

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF FLORIDA
MIAMI DIVISION**
www.flsb.uscourts.gov

In re:

WAGNER SQUARE LLC, *et al.*,
Debtors.

Case No. 12-20659-LMI
Chapter 11
(Substantively Consolidated with
Case No. 12-24697)

**First Amended Plan of Liquidation of Wagner Square, LLC Filed by
Chapter 11 Trustee Drew M. Dillworth**

DATED: January 31, 2013

Stearns Weaver Miller Weissler Alhadeff & Sitterson, P.A.
Harold D. Moorefield, Jr., Esq.
150 West Flagler Street, Suite 2200
Miami, FL 33130
Email: hmoorefield@swmwas.com
Counsel for Chapter 11 Trustee Drew M. Dillworth

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INTRODUCTION

Wagner Square LLC and Wagner Square I, LLC, by and through the duly appointed Chapter 11 Trustee Drew M. Dillworth (herein after the "Chapter 11 Trustee") propose the following First Amended Plan of Liquidation pursuant to Section 1121(a) of Title 11 of the United States Code (the "Bankruptcy Code"). Adequate information about the Debtors, the case and the Plan is set forth in Article 5 of the Plan.

PLEASE READ THE PLAN CAREFULLY WITH RESPECT TO HOW YOUR RIGHTS MAY BE AFFECTED.

ARTICLE 1 **DEFINITIONS AND CONSTRUCTION OF TERMS**

1.1 Definitions. All capitalized terms in the Plan shall have the meanings ascribed to them herein. Any capitalized term used in the Plan that is not defined herein or elsewhere in the Plan shall have the meaning ascribed to that term in the Bankruptcy Code or the Bankruptcy Rules, as the case may be.

1.1.1 Administrative Claim means any Claim constituting a cost or expense of administration of the Debtor's Chapter 11 case under Section 503(b) of the Bankruptcy Code and that is entitled to priority under Section 507(a) of the Bankruptcy Code, including, without limitation, any actual and necessary expenses of preserving the estate, and all fees and charges assessed against the bankruptcy estate under Chapter 123 of Title 28, United States Code.

1.1.2 Allowed Claim means any Claim allowable under Section 502 of the Bankruptcy Code (i) for which a proof of claim was filed on or before the date designated by the Bankruptcy Court as the last date for filing proofs of claim against the Debtors, or (ii) which has been listed in the Debtors' bankruptcy Schedules of Assets and Liabilities as liquidated in amount and not disputed or contingent and as to which a proof of claim is not filed and, in case of (i) and (ii) above, as to which no objection to the allowance thereof has been timely filed, or, if an objection has been timely filed, such Claim is allowed by Final Order, or (iii) which is deemed allowed by the terms of the Plan. For purposes of determining the amount of an Allowed Claim there shall be deducted therefrom an amount equal to the amount of any claim which the Debtors may hold against the Claimant pursuant to Section 553 of the Bankruptcy Code. Unless otherwise specified in this Plan, "Allowed Claim" shall not, for the purposes of computation of Distributions under the Plan, include post-petition interest on the amount of such Claim.

1.1.3 Arbitration Award means the Arbitration Award as confirmed by that certain *Final Judgment Confirming Arbitration Award*, entered on July 11, 2011, by the Circuit Court of the Eleventh Judicial Circuit in and for Miami-Dade County, Florida, in Case No. 2008-70089-CA-01, and as affirmed by the Third District Court of Appeals, *per curiam*. A true and correct copy of the Arbitration Award is attached as Exhibit "A" to the Plan.

1.1.4 Capital Interest means the capital accounts of the Interest Holders in the Debtors as determined in Paragraph 2 of the Arbitration Award.

1.1.5 Causes of Action means any and all causes of action to recover funds for the benefit of the Estate.

1.1.6 Claim shall have the meaning set forth in 11 U. S.C. § 101(5).

1.1.7 Claimant means the holder of a Claim.

1.1.8 Class means a category of holders of Claims or Interests as classified in the Plan.

1.1.9 Confirmation Date means the date upon which the Confirmation Order is entered on the docket of the Debtors' Chapter 11 case by the Clerk of the Bankruptcy Court.

