7,356.20	7,356.20	7,356.20	7,356.20	7,356.20	7,356.20	7,356.20	7,356.20	88,274.40
SC16												
SC17												
SC18	3,395.92	3,395.92	3,395.92	3,395.92	3,395.92	3,395.92	3,395.92	3,395.92	3,395.92	3,395.92	3,395.92	40,751.04
SC19	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
SC20	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	120,000.00
SC21	201.60	201.60	201.60	201.60	201.60	201.60	201.60	201.60	201.60	201.60	201.60	2,419.20
SC22	1,051.47	1,051.47	1,051.47	1,051.47	1,051.47	1,051.47	1,051.47	1,051.47	1,051.47	1,051.47	1,051.47	12,617.64
SC23												
SC24	834.64	834.64	834.64	834.64	834.64	834.64	834.64	834.64	834.64	834.64	834.64	10,015.68
SC25	672.00	672.00	672.00	672.00	672.00	672.00	672.00	672.00	672.00	672.00	672.00	8,064.00
SC26												
SC27												
SC28	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
SC29	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
SC30	23,334.00	23,334.00	23,334.00	23,334.00	23,334.00	23,334.00	23,334.00	23,334.00	23,334.00	23,334.00	23,334.00	280,008.00
SC31	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
SC32	365.15	365.15	365.15	365.15	365.15	365.15	365.15	365.15	365.15	365.15	365.15	4,381.80
UC1	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
UC2	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
UC3	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
EL1												
EL2												
TOTAL CASH DISBURSEMENTS	254,283.65	94,449.65	83,949.65	199,283.65	94,449.65	148,949.65	138,949.65	73,949.65	134,283.65	94,449.65	73,949.65	1,107,624.20
NET CASH FLOW	128,237.35	-25,336.65	105,772.35	94,415.18	-107,505.82	43,719.18	80,629.18	2,539.18	-39,756.65	-39,756.65	-15,031.31	-164,637.13
Ending Cash Balance	216,238.01	190,901.35	296,673.70	391,088.88	380,138.05	424,057.23	474,686.41	477,225.38	504,844.93	465,088.28	450,056.96	4,556,619.20

PLAN PROFORMA (CHAPTER 11 BUSINESS DEBTOR) In re The Used Corporation Case No. 10-40743 JDP													
Plan Year-Month	PY3.1	PY3.2	PY3.3	PY3.4	PY3.5	PY3.6	PY3.7	PY3.8	PY3.9	PY3.10	PY3.11	PY3.12	Total
Beginning Cash Balance	28541983	426331875	39217444	58245739	64335648	80871556	79353375	89660924	90062203	97535141	95705449	94269509	838534845
CASH RECEIPTS													
Gross Rental Income	28,326.03	29,811.29	32,251.36	34,225.69	34,225.69	34,225.69	34,225.69	34,225.69	32,993.99	31,933.09	32,887.90	33,736.62	393,068.75
Gross Landscaping Income	36,070.60	41,375.10	49,862.30	51,984.10	51,984.10	50,923.20	47,740.50	44,557.80	30,766.10	24,400.70	27,583.40	30,766.10	488,016.00
Sale of Assets	220,000.00	0.00	220,000.00	276,000.00	220,000.00	0.00	276,000.00	0.00	200,000.00	0.00	0.00	0.00	1,612,000.00
Post-Petition Borrowing	100,000.00	0.00	100,000.00	0.00	100,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	300,000.00
TOTAL CASH RECEIPTS	384,396.63	71,186.39	402,113.66	362,209.79	406,209.79	85,148.89	357,966.19	78,783.49	263,760.99	56,333.79	60,471.30	264,502.72	2,793,082.75
CASH DISBURSEMENTS													
Auto/Truck/Fuel Expenses	3,537.36	3,537.36	3,537.36	3,537.36	3,537.36	3,537.36	3,537.36	3,537.36	3,537.36	3,537.36	3,537.36	3,537.36	42,448.32
Insurance	2,774.40	2,774.40	2,774.40	2,774.40	2,774.40	2,774.40	2,774.40	2,774.40	2,774.40	2,774.40	2,774.40	2,774.40	33,292.84
Payroll Expenses	15,953.49	15,953.49	15,953.49	15,953.49	15,953.49	15,953.49	15,953.49	15,953.49	15,953.49	15,953.49	15,953.49	15,953.49	191,441.92
Salaries/Wages	208.08	208.08	208.08	208.08	208.08	208.08	208.08	208.08	208.08	208.08	208.08	208.08	2,496.96
Rent and Lease Payments (equipment)	4,629.78	4,629.78	4,629.78	4,629.78	4,629.78	4,629.78	4,629.78	4,629.78	4,629.78	4,629.78	4,629.78	4,629.78	55,557.56
Repairs and Maintenance	17,166.60	17,166.60	17,166.60	17,166.60	17,166.60	17,166.60	17,166.60	17,166.60	17,166.60	17,166.60	17,166.60	17,166.60	205,999.20
