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**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION**

In re:	§	
	§	CASE NO. 10-35547-HDH
PRM DEVELOPMENT, LLC,	§	
	§	CHAPTER 11
Debtor.	§	
In re:	§	
	§	CASE NO. 10-35551-HDH
ECONOMETRIC MANAGEMENT, INC.,	§	
	§	CHAPTER 11
Debtor.	§	
In re:	§	
	§	CASE NO. 10-36161-HDH
HANS LOLLIK LAND COMPANY,	§	
LLLP,	§	CHAPTER 11
	§	
Debtor.	§	

In re:	§	
	§	CASE NO. 10-36159-HDH
LITTLE HANS LOLLIK HOLDINGS,	§	
LLP,	§	CHAPTER 11
	§	
Debtor.	§	

THIRD AMENDED JOINT PLAN OF REORGANIZATION

PRM Development, LLC (“PRM Development”), Econometric Management, Inc. (“EMI”), Hans Lollick Land Company, LLLP (“Great Hans LLLP”), and Little Hans Lollik Holdings, LLP, (“Little Hans LLP” and collectively “Debtors”) propose the following Plan of Reorganization (the “Plan”).

ARTICLE I SUMMARY OF THE PLAN

1.1 Overview of the Plan. The Plan provides for a reorganization of all liabilities owed by Debtors, as described herein. The Reorganized Debtors, as provided herein, shall be the successor entities to Debtors.

1.2 Payments to Creditors. The Plan provides for Creditors to be paid as provided in Article V herein from revenues associated with the operations of the Reorganized Debtors’ business. All Creditors of Debtors will be paid as provided herein in accordance with the priority scheme established by the Code.

ARTICLE II DEFINITIONS

As used in this Plan, the following terms shall have their respective meanings set forth below and, unless the context otherwise requires, shall be equally applicable to the singular and plural forms of the terms defined. Unless otherwise defined herein, the terms used in this Plan shall have the same meaning ascribed thereto in the Bankruptcy Code and the Bankruptcy Rules.

2.1 Administrative Claim: Any claim for payment of any cost or expense of administration of the Chapter 11 Bankruptcy Proceedings entitled to priority in accordance with §§ 503(b) and 507(a)(1) of the Bankruptcy Code, including, without limitation, any actual and necessary expenses of preserving Debtors’ Estates and operating their business from and after the Petition Date to and including the Confirmation Date (other than such Claims or portions thereof which, by their express terms, are not due or payable by the Distribution Date) and all allowances of compensation and reimbursement approved by the Court in accordance with the Bankruptcy Code and any fees or charges assessed against Debtors’ Estates under Chapter 11 of Title 28, United States Code.

2.2 Allowed Claim or Allowed Interest: Any Claim (a) based on an application of a Professional Person to the extent such application is approved by Final Order; (b) allowed under

this Plan; or (c) proof of which was timely and properly filed, deemed filed under applicable law or by reason of an Order of the Court or, if no proof of claim was filed or Order entered, which has been or hereafter is listed by Debtors in their schedules filed under § 521(1) of the Bankruptcy Code as liquidated in amount and not disputed or contingent, provided that a timely filed proof of claim shall supersede any scheduling of such claim, and, in either case, a claim as to which such other applicable period of limitation fixed by the Bankruptcy Code or by an Order of the Court to which (i) no objection has been filed, or, (ii) in the event that an objection has been filed, any objection has been withdrawn pursuant to the provisions of this Plan or has been overruled by a Final Order of the Court.

2.3 Allowed Priority Claim: All or that portion of any Priority Claim which is or has become an Allowed Claim.

2.4 Bankruptcy Code: The Bankruptcy Reform Act of 1978 as amended, and as applicable to the Chapter 11 Cases, § 101 et seq. Title 11, United States Code.

2.5 Bankruptcy Rules: The rules of procedure applicable to cases or proceedings pending before the Court, now existing or as hereafter amended.

2.6 Business Day: Any day on which banks are open to carry on their ordinary commercial banking business in Dallas, Texas.

2.7 Cash: Cash, cash equivalents and other readily marketable securities or instruments, including, without limitation, direct obligations of the United States of America, certificates of deposits issued by banks and commercial paper of any entity, including interest earned or accrued thereon, but specifically excluding any collateral consisting of funds in deposit or escrow accounts securing a Secured Claim.

2.8 Causes of Action: All accounts, contract rights, general intangibles and all rights, claims and causes of action of any kind, whether legal or equitable, of Debtors, for affirmative recovery of Cash or other property of the Estates, other than accounts receivable (whether such Causes are the subject of presently pending lawsuits, adversary proceedings or appeals or otherwise) existing before the Effective Date, including such that have accrued or may thereafter accrue relating to those matters that have occurred on or prior to the Effective Date.

2.9 Chapter 11 Cases: The Chapter 11 cases of PRM Development, LLC, Case Number 10-35547-HDH-11, Northern District Texas, Dallas Division, filed August 6, 2010; Econometric Management, Inc., Case Number 10-35551-HDH-11, Northern District Texas, Dallas Division, filed August 6, 2010; Hans Lollick Land Company, LLLP, Case Number 10-36161-HDH-11, Northern District Texas, Dallas Division, filed September 3, 2010; and Little Hans Lollick Holdings, LLP, Case Number 10-36159-HDH-11, Northern District Texas, Dallas Division, filed September 3, 2010.

2.10 Claim: Any right against Debtors to (a) payment, whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured or (b) an equitable remedy for a breach of

performance if the breach would give rise to a right to payment, whether or not such right to an equitable remedy is reduced to judgment, fixed, contingent, matured, unmatured, disputed, undisputed, secured or unsecured.

2.11 Collateral: Property in which Debtors have an interest that secures, in whole or in part, payment of an Allowed Claim.

2.12 Confirmation: Confirmation means the entry of an Order of the Bankruptcy Court confirming this Plan.

2.13 Confirmation Date: The date of entry of the Confirmation Order in accordance with the provisions of the Bankruptcy Code, provided, however, that if the Confirmation Order or consummation of the Plan is stayed pending appeal, then the Confirmation Date shall be the date of entry of the Final Order vacating such stay or the date on which such stay expires or is no longer in effect.

2.14 Confirmation Hearing: The date set by the Court to consider confirmation of the Plan pursuant to § 1129 of the Bankruptcy Code.

2.15 Confirmation Order: Order of the Court confirming the Plan and approving the transactions contemplated herein.

2.16 Court: The United States Bankruptcy Court for the Northern District of Texas or such other Court as may have jurisdiction of the Chapter 11 Cases.

2.17 Creditor: Any entity that is the holder of a claim or an interest, including but not limited to: (a) a claim that arose on or before the Petition Date, (b) an interest that arose on or before the Record Date, (c) a claim against Debtors' Estates of any kind specified in § 502(g), § 502(h), or § 502(i) of the Bankruptcy Code or (d) an Administrative Claim.

2.18 Debtors: PRM Development, LLC, Econometric Management, Inc., Hans Lollick Land Company, LLLP, and Little Hans Lollick Holdings, LLP.

2.19 Disclosure Statement: The written Joint Disclosure Statement in respect to this Plan approved by the Court pursuant to § 1125 of the Bankruptcy Code.

2.20 Disputed Claim: Any claim or interest to which an objection has been interposed in accordance with the Bankruptcy Code, Bankruptcy Rules, this Plan or orders of the Court.

2.21 Effective Date: The date ten (10) business days after the entry of the Confirmation Order or such other date as provided in the Confirmation Order, provided, however, that the Effective Date shall not occur until and unless all conditions to such Effective Date provided by the Plan or Confirmation Order have been satisfied or performed.

2.22 EMI: Econometric Management, Inc.

2.23 Equity Interest Holders: All members of PRM Development and EMI, all general and limited partners of Great Hans LLLP, and all partners of Little Hans LLP.

2.24 Estates: The Estates created in the Chapter 11 Cases for Debtors by Bankruptcy Code § 541.

2.25 Fee Application: An application of a Professional Person under §§ 328, 330, 331 or 503 of the Bankruptcy Code for allowance of compensation and reimbursement of expenses in the Chapter 11 Cases.

