UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF FLORIDA
ORLANDO DIVISION

In re: **CHAPTER 11**

AIDA'S PARADISE, LLC, **CASE NO.: 6:12-bk-000189-KSJ**

Debtor.
_____/

AMENDED DISCLOSURE STATEMENT PURSUANT TO 11 U.S.C. § 1125 FOR AIDA'S PARADISE, LLC

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January 25, 2013

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FOR AIDA'S PARADISE, LLC

I. INTRODUCTION AND SUMMARY

This Amended Disclosure Statement ("Disclosure Statement") is filed pursuant to the requirements of § 1125 of Title 11 of the United States Code (the "Code"). This Disclosure Statement is intended to provide adequate information to enable holders of claims in the above-captioned bankruptcy case ("Bankruptcy Case"), currently pending in the United States Bankruptcy Court for the Middle District of Florida, Orlando Division (the "Bankruptcy Court"), to make informed judgments about the Amended Plan of Reorganization (the "Plan") submitted by Aida's Paradise, LLC (hereafter referred to as the "Debtor"). The Debtor is soliciting votes to accept the Plan. The overall purpose of the Plan is to provide for the restructuring of the Debtor's liabilities in a manner designed to maximize recoveries to all stakeholders. The Debtor believes that the Plan provides the best means currently available for its emergence from Chapter 11 and the best recoveries possible for holders of claims and interests against the Debtor, and thus strongly recommends that you vote to accept the Plan.

THIS DISCLOSURE STATEMENT AND ITS RELATED DOCUMENTS ARE THE ONLY DOCUMENTS AUTHORIZED BY THE BANKRUPTCY COURT TO BE USED IN CONNECTION WITH THE SOLICITATION OF VOTES TO ACCEPT THE PLAN. THIS INTRODUCTION AND SUMMARY IS QUALIFIED IN ITS ENTIRETY BY THE REMAINING PORTIONS OF THIS DISCLOSURE STATEMENT, AND THIS DISCLOSURE STATEMENT IN TURN IS QUALIFIED, IN ITS ENTIRETY, BY THE PLAN. THE PLAN IS AN INTEGRAL PART OF THIS DISCLOSURE STATEMENT, AND ANY HOLDER OF ANY CLAIM OR INTEREST SHOULD READ AND CONSIDER THE PLAN CAREFULLY IN LIGHT OF THIS DISCLOSURE

STATEMENT IN MAKING AN INFORMED JUDGMENT ABOUT THE PLAN. IN THE EVENT OF ANY INCONSISTENCY BETWEEN THIS DISCLOSURE STATEMENT AND THE PLAN, THE PLAN CONTROLS. ALL CAPITALIZED TERMS USED IN THIS DISCLOSURE STATEMENT SHALL HAVE THE DEFINITIONS ASCRIBED TO THEM IN THE PLAN UNLESS OTHERWISE DEFINED HEREIN.

NO REPRESENTATION CONCERNING THE DEBTOR IS AUTHORIZED OTHER THAN AS SET FORTH HEREIN. ANY REPRESENTATIONS OR INDUCEMENTS MADE THAT ARE OTHER THAN AS CONTAINED HEREIN SHOULD NOT BE RELIED UPON IN ARRIVING AT A DECISION ABOUT THE PLAN.

THE INFORMATION CONTAINED HEREIN HAS NOT BEEN SUBJECT TO AUDIT. FOR THAT REASON, AS WELL AS THE COMPLEXITY OF THE DEBTOR'S BUSINESS AND FINANCIAL AFFAIRS, AND THE IMPOSSIBILITY OF MAKING ASSUMPTIONS, ESTIMATES, AND PROJECTIONS WITH COMPLETE ACCURACY, THE DEBTOR IS UNABLE TO WARRANT OR REPRESENT THAT THE INFORMATION CONTAINED HEREIN IS WITHOUT INACCURACY, ALTHOUGH EVERY REASONABLE EFFORT HAS BEEN MADE TO ENSURE THAT SUCH INFORMATION IS ACCURATE. THIS DISCLOSURE STATEMENT INCLUDES FORWARD LOOKING STATEMENTS BASED LARGELY ON THE DEBTOR'S CURRENT EXPECTATIONS AND PROJECTIONS ABOUT FUTURE EVENTS AND FINANCIAL TRENDS AND ARE SUBJECT TO A NUMBER OF RISKS, UNCERTAINTIES AND ASSUMPTIONS.

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

THE PLAN PROVIDES FOR INJUNCTIVE RELIEF TO PROTECT CERTAIN PERSONS WHO ARE PROVIDING CONSIDERATION AND MANAGEMENT SERVICES TO THE ESTATE AND REORGANIZED DEBTOR THAT ARE CRITICAL TO THE EXECUTION OF THE REORGANIZATION PLAN DETAILED HEREIN. THE PERSONS SO PROTECTED, AND THE SCOPE OF THE INJUNCTIONS, ARE DEFINED IN ARTICLE VIII OF THE PLAN AND ARTICLE V OF THIS DISCLOSURE STATEMENT. THE PERSONS SPECIFIED IN THESE PROVISIONS OF THE PLAN WILL NOT BE RELEASED FROM THE CLAIMS OF ANY CREDITOR OR PARTY IN INTEREST IN THIS BANKRUPTCY CASE.

AS TO CONTESTED MATTERS, ADVERSARY PROCEEDINGS, CAUSES OF ACTION, AND OTHER ACTIONS, THE DISCLOSURE STATEMENT

SHALL NOT CONSTITUTE OR BE CONSTRUED AS AN ADMISSION OF ANY FACT OR LIABILITY OR WAIVER, BUT RATHER AS A STATEMENT MADE IN SETTLEMENT NEGOTIATIONS.

As prescribed by the Code and the Federal Rules of Bankruptcy Procedure (the "Rules"), Claims asserted against, and equity Interests in, the Debtor are placed into Classes. The Plan contains a total of five (5) Classes of Claims as follows: one (1) Class of Allowed Secured Claims; one (1) Class of Allowed Secured Property Tax Claims; one (1) Classes of Allowed General Unsecured Claims; one (1) Class of Equitably Subordinated Claims; and one (1) Class of Interests. The classification of Claims and the treatment of each Class is discussed in detail below.

To the extent the legal, contractual, or equitable rights with respect to any Claim or Interest asserted against the Debtor are altered, modified, or changed by treatment proposed under the Plan, such Claim or Interest is considered "Impaired," and the holder of such Claim or Interest is entitled to vote in favor of or against the Plan. A Ballot for voting in favor of or against the Plan ("Ballot") will be mailed along with this Disclosure Statement.

THE VOTE OF EACH CREDITOR OR INTEREST HOLDER WITH AN IMPAIRED CLAIM OR INTEREST IS IMPORTANT. TO BE COUNTED, YOUR BALLOT MUST BE RECEIVED AT THE ADDRESS AND BY THE DATE SET FORTH IN THE BALLOT.

VOTING DEADLINE

The last day to vote to accept or reject the Plan is _____, 2013. All votes must be received by the voting agent by 5:00 p.m. (EST) on that day.

Upon receipt, the Ballots will be tabulated, and the results of the voting will be presented to the Court for its consideration. As described in greater detail in Section IV of this Disclosure Statement, the Code prescribes certain requirements for confirmation of a plan. The Court will schedule a hearing (the "Confirmation Hearing") to consider whether the Debtor has complied with

those requirements. The Code permits a court to confirm a plan even if all Impaired Classes have not voted in favor of a plan. Confirmation of a plan over the objection of a Class is sometimes called "cramdown." As described in greater detail in Section IV of this Disclosure Statement, the Debtor has expressly reserved the right to seek cramdown in the event all Impaired Classes do not vote in favor of the Plan.

II. DESCRIPTION OF DEBTOR'S BUSINESS

A. In General.

The Debtor's principals and only members, Dr. Adil and Dr. Aida Elias (husband and wife, respectively; the "Principals"), formed the Debtor in 1997 to hold and develop three separate parcels of real property located on International Drive in Orlando, Florida, with street addresses of 7500, 7460, and 7440 International Drive, respectively (all three parcels together, the "I-Drive Properties," and each an "I-Drive Property"). The I-Drive Properties have at all times been leased for different uses by separate tenants. Each of the I-Drive Properties are currently leased to separate tenants: Grey Jackson, LLC, which operates Volcano Island Mini Golf; Jennifer Donuts, Inc. d/b/a Dunkin Donuts/Baskin Robins; and CBS Outdoor, which owns and operates a billboard. The 7500 I-Drive Property, part of which is leased to CBS Outdoor, until somewhat recently was also leased to S.I. Restaurant (I-Drive), LLC ("Salt Island") for operation of a restaurant known as the Salt Island Chophouse and Fish Market (the restaurant building and premises are referred to as the "Restaurant"). The Principals manage the Debtor through their management company, Grace Management Services, LLC, a Florida limited liability company.