1.1.10 Confirmation Hearing means the date established by the Bankruptcy Court to consider confirmation of the Plan.

1.1.11 Confirmation Order means the order of the Bankruptcy Court confirming the Plan.

1.1.12 Debtors means Wagner Square LLC, and Wagner Square I, LLC.

1.1.13 Disbursing Agent means any Person in its capacity as a disbursing agent under this Plan. The initial Disbursing Agent shall be Drew M. Dillworth.

1.1.14 Disputed Claim means any Claim to which an objection is timely filed or any Claim which is listed as disputed, unliquidated or contingent on the Schedules of Assets and Liabilities filed with the Bankruptcy Court and which is not otherwise allowed by the Plan.

1.1.15 Distribution(s) means a distribution of cash or other property, as the context requires, to a Holder of an Allowed Claim or Interest on account of such Allowed Claim or Interest pursuant to the terms of the Plan.

1.1.16 Effective Date means, pursuant to Section 11.8 of the Plan, the business day designated in writing by the Chapter 11 Trustee on which each condition to the occurrence of the Effective Date has been satisfied or waived by the applicable party pursuant to Article 8 of the Plan.

1.1.17 Estate means the substantively consolidated bankruptcy estates of Wagner Square LLC, and Wagner Square I, LLC.

1.1.18 General Unsecured Claim means an Allowed Claim, payment of which is not secured by a lien upon or pledge of any assets of the Debtor, and is not an Administrative Claim, a Priority Tax Claim, or a Professional Fee Claim.

1.1.19 Estate Assets means all legal or equitable interests as defined in 11 U.S.C. § 541 or the Plan belonging to the Estate, including, but not limited to, all proceeds from the sale of the Debtors' Property.

1.1.20 Final Order means an Order as to which (a) the time for rehearing or appeal has expired, or (b) no stay pending appeal or pending review, rehearing, or certiorari has been issued.

1.1.21 Holder means a Person that holds a beneficial interest in a Claim against or Interest in the Debtor.

1.1.22 Interest means the ownership interests in the Debtors.

1.1.23 Interest Holder(s) means the holders of Interest(s) in the Debtors: (i) Jackson Square, LLC; (ii) Redevco Civic Center, LLC; and (iii) the Debra Sinkle Kolsky Trust dated January 4, 2000.

1.1.24 Membership Interests means Interests arising from or related to a membership interest in the Debtors.

1.1.25 Person means an individual, corporation, partnership, trust, business trust association, joint stock company, joint venture, pool, syndicate, sole proprietorship, unincorporated organization, governmental authority, or any other form of entity not specifically listed herein.

1.1.26 Plan means this First Amended Plan of Liquidation of the Debtors, as amended, modified, or supplemented from time to time.

1.1.27 Priority Tax Claim means a Claim that is entitled to priority in payment under Section 507(a)(8) of the Bankruptcy Code.

1.1.28 Professional means a professional employed in the Debtors' Chapter 11 case under 11 U.S.C. §§ 327 and/or 1103.

1.1.29 Professional Fee Claim means a Claim for compensation or reimbursement of expenses of a Professional retained in the Debtors' case in accordance with the provisions of Section 327 and 328 of the Bankruptcy Code.

1.1.30 Property means all right, title and interest in and to any and all property of every kind or nature, owned by the Debtors as of the Effective Date, including, but not limited to, property as defined in Section 541 of the Bankruptcy Code.

1.1.31 Schedules of Assets and Liabilities means the Schedules of Assets and Liabilities as amended from time to time and filed by the Debtors in their Bankruptcy Case.

1.1.32 United States Trustee means the Office of the U.S. Trustee for Region 21 located in the Southern District of Florida in Miami, as provided for in 28 U.S.C. § 581 *et. seq.*

1.1.33 U.S. Trustee Fee(s) means fees payable to the U.S. trustee pursuant to 28 U.S.C. § 1930(a)(6).

1.1.34 Wagner Square means the Debtor, Wagner Square LLC.

1.1.35 Wagner Square I means the Debtor, Wagner Square I, LLC.

ARTICLE 2

CLASSIFICATION OF CLAIMS AND INTERESTS; IMPAIRMENT

2.1 Classification. Pursuant to Section 1122 of the Bankruptcy Code, a Claim or Interest is placed in a particular Class for purposes of voting on the Plan and receiving Distributions under the Plan only to the extent the particular Claim or Interest is an Allowed Claim or Allowed Interest in that Class and such Claim or Interest has not been paid, released, or otherwise settled before the Effective Date. A Claim or Interest shall be classified in a different Class to the extent that it qualifies within the identification of that different Class.

