

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF NORTH CAROLINA
(Charlotte Division)

In re:)
)
Joshua and Andrea Farmer) Chapter 11
) Case No. 10-40270
Debtors.)
-----)
In re:)
)
Raymond and Diane Farmer) Chapter 11
) Case No. 10-40269
Debtors.)
-----)

**JOINT DISCLOSURE STATEMENT OF JOSHUA and ANDREA FARMER
AND
RAYMOND and DIANE FARMER
RELATING TO PLAN OF REORGANIZATION
PURSUANT TO SECTION 1125 OF THE BANKRUPTCY CODE**

Dated: Charlotte, North Carolina
July 6, 2010

Hamilton Moon Stephens Steele & Martin, PLLC
Travis W. Moon (Bar No. 3067)
Richard S. Wright (Bar No. 24622)
Andrew T. Houston (Bar No. 36208)
201 South College Street, Suite 2020
Charlotte, NC 28244

Counsel for the Debtors

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**ARTICLE I
INTRODUCTION AND OVERVIEW**

NO REPRESENTATIONS CONCERNING THE DEBTOR, ITS BUSINESS, OR FUTURE OPERATIONS, OTHER THAN THOSE SPECIFICALLY SET FORTH HEREIN, HAVE BEEN AUTHORIZED BY THE DEBTOR.

A. GENERAL

On April 5, 2010, Raymond B. Farmer and Diane P. Farmer filed a voluntary petition for relief under Chapter 11 of Title 11 of the United States Code, 11 U.S.C. § 101 *et seq.* (the “Bankruptcy Code”), in the United States Bankruptcy Court for the Western District of North Carolina (the “Bankruptcy Court”). Joshua B. Farmer and Andrea G. Farmer also filed a voluntary petition for relief under Chapter 11 of Title 11 of the Bankruptcy Code in the Bankruptcy Court on April 5, 2010. The Honorable George R. Hodges, United States Bankruptcy Judge, has presided over these chapter 11 cases at all times since their inception.

The Bankruptcy Court directed that the cases be jointly administered in an Order entered in each proceeding on May 10, 2010. Therefore, whenever applicable, the two cases are referred to jointly as the “Chapter 11 Case.” Likewise, whenever applicable, Raymond B. Farmer and Diane P. Farmer, along with Joshua B. Farmer and Andrea G. Farmer, are referred to collectively as the “Debtor.” The Debtor continues in possession of its properties and the management of its business as a “debtor in possession” pursuant to §§ 1107 and 1108 of the Bankruptcy Code. An Official Committee of Unsecured Creditors was not appointed in the Chapter 11 Case due to a lack of interest. Neither a chapter 11 trustee nor an examiner has been appointed in the Chapter 11 Case.

Contemporaneously herewith, the Debtor has filed the “Plan of Reorganization of Joshua and Andrea Farmer and Raymond and Diane Farmer, Pursuant to Section 1121(a) of the Bankruptcy Code” (the “Plan”). The Plan sets forth the proposed reorganization of the Debtor’s chapter 11 estate (the “Estate”) and the distribution of recoveries to creditors (collectively, the “Creditors”) of the Estate. A copy of the Plan is attached as Exhibit A to this disclosure statement (the “Disclosure Statement”).

Pursuant to § 1126 of the Bankruptcy Code, the Debtor is soliciting acceptances of the Plan from the classes of Claims entitled to vote on the Plan. This Disclosure Statement is submitted pursuant to § 1125 of the Bankruptcy Code in order to provide information of the kind necessary to enable a hypothetical reasonable investor to make an informed judgment in the exercise of his/her/its right to vote on the Plan.

B. PURPOSE OF DISCLOSURE STATEMENT

The Debtor provides this Disclosure Statement in order to permit eligible parties to make an informed decision in voting to accept or reject the Plan.

This Disclosure Statement is presented to all Creditors in order to satisfy the requirements of § 1125 of the Bankruptcy Code. Section 1125 requires a disclosure statement to provide information sufficient to enable a hypothetical and reasonable investor, typical of the Creditors, to make an informed judgment whether to accept or reject the Plan. This Disclosure Statement may not be relied upon for any purpose other than that described above.

THIS DISCLOSURE STATEMENT AND THE PLAN ARE AN INTEGRAL PACKAGE, AND THEY MUST BE CONSIDERED TOGETHER FOR THE READER TO BE ADEQUATELY INFORMED.

NO REPRESENTATIONS CONCERNING THE DEBTOR (PARTICULARLY AS TO THE VALUE OF ITS PROPERTY) ARE AUTHORIZED BY THE DEBTOR OTHER THAN AS SET FORTH IN THIS DISCLOSURE STATEMENT. ANY REPRESENTATIONS OR INDUCEMENTS MADE TO SECURE YOUR ACCEPTANCE OF THE PLAN OTHER THAN AS CONTAINED IN THIS DISCLOSURE STATEMENT SHOULD NOT BE RELIED UPON BY YOU IN ARRIVING AT YOUR DECISION, AND SUCH ADDITIONAL REPRESENTATIONS AND INDUCEMENTS SHOULD BE REPORTED TO COUNSEL FOR THE DEBTOR, WHO SHALL IN TURN DELIVER SUCH INFORMATION TO THE BANKRUPTCY COURT FOR SUCH ACTION AS MAY BE APPROPRIATE.

THE INFORMATION CONTAINED IN THIS DISCLOSURE STATEMENT, INCLUDING THE INFORMATION CONTAINED IN THE EXHIBITS ATTACHED HERETO, HAS NOT BEEN SUBJECT TO AN AUDIT OR INDEPENDENT REVIEW. ACCORDINGLY, THE DEBTOR IS UNABLE TO WARRANT OR REPRESENT THAT THE INFORMATION CONCERNING THE DEBTOR OR ITS FINANCIAL CONDITION IS ACCURATE OR COMPLETE. ANY PROJECTED INFORMATION CONTAINED IN THIS DISCLOSURE STATEMENT HAS BEEN PRESENTED FOR ILLUSTRATIVE PURPOSES ONLY, AND BECAUSE OF THE UNCERTAINTY AND RISK FACTORS INVOLVED, THE DEBTOR’S ACTUAL RESULTS MAY NOT BE AS PROJECTED HEREIN.

ALTHOUGH AN EFFORT HAS BEEN MADE TO BE AS ACCURATE AS POSSIBLE UNDER THE CIRCUMSTANCES, THE DEBTOR DOES NOT WARRANT OR REPRESENT THAT THE INFORMATION CONTAINED IN THIS DISCLOSURE STATEMENT IS CORRECT. THE DISCLOSURE STATEMENT CONTAINS ONLY A SUMMARY OF THE PLAN. EACH CREDITOR WHO IS ENTITLED TO VOTE ON THE PLAN IS URGED TO REVIEW THE PLAN PRIOR TO CASTING ITS VOTE.

THE STATEMENTS CONTAINED IN THIS DISCLOSURE STATEMENT ARE MADE AS OF THE DATE OF THE DISCLOSURE STATEMENT UNLESS ANOTHER TIME IS SPECIFIED. THE DELIVERY OF THIS DISCLOSURE STATEMENT SHALL NOT UNDER ANY CIRCUMSTANCES CREATE AN IMPLICATION THAT THERE HAS NOT BEEN ANY CHANGE IN THE FACTS SET FORTH SINCE THE DATE OF THE DISCLOSURE STATEMENT.

SCHEDULES OF THE ASSETS AND LIABILITIES OF THE DEBTOR AS OF THE PETITION DATE (COLLECTIVELY, AS MAY BE AMENDED FROM TIME TO TIME, THE "SCHEDULES") ARE ON FILE WITH THE CLERK OF THE BANKRUPTCY COURT AND MAY BE INSPECTED BY INTERESTED PARTIES DURING REGULAR BUSINESS HOURS.

THIS DISCLOSURE STATEMENT HAS BEEN PREPARED IN ACCORDANCE WITH § 1125 OF THE BANKRUPTCY CODE AND NOT IN ACCORDANCE WITH FEDERAL OR STATE SECURITIES LAW OR OTHER APPLICABLE NONBANKRUPTCY LAW. ENTITIES HOLDING OR TRADING IN OR OTHERWISE PURCHASING, SELLING, OR TRANSFERRING CLAIMS AGAINST, INTERESTS IN, OR SECURITIES OF THE DEBTOR SHOULD EVALUATE THIS DISCLOSURE STATEMENT ONLY IN LIGHT OF THE PURPOSE FOR WHICH IT WAS PREPARED.

THIS DISCLOSURE STATEMENT HAS NOT BEEN APPROVED OR DISAPPROVED BY THE SECURITIES AND EXCHANGE COMMISSION NOR HAS THE COMMISSION PASSED UPON THE ACCURACY OR ADEQUACY OF THE STATEMENTS CONTAINED HEREIN.

The Honorable George R. Hodges will hold a hearing on confirmation of the Plan (the "Confirmation Hearing") in the United States Bankruptcy Court, Charles Jonas Federal Building, 401 West Trade Street, Charlotte, North Carolina, on [_____]. At the Confirmation Hearing, the Bankruptcy Court will consider whether the Plan satisfies the requirements of the Bankruptcy Code, including whether the Plan is in the best interests of the Creditors, and will review the ballot reports concerning votes cast for acceptance and rejection of the Plan.

C. BRIEF OVERVIEW OF THE DEBTOR AND THE PLAN

1. History of the Debtor

Prior to March 31, 2010, Joshua Farmer and Raymond Farmer each owned one-half of the membership interests in the following limited liability companies: (i) Wildewood Apartments of Spartanburg, LLC, a South Carolina limited liability company; (ii) Meadow Green Apartments, LLC, a South Carolina limited liability company; (iii) East Ridge Apartments, LLC, a South Carolina limited liability company; (iv) Timbercreek Apartments, LLC, a South Carolina limited

liability company; (v) Groves Apartments, LLC, a South Carolina limited liability company; (vi) Georgetown Village Apartments, LLC, a South Carolina limited liability company; (vii) Gaffney Apartments, LLC, a South Carolina limited liability company; and (viii) Two Mile Properties, LLC, a North Carolina limited liability company (collectively, the "Entities"). Each of the Entities owned certain real property and improvements, which were used as apartment complexes and other rental properties (the "Properties"). The Entities derived substantially all of their revenues from rents related to the Properties.

Joshua Farmer and Raymond Farmer also each owned one-half of the membership interests in a separate, North Carolina limited liability company, Two Mile Enterprises, LLC, which managed the various Properties pursuant to contracts with the Entities.

On or about March 30, 2010, each Entity executed the following documents:

(a) Minutes of the Meeting of the Members, whereby it was resolved that "all assets of the company, including all real and personal property and all tangible and intangible assets, be transferred to [Raymond Farmer and Joshua Farmer] in a ratio equal to each member's proportional membership interest in the company in consideration of the member's assuming liabilities of the company per the company's accounting records";

(b) a Consent Resolution authorizing each Entity to transfer to the Farmers "all of the Company's assets, subject to all liens and encumbrances";

(c) a Bill of Sale, transferring to the Farmers all of the Entities interest in "furniture, fixtures, equipment and other tangible personal property that is now affixed to and/or located at the Real Property . . . and used in connection with the management, operation or repair of the Real Property"; and

(d) a quit-claim deed or non-warranty deed transferring the real property owned by the Entities to the Farmers.

Between April 1 and April 5, 2010, each Entity also filed either Articles of Dissolution (in North Carolina) or Articles of Termination (in South Carolina). As a result of these transfers, each of the Properties is now owned by Joshua Farmer and Raymond Farmer jointly, subject to the liens and encumbrances of each Entity's creditors.

2. Description of the Properties

The following is a brief description of the Properties, the continued operations of which will provide a key source of funding for the Plan.

Properties Formerly Owned by Gaffney Apartments, LLC:

Creekside Apartments. Creekside Apartments is a 92 unit apartment community located on the west side of Gaffney, South Carolina on Overbrook Drive. It consists of 6 buildings of townhome style apartments, with 6 units per building, and two four-story buildings of garden style apartments, with 28 units per building. The breakdown of units is 14 one bedroom/one-bathroom garden units, 4 one bedroom/one-bathroom townhome units, 42 two-bedroom/two-bathrooms

garden units, 24 two-bedroom/1.5 bathrooms townhome units, and 8 three-bedroom/1.5 bathrooms townhome units. There is a playground, swimming pool, laundry facility, and fitness center located on site.

Magnolia Ridge Apartments. Magnolia Ridge Apartments is an 84 unit apartment community located on the east side of Gaffney, South Carolina on Goldmine Springs Road. It consists of 12 buildings of garden style apartments. There are four buildings with four units each, and eight buildings with eight units each. The breakdown of units is 12 efficiency, 16 one-bedroom/one-bathroom, 32 two-bedroom/one-bathroom, 20 three-bedroom/one-bathroom, and 4 four-bedroom/two-bathrooms. There is a playground, and laundry facility located on site.

Properties Formerly Owned by Two Mile Properties, LLC:

Addison Townhomes. Addison Townhomes is a 54 unit apartment community located in Taylors, South Carolina on Watson Road. It consists of four buildings of townhome style apartments. The breakdown of units is 13 one-bedroom/one bathroom, 25 two-bedroom/1.5 bathrooms, and 6 three-bedroom/1.5 bathrooms. Internet service is provided without charge to the residents.

Creekside Mini-Storage. Creekside Mini-Storage is an 81 unit mini-storage facility located on the west side of Gaffney, South Carolina on Overbrook Drive. The breakdown of units is 18 5ft x10ft, 15 5ft x15ft, 13 10ft x10ft, 24 10ft x15ft, and 10 10ft x 20ft.

Mayse Road Houses are fifteen houses located on Mayse road, Forest City, North Carolina. They are located on one street consisting of twelve three bedroom/one bath, and three two bedroom/one bath houses. The three bedroom houses are approximately 1000 sq ft each and the two bedroom houses are approximately 800 sq ft each.

Winchester Drive Houses. The Winchester Drive Houses are five houses located on Winchester Drive in Ellenboro, North Carolina. They are located on one street consisting of (5) three bedroom/one bath houses. All five houses are master-leased to Hansen Industrial Controls, Inc. Additionally, Hansen Industrial Controls, Inc. has an option to purchase the houses individually.

Others:

Wildewood Apartments. Wildewood Apartments is a 369 unit apartment community located on the north side of Spartanburg, South Carolina on Bryant Road. It consists of 23 buildings with 16 garden style units each. The breakdown of units is 112 one-bedroom/one-bathroom, 128 two-bedrooms/two-bathroom, and 129 three-bedroom/two-bathrooms. There are two swimming pools, two tennis courts, a playground, fitness center, and a picnic area located at the property. Wi-Fi is also provided at the clubhouse.

East Ridge Apartments. East Ridge Apartments is a 144 unit apartment community located on the east side of Spartanburg, South Carolina on Regency Road. It consists of 18 buildings with eight garden style units each. The breakdown of units is 55 one-bedroom/one-bathroom, 73 two-bedroom/one-bathroom, and 16 three-bedroom/two bathrooms. There is a swimming pool and laundry facility located on the property. Internet services are provided without charge to the residents.

Meadow Green Apartments. Meadow Green Apartments is a 116 unit apartment community located on the east side of Spartanburg, South Carolina on Fernwood-Glendale road. It consists of 8 buildings of garden style apartment homes. The breakdown of units is 28 one-bedroom/one-bathroom, 72 two-bedroom/1.5 bathrooms, and 16 three-bedroom/two-bathrooms. There is a swimming pool and laundry facility located on the property.

