

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF FLORIDA
WEST PALM BEACH DIVISION
www.flsb.uscourts.gov

In re:

Case No. 21-15555-EPK

PALM BEACH RESORT AND BEACH
CLUB CONDOMINIUM ASSOCIATION,
INC.,

Chapter 11

Debtor.

DEBTOR'S PLAN OF LIQUIDATION

Submitted on September 2, 2021 by:

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ARTICLE I
SUMMARY AND BACKGROUND

1.01 Introduction. This is the Plan of Liquidation (the “Plan”) under Subchapter V of Chapter 11 of the Bankruptcy Code of Palm Beach Resort and Beach Club Condominium Association, Inc. (the “Debtor” or (“Association”). Creditors will receive payment from the Debtor from the sale proceeds of the Debtor’s interests in the real property located at 3031 S. Ocean Boulevard, Palm Beach, Florida known as the Palm Beach Resort and Beach Club Condominium (the “Condominium”) and the Debtor’s cash reserves. Each Condominium tenant in common interest owners (each a “TIC Unit Owner” and collectively, the “TIC Unit Owners”) will receive their allocable share of (i) sales proceeds from the sale of the Condominium after the Debtor has paid all of its debts less any unpaid assessment fees, and (ii) the Debtor’s net proceeds from the Condominium sale and any remaining cash reserves.

This Plan provides for one class of priority claims and one class of non-priority unsecured creditors. Both priority claimants and general unsecured creditors holding allowed claims will be paid in full upon the later of the effective date of the Plan or upon receipt of sales proceeds. This Plan also provides for the payment of administrative and priority claims.

All creditors and TIC Unit Owners should refer to Article VII of this Plan for information regarding the precise treatment of their claim. **Your rights may be affected. You should read these papers carefully and discuss them with your attorney, if you have one. (If you do not have an attorney, you may wish to consult one.)**

1.02 Description and History of the Debtor’s Business. The Debtor is a not-for-profit corporation. The Debtor was formed for the purpose of managing, operating and maintaining the Condominium according to Declaration of Condominium of The Palm Beach Resort and Beach Club Condominium, as recorded in Official Records Book 3464, Page 1474 of the Public Records of Palm Beach County, Florida (the “Declaration”), and all amendments thereto.

The Condominium consists of one (1) two-story building containing twenty-nine (29) units (collectively, the “Units”) and common areas, a swimming pool and patio area, paved driveways, walkways and parking areas, dock facility which are common elements appurtenant thereto.

From 1981 through 2020 (the “Timeshare Period”), the Condominium operated as a timeshare condominium whereby individuals purchased an ownership interest with the right to use certain week intervals in the Condominium (“Owner(s) of Unit Week”), and in exchange for ownership interest and for the right to use the Condominium, each owner was subject to regular assessments to maintain and operate the Condominium (collectively referred to herein as “Interval Ownership”). During the Timeshare Period, each Unit was committed to Interval Ownership. Pursuant to Section 4 of the Declaration, each Unit contained fifty-two (52) Unit Weeks, resulting one thousand five hundred and eight (1,508) Unit Weeks in the Condominium and for purposes of sharing in the Debtor’s common expenses and common surplus, as well as the voting rights of Owners of Unit Weeks. Each Owner of Unit Weeks was allocated a one-fifty-first (1/51) vote and share in the Debtor’s common expenses and common surplus. Article 20 of the Declaration grants to the Debtor the right and duty to adopt and collect assessments from each Owner of Unit Weeks to pay for the common expenses of the Condominium. The Debtor, from time to time, and as necessary, assessed each Owner of Unit Weeks (except for the Maintenance Ownership Interests) to pay for common expenses of the Condominium, and is currently owed amounts for unpaid assessments. Currently, the Debtor is a tenant in common owner in every Unit and owns a total of 77 Unit Weeks.

Section 25.6 of the Declaration provides that in 2021, the Owners of Unit Weeks shall become tenants in common and the Board of Directors of the Debtor shall hold a meeting with the Owners of Unit Weeks to decide the disposition of the Units committed to Interval Ownership prior to 2021.