2.2 Unclassified Claims. In accordance with Section 1123(a)(1) of the Bankruptcy Code, Administrative Claims, Professional Fee Claims, Priority Tax Claims, and U.S. Trustee Fees are not classified under the Plan, and the treatment of those Claims is set forth in Article 3.

2.3 Identification of Classes. Classes of Claims against and Interests in the Debtor are designated as follows:

Class	Designation	Impairment	Entitled to Vote
Class 1	General Unsecured Claims	Unimpaired	No
Class 2	Capital Interests in Wagner Square	Unimpaired	No
Class 3	Capital Interests in Wagner Square I	Unimpaired	No
Class 4	Membership Interests in Wagner Square	Unimpaired	No
Class 5	Membership Interests in Wagner Square I	Unimpaired	No

2.4 Unimpaired Classes. All Claims and Interests treated in the Plan in Classes 1, 2, 3, 4 and 5 are not impaired under the Plan. Pursuant to Section 1126(f) of the Bankruptcy Code, Claim holders and Interest holders within Classes 1, 2, 3, 4 and 5 are conclusively presumed to have accepted the Plan, and therefore are not entitled to vote to accept or reject the Plan.

ARTICLE 3

TREATMENT OF ADMINISTRATIVE CLAIMS, PROFESSIONAL FEE CLAIMS, AND ALLOWED PRIORITY TAX CLAIMS

3.1 Administrative Claims Bar Date. All requests for payment of Administrative Claims and applications for payment of Professional Fee Claims shall be filed with the Bankruptcy Court and served upon the Chapter 11 Trustee at least ten days before the Confirmation Hearing or by such earlier deadline as may apply to such Administrative Claim pursuant to an earlier order of the Bankruptcy Court; provided, however, that each claimant shall have the right to supplement its Administrative Claim and estimate any future expenses and fees to be incurred. Except as provided herein, any Administrative Claim or Professional Fee Claim for which an application or request for payment is not filed within such time period shall be discharged and forever barred.

3.2 Treatment of Administrative Claims, including Professional Fee Claims. Allowed Administrative Claims and Professional Fee Claims incurred through the Confirmation Date shall be completely and fully satisfied by payment in cash by the Chapter 11 Trustee, on the later of the Effective Date or the allowance date except to the extent that any claimant holding an Allowed Administrative Claim or Allowed Professional Fee Claim agrees to treatment different than that proposed under the Plan.

3.3 U. S. Trustee Fees. Notwithstanding any other provisions of the Plan to the contrary, the United States Trustee shall be paid in cash the appropriate sum required pursuant to 28 U.S.C. § 1930(a)(6), within ten (10) days of the entry of the Order confirming this Plan, for pre-confirmation periods by the Chapter 11 Trustee, and the Chapter 11 Trustee shall simultaneously provide the United State Trustee an appropriate affidavit indicating the cash disbursements for the relevant period. In addition, the Debtors, through the Chapter 11 Trustee, shall further pay the United States Trustee the appropriate sum required pursuant to 28 U.S.C. § 1930(a)(6) for post-confirmation periods within the time periods set forth in 29 U.S.C. § 1930(a)(6), based upon all post-confirmation disbursements made by the Chapter 11 Trustee, until the earlier of the close of this Case by the issuance of a Final Decree by the Bankruptcy Court, or upon the entry of an order by the Bankruptcy Court dismissing this Case or converting this Case to another chapter under the Bankruptcy Code, and the Chapter 11 Trustee shall provide to the United States Trustee upon the payment of each post-confirmation payment an appropriate affidavit indicating all the cash disbursements for the relevant period.

3.4 Priority Tax Claims. To the extent not already satisfied by the Chapter 11 Trustee prior to the Effective Date, commencing as soon as reasonably practicable on or after the Effective Date, the Disbursing Agent shall pay to the Holder of an Allowed Priority Tax Claim cash in an amount equal to such Allowed Priority Tax Claim.

