

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF FLORIDA
MIAMI DIVISION**

IN RE:

SAM G. DICKSON, *et al.*,

Debtors.

Case No. 14-29781-LMI
(Jointly Administered)

Chapter 11

**FIRST AMENDED DISCLOSURE STATEMENT FOR DEBTORS'
FIRST AMENDED JOINT PLAN OF REORGANIZATION**

SEESE, P.A.

Michael D. Seese, Esq.
101 N.E. 3rd Avenue, Suite 410
Ft. Lauderdale, Florida 33301
Telephone No. (954) 745-5897

Dated: December 29, 2015
Ft. Lauderdale, Florida

DISCLAIMER:

THE INFORMATION CONTAINED IN THIS FIRST AMENDED DISCLOSURE STATEMENT (THE “DISCLOSURE STATEMENT”) AND EXHIBITS HERETO RELATE TO THE DEBTORS’ FIRST AMENDED JOINT PLAN OF REORGANIZATION (AS IT MAY BE AMENDED, SUPPLEMENTED OR OTHERWISE MODIFIED) (THE “PLAN”), AND ARE INCLUDED HEREIN FOR PURPOSES OF SOLICITING ACCEPTANCES OF THE PLAN AND MAY NOT BE RELIED UPON FOR ANY PURPOSE OTHER THAN TO DETERMINE HOW TO VOTE ON SUCH PLAN. NO PERSON MAY GIVE ANY INFORMATION OR MAKE ANY REPRESENTATIONS, OTHER THAN THE INFORMATION AND REPRESENTATIONS CONTAINED IN THIS DISCLOSURE STATEMENT, REGARDING THE PLAN OR THE SOLICITATION OF ACCEPTANCES OF THE PLAN.

ALL CREDITORS ARE ADVISED AND ENCOURAGED TO READ THIS DISCLOSURE STATEMENT AND THE PLAN IN THEIR ENTIRETY BEFORE VOTING TO ACCEPT OR REJECT THE PLAN. SUMMARIES OF THE PLAN AND STATEMENTS MADE IN THIS DISCLOSURE STATEMENT ARE QUALIFIED IN THEIR ENTIRETY BY REFERENCE TO THE PLAN, OTHER EXHIBITS ATTACHED OR REFERRED TO IN THE PLAN AND THIS DISCLOSURE STATEMENT.

THIS DISCLOSURE STATEMENT HAS BEEN PREPARED IN ACCORDANCE WITH 11 U.S.C. § 1125 AND RULE 3016(c) OF THE FEDERAL RULES OF BANKRUPTCY PROCEDURE (THE “BANKRUPTCY RULES”) AND NOT NECESSARILY IN ACCORDANCE WITH FEDERAL OR STATE SECURITIES LAWS OR OTHER LAWS GOVERNING DISCLOSURE OUTSIDE THE CONTEXT OF THE BANKRUPTCY CODE. THIS DISCLOSURE STATEMENT HAS NOT BEEN APPROVED OR DISAPPROVED BY THE SECURITIES AND EXCHANGE COMMISSION (THE “SEC”) OR ANY STATE SECURITIES COMMISSION, NOR HAS THE SEC APPROVED OR DISAPPROVED OF THE ACCURACY OR ADEQUACY OF THE STATEMENTS CONTAINED HEREIN.

AS TO CONTESTED MATTERS, ADVERSARY PROCEEDINGS, AND OTHER ACTIONS OR THREATENED ACTIONS, THIS DISCLOSURE STATEMENT AND EXHIBITS HERETO WILL NOT CONSTITUTE OR BE CONSTRUED AS AN ADMISSION OF ANY FACT OR LIABILITY, STIPULATION, OR WAIVER, BUT RATHER AS A STATEMENT MADE IN SETTLEMENT NEGOTIATIONS. THIS DISCLOSURE STATEMENT WILL NOT BE ADMISSIBLE IN ANY NONBANKRUPTCY PROCEEDING NOR WILL IT BE CONSTRUED TO BE CONCLUSIVE ADVICE ON THE TAX OR OTHER LEGAL EFFECTS OF THE REORGANIZATION AS TO HOLDERS OF CLAIMS AGAINST AND/OR INTERESTS IN THE DEBTORS.

NO PARTY IS AUTHORIZED TO PROVIDE TO ANY OTHER PARTY ANY INFORMATION CONCERNING THE PLAN OTHER THAN THE CONTENTS OF THIS DISCLOSURE STATEMENT. THE DEBTORS HAVE NOT AUTHORIZED ANY REPRESENTATIONS CONCERNING THE DEBTORS OR THE VALUE OF THEIR PROPERTY OTHER THAN THOSE SET FORTH IN THIS DISCLOSURE STATEMENT. HOLDERS OF CLAIMS AND MEMBERSHIP INTERESTS SHOULD NOT RELY ON ANY

INFORMATION, REPRESENTATIONS OR INDUCEMENTS MADE TO OBTAIN YOUR ACCEPTANCE OF THE PLAN THAT ARE OTHER THAN, OR INCONSISTENT WITH, THE INFORMATION CONTAINED HEREIN AND IN THE PLAN.

CERTAIN OF THE STATEMENTS CONTAINED IN THIS DISCLOSURE STATEMENT ARE FORWARD-LOOKING PROJECTIONS AND FORECASTS BASED UPON CERTAIN ESTIMATES AND ASSUMPTIONS. THERE CAN BE NO ASSURANCE THAT SUCH STATEMENTS WILL BE REFLECTIVE OF ACTUAL OUTCOMES, AND ACTUAL RESULTS MAY DIFFER MATERIALLY FROM THE PROJECTIONS AND FORECASTS SET FORTH HEREIN. NOTHING CONTAINED IN THIS DISCLOSURE STATEMENT, EXPRESS OR IMPLIED, IS INTENDED TO GIVE RISE TO ANY COMMITMENT OR OBLIGATION OF THE DEBTORS OR WILL CONFER UPON ANY PERSON ANY RIGHTS, BENEFITS OR REMEDIES OF ANY NATURE WHATSOEVER.

THE STATEMENTS CONTAINED IN THIS DISCLOSURE STATEMENT ARE MADE ONLY AS OF THE DATE HEREOF, AND THERE CAN BE NO ASSURANCE THAT THE STATEMENTS CONTAINED HEREIN WILL BE CORRECT AT ANY TIME AFTER THE DATE HEREOF. NEITHER THE DELIVERY OF THIS DISCLOSURE STATEMENT NOR THE CONFIRMATION OF THE PLAN WILL CREATE ANY IMPLICATION, UNDER ANY CIRCUMSTANCES, THAT THE INFORMATION CONTAINED IN THIS DISCLOSURE STATEMENT IS CORRECT AT ANY TIME AFTER THE DATE HEREOF OR THAT THE DEBTOR WILL BE UNDER ANY OBLIGATION TO UPDATE SUCH INFORMATION IN THE FUTURE.

THE PROJECTIONS PROVIDED IN THIS DISCLOSURE STATEMENT HAVE BEEN PREPARED BY THE DEBTORS. THESE PROJECTIONS, WHILE PRESENTED WITH NUMERICAL SPECIFICITY, ARE NECESSARILY BASED ON A VARIETY OF ESTIMATES AND ASSUMPTIONS WHICH, THOUGH CONSIDERED REASONABLE AT THE TIME THEY WERE MADE, MAY NOT BE ACHIEVED AND ARE INHERENTLY SUBJECT TO SIGNIFICANT BUSINESS, ECONOMIC, COMPETITIVE, INDUSTRY, REGULATORY, MARKET AND FINANCIAL UNCERTAINTIES AND CONTINGENCIES, MANY OF WHICH ARE BEYOND THE DEBTORS' CONTROL. THE DEBTORS CAUTION THAT NO REPRESENTATIONS CAN BE MADE AS TO THE ACCURACY OF THESE PROJECTIONS OR TO THE DEBTORS' ABILITY TO ACHIEVE THE PROJECTED RESULTS. SOME ASSUMPTIONS INEVITABLY MAY NOT MATERIALIZE. FURTHER, EVENTS AND CIRCUMSTANCES OCCURRING SUBSEQUENT TO THE DATE ON WHICH THESE PROJECTIONS WERE PREPARED MAY BE DIFFERENT FROM THOSE ASSUMED OR, ALTERNATIVELY, MAY HAVE BEEN UNANTICIPATED, AND THUS THE OCCURRENCE OF THESE EVENTS MAY AFFECT FINANCIAL RESULTS IN A MATERIALLY ADVERSE OR MATERIALLY BENEFICIAL MANNER. THE PROJECTIONS, THEREFORE, MAY NOT BE RELIED UPON AS A GUARANTY OR OTHER ASSURANCE OF THE ACTUAL RESULTS THAT WILL OCCUR.

I.

INTRODUCTION¹

Sam G. Dickson, individually (“Mr. Dickson”), and Hickory Hill 1185, LLC, a Florida limited liability company (“Hickory Hill” and, collectively with Mr. Dickson, the “Debtors”), the debtors in possession in this jointly administered Chapter 11 Case, submit this First Amended Disclosure Statement for Debtors’ First Amended Joint Plan of Reorganization (as amended, supplemented, or modified, the “Disclosure Statement”) pursuant to section 1125 of the Code to holders of Claims against and/or Membership Interests in, the Debtors in connection with (i) the solicitation of acceptances of the Debtors’ First Amended Joint Plan of Reorganization dated December 29, 2015 (as amended, supplemented or otherwise modified, the “Plan”), filed by the Debtors with the United States Bankruptcy Court for the Southern District of Florida, Miami Division (the “Court”) and (ii) the hearing to consider confirmation of the Plan (the “Confirmation Hearing”) scheduled in accordance with the Disclosure Statement Order (hereinafter defined). Unless otherwise defined herein, all capitalized terms contained herein have the meanings ascribed to them in the Plan.

A. General

Mr. Dickson filed a voluntary petition for relief under Chapter 11 of the Code on September 2, 2014 (the “Dickson Petition Date”). Thereafter, Hickory Hill filed a voluntary petition for relief under Chapter 11 of the Code on March 2, 2015 (the “Hickory Hill Petition Date”). Hickory Hill is wholly-owned by Mr. Dickson. Since filing for relief under Chapter 11, the Debtors have continued in the possession of their assets and in the management of their businesses as debtors in possession pursuant to sections 1107 and 1108 of the Code.

Chapter 11 is the principal business reorganization chapter of the Code. Under Chapter 11, a debtor is authorized to reorganize its business for the benefit of itself, its creditors and equity security holders. In addition to permitting rehabilitation of a debtor, another goal of chapter 11 is to promote equality of treatment for similarly situated creditors and similarly situated equity security holders with respect to the distribution of a debtor’s assets.

The commencement of a chapter 11 case creates an estate that is comprised of all of the legal and equitable interests of the debtor as of the filing date. The Code provides that a debtor may continue to operate its business and remain in possession of its property as a “debtor in possession”.

The filing and consummation of a plan of reorganization is the principal objective of a chapter 11 reorganization case. A plan of reorganization sets forth the terms for satisfying claims against and interests in a debtor. Upon confirmation of a plan of reorganization, the plan

¹ Unless otherwise defined in the Disclosure Statement, capitalized terms shall have the meanings ascribed to such terms in the Plan.

is binding upon a debtor, any issuer of securities under the plan, any person acquiring property under the plan and any creditor or membership interest holder of a debtor. Subject to certain limited exceptions, the confirmation order discharges a debtor from any debts that arose prior to the date of confirmation of the plan and substitutes the obligations specified under the confirmed plan. In a Chapter 11 case involving an individual debtor, the entry of a discharge may be delayed until certain payments are made under the plan. However, the debtor may request an early discharge. Under the Bankruptcy Code, a plan may also provide for the liquidation of a debtor's assets and the distribution of proceeds to the holders of allowed claims.

After a plan of reorganization has been filed, holders of certain claims against, or equity security holders (or, in this Case, the membership interests) in, a debtor are permitted to vote to accept or reject the plan. However, before soliciting acceptances of the proposed plan, section 1125 of the Code requires a debtor to prepare a disclosure statement in accordance with, and containing adequate information as defined in, section 1125 of the Code.

B. Disclosure Statement Overview

Attached as exhibits to this Disclosure Statement are copies of the following:

- Exhibit A – The Plan;
- Exhibit B – Disclosure Statement Order;
- Exhibit C – Financial Projections
- Exhibit D – Liquidation Analyses
- Exhibit E – Property Tax Claims

In addition, a Ballot for the acceptance or rejection of the Plan is enclosed with the Disclosure Statement submitted to the holders of Claims and Membership Interests that the Debtors believe are entitled to vote to accept or reject the Plan.

After notice and a hearing conducted by the Court, the Court entered an order approving this Disclosure Statement as containing adequate information of a kind and in sufficient detail to enable hypothetical, reasonable investors typical of the Debtors' Creditors and holders of Membership Interests to make an informed judgment whether to accept or reject the Plan, and establishing certain procedures with respect to the solicitation of votes to accept or reject the Plan (the "Disclosure Statement Order"). A copy of the Disclosure Statement Order is being delivered with this Disclosure Statement. APPROVAL OF THIS DISCLOSURE STATEMENT DOES NOT, HOWEVER, CONSTITUTE A DETERMINATION BY THE COURT AS TO THE FAIRNESS OR MERITS OF THE PLAN.

The Disclosure Statement Order sets forth in detail the deadlines, procedures and instructions for voting to accept or reject the Plan and for filing objections to confirmation of the Plan, the record date for voting purposes, and the applicable standards for tabulating Ballots. In addition, detailed voting instructions accompany each Ballot. Each holder of a Claim or Membership Interest entitled to vote on the Plan should read the

Disclosure Statement, the Plan, the Disclosure Statement Order and the instructions accompanying the Ballots in their entirety before voting on the Plan. These documents contain, among other things, important information concerning the classification of Claims and Membership Interests for voting purposes and the tabulation of votes. No solicitation of votes to accept the Plan may be made except pursuant to section 1125 of the Code.

The Plan is a joint plan filed by and on behalf of the Debtors. The Debtors have filed a joint Plan in order to minimize attorneys' fees, costs and related costs of administration. However, only Ballots filed by Creditors holding Claims against Hickory Hill will be calculated in determining whether Hickory Hill has met the requirements for Confirmation under sections 1126 and 1129 of the Code. Likewise, only Ballots filed by Creditors holding Claims against Mr. Dickson will be calculated in determining whether Mr. Dickson has met the requirements for Confirmation under sections 1126 and 1129 of the Code.

C. Holders of Claims and Membership Interests Entitled to Vote

Pursuant to the Code, only holders of allowed claims or allowed membership interests in classes of claims or membership interests that are impaired within the meaning of section 1124 of the Code ("Impaired") that are entitled to receive distributions under a proposed chapter 11 plan, are entitled to vote to accept or reject such plan. Classes of claims or membership interests in which the holders of such claims or membership interests are unimpaired under a chapter 11 plan are deemed to have accepted the plan and are not entitled to vote to accept or reject the plan. Classes of claims or membership interests in which the holders of such claims or membership interests are Impaired and are not entitled to receive any distributions under a proposed chapter 11 plan are deemed to have rejected the plan and are not entitled to vote to accept or reject the plan.

Under the Plan, Classes 3 through 47 and 50 through 53 are Impaired and, therefore, holders of Allowed Claims in Classes 3 through 47 and 50 through 52, as well as holders of Allowed Membership Interests in Class 53, are entitled to vote on the Plan. Classes 1, 2, 48 and 49 are Not Impaired and, therefore, holders of Allowed Claims in Classes 1, 2, 48 and 49 are deemed to have accepted the Plan.

D. Voting Procedures

If you are entitled to vote to accept or reject the Plan, a Ballot is enclosed for the purpose of voting on the Plan. If you hold Claims in more than one Class and you are entitled to vote Claims in more than one Class, you may receive separate Ballots which must be used for each separate Class of Claims. Please vote and return your Ballot(s) to:

**IF BY MAIL OR
HAND- OR OVERNIGHT-DELIVERY:**

Office of the Clerk of the Court
United States Bankruptcy Court
C. Clyde Atkins United States Courthouse
301 N. Miami Avenue

Room 150
Miami, Florida 33128

DO NOT RETURN YOUR NOTES OR SECURITIES WITH YOUR BALLOT.

TO BE COUNTED, YOUR BALLOT INDICATING ACCEPTANCE OR REJECTION OF THE PLAN MUST BE RECEIVED IN ACCORDANCE WITH THE DISCLOSURE STATEMENT ORDER. ANY EXECUTED BALLOT RECEIVED THAT DOES NOT INDICATE EITHER AN ACCEPTANCE OR REJECTION OF THE PLAN SHALL BE DEEMED TO CONSTITUTE AN ACCEPTANCE OF THE PLAN FOR PURPOSES OF TABULATING VOTES.

Any Claim in an Impaired Class as to which an objection or request for estimation is pending or which is scheduled by the Debtors as being unliquidated, disputed or contingent is not entitled to vote unless the holder of such Claim has obtained an order of the Court temporarily allowing such Claim for the purpose of voting on the Plan.

If you are a holder of a Claim or Membership Interest entitled to vote on the Plan and did not receive a Ballot, received a damaged Ballot or lost your Ballot, or if you have any questions concerning the Disclosure Statement, the Plan or the procedures for voting on the Plan, please contact counsel for the Debtors at the address or phone number listed in Section 11.11 of the Plan.

E. Vote Required for Acceptance; Best Interests; Binding Effect

The Code defines acceptance of a plan by an Impaired class of claims as acceptance by holders of at least two-thirds (2/3) in dollar amount, and more than one-half (1/2) in number, of the claims of that class which actually cast ballots. The Code defines acceptance of a plan by an Impaired class of membership interests as acceptance by holders of at least two-thirds (2/3) in amount of the membership interests of that class that actually casts ballots. The vote of a holder of a claim or membership interest may be disregarded if the Court determines, after notice and a hearing, that the acceptance or rejection was not solicited or procured in good faith.

In addition, section 1129 of the Code requires that a plan of reorganization be accepted by each holder of a claim or membership interest in an Impaired class or that the plan be found by the court to provide the holder with at least as much value on account of the claim or membership interest as it would receive if the debtor were liquidated under chapter 7 of the Code.

Confirmation of the Plan will make the Plan binding upon the Debtor, holders of Claims against, and Membership Interests in, the Debtors, and other parties in interest regardless of whether they have accepted the Plan, and such holders of Claims and/or Membership Interests will be prohibited from receiving payment from, or seeking recourse against, the Reorganized Debtors, their Property or any assets that are distributed to other holders of Claims and/or Membership Interests under the Plan. In addition, confirmation of the Plan will enjoin creditors and membership interest holders from taking a wide variety of actions on account of a debt, claim, liability, interest or right that arose prior to the Confirmation Date. As of the entry of a

discharge in accordance with applicable law, all Claims against, and Membership Interests in, the Debtors, shall be discharged to the fullest extent authorized by section 1141(d) of the Code.

F. Confirmation Hearing

Pursuant to section 1128 of the Code, the Confirmation Hearing will be held in accordance with the Disclosure Statement Order, before The Honorable Laurel M. Isicoff, United States Bankruptcy Judge, at the United States Bankruptcy Court, Southern District of Florida, Miami Division, C. Clyde Atkins United States Courthouse, 301 N. Miami Avenue, Courtroom 8, Miami, FL 33128. The Court has directed that objections, if any, to Confirmation of the Plan be served and filed so that they are received consistent with the Disclosure Statement Order. The Confirmation Hearing may be adjourned from time to time by the Court without further notice except for the announcement of the adjournment date made at the Confirmation Hearing or any adjourned Confirmation Hearing.

G. Effective Date

The Plan may not be consummated immediately upon Confirmation, but only upon the Effective Date. The Effective Date will not occur unless various conditions to Confirmation and consummation are satisfied (or waived pursuant to, and in accordance with, the terms of the Plan). The Confirmation Order may be vacated if the conditions to the Effective Date are not timely met or waived.

Because of the conditions to the Effective Date provided in the Plan, a delay may occur between Confirmation of the Plan and the Effective Date. There is no assurance that the conditions to the Effective Date will be fulfilled, or that any condition that is not fulfilled will be waived.

II.

**OVERVIEW OF DISTRIBUTIONS
UNDER THE PLAN²**

The following briefly summarizes the classification and treatment of Claims and Membership Interests under the Plan.

<u>Class</u>	<u>Type of Claim or Membership Interest</u>	<u>Estimated Amounts</u>	<u>Treatment</u>	<u>Estimated Recovery</u>
--------------	---	------------------------------	------------------	-------------------------------

² This table is only a summary of the classification and treatment of Claims and Membership Interests under the Plan. Reference should be made to the entire Disclosure Statement and the Plan for a complete description of the classification and treatment of Claims and Membership Interests. The amounts of Claims included on the summary are estimated and included without prejudice to, or waiver of, the Debtors' rights to object to any Claim. "Estimated Recovery" in regards to any Secured Claim, and total recovery on account of the Claim is dependent on whether the Collateral is valued and/or abandoned/surrendered and the Claimant's right to any deficiency claim.

<u>Class</u>	<u>Type of Claim or Membership Interest</u>	<u>Estimated Amounts</u>	<u>Treatment</u>	<u>Estimated Recovery</u>
1	Allowed Other Priority Claims (Dickson)	\$700.00	Unimpaired.	100%
2	Allowed Other Priority Claims (Hickory Hill)	\$0.00	Unimpaired.	100%
3	Allowed Secured Claim of U.S. Bank, National Association, as Legal Title Trustee for Truman 2012 SC2 Title Trust (518-522 Rear Margaret Street; Dickson)	\$841,000.00	Impaired.	100%
4	Allowed Secured Claim of Nationstar Mortgage, LLC (1185 Hickory Hill Road; Dickson)	\$539,000.00	Impaired.	100%
5	Allowed Secured Claim of Owen Loan Servicing, LLC (service for The Bank of New York Mellon Trust Company, National Association (1128 Margaret Street; Dickson)	\$509,855.80	Impaired.	100%
6	Allowed Secured Claim of Guaranty Bank (115-121 Ridgeland Way; Hickory Hill)	\$481,000.00	Impaired.	100%
7	Allowed Secured Claim of Guaranty Bank (522 Margaret Street; Dickson)	\$15,000.00	Impaired.	100%
8	Allowed Secured Claim of BSI (servicer for Bank of America, N.A.)	\$841,000.00	Impaired.	100%

<u>Class</u>	<u>Type of Claim or Membership Interest</u>	<u>Estimated Amounts</u>	<u>Treatment</u>	<u>Estimated Recovery</u>
	(1124-1126 Margaret Street; Dickson)			
9	Allowed Secured Claim of GSRAN-Z, LLC (Hickory Hill)	\$2,200.00	Impaired.	100%
10	Allowed Secured Claim of GSRAN-Z, LLC (Hickory Hill)	\$12,000.00	Impaired.	100%
11	Allowed Secured Claim of Marathon Investment Corporation (Hickory Hill)	\$1,250.00	Impaired.	
12	Allowed Secured Claim of Marathon Investment Corporation (Hickory Hill)	\$34,650.00	Impaired.	
13-30	Allowed Secured Claim of Fulton County Tax Commissioner (Hickory Hill)	Misc. Amounts	Impaired	
31-42	Allowed Secured Claim of Fulton County Tax Commissioner (Mr. Dickson)	Misc. Amounts	Impaired	
43	Allowed Secured Claim of Macon County Tax Collector (Dickson)	\$8,179.95	Impaired.	100%
44	Allowed Secured Claim of Monroe County Tax Collector (Real Estate Taxes; Mr. Dickson)	\$6,691.48	Impaired.	100%

<u>Class</u>	<u>Type of Claim or Membership Interest</u>	<u>Estimated Amounts</u>	<u>Treatment</u>	<u>Estimated Recovery</u>
45	Allowed Secured Claim of Monroe County Tax Collector (Tourist Development Taxes; Mr. Dickson)	\$12,616.78	Impaired.	100%
46	Allowed Secured Claim of Dekalb County Tax Commissioner (Mr. Dickson)	\$3,629.00	Impaired.	
47	Allowed Secured Claim of Katrina Anding (Hickory Hill)	\$65,000.00	Impaired.	
48	Allowed Other Secured Claims (Mr. Dickson)	\$0.00	Unimpaired.	100%
49	Allowed Other Secured Claims (Hickory Hill)	\$0.00	Unimpaired.	100%
50	Allowed Unsecured Claims (Mr. Dickson)	\$460,000.00	Impaired.	25%
51	Allowed Unsecured Claims (Hickory Hill)	\$0.00	Impaired.	N/A
52	Allowed Unsecured Claim of Nationstar Mortgage, LLC (Hickory Hill)	\$539,000.00	Impaired.	100% (Class 4)
53	Allowed Membership Interests (Hickory Hill)	N/A	Impaired.	N/A

III.

GENERAL INFORMATION

A. Description and History of the Debtor

Mr. Dickson is an adult resident of the State of Florida. Mr. Dickson received his undergraduate and law degrees from the University of Georgia. He has been a licensed attorney

in the State of Georgia since 1972. His legal practice has focused on real estate litigation. In addition to his legal practice, Mr. Dickson is a real estate investor and direct and indirect owner of several parcels of real estate in North Carolina, Georgia and Florida.

Hickory Hill 1185, LLC is a Florida limited liability company and owner of real estate in the States of North Carolina and Georgia. Hickory Hill 1185, LLC is wholly-owned by Mr. Dickson.

A more detailed description of Mr. Dickson's and Hickory Hill 1185, LLC's property interests is as follows:

Mr. Dickson:

a. 1128 Margaret Street, Key West, Florida

This property is comprised of five (5) residential rental apartments ranging in size from 400-900 square feet. All of the apartments are leased at monthly rents of \$1,200.00, \$1,300.00, \$900.00, \$1,950.00 and \$1,495.00, respectively. This property is co-owned with Ms. Jane Goodwin.

The mortgage on this property is held by Ocwen Loan Servicing, LLC, as servicer for The Bank of New York Mellon Trust Company, National Association. The balance owed is \$509,855.80 (through December 31, 2015). The Debtor estimates the fair market value of this property to be \$750,000.00.

b. 1124-1126 Margaret Street, Key West, Florida

This property is comprised of three (3) free-standing cottages available as vacation rentals and a shared heated pool. Two of the cottages are approximately 300 square feet, while the third is approximately 500 square feet. Each cottage has its own kitchen. These cottages are offered as vacation rentals. The cottages are located four blocks from Duval Street and three blocks from the Atlantic Ocean. This property is co-owned with Ms. Jane Goodwin.

The mortgage on this property is held by BSI, as servicer for Bank of America, N.A. The balance owed is approximately \$466,000.00. The Debtor estimates the fair market value of this property to be \$1,500,000.00.

c. 518 Margaret Street, Key West, Florida

This property is comprised of three (3) residential rental apartments, each of which is approximately 450 square feet. Mr. Dickson resides in one of the units. Another unit is used as a monthly seasonal rental, while the other is rented on a monthly, non-seasonal basis. This property is co-owned with Ms. Jane Goodwin. The latter units rent at \$1,575.00 and \$2,800.00 per month, respectively.

The mortgage on this property is held by U.S. Bank, National Association, as Legal Title Trustee for Truman 2012 SC2 Title Trust. The balance owed is approximately

\$841,000.00. The Debtor estimates the fair market value of this property, together with 522 Rear Margaret Street, to be \$1,500,000.00.

d. 522 Rear Margaret Street, Key West, Florida

This property is a 2 bedroom, 2 bathroom vacation rental cottage comprising approximately 900 square feet. The property surrounds a large heated pool. This cottage is used as a vacation rental. The cottage is listed on the National Register of Historic Homes and is located near Duval Street. This property is co-owned with Ms. Jane Goodwin.

The mortgage on this property is held by U.S. Bank, National Association, as Legal Title Trustee for Truman 2012 SC2 Title Trust. The balance owed is approximately \$841,000.00 and is further secured by property located at 518 Margaret Street, Key West, Florida. The Debtor estimates the fair market value of this property, together with 518 Margaret Street, to be \$1,500,000.00.

e. 1185 Hickory Hill Road

This property is comprised of two (2) adjoining, lakefront lots in Highlands, North Carolina. One of the lots is vacant, while the other has a 3 bedroom, 1 bathroom residential rental cottage situated upon it (rented at \$400.00 per month). Nationstar Mortgage holds a mortgage against the vacant lot. Nationstar Mortgage sued Mr. Dickson in order to reform its mortgage in an effort to extend the mortgage lien to include the lot with the cottage.

Nationstar Mortgage is owed approximately \$539,000.00. The Debtor estimates the fair market value of the adjoining lots to be \$600,000.00.

f. Vacant Parcels (Fulton County, Georgia)

Mr. Dickson owns twelve (12) vacant parcels of real estate in Fulton County (Atlanta), Georgia. Many of these parcels were acquired by Mr. Dickson through tax sales. A schedule of these parcels is attached hereto as Exhibit "E". Mr. Dickson also owns a vacant parcel in Dekalb County, Georgia, which is also listed on Exhibit "E." There are outstanding taxes owed with respect to many of these parcels and some tax certificates have been issued as well. Some of these parcels shall be surrendered by Mr. Dickson in light of the lack of equity or other benefit for the estate. The assessed values of these properties, as derived from the Fulton County Tax Commissioner's website, is included on Exhibit "E."

