

**IN THE UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF INDIANA
HAMMOND DIVISION**

In re:

T-L BRYWOOD LLC,

Debtor/Debtor-in-Possession.

Case No. 13-21804

Chapter 11

Judge J. Philip Klingeberger

**FIRST AMENDED PLAN OF
REORGANIZATION FOR T-L BRYWOOD, LLC PROPOSED BY
RCG-KC BRYWOOD, LLC, THE DEBTOR'S SENIOR SECURED CREDITOR**

David J. Fischer
Phillip W. Nelson
Yeny C. Estrada
LOCKE LORD LLP
111 South Wacker Drive
Chicago, Illinois 60606
Telephone: 312-201-2000
Facsimile: 312-201-2555
david.fischer@lockelord.com
phillip.nelson@lockelord.com
yeny.estrada@lockelord.com
Counsel for RCG-KC Brywood, LLC

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**FIRST AMENDED PLAN OF
REORGANIZATION FOR T-L BRYWOOD, LLC PROPOSED BY
RCG-KC BRYWOOD, LLC, THE DEBTOR’S SENIOR SECURED CREDITOR**

RCG-KC Brywood, LLC (“**RCG**”), successor by assignment to The PrivateBank & Trust Company (“**PrivateBank**”) proposes the following plan of reorganization (the “**RCG Plan**”) for T-L Brywood, LLC (the “**Debtor**”), for the resolution of the outstanding claims against, and equity interests in, the Debtor pursuant to chapter 11 of the Bankruptcy Code. Capitalized used in the RCG Plan and not otherwise defined herein shall have the meanings ascribed to such terms in Article I

**ARTICLE I
DEFINITIONS AND INTERPRETATION**

The following terms, when capitalized, shall have the meanings specified below, and such meanings shall equally be applicable to the singular and plural forms of such terms. Unless otherwise specified, all section, article and exhibit references in this RCG Plan are to the respective section in, article of or exhibit to this RCG Plan. The words “herein,” “hereof,” “hereto,” or “hereunder” and similar terms shall refer to this RCG Plan as a whole and not to any particular section of this RCG Plan. Any term used in this RCG Plan not defined herein but defined in the Bankruptcy Code or the Bankruptcy Rules shall have the meaning ascribed to that term in the Bankruptcy Code or Bankruptcy Rules, as applicable. The headings in this RCG Plan are for convenience only and shall not otherwise affect the provisions of this RCG Plan.¹

1.1 “**Allowed**” or “**Allowed Claim**” means (a) any Claim, proof of which is timely filed by the applicable Claim bar date and for which no objection has been filed either pre-Effective Date or post-Effective Date, subject to the Post-Effective Date Claim Objection Deadline; or (b) any Claim that is allowed pursuant to the RCG Plan or a Final Order of the Bankruptcy Court. For the avoidance of doubt, any Claim that has been or is hereafter listed in the Debtor’s schedules as contingent, unliquidated or disputed, or for which no proof of Claim is or has been timely filed, is not considered Allowed and shall be expunged without further action by the Debtor or the Bankruptcy Court.

1.2 “**Asset**” means all assets of the Debtor of any nature whatsoever including, without limitation, all property of the Estate pursuant to section 541 of the Bankruptcy Code, Cash, Causes of Action, accounts receivable, tax refunds, claims of right, interests, Personal Property, Real Property, tangible and intangible, and all proceeds of the foregoing.

1.3 “**Ballot**” means the ballot form distributed with the RCG Disclosure Statement to each holder of a Claim eligible to vote on this RCG Plan in connection with the solicitations of acceptances of this RCG Plan.

¹ At times, the RCG Plan may contain words and phrases defined or otherwise set forth in the Debtors’ *First Amended Joint Plan of Reorganization* filed on or about April 25, 2014 [Dkt. No. 314].

1.4 “Bankruptcy Code” means the United States Bankruptcy Code, codified at title 11 of the United States Code, 11 U.S.C. §§ 101-1532, as the same may be amended from time to time.

1.5 “Bankruptcy Court” means the United States Bankruptcy Court for the Northern District of Indiana, Hammond Division.

1.6 “Bankruptcy Rules” means the Federal Rules of Bankruptcy Procedure.

1.7 “Business Day” means any day, other than a Saturday, Sunday or legal holiday, as defined in Bankruptcy Rule 9006(a).

1.8 “Case” means the Debtor’s case under chapter 11 of the Bankruptcy Code, Case No. 13-21804 (JPK).

1.9 “Cash” means cash, cash equivalents and other readily marketable securities or instruments including, without limitation, certificates of deposit and commercial paper of any entity.

1.10 “Cash Collateral” shall have the meaning set forth in section 363(a) of the Bankruptcy Code.

1.11 “Causes of Action” means any and all claims, actions, adversary proceedings, causes of action, liabilities, obligations, rights, suits, debts, sums of money, damages, judgments and demands whatsoever, whether pending or not pending, known or unknown, whether or not scheduled by the Debtor, disputed or undisputed, legal or equitable, absolute or contingent, that are pending or have accrued or are accruing to the Debtor or the Estate, or that may be pursued derivatively by or on behalf of the Debtor or the Estate, including, without limitation: (a) all rights, claims and causes of action under Chapter 5 of the Bankruptcy Code; and (b) the right to file one or more proofs of claim in the Tri-Land Properties Case based on transfers that the Debtor made to Tri-Land Properties.

1.12 “Claim” shall have the meaning set forth in Bankruptcy Code section 101(5).

