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

In re:

Case No. 13-32195-RBR

NNN Aventura Harbour Centre, LLC,

Chapter 11

Debtor.
_____/

FIRST AMENDED PLAN OF REORGANIZATION OF NNN AVENTURA HARBOUR CENTRE, LLC

DATED: May 15, 2014

Messana, P.A.
Attorneys for Debtor
Thomas M. Messana
Brett D. Lieberman
401 East Las Olas Blvd
Suite 1400
Fort Lauderdale, FL 33301
Telephone No.: (954) 712-7400
Fax No.: (954) 712-7401
Email: tmessana@messana-law.com

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INTRODUCTION

NNN Aventura Harbour Centre, LLC proposes the following Plan of Reorganization pursuant to Section 1121(a) of Title 11 of the United States Code (the "Bankruptcy Code").

Reference is made to the Disclosure Statement in Support of Plan of Liquidation of NNN Aventura Harbour Centre LLC for a discussion of Debtor's history, businesses, properties, results of operations, projections for future recoveries, a summary and analysis of the Plan and other related matters.

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

ARTICLE 1
DEFINITIONS AND CONSTRUCTION OF TERMS

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

1.2 Rules of Interpretation and Construction. For purposes of the Plan: (i) any reference in the Plan to an existing document or exhibit filed or to be filed means that document or exhibit as it may have been or may be amended, modified, or supplemented; (ii) unless otherwise specified, all references in the Plan to sections, articles, and exhibits are references to sections, articles, or exhibits to the Plan; (iii) the words "herein," "hereof," "hereto," "hereunder," and other words of similar import refer to the Plan in its entirety and not to any particular portion of the Plan; (iv) captions and headings contained in the Plan are inserted for convenience and reference only, and are not intended to be part of or to affect the interpretation of the Plan; (v) wherever appropriate from the context, each term stated in either the singular or the plural shall include the singular and the plural, and pronouns stated in the masculine, feminine, or neuter gender shall include the masculine, feminine, and neuter gender; and (vi) the rules of construction outlined in Section 102 of the Bankruptcy Code and in the Bankruptcy Rules shall apply to the Plan.

ARTICLE 2
CLASSIFICATION OF CLAIMS AND INTERESTS; IMPAIRMENT

2.1 Classification. Pursuant to Section 1122 of the Bankruptcy Code, a Claim or Interest is placed in a particular Class for purposes of voting on the Plan and receiving Distributions under the Plan only to the extent the particular Claim or Interest is an Allowed Claim or Allowed Interest in that Class and such Claim or Interest has not been paid, released, or otherwise settled before the Effective Date. A Claim or Interest shall be classified in a different Class to the extent that it qualifies within the identification of that different Class. In accordance with Section 1123(a)(1) of the Bankruptcy Code,

Administrative Claims, Professional Fee Claims, and Priority Unsecured Tax Claims are not classified under the Plan, and the treatment of those Claims is set forth in Article 3.

2.2 **Identification of Classes.** Classes of Claims against and Interests in Debtor are designated as follows:

Classes of Claims against and Interests in Debtor are designated as follows:

Class 1 Secured Claim of Noteholder. Impaired--entitled to vote.

Class 2 Unsecured Claims of CW/JLL. Unimpaired—not entitled to vote.

Class 3 Unsecured Claims of Tenants. Unimpaired—not entitled to vote.

Class 4 General Unsecured Claims. Impaired--entitled to vote.

Class 5 Interests in Debtor. Unimpaired--not entitled to vote.

2.3 **Impaired and Voting Classes.** Classes 1 and 4 are impaired under the Plan and, therefore, holders of Claims in such Classes are entitled to vote to accept or reject the Plan. Any claimant who fails to timely file a vote in connection with this Plan shall be deemed to vote in favor of the Plan.

2.4 **Unimpaired Non-Voting Class.** Classes 2 and 3 will receive 100% of their Allowed Claim on the Effective Date and are therefore unimpaired and conclusively presumed to have accepted the Plan pursuant to Section 1126(f). Likewise, Class 6 interests in Debtor are not impaired under the Plan. Pursuant to Section 1126(f) of the Bankruptcy Code, holders within Class 6 are conclusively presumed to have accepted the Plan, and therefore are not entitled to vote to accept or reject the Plan.

ARTICLE 3
TREATMENT OF ADMINISTRATIVE CLAIMS, PROFESSIONAL FEE CLAIMS, PRIORITY TAX CLAIMS, AND U.S. TRUSTEE FEES

3.1 **Administrative Claims Bar Date.** All requests for payment of Administrative Claims and applications for payment of Professional Fee Claims shall be filed with the Bankruptcy Court and served upon Debtor at least fourteen (14) days before the Confirmation Hearing or by such earlier deadline as may apply to such Administrative Claim pursuant to an earlier order of the Bankruptcy Court. Except as provided herein, any Administrative Claim or Professional Fee Claim for which an application or request for payment is not filed within such time period shall be discharged and forever barred.

3.2 **Treatment of Administrative Claims, including Professional Fee Claims**. Allowed Administrative Claims and Professional Fee Claims incurred through the Effective Date shall be paid by AHB on the later of the Effective Date or the Allowance Date. Pursuant to the terms of the Settlement Agreement between the TIC Majority, the Debtor and Daymark, the Administrative Claim of the TIC Majority shall be treated and fully satisfied by the following treatment. The TIC Majority shall be deemed to

have an Allowed Administrative Claim in an amount equal to $1,000,000 which shall be paid on the Effective Date as follows:

a. $450,000 (the "ASB Payment") shall be paid directly to ASB Acquisitions, LLC, a Delaware limited liability company ("ASB"), by wire transfer of immediately available funds to an account or accounts designated by ASB, as consideration for ASB's agreement to enter into a termination agreement with certain of the TICs, pursuant to which ASB and such TICs agree to terminate, effective upon ASB's receipt of the ASB Payment, that certain Letter Agreement, dated as of August 23, 2013, by and among ASB and such TICs; and

b. $550,000 shall be paid to the attorney trust account of MR&B as an allowed administrative claim pursuant to 11 U.S.C. §503(b) and distributed by MR&B in the following priority: First, for reimbursement for professional fees and costs (including future legal fees) of professionals retained by the TIC Majority, and second, for reimbursement of certain funds provided by certain members of the TIC Majority and for other organizational and operating expenses that may be incurred by the TIC Majority in connection with the Amended Plan and the transactions for which it provides.

3.4 U. S. Trustee Fees. On or before ten (10) days after the Effective Date, Debtor or AHB shall pay all fees incurred under 28 U.S.C. § 1930(a)(6) due and owing.

3.5 Priority Tax Claims. Allowed Priority Unsecured Tax Claims shall be completely and fully satisfied by the payment of Cash on or before the later of (i) ten (10) days after the Effective Date, or (ii) the Allowance Date.

ARTICLE 4
PROVISIONS FOR TREATMENT OF ALLOWED CLAIMS AND INTERESTS

4.1 Treatment of Class 1 Secured Claim of Noteholder. Allowed Secured Claims in Class 1 shall be treated as follows:

a. Noteholder shall be deemed to have an Allowed Secured Claim as of the Petition Date in the amount of $58,515,019.23 that is secured by the Property. The Class 1 Allowed Secured Claim shall not be subject to objection, disallowance or subordination.

b. As will be more fully set forth in the documents referred to in Section 4.1(e) below, in connection with the transfer of the Acquired Assets to AHB, AHB shall assume the outstanding Loan from Noteholder to the TICs and the obligations imposed by the Loan Documents including the Cash Management System related thereto, subject to the modifications to the Loan Documents to be effectuated by the Loan Modification Documents. The Loan Modification Documents shall provide for, among other requirements of Noteholder, the following: (i) two options to extend the

Maturity Date of the Loan upon the payment of a 50% extension fee to the Special Servicer for the first extension and the payment of a 25% extension fee for the second extension; (ii) modified payment terms to interest only from the Effective Date through the Maturity Date, and any extensions of the maturity date; (iii) AHB to pay down the principal balance of the Loan with cash in an amount of no less than $5.07 million or 10% of the outstanding Loan balance, whichever is greater contemporaneously with assumption of the Loan; (iv) AHB to fund separate reserve accounts contemporaneously with assumption of the Loan consistent with the requirements of the Loan Documents in the following amounts: $91,294.00 in a 'replacement' reserve; $3,984,761.00 in a TILC Reserve[1], and $55,000.00 in a '2nd Floor' reserve account; (v) AHB to pay to Noteholder contemporaneously with assumption of the Loan all accrued but unpaid interest, including default interest, as of such date, all deferred payments, including deferred interest in the amount of $347,620.00, all outstanding charges, fees and protective advances, and any and all additional protective advances made by Noteholder from the filing of this Amended Plan through the Effective Date; and (vi) AHB shall pay to C-III Asset Management LLC a loan modification fee equal to 1% of the principal balance of the Loan assumed and shall reimburse Noteholder for all costs and expenses including, but not limited to, legal and title costs related to the Loan or the contemplated Loan Modification or the Plan, including all fees and costs incurred by Noteholder's counsel in this Chapter 11 case and any prior payment defaults. The Prepayment Premium will not be due as part of the transfer contemplated herein, instead the Prepayment provisions of the Loan Documents will be incorporated into the Loan Modification.

