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7 **IN THE UNITED STATES BANKRUPTCY COURT**
8 **FOR THE DISTRICT OF ARIZONA**

9 In re:
10
11 HISTORIC HABITATS/RUBI L.L.C.,
12 an Arizona Limited Liability Company,
13 Debtor.

Chapter 11 Proceedings
Case No. 4:18-bk-02635-BMW
**DISCLOSURE STATEMENT
REGARDING PLAN OF
REORGANIZATION DATED APRIL
30, 2018**

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Exhibit List

- Exhibit A- Plan of Reorganization**
- Exhibit B- Most Recent Operating Report**
- Exhibit C- Liquidation Analysis**
- Exhibit D- Effective Date Sources and uses of Cash**
- Exhibit E- Operating Financial Projection**

1 **I. INTRODUCTION**

2 This is the disclosure statement (the “Disclosure Statement”) in the chapter 11 case
3 of HISTORIC HABITATS/RUBI L.L.C. (the “Debtor”). This Disclosure Statement
4 contains information about the Debtor and describes the *Plan of Reorganization dated April*
5 *30, 2018* (the “Plan”) filed by the Debtor on March 21, 2018. A full copy of the Plan is
6 attached to this Disclosure Statement as **Exhibit A**. Your rights may be affected. The
7 proposed distributions under the Plan are discussed at pages 9-10 of this Disclosure
8 Statement. You should read the Plan and this Disclosure Statement carefully and discuss
9 them with your attorney. If you do not have an attorney, you may wish to consult one.

10 **A. Purpose of This Document**

11 This Disclosure Statement describes:

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

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

26

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

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

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

7 The hearing at which the Court will determine whether confirmation of the Plan will
8 take place on _____, **2018** at _____ a.m./p.m in **Courtroom 446**, at the
9 **United States Bankruptcy Court for the District of Arizona, Tucson Division, 38 South
10 Scott Avenue, Tucson, Arizona 85701.**

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

12 If you are entitled to vote to accept or reject the plan, vote on the enclosed ballot and
13 return the ballot in the enclosed envelope to Kasey C. Nye, Lawyer PLLC, 1661 N. Swan
14 Road, Suite 238, Tucson, AZ 85712, or by email to knye@kcnylelaw.com. See section
15 IV(A) below for a discussion of voting eligibility requirements.

16 Your ballot must be received by _____, **2018** or it will not be counted.

17 **3. Deadline For Objecting to the Confirmation of the Plan**

18 Objections to the confirmation of the Plan must be filed with the Court and served
19 upon the Counsel for the Debtor Kasey C. Nye, Lawyer PLLC, 1661 N. Swan Road, Suite
20 238, Tucson, AZ 85712, or by email to knye@kcnylelaw.com by _____, **2018**.

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

22 If you want additional information about the Plan, you should contact Colin Reilly
23 or Rob Reilly care of Kasey C. Nye, Lawyer PLLC, 1661 N. Swan Road, Suite 238, Tucson,
24 AZ 85712.

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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.

II. BACKGROUND

A. Description and History of the Debtor’s Business

The Debtor was formed in May 2005 by Susan V. Cassidy and Thomas J. Cassidy for the purpose of holding and leasing the Rubi Mansion located at 175 E 12th St Tucson, AZ. After having listed the property for sale since 2013, the Cassidys were eventually unable to supplement the Debtor’s mortgage payments. The mortgage lender on the 175 E 12th Street property recorded a Notice of Trustee’s Sale on January 10, 2018.

In March of 2018 Dodge Capital LLC purchased the membership interests in the Debtor and appointed Colin Reilly and Rob Reilly as managers (collectively the “Managers”). Susan and Thomas Cassidy no longer hold any interest in the Debtor whatsoever. Rob and Colin Reilly, are brothers that through various affiliate organization specialize in acquiring, renovating, leasing and selling single family residences that are in foreclosure or pre-foreclosure. Currently through their various entities, the Managers own over 100 rental homes in the Tucson metro area.

After acquiring the Debtor, the Managers caused it to acquire title to a portfolio of seven (7) additional single-family residences. Each residence was acquired for purposes of restructuring the loan, renovating and holding as an income-property. As of the petition date, the Debtor owned the following properties:

Property Address	Creditor	Scheduled Value	Scheduled Claim
5971 E 29th St, Tucson, AZ	US Bank Home Mortgage	\$47,950.00	\$136,127.63
6318 E Calle Pegaso Tucson, AZ	Wells Fargo Home Mortgage	\$79,500.00	\$147,305.57
13959 N Eddington Place Tucson, AZ	Bank of America	\$215,340.00	\$389,601.69
2160 S Ilios Place Tucson, AZ	Roundpoint Mortgage Servicing	\$99,650.00	\$170,000.00
8426 S Gupta Dr. Tucson, AZ	Loancare LLC	\$118,900.00	\$205,804.90
3514 W Ethan Crossing Tucson AZ	US Bank Home Mortgage	\$119,800.00	\$165,828.65
6549 N Shadow Bluff Tucson, AZ	Ditech Financial	\$178,720.00	\$257,628.00
175 E 12th St Tucson, AZ	Wells Fargo Home Mortgage	\$405,600.00	\$724,011.95

B. Insiders of the Debtor

The only insiders of the Debtor are Rob Reilly and Colin Reilly. No insider has received any salary from the Debtor in the two (2) years prior to filing this case. Nor has either insider received any compensation during the Reorganization Case.

C. Management of the Debtor Before and During the Bankruptcy

During the two years prior to the date on which the bankruptcy petition was filed, the officers, directors, managers or other persons in control of the Debtor (collectively the “Managers”) were Susan V. Cassidy and Thomas J. Cassidy.

The Managers of the Debtor during the Debtor’s chapter 11 case are Rob Reilly and Colin Reilly.

After the effective date of the order confirming the Plan, the directors, officers, and voting trustees of the Debtor, any affiliate of the Debtor participating in a joint Plan with the Debtor, or successor of the Debtor under the Plan (collectively the “Post Confirmation Managers”), will be: Rob Reilly and Colin Reilly. The responsibilities and compensation of these Post Confirmation Managers are described in section III(D)(3) of this Disclosure Statement.

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D. Events Leading to Chapter 11 Filing

The triggering event for this Chapter 11 case was the pending trustee’s sale for the property located at 13959 N Eddington Place Tucson, AZ. Each property was underwater, and the previous homeowners were unable to sell their property or were unable to get an agreement from their respective mortgage lenders on a short sale.

E. Significant Events During the Bankruptcy Case

The following are the significant events in the Debtor’s bankruptcy case:

- Kasey C. Nye, Lawyer PLLC was appointed counsel for the debtor in possession.

F. Projected Recovery of Avoidable Transfers.

The Debtor is not aware of any transfers of assets out of the Debtor whatsoever in the two years prior to filing this Reorganization.

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

In the last several years the Debtor has been unable to rent or sell the property located at 175 E 12th Street, Tucson, AZ. The Debtor has had no income. The Debtor’s balance sheet changed significantly with the acquisition of assets in the month prior to this Reorganization being filed. The most recent post-petition operating report filed since the commencement of the Debtor’s bankruptcy case is attached hereto in Exhibit B.

1 **III. SUMMARY OF THE PLAN OF REORGANIZATION AND TREATMENT**
2 **OF CLAIMS AND EQUITY INTERESTS**

3 **A. What is the Purpose of the Plan of Reorganization?**

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

8 **B. Unclassified Claims**

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

14 **1. Administrative Expenses**

15 Administrative expenses are costs or expenses of administering the Debtor's chapter
16 11 case which are allowed under § 507(a)(2) of the Code. Administrative expenses also
17 include the value of any goods sold to the Debtor in the ordinary course of business and
18 received within 20 days before the date of the bankruptcy petition. The Code requires that
19 all administrative expenses be paid on the effective date of the Plan, unless a particular
20 claimant agrees to a different treatment. The following chart lists the Debtor's estimated
21 administrative expenses, and their proposed treatment under the Plan:

22

Type	Estimated Amount Owed	Proposed Treatment
Expenses Arising in the Ordinary Course of Business After the Petition Date	\$0.00	Paid in full on the effective date of the Plan, or per terms of the obligation, if later.

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The Value of Goods Received in the Ordinary Course of Business Within 20 Days Before the Petition Date	\$0.00	Paid in full on the effective date of the Plan, or per terms of obligation, if later.
Professional Fees, as approved by the Court.	\$ 25,000 ¹	Paid in full on the effective date of the Plan, or per separate written agreement, or according to court order if such fees have not been approved by the Court on the effective date of the Plan.
Office of the U.S. Trustee Fees	\$975	Paid in full on the effective date of the Plan
Clerk's Office Fees	\$0.00	Paid in full on the effective date of the Plan
Other administrative expenses	\$0.00	Paid in full on the effective date of the Plan or per separate written agreement
TOTAL	\$25,975	

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 Debtor estimates that there are no Priority Tax Claims owed.

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

¹ Assumes some litigation around Confirmation.

1 the Bankruptcy Code. If the value of the collateral or setoffs securing the creditor's claim
2 is less than the amount of the creditor's allowed claim, the deficiency will be classified as
3 a general unsecured claim. The following lists all classes containing Debtor's secured
4 prepetition claims and their proposed treatment under the Plan:

5 Section 1.01 Class 2. Claims Secured by Deed(s) of Trust on 5791 E 29th Street,
6 Tucson, AZ 85713.

7 (a) Description. Class 2 consists of the claims to the extent allowed under Code § 506
8 arising from that certain loan from July 2014 and secured by that certain Deed of
9 Trust and Assignment of Rents Recorded July 2, 2014 at SEQUENCE
10 20141830455 in the records of Pima County Arizona encumbering the real
11 property and improvements located at 5791 E 29th Street, Tucson, AZ 85713, Tax
12 parcel ID # 131-08-2150, and legally described:

13 SAN PAULO VILLAGE LOT 20 BLK 10

14 (b) Allowance. Unless the holder of the Class 2 claim elects to be treated as fully
15 secured under Code § 1111(b), the Class 2 claim will be allowed in the amount of
16 \$47,950.00 or such other amount as the court determines under Code § 506. Any
17 other amounts owed under the July 2014 loan will be classified as a general
18 unsecured claim.

19 (c) Treatment. Class 2 is impaired by this Plan.

20 (i) Standard Treatment. Unless the holder of the Class 2 claim elects to be treated as
21 fully secured under Code §1111(b), the holder of the allowed Class 2 Claim will
22 be paid in full plus interest at 4.125% per annum (or such other rate as the Court
23 determines appropriate under Code § 1129(b)(2)(A)) on the following schedule:
24 Beginning the first-day of the first calendar month occurring more than 30 days
25 after the Effective Date, the Debtor will make monthly payments of principal and
26 interest, based on a 40-year amortization schedule. In addition to monthly

1 principal and interest payments, the Debtor will pay property tax and insurance
2 escrow deposits to the holder of the allowed Class 2 Claim. The holder of the
3 allowed Class 2 Claim must use all such escrow deposits to pay the property taxes
4 and insurance on the Class 2 property as had been done on the original loan. The
5 holder of the allowed Class 2 Claim will retain its lien pursuant to the terms of its
6 Deed of Trust, except that the terms of such Deed of Trust, and all pre-bankruptcy
7 loan documents will be deemed modified to substitute the Debtor as the borrower,
8 maker or trustor for the original borrower(s), to incorporate the new maturity date
9 and modified repayment terms, and any and all defaults arising prior to the
10 Effective Date will be deemed cured or waived.

11 (ii) 1111(b) Treatment. If, and only if, the holder of the allowed Class 2 Claim elects
12 to be treated as fully secured under § 1111(b), then the allowed Class 2 claim will
13 be paid in 468 equal monthly payments, or such monthly payment amount as will
14 ensure a present value equal to the present value of its collateral. Notwithstanding
15 any provision to the contrary in the Deed of Trust securing the Class 2 Claim, any
16 time between 60 and 180 months after the Effective Date, the Reorganized Debtor
17 may transfer the 29th St. Property subject to the Liens, but only if (a) the
18 Reorganized Debtor is not in default under the repayment terms of this Plan, (b)
19 the Reorganized Debtor or the transferee pays the holder of the Class 2 Claim a
20 transfer fee equal to 1% of the then outstanding principal balance of the Class 2
21 Claim at closing of the transfer, and (c) the holder of the Class 2 Claim approves
22 that transferee, which approval may only be reasonably withheld based upon the
23 financial qualifications of the transferee.

24 Section 1.02 Class 3- Claims Secured by Deed(s) of Trust on 3514 W Ethan Crossing,
25 Tucson, AZ.

26 (a) Description. Class 3 consists of the claims to the extent allowed under Code § 506

1 arising from that certain loan from March 2015 and secured by that certain Deed of
2 Trust and Assignment of Rents Recorded March 16, 2015 SEQUENCE
3 20150750068 in the records of Pima County Arizona encumbering the real
4 property and improvements located at 3514 W Ethan Crossing, Tucson, AZ, Tax
5 parcel ID # 101-23-3860, and legally described:

6 CROSSINGS AT RIVERBEND LOT 0026

7 (b) Allowance. Unless the holder of the Class 3 claim elects to be treated as fully
8 secured under Code § 1111(b), the Class 3 claim will be allowed in the amount of
9 \$119,800.00 or such other amount as the court determines under Code § 506. Any
10 other amounts owed under the March 2015 loan will be classified as a general
11 unsecured claim.

12 (c) Treatment. Class 3 is impaired by this Plan.

13 (i) Standard Treatment. The holder of the allowed Class 3 Claim will be paid in full
14 plus interest at 4.125% per annum (or such other rate as the Court determines
15 appropriate under Code § 1129(b)(2)(A)) on the following schedule: Beginning
16 the first-day of the first calendar month occurring more than 30 days after the
17 Effective Date, the Debtor will make monthly payments of principal and interest,
18 based on a 40-year amortization schedule. In addition to monthly principal and
19 interest payments, the Debtor will pay property tax and insurance escrow deposits
20 to the holder of the allowed Class 3 Claim. The holder of the allowed Class 3
21 Claim must use all such escrow deposits to pay the property taxes and insurance
22 on the Class 3 property as had been done on the original loan. The holder of the
23 allowed Class 3 Claim will retain its lien pursuant to the terms of its Deed of
24 Trust, except that the terms of such Deed of Trust, and all pre-bankruptcy loan
25 documents will be deemed modified to substitute the Debtor as the borrower,
26 maker or trustor for the original borrower(s), to incorporate the new maturity date

1 and modified repayment terms, and any and all defaults arising prior to the
2 Effective Date will be deemed cured or waived.

