

**UNITED STATES BANKRUPTCY COURT  
EASTERN DISTRICT OF NORTH CAROLINA  
RALEIGH DIVISION**

<b>IN RE:</b>	)	
	)	
<b>ONE RENAISSANCE, LLC,</b>	)	<b>Case No. 11-01793-8-RDD</b>
	)	<b>Chapter 11</b>
<b>Debtor.</b>	)	

**PLAN OF REORGANIZATION**

June 7, 2011

JASON L. HENDREN  
N.C. State Bar #26869  
REBECCA F. REDWINE  
N.C. State Bar #37012

Attorneys for Debtor  
HENDREN & MALONE, PLLC  
4600 Marriott Drive, Suite 150  
Raleigh, NC 27612  
Telephone: (919) 573-1422  
Facsimile: (919) 420-0475  
Email: [jhendren@hendrenmalone.com](mailto:jhendren@hendrenmalone.com)

**TABLE OF CONTENTS**

I. Summary of Plan.....3

II. Definitions .....4

III. Treatment of Administrative and Priority Tax Claims .....6  
     a. Administrative Claims .....6  
     b. Priority Tax Claims.....6

IV. Treatment and Impairment of Classes .....6  
     Class I – Priority Non-Tax Claims .....7  
     Class II – Wells Fargo Bank, N.A. ....7  
     Class III – Chapter 44A Lien Claims.....8  
     Class IV – Small Unsecured Claims .....8  
     Class V – General Unsecured Claims.....8  
     Class VI – Equity Security Holders.....9

V. Means of Execution .....9

VI. Similar Treatment for Each Claim Within a Class .....10

VII. Provisions Governing Distributions.....10

VIII. Rejection of Executory Contracts .....10

IX. Acceptance or Rejection of Plan.....11

X. “Cramdown” for Impaired Creditors Not Accepting the Plan.....12

XI. Retention of Jurisdiction.....12

XII. Miscellaneous Provisions .....13

**UNITED STATES BANKRUPTCY COURT  
EASTERN DISTRICT OF NORTH CAROLINA  
RALEIGH DIVISION**

<b>IN RE:</b>	)	
	)	
<b>ONE RENAISSANCE, LLC,</b>	)	<b>Case No. 11-01793-8-RDD</b>
	)	<b>Chapter 11</b>
<b>Debtor.</b>	)	

**PLAN OF REORGANIZATION**

Pursuant to the provisions of Section 1123 of the Bankruptcy Code (11 U.S.C. § 1123), the Debtor, One Renaissance, LLC, hereby submits the following Plan of Reorganization:

**I. SUMMARY OF PLAN**

The Debtor is a North Carolina limited liability company that owns a commercial office building located in Raleigh, Wake County, North Carolina (the "Property"). The Debtor currently operates the Property as an office building and leases portions of the Property to various tenants in exchange for rent.

The Debtor's Plan of Reorganization ("Plan") is based upon the Debtor's belief that the interests of its creditors will be best served if it is allowed to reorganize.

The Debtor will pay the administrative costs in full on the Effective Date or upon such other mutually acceptable terms as the parties may agree.

Any and all priority taxes due and owing to the Internal Revenue Service, N.C. Department of Revenue, or any county or city taxing authority shall be paid in full as set forth more fully herein.

The Debtor will treat the secured claim of Wells Fargo, N.A. ("Wells Fargo") as outlined more fully herein.

The Debtor will treat the secured claims of any Chapter 44A Lien Holders as outlined more fully herein.

The total of estimated unsecured claims is approximately \$83,162.75. In accordance with the liquidation analysis attached hereto as Exhibit "C", the Debtor will pay all allowed unsecured claims in full.

The Debtor's liabilities will be paid according to the priorities of the Bankruptcy Code and the Orders of this Court. The specific amounts and terms of payment will be made according to the treatment of each respective creditor.