1.13 “Class” means a category or group of holders of Claims designated in Article 3 of this RCG Plan pursuant to Bankruptcy Code section 1123(a).

1.14 “Class A Voting Units” means the class of membership interests in the Reorganized Debtor providing the holder thereof with a right to vote on any matters subject to a vote by the members of the Reorganized Debtor, of which 1,000 Class A Voting Units will be authorized pursuant to the limited liability company operating agreement of Reorganized Debtor.

1.15 “Confirmation Date” means the date on which the Clerk of the Bankruptcy Court enters the Confirmation Order on the docket of the Case.

1.16 “Confirmation Hearing” means the hearing held by the Bankruptcy Court to consider confirmation of this RCG Plan pursuant to section 1129 of the Bankruptcy Code, as such hearing may be adjourned from time to time.

1.17 “Confirmation Order” means the order entered by the Court which confirms the RCG Plan.

1.18 “Debtor” means T-L Brywood LLC.

1.19 “Disputed Claim” means every Claim, or portion thereof, other than Professional Compensation Claims, which is (a) listed on the Debtor’s bankruptcy schedules as disputed; or (b) the subject of an objection, at any time prior to the Post-Effective Date Claim Objection Deadline, a contested matter or adversary proceeding in the Case, regardless of how such Claim may be listed on the Debtor’s schedules. For the avoidance of doubt, all Claims are hereby considered Disputed Claims unless otherwise expressly determined to be Allowed Claims as set forth in this RCG Plan.

1.20 “Distribution” means the payment of Cash required under this RCG Plan to be distributed to holders of Allowed Claims.

1.21 “Effective Date” means the first Business Day after the Confirmation Order is entered on the Case docket by the Bankruptcy Court.

1.22 “Equity Interest” means a membership interest in the Debtor prior to the Effective Date.

1.23 “Estate” means the Debtor’s estate created pursuant to section 541 of the Bankruptcy Code upon commencement of the Case.

1.24 “Face Value” means the principal amount of a Claim and which excludes interest, fees and similar expenses.

1.25 “Final Order” means an order or judgment of the Bankruptcy Court or any other court of competent jurisdiction that has not been reversed, vacated or stayed, and as to which (a) the time to appeal or move for reargument or rehearing has expired, and as to which no appeal, reargument or rehearing shall be pending, or (b) if an appeal, reargument or rehearing has been sought, such order or judgment shall have been affirmed by the highest court to which such order or judgment was appealed, or reargument or rehearing shall have been denied or resulted in no modification of such order or judgment, and the time to take further appeal or move for reargument or rehearing shall have expired; provided, however, that a motion pursuant to Rule 60 of the Federal Rules of Civil Procedure or an analogous rule shall not prevent an order from becoming a Final Order.

1.26 “General Unsecured Claim” means any unsecured claim that is not an Insider Claim, Priority Tax Claim, the RCG Unsecured Deficiency Claim, the Planet Fitness Claim or the Mesriow Note Claim.

1.27 “Impaired”, when used with respect to a Claim, means a Claim that is impaired within the meaning of section 1124 of the Bankruptcy Code.

1.28 “Insider” shall have the meaning set forth in section 101(31) of the Bankruptcy Code. For the avoidance of doubt, Insiders shall include, without limitation, Tri-Land Properties, T-L Cantonville Pro LLC, Tri-Land Pro LLC and Tri-Land Holdings, Inc.

1.29 “Jackson County Secured Claim” means the Allowed Amount of the Secured Claim filed by the Jackson County Acting Director of Collection.

1.30 “Mesirow Note Claim” means any Claim arising under or relating to the Promissory Note by and among Mesirow and the Debtor.

1.31 “New Equity Contribution” means \$500,000.00, to be contributed to the Reorganized Debtor by RCG on the Effective Date.

1.32 “New Equity Interests” means the Class A Voting Units of the Reorganized Debtor authorized pursuant to the RCG Plan.

1.33 “New Insider Notes” means one or more non-amortizing promissory notes issued by the Reorganized Debtor to the Holders of Allowed Insider Claims, in an aggregate principal amount equal to 50% of the Insider Claims that are Allowed following the resolution of all objections to such Claims, with simple interest payable annually at a rate of 4 percent *per annum*, with the principal amount of the note due and payable on or before the 10th anniversary of the Effective Date.

1.34 “Organizational Documents” means the certificate of formation of Reorganized Debtor and the limited liability company operating agreement of Reorganized Debtor, each in form and substance acceptable to RCG.

1.35 “Personal Property” means the personal property belonging to the Debtor which secures the RCG Indebtedness including, without limitation, Cash Collateral.

1.36 “Petition Date” means March 12, 2012.

1.37 “Planet Fitness Claim” means the proof of Claim filed by PFKC, Inc., using the trade name Planet Fitness.

1.38 “Post-Effective Date Claim Objection Deadline” means the date that is sixty (60) days following the Effective Date.

1.39 “Priority Tax Claim” means a Claim of a governmental unit pursuant to sections 502(i) and 507(a)(8) of the Bankruptcy Code.

1.40 “Pro Rata” means the proportion that (a) the Allowed amount of a Claim or Equity Interest in a particular Class (or several Classes taken as a whole) bears to (b) the aggregate Allowed amount of all Claims or Equity Interests in such Class (or several Classes taken as a whole), unless the RCG Plan provides otherwise.