3 (ii) 1111(b) Treatment. If, and only if, the holder of the allowed Class 3 Claim elects
4 to be treated as fully secured under § 1111(b), then the allowed Class 3 claim will
5 be paid in 468 equal monthly payments, or such monthly payment amount as will
6 ensure a present value equal to the present value of its collateral. Notwithstanding
7 any provision to the contrary in the Deed of Trust securing the Class 3 Claim, any
8 time between 60 and 180 months after the Effective Date, the Reorganized Debtor
9 may transfer the Ethan Crossing Property subject to the Liens, but only if (a) the
10 Reorganized Debtor is not in default under the repayment terms of this Plan, (b)
11 the Reorganized Debtor or the transferee pays the holder of the Class 3 Claim a
12 transfer fee equal to 1% of the then outstanding principal balance of the Class 3
13 Claim at closing of the transfer, and (c) the holder of the Class 3 Claim approves
14 that transferee, which approval may only be reasonably withheld based upon the
15 financial qualifications of the transferee.

16 Section 1.03 Class 4- Claims Secured by Deed(s) of Trust on 6318 E Calle Pegaso,
17 Tucson, AZ.

18 (a) Description. Class 4 consists of the claims to the extent allowed under Code § 506
19 arising from that certain loan dated April 2006 and secured by that certain Deed of
20 Trust and Assignment of Rents Recorded April 24, 2006 at DOCKET 12789
21 PAGE 1814, SEQUENCE 20060780473 in the records of Pima County Arizona
22 and that certain 2nd position secured by that certain Deed of Trust and Assignment
23 of Rents Recorded: April 24, 2006 at DOCKET 12789 PAGE 1833, SEQUENCE
24 20060780474 in the records of Pima County Arizona each encumbering the real
25 property and improvements located at 6318 E Calle Pegaso, Tucson, AZ, Tax
26

1 parcel ID # 135-05-1280, and legally described:

2 TERRA DEL SOL LOT 3 BLK 37

3 (b) Allowance. Unless the holder of the Class 4 claim elects to be treated as fully
4 secured under Code § 1111(b), the Class 4 claim will be allowed in the amount of
5 \$79,500.00 or such other amount as the court determines under Code § 506. Any
6 other amounts owed under the April 2006 loan will be classified as a general
7 unsecured claim.

8 (c) Treatment. Class 4 is impaired by this Plan.

9 (i) Standard Treatment. The holder of the allowed Class 4 Claim will be paid in full
10 plus interest at 4.125% per annum (or such other rate as the Court determines
11 appropriate under Code § 1129(b)(2)(A)) on the following schedule: Beginning
12 the first-day of the first calendar month occurring more than 30 days after the
13 Effective Date, the Debtor will make monthly payments of principal and interest,
14 based on a 40-year amortization schedule. In addition to monthly principal and
15 interest payments, the Debtor will pay property tax and insurance escrow deposits
16 to the holder of the allowed Class 4 Claim. The holder of the allowed Class 4
17 Claim must use all such escrow deposits to pay the property taxes and insurance
18 on the Class 4 property as had been done under the original loan. The holder of
19 the allowed Class 4 Claim will retain its lien pursuant to the terms of its Deed of
20 Trust, except that the terms of such Deed of Trust, and all pre-bankruptcy loan
21 documents will be deemed modified to substitute the Debtor as the borrower,
22 maker or trustor for the original borrower(s), to incorporate the new maturity date
23 and modified repayment terms, and any and all defaults arising prior to the
24 Effective Date will be deemed cured or waived.

25 (ii) 1111(b) Treatment. If, and only if, the holder of the allowed Class 4 Claim elects
26 to be treated as fully secured under § 1111(b), then the allowed Class 4 claim will

1 be paid in 468 equal monthly payments, or such monthly payment amount as will
2 ensure a present value equal to the present value of its collateral. Notwithstanding
3 any provision to the contrary in the Deed of Trust securing the Class 4 Claim, any
4 time between 60 and 180 months after the Effective Date, the Reorganized Debtor
5 may transfer the Calle Pegaso Property subject to the Liens, but only if (a) the
6 Reorganized Debtor is not in default under the repayment terms of this Plan, (b)
7 the Reorganized Debtor or the transferee pays the holder of the Class 4 Claim a
8 transfer fee equal to 1% of the then outstanding principal balance of the Class 4
9 Claim at closing of the transfer, and (c) the holder of the Class 4 Claim approves
10 that transferee, which approval may only be reasonably withheld based upon the
11 financial qualifications of the transferee.

12 Section 1.04 Class 5- Claims Secured by Deed(s) of Trust on 175 E 12th St, Tucson, AZ.

13 (a) Description. Class 5 consists of the claims to the extent allowed under Code § 506
14 arising from that certain loan dated March 2007 and secured by that certain Deed
15 of Trust and Assignment of Rents Recorded March 21, 2007 at DOCKET 13016
16 PAGE 5078, SEQUENCE 20070551609 in the records of Pima County Arizona
17 encumbering the real property and improvements located at 175 E 12th St, Tucson,
18 AZ, Tax parcel ID # 117-17-0190, and legally described:

19 TUCSON LOT 15 BLK 256

20 (b) Allowance. Unless the holder of the Class 5 claim elects to be treated as fully
21 secured under Code § 1111(b), the Class 5 claim will be allowed in the amount of
22 \$405,000.00 or such other amount as the court determines under Code § 506. Any
23 other amounts owed under the March 2007 loan will be classified as a general
24 unsecured claim.

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1 (c) Treatment. Class 5 is impaired by this Plan.

2 (i) Standard Treatment. The holder of the allowed Class 5 Claim will be paid in full
3 plus interest at 4.125% per annum (or such other rate as the Court determines
4 appropriate under Code § 1129(b)(2)(A)) on the following schedule: Beginning
5 the first-day of the first calendar month occurring more than 30 days after the
6 Effective Date, the Debtor will make monthly payments of principal and interest,
7 based on a 40-year amortization schedule. In addition to monthly principal and
8 interest payments, the Debtor will pay property tax and insurance escrow deposits
9 to the holder of the allowed Class 5 Claim. The holder of the allowed Class 5
10 Claim must use all such escrow deposits to pay the property taxes and insurance
11 on the Class 5 property as had been done on the original loan. The holder of the
12 allowed Class 5 Claim will retain its lien pursuant to the terms of its Deed of
13 Trust, except that the terms of such Deed of Trust, and all pre-bankruptcy loan
14 documents will be deemed modified to substitute the Debtor as the borrower,
15 maker or trustor for the original borrower(s), to incorporate the new maturity date
16 and modified repayment terms, and any and all defaults arising prior to the
17 Effective Date will be deemed cured or waived.

18 (ii) 1111(b) Treatment. If, and only if, the holder of the allowed Class 5 Claim elects
19 to be treated as fully secured under § 1111(b), then the allowed Class 5 claim will
20 be paid in 468 equal monthly payments, or such monthly payment amount as will
21 ensure a present value equal to the present value of its collateral. Notwithstanding
22 any provision to the contrary in the Deed of Trust securing the Class 5 Claim, any
23 time between 60 and 180 months after the Effective Date, the Reorganized Debtor
24 may transfer the 12th Street Property subject to the Liens, but only if (a) the
25 Reorganized Debtor is not in default under the repayment terms of this Plan, (b)
26 the Reorganized Debtor or the transferee pays the holder of the Class 5 Claim a

1 transfer fee equal to 1% of the then outstanding principal balance of the Class 5
2 Claim at closing of the transfer, and (c) the holder of the Class 5 Claim approves
3 that transferee, which approval may only be reasonably withheld based upon the
4 financial qualifications of the transferee.

5 Section 1.05 Class 6- Claims Secured by Deed(s) of Trust on 13959 N Eddington Place,
6 Tucson, AZ.

7 (a) Description. Class 6 consists of the claims to the extent allowed under Code § 506
8 arising from that certain loan dated December 2006 and secured by that certain
9 Deed of Trust and Assignment of Rents Recorded December 4, 2006 at DOCKET
10 12943 PAGE 2801, SEQUENCE 20062320709 in the records of Pima County
11 Arizona encumbering the real property and improvements located at 13959 N
12 Eddington Place, Tucson, AZ, Tax parcel ID # 219-20-0710, and legally described:

13 RANCHO VISTOSO NEIGHBORHOOD 5 PARCEL C LOT 19

14 (b) Allowance. Unless the holder of the Class 6 claim elects to be treated as fully
15 secured under Code § 1111(b), the Class 6 claim will be allowed in the amount of
16 \$215,340.00 or such other amount as the court determines under Code § 506. Any
17 other amounts owed under the December 2006 loan will be classified as a general
18 unsecured claim.

19 (c) Treatment. Class 6 is impaired by this Plan.

20 (i) Standard Treatment. The holder of the allowed Class 6 Claim will be paid in full
21 plus interest at 4.125% per annum (or such other rate as the Court determines
22 appropriate under Code § 1129(b)(2)(A)) on the following schedule: Beginning
23 the first-day of the first calendar month occurring more than 30 days after the
24 Effective Date, the Debtor will make monthly payments of principal and interest,
25 based on a 40-year amortization schedule. In addition to monthly principal and
26 interest payments, the Debtor will pay property tax and insurance escrow deposits

1 to the holder of the allowed Class 6 Claim. The holder of the allowed Class 6
2 Claim must use all such escrow deposits to pay the property taxes and insurance
3 on the Class 6 property as had been done under the original loan. The holder of
4 the allowed Class 6 Claim will retain its lien pursuant to the terms of its Deed of
5 Trust, except that the terms of such Deed of Trust, and all pre-bankruptcy loan
6 documents will be deemed modified to substitute the Debtor as the borrower,
7 maker or trustor for the original borrower(s), to incorporate the new maturity date
8 and modified repayment terms, and any and all defaults arising prior to the
9 Effective Date will be deemed cured or waived.

10 (ii) 1111(b) Treatment. If, and only if, the holder of the allowed Class 6 Claim elects
11 to be treated as fully secured under § 1111(b), then the allowed Class 6 claim will
12 be paid in 468 equal monthly payments, or such monthly payment amount as will
13 ensure a present value equal to the present value of its collateral. Notwithstanding
14 any provision to the contrary in the Deed of Trust securing the Class 6 Claim, any
15 time between 60 and 180 months after the Effective Date, the Reorganized Debtor
16 may transfer the Eddington Place Property subject to the Liens, but only if (a) the
17 Reorganized Debtor is not in default under the repayment terms of this Plan, (b)
18 the Reorganized Debtor or the transferee pays the holder of the Class 6 Claim a
19 transfer fee equal to 1% of the then outstanding principal balance of the Class 6
20 Claim at closing of the transfer, and (c) the holder of the Class 6 Claim approves
21 that transferee, which approval may only be reasonably withheld based upon the
22 financial qualifications of the transferee.

23 Section 1.06 Class 7- Claims Secured by Deed(s) of Trust on 2160 S Ilios Place, Tucson,
24 AZ.

25 (a) Description. Class 7 consists of the claims to the extent allowed under Code § 506
26 arising from that certain loan from November, 2012 and secured by that certain

1 Deed of Trust and Assignment of Rents Recorded November 7, 2012 at
2 SEQUENCE 20123121090 in the records of Pima County Arizona encumbering
3 the real property and improvements located at 2160 S Ilios Place, Tucson, AZ, Tax
4 parcel ID # 118-06-2440, and legally described:

5 REGALO DEL SOL ESTATES LOT 0001

6 (b) Allowance. Unless the holder of the Class 7 claim elects to be treated as fully
7 secured under Code § 1111(b), the Class 7 claim will be allowed in the amount of
8 \$99,650.00 or such other amount as the court determines under Code § 506. Any
9 other amounts owed under the December 2006 loan will be classified as a general
10 unsecured claim.

11 (c) Treatment. Class 7 is impaired by this Plan.

12 (i) Standard Treatment. The holder of the allowed Class 7 Claim will be paid in full
13 plus interest at 4.125% per annum (or such other rate as the Court determines
14 appropriate under Code § 1129(b)(2)(A)) on the following schedule: Beginning
15 the first-day of the first calendar month occurring more than 30 days after the
16 Effective Date, the Debtor will make monthly payments of principal and interest,
17 based on a 40-year amortization schedule. In addition to monthly principal and
18 interest payments, the Debtor will pay property tax and insurance escrow deposits
19 to the holder of the allowed Class 7 Claim. The holder of the allowed Class 7
20 Claim must use all such escrow deposits to pay the property taxes and insurance
21 on the Class 7 property as had been done under the original loan. The holder of
22 the allowed Class 7 Claim will retain its lien pursuant to the terms of its Deed of
23 Trust, except that the terms of such Deed of Trust, and all pre-bankruptcy loan
24 documents will be deemed modified to substitute the Debtor as the borrower,
25 maker or trustor for the original borrower(s), to incorporate the new maturity date
26 and modified repayment terms, and any and all defaults arising prior to the

1 Effective Date will be deemed cured or waived.

2 (ii) 1111(b) Treatment. If, and only if, the holder of the allowed Class 7 Claim elects
3 to be treated as fully secured under § 1111(b), then the allowed Class 7 claim will
4 be paid in 468 equal monthly payments, or such monthly payment amount as will
5 ensure a present value equal to the present value of its collateral. Notwithstanding
6 any provision to the contrary in the Deed of Trust securing the Class 7 Claim, any
7 time between 60 and 180 months after the Effective Date, the Reorganized Debtor
8 may transfer the Ilios Place Property subject to the Liens, but only if (a) the
9 Reorganized Debtor is not in default under the repayment terms of this Plan, (b)
10 the Reorganized Debtor or the transferee pays the holder of the Class 7 Claim a
11 transfer fee equal to 1% of the then outstanding principal balance of the Class 7
12 Claim at closing of the transfer, and (c) the holder of the Class 7 Claim approves
13 that transferee, which approval may only be reasonably withheld based upon the
14 financial qualifications of the transferee.