Timbercreek Apartments. Timbercreek Apartments is a 116 unit apartment community located on the west side of Spartanburg, South Carolina on Camelot Drive. It consists of 11 buildings of garden-style apartments. The breakdown of units is 32 one-bedroom/one-bathroom, 64 two-bedroom/1.5 bathrooms, and 20 three-bedroom/two-bathrooms. There is a swimming pool and playground located on the property. Internet services are provided without charge to the residents.

Georgetown Village Townhomes. Georgetown Village Townhomes is a 74 unit apartment community located on the west side of Spartanburg, South Carolina on John B. White Sr. Blvd. It consists of 8 buildings of townhome-style apartments. The breakdown of units is seven one-bedroom/1.5 bathrooms, 60 two-bedroom/1.5 bathrooms, and seven three-bedroom/1.5 bathrooms. There is a swimming pool, playground and laundry facility located on the property.

Groves Apartments. Groves Apartments is a gated 132 unit apartment community located on the north side of North Augusta, South Carolina on Groves Blvd. It consists of 18 buildings of garden and townhome style apartments. The breakdown of units is 33 one-bedroom/one-bathroom garden style, 75 two-bedroom/1.5 bathrooms, and 24 three-bedroom/1.5 bathrooms. There is a swimming pool, playground, and laundry facility on the property.

3. Reasons for the Chapter 11 Filing(s)

The Properties experienced a significant reduction in overall net operating income during 2008 and 2009 as a result of the lagging United States economy. Simply put, fewer jobs in the geographic region in which the Debtor operates meant fewer tenants who could afford to pay their rent. The Debtor's reduced income left it unable to pay its monthly operating expenses as well as its ongoing debt service and property tax obligations.

The Debtor entered into the property transfers described above and filed for protection under Chapter 11 in order to prevent foreclosure of the Properties and to streamline the reorganization of its business interests. It is the Debtor's belief that its chosen course of action has reduced the administrative costs of its global reorganization effort, reduced the procedural hurdles attendant upon a large number of corporate filings, and increased the pool of assets available to satisfy its creditors generally.

4. The Proposed Reorganization of The Debtor Pursuant to the Plan

The Debtor proposes to pay Allowed Administrative Claims and Allowed Priority Tax Claims, to restructure its Allowed Secured Claims, and to pay distributions to Allowed General Unsecured Claims from the value of the Debtor's projected disposable income over a period of five years.

5. Description of the Plan's Terms Contained in Disclosure Statement

The reorganization of the Debtor's Estate under the Plan, and the continued operation of the Properties by the Reorganized Debtor, will ensure at least an equivalent return to creditors than they would receive if the Estate was liquidated under chapter 7 of the Bankruptcy Code. An explanation of the Plan's terms is contained in Articles III and IV below.

ARTICLES III AND IV OF THIS DISCLOSURE STATEMENT CONTAIN A SUMMARY OF THE PLAN'S CLASSIFICATION AND TREATMENT OF CLAIMS, AS WELL AS OTHER KEY PROVISIONS OF THE PLAN. THE DESCRIPTION OF THE PLAN SET FORTH HEREIN CONSTITUTES A SUMMARY ONLY. CREDITORS AND OTHER PARTIES IN INTEREST ARE URGED TO REVIEW THIS DISCLOSURE STATEMENT ALONG WITH THE PLAN ITSELF. A COPY OF THE PLAN IS ATTACHED AS EXHIBIT A TO THIS DISCLOSURE STATEMENT.

TO THE EXTENT THAT ANY PROVISIONS OF THIS DISCLOSURE STATEMENT ARE INCONSISTENT WITH THE PROVISIONS OF THE PLAN, THE TERMS OF THE PLAN SHALL CONTROL; PROVIDED, HOWEVER, THAT THE CONFIRMATION ORDER SHALL CONTROL TO THE EXTENT THERE IS ANY INCONSISTENCY BETWEEN THE PLAN AND THE CONFIRMATION ORDER.

E. CREDITORS ENTITLED TO VOTE ON THE PLAN

Holders of Claims in Classes 2 through 54 are or may be impaired by the Plan and, as such, the Debtor is soliciting votes from holders of Allowed Claims in these classes as set forth in Article 4 of the Plan.

The Plan will be confirmed if it is accepted by the requisite majorities of each Class of Claims entitled to vote on the Plan and all other conditions to confirmation are met by the Debtor. However, the Debtor may seek to "cram down" the Plan pursuant to § 1129(b) of the Bankruptcy Code on any Class of claimants that vote to reject the Plan and expressly reserves the right to resort to the "cram down" provisions of the Bankruptcy Code. (For more information on "cram down," please refer to Article V, Section C below). The requisite majority for confirmation of the Plan by a particular Class without "cram down" is acceptance by at least two-thirds (2/3) in dollar amount and more than one-half (1/2) in number of Allowed Claims that are actually voted.

F. INSTRUCTIONS REGARDING VOTING, CONFIRMATION, AND OBJECTIONS TO CONFIRMATION

1. Voting Instructions

BEFORE VOTING, YOU SHOULD READ THIS DISCLOSURE STATEMENT AND ITS EXHIBITS, INCLUDING THE PLAN AND ITS EXHIBITS, IN THEIR ENTIRETY. BALLOTS MUST BE RECEIVED BY THE RESPECTIVE PARTIES NO LATER THAN [_____].

You may vote on the Plan by completing and mailing the enclosed Ballots to:

Hamilton Moon Stephens Steele & Martin, PLLC
Attention: Andrew T. Houston, Esq.
201 South College Street, Suite 2020
Charlotte, North Carolina 28244

You should use the ballots sent to you with this Disclosure Statement to cast your votes for or against the Plan. You may NOT cast ballots or votes orally. In order for your ballot to be considered by the Bankruptcy Court, it must be received at the above address no later than the time designated in the notice accompanying this Disclosure Statement. **Any ballot executed by the holder of an Allowed Claim that does not indicate acceptance or rejection of the Plan shall be considered a vote to accept that plan.**

If you are a holder of a Claim entitled to vote on the Plan and did not receive a ballot with this Disclosure Statement, you may obtain a ballot by contacting:

Hamilton Moon Stephens Steele & Martin, PLLC
Attention: Andrew T. Houston, Esq.
201 South College Street, Suite 2020
Charlotte, North Carolina 28244

Only holders of Allowed Claims in impaired Classes are entitled to vote on the Plan. In addition, the record date of all Claims against the Debtor for voting purposes shall be _____. Persons holding Claims transferred after such date will not be permitted to vote on the Plan. An impaired Class of Claims accepts the Plan if at least two-thirds (2/3) in amount, and more than one-half (1/2) in number, of the Allowed Claims in the Class that are actually voted are cast in favor of the Plan. Subject to the terms of the Plan, Claimants who do not vote are not counted as having voted either for or against the Plan. Pursuant to the provisions of Section 1126 of the Bankruptcy Code, the Bankruptcy Court may disallow any vote accepting or rejecting the Plan if such vote is not cast in good faith.

A Creditor's failure to vote on the Plan will not affect such Creditor's right to a Distribution under the Plan

If the voting members of an impaired Class do not vote unanimously for the Plan but, nonetheless, vote for the Plan by at least the requisite two-thirds (2/3) in amount of Allowed Claims in that Class and one-half (1/2) in number of Allowed Claims actually voted in that Class, the Plan, at a minimum, must provide that each member of such Class will receive property of a value, as of the Effective Date, that is not less than the amount such Class members would receive or retain if the Estate was liquidated under chapter 7 of the Bankruptcy Code.

The Debtor may dispute proofs of Claim that have been filed or that the Debtor listed as disputed in its Schedules filed with the Bankruptcy Court. Persons whose Claims are disputed may vote on, or otherwise participate in, Distributions under the Plan ONLY to the extent that the Bankruptcy Court allows their Claims. The Bankruptcy Court may temporarily allow a Claim for voting purposes only. The Schedules, which list the Claims and whether such Claims are disputed, can be inspected at the Office of the Clerk of the United States Bankruptcy Court for the Western District of North Carolina, Charles Jonas Federal Building, 401 West Trade Street, Room 111, Charlotte, North Carolina.

The Bankruptcy Court established August 19, 2010 as the deadline by which all proofs of Claim must be filed in this Chapter 11 Case.

Whether or not a Claimant votes on the Plan, such Persons will be bound by the Plan, including the terms and treatment of Claims set forth therein, if the Plan is accepted by the requisite majorities of the Classes or is “crammed-down” and confirmed by the Bankruptcy Court. Allowance or disallowance of a Claim for voting purposes does not necessarily mean that all or a portion of that Claim will be allowed or disallowed for purposes of Distribution under the Plan.

2. Confirmation of the Plan

Once it is determined which impaired Classes, if any, have or have not accepted the Plan, the Bankruptcy Court will determine whether the Plan may be confirmed. If all impaired Classes accept the Plan, they will be confirmed provided that the Bankruptcy Court finds the other conditions set forth in § 1129(a) of the Bankruptcy Code satisfied.

THESE ARE COMPLEX STATUTORY PROVISIONS, AND THE PRECEDING PARAGRAPHS ARE NOT INTENDED TO BE A COMPLETE SUMMARY OF THE LAW. IF YOU DO NOT UNDERSTAND ANY OF THESE PROVISIONS, PLEASE CONSULT WITH AN ATTORNEY. IF ALL CLASSES DO NOT ACCEPT THE PLAN, THE DEBTOR INTENDS TO RELY UPON THE “CRAM DOWN” PROVISION OF § 1129(b) OF THE BANKRUPTCY CODE.

The Bankruptcy Court may confirm the Plan, even if all of the impaired Classes do not accept the Plan, if the Bankruptcy Court finds that certain additional conditions are met. Accordingly, if the Plan is not accepted by the requisite amount of Claims in their respective impaired Classes, the Debtor will seek confirmation of the Plan as to such non-accepting Classes pursuant to § 1129(b) of the Bankruptcy Code. Section 1129(b) of the Bankruptcy Code is generally referred to as the “cram down” provision. The Bankruptcy Court may confirm a Plan over the objection of a non-accepting Class if the Plan satisfies one of the alternative requirements of § 1129(b)(2)(A) of the Bankruptcy Code. The Bankruptcy Court may confirm the Plan over the objection of a non-accepting Class if the non-accepting members of the Class will receive the full value of their Claims, or, if the non-accepting members of the Class stand to receive less than full value, no Classes of junior priority will receive anything on account of their respective Claims.

3. Objections to Confirmation

Any objections to confirmation of the Plan must be filed with the Clerk of the Bankruptcy Court and served upon (a) Andrew T. Houston, Esq., Hamilton Moon Stephens Steele & Martin, PLLC, 201 South College Street, Suite 2020, Charlotte, North Carolina 28244; and (b) Linda Simpson, Office of the United States Bankruptcy Administrator, 402 West Trade Street, Charlotte, North Carolina 28202, in such a manner as will cause such objections to be filed with the Bankruptcy Court and received by the aforementioned parties **no later than** [_____].

4. Confirmation Hearing

A hearing on confirmation of the Plan is scheduled before the Honorable George R. Hodges, United States Bankruptcy Judge, United States Bankruptcy Court for the Western District of North Carolina, Charles Jonas Federal Building, 401 West Trade Street, Charlotte, North

Carolina, on [_____]. Announcement of the adjournment or continuance of such hearing, if any, may be made in writing or in open court. No further written notice is required to be sent to claimants, interest holders, or other parties in interest.

ARTICLE II
BACKGROUND INFORMATION REGARDING THE DEBTOR

A. COMMENCEMENT OF THE CHAPTER 11 CASE

1. Filing of the Petition

On April 5, 2010, the Debtor filed its voluntary petition(s) for relief under Chapter 11 of the Bankruptcy Code.

2. No Appointment of Unsecured Creditors Committee or Trustee

An Official Committee of Unsecured Creditors was not appointed in this Chapter 11 Case due to a lack of interest. Neither a trustee nor an examiner has been appointed in the Chapter 11 Case.

3. Continuation of Business After Filing

The Debtor has continued to manage its business and affairs as debtor in possession, subject to the oversight of the Bankruptcy Administrator and the Bankruptcy Court. Consequently, certain actions of the Debtor during the pendency of the Chapter 11 Case, including all transactions outside of the ordinary course of business, if any, were taken only after first requesting and receiving authorization from the Bankruptcy Court.

Upon the filing of the chapter 11 petition, substantially all claims against the Debtor that existed prior to the Petition Dates became subject to the automatic stay provisions under § 362 of the Bankruptcy Code while the Debtor continued operation of its business and affairs as a debtor in possession. These pre-petition claims may arise from the determination by the Bankruptcy Court of allowed claims for contingent liabilities and other disputed amounts.

B. SIGNIFICANT EVENTS DURING THE CHAPTER 11 CASE

1. Filing of Schedules

The Debtor filed its Schedules of Assets and Liabilities, and its Statement of Financial Affairs on April 28, 2010 (collectively, the “Schedules”). The Debtor subsequently filed amendments to the Schedules on June 11, 2010.

2. Retention of Professionals by the Debtor

The Debtor is represented by Travis W. Moon, Esq., Andrew T. Houston, Esq., and Richard S. Wright, Esq. as bankruptcy counsel for the Debtor in connection with its Chapter 11 Case. Messrs. Moon, Houston, and Wright are attorneys with the firm of Hamilton Moon Stephens Steele & Martin, PLLC.

3. Critical Motions and Related Orders

Upon the filing of the Chapter 11 Case, the Debtor sought authority to use rental income from the Properties that may be subject to security interests of the Debtor's secured lenders on an interim basis. The Court granted the Debtor's motion in an Order entered on April 23, 2010 (the "Interim Cash Collateral Order"). The Interim Cash Collateral Order required that the Debtor conform to certain budgets for the operation of each Property, which budgets were attached as an exhibit to the Interim Cash Collateral Order. The Order also set a final hearing on the Debtor's continued use of cash collateral for April 28, 2010.

Following the April 28, 2010 hearing, the Court entered an Order on May 10, 2010 approving the Debtor's continued use of cash collateral to fund its operations on an ongoing basis (the "Final Cash Collateral Order"). The Court specifically found in the Final Cash Collateral Order that the above-referenced transfers of property from the Entities to the Debtor "were documented and were undertaken in a transparent fashion, which does not impugn the integrity of Raymond Farmer and Joshua Farmer in the operation and management of the Properties." The Court further found that "Joshua farmer and Raymond Farmer are competent and able to operate and manage the Properties and there is no evidence of mismanagement on the part of Joshua Farmer or Raymond Farmer."

The Final Cash Collateral Order incorporated the above-referenced budgets for each Property; authorized the continued operation and management of the Properties by the Debtor in return for a 4.5% management fee; provided that Joshua B. Farmer would receive an annual salary of \$75,000 and a vehicle allowance in return for his management services, to be paid from the management fee; and provided that Raymond B. Farmer would receive a salary of \$50,000 in return for his management services, also to be paid from the management fee.

Certain of the Properties would qualify as "single asset real estate" as defined in the Bankruptcy Code, had the Entities filed corporate bankruptcies rather than transferring their assets to the Debtor. Pursuant to § 101(51B) of the Bankruptcy Code, "single asset real estate" refers to real property constituting a single property or project, other than residential real property with fewer than four residential units, which generates substantially all of the gross income of a debtor who is not a family farmer and on which no substantial business is being conducted by a debtor other than the business of operating the real property and activities incidental. The Bankruptcy Code imposes procedural requirements in "single asset real estate" cases that do not apply in other bankruptcy proceedings.

At the final cash collateral hearing on April 28, 2010, the Bankruptcy Court stated that it would hear from interested parties regarding the application of the single asset real estate rules in the Chapter 11 Case. Thereafter, Creditor Palmetto Bank also filed a motion requesting that the Court consider whether the absolute priority rule of § 1129(b)(2), which applies to corporate debtors in bankruptcy, should apply in the Chapter 11 Case in light of the transfer of the Properties to the Debtor shortly before its bankruptcy filing.

