

**UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF INDIANA
SOUTH BEND DIVISION**

IN RE:)	
)	Case No. 12-32540
MOSS FAMILY LIMITED)	
PARTNERSHIP and BEACHWALK, L.P.,)	Chapter 11
)	Jointly Administered
Debtors.)	

**SECOND INTERIM STIPULATION AND AGREED ORDER OF MOSS FAMILY
LIMITED PARTNERSHIP, BEACHWALK LIMITED PARTNERSHIP
AND FIFTH THIRD BANK AUTHORIZING USE OF CASH
COLLATERAL AND GRANTING ADEQUATE PROTECTION**

On July 18, 2012, Moss Family Limited Partnership ("Moss") filed its Emergency Motion for Use of Fifth Third Bank's Cash Collateral [Docket No. 11] (the "Cash Collateral Motion"). The Cash Collateral Motion sought the entry of an order granting authority to use Fifth Third Bank's Cash Collateral concerning the Debtors' real estate interests (the "Interim Order"). Debtors and Fifth Third Bank, an Ohio banking corporation, successor by merger with Fifth Third Bank, a Michigan banking corporation ("Bank") have agreed to an adequate protection agreement in lieu of, or to take the place of, the Interim Order (this "Stipulation and Order"). This first Stipulation and Agreed Order was entered on an interim basis on August 6, 2012. Debtors and the Bank stipulate and agree as follows:

1. On July 17, 2012 (the "Petition Date"), Moss filed a voluntary petition for relief under Chapter 11 of Title 11 of the United States Code, 11 U.S.C. § 101 *et seq.* (the "Bankruptcy Code"). On July 18, 2012, Beachwalk Limited Partnership ("Beachwalk"; and together with Moss, collectively, the "Debtors") filed a voluntary petition for relief under Chapter 11 of the

Bankruptcy Code. The Debtors continue in possession of their property and operate their businesses as debtors-in-possession pursuant to Sections 1107 and 1108 of the Bankruptcy Code.

2. This Court has jurisdiction over this Stipulation and Order pursuant to 28 U.S.C. §§ 157(b)(1) and 1334. Venue is proper in this district pursuant to 28 U.S.C. § 1408. This proceeding presents a core proceeding under 28 U.S.C. § 157(b)(2).

3. Notice of the Cash Collateral Motion has been given in accordance with Federal Rule of Bankruptcy Procedure 4001 and Northern District of Indiana Local Rule B-9013-2.

4. Debtors are indebted to Bank pursuant to and under (i) that certain Secured Term Note dated December 12, 2008 with Bank relating to a loan in the original principal amount of \$2,470,455.69 (together with all amendments thereto, allonges attached thereto, or restatements thereof, and as may be amended, modified and renewed from time to time, the "Term Note"); and (ii) that certain Non-Revolving Promissory Note in favor of Bank dated June 4, 2009 in the principal amount of \$300,000.00 (together with all amendments thereto, allonges attached thereto, or restatements thereof, and as may be amended, modified and renewed from time to time, the "Draw Note").

5. Debtors and Bank entered into that certain Forbearance and Reaffirmation Agreement, effective January 12, 2010 ("Forbearance Agreement"). Debtors and Bank entered into that certain Second Forbearance and Reaffirmation Agreement ("Second Forbearance Agreement") dated December 17, 2010 and effective July 12, 2010. Debtors and Bank entered into that certain Modification and First Amendment to Second Forbearance and Reaffirmation Agreement ("Modification") effective April 27, 2011.

6. Bank asserts, and Debtors agree, that Bank has a valid and enforceable first priority properly perfected and nonavoidable security interest in and lien on, *inter alia*, certain

real estate, fixtures and personal property relating to Debtors' Beachwalk Development project (collectively, the "Collateral") pursuant to and as more fully defined and described in (i) that certain Real Estate and Construction Mortgage dated December 12, 2008 ("Mortgage 1"); (ii) that certain Real Estate and Construction Mortgage dated June 4, 2009 ("Mortgage 2"); (iii) that certain Real Estate and Construction Mortgage dated December, 2010 ("Mortgage 3"); (iv) that certain Real Estate and Construction Mortgage dated December, 2010; and (v) that certain Real Estate and Construction Mortgage dated December, 2010 ("Mortgage 5" and together with Mortgage 1, Mortgage 2, Mortgage 3 and Mortgage 4, collectively, the "Mortgages"). The Term Note, Draw Note, Mortgages and all documents, instruments, and agreements delivered in connection with the foregoing, as amended, supplemented, renewed, or otherwise modified from time to time, collectively, the "Loan Documents".

