

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF FLORIDA
WEST PALM BEACH DIVISION

In re:

Shiraz Holdings, LLC,

Debtor.

Case No. 9:17-bk-17968-PGH
Chapter 11

**AMENDED CHAPTER 11 PLAN OF REORGANIZATION
FOR SHIRAZ HOLDINGS, LLC**

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Dated: March 23, 2018.

THIS PLAN HAS NOT BEEN APPROVED BY THE BANKRUPTCY COURT. AS SUCH, DEBTOR IS NOT CURRENTLY SOLICITING VOTES ON THE PLAN AND DISCLOSURE STATEMENT. A COMBINED HEARING TO CONSIDER CONFIRMATION OF THIS PLAN PURSUANT TO SECTION 1129 OF THE BANKRUPTCY CODE IS CURRENTLY SCHEDULED FOR _____, AT ____**0** __.M. DEBTOR RESERVES THE RIGHT TO MODIFY OR SUPPLEMENT THIS PLAN AND THE ACCOMPANYING DISCLOSURE STATEMENT UP TO AND INCLUDING THE TIME OF CONFIRMATION OF THE PLAN.

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**AMENDED CHAPTER 11 PLAN OF REORGANIZATION
FOR SHIRAZ HOLDINGS, LLC**

This *Amended Chapter 11 Plan of Reorganization for Shiraz Holdings, LLC* is proposed by Shiraz Holdings, LLC (“**Debtor**”). Reference is made herein to the *Amended Disclosure Statement in Connection with Chapter 11 Plan of Reorganization for Shiraz Holdings, LLC* for a discussion of Debtor’s history, assets, business, results of operations, historical financial information, and for a summary and analysis of the Plan. All Creditors and Equity Interest Holders should review the Disclosure Statement before voting to accept or reject the Plan. In addition, there are other agreements, documents, and pleadings on file with the Bankruptcy Court that may be referenced in the Plan and Disclosure Statement, which are also available for review.

This Plan proposes to pay Creditors of the Debtor in part from liquidation of Debtor’s Assets. Prior to Confirmation, Debtor shall hire professionals to help liquidate certain of Debtor’s assets as more specifically described herein and in the Disclosure Statement. Net proceeds from liquidation shall be distributed to Creditors holding Allowed Claims as provided by this Plan. This Plan provides for 8 Classes of Claims and Interests. All Creditors and Equity Interest Holders should refer to Articles 2 and 3 of this Plan for information regarding the precise treatment of their Claims and Interests.

**ARTICLE I:
DEFINED TERMS AND CONSTRUCTION**

1.1 GENERAL PROVISIONS

Unless the context otherwise requires, the following terms shall have the following meanings when used in capitalized form in the Plan. Such meanings shall be equally applicable to both the singular and plural forms of such terms. The words “herein,” “hereof” and “hereunder” and other words of similar import refer to the Plan as a whole and not any particular Article, section, subsection, or clause contained in the Plan, unless the context requires otherwise. Whenever it appears appropriate from the context, each term stated in either the singular or the plural includes the singular and the plural, and pronouns stated in the masculine, feminine, or neutral gender include the masculine, feminine, and the neutral gender. Any term used in capitalized form in the Plan that is not defined herein but that is used in the Bankruptcy Code or the Bankruptcy Rules shall have the meaning assigned to such term in the Bankruptcy Code or the Bankruptcy Rules, as the case may be.

1.2 DEFINED TERMS

- 1.2.1 “**Administrative Claim**” means any Claim constituting a cost or expense of administration of this case under Sections 503(b) and 507(a)(1) of the Bankruptcy Code including, without limitation, any actual and necessary expenses of preserving the estate of the Debtor, including Professional Fees, and any other actual and necessary expenses of operating the business of the Debtor.

- 1.2.2 “**Administrative Claims Bar Date**” means the date established by the Bankruptcy Court by which Persons asserting Claims against the Debtor that arose after the commencement of the case must file an application for the allowance and payment of such Administrative Claims.
- 1.2.3 “**Allowed**” means, with reference to any Claim: (1) a Claim that has been listed by the Debtor in its Schedules, as such Schedules may be amended from time to time in accordance with Bankruptcy Rule 1009, and is not listed as disputed, contingent or unliquidated, and is not a Claim as to which a proof of claim has been filed; (2) a Claim as to which a timely proof of claim has been filed as of the Bar Date in a sum certain and either no objection thereto, or application to estimate, equitably subordinate, reclassify or otherwise limit recovery, has been made on or before any applicable deadline, or if an objection thereto, or application to estimate, equitably subordinate, reclassify or otherwise limit recovery, has been interposed, the extent to which such Claim (whether in whole or in part) has been Allowed by a Final Order; (3) a Claim arising from the recovery of property under Section 550 or 553 of the Bankruptcy Code and Allowed in accordance with Section 502(h) of the Bankruptcy Code; (4) any Claim expressly Allowed under this Plan; or (5) any Claim expressly Allowed by Final Order.
- 1.2.4 “**Alpha Genomix**” means Alpha Genomix Laboratories, Inc. as defined at Section 2.1.1 of the Disclosure Statement.
- 1.2.5 “**AMT**” means alternative minimum tax.
- 1.2.6 “**Available Value**” shall have the meaning ascribed to it at Section 3.2 of the Plan.
- 1.2.7 “**Ballots**” means the ballots accompanying the Disclosure Statement upon which Impaired Creditors shall have indicated their acceptance or rejection of the Plan in accordance with the Plan and the Voting Instructions.
- 1.2.8 “**Bankruptcy Code**” means Title 11 of the Bankruptcy Reform Act of 1978, as set forth in Sections 101, et seq. of Title 11 of the United States Code, as amended by the Bankruptcy Abuse Prevention and Consumer Protection Act of 2005, and as otherwise amended from time to time, and applicable portions of Titles 18 and 28 of the United States Code, as amended from time to time.
- 1.2.9 “**Bankruptcy Case**” means the Chapter 11 case commences by Shiraz Holdings, LLC (Case No. 17-17968).
- 1.2.10 “**Bankruptcy Court**” means the United States Bankruptcy Court for the Southern District of Florida, West Palm Beach Division.

- 1.2.11 “**Bankruptcy Rules**” means the Federal Rules of Bankruptcy Procedure, as amended from time to time, as applicable to this case, promulgated under 28 U.S.C. Section 2075, the Local Rules, and Administrative Orders of the Bankruptcy Court.
- 1.2.12 “**Bar Date**” means October 30, 2017 for all creditors other than government unit and December 26, 2017 for governmental units, which is the date fixed by the Bankruptcy Court pursuant to the *Notice of Chapter 11 Bankruptcy Case* (Doc. No. 6) or such other date established by the Bankruptcy Court by which Persons asserting a Claim against the Debtor, and who are required to file a proof of claim on account of such Claim, must file a proof of claim or be forever barred from asserting a Claim against the Debtor or its property and from voting on this Plan and/or sharing in Distributions under same.
- 1.2.13 “**Beaver Property**” means property located at 1180 Beaver Ruin Road, Norcross, GA 30093 as defined at Section 2.1.2 of the Disclosure Statement.
- 1.2.14 “**Business Day**” means any day other than a Saturday, Sunday or a day which in Tampa, Florida, is a legal holiday or any day designated in Bankruptcy Rule 9006(a) as a “legal holiday.”
- 1.2.15 “**Cash**” means cash and cash equivalents, including, but not limited to, bank deposits, wire transfers, checks, and other similar items.
- 1.2.16 “**Causes of Action**” means any and all actions, causes of action, Claims, defenses, liabilities, obligations, executions, choses in action, controversies, rights (including rights to legal remedies, rights to equitable remedies, rights to payment), suits, debts, damages, judgments, remedies, demands, setoffs, defenses, recoupments, crossclaims, counterclaims, third-party claims, indemnity claims, contribution claims or any other claims whatsoever, whether known or unknown, reduced to judgment or not reduced to judgment, liquidated or unliquidated, fixed or contingent, matured or unmatured, disputed or undisputed, secured or unsecured, choate or inchoate, existing or hereafter arising, suspected or unsuspected, foreseen or unforeseen, and whether asserted or assertable directly, indirectly or derivatively, at law, in equity or otherwise, based on whole or in part upon any act or omission or other event occurring prior to the Petition Date or during the course of this Chapter 11 Case, including through and after the Effective Date.
- 1.2.17 “**CCOP**” means CCOP, LLC, Attn: Ron Garrard, Manager, 2055 Sugarloaf Circle, Suite 400, Duluth, GA 30097.
- 1.2.18 “**CCOP Order**” shall have the meaning ascribed to it in Section 3.2 of the Plan.
- 1.2.19 “**Claims Objection Deadline**” means for each Claim, the later of: (1) ninety (90) days after the Effective Date; or (2) such other period of limitation as may be

specifically fixed by an order of the Bankruptcy Court for objecting to such Claim.

