

UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF FLORIDA
JACKSONVILLE DIVISION

In re:

CHAPTER 11

BRAY & GILLESPIE
MANAGEMENT, LLC, *et al.*,

CASE NO.: 3:08-bk-05473-JAF

Debtors.

Jointly-Administered with cases no.
3:08-bk-05474 through 3:08-bk-05551

**SECOND AMENDED JOINT PLAN OF REORGANIZATION SUBMITTED BY
BRAY & GILLESPIE MANAGEMENT, LLC, ET.AL.**

COUNSEL FOR DEBTORS

R. SCOTT SHUKER, ESQ.
MARIANE DORRIS, ESQ.
LATHAM, SHUKER, EDEN & BEAUDINE, LLP
390 N. ORANGE AVENUE, SUITE 600
ORLANDO, FLORIDA, 32801

May 22, 2009

UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF FLORIDA
JACKSONVILLE DIVISION

In re:

CHAPTER 11

BRAY & GILLESPIE
MANAGEMENT, LLC, *et al.*,

CASE NO.: 3:08-bk-05473-JAF

Debtors.

Jointly-Administered with cases no.
3:08-bk-05474 through 3:08-bk-05551

**SECOND AMENDED JOINT PLAN OF REORGANIZATION SUBMITTED BY
BRAY & GILLESPIE MANAGEMENT, LLC, ET AL.**

BRAY & GILLESPIE MANAGEMENT, LLC, d/b/a Ocean Waters Management (“B&G Management”), and seventy-eight (78) of its affiliated or related debtors and debtors-in-possession as set forth in **Exhibit “A”** (collectively, B&G Management and certain affiliates and related entities listed on **Exhibit “A”** hereafter referred to as “Debtors”), hereby propose the following second amended joint amended plan of reorganization (“Plan”), pursuant to Chapter 11 of the Code, 11

THE PLAN PROVIDES FOR RELEASES OF, AND INJUNCTIVE RELIEF TO PROTECT, CERTAIN PERSONS, INCLUDING INSIDERS OF THE DEBTORS, WHO ARE EITHER (1) PROVIDING CONSIDERATION TO THE ESTATE AND REORGANIZED DEBTORS, OR (2) SUBSTANTIALLY COMPROMISING THEIR CLAIMS. THE PERSONS SO PROTECTED, AND THE SCOPE OF THE RELEASES AND INJUNCTION, ARE DEFINED IN ARTICLE VIII HEREOF AND ARTICLE VII OF THE DISCLOSURE STATEMENT. IF THE PLAN IS CONFIRMED ALL PERSONS SPECIFIED IN THESE PROVISIONS OF THE PLAN WILL BE RELEASED FROM THE CLAIMS OF ANY CREDITOR, DEBTORS, AND PARTY IN INTEREST IN THESE CASES.

U.S.C. § 101, *et seq.*

ARTICLE I. - DEFINITIONS.

For the purpose of the Plan, the following terms will have the meanings set forth below:

Administrative Claim shall mean any Claim arising on or or after the Petition Date and before the Effective Date including, without limitation, a Claim for payment of an administrative expense of a kind specified in § 503(b) of the Code, and of a kind referred to in § 507(a)(2) of the Code, the actual, necessary costs and expenses incurred after the commencement of the Chapter 11 Cases of preserving Debtors' estates and operating the businesses of Debtors, including, wages, salaries, or commissions for services, compensation for legal and other services and reimbursement of expenses awarded under Sections 330(a) or 331 of the Code, and all fees and charges assessed against the Estates under Chapter 123 of Title 28, United States Code.

Administrative Claims Bar Date shall mean the date by which all Administrative Claims must be filed with the Bankruptcy Court to be allowed. The Administrative Claims Bar Date will be established by the Bankruptcy Court as a specific date prior to the Confirmation Date.

Affiliate shall mean a Person that directly or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, another Person. A Person "controls" any Person in which it has the power to (i) vote, directly or indirectly, 5% or more of the voting interests in such entity or (ii) direct or cause the direction of the management or policies of such Person, whether through the ownership of voting securities, by agreement, or otherwise.

Affiliated Entities shall mean those entities listed in **Exhibit "A"**.

Allowed Administrative Claim shall mean all or that portion of any Administrative Claim which has been or becomes allowed by Order of the Bankruptcy Court.

Allowed Amount shall mean the amount of an Allowed Claim.

Allowed Claim shall mean a Claim (a) with respect to which a proof of Claim has been filed with the Bankruptcy Court in accordance with the provisions of § 501 of the Code and Rule 3001 and within any applicable period of limitation fixed by Rule 3003 or any notice or Order of the Bankruptcy

Bankruptcy Court; (b) deemed filed pursuant to § 1111(a) of the Code by virtue of such Claim having been scheduled in the list of Creditors prepared and filed by Debtors with the Bankruptcy Court pursuant to § 521(1) and Rule 1007(b) and not listed as disputed, contingent or unliquidated; or (c) deemed an Allowed Claim (including Allowed Secured Claims and Allowed Unsecured Claims) pursuant to the provisions of the Plan or any Order of the Bankruptcy Court. Notwithstanding the foregoing, and unless otherwise provided in the Plan or unless deemed or adjudicated an Allowed Claim pursuant to the provisions of the Plan or any Order of the Bankruptcy Court, an Allowed Claim shall not include any Claim as to which an objection to or proceeding challenging the allowance of any portion thereof has been interposed by Debtors, the Reorganized Debtors, the B&G Liquidation Trust or the Committee, within any applicable period of limitation fixed pursuant to the Plan, by Rule 3003, or any Order of the Bankruptcy Court, until such objection or proceeding has been overruled, dismissed or settled by entry of a Final Order. Notwithstanding the filing of any such objection or the commencement of any such proceeding, a Claim may be temporarily allowed for voting purposes pursuant to the provisions of Rule 3018(a). Unless otherwise specified in the Plan or any Order of the Bankruptcy Court, an Allowed Claim shall not include or accrue interest on the amount of such Claim maturing, incurred otherwise or arising subsequent to the Petition Date.

Allowed Interest shall mean an Interest (a) with respect to which a proof of Interest has been filed with the Bankruptcy Court within the applicable period of limitation fixed by Rule 3001 or a Final Order; or (b) scheduled in the list of equity security holders prepared and filed by Debtors with the Bankruptcy Court pursuant to Rule 1007(b); and in either case as to which no objection to the allowance thereof has been interposed within any applicable period of limitation fixed by Rule 3001 or any Order of the Bankruptcy Court.

Allowed Priority Tax Claim shall mean a Priority Claim pursuant Code section 507(a)(8), to the extent such Priority Claim is or becomes an Allowed Claim.

Allowed Secured Claim shall mean a Secured Claim to the extent provided under Section 506 of the Bankruptcy Code and to the extent that neither the Lien underlying the Claim is challenged nor the amount of the Claim is challenged as provided for herein.

Allowed Unsecured Claim shall mean an Unsecured Claim to the extent such Unsecured Claim is or becomes as Allowed Claim.

Arbor shall mean Arbor Realty Participation, LLC and certain of its affiliates, including Arbor Realty Funding, LLC, Arbor Realty Mortgage Securities Series 2006-1, Ltd., and Arbor Realty Mortgage Securities Series 2004-1, Ltd.

Arbor Cash Collateral Reserve shall mean a newly-created reserve which shall be property of the ArborCo Entities, subject only to the Liens of Arbor under the New Arbor Loan Documents, and held in an account controlled by Arbor and applied by Arbor for any purpose relating to the New Arbor Loan, except that Arbor may only prepay principal so long as a default shall have occurred and be continuing under the New Arbor Loan.

Arbor Fees shall mean the legal fees and expenses and title premiums of Arbor incurred through the Effective Date that have not paid before the Confirmation Date and will be paid as follows: (i) \$250,000 from Exit Financing and (ii) the remainder from the Reserve, subject to the Reimbursement Obligation.

Arbor Insurance Proceeds shall mean any and all amounts recovered by or otherwise paid to or on behalf of the plaintiffs in the Lexington Litigation in respect of damages suffered, or Claims (including claims for punitive damages, interest, attorneys fees or otherwise), asserted by or on behalf

behalf of the Debtors Bray & Gillespie Plaza LLC, Bray & Gillespie LaPlaya LLC. and Bray & Gillespie LLC V in the Lexington Litigation.

Arbor Insurance Proceeds Lien shall mean Arbor's perfected, unavoidable, Allowed first priority lien on and Security Interest in the Arbor Insurance Proceeds. Arbor shall deposit amounts received in respect of the Arbor Insurance Proceeds Lien as follows: (i) first, to the Ordinary Course Reserves in an amount sufficient to increase the funds balance available in such reserves in respect of capital repairs, replacements and improvements, to \$1,500,000; (ii) second, to the Reserve in an amount equal to the Reimbursement Obligation ; (iii) third, to the Arbor Cash Collateral Reserve in an amount up to \$3,500,000; and (iv) fourth, any remaining amounts to the Reserve.

ArborCo Entities shall mean New Acapulco, New Conch House, New La Playa, New Mayan, New Plaza, New Plaza Ocean Club and New SoHo. All of the equity or membership interest in the ArborCo Entities shall be owned by Holding Co on the Effective Date.

Asset Co. shall mean Ocean Waters Asset Co., LLC, a Person created pursuant to and in connection with the consummation of the Plan, which, upon the Effective Date and pursuant to the Plan, shall succeed to the Debtors' right, title and interest in and to the following assets: (i) the 600 North Condo Units; (ii) the real property located at 222 Seminole Avenue, Ormond Beach, Florida; (iii) the real property located at 333 S. Atlantic Avenue, Daytona Beach, Florida; (iv) the real property located at 250 S. Atlantic Avenue, Ormond Beach, Florida; (v) the Hartford Litigation; (vi) the Lexington Litigation; (vii) Causes of Actions; and (viii) all other tangible and intangible assets of the Debtors not transferred to, consolidated into or otherwise owned by any of the remaining Reorganized Debtors or Westbank as of the Effective Date.

Ballot shall mean the form(s) distributed to each Creditor holding a Claim in an impaired Class, on which is to be indicated the acceptance or rejection of the Plan.