512 Angela, LLC

512 Angela, LLC is a Florida limited liability company. Mr. Dickson is the sole member and manager. 512 Angela, LLC owns a building located at 512 Angela Street, Key West, Florida comprised of a commercial unit serving as Mr. Dickson's office, as well as three (3) vacation rentals consisting of a 2 bedroom, 2 bathroom unit (1,100 square feet) and two (2) studios

(approximately 220 and 330 square feet, respectively). The property shares a deck and pool with property located at 516 Angela Street, Key West, Florida.

The mortgage on this property is held by Keys Federal Credit Union. The balance owed is approximately \$1,423,000.00 (which is further secured by property located at 516 Angela Street, Key West, Florida). The Debtor estimates the fair market value of this property to be \$459,411.00. The mortgage on the property is being paid directly by 512 Angela, LLC in the ordinary course. The collateral value is an estimate by the Debtor and obtained from the public tax records. The asserted value shall not be deemed binding on, or an admission by, Keys Federal Credit Union.

516 Angela, LLC

516 Angela, LLC is a Florida limited liability company. Mr. Dickson is the sole member and manager. 516 Angela, LLC owns a building located at 516 Angela Street, Key West, Florida comprised of four (4) vacation rentals. The rentals comprise (a) one 2 bedroom apartment (approximately 1,000 square feet), (b) two (2) one bedroom apartments (approximately 600 and 700 square feet), and (c) one free standing cottage (one bedroom and approximately 440 square feet). This property shares a deck and pool with the property located at 512 Angela Street, Key West, Florida.

The mortgage on this property is held by Keys Federal Credit Union. The balance owed is approximately \$1,423,000.00 (which is further secured by property located at 512 Angela Street, Key West, Florida). The Debtor estimates the fair market value of this property to be \$662,094.00. The mortgage on the property is being paid directly by 516 Angela, LLC in the ordinary course. The collateral value is an estimate by the Debtor and obtained from the public tax records. The asserted value shall not be deemed binding on, or an admission by, Keys Federal Credit Union. **Mirador del Mar, LLC**

Mr. Dickson owns fifty-percent (50%) of Mirador del Mar, LLC, which, in turn, holds a long-term ground lease on property located at 504 Angela Street, Key West, Florida. This property is comprised of commercial space and a parking lot. The commercial space was previously leased for \$5,000.00 per month. The property is currently available for lease, and it is believed that the property can be rented for a higher monthly rent than before. It is anticipated that the parking lot may also generate additional revenue through parking receipts. The balance owed on the mortgage recorded against this property is approximately \$250,000.00.

Hickory Hill 1185, LLC

Hickory Hill 1185, LLC is a Florida limited liability company. Mr. Dickson is the sole member and manager.

a. 115/121 Ridgeland Way, Atlanta, GA

Hickory Hill owns a four (4) unit apartment building in Atlanta, Georgia. Mr. Dickson stays in one of the units while in Atlanta, Georgia. The remaining units consist of: (a) a 2 bedroom, 1 bathroom apartment (approximately 750 square feet) rented for \$900.00 per month; (b) a 1 bedroom, 1 bathroom unit (approximately 600

square feet) rented for \$800.00 per month; and (c) a 3 bedroom, 1.5 bathroom unit (approximately 1,700 square feet), which Mr. Dickson believes will be rented for \$2,000.00 per month.

Guaranty Bank holds the mortgage against this property. The balance owed is approximately \$481,000.00. The Debtor estimates the fair market value of this property to be \$795,000.00.

b. Vacant Parcels

Hickory Hill owns sixteen (16) parcels of vacant real estate in Fulton County (Atlanta), Georgia. Many of these parcels were acquired by Hickory Hill through tax sales. A schedule of these parcels is attached hereto as Exhibit "F." There are outstanding taxes owed with respect to many of these parcels and some tax certificates have been issued as well. Some of these parcels shall be surrendered by Hickory Hill in light of the lack of equity or other benefit for the estate. The assessed values of these properties, as derived from the Fulton County Tax Commissioner's website, is included on Exhibit "F."

B. Events Leading to Bankruptcy

The recent economic recession impacted Mr. Dickson in a number of ways. First, as a practicing real estate lawyer, Mr. Dickson's practice suffered due to the decrease in number of real estate transactions and litigation. Second, the recession impacted the tourism industry, thus resulting in lower revenues realized in connection with the Key West properties. Additionally, consumer demand for properties in Key West, Florida shifted to a more upscale product. Consequently, Mr. Dickson undertook efforts to renovate many of his Key West properties.

The culmination of the foregoing resulted in defaults under many of Mr. Dickson's loans with lenders, thus resulting in the commencement of several foreclosure proceedings. Therefore, in order to avoid losing the properties to foreclosure sales, Mr. Dickson elected to file for bankruptcy protection.

Hickory Hill is wholly-owned by Mr. Dickson. Hickory Hill also defaulted under certain loans with lenders and became involved in litigation involving the Hickory Hill Road property. Eventually, the lender pursued default remedies with respect to the property located at 115-121 Ridgeland Way, Atlanta, Georgia. This property was pledged as collateral under a deed of trust. Hickory Hill resolved to file for bankruptcy protection in order to avoid losing the property.

IV.

EVENTS DURING THE CHAPTER 11 CASE

On September 2, 2014, Mr. Dickson commenced the Dickson Case. Thereafter, on March 2, 2015, Hickory Hill commenced the Hickory Hill Case. The Debtors each remain in possession of their assets and operate their respective businesses as debtors-in-possession pursuant to sections 1107 and 1108 of the Code. The following is a brief description of the major events during the Case:

A. The Dickson Case:

1. Retention of Counsel

Another law firm originally filed the Dickson Case on behalf of Mr. Dickson. However, due to a conflict of interest, the other firm had to withdraw from representing Mr. Dickson. Thereafter, Seese, P.A. was retained for purposes of representing Mr. Dickson in the Dickson Case.

On September 19, 2014, Mr. Dickson filed the *Application for Entry of Interim and Final Orders Authorizing Employment of Seese, P.A. as Counsel for Debtor-in-Possession* (D.E. # 27) (the “Application”). The Application was granted by the Court’s *Final Order Authorizing the Employment of Seese, P.A. as Counsel for Debtor-in-Possession Nunc Pro Tunc to September 11, 2014* (D.E. # 53).

2. Cash Collateral Use

On September 26, 2014, Mr. Dickson filed his *Motion for Authority to Use Cash Collateral and Request for Expedited Hearing* (D.E. # 39), which was granted by the Court’s *Interim Order Authorizing Use of Cash Collateral and Setting Further Hearing* (D.E. #51) and *Final Order Authorizing Use of Cash Collateral and Setting Further Hearing* (D.E. # 59). Subsequent orders authorizing continued use of cash collateral were entered by the Court on March 5, 2015 (D.E. # 107), March 30, 2015 (D.E. #120), and June 26, 2015 (D.E. #161). Most recently, the Court authorized Mr. Dickson’s use of cash collateral through December 31, 2015 following hearings conducted by the Court on September 9, 2015.

3. Exclusivity Periods

The exclusive periods in which only Mr. Dickson may file a plan of reorganization and solicit votes from impaired classes of claims and interests was originally scheduled to expire on December 31, 2014 and March 1, 2015, respectively. On December 31, 2014, Mr. Dickson filed his *Motion to Extend Exclusive Periods Within Which to File a Plan of Reorganization and to Solicit Affirmative Votes from Impaired Classes of Claims or Interests* (D.E. #78). This motion was granted by the Court’s *Order Granting Debtor’s Motion to Extend Exclusive Periods Within Which to File a Plan of Reorganization and to Solicit Affirmative Votes from Impaired Classes of Claims or Interests* (D.E. #89). Subsequent orders extending the exclusive periods were granted by the Court on March 30, 2015 (D.E. #122), May 29, 2015 (D.E. #146), July 13, 2015 (D.E. #169), October 13, 2015 (D.E. #193) and November 5, 2015, which extended the exclusive periods through and including November 12, 2015 and January 11, 2016, respectively.

4. Motions for Relief From the Automatic Stay

On September 11, 2014, Mr. Dickson filed his *Emergency Motion for Relief from the Automatic Stay* (D.E. #10), in which Mr. Dickson sought relief from stay in order to pursue rights to object to a foreclosure sale that had occurred immediately prior to the Petition Date with respect to real property located at 522 Margaret Street, Key West, Florida. Mr. Dickson’s motion was granted by the Court’s *Order Granting Emergency Motion for Relief from the Automatic Stay* (D.E. #14). The effect of the order was to permit (a) Mr. Dickson to object to the sale and

issuance of certificate of title, and (b) other parties to file a response to Mr. Dickson's objection and for an adjudication of the objection and any response.

On September 15, 2014, Mr. Dickson filed his *Emergency Motion to Enforce Automatic Stay* (D.E. #19), in which Mr. Dickson sought to enforce the stay and prevent certain actions from being taken by the successful bidder at the foreclosure sale of the property located at 522 Margaret Street, Key West, Florida pending an adjudication of Mr. Dickson's objection to sale and issuance of certificate of title. Mr. Dickson's motion was granted by the Court's *Order Granting Emergency Motion to Enforce the Automatic Stay* (D.E. #25).

The successful bidder at the foreclosure sale of the property located at 522 Margaret Street, Key West, Florida also filed a *Motion to Determine Stay Does Not Apply* (D.E. #15), which was granted by the Court's *Order Granting Motion to Determine Stay Does Not Apply* (D.E. # 29), the effect of which was to either permit the successful bidder to proceed to receive title and possession of the property in the event Mr. Dickson's objection was overruled or to enjoin any further proceedings in the lower court in the event Mr. Dickson's objection was sustained.

In regards to the property located at 522 Margaret Street, Key West, Florida, the lower court overruled Mr. Dickson's objection on the basis that the certificate of sale was issued prior to the Petition Date. Consequently, the successful bidder received title to the property. Following payment of the amounts owed to judgment creditor – Guaranty Bank – there remains surplus funds in the amount of approximately \$71,000.00. The underlying judgment of foreclosure reserved the rights of Guaranty Bank to seek an award of attorneys' fees and costs. On February 27, 2015, Guaranty Bank filed its *Motion for Relief from Automatic Stay* (D.E.# 96), in which Guaranty Bank sought stay relief in order to pursue an award of attorneys' fees and costs. On March 20, 2015, the Court entered its *Agreed Order Granting Relief from Automatic Stay* (D.E. #115), which reflected Mr. Dickson's and Guaranty Bank's stipulation governing a resolution of the underlying motion, the effects of which was to provide for a release of funds to Guaranty Bank in satisfaction of its claims for attorneys' fees and costs and the remainder to Mr. Dickson and Ms. Goodwin, the co-owner of the property. The agreed order has not been implemented by Mr. Dickson and Guaranty Bank due to a dispute regarding interpretation of the stipulation; however, Mr. Dickson and Guaranty Bank have seemingly resolved the dispute.

Finally, on December 22, 2014, U.S. Bank National Association as Legal Title Trustee for Truman 2012 SC2 Title Trust filed its *Motion for Relief from the Automatic Stay or in the alternative for Adequate Protection* (D.E. #74). On December 31, 2014, Mr. Dickson filed his *Response in Opposition to Creditor's Motion for Relief from the Automatic Stay or in the alternative for Adequate Protection* (D.E. #77). On January 7, 2015, the Court entered its *Agreed Order Granting in Part and Denying Creditor's Motion for Relief From Automatic Stay* (D.E. #88), which denied stay relief but granted other relief relating to payment of taxes and proof of insurance and reserved rights with respect to payment of adequate protection. On September 25, 2015, the Court entered the *Supplemental Agreed Order On Request For Adequate Protection* (D.E. #189).

5. Joint Administration

On March 2, 2015, Hickory Hill 1185, LLC commenced the Hickory Hill Case. Mr. Dickson and Hickory Hill filed their *Ex-Parte Motion for Entry of an Order Directing Joint Administration* (D.E. #s 5 and 98), which was subsequently granted by the Court's *Order Directing Joint Administration of Related Chapter 11 Cases* (D.E. #102) and provided that the Dickson Case and Hickory Hill Case would be jointly administered under Case No. 14-29781-LMI. Thus, the Dickson Case was designated as the lead case.

6. Monthly Operating Reports/U.S. Trustee Fees

Mr. Dickson has prepared and filed (or shall in advance of the disclosure statement hearing) all monthly operating reports required pursuant to the Operating Guidelines for Debtor-in-Possession and paid all fees pursuant to 28 U.S.C. § 1930(a)(6). Copies of the monthly operating reports have been filed with the Court and are available for review. Mr. Dickson is or shall be current on fees owed pursuant to 28 U.S.C. § 1930(a)(6).

B. The Hickory Hill Case:

1. Retention of Counsel

On March 5, 2015, Hickory Hill filed the *Application for Entry of Interim and Final Orders Authorizing Employment of Seese, P.A. as Counsel for Debtor-in-Possession* (D.E. # 103) (the “Application”). The Application was granted by the Court’s *Order Authorizing the Employment of Seese, P.A. as Counsel for Debtor-in-Possession Nunc Pro Tunc to March 2,, 2015* (D.E. # 121).

2. Cash Collateral Use

On April 15, 2015, Hickory Hill filed its *Agreed Motion for Authority to Use Cash Collateral* (D.E. # 138), which was granted by the Court’s *Order Authorizing Use of Cash Collateral and Setting Further Hearing* (D.E. #139). A subsequent order authorizing continued use of cash collateral were entered by the Court on June 1, 2015 (D.E. # 147). Most recently, the Court authorized Hickory Hill’s use of cash collateral through December 31, 2015 following hearings conducted by the Court on September 9, 2015.

3. Exclusivity Periods

The exclusive periods in which only Hickory Hill may file a plan of reorganization and solicit votes from impaired classes of claims and interests was originally scheduled to expire on June 30, 2015 and August 29, 2015, respectively. On June 9, 2015, Hickory Hill filed its *Motion to Extend Exclusive Periods Within Which to File a Plan of Reorganization and to Solicit Affirmative Votes from Impaired Classes of Claims or Interests* (D.E. #152). This motion was granted by the Court’s *Order Granting Debtor’s Motion to Extend Exclusive Periods Within Which to File a Plan of Reorganization and to Solicit Affirmative Votes from Impaired Classes of Claims or Interests* (D.E. #170). Subsequent orders were entered on October 13, 2015 (D.E. #194) and November 5, 2015 (D.E. #205, which extended the exclusive periods to November 12, 2015 and January 11, 2016, respectively.

4. Joint Administration

On September 2, 2014, Mr. Dickson commenced the Dickson Case. Mr. Dickson and Hickory Hill filed their *Ex-Parte Motion for Entry of an Order Directing Joint Administration* (D.E. #s 5 and 98), which was subsequently granted by the Court’s *Order Directing Joint Administration of Related Chapter 11 Cases* (D.E. #102) and provided that the Dickson Case and Hickory Hill Case would be jointly administered under Case No. 14-29781-LMI. Thus, the Dickson Case was designated as the lead case.

5. Monthly Operating Reports/U.S. Trustee Fees

Hickory Hill has prepared and filed (or shall in advance of the disclosure statement hearing) all monthly operating reports required pursuant to the Operating Guidelines for Debtor-in-Possession and paid (or shall pay) all fees pursuant to 28 U.S.C. § 1930(a)(6). Copies of the monthly operating reports have been filed with the Court and are available for review. The Debtor is or shall be current on fees owed pursuant to 28 U.S.C. § 1930(a)(6).

C. Miscellaneous

Mr. Dickson is a party to several residential real estate leases under which Mr. Dickson is lessor. Likewise, Hickory Hill is a party to residential leases in connection with the 115-121 Ridgeland Way, Atlanta, Georgia property. These leases provide a stream of rental income to Mr. Dickson and Hickory Hill. With respect to the Key West vacation rentals, revenues increased nearly ten percent (10%) over the past year (November 2013 to October 2014 when compared to November 2014 to October 2015). In April, 2015, Mr. Dickson hired a new marketing company to market the vacation rentals. The marketing company specializes in boutique hotels, and Mr. Dickson noticed an increase in rentals commencing in late summer, 2015. In comparing September/October 2014 to September/October 2015, Mr. Dickson has realized a nearly twenty percent (20%) increase in vacation rentals. Mr. Dickson believes this current trend will continue.

V.

THE PLAN OF REORGANIZATION

A. Overview of Reorganized Debtors' Businesses

THE PLAN IS ANNEXED HERETO AS EXHIBIT A AND IS AN INTEGRAL PART OF THIS DISCLOSURE STATEMENT. THE SUMMARY OF THE PLAN SET FORTH BELOW IS QUALIFIED IN ITS ENTIRETY BY REFERENCE TO THE FULL TEXT OF THE PLAN. IN THE EVENT OF ANY INCONSISTENCY BETWEEN THE PROVISIONS OF THE PLAN AND THE SUMMARY CONTAINED HEREIN, THE TERMS OF THE PLAN WILL GOVERN.

B. Classification and Treatment of Claims Against The Debtors

The Plan classifies Claims and Membership Interests separately and provides different treatment for different Classes of Claims and Membership Interests in accordance with the Code. As described more fully below, the Plan provides, separately for each Class, that holders of certain Claims will receive various amounts and types of consideration based on the different rights of the holders of Claims in each Class.

C. Unclassified Claims

1. Allowed Administrative Claims.

Administrative Claims are Claims constituting a cost or expense of the administration of the Case allowed under sections 503(b) and 507(a)(2) of the Code. Such Claims include any actual and necessary costs and expenses of preserving the Estate, the Dickson Estate or the Hickory Hill Estate, any actual and necessary costs and expenses of operating the businesses of the Debtors in Possession, any indebtedness or obligations incurred or assumed by the Debtors in Possession in connection with the conduct of their businesses, all compensation and reimbursement of expenses to the extent allowed by the Court under section 330, 331 or 503 of the Code, all costs associated with the cure of any executory contracts and unexpired leases between the Debtors and any Person, and any fees or charges assessed against the Estate under section 1930 of title 28 of the United States Code.

Except as otherwise provided herein, and except to the extent that any entity entitled to payment of any Allowed Administrative Claim agrees to a different treatment, each holder of an Allowed Administrative Claim shall receive Cash in an amount equal to such Allowed Administrative Claim on the later of the Effective Date and the date such Administrative Claim becomes an Allowed Administrative Claim by Final Order, or as soon thereafter as is reasonably practicable.

a. Ordinary Course Claims

Allowed Administrative Claims representing liabilities incurred by the Debtors in the ordinary course of their businesses shall be paid in full and performed by the Reorganized Debtors in the ordinary course of business consistent with past practices and in accordance with the terms and subject to the conditions of any agreements governing, instruments evidencing, or other documents relating to such transactions. Ordinary course Administrative Claims include real estate taxes owed for 2015 in connection with real estate that is Property of the Dickson Estate.

b. Professional Fee and Expense Claims

Compensation of Professionals and reimbursement of expense incurred by Professionals are Administrative Claims pursuant to sections 503(b)(2), 503(b)(3), 503(b)(4) and 503(b)(5) of the Code (the Professional Fee and Expense Claims). All payments to Professionals for Professional Fee and Expense Claims will be made in accordance with the procedures established by the Code, the Rules and the Court relating to the payment of interim and final compensation for services rendered and reimbursement of expenses. The Court will review and determine all applications for compensation for services rendered and reimbursement of expenses.

All entities seeking an award by the Court of Professional Fee and Expense Claims shall file their respective final applications for allowance of compensation for services rendered and reimbursement of expenses incurred through the Effective Date pursuant to section 330 of the Code and Rule 2016 by the date fixed by the Court.

The time for filing objections to applications for allowance and payment of Professional Fee and Expense Claims, and the date and time for a hearing in respect of such applications and the related objections, if any, shall be set by order of the Court.

2. Priority Tax Claims

Except to the extent that a holder of an Allowed Priority Tax Claim under section 507(a)(8) of the Code has been paid by the Debtors prior to the Effective Date or agrees to a different treatment, each holder of an Allowed Priority Tax Claim shall receive deferred Cash payments over a period not to exceed five years following the Petition Date equal to the amount of the Allowed Priority Tax Claims as of the Effective Date of the Plan. Allowed Priority Tax Claims owed to governmental units (excluding holders of tax certificates) shall be paid interest consistent with section 511 of the Code. Priority Tax Claims exclude Administrative Claims for unpaid real estate taxes owed for 2015 with respect to real estate comprising the Dickson Estate. **The Priority Tax Claims are estimated in the amount of \$26,373.80.**

3. United States Trustee's Fees

The Reorganized Debtors shall pay the United States Trustee the appropriate sums required pursuant to 28 U.S.C. §1930(a)(6) through Confirmation on the Effective Date. The Reorganized Debtors shall further pay the United States Trustee the appropriate sum required pursuant to 28 U.S.C. §1930(a)(6) for post-confirmation periods within the time periods set forth in 28 U.S.C. §1930(a)(6), until the earlier of the closing of the Dickson Case and Hickory Hill Case by the issuance of a Final Decree by the Court, upon the entry of an order of this Court dismissing the Case, or upon entry of an order converting the Case to another chapter under the Code, and the Reorganized Debtors shall provide to the United States Trustee upon the payment of each post-confirmation payment an appropriate affidavit indicating disbursement for the relevant periods.

D. Classified Claims

For purposes of this Plan, Claims against, and Membership Interests in, the Debtors shall be classified and treated as follows:

1. Class 1. Allowed Other Priority Claims (Dickson)

(i) Description. Class 1 consists of the Allowed Other Priority Claims against Dickson that are entitled to priority in accordance with section 507(a) of the Code (other than Administrative Claims, Secured Tax Claims and Priority Tax Claims).

(ii) Treatment. Each holder of an Allowed Class 1 Claim shall receive, in full satisfaction, release and exchange for such Claim, Cash in an amount equal to the amount of such Allowed Other Priority Claim in accordance with section 1129(a)(9) of the Code on the later of the Effective Date or the date such Claim becomes an Allowed Class 1 Claim, or as soon thereafter as is reasonably practicable.

(iii) Impairment. The Class 1 Claims are Unimpaired.

2. Class 2. Allowed Other Priority Claims (Hickory Hill)

(i) Description. Class 2 consists of the Allowed Other Priority Claims against Hickory Hill that are entitled to priority in accordance with section 507(a) of the Code (other than Administrative Claims, Secured Tax Claims and Priority Tax Claims).

(ii) Treatment. Each holder of an Allowed Class 2 Claim shall receive, in full satisfaction, release and exchange for such Claim, Cash in an amount equal to the amount of such Allowed Other Priority Claim in accordance with section 1129(a)(9) of the Code on the later of the Effective Date or the date such Claim becomes an Allowed Class 2 Claim, or as soon thereafter as is reasonably practicable.

(iii) Impairment. The Class 2 Claims are Unimpaired.

3. Class 3. Allowed Secured Claim of U.S. Bank, National Association, as Legal Title Trustee for Truman 2012 SC2 Title Trust (Mr. Dickson)

(i) Description. Class 3 consists of the Allowed Secured Claim held by U.S. Bank, National Association, as Legal Title Trustee for Truman 2012 SC2 Title Trust, which is secured by a Lien against real property located at 518-522 Rear Margaret Street, Key West, Florida.

(ii) Treatment. The Allowed Class 3 Claim shall be amortized over twenty (20) years using an interest rate of five percent (5%) per annum. The holder of the Allowed Class 3 Claim shall be paid monthly payments of principal and interest based on the foregoing amortization, commencing on the later of (i) twenty (20) days after the Effective Date, or (ii) the date on which such Claim becomes an Allowed Class 3 Claim by Final Order, and each month thereafter until paid in full. The holder of the Allowed Class 3 Claim shall retain the Lien securing the Allowed Class 3 Claim.

(iii) Impairment. The Class 3 Claim is Impaired.

4. Class 4. Allowed Secured Claim of Nationstar Mortgage, LLC (Mr. Dickson)

(i) Description. Class 4 consists of the Allowed Secured Claim held by Nationstar Mortgage, LLC that is secured by a Lien against a vacant parcel located at 1185 Hickory Hill Road, Highlands, North Carolina. Nationstar Mortgage, LLC and the Debtors are parties to litigation pending in North Carolina in which Nationstar Mortgage, LLC seeks reformation of a mortgage currently recorded with respect to the vacant lot. Specifically, Nationstar Mortgage, LLC seeks to extend the mortgage Lien to the adjoining lot on which a cottage is located.

(ii) Treatment. In consideration for Nationstar Mortgage, LLC's voting in favor of the Plan, the Debtors agree to resolve the pending litigation by agreeing that the Lien recorded in favor of Nationstar Mortgage, LLC against the vacant lot shall encumber both lots, i.e., the vacant lot and the adjoining lot on which the cottage is located. Thereafter, the Allowed Class 4 Claim shall be amortized over twenty (20) years using an interest rate of five percent (5%) per annum. The holder of the Allowed Class 4 Claim shall be paid monthly payments of principal and interest based on the foregoing amortization, commencing on the later of (i) twenty (20) days after the Effective Date, or (ii) the date on which such Claim becomes an Allowed Class 4 Claim by Final Order, and each month thereafter until paid in full. The holder of the Allowed Class 4 Claim shall retain the Lien, as extended to both lots located at 1185 Hickory Hill Road, Highlands North Carolina, in order to secure the Allowed Class 4 Claim.

(iii) Impairment. The Class 4 Claim is Impaired.

5. Class 5. Allowed Secured Claim of Ocwen Loan Servicing, LLC, as servicer for The Bank of New York Mellon Trust Company, National Association (Mr. Dickson)

(i) Description. Class 5 consists of the Allowed Secured Claim held by Ocwen Loan Servicing, LLC, as servicer for The Bank of New York Mellon Trust Company, National Association that is secured by Lien against property located at 1128 Margaret Street, Key West, Florida.

(ii) Treatment. The Allowed Class 5 Claim shall be amortized over twenty (20) years using an interest rate of five and one-quarter percent (5.25%) per annum. The holder of the Allowed Class 5 Claim shall be paid monthly payments of principal and interest based on the foregoing amortization, commencing on the later of (i) twenty (20) days after the Effective Date, or (ii) the date on which such Claim becomes an Allowed Class 5 Claim by Final Order, and each month thereafter until paid in full. The holder of the Allowed Class 5 Claim shall retain the Lien securing the Allowed Class 5 Claim.

(iii) Impairment. The Class 5 Claim is Impaired.

6. Class 6. Allowed Secured Claim of Guaranty Bank (Hickory Hill)

(i) Description. Class 6 consists of the Allowed Secured Claim held by Guaranty Bank that is secured by a Lien against property located at 115-121 Ridgeland Way, Atlanta, Georgia.

(ii) Treatment. The Allowed Class 6 Claim shall be amortized over twenty (20) years using an interest rate of five percent (5%) per annum. The holder of the Allowed Class 6 Claim shall be paid monthly payments of principal and interest based on the foregoing amortization, commencing on the later of (i) twenty (20) days after the Effective Date, or (ii) the date on which such Claim becomes an Allowed Class 6 Claim by Final Order, and each month thereafter until paid in full. Notwithstanding anything herein to the contrary, the Allowed Class 6 Claim shall mature and the unpaid balance then outstanding shall be due in full and payable on the tenth (10th) anniversary of the Effective Date. The holder of the Allowed Class 6 Claim shall retain the Lien securing the Allowed Class 6 Claim.

(iii) Impairment. The Class 6 Claim is Impaired.

7. Class 7. Allowed Secured Claim of Guaranty Bank (Mr. Dickson)

(i) Description. Class 7 consists of the Allowed Secured Claim held by Guaranty Bank that is secured by a Lien against the remaining proceeds from the foreclosure sale of property located at 522 Margaret Street, Key West, Florida. Guaranty Bank foreclosed upon property located at 522 Margaret Street, Key West, Florida. In accordance with the judgment entered in the foreclosure proceeding, the state court reserved jurisdiction to award attorneys' fees and costs, which, if awarded, was to be paid from the excess sale proceeds (the "Surplus Proceeds") realized from the sale of the collateral and payment of all other amounts owed to Guaranty Bank.

(ii) Treatment. The holder of the Allowed Class 7 Claim shall be paid \$15,000.00 from the Surplus Proceeds in full and complete satisfaction of the Allowed Class 7 Claim within twenty (20) days following the Effective Date. Thereafter, fifty percent (50%) all remaining Surplus Proceeds from the foreclosure sale shall be released to Mr. Dickson and fifty percent (50%) all remaining Surplus Proceeds from the foreclosure sale shall be released to Jane Goodwin, and Guaranty Bank shall be deemed to have fully and forever released Mr. Dickson and any other person or entity liable with Mr. Dickson from any and all liability on account of any debt or obligation with respect to 522 Margaret Street, Key West, Florida.