- 1.2.20 “**Claim**” means any “claim” against Debtor as defined in Section 101(5) of the Bankruptcy Code
- 1.2.21 “**Class**” means a category of Holders of Claims or Equity Interests pursuant to section 1122(a) of the Bankruptcy Code.
- 1.2.22 “**COD**” means cancellation of debt.
- 1.2.23 “**Collateral**” means any property or interest in property of the Estate subject to a Lien to secure the payment or performance of a Claim, which Lien is not subject to avoidance under the Bankruptcy Code or otherwise invalid under the Bankruptcy Code, or applicable state or other law.
- 1.2.24 “**Confirmation**” means the entry of an order of the Bankruptcy Court confirming the Plan pursuant to Section 1129 of the Bankruptcy Code.
- 1.2.25 “**Confirmation Date**” shall mean the date upon which the Confirmation Order is entered on the docket by the Bankruptcy Court.
- 1.2.26 “**Confirmation Hearing**” means the date of the final hearing at which the Bankruptcy Court considers Confirmation of the Plan.
- 1.2.27 “**Confirmation Order**” means the Final Order of the Bankruptcy Court confirming the Plan.
- 1.2.28 “**Consummation**” means the occurrence of the Effective Date
- 1.2.29 “**Contingent Claim**” means a Claim that has not accrued and which is dependent upon a future event which may never occur.
- 1.2.30 “**Creditor**” has the meaning ascribed in Section 101(10) of the Bankruptcy Code.
- 1.2.31 “**C&T**” means C&T Financial, LLC, Trecastagni Management South, 2614 Tamiami Trail N. 510, Naples, FL 34103.
- 1.2.32 “**Debtor**” is defined in the introduction to this Plan.
- 1.2.33 “**Deficiency Claim**” means a General Unsecured Claim resulting from the value of any Collateral securing an Allowed Secured Claim being less than the amount of the Secured Claim secured by such Collateral.
- 1.2.34 “**Disallowed**” shall mean, with respect to any Claim or Interest or portion thereof, any Claim against or Interest in the Debtor which: (1) has been

Disallowed, in whole or part, by a Final Order of the Bankruptcy Court; (2) has been withdrawn by agreement of the Debtor and the Holder thereof, in whole or in part; (3) has been withdrawn, in whole or in part, by the Holder thereof; (4) if listed in the Schedules as zero or as Disputed, contingent or unliquidated and in respect of which a proof of claim has not been timely filed or deemed timely filed pursuant to this Plan, the Bankruptcy Code or any Final Order of the Bankruptcy Court or other applicable bankruptcy law; (5) has been reclassified, expunged, subordinated or estimated to the extent that such reclassification, expungement, subordination or estimation results in a reduction in the filed amount of any proof of claim or proof of interest; or (6) is evidenced by a proof of claim or a proof of interest which has been filed, or which has been deemed to be filed under applicable law or order of the Bankruptcy Court or which is required to be filed by order of the Bankruptcy Court but as to which such proof of claim or proof of interest was not timely or properly filed. In each case a Disallowed Claim or a Disallowed Interest is Disallowed only to the extent of disallowance, withdrawal, reclassification, expungement, subordination or estimation.

- 1.2.35 “**Disclosure Statement**” means the *Amended Disclosure Statement in Connection with Chapter 11 Plan of Reorganization for Shiraz Holdings, LLC* (and all exhibits and schedules annexed thereto or referenced therein) that relate to the Plan, as such Disclosure Statement may be amended, modified or supplemented.
- 1.2.36 “**Disputed Claim**” means a Claim or Interest as to which a proof of Claim or proof of Interest has been filed or deemed filed and as to which an objection has been or may be timely filed by any party in interest entitled to do so, which objection, if timely filed, has not been withdrawn and has not been overruled or denied by a Final Order. Prior to the time that an objection has been or may be timely filed for the purposes of the Plan, a Claim or Interest shall be considered a Disputed Claim if: (1) the amount of the Claim or Interest specified in the filed proof of Claim or proof of Interest exceeds the amount of the Claim or Interest scheduled by a Debtor as other than disputed, contingent, or unliquidated; (2) the priority of the Claim or Interest specified in the filed proof of Claim or proof of Interest is of a more senior priority than the priority of the Claim or Interest scheduled by a Debtor; or (3) the Claim or Interest has been Scheduled as disputed, contingent, or unliquidated or as being in the amount of “\$ ” or \$0.00.
- 1.2.37 “**Disputed Claims Reserve**” means an account that may be established and maintained at the election of the Debtor to hold Cash to be distributed to Holders of Claims pending the resolution of Disputed Claims.
- 1.2.38 “**Distribution**” means any distribution pursuant to the Plan and Disclosure Statement to Holders of Allowed Claims.

- 1.2.39 “**Distribution Account**” means one or more deposit accounts established for the benefit of one or more Classes of Creditors in order to receive and hold funds payable to the Holders of Allowed Claims.
- 1.2.40 “**Distribution Date**” shall be the first, second, third, fourth, and fifth anniversary of the Effective Date.
- 1.2.41 “**Effective Date**” means the first Business Day after the satisfaction or waiver of all conditions precedent to the Effective Date as set forth in the Plan.
- 1.2.42 “**Entity**” means an Entity as defined in Section 101(15) of the Bankruptcy Code.
- 1.2.43 “**Equity Interest**” means any share of common stock, preferred stock or other instrument evidencing an ownership interest in the Debtor, whether or not transferable, and any option, warrant or right, contractual or otherwise, to acquire any such interest in the Debtor that existed immediately prior to the Effective Date.
- 1.2.44 “**Estate**” means the estate created for the Debtor in this Chapter 11 case pursuant to Section 541 of the Bankruptcy Code.
- 1.2.45 “**Executory Contract**” means a contract to which the Debtor is a party that is subject to assumption or rejection under Section 365 of the Bankruptcy Code.
- 1.2.46 “**FATCA**” means Foreign Account Tax Compliance Act.
- 1.2.47 “**Final Decree**” means the decree contemplated under Bankruptcy Rule 3022.
- 1.2.48 “**Final Order**” means an order, judgment, ruling or other decree of the Bankruptcy Court or any other court of competent jurisdiction, which judgment, order or other decree (1) has not been reversed, stayed, modified or amended and as to which the time to appeal, petition for certiorari or seek re-argument or rehearing has expired and no appeal, re-argument, petition for certiorari or rehearing is pending or any right to appeal, reargue, petition for certiorari or seek rehearing has been waived in writing in a manner satisfactory to the Debtor, or (2) if an appeal, re-argument, petition for certiorari or rehearing thereof has been denied, the time to take any further appeal or petition for certiorari or further re-argument or rehearing has expired.
- 1.2.49 “**General Unsecured Claim**” means a Claim arising prior to the Petition Date against Debtor that is not a Secured Claim, Priority Tax Claim, Priority Claim, Administrative Claim, Ordinary Course Administrative Claim, Professional Fee, or otherwise entitled to any priority by order of the Bankruptcy Court.

- 1.2.50 “**Goldstein Application**” means *Debtor’s Application to Employ Alexander Goldstein and Miles Goldstein Real Estate, LLC as Debtor’s Real Estate Broker* (Doc. No. 80) as defined in Section 2.3 of the Disclosure Statement.
- 1.2.51 “**Governmental Unit**” means any foreign, federal, state, municipal, or other local governmental unit, including without limitation those defined under Section 101(27) of the Bankruptcy Code.
- 1.2.52 “**Holder**” means the legal or beneficial holder of a Claim or Interest (and, when used in conjunction with a Class or type of Claim or Interest, means a Holder of a Claim or Interest in such Class or of such type).
- 1.2.53 “**Hurricane Property**” means the property located at 1130 Hurricane Shoals Rd., NE, Lawrenceville, GA 30043 as defined at Section 2.1.2 of the Disclosure Statement.
- 1.2.54 “**Impaired**” means impaired as defined in Section 1124 of the Bankruptcy Code.
- 1.2.55 “**Impaired Class**” means any of Classes labeled as impaired in Article 3 of the Plan.
- 1.2.56 “**Impaired Creditor**” means the Holder of a Claim in an Impaired Class.
- 1.2.57 “**Insider**” means an insider of the Debtor, as defined in Section 101(31) of the Bankruptcy Code.
- 1.2.58 “**Interest**” means the legal interests, equitable interests, contractual interests, equity interests or ownership interests, or other rights of any Person in the Debtor including all capital stock, stock certificates, common stock, preferred stock, partnership interests, limited liability company or membership interests, rights, treasury stock, options, warrants, contingent warrants, convertible or exchangeable securities, investment securities, subscriptions or other agreements and contractual rights to acquire or obtain such an interest or share in the Debtor, partnership interests in the Debtor’s stock appreciation rights, conversion rights, repurchase rights, redemption rights, dividend rights, preemptive rights, subscription rights and liquidation preferences, puts, calls, awards or commitments of any character whatsoever relating to any such equity, common stock, preferred stock, ownership interests or other shares of capital stock of the Debtor or obligating the Debtor to issue, transfer or sell any shares of capital stock whether or not certificated, transferable, voting or denominated “stock” or a similar security.
- 1.2.59 “**IRC**” means Internal Revenue Code.

- 1.2.60 “**Iris Property**” means property located at 920 Iris Drive, Delray Beach, FL 33483 as defined at Section 2.1.2 of the Disclosure Statement.
- 1.2.61 “**Kraftsow**” means Revocable Trust Agreement of Stanley Kraftsow dated 8/8/2000, c/o Eric Kraftsow, 7411 Fisher Island Dr., Miami Beach, FL 33109.
- 1.2.62 “**Late Filed**” means Claims filed after the Bar Date.
- 1.2.63 “**Loeb**” means David Loeb, 100 NW 25 St., Miami, FL 33123.
- 1.2.64 “**Lien**” means charge against or interest in property to secure payment of a debt or performance of an obligation as defined in Section 101(37) of the Bankruptcy Code.
- 1.2.65 “**Main Source Application**” means the *Debtor’s Application to Employ Fadi Elkhatib and Main Source Realty, LLC as Debtor’s Real Estate Broker and to Approve Compensation* (Doc. No. 59) as defined at Section 2.3 of the Disclosure Statement.
- 1.2.66 “**New Value**” shall have the meaning ascribed to it at Section 3.2 of the Plan.
- 1.2.67 “**NOLs**” means net operating losses.
- 1.2.68 “**Ordinary Course Administrative Claim**” means an Administrative Claim incurred in the ordinary course of business of the Debtor, provided, however, that any due and unpaid, post-petition payments with respect to any rejected, or to be rejected, Executory Contract or Unexpired Lease shall not be an Ordinary Course Administrative Claim.
- 1.2.69 “**OID**” means original issue discount.
- 1.2.70 “**Pathway**” means Pathway 2 Recovery as defined at Section 2.1.1 of the Disclosure Statement.
- 1.2.71 “**Payment Date**” means the date(s) upon which the payments under the Plan shall be made as provided in the Plan.
- 1.2.72 “**Person**” means any individual, corporation, general partnership, limited partnership, limited liability company, association, joint stock company, joint venture, estate, business, Distribution Account, Governmental Unit, committee, or other Entity.
- 1.2.73 “**Petition Date**” means June 26, 2017.
- 1.2.74 “**Plan**” means this *Amended Chapter 11 Plan of Reorganization Filed by Shiraz Holdings, LLC* as referenced in the introduction, either in its present form or as

it may be altered, amended, modified or supplemented from time to time in accordance with the Plan, the Bankruptcy Code and the Bankruptcy Rules.