c. As part of the Loan Modification, on the Effective Date, Noteholder shall release Triple Net Properties, LLC from all obligations under its Guarantee dated April 28, 2006, but only to the extent AHB has provided a new guarantor ("New Guarantor") approved by Noteholder in Noteholder's sole discretion and such New Guarantor has executed and delivered a new guaranty ("New Guaranty") to Noteholder acceptable to Noteholder in its sole discretion. The New Guarantor shall assume all of the guaranteed obligations under the Loan, as modified by the Loan Modification.

d. Subject to satisfaction of the Noteholder Conditions Precedent, Noteholder agrees to permit AHB to acquire the Property and assume the Loan and Loan Documents as modified by the Loan Modification Documents and waives any Claim against the Minimum Distribution Amount and Distribution Amount. To effectuate the acquisition of the Property and assumption of the Loan, Noteholder AHB, Debtor and any other necessary

[1] AHB will not be required to put additional funds into the TILC Reserve, unless occupancy of the Property drops below 90% or the TILC reserve is depleted below $500,000.00. Once the balance in the TILC reserve reaches $2,000,000 .00, funding into the TILC will cease.

party shall enter into the Loan Modification Documents and such other documents as AHB, the Noteholder and the Debtor agree may be required and all of which must be acceptable to each such party in their respective sole discretion. All of the terms of such documents shall be consistent in form and substance with this Plan and shall otherwise be acceptable in all respects to AHB, the Noteholder and the Debtor in their respective sole discretion. AHB will execute such documents as requested by Noteholder to effectuate this proposed modification and ratify and reaffirm its obligations under the Loan Documents, as modified. Except to modify the Loan Documents to include the provisions in this Article 4 and the Term Sheet and such other terms as the Noteholder may require in Noteholder's sole discretion, the remaining terms of the Loan Documents will remain unchanged. To the extent the provisions of this Plan and the agreements referenced above are in conflict, such agreements, including the Loan Modification, shall govern.

e. Upon satisfaction of the Noteholder Conditions Precedent and acquisition of the Property by AHB, Noteholder claims against the Debtor will be satisfied.

4.2 <u>Treatment of Class 2 Unsecured Claims of CW and JLL</u>. Allowed Claims in Class 2 shall be completely and fully satisfied by the following treatment:

a. CW and JLL shall be deemed to have an Allowed Claim in the total amount of $396,332.27, of which $264,221.51 is owed to CW and of which $132,110.76 is owed to JLL.

b. On the Effective Date, allowed Class 2 Claims shall be paid in their entirety.

4.3 <u>Treatment of Class 3 Claims of Tenant Depositors</u>. Allowed Class 3 Claims shall be completely and fully satisfied by the following treatment:

Within thirty (30) days of the Effective Date but no later than contemporaneously with closing of the Loan Modification, for any lease assumed and assigned to AHB, AHB shall fund a Security Deposit Reserve with Noteholder in an amount equal to the security deposits paid by the tenants under such lease. Funding of the Security Deposit Reserve does not in any way waive any right of the TICs, Management, or AHB to dispute any right, claim or interest any particular Tenant may have to such security deposit, all such rights being reserved hereby. Allowed Class 3 Claim holders are not permitted to any distribution in connection with this Amended Plan. Allowed Class 3 Claims are satisfied, in their entirety, merely by funding the Security Deposit Reserve.

4.4 <u>Treatment of Class 4 General Unsecured Claims.</u> Allowed Unsecured Claims in Class 4 shall be completely and fully satisfied by the following treatment:

Each holder of an Allowed Class 4 Unsecured Claim shall receive a distribution from the Minimum Distribution Amount in an amount sufficient to satisfy 100% of its Allowed Claim. At this time, it is anticipated that the total amount of Class 4 Claims is approximately $288,916.50.

4.5 Treatment of Class 5 Interests in Debtor. Allowed Class 5 Interests in Debtor shall be completely and fully satisfied by the following treatment: Allowed Class 5 Interests in Debtor shall maintain their interest in the Debtor.

ARTICLE 5
EXECUTORY CONTRACTS

Executory Contracts entered into by Debtor prior to the Petition Date, shall be treated as follows:

5.1 Assumption and Rejection. All Executory Contracts not otherwise assumed, assumed and assigned, or rejected pursuant to Section 365 of the Bankruptcy Code, the Amended Plan or the Confirmation Order prior to the Effective Date shall be deemed rejected as of the Effective Date.

5.2 Approval of Assumption or Rejection. Entry of the Confirmation Order shall constitute the approval, pursuant to Sections 363(b), (f), (h) and (m) and 365(a) and (f) of the Bankruptcy Code of the rejection, assumption, or assumption and assignment of Executory Contracts, as set forth in Exhibit __ hereto. Prior to ten (10) days before the Confirmation Hearing, Exhibit __ may be modified by the Debtor or AHB without Order of the Bankruptcy Court. Within ten (10) days prior to the Confirmation Hearing, Exhibit __ may be modified upon request of Debtor or AHB, subject to Bankruptcy Court approval. After entry of the Confirmation Order, Exhibit __ may be modified only upon request of AHB, subject to Bankruptcy Court approval. In the event of any modification of Exhibit __ that requires Bankruptcy Court approval, the Order of the Bankruptcy Court may only be entered after notice and a hearing, as defined in Section 102(1) of the Bankruptcy Code, is provided to the counter-party to the Executory Contract affected by such modification. Any objection to the rejection, assumption, or assumption and assignment of any Executory Contract must be filed with the Bankruptcy Court and served on the Debtor, Debtor's counsel and Noteholder's counsel the later of fourteen (14) days prior to the Confirmation Hearing or three (3) days after any amendment to Exhibit ___, but in all events no later than seven (7) days prior to the Confirmation Hearing. In addition, to the extent the Debtor proposes to reject any Executory Contract, the Debtor must comply with the requirements of Section 7 of the Mortgage.

5.3 Cure Procedure and Payments. To the extent assumption and assignment of any Executory Contract or unexpired lease of the Debtor is authorized by the Bankruptcy Court at the Confirmation Hearing or otherwise in connection with this Amended Plan, and/or any Executory Contract or unexpired lease of the Debtor is deemed assumed and assigned pursuant to this Article, the payment of the amount of any arrearage thereunder shall be made, in full, on the Effective Date. The Debtor has reviewed all Executory Contracts and, as of this date, there are no cure payments due under any

Executory Contract. To the extent any party to an Executory Contract disputes the proposed cure payment of $ -0-, such party shall file an objection with the Bankruptcy Court and serve such objection upon the Debtor, Debtor's counsel and Noteholder's counsel no later than fourteen (14) days prior to the Confirmation Hearing. Any objection to the $-0- cure amount will be heard at the Confirmation Hearing.

5.4 **Rejection Claims.** Unless the Bankruptcy Court, the Bankruptcy Code or the Bankruptcy Rules establish an earlier deadline with regard to the rejection of a particular Executory Contract, any Claims arising out of the rejection of Executory Contracts pursuant to Section 5.1 or 5.2 hereof must be filed with the Bankruptcy Court and served upon Debtor no later than thirty days after entry of the Confirmation Order. Any Claims not filed within such time will be forever barred and will not receive any distributions under the Amended Plan. All Claims arising from the rejection of an Executory Contract shall be treated in Class 4.

ARTICLE 6
MEANS FOR EFFECTUATION OF THE AMENDED PLAN

6.1 **Formation of AHB and Conversion of TIC Interests.** AHB shall be formed for the purpose of acquiring a fee simple interest in the Property from the TICs in connection with the Adversary Proceeding.[1]

6.1.1 AHB shall be a manager managed limited liability company.[2] AHB shall be 100% owned by the Company. The Company shall be a manager managed limited liability company with managing member AHO and two (2) other members, HCAM, and AHLM. AHO and HCAM shall hold 100% of the Preferred Equity Units in the Company (AHO's interest in the Company shall be a total of 15% of the Preferred Equity Units in the form of the Preferred MM Units and HCAM's interest in the Company shall be a total of 85% of the Preferred Equity Units in the form of the Preferred A Units. AHLM will be entirely comprised of former TICs. Neither AHLM nor its members shall have any management, voting or governance rights in the Company.[3]

6.1.2 AHB will raise no less than $15,621,572 in new capital (the "New Capital") from the Company, which will include such New Capital from HCAM and AHO, which amounts must be sufficient to fund the Amended Plan and provide a mechanism for the TICs to maintain an indirect ownership interest in the Property (through ownership of membership units of AHLM) without an additional cash payment. AHO must purchase $2,343,263 of Preferred MM Units. The $15,621,572 will be utilized as shown on Exhibit "_____".