ARTICLE 4

PROVISIONS FOR TREATMENT OF ALLOWED CLAIMS AND INTERESTS

4.1 Treatment of Class 1 General Unsecured Claims. Allowed Claims within Class 1 shall be satisfied and paid in full with interest at the legal rate through the date of payment as soon as reasonably practicable on or after the Effective Date.

4.2 Treatment of Class 2 and Class 3 Capital Interests in the Debtors.

4.2.1 Timing of Payment of Capital Interests.

Capital Interests in Class 2 or Class 3 shall receive a Distribution, if any, in accordance with the terms of the Arbitration Award and as set forth in article 4.2.2, after each of the following conditions has been satisfied: (i) the Confirmation Order becomes a Final Order; (ii) after payment, in full, of all (a) Allowed Administrative Claims, (b) Allowed Professional Fee Claims, (c) U.S. Trustee Fees, and (d) Allowed Claims in Class 1; and (iii) after all litigation is concluded (including any and all disputes between the Chapter 11 Trustee and the Interest Holders, and all disputes by and between the Interest Holders of the Debtors).

4.2.2 Priority in Payment of Class 2 and Class 3 Capital Interests.

Pursuant to the terms of the Arbitration Award and the Bankruptcy Court's Order Granting Trustee Dillworth's Motion for Substantive Consolidation which consolidated the assets and liabilities of the Debtor's bankruptcy estates, but excepted equity interests in the Debtors from consolidation [ECF No. 115], the Class 2 Capital Interests of Wagner Square, as determined in the Arbitration Award, shall be paid after which payment the Class 3 Capital Interests of Wagner Square I shall be paid.

4.2.3 Retention of Rights of Unpaid Class 2 and Class 3 Capital Interests.

To the extent that any such Capital Interest remains unpaid, the Holders of any such Capital Interest shall retain their Capital Interest in the Debtors, Wagner Square or Wagner Square I, and all legal, equitable and contractual rights of the Holders of such Capital Interests shall remain unaltered.

4.3 Treatment of Class 4 and Class 5 Membership Interests in the Debtors. Membership Interests in Class 4 and Class 5 shall retain their Membership Interests in the Debtors, Wagner Square and Wagner Square I, and all legal, equitable and contractual rights of the Holders of such Membership Interests shall remain unaltered.

ARTICLE 5
MEANS OF IMPLEMENTATION OF THE PLAN

5.1 Information Regarding the Plan.

5.1.1 The Liquidation of the Debtor's Estate.

The Debtor's Estate was primarily comprised of certain real property that Wagner Square had acquired from the City of Miami in 2005, for purposes of developing two affordable housing condominiums and a commercial component. The development plan, certain land restrictions and funding for the development were among the terms agreed upon by the City of Miami and Wagner Square. Wagner Square subsequently transferred two of the parcels of real property to Wagner Square I and a third, non-debtor entity,

Wagner Square III, LLC, with the result that each of those three entities held title to one of the parcels.

The Court's Order Approving and Authorizing Private Sale of Real Property Pursuant to Purchase Agreement, Free and Clear of Encumbrances [ECF No. 82] ("**Sale Order**") was entered on August 21, 2012, and the commercial parcel held by Wagner Square was sold to the United States of America for and on behalf of the United States Department of Veterans Affairs for a total purchase price of \$7.2 million.

In accordance with the Court's Order Granting Trustee Dillworth's Motion to Approve Compromise of Controversy Pursuant to Fed.R.Bankr.P. 9019 [ECF No. 81] ("**Settlement Order**"), entered August 21, 2012, and the Order Granting Trustee Dillworth's Motion for Substantive Consolidation [ECF No. 115], the remaining two parcels of real property owned by Wagner Square I and Wagner Square III were transferred to the City of Miami, free and clear of all liens, claims and interests.

In addition, distributions authorized by this Court's Order ("**Payment Order**") [ECF No. 142] entered October 25, 2012, have been made to Jackson in respect of its secured Claim No. 3 and to Redevco and the Debra Sinkle Kolsky Trust dated January 4, 2000, on account of and in partial satisfaction of Claim Nos. 7 and 6, respectively.