(iii) Impairment. The Class 7 Claim is Impaired.

8. Class 8. Allowed Secured Claim of BSI, as servicer for Bank of America, N.A. (Mr. Dickson)

(i) Description. Class 8 consists of the Allowed Secured Claim held by BSI, as servicer for Bank of America, N.A. that is secured by a Lien against property located at 1124-1126 Margaret Street, Key West, Florida.

(ii) Treatment. The Allowed Class 8 Claim shall be amortized over twenty (20) years using an interest rate of five percent (5%) per annum. The holder of the Allowed Class 8 Claim shall be paid monthly payments of principal and interest based on the foregoing amortization, commencing on the later of (i) twenty (20) days after the Effective Date, or (ii) the date on which such Claim becomes an Allowed Class 8 Claim by Final Order, and each month thereafter until paid in full. The holder of the Allowed Class 8 Claim shall retain the Lien securing the Allowed Class 8 Claim.

(iii) Impairment. The Class 8 Claim is Impaired.

9. Class 9. Allowed Secured Claim of GSRAN-Z, LLC (Hickory Hill)

(i) Description. Class 9 consists of the Allowed Secured Claim held by GSRAN-Z, LLC that is secured by a Lien against property located 1024 Donnelly Avenue, Atlanta, Georgia, Parcel No. 14-0019-0002-016-3.

(ii) Treatment. The Allowed Amount of the Allowed Class 9 Claim shall be amortized, over a period of five (5) years using an interest rate of five percent (5%) per annum. The holder of the Allowed Class 9 Claim shall be paid monthly payments of principal and interest based on the foregoing amortization commencing on the later of (x) twenty (20) days after the Effective Date, or (y) the date on which such Claim becomes an Allowed Class 9 Claim by Final Order of the Court, and each month thereafter until paid in full. The holder of the Allowed Class 9 Claim shall retain the Lien securing the Allowed Class 9 Claim. Notwithstanding anything herein to the contrary, Hickory Hill reserves the right to (a) value the Collateral securing the Class 9 Claim, (b) object to the amount of the Class 9 Claim, and (c) surrender or abandon the Collateral securing the Class 9 Claim prior to the Confirmation Hearing. In the event that the Collateral is surrendered or abandoned, or if the Collateral is valued by the Court, the holder of such Claim shall have the right to file, within the time established by the Court, a Claim for the amount, if any, by which the amount of such Claim

exceeds the value of the Collateral, and the Allowed Amount of such deficiency claim shall be treated as an Allowed Class 51 Claim under the Plan.

(iii) Impairment. The Class 9 Claim is Impaired.

10. Class 10. Allowed Secured Claim of GSRAN-Z, LLC (Hickory Hill)

(i) Description. Class 10 consists of the Allowed Secured Claim held by GSRAN-Z, LLC that is secured by a Lien against property located 115-121 Ridgeland Way, Fulton County, Georgia, Parcel No. 17-0102-0001-043-0.

(ii) Treatment. The Allowed Class 10 Claim shall be amortized over five (5) years using an interest rate of five percent (5%) per annum. The holder of the Allowed Class 10 Claim shall be paid monthly payments of principal and interest based on the foregoing amortization, commencing on the later of (x) twenty (20) days after the Effective Date, or (y) the date on which such Claim becomes an Allowed Class 10 Claim by Final Order, and each month thereafter until paid in full. The holder of the Allowed Class 10 Claim shall retain the Lien securing the Allowed Class 10 Claim. Notwithstanding anything herein to the contrary, Hickory Hill reserves the right to (a) value the Collateral securing the Class 10 Claim, (b) object to the amount of the Class 10 Claim, and (c) surrender or abandon the Collateral securing the Class 10 Claim prior to the Confirmation Hearing. In the event that the Collateral is surrendered or abandoned, or if the Collateral is valued by the Court, the holder of such Claim shall have the right to file, within the time established by the Court, a Claim for the amount, if any, by which the amount of such Claim exceeds the value of the Collateral, and the Allowed Amount of such deficiency claim shall be treated as an Allowed Class 51 Claim under the Plan.

(iii) Impairment. The Class 10 Claim is Impaired.

11. Class 11. Allowed Secured Claim of Marathon Investment Corp. (Hickory Hill)

(i) Description. Class 11 consists of the Allowed Secured Claim held by Marathon Investment Corp. that is secured by a Lien against property located at 0 Richmond Street SE, Atlanta, Georgia, Parcel No. 14-0053-0008-046-2.

(ii) Treatment. At the option of Hickory Hill, in its sole discretion, the Allowed Class 11 Claim shall be treated as follows: (i) the Allowed Amount of the Allowed Class 11 Claim shall be amortized over a period of five (5) years using an interest rate of five percent (5%) per annum. The holder of the Allowed Class 11 Claim shall be paid monthly payments of principal and interest based on the foregoing amortization commencing on the later of (x) twenty (20) days after the Effective Date, or (y) the date on which such Claim becomes an Allowed Class 11 Claim by Final Order, and each month thereafter until paid in full; or (ii) Hickory Hill shall surrender the collateral securing the Allowed Class 11 Claim to the holder of the Allowed Class 11 Claim in full and complete satisfaction of the Class 11 Claim, thus providing the holder

of the Allowed Class 11 Claim with the indubitable equivalent of the Allowed Class 11 Claim in accordance with section 1129(b)(2)(A)(iii) of the Code. Notwithstanding anything herein to the contrary, Hickory Hill reserves the right to (a) value the Collateral securing the Class 11 Claim, (b) object to the amount of the Class 11 Claim, and (c) surrender or abandon the Collateral securing the Class 11 Claim prior to the Confirmation Hearing. In the event that the Collateral is surrendered or abandoned, or if the Collateral is valued by the Court, the holder of such Claim shall have the right to file, within the time established by the Court, a Claim for the amount, if any, by which the amount of such Claim exceeds the value of the Collateral, and the Allowed Amount of such deficiency claim shall be treated as an Allowed Class 51 Claim under the Plan.

(iii) Impairment. The Class 11 Claim is Impaired.

12. Class 12. Allowed Secured Claim of Marathon Investment Corp. (Hickory Hill)

(i) Description. Class 12 consists of the Allowed Secured Claim held by Marathon Investment Corp. that is secured by a Lien against property located at 0 Rhodesia Avenue SE, Atlanta, Georgia, Parcel No. 14-0057-0022-032-0.

(ii) Treatment. At the option of Hickory Hill, in its sole discretion, the Allowed Class 12 Claim shall be treated as follows: (i) the Allowed Amount of the Allowed Class 12 Claim shall be amortized over a period of five (5) years using an interest rate of five percent (5%) per annum. The holder of the Allowed Class 12 Claim shall be paid monthly payments of principal and interest based on the foregoing amortization commencing on the later of (x) twenty (20) days after the Effective Date, or (ii) the date on which such Claim becomes an Allowed Class 12 Claim by Final Order, and each month thereafter until paid in full; or (y) Hickory Hill shall surrender the collateral securing the Allowed Class 12 Claim to the holder of the Allowed Class 12 Claim in full and complete satisfaction of the Class 12 Claim, thus providing the holder of the Allowed Class 12 Claim with the indubitable equivalent of the Allowed Class 12 Claim in accordance with section 1129(b)(2)(A)(iii) of the Code. Notwithstanding anything herein to the contrary, Hickory Hill reserves the right to (a) value the Collateral securing the Class 12 Claim, (b) object to the amount of the Class 12 Claim, and (c) surrender or abandon the Collateral securing the Class 12 Claim prior to the Confirmation Hearing. In the event that the Collateral is surrendered or abandoned, or if the Collateral is valued by the Court, the holder of such Claim shall have the right to file, within the time established by the Court, a Claim for the amount, if any, by which the amount of such Claim exceeds the value of the Collateral, and the Allowed Amount of such deficiency claim shall be treated as an Allowed Class 51 Claim under the Plan.

(iii) Impairment. The Class 12 Claim is Impaired.

13. Class 13. Allowed Secured Claim of Southern Tax Capital, LLC (Hickory Hill)

(i) Description. Class 13 consists of the Allowed Secured Claim held by Southern Tax Capital, LLC that is secured by a Lien against property located at 139 Rhodesia Avenue SE, Atlanta, Georgia, Parcel No. 14-0057-0023-007-1 .

(ii) Treatment. At the option of Hickory Hill, in its sole discretion, the Allowed Class 13 Claim shall be treated as follows: (i) the Allowed Amount of the Allowed Class 13 Claim shall be amortized over a period of five (5) years using an interest rate of five percent (5%) per annum. The holder of the Allowed Class 13 Claim shall be paid monthly payments of principal and interest based on the foregoing amortization commencing on the later of (x) twenty (20) days after the Effective Date, or (ii) the date on which such Claim becomes an Allowed Class 13 Claim by Final Order, and each month thereafter until paid in full; or (y) Hickory Hill shall surrender the collateral securing the Allowed Class 13 Claim to the holder of the Allowed Class 13 Claim in full and complete satisfaction of the Class 13 Claim, thus providing the holder of the Allowed Class 13 Claim with the indubitable equivalent of the Allowed Class 13 Claim in accordance with section 1129(b)(2)(A)(iii) of the Code. Notwithstanding anything herein to the contrary, Hickory Hill reserves the right to (a) value the Collateral securing the Class 13 Claim, (b) object to the amount of the Class 13 Claim, and (c) surrender or abandon the Collateral securing the Class 13 Claim prior to the Confirmation Hearing. In the event that the Collateral is surrendered or abandoned, or if the Collateral is valued by the Court, the holder of such Claim shall have the right to file, within the time established by the Court, a Claim for the amount, if any, by which the amount of such Claim exceeds the value of the Collateral, and the Allowed Amount of such deficiency claim shall be treated as an Allowed Class 51 Claim under the Plan.

(iii) Impairment. The Class 13 Claim is Impaired.

14. Class 14. Allowed Secured Claim of Fulton County Tax Commissioner (Hickory Hill)

(i) Description. Class 14 consists of the Allowed Secured Claim held by the Fulton County Tax Commissioner with respect to real estate located at 0 Richmond Street SE, Fulton County, Georgia, Parcel No. 14-0053-0008-045-4.

(ii) Treatment. At the option of Hickory Hill, in its sole discretion, the Allowed Class 14 Claim shall be treated as follows: (i) the Allowed Amount of the Allowed Class 14 Claim shall be amortized, over a period of time equal to sixty (60) months less the number of months which shall have elapsed from the Hickory Hill Petition Date through the Effective Date, using the rate of interest to which the holder of the Allowed Class 14 Claim is entitled under applicable non-bankruptcy law and 11 U.S.C. § 511. The holder of the Allowed Class 14 Claim shall be paid monthly payments of principal and interest based on the foregoing amortization commencing on the later of (x) twenty (20) days after the Effective Date, or (y) the date on which such Claim becomes an Allowed Class 14 Claim by Final Order of the Court, and each month thereafter until paid in full; or (ii) Hickory Hill shall surrender the collateral securing the

Allowed Class 14 Claim to the holder of the Allowed Class 14 Claim in full and complete satisfaction of the Class 14 Claim, thus providing the holder of the Allowed Class 14 Claim with the indubitable equivalent of the Allowed Class 14 Claim in accordance with section 1129(b)(2)(A)(iii) of the Code. Notwithstanding anything herein to the contrary, Hickory Hill reserves the right to (a) value the Collateral securing the Class 14 Claim, (b) object to the amount of the Class 14 Claim, and (c) surrender or abandon the Collateral securing the Class 14 Claim prior to the Confirmation Hearing. In the event that the Collateral is surrendered or abandoned, or if the Collateral is valued by the Court, the holder of such Claim shall have the right to file, within the time established by the Court, a Claim for the amount, if any, by which the amount of such Claim exceeds the value of the Collateral, and the Allowed Amount of such deficiency claim shall be treated as an Allowed Class 51 Claim under the Plan.

(iii) Impairment. The Class 14 Claim is Impaired.

15. Class 15. Allowed Secured Claim of Fulton County Tax Commissioner (Hickory Hill)

(i) Description. Class 15 consists of the Allowed Secured Claim held by the Fulton County Tax Commissioner with respect to real estate located at 0 Richmond Street SE, Fulton County, Georgia, Parcel No. 14-0053-0008-046-2.

(ii) Treatment. At the option of Hickory Hill, in its sole discretion, the Allowed Class 15 Claim shall be treated as follows: (i) the Allowed Amount of the Allowed Class 15 Claim shall be amortized, over a period of time equal to sixty (60) months less the number of months which shall have elapsed from the Hickory Hill Petition Date through the Effective Date, using the rate of interest to which the holder of the Allowed Class 15 Claim is entitled under applicable non-bankruptcy law and 11 U.S.C. § 511. The holder of the Allowed Class 15 Claim shall be paid monthly payments of principal and interest based on the foregoing amortization commencing on the later of (x) twenty (20) days after the Effective Date, or (y) the date on which such Claim becomes an Allowed Class 15 Claim by Final Order of the Court, and each month thereafter until paid in full; or (ii) Hickory Hill shall surrender the collateral securing the Allowed Class 15 Claim to the holder of the Allowed Class 15 Claim in full and complete satisfaction of the Class 15 Claim, thus providing the holder of the Allowed Class 15 Claim with the indubitable equivalent of the Allowed Class 15 Claim in accordance with section 1129(b)(2)(A)(iii) of the Code. Notwithstanding anything herein to the contrary, Hickory Hill reserves the right to (a) value the Collateral securing the Class 15 Claim, (b) object to the amount of the Class 15 Claim, and (c) surrender or abandon the Collateral securing the Class 15 Claim prior to the Confirmation Hearing. In the event that the Collateral is surrendered or abandoned, or if the Collateral is valued by the Court, the holder of such Claim shall have the right to file, within the time established by the Court, a Claim for the amount, if any, by which the amount of such Claim exceeds the value of the Collateral, and the Allowed Amount of such deficiency claim shall be treated as an Allowed Class 51 Claim under the Plan.

(iii) Impairment. The Class 15 Claim is Impaired.

16. Class 16. Allowed Secured Claim of Fulton County Tax Commissioner (Hickory Hill)

(i) Description. Class 16 consists of the Allowed Secured Claim held by the Fulton County Tax Commissioner with respect to real estate located at 0 McDonough Boulevard SE, Fulton County, Georgia, Parcel No. 14-0056-0008-039-4.

(ii) Treatment. At the option of Hickory Hill, in its sole discretion, the Allowed Class 16 Claim shall be treated as follows: (i) the Allowed Amount of the Allowed Class 16 Claim shall be amortized, over a period of time equal to sixty (60) months less the number of months which shall have elapsed from the Hickory Hill Petition Date through the Effective Date, using the rate of interest to which the holder of the Allowed Class 16 Claim is entitled under applicable non-bankruptcy law and 11 U.S.C. § 511. The holder of the Allowed Class 16 Claim shall be paid monthly payments of principal and interest based on the foregoing amortization commencing on the later of (x) twenty (20) days after the Effective Date, or (y) the date on which such Claim becomes an Allowed Class 16 Claim by Final Order of the Court, and each month thereafter until paid in full ; or (ii) Hickory Hill shall surrender the collateral securing the Allowed Class 16 Claim to the holder of the Allowed Class 16 Claim in full and complete satisfaction of the Class 16 Claim, thus providing the holder of the Allowed Class 16 Claim with the indubitable equivalent of the Allowed Class 16 Claim in accordance with section 1129(b)(2)(A)(iii) of the Code. Notwithstanding anything herein to the contrary, Hickory Hill reserves the right to (a) value the Collateral securing the Class 16 Claim, (b) object to the amount of the Class 16 Claim, and (c) surrender or abandon the Collateral securing the Class 16 Claim prior to the Confirmation Hearing. In the event that the Collateral is surrendered or abandoned, or if the Collateral is valued by the Court, the holder of such Claim shall have the right to file, within the time established by the Court, a Claim for the amount, if any, by which the amount of such Claim exceeds the value of the Collateral, and the Allowed Amount of such deficiency claim shall be treated as an Allowed Class 51 Claim under the Plan.

(iii) Impairment. The Class 16 Claim is Impaired.

17. Class 17. Allowed Secured Claim of Fulton County Tax Commissioner (Hickory Hill)

(i) Description. Class 17 consists of the Allowed Secured Claim held by the Fulton County Tax Commissioner with respect to real estate located at 0 Rhodesia Avenue SE, Fulton County, Georgia, Parcel No. 14-0057-0021-045-3.

(ii) Treatment. At the option of Hickory Hill, in its sole discretion, the Allowed Class 17 Claim shall be treated as follows: (i) the Allowed Amount of the Allowed Class 17 Claim shall be amortized, over a period of time equal to sixty (60) months less the number of months which shall have elapsed from the Hickory Hill Petition Date through the Effective Date, using the rate of interest to which the holder of the Allowed Class 17 Claim is entitled under applicable non-bankruptcy law and 11 U.S.C. § 511. The holder of the Allowed Class 17 Claim

shall be paid monthly payments of principal and interest based on the foregoing amortization commencing on the later of (x) twenty (20) days after the Effective Date, or (y) the date on which such Claim becomes an Allowed Class 17 Claim by Final Order of the Court, and each month thereafter until paid in full ; or (ii) Hickory Hill shall surrender the collateral securing the Allowed Class 17 Claim to the holder of the Allowed Class 17 Claim in full and complete satisfaction of the Class 17 Claim, thus providing the holder of the Allowed Class 17 Claim with the indubitable equivalent of the Allowed Class 17 Claim in accordance with section 1129(b)(2)(A)(iii) of the Code. Notwithstanding anything herein to the contrary, Hickory Hill reserves the right to (a) value the Collateral securing the Class 17 Claim, (b) object to the amount of the Class 17 Claim, and (c) surrender or abandon the Collateral securing the Class 17 Claim prior to the Confirmation Hearing. In the event that the Collateral is surrendered or abandoned, or if the Collateral is valued by the Court, the holder of such Claim shall have the right to file, within the time established by the Court, a Claim for the amount, if any, by which the amount of such Claim exceeds the value of the Collateral, and the Allowed Amount of such deficiency claim shall be treated as an Allowed Class 51 Claim under the Plan.

(ii) Impairment. The Class 17 Claim is Impaired.

18. Class 18. Allowed Secured Claim of Fulton County Tax Commissioner (Hickory Hill)

(i) Description. Class 18 consists of the Allowed Secured Claim held by the Fulton County Tax Commissioner with respect to real estate located at 0 Rhodesia Avenue SE, Fulton County, Georgia, Parcel No. 14-0057-0022-032-0.

(ii) Treatment. At the option of Hickory Hill, in its sole discretion, the Allowed Class 18 Claim shall be treated as follows: (i) the Allowed Amount of the Allowed Class 18 Claim shall be amortized, over a period of time equal to sixty (60) months less the number of months which shall have elapsed from the Hickory Hill Petition Date through the Effective Date, using the rate of interest to which the holder of the Allowed Class 18 Claim is entitled under applicable non-bankruptcy law and 11 U.S.C. § 511. The holder of the Allowed Class 18 Claim shall be paid monthly payments of principal and interest based on the foregoing amortization commencing on the later of (x) twenty (20) days after the Effective Date, or (y) the date on which such Claim becomes an Allowed Class 18 Claim by Final Order of the Court, and each month thereafter until paid in full ; or (ii) Hickory Hill shall surrender the collateral securing the Allowed Class 18 Claim to the holder of the Allowed Class 18 Claim in full and complete satisfaction of the Class 18 Claim, thus providing the holder of the Allowed Class 18 Claim with the indubitable equivalent of the Allowed Class 18 Claim in accordance with section 1129(b)(2)(A)(iii) of the Code. Notwithstanding anything herein to the contrary, Hickory Hill reserves the right to (a) value the Collateral securing the Class 18 Claim, (b) object to the amount of the Class 18 Claim, and (c) surrender or abandon the Collateral securing the Class 18 Claim prior to the Confirmation Hearing. In the event that the Collateral is surrendered or abandoned, or if the Collateral is valued by the Court, the holder of such Claim shall have the right to file, within the time established by the Court, a Claim for the amount, if any, by which the amount of

such Claim exceeds the value of the Collateral, and the Allowed Amount of such deficiency claim shall be treated as an Allowed Class 51 Claim under the Plan.

(iii) Impairment. The Class 18 Claim is Impaired.

19. Class 19. Allowed Secured Claim of Fulton County Tax Commissioner (Hickory Hill)

(i) Description. Class 19 consists of the Allowed Secured Claim held by the Fulton County Tax Commissioner with respect to real estate located at 139 Rhodesia Avenue SE, Fulton County, Georgia, Parcel No. 14-0057-0023-0007-1.

(ii) Treatment. At the option of Hickory Hill, in its sole discretion, the Allowed Class 19 Claim shall be treated as follows: (i) the Allowed Amount of the Allowed Class 19 Claim shall be amortized, over a period of time equal to sixty (60) months less the number of months which shall have elapsed from the Hickory Hill Petition Date through the Effective Date, using the rate of interest to which the holder of the Allowed Class 19 Claim is entitled under applicable non-bankruptcy law and 11 U.S.C. § 511. The holder of the Allowed Class 19 Claim shall be paid monthly payments of principal and interest based on the foregoing amortization commencing on the later of (x) twenty (20) days after the Effective Date, or (y) the date on which such Claim becomes an Allowed Class 19 Claim by Final Order of the Court, and each month thereafter until paid in full ; or (ii) Hickory Hill shall surrender the collateral securing the Allowed Class 19 Claim to the holder of the Allowed Class 19 Claim in full and complete satisfaction of the Class 19 Claim, thus providing the holder of the Allowed Class 19 Claim with the indubitable equivalent of the Allowed Class 19 Claim in accordance with section 1129(b)(2)(A)(iii) of the Code. Notwithstanding anything herein to the contrary, Hickory Hill reserves the right to (a) value the Collateral securing the Class 19 Claim, (b) object to the amount of the Class 19 Claim, and (c) surrender or abandon the Collateral securing the Class 19 Claim prior to the Confirmation Hearing. In the event that the Collateral is surrendered or abandoned, or if the Collateral is valued by the Court, the holder of such Claim shall have the right to file, within the time established by the Court, a Claim for the amount, if any, by which the amount of such Claim exceeds the value of the Collateral, and the Allowed Amount of such deficiency claim shall be treated as an Allowed Class 51 Claim under the Plan.

(iii) Impairment. The Class 19 Claim is Impaired.

20. Class 20. Allowed Secured Claim of Fulton County Tax Commissioner (Hickory Hill)

(i) Description. Class 20 consists of the Allowed Secured Claim held by the Fulton County Tax Commissioner with respect to real estate located at 1445 Parsons Street SE, Fulton County, Georgia, Parcel No. 14-0057-0023-0008-9.

(ii) Treatment. At the option of Hickory Hill, in its sole discretion, the Allowed Class 20 Claim shall be treated as follows: (i) the Allowed Amount of the Allowed Class 20 Claim shall be amortized, over a period of time equal to sixty (60) months less the number of months which shall have elapsed from the Hickory Hill Petition Date through the Effective Date, using the rate of interest to which the holder of the Allowed Class 20 Claim is entitled under applicable non-bankruptcy law and 11 U.S.C. § 511. The holder of the Allowed Class 20 Claim shall be paid monthly payments of principal and interest based on the foregoing amortization commencing on the later of (x) twenty (20) days after the Effective Date, or (y) the date on which such Claim becomes an Allowed Class 20 Claim by Final Order of the Court, and each month thereafter until paid in full ; or (ii) Hickory Hill shall surrender the collateral securing the Allowed Class 20 Claim to the holder of the Allowed Class 20 Claim in full and complete satisfaction of the Class 20 Claim, thus providing the holder of the Allowed Class 20 Claim with the indubitable equivalent of the Allowed Class 20 Claim in accordance with section 1129(b)(2)(A)(iii) of the Code. Notwithstanding anything herein to the contrary, Hickory Hill reserves the right to (a) value the Collateral securing the Class 20 Claim, (b) object to the amount of the Class 20 Claim, and (c) surrender or abandon the Collateral securing the Class 20 Claim prior to the Confirmation Hearing. In the event that the Collateral is surrendered or abandoned, or if the Collateral is valued by the Court, the holder of such Claim shall have the right to file, within the time established by the Court, a Claim for the amount, if any, by which the amount of such Claim exceeds the value of the Collateral, and the Allowed Amount of such deficiency claim shall be treated as an Allowed Class 51 Claim under the Plan.

(iii) Impairment. The Class 20 Claim is Impaired.

21. Class 21. Allowed Secured Claim of Fulton County Tax Commissioner (Hickory Hill)

(i) Description. Class 21 consists of the Allowed Secured Claim held by the Fulton County Tax Commissioner with respect to real estate located at 0 Rhodesia Avenue SE, Fulton County, Georgia, Parcel No. 14-0057-0023-034-5.

(ii) Treatment. At the option of Hickory Hill, in its sole discretion, the Allowed Class 21 Claim shall be treated as follows: (i) the Allowed Amount of the Allowed Class 21 Claim shall be amortized, over a period of time equal to sixty (60) months less the number of months which shall have elapsed from the Hickory Hill Petition Date through the Effective Date, using the rate of interest to which the holder of the Allowed Class 21 Claim is entitled under applicable non-bankruptcy law and 11 U.S.C. § 511. The holder of the Allowed Class 21 Claim shall be paid monthly payments of principal and interest based on the foregoing amortization commencing on the later of (x) twenty (20) days after the Effective Date, or (y) the date on which such Claim becomes an Allowed Class 21 Claim by Final Order of the Court, and each month thereafter until paid in full ; or (ii) Hickory Hill shall surrender the collateral securing the Allowed Class 21 Claim to the holder of the Allowed Class 21 Claim in full and complete satisfaction of the Class 21 Claim, thus providing the holder of the Allowed Class 21 Claim with the indubitable equivalent of the Allowed Class 21 Claim in accordance with section 1129(b)(2)(A)(iii) of the Code. Notwithstanding anything herein to the contrary, Hickory Hill

reserves the right to (a) value the Collateral securing the Class 21 Claim, (b) object to the amount of the Class 21 Claim, and (c) surrender or abandon the Collateral securing the Class 21 Claim prior to the Confirmation Hearing. In the event that the Collateral is surrendered or abandoned, or if the Collateral is valued by the Court, the holder of such Claim shall have the right to file, within the time established by the Court, a Claim for the amount, if any, by which the amount of such Claim exceeds the value of the Collateral, and the Allowed Amount of such deficiency claim shall be treated as an Allowed Class 51 Claim under the Plan.

(iii) Impairment. The Class 21 Claim is Impaired.

22. Class 22. Allowed Secured Claim of Fulton County Tax Commissioner (Hickory Hill)

(i) Description. Class 22 consists of the Allowed Secured Claim held by the Fulton County Tax Commissioner with respect to real estate located at 0 Rhodesia Avenue SE, Fulton County, Georgia, Parcel No. 14-0057-0023-035-2.

(ii) Treatment. At the option of Hickory Hill, in its sole discretion, the Allowed Class 22 Claim shall be treated as follows: (i) the Allowed Amount of the Allowed Class 22 Claim shall be amortized, over a period of time equal to sixty (60) months less the number of months which shall have elapsed from the Hickory Hill Petition Date through the Effective Date, using the rate of interest to which the holder of the Allowed Class 22 Claim is entitled under applicable non-bankruptcy law and 11 U.S.C. § 511. The holder of the Allowed Class 22 Claim shall be paid monthly payments of principal and interest based on the foregoing amortization commencing on the later of (x) twenty (20) days after the Effective Date, or (y) the date on which such Claim becomes an Allowed Class 22 Claim by Final Order of the Court, and each month thereafter until paid in full ; or (ii) Hickory Hill shall surrender the collateral securing the Allowed Class 22 Claim to the holder of the Allowed Class 22 Claim in full and complete satisfaction of the Class 22 Claim, thus providing the holder of the Allowed Class 22 Claim with the indubitable equivalent of the Allowed Class 22 Claim in accordance with section 1129(b)(2)(A)(iii) of the Code. Notwithstanding anything herein to the contrary, Hickory Hill reserves the right to (a) value the Collateral securing the Class 22 Claim, (b) object to the amount of the Class 22 Claim, and (c) surrender or abandon the Collateral securing the Class 22 Claim prior to the Confirmation Hearing. In the event that the Collateral is surrendered or abandoned, or if the Collateral is valued by the Court, the holder of such Claim shall have the right to file, within the time established by the Court, a Claim for the amount, if any, by which the amount of such Claim exceeds the value of the Collateral, and the Allowed Amount of such deficiency claim shall be treated as an Allowed Class 51 Claim under the Plan.

(iii) Impairment. The Class 22 Claim is Impaired.