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[1] Complete terms of the proposed transfer are contained in in the Transfer Terms, attached hereto as Exhibit "_".

[3] An organizational chart depicting the structure described herein is attached as Exhibit "__".

6.1.3 The terms of ownership and governance of the Company will be more particularly set forth in a Limited Liability Company Operating Agreement (the "LLC Agreement"), Contribution Agreement among HCAM, AHO and the Company (the "Contribution Agreement") and other definitive documents to be entered into by AHO, HCAM and AHLM and which must be acceptable to Noteholder in Noteholder's sole discretion.

6.1.4 Holders of the Preferred A Units and Preferred MM Units will have senior voting rights in the Company. Common Units of AHLM shall carry no weight, have no voting or governance rights and shall not be entitled to a distribution of operating cash flow.

6.1.5 The Preferred A Units (HCAM) and the Preferred MM Units (AHO) will be allocated, pro rata in accordance with their relative ownership of Preferred Equity Units, as follows:

(i) first, a 9% annualized return accruing and compounded monthly (the "Preferred Return"), payable monthly on a current basis first from cash flow from the Property and then from the Preferred Equity Reserve, as shown on Schedule A; (ii) second, 100% of the Property's net sale or refinancing proceeds, including first any and all cash on hand at the Property distributable on sale, until, together with distributions received in (i) above, they have received the return of their Preferred Equity capital and the Preferred Return; and (iii) third, 64% of any amounts remaining from the Property's net sale or refinancing proceeds, including any and all cash on hand at the Property distributable on sale, 85% of which will be paid to HCAM as the holder of the Preferred A Units and 15% of which will be paid to AHO as holder of the Preferred MM Units. AHO in its capacity as Managing Member (or former Managing Member) and AHLM would be allocated from the other 34% of any of the Property's remaining net sale or refinancing proceeds not allocated in (iii) above, as follows: (A) first, 50% to AHLM and 50% to AHO until AHLM receives $1,250,000 ; and (B) second, any remaining amount, 100% to AHO. If the Property is not sold prior to the date six months following the maturity date of the restructured Mortgage Loan, the Preferred Return for all Preferred Equity Units would thereafter increase to 18% per annum, compounded monthly.

6.1.6 Except for the monthly distributions described above to Preferred Members, the Company and AHB will retain all cash from operations as working capital to fund potential funding deficits.

6.1.7 In no event shall Noteholder have any obligation to fund any amounts necessary to implement the Amended Plan.

6.2 **Conversion of TIC Interests**. The interests of the TICs in the Property shall be sold to AHB pursuant to Sections 363(b), (f)(, and (h) and in exchange, on the Effective Date, each TIC shall be granted common units of AHLM in proportion to their interest in the Property prior to the Petition Date through a transaction that is intended to qualify under Section 721 of the Internal Revenue Code.

Upon a sale or refinance of the Property after the Effective Date, and as more fully set forth in the governing agreements of the Company and in the Loan Modification Documents, which agreements shall control in the event of any conflict with this Amended Plan, the sale or refinance proceeds shall be distributed as follows:

a. To the Noteholder until all amounts due to the Noteholder pursuant to the Loan Modification Documents are paid in full;

b. To the contributors of the new equity until they receive 9% annualized return accruing and compounded monthly on such preferred equity as has accrued and remains outstanding as of the closing of the sale and thereafter the return of the capital contributed to facilitate the transaction contemplated herein and so much of the;

c. To the holders of the Preferred Equity Units, 64% of the net sale proceeds; and

d. To AHO the balance of the sale proceeds, of which AHO shall distribute 50% of such funds to the TICs up to $1,250,000. In the event the sale of the Property does not occur within five (5) years of the Effective Date, interest at five percent (5%) per annum shall accrue on the balance and shall be paid upon the closing of the sale of the Property.

The TICs are not entitled to any other distributions.

6.3 **<u>The Adversary Proceeding.</u>** The Debtor has commenced the Adversary Proceeding seeking a sale, pursuant to 11 U.S.C. 363 (b), (f) and (h), of the Property free and clear of all claims, except for the lien of Noteholder, an interests, including those of the TICs, to AHB subject to the Loan Documents as modified by the Loan Modification Documents:

6.3.1 Debtor has entered into a settlement agreement with, among others, the TIC Majority which provides, among other things, that the TIC Majority shall consent to and shall cooperate with the Debtor to obtain entry of a final judgment in the Adversary Proceeding authorizing the sale and transfer of the Property from the TICs to AHB pursuant to 11 U.S.C. §363(h) consistent with this Amended Plan.

6.3.2 Debtor will use reasonable efforts to file a motion to approve the settlement agreement with the TIC Majority on or before May 15, 2014.

6.3.3 Debtor will use reasonable efforts to obtain a final judgment in favor of the Debtor in the Adversary Proceeding on or before June 15, 2014 permitting the sale and transfer of the Property from the TICS to AHB pursuant to §363 (f) and (h) and in exchange, the TICS shall receive common units of AHLM in proportion to their ownership in the Property as contemplated by this Amended Plan.

6.4 The Effective Date. The closing of the transactions required and contemplated by the Transfer Terms and the Amended Plan shall take place at a location in Miami-Dade County, Broward County, or Palm Beach County, Florida that is acceptable to the Debtor and Noteholder (the "Effective Date"). The Effective Date shall be fifteen (15) days after entry of the Confirmation Order, unless a later date is requested by the Debtor, AHO, HCAM and the Noteholder. In no event shall the Effective Date occur on a date after July 31, 2014, unless otherwise agreed to by the Noteholder, AHO and HCAM in their sole discretion.

6.5 Transactions on or Before the Effective Date. The following shall occur at or before the Effective Date subject to satisfaction of the Noteholder Conditions Precedent.

a. **Transfer of Property to AHB** By no later than the Effective Date, the transfer of the Property and Acquired Assets from the TICs to AHB shall be closed. At Closing, the Disbursing Agent, being authorized and directed by the Court in its order granting the Debtor the relief it sought in the Adversary Proceeding, shall convey and transfer to AHB, the Property and Acquired Assets free and clear of all claims and interests of the TICs, by signing and delivering to AHB such deeds, bills of sale, assignments and other Conveyance Documents, including assignments of leases, as AHB reasonably requests.

b. **Transfer of Closing Costs by AHB.**

i. By no later than the Effective Date, AHB shall execute any and all documents necessary to effectuate the assumption of the outstanding Loan between Noteholder and the TICs and the obligations imposed by the Loan Documents including the Cash Management System related thereto, including the Loan Modification Documents;

ii. By no later than the Effective Date, AHB shall pay down the principal balance of the Loan with cash in an amount of no less than $5.07 million or 10% of the outstanding loan balance, whichever is greater;

iii. By no later than the Effective Date, AHB shall pay C-III Asset Management LLC the 1% modification fee, in the amount of $507,090.00 described in Section 4.1(b).

iv. By no later than the Effective Date and no later than closing of the Loan Modification, AHB shall pay to Noteholder all accrued interest, including default interest, outstanding on the Loan as of closing of the Loan Modification, all deferred payments, including deferred interest in the amount of $347,620.00, all outstanding charges, fees and protective advances, and any and all additional protective advances made by Noteholder from the filing of this Amended Plan through the Effective Date.

v. By no later than the Effective Date, AHB shall deposit funds in separate reserve accounts in the name of AHB, but held at a depository institution approved by Noteholder, which funds shall be held in accordance with the Cash Management Provisions of the Loan Documents in the following amounts: $91,294.00 in a 'replacement' reserve; $3,984,761.00 in a TILC Reserve, and $55,000.00 in a '2nd Floor' reserve account.

c. **Guaranty of Minimum Amount and Set Aside.** By no later than the Effective Date, AHB shall deposit Cash available for distribution in an amount not less than the aggregate of the Minimum Distribution Amount and the Set Aside with the Disbursing Agent. If the Disbursing Agent is not holding Cash equal to or greater than the Minimum Distribution Amount and Set Aside on or before the Effective Date, within five (5) business days of the Effective Date, AHB shall deliver Cash to the Disbursing Agent in an amount equal to the difference between the aggregate of the Minimum Distribution Amount and Set Aside, and the amount of Cash then available to the Disbursing Agent.

d. **Guaranty of Security Deposit Account.** By no later than the Effective Date, AHB shall deposit into a segregated Security Deposit Account funds sufficient to satisfy all Allowed Class 3 Claims.

e. **Payment of Class 2 Claims of CW/JLL.** On the Effective Date, Noteholder shall permit AHB to pay all allowed Class 2 Claims.

f. **Cash Collateral.** On or before the Effective Date, the Noteholder shall deliver to AHB all Cash Accounts by transferring such sums from accounts in which the TICs have an interest into accounts held in the name of, which accounts shall be held subject to the Cash Management System of the Loan Documents.