All transfers and payment of all claims authorized by the Sale Order, Settlement Order and Payment Order have now been made. The Debtor's Estate has no other tangible assets left to administer, and Trustee Dillworth has cash on hand in the amount of \$1,426,077.86.

5.1.2 Claims Against the Estate.

Trustee Dillworth has sufficient funds from the liquidation of the Debtor's real property to pay in full all administrative, priority and general unsecured claims brought against both Wagner Square and Wagner Square I, and expects to have sufficient funds to make a pro-rata payment on the members' subordinated "Capital" Interests.

The remainder of the filed and anticipated claims against the Debtor's Estate are detailed in Exhibits "B" and "C" attached, and can be summarized as follows:

- a. Administrative Claims of approximately \$600,000 (Exhibit "B");
- b. Non-insider general unsecured claims against Wagner Square in an amount equal to \$9,733.35, and which consist of the following:
 - i. All Points Express Courier - \$102.41;
 - ii. FedEx Corporation - \$14.45; and
 - iii. Foley & Lardner - \$9,616.49;

c. Interest Holders' general unsecured claims of \$311,351.60 – See Jackson Square, LLC's Motion for Entry of Order Directing Trustee to Satisfy Remaining Unsecured Claims of (I) Jackson Square, LLC; (II) the Debra Sinkle Kolsky Trust Dated January 4, 2000 and Redevo Civic Center, LLC; and (III) Other General Unsecured Claims for Which No Objection has been Filed [ECF No. 155];

d. Non-insider general unsecured claims against Wagner Square I of approximately \$12,000 (Exhibit "C"); and,

e. Capital Interests adjudicated by the Arbitration Award.

The Plan contemplates the distribution of the remaining Estate Assets in accordance with the priorities set forth in the Bankruptcy Code, and in compliance with the Arbitration Award.

5.2 Wagner Square I Claims Bar Date. The bar date for filing proofs of claims against the estate of Wagner Square expired on October 1, 2012. Because Wagner Square I was pending in an involuntary bankruptcy when it was substantively consolidated into the estate of Wagner Square, no Schedules of Assets and Liabilities were ever filed for Wagner Square I. Thus, no claims bar date was ever set for the creditors of Wagner Square I. Therefore, in order to accurately determine the Claims for purposes of the Plan, a claims bar date will be established by separate court order and served upon all creditors of Wagner Square I.

5.3 Request for "Cramdown" of Plan. If the Bankruptcy Court determines that Class 2 Capital Interests, Class 3 Capital Interests, Class 4 Membership Interests or Class 5 Membership Interests are impaired and any such Classes of Interests vote to reject the Plan, the Chapter 11 Trustee requests that the Bankruptcy Court confirm the Plan pursuant to the provisions of § 1129(b)(1) and (2)(c) of the Bankruptcy Code.

5.4 Designation of Disbursing Agent. Upon the Effective Date, the Chapter 11 Trustee will serve as the Disbursing Agent under the terms of the Plan. In order to effectuate the terms of the Plan, all Estate Assets will remain in the Chapter 11 Trustee's escrow account until they are disbursed in accordance with the provisions of the Plan.

5.5 Existing Membership Interests. On the Effective Date, all agreements, documents and instruments relating to the Membership Interests shall remain in full force and effect, unaltered and unmodified, and shall remain vested with the existing Membership Interest Holders.

5.6 Abandonment of Estate Causes of Action. On the Effective Date, all Estate Causes of Action shall be deemed abandoned without further action or order of the Bankruptcy Court.

ARTICLE 6

PROVISIONS GOVERNING DISTRIBUTIONS

6.1 Date of Distributions. Unless otherwise provided herein, any distributions and deliveries to be made hereunder shall be made on the Effective Date or as soon as practicable

thereafter and deemed to be made on the Effective Date. In the event that any payment or act under this Plan is required to be made or performed on a date that is not a Business Day, then the making of such payment or the performance of such act may be completed on the next succeeding Business Day, but shall be deemed to have been completed as of the required date.

6.2 Disbursing Agent. All distributions under this Plan shall be made by Drew M. Dillworth, as Disbursing Agent, who shall not be required to give any bond or surety or other security for the performance of his duties.