Supplies	1,144.44	1,144.44	1,144.44	1,144.44	1,144.44	1,144.44	1,144.44	1,144.44	1,144.44	1,144.44	1,144.44	1,144.44	13,733.28
Utilities	1,040.40	1,040.40	1,040.40	1,040.40	1,040.40	1,040.40	1,040.40	1,040.40	1,040.40	1,040.40	1,040.40	1,040.40	12,484.80
Other: Misc.	20,500.00	20,500.00	20,500.00	20,500.00	20,500.00	20,500.00	20,500.00	20,500.00	20,500.00	20,500.00	20,500.00	20,500.00	243,000.00
Other: Construction Costs	16,500.00	0.00	16,500.00	0.00	16,500.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	49,500.00
Other: Prepaid fees, points, interest	110,000.00	0.00	110,000.00	180,000.00	110,000.00	0.00	180,000.00	0.00	114,000.00	0.00	0.00	114,000.00	918,000.00
Other: Realtor commissions, Loan	6,242.40	6,242.40	6,242.40	6,242.40	6,242.40	6,242.40	6,242.40	6,242.40	6,242.40	6,242.40	6,242.40	6,242.40	74,908.80
Property taxes	312.12	312.12	312.12	312.12	312.12	312.12	312.12	312.12	312.12	312.12	312.12	312.12	3,745.44
License renewals and fee	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
PLAN PAYMENTS													
PC1	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
PC2	4,000.00	4,000.00	4,000.00	4,000.00	4,000.00	4,000.00	4,000.00	4,000.00	4,000.00	4,000.00	4,000.00	4,000.00	48,000.00
PC3	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
PC4	912.45	912.45	912.45	912.45	912.45	912.45	912.45	912.45	912.45	912.45	912.45	912.45	10,949.40
PC5	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
SC1	273.38	273.38	273.38	273.38	273.38	273.38	273.38	273.38	273.38	273.38	273.38	273.38	3,283.56
SC2	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
SC3	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
SC4	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
SC5	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
SC6	317.63	317.63	317.63	317.63	317.63	317.63	317.63	317.63	317.63	317.63	317.63	317.63	3,811.56
SC7	204.87	204.87	204.87	204.87	204.87	204.87	204.87	204.87	204.87	204.87	204.87	204.87	2,458.44
SC8	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
SC9	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
SC10	600.00	600.00	600.00	600.00	600.00	600.00	600.00	600.00	600.00	600.00	600.00	600.00	7,200.00
SC11	814.24	814.24	814.24	814.24	814.24	814.24	814.24	814.24	814.24	814.24	814.24	814.24	9,770.88
SC12	410.84	410.84	410.84	410.84	410.84	410.84	410.84	410.84	410.84	410.84	410.84	410.84	4,930.08
SC13	410.84	410.84	410.84	410.84	410.84	410.84	410.84	410.84	410.84	410.84	410.84	410.84	4,930.08
SC14	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
SC15	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
SC16	7,356.20	7,356.20	7,356.20	7,356.20	7,356.20	7,356.20	7,356.20	7,356.20	7,356.20	7,356.20	7,356.20	7,356.20	88,274.40
SC17	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
SC18	3,395.92	3,395.92	3,395.92	3,395.92	3,395.92	3,395.92	3,395.92	3,395.92	3,395.92	3,395.92	3,395.92	3,395.92	40,751.04
SC19	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
SC20	10,000.00	10,000.00	10,000.00	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00	45,000.00
SC21	201.60	201.60	201.60	201.60	201.60	201.60	201.60	201.60	201.60	201.60	201.60	201.60	2,419.20
SC22	1,051.47	1,051.47	1,051.47	1,051.47	1,051.47	1,051.47	1,051.47	1,051.47	1,051.47	1,051.47	1,051.47	1,051.47	12,617.64
SC23	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
SC24	834.64	834.64	834.64	834.64	834.64	834.64	834.64	834.64	834.64	834.64	834.64	834.64	10,015.68
SC25	672.00	672.00	672.00	672.00	672.00	672.00	672.00	672.00	672.00	672.00	672.00	672.00	8,064.00
SC26	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
SC27	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
SC28	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
SC29	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