- 1.2.75 “**Plan Funds**” means the Cash and other property derived from liquidation of Debtor’s Assets prior to Consummation of the Plan, including any property, and any funds deposited into one or more Distribution Accounts by or at the direction of the Debtor to fund the payments to be made on account of Allowed Claims under this Plan. The Plan Funds shall be deposited into the Distribution Account on the Effective Date and shall, at that point, become part of the Distribution Account.
- 1.2.76 “**Pre-Change Losses**” means any remaining NOL carryforwards and other Tax Attributes allocable to periods prior to the Effective Date.
- 1.2.77 “**Premier Worldwide**” means Premier Worldwide Holdings, LLC as defined at Section 2.1.1 of the Disclosure Statement.
- 1.2.78 “**Priority Claim**” means a Claim entitled to priority under Section 507 of the Bankruptcy Code, other than an Administrative Claim or a Priority Tax Claim.
- 1.2.79 “**Priority Tax Claim**” means a Claim entitled to priority in payment pursuant to Section 507(a)(8) of the Bankruptcy Code.
- 1.2.80 “**Progress Property**” means the property located at 815 Progress Court, Lawrenceville, GA 30043 as defined at Section 2.1.2 of the Disclosure Statement.
- 1.2.81 “**Pro Rata**” means the proportion that an Allowed Claim in a particular Class bears to the aggregate amount of Allowed Claims in such Class.
- 1.2.82 “**Proof of Claim**” means a proof of claim, including, but not limited to, any Administrative Claim, filed with the Bankruptcy Court or its duly appointed claims agent in connection with the Chapter 11 Case pursuant to Section 501 of the Bankruptcy Code.
- 1.2.83 “**Proof of Interest**” means any proof of Interest filed with the Bankruptcy Court or its duly appointed claims agent in connection with the Chapter 11 Case pursuant to Bankruptcy Rule 3002.
- 1.2.84 “**Professional**” means a person retained or to be compensated pursuant to Sections 326, 327, 328, 330, 503(b)(2) or (4), 1103 or 1107(b) of the Bankruptcy Code.
- 1.2.85 “**Professional Fees**” means those fees and expenses claimed by Professionals retained by the Debtor through a Bankruptcy Court order pursuant to Sections 330, 331 and/or 503 of the Bankruptcy Code, and unpaid as of the Confirmation Date, but not including any subrogation or contribution Claim arising from any

payment of any fees and expenses to a Professional other than from property of the Estate.

- 1.2.86 “**Recovery Advocates**” means Recovery Advocates, LLC as defined at Section 2.1.1 of the Disclosure Statement.
- 1.2.87 “**Schedules**” means the Schedule of Assets and Liabilities filed by Debtor in connection with this Chapter 11 case, as the same have been or may be amended or supplemented from time to time prior to the Effective Date.
- 1.2.88 “**Secured Claim**” means a Claim, including interest, fees and charges to the extent allowable pursuant to Section 506(b) of the Bankruptcy Code, that is secured by an unavoidable Lien on property in which the Estate has an interest, or that is subject to set-off under Section 553 of the Bankruptcy Code, to the extent of the value of the Claim Holder’s interest in the Estate’s interest in such property, or to the extent of the amount subject to set-off, as applicable, as determined pursuant to Section 506(a) and, if applicable, Section 1129(b)(2)(a)(i)(II) of the Bankruptcy Code. Any difference between the amount of any Creditor’s Allowed Claim and its Allowed Secured Claim shall be a Deficiency Claim as defined above.
- 1.2.89 “**Serenity Now**” means Serenity Now CMHC, Inc. as defined at Section 2.1.1 of the Disclosure Statement.
- 1.2.90 “**Tax Attributes**” means any and all net operating losses and any other tax attributes belonging to Debtor.
- 1.2.91 “**Tax Code**” means the Internal Revenue Code of 1986, as amended.
- 1.2.92 “**Ten-X**” means Ten-X, LLC together with its affiliates and its representative, Terrance Rochford.
- 1.2.93 “**Ten-X Application**” means the *Debtor’s Application to Employ Ten-X, LLC as Debtor’s Auctioneer and to Approve Payment Process* (Doc. No. 116) as defined at Section 2.3 of the Disclosure Statement.
- 1.2.94 “**Undeliverable Distribution**” means a Distribution of Cash that is returned to the Debtor as undeliverable or is otherwise unclaimed for ninety (90) days after the date such Distribution was made.
- 1.2.95 “**Unexpired Lease**” means a lease of non-residential real property or personal to which the Debtor is a party that is subject to assumption or rejection under section 365 of the Bankruptcy Code.
- 1.2.96 “**Unimpaired**” means a Claim that is unimpaired within the meaning of Section 1126 of the Bankruptcy Code.

1.2.97 “**U.S. Trustee**” means the Office of the United States Trustee for the Southern District of Florida, West Palm Beach Division.

1.2.98 “**U.S. Trustee Fees**” means fees required to be paid by 28 U.S.C. § 1930(a)(6).

1.2.99 “**Voting Deadline**” means the date established by the Bankruptcy Court by which Ballots voting for or against the Plan must be received.

1.2.100 “**Voting Instructions**” means the instructions for voting on the Plan contained in the Section of the Disclosure Statement discussing voting procedures.

1.2.101 “**360 Medical**” means 360 Medical Supplies, Inc. as defined at Section 2.1.1 of the Disclosure Statement.

1.3 **CONSTRUCTION, COMPUTATION OF TIME, CHOICE OF LAW**

1.3.1 The provisions of the Plan and of any contract, instrument or other agreement or document created in connection with the Plan, as an adjunct or supplement thereto, or required thereby, shall control over any descriptions thereof contained in the Disclosure Statement.

1.3.2 The provisions of the Plan shall control over the provisions of any contract, instrument or other agreement or document, other than the Confirmation Order, created in connection with the Plan, as an adjunct or supplement thereto, or required thereby.

1.3.3 Any reference in the Plan to a contract, document, instrument, release, certificate, indenture or other agreement or document being in a particular form or on particular terms and conditions means that such document shall be substantially in such form or substantially on such terms and conditions.

1.3.4 Any reference in the Plan to an existing document or exhibit means such document or exhibit as it may have been amended, modified or supplemented as of the Effective Date.

1.3.5 Any exhibits to the Plan are incorporated into the Plan and shall be deemed to be included in the Plan.

1.3.6 In computing any period of time prescribed or Allowed by the Plan, the provisions of Bankruptcy Rule 9006(a) shall apply.

ARTICLE II: CLASSIFICATION OF CLAIMS AND INTERESTS

The categories of Claims and Interests listed below classify Claims and Interests for all purposes, including voting, Confirmation, Distribution and pursuant to Sections 1122 and 1123(a)(1) of the Bankruptcy Code. A Claim or Interest shall be deemed classified in a particular Class only to the extent that the Claim or Interest qualifies within the description of that Class

and shall be deemed classified in a different Class to the extent that any remainder of such Claim or Interest qualifies within the description of such different Class. A Claim or Interest is in a particular Class only to the extent that such Claim or Interest is Allowed in that Class and has not been paid or otherwise settled prior to the Effective Date.

2.1. UNCLASSIFIED CLAIMS

Allowed Administrative Claims, Ordinary Course Administrative Claims, U.S. Trustee fees, Priority Tax Claims, and Professional Fees are not classified for purposes of voting on this Plan and Holders of such Claims are not required to vote on this Plan.

2.2. CLASSIFIED CLAIMS

2.2.1. CLASS 1: Revocable Trust Agreement of Stanley Kraftsow dated 8/8/2000

This class consists of the Secured Claim of Kraftsow.

2.2.2. CLASS 2: David Loeb

This class consists of the Secured Claim of Loeb.

2.2.3. CLASS 3: C&T Financial, LLC

This class consists of the Secured Claim of C&T.

2.2.4. CLASS 4: CCOP, LLC

This class consists of the Secured Claim of CCOP.

2.2.5. CLASS 5: Unsecured Claim of Highway 20.

This class consists of the unsecured claim of Highway 20 Shops, LLC.

2.2.6. CLASS 6: General Unsecured Claims

This Class consists of all General Unsecured Claims.

2.2.7. CLASS 7: Late Filed General Unsecured Claims

This Class consists of all Late Filed¹ General Unsecured Claims.

¹ Late Filed means Claims filed after the Bar Date.

2.2.8. **CLASS 8: Equity Interests**

This Class consists of Holders of Equity Interests.

**ARTICLE III:
TREATMENT OF CLAIMS AND INTERESTS**

3.1. **UNCLASSIFIED CLAIMS**

3.1.1. **Administrative Claims**

3.1.1.1 **In General**

Administrative Claims are those Claims allowable under Section 503 and entitled to priority under Section 507(a)(2) of the Bankruptcy Code, including unpaid fees payable to the U.S. Trustee under 28 U.S.C. § 1930, the fees of Debtor's counsel, other Professional Fees, and any other Allowed Administrative Claim accruing and due after the Petition Date.