Ballot Date shall mean the date set by the Bankruptcy Court by which all votes for acceptance or rejection of the Plan must be received by the Bankruptcy Court or the balloting agent, as the case may be.

Bankruptcy Cases shall mean the bankruptcy cases of the Debtors, each of which are pending before the United States Bankruptcy Court for the Middle District of Florida, Jacksonville Division, pursuant to Chapter 11 of the Code.

Bankruptcy Court shall mean the United States Bankruptcy Court for the Middle District of Florida, Jacksonville Division, in which Debtors' Chapter 11 Cases are pending, and any Bankruptcy Court having jurisdiction to hear appeals or certiorari proceedings there from.

Bankruptcy Estates shall mean the estates created pursuant to § 541 of the Code by the commencement of Debtors' Chapter 11 cases and shall include all property of the Estates as defined in such Section.

Bar Date shall mean the date fixed by Order of the Bankruptcy Court as the last date for the filing of Claims in these Cases.

Beneficiary Committee shall mean the committee created pursuant to Article VII and VIII of the Plan.

Business Day shall mean a day other than a Saturday or a Sunday or any other day on which the majority of commercial banks located in Orlando, Florida, are required or authorized to close or any day designated as a legal holiday pursuant to Bankruptcy Rule 9006(a).

Capital Event shall mean the receipt by the Reorganized Debtors of the proceeds of any recovery in the Insurance Litigation or any of the Causes of Action or in respect of the sale or disposition of any assets of the Reorganized Debtors.

Cash shall mean cash or cash equivalents, including, but not limited to, checks, bank deposits or other similar items.

Causes of Action shall mean the following actions and causes of action (and the proceeds thereof), whether or not commenced as of the date hereof: (a) all proceedings, commenced or to be commenced pursuant to Bankruptcy Code § 502 and §§ 544-554 (or equivalent provisions of applicable non-bankruptcy laws); and (b) all claims against Creditors or Holders of Interests, parties having dealings, relationships or transactions with or related to the Debtors, any party named or identified in the Debtors' schedules or statement of financial affairs, any pleadings filed in these Chapter 11 cases, and (c) the Debtors' rights of setoff, recoupment, contribution, reimbursement, subrogation, or indemnity and any other indirect claim of any kind whatsoever; provided, however, that the Causes of Action shall not include the Released Claims or any claims or Causes of Action against the Released Parties. On the Effective Date, the Causes of Action shall be transferred to Asset Co. The transfer shall occur automatically without the need for any further order of the Bankruptcy Court. The Creditor Agent shall be the plaintiff representative in any pending Cause of Action.

Claim shall mean any right to payment, whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, or unsecured; or any right to an equitable remedy for breach of performance, if such breach

such breach gives rise to a right to payment, whether or not such right to an equitable remedy is reduced to judgment, fixed, contingent, matured, unmatured, disputed, undisputed, secured, or unsecured.

Class shall mean any Class into which Claims or Interests are classified pursuant to the Plan.

Class 1 Claim, Class 2 Claim, Class 3 Claim, etc., shall mean the specific Class into which Claims or Interests are classified pursuant to Article II of the Plan.

Code shall mean the United States Bankruptcy Code, 11 U.S.C. §101, *et seq.*, and any amendments thereof.

Confirmation shall mean the process leading to and including the entry of the Confirmation Order pursuant to §1129 of the Code.

Confirmation Date shall mean the date of entry of the Confirmation Order by the Bankruptcy Court.

Confirmation Order shall mean the Order entered by the Bankruptcy Court confirming the Plan in accordance with the provisions of the Code, and which is in form and content acceptable to the Debtors.

Confirmation Rate shall mean LIBOR plus 350 basis points but with a cap of six percent (6%).

Creditor shall have the same meaning as set forth in §101(1) of the Code.

Creditor Agent shall mean Soneet R. Kapila who shall be the trustee of the Creditor Trust and shall manage the Creditor Trust accordance with the Creditor Trust Agreement.

Creditor Trust shall mean the liquidating trust established for the benefit of the holders of Class 25 Allowed Unsecured Claims pursuant to, and with the powers set forth in, the Plan and the Creditor Trust Agreement.

Creditor Trust Agreement shall mean the agreement to be dated as of the Effective Date establishing and setting forth the provisions of the Creditor Trust and otherwise in form and substance acceptable to Arbor, Wachovia, the Committee and the Creditor Agent.

Creditor Trust Assets shall mean the Equity Interests of Holding Co.

Creditors' Committee or Committee shall mean the Official Committee of Unsecured Creditors appointed in the Cases by the United States Trustee pursuant to § 1102(a) of the Code.

Debtors shall mean B&G Management and the entities listed on **Exhibit "A."**

DIP Facility shall mean the existing debtor-in-possession lending facility pursuant to which the DIP Lender has provided financing to the Debtors during the pendency of these Chapter 11 Cases.

DIP Facility Claims shall mean all Claims against the Debtors arising under or in connection with the DIP Facility.

DIP Lender shall mean Wachovia.

Disclosure Statement shall mean the Disclosure Statement approved for distribution by the Bankruptcy Court pursuant to § 1125 of the Code together with any amendments or modifications thereto. In the event of any inconsistency between the Plan and the Disclosure Statement, the Plan controls.

Disputed Claim shall mean a Claim against Debtors which is not an Allowed Claim and which has not been disallowed by a Final Order of the Bankruptcy Court.

Disputed Unsecured Claim shall mean any Unsecured Claim which is not an Allowed Unsecured Claim.

Distribution shall mean a distribution to the holders of Allowed Claims pursuant to the Plan.

Effective Date shall mean the first Business Day on which all of the conditions specified in Article VIII(D) of the Plan have been satisfied or waived in accordance with Article VIII(D) of the Plan; provided, however, that if a stay of the Confirmation Order is in effect on such date, the Effective Date will be the first Business Day after such conditions have been satisfied and stay is no longer in effect subject to Article VIII(D) of the Plan.

Equity Interests shall mean any and all issued or authorized membership interests, common stock, stock options and warrants in any of the Debtors or the Reorganized Debtors.

Estate Assets shall mean all the assets, property and cash of the Debtors, as defined in section 541 of the Code (excluding assets previously distributed, expended or otherwise disposed of by the Debtors prior to the Confirmation Date not otherwise subject to recovery), wherever located or of whatever type or nature, existing as of the Confirmation Date, including, without limitation, the Causes of Action.

Existing Arbor Loan shall mean the \$95,000,000 secured mortgage loan made by Wachovia Bank to the Six Pack Debtors as of January 4, 2006, which loan was subsequently assigned to Arbor in one or more transactions.

Exit Credit Facility Financing shall mean the term and revolving loan credit facility to be entered into by the Reorganized Debtors, as Borrowers, and the Exit Lender, as Lender, on the Effective Date, pursuant to which the Exit Lender will provide financing to the Reorganized Debtors.

Exit Financing shall mean the Exit Credit Facility Financing in the aggregate amount of \$10,000,000, consisting of a \$3,500,000.00 revolving loan, and a \$6,500,000.00 term loan, which shall be used primarily to meet operational expenses, to pay the DIP Facility Claims, to make Plan

Payments, and to pay other Confirmation and post-confirmation expenses. The principal terms of the Exit Financing are set forth in the Commitment Letter dated May 12, 2009 (as amended May 21, 2009) from Wachovia to the Debtors, a copy of which is attached as **Exhibit D** hereto.

Exit Lender shall mean Wachovia.

Final Distribution Date shall mean the date as soon as practicable after the last to occur of (such date with respect to Class 25 being determined by the Creditor Agent): (a) the date that the last Claim becomes an Allowed Claim; or (b) the date upon which all Causes of Action have been liquidated and converted to Cash or abandoned; or (c) the date upon which all Equity Interests in the Reorganized Debtors have been sold and converted to cash.

Final Order shall mean an Order or judgment of the Bankruptcy Court which is no longer subject to appeal or certiorari proceedings or other review and as to which no appeal or certiorari proceeding or other review is pending.

Fiscal Year shall mean the fiscal year of Debtors which commences on the first day of January and concludes on the final day of December.

Governance Requirement shall mean the requirement that, on the Effective Date, one of the duly elected three managers of each ArborCo Entity shall include among its members one [or more if required by CDO] be an Independent Manager who may not be removed or replaced or have his duties materially altered without the prior written consent of Arbor

Hartford Litigation shall mean the case styled *Bray & Gillespie IX, LLC v. The Hartford Fire Insurance Company, et al.*, pending in the United States District Court for the Middle District of Florida, Orlando Division, case no. 6:07-cv-326-Orl-32KRS.

Holding Co. shall mean Ocean Waters Holding Co., LLC, a Person created pursuant to and in connection with the consummation of the Plan which, upon the Effective Date and pursuant to the Plan shall own all Equity Interests of the other Reorganized Debtors.

Hotel Co. shall mean Ocean Waters Hotel Co., LLC, a Person created pursuant to and in connection with the consummation of the Plan which, upon the Effective Date and pursuant to the Plan shall own the Debtors' operating hotels, other than those owned by the ArborCo Entities, ING Co., LNR Co., Wells-One Co., and Wells-Two Co., and whose Equity Interests shall be owned by Holding Co.

Impaired Class shall mean any Class whose members are holders of Claims or Interests which are impaired within the meaning of §1124 of the Code.

Independent Manager shall mean a duly appointed member of the board of managers of each ArborCo Entity satisfactory to Arbor in its sole discretion who shall not have been at the time of such individual's appointment, and may not be or have been at any time (A) a shareholder, officer, director, attorney, counsel, partner, member or employee of any Debtor, any Reorganized Debtor, the Exit Lender or any of the foregoing Persons or Affiliates thereof, (B) a customer or creditor of, or supplier or service provider to, any Reorganized Debtor, or any of its shareholders, partners, members or their Affiliates, or (C) an Affiliate or family member of any Person referred to in (A) or (B) above.

ING Co. shall mean Bray & Gillespie XXXVI, LLC, whose equity interest is owned by Holding Co.

Insider shall have the same meaning as set forth in §101(31) of the Code.

Insurance Litigation shall mean the Hartford Litigation and the Lexington Litigation.

Intercompany Claim means any claim by a Debtor against another Debtor or any account reflecting intercompany book entries.