6.3 Rights and Powers of Disbursing Agent.

(a) Powers of the Disbursing Agent. The Disbursing Agent shall be empowered to (i) effect all actions and execute all agreements, instruments and other documents necessary to perform its duties under this Plan, (ii) make all distributions contemplated hereby, (iii) employ professionals to represent it with respect to its responsibilities, if necessary, and (iv) exercise such other powers as may be vested in the Disbursing Agent by order of the Bankruptcy Court, pursuant to this Plan, or as deemed by the Disbursing Agent to be necessary and proper to implement the provisions hereof.

(b) Expenses Incurred on or After the Effective Date. Except as otherwise ordered by the Bankruptcy Court, the amount of any reasonable fees and expenses incurred by the Disbursing Agent on or after the Effective Date (including, without limitation, taxes) and any reasonable compensation and expense reimbursement claims (including, without limitation, reasonable attorney fees and expenses) made by the Disbursing Agent shall be paid in cash by the Disbursing Agent.

6.4 Withholding and Reporting Requirements. In connection with the Plan and all distributions hereunder, the Disbursing Agent shall, to the extent applicable, comply with all tax withholding and reporting requirements imposed by any federal, state, provincial, local, or foreign taxing authority and all distributions hereunder shall be subject to any such withholding and reporting requirements. The Disbursing Agent shall be authorized to take any and all actions that may be necessary or appropriate to comply with such withholding and reporting requirements. Notwithstanding any other provision of the Plan, (a) each Holder of an Allowed Claim or Interest that is to receive a distribution pursuant to the Plan shall have sole and exclusive responsibility for the satisfaction and payment of any tax obligations imposed by any governmental unit, including income, withholding, and other tax obligations, on account of such distribution, and (b) no distribution shall be made to or on behalf of such Holder pursuant to the Plan unless and until such Holder has made arrangements satisfactory to the Disbursing Agent for the payment and satisfaction of such withholding tax obligations. Any property to be distributed pursuant to the Plan shall, pending the implementation of such arrangements, be treated as an undeliverable distribution.

ARTICLE 7
PROCEDURES FOR TREATING DISPUTED CLAIMS

7.1 No Distributions Pending Allowance. Notwithstanding any other provision hereof, if any portion of a Claim is Disputed, no payment or distribution provided hereunder shall be made on account of such Claim unless and until such Disputed Claim becomes Allowed.

7.2 Distributions After Allowance. To the extent that a Disputed Claim ultimately becomes an Allowed Claim, distributions (if any) shall be made to the Holder of such Allowed Claim in accordance with the provisions of this Plan. As soon as practicable after the date that the order or judgment of the Bankruptcy Court allowing any Disputed Claim becomes a Final Order, the Disbursing Agent shall provide to the Holder of such Claim the distribution (if any) to which such Holder is entitled under this Plan.

ARTICLE 8
CONDITIONS TO EFFECTIVE DATE

8.1 Conditions. The occurrence of the Effective Date shall be subject to the satisfaction or waiver by the Chapter 11 Trustee of each of the following conditions:

8.1.1 The Confirmation Order, in form and substance satisfactory to the Chapter 11 Trustee, has been entered on the docket maintained by the Clerk of the Bankruptcy Court.

8.1.2 The Confirmation Order is a Final Order, unless the Bankruptcy Court has waived the Debtor's compliance with Bankruptcy Rule 6004(h).

8.2 Satisfaction of Conditions. Any actions required to be taken on the Effective Date shall take place and shall be deemed to have occurred simultaneously, and no such action shall be deemed to have occurred prior to the taking of any other such action. If the Chapter 11 Trustee determines that one of the conditions precedent set forth in Section 8.1 hereof cannot be satisfied and the occurrence of such condition is not waived or cannot be waived, then the Chapter 11 Trustee shall file a notice of the failure of the Effective Date with the Bankruptcy Court and the Confirmation Order may be vacated by the Bankruptcy Court. If the Confirmation Order is vacated pursuant to this Section, this Plan shall be null and void in all respects, and nothing contained in this Plan shall constitute a waiver or release of any Claims against the Debtor or the allowance of any Claim as an Allowed Claim.