Subject to other applicable Plan provisions, unless the Holder agrees to different treatment, all Administrative Claims, other than Ordinary Course Administrative Claims, arising prior to and on the Effective Date, will be paid by the Debtor, in full, in Cash on the later of: (1) on or as soon as practicable after the Effective Date; (2) if an Administrative Claim is not Allowed as of the Effective Date, then as soon as practicable after an order becomes a Final Order by which such Administrative Claim becomes an Allowed Administrative Claim; or (3) in accordance with the terms of any applicable administrative procedures order entered by the Bankruptcy Court.

Allowed Ordinary Course Administrative Claims will be paid pursuant to the terms and conditions giving rise to such Administrative Claim, without the need for any further Final Order or action by the Holders of such Ordinary Course Administrative Claims.

3.1.1.2 **Professional Fees**

All Professionals seeking an award by the Bankruptcy Court of Professional Fees, or of compensation for services rendered to the Debtor or reimbursement of expenses arising prior to and on the Effective Date under Sections 503(b)(2), 503(b)(3), 503(b)(4) or 503(b)(5) of the Bankruptcy Code, shall file their respective final applications for allowances of compensation for services rendered and reimbursement of expenses incurred, prior to the Administrative Claims Bar Date and/or pursuant to any other deadlines and procedures as may be established by the Bankruptcy Court.

3.1.2. **Priority Tax Claims**

All Priority Tax Claims that are not fully paid in Cash on the later of (1) the Effective Date, or (2) the date such Priority Tax Claim becomes an Allowed Priority Tax Claim, shall

instead be paid in regular installment payments in Cash of a total value, as of the Effective Date, equal to the Allowed amount of such Priority Tax Claim over a period ending not later than five years after the Petition Date, and in a manner not less favorable than the most favored General Unsecured Claim provided for by the Plan. Notwithstanding the foregoing, each Holder of an Allowed Priority Tax Claim may be paid under such other terms as may be agreed upon by both the Holder of such Allowed Priority Tax Claim and the Debtor.

3.1.3. U.S. Trustee Fees

All fees due and payable under 28 U.S.C. § 1930 that have not been paid prior to the Effective Date shall be paid on or as soon as practicable after the Effective Date. Debtor estimates that as of the Effective Date, all U.S. Trustee Fees will be paid in full. After the occurrence of the Effective Date, Debtor shall pay all fees payable to the U.S. Trustee during the administration of the Plan and until the case is converted, dismissed, or closed.

3.2. CLASSIFIED CLAIMS AND INTERESTS

CLASS	IMPAIRMENT	TREATMENT
<p>CLASS 1: <u>Kraftsow</u> <i>Secured by Beaver Property and Progress Property</i></p>	<p>Impaired</p>	<p>On October 19, 2017, Kraftsow filed Claim No. 6 in the amount of \$300,000. Debtor does not object to Kraftsow’s claim. Allowed Claims in Class 1 shall be completely and fully satisfied by the following treatment:</p> <p>The Debtor shall treat Kraftsow’s Allowed Secured Claim as fully secured, with entitlement to post-petition attorney’s fees and costs. The Debtor shall pay all post-petition attorney’s fees and costs to Kraftsow on the effective date of the Plan. Any dispute of the amount of attorney’s fees and costs shall be determined by the Court. In full and complete satisfaction and release of its Allowed Secured Claim and/or any other Claim against the Debtor, over a period of no longer than two years commencing as of the Effective Date the Debtor shall pay Kraftsow \$300,000.00 at 10% interest through equal monthly interest-only payments, with a balloon payment due on the twenty fourth month for any remaining balance. If at any time the Debtor fully pays the then outstanding balance, the Debtor shall be relieved of any obligation to make any future payment of interest. There shall be no</p>

		<p>prepayment penalty of any kind. Kraftsow shall retain its liens until the claim is paid in full; however, Kraftsow agrees to provide a partial release of either of the Beaver Property or the Progress Property from the mortgage in exchange for a payment of at least \$250,000 upon sale of the first property. The Debtor agrees that any subsequent bankruptcy filing would not impose the automatic stay on either the Beaver Property or the Progress Property securing Kraftsow's claim. The Debtor's Class 1 claim holder is entitled to vote on the Plan.</p>
<p>CLASS 2: <u>Loeb</u> <i>Secured by Beaver Property and Progress Property</i></p>	<p>Impaired</p>	<p>On October 19, 2017, Loeb filed Claim No. 7 in the amount of \$200,000. Debtor does not object to Loeb's claim. Allowed Claims in Class 2 shall be completely and fully satisfied by the following treatment:</p> <p>The Debtor shall treat Loeb's Allowed Secured Claim as fully secured, with entitlement to post-petition attorney's fees and costs. The Debtor shall pay all post-petition attorney's fees and costs to Loeb on the effective date of the Plan. Any dispute of the amount of attorney's fees and costs shall be determined by the Court. In full and complete satisfaction and release of its Allowed Secured Claim and/or any other Claim against the Debtor, over a period of no longer than two years commencing as of the Effective Date the Debtor shall pay Loeb \$300,000.00 at 10% interest through equal monthly interest-only payments, with a balloon payment due on the twenty fourth month for any remaining balance. If at any time the Debtor fully pays the then outstanding balance, the Debtor shall be relieved of any obligation to make any future payment of interest. There shall be no prepayment penalty of any kind. Loeb shall retain its liens until the claim is paid in full; however, Loeb agrees to provide a partial release of either of the Beaver Property or the Progress Property from the mortgage in exchange for a payment of at least \$250,000 upon sale of the first property. The Debtor agrees that any subsequent bankruptcy filing would not impose the automatic stay on either the Beaver</p>

		Property or the Progress Property securing Loeb's claim. The Debtor's Class 2 claim holder is entitled to vote on the Plan.
CLASS 3: C&T <i>Secured by Iris Property</i>	Impaired	<p>On October 30, 2017, C&T filed Claim No. 8 in the amount of \$1,871,210.74. Debtor does object to C&T's claim. Allowed Claims in Class 3 shall be completely and fully satisfied by the following treatment:</p> <p>The claim of purported holder of Class 3 claims is subject to objection. Debtor reserves all rights to object to purported holders of Class 3 claims, none of which are presently allowed. Allowed Class 3 creditor shall be: (i) paid the amount of its Allowed Class 3 Claim from the proceeds of the sale of the Iris Property on or before September 1, 2018, if any; or (ii) shall be deeded the Iris Property on or before July 1, 2018, if determined to have a Claim.</p>
CLASS 4: CCOP <i>Secured by Hurricane Property</i>	Impaired	<p>On October 30, 2017, CCOP filed Claim No. 10 in the amount of \$2,589,327.13. Debtor does not object to CCOP's claim. Allowed Claims in Class 4 shall be completely and fully satisfied by the following treatment:</p> <p>Allowed Class 4 creditor shall: (i) be paid the lesser of: (a) its Allowed Class 4 Claim, including post-petition interest and reasonable attorneys fees and costs (as contemplated in the <i>Agreed Order on Motion for Relief From Stay or Adequate Protection</i> (Doc. No. 117) (the "CCOP Order")) from the Auction of the Hurricane Property (as contemplated in the <i>Order Granting Debtor's Application to Employ Ten-X, LLC as Debtor's Auctioneer and to Approve Payment Processes</i> (Doc. No. 128)); or (b) the net proceeds of the Auction; (ii) shall be the high bidder at the Auction by way of credit bid or otherwise and shall be transferred the Hurricane Property by way of quit claim deed or otherwise; or (iii) shall be granted stay relief as of January 28, 2018 to pursue its rights and remedies as is more particularly discussed in the CCOP Order.</p>

<p>CLASS 5: <u>Unsecured Claim of Highway 20 Shops, LLC</u></p>	<p>Impaired</p>	<p>Allowed Unsecured Claims in Class 5 shall be completely and fully satisfied by the following treatment:</p> <p>Highway 20 Shops, LLC, the holder of the Allowed General Unsecured Claim of Class 5, shall, in full and complete settlement, satisfaction, and discharge of such Allowed Claim shall be released of the Tenant Claim held by Shiraz against Highway 20 Shops, LLC pursuant to that certain settlement attached as Exhibit “A” to the <i>Debtor’s Motion to Approve Compromise and Settlement Among the Debtor, Jordan Satary and Highway 20 Shops, LLC</i> (Doc. No. 60), which motion and settlement agreement was approved on October 3, 2017 by entry of the <i>Order Granting Motion to Approve Compromise and Settlement Among the Debtor, Jordan Satary and Highway 20 Shops, LLC</i> (Doc. No. 84).</p>
<p>CLASS 6: <u>General Unsecured Claims</u></p>	<p>Impaired</p>	<p>Allowed General Unsecured Claims in Class 6 shall be completely and fully satisfied by the following treatment:</p> <p>Each holder of an Allowed General Unsecured Claim, shall, in full and complete settlement, satisfaction and discharge of such Allowed General Unsecured Claim receive either: (1) on a pro-rata basis, total distributions in an amount equal to the value of the unencumbered estate property available for distribution to Holders of Allowed General Unsecured Claims after payment of all Priority Claims, Administrative Claims, and other senior Claim Holders (the “Available Value”) paid annually over a period of 5 years on the Distribution Dates; or (2) such other treatment as may be consensually agreed to by Debtor and the Holder of an Allowed General Unsecured Claim. The Available Value consists of, among other things, anticipated net proceeds from the sale of the Hurricane Property, net proceeds from the sale of the Iris Property, and other assets available for distribution to Holders of Allowed General Unsecured Claims.</p>
<p>CLASS 7: <u>Late</u></p>	<p>Impaired</p>	<p>Allowed Late Filed General Unsecured Claims in</p>