Interest shall mean an issued or authorized outstanding share or shares of common stock, a warrant or warrants for the issuance of such share or shares, other stock, stock equivalents, limited partnership interest, or other equity instruments in Debtors.

Junior Condo Lien shall mean a perfected, second priority mortgage lien on and security interest in the 600 North Condo Units in the amount of \$3,000,000.00, which will secure the obligations of the ArborCo Entities under the New Arbor Loan. The Junior Condo Lien shall be entitled to payment from the proceeds of the sale of any of the 600 North Condo Units in accordance with the terms of the New Intercreditor Agreement.

Land Co. shall mean Ocean Waters Land Co., LLC, a Person created pursuant to and in connection with the consummation of the Plan which, upon the Effective Date and pursuant to the Plan shall own all of the Debtors' unimproved real property and other real property not owned by another Reorganized Debtor, and whose Equity Interest shall be owned by Holding Co..

Lexington Litigation shall mean the action pending in the United States District Court for the Middle District of Florida, Orlando Division, styled *Bray & Gillespie Management LLC et al. v. Lexington Insurance Company et al.*, case no. 6:07-cv-222-Orl-19KRS.

LIBOR shall mean the one-month London Interbank Offering Rate, as published in the Wall Street Journal from time to time.

Lien shall mean any mortgage, lien, charge, security interest, encumbrance, or other security device of any kind affecting any asset or property of Debtors but only to the extent that such interest is recognized as valid by a court of competent jurisdiction if the validity or scope of such interest is

challenged by Debtors, the Creditors' Committee, Creditor Trust, or any other party with standing to bring such a challenge.

LMAs shall mean leasing and management agreements relating to the Plaza Condo Units, between (i) SoHo and the various owners of the Third Party Condo Units and (ii) SoHo and 600 North.

LNR Co. shall mean Bray & Gillespie XXIV, LLC, whose Equity Interest, upon the Effective Date and pursuant to the Plan, shall be owned by Holding Co.

Management Co. shall mean Bray & Gillespie Management, LLC whose name shall be changed to Ocean Waters Management Co., LLC, and whose Equity Interest, upon the Effective Date and pursuant to the Plan, shall be owned by Holding Co,

Material Action shall mean: (i) seeking an order for relief or commencing any case, proceeding or other action on behalf of the Company under any existing or future law of any jurisdiction relating to bankruptcy, insolvency, reorganization or relief of debtors; (ii) initiating, consent to or instituting proceedings to have the Company adjudicated as bankrupt or insolvent; (iii) filing of, consenting to, acquiescing in the filing of, or joining in the filing of a bankruptcy or insolvency petition or the institution of bankruptcy or insolvency proceedings against the Company; (iv) filing a petition or otherwise initiating or consenting to or acquiescing in a petition seeking reorganization, arrangement, adjustment, winding-up, composition, liquidation or other relief on behalf of the Company of its debts under any present or future federal or state law relating to bankruptcy, insolvency or relief of creditors; (v) seeking or consenting to the appointment of a receiver, liquidator, assignee, trustee, sequestrator, custodian or any similar official for the Company or a substantial portion of its properties; (vi) making or consenting to any assignment for the benefit of

of the Company's creditors or admitting in writing its inability to pay its debts generally as they become due or declaring a moratorium on its debt; or (vii) taking any action in furtherance of any of the foregoing.

Net 600 North Condo Unit Sale Proceeds shall mean the Cash proceeds of the sale of each 600 North Condo, net of reasonable and customary expenses of sale, none of which expenses shall be payable to Arbor, Wachovia, or any Reorganized Debtor or any of their respective Affiliates.

New Acapulco shall mean a special purpose, bankruptcy remote, limited liability company that shall (i) be governed by an operating agreement which shall be in the form and substance acceptable to Arbor, and which shall include the Governance Requirement and the Separateness Requirements and to the extent not inconsistent with the foregoing, that contain provisions similar to those found in the organizational documents of the Six Pack Debtors (ii) on the Effective Date, receive and retain all of the assets of the Debtor Bray & Gillespie LLC VI, d/b/a Acapulco Hotel and Resort, located at 2505 S. Atlantic Avenue, Daytona Beach, Florida.

New Arbor Loan shall mean that certain mortgage loan facility in the original principal amount of \$85,000,000.00 to be entered into by Arbor and the ArborCo Entities on or prior to the Effective Date. The New Arbor Loan shall be evidenced and governed by the New Arbor Loan Documents and shall be secured by (i) first priority Liens on and Security Interests in (a) all the assets of the ArborCo Entities, (b) the Reserve, (c) the Plaza Gross Revenues (d) the LMAs, (e) the Ordinary Course Reserves, and (f) the Arbor Cash Collateral Reserves, (ii) the Junior Condo Lien and (iii) the Arbor Insurance Proceeds. The principal terms of the New Arbor Loan are set forth on Exhibit ___ hereto.

New Arbor Loan Documents shall mean the promissory note, mortgage, control account agreements and other instruments, documents and agreements that evidence, govern and otherwise are entered into in connection with the New Arbor Loan, which shall have the principal terms set forth on Exhibit ___ hereto and otherwise shall be in form and substance acceptable to Arbor. The New Arbor Loan Documents shall contain reasonable and customary covenants, representations, warranties, events of default, and other provisions similar to those contained in the Existing Arbor Loan, with such changes as Arbor may require.

New Conch House shall mean a special purpose, bankruptcy remote, limited liability company that shall (i) be governed by an operating agreement which shall be in the form and substance acceptable to Arbor, which shall include the Governance Requirement and the Separateness Requirements and to the extent not inconsistent with the foregoing, that contain provisions similar to those found in the organizational documents of the Six Pack Debtors (ii) on the Effective Date, receive and retain all of the assets of the Debtor Bray & Gillespie LLC XIV, d/b/a Conch House, located at 700 N. Atlantic Avenue, Daytona Beach, Florida.

New Intercreditor Agreement shall mean the Intercreditor Agreement entered into as of the Effective Date by and among Arbor and the Exit Lender, which shall be in form and substance acceptable to Arbor and the Exit Lender.

New La Playa shall mean a special purpose, bankruptcy remote, limited liability company that shall (i) be governed by an operating agreement which shall be in the form and substance acceptable to Arbor, which shall include the Governance Requirement and the Separateness Requirements and to the extent not inconsistent with the foregoing, that contain provisions similar to those found in the organizational documents of the Six Pack Debtors (ii) on the Effective Date, receive and retain all of

receive and retain all of the assets of the Debtor Bray & Gillespie La Playa LLC, d/b/a La Playa Resort and Suites, located at 2500 N. Atlantic Avenue, Daytona Beach, Florida.

New Mayan shall mean a special purpose, bankruptcy remote, limited liability company that shall (i) be governed by an operating agreement which shall be in the form and substance acceptable to Arbor, which shall include the Governance Requirement and the Separateness Requirements and to the extent not inconsistent with the foregoing, that contain provisions similar to those found in the organizational documents of the Six Pack Debtors (ii) on the Effective Date, receive and retain all of the assets of the Debtor Bray & Gillespie LLC XV, d/b/a Mayan Inn, located at 103 S. Ocean Avenue, Daytona Beach, Florida.

New Plaza shall mean a special purpose, bankruptcy remote, limited liability company that shall (i) be governed by an operating agreement which shall be in the form and substance acceptable to Arbor, which shall include the Governance Requirement and the Separateness Requirements and to the extent not inconsistent with the foregoing, that contain provisions similar to those found in the organizational documents of the Six Pack Debtors (ii) on the Effective Date, receive and retain all of the assets of the Debtor Bray & Gillespie Plaza, LLC, d/b/a The Plaza Resort & Spa, located at 600 N. Atlantic Avenue, Daytona Beach, Florida.

New Plaza Ocean Club shall mean a special purpose, bankruptcy remote, limited liability company that shall (i) be governed by an operating agreement which shall be in the form and substance acceptable to Arbor, which shall include the Governance Requirement and the Separateness Requirements and to the extent not inconsistent with the foregoing, that contain provisions similar to those found in the organizational documents of the Six Pack Debtors (ii) on the Effective Date, receive and retain all of the assets of the Debtor Bray & Gillespie LLC V, d/b/a The Plaza Ocean

Plaza Ocean Club, located at 640 N. Atlantic Avenue, Daytona Beach, Florida.

New 600 North LMA shall mean the master lease to be entered into by New SoHo and AssetCo.

New Secured PIK Note shall mean a promissory note issued by Land Co. pursuant to the Plan which shall: (i) be secured by specified real property of Land Co.; (ii) accrue interest at the Confirmation Rate which shall be paid in kind quarterly by adding an amount equal to such interest to the principal amount of the note; (iii) provide for recourse only to the collateral securing the note; and (iv) mature on the third anniversary date of the Effective Date, at which time the principal amount and all accrued interest shall be payable; provided, however, Land Co. shall have the right to extend the maturity date for an additional two years if it funds an interest reserve prior to maturity in an amount equal to taxes and interest at the Confirmation Rate in effect at the time of extension for the option period.

New SoHo shall mean a special purpose, bankruptcy remote, limited liability company that shall (i) be governed by an operating agreement which shall be in the form and substance acceptable to Arbor, which shall include the Governance Requirement and the Separateness Requirements and to the extent not inconsistent with the foregoing, that contain provisions similar to those found in the organizational documents of the Six Pack Debtors (ii) on the Effective Date, receive and retain all of the assets of the Debtor Southern Hospitality Resorts and Residences LLC.

New Vendor Capital Loan shall have the meaning provided in Article V (C) of this Plan.

Non-Consolidation Opinion shall mean a reasoned legal opinion delivered as of the Effective Date by a law firm representing the ArborCo Entities and reasonably acceptable to Arbor concerning the substantive non-consolidation of the ArborCo Entities.

Nonordinary Course Administrative Claim shall mean an Administrative Claim other than an Ordinary Course Administrative Claim.

Order shall mean a determination, decree, adjudication or judgment issued or entered by the Bankruptcy Court.

