

United States Bankruptcy Court  
Northern District of Florida

In re Wayne Earl Dahl

Debtor(s)

Case No.  
Chapter

15-50144  
11

**WAYNE EARL DAHL'S SECOND AMENDED DISCLOSURE STATEMENT**

NOTICE OF OPPORTUNITY TO OBJECT AND FOR HEARING

Pursuant to Local Rule 2002-2 and Order of the Court, Docket No. 264, the Court will consider this motion, objection, or other matter without further notice or hearing unless a party in interest files an objection within **twenty-one (21) days** from the date of service of this paper. If you object to the relief requested in this motion, you must file your objection with the Clerk of Court at 110 East Park Avenue, #100, Tallahassee, Florida 32301, and serve a copy on the debtor(s), attorney for debtor(s), and the Chapter 13 Trustee at the address of record in the bankruptcy case.

If you file and serve an objection within the time permitted, the Court may schedule a hearing and you will be notified. If you do not file an objection within the time period permitted, the Court will consider that you do not oppose the granting of the relief requested in the motion, and will proceed to consider the motion without further notice or hearing, and may grant the relief requested.

*CHARLES M. WYNN LAW OFFICES, P.A.*

*CHARLES M. WYNN, ESQ.*

*PO BOX 146*

*MARIANNA, FL 32447-0146*

*850-526-3520*

*ATTORNEY FOR THE DEBTOR*

## I. INTRODUCTION

This is the disclosure statement (the "Disclosure Statement") in the individual chapter 11 case of Wayne Earl Dahl (the "Debtor"). This Disclosure Statement contains information about the Debtor and describes Wayne Earl Dahl's Plan of Reorganization (the "Plan") filed by Wayne Earl Dahl. A full copy of the Plan is attached to this Disclosure Statement as Exhibit A. *Your rights may be affected. You should read the Plan and this Disclosure Statement carefully and discuss them with your attorney. If you do not have an attorney, you may wish to consult one.*

The proposed distributions under the Plan are discussed in the attached payment schedule exhibit at the end of this Disclosure Statement.

### A. Purpose of This Document

This Disclosure Statement describes:

- The Debtor and significant events during the bankruptcy case,
- How the Plan proposes to treat claims or equity interests of the type you hold (i.e., what you will receive on your claim or equity interest if the plan is confirmed),
- Who can vote on or object to the Plan,
- What factors the Bankruptcy Court (the "Court") will consider when deciding whether to confirm the Plan,
- Why the Proponent believes the Plan is feasible, and how the treatment of your claim or equity interest under the Plan compares to what you would receive on your claim or equity interest in liquidation, and
- The effect of confirmation of the Plan.

Be sure to read the Plan as well as the Disclosure Statement. This Disclosure Statement describes the Plan, but it is the Plan itself that will, if confirmed, establish your rights.

### B. Deadlines for Voting and Objecting; Date of Plan Confirmation Hearing

The Court has not yet confirmed the Plan described in this Disclosure Statement. This section describes the procedures pursuant to which the Plan will or will not be confirmed.

#### 1. *Time and Place of the Hearing to Finally Approve This Disclosure Statement and Confirm the Plan*

The hearing at which the Court will determine whether to approve this Disclosure Statement and confirm the Plan will take place according to a Notice to be circulated to creditors.

#### 2. *Deadline For Voting to Accept or Reject the Plan*

If you are entitled to vote to accept or reject the plan, vote on the enclosed ballot and return the ballot in the enclosed envelope to Charles M. Wynn, Esq., P.O. Box 146, Marianna, FL 32447. See **section IV(A)** below for a discussion of voting eligibility requirements.

Your ballot must be received by the date set forth in the Notice of Hearing on Confirmation or it will not be counted. Said notice may accompany this Plan and said hearing may be continued from time to time. It is important for you to check the Court docket for the date and time of any continued hearings on confirmation and/or the disclosure statement.

3. *Deadline For Objecting to the Adequacy of Disclosure and Confirmation of the Plan*

Objections to this Disclosure Statement or to the confirmation of the Plan must be filed with the Court and served upon counsel for the Debtor according to the time periods noted in the Notice of Hearing on Confirmation and approval of the Disclosure Statement.

4. *Identity of Person to Contact for More Information*

If you want additional information about the Plan, you should contact Charles M. Wynn, Esq., attorney for the Debtor at his address listed below.

**C. Disclaimer**

*The Court has conditionally approved this Disclosure Statement as containing adequate information to enable parties affected by the Plan to make an informed judgment about its terms. The Court has not yet determined whether the Plan meets the legal requirements for confirmation, and the fact that the Court has approved this Disclosure Statement does not constitute an endorsement of the Plan by the Court, or a recommendation that it be accepted. The Court's approval of this Disclosure Statement is subject to final approval at the hearing on confirmation of the Plan. Objections to the adequacy of this Disclosure Statement may be filed as set forth in the Notice of Hearing.*

**II. BACKGROUND**

**A. Description and History of the Debtor**

The Debtor is an individual as defined by the Code. Said individual is personally engaged in the business of chiropractic medicine as well as entrepreneurial endeavors such as the operation of a stand up MRI clinic and rental businesses.

Wayne Earl Dahl graduated from high school in 1971. In the same year he was severely injured in an automobile accident. He received chiropractic care which resulted in his recovery and he changed his life plan from becoming an attorney to going to Chiropractic school.

He did undergraduate work at the University of Minnesota attending classes through the summers and started at Logan College of Chiropractic in St. Louis, Missouri in the fall of 1973. I continued straight thru and added classes at St. Marys College of O'Fallon in O' Fallon Missouri. He graduated in the summer of 1976 with a BS in human Biology from St. Marys and a Doctor of Chiropractic from Logan College of Chiropractic.

He became licensed and opened his chiropractic office on January 15, 1978.

**B. Insiders of the Debtor**

There are no insiders as defined in §101(31) of the United States Bankruptcy Code (the "Code").

**C. Management of the Debtor Before and During the Bankruptcy**

Prior to the filing of Bankruptcy, the Debtor, Wayne Earl Dahl was the sole manager of all of his affairs. However, since the filing of the petition in Bankruptcy, Dr. Dahl has retained the services of a manager to aid in the day to day operations of some of his Bay County rental property. The manager resides on the property and collects rents.

Additionally, a copy of Wayne Earl Dahl's curriculum vitae is summarized herein.

**D. Events Leading to Chapter 11 Filing**

Wayne Earl Dahl was forced into Chapter 11 reorganization when Hancock Bank commenced a foreclosure of its security interest and sued on its note and the personal guaranty of Wayne Earl Dahl in case no.15-0329CA in the Circuit Court of Bay County.

**E. Significant Events During the Bankruptcy Case**

Since the filing of the petition in Bankruptcy, several significant events have occurred during the case which was filed on April 22, 2015. They are as follows:

- Creditor Alerus and the Debtor initially agreed to an Adequate Protection Agreement in which the Debtor, in exchange for his retention of the property located at 7699 Viron Rd., Fridley, MN, the Debtor agreed to make adequate protection payments to Alerus as follows: monthly payments of \$1,500.00 each, beginning on September 25, 2015, and continuing on the twenty-fifth (25th) day of each consecutive month for the next four months thereafter. The Debtor and Alerus entered into a Second Adequate Protection Agreement wherein the Debtor agreed to make adequate protection payments to Alerus in monthly amounts of \$1,792.45, beginning on December 25, 2015 and continuing on the 25th day of each consecutive month (the "Monthly Payments"). The Monthly Payments are applied at the discretion of Alerus to the indebtedness owed, including without limitation charges or fees (including attorneys' fees, costs and expenses) which are due or chargeable under the terms of the Alerus Loan Documents.
- Creditor Ditech Financial LLC F/K/A Green Tree Servicing LLC filed a Motion for Adequate Protection in this case on November 24, 2015 (DOC 128.). Debtor filed a response thereto on December 1, 2015 (DOC 122.). It is the intention of the Debtor as represented in the motion to provide the creditor with necessary adequate protection. To wit, the Debtor desires to provide adequate protection by commencing monthly payments of \$949.98 per month commencing January 10, 2016. The payment is determined by taking the allowed secured claim of \$224,846.98 at the contract rate of 2.875% interest calculated from April 22, 2015 and amortized over a 30 year period. Additionally, the Debtor agrees to provide adequate protection by timely making all payments as required by the terms of the Order granting Adequate Protection. The Debtor would agree to be deemed in default under this Order if such payments are not made in a timely manner as required under the terms of the Order.
- Creditor Ameris Bank filed a Motion for Relief from the Automatic Stay or in the Alternative for Adequate Protection Payments on November 19, 2015 (DOC 122). In response, Debtor filed a response to said motion on November 30, 2015 (DOC 122). To wit, the Debtor proposed to provide adequate protection by commencing monthly payments of \$3,018.40 per month commencing December 23, 2015. The payment is determined by taking the allowed secured claim of \$338,995.91 at 6.25% interest calculated from April 22, 2015 and amortized over a 15 year period. Additionally, the Debtor agrees to provide adequate protection by timely making all payments as required by the terms of the Order granting Adequate Protection. The Debtor would agree to be deemed in default under this Order if such payments are not made in a timely manner as required under the terms of the Order.
- Creditor Whitney Bank filed a Motion for Relief from Automatic Stay on November 18, 2015 (DOC 117). Debtor filed a Response to Whitney's motion on November 30, 2015 (DOC 117). To wit, the Debtor and Whitney agreed to the following terms for Adequate Protection and the Plan of Reorganization:
  - Whitney Bank, formerly known as Hancock Bank filed claim number 24 which is treated as a fully allowed secured claim. The allowed secured claim in the amount of \$554,331.70 is secured by real property located at 5746 Hwy 98 Bus Hwy E, Panama City, FL or more

specifically described in the final judgment entered in the Northern District of Florida against the Debtor and Smuggler's Cove Development, LLC in Case No. 5:14-cv-165-RS-EMT and attached to Whitney Bank's proof of claim number 24. Commencing on May 23, 2016 the Debtor shall pay payments over 7 years in the amount of \$8,165.00 per month with last payment being \$8,165.00 plus any remaining interest, late fees or costs. The allowed secured claim in the amount of \$554,331.70 is amortized over 84 months with interest at 6.25%. The payment is exclusive of taxes and insurance which the Debtor shall pay direct unless an escrow is established

As additional consideration for Whitney Bank to support the Plan of reorganization, the Debtor agrees:

- Smuggler's Cove Development, LLC will guarantee the indebtedness due under the plan and judgment.
- Smuggler's Cove Development, LLC will have a separate forbearance agreement with Whitney Bank in which Whitney Bank will agree to forbear from exercising its rights under judgment provided plan payments are timely met.
- The forbearance agreement will have a probationary period of 6 months where every payment must be made on time or Whitney abnk can immediately exercise its right sunder the judgment.
- Whitney Bank reserves any and all rights under the judgment.
- The appeal of the judgment with the 11th Circuit will be dismissed with prejudice and the adversary in the bankruptcy will be dismissed with prejudice upon entry of the Order Confirming Plan
- Creditor First National Bank and the debtor agreed to a stipulated order which was entered by the court on July 20. 2015 (DOC 44). The stipulation provided for the surrender of a parcel of property.
- The Debtor is the principal owner of Standup Multipositional MRI Advantage, P.A. a Minnesota Professional Corporation (SUMA) filed suit against American the suit involves assignment of insurance claims under Minnesota law. A copy of the Summary Judgment on behalf of SUMA is attached hereto. The ruling was reversed by the Minnesota Court of Appeals and is presently on appeal before the Minnesota Supreme Court. The ruling, if sustained in favor of the Debtor's company, will have a major positive cash flow impact on the Debtor's ability to reorganize.
- The Debtor has received an offer and has signed a contract, subject to Court approval to sell real property located at 962 University Avenue W, St. Paul, MN for \$425,000.00. The sale will net approximately \$250,000.00 for the Debtor to use under the Plan. The mortgage of US Bank National Association which holds a first lien on the property will be satisfied from the sale proceeds.

#### **F. Projected Recovery of Avoidable Transfers**

The Debtor does not intend to pursue preference, fraudulent conveyance, or other avoidance actions.

#### **G. Claims Objections**

Except to the extent that a claim is already allowed pursuant to a final non-appealable order, the Debtor reserves the right to object to claims. Therefore, even if your claim is allowed for voting purposes, you may not be entitled to a distribution if an objection to your claim is later upheld. The procedures for resolving disputed claims are set forth in Article V of the Plan.

#### **H. Current and Historical Financial Conditions**

The identity and fair market value of the estate's assets are listed in Exhibit B. Values were provided either by the Debtor and/or Mallory Appraisals.

The Debtor's most recent financial statements [if any] issued before bankruptcy, each of which was filed with the Court, are set forth in Exhibit C.

The most recent post-petition operating report filed since the commencement of the Debtor's bankruptcy case are set forth in Exhibit D or a summary of the Debtor's periodic operating reports filed since the commencement of the Debtor's bankruptcy case is set forth in Exhibit D.

### III. SUMMARY OF THE PLAN OF REORGANIZATION AND TREATMENT OF CLAIMS AND EQUITY INTERESTS

#### A. What is the Purpose of the Plan of Reorganization?

As required by the Code, the Plan places claims and equity interests in various classes and describes the treatment each class will receive. The Plan also states whether each class of claims or equity interests is impaired or unimpaired. If the Plan is confirmed, your recovery will be limited to the amount provided by the Plan.

#### B. Unclassified Claims

Certain types of claims are automatically entitled to specific treatment under the Code. They are not considered impaired, and holders of such claims do not vote on the Plan. They may, however, object if, in their view, their treatment under the Plan does not comply with that required by the Code. As such, the Plan Proponent has not placed the following claims in any class:

##### 1. *Administrative Expenses*

Administrative expenses are costs or expenses of administering the Debtor's chapter 11 case which are allowed under § 507(a)(2) of the Code. Administrative expenses also include the value of any goods sold to the Debtor in the ordinary course of business and received within 20 days before the date of the bankruptcy petition. The Code requires that all administrative expenses be paid on the effective date of the Plan, unless a particular claimant agrees to a different treatment.

The following chart lists the Debtor's estimated administrative expenses, and their proposed treatment under the Plan:

<u>Type</u>	<u>Estimated Amount Owed</u>	<u>Proposed Treatment</u>
Professional Fees, as approved by the Court.	Approximately \$62,738.99	Attorney's fees: The Debtor has paid \$31,300.00 into the undersigned attorney's trust account which will be applied toward fees as of 4/12/2016 in the amount of \$58,183.75 and costs incurred of \$4,555.24.  Accounting fees will be paid as incurred in the ordinary course of business.
Clerk's Office Fees	None	Paid in full on the effective date of the Plan
Other administrative expenses	None	Paid in full on the effective date of the Plan or according to separate written agreement
Office of the U.S. Trustee Fees	None-current	Paid in full on the effective date of the Plan and shall be paid quarterly while the case remains open.
<b>TOTAL</b>	<b>\$15,000.00</b>	

2. *Priority Tax Claims*

Priority tax claims are unsecured income, employment, and other taxes described by § 507(a)(8) of the Code. Unless the holder of such a § 507(a)(8) priority tax claim agrees otherwise, it must receive the present value of such claim, in regular installments paid over a period not exceeding 5 years from the order of relief.

The following chart lists the Debtor's estimated § 507(a)(8) priority tax claims and their proposed treatment under the Plan:

Class 20- United States of America, Internal Revenue Service; Priority Portion of Claim No. 5.	Impaired	The United States of America, Internal Revenue Service, amended Claim No. 5 to reflect \$0.00 due.
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C. **Classes of Claims and Equity Interests**

The following are the classes set forth in the Plan, and the proposed treatment that they will receive under the Plan:

1. *Classes of Secured Claims*

Allowed Secured Claims are claims secured by property of the Debtor's bankruptcy estate (or that are subject to setoff) to the extent allowed as secured claims under § 506 of the Code. If the value of the collateral or setoffs securing the creditor's claim is less than the amount of the creditor's allowed claim, the deficiency will [be classified as a general unsecured claim].

