

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

In re:

Case No.: 14-19672-LMI

RIVERWALK JACKSONVILLE
DEVELOPMENT, LLC,

Chapter 11

Debtor.

**DISCLOSURE STATEMENT IN CONNECTION WITH
DEBTOR'S SECOND AMENDED PLAN OF REORGANIZATION**

Dated: July 17, 2015

Respectfully submitted

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ARTICLE I: INTRODUCTION

The Debtor and Debtor-in-Possession, Riverwalk Jacksonville Development, LLC (“RJD” or “Debtor”), through counsel and pursuant to Sections 1121 and 1123 of the United States Bankruptcy Code and Rule 3016 of the Federal Rules of Bankruptcy Procedure, has proposed its Second Amended Plan of Reorganization under Chapter 11 of the United States Bankruptcy Code (the “Plan”), for the resolution of Claims against and interests in the Debtor. [ECF ____]. The Debtor is the proponent of the Plan within the meaning of Section 1129 of the Bankruptcy Code. The Plan is summarized in this Amended Disclosure Statement (the “Disclosure Statement”). The Plan provides the means for distributing the funds collected by the Debtor to its Creditors. All Allowed Claims are to be paid in full under the Plan, and thus, there will be no voting for or against the Plan.

Subject to certain restrictions and requirements set forth in Section 1127 of the Bankruptcy Code, Bankruptcy Rule 3018, and the Plan, the Debtor reserves the right to further alter, amend, modify, revoke, or withdraw the Plan and this Disclosure Statement prior to the Effective Date.¹

The Debtor files this Disclosure Statement in conformance with 11 U.S.C. § 1125, but does not seek to solicit votes to accept or reject the Plan as all Allowed Claims are unimpaired and deemed to have accepted the Plan as a matter of law. ALL ALLOWED CLAIMS IN THIS CASE ARE BEING PAID IN FULL. Notwithstanding the fact that there is no need to solicit acceptances for the Plan, this Disclosure Statement contains a discussion of, *inter alia*, the history of the Debtor, financial information regarding the Debtor and its assets, the major events of this Chapter 11 Case, the sale transactions which will fund Plan Distributions, treatment of Claims against and interests in the Debtor, preservation of litigation claims, risk factors, liquidation analysis, tax implications, alternatives to the Plan, a summary and analysis of this Plan, and certain related matters.

THIS DISCLOSURE STATEMENT IS FILED FOR THE SOLE PURPOSE OF MEETING THE REQUIREMENTS OF 11 U.S.C. § 1125. ALL ALLOWED CLAIMS SHALL BE PAID IN FULL, AND THUS, ARE UNIMPAIRED AND DEEMED TO HAVE ACCEPTED THE PLAN AS A MATTER OF LAW PURSUANT TO 11 U.S.C. § 1126(f). ACCORDINGLY, THIS DISCLOSURE STATEMENT SEEKS ONLY TO INFORM CREDITORS AND PARTIES IN INTEREST OF THE CONTENTS OF THE PLAN. NO FURTHER ACTION IS REQUIRED.

THE INFORMATION CONTAINED IN THIS DISCLOSURE STATEMENT CONCERNING THE FINANCIAL CONDITION OF THE DEBTOR’S BANKRUPTCY ESTATE IS BASED UPON FINANCIAL AND OTHER INFORMATION DEVELOPED BY THE DEBTOR’S MANAGEMENT AND ITS PROFESSIONALS FROM THE DEBTOR’S RECORDS. THE INFORMATION IN THIS DISCLOSURE STATEMENT HAS NOT BEEN SUBJECT TO AN AUDIT, AND THEREFORE, MAY BE SUBJECT TO

¹ Unless otherwise stated herein, capitalized terms shall have the same meaning ascribed to them in the Plan.

ERROR. SOME FINANCIAL INFORMATION MAY HAVE BEEN INADVERTENTLY OVERLOOKED IN THE PREPARATION OF THIS DISCLOSURE STATEMENT, BUT IT IS BELIEVED THE DISCLOSURE STATEMENT IS GENERALLY ACCURATE.

For a summary description of the treatment of each Class of Claims and Interests and the estimated value of the Distribution to each Class of Claims and Interests, see Article VII.

The Plan call for confirmation and closing of the Bickel South Transaction which will fund most of the payments/settlements in this Plan before August 31, 2015. You are advised that the Confirmation Hearing in this case may be consolidated with the Disclosure Hearing.

Objections to the Adequacy of this Disclosure Statement, and Objections to the Plan.

The Bankruptcy Court may enter an Order setting a bar date upon which you may file an objection to the adequacy of this Disclosure Statement and by which you may object to the Plan. Any such objections must be filed with the Clerk of the Bankruptcy Court at the following address: Clerk of the Court, United States Bankruptcy Court, C. Clyde Atkins United States Courthouse, 301 N. Miami Avenue, Room 150, Miami, Florida, 33128, and served upon the Debtor (1) by email at gaaronson@aspalaw.com; tmckeown@aspalaw.com, and spardo@pardogainsburg.com and (2) upon the Debtor's counsel Geoffrey S. Aaronson, Esq. and Tamara D. McKeown, Esq., by regular United States mail at Aaronson Schantz Beiley P.A., Miami Tower, 100 S.E. 2nd Street, 27th Floor, Miami, Florida 33131.

THE INFORMATION CONTAINED IN THIS DISCLOSURE STATEMENT HAS BEEN SUBMITTED BY DEBTOR'S MANAGEMENT, UNLESS SPECIFICALLY STATED TO BE FROM OTHER SOURCES. NO REPRESENTATIONS CONCERNING THE DEBTOR, OTHER THAN THOSE SET FORTH HEREIN, ARE AUTHORIZED BY THE DEBTOR.

ARTICLE II: DEFINITIONS

The defined terms used in Article II of the Plan shall have the same meanings in this Disclosure Statement. Those definitions, as set forth in the Plan, are incorporated herein for sake of convenience.

- 2.1. Administratively Closed. This Chapter 11 Case will become non-active and closed upon appropriate application made to the Court after Substantial Consummation.
- 2.2. Administrative Creditor. Any Creditor entitled to payment of an Administrative Expense Claim.
- 2.3. Administrative Expense Claim. Any Claim for payment of any administrative cost or expense of administering this Chapter 11 case allowed under Section 503(b) of the Bankruptcy Code and otherwise entitled to priority under §507(a)(1) of the Bankruptcy Code, including, *inter alia*, any actual and necessary expenses of preserving the Debtor's estate; any actual and necessary expenses of operating the

business of the Debtor, including loans or other advances to the Debtor-in-Possession, and all allowances of compensation or reimbursement of expenses to the extent allowed by the Bankruptcy Court under 11 U.S.C. § 330; and any fees or charges assessed against the Debtor's estate under 28 U.S.C. 1930.

- 2.4. Adrienne Pardo. Adrienne Pardo, a Member of the Debtor TBE with her husband, Stevan Pardo.
- 2.5. Alliance. Alliance Realty Partners LLC, which is an affiliate of Alliance Residential Company, one of the largest private U.S. multifamily companies, with offices throughout the West, Southwest, South-Central, Southeast, Mid-Atlantic and Northeast. Alliance Residential Company states that it has invested more than \$3 billion in real estate and manages a \$9 billion portfolio, utilizing local leadership with a comprehensive national support infrastructure. The Debtor has entered into a Contract with Alliance for the sale and purchase of the Alliance Sale Parcel for \$6,500,000.00 which was approved by the Court at hearing on June 23, 2015 and by subsequent Order dated June 28, 2015 [ECF 182].
- 2.6. Alliance Closing Date. The Alliance Sale Contract provides for a closing to occur nine months after the Alliance Contract Date, with incentive to close earlier at the rate of \$1,666.66 per day in purchase price reduction, and disincentive to close later, at the rate of \$1,666.66 per day in purchase price increase.
- 2.7. Alliance Contract. The Purchase and Sale Agreement executed on April 27, 2015 between the Debtor and Alliance for the Debtor's sale to Alliance of the Alliance Sale Parcel.
- 2.8. Alliance Contract Date. The effective date as defined in the Alliance Contract, which was July 2, 2015.
- 2.9. Alliance Purchase Price. The consideration which Alliance will pay to the Debtor for the Alliance Sale Parcel, which shall be \$6,500,000.00, subject to a potential increase or decrease in price in the event of certain occurrences described in the Alliance Contract.
- 2.10. Alliance Purchase Transaction. The transaction in which Alliance will purchase from the Debtor, pursuant to the Alliance Contract, the Alliance Sale Parcel.
- 2.11. Alliance Sale Contract Period. The period of time in which the Debtor must close the Alliance Purchase Transaction pursuant to the terms of the Alliance Contract. Alliance has nine months from the contract effective date to close. There is financial incentive to close earlier than nine months, and disincentive to close later than nine months. *See* 2.6 Alliance Closing Date.
- 2.12. Alliance Sale Parcel. Those parcels of real property owned by the Debtor in Jacksonville, Florida comprised of the Prudential Parcel and a portion of the East Parking Lot Parcel, as roughly depicted in attached Exhibit "A," which the Debtor

will sell to Alliance pursuant to the Alliance Sale Order. The proceeds of the Alliance Transaction and the proceeds of the Brickell South Transaction will be used, as provided for in this Plan, to fund this Plan.

- 2.13. Alliance Sale Order. The June 28, 2015 Order of the Court entitled “Order Approving Contract for Sale and Authorizing Sale of Portion of Debtor’s Real Property” [ECF 182] which approves the Alliance Transaction.
- 2.14. Alliance Sale Proceeds. The total sale proceeds received by the Debtor from the Alliance Purchase Transaction, after payment of real estate taxes, commissions, closing fees including a reasonable attorney closing fee, costs, and all related costs and expenses customary in a commercial real estate transaction. The Plan will be partially funded by Alliance Sale Proceeds.
- 2.15. Alliance Transaction. The Alliance Transaction refers to the Alliance Contract, and the consummation of that contract.
- 2.16. Allowed Claim. Any Claim against the Debtor, proof of which was filed on or before the claims bar date pursuant to Bankruptcy Rule 3003 or which has been or hereafter is listed by the Debtor as liquidated in amount and not disputed or contingent and, in either case, a Claim as to which no objection to the allowance thereof has been interposed within the applicable period of limitation fixed by the Bankruptcy Code or the Bankruptcy Rules, or as to which any objection has been determined by a Final Order. Unless otherwise specified herein, the term "Allowed Claim" shall not include interest on the principal amount of such Claim from and after the Petition Date.
- 2.17. Allowed Equity Interest. Any Allowed Equity Interest in the Debtor, either scheduled by the Debtor, or filed pursuant to Bankruptcy Rule 3003 and which has resulted in an Allowed interest.
- 2.18. Allowed Priority Claim. Any Allowed Claim of a creditor which is designated a priority claim order pursuant to Section 507 of the Bankruptcy Code.
- 2.19. Allowed Secured Claim. Any Allowed Claim of a creditor secured by a lien on property in which the Debtor has an interest in accordance with Section 506(a) of the Bankruptcy Code.
- 2.20. Allowed Unsecured Claim. Any Allowed Claim not otherwise allowed as an Administrative Expense Claim, Priority Claim, or Secured Claim.
- 2.21. ASPA. Aaronson Schantz Beiley P.A., the Debtor’s attorneys.
- 2.22. Assets. Collectively, all of the Property of the Debtor’s Estate (including, *inter alia*, all tangible and intangible assets, property, interests, and Avoidance Actions),

as defined by Section 541 of the Bankruptcy Code, wherever situated as such properties exist on the Effective Date or thereafter.

- 2.23. Avoidance Action. Any claim or cause of action of the Estate arising out of or maintainable pursuant to Sections 502, 510, 541, 542, 543, 544, 545, 547, 548, 549, 550, 551 or 553 of the Code or any other similar applicable law, regardless of whether such action has been commenced prior to the Effective Date.
- 2.24. Ballot. Collectively, each of the ballot forms distributed with the Disclosure Statement to Holders of Claims included in the Classes that are Impaired under this Plan and are otherwise entitled to vote on this Plan.
- 2.25. Bankruptcy Case. This Chapter 11 case initiated by the Debtor's filing of a voluntary petition for relief in the Bankruptcy Court under Chapter 11 of the Bankruptcy Code on the Petition Date.
- 2.26. Bankruptcy Code. The United States Bankruptcy Code, as amended, and as set forth in Section 101, *et seq.*, of Title 11, United States Code.
- 2.27. Bankruptcy Court. The United States Bankruptcy Court for the Southern District of Florida, having jurisdiction over this Bankruptcy Case.
- 2.28. Bankruptcy Rules. The Federal Rules of Bankruptcy Procedure, as amended and as applicable to cases pending before the Bankruptcy Court.
- 2.29. Brickell South. Brickell South Miami Developments LLC, which is a Florida Limited Liability Company. The Debtor has entered into a Contract with Brickell South for the sale and purchase of the Brickell South Sale Parcel for the Brickell South Purchase Price.
- 2.30. Brickell South Contract. The Purchase, Sale and Settlement Agreement executed on June 18, 2015 between the Debtor and Brickell South for the Debtor's sale to Brickell South of the Brickell South Sale Parcel. This Plan contemplates that the Bankruptcy Court's confirmation of the Plan will necessarily and inherently include, *inter alia*, the Court's approval of the Brickell South Contract and the Court's authorization for the Debtor to consummate the Brickell South Transaction, as set forth more fully herein.
- 2.31. Brickell South Purchase Price. The consideration which Brickell South will pay to the Debtor for the Brickell South Sale Parcel, which shall be: (a) One Million Seven Hundred Fifty-Thousand and No/100 Dollars (\$1,750,000.00) (the "Brickell South Purchase Price Cash Amount"), subject to credit for the buyer's deposit (as defined in the Brickell South Contract) and subject to the prorations and adjustments as provided for in the Brickell South Contract), together with; (ii) the satisfaction of Sabadell Note and Sabadell Mortgage in the original principal amount of \$3,610,000.00, (the "Brickell South Purchase Price Loan Satisfaction").