7. Debtors' cash and cash equivalents that constitute proceeds of the sale, lease and/or rental of the Collateral on and after the Petition Date securing Debtors' obligations to Bank, among other things, constitute "cash collateral" (as that term is defined in § 363(a) of the Bankruptcy Code) (the "Cash Collateral"). The Bank asserts, and Debtors agree, that Bank has a valid and enforceable first priority properly perfected and nonavoidable security interest in and lien on the Cash Collateral.

8. The indebtedness owed to Bank by Debtors under the Loan Documents as of the Petition Date is approximately \$2,101,587.46 in principal, plus accrued interest, costs, fees, charges and expenses including, but not limited to, attorneys' fees, costs and expenses.

9. Debtors cannot operate their businesses or manage their property without maintaining their business operations, paying for necessary services, and satisfying their other working capital needs in the ordinary course of business.

10. Debtors must have immediate authority to use the Cash Collateral in order to continue their operations without interruption and allow them to achieve a successful reorganization.

11. Debtors will use the Cash Collateral for ordinary and necessary operating expenses including, without limitation, the reasonable and customary expenses normally identified on a HUD-1 Settlement Statement, payroll expenses, utility services, payroll taxes, insurance, supplies and equipment, vendor and supplier services, and other expenditures as are necessary for operating the Debtors' businesses, including the Beachwalk Development, and maintaining the Collateral consistent with and as set forth in the budget from the Petition Date through December 31, 2012 (the "Budget") attached hereto as Exhibit A. Subject to inclusion in the Budget and Bank's ability to object as part of these bankruptcy proceedings, Debtors may also use the Cash Collateral for Debtors' counsel and accountant fees and U.S. Trustee fees.

12. Debtors have offered Bank the following as adequate protection (collectively the "Adequate Protection Provisions") for use of the Cash Collateral:

- a. Debtors agree to pay to Bank interest payments based upon 250 points over the 30-day LIBOR rate;
- b. Debtors agree to maintain insurance on the Collateral, which insurance is acceptable to the Bank;
- c. Debtors will use the Cash Collateral pursuant to and in compliance with the Budget for the operation, maintenance and upkeep of the Collateral and for expenses incurred in the ordinary course of business; using the Cash Collateral for the operation, maintenance and upkeep of the

Beachwalk Development in the ordinary course of business will protect the interests of Bank in the Collateral:

- d. In addition to the reports prepared and distributed to Bank prior to the Petition Date, commencing on the first day of the month after Court approval of this Stipulation and Order, while Debtors are authorized to use the Cash Collateral, Debtors shall provide Bank a monthly operating report, as agreed to by Debtors and Bank or as ordered by the Court, which shall include an actual cash statement of amounts spent in the previous month and a comparison of amounts spent to the Budget:
- e. Debtors shall within two (2) business days of the occurrence of the same, promptly give Bank notice of the occurrence of any event or any matter which has resulted or will result in a material adverse change in the business, assets, operations or financial condition of Debtors:
- f. To the extent that any of the Beachwalk Development lots and/or Collateral is/are sold with the approval of this Court and the Bank, Debtors shall immediately pay the net sale proceeds (which is the gross sale price less customary broker commissions and closing costs) ("Net Sale Proceeds") to Bank to be applied against the indebtedness owed to Bank by Debtors as provided under the Loan Documents, and Bank's approval (in Bank's sole and absolute discretion) of the HUD-1 Settlement Statement is required for any such sale to close, unless otherwise ordered by the Court:

- g. Debtors shall permit Bank or its agents full and free access to the Collateral, Beachwalk Development, and to the Debtors' books, records and place(s) of business concerning the Collateral and the Beachwalk Development:
- h. On or before December 1, 2012, Debtors shall submit a budget for the Beachwalk Development from January 1, 2013 through December 31, 2013, and Debtors shall submit such a budget on or before December 1st of each year for the following calendar year so long as the Debtors remain in bankruptcy, which budget shall either be (i) acceptable to Bank, as confirmed in writing (which may be via e-mail) or (ii) approved by the Court:
- i. The Debtors grant Bank a first post-petition replacement lien in all assets of the Debtors to the same extent as Bank's valid, properly perfected and nonavoidable liens in the Debtors' pre-petition property, excluding bankruptcy causes of action, to the extent necessary to secure Bank for any diminution in value of the Cash Collateral securing Bank's pre-petition obligations that occurs during the period of cash use and Bank is granted a super-priority administrative expense for any amounts allowed pursuant to this Stipulation and Order pursuant to 11 U.S.C. § 503; and
- j. Pursuant to 11 U.S.C. § 552(b), Debtors agree that Bank's pre-petition liens on the Collateral continue post-petition as first priority, properly perfected post-petition nonavoidable liens on and attach to the Collateral