The following chart lists all classes containing Debtor's secured prepetition claims and their proposed treatment under the Plan:

Class 2 - Secured Claim of Alerus Financial on 7699 Viron Road, Fridley, MN	Impaired	<p>Alerus filed claim number 16 which is a fully secured claim secured by real property. The allowed secured claim is for \$195,858.25., plus post-petition interest and attorney's fees. The allowed claim shall be repaid at \$1,792.45 per month, pursuant to the Adequate Protection Agreement as extended. The allowed claim shall be repaid at 7.00% interest amortized over 180 months with a balloon payment on the 84<sup>th</sup> payment. Payments shall commence on December 25, 2015 and shall be due and payable on the 25<sup>th</sup> of each month thereafter. The payment is exclusive of taxes and insurance which the Debtor shall pay directly.</p> <p>The Mortgage contains a scrivener's error in the legal description of the Property as it erroneously refers to the "North 223 feet" rather than the "North 233 feet." The legal description shall be corrected through the filing of a corrective mortgage to correct the legal description as follows:</p> <p><i>The North 233 feet of the West 230 feet of the Northeast Quarter of the Northwest Quarter and that part of the North 233 feet of the Northwest Quarter of the Northwest Quarter lying Easterly of said Highway No: 65 as the same is now laid out and constructed all in Section 12, Township 30, Range 24, according to the United States Government Survey thereof and situate in Anoka County, Minnesota.</i></p> <p>The correction of the description shall not impair the lien priority of Alerus.</p>
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		<p>Alerus may draft a new note, corrective mortgage and mortgage modification agreement, and such other documents as may be reasonably required by Alerus to document the re-structured indebtedness which shall provide for payments commensurate with the terms of the Plan and Adequate Protection Agreement, as extended. Alerus may additionally record the Plan in the public records in and for Anoka County, Minnesota, which shall act as a modification of the terms of the existing mortgage to the extent consistent with the new loan documents. All of the terms and conditions of the original loan documents between the Debtor and Alerus shall remain in full force and effect, except as expressly modified herein or in the new loan documents to be executed by the Debtor. All other terms of the Adequate Protection Agreement not in conflict herewith or with the terms of the existing or new loan documents are incorporated herein and shall remain in full force and effect.</p>
Class 3 – Secured Claim of Ameris Bank formerly Prosperity Bank on 5612 Hwy 98 Bus E, Panama City	Impaired	<p>Ameris filed Claim no. 1 and is a fully secured creditor in the amount of \$338,995.91 which shall be repaid at 6.25% interest over 180 months with payments commencing on February 23, 2016 in the amount of \$3,018.40 per month. Payments shall balloon on the 84<sup>th</sup> payment. Payments shall be made in accordance with the Final Adequate Protection Order entered by the Court.</p>
Class 4 – Secured Claim of Anoka County Tax Collector	Impaired	<p><b>Secured Ad Valorem Property Tax Claims</b></p> <p>The Debtor intends to pay the secured tax claim in full from the sale of the real property located 962 University Avenue W, St. Paul, MN. US Bank National Association holds a first mortgage and Lake Region Bank holds a second mortgage on the subject property. Lake Region Bank has agreed for the tax claim to be paid after the payment of closing costs and the satisfaction of the first mortgage. To the extent the claim exceeds available funds, the tax claim may be satisfied from the liquidation of other personal property or will be paid as follows: the claim will be adjusted and the balance paid at 10% interest with payments amortized over 60 months. Payments shall commence on September 15, 2016. If for any reason, the sale of 962 University Avenue W, St. Paul, MN does not occur the tax claim will be paid as set forth below.</p> <p>This section shall govern the ad valorem property tax claims “Tax Claims” filed by Anoka County “County” for taxes owing on properties owned by the debtor. The tax claim is estimated to be \$77,624.39 which shall be repaid at 10% fixed simple interest with payments to commence on September 15, 2016 over 60 months with monthly payments of \$2,225.24. Tax Claims are secured by a lien on real property and are not personal liabilities of the debtor. <i>See</i> Minn. Stat. § 272.31. Tax Claims include all property taxes secured by liens that had attached as of the petition date, all interest and penalty that had accrued as of the petition date, and any special assessments certified to the County for inclusion on a property tax bill as of the petition date (collectively, “Pre-petition Taxes”).</p> <ol style="list-style-type: none"> <li>1. <b>Liens Preserved.</b> All property tax liens that attached to property of the estate prior to the petition date are preserved until the Pre-Petition Taxes are paid in full. Property tax liens shall attach post-petition to real properties by operation of Minnesota law.</li> </ol>



		<p>2. <b>Interest on Tax Claims.</b> To the extent the County's Tax Claims are over-secured, those Tax Claims shall be entitled to interest at the state statutory rate for delinquent taxes. 11 U.S.C. §§ 506(b), 511, and 1129. Interest shall accrue on any part of the Tax Claims that are delinquent or become delinquent at the rate and in the method prescribed by Minn. Stat. § 279.03.</p> <p>3. <b>Penalties on Tax Claims.</b> Notwithstanding Minn. Stat. § 279.01, no penalties shall accrue or be charged post-petition on unpaid pre-petition property taxes.</p> <p>4. <b>Payment of Tax Claims.</b> Tax Claims shall be paid in equal monthly cash installments due on the first of each month. Payments shall commence immediately after entry of the confirmation order. Such payments shall be calculated to result in payment in full of the tax claims with all applicable and accrued interest no later than the fifth anniversary of the petition date. These payments shall include interest from the petition date through the Effective Date and from the Effective Date through the date of payment in full at the applicable state statutory rate. Payments shall be directed to the Anoka County Tax Collector at the following address:</p> <p>Anoka County Tax Collector 325 E. Main Street Anoka MN 55303</p> <p><b>Application of Tax Claim Payments.</b> Anoka County shall apply Tax Claim payments in the manner provided by Minnesota Statutes and in its ordinary course of business.</p> <p>5. <b>Confessions of Judgment.</b> Debtor has executed one or more Confessions of Judgment "Judgment" for delinquent taxes pursuant to Minn. Stat. § 279.37, for which payments must be made annually. These Judgments may not be altered except by order of the Hennepin County District Court in which the Judgments are filed. Judgment balances are included in the County's Tax Claims, and the payments required by Minn. Stat. § 279.37 will be satisfied through timely payment of Tax Claims pursuant to this section. After a Judgment is satisfied, the County will file a Satisfaction of Judgment with the district court. In the event this Chapter 11 proceeding is closed or dismissed before satisfaction of a Judgment, the payments required by Minn. Stat. § 279.37 shall resume until a Judgment is satisfied. The terms of a confirmed plan will supersede any confession of judgment.</p> <p>6. <b>Payment of Post-Petition Property Taxes.</b></p> <p>a. <b>No Administrative Expense Claims Need Be Filed.</b> The County need not file administrative expense claims for any post-petition taxes not included in its Tax Claims</p>
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		<p>b. <b>Payment Directly to County Treasurer.</b> Post-petition property taxes shall be paid in full directly to the County Treasurer in the ordinary course of business on or before the statutory payment dates of May 15 and October 15 each year. To the extent that taxes payable post-petition are included in the County’s Tax Claims and are paid timely in the manner of taxes paid in the ordinary course of business, those payments shall be applied to the Tax Claims.</p> <p>c. <b>Tax Petitions.</b> In the event that debtor files one or more petitions pursuant to Minn. Stat. § 278.01 to contest the property taxes owing on one or more properties included in the estate, the debtor shall be required to make timely payments in the amount required by Minn. Stat. § 278.03.</p> <p>7. <b>Failure to Make Payments.</b> Failure to make payments pursuant to the Plan, including both payments on Tax Claims and payments of property taxes that become payable post-petition, shall constitute an event of default under the Plan. In the event of a default, the full balance outstanding on Tax Claims shall be immediately due and payable. The County shall send notice of default to counsel for the Debtor/Reorganized Debtor via certified mail, and the Debtor shall have 30 days from the date of such notice to cure the default. In the event of failure to cure the default timely, the County shall be entitled to pursue collection of all amounts owed pursuant to applicable nonbankruptcy law without further recourse to the Bankruptcy Court and without further notice to the Debtor/Reorganized Debtor.</p> <p>8. <b>Recording Real Estate Documents.</b> Pursuant to 11 U.S.C. § 1146, the debtor may record real property documents without payment of a stamp tax or similar tax when the document to be recorded is an instrument of transfer or security, which memorializes a transaction made pursuant to this Plan. For purposes of clarification, “stamp tax” refers to the deed tax. At the time such document is presented for recording, the debtor shall present an order of the Bankruptcy Court in this proceeding authorizing the transaction which is the subject of the document to be recorded. Additionally, Minn. Stat. § 272.12 shall not preclude the recording of a document when the debtor presents an order of the Bankruptcy Court in this proceeding authorizing the transaction which is the subject of the document to be recorded.</p>
Class 5 – Secured claim of Bay County Tax Collector	Impaired	The allowed secured claim of approximately \$15,262.17 shall be paid at 18% interest over sixty (60) months with monthly payments of \$482.79 per month commencing thirty (30) days after the effective date of confirmation or approximately September 15, 2016 whichever occurs later.
Class 6 – Secured claim of Chase Mortgage on Duplex located at 5710 Hwy 98 Bus E, Panama	Impaired	Chase filed claim number 19 which is treated as a fully secured claim secured by real property located at 5710 Hwy. 98 Business East, Panama City, FL The allowed secured claim is for \$238,408.22 pursuant to a loan modification agreement dated February 4, 2015 and is secured by a first lien on the

City; Claim No. 19		property. The loan modification agreement provides for a new maturity date of February 1, 2055 and a contractual rate of interest of 4.375%. The allowed secured claim shall include post-petition interest and attorney's fees. The allowed claim shall be repaid at \$1,045.41 per month for principal and interest, plus monthly escrow for taxes and insurance, with such escrow payments subject to periodic adjustment in the ordinary course. The monthly payments for principal, interest and escrow under the Plan shall commence on July 1, 2016 and on the 1st of each month thereafter until the loan is paid in full. The Debtor is in arrears post-petition in the amount of \$5,567.98 which will be paid in full, along with any costs and attorney's fees, and escrow advances due secured creditor, thirty days after the effective date of confirmation.
Class 7 - Secured claim of Farmers State Bank of New London on 604 North Lilac Drive and 7699 NE Viron Road	Unimpaired	The loans on this property was obtained by Class 13 creditor, Lake Regions Bank and shall be treated as set forth therein.
Class 8 - Secured Claim of First National Bank of Plymouth (1 <sup>st</sup> Mortgage) on 810 Lilac Drive, Golden Valley, MN; claim no. 23	Impaired	The debtor has agreed to execute a deed in lieu of foreclosure and related documents to voluntarily turn over the real property and improvements subject to this claim to this secured creditor, as provided for in the court order filed on July 20, 2015, Docket 44. The unliquidated and contested deficiency claim of First National Bank of Plymouth shall be compromised and settled for the amount of \$200,000.00 to be paid over 60 months at no interest with payments to commence 30 days after the effective date of confirmation. Payments shall be \$3,333.34 per month.
Class 9 - Secured Claim of First National Bank of Plymouth (2 <sup>nd</sup> Mortgage) on 810 Lilac Drive, Golden Valley, MN; claim no. 23	Impaired	The treatment for Class 9 is consolidated with Class 8 above.
Class 10 -Secured Claim of DITECH formerly Green Tree Servicing on 177 Hartman Cir, NE, Fridley, MN; claim No. 17.	Impaired	DITECH filed claim number 17 which is treated as a fully secured claim secured by real property located at 177 Hartman Circle, N.E., Fridley, MN. The allowed secured claim is for \$224,846.98. The allowed secured claim shall include post-petition interest and attorney's fees. The allowed claim shall be repaid at \$949.98 per month commencing on January 10, 2016 and on the 10 <sup>th</sup> of each month thereafter until the loan is paid in full. The modified loan is amortized over 360 months with interest commencing on April 22, 2015. The payment is exclusive of taxes and insurance which the Debtor shall pay direct unless an escrow is established.
Class 11 - Secured Claim of Hennepin County Tax Collector; claim No. 7	Impaired	<p><b>Secured Ad Valorem Property Tax Claims</b></p> <p>The Debtor intends to pay the secured tax claim in full from the sale of the real property located 962 University Avenue W, St. Paul, MN. US Bank National Association holds a first mortgage and Lake Region Bank holds a second mortgage on the subject property. Lake Region Bank has agreed for the tax claim to be paid after the payment of closing costs and the satisfaction of the first mortgage. To the extent the claim exceeds available funds, the tax claim may be satisfied from the liquidation of other personal property or will be paid as follows: the claim will be adjusted and the balance paid at 10% interest with payments amortized over 60 months. Payments shall commence on September 15, 2016. If for any reason, the sale of 962</p>

	<p>University Avenue W. St. Paul, MN does not occur the tax claim will be paid as set forth below.</p> <p>The claim of Hennepin County, Claim No. 7 in the amount of \$842.86 shall be paid in full within sixty days of confirmation plus accrued statutory interest. This section shall govern the ad valorem property tax claims "Tax Claims" filed by Hennepin County "County" for taxes owing on properties owned by the debtor. Tax Claims are secured by a lien on real property and are not personal liabilities of the debtor. <i>See</i> Minn. Stat. § 272.31. Tax Claims include all property taxes secured by liens that had attached as of the petition date, all interest and penalty that had accrued as of the petition date, and any special assessments certified to the County for inclusion on a property tax bill as of the petition date (collectively, "Pre-petition Taxes").</p> <ol style="list-style-type: none"> <li>1. <b>Liens Preserved.</b> All property tax liens that attached to property of the estate prior to the petition date are preserved until the Pre-Petition Taxes are paid in full. Property tax liens shall attach post-petition to real properties by operation of Minnesota law.</li> <li>2. <b>Interest on Tax Claims.</b> To the extent the County's Tax Claims are over-secured, those Tax Claims shall be entitled to interest at the state statutory rate for delinquent taxes. 11 U.S.C. §§ 506(b), 511, and 1129. Interest shall accrue on any part of the Tax Claims that are delinquent or become delinquent at the rate and in the method prescribed by Minn. Stat. § 279.03.</li> <li>3. <b>Penalties on Tax Claims.</b> Notwithstanding Minn. Stat. § 279.01, no penalties shall accrue or be charged post-petition on unpaid pre-petition property taxes.</li> <li>4. <b>Payment of Tax Claims.</b> Tax Claims shall be paid in full thirty days after the effective date of confirmation. These payments shall include interest from the petition date through the Effective Date and from the Effective Date through the date of payment in full at the applicable state statutory rate. Payments shall be directed to the Hennepin County Treasurer at the following address:  Hennepin County Treasurer  Attn: Vicci Lee  A-600 Government Center  300 S Sixth Street  Minneapolis, MN 55487-0060</li> <li>5. <b>Application of Tax Claim Payments.</b> Hennepin County shall apply Tax Claim payments in the manner provided by Minnesota Statutes and in its ordinary course of business.</li> <li>9. <b>Confessions of Judgment.</b> Debtor has executed one or more Confessions of Judgment "Judgment" for delinquent taxes pursuant to Minn. Stat. § 279.37, for which payments must be made annually. These Judgments may not be altered except by order of the Hennepin County District Court in which the Judgments are filed. Judgment balances are included in the County's Tax Claims, and the payments required by Minn. Stat. §</li> </ol>
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279.37 will be satisfied through timely payment of Tax Claims pursuant to this section [OR: annual payment must be made pursuant to the terms of the Judgment]. After a Judgment is satisfied, the County will file a Satisfaction of Judgment with the district court. In the event this Chapter 11 proceeding is closed or dismissed before satisfaction of a Judgment, the payments required by Minn. Stat. § 279.37 shall resume until a Judgment is satisfied. The terms of a confirmed plan will supersede any confession of judgment.

**6. Payment of Post-Petition Property Taxes.**

a. **No Administrative Expense Claims Need Be Filed.** The County need not file administrative expense claims for any post-petition taxes not included in its Tax Claims

b. **Payment Directly to County Treasurer.** Post-petition property taxes shall be paid in full directly to the County Treasurer in the ordinary course of business on or before the statutory payment dates of May 15 and October 15 each year. To the extent that taxes payable post-petition are included in the County's Tax Claims and are paid timely in the manner of taxes paid in the ordinary course of business, those payments shall be applied to the Tax Claims.

c. **Tax Petitions.** In the event that debtor files one or more petitions pursuant to Minn. Stat. § 278.01 to contest the property taxes owing on one or more properties included in the estate, the debtor shall be required to make timely payments in the amount required by Minn. Stat. § 278.03.

**7. Failure to Make Payments.** Failure to make payments pursuant to the Plan, including both payments on Tax Claims and payments of property taxes that become payable post-petition, shall constitute an event of default under the Plan. In the event of a default, the full balance outstanding on Tax Claims shall be immediately due and payable. The County shall send notice of default to counsel for the Debtor/Reorganized Debtor via certified mail, and the Debtor shall have 30 days from the date of such notice to cure the default. In the event of failure to cure the default timely, the County shall be entitled to pursue collection of all amounts owed pursuant to applicable non-bankruptcy law without further recourse to the Bankruptcy Court and without further notice to the Debtor/Reorganized Debtor.

**8. Recording Real Estate Documents.** Pursuant to 11 U.S.C. § 1146, the debtor may record real property documents without payment of a stamp tax or similar tax when the document to be recorded is an instrument of transfer or security, which memorializes a transaction made pursuant to this Plan. For

		<p>purposes of clarification, "stamp tax" refers to the deed tax. At the time such document is presented for recording, the debtor shall present an order of the Bankruptcy Court in this proceeding authorizing the transaction which is the subject of the document to be recorded. Additionally, Minn. Stat. § 272.12 shall not preclude the recording of a document when the debtor presents an order of the Bankruptcy Court in this proceeding authorizing the transaction which is the subject of the document to be recorded.</p>
<p>Class 12 - Secured Claim of Hennepin County Tax Collector on 810 Lilac Drive, Golden Valley, MN; Claim No. 6.</p>	<p>Impaired</p>	<p>The real property subject to this tax claim was surrendered to First National Bank; class No. 8 above. The taxes will be paid in full upon the sale of the property by the State Court appointed receiver.</p> <p><b>Secured Ad Valorem Property Tax Claims</b>          This section shall govern the ad valorem property tax claims "Tax Claims" filed by Hennepin County "County" for taxes owing on properties owned by the debtor in Claim No. 6 in the amount of \$58,903.12 will be repaid at 10% fixed simple interest calculated from April 22, 2015. The claim shall be paid in full upon the sale of the property by the State Court appointed receiver appointed in <i>First National Bank v. Golden Valley Office Center, LLC et al.</i>, Hennepin County Court File No. 27-CV-14-18239.</p> <p>Tax Claims are secured by a lien on real property and are not personal liabilities of the debtor. See Minn. Stat. § 272.31. Tax Claims include all property taxes secured by liens that had attached as of the petition date, all interest and penalty that had accrued as of the petition date, and any special assessments certified to the County for inclusion on a property tax bill as of the petition date (collectively, "Pre-petition Taxes").</p> <ol style="list-style-type: none"> <li>1. <b>Liens Preserved.</b> All property tax liens that attached to property of the estate prior to the petition date are preserved until the Pre-Petition Taxes are paid in full. Property tax liens shall attach post-petition to real properties by operation of Minnesota law.</li> <li>2. <b>Interest on Tax Claims.</b> To the extent the County's Tax Claims are over-secured, those Tax Claims shall be entitled to interest at the state statutory rate for delinquent taxes. 11 U.S.C. §§ 506(b), 511, and 1129. Interest shall accrue on any part of the Tax Claims that are delinquent or become delinquent at the rate and in the method prescribed by Minn. Stat. § 279.03.</li> <li>3. <b>Penalties on Tax Claims.</b> Notwithstanding Minn. Stat. § 279.01, no penalties shall accrue or be charged post-petition on unpaid pre-petition property taxes.</li> <li>4. <b>Payment of Tax Claims.</b> Tax Claims shall be paid in equal monthly cash installments due on the first of each month. Payments shall commence immediately after entry of the confirmation order. Such payments shall be calculated to result in payment in full of the tax claims with all applicable and accrued interest no later than the fifth anniversary of the petition date. These payments shall include interest from the petition date through the Effective Date and from the Effective Date through the date of payment in full at the applicable state</li> </ol>