On June 26, 2020, in accordance with Fla. Stat. §721.1255 and section 25.6 of the Declaration, 809 Owners of Unit Weeks (out of a total of 1,191 Unit owners that voted) voted not to continue with the Interval Ownership. On January 1, 2021, the Interval Ownership interests held by the Owners of Unit Weeks (including the Maintenance Shares) for each Unit became TIC Unit Owners in accordance with the Declaration, and each such TIC Unit Owner interest in the Condominium shall be referred to herein as the “TIC Unit Owner Interest”.

Prior the filing of the Bankruptcy Case, the Debtor initiated an action the Circuit Court in the Fifteenth Judicial Circuit in and for Palm Beach County, Florida in the case captioned Palm Beach Resort and Beach Club Condominium Association, Inc. v. HPP Holdings, LLC, et. al.; Case No.:2020-CA-011561 (the “State Court Litigation”) to partition the Condominium, authorize the sale of the Condominium free and clear of all liens and claims of the defendant owners, and to quiet title as to certain defendants. The State Court Litigation remains pending as of the Petition Date.

On June 4, 2021 (the “Petition Date”), the Debtor commenced the main bankruptcy case (the “Bankruptcy Case”) by filing a voluntary petition for relief under chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the Southern District of Florida (Case No. 21-15555-EPK). The Debtor has continued in possession in its property and is operating and managing its business as debtors-in-possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. The Debtor has approved the retention of Lederman Shelomith Alexander and Somodevilla, PLLC as its counsel.

The Debtor initiated an adversary proceeding (Adv. Proc. 21-01168-ADV) to receive Court approval to sell its interests and the interests of TIC Unit Owner Interest pursuant to 11 U.S.C. § 363(h) (the “363(h) Proceeding”).

On June 25, 2021, the Court entered an Order setting the bar date for parties to file claims and to assert a tenant in common interest in the Condominium [ECF # 37]. Since the commencement of the 363h Proceeding, Debtor in consultation with title underwriter has determined that additional defendants need to be named. Accordingly, in conjunction with the addition of defendants, in an abundance, Debtor intends to seek further court authority to extends the bar date for any party interest to file a claim for TIC Unit Owner Interest, if any.

Debtor is in the process of litigating the 363h proceeding. Upon and in the event of a successful outcome of the 363 Proceeding, Debtor intends to seek court authorization to sell all 29 Units, pursuant to 363(f) to the proposed purchaser (the “363f Sale”) pursuant to a Purchase and Sale Agreement with Copperline Partners, LLC dated May 14, 2021, which the Debtor will assume pursuant to the Plan, unless assumed prior to Plan pursuant to Court Order.

1.03 Liquidation Analysis. A liquidation analysis is unnecessary as all classified classes are unimpaired and will be paid 100% of its claims. Moreover, it is anticipated that the fees associated with a Disbursing Agent will be less than the compensation that would be entitled to a chapter 7 trustee. Thus, parties would receive at least as much under the Plan as they would receive in a chapter 7 liquidation.

1.04 Ability to Make Future Plan Payments. The Debtor must also show that it will have enough cash over the life of the Plan to make the required Plan payments. Based on the financial information provided herein, the Debtor will have enough funds from the 363f Sale to pay creditors and distribute the remainder to the TIC Unit Owners. **You should consult with your accountant or other financial advisor if you have any questions pertaining to the financial information contained herein.**

1.05 Projected Recovery of Avoidable Transfers. The Debtor has analyzed its books and records and does not believe that any avoidable transfers exist that would generate a recovery for the bankruptcy estate as the Plan provides a 100% recovery to the Debtor's creditors. As such, the Debtor does not intend to pursue preference, fraudulent conveyance or other avoidable actions under Chapter 5 of the Bankruptcy Code.