2.26 Foley & Lardner: Foley & Lardner, LLP

2.27 Final Distribution: Final distribution under the Plan to be applied to the payment of the Allowed Claims.

2.28 Final Order: An order or a judgment which has not been reversed, stayed, modified or amended and as to which (i) the time to appeal or seek review, reargument or rehearing has expired and as to which no appeal or petition for certiorari, review or rehearing is pending or (ii) its appeal, review, reargument, rehearing or certiorari has been denied and a time to seek a further appeal, review, reargument, rehearing or certiorari has expired as a result of which such order shall have become final and nonappealable in accordance with applicable law.

2.29 Great Hans Loan: The loan dated approximately September 17, 2004 between Great Hans LLLP and Liberty in the original principal amount of \$3,750,000, as modified on or about September 30, 2007, October 31, 2007 and December 1, 2008, evidenced by, *inter alia*, the Loan Agreement, Promissory Note, Mortgage, Security Agreements, Loan Modification Agreement, Modification of Mortgage and Second Modification Agreement (increasing principal amount to \$4,690,000), Limited Guaranty, Pledge and Security Agreement with Assignment of Rights, Modification of Mortgage and Third Modification Agreement and all other loan and security documents.

2.30 Great Hans LLLP or Great Hans: Hans Lollick Land Company, LLLP.

2.31 Great Hans Property: The undeveloped 510-acre island located approximately one and one-half mile north of St. Thomas, USVI known as Great Hans Lollik.

2.32 Holder or Claimholder: Any entity that is the holder of a claim, including but not limited to (a) a claim that arose on or before the Petition Date, (b) a claim against Debtors' Estates of any kind specified in § 502(g), § 502(h) or § 502(i) of the Bankruptcy Code or (c) an Administrative Claim.

2.33 Impaired: When used with respect to any claim, interest or class, it has the same meaning as that contained in § 1124 of the Bankruptcy Code.

2.34 Liberty: Liberty Bankers Life Insurance Company, as successor-in-interest to American Reserve Life Insurance Company, and its successors and assigns.

2.35 Little Hans Loan: The loan dated approximately September 17, 2004 between Little Hans LLLP and Liberty in the original principal amount of \$1,650,000, as modified on or about September 30, 2007, October 31, 2007 and December 1, 2008, evidenced by, *inter alia*, the Loan Agreement, Promissory Note, Mortgage, Security Agreements, Loan Modification Agreement, Modification of Mortgage and Second Modification Agreement (increasing principal amount to \$2,310,000), Limited Guaranty, Pledge and Security Agreement with Assignment of Rights, Modification of Mortgage and Third Modification Agreement and all other loan and security documents.

2.36 Little Hans LLP or Little Hans: Little Hans Lollik Holdings, LLP.

2.37 Little Hans Property: The undeveloped 100-acre island located approximately one and one-half mile north of St. Thomas, USVI known as Little Hans Lollik.

2.38 Magens Bay Lot: The undeveloped lot of approximately 0.695 acres pledged as additional collateral for the Liberty loans and located on Magens Bay in St. Thomas, USVI (also known as Estate Peterborg No. 12, Parcel No. 11-59).

2.39 Order: An order or judgment of the Bankruptcy Court as entered on the docket.

2.40 Petition Date: The date on which Debtors' Petition was filed: PRM Development and EMI – August 6, 2010, Great Hans LLLP and Little Hans LLP – September 3, 2010.

2.41 Priority Claims: Allowed Claim entitled to a priority under, *inter alia*, Bankruptcy Code § 507(a).

2.42 PRM Development: PRM Development, LLC.

2.43 Pro Rata: Means proportionately so that the ratio of the amount of consideration distributed on account of a particular Allowed Claim or Allowed Interest to the amount of the Allowed Claim or Allowed Interest is the same as the ratio of the amount of consideration distributed on account of All Allowed Claims and Allowed Interests of the class in which the particular Allowed Claim or Allowed Interest is included in the amount of All Allowed Claims and Allowed Interests of that Class.

2.44 Professional Person: Any entity retained or to be compensated pursuant to §§ 326, 327, 328, 330, 331, 503(b) and/or 1103 of the Bankruptcy Code.

2.45 Reorganized Debtors: The legal entities that shall survive Debtors as of the Confirmation Date.

2.46 Plan: The Plan proposed by Debtors, either in its present form or as it may be amended or modified.

2.47 Secured Claim: A claim of a creditor arising on or before the Petition Date to the extent (a) secured by a lien on Collateral which is not void or avoidable under applicable state and federal law, including the Bankruptcy Code or (b) subject to set off under § 553 of the Bankruptcy Code, in each case to the extent of the value of said creditor's interest in Debtors' interests in the property or the amount of the set off, as applicable; provided, however, that nothing herein shall prohibit a secured creditor from making the election provided in § 1111(b)(2) of the Bankruptcy Code.

2.48 Secured Creditor: Any Creditor that is the holder of a Secured Claim.

2.49 Tax Claim: Any claim that is entitled to priority in payment under § 507(a)(8) of the Bankruptcy Code.

2.50 Undetermined Claim: A claim that is (a) a Disputed Claim; (b) a claim arising through rejection of executory contracts or unexpired leases pursuant to this Plan; (c) an undetermined administrative claim in respect of an application of a professional person; or (d) a claim that is unliquidated or contingent.

2.51 Unsecured Claim: Any claim against Debtors whatsoever, other than 1) a Secured Claim, or 2) a Claim that is not entitled to priority pursuant to the Bankruptcy Code.

2.52 USVI: United States Virgin Islands.

2.53 Wikil Property: Residential property located at 142 Wikil Place, Palm Desert, California.

2.54 Winnfield: Winnfield Life Insurance Company.

ARTICLE III DESIGNATION OF CLASSES OF CLAIMS

3.1 Designation of Classes of Claims: The following is a designation of the Classes of Claims under this Plan. A Claim is classified in a particular Class only to the extent that the Claim qualifies within the description of that Class and is classified in a different Class to the extent that any remainder of the Claim qualifies within the description of such different Class. A Claim is in a particular Class only to the extent that the Claim is an Allowed Claim in that Class and has not been paid, released or otherwise satisfied before the Effective Date.

Class 1: Allowed Administrative Claims

Class 2: Allowed Tax Priority Claims

Class 3A and 3B: Secured Claims of Liberty

Class 4: Secured Claim of Winnfield

Class 5: Secured Claim of Foley & Lardner

Class 6: PRM Development General Unsecured Claims

Class 7: EMI General Unsecured Claims

Class 8: Great Hans LLP General Unsecured Claims

Class 9: Little Hans LLP General Unsecured Claims

Class 10: Equity Interests

ARTICLE IV
PAYMENT OF ADMINISTRATIVE CLAIMS
AND EXPENSES AND CERTAIN PRIORITY CLAIMS

4.1 Administrative Claims: (Class 1) – Except to the extent that the Holder of an Administrative Claim may otherwise agree in writing, Administrative Claims that are Allowed Claims prior to the Effective Date of the Plan shall be paid in full on or before the Effective Date of the Plan. Administrative Claims that become Allowed Claims after the Effective Date of the Plan shall be paid in full in cash on or before ten (10) business days following the date the Administrative Claim becomes an Allowed Claim by Final Order of the Bankruptcy Court. For purposes of payment of Administrative Claims, any administrative claimant desiring to be paid under the Plan must file an application for allowance of Administrative Claim on or before thirty (30) days after the entry of an Order confirming the Plan or such Claimant shall be barred from asserting an Administrative Claim.

4.2 Priority Tax Claims: (Class 2) - Priority Tax Claims shall be paid by the Reorganized Debtors, up to the Allowed amount of such Claim, plus interest at the rate of 4.5% per annum accrued thereon on a quarterly basis on October 1, January 1, April 1 and July 1 of each year over a period not exceeding five (5) years after the date of assessment of the Claims, as provided in § 1129(a)(9)(C) of the Bankruptcy Code, commencing after the first full quarter following the Effective Date.