		<p>statutory rate. Payments shall be directed to the Hennepin County Treasurer at the following address:</p> <p>Hennepin County Treasurer                  Attn: Vicci Lee                  A-600 Government Center                  300 S Sixth Street                  Minneapolis, MN 55487-0060</p> <p>5. <b>Application of Tax Claim Payments.</b> Hennepin County shall apply Tax Claim payments in the manner provided by Minnesota Statutes and in its ordinary course of business.</p> <p>6. <b>Confessions of Judgment.</b> Debtor has executed one or more Confessions of Judgment "Judgment" for delinquent taxes pursuant to Minn. Stat. § 279.37, for which payments must be made annually. These Judgments may not be altered except by order of the Hennepin County District Court in which the Judgments are filed. Judgment balances are included in the County's Tax Claims, and the payments required by Minn. Stat. § 279.37 will be satisfied through timely payment of Tax Claims pursuant to this section [OR: annual payment must be made pursuant to the terms of the Judgment]. After a Judgment is satisfied, the County will file a Satisfaction of Judgment with the district court. In the event this Chapter 11 proceeding is closed or dismissed before satisfaction of a Judgment, the payments required by Minn. Stat. § 279.37 shall resume until a Judgment is satisfied. The terms of a confirmed plan will supersede any confession of judgment.</p> <p>7. <b>Payment of Post-Petition Property Taxes.</b></p> <p>a. <b>No Administrative Expense Claims Need Be Filed.</b> The County need not file administrative expense claims for any post-petition taxes not included in its Tax Claims</p> <p>b. <b>Payment Directly to County Treasurer.</b> Post-petition property taxes shall be paid in full directly to the County Treasurer in the ordinary course of business on or before the statutory payment dates of May 15 and October 15 each year. To the extent that taxes payable post-petition are included in the County's Tax Claims and are paid timely in the manner of taxes paid in the ordinary course of business, those payments shall be applied to the Tax Claims.</p> <p>c. <b>Tax Petitions.</b> In the event that debtor files one or more petitions pursuant to Minn. Stat. § 278.01 to contest the property taxes owing on one or more properties included in the estate, the debtor shall be required to make timely</p>
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		<p>payments in the amount required by Minn. Stat. § 278.03.</p> <p>8. <b>Failure to Make Payments.</b> Failure to make payments pursuant to the Plan, including both payments on Tax Claims and payments of property taxes that become payable post-petition, shall constitute an event of default under the Plan. In the event of a default, the full balance outstanding on Tax Claims shall be immediately due and payable. The County shall send notice of default to counsel for the Debtor/Reorganized Debtor via certified mail, and the Debtor shall have 30 days from the date of such notice to cure the default. In the event of failure to cure the default timely, the County shall be entitled to pursue collection of all amounts owed pursuant to applicable non-bankruptcy law without further recourse to the Bankruptcy Court and without further notice to the Debtor/Reorganized Debtor.</p> <p>9. <b>Recording Real Estate Documents.</b> Pursuant to 11 U.S.C. § 1146, the debtor may record real property documents without payment of a stamp tax or similar tax when the document to be recorded is an instrument of transfer or security, which memorializes a transaction made pursuant to this Plan. For purposes of clarification, “stamp tax” refers to the deed tax. At the time such document is presented for recording, the debtor shall present an order of the Bankruptcy Court in this proceeding authorizing the transaction which is the subject of the document to be recorded. Additionally, Minn. Stat. § 272.12 shall not preclude the recording of a document when the debtor presents an order of the Bankruptcy Court in this proceeding authorizing the transaction which is the subject of the document to be recorded.</p>
<p>Class 13 - Secured Claim of Lake Region Bank on 604 Lilac Drive, Golden Valley, MN; claim No. 4</p>	<p>Impaired</p>	<p>Lake Region Bank holds a second mortgage on real property referred to in class 2 above and the correction of the mortgage of Alerus will remain in first position and Lake Region Bank shall remain in second lien position.</p> <p>Lake Regions Bank filed claim number 4 which is treated as a fully secured claim secured by real property located at 604 Lilac Drive, Golden Valley, MN and a blanket mortgage on several other properties referenced in its mortgage. The allowed secured claim is for \$1,580,240.06. The allowed secured claim shall include post-petition interest and attorney’s fees. The allowed claim shall be repaid as follows: \$8,300.00 shall be paid on or before December 23, 2015 according to the parties’ adequate protection order. Commencing on January 23, 2016 the Debtor shall pay \$16,603.58 per month and on the 23<sup>rd</sup> of each month thereafter until the loan is paid in full. The modified loan is amortized over 180 months with interest at 5.125% fixed commencing on April 22, 2015. The payment is exclusive of insurance which the Debtor shall pay direct unless an escrow is established. The payment of \$16,603.58 consists of principal and interest in the amount of \$13,038.38 plus an escrow payment for real estate taxes in the amount of \$3,565.20 for a total of \$16,603.58. Except as amended or modified herein, all other terms of the Adequate Protection Agreement and the existing loan documents remain in full force and effect.</p>



<p>Class 14 - Secured Claim of Ramsey County Tax Collector on 962 University Ave, St. Paul, MN; Claim No. 9.</p>	<p>Impaired</p>	<p><b>Secured Ad Valorem Property Tax Claims</b></p> <p>The Debtor intends to pay the secured tax claim in full from the sale of the real property located 962 University Avenue W, St. Paul, MN. US Bank National Association holds a first mortgage and Lake Region Bank holds a second mortgage on the subject property. Lake Region Bank has agreed for the tax claim to be paid after the payment of closing costs and the satisfaction of the first mortgage. To the extent the claim exceeds available funds, the tax claim may be satisfied from the liquidation of other personal property or will be paid as follows: the claim will be adjusted and the balance paid at 10% interest with payments amortized over 60 months. Payments shall commence on September 15, 2016. If for any reason, the sale of 962 University Avenue W. St. Paul, MN does not occur the tax claim will be paid as set forth below.</p> <p>This section shall govern the ad valorem property tax claims "Tax Claims" filed by Ramsey County "County" for taxes owing on properties owned by the debtor. Tax Claims are secured by a lien on real property and are not personal liabilities of the debtor. <i>See</i> Minn. Stat. § 272.31. Tax Claims include all property taxes secured by liens that had attached as of the petition date, all interest and penalty that had accrued as of the petition date, and any special assessments certified to the County for inclusion on a property tax bill as of the petition date (collectively, "Pre-petition Taxes").</p> <ol style="list-style-type: none"> <li>1. <b>Liens Preserved.</b> All property tax liens that attached to property of the estate prior to the petition date are preserved until the Pre-Petition Taxes are paid in full. Property tax liens shall attach post-petition to real properties by operation of Minnesota law.</li> <li>2. <b>Interest on Tax Claims.</b> To the extent the County's Tax Claims are over-secured, those Tax Claims shall be entitled to interest at the state statutory rate for delinquent taxes. 11 U.S.C. §§ 506(b), 511, and 1129. Interest shall accrue on any part of the Tax Claims that are delinquent or become delinquent at the rate and in the method prescribed by Minn. Stat. § 279.03.</li> <li>3. <b>Penalties on Tax Claims.</b> Notwithstanding Minn. Stat. § 279.01, no penalties shall accrue or be charged post-petition on unpaid pre-petition property taxes.</li> <li>4. <b>Payment of Tax Claims.</b> Tax Claims shall be paid in equal monthly cash installments due on the first of each month. Payments shall commence immediately after the effective date of the confirmation order. Such payments shall be calculated to result in payment in full of the tax claims with all applicable and accrued interest no later than the fifth anniversary of the petition date. These payments shall include interest from the petition date through the Effective Date and from the Effective Date through the date of payment in full at the applicable state statutory rate. Payments shall be directed to the Ramsey County Taxpayer Services at the following address:                  Ramsey County Taxpayer Services                  P. O. Box 64097                  St. Paul, MN 55164-0097</li> </ol>
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Ramsey County Property Records and Revenue filed claim no. 9 in the amount of \$40,213.19 which shall be repaid at the rate of \$1,152.78 per month with interest of 10% commencing on the petition date of April 22, 2015 with the first payment being due and payable on September 15, 2016 and the final payment being due and payable on July 15, 2020.

5. **Application of Tax Claim Payments.** Ramsey County shall apply Tax Claim payments in the manner provided by Minnesota Statutes and in its ordinary course of business.

**Confessions of Judgment.** Debtor has executed one or more Confessions of Judgment "Judgment" for delinquent taxes pursuant to Minn. Stat. § 279.37, for which payments must be made annually. These Judgments may not be altered except by order of the Hennepin County District Court in which the Judgments are filed. Judgment balances are included in the County's Tax Claims, and the payments required by Minn. Stat. § 279.37 will be satisfied through timely payment of Tax Claims pursuant to this section [OR: annual payment must be made pursuant to the terms of the Judgment]. After a Judgment is satisfied, the County will file a Satisfaction of Judgment with the district court. In the event this Chapter 11 proceeding is closed or dismissed before satisfaction of a Judgment, the payments required by Minn. Stat. § 279.37 shall resume until a Judgment is satisfied. The terms of a confirmed plan will supersede any confession of judgment.

6. **Payment of Post-Petition Property Taxes.**

- a. **No Administrative Expense Claims Need Be Filed.** The County need not file administrative expense claims for any post-petition taxes not included in its Tax Claims
- b. **Payment Directly to County Treasurer.** Post-petition property taxes shall be paid in full directly to the County Treasurer in the ordinary course of business on or before the statutory payment dates of May 15 and October 15 each year. To the extent that taxes payable post-petition are included in the County's Tax Claims and are paid timely in the manner of taxes paid in the ordinary course of business, those payments shall be applied to the Tax Claims.
- c. **Tax Petitions.** In the event that debtor files one or more petitions pursuant to Minn. Stat. § 278.01 to contest the property taxes owing on one or more properties included in the estate, the debtor shall be required to make timely payments in the amount required by Minn. Stat. § 278.03.

7. **Failure to Make Payments.** Failure to make payments pursuant

		<p>to the Plan, including both payments on Tax Claims and payments of property taxes that become payable post-petition, shall constitute an event of default under the Plan. In the event of a default, the full balance outstanding on Tax Claims shall be immediately due and payable. The County shall send notice of default to counsel for the Debtor/Reorganized Debtor via certified mail, and the Debtor shall have 30 days from the date of such notice to cure the default. In the event of failure to cure the default timely, the County shall be entitled to pursue collection of all amounts owed pursuant to applicable nonbankruptcy law without further recourse to the Bankruptcy Court and without further notice to the Debtor/Reorganized Debtor.</p> <p>8. <b>Recording Real Estate Documents.</b> Pursuant to 11 U.S.C. § 1146, the debtor may record real property documents without payment of a stamp tax or similar tax when the document to be recorded is an instrument of transfer or security, which memorializes a transaction made pursuant to this Plan. For purposes of clarification, “stamp tax” refers to the deed tax. At the time such document is presented for recording, the debtor shall present an order of the Bankruptcy Court in this proceeding authorizing the transaction which is the subject of the document to be recorded. Additionally, Minn. Stat. § 272.12 shall not preclude the recording of a document when the debtor presents an order of the Bankruptcy Court in this proceeding authorizing the transaction which is the subject of the document to be recorded.</p> <p>9. The Debtor has filed a Motion to Sell the real property subject to this motion and if granted and the sale is closed, the full amount due the Class 14 creditor will be paid in full from the proceeds of the sale.</p>
<p>Class 15 - Secured Claim of Seterus fka JP Morgan Chase on 5708 Hwy 98 Bus E, Panama City, FL; claim No. 18</p>	<p>Unimpaired</p>	<p>The allowed secured claim of Seterus, Claim No. 18, shall remain unimpaired and shall be paid according to the terms of the note and mortgage.</p>
<p>Class 16 - Secured Tax Claim of the Hennepin county Tax Collector; Claim No. 8 on 604 Lilac Drive, Golden Valley, MN.</p>	<p>Impaired</p>	<p><b>Secured Ad Valorem Property Tax Claims</b></p> <p>The Debtor intends to pay the secured tax claim in full from the sale of the real property located 962 University Avenue W, St. Paul, MN. US Bank National Association holds a first mortgage and Lake Region Bank holds a second mortgage on the subject property. Lake Region Bank has agreed for the tax claim to be paid after the payment of closing costs and the satisfaction of the first mortgage. To the extent the claim exceeds available funds, the tax claim may be satisfied from the liquidation of other personal property or will be paid as follows: the claim will be adjusted and the balance paid at 10% interest with payments amortized over 60 months. Payments shall commence on September 15, 2016. If for any reason, the sale of 962 University Avenue W. St. Paul, MN does not occur the tax claim will be paid as set forth below.</p> <p>This section shall govern the ad valorem property tax claims “Tax Claims”</p>

filed by Hennepin County "County" for taxes owing on properties owned by the debtor in Claim No. 8 in the amount of \$158,866.75 will be repaid at 10% fixed simple interest calculated from April 22, 2015. Hennepin County Tax Collector shall be repaid at the rate of \$4,554.20 per month with interest of 10% commencing on the petition date of April 22, 2015. The first payment shall be due on September 15, 2016 with the final payment being due and payable on July 15, 2020.

Tax Claims are secured by a lien on real property and are not personal liabilities of the debtor. See Minn. Stat. § 272.31. Tax Claims include all property taxes secured by liens that had attached as of the petition date, all interest and penalty that had accrued as of the petition date, and any special assessments certified to the County for inclusion on a property tax bill as of the petition date (collectively, "Pre-petition Taxes").

1. **Liens Preserved.** All property tax liens that attached to property of the estate prior to the petition date are preserved until the Pre-Petition Taxes are paid in full. Property tax liens shall attach post-petition to real properties by operation of Minnesota law.
2. **Interest on Tax Claims.** To the extent the County's Tax Claims are over-secured, those Tax Claims shall be entitled to interest at the state statutory rate for delinquent taxes. 11 U.S.C. §§ 506(b), 511, and 1129. Interest shall accrue on any part of the Tax Claims that are delinquent or become delinquent at the rate and in the method prescribed by Minn. Stat. § 279.03.
3. **Penalties on Tax Claims.** Notwithstanding Minn. Stat. § 279.01, no penalties shall accrue or be charged post-petition on unpaid pre-petition property taxes.
4. **Payment of Tax Claims.** Tax Claims shall be paid in equal monthly cash installments due on the first of each month. Payments shall commence immediately after entry of the confirmation order. Such payments shall be calculated to result in payment in full of the tax claims with all applicable and accrued interest no later than the fifth anniversary of the petition date. These payments shall include interest from the petition date through the Effective Date and from the Effective Date through the date of payment in full at the applicable state statutory rate. Payments shall be directed to the Hennepin County Treasurer at the following address:

Hennepin County Treasurer  
 Attn: Vicci Lee  
 A-600 Government Center  
 300 S Sixth Street  
 Minneapolis, MN 55487-0060

5. **Application of Tax Claim Payments.** Hennepin County shall apply Tax Claim payments in the manner provided by Minnesota Statutes and in its ordinary course of business.

		<p>6. <b>Confessions of Judgment.</b> Debtor has executed one or more Confessions of Judgment “Judgment” for delinquent taxes pursuant to Minn. Stat. § 279.37, for which payments must be made annually. These Judgments may not be altered except by order of the Hennepin County District Court in which the Judgments are filed. Judgment balances are included in the County’s Tax Claims, and the payments required by Minn. Stat. § 279.37 will be satisfied through timely payment of Tax Claims pursuant to this section [OR: annual payment must be made pursuant to the terms of the Judgment]. After a Judgment is satisfied, the County will file a Satisfaction of Judgment with the district court. In the event this Chapter 11 proceeding is closed or dismissed before satisfaction of a Judgment, the payments required by Minn. Stat. § 279.37 shall resume until a Judgment is satisfied. The terms of a confirmed plan will supersede any confession of judgment.</p> <p>7. <b>Payment of Post-Petition Property Taxes.</b></p> <p>a. <b>No Administrative Expense Claims Need Be Filed.</b> The County need not file administrative expense claims for any post-petition taxes not included in its Tax Claims</p> <p>b. <b>Payment Directly to County Treasurer.</b> Post-petition property taxes shall be paid in full directly to the County Treasurer in the ordinary course of business on or before the statutory payment dates of May 15 and October 15 each year. To the extent that taxes payable post-petition are included in the County’s Tax Claims and are paid timely in the manner of taxes paid in the ordinary course of business, those payments shall be applied to the Tax Claims.</p> <p>c. <b>Tax Petitions.</b> In the event that debtor files one or more petitions pursuant to Minn. Stat. § 278.01 to contest the property taxes owing on one or more properties included in the estate, the debtor shall be required to make timely payments in the amount required by Minn. Stat. § 278.03.</p> <p>8. <b>Failure to Make Payments.</b> Failure to make payments pursuant to the Plan, including both payments on Tax Claims and payments of property taxes that become payable post-petition, shall constitute an event of default under the Plan. In the event of a default, the full balance outstanding on Tax Claims shall be immediately due and payable. The County shall send notice of default to counsel for the Debtor/Reorganized Debtor via certified mail, and the Debtor shall have 30 days from the date of such notice to cure the default. In the event of failure to cure the default timely, the County shall be entitled to pursue collection of all amounts owed pursuant to applicable non-bankruptcy law without further recourse to the Bankruptcy Court and without further notice to the Debtor/Reorganized Debtor.</p>
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Class 17 - Secured Claim of US Bank on 962 University Ave, St. Paul, MN; Claim No. 10	Impaired	<p>U.S. Bank filed claim number 10 which is treated as a fully secured claim secured by real property located at 962 University Avenue, St. Paul, Minnesota. The allowed secured claim is \$109,594.73, which includes unpaid principal and post-petition interest and other fees and charges due under the applicable loan documents (the “U.S. Bank Loan Documents”) as of March 10, 2016. The allowed claim shall be paid in 83 installments of \$916.17 each, beginning on April 15, 2016, and on the 15<sup>th</sup> day of each consecutive month thereafter, plus a final payment equal to all unpaid principal, accrued interest and other fees and charges payable under the U.S. Bank Loan Documents on March 15, 2023. As of March 10, 2016 interest is accruing and will continue to accrue on the unpaid principal portion of the allowed claim at an annual rate of 3.95%. Upon confirmation of the Plan, without further action of the Debtor or U.S. Bank, the Debtor shall be deemed to have ratified and confirmed the terms and conditions of the U.S. Bank Loan Documents, which shall remain in full force and effect except as expressly provided in this paragraph. The payment is exclusive of taxes and insurance which the Debtor shall pay direct unless an escrow is established.</p> <p>The Debtor has filed a Motion to Sell the real property subject to this motion and if granted and the sale is closed, the full amount due the Class 17 creditor will be paid in full from the proceeds of the sale.</p>
Class 18 - Secured Claim of Whitney Bank on 5746 Hwy 98 Bus Hwy E, Panama City, FL; claim no. 24	Impaired	<p>Whitney Bank, formerly known as Hancock Bank filed claim number 24 which is treated as a fully allowed secured claim. The allowed secured claim in the amount of \$554,331.70 is secured by real property located at 5746 Hwy 98 Bus Hwy E, Panama City, FL or more specifically described in the final judgment entered in the Northern District of Florida against the Debtor and Smuggler’s Cove Development, LLC in Case No. 5:14-cv-165-RS-EMT and attached to Whitney Bank’s proof of claim number 24. Commencing on May 23, 2016 the Debtor shall pay payments over 7 years in the amount of \$8,165.00 per month with last payment being \$8,165.00 plus any remaining interest, late fees or costs. The allowed secured claim in the amount of \$554,331.70 is amortized over 84 months with interest at 6.25%. The payment is exclusive of taxes and insurance which the Debtor shall pay direct unless an escrow is established</p> <p>As additional consideration for Whitney Bank to support the Plan of reorganization, the Debtor agrees:</p>

		<ol style="list-style-type: none"> <li>1. Smuggler’s Cove Development, LLC will guarantee the indebtedness due under the plan and judgment.</li> <li>2. Smuggler’s Cove Development, LLC will have a separate forbearance agreement with Whitney Bank in which Whitney Bank will agree to forbear from exercising its rights under judgment provided plan payments are timely met.</li> <li>3. The forbearance agreement will have a probationary period of 6 months where every payment must be made on time or Whitney abnk can immediately exercise its right sunder the judgment.</li> <li>4. Whitney Bank reserves any and all rights under the judgment.</li> <li>5. The appeal of the judgment with the 11th Circuit will be dismissed with prejudice and the adversary in the bankruptcy will be dismissed with prejudice upon entry of the Order Confirming Plan</li> </ol>
<p>Class 19- RP Capital; Claim No. 15</p>		<p>RP Capital filed claim number 15 which is treated as a fully secured claim which is being treated as fully secured claim according to the parties’ stipulation and Adequate Protection Order filed October 15, 2015, Docket No. 111. The allowed secured claim is for \$338,118.00. The allowed secured claim shall include post-petition interest and attorney’s fees. The allowed claim shall be repaid as follows: Commencing on October 1, 2015 the Debtor shall pay \$5,583.86 per month and on the 1<sup>st</sup> of each month thereafter until the loan is paid in full. The final payment of all outstanding principal and interest shall be paid at the end of 76 months. The modified loan is amortized over 76 months with interest at 7% commencing on April 22, 2015. The final payment due February 1, 2022 shall be \$7,315.11. Unless otherwise stated in the Plan, the terms and conditions of the pre-petition loan documents executed by the Debtor remain in full force and effect.</p>

2. *Classes of Priority Unsecured Claims*

Certain priority claims that are referred to in §§ 507(a)(1), (4), (5), (6), and (7) of the Code are required to be placed in classes. The Code requires that each holder of such a claim receive cash on the effective date of the Plan equal to the allowed amount of such claim. However, a class of holders of such claims may vote to accept different treatment.