B. Events leading to Bankruptcy.

The Debtor's current financial trouble can be attributed directly to Salt Island's demise and the Debtor's subsequent inability to evict Salt Island and find a replacement tenant for the

Restaurant. Until July 2009, the Debtor's primary (70%) source of revenue and source of funds to make mortgage payments to TD Bank, N.A., f/k/a Mercantile Bank ("TD Bank"), the Debtor's primary secured creditor, was rental income from Salt Island. TD Bank played a major role in the Debtor's inability to evict Salt Island and its difficulties in finding a replacement tenant, first by thwarting the Debtor's eviction efforts, and then by rejecting a highly reputable replacement tenant with whom the Debtor had signed a lease agreement, as detailed below. TD Bank holds a first and second mortgage encumbering the I-Drive Properties collectively, and is owed approximately $9 million from the Principals, which debt the Debtor guaranteed.

Since June 2004 the Debtor has leased the Restaurant to Salt Island pursuant to the terms of a lease agreement and a lease extension agreement, which extended the term of the lease until September 30, 2014. Beginning in July 2009, Salt Island fell behind in its rent payment obligations to the Debtor and continued to be delinquent through August 2010. On August 12, 2010, the Debtor evicted Salt Island from the Restaurant. As of the eviction date, Salt Island was indebted to the Debtor in the amount of $312,468.52 for past due rent, and owed accelerated rent from September 1, 2010 to the end of the lease term, September 30, 2014, in the amount of $1,400,000.16.

In January 2011, the Debtor sued Salt Island and its principals in the Circuit Court for Orange County, Florida, seeking unpaid back-rent, accelerated rent payments, and damages to the property caused by Salt Island before its eviction (the "Salt Island Lawsuit"). The damage to the property occurred, in part, after TD Bank sent a letter to Salt Island's principal directing her to remove certain FF&E the Bank alleged was subject to its UCC-1 lien. The Salt Island Lawsuit is still pending in state court.

In February 2009, before Salt Island stopped paying rent to the Debtor, TD Bank declared a technical event of default against the Principals and the Debtor under their loan agreement

documents. The Principals, however, continued to make full mortgage payments to TD Bank for a period of time thereafter. On March 3, 2009, because of the technical default, TD Bank exercised its rights under an assignment of rents agreement by notifying each of the Debtor's tenants that all rents were to be paid directly to TD Bank from that point forward. After TD Bank exercised its assignment rights, it refused to release funds to maintain the Restaurant, forcing the Principals to fund such costs from their own resources. As of the Petition Date, TD Bank continued to exercise its assignment rights.

Eventually, without any rent with which to make mortgage payments, the Debtor and the Principals fell behind in their mortgage payment obligations. On July 21, 2010, TD Bank filed and served on the Debtor and the Principals its four count Complaint for Damages, Foreclosure of Personal Property and Assignment of Rents, initiating the case styled as *Mercantile Bank v. Adil R. Elias, et al.*, Case No. 2010-CA-016620-O, in the Circuit Court for the Ninth Judicial Circuit in Orange County, Florida (the "Foreclosure Action"). The Complaint alleges the Principals and Debtor owe TD Bank the principal amount of $8,614,463.83, plus late fees in the amount of $6,706.78, under the various loan documents amongst the parties.

Around the time TD Bank filed its Complaint, the Debtor began discussions with Rothman's Orlando, LCC ("Rothman's"), a reputable New York steakhouse owner, to lease the Restaurant. The Debtor and Rothman's then entered into a lease agreement and sought to obtain a non-disturbance agreement from TD Bank. Not only did TD Bank refuse to sign a non-disturbance agreement for Rothman's, on October 27, 2010, TD Bank added Rothman's as a defendant to the Foreclosure Action, along with each of Debtor's other tenants, by serving its five count Amended Complaint for Damages, Foreclosure of Personal Property and Assignment of Rents, and for

Foreclosure of Mortgage on Real Property ("Amended Complaint"). Not surprisingly, Rothman's walked away from the lease agreement with the Debtor.

On November 17, 2010, the Debtor served its Answer and Affirmative Defenses to the Amended Complaint and Counterclaims Against Mercantile Bank, and Third Party Complaint against Salt Island's majority shareholder, Conard Investment Holdings, Inc. (the "Answer and Counterclaims"). The Answer and Counterclaim raises five affirmative defenses: (1) estoppel, (2) unclean hands, (3) setoff, (4) failure to mitigate, and (5) impossibility of performance due to TD Bank preventing the Debtor from evicting Salt Island. The Answer and Counterclaim also raised four counterclaims against TD Bank, including claims for: (i) interference with contractual relations; (ii) interference with advantageous business relationship; (iii) breach of the implied covenant of good faith and fair dealing; (iv) and breach of fiduciary duty (the "Counterclaims"). The parties subsequently cross-moved for summary judgment on various counts of the Complaint and Counterclaims, and the state court took the matter under advisement. The state court had not ruled on the parties' motions for summary judgment as of the date the Debtor filed its bankruptcy petition.

C. Events Subsequent to Chapter 11 Filings.

On January 6, 2012 (the "Petition Date"), the Debtor filed its petition for relief under Chapter 11 of the Code. No trustee has been appointed. The Debtor continues to operate its business and manage its properties as a debtor-in-possession under §§ 1107 and 1108 of the Bankruptcy Code.

On January 30, 2012, TD Bank filed its Motion for Relief From Stay, seeking relief pursuant to §§ 362(d)(1) and (d)(2) of the Bankruptcy Code to pursue its *in rem* rights against the I-Drive Properties under the Mortgages (Doc. No. 29) (the "MFRS"). On January 31, 2012, TD Bank served its Motion For An Order Determining that the Case is a Single Asset Real Estate Case (Doc. No. 32)

(the "Single Asset Motion"), and its Motion to Dismiss the Bankruptcy Case (Doc. No. 33) (the "Motion to Dismiss").

On February 1, 2012, the Bankruptcy Court held a non-evidentiary status hearing on various motions, including the Debtor's Motion to Use Cash Collateral (Doc. No. 16), and, after hearing the parties' positions, allowed the Debtor's use of cash collateral through March 14, 2012 (Doc. No. 62), and directed TD Bank and the Debtor to mediation on or before March 14, 2012. The parties reached an impasse at the mediation. The MFRS, Single Asset Motion, and Motion to Dismiss were set for a further non-evidentiary status conference on March 14, 2012.

On February 3, 2012, the Debtor filed its Notice of Removal Pursuant to 28 U.S.C. § 1452 to remove the Foreclosure Action to the Bankruptcy Court (the "Removal Notice"), initiating adversary proceeding number 6:12-AP-00026-KSJ (the "TD Bank Adversary"). On February 27, 2012, TD Bank filed its Motion for Remand or in the Alternative Abstention (A.P. Doc. No. 7) (the "Motion for Remand"). The Removal Notice and Motion for Remand are each set for a non-evidentiary hearing before the Bankruptcy Court on March 14, 2012.

On February 15, 2012, the Debtor entered into a one-year lease with a new operator for the mini-golf course, Grey Jackson, LLC. Pursuant to the parties' lease agreement, the Debtor is receiving $5,000 per month in rent.

On March 13, 2012, the Debtor submitted its original Plan and Disclosure Statement (Doc. Nos. 70 and 71). On December 25, 2012, the Court denied approval of the Disclosure Statement (Doc. No. 156).

Between March and December 2012, the Debtor and TD Bank conducted extensive discovery and presented evidence at three separate hearings this past fall on the Debtor's Motion to Value TD Bank's Collateral (Doc. No. 68) (the "Motion to Value"). On January 6, 2013, the

Bankruptcy Court held a hearing to announce its oral ruling on the Motion to Value. At the hearing, the Court directed the parties to mediation in light of the Court's ruling on valuation and the Court's ruling denying TD Bank's Motion to Strike the Debtor's Motion to Equitably Subordinate. On January 14, 2013, the Bankruptcy Court entered its Order Denying TD Bank's Motion to Strike or Dismiss Debtor's Motion to Equitably Subordinate (Doc. No. 164), and its concomitant Memorandum Opinion (Doc. No. 163). On January 22, 2013, the Bankruptcy Court issued its Order on Motion to Value (Doc. No. 169), finding the value of the I-Drive Properties, and the businesses thereon, and thus the amount of TD Bank's Allowed Secured Claim, is $5,958,175.00.

The Court set a further status conference in this case for March 4, 2013 at 11:00 a.m. to discuss pre-trial issues regarding the Debtor's Motion to Equitably Subordinate and the TD Bank Adversary. The Debtor and TD Bank intend to mediate the remaining issues between the parties, including the Debtor's motion to equitably subordinate TD Bank's unsecured claim and the TD Bank Adversary. The Debtor also anticipates soon initiating an adversary proceeding against Salt Island to continue litigating the Salt Island Lawsuit in the Bankruptcy Court (the "Salt Island Adversary").

III. THE PLAN

THE FOLLOWING SUMMARY IS INTENDED ONLY TO PROVIDE AN OVERVIEW OF THE DEBTOR'S PLAN. ANY PARTY-IN-INTEREST CONSIDERING A VOTE ON THE PLAN SHOULD CAREFULLY READ THE PLAN IN ITS ENTIRETY BEFORE MAKING A DETERMINATION TO VOTE IN FAVOR OF OR AGAINST THE PLAN. THIS SUMMARY IS QUALIFIED IN ITS ENTIRETY BY THE PLAN.

A. Overview.

All Claims against the Debtor shall be classified and treated pursuant to the terms of the Plan. As detailed more fully below, the Plan contains a total of five (5) Classes of Claims as follows: one (1) Class of Allowed Secured Claims; one (1) Class of Allowed Secured Property Tax

Claims; one (1) Classes of Allowed General Unsecured Claims; one (1) Class of Equitably Subordinated Claims; and one (1) Class of Interests. Four (4) Classes of Claims are Impaired and are entitled to vote in favor or against the Plan.