ARTICLE V
TREATMENT OF CLASSES OF CLAIMS AND INTERESTS

5.1 Secured Claims of Liberty: (Class 3) - The Class 3 Claims of Liberty shall be treated as fully Secured Claims in an amount to be determined by the Bankruptcy Court pursuant to 11 U.S.C. § 506(b). The Class 3 Claims of Liberty shall be treated as follows:

(a) Class 3A: This Class consists of the Secured Claim of Liberty on account of the Great Hans Loan which is secured by, among other property, a first lien on the Great Hans Property and a first lien on the Little Hans Property. Allowed Secured Claims in Class 3A will receive the following treatment:

(i) Modification of Great Hans Loan. Following Confirmation of this Plan, Great Hans LLLP shall remain liable, indebted, and obligated to Liberty on account

of the Great Hans Loan in accordance with the Great Hans Loan and security documents (as the same may have been previously amended, modified, extended, renewed, or restated in whole or in part prior to the Petition Date), subject to the following additional modifications: 1) the maturity date shall be extended to November 1, 2012; 2) the interest rate following Confirmation shall be 10.0% per annum, with 7.5% to be due and payable on the first day of each calendar month following Confirmation and 2.5% to accrue and be added to the principal balance of the Great Hans Loan on a monthly basis and be due and payable at maturity (whether upon expiration of the term provided by this Plan or prepayment resulting from the sale of Liberty's collateral); and 3) all amounts owed will be deaccelerated and paid in accordance with the terms of this Plan.

(ii) Extension of Great Hans Loan. Provided that Little Hans, LLP elects to extend the term of the Little Hans Loan in accordance with this Plan, and provided further that Great Hans, LLLP is not in default under this Plan, Great Hans LLLP may, at any time during the 18 month term, extend the term of the Great Hans Loan for a period of twenty-four (24) months by paying in full all accrued and unpaid interest, costs, fees, expenses, and other charges to which Liberty is entitled as of the date of such extension (regardless of whether such accrued and unpaid interest, expenses, and charges due Liberty accrued or were incurred before or after the Petition Date). In the event that the Great Hans Loan is extended for such additional term pursuant to this provision, (A) Great Hans, LLLP shall pay interest to Liberty on the first Business Day of each calendar month during the extension period at the rate of 10% per annum and the distinction between the "pay rate" and the "accrue rate" provided during the initial term of this Plan shall no longer be applicable, and (B) Great Hans, LLLP shall pay an "extension fee" equal to 2% of the then outstanding principal balance of the Great Hans Loan, which "extension fee" shall be added to such outstanding principal balance of the Great Hans Loan and shall be due and payable at maturity, whether by acceleration, mandatory prepayment, or stated term. Great Hans, LLLP shall provide Liberty with at least 30 days written notice of its election to extend the Great Hans Loan pursuant to this section of the Plan. In the event the Great Hans Loan is extended pursuant to this paragraph, Section 6.5 shall no longer apply.

(iii) Defaults. All defaults and events of default existing as of the Petition Date and as of the Effective Date shall be waived, and any defaults and events of default resulting from the confirmation of the Plan, the occurrence of the Effective Date, and/or the actions and transactions contemplated by the Plan, including the payments to be made under the Plan and changes in ownership and control effectuated by the Plan, shall also be waived.

(iv) Default Interest/Penalties/Charges. Except as provided by this Plan, no default interest, late charges, or other penalties arising or accruing after the Petition Date shall be required to be paid to Liberty in connection with the treatment provided under this Plan for Allowed Class 3A Claims, provided, however, that Liberty shall be entitled to charge, collect, and receive default interest, late charges, and other amounts provided by the loan and security documents for the Great Hans Loan in the

event of any default under such loan and security documents or this Plan arising after Confirmation.

(v) Collateral. Liberty shall retain all of its liens and security interests in the Debtors' assets, including the Great Hans Property, the Little Hans Property, the partnership interests in Great Hans, LLLP and the partnership interests in Little Hans, LLP granted to it pursuant to the Great Hans Loan or the Little Hans Loan, with the same validity, enforceability, attachment, perfection, priority, and legal rights that existed on the Petition Date.

(vi) Waivers/Consents. Liberty shall be deemed to consent to and approve the transactions and changes to the Debtors contemplated by the Plan, including, without limitation, the payments to the holders of Allowed Claims and Allowed Administrative Claims pursuant to the Plan.

The Class 3A Claim is impaired under the Plan.

(b) Class 3B: This Class consists of the Secured Claim of Liberty on account of the Little Hans Loan which is secured by, among other property, a first lien on the Little Hans Property and a first lien on the Great Hans Property. Allowed Secured Claims in Class 3B will receive the following treatment:

(i) Modification of Little Hans Loan. Following Confirmation of this Plan, Little Hans LLP shall remain liable, indebted, and obligated to Liberty on account of the Little Hans Loan in accordance with the Little Hans Loan and security documents (as the same may have been previously amended, modified, extended, renewed, or restated in whole or in part prior to the Petition Date), subject to the following additional modifications 1) the maturity date shall be extended to November 1, 2012; 2) the interest rate shall be 10.0% per annum, with 7.5% to be due and payable on the first day of each calendar month following Confirmation and 2.5% to accrue and be added to the principal balance of the Little Hans Loan and shall be due and payable at maturity (whether upon expiration of the term provided by this Plan or prepayment resulting from the sale of Liberty's collateral); and 3) all amounts owed will be deaccelerated and paid in accordance with this Plan.

(ii) Extension of Little Hans Loan. Provided that Great Hans, LLLP elects to extend the term of the Great Hans Loan in accordance with this Plan, and provided further that Little Hans, LLP is not in default under this Plan, Little Hans LLP may, at any time during the 18 month term, extend the term of the Little Hans Loan for a period of twenty-four (24) months by paying in full all accrued and unpaid interest, costs, fees, expenses, and other charges to which Liberty is entitled as of the date of such extension (regardless of whether such accrued and unpaid interest, expenses, and charges due Liberty accrued or were incurred before or after the Petition Date). In the event that the Little Hans Loan is extended for such additional term pursuant to this provision, (A) Little Hans, LLP shall pay interest to Liberty on the first Business Day of each calendar month during the extension period at the rate of 10% per annum and the distinction

between the “pay rate” and the “accrue rate” provided during the initial term of this Plan shall no longer be applicable, and (B) Little Hans, LLP shall pay an “extension fee” equal to 2% of the then outstanding principal balance of the Little Hans Loan, which “extension fee” shall be added to such outstanding principal balance of the Little Hans Loan and shall be due and payable at maturity, whether by acceleration, mandatory prepayment, or stated term. Little Hans, LLP shall provide Liberty with at least 30 days written notice of its election to extend the Little Hans Loan pursuant to this section of the Plan. In the event the Little Hans Loan is extended pursuant to this paragraph, Section 6.5 shall no longer apply.

(iii) Defaults. All defaults and events of default existing as of the Petition Date and as of the Effective Date shall be waived, and any defaults and events of default resulting from the confirmation of the Plan, the occurrence of the Effective Date, and/or the actions and transactions contemplated by the Plan, including the payments to be made under the Plan and changes in ownership and control effectuated by the Plan, shall also be waived.

(iv) Default Interest/Penalties/Charges. Except as provided by this Plan, no default interest, late charges, or other penalties arising or accruing after the Petition Date shall be required to be paid to Liberty in connection with the treatment provided under this Plan for Allowed Class 3B Claims, provided, however, that Liberty shall be entitled to charge, collect, and receive default interest, late charges, and other amounts provided by the loan and security documents for the Great Hans Loan in the event of any default under such loan and security documents or this Plan arising after Confirmation.

(v) Collateral. Liberty shall retain all of its liens and security interests in the Debtors’ assets, including the Little Hans Property, the Great Hans Property, the partnership interests in Little Hans, and the partnership interests in Great Hans, granted to it pursuant to the Little Hans Loan and the Big Hans Loan, with the same validity, enforceability, attachment, perfection, priority, and legal rights that existed on the Petition Date.

(vi) Waivers/Consents. Liberty shall be deemed to consent to and approve the transactions and changes to the Debtors contemplated by the Plan, including, without limitation, the payments to the holders of Allowed Claims and Allowed Administrative Claims pursuant to the Plan.

The Class 3B Claim is impaired under the Plan.