15 Section 1.07 Class 8- Claims Secured by Deed(s) of Trust on 8426 South Gupta Drive,
16 Tucson, AZ.

17 (a) Description. Class 8 consists of the claims to the extent allowed under Code § 506
18 arising from that certain loan May 2007 and secured by that certain Deed of Trust
19 and Assignment of Rents Recorded May 29, 2007 at DOCKET 13064, PAGE
20 6878, SEQUENCE 20071031225 in the records of Pima County Arizona, and
21 Modification Agreement recorded February 4, 2016 encumbering the real property
22 and improvements located at 8426 South Gupta Drive, Tucson, AZ, Tax parcel ID
23 # 141-33-0820, and legally described:

24 EMPIRE HEIGHTS LOT 82

25 (b) Allowance. Unless the holder of the Class 8 claim elects to be treated as fully
26 secured under Code § 1111(b), the Class 8 claim will be allowed in the amount of

1 \$118,900.00 or such other amount as the court determines under Code § 506. Any
2 other amounts owed under the December 2006 loan will be classified as a general
3 unsecured claim.

4 (c) Treatment. Class 8 is impaired by this Plan.

5 (i) Standard Treatment. The holder of the allowed Class 8 Claim will be paid in full
6 plus interest at 4.125% per annum (or such other rate as the Court determines
7 appropriate under Code § 1129(b)(2)(A)) on the following schedule: Beginning
8 the first-day of the first calendar month occurring more than 30 days after the
9 Effective Date, the Debtor will make monthly payments of principal and interest,
10 based on a 40-year amortization schedule. In addition to monthly principal and
11 interest payments, the Debtor will pay property tax and insurance escrow deposits
12 to the holder of the allowed Class 8 Claim. The holder of the allowed Class 8
13 Claim must use all such escrow deposits to pay the property taxes and insurance
14 on the Class 8 property as had been done under the original loan. The holder of
15 the allowed Class 8 Claim will retain its lien pursuant to the terms of its Deed of
16 Trust, except that the terms of such Deed of Trust, and all pre-bankruptcy loan
17 documents will be deemed modified to substitute the Debtor as the borrower,
18 maker or trustor for the original borrower(s), to incorporate the new maturity date
19 and modified repayment terms, and any and all defaults arising prior to the
20 Effective Date will be deemed cured or waived.

21 (ii) 1111(b) Treatment. If, and only if, the holder of the allowed Class 8 Claim elects
22 to be treated as fully secured under § 1111(b), then the allowed Class 8 claim will
23 be paid in 468 equal monthly payments, or such monthly payment amount as will
24 ensure a stream of payments with a present value equal to the present value of its
25 collateral. Notwithstanding any provision to the contrary in the Deed of Trust
26 securing the Class 8 Claim, any time between 60 and 180 months after the

1 Effective Date, the Reorganized Debtor may transfer the Gupta Property subject
2 to the Liens, but only if (a) the Reorganized Debtor is not in default under the
3 repayment terms of this Plan, (b) the Reorganized Debtor or the transferee pays
4 the holder of the Class 8 Claim a transfer fee equal to 1% of the then outstanding
5 principal balance of the Class 8 Claim at closing of the transfer, and (c) the holder
6 of the Class 8 Claim approves that transferee, which approval may only be
7 reasonably withheld based upon the financial qualifications of the transferee.

8 Section 1.08 Class 9- Claims Secured by Deed(s) of Trust on 6549 N Shadow Bluff,
9 Tucson, AZ.

10 (a) Description. Class 9 consists of the claims to the extent allowed under Code § 506
11 arising from that certain loan dated November 2006 and secured by Deed of Trust
12 and Assignment of Rents Recorded November 7, 2006 at DOCKET 12926 PAGE
13 4415, SEQUENCE 20062150839 in the records of Pima County Arizona
14 encumbering the real property and improvements located at 6549 N Shadow Bluff,
15 Tucson, AZ, Tax parcel ID # 102-02-8870, and legally described:

16 RANCHO ARBOLEDA LOT 0034

17 (b) Allowance. Unless the holder of the Class 9 claim elects to be treated as fully
18 secured under Code § 1111(b), the Class 9 claim will be allowed in the amount of
19 \$178,720.00 or such other amount as the court determines under Code § 506. Any
20 other amounts owed under the December 2006 loan will be classified as a general
21 unsecured claim.

22 (c) Treatment. Class 9 is impaired by this Plan.

23 (i) Standard Treatment. The holder of the allowed Class 9 Claim will be paid in full
24 plus interest at 4.125% per annum (or such other rate as the Court determines
25 appropriate under Code § 1129(b)(2)(A)) on the following schedule: Beginning
26 the first-day of the first calendar month occurring more than 30 days after the

1 Effective Date, the Debtor will make monthly payments of principal and interest,
2 based on a 40-year amortization schedule. In addition to monthly principal and
3 interest payments, the Debtor will pay property tax and insurance escrow deposits
4 to the holder of the allowed Class 9 Claim. The holder of the allowed Class 9
5 Claim must use all such escrow deposits to pay the property taxes and insurance
6 on the Class 9 property as had been done under the original loan. The holder of
7 the allowed Class 9 Claim will retain its lien pursuant to the terms of its Deed of
8 Trust, except that the terms of such Deed of Trust, and all pre-bankruptcy loan
9 documents will be deemed modified to substitute the Debtor as the borrower,
10 maker or trustor for the original borrower(s), to incorporate the new maturity date
11 and modified repayment terms, and any and all defaults arising prior to the
12 Effective Date will be deemed cured or waived.

13 (ii) 1111(b) Treatment. If, and only if, the holder of the allowed Class 9 Claim elects
14 to be treated as fully secured under § 1111(b), then the allowed Class 9 claim will
15 be paid in 468 equal monthly payments, or such monthly payment amount as will
16 ensure a stream of payments with a present value equal to the present value of its
17 collateral. Notwithstanding any provision to the contrary in the Deed of Trust
18 securing the Class 9 Claim, any time between 60 and 180 months after the
19 Effective Date, the Reorganized Debtor may transfer the Shadow Bluff Property
20 subject to the Liens, but only if (a) the Reorganized Debtor is not in default under
21 the repayment terms of this Plan, (b) the Reorganized Debtor or the transferee
22 pays the holder of the Class 9 Claim a transfer fee equal to 1% of the then
23 outstanding principal balance of the Class 9 Claim at closing of the transfer, and
24 (c) the holder of the Class 9 approves that transferee, which approval may only be
25 reasonably withheld based upon the financial qualifications of the transferee.
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1 Section 1.09 Class 10- Claims Secured by 2011 Zone Spark VIN ending 0020.

2 (a) Description. Class 10 consists of the claims, to the extent allowed under Code §
3 506, purchase money loan secured by that certain 2011 Zone Spark VIN ending
4 0020. As of the Petition Date, the Debtor estimates the Class 10 creditor was owed
5 \$5000.

6 (b) Treatment. Class 10 is impaired by this Plan. The holder of the allowed Class 10
7 Claim will be paid in full plus interest at 4.125% per annum (or such other rate as
8 the Court determines appropriate under Code § 1129(b)(2)(A)) on the following
9 schedule: Beginning the first-day of the first calendar month occurring more than
10 30 days after the Effective Date, the Debtor will make monthly payments of
11 principal and interest, based on a 5-year amortization schedule. The holder of the
12 allowed Class 10 Claim will retain its lien pursuant to the terms of its original loan,
13 except that the terms of such loan, and all pre-bankruptcy loan documents will be
14 deemed modified to incorporate the new maturity date and modified repayment
15 terms, and any and all defaults arising prior to the Effective Date will be deemed
16 cured or waived.

17 Section 1.10 Class 11-Secured Property Tax Claims.

18 (a) Description. Class 11 consists of the allowed claims of the Pima County Treasurer
19 Secured Property Tax Claim held by the Pima County Treasurer to the extent
20 allowed as a secured claim under § 506 of the Code.

21 (b) Allowance. The Debtor does not believe any secured tax claims are owed.

22 (c) Treatment. Class 11 is not impaired by this Plan. The holder of the Allowed Class
23 11 Claim will be paid in equal monthly installments so that they are paid in full
24 within plus statutory interest within 60 months of the Petition Date. The Debtor
25 reserves the right to prepay the Class 11 claim at anytime on or after the effective
26 date. The holder of the allowed Class 11 Claim will retain its lien until paid in full.

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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 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:

Class 1. Class 1 includes all allowed claims entitled to priority under § 507 of the Code (except administrative expense claims under § 507(a)(2), and priority tax claims under § 507(a)(8)). Class 1 is unimpaired by this Plan, and each holder of a Class 1 Priority Claim will be paid in full, in cash, upon the later of the effective date of this Plan, or the date on which such claim is allowed by a final non-appealable order. The Debtor does not believe that there are any Class 1 claims so estimates \$0.00.

3. Classes 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 12 which governs general unsecured claims against the Debtor:

Class 12. Class 12 is impaired. Holders of allowed Class 12 claims will be paid a pro rata share of the annual distributions from the Unsecured Claim Fund each April 15th until the earlier of (1) the date all unsecured creditors are paid in full, or (2) April 15, 2024. So long as holders of Allowed Class 12 claims are entitled to payments under the Plan, the Reorganized Debtor must provide each holder of an allowed Class 12 Claim a reviewed annual financial statement prepared in accordance with GAAP, describing, among other things, how Net Distributable Profits were calculated and any distributions the preceding calendar year to Class 13 Equity Interest Holders on account of capital paid into the Debtor on or after the Plan Effective Date.

1 The plan defines Net Distributable Profits as net profit after tax plus net proceeds
2 from the sale of any assets, plus net proceeds from any litigation, plus net proceeds from
3 any insurance claims, less funds reserved for taxes and working capital sufficient to pay 3
4 months operating expenses.

5 **4. Classes of Equity Interest Holders**

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

12 Under the Plan Class 13 governs the claims of equity interest holders:

13 Class 13. Class 13 is impaired. Class 13 is impaired by this Plan. Holders of
14 allowed Class 13 Interests will receive nothing on account of those interests unless such
15 holder of a Class 13 Interest contributes cash, or the equivalent of cash, on the Effective
16 Date with a value at least equal to 10% of the cumulative value of all unsecured claims.

17 **D. Implementation of the Plan.**

18 **1. Sources of Payments**

19 Payments and distributions under the Plan will be funded by the following: the
20 Equity Contribution of the Class 13 Equity Security Holders, Net income from Pre-
21 confirmation rentals, and Net Income from post-confirmation rents or sales of properties.
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2. Post-Confirmation Operations

The Debtor will renovate and lease it's the 8 properties. The Debtor will use a 3rd party management company with no affiliation with the Debtor or any insider.

3. Post-Confirmation Management

The Post-Confirmation Managers of the Debtor, and their compensation, will be as follows: Colin Reilly and Rob Reilly will continue to manage the Debtor post-confirmation. They will not be compensated for their management roles.

E. Executory Contracts and Unexpired Leases

The Plan provides that unless an order is entered assuming an executory contract under Code § 365 prior to the effective date, all pre-bankruptcy executory contracts will be deemed rejected. Counter parties to executory contracts that are deemed rejected will be required to file proofs of claim within 45 days of the effective date. The Debtor is not aware of any pre-bankruptcy executory contracts or leases. Post-petition it has been marketing some of the properties as rentals, but any post-bankruptcy leases will be unaffected by this provision.

F. 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;

- 1 • the Plan must distribute to each creditor and equity interest holder at least as
- 2 much as the creditor or equity interest holder would receive in a chapter 7
- 3 liquidation case, unless the creditor or equity interest holder votes to accept
- 4 the Plan; and,
- 5 • the Plan must be feasible.

6 These requirements are not the only requirements listed in § 1129, and they are not the only
7 requirements for confirmation.

8 **A. Who May Vote or Object**

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

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

15 In this case, the Plan Proponent believes that classes 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11,
16 12 and 13 are impaired and that holders of claims in each of these classes are therefore
17 entitled to vote to accept or reject the Plan. The Plan Proponent believes that no classes are
18 unimpaired and that holders of claims in each of these classes, therefore, do not have the
19 right to vote to accept or reject the Plan.

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

21 Only a creditor or equity interest holder with an allowed claim or an allowed equity
22 interest has the right to vote on the Plan. Generally, a claim or equity interest is allowed if
23 either (1) the Debtor has scheduled the claim on the Debtor's schedules, unless the claim
24 has been scheduled as disputed, contingent, or unliquidated, or (2) the creditor has filed a
25 proof of claim or equity interest, unless an objection has been filed to such proof of claim
26 or equity interest. When a claim or equity interest is not allowed, the creditor or equity

1 interest holder holding the claim or equity interest cannot vote unless the Court, after notice
2 and hearing, either overrules the objection or allows the claim or equity interest for voting
3 purposes pursuant to Rule 3018(a) of the Federal Rules of Bankruptcy Procedure.

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

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

9 **3. Who is Not Entitled to Vote**

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

- 12 • holders of claims and equity interests that have been disallowed by an order of the
13 Court;
- 14 • holders of other claims or equity interests that are not “allowed claims” or “allowed
15 equity interests” (as discussed above), unless they have been “allowed” for voting
16 purposes.
- 17 • holders of claims or equity interests in unimpaired classes;
- 18 • holders of claims entitled to priority pursuant to §§ 507(a)(2), (a)(3), and (a)(8) of
19 the Code; and
- 20 • holders of claims or equity interests in classes that do not receive or retain any value
21 under the Plan;
- 22 • administrative expenses.

23 ***EVEN IF YOU ARE NOT ENTITLED TO VOTE ON THE PLAN, YOU HAVE***
24 ***A RIGHT TO OBJECT TO THE CONFIRMATION OF THE PLAN.***

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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 a “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 “cramdown” 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.

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

3 **C. Liquidation Analysis**

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

8 **D. Feasibility**

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

12 **1. Ability to Initially Fund Plan**

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

17 **2. Ability to Make Future Plan Payments and Operate Without
18 Further Reorganization**

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

21 The Plan Proponent has provided projected financial information. Those projections
22 are listed in Exhibit D.

23 **YOU SHOULD CONSULT WITH YOUR ACCOUNTANT OR OTHER
24 FINANCIAL ADVISOR IF YOU HAVE ANY QUESTIONS PERTAINING TO
25 THESE PROJECTIONS.**

26

1 **V. EFFECT OF CONFIRMATION OF PLAN**

2 **A. Discharge of Debtor**

3 Discharge. On the effective date of the Plan, the Debtor shall be discharged from any
4 debt that arose before confirmation of the Plan, subject to the occurrence of the effective
5 date, to the extent specified in § 1141(d)(1)(A) of the Code, except that the Debtor shall not
6 be discharged of any debt (i) imposed by the Plan, (ii) of a kind specified in § 1141(d)(6)(A)
7 if a timely complaint was filed in accordance with Rule 4007(c) of the Federal Rules of
8 Bankruptcy Procedure, or (iii) of a kind specified in § 1141(d)(6)(B). After the effective
9 date of the Plan your claims against the Debtor will be limited to the debts described in
10 clauses (i) through (iii) of the preceding sentence.