ARTICLE II **DEFINITIONS**

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

2.01 Administrative Claim - means any Claim constituting a cost or expense of administration of the above-referenced bankruptcy case under 11 U.S.C. § 503(b) and that is entitled to priority under 11 U.S.C. § 507(a), including, without limitation: (i) the actual and necessary costs and expenses incurred after the Petition Date of preserving the bankruptcy estate and of operating the business of the Debtor; (ii) any post-Petition Date cost, indebtedness or contractual obligation duly and validly incurred or assumed by the Debtor in the ordinary course of business, (iii) compensation or reimbursement of expenses of professionals to the extent allowed by the 11 U.S.C. §§ 330(a) or 331, and (iv) all Allowed Claims that are entitled to be treated as Administrative Claims pursuant to a final order of the Bankruptcy Court.

2.02 Allow, Allowed, Allowance (or words of similar meaning) - mean with respect to a Claim against the Debtor or TIC Unit Owners that is: (a) either (i) scheduled by the Debtor in its schedules in a liquidated amount and **not** listed as contingent, unliquidated, zero, underdetermined or disputed, if a holder of such Claim or TIC Unit Owners that has not filed a proof of claim or interest with the Court within the applicable period of limitation fixed by the Court, (ii) asserted in the above-referenced bankruptcy case by a proof of a claim or interest that has been timely filed, or deemed timely filed with the Court pursuant to the Bankruptcy Code, the Bankruptcy Rules and/or any applicable orders of the Court, or late filed with leave of Court; or (iii) in the case of TIC Unit Owners, the parties listed in Exhibit "A"¹ that contains the list of current TIC Unit Owners, and (b) either (i) not objected to by filing a TIC Unit Owner Interest claim within the period fixed by the Bankruptcy Code, the Bankruptcy Rules and/or applicable orders of the Court, or (ii) that has otherwise been allowed by a Final Order or pursuant to the Plan. An Allowed Claim or Allowed Interest includes a previously Disputed Claim or Disputed TIC Unit Owner Interest to the extent such Disputed Claim or Disputed TIC Unit Owner Interest becomes Allowed when the context so requires, and shall be net of any valid setoff amount, which amount shall be deemed to have been set off in accordance with the provisions of the Plan.

¹ Exhibit "A" will be filed in advance of the Confirmation hearing and posted on the website: <https://www.eisingerlaw.com/palmbeachresort-bankruptcy/>.

2.03 Assets - mean any and all property of the bankruptcy estate as defined under and included in 11 U.S.C. § 541(a), including without limitation, all legal or equitable pre-petition and post-petition interests of the Debtor in any and all real or personal property of any nature.

2.04 Avoidance Actions – means any and all actions and rights to recover or avoid transfers or to avoid any lien under Chapter 5 of the Bankruptcy Code or otherwise, including, but not limited to, sections 506, 510, 522, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551 or 553 of the Bankruptcy Code, and applicable state law, and the proceeds thereof, or otherwise to exercise the avoidance powers provided under the Bankruptcy Code.

2.05 Bankruptcy Code - means Title 11 of the United States Code, which governs the Chapter 11 case of the Debtor.

2.06 Bankruptcy Court or Court – mean the United States Bankruptcy Court for the Southern District of Florida.

2.07 Bankruptcy Rules - means the Federal Rules of Bankruptcy Procedure and the Local Rules of the Bankruptcy Court (including any applicable local rules of the United States District Court for the Southern District of Florida) as now in effect or hereafter amended.

2.08 Claim - means any right to payment against the Debtor or right to an equitable remedy against the Debtor for breach of performance if such breach gives rise to a right to payment, whether or not such right to payment or right to an equitable remedy is reduced to judgment, or whether liquidated or unliquidated, fixed or contingent, matured or unmatured, disputed or undisputed, secured or unsecured.

2.09 Claimant – means the Holder of a Claim or TIC Unit Owner Interest Claim.

2.010 Class - means a group of Claims described in Article IV of this Plan.

2.011 Confirmation Date - means the date on which the Bankruptcy Court enters the Confirmation Order on its docket.

2.012 Confirmation Order - means an Order of the Bankruptcy Court confirming the provisions of the Plan pursuant to 11 U.S.C. § 1191.