23. Class 23. Allowed Secured Claim of Fulton County Tax Commissioner (Hickory Hill)

(i) Description. Class 23 consists of the Allowed Secured Claim held by the Fulton County Tax Commissioner with respect to real estate located at 0 Rhodesia Avenue SE, Fulton County, Georgia, Parcel No. 14-0057-0023-036-0.

(ii) Treatment. At the option of Hickory Hill, in its sole discretion, the Allowed Class 23 Claim shall be treated as follows: (i) the Allowed Amount of the Allowed Class 23 Claim shall be amortized, over a period of time equal to sixty (60) months less the number of months which shall have elapsed from the Hickory Hill Petition Date through the Effective Date, using the rate of interest to which the holder of the Allowed Class 23 Claim is entitled under applicable non-bankruptcy law and 11 U.S.C. § 511. The holder of the Allowed Class 23 Claim shall be paid monthly payments of principal and interest based on the foregoing amortization commencing on the later of (x) twenty (20) days after the Effective Date, or (y) the date on which such Claim becomes an Allowed Class 23 Claim by Final Order of the Court, and each month thereafter until paid in full ; or (ii) Hickory Hill shall surrender the collateral securing the Allowed Class 23 Claim to the holder of the Allowed Class 23 Claim in full and complete satisfaction of the Class 23 Claim, thus providing the holder of the Allowed Class 23 Claim with the indubitable equivalent of the Allowed Class 23 Claim in accordance with section 1129(b)(2)(A)(iii) of the Code. Notwithstanding anything herein to the contrary, Hickory Hill reserves the right to (a) value the Collateral securing the Class 23 Claim, (b) object to the amount of the Class 23 Claim, and (c) surrender or abandon the Collateral securing the Class 23 Claim prior to the Confirmation Hearing. In the event that the Collateral is surrendered or abandoned, or if the Collateral is valued by the Court, the holder of such Claim shall have the right to file, within the time established by the Court, a Claim for the amount, if any, by which the amount of such Claim exceeds the value of the Collateral, and the Allowed Amount of such deficiency claim shall be treated as an Allowed Class 51 Claim under the Plan.

(iii) Impairment. The Class 23 Claim is Impaired.

24. Class 24. Allowed Secured Claim of Fulton County Tax Commissioner (Hickory Hill)

(i) Description. Class 24 consists of the Allowed Secured Claim held by the Fulton County Tax Commissioner with respect to real estate located at 210 Claire Street SE, Fulton County, Georgia, Parcel No. 14-0057-0025-039-2.

(ii) Treatment. At the option of Hickory Hill, in its sole discretion, the Allowed Class 24 Claim shall be treated as follows: (i) the Allowed Amount of the Allowed Class 24 Claim shall be amortized, over a period of time equal to sixty (60) months less the number of months which shall have elapsed from the Hickory Hill Petition Date through the Effective Date, using the rate of interest to which the holder of the Allowed Class 24 Claim is entitled under applicable non-bankruptcy law and 11 U.S.C. § 511. The holder of the Allowed Class 24 Claim shall be paid monthly payments of principal and interest based on the foregoing amortization

commencing on the later of (x) twenty (20) days after the Effective Date, or (y) the date on which such Claim becomes an Allowed Class 24 Claim by Final Order of the Court, and each month thereafter until paid in full ; or (ii) Hickory Hill shall surrender the collateral securing the Allowed Class 24 Claim to the holder of the Allowed Class 24 Claim in full and complete satisfaction of the Class 24 Claim, thus providing the holder of the Allowed Class 24 Claim with the indubitable equivalent of the Allowed Class 24 Claim in accordance with section 1129(b)(2)(A)(iii) of the Code. Notwithstanding anything herein to the contrary, Hickory Hill reserves the right to (a) value the Collateral securing the Class 24 Claim, (b) object to the amount of the Class 24 Claim, and (c) surrender or abandon the Collateral securing the Class 24 Claim prior to the Confirmation Hearing. In the event that the Collateral is surrendered or abandoned, or if the Collateral is valued by the Court, the holder of such Claim shall have the right to file, within the time established by the Court, a Claim for the amount, if any, by which the amount of such Claim exceeds the value of the Collateral, and the Allowed Amount of such deficiency claim shall be treated as an Allowed Class 51 Claim under the Plan.

(iii) Impairment. The Class 24 Claim is Impaired.

25. Class 25. Allowed Secured Claim of Fulton County Tax Commissioner (Hickory Hill)

(i) Description. Class 25 consists of the Allowed Secured Claim held by the Fulton County Tax Commissioner with respect to real estate located at 0 Withers Place SW, Fulton County, Georgia, Parcel No. 14-0075-0004-008-0.

(ii) Treatment. At the option of Hickory Hill, in its sole discretion, the Allowed Class 25 Claim shall be treated as follows: (i) the Allowed Amount of the Allowed Class 25 Claim shall be amortized, over a period of time equal to sixty (60) months less the number of months which shall have elapsed from the Hickory Hill Petition Date through the Effective Date, using the rate of interest to which the holder of the Allowed Class 25 Claim is entitled under applicable non-bankruptcy law and 11 U.S.C. § 511. The holder of the Allowed Class 25 Claim shall be paid monthly payments of principal and interest based on the foregoing amortization commencing on the later of (x) twenty (20) days after the Effective Date, or (y) the date on which such Claim becomes an Allowed Class 25 Claim by Final Order of the Court, and each month thereafter until paid in full ; or (ii) Hickory Hill shall surrender the collateral securing the Allowed Class 25 Claim to the holder of the Allowed Class 25 Claim in full and complete satisfaction of the Class 25 Claim, thus providing the holder of the Allowed Class 25 Claim with the indubitable equivalent of the Allowed Class 25 Claim in accordance with section 1129(b)(2)(A)(iii) of the Code. Notwithstanding anything herein to the contrary, Hickory Hill reserves the right to (a) value the Collateral securing the Class 25 Claim, (b) object to the amount of the Class 25 Claim, and (c) surrender or abandon the Collateral securing the Class 25 Claim prior to the Confirmation Hearing. In the event that the Collateral is surrendered or abandoned, or if the Collateral is valued by the Court, the holder of such Claim shall have the right to file, within the time established by the Court, a Claim for the amount, if any, by which the amount of such Claim exceeds the value of the Collateral, and the Allowed Amount of such deficiency claim shall be treated as an Allowed Class 51 Claim under the Plan.

(iii) Impairment. The Class 25 Claim is Impaired.

26. Class 26. Allowed Secured Claim of Fulton County Tax Commissioner (Hickory Hill)

(i) Description. Class 26 consists of the Allowed Secured Claim held by the Fulton County Tax Commissioner with respect to real estate located at 0 Windsor Street SW, Fulton County, Georgia, Parcel No. 14-0075-0004-023-9.

(ii) Treatment. At the option of Hickory Hill, in its sole discretion, the Allowed Class 26 Claim shall be treated as follows: (i) the Allowed Amount of the Allowed Class 26 Claim shall be amortized, over a period of time equal to sixty (60) months less the number of months which shall have elapsed from the Hickory Hill Petition Date through the Effective Date, using the rate of interest to which the holder of the Allowed Class 26 Claim is entitled under applicable non-bankruptcy law and 11 U.S.C. § 511. The holder of the Allowed Class 26 Claim shall be paid monthly payments of principal and interest based on the foregoing amortization commencing on the later of (x) twenty (20) days after the Effective Date, or (y) the date on which such Claim becomes an Allowed Class 26 Claim by Final Order of the Court, and each month thereafter until paid in full ; or (ii) Hickory Hill shall surrender the collateral securing the Allowed Class 26 Claim to the holder of the Allowed Class 26 Claim in full and complete satisfaction of the Class 26 Claim, thus providing the holder of the Allowed Class 26 Claim with the indubitable equivalent of the Allowed Class 26 Claim in accordance with section 1129(b)(2)(A)(iii) of the Code. Notwithstanding anything herein to the contrary, Hickory Hill reserves the right to (a) value the Collateral securing the Class 26 Claim, (b) object to the amount of the Class 26 Claim, and (c) surrender or abandon the Collateral securing the Class 26 Claim prior to the Confirmation Hearing. In the event that the Collateral is surrendered or abandoned, or if the Collateral is valued by the Court, the holder of such Claim shall have the right to file, within the time established by the Court, a Claim for the amount, if any, by which the amount of such Claim exceeds the value of the Collateral, and the Allowed Amount of such deficiency claim shall be treated as an Allowed Class 51 Claim under the Plan.

(iii) Impairment. The Class 26 Claim is Impaired.

27. Class 27. Allowed Secured Claim of Fulton County Tax Commissioner (Hickory Hill)

(i) Description. Class 27 consists of the Allowed Secured Claim held by the Fulton County Tax Commissioner with respect to real estate located at 0 Cooper Street SW, Fulton County, Georgia, Parcel No. 14-0076-0010-042-0.

(ii) Treatment. At the option of Hickory Hill, in its sole discretion, the Allowed Class 27 Claim shall be treated as follows: (i) the Allowed Amount of the Allowed Class 27 Claim shall be amortized, over a period of time equal to sixty (60) months less the number of months which shall have elapsed from the Hickory Hill Petition Date through the Effective Date,

using the rate of interest to which the holder of the Allowed Class 27 Claim is entitled under applicable non-bankruptcy law and 11 U.S.C. § 511. The holder of the Allowed Class 27 Claim shall be paid monthly payments of principal and interest based on the foregoing amortization commencing on the later of (x) twenty (20) days after the Effective Date, or (y) the date on which such Claim becomes an Allowed Class 27 Claim by Final Order of the Court, and each month thereafter until paid in full ; or (ii) Hickory Hill shall surrender the collateral securing the Allowed Class 27 Claim to the holder of the Allowed Class 27 Claim in full and complete satisfaction of the Class 27 Claim, thus providing the holder of the Allowed Class 27 Claim with the indubitable equivalent of the Allowed Class 27 Claim in accordance with section 1129(b)(2)(A)(iii) of the Code. Notwithstanding anything herein to the contrary, Hickory Hill reserves the right to (a) value the Collateral securing the Class 27 Claim, (b) object to the amount of the Class 27 Claim, and (c) surrender or abandon the Collateral securing the Class 27 Claim prior to the Confirmation Hearing. In the event that the Collateral is surrendered or abandoned, or if the Collateral is valued by the Court, the holder of such Claim shall have the right to file, within the time established by the Court, a Claim for the amount, if any, by which the amount of such Claim exceeds the value of the Collateral, and the Allowed Amount of such deficiency claim shall be treated as an Allowed Class 51 Claim under the Plan.

(iii) Impairment. The Class 27 Claim is Impaired.

28. Class 28. Allowed Secured Claim of Fulton County Tax Commissioner (Hickory Hill)

(i) Description. Class 28 consists of the Allowed Secured Claim held by the Fulton County Tax Commissioner with respect to real estate located at 1024 Donnelly Avenue SW, Fulton County, Georgia, Parcel No. 14-0019-0002-016-3.

(ii) Treatment. The Allowed Amount of the Allowed Class 28 Claim shall be amortized, over a period of time equal to sixty (60) months less the number of months which shall have elapsed from the Hickory Hill Petition Date through the Effective Date, using the rate of interest to which the holder of the Allowed Class 28 Claim is entitled under applicable non-bankruptcy law and 11 U.S.C. § 511. The holder of the Allowed Class 28 Claim shall be paid monthly payments of principal and interest based on the foregoing amortization commencing on the later of (x) twenty (20) days after the Effective Date, or (y) the date on which such Claim becomes an Allowed Class 28 Claim by Final Order of the Court, and each month thereafter until paid in full. Notwithstanding anything herein to the contrary, Hickory Hill reserves the right to (a) value the Collateral securing the Class 28 Claim, (b) object to the amount of the Class 28 Claim, and (c) surrender or abandon the Collateral securing the Class 28 Claim prior to the Confirmation Hearing. In the event that the Collateral is surrendered or abandoned, or if the Collateral is valued by the Court, the holder of such Claim shall have the right to file, within the time established by the Court, a Claim for the amount, if any, by which the amount of such Claim exceeds the value of the Collateral, and the Allowed Amount of such deficiency claim shall be treated as an Allowed Class 51 Claim under the Plan.

(iii) Impairment. The Class 28 Claim is Impaired.

29. Class 29. Allowed Secured Claim of Fulton County Tax Commissioner (Hickory Hill)

(i) Description. Class 29 consists of the Allowed Secured Claim held by the Fulton County Tax Commissioner with respect to real estate located at 0 Rosewood Drive NE, Fulton County, Georgia, Parcel No. 17-0001-0004-021-5.

(ii) Treatment. At the option of Hickory Hill, in its sole discretion, the Allowed Class 29 Claim shall be treated as follows: (i) the Allowed Amount of the Allowed Class 29 Claim shall be amortized, over a period of time equal to sixty (60) months less the number of months which shall have elapsed from the Hickory Hill Petition Date through the Effective Date, using the rate of interest to which the holder of the Allowed Class 29 Claim is entitled under applicable non-bankruptcy law and 11 U.S.C. § 511. The holder of the Allowed Class 29 Claim shall be paid monthly payments of principal and interest based on the foregoing amortization commencing on the later of (x) twenty (20) days after the Effective Date, or (y) the date on which such Claim becomes an Allowed Class 29 Claim by Final Order of the Court, and each month thereafter until paid in full ; or (ii) Hickory Hill shall surrender the collateral securing the Allowed Class 29 Claim to the holder of the Allowed Class 29 Claim in full and complete satisfaction of the Class 29 Claim, thus providing the holder of the Allowed Class 29 Claim with the indubitable equivalent of the Allowed Class 29 Claim in accordance with section 1129(b)(2)(A)(iii) of the Code. Notwithstanding anything herein to the contrary, Hickory Hill reserves the right to (a) value the Collateral securing the Class 29 Claim, (b) object to the amount of the Class 29 Claim, and (c) surrender or abandon the Collateral securing the Class 29 Claim prior to the Confirmation Hearing. In the event that the Collateral is surrendered or abandoned, or if the Collateral is valued by the Court, the holder of such Claim shall have the right to file, within the time established by the Court, a Claim for the amount, if any, by which the amount of such Claim exceeds the value of the Collateral, and the Allowed Amount of such deficiency claim shall be treated as an Allowed Class 51 Claim under the Plan.

(iii) Impairment. The Class 29 Claim is Impaired.

30. Class 30. Allowed Secured Claim of Fulton County Tax Commissioner (Hickory Hill)

(i) Description. Class 30 consists of the Allowed Secured Claim held by the Fulton County Tax Commissioner with respect to real estate located at 115-121 Ridgeland Way, Fulton County, Georgia, Parcel No. 17-0102-0001-043-0.

(ii) Treatment. The Allowed Amount of the Allowed Class 30 Claim shall be amortized, over a period of time equal to sixty (60) months less the number of months which shall have elapsed from the Hickory Hill Petition Date through the Effective Date, using the rate of interest to which the holder of the Allowed Class 30 Claim is entitled under applicable non-bankruptcy law and 11 U.S.C. § 511. The holder of the Allowed Class 30 Claim shall be paid monthly payments of principal and interest based on the foregoing amortization commencing on

the later of (x) twenty (20) days after the Effective Date, or (y) the date on which such Claim becomes an Allowed Class 30 Claim by Final Order of the Court, and each month thereafter until paid in full . Notwithstanding anything herein to the contrary, Hickory Hill reserves the right to (a) value the Collateral securing the Class 30 Claim, (b) object to the amount of the Class 30 Claim, and (c) surrender or abandon the Collateral securing the Class 30 Claim prior to the Confirmation Hearing. In the event that the Collateral is surrendered or abandoned, or if the Collateral is valued by the Court, the holder of such Claim shall have the right to file, within the time established by the Court, a Claim for the amount, if any, by which the amount of such Claim exceeds the value of the Collateral, and the Allowed Amount of such deficiency claim shall be treated as an Allowed Class 51 Claim under the Plan.

(iii) Impairment. The Class 30 Claim is Impaired.

31. Class 31. Allowed Secured Claim of Fulton County Tax Commissioner (Mr. Dickson)

(i) Description. Class 31 consists of the Allowed Secured Claim held by the Fulton County Tax Commissioner with respect to real estate located at 0 Ormond Street SE, Fulton County, Georgia, Parcel No. 14-0054-0007-075-1.

(ii) Treatment. At the option of Mr. Dickson, in his sole discretion, the Allowed Class 31 Claim shall be treated as follows: (i) the Allowed Amount of the Allowed Class 31 Claim shall be amortized, over a period of time equal to sixty (60) months less the number of months which shall have elapsed from the Dickson Petition Date through the Effective Date, using the rate of interest to which the holder of the Allowed Class 31 Claim is entitled under applicable non-bankruptcy law and 11 U.S.C. § 511. The holder of the Allowed Class 31 Claim shall be paid monthly payments of principal and interest based on the foregoing amortization commencing on the later of (x) twenty (20) days after the Effective Date, or (y) the date on which such Claim becomes an Allowed Class 31 Claim by Final Order of the Court, and each month thereafter until paid in full and each month thereafter until paid in full or (ii) Mr. Dickson shall surrender the collateral securing the Allowed Class 31 Claim to the holder of the Allowed Class 31 Claim in full and complete satisfaction of the Class 31 Claim, thus providing the holder of the Allowed Class 31 Claim with the indubitable equivalent of the Allowed Class 31 Claim in accordance with section 1129(b)(2)(A)(iii) of the Code. Notwithstanding anything herein to the contrary, Mr. Dickson reserves the right to (a) value the Collateral securing the Class 31 Claim, (b) object to the amount of the Class 31 Claim, and (c) surrender or abandon the Collateral securing the Class 31 Claim prior to the Confirmation Hearing. In the event that the Collateral is surrendered or abandoned, or if the Collateral is valued by the Court, the holder of such Claim shall have the right to file, within the time established by the Court, a Claim for the amount, if any, by which the amount of such Claim exceeds the value of the Collateral, and the Allowed Amount of such deficiency claim shall be treated as an Allowed Class 50 Claim under the Plan.

(iii) Impairment. The Class 31 Claim is Impaired.

32. Class 32. Allowed Secured Claim of Fulton County Tax Commissioner (Mr. Dickson)

(i) Description. Class 32 consists of the Allowed Secured Claim held by the Fulton County Tax Commissioner with respect to real estate located at 0 Hill Street SE, Fulton County, Georgia, Parcel No. 14-0056-0007-038-7.

(ii) Treatment. At the option of Mr. Dickson, in his sole discretion, the Allowed Class 32 Claim shall be treated as follows: (i) the Allowed Amount of the Allowed Class 32 Claim shall be amortized, over a period of time equal to sixty (60) months less the number of months which shall have elapsed from the Dickson Petition Date through the Effective Date, using the rate of interest to which the holder of the Allowed Class 32 Claim is entitled under applicable non-bankruptcy law and 11 U.S.C. § 511. The holder of the Allowed Class 32 Claim shall be paid monthly payments of principal and interest based on the foregoing amortization commencing on the later of (x) twenty (20) days after the Effective Date, or (y) the date on which such Claim becomes an Allowed Class 32 Claim by Final Order of the Court, and each month thereafter until paid in full ; or (ii) Mr. Dickson shall surrender the collateral securing the Allowed Class 32 Claim to the holder of the Allowed Class 32 Claim in full and complete satisfaction of the Class 32 Claim, thus providing the holder of the Allowed Class 32 Claim with the indubitable equivalent of the Allowed Class 32 Claim in accordance with section 1129(b)(2)(A)(iii) of the Code. Notwithstanding anything herein to the contrary, Mr. Dickson reserves the right to (a) value the Collateral securing the Class 32 Claim, (b) object to the amount of the Class 32 Claim, and (c) surrender or abandon the Collateral securing the Class 32 Claim prior to the Confirmation Hearing. In the event that the Collateral is surrendered or abandoned, or if the Collateral is valued by the Court, the holder of such Claim shall have the right to file, within the time established by the Court, a Claim for the amount, if any, by which the amount of such Claim exceeds the value of the Collateral, and the Allowed Amount of such deficiency claim shall be treated as an Allowed Class 50 Claim under the Plan.

(iii) Impairment. The Class 32 Claim is Impaired.

33. Class 33. Allowed Secured Claim of Fulton County Tax Commissioner (Mr. Dickson)

(i) Description. Class 33 consists of the Allowed Secured Claim held by the Fulton County Tax Commissioner with respect to real estate located at 208 Claire Drive SE, Fulton County, Georgia, Parcel No. 14-0057-0025-040-0.

(ii) Treatment. At the option of Mr. Dickson, in his sole discretion, the Allowed Class 33 Claim shall be treated as follows: (i) the Allowed Amount of the Allowed Class 33 Claim shall be amortized, over a period of time equal to sixty (60) months less the number of months which shall have elapsed from the Dickson Petition Date through the Effective Date, using the rate of interest to which the holder of the Allowed Class 33 Claim is entitled under applicable non-bankruptcy law and 11 U.S.C. § 511. The holder of the Allowed Class 33 Claim shall be paid monthly payments of principal and interest based on the foregoing amortization

commencing on the later of (x) twenty (20) days after the Effective Date, or (y) the date on which such Claim becomes an Allowed Class 33 Claim by Final Order of the Court, and each month thereafter until paid in full ; or (ii) Mr. Dickson shall surrender the collateral securing the Allowed Class 33 Claim to the holder of the Allowed Class 33 Claim in full and complete satisfaction of the Class 33 Claim, thus providing the holder of the Allowed Class 33 Claim with the indubitable equivalent of the Allowed Class 33 Claim in accordance with section 1129(b)(2)(A)(iii) of the Code. Notwithstanding anything herein to the contrary, Mr. Dickson reserves the right to (a) value the Collateral securing the Class 33 Claim, (b) object to the amount of the Class 33 Claim, and (c) surrender or abandon the Collateral securing the Class 33 Claim prior to the Confirmation Hearing. In the event that the Collateral is surrendered or abandoned, or if the Collateral is valued by the Court, the holder of such Claim shall have the right to file, within the time established by the Court, a Claim for the amount, if any, by which the amount of such Claim exceeds the value of the Collateral, and the Allowed Amount of such deficiency claim shall be treated as an Allowed Class 50 Claim under the Plan.

(iii) Impairment. The Class 33 Claim is Impaired.

34. Class 34. Allowed Secured Claim of Fulton County Tax Commissioner (Mr. Dickson)

(i) Description. Class 34 consists of the Allowed Secured Claim held by the Fulton County Tax Commissioner with respect to real estate located at 0 Harper Road SE, Fulton County, Georgia, Parcel No. 14-0059-LL-074-7.

(ii) Treatment. At the option of Mr. Dickson, in his sole discretion, the Allowed Class 34 Claim shall be treated as follows: (i) the Allowed Amount of the Allowed Class 34 Claim shall be amortized, over a period of time equal to sixty (60) months less the number of months which shall have elapsed from the Dickson Petition Date through the Effective Date, using the rate of interest to which the holder of the Allowed Class 34 Claim is entitled under applicable non-bankruptcy law and 11 U.S.C. § 511. The holder of the Allowed Class 34 Claim shall be paid monthly payments of principal and interest based on the foregoing amortization commencing on the later of (x) twenty (20) days after the Effective Date, or (y) the date on which such Claim becomes an Allowed Class 34 Claim by Final Order of the Court, and each month thereafter until paid in full; or (ii) Mr. Dickson shall surrender the collateral securing the Allowed Class 34 Claim to the holder of the Allowed Class 34 Claim in full and complete satisfaction of the Class 34 Claim, thus providing the holder of the Allowed Class 34 Claim with the indubitable equivalent of the Allowed Class 34 Claim in accordance with section 1129(b)(2)(A)(iii) of the Code. Notwithstanding anything herein to the contrary, Mr. Dickson reserves the right to (a) value the Collateral securing the Class 34 Claim, (b) object to the amount of the Class 34 Claim, and (c) surrender or abandon the Collateral securing the Class 34 Claim prior to the Confirmation Hearing. In the event that the Collateral is surrendered or abandoned, or if the Collateral is valued by the Court, the holder of such Claim shall have the right to file, within the time established by the Court, a Claim for the amount, if any, by which the amount of such Claim exceeds the value of the Collateral, and the Allowed Amount of such deficiency claim shall be treated as an Allowed Class 50 Claim under the Plan.

(iii) Impairment. The Class 34 Claim is Impaired.

35. Class 35. Allowed Secured Claim of Fulton County Tax Commissioner (Mr. Dickson)

(i) Description. Class 35 consists of the Allowed Secured Claim held by the Fulton County Tax Commissioner with respect to real estate located at 0 Greenwood Street SW, Fulton County, Georgia, Parcel No. 14-0138-0001-071-6.

(ii) Treatment. At the option of Mr. Dickson, in his sole discretion, the Allowed Class 35 Claim shall be treated as follows: (i) the Allowed Amount of the Allowed Class 35 Claim shall be amortized, over a period of time equal to sixty (60) months less the number of months which shall have elapsed from the Dickson Petition Date through the Effective Date, using the rate of interest to which the holder of the Allowed Class 35 Claim is entitled under applicable non-bankruptcy law and 11 U.S.C. § 511. The holder of the Allowed Class 35 Claim shall be paid monthly payments of principal and interest based on the foregoing amortization commencing on the later of (x) twenty (20) days after the Effective Date, or (y) the date on which such Claim becomes an Allowed Class 35 Claim by Final Order of the Court, and each month thereafter until paid in full ; or (ii) Mr. Dickson shall surrender the collateral securing the Allowed Class 35 Claim to the holder of the Allowed Class 35 Claim in full and complete satisfaction of the Class 35 Claim, thus providing the holder of the Allowed Class 35 Claim with the indubitable equivalent of the Allowed Class 35 Claim in accordance with section 1129(b)(2)(A)(iii) of the Code. Notwithstanding anything herein to the contrary, Mr. Dickson reserves the right to (a) value the Collateral securing the Class 35 Claim, (b) object to the amount of the Class 35 Claim, and (c) surrender or abandon the Collateral securing the Class 35 Claim prior to the Confirmation Hearing. In the event that the Collateral is surrendered or abandoned, or if the Collateral is valued by the Court, the holder of such Claim shall have the right to file, within the time established by the Court, a Claim for the amount, if any, by which the amount of such Claim exceeds the value of the Collateral, and the Allowed Amount of such deficiency claim shall be treated as an Allowed Class 50 Claim under the Plan.

(iii) Impairment. The Class 35 Claim is Impaired.

36. Class 36. Allowed Secured Claim of Fulton County Tax Commissioner (Mr. Dickson)

(i) Description. Class 36 consists of the Allowed Secured Claim held by the Fulton County Tax Commissioner with respect to real estate located at 100 Dahlia Avenue NW, Fulton County, Georgia, Parcel No. 14-0179-0002-017-8.

(ii) Treatment. At the option of Mr. Dickson, in his sole discretion, the Allowed Class 36 Claim shall be treated as follows: (i) the Allowed Amount of the Allowed Class 36 Claim shall be amortized, over a period of time equal to sixty (60) months less the number of months which shall have elapsed from the Dickson Petition Date through the Effective Date,

using the rate of interest to which the holder of the Allowed Class 36 Claim is entitled under applicable non-bankruptcy law and 11 U.S.C. § 511. The holder of the Allowed Class 36 Claim shall be paid monthly payments of principal and interest based on the foregoing amortization commencing on the later of (x) twenty (20) days after the Effective Date, or (y) the date on which such Claim becomes an Allowed Class 36 Claim by Final Order of the Court, and each month thereafter until paid in full; or (ii) Mr. Dickson shall surrender the collateral securing the Allowed Class 36 Claim to the holder of the Allowed Class 36 Claim in full and complete satisfaction of the Class 36 Claim, thus providing the holder of the Allowed Class 36 Claim with the indubitable equivalent of the Allowed Class 36 Claim in accordance with section 1129(b)(2)(A)(iii) of the Code. Notwithstanding anything herein to the contrary, Mr. Dickson reserves the right to (a) value the Collateral securing the Class 36 Claim, (b) object to the amount of the Class 36 Claim, and (c) surrender or abandon the Collateral securing the Class 36 Claim prior to the Confirmation Hearing. In the event that the Collateral is surrendered or abandoned, or if the Collateral is valued by the Court, the holder of such Claim shall have the right to file, within the time established by the Court, a Claim for the amount, if any, by which the amount of such Claim exceeds the value of the Collateral, and the Allowed Amount of such deficiency claim shall be treated as an Allowed Class 50 Claim under the Plan.

(iii) Impairment. The Class 36 Claim is Impaired.

37. Class 37. Allowed Secured Claim of Fulton County Tax Commissioner (Mr. Dickson)

(i) Description. Class 37 consists of the Allowed Secured Claim held by the Fulton County Tax Commissioner with respect to real estate located at 0 Rosewood Drive NE Fulton County, Georgia, Parcel No. 17-0001-0004-020-7.