Ordinary Course Administrative Claim shall mean an Administrative Claim incurred in the ordinary course of business of Debtors; *provided, however*, that (i) any due and unpaid, post-petition payment in respect of rejected, or to be rejected, executory contracts or unexpired leases shall not be an Ordinary Course Administrative Claim, (ii) any debt not paid when due according to ordinary business terms or, in any event, within 30 days after the debt was incurred, shall not be an Ordinary Course Administrative Claim, (iii) any debt which is disputed by the Debtors or any party in interest shall not be an Ordinary Course Administrative Claim and (iv) any Claim which is contingent, disputed or subject to liquidation through pending or prospective litigation.

Ordinary Course Reserves shall mean reserves which shall be property of the ArborCo Entities, subject only to the Liens of Arbor under the New Arbor Loan Documents, and held in an account controlled by Arbor in respect of (i) anticipated insurance premiums and taxes and other impositions, (ii) furniture, fixtures and equipment, in an amount equal to 4% of the annual gross revenues of the ArborCo Entities and (iii) capital repairs, replacements and improvements initially to be funded after the Effective Date with an aggregate amount of \$1 million, payable in twelve equal monthly installments from gross revenues of the ArborCo Entities, and thereafter for the term of the New Arbor Loan to be funded as determined by management from cash flow of the Arbor Co Entities based on the then current capital repair, replacement and improvement needs of the ArborCo Entities.

Pari Passu shall mean creditors who, in marshalling assets, are entitled to receive out of the same fund without any precedence over each other.

Payment shall mean the Cash to be paid under the Plan to the holders of Allowed Claims.

Person shall mean an individual, corporation, limited liability company, partnership, joint venture, trust, estate, unincorporated organization, business association, or other business or legal entity association or organization, or a government or any agency or political subdivision thereof.

Petition Date shall mean September 12, 2008, the date on which Debtors filed voluntary petitions for relief under Chapter 11 of the Code.

Plan shall mean this Chapter 11 joint plan of reorganization, as amended or modified in accordance with the terms hereof or in accordance with the Code.

Plan Payments shall mean payments made by the Reorganized Debtors pursuant to the terms of the Plan, including the payment of Nonordinary Course Administrative Claims.

Plan Security shall mean the Equity Interest in Holding Co. issuable pursuant to the Plan.

Plaza Condo Units shall mean the Third Party Condo Units and the 600 North Condo Units.

Plaza Revenues shall mean all fees, rooms' revenue, and all other fees, charges and revenues derived from the LMAs and the hotel and other facilities at the Plaza Resort, provided, however, that solely with respect to Plaza Revenues derived from the LMAs relating to the Third Party Condo Units, such fees, charges and revenues shall be net of amounts payable to the owners of such Third Party Condo Units under such LMAs.

Plaza Resort shall mean the Plaza Resort and Spa facility held by the Debtor Bray & Gillespie Plaza LLC and located at 600 N. Atlantic Avenue, Daytona Beach, Florida.

Prepetition shall mean the period of time preceding the Petition Date and concluding on the Petition Date.

Prime Rate shall be the prime rate of interest as published in the *WALL STREET JOURNAL* from time to time.

Priority Claim shall mean a Claim other than an Administrative Claim to the extent such Claim is entitled to priority in payment under § 507 of the Code.

Professional shall mean: (i) any professional retained in the Chapter 11 Cases pursuant to an order of the Bankruptcy Court in accordance with Section 327 or 1103 of the Bankruptcy Code; (ii) any attorney or accountant seeking compensation or reimbursement of expenses pursuant to Section 503(b) of the Bankruptcy Code; and (iii) any entity whose fees and expenses are subject to approval by the Bankruptcy Court as reasonable pursuant to Section 1129(a)(4) of the Bankruptcy Code.

Property shall have the same meaning as the term “property of the estate” delineated in Section 541 of the Code.

Pro Rata shall mean with respect to an Allowed Claim in a given class, that same proportion that the Allowed Claims bears to the aggregate of all Allowed Claims in such class.

Pro Rata Share means as to any Allowed Class 25 Claims as of the Effective Date or such later date on which such Claim becomes Allowed, a fraction of (i) the numerator of which is the amount of such Allowed Class 25 Claim and (ii) the denominator of which is the sum of (x) all Allowed Class 25 Claims as of such date plus (y) all Disputed Class 25 Claims as of such date.

Rate Cap Agreement shall mean a prepaid Rate Cap Agreement in form and substance acceptable to Arbor capping the one month LIBOR Rate of 2.50% for a period of three years after the Effective Date.

Rate Cap Cost shall mean the cost of the Rate Cap Agreement up to a maximum amount of \$1,300,000.00.

Reimbursement Obligation shall mean Arbor’s obligation to repay from the Reserve the

amount, if any, by which the Arbor Fees withdrawn from the Reserve, exceed \$250,000.00.

Release Price shall have the meaning set forth in the New Intercreditor Agreement.

Released Claims shall mean all claims and causes of action against the Released Parties all of which shall be released as set forth in Article VIII and shall not be prosecuted by the Creditor Trust or any Creditor, Interest Holder or any other Person.

Released Parties shall mean Mr. Charles A. Bray and Mr. Joseph G. Gillespie, III, and their respective heirs, successors and assigns of each of the above.

Reorganized Debtors shall mean the corporate entities emerging from this Chapter 11 and created on the Effective Date (Holding Co., Management Co., Asset Co., the Arbor Co. Entities, ING Co., LNR Co., Wells-one Co., Wells-two Co., Hotel Co., and Land Co.) as reflected on the attached **Exhibit "B."**

Reserve shall mean a newly-created reserve, funded by the Reorganized Debtors on the Effective Date with the Reserve Amount, which shall be property of the ArborCo Entities, subject only to the Liens of Arbor under the New Arbor Loan Documents, and held in an account controlled by Arbor.

Reserve Amount shall mean \$5,000,000.00 in Cash.

Rule or **Rules** shall mean the Federal Rules of Bankruptcy Procedure, as supplemented by the Local Bankruptcy Rules as adopted by the Bankruptcy Court.

Secured Claim shall mean a Claim secured by a Lien which is perfected and enforceable under applicable law, and which is not subject to avoidance under the Code or other applicable nonbankruptcy laws. A Secured Claim which is challenged by Debtors, the Creditors' Committee, or the Creditor Trust shall only be an Allowed Secured Claim to the extent that such Claim is deemed to be an Allowed Secured Claim in the Plan or the underlying security interest is recognized as valid by

by the Bankruptcy Court and the difference in amount between such a Creditor's Allowed Claim and its Allowed Secured Claim shall be an Allowed Unsecured Claim.

Security Interest shall mean “security interest” as defined in 11 U.S.C. § 101(51).

Separateness Requirements shall mean the corporate separateness provisions, which shall be in form and substance acceptable to Arbor and shall be set forth in the final corporate documents.

600 North shall mean the Debtor 600 North Investors, Inc.

600 North Condo Units shall mean the condo units at the Plaza Resort that are owned by 600 North. There are approximately 100 600 North Condo Units.

600 North LMA shall mean the existing LMA, between SoHo and 600 North, which governs the leasing and management of the 600 North Condo Units.

Six Pack Debtors shall mean the Debtors in each of the following cases: (i) Bray & Gillespie Plaza, LLC – In re Bray & Gillespie Plaza, LLC, 08-5513; (ii) Bray & Gillespie LLC V – In re Bray & Gillespie LLC V, 08-5496; (iii) Bray & Gillespie LLC VI – In re Bray & Gillespie LLC VI, 08-5497; (iv) Bray & Gillespie LLC, XIV – In re Bray & Gillespie LLC, XIV, 08-5498; (v) Bray & Gillespie LLC, XV – In re Bray & Gillespie LLC, XV, 08-5506; and (vi) Bray & Gillespie, LaPlaya, LLC – In re Bray & Gillespie LaPlaya, LLC, 08-5488.

SoHo shall mean the Debtor Southern Hospitality Resorts and Residences LLC.

Substantial Contribution Payment shall mean the \$500,000 payment to be made to Wachovia on the Effective Date pursuant to Article VII hereof for its substantial contribution to the Debtors' Reorganization.

Tax Claim shall mean an unsecured Claim for taxes entitled to priority under § 507(a)(8) of the Code.

Third Party Condo Units shall mean the condo units at the Plaza Resort other than the 600 North Condo Units.

Unclaimed Property shall mean any cash, or any other Property of the Debtors unclaimed for a period of six (6) months after any Distribution.

Unimpaired Class shall mean any Class the members of which are the holders of Claims or Interests which are not impaired within the meaning of § 1124 of the Code.

Unsecured Claim shall mean a Claim that arose or is deemed to have arisen prior to the Petition Date and is not a Secured Claim, or an Administrative Claim or Intercompany Claim, and, except as an to the extent otherwise provided herein, shall include, without limitation the deficiency claims, if any, of any holder of a Secured Claim.

United States Trustee shall have the same meaning ascribed to it in 28 U.S.C. § 581, et seq. and, as used in the Plan, refers to the office of the United States Trustee for Region 21 located in the Middle District of Florida, Orlando, Florida.

Wachovia shall mean Wachovia Bank, National Association.

Wachovia Fees shall mean the fees and expenses of Wachovia's legal, financial and accounting professionals incurred in connection with the Debtors' Chapter 11 Cases, the DIP Facility and the Exit Financing through the Effective Date in the amount of \$2,500,000.

Wells-one Co. shall mean Bray & Gillespie LLC, LVIII, whose Equity Interest, upon the Effective Date and pursuant to the Plan, shall be owned by Holding Co.

Wells-two Co. shall mean Bray & Gillespie LLC, LVII, whose Equity Interest, upon the Effective Date and pursuant to the Plan, shall be owned by Holding Co.

Westbank shall mean Bray and Gillespie XI, LLC, an unfiled subsidiary of a Debtor, which, directly or indirectly, owns and operates a hotel in Gretna, Louisiana and whose Equity Interest, upon the Effective Date and pursuant to the Plan, shall be owned by Holding Co.

ARTICLE II. - CLASSIFICATION OF CLAIMS AND INTERESTS.

All Claims and Interests treated under Articles III-V of the Plan are divided into the following classes, which shall be mutually exclusive:

A. Class 1 - Priority Wage, Vacation, and Benefit Claims.

Class 1 consists of all Claims entitled to priority pursuant to Sections 507(a)(3) and 507(a)(4) of the Code.