## II. DEFINITIONS

1. "BANKRUPTCY CODE" shall mean the United States Bankruptcy Code, Title 11 of the United States Code, as enacted in 1978 and thereafter amended. References to "§ \_\_\_" herein shall refer to a section of the Bankruptcy Code, 11 U.S.C. §101, et seq.
2. "BANKRUPTCY RULES" shall mean the Federal Rules of Bankruptcy Procedure, as amended from time to time, as applicable to Chapter 11 cases.
3. "CLAIM" shall mean a duly listed or a timely filed claim which is allowed in order to be paid by the Court.
4. "CLASS" shall mean any one of the Classes of Claims or Interests designated in Article III of the Plan.
5. "CONFIRMATION DATE" shall mean the date of entry by the Court of an order confirming the Plan at or after a hearing pursuant to 11 U.S.C. §1129.
6. "CONFIRMATION HEARING" shall mean the hearing conducted by the Court regarding confirmation of the Plan pursuant to 11 U.S.C. §1129.
7. "CONFIRMATION ORDER" shall mean the order of the Court confirming the Plan.
8. "COURT" shall mean the United States Bankruptcy Court for the Eastern District of North Carolina, including the United States Bankruptcy Judge presiding in the Chapter 11 case of the Debtor.
9. "CREDITORS" shall mean all creditors of the Debtor holding claims for unsecured debts, liabilities, demands or claims of any character whatsoever.
10. "DEBTOR" shall mean One Renaissance, LLC.
11. "DISBURSING AGENT" shall mean Jason L. Hendren, attorney, or that person selected by the Court who shall perform the duties and have the rights and obligations described herein.
12. "DISCLOSURE STATEMENT" shall mean the Disclosure Statement describing this Plan prepared in accordance with §1125 and approved by order of the Bankruptcy Court, to be distributed to the holders of claims whose votes with respect to this Plan are to be solicited.
13. "DISPUTED CLAIM" shall mean any claim (a) that is scheduled by the Debtor as disputed, contingent or unliquidated, or (b) that is scheduled by the Debtor, or proof of which has been filed with the Bankruptcy Court and with respect to which a timely objection to allowance, in whole or in part, has been filed and which objections have not been (i) withdrawn or settled, or (ii) determined by a Final Order.

14. "EFFECTIVE DATE" shall be the date that is the later of ten (10) days following entry of the Order Confirming Plan or the date that is five (5) days after any hearing determining objections to claims, if any.

15. "FINAL DECREE" shall mean the order of this Court pursuant to Bankruptcy Rule 3022 closing this case.

16. "IMPAIRED" classes of creditors are those whose claims or interests are altered by the Plan, or who will not receive under the Plan the allowed amount of their claims in cash as of the "Effective Date" (as defined in the Plan).

17. "PETITION DATE" shall mean the date upon which the Debtor filed the voluntary Chapter 11 petition, to wit, March, 9, 2011.

18. "PLAN" shall mean this Plan of Reorganization in its present form or as it may be amended or modified.

19. "PRIORITY CLAIM" shall mean any claim to the extent entitled to priority in payment under §507.

20. "PRO-RATA" shall mean the amount of cash or property to be paid or distributed to a claimant with respect to an Allowed Claim on a particular date, in accordance with the ratio, as of such date, of the dollar amount of the Allowed Claim of such person in the indicated class to the aggregate dollar amount of Claims in the indicated class (including, in each such calculation, the full amount of Disputed Claims in the class which have been asserted or are otherwise pending and which have not yet been allowed or otherwise disposed of).

21. "SECURED CREDITORS" shall mean all creditors who hold a lien, security interest or any other encumbrances which have been properly perfected as required by law with respect to property owned by the Debtor, to the extent of the value of the collateral.

22. "SUBSTANTIAL CONSUMMATION" shall mean the time the Reorganized Debtor has commenced the distribution of initial Plan payments to creditors.

23. "TAX CLAIM" shall mean any claim entitled to priority in treatment pursuant to §507(a)(7).

24. "SMALL UNSECURED CLAIM" shall mean any claim, whether or not liquidated or contingent, other than a tax claim, administrative claim, or secured claim which is one thousand dollars (\$1,000.00) or less in amount.