- 2.32. Brickell South Sale Parcel. Those parcels of real property owned by the Debtor in Jacksonville, Florida comprised of the Riverwalk Parcel and the West Parking Lot Parcel, as roughly depicted in attached Exhibit “A,” and as set forth in the legal description attached thereto, which the Debtor will sell to Brickell South pursuant to this Plan. The proceeds of the Alliance Transaction and the proceeds of the Brickell South Transaction will be used, as provided for in this Plan, to fund this Plan.
- 2.33. Brickell South Sale Proceeds. The total sale proceeds received by the Debtor from the Brickell South Purchase Transaction, after payment of real estate taxes, commissions, closing fees including a reasonable attorney closing fee, costs, and all related costs and expenses customary in a commercial real estate transaction. The Plan will be partially funded by Brickell South Sale Proceeds.
- 2.34. Brickell South Transaction. The transaction in which Brickell South will purchase from the Debtor, pursuant to the Brickell South Contract, the Brickell South Sale Parcel.
- 2.35. Chapter 11 Case. This Chapter 11 case which commenced on April 28, 2014, in which the Debtor is Riverwalk Jacksonville Development, LLC.
- 2.36. Chart House. Chart House Restaurant, a current hold-over business tenant on the Debtor’s Riverplace Parcel pursuant to the disputed Chart House Lease.
- 2.37. Chart House Adversary Litigation. The adversary action filed by the Debtor against CHLN, Inc. and Landry’s, Inc. in the Bankruptcy Case on April 17, 2015, Adv. Case No. 15-01269-LMI, in which the Debtor seeks a declaratory judgment from the Bankruptcy Court determining the rights and obligations of the parties to the Chart House Lease. CHLN, Inc. filed a Counterclaim for declaratory relief against the Debtor in the adversary action. This adversary case remains pending.
- 2.38. Chart House Lease (also, Ground Lease). The February 3, 1980 fifty year ground lease (with extensions) between predecessors of the Debtor and predecessors of the present occupant of the premises, CHLN, Inc. c/o, and a direct or indirect subsidiary of Landry’s, Inc. d/b/a The Chart House Restaurant. The Debtor believes that this ground lease was terminated in or about July, 2002 due to the unauthorized and unapproved assignment of the Lease to CHLN and/or Landry’s. The lease default issue remains pending in the Chart House State Court Litigation, which was stayed by the Chapter 11 filing. The Chart House Adversary Litigation remains pending as well. This Plan provides for the rejection of the lease under 11 U.S.C. § 365 due to the Pre-Petition Lease Default.
- 2.39. Chart House State Court Litigation. The declaratory judgment action commenced by the Debtor on January 16, 2007 in the Circuit Court for the Fourth Judicial Circuit in and for Duval County, Florida, Case No. 16-2007-CA-000443-CV-G,

seeking a judicial determination of the rights and obligations of the parties to the Chart House Lease. This action remains unresolved, but was stayed by the Debtor's Chapter 11 Petition, and the Debtor is seeking to resolve the Chart House Lease termination in this Court through the Chart House Adversary Litigation.

- 2.40. CHLN, Inc. or CHLN. The owner of the Chart House Restaurant presently occupying a portion of the Riverwalk Parcel as a business tenant pursuant to the disputed Chart House Lease.
- 2.41. Claim. Any right to payment from the Debtor, whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured, or any right to an equitable remedy for breach of performance if such breach gives rise to a right of payment from the Debtor, whether or not such right to an equitable remedy is reduced to judgment, fixed, contingent, matured, unmatured, disputed, undisputed, secured, or unsecured.
- 2.42. Claims Objection Deadline. Thirty days before the Confirmation Hearing shall be the last day by which the Debtor or any other interested party may file an Objection to the Allowance of any Claim.
- 2.43. Closing. The closing of the Transaction which will fund the Plan.
- 2.44. Code. The United States Bankruptcy Code, 11 U.S.C. § 101 et. seq.
- 2.45. Confirmation. The confirmation of this Plan by the Bankruptcy Court pursuant to the Bankruptcy Code.
- 2.46. Confirmation Date. The date upon which the Bankruptcy Court, District Court, or other court of competent jurisdiction shall enter an Order confirming this Plan in accordance with the provisions of Chapter 11 of the Bankruptcy Code, or if the operation of such Order is stayed, the date upon which such stay expires or is vacated.
- 2.47. Confirmation Hearing. The hearing before the Bankruptcy Court held to consider confirmation of this Plan and related matters under § 1128 of the Bankruptcy Code, as such hearing may be adjourned or continued from time to time.
- 2.48. Confirmation Order. An Order entered by the Bankruptcy Court, District Court, or other court of competent jurisdiction confirming this Plan.
- 2.49. Consummation of Plan. The Effective Date of the Plan shall be the date that the Plan is deemed Consummated.
- 2.50. Contested Claim. Any claim as to which the Debtor or any other party(ies) in interest have interposed an objection in accordance with the Bankruptcy Code and

the Bankruptcy Rules, which objection has not been withdrawn or determined by a Final Order.

- 2.51. Court. The United States Bankruptcy Court for the Southern District of Florida (Miami Division) or any other Court, appellate or otherwise that properly exercises jurisdiction over this Chapter 11 Case.
- 2.52. Creditor. Any person that is the holder of a claim against the Debtor that arose on or before the Petition Date, or a claim against the Debtor's estate of any kind, as specified in 11 U.S.C. §§502(g), 502(h), and/or 502(i).
- 2.53. Debtor. Riverwalk Jacksonville Development, LLC.
- 2.54. Debtor-in-Possession. The Debtor, Riverwalk Jacksonville Development, LLC.
- 2.55. Default. A failure by the Debtor to pay Allowed Claim(s) required to be paid by the terms of a confirmed Plan. The holder of such Allowed Claim(s) may send written notice to the Debtor by certified mail at the Notice addresses of record for Debtor, as reflected in this Plan. The Debtor shall have twenty (20) days from the Debtor's receipt of the notice of default to cure such default. If the Debtor does not cure such default within the twenty day period, it shall be deemed a Default Event. If there is a dispute as to whether a Default Event has occurred, such dispute may be resolved by the Bankruptcy Court on short notice.
- 2.56. Default Event. An uncured Default pursuant to Paragraph 2.56.
- 2.57. DIP Account. The post-petition Debtor-in-Possession bank account of Riverwalk Jacksonville Development, LLC.
- 2.58. Disallowed Claim. Any Claim or any portion thereof that (i) has been disallowed by a Final Order, (ii) is listed in any of the Debtor's Schedules at zero, unknown, contingent, disputed, or unliquidated and as to which a proof of claim bar date has been established but no proof of claim has been timely filed or deemed timely filed with the Bankruptcy Court, or (iii) is not listed in the Debtor's Schedules and as to which a proof of claim bar date has been established but no proof of claim has been timely filed or deemed timely filed with the Bankruptcy Court.
- 2.59. Disclosure Statement. The Disclosure Statement submitted in connection with this Amended Plan of Reorganization filed by Debtor, including, without limitation, all exhibits and schedules thereto, as approved by the Bankruptcy Court pursuant to § 1125 of the Bankruptcy Code, Bankruptcy Rule 3017 and Rule 3017-1 of the Local Rules, as such Disclosure Statement may be further amended, modified or supplemented from time to time.

- 2.60. Disputed Claim. Any Claim or portion thereof which is the subject of an objection timely filed in the Bankruptcy Court and which objection has not been withdrawn, settled or overruled by a Final Order of the Bankruptcy Court.
- 2.61. Distribution. The delivery of payments to Allowed Creditor Claims. There shall be a two Distributions under the Plan, one on the Effective Date and one upon the closing of the Alliance Purchase Transaction, which will result in the full payment of all approved Administrative Claims and Allowed Creditor Claims.
- 2.62. Distribution Dates. The dates on which all Distributions shall be made pursuant to the Plan. The First Distribution Date is the same as the Effective Date.
- 2.63. Distribution Funds. All Distributions to Creditors under this Plan.
- 2.64. District Court. The United States District Court for the Southern District of Florida.
- 2.65. East Parking Lot Parcel. The Debtor's Property located at 0 Prudential Drive (Folio Number 1122668.0000), Jacksonville, Florida 32207, and encumbered by the U.S. Century Mortgage. The western portion of the East Parking Lot Parcel is presently subject to a parking easement by the Wyndham Hotel and Convention Center, and is not included as part of the Alliance Sale Parcel. See attached Exhibit "A."
- 2.66. East Parking Lot Sale Parcel. The portion of the East Parking Lot Parcel, as delineated in the attached Exhibit "A" which, when combined with the Prudential Parcel, comprises the Alliance Sale Parcel. The East Parking Lot Sale Parcel does not include the smaller western portion of the East Parking Lot Parcel which is presently subject to a parking easement by the Wyndham Hotel and Convention Center.
- 2.67. Effective Date. The Effective Date shall be the date of the Closing of the Brickell South Purchase Transaction, on which certain Distributions shall be made pursuant to the Plan. The Effective Date is the same as the First Distribution Date. The Effective Date shall be on or before August 31, 2015.
- 2.68. Engelhard. Brett Engelhard, one of the Debtor's Members and the owner of an 8.5% Membership Interest in the Debtor.
- 2.69. Equity Holders. The RJD Members: Augusto Vidaurreta, Brett Engelhard, Harold Gubnitsky, Larry Gordon, the Pardo Family Trust, Stevan and Adrienne Pardo, TBE, and Tom Richardson.
- 2.70. Equity Interest. Any equity interest in the Debtor, as represented by Membership Interests.

- 2.71. Estate. The estate created by the commencement of this Bankruptcy Case pursuant to the Bankruptcy Code, including, *inter alia*, any and all rights, powers, and privileges of such Debtor and any and all interests in property, whether real, personal or mixed, rights, causes of action, avoidance powers or extensions of time that such Debtor or such Estate shall have had as of the commencement of the Bankruptcy Case, or which such Estate acquired after the commencement of the Bankruptcy Case, whether by virtue of §§541, 544, 545, 546, 547, 548, 549 or 550 of the Bankruptcy Code, or otherwise.
- 2.72. Executory Contract. Any executory contract, unexpired lease or purported executory contract or unexpired lease to which the Debtor is a party.
- 2.73. Existing Organizational Documents. The articles of organization, and any other charter documents legally forming and/or organizing the Debtor, and all by-laws as may have been amended and/or restated up to, and in existence as of, the Petition Date. Except to the extent amended or restated by any applicable new Organizational Documents, such Existing Organizational Documents will remain in full force and effect.
- 2.74. Final Order. Any order or judgment of the Bankruptcy Court, the District Court, or any other court of competent jurisdiction including the Confirmation Order, as to which (i) any appeal that has been taken has been finally determined or dismissed, or (ii) the time for appeal has expired and no appeal has been filed timely. In the case of an order of the Bankruptcy Court, the time for appeal shall be the time permitted for an appeal to the District Court.
- 2.75. First Distribution. The first Distribution to creditors under the Plan in payment of Allowed Claims, which will be made upon the closing of the Brickell South Purchase Transaction.
- 2.76. First Distribution Date. The date on which the First Distribution shall be made pursuant to the Plan. The First Distribution Date is the same as the Effective Date.
- 2.77. Gordon. Larry Gordon, a Member of the Debtor and the owner of a five percent (5%) Membership Interest in the Debtor.
- 2.78. Ground Lease (also, Chart House Lease). The February 3, 1980 fifty year ground lease (with extensions) between predecessors of the Debtor and predecessors of the present occupant of the premises, CHLN, Inc. c/o, and a direct or indirect subsidiary of, Landry's, Inc. d/b/a The Chart House Restaurant. The Debtor believes that this ground lease was terminated in or about July, 2002 due to the unauthorized and unapproved assignment of the Lease to CHLN and/or Landry's. The lease default issue remains pending in the Chart House State Court Litigation, which was stayed by the Chapter 11 filing. The Chart House Adversary Litigation remains pending as well. This Plan provides for the rejection of the lease under 11 U.S.C. § 365 due to the Pre-Petition Lease Default.

- 2.79. Gubnitsky. Harold Gubnitsky, a Member of the Debtor and the owner of a two percent (2%) Membership Interest in the Debtor.
- 2.80. Holder. Any holder of a Claim or Equity Interest, as applicable.
- 2.81. Impaired Class. Any class of Creditors whose Allowed Claims are impaired by payments as proposed in this Plan, in accordance with 11 U.S.C. § 1124. A class of Creditors is deemed impaired under the Code unless the treatment under the Plan leaves unaltered the legal, equitable, and contractual rights to which such Creditors' Claims entitle them. Most creditors in this case will be paid in full on the Effective Date of the Plan and thus are unimpaired.
- 2.82. International House of Prayer. A current business tenant on the Debtor's Riverplace Parcel.
- 2.83. Landry's. Landry's, Inc., a Delaware corporation.
- 2.84. Lien. A charge against or interest in property to secure payment of a debt or performance, as that term as described in §101(37) of the Bankruptcy Code.
- 2.85. Local Rule. One of the Local Rules of the United States Bankruptcy Court for the Southern District of Florida.
- 2.86. Manager. The Debtor's manager, Stevan J. Pardo, who is also a Member of the Debtor TBE with his wife, Adrienne Pardo.
- 2.87. Member. The owners and holders of Membership Interests in the Debtor.
- 2.88. Membership Interest. One or more of the outstanding membership interests in the Debtor, a Florida Limited Liability Company.
- 2.89. Non-Insider Allowed Unsecured Debt. The Debtor's debt obligations to trade creditors who are unrelated to the Debtor's equity members, and who have provided commercial services and goods to the Debtor.
- 2.90. Objection to Claim. An objection to claim pursuant to Bankruptcy Rule 3007 and Local Rule 3007-1.
- 2.91. Pardo. Stevan J. Pardo, the Manager of the Debtor and a Member of the Debtor TBE with his wife, Adrienne Pardo.
- 2.92. Pardo Family Trust. A Member of the Debtor and the owner of a five percent (5%) Membership Interest in the Debtor.