In an Order entered May 28, 2010, the Bankruptcy Court concluded that the rules applicable to single asset real estate cases should apply in the Chapter 11 Case and directed the Debtor to file amended Schedules separately listing the assets and liabilities of each Entity. However, the Bankruptcy Court reserved ruling on whether the absolute priority rule applies in the Chapter 11 Case. As directed, the Debtor filed its amended Schedules on June 11, 2010.

4. Bar Date for Filing of Claims

The Bankruptcy Court established August 19, 2010 (the “Claims Bar Date”) as the deadline by which all proofs of Claim must be filed in this Chapter 11 Case. The Clerk of the Bankruptcy Court transmitted notices of the Bar Date to all known actual or potential claimants and informed them of their need to file a proof of Claim with the Bankruptcy Court on or before the Claims Bar Date.

**ARTICLE III
THE DEBTOR'S PLAN OF REORGANIZATION**

THE FOLLOWING IS A SUMMARY OF THE PROVISIONS OF THE PLAN AND, ACCORDINGLY, IS NOT AS COMPLETE AS THE FULL TEXT OF THE PLAN THAT ACCOMPANIES THIS DISCLOSURE STATEMENT. THE PLAN ITSELF, ATTACHED AS EXHIBIT A HERETO, SHOULD BE READ IN ITS ENTIRETY.

A. SUMMARY OF PAYMENT PROVISIONS CONTAINED IN THE PLAN

1. Impairment of Claims

Under the Bankruptcy Code, a class of claims or interests is deemed “impaired” under a chapter 11 plan unless, in general, the rights of the holders of the claims or interests of such class are not altered or, with respect to interests, the holders receive cash equal to the greater of (a) any liquidation preference or (b) the redemption price, if either is applicable. Any class that is deemed impaired must accept the plan by the requisite majority before the plan can be confirmed, unless the Bankruptcy Court finds, pursuant to § 1129(b) of the Bankruptcy Code, that the plan is fair and equitable and does not discriminate unfairly with respect to each class that is impaired and has not accepted the plan.

2. Treatment of Claims

The treatment of and consideration to be received by holders of Allowed Claims pursuant to the Plan will be in full settlement, release, and discharge of their respective Allowed Claims relating to the Debtor and other Persons, as applicable, as specified in the Plan.

B. SUMMARY OF CLASSIFIED CLAIMS UNDER THE PLAN

The Plan divides the Claims against the Debtor into various Classes and designations. Allowed Administrative Claims and Allowed Priority Tax Claims are not designated as classes of Claims for purposes of the Plan and pursuant to §§ 1123, 1124, 1126 and 1129 of the Bankruptcy Code. A description of the general Classes and designations of claims against the Debtor and the corresponding treatment thereof under the Plan is contained below. This summary is qualified in its entirety by reference to the relevant provisions of the Plan.

ALL AMOUNTS LISTED FOR EACH CLASS OF CLAIM ARE MERELY ESTIMATES BASED ON INFORMATION AVAILABLE AS OF THE FILING OF THIS DISCLOSURE STATEMENT. THE AMOUNTS SHOWN ARE SUBJECT TO CHANGE THROUGH THE DEBTOR'S CLAIMS REVIEW AND OBJECTION PROCESS OR OTHERWISE. THE ACTUAL AMOUNTS COULD BE SUBSTANTIALLY DIFFERENT,

CAUSING THE ULTIMATE DISTRIBUTIONS TO CREDITORS TO BE SIGNIFICANTLY HIGHER OR LOWER THAN ESTIMATED.

ALL CAPITALIZED TERMS NOT DEFINED IN THIS DISCLOSURE STATEMENT SHALL HAVE THE MEANINGS ASCRIBED TO THEM IN THE PLAN.

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DESCRIPTION OF CLAIMS AND INTERESTS AND CLASSES AND ANTICIPATED AMOUNT OF ALLOWED CLAIMS	DESCRIPTION OF PROPOSED DISTRIBUTION UNDER THE PLAN	ESTIMATED RECOVERY
<p><i>Allowed Administrative Claims</i></p> <p>Generally, an Allowed Administrative Claim is any cost and expense of administration of the Chapter 11 Case entitled to and allowed priority in payment under § 507(a)(1) of the Bankruptcy Code, or as may be allowed by Final Order of the Bankruptcy Court. Such claims shall consist of all Allowed Administrative Claims, including cure payments for assumed executory contracts and unexpired leases.</p>	<p><i>Not Classified Under the Plan; Unimpaired Under the Plan</i></p> <p>Except to the extent the holder of an Allowed Administrative Claim agrees otherwise, each holder of an Allowed Administrative Claim shall be paid, in respect of such Allowed Claim, the full amount thereof in Cash (or such other form as is agreed upon by any holder of an Allowed Administrative Claim) as soon as practicable after the later of (a) the Effective Date and (b) the date on which such Claim becomes an Allowed Claim, except that Allowed Administrative Claims arising in the ordinary course of business shall, if due at a later date pursuant to its terms, be paid when otherwise due.</p>	<p>100%</p>
<p><i>Allowed Priority Tax Claims</i></p> <p>The Debtor scheduled Priority Tax Claims in the amount of \$631,425.96.</p> <p>An Allowed Priority Tax Claim is any Claim that is entitled to priority in payment pursuant to § 507(a)(8) of the Bankruptcy Code.</p>	<p><i>Not Classified Under the Plan; Unimpaired Under the Plan</i></p> <p>Allowed Priority Tax Claims are not impaired by the Plan. The Debtors listed tax claims totaling \$631,425.96 in their Schedules. Of that amount, the Debtors believe that approximately \$488,000 or less may be entitled to priority under section 507(a)(8) of the Bankruptcy Code. Each holder of an Allowed Priority Tax Claim, shall be paid the Allowed Amount of its Allowed Priority Tax Claim, at the option of the Reorganized Debtors: (a) in full, in Cash, on the Effective Date or as soon as practicable thereafter; (b) upon such other terms as may be mutually agreed upon between such holder of an Allowed Priority Tax Claim and the Reorganized Debtor; or (c) in Cash payments commencing within ninety (90) days after the Effective Date, in equal quarterly installments within five (5) years from the Petition Date, and in an aggregate amount equal to such Allowed Priority Tax Claim, together with interest at such rate as required by Section 511 of the Bankruptcy Code or otherwise as required by Section 1129(a)(9)(C) or (D) of the Bankruptcy Code.</p>	<p>100%</p>

DESCRIPTION OF CLAIMS AND INTERESTS AND CLASSES AND ANTICIPATED AMOUNT OF ALLOWED CLAIMS	DESCRIPTION OF PROPOSED DISTRIBUTION UNDER THE PLAN	ESTIMATED RECOVERY
<p><i>Class 1 – Allowed Other Priority Claims</i></p> <p>Anticipated to be <i>de minimis</i> as of the Effective Date of the Plan.</p> <p>Class 1 shall consist of all Claims to the extent Allowed and entitled to priority in payment under §§ 507(a)(2) through 507(a)(7) of the Bankruptcy Code.</p>	<p><i>Unimpaired Under the Plan; Not Entitled to Vote on the Plan</i></p> <p>Allowed Other Priority Claims are not impaired by the Plan. Except to the extent the holder of an Allowed Other Priority Claim agrees otherwise, each holder of an Allowed Other Priority Claim shall be paid, in respect of such Allowed Claim, the full amount thereof in Cash (or such other form as is agreed upon by any holder of an Allowed Other Priority Claim) as soon as practicable after the later of (a) the Effective Date and (b) the date on which such Claim becomes an Allowed Claim. The Claims in Class 1 are <u>not</u> impaired by the Plan and, as such, holders of Allowed Other Priority Claims are (a) not entitled to vote for/against the Plan, and (b) deemed to have accepted the Plan.</p>	<p>100%</p>
<p><i>Class 2 – EMC Secured Claim (234 Edwards Street Home)</i></p> <p>Class 2 consists of the Allowed Secured Claim of EMC. EMC holds a first position deed of trust and a second position deed of trust encumbering the 234 Edwards Street Home.</p>	<p><i>Impaired Under the Plan; Entitled to Vote on the Plan</i></p> <p>These obligations shall be treated as secured obligations of Joshua Farmer and Andrea Farmer up to the value of the collateral securing the claims, in amounts: (i) to be determined by the Bankruptcy Court pursuant to section 506 of the Bankruptcy Code either at the Confirmation Hearing or earlier upon motion of the Debtors, or (ii) as otherwise agreed upon by the Debtors and EMC. Payments on account of the EMC secured claims shall begin within ninety (90) days of the Effective Date and shall be paid: (i) monthly with interest at a fixed rate of 4.70%, amortized over thirty (30) years, with no prepayment penalties, or (ii) as otherwise agreed upon by the Debtors and EMC. EMC shall retain its liens with the priority thereof, as they existed on the Petition Date pursuant to §1129(b)(2)(A)(i)(I) of the Bankruptcy Code, until their claims are paid as set forth herein.</p>	<p>Unknown</p>

<p><i>Class 3 - EMC Secured Claim (Honeysuckle House)</i></p> <p>Class 3 consists of the Allowed Secured Claim of EMC. EMC has a first position deed of trust encumbering Joshua Farmer's and Andrea Farmer's interests in the Honeysuckle House.</p>	<p><i>Impaired Under the Plan; Entitled to Vote on the Plan</i></p> <p>This obligation shall be treated as a secured obligation of Joshua Farmer and Andrea Farmer up to the value of the collateral securing the claim, in amounts: (i) to be determined by the Bankruptcy Court pursuant to section 506 of the Bankruptcy Code either at the Confirmation Hearing or earlier upon motion of the Debtors, or (ii) as otherwise agreed upon by the Debtors and EMC. Payments on account of the EMC secured claims shall begin within ninety (90) days of the Effective Date and shall be paid monthly with interest at a fixed rate equal to the current non-default contract rate of interest, amortized over thirty (30) years, with no prepayment penalties. EMC shall retain its liens with the priority thereof, as they existed on the Petition Date pursuant to §1129(b)(2)(A)(i)(I) of the Bankruptcy Code, until their claims are paid as set forth herein.</p>	<p>Unknown</p>
<p><i>Class 4- SLS Secured Claim (Honeysuckle House)</i></p> <p>Class 4 consists of the Allowed Secured Claim of SLS. SLS holds a second position deed of trust encumbering Joshua Farmer's and Raymond Farmer's interests in the Honeysuckle House.</p>	<p><i>Impaired Under the Plan; Entitled to Vote on the Plan</i></p> <p>This obligation shall be treated as a secured obligation of Joshua Farmer and Andrea Farmer up to the value of the collateral securing the claim, in amounts: (i) to be determined by the Bankruptcy Court pursuant to section 506 of the Bankruptcy Code either at the Confirmation Hearing or earlier upon motion of the Debtors, or (ii) as otherwise agreed upon by the Debtors and SLS. Payments on account of the SLS secured claims shall begin within ninety (90) days of the Effective Date and shall be paid monthly with interest at a fixed rate of 4.70%, amortized over thirty (30) years, with no prepayment penalties. SLS shall retain its liens with the priority thereof, as they existed on the Petition Date pursuant to §1129(b)(2)(A)(i)(I) of the Bankruptcy Code, until their claims are paid as set forth herein.</p>	<p>Unknown</p>

<p><i>Class 5- Tomblin Secured Claim (Honeysuckle House)</i></p> <p>Class 5 consists of the Allowed Secured Claim of Tomblin. Tomblin has a deed of trust encumbering the interests of Joshua Farmer and Andrea Farmer in the Honeysuckle House.</p>	<p><i>Impaired Under the Plan; Entitled to Vote on the Plan</i></p> <p>This obligation shall be treated as a secured obligation of Joshua Farmer and Andrea Farmer up to the value of the collateral securing the claim, in amounts: (i) to be determined by the Bankruptcy Court pursuant to section 506 of the Bankruptcy Code either at the Confirmation Hearing or earlier upon motion of the Debtors, or (ii) as otherwise agreed upon by the Debtors and Tomblin. Payments on account of the Tomblin secured claim shall begin within ninety (90) days of the Effective Date and shall be made monthly from the business and operations of the Reorganized Debtors, at the non-default contract rate of interest, amortized over a period of twenty-five (25) years. Tomblin shall retain her lien with the priority thereof, as they existed on the Petition Date pursuant to §1129(b)(2)(A)(i)(I) of the Bankruptcy Code, until her claims are paid as set forth herein.</p>	<p>Unknown</p>
<p><i>Class 6 – Wachovia Secured Claim (Honeysuckle Lot)</i></p> <p>Class 6 consists of the Allowed Secured Claim of Wachovia. Wachovia has a first position deed of trust encumbering the Honeysuckle Lot.</p>	<p><i>Impaired Under the Plan; Entitled to Vote on the Plan</i></p> <p>This obligation shall be treated as a secured obligation of Joshua Farmer and Andrea Farmer up to the value of the collateral securing the claim, in amounts: (i) to be determined by the Bankruptcy Court pursuant to section 506 of the Bankruptcy Code either at the Confirmation Hearing or earlier upon motion of the Debtors, or (ii) as otherwise agreed upon by the Debtors and Wachovia. Payments on account of the Wachovia secured claims shall begin within ninety (90) days of the Effective Date and shall be paid monthly with interest at a fixed rate of 4.70%, amortized over thirty (30) years, with no prepayment penalties. Wachovia shall retain its liens with the priority thereof, as they existed on the Petition Date pursuant to §1129(b)(2)(A)(i)(I) of the Bankruptcy Code, until their claims are paid as set forth herein.</p>	<p>Unknown</p>

<p><i>Class 7 - BOA Secured Claim (Deweese Island House)</i></p> <p>Class 7 consists of the Allowed Secured Claim of BOA. BOA has a first position mortgage and a second position mortgage encumbering the Dewees Island House.</p>	<p><i>Impaired Under the Plan; Entitled to Vote on the Plan</i></p> <p>This obligation shall be treated as a secured obligation of Joshua Farmer and Andrea Farmer up to the value of the collateral securing the claim, in amounts: (i) to be determined by the Bankruptcy Court pursuant to section 506 of the Bankruptcy Code either at the Confirmation Hearing or earlier upon motion of the Debtors, or (ii) as otherwise agreed upon by the Debtors and BOA. Payments on account of the BOA secured claim shall begin within ninety (90) days of the Effective Date and shall be paid monthly with interest at a fixed rate of 4.70%, amortized over thirty (30) years, with no prepayment penalties. Codebtors will continue to make debt service payments. BOA shall retain its liens with the priority thereof, as they existed on the Petition Date pursuant to §1129(b)(2)(A)(i)(I) of the Bankruptcy Code, until their claims are paid as set forth herein.</p>	<p>Unknown</p>
<p><i>Class 8 - Audi Secured Claim (2006 Audi A8L).</i></p> <p>Class 8 consists of the Allowed Secured Claim of Audi. Audi has a purchase money security interest in a 2006 Audi A8L.</p>	<p><i>Impaired Under the Plan; Entitled to Vote on the Plan</i></p> <p>This obligation shall be treated as a secured obligation of Andrea Farmer up to the value of the collateral securing the claim, in amounts: (i) to be determined by the Bankruptcy Court pursuant to section 506 of the Bankruptcy Code either at the Confirmation Hearing or earlier upon motion of the Debtors, or (ii) as otherwise agreed upon by the Debtors and Audi. Payments on account of the Audi secured claim shall begin within ninety (90) days of the Effective Date and shall be made monthly from business and operations of the Reorganized Debtors, as follows: (i) with interest payments of 5.25% per annum, amortized over a period of seventy-two (72) months, or (ii) on such other terms as may be agreed upon by the Debtors and Audi. Audi shall retain its liens with the priority thereof, as they existed on the Petition Date pursuant to §1129(b)(2)(A)(i)(I) of the Bankruptcy Code, until its claim is paid as set forth herein.</p>	<p>Unknown</p>