<p><u>Filed General Unsecured Claims</u></p>		<p>Class 7 shall be completely and fully satisfied by the following treatment:</p> <p>Each holder of an Allowed Late Filed General Unsecured Claim shall, in full and complete settlement, satisfaction and discharge of such Allowed Late Filed General Unsecured Claim receive either: (1) on a pro-rata basis, total distributions in an amount equal to the value of the unencumbered Estate property available for distribution to Holders of Allowed Late Filed General Unsecured Claims after payment of all Priority Claims, Administrative Claims, and other senior Claim Holders including timely filed Allowed General Unsecured Claims paid annually over a period of 5 years on the Distribution Dates; or (2) such other treatment as may be consensually agreed to by Debtor and the Holder of an Allowed Late Filed General Unsecured Claim.</p>
<p><u>CLASS 8: Equity Interests</u></p>	<p>Impaired</p>	<p>Allowed Class 7 Interests in Debtors shall be completely and fully satisfied by the following treatment:</p> <p>Allowed Class 7 Interests in Debtors shall maintain their interest in Debtor in exchange for an equity infusion of \$25,000 (the “New Value”) paid in increments of \$5,000 on each Distribution Date.</p>

**ARTICLE IV:
UNEXPIRED LEASES AND EXECUTORY CONTRACTS**

4.1. ASSUMPTION

On the Effective Date, except as otherwise provided herein, all Executory Contracts or Unexpired Leases, not previously assumed or rejected pursuant to an order of the Bankruptcy Court, will be deemed rejected, in accordance with the provisions and requirements of Sections 365 and 1123 of the Bankruptcy Code; except for those Executory Contracts or Unexpired Leases that are (1) the subject of a motion to assume (or conditionally assume) Executory Contracts or Unexpired Leases that is pending on the Effective Date, or (2) subject to a motion to reject (or conditionally reject) an Executory Contract or Unexpired Lease pursuant to which the requested effective date of such rejection is after the Effective Date. Entry of the Confirmation Order by the Bankruptcy Court shall constitute approval of such rejections pursuant to Sections

365(a) and 1123 of the Bankruptcy Code. Any motions to assume Executory Contracts or Unexpired Leases pending on the Effective Date shall be subject to approval by the Bankruptcy Court on or after the Effective Date by a Final Order.

Notwithstanding the foregoing, Debtor reserves the right, up to and including the Confirmation Hearing, to (1) seek to reject any Executory Contract it has previously identified for assumption, or (2) to assume any Executory Contract it has not previously identified for assumption (or has identified for rejection). In both instances, however, any such action shall be subject to the counterparty's right to (1) object to the change in Debtor's decision to assume or reject that Executory Contract as the case may be, and (2) change its vote on the Plan at the Confirmation Hearing.

4.2. CLAIMS DEADLINE

All proofs of claim with respect to Claims arising from the rejection of Executory Contracts or Unexpired Leases, pursuant to the Plan or the Confirmation Order, if any, must be filed with the Bankruptcy Court within thirty (30) days after the date of entry of an order of the Bankruptcy Court (including the Confirmation Order) approving such rejection, or as the Bankruptcy Court may otherwise direct. Any Claims arising from rejection of an Executory Contract or Unexpired Lease not filed with the Bankruptcy Court within such time will be forever barred from assertion against the Debtor's Estate, the Distribution Account, any Distribution Account, the Debtor, and all respective property, and shall not be entitled to any Distribution under this Plan.

4.3. CURE OF DEFAULTS FOR ASSUMED

Any monetary defaults under each Executory Contract and Unexpired Lease to be assumed pursuant to the Plan shall be satisfied, pursuant to section 365(b)(1) of the Bankruptcy Code, by payment of the default amount in Cash on the assignment of such Executory Contract and Unexpired Lease, on such other terms as Debtor and the counterparties to such Executory Contracts or Unexpired Leases may otherwise agree, or as ordered by the Bankruptcy Court. Any counterparty to an Executory Contract and unexpired lease that fails to object timely to the proposed assumption (or conditional assumption) or cure will be deemed to have consented to such matters.

4.4. POST-PETITION CONTRACTS AND LEASES

To the extent provided in the Confirmation Order, contracts and leases entered into after the Petition Date by Debtor, including any Executory Contracts and Unexpired Leases assumed on behalf of the Estate, will be performed by Debtor. Accordingly, such contracts and leases (including any assumed Executory Contracts and Unexpired Leases) will survive and remain unaffected by entry of the Confirmation Order.

ARTICLE V: DISPUTED, CONTINGENT, AND UNLIQUIDATED CLAIMS

5.1. **OBJECTION TO CLAIMS**

After the Effective Date, but on or before the Claims Objection Deadline, the Debtor shall have the authority to file objections to Claims (other than Administrative Claims). Any party in interest may also file objections to the allowance of any Claims (other than Administrative Claims) after the Effective Date but on or before the Claims Objection Deadline. Subject to limitations described in this Plan, Debtor shall have exclusive authority to compromise, settle, litigate, otherwise resolve or withdraw any objections filed by Debtor. If any joinder is made with respect to an objection filed by the Debtor, and the objection is subsequently withdrawn, the joinder shall be deemed withdrawn as well. Unless otherwise ordered by the Bankruptcy Court, all objections to the allowance of Claims or Equity Interests that are the subject of proofs of claim or requests for payment filed with the Bankruptcy Court, shall be filed and served upon the Holder of the Claim or Equity Interest to which the objection is made prior to the Claims Objection Deadline or such other date as may be approved by the Bankruptcy Court. Any Claim or Interest not otherwise Allowed as provided in this Plan shall be a Disallowed Claim or Interest, respectively. Upon filing a responsive pleading to an objection, the Disputed Claim Holder shall submit to mediation and shall split the cost of same evenly with Debtor and/or the objecting party.

5.2. **ESTIMATION AND DETERMINATION OF CLAIMS**

Disputed Claims will be fixed or liquidated in the Bankruptcy Court on or before the Claims Objection Deadline, as core proceedings within the meaning of 28 U.S.C. § 157(b)(2)(B) unless the Bankruptcy Court orders otherwise. If the fixing or liquidation of a contingent or unliquidated Claim would cause undue delay in administration, such Claim may be estimated by the Bankruptcy Court for purposes of allowance and Distribution. Upon receipt of a timely filed proof of claim, the Debtor, or other party in interest may file a request for estimation along with its objection to the Claim set forth therein. The determination of Claims in estimation hearings will be binding for purposes of establishing the maximum amount of the Claim for purposes of allowance and Distribution.

5.3. **DISPUTED CLAIMS RESERVE**

The Debtor may elect to maintain a Disputed Claims Reserve equal to the aggregate of any distributable amounts of Cash, such amount being equal to the relevant percentage of the Distributions to which Holders of Disputed Claims would be entitled under this Plan if such Disputed Claims were Allowed Claims in the amount of such Disputed Claim or such lesser amount as required by a Final Order. For the purposes of effectuating the provisions of this Section and Distributions to Holders of Allowed Claims, the Debtor may, at any time and regardless of whether an objection to the Disputed Claim has been brought, request that the Bankruptcy Court estimate, set, fix or liquidate the amount of Disputed Claims pursuant to Section 502(c) of the Bankruptcy Code, in which event the amounts so estimated, fixed or liquidated shall be deemed the Allowed amounts of such Claims for purposes of Distribution under this Plan. In lieu of estimating, fixing or liquidating the amount of any Disputed Claim, the Bankruptcy Court may determine the amount to be reserved for such Disputed Claim (singularly

or in the aggregate), or such amount may be fixed by an agreement in writing by and between the Debtor and the Holder of a Disputed Claim.

5.4. DISTRIBUTION UPON ALLOWANCE OF DISPUTED CLAIMS

The Holder of a Disputed Claim that becomes an Allowed Claim subsequent to the Effective Date shall receive Distribution from the Disputed Claims Reserve as soon as practical following the date on which such Disputed Claim becomes an Allowed Claim pursuant to a Final Order. Such Distribution shall be made in accordance with this Plan based upon the Distributions that would have been made to such Holder under this Plan if the Disputed Claim had been an Allowed Claim on or prior to the Effective Date plus any interest, dividends or other Distributions earned thereon (if any). No Holder of a Disputed Claim shall have any Claim against the Disputed Claims Reserve, the Debtor, the Distribution Account, or the Estate with respect to such Claim until such Disputed Claim shall become an Allowed Claim, and no Holder of a Disputed Claim shall have any right to interest, dividends or other Distribution on such Disputed Claim except as provided in this Section.

5.5. OBJECTIONS TO PRE-CONFIRMATION ADMINISTRATIVE CLAIMS

Procedures respecting objections to applications for allowance of compensation and reimbursement of expenses under Sections 330 and 503 of the Bankruptcy Code shall be governed by this Plan and the Confirmation Order or other Final Order of the Bankruptcy Court.

ARTICLE VI: ACCEPTANCE OR REJECTION OF PLAN

6.1. VOTING BY IMPAIRED CLASSES

Each Holder of an Allowed Claim in an Impaired Class which is entitled to retain or receive property under this Plan shall be entitled to vote separately to accept or reject this Plan, and indicate such vote on a duly executed and delivered Ballot as provided in such order as is entered by the Bankruptcy Court establishing certain procedures with respect to the solicitation and tabulation of votes to accept or reject this Plan, or any other order or orders of the Bankruptcy Court. Only those votes cast by Holders of Allowed Claims and Allowed Interests shall be counted in determining whether acceptances have been received sufficient in number and amount to confirm the Plan.

6.2. ACCEPTANCE BY IMPAIRED CLASSES

An Impaired Class of Claims shall have accepted the Plan if: (1) the Holders (other than any Holder designated under Section 1126(e) of the Bankruptcy Code) of at least two-thirds in amount of the Allowed Claims actually voting in such Class have voted to accept the Plan; and (2) the Holders (other than any Holder designated under Section 1126(e) of the Bankruptcy Code) of more than one-half in number of the Allowed Claims actually voting in such Class have voted to accept the Plan. An Impaired Class of Interests shall have accepted the Plan if the Holders (other than any Holder designated under Section 1126(e) of the Bankruptcy Code) of at

least two-thirds in amount of Allowed Interests actually voting in such Class have voted to accept the Plan.