6.6 Exemptions.

a. **Section 1145(a) Exemption.** Pursuant to Section 1145(a) of the Bankruptcy Code, and except with respect to an entity that is an underwriter, the offer or sale under a plan of a security of a successor to the debtor under the plan in exchange for a claim against, an interest in, or a claim for an administrative expense in the case concerning, the debtor is exempt from section 5 of the Securities Act of 1933 and any State or local law requiring registration for the offer or sale of a security. AHB is being formed by the Debtor for the purposes of acquiring substantially all of the assets of the Debtor. AHB is a wholly owned subsidiary of the Company. The Company and AHLM are being formed with the specific purpose of acquiring direct and indirect interests in AHB (and ultimately, the Property) under the Debtor's plan of reorganization. Debtor will request that the Confirmation Order

include a finding that Section 1145(a) is applicable to the issuance of interests in the Company and AHLM.

b. **Section 1146 Exemption.** Pursuant to Section 1146(a) of the Bankruptcy Code, the issuance, transfer, or exchange of any security under the Amended Plan, or the making, delivery, or recording of an instrument of transfer in connection with the Purchase and Sale Agreement and any judgment in the Adversary Proceeding, shall not be taxed under any law imposing a stamp or similar tax, including but not limited to any documentary stamp taxes or intangible taxes, whether on any deed, judgment in the Adversary Proceeing, leasehold, assignment, promissory note, security agreement or mortgage, other than any promissory note, security agreement or mortgage obtained by AHB from a party other than the Noteholder.

6.7 Waiver of Federal Rule of Civil Procedure 62(a). Debtor will request that the Confirmation Order include (i) a finding that Fed. R. Civ. P. 62(a) shall not apply to the Confirmation Order; and (ii) authorization for the consummation of the Amended Plan and the transactions contemplated by the Amended Plan immediately after entry of the Confirmation Order.

6.8 Waiver of Federal Rules of Bankruptcy Procedure 3020, 6004 & 6006. Debtor will request that the Confirmation Order include (i) a finding that Fed. R. Bank. P. 3020(e), 6004(h) and Fed. R. Bankr. P. 6006(d) shall not apply to the Confirmation Order; and (ii) authorization for the consummation of the Amended Plan and the transactions contemplated by the Amended Plan immediately after entry of the Confirmation Order.

6.9 Disbursing Agent. On or before ten (10) days after the Effective Date and thereafter, Debtor shall transfer to the Disbursing Agent all of Debtor's right and title to the Distribution Amount and the Set Aside. The Disbursing Agent shall disburse the Distribution Amount in accordance with the terms of the Amended Plan and the Bankruptcy Code. The Disbursing Agent shall also pay all post-confirmation U.S. Trustee's fees pursuant to 28 U.S.C. § 1930 to the extent required by law and all post-confirmation professionals eligible to be paid fees and costs by the Disbursing Agent. To the extent, if at all, any TIC fails or refuses to execute any document necessary for the transfer and conveyance of the Property and the conversion of the TIC interests, then in such event, the Disbursing Agent, in accordance with Bankruptcy Rule 7070, is authorized to execute and deliver all such documents, including the operating or other agreements related to AHLM, and perform such other acts as are required to be performed by any TIC, and any such document so executed by, or act undertaken by, the Disbursing Agent, shall have the same effect as if executed or performed, as the case may be, by any non-cooperating TIC.

6.10 Post-Confirmation Debtor. Following the Effective Date, all of Debtor's Remaining Assets shall be either (a) transferred to AHB without requiring any additional documentation or (b) abandoned, subject to approval of the Bankruptcy Court. Wherever the Amended Plan refers to the authority, responsibilities, rights, powers or

limitations of the Debtor on or after the Effective Date, such reference shall be deemed to be a reference to the Post-Confirmation Debtor. The Post-Confirmation Debtor shall have the same authority, responsibilities, rights, powers or limitations to discharge the duties of Debtor pursuant to the Amended Plan. The Post-Confirmation Debtor shall be managed by Todd Mikles, who will not receive compensation for acting as manager of the Post-Confirmation Debtor other than the permitted fee of the Disbursing Agent if the Debtor is acting as Disbursing Agent.

6.11 Employment of Professionals of the Post-Confirmation Debtor. The Post-Confirmation Debtor and Disbursing Agent may retain Professionals without the need for approval by the Bankruptcy Court to assist the Post-Confirmation Debtor and Disbursing Agent with their duties and responsibilities under the Amended Plan (the "Post-Confirmation Professionals"). Debtor and Disbursing Agent may retain Debtor's pre-confirmation counsel as a Post-Confirmation Professional.

6.12 Post-Confirmation Professional Compensation. Disbursing Agent shall segregate the Set Aside for the retention and payment of post-confirmation fees payable to the U.S. Trustee, Post-Confirmation Professionals and the Disbursing Agent. Payment to the Post-Confirmation Professionals and the Disbursing Agent shall only be made upon application to Bankruptcy Court pursuant to the procedures set forth herein (the "Application Procedures"). Not more than every thirty (30) days, the Post-Confirmation Professionals and Disbursing Agent may submit an application with the Bankruptcy Court for compensation of reasonable fees and expenses in connection with implementing the Amended Plan. Such applications shall be served upon the Post-Confirmation Debtor, and any other party that specifically requests notice of such fee applications. Any party may object to the application for compensation of the Post-Confirmation Professionals and the Disbursing Agent within ten (10) days of service of an application pursuant to these Application Procedures. If a party in interest timely objects, the Post-Confirmation Debtor shall file a notice of contested matter with the Bankruptcy Court and request a hearing to resolve the objection. If no party timely objects to any application pursuant to the Application Procedures, the Disbursing Agent may distribute cash sufficient to pay the Post-Confirmation Professional or Disbursing Agent's application, without need for further action or approval of the Bankruptcy Court. Any unused or unclaimed amount of the Set Aside shall be paid to AHB.

6.13 Unclaimed or Undistributable Funds. Except with respect to any unused or unclaimed portion of the Set Aside, which unused or unclaimed portion shall be paid to AHB, to the extent any funds are unclaimed or undistributable pursuant to the Amended Plan, Bankruptcy Code Section 347, Bankruptcy Rule 3011, or Local Bankruptcy Rule 3011-1, the Disbursing Agent may distribute such funds to the Bankruptcy Bar Foundation for the Southern District of Florida.

6.14 Bond. Neither the Disbursing Agent nor Post-Confirmation Debtor shall be required to post a bond.

ARTICLE 7
GENERAL PROVISIONS GOVERNING DISTRIBUTIONS BY DEBTOR ON OR AFTER THE EFFECTIVE DATE

7.1 Place and Manner of Payments or Distributions. Unless otherwise specifically provided herein, Disbursing Agent shall make Distributions to the holders of Allowed Administrative Claims, Professional Fee Claims, U.S. Trustee Fees, Priority Unsecured Tax Claims, and Allowed Class 4 Claims, on or before fourteen (14) business days of the later of the Effective Date or Allowance Date, via delivery by either (i) mail to the Claimant at the address of such Claimant as listed in the Schedules of Assets and Liabilities, or a superseding address listed on any proof of claim filed by the Claimant, or (ii) by mail to such other address or by wire transfer to the destination that such Claimant shall have specified for payment purposes in a written notice to Debtor. The transfer of the Closing Costs in satisfaction of the Class 1 Secured Claim of Noteholder shall occur at Closing.

7.2 Undeliverable Distributions. If a Distribution to any Claimant is returned as undeliverable, Disbursing Agent shall use reasonable efforts to determine such Claimant's current address, and no further Distributions shall be made to such Claimant unless and until Disbursing Agent is notified of such Claimant's current address.

7.3 Treatment of Unclaimed or Undeliverable Distributions. If any Claimant entitled to Distributions under the Amended Plan cannot be located prior to the Effective Date or Allowance Date or has its Distribution returned, then such Distribution shall be transferred to Disbursing Agent and, in the case of Cash, held in an interest-bearing account or fund maintained by Disbursing Agent for purposes of holding such distributions. Disbursing Agent will distribute such distributions six months after the Effective Date to the Bankruptcy Bar Foundation of the Southern District of Florida.

7.4 Tax I.D. Number Required In lieu of backup withholding, Disbursing Agent may suspend distribution to any Claimant that has not provided its Federal Tax Identification Number or Social Security Number, as the case may be. Any such distributions that remain suspended as of the Effective Date or Allowance Date shall be transferred to Disbursing Agent and held in an interest-bearing account or fund maintained by Disbursing Agent pending receipt by Disbursing Agent of such information.

ARTICLE 8
DISCHARGE, RELEASE AND EXTINGUISHMENT OF LIENS, CLAIMS, INTERESTS, AND ENCUMBRANCES

8.1 Discharge of Debtor. The rights afforded in the Amended Plan and the treatment of all Claims and Interests shall be in exchange for and in complete satisfaction, discharge, and release of all Claims of any nature whatsoever against any of the Property and Personal Property, except any such claims and liens specifically assumed by AHB in writing. Upon substantial consummation of the Amended Plan, Debtor shall be discharged under Section 1141 of the Bankruptcy Code.