11 **B. Modification of Plan**

12 The Plan Proponent may modify the Plan at any time before confirmation of the Plan.
13 However, the Court may require a new disclosure statement and/or revoting on the Plan.
14 The Plan Proponent may also seek to modify the Plan at any time after confirmation only if
15 (1) the Plan has not been substantially consummated and (2) the Court authorizes the
16 proposed modifications after notice and a hearing.

17 **C. Final Decree**

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

23 Respectfully Submitted this 14th day of May 2018.

24 HISTORIC HABITATS/RUBI LLC

25 By: /s/ Colin Reilly

Its: Authorized Representative

26 Plan Proponent

EXHIBIT A

Plan of Reorganization

1 KASEY C. NYE, LAWYER, PLLC
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2 Tucson, Arizona 85712
www.kcnyelaw.com
3 Phone: (520) 399-7361
4 Fax: (520) 413-2147
Email: knye@kcnyelaw.com

5 By: Kasey C. Nye, #20610
Counsel for Debtor
6

7 **IN THE UNITED STATES BANKRUPTCY COURT**
8 **FOR THE DISTRICT OF ARIZONA**

9 In re:
10 HISTORIC HABITATS/RUBI L.L.C.,
11 an Arizona Limited Liability Company,
12
13 Debtor.

Chapter 11 Proceedings

Case No. 4:18-bk-02635-BMW

**PLAN OF REORGANIZATION
DATED APRIL 30, 2018**

14 **Article I. SUMMARY OF PLAN**

15 This Plan of Reorganization (the “**Plan**”) under chapter 11 of the Bankruptcy Code
16 (the “**Code**”) proposes to pay creditors of HISTORIC HABITATS/RUBI L.L.C., an
17 Arizona Limited Liability Company, LLC, the debtor and debtor in possession (“**Debtor**”)
18 from an infusion of capital, cash flow from operations, sale of assets, litigation proceeds, or
19 other sources of future income.

20 This Plan provides for 10 classes of secured claims, and 2 classes of unsecured
21 claims. Unsecured creditors holding allowed claims will receive distributions, which the
22 proponent of this Plan has valued at approximately 3 cents on the dollar. This Plan also
23 provides for the payment of administrative and priority claims in full in accordance with
24 the Bankruptcy Code.

25 All creditors and equity security holders should refer to Articles III through VI of
26 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.)**

1 **Article II. CLASSIFICATION OF CLAIMS AND INTERESTS**

Class	Description of Class	Impaired (Y/N)	Entitled to Vote (Y/N)
1	All allowed claims entitled to priority under § 507 of the Code (except administrative expense claims under § 507(a)(2), and priority tax claims under § 507(a)(8)).	N	N
2	The claims secured by a deed of trust encumbering 5971 E 29th St, Tucson, AZ, to the extent allowed as a secured claim under § 506 of the Code.	Y	Y
3	The claims secured by a deed of trust encumbering 3514 W Ethan Crossing Tucson AZ, to the extent allowed as a secured claim under § 506 of the Code.	Y	Y
4	The claims secured by a deed of trust encumbering 6318 E Calle Pegaso Tucson, AZ, to the extent allowed as a secured claim under § 506 of the Code.	Y	Y
5	The claims secured by a deed of trust encumbering 175 E 12th St Tucson, AZ, to the extent allowed as a secured claim under § 506 of the Code.	Y	Y
6	The claims secured by a deed of trust encumbering 13959 N Eddington Place Tucson, AZ, to the extent allowed as a secured claim under § 506 of the Code.	Y	Y
7	The claims secured by a deed of trust encumbering 2160 S Ilios Place Tucson, AZ, to the extent allowed as a secured claim under § 506 of the Code.	Y	Y
8	The claims secured by a deed of trust encumbering 8426 S Gupta Dr. Tucson, AZ, to the extent allowed as a secured claim under § 506 of the Code.	Y	Y
9	The claims secured by a deed of trust encumbering 6549 N Shadow Bluff Tucson, AZ, to the extent allowed as a secured claim under § 506 of the Code.	Y	Y

10	The claims secured by a purchase money lien on that certain 2011 Zone Spark VIN ending0020, to the extent allowed as a secured claim under § 506 of the Code.	Y	Y
11	The allowed claims of the Pima County Treasurer Secured Property Tax Claim held by the Pima County Treasurer to the extent allowed as a secured claim under § 506 of the Code.	N	N
12	General Unsecured Claims all unsecured claims allowed under § 502 of the Code.	Y	Y
13	Equity Membership Interests	Y	Y

Article III. TREATMENT OF ADMINISTRATIVE EXPENSE CLAIMS, U.S. TRUSTEE'S FEES, AND PRIORITY TAX CLAIMS

Section 3.01 Unclassified Claims. Under section §1123(a)(1), administrative expense claims, and priority tax claims are not in classes.

Section 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.

Section 3.03 Priority Tax Claims. Each holder of a priority tax claim will be paid in equal monthly installments so that they are paid in full within plus statutory interest within 60 months of the Petition Date.

Section 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

Section 4.01 Class 1- Priority Claims.

(a) Description. Class 1 consists of all allowed claims entitled to priority under § 507 of the Code (except administrative expense claims under § 507(a)(2), and priority

1 tax claims under § 507(a)(8)).

- 2 (b) Treatment. Class 1 is unimpaired by this Plan, and each holder of a Class 1 Priority
3 Claim will be paid in full, in cash, upon the later of the effective date of this Plan,
4 or the date on which such claim is allowed by a final non-appealable order.

4 Section 4.02 Class 2. Claims Secured by Deed(s) of Trust on 5791 E 29th Street,
5 Tucson, AZ 85713.

- 6 (a) Description. Class 2 consists of the claims to the extent allowed under Code § 506
7 arising from that certain loan from July 2014 and secured by that certain Deed of
8 Trust and Assignment of Rents Recorded July 2, 2014 at SEQUENCE
20141830455 in the records of Pima County Arizona encumbering the real
9 property and improvements located at 5791 E 29th Street, Tucson, AZ 85713, Tax
10 parcel ID # 131-08-2150, and legally described:

11 SAN PAULO VILLAGE LOT 20 BLK 10

- 12 (b) Allowance. Unless the holder of the Class 2 claim elects to be treated as fully
13 secured under Code § 1111(b), the Class 2 claim will be allowed in the amount of
14 \$47,950.00 or such other amount as the court determines under Code § 506. Any
15 other amounts owed under the July 2014 loan will be classified as a general
16 unsecured claim.

- 17 (c) Treatment. Class 2 is impaired by this Plan.

- 18 (i) Standard Treatment. Unless the holder of the Class 2 claim elects to be treated as
19 fully secured under Code § 1111(b), the holder of the allowed Class 2 Claim will
20 be paid in full plus interest at 4.125% per annum (or such other rate as the Court
21 determines appropriate under Code § 1129(b)(2)(A)) on the following schedule:
22 Beginning the first-day of the first calendar month occurring more than 30 days
23 after the Effective Date, the Debtor will make monthly payments of principal and
24 interest, based on a 40-year amortization schedule. In addition to monthly
25 principal and interest payments, the Debtor will pay property tax and insurance
26 escrow deposits to the holder of the allowed Class 2 Claim. The holder of the
allowed Class 2 Claim must use all such escrow deposits to pay the property taxes
and insurance on the Class 2 property as had been done on the original loan. The
holder of the allowed Class 2 Claim will retain its lien pursuant to the terms of its
Deed of Trust, except that the terms of such Deed of Trust, and all pre-bankruptcy
loan documents will be deemed modified to substitute the Debtor as the borrower,
maker or trustor for the original borrower(s), to incorporate the new maturity date
and modified repayment terms, and any and all defaults arising prior to the
Effective Date will be deemed cured or waived.

- 27 (ii) 1111(b) Treatment. If, and only if, the holder of the allowed Class 2 Claim elects
28 to be treated as fully secured under § 1111(b), then the allowed Class 2 claim will
29 be paid in 468 equal monthly payments, or such monthly payment amount as will
30 ensure a present value equal to the present value of its collateral. Notwithstanding
any provision to the contrary in the Deed of Trust securing the Class 2 Claim, any

1 time between 60 and 180 months after the Effective Date, the Reorganized Debtor
2 may transfer the 29th St. Property subject to the Liens, but only if (a) the
3 Reorganized Debtor is not in default under the repayment terms of this Plan, (b)
4 the Reorganized Debtor or the transferee pays the holder of the Class 2 Claim a
5 transfer fee equal to 1% of the then outstanding principal balance of the Class 2
6 Claim at closing of the transfer, and (c) the holder of the Class 2 Claim approves
7 that transferee, which approval may only be reasonably withheld based upon the
8 financial qualifications of the transferee.

9 Section 4.03 Class 3- Claims Secured by Deed(s) of Trust on 3514 W Ethan Crossing,
10 Tucson, AZ.

11 (a) Description. Class 3 consists of the claims to the extent allowed under Code § 506
12 arising from that certain loan from March 2015 and secured by that certain Deed of
13 Trust and Assignment of Rents Recorded March 16, 2015 SEQUENCE
14 20150750068 in the records of Pima County Arizona encumbering the real
15 property and improvements located at 3514 W Ethan Crossing, Tucson, AZ, Tax
16 parcel ID # 101-23-3860, and legally described:

17 CROSSINGS AT RIVERBEND LOT 0026

18 (b) Allowance. Unless the holder of the Class 3 claim elects to be treated as fully
19 secured under Code § 1111(b), the Class 3 claim will be allowed in the amount of
20 \$119,800.00 or such other amount as the court determines under Code § 506. Any
21 other amounts owed under the March 2015 loan will be classified as a general
22 unsecured claim.

23 (c) Treatment. Class 3 is impaired by this Plan.

24 (i) Standard Treatment. The holder of the allowed Class 3 Claim will be paid in full
25 plus interest at 4.125% per annum (or such other rate as the Court determines
26 appropriate under Code § 1129(b)(2)(A)) on the following schedule: Beginning
the first-day of the first calendar month occurring more than 30 days after the
Effective Date, the Debtor will make monthly payments of principal and interest,
based on a 40-year amortization schedule. In addition to monthly principal and
interest payments, the Debtor will pay property tax and insurance escrow deposits
to the holder of the allowed Class 3 Claim. The holder of the allowed Class 3
Claim must use all such escrow deposits to pay the property taxes and insurance
on the Class 3 property as had been done on the original loan. The holder of the
allowed Class 3 Claim will retain its lien pursuant to the terms of its Deed of
Trust, except that the terms of such Deed of Trust, and all pre-bankruptcy loan
documents will be deemed modified to substitute the Debtor as the borrower,
maker or trustor for the original borrower(s), to incorporate the new maturity date
and modified repayment terms, and any and all defaults arising prior to the

1 Effective Date will be deemed cured or waived.

- 2 (ii) 1111(b) Treatment. If, and only if, the holder of the allowed Class 3 Claim elects
3 to be treated as fully secured under § 1111(b), then the allowed Class 3 claim will
4 be paid in 468 equal monthly payments, or such monthly payment amount as will
5 ensure a present value equal to the present value of its collateral. Notwithstanding
6 any provision to the contrary in the Deed of Trust securing the Class 3 Claim, any
7 time between 60 and 180 months after the Effective Date, the Reorganized Debtor
8 may transfer the Ethan Crossing Property subject to the Liens, but only if (a) the
9 Reorganized Debtor is not in default under the repayment terms of this Plan, (b)
10 the Reorganized Debtor or the transferee pays the holder of the Class 3 Claim a
11 transfer fee equal to 1% of the then outstanding principal balance of the Class 3
12 Claim at closing of the transfer, and (c) the holder of the Class 3 approves that
13 transferee, which approval may only be reasonably withheld based upon the
14 financial qualifications of the transferee.

15 Section 4.04 Class 4- Claims Secured by Deed(s) of Trust on 6318 E Calle Pegaso,
16 Tucson, AZ.

- 17 (a) Description. Class 4 consists of the claims to the extent allowed under Code § 506
18 arising from that certain loan dated April 2006 and secured by that certain Deed of
19 Trust and Assignment of Rents Recorded April 24, 2006 at DOCKET 12789
20 PAGE 1814, SEQUENCE 20060780473 in the records of Pima County Arizona
21 and that certain 2nd position secured by that certain Deed of Trust and Assignment
22 of Rents Recorded April 24, 2006 at DOCKET 12789 PAGE 1833, SEQUENCE
23 20060780474 in the records of Pima County Arizona each encumbering the real
24 property and improvements located at 6318 E Calle Pegaso, Tucson, AZ, Tax
25 parcel ID # 135-05-1280, and legally described:

26 TERRA DEL SOL LOT 3 BLK 37

- (b) Allowance. Unless the holder of the Class 4 claim elects to be treated as fully
secured under Code § 1111(b), the Class 4 claim will be allowed in the amount of
\$79,500.00 or such other amount as the court determines under Code § 506. Any
other amounts owed under the April 2006 loan will be classified as a general
unsecured claim.

- (c) Treatment. Class 4 is impaired by this Plan.

- (i) Standard Treatment. The holder of the allowed Class 4 Claim will be paid in full
plus interest at 4.125% per annum (or such other rate as the Court determines
appropriate under Code § 1129(b)(2)(A)) on the following schedule: Beginning
the first-day of the first calendar month occurring more than 30 days after the
Effective Date, the Debtor will make monthly payments of principal and interest,
based on a 40-year amortization schedule. In addition to monthly principal and

1 interest payments, the Debtor will pay property tax and insurance escrow deposits
2 to the holder of the allowed Class 4 Claim. The holder of the allowed Class 4
3 Claim must use all such escrow deposits to pay the property taxes and insurance
4 on the Class 4 property as had been done under the original loan. The holder of
5 the allowed Class 4 Claim will retain its lien pursuant to the terms of its Deed of
6 Trust, except that the terms of such Deed of Trust, and all pre-bankruptcy loan
7 documents will be deemed modified to substitute the Debtor as the borrower,
maker or trustor for the original borrower(s), to incorporate the new maturity date
and modified repayment terms, and any and all defaults arising prior to the
Effective Date will be deemed cured or waived.