<p><i>Class 9 - General Unsecured Claims</i></p> <p>Class 9 consists of all Allowed General Unsecured Claims.</p>	<p><i>Impaired Under the Plan; Entitled to Vote on the Plan</i></p> <p>Class 9 Claims shall be paid their Pro Rata Share of an amount equal to each Debtor's projected disposable income for a period of five (5) years as defined in section 1129(a)(15)(B) of the Bankruptcy Code. Class 9 Claims will be paid from the Distribution Reserve on a pro rata basis in annual installments with the first payment to be made within one year of the Effective Date. The Debtors reserve the right to satisfy their obligations under this paragraph in less than five (5) years.</p>	<p>5.6%</p>
<p><i>Class 10 - EMC Secured Claim (Honeysuckle House)</i></p> <p>Class 10 consists of the Allowed Secured Claim of EMC. EMC has a first position deed of trust encumbering Raymond Farmer's and Diane Farmer's interests in the Honeysuckle House.</p>	<p><i>Impaired Under the Plan; Entitled to Vote on the Plan</i></p> <p>This obligation shall be treated as a secured obligation of Raymond Farmer and Diane Farmer up to the value of the collateral securing the claim, in amounts: (i) to be determined by the Bankruptcy Court pursuant to section 506 of the Bankruptcy Code either at the Confirmation Hearing or earlier upon motion of the Debtors, or (ii) as otherwise agreed upon by the Debtors and EMC. Payments on account of the EMC secured claims shall begin within ninety (90) days of the Effective Date and shall be paid monthly with interest at a fixed rate equal to the current non-default contract rate of interest, amortized over thirty (30) years, with no prepayment penalties. EMC shall retain its liens with the priority thereof, as they existed on the Petition Date pursuant to §1129(b)(2)(A)(i)(I) of the Bankruptcy Code, until their claims are paid as set forth herein.</p>	<p>Unknown</p>

<p><i>Class 11 - SLS Secured Claim (Honeysuckle House)</i></p> <p>Class 11 consists of the Allowed Secured Claim of SLS. SLS holds a second position deed of trust encumbering Raymond Farmer's and Diane Farmer's interests in the Honeysuckle House.</p>	<p><i>Impaired Under the Plan; Entitled to Vote on the Plan</i></p> <p>This obligation shall be treated as a secured obligation of the Raymond Farmer and Diane Farmer up to the value of the collateral securing the claim, in amounts: (i) to be determined by the Bankruptcy Court pursuant to section 506 of the Bankruptcy Code either at the Confirmation Hearing or earlier upon motion of the Debtors, or (ii) as otherwise agreed upon by the Debtors and SLS. Payments on account of the SLS secured claims shall begin within ninety (90) days of the Effective Date and shall be paid monthly with interest at a fixed rate of 4.70%, amortized over thirty (30) years, with no prepayment penalties. SLS shall retain its liens with the priority thereof, as they existed on the Petition Date pursuant to §1129(b)(2)(A)(i)(I) of the Bankruptcy Code, until their claims are paid as set forth herein.</p>	<p>Unknown</p>
<p><i>Class 12 - Tomblin Secured Claim (Honeysuckle House).</i></p> <p>Class 12 consists of the Allowed Secured Claim of Tomblin. Tomblin has a third position deed of trust encumbering the interests of Raymond Farmer and Diane Farmer in the Honeysuckle House.</p>	<p><i>Impaired Under the Plan; Entitled to Vote on the Plan</i></p> <p>This obligation shall be treated as a secured obligation of Raymond Farmer and Diane Farmer up to the value of the collateral securing the claim, in amounts: (i) to be determined by the Bankruptcy Court pursuant to section 506 of the Bankruptcy Code either at the Confirmation Hearing or earlier upon motion of the Debtors, or (ii) as otherwise agreed upon by the Debtors and Tomblin. Payments on account of the Tomblin secured claim shall begin within ninety (90) days of the Effective Date and shall be made monthly from the business and operations of the Reorganized Debtors, at the non-default contract rate of interest, amortized over a period of twenty-five (25) years. Tomblin shall retain her liens with the priority thereof, as they existed on the Petition Date pursuant to §1129(b)(2)(A)(i)(I) of the Bankruptcy Code, until their claims are paid as set forth herein.</p>	<p>Unknown</p>

<p><i>Class 13 - Wachovia Secured Claim (Honeysuckle Lot)</i></p> <p>Class 13 consists of the Allowed Secured Claim of Wachovia. Wachovia holds a first position deed of trust encumbering the Honeysuckle Lot.</p>	<p><i>Impaired Under the Plan; Entitled to Vote on the Plan</i></p> <p>This obligation shall be treated as a secured obligation of the Reorganized Debtors up to the value of the collateral securing the claim, in amounts: (i) to be determined by the Bankruptcy Court pursuant to section 506 of the Bankruptcy Code either at the Confirmation Hearing or earlier upon motion of the Debtors, or (ii) as otherwise agreed upon by the Debtors and Wachovia. Payments on account of the Wachovia secured claims shall begin within ninety (90) days of the Effective Date and shall be paid monthly with interest at a fixed rate of 4.70%, amortized over thirty (30) years, with no prepayment penalties. Wachovia shall retain its liens with the priority thereof, as they existed on the Petition Date pursuant to §1129(b)(2)(A)(i)(I) of the Bankruptcy Code, until their claims are paid as set forth herein.</p>	<p>Unknown</p>
<p><i>Class 14 - General Unsecured Claims</i></p> <p>Class 14 consists of all Allowed General Unsecured Claims.</p>	<p><i>Impaired Under the Plan; Entitled to Vote on the Plan</i></p> <p>Class 14 Claims shall be paid their Pro Rata Share of an amount equal to each Debtor's projected disposable income for a period of five (5) years as defined in section 1129(a)(15)(B) of the Bankruptcy Code. Class 14 Claims will be paid from the Distribution Reserve on a pro rata basis in annual installments with the first payment to be made within one year of the Effective Date. The Debtors reserve the right to satisfy their obligations under this paragraph in less than five (5) years.</p>	<p>5.6%</p>

<p><i>Class 15 - Palmetto Secured Claim</i></p> <p>Class 15 consists of the Allowed Secured Claim of Palmetto. Palmetto has a first position mortgage encumbering the Wildewood Apartments.</p>	<p><i>Impaired Under the Plan; Entitled to Vote on the Plan</i></p> <p>This obligation shall be treated as a secured obligation of Raymond Farmer and Joshua Farmer up to the value of the collateral securing the claim, in amounts: (i) to be determined by the Bankruptcy Court pursuant to section 506 of the Bankruptcy Code either at the Confirmation Hearing or earlier upon motion of the Debtors, or (ii) as otherwise agreed upon by the Debtors and Palmetto. Payments on account of the Palmetto secured claim shall begin within ninety (90) days of the Effective Date and shall be made monthly from the business and operations of the Reorganized Debtors, with interest payments at the London Interbank Offered Rate (LIBOR) plus three percent (3%), <u>provided however</u>, that the interest rate shall not exceed five percent (5%), for a period of one year. Thereafter, payments on account of the Palmetto secured claim shall be paid monthly with interest at the LIBOR plus three percent (3%), <u>provided however</u>, that the interest rate shall not exceed five percent (5%), amortized over a period of twenty-five (25) years, with a five (5) year balloon payment, and no prepayment penalties. Palmetto shall retain its liens with the priority thereof, as they existed on the Petition Date pursuant to §1129(b)(2)(A)(i)(I) of the Bankruptcy Code, until their claims are paid as set forth herein.</p>	<p>Unknown</p>
<p><i>Class 16 - Harbour Finance Secured Claim</i></p> <p>Class 16 consists of the Allowed Secured Claim of Harbour Finance. Harbour Finance has a second position mortgage encumbering Wildewood Apartments.</p>	<p><i>Impaired Under the Plan; Entitled to Vote on the Plan</i></p> <p>This obligation shall be treated as a secured obligation of Raymond Farmer and Joshua Farmer up to the value of the collateral securing the claim, in amounts: (i) to be determined by the Bankruptcy Court pursuant to section 506 of the Bankruptcy Code either at the Confirmation Hearing or earlier upon motion of the Debtors, or (ii) as otherwise agreed upon by the Debtors and Harbour Finance. Payments on account of the Harbour Finance secured claim shall begin within ninety (90) days of the Effective Date and shall be made monthly from the business and operations of the Reorganized Debtors, with interest payments at the London Interbank Offered Rate (LIBOR) plus three percent (3%), <u>provided however</u>, that the interest rate shall not exceed five percent (5%), for a period of one year. Thereafter, payments on account of the Harbour Finance secured claim shall be paid monthly with</p>	<p>Unknown</p>

	<p>interest at the LIBOR plus three percent (3%), <u>provided however</u>, that the interest rate shall not exceed five percent (5%), amortized over a period of twenty-five (25) years, with a five (5) year balloon payment, and no prepayment penalties. Harbour Finance shall retain its liens with the priority thereof, as they existed on the Petition Date pursuant to §1129(b)(2)(A)(i)(I) of the Bankruptcy Code, until their claims are paid as set forth herein.</p>	
<p><i>Class 17 - Wildewood General Unsecured Claims</i></p> <p>Class 17 consists of all Allowed General Unsecured Claims of creditors of Wildewood.</p>	<p><i>Impaired Under the Plan; Entitled to Vote on the Plan</i></p> <p>Class 17 Claims shall be paid their Pro Rata Share of an amount equal to each Debtor's projected disposable income for a period of five (5) years as defined in section 1129(a)(15)(B) of the Bankruptcy Code. Class 17 Claims will be paid from the Distribution Reserve on a pro rata basis in annual installments with the first payment to be made within one year of the Effective Date. The Debtors reserve the right to satisfy their obligations under this paragraph in less than five (5) years.</p>	<p>5.6%</p>
<p><i>Class 18 - Palmetto Secured Claim</i></p> <p>Class 18 consists of the Allowed Secured Claim of Palmetto. Palmetto has a first position mortgage encumbering the Meadow Green Apartments.</p>	<p><i>Impaired Under the Plan; Entitled to Vote on the Plan</i></p> <p>This obligation shall be treated as a secured obligation of Joshua Farmer and Raymond Farmer up to the value of the collateral securing the claim, in amounts: (i) to be determined by the Bankruptcy Court pursuant to section 506 of the Bankruptcy Code either at the Confirmation Hearing or earlier upon motion of the Debtors, or (ii) as otherwise agreed upon by the Debtors and Palmetto. Payments on account of the Palmetto secured claim shall begin within ninety (90) days of the Effective Date and shall be made monthly from the business and operations of the Reorganized Debtors, with interest payments at the London Interbank Offered Rate (LIBOR) plus three percent (3%), <u>provided however</u>, that the interest rate shall not exceed five percent (5%), for a period of one year. Thereafter, payments on account of the Palmetto secured claim shall be paid monthly with interest at the LIBOR plus three</p>	<p>Unknown</p>

	<p>percent (3%), <u>provided however</u>, that the interest rate shall not exceed five percent (5%), amortized over a period of twenty-five (25) years, with a five (5) year balloon payment, and no prepayment penalties. Palmetto shall retain its liens with the priority thereof, as they existed on the Petition Date pursuant to §1129(b)(2)(A)(i)(I) of the Bankruptcy Code, until their claims are paid as set forth herein.</p>	
<p><i>Class 19 - Reynolds Secured Claim</i></p> <p>Class 19 consists of the Allowed Secured Claim of Reynolds. Reynolds holds a second position mortgage encumbering the Meadow Green Apartments</p>	<p><i>Impaired Under the Plan; Entitled to Vote on the Plan</i></p> <p>This obligation shall be treated as a secured obligation of Joshua Farmer and Raymond Farmer up to the value of the collateral securing the claim, in amounts: (i) to be determined by the Bankruptcy Court pursuant to section 506 of the Bankruptcy Code either at the Confirmation Hearing or earlier upon motion of the Debtors, or (ii) as otherwise agreed upon by the Debtors and Reynolds. Payments on account of the Reynolds secured claim shall begin within ninety (90) days of the Effective Date and shall be made monthly from the business and operations of the Reorganized Debtors, with interest payments at the London Interbank Offered Rate (LIBOR) plus three percent (3%), <u>provided however</u>, that the interest rate shall not exceed five percent (5%), for a period of one year. Thereafter, payments on account of the Reynolds secured claim shall be paid monthly with interest at the LIBOR plus three percent (3%), <u>provided however</u>, that the interest rate shall not exceed five percent (5%), amortized over a period of twenty-five (25) years, with a five (5) year balloon payment, and no prepayment penalties. Reynolds shall retain his lien with the priority thereof, as they existed on the Petition Date pursuant to §1129(b)(2)(A)(i)(I) of the Bankruptcy Code, until his claims are paid as set forth herein.</p>	<p>Unknown</p>

<p><i>Class 20 - Meadow Green General Unsecured Claims</i></p> <p>Class 20 consists of all Allowed General Unsecured Claims of creditors of Meadow Green.</p>	<p><i>Impaired Under the Plan; Entitled to Vote on the Plan</i></p> <p>Class 20 Claims shall be paid their Pro Rata Share of an amount equal to each Debtor's projected disposable income for a period of five (5) years as defined in section 1129(a)(15)(B) of the Bankruptcy Code. Class 20 Claims will be paid from the Distribution Reserve on a pro rata basis in annual installments with the first payment to be made within one year of the Effective Date. The Debtors reserve the right to satisfy their obligations under this paragraph in less than five (5) years.</p>	<p>5.6%</p>
<p><i>Class 21 - Palmetto Secured Claim</i></p> <p>Class 21 consists of the Allowed Secured Claim of Palmetto. Palmetto has a first position mortgage encumbering the East Ridge Apartments.</p>	<p><i>Impaired Under the Plan; Entitled to Vote on the Plan</i></p> <p>This obligation shall be treated as a secured obligation of Joshua Farmer and Raymond Farmer up to the value of the collateral securing the claim, in amounts: (i) to be determined by the Bankruptcy Court pursuant to section 506 of the Bankruptcy Code either at the Confirmation Hearing or earlier upon motion of the Debtors, or (ii) as otherwise agreed upon by the Debtors and Palmetto. Payments on account of the Palmetto secured claim shall begin within ninety (90) days of the Effective Date and shall be made monthly from the business and operations of the Reorganized Debtors, with interest payments at the London Interbank Offered Rate (LIBOR) plus three percent (3%), <u>provided however</u>, that the interest rate shall not exceed five percent (5%), for a period of one year. Thereafter, payments on account of the Palmetto secured claim shall be paid monthly with interest at the LIBOR plus three percent (3%), <u>provided however</u>, that the interest rate shall not exceed five percent (5%), amortized over a period of twenty-five (25) years, with a five (5) year balloon payment, and no prepayment penalties. Palmetto shall retain its liens with the priority thereof, as they existed on the Petition Date pursuant to §1129(b)(2)(A)(i)(I) of the Bankruptcy Code, until their claims are paid as set forth herein.</p>	<p>Unknown</p>