8.2 Retention of Prepetition Actions / Waiver of Claims. Notwithstanding confirmation, Debtor, its successors, heirs, or assigns, shall be able to continue to pursue any and all fraudulent transfer and preference actions commenced prior to the Confirmation Hearing. Any claim for avoidance or recovery of a fraudulent transfer or preference that is not commenced prior to the Confirmation Hearing shall be deemed waived and abandoned.

ARTICLE 9
INJUNCTION AGAINST ENFORCEMENT OF PRECONFIRMATION DEBT

9.1 Injunction Enjoining Certain Actions

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

(i) commencing, conducting or continuing in any manner, directly or indirectly any suit, action, or other proceeding of any kind arising before the Confirmation Date against Debtor, Debtor's estate, or the Property, including the Personal Property (including, without limitation, all suits, actions, and proceedings that are pending as of the Effective Date, shall be deemed to be withdrawn or dismissed with prejudice), including any suit, action or other proceeding which might affect the use or enjoyment of any portion of the Personal Property;

(ii) enforcing, levying, attaching, collecting, or otherwise recovering by any manner or means whether directly or indirectly any judgment, award, decree, or order against Debtor, Debtor's estate, or the Property and Personal Property, relating to any obligation which arose prior to the Effective Date;

(iii) creating, perfecting, or otherwise enforcing in any manner, directly or indirectly, any Lien or Encumbrance against Debtor, Debtor's estate, or the Property and Personal Property;

(iv) asserting any right of subrogation, or recoupment of any kind, directly or indirectly against any obligation due Debtor, Debtor's estate, or the Property and Personal Property;

(v) commencing, conducting or continuing in any manner, directly or indirectly any suit, action, or other proceeding of any kind against Purchaser relating to any obligation of the Debtor or Post-Confirmation Debtor, other than an obligation arising under the Transaction Terms; and

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

ARTICLE 10
RELEASES

10.1 Debtor and Daymark's General Release of Each TIC Majority Member. On the Effective Date, the Debtor and Daymark, each on behalf of itself, its members, partners, representatives, managers, employees, owners, officers, agents, successors, affiliates and assigns (the "Debtor Releasors"), fully release, acquit, satisfy and forever discharge each individual TIC Majority member, their members, shareholders, partners, representatives, managers, employees, owners, officers, agents, successors, affiliates, attorneys and assigns (the "TIC Majority Releasees") of and from and all manner of action and actions, cause and causes of action of any kind, suits, debts, sums of money due, accounts, reckonings, bills, covenants, contracts, controversies, promises, damages, judgments and demands or claims of any kind whatsoever, whether in law or equity, which Debtor Releasors had, now have from the beginning of time through the Effective Date, or which the Debtor Releasors hereafter can, shall or may have against the TIC Majority Releasees. THIS RELEASE IS INTENDED AND SHALL BE CONSTRUED AS A TOTAL, ABSOLUTE, UNASSAILABLE AND UNCONDITIONAL TERMINATION OF ANY AND ALL LIABILITIES OF THE TIC MAJORITY RELEASEES.

10.2 Each TIC Majority Member's Release of Debtor and Daymark. On the Effective Date, each member of the TIC Majority, on behalf of themselves, their members, partners, representatives, managers, employees, owners, officers, agents, successors, affiliates and assigns (the "TIC Majority Releasors"), fully release, acquit, satisfy and forever discharge the Debtor and Daymark, and their respective members, shareholders, partners, representatives, managers, trustees, employees, owners, officers, agents, successors, affiliates, attorneys and assigns (the "Debtor Releasees") of and from and all manner of action and actions, cause and causes of action of any kind, suits, debts, sums of money due, accounts, reckonings, bills, covenants, contracts, controversies, promises, damages, judgments and demands or claims of any kind whatsoever, whether in law or equity, which the TIC Majority Releasors had, now have from the beginning of time through the Effective Date, or which the TIC Majority Releasors hereafter can, shall or may have against the TIC Majority Releasees. THIS RELEASE IS INTENDED AND SHALL BE CONSTRUED AS A TOTAL, ABSOLUTE, UNASSAILABLE AND UNCONDITIONAL TERMINATION OF ANY AND ALL LIABILITIES OF THE DEBTOR RELEASEES.

10.3 Daymark's General Release of the Debtor. On the Effective Date, Daymark, on behalf of itself, its members, partners, representatives, managers, employees, owners, officers, agents, successors, affiliates and assigns (the "Daymark Releasors"), fully release, acquit, satisfy and forever discharge the Debtor, its members, shareholders, partners, representatives, managers, employees, owners, officers, agents, successors, affiliates, attorneys and assigns (the "Debtor Releasees") of and from and all manner of action and actions, cause and causes of action of any kind, suits, debts, sums of money due, accounts, reckonings, bills, covenants, contracts, controversies, promises, damages, judgments and demands or claims of any

kind whatsoever, whether in law or equity, which Daymark Releasors had, now have from the beginning of time through the Effective Date, or which the Daymark Releasors hereafter can, shall or may have against the Debtor Releasees, including but not limited to any claims the Daymark Releasors currently have against the Debtor. THIS RELEASE IS INTENDED AND SHALL BE CONSTRUED AS A TOTAL, ABSOLUTE, UNASSAILABLE AND UNCONDITIONAL

10.4 **General Release of the Noteholder and the Special Servicer**. On the Effective Date, each member of the TIC Majority, the Debtor, Daymark, and the Other TICs, on behalf of themselves, their members, partners, representatives, managers, employees, owners, officers, agents, successors, affiliates and assigns (the "TIC Related Releasors"), fully release, acquit, satisfy and forever discharge the Noteholder and the Special Servicer, and their respective master and special servicers, members, shareholders, partners, representatives, managers, trustees, employees, owners, officers, agents, successors, affiliates, attorneys and assigns (the "Noteholder Releasees") of and from and all manner of action and actions, cause and causes of action of any kind, suits, debts, sums of money due, accounts, reckonings, bills, covenants, contracts, controversies, promises, damages, judgments and demands or claims of any kind whatsoever, whether in law or equity, which the TIC Related Releasors had, now have from the beginning of time through the Effective Date, or which the TIC Related Releasors hereafter can, shall or may have against the Noteholder Releasees. THIS RELEASE IS INTENDED AND SHALL BE CONSTRUED AS A TOTAL, ABSOLUTE, UNASSAILABLE AND UNCONDITIONAL TERMINATION OF ANY AND ALL LIABILITIES OF THE NOTEHOLDER RELEASEES.

10.5 **General Release of the Holders of Preferred Equity**. On the Effective Date, TIC Related Releasors fully release, acquit, satisfy and forever discharge all holders of Preferred Equity Units, and their respective members, shareholders, partners, representatives, managers, employees, owners, officers, agents, successors, affiliates, attorneys and assigns (the "Preferred Equity Releasees") of and from and all manner of action and actions, cause and causes of action of any kind, suits, debts, sums of money due, accounts, reckonings, bills, covenants, contracts, controversies, promises, damages, judgments and demands or claims of any kind whatsoever, whether in law or equity, which the TIC Related Releasors had, now have from beginning of time through the Effective Date, or which the TIC Related Releasors hereafter can, shall or may have against the Preferred Equity Releasees. THIS RELEASE IS INTENDED AND SHALL BE CONSTRUED AS A TOTAL, ABSOLUTE, UNASSAILABLE AND UNCONDITIONAL TERMINATION OF ANY AND ALL LIABILITIES OF THE PREFERRED EQUITY RELEASEES.

ARTICLE 11
EXCULPATION AND LIMITATION OF LIABILITY

11.1 None of the Exculpated Parties shall have or incur any liability to any person or any of their respective agents, employees, representatives, advisors, attorneys, affiliates, shareholders, or members or any of their successors or assigns,

for any act or omission in connection with, relating to, or arising out of the Bankruptcy case, the disclosure statement, the transactions contemplated by or described in the Amended Plan or disclosure statement, the formulation, negotiation, or implementation of this Amended Plan, the pursuit of the confirmation of this Amended Plan, the confirmation of this Amended Plan, the consummation of this Amended Plan or the administration of this Amended Plan or the property to be distributed under this Amended Plan.

11.2 Notwithstanding any other provisions of the Amended Plan, no person, no person's agents, directors, managers, officers, employees, representatives, advisors, attorneys, affiliates, shareholders, or member and no person's successors or assigns shall have any right of action against any of the Exculpated Parties for any act or omission in connection with, relating to, or arising out of the Chapter 11 Case, the Disclosure Statement, the transactions contemplated by or described in the Amended Plan or the Disclosure Statement, the formulation, negotiation, or implementation of this Amended Plan, the pursuit of Confirmation of this Amended Plan, the Confirmation of this Amended Plan, the consummation of this Amended Plan, or the administration of this Amended Plan or the property to be distributed under this Amended Plan.

ARTICLE 12
CONDITIONS TO EFFECTIVE DATE AND CLOSING

12.1 **Conditions.** The occurrence of the Effective Date and Closing shall be subject to the satisfaction of each of the following conditions:

12.1.1 The Confirmation Order shall be entered by the Bankruptcy Court and shall be final, non-appealable and not subject to any stay.