- 8 (ii) 1111(b) Treatment. If, and only if, the holder of the allowed Class 4 Claim elects
9 to be treated as fully secured under § 1111(b), then the allowed Class 4 claim will
10 be paid in 468 equal monthly payments, or such monthly payment amount as will
11 ensure a present value equal to the present value of its collateral. Notwithstanding
12 any provision to the contrary in the Deed of Trust securing the Class 4 Claim, any
13 time between 60 and 180 months after the Effective Date, the Reorganized Debtor
14 may transfer the Calle Pegaso Property subject to the Liens, but only if (a) the
15 Reorganized Debtor is not in default under the repayment terms of this Plan, (b)
the Reorganized Debtor or the transferee pays the holder of the Class 3 Claim a
transfer fee equal to 1% of the then outstanding principal balance of the Class 3
Claim at closing of the transfer, and (c) the holder of the Class 3 approves that
transferee, which approval may only be reasonably withheld based upon the
financial qualifications of the transferee.

16 Section 4.05 Class 5- Claims Secured by Deed(s) of Trust on 175 E 12th St, Tucson, AZ.

- 17 (a) Description. Class 5 consists of the claims to the extent allowed under Code § 506
18 arising from that certain loan dated March 2007 and secured by that certain Deed
19 of Trust and Assignment of Rents Recorded March 21, 2007 at DOCKET 13016
20 PAGE 5078, SEQUENCE 20070551609 in the records of Pima County Arizona
encumbering the real property and improvements located at 175 E 12th St, Tucson,
AZ, Tax parcel ID # 117-17-0190, and legally described:

21 TUCSON LOT 15 BLK 256

- 22 (b) Allowance. Unless the holder of the Class 5 claim elects to be treated as fully
23 secured under Code § 1111(b), the Class 5 claim will be allowed in the amount of
24 \$405,000.00 or such other amount as the court determines under Code § 506. Any
25 other amounts owed under the March 2007 loan will be classified as a general
unsecured claim.
- 26 (c) Treatment. Class 5 is impaired by this Plan.
- (i) Standard Treatment. The holder of the allowed Class 5 Claim will be paid in full

1 plus interest at 4.125% per annum (or such other rate as the Court determines
2 appropriate under Code § 1129(b)(2)(A)) on the following schedule: Beginning
3 the first-day of the first calendar month occurring more than 30 days after the
4 Effective Date, the Debtor will make monthly payments of principal and interest,
5 based on a 40-year amortization schedule. In addition to monthly principal and
6 interest payments, the Debtor will pay property tax and insurance escrow deposits
7 to the holder of the allowed Class 5 Claim. The holder of the allowed Class 5
8 Claim must use all such escrow deposits to pay the property taxes and insurance
9 on the Class 5 property as had been done on the original loan. The holder of the
10 allowed Class 5 Claim will retain its lien pursuant to the terms of its Deed of
11 Trust, except that the terms of such Deed of Trust, and all pre-bankruptcy loan
12 documents will be deemed modified to substitute the Debtor as the borrower,
13 maker or trustor for the original borrower(s), to incorporate the new maturity date
14 and modified repayment terms, and any and all defaults arising prior to the
15 Effective Date will be deemed cured or waived.

- 16 (ii) 1111(b) Treatment. If, and only if, the holder of the allowed Class 5 Claim elects
17 to be treated as fully secured under § 1111(b), then the allowed Class 5 claim will
18 be paid in 468 equal monthly payments, or such monthly payment amount as will
19 ensure a present value equal to the present value of its collateral. Notwithstanding
20 any provision to the contrary in the Deed of Trust securing the Class 5 Claim, any
21 time between 60 and 180 months after the Effective Date, the Reorganized Debtor
22 may transfer the 12th Street Property subject to the Liens, but only if (a) the
23 Reorganized Debtor is not in default under the repayment terms of this Plan, (b)
24 the Reorganized Debtor or the transferee pays the holder of the Class 5 Claim a
25 transfer fee equal to 1% of the then outstanding principal balance of the Class 5
26 Claim at closing of the transfer, and (c) the holder of the Class 5 approves that
transferee, which approval may only be reasonably withheld based upon the
financial qualifications of the transferee.

Section 4.06 Class 6- Claims Secured by Deed(s) of Trust on 13959 N Eddington Place,
Tucson, AZ.

- (a) Description. Class 6 consists of the claims to the extent allowed under Code § 506
arising from that certain loan dated December 2006 and secured by that certain
Deed of Trust and Assignment of Rents Recorded December 4, 2006 at DOCKET
12943 PAGE 2801, SEQUENCE 20062320709 in the records of Pima County
Arizona encumbering the real property and improvements located at 13959 N
Eddington Place, Tucson, AZ, Tax parcel ID # 219-20-0710, and legally described:
RANCHO VISTOSO NEIGHBORHOOD 5 PARCEL C LOT 19
- (b) Allowance. Unless the holder of the Class 6 claim elects to be treated as fully
secured under Code § 1111(b), the Class 6 claim will be allowed in the amount of

1 \$215,340.00 or such other amount as the court determines under Code § 506. Any
2 other amounts owed under the December 2006 loan will be classified as a general
3 unsecured claim.

4 (c) Treatment. Class 6 is impaired by this Plan.

- 5 (i) Standard Treatment. The holder of the allowed Class 6 Claim will be paid in full
6 plus interest at 4.125% per annum (or such other rate as the Court determines
7 appropriate under Code § 1129(b)(2)(A)) on the following schedule: Beginning
8 the first-day of the first calendar month occurring more than 30 days after the
9 Effective Date, the Debtor will make monthly payments of principal and interest,
10 based on a 40-year amortization schedule. In addition to monthly principal and
11 interest payments, the Debtor will pay property tax and insurance escrow deposits
12 to the holder of the allowed Class 6 Claim. The holder of the allowed Class 6
13 Claim must use all such escrow deposits to pay the property taxes and insurance
14 on the Class 6 property as had been done under the original loan. The holder of
15 the allowed Class 6 Claim will retain its lien pursuant to the terms of its Deed of
16 Trust, except that the terms of such Deed of Trust, and all pre-bankruptcy loan
17 documents will be deemed modified to substitute the Debtor as the borrower,
18 maker or trustor for the original borrower(s), to incorporate the new maturity date
19 and modified repayment terms, and any and all defaults arising prior to the
20 Effective Date will be deemed cured or waived.
- 21 (ii) 1111(b) Treatment. If, and only if, the holder of the allowed Class 6 Claim elects
22 to be treated as fully secured under § 1111(b), then the allowed Class 6 claim will
23 be paid in 468 equal monthly payments, or such monthly payment amount as will
24 ensure a present value equal to the present value of its collateral. Notwithstanding
25 any provision to the contrary in the Deed of Trust securing the Class 6 Claim, any
26 time between 60 and 180 months after the Effective Date, the Reorganized Debtor
may transfer the Eddington Place Property subject to the Liens, but only if (a) the
Reorganized Debtor is not in default under the repayment terms of this Plan, (b)
the Reorganized Debtor or the transferee pays the holder of the Class 6 Claim a
transfer fee equal to 1% of the then outstanding principal balance of the Class 6
Claim at closing of the transfer, and (c) the holder of the Class 6 approves that
transferee, which approval may only be reasonably withheld based upon the
financial qualifications of the transferee.

Section 4.07 Class 7- Claims Secured by Deed(s) of Trust on 2160 S Ilios Place, Tucson,
AZ.

- (a) Description. Class 7 consists of the claims to the extent allowed under Code § 506
arising from that certain loan from November, 2012 and secured by that certain
Deed of Trust and Assignment of Rents Recorded November 7, 2012 at
SEQUENCE 20123121090 in the records of Pima County Arizona encumbering

1 the real property and improvements located at 2160 S Ilios Place, Tucson, AZ, Tax
2 parcel ID # 118-06-2440, and legally described:

3 REGALO DEL SOL ESTATES LOT 0001

- 4 (b) Allowance. Unless the holder of the Class 7 claim elects to be treated as fully
5 secured under Code § 1111(b), the Class 7 claim will be allowed in the amount of
6 \$99,650.00 or such other amount as the court determines under Code § 506. Any
7 other amounts owed under the December 2006 loan will be classified as a general
8 unsecured claim.
- 9 (c) Treatment. Class 7 is impaired by this Plan.
- 10 (i) Standard Treatment. The holder of the allowed Class 7 Claim will be paid in full
11 plus interest at 4.125% per annum (or such other rate as the Court determines
12 appropriate under Code § 1129(b)(2)(A)) on the following schedule: Beginning
13 the first-day of the first calendar month occurring more than 30 days after the
14 Effective Date, the Debtor will make monthly payments of principal and interest,
15 based on a 40-year amortization schedule. In addition to monthly principal and
16 interest payments, the Debtor will pay property tax and insurance escrow deposits
17 to the holder of the allowed Class 7 Claim. The holder of the allowed Class 7
18 Claim must use all such escrow deposits to pay the property taxes and insurance
19 on the Class 7 property as had been done under the original loan. The holder of
20 the allowed Class 7 Claim will retain its lien pursuant to the terms of its Deed of
21 Trust, except that the terms of such Deed of Trust, and all pre-bankruptcy loan
22 documents will be deemed modified to substitute the Debtor as the borrower,
23 maker or trustor for the original borrower(s), to incorporate the new maturity date
24 and modified repayment terms, and any and all defaults arising prior to the
25 Effective Date will be deemed cured or waived.
- 26 (ii) 1111(b) Treatment. If, and only if, the holder of the allowed Class 7 Claim elects
to be treated as fully secured under § 1111(b), then the allowed Class 7 claim will
be paid in 468 equal monthly payments, or such monthly payment amount as will
ensure a present value equal to the present value of its collateral. Notwithstanding
any provision to the contrary in the Deed of Trust securing the Class 7 Claim, any
time between 60 and 180 months after the Effective Date, the Reorganized Debtor
may transfer the Ilios Place Property subject to the Liens, but only if (a) the
Reorganized Debtor is not in default under the repayment terms of this Plan, (b)
the Reorganized Debtor or the transferee pays the holder of the Class 7 Claim a
transfer fee equal to 1% of the then outstanding principal balance of the Class 7
Claim at closing of the transfer, and (c) the holder of the Class 7 approves that
transferee, which approval may only be reasonably withheld based upon the
financial qualifications of the transferee.

1 Section 4.08 Class 8- Claims Secured by Deed(s) of Trust on 8426 South Gupta Drive,
2 Tucson, AZ.

3 (a) Description. Class 8 consists of the claims to the extent allowed under Code § 506
4 arising from that certain loan May 2007 and secured by that certain Deed of Trust
5 and Assignment of Rents Recorded May 29, 2007 at DOCKET 13064, PAGE
6 6878, SEQUENCE 20071031225 in the records of Pima County Arizona, and
7 Modification Agreement recorded February 4, 2016 encumbering the real property
8 and improvements located at 8426 South Gupta Drive, Tucson, AZ, Tax parcel ID
9 # 141-33-0820, and legally described:

10 EMPIRE HEIGHTS LOT 82

11 (b) Allowance. Unless the holder of the Class 8 claim elects to be treated as fully
12 secured under Code § 1111(b), the Class 8 claim will be allowed in the amount of
13 \$118,900.00 or such other amount as the court determines under Code § 506. Any
14 other amounts owed under the December 2006 loan will be classified as a general
15 unsecured claim.

16 (c) Treatment. Class 8 is impaired by this Plan.

17 (i) Standard Treatment. The holder of the allowed Class 8 Claim will be paid in full
18 plus interest at 4.125% per annum (or such other rate as the Court determines
19 appropriate under Code § 1129(b)(2)(A)) on the following schedule: Beginning
20 the first-day of the first calendar month occurring more than 30 days after the
21 Effective Date, the Debtor will make monthly payments of principal and interest,
22 based on a 40-year amortization schedule. In addition to monthly principal and
23 interest payments, the Debtor will pay property tax and insurance escrow deposits
24 to the holder of the allowed Class 8 Claim. The holder of the allowed Class 8
25 Claim must use all such escrow deposits to pay the property taxes and insurance
26 on the Class 8 property as had been done under the original loan. The holder of
the allowed Class 8 Claim will retain its lien pursuant to the terms of its Deed of
Trust, except that the terms of such Deed of Trust, and all pre-bankruptcy loan
documents will be deemed modified to substitute the Debtor as the borrower,
maker or trustor for the original borrower(s), to incorporate the new maturity date
and modified repayment terms, and any and all defaults arising prior to the
Effective Date will be deemed cured or waived.

(ii) 1111(b) Treatment. If, and only if, the holder of the allowed Class 8 Claim elects
to be treated as fully secured under § 1111(b), then the allowed Class 8 claim will
be paid in 468 equal monthly payments, or such monthly payment amount as will
ensure a stream of payments with a present value equal to the present value of its
collateral. Notwithstanding any provision to the contrary in the Deed of Trust
securing the Class 8 Claim, any time between 60 and 180 months after the

1 Effective Date, the Reorganized Debtor may transfer the Gupta Property subject
2 to the Liens, but only if (a) the Reorganized Debtor is not in default under the
3 repayment terms of this Plan, (b) the Reorganized Debtor or the transferee pays
4 the holder of the Class 8 Claim a transfer fee equal to 1% of the then outstanding
5 principal balance of the Class 8 Claim at closing of the transfer, and (c) the holder
6 of the Class 8 approves that transferee, which approval may only be reasonably
7 withheld based upon the financial qualifications of the transferee.

8 Section 4.09 Class 9- Claims Secured by Deed(s) of Trust on 6549 N Shadow Bluff,
9 Tucson, AZ.

10 (a) Description. Class 9 consists of the claims to the extent allowed under Code § 506
11 arising from that certain loan dated November 2006 and secured by that certain
12 Deed of Trust and Assignment of Rents Recorded November 7, 2006 at DOCKET
13 12926 PAGE 4415, SEQUENCE 20062150839 in the records of Pima County
14 Arizona encumbering the real property and improvements located at 6549 N
15 Shadow Bluff, Tucson, AZ, Tax parcel ID # 102-02-8870, and legally described:

16 RANCHO ARBOLEDA LOT 0034

17 (b) Allowance. Unless the holder of the Class 9 claim elects to be treated as fully
18 secured under Code § 1111(b), the Class 9 claim will be allowed in the amount of
19 \$178,720.00 or such other amount as the court determines under Code § 506. Any
20 other amounts owed under the December 2006 loan will be classified as a general
21 unsecured claim.

22 (c) Treatment. Class 9 is impaired by this Plan.