The following chart lists all classes containing claims under §§ 507(a)(1), (4), (5), (6), and (a)(7) of the Code and their proposed treatment under the Plan:

There are no priority unsecured creditors.

3. *Class[es] of General Unsecured Claims*

General unsecured claims are not secured by property of the estate and are not entitled to priority under § 507(a) of the Code.

The following chart identifies the Plan’s proposed treatment of Class[es] 21 through 23, which contain general unsecured claims against the Debtor:

<p>Class 21 – General Unsecured Creditors less than \$2,000.00</p>	<p>Unimpaired</p>	<p>Unsecured creditors with claims less than \$2,000.00 shall be paid in full for administrative convenience within thirty (30) days after the effective date of the Plan.</p>
<p>Class 22 - General</p>	<p>Impaired</p>	<p>Unsecured creditors with claims in excess of \$2,000.00 that are not personally</p>

Unsecured Creditors with claims in excess of \$2,000.00.		guaranteed shall be paid according to the attached payment schedule.
Class 23 – General Unsecured Creditors with Personal Guarantees.	Unimpaired	Class 23 consists of Claims 2 and 3 by Lake Region Bank for personal guarantees on corporate debts of Stand-up Multi-positional Advantage MRI, PA. These loans shall remain unimpaired and are being paid by the corporation. Except as amended or modified herein, all other terms of the Adequate Protection Agreement and the existing loan documents remain in full force and effect.

#### 4. *Class[es] of Equity Interest Holders*

Equity interest holders are parties who hold an ownership interest (i.e., equity interest) in the Debtor. In a corporation, entities holding preferred or common stock are equity interest holders. In a partnership, equity interest holders include both general and limited partners. In a limited liability company ("LLC"), the equity interest holders are the members. Finally, with respect to an individual who is a debtor, the Debtor is the equity interest holder.

#### **D. Means of Implementing the Plan**

##### 1. *Source of Payments*

Payments and distributions under the Plan will be funded by the Debtor from income received as chiropractor and proprietor of a stand-up MRI clinic as well as the successful management of a number of rental investments.

The Debtor advises that the receivables for Stand-up Multi-positional Advantage MRI, P.A. are increasing and with anticipated stockholder distributions, the Debtor will be able to make all payments provided for under the Plan. Additionally, the Debtor is awaiting an income tax refund of approximately \$18,000.00. He also has a pending BP claim which is in final settlement stages with an anticipated receivable of approximately \$40,000.00 conservatively. The PA also has pending cases with Farmers Insurance, Allstate Insurance, and American Family Insurance. The American Family Insurance case is set for final arguments on appeal on January 27, 2016, and there are damages which have been awarded of approximately \$26,000.00 which American Family has escrowed with the lower Court as a supersedeas bond pending appeal. The precedential effect of the ruling, if upheld, will result in the potential payment of millions of dollars for medical services which were inappropriately paid to patient attorneys and not to the medical provider as required by the patient's assignment of benefits claim forms which were timely provided to the insurance carriers and perfected by UCC liens.

The Debtor will deposit the net proceeds from the sale of the real property located at 962 University Drive in the Debtor in possession account. From these funds the Debtor will pay arrearage claims provided for as lump sum payment under the Plan and will pay allowed costs and attorney's fees of Debtor's counsel. The Debtor may then use funds, as available, to retire real property post-petition tax obligations and then pre-petition real property obligations due under the Plan in order to increase available monthly cash flow.

On a worst case scenario, in the event of a cash flow short fall, post confirmation, the Debtor will liquidate sufficient non-exempt personal property to insure plan payments are timely made.



2. *Post-confirmation Management*

The Debtor intends to continue the practice of chiropractic medicine as well as carrying on his other successful business ventures as discussed above.

**E. Risk Factors**

The proposed Plan has the following risks:

The Debtor could become ill and disabled and therefore unable to continue to practice medicine. Wayne Earl Dahl's business could be forced to close due to a loss of income resulting from the insurance and Medicare reimbursements under the health care system; and or a speculative decline in patients. . Wayne Earl Dahl could reach a point where he elects to retire.

**F. Executory Contracts and Unexpired Leases**

There are not executory contracts or unexpired leases at issue in this case.

**The Deadline for Filing a Proof of Claim Based on a Claim Arising from the Rejection of a Lease or Contract Is set forth in the Notice of Hearing.** Any claim based on the rejection of a contract or lease will be barred if the proof of claim is not timely filed, unless the Court orders otherwise.

**G. Tax Consequences of Plan**

*Creditors and Equity Interest Holders Concerned with How the Plan May Affect Their Tax Liability Should Consult with Their Own Accountants, Attorneys, And/Or Advisors.*

**IV. CONFIRMATION REQUIREMENTS AND PROCEDURES**

To be confirmable, the Plan must meet the requirements listed in §§ 1129(a) or (b) of the Code. These include the requirements that: the Plan must be proposed in good faith; at least one impaired class of claims must accept the plan, without counting votes of insiders; the Plan must distribute to each creditor and equity interest holder at least as much as the creditor or equity interest holder would receive in a chapter 7 liquidation case, unless the creditor or equity interest holder votes to accept the Plan; and the Plan must be feasible. These requirements are not the only requirements listed in § 1129, and they are not the only requirements for confirmation.

**A. Who May Vote or Object**

Any party in interest may object to the confirmation of the Plan if the party believes that the requirements for confirmation are not met.

Many parties in interest, however, are not entitled to vote to accept or reject the Plan. A creditor or equity interest holder has a right to vote for or against the Plan only if that creditor or equity interest holder has a claim or equity interest that is both (1) allowed or allowed for voting purposes and (2) impaired.

In this case, the Plan Proponent believes that class 8 and 9 are impaired and that holders of claims in these classes are therefore entitled to vote to accept or reject the Plan. The Plan Proponent believes that all other classes are unimpaired and that holders of claims in each of these classes, therefore, do not have the right to vote to accept or reject the Plan.

1. *What Is an Allowed Claim or an Allowed Equity Interest?*

Only a creditor or equity interest holder with an allowed claim or an allowed equity interest has the right to vote on the Plan. Generally, a claim or equity interest is allowed if either (1) the Debtor has scheduled the claim on the Debtor's schedules, unless the claim has been scheduled as disputed, contingent, or unliquidated, or (2) the creditor has filed a proof of claim or equity interest, unless an objection has been filed to such proof of claim or equity interest. When a claim or equity interest is not allowed, the creditor or equity interest holder holding the claim or equity interest cannot vote unless the Court, after notice and hearing, either overrules the objection or allows the claim or equity interest for voting purposes pursuant to Rule 3018(a) of the Federal Rules of Bankruptcy Procedure.

*The deadline for filing a proof of claim in this case was set forth in the Notice to Creditors circulated by the Court establishing the date for the Section 341 meeting of creditors and setting various deadlines.*

2. *What Is an Impaired Claim or Impaired Equity Interest?*

As noted above, the holder of an allowed claim or equity interest has the right to vote only if it is in a class that is *impaired* under the Plan. As provided in § 1124 of the Code, a class is considered impaired if the Plan alters the legal, equitable, or contractual rights of the members of that class.

3. *Who is Not Entitled to Vote*

The holders of the following five types of claims and equity interests are *not* entitled to vote:

holders of claims and equity interests that have been disallowed by an order of the Court;

holders of other claims or equity interests that are not "allowed claims" or "allowed equity interests" (as discussed above), unless they have been "allowed" for voting purposes.

holders of claims or equity interests in unimpaired classes;

holders of claims entitled to priority pursuant to §§ 507(a)(2), (a)(3), and (a)(8) of the Code; and

holders of claims or equity interests in classes that do not receive or retain any value under the Plan;

administrative expenses.

***Even If You Are Not Entitled to Vote on the Plan, You Have a Right to Object to the Confirmation of the Plan [and to the Adequacy of the Disclosure Statement].***

4. *Who Can Vote in More Than One Class*

A creditor whose claim has been allowed in part as a secured claim and in part as an unsecured claim, or who otherwise hold claims in multiple classes, is entitled to accept or reject a Plan in each capacity, and should cast one ballot for each claim.

**B. Votes Necessary to Confirm the Plan**

If impaired classes exist, the Court cannot confirm the Plan unless (1) at least one impaired class of creditors has accepted the Plan without counting the votes of any insiders within that class, and (2) all impaired classes have voted to accept the Plan, unless the Plan is eligible to be confirmed by "cram down" on non-accepting classes, as discussed later in Section [B.2.].

1. *Votes Necessary for a Class to Accept the Plan*

A class of claims accepts the Plan if both of the following occur: (1) the holders of more than one-half (1/2) of the allowed claims in the class, who vote, cast their votes to accept the Plan, and (2) the holders of at least two-thirds (2/3) in dollar amount of the allowed claims in the class, who vote, cast their votes to accept the Plan.

A class of equity interests accepts the Plan if the holders of at least two-thirds (2/3) in amount of the allowed equity interests in the class, who vote, cast their votes to accept the Plan.

2. *Treatment of Nonaccepting Classes*

Even if one or more impaired classes reject the Plan, the Court may nonetheless confirm the Plan if the nonaccepting classes are treated in the manner prescribed by § 1129(b) of the Code. A plan that binds nonaccepting classes is commonly referred to as a "cram down" plan. The Code allows the Plan to bind nonaccepting classes of claims or equity interests if it meets all the requirements for consensual confirmation except the voting requirements of § 1129(a)(8) of the Code, does not "discriminate unfairly," and is "fair and equitable" toward each impaired class that has not voted to accept the Plan.

*You should consult your own attorney if a "cramdown" confirmation will affect your claim or equity interest, as the variations on this general rule are numerous and complex.*

**C. Liquidation Analysis**

To confirm the Plan, the Court must find that all creditors and equity interest holders who do not accept the Plan will receive at least as much under the Plan as such claim and equity interest holders would receive in a chapter 7 liquidation. A liquidation analysis is attached to this Disclosure Statement as Exhibit E.

**D. Feasibility**

The Court must find that confirmation of the Plan is not likely to be followed by the liquidation, or the need for further financial reorganization, of the Debtor or any successor to the Debtor, unless such liquidation or reorganization is proposed in the Plan.

1. *Ability to Initially Fund Plan*

The Plan Proponent believes that the Debtor will have enough cash on hand on the effective date of the Plan to pay all the claims and expenses that are entitled to be paid on that date. Tables showing the amount of cash on hand on the effective date of the Plan, and the sources of that cash are attached to this disclosure statement as Exhibit F.

The Debtor advises that the receivables for Stand-up Multi-positional Advantage MRI, P.A. are increasing and with anticipated stockholder distributions, the Debtor will be able to make all payments provided for under the Plan. Additionally, the Debtor is awaiting an income tax refund of approximately \$18,000.00. He also has a pending BP claim which is in final settlement stages with an anticipated receivable of approximately \$40,000.00 conservatively. The PA also has pending cases with Farmers Insurance, Allstate Insurance, and American Family Insurance. The American Family Insurance case is set for final arguments on appeal on January 27, 2016, and there are damages which have been awarded of approximately \$26,000.00 which American Family has escrowed with the lower Court as a supersedeas bond pending appeal. The precedential effect of the ruling, if upheld, will result in the potential payment of millions of dollars for medical services which were inappropriately paid to patient attorneys and not to the medical provider as required by the patient's assignment of benefits claim forms which were timely provided to the insurance carriers and perfected by UCC liens.

On a worst case scenario, in the event of a cash flow short fall, post confirmation, the Debtor will liquidate sufficient non-exempt personal property to insure plan payments are timely made.

2. *Ability to Make Future Plan Payments And Operate Without Further Reorganization*

The Plan Proponent must also show that it will have enough cash over the life of the Plan to make the required Plan payments.

The Plan Proponent has provided projected financial information. Those projections are listed in Exhibit G.

*You Should Consult with Your Accountant or other Financial Advisor If You Have Any Questions Pertaining to These Projections.*

**V. EFFECT OF CONFIRMATION OF PLAN**

**A. DISCHARGE OF DEBTOR**

Discharge. Confirmation of the Plan does not discharge any debt provided for in the Plan until the court grants a discharge on completion of all payments under the Plan, or as otherwise provided in § 1141(d)(5) of the Code. Debtor will not be discharged from any debt excepted from discharge under § 523 of the Code, except as provided in Rule 4007(c) of the Federal Rules of Bankruptcy Procedure.

**B. Modification of Plan**

The Plan Proponent may modify the Plan at any time before confirmation of the Plan. However, the Court may require a new disclosure statement and/or revoting on the Plan.

The Plan Proponent may also seek to modify the Plan at any time after confirmation only if (1) the Plan has not been substantially consummated and (2) the Court authorizes the proposed modifications after notice and a hearing.

**C. Final Decree**

Once the estate has been fully administered, as provided in Rule 3022 of the Federal Rules of Bankruptcy Procedure, the Plan Proponent, or such other party as the Court shall designate in the Plan Confirmation Order, shall file a motion with the Court to obtain a final decree to close the case. Alternatively, the Court may enter such a final decree on its own motion.

**VI. OTHER PLAN PROVISIONS**

Reserved.

*Wayne Earl Dahi*  
\_\_\_\_\_  
/s/ Wayne Earl Dahi  
Wayne Earl Dahi

*Charles M. Wynn*  
\_\_\_\_\_  
/s/ Charles M. Wynn  
CHARLES M. WYNN, ESQ.  
CHARLES M. WYNN LAW OFFICES, PA  
P.O. Box 146  
Marianna, FL 32447  
850-526-3520  
FL Bar #0241695  
[court@wynnlaw-fl.com](mailto:court@wynnlaw-fl.com)

Wayne Dahl - proposed payment schedule

Class	Claim	Creditor	Collateral	Amount Owed	Paying	Interest	Term	Monthly Payment
	2	16	Alerus	7699 Viron Road	\$ 195,858.25	\$ 195,858.25	7.000% 15 years	\$ 1,792.45
	3	1	Ameris	5612 Hwy 98 Bus E	\$ 338,995.91	\$ 338,995.91	6.250% 15 years	\$ 3,018.40
	4		Anoka County Tax Collector	no claim	\$ 77,624.39	\$ 77,624.39	10.000% 48 months	\$ 2,225.24
	5		Bay County Tax Collector	no claim	\$ 15,262.17	\$ 15,262.17	18.000% 60 months	\$ 482.79
	6	19	Chase Mortgage	Duplex at 5710 Hwy 98 Bus E 604 North Lilac and 7699 NE Viron Road	\$ 238,408.22	\$ 238,408.22	4.375% 30 years	\$ 1,256.01
	7		Farmers State Bank	unknown				
	8	23	First National Bank - 1st Mortgage	810 Lilac Drive	\$ 766,949.91	\$ 200,000.00	0.000% 60 months	\$ 3,333.34
	9		First National Bank - 2nd Mortgage	filed 1 claim for both mortgages				
	10	17	Green Tree Servicing - First Option Mortgage	177 Harman Circle	\$ 224,846.98	\$ 224,846.98	2.875% 30 years	\$ 949.98
	11	7	Hennepin County Tax Collector	Parcel ID given (no address)	\$ 842.86	\$ 842.86	to be paid in full within 60 days of conl	
	12	6	Hennepin County Tax Collector	810 Lilac Drive	\$ 58,903.12	\$ 58,903.12	surrendered property	
	13	4	Lake Region Bank	604 Lilac Drive	\$ 1,580,240.06	\$ 1,580,240.06	7.250% 15 years	\$ 16,603.58
	14	9	Ramsey County Tax Collector	962 University Drive	\$ 40,213.19	\$ 40,213.19	10.000% 48 months	\$ 1,152.78
	15	18	Seterus fka JP Morgan Chase	5708 Hwy 98 Bus E	\$ 271,055.66	\$ 271,055.66	4.375%	\$ 1,303.48
	16	8	Hennepin County Tax Collector	604 Lilac Drive	\$ 158,866.75	\$ 158,866.75	10.000% 48 months	\$ 4,554.20
	17	10	US Bank	962 University Drive	\$ 119,962.91	\$ 119,962.91	3.950% 15 years	\$ 916.17
	18	24	Whitney Bank	5746 Hwy 98 Bus E	\$ 507,103.86	\$ 507,103.86	6.250% 7 years	\$ 8,165.00
	19	15	RP Capital	MRI Machine and Ford Van	\$ 338,118.00	\$ 338,118.00	7.000% 76 months	\$ 5,583.86
	20	5	IRS - Amended 5/3/16	2012 income taxes	\$	\$	3.000% 48 months	\$
			TOTAL	\$ 4,933,252.24	\$	\$		\$ 51,337.28
	21		Unsecured Creditors < \$2,000.00	to be paid in full upon confirmation				
	20		American Express		\$ 76.85			
	21		BellSouth		\$ 502.64			
			Amex (3873)		\$ 9.00			
			Credit One Bank NA		\$ 10.00			
			US Bank (1981)		\$ 56.00			
	22		Unsecured Creditors > \$2,000.00 personal guarantee					
			2 Lake Region Bank (7627)		\$ 199,262.47		paid by SUMA	
			3 Lake Region Bank (7627)		\$ 80,849.16		paid by SUMA	
	23		Unsecured creditors > \$2,000.00		\$ 12,306.22		6% over 5 years with a payment of \$237.91	
	23		US Bank		\$			