25. "GENERAL UNSECURED CLAIM" shall mean any claim, whether or not liquidated or contingent, other than a tax claim, administrative claim, or secured claim.

26. "WELLS FARGO" is referred to throughout the Plan and Disclosure Statement. On

December 15, 2000, the Debtor delivered to Union Capital Investments, LLC (“Union Capital”) a Promissory Note in the original principal amount of \$18,800,000 (the “Note”). The Note matured on January 11, 2011. On or about December 15, 2000, the Union Capital transferred and assigned all rights in the Loan Documents to Wells Fargo Bank Minnesota, N.A., as trustee for the registered holders of Credit Suisse First Boston Mortgage Securities Corp., Commercial Mortgage Pass-Through Certificates, Series 2001-CK1 pursuant to an Allonge and various other assignment documents. Wells Fargo, N.A. is the successor by merger to Wells Fargo Bank Minnesota, N.A. in its capacity as trustee for the registered holders of Credit Suisse First Boston Mortgage Securities, Corp., Commercial Mortgage Pass-Through Certificates, Series 2001-CK1. Wells Fargo, N.A., as trustee for the registered holders of Credit Suisse First Boston Mortgage Securities, Corp., Commercial Mortgage Pass-Through Certificates, Series 2001-CK1 is the current owner and holder of the Loan Documents (herein “Wells Fargo”).

### **III. TREATMENT OF ADMINISTRATIVE AND PRIORITY TAX CLAIMS**

**a. Administrative Claims.** Administrative costs and expenses approved by the Court shall be paid in cash and in full on the Effective Date of the Plan. In the event that funds are not available to pay such costs and expenses on the Effective Date of the Plan, then each holder of such a claim will receive monthly payments from the Debtor’s cash flow until paid in full. Such claims remaining unpaid thirty (30) days following the Effective Date shall accrue interest at a rate of 5% per annum.

**b. Priority Tax Claims.** The Debtor proposes to pay these claims in full in quarterly installments over a period not exceeding five years from the date of the Order for relief. Quarterly payments shall commence on the fifteenth (15th) day of the first full month following the Effective Date and shall include interest at the rate set by Internal Revenue Code Sections 6601 and 6621. Notwithstanding the foregoing, the Holder of an allowed Priority Tax Claim shall not be entitled to receive any payment on account of any penalty arising with respect to or in connection with the allowed Priority Tax Claim. Any Claim or demand for any such penalty will be subject to treatment as an Unsecured Claim, to the extent allowed.

### **IV. CLASSIFICATION AND TREATMENT OF CLAIMS AND INTERESTS**

In accordance with section 1123(a)(1) of the Bankruptcy Code, Administrative Claims and Priority Tax Claims have not been classified and are excluded from the following Classes. Section III describes the treatment of Administrative Claims and Priority Tax Claims. For the purposes of this Plan, Holders of Claims against, or Interests in, the Debtor are classified as follows in accordance with section 1122(a) of the Bankruptcy Code:

**A. Class I – Priority Non-Tax Claims.** On the Effective Date, the Holders of Allowed Claims in Class I shall receive (a) all amounts to which such Holder is entitled on account of such

allowed Claim on the later of (i) the Effective Date or (ii) the date when such allowed Claim becomes due and payable according to its terms and conditions, or (b) such other, less favorable treatment as is agreed upon by the Debtor and the Holder of such allowed Priority Non-Tax Claim. The Debtor does not believe there are any claims in this class.

**B. Class II – Wells Fargo, N.A. (“Wells Fargo”).**

(1) Classification. On December 15, 2000, the Debtor delivered to Union Capital Investments, LLC (“Union Capital”) a Promissory Note in the original principal amount of \$18,800,000 (the “Note”). The Note matured on January 11, 2011. The Note is secured in part by that certain Deed of Trust and Security Agreement, executed on December 15, 2000 and recorded on December 15, 2000 in Book 8758, Page 376, of the Office of the Register of Deeds of Wake County, North Carolina (the “Deed of Trust”). The Note is further secured in part by that certain Assignment of Leases and Rents executed by the Debtor on December 15, 2000 and recorded on December 15, 2000 in Book 8758, Page 448, of the Office of the Register of Deeds of Wake County, North Carolina (the “Assignment of Leases”). The Note, Deed of Trust and Assignment of Leases are collectively referred to herein as the “Loan Documents”.