23 (i) Standard Treatment. The holder of the allowed Class 9 Claim will be paid in full
24 plus interest at 4.125% per annum (or such other rate as the Court determines
25 appropriate under Code § 1129(b)(2)(A)) on the following schedule: Beginning
26 the first-day of the first calendar month occurring more than 30 days after the
Effective Date, the Debtor will make monthly payments of principal and interest,
based on a 40-year amortization schedule. In addition to monthly principal and
interest payments, the Debtor will pay property tax and insurance escrow deposits
to the holder of the allowed Class 9 Claim. The holder of the allowed Class 9
Claim must use all such escrow deposits to pay the property taxes and insurance
on the Class 9 property as had been done under the original loan. The holder of
the allowed Class 9 Claim will retain its lien pursuant to the terms of its Deed of
Trust, except that the terms of such Deed of Trust, and all pre-bankruptcy loan
documents will be deemed modified to substitute the Debtor as the borrower,
maker or trustor for the original borrower(s), to incorporate the new maturity date
and modified repayment terms, and any and all defaults arising prior to the

1 Effective Date will be deemed cured or waived.

- 2 (ii) 1111(b) Treatment. If, and only if, the holder of the allowed Class 9 Claim elects
3 to be treated as fully secured under § 1111(b), then the allowed Class 9 claim will
4 be paid in 468 equal monthly payments, or such monthly payment amount as will
5 ensure a stream of payments with a present value equal to the present value of its
6 collateral. Notwithstanding any provision to the contrary in the Deed of Trust
7 securing the Class 9 Claim, any time between 60 and 180 months after the
8 Effective Date, the Reorganized Debtor may transfer the Shadow Bluff Property
9 subject to the Liens, but only if (a) the Reorganized Debtor is not in default under
10 the repayment terms of this Plan, (b) the Reorganized Debtor or the transferee
11 pays the holder of the Class 9 Claim a transfer fee equal to 1% of the then
12 outstanding principal balance of the Class 9 Claim at closing of the transfer, and
13 (c) the holder of the Class 9 approves that transferee, which approval may only be
14 reasonably withheld based upon the financial qualifications of the transferee.

15 Section 4.10 Class 10- Claims Secured by 2011 Zone Spark VIN ending 0020.

- 16 (a) Description. Class 10 consists of the claims, to the extent allowed under Code §
17 506, purchase money loan secured by that certain 2011 Zone Spark VIN ending
18 0020. As of the Petition Date, the Debtor estimates the Class 10 creditor was owed
19 \$5000.
- 20 (b) Treatment. Class 10 is impaired by this Plan. The holder of the allowed Class 10
21 Claim will be paid in full plus interest at 4.125% per annum (or such other rate as
22 the Court determines appropriate under Code § 1129(b)(2)(A)) on the following
23 schedule: Beginning the first-day of the first calendar month occurring more than
24 30 days after the Effective Date, the Debtor will make monthly payments of
25 principal and interest, based on a 5-year amortization schedule. The holder of the
26 allowed Class 10 Claim will retain its lien pursuant to the terms of its original loan,
except that the terms of such loan, and all pre-bankruptcy loan documents will be
deemed modified to incorporate the new maturity date and modified repayment
terms, and any and all defaults arising prior to the Effective Date will be deemed
cured or waived.

Section 4.11 Class 11-Secured Property Tax Claims.

- (a) Description. Class 11 consists of the allowed claims of the Pima County Treasurer
Secured Property Tax Claim held by the Pima County Treasurer to the extent
allowed as a secured claim under § 506 of the Code.
- (b) Allowance. The Debtor does not believe any secured tax claims are owed.
- (c) Treatment. Class 11 is not impaired by this Plan. The holder of the Allowed Class
11 Claim will be paid in equal monthly installments so that they are paid in full
within plus statutory interest within 60 months of the Petition Date. The Debtor

1 reserves the right to prepay the Class 11 claim at anytime on or after the effective
2 date. The holder of the allowed Class 11 Claim will retain its lien until paid in full.

3 Section 4.12 Class 12- General Unsecured Claims.

- 4 (a) Description. Class 12 consists of all unsecured claims allowed under § 502 of the
5 Code.
6 (b) Treatment. Class 12 is impaired by this Plan. Holders of allowed Class 5 claims
7 will be paid a pro rata share of the annual distributions from the Unsecured Claim
8 Fund each April 15th until the earlier of (1) the date all unsecured creditors are paid
9 in full, or (2) April 15, 2024. So long as holders of Allowed Class 12 claims are
10 entitled to payments under the Plan, each such holder the Reorganized Debtor must
11 provide each holder of an allowed Class 12 Claim a reviewed annual financial
12 statement prepared in accordance with GAAP, describing, among other things, how
13 Net Distributable Profits were calculated and any distributions the preceding
14 calendar year to Class 13 Equity Interest Holders on account of capital paid into the
15 Debtor on or after the Plan Effective Date.

16 Section 4.13 Class 13- Equity Interests.

- 17 (a) Description. Class 13 consists of the equity interests in the Debtor.
18 (b) Treatment. Class 13 is impaired by this Plan. Holders of allowed Class 13
19 Interests will receive nothing on account of those interests unless such holder of a
20 Class 13 Interest contributes cash, or the equivalent of cash, on the Effective Date
21 with a value at least equal to 10% of the cumulative value of all unsecured claims.

22 **Article V. ALLOWANCE AND DISALLOWANCE OF CLAIMS**

23 Section 5.01 Disputed claim. A disputed claim is a claim that has not been allowed or
24 disallowed by a final nonappealable order, and as to which either:

- 25 (a) a proof of claim has been filed or deemed filed, and the Debtor or another party in
26 interest has filed an objection; or
(b) no proof of claim has been filed, and the Debtor has scheduled such claim as
disputed, contingent, or unliquidated.

Section 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.

Section 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

1 9019 of the Federal Rules of Bankruptcy Procedure.

2 **Article VI. PROVISIONS FOR EXECUTORY CONTRACTS AND UNEXPIRED**
3 **LEASES**

4 Section 6.01 Assumed executory contracts and unexpired leases.

- 5 (a) Except for executory contracts and unexpired leases that have been assumed, and if
6 applicable assigned, pursuant to an order entered under Code § 365 before the
7 effective date or that are the subject of a pending motion to assume, and if applicable
8 assign, the Debtor will be conclusively deemed to have rejected all executory
contracts and unexpired leases as of the effective 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 45 days after the date of the order confirming this Plan.

9 **Article VII. MEANS FOR IMPLEMENTATION OF THE PLAN**

10 Section 7.01 Conditions Precedent to Effective Date. No less than one business day prior
to the Effective Date the following transactions must have occurred:

- 11 (a) Establish Unsecured Claim Fund Account. The Debtors will establish a segregated
12 Unsecured Claim Fund Account. The Unsecured Claim Fund will be the sole source
of payment to Holders of Class 7 Claims.
13
14 (b) Funding of Equity Contribution by Class 13 Interest Holders. The Holders of the
allowed Class 13 Equity Interests must each have funded their equity contribution of
15 equal to 10% of the allowed unsecured claims in Class 12 into to the Debtor's DIP
Operating Account.
16
17 (c) Funding a Debt Service Reserve. The Reorganized Debtor will establish a
segregated debt service reserve account with funds equal to 4 months payments on
18 secured claims, for purposes of funding payments on secured claims before
properties are generating rents.
19
20 (d) Renovation Fund. The Reorganized Debtor will create renovation fund at least 30%
of the effective date cash for purposes of renovating the properties.

21 Section 7.02 Operation and funding of Unsecured Claim Fund.

- 22 (a) Disbursements. The Debtor will disburse 100% of the funds on hand in the
Unsecured Claim's Fund Account on a pro-rata basis to the holders of allowed Class
23 12 claims on the dates specified Section 4.05
24
25 (b) Funding. The Debtor must make the following contributions to the Unsecured
Claims Fund:
26
1) Not later than the last business day of March 2019, the Reorganized Debtor must
deposit the greater of \$5,000 or 25% of Net Distributable Profits in Calendar Year
2020, **but if** holders of Class 13 equity interests have been paid distributions equal

1 to any capital paid into the debtor on or after the Plan Effective Date plus and
2 annualize return on investment of 15% per annum, then the Reorganized Debtor
must deposit 50% of Net Distributable Profits into the Unsecured Claims Fund.

- 3 2) Not later than the last business day of March 2020, the Reorganized Debtor must
4 deposit the greater of \$5,000 or 25% of Net Distributable Profits in Calendar Year
5 2019, **but if** holders of Class 13 equity interests have been paid distributions equal
6 to any capital paid into the debtor on or after the Plan Effective Date plus and
annualize return on investment of 15% per annum, then the Reorganized Debtor
must deposit 50% of Net Distributable Profits into the Unsecured Claims Fund.
- 7 3) Not later than the last business day of March 2021, the Reorganized Debtor must
8 deposit the greater of \$5,000 or 25% of Net Distributable Profits in Calendar Year
9 2020, **but if** holders of Class 13 equity interests have been paid distributions equal
10 to any capital paid into the debtor on or after the Plan Effective Date plus and
annualize return on investment of 15% per annum, then the Reorganized Debtor
must deposit 50% of Net Distributable Profits into the Unsecured Claims Fund.
- 11 4) Not later than the last business day of March 2022, the Reorganized Debtor must
12 deposit the greater of \$5,000 or 25% of Net Distributable Profits in Calendar Year
13 2021, **but if** holders of Class 13 equity interests have been paid distributions equal
14 to any capital paid into the debtor on or after the Plan Effective Date plus and
annualize return on investment of 15% per annum, then the Reorganized Debtor
must deposit 50% of Net Distributable Profits into the Unsecured Claims Fund.
- 15 5) Not later than the last business day of March 2023, the Reorganized Debtor must
16 deposit the greater of \$5,000 or 25% of Net Distributable Profits in Calendar Year
17 2022, **but if** holders of Class 13 equity interests have been paid distributions equal
18 to any capital paid into the debtor on or after the Plan Effective Date plus and
annualize return on investment of 15% per annum, then the Reorganized Debtor
must deposit 50% of Net Distributable Profits into the Unsecured Claims Fund.
- 19 6) Not later than the last business day of March 2024, the Reorganized Debtor must
20 deposit the greater of \$25,000 or 25% of Net Distributable Profits in Calendar
21 Year 2023, **but if** holders of Class 13 equity interests have been paid distributions
22 equal to any capital paid into the debtor on or after the Plan Effective Date plus
and annualize return on investment of 15% per annum, then the Reorganized
23 Debtor must deposit 50% of Net Distributable Profits into the Unsecured Claims
Fund.

24 Section 7.03 Continued Existence and Vesting of Assets in Reorganized Debtor. The
25 Debtor will continue in existence after the Effective Date as a corporation,
with all the powers available to such entities under applicable law and
26 pursuant to their organizational documents in effect prior to the Effective

1 Date as such may be amended by the Plan, without prejudice to any right to
2 terminate such existence (whether by merger or otherwise) under applicable
3 law after the Effective Date. Except as otherwise provided in the Plan, on
4 and after the Effective Date, all property of the Debtor's Estates and any
5 property acquired by the Debtor or the Reorganized Debtor under the Plan
6 will vest in the Reorganized Debtor. On and after the Effective Date, the
7 Reorganized Debtors may operate their businesses and may use, acquire or
8 dispose of property, and compromise or settle any Claims or Membership
9 Interests, without supervision or approval of the Bankruptcy Court and free
10 of any restrictions of the Bankruptcy Code or Bankruptcy Rules, other than
11 those restrictions expressly imposed by the Plan or the Confirmation Order.

8 Section 7.04 Management of the Reorganized Debtor. Continued full time management
9 of the Debtor by Colin Reilly and Robert H Reilly is essential to the
10 successful performance of the Plan. So, from and after the Effective Date,
11 the Reorganized Debtors will continue to be managed Colin Reilly and
12 Robert H Reilly.

12 **Article VIII. GENERAL PROVISIONS.**

12 Section 8.01 Definitions. The definitions and rules of construction set forth in §§ 101
13 and 102 of the Code shall apply when terms defined or construed in the
14 Code are used in this Plan, and they are supplemented by the following
15 definitions:

- 15 (a) Net Distributable Profits Net Operating Income after taxes less payments to Class 1,
16 2, 3, 4, 5, 6, 7, 8, 9, 10, and 11 under the Plan, less funds reserved for taxes, less
17 reserve for replacement, and working capital sufficient to pay 6 months operating
18 expenses and payments to Classes 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, and 11 under the Plan.

18 Section 8.02 Effective Date. The effective date of this Plan is the first business day
19 following the date that is 14 days after the entry of the confirmation order
20 that the conditions precedent to the Effective Date have occurred or have
21 been waived unless stayed by Court order. If, however, a stay of the
22 confirmation order is in effect on that date, the effective date will be the first
23 business day after the date on which the stay expires or is otherwise
24 terminated.

23 Section 8.03 Retention of Jurisdiction. Notwithstanding confirmation or the Effective
24 Date having occurred, the Court will retain and have full jurisdiction as is
25 allowed under Title 28 of the United States Code, the Bankruptcy Code, or
26 other applicable law to enforce the provisions, purposes, and intent of the
Plan, including, without limitation, any proceedings which relate to:

- 1 (a) Determination of the allowance, classification, or priority of claims, liens and
2 interests;
- 3 (b) Construing, implementing, enforcing, executing, or consummating the Plan, the
4 Confirmation Order, any other order of the Court, any document attached as an
5 exhibit to the Plan or contemplated by the Plan, or any other matter referred to in
6 the Plan;
- 7 (c) Determination of all matters that are pending before the Court in the Chapter 11
8 Case prior to the Effective Date or that may arise after the Effective Date;
- 9 (d) Determination of any and all applications for allowance or requests for payment of
10 administrative claims, including, without limitation, requests for allowance and
11 payment of compensation and expense reimbursement of professional persons
12 asserting administrative claims;
- 13 (e) Determination of motions for the rejection, assumption, or assignment of executory
14 contracts or unexpired leases, and determination of the allowance of any claims
15 resulting from the rejection of executory contracts and unexpired leases;
- 16 (f) Determination of all applications, motions, adversary proceedings, contested
17 matters, and any other litigated matters instituted prior to the closing of the Chapter
18 11 Case;
- 19 (g) Modification of the Plan pursuant to §1127 of the Bankruptcy Code and before
20 substantial consummation thereof on the Effective Date, remedy of any defect or
21 omission in the Plan or Confirmation Order, reconciliation of any inconsistency
22 within the Plan so as to carry out its intent and purpose, and reconciliation of any
23 inconsistency between the Plan and any loan documents, so as to carry out the
24 intent and purpose of the loan documents;
- 25 (h) Issuance of injunctions or taking such other actions or making such other orders as
26 may be necessary or appropriate to restrain interference with the Debtor by any
party with the Plan or its execution or implementation by any person
- (i) Issuance of such orders in aid of consummation of the Plan and the Confirmation
Order, notwithstanding any otherwise applicable non-bankruptcy law, with respect
to any person, to the full extent authorized by the Bankruptcy Code;
- (j) Ordering the assumption or rejection of executory contracts or leases to which the
Debtor is a party, which have not previously been resolved.
- (k) Any determination necessary or appropriate under §505 of the Bankruptcy Code, or
any other determination relating to priority tax claims, taxes, tax refunds, tax
attributes, and tax benefits affecting the Debtor, its estate, or the Property through
the end of the fiscal year in which the Effective Date occurs;
- (l) Entry of a final decree closing the Chapter 11 Case; and
- (m) Determination of such other matters, and for such other purposes, as may be
provided in the Confirmation Order.