Wayne Dahl - proposed payment schedule - from property sale

Class	Claim	Creditor	Collateral	Amount Owed	Paying	Interest	Term	Monthly Payment
2	16	Alerus	7699 Viron Road	\$ 195,858.25	\$ 195,858.25	7.000%	15 years	\$ 1,792.45
3	1	Ameris	5612 Hwy 98 Bus E	\$ 338,995.91	\$ 338,995.91	6.250%	15 years	\$ 3,018.40
4		Anoka County Tax Collector	no claim	\$ 77,624.39	to be paid in full from sale of real property			
5		Bay County Tax Collector	no claim	\$ 15,262.17	\$ 15,262.17	18.000%	60 months	\$ 482.79
6	19	Chase Mortgage	Duplex at 5710 Hwy 98 Bus E 604 North Lilac and 7699 NE Viron Road	\$ 238,408.22	\$ 238,408.22	4.375%	30 years	\$ 1,256.01
7		Farmers State Bank	unknown					
8	23	First National Bank - 1st Mortgage	810 Lilac Drive	\$ 766,949.91	\$ 200,000.00	0.000%	60 months	\$ 3,333.34
9		First National Bank - 2nd Mortgage	filed 1 claim for both mortgages	\$ -				
10	17	Green Tree Servicing - First Option Mortgage	177 Harman Circle	\$ 224,846.98	\$ 224,846.98	2.875%	30 years	\$ 949.98
11	7	Hennepin County Tax Collector	Parcel ID given (no address)	\$ 842.86	to be paid in full within 60 days of confirmation			
12	6	Hennepin County Tax Collector	810 Lilac Drive	\$ 58,903.12	\$ -		surrendered property	
13	4	Lake Region Bank	604 Lilac Drive	\$ 1,580,240.06	\$ 1,580,240.06	7.250%	15 years	\$ 16,603.58
14	9	Ramsey County Tax Collector	962 University Drive	\$ 40,213.19	to be paid in full from sale of real property			
15	18	Seterus K&J Morgan Chase	5708 Hwy 98 Bus E	\$ 271,055.66	\$ 271,055.66	4.375%		\$ 1,303.48
16	8	Hennepin County Tax Collector	604 Lilac Drive	\$ 158,866.75	to be paid in full from sale of real property			
17	10	US Bank	962 University Drive	\$ 119,962.91	to be paid in full from sale of real property			
18	24	Whitney Bank	5746 Hwy 98 Bus E	\$ 507,103.86	\$ 507,103.86	6.250%	7 years	\$ 8,165.00
19	15	RP Capital	MRI Machine and Ford Van	\$ 338,118.00	\$ 338,118.00	7.000%	76 months	\$ 5,583.86
20	5	IRS - Amended 5/3/16	2012 income taxes	\$ -	\$ -	3.000%	48 months	\$ -
<b>TOTAL</b>				<b>\$ 4,933,252.24</b>				<b>\$ 42,488.89</b>
21	<b>Unsecured Creditors &lt; \$2,000.00 to be paid in full upon confirmation</b>							
	20	American Express		\$ 76.85				
	21	Bellsouth		\$ 502.64				
		Amex (3873)		\$ 9.00				
		Credit One Bank NA		\$ 10.00				
		US Bank (1981)		\$ 56.00				
22	<b>Unsecured Creditors &gt; \$2,000.00 personal guarantee</b>							
	2	Lake Region Bank (7627)		\$ 199,262.47	paid by SUMA			
	3	Lake Region Bank (7627)		\$ 80,849.16	paid by SUMA			
23	<b>Unsecured creditors &gt; \$2,000.00</b>							
	22	US Bank		\$ 12,306.22	6% over 5 years with a payment of \$237.91			

**WAYNE EARL DAHL**  
**Chapter 11 Case No.: 14-50144**

**Exhibit A**

**Plan**

B25A (Official Form 25A) (12/11)

**United States Bankruptcy Court**  
Northern District of Florida

In re Wayne Earl Dahl  
Debtor(s)

Case No. 15-50210-KKS  
Chapter 11

**WAYNE EARL DAHL'S SECOND AMENDED PLAN OF REORGANIZATION**

**ARTICLE I**  
**SUMMARY**

This Plan of Reorganization (the "Plan") under chapter 11 of the Bankruptcy Code (the "Code") proposes to pay creditors of **Wayne Earl Dahl** (the "Debtor") from operations of the Debtor and future income.

This Plan provides for 17 classes of secured claims; 2 classes of unsecured claims; and 0 classes of equity security holders. Unsecured creditors holding allowed claims will receive distributions, which the proponent of this Plan has valued at approximately 100 cents on the dollar. This Plan also provides for the payment of administrative and priority claims to the extent permitted by the Code or the claimant's agreement.

All creditors and equity security holders should refer to Articles III through VI of this Plan for information regarding the precise treatment of their claim. A disclosure statement that provides more detailed information regarding this Plan and the rights of creditors and equity security holders has been circulated with this Plan. **Your rights may be affected. You should read these papers carefully and discuss them with your attorney, if you have one. (If you do not have an attorney, you may wish to consult one.)**

**ARTICLE II**  
**CLASSIFICATION OF CLAIMS AND INTERESTS**

- 2.01 Class 1. All allowed claims entitled to priority under § 507 of the Code (except administrative expense claims under § 507(a)(2), ["gap" period claims in an involuntary case under § 507(a)(3),] and priority tax claims under § 507(a)(8)).
- 2.02 Class 2. Secured Claim of Alerus Financial on 7699 Viron Road, Fridley, MN
- 2.03 Class 3. Secured Claim of Ameris Bank formerly Prosperity Bank on 5612 Hwy 98 Bus E, Panama City
- 2.04 Class 4. Secured Claim of Anoka County Tax Collector
- 2.05 Class 5. Secured claim of Bay County Tax Collector
- 2.06 Class 6. Secured claim of Chase Mortgage on Duplex located at 5710 Hwy 98 Bus E, Panama City
- 2.07 Class 7. Secured claim of Farmers State Bank of New London on 604 North Lilac Drive and 7699 NE Viron Road
- 2.08 Class 8. Secured Claim of First National Bank of Plymouth (1<sup>st</sup> Mortgage) on 810 Lilac Drive, Golden Valley, MN
- 2.09 Class 9. Secured Claim of First National Bank of Plymouth (2<sup>nd</sup> Mortgage) on 810 Lilac Drive, Golden Valley, MN
- 2.10 Class 10. Secured Claim of Green Tree Servicing on 177 Hartman Cir, NE, Fridley, MN
- 2.11 Class 11. Secured Claim of Hennepin County Tax Collector



**B25A (Official Form 25A) (12/11) - Cont.**

- 2.12 Class 12. Secured Claim of Hennepin County Tax Collector on 810 Lilac Drive, Golden Valley, MN
- 2.13 Class 13. Secured Claim of Lake Region Bank on 604 Lilac Drive, Golden Valley, MN
- 2.14 Class 14. Secured Claim of Ramsey County Tax Collector on 962 University Ave, St. Paul, MN
- 2.15 Class 15. Secured Claim of Seterus fka JP Morgan Chase on 5708 Hwy 98 Bus E, Panama City, FL
- 2.16 Class 16. Secured Claim of the Hennepin County Tax Collector on 604 Lilac Drive, Golden Valley MN; Claim No.8.
- 2.17 Class 17. Secured Claim of US Bank on 962 University Ave, St. Paul, MN
- 2.18 Class 18. Secured Claim of Whitney Bank on 5746 Hwy 98 Bus Hwy E, Panama City, FL
- 2.19 Class 19. Secured Claim of RP Capital on MRI machine and Ford Van.
- 2.20 Class 20. Secured Claim of the Internal Revenue Service; Claim No. 5.
- 2.21 Class 21. All unsecured claims allowed under § 502 of the Code less than \$2,000.00.
- 2.22 Class 22. General Unsecured Creditors with claims in excess of \$2,000.00.
- 2.23 Class 23. General Unsecured Creditors with Personal Guarantees.

**ARTICLE III**  
**TREATMENT OF ADMINISTRATIVE EXPENSE CLAIMS,**  
**U.S. TRUSTEES FEES, AND PRIORITY TAX CLAIMS**

3.01 Unclassified Claims. Under section §1123(a)(1), administrative expense claims, ["gap" period claims in an involuntary case allowed under § 502(f) of the Code,] and priority tax claims are not in classes.

3.02 Administrative Expense Claims. Each holder of an administrative expense claim allowed under § 503 of the Code will be paid in full on the effective date of this Plan (as defined in Article VII), in cash, or upon such other terms as may be agreed upon by the holder of the claim and the Debtor.

3.03 Priority Tax Claims. Each holder of a priority tax claim will be paid consistent with § 1129(a)(9)(C) of the Code. None are filed at this time.

3.04 United States Trustee Fees. All fees required to be paid by 28 U.S.C. §1930(a)(6) (U.S. Trustee Fees) will accrue and be timely paid until the case is closed, dismissed, or converted to another chapter of the Code. Any U.S. Trustee Fees owed on or before the effective date of this Plan will be paid on the effective date.

**ARTICLE IV**  
**TREATMENT OF CLAIMS AND INTERESTS UNDER THE PLAN**

4.01 Claims and interests shall be treated as follows under this Plan:

Class	Impairment	Treatment
Class 1 - Priority Claims	Unimpaired	Attorney's fees: The Debtor has paid \$10,000.00 into the undersigned attorney's trust account which will be applied toward fees approved by the Court. The balance shall be paid in a lump sum from funds accumulated in the Debtor in Possession account.  Accounting fees will be paid as incurred in the ordinary course of business.

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Class 2 - Secured Claim of Alerus Financial on 7699 Viron Road, Fridley, MN	Impaired	<p>Alerus filed claim number 16 which is a fully secured claim secured by real property. The allowed secured claim is for \$195,858.25., plus post-petition interest and attorney's fees. The allowed claim shall be repaid at \$1,792.45 per month, pursuant to the Adequate Protection Agreement as extended. The allowed claim shall be repaid at 7.00% interest amortized over 180 months with a balloon payment on the 84<sup>th</sup> payment. Payments shall commence on December 25, 2015 and shall be due and payable on the 25<sup>th</sup> of each month thereafter. The payment is exclusive of taxes and insurance which the Debtor shall pay directly.</p> <p>The Mortgage contains a scrivener's error in the legal description of the Property as it erroneously refers to the "North 223 feet" rather than the "North 233 feet." The legal description shall be corrected through the filing of a corrective mortgage to correct the legal description as follows:</p> <p><i>The North 233 feet of the West 230 feet of the Northeast Quarter of the Northwest Quarter and that part of the North 233 feet of the Northwest Quarter of the Northwest Quarter lying Easterly of said Highway No: 65 as the same is now laid out and constructed all in Section 12, Township 30, Range 24, according to the United States Government Survey thereof and situate in Anoka County, Minnesota.</i></p> <p>The correction of the description shall not impair the lien priority of Alerus.</p> <p>Alerus may draft a new note, corrective mortgage and mortgage modification agreement, and such other documents as may be reasonably required by Alerus to document the re-structured indebtedness which shall provide for payments commensurate with the terms of the Plan and Adequate Protection Agreement, as extended. Alerus may additionally record the Plan in the public records in and for Anoka County, Minnesota, which shall act as a modification of the terms of the existing mortgage to the extent consistent with the new loan documents. All of the terms and conditions of the original loan documents between the Debtor and Alerus shall remain in full force and effect, except as expressly modified herein or in the new loan documents to be executed by the Debtor. All other terms of the Adequate Protection Agreement not in conflict herewith or with the terms of the existing or new loan documents are incorporated herein and shall remain in full force and effect.</p>
Class 3 - Secured Claim of Ameris Bank formerly Prosperity Bank on 5612 Hwy 98 Bus E, Panama City	Impaired	<p>Ameris filed Claim no. 1 and is a fully secured creditor in the amount of \$338,995.91 which shall be repaid at 6.25% interest over 180 months with payments commencing on February 23, 2016 in the amount of \$3,018.40 per month. Payments shall balloon on the 84<sup>th</sup> payment. Payments shall be made in accordance with the Final Adequate Protection Order entered by the Court.</p>
Class 4 - Secured Claim of Anoka County Tax	Impaired	<p><b>Secured Ad Valorem Property Tax Claims</b> The Debtor intends to pay the secured tax claim in full from the sale of the</p>

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Collector	<p>real property located 962 University Avenue W, St. Paul, MN. US Bank National Association holds a first mortgage and Lake Region Bank holds a second mortgage on the subject property. Lake Region Bank has agreed for the tax claim to be paid after the payment of closing costs and the satisfaction of the first mortgage. To the extent the claim exceeds available funds, the tax claim may be satisfied from the liquidation of other personal property or will be paid as follows: the claim will be adjusted and the balance paid at 10% interest with payments amortized over 60 months. Payments shall commence on September 15, 2016. If for any reason, the sale of 962 University Avenue W. St. Paul, MN does not occur the tax claim will be paid as set forth below.</p> <p>This section shall govern the ad valorem property tax claims "Tax Claims" filed by Anoka County "County" for taxes owing on properties owned by the debtor. The tax claim is estimated to be \$77,624.39 which shall be repaid at 10% fixed simple interest with payments to commence on September 15, 2016 over 60 months with monthly payments of \$2,225.24. Tax Claims are secured by a lien on real property and are not personal liabilities of the debtor. See Minn. Stat. § 272.31. Tax Claims include all property taxes secured by liens that had attached as of the petition date, all interest and penalty that had accrued as of the petition date, and any special assessments certified to the County for inclusion on a property tax bill as of the petition date (collectively, "Pre-petition Taxes").</p> <ol style="list-style-type: none"> <li>1. <b>Liens Preserved.</b> All property tax liens that attached to property of the estate prior to the petition date are preserved until the Pre-Petition Taxes are paid in full. Property tax liens shall attach post-petition to real properties by operation of Minnesota law.</li> <li>2. <b>Interest on Tax Claims.</b> To the extent the County's Tax Claims are over-secured, those Tax Claims shall be entitled to interest at the state statutory rate for delinquent taxes. 11 U.S.C. §§ 506(b), 511, and 1129. Interest shall accrue on any part of the Tax Claims that are delinquent or become delinquent at the rate and in the method prescribed by Minn. Stat. § 279.03.</li> <li>3. <b>Penalties on Tax Claims.</b> Notwithstanding Minn. Stat. § 279.01, no penalties shall accrue or be charged post-petition on unpaid pre-petition property taxes.</li> <li>4. <b>Payment of Tax Claims.</b> Tax Claims shall be paid in equal monthly cash installments due on the first of each month. Payments shall commence immediately after entry of the confirmation order. Such payments shall be calculated to result in payment in full of the tax claims with all applicable and accrued interest no later than the fifth anniversary of the petition date. These payments shall include interest from the petition date through the Effective Date and from the Effective Date through the date of payment in full at the applicable state statutory rate. Payments shall be directed to the Anoka County Tax Collector at the following address:</li> </ol> <p>Anoka County Tax Collector 325 E. Main Street Anoka MN 55303</p>
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5. **Application of Tax Claim Payments.** Anoka County shall apply Tax Claim payments in the manner provided by Minnesota Statutes and in its ordinary course of business.
6. **Confessions of Judgment.** Debtor has executed one or more Confessions of Judgment "Judgment" for delinquent taxes pursuant to Minn. Stat. § 279.37, for which payments must be made annually. These Judgments may not be altered except by order of the Hennepin County District Court in which the Judgments are filed. Judgment balances are included in the County's Tax Claims, and the payments required by Minn. Stat. § 279.37 will be satisfied through timely payment of Tax Claims pursuant to this section. After a Judgment is satisfied, the County will file a Satisfaction of Judgment with the district court. In the event this Chapter 11 proceeding is closed or dismissed before satisfaction of a Judgment, the payments required by Minn. Stat. § 279.37 shall resume until a Judgment is satisfied. The terms of a confirmed plan will supersede any confession of judgment.
7. **Payment of Post-Petition Property Taxes.**
  - a. **No Administrative Expense Claims Need Be Filed.** The County need not file administrative expense claims for any post-petition taxes not included in its Tax Claims
  - b. **Payment Directly to County Treasurer.** Post-petition property taxes shall be paid in full directly to the County Treasurer in the ordinary course of business on or before the statutory payment dates of May 15 and October 15 each year. To the extent that taxes payable post-petition are included in the County's Tax Claims and are paid timely in the manner of taxes paid in the ordinary course of business, those payments shall be applied to the Tax Claims.
  - c. **Tax Petitions.** In the event that debtor files one or more petitions pursuant to Minn. Stat. § 278.01 to contest the property taxes owing on one or more properties included in the estate, the debtor shall be required to make timely payments in the amount required by Minn. Stat. § 278.03.
8. **Failure to Make Payments.** Failure to make payments pursuant to the Plan, including both payments on Tax Claims and payments of property taxes that become payable post-petition, shall constitute an event of default under the Plan. In the event of a default, the full balance outstanding on Tax Claims shall be immediately due and payable. The County shall send notice of default to counsel for the Debtor/Reorganized Debtor via certified mail, and the Debtor shall have 30 days from the date of such notice to cure the default. In the event of failure to cure the default timely, the County shall be entitled to pursue collection of

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		<p>all amounts owed pursuant to applicable nonbankruptcy law without further recourse to the Bankruptcy Court and without further notice to the Debtor/Reorganized Debtor.</p> <p>9. <b>Recording Real Estate Documents.</b> Pursuant to 11 U.S.C. § 1146, the debtor may record real property documents without payment of a stamp tax or similar tax when the document to be recorded is an instrument of transfer or security, which memorializes a transaction made pursuant to this Plan. For purposes of clarification, "stamp tax" refers to the deed tax. At the time such document is presented for recording, the debtor shall present an order of the Bankruptcy Court in this proceeding authorizing the transaction which is the subject of the document to be recorded. Additionally, Minn. Stat. § 272.12 shall not preclude the recording of a document when the debtor presents an order of the Bankruptcy Court in this proceeding authorizing the transaction which is the subject of the document to be recorded.</p>
Class 5 – Secured claim of Bay County Tax Collector	Impaired	The allowed secured claim of approximately \$15,262.17 shall be paid at 18% interest over sixty (60) months with monthly payments of \$482.79 per month commencing thirty (30) days after the effective date of confirmation or approximately September 15, 2016 whichever occurs later.
Class 6 – Secured claim of Chase Mortgage on Duplex located at 5710 Hwy 98 Bus E, Panama City; Claim No. 19	Impaired	Chase filed claim number 19 which is treated as a fully secured claim secured by real property located at 5710 Hwy. 98 Business East, Panama City, FL. The allowed secured claim is for \$238,408.22 pursuant to a loan modification agreement dated February 4, 2015 and is secured by a first lien on the property. The loan modification agreement provides for a new maturity date of February 1, 2055 and a contractual rate of interest of 4.375%. The allowed secured claim shall include post-petition interest and attorney's fees. The allowed claim shall be repaid at \$1,045.41 per month for principal and interest, plus monthly escrow for taxes and insurance, with such escrow payments subject to periodic adjustment in the ordinary course. The monthly payments for principal, interest and escrow under the Plan shall commence on July 1, 2016 and on the 1st of each month thereafter until the loan is paid in full. The Debtor is in arrears post-petition in the amount of \$5,567.98 which will be paid in full, along with any costs and attorney's fees, and escrow advances due secured creditor, thirty days after the effective date of confirmation.
Class 7 - Secured claim of Farmers State Bank of New London on 604 North Lilac Drive and 7699 NE Viron Road	Unimpaired	The loans on this property was obtained by Class 13 creditor, Lake Regions Bank and shall be treated as set forth therein.
Class 8 - Secured Claim of First National Bank of Plymouth (1 <sup>st</sup> Mortgage) on 810 Lilac Drive, Golden Valley, MN; claim no. 23	Impaired	The debtor has agreed to execute a deed in lieu of foreclosure and related documents to voluntarily turn over the real property and improvements subject to this claim to this secured creditor, as provided for in the court order filed on July 20, 2015, Docket 44. The unliquidated and contested deficiency claim of First National Bank of Plymouth shall be compromised and settled for the amount of \$200,000.00 to be paid over 60 months at no interest with payments to commence 30 days after the effective date of confirmation. Payments shall be \$3,333.34 per month.
Class 9 - Secured Claim of First National Bank of Plymouth (2 <sup>nd</sup> Mortgage)	Impaired	The treatment for Class 9 is consolidated with Class 8 above.