2.013 Confirmation Hearing - means the hearing at which the Bankruptcy Court confirms the Plan.

2.014 Disputed Claim or Disputed TIC Unit Owner Interest(s)- means any Claim or TIC Unit Owner Interest designated as disputed, contingent or unliquidated in the Debtor's schedules filed in connection with the Chapter 11 case of the Debtor or in the case of TIC Unit Owners, any party who files a claim of interest in the Condominium **not** listed on Exhibit "A" (as posted on the website), or any claim or TIC Unit Owner Interest against which an objection to the allowance thereof has been, or will be, interposed, and as to which no Order has been entered. Holders of Disputed Claims or Disputed TIC Unit Owner Interests shall not be entitled to vote on the Plan, unless otherwise provided for in the Plan or ordered by the Court.

2.015 Distribution - means the distribution of cash or other property, as the case may be, in accordance with this Plan.

2.016 Distribution Address - means the address for (i) a holder of an Allowed Claim as set forth in a proof of claim, as amended or supplemented, or (ii) a TIC Unit Owner as set forth in Exhibit “A” (as posted on the website²) and designated by the primary holder owner’s interest if jointly owned. If no proof of claim is filed with respect to a particular Claim or TIC Unit Owner Interest, such defined term means the address as set forth in the Debtor’s Schedules or on the Debtor’s master list of Owners as detailed in Exhibit “A”.

2.017 Effective Date – means the date upon which the Confirmation Order becomes a Final Order and.

2.018 Final Order - means an order or judgment of the Court, as entered on the docket of the Court, that has not been reversed, stayed, modified, or amended, and as to which (a) the time to appeal, seek review or rehearing or petition for certiorari has expired and no timely filed appeal or petition for review, rehearing, remand or certiorari is pending, or (b) any appeal taken or petition for certiorari filed has been resolved by the highest court to which the order or judgment was appealed or from which certiorari was sought; provided, however, that the possibility that a motion under 11 U.S.C. § 502(j), Rule 59 or Rule 60 of the Federal Rules of Civil Procedure, or any analogous rule under the Bankruptcy Rules or other rules governing procedures in cases before the Court, may be filed with respect to such order shall not cause such order not to be a Final Order.

2.019 Holder - means the legal or beneficial Holder of a Claim or TIC Unit Owner (and, when used in conjunction with a Class or type of Claim or Equity Interest, means a Holder of a Claim or TIC Unit Owner Interest in such Class or of such type).

2.020 Impaired - means an Allowed Claim that is impaired within the meaning of 11 U.S.C. § 1124.

2.021 Petition Date – means June 4, 2021 .

2.022 Priority Claim - means a Claim entitled to priority under 11 U.S.C. §§ 507(a)(3) - (7).

2.023 Priority Tax Claim - means a Claim entitled to priority under 11 U.S.C. § 507(a)(8).

2.024 Subchapter V Trustee – means the individual serving in this bankruptcy proceeding as trustee pursuant to 11 U.S.C. § 1183.

2.025 TIC Unit Owner or TIC Unit Owner Interest – means any tenant in common owner interest in a Unit.

2.026 TIC Unit Owner Interest Claim – means TIC Unit Owner right to net sale proceeds from the 363f Sale based on the percentage of undivided interests attributed to each unit week based on unit type (as defined by Exhibit “B” to the Declaration of Condominium). For the purposes of Distribution, a Claim will be based on the total ownership rights of TIC Unit Owner Interest under the name of the primary owners name, if jointly owned by multiple individuals and/or entities. Further, the Claim shall be reduced for any amounts of unpaid condominium assessment than outstanding, if any.

² <https://www.eisingerlaw.com/palmbeachresort-bankruptcy/>

2.027 Unsecured Claim - means any Claim that is not (a) an Administrative Claim, (b) a Priority Claim; (c) a Priority Tax Claim; or (d) a secured claim (not applicable in this instance).

ARTICLE III
TREATMENT OF ADMINISTRATIVE EXPENSE
CLAIMS AND PRIORITY TAX CLAIMS

3.01 Unclassified Claims. Under 11 U.S.C. § 1123(a)(1), administrative expense claims and priority tax claims (other than 11 U.S.C. § 507(a)(8) claims) are not in classes. However, treatment of any administrative expense claims that are not paid in full on the Effective Date of this Plan is set forth below.