1 Section 8.04 Retention of Claims and Causes of Action. The Debtor will retain the right
2 to pursue any and all claims or causes of action identified as assets of his
estate on Schedule A/B, or arising under the Bankruptcy Code.

3 Section 8.05 Severability. If any provision in this Plan is determined to be
4 unenforceable, the determination will in no way limit or affect the
enforceability and operative effect of any other provision of this Plan.

5 Section 8.06 Binding effect. The rights and obligations of any entity named or referred to
6 in this Plan will be binding upon, and will inure to the benefit of the
successors or assigns of such entity.

7 Section 8.07 Captions. The headings contained in this Plan are for convenience of
8 reference only and do not affect the meaning or interpretation of this Plan.

9 Dated: May 15, 2018

PROPONENT:

HISTORIC HABITATS/RUBI L.L.C., an
Arizona Limited Liability Company

By /s/Colin Reilly

Colin Reilly

its Manager

KASEY C. NYE, LAWYER PLLC

By /s/Kasey C. Nye, #20610

Kasey C. Nye

Attorneys for Debtor

EXHIBIT B

Most Recent Operating Report

Case Number: 4:18-bk-02635-BMW

**CURRENT MONTH'S
RECEIPTS AND DISBURSEMENTS**

ALL SECTIONS OF THE REPORT ARE TO BE COMPLETED	BANK ACCOUNTS				Total
	Cash	Operating	Payroll	Tax	
	N/A	#4045	N/A	N/A	

Balance at Beginning of Period		520.39			520.39
--------------------------------	--	--------	--	--	--------

RECEIPTS					
Cash Sales					
Accounts Receivable					
Loans and Advances					
Sale of Assets					
Transfers from Other DIP Accounts					
13959 N. EDDINGTON PLACE, TUCSON, AZ					
5971 E. 29TH ST., TUCSON, AZ					
6381 E. CALLE PEGASO, TUCSON, AZ					
2160 S. ILIOS PLACE, TUCSON, AZ					
8426 S. GUPTA DR., TUCSON, AZ					
3514 W. ETHAN CROSSING, TUCSON, AZ					
6549 N. SHADOW BLUFF, TUCSON, AZ					
175 E. 12TH ST., TUCSON, AZ					
Other (attach list)		1000			1000
TOTAL RECEIPTS					

DISBURSEMENTS					
Business - Ordinary Operations		951.94			951.94
Capitol Improvements					
Pre-Petition Debt					
Transfers to Other DIP Accounts					
Other (attach list)					
Reorganization Expenses:					
Attorney Fees					
Accountant Fees					
Other Professional Fees					
U. S. Trustee Quarterly Fee					
Court Costs					
TOTAL DISBURSEMENTS		951.94			951.94

Balance at End of Month		568.45			568.45
-------------------------	--	--------	--	--	--------

*Information provided above should reconcile with balance sheet and income statement amounts

DISBURSEMENTS FOR CALCULATING QUARTERLY FEES:	
Total Disbursements From Above	951.94
Less: Transfers to Other DIP Accounts	
Plus: Estate Disbursements Made by Outside Sources (payments from escrow; 2-party check; etc.)	
Total Disbursements for Calculating Quarterly Fees	951.94

INCOME STATEMENT

(Accrual Basis)

*Debtor's own form may be substituted if (1) it is prepared in accordance with generally accepted accounting principals, (2) year-to-date and filing-to-date information is provided, and (3) if reorganization expenses are segregated in the statement.

REVENUES	Current Month	Year to Date	Total Since Filing
Gross Revenue	0	0	0
Less: Returns & Discounts	0	0	0
Net Revenue	0	0	0
COST OF GOODS SOLD			
Material	0	0	0
Direct Labor	0	0	0
Direct Overhead (attach detail)	0	0	0
Total Cost of Goods Sold	0	0	0
GROSS PROFIT	0	0	0
OPERATING EXPENSES			
Officer/Insider Compensation	0	0	0
Selling & Marketing (attach detail)	0	0	0
General & Administrative (attach detail)	0	0	0
Other Expenses (attach detail)	750.02	565.21	1315.23
Total Operating Expenses	750.02	565.21	1315.23
Income Before Non-operating Income and Expense	-750.02	-565.21	-1315.23
OTHER INCOME & EXPENSE			
Other Income (attach list)	0	0	0
Other Expense (attach list)	0	0	0
Interest Expense	0	0	0
Depreciation/Depletion	0	0	0
Amortization	0	0	0
Net Other Income & Expense	0	0	0
Income Before Reorganization Expense	-750.02	-565.21	-1315.23
REORGANIZATION EXPENSES			
Professional Fees	0	0	0
U.S. Trustee Fees	325	0	325
Other (attach list)	0	0	0
Total Reorganization Expenses	0	0	0
Income Tax	0	0	0
NET PROFIT OR (LOSS)	-1075.02	-565.21	-1640.23

COMPARATIVE BALANCE SHEET

(Accrual Basis)

*Debtor's own form may be substituted if (1) it is prepared in accordance with generally accepted accounting principals, (2) current and prior period information is provided, and (3) if pre-petition and post-petition liabilities are segregated.

ASSETS	SCHEDULE AMOUNT ¹	CURRENT MONTH	PRIOR MONTH
Unrestricted Cash		\$568.45	\$520.39
Restricted Cash		\$0.00	\$0.00
Total Cash		\$568.45	\$520.39
Accounts Receivable (net)		\$0.00	\$0.00
Inventory		\$0.00	\$0.00
Notes Receivable		\$0.00	\$0.00
Prepaid Expenses		\$0.00	\$0.00
Other (attach list)		\$0.00	\$0.00
Total Current Assets		\$568.45	\$520.39
Property, Plant & Equipment	\$1,270,960.00	\$1,270,960.00	\$1,270,960.00
Less: Accumulated Depreciation		\$0.00	\$0.00
Net Property, Plant & Equip.			
Due From Insider(s)		\$0.00	\$0.00
Other Assets - net (attach list)		\$0.00	\$0.00
Other (attach list)		\$0.00	\$0.00
TOTAL ASSETS		\$1,271,528.45	\$1,271,480.39
POST-PETITION LIABILITIES			
Accounts Payable		\$208.68	\$85.60
Taxes Payable		\$0.00	\$0.00
Notes Payable		\$0.00	\$0.00
Professional Fees		\$0.00	\$0.00
Secured Debt		\$0.00	\$0.00
Other (attach list)		\$0.00	\$0.00
Total Post-Petition Liabilities		\$208.68	\$85.60
PRE-PETITION LIABILITIES			
Secured Debt	\$2,201,308.39	\$2,201,308.29	\$2,201,308.29
Priority Debt			
Unsecured Debt			
Other (attach list)			
Total Pre-Petition Liabilities			
TOTAL LIABILITIES		\$2,201,516.97	\$2,201,393.89
EQUITY			
Pre-petition Owner's Equity		(\$930,348.29)	(\$930,348.29)
Post-Petition Cumulative Profit/Loss		(\$1,640.23)	(\$565.21)
Direct Charges to Equity (explain)		\$2,000.00	\$1,000.00
Total Equity		(\$929,988.52)	(\$929,913.50)
TOTAL LIABILITIES & OWNER'S EQUITY		\$1,271,528.45	\$1,271,480.39

¹ This column should reflect the information provided in Schedules A, B, C, D, E, and F filed with the Court

*Information provided on this page should reconcile with balance sheet amounts

ACCOUNTS RECEIVABLE	TOTAL	0-30 Days	31-60 Days	60+ Days
Total Accounts Receivable	0	0	0	0
Less Amount Considered Uncollectible	0	0	0	0
Net Accounts Receivable	0	0	0	0

DUE FROM INSIDER	
Schedule Amount	0
Plus: Amount Loaned Since Filing Date	0
Less: Amount Collected Since Filing Date	0
Less: Amount Considered Uncollectible	0
Net Due From Insiders	0

INVENTORY	
Beginning Inventory	0
Plus: Purchases	0
Less: Cost of Goods Sold	0
Ending Inventory	0

Date Last Inventory was taken: N/A

FIXED ASSETS	SCHEDULE AMOUNT	ADDITIONS	DELETIONS	CURRENT AMOUNT
Real Property	1265460	0	0	1265460
Buildings	0	0	0	0
Accumulated Depreciation	0	0	0	0
Net Buildings	0	0	0	0
Equipment	0	0	0	0
Accumulated Depreciation	0	0	0	0
Net Equipment	0	0	0	0
Autos/Vehicles	5500	0	0	5500
Accumulated Depreciation	0	0	0	0
Net Autos/Vehicles	5500	0	0	5500

Provide a description of fixed assets added or deleted during the reporting period; include the date of Court order:

Case Number: 4:18-bk-02635-BMW

**STATUS OF LIABILITIES
AND SENSITIVE PAYMENTS**

*Information provided on this page should reconcile with balance sheet and disbursement detail amounts

POST-PETITION LIABILITIES	TOTAL	0-30 Days	31-60 Days	61-90 Days	91+ Days
Accounts Payable *	208.68	208.68	0	0	0
Taxes Payable	0	0	0	0	0
Notes Payable	0	0	0	0	0
Professional Fees Payable	0	0	0	0	0
Secured Debt	0	0	0	0	0
Other (attach list)	0	0	0	0	0
Total Post-Petition Liabilities	208.68	208.68	0	0	0

*DEBTOR MUST ATTACH AN AGED ACCOUNTS PAYABLE LISTING

PAYMENTS TO INSIDERS AND PROFESSIONALS

Insiders			
Name	Reason for Payment	Amount Paid this Month	Total Paid to Date
Total Payments to Insiders			

Professionals				
Name	Date of Court Order Authorizing Payment	Amount Approved	Amount Paid this Month	Total Paid to Date
Total Payments to Professionals				

Case Number: 4:18-bk-02635-BMW

CASE STATUS

QUESTIONNAIRE

	YES	NO
Have any funds been disbursed from any accounts other than a Debtor-in-Possession account?		X
Are any post-petition receivables (accounts, notes or loans) due from related parties?		X
Are any wages past due?		X
Are any U. S. Trustee quarterly fees delinquent?		X

Provide a detailed explanation of any "YES" answers to the above questions: (attach additional sheets if needed)

Current number of employees: _____

INSURANCE

Carrier & Policy Number	Type of Policy	Period Covered	Payment Amount & Frequency
see attached			

What steps have been taken to remedy the problems which brought on the chapter 11 filing?

Capitalization of company.

Making rent ready repairs on subject properties.

Identify any matters that are delaying the filing of a plan of reorganization:

None

Case Number: 4:18-bk-02635-BMW

DISBURSEMENT DETAIL

PLEASE ATTACH COPIES OF BANK STATEMENTS

Month: Apr-18
Account # 4045
Bank Name Wells Fargo

Table with 4 columns: Date, Payee, Purpose, Amount. Title: Cash/Electronic Disbursements. Total Cash/Electronic Disbursements: 351.94

Table with 5 columns: Check Number, Date, Payee, Purpose, Amount. Title: CHECKS ISSUED. Includes entries for John Kurz and US Trustee. Total checks listed on this page: 600. Total checks listed on continuation pages: 0.

TOTAL DISBURSEMENTS FOR THE MONTH (include cash/electronic disbursements) 951.94

Wells Fargo Simple Business Checking

Account number: **4045** ■ April 1, 2018 - April 30, 2018 ■ Page 1 of 4



HISTORIC HABITATS/RUBI L.L.C
DEBTOR IN POSSESSION
CH 11 CASE # 18- 02635 (AZ)
6460 E GRANT RD UNIT 30817
TUCSON AZ 85751-4034

Questions?

Available by phone 24 hours a day, 7 days a week:
Telecommunications Relay Services calls accepted

1-800-CALL-WELLS (1-800-225-5935)

TTY: 1-800-877-4833

En español: 1-877-337-7454

Online: wellsfargo.com/biz

Write: Wells Fargo Bank, N.A. (038)
P.O. Box 6995
Portland, OR 97228-6995

Your Business and Wells Fargo

Access complimentary resources and tools to help you create or revise your business plan - whether you're an experienced business owner or just starting out. Find out more at wellsfargoworks.com/plan.

Account options

A check mark in the box indicates you have these convenient services with your account(s). Go to wellsfargo.com/biz or call the number above if you have questions or if you would like to add new services.

Business Online Banking	<input checked="" type="checkbox"/>
Online Statements	<input checked="" type="checkbox"/>
Business Bill Pay	<input type="checkbox"/>
Business Spending Report	<input checked="" type="checkbox"/>
Overdraft Protection	<input type="checkbox"/>

Activity summary

Beginning balance on 4/1	\$603.87
Deposits/Credits	1,000.00
Withdrawals/Debits	- 477.93
Ending balance on 4/30	\$1,125.94
Average ledger balance this period	\$588.72

Account number: **4045**

HISTORIC HABITATS/RUBI L.L.C
DEBTOR IN POSSESSION
CH 11 CASE # 18- 02635 (AZ)

Arizona account terms and conditions apply

For Direct Deposit use
Routing Number (RTN): 122105278

For Wire Transfers use
Routing Number (RTN): 121000248

Overdraft Protection

This account is not currently covered by Overdraft Protection. If you would like more information regarding Overdraft Protection and eligibility requirements please call the number listed on your statement or visit your Wells Fargo store.