1.41 “Professional Compensation Claim” means any Claim for professional fees, expenses and other reimbursable costs incurred by professionals and entitled to priority under

section 507(a)(2) of the Bankruptcy Code for services rendered and expenses incurred, subject to award by the Bankruptcy Court under section 330 of the Bankruptcy Code.

1.42 “RCG Collateral” means the Personal Property, Real Property and any other collateral under the RCG Loan Documents securing the RCG Indebtedness.

1.43 “RCG Disclosure Statement” means the Disclosure Statement relating to this RCG Plan, including, without limitation, all exhibits and schedules thereto, that is approved by the Bankruptcy Court pursuant to sections 1125 and 1126(b) of the Bankruptcy Code.

1.44 “RCG Indebtedness” means the amount owed by the Debtor to RCG under that certain Promissory Note by and between the Debtor and PrivateBank dated as of December 7, 2009 in the amount of \$12,258,454.70 (as amended from time to time, the “**Note**”) and secured by that certain Deed of Trust, Assignment of Rents, Security Agreement and Financing Statement by and between the Debtor and PrivateBank dated as of December 7, 2009 and recorded on December 14, 2009 as Document No. 2009E0125351 with the Jackson County Recorder of Deeds (the “**Mortgage**”). In addition, any amounts paid (a) either directly by RCG, or (b) from the RCG Collateral, to or for the benefit of an Entity holding an Allowed Claim, shall be deemed an addition to the RCG Indebtedness, except to the extent that RCG, in the exercise of its sole discretion, elects to be subrogated to the rights of any Entity which RCG pays, or which is paid from the RCG Collateral. For the avoidance of doubt, the RCG Indebtedness also shall include, to the extent permitted either under the Bankruptcy Code or applicable non-bankruptcy law, interest, fees (including, without limitation, attorneys’ fees), expenses, costs and all other amounts allowed under the RCG Loan Documents that have accrued after the Petition Date.

1.45 “RCG Loan Documents” means the Note and Mortgage, and all other documents evidencing, securing, or related to the RCG Indebtedness.

1.46 “RCG Plan” means this plan of reorganization proposed by RCG, together with any amendments, supplements or modifications thereto.

1.47 “RCG Secured Claim” means an amount equal to the fair market value of the RCG Collateral.

1.48 “RCG Unsecured Deficiency Claim” means the amount, if any, by which the RCG Indebtedness exceeds the RCG Secured Claim.

1.49 “Real Property” means the Debtor’s real property located at 63rd Street and Blue Ridge in Kansas City, Missouri, commonly known as the Brywood Centre, and which legally is described in Exhibit A attached hereto.

1.50 “Reorganized Debtor” means a limited liability company newly formed under the laws of the State of Delaware and to be owned one hundred percent (100%) by RCG.

1.51 “Secured Claim” means any Claim that is secured by a lien on the Personal Property or Real Property of the Debtor, to the extent such lien is valid, perfected and enforceable under applicable law and is not subject to avoidance under the Bankruptcy Code or

non-bankruptcy law, and only to the extent of the value of such Personal Property or Real Property, as determined in accordance with section 506(a) of the Bankruptcy Code.

1.52 “**Tri-Land Properties Case**” means the bankruptcy case of Tri-Land Properties, currently pending before the Bankruptcy Court for the Northern District of Indiana, Case No. 12-22263.

1.53 “**Tri-Land Properties**” means Tri-Land Properties, Inc.

1.54 “**Unimpaired**” means a Claim that is not Impaired.

ARTICLE II UNCLASSIFIED CLAIMS

2.1 Professional Compensation Claims

A Professional Compensation Claim for which a final fee application has been properly filed and served shall be payable by RCG to the extent approved by a final order of the Bankruptcy Court. Each holder of a Professional Compensation Claim shall be required to submit to the Debtor and RCG at least ten (10) business days prior to the Confirmation Date an estimate of the portion of its Professional Compensation Claim in connection with this Case that will have accrued prior to and including the Confirmation Date, but that have not yet been included in a monthly fee statement or interim fee application previously submitted to the Bankruptcy Court. In addition, along with the estimate provided pursuant to the preceding sentence, each holder of a Professional Compensation Claims shall provide to the Debtor and RCG a statement of all amounts previously approved by the Bankruptcy Court but not yet paid.

On the Effective Date, RCG will place into an escrow account an amount sufficient to satisfy the face amount of all Professional Compensation Claims in full. RCG shall have sixty (60) days from the Effective Date to object or otherwise challenge any Professional Compensation Claim. On the later of (a) sixty days from the Effective Date unless an objection to the Claim is pending, or (b) the date on which a Professional Compensation Claim becomes an Allowed Claim, each such Allowed Professional Compensation Claim shall receive, in full and final satisfaction, settlement, release and discharge of such Allowed Professional Compensation Claim, Cash equal to the unpaid portion of such Allowed Professional Compensation Claim.

2.2 Priority Tax Claims

On the later of (a) the Effective Date, unless an objection to the Claim is pending, or (b) the date on which a Priority Tax Claim becomes an Allowed Claim, each such Allowed Priority Tax Claim, if any, shall receive, in full and final satisfaction, settlement, release and discharge of such Allowed Priority Tax Claim against the Debtor, Cash equal to the unpaid portion of such Priority Tax Claim.

2.3 U.S. Trustee Fees

On or as soon as reasonably practicable after the Effective Date, any unpaid U.S. Trustee fees then due shall be paid in full. Any U.S. Trustee fees due thereafter shall be paid upon the

entry of a final decree closing the Case, or a Bankruptcy Court order converting or dismissing the Case, as the case may be.