B. Class 2 - Arbor Realty Participation LLC - Arbor Co.

Class 2 consists of the Allowed Secured Claim of Arbor under the Existing Arbor Loan.

C. Class 3 - Vendor Capital Group-Arbor Co.

Class 3 consists of the Allowed Secured Claim of Vendor Capital Group. The Claim is secured by a Lien on office equipment and furniture.

D. Class 4 - Wachovia Bank-Hotel CO. & Class 14-Wachovia Bank-Land Co.

Class 4 consists of the Allowed Secured Claim of Wachovia which arises from prepetition loans on parcels of real property owned by the Debtors which are improved with operating hotels. Wachovia will retain its Liens and will receive new secured notes providing for monthly interest payments, as set forth in this Plan.

Class 14 consists of the Allowed Secured Claim of Wachovia which arises from prepetition loans on real property owned by the Debtors that are not included in Class 4. Wachovia will retain its Liens and will receive New Secured PIK Notes, as set forth in this Plan.

E. Class 5 - RAIT CRE CDO I, Ltd.-Hotel Co.

Class 5 consists of the Allowed Secured Claim of RAIT CRE CDO I, Ltd. (“RAIT”) which arises from prepetition loans on real property owned by the Debtors. RAIT will retain its Lien and either be paid monthly interest or monthly interest and receive a New PIK Note, as set forth in this Plan.

F. Class 6 - Marshall Investment Corporation-Hotel Co.

Class 6 consists of the Allowed Secured Claim of Marshall Investment Corporation (“Marshall”) which arises from prepetition loans on real property owned by the Debtors. Marshall will retain its Lien and either be paid monthly interest or monthly interest and receive a New PIK Note, as set forth in this Plan.

G. Class 7 - BankFirst-Hotel Co.

Class 7 consists of the Allowed Secured Claim of Bank First which arises from prepetition loans on real property owned by the Debtors. Bank First will retain its Lien and either be paid monthly interest or monthly interest and receive a New PIK Note, as set forth in this Plan.

H. Class 8 - Wells Fargo Bank, N.A.- Wells-one Co.

Class 8 consists of the Allowed Secured Claim of Wells Fargo Bank, N.A. (“Wells Fargo”) which arises from prepetition loans on real property owned by the Debtors. Wells Fargo will retain its Lien and either be paid monthly interest or monthly interest and receive a New PIK Note, as set forth in this Plan.

I. Class 9 - Wells Fargo Bank, N.A.- Wells-two Co.

Class 9 consists of the Allowed Secured Claim of Wells Fargo Bank, N.A. (“Wells Fargo”) which arises from prepetition loans on real property owned by the Debtors. Wells Fargo will retain its Lien and either be paid monthly interest or monthly interest and receive a New PIK Note, as

as set forth in this Plan.

J. Class 10 - Federal Trust Bank - Hotel Co.

Class 10 consists of the Allowed Secured Claim of Federal Trust Bank (“Federal Trust”) which arises from prepetition loans on real property owned by the Debtors. Federal Trust will retain its Lien and either be paid monthly interest or monthly interest and receive a New PIK Note, as set forth in this Plan.

K. Class 11 - ING Clarion - ING Co.

Class 11 consists of the Allowed Secured Claim of ING Clarion, as special servicer for Wells Fargo Bank, N.A., as Trustee for Registered Holders of Goldman Sachs Securities Corporation II, Commercial Mortgage Pass-Through Certificates, Series 2006-GG6 (“ING Clarion”). ING Clarion will retain its Lien and either be paid monthly interest or monthly interest and receive a New PIK Note, as set forth in this Plan.

L. Class 12 - First National Bank of Pennsylvania - Hotel Co.

Class 12 consists of the Allowed Secured Claim of First National Bank of Pennsylvania (“FNBP”) which arises from prepetition loans on real property owned by the Debtors. FNBP will retain its Lien and either be paid monthly interest or monthly interest and receive a New PIK Note, as set forth in this Plan.

M. Class 13 - LNR Partners, Inc. - LNR Co.

Class 13 consists of the Allowed Secured Claim of LNR Partners, Inc., as special servicer for La Salle Bank National Association, as Trustee for the Registered Holders of Greenwich Capital Commercial Funding Corp., Commercial Mortgage Trust 2006-GG7, Commercial Mortgage Pass-Through Certificates, Series 2006-GG7 (“LNR”) which arises from prepetition loans on real

property owned by the Debtors. LNR will retain its Lien and either be paid monthly interest or monthly interest and receive a New PIK Note, as set forth in this Plan.

N. Class 15 - Federal Trust - Land Co.

Class 15 consists of the Allowed Secured Claim of Federal Trust which arises from prepetition loans on real property owned by the Debtors. Federal Trust will retain its Lien and receive the indubitable equivalent of its Allowed Secured Claim.

O. Class 16 - Marshall Investments Corporation-Land Co.

Class 16 consists of the Allowed Secured Claim of Marshall Investments Corporation (“Marshall”) which arises from prepetition loans on real property owned by the Debtors. Marshall will retain its Lien and either accrue monthly interest or monthly interest and receive a New PIK Note, as set forth in this Plan.

P. Class 17 - Belfor USA Group-Land Co.

Class 17 consists of the Allowed Secured Claim of Belfor USA Group (“Belfor”). The Claim consists of an alleged Lien stemming from remediation and reconstruction work performed by Belfor at nine of the Debtors’ hotels.

Q. Class 18 - RAIT CRE CDO I, LTD.- Land Co.

Class 18 consists of the Allowed Secured Claim of RAIT which arises from prepetition loans on real property owned by the Debtors. RAIT will retain its Lien and either accrue monthly interest or monthly interest and receive a New PIK Note, as set forth *in this Plan*.

R. Class 19 - Colonial Bank - Land Co.

Class 19 consists of the Allowed Secured Claim of Colonial Bank which arises from prepetition loans on real property owned by the Debtors. Colonial Bank will retain its Lien and receive the indubitable equivalent of its Allowed Secured Claim.

S. Class 20 - Mercantile Bank - Land Co.

Class 20 consists of the Allowed Secured Claim of Mercantile Bank (“Mercantile”) which arises from prepetition loans on real property owned by the Debtors. Mercantile will retain its Lien and either accrue monthly interest or monthly interest and receive a New PIK Note, as set forth in this Plan.

T. Class 21 - The Park Avenue Bank - Land Co.

Class 21 consists of the Allowed Secured Claim of The Park Avenue Bank (“PAB”) which arises from prepetition loans on real property owned by the Debtors. Marshall will retain its Lien and either accrue monthly interest or monthly interest and receive a New PIK Note, as set forth in this Plan.

U. Class 22 - Anderson Kill & Olick, P.C.-2004 Hurricane Litigation.

Class 22 consists of the Allowed Secured Claim of Anderson Kill & Olick, P.C. (“AKO”). The Claim is allegedly secured by a charging Lien on the proceeds of the Insurance Litigation.

V. Class 23 – (a) – (hh) - Real Estate Taxes.

Class 23 - (a) – (hh) consists of the respective Allowed Secured Claim of the Volusia County Finance Department and any other Holders of an Allowed Secured Claim for real estate taxes as forth delineated on **Exhibit “C”**.

W. Class 24 - Crescent Real Estate Capital, L.P.

Class 24 consists of the Allowed Secured Claim of Crescent Real Estate Capital L.P. (“Crescent”). The Claim is secured by a Lien on the membership interests of the Six Pack Debtors.

X. Class 25 - General Unsecured Claims.

Class 25 consists of the Allowed Claims of the Unsecured Creditors.

Y. Class 26 - Other Unsecured Claims.

Class 26 consists of the Allowed Unsecured Claims of Lenders that "opt out" and obtain return of their collateral.

Z. Class 27 - Bray & Gillespie Management LLC.

Class 27 consists of any and all Equity Interests in this Debtor.

AA. Class 28 - 222 Seminole, LLC

Class 28 consists of any and all Equity Interests in this Debtor.

BB. Class 29 - 3515 S. Atlantic Ave., LLC.

Class 29 consists of any and all Equity Interests in this Debtor.

CC. Class 30 - 600 North Investments, Inc.

Class 30 consists of any and all Equity Interests in this Debtor.

DD. Class 31 - Bray & Gillespie Acquisitions, LLC.

Class 31 consists of any and all Equity Interests in this Debtor.

EE. Class 32 - Bray & Gillespie Delaware I, Inc.

Class 32 consists of any and all Equity Interests in this Debtor.

FF. Class 33 - Bray & Gillespie Delaware I, LP.

Class 33 consists of any and all Equity Interests in this Debtor.

GG. Class 34 - Bray & Gillespie Delaware III, Inc.

Class 34 consists of any and all Equity Interests in this Debtor.

HH. Class 35 - Bray & Gillespie Delaware III, LP

Class 35 consists of any and all Equity Interests in this Debtor.

II. Class 36 - Bray & Gillespie Holdings, LLC.

Class 36 consists of any and all Equity Interests in this Debtor.

JJ. Class 37- Bray & Gillespie, Inc.

Class 37 consists of any and all Equity Interests in this Debtor.

KK. Class 38 - Bray & Gillespie IV, LLC.

Class 38 consists of any and all Equity Interests in this Debtor.

LL. Class 39 - Bray & Gillespie IX LLC.

Class 39 consists of any and all Equity Interests in this Debtor.

MM. Class 40 - Bray & Gillespie L, LLC.

Class 40 consists of any and all Equity Interests in this Debtor.

NN. Class 41 - Bray & Gillespie La Playa LLC

Class 41 consists of any and all Equity Interests in this Debtor.

OO. Class 42 - Bray & Gillespie La Playa Investments, LLC.

Class 42 consists of any and all Equity Interests in this Debtor.

PP. Class 43 - Bray & Gillespie LLC III.

Class 43 consists of any and all Equity Interests in this Debtor.

QQ. Class 44 - Bray & Gillespie LLC LI.

Class 44 consists of any and all Equity Interests in this Debtor.

RR. Class 45 - Bray & Gillespie LLC LII.

Class 45 consists of any and all Equity Interests in this Debtor.

SS. Class 46 - Bray & Gillespie LLC LIV.