12.1.2 The closing of the transfer of the Property from the TICs to AHB, including the execution of the Loan Modification and such other documents referenced in Articles 4 and 6 of this Amended Plan.

12.1.3 Satisfaction of all the following closing conditions necessary for funding of the New Capital: (i) entry of the Confirmation Order and such order being final and non-appealable; (ii) entry of a final and non-appealable judgment in the Adversary Proceeding authorizing and directing the sale of the Property to AHB free and clear of the interests of the TICs; (iii) approval of the Loan Modifications by HCAM; (iv) representations and warranties from AHO/SovCap satisfactory to HCAM, AHB and Property compliance with laws and regulations; (iv) no adverse change prior to the Closing Date of the transaction in the physical condition, financial condition or prospects of, or in the circumstances affecting the Property; (v) no pending or threatened litigation, except as set for on the attached Exhibit ___; and (vi) execution of the documents referenced in Section 6.1.3 of this Amended Plan. If the Closing Conditions above and in the Contribution Agreement are not satisfied or otherwise waived by HCAM,

then the Debtor, the Property or Paddockbunker will reimburse HCAM for all its due diligence and legal expenses.

12.1.4 All deliveries required to be made on or before the Effective Date have been made or waived by the party for whose benefit such delivery is intended.

12.1.5 The Noteholder Conditions Precedent shall have been satisfied.

ARTICLE 13
FAILURE TO MEET CONDITIONS FOR EFFECTIVE DATE AND CLOSING

13.1 **Closing and the Effective Date.** Notwithstanding any other provision of this Amended Plan, if, for whatever reason, the Confirmation Order is not docketed by July 31, 2014 and the Closing Conditions are not satisfied and the Closing does not occur by August 15, 2014, or some other date as agreed to by Noteholder, AHO, and HCAM in writing, the Effective Date shall never occur and the Amended Plan shall not go into effect.

13.2 **Noteholder Relief from Stay.** Notwithstanding any other provision of this Plan, if, for whatever reason, the Confirmation Order is not docketed by July 31, 2014 and Closing Conditions are not satisfied and the Closing does not occur by August 15, 2014, or some other date as agreed to by Noteholder, AHO, and HCAM in writing, the Court shall, upon the request of Noteholder, enter an Order granting Noteholder immediate relief from the automatic stay to pursue and to exercise any and all remedies available to the Noteholder under any applicable contract, law or in equity against the Debtor or any other person or entity (the "Stay Order"). Upon the filing of a notice with the Court, the Debtor waives its rights to object to the Noteholder's request for relief from the automatic stay and expressly consents to the entry of the Stay Order.

Notwithstanding any other provision of this Amended Plan, if, for whatever reason, the Closing Conditions are not satisfied and the Closing does not occur by August 15, 2014, or some other date as agreed to by Noteholder, AHO, and HCAM in writing, then the following the Confirmation Order shall provide that the exclusive period for filing a plan of reorganization, as set forth in section 1121(d) of the Bankruptcy Code, shall immediately an automatically terminate, and the Noteholder shall be entitled (but not required) to file, and seek confirmation of, any plan acceptable to Noteholder; (ii) the automatic stay under section 362 of the Bankruptcy Code shall be deemed modified such that the Noteholder shall be entitled without seeking any other or further relief from the Court.

13.4 **No Discharge or Injunction As to Certain Relief**. Notwithstanding any other provision of this Amended Plan, if, for whatever reason, the Confirmation Order is not docketed by July 31, 2014 and the Closing Conditions are not satisfied and the Closing does not occur by August 15, 2014, or some other date as agreed to by Noteholder, AHO, and HCAM in writing, the Debtor shall not receive any discharge

as the Amended Plan will not have been substantially consummated as required under § 8.1 *supra*, and no injunction shall be entered or effective to enjoin or otherwise affect the exercise of Noteholder's *in rem* rights and remedies as to the Property.

ARTICLE 14
PROVISIONS FOR THE RESOLUTION OF OBJECTIONS TO PROOFS OF CLAIM

14.1 Right to Object to Claims. The Deadline to object to claims shall be fourteen (14) days prior to the Confirmation Hearing or some other date as established by Bankruptcy Court Order.

14.2 Deadline for Responding to Claim Objections. A Claimant whose Claim has been objected to in accordance with Section 11.1, must file with the Bankruptcy Court and serve upon the parties identified in Section 14.1 a response to such claim objection within thirty (30) days after service of any objection to its Claim. Failure to file such a response within the 30-day time period shall be cause for the Bankruptcy Court to enter a default judgment against the non-responding Claimant and to thereby grant the relief requested in the Claim objection.

14.3 Estimation of Claims. Debtor may request the Bankruptcy Court to estimate any Claim for purposes of voting on this Amended Plan or Allowance pursuant to Section 502(c) of the Bankruptcy Code.

ARTICLE 15
GENERAL PROVISIONS RELATING TO RESERVES PRIOR TO EFFECTIVE DATE

15.1 Distributions on Allowed Claims Only. Distributions made under the Amended Plan shall be made only to the holders of Allowed Claims. Until a Disputed Claim becomes an Allowed Claim, the holder of that Disputed Claim shall not receive the consideration otherwise provided to such Claimant under the Amended Plan.

15.2 Establishment of Disputed Claims Reserve. Disbursing Agent shall deposit the Distributions reserved for the holders of Disputed Claims in a reserve fund called the Disputed Claims Reserve. Disbursing Agent shall hold the Disputed Claims Reserve in trust for the holders of Disputed Claims pending determination of their entitlement thereto under the terms of the Amended Plan. When a Disputed Claim becomes an Allowed Claim, Disbursing Agent shall release and deliver the Distributions reserved for such Allowed Claims from the Disputed Claims Reserve, together with any earned interest attributable to such Distributions. The Disbursing Agent shall also deposit into the Disputed Claims Reserve all unclaimed Distributions. At the time that a proper Person claims a previously unclaimed Distribution in accordance with the Amended Plan, Disbursing Agent shall release such Distribution from the Disputed Claims Reserve and deliver same to that Person, together with any earned interest attributable to such Distribution.

ARTICLE 16
RETENTION OF JURISDICTION

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

(a) ensure that the Amended Plan is carried out;

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

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

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

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

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

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

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

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

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

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

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

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

(n) determine all questions and disputes regarding title to the Estate Property and any other assets of Debtor;

(o) classify the Claims of any Claim holders and the treatment of these Claims under the Amended Plan, to re-examine Claims that may have been allowed for purposes of voting, and to determine objections that may be filed to any Claims;

(p) take any action described in the Amended Plan involving the post-confirmation Debtor;

(q) enter a final decree in Debtor's case as contemplated by Bankruptcy Rule 3022;

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

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

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

ARTICLE 17
GENERAL PROVISIONS

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

Debtor or Post-Confirmation Debtor:

Messana, P.A.
Attn: Thomas M. Messana, Esq.
P.O. Box 2485
Fort Lauderdale, Florida 33303 -2485
Facsimile : (954) 712-7401
E-mail: tmessana@messana-law.com

Disbursing Agent

17.2 **Dates.** The provisions of Bankruptcy Rule 9006 shall govern the calculation of any dates or deadlines referenced in the Amended Plan.

17.3 **Further Action.** Nothing contained in the Amended Plan shall prevent Debtor from taking such actions as may be necessary to consummate the Amended Plan, even though such actions may not specifically be provided for within the Amended Plan.

17.4 **Attachments.** All attachments to the Amended Plan are incorporated herein by reference and are intended to be an integral part of this document as though fully set forth in the Amended Plan. All exhibits to the Amended Plan shall be filed with the Bankruptcy Court no later than ten days before the Confirmation Date.

17.5 **Plan Amendments.** Before the Confirmation Date, Debtor may modify, amend or withdraw the Amended Plan without approval of the Bankruptcy Court. After the Confirmation Date, with the consent of Noteholder, Debtor may, subject to Bankruptcy Court approval and so long as it does not materially or adversely affect the rights set forth in the Amended Plan of Creditors and other parties in interest, amend or modify the Amended Plan to remedy any defect or omission or reconcile any inconsistencies in the Amended Plan or in the Confirmation Order, in such manner that may be necessary to carry out the purposes and intent of the Amended Plan.

17.6 **Exhibits.** Exhibits to the Amended Plan or the Disclosure Statement can be filed with the Bankruptcy Court no later than ten (10) days prior to the Confirmation Hearing and will be available on the docket, at the clerk of the Bankruptcy Court, or upon request of Debtor's bankruptcy counsel.

17.7 **Binding Effect.** Upon occurrence of the Effective Date, the Amended Plan shall be binding on, and inure to the benefit of, Debtor, AHB, the holders of Claims and Interests, and their respective successors and assigns, and all TICs regardless of whether those parties voted to accept the Amended Plan.