(ii) Treatment. At the option of Mr. Dickson, in his sole discretion, the Allowed Class 37 Claim shall be treated as follows: (i) the Allowed Amount of the Allowed Class 38 Claim shall be amortized, over a period of time equal to sixty (60) months less the number of months which shall have elapsed from the Dickson Petition Date through the Effective Date, using the rate of interest to which the holder of the Allowed Class 37 Claim is entitled under applicable non-bankruptcy law and 11 U.S.C. § 511. The holder of the Allowed Class 37 Claim shall be paid monthly payments of principal and interest based on the foregoing amortization commencing on the later of (x) twenty (20) days after the Effective Date, or (y) the date on which such Claim becomes an Allowed Class 37 Claim by Final Order of the Court, and each month thereafter until paid in full; or (ii) Mr. Dickson shall surrender the collateral securing the Allowed Class 37 Claim to the holder of the Allowed Class 37 Claim in full and complete satisfaction of the Class 37 Claim, thus providing the holder of the Allowed Class 37 Claim with the indubitable equivalent of the Allowed Class 37 Claim in accordance with section 1129(b)(2)(A)(iii) of the Code. Notwithstanding anything herein to the contrary, Mr. Dickson reserves the right to (a) value the Collateral securing the Class 37 Claim, (b) object to the amount of the Class 37 Claim, and (c) surrender or abandon the Collateral securing the Class 37 Claim prior to the Confirmation Hearing. In the event that the Collateral is surrendered or abandoned, or if the Collateral is valued by the Court, the holder of such Claim shall have the right to file,

within the time established by the Court, a Claim for the amount, if any, by which the amount of such Claim exceeds the value of the Collateral, and the Allowed Amount of such deficiency claim shall be treated as an Allowed Class 50 Claim under the Plan.

(iii) Impairment. The Class 37 Claim is Impaired.

38. Class 38. Allowed Secured Claim of Fulton County Tax Commissioner (Mr. Dickson)

(i) Description. Class 38 consists of the Allowed Secured Claim held by the Fulton County Tax Commissioner with respect to real estate located at 0 Orm Circle NE # Rear, Fulton County, Georgia, Parcel No. 17-0053-0001-033-0.

(ii) Treatment. At the option of Mr. Dickson, in his sole discretion, the Allowed Class 38 Claim shall be treated as follows: (i) the Allowed Amount of the Allowed Class 38 Claim shall be amortized, over a period of time equal to sixty (60) months less the number of months which shall have elapsed from the Dickson Petition Date through the Effective Date, using the rate of interest to which the holder of the Allowed Class 38 Claim is entitled under applicable non-bankruptcy law and 11 U.S.C. § 511. The holder of the Allowed Class 38 Claim shall be paid monthly payments of principal and interest based on the foregoing amortization commencing on the later of (x) twenty (20) days after the Effective Date, or (y) the date on which such Claim becomes an Allowed Class 38 Claim by Final Order of the Court, and each month thereafter until paid in full; or (ii) Mr. Dickson shall surrender the collateral securing the Allowed Class 38 Claim to the holder of the Allowed Class 38 Claim in full and complete satisfaction of the Class 38 Claim, thus providing the holder of the Allowed Class 38 Claim with the indubitable equivalent of the Allowed Class 38 Claim in accordance with section 1129(b)(2)(A)(iii) of the Code. Notwithstanding anything herein to the contrary, Mr. Dickson reserves the right to (a) value the Collateral securing the Class 38 Claim, (b) object to the amount of the Class 38 Claim, and (c) surrender or abandon the Collateral securing the Class 38 Claim prior to the Confirmation Hearing. In the event that the Collateral is surrendered or abandoned, or if the Collateral is valued by the Court, the holder of such Claim shall have the right to file, within the time established by the Court, a Claim for the amount, if any, by which the amount of such Claim exceeds the value of the Collateral, and the Allowed Amount of such deficiency claim shall be treated as an Allowed Class 50 Claim under the Plan.

(iii) Impairment. The Class 38 Claim is Impaired.

39. Class 39. Allowed Secured Claim of Fulton County Tax Commissioner (Mr. Dickson)

(i) Description. Class 39 consists of the Allowed Secured Claim held by the Fulton County Tax Commissioner with respect to real estate located at 0 Olive Street, Fulton County, Georgia, Parcel No. 22-3341-1227-192-6.

(ii) Treatment. At the option of Mr. Dickson, in his sole discretion, the Allowed Class 39 Claim shall be treated as follows: (i) the Allowed Amount of the Allowed Class 40 Claim shall be amortized, over a period of time equal to sixty (60) months less the number of months which shall have elapsed from the Dickson Petition Date through the Effective Date, using the rate of interest to which the holder of the Allowed Class 39 Claim is entitled under applicable non-bankruptcy law and 11 U.S.C. § 511. The holder of the Allowed Class 39 Claim shall be paid monthly payments of principal and interest based on the foregoing amortization commencing on the later of (x) twenty (20) days after the Effective Date, or (y) the date on which such Claim becomes an Allowed Class 39 Claim by Final Order of the Court, and each month thereafter until paid in full ; or (ii) Mr. Dickson shall surrender the collateral securing the Allowed Class 39 Claim to the holder of the Allowed Class 39 Claim in full and complete satisfaction of the Class 39 Claim, thus providing the holder of the Allowed Class 39 Claim with the indubitable equivalent of the Allowed Class 39 Claim in accordance with section 1129(b)(2)(A)(iii) of the Code. Notwithstanding anything herein to the contrary, Mr. Dickson reserves the right to (a) value the Collateral securing the Class 39 Claim, (b) object to the amount of the Class 39 Claim, and (c) surrender or abandon the Collateral securing the Class 39 Claim prior to the Confirmation Hearing. In the event that the Collateral is surrendered or abandoned, or if the Collateral is valued by the Court, the holder of such Claim shall have the right to file, within the time established by the Court, a Claim for the amount, if any, by which the amount of such Claim exceeds the value of the Collateral, and the Allowed Amount of such deficiency claim shall be treated as an Allowed Class 50 Claim under the Plan.

(iii) Impairment. The Class 39 Claim is Impaired.

40. Class 40. Allowed Secured Claim of Fulton County Tax Commissioner (Mr. Dickson)

(i) Description. Class 40 consists of the Allowed Secured Claim held by the Fulton County Tax Commissioner with respect to real estate located at 0 Olive Street, Fulton County, Georgia, Parcel No. 22-3341-1227-193-4.

(ii) Treatment. At the option of Mr. Dickson, in his sole discretion, the Allowed Class 40 Claim shall be treated as follows: (i) the Allowed Amount of the Allowed Class 40 Claim shall be amortized, over a period of time equal to sixty (60) months less the number of months which shall have elapsed from the Dickson Petition Date through the Effective Date, using the rate of interest to which the holder of the Allowed Class 40 Claim is entitled under applicable non-bankruptcy law and 11 U.S.C. § 511. The holder of the Allowed Class 40 Claim shall be paid monthly payments of principal and interest based on the foregoing amortization commencing on the later of (x) twenty (20) days after the Effective Date, or (y) the date on which such Claim becomes an Allowed Class 40 Claim by Final Order of the Court, and each month thereafter until paid in full ; or (ii) Mr. Dickson shall surrender the collateral securing the Allowed Class 40 Claim to the holder of the Allowed Class 40 Claim in full and complete satisfaction of the Class 40 Claim, thus providing the holder of the Allowed Class 40 Claim with the indubitable equivalent of the Allowed Class 40 Claim in accordance with section 1129(b)(2)(A)(iii) of the Code. Notwithstanding anything herein to the contrary, Mr. Dickson

reserves the right to (a) value the Collateral securing the Class 40 Claim, (b) object to the amount of the Class 40 Claim, and (c) surrender or abandon the Collateral securing the Class 40 Claim prior to the Confirmation Hearing. In the event that the Collateral is surrendered or abandoned, or if the Collateral is valued by the Court, the holder of such Claim shall have the right to file, within the time established by the Court, a Claim for the amount, if any, by which the amount of such Claim exceeds the value of the Collateral, and the Allowed Amount of such deficiency claim shall be treated as an Allowed Class 50 Claim under the Plan.

(iii) Impairment. The Class 40 Claim is Impaired.

41. Class 41. Allowed Secured Claim of Fulton County Tax Commissioner (Mr. Dickson)

(i) Description. Class 41 consists of the Allowed Secured Claim held by the Fulton County Tax Commissioner with respect to real estate located at 0 Juniper Street, Fulton County, Georgia, Parcel No. 22-3341-1227-206-4.

(ii) Treatment. At the option of Mr. Dickson, in his sole discretion, the Allowed Class 41 Claim shall be treated as follows: (i) the Allowed Amount of the Allowed Class 41 Claim shall be amortized, over a period of time equal to sixty (60) months less the number of months which shall have elapsed from the Dickson Petition Date through the Effective Date, using the rate of interest to which the holder of the Allowed Class 41 Claim is entitled under applicable non-bankruptcy law and 11 U.S.C. § 511. The holder of the Allowed Class 41 Claim shall be paid monthly payments of principal and interest based on the foregoing amortization commencing on the later of (x) twenty (20) days after the Effective Date, or (y) the date on which such Claim becomes an Allowed Class 41 Claim by Final Order of the Court, and each month thereafter until paid in full; or (ii) Mr. Dickson shall surrender the collateral securing the Allowed Class 41 Claim to the holder of the Allowed Class 41 Claim in full and complete satisfaction of the Class 41 Claim, thus providing the holder of the Allowed Class 41 Claim with the indubitable equivalent of the Allowed Class 41 Claim in accordance with section 1129(b)(2)(A)(iii) of the Code. Notwithstanding anything herein to the contrary, Mr. Dickson reserves the right to (a) value the Collateral securing the Class 41 Claim, (b) object to the amount of the Class 41 Claim, and (c) surrender or abandon the Collateral securing the Class 41 Claim prior to the Confirmation Hearing. In the event that the Collateral is surrendered or abandoned, or if the Collateral is valued by the Court, the holder of such Claim shall have the right to file, within the time established by the Court, a Claim for the amount, if any, by which the amount of such Claim exceeds the value of the Collateral, and the Allowed Amount of such deficiency claim shall be treated as an Allowed Class 50 Claim under the Plan.

(iii) Impairment. The Class 41 Claim is Impaired.

42. Class 42. Allowed Secured Claim of Fulton County Tax Commissioner (Mr. Dickson)

(i) Description. Class 42 consists of the Allowed Secured Claim held by the Fulton County Tax Commissioner with respect to real estate located at 0 Juniper Street, Fulton County, Georgia, Parcel No. 22-3341-1227-207-2.

(ii) Treatment. At the option of Mr. Dickson, in his sole discretion, the Allowed Class 42 Claim shall be treated as follows: (i) the Allowed Amount of the Allowed Class 42 Claim shall be amortized, over a period of time equal to sixty (60) months less the number of months which shall have elapsed from the Dickson Petition Date through the Effective Date, using the rate of interest to which the holder of the Allowed Class 42 Claim is entitled under applicable non-bankruptcy law and 11 U.S.C. § 511. The holder of the Allowed Class 42 Claim shall be paid monthly payments of principal and interest based on the foregoing amortization commencing on the later of (x) twenty (20) days after the Effective Date, or (y) the date on which such Claim becomes an Allowed Class 42 Claim by Final Order of the Court, and each month thereafter until paid in full; or (ii) Mr. Dickson shall surrender the collateral securing the Allowed Class 42 Claim to the holder of the Allowed Class 42 Claim in full and complete satisfaction of the Class 42 Claim, thus providing the holder of the Allowed Class 42 Claim with the indubitable equivalent of the Allowed Class 42 Claim in accordance with section 1129(b)(2)(A)(iii) of the Code. Notwithstanding anything herein to the contrary, Mr. Dickson reserves the right to (a) value the Collateral securing the Class 42 Claim, (b) object to the amount of the Class 42 Claim, and (c) surrender or abandon the Collateral securing the Class 42 Claim prior to the Confirmation Hearing. In the event that the Collateral is surrendered or abandoned, or if the Collateral is valued by the Court, the holder of such Claim shall have the right to file, within the time established by the Court, a Claim for the amount, if any, by which the amount of such Claim exceeds the value of the Collateral, and the Allowed Amount of such deficiency claim shall be treated as an Allowed Class 50 Claim under the Plan.

(iii) Impairment. The Class 42 Claim is Impaired.

43. Class 43. Allowed Secured Claim of Macon County Tax Collector (Mr. Dickson)

(i) Description. Class 43 consists of the Allowed Secured Claim held by the Macon County Tax Collector. The Class 43 Claim is secured by a Lien against real property located at 1185 Hickory Hill Road, Highlands, North Carolina.

(ii) Treatment. The Allowed Class 43 Claim shall be amortized, over a period equal to sixty (60) months less the number of months that shall have elapsed from the Dickson Petition Date through the Effective Date, using the statutory rate of interest to which the holder of the Allowed Class 43 Claim is entitled under applicable non-bankruptcy law and 11U.S.C. § 511. The holder of the Allowed Class 43 Claim shall be paid monthly payments of principal interest based on the foregoing amortization commencing on the later of (x) twenty (20) days after the Effective Date, or (y) the date on which such Claim becomes an Allowed Class 43 Claim by

Final Order of the Court, and each month thereafter until paid in full . Notwithstanding anything herein to the contrary, Mr. Dickson reserves the right to (a) value the Collateral securing the Class 43 Claim, (b) object to the amount of the Class 43 Claim, and (c) surrender or abandon the Collateral securing the Class 43 Claim prior to the Confirmation Hearing. In the event that the Collateral is surrendered or abandoned, or if the Collateral is valued by the Court, the holder of such Claim shall have the right to file, within the time established by the Court, a Claim for the amount, if any, by which the amount of such Claim exceeds the value of the Collateral, and the Allowed Amount of such deficiency claim shall be treated as an Allowed Class 50 Claim under the Plan.

(iii) Impairment. The Class 43 Claim is Impaired.

44. **Class 44. Allowed Secured Claim of Monroe County Tax Collector (Mr. Dickson)**

(i) Description. Class 44 consists of the Allowed Secured Claim held by the Monroe County Tax Collector. The Class 44 Claim is secured by a Lien against real property located at 1128 Margaret Street, Key West, Florida.

(ii) Treatment. The Allowed Class 44 Claim shall be amortized, over a period equal to sixty (60) months less the number of months that shall have elapsed from the Dickson Petition Date through the Effective Date, using the statutory rate of interest to which the holder of the Allowed Class 44 Claim is entitled under applicable non-bankruptcy law and 11U.S.C. § 511. The holder of the Allowed Class 44 Claim shall be paid monthly payments of principal interest based on the foregoing amortization commencing on the later of (x) twenty (20) days after the Effective Date, or (y) the date on which such Claim becomes an Allowed Class 44 Claim by Final Order of the Court, and each month thereafter until paid in full. Notwithstanding anything herein to the contrary, Mr. Dickson reserves the right to (a) value the Collateral securing the Class 44 Claim, (b) object to the amount of the Class 44 Claim, and (c) surrender or abandon the Collateral securing the Class 44 Claim prior to the Confirmation Hearing. In the event that the Collateral is surrendered or abandoned, or if the Collateral is valued by the Court, the holder of such Claim shall have the right to file, within the time established by the Court, a Claim for the amount, if any, by which the amount of such Claim exceeds the value of the Collateral, and the Allowed Amount of such deficiency claim shall be treated as an Allowed Class 50 Claim under the Plan.

(iii) Impairment. The Class 44 Claim is Impaired.

45. **Class 45. Allowed Secured Claim of Monroe County Tax Collector (Mr. Dickson)**

(i) Description. Class 45 consists of the Allowed Secured Claim held by the Monroe County Tax Collector. The Class 45 Claim is secured by a Lien against real property located at 512-516 Angela Street, Key West, Florida.

(ii) Treatment. The Allowed Class 45 Claim shall be amortized, over a period equal to sixty (60) months less the number of months that shall have elapsed from the Dickson Petition Date through the Effective Date, using the statutory rate of interest to which the holder of the Allowed Class 45 Claim is entitled under applicable non-bankruptcy law and 11U.S.C. § 511. The holder of the Allowed Class 45 Claim shall be paid monthly payments of principal interest based on the foregoing amortization commencing on the later of (x) twenty (20) days after the Effective Date, or (y) the date on which such Claim becomes an Allowed Class 45 Claim by Final Order of the Court, and each month thereafter until paid in full. Notwithstanding anything herein to the contrary, Mr. Dickson reserves the right to (a) value the Collateral securing the Class 45 Claim, (b) object to the amount of the Class 45 Claim, and (c) surrender or abandon the Collateral securing the Class 45 Claim prior to the Confirmation Hearing. In the event that the Collateral is surrendered or abandoned, or if the Collateral is valued by the Court, the holder of such Claim shall have the right to file, within the time established by the Court, a Claim for the amount, if any, by which the amount of such Claim exceeds the value of the Collateral, and the Allowed Amount of such deficiency claim shall be treated as an Allowed Class 50 Claim under the Plan.

(iii) Impairment. The Class 45 Claim is Impaired.

4.46. Class 46. Allowed Secured Claim of Dekalb County Tax Commissioner (Mr. Dickson)

(i) Description. Class 46 consists of the Allowed Secured Claim held by the Dekalb County Tax Commissioner. The Class 46 Claim is secured by a Lien against real property located at 438 Hemlock Street, Atlanta, Georgia.

(ii) Treatment. At the option of Mr. Dickson, in his sole discretion, the Allowed Class 46 Claim shall be treated as follows: (i) the Allowed Amount of the Allowed Class 46 Claim shall be amortized, over a period of time equal to sixty (60) months less the number of months which shall have elapsed from the Dickson Petition Date through the Effective Date, using the rate of interest to which the holder of the Allowed Class 46 Claim is entitled under applicable non-bankruptcy law and 11 U.S.C. § 511. The holder of the Allowed Class 46 Claim shall be paid monthly payments of principal and interest based on the foregoing amortization commencing on the later of (x) twenty (20) days after the Effective Date, or (y) the date on which such Claim becomes an Allowed Class 46 Claim by Final Order of the Court, and each month thereafter until paid in full ; or (ii) Mr. Dickson shall surrender the collateral securing the Allowed Class 46 Claim to the holder of the Allowed Class 46 Claim in full and complete satisfaction of the Class 46 Claim, thus providing the holder of the Allowed Class 46 Claim with the indubitable equivalent of the Allowed Class 46 Claim in accordance with section 1129(b)(2)(A)(iii) of the Code. Notwithstanding anything herein to the contrary, Mr. Dickson reserves the right to (a) value the Collateral securing the Class 46 Claim, (b) object to the amount of the Class 46 Claim, and (c) surrender or abandon the Collateral securing the Class 46 Claim prior to the Confirmation Hearing. In the event that the Collateral is surrendered or abandoned, or if the Collateral is valued by the Court, the holder of such Claim shall have the right to file, within the time established by the Court, a Claim for the amount, if any, by which the amount of

such Claim exceeds the value of the Collateral, and the Allowed Amount of such deficiency claim shall be treated as an Allowed Class 50 Claim under the Plan.

(iii) Impairment. The Class 46 Claim is Impaired.

47. Class 47. Allowed Secured Claim of Katrina Anding (Hickory Hill)

(i) Description. Class 47 consists of the Allowed Secured Claim held by Katrina Anding. The Class 47 Claim is secured by a Lien against vacant parcels of real estate located at Richmond Street and Rosewood Drive, Atlanta, Georgia.

(ii) Treatment. At the option of Mr. Dickson, in his sole discretion, the Allowed Class 47 Claim shall be treated as follows: (i) the Allowed Amount of the Allowed Class 47 Claim shall be amortized, over a period of seven (7) years using an interest rate of five percent (5%) per annum. The holder of the Allowed Class 47 Claim shall be paid monthly payments of principal and interest based on the foregoing amortization commencing on the later of (x) twenty (20) days after the Effective Date, or (y) the date on which such Claim becomes an Allowed Class 47 Claim by Final Order of the Court, and each month thereafter until paid in full; or (ii) Mr. Dickson shall surrender the collateral securing the Allowed Class 47 Claim to the holder of the Allowed Class 47 Claim in full and complete satisfaction of the Class 47 Claim, thus providing the holder of the Allowed Class 47 Claim with the indubitable equivalent of the Allowed Class 47 Claim in accordance with section 1129(b)(2)(A)(iii) of the Code. Notwithstanding anything herein to the contrary, Mr. Dickson reserves the right to (a) value the Collateral securing the Class 47 Claim, (b) object to the amount of the Class 47 Claim, and (c) surrender or abandon the Collateral securing the Class 47 Claim prior to the Confirmation Hearing. In the event that the Collateral is surrendered or abandoned, or if the Collateral is valued by the Court, the holder of such Claim shall have the right to file, within the time established by the Court, a Claim for the amount, if any, by which the amount of such Claim exceeds the value of the Collateral, and the Allowed Amount of such deficiency claim shall be treated as an Allowed Class 50 Claim under the Plan.

(iii) Impairment. The Class 47 Claim is Impaired.

4.48. Class 48. Allowed Other Secured Claims (Mr. Dickson)

(i) Description. Class 48 consists of Allowed Other Secured Claims against Dickson, other than the Allowed Class 3 through 5, 7 through 8, 31 through 42, and 44 through 46 Claims.

(ii) Treatment. The holders of Allowed Class 48 Claims shall receive, in full satisfaction, release and exchange for such Claim, at the sole option of Mr. Dickson: (i) each holder of an Allowed Other Secured Claim, including any interest on such Allowed Other Secured Claim required to be paid pursuant to section 506(b) of the Code, shall receive payment in full, in Cash, on the later of the Effective Date of the Plan and the date such Allowed Other Secured Claim becomes an Allowed Other Secured Claim, or as soon thereafter as is reasonably

practicable; or (ii) the Collateral securing the Allowed Class 48 Claim shall be surrendered to the holder of the Allowed Class 48 Claim, thus resulting in the holder of the Allowed Class 48 Claim receiving the indubitable equivalent of its Secured Claim under section 1129(b)(2)(A)(iii). Mr. Dickson reserves the right to obtain a determination of the value of any Secured Claim pursuant to section 506 of the Code. In the event that Mr. Dickson obtains such a determination, each such holder receiving the treatment set forth in the preceding sentence of this Section 4.48(b)(i) or (ii) shall have an Allowed Class 50 Claim for the amount by which the amount of the Allowed Claim exceeds the value of the Collateral, that is Property of the Dickson Estate, securing such Allowed Claim and provided that Mr. Dickson has personal liability for such deficiency claim.

(iii) Impairment. The Class 48 Claims are Unimpaired.

4.49. Class 49. Allowed Other Secured Claims (Hickory Hill)

(i) Description. Class 49 consists of Allowed Other Secured Claims against Hickory Hill, other than the Allowed Class 6, 9 through 30, 43 and 47 Claims.

(ii) Treatment. The holders of Allowed Class 49 Claims shall receive, in full satisfaction, release and exchange for such Claim, at the sole option of Hickory Hill: (i) each holder of an Allowed Other Secured Claim, including any interest on such Allowed Other Secured Claim required to be paid pursuant to section 506(b) of the Code, shall receive payment in full, in Cash, on the later of the Effective Date of the Plan and the date such Allowed Other Secured Claim becomes an Allowed Other Secured Claim, or as soon thereafter as is reasonably practicable; or (ii) the Collateral securing the Allowed Class 49 Claim shall be surrendered to the holder of the Allowed Class 49 Claim, thus resulting in the holder of the Allowed Class 49 Claim receiving the indubitable equivalent of its Secured Claim under section 1129(b)(2)(A)(iii). Hickory Hill reserves the right to obtain a determination of the value of any Secured Claim pursuant to section 506 of the Code. In the event that Hickory Hill obtains such a determination, each such holder receiving the treatment set forth in the preceding sentence of this Section 4.49(b)(i) or (ii) shall have an Allowed Class 51 Claim for the amount by which the amount of the Allowed Claim exceeds the value of the Collateral, that is Property of the Hickory Hill Estate, securing such Allowed Claim and provided that Hickory Hill has personal liability for such deficiency claim.

(iii) Impairment. The Class 49 Claims are Unimpaired.

50. Class 50. Allowed Unsecured Claims (Mr. Dickson)

(i) Description. Class 50 consists of the Allowed Unsecured Claims against Dickson.

(ii) Treatment. The Allowed Class 50 Claims shall be paid a distribution equal to twenty-five percent (25%) of the Allowed Amount of the Allowed Class 51 Claims. Each holder of an Allowed Class 50 Claim shall receive sixty (60) equal monthly payments calculated based on twenty-five percent (25%) of the Allowed Amount of the Allowed Class 50 Claim amortized over sixty (60) months using an interest rate of five percent (5%) per annum. Payments shall commence on the later of (i) twenty (20) days after the Effective Date, or (i) the date that the Claim becomes an Allowed Class 50 Claim by Final Order, and each consecutive month thereafter in accordance with Section 4.50(b) of the Plan.

- (iii) Impairment. The Class 50 Claims are Impaired.

51. Class 51. Allowed Unsecured Claims (Hickory Hill)

(i) Description. Class 51 consists of the Allowed Unsecured Claims against Hickory Hill.

(ii) Treatment. The Allowed Class 51 Claims shall be paid a distribution equal to twenty-five percent (25%) of the Allowed Amount of the Allowed Class 51 Claims. Each holder of an Allowed Class 51 Claim shall receive sixty (60) equal monthly payments calculated based on twenty-five percent (25%) of the Allowed Amount of the Allowed Class 51 Claim amortized over sixty (60) months using an interest rate of five percent (5%) per annum. Payments shall commence on the later of (i) twenty (20) days after the Effective Date, or (i) the date that the Claim becomes an Allowed Class 51 Claim by Final Order, and each consecutive month thereafter in accordance with Section 4.51(b) of the Plan.

- (iii) Impairment. The Class 51 Claims are Impaired.

52. Class 52. Allowed Unsecured Claim of Nationstar Mortgage, LLC (Hickory Hill)

(i) Description. Class 52 consists of the Allowed Unsecured Claim of Nationstar Mortgage, LLC. NationStar Mortgage, LLC claims a Lien against a parcel of real estate owned by Hickory Hill on which a cottage is situated. An adjoining vacant parcel is owned by Mr. Dickson against which Nationstar holds a Lien. Nationstar Mortgage, LLC and the Debtors are parties to litigation pending in North Carolina in which Nationstar Mortgage, LLC seeks reformation of a mortgage in an effort to extend its Lien to both the vacant lot and the adjoining lot on which the cottage is located.

(ii) Treatment. In consideration for Nationstar Mortgage, LLC's voting in favor of the Plan, the Debtors agree to resolve the pending litigation by agreeing that the Lien recorded in favor of Nationstar Mortgage, LLC shall encumber both lots, i.e., the vacant lot and the adjoining lot on which the cottage is located. Thus, the Allowed Class 52 Claim shall be treated for Plan purposes and paid as an Allowed Class 4 Claim. The holder of the Allowed Class 52 Claim shall retain the Lien, as extended to both lots located at 1185 Hickory Hill Road, Highlands North Carolina, in order to secure the Allowed Class 52 Claim.

- (iii) Impairment. The Class 52 Claim is Impaired.

4.53. Class 53. Allowed Membership Interests (Hickory Hill)

(i) Description. Class 53 consists of Allowed Membership Interests in Hickory Hill.

(ii) Treatment. The holders of Allowed Class 53 Interests shall retain their Interests in Hickory Hill. Provided that Hickory Hill remains current under the Plan, the holders of Allowed Class 53 Interests shall be entitled to income, wages and/or distributions in the ordinary course of Hickory Hill's business, as may be determined by Hickory Hill in accordance with the operating agreement of Hickory Hill and/or applicable law.

(iii) Impairment. The Class 53 Interests are Impaired.

E. Provisions Regarding Voting and Distributions Under the Plan and Treatment of Disputed, Contingent and Unliquidated Claims and Interests

1. Voting of Claims and Interests

Each holder of an Allowed Claim or Membership Interest in an Impaired Class of Claims or Membership Interests that is entitled to vote on the Plan pursuant to the Code shall be entitled to vote separately to accept or reject the Plan as provided in such order as may be entered by the Court establishing certain procedures with respect to the solicitation and tabulation of votes to accept or reject the Plan, or any other order or orders of the Court.

The Plan is a joint Plan filed by and on behalf of the Debtors. The Debtors have filed a joint Plan in order to minimize attorneys' fees, costs and related costs of administration. However, only Ballots filed by Creditors holding Claims against Hickory Hill will be calculated in determining whether Hickory Hill has met the requirements for Confirmation under sections 1126 and 1129 of the Code. Likewise, only Ballots filed by Creditors holding Claims against Mr. Dickson will be calculated in determining whether Mr. Dickson has met the requirements for Confirmation under sections 1126 and 1129 of the Code.

2. Nonconsensual Confirmation ("Cramdown")

Notwithstanding that any Impaired Class of Claims or Membership Interests entitled to vote does not accept the Plan by the statutory majorities required by section 1126(c) of the Code, the Debtors are requesting confirmation of the Plan under the cram down provisions of section 1129(b) of the Code.