ARTICLE 9
EFFECT OF CONFIRMATION

9.1 Discharge of Debtors. Under the terms of the Plan, only Allowed Claims that are paid in full shall be discharged under Section 1141 of the Bankruptcy Code.

9.2 Binding Effect. Subject to the occurrence of the Effective Date, on and after the Confirmation Date, the provisions of this Plan shall bind any Holder of a Claim against, or Interest in, the Debtors and such Holder's respective successors and assigns, whether or not the

Claim or Interest of such Holder is impaired under this Plan, whether or not such Holder has accepted this Plan, and whether or not such Holder is entitled to a Distribution under this Plan.

9.3 Injunction Enjoining Certain Actions.

Except as expressly provided herein, at all times on and after the Effective Date, all Persons who have been, are, or may be holders of Claims against or Interests in the Debtors arising prior to the Effective Date, shall be enjoined from taking any of the following actions against or affecting the Property:

(i) commencing, conducting or continuing in any manner, directly or indirectly any suit, action, or other proceeding of any kind arising before the Confirmation Date against the Debtors, their Estate, or the Property (including, without limitation, all suits, actions, and proceedings that are pending as of the Effective Date, shall be deemed to be withdrawn or dismissed with prejudice);

(ii) enforcing, levying, attaching, collecting, or otherwise recovering by any manner or means whether directly or indirectly any judgment, award, decree, or order against the Debtors, their Estate, or the Property relating to any obligation which arose prior to the Effective Date;

(iii) creating, perfecting, or otherwise enforcing in any manner, directly or indirectly, any lien or encumbrance against the Debtors, their Estate, or the Property;

(iv) asserting any right of subrogation, or recoupment of any kind, directly or indirectly against any obligation due the Debtors, their Estate, or the Property; and

(v) proceeding in any manner in any place whatsoever that does not conform to or comply with the provisions of the Plan.

ARTICLE 10
RETENTION OF JURISDICTION

10.1 Retention of Jurisdiction. The Bankruptcy Court, even after the case has been closed, shall have jurisdiction to the fullest extent of the law over all matters arising under, arising in, or relating to the Debtor's chapter 11 cases, including proceedings to:

(a) ensure that the Plan is carried out;

(b) enter such orders as may be necessary or appropriate to implement, consummate, or enforce the provisions of the Plan and all contracts, instruments, releases, indentures and other agreements or documents created in connection with the Plan;

(c) consider any modification of the Plan under Section 1127 of the Bankruptcy Code;

(d) hear and determine all Claims, controversies, suits and disputes against Debtors to the extent permitted under 28 U.S.C. § 1334;

(e) allow, disallow, determine, liquidate, classify, estimate, or establish the priority or secured or unsecured status of any Claim, including the resolution of any and all objections to the allowance or priority of Claims;

(f) hear, determine, and adjudicate any litigation involving any claims or causes of action constituting Estate Property;

(g) decide or resolve any motions, adversary proceedings, contested or litigated matters and any other matters and grant or deny any applications involving Debtors that may be pending on or commenced after the Effective Date;

(h) resolve any cases, controversies, suits, or disputes that may arise in connection with the consummation, interpretation, or enforcement of the Plan, or any entity's obligations incurred in connection with the Plan, or any other agreements governing, instruments evidencing, or documents relating to any of the foregoing, including the interpretation or enforcement of any rights, remedies, or obligations under any of the foregoing;

(i) hear and determine all controversies, suits, and disputes that may arise out of or in connection with the enforcement of any and all subordination and similar agreements among various creditors pursuant to Section 510 of the Bankruptcy Code;

(j) hear and determine all requests for compensation and/or reimbursement of expenses that may be made for fees and expenses incurred before the Effective Date;

(k) enforce any Final Order, the Confirmation Order, the final decree, and all injunctions contained in those orders;

(l) enter an order concluding and terminating this case;

(m) correct any defect, cure any omission, or reconcile any inconsistency in the Plan or the Confirmation Order;

(n) determine all questions and disputes regarding title to the assets of the Debtors;

(o) take any action described in the Plan involving the post-confirmation Debtors;

(p) enter a final decree in Debtors' case as contemplated by Bankruptcy Rule 3022;

(q) enforce, by injunction or otherwise, the provisions set forth in the Plan, the Confirmation Order, any final decree, and any Final Order that provides for the adjudication of any issue by the Bankruptcy Court; and

(r) enter and implement such orders as are necessary or appropriate if the Confirmation Order is for any reason modified, stayed, reversed, revoked, or vacated.