3.02 Administrative Expense Claims. Each holder of an administrative expense claim allowed under 11 U.S.C. § 503 will be paid as set forth herein, which is consistent with 11 U.S.C. § 1191(e). The Debtor requests that the Court set an administrative claims bar date of fifteen (15) days, the later of the Confirmation Date or following the closing of the 363f Sale, unless an earlier date has been set by the Court.

3.03 Priority Tax Claims. Each holder of an allowed priority tax claim will be paid in full on the Effective Date of the Plan.

ARTICLE IV
CLASSIFICATION AND TREATMENT OF CLAIMS AND
INTERESTS UNDER THE PLAN

4.01 Classified Claims and interests shall be treated as follows under this Plan:

Class	Impairment	Treatment
Class 1 – Priority Claims	Unimpaired	Class 1 is unimpaired by this Plan, and each holder of a Class 1 Priority Claim will be paid in full, in cash, upon the later of the effective date of this Plan or the date on which such claim is allowed by a final non-appealable Order.
Class 2 - General Unsecured Creditors	Unimpaired	Class 2 is unimpaired by this Plan. Each holder of a Class 2 General Unsecured Claim will be paid in full, in cash, upon the later of the effective date of this plan, the date on which such claim is allowed by a final non-appealable Order, or upon receipt of proceeds from the closing of the 363f Sale.

4.02 Unclassified Claims and interests shall be treated as follows under this Plan:

Administrative Professional Fees and Costs of Debtor’s General Counsel (Leiderman Shelomith Alexander + Somodevilla, PLLC)	The administrative professional fees and costs of the Debtor’s attorneys are anticipated to be \$60,000.00, exclusive of any retainer(s) previously paid (the firm holds \$12,765 in trust). Any such fees and costs are subject to final allowance by the Court, after the filing of appropriate fee application(s) and notice and hearing. The exact amount of such fees and costs will depend on the length of 363(h) Proceeding and will be determined at the Confirmation Hearing of this Plan, or shortly thereafter. Such fees and costs shall be paid upon the later of the Effective Date, or upon receipt of proceeds from the closing of the 363f Sale. Any administrative professional fees and costs that are incurred post-confirmation are not included herein.
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Administrative Professional Fees and Costs of Debtor's Association Counsel (Eisinger Law)	The administrative professional fees and costs of the Debtor's Association Attorneys are anticipated to be \$120,000.00 (\$100,000 estimated fees and \$20,000 estimated costs), exclusive of any retainer(s) previously paid. Any such fees and costs are subject to final allowance by the Court, after the filing of appropriate fee application(s) and notice and hearing. The exact amount of such fees and costs will depend on the length of 363(h) Proceeding and will be determined at the Confirmation Hearing of this Plan, or shortly thereafter. Such fees and costs shall be paid upon the later of the Effective Date, or upon receipt of proceeds from the closing of the 363f Sale. Any administrative professional fees and costs that are incurred post-confirmation are not included herein.
Administrative Professional Fees and Costs of Subchapter V Trustee (\$15,000.00)	The administrative professional fees and costs of the Subchapter V Trustee are anticipated to be \$15,000.00. Any such fees and costs are subject to final allowance by the Court, after the filing of appropriate fee application(s) and notice and hearing. The exact amount of such fees and costs will be determined at the Confirmation Hearing of this Plan, or shortly thereafter. Such fees and costs shall be paid upon the later of the Effective Date or upon receipt of proceeds from the closing of the 363f Sale. Any administrative professional fees and costs that are incurred post-confirmation are not included herein.

ARTICLE V

ALLOWANCE AND DISALLOWANCE OF CLAIMS AND DISTRIBUTIONS TO TIC UNIT OWNERS

5.01 Delay of Distribution on a Disputed Claim or Disputed TIC Unit Owner Interest. No distribution will be made on account of a Disputed Claim or Disputed TIC Unit Owner Interest unless such claim is allowed by a Final Order.