**ARTICLE III
CLASSIFICATION OF CLAIMS**

The Claims and Interests in the RCG Plan are divided into the following classes:

<u>Class</u>	<u>Claim/Equity Interest</u>	<u>Status</u>	<u>Voting Rights</u>
1	RCG Secured Claim	Impaired	Entitled to Vote
2	RCG Unsecured Deficiency Claim	Impaired	Entitled to Vote
3	Jackson County Secured Claim	Unimpaired	Deemed to Accept
4	General Unsecured Claims	Impaired	Entitled to Vote
5	Planet Fitness Claim	Impaired	Entitled to Vote
6	Mesirow Note Claim	Impaired	Entitled to Vote
7	Insider Claims	Impaired	Not Entitled to Vote
8	Equity Interests	Impaired	Deemed to Reject

3.1 Class 1 - RCG Secured Claim

In full and final satisfaction, settlement, release, and discharge of the RCG Secured Claim, the holder of the RCG Secured Claim will receive payment in full in Cash of the on paid portion of the RCG Secured Claim on a date that is no later than five (5) years after the Effective Date; *provided, however*, that until the RCG Secured Claim is paid in full in Cash: (a) the prepetition security interest securing the RCG Secured Claim will remain in place and will continue with respect to substantially all of the Reorganized Debtor’s assets; (b) the Reorganized Debtor shall continue to make scheduled, monthly interest payments to RCG on the RCG Secured Claim that the prepetition, non-default rate.

Class 1 is Impaired and entitled to vote to accept or reject the RCG Plan.

3.2 Class 2 – RCG Unsecured Deficiency Claim

On the Effective Date, RCG, or any designee named by RCG, shall receive, in full and final satisfaction, settlement, release and discharge of such RCG Unsecured Deficiency Claim, one hundred percent (100%) of the New Equity Interests in the Reorganized Debtor.

Class 2 is Impaired and entitled to vote to accept or reject the RCG Plan.

3.3 Class 3 - Jackson County Secured Claim

On or as reasonably practicable after the Effective Date, the holder of the Jackson County Secured Claim shall receive, in full and final satisfaction, settlement, release and discharge of such Jackson County Secured Claim, Cash equal to the unpaid portion of such Jackson County Secured Claim. The Jackson County Secured Claim also may be paid on such other terms as may be agreed to between the holder of such Jackson County Secured Claim and RCG.

Class 3 is Unimpaired and is deemed to vote to accept the RCG Plan.

3.4 Class 4 – General Unsecured Claims

On or as reasonably practicable after the Effective Date, each holder of an Allowed Class 4 General Unsecured Claim shall receive, in full satisfaction, settlement, release and discharge of such Allowed Class 4 General Unsecured Claim, Cash equal to the unpaid portion of the Face Value of such General Unsecured Claim.

Class 4 is Impaired and entitled to vote to accept or reject the RCG Plan.

3.5 Class 5 – Planet Fitness Claim

In lieu of a Cash Distribution under the RCG Plan, in full satisfaction, settlement, release and discharge of the Planet Fitness Claim, the holder of the Planet Fitness Claim shall receive a reduction in rent in the amount of \$200,000, to be divided into twelve (12) monthly installment credits, due to the Reorganized Debtor pursuant to the Lease for Brywood Centre Kansas City, Missouri dated August 2, 2011 by and between the Debtor and PFKC, Inc., and any amendments or supplements thereto, which lease shall be assumed by the Reorganized Debtor as of the Effective Date.

Class 5 is Impaired and entitled to vote to accept or reject the RCG Plan.

3.6 Class 6 – Mesriow Note Claim

On or as reasonably practicable after the Effective Date, the holder of the Allowed Mesriow Note Claim shall receive, in full satisfaction, settlement, release and discharge of such Allowed Class 6 Mesriow Note Claim, Cash equal to six hundred thousand dollars (\$600,000.00).

Class 6 is Impaired and entitled to vote to accept or reject the RCG Plan.

3.7 Class 7 - Insider Claims

Each holder of an Insider Claim that is finally Allowed by the Bankruptcy Court after resolution of all objections thereto shall receive, in full satisfaction, settlement, release and discharge of such Allowed Class 7 Insider Claims, their pro rata share of the New Insider Notes.

Class 7 is Impaired under the RCG Plan. Pursuant to section 1129(a)(10) of the Bankruptcy Code, acceptances of the Plan by insiders are not considered in determining whether a class of Claims has accepted the Plan and, accordingly, Holders of Class 7 Insider Claims will not be solicited for acceptances of the Plan.

3.8 Class 8 - Equity Interests

Existing Equity Interests shall be cancelled and shall not receive or retain any Distribution under this RCG Plan.

Class 8 is Impaired and is deemed to vote to reject the RCG Plan.

**ARTICLE IV
MEANS FOR EXECUTION OF THE RCG PLAN**

4.1 Source of Funds. All Cash necessary for RCG to make payments of Cash pursuant to the RCG Plan shall be obtained from the following sources: (a) the Debtor's Cash on hand, which shall be transferred to RCG on the Effective Date, and (b) New Equity Contribution to be provided by RCG on the Effective Date.

4.2 Condition Precedent to Confirmation. Confirmation of the RCG Plan is subject to entry of the Confirmation Order, which shall be in form and substance satisfactory to RCG.