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on 810 Lilac Drive, Golden Valley, MN; claim no. 23		
Class 10 -Secured Claim of DITECH formerly Green Tree Servicing on 177 Hartman Cir, NE, Fridley, MN; claim No. 17.	Impaired	DITECH filed claim number 17 which is treated as a fully secured claim secured by real property located at 177 Hartman Circle, N.E., Fridley, MN. The allowed secured claim is for \$224,846.98. The allowed secured claim shall include post-petition interest and attorney's fees. The allowed claim shall be repaid at \$949.98 per month commencing on January 10, 2016 and on the 10 <sup>th</sup> of each month thereafter until the loan is paid in full. The modified loan is amortized over 360 months with interest commencing on April 22, 2015. The payment is exclusive of taxes and insurance which the Debtor shall pay direct unless an escrow is established.
Class 11 - Secured Claim of Hennepin County Tax Collector; claim No. 7	Impaired	<p><b>Secured Ad Valorem Property Tax Claims</b></p> <p>The Debtor intends to pay the secured tax claim in full from the sale of the real property located 962 University Avenue W, St. Paul, MN. US Bank National Association holds a first mortgage and Lake Region Bank holds a second mortgage on the subject property. Lake Region Bank has agreed for the tax claim to be paid after the payment of closing costs and the satisfaction of the first mortgage. To the extent the claim exceeds available funds, the tax claim may be satisfied from the liquidation of other personal property or will be paid as follows: the claim will be adjusted and the balance paid at 10% interest with payments amortized over 60 months. Payments shall commence on September 15, 2016. If for any reason, the sale of 962 University Avenue W. St. Paul, MN does not occur the tax claim will be paid as set forth below.</p> <p>The claim of Hennepin County, Claim No. 7 in the amount of \$842.86 shall be paid in full within sixty days of confirmation plus accrued statutory interest. This section shall govern the ad valorem property tax claims "Tax Claims" filed by Hennepin County "County" for taxes owing on properties owned by the debtor. Tax Claims are secured by a lien on real property and are not personal liabilities of the debtor. See Minn. Stat. § 272.31. Tax Claims include all property taxes secured by liens that had attached as of the petition date, all interest and penalty that had accrued as of the petition date, and any special assessments certified to the County for inclusion on a property tax bill as of the petition date (collectively, "Pre-petition Taxes").</p> <ol style="list-style-type: none"> <li>1. <b>Liens Preserved.</b> All property tax liens that attached to property of the estate prior to the petition date are preserved until the Pre-Petition Taxes are paid in full. Property tax liens shall attach post-petition to real properties by operation of Minnesota law.</li> <li>2. <b>Interest on Tax Claims.</b> To the extent the County's Tax Claims are over-secured, those Tax Claims shall be entitled to interest at the state statutory rate for delinquent taxes. 11 U.S.C. §§ 506(b), 511, and 1129. Interest shall accrue on any part of the Tax Claims that are delinquent or become delinquent at the rate and in the method prescribed by Minn. Stat. § 279.03.</li> <li>3. <b>Penalties on Tax Claims.</b> Notwithstanding Minn. Stat. § 279.01, no penalties shall accrue or be charged post-petition on unpaid pre-petition property taxes.</li> <li>4. <b>Payment of Tax Claims.</b> Tax Claims shall be paid in full thirty days after the effective date of confirmation. These payments</li> </ol>

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shall include interest from the petition date through the Effective Date and from the Effective Date through the date of payment in full at the applicable state statutory rate. Payments shall be directed to the Hennepin County Treasurer at the following address:

Hennepin County Treasurer  
Attn: Vicci Lee  
A-600 Government Center  
300 S Sixth Street  
Minneapolis, MN 55487-0060

5. **Application of Tax Claim Payments.** Hennepin County shall apply Tax Claim payments in the manner provided by Minnesota Statutes and in its ordinary course of business.

10. **Confessions of Judgment.** Debtor has executed one or more Confessions of Judgment "Judgment" for delinquent taxes pursuant to Minn. Stat. § 279.37, for which payments must be made annually. These Judgments may not be altered except by order of the Hennepin County District Court in which the Judgments are filed. Judgment balances are included in the County's Tax Claims, and the payments required by Minn. Stat. § 279.37 will be satisfied through timely payment of Tax Claims pursuant to this section [OR: annual payment must be made pursuant to the terms of the Judgment]. After a Judgment is satisfied, the County will file a Satisfaction of Judgment with the district court. In the event this Chapter 11 proceeding is closed or dismissed before satisfaction of a Judgment, the payments required by Minn. Stat. § 279.37 shall resume until a Judgment is satisfied. The terms of a confirmed plan will supersede any confession of judgment.

6. **Payment of Post-Petition Property Taxes.**

- a. **No Administrative Expense Claims Need Be Filed.**  
The County need not file administrative expense claims for any post-petition taxes not included in its Tax Claims.
- b. **Payment Directly to County Treasurer.** Post-petition property taxes shall be paid in full directly to the County Treasurer in the ordinary course of business on or before the statutory payment dates of May 15 and October 15 each year. To the extent that taxes payable post-petition are included in the County's Tax Claims and are paid timely in the manner of taxes paid in the ordinary course of business, those payments shall be applied to the Tax Claims.
- c. **Tax Petitions.** In the event that debtor files one or more petitions pursuant to Minn. Stat. § 278.01 to contest the property taxes owing on one or more properties included in the estate, the debtor shall be required to make timely payments in the amount required by Minn. Stat. § 278.03.

7. **Failure to Make Payments.** Failure to make payments pursuant

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		<p>to the Plan, including both payments on Tax Claims and payments of property taxes that become payable post-petition, shall constitute an event of default under the Plan. In the event of a default, the full balance outstanding on Tax Claims shall be immediately due and payable. The County shall send notice of default to counsel for the Debtor/Reorganized Debtor via certified mail, and the Debtor shall have 30 days from the date of such notice to cure the default. In the event of failure to cure the default timely, the County shall be entitled to pursue collection of all amounts owed pursuant to applicable non-bankruptcy law without further recourse to the Bankruptcy Court and without further notice to the Debtor/Reorganized Debtor.</p> <p>8. <b>Recording Real Estate Documents.</b> Pursuant to 11 U.S.C. § 1146, the debtor may record real property documents without payment of a stamp tax or similar tax when the document to be recorded is an instrument of transfer or security, which memorializes a transaction made pursuant to this Plan. For purposes of clarification, "stamp tax" refers to the deed tax. At the time such document is presented for recording, the debtor shall present an order of the Bankruptcy Court in this proceeding authorizing the transaction which is the subject of the document to be recorded. Additionally, Minn. Stat. § 272.12 shall not preclude the recording of a document when the debtor presents an order of the Bankruptcy Court in this proceeding authorizing the transaction which is the subject of the document to be recorded.</p>
Class 12 - Secured Claim of Hennepin County Tax Collector on 810 Lilac Drive, Golden Valley, MN; Claim No. 6.	Impaired	<p>The real property subject to this tax claim was surrendered to First National Bank; class No. 8 above. The taxes will be paid in full upon the sale of the property by the State Court appointed receiver.</p> <p><b>Secured Ad Valorem Property Tax Claims</b> This section shall govern the ad valorem property tax claims "Tax Claims" filed by Hennepin County "County" for taxes owing on properties owned by the debtor in Claim No. 6 in the amount of \$58,903.12 will be repaid at 10% fixed simple interest calculated from April 22, 2015. The claim shall be paid in full upon the sale of the property by the State Court appointed receiver appointed in <i>First National Bank v. Golden Valley Office Center, LLC et al.</i>, Hennepin County Court File No. 27-CV-14-18239.</p> <p>Tax Claims are secured by a lien on real property and are not personal liabilities of the debtor. See Minn. Stat. § 272.31. Tax Claims include all property taxes secured by liens that had attached as of the petition date, all interest and penalty that had accrued as of the petition date, and any special assessments certified to the County for inclusion on a property tax bill as of the petition date (collectively, "Pre-petition Taxes").</p> <ol style="list-style-type: none"> <li>1. <b>Liens Preserved.</b> All property tax liens that attached to property of the estate prior to the petition date are preserved until the Pre-Petition Taxes are paid in full. Property tax liens shall attach post-petition to real properties by operation of Minnesota law.</li> <li>2. <b>Interest on Tax Claims.</b> To the extent the County's Tax Claims are over-secured, those Tax Claims shall be entitled to interest at the state statutory rate for delinquent taxes. 11 U.S.C. §§ 506(b),</li> </ol>



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511, and 1129. Interest shall accrue on any part of the Tax Claims that are delinquent or become delinquent at the rate and in the method prescribed by Minn. Stat. § 279.03.

3. **Penalties on Tax Claims.** Notwithstanding Minn. Stat. § 279.01, no penalties shall accrue or be charged post-petition on unpaid pre-petition property taxes.
4. **Payment of Tax Claims.** Tax Claims shall be paid in equal monthly cash installments due on the first of each month. Payments shall commence immediately after entry of the confirmation order. Such payments shall be calculated to result in payment in full of the tax claims with all applicable and accrued interest no later than the fifth anniversary of the petition date. These payments shall include interest from the petition date through the Effective Date and from the Effective Date through the date of payment in full at the applicable state statutory rate. Payments shall be directed to the Hennepin County Treasurer at the following address:

Hennepin County Treasurer  
Attn: Vicci Lee  
A-600 Government Center  
300 S Sixth Street  
Minneapolis, MN 55487-0060

5. **Application of Tax Claim Payments.** Hennepin County shall apply Tax Claim payments in the manner provided by Minnesota Statutes and in its ordinary course of business.
6. **Confessions of Judgment.** Debtor has executed one or more Confessions of Judgment "Judgment" for delinquent taxes pursuant to Minn. Stat. § 279.37, for which payments must be made annually. These Judgments may not be altered except by order of the Hennepin County District Court in which the Judgments are filed. Judgment balances are included in the County's Tax Claims, and the payments required by Minn. Stat. § 279.37 will be satisfied through timely payment of Tax Claims pursuant to this section [OR: annual payment must be made pursuant to the terms of the Judgment]. After a Judgment is satisfied, the County will file a Satisfaction of Judgment with the district court. In the event this Chapter 11 proceeding is closed or dismissed before satisfaction of a Judgment, the payments required by Minn. Stat. § 279.37 shall resume until a Judgment is satisfied. The terms of a confirmed plan will supersede any confession of judgment.
7. **Payment of Post-Petition Property Taxes.**
  - a. **No Administrative Expense Claims Need Be Filed.**  
The County need not file administrative expense claims for any post-petition taxes not included in its Tax Claims

		<p>b. <b>Payment Directly to County Treasurer.</b> Post-petition property taxes shall be paid in full directly to the County Treasurer in the ordinary course of business on or before the statutory payment dates of May 15 and October 15 each year. To the extent that taxes payable post-petition are included in the County's Tax Claims and are paid timely in the manner of taxes paid in the ordinary course of business, those payments shall be applied to the Tax Claims.</p> <p>c. <b>Tax Petitions.</b> In the event that debtor files one or more petitions pursuant to Minn. Stat. § 278.01 to contest the property taxes owing on one or more properties included in the estate, the debtor shall be required to make timely payments in the amount required by Minn. Stat. § 278.03.</p> <p>8. <b>Failure to Make Payments.</b> Failure to make payments pursuant to the Plan, including both payments on Tax Claims and payments of property taxes that become payable post-petition, shall constitute an event of default under the Plan. In the event of a default, the full balance outstanding on Tax Claims shall be immediately due and payable. The County shall send notice of default to counsel for the Debtor/Reorganized Debtor via certified mail, and the Debtor shall have 30 days from the date of such notice to cure the default. In the event of failure to cure the default timely, the County shall be entitled to pursue collection of all amounts owed pursuant to applicable non-bankruptcy law without further recourse to the Bankruptcy Court and without further notice to the Debtor/Reorganized Debtor.</p> <p>9. <b>Recording Real Estate Documents.</b> Pursuant to 11 U.S.C. § 1146, the debtor may record real property documents without payment of a stamp tax or similar tax when the document to be recorded is an instrument of transfer or security, which memorializes a transaction made pursuant to this Plan. For purposes of clarification, "stamp tax" refers to the deed tax. At the time such document is presented for recording, the debtor shall present an order of the Bankruptcy Court in this proceeding authorizing the transaction which is the subject of the document to be recorded. Additionally, Minn. Stat. § 272.12 shall not preclude the recording of a document when the debtor presents an order of the Bankruptcy Court in this proceeding authorizing the transaction which is the subject of the document to be recorded.</p>
<p>Class 13 - Secured Claim of Lake Region Bank on 604 Lilac Drive, Golden Valley, MN; claim No. 4</p>	<p>Impaired</p>	<p>Lake Region Bank holds a second mortgage on real property referred to in class 2 above and the correction of the mortgage of Alerus will remain in first position and Lake Region Bank shall remain in second lien position.</p> <p>Lake Regions Bank filed claim number 4 which is treated as a fully secured claim secured by real property located at 604 Lilac Drive, Golden Valley, MN and a blanket mortgage on several other properties referenced in its mortgage. The allowed secured claim is for \$1,580,240.06. The allowed secured claim shall include post-petition interest and attorney's fees. The allowed claim shall be repaid as follows: \$8,300.00 shall be paid on or before December</p>

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		<p>23, 2015 according to the parties' adequate protection order. Commencing on January 23, 2016 the Debtor shall pay \$16,603.58 per month and on the 23<sup>rd</sup> of each month thereafter until the loan is paid in full. The modified loan is amortized over 180 months with interest at 5.125% fixed commencing on April 22, 2015. The payment is exclusive of insurance which the Debtor shall pay direct unless an escrow is established. The payment of \$16,603.58 consists of principal and interest in the amount of \$13,038.38 plus an escrow payment for real estate taxes in the amount of \$3,565.20 for a total of \$16,603.58. Except as amended or modified herein, all other terms of the Adequate Protection Agreement and the existing loan documents remain in full force and effect.</p>
<p>Class 14 - Secured Claim of Ramsey County Tax Collector on 962 University Ave, St. Paul, MN; Claim No. 9.</p>	<p>Impaired</p>	<p><b>Secured Ad Valorem Property Tax Claims</b></p> <p>The Debtor intends to pay the secured tax claim in full from the sale of the real property located 962 University Avenue W, St. Paul, MN. US Bank National Association holds a first mortgage and Lake Region Bank holds a second mortgage on the subject property. Lake Region Bank has agreed for the tax claim to be paid after the payment of closing costs and the satisfaction of the first mortgage. To the extent the claim exceeds available funds, the tax claim may be satisfied from the liquidation of other personal property or will be paid as follows: the claim will be adjusted and the balance paid at 10% interest with payments amortized over 60 months. Payments shall commence on September 15, 2016. If for any reason, the sale of 962 University Avenue W. St. Paul, MN does not occur the tax claim will be paid as set forth below.</p> <p>This section shall govern the ad valorem property tax claims "Tax Claims" filed by Ramsey County "County" for taxes owing on properties owned by the debtor. Tax Claims are secured by a lien on real property and are not personal liabilities of the debtor. <i>See</i> Minn. Stat. § 272.31. Tax Claims include all property taxes secured by liens that had attached as of the petition date, all interest and penalty that had accrued as of the petition date, and any special assessments certified to the County for inclusion on a property tax bill as of the petition date (collectively, "Pre-petition Taxes").</p> <ol style="list-style-type: none"> <li>1. <b>Liens Preserved.</b> All property tax liens that attached to property of the estate prior to the petition date are preserved until the Pre-Petition Taxes are paid in full. Property tax liens shall attach post-petition to real properties by operation of Minnesota law.</li> <li>2. <b>Interest on Tax Claims.</b> To the extent the County's Tax Claims are over-secured, those Tax Claims shall be entitled to interest at the state statutory rate for delinquent taxes. 11 U.S.C. §§ 506(b), 511, and 1129. Interest shall accrue on any part of the Tax Claims that are delinquent or become delinquent at the rate and in the method prescribed by Minn. Stat. § 279.03.</li> <li>3. <b>Penalties on Tax Claims.</b> Notwithstanding Minn. Stat. § 279.01, no penalties shall accrue or be charged post-petition on unpaid pre-petition property taxes.</li> <li>4. <b>Payment of Tax Claims.</b> Tax Claims shall be paid in equal monthly cash installments due on the first of each month. Payments shall commence immediately after the effective date of</li> </ol>

the confirmation order. Such payments shall be calculated to result in payment in full of the tax claims with all applicable and accrued interest no later than the fifth anniversary of the petition date. These payments shall include interest from the petition date through the Effective Date and from the Effective Date through the date of payment in full at the applicable state statutory rate. Payments shall be directed to the Ramsey County Taxpayer Services at the following address:

Ramsey County Taxpayer Services  
P. O. Box 64097  
St. Paul, MN 55164-0097

Ramsey County Property Records and Revenue filed claim no. 9 in the amount of \$40,213.19 which shall be repaid at the rate of \$1,152.78 per month with interest of 10% commencing on the petition date of April 22, 2015 with the first payment being due and payable on September 15, 2016 and the final payment being due and payable on July 15, 2020.