On the Effective Date, the Plan provides that Holders of Allowed Administrative Claims will be paid in full. Holders of Allowed Unsecured Priority Tax Claims (except ad valorem tax claims) will be paid by the Debtor, with interest, over a period of five years. The Holder of the Class 1 Secured Claim, TD Bank, shall retain its lien on the I-Drive Properties, and shall be paid in full over time at terms set forth below and in the Plan. The Holder of the Class 2 Allowed Secured Property Tax Claim will retain its lien on the I-Drive Properties and be paid in full, with interest, over a period of five years. The Class of Allowed General Unsecured Claims shall consist of all claims of general unsecured creditors, except the unsecured claim of TD Bank that is subordinated, if any, and Holders of such Unsecured Claims shall be paid a pro rata portion of the Cash Flow Note, as defined below and in the Plan. The Class of Interests shall retain their interest in the Debtor in exchange for New Value and, as such, are Unimpaired.

The Class of Equitably Subordinated Claims, if any, shall consist of the Claim of TD Bank that has been equitably subordinated by the Court under § 510(c) of the Bankruptcy Code. TD Bank's Equitably Subordinated Claim shall be subject to the Debtor's set-off rights due to any damages determined in the TD Bank Adversary (the "Set-Off"). To the extent the Allowed Amount of the Equitably Subordinated Claim of TD Bank exceeds the Set-Off, then in full satisfaction of its Equitably Subordinated Claims, TD Bank shall be paid pursuant to the terms of the Cash Flow Note after all Holders of Class 3 General Unsecured Claims have been paid in full.

B. Classification and Treatment of Claims.

1. Administrative and Priority Tax Claims.

a. Administrative Claims. Holders of all Allowed Administrative Claims of the Debtor shall be paid in full on the Effective Date or, if the claim does not become allowed prior to the Effective Date, on the date the Allowed Amount of such claim is determined by Final Order of the Court. However, nothing in this provision of the Plan shall preclude the Debtor from paying a holder of an Administrative Claim less than one hundred percent (100%) of its Allowed Claim in Cash on the Effective Date, provided that such Claim holder consents to different payment terms. Debtor estimates Administrative Claims to be approximately $100,000.

b. Priority Tax Claims. Except to the extent that the Holder and the Debtor have agreed or may agree to a different treatment, each Holder of an Allowed Priority Tax Claim shall receive from the Reorganized Debtor, in full satisfaction of such Claim, payments equal to the Allowed Amount of such Claim. Allowed Priority Tax Claims, other than Claims for real property taxes, will be paid based on a five (5) year amortization and maturity with interest at the Confirmation Rate and quarterly payments of principal and interest. Payments will commence on the later of the Effective Date, or on such date as a respective Priority Tax Claim becomes Allowed. The Debtor estimates that the filed amount of Priority Tax Claims will be $10,000.00.

2. Secured Claims.

a. Class 1 - TD Bank, N.A., f/k/a Mercantile Bank. Class 1 consists of the Allowed Secured Claim of TD Bank. The Class 1 Claim is secured by first and second priority liens on the Debtor's I-Drive Properties. Pursuant to the Bankruptcy Court's Order (Doc. No. 169), the amount of TD Bank's Allowed Secured Claim is $5,958,175.00.

In full satisfaction of its Allowed Class 1 Claim, TD Bank shall retain its first and second priority liens on the I-Drive Properties, and shall receive payments of principal and interest on its Allowed Secured Claim based on a twenty-five (25) year amortization, with an annual interest rate of 4.5%, and a final maturity date and balloon payment due five (5) years from the Effective Date; *provided, however,* that for the first six months of the Plan the Debtor shall make monthly interest-only payments to TD Bank in the approximate amount of $22,496.25. If the Allowed Class 1 Claim is paid in full on or prior to five (5) years after the Effective Date, TD Bank shall release and terminate all security interests in property owned by the Debtor. TD Bank shall also forbear from exercising any of its rights or remedies against the Principals so long as the Debtor remains current on its Plan Payment obligations to TD Bank, as more fully set forth in Article VIII hereof.

In addition to the Debtor's payment obligations, the Reorganized Debtor shall also have the obligation to secure a new tenant for the Restaurant within twelve (12) months from the Effective Date. TD Bank shall agree to, and shall be obligated to execute, a non-disturbance agreement in favor of any proposed Restaurant tenant with whom the Reorganized Debtor signs a letter-of-intent to lease the Restaurant on commercially reasonable terms. In the event the parties dispute whether the proposed terms of a lease agreement with a new Restaurant tenant are commercially reasonable, the parties will submit such dispute to the Bankruptcy Court for resolution. If the Debtor secures a letter of intent with a prospective tenant for the Restaurant, the Debtor shall file such letter with the Court.

b. Class 2 - Orange County Tax Collector. Class 2 consists of the Allowed Secured Claims of the Orange County Tax Collector (or its assignee) that are secured by the I-Drive Properties. In full satisfaction of the Class 2 Allowed Secured Claims, the Orange

County Tax Collector shall retain its security interests in the I-Drive Properties to the same extent, validity, and priority as existed on the Petition Date, and shall be paid 100% of its Allowed Secured Claims in monthly payments of principal and interest at the Statutory Rate based on a twenty-five (25) year amortization, and with a final maturity date 60 months from the Petition Date.

3. Unsecured Claims.

a. Class 3 - General Unsecured Claims. Class 3 consists of the Allowed Claims of Unsecured Creditors. Class 3 shall not consist of any Allowed Unsecured Claim of TD Bank unless the Bankruptcy Court determines such Unsecured Claim by TD Bank may not be equitably subordinated pursuant to § 510 of the Code. In full satisfaction of their Allowed Class 3 Unsecured Claims, Holders of Class 3 Claims shall receive pro rata monthly payments in accordance with the Cash Flow Note. The Cash Flow Note will require (i) pro rata distribution of the net recovery of the Salt Island Adversary (the "Adversary Payments"), and (ii) quarterly payments equal to fifty percent (50%) of the surplus of the Reorganized Debtor's actual operating results above the Operating Budget (the "Cash Flow Payments"). The maximum distribution under the Cash Flow Note shall be equal to the total amount of the Allowed Class 3 Claims. For purposes of determining Cash Flow Payments, the surplus shall be determined quarterly commencing on the first Business Day of the first calendar month after the Effective Date, and continuing each quarter thereafter. Distributions of Cash Flow Payments shall be paid within thirty (30) days after the books have been closed for each applicable quarter. Cash Flow Payments shall terminate forty-eight (48) months from the Effective Date; Adversary Payments shall be distributed if and when the Reorganized Debtor recovers any funds in the Salt Island Adversary to be distributed.

b. Class 4 - TD Bank Subordinated Claim. Class 4 consists of the Allowed Unsecured Claim of TD Bank that has been equitably subordinated by the Court under §

510(c) of the Bankruptcy Code. TD Bank's Equitably Subordinated Claim shall be subject to set-off due to any damages determined in the TD Bank Adversary (the "Set-Off"). To the extent the Allowed Amount of the Equitably Subordinated Claim of TD Bank exceeds the Set-Off, then in full satisfaction of its Equitably Subordinated Claim, TD Bank shall be paid under the terms of the Cash Flow Note after all Holders of Class 3 Claims have been paid in full.

4. Equity Interests.

Class 5 - Equity in the Debtor. Class 5 consists of any and all membership interests and warrants currently issued or authorized in Aida's Paradise, LLC. On the Effective Date, the Holders of Allowed Class 5 Interests shall retain their membership interest in the Debtor to the same extent they existed on the Petition Date, and shall contribute New Value to the Debtor to pay TD Bank's Allowed Class 1 Claim for the first six months of the Plan or until the Debtor secures a new Restaurant Tenant. The current estimate of New Value to be contributed is approximately $134,976.00.

C. Means of Implementation.

1. Business Operations and Cash Flow. The Plan contemplates that the Reorganized Debtor will continue to manage and lease to tenants its I-Drive Properties, and shall continue to try to secure a new Restaurant tenant. The Plan contemplates that the Debtor's current cash flow from the rental income derived from the I-Drive Properties, and monthly contributions from the Principals to make up any budget shortfalls up to twelve months after the Effective Date, are sufficient to make payments to all Allowed Classes of Claims. A true and correct copy of the Reorganized Debtor's cash flow projections for the five-year period following the Effective Date is attached hereto as **Exhibit "A"** (the "Operating Budget"). The Debtor anticipates that within six

months of the Effective Date it will have secured a new Restaurant tenant, and that the rental income from such tenant will alleviate any further need for contributions from the Principals.

2. Funds Generated During Chapter 11. Funds generated from operations until the Effective Date will be used for Plan Payments; however, Debtor's cash on hand as of Confirmation shall be available for Administrative Expenses. Furthermore, proceeds obtained from the TD Bank Adversary in excess of the Set-Off shall be used to pay Allowed Class 2 Claims.

3. Management and Control of Reorganized Debtor.

a. Management. The operations of the Reorganized Debtor shall be overseen by the Debtor's current manager, Grace Management Services, LLC, which is wholly-owned and operated by the Principals. The powers of the manager of the Reorganized Debtor shall be substantially the same as the manager's powers as of the Petition Date.