4.3 Causes of Action.

(a) As of the Effective Date, any and all Causes of Action that are pending, that have accrued or that are accruing to the Debtor or the Estate shall vest in RCG, pursuant to Section [] hereof, and RCG shall retain all of the Causes of Action of the Debtor and its Estate, including, without limitation, fraudulent transfer and preferential transfer claims under Chapter 5 of the Bankruptcy Code.

(b) RCG shall have the authority and standing to prosecute such Causes of Action on behalf of and for the benefit of the Estate and the Debtor's creditors, including the authority to compromise, discontinue, abandon or dismiss any or all such Causes of Action without Bankruptcy Court approval; provided, however, that any settlement of a Cause of Action shall be subject to approval by the Bankruptcy Court pursuant to Bankruptcy Rule 9019.

(c) Proceeds of such Causes of Action, if any, shall be distributed as follows: (a) first, to RCG, to reimburse it for the New Equity Contribution provided to the Estate on the Effective Date to fund this RCG Plan, and (b) then, to holders of Allowed Claims in accordance with this RCG Plan.

(d) Confirmation of this RCG Plan does not release any Cause of Action, and the Confirmation Order shall not have any res judicata or collateral estoppel effect on RCG's prosecution of any Cause of Action.

4.4 Vesting of Assets. On the Effective Date, all property of the Estate shall vest in the Reorganized Debtor free and clear of all liens, Claims, encumbrances, charges and other interests. From and after the Effective Date, the Reorganized Debtor may operate the Debtor's business pursuant to the terms of the RCG Plan and may use, acquire and dispose of property free and clear of any restrictions imposed by the Bankruptcy Code.

4.5 Cancellation of Existing Securities. On the Effective Date, any Equity Interest in Debtor shall be cancelled, retired and eliminated from the membership interests which the Debtor shall be authorized to issue and the holders of any Equity Interest in Debtor prior to the Effective Date shall have no rights with respect to such cancelled, retired and eliminated Equity Interests.

4.6 Issuance of New Equity Interests. In accordance with this RCG Plan, on the Effective Date, the Reorganized Debtor is authorized to, and shall issue, to (i) RCG, or any

designee named by RCG, 100 percent (100%) of the New Equity Interests in the Reorganized Debtor, which shall collectively consist of all of the issued and outstanding membership interests of the Reorganized Debtor. The Reorganized Debtor is authorized to, and shall issue one thousand (1,000) Class A Voting Units to RCG without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or the vote, consent, authorization or approval of any entity.

Without limiting the effect of section 1145 of the Bankruptcy Code, all documents, agreements, and instruments entered into and delivered on or as of the Effective Date contemplated by or in furtherance of this RCG Plan, including, without limitation, any of the Organizational Documents or any other agreement or document related to or entered into in connection with any of the foregoing, shall become, and shall remain, effective and binding in accordance with their respective terms and conditions upon the parties thereto, in each case without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or the vote, consent, authorization or approval of any entity (other than as expressly required by such applicable agreement).

Any New Equity Interests issued in accordance with this RCG Plan shall not be registered under the Securities Act of 1933, as amended.

4.7 Reorganized Debtor.

(a) Formation and Name. On or prior to the Effective Date, the Reorganized Debtor shall have been formed as a limited liability company pursuant to the laws of the State of Delaware.

(b) Management. The powers of the Reorganized Debtor shall be exercised by or under the authority of, and the business and affairs of the Reorganized Debtor shall be managed under the direction of, a manager or managers to be appointed by RCG, as the holder of all of the issued and outstanding Class A Voting Units.

(c) Units. The equity of Reorganized Debtor shall consist of one thousand (1,000) Class A Voting Units.

4.8 Corporate Action. On the Effective Date, all matters provided for herein that would otherwise require approval of the members or managers of the Debtor or Reorganized Debtor, including without limitation, the authorization (a) to cancel the Equity Interests in Debtor, (b) to issue or cause to be issued the New Equity Interests in Reorganized Debtor, (c) for documents and agreements to be effectuated pursuant to this RCG Plan, the election or appointment as the case may be, of managers and officers of the Reorganized Debtor pursuant to this RCG Plan and the Organizational Documents and (d) the qualification of the Reorganized Debtor as a foreign limited liability company or entity wherever the conduct of business by such entity requires such qualification, shall be deemed to have occurred and shall be in effect from and after the Effective Date pursuant to the applicable limited liability company law of the states in which the Debtor and the Reorganized Debtor are organized, without any requirement of further action by the members or managers of the Debtor or Reorganized Debtor.

4.9 Power of Attorney. Debtor and Reorganized Debtor hereby designate and appoint RCG, and each of its designees or agents, as attorney-in-fact of such Debtor and Reorganized Debtor, irrevocably and with power of substitution, with authority to do and perform all such acts and things as RCG may reasonably deem to be necessary, proper or convenient in connection with consummating the transactions set forth in this RCG Plan.

4.10 No Action Inconsistent with RCG Plan. On and after the Effective Date, no Person shall take any action inconsistent with or contrary to the terms of the RCG Plan. No later than three (3) Business Days after the Effective Date, a representative of the Debtor shall provide to the Reorganized Debtor all of the Debtor's books and records including, without limitation, copies of all insurance policies, unexpired leases, tax bills and assessments, and utility invoices.

4.11 Plan Modification.

(a) Alterations, amendments or modifications to this RCG Plan may be proposed in writing by RCG at any time prior to the Confirmation Hearing, provided that the RCG Plan, as altered, amended or modified satisfies the conditions of sections 1122 and 1123 of the Bankruptcy Code, and RCG shall have complied with section 1125 of the Bankruptcy Code. RCG also reserves the right to make such modifications at or prior to any Confirmation Hearing as are necessary to permit this RCG Plan to be confirmed under section 1129 of the Bankruptcy Code.