10.2 Failure of Bankruptcy Court to Exercise Jurisdiction. If the Bankruptcy Court abstains or exercises discretion not to hear any matter within the scope of its jurisdiction, nothing herein shall prohibit or limit the exercise of jurisdiction by any other tribunal of competent jurisdiction.

ARTICLE 11
GENERAL PROVISIONS

11.1 Notices. Whenever the Plan requires notice to be given, such notice shall be given to the following parties at their respective addresses unless a prior notice of change of address has been served indicating a new address:

Chapter 11 Trustee Drew M. Dillworth on behalf of the Debtors

Stearns Weaver Miller Weissler Alhadeff & Sitterson, P.A.

Harold Moorefield, Jr., Esq.

Email: hmoorefield@stearnsweaver.com

Eric J. Silver, Esq.

Email: esilver@stearnsweaver.com

150 West Flagler Street, Suite 2200

Miami, FL 33130

Tel: (305) 789-3200

Fax: (305) 789-3395

United States Trustee

Office of the United States Trustee

Ariel Rodriguez, Esq.

51 S.W. First Avenue, Suite 1204

Miami, Florida 33130

Tel: (305) 536-7285

Fax: (305) 536-7360

Email: Ariel.Rodriguez@usdoj.gov

11.2 Dates. The provisions of Bankruptcy Rule 9006 shall govern the calculation of any dates or deadlines referenced in the Plan, except as otherwise provided.

11.3 Further Action. Nothing contained in the Plan shall prevent the Chapter 11 Trustee from taking such actions as may be necessary to consummate the Plan, even though such actions may not specifically be provided for within the Plan.

11.4 Attachments. All attachments to the Plan are incorporated herein by reference and are intended to be an integral part of this document as though fully set forth in the Plan. All exhibits to the Plan shall be filed with the Bankruptcy Court no later than ten days before the Confirmation Date or such other date as is agreed to by the Chapter 11 Trustee.

11.5 Plan Amendments. Before the Confirmation Date, the Chapter 11 Trustee may modify, amend or withdraw the Plan, without approval of the Bankruptcy Court. After the Confirmation Date, the Proponent may subject to Bankruptcy Court approval and so long as it does not materially or adversely affect the rights set forth in the Plan of creditors and other parties in interest, amend or modify the Plan to remedy any defect or omission or reconcile any inconsistencies in the Plan or in the Confirmation Order, in such manner that may be necessary to carry out the purposes and intent of the Plan.

11.6 Governing Law. Except to the extent that the Bankruptcy Code or Bankruptcy Rules are applicable, the rights and obligations arising under the Plan shall be governed by, and construed and enforced in accordance with, the laws of the State of Florida, without giving effect to any conflicts of law principles.

11.7 No Admissions. Notwithstanding anything here and to the contrary, nothing contained in the Plan shall be deemed as an admission by any person with respect to any matter set forth herein.

11.8 Notice of Effective Date. Promptly after occurrence of the Effective Date, the Chapter 11 Trustee shall file with the clerk of the Bankruptcy Court a notice that the Plan has become effective; *provided, however*, that the failure to file such notice shall not affect the effectiveness of the Plan or the rights or substances obligations of any entity hereunder.

11.9 Final Decree. On substantial consummation, the Chapter 11 Trustee may move for a final decree closing the case and requesting such other orders as may be necessary and appropriate.

Dated: January 31, 2013

Respectfully submitted,

**STEARNS WEAVER MILLER WEISSLER
ALHADEFF & SITTERSON, P.A.**

Museum Tower, Suite 2200
150 West Flagler Street
Miami, Florida 33130
Telephone: (305) 789-3200
Facsimile: (305) 789-3395

By: /s/ Harold D. Moorefield, Jr.
HAROLD D. MOOREFIELD, JR.
Florida Bar No. 239291
hmoorefield@stearnsweaver.com

Attorneys for Drew M. Dillworth, Chapter 11 Trustee