6.3. **PRESUMED ACCEPTANCE/REJECTION**

Classes 1-7 are impaired under the Plan and, therefore, are not presumed to have accepted the Plan under Section 1126 of the Bankruptcy Code. Class 8 Equity Interest Holders shall retain their interest in the Debtor under the plan and are entitled to vote.

6.4. **NONCONSENSUAL CONFIRMATION**

To the extent that any Impaired Class rejects the Plan and Disclosure Statement or is deemed to have rejected the Plan and Disclosure Statement, Debtor reserves its rights to request Confirmation of the Plan and Disclosure Statement, as it may be modified from time to time, under Section 1129(b) of the Bankruptcy Code. Debtor reserves the right to alter, amend, modify, revoke, or withdraw the Plan and Disclosure Statement or any schedule or exhibit, including to amend or modify it to satisfy the requirements of section 1129(b) of the Bankruptcy Code, if necessary.

ARTICLE VII: EXECUTION AND IMPLEMENTATION OF PLAN

Debtor will fund payments to be made under the Plan through the following: (1) cash on hand on the Effective Date; (2) exit financing, if necessary; (3) cash generated by Debtor in the ordinary course of business on and after the Effective Date; and/or (4) contributions of New Value from equity.

Prior and as a condition precedent to the Effective Date, Debtor shall have completed sale or other liquidation of the Hurricane Property and Iris Property and shall have leases of Debtor's remaining real estate assets. Proceeds from sale of the Hurricane Property and Iris Property and from leases of the Beaver Property and Progress Property shall be used to make the payments to Class 1 through 7 Allowed Claim Holders required under the Plan.

Debtor will continue to exist after the Effective Date as a business entity with all of the powers of a limited liability company under applicable law in the jurisdiction in which the Debtor is organized or otherwise formed and pursuant to its organizational documents in effect before the Effective Date, as such documents are amended by or pursuant to the Plan or pursuant to any amended articles of organization.

7.1. **GENERAL SETTLEMENT OF CLAIMS**

Pursuant to Section 1123 of the Bankruptcy Code and Bankruptcy Rule 9019, and in consideration for the classification, Distributions, releases and other benefits provided under the Plan, upon the Effective Date, the provisions of the Plan shall constitute a good faith compromise and settlement of all Claims and Equity Interests and controversies resolved

pursuant to the Plan. All Distributions made to Holders of Allowed Claims are intended to be and shall be final.

**ARTICLE VIII:
PROVISIONS GOVERNING DISTRIBUTIONS**

8.1. DISTRIBUTIONS FOR ALLOWED CLAIMS

8.1.1. In General

The Debtor shall assume all obligations to make Distributions in accordance with the Plan from the Plan Funds held by the Distribution Account, limited to the Distributions expressly provided for in the Plan and/or approved by Final Order.

8.1.2. Distribution of Net Recoveries

After payment in full (or reserving for payment in full) of all Administrative Claims and Priority Claims, as and when Allowed, and when economically feasible, the Debtor shall distribute to Creditors on account of their Allowed Claims, all Cash (treating any permissible investment as Cash for this purpose) held by the Distribution Account, less such amounts that may be reasonably necessary to: (1) meet contingent liabilities and to maintain the value of the Distribution Account; (2) pay reasonably incurred or anticipated expenses (including, without limitation, any taxes imposed on or payable by the Distribution Account or in respect of the Distribution Account, including with respect to Assets allocable to Disputed Claims); or (3) satisfy other liabilities incurred or anticipated by such Distribution Account in accordance with the Plan and Disclosure Agreement. Provided, however, Debtor shall not be required to make a Distribution if Debtor determines the expense associated with making the Distribution would likely utilize a substantial portion of the amount to be distributed, thus making the Distribution impracticable.

8.1.3. Distributions on Allowed Claims Only

Distributions from Distribution Account shall be made only to holders of Allowed Claims on account of such holder's Allowed Claims. Until a Disputed Claim becomes an Allowed Claim in its entirety, the Holder of that Disputed Claim shall not receive any Distribution from the Distribution Account.

8.1.4. Place and Manner of Payment of Distribution

Except as otherwise specified in this Plan, Distributions shall be made by mailing such Distribution to the Creditor at the address listed in any proof of claim filed by the Creditor or at such other address as such Creditor shall have specified for payment purposes in a written notice received by Debtor at least twenty (20) days before a Distribution Date. If a Creditor has not filed a proof of claim or interest or sent Debtor a written notice of payment address, then the Distribution(s) for such Creditor will be mailed to the address identified in the Schedules. Debtor shall distribute any Cash by wire, check, or such other method as it deems appropriate under the

circumstances. Before receiving any Distributions, all Creditors, at the request of Debtor, must provide written notification of their respective Federal Tax Identification Numbers or Social Security Numbers to Debtor; otherwise, Debtor may suspend Distributions to any Creditors who have not provided their Federal Tax Identification Numbers or Social Security Numbers.

8.1.5. Undeliverable Distributions

If a Distribution made from available cash to any Creditor is returned as undeliverable, Debtor shall use reasonable efforts to determine such Creditor's then current address. If Debtor cannot determine, or is not notified of, a Creditor's then current address within three months after the Effective Date, the Distribution reserved for such Creditor shall be deemed an unclaimed Distribution and section 8.1.6 – "Unclaimed Distributions" shall be applicable thereto.

8.1.6. Unclaimed Distributions

If the current address for a Creditor entitled to a Distribution from available cash under the Plan and Disclosure Statement has not been determined within three months after the Effective Date or such Creditor has otherwise not been located or submitted a valid Federal Tax Identification Number or Social Security Number to Debtor, then such proceeds shall be paid to the Bankruptcy Bar Foundation, Southern District of Florida.

8.1.7. Set-Offs

Except as otherwise provided in this Plan, agreements entered into in connection therewith, the Confirmation Order, or agreements previously approved by Final Order of the Bankruptcy Court, the Debtor may, pursuant to Section 553 of the Bankruptcy Code or applicable non-bankruptcy law, set off against any Allowed Claim before any Distribution is made on account of such Allowed Claim, any and all of the Claims, rights and Causes of Action of any nature that Debtor holds against the Holder of such Allowed Claim; provided, however, that neither the failure to effect such a set-off nor the allowance of any Claim hereunder shall constitute a waiver or release of any such Claims, rights or Causes of Action that the Debtor may possess against such Holder. To the extent Debtor fails to set off against a Claim Holder and seeks to collect a Claim from such Claim Holder after a Distribution to such Claim Holder pursuant to this Plan on account of its Allowed Claim, the Debtor shall be entitled to full recovery on its Claim against such Claim Holder.

8.1.8. Withholding

In connection with the Plan and Disclosure Statement, any party issuing any instrument or making any Distribution described in this Plan and Disclosure Statement shall comply with all applicable withholding and reporting requirements imposed by any federal, state, or local taxing authority, and all Distributions and all related agreements shall be subject to any such withholding or reporting requirements. Notwithstanding the foregoing, each Holder of an Allowed Claim or any other Person that receives a Distribution shall have responsibility for any taxes imposed by any Governmental Unit, including, without limitation, income, withholding, and other taxes, on account of such Distribution. Any party issuing any instrument or making

any Distribution has the right, but not the obligation, to not make a Distribution until such Holder has made arrangements satisfactory to such issuing or disbursing party for payment of any such tax obligations. Debtor may enter into agreements with taxing or other authorities for the payment of such amounts that may be withheld in accordance with the provisions of this section. Any party entitled to receive any property as an issuance or distribution under the Plan and Disclosure Statement shall, upon request by the Debtor, provide an appropriate Form W-9 or (if the payee is a foreign Person) Form W-8. If such request is made and such party fails to comply before the date that is 180 days after the request is made, the amount of such Distribution shall irrevocably revert to Distribution Account and any Claim in respect of such Distribution shall be discharged and forever barred from assertion against the Debtor or the Distribution Account and their respective property.

8.2. CREATION AND TERMINATION OF DISBURSEMENT ACCOUNTS

The Debtor, in its reasonable business judgment, shall be able to create and terminate any Disbursement Accounts, whether held on behalf of the Debtor's Estate or the Distribution Account, as it deems reasonable and appropriate in fulfilling duties under this Plan.

8.3. TRANSFER OF CLAIMS

In the event the Holder of any Claim transfers such Claim on and after the Effective Date, it will immediately advise the Debtor and its counsel in writing of such transfer, and file notice of such transfer with the Bankruptcy Court. The Debtor will be entitled to assume that no transfer of any Claim has been made by any Holder unless the Debtor and its counsel have received written notice to the contrary, which has been filed with the Bankruptcy Court. Each transferee of any Claim will take such Claim subject to the provisions of the Plan and to any request made, waiver or consent given, or other action taken hereunder and, except as otherwise expressly provided in such notice, the Debtor will be entitled to assume conclusively that the transferee named in such notice will thereafter be vested with all rights and powers of the transferor under the Plan.

ARTICLE IX: CONDITIONS PRECEDENT TO EFFECTIVE DATE

9.1. CONDITIONS PRECEDENT

9.1.1. Conditions to Confirmation

The following conditions precedent to the occurrence of the Confirmation Date must be satisfied unless any such condition shall have been waived by Debtor:

- (a) The Confirmation Order shall have been entered in form and substance satisfactory to Debtor and shall, among other things provide that Debtor is authorized and directed to take all actions necessary or appropriate to enter into, implement, and consummate the contracts, instruments, releases, leases, indentures and other agreements or documents created in connection with the Plan and Disclosure Statement;

(b) The Bankruptcy Court finds that adequate information and sufficient notice of the Plan and Disclosure Statement, and the Confirmation Hearing, along with all deadlines for voting on or objecting to the Plan and Disclosure Statement has been given to all relevant parties in accordance with the solicitation procedures governing such service and in substantial compliance with Bankruptcy Rules 2002(b), 3017 and 3020(b); and

(c) All exhibits to the Plan and Disclosure Statement are in form and substance satisfactory to Debtor and as applicable, the Bankruptcy Court.