(c) Profits Interest Granted to Liberty on Account of Class 3 Secured Claims: To further compensate Liberty for the delays and costs associated with the Great Hans Loan and the Little Hans Loan, and to compensate Liberty for the risks associated with this Plan and the potential subsequent declines in value of its collateral while Debtors attempt to market such collateral at the values ascribed thereto by Debtors, Great Hans, LLLP and Little Hans, LLP each hereby assigns, grants and conveys to Liberty, and Liberty hereby receives from Great Hans,

LLLP and Little Hans, LLP without any further action, notice, or documentation of any kind whatsoever, a “profits participation” in the sales or other dispositions of the Great Hans Property and/or the Little Hans Property calculated as (i) 10% of the “net proceeds” up to \$22,500,000.00, plus (ii) 5% of any “net proceeds” in excess of \$22,500,000.00 received from the sale or disposition of such properties by any of the Debtors or any of their affiliates to any *bona fide*, third party purchaser. For purposes of this Plan the term “net proceeds” shall mean the collective gross sales prices and other consideration received, payable, or exchanged on account of any such sale or other disposition of either or both of such properties after payment of all of Liberty’s allowed Claims and debts secured by such properties in accordance with this Plan and Liberty’s loan and security documents. Such “profits participation” shall not constitute interest under any applicable laws and such “profits participation” shall not violate any applicable usury or other laws governing rates of interest that may be charged by Liberty. Such “profits participation” shall be in addition to any amounts to which Liberty shall be entitled on account of its Class 3 Secured Claims under this Plan or the loan and security documents for the Great Hans Loan and/or the Little Hans Loan and shall be binding upon each of the Debtors, any and all of their affiliates, and their respective successors and assigns (including any trustee, receiver, custodian, or other party that may be subsequently appointed for any of the Debtors, whether in these Chapter 11 cases, any Chapter 7 cases, or under applicable state, federal, or territorial laws) and shall inure to the benefit of Liberty and its successors and assigns. The amounts to which Liberty shall be entitled on account of the “profits participation” granted by this section of the Plan shall be due and payable at the closing of any sale of the Great Hans Property or the Little Hans Property, as the case may be, to a *bona fide* third party purchaser giving rise to such payment, except that any non-cash consideration shall be due and payable when and if actual cash value is ultimately received by liquidation of that non-cash consideration. In the alternative, if non-cash consideration is susceptible of pro-rata distribution, then Liberty shall contemporaneously receive a pro-rata distribution of non-cash at the related closing. The “profits participation” granted to Liberty by this Section of the Plan shall survive any direct or indirect transfer, conveyance, assignment or other disposition of either the Great Hans Property or the Little Hans Property (as the case may be) to any existing or subsequent affiliate of any of the Debtors or resulting from any transaction that is not a *bona fide* sale to a third party and Liberty shall remain entitled to its “profits participation” in the event of any such direct or indirect transfer, conveyance, assignment, or other disposition. For the avoidance of doubt, *bona fide* compensation which may be offered to Bruce Tizes or Peter Morris or Richard Blumberg, either directly or indirectly, for future value and/or services to be provided or rendered by any such persons shall not be included in the definition of consideration upon which the “profits participation” is calculated.

(d) Plan Defaults as to Liberty. In the event Debtors default in the payment or performance of this Plan, Liberty may, at its election, give written notice of such default to the Debtors. The Debtors shall have twelve (12) days from the day notice is sent to cure the default. The notice of default is presumed to have been sent if mailed to the Debtors at PRM Development, LLC, Attn: Michael Meyer, 118 N. Clinton St., Ste. LL366, Chicago, IL 60661 (unless such address is changed by written notice sent to the President of Liberty referencing this Plan).

If the default is not cured within such twelve (12) day period, Liberty may file a motion with the Bankruptcy Court for a declaration that the Plan is in default. If the Bankruptcy Court

determines that Debtor is in default, then Liberty may proceed to exercise its rights and remedies under the Plan, its loan and security documents, and applicable federal, state, or territorial laws. If such motion is filed and the Bankruptcy Court declines to hear such motion, or for any reason, fails to hear such motion within sixty (60) days of a written request for hearing by Liberty, served upon to the Debtors, Liberty may exercise its rights and remedies against the Debtors as if the Bankruptcy Court had determined that a default exists. This notice and opportunity to cure provision will replace any notice and opportunity to cure provisions in the existing notes and loan documents.

If there is any conflict between treatment of Liberty's Class 3 Claims as set forth in the foregoing sections and subsections of this Plan and any other section of the Plan, the treatment as specified herein shall control and prevail. Nothing in the Plan or Confirmation Order shall be construed as (i) satisfying any Allowed Class 3 Claims, (ii) releasing any of the Debtors, or (iii) reducing the amount of Liberty's Class 3 Claims.

(e) Deeds and Partnership Interests Held in Escrow. On or before the Effective Date, Great Hans, LLLP, Little Hans, LLP, and the owner of the Magens Bay Lot will execute and deliver deeds conveying to Liberty any and all of their rights, titles, and interests in and to the Great Hans Property, the Little Hans Property, and the Magens Bay Lot, which deeds shall be held by Liberty in escrow so long as Debtors perform and comply with the provisions of this Plan. On the "Plan Maturity Date", or if there is any default under this Plan, Liberty shall be entitled to record the deeds and receive title to and become the owner of the Great Hans Property, the Little Hans Property, and Magens Bay Lot. Likewise, PRM and EMI shall execute and deliver appropriate documents assigning and conveying all of their partnership and other interests in the Big Hans and Little Hans debtors to Liberty to be held in escrow pending Debtor's compliance with and performance of the Plan. Such deeds, assignments, and conveyances shall be effective automatically upon the "Plan Maturity Date" or upon any prior default under the Plan without any further action or notice whatsoever. The provisions of this section of the Plan will be enforceable and effective upon the Debtors in the event of any subsequent bankruptcy case or other insolvency proceeding of any kind whatsoever prior or subsequent to the "Plan Maturity Date". In the event that any such subsequent voluntary or involuntary bankruptcy or insolvency case is filed as to any of the Debtors, such g Debtor(s) agree that none of them shall directly or indirectly oppose or contest (or cause any other person or entity to oppose or contest) any motions or requests by Liberty to obtain relief from the automatic stay or any other relief that may be required in such case or proceeding to enforce Liberty's rights and remedies under this Plan and to enable Liberty to exercise such rights and remedies promptly.

5.2 Secured Claim of Winnfield: (Class 4) - The Class 4 Claim of Winnfield shall be treated as follows: On December 1, 2010, the Wikil Property reverted to Winnfield pursuant to a non-judicial foreclosure in the State of California. Winnfield, the titleholder of the Wikil Property, has assumed an *in rem* obligation with respect to outstanding *ad valorem* taxes on account of the Wikil Property.

The Class 4 Claim is impaired under the Plan.

5.3 Secured Claim of Foley & Lardner: (Class 5) – This Class consists of the Secured Claim of Foley & Lardner in the principal amount of \$345,461.37 which is secured by a perfected security interest in the proceeds receivable by PRM Development from its ownership interests in Great Hans LLLP and Little Hans LLP. The full amount of Foley & Lardner’s claim shall be Allowed. Allowed Secured Claims in Class 5 will receive the following treatment:

(a) Provided that the Class 3 Secured Claims of Liberty have been paid and satisfied in full from the sale or disposition of its collateral or otherwise and all other amounts due Liberty under this Plan have been paid and satisfied, upon the sale of either the Great Hans Property or the Little Hans Property, whichever occurs first, Foley & Lardner will receive up to one hundred percent (100%) of its Allowed Claim out of cash distributions payable to the Reorganized PRM Development, prior to payment of any Class 6 Claims.

(b) If any balance remains unpaid on Foley & Lardner's Allowed Claim after the payments specified in paragraph (a), such balance shall be paid out of cash distributions payable to the Reorganized PRM Development out of the sale of the other Property, prior to payment of any Class 6 Claims out of such cash distributions.

The Class 5 Claim is impaired under the Plan.

5.4 PRM Development General Unsecured Claims: (Class 6) – This Class consists of any Allowed General Unsecured Claims against PRM Development. Creditors holding Allowed Class 6 General Unsecured Claims shall receive payment of their Allowed Claims out of cash distributions payable to the Reorganized PRM Development up to the Allowed amount of their Claim as a result of the sale of the Little Hans Property and the Great Hans Property.

The Class 6 Claims are impaired under the Plan.

5.5 EMI General Unsecured Claims: (Class 7) – This Class consists of any Allowed General Unsecured Claims against EMI. Creditors holding Allowed Class 7 General Unsecured Claims shall receive payment of their Allowed Claims out of cash distributions payable to the Reorganized EMI up to the Allowed amount of their Claim as a result of the sale of the Little Hans Property and the Great Hans Property.

The Class 7 Claims are impaired under the Plan.