Class 46 consists of any and all Equity Interests in this Debtor.

TT. Class 47 - Bray & Gillespie LLC LIX

Class 47 consists of any and all Equity Interests in this Debtor.

UU. Class 48 - Bray & Gillespie LLC LVII.

Class 48 consists of any and all Equity Interests in this Debtor.

VV. Class 49 - Bray & Gillespie LLC V.

Class 49 consists of any and all Equity Interests in this Debtor.

WW. Class 50 - Bray & Gillespie LLX VI.

Class 50 consists of any and all Equity Interests in this Debtor.

XX. Class 51 - Bray & Gillespie LLC XIV.

Class 51 consists of any and all Equity Interests in this Debtor.

YY. Class 52 - Bray & Gillespie LLC XLI.

Class 52 consists of any and all Equity Interests in this Debtor.

ZZ. Class 53 - Bray & Gillespie LLC XLII.

Class 53 consists of any and all Equity Interests in this Debtor.

AAA. Class 54 - Bray & Gillespie LLC XLIII.

Class 54 consists of any and all Equity Interests in this Debtor.

BBB. Class 55 - Bray & Gillespie LLC XLIV.

Class 55 consists of any and all Equity Interests in this Debtor.

CCC. Class 56 - Bray & Gillespie LLC XLIX.

Class 56 consists of any and all Equity Interests in this Debtor.

DDD. Class 57 - Bray & Gillespie LLC XLV.

Class 57 consists of any and all Equity Interests in this Debtor.

EEE. Class 58 - Bray & Gillespie LLC XLVII.

Class 58 consists of any and all Equity Interests in this Debtor.

FFF. Class 59 - Bray & Gillespie LLC XV.

Class 59 consists of any and all Equity Interests in this Debtor.

GGG. Class 60 - Bray & Gillespie LLC XVII.

Class 60 consists of any and all Equity Interests in this Debtor.

HHH. Class 61 - Bray & Gillespie LLC XXXIII.

Class 61 consists of any and all Equity Interests in this Debtor.

III. Class 62 - Bray & Gillespie XXXV, LLC.

Class 62 consists of any and all Equity Interests in this Debtor.

JJJ. Class 63 - Bray & Gillespie LLC LVIII.

Class 63 consists of any and all Equity Interests in this Debtor.

KKK. Class 64 - Bray & Gillespie LVI, LLC.

Class 64 consists of any and all Equity Interests in this Debtor.

LLL. Class 65 - Bray & Gillespie LX, LLC.

Class 65 consists of any and all Equity Interests in this Debtor.

MMM. Class 66 - Bray & Gillespie Plaza, LLC.

Class 66 consists of any and all Equity Interests in this Debtor.

NNN. Class 67 - Bray & Gillespie Property Investments, LLC.

Class 67 consists of any and all Equity Interests in this Debtor.

OOO. Class 68 - Bray & Gillespie VII, LLC.

Class 68 consists of any and all Equity Interests in this Debtor.

PPP. Class 69 - Bray & Gillespie VIII, LLC.

Class 69 consists of any and all Equity Interests in this Debtor.

QQQ. Class 70 - Bray & Gillespie X, LLC.

Class 70 consists of any and all Equity Interests in this Debtor.

RRR. Class 71 - Bray & Gillespie XIV, LLP.

Class 71 consists of any and all Equity Interests in this Debtor.

SSS. Class 72 - Bray & Gillespie XIX, LLC.

Class 72 consists of any and all Equity Interests in this Debtor.

TTT. Class 73 - Bray & Gillespie XLVI, LLC

Class 73 consists of any and all Equity Interests in this Debtor.

UUU. Class 74 - Bray & Gillespie XLVIII Holdings, LLC.

Class 74 consists of any and all Equity Interests in this Debtor.

VVV. Class 75 - Bray & Gillespie XV, LLP.

Class 75 consists of any and all Equity Interests in this Debtor.

WWW. Class 76 - Bray & Gillespie XVI, LLC.

Class 76 consists of any and all Equity Interests in this Debtor.

XXX. Class 77 - Bray & Gillespie XVIII, LLC.

Class 77 consists of any and all Equity Interests in this Debtor.

YYY. Class 78 - Bray & Gillespie XX, LLC.

Class 78 consists of any and all Equity Interests in this Debtor.

ZZZ. Class 79 - Bray & Gillespie XXI, LLC.

Class 79 consists of any and all Equity Interests in this Debtor.

AAAA. Class 80 - Bray & Gillespie XXII, LLC.

Class 80 consists of any and all Equity Interests in this Debtor.

BBBB. Class 81 - Bray & Gillespie XXIV, LLC.

Class 81 consists of any and all Equity Interests in this Debtor.

CCCC. Class 82 - Bray & Gillespie XXIX, LLC.

Class 82 consists of any and all Equity Interests in this Debtor.

DDDD. Class 83 - Bray & Gillespie XXV, LLC.

Class 83 consists of any and all Equity Interests in this Debtor.

EEEE. Class 84 - Bray & Gillespie XXVI, LLC.

Class 84 consists of any and all Equity Interests in this Debtor.

FFFF. Class 85 - Bray & Gillespie XXVII, LLC.

Class 85 consists of any and all Equity Interests in this Debtor.

GGGG. Class 86 - Bray & Gillespie XXVIII, LLC.

Class 86 consists of any and all Equity Interests in this Debtor.

HHHH. Class 87 - Bray & Gillespie XXX, LLC.

Class 87 consists of any and all Equity Interests in this Debtor.

IIII. Class 88 - Bray & Gillespie XXXI, LLC.

Class 88 consists of any and all Equity Interests in this Debtor.

JJJJ. Class 89 - Bray & Gillespie LLC XXXII

Class 89 consists of any and all Equity Interests in this Debtor.

KKKK. Class 90 - Bray & Gillespie XXXIV LLC.

Class 90 consists of any and all Equity Interests in this Debtor.

LLLL. Class 91 - Bray & Gillespie XXXIX, LLC.

Class 91 consists of any and all Equity Interests in this Debtor.

MMMM. Class 92 - Bray & Gillespie XXXVI, LLC.

Class 92 consists of any and all Equity Interests in this Debtor.

NNNN. Class 93 - Bray & Gillespie LLC, XXXVII.

Class 93 consists of any and all Equity Interests in this Debtor.

OOOO. Class 94 - Bray & Gillespie XXXVIII, LLC.

Class 94 consists of any and all Equity Interests in this Debtor.

PPPP. Class 95 - CAB 1, Inc.

Class 95 consists of any and all Equity Interests in this Debtor.

QQQQ. Class 96 - Chuck & Joe Holdings III, LLC.

Class 96 consists of any and all Equity Interests in this Debtor.

RRRR. Class 97 - Chuck & Joe LLC.

Class 97 consists of any and all Equity Interests in this Debtor.

SSSS. Class 98 - CJK, LLC.

Class 98 consists of any and all Equity Interests in this Debtor.

TTTT. Class 99 - JGG 1, Inc.

Class 99 consists of any and all Equity Interests in this Debtor.

UUUU. Class 100 - Marlin 839 Associates, Inc.

Class 100 consists of any and all Equity Interests in this Debtor.

VVVV. Class 101 - Ocean Waters Investments, LLC.

Class 101 consists of any and all Equity Interests in this Debtor.

WWWW. Class 102 - Ocean Waters, LLC.

Class 102 consists of any and all Equity Interests in this Debtor.

XXXX. Class 103 - B&G Ormond Beach Land Trust.

Class 103 consists of any and all Equity Interests in this Debtor.

YYYY. Class 104 - Southern Hospitality Resorts & Residences, LLC.

Class 104 consists of any and all Equity Interests in this Debtor.

ZZZZ. Class 105 – Bray & Gillespie IX, LLP

Class 105 consists of any and all Equity Interests in this Debtor.

AAAAA. Class 106 – Roadway Investment Partners.

Class 106 consists of the Allowed Secured Claim of Roadway Investment Partners (“RIP”). The Claim is secured by a Lien on the membership interests of Bray & Gillespie XXIX, LLC.

ARTICLE III - ADMINISTRATIVE EXPENSES.

A. Administrative Claims.

1. Nonordinary Course Administrative Claims.

a. Any person, including any professional who has rendered services to Debtors during the course of the Cases, that asserts an Administrative Claim arising before the Confirmation Date, including Claims under §503(b) of the Code, but excluding Ordinary Course Administrative Claims as discussed below, shall, on or before the Administrative Claims Bar Date or other date as set by Bankruptcy Court order, file an application, motion, or request, as called for by the Rules, with the Bankruptcy Court for allowance of such Claim as an Administrative Claim specifying the amount of and basis for such Claim; *provided, however*, that applicants or movants who have previously filed applications, motions, or requests with the Bankruptcy Court need not file another such paper for the same Claim. Failure to file a timely application, motion, or request for allowance pursuant to this Section by any holder of a Nonordinary Course Administrative Expense Claim, other

Claim, other than such a holder engaged or employed by the Creditor Trust, or Beneficiary Committee shall bar such a claimant from seeking recovery on such Claim.

b. Each holder of a Nonordinary Course Administrative Claim of Debtors shall be paid by Debtors or Reorganized Debtors one hundred percent (100%) of its Allowed Administrative Claim in Cash, unless otherwise ordered by the Bankruptcy Court or agreed to by such Holder, on or before the Effective Date or such later date as may be agreed to by such holder, or, if the Claim does not become Allowed prior to the Effective Date, on the date the Allowed Amount of such Claim is determined by Final Order of the Bankruptcy Court. As provided for in Article VIII of the Plan, Debtors' cash-on-hand as of the Effective Date shall be first used to pay Nonordinary Course Administrative Claims, and to the extent such funds are insufficient, then the Exit Financing provided by the Exit Lender will be used to fund these expenses. However, nothing in this provision of the Plan shall preclude Debtors or Reorganized Debtors from paying any holder of a Nonordinary Course Administrative Claim less than one hundred percent (100%) of its Allowed Claim in Cash on or after the Effective Date provided that such Claim holder consents to different payment terms.

2. Ordinary Course Administrative Claims.

Ordinary Course Administrative Claims will be resolved through the performance of the obligation by Debtors in accordance with the terms and conditions of the agreement or applicable law giving rise thereto. An applicant for such Claim need not file an application, motion, or request to protect its rights with respect to Ordinary Course Administrative Claims.