9.1.2. Conditions to Effective Date

The following conditions precedent to the occurrence of the Effective Date must be satisfied or waived by the Debtor on or prior to the Effective Date:

(a) the Plan and Disclosure Statement, including any amendments, modifications, or supplements thereto, shall be in form and substance acceptable to Debtor;

(b) the Confirmation Order shall be a Final Order and approves and authorizes Debtor to take all actions necessary or appropriate to implement the Plan and Disclosure Statement, including completion of the transactions contemplated by the Plan and Disclosure Statement and the implementation of and consummation of contracts, instruments, releases, and other agreements or documents created in connection with the Plan and Disclosure Statement; and

(c) each of the exhibits to the Plan and Disclosure Statement and any other necessary documents shall be fully executed and delivered to the Debtor, shall be in form and substance acceptable to Debtor, and shall be fully enforceable in accordance with their terms;

9.1.3. Notice of Occurrence of Effective Date

The Debtor shall file a notice of the occurrence of the Effective Date within five (5) days thereafter.

9.1.4. Waiver of Conditions

Each of the conditions set forth in this Article may be waived in whole or in part by the Debtor without any notice to parties-in-interest or the Bankruptcy Court and without a hearing

9.1.5. Consequences of Non-Occurrence of Effective Date

If the Confirmation Order is vacated: (1) the Plan and Disclosure Statement shall be null and void in all respects; (2) any settlement of Claims or Interests provided for hereby shall be null and void without further order of the Bankruptcy Court; and (3) to the extent permitted under the Bankruptcy Code, the time within which the Debtor may assume and assign or reject

all Executory Contracts and Unexpired Leases shall be extended for a period of one hundred twenty (120) days after the date the Confirmation Order is vacated.

9.1.6. Substantial Consummation

Substantial Consummation of the Plan and Disclosure Statement shall be deemed to occur on the Effective Date.

**ARTICLE X:
LIMITATION OF LIABILITY**

10.1. POST-PETITION DISCLOSURES AND SOLICITATION

To the extent provided under Sections 1123(b)(3)(A) and 1125(e) of the Bankruptcy Code, and applicable law, the Debtor and its employees, agents, representatives, Professionals (acting in such capacity), and their respective successors and assigns, will neither have nor incur any liability whatsoever to any Person or other Entity for any act taken or omitted to be taken in good faith in connection with or related to the formulation, preparation, dissemination, implementation, Confirmation, or Consummation of the Plan, the Disclosure Statement, or any contract, instrument, release, or other agreement or document created or entered into, or any other act taken or omitted to be taken, in connection with the Plan or the Bankruptcy Case. The rights granted under this Article are cumulative with (and not restrictive of) any and all rights, remedies, and benefits that the Debtor and its agents have or obtain pursuant to any provision of the Bankruptcy Code. Consistent with 11 U.S.C. § 1144, the Bankruptcy Court shall retain sole and exclusive jurisdiction for a period of 180 days following the entry of the Confirmation Order to consider modification of this exculpation provision in the event that any Holder of an Allowed Claim asserts that the Confirmation Order was procured by fraud.

10.2. NO LIABILITY FOR TAX CLAIMS

Unless a taxing Governmental Authority has asserted a Claim against the Debtor by properly filing a proof of claim before the Bar Date established therefore, no Claim of such Governmental Authority will be Allowed against the Debtor for taxes, penalties, interest, additions to tax, or other charges arising out of the failure, if any, of the Debtor or any other Person or Entity to have paid tax or to have filed any tax return (including any income tax return or franchise tax return) in or for any prior year or arising out of an audit of any return for a period before the Petition Date.

**ARTICLE XI:
RETENTION OF JURISDICTION**

11.1. GENERAL RETENTION

Notwithstanding the entry of the Confirmation Order and the occurrence of the Effective Date, until the Bankruptcy Case is closed, the Bankruptcy Court will retain the fullest and most extensive jurisdiction of the Bankruptcy Case that is permitted by applicable law,

within the discretion of the Bankruptcy Court, including jurisdiction necessary to ensure that the purposes and intent of the Plan are carried out.

11.2. **SPECIFIC PURPOSES**

In addition to the general retention of jurisdiction set forth in this Article, after Confirmation of the Plan and until the Bankruptcy Case is closed, the Bankruptcy Court will retain jurisdiction of the Bankruptcy Case for the following specific purposes:

- To determine any and all cases, controversies, suits, Causes of Action or disputes arising under or relating to the Plan or the Confirmation Order (including whether conditions to the Consummation and/or Effective Date of the Plan have been satisfied) and to enforce the obligations under the Plan;
- To determine any and all applications for allowance of Professional Fees arising out of or relating to this Bankruptcy Case;
- To determine any and all motions, applications, adversary proceedings, contested or litigated matters, Causes of Action, and any other matters involving the Debtor, commenced in connection with, or arising during, the Bankruptcy Case and pending on the Effective Date, including approval of proposed settlements thereof;
- To enforce, interpret, and administer the terms and provisions of this Plan;
- To modify any provisions of this Plan to the fullest extent permitted by the Bankruptcy Code and the Bankruptcy Rules;
- To consider and act on all objections to Claims, counterclaims and the compromise and settlement of any Claim against or Equity Interest in the Debtor or the Estate;
- To correct any defect, cure any omission, reconcile any inconsistency, or make any other necessary change or modification in or to the Disclosure Statement, the Plan, the Confirmation Order, or any exhibits or schedules to the foregoing, as may be necessary or appropriate to carry out the purposes and intent of this Plan, including the adjustment of the date(s) of performance under this Plan in the event the Effective Date does not occur as provided herein so that the intended effect of this Plan may be substantially realized thereby;
- To enforce all orders, judgments, injunctions, and rulings entered in connection with the Bankruptcy Case;
- To enter such orders as may be necessary or appropriate to implement or consummate the provisions of this Plan and all contracts, instruments, releases,

indentures, and other agreements or documents created in connection with this Plan, the Disclosure Statement, or the Confirmation Order;

- To determine all questions and disputes regarding title to the Assets of the Debtor or the Estate or disputes arising pre-petition between the Debtor and all parties over which this Court has jurisdiction;
- To determine any motions or contested matters involving taxes, tax refunds, Tax Attributes, tax benefits, development rights, impact fees, and similar or related matters with respect to the Debtor arising on or prior to the Effective Date or arising on account of transactions contemplated by this Plan;
- To resolve any determinations which may be requested by Debtor of any unpaid or potential tax liability or any matters relating thereto under Sections 505 and 1146(d) of the Bankruptcy Code, including tax liability or such related matters for any taxable year or portion thereof ending on or before the Effective Date;
- To issue injunctions, enter and implement other orders, and take such other actions as may be necessary or appropriate to restrain interference by any Person or other Entity with Consummation, implementation, or enforcement of this Plan or the Confirmation Order;
- To enter and implement such orders as are necessary or appropriate if the Confirmation Order is for any reason modified, stayed, reversed, revoked, or vacated;
- To determine any other matters that may arise in connection with or relating to this Plan, the Disclosure Statement, or the Confirmation Order;
- To determine such other matters and for such other purposes as may be provided for in the Confirmation Order or as may from time to time be authorized under the provisions of the Bankruptcy Code or any other applicable law;
- To enter an order concluding and terminating the Bankruptcy Case; and
- To enter an order reopening the Bankruptcy Case after the case has been closed.

11.3. **VENUE**

In all instances where the Bankruptcy Court retains jurisdiction, including, but not limited to, those specified in this Plan, venue shall be appropriate in and before the Bankruptcy Court.

11.4. **FAILURE TO EXERCISE JURISDICTION**

If the Bankruptcy Court abstains from exercising, or declines to exercise, jurisdiction or is otherwise without jurisdiction over any matter arising in, arising under, or related to the

Chapter 11 Case, the provisions of this Article shall have no effect upon and shall not control, prohibit, or limit the exercise of jurisdiction by any other court having jurisdiction with respect to such matter.

ARTICLE XII:
MODIFICATION AND CONFIRMATION OVER OBJECTION

12.1. MODIFICATION OF PLAN

Debtor may modify this Plan at any time prior to the entry of the Confirmation Order provided that this Plan, as modified, and the Disclosure Statement meet applicable requirements of the Bankruptcy Code and Bankruptcy Rules. At any time prior to solicitation of this Plan, Debtor reserves the right to make non-substantive modifications to this Plan and Disclosure Statement.

After the Confirmation Date and before the Effective Date of this Plan, Debtor may modify this Plan in a way that materially or adversely affects the interests, rights, treatment, or Distributions of a Class of Claims or Equity Interests, provided:(1) the Plan, as modified, meets applicable Bankruptcy Code requirements; (2) Debtor obtains Bankruptcy Court approval for such modification, after notice and a hearing; (3) such modification is accepted by at least two-thirds (2/3) in amount, and more than one-half (1/2) in number, of Allowed Claims or Allowed Equity Interests voting in each Class adversely affected by such modification; and (4) the Debtor complies with Section 1125 of the Bankruptcy Code with respect to this Plan, as modified.

12.2. CRAMDOWN

In the event any Class of Claims or Equity Interests votes against the Plan, and the Plan is not revoked or withdrawn, Debtor hereby requests, and will be Allowed, to modify the terms of this Plan to effect a “cramdown” on the dissenting Class or Classes by (1) restructuring the treatment of any Class on terms consistent with Section 1129(b)(2)(B) of the Bankruptcy Code, or (2) deleting Distributions to all Classes at or below the level of the objecting Class, or reallocating such Distributions, until such Impaired senior Classes are paid in accordance with the absolute priority rule of Section 1129(b) of the Bankruptcy Code. Debtor may make such modifications or amendments to the Plan and such modifications or amendments will be filed with the Bankruptcy Court and served on all parties in interest entitled to receive notice of the Confirmation Hearing. No such modifications will require any resolicitation of acceptances as to the Plan by any Class of Claims or Equity Interests unless the Bankruptcy Court requires otherwise.