- 2.93. Petition Date. April 28, 2014, the date on which Order for Relief was entered by the Court, which commenced this Chapter 11 case.
- 2.94. Plan or Plan of Reorganization. This Second Amended Plan of Reorganization, either in its present form or as it may hereafter be corrected, amended, supplemented, restated, or modified from time to time.
- 2.95. Priority Claim. Any Claim, other than an Administrative Expense Claim or a Priority Tax Claim, to the extent entitled to priority in payment under 11 U.S.C. § 507(a).
- 2.96. Priority Creditor. Any Creditor that is the holder of a Priority Claim.
- 2.97. Priority Non-Tax Claim. Any claim to the extent entitled to priority in payment under 11 U.S.C. § 507(a)(3), (4), (5), (6), or (7).
- 2.98. Priority Tax Claim. Any claim to the extent entitled to priority in payment under 11 U.S.C. §§ 507(a)(3), (4), (5), (6), or (7).
- 2.99. Professional Compensation. Any amounts that the Bankruptcy Court allows pursuant to § 330 of the Bankruptcy Code as compensation earned, and reimbursement of expenses incurred, by professionals employed by the Debtor, and any amounts the Bankruptcy Court allows pursuant to §§ 503(b)(3) and (4) of the Bankruptcy Code in connection with the making of a substantial contribution to the Bankruptcy Case.
- 2.100. Prudential Parcel. The Debtor's waterfront Property located at 1643 Prudential Drive, Jacksonville, Florida 32207 (the Eastern portion of Folio Number 1122677.0000). The Prudential Parcel provides parking for the Duval County School Board, as well as business tenants located on the Debtor's Riverplace Parcel and other area businesses. The Prudential Parcel is encumbered by the Sabadell Mortgage. The Prudential Parcel, when combined with the East Parking Lot Sale Parcel, comprises the Alliance Sale Parcel, as delineated in the attached Exhibit "A."
- 2.101. RJD. The Debtor and Debtor in Possession, Riverwalk Jacksonville Development, LLC.
- 2.102. RJD Properties. The four parcels of real property owned by the Debtor in Jacksonville, Florida, collectively the Riverplace Parcel, the Prudential Parcel the East Parking Lot Parcel and the West Parking Lot Parcel. The Riverplace Parcel and the Prudential Parcel are one tax folio number. The property is divided into four parcels for sake of convenience in this Plan, so as to more easily delineate the pending sale transactions.

- 2.103. Real Property. The RJD Properties, including all easements, concurrency entitlements, use allowances, and all other regulatory, zoning, land use and incorporeal hereditaments in manner associated with said real property.
- 2.104. Rejected Contract. Any unexpired lease or executory contract or purported lease or executory contract not assumed in the Plan.
- 2.105. Reorganized Debtor. The post-Confirmation Debtor who will have all rights and liabilities as set forth by this Plan.
- 2.106. Retained Action. Any claim, cause of action, right of action, suit or proceeding, whether in law or in equity, whether known or unknown, which the Debtor or the Estate may hold against any Person, including CHNL and Landry's, and *inter alia*: (i) any and all claims that arose before, on or after the Petition Date; (ii) claims and causes of action against any Persons for failure to pay for products or services provided or rendered by the Debtor; (iii) claims and causes of action seeking the recovery of the Debtor's accounts receivable or other receivables or rights to payment created or arising in the ordinary course of the Debtor's business, including without limitation, claim overpayments and tax refunds; and (iv) all causes of action that are Avoidance Actions.
- 2.107. Richardson. Tom Richardson, a Member of the Debtor and the owner of an eight percent (8%) Membership Interest in the Debtor.
- 2.108. Riverplace Parcel. The Debtor's property located at 1501 Riverplace Boulevard, Jacksonville, Florida 32207 (the Western portion of Folio Number 1122677.0000) and encumbered by the Sabadell Mortgage. The Chart House Restaurant and International House of Prayer are business tenants of the Debtor on the Riverplace Parcel, and five other commercial office spaces are presently vacant. A portion of the Riverplace Parcel is subject to use for parking by the Chart House Restaurant and also provides parking for the International House of Prayer. The Riverplace Parcel, when combined with the West Parking Lot Parcel, comprises the Brickell South Sale Parcel, as delineated in the attached Exhibit "A".
- 2.109. Sabadell. Sabadell United Bank, N.A., which previously held the first mortgage on the Riverplace Parcel and Prudential Parcel until the Sabadell Note and Mortgage were sold to Brickell South on June 19, 2015.
- 2.110. Sabadell Claim. The secured claim of Sabadell arising from the Sabadell Note and Sabadell Mortgage.
- 2.111. Sabadell Litigation. The foreclosure action commenced by Sabadell United Bank, N.A. against the Debtor's Riverplace Parcel on February 7, 2014 in the Circuit Court for the Fourth Judicial Circuit in and for Duval County, Florida, Case No. 2014-CA-964, which was stayed by the filing of the Chapter 11 Case. Pursuant to

the Brickell South Contract, at the Closing of the Brickell South Transaction, the Sabadell Litigation will be voluntarily dismissed.

- 2.112. Sabadell Mortgage. The first mortgage previously held by Sabadell on the Riverplace Parcel and Prudential Parcel in the approximate amount of \$3,877,734.40, which was sold to Brickell South on June 19, 2015.
- 2.113. Sabadell Note. The promissory note secured by the Sabadell Mortgage, which was sold to Brickell South on June 19, 2015.
- 2.114. Sabadell Note Sale. Sabadell's sale of the Sabadell Note on June 19, 2015 to Brickell South. The Sabadell Note was secured by the Sabadell Mortgage on the Debtor's Riverplace and Prudential Parcels. The Sabadell Note and Mortgage will be satisfied by Brickell South as part of the consideration given to Debtor in the Brickell South Transaction.
- 2.115. Schedules. The Schedules of Assets and Liabilities the Debtor filed in the Bankruptcy Case, as they may be amended from time to time in accordance with Bankruptcy Rule 1009.
- 2.116. Second Distribution. The second and final Distribution to creditors under the Plan in payment of Allowed Claims, which will be made upon the closing of the Alliance Purchase Transaction. Upon the completion of the Second Distribution, all Allowed Claims shall have been paid in full.
- 2.117. Second Distribution Date. The date on which the Second Distribution shall be made pursuant to the Plan.
- 2.118. Secured Claim. Any Claim against the Debtor to the extent secured by a Lien on any property of the Debtor on the Petition Date, including, *inter alia*, the Riverplace Parcel, the Prudential Parcel, the East Parking Lot Parcel and the West Parking Lot Parcel, to the extent of the value of said property as provided in § 506(a) of the Bankruptcy Code.
- 2.119. Secured Creditor. Any creditor that is the holder of a Secured Claim.
- 2.120. Stevan Pardo and Adrienne Pardo, TBE. Stevan J. Pardo and his wife, Adrienne Pardo, as tenants by the entirety, a Member of the Debtor and the owner of a forty-six and 65/100s percent (46.65%) Membership Interest in the Debtor.
- 2.121. Subordinated Claim. Any Unsecured Claim that is subordinated in priority to all other Allowed Unsecured Claims pursuant to the provisions of § 510 of the Bankruptcy Code or other applicable law.

- 2.122. Substantial Consummation. Substantial Consummation shall encompass the definition provided is § 1101(2) of the Bankruptcy Code and will be deemed to have occurred upon the Closing of the Brickell South Transaction.
- 2.123. TBE. Ownership of a property interest as tenants by the entirety. A TBE interest is a joint interest with rights of survivorship and other attributes between a husband and wife.
- 2.124. Tax Creditor. Any Creditor that holds a tax claim.
- 2.125. Time. Whenever the time for the occurrence or happening of an event as set forth in this Plan falls on a day which is a Saturday, Sunday, or legal holiday under the laws of the United States of America or the State of Florida, then the time for the next occurrence or happening of said event shall be extended to the next day following which is not a Saturday, Sunday, or legal holiday.
- 2.126. Ultimately Allowed Claim. Any Contested Claim that becomes an Allowed Claim.
- 2.127. Unimpaired Claim. Any class of Creditors whose Claims are not impaired under the Plan in accordance with § 1124 of the Bankruptcy Code.
- 2.128. Unsecured Claim. Any Claim other than a Secured Claim, a Priority Claim, a Priority Tax Claim, or an Administrative Expense Claim.
- 2.129. Unsecured Creditor. Any creditor that is the holder of an Unsecured Claim.
- 2.130. U.S. Century. U.S. Century Bank, which holds a first mortgage on the West Parking Lot Parcel and East Parking Lot Parcel.
- 2.131. U.S. Century Claim. The secured claim of U.S. Century arising from the U.S. Century Note and U.S. Century Mortgage.
- 2.132. U.S. Century Mortgage. The first mortgage held by U.S. Century on the West Parking Lot Parcel and East Parking Lot Parcel in the approximate amount of \$1,451,278.32.
- 2.133. U.S. Century Note. The promissory note secured by the U.S. Century Mortgage.
- 2.134. Vidaurreta. Augusto Vidaurreta, a Member of the Debtor and the owner of a twenty-four and 85/100s percent (24.85%) Membership Interest in the Debtor.
- 2.135. West Parking Lot Parcel. The Debtor's Property located at 0 Prudential Drive (Folio Number 1122678.0000), Jacksonville, Florida, 32207, and encumbered by the U.S. Century Mortgage. The West Parking Lot Parcel provides parking for business tenants located on the Debtor's Riverplace Parcel, as well as other area businesses. The West Parking Lot Parcel, when combined with the Riverplace

Parcel, comprises the Brickell South Sale Parcel, as delineated in the attached Exhibit “A.”

- 2.136. Wyndham Property. The Wyndham Hotel and Convention Center, located on a parcel of real property in the center of, and surrounded by, the RJD Properties.

ARTICLE III: SUMMARY OF CHAPTER 11

3.1. Property of the Estate. The commencement of a Chapter 11 bankruptcy case creates an estate comprising all the legal and equitable interests of the Debtor in property as of the date the petition is filed. Sections 1101, 1107, and 1108 of the Bankruptcy Code provide that a debtor may continue to operate its business and remain in possession of its property as a “Debtor-in-Possession” unless the bankruptcy court orders the appointment of a trustee or custodian. No trustee or custodian has been appointed in this case.

3.2. Automatic Stay. Pursuant to Section 362 of the Bankruptcy Code, the filing of a Chapter 11 petition operates as an automatic stay applicable to all entities of various actions, including actions to collect pre-petition claims from the Debtor or otherwise interfere with its Property or business, unless otherwise Ordered or permitted by the Bankruptcy Court.

3.3. Plan of Reorganization. The Plan sets forth the terms of the Debtor’s financial reorganization. The Bankruptcy Code provides that only a debtor may file a plan within a certain period after filing a bankruptcy petition (the “Exclusivity Period”). In this case, the Debtor has sought and received various extensions of the Exclusivity Period.

3.4. Disclosure Statement. An acceptance or rejection of a Plan may not be solicited after the commencement of a Chapter 11 case from the holder of a claim or equity interest unless, at the time of or before such solicitation, there is transmitted to such holder, the plan and a written disclosure statement approved by the Court as “containing adequate information,” after notice and a hearing on the contents therein. “Adequate information” means information of a kind, and in sufficient detail, as far as is reasonably practicable in light of the nature and history of the Debtor and the condition of the Debtor’s books and records, that would enable a hypothetical, reasonable investor typical of holders of claims or interests of the relevant Class, to make an informed judgment about the Plan. In the present matter, no acceptances of the Plan by any Class of Claims is required as all Allowed Claims of the Debtor are proposed to be paid in full pursuant to the terms of the Plan and there are no Impaired Creditors.

3.5. Voting.

3.5.1. Who May Vote or Object?

Any party in interest may object to the confirmation of the Plan if the party believes that the requirements for confirmation are not met. Many parties in interest, however, are not entitled to vote to accept or reject the Plan. A Creditor or Equity Interest Holder has a right to vote for or against the Plan only if that Creditor or Equity Interest

Holder has a Claim or Equity Interest that is both: (a) allowed (or allowed for voting purposes); and (b) impaired. In this case there are no impaired creditors.

3.5.2. What Is an Allowed Claim or an Allowed Equity Interest?

Only the Holder of an Allowed Claim or an Allowed Equity Interest has the right to vote on the Plan. Generally, a Claim or Equity Interest is allowed if either: (a) the Debtor has scheduled the Claim or Equity Interest on its Schedules, unless the Claim has been scheduled as disputed, contingent, or unliquidated; or (b) the Creditor has filed a Proof of Claim or Equity Interest, and no objection has been filed to such proof of Claim or Equity Interest. When a Claim or Equity Interest is not allowed, the Holder of the Claim or Equity Interest cannot vote unless, after notice and hearing, the Court either overrules the objection or allows the Claim or Equity Interest for voting purposes pursuant to Rule 3018(a) of the Bankruptcy Rules.

In this case, the deadline for filing a proof of claim for non-governmental entities expired on September 9, 2014. The deadline for governmental agencies to file a proof of claim was October 27, 2014.

In this case, there will be no voting by non-insider creditors because all Allowed Claims will be paid in full on the Effective Date of the Plan, or in the case of certain real estate taxes, thereafter pursuant to treatment specific by statute.

3.5.3. What Is an Impaired Claim or Impaired Equity Interest?

As noted above, the Holder of an Allowed Claim or Equity Interest has the right to vote only if it is in a Class that is “impaired” under the Plan. As provided in §1124 of the Bankruptcy Code, a Class is considered impaired if the Plan alters the legal, equitable, or contractual rights of the members of that Class. In this case, the Plan Proponent believes that there are no non-insider impaired classes under the Plan because the Debtor will satisfy the Sabadell and U.S. Century Mortgages, and all other non-insider Creditors will be paid their Allowed Claims in full on the Effective Date of the Plan.