SC30	11,667.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	11,667.00
SC31	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
SC32	365.15	365.15	365.15	365.15	365.15	365.15	365.15	365.15	365.15	365.15	365.15	365.15	4,381.80
UC1	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
UC2	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
EL1	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
EL2	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL CASH DISBURSEMENTS	243,497.71	105,330.71	231,830.71	280,330.71	241,830.71	100,330.71	254,830.71	74,830.71	188,830.71	74,830.71	74,830.71	662,014.26	1,647,954.68
NET CASH FLOW	140,898.92	-34,144.32	170,282.95	81,879.09	164,379.09	-15,181.81	103,135.49	3,952.79	74,929.38	-18,496.92	-14,359.41	-397,511.54	-289,763.72
Ending Cash Balance	426,318.75	392,174.44	562,457.39	644,336.48	808,715.56	793,533.75	896,609.24	900,622.03	975,351.41	957,054.49	942,695.09	838,534.84	8,845,312.17

PLAN PROFORMA (CHAPTER 11 BUSINESS DEBTOR) In re The Used Corporation Case No. 10-40743 JDP													
Plan Year-Month	PY4.1	PY4.2	PY4.3	PY4.4	PY4.5	PY4.6	PY4.7	PY4.8	PY4.9	PY4.10	PY4.11	PY4.12	Total
Beginning Cash Balance	543,183.55	602,487.19	599,918.28	675,470.46	744,812.66	829,883.86	887,833.34	968,233.63	1,034,926.74	1,096,574.74	1,140,144.66	1,121,539.21	10,246,708.33
CASH RECEIPTS													
Gross Rental Income	29,175.81	30,705.63	33,218.90	35,252.47	35,252.47	35,252.47	35,252.47	35,252.47	35,983.81	32,891.08	33,874.54	34,748.72	404,860.82
Gross Landscaping Income	\$ 37,152.72	\$ 42,616.35	\$ 51,358.17	\$ 53,543.62	\$ 53,543.62	\$ 53,543.62	\$ 49,172.72	\$ 45,894.53	\$ 31,689.08	\$ 25,132.72	\$ 28,410.90	\$ 31,689.08	\$ 502,654.42
Sale of Assets	210,000.00	0.00	210,000.00	220,000.00	215,000.00	225,000.00	215,000.00	225,000.00	215,000.00	225,000.00	0.00	0.00	2,175,000.00
Post-Petition Borrowing	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL CASH RECEIPTS	276,328.53	73,321.98	294,577.07	308,796.09	303,796.09	312,703.36	299,425.18	306,147.00	280,672.89	283,023.80	62,285.44	281,437.80	3,082,815.21
CASH DISBURSEMENTS													
Auto/Truck/Fuel Expenses	3,608.11	3,608.11	3,608.11	3,608.11	3,608.11	3,608.11	3,608.11	3,608.11	3,608.11	3,608.11	3,608.11	3,608.11	43,297.29
Insurance	2,829.89	2,829.89	2,829.89	2,829.89	2,829.89	2,829.89	2,829.89	2,829.89	2,829.89	2,829.89	2,829.89	2,829.89	33,958.70
Payroll Expenses	16,272.56	16,272.56	16,272.56	16,272.56	16,272.56	16,272.56	16,272.56	16,272.56	16,272.56	16,272.56	16,272.56	16,272.56	195,270.76
Salaries/Wages	212.24	212.24	212.24	212.24	212.24	212.24	212.24	212.24	212.24	212.24	212.24	212.24	2,546.90
Rent and Lease Payments (equipment)	4,722.38	4,722.38	4,722.38	4,722.38	4,722.38	4,722.38	4,722.38	4,722.38	4,722.38	4,722.38	4,722.38	4,722.38	56,668.51
Repairs and Maintenance	17,509.93	17,509.93	17,509.93	17,509.93	17,509.93	17,509.93	17,509.93	17,509.93	17,509.93	17,509.93	17,509.93	17,509.93	210,119.18
Supplies	1,167.33	1,167.33	1,167.33	1,167.33	1,167.33	1,167.33	1,167.33	1,167.33	1,167.33	1,167.33	1,167.33	1,167.33	14,007.95
Utilities	1,061.21	1,061.21	1,061.21	1,061.21	1,061.21	1,061.21	1,061.21	1,061.21	1,061.21	1,061.21	1,061.21	1,061.21	12,734.50
Other: Misc.	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Other: Construction Costs	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Other: Prepaid fees, points, interest	138,134.00	0.00	138,134.00	138,134.00	138,134.00	138,563.00	138,134.00	158,563.00	138,134.00	158,563.00	0.00	0.00	1,463,056.00
Other: Realtor commissions, Loan	6,367.25	6,367.25	6,367.25	6,367.25	6,367.25	6,367.25	6,367.25	6,367.25	6,367.25	6,367.25	6,367.25	6,367.25	76,406.98
Property taxes	318.36	318.36	318.36	318.36	318.36	318.36	318.36	318.36	318.36	318.36	318.36	318.36	3,820.35