<p><i>Class 22 - Harbour Finance Secured Claim</i></p> <p>Class 22 consists of the Allowed Secured Claim of Harbour Finance. Harbour Finance has a first position mortgage encumbering the East Ridge Apartments</p>	<p><i>Impaired Under the Plan; Entitled to Vote on the Plan</i></p> <p>This obligation shall be treated as a secured obligation of Joshua Farmer and Raymond Farmer up to the value of the collateral securing the claim, in amounts: (i) to be determined by the Bankruptcy Court pursuant to section 506 of the Bankruptcy Code either at the Confirmation Hearing or earlier upon motion of the Debtors, or (ii) as otherwise agreed upon by the Debtors and Harbour Finance. Payments on account of the Harbour Finance secured claim shall begin within ninety (90) days of the Effective Date and shall be made monthly from the business and operations of the Reorganized Debtors, with interest payments at the London Interbank Offered Rate (LIBOR) plus three percent (3%), <u>provided however</u>, that the interest rate shall not exceed five percent (5%), for a period of one year. Thereafter, payments on account of the Harbour Finance secured claim shall be paid monthly with interest at the LIBOR plus three percent (3%), <u>provided however</u>, that the interest rate shall not exceed five percent (5%), amortized over a period of twenty-five (25) years, with a five (5) year balloon payment, and no prepayment penalties. Harbour Finance shall retain its liens with the priority thereof, as they existed on the Petition Date pursuant to §1129(b)(2)(A)(i)(I) of the Bankruptcy Code, until their claims are paid as set forth herein.</p>	<p>Unknown</p>
<p><i>Class 23 - ProBuild Secured Claim</i></p> <p>Class 23 is impaired by the Plan. The holders of Class 23 Claims are entitled to vote to accept or reject the Plan.</p>	<p><i>Impaired Under the Plan; Entitled to Vote on the Plan</i></p> <p>This obligation shall be treated as a secured obligation of Joshua Farmer and Raymond Farmer up to the value of the collateral securing the claim, in amounts: (i) to be determined by the Bankruptcy Court pursuant to section 506 of the Bankruptcy Code either at the Confirmation Hearing or earlier upon motion of the Debtors, or (ii) as otherwise agreed upon by the Debtors and ProBuild. Payments on account of the ProBuild secured claim shall begin within one year of the Effective Date and shall be made monthly from the business and operations of the Reorganized Debtors, with interest at the prime rate of interest, <u>provided however</u>, that the interest rate shall not exceed five percent (5%), for a period of twenty-five (25) years until the full liquidation value of the collateral has been repaid. ProBuild shall retain its liens with the priority thereof, as they existed on the Petition Date pursuant to §1129(b)(2)(A)(i)(I) of the Bankruptcy Code, until</p>	<p>Unknown</p>

	<p>their claims are paid as set forth herein.</p>	
<p><i>Class 24 - East Ridge General Unsecured Claims</i></p> <p>Class 24 consists of all Allowed General Unsecured Claims of creditors of East Ridge.</p>	<p><i>Impaired Under the Plan; Entitled to Vote on the Plan</i></p> <p>Class 24 Claims shall be paid their Pro Rata Share of an amount equal to each Debtor's projected disposable income for a period of five (5) years as defined in section 1129(a)(15)(B) of the Bankruptcy Code. Class 24 Claims will be paid from the Distribution Reserve on a pro rata basis in annual installments with the first payment to be made within one year of the Effective Date. The Debtors reserve the right to satisfy their obligations under this paragraph in less than five (5) years.</p>	<p>5.6%</p>
<p><i>Class 25 - Keybank Secured Claim</i></p> <p>Class 25 consists of the Allowed Secured Claim of Keybank.</p>	<p><i>Impaired Under the Plan; Entitled to Vote on the Plan</i></p> <p>This obligation shall be treated as a secured obligation of Joshua Farmer and Raymond Farmer up to the value of the collateral securing the claim, in amounts: (i) to be determined by the Bankruptcy Court pursuant to section 506 of the Bankruptcy Code either at the Confirmation Hearing or earlier upon motion of the Debtors, or (ii) as otherwise agreed upon by the Debtors and Keybank. Payments on account of the Keybank secured claim shall begin within ninety (90) days of the Effective Date and shall be made monthly from the business and operations of the Reorganized Debtors, with interest payments at the London Interbank Offered Rate (LIBOR) plus three percent (3%), <u>provided however</u>, that the interest rate shall not exceed five percent (5%), for a period of one year. Thereafter, payments on account of the Keybank secured claim shall be paid monthly with interest at the LIBOR plus three</p>	<p>Unknown</p>

	<p>percent (3%), <u>provided however</u>, that the interest rate shall not exceed five percent (5%), amortized over a period of twenty-five (25) years, with a five (5) year balloon payment, and no prepayment penalties. Keybank shall retain its liens with the priority thereof, as they existed on the Petition Date pursuant to §1129(b)(2)(A)(i)(I) of the Bankruptcy Code, until their claims are paid as set forth herein.</p>	
<p><i>Class 26 - Wachovia Secured Claim</i></p> <p>Class 26 consists of the Allowed Secured Claim of Wachovia.</p>	<p><i>Impaired Under the Plan; Entitled to Vote on the Plan</i></p> <p>This obligation shall be treated as a secured obligation of Joshua Farmer and Raymond Farmer up to the value of the collateral securing the claim, in amounts: (i) to be determined by the Bankruptcy Court pursuant to section 506 of the Bankruptcy Code either at the Confirmation Hearing or earlier upon motion of the Debtors, or (ii) as otherwise agreed upon by the Debtors and Wachovia. Payments on account of the Wachovia secured claim shall begin within ninety (90) days of the Effective Date and shall be made monthly from the business and operations of the Reorganized Debtors, with interest payments at the London Interbank Offered Rate (LIBOR) plus three percent (3%), <u>provided however</u>, that the interest rate shall not exceed five percent (5%), for a period of one year. Thereafter, payments on account of the Wachovia secured claim shall be paid monthly with interest at the LIBOR plus three percent (3%), <u>provided however</u>, that the interest rate shall not exceed five percent (5%), amortized over a period of twenty-five (25) years, with a five (5) year balloon payment, and no prepayment penalties. Wachovia shall retain its lien with the priority thereof, as they existed on the Petition Date pursuant to §1129(b)(2)(A)(i)(I) of the Bankruptcy Code, until their claims are paid as set forth herein.</p>	<p>Unknown</p>

<p><i>Class 27 - Timbercreek General Unsecured Claims</i></p> <p>Class 27 consists of all Allowed General Unsecured Claims of creditors of Timbercreek.</p>	<p><i>Impaired Under the Plan; Entitled to Vote on the Plan</i></p> <p>Class 27 Claims shall be paid their Pro Rata Share of an amount equal to each Debtor's projected disposable income for a period of five (5) years as defined in section 1129(a)(15)(B) of the Bankruptcy Code. Class 27 Claims will be paid from the Distribution Reserve on a pro rata basis in annual installments with the first payment to be made within one year of the Effective Date. The Debtors reserve the right to satisfy their obligations under this paragraph in less than five (5) years.</p>	<p>5.6%</p>
<p><i>Class 28 - Inland Secured Claim</i></p> <p>Class 28 consists of the Allowed Secured Claim of Inland.</p>	<p><i>Impaired Under the Plan; Entitled to Vote on the Plan</i></p> <p>This obligation shall be treated as a secured obligation of Joshua Farmer and Raymond Farmer up to the value of the collateral securing the claim, in amounts: (i) to be determined by the Bankruptcy Court pursuant to section 506 of the Bankruptcy Code either at the Confirmation Hearing or earlier upon motion of the Debtors, or (ii) as otherwise agreed upon by the Debtors and Inland. Payments on account of the Inland secured claim shall begin within ninety (90) days of the Effective Date and shall be made monthly from the business and operations of the Reorganized Debtors, with interest payments at the London Interbank Offered Rate (LIBOR) plus three percent (3%), <u>provided however</u>, that the interest rate shall not exceed five percent (5%), for a period of one year. Thereafter, payments on account of the Inland secured claim shall be paid monthly with interest at the LIBOR plus three percent (3%), <u>provided however</u>, that the interest rate shall not exceed five percent (5%), amortized over a period of twenty-five (25) years, with a five (5) year balloon payment, and no prepayment penalties. Inland shall retain its lien with the priority thereof, as they existed on the Petition Date pursuant to §1129(b)(2)(A)(i)(I) of the Bankruptcy Code, until their claims are paid as set forth herein.</p>	<p>Unknown</p>

<p><i>Class 29 - Groves General Unsecured Claims</i></p> <p>Class 29 consists of all Allowed General Unsecured Claims of Groves.</p>	<p><i>Impaired Under the Plan; Entitled to Vote on the Plan</i></p> <p>Class 29 Claims shall be paid their Pro Rata Share of an amount equal to each Debtor's projected disposable income for a period of five (5) years as defined in section 1129(a)(15)(B) of the Bankruptcy Code. Class 29 Claims will be paid from the Distribution Reserve on a pro rata basis in annual installments with the first payment to be made within one year of the Effective Date. The Debtors reserve the right to satisfy their obligations under this paragraph in less than five (5) years.</p>	<p>5.6%</p>
<p><i>Class 3 - FNBS Secured Claim</i></p> <p>Class 30 consists of the Allowed Secured Claim of FNBS.</p>	<p><i>Impaired Under the Plan; Entitled to Vote on the Plan</i></p> <p>This obligation shall be treated as a secured obligation of Joshua Farmer and Raymond Farmer up to the value of the collateral securing the claim, in amounts: (i) to be determined by the Bankruptcy Court pursuant to section 506 of the Bankruptcy Code either at the Confirmation Hearing or earlier upon motion of the Debtors, or (ii) as otherwise agreed upon by the Debtors and FNBS. Payments on account of the FNBS secured claim shall begin within ninety (90) days of the Effective Date and shall be made monthly from the business and operations of the Reorganized Debtors, with interest payments at the London Interbank Offered Rate (LIBOR) plus three percent (3%), <u>provided however</u>, that the interest rate shall not exceed five percent (5%), for a period of one year. Thereafter, payments on account of the FNBS secured claim shall be paid monthly with interest at the LIBOR plus three percent (3%), <u>provided however</u>, that the interest rate shall not exceed five percent (5%), amortized over a period of twenty-five (25) years, with a five (5) year balloon payment, and no prepayment penalties. FNBS shall retain its lien with the priority thereof, as they existed on the Petition Date pursuant to §1129(b)(2)(A)(i)(I) of the Bankruptcy Code, until their claims are paid as set forth herein.</p>	<p>Unknown</p>

<p><i>Class 31 - GTV Investors Secured Claim</i></p> <p>Class 31 consists of the Allowed Secured Claim of GTV Investors.</p>	<p><i>Impaired Under the Plan; Entitled to Vote on the Plan</i></p> <p>This obligation shall be treated as a secured obligation of Joshua Farmer and Raymond Farmer up to the value of the collateral securing the claim, in amounts: (i) to be determined by the Bankruptcy Court pursuant to section 506 of the Bankruptcy Code either at the Confirmation Hearing or earlier upon motion of the Debtors, or (ii) as otherwise agreed upon by the Debtors and GTV Investors. Payments on account of GTV Investors' secured claim shall begin within ninety (90) days of the Effective Date and shall be made monthly from the business and operations of the Reorganized Debtors, with interest payments at the London Interbank Offered Rate (LIBOR) plus three percent (3%), <u>provided however</u>, that the interest rate shall not exceed five percent (5%), for a period of one year. Thereafter, payments on account of the GTV Investors' secured claim shall be paid monthly with interest at the LIBOR plus three percent (3%), <u>provided however</u>, that the interest rate shall not exceed five percent (5%), amortized over a period of twenty-five (25) years, with a five (5) year balloon payment, and no prepayment penalties. GTV Investors shall retain its lien with the priority thereof, as they existed on the Petition Date pursuant to §1129(b)(2)(A)(i)(I) of the Bankruptcy Code, until their claims are paid as set forth herein.</p>	<p>Unknown</p>
<p><i>Class 32 - Georgetown General Unsecured Claims</i></p> <p>Class 32 consists of all Allowed General Unsecured Claims of creditors of Georgetown.</p>	<p><i>Impaired Under the Plan; Entitled to Vote on the Plan</i></p> <p>Class 32 Claims shall be paid their Pro Rata Share of an amount equal to each Debtor's projected disposable income for a period of five (5) years as defined in section 1129(a)(15)(B) of the Bankruptcy Code. Class 32 Claims will be paid from the Distribution Reserve on a pro rata basis in annual installments with the first payment to be made within one year of the Effective Date. The Debtors reserve the right to satisfy their obligations under this paragraph in less than five (5) years.</p>	<p>5.6%</p>

<p><i>Class 33 - Keybank Secured Claims</i></p> <p>Class 33 consists of the Allowed Secured Claim of Keybank. Keybank has a first mortgage on the Creekside Apartments and Magnolia Ridge Apartments.</p>	<p><i>Impaired Under the Plan; Entitled to Vote on the Plan</i></p> <p>These obligations shall be treated as secured obligations of Raymond Farmer and Joshua Farmer up to the value of the collateral securing the claims, in amounts: (i) to be determined by the Bankruptcy Court pursuant to section 506 of the Bankruptcy Code either at the Confirmation Hearing or earlier upon motion of the Debtors, or (ii) as otherwise agreed upon by the Debtors and Keybank. Payments on account of the Keybank secured claims shall begin within ninety (90) days of the Effective Date and shall be made monthly from the business and operations of the Reorganized Debtors, with interest payments at the London Interbank Offered Rate (LIBOR) plus three percent (3%), <u>provided however</u>, that the interest rate shall not exceed five percent (5%), for a period of one year. Thereafter, payments on account of the Keybank secured claim shall be paid monthly with interest at the LIBOR plus three percent (3%), <u>provided however</u>, that the interest rate shall not exceed five percent (5%), amortized over a period of twenty-five (25) years, with a five (5) year balloon payment, and no prepayment penalties. Keybank shall retain its liens with the priority thereof, as they existed on the Petition Date pursuant to §1129(b)(2)(A)(i)(I) of the Bankruptcy Code, until their claims are paid as set forth herein.</p>	<p>Unknown</p>
<p><i>Class 34 - Wachovia Secured Claim</i></p> <p>Class 34 consists of the Allowed Secured Claim of Wachovia. Wachovia has a second mortgage on the Creekside Apartments and Magnolia Ridge Apartments.</p>	<p><i>Impaired Under the Plan; Entitled to Vote on the Plan</i></p> <p>This obligation shall be treated as a secured obligation of Joshua Farmer and Raymond Farmer up to the value of the collateral securing the claim, in amounts: (i) to be determined by the Bankruptcy Court pursuant to section 506 of the Bankruptcy Code either at the Confirmation Hearing or earlier upon motion of the Debtors, or (ii) as otherwise agreed upon by the Debtors and Wachovia. Payments on account of the Wachovia secured claim shall begin within ninety (90) days of the Effective Date and shall be made monthly from the business and operations of the Reorganized Debtors, with interest payments at the London Interbank Offered Rate (LIBOR) plus three percent (3%), <u>provided however</u>, that the interest rate shall not exceed five percent (5%), for a period of one year. Thereafter, payments on account of the Wachovia secured claim shall be paid monthly with interest at the LIBOR plus three percent (3%), <u>provided however</u>, that the interest rate shall not exceed five percent (5%),</p>	<p>Unknown</p>