3.5.4. Who is NOT Entitled to Vote?

The Holders of the following types of Claims and/or Equity Interests are not entitled to vote to accept or reject the Plan:

1. Holders of any Claim or Equity Interest that has been disallowed by an order of the Court;
2. Holders of any other Claim or Equity Interest that are not Allowed Claims or Allowed “Equity Interests” (as defined in the Plan), unless they have been “allowed” for voting purposes;

3. Holders of any Claim or Equity Interest in unimpaired Classes;

4. Holders of Administrative Expense Claims;

Accordingly, because all non-insider Creditors will have their Allowed Claims paid in full on the Effective Date under this Plan, no non-insider Creditors are entitled to vote on the Plan, and all classes are deemed as a matter of law to have accepted the Plan.

3.6. Confirmation Standards.

3.6.1. Generally. The Plan Proponent must meet all applicable requirements of Section 1129(a) of the Bankruptcy Code (except Section 1129(a)(8), if the Plan Proponent proposes to seek confirmation of the Plan under the Bankruptcy Code's "Cramdown Provisions" found in Section 1129(b)). These requirements include, among other things, that: (a) the Plan complies with applicable provisions of Title 11, United States Code and other applicable law; (b) the Plan is proposed in good faith; (c) at least one impaired Class of Claims accepts the Plan (without counting votes of insiders); (d) the Plan distributes to each Creditor and Equity Interest Holder at least as much as the creditor or equity holder would receive in a Chapter 7 liquidation case, unless the Creditor or Equity Interest Holder votes to accept the Plan; and (e) the Plan is feasible. These requirements are not the only requirements listed in Section 1129 of the Bankruptcy Code, and they are not the only requirements for Confirmation.

3.6.2. Liquidation Analysis. To confirm the Plan, the Court must find that all Creditors and Equity Interest Holders who do not accept the Plan will receive at least as much under the Plan as such Creditors and/or Equity Interest Holders would receive in a liquidation under Chapter 7 of the Bankruptcy Code.

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

ARTICLE IV: BACKGROUND INFORMATION

A description of the background information in this Case is set forth in Article III of the Plan and is incorporated herein for sake of convenience.

4.1 Background of Debtor, RJD Properties

RJD is a Florida limited liability company, which owns four parcels of real property (three tax parcels) located in the areas surrounding the Wyndham Hotel and Convention Center ("Wyndham") in and about the area known as the "Jacksonville Riverwalk" in downtown Jacksonville, along the south side of the St. John's River. RJD is comprised of the Riverplace Parcel, the Prudential Parcel, the East Parking Lot Parcel and the West Parking Lot Parcel. See Exhibits A and B attached hereto. These parcels are broken down for convenience sake. The

Riverplace and Prudential Parcels actually comprise a single tax folio. The East Parking and the West Parking Parcels are separate tax folios. The RJD Properties comprise approximately 10.85 acres, and constitute prime mixed use commercial and residential space in Jacksonville, Florida. Two of the parcels, the Riverplace Parcel and the Prudential Parcel, front the St. John's River on the north side of the Wyndham Property and abut the Jacksonville River Walk. The other two parcels, the East Parking Lot Parcel and the West Parking Lot Parcel, front Prudential Drive on the southeast and southwest sides of the Wyndham.

The East Parking Lot Parcel was purchased in 2004 and the West Parking Lot Parcel was purchased in 2001. These Parcels, on the southeast and southwest sides of the Wyndham respectively, have intermittently provided parking for the Wyndham Property, the Debtor's business tenants, and other local businesses. See Exhibits A and B. The Riverplace Parcel and the Prudential Parcel were transferred to the Debtor in December, 2006, by a related company. All of the RJD Properties and the Debtor's operations are managed by Stevan J. Pardo ("Pardo") as Manager. Pardo and his wife, Adrienne Pardo, own 46.65% of the Membership Interests in the Debtor TBE. The remaining Membership Interests in the Debtor are owned as follows: 24.85% by Vidaurreta; 8.5% by Engelhard; 2% by Gubnitsky; 5% by Gordon; 5% by the Pardo Family Trust; and 8% by Richardson. Pardo has managed all of the RJD Properties from his office in downtown Miami since inception. Pardo also is a Florida licensed attorney at law.

This Chapter 11 Case was precipitated by several factors which contributed to substantially reduced cash flow, including declining occupancy rates, the April 2013 closure of a business which had leased one of the Debtor's commercial offices on the Riverplace Parcel and which the Debtor had managed in return for management fees, and insufficient cash flow due to a substantially undervalued 1980 Chart House Lease. The Debtor asserts that the Chart House Lease is in default and was terminated as a result of the tenant's violation of a non-assignability clause in the lease documents. The Debtor's bankruptcy filing did not result from a lack of equity in the RJD Properties. However, as a result of reduced cash flow the Debtor was unable to maintain the Sabadell Mortgage and on February 7, 2014, Sabadell filed a foreclosure action against the Debtor in Duval County, Florida ("Sabadell Litigation").

During the economic recession over the last several years, the Debtor has been engaged in development discussions regarding this RJD Property, but none came to fruition. In the meantime, in the Sabadell foreclosure case, the Duval County Circuit Court entered an Order directing the Debtor to appear at a hearing on April 29, 2014 to show cause why a Judgment of Foreclosure should not be entered. This case was filed not only to avoid the potential forfeiture of the Riverplace Parcel, but to preserve and protect the substantial equity in the development of all of the parcels.

Some of the RJD Properties are occupied by commercial tenants, including the Chart House Restaurant and the International House of Prayer. This is not a single asset real estate case or a small business case as defined by the Code. All four of the Debtor's parcels are encumbered. In total, the principal amount of the mortgage obligations on the RJD Properties total approximately \$5.1 Million. The Debtor believes that there is substantial equity in the RJD Properties.

The Debtor's first parcel, the northwest parcel, otherwise known as the Riverplace Parcel, is waterfront property on the St. John's River and houses the Chart House Restaurant, six office buildings, and parking areas utilized by the Chart House Restaurant, the office buildings and surrounding businesses. The Riverplace Parcel was subject to a First Mortgage in favor of Sabadell and the amount of the mortgage was disputed. The Debtor contested Sabadell's pre-petition acceleration of the loan and imposition of 23.75 % default interest commencing in December 2013. Based on its December 2013 acceleration of the Sabadell Note and the imposition of default interest, Sabadell asserted that the amount of the outstanding debt on the Sabadell Mortgage was approximately \$3,877,734.40 including attorney fees, late charges and costs. The Debtor believed that the actual principal and interest owed on the Sabadell Mortgage was approximately \$3.6 Million. The Debtor estimates the current fair market value of the Riverplace Parcel to be substantially in excess of the Sabadell Mortgage.

As noted earlier, Brickell South has purchased the Sabadell Note and Mortgage and has entered into a Purchase, Sale and Settlement Agreement with RJD subject to Court approval (the Brickell South Transaction). The Brickell South Transaction contemplates the settlement of the Sabadell Mortgage and the purchase of the Brickell South Sale Parcel, which includes the Riverplace Parcel, along with the West Parking Lot Parcel described below. The closing of the Brickell South Transaction is critical to this Plan, and will result in the Debtor having no further liability under the Sabadell Mortgage, the U.S. Century Mortgage, and in addition, the Debtor receiving sale proceeds of approximately \$1,750,000.00, an amount sufficient to pay all the Allowed Claims in the case but for the Insider Unsecured Creditors and the tax liens on the non-Brickell South Sale Parcel. The Brickell South Transaction is fully addressed in Article V.

The Debtor's second parcel, located at the Northeast portion of the RJD Properties and to the east of the Riverplace Parcel, otherwise known as the Prudential Parcel, also is prime waterfront property on the St. John's River. The Prudential Parcel, which previously was thought to be unencumbered, also is encumbered by the Sabadell Mortgage. The Prudential Parcel formerly housed a Crowdaddy's Restaurant, but the restaurant is now closed and that building has been demolished. Presently, this parcel provides parking for the Duval County School Board, the businesses which lease offices from the Debtor on the Riverplace Parcel, and the general public.

The Debtor's third and fourth parcels, otherwise known as the East Parking Lot Parcel and the West Parking Lot Parcel, are located on the southeast and southwest sides of the Wyndham respectively. These parcels are not contiguous but according to the Duval County Property Appraiser's records, they share the same address of 0 Prudential Drive. A portion of the East Parking Lot Parcel has been used at times by the Wyndham for guest parking, and was subject to a parking easement by the Wyndham. In addition, the East Parking Lot Parcel has been used to provide parking for surrounding businesses and the general public. The West Parking Lot Parcel is used primarily for public and business parking. Both the East Parking Lot Parcel and West Parking Lot Parcel are subject to a single U.S. Century Mortgage in the amount of about \$1.5 Million. The East Parking Lot Parcel is currently valued at approximately \$5 Million, and the West Parking Lot Parcel is valued at approximately \$1.5 Million. The Debtor's payments to U.S. Century were approximately 30 days past due as of the Petition Date but U.S. Century has not declared a default. The Debtor has not made payments to U.S. Century during the course of this case because U.S. Century is substantially over-secured and has a substantial equity

cushion. U.S. Century has agreed to accept \$1,466,278.32 in full and final satisfaction of its Secured Claim so long as it is paid prior to August 31, 2015.

4.2 The Alliance Sale

The Debtor is under contract with Alliance for sale of the Alliance Sale Parcel, which includes the Prudential Parcel and the Eastern portion of the East Parking Lot Parcel described below. The Alliance Contract was approved by the Court and is memorialized in its June 28, 2015 Order Approving Contract for Sale and Authorizing Sale of Portion of Debtor's Real Property [ECF 182]. However due to the approvals contingency in the contract, the sale will not close until all governmental approvals including site plan approval, are obtained in connection with the development of the Alliance Sale Property into a 255 residential unit complex. It is anticipated that the Alliance Contract will close in or about eight months after Confirmation.

It is anticipated that the Brickell South Transaction, if approved by the Court at Confirmation Hearing or before, will close approximately eight months before the Alliance Transaction. Upon the closing of the Brickell South Transaction, the Sabadell Mortgage will be deemed fully satisfied. Accordingly, there should no longer be a Sabadell Mortgage lien on the Prudential Property at the time of the Alliance Closing.

4.3 Use of Cash Collateral During the Case

Pursuant to the Bankruptcy Court's Order Approving Use of Cash Collateral and Approving Adequate Protection Arrangement [ECF 33], as extended by the Court's second and third Orders Approving Continued Use of Cash Collateral and Approving Adequate Protection Arrangement [ECF 93, ECF 126], since May 28, 2014, the Debtor has made monthly payments of \$5,000.00 to Sabadell for 2014 real estate taxes on the Riverplace Parcel, made additional monthly payments of \$5,000.00 as adequate protection to Sabadell, and consented to the assignment of Chart House Restaurant rent of \$5,095.45 per month to be paid directly to Sabadell. In connection with the Brickell South purchase of the Sabadell Note and Mortgage, Sabadell transferred to Brickell South approximately \$141,000.00 in accumulated tax escrow for outstanding Riverplace real estate taxes. As part of the Brickell South Transaction, these funds will be combined with the Debtor's sale proceeds to pay real estate taxes under the Plan.

During the course of this case, the Debtor has also maintained the RJD Properties and has maintained all necessary insurance on its properties.

4.4 The Chart House Litigation and Unpaid Real Estate Taxes

As described in detail in the Chart House Litigation, the Debtor asserts that CHLN, Inc., which is directly or indirectly owned by Landry's, is a holdover tenant of the commercial space known as the Chart House restaurant located on Debtor's Riverplace Parcel. The Ground Lease dates back to 1980, with an initial term of 25 years or until December 31, 2006. The Chart House Lease provided for five 5-year extensions. The Ground Lease, by its terms, was not subject to assignment or subletting "without Lessor's prior written consent which Lessor may withhold in its sole and absolute discretion." There were specific and limited exceptions to that prohibition, the

relevant exception being that the original tenant would be allowed to transfer the lease to a wholly owned subsidiary or an affiliate as part of a corporate reorganization or sale of all of its assets. However, any attempt to transfer the Ground Lease to a third party was expressly prohibited, regardless of the financial stability of that party. The Debtor asserts that this assignment prohibition, enforceable under Florida law, was breached when Landry's, a public company, attempted to acquire this Chart House restaurant, together with other Chart House restaurants, as part of a publicly disclosed transaction. The Debtor objected to the proposed acquisition of this lease from the outset, but the Debtor's repeated written objections were ignored. The Debtor contends that Landry's and the tenant conspired to circumvent the prohibition against assignment by setting up a nominal subsidiary or affiliate company (CHLN), transferring the lease and other assets to that company, and then contemporaneously transferring the newly formed company's stock to Landry's or a wholly owned subsidiary of Landry's. The Debtor believes that the creation of CHLN and the transfer of the company's stock to Landry's or a subsidiary of Landry's, was nothing more than an artifice to avoid the nonassignability provisions of the Ground Lease. The Debtor believes that the entire transaction was a transparent attempt to proceed with a prohibited transfer of the Debtor's lease interest, and to proceed to do indirectly what it was prohibited from doing directly.

Because the lessor has never consented to the assignment of the Ground Lease to CHLN, RJD believes that CHLN had no authority to extend the Ground Lease in 2006. The Debtor contends that CHLN remains a holdover tenant under Florida law.

Notwithstanding Debtor's position regarding the Ground Lease, CHLN continues to occupy the Chart House lease premises and continues to pay rent at the Ground Lease rate. The Debtor would estimate that the Ground Lease rent is approximately 50% under value in today's market.

After the Landry's/CHLN transaction closed over Debtor's objection, the Debtor put Landry's and CHLN on notice that the attempted transfer and assignment of the Ground Lease was null and void and constituted a material breach of the Ground Lease, and therefore it was occupying Debtor's premises as a holdover month to month tenant. In January, 2006, the Debtor rejected Landry's/CHLN's attempt to extend the Ground Lease beyond the initial term at which time the Debtor reminded Landry's/CHLN that the Ground Lease had already terminated when it was unlawfully assigned to Landry's and, in any event, the Ground Lease had expired by its terms.