Transaction history

Date	Check Number	Description	Deposits/ Credits	Withdrawals/ Debits	Ending daily balance
4/4	1003	Check		275.00	328.87
4/10		Tusconeceez-Pay Utilitypmt 180409 4799194 Payer Name		110.14	218.73
4/12	1001	Check		83.48	135.25
4/17	<	Business to Business ACH Debit - State Farm Ro 08 Cpc-Client 24 S 1278767424 Historic Habitats/Rub		9.31	125.94
4/20		Deposit Made In A Branch/Store	1,000.00		1,125.94
Ending balance on 4/30					1,125.94
Totals			\$1,000.00	\$477.93	

The Ending Daily Balance does not reflect any pending withdrawals or holds on deposited funds that may have been outstanding on your account when your transactions posted. If you had insufficient available funds when a transaction posted, fees may have been assessed.

< **Business to Business ACH:** If this is a business account, this transaction has a return time frame of one business day from post date. This time frame does not apply to consumer accounts.

Summary of checks written (checks listed are also displayed in the preceding Transaction history)

Number	Date	Amount	Number	Date	Amount
1001	4/12	83.48	1003 *	4/4	275.00

* Gap in check sequence.

Monthly service fee summary

For a complete list of fees and detailed account information, see the Wells Fargo Account Fee and Information Schedule and Account Agreement applicable to your account (EasyPay Card Terms and Conditions for prepaid cards) or talk to a banker. Go to wells Fargo.com/feefaq for a link to these documents, and answers to common monthly service fee questions.

Fee period 04/01/2018 - 04/30/2018	Standard monthly service fee \$10.00	You paid \$0.00
We waived the fee this fee period to allow you to meet the requirements to avoid the monthly service fee. This is the final period with the fee waived. For the next fee period, you need to meet the requirement(s) to avoid the monthly service fee.		
How to avoid the monthly service fee	Minimum required	This fee period
Have any ONE of the following account requirements		
· Average ledger balance	\$500.00	\$589.00 <input checked="" type="checkbox"/>
C1/C1		

Account transaction fees summary

Service charge description	Units used	Units included	Excess units	Service charge per excess units (\$)	Total service charge (\$)
Cash Deposited (\$)	0	3,000	0	0.0030	0.00
Transactions	6	50	0	0.50	0.00
Total service charges					\$0.00



IMPORTANT ACCOUNT INFORMATION

The following addendum to the "Rights and responsibilities" section of the Business Account Agreement is effective April 30, 2018:

What happens upon the death or incompetence of a business owner?

Sole Proprietors Only:

We may accept and comply with court orders and legal documents, and take direction from affiants or court appointed personal representatives, guardians, or conservators from your state of residence, even if different than where your account was opened except as otherwise required by applicable law or court order. We may require additional documentation be provided to us before complying with the directions given by affiants or court appointed personal representatives, guardians, or conservators. We reserve the right to require U.S. court documents for customers who reside outside of the U.S. at time of incompetence or death.

For Non-Sole Proprietors:

Upon notification to the bank of the death or incompetence of a business owner, the business entity will provide documentation evidencing any change in the ownership or control of the entity following applicable legal formalities.

EXHIBIT C

Liquidation Analysis

Historic Habitats/Rubi LLC
Hypothetical Liquidation Analysis

ASSETS	MOR		
	04/30/18	Recovery %	Recovery
Cash	-	100.0%	-
Rents Receivable (net)	3,000.00	75.0%	2,250.00
13959 N. EDDINGTON PLACE, TUCSON, AZ	215,340.00	100.0%	215,340.00
5971 E. 29TH ST., TUCSON, AZ	47,950.00	100.0%	47,950.00
6381 E. CALLE PEGASO, TUCSON, AZ	79,500.00	100.0%	79,500.00
2160 S. ILIOS PLACE, TUCSON, AZ	99,650.00	100.0%	99,650.00
8426 S. GUPTA DR., TUCSON, AZ	118,900.00	100.0%	118,900.00
3514 W. ETHAN CROSSING, TUCSON, AZ	119,800.00	100.0%	119,800.00
6549 N. SHADOW BLUFF, TUCSON, AZ	178,720.00	100.0%	178,720.00
175 E. 12TH ST., TUCSON, AZ	405,600.00	100.0%	405,600.00
Zone Spark	7,000.00	75%	5,250.00
TOTAL ASSETS	1,275,460.00		1,272,960.00
Less:			
Chapter 7 Trustee Fees		3.0%	38,188.80
Chapter 7 Trustee's Professional Fees			1,500.00
			39,688.80
Net Available after Chapter 7 Fees			1,233,271.20
Less Secured Debt			\$2,201,308.39
Secured Debt Recovery			56.02%
Net Available after Secured Debt			-
Less Chapter 11 Professionals			15,000.00
Recovery to Chapter 11 Professionals			0.0%
Net Available for Priority and Unsecured Creditors			-
Total Other Unsecured			1.00
Recovery			0.0%

EXHIBIT D

Sources and Uses of Cash on Effective Date

Historic Habitats/Rubi LLC

Sources & Uses of Cash on Plan Effective Date

Sources	
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Accumulated Rents	\$5,500
Class 12 Contribution	\$93,085
Total	\$98,585

Uses	
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Debt Service Reserve	-\$22,101
Administrative Claims	-\$25,975
Renovation Fund	-\$40,000
	-\$88,076
Net Cash	\$10,509

EXHIBIT E

Financial Projections

Historic Habitats/Rubi LLC

Operating Projection-Assuming no property sales

REVENUE	Year 1	Year 2	Year 3	Year 4	Year 5
5971 E 29th St, Tucson, AZ	\$14,400.00	\$14,400.00	\$14,832.00	\$14,832.00	\$15,276.96
6318 E Calle Pegaso Tucson, AZ	\$13,140.00	\$13,140.00	\$13,534.20	\$13,534.20	\$13,940.23
13959 N Eddington Place Tucson, AZ	\$21,600.00	\$21,600.00	\$22,248.00	\$22,248.00	\$22,915.44
2160 S Ilios Place Tucson, AZ	\$13,200.00	\$13,200.00	\$13,596.00	\$13,596.00	\$14,003.88
8426 S Gupta Dr. Tucson, AZ	\$18,000.00	\$18,000.00	\$18,540.00	\$18,540.00	\$19,096.20
3514 W Ethan Crossing Tucson AZ	\$16,800.00	\$16,800.00	\$17,304.00	\$17,304.00	\$17,823.12
6549 N Shadow Bluff Tucson, AZ	\$18,000.00	\$18,000.00	\$18,540.00	\$18,540.00	\$19,096.20
175 E 12th St Tucson, AZ	\$25,140.00	\$25,140.00	\$25,894.20	\$25,894.20	\$26,671.03
Gross Income	\$140,280.00	\$140,280.00	\$144,488.40	\$144,488.40	\$148,823.05
Vacancy @ 10%	\$14,028.00	\$14,028.00	\$14,448.84	\$14,448.84	\$14,882.31
Effective Gross Income	\$126,252.00	\$126,252.00	\$130,039.56	\$130,039.56	\$133,940.75
Operating Expenses					
Management Company	\$9,468.90	\$9,468.90	\$9,752.97	\$9,752.97	\$10,045.56
Repairs	\$5,611.20	\$5,611.20	\$5,779.54	\$5,779.54	\$5,952.92
Advertising	\$1,402.80	\$1,402.80	\$1,444.88	\$1,444.88	\$1,488.23
Property Taxes	\$22,116.04	\$22,558.36	\$23,009.53	\$23,469.72	\$23,939.11
Insurance	\$4,841.82	\$4,938.66	\$5,037.43	\$5,138.18	\$5,240.94
Total Expenses	\$43,440.76	\$43,979.92	\$45,024.34	\$45,585.28	\$46,666.76
NOI	\$82,811.24	\$82,272.08	\$85,015.22	\$84,454.28	\$87,273.98
Plan Payments					
Secured Claims					
Class 2-5971 E 29th St, Tucson, AZ	-\$2,467.85	-\$2,467.85	-\$2,467.85	-\$2,467.85	-\$2,467.85
Class 3-3514 W Ethan Crossing Tucson AZ	-\$6,165.76	-\$6,165.76	-\$6,165.76	-\$6,165.76	-\$6,165.76
Class 4-6318 E Calle Pegaso Tucson, AZ	-\$4,091.64	-\$4,091.64	-\$4,091.64	-\$4,091.64	-\$4,091.64
Class 5-175 E 12th St Tucson, AZ	-\$20,875.07	-\$20,875.07	-\$20,875.07	-\$20,875.07	-\$20,875.07
Class 6-13959 N Eddington Place Tucson, AZ	-\$11,082.93	-\$11,082.93	-\$11,082.93	-\$11,082.93	-\$11,082.93
Class 7-2160 S Ilios Place Tucson, AZ	-\$5,128.70	-\$5,128.70	-\$5,128.70	-\$5,128.70	-\$5,128.70
Class 8-8426 S Gupta Dr. Tucson, AZ	-\$6,119.44	-\$6,119.44	-\$6,119.44	-\$6,119.44	-\$6,119.44
Class 9 - 6549 N Shadow Bluff Tucson, AZ	-\$9,198.21	-\$9,198.21	-\$9,198.21	-\$9,198.21	-\$9,198.21
Class 10- Zone Spark	-\$1,239.79	-\$1,239.79	-\$1,239.79	-\$1,239.79	-\$1,239.79
	-\$66,369.40	-\$66,369.40	-\$66,369.40	-\$66,369.40	-\$66,369.40
Unsecured Claims					
<i>Net Distributable Income</i>	<i>\$16,441.84</i>	<i>\$15,902.68</i>	<i>\$18,645.81</i>	<i>\$18,084.87</i>	<i>\$20,904.58</i>
Class 11- General Unsecured Creditors	5000	5000	5000	5000	\$5,226.15
Equity					
Eligible for Distribution to Class 12	\$11,441.84	\$10,902.68	\$13,645.81	\$13,084.87	\$15,678.44
Class 12 ROI on \$93,085 Effective Date Contribution	-88%	-59%	-35%	-21%	-10%

Historic Habitats/Rubi LLC

Operating Projection-Assuming two property sales

REVENUE	Year 1	Year 2	Year 3	Year 4	Year 5
5971 E 29th St, Tucson, AZ	\$14,400.00	\$14,400.00	\$168,616.00	0	0
6318 E Calle Pegaso Tucson, AZ	\$13,140.00	\$13,140.00	\$13,534.20	\$13,534.20	\$13,940.23
13959 N Eddington Place Tucson, AZ	\$21,600.00	\$21,600.00	\$22,248.00	\$22,248.00	\$22,915.44
2160 S Ilios Place Tucson, AZ	\$13,200.00	\$13,200.00	\$13,596.00	\$13,596.00	\$14,003.88
8426 S Gupta Dr. Tucson, AZ	\$18,000.00	\$18,000.00	\$18,540.00	\$18,540.00	\$19,096.20
3514 W Ethan Crossing Tucson AZ	\$16,800.00	\$16,800.00	\$17,304.00	\$17,304.00	\$17,823.12
6549 N Shadow Bluff Tucson, AZ	\$18,000.00	\$252,270.00	0	0	0
175 E 12th St Tucson, AZ	\$25,140.00	\$25,140.00	\$25,894.20	\$25,894.20	\$26,671.03
Gross Income	\$140,280.00	\$374,550.00	\$279,732.40	\$111,116.40	\$114,449.89
Vacancy @ 10%	\$14,028.00	\$37,455.00	\$27,973.24	\$11,111.64	\$11,444.99
Effective Gross Income	\$126,252.00	\$337,095.00	\$251,759.16	\$100,004.76	\$103,004.90
Operating Expenses					
Management Company	\$9,468.90	\$7,036.88	\$6,791.94	\$7,500.36	\$7,725.37
Repairs	\$5,611.20	\$5,251.20	\$4,741.30	\$4,444.66	\$4,578.00
Advertising	\$1,402.80	\$3,745.50	\$2,797.32	\$1,111.16	\$1,144.50
Property Taxes	\$22,116.04	\$22,558.36	\$23,009.53	\$23,469.72	\$23,939.11
Insurance	\$4,841.82	\$4,938.66	\$5,037.43	\$5,138.18	\$5,240.94
Total Expenses	\$43,440.76	\$43,530.59	\$42,377.51	\$41,664.07	\$42,627.92
NOI	\$82,811.24	\$293,564.41	\$209,381.65	\$58,340.69	\$60,376.99
Plan Payments					
Secured Claims					
Class 2-5971 E 29th St, Tucson, AZ	-\$2,467.85	-\$2,467.85	-\$49,183.92	0	0
Class 3-3514 W Ethan Crossing Tucson AZ	-\$6,165.76	-\$6,165.76	-\$6,165.76	-\$6,165.76	-\$6,165.76
Class 4-6318 E Calle Pegaso Tucson, AZ	-\$4,091.64	-\$4,091.64	-\$4,091.64	-\$4,091.64	-\$4,091.64
Class 5-175 E 12th St Tucson, AZ	-\$20,875.07	-\$20,875.07	-\$20,875.07	-\$20,875.07	-\$20,875.07
Class 6-13959 N Eddington Place Tucson, AZ	-\$11,082.93	-\$11,082.93	-\$11,082.93	-\$11,082.93	-\$11,082.93
Class 7-2160 S Ilios Place Tucson, AZ	-\$5,128.70	-\$5,128.70	-\$5,128.70	-\$5,128.70	-\$5,128.70
Class 8-8426 S Gupta Dr. Tucson, AZ	-\$6,119.44	-\$6,119.44	-\$6,119.44	-\$6,119.44	-\$6,119.44
Class 9 - 6549 N Shadow Bluff Tucson, AZ	-\$9,198.21	-\$183,319.10	0	0	0
Class 10- Zone Spark	-\$1,239.79	-\$1,239.79	-\$1,239.79	-\$1,239.79	-\$1,239.79
	-\$66,369.40	-\$240,490.30	-\$103,887.27	-\$54,703.34	-\$54,703.34
Unsecured Claims					
<i>Net Distributable Income</i>	\$16,441.84	\$53,074.11	\$105,494.38	\$3,637.34	\$5,673.64
Class 11- General Unsecured Creditors	\$5,000.00	\$13,268.53	\$26,373.59	\$5,000.00	\$5,000.00 5.87%
Equity					
Class 12- Eligible for Distribution	\$11,441.84	\$39,805.58	\$79,120.78	-\$1,362.66	\$673.64
Class 12 ROI on \$93,085 Effective Date Contribution	-88%	-28%	14%	14%	14%