5.6 Great Hans LLP General Unsecured Claims: (Class 8) – This Class consists of any Allowed General Unsecured Claims against Great Hans LLLP. Creditors holding Allowed Class 8 General Unsecured Claims shall receive payment of their Allowed Claims out of cash distributions payable to the Reorganized Great Hans LLLP up to the Allowed amount of their Claim as a result of the sale of the Great Hans Property.

The Class 8 Claims are impaired under the Plan.

5.7 Little Hans LLP General Unsecured Claims: (Class 9) – This Class consists of any Allowed General Unsecured Claims against Little Hans LLP. Creditors holding Allowed Class 9 General Unsecured Claims shall receive payment of their Allowed Claims out of cash

distributions payable to the Reorganized Little Hans LLP up to the Allowed amount of their Claim as a result of the sale of the Little Hans Property.

The Class 9 Claims are impaired under the Plan.

5.8 Equity Interest Holders: (Class 10) – Class 10 Equity Interest Holders, comprised of member interest owners in PRM Development, EMI, Great Hans LLLP and Little Hans LLP, shall retain their interests in PRM Development, EMI, Great Hans LLLP and Little Hans LLP.

Class 10 Claims are impaired under the Plan.

5.9 Payments to the United States Trustee: The Reorganized Debtors shall pay all quarterly fees of the United States Trustee until the Case is closed.

ARTICLE VI MEANS OF IMPLEMENTING THE PLAN

6.1 Marketing of the Property

(a) Debtors intend to employ William Otto of David Jones Real Estate in St. Thomas, USVI to market and sell the Great Hans Property and Little Hans Property on the following terms:

(i) Upon closing of a sale of the Great Hans Property and/or the Little Hans Property, Mr. Otto (or any successor listing broker should Mr. Otto cease to be the listing broker) will be paid a commission not to exceed 5% of the sales price, which commission shall be split and shared with any co-broker or referring broker involved in such transaction as provided below;

(ii) Mr. Otto (or his successor) will be the exclusive listing agent and will be required to consider all offers from co-brokers submitted by Liberty or any of the Debtors in accordance with this Plan and required to provide Liberty with any and all notices, offers, proposals, proposed contracts or any other information relating to either the Great Hans Property or the Little Hans Property at the same time and in the same manner that he furnishes such notices, offers, proposals, proposed contracts, or other information to the Debtors or any of their principals;

(iii) Co-brokers will be paid negotiated commissions for a completed sale solely from the proceeds received at such closing but in no event less than 50% of the total commission;

(iv) Should the listing agreement or other arrangement with Mr. Otto or any other broker employed by any of the Debtors terminate, expire, lapse, or otherwise cease to be in force and effect for any reason whatsoever, or if Mr. Otto or such other broker fails to actively market for sale the Great Hans Property and/or the Little Hans Property, Debtors shall engage a replacement listing broker of Debtors' choosing upon

substantially the same or more favorable terms and conditions as those provide to Mr. Otto within thirty (30) days of such event(s) and will continue to consider all offers in accordance with this Plan.

(iv) Referring brokers and/or referring sources will be paid negotiated commissions for a completed sale but in no event more than 50% of the total commission, and in many instances less than that percentage;

(v) Liberty shall earn and be paid a “finders fee” if either the Great Hans Property or the Little Hans Property is actually sold to a third party purchaser identified or located by Liberty or for which Liberty is otherwise the procuring source. The amount of such “finders fee” shall be 5% of the gross sales price if either the Great Hans or Little Hans properties is sold to a prospective purchaser identified or procured by Liberty within the first 15 days following the Effective Date (regardless whether the actual closing of such sale occurs subsequent to the expiration of such 15 day period), and, thereafter, 4% of the gross sales price for a sale of the applicable property to a prospective purchaser identified or procured by Liberty. Any “finders fee” earned and payable to Liberty under this provision of the Plan shall be in addition to any other amounts due and payable to Liberty on account of its Secured Claims or any other provision of this Plan, including, without limitation, Liberty’s “net profits participation” granted under this Plan. In the event that Liberty earns a “finders fee” under this provision of the Plan, such fee shall be separate from any commission that would be payable to any co-broker or referring broker associated in any manner with Liberty in connection with such sale.

6.2 PRM Development

(a) Sale of the Great Hans Property and Little Hans Property. The Reorganized PRM Development shall assist in the sale of the Great Hans Property and Little Hans Property.

(b) Reorganized Debtor. Upon the Confirmation Date of the Plan, the Reorganized PRM Development shall be the survivor of PRM Development.

(c) Plan Funding. Non-debtor affiliates of PRM Development have committed to fund all payments required to be made by PRM Development under the Plan. The non-debtor affiliates have sufficient funds on hand to make these payments during the term of the Plan and are controlled by Peter Morris.

(d) Cramdown. If any impaired class votes to accept the plan, but not all classes accept the plan, PRM Development will seek confirmation under the cram down provision of § 1129(b) of the Bankruptcy Code.

6.3 EMI

(a) Sale of the Great Hans Property and Little Hans Property. The Reorganized EMI shall assist in the sale of the Great Hans Property and Little Hans Property.

(b) Sale of Magens Bay Lot. The Magens Bay Lot was pledged as collateral for the Great Hans Loan and Little Hans Loan. Reardon Capital, LLC, an affiliate of EMI and owner of the Magens Bay Lot, may, in its sole discretion, list the Magens Bay Lot for sale. If a sale of the Magens Bay Lot is consummated on terms acceptable to Reardon Capital, LLC in its sole discretion, then all net proceeds from such sale will be placed in an escrow account and serve as an interest reserve to be used solely by Debtors' to pay EMI's portion of interest on the Great Hans Loan and Little Hans Loan. If a sale of the Great Hans Lollok island and/or Little Hans Lollok island is completed at any time when funds remain in the Magens Bay related escrow account, and sufficient proceeds are generated from that sale to satisfy the then outstanding and unpaid balance of Liberty's Claims, then the balance of such funds in escrow shall be released to Reardon or as it designates.

(c) Reorganized Debtor. Upon the Confirmation Date of the Plan, the Reorganized EMI shall be the survivor of EMI.

(d) Plan Funding. On March 3, 2011, Tizes and Rick Blumberg, an equity owner of EMI ("Blumberg"), entered into the EMI Reorganization Funding Agreement (the "EMI Funding Agreement") whereby Blumberg has agreed to, among other things, provide EMI with monthly "New Capital" payments of \$29,170.00 (USD) for payment of EMI's proportionate share of monthly adequate protection payments to Liberty. The payments shall commence in March 2011 and continue under the Plan, as proposed and confirmed on a joint basis by the Debtors, for a period of not less than eighteen (18) months. All EMI management decisions shall be require the equal, mutual and contemporaneous consent of both Tizes and Blumberg. As of the date of the EMI Funding Agreement, Blumberg shall perform all administrative functions and tasks associated with the EMI Bankruptcy Case, subject in each instance to prospective review and consent by Tizes. EMI has notified the Court of the terms of the EMI Funding Agreement on an *in camera* basis. Failure of Blumberg to make any monthly payments on behalf of EMI shall give rise to no cause of action of any kind against Blumberg by Tizes, PRM Development, Peter Morris, Liberty, Winnfield or any other party.

(e) Cash Bond. The cash bond held by the United States District Court for the Northern District of Texas pursuant to its Order in the amount of \$57,500.00 will be released and remitted to Liberty for application to payment of monthly interest by EMI required under this Plan. If such funds are released and actually received by Liberty on or before the Effective Date, then such funds shall be applied to the payment due for May 2011 and the remainder for application to the payment of monthly interest by EMI for the second month following such release and receipt. Further, if the cash bond is not released on or before the Effective Date, then EMI through Richard Blumberg shall remit EMI's May 2011 portion of the monthly payment within three (3) Business Days following the Effective Date without any default technical or otherwise. In the event the cash bond is not released and remitted to Liberty on or before the Effective Date and Richard Blumberg makes the May payment, the cash bond shall then be applied to the June and July payments.

(f) Cramdown. If any impaired class votes to accept the plan, but not all classes accept the plan, EMI will seek confirmation under the cram down provision of § 1129(b) of the Bankruptcy Code.