3. DIP Claims

On the Effective Date, and so long as there has been no Event of Default (as defined in the DIP Facility) that has not been waived by the applicable parties in accordance with the terms

thereof, the holder of the DIP Facility Claims shall be paid one hundred percent (100%) of its Claims from the proceeds of the Exit Credit Facility Financing.

B. Priority Tax Claims.

Except to the extent that the Holder and the Reorganized Debtors have agreed or may agree to a different treatment, each Holder of an Allowed Priority Tax Claim shall receive from the Reorganized Debtors, in full satisfaction of such Claim, payments equal to the Allowed Amount of such Claim. Allowed Priority Tax Claims will be paid based on a six (6) year amortization and maturity with interest at five percent (5%); the payments will be made quarterly. Payments will commence on the later of the Effective Date, or on such date as a respective Priority Claim becomes Allowed. Debtors estimate that the filed amount of Priority Tax Claims will not exceed \$1,000,000.00.

ARTICLE IV - TREATMENT OF UNIMPAIRED CLASSES.

The only Class of Claims and Interests which is Unimpaired is Class 1. Treatment for this class is as follows:

A. Class 1 - Priority Wage, Vacation, and Benefit Claims.

Class 1 Claims consist of all Priority Claims, which are defined as those Claims entitled to priority pursuant to 11 U.S.C. §507, and exclusive of Administrative Claims and Priority Tax Claims under 11 U.S.C. §507(a)(8). Class 1 Priority Claims in this Case include unsecured Claims for wages, salaries or commissions, as described in §507(a)(3) as well as for benefits delineated in §507(a)(4). The Debtors believe that no such Allowed Claims exist. To the extent any Class 1 Allowed Priority Claim is unpaid as of the Effective Date, then such portion of the Allowed Amount of any such Claim shall be paid in full on either the Effective Date or the date on which such Priority Claim becomes an Allowed Claim.

ARTICLE V - TREATMENT OF IMPAIRED CLASSES OF CLAIMS.

A. Determination of Allowed Amounts.

Treatment prescribed for Claims and Interests in the following sections of this Article V shall in all events refer exclusively to the Allowed Amount of each respective Claim. In the event the Allowed Amount of any Claim is not determined by agreement or otherwise prior to the Effective Date, then the treatment prescribed shall be deemed effective as of the date of the determination of such Claim by agreement or Final Order or as otherwise provided under the Plan. Notwithstanding Confirmation of the Plan, the Debtors, Reorganized Debtors, Creditor Agent and the Committee (prior to its dissolution pursuant to the Plan) respectively reserve the right to object to any Claim (other than Claims deemed in the Plan to be Allowed Claims) for any reason authorized by applicable bankruptcy and nonbankruptcy law as well as the right to assert that any such Claim includes amounts subject to equitable subordination or other equitable relief. The Reorganized Debtors will finish prosecution of all Claim objections or related contested matters or adversary proceedings commenced prior to the Effective Date.

In addition, Debtors specifically acknowledge and agree that the Creditor Agent and Committee shall have the right to object to or otherwise contest any Claims (other than Claims deemed in the Plan to be Allowed Claims) which Debtors decide, for whatever reason, not to object to or otherwise contest. Entry of the Confirmation Order shall be deemed to be recognition that the Bankruptcy Court expressly retains jurisdiction as to determination of all such issues pursuant to Article VIII, Section G, of this Plan, and other applicable law and shall be deemed to be recognition that the Creditor Agent and Creditors' Committee shall have the right to contest Claims (other than Claims deemed in the Plan to be Allowed Claims).

B. Class 2 - Arbor Realty Participation LLC-Arbor Co.

Class 2 consists of the Allowed Secured Claim of Arbor under the Existing Arbor Loan. Arbor is hereby deemed to have an Allowed Class 2 Secured Claims. In satisfaction of its Allowed Class 2 Secured Claim, on the Effective Date, Arbor shall receive (i) the New Arbor Loan, (ii) an Allowed Class 25 Claim in the amount of \$10 million, and (iii) the right, provided for in the Creditor Trust Agreement, to designate one of the five (5) members on the Beneficiary Committee. The New Arbor Loan will constitute the joint and several obligations of the ArborCo Entities (and AssetCo to the extent of the Junior Condo Lien and the Arbor Insurance Proceeds Lien), and on the Effective Date, the ArborCo Entities (and AssetCo, as applicable) shall (i) enter into the New Arbor Loan Documents, and (ii) fund the Reserve with the Reserve Amount, and shall immediately thereafter use Cash from the Reserve in an amount no greater than the Rate Cap Cost to purchase the Rate Cap Agreement.

Pursuant to the New Arbor Loan Documents, the New Arbor Loan shall be secured by (i) first priority Liens on and Security Interests in (a) all of the assets of the ArborCo Entities (including without limitation the Arbor Cash Collateral Reserve and the Ordinary Course Reserve), (b) the Reserve, (c) the Plaza Revenues, (d) the LMAs, and (e) the Arbor Insurance Proceeds and (ii) the Junior Condo Lien. Also pursuant to the New Arbor Loan Documents, the gross revenue of the ArborCo Entities, net of all expenses required to be paid or funded pursuant to the New Arbor Loan Documents (including, without limitation, Ordinary Course Reserves, operating expenses, and debt service) will be placed in the Reserve. Provided that no default has occurred and is continuing under the New Arbor Loan Documents, then (i) on June 30, 2010, any Cash in the Reserve in excess of the Reserve Amount shall be swept from the Reserve on such date to Holding Co's operating account, and (ii) on December 31, 2009, and December 31 of each succeeding year during the term of the New

New Arbor Loan, any Cash in excess of \$4.5 million shall be swept from the Reserve on such date to Holding Co's operating account.

The cash management system at the ArborCo Entities will be based on the cash management system now in place at the Six Pack Debtors as of the Confirmation Date, with such modifications as are acceptable to Arbor in its sole discretion.

New SoHo shall have the exclusive management rights for the Plaza Resort and the exclusive leasing and management rights for the Plaza Condo Units, which rights may not be terminated or modified without the written consent of Arbor. As provided below, New SoHo shall assume all LMAs with owners of Third Party Condo Units, and the 600 North LMA shall be restructured as a master lease between AssetCo and New SoHo that will in all respects run with title to the land, will be superior to any and all Liens whether held by the Exit Lender or any other Person or entity, and will survive any foreclosure or sale of any 600 North Condo Unit(s). The terms of the restructured 600 North LMA shall further be amended to provide that (a) all Plaza Revenues of such 600 North Condo Units will be collateral for the New Arbor Loan and subject to Arbor's first priority Lien on such leasehold interest and the Plaza Revenues, (b) New SoHo will be responsible for all expenses relating to the 600 North Condo Units, including taxes and insurance, and (c) upon sale to a party other than the Exit Lender, any Reorganized Debtor or any of their respective Affiliates, the terms of the 600 North LMA relating to the 600 North Condo Units sold will automatically be amended to provide for 50% of the Shared Rental Amount (as defined in such 600 North LMA) attributable to the units sold to be payable to New SoHo and, together with other amounts, subject to Arbor's first lien and 50% of the Shared Rental Amount (as defined in such 600 North LMA) to be payable to the purchaser of such condo unit(s). The 600 North LMA, as restructured and amended, shall be assumed on the Effective Date.

The 600 North Condo Units will be owned by AssetCo. If any Reorganized Debtor, the Exit Lender or one of their respective Affiliates takes any or all of the 600 North Condo Units whether in a foreclosure sale or otherwise, the purchaser will assume the amended and restructured 600 North LMA (which shall not have been modified pursuant to clause (c) in the immediately preceding paragraph). Mutual consent of Exit Lender and Arbor is required for sale of any 600 North Condo Unit in accordance with the terms of the New Intercreditor Agreement.

No LMAs may be terminated or modified by New SoHo, any Reorganized Debtor, the Exit Lender or any of their respective Affiliates without Arbor's written consent. The 600 North LMA cannot be terminated or modified by any party without Arbor's written consent. Any attempted termination or modification of an LMA in violation of this paragraph shall be void *ab initio* and an event of default under the New Arbor Loan.

The ArborCo Entities will be subject to the Governance Requirement and the Separateness Requirements as set forth herein and shall deliver to Arbor on the Effective Date the Non-Consolidation Opinion. The ArborCo Entities shall not have any liability for or in connection with Loans, Liens, or Claims arising under or provided pursuant to the Plan to any Person holding claims in any Class other than Class 2.

No proceeds of any of the ArborCo Entities may be used for the benefit of any other Person or for any other purpose except as provided in this Plan or in the New Arbor Loan Documents.

To the extent not paid before confirmation, the Arbor Fees will be paid as follows: (i) \$250,000 from Exit Financing and (ii) the remainder from the Reserve, subject to the Reimbursement Obligation.

C. Class 3 - Vendor Capital Group-Arbor Co.

Class 3 consists of the Allowed Secured Claim of Vendor Capital Group (“Vendor Capital”). The Claim is secured by a Lien on all office equipment located at 501 N. Atlantic Avenue, Daytona Beach, Florida, and a Lien on all furniture located at 600 N. Atlantic Avenue, Daytona Beach, Florida (collectively, the “VCG Collateral”). In full satisfaction of its Allowed Class 3 Secured Claim, on the Effective Date, Vendor Capital shall: (i) have an Allowed Class 3 Secured Claim; (ii) receive a new secured note (the “New Vendor Capital Loan”); (iii) retain its Lien against the VCG Collateral; and (iv) receive monthly payments over five (years) with interest at the Confirmation Rate. Payments will commence on the First Business Day of the First Calendar month after the Effective Date and continue each month thereafter. The New Vendor Capital Loan will provide the same default and remedy provisions which are equal to those currently held by Vendor Capital, and the obligor under the loan will be Asset Co.