Notwithstanding any provision of the Plan to the contrary, Debtor reserves any and all rights it may have to challenge the validity, perfection, priority, scope, and extent of any Liens in respect to any Secured Claims and the amount of any Secured Claims, the Holders of which have not accepted the Plan.

**ARTICLE XIII:
MISCELLANEOUS PROVISIONS**

13.1. DISCHARGE

Pursuant to section 1141(d) of the Bankruptcy Code, and except as otherwise provided herein or in the Confirmation Order, all consideration distributed under the Plan shall be in exchange for, and in complete satisfaction, settlement, discharge, and release, effective as of the Effective Date, of all Claims, Interests, and Causes of Action of any nature whatsoever, including any interest accrued on such Claims or Interests from and after the Petition Date, whether known or unknown, against, liabilities of, Liens on, obligations of, rights against, and Interests in, the Debtor or any of its assets or properties and, regardless of whether any property shall have been abandoned by order of the Bankruptcy Court, retained, or distributed pursuant to the Plan on account of such Claims and Interests, including demands, liabilities and Causes of Action that arose before the Effective Date, and all debts of the kind specified in section 502 of the Bankruptcy Code, whether or not (1) a Proof of Claim based upon such debt is filed or deemed filed under section 501 of the Bankruptcy Code, (2) a Claim based upon such debt is Allowed under section 502 of the Bankruptcy Code, (3) a Claim based upon such debt is or has been disallowed by order of the Bankruptcy Court, or (4) the Holder of a Claim based upon such debt accepted the Plan. The Plan shall bind all Holders of Claims and Interests, notwithstanding whether any such Holders failed to vote to accept or reject the Plan or vote to reject the Plan.

As of the Effective Date, except as provided in the Plan or the Confirmation Order, Persons shall be precluded from asserting against the Debtor or any of Debtor's assets or properties, any other or further claims, debts, rights, Causes of Action, claims for relief, liabilities, or equity interests relating to Debtor based upon any act, omission, transaction, occurrence, or other activity of any nature that occurred prior to the Effective Date. In accordance with the foregoing, except as provided in the Plan or the Confirmation Order, the Confirmation Order shall be a judicial determination, as of the Effective Date, of discharge of all such Claims and other debts and liabilities against the Debtor pursuant to sections 524 and 1141 of the Bankruptcy Code, and such discharge shall void any judgment obtained against the Debtor at any time, to the extent that such judgment relates to a discharged Claim.

13.2. SECTION 1146 EXEMPTION

Pursuant to Section 1146(a) of the Bankruptcy Code, the making or delivery of any instrument of transfer pursuant to, in implementation of, or as contemplated by, this Plan, or the re-vesting, transfer, or sale of any real or personal property of, by, or in the Debtor pursuant to, in implementation of, or as contemplated by, this Plan, will not be taxed under any state or local law imposing a stamp tax, transfer tax, or similar tax or fee.

13.3. NO ADMISSIONS

This Plan provides for the resolution, settlement, and compromise of Claims against and Equity Interests in the Debtor. Nothing herein will be construed to be an admission of any fact

or otherwise to be binding upon the Debtor or any other Person in any manner prior to the Effective Date.

13.4. EXTENSION OF AUTOMATIC STAY

Unless otherwise provided herein, all injunctions or stays applicable to Assets of Debtor's Estate, whether pursuant to Section 105 or 362 of the Bankruptcy Code, or otherwise, and in existence on the Confirmation Date, will remain in full force and effect with respect to the Distribution Account and all other assets of Debtor's Estate.

13.5. REVOCATION OR WITHDRAWAL OF PLAN

Debtor reserves the right to revoke or withdraw this Plan, or any portion thereof, prior to the Confirmation Date. If Debtor revokes or withdraws this Plan, then this Plan will be deemed null and void and nothing contained in this Plan will be deemed to (1) constitute a waiver or release of any Claims by or against, or Equity Interests in, the Debtor's Estate in the Bankruptcy Case or any other Person or other Entity, or (2) prejudice in any manner the rights of the Debtor or any other Person or other Entity in any further proceedings involving the Debtor and/or the Bankruptcy Case.

13.6. HEADINGS

The headings and table of contents used in this Plan are for convenience and reference only and will not constitute a part of this Plan for any other purpose or in any manner affect the construction of the provisions of this Plan.

13.7. NOTICES

All notices, requests, and other documents in connection with this Plan or required by this Plan to be served will be in writing and will be sent (1) first class United States mail, postage prepaid, or (2) by overnight delivery by a recognized courier service, to Debtor and respective counsel at the following addresses:

To Debtor:

Shiraz Holdings, LLC
c/o Jordan Satary
920 Iris Drive
Delray Beach, FL 33483

With a copy to:

Brett D. Lieberman
Messana, P.A.
401 E. Last Olas Boulevard
Suite 1400

Fort Lauderdale, FL 33301

13.8. GOVERNING LAW

Except to the extent that federal law (including the Bankruptcy Code and the Federal Rules of Bankruptcy Procedure) is applicable, or where this Plan or the provisions of any contract, instrument, release, indenture, or other agreement or document entered into in connection with this Plan provide otherwise, the rights and obligations arising under this Plan will be governed by, and construed and enforced in accordance with, the laws of the State of Florida, without giving effect to the principles of conflicts of law thereof.

13.9. LIMITATION ON ALLOWANCE

No attorney's fees, costs, punitive damages, penalties, exemplary damages, treble damages, late charges, or interest will be paid with respect to any Claim or Equity Interest except as specified herein or as Allowed by a Final Order of the Bankruptcy Court.

13.10. ESTIMATED CLAIMS

To the extent that any Claim is estimated for any purpose other than for voting, then in no event will such Claim be Allowed in an amount greater than the estimated amount.

13.11. PARTIES AND BINDING EFFECT

This Plan and all the provisions hereof shall be binding upon and inure to the benefit of the parties hereto, including but not limited to all Holders of Claims, Holders of Interests, Holders of Administrative Claims, employees, third party beneficiaries, shareholders, Governmental Authorities, parties to executory contracts and unexpired leases, in whatever capacity, and its officers, agents, successors, assigns, servants, employees, attorneys and any party in active concert or participation with the foregoing. Receipt of the Plan and Disclosure Statement shall be deemed sufficient notice of the content and effect thereon to bind all of the foregoing in whatever capacity, and its officers, agents, successors, assigns, servants, employees, attorneys and any party in active concert or participation with the foregoing. Any of the foregoing Persons failing to timely object to Confirmation of the Plan, or who does so object but has such objection overruled by the Bankruptcy Court, shall be deemed to consent to, and shall be bound by, the terms of this Plan as confirmed by the Bankruptcy Court.

13.12. CONSENT TO JURISDICTION

Upon any default under this Plan, Debtor consents to jurisdiction of the Bankruptcy Court, or any successor thereto, and agrees that it will be the preferred forum for all proceedings relating to any such default.

By accepting any Distribution or payment under or in connection with this Plan, by filing any proof of claim, by filing any cure claim or objection to the assumption or assignment of any assumed contract, by voting on this Plan, by filing an objection to Confirmation, by filing any

motion or application in the Bankruptcy Court, or by entering an appearance in the Bankruptcy Case, all Creditors and other parties in interest have consented, and will be deemed to have expressly consented to, the jurisdiction of the Bankruptcy Court for all purposes with respect to any and all matters relating to, arising under, or in connection with, this Plan or the Bankruptcy Case, including the matters and purposes set forth in this Plan. The Bankruptcy Court will maintain jurisdiction to the fullest extent allowed under applicable law over all matters set forth in this Plan.

13.13. SUCCESSORS AND ASSIGNS

The rights, benefits, duties, and obligations of any Entity named or referred to in this Plan will be binding upon, and will inure to the benefit of, any heir, executor, administrator, successor, or assign of such Entity.

13.14. ENTIRE AGREEMENT

This Plan sets forth the entire agreement and undertakings relating to the subject matter thereof and supersedes all prior discussions and documents. No Person or other Entity will be bound by any terms, conditions, definitions, warranties, understandings, or representations with respect to the subject matter hereof, other than as expressly provided for herein or as may hereafter be agreed to by the parties in writing.

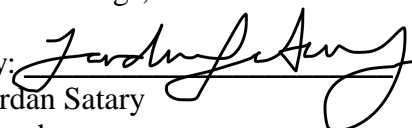
13.15. SEVERABILITY OF PLAN PROVISIONS

If, prior to Confirmation, any term or provision of this Plan is held by the Bankruptcy Court to be invalid, void, or unenforceable, the Bankruptcy Court, at the request of the Debtor, will have the power to alter and interpret such term or provision to make it valid or enforceable to the maximum extent practicable, consistent with the original purpose of the term or provision held to be invalid, void, or unenforceable, and such term or provision will then be applicable as altered or interpreted. Notwithstanding any such holding, alteration, or interpretation, the remainder of the terms and provisions of this Plan will remain in full force and effect and will in no way be affected, Impaired, or invalidated by such holding, alteration, or interpretation. The Confirmation Order will constitute a judicial determination and will provide that each term and provision of this Plan, as it may have been altered or interpreted in accordance with the foregoing, is valid and enforceable pursuant to its terms.

13.16. COMPUTATION OF TIME

In computing any period of time prescribed or allowed by this Plan, the provisions of F.R.B.P. 9006(a) will apply.

Shiraz Holdings, LLC

By: 
Jordan Satary
Member