4. Membership Interests in Reorganized Debtor. The membership Interests in the Reorganized Debtor shall remain the same as that of the Debtor on the Petition Date.

D. Other Provisions.

1. Leases and Executory Contracts. The Plan provides that the Debtor shall have through and including the Effective Date within which to assume or reject any unexpired lease or executory contract; and, further, that in the event any such unexpired lease or executory contract is not rejected or subject to a filed motion to reject by such date, then such unexpired lease or executory contract shall be deemed accepted. Specifically, the Debtor intends to assume the respective Lease Agreements with the CBS Outdoor and Jennifer Donuts, Inc., d/b/a Dunkin Donuts. The Debtor has already terminated its unexpired lease with Volcano Island, LLC ("Volcano Island"), and nothing in this subsection or the Plan shall be deemed an acceptance or rejection of the Volcano Island lease agreement. The Debtor has evicted Volcano Island and signed a new lease agreement

with Grey Jackson, LLC to operate the mini-golf course. It is the Debtor's position that the executory contracts listed on the Schedule of Executory Contracts filed pursuant to Rule 1007 are the only executory contracts to which the Debtor was a party as of the Petition Date.

2. Procedures For Resolving Disputed Claims.

a. Prosecution of Objections to Claims. Unless otherwise ordered by the Bankruptcy Court after notice and a hearing, and except as otherwise provided in the Plan, the Debtor shall have the exclusive right to make and file objections to all Claims prior to the Effective Date, and the Reorganized Debtor shall have the exclusive right to make and file objections to Claims after the Effective Date.

Pursuant to the Plan, unless another time is set by order of the Bankruptcy Court, all objections to Claims and Equity Interests shall be filed with the Court and served upon the Holders of each of the Claims and Equity Interests to which objections are made within 180 days after the Effective Date.

Except as may be specifically set forth in the Plan, nothing in the Plan, this Disclosure Statement, the Confirmation Order, or any order in aid of Confirmation, shall constitute, or be deemed to constitute, a waiver or release of any claim, cause of action, right of setoff, or other legal or equitable defense that the Debtor had immediately prior to the commencement of the Bankruptcy Case, against or with respect to any Claim or Equity Interest. Except as set forth in the Plan, upon Confirmation the Debtor and the Reorganized Debtor shall have, retain, reserve and be entitled to assert all such claims, Causes of Action, rights of setoff, and other legal or equitable defenses that the Debtor had immediately prior to the commencement of the Bankruptcy Case as if the Bankruptcy Case had not been commenced. The Plan also provides for the Court to retain jurisdiction as to certain matters as stated in the Plan, including, without

limitation, prosecution of all Causes of Action, objection(s) to Claims, and any disputes arising between the Reorganized Debtor and TD Bank concerning the Commercial Reasonableness of any proposed Restaurant tenant lease agreement.

b. Estimation of Claims. Pursuant to the Plan, the Debtor may, at any time, request that the Bankruptcy Court estimate any contingent, disputed or unliquidated Claim pursuant to § 502(c) of the Code, regardless of whether the Debtor has previously objected to such Claim or whether the Bankruptcy Court has ruled on any such objection, and the Bankruptcy Court will retain jurisdiction to estimate any Claim at any time during litigation concerning any objection to any Claim, including during the pendency of any appeal relating to any such objection. In the event that the Bankruptcy Court estimates any contingent, disputed or unliquidated Claim, that estimated amount will constitute either the Allowed Amount of such Claim or a maximum limitation on such Claim, as determined by the Bankruptcy Court. If the estimated amount constitutes a maximum limitation on such Claim, the Debtor may elect to pursue any supplemental proceedings to object to any ultimate payment on such Claim.

c. Cumulative Remedies. In accordance with the Plan, all of the aforementioned Claim objection, estimation, and resolution procedures are cumulative and not necessarily exclusive of one another. Claims may be estimated and subsequently compromised, settled, withdrawn or resolved by any mechanism approved by the Bankruptcy Court. Until such time as an Administrative Claim, Claim, or Equity Interest becomes an Allowed Claim, such Claim shall be treated as a Disputed Administrative Claim, Disputed Claim, or a Disputed Equity Interest for purposes related to allocations, Distributions, and voting under the Plan.

d. Payments and Distributions on Disputed Claims. As and when authorized by a Final Order, Disputed Claims that become Allowed Claims shall be paid from the Reorganized Debtor's Cash and Assets, such that the Holder of such Allowed Claim receives all payments and Distributions to which such Holder is entitled under the Plan in order to bring payments to the affected Claimant current with the other participants in the particular Class in question. Except as otherwise provided in the Plan, no partial payments and no partial Distributions will be made with respect to a Disputed Claim until the resolution of such disputes by settlement or Final Order. Unless otherwise agreed by the Reorganized Debtor or as otherwise specifically provided in the Plan, a Creditor who holds both an Allowed Claim and a Disputed Claim will not receive a Distribution until such dispute is resolved by settlement or Final Order.

e. Allowance of Claims and Interests.

(i). Disallowance of Claims. According to the Plan, all Claims held by Entities against whom the Debtor has obtained a Final Order establishing liability for a cause of action under §§ 542, 543, 522(f), 522(h), 544, 545, 547, 548, 549, or 550 of the Bankruptcy Code shall be deemed disallowed pursuant to § 502(d) of the Code, and Holders of such Claims may not vote to accept or reject the Plan, both consequences to be in effect until such time as such causes of action against that Entity have been settled or resolved by a Final Order and all sums due the related Debtor by that Entity are turned over to such Debtor.

(ii). Allowance of Claims. Except as expressly provided in the Plan, no Claim or Equity Interest shall be deemed Allowed by virtue of the Plan, Confirmation, or any Order of the Bankruptcy Court in the Bankruptcy Case, unless and until such Claim or Equity Interest is deemed Allowed under the Bankruptcy Code or the Bankruptcy Court enters a Final Order in the Bankruptcy Case allowing such Claim or Equity Interest.

f. Controversy Concerning Impairment. If a controversy arises as to whether any Claims or Equity Interests or any Class of Claims or Equity Interests are Impaired under the Plan, the Bankruptcy Court, after notice and a hearing, shall determine such controversy before the Confirmation Date. If such controversy is not resolved prior to the Effective Date, the Debtor's interpretation of the Plan shall govern.

3. Effect of Confirmation.

a. Retention of Equity. On the Effective Date, all of the Debtor's outstanding membership Interests shall be retained and unaffected.

b. Authority to Effectuate the Plan. Upon the entry of the Confirmation Order by the Bankruptcy Court, the Plan provides all matters provided for under the Plan will be deemed to be authorized and approved without further approval from the Bankruptcy Court. The Confirmation Order will act as an order modifying the Debtor's by-laws or operating agreement such that the provisions of this Plan can be effectuated. The Debtor shall be authorized, without further application to or order of the Bankruptcy Court, to take whatever action is necessary to achieve Consummation and carry out the Plan.

c. Post-Confirmation Status Report. Pursuant to the Plan, within 120 days of the entry of the Confirmation Order, the Reorganized Debtor will file status reports with the Court explaining what progress has been made toward consummation of the confirmed Plan. The status report will be served on the United States Trustee, and those parties who have requested special notice post-confirmation. The Bankruptcy Court may schedule subsequent status conferences in its discretion.

IV. CONFIRMATION

A. Confirmation Hearing.

Section 1128 of the Code requires the Bankruptcy Court, after notice, to hold a Confirmation Hearing on the Plan at which time any party in interest may be heard in support of or in opposition to Confirmation. The Confirmation Hearing may be adjourned from time to time without further notice except for an announcement to be made at the Confirmation Hearing. Any objection to Confirmation must be made in writing and filed with the Clerk, and delivered to the following persons, at least seven (7) days prior to Confirmation Hearing:

Counsel for the Debtor:

R. Scott Shuker, Esq.
Christopher R. Thompson, Esq.
Latham, Shuker, Eden & Beaudine, LLP
111 N. Magnolia Avenue, Suite 1400
Orlando, Florida 32801

Debtor:

Aida's Paradise, LLC
Attn: Dr. Adil Elias
2450 Maitland Center Parkway, Suite 300
Maitland, FL 32751

United States Trustee:

Miriam Suarez, Esq.
135 West Central Blvd., Suite 620
Orlando, Florida 32801

B. Financial Information Relevant to Confirmation.

Attached as Exhibits to the Disclosure Statement filed with the Court, and incorporated herein, are the following:

(i) **Exhibit "A"** is a copy of Debtor's Operating Budget, which includes financial projections for the five years of Plan Payments. The projections indicate that the Debtor's

operational cash flow, combined with contributions from the Principals to make interest only payments to TD Bank for the first six months of the Plan, or until the Debtor secures a restaurant tenant, will be sufficient to service the required Plan Payments at a debt level as described herein using an anticipated Effective Date of June 1, 2013. The projections and other financial information have been provided by and prepared by the Debtor's management. The projections may not be relied upon as a guaranty or other assurance of the actual results that will occur. These projections are based upon a variety of estimates and assumptions which may not be realized. The projections are based on assumptions existing as of March 2012 and have not materially changed; and

(ii) **Exhibit "B"** is a copy of Debtor's Chapter 7 liquidation analysis ("Liquidation Analysis") establishing that Creditors will fair materially worse in the event the Debtor is forced into Chapter 7 as compared to the Plan.