3. Method of Distribution Under the Plan

(a) Subject to Rule 9010, and except as otherwise provided in Section 5.03 of the Plan, all Distributions under the Plan shall be made by the Reorganized Debtors to the holder of each Allowed Claim at the address of such holder as listed on the Schedules as of the Distribution Record Date unless the Debtors or Reorganized Debtors has been notified in writing of a change of address, including by the filing of a proof of Claim by such holder that provides an address different from the address reflected on the Schedules.

(b) Any payment of Cash made by the Reorganized Debtors pursuant to the Plan shall be made by check drawn on a domestic bank or by wire transfer.

(c) Any payment or Distribution required to be made under the Plan on a day other than a Business Day shall be made on the next succeeding Business Day.

(d) No payment of Cash less than one hundred dollars (\$100.00) shall be made by the Reorganized Debtors to any holder of a Claim unless a request therefor is made in writing to the Reorganized Debtors, or unless the Distribution is a final Distribution.

(e) When any Distribution on account of an Allowed Claim pursuant to the Plan would otherwise result in a Distribution that is not a whole number, the actual distribution shall be rounded as follows: (i) fractions of $\frac{1}{2}$ or greater shall be rounded to the next higher whole number, and (ii) fractions of less than $\frac{1}{2}$ shall be rounded to the next lower whole number. Cash to be distributed pursuant to the Plan shall be adjusted as necessary to account for the rounding provided in Section 5.03(e) of the Plan.

(f) Any Distributions of Cash or other property under the Plan which are unclaimed for a period of six (6) months after the Distribution Date shall be vested in the Reorganized Debtors and any entitlement of any holder of any Claim to such Distributions shall be extinguished and forever barred.

(g) At the close of business on the Distribution Record Date, the claims register shall be closed, and there shall be no further changes in the record holders of any Claims. The Debtors, the Reorganized Debtors and any Disbursing Agent shall have no obligation to recognize any transfer of any Claims occurring after the Distribution Record Date; provided, however, that the foregoing will not be deemed to prohibit the sale or transfer of any Claim subsequent to the Distribution Record Date and prior to the Effective Date. The Debtor, the Reorganized Debtors and any Distribution Agent shall instead be entitled to recognize and deal for all purposes under the Plan with only those record holders as of the close of business on the Distribution Record Date.

4. Distributions Withheld for Disputed General Unsecured Claims

(a) Establishment and Maintenance of Reserve

The Reorganized Debtors shall reserve from the Distributions to be made on such Distribution Dates to the holders of Allowed Claims, an amount equal to one-hundred percent (100%) of the Distributions to which holders of Disputed Claims would be entitled under the Plan as of such dates if such Disputed Claims were Allowed Claims in their Disputed Claim Amounts or as estimated by the Debtor or the Court in accordance with Section 5.04 of the Plan (the “Disputed Claims Reserve”).

(b) Property Held in Disputed Claims Reserve

Cash in the Disputed Claims Reserve shall (together with all other accretions or distributions thereon) be held in trust by the Reorganized Debtors for the benefit of the potential recipients of such Cash and shall not constitute property of the Reorganized Debtors.

(c) Distributions Upon Allowance of Disputed General Unsecured Claims

The holder of a Disputed Claim that becomes an Allowed Claim subsequent to the any Distribution Date shall receive distributions of Cash and any other consideration from the Disputed Claims Reserve from the Reorganized Debtors within ten (10) days following the date on which such Disputed Claim becomes an Allowed Claim pursuant to a Final Order. Such Distributions shall be made in accordance with the Plan.

(d) No Surplus Distributions to Holders of Allowed General Unsecured Claims.

To the extent that a Disputed Claim is not Allowed or becomes an Allowed Claim in an amount less than the Disputed Claim, the excess of Cash and any other consideration in the Disputed Claims Reserve over the amount of Cash and any other consideration actually distributed on account of such Disputed Claim shall vest in the Reorganized Debtors.

(e) Expenses of Disputed Claims Reserve

Except as otherwise ordered by the Court, the amount of any reasonable expenses incurred by the Reorganized Debtors or the Disbursing Agent on or after the Effective Date with respect to the Disputed Claims Reserve shall be paid by the Reorganized Debtors.

5. Procedures for Allowance or Disallowance of Disputed Claims

(a) Objections to and Resolution of Administrative Claims and Claims

Except as to applications for allowance of compensation and reimbursement of expenses under sections 330 and 503 of the Code, the Reorganized Debtors shall have the exclusive right to make and file objections to Administrative Claims and Claims subsequent to the Effective Date. All objections shall be litigated to Final Order; provided, however, that following the Effective Date, the Reorganized Debtors shall have the authority to compromise, settle, otherwise resolve or withdraw any of their objections without approval of the Court, except as otherwise provided herein. Unless otherwise ordered by the Court, the Debtors or the Reorganized Debtors, as the case may be, shall file all objections to Claims and serve such objections upon the holder of the Claim as to which the objection is made as soon as is practicable, but in no event later than one hundred twenty (120) days after the Effective Date or such later date as may be approved by the Court. The Debtors or the Reorganized Debtors, as the case may be, reserve the right to object to Administrative Claims as such claims arise in the ordinary course of business. The Reorganized Debtors shall bear all costs and expenses relating to the investigation and prosecution of Disputed Claims from and after the Effective Date.

(b) No Distribution Pending Allowance

Notwithstanding any other provision of the Plan, if any portion of a Claim is disputed, the full amount of such Claim shall be treated as a Disputed Claim for purposes of this Plan, and no payment or Distribution provided under the Plan shall be made on account of such unless and until such Disputed Claim becomes an Allowed Claim (in whole or in part).

(c) Disallowed Claims

All Claims or Membership Interests held by Persons against whom the Debtors, or Reorganized Debtors have commenced an Action under sections 542, 543, 544, 545, 547, 548, 549, and/or 550 of the Code, shall be deemed “disallowed” Claims or Membership Interests pursuant to section 502(d) of the Code and holders of such Claims or Membership Interests shall not be entitled to vote to accept or reject the Plan. Claims or Membership Interests that are deemed disallowed pursuant to Section 5.05(e) of the Plan shall continue to be disallowed for all

purposes until the Avoidance Action against such party has been settled or resolved by Final Order and any sums due to the Estate from such party have been paid.

6. Disbursing Agent

The Reorganized Debtors shall act as Disbursing Agents under the Plan with respect to all Distributions on account of Allowed Claims. Any Disbursing Agent may employ or contract with other entities to assist in or make the Distributions required by the Plan. Each Disbursing Agent will serve without bond. The Reorganized Debtors shall hold all reserves and accounts pursuant to the Plan, the Disputed Claims Reserve.

7. Setoffs and Recoupment

The Debtors may, but shall not be required to, set off (pursuant to the provisions of sections 553 and 362 of the Code or other applicable law) against or recoup from any Claim and the payments to be made pursuant to the Plan in respect of such Claim, any Claims of any nature whatsoever that the Debtors may have against the claimant, but neither the failure to do so nor the allowance of any Claim hereunder shall constitute a waiver or release by the Debtors of any setoff or recoupment right they may have against the holder of such Claim.

8. Allocation of Plan Distributions Between Principal and Interest

To the extent that any Allowed Claim entitled to a Distribution under the Plan is comprised of indebtedness and accrued but unpaid interest thereon, such distribution shall be allocated to the principal amount (as determined for federal income tax purposes) of the Claim first, and then to accrued but unpaid interest.

9. Estimations of Claims

For purposes of calculating and making Distributions under the Plan, the Debtors or Reorganized Debtors, as applicable, shall be entitled to estimate, in good faith and with due regard to litigation risks associated with Disputed Claims, the maximum dollar amount of Allowed and Disputed Claims, inclusive of contingent and/or unliquidated Claims in a particular Class. The Debtors and the Reorganized Debtors may at any time request that the Court estimate any contingent or unliquidated Claim pursuant to section 502(c) of the Code or otherwise regardless of whether the Debtors or Reorganized Debtors previously objected to such Claim or whether the Court has ruled on any such objection, and the Court will retain jurisdiction to estimate any Claim at any time during litigation concerning such objection to any Claim, including without limitation, during the pendency of any appeal relating to any such objection. In the event that the Court estimates any contingent or unliquidated Claim, the amount so estimated shall constitute either the Allowed Amount of such Claim or a maximum limitation on the amount of such Claim, as determined by the Court. If the estimated amount constitutes a maximum limitation on the amount of such Claim, the Debtors or the Reorganized Debtors may pursue supplementary proceedings to object to the allowance of such Claim. All of the foregoing objection, estimation, and resolution procedures are intended to be cumulative and not exclusive of one another. Claims may be estimated and subsequently compromised, settled, withdrawn, or resolved by any mechanism approved by the Court.

10. No Recourse

Notwithstanding that the Allowed Amount of any particular Disputed Claim is reconsidered under the applicable provisions of the Code and Rules or is Allowed in an amount for which after application of the payment priorities established by the Plan there is insufficient value to provide a recovery equal to that received by other holders of Allowed Claims in the respective Class, no Claim holder shall have recourse against the Disbursing Agent, the Debtors, the Reorganized Debtors, or any of their respective Professionals, consultants, officers, directors, members, managers or Affiliates or their respective successors or assigns, or any of their respective property. However, nothing in the Plan shall modify any right of a holder of a Claim under section 502(j) of the Code. THE ESTIMATION OF CLAIMS AND ESTABLISHMENT OF RESERVES UNDER THE PLAN MAY LIMIT THE DISTRIBUTION TO BE MADE ON INDIVIDUAL DISPUTED CLAIMS, REGARDLESS OF THE AMOUNT FINALLY ALLOWED ON ACCOUNT OF SUCH DISPUTED CLAIMS.

11. Amendments to Claims

A Claim may be amended prior to the Confirmation Date only as agreed upon by the Debtors and the holder of such Claim, or as otherwise permitted by the Court, the Rules or applicable law. After the Confirmation Date, a Claim may not be amended without the authorization of the Court. Any amendment to a Claim filed after the Confirmation Date shall be deemed disallowed in full and expunged without any action by the Debtors, the Reorganized Debtors or the Estates, unless the Claim holder has obtained prior Court authorization for the filing of such amendment.

12. Postpetition Interest on Claims

Unless expressly provided in the Plan, the Confirmation Order, by order of the Court, or any contract, instrument, release, settlement or other agreement entered into in connection with the Plan, postpetition interest shall not accrue on or after the Petition Date on account of any Claim.

F. Treatment of Executory Contracts and Unexpired Leases

1. Assumption or Rejection of Executory Contracts and Unexpired Leases

(a) Executory Contracts and Unexpired Leases

The Code grants the Debtors the power, subject to the approval of the Court, to assume or reject executory contracts and unexpired leases. If an executory contract or unexpired lease is rejected, the other party to the agreement may file a claim for damages incurred by reason of the rejection. In the case of rejection of leases of real property, such damage claims are subject to certain limitations imposed by the Code.

Pursuant to sections 365(a) and 1123(b)(2) of the Code, all executory contracts and unexpired leases between the Debtors and any Person shall be deemed rejected by the Reorganized Debtors as of the Effective Date, except for any executory contract or unexpired lease (i) which previously has been assumed or rejected pursuant to an order of the Court entered

prior to the Effective Date, or (ii) as to which a motion for approval of the assumption or rejection of such executory contract or unexpired lease has been filed and served prior to the Effective Date.

(b) Schedules of Rejected Executory Contracts and Unexpired Leases; Inclusiveness

Each executory contract and unexpired lease that relates to the use or occupancy of real property shall be deemed to include (i) all modifications, amendments, supplements, restatements, or other agreements made directly or indirectly by any agreement, instrument, or other document that in any manner affects such executory contract or unexpired lease, without regard to whether such agreement, instrument or other document, and (ii) all executory contracts or unexpired leases appurtenant to the premises, including, without limitation, all easements, licenses, permits, rights, privileges, immunities, options, rights of first refusal, powers, uses, usufructs, reciprocal easement agreements, vault, tunnel or bridge agreements or franchises, and any other interests in real estate or rights in rem relating to such premises, unless any of the foregoing agreements previously have been assumed.

(c) Insurance Policies

Each of the Debtors' insurance policies and any agreements, documents or instruments relating thereto, including without limitation, any retrospective premium rating plans relating to such policies, shall be treated as executory contracts under the Plan; provided, however, any policy of insurance that was either renewed or purchased following the Dickson Petition Date or the Hickory Hill Petition Date, as the case may be, shall not be deemed an executory contract for purposes of the Plan. Notwithstanding the foregoing, distributions under the Plan to any holder of a Claim covered by any insurance policies and related agreements, documents or instruments that are assumed hereunder, shall comply with the treatment provided under the Plan. Nothing contained in the Plan shall constitute or be deemed a waiver or release of any Action that the Debtors may hold against any entity, including, without limitation, the insurers under any of the Debtors' policies of insurance.

(d) Approval of Assumption or Rejection of Executory Contracts and Unexpired Leases

Subject to the occurrence of the Effective Date, entry of the Confirmation Order shall constitute (i) the approval, pursuant to sections 365(a) and 1123(b)(2) of the Code, of the assumption of the executory contracts and unexpired leases assumed pursuant to Article VI of the Plan and (ii) the approval, pursuant to sections 365(a) and 1123(b)(2) of the Code, of the rejection of the executory contracts and unexpired leases rejected pursuant to the Plan.

2. Cure of Defaults

To the extent that cure payments are due with respect to an executory contract or unexpired lease to be assumed pursuant to the Plan, the amount of such cure payment shall be listed in the motions to assume. To the extent that the non-debtor party to any executory contract or unexpired lease disagrees with the cure amount disclosed, such party must file a notice of dispute with the Court and serve such notice on the Debtors by no later than five (5) days prior to

the hearing on the motion(s). Except as may otherwise be agreed to by the parties, within sixty (60) days after the Effective Date, the Reorganized Debtors shall cure any and all undisputed defaults under any executory contract or unexpired lease assumed pursuant to the Plan in accordance with section 365(b)(1) of the Code. All disputed defaults that are required to be cured shall be cured either within thirty (30) days of the entry of a Final Order determining the amount, if any, of the Debtors' or Reorganized Debtors' liability with respect thereto, or as may otherwise be agreed to by the parties. If there are any objections filed, the Court shall hold a hearing. In the event the Court determines that the cure amount is greater than the cure amount listed by the Debtors, the Reorganized Debtors may elect to reject the contract or unexpired lease and not pay such greater cure amount.

3. Bar Date for Filing Proofs of Claim Relating to Executory Contracts and Unexpired Leases Rejected Pursuant to the Plan

Claims arising out of the rejection of an executory contract or unexpired lease pursuant to the Plan must be filed with the Court and/or served upon the Debtors or Reorganized Debtors or as otherwise may be provided in the Confirmation Order, by no later than thirty (30) days after the earlier of (i) notice of entry of an order approving the rejection of such executory contract or unexpired lease, and (ii) notice of entry of the Confirmation Order. Any Claim not filed within such time will be forever barred from assertion against the Debtors, the Estates, the Reorganized Debtors and their property. Unless otherwise ordered by the Court, all Claims arising from the rejection of executory contracts and unexpired leases shall be treated as Unsecured Claims under the Plan.

G. Provisions Regarding Governance and Management of the Reorganized Debtor (Hickory Hill)

On the Effective Date, the management, control and operation of Hickory Hill shall become the general responsibility of Mr. Dickson, who shall, thereafter, have the responsibility for the management, control and operation of Hickory Hill.

1. Meetings of Members

In accordance with the operating agreement, as the same may be amended from time to time, the first annual meeting of the members of Reorganized Debtor (Hickory Hill) shall be held on a date selected by Mr. Dickson.

2. Operating Agreement

On the Effective Date, Mr. Dickson, as required of the Reorganized Debtor (Hickory Hill) shall authorize any actions necessary to implementing the Plan.

3. Selection of Manager

As of the Effective Date of the Plan, Mr. Dickson shall serve in accordance with applicable law, or the applicable organizational documents. Elections, removal and terms of managers will be in accordance with the operating agreement and limited liability company law.

4. Governance

The business and affairs of the Reorganized Debtor (Hickory Hill) shall be managed by Mr. Dickson.

5. Manager

Mr. Dickson, as manager, shall have full authority and discretion to manage the Reorganized Debtor (Hickory Hill) unless otherwise required by the operating agreement or applicable law. As of the Effective Date, the manager of the Reorganized Debtor (Hickory Hill) shall be Mr. Dickson. After the Effective Date, the manager of the Reorganized Debtor (Hickory Hill) shall be determined in accordance with the operating agreement or applicable law, in each case until resignation or removal in accordance with applicable law and the applicable organizational documents.

H. Implementation and Effect of Confirmation of the Plan

1. General

Upon confirmation of the Plan, and in accordance with the Confirmation Order, the Debtors or Reorganized Debtors, as the case may be, will be authorized to take all necessary steps, and perform all necessary acts, to consummate the terms and conditions of the Plan. In addition to the provisions set forth elsewhere in the Plan, the following shall constitute the means for implementation of the Plan.

Distributions under the Plan shall be made from (a) Hickory Hill's cash flow from operations, (b) Mr. Dickson's income from practicing law and receipt of social security benefits, and (c) Mr. Dickson's share of income/distributions generated directly or indirectly from his various real estate interests. The Debtors believe that the foregoing will be sufficient to satisfy all Distributions under the Plan.

The Reorganized Debtor (Hickory Hill) will be managed by and through Mr. Dickson as more fully described in the Disclosure Statement. Day-to-day operations will be managed by the Mr. Dickson and staff.

2. The Reorganized Debtors

Except as otherwise provided in the Plan, on the Effective Date of the Plan, all Assets of the respective Debtors shall be vested in the respective Reorganized Debtors, and the respective Reorganized Debtors shall assume all of the respective Debtors' rights, obligations and liabilities under the Plan.

3. Effectiveness of Securities, Instruments and Agreements

On the Effective Date, all documents entered into or documents issued pursuant to the Plan and/or any agreement entered into or instrument or document issued in connection with any of the foregoing, as applicable, shall become effective and binding upon the parties thereto in

accordance with their respective terms and conditions and shall be deemed to become effective simultaneously.

4. Limited Liability Company Action

On the Effective Date, all matters provided for under the Plan that would otherwise require approval of Hickory Hill's manager or members shall be deemed to have occurred and shall be in full force and effect from and after the Effective Date pursuant to the applicable law, without any requirement of further action by the manager and/or members of Hickory Hill.

5. Approval of Agreements

Entry of the Confirmation Order shall constitute approval of the transactions provided for under the Plan, subject to the occurrence of the Effective Date.

6. No Change of Control

Any acceleration, vesting or similar change of control rights of any Person under employment, benefit or other arrangements with Hickory Hill that could otherwise be triggered by the entry of the Confirmation Order or the consummation of the Plan or any of the transactions contemplated thereby shall be deemed to be waived and of no force or effect.

7. Restructuring Transactions

On and after the Effective Date, the Reorganized Debtors may enter into such transactions and may take such actions as may be necessary or appropriate to effect a restructuring of its respective business, subject to the terms, conditions and restrictions set forth in the operating agreement of, or otherwise applicable to, the Reorganized Debtors. Such restructuring may include one or more mergers, consolidations, restructures, dispositions, liquidations, or dissolutions, as may be determined by the Debtors or the Reorganized Debtors to be necessary or appropriate (collectively, the "Restructuring Transactions"). The actions to effect the Restructuring Transactions may include: (i) the execution and delivery of appropriate agreements or other documents of merger, consolidation, restructuring, disposition, liquidation, or dissolution containing terms that are consistent with the terms of the Plan and that satisfy the applicable requirements of applicable state law and such other terms to which the applicable entities may agree; (ii) the execution and delivery of appropriate instruments of transfer, assignment, assumption, or delegation of any asset, property, right, liability, duty, or obligation on terms consistent with the terms of the Plan and having such other terms to which the applicable entities may agree; (iii) the filing of appropriate certificates or articles of merger, consolidation, or dissolution pursuant to applicable state law; and (iv) all other actions that the applicable entities determine to be necessary or appropriate, including making filings or recordings that may be required by applicable state law in connection with such transactions. The Restructuring Transactions may include one or more mergers, consolidations, restructures, dispositions, liquidations, or dissolutions, as may be determined by the Reorganized Debtors to be necessary or appropriate to result in substantially all of the respective assets, properties, rights, liabilities, duties, and obligations of certain of the Reorganized Debtors vesting in one or more surviving, resulting or acquiring corporations. In each case in which the surviving, resulting, or acquiring corporation in any such transaction is a successor to a Reorganized

Debtors, such surviving, resulting, or acquiring corporation will perform the obligations of the Reorganized Debtors pursuant to the Plan to pay or otherwise satisfy the Allowed Claims against the Reorganized Debtors.

8. Operation of the Debtors in Possession Between the Confirmation Date and the Effective Date

The Debtors shall continue to operate as debtors in possession in the ordinary course, consistent with past practice, subject to the supervision of the Court and pursuant to the Code and the Rules during the period from the Confirmation Date through and until the Effective Date, and any obligation incurred by the Debtors during that period shall constitute a Post Confirmation Administrative Claim.

9. Administration After the Effective Date

Except as otherwise provided in this Plan, the Reorganized Debtors may operate their businesses, and may use, acquire, and dispose of their property, free of any restrictions of the Code and Rules from and after the Effective Date.

10. Term of Bankruptcy Injunction or Stays

All injunctions or stays provided for in this Case under sections 105 or 362 of the Code, or otherwise, and in existence on the Confirmation Date, shall remain in full force and effect until the entry of the Debtors' discharges.

11. Revesting of Assets

Except as otherwise provided in the Plan, pursuant to section 1141 of the Code, the Property of the Estates of the Debtors, including, without limitation, the Actions, shall revest in the Reorganized Debtors on the Effective Date, free and clear of all Liens, Claims and interests of holders of Claims and Membership Interests.

12. Causes of Action

(a) Actions. *As of the Effective Date, pursuant to section 1123(b)(3)(B) of the Code, any and all Actions accruing to the Debtors and Debtors in Possession, including, without limitation, actions under sections 510, 542, 544, 545, 547, 548, 549, 550, 551 and 553 of the Code, shall become assets of the Reorganized Debtors, and the Reorganized Debtors shall have the authority to commence and prosecute such Actions for the benefit of the Estates. The Reorganized Debtors as the case may be, shall continue to prosecute any Action pending on the Effective Date. Notwithstanding anything in the Plan to the contrary, and unless otherwise ordered by the Court, the Debtors preserve, and do not waive, any and all Actions, including, without limitation, Avoidance Actions against any party who may have received transfers of interest in property of the Debtors or payments within 90-days prior to the Petition Date, including, without limitation, any recipient listed in response to Question 3 on the Debtors' respective Statements of Financial Affairs. Additionally, Mr. Dickson retains, and does not waive, certain other pending or potential causes of action which Mr. Dickson believes he possesses. Specifically, Mr. Dickson believes he may have: (a) a potential cause of action*

for malpractice against the attorney or attorneys who may have committed malpractice in connection with the foreclosure sale of property located at 522 Margaret Street, Key West, Florida. Specifically, one of the attorneys may have neglected to file a motion for stay pending appeal which may have stayed the foreclosure sale; (b) a potential cause of action for malpractice against a lawyer may have neglected to commence a Chapter 11 proceeding on behalf of Mr. Dickson in time to stay the foreclosure sale; (c) a potential cause of action for malpractice against the attorney or attorneys in connection with the alleged failure to timely pursue an award of attorneys' fees and costs in connection with litigation pursued against Mr. Dickson but which was ultimately dismissed in Fulton County, Georgia; (d) all claims and causes of action in the action of Dickson, et al. v. Holtkamp, Case No. 2009-CA-2072-K pending in the Circuit Court for the Sixteenth Judicial Circuit in and for Monroe County, Florida; and (e) any and all potential causes of action by Mr. Dickson against individual(s) or entities through which such individuals act in connection with the acquisition of tax "fifas," tax deeds, redemption of the foregoing and related matters occurring in Fulton County, Georgia.

(b) Ordinary Course Actions. The Debtors, the Reorganized Debtors and their counsel shall be entitled to pursue actions for breach of contract, actions to collect receivables, and other similar actions which may arise in the ordinary course of business (the "Ordinary Course Actions").

13. Objections to Claims

The Debtors or the Reorganized Debtors, as the case may be, shall pursue any objections to Claims.

14. Settlements

After the Effective Date, the Reorganized Debtors shall have the authority to compromise and settle, otherwise resolve, discontinue, abandon or dismiss all such Actions with the approval of the Court. Any settlement or compromise of any Action or objection to Claim shall be subject to final approval of the Bankruptcy Court and the standards applicable under Rule 9019.

15. Discharge of Debtors

The rights afforded herein and the treatment of all Claims and Membership Interests in the Plan shall be in exchange for and in complete satisfaction, discharge (in accordance with the Code) and release of Claims and Membership Interests of any nature whatsoever, including any interest accrued on such Claims from and after the Dickson Petition Date and the Hickory Hill Petition Date, as applicable, against the Debtors and the Debtors in Possession, the Estates, or any of the assets or properties under the Plan. Except as otherwise provided herein, (i) upon entry of the Debtors' discharge, all such Claims against, and Interests in, the Debtors shall be satisfied, discharged and released in full, and (ii) as of the Effective Date, all Persons shall be precluded and enjoined from asserting against the Reorganized Debtors, their successors and assigns, or their assets or properties any other or further Claims based upon any act or omission, transaction or other activity of any kind or nature that occurred prior to the Confirmation Date,

whether or not such holder has filed a proof of Claim or Proof of Membership Interest and whether or not such holder has voted to accept or reject the Plan. Notwithstanding the foregoing, nothing in the Plan shall release, discharge, enjoin or preclude any Claim that has not arisen as of the Effective Date that any governmental unit may have against the Debtor and nothing in the Plan shall release, nullify or enjoin the enforcement of any liability to a governmental unit under environmental statutes or regulations that any entity would be subject to as the owner or operator of property after the date of entry of the Confirmation Order.

Notwithstanding anything to the contrary in this Plan, the Debtors reserve the right to request an early discharge in accordance with applicable law.

16. Injunction Related to Discharge

Except as otherwise expressly provided in the Plan, the Confirmation Order or a separate order of the Court, all Persons who have held, hold or may hold Claims against, or Interests in the Debtors, 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 with respect to any such Claim or Interest, (ii) enforcing, attaching, collecting or recovering by any manner or means of any judgment, award, decree or order against the Debtors or any party who may be liable with any of the Debtors on account of any such Claim or Interest, (iii) creating, perfecting or enforcing any Lien or asserting control of any kind against the Debtors or any party who may be liable with any of the Debtors on account of such Claim or against the property or interests in property of the Debtors or any party who may be liable with the Debtors on account of any such Claim or Interest, and (iv) asserting any right of setoff, subrogation or recoupment of any kind against any obligation due from the Debtors or against the property or interests in property of the Debtors on account of any such Claim or Interest. Such injunctions shall extend to successors and assigns of the Debtors and any party who may be liable with the Debtors on account of any Claim and their respective properties and interests in property. Notwithstanding anything herein or in the Plan to the contrary, and with respect to any Person who may be liable with the Debtors on account of any Claim, the foregoing injunction shall be enforceable so long as the Debtors do not default (that is not timely cured) in the treatment afforded to the holder of the Claim under the Plan.

17. Injunction Against Interference with the Plan

Upon the entry of a Confirmation Order with respect to the Plan, all holders of Claims and other parties in interest, along with their respective present or former employees, agents, officers, directors, or principals, shall be enjoined from taking any actions to interfere with the implementation or consummation of the Plan, except with respect to actions any such entity may take in connection with the pursuit of appellate rights.

I. Confirmation and Effectiveness of the Plan

1. Conditions Precedent to Confirmation

The Plan shall not be confirmed by the Court unless and until the following conditions shall have been satisfied or waived pursuant to Section 8.01 of the Plan:

(a) The Confirmation Order shall be in form and substance reasonably acceptable to the Debtors and shall include, among other things, a finding of fact that the Debtors, the Reorganized Debtors, and their respective members, employees, advisors, attorneys, and agents acted in good faith within the meaning of and with respect to all of the actions described in section 1125(e) of the Code and are, therefore, not liable for the violation of any applicable law, rule or regulation governing such actions; and

(b) The Clerk of the Court shall have entered the Confirmation Order on the Docket.

2. Conditions Precedent to Effectiveness

The Plan shall not become effective unless and until the following conditions have been satisfied or waived pursuant to Section 8.02 of the Plan:

(a) The Confirmation Order shall have been entered and shall be a Final Order (with no modification or amendment thereof), and there shall be no stay or injunction that would prevent the occurrence of the Effective Date; and

(b) The statutory fees owing to the United States Trustee shall have been paid in full.