(b) A holder of a Claim that has accepted the RCG Plan shall be deemed to have accepted the RCG Plan as altered, amended or modified, provided that the proposed alteration, amendment or modification does not materially and adversely change the treatment of the Claim of such holder.

(c) After the Confirmation Date and prior to the Effective Date, RCG may make technical adjustments and modifications to the RCG Plan without further order of the Bankruptcy Court, provided that such technical adjustments and modifications do not adversely affect in a material way the treatment of holders of Claims.

(d) RCG reserves the right to revoke or withdraw the RCG Plan at any time before entry of a Confirmation Order. In the event (a) RCG revokes or withdraws the RCG Plan at any time prior to the Confirmation Date, or (b) the Confirmation Order is not entered, the RCG Plan shall be deemed to be null and void. In such event, nothing contained in the RCG Plan or the RCG Disclosure Statement shall be deemed to constitute an admission of validity, waiver or release of any Claims by or against the Debtor or any person or to prejudice in any manner the rights of the Debtor or any person in any proceeding involving the Debtor.

ARTICLE V
PROVISIONS GOVERNING DISTRIBUTIONS

5.1 Objections to Claims. Through and including the Post-Effective Date Claim Objection Deadline, RCG shall have the authority to object to (a) any liabilities listed on the Debtor's schedules, and (b) any Claim otherwise timely filed in the Case.

5.2 Timing of Distributions. RCG shall make Distributions to holders of Allowed Claims at such times as RCG deems appropriate in the exercise of its sole discretion, but in no event later than five (5) Business Days after becoming an Allowed Claim.

5.3 Disputed Claims. Should any Disputed Claim become an Allowed Claim, RCG shall make a Distribution to the holder of such Allowed Claim in accordance with the provisions of this RCG Plan.

5.4 Delivery of Distributions.

(a) Cash Distributions by check shall be mailed to each holder of an Allowed Claim entitled to receive such Distributions under this RCG Plan at the address listed on the Debtor's schedules, unless a more recent address was provided to the Debtor on the proof of Claim filed by such holder of an Allowed Claim or in writing prior to or after the Effective Date delivered to the Debtor or the Reorganized Debtor, as the case may be, and to RCG.

(b) If any Distribution is returned as undeliverable, RCG shall not be required to make further Distributions to such holder of an Allowed Claim unless and until RCG and the Reorganized Debtor are notified of such holder's then current address, at which time all previously undelivered Distributions shall be made to such holder, without interest. Nothing in this RCG Plan shall require RCG to attempt to locate any holder of an Allowed Claim.

(c) RCG shall have no obligation to make a Distribution to a holder of an Allowed Claim if RCG and the Reorganized Debtor are not notified of the then-current address of such holder within ninety (90) days of the date of such Distribution. Any such Distributions unclaimed after ninety (90) days of the date of such Distribution shall be considered unclaimed property under section 347(b) of the Bankruptcy Code.

(d) Each holder of an Allowed Claim shall be required to provide to RCG such holder's federal identification number. No Distribution shall be required to be made absent receipt of such information.

5.5 Distribution Minimum. RCG shall not be obligated to make a Distribution of less than \$20.00 in Cash.

5.6 Taxes.

(a) Withholding Taxes. Any federal or state withholding taxes or other amounts required to be withheld under applicable law shall be deducted and withheld from any Distributions. All holders of Allowed Claims shall be required to provide any information necessary to effect the withholding of such taxes. Notwithstanding the foregoing, each holder of an Allowed Claim that is to receive a Distribution under this RCG Plan shall have the sole and exclusive responsibility to satisfy and pay any tax obligations imposed on such holder by any governmental unit, including income, withholding and other tax obligations, on account of such Distribution.

(b) Transfer Taxes. Pursuant to section 1146(a) of the Bankruptcy Code, any transfers from the Debtor to any Person pursuant to the RCG Plan in the United States of

America shall not be subject to any stamp tax or similar tax, and the Confirmation Order shall direct the appropriate state or local government officials or agents to forego the collection of any such tax or governmental assessment and to accept for filing and recordation of any of the documents referred to herein without the payment of any such tax or governmental assessment.

ARTICLE VI EXECUTORY CONTRACTS AND UNEXPIRED LEASES

6.1 List of Executory Contracts. Twenty-one (21) days prior to the Confirmation Hearing, the Debtor shall provide to RCG a list of executory contracts and unexpired leases by and among the Debtor and any counterparty, or entered into on behalf or for the benefit of the Debtor and the counterparty that are to be rejected pursuant to this RCG Plan. Upon receipt of such list, RCG, in its sole discretion, may determine to assume such executory contract or unexpired lease and have such contract or lease assigned to the Reorganized Debtor in accordance with this Article VI.

6.2 Contracts and Leases Assumed.

(a) Assumption and Assignment. Subject to the provisions of Section 6.1, the following executory contracts and unexpired leases shall be assumed and assigned to the Reorganized Debtor notwithstanding any provision in such contract or lease prohibiting assignment:

(i) All policies of insurance in effect as of the Effective Date, which are to be deemed and treated as executory contracts; and

(ii) All real property leases with tenants relating to the Real Property including, without limitation, the Lease for Brywood Centre Kansas City, Missouri dated August 2, 2011 by and between the Debtor and PFKC, Inc.