C. Confirmation Standards.

For a plan of reorganization to be confirmed, the Code requires, among other things, that a plan be proposed in good faith and comply with the applicable provisions of Chapter 11 of the Code. Section 1129 of the Code also imposes requirements that at least one class of Impaired Claims accept a plan, that confirmation of a plan is not likely to be followed by the need for further financial reorganization, that a plan be in the best interests of creditors, and that a plan be fair and equitable with respect to each class of Claims or Interests that is Impaired under the plan. The Court shall confirm a plan only if it finds that all of the requirements enumerated in § 1129 of the Code have been met. The Debtor believe that the Plan satisfies all of the requirements for Confirmation.

1. Best Interests Test. Before the Plan may be confirmed, the Court must find (with certain exceptions) that the Plan provides, with respect to each Class, that each holder of an Allowed Claim or Interest of such Class either (a) has accepted the Plan or (b) will receive or retain

under the Plan on account of such Claim or Interest, property of a value, as of the Effective Date, that is not less than the amount that such holder would receive or retain if Debtor was, on the Effective Date, liquidated under Chapter 7 of the Code. The Debtor believes that satisfaction of this test is established by the Liquidation Analysis.

To determine what holders of Claims and Equity Interests would receive if the Debtor were liquidated, the Court must determine how the assets and properties of the Debtor would be liquidated and distributed in the context of a Chapter 7 liquidation case. The Debtor's costs of liquidation under Chapter 7 would include the fees payable to a trustee in bankruptcy and to any additional attorneys and other professionals engaged by such trustee and any unpaid expenses incurred by the Debtor during the Bankruptcy Case, including compensation of attorneys and accountants. The additional costs and expenses incurred by a trustee in a Chapter 7 liquidation could be substantial and would decrease the possibility that Unsecured Creditors and holders of Equity Interests would receive meaningful distributions. The foregoing types of Claims arising from Chapter 7 administration and such other Claims as may arise in Chapter 7 or result from the pending Bankruptcy Case would be paid in full from the liquidation proceeds before the balance of those proceeds would be made available to pay the Claims of Unsecured Creditors. Liquidation in Chapter 7 might substantially delay the date at which Creditors would receive any Payment.

The Debtor has carefully considered the probable effects of liquidation under Chapter 7 on the ultimate proceeds available for distribution to Creditors and holders of Equity Interests, including the following:

a. the possible costs and expenses of the Chapter 7 trustee or trustees;

b. the possible adverse effect on recoveries by Creditors under Chapter 7 due to reduced sale prices for Debtor's assets caused by the forced Chapter 7 liquidation; and

c. the possible substantial increase in Claims that would rank prior to or on a parity with those of Unsecured Creditors.

2. Financial Feasibility. The Code requires, as a condition to Confirmation, that Confirmation of a Plan is not likely to be followed by the liquidation, or the need for further financial reorganization, of the Debtor unless the liquidation is proposed in the Plan. As reflected in the Operating Budget, the Debtor believes that core operations and the Principal's contributions will provide sufficient cash flow to make all Plan Payments as noted herein. Moreover, the Debtor is confident in its ability to find a Restaurant tenant soon after the Effective Date, which will alleviate the need for any further contributions from the Principals. Therefore, based upon the financial projections and the Debtor's likely ability to find a Restaurant tenant, the Debtor asserts that the Plan is feasible and Confirmation is not likely to be followed by further financial reorganization.

3. Acceptance by Impaired Classes. The Code requires as a condition to Confirmation that each Class of Claims or Interests that is Impaired under the Plan accept such plan, with the exception described in the following section. A Class of Claims has accepted the Plan if the Plan has been accepted by Creditors that hold at least two-thirds (2/3) in dollar amount and more than one-half (½) in number of the Allowed Claims of such Class who vote to accept or to reject the Plan.

A Class of Interests has accepted the Plan if the Plan has been accepted by holders of Interests that hold at least two-thirds (2/3) in amount of the Allowed Interests of such Class that vote to accept or reject the Plan. Holders of Claims or Interests who fail to vote are not counted as either accepting or rejecting the Plan.

A Class that is not Impaired under a Plan is deemed to have accepted such Plan, and solicitation of acceptances with respect to such Class is not required. A Class is Impaired unless: (i) the legal, equitable and contractual rights to which the Claim or Interest entitles the holder of such Claim or Interest are not modified; (ii) with respect to Secured Claims, the effect of any default is cured and the original terms of the obligation are reinstated; or (iii) the Plan provides that on the Effective Date the holder of the Claim or Interest receives on account of such claim or interest Cash equal to the Allowed Amount of such Claim or, with respect to any Interest, any fixed liquidation preference to which the holder is entitled.

4. Confirmation Without Acceptance by all Impaired Classes; "Cramdown." The Code contains provisions that enable the Court to confirm the Plan, even though the Plan has not been accepted by all Impaired Classes, provided that the Plan has been accepted by at least one Impaired Class of Claims. Section 1129(b)(1) of the Code states:

> Notwithstanding section 510(a) of this title, if all of the applicable requirements of subsection (a) of this section other than paragraph (8) are met with respect to a plan, the court, on request of the proponent of the plan, shall confirm the plan notwithstanding the requirements of such paragraph if the plan does not discriminate unfairly, and is fair and equitable, with respect to each class of claims or interests that is impaired under, and has not accepted, the plan.

This section makes clear that the Plan may be confirmed notwithstanding the failure of an Impaired Class to accept the Plan, so long as the Plan does not discriminate unfairly, and it is fair and equitable with respect to each Class of Claims that is Impaired under, and has not accepted, the Plan.

DEBTOR BELIEVES THAT, IF NECESSARY, IT WILL BE ABLE TO MEET THE STATUTORY STANDARDS SET FORTH IN THE CODE WITH RESPECT TO THE NONCONSENSUAL CONFIRMATION OF THE PLAN AND WILL SEEK SUCH RELIEF.

D. Consummation.

The Plan will be consummated and Payments made if the Plan is Confirmed pursuant to a Final Order of the Court, the Effective Date occurs, and the Debtor and applicable parties reach agreement on any required documents. It will not be necessary for the Debtor to await any required regulatory approvals from agencies or departments of the United States to consummate the Plan. The Plan will be implemented pursuant to its provisions and the Code.

E. Exculpation from Liability.

The Debtor, their respective members, Managers, officers and their respective Professionals (acting in such capacity) shall neither have nor incur any liability whatsoever to any Person or Entity for any act taken or omitted to be taken in good faith in connection with or related to the formulation, preparation, dissemination, or confirmation of the Plan, the Disclosure Statement, any Plan Document, or any contract, instrument, release, or other agreement or document crated or entered into, or any other act taken or omitted to be taken, in connection with the plan or the Bankruptcy Case; provided, however, that this exculpation from liability provision shall not be applicable to any liability found by a court of competent jurisdiction to have resulted from fraud or the wilful misconduct or gross negligence of any such party. With respect to the Professionals, the foregoing exculpation from liability provision shall also include claims of professional negligence arising from the services provided by such Professionals during the Bankruptcy Case. The rights granted hereby are cumulative with (and not restrictive of) any and all rights, remedies and benefits that the Debtor or its respective agents have or obtain pursuant to any provision of the Code or other applicable law, or any agreement. This exculpation from liability provision is an integral part of the Plan and is essential to its implementation. Notwithstanding anything to the contrary contained herein, the provisions hereof shall not release or be deemed a release of any of the Causes of Action

otherwise preserved in the Plan. The terms of this exculpation shall only apply to liability arising from actions taken on or prior to the Effective Date.

ANY BALLOT VOTED IN FAVOR OF THE PLAN SHALL ACT AS CONSENT BY THE CREDITOR CASTING SUCH BALLOT TO THIS EXCULPATION FROM LIABILITY PROVISION. MOREOVER, ANY CREDITOR WHO DOES NOT VOTE IN FAVOR OF THE PLAN MUST FILE A CIVIL ACTION IN THE BANKRUPTCY COURT ASSERTING ANY SUCH LIABILITY WITHIN THIRTY (30) DAYS FOLLOWING THE EFFECTIVE DATE OR SUCH CLAIMS SHALL BE FOREVER BARRED.

Notwithstanding the foregoing, (i) the Debtor shall remain obligated to make payments to Holders of Allowed Claims as required pursuant to the Plan; and (ii) the Debtor's respective members, Managers or executive officers shall not be relieved or released from any personal contractual liability except as otherwise provided in the Plan.

F. Police Power.

Nothing in this Article IV shall be deemed to effect, impair, or restrict any federal or state governmental unit from pursuing its police or regulatory enforcement action against any person or entity, other than to recover monetary claims against the Debtor for any act, omission, or event occurring prior to the Confirmation Date to the extent such monetary claims are discharged pursuant to § 1141 of the Code.

G. Revocation and Withdrawal of this Plan.

The Debtor reserves the right to withdraw this Plan at any time before entry of the Confirmation Order. The Plan shall be deemed null and void if: (i) the Debtor revokes and withdraws this Plan; (ii) the Confirmation Order is not entered; (iii) the Effective Date does not occur; (iv) this Plan is not substantially consummated; or (v) the Confirmation Order is reversed or revoked.