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

17.9 **Assignment by Noteholder**. Noteholder may assign all of its rights under the Amended Plan provided that such assignment shall not relieve ~~r~~Noteholder of its obligations under the Amended Plan. In the event of an assignment by Noteholder of its rights under the Amended Plan, all provisions of the Amended Plan and Confirmation Order intended for the benefit of Noteholder shall inure to the benefit of both Noteholder and its assignee.

ARTICLE 18
SUBSTANTIAL CONSUMMATION

18.1 **Substantial Consummation.** The Amended Plan shall be deemed substantially consummated immediately on the completion of all material actions required to be undertaken on the Effective Date.

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

18.3 **Final Decree.** After the Effective Date, Debtor may move for a final decree closing the case and requesting such other orders as may be necessary and appropriate.

DATED: May 15, 2014

NNN AVENTURA HARBOUR CENTRE LLC, Debtor and Debtor-in-Possession

By: _____
Name: Todd Mikles
Its: Authorized Agent

Messana, P.A.
Attorneys for Debtor
Thomas M. Messana
Brett D. Lieberman
401 East Las Olas Blvd
Suite 1400
Fort Lauderdale, FL 33301
Fax No.: (954) 712-7401
Email: tmessana@messana-law.com

By: /s/ Thomas M. Messana
Thomas M. Messana
Brett D. Lieberman

ANNEX "A"

GLOSSARY OF DEFINED TERMS

Acquired Assets means all Property, including the Real Property, the Personal Property and all Cash Accounts, to be transferred to AHB pursuant to the final judgment in the Adversary Proceeding or otherwise.

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

Adversary Proceeding means that certain adversary proceeding commenced by Debtor, Adv. Case No. 13-01830-RBR.

AHB means Aventura Harbour Borrower, LLC, the proposed purchaser of the Property.

AHO means Aventura Harbour Operator, LLC, an affiliate of SovCap and the managing member of AHP.

AHLM shall mean Aventura Harbour LM, LLC, a Delaware limited liability company made up of all TICs in proportion to their former ownership interests in the Property.

Allowance Date shall mean the date on which a Disputed Claim becomes an Allowed Claim by Final Order.

Allowed Administrative Claim means an Administrative Claim allowed under the Bankruptcy Code.

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

"Allowed Claim" shall not, for the purposes of computation of Distributions under the Amended Plan, include post petition interest on the amount of such Claim.

Allowed General Unsecured Claim means a General Unsecured Claim that is an Allowed Claim.

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

Allowed Priority Tax Claim means a Priority Tax Claim that is an Allowed Claim.

Allowed Secured Claim means a Secured Claim that is an Allowed Claim.

Amended Plan means this First Amended Plan of Reorganization of NNN Aventura Harbour Center LLC, as it may be amended, modified, or supplemented from time to time.

Avoidance Actions means any causes of action and rights arising under Sections 506, 510, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551 and/or 553 of the Bankruptcy Code.

Bankruptcy Case means the chapter 11 bankruptcy case of Debtor, currently pending before the Bankruptcy Court as case no. 13-32195-RBR.

Bankruptcy Code means Title 11 of the United States Code, as amended from time to time and made applicable to Debtor's cases.

Bankruptcy Court means the United States Bankruptcy Court for the Southern District of Florida, Fort Lauderdale Division, or in the event such court ceases to exercise jurisdiction over a Debtor's Chapter 11 case, such court as may have jurisdiction with respect to the reorganization of Debtor under Chapter 11 of the Bankruptcy Code.

Bankruptcy Rules means the Federal Rules of Bankruptcy Procedure.

Cash means lawful currency of the United States of America, negotiable instruments, documents of title, securities, deposit accounts or other cash equivalents.

Cash Accounts means any and all accounts in which the Debtor holds an interest.

Cash Collateral means Cash which is the collateral of a Creditor holding a Secured Claim as set forth in 11 U.S.C. § 363.

Cash Management System means the Cash Management System currently utilized by the Debtor and as more fully described in the Loan Documents.

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

Claimant means the holder of a Claim.

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

Closing means the closing of the transactions set forth in this Amended Plan, which are to occur on the Effective Date.

Closing Conditions means those conditions set forth in Section 12.1.3 of this Amended Plan.

Closing Date means the date of the Closing.

Company means Aventura Harbour Parent, LLC the parent and 100% owner of AHB.

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

Confirmation Hearing means the date of the final hearing at which the Bankruptcy Court considers confirmation of the Amended Plan.

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

Confirmation Process means the process leading to and including the entry by the Bankruptcy Court of the Confirmation Order.

Conveyance Documents means those documents necessary to convey or evidence the conveyance of the Property or Personal Property from the TICs to AHB

Creditor shall have the meaning set forth in 11 U.S.C. § 101(10).

CW shall mean Cushman Wakefield.

Daymark means Daymark Properties Realty, Inc.

Debtor means NNN Aventura Harbour Centre LLC and, when the context so requires, in its capacity as debtor and debtor-in-possession under Section 1107 and 1108 of the Bankruptcy Code.

Disbursing Agent means the Person identified by the Debtor on or before 10 days prior to the Effective Date engaged to disburse funds pursuant to the Amended Plan or, the Debtor, if no such Person is identified, or such other Person as is designated by the Bankruptcy Court.

Disclosure Statement means the Disclosure Statement filed by Debtor in connection with the Amended Plan (including amendments or modifications thereto).

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

Disputed Claims Reserve means Cash reserved pursuant to section 12.2 of the Amended Plan.

Distribution means a distribution of Cash from Debtor on account of an Allowed Claim.

Distribution Amount means the amount available to Disbursing Agent for Distribution to Creditors under the Amended Plan.

Encumbrance means any lien, charge, mortgage, interest, security interest, claim, option, encumbrance, pledge, hypothecation, right to purchase, deed of trust, equitable interest, beneficial interest, easement, right-of-way, servitude, right of possession, lease tenancy, license, Claim, encroachment, reservation, imperfection of title, condition, interest or restriction of any kind, including, but not limited to, restriction on the use, other than any of the foregoing specifically permitted in the Purchase and Sale Agreement.

Effective Date is as defined in Section 6.3 of the Amended Plan

Executory Contracts means "executory contracts" and "unexpired leases" as such terms are used within Section 365 of the Bankruptcy Code, whether or not scheduled by Debtor.

Exculpated Party or Exculpated Parties means the Debtor, HCAM, the Noteholder, the Special Servicer, any master or special servicers of Noteholder, AHO, AHLM, the Company, the TIC Majority and the Trustee and their respective agents, officers, directors, managers, employees, representatives, advisors, attorneys, affiliates, servicers, shareholders or members, or any of their successors or assigns.

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

Final Cash Collateral Order means that certain *Final Order Authorizing Debtor (1) to Use Cash Collateral Pursuant to 11 U.S.C. § 363 and (2) to Provide Adequate*

Protection in Connection Therewith Pursuant to 11 U.S.C. § 361 entered in the Bankruptcy Case.

General Unsecured Claim means an Unsecured Claim which is not entitled to priority under the Bankruptcy Code.

HCAM means HC Aventura Member, LLC , the holder of the Preferred A Units.

Impairment or Impaired means the definition under Section 1124 of the Bankruptcy Code.

Insider shall have the meaning set forth in 11 U.S.C. § 101(31).

Interest means the rights arising from the issued and outstanding membership interest or the right to purchase membership interest in the Debtor.

JLL means Jones Lang LaSalle.

Lien means a valid, perfected and enforceable lien, security interest or other interest in or encumbrance against Property of Debtor's estate.

Loan means that certain Loan between the TICs as Borrowers and Noteholder in the original principal amount of $51,180,000.00.

Loan Documents means the Promissory Note, Mortgage, Security Agreement and Fixture Filings, the Assignment of Leases and Rents, the Guaranty and any and all other documents executed by the Debtor and the other TICs in favor of Noteholder, and any modifications, renewals or extensions to such documents.

Loan Modification means any modifications to the Loan Documents necessary to incorporate the terms of the Amended Plan.

Loan Modification Documents means the documents required by the Noteholder to evidence the Loan Modification which shall be acceptable to Noteholder in Noteholder's sole discretion and which shall include without limitation, the assumption, amendment and restatement of the Loan Documents. .

Local Bankruptcy Rules means those Local Rules issued by the Bankruptcy Court and effective as of December 1, 2009, as well as all guidelines and administrative orders issued by the Bankruptcy Court, as same may be amended from time to time.

MR&B means Meland Russin & Budwick, P.A.

Maturity Date means the current maturity date under the Loan of May 1, 2016.

Minimum Distribution Amount means an amount of Cash necessary to satisfy the sum of all Allowed Administrative Claims, Professional Fee Claims, U.S. Trustee Fees, Priority Unsecured Tax Claims, and Allowed Class 4 Unsecured Claims in their entirety.

Mortgage means that certain Mortgage, Security Agreement and Fixture Filing between the TICs and Noteholder, recorded in the Official Public Records of Miami-Dade County, Florida at Book 24478, Page 4443.