**5. Application of Tax Claim Payments.** Ramsey County shall apply Tax Claim payments in the manner provided by Minnesota Statutes and in its ordinary course of business.

**10. Confessions of Judgment.** Debtor has executed one or more Confessions of Judgment "Judgment" for delinquent taxes pursuant to Minn. Stat. § 279.37, for which payments must be made annually. These Judgments may not be altered except by order of the Hennepin County District Court in which the Judgments are filed. Judgment balances are included in the County's Tax Claims, and the payments required by Minn. Stat. § 279.37 will be satisfied through timely payment of Tax Claims pursuant to this section [OR: annual payment must be made pursuant to the terms of the Judgment]. After a Judgment is satisfied, the County will file a Satisfaction of Judgment with the district court. In the event this Chapter 11 proceeding is closed or dismissed before satisfaction of a Judgment, the payments required by Minn. Stat. § 279.37 shall resume until a Judgment is satisfied. The terms of a confirmed plan will supersede any confession of judgment.

**6. Payment of Post-Petition Property Taxes.**

- a. **No Administrative Expense Claims Need Be Filed.**  
The County need not file administrative expense claims for any post-petition taxes not included in its Tax Claims
- b. **Payment Directly to County Treasurer.** Post-petition property taxes shall be paid in full directly to the County Treasurer in the ordinary course of business on or before the statutory payment dates of May 15 and October 15 each year. To the extent that taxes payable post-petition are included in the County's Tax Claims and are paid timely in the manner of taxes paid in the ordinary course of business, those payments shall be applied to the Tax Claims.

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		<p>c. <b>Tax Petitions.</b> In the event that debtor files one or more petitions pursuant to Minn. Stat. § 278.01 to contest the property taxes owing on one or more properties included in the estate, the debtor shall be required to make timely payments in the amount required by Minn. Stat. § 278.03.</p> <p>7. <b>Failure to Make Payments.</b> Failure to make payments pursuant to the Plan, including both payments on Tax Claims and payments of property taxes that become payable post-petition, shall constitute an event of default under the Plan. In the event of a default, the full balance outstanding on Tax Claims shall be immediately due and payable. The County shall send notice of default to counsel for the Debtor/Reorganized Debtor via certified mail, and the Debtor shall have 30 days from the date of such notice to cure the default. In the event of failure to cure the default timely, the County shall be entitled to pursue collection of all amounts owed pursuant to applicable nonbankruptcy law without further recourse to the Bankruptcy Court and without further notice to the Debtor/Reorganized Debtor.</p> <p>8. <b>Recording Real Estate Documents.</b> Pursuant to 11 U.S.C. § 1146, the debtor may record real property documents without payment of a stamp tax or similar tax when the document to be recorded is an instrument of transfer or security, which memorializes a transaction made pursuant to this Plan. For purposes of clarification, "stamp tax" refers to the deed tax. At the time such document is presented for recording, the debtor shall present an order of the Bankruptcy Court in this proceeding authorizing the transaction which is the subject of the document to be recorded. Additionally, Minn. Stat. § 272.12 shall not preclude the recording of a document when the debtor presents an order of the Bankruptcy Court in this proceeding authorizing the transaction which is the subject of the document to be recorded.</p> <p>9. The Debtor has filed a Motion to Sell the real property subject to this motion and if granted and the sale is closed, the full amount due the Class 14 creditor will be paid in full from the proceeds of the sale.</p>
Class 15 - Secured Claim of Seterus fka JP Morgan Chase on 5708 Hwy 98 Bus E, Panama City, FL; claim No. 18	Unimpaired	The allowed secured claim of Seterus, Claim No. 18, shall remain unimpaired and shall be paid according to the terms of the note and mortgage.
Class 16 - Secured Tax Claim of the Hennepin county Tax Collector; Claim No. 8 on 604 Lilac Drive, Golden Valley, MN.	Impaired	<p><b>Secured Ad Valorem Property Tax Claims</b></p> <p>The Debtor intends to pay the secured tax claim in full from the sale of the real property located 962 University Avenue W, St. Paul, MN. US Bank National Association holds a first mortgage and Lake Region Bank holds a second mortgage on the subject property. Lake Region Bank has agreed for the tax claim to be paid after the payment of closing costs and the satisfaction of the first mortgage. To the extent the claim exceeds available funds, the tax claim may be satisfied from the liquidation of other personal property or will be paid as follows: the claim will be adjusted and the balance paid at 10%</p>

interest with payments amortized over 60 months. Payments shall commence on September 15, 2016. If for any reason, the sale of 962 University Avenue W. St. Paul, MN does not occur the tax claim will be paid as set forth below.

This section shall govern the ad valorem property tax claims "Tax Claims" filed by Hennepin County "County" for taxes owing on properties owned by the debtor in Claim No. 8 in the amount of \$158,866.75 will be repaid at 10% fixed simple interest calculated from April 22, 2015. Hennepin County Tax Collector shall be repaid at the rate of \$4,554.20 per month with interest of 10% commencing on the petition date of April 22, 2015. The first payment shall be due on September 15, 2016 with the final payment being due and payable on July 15, 2020.

Tax Claims are secured by a lien on real property and are not personal liabilities of the debtor. See Minn. Stat. § 272.31. Tax Claims include all property taxes secured by liens that had attached as of the petition date, all interest and penalty that had accrued as of the petition date, and any special assessments certified to the County for inclusion on a property tax bill as of the petition date (collectively, "Pre-petition Taxes").

1. **Liens Preserved.** All property tax liens that attached to property of the estate prior to the petition date are preserved until the Pre-Petition Taxes are paid in full. Property tax liens shall attach post-petition to real properties by operation of Minnesota law.
2. **Interest on Tax Claims.** To the extent the County's Tax Claims are over-secured, those Tax Claims shall be entitled to interest at the state statutory rate for delinquent taxes. 11 U.S.C. §§ 506(b), 511, and 1129. Interest shall accrue on any part of the Tax Claims that are delinquent or become delinquent at the rate and in the method prescribed by Minn. Stat. § 279.03.
3. **Penalties on Tax Claims.** Notwithstanding Minn. Stat. § 279.01, no penalties shall accrue or be charged post-petition on unpaid pre-petition property taxes.
4. **Payment of Tax Claims.** Tax Claims shall be paid in equal monthly cash installments due on the first of each month. Payments shall commence immediately after entry of the confirmation order. Such payments shall be calculated to result in payment in full of the tax claims with all applicable and accrued interest no later than the fifth anniversary of the petition date. These payments shall include interest from the petition date through the Effective Date and from the Effective Date through the date of payment in full at the applicable state statutory rate. Payments shall be directed to the Hennepin County Treasurer at the following address:

Hennepin County Treasurer  
 Attn: Vicci Lee  
 A-600 Government Center  
 300 S Sixth Street  
 Minneapolis, MN 55487-0060

5. **Application of Tax Claim Payments.** Hennepin County shall apply Tax Claim payments in the manner provided by Minnesota Statutes and in its ordinary course of business.
6. **Confessions of Judgment.** Debtor has executed one or more Confessions of Judgment "Judgment" for delinquent taxes pursuant to Minn. Stat. § 279.37, for which payments must be made annually. These Judgments may not be altered except by order of the Hennepin County District Court in which the Judgments are filed. Judgment balances are included in the County's Tax Claims, and the payments required by Minn. Stat. § 279.37 will be satisfied through timely payment of Tax Claims pursuant to this section [OR: annual payment must be made pursuant to the terms of the Judgment]. After a Judgment is satisfied, the County will file a Satisfaction of Judgment with the district court. In the event this Chapter 11 proceeding is closed or dismissed before satisfaction of a Judgment, the payments required by Minn. Stat. § 279.37 shall resume until a Judgment is satisfied. The terms of a confirmed plan will supersede any confession of judgment.
7. **Payment of Post-Petition Property Taxes.**
- a. **No Administrative Expense Claims Need Be Filed.** The County need not file administrative expense claims for any post-petition taxes not included in its Tax Claims
  - b. **Payment Directly to County Treasurer.** Post-petition property taxes shall be paid in full directly to the County Treasurer in the ordinary course of business on or before the statutory payment dates of May 15 and October 15 each year. To the extent that taxes payable post-petition are included in the County's Tax Claims and are paid timely in the manner of taxes paid in the ordinary course of business, those payments shall be applied to the Tax Claims.
  - c. **Tax Petitions.** In the event that debtor files one or more petitions pursuant to Minn. Stat. § 278.01 to contest the property taxes owing on one or more properties included in the estate, the debtor shall be required to make timely payments in the amount required by Minn. Stat. § 278.03.
8. **Failure to Make Payments.** Failure to make payments pursuant to the Plan, including both payments on Tax Claims and payments of property taxes that become payable post-petition, shall constitute an event of default under the Plan. In the event of a default, the full balance outstanding on Tax Claims shall be immediately due and payable. The County shall send notice of default to counsel for the Debtor/Reorganized Debtor via certified mail, and the Debtor shall have 30 days from the date of such notice to cure the default. In the event of failure to cure the default timely, the County shall be entitled to pursue collection of all amounts owed pursuant to applicable non-bankruptcy law

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		<p>without further recourse to the Bankruptcy Court and without further notice to the Debtor/Reorganized Debtor.</p> <p>9. <b>Recording Real Estate Documents.</b> Pursuant to 11 U.S.C. § 1146, the debtor may record real property documents without payment of a stamp tax or similar tax when the document to be recorded is an instrument of transfer or security, which memorializes a transaction made pursuant to this Plan. For purposes of clarification, "stamp tax" refers to the deed tax. At the time such document is presented for recording, the debtor shall present an order of the Bankruptcy Court in this proceeding authorizing the transaction which is the subject of the document to be recorded. Additionally, Minn. Stat. § 272.12 shall not preclude the recording of a document when the debtor presents an order of the Bankruptcy Court in this proceeding authorizing the transaction which is the subject of the document to be recorded.</p>
<p>Class 17 - Secured Claim of US Bank on 962 University Ave, St. Paul, MN; Claim No. 10</p>	<p>Impaired</p>	<p>U.S. Bank filed claim number 10 which is treated as a fully secured claim secured by real property located at 962 University Avenue, St. Paul, Minnesota. The allowed secured claim is \$109,594.73, which includes unpaid principal and post-petition interest and other fees and charges due under the applicable loan documents (the "U.S. Bank Loan Documents") as of March 10, 2016. The allowed claim shall be paid in 83 installments of \$916.17 each, beginning on April 15, 2016, and on the 15<sup>th</sup> day of each consecutive month thereafter, plus a final payment equal to all unpaid principal, accrued interest and other fees and charges payable under the U.S. Bank Loan Documents on March 15, 2023. As of March 10, 2016 interest is accruing and will continue to accrue on the unpaid principal portion of the allowed claim at an annual rate of 3.95%. Upon confirmation of the Plan, without further action of the Debtor or U.S. Bank, the Debtor shall be deemed to have ratified and confirmed the terms and conditions of the U.S. Bank Loan Documents, which shall remain in full force and effect except as expressly provided in this paragraph. The payment is exclusive of taxes and insurance which the Debtor shall pay direct unless an escrow is established.</p> <p>The Debtor has filed a Motion to Sell the real property subject to this motion and if granted and the sale is closed, the full amount due the Class 17 creditor will be paid in full from the proceeds of the sale.</p>
<p>Class 18 - Secured Claim of Whitney Bank on 5746 Hwy 98 Bus Hwy E, Panama City, FL; claim no. 24</p>	<p>Impaired</p>	<p>Whitney Bank, formerly known as Hancock Bank filed claim number 24 which is treated as a fully allowed secured claim. The allowed secured claim in the amount of \$554,331.70 is secured by real property located at 5746 Hwy 98 Bus Hwy E, Panama City, FL or more specifically described in the final judgment entered in the Northern District of Florida against the Debtor and Smuggler's Cove Development, LLC in Case No. 5:14-cv-165-RS-EMT and attached to Whitney Bank's proof of claim number 24. Commencing on May 23, 2016 the Debtor shall pay payments over 7 years in the amount of \$8,165.00 per month with last payment being \$8,165.00 plus any remaining interest, late fees or costs. The allowed secured claim in the amount of \$554,331.70 is amortized over 84 months with interest at 6.25%. The payment is exclusive of taxes and insurance which the Debtor shall pay direct unless an escrow is established</p> <p>As additional consideration for Whitney Bank to support the Plan of reorganization, the Debtor agrees:</p>



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		<ol style="list-style-type: none"> <li>1. Smuggler's Cove Development, LLC will guarantee the indebtedness due under the plan and judgment.</li> <li>2. Smuggler's Cove Development, LLC will have a separate forbearance agreement with Whitney Bank in which Whitney Bank will agree to forbear from exercising its rights under judgment provided plan payments are timely met.</li> <li>3. The forbearance agreement will have a probationary period of 6 months where every payment must be made on time or Whitney abnk can immediately exercise its right sunder the judgment.</li> <li>4. Whitney Bank reserves any and all rights under the judgment.</li> <li>5. The appeal of the judgment with the 11th Circuit will be dismissed with prejudice and the adversary in the bankruptcy will be dismissed with prejudice upon entry of the Order Confirming Plan</li> </ol>
Class 19- RP Capital; Claim No. 15	Impaired	RP Capital filed claim number 15 which is treated as a fully secured claim which is being treated as fully secured claim according to the parties' stipulation and Adequate Protection Order filed October 15, 2015, Docket No. 111. The allowed secured claim is for \$338,118.00. The allowed secured claim shall include post-petition interest and attorney's fees. The allowed claim shall be repaid as follows: Commencing on October 1, 2015 the Debtor shall pay \$5,583.86 per month and on the 1 <sup>st</sup> of each month thereafter until the loan is paid in full. The final payment of all outstanding principal and interest shall be paid at the end of 76 months. The modified loan is amortized over 76 months with interest at 7% commencing on April 22, 2015. The final payment due February 1, 2022 shall be \$7,315.11. Unless otherwise stated in the Plan, the terms and conditions of the pre-petition loan documents executed by the Debtor remain in full force and effect.
Class 20- United States of America, Internal Revenue Service; Priority Portion of Claim No. 5.	Unimpaired	The United States of America, Internal Revenue Service, amended Claim No. 5 to reflect \$0.00 due.
Class 21 – General Unsecured Creditors less than \$2,000.00	Unimpaired	Unsecured creditors with claims less than \$2,000.00 shall be paid in full for administrative convenience within thirty (30) days after the effective date of the Plan.
Class 22 - General Unsecured Creditors with claims in excess of \$2,000.00.	Impaired	Unsecured creditors with claims in excess of \$2,000.00 that are not personally guaranteed shall be paid according to the attached payment schedule.
Class 23 – General Unsecured Creditors with Personal Guarantees.	Unimpaired	Class 23 consists of Claims 2 and 3 by Lake Region Bank for personal guarantees on corporate debts of Stand-up Multi-positional Advantage MRI, PA. These loans shall remain unimpaired and are being paid by the corporation. Except as amended or modified herein, all other terms of the Adequate Protection Agreement and the existing loan documents remain in full force and effect.

**ARTICLE V**  
**ALLOWANCE AND DISALLOWANCE OF CLAIMS**

5.01 **Disputed Claim.** A disputed claim is a claim that has not been allowed or disallowed [by a final non-appealable order], and as to which either: (i) a proof of claim has been filed or deemed filed, and the Debtor or another party in interest has filed an objection; or (ii) no proof of claim has been filed, and the Debtor has scheduled such claim as disputed, contingent, or unliquidated.

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5.02 Delay of Distribution on a Disputed Claim. No distribution will be made on account of a disputed claim unless such claim is allowed by a final non-appealable order.

5.03 Settlement of Disputed Claims. The Debtor will have the power and authority to settle and compromise a disputed claim with court approval and compliance with Rule 9019 of the Federal Rules of Bankruptcy Procedure.

**ARTICLE VI**  
**PROVISIONS FOR EXECUTORY CONTRACTS AND UNEXPIRED LEASES**

6.01 Assumed Executory Contracts and Unexpired Leases.

(a) The Debtor assumes the following executory contracts and/or unexpired leases effective upon the [Insert "effective date of this Plan as provided in Article VII," "the date of the entry of the order confirming this Plan," or other applicable date]:

Name of Other Parties to Lease or Contract	Description of Contract or Lease

(b) The Debtor will be conclusively deemed to have rejected all executory contracts and/or unexpired leases not expressly assumed under section 6.01(a) above, or before the date of the order confirming this Plan, upon the [Insert "effective date of this Plan," "the date of the entry of the order confirming this Plan," or other applicable date]. A proof of a claim arising from the rejection of an executory contract or unexpired lease under this section must be filed no later than thirty (30) days after the date of the order confirming this Plan.

**ARTICLE VII**  
**MEANS FOR IMPLEMENTATION OF THE PLAN**

The Debtors' Plan will be funded from operations of the Debtor and future income from Stand-up Multi-positional Advantage MRI, PA stockholder distributions.

The Debtor advises that the receivables for Stand-up Multi-positional Advantage MRI, P.A. are increasing and with anticipated stockholder distributions, the Debtor will be able to make all payments provided for under the Plan. Additionally, the Debtor is awaiting an income tax refund of approximately \$18,000.00. He also has a pending BP claim which is in final settlement stages with an anticipated receivable of approximately \$40,000.00 conservatively. The PA also has pending cases with Farmers Insurance, Allstate Insurance, and American Family Insurance. The American Family Insurance case is set for final arguments on appeal on January 27, 2016, and there are damages which have been awarded of approximately \$26,000.00 which American Family has escrowed with the lower Court as a supersedeas bond pending appeal. The precedential effect of the ruling, if upheld, will result in the potential payment of millions of dollars for medical services which were inappropriately paid to patient attorneys and not to the medical provider as required by the patient's assignment of benefits claim forms which were timely provided to the insurance carriers and perfected by UCC liens.

The Debtor will deposit the net proceeds from the sale of the real property located at 962 University Drive in the Debtor in possession account. From these funds the Debtor will pay arrearage claims provided for as lump sum payment under the Plan and will pay allowed costs and attorney's fees of Debtor's counsel. The Debtor may then use funds, as available, to retire real property post-petition tax obligations and then pre-petition real property obligations due under the Plan in order to increase available monthly cash flow.

On a worst case scenario, in the event of a cash flow short fall, post confirmation, the Debtor will liquidate sufficient non-exempt personal property to insure plan payments are timely made.

**ARTICLE VIII  
GENERAL PROVISIONS**

8.01 Definitions and Rules of Construction. The definitions and rules of construction set forth in §§ 101 and 102 of the Code shall apply when terms defined or construed in the Code are used in this Plan, and they are supplemented by the following definitions: [Insert additional definitions if necessary].