H. Modification of Plan.

The Debtor may seek to amend or modify this Plan in accordance with § 1127(b) of the Bankruptcy Code, or remedy any defect or omission, or reconcile any inconsistency in this Plan, in such manner as may be necessary to carry out the purpose and intent of this Plan. On or before substantial consummation of the Plan, the Debtor may issue, execute, deliver or file with the Bankruptcy Court or record any agreements and other documents, and take any action as may be necessary or appropriate to effectuate, consummate and further evidence the terms and conditions of the Plan.

V. INJUNCTION

A. Recipients.

The Principals jointly own all of the outstanding membership interests of the Debtor and manage its day-to-day operations through their wholly-owned management company, Grace Management Services, LLC. The Principals have overseen the acquisition, operation, management and development of the I-Drive Properties since the Debtor's inception in 1997. Moreover, the Principals personally obtained the loan that gave rise, by virtue of the Debtor's guaranty and mortgage for such loan, to TD Bank's Class 1 Secured Claim in this Bankruptcy Case. Accordingly, by reason of their status as managers and officers of the Debtor's business activities, the Principals are potentially subject to further litigation related to claims arising from the Debtor's operations.

B. Conditional Injunction.

The Plan is premised upon the injunctions contained below. The Debtor asserts the injunctions are being given as consideration for the accommodations provided by the Principals under the Plan and are fair consideration for property contributed and valuable services. For the sake of clarity, there are no third-party releases being granted under the Plan; rather, all parties are merely enjoined from pursuing the Principals, as set forth below.

Except as expressly provided in the Plan or to otherwise enforce the terms of the Plan, as of the Confirmation Date, all persons that have held, currently hold or may hold a Claim, other debt or liability, an Interest, or other right of an equity security that is impaired or terminated pursuant to the terms of the Plan, to the fullest extent permitted by applicable law, are enjoined from taking any of the following actions as long as the Reorganized Debtor is not in default of any obligation under the Plan or any agreements contemplated by the Plan, and except as specifically provided for in the Plan, on account of any such impaired or terminated Claims, debts or liabilities, Interests or rights: (i) commencing or continuing in any manner any action or proceeding against the Principals or their respective property interests, other than to enforce any right pursuant to the Plan; (ii) enforcing, attaching, collecting, or recovering in any manner or judgment, award, decree, or order against the Principals, or their respective property interests, other than as permitted pursuant to (i) above; (iii) creating, perfecting, or enforcing any lien or encumbrance against the Principals or their respective property interests; (iv) asserting a setoff, right of subrogation or recoupment of any kind against any debt, liability or obligation due to the Principals; and (v) commencing or continuing any action, in any manner, in any place that does not comply with or is inconsistent with the provisions of the Plan.

From and after the Confirmation Date, the Injunctions described in Article VIII in the Plan and Article V herein shall become effective, and all Holders of Claims and Interests shall be enjoined from commencing or continuing any of the actions detailed herein for so long as the Debtor remains in compliance with the Plan or any agreements contemplated by the Plan and except as specifically provided for in the Plan. Such Injunctions shall lapse automatically if the Reorganized Debtor defaults under any obligation contained in the plan. Any and all statutes of limitation or repose will be tolled while the Injunctions are in effect.

VI. ALTERNATIVE TO THE PLAN

If the Plan is not confirmed and consummated, the Debtor believes that the most likely alternative is a sale of the Debtor or a liquidation of the Debtor under Chapter 7 or 11 of the Code. In a liquidation or sale, the Debtor believe the deficiency claim from the secured lender could be as much as $6,000,000.00, and, as such, the pool of Allowed General Unsecured (Class 3) Claims would be increased and the dividend to such group greatly diminished, if not extinguished entirely. The Debtor believes that liquidation of all real and personal property in a Chapter 7 scenario would dramatically reduce the total amount available to Creditors. In a case under Chapter 7 of the Code, a trustee would be elected or appointed to liquidate the assets of Debtor for distribution to Creditors in accordance with the priorities established by the Code. Debtor's analysis of the probable recovery to Creditors and holders of equity Interests is set forth in the Liquidation Analysis.

VII. CONCLUSION

The Debtor recommends that holders of Claims and Interests vote to accept the Plan.

DATED this 25th day of January 2013 in Orlando, Florida.

/s/ R. Scott Shuker, Esq.
R. Scott Shuker, Esq.
Florida Bar No. 984469
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Attorneys for Aida's Paradise, LLC

1.9.12

Aida Paradise, LLC Projection	Jan 13	Feb-13	Mar-13	Apr-13	May-13	Jun-13	Jul-13	Aug-13	Sep-13	Oct-13	Nov-13	Dec-13	Total 2013
GROSS Income													
Rental Income & CAM	$54,919	$16,453	$16,453	$16,453	$16,453	$16,453	$41,453	$38,953	$38,953	$38,953	$38,953	$38,953	$373,407
Sales Tax	$3,570	$1,069	$1,069	$1,069	$1,069	$1,069	$2,694	$2,532	$2,532	$2,532	$2,532	$2,532	$24,271
Shareholder Investment/Other	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Total Income	$58,489	$17,523	$17,523	$17,523	$17,523	$17,523	$44,148	$41,485	$41,485	$41,485	$41,485	$41,485	$397,678
Expense													
Accounting Fee	$0	$0	$0	$200	$200	$200	$200	$200	$200	$200	$200	$200	$1,800
Advertising	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Bank Charges	$17	$17	$17	$17	$17	$17	$17	$17	$17	$17	$17	$17	$204.00
Electricity	$500	$500	$500	$500	$500	$500	$500	$500	$500	$500	$500	$500	$6,000
Insurance	$0	$0	$5,500	$1,389	$1,389	$1,389	$1,389	$1,389	$1,389	$1,389	$1,389	$1,389	$18,000
Janitorial Services & Supplies	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Landscaping	$360	$360	$360	$360	$360	$360	$360	$360	$360	$360	$360	$360	$4,320
Legal	$0	$0	$0	$0	$0	$0	$417	$417	$2,917	$417	$417	$2,917	$7,500
Licenses	$140	$0	$0	$0	$0	$0	$0	$0	$200	$0	$0	$0	$340
Management Fee	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Miscellaneous	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Pest Control/Security Alarm	$61	$61	$61	$100	$100	$100	$100	$100	$100	$100	$100	$100	$1,083
Real Estate Tax Escrow	$0	$0	$0	$4,167	$4,167	$4,167	$4,167	$4,167	$4,167	$4,167	$4,167	$4,167	$37,500
Repairs and Maintenance	$3,000	$3,000	$3,000	$3,000	$3,000	$3,000	$3,000	$3,000	$3,000	$3,000	$3,000	$3,000	$36,000
Sales Tax	$0	$3,570	$1,069	$1,069	$1,069	$1,069	$1,069	$2,694	$2,532	$2,532	$2,532	$2,532	$21,739
Software	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Tenant Improvement	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Telephone Expense & Internet	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Trash removal	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Utility Deposit	$0	$0	$0	$1,020	$0	$0	$0	$0	$0	$0	$0	$0	$1,020
U.S. Trustee	$0	$0	$0	$650	$0	$0	$975	$0	$0	$975	$0	$0	$2,600
Water & Sewer	$300	$300	$300	$400	$400	$400	$400	$400	$400	$400	$400	$400	$4,500
CREDITOR PAYMENTS:													
TD Bank (Interest only in 2013)				$0	$0	$0	$22,496	$22,496	$22,496	$22,496	$22,496	$22,496	$134,978
Income Tax Payments (S-Corp)												$1,000	$1,000
Administrative Claims													
Appraisal Fee	$11,183			$10,000									$21,183
Legal				$65,000									$65,000
CPA				$7,000									$7,000
Consulting CFO				$2,500				$0					$2,500
Real Estate Tax Amort. Payments							$1,528	$1,528	$1,528	$1,528	$1,528	$1,528	$9,168
Broker Fee													$0
Total Expense	$15,561	$7,808	$10,807	$97,372	$11,202	$11,202	$36,618	$37,268	$39,805	$38,080	$37,105	$40,605	$383,435
Net Cash Flow	$42,928	$9,715	$6,715	-$79,849	$6,321	$6,321	$7,530	$4,217	$1,680	$3,405	$4,380	$880	$14,243
Beginning Cash Balance	$115,457	$158,385	$168,100	$174,816	$94,966	$101,287	$107,608	$115,138	$119,356	$121,035	$124,440	$128,820	$115,457
Ending Cash Balance	$ 158,385	$ 168,100	$ 174,816	$ 94,966	$ 101,287	$ 107,608	$ 115,138	$ 119,356	$ 121,035	$ 124,440	$ 128,820	$ 129,700	$ 129,700