On or about December 15, 2000, the Union Capital transferred and assigned all rights in the Loan Documents to Wells Fargo Bank Minnesota, N.A., as trustee for the registered holders of Credit Suisse First Boston Mortgage Securities Corp., Commercial Mortgage Pass-Through Certificates, Series 2001-CK1 pursuant to an Allonge and various other assignment documents. Wells Fargo, N.A. is the successor by merger to Wells Fargo Bank Minnesota, N.A. in its capacity as trustee for the registered holders of Credit Suisse First Boston Mortgage Securities, Corp., Commercial Mortgage Pass-Through Certificates, Series 2001-CK1. Wells Fargo, N.A., as trustee for the registered holders of Credit Suisse First Boston Mortgage Securities, Corp., Commercial Mortgage Pass-Through Certificates, Series 2001-CK1 is the current owner and holder of the Loan Documents (herein “Wells Fargo”). The outstanding balance owed to Wells Fargo as of the petition date was \$17,109,510.80.

(2) Impairment. This class will be impaired.

(3) Treatment. This obligation shall be treated as a fully secured obligation of the Debtor, and Wells Fargo shall retain its lien pursuant to Section 1129(b)(2)(A)(i)(I) of the Bankruptcy Code until such claim is paid in full. The Debtor shall initially make monthly interest only payments on this claim at a rate of 4.5% per annum for a period of twelve (12) months, commencing on the first day of the first full month following the Effective Date. Thereafter, the Debtor shall commence monthly payments of principal and interest based upon a twenty-five (25) year amortization schedule with interest accruing at the fixed rate of 4.5% per annum, with a final payment of all principal and unpaid interest due eighty-four (84) months from the Effective Date. The Debtor shall provide Wells Fargo quarterly, internally-prepared financial statements, beginning thirty (30) days after the end of the first full calendar quarter following the Effective Date. The claim shall be treated as a current, non-default loan and the outstanding balance shall be calculated on a non-default basis.

It shall be a default of the Plan if the Debtor fails to make any payment which is not cured within thirty (30) days of the due date and, upon such default, Wells Fargo shall be free to exercise all available state law remedies to collect its debt. Debtor shall maintain insurance coverage on Wells Fargo's collateral in accordance with the terms of the pre-petition loan agreement.

**C. Class III – Chapter 44A Lien Claims.**

(1) Classification. Class III includes any creditor holding an allowed, secured lien claim pursuant to Chapter 44A of the North Carolina General Statutes.

(2) Impairment. This class will be impaired.

(3) Treatment. Holders of claims in this class shall retain their liens pursuant to Section 1129(b)(2)(A)(i)(1) of the Bankruptcy Code until their claims are paid in full and shall be treated as fully secured. The Debtor shall pay allowed claims in this class on the later of (a) sixty (60) days from the Effective Date or (b) ten (10) days from the date the Court resolves any objections to Class III claims.

**D. Class IV – Small Unsecured Claims.**

(1) Classification. This class consists of all allowed, undisputed, non-contingent Small Unsecured Claims listed in the Debtor's petition or as otherwise approved by the Court in the amount of one thousand dollars (\$1,000.00) or less. The approximate total of Small Unsecured Claims based on claims filed or scheduled, and projected deficiency claims, as of the date of the filing of this Plan is \$3,698.85.

(2) Impairment. This class will be impaired.

(3) Treatment. The Debtor proposes to pay all allowed Small Unsecured Claims in cash and in full sixty (60) days after the Effective Date. Creditors in this class shall receive interest on their allowed claims at the rate of 3.5% per annum.

**E. Class V – General Unsecured Claims.**

(1) Classification. This class consists of all allowed, undisputed, non-contingent unsecured claims listed in the Debtor's petition or as otherwise approved by the Court other than those treated in Class IV herein. The approximate total of General Unsecured Claims based on claims filed or scheduled, and projected deficiency claims, as of the date of the filing of this Plan is \$79,463.90.