In January 2007, RJD terminated CHLN's month-to-month tenancy, and demanded that CHLN vacate the premises or be considered a holdover tenant under Florida law, subject to both double the monthly rent and prejudgment interest. CHLN did not vacate the premises, and the Debtor filed the Chart House State Court Litigation to establish its rights to evict Landry's/CHLN and collect holdover rent. Debtor also obtained a court order in 2007 in that case requiring Landry's to pay real estate taxes. The formula used to calculate those taxes was the same formula used since prior to Landry's occupancy of Debtor's property.

Each year, the Debtor provided Landry's with a real estate tax statement detailing the mathematical calculations of the amounts owed and providing the backup documentation from the

Duval County Tax Assessor. The same formula was used in 2007 when Landry's paid its pro rata share of its real estate taxes by Court order. The same process took place from 2007 through 2012, without objection from Landry's. However, Landry's/CHLN now asserts that the real estate taxes for 2011 and 2012 were not properly calculated or were excessive, and in 2014, after receiving the calculation of its 2013 real estate tax bill, and without consent of the Duval County Circuit Court, RJD asserts that Landry's paid only a portion of its pro rata share of 2013 real estate taxes. As a result, the 2013 real estate taxes have not been paid to Duval County and still remain delinquent. Landry's takes the same position with respect to the 2014 real estate taxes, and has paid no real estate taxes whatsoever for 2014. As a result, 2013 and 2014 real estate taxes have not been paid to Duval County and are delinquent. Pursuant to Agreed Order, CHLN has deposited in their attorney's trust account approximately \$155,000.00 to secure payment of its share, as finally determined in the Bankruptcy Court, of 2013 and 2014 real estate taxes.

CHLN, the purported leaseholder of the Chart House restaurant, filed a proof of claim in the Bankruptcy Case based upon CHLN's assertion that it overpaid the 2011 and 2012 real estate taxes. The Debtor has filed an Objection to the CHLN Claim which was incorporated in the Chart House Adversary Litigation filed in the Bankruptcy Court to determine the termination of the CHLN lease.

Tax certificates have been recorded against the RJD Properties because of the disputes with CHLN and general cash flow issues. The following tax certificates remain outstanding. The Certificate holders are stayed from proceeding on the certificates due to the bankruptcy automatic stay.

Parcel	Tax Year	Amounts
Prudential & Riverplace	2014	\$119,172.89
Prudential & Riverplace	2013	\$119,273.37
East Parking Lot Parcel	2013	\$37,146.90
East Parking Lot Parcel	2012	\$35,055.44
West Parking Lot Parcel	2013	\$18,383.54
West Parking Lot Parcel	2012	\$17,571.08

ARTICLE V: THE BRICKELL SOUTH TRANSACTION

A summary of the Brickell South Transaction is set forth in Article IV of the Plan itself and is incorporated herein for sake of convenience.

5.1 The Brickell South Contract and Sale of the Brickell South Sale Parcel

On June 18, 2015, the Debtor and Brickell South entered into a Purchase, Sale and Settlement Agreement (the "Brickell South Contract") for the Debtor's sale of the Brickell South Sale Parcel to Brickell South. Brickell South is a family-owned Florida limited liability company which is managed by Ramon Llorens. Brickell South has significant experience owning, developing and managing real estate in the State of Florida.

The Debtor proposes to sell the Brickell South Sale Parcel, which is comprised of the Riverwalk Parcel and the West Parking Lot Parcel, to Brickell South, with the closing of the Brickell South Transaction to occur on or before August 31, 2015. The Brickell South Transaction contemplates the sale of the Brickell South Sale Parcel to Brickell South, free and clear of all liens and other interests pursuant to 11 U.S.C. §§ 363(b), (f), and (m), 1123(a)(5) and Rules 6004(c) and (h) of the Federal Rules of Bankruptcy Procedure. The consideration which Brickell South will pay to the Debtor for the Brickell South Sale Parcel will be: (i) One Million Seven Hundred Fifty-Thousand and No/100 Dollars (\$1,750,000.00) (the "Brickell South Purchase Price Cash Amount"), subject to credit for the buyer's deposit (as defined in the Brickell South Contract) and subject to prorations and adjustments as provided for in the Brickell South Contract (none of which will adversely affect the ability of the Debtor to make Distributions under the Plan on the Effective Date), plus (ii) the satisfaction of the Sabadell Note and the Sabadell Mortgage in the original principal amount of \$3,610,000.00, (the "Brickell South Purchase Price Loan Satisfaction").

As an integral and critical component of this Plan, and in lieu of filing a separate motion, the Debtor seeks the Bankruptcy Court's approval of the Brickell South Contract and the Brickell South Transaction, the closing of which will provide for the Distributions required by the Plan. The Effective Date of this Plan is defined as the Brickell South Closing Date. This Plan contemplates the Court's approval of the Brickell South Contract and the Brickell South Transaction at or before the Confirmation Hearing. The Brickell South Contract is confidential, but a summary of its relevant sections as they pertain to the Plan, as well as the Legal Description of the Brickell South Sale Parcel, is attached as Exhibit "C."

The Debtor believes that its determination to proceed with the Brickell South Contract is within its sound business discretion and that the Brickell South Contract is fair and commercially reasonable. Brickell South is a qualified neutral third party purchaser, and the Brickell South Contract is the result of arms' length, good faith negotiations between unrelated parties represented by experienced, independent counsel over a period of months.

In connection with the Bankruptcy Court's confirmation of the Plan, the Debtor will request that the Court consider that:

1. The Debtor has marketed this property for years prior to entering into the Brickell South Contract;
2. The Brickell South Contract was negotiated at arm's length by the parties and by sophisticated counsel on behalf of each of the parties;
3. The Brickell South Contract is fair and reasonable and provides for fair and reasonable consideration;
4. The Brickell South Contract represents a fair market value price for the Brickell South Sale Parcel;
5. There is no relation by consanguinity or otherwise by and between the Debtor and its principals and Brickell South and its principals;
6. The Brickell South Contract is without warranty other than title, and is an "as is – where is" contract.
7. The Brickell South Contract is within the sound business discretion of the Debtor.

8. The Brickell South Contract will provide the basis to fund all of the Debtor's Secured and Unsecured Non-insider Allowed Claims in full upon the Brickell South Closing.

The Debtor seeks the approval of the Court to authorize the Brickell South Contract and Transaction subject to 11 U.S.C. § 363(a) and 1123(a)(5) as a sale out of the ordinary course of the Debtor's business. In addition, the Debtor seeks an Order under 11 U.S.C. § 363(f) authorizing the sale free and clear of liens, claims and encumbrances, with all liens, claims and encumbrances to attach to sale proceeds. As set forth in this Plan, the proceeds will be used to pay Allowed Claims of Creditors.

Brickell South, as purchaser of the Sabadell Note and Sabadell Mortgage, and U.S. Century, are lienholders on the Brickell South Parcel. As required by 11 U.S.C. § 363(f) both Brickell South and U.S. Century have consented to the sale free and clear of liens, claims and encumbrances, with all liens, claims and encumbrances to attach to sale proceeds. In the case of Brickell South, in addition to satisfying the Sabadell Note and Mortgage, Brickell South will pay the Debtor about \$1,750,000.00 to consummate the sale. In the case of U.S. Century, U.S. Century will be receiving \$1,466,278.32 from proceeds under the Plan. Both Brickell South and U.S. Century have conditioned their consent to this sale subject to a closing occurring on or before August 31, 2015.

In connection with the Brickell South Contract and the Brickell South Transaction, the Debtor will ask to Court to make the following factual findings and determinations, specifically that:

1. The Debtor has marketed this property for years prior to entering into the Brickell South Contract;
2. The Brickell South Contract was negotiated at arm's length by the parties and by sophisticated counsel on behalf of each of the parties;
3. The Brickell South Contract is fair and reasonable and provides for fair and reasonable consideration;
4. The Brickell South Contract represents a fair market value price for the Brickell South Sale Parcel;
5. There is no relation by consanguinity or otherwise by and between the Debtor and its principals and Brickell South and its principals;
6. The Brickell South Contract is without warranty other than title, and is an "as is – where is" contract.
7. The Brickell South Contract is within the sound business discretion of the Debtor.

In addition, at Confirmation hearing, the Debtor will ask the Court to find and conclude that:

1. The Brickell South Contract and Brickell South Transaction are approved pursuant to 11 U.S.C. §§ 363 and 1123;
2. Stevan Pardo will be authorized to sign and execute all documents on behalf of the Debtor and the Reorganized Debtor in connection with the Brickell South Closing;

3. The Brickell South Parcel may be sold and transferred to Brickell South under 11 U.S.C. § 363(f) free and clear of liens, claims and encumbrances, with all liens, claims and encumbrances to attach to sale proceeds, and that proceeds of sale shall be devoted to pay Allowed Claims and Creditors pursuant to the terms of this Plan;
4. The Brickell South Transaction may proceed on an “as is – where is” basis with only the limited representations and warranties as to title and title related matters as set forth in the Brickell Sale Contract;
5. Brickell South is a good faith purchaser as contemplated by 11 U.S.C. § 363(m);
6. Pursuant to Rule 6004(h), Fed.R.Bank.P., the Brickell South Transaction may proceed prior to August 31, 2015 and immediately upon entry of Court Order Confirming the Plan and/or approving the Brickell South Transaction, and shall *not* be stayed for 14 days.

ARTICLE VI: SUMMARY OF THE PLAN

A Summary of Plan in this Case is set forth in Article V of the Plan itself and is incorporated herein for sake of convenience.

This Plan contemplates that the Debtor will pay all Allowed Claims in full, either upon the Brickell South Closing Date (the Effective Date of the Plan), or at the Alliance Closing Date as set forth below. Funding will be derived from the Sale Proceeds of the Brickell South Transaction and the Alliance Transaction, and the ongoing income generated by the RJD Properties pending closing of both transactions. On the Effective Date, taxes and tax certificates will be paid in full on three of the four properties (Riverplace, Prudential and West Parking), the Sabadell Claim and the U.S. Century Claim will be paid in full in the amounts as agreed, the Non-Insider Allowed Unsecured Creditors will be paid in full, the Allowed Priority Claim of the Internal Revenue Service will be paid in full, and the Allowed Priority Claim of the Florida Department of Revenue will be paid in full. Thereafter, upon closing of the Alliance Transaction about eight months later, Administrative professional fees and costs, as approved by the Court, tax claims on the East Parking Lot Parcel (which Parcel is included in the Alliance Transaction but not the Brickell South Transaction), and Allowed Insider Unsecured Claims, will be paid in full. As well, at that time, there will be a distribution to Equity.

The Plan provides for full payment of all Administrative Expense Claims with the United States Trustee paid on the Effective Date, and remaining Allowed Administrative Expenses, including fees and costs awarded to Debtor’s counsel, to be paid in full on closing of the Alliance Transaction.

The Plan does not affect Equity as all Allowed Creditors will be paid in full on the Effective Date except for the Allowed Insider Unsecured Claims, and all the tax creditors will be paid in full on the Effective date except the tax creditors on the East Parking Lot Parcel which will be paid upon the Alliance Closing Date, consistent with 11 U.S.C. § 1129(a)(9)(C).

The Plan is deemed Effective, and will be deemed consummated upon the closing of the Brickell South Transaction. That the Plan is deemed Effective and consummated will not affect

the Reorganized Debtor's obligation to proceed with the Alliance Transaction and to make final distributions under the Plan which will derive from the Alliance Transaction.

Both the Brickell South Transaction and the Alliance Transaction provide that each sale is to proceed free and clear of all liens, claims and encumbrances, with all liens, claims and encumbrances to attach to proceeds of sale. The proceeds of each sale will be distributed as set forth in the Plan.

After consummation of the Brickell South Transaction and the Alliance Transaction, the Debtor will still own a small western section of the East Parking Lot Parcel. All Allowed Creditors will have been paid in full.

This Plan does not address the distribution of excess funds to equity from the Alliance Transaction.

In addition, this Plan provides for the disposition of the Chart House Lease pursuant to the Chart House Adversary Litigation. In addition to terminating the holdover tenancy, the Debtor believes that it has a claim against CHLN based upon its failure to pay the appropriate pro rata share of real estate taxes and its failure to pay double rent as a holdover tenant since January 2007, pursuant to Fla. Stat. 83.06. To the extent that there is a recovery from the Chart House Adversary Litigation prior to the Alliance Closing Date, such recovery will be applied to the Distributions required by this Plan to be made upon the Alliance Closing Date.

In the event that the Court does not determine that the CHLN Lease was terminated by the unauthorized assignment of the Ground Lease to CHLN, Inc., the Plan provides for the rejection of the Chart House Lease under 11 U.S.C. § 365. Even in that instance, the Debtor believes that CHLN/Landry's would owe the Debtor real estate taxes, and CHLN/Landry's should not have an Allowed Claim against the Debtor for its alleged overpayment of real estate taxes.

ARTICLE VII: SPECIFIC TREATMENT OF CREDITORS UNDER THE PLAN

From the Brickell South Transaction and the Alliance Transaction, the Debtor will generate sufficient funds to pay all Allowed Claims in full, most on the Effective Date. The Creditors are broken down in the following categories and Classes. Certain Post-Petition Creditors are, by definition (as set forth in the Code) not a "Class." For example, the fees and cost reimbursement awarded to Debtor's counsel is considered an administrative claim and not a Class entitled to vote. A Claim or Interest is classified in a particular Class only to the extent the Claim or Interest qualifies within the description of that Class. In this case, categories of Claims and Interests are divided as follows:

7.1. Administrative Claimants.

- 7.1.1. Ongoing Operating Costs of Business. All ordinary course operating costs and expenses of RJD which are outstanding on the Effective Date, including any actual and necessary costs and expenses of operating the Debtor's business, any business-related indebtedness or obligation incurred

or assumed by the Debtor during this Chapter 11 Case and all post-petition taxes other than are being paid pursuant to the Alliance Transaction and the Brickell South Transaction, shall be paid in the ordinary course.