(b) Cure Amounts. Except to the extent that different treatment has been agreed to by a counterparty to an executory contract or unexpired lease, within seven (7) days of the Confirmation Hearing, RCG shall file and serve with the Bankruptcy Court a list of cure amounts associated with executory contracts and unexpired leases to be assumed and provide notice to the counterparty by overnight courier. Any party that fails to object to the cure amount associated with such executory contract or unexpired lease shall forever be barred, estopped and enjoined from disputing the cure amount and asserting a Claim against the Debtor or Reorganized Debtor arising under section 365 of the Bankruptcy Code. Should a party object to the cure amount, the cure payment shall be made following entry of a Final Order resolving the dispute. RCG, acting for and on behalf of the Debtor, reserves its right to reject any executory contract or unexpired lease subject to a dispute regarding the cure amount until such time as a Final Order is entered resolving the dispute.

6.3 Contracts and Leases Not Assumed are Rejected. All executory contracts and unexpired leases not expressly assumed or rejected (a) in this RCG Plan, (b) by order of the Bankruptcy Court entered prior to the Confirmation Date, or (c) by RCG at any time after the filing of this RCG Plan but prior to the Confirmation Hearing, shall be deemed rejected as of the Confirmation Date.

6.4 Bar Date for Rejection Damages. If the rejection of an executory contract or unexpired lease pursuant to this RCG Plan results in damages to the counterparty of such contract or lease, the holder of the Claim arising out of the rejection of such contract or lease must file a proof of Claim with respect to such amounts with the Bankruptcy Court no later than thirty (30) days after service of notice of the Effective Date, which notice prominently shall state that such executory contracts and unexpired leases have been rejected. If a proof of Claim for such rejection damages is not filed within thirty (30) days after service of notice of the Effective Date, such counterparty shall be forever barred from asserting a Claim for such damages.

ARTICLE VII EFFECT OF CONFIRMATION

7.1 Setoffs and Recoupments. Except as otherwise provided in the RCG Plan, the Debtor may, but shall not be required to, set off, counterclaim or recoup against any Claim and the payments or other Distributions to be made pursuant to the RCG Plan in respect of the Claim, claims of any nature that the Estate may have against the holder of the Claim, but neither the failure to do so nor the allowance of any Claim under the RCG Plan shall constitute a waiver or release by the Debtor of any claim that the Estate may have against the holder. Setoffs, counterclaims or recoupments arising from events after the Petition Date shall reduce the payouts under any Allowed Claim dollar for dollar. Setoffs, counterclaims or recoupments arising from pre-petition events shall reduce the payout amount of the Allowed Claim proportionately with reduction in the Allowed Claim. If a setoff, counterclaim or recoupment asserted by the Debtor or RCG exceeds the amount of any Claim, the holder of the Claim shall not be entitled to any Distribution under the RCG Plan, and the Reorganized Debtor reserves its right to recover any excess setoff, counterclaim or recoupment from the holder of such Claim

7.2 Insurance Preservation. Nothing contained in this RCG Plan, including any releases, shall diminish or impair the enforceability of any policies of insurance that cover claims against the Debtor or any other person.

7.3 Discharge and Injunction. As of the Effective Date, in consideration for the obligations of the Debtor, the Reorganized Debtor and RCG under this RCG Plan, each holder of a Claim shall be deemed to have forever released and waived all Claims, demands, debts, rights, causes of action, remedies or liabilities against the Debtor and RCG. Except as otherwise provided by this RCG Plan, as of the Effective Date, all Persons that hold Claims shall be permanently enjoined from taking any of the following actions against the Debtor, RCG and their respective attorneys, accountants, financial advisors, agents and other professionals, on account of any Claim: (a) commencing or continuing in any manner any action or other proceeding respecting a Claim; (b) enforcing, attaching, collecting or recovering in any manner any judgment, award, decree or order respecting a Claim; (c) creating, perfecting or enforcing any lien or encumbrance respecting a Claim; (d) asserting a right of setoff, subrogation or recoupment of any kind respecting a Claim, the Debtor's assets or other property of the Estate; and (e) commencing or continuing any action that does not comply with or is inconsistent with this RCG Plan.

7.4 Releases by Claim Holders. Except as expressly provided in this RCG Plan, at all times on and after the Effective Date, through and including the date of entry of a Final Decree

closing the Case, all persons who have been, are or may be holders of Claims against the Debtor arising prior to the Effective Date shall be enjoined from taking any of the following actions against or affecting the Debtor, its Estate or its property, including the Assets, with respect to such Claims (other than actions brought to enforce any rights or obligations under the RCG Plan):

(a) commencing, conducting or continuing in any manner, directly or indirectly, any suit, action or other proceeding of any kind against the Debtor or its Estate, including, without limitation, all suits, actions and proceedings that are pending as of the Effective Date, except upon consent of RCG;

(b) enforcing, levying, attaching, collecting or otherwise recovering by any manner or means, whether directly or indirectly, any judgment, award, decree or order against the Debtor, its Estates or Assets;

(c) asserting any right of subrogation or recoupment of any kind, directly or indirectly, against any obligation due the Debtor, its Estate or Assets; and

(d) proceeding in any manner in any place whatsoever against the Debtor, its Estate or Assets that does not conform to or comply with the provisions of the RCG Plan.