5.02 Settlement of Disputed Claims. The Debtor will have the power and authority to settle and compromise a Disputed Claim or Disputed TIC Unit Owner Interest with court approval and in compliance with Fed. R. Bankr. P. 9019.

ARTICLE VI

PROVISIONS FOR EXECUTORY CONTRACTS AND UNEXPIRED LEASES

6.01 Assumption of Executory Contracts and Unexpired Leases. Debtor will assume the following executory contracts upon Effective Date of the Plan, unless expressly assumed through a separate Court Order on or before the Confirmation Date : (a) Purchase and Sale Agreement with Copperline Partners, LLC executed on May 14, 2021; (b) Management Agreement with HPP Property Services, LLC; (c) Public Storage for off-site storage unit; and (d) Commercial Exclusive Right of Sale Listing Contract with Robert S. MacGregor d/b/a Share Trust, Inc., for the property located at 3031 S. Ocean Blvd., Palm Beach, FL 33480.

6.02 Rejection of Executory Contracts and Unexpired Leases. The Debtor will be conclusively deemed to have rejected all executory contracts and/or unexpired leases not expressly assumed on or before the Confirmation Date, upon the Effective Date of this Plan. A proof of a claim arising from the rejection of an executory contract or unexpired lease under this section must be filed no later than thirty (30) days after the Confirmation Date.

ARTICLE VII

MEANS FOR IMPLEMENTATION OF THE PLAN

7.01 Source of Plan Payments and Appointment of Disbursing Agent. The Plan will be

funded through the proceeds the Debtor receives from the 363f Sale of the Condominium and the Unit therein. The estate will continue to exist following the effective date of the Plan for the purpose of making disbursements pursuant to the Plan and to wind down under applicable state law, including making the disbursement to all allowed TIC Unit Owners. Maria Yip and Yip Associates will act as the disbursing agent and have the authority to take all actions to make the Plan payments. In the event that any plan payment has not been deposited within 365 days, Maria will be authorized to deposit the funds as unclaimed funds with the registry of the Court pursuant to 11 U.S.C. § 347. Maria Yip of Yip Associates will have the authority to take all actions necessary to wind down the estate and distributed any remaining funds pursuant to applicable state law. Maria Yip and Yip Associates will continue employing Debtor's professionals of record following the Effective Date of the Plan to aid in her role as distribution agent and the carrying of her authority.

7.02 Distribution to TIC Unit Owners of Allocated Sales Proceeds. The gross proceeds from the sale of the Condominium are expected to be approximately \$9,755,000.00. After payment of the amounts that will be authorized by the order approving the sale including the (broker fees, ad valorem taxes, and closing costs, the net proceeds to the Debtor from the sale of the Condominium are expected to exceed \$9,500,000. The Debtor has approximately \$407,373.39 in its reserves/operating accounts as of the date of this Plan.

The Debtor does not have equity interest owners as a not-for-profit corporation. The TIC Unit Owners are divided among a total of 1,508 Unit Weeks (29 units x 52 interests per unit). The Debtor owns 77 Unit Weeks, which such sales proceeds will be reallocated among the remaining TIC Unit Owners. The Debtor holds a statutory lien against certain of the TIC Unit Owners Interests for unpaid assessment fees. The TIC Unit Owners Interests (other than the Debtor) are entitled to receive the sales net sale proceeds and reserves after satisfaction of all debts owed by the Debtor (including all administrative expenses then existing as of the date of such distribution, which may be following the Effective Date). Considering estimated administrative claims, post-Effective Date administrative claims, plan payments to creditors, and the reallocation of the value of the Debtor's Unit Weeks to the remaining TIC Unit Owners, it is anticipated that the final allocable value per Unit Week will increase (the "Estimated Allocation"). The final amount of the Estimated Allocation may change based on the amount of certain estimated expenses including professional fees incurred. To the extent that a TIC Unit Owner owed less than the Estimated Allocation in unpaid assessments, the Debtor will distribute the Estimated Allocation less any unpaid assessments. If a TIC Unit Owner was current on their assessments, they will receive the full amount of the Estimated Allocation as a distribution. If a TIC Unit Owner owes assessments in excess of the Estimated Allocation, they will likely not receive a distribution. The Debtor estimates that almost all TIC Unit Owners will receive a distribution. Following the disbursements of all payments due under the Plan, including those to co-owners, any remaining funds will be distributed in accordance with applicable state law. Distribution calculations/allocations and payments shall be made to the primary TIC Unit Owner of record of specific Unit interest as identified on the Debtor's master records, if such ownership is held by multiple named unit owners.