and any proceeds, products or profits from the Collateral including, but not limited to, the sale or other disposition of the Collateral.

13. Debtors' use of the Cash Collateral pursuant to the terms and conditions set forth herein is in the best interests of Debtors, their estates, and their creditors in that it allows Debtors to maintain their businesses and avoids serious irreparable harm to the estates and Debtors' creditors.

14. Any committee(s) appointed in this bankruptcy case must contest the validity, enforceability, priority and perfection of the Bank's security interests and liens by filing an adversary proceeding contesting such on or before the sixtieth (60th) day from the committee's appointment.

15. The Cash Collateral Motion complies with Federal Rule of Bankruptcy Procedure 4001.

16. The Debtors' anticipate entering into similar stipulations with other lenders concerning the Debtors' assets that are not part of the Collateral. The Debtors shall not grant greater adequate protection than the Adequate Protection Provisions herein to any other lender(s).

Based upon the foregoing stipulations and agreements of Debtors and the Bank and the representations of counsel made at the hearing on the Cash Collateral Motion, and good and sufficient cause appearing therefor, the Court hereby approves the Stipulation and Order and the Adequate Protection Provisions. Accordingly.

IT IS HEREBY ORDERED THAT:

A. The foregoing stipulation of Debtors and Bank is hereby incorporated into this Stipulation and Order as if set forth in full herein.

B. The relief provided for in this Stipulation and Order is in lieu of, and takes the place of, the Interim Order.

C. Debtors are authorized to use the Cash Collateral, subject to the terms and conditions set forth in this Stipulation and Order.

D. Bank shall be and is entitled to the Adequate Protection Provisions as adequate protection for Debtors' use of the Cash Collateral.

E. Debtors shall pay when due all taxes, insurance, assessments and governmental and other charges accrued post-petition, including any and all federal and state withholding taxes, and all property taxes related to the Collateral, and shall provide to Bank, on request, copies of depository receipts or other satisfactory evidence of the same.

F. Any title insurers insuring title to the sale of any of the Collateral are authorized to directly pay to Bank the Net Sale Proceeds.

G. An Event of Default for purposes of this Stipulation and Order shall include, but not be limited to: (i) failure of Debtors to comply with any of the Adequate Protection Provisions, reporting or other obligations set forth herein, (ii) the Debtors consent to, agree to, advance, support, fail to object to, or take any action to seek approval of the granting of greater adequate protection than the Adequate Protection Provisions herein to any other lender(s); provided, however, that (a) the Debtors will not be in default if notwithstanding the Debtors' objection, the Court orders such requested adequate protection and (b) the Debtors will not be in default if the Debtors obtain Court approval of, implement and comply with an increase in

adequate protection to Bank to match the increased adequate protection to any other lender(s), or (iii) failure by Debtors to comply with any of the terms of this Stipulation and Order.

H. Unless extended by the Court upon the written agreement of Bank, Debtors, and any committee(s) appointed in this bankruptcy case, this Stipulation and Order and Debtors' authorization to use Cash Collateral pursuant to this Stipulation and Order will immediately terminate on the earlier of (i) December 31, 2012, (ii) confirmation of a plan of reorganization or liquidation, (iii) conversion of this case to a case under Chapter 7 of the Bankruptcy Code, and (iv) the date on which Bank provides, via facsimile and electronic mail, written notice to Debtors' counsel of the occurrence of an Event of Default (as defined above) and the expiration of a three (3) business day cure period (the "Termination Date"). Before the Termination Date, Bank and Debtors shall be entitled to apply to this Court for all appropriate relief, upon such notice as may be appropriate under the circumstances; provided, however, that: (i) the obligations of Debtors and the rights of Bank with respect to all transactions which have occurred prior to the Termination Date shall remain unimpaired and unaffected, and (ii) Bank and Debtors shall retain all of their respective rights and remedies under the Bankruptcy Code including, without limitation, Debtors' right to request the continued use of Cash Collateral, and the right of Bank to oppose Debtors' further use of Cash Collateral, Bank's right to seek additional adequate protection, and Bank's rights to move for dismissal or relief from the automatic stay or seek the appointment of a trustee.