6.4 Certain Mutual Releases; Dismissal of EMI Appeal. Within 10 days following the Effective Date, (a) EMI and Liberty will take all action deemed mutually necessary or advisable, and shall execute and file all pleadings or other documents required by the rules, to dismiss the appeal pending at Case No. 3:10-cv-2205-K in the United States District Court for the Northern District of Texas, Dallas Division, relating to the order entered by the Bankruptcy Court granting Liberty partial relief from the automatic stay in EMI's bankruptcy case, and (b) each of the Debtors, Reorganized Debtors, Liberty, Winnfield, Peter R. Morris, Bruce Tizes, Richard P. Blumberg, Reardon Capital, LLC, and Roark Architecture, LLP shall execute and deliver mutual releases in form and substance reasonably and mutually satisfactory to Debtors, Reorganized Debtors, Liberty, Winnfield, Peter R. Morris, Bruce Tizes, Richard P. Blumberg, Reardon Capital, LLC, and Roark Architecture, LLP and their counsel in respect of any and all claims that such parties may have against each other, including any and all personal liabilities, guarantees claims, obligations, causes of action, debts, liabilities, monetary damages, and demands (however denominated), whether in law, statute, arbitration, mediation, or equity, and whether known or unknown, present or contingent, for any damage, loss, harm, monetary sums due, or injury whatsoever, past or present, known and unknown, fixed and/or contingent, arising in any way connected to any of the Debtors' activities, any of the Debtors' property, Great Hans Property, Little Hans Property, and the Wikil Property, which any of such parties now has or hereafter may have, own or claim to have by reason of any matter whatsoever, provided, however, that such mutual releases shall not in respect of the Debtors or Reorganized Debtors only release or waive (i) any liabilities, obligations, or indebtedness of any of the Debtors or Reorganized Debtors under this Plan or any loan or security documents relating to the Great Hans Loan or the Little Hans Loan or any property securing or collateralizing such loans, (ii) any liabilities or obligations of such parties created by or arising under this Plan, or (iii) any claims that Liberty may possess against any such parties under any guaranty, pledge agreement, or other loan or security document executed by any such party in the event that any of the Debtors fail to comply with and perform the terms and provisions of this Plan as to any of Liberty's Claims, rights, benefits, or entitlements under this Plan. The failure of any of the foregoing parties to execute and deliver any of the foregoing releases required by this section of the Plan shall be a condition to the Effective Date and the failure of EMI to dismiss the referenced appeal promptly shall constitute a default under this Plan.

Furthermore, should the Plan become effective following Confirmation, Liberty and Winnfield will not oppose nor object to any request by any of the Debtors that, irrespective of law made by the Court in connection therewith, the EMI bankruptcy case was not filed in bad faith, and will not oppose nor object to any application or motion by any of the Debtors for an order vacating and entirely setting aside Judge Jernigan's order dated October 7, 2010 and any other findings of fact or conclusions of law that the EMI case was filed in bad faith. Further, Liberty and Winnfield acknowledge that Confirmation and performance of this Plan by EMI remedies or cures any bad faith alleged by Liberty in respect of the filing of the EMI Case.

6.5 Great Hans and Little Hans Marketing and Sales Procedures:

(a) Debtors will establish an 18 month “Marketing Period” for Great Hans Property and the Little Hans Property consisting of two phases. Phase One of such “Marketing Period” will expire on January 31, 2012. Phase Two of such “Marketing Period” will begin on the expiration of Phase One and expire on November 1, 2012.

(b) During the first three calendar months of Phase One of the “Marketing Period”, Debtors will list the Great Hans Property for a gross sale price of no more than \$26,250,000.00 and will list the Little Hans Property for a gross sale price of no more than \$8,750,000.00. During such initial three months of Phase One, Debtors will also list the Great Hans Property and the Little Hans Property collectively for a combined gross sale price of no more than \$35,000,000.00.

(c) During the next six calendar months of Phase One of the “Marketing Period”, unless Liberty otherwise agrees in a writing signed by Liberty, Debtors will list the Great Hans Property for a gross sale price of no more than \$20,000,000.00 and will list the Little Hans Property for a gross sale price of no more than \$9,500,000.00. During such subsequent six months of Phase One, Debtors will also list the Great Hans Property and the Little Hans Property collectively for a combined gross sale price of no more than \$29,500,000.00.

(d) During Phase Two of the “Marketing Period”, unless Liberty otherwise agrees in a writing signed by Liberty, Debtors will list the Great Hans Property for a gross sale price of no more than \$17,500,000.00 and will list the Little Hans Property for a gross sale price of no more than \$7,000,000.00. During such Phase Two, Debtors will also list the Great Hans Property and the Little Hans Property collectively for a combined gross sale price of no more than \$24,500,000.00.

(e) During the “Marketing Period”, Debtors will accept and use its best efforts to close any offer by a prospective purchaser for either or both of the Great Hans Property or the Little Hans Property that equals or exceeds the applicable mandatory individual and/or collective gross sales prices, as the case may be depending upon whether such prospective purchaser is seeking to purchase any one or both of the properties, that Debtors, Liberty, and Debtors’ principals agreed to at the conclusion of the hearing held in the Bankruptcy Court on April 21, 2011, and which the parties will memorialize by a writing executed by them prior to the Effective Date. Debtors will respond to any offer within seven (7) days of such offer being tendered to the listing broker or any of the Debtors. All buyers will be required to demonstrate good faith by depositing at least five percent (5%) of the purchase price into escrow within seven (7) days of execution of a purchase contract and such good faith deposit will become non-refundable no more than ninety (90) days after execution of the purchase contract, unless Liberty consents to an extension of the non-refundable date. If a buyer does not close the transaction within 180 days of entering into a purchase contract, Debtors will accept the next best offer that exceeds the mandatory individual or collective gross sales prices, unless Liberty consents to an extended closing date.

(f) Debtor’s failure to accept any offer or proposal from a prospective purchaser for a gross sales price for either or both of the properties equal to or in excess of such agreed upon gross sales prices shall constitute a default under this Plan and shall entitle Liberty

to exercise its rights and remedies on account of such default in accordance with its treatment in Article V of this Plan.

(g) In the event that Debtors are unable to close a sale of the Great Hans Property and/or the Little Hans Property during the “Marketing Period” on or prior to the end of Phase Two, Debtors will then schedule and conduct a public auction of either or both such properties to be held prior to November 1, 2012. Debtors will give Liberty at least thirty (30) days written notice of the date, time, and location of such auction. Liberty shall be entitled to credit bid its then remaining Claims at such public auction and to be the successful purchaser at such sale if it submits the highest offer for such properties.

(h) All net sales proceeds realized from the sale of either the Great Hans Property or the Little Hans Property (including, but not limited to, any deposits or earnest money forfeited by or retained from any prospective purchaser who fails to close a proposed transaction) shall be paid to Liberty for application to Liberty’s debts and claims in accordance with this Plan and Liberty’s loan and security documents. The Great Hans Property and the Little Hans Property will continue to be cross-collateralized and so long as any portion of Liberty’s debt and Claims remain unpaid and unsatisfied (including any “profits participation” interests or amounts) no sales proceeds shall be paid to any other creditor or party.

(i) Debtors shall have the opportunity to negotiate all offers for the Great Hans Property and/or the Little Hans Property, titleholders, and/or associated property for the purpose of obtaining the highest possible offer or price for any such property, provided, however, that copies of all counter-offers and other information related to such counter-offer made by any of the Debtors are provided to Liberty at the same time as such counter-offer is made to the prospective purchaser. The requirements of such negotiations will be further detailed in the written stipulation as to minimum acceptance prices to be executed by Liberty and Debtors prior to the Effective Date and filed with the Court under seal.

6.6 Extension of Marketing Period: If during the “Marketing Period” described above, Debtors sell the Great Hans Property for a gross sales price greater than or equal to \$7.5 million or the Little Hans Property for a gross sales price greater than or equal to \$4.5 million, then the phase of the “Marketing Period” then in effect and the term of the then remaining unpaid loan of Liberty may be extended for a additional period of twelve (12) months provided that (a) all net sales proceeds from such sale are applied to Liberty’s loans, (b) the loan associated with the island sold is paid in full, together with all fees and expenses due under the loan and security documents and those due under this Plan, (c) all accrued and unpaid interest is paid on the remaining Liberty loan, and (d) interest that will accrue at 10% on the remaining Liberty loan through the end of the extended “Marketing Period” is prepaid from such net sales proceeds or otherwise.