ARTICLE VIII

DISCHARGE AND EFFECT OF CONFIRMATION

8.01 Discharge. If this Plan is confirmed under 11 U.S.C. § 1191(a), then on the Effective Date of the Plan, the Debtor will be discharged from any debt that arose before the Confirmation Date, to the extent specified in 11 U.S.C. § 1141(d)(1)(A), except that the Debtor will not be discharged of any debt: (i) imposed by this Plan; or (ii) to the extent provided in 11 U.S.C. § 1141(d)(6). If this Plan is confirmed under 11 U.S.C. § 1191(b), then confirmation of

this Plan does not discharge any debt provided for in this Plan until the court grants a discharge on completion of all payments due within the first 3 years of this Plan, or as otherwise provided in 11 U.S.C. § 1192.

The Debtor will not be discharged from any debt: (i) on which the last payment is due after the first 3 years of the plan, or as otherwise provided in 11 U.S.C. § 1192; or (ii) excepted from discharge under 11 U.S.C. § 523(a), except as provided in Fed. R. Bankr. P. Rule 4007(c).

8.02 Binding Effect. Except as otherwise provided in 11 U.S.C. § 1141(d)(3), on and after the Confirmation Date, the provisions of the Plan shall bind any holder of a claim or TIC Unit Owner against the Debtor and its respective successors and assigns, whether or not the claim of such holder is impaired under the Plan and whether or not such holder has accepted the Plan.

8.03 Injunction Against Interference with Plan. Upon the entry of the Confirmation Order, 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.

8.04 Other Effect(s) of Confirmation. If not otherwise identified herein, then the effect of confirmation of the Plan is as set forth in the Bankruptcy Code and applicable law.

ARTICLE IX **OTHER PROVISIONS**

9.01 Disbursing Agent. If this Plan is confirmed under 11 U.S.C. § 1191(a), then all Distributions hereunder shall be made by Maria Yip of Yip Associates, the Sub Chapter V Trustee in the above-captioned matter, and the post-confirmation estate shall also pay all fees, costs and expenses of the Disbursing Agent in remitting such Distributions and the Disbursing Agent shall be authorized to reserve amounts to pay for administrative costs associated with effectuating the Plan.

If this Plan is confirmed under 11 U.S.C. § 1191(b), then (a) all Distributions hereunder shall be made by the Subchapter V Trustee, as Disbursing Agent, on or after the Effective Date or as otherwise provided herein, and (b) the post-confirmation estate shall also pay all fees, costs and expenses of the Subchapter V Trustee in remitting such Distributions and shall be authorized to reserve amounts to pay for administrative costs associated with effectuating the Plan, including payment to Debtor's counsels, Leiderman Shelomith Alexander + Somodevilla, PLLC and Eisinger Law. In such instance, the Debtor on the Effective Date shall remit to the Subchapter V Trustee all appropriate amount(s) for the Subchapter V Trustee to remit to the respective creditor(s) and TIC Unit Owners under this Plan.

A Disbursing Agent shall not be required to give any bond, surety or other security for the performance of his/her/its duties unless otherwise ordered by the Bankruptcy Court, and, in the event that a Disbursing Agent is so ordered, all costs and expenses of procuring any such bond or surety shall be borne by the Debtor. The Bankruptcy Court shall retain jurisdiction to hear any controversy relating to such fees, costs and expenses.

9.02 Subchapter V Trustee. If this Plan is confirmed under 11 U.S.C. § 1191(a), then the service of the Subchapter V Trustee shall terminate when this Plan has been substantially consummated. The Debtor shall file with the Court and serve on the Subchapter V Trustee notice of such substantial consummation not later than 14 days after the Plan is substantially consummated. If this Plan is confirmed under 11 U.S.C. § 1191(b), then the service of the

Subchapter V Trustee shall terminate upon such time that the last Distribution check is negotiated and funds are cleared.