I. In addition to other rights and remedies provided to Bank pursuant to this Stipulation and Order and the Loan Documents, upon the occurrence of an Event of Default (as defined above) and the filing in this Court of an affidavit by a duly authorized representative of Bank specifying the nature of such Event of Default, and request by Bank for relief under the

terms hereof, Bank shall be entitled to an expedited hearing before this Court seeking the termination of the automatic stay under 11 U.S.C. § 362(a) with respect to Bank as to the Collateral including, but not limited to, the Cash Collateral and all other relief available under bankruptcy and other applicable law.

J. Except as modified herein and subject to the other provisions of this Stipulation and Order and the Bankruptcy Code, the Loan Documents, and the terms and provisions thereof, are valid and enforceable and shall remain in full force and effect.

K. No order shall be entered in this case authorizing the estate to incur debt secured by a lien on and against the Collateral which is equal to or superior to Bank's pre-petition liens or any additional liens granted by this Stipulation and Order, without Debtors obtaining Bank's consent to same, or a Court order authorizing such debt and lien(s).

L. This Stipulation and Order shall not constitute a waiver by Bank of any of its rights under the Loan Documents, the Bankruptcy Code or other applicable law, including, without limitation: (i) its right to assert that, notwithstanding the terms and provisions of this Order, any of its interests in the Collateral including, but not limited to, the Cash Collateral, lack adequate protection within the meaning of 11 U.S.C. §§ 362(d) or 363(e); or (ii) its right to assert any claim(s). Bank's failure, at any time or times hereafter, to require strict performance by Debtors of any provision of this Stipulation and Order shall not waive, affect or diminish any right of Bank thereafter to demand strict compliance and performance therewith. No delay on the part of Bank in the exercise of any right or remedy under this Stipulation and Order shall preclude any other or further exercise of any such right or remedy or the exercise of any other right or remedy. None of the rights or remedies of Bank under this Stipulation and Order shall be deemed to have been suspended or waived by Bank unless such suspension or waiver is in

writing, signed by a duly authorized officer or agent of Bank, and directed to Debtors specifying such suspension or waiver.

M. This Stipulation and Order shall not constitute a waiver by Debtors of any of their rights under the Loan Documents, the Bankruptcy Code, or other applicable law, including without limitation: (i) their right to assert that, notwithstanding the terms of this Stipulation and Order, the Bank's interest in the Collateral is adequately protected under 11 U.S.C. §§ 362 or 363; or (ii) their right to assert a claim for breach of this Stipulation and Order.

N. By taking any actions pursuant to this Stipulation and Order and approving the Budget, Bank shall not: (i) be deemed to be in control of the operations of the Debtors or their estates, or (ii) be deemed to be acting as a "responsible person" with respect to the operation or management of the Debtors or their estates.

O. If this Stipulation and Order never becomes a final and nonappealable order, if this Stipulation and Order is terminated for any reason, or if any or all of the provisions of this Stipulation and Order are hereafter modified, vacated or stayed by subsequent order of this Court or any other court, such termination or subsequent order shall not affect the priority, validity, enforceability or effectiveness of any lien, security interest, priority, or other benefit authorized hereby with respect to the Collateral including, but not limited to, the Cash Collateral used prior to the effective date of such subsequent order (and all such liens, security interests, priorities and other benefits shall be governed in all respects by the original provisions of this Stipulation and Order).

P. This Stipulation and Order shall be and remain in full force and effect notwithstanding conversion of this bankruptcy case or entry of an order appointing a trustee. Without limiting the generality of the foregoing, the liens and security interests granted to Bank

shall survive expiration of this Stipulation and Order. Furthermore, the terms and provisions of this Stipulation and Order shall be binding upon and inure to the benefit of Bank, the Debtors, their estates, and their respective successors and assigns including, without limitation, any other fiduciary who hereafter succeeds to Debtors' estates in these bankruptcy cases.

Q. The authority to use the Cash Collateral granted to Debtors by this Stipulation and Order shall expire on the Termination Date, unless otherwise ordered by this Court.