License renewals and fees	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
PLAN PAYMENTS													
PC1	4,000.00	4,000.00	4,000.00	4,000.00	4,000.00	4,000.00	4,000.00	4,000.00	4,000.00	4,000.00	4,000.00	4,000.00	48,000.00
PC2	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
PC3	912.45	912.45	912.45	912.45	912.45	912.45	912.45	912.45	912.45	912.45	912.45	912.45	10,949.40
PC4	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
SC1	273.78	273.78	273.78	273.78	273.78	273.78	273.78	273.78	273.78	273.78	273.78	273.78	3,283.56
SC2	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
SC3	0.00	0.00	0.00	0.00	0.00	7,500.00	0.00	0.00	0.00	0.00	0.00	0.00	7,500.00
SC4	0.00	0.00	0.00	0.00	0.00	4,500.00	0.00	0.00	0.00	0.00	0.00	0.00	4,500.00
SC5	0.00	0.00	0.00	0.00	0.00	3,000.00	0.00	0.00	0.00	0.00	0.00	0.00	3,000.00
SC6	317.63	317.63	317.63	317.63	317.63	317.63	317.63	317.63	317.63	317.63	317.63	317.63	3,811.56
SC7	204.87	204.87	204.87	204.87	204.87	204.87	204.87	204.87	204.87	204.87	204.87	204.87	2,458.44
SC8	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
SC9	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
SC10	600.00	600.00	600.00	600.00	600.00	600.00	600.00	600.00	600.00	600.00	600.00	600.00	7,200.00
SC11	814.24	814.24	814.24	814.24	814.24	814.24	814.24	814.24	814.24	814.24	814.24	814.24	9,770.88
SC12	410.84	410.84	410.84	410.84	410.84	410.84	410.84	410.84	410.84	410.84	410.84	410.84	4,930.08
SC13	410.84	410.84	410.84	410.84	410.84	410.84	410.84	410.84	410.84	410.84	410.84	410.84	4,930.08
SC14	Paid under PC4												0.00
SC15	Paid under PC4												0.00
SC16	7,356.20	7,356.20	7,356.20	7,356.20	7,356.20	7,356.20	7,356.20	7,356.20	7,356.20	7,356.20	7,356.20	7,356.20	88,274.40
SC17	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
SC18	3,395.92	3,395.92	3,395.92	3,395.92	3,395.92	3,395.92	3,395.92	3,395.92	3,395.92	3,395.92	3,395.92	3,395.92	40,751.04
SC19	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
SC20	5,000.00	0.00	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00	60,000.00
SC21	201.60	201.60	201.60	201.60	201.60	201.60	201.60	201.60	201.60	201.60	201.60	201.60	2,419.20
SC22	1,051.47	1,051.47	1,051.47	1,051.47	1,051.47	1,051.47	1,051.47	1,051.47	1,051.47	1,051.47	1,051.47	1,051.47	12,617.64
SC23	No payments; net profits split upon the sale of property.												0.00
SC24	834.64	834.64	834.64	834.64	834.64	834.64	834.64	834.64	834.64	834.64	834.64	834.64	10,015.68
SC25	672.00	672.00	672.00	672.00	672.00	672.00	672.00	672.00	672.00	672.00	672.00	672.00	8,064.00
SC26	Paid upon sale of lots as set forth in the Plan.												0.00
SC27	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
SC28	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
SC29	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
SC30	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
SC31	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
SC32	365.15	365.15	365.15	365.15	365.15	365.15	365.15	365.15	365.15	365.15	365.15	365.15	4,381.80
UC1	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
UC2	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
EL1	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
EL2	No payments during the Plan.												0.00
TOTAL CASH DISBURSEMENTS	219,024.89	75,890.89	219,024.89	239,453.89	219,024.89	254,453.89	219,024.89	239,453.89	219,024.89	239,453.89	80,890.89	805,500.95	2,031,659.78
NET CASH FLOW	57,303.64	-2,568.91	75,552.18	69,342.20	84,771.20	58,249.47	80,400.29	66,693.11	61,648.00	43,560.92	-18,605.45	-524,063.15	\$2,292.51
Ending Cash Balance	602,487.19	599,918.28	675,470.46	744,812.66	829,883.86	887,833.34	968,233.63	1,034,926.74	1,096,574.74	1,140,144.66	1,121,539.21	1,121,539.21	10,299,000.84

[illegible]