7.5 Releases by the Debtor. Except as otherwise specifically provided in the RCG Plan, for good and valuable consideration, including the funding by RCG to facilitate the provisions contemplated by the RCG Plan, on and after the Effective Date, RCG is hereby expressly, unconditionally, irrevocably and generally released, acquitted and discharged by the Debtor and the Estate from any and all actions, Claims, obligations, rights, suits, damages, causes of action, remedies and liabilities whatsoever, including any derivative Claims asserted on behalf of the Debtor, whether known or unknown, foreseen or unforeseen, matured or unmatured, existing or hereinafter arising, in law, equity, contract, tort or otherwise, by statute or otherwise, that the Debtor or the Estate, or on behalf of the holder of any Claim, arising in whole or in part from the Case including, without limitation, the events preceding the filing of the Case, the formation, negotiation and funding of the RCG Plan and the RCG Disclosure Statement, or other occurrence relating to the Debtor taking place on or before the Confirmation Date of the RCG Plan, other than Claims or liabilities arising out of or relating to any act or omission of RCG unknown to the Debtor as of the Petition Date that constitutes willful misconduct, fraud or gross negligence, in each case as determined by final order of a court of competent jurisdiction.

7.6 Exculpation. Except to the extent arising from willful misconduct or gross negligence, any and all Claims, liabilities, Causes of Action, rights, damages, costs and obligations held by any party against the Debtor, RCG and their respective attorneys, accountants, financial advisors, agents and other professionals, and their officers, directors and employees, if any, whether known or unknown, matured or contingent, liquidated or unliquidated, existing, arising or accruing, arising between the Petition Date and the Effective Date and related to the administration of the Case or the formulation, negotiation, prosecution or implementation of this RCG Plan or the RCG Disclosure Statement to be filed in connection therewith, or the dissemination of and solicitation of votes for this RCG Plan, shall be deemed fully waived, barred, released and discharged in all respects, except as to rights, obligations,

duties, claims and responsibilities preserved, created or established by the terms of this RCG Plan. This RCG Plan and the Confirmation Order shall permanently enjoin the commencement or prosecution by any Person, whether directly, derivatively or otherwise, of any Claims, obligations, suits, judgments, damages, debts, rights, causes of action or liabilities released herein.

ARTICLE VIII MISCELLANEOUS

8.1 Notices. All notices, requests and demands upon the Debtor or RCG, as applicable, shall be in writing and be deemed delivered when received by the following:

If to the Debtor:

T-L Brywood LLC
c/o Tri-Land Properties, Inc.
One Westbrook Corporate Center
Westchester, IL 60134

and

David K. Welch, Esq.
Brian P. Welch, Esq.
Crane, Heyman, Simon, Welch & Clar
135 S. LaSalle Street
Chicago, IL 60603

and

Louis J. Wade, Esq.
McDowell, Rice, Smith & Buchanan
Skelly Building
605 West 47th Street
Kansas City, MO 64112

If to RCG:

Brad Garner
RCG Ventures
3060 Peachtree Road NW, Suite 400
Atlanta, Georgia 30305

and

David J. Fischer, Esq.
Locke Lord LLP
111 South Wacker Drive
Chicago, IL 60606

8.2 Retention of Jurisdiction. On and after the Effective Date, the Bankruptcy Court shall retain jurisdiction over all matters arising in, arising under and related to the Case including, without limitation, the following purposes: (a) hearing and determining objections to Claims, including, without limitation, Professional Compensation Claims, (b) effectuating the terms of the RCG Plan and enforcing the Confirmation Order; (c) determining applications for allowance of compensation and reimbursement of expenses in connection with services rendered through the Effective Date; (d) determining motions for assumption, assignment or rejection of executory contracts and unexpired leases; (e) considering motions, adversary proceedings and contested matters pending as of the Effective Date; (f) modifying any provision of the RCG Plan to the full extent permitted by the Bankruptcy Code; and (g) enforcing all orders, judgments, injunctions and rulings entered in connection with the Case.

Dated: April 14, 2015

Respectfully submitted,

RCG-KC BRYWOOD LLC, a Georgia limited liability company

By: **RCG Ventures Distressed Real Estate Opportunity Fund, LP**, a Georgia limited partnership
Its: Sole Member and Manager

By: **RCG Ventures Fund II GP, LLC**, a Georgia limited liability company
Its: Sole General Partner

By: _____
Bradley R. Garner
Its: Executive Vice President

EXHIBIT A
THE PROPERTY

Tract 1:

Lot 1, THE BRYWOOD CENTRE, a subdivision of land partly in Kansas City, partly in Raytown, and wholly in Jackson County, Missouri, recorded as Document No. 1972I0125473 in Plat Book 32 at Page 61.

Tract 2:

Lot 5, EXCEPT that part thereof in road, AND EXCEPT that part described as follows: Beginning at the Southwest corner of Lot 5, North 99 feet to the Northwest corner of said Lot; thence East along the North line of said Lot, 202 feet; thence South along a line 240 feet West of and parallel to the centerline of existing slab of Blue Ridge Cut-Off, a distance of 99 feet to the South line of said Lot; thence West along the South line a distance of 201.55 feet to the point of beginning, being in PRIMM'S ACRES, a subdivision partially in Kansas City, partially in Raytown, and wholly in Jackson County, Missouri, said lot being entirely in Raytown.

TAX ID NO.

45-310-05-036

45-310-05-038

45-310-05-039

45-310-05-041

45-310-05-021

Commonly Known As: Brywood Centre, 63rd Street and Blue Ridge, Kansas City, Missouri