R. Notice of the entry of this Stipulation and Order shall be given by the Debtors to the parties upon whom service is required by Federal Rules of Bankruptcy Procedure 2002 and 4001.

S. This Court has and will retain jurisdiction to enforce this Stipulation and Order according to its terms.

T. This Stipulation and Order shall be sufficient and conclusive evidence of the validity, enforceability, perfection and priority of Bank's liens and the liens granted herein, without the necessity of filing or recording any financing statement or other instrument or document which may otherwise be required under the law of any jurisdiction or the taking of any action (including, for the avoidance of doubt, entering into any deposit account control agreement) to validate or perfect the liens granted in this Stipulation and Order.

U. In no event shall any part of the Cash Collateral be used to challenge the amount, validity, perfection, priority or enforceability of, or assert any defense, counterclaim or offset with respect to the indebtedness owed to Bank, the Loan Documents or the Bank's security interests and liens.

V. Bank is granted a first post-petition replacement lien in all assets of the Debtors to the same extent as Bank's valid, properly perfected and nonavoidable liens in the Debtors' pre-

petition property, excluding bankruptcy causes of action, to the extent necessary to secure Bank for any diminution in value of the Cash Collateral securing Bank's pre-petition obligations that occurs during the period of cash use; and Bank is granted a super-priority administrative expense for any amounts allowed pursuant to this Stipulation and Order pursuant to 11 U.S.C. § 503.

W. Pursuant to 11 U.S.C. § 552(b), Bank's pre-petition liens on the Collateral continue post-petition as first priority, properly perfected nonavoidable post-petition liens on and attach to the Collateral and any proceeds, products or profits from the Collateral including, but not limited to, the sale or other disposition of the Collateral.

X. A final hearing on this Stipulation and Order and the Cash Collateral Motion will be held on the 11 day of December, 2012 at 1:30 p.m. (E.T.) in Room 201 of the United States Bankruptcy Court – South Bend Division, 401 South Michigan Street, South Bend, Indiana 46601.

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STIPULATED AND AGREED TO:

/s/ Daniel L. Freeland

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One of the Counsel for the Bank

SO ORDERED this 4 day of Sept, 2012.



United States Bankruptcy Court Judge

	Admin & OH	101 Mortgage	101 Cig Comp	102 Cig Comp	112 Cig Comp	113 Cig Comp	205 Children	221 Children	333 Children	388 Children	393 Children	398 Children	325 Children	311 Wahgin	1133 LSD	1201 LSD	1802 Trinsee	1822 Trinsee	CP Lots 4 Trl	Lots 81 & 82	Lot 83	Lot 84	Lot 98B	Lot 113716C	Lot 141-148B	Total
Revenue & Sales																										
Net Operating Income / Loss	\$0	\$700	\$1,000	\$1,500	\$1,500	\$1,038	\$2,005	\$3,000	\$1,450	\$2,050	\$1,450	\$2,050	\$1,700	\$700	\$3,325	\$2,000	\$600	\$500	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$20,548
Cost of Sale & Land Sold	0	700	1,000	1,500	1,500	1,038	2,005	3,000	1,450	2,050	1,450	2,050	1,700	700	3,325	2,000	900	500	0	0	0	0	0	0	0	20,548
Gross Margin	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Operating Expenses	3,860	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	3,860
Accounting & Consulting	100	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	100
Bank Charge	0	0	20	30	30	21	52	76	29	41	78	34	0	0	67	56	0	0	0	0	0	0	0	0	0	535
Credit Card Charge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Dues & Assessments-POA	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Insurance-General	17	48	54	52	46	123	124	124	57	145	132	12	131	128	187	14	8	4	4	4	4	4	4	4	4	1,346
Legal & Professional	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Management Fees	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Management Fees-Leasing	0	0	220	330	330	228	573	659	319	451	854	374	0	732	816	0	0	0	0	0	0	0	0	0	0	3,300
Management Fees-Maintenance	250	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	250
Operating Supplies & Furnishings	0	17	17	17	17	33	33	17	33	17	33	33	0	0	33	33	0	0	0	0	0	0	0	0	0	340
Postage & Delivery	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Repairs & Maintenance	0	83	83	83	83	83	187	187	83	187	187	187	187	187	187	187	187	187	0	0	0	0	0	0	0	2,000
Tenant-Road Estate	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Utilities	0	156	133	175	133	92	292	283	117	187	333	217	67	258	342	175	0	0	0	0	0	0	0	0	0	2,942
Total Operating Expenses	9,227	278	518	680	645	487	1,240	1,327	638	815	1,609	956	182	1,389	1,342	508	181	8	4	4	4	4	4	4	4	22,250
Net Operating Income / Loss	(\$9,227)	\$424	\$481	\$811	\$855	\$551	\$1,365	\$2,373	\$412	\$1,235	\$2,271	\$744	\$538	\$1,937	\$1,983	\$392	\$319	(\$8)	(\$4)	(\$4)	(\$4)	(\$4)	(\$4)	(\$4)	(\$4)	7,298
Beginning Cash Balance:	(\$15,033)	\$848	\$2,691	\$2,592	\$2,880	\$552	\$18,355	\$21,154	\$7,895	\$8,843	\$21,323	\$20,486	\$1,075	\$10,882	\$17,160	\$783	\$638	(\$437)	(\$8)	(\$8)	(\$8)	(\$8)	(\$8)	(\$8)	(\$8)	\$13,882
Reconciling Cash Items	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Accounts Receivable	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Accounts Payable	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Capital Improvements	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Debt Service	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Reconciling Cash Items	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Ending Cash Balance	(\$24,330)	\$1,273	\$3,172	\$3,403	\$3,535	\$1,104	\$17,720	\$28,528	\$8,377	\$10,178	\$28,584	\$21,229	(\$397)	\$18,876	\$13,818	\$1,175	\$958	(\$465)	(\$13)	(\$13)	(\$13)	(\$13)	(\$13)	(\$13)	(\$13)	\$130,280