Exhibit "A" Disclosure Statement

1.9.12

Aida Paradise, LLC Projection	Jan 14	Feb-14	Mar-14	Apr-14	May-14	Jun-14	Jul-14	Aug-14	Sep-14	Oct-14	Nov-14	Dec-14	Total 2014
GROSS Income													
Rental Income & CAM	$85,419	$38,953	$38,953	$38,953	$38,953	$38,953	$63,953	$38,953	$38,953	$38,953	$38,953	$38,953	$538,907
Sales Tax	$5,552	$2,532	$2,532	$2,532	$2,532	$2,532	$4,157	$2,532	$2,532	$2,532	$2,532	$2,532	$35,029
Shareholder Investment/Other	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Total Income	$90,972	$41,485	$41,485	$41,485	$41,485	$41,485	$68,110	$41,485	$41,485	$41,485	$41,485	$41,485	$573,936
Expense													
Accounting Fee	$200	$200	$5,200	$200	$200	$200	$200	$200	$200	$200	$200	$200	$7,400
Advertising	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Bank Charges	$17	$17	$17	$17	$17	$17	$17	$17	$17	$17	$17	$17	$204.00
Electricity	$500	$500	$500	$500	$500	$500	$500	$500	$500	$500	$500	$500	$6,000
Insurance	$550	$550	$5,500	$1,389	$1,389	$1,389	$1,389	$1,389	$1,389	$1,389	$1,389	$1,389	$19,100
Janitorial Services & Supplies	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Landscaping	$360	$360	$360	$360	$360	$360	$360	$360	$360	$360	$360	$360	$4,320
Legal	$417	$417	$2,917	$417	$417	$2,917	$417	$417	$2,917	$417	$417	$2,917	$15,000
Licenses	$140	$0	$0	$0	$0	$0	$0	$0	$200	$0	$0	$0	$340
Management Fee	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Miscellaneous	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Pest Control/Security Alarm	$100	$100	$100	$100	$100	$100	$100	$100	$100	$100	$100	$100	$1,200
Real Estate Tax Escrow	$4,167	$4,167	$4,167	$4,167	$4,167	$4,167	$4,167	$4,167	$4,167	$4,167	$4,167	$4,167	$50,000
Repairs and Maintenance	$3,000	$3,000	$3,000	$3,000	$3,000	$3,000	$3,000	$3,000	$3,000	$3,000	$3,000	$3,000	$36,000
Sales Tax	$2,532	$5,552	$2,532	$2,532	$2,532	$2,532	$2,532	$4,157	$2,532	$2,532	$2,532	$2,532	$35,029
Software	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Tenant Improvement	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Telephone Expense & Internet	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Trash removal	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Utility Deposit	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
U.S. Trustee	$975	$0	$0	$975	$0	$0	$975	$0	$0	$975	$0	$0	$3,900
Water & Sewer	$400	$400	$400	$400	$400	$400	$400	$400	$400	$400	$400	$400	$4,800
CREDITOR PAYMENTS:													
TD Bank (Interest only in 2013)	$22,496	$33,344	$33,344	$33,344	$33,344	$33,344	$33,344	$33,344	$33,344	$33,344	$33,344	$33,344	$389,285
Income Tax Payments (S-Corp)													$0
Administrative Claims													
Appraisal Fee													$0
Legal													$0
CPA													$0
Consulting CFO													$0
Real Estate Tax Amort. Payments	$1,528	$1,528	$1,528	$1,528	$1,528	$1,528	$1,528	$1,528	$1,528	$1,528	$1,528	$1,528	$18,335
Broker Fee													$0
Total Expense	$37,382	$50,135	$59,565	$48,929	$47,954	$50,454	$48,929	$49,579	$50,654	$48,929	$47,954	$50,454	$590,913
Net Cash Flow	$53,590	-$8,650	-$18,079	-$7,443	-$6,468	-$8,968	$19,182	-$8,093	-$9,168	-$7,443	-$6,468	-$8,968	-$16,977
Beginning Cash Balance	$129,700	$183,291	$174,641	$156,562	$149,119	$142,650	$133,682	$152,864	$144,771	$135,603	$128,160	$121,691	$129,700
Ending Cash Balance	$ 183,291	$ 174,641	$ 156,562	$ 149,119	$ 142,650	$ 133,682	$ 152,864	$ 144,771	$ 135,603	$ 128,160	$ 121,691	$ 112,723	$ 112,723

Exhibit "A" Disclosure Statement

	A	B	C	AI	AJ	AK	AL	AM	AN	AO	AP	AQ	AR	AS	AT	AU
1			1.9.12													
2			**Aida Paradise, LLC Projection**	Jan-15	Feb-15	Mar-15	Apr-15	May-15	Jun-15	Jul-15	Aug-15	Sep-15	Oct-15	Nov-15	Dec-15	Total 2015
3																
4			**GROSS Income**													
5			Rental Income & CAM	$78,419	$39,953	$39,953	$39,953	$39,953	$39,953	$64,953	$39,953	$39,953	$39,953	$39,953	$39,953	$542,907
6			Sales Tax	$5,097	$2,597	$2,597	$2,597	$2,597	$2,597	$4,222	$2,597	$2,597	$2,597	$2,597	$2,597	$35,289
7			Shareholder Investment/Other	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
8																
9			**Total Income**	$83,517	$42,550	$42,550	$42,550	$42,550	$42,550	$69,175	$42,550	$42,550	$42,550	$42,550	$42,550	$578,196
10																
11			**Expense**													
12			Accounting Fee	$200	$200	$5,200	$200	$200	$200	$200	$200	$200	$200	$200	$200	$7,400
13			Advertising	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
14			Bank Charges	$17	$17	$17	$17	$17	$17	$17	$17	$17	$17	$17	$17	$204.00
15			Electricity	$500	$500	$500	$500	$500	$500	$500	$500	$500	$500	$500	$500	$6,000
16			Insurance	$550	$550	$5,500	$1,389	$1,389	$1,389	$1,389	$1,389	$1,389	$1,389	$1,389	$1,389	$19,100
17			Janitorial Services & Supplies	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
18			Landscaping	$360	$360	$360	$360	$360	$360	$360	$360	$360	$360	$360	$360	$4,320
19			Legal	$417	$417	$2,917	$417	$417	$2,917	$417	$417	$2,917	$417	$417	$2,917	$15,000
20			Licenses	$140	$0	$0	$0	$0	$0	$0	$0	$200	$0	$0	$0	$340
21			Management Fee	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
22			Miscellaneous	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
23			Pest Control/Security Alarm	$100	$100	$100	$100	$100	$100	$100	$100	$100	$100	$100	$100	$1,200
24			Real Estate Tax Escrow	$4,167	$4,167	$4,167	$4,167	$4,167	$4,167	$4,167	$4,167	$4,167	$4,167	$4,167	$4,167	$50,000
25			Repairs and Maintenance	$4,000	$4,000	$4,000	$4,000	$4,000	$4,000	$4,000	$4,000	$4,000	$4,000	$4,000	$4,000	$48,000
26			Sales Tax	$2,532	$5,097	$2,597	$2,597	$2,597	$2,597	$2,597	$4,222	$2,597	$2,597	$2,597	$2,597	$35,224
27			Software	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
28			Tenant Improvement	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
29			Telephone Expense & Internet	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
30			Trash removal	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
31			Utility Deposit	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
32			U.S. Trustee	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
33			Water & Sewer	$400	$400	$400	$400	$400	$400	$400	$400	$400	$400	$400	$400	$4,800
34			CREDITOR PAYMENTS:													
35			TD Bank (Interest only in 2013)	$33,344	$33,344	$33,344	$33,344	$33,344	$33,344	$33,344	$33,344	$33,344	$33,344	$33,344	$33,344	$400,133
36			Income Tax Payments (S-Corp)													$0
37			Administrative Claims													
38			Appraisal Fee													$0
39			Legal													$0
40			CPA													$0
41			Consulting CFO													$0
42			Real Estate Tax Amort. Payments	$1,528	$1,528	$1,528	$1,528	$1,528	$1,528	$1,528	$1,528	$1,528	$1,528	$1,528	$1,528	$18,335
43			Broker Fee													$0
44			**Total Expense**	$48,255	$50,680	$60,630	$49,019	$49,019	$51,519	$49,019	$50,644	$51,719	$49,019	$49,019	$51,519	$610,056
45																
46			**Net Cash Flow**	$35,262	-$8,130	-$18,079	-$6,468	-$6,468	-$8,968	$20,157	-$8,093	-$9,168	-$6,468	-$6,468	-$8,968	-$31,860
47																
48			**Beginning Cash Balance**	$112,723	$147,985	$139,856	$121,776	$115,308	$108,840	$99,872	$120,029	$111,936	$102,767	$96,299	$89,831	$112,723
49																
50			**Ending Cash Balance**	$ 147,985	$ 139,856	$ 121,776	$ 115,308	$ 108,840	$ 99,872	$ 120,029	$ 111,936	$ 102,767	$ 96,299	$ 89,831	$ 80,863	$ 80,863