	<p>amortized over a period of twenty-five (25) years, with a five (5) year balloon payment, and no prepayment penalties. Wachovia shall retain its lien with the priority thereof, as they existed on the Petition Date pursuant to §1129(b)(2)(A)(i)(I) of the Bankruptcy Code, until their claims are paid as set forth herein.</p>	
<p><i>Class 35 - Gaffney General Unsecured Claims</i></p> <p>Class 35 consists of all Allowed General Unsecured Claims of creditors of Gaffney.</p>	<p><i>Impaired Under the Plan; Entitled to Vote on the Plan</i></p> <p>Class 35 Claims shall be paid their Pro Rata Share of an amount equal to each Debtor's projected disposable income for a period of five (5) years as defined in section 1129(a)(15)(B) of the Bankruptcy Code. Class 35 Claims will be paid from the Distribution Reserve on a pro rata basis in annual installments with the first payment to be made within one year of the Effective Date. The Debtors reserve the right to satisfy their obligations under this paragraph in less than five (5) years.</p>	<p>5.6%</p>
<p><i>Class 36 - FNB Secured Claim(s) (Winchester Drive Houses)</i></p> <p>Class 36 consists of the Allowed Secured Claim of FNB.</p>	<p><i>Impaired Under the Plan; Entitled to Vote on the Plan</i></p> <p>These obligations shall be treated as secured obligations of Joshua Farmer and Raymond Farmer up to the value of the collateral securing the claims, in amounts: (i) to be determined by the Bankruptcy Court pursuant to section 506 of the Bankruptcy Code either at the Confirmation Hearing or earlier upon motion of the Debtors, or (ii) as otherwise agreed upon by the Debtors and FNB. Payments on account of the FNB secured claim shall begin within ninety (90) days of the Effective Date and shall be made monthly from the business and operations of the Reorganized Debtors, with interest payments at the London Interbank Offered Rate (LIBOR) plus three percent (3%), <u>provided however</u>, that the interest rate shall not exceed five percent (5%), for a period of one year. Thereafter, payments on account</p>	<p>Unknown</p>

	<p>of the FNB secured claim shall be paid monthly with interest at the LIBOR plus three percent (3%), <u>provided however</u>, that the interest rate shall not exceed five percent (5%), amortized over a period of twenty-five (25) years, with a five (5) year balloon payment, and no prepayment penalties. FNB shall retain its liens with the priority thereof, as they existed on the Petition Date pursuant to §1129(b)(2)(A)(i)(I) of the Bankruptcy Code, until their claims are paid as set forth herein.</p>	
<p><i>Class 37 - FNB Secured Claim(s) (Mayse Road Houses)</i></p> <p>Class 37 consists of the Allowed Secured Claims of FNB.</p>	<p><i>Impaired Under the Plan; Entitled to Vote on the Plan</i></p> <p>These obligations shall be treated as secured obligations of Raymond Farmer and Joshua Farmer up to the value of the collateral securing the claims, in amounts: (i) to be determined by the Bankruptcy Court pursuant to section 506 of the Bankruptcy Code either at the Confirmation Hearing or earlier upon motion of the Debtors, or (ii) as otherwise agreed upon by the Debtors and FNB. Payments on account of the FNB secured claims shall begin within ninety (90) days of the Effective Date and shall be made monthly from the business and operations of the Reorganized Debtors, with interest payments at the London Interbank Offered Rate (LIBOR) plus three percent (3%), <u>provided however</u>, that the interest rate shall not exceed five percent (5%), for a period of one year. Thereafter, payments on account of the FNB secured claim shall be paid monthly with interest at the LIBOR plus three percent (3%), <u>provided however</u>, that the interest rate shall not exceed five percent (5%), amortized over a period of twenty-five (25) years, with a five (5) year balloon payment, and no prepayment penalties. FNB shall retain its liens with the priority thereof, as they existed on the Petition Date pursuant to §1129(b)(2)(A)(i)(I) of the Bankruptcy Code, until their claims are paid as set forth herein.</p>	<p>Unknown</p>

<p><i>Class 38 - First South Secured Claim (Creekside Mini-Storage)</i></p> <p>Class 38 consists of the Allowed Secured Claim of First South. First South has a first priority mortgage encumbering the Creekside Mini-Storage.</p>	<p><i>Impaired Under the Plan; Entitled to Vote on the Plan</i></p> <p>These obligations shall be treated as secured obligations of Raymond Farmer and Joshua Farmer up to the value of the collateral securing the claims, in amounts: (i) to be determined by the Bankruptcy Court pursuant to section 506 of the Bankruptcy Code either at the Confirmation Hearing or earlier upon motion of the Debtors, or (ii) as otherwise agreed upon by the Debtors and First South. Payments on account of the First South secured claims shall begin within ninety (90) days of the Effective Date and shall be made monthly from the business and operations of the Reorganized Debtors, with interest payments at the London Interbank Offered Rate (LIBOR) plus three percent (3%), <u>provided however</u>, that the interest rate shall not exceed five percent (5%), for a period of one year. Thereafter, payments on account of the First South secured claim shall be paid monthly with interest at the LIBOR plus three percent (3%), <u>provided however</u>, that the interest rate shall not exceed five percent (5%), amortized over a period of twenty-five (25) years, with a five (5) year balloon payment, and no prepayment penalties. First South shall retain its liens with the priority thereof, as they existed on the Petition Date pursuant to §1129(b)(2)(A)(i)(I) of the Bankruptcy Code, until their claims are paid as set forth herein.</p>	<p>Unknown</p>
<p><i>Class 39 - Miller Secured Claim (Creekside Mini-Storage)</i></p> <p>Class 40 consists of the Allowed Secured Claim of Miller. Miller has a second position mortgage encumbering the Creekside Mini-Storage.</p>	<p><i>Impaired Under the Plan; Entitled to Vote on the Plan</i></p> <p>These obligations shall be treated as secured obligations of Joshua Farmer and Raymond Farmer up to the value of the collateral securing the claims, in amounts: (i) to be determined by the Bankruptcy Court pursuant to section 506 of the Bankruptcy Code either at the Confirmation Hearing or earlier upon motion of the Debtors, or (ii) as otherwise agreed upon by the Debtors and Miller. Payments on account of the Miller secured claims shall begin within ninety (90) days of the Effective Date and shall be made monthly from the business and operations of the Reorganized Debtors, with interest payments at the London Interbank Offered Rate (LIBOR) plus three percent (3%), <u>provided however</u>, that the interest rate shall not exceed five percent (5%), for a period of one year. Thereafter, payments on account of the Miller secured claim shall be paid monthly with interest at the LIBOR plus three percent (3%), <u>provided however</u>, that the interest rate</p>	<p>Unknown</p>

	<p>shall not exceed five percent (5%), amortized over a period of twenty-five (25) years, with a five (5) year balloon payment, and no prepayment penalties. Miller shall retain his liens with the priority thereof, as they existed on the Petition Date pursuant to §1129(b)(2)(A)(i)(I) of the Bankruptcy Code, until their claims are paid as set forth herein.</p>	
<p><i>Class 40 - Palmetto Secured Claim(s) (Addison Townhomes)</i></p> <p>Class 40 consists of the Allowed Secured Claim of Palmetto.</p>	<p><i>Impaired Under the Plan; Entitled to Vote on the Plan</i></p> <p>These obligations shall be treated as secured obligations of Raymond Farmer and Joshua Farmer up to the value of the collateral securing the claims, in amounts: (i) to be determined by the Bankruptcy Court pursuant to section 506 of the Bankruptcy Code either at the Confirmation Hearing or earlier upon motion of the Debtors, or (ii) as otherwise agreed upon by the Debtors and Palmetto. Payments on account of the Palmetto secured claims shall begin within ninety (90) days of the Effective Date and shall be made monthly from the business and operations of the Reorganized Debtors, with interest payments at the London Interbank Offered Rate (LIBOR) plus three percent (3%), <u>provided however</u>, that the interest rate shall not exceed five percent (5%), for a period of one year. Thereafter, payments on account of the Palmetto secured claim shall be paid monthly with interest at the LIBOR plus three percent (3%), <u>provided however</u>, that the interest rate shall not exceed five percent (5%), amortized over a period of twenty-five (25) years, with a five (5) year balloon payment, and no prepayment penalties. Palmetto shall retain its liens with the priority thereof, as they existed on the Petition Date pursuant to §1129(b)(2)(A)(i)(I) of the Bankruptcy Code, until their claims are paid as set forth herein.</p>	<p>Unknown</p>

<p><i>Class 41 - Palmetto Secured Claim(s) (Office and Warehouse, Edwards Street Land)</i></p> <p>Class 41 consists of the Allowed Secured Claim of Palmetto.</p>	<p><i>Impaired Under the Plan; Entitled to Vote on the Plan</i></p> <p>These obligations shall be treated as secured obligations of Raymond Farmer and Joshua Farmer up to the value of the collateral securing the claims, in amounts: (i) to be determined by the Bankruptcy Court pursuant to section 506 of the Bankruptcy Code either at the Confirmation Hearing or earlier upon motion of the Debtors, or (ii) as otherwise agreed upon by the Debtors and Palmetto. Payments on account of the Palmetto secured claims shall begin within ninety (90) days of the Effective Date and shall be made monthly from the business and operations of the Reorganized Debtors, with interest payments at the London Interbank Offered Rate (LIBOR) plus three percent (3%), <u>provided however</u>, that the interest rate shall not exceed five percent (5%), for a period of one year. Thereafter, payments on account of the Palmetto secured claim shall be paid monthly with interest at the LIBOR plus three percent (3%), <u>provided however</u>, that the interest rate shall not exceed five percent (5%), amortized over a period of twenty-five (25) years, with a five (5) year balloon payment, and no prepayment penalties. Palmetto shall retain its liens with the priority thereof, as they existed on the Petition Date pursuant to §1129(b)(2)(A)(i)(I) of the Bankruptcy Code, until their claims are paid as set forth herein.</p>	<p>Unknown</p>
<p><i>Class 42 - Alliance Secured Claim(s)</i></p> <p>Class 42 consists of the Allowed Secured Claim of Alliance. Alliance has a purchase money security interest in eight (8) speed queen washing machines and four (4) speed queen stack dryers.</p>	<p><i>Impaired Under the Plan; Entitled to Vote on the Plan</i></p> <p>These obligations shall be treated as secured obligations of Raymond Farmer and Joshua Farmer up to the value of the collateral securing the claims, in amounts: (i) to be determined by the Bankruptcy Court pursuant to section 506 of the Bankruptcy Code either at the Confirmation Hearing or earlier upon motion of the Debtors, or (ii) as otherwise agreed upon by the Debtors and Alliance. Payments on account of the Alliance secured claim shall begin within ninety (90) days of the Effective Date and shall be made monthly from the business and operations of the Reorganized Debtors, as follows: (i) with interest payments of 5.25% per annum, amortized over a period of seventy-two (72) months, or (ii) on such other terms as may be agreed upon by the Debtors and Alliance. Alliance shall retain its liens with the priority thereof, as they existed on the Petition Date pursuant to §1129(b)(2)(A)(i)(I) of the Bankruptcy Code, until their claims are paid as set forth herein.</p>	<p>Unknown</p>

<p><i>Class 43 -Audi Secured Claim (2006 Audi A8L).</i></p> <p>Class 43 consists of the Allowed Secured Claim of Audi. Audi holds a purchase money security interest in a 2006 Audi A8L.</p>	<p><i>Impaired Under the Plan; Entitled to Vote on the Plan</i></p> <p>This obligation shall be treated as a secured obligation of Joshua Farmer and Raymond Farmer up to the value of the collateral securing the claim, in amounts: (i) to be determined by the Bankruptcy Court pursuant to section 506 of the Bankruptcy Code either at the Confirmation Hearing or earlier upon motion of the Debtors, or (ii) as otherwise agreed upon by the Debtors and Audi. Payments on account of the Audi secured claim shall begin within ninety (90) days of the Effective Date and shall be made monthly from the business and operations of the Reorganized Debtors, as follows: (i) with interest payments of 5.25% per annum, amortized over a period of seventy-two (72) months, or (ii) on such other terms as may be agreed upon by the Debtors and Audi. Audi shall retain its liens with the priority thereof, as they existed on the Petition Date pursuant to §1129(b)(2)(A)(i)(I) of the Bankruptcy Code, until their claims are paid as set forth herein.</p>	<p>Unknown</p>
<p><i>Class 44 - Baytree Secured Claim</i></p> <p>Class 44 consists of the Allowed Secured Claim of Baytree. Baytree has a purchase money security interest in a Boxxer 421 carpet cleaning machine and related supplies.</p>	<p><i>Impaired Under the Plan; Entitled to Vote on the Plan</i></p> <p>This obligation shall be treated as a secured obligation of Joshua Farmer and Raymond Farmer up to the value of the collateral securing the claim, in amounts: (i) to be determined by the Bankruptcy Court pursuant to section 506 of the Bankruptcy Code either at the Confirmation Hearing or earlier upon motion of the Debtors, or (ii) as otherwise agreed upon by the Debtors and Baytree. Payments on account of the Baytree secured claim shall begin within ninety (90) days of the Effective Date and shall be made monthly from the business and operations of the Reorganized Debtors, as follows: (i) with interest payments of 5.25% per annum, amortized over a period of seventy-two (72) months, or (ii) on such other terms as may be agreed upon by the Debtors and Baytree. Baytree shall retain its liens with the priority thereof, as they existed on the Petition Date pursuant to §1129(b)(2)(A)(i)(I) of the Bankruptcy Code, until their claims are paid as set forth herein.</p>	<p>Unknown</p>

<p><i>Class 45 - FNB Secured Claim</i></p> <p>Class 45 consists of the Allowed Secured Claim of FNB. FNB holds a purchase money security interest in equipment as evidenced by a UCC financing statement filed with the North Carolina Secretary of State, file no. 20080016560 and in three (3) twenty (20) foot cargo trailers.</p>	<p><i>Impaired Under the Plan; Entitled to Vote on the Plan</i></p> <p>This obligation shall be treated as a secured obligation of Joshua Farmer and Raymond Farmer up to the value of the collateral securing the claim, in amounts: (i) to be determined by the Bankruptcy Court pursuant to section 506 of the Bankruptcy Code either at the Confirmation Hearing or earlier upon motion of the Debtors, or (ii) as otherwise agreed upon by the Debtors and FNB. Payments on account of the FNB secured claim shall begin within ninety (90) days of the Effective Date and shall be made monthly from the business and operations of the Reorganized Debtors, as follows: (i) with interest payments of 5.25% per annum, amortized over a period of seventy-two (72) months, or (ii) on such other terms as may be agreed upon by the Debtors and FNB. FNB shall retain its liens with the priority thereof, as they existed on the Petition Date pursuant to §1129(b)(2)(A)(i)(I) of the Bankruptcy Code, until their claims are paid as set forth herein.</p>	<p>Unknown</p>
<p><i>Class 46 - GMAC Secured Claim (2008 Chevrolet Silverado 3500 Flat Bed)</i></p> <p>Class 46 consists of the Allowed Secured Claim of GMAC. GMAC has a purchase money security interest in a 2008 Chevrolet Silverado 3500 Flat Bed Truck.</p>	<p><i>Impaired Under the Plan; Entitled to Vote on the Plan</i></p> <p>This obligation shall be treated as a secured obligation of Joshua Farmer and Raymond Farmer up to the value of the collateral securing the claim, in amounts: (i) to be determined by the Bankruptcy Court pursuant to section 506 of the Bankruptcy Code either at the Confirmation Hearing or earlier upon motion of the Debtors, or (ii) as otherwise agreed upon by the Debtors and GMAC. Payments on account of the GMAC secured claim shall begin within ninety (90) days of the Effective Date and shall be made monthly from the business and operations of the Reorganized Debtors, as follows: (i) with interest payments of 5.25% per annum, amortized over a period of seventy-two (72) months, or (ii) on such other terms as may be agreed upon by the Debtors and GMAC. GMAC shall retain its liens with the priority thereof, as they existed on the Petition Date pursuant to §1129(b)(2)(A)(i)(I) of the Bankruptcy Code, until their claims are paid as set forth herein.</p>	<p>Unknown</p>