EXHIBIT A

[illegible]

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Miscellaneous	290	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	290														
Operating Supplies & Furnishings	0	17	17	17	17	33	17	33	17	33	33	0	33	33	0	0	0	0	0	0	0	250														
Postage & Delivery	50	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	50														
Repairs & Maintenance	0	83	83	83	83	167	83	167	83	167	167	83	167	167	167	167	0	0	0	0	0	2,000														
Tenant-Real Estate	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0														
Utilities	0	158	133	175	133	92	292	283	117	167	333	217	67	258	342	175	0	0	0	0	0	2,842														
Total Operating Expenses	5,877	276	399	449	405	487	615	591	290	323	678	548	162	590	670	506	181	8	4	4	8	13,090														
Net Operating Income / (Loss)	(\$5,877)	\$424	\$101	\$51	\$65	\$551	(\$615)	(\$591)	(\$290)	(\$323)	(\$678)	(\$548)	(\$538)	(\$590)	(\$670)	(\$392)	(\$319)	(\$8)	(\$4)	(\$4)	(\$8)	(\$7,752)														
Beginning Cash Balance:	(\$36,083)	\$1,628	\$1,073	\$655	\$1,175	(\$84)	\$10,676	\$23,804	\$6,207	\$7,648	\$2,087	\$18,519	(\$62)	\$12,782	\$8,761	\$1,208	\$646	(\$1,022)	(\$47)	(\$269)	(\$582)	\$80,885														
Reconciling Cash Items																																				
Accounts Receivable	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0														
Accounts Payable	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0														
Capital Improvements	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0														
Debt Service	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0														
Total Reconciling Cash Items	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0														
Ending Cash Balance	(\$41,900)	\$2,853	\$1,174	\$1,006	\$1,271	\$467	\$10,061	\$23,214	\$5,917	\$7,322	\$2,378	\$17,971	\$478	\$12,192	\$8,091	\$1,600	\$1,165	(\$1,020)	(\$51)	(\$273)	(\$580)	\$73,133														

Doc 91chalk, Filed 09/04/17
United Revenues & Expenses & Case Reconciliation

For the Period July 1, 2012 - June 30, 2013

Admin & ON	1721 LSD	202 BWLn	208 BWLn	210 BWLn	18.12 Acres	CP Lots 30.11	Donstop	EastPrd1 Stop 18	EastPrd1 3/4 Acres	Lake Hill	Lozen Rd 1 & 2	Lot 1A & 1B	Lot 12B	October 2012					October 2012					October 2012					Total																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																							
														Parcel A	Parcel B Tms Crt	Parcel C	Parcel D	Prd1E 0.39 Acres	Prd1F 2.70 Acres	Ridge Ln 83 - 88	Ridge Ln 87 - 92	Ridge Ln 93 - 101	Scps of Prospect	Scps of Upland																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																												
Revenue & Sales																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																				

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