Noteholder means Wells Fargo Bank, N.A., as Trustee for Morgan Stanley Capital I Inc., Commercial Mortgage Pass through Certificates, Series 2006-IQ12.

Noteholder Conditions Precedent means that (1) Noteholder shall have been paid all third-party expenses incurred by Noteholder or its special servicer in connection with the bankruptcy cases of Debtor, the Amended Plan, Debtor's prior default under the Loan Documents, and/or the Loan Modification, including all accrued but unpaid interest on the Loan in accordance with the Loan Documents, appraisal fees, title charges, attorneys' fees and expenses, and any other loan servicing costs, (2) the Loan Modification Documents shall have been executed and delivered to Noteholder, (3) all conditions precedent set forth in the Loan Modification Documents shall have been satisfied, including, without limitation, the payment to the Noteholder of all amounts specified in this Amended Plan or in the Loan Modification Documents to be paid to the Noteholder contemporaneously with assumption of the Loan shall been paid in full, (4) execution and delivery of the New Guaranty by New Guarantor shall have occurred, (5) the Noteholder Release shall have been delivered to Noteholder, (6) the ownership interests in AHB and the organizational documents of AHB and its constituent owners shall have been approved by Noteholder in its sole discretion, and (7) the restructure fee described in Section 4.1(b)(iii) shall have been paid to Noteholder. For the avoidance of doubt, in no event shall Noteholder be required to enter into the Loan Modification Documents with any person other than AHB.

Net Proceeds means gross proceeds paid by Purchaser on account of the Acquired Assets, less only reasonable and customary closing costs paid to Persons (other than Insiders) including, without limitation, the Broker, and subject to reasonable and customary prorations and adjustments as shown on a closing statement provided to and approved by Noteholder not less than two (2) business days prior to the Closing.

Other TICs means NNN Aventura Harbour Centre 1, LLC, NNN Aventura Harbour Centre 2, LLC, NNN Aventura Harbour Centre 3, LLC, NNN Aventura Harbour Centre 4, LLC, NNN Aventura Harbour Centre 5, LLC, NNN Aventura Harbour Centre 6, LLC, NNN Aventura Harbour Centre 7, LLC, NNN Aventura Harbour Centre 8, LLC, NNN Aventura Harbour Centre 9, LLC, NNN Aventura Harbour Centre 10, LLC, NNN Aventura Harbour Centre 11, LLC, NNN Aventura Harbour Centre 12, LLC, NNN Aventura Harbour Centre 13, LLC, NNN Aventura Harbour Centre 14, LLC, NNN Aventura Harbour Centre 15, LLC, NNN Aventura Harbour Centre 16, LLC, NNN Aventura Harbour Centre 17, LLC, NNN Aventura Harbour Centre 18, LLC, NNN Aventura Harbour Centre 19, LLC, NNN Aventura Harbour Centre 20, LLC, NNN Aventura Harbour Centre 21, LLC, NNN Aventura Harbour Centre 22, LLC, NNN Aventura Harbour Centre 23, LLC, NNN Aventura Harbour Centre 24, LLC, NNN Aventura Harbour Centre 25, LLC, NNN Aventura Harbour Centre 26, LLC, NNN Aventura Harbour Centre 27, LLC, NNN Aventura Harbour Centre 28, LLC, NNN Aventura Harbour Centre 31, LLC, NNN Aventura Harbour Centre 32, LLC, NNN Aventura Harbour Centre 33, LLC, NNN Aventura Harbour Centre 34, LLC.

Paddockbunker means Paddockbunker, LLC the holder of 100% of the Class B voting rights in the Debtor

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

Personal Property means all right, title and interest in and to any and all property of every kind or nature, owned by the TICs as of the Effective Date, including, but not limited to, property as defined in Section 541 of the Bankruptcy Code and the Personal Property described on Exhibit ____ attached hereto.

Petition Date means September 17, 2013, the date of the filing of the Bankruptcy Case.

Post-Confirmation Debtor means the entity that exists from the Effective Date until the closure of the Bankruptcy Case and shall have the powers and responsibilities as set forth in Article 6 of the Amended Plan.

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

Preferred A Units means those certain preferred equity units of AHP acquired by HCAM in exchange for up to $13,278,336 in capital investment.

Preferred Equity Units means all Preferred MM Units (which shall constitute 15% of all Preferred Equity Interests) and all Preferred A Units (which shall constitute 85% of all Preferred Equity Interests).

Preferred MM Units means those certain preferred equity units of AHP acquired by AHO in exchange for up to $2,343,236.

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

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

Property means the Real Property and Personal Property.

Property Management Agreement means that certain management agreement between the TICs and Triple Net Properties Realty, Inc. n/k/a Daymark Properties Realty, Inc. and its successors and assigns.

Purchase and Sale Agreement means a Purchase and Sale Agreement between the Debtor, as seller, and AHB, as buyer, for the Acquired Assets, providing for the sale to AHB in ans "as is, where is" basis and containing the usual, customary, and appropriate representations and warranties from the Debtor and which otherwise is in form and substance satisfactory to the Noteholder.

Real Property means certain 11-story Class A office building of approximately 213,878 square feet with an adjacent 1-story structure, located at 18851 NE 29th Avenue, Aventura, Florida the legal description of which is: Tract "A" of Harbour Centre, according the Plat hereof as recorded in Plat Book 158, Page 77, of the Public Records of Miami-Dade County, Florida

Remaining Assets means all property including, without limitation, Avoidance Actions owned by the Debtor following the Closing Date, but excluding Acquired Assets.

Schedules of Assets and Liabilities means the Schedules of Assets and Liabilities as amended from time to timed and filed by Debtor in its Bankruptcy Case.

Secured Claim means a Claim for which a Claimant holds a valid, perfected and enforceable lien, not subject to avoidance or subordination under the Bankruptcy Code or applicable non-bankruptcy law, or a Claim for which a Claimant asserts a setoff under Section 553 of the Bankruptcy Code, but only to the extent of the value, determined in accordance with Section 506(a) of the Bankruptcy Code, of the Claimant's interest in Debtor's interest in the Property or to the extent of the amount subject to such setoff, as the case may be, unless a timely election has been made under Section 1111(b)(2) of the Bankruptcy Code.

Security Deposit Reserve means that certain reserve account established by AHB.

Set Aside means the sum of Seventy Five Thousand Dollars and No/100 ($75,000.00) to be available under the Amended Plan for payment of post-confirmation fees payable to the U.S. Trustee, and the retention and payment of Post-Confirmation Professionals and the Disbursing Agent.

SovCap means Sovereign Capital Management Group, Inc. The ultimate interest holders of SovCap are indirect affiliates of Paddockbunker, LLC, the controlling voting member of Debtor.

Special Servicer means C-III Asset Management LLC, solely in its capacity as Special Servicer for the Noteholder.

TICs means the Debtor and the Other TICs.

TIC Majority means NNN Aventura Harbour Centre 1, LLC, NNN Aventura Harbour Centre 3, LLC, NNN Aventura Harbour Centre 4, NNN Aventura Harbour Centre 5, LLC, NNN Aventura Harbour Centre 6, LLC, NNN Aventura Harbour Centre 7, LLC, NNN Aventura Harbour Centre 8, LLC, NNN Aventura Harbour Centre 10, LLC, NNN Aventura Harbour Centre 11, LLC, NNN Aventura Harbour Centre 12, LLC, NNN

Aventura Harbour Centre 13, LLC, NNN Aventura Harbour Centre 15, LLC, NNN Aventura Harbour Centre 17, LLC, NNN Aventura Harbour Centre 21, LLC, NNN Aventura Harbour Centre 22, LLC, NNN Aventura Harbour Centre 23, LLC, NNN Aventura Harbour Centre 24, LLC, NNN Aventura Harbour Centre 25, LLC, NNN Aventura Harbour Centre 26, LLC, NNN Aventura Harbour Centre 27, LLC, NNN Aventura Harbour Centre 28, LLC, NNN Aventura Harbour Centre 31, LLC, NNN Aventura Harbour Centre 32, LLC and NNN Aventura Harbour Centre 33, LLC.

TIC Class "A" means the TIC Majority.

TIC Class "B" means all TICs.

TILC Reserve means that certain reserve account dedicated to the payment of tenant improvements and leasing commissions in connection with the Property.

Tenants means those tenants occupying space in the Property contained on Exhibit __.

Tenants-in-Common Agreement means that certain operating agreement between the TICs which defines, among other things, each TIC's rights, responsibilities and obligations, and provides the guidelines for the operations and management of the Property.

Unsecured Claim means a Claim that is not a Secured Claim. The term specifically includes any tort Claims or contractual Claims or Claims arising from damage or harm to the environment and, pursuant to Section 506(a) of the Bankruptcy Code, any Claim of a Creditor against Debtor to the extent that such Creditor's Claim is greater than the value of the Lien securing such Claim, any Claim for damages resulting from rejection of any Executory Contract pursuant to Section 365 of the Bankruptcy Code, and any Claim not otherwise classified under the Amended Plan.