3. Effect of Failure of Conditions

If each condition to the Effective Date specified in the Plan has not been satisfied or duly waived within ninety (90) days after the Confirmation Date, then upon the filing of a motion by the Debtors made before the time that all conditions have been satisfied or duly waived, the Confirmation Order will be vacated by the Court; provided, however, that notwithstanding the filing of such a motion, the Confirmation Order shall not be vacated if each of the conditions to the Effective Date is either satisfied or duly waived before the Court enters an order granting the relief requested in such motion. If the Confirmation Order is vacated, the Plan shall be deemed null and void in all respects, including without limitation the discharge of Claims pursuant to section 1141 of the Code and the assumptions or rejections of executory contracts and unexpired leases as provided by the Plan, and nothing contained herein shall (1) constitute a waiver or release of any Action by, or Claims against, the Debtors, or (2) prejudice in any manner the rights of the Debtors, any Creditor or party in interest.

4. Waiver of Conditions

The Debtors may waive one or more of the conditions precedent to confirmation of the Plan, or the condition precedent to effectiveness of the Plan set forth in Section 8.02 of the Plan. The Debtors may waive in writing one or more of the other conditions precedent to confirmation and effectiveness of the Plan, without further notice to parties in interest or the Court without a prior hearing.

J. Summary of Other Provisions of the Plan

The following paragraphs summarize certain other significant provisions of the Plan. The Plan should be referred to for the complete text of these and other provisions of the Plan.

1. Retention of Jurisdiction

The Court shall have exclusive jurisdiction of all matters arising out of, and related to, the Case and the Plan pursuant to, and for the purposes of, sections 105(a) and 1142 of the Code and for, among other things, the following purposes:

(a) to hear and determine pending applications for the assumption or rejection of executory contracts or unexpired leases, if any are pending, and the allowance of Claims resulting therefrom;

(b) to determine any and all adversary proceedings, motions, applications and contested matters, and other litigated matters pending on the Confirmation Date;

(c) to hear and determine all Actions, including, without limitation, Actions commenced by the Debtors, Reorganized Debtors, or any other party in interest with standing to do so, pursuant to sections 505, 542, 543, 544, 545, 547, 548, 549, 550, 551, and 553 of the Code, collection matters related thereto, and settlements thereof;

(d) to hear and determine any objections to or the allowance, classification, priority, compromise, estimation or payments of any Administrative Claims, Claims or Membership Interests;

(e) to ensure that Distributions to holders of Allowed Claims are accomplished as provided in the Plan;

(f) to enter and implement such orders as may be appropriate in the event the Confirmation Order is for any reason stayed, revoked, modified or vacated;

(g) to issue such orders in aid of execution and consummation of the Plan, to the extent authorized by section 1142 of the Code;

(h) to consider any amendments to or modifications of the Plan, to cure any defect or omission, or to reconcile any inconsistency in the Plan, or any order of the Court, including, without limitation, the Confirmation Order;

(i) to hear and determine all applications for compensation and reimbursement of expenses of Professionals under sections 330, 331, and 503(b) of the Code;

(j) to hear and determine disputes arising in connection with the interpretation, implementation or enforcement of the Plan;

(k) to recover all Assets of the Debtors and Property of the Estate, wherever located;

(l) to determine any Claim of or any liability to a governmental unit that may be asserted as a result of the transactions contemplated herein;

(m) to enforce the Plan, the Confirmation Order and any other order, judgment, injunction or ruling entered or made in the Case, including, without limitation, the discharge, injunction, exculpation and releases provided for in the Plan;

(n) to take any action and issue such orders as may be necessary to construe, enforce, implement, execute, and consummate the Plan or to maintain the integrity of the Plan following consummation;

(o) to hear and determine matters concerning state, local and federal taxes in accordance with sections 346, 505, and 1146 of the Code (including, but not limited to, an expedited determination under section 505(b) of the Code of the tax liability of the Debtors for all taxable periods through the Effective Date for all taxable periods of the Debtors through the liquidation and dissolution of such entity);

(p) to hear any other matter not inconsistent with the Code; and

(q) to enter a final decree closing each Case; provided however, that nothing in the Plan shall divest or deprive any other court or agency of any jurisdiction it may have over the Reorganized Debtors under applicable environmental laws.

2. Effectuating Documents and Further Transactions.

The Debtors or Reorganized Debtors, as the case may be, are authorized to execute, deliver, file or record such contracts, instruments, releases and other agreements or documents and take such actions as may be necessary or appropriate to implement, effectuate and further evidence the terms and conditions of the Plan and any notes or other interests issued pursuant to the Plan.

3. Exemption from Transfer Taxes

Pursuant to section 1146(c) of the Code, the issuance, transfer or exchange of notes or other interests under the Plan, creation of any mortgage, deed of trust or other security interest, the making or assignment of any lease or sublease, or the making or delivery of any instrument of transfer under, in furtherance of, or in connection with the Plan, including, without limitation, any merger agreements or agreements of consolidation, deeds, bills of sale or assignments executed in connection with any of the transactions contemplated by the Plan, shall not be subject to any stamp, real estate transfer, mortgage recording, or other similar tax.

4. Authorization to Request Prompt Tax Determinations.

The Reorganized Debtors are authorized to request an expedited determination under section 505(b) of the Code of the tax liability of the Debtors, for all taxable periods through the Effective Date.

5. Exculpation.

Subject to the occurrence of the Effective Date, and except as otherwise provided in the Plan, neither the Debtors nor any of their respective members, agents, financial advisors,

attorneys, employees, holders of Interests, affiliates and representatives (the “Exculpated Parties”) shall have or incur any liability to any holder of a Claim or Interest for any act or omission in connection with, related to, or arising out of, the Case, the Plan, the pursuit of confirmation of the Plan, the consummation of the Plan or the administration of the Plan or the property to be distributed under the Plan; provided, however, that the foregoing shall not operate as a waiver or release for (i) any express contractual obligation owing by any such Person, and (ii) willful misconduct or gross negligence, and, in all respects, the Exculpated Parties shall be entitled to rely upon the advice of counsel with respect to their duties and responsibilities under the Plan; provided further that nothing in the Plan shall, or shall be deemed to, release the Exculpated Parties, or exculpate the Exculpated Parties with respect to, their respective obligations or covenants arising pursuant to the Plan; provided further that the foregoing shall not operate as a waiver or release of Claims by governmental entities arising under environmental laws.

6. Injunction Relating to Exculpation

The Confirmation Order will contain an injunction, effective on the Effective Date, permanently enjoining the commencement or prosecution by the Debtors, the Reorganized Debtors and any other Person, whether derivatively or otherwise, of any Action or causes of action exculpated, released or discharged pursuant to this Plan against the Exculpated Parties.

7. Post-Effective Date Fees and Expenses

From and after the Effective Date, the Reorganized Debtors shall, in the ordinary course of business and without the necessity for any approval by the Court, pay the reasonable fees and expenses of Professionals thereafter incurred by the Reorganized Debtors, including, without limitation, those fees and expenses incurred in connection with the implementation and consummation of the Plan.

8. Payment of Statutory Fees

The Reorganized Debtors shall be responsible for timely payment of fees incurred pursuant to 28 U.S.C. § 1930(a)(6). After confirmation, the Reorganized Debtors shall file with the Court and serve on the United States Trustee a quarterly financial report regarding all income and disbursements, including all plan payments, for each quarter (or portion thereof) the Case remains open.

9. Amendment or Modification of Plan

Alterations, amendments or modifications of the Plan may be proposed in writing by the Debtors at any time prior to the Confirmation Date in conformity with section 1127(a) of the Code, provided that the Plan, as altered, amended or modified, satisfies the conditions of sections 1122, 1123 and 1129 of the Code, and the Debtors shall have complied with section 1125 of the Code. The Plan may be altered, amended or modified by the Debtors at any time after the Confirmation Date in conformity with section 1127(b) of the Code, provided that the Plan, as altered, amended or modified, satisfies the requirements of sections 1122 and 1123 of the Code and the Court, after notice and a hearing, confirms the Plan, as altered, amended or modified,

under section 1129 of the Code and the circumstances warrant such alterations, amendments or modifications. A holder of a Claim that has accepted the Plan shall be deemed to have accepted the Plan, as altered, amended or modified, if the proposed alteration, amendment or modification does not materially and adversely change the treatment of the Claim of such holder.

Prior to the Effective Date, the Debtors may make appropriate technical adjustments and modifications to the Plan without further order or approval of the Court.

10. Severability

In the event that the Court determines, prior to the Confirmation Date, that any provision in the Plan is invalid, void or unenforceable, such provision shall be invalid, void or unenforceable with respect to the holder or holders of such Claims or Membership Interests as to which the provision is determined to be invalid, void or unenforceable. The invalidity, voidness or unenforceability of any such provision shall in no way limit or affect the enforceability and operative effect of any other provision of the Plan. The Court, at the request of the Debtors, shall have the power to alter and interpret such term or provision to make it valid or enforceable to the maximum extent practicable, consistent with the original purpose of the term or provision held to be invalid, void, or unenforceable, and such term or provision shall then be applicable as altered or interpreted. The Confirmation Order shall constitute a judicial determination and shall provide that each term and provision of the Plan, as it may have been altered or interpreted in accordance with the foregoing, is valid and enforceable pursuant to its terms.

11. Revocation or Withdrawal of the Plan

The Debtors reserve the right to revoke or withdraw the Plan prior to the Confirmation Date. If the Debtors revoke or withdraw the Plan prior to the Confirmation Date, then the Plan shall be deemed null and void. In such event, nothing contained herein shall constitute or be deemed a waiver or release of any Claims or Actions by or against the Debtors or any other Person, an admission against interests of the Debtors, nor shall it prejudice in any manner the rights of the Debtors or any Person in any further proceedings involving the Debtors.

12. Binding Effect Notices

The Plan shall be binding upon and inure to the benefit of the Debtors, the holders of Claims and Membership Interests, and their respective successors and assigns, including, without limitation, the Reorganized Debtors.

13. Notices

All notices, requests and demands to or upon the Debtors or the Reorganized Debtors to be effective shall be in writing and, unless otherwise expressly provided in the Plan, shall be deemed to have been duly given or made when actually delivered or, in the case of notice by facsimile transmission, when received and telephonically confirmed, addressed as follows:

If to the Debtors:

With a copy to:

Seese, P.A.
Attention: Michael D. Seese, Esq.
101 N.E. 3rd Avenue, Suite 410
Ft. Lauderdale, Florida 33301
Telephone No. (954) 745-5897

If to the Reorganized Debtors:

Sam G. Dickson
512 Angela Street
Key West, Florida 33040

Hickory Hill 1185, LLC
Attn: Sam G. Dickson
512 Angela Street
Key West, Florida 33040 14. Governing Law

Except to the extent the Code, Rules or other federal law is applicable, or to the extent the Plan or any agreement entered into pursuant to the Plan provides otherwise, the rights and obligations arising under the Plan shall be governed by, and construed and enforced in accordance with, the laws of the State of Florida, without giving effect to the principles of conflicts of law of such jurisdiction.

15. Withholding and Reporting Requirements

In connection with the consummation of the Plan, the Debtors or the Reorganized Debtors, as the case may be, shall comply with all withholding and reporting requirements imposed by any federal, state, local or foreign taxing authority and all distributions hereunder shall be subject to any such withholding and reporting requirements.

16. Section 1125(e) of the Code

As of the Confirmation Date, the Debtors shall be deemed to have solicited acceptances of the Plan in good faith and in compliance with the applicable provisions of the Code. As of the Confirmation Date, the Debtors and their respective members, agents, financial advisors, attorneys, employees, Affiliates and representatives shall be deemed to have participated in good faith and in compliance with the applicable provisions of the Code in the offer and issuance of the new securities hereunder and, therefore, are not, and on account of such offer, issuance and solicitation shall not be, liable at any time for the violation of any applicable law, rule or regulation governing the solicitation of acceptances or rejections hereof or other offer under the Plan.

17. Filing of Additional Documents

On or before Substantial Consummation of the Plan, the Debtors shall file with the Court such agreements and other documents as may be necessary or appropriate to effectuate and further evidence the terms and conditions of the Plan.

18. No Admissions

Notwithstanding anything in the Plan to the contrary, nothing contained in the Plan shall be deemed as an admission by any Person with respect to any matter set forth in the Plan or herein.

19. Waiver of Bankruptcy Rule 3020(e) and 7062

The Debtors may request that the Confirmation Order include (a) a finding that Rules 3020(e) and 7062 shall not apply to the Confirmation Order, and (b) authorization for the Debtor to consummate the Plan immediately after entry of the Confirmation Order.

20. Time

In computing any period of time prescribed or allowed by the Plan, unless otherwise set forth herein or determined by the Court, the provisions of Rule 9006 shall apply.

21. Substantial Consummation

The Plan shall be deemed to be Substantially Consummated in accordance with sections 1101 and 1127(b) of the Code.

22. Post-Confirmation Conversion/Dismissal

A creditor or party in interest may bring a motion to convert or dismiss the Case under section 1112(b)(7) of the Code after entry of the Confirmation Order but prior to the Effective Date if there is a default in performing the conditions to effectiveness of the Plan. If the Court orders the Case converted to chapter 7 after the entry of the Confirmation Order, this Plan provides that property of the Estate that has not been disbursed pursuant to the provisions herein will revert in the chapter 7 estate and that the automatic stay will be reimposed upon the reverted property to the extent that relief from the stay was not previously authorized by the Court during the pendency of the Case. The Confirmation Order may also be revoked under certain limited circumstances. The Court may revoke the Confirmation Order if and only if such order was procured by fraud and if a party in interest brings a motion to revoke such Confirmation Order within 180 days after the entry of the Confirmation Order.

23. Final Decree

Once there has been Substantial Consummation of the Plan, the Reorganized Debtors shall file a motion with the Court to obtain a final decree to close the Cases.

24. Inconsistency

In the event of any inconsistency between the Plan and the Disclosure Statement, any Exhibit to the Plan or the Disclosure Statement or any other instrument or document created or executed pursuant to the Plan, the Plan shall govern. In the event of any inconsistency between the Plan and the Confirmation Order, the Confirmation Order shall govern.

25. No Interest or Attorneys' Fees

Except as otherwise provided under the Plan, or as ordered by the Court, no interest, penalty or other charge, including any late charge, arising from and after the Filing Date, and no award or reimbursement of any attorneys' fees or other related cost or disbursement, shall be allowed on, or in connection with, any Claim, unless otherwise provided under the Plan or awarded by the Court.

26. Successors and Assigns

This Plan and all the provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

27. Headings

The headings of articles, paragraphs and sub-paragraphs in this Plan are inserted for convenience only and shall not affect the interpretation of any provision of this Plan.

28. No Penalty for Prepayment

Neither the Debtors nor the Reorganized Debtors shall be liable for payment of any sum or interest in the form of a penalty relating to the partial or full prepayment of any Claim treated under the Plan. The Reorganized Debtors shall be permitted to make any partial or full prepayment of any Claim treated under the Plan.

29. Savings Clause

Any minor defect or inconsistency in the Plan may be corrected or amended by the Confirmation Order.

30. Remedy of Defects

After the Effective Date, the Reorganized Debtors may, with approval of the Court, and so long as it does not materially and adversely affect the interests of Creditors, remedy any defect or omission or reconcile any inconsistencies in the Plan or in the Confirmation Order in such manner as may be necessary to carry out the purposes and effect of the Plan and in form and substance satisfactory to the Reorganized Debtors.

VI.

CERTAIN RISK FACTORS TO BE CONSIDERED

HOLDERS OF CLAIMS AGAINST AND MEMBERSHIP INTERESTS IN THE DEBTORS SHOULD READ AND CONSIDER CAREFULLY THE FACTORS SET FORTH BELOW, AS WELL AS THE OTHER INFORMATION SET FORTH IN THIS DISCLOSURE STATEMENT (AND THE DOCUMENTS DELIVERED TOGETHER HERewith AND/OR INCORPORATED BY REFERENCE), PRIOR TO VOTING TO ACCEPT OR REJECT THE PLAN. THESE RISK FACTORS SHOULD NOT, HOWEVER, BE REGARDED AS CONSTITUTING THE ONLY RISKS INVOLVED IN CONNECTION WITH THE PLAN AND ITS IMPLEMENTATION.

A. Risk that Distributions Will be Less than Estimated by the Debtors

The ultimate recoveries under the Plan to holders of Claims are uncertain. The factors specified below assume that the Plan is approved by the Court and that the conditions precedent to the Effective Date of the Plan are satisfied or otherwise waived.

The Debtors reserve the right to object to the amount or classification of any Claim or Membership Interest. Thus, the estimates set forth in this Disclosure Statement cannot be relied upon by any Creditor whose Claim or Membership Interest is subject to a successful objection. Any holder of such Claim or Interest may not receive the estimated Distributions set forth herein.

A SUBSTANTIAL AMOUNT OF TIME MAY ELAPSE BETWEEN THE EFFECTIVE DATE AND THE RECEIPT OF A DISTRIBUTION UNDER THE PLAN, BECAUSE: (I) THE VARIOUS CLASSES OF CLAIMS, AS WELL AS THE CATEGORIES OF ADMINISTRATIVE AND PRIORITY TAX CLAIMS, MAY HAVE SUBSTANTIAL AND/OR COMPLICATED DISPUTED CLAIMS; AND (II) THE REORGANIZED DEBTORS MAY NOT REALIZE RECOVERIES FOR A DELAYED PERIOD RELATING TO CAUSES OF ACTION TO THE EXTENT THAT SUCH RECOVERIES ARE USED TO FUND DISTRIBUTIONS UNDER THE PLAN.

B. Industry Conditions and Financial Condition of Reorganized Debtors

1. Indebtedness

The degree to which the Reorganized Debtors are leveraged could have important consequences to holders of Allowed Claims, including the following:

- (a) the Reorganized Debtors' ability to obtain additional financing in the future for working capital, capital expenditures, general purposes or other purposes may be impaired or such financing may not be available on favorable terms;
- (b) a substantial portion of the Reorganized Debtors' cash flow from operations may be dedicated to the payment of principal and interest on indebtedness, thereby reducing the funds available for operations;

- (c) the Reorganized Debtors may experience some difficulty in meeting their debt service requirements as they become due and force the Reorganized Debtors to modify operations;
- (d) the Reorganized Debtors may be restricted in their ability to utilize asset sales as a means to create liquidity;
- (e) the Reorganized Debtors may be more highly leveraged than certain of competitors, which may place them in a competitive disadvantage; and
- (f) the Reorganized Debtors may be more vulnerable to a further downturn in general economic conditions or their businesses.

Even if the Plan is consummated, the Reorganized Debtors' businesses may not be able to generate sufficient cash flow from operations in the future to service their debt, make necessary capital expenditures or meet other cash needs. If the Reorganized Debtors are unable to service their indebtedness or to obtain additional financing, as needed, it would have a material adverse effect on the business and financial condition.

2. Objections to Classifications

Section 1122 of the Code provides that a plan may place a claim or an interest in a particular class only if such claim or interest is substantially similar to the other claims or interests of such class. The Debtors believe that the classification of Claims and Membership Interests under the Plan complies with the requirements set forth in the Code. However, there can be no assurance that the Court would reach the same conclusion.

3. Risk of Nonconfirmation of the Plan

Even if all Impaired Classes accept the Plan, the Plan might not be confirmed by the Court. Section 1129 of the Code sets forth the requirements for the confirmation and requires, among other things, that the confirmation of a plan of reorganization is not likely to be followed by the liquidation or the need for further financial reorganization of the debtor, and that the value of distributions to dissenting creditors and holders of membership interests not be less than the value of distributions such creditors and holders of membership interests would receive if the debtor was liquidated under chapter 7 of the Code. There can be no assurance, however, that the Court would also conclude that the requirements for confirmation of the Plan have been satisfied.

VII

CONFIRMATION OF THE PLAN

Under the Code, the following steps must be taken to confirm the Plan:

A. The Confirmation Hearing

The Code requires the Court, after notice, to hold a confirmation hearing before a plan of reorganization may be confirmed. The Confirmation Hearing in respect of the Plan has been scheduled in accordance with the Disclosure Statement Order, before the Honorable Laurel M.

Isicoff, United States Bankruptcy Judge, at the United States Bankruptcy Court, Southern District of Florida, Miami Division, C. Clyde Atkins United States Courthouse 301 N. Miami Avenue, Courtroom 8, Miami, Florida 33128. The Confirmation Hearing may be adjourned from time to time by the Court without further notice except for an announcement of the adjourned date made at the Confirmation Hearing. Any objection to Confirmation must be made in writing and specify in detail the name and address of the objector, all grounds for the objection and the amount of the Claim or number and type of shares of Interest held by the objector. The Court has directed that objections, if any, to Confirmation of the Plan be served and filed so that they are received in accordance with the Disclosure Statement Order. The Confirmation Hearing may be adjourned from time to time by the Court without further notice except for the announcement of the adjournment date made at the Confirmation Hearing or any adjourned Confirmation Hearing.

Objections to Confirmation of the Plan are governed by Rule 9014.

B. Requirements for Confirmation of the Plan

At the Confirmation Hearing, the Court will confirm the Plan only if all of the requirements of section 1129 of the Code are met. Among the requirements for Confirmation of the Plan are that the plan is (i) accepted by all Impaired classes of Claims and Membership Interests or, if rejected by an Impaired class, that the Plan “does not discriminate unfairly” and is “fair and equitable” as to such class, (ii) feasible, and (iii) in the “best interests” of creditors and holders of membership interests that are Impaired under the Plan.

1. Unfair Discrimination and Fair and Equitable Tests

To obtain nonconsensual confirmation of the Plan, the Court must determine that the Plan “does not discriminate unfairly” and is “fair and equitable” with respect to each impaired, non-accepting Class. The Code provides a non-exclusive definition of the phrase “fair and equitable.” The Code establishes “cram down” tests for secured creditors, unsecured creditors and holders of membership interests, as follows:

- (a) Secured Creditors. Either (i) each Impaired Secured Creditor retains its Liens securing its Secured Claim and receives on account of its Secured Claim deferred cash payments having a present value equal to the amount of its allowed Secured Claim, (ii) each Impaired Secured Creditor realizes the “indubitable equivalent” of its Allowed Secured Claim or (iii) the property securing the claim is sold free and clear of Liens with such Liens to attach to the proceeds of the sale and the treatment of such Liens on proceeds to be as provided in clause (i) or (ii) of this subparagraph.
- (b) Unsecured Creditors. Either (i) each non-accepting Impaired Unsecured Creditor class receives or retains under the Plan property of a value equal to the amount of its Allowed Claim or (ii) the holders of Claims and Interests that are junior to the Claims of the dissenting class will not receive any property under the Plan.
- (c) Membership Interests. Either (i) each holder of an Membership Interest will receive or retain under the Plan property of a value equal to the greatest of the

fixed liquidation preference to which such holder is entitled, the fixed redemption price to which such holder is entitled or the value of the Interest or (ii) the holder of an Interest that is junior to the non-accepting class will not receive or retain any property under the Plan.

2. Feasibility

The Code permits a plan to be confirmed if it is not likely to be followed by liquidation or the need for further financial reorganization.

3. Best Interests Test

With respect to each Impaired Class of Claims and Membership Interests, confirmation of a plan requires that each holder of a Claim or Membership Interest either (i) accept the Plan or (ii) receive or retain under the Plan property of a value, as of the effective date, that is not less than the value such holder would receive or retain if the Debtors were liquidated under chapter 7 of the Code. To determine what holders of Claims and Membership Interests of each Impaired Class would receive if the Debtors were liquidated under chapter 7, the Court must determine the dollar amount that would be generated from the liquidation of the Debtors' assets and properties in the context of a hypothetical chapter 7 liquidation case. The cash amount which would be available for satisfaction of Claims and Membership Interests would consist of the proceeds resulting from the disposition of the unencumbered assets and properties of the Debtors, augmented by the unencumbered cash held by the Debtors at the time of the commencement of the hypothetical liquidation case. Such cash amount would be reduced by the amount of the costs and expenses of the liquidation and by such additional Administrative and Priority Claims that might result from the termination of the Debtors' businesses and the use of chapter 7 for the purposes of liquidation.

The Debtors' costs of liquidation under chapter 7 would include the fees payable to a trustee in bankruptcy, as well as those that might be payable to attorneys and other professionals that such a trustee might engage. In addition, claims could arise by reason of any breach or rejection of obligations incurred and leases and executory contracts assumed or entered into by the Debtors during the pendency of the chapter 11 case. The foregoing types of claims and other claims which might arise in a liquidation case or result from the pending chapter 11 case, including any unpaid expenses incurred by the Debtors during the chapter 11 case such as compensation for attorneys, financial advisors and accountants, would be paid in full from the liquidation proceeds before the balance of those proceeds would be made available to pay general unsecured claims.

To determine if the Plan is in the best interests of each Impaired Class, the present value of the distributions from the proceeds of a liquidation of the Debtors' unencumbered assets and properties, after subtracting the amount attributable to the foregoing Claims, are then compared with the value of the property offered to such classes of Claims and Membership interests under the Plan.

After considering the effects that a chapter 7 liquidation would have on the ultimate proceeds available for distribution to creditors in this Case, including, without limitation, the

increased costs and expenses of a liquidation under chapter 7 arising from fees payable to a trustee in bankruptcy and professional advisors to such trustee, the Debtors have determined that confirmation of the Plan will provide each holder of an Allowed Claim or Membership Interest with a recovery that is not less, and is most likely higher, than such holder would receive pursuant to liquidation of the Debtors under chapter 7.

The Debtors also believe that the value of any Distributions to each class of Allowed Claims in a chapter 7 case, including all Secured Claims, would be less than the value of distribution under the Plan because such distributions in a chapter 7 case would not occur for a substantial period of time after such Case was to begin. It is likely that distribution of the proceeds of the liquidation could be delayed after the completion of such liquidation in order to resolve Claims and prepare for Distributions. In the likely event litigation was necessary to resolve Claims asserted in the chapter 7 case, the delay could be prolonged.

VIII.

ALTERNATIVES TO CONFIRMATION AND CONSUMMATION OF THE PLAN

The Debtors have evaluated alternatives to the Plan, including the liquidation of the Debtors. After studying these alternatives, the Debtors have concluded that the Plan is the best alternative and will maximize recoveries by parties in interest, assuming confirmation of the Plan. The following discussion provides a summary of the Debtors' analysis leading to their conclusion that a liquidation or alternative plan of reorganization would not provide the highest value to parties in interest.

A. Liquidation Under Chapter 7

Attached hereto as Exhibit "D" are liquidation analyses performed. If the Plan is not confirmed, the Debtors' Cases may be converted to cases under chapter 7 of the Code in which a trustee or trustees would be elected or appointed to liquidate the assets of the Debtors for distribution to its creditors in accordance with the priorities established by the Code. A trustee would likely retain separate counsel and accountants, at a minimum, and, therefore, additional fees and costs would be incurred which would be paid ahead of Allowed Priority Claims and Allowed Unsecured Claims. Additionally, a trustee may seek to sell real estate in which the trustee believes there is equity, thus further delaying any distributions to affected holders of secured claims. Based on the attached liquidation analyses, the Debtors believe that holders of Allowed Claims will receive more under the Plan than they would receive in liquidation.

B. Dismissal

If the Plan is not confirmed, the Court could dismiss the Case. If the Case is dismissed, it is likely that holders of Secured Claims could seek to foreclose on the Liens securing their Claims. The Plan provides for a more orderly distribution of assets to holders of Allowed Claims. In the event of dismissal, it is likely that litigation could commence in an effort to recover claims, thus resulting in delay and increased costs.

IX.

FEDERAL INCOME TAX CONSEQUENCES OF THE PLAN

A. Introduction

The following discussion summarizes certain federal income tax consequences of the implementation of the Plan to the Debtors and certain holders of Claims. The following summary does not address the federal income tax consequences to holders whose Claims are entitled to reinstatement or payment in full in cash under the Plan (e.g., holders of Administrative Claims, Other Priority Claims, and Secured Claims).

The following summary is based on the Internal Revenue Code of 1986, as amended (the “Tax Code”), Treasury Regulations promulgated thereunder, judicial decisions, and published administrative rules and pronouncements of the Internal Revenue Service (the “IRS”) as in effect on the date hereof. Changes in such rules or new interpretations thereof may have retroactive effect and could significantly affect the federal income tax consequences described below.

The federal income tax consequences of the Plan are complex and are subject to significant uncertainties. The Debtors have not requested a ruling from the IRS or an opinion of counsel with respect to any of the tax aspects of the Plan. Thus, no assurance can be given as to the interpretation that the IRS will adopt. In addition, this summary does not address foreign, state or local tax consequences of the Plan, nor does it purport to address the federal income tax consequences of the Plan to special classes of taxpayers (such as foreign taxpayers, broker-dealers, banks, mutual funds, insurance companies, financial institutions, small business investment companies, regulated investment companies, tax-exempt organizations, and investors in pass-through entities).

This discussion assumes that the various debt and other arrangements to which the Debtors are a party will be respected for federal income tax purposes in accordance with their form.