Exhibit "A" Disclosure Statement

	A	B	C	AV	AW	AX	AY	AZ	BA	BB	BC	BD	BE	BF	BG	BH
1			1.9.12													
2			**Aida Paradise, LLC Projection**	Jan-16	Feb-16	Mar-16	Apr-16	May-16	Jun-16	Jul-16	Aug-16	Sep-16	Oct-16	Nov-16	Dec-16	Total 2016
3																
4			**GROSS Income**													
5			Rental Income & CAM	$78,419	$39,953	$39,953	$39,953	$39,953	$39,953	$64,953	$39,953	$39,953	$39,953	$39,953	$39,953	$542,907
6			Sales Tax	$5,097	$2,597	$2,597	$4,514	$2,564	$2,564	$4,189	$2,564	$2,564	$2,564	$2,564	$2,564	$36,946
7			Shareholder Investment/Other	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
8																
9			**Total Income**	$83,517	$42,550	$42,550	$44,468	$42,518	$42,518	$69,143	$42,518	$42,518	$42,518	$42,518	$42,518	$579,853
10																
11			**Expense**													
12			Accounting Fee	$200	$200	$5,200	$200	$200	$200	$200	$200	$200	$200	$200	$200	$7,400
13			Advertising	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
14			Bank Charges	$17	$17	$17	$17	$17	$17	$17	$17	$17	$17	$17	$17	$204.00
15			Electricity	$500	$500	$500	$500	$500	$500	$500	$500	$500	$500	$500	$500	$6,000
16			Insurance	$550	$550	$5,500	$1,389	$1,389	$1,389	$1,389	$1,389	$1,389	$1,389	$1,389	$1,389	$19,100
17			Janitorial Services & Supplies	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
18			Landscaping	$360	$360	$360	$360	$360	$360	$360	$360	$360	$360	$360	$360	$4,320
19			Legal	$417	$417	$2,917	$417	$417	$2,917	$417	$417	$2,917	$417	$417	$2,917	$15,000
20			Licenses	$140	$0	$0	$0	$0	$0	$0	$0	$200	$0	$0	$0	$340
21			Management Fee	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
22			Miscellaneous	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
23			Pest Control/Security Alarm	$100	$100	$100	$100	$100	$100	$100	$100	$100	$100	$100	$100	$1,200
24			Real Estate Tax Escrow	$4,167	$4,167	$4,167	$4,167	$4,167	$4,167	$4,167	$4,167	$4,167	$4,167	$4,167	$4,167	$50,000
25			Repairs and Maintenance	$4,000	$4,000	$4,000	$4,000	$4,000	$4,000	$4,000	$4,000	$4,000	$4,000	$4,000	$4,000	$48,000
26			Sales Tax	$2,597	$5,097	$2,597	$2,597	$4,514	$2,564	$2,564	$4,189	$2,564	$2,564	$2,564	$2,564	$36,979
27			Software	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
28			Tenant Improvement	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
29			Telephone Expense & Internet	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
30			Trash removal	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
31			Utility Deposit	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
32			U.S. Trustee	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
33			Water & Sewer	$400	$400	$400	$400	$400	$400	$400	$400	$400	$400	$400	$400	$4,800
34			CREDITOR PAYMENTS:													
35			TD Bank (Interest only in 2013)	$33,344	$33,344	$33,344	$33,344	$33,344	$33,344	$33,344	$33,344	$33,344	$33,344	$33,344	$33,344	$400,133
36			Income Tax Payments (S-Corp)	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0		$0
37			Administrative Claims													$0
38			Appraisal Fee													$0
39			Legal													$0
40			CPA													$0
41			Consulting CFO													$0
42			Real Estate Tax Amort. Payments	$1,528	$1,528	$1,528	$1,528	$1,528	$1,528	$1,528	$1,528	$1,528	$1,528	$1,528	$1,528	$18,335
43			Broker Fee													$0
44			**Total Expense**	$48,320	$50,680	$60,630	$49,019	$50,936	$51,486	$48,986	$50,611	$51,686	$48,986	$48,986	$51,486	$611,811
45																
46			**Net Cash Flow**	$35,197	-$8,130	-$18,079	-$4,551	-$8,418	-$8,968	$20,157	-$8,093	-$9,168	-$6,468	-$6,468	-$8,968	-$31,958
47																
48			**Beginning Cash Balance**	$80,863	$116,060	$107,930	$89,851	$85,300	$76,882	$67,914	$88,071	$79,978	$70,810	$64,341	$57,873	$80,863
49																
50			**Ending Cash Balance**	$ 116,060	$ 107,930	$ 89,851	$ 85,300	$ 76,882	$ 67,914	$ 88,071	$ 79,978	$ 70,810	$ 64,341	$ 57,873	$ 48,905	$ 48,905

Exhibit "A" Disclosure Statement

1.9.12

Aida Paradise, LLC Projection	Jan-17	Feb-17	Mar-17	Apr-17	May-17	Jun-17	Jul-17	Aug-17	Sep-17	Oct-17	Nov-17	Dec-17	Total 2017
GROSS Income													
Rental Income & CAM	$78,419	$39,953	$39,953	$39,953	$39,953	$39,953	$64,953	$39,953	$39,953	$39,953	$39,953	$39,953	$542,907
Sales Tax	$5,065	$2,564	$2,564	$4,514	$2,564	$2,564	$4,189	$2,564	$2,564	$2,564	$2,564	$2,564	$36,849
Shareholder Investment/Other	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$3,100	$0	$3,100
Total Income	$83,484	$42,518	$42,518	$44,468	$42,518	$42,518	$69,143	$42,518	$42,518	$42,518	$45,618	$42,518	$582,856
Expense													
Accounting Fee	$200	$200	$5,200	$200	$200	$200	$200	$200	$200	$200	$200	$200	$7,400
Advertising	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Bank Charges	$17	$17	$17	$17	$17	$17	$17	$17	$17	$17	$17	$17	$204.00
Electricity	$500	$500	$500	$500	$500	$500	$500	$500	$500	$500	$500	$500	$6,000
Insurance	$550	$550	$5,500	$1,389	$1,389	$1,389	$1,389	$1,389	$1,389	$1,389	$1,389	$1,389	$19,100
Janitorial Services & Supplies	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Landscaping	$360	$360	$360	$360	$360	$360	$360	$360	$360	$360	$360	$360	$4,320
Legal	$417	$417	$2,917	$417	$417	$2,917	$417	$417	$2,917	$417	$417	$2,917	$15,000
Licenses	$140	$0	$0	$0	$0	$0	$0	$0	$200	$0	$0	$0	$340
Management Fee	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Miscellaneous	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Pest Control/Security Alarm	$100	$100	$100	$100	$100	$100	$100	$100	$100	$100	$100	$100	$1,200
Real Estate Tax Escrow	$4,167	$4,167	$4,167	$4,167	$4,167	$4,167	$4,167	$4,167	$4,167	$4,167	$4,167	$4,167	$50,000
Repairs and Maintenance	$4,000	$4,000	$4,000	$4,000	$4,000	$4,000	$4,000	$4,000	$4,000	$4,000	$4,000	$4,000	$48,000
Sales Tax	$2,564	$5,065	$2,564	$2,564	$4,514	$2,564	$2,564	$4,189	$2,564	$2,564	$2,564	$2,564	$36,849
Software	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Tenant Improvement	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Telephone Expense & Internet	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Trash removal	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Utility Deposit	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
U.S. Trustee	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Water & Sewer	$400	$400	$400	$400	$400	$400	$400	$400	$400	$400	$400	$400	$4,800
CREDITOR PAYMENTS:													
TD Bank (Interest only in 2013)	$33,344	$33,344	$33,344	$33,344	$33,344	$33,344	$33,344	$33,344	$33,344	$33,344	$33,344	$33,344	$400,133
Income Tax Payments (S-Corp)	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Administrative Claims													
Appraisal Fee													$0
Legal													$0
CPA				$7,000									$7,000
Consulting CFO													$0
Real Estate Tax Amort. Payments	$1,528	$1,528	$1,528	$1,528	$1,528	$1,528	$1,528	$1,528	$1,528	$1,528	$1,528	$1,528	$18,335
Broker Fee													$0
Total Expense	$48,287	$50,647	$60,597	$55,986	$50,936	$51,486	$48,986	$50,611	$51,686	$48,986	$48,986	$51,486	$618,681
Net Cash Flow	$35,197	-$8,130	-$18,079	-$11,518	-$8,418	-$8,968	$20,157	-$8,093	-$9,168	-$6,468	-$3,368	-$8,968	-$35,825
Beginning Cash Balance	$48,905	$84,102	$75,973	$57,893	$46,375	$37,957	$28,989	$49,146	$41,052	$31,884	$25,416	$22,048	$48,905
Ending Cash Balance	$ 84,102	$ 75,973	$ 57,893	$ 46,375	$ 37,957	$ 28,989	$ 49,146	$ 41,052	$ 31,884	$ 25,416	$ 22,048	$ 13,080	$ 13,080

Exhibit "A" Disclosure Statement

EXHIBIT "B"

AIDA'S PARADISE, LLC
Case No. 6:12-bk-00189-KSJ

LIQUIDATION ANALYSIS

Asset	Estimated Liquidation Value as of January, 2013
Cash	$ 32,000.00[1]
Personal Property	$ 0.00[2]
Accounts Receivable	$ 15,000.00[3]
Real Property	$ 3,800,000.00[4]
TOTAL LIQUIDATION	$ 3,847,000.00
Secured Debt	$ 8,900,000.00
Administrative Chapter 7	$ 1,500.00[5]
Administrative Chapter 11	$ 35,000.00
Priority and Secured Tax Claims	$ 45,000.00
TOTAL DEBT	$ 8,981,500.00
AVAILABLE FOR GENERAL UNSECURED CREDITORS	$ 0.00

1 Cash is fully encumbered by TD Bank Lien
2 Restaurant Equipment is fully depreciated.
3 Rent Receivable is fully encumbered by TD Bank Lien.
4 Assumes fire-sale liquidation of all I-Drive Properties.
5 Assumes "No asset" case.