7.1.2. Professional Fees –ASPA. The Debtor’s legal counsel, Aaronson Schantz Beiley P.A. (“ASPA”), was retained and approved by the Court *nunc pro tunc* as of the Petition Date. At this time, the Debtor does not know the amount of attorneys’ fees and costs that ultimately will be sought by ASPA. Total fees and costs for this case may be approximately \$300,000.00 although this is purely an estimate. The total fee in this case may vary depending upon the issues that may be presented and the legal work involved in resolving these issues. There is pending Chart House Adversary Litigation which may involve substantial additional time. The Debtor already has paid ASPA an initial retainer of \$25,000.00 for this Chapter 11 Case. Prior to the Confirmation Hearing, ASPA will file an Application for Fees and Reimbursement of Expenses for the Debtor’s Chapter 11 Case which will detail the professional services rendered and costs incurred, for review by the Court at Confirmation Hearing. The Court will rule upon the Fee Application and award fees based upon the reasonableness of the Application and prevailing case law. Additionally, it is anticipated that the pending Chart House Adversary Litigation will continue after the Confirmation Hearing, and therefore it may be necessary for ASPA to file one or more Post-Confirmation Applications for Fees and Reimbursement of Expenses for professional services rendered and costs incurred in connection with the Chart House Adversary Litigation.

7.1.3. United States Trustee. The Debtor may owe fees to the Office of the United States Trustee. Fees owed to the Office of the United States Trustee are determined by statute (28 U.S.C. §1930) and are based upon disbursements made by the Debtor.

7.2. Treatment of Administrative Claims

7.2.1. Professional Fees. Except to the extent that the Holder of Claims for Professional Fees agrees to a different treatment, any Claims for Professional Fees are entitled to be paid on the Effective Date of the Plan, cash equal to the approved amount of such claims. In this case, ASPA has agreed to accept payment on the earlier of (a) any recovery from the Chart House Litigation; or (b) the Alliance Transaction Closing.

7.2.2. United States Trustee. The Debtor shall pay the U.S. Trustee in full on the Effective Date all sums required pursuant to 28 U.S.C. §1930(a)(6). The Debtor will be requesting that the Court close this case immediately after the Effective Date, which will curtail further U.S. Trustee fees.

7.3. Impaired and Unimpaired Classes.

The only Impaired Classes are the Insider Unsecured Creditors. All other Classes will be paid in full on the Effective Date, or in the case of the Duval County Taxing Authority and tax certificate holders with liens on the East Parking Lot Parcel, upon the closing of the Alliance Transaction, which complies with the statutory requirements of the Code. The following demonstrates the Impaired and unimpaired classes.

Classification		Impaired
Classes 1a to 1h	Allowed Secured Claims of Duval County Tax Collector and Tax Deed Certificate Holders	No
Class 2	Allowed Secured Claim of JEA	No
Class 3	Allowed Secured Claim of Sabadell Assigned to Brickell South	No
Class 4	Allowed Secured Claim of U.S. Century	No
Class 5	Allowed Priority Claim of Florida Department of Revenue	No
Class 6	Allowed Priority Claim of Internal Revenue Service	No
Class 7	Allowed Non-Insider General Unsecured Claims	No
Class 8	Allowed Insider Unsecured Claims of RJD Members	Yes
Class 9	Equity Holders	No

7.4. Treatment of All Classes.

The following sets forth the specific treatment of, and consideration to be received by, holders of Allowed Claims or Allowed Interests. The treatment with respect to each Class of Claims and Interests shall be in full and complete satisfaction, release and discharge of such Claims and Interests, except as otherwise provided in the Plan or the Confirmation Order. The treatment of, and consideration to be received by, Holders of Allowed Claims or Allowed Interests pursuant to the Plan, are repeated herein as follows:

Class 1a	Allowed Secured Claim of 2489740 HMF FL E LLC for Unpaid 2014 Real Estate Taxes on the Prudential Parcel and the Riverplace Parcel	\$119,172.89	<p>Class 1a, 2489740 HMF FL E LLC, has an Allowed Secured Claim against the Debtor totaling \$119,172.89 for unpaid 2014 real estate taxes on the Prudential Parcel and the Riverplace Parcel pursuant to Tax Deed Certificate Number 2015 - 12157.000.</p> <p>Class 1a will be paid in full, with accrued interest, on the Effective Date.</p> <p>Class 1a is unimpaired.</p> <p>The Debtor does not contest the validity or extent of Class 1a's claim, but believes that CHLN, Inc. is liable for a portion of the unpaid 2014 real estate taxes on the Riverplace Parcel. Notwithstanding, the Debtor shall pay the Allowed Claim of Class 1a in full on the Effective Date, and shall continue to seek reimbursement from CHLN in the Chart House Adversary Litigation.</p>
Class 1b	Allowed Secured Claim of 2633217 WGS TAX INVESTMENT FUNDINGLLC1 for Unpaid 2013 Real Estate Taxes on the Prudential Parcel and the Riverplace Parcel	\$119,273.37	<p>Class 1b, 2633217 WGS TAX INVESTMENT FUNDINGLLC1, has an Allowed Secured Claim against the Debtor totaling \$119,273.37 for unpaid 2013 real estate taxes on the Prudential Parcel and the Riverplace Parcel pursuant to Tax Deed Certificate Number 2014 - 11895.000.</p> <p>Class 1b will be paid in full, with accrued interest, on the Effective Date.</p> <p>Class 1b is unimpaired.</p> <p>The Debtor does not contest the validity or extent of Class 1b's claim, but believes that CHLN, Inc. is liable for a portion of the unpaid 2013 real estate taxes on the Riverplace Parcel. Notwithstanding, the Debtor shall pay the Allowed Claim of Class 1b in full on</p>

			the Effective Date, and shall continue to seek reimbursement from CHLN in the Chart House Adversary Litigation.
Class 1c	Allowed Secured Claim of Duval County Tax Collector for Unpaid 2014 Real Estate Taxes on East Parking Lot Parcel	\$34,482.50	<p>Class 1c, the Duval County Tax Collector, has an Allowed Secured Claim against the Debtor totaling \$34,482.50 for unpaid 2014 real estate taxes on the East Parking Lot Parcel.</p> <p>Class 1c will be paid in full, with accrued interest, on the Alliance Closing Date.</p> <p>Class 1c is unimpaired because this treatment is consistent with 11 U.S.C. § 1129(a)(9)(c).</p>
Class 1d	Allowed Secured Claim of 2489734 U.S. BANK AS CUST FOR MAGNOLIA for Unpaid 2013 Real Estate Taxes on East Parking Lot Parcel	\$37,146.90	<p>Class 1d, 2489734 U.S. BANK AS CUST FOR MAGNOLIA, has an Allowed Secured Claim against the Debtor totaling \$37,146.90 for unpaid 2013 real estate taxes on the East Parking Lot Parcel pursuant to Tax Deed Certificate Number 2014 - 11894.000.</p> <p>Class 1d will be paid in full, with accrued interest, on the Alliance Closing Date.</p> <p>Class 1d is unimpaired because this treatment is consistent with 11 U.S.C. § 1129(a)(9)(c).</p>
Class 1e	Allowed Secured Claim of 0660385 CAP ONE AS COLL ASSN RMCTL2013 for Unpaid 2012 Real Estate Taxes on East Parking Lot Parcel	\$35,055.44	<p>Class 1e, 0660385 CAP ONE AS COLL ASSN RMCTL2013, has an Allowed Secured Claim against the Debtor totaling \$35,055.44 for unpaid 2012 real estate taxes on the East Parking Lot Parcel pursuant to Tax Deed Certificate Number 2013 - 12879.000.</p>

			<p>Class 1e will be paid in full, with accrued interest, on the Alliance Closing Date.</p> <p>Class 1e is unimpaired because this treatment is consistent with 11 U.S.C. § 1129(a)(9)(c).</p>
Class 1f	Allowed Secured Claim of Duval County Tax Collector for Unpaid 2014 Real Estate Taxes on West Parking Lot Parcel	\$17,136.24	<p>Class 1f, the Duval County Tax Collector, has an Allowed Secured Claim against the Debtor totaling \$17,136.24 for unpaid 2014 real estate taxes on the West Parking Lot Parcel.</p> <p>Class 1f will be paid in full, with accrued interest, on the Effective Date.</p> <p>Class 1f is unimpaired.</p>
Class 1g	Allowed Secured Claim of 2489734 U.S. BANK AS CUST FOR MAGNOLIA for Unpaid 2013 Real Estate Taxes on West Parking Lot Parcel	\$18,383.54	<p>Class 1g, 2489734 U.S. BANK AS CUST FOR MAGNOLIA, has an Allowed Secured Claim against the Debtor totaling \$18,383.54 for unpaid 2013 real estate taxes on the West Parking Lot Parcel pursuant to Tax Deed Certificate Number 2014 - 11896.000.</p> <p>Class 1g will be paid in full, with accrued interest, on the Effective Date.</p> <p>Class 1g is unimpaired.</p>
Class 1h	Allowed Secured Claim of 0010110 TLGFY, LLC for unpaid 2012 real estate taxes on the West Parking Lot Parcel	\$17,571.08	<p>Class 1h, 0010110 TLGFY, LLC has an Allowed Secured Claim against the Debtor totaling \$17,571.08 for unpaid 2012 real estate taxes on the West Parking Lot Parcel pursuant to Tax Deed Certificate Number 2013 - 12880.000.</p> <p>Class 1h will be paid in full, with accrued interest, on the Effective Date.</p> <p>Class 1h is unimpaired.</p>

Class 2	Allowed Secured Claim of JEA	\$4,486.38	<p>Class 2, JEA, has a Secured Claim of \$4,486.38, which is secured by a \$10,000.00 utilities deposit. JEA has set off this claim against the deposit, and therefore this claim already has been satisfied in full. Class 2 will receive nothing under the Plan.</p> <p>Class 2 is unimpaired.</p>
Class 3	Allowed Secured Claim of Sabadell Assigned to Brickell South	Disputed	<p>Class 3, Sabadell, filed a Proof of Claim for \$3,877,734.40. The Debtor disputes the amount of the Claim, but the Allowed Secured Claim will be satisfied as follows: The Class 3 Claim has been assigned in full and without recourse to Brickell South. As part of the Brickell South Transaction, the Debtor will be credited the Class 3 Claim and will receive from Class 3 a general release in full, complete and final satisfaction of the Claim 3 Claim. The Class 3 Claim will be satisfied on the Effective Date.</p> <p>The Class 3 Claim is unimpaired.</p>
Class 4	Allowed Secured Claim of U.S. Century	Disputed	<p>Class 4, U.S. Century, filed a Proof of Claim in the amount of \$1,560,517.36, which claim is secured by the East Parking Lot Parcel and West Parking Lot Parcel. The Debtor disputes the amount of the Claim based purely upon the application of the payments to the debt. In any event, the Class 4 Claim will be fully, completely and finally satisfied and settled as follows: Class 4 shall be paid \$1,466,278.32 on the Effective Date. At the closing of the Brickell South Transaction (the Effective Date), Class 4 will execute a Satisfaction of Mortgage and any other documents reasonably required by the settlement agent.</p>

			By virtue of the aforesaid settlement and satisfaction, the Class 4 Claim is unimpaired.
Class 5	Allowed Priority Claim of the Florida Department of Revenue	\$850.00	Class 5, the Allowed Priority Claim of the Florida Department of Revenue, will be paid in full on the Effective Date. Class 5 is unimpaired.
Class 6	Allowed Priority Claim of Internal Revenue Service	\$100.00	Class 6, the Allowed Priority Claim of the Internal Revenue Service, will be paid in full on the Effective Date. Class 6 is unimpaired.
Class 7	Allowed Non-Insider General Unsecured Claims	\$111,508.44	Class 7, Allowed Non-Insider General Unsecured Claims, will be paid in full on the Effective Date. Of this amount, \$101,947.00 is the Claim of CHLN and is subject to pending Objection. Class 7 is unimpaired.
Class 8	Allowed Insider Unsecured Claims of RJD Members	\$334,395.82	Class 8, the Allowed Insider Unsecured Claims of RJD Members, will be paid in full on the earlier of (a) any recovery from the Chart House Litigation; or (b) the Alliance Closing Date, but only after full and complete payment to Classes 1 through 7. Class 8 will be paid only after all Court awarded fees and expenses are paid to ASPA. Class 8 is impaired.
Class 9	Equity Holders	Equity	Class 9, equity, remains unaffected by this Plan. Class 9 is unimpaired.

7.5. Other Important Provisions in the Plan

- 7.5.1. Payment in Full. As discussed previously, the Plan contemplates the payment in full of all Allowed Secured and Non-Insider Unsecured Claims on the Effective Date. Thus, all Classes of Claims except for the Insider Unsecured Creditors are unimpaired and deemed to have accepted the Plan as a matter of law.
- 7.5.2. Funding. The Distributions under the Plan will be funded by the Sale Proceeds resulting from the Brickell South Transaction and the Alliance Transaction.
- 7.5.3. Executory Contracts and Unexpired Leases. The Bankruptcy Code gives the Debtor the power, subject to the approval of the Bankruptcy Court, to assume, reject, or assume and assign executory contracts and unexpired leases. Rejection, assumption, and assignment may be effected pursuant to a plan of reorganization. On the Effective Date, except for the Chart House Lease, all executory contracts and leases with the Debtor will be deemed assumed, unless specifically rejected by separate motion filed prior to the Confirmation Hearing.