<p><i>Class 47 - GMAC Secured Claim (2007 Chevrolet Silverado 2500 HD VIN:8682.</i></p> <p>Class 47 consists of the Allowed Secured Claim of GMAC. GMAC has a purchase money security interest in a 2007 Chevrolet Silverado 2500 HD VIN:8682.</p>	<p><i>Impaired Under the Plan; Entitled to Vote on the Plan</i></p> <p>This obligation shall be treated as a secured obligation of Joshua Farmer and Raymond Farmer up to the value of the collateral securing the claim, in amounts: (i) to be determined by the Bankruptcy Court pursuant to section 506 of the Bankruptcy Code either at the Confirmation Hearing or earlier upon motion of the Debtors, or (ii) as otherwise agreed upon by the Debtors and GMAC. Payments on account of the GMAC secured claim shall begin within ninety (90) days of the Effective Date and shall be made monthly from the business and operations of the Reorganized Debtors, as follows: (i) with interest payments of 5.25% per annum, amortized over a period of seventy-two (72) months from the Effective Date, or (ii) on such other terms as may be agreed upon by the Debtors and GMAC. GMAC shall retain its liens with the priority thereof, as they existed on the Petition Date pursuant to §1129(b)(2)(A)(i)(I) of the Bankruptcy Code, until their claims are paid as set forth herein.</p>	<p>Unknown</p>
<p><i>Class 48 - GMAC Secured Claim (2007 Chevrolet Silverado 2500 HD VIN:8398)</i></p> <p>Class 48 consists of the Allowed Secured Claim of GMAC. GMAC has a purchase money security interest in a 2007 Chevrolet Silverado 2500 HD VIN:8398.</p>	<p><i>Impaired Under the Plan; Entitled to Vote on the Plan</i></p> <p>This obligation shall be treated as a secured obligation of Joshua Farmer and Raymond Farmer up to the value of the collateral securing the claim, in amounts: (i) to be determined by the Bankruptcy Court pursuant to section 506 of the Bankruptcy Code either at the Confirmation Hearing or earlier upon motion of the Debtors, or (ii) as otherwise agreed upon by the Debtors and GMAC. Payments on account of the GMAC secured claim shall begin within ninety (90) days of the Effective Date and shall be made monthly from the business and operations of the Reorganized Debtors, as follows: (i) with interest payments of 5.25% per annum, amortized over a period of seventy-two (72) months from the Effective Date, or (ii) on such other terms as may be agreed upon by the Debtors and GMAC. GMAC shall retain its liens with the priority thereof, as they existed on the Petition Date pursuant to §1129(b)(2)(A)(i)(I) of the Bankruptcy Code, until their claims are paid as set forth herein.</p>	<p>Unknown</p>

<p><i>Class 49 - John Deere Secured Claim</i></p> <p>Class 49 consists of the Allowed Secured Claim of John Deere. John Deere has a purchase money security interest in a commercial walk-behind mower.</p>	<p><i>Impaired Under the Plan; Entitled to Vote on the Plan</i></p> <p>This obligation shall be treated as a secured obligation of Joshua Farmer and Raymond Farmer up to the value of the collateral securing the claim, in amounts: (i) to be determined by the Bankruptcy Court pursuant to section 506 of the Bankruptcy Code either at the Confirmation Hearing or earlier upon motion of the Debtors, or (ii) as otherwise agreed upon by the Debtors and John Deere. Payments on account of the John Deere secured claim shall begin within ninety (90) days of the Effective Date and shall be made monthly from the business and operations of the Reorganized Debtors, as follows: (i) with interest payments of 5.25% per annum, amortized over a period of seventy-two (72) months, or (ii) on such other terms as may be agreed upon by the Debtors and John Deere. John Deere shall retain its liens with the priority thereof, as they existed on the Petition Date pursuant to §1129(b)(2)(A)(i)(I) of the Bankruptcy Code, until their claims are paid as set forth herein.</p>	<p>Unknown</p>
<p><i>Class 50 - Land Rover Secured Claim</i></p> <p>Class 50 consists of the Allowed Secured Claim of Land Rover. Land Rover has a purchase money security interest in a 2008 Land Rover-Range Rover.</p>	<p><i>Impaired Under the Plan; Entitled to Vote on the Plan</i></p> <p>This obligation shall be treated as a secured obligation of Joshua Farmer and Raymond Farmer up to the value of the collateral securing the claim, in amounts: (i) to be determined by the Bankruptcy Court pursuant to section 506 of the Bankruptcy Code either at the Confirmation Hearing or earlier upon motion of the Debtors, or (ii) as otherwise agreed upon by the Debtors and Land Rover. Payments on account of the Land Rover secured claim shall begin within ninety (90) days of the Effective Date and shall be made monthly from the business and operations of the Reorganized Debtors, as follows: (i) with interest payments of 5.25% per annum, amortized over a period of seventy-two (72) months from the Effective Date, or (ii) on such other terms as may be agreed upon by the Debtors and Land Rover. Land Rover shall retain its liens with the priority thereof, as they existed on the Petition Date pursuant to §1129(b)(2)(A)(i)(I) of the Bankruptcy Code, until their claims are paid as set forth herein.</p>	<p>Unknown</p>

<p><i>Class 51 - Toyota Finance Secured Claim (2008 Toyota Prius VIN:6921)</i></p> <p>Class 51 consists of the Allowed Secured Claim of Toyota Finance. Toyota Finance has a purchase money security interest in a 2008 Toyota Prius VIN:6921.</p>	<p><i>Impaired Under the Plan; Entitled to Vote on the Plan</i></p> <p>This obligation shall be treated as a secured obligation of Raymond Farmer and Joshua Farmer up to the value of the collateral securing the claim, in amounts: (i) to be determined by the Bankruptcy Court pursuant to section 506 of the Bankruptcy Code either at the Confirmation Hearing or earlier upon motion of the Debtors, or (ii) as otherwise agreed upon by the Debtors and Toyota Finance. Payments on account of the Toyota Finance secured claim shall begin within ninety (90) days of the Effective Date and shall be made monthly from the business and operations of the Reorganized Debtors, as follows: (i) with interest payments of 5.25% per annum, amortized over a period of seventy-two (72) months, or (ii) on such other terms as may be agreed upon by the Debtors and Toyota Finance. Toyota Finance shall retain its liens with the priority thereof, as they existed on the Petition Date pursuant to §1129(b)(2)(A)(i)(I) of the Bankruptcy Code, until their claims are paid as set forth herein.</p>	<p>Unknown</p>
<p><i>Class 52 - Toyota Finance Secured Claim (2008 Toyota Prius VIN:8801)</i></p> <p>Class 52 consists of the Allowed Secured Claim of Toyota Finance. Toyota Finance has a purchase money security interest in a 2008 Toyota Prius VIN:8801.</p>	<p><i>Impaired Under the Plan; Entitled to Vote on the Plan</i></p> <p>This obligation shall be treated as a secured obligation of Joshua Farmer and Raymond Farmer up to the value of the collateral securing the claim, in amounts: (i) to be determined by the Bankruptcy Court pursuant to section 506 of the Bankruptcy Code either at the Confirmation Hearing or earlier upon motion of the Debtors, or (ii) as otherwise agreed upon by the Debtors and Toyota Finance. Payments on account of the Toyota Finance secured claim shall begin within ninety (90) days of the Effective Date and shall be made monthly from the business and operations of the Reorganized Debtors, as follows: (i) with interest payments of 5.25% per annum, amortized over a period of seventy-two (72) months, or (ii) on such other terms as may be agreed upon by the Debtors and Toyota Finance. Toyota Finance shall retain its liens with the priority thereof, as they existed on the Petition Date pursuant to §1129(b)(2)(A)(i)(I) of the Bankruptcy Code, until their claims are paid as set forth herein.</p>	<p>Unknown</p>

<p><i>Class 53 - Wells Fargo Secured Claim</i></p> <p>Class 53 consists of the Allowed Secured Claim of Wells Fargo. Wells Fargo has a purchase money security interest in a Toshiba Copier e-studio 2500C.</p>	<p><i>Impaired Under the Plan; Entitled to Vote on the Plan</i></p> <p>This obligation shall be treated as a secured obligation of Raymond Farmer and Joshua Farmer up to the value of the collateral securing the claim, in amounts: (i) to be determined by the Bankruptcy Court pursuant to section 506 of the Bankruptcy Code either at the Confirmation Hearing or earlier upon motion of the Debtors, or (ii) as otherwise agreed upon by the Debtors and Wells Fargo. Payments on account of the Wells Fargo secured claim shall begin within ninety (90) days of the Effective Date and shall be made monthly from the business and operations of the Reorganized Debtors, as follows: (i) with interest payments of 5.25% per annum, amortized over a period of seventy-two (72) months from the Effective Date, or (ii) on such other terms as may be agreed upon by the Debtors and Wells Fargo. Wells Fargo shall retain its liens with the priority thereof, as they existed on the Petition Date pursuant to §1129(b)(2)(A)(i)(I) of the Bankruptcy Code, until their claims are paid as set forth herein.</p>	<p>Unknown</p>
<p><i>Class 54 - Two Mile Properties General Unsecured Claims</i></p> <p>Class 54 consists of all Allowed General Unsecured Claims of creditors of the former Two Mile Properties LLC.</p>	<p><i>Impaired Under the Plan; Entitled to Vote on the Plan</i></p> <p>Class 54 Claims shall be paid their Pro Rata Share of an amount equal to each Debtor's projected disposable income for a period of five (5) years as defined in section 1129(a)(15)(B) of the Bankruptcy Code. Class 54 Claims will be paid from the Distribution Reserve on a pro rata basis in annual installments with the first payment to be made within one year of the Effective Date. The Debtors reserve the right to satisfy their obligations under this paragraph in less than five (5) years.</p>	<p>5.6%</p>

ARTICLE IV
OTHER PROVISIONS OF THE PLAN

A. ADMINISTRATIVE BAR DATE

In accordance with § 2.2 of the Plan, and except as otherwise ordered by the Bankruptcy Court (including any order providing for an earlier date), requests for payment of Administrative Claims, including all applications for final allowance of compensation and reimbursement of expenses of Professionals incurred before the Confirmation Date, must be filed and served on the Reorganized Debtor, and the Bankruptcy Administrator no later than thirty (30) days after the Effective Date. Any Person required to file and serve a request for payment of an Administrative Claim and who fails to timely file and serve such request, shall be forever barred, estopped, and enjoined from asserting such Claim or participating in distributions under the Plan on account thereof. The Administrative Claims Bar Date shall not apply to fees and expenses of Professionals incurred after the Effective Date.

B. EXECUTORY CONTRACTS

In accordance with § 5.1 of the Plan, as of the Effective Date, all executory contracts and unexpired leases of the Debtor that (1) have not previously been assumed by the Debtor by Order of the Bankruptcy Court, or (2) are not the subject of a motion to assume/reject pending on the Effective Date, shall be deemed **ASSUMED** by the Debtor. The Debtor does not believe that there are any cure amounts owed as of the Effective Date for the assumption of these obligations. This zero cure amount, will be binding on the counterpart of each such Assumed Agreement unless timely objected to by parties to the executory contracts and unexpired leases.

If not otherwise resolved by the parties, the Bankruptcy Court shall determine any dispute pertaining to the assumption and assignment of any Assumed Agreement, and any required disputed cure payment shall be paid promptly following the entry of a Final Order resolving such dispute.

In accordance with § 5.3 of the Plan and except to the extent a prior order of the Bankruptcy Court provided for an earlier date, in which case such earlier date shall control, all proofs of claim with respect to Claims arising from the rejection of executory contracts or unexpired leases shall be filed with the Bankruptcy Court within thirty (30) days after the earlier of (1) the date of service of notice of entry of an order of the Bankruptcy Court approving such rejection, or (2) the date of service of notice of the Confirmation Date, if such executory contract or unexpired lease has been rejected pursuant to the Plan. Any Claims not filed within such time shall be released and discharged and forever barred from assertion against the Debtor, the Estate and the Reorganized Debtor.

C. AVOIDANCE ACTIONS

As set forth in § 7.4 of the Plan, after the Effective Date the Reorganized Debtor shall have the sole right, in the name of the Debtor and the Estate, to commence, continue, or settle any Avoidance Action, including any Avoidance Action brought by the Debtor prior to the Effective Date and which remains unsettled as of the Effective Date, if any.

D. DISTRIBUTIONS

All Distributions made under the Plan will be made as set forth specifically in Articles 2, 3, and 8 of the Plan.

E. OBJECTIONS TO CLAIMS

Following the Effective Date, the Reorganized Debtor shall be authorized to object to, or to succeed or otherwise join any objection filed by the Debtor prior to the Effective Date, Claims so as to have the Bankruptcy Court determine the amounts to be allowed, if any, of such Claims and thus paid pursuant to the Plan. Objections to Claims shall be filed with the Bankruptcy Court and served upon the holders of such Claims no later than one hundred and twenty (120) days after the Effective Date; provided, however, that this deadline may be extended by the Bankruptcy Court upon the entry of an order by the Bankruptcy Court extending such deadline. An objection to the allowance of a Claim by the Reorganized Debtor must be filed with the Bankruptcy Court and served upon the holder of the Claim and all parties who have requested notice.

Notwithstanding the foregoing, unless an order of the Bankruptcy Court specifically provides for a later date, any proof of claim for pre-petition debts of the Debtor filed after the Confirmation Date shall be automatically disallowed as a late-filed claim, without any action by the Reorganized Debtor, unless and until the party filing such Claim obtains (i) the written consent of the Reorganized Debtor to file such Claim late, or (ii) approval from the Bankruptcy Court upon notice to the Reorganized Debtor that permits the late filing of the Claim, in which event, the Reorganized Debtor shall have 120 days from the date of such written consent or order to object to such Claim, which deadline may be extended by the Bankruptcy Court upon motion of the Reorganized Debtor.

Prior to the Effective Date, the Debtor shall litigate to judgment, propose settlements of, or withdraw objections to such Disputed Claims asserted against it as the Debtor may choose. From and after the Effective Date, the Reorganized Debtor shall litigate to judgment, propose settlements of, or withdraw objections to all Disputed Claims. Prior to the expiration of thirty (30) days from the date of service of the objection, the Claimant whose Claim was the subject of the objection must file a response to the objection with the Bankruptcy Court and serve the response upon the objecting party and the Reorganized Debtor. If the Claimant whose Claim was the subject of the objection fails to file and serve its response to the objection within the 30-day response deadline, the Bankruptcy Court may grant the relief requested in the objection against the non-responding Claimant without further notice or hearing. All proposed settlements of Disputed Claims shall be subject to the approval of the Bankruptcy Court after notice and opportunity for a hearing (as that term is used in § 102(1) of the Bankruptcy Code).

F. MISCELLANEOUS

(a) Consummation – Retention of Jurisdiction

Consummation of the Plan consists of satisfaction of any and all conditions to the effectiveness of the Plan. Pursuant to Article 12 of the Plan, the Bankruptcy Court will continue to retain jurisdiction after Confirmation of the Plan to resolve all outstanding matters in the Chapter 11 Case and with respect to the fulfillment of the obligations of the Reorganized Debtor under the Plan.