6.7 Real Estate Taxes. All *ad valorem* property taxes imposed against the Great Hans Property and/or the Little Hans Property by the United States Virgin Islands or any other taxing authority following Confirmation of the Plan will be paid as required by the applicable taxing authority.

6.8 Reorganized Debtors. Upon the Confirmation Date of the Plan, the Reorganized Great Hans LLLP shall be the survivor of Great Hans LLLP and the Reorganized Little Hans LLP shall be the survivor of Little Hans LLP.

6.9 Plan Funding. PRM Development and EMI shall make all payments required under the Plan as discussed above.

6.10 Cramdown. If any impaired class votes to accept the plan, but not all classes accept the plan, Great Hans LLLP and Little Hans LLP will seek confirmation under the cram down provision of § 1129(b) of the Bankruptcy Code.

6.11 Conditions Precedent to Effective Date. The Effective Date shall not occur, and the Plan shall not become effective, until and unless Debtors and their affiliates have complied with the execution and the delivery of the deeds, assignments, and releases required by Sections 5.1 and 6.4 of this Plan.

ARTICLE VII

PROVISIONS FOR THE REJECTION OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES

7.1 General Assumption of Executory Contracts: All executory contracts and unexpired leases of Debtors (including, but not limited to, those listed on Debtors' Schedules) which are not expressly rejected on or before 90 days after the Confirmation Date or not otherwise specifically treated in this Plan or in the Confirmation Order shall be deemed to have been assumed on the Confirmation Date. The Court shall retain jurisdiction to effectuate any post-confirmation assumption and assignment of leases, and such assumption and assignments shall be performed pursuant to § 365 of the Code. Each prepetition executory contract and unexpired lease will be assumed only to the extent that any such contract or lease constitutes an executory contract or unexpired lease. Listing a contract or lease as an executory contract or unexpired lease will not constitute an admission by Debtors or Debtors-in-Possession that such contract or lease is an executory contract or unexpired lease or that Debtors or Debtors-in-Possession has any liability thereunder. The Confirmation Order shall constitute an order of the Bankruptcy Court approving assumption under § 365 of the Bankruptcy Code as of the Effective Date. The Reorganized Debtors shall continue to have all rights of assignment contained in 11 U.S.C. § 365 of any executory contract or unexpired lease following confirmation of this Plan.

7.2 Cure of Defaults: The Reorganized Debtors shall cure all defaults existing under any assumed Executory Contract pursuant to the provisions of §§ 1123(a)(5)(G) and 365 (b) of the Code, by paying the amount, if any, claimed by any party to such Executory Contract as set forth in a proof of claim, which shall be filed with the Court within fifteen (15) days after the Confirmation Date and shall be titled "Assumption Cure Proof of Claim." Alternatively, the Reorganized Debtors may pay such amount as may be agreed upon between the Reorganized Debtors and any party to such Executory Contract, provided an Assumption Cure Proof of Claim is timely filed within fifteen (15) days after the Confirmation Date. Payment of any amount claimed in an Assumption Cure Proof of Claim or otherwise agreed to shall be in full satisfaction, discharge and cure of all such defaults (including any other Claims filed by any such

party as a result of such defaults), provided, however, that if, the Reorganized Debtors file, within sixty (60) days of the filing of an Assumption Proof of Claim, an objection in writing to the amount set forth, the Court shall determine the amount actually due and owing in respect of the defaults or shall approve the settlement of any such Claims. Payment of such Claims shall be made by the Reorganized Debtors on the later of: (1) ten (10) Business Days after the expiration of the sixty (60) day period for filing an objection in respect of any Assumption Cure Proof of Claim filed pursuant to this section; or (ii) when a timely objection is filed, ten (10) Business Days after an order of the Court allowing such Claim becomes a Final Order.

7.3 Claims for Damages: Any Claims based upon rejection of an executory contract or unexpired lease under the Plan must be filed with the Bankruptcy Court and served on the Reorganized Debtors such that they are actually received within thirty (30) days of the entry of an order rejecting such contract or lease. Objections to any such proof of claim shall be filed not later than thirty (30) days after receipt of such claim. The Court shall determine any such objections, unless they are otherwise resolved. All Allowed Claims for rejection damages shall be treated as Class 6, 7, 8 or 9 claims, as applicable. Any claim not filed within such time will be forever barred from assertion against Debtors or their Estates.

7.4 Reservation of Rights: Debtors reserve the right to file applications for the assumption or rejection of any executory contract or unexpired lease at any time prior to 90 days after the Confirmation Date.

7.5 Proofs of Claims: Each entity that is a party to an executory contract or unexpired lease rejected at Confirmation, and only such entity, shall be entitled to file, not later than thirty (30) days after the Confirmation Date or such later date specified by the Court in the Confirmation Order or in an Order approving such rejection, a proof of claim for damages alleged to have arisen from the rejection of the contract or lease to which such entity is a party.

ARTICLE VIII

MODIFICATION OF THE PLAN

8.1 Amendments Prior to Confirmation Date: Debtors may modify the Plan prior to Confirmation, and the Plan, as amended shall become the new Plan of Reorganization.

8.2 Amendments After Confirmation Date: Debtors may modify the Plan before its substantial consummation, provided that the Plan, as modified, meets the requirements of the Bankruptcy Code, and the Court, after notice and hearing, confirms this Plan, as modified.

8.3 Effect on Claims: A Holder of a Claim that has accepted or rejected this Plan shall be deemed to have accepted or rejected, as the case may be, this Plan, as modified, unless, within the time fixed by the Court, such holder changes its previous acceptance or rejection.

ARTICLE IX
RETENTION OF JURISDICTION

9.1 Purposes: Notwithstanding entry of the Confirmation Order, this Court shall retain jurisdiction over the Chapter 11 Cases for the following purposes:

- i. to determine any and all objections to the allowance of Claims or Interests, both before and after the Confirmation Date, including any objections to the classification of any claim or interest;
- ii. to determine any and all applications for fees and expenses authorized to be paid or reimbursed in accordance with § 503(b) of the Bankruptcy Code or this Plan;
- iii. to determine any and all pending applications for the assumption or rejection of executory contracts or for the rejection or assumption and assignment, as the case may be, of unexpired leases to which any Debtor is a party or with respect to which it may be liable; to hear and determine any actions to void or terminate unexpired contracts or leases; and to hear and determine and, if need be, to liquidate any and all claims arising therefrom;
- iv. to hear and determine any and all actions initiated by the Reorganized Debtors, whether by motion, complaint or otherwise;
- v. to determine any and all applications, motions, adversary proceedings and contested matters pending before the Court on the Confirmation Date or filed or instituted after the Confirmation Date;
- vi. to modify this Plan, the Disclosure Statement or any document created in connection with this Plan or remedy any defect or omission or reconcile any inconsistency in any Order of the Court, this Plan, the Disclosure Statement or any document created in connection with this Plan, in such manner as may be necessary to carry out the purposes and effects of this Plan to the extent authorized by the Bankruptcy Code;
- vii. to ensure that the distribution is accomplished in accordance with the provisions of this Plan;
- viii. to allow, disallow, determine, liquidate or estimate any claim or interest and to enter or enforce any order requiring the filing of any such claim or interest before a particular date;

- ix. to enter such orders as may be necessary to interpret, enforce, administer, consummate, implement and effectuate the operative provisions of this Plan, the Confirmation Order and all documents and agreements provided for herein or therein or executed pursuant hereto or thereto including, without limitation, entering appropriate orders to protect Debtors from creditor actions;
- x. to hear any other matter not inconsistent with Chapter 11 of the Bankruptcy Code and/or applicable bankruptcy law and/or applicable bankruptcy law;
- xi. to enter and implement such orders as may be appropriate in the event the Confirmation Order is for any reason stayed, reversed, revoked or vacated;
- xii. to determine such other matters as may arise in connection with this Plan, the Disclosure Statement or the Confirmation Order;
- xiii. to enforce all orders, judgments, injunctions, and rulings entered in connection with the Cases;
- xiv. to determine all issues relating to the Claims of the IRS, and other taxing authorities, state or federal;
- xv. to determine any avoidance actions brought pursuant to the provisions of the Bankruptcy Code; and
- xvi. to enter a Final Order and final decree closing the Chapter 11 Cases.