(2) Impairment. This class will be impaired.

(3) Treatment. The Debtor proposes to pay all allowed General Unsecured Claims in



cash and in full in monthly installments over a period of six (6) months beginning on the first day of the third full month following the Effective Date. Creditors in this class shall receive interest on their allowed claims at the rate of 3.5% per annum.

**F. Class VI – Equity Security Holders.**

(1) Classification. This class consists of the shareholder(s) of the Debtor as follows:

Renaissance Holdings, LLC – 99.9967% membership interest  
Renaissance Management, Inc. - .0033% membership interest

(2) Impairment. This class will be unimpaired.

(3) Treatment. The equity security holders listed above shall retain their ownership interests upon confirmation of the Debtor’s Plan. The equity security holders shall not receive any distributions until all Class I, III, IV and V claimants are paid in full.

**V. MEANS OF EXECUTION**

A. The Debtor shall deposit all revenue into a designated bank account and disburse all funds in accordance with the terms of this Plan.

B. The Debtor shall make all payments as called for by the Plan, and the Debtor will further execute and deliver all documentation to the Bankruptcy Court and to all parties in interest who are entitled to receive the same as required by the terms of this Plan and the Bankruptcy Code.

C. The Debtor shall take such other action as is necessary to satisfy the other terms and requirements of this Plan and the Bankruptcy Code.

D. All funds necessary for the implementation of this Plan shall be obtained from funds (1) in the possession of the Debtor and (2) contributions and/or loans from shareholders.

E. Except as expressly stated in the Plan, or allowed by a Final Order of the Bankruptcy Court, no interest, penalty, or late charge shall be allowed on any claim subsequent to the Petition Date, unless otherwise required by the Code. No attorney’s fees or expenses shall be paid with respect to any claim except as specified herein or as allowed by a Final Order of the Court.

F. All payments, distributions, or transfers to be made under the Plan, except as expressly provided by the Plan or the Court, shall be made without interest.

G. Administrative claims unpaid on the Effective Date will be paid from the future income of the Debtor.

H. All objections to claims, fee applications and adversary proceedings will be filed with the Court within sixty (60) days of the Effective Date.

## **VI. SIMILAR TREATMENT FOR EACH CLAIM WITHIN A CLASS**

The claims stated herein, by modification, Court Order, or other legally appropriate manner, might be modified throughout the course of payment under this Plan. The Debtor, upon full payment as called for under any notes and deeds of trust, shall be entitled to have the notes marked paid and satisfied and the deeds of trust canceled as a matter of record, by the Trustee, or by appropriate application to this Bankruptcy Court, and upon a showing that the full amount of the monthly payments were made by the Debtor.

## **VII. PROVISIONS GOVERNING DISTRIBUTIONS**

A. Delivery of Distributions in General. Distributions to holders of allowed claims shall be made: (i) at the addresses set forth in the proofs of claim filed by such holders; (ii) at the addresses set forth in any written notices of address change submitted to the Court or Attorney for the Debtor after the date on which any related proof of claim was filed; or, if the information described in clauses (i) or (ii) is not available, (iii) at the addresses reflected in the Debtor's schedules of liabilities.

B. Distribution Dates. It is the intent of this Plan that the distribution shall occur as early as practicable following the Effective Date, unless otherwise stated herein.

## **VIII. REJECTION OF EXECUTORY CONTRACTS**

The Debtor hereby assumes its management agreement with DeWitt Real Estate Services, Inc. Further, the Debtor hereby assumes all lease obligations with respect to the Property in accordance with the terms of the leases between the Debtor and all current tenants. Except as specified in this Plan, all contracts which exist between the Debtor and any individual or entity, whether such contract be in writing or oral, which have not heretofore been rejected or heretofore been approved by Orders of the Court are hereby specifically rejected; provided, however, that this provision is not intended to reject and does not reject any agreement for the renewal or the extension of any loan or funds, presently binding and in effect between the Debtor and any secured creditor. Further, this provision does not reject any verbal or written agreement currently existing with respect between the Debtor and any tenant.