(b) Discharge

The consideration distributed under the Plan shall be in exchange for, and in complete satisfaction, discharge, release, and termination of all Claims of any nature whatsoever against the Debtor and the Estate. Pursuant to § 1141 of the Bankruptcy Code, and except as otherwise ordered by the Bankruptcy Court or as otherwise stated in the Plan, the Debtor shall be entitled to move for entry of a discharge upon completion of all payments under the Plan. If such discharge is approved by Order of the Bankruptcy Court (the "Discharge Order"), the Debtor shall be deemed discharged and released pursuant to § 1141 of the Bankruptcy Code from any and all Claims, including but not limited to demands and liabilities that arose before entry of the Discharge Order, and all debts of the kind specified in §§ 502(g), 502(h), or 502(i) of the Bankruptcy Code, whether or not (a) a proof of claim based upon such debt is filed or deemed filed under section 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 a Claim based upon such debt has accepted this Plan. The Discharge Order shall be a judicial determination of discharge and termination of all liabilities of and all Claims against the Debtor and/or the Estate, except as otherwise specifically provided in the Plan. Upon entry of the Discharge Order, as to every discharged Claim and other debt of the Debtor, the holder of such Claim or other debt of the Debtor shall be permanently enjoined and precluded from asserting against the Reorganized Debtor, or against its assets or properties or any transferee thereof, any other or further Claim or other debt of the Debtor based upon any document, instrument, or act, omission, transaction, or other activity of any kind or nature that occurred prior to entry of the Discharge Order except as expressly set forth in the Plan. In the event that, after entry of the Discharge Order, any Person asserts, against the Reorganized Debtor or any of its subsidiaries or affiliates, any right to payment or equitable remedy for breach of performance which gives rise to a right of payment, which right was not asserted prior to entry of the Discharge Order but is based on any act, fact, event, occurrence, or omission, by or relating to the Debtor, as the Debtor existed before entry of the Discharge Order, and in further event that such right is determined by a court of competent jurisdiction not to be discharged pursuant to the provisions of Bankruptcy Code § 1141 or the Plan, and that such right may be asserted against the Reorganized Debtor, then, in such circumstances the holder of such right shall be entitled to receive from the Reorganized Debtor value equivalent to the value such holder would have received if such right had been asserted against the Debtor before the Confirmation Date and only to the extent such right would have been allowed or allowable as a Claim. Nothing contained in the Plan shall have the effect of excepting from discharge any Claim that is or would be discharged pursuant to Bankruptcy Code § 1141 or this Plan.

(c) Release of Certain Claims and Actions

As of and upon entry of the Discharge Order, all Persons or Entities who have held, hold, or may hold Claims against the Debtor and/or the Estate shall be deemed to have waived, released, and discharged all rights or claims, whether based upon tort, contract or otherwise, which they possessed or may possess prior to entry of the Discharge Order against the Debtor and/or the Estate, except as otherwise provided for in the Plan (including the documents filed as Schedules to the Plan) or the Confirmation Order; provided, however, that the foregoing release shall not apply to performance or nonperformance under the Plan or related instruments, securities, agreements or documents, or to any action or omission that constitutes actual fraud or criminal behavior. The Discharge Order shall contain a permanent injunction to effectuate these releases.

(d) **Exculpation**

To the fullest extent permitted by § 1125(e) of the Bankruptcy Code, the Debtor, the Reorganized Debtor, and its respective members, officers, directors, employees, representatives, counsel, or agents shall be deemed released by each of them against the other and by the holders of Claims of and from any and all claims, obligations, rights, causes of action, and liabilities for any act or omission in connection with, or arising out of, the Chapter 11 Case, including, without limiting the generality of the foregoing, the Disclosure Statement, the pursuit and approval of the Disclosure Statement, the pursuit of 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 Avoidance Actions, willful misconduct or gross negligence, and all such persons, in all respects, shall be entitled to rely upon the advice of counsel with respect to its duties and responsibilities under the Plan and under the Bankruptcy Code.

(e) **Conditions Precedent to Confirmation**

The Plan shall not be confirmed unless and until the Bankruptcy Court has entered the Confirmation Order in a form and substance satisfactory to the Debtor.

(f) **Conditions Precedent to the Effective Date**

The Plan shall not become effective and operative unless and until the Effective Date occurs. The Effective Date shall occur: (i) after the Confirmation Order has been entered, has not been modified or altered in any way, and no stay of the Confirmation Order shall be in effect, and (ii) the other conditions set forth in Article 11 of the Plan are satisfied.

(g) **Rounding**

Whenever any payment of a fraction of a cent would otherwise be called for, the actual payment shall reflect a rounding of such fraction to the nearest whole cent, with one-half cent being rounded up to the nearest whole cent. To the extent Cash remains undistributed as a result of the rounding of such fraction to the nearest whole cent, such Cash shall be treated as unclaimed property under the Plan.

ARTICLE V
CONFIRMATION OF THE PLAN

A. FEASIBILITY

Section 1129(a) of the Bankruptcy Code requires a judicial determination that confirmation of the Plan will not likely be followed by liquidation or the need for further financial reorganization of the Debtor unless liquidation is contemplated under the Plan.

In connection therewith, the Debtor is confident that there will be sufficient funds on hand to satisfy the minimum distributions required under § 1129(a)(9) of the Bankruptcy Code and the obligations of the Reorganized Debtor under the Plan from the continued operation of the Reorganized Debtor.

B. ACCEPTANCE

As a condition to Confirmation of the Plan, § 1129(a) of the Bankruptcy Code, with certain exceptions, requires that each impaired Class accept the Plan. In general, a class is “impaired” if the legal, equitable, or contractual rights attaching to the Claims of that class are modified, other than by curing defaults and reinstating maturities or by payment in full in cash.

The Bankruptcy Code defines acceptance of a plan (a) by a class of creditors entitled to vote thereon as acceptance by holders of two-thirds in dollar amount and a majority in number of Allowed Claims in that class and (b) by a class of equity holders entitled to vote thereon by acceptance two-thirds in amount of such interests. Each calculation, however, includes only those holders of Allowed Claims who actually vote to accept or reject the Plan.

Under § 1126(f) of the Bankruptcy Code, classes of Allowed Claims that are not “impaired” under the Plan are conclusively deemed to have accepted the Plan. Under § 1126(g) of the Bankruptcy Code, classes that receive no distributions under the Plan are conclusively deemed to have rejected the Plan. For these reasons, acceptances of the Plan are being solicited from all Classes impaired pursuant to the Plan, if any.

C. NON-ACCEPTANCE AND CRAM DOWN

If any Class of impaired Claims fails to accept the Plan, the Debtor will seek to effect a “cram down” on such dissenting Class and all Classes that are junior to such dissenting Class under § 1129(b) of the Bankruptcy Code. The Debtor also reserves the right to amend the Plan and request the Bankruptcy Court to confirm the Plan as further amended. If an amendment(s) to the Plan is material, the Debtor may have to re-solicit acceptances from any Class affected by the change(s), unless that Class can be deemed to have accepted or rejected the Plan.

The Plan’s treatment of Classes is consistent with the foregoing. Consequently, the Debtor believes that if any of the holders in Classes that are impaired reject the Plan, the Plan may be confirmed over such opposition. Pursuant to § 1129(b) of the Bankruptcy Code, the Debtor will seek Confirmation of the Plan, notwithstanding the possible rejection of the Plan by holders of Claims in any class.

D. BEST INTERESTS TEST - - LIQUIDATION ANALYSIS

Notwithstanding acceptance of the Plan in accordance with section 1126 of the Bankruptcy Code, the Court must find that each member of an impaired class of creditors, if any, has each accepted the Plan, or will receive or retain property of a value, as of the Effective Date of the Plan, that is not less than the amount such creditor or interest holder would have received or retained if the Estate was liquidated under Chapter 7 of the Bankruptcy Code. The Debtor believes that the Plan complies with this “best interests” test.

As discussed below, a conversion of the Chapter 11 Case to a case or cases administered under Chapter 7 of the Bankruptcy Code, followed by liquidation under Chapter 7, would engender greater risks than the reorganization contemplated by the Plan and would substantially reduce the amount of assets available for distribution to creditors. When combined with the inevitable delay caused by the appointment of a Chapter 7 trustee and the retention of the trustee’s professionals, distribution to holders of Allowed Claims that would otherwise be made on the Effective Date of the Plan necessarily will be delayed for an indefinite period.

A conversion of the Chapter 11 Case to a case administered under Chapter 7 of the Bankruptcy Code would require the appointment of a trustee(s) to conduct the liquidation of the Estate. Such a trustee would likely have limited historical experience or knowledge of the Chapter 11 Case or of the Debtor's records, assets, or business. The fees charged by a Chapter 7 trustee(s) and any professionals hired by the Chapter 7 trustee(s) could impose additional administrative costs on the Estate that will not be incurred under the Plan and which will be paid ahead of Allowed Administrative, Priority Tax, and Other Priority Claims.

The Plan's treatment of Allowed Secured Claims generally provides that in the first year following confirmation, the Debtor will make interest-only payments on the majority of its secured debts. Taking this treatment into consideration, the Debtor projects that the Properties will generate net income, after payment of secured debt service, of \$74,306 per month. The Debtor proposes to deposit \$60,000 of this sum per month into the Distribution Reserve to fund distributions to Allowed Administrative Claims, Allowed Priority Claims, and Allowed Unsecured Claims, while withholding approximately \$14,306 in reserve for routine capital improvements necessary to maintain the marketability and value of the Properties. The Debtor will also have additional net monthly income from management of the Properties and other employment of \$5,204, which will also be added to the Distribution Reserve. Thus, in the first year of the Plan, the Debtor will have \$65,204 per month (or \$782,448 for the year) to fund disbursements to administrative, priority and unsecured creditors.

In the subsequent four years of the Plan, the Debtor's secured debt service obligations will necessarily increase based on the Plan's revised loan amortizations. The Debtor projects that during these years the Properties will generate lower net income, after payment of secured debt service, of \$38,682 per month. The Debtor proposes to deposit \$24,000 of this sum per month into the Distribution Reserve to fund distributions to Allowed Administrative Claims, Allowed Priority and Allowed Unsecured Claims, while withholding approximately \$14,682 in reserve for necessary capital improvements. The Debtor also anticipates that it will continue to deposit \$5,204 in net monthly income to the Distribution Reserve from management of the Properties and other employment. Thus, the Debtor will have \$29,204 per month (or \$1,401,792 for the year) to fund disbursements to administrative, priority and unsecured creditors in Plan years 2-5.

The Debtor has also analyzed its potential recoveries from Avoidance Actions. Potentially preferential payments of approximately \$500,000 were made by the Debtor to trade creditors within 90 days of the bankruptcy filing. However, the majority of such transfers were made in the ordinary course of business or were simultaneous exchanges for new value. A lesser number were made in exchange for subsequent new value, giving rise to additional unsecured claims against the Debtor. Additionally, a large number of potentially preferential payments were made to insiders Two Mile Enterprises, LLC and Two Mile Properties, LLC, within one year of the bankruptcy filing. However, even if such claims are not subject to the statutory defenses referenced above, both entities have been dissolved and now hold few, if any, assets from which the Debtor might recover any funds. The Debtor expects that the net benefit to the Estate from the prosecution of avoidance actions, after payment of associated legal expenses, to be approximately \$75,000.

The Debtor projects that Allowed Administrative Claims during the Plan period will total \$300,000, and that Allowed Priority Claims (consistently mainly of tax obligations) will total \$632,426. The pool of general unsecured claims appears to total \$23,500,000. Therefore, the amount remaining in the Distribution Reserve after payment of Allowed Administrative and Priority Claims of \$1,326,814 represents at least a 5.6% distribution to Allowed General Unsecured Claims.

If the Chapter 11 Case converted to a liquidation proceeding under Chapter 7, the Debtor assumes that the holders of Allowed Secured Claims would obtain relief from stay to exercise their *in rem* rights as to the underlying collateral. The Debtor's remaining unencumbered, non-exempt property available to satisfy the claims of creditors is valued at approximately \$682,215. The Debtor conservatively estimates that the Chapter 7 trustee's fees would total at least \$35,000 (roughly 5% of the value of all available assets), which amount would only increase were the trustee to retain additional professionals to assist him in the liquidation of the Debtor's assets. Of the remaining \$647,215 still available for distribution to creditors, at least \$632,426 would be distributed to Allowed Priority Claims before any payments to unsecured creditors under § 507 of the Bankruptcy Code. Thus, the estimated amount available for distribution to Allowed Unsecured Claims in a liquidation proceeding would be approximately \$15,000 (representing a .06% dividend).

Under the proposed Plan, Allowed Administrative and Priority Claims will be paid in full, Allowed Secured Claims will be paid in full up to the value of their respective collateral, and unsecured creditors will receive at least a 5.6% distribution on their Allowed Claims. On the other hand, if this case were converted to a liquidation proceeding, the holders of Allowed Secured Claims would be paid only a fraction of their respective claims while the unsecured creditors would receive essentially nothing. Thus, confirmation of the Plan is preferable to liquidating the case under Chapter 7 of the Bankruptcy Code because creditors will receive more under the Plan than they would receive in a Chapter 7 case by preserving the going-concern value of the Debtor's assets.

Further, conversion of the case to a later Chapter 7 case would necessarily occasion substantial delay associated with the trustee(s) and its professionals educating themselves as to the particularities of the Estate. The Plan, in contrast, provides an efficient mechanism for periodic distributions to holders of Allowed Claims that would not exist in a liquidation scenario. Consequently, the value of the liquidation proceeds would be further reduced by the time value of money.

Accordingly, for all the foregoing reasons, the Debtor believes that confirmation of the Plan is in the best interests of the Creditors and fully complies with the statutory requirements of the Bankruptcy Code.

ARTICLE VI **MATERIAL UNCERTAINTIES AND RISK FACTORS**

HOLDERS OF CLAIMS AGAINST THE DEBTOR AND THE ESTATE SHOULD READ AND CAREFULLY CONSIDER THE RISK FACTORS SET FORTH BELOW, AS WELL AS OTHER INFORMATION SET FORTH IN THE DISCLOSURE STATEMENT (AND THE DOCUMENTS DELIVERED TOGETHER HERewith AND/OR INCORPORATED BY REFERENCE HEREIN). THESE RISK FACTORS SHOULD NOT, HOWEVER, BE REGARDED AS CONSTITUTING THE ONLY RISKS INVOLVED IN CONNECTION WITH THE PLAN AND IMPLEMENTATION THEREOF.

A. CERTAIN DISPUTED CLAIMS

The feasibility of the Plan is predicated upon the levels of the Claims not being materially in excess of the amounts estimated herein and in the Plan. If such claims are substantially in excess of the estimated amounts, the Debtor's ability to satisfy its payment obligations under the Plan

could be impacted.

Moreover, the stated amounts of claims in each Class listed above are merely estimates based on the amounts listed on the Debtor's Schedules and the current claims register published by the Clerk of the Bankruptcy Court. All amounts are subject to change upon the completion of the claims review and objection process by the Reorganized Debtor.

B. CONDITIONS TO CONFIRMATION AND EFFECTIVE DATE

As more fully discussed herein, if certain conditions precedent to Confirmation and the Effective Date have not been satisfied, the Plan may be withdrawn and the Confirmation Order vacated.

C. CERTAIN TAX MATTERS

Implementation of the Plan may have material federal income tax consequences to the Debtor and to holders of the Claims.

ARTICLE IX
CONCLUSION

FOR THE REASONS SET FORTH IN THIS DISCLOSURE STATEMENT, THE DEBTOR BELIEVES THAT CONFIRMATION AND CONSUMMATION OF THE PLAN IS PREFERABLE TO ALL OTHER ALTERNATIVES. THE DEBTOR THUS URGES ALL CREDITORS ENTITLED TO VOTE TO ACCEPT THE PLAN AND TO EVIDENCE SUCH ACCEPTANCE BY RETURNING THEIR BALLOTS SO THAT THEY WILL BE RECEIVED BY [_____].

Dated: Charlotte, North Carolina
July 6, 2010

/s/ Raymond B. Farmer

Raymond B. Farmer

/s/ Diane P. Farmer

Diane P. Farmer

/s/ Joshua B. Farmer

Joshua B. Farmer

/s/ Andrea G. Farmer

Andrea G. Farmer

EXHIBIT A:

Joint Plan of Reorganization of Joshua and Andrea Farmer and Raymond and Diane Farmer,
Pursuant to Section 1121(a) of the Bankruptcy Code