The Debtor's Chart House Lease with CHLN, Inc. and/or Landry's shall be terminated or rejected consistent with the outcome of the Chart House Adversary Litigation. If rejected, the rejection will be based upon § 365 and § 1123(b)(2) of the Code. The Debtor's incentive to reject this lease is based upon the following: (a) the lease is substantially below market rate; (b) the Pre-Petition default by CHE Inc. in failing to obtain the required consent of the Debtor to its assignment of the lease to CHLN; (c) the failure of the tenant under the Lease to properly and timely exercise the option to extend the lease in accordance with the terms of the lease; (d) CHLN's failure to vacate the premises, or alternatively, to pay double rent as a holdover tenant since January 2007 pursuant to Fla. Stat. § 83.06; (e) CHLN's recent arbitrary and unilateral determination not to pay adequate real estate taxes associated with the Ground Lease; and (f) the Debtor's business judgment. Should there be any lease rejection damages, such damages shall be offset by amounts attributable to (a) through (e) above.

Under § 365(h) of the Code, if the Court were to determine that CHLN may remain at the premises, notwithstanding, the Reorganized Debtor will no longer be obligated to perform under the terms of the Lease. Accordingly, on or after the Effective Date, CHLN, its staff, customers, and purveyors, will no longer have the right of ingress and egress to the Chart House Restaurant property by way of, on, or through, the

Reorganized Debtor's property or the property of Brickell South as lessor successor in interest to the Reorganized Debtor.

- 7.5.4. Other Litigation. Other than the Chart House Litigation, the Debtor has no other known bankruptcy claims in this case.
- 7.5.5. Debtor's Post-Confirmation Structure. Any change to the Debtor's equity structure occasioned by the Brickell South Transaction or the Alliance Transaction is an internal matter. As indicated, all Allowed Non-Insider Claims will be paid in full on the Effective Date but for certain real estate taxes, which will be paid upon the Alliance Closing Date. Accordingly, the future equity structure is irrelevant to this Plan.
- 7.5.6. Management. After confirmation of the Plan, the Debtor shall continue to be managed by its Members, with Mr. Stevan Pardo remaining primarily responsible for the management of the Debtor from his offices at 200 S.E. 1st Street, Miami, Florida 33131. Mr. Pardo will proceed to ensure that all payments under the Plan are completed on a timely basis.
- 7.5.7. Compensation. Currently, the Debtor's Members receive no compensation for their services and Mr. Pardo has accrued significant compensation. Compensation may be paid only after all Distributions have been made under the Plan, and all Allowed Claims have been paid in full.

ARTICLE VIII: ALTERNATIVES TO PLAN AND LIQUIDATION ANALYSIS

It is submitted that the Brickell South Transaction and the Alliance Transaction provide for the highest and best use and disposition of the RJD Properties. There are three possible consequences if the Plan is rejected or if the Bankruptcy Court fails to confirm the Plan: (a) the Bankruptcy Court could dismiss the Debtor's Chapter 11 Bankruptcy Case, (b) the Debtor's Chapter 11 Bankruptcy Case could be converted to a liquidation case under Chapter 7 of the Bankruptcy Code, or (c) the Bankruptcy Court could consider an alternative plan of reorganization proposed by the Debtor or by some other party.

8.1. Dismissal.

If the Debtor's Bankruptcy Case were to be dismissed, the Debtor would no longer have the protection of the Bankruptcy Court and the applicable provisions of the Bankruptcy Code. Dismissal would permit Sabadell (presently Brickell South) to proceed with its foreclosure, and the value of the RJD Properties collectively might be significantly diminished. A foreclosure sale is unpredictable, both for Brickell South and the Debtor and its Creditors. Brickell South is interested in purchasing the Brickell South Sale Parcel, and it is possible that there would be competitive bidding for that Parcel at a foreclosure sale. From the Debtor's perspective, at a foreclosure sale, there might not be sufficient surplus funds to make 100% distributions to the Florida Department of Revenue, the Internal Revenue Service, Allowed Non-Insider General

Unsecured Claims, and Allowed Insider General Unsecured Claims. In addition, Equity might lose its interests. As well, there might be continued state court litigation with Chart House.

8.2. Chapter 7 Liquidation.

Likewise, under Chapter 7 liquidation, a Trustee would seek to liquidate the RJD Properties. It is submitted that in a Trustee supervised liquidation, the Trustee would seek out contracts for the sale of this property and would surely not devote the time and effort that has been devoted to this task by Mr. Pardo. Nor is it likely that a Trustee would find contracts for sale that would assure Creditors the Distributions provided for in this Plan. Again, in a Trustee administered liquidation, a sale of the RJD Properties is unpredictable, both for Brickell South and the Debtor and its Creditors. Brickell South is interested in purchasing the Brickell South Sale Parcel, and it is possible that there would be a sale of the Brickell South Sale Parcel to another entity. From the Debtor's perspective, there might not be sufficient surplus funds to make 100% distributions to the Florida Department of Revenue, the Internal Revenue Service, Allowed Non-Insider General Unsecured Claims, and Allowed Insider General Unsecured Claims. In addition, Equity might lose its interests. As well, the Chart House Adversary Litigation might not be pursued as vigorously by a Trustee. Finally, there would be another layer of Administrative Debt that must be paid to the Trustee and his counsel as a first priority, on top of all existing debt as set forth in the Plan.

ARTICLE IX: FEDERAL INCOME TAX CONSEQUENCES OF THE PLAN

This Plan calls for full payment of all debt. Accordingly, there may or may not be income tax consequences depending upon how the Creditor may have handled its claim from a tax perspective. It is suggested that you consult with your accountant in respect to any potential tax consequences that might result from the confirmation of this Plan, and the Distributions.

ARTICLE X: EFFECTIVENESS OF THE PLAN

10.1. Conditions Precedent.

The Plan shall not become effective unless and until the Brickell South Transaction is consummated.

10.2. Waiver of Deadlines or Other Conditions.

As contemplated by the definition of Confirmation Date and Effective Date herein, the deadline(s) set forth in the Plan may be extended as may be necessary to reasonably accommodate the Court's calendar.

10.3. Default Remedies.

If the Debtor is unable to perform the terms and conditions of the Plan, the Debtor may be in default. In the event of a default, all Secured Creditors of the Debtor shall be entitled to relief from the discharge injunction provisions of the Plan upon Notice and reasonable opportunity to

cure. Additionally, in the event of a default, all Allowed Administrative Creditors, Priority Creditors, tax creditors, General Non-insider Unsecured Creditors and Insider Unsecured Creditors of the Debtor shall also be granted relief from injunctive provisions of the Plan after Notice and reasonable opportunity to cure. All Creditors may only enforce their right to treatment pursuant to the Plan. Action may be taken only in the Bankruptcy Court or the Miami-Dade Circuit Court.

ARTICLE XI: ACCEPTANCE AND CONFIRMATION OF PLAN

As a condition of confirmation of the Plan, the Bankruptcy Code requires the Court determine that: (i) the Plan complies with the technical requirements of Chapter 11 of the Bankruptcy Code; and (ii) the Debtor's disclosures concerning the Plan have been adequate and have included information concerning all payments made or promises by the Debtor in connection with the Plan and the Chapter 11 Case.

Section 1129 of the Bankruptcy Code, which sets forth the requirements that must be satisfied in order for the Plan to be confirmed, lists the following requirements for the approval of any plan of reorganization:

11.1. A plan must comply with the applicable provisions of the Code, including, *inter alia*, §1123(a)(4), which provides that a plan must "provide the same treatment for each claim or interest of a particular class, unless the holder of a particular claim or interest agrees to a less favorable treatment of such particular claim or interest." Such anti-discrimination provision applies to contingent claims (such as guaranty claims) as well as all other claims and interests. This Plan complies with §1123(a)(4) of the Code.

11.2. Pursuant to §1129(a) (1) and (2) of the Code, the proponent of a plan must comply with all the applicable provisions of the Code. This Plan complies with all applicable provisions of the Code.

11.3. Pursuant to §1129(a)(3) of the Code, a plan must be proposed in good faith and not by any means forbidden by law. This Plan is proposed in good faith and not by any means forbidden by law. The transactions which are the basis of this Plan comply in all respects with Florida and federal law.

11.4. Pursuant to §1129(a)(4) of the Code, any payment made or to be made by the proponent, by the debtor, or by a person issuing securities or acquiring property under the Plan, for services or for costs and expenses in or in connection with the case, or in connection with such plan and incident to the case, must be approved by, or by subject to the approval of, the court as reasonable. All Administrative Fees and Distributions in this Plan are subject to approval by the Court as reasonable pursuant to §1129(a)(4) of the Code.

11.5. Pursuant to §1129(a)(5) of the Code, the proponent of a plan must disclose the identity and affiliations of any individual proposed to serve, after confirmation of such plan, as a director, officer, or voting trustee of the debtor, an affiliate of the debtor participating in a joint

plan with the debtor, or a successor to the debtor under such plan, and the appointment to, or continuance in, such officer or individual, must be consistent with the interests of creditors and equity security holders and with public policy, and the proponent of a plan must disclose the identity of any insider that will be employed or retained by the reorganized debtor, and the nature of any compensation of each insider. In this case the identity and affiliations of future management are irrelevant because all Allowed Claims will be paid in full. Nevertheless, Stephan Pardo will remain Manager of the Reorganized Debtor after the Effective Date.

11.6. Pursuant to §1129(a)(6) of the Code, any governmental regulatory commission with jurisdiction over the rates of the debtor must approve any rate change provided for in such plan after confirmation of a plan, or such rate change is expressly conditioned on such approval. The Debtor does not have rates over which any governmental authority exercises jurisdiction and accordingly §1129(a)(6) of the Code is inapplicable to this case.

11.7. Pursuant to §1129(a)(7) of the Code, each holder of a claim or interest in an impaired class of claims or interest must have accepted the plan or must receive or retain under the plan on account of such claim or interest property of a value, as of the effective date of the plan, that is not less than the amount that such holder would so receive or retain if the debtor were liquidated under Chapter 7 of the Bankruptcy Code on such date. As indicated, there are no Impaired Classes in this case other than Insider Unsecured Creditors, whose vote does not count for confirmation purposes in any event.

11.8. Pursuant to §1129(a)(8) of the Code, with respect to each class of claims or interest, such class must accept the plan or not be impaired under the plan. In this case, as indicated, there are no Impaired Classes except for the Insider Unsecured Creditors.

11.9. Pursuant to §1129(a)(9) of the Code, except to the extent that the Holder of a particular claim has agreed to a different treatment of such claim, a plan must provide that: (A) with respect to an administrative claim and certain claims in an involuntary case, on the effective date of the plan, the Holder of the claim will receive on account of such claim cash equal to the allowed amount of the claim; (B) with respect to a class of priority wage, employee benefit, consumer deposit and certain other claims described in 11 U.S.C. § 507(a)(3)-(6), each holder of a claim of such class will receive: (i) if such class has accepted the plan, deferred cash payments of a value, as of the effective date of the plan, equal to the allowed amount of such claim; (ii) if such class has not accepted the plan, cash on the effective date of the plan equal to the allowed amount of such claim. (C) with respect to a priority tax claim of a kind specified in 11 U.S.C. § 507(a)(8), the holder of such claim will receive on account of such claim deferred cash payments, over a period not exceeding six years after the date of assessment of such claim, of a value, as of the date of assessment of such claim of a value, as of the effective date of the plan equal to the allowed amount of such claim. With respect to this case, all tax claims and tax certificate claims will be paid in full with interest, and such claims will be paid timely – either on the Effective Date or on the Alliance Closing Date (approximately eight months later). ASPA has agreed to accept administrative fees and costs awarded by the Court at the Alliance Closing Date. Accordingly, the requirements of §1129(a)(9) of the Code have been met.

11.10. Pursuant to §1129(a)(10) of the Code, if a class of claims is impaired under a plan, at least one class of claims that is impaired under such plan must have accepted the plan, determined without including any acceptance of the plan by any insider. As previously indicated, there are no Impaired Classes in this case except for the Insider Unsecured Creditors, whose vote does not count pursuant to §1129(a)(10) of the Code.

11.11. Pursuant to §1129(a)(11) of the Code, confirmation of a plan must not likely be followed by the liquidation, or the need for further financial reorganization, of the Debtor or any successor to the Debtor under the plan, unless such liquidation or reorganization is proposed in the plan. This is generally referred to as the “feasibility” requirement of the Code. In this case, the RJD Properties are under contract and, unless the purchasers default under the contracts, this case is not likely be followed by the liquidation, or the need for further financial reorganization. Even if there is a default, the buyers have posted significant non-refundable deposits which, at least in connection with the Alliance Transaction, will be sufficient to pay Allowed Claims and Court awarded Administrative Debt.

11.12. Pursuant to §1129(a)(12) of the Code, all fees payable under 28 U.S.C. § 1930, as determined by the Court at the hearing on confirmation of the plan, must have been paid or the plan must provide for the payment of all such fees on the effective date of the plan. This Plan provides for payment of all United States Trustee fees on the Effective Date and accordingly complies with §1129(a)(12) of the Code.

11.13. Sections 1129(a)(13) through (16) are inapplicable to this case and concern retiree benefits, domestic support obligations, an individual debtor (RJD is a Florida limited liability company), and not-for-profit entities.

The Debtor believes that the Plan meets all the requirements of 11 U.S.C. § 1129(a) and will seek a ruling of the Court to this effect at the hearing on confirmation of the Plan. You are urged to consult your own counsel to evaluate each and every one of the standards for confirmation of the Plan under the Bankruptcy Code.

ARTICLE XII: MISCELLANEOUS PROVISIONS OF THE PLAN

12.1. Injunction.

Except as otherwise expressly provided in the Plan, the Confirmation Order, or a separate Order of the Bankruptcy Court, all entities who have held, hold, or may hold Claims against or Equity Interests in the Debtor and other parties in interest, along with their respective present or former employees, agents, officers, directors, or principals, are permanently enjoined, on and after the Effective Date, from: (i) commencing or continuing in any manner, any action, or other proceeding of any kind against the Debtor or Reorganized Debtor with respect to any such Claim or Equity Interest; (ii) enforcing, attaching, collecting, or recovering by any manner or means of any judgment, award, decree, or order against the Debtor or the Reorganized Debtor on account of any such Claim or Equity Interest; (iii) creating, perfecting, or enforcing any encumbrance of any kind against the Debtor or Reorganized Debtor of any such Claim or Equity Interest; (iv) commencing or continuing in any manner, any action, or other proceeding of any kind with

respect to any Claims and causes of action which are extinguished or released pursuant to the Plan; and (v) taking any actions to interfere with the implementation or consummation of the Plan.