**IX. ACCEPTANCE OR REJECTION OF PLAN;  
EFFECT OF REJECTION BY AN IMPAIRED CLASS**

A. Each Impaired Class Entitled to Vote Separately. Each impaired class of claims shall be entitled to have the holders of claims therein vote separately as a class to accept or reject the Plan.

B. Acceptance by a Class of Creditors. Consistent with §1126(c) of the Bankruptcy Code, and except as provided in §1126(e) of the Bankruptcy Code, a class of claims shall have accepted the Plan if the Plan is accepted by holders of at least two-thirds (2/3) in dollar amount and more than one-half (1/2) in number of the allowed claims of that class that have timely and properly voted to accept or reject the Plan.

C. Claimants Entitled to Vote. Holders of impaired claims shall be entitled to vote if:

(1) Such claim has been filed against the Debtor in a liquidated amount or has been listed on the Debtor's schedules other than as contingent, unliquidated or disputed, and as to which no proof of claim has been filed. The claim shall be allowed solely for the purpose of voting on the Plan in the amount in which such claim has been filed or listed on the Debtor's schedules;

(2) Such claim has been filed against the Debtor or listed on the Debtor's schedules and is the subject of an existing objection filed by the Debtor, and is temporarily allowed for voting purposes by order of the Court in accordance with Bankruptcy Rule 3018;

(3) Such claim has been filed in an undetermined amount, in which case the creditor shall not be entitled to vote unless the Debtor and the holder of the claim agree on an amount for voting purposes or the Court enters an order setting the amount of the claim that the creditor may ballot.

(4) Any entity holding two or more duplicate claims shall be entitled to vote only one claim.

D. Confirmation Hearing. The Court will set a hearing on the confirmation of the Plan to determine whether the Plan has been accepted by the requisite number of creditors and whether the other requirements for confirmation of the Plan have been satisfied.

E. Acceptances Necessary to Confirm the Plan. At the hearing of confirmation of the Plan, the Court shall determine, among other things, whether the Plan has been accepted by each impaired class. Under §1126 of the Bankruptcy Code, an impaired class of Creditors is deemed to accept the Plan if at least two-thirds (2/3) in amount and more than one-half (1/2) in number vote to accept the Plan. Further, unless there is unanimous acceptance of the Plan by an impaired class, the Court must also determine that class members will receive property with a 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 as of the Effective Date of the Plan under Chapter 7 of the Bankruptcy Code.

F. Confirmation of Plan Without Necessary Acceptances. The Bankruptcy Code provides that the Plan may be confirmed even if it is not accepted by all impaired Classes. In order to be confirmed without the requisite number of acceptances of each impaired class, the Court must find that at least one impaired class has accepted the Plan without regard to the acceptances of insiders, and the Plan does not discriminate unfairly against, and is otherwise fair and equitable, to such impaired class. In the event that any class votes against the plan, the Debtor hereby requests and moves the Court under the provisions of this Plan outlined in Section IX herein, for confirmation pursuant to the "cramdown" provisions of §1129(b) of the Bankruptcy Code. In connection therewith, the Debtor shall be allowed to modify the proposed treatment of the allowed claims in any class that votes against the Plan consistent with §1129(b)(2)(A).

**X. "CRAMDOWN" FOR IMPAIRED CREDITORS  
NOT ACCEPTING THE PLAN**

In respect to any class of creditors impaired but not accepting the Plan by the requisite majority in number or two-thirds in amount, the proponent of this Plan requests the Court to find that the Plan does not discriminate unfairly and is fair and equitable in respect to each class of claims or interests that are impaired under the Plan and that the Court confirm the Plan without such acceptances by the said impaired classes. The Debtor will also request that the Court establish a value for any assets, the value of which is in dispute between the Debtor and any secured creditor, at a valuation hearing under Section 506 of the Bankruptcy Code, to be scheduled at the same time as the hearing on confirmation of the Plan.