9.2 Exclusive Jurisdiction: The Court shall have exclusive jurisdiction to resolve all controversies, suits and disputes that may arise in connection with the interpretation, enforcement, consummation, implementation or administration of this Plan, the Confirmation Order or the Disclosure Statement and all entities shall be enjoined from commencing any legal or equitable action or proceeding with respect to such matters in any other court or administrative or regulatory body.

9.3 Abstention: If the Court abstains from exercising jurisdiction or is otherwise without jurisdiction over any matter arising out of the Chapter 11 Cases, including the matters set forth in this Article IX, this Article IX shall have no effect upon and shall not control, prohibit or limit the exercise of jurisdiction by any other court having competent jurisdiction with respect to such matter.

9.4 Closing of Case: The Reorganized Debtors shall file an application for final decree and to close the Chapter 11 Cases and promptly set a hearing no later than twelve (12) months after the Effective Date, or show cause to the Court within such period why the Court should not enter a final decree. Any adversary proceeding that is a Cause of Action shall survive

the entry of a final decree and closing of the Chapter 11 Cases, and jurisdiction shall be retained over such proceeding.

ARTICLE X CAUSES OF ACTION

10.1 Retention of Causes of Action: All Claims and Causes of Action owned by Debtors, Causes of Action that could have been brought by a Creditor on behalf of Debtors, and all Causes of Action created by the Bankruptcy Code not waived or released under the Plan may be pursued by the Reorganized Debtors for the benefit of the Creditors, as provided herein, including, but not limited to Causes of Action arising in and under Chapter 5 of the Bankruptcy Code. The Reorganized Debtors shall have the exclusive right to settle or compromise all such Causes of Action subject to Court approval. Court approval is not required to settle or compromise any collection activities relating to any and all accounts receivable.

10.2 Debtors have not yet concluded their analysis of existing claims and Causes of Action and expressly reserve the right to continue such analysis. All Claims and Causes of Action owned by Debtors, Causes of Action that could have been brought by a Creditor on behalf of Debtors, and all Causes of Action created by the Bankruptcy Code not expressly waived or released under the Plan may be pursued by the Reorganized Debtors for the benefit of the Creditors, as provided herein, including, but not limited to Causes of Action arising in and under Chapter 5 of the Bankruptcy Code. The Reorganized Debtors shall have the exclusive right to settle or compromise all such Causes of Action subject to Bankruptcy Court approval. Bankruptcy Court approval is not required to settle or compromise any collection activities relating to any and all accounts receivable.

ARTICLE XI RESOLUTION OF UNDETERMINED CLAIMS

11.1 Procedure: Within sixty (60) days from the Effective Date, unless such date is extended by Order of the Court after notice and hearing, the Reorganized Debtors may file with the Court objections to Claims and Interests and shall serve a copy of each such objection upon the Holder of the Claim or Interest to which such objection pertains. Unless otherwise ordered by the Court, the Reorganized Debtors shall litigate to judgment, settle or withdraw objections to contested claims.

11.2 Allowance of Claims: At the time, and to the extent that an Undetermined Claim becomes an Allowed Claim, such Allowed Claim shall be entitled to such distributions as provided under the Plan. Such distributions shall be made in the manner provided for by this Plan and the terms of any Final Order of the Court with respect to such Allowed Claim. In the event that Debtors make any distributions to creditors at any time prior to a determination of allowance of an Undetermined Claim, payments on such Undetermined Claim will commence and be due and payable on the first quarterly payment date following the date of the order allowing such claim, and shall be re-amortized to equal an amount sufficient to fully pay the Allowed Claim.

11.3 Rights of Creditors: Unless and until an Undetermined Claim becomes an Allowed Claim, no creditor holding such a claim shall have any claim against the distribution held or reserved by the Reorganized Debtors with respect to such claim.

ARTICLE XII

GENERAL PROVISIONS

12.1 Certain Rights Unaffected: Except as otherwise provided herein, any rights or obligations which Debtors' creditors may have among themselves as to their respective claims or the relative priority or subordination thereof.

12.2 Headings: The article and section headings used in this Plan are inserted for convenience and reference only and neither constitutes a part of this Plan nor in any manner affects the terms, provisions or interpretations of this Plan.

12.3 Severability: Should any term or provision in this Plan be determined to be unenforceable, such determination shall in no way limit or affect the enforceability and operative effect of any other term or provision of this Plan.

12.4 Governing Law: Except to the extent that the Bankruptcy Code is applicable, the rights and obligations arising under this Plan and any documents, agreements and instruments executed in connection with this Plan (except to the extent such documents, agreements and instruments designate otherwise) shall be governed by, and construed and enforced in accordance with, the laws of the State of Texas.

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

12.6 Discharge of Claims: Except as otherwise provided herein or in the Confirmation Order, the rights afforded in the Plan and the payments and distributions to be made hereunder shall discharge all existing debts and Claims of any kind, nature, or description whatsoever against Debtors and the Reorganized Debtors or any of its assets or properties to the extent permitted by § 1141 of the Bankruptcy Code; upon the Effective Date, all existing Claims against Debtors and the Reorganized Debtors shall be, and shall be deemed to be discharged; and all holders of Claims shall be precluded from asserting against the Reorganized Debtors or any of its assets or properties, any other or further Claim based upon any act or omission, transaction or other activity of any kind or nature that occurred prior to the Effective Date, whether or not such holder filed a proof of claim. Notwithstanding the foregoing, neither the discharge provided by this Section 12.6 nor any other provision of this Plan shall discharge or constitute a discharge of any Claim of Liberty against any of the Debtors, any Property of any of the Debtors, or any lien, security interest, or other encumbrance possessed by Liberty on the Magens Bay Lot.

12.7 Discharge of Debtors: Except as otherwise provided herein or in the Confirmation Order, any consideration distributed under the Plan shall be in exchange for and in

complete satisfaction, discharge, and release of all Claims of any nature whatsoever against Debtors or any of its assets or properties; and except as otherwise provided herein, upon the Effective Date, Debtors shall be deemed discharged and released to the extent permitted by § 1141 of the Bankruptcy Code from any and all Claims, including but not limited to demands and liabilities that arose before the Effective Date, whether or not (a) a proof of claim based upon such debt is filed or deemed filed under § 501 of the Bankruptcy Code; (b) a claim based upon such debt is allowed under § 502 of the Bankruptcy Code; or (c) the holder of the claim based upon such debt has accepted the Plan. Except as provided herein, the Confirmation Order shall be a judicial determination of discharge of all liabilities of Debtors. Except as provided herein, pursuant to § 524 of the Bankruptcy Code, such discharge shall void any judgment against Debtors at any time obtained to the extent it relates to a claim discharged, and operates as an injunction against the prosecution of any action against Debtors or the property of Debtors, to the extent it relates to a claim discharged. Notwithstanding the foregoing, neither the discharge provided by this Section 12.7 nor any other provision of this Plan shall discharge or constitute a discharge of any Claim of Liberty against any of the Debtors or any Property of any of the Debtors.

12.8 Exculpations: Debtors' professionals shall not have or incur any liability to any holder of a Claim for any act, event, or omission in connection with, or arising out of, the confirmation of the Plan, the consummation of the Plan, or the administration of the Plan or the property to be distributed under the Plan, except for willful misconduct or gross negligence.

12.9 Injunctive Relief: Except as provided herein, on and after the Confirmation Date, all creditors and persons acting in concert with them are enjoined and restrained pursuant to § 105 of the Code from taking any action to correct or enforce any Claim directly or indirectly against the Reorganized Debtors in any manner inconsistent with the terms contained in the Plan. The discharge granted by this Plan voids any judgment that any enjoined party may obtain at any time with respect to any debt discharged.

12.10

Dated: May 10, 2011.

PRM Development, LLC

By: PRM Management of Illinois, Inc.,
Its Manager

By: /s/ Peter R. Morris
Peter R. Morris, President

Econometrics Management, Inc.

By: /s/ Bruce R. Tizes
Bruce R. Tizes, President

Hans Lollick Land Company, LLLP

By: PRM Development, LLC,
Its General Partner

By: PRM Management of Illinois,
Inc., Its Manager

By: /s/ Peter R. Morris
Peter R. Morris,
President

By: Econometrics Management, Inc.,
Its General Partner

By: /s/ Bruce R. Tizes
Bruce R. Tizes, President

Little Hans Lollick Holdings, LLP

By: PRM Development, LLC,
Its Partner

By: PRM Management of Illinois,
Inc., Its Manager

By: /s/ Peter R. Morris
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