D. Class 4 - Wachovia Bank-Hotel Co. & Class 14-Wachovia Bank-Land Co.

Class 4 consists of the Allowed Secured Claim of Wachovia relating to operating hotels. The Claim is secured by first priority Liens on the following Debtors’ real property: (i) Bray & Gillespie LLC LII, d/b/a La Breeze Inn and Suites, located at 505 S. Atlantic Avenue, Ormond Beach, Florida; (ii) Bray & Gillespie LLC XXXIII, d/b/a The Islander Resort, f/k/a The Sea Garden Inn, located at 3161 S. Atlantic Avenue, Daytona Beach, Florida; (iii) Bray & Gillespie LLC XXXII, d/b/a Royal Beach Motel, located at 1601 S. Atlantic Avenue, Daytona Beach, Florida; (iv) Bray & Gillespie LLC XLIX, d/b/a Aqua Terrace, located at 599 S. Atlantic Avenue, Ormond Beach, Florida; (v) Bray & Gillespie LLC XLVII, d/b/a the Best Western Mainsail Inn, located 281 S. Atlantic Avenue, Ormond Beach, Florida; (vi) Bray & Gillespie XXVI, LLC, d/b/a Driftwood Resort, located at 657 S. Atlantic Avenue, Ormond Beach, Florida; and (vii) Bray & Gillespie XXV, LLC, d/b/a

LLC, d/b/a Makai Beach Lodge, located at 707 S. Atlantic Avenue, Ormond Beach, Florida (collectively, the "Wachovia Hotel Property").

Class 14 consists of the Allowed Secured Claims of Wachovia relating to property other than operating hotels. The Claim is secured by Liens on the following real property owned by the Debtors: (i) the real property owned by Bray & Gillespie LLC XXXVII located at 110 S. Ocean Avenue; (ii) the real property owned by Bray & Gillespie LLC XLI located at 600 Oak Ridge Boulevard, Daytona Beach, Florida; (iii) the real property owned by Bray & Gillespie LLC LI located at 240 S. Atlantic Avenue, Ormond Beach, Florida; (iv) the real property owned by Bray & Gillespie LLC LIV located at 45 S. Ocean Avenue, Daytona Beach, Florida; (v) the real property owned by Bray & Gillespie LLC XLIV located at 153 S. Ocean Avenue, Daytona Beach, Florida; (vi) the real property owned by Bray & Gillespie LLC XVII located at 101 S. Ocean Avenue, Daytona Beach, Florida; (vii) the real property owned by Bray & Gillespie LLC XLII located at 2024 S. Atlantic Avenue, Daytona Beach, Florida; (viii) the real property owned by Bray & Gillespie LLC XLIII located at 2038 S. Atlantic Avenue, Daytona Beach, Florida; (ix) the real property owned by Bray & Gillespie LLC XLV located at 175 S. Atlantic Avenue, Daytona Beach, Florida; (x) the real property owned by 3515 S. Atlantic Avenue, LLC, located at 3515 S. Atlantic Avenue, Daytona Beach Shores, Florida; and (xi) the real property owned by Bray & Gillespie XXVI LLC, with the parcel identification number 23-14-32-09-07-0047 (the "Wachovia Land Property").

Wachovia is hereby deemed to have: (i) an Allowed Class 4 Secured Claim, (ii) an Allowed Class 14 Secured Claim, and (iii) an Allowed Class 25 General Unsecured Claim in the respective Allowed Amounts set forth below.

In satisfaction of its Allowed Class 4 Secured Claim and Allowed Class 14 Claim, on the Effective Date, Wachovia shall retain its Liens against the Wachovia Hotel Property and

Wachovia Land Property, which shall secure the obligations under the notes issued pursuant to clauses (i) and (ii) below and shall receive: (i) new secured notes of Hotel Co. in an aggregate principal amount of \$22,899,450, the fair market value of the Wachovia Hotel Property, providing for monthly interest only payments at the Confirmation Rate, recourse only to the collateral securing the notes, payment of all principal and interest on the fifth anniversary date of the Effective Date (subject to Hotel Co.'s right to a two year extension on terms reasonably acceptable to Wachovia and monthly principal payments based on a thirty (30) year amortization once the Reorganized Debtors' consolidated debt coverage ratio equals or exceeds 1.50 to 1 for a twelve (12) month period); (ii) New Secured PIK Notes in an aggregate principal amount of \$13,727,450, the fair market value of the Wachovia Land Property, ; and (iii) an Allowed Class 25 General Unsecured Claim in the Allowed Amount of \$52,523,651, which includes the Claims held by Messrs. Bray and Gillespie to be assigned to Wachovia as described below.

On the Effective Date, Hotel Co. and Land Co., respectively, shall execute and deliver the new secured notes and the New Secured PIK Notes provided for above and such other agreements, instruments and documents as Wachovia may request in connection with the delivery of such notes and to perfect the Liens and Security Interests provided herein, all of which shall be in form and substance acceptable to Wachovia.

Wachovia will receive an assignment of approximately \$6,600,000 in Unsecured Claims from Messrs. Bray & Gillespie. Upon assignment and Confirmation, Wachovia shall release Messrs. Bray and Gillespie from liability under personal line of credit loans made to them by Wachovia. The \$6,600,000 in Unsecured Claims shall be deemed to be Allowed Class 25 General Unsecured Claims and is included in Wachovia's total Allowed Class 25 General Unsecured Claim of \$52,523,651. To the extent distributions in respect of the \$6,600,000 Claim exceed \$4,000,000, such

such excess will be applied to reduce the personal residential mortgages issued by Wachovia or an Affiliate of Wachovia, to Messrs. Bray and Gillespie, respectively.

E. Class 5 - RAIT CRE CDO I, Ltd.-Hotel Co.

Class 5 consists of the Allowed Secured Claim of RAIT. The Claim is secured by Liens on the following Debtors' real property: (i) Bray & Gillespie XXV, LLC, d/b/a the Saxony Inn, located at 35 S. Ocean Avenue, Daytona Beach, Florida; and (ii) Bray & Gillespie XXII, LLC, d/b/a the Sunny Shore Resort, located at 2037 S. Atlantic Avenue, Daytona Beach, Florida (collectively, the "RAIT Hotel Property").

In full satisfaction of its Allowed Secured Claim, RAIT shall retain its Lien against the RAIT Hotel Property and convert its prepetition loans to new loans secured by the same collateral based on the following options:

(i) a new secured note in an amount equal to the fair market value of the collateral as of Confirmation (either by agreement or judicial determination) with the holder receiving interest only payments monthly and with a five-year maturity. Interest will be at the Confirmation Rate. The deficiency claim will be in the Class 25 General Unsecured Claims; or

(ii) a new secured note in an amount equal to the fair market value of the collateral as of Confirmation (either by agreement or judicial determination) with interest and payments as set forth in (i) above, with a five-year maturity, and a New Secured PIK Note in an amount equal to the balance of the Allowed Claim, upon which interest will accrue and be added to principal and mature in five years. In option (ii), the lender will not have an Allowed Class 25 General Unsecured Claim.

RAIT must choose option (i) or (ii) per property. Accordingly, RAIT may ultimately have some loans under option (i) and some under option (ii). The Hotel Co. Notes issued

pursuant to subparagraph (i) and (ii) will require monthly principal payments based on a thirty (30) year amortization once the Reorganized Debtors' consolidated debt coverage ratio equals or exceeds 1.50 to 1 for a twelve (12) month period.

If the Holder of the Allowed Class 5 Claim does not wish to have its collateral as part of the Reorganized Debtors, the Holder may elect (which such election shall be made at the time of voting on the Plan) to have its collateral transferred to itself or an assignee. If such election is made, the collateral will be transferred, as the indubitable equivalent, in full satisfaction of the Allowed Secured Claim. The transfer will occur on or before the Effective Date through a sale, free and clear of all claims and liens (except prior liens or real estate taxes), to an entity designated by the lender. The sale will be, pursuant to Bankruptcy Code §1146, free of all recording and similar taxes. At the election of the lender, Management Co. will manage the property, based on contract terms mutually acceptable to the parties. If this "opt out" option is elected, the holder will have an Allowed Class 26 Claim in an amount equal to the difference between the Claim amount as of Petition Date and the value of the collateral as determined by the 2008 tax assessment.

F. Class 6 - Marshall Investment Corporation-Hotel Co.

Class 6 consists of the Allowed Secured Claim of Marshall. The Claim is secured by a Lien on the real property owned by Bray & Gillespie VIII, LLC, d/b/a the Bermuda House, located at 2560 N. Atlantic Avenue, Daytona Beach, Florida ("Marshall Hotel Property"). In full satisfaction of its Allowed Secured Claim, Marshall shall retain its Lien against the Marshall Hotel Property and convert its prepetition loans to new loans secured by the same collateral based on the following options:

(i) a new secured note in an amount equal to the fair market value of the collateral as of Confirmation (either by agreement or judicial determination) with the holder receiving interest only payments monthly and with a five-year maturity. Interest will be at the Confirmation Rate. The deficiency claim will be in the Class 25 General Unsecured Claims; or

(ii) a new secured note in an amount equal to the fair market value of the collateral as of Confirmation (either by agreement or judicial determination) with interest and payments as set forth in (i) above, with a five-year maturity, and a New Secured PIK Note in an amount equal to the balance of the Allowed Claim, upon which interest will accrue and be added to principal and mature in five years. In option (ii), the lender will not have an Allowed Class 25 Unsecured Claim.

Marshall must choose option (i) or (ii). The Hotel Co. Notes issued pursuant to subparagraph (i) and (ii) will require monthly principal payments based on a thirty (30) year amortization once the Reorganized Debtors' consolidated debt coverage ratio equals or exceeds 1.50 to 1 for a twelve (12) month period.

If the Holder of the Allowed Class 6 Claim does not wish to have its collateral as part of the Reorganized Debtors, the Holder may elect (which such election shall be made at the time of voting on the Plan) to have its collateral transferred to itself or an assignee. If such election is made, the collateral will be transferred, as the indubitable equivalent, in full satisfaction of the Allowed Secured Claim. The transfer will occur on or before the Effective Date through a sale, free and clear of all claims and liens (except prior liens or real estate taxes), to an entity designated by the lender. The sale will be, pursuant to Bankruptcy Code §1146, free of all recording and similar taxes. At the election of the lender, Management Co. will manage the property, based on contract terms mutually acceptable to the parties. If this "opt out" option is elected, the holder will have an Allowed Class 26