**XI. RETENTION OF JURISDICTION**

The Bankruptcy Court shall retain jurisdiction of these proceedings pursuant to and for the purposes of Sections 105(a) and 1127 of the Code and for, without limitation, the following purposes, inter alia:

1. to determine any and all objections to the allowance of claims and/or interests;
2. to determine any and all applications for allowance of compensation for periods prior to the Confirmation Date;
3. to determine any and all applications pending on the Confirmation Date for the rejection and disaffirmance or assumption or assignment of executory contracts and the allowance of any claim resulting therefrom;
4. to determine all controversies and disputes arising under or in connection with the Plan;

5. to determine all applications, adversary proceedings and litigated matters pending on the Confirmation Date;
6. to effectuate payments under, and performance of, the provisions of the Plan, including, but not limited to, future sales of personal and real property retained by the Estate;
7. to determine such other matters and for such other purposes as may be provided for in the confirmation order;
8. to determine all disputes regarding property of the estate;
9. to establish and adjust procedures for the orderly administration of the estate;
10. to determine matters that are subject to proceedings duly removed to the Bankruptcy Court; and
11. to replace the Debtor-in-Possession with a Trustee for good cause shown.

## **XII. MISCELLANEOUS PROVISIONS**

A. Survival of Terms. The covenants, representations and agreements made in this Plan shall survive the Confirmation Date and the transactions contemplated herein.

B. Successors Bound. This Plan shall on the Consummation Date be binding upon and inure to the benefit of the respective heirs, successors and assigns of the Debtor, and the holders of claims and interests.

C. Controlling Law. This Plan shall be read and construed and take effect in all respects in accordance with the law as set forth in the United States Bankruptcy Code and the Rules promulgated thereunder.

D. Further Assurance. If at any time, the Debtor shall consider, or be advised, that any further releases, assurances or documents are reasonably necessary or desirable to carry out the provisions hereof, and the transactions contemplated herein, the holders of claims and the holders of interest shall, upon reasonable request, execute and deliver any and all documents and assurances, and do all things necessary or appropriate to carry out fully the provisions hereof.

(this space intentionally left blank)

Respectfully submitted, this the 7<sup>th</sup> day of June, 2011.

s/ Jason L. Hendren  
JASON L. HENDREN  
N.C. State Bar #26869  
REBECCA F. REDWINE  
N.C. State Bar #37012

HENDREN & MALONE, PLLC  
4600 Marriott Drive, Suite 150  
Raleigh, NC 27612  
Telephone: (919) 573-1422  
Facsimile: (919) 420-0475  
Email: [jhendren@hendrenmalone.com](mailto:jhendren@hendrenmalone.com)  
Attorneys for Debtor

ONE RENAISSANCE, LLC

s/ Thomas A. Saieed, Jr.  
Thomas A. Saieed, Jr., Manager

**CERTIFICATE OF SERVICE**

I, Jason L. Hendren, 4600 Marriott Drive, Suite 150, Raleigh, North Carolina 27612, certify:

That I am, and at all times hereinafter mentioned was, more than eighteen (18) years of age;

That on the 7<sup>th</sup> day of June 2011, I served copies of the foregoing document on the parties listed below, either electronically or by depositing a copy of the same in the United States mail bearing sufficient postage.

I certify under penalty of perjury that the foregoing is true and correct.

This the 7<sup>th</sup> day of June, 2011.

s/ Jason L. Hendren  
JASON L. HENDREN  
N.C. State Bar #26869  
REBECCA F. REDWINE  
N.C. State Bar #37012

HENDREN & MALONE, PLLC  
4600 Marriott Drive, Suite 150  
Raleigh, NC 27612  
Telephone: (919) 573-1422  
Facsimile: (919) 420-0475  
Email: [jhendren@hendrenmalone.com](mailto:jhendren@hendrenmalone.com)  
Email: [rredwine@hendrenmalone.com](mailto:rredwine@hendrenmalone.com)  
Attorneys for Debtor

TO:

Scott Kirk, Esq.  
Office of the Bankruptcy Administrator

(via CM/ECF)

One Renaissance, LLC  
3301 Benson Drive, Suite 401  
Raleigh, NC 27609