12.2. Binding Effect of the Plan

The provisions of the confirmed Plan bind the Debtor, any entity issuing securities under the Plan, any entity acquiring property under the Plan, and any Creditor, equity security holder, or general partner in the Debtor, whether or not the Claim or interest of such Creditor, equity security holder, or general partner is impaired under the Plan and whether or not such Creditor, equity security holder, or general partner has accepted the Plan.

12.3. Exculpation

Except as otherwise specifically provided herein, the Debtor, its officers, directors, members, managers, employees, representatives, attorneys, financial advisors, agents, affiliates, or any of such parties' successors and assigns, shall not have or incur, and are hereby released from, any claim, obligation, cause of action or liability to one another or to any holder of a Claim or an interest, or any other party in interest, or any of their respective officers, directors, employees, representatives, attorneys, financial advisors, partners, members of partners, managers or members of partners, or agents, or affiliates, or any of such parties' successors and assigns, for any act or omission in connection with, relating to, or arising out of the preparation and filing of this Chapter 11 Case, the Plan, the pursuit of Confirmation of the Plan, the Confirmation of this Plan, the administration of this Plan or the property to be distributed under this Plan, except for their gross negligence or gross professional negligence as the case may be. Any such claim shall be irrevocably barred after one year from the Effective Date.

12.4. Savings Clause.

If any article, section, terms and/or subdivision of the Plan is ruled by the Court to be improper or ineffective, or, if the Debtor decides unilaterally to remove any article, section, subsection, term, and/or provision of this Plan at the Confirmation Hearing, this Plan shall proceed to confirmation and may be confirmed without the article(s), section(s), subsection(s), term(s), and/or provision(s) found to be improper or ineffective and/or unilaterally removed by the Debtor at the Confirmation Hearing. Notwithstanding, all remaining articles, sections, terms, and subdivisions shall be valid, effective and enforceable.

12.5. No Waiver of Causes of Action and Survival of Debtor's Claims

No provision of this Plan or the acceptance of any Distributions hereunder shall compromise, settle or release any claims or causes of action belonging to the Debtor, particularly as they relate to the Chart House Adversary Litigation involving CHLN and Landry's Inc.. On the Effective Date, absent the Bankruptcy Court having ruled on the issues relating to the Chart House Adversary Litigation, the Reorganized Debtor shall be authorized to continue, commence and prosecute any and all claims that arose before, on, or after the Petition Date. Proceeds, if any, realized from any such claims shall be property of the Reorganized Debtor and, if such proceeds

are realized prior to the Alliance Closing Date, shall be distributed in accordance with the terms of the Plan.

12.6. Allowance of Claims

Unless the Plan states otherwise, the Debtor has no intend to dispute any filed or Scheduled Claims in this case. The Debtor has already objected to the CHLN Claim and shall pursue that Objection.

12.7. Modification of Plan

At any time before the Confirmation Date, the Debtor may modify the Plan, but the Debtor may not modify the Plan so that the Plan, as modified, fails to meet the requirements of 11 U.S.C. §§ 1122 and 1123. The Debtor has no intent to pay creditors at less than 100% of their Allowed Claims on the Effective Date or on the Alliance Closing Date. To the extent that there may be any proposed modification of the Plan, all Creditors and interested parties will receive notice and have an opportunity to object.

ARTICLE XIII: EFFECT OF CONFIRMATION OF PLAN

13.1. Discharge

This Plan provides that upon the Effective Date, the Debtor shall be discharged of liability for payment of debts incurred before confirmation of the Plan, to the extent specified in 11 U.S.C. § 1141. However, any liability and all obligations set forth in, and imposed by, the Plan will not be discharged.

13.2. Re-vesting of Property in the Debtor

On the Effective Date, except as otherwise may be provided in the Confirmation Order, title to all of the Debtor's assets including any and all causes of action which may have existed against third parties will re-vest in the Reorganized Debtor, free and clear of all claims and interests, except as otherwise expressly stated in the Plan. After the Effective Date the Reorganized Debtor may use, acquire and dispose of any property free and clear of all claims and interests except as otherwise provided in the Plan or the Confirmation Order. This paragraph regarding re-vesting of property does not affect the obligation of the Debtor and Reorganized Debtor to proceed with the Alliance Transaction.

13.3. Final Decree

Upon Substantial Consummation, the Debtor will seek to have the case Administratively Closed with the Court retaining jurisdiction over the proceedings to the extent necessary to reopen the case in order to deal with all issues of interpretation of the Plan, or modifications to the Plan.

ARTICLE XIV: CONCLUSION

The Debtor believes that Confirmation of the Plan is desirable and in the best interests of creditors and interest holders. The Plan provides for 100% payment to Allowed Claims as soon as possible, with most Creditors receiving their Distribution on the Effective Date.

Dated: July 17, 2015.

Aaronson Schantz Bailey P.A.

Counsel to Debtor

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By: /s/ Geoffrey S. Aaronson

Geoffrey S. Aaronson, Esq.

Fla. Bar No.: 349623

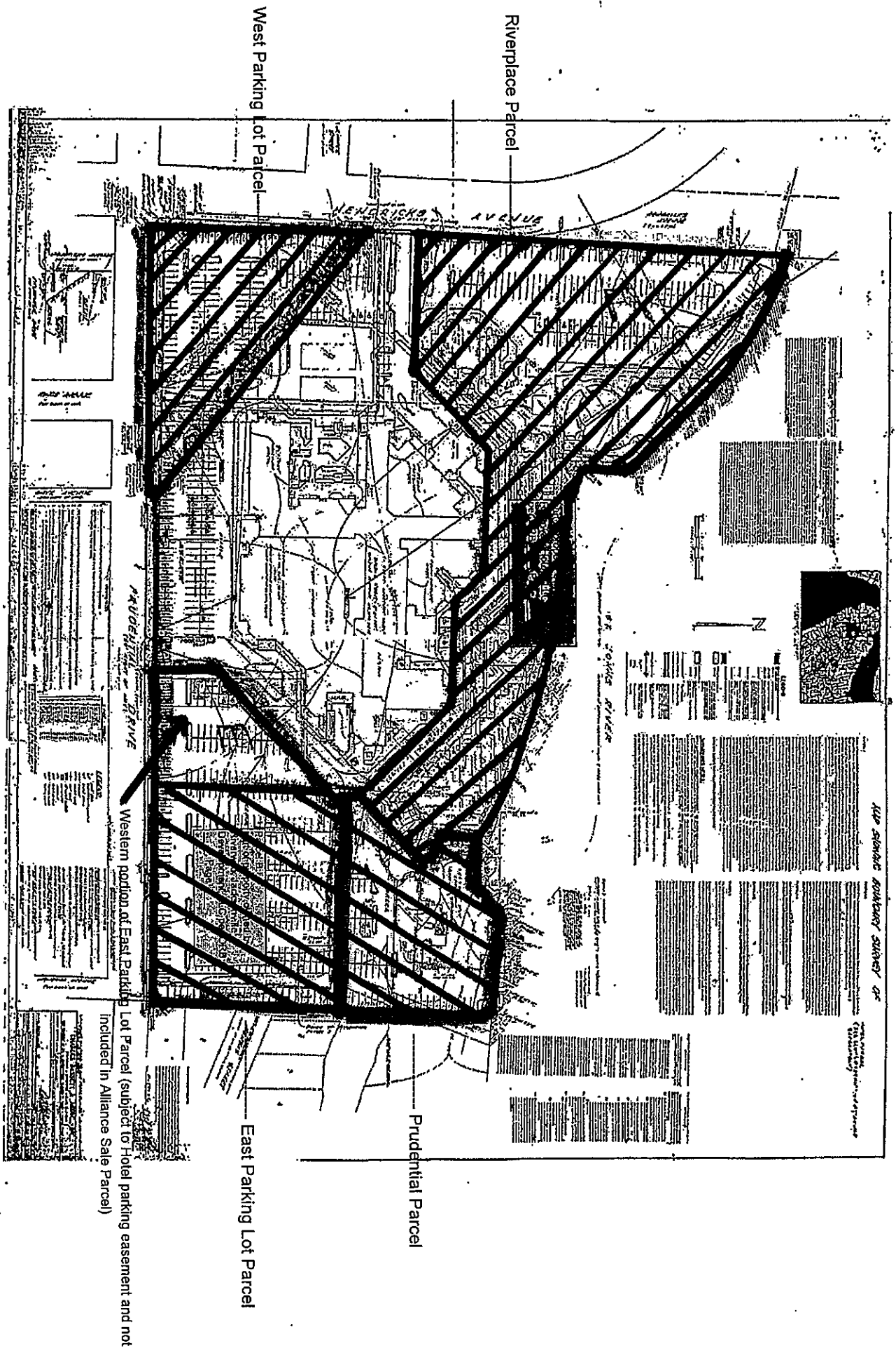
Tamara D. McKeown, Esq.

Florida Bar No.: 773247

**RIVERWALK JACKSONVILLE
DEVELOPMENT, LLC**

By: s/ Steven J. Pardo

Steven J. Pardo, Esq., Manager



BRICKELL SOUTH SALE PARCEL
(Comprised of Riverplace Parcel
and West Parking Lot Parcel)

ALLIANCE SALE PARCEL
(Comprised of Prudential
Parcel and eastern portion of
East Parking Lot Parcel)

EXHIBIT "A"

The locations, addresses, folio numbers, occupants and estimated fair market values for each of the Debtor's properties as of the Petition Date are set forth below:

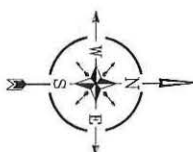
<u>Property 1 ("Riverplace Parcel")</u> Riverfront 1501 Riverplace Boulevard Folio 1122677.0000 Chart House Restaurant, 6 Office Buildings including Church & Parking FMV \$4.6 M	<u>Property 2 ("Prudential Parcel")</u> Riverfront 1643 Prudential Drive Folio 1122677.0000 Parking (Old Crawdaddy's Site) FMV \$4.0 M
Sabadell Mortgage – Approx. \$3.6 - \$3.8 M	
<u>Property 3 ("West Parking Lot Parcel")</u> Prudential Drive 0 Prudential Drive Folio 1122678.0000 West Parking FMV \$1.5 M	<u>Property 4 ("East Parking Lot Parcel")</u> Prudential Drive 0 Prudential Drive Folio 1122668.0000 East Parking & Hotel Easement FMV \$5.0 M
U.S. Century Mortgage – Approx. \$1.5 M	

EXHIBIT "B"

EXHIBIT "C"

SUMMARY HIGHLIGHTS OF BRICKELL SOUTH SALE CONTRACT

1. Sale subject to approval of United States Bankruptcy Court: Subject to entry of Order Approving Sale free and clear of all liens, claims and encumbrances pursuant to 11 U.S.C. § 363(m) and Fed.R.Bank.P., Rule 6004(h) by August 28, 2015.
2. Consideration: (1) Cash Purchase Price of \$1,750,000.00; (2) Sabadell Loan satisfaction; (3) Advance if necessary to pay all allowed creditors as required by Plan of Reorganization on the Closing Date.
3. Advance: If there is an Advance to be repaid subsequent to Closing Date from, if necessary, proceeds of the Alliance Transaction.
4. Closing: Closing within ten days of Bankruptcy Court Approval.
5. Confidentiality: Contract to be confidential subject to disclosure as may be required by law.
6. CHLN Adversary Case: Seller to continue CHLN Chart House litigation; any settlement thereof to required Buyer approval.
7. Title: Special Warranty Deed, Title subject only to standard exceptions – zoning and other regulatory laws.
8. Due Diligence: The due diligence periods under the contract have expired
9. Seller's Representations and Warranties: Standard provisions re. authority subject to Bankruptcy Court approval, existence of leases, U.S. Century settlement payment amount of \$1,466,278.32, Patriot Act, etc.
10. Buyer's Representations and Warranties: Standard provisions. Authority
11. Prorations and adjustments: Standard. Seller will be paying all outstanding real estate taxes; therefore CHLN 2013 and 2014 tax escrow shall be the property of Seller when that escrow is resolved. Also approximately \$141,000 received by the Buyer from Sabadell when it bought the note will be credited toward real estate taxes.
12. Broker: Collier's International. Broker entitled to \$90,000.00 of which Seller pays \$55,000.00 and Buyer pays \$35,000.00.
13. AS IS Sale: But for title, Seller selling property as-is without warranties or representations as to the property.
14. Assignability: Buyer may assign contract.



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NO. = PAGE

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CHARLES BASSETT & ASSOC., INC.
 11000 W. 11TH AVE., SUITE 200, DENVER, CO 80233
 303/751-1100

P.O. BOX 10046 - FLEMING ISLAND, FLORIDA - 32006 - PHONE (904) 215-0707 - FAX (904) 215-0711

PROCEEDINGS UNDER INTERPERSONAL INTERACTION, MEETS THE NATIONAL TECHNICAL STANDARDS FOR LANG. INSTRUCTION BY ACCORDANCE WITH CHAPTER 86B17-6, Fla. ADMINISTRATIVE CODE (PREVIOUSLY 79.000734 418.007, FLORIDA STATUTES).

RECORDED 117 15 20 15
COALD & SAWYER A., HUNTERD LAND SERVICE PA. NO. 688
CO. HUNTERD, HUNTERD LAND SERVICE PA. NO. 688

FIELD NO. N/A DATE 04-00-30
 FIELD NO. N/A DATE 04-00-30
 FIELD NO. N/A DATE 04-00-30

COMPILED FILE: CHOCOLATE DINO SCALE: 1" = 50' FILE NO.: 5-24-1079