8.02 Effective Date of Plan. The effective date of this Plan is the first business day following the date that is fourteen days after the entry of the order of confirmation. If, however, a stay of the confirmation order is in effect on that date, the effective date will be the first business day after the date on which the stay of the confirmation order expires or is otherwise terminated.

8.03 Severability. If any provision in this Plan is determined to be unenforceable, the determination will in no way limit or affect the enforceability and operative effect of any other provision of this Plan.

8.04 Binding Effect. The rights and obligations of any entity named or referred to in this Plan will be binding upon, and will inure to the benefit of the successors or assigns of such entity.

8.05 Captions. The headings contained in this Plan are for convenience of reference only and do not affect the meaning or interpretation of this Plan.

8.06 Controlling Effect. Unless a rule of law or procedure is supplied by federal law (including the Code or the Federal Rules of Bankruptcy Procedure), the laws of the State of Florida govern this Plan and any agreements, documents, and instruments executed in connection with this Plan, except as otherwise provided in this Plan.

**ARTICLE IX  
DISCHARGE**

9.01 Discharge. Confirmation of this Plan does not discharge any debt provided for in this Plan until the court grants a discharge on completion of all payments under this Plan, or as otherwise provided in § 1141(d)(5) of the Code. The Debtor will not be discharged from any debt excepted from discharge under § 523 of the Code, except as provided in Rule 4007(c) of the Federal Rules of Bankruptcy Procedure.

**ARTICLE X  
OTHER PROVISIONS**

Reserved.

Respectfully submitted,

By: Wayne Earl Dahl  
Wayne Earl Dahl

By: Charles M. Wynn  
Charles M. Wynn

Attorney for the Plan Proponent  
CHARLES M. WYNN, ESQ.  
CHARLES M. WYNN LAW OFFICES, PA  
P.O. Box 146  
Marianna, FL 32447  
850-526-3520  
FL Bar #0241695  
[court@wvnnlaw-fl.com](mailto:court@wvnnlaw-fl.com)

Wayne Dahl - proposed payment schedule

Class	Claim	Creditor	Collateral	Amount Owed	Paying	Interest	Term	Monthly Payment
2	16	Alertus	7699 Viron Road	\$ 195,858.25	\$ 195,858.25	7.000%	15 years	\$ 1,792.45
3	1	Ameris	5612 Hwy 98 Bus E	\$ 338,995.91	\$ 338,995.91	6.250%	15 years	\$ 3,018.40
4		Anoka County Tax Collector	no claim	\$ 77,624.39	\$ 77,624.39	10.000%	48 months	\$ 2,225.24
5		Bay County Tax Collector	no claim	\$ 15,262.17	\$ 15,262.17	18.000%	60 months	\$ 482.79
6	19	Chase Mortgage	Duplex at 5710 Hwy 98 Bus E 604 North Lilac and 7699 NE Viron Road	\$ 238,408.22	\$ 238,408.22	4.375%	30 years	\$ 1,256.01
7		Farmers State Bank	unknown					
8	23	First National Bank - 1st Mortgage	810 Lilac Drive	\$ 766,949.91	\$ 200,000.00	0.000%	60 months	\$ 3,333.34
9		First National Bank - 2nd Mortgage	filed 1 claim for both mortgages					
10	17	Green Tree Servicing - First Option Mortgage	177 Harman Circle	\$ 224,846.98	\$ 224,846.98	2.875%	30 years	\$ 949.98
11	7	Hennepin County Tax Collector	Parcel ID given (no address)	\$ 842.86	\$ 842.86		to be paid in full within 60 days of conl	
12	6	Hennepin County Tax Collector	810 Lilac Drive	\$ 58,903.12			surrendered property	
13	4	Lake Region Bank	604 Lilac Drive	\$ 1,580,240.06	\$ 1,580,240.06	7.250%	15 years	\$ 16,603.58
14	9	Ramsey County Tax Collector	962 University Drive	\$ 40,213.19	\$ 40,213.19	10.000%	48 months	\$ 1,152.78
15	18	Seterus fka JP Morgan Chase	5708 Hwy 98 Bus E	\$ 271,055.66	\$ 271,055.66	4.375%		\$ 1,303.48
16	8	Hennepin County Tax Collector	604 Lilac Drive	\$ 158,866.75	\$ 158,866.75	10.000%	48 months	\$ 4,554.20
17	10	US Bank	962 University Drive	\$ 119,962.91	\$ 119,962.91	3.950%	15 years	\$ 916.17
18	24	Whitney Bank	5746 Hwy 98 Bus E	\$ 507,103.86	\$ 507,103.86	6.250%	7 years	\$ 8,165.00
19	15	RP Capital	MRI Machine and Ford Van	\$ 338,118.00	\$ 338,118.00	7.000%	76 months	\$ 5,583.86
20	5	IRS - Amended 5/3/16	2012 income taxes	\$	\$	3.000%	48 months	\$
TOTAL				\$ 4,933,252.24				\$ 51,337.28
21	Unsecured Creditors < \$2,000.00 to be paid in full upon confirmation							
	20	American Express		\$ 76.85				
	21	Bellsouth		\$ 502.64				
		Amex (3873)		\$ 9.00				
		Credit One Bank NA		\$ 10.00				
		US Bank (1981)		\$ 56.00				
22	Unsecured Creditors > \$2,000.00, personal guarantees							
		2 Lake Region Bank (7627)		\$ 199,262.47	paid by SUMA			
		3 Lake Region Bank (7627)		\$ 80,849.16	paid by SUMA			
23	Unsecured creditors > \$2,000.00							
	22	US Bank		\$ 12,306.22	6% over 5 years with a payment of \$237.91			

Wayne Dahl - proposed payment schedule - from property sale

Class	Claim	Creditor	Collateral	Amount Owed	Paying	Interest	Term	Monthly Payment
2	16	Alerus	7699 Viron Road	\$ 195,858.25	\$ 195,858.25	7.000%	15 years	\$ 1,792.45
3	1	Ameris	5612 Hwy 98 Bus E	\$ 338,995.91	\$ 338,995.91	6.250%	15 years	\$ 3,018.40
4		Anoka County Tax Collector	no claim	\$ 77,624.39	to be paid in full from sale of real property			
5		Bay County Tax Collector	no claim	\$ 15,262.17	to be paid in full from sale of real property			
6	19	Chase Mortgage	Duplex at 5710 Hwy 98 Bus E 604 North Liac and 7699 NE Viron Road	\$ 238,408.22	\$ 238,408.22	4.375%	30 years	\$ 1,256.01
7		Farmers State Bank	Viron Road	unknown				
8	23	First National Bank - 1st Mortgage	810 Liac Drive	\$ 766,949.91	\$ 200,000.00	0.000%	60 months	\$ 3,333.34
9		First National Bank - 2nd Mortgage	filed 1 claim for both mortgages	\$ -				
10	17	Green Tree Servicing - First Option Mortgage	177 Hairman Circle	\$ 224,846.98	\$ 224,846.98			
11	7	Hennepin County Tax Collector	Parcel ID given (no address)	\$ 842.86	to be paid in full within 60 days of confirmation	2.875%	30 years	\$ 949.98
12	6	Hennepin County Tax Collector	810 Liac Drive	\$ 58,903.12	\$ -		surrendered property	
13	4	Lake Region Bank	604 Liac Drive	\$ 1,580,240.06	\$ 1,580,240.06	7.250%	15 years	\$ 16,603.58
14	9	Ramsey County Tax Collector	962 University Drive	\$ 40,213.19	to be paid in full from sale of real property			
15	18	Seterus fka JP Morgan Chase	5708 Hwy 98 Bus E	\$ 271,055.66	\$ 271,055.66	4.375%		\$ 1,303.48
16	8	Hennepin County Tax Collector	604 Liac Drive	\$ 158,866.75	to be paid in full from sale of real property			
17	10	US Bank	962 University Drive	\$ 119,962.91	to be paid in full from sale of real property			
18	24	Whitney Bank	5746 Hwy 98 Bus E	\$ 507,103.86	\$ 507,103.86	6.250%	7 years	\$ 8,165.00
19	15	RP Capital	MRI Machine and Ford Van	\$ 338,118.00	\$ 338,118.00	7.000%	76 months	\$ 5,583.86
20	5	IRS - Amended 5/3/16	2012 income taxes	\$ -	\$ -	3.000%	48 months	\$ -
<b>TOTAL</b>				<b>\$ 4,933,252.24</b>				<b>\$ 42,488.89</b>
21		<b>Unsecured Creditors &lt; \$2,000.00 to be paid in full upon confirmation</b>						
	20	American Express		\$ 76.85				
	21	BellSouth		\$ 502.64				
		Amex (3873)		\$ 9.00				
		Credit One Bank NA		\$ 10.00				
		US Bank (1981)		\$ 56.00				
22		<b>Unsecured Creditors &gt; \$2,000.00 personal guarantee</b>						
	2	Lake Region Bank (7627)		\$ 199,262.47	paid by SUMA			
	3	Lake Region Bank (7627)		\$ 80,849.16	paid by SUMA			
23		<b>Unsecured creditors &gt; \$2,000.00</b>						
	22	US Bank		\$ 12,306.22	6% over 5 years with a payment of \$237.91			

UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF FLORIDA  
PANAMA CITY DIVISION

IN RE: WAYNE EARL DAHL  
Debtor.

CHAPTER 11  
CASE NO.: 15-50144

**EXHIBIT B - IDENTITY AND VALUE OF MATERIAL ASSETS OF DEBTOR**

Asset	Value
Duplex located at 5710 Hwy 98 Bus E, Panama City, FL	201,684.00
Real Property located at 5700 Tyndall Pkwy S, Panama City, FL	65,740.00
Real Property located at 5746 Hwy 98 Bus E, Panama City, FL	142,150.00
Duplex located at 5708 Hwy 98 Bus E, Panama City, FL – HOMESTEAD	215,499.00
Real Property located at 5612 Hwy 98 Bus E, Panama City, FL	502,834.00
Real Property located at 962 University Ave, St. Paul, MN	630,000.00
Real Property located at 177 Hartman Cir, NE, Fridley, MN	343,400.00
Real Property located at 810 Lilac Drive N, Golden Valley, MN	435,000.00
Real Property located at 604 Lilac Drive N, Golden Valley, MN	1,013,000.00
Real Property located at 7699 Viron Road, NE, Fridley, MN	895,000.00
40' boat slip located in Prescott Wisconsin	100,000.00
2 underwater land leases with the State of Florida	Unknown
Wells Fargo checking acct. # ending 7066	0.00
Household goods in Florida appraised by Mallory Appraisals	3,113.00
Household goods in Minnesota	21,945.00
Stock in Stand Up Mid America MRI PA	5,000,000.00
Stock in Spine Care Specialists	Unknown
Stock in Smugglers Cove	Unknown
Stock in Golden Valley Office Center	Unknown
Stock In Gulf Valley Oaks RV Park	Unknown
Contingent Claim – regarding ownership of stock with Alerus Bank	Unknown
Possible BP CLAIM	40,000.00
1974 E Type V-12 Jaguar - does not run - value obtained from Mallory Appraisals	4,500.00
1926 Classic Ford pickup - not in running condition - value obtained from Mallory Appraisals	5,500.00
1972 Ford Ranchero GT - does not run - value obtained from Mallory Appraisals	150.00
1948 white truck - make and model unknown MN title #P2130W009	Unknown
2005 Jaguar XT3 - MN title #K3130Q835 - value obtained from Kelley Blue Book	4,975.00
1976 Jensen CV - MN title #C2160W425 - value obtained from Hagerty.com	35,905.00

1948 Jaguar - value obtained from Hagerty.com	35,564.00
1970 Opel GT - value obtained from Hagerty.com	4,280.00
1955 Mercedes-Benz 190SL - debtor has possession of vehicle but no title	120,210.00
1975 Triumph motorcycle - value obtained from NADA	4,010.00
1984 RECO RS motorcycle - custom built - value obtained from debtor	5,000.00
1983 Delorean DMC-12 2S	15,000.00
1956 Ford - debtor advises vehicle was destroyed by fire in 2007 - no insurance monies received	0.00
1940 Chevrolet K series truck	Unknown
1955 MG Roadster - debtor advises vehicle was destroyed by fire in 2007 - no insurance monies received	0.00
1966 Austin Healey - debtor advises vehicle was destroyed by fire in 2007 - no insurance monies received	0.00
1981 38' Longwood travel trailer - value obtained from debtor	1,500.00
1991 Polaris 650 RCL snowmobile	Unknown
1990 Polaris 500 Indy snowmobile	Unknown
1990 Kawasaki JF650 jetski - value obtained from NADA	750.00
1962 Chrysler 300 burned in 2007 and no insurance.	0.00
1990 60' Catamaran - value obtained from Mallory Appraisals	25,000.00
1947 house boat - needs to be disassembled and removed from property - value obtained from Mallory Appraisals (National Vessel Cert of Documentation #252551) - Vessel Name "Do All"	0.00
1968 46' Cris-Craft Roamer - value obtained from Mallory Appraisals	19,000.00
38' aluminum boat - official number 960850 - year unknown - name of vessel "XT C-Dahl" - value obtained from debtor	2,000.00
19' Florida Homemade Boats vessel with inboard engine - year unknown - FL title #100644539 - value obtained from debtor	10,000.00
1991 Kawasaki Jetmate - MN registration #9667KX	Unknown
MRI machine located at 604 N. Lilac Drive, Golden Valley, MN	700,000.00
The value of the machine is contingent upon the sale of the business and the building as a going concern and not a liquidation value. The machine could be worth more if sold with the business.	
46 foot Boat slip #69 located in Miss Croix Yacht Harbor, Prescott Wisconsin - currently listed for sale - value based on current sales provided by Yacht Harbor Association	63,500.00
<b>TOTAL PERSONAL PROPERTY</b>	<b>\$6,122,049.00</b>
<b>VALUE OF REAL PROPERTY</b>	<b>\$4,544,307.00</b>
<b>TOTAL ASSET VALUE</b>	<b>\$10,666,356.00</b>

UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF FLORIDA  
PANAMA CITY DIVISION

IN RE: WAYNE EARL DAHL  
Debtor.

CHAPTER 11  
CASE NO.: 15-50144

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EXHIBIT C- PREPETITION FINANCIAL STATEMENTS

(to be taken from those filed with the Court)

**NONE**



UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF FLORIDA  
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Debtor.

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**EXHIBIT D**

<b>Month</b>	<b>Income</b>	<b>Expense</b>	<b>Balance</b>
Beginning Balance			5,872.77
April 22-30, 2015	13,113.81	17,296.96	1,689.62
May 2015	49,780.07	44,317.35	7,152.34
June 2015	41,978.21	47,384.44	1,746.11
July 2015	44,890.45	46,746.95	-110.39
August 2015	39,990.58	33,640.75	6,239.44
September 2015	39,431.65	39,586.77	6,084.32
October 2015	43,241.03	42,791.39	6,733.96
November 2015	63,144.99	40,857.98	29,020.97
December 2015	41,103.95	55,641.33	14,483.59
January 2016	58,139.27	60,097.58	12,525.28
February 2016	66,462.54	62,935.83	16,051.99
March 2016	77,745.55	72,714.61	21,082.93
<b>TOTAL</b>			21,082.93

**United States Bankruptcy Court  
Northern District of Florida**

In re Wayne Earl DahlCase No. 15-50144  
Chapter 11**Exhibit E****LIQUIDATION SUMMARY**

Description	Total Amount	Real Property	Personal Property
Total Property Value	10,666,358.00	4,544,307.00	6,122,049.00
Less:			
Schedule D. Secured Claims	3,808,992.29	2,964,621.44	844,370.85
Schedule C. Exemptions	1,000.00	0.00	1,000.00
<b>Interest in Nonexempt Property</b>	<b>6,856,363.71</b>	<b>1,579,685.56</b>	<b>5,276,678.15</b>
Less:			
Estimated Chapter 7 Admin Expenses	228,940.91		
Schedule E. Priority Claims	2,786.79		
<b>Available to General Unsecured</b>	<b>6,624,636.01</b>		
Total General Unsecured	1,481,778.29		
Percent Distribution	100%		

**Details:**

Unsecured from Schedule D	1,468,532.47	1,468,532.47	0.00
Unsecured from Schedule E	285.31		
Unsecured from Schedule F	12,960.51		
Estimated Chapter 7 Administrative Expenses:			
11§326 Trustee Compensation on \$6,856,363.71	228,940.91		
Add'l Trustee Cost as 0% of §326 Fee	0.00		
Additional Admin Expense	0.00		
Total Estimated Admin Expense	228,940.91		

UNITED STATES BANKRUPTCY COURT  
 NORTHERN DISTRICT OF FLORIDA  
 PANAMA CITY DIVISION

IN RE: WAYNE EARL DAHL  
 Debtors.

CHAPTER 11  
 CASE NO.: 15-50144

EXHIBIT F - CASH ON HAND

**Cash on hand as of March 31, 2016** 21,082.93 + \$31,874.16\* + \$26,000.00 = **\$78,957.09**

\* Additional cash Debtor will accumulate from net earnings between now and the effective date of the Plan. *This figure is calculated by taking the monthly disposable income and multiplying it by 2 for the time period between now and the effective date of the plan.*

\*\* Disbursements from Debtor's Business (SUMA, MRI to fund the plan) – 2 months – this is a minimum distribution

Less - All fees and costs associated with this bankruptcy case have been paid by a third party.

Amount of administrative expenses payable on effective date of Plan	___ 0.00 ___
Amount of statutory costs and charges	___ 0.00 ___
Amount of cure payments for executory contracts	___ 0.00 ___
Other Plan Payments due on effective date of the Plan ***	\$ 654.49 ___

\*\*\*This must be paid within 30 days of confirmation.

**Balance after paying these amounts**           \$78,302.60          

The sources of the cash Debtor will have on hand by the effective date of the Plan are estimated as follows:

<u>\$ 21,082.93</u>	Approximate amount of cash in Debtor's bank account as of January 4, 2016
<u>+ 57,874.16</u>	Additional cash Debtor will accumulate from monthly disposable income (2 months), business distributions (2 months) between now and the effective date of the Plan
<u>- 654.49</u>	Other Plan payments due on effective date of Plan
<u>+ 0.00</u>	Capital contributions
<u>+ 0.00</u>	Other ( <i>funds held in attorney's trust account to be applied to fees and costs upon court approval</i> )
<u>\$ 78,302.60</u>	<b>Total</b> [ <i>This number should match "cash on hand" figure noted above</i> ]

WAYNE EARL DAHL

# Exhibit G

## Projected Financial Information

<u>Payments to unsecured creditors*</u>	X	<u>Term of Payments</u>	=	<u>Total of payments*</u>
\$237.91	x	60 months	=	\$14,274.60
\$597.89	X	1 lump sum payment	=	\$597.89
		TOTAL		\$14,872.49

\*This pays all unsecured creditors in full.