ACCORDINGLY, THE FOLLOWING SUMMARY OF CERTAIN FEDERAL INCOME TAX CONSEQUENCES IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT A SUBSTITUTE FOR CAREFUL TAX PLANNING AND ADVICE BASED UPON THE INDIVIDUAL CIRCUMSTANCES PERTAINING TO A HOLDER OF A CLAIM. ALL HOLDERS OF CLAIMS ARE URGED TO CONSULT THEIR OWN TAX ADVISORS FOR THE FEDERAL, STATE, LOCAL AND OTHER TAX CONSEQUENCES APPLICABLE UNDER THE PLAN.

B. Consequences to the Debtors

1. Cancellation of Debt

The Tax Code provides that a debtor in a bankruptcy case must reduce certain of its tax attributes - such as net operating loss (“NOL”) carryforwards, current year NOLs, tax credits and tax basis in assets --by the amount of any cancellation-of-indebtedness income (“COD”) realized by such debt in connection with the bankruptcy case. COD is the amount by which the

indebtedness discharged (reduced by any unamortized discount) exceeds the fair market value of any consideration given in exchange therefor, subject to certain statutory or judicial exceptions that can apply to limit the amount of COD (such as where the payment of the cancelled debt would have given rise to a tax deduction). On August 29, 2003, the IRS issued proposed and temporary regulations addressing the method for applying the attribute reduction described above to an affiliated group filing a consolidated federal income tax return. The regulations are effective with respect to COD occurring after August 29, 2003. Under these regulations, the attributes of the debtor member are first subject to reduction. These attributes include: (1) consolidated attributes of the debtor member; (2) attributes that arose in separate return limitation years of the debtor member; and (3) the basis of property of the debtor member. To the extent that the excluded COD exceeds the attributes of the debtor member, the regulations generally require the reduction of attributes of other members. If the attributes of the debtor member reduced under the above rules is the basis of stock of another member of the group, a “look-through rule” applies requiring that corresponding adjustments be made to the attributes of the lower-tier member.

As a result of the potential discharge of Claims pursuant to the Plan, the Debtor may realize COD. The extent of such COD and resulting tax attribute reduction will depend, in part, on the value of Distributions. Consequently, there could be material reductions the attributes (including consolidated NOL carryforwards and current year NOLs (if any)) of the Debtor. Other tax attributes may also be reduced. To the extent that asset basis is reduced, depreciation or amortization of assets would also be reduced, and gain recognized (and therefore tax imposed) in connection with the disposition of such assets may be increased.

C. Consequences to Holders of Certain Claims

1. Consequences to Holders of Unsecured Claims

Pursuant to the Plan, holders of Unsecured Claims will receive, in satisfaction and discharge of their Claims, Cash. It is estimated that holders of Allowed Unsecured Claims will be paid in full.

2. Distributions in Discharge of Accrued but Unpaid Interest

In general, to the extent that any amount received by a holder of a Claim is received in satisfaction of accrued interest, such amount will be taxable to the holder as interest income (if not previously included in the holder’s gross income). Conversely, a holder generally recognizes a deductible loss to the extent any accrued interest claimed or amortized original issue discount (“OID”) was previously included in its gross income and is not paid in full. However, the IRS has privately ruled that a holder of a security, in an otherwise tax-free exchange, could not claim a current deduction with respect to any unpaid OID. Accordingly it is also unclear whether, by analogy, a holder of a Claim with previously included OID that is not paid in full would be required to recognize a capital loss rather than an ordinary loss.

Pursuant to the Plan, all distributions in respect of Claims will be allocated first to the principal amount of such Claims, as determined for federal income tax purposes, and thereafter,

to the portion of such claim, if any representing accrued but unpaid interest. However, there is no assurance that such allocation will be respected by the IRS.

Each holder of a Claim is urged to consult its tax advisor regarding the allocation of consideration and the deductibility of unpaid interest or amortized OID for tax purposes.

3. Information Reporting and Withholding

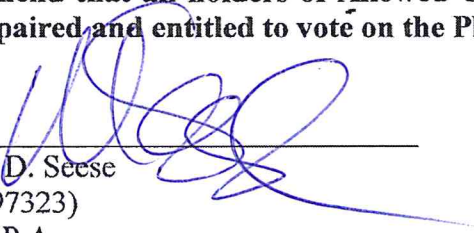
All distributions to holders of Claims under the Plan are subject to any applicable withholding (including employment tax withholding). Under federal income tax law, interest, dividends, and other reportable payments may, under certain circumstances, be subject to “backup withholding”. Backup withholding generally applies if the holder (a) fails to furnish its social security number or other taxpayer identification number (“TIN”), (b) furnishes an incorrect TIN, (c) fails properly to report interest or dividends, or (d) under certain circumstances, fails to provide a certified statement, signed under penalty of perjury, that the TIN provided is its correct number and that it is not subject to backup withholding. Backup withholding is not an additional tax but merely an advance payment, which may be refunded to the extent it results in an overpayment of tax. Certain persons are exempt from backup withholding, including, in certain circumstances, corporations and financial institutions.

The foregoing summary has been provided for informational purposes only. All holders of Claims are urged to consult their tax advisors concerning the federal, state, local, and other tax consequences applicable under the Plan.

X.

CONCLUSIONS AND RECOMMENDATIONS


Based upon the foregoing, the Debtors believe that confirmation of the Plan will provide the greatest recovery for all holders of Allowed Claims against the Debtors, and recommend that all holders of Allowed Claims and Membership Interests in Classes that are Impaired and entitled to vote on the Plan vote to accept the Plan.



Michael D. Seese
(FBN 997323)
SEESE, P.A.
101 N.E. 3rd Avenue
Suite 410
Ft. Lauderdale, FL 33301
Telephone: 954-745-5897
mseese@seeselaw.com
Attorneys for Debtors

Hickory Hill 1185, LLC

By: _____
Sam Dickson, Sole Member/Manager

_____
Sam Dickson, individually

SAM G. DICKSON, *et al.*

**Case No. 14-29781-BKC-LMI
(jointly administered)**

EXHIBIT “A”

First Amended Joint Plan of Reorganization

SAM G. DICKSON, *et al.*

**Case No. 14-29781-BKC-LMI
(jointly administered)**

EXHIBIT “B”

Disclosure Statement Order

SAM G. DICKSON, *et al.*

**Case No. 14-29781-BKC-LMI
(jointly administered)**

EXHIBIT “C”

Financial Projections

Sam Dickson
Financial Projections

Revenue:

Legal Practice	\$ 15,720.00
Real Estate Investments	\$ 104,280.00
Social Security	\$ 19,620.00
Distributable Profit (Villas)	\$ 149,542.34
Distributable Profit (Vacations)	\$ 13,099.89
Distributable Profit (Residential)	\$ 13,892.74
Distributable Profit (Hickory Hill 1185)	\$ (12,238.60)
Rent: 1185 Hickory Hill Road	\$ 4,800.00

Total Receipts: \$ 308,716.37

Operating Expenses:

Personal Expenses	\$ 73,060.00
Insurance Cost (1185 Hickory Hill Road and vacant lots)	\$ 4,516.72
Taxes: 1185 Hickory Hill Road	\$ 2,114.85
Professional Fees	\$ 10,000.00

Total Operating Expenses: \$ 89,691.57

Net Receipts: \$ 219,024.80

Plan Payments:

Class 4 (Nationstar (1185 Hickory Hill Rd))	\$ 42,686.00
Class 43 (Macon County; 1185 Hickory Hill Rd)	\$ 210.23
Class 45 (Monroe County; 512-516 Angela)	\$ 394.01
Class 50 (General Unsecured)	\$ 26,042.30

Total Plan Payments: \$ 69,332.54

\$ 149,692.26

Hickory Hill 1185, LLC *

Revenues:

115-121 Ridgeland Way	\$ 44,400.00
-----------------------	--------------

Total Revenues:	<u>\$ 44,400.00</u>
------------------------	---------------------

Expenses:

Insurance (115-121 Ridgeland Way)	**
Taxes (115-121 Ridgeland Way)	\$ 12,102.70
Utilities (Dickson Unit - 115-121 Ridgeland Way)	\$ 4,128.00
Maintenance (115-121 Ridgeland Way)	<u>\$ 1,800.00</u>

Total Operating Expenses:	\$ 18,030.70
----------------------------------	--------------

Plan Payments:

Class 6 (Guaranty Bank; 115-121 Ridgeland Way)	\$ 38,092.66
Class 9 (GSRAN-Z; 1024 Donnelly Ave)	\$ 61.84
Class 10 (GSRAN-Z; 115-121 Ridgeland Way)	\$ 69.48
Class 28 (Fulton County; 1024 Donnelly Ave)	\$ 22.40
Class 30 (Fulton County; 115-121 Ridgeland Way)	\$ 361.52
Class 52 (Unsecured Claim of Nationstar Mortgage)	\$ 42,686.00

Total Plan Payments:	\$ 81,293.90
-----------------------------	--------------

Net Distributable Profit/Loss:	<u>\$ (54,924.60) ***</u>
---------------------------------------	---------------------------

* 115-121 Ridgeland Way
1185 Hickory Hill Road

** the insurance cost includes the costs for all vacant parcels owned by Hickory Hill and Sam Dickson, as well as the property located at 115-121 Ridgeland Way; the cost is included on Mr. Dicksons projections

*** The actual loss is reduced by \$42,686.00 as a result of the plan payment being funded by Mr. Dickson

Vacation Rentals*

Revenues:

1124-1126 Margaret Street	\$ 200,000.00
522 Rear Margaret Street	<u>\$ 118,673.00</u>

Total Revenues: \$ 318,673.00

Expenses:

Advertising/Marketing	\$ 9,560.19
Cleaning/Supplies	\$ 28,680.57
Bank Charges	\$ 9,560.19
Commissions	\$ 19,120.38
Repairs/Maintenance	\$ 11,153.56
Real Estate Taxes	\$ 14,250.12
Insurance (1124-1126)	\$ 4,305.00
Insurance (518/522)	\$ 16,471.00
Taxes (1124-1126)	\$ 5,267.67
Taxes (518/522)	\$ 8,872.35
Utilities	\$ 25,493.84
Sales Tax	\$ 23,900.48
Bed Tax	\$ 15,933.65

Total Expenses: \$ 192,568.99

Net Distributable Profit: \$ 126,104.01

Plan Payments:

Class 3 (U.S. Bank (518-522R Margaret St)	\$ 33,301.50 **
Class 8 (BSI; Bank of America (1124-1126 Margaret St)	\$ 66,602.73

Total Plan Payments: \$ 99,904.23

Net Distributable After Debt:	\$ 26,199.78
Distributable to Mr. Dickson:	\$ 13,099.89

* 518/522 Rear Margaret Street
1124-1126 Margaret Street
(excludes Villas)

** 518 Margaret Street is a residential property; 522 R Margaret is a vacations property; U.S. Bank holds a mortgage against both properties and, therefore, 50% of the plan payment is included in the Vacations financial and 50% of the plan payment is included in the Residential financial.

Residential Rentals*

Revenues:

518 Margaret Street	\$ 52,500.00
1128 Margaret Street	\$ 82,140.00

Total Revenues: \$ 134,640.00

Expenses:

Repairs/Maintenance	\$ 4,712.40
Real Estate Taxes (1128 Margaret)	\$ 6,645.34
Real Estate Taxes (518 Margaret)	**
Insurance (1128 Margaret)	\$ 4,305.00
Insurance (518 Margaret)	\$ 16,471.00

Total Expenses: \$ 32,133.74

Net Distributable Profit: \$ 102,506.26

Plan Payments:

Class 3 (U.S. Bank (518-522R Margaret St)	\$ 33,301.50	**
Class 5 (Ocwen (1128 Margaret St)	\$ 41,227.56	
Class 44 (Monroe County; 1128 Margaret St)	\$ 191.72	

Total Play Payments: \$ 74,720.78

Net Distributable After Debt: \$ 27,785.48

Distributable to Mr. Dickson: \$ 13,892.74

* 518 Margaret Street
1128 Margaret Street

** 518 Margaret Street is a residential property; 522 R Margaret Street is a vacation property; US Bank holds a mortgage against both properties and, therefore, 50% of the plan payment has been included in the Vacations Financials and 50% of the plan payment is included in the Residential Financials.

512 Angela, LLC
 516 Angela, LLC
 "Villas"

Revenues:

Vacation Rental Revenue	\$ <u>750,000.00</u>
-------------------------	----------------------

Total Gross Revenues:	\$ 750,000.00
------------------------------	---------------

Expenses:

Advertising/Marketing	\$ 22,500.00
Cleaning/Supplies	\$ 67,500.00
Bank Charges	\$ 22,500.00
Commissions	\$ 45,000.00
Repairs/Maintenance	\$ 26,250.00
Payroll	\$ 80,000.00
Real Estate Taxes	\$ 11,823.51
Mortgage	\$ 154,578.60
Insurance	\$ 16,555.55
Utilities	\$ 60,000.00
Sales Tax	\$ 56,250.00
Bed Tax	\$ 37,500.00

Total Expenses:	\$ <u>600,457.66</u>
------------------------	----------------------

Net Distributable Profit:	\$ 149,542.34
----------------------------------	----------------------

SAM G. DICKSON, *et al.*

**Case No. 14-29781-BKC-LMI
(jointly administered)**

EXHIBIT “D”

Liquidation Analyses

Sam Dickson
Liquidation Analysis

Assets:

				90%		
518-522 Rear Margaret	\$	922,634.00	*	\$ 830,370.60	\$ (19,571.37)	\$ -
1124-1126 Margaret St	\$	423,734.00	*	\$ 381,360.60	\$ (459,639.40)	\$ -
1128 Margaret St	\$	605,793.00	*	\$ 545,213.70	\$ 35,357.90	\$ 17,678.95
1185 Hickory Hill Rd	\$	403,750.00	**	\$ 363,375.00	\$ (185,919.80)	\$ -
Net Equity (512/516 Angela, LLC)	\$	-			\$ (440,153.79)	\$ -
Net Equity (Hickory Hill 1185, LLC)	\$	213,309.01			\$ 213,309.01	\$ 213,309.01

Total Est'd FMV: \$ 2,569,220.01

Net of Mortgages/Taxes:**Net to Mr. Dickson:**

**Plus: Liquidation Value
(Vacant Lots)**

Total: \$ 261,419.82

Liabilities:**Secured Debt:**

**Total Available For Distributions to Administrative
and Priority Claims (Chapter 11):**

\$ 261,419.82

Administrative Claims: \$ 65,000.00
Priority Claims: \$ 700.00

Net: \$ 195,719.82

518-522 Rear Margaret St.	\$	841,000.00
1124-1126 Margaret St.	\$	841,000.00
1128 Margaret St.	\$	509,855.80
1185 Hickory Hill Road	\$	539,000.00
2014 Taxes (1128 Margaret St)	\$	6,691.48
2015 Taxes (1128 Margaret St)	\$	14,250.12
2015 Taxes (518-522R Margaret St)	\$	8,941.97
2015 Taxes (1124-1126 Margaret St)	\$	5,346.14
2010-15 Taxes (1185 Hickory Hill Rd)	\$	10,294.80

Total Secured: \$ 2,776,380.31

Estimated Chapter 7 Expenses:

Chapter 7 Trustee \$ 19,550.00
Professional Fees \$ 25,000.00

Net Available for General Unsecured Claims: \$ 151,169.82

**Estimated Recovery Percentage:
(General Unsecured Claims)**

0.096698559

Unsecured Debt:

9.7%

Keys Federal Credit Union	\$	440,153.79
518/522R Margaret	\$	19,571.34
1124-1126 Margaret St	\$	459,639.40
1185 Hickory Hill Road	\$	183,804.95
GA Dept of Revenue	\$	452,415.48
Horan Wallace	\$	7,725.00

Total Unsecured Debt: \$ 1,563,309.96

Source of Valuations:

* Monroe County Tax Collector (just market value)

** Macon County Tax Collector (proof of claim)

**Hickory Hill 1185, LLC
Liquidation Analysis**

Assets:

	FMV	90%
115-121 Ridgeland Way	\$ 697,000.00 *	\$ 627,300.00
Total Assets:		\$ 627,300.00

Liabilities:

Guaranty Bank (mortgage)	\$ 481,000.00
Total Liabilities:	<u>\$ 481,000.00</u>

Net Equity Value: **\$ 146,300.00**

Plus: **Net Equity (Vacant Lots):** **\$ 67,009.01**

Total Net Liquidation Value: **\$ 213,309.01**

Source of Valuation:

* Fulton County Tax Commissioner
(fair market value)



512 Angela, LLC
516 Angela, LLC
Liquidation Analysis

Assets:	FMV	90%
512 Angela Street	\$ 459,411.00 *	\$ 413,469.90
516 Angela Street	\$ 662,094.00 *	\$ 595,884.60
Total:		\$ 1,009,354.50

Liabilities:

Taxes (2014-15)	\$ 26,073.98
Keys Federal Credit Union (as of Sep, 2015)	\$ 1,423,434.31

Net Equity:	\$ (440,153.79)
--------------------	------------------------

Source of Valuation:

* Monroe County Tax Collector
(just market value)

**Sam Dickson
Vacant Lot
Liquidation Analysis**

	Property Address:	Assessed Value:	FMV:	65% FMV	Amount Owed:	Equity:
1	0 Ormond St SE 14-0054-0007-075-1	\$ 6,520.00	\$ 16,300.00	\$ 10,595.00	\$ 5,917.17	\$ 4,677.83
2	0 Hill St SE 14-0056-007-038-7	\$ 4,440.00	\$ 11,100.00	\$ 7,215.00	\$ 4,019.84	\$ 3,195.16
3	208 Claire Dr SE 14-0057-0025-040-0	\$ 2,680.00	\$ 6,700.00	\$ 4,355.00	\$ 11,242.79	\$ -
4	0 Harper Rd SE 14-0059-LL-074-7	\$ 2,800.00	\$ 7,000.00	\$ 4,550.00	\$ 2,136.24	\$ 2,413.76
5	0 Greenwood St SW 14-0138-0001-071-6	\$ 200.00	\$ 500.00	\$ 325.00	\$ 975.23	\$ -
6	100 Dahlia Ave NW 14-0179-0002-017-8	\$ 1,400.00	\$ 3,500.00	\$ 2,275.00	\$ 2,603.13	\$ -
7	0 Rosewood Dr NE 17-0001-0004-020-7	\$ 5,680.00	\$ 14,200.00	\$ 9,230.00	\$ 3,686.74	\$ 5,543.26
8	0 Orme Cir NE # Rear 17-0053-0001-033-0	\$ 5,040.00	\$ 12,600.00	\$ 8,190.00	\$ 1,982.03	\$ 6,207.97
9	0 Olive St 22-3341-1227-192-6	\$ 960.00	\$ 2,400.00	\$ 1,560.00	\$ 521.73	\$ 1,038.27

Net Equity: \$ 30,431.86

Hickory Hill 1185, LLC
Vacant Lots
Liquidation Analysis

	Property Address:	Assessed Value:	FMV:	65% FMV:	Amount Owed:	Equity:
1	0 Richmond St SE 14-0053-0008-045-4	\$ 12,160.00	\$ 30,400.00	\$ 19,760.00	\$ 8,303.89	\$ 11,456.11
2	0 Richmond St SE 14-0053-0008-046-2	\$ 12,920.00	\$ 32,300.00	\$ 20,995.00	\$ 5,283.27	\$ 15,711.73
	0 Richmond St SE 14-0053-0008-046-2	\$ 12,920.00	\$ 32,300.00	\$ 20,995.00		
3	0 McDonough Blvd SE 14-0056-0008-039-4	\$ 3,320.00	\$ 8,300.00	\$ 5,395.00	\$ 6,254.71	\$ -
4	0 Rhodesia Ave SE 14-0057-0021-045-3	\$ 1,920.00	\$ 4,800.00	\$ 3,120.00	\$ 3,476.77	\$ -
5	0 Rhodesia Ave SE 14-0057-0022-032-0	\$ 1,880.00	\$ 4,700.00	\$ 3,055.00	\$ 4,539.51	\$ -
	0 Rhodesia Ave SE 14-0057-0022-032-0	\$ 1,880.00	\$ 4,700.00	\$ 3,055.00		
6	139 Rhodesia Ave SE 14-0057-0023-0007-1	\$ 7,000.00	\$ 17,500.00	\$ 11,375.00	\$ 3,625.42	\$ 6,194.80
	139 Rhodesia Ave SE 14-0057-0023-0007-1	\$ 7,000.00	\$ 17,500.00	\$ 11,375.00	\$ 1,554.78	-

7	1445 Parsons St SE 14-0057-0023-008-9	\$ 1,640.00	\$ 4,100.00	\$ 2,665.00	\$ 549.44	\$ 2,115.56
8	0 Rhodesia Ave SE 14-0057-0023-034-5	\$ 240.00	\$ 600.00	\$ 390.00	\$ 57.87	\$ 332.13
9	0 Rhodesia Ave SE 14-0057-0023-35-2	\$ 760.00	\$ 1,900.00	\$ 1,235.00	\$ 2,680.02	\$ -
10	0 Rhodesia Ave SE 14-0057-0023-36-0	\$ 480.00	\$ 120.00	\$ 78.00	\$ 1,849.64	\$ -
11	210 Claire St SE 14-0057-0025-039-2	\$ 2,680.00	\$ 6,700.00	\$ 4,355.00	\$ 8,076.73	\$ -
12	0 Withers PL SW 14-0075-0004-008-0	\$ 4,800.00	\$ 12,000.00	\$ 7,800.00	\$ 2,809.27	\$ 4,990.73
13	0 Windsor St SW 14-0075-0004-023-9	\$ 5,400.00	\$ 13,500.00	\$ 8,775.00	\$ 3,771.62	\$ 5,003.38
14	0 Cooper St SW 14-0076-0010-042-0	\$ 4,680.00	\$ 11,700.00	\$ 7,605.00	\$ 3,848.67	\$ 3,756.33
15	1024 Donnelly Ave SW 14-0019-0002-016-3	\$ 8,880.00	\$ 22,200.00	\$ 14,430.00	\$ 842.01	\$ 11,263.03
	1024 Donnelly Ave SW 14-0019-0002-016-3	\$ 8,880.00	\$ 22,200.00	\$ 14,430.00	\$ 2,324.96	-
16	0 Rosewood Dr NE 17-0001-0004-021-5	\$ 6,480.00	\$ 16,200.00	\$ 10,530.00	\$ 4,344.79	\$ 6,185.21

Total Equity: \$ 67,009.01

SAM G. DICKSON, *et al.*

**Case No. 14-29781-BKC-LMI
(jointly administered)**

EXHIBIT “E”

Property Tax Claims

**Sam Dickson/Hickory Hill
Property Tax Claims**

	Owner:	Property Address:	Assessed Value:	FMV:	Amount Owed:	Creditor:	
1	HH	0 Richmond St SE 14-0053-0008-045-4	\$ 12,160.00	\$ 30,400.00	\$ 8,303.89	Fulton Cty	2008-2015
2	HH	0 Richmond St SE 14-0053-0008-046-2	\$ 12,920.00	\$ 32,300.00	\$ 5,283.27	Fulton Cty	2009-2015
	HH	0 Richmond St SE 14-0053-0008-046-2	\$ 12,920.00	\$ 32,300.00		Marathon	
3	HH	0 McDonough Blvd SE 14-0056-0008-039-4	\$ 3,320.00	\$ 8,300.00	\$ 6,254.71	Fulton Cty	2008-2015
4	HH	0 Rhodesia Ave SE 14-0057-0021-045-3	\$ 1,920.00	\$ 4,800.00	\$ 3,476.77	Fulton Cty	2008-2015
5	HH	0 Rhodesia Ave SE 14-0057-0022-032-0	\$ 1,880.00	\$ 4,700.00	\$ 4,539.51	Fulton Cty	2008-2015
	HH	0 Rhodesia Ave SE 14-0057-0022-032-0	\$ 1,880.00	\$ 4,700.00		Marathon	
6	HH	139 Rhodesia Ave SE 14-0057-0023-0007-1	\$ 7,000.00	\$ 17,500.00	\$ 3,625.42	Fulton Cty	2012-2015
	HH	139 Rhodesia Ave SE 14-0057-0023-0007-1	\$ 7,000.00	\$ 17,500.00	\$ 1,554.78	So Tax Capital	2011
7	HH	1445 Parsons St SE 14-0057-0023-008-9	\$ 1,640.00	\$ 4,100.00	\$ 549.44	Fulton Cty	2015
8	HH	0 Rhodesia Ave SE 14-0057-0023-034-5	\$ 240.00	\$ 600.00	\$ 57.87	Fulton Cty	2015
9	HH	0 Rhodesia Ave SE 14-0057-0023-35-2	\$ 760.00	\$ 1,900.00	\$ 2,680.02	Fulton Cty	2008-2015

10	HH	0 Rhodesia Ave SE 14-0057-0023-36-0	\$ 480.00	\$ 120.00	\$ 1,849.64	Fulton Cty	2008-2015
11	HH	210 Claire St SE 14-0057-0025-039-2	\$ 2,680.00	\$ 6,700.00	\$ 8,076.73	Fulton Cty	2008-2015
12	HH	0 Withers PL SW 14-0075-0004-008-0	\$ 4,800.00	\$ 12,000.00	\$ 2,809.27	Fulton Cty	2008-2015
13	HH	0 Windsor St SW 14-0075-0004-023-9	\$ 5,400.00	\$ 13,500.00	\$ 3,771.62	Fulton Cty	2008-2015
14	HH	0 Cooper St SW 14-0076-0010-042-0	\$ 4,680.00	\$ 11,700.00	\$ 3,848.67	Fulton Cty	2008-2015
15	HH	1024 Donnelly Ave SW 14-0019-0002-016-3	\$ 8,880.00	\$ 22,200.00	\$ 842.01	Fulton Cty	2015
	HH	1024 Donnelly Ave SW 14-0019-0002-016-3	\$ 8,880.00	\$ 22,200.00	\$ 2,324.96	GSRAN-Z, LLC	2013-2014
16	HH	0 Rosewood Dr NE 17-0001-0004-021-5	\$ 6,480.00	\$ 16,200.00	\$ 4,344.79	Fulton Cty	2008-2015
17	HH	121 Ridgeland Way NE 17-0102-0001-043-0	\$ 278,800.00	\$ 697,000.00	\$ 13,592.17	Fulton Cty	2015
	HH	121 Ridgeland Way NE 17-0102-0001-043-0	\$ 278,800.00	\$ 697,000.00	\$ 2,612.60	GSRAN-Z, LLC	2012-2013
1	SD	0 Ormond St SE 14-0054-0007-075-1	\$ 6,520.00	\$ 16,300.00	\$ 5,917.17	Fulton Cty	2009-2014
2	SD	0 Hill St SE 14-0056-007-038-7	\$ 4,440.00	\$ 11,100.00	\$ 4,019.84	Fulton Cty	2009-2014
3	SD	208 Claire Dr SE 14-0057-0025-040-0	\$ 2,680.00	\$ 6,700.00	\$ 11,242.79	Fulton Cty	2009-2014
4	SD	0 Harper Rd SE 14-0059-LL-074-7	\$ 2,800.00	\$ 7,000.00	\$ 2,136.24	Fulton Cty	2010-2014

5	SD	0 Greenwood St SW 14-0138-0001-071-6	\$ 200.00	\$ 500.00	\$ 975.23	Fulton Cty	2009-2014
6	SD	100 Dahlia Ave NW 14-0179-0002-017-8	\$ 1,400.00	\$ 3,500.00	\$ 2,603.13	Fulton Cty	2009-2014
7	SD	0 Rosewood Dr NE 17-0001-0004-020-7	\$ 5,680.00	\$ 14,200.00	\$ 3,686.74	Fulton Cty	2009-2014
8	SD	0 Orme Cir NE # Rear 17-0053-0001-033-0	\$ 5,040.00	\$ 12,600.00	\$ 1,982.03	Fulton Cty	2009-2014
9	SD	0 Olive St 22-3341-1227-192-6	\$ 960.00	\$ 2,400.00	\$ 521.73	Fulton Cty	2009-2014
10	SD	0 Olive St 22-3341-1227-193-4	\$ 960.00	\$ 2,400.00	\$ 521.73	Fulton Cty	2009-2014
11	SD	0 Juniper St 22-3341-1227-206-4	\$ 960.00	\$ 2,400.00	\$ 521.73	Fulton Cty	2009-2014
12	SD	0 Juniper St 22-3341-1227-207-2	\$ 960.00	\$ 2,400.00	\$ 521.73	Fulton Cty	2009-2014
13	SD	Hickory Hill Rd. Lot 35 Sec D Cullasaja Hts		\$ 403,750.00	\$ 8,179.95	Macon Cty	2010-2014
14	SD	1128 Margaret St	\$ 515,090.00	\$ 605,793.00	\$ 6,691.48	Monroe Cty	2014
15	SD	438 Hemlock St	\$ 6,000.00	\$ 15,000.00	\$ 5,509.20	Dekalb Cty	2009-2014