9.03 Reservation of Right to Modify Plan Post-Confirmation. The Disbursing Agent expressly reserves the right to request a modification of this Plan at any time after confirmation of the Plan, as long as such modification is in accordance with 11 U.S.C. § 1193, and as long as the Court confirms such modified plan, after notice and a hearing.

9.04 Post-Petition Interest on Claims. Except as required by applicable bankruptcy law, post-petition interest will not accrue on or after the Effective Date on account of any Claim.

9.05 Delivery of Distributions and Undeliverable or Returned Distributions. Subject to Fed. R. Bank. P. 9010, all Distributions to any Holder of an Allowed Claim or TIC Unit Owner Interest shall be made at the Distribution Address of the primary (first listed) named owner of interest. In the event that any Distribution to any Holder is returned as an “Undeliverable or Returned Distribution”, then no further Distributions to such Holder shall be made unless and until the Disbursing Agent is notified of such Holder’s then-current address, at which time all missed Distributions shall be made to such Holder, without interest. An “Undeliverable or Returned Distribution” shall include such distributions that are: (a) undeliverable through regular United States Mail, whether such distribution is returned to the Disbursing Agent or not; (b) returned to the Disbursing Agent because the Claimant cannot locate an account number belonging to the Disbursing Agent, despite the Disbursing Agent’s reasonable diligence in providing the Claimant with the bankruptcy case number, account number and his social security number; (c) returned to the Disbursing Agent because the Claimant is no longer operating and has not provided the Disbursing Agent or the Court with any assignment information; or (d) returned to the Disbursing Agent because the Claimant indicates in writing that the Claimant does not wish to receive any Distribution under this Plan and therefore waives any right to payment.

All demands for Undeliverable or Returned Distributions shall be made on or before ninety (90) days after the date such Undeliverable or Returned Distribution was initially made. Thereafter, the amount represented by such Undeliverable or Returned Distribution shall be permanently forfeited to the Disbursing Agent who shall first pay any amounts outstanding to administrative professionals for any amounts then due and owed, and then distribute the amount among the other TIC Unit Owner interests unless distribution of such funds is not feasible from a cost-benefit perspective in the Distribution Agent’s business judgment. In such case, the Distribution Agent shall donate the foregoing net total amounts of Undeliverable or Returned Distribution to the Bankruptcy Bar Association of the Southern District of Florida, Inc. At such time, any Claim in respect of such Undeliverable or Returned Distribution shall be discharged and forever barred from assertion against the Debtor’s estate.

9.06 Time Bar to Cash Payments. Checks issued by the Disbursing Agent in respect of Allowed Claims shall be null and void if not negotiated within one hundred and eighty (90) days after the date of issuance thereof. Requests for re-issuance of any check shall be made to the Disbursing Agent by the holder of the Allowed Claim to whom such check originally was issued. Any Claim in respect of such a voided check shall be made on or before thirty (30) days after the expiration of the one hundred and ninety (90) day period following the date of issuance of such check. Thereafter, the amount represented by such voided check shall be permanently forfeited to the Disbursing Agent on behalf of the Debtor’s estate. At such time, any Claim in respect of such voided check shall be discharged and forever barred.

9.07 Severability. If any provision in this Plan is determined to be unenforceable, the determination will in no way limit or affect the enforceability and operative effect of any other provision of this Plan.

9.08 Binding Effect. The rights and obligations of any entity named or referred to in this Plan will be binding upon and will inure to the benefit of the successors or assigns of such entity.

9.09 Captions. The headings contained in this Plan are for convenience of reference only and do not affect the meaning or interpretation of this Plan.

9.010 Controlling Effect. Unless a rule of law or procedure is supplied by federal law (including the Bankruptcy Code or the Bankruptcy Rules), the laws of the State of Florida govern this Plan and any agreements, documents, and instruments executed in connection with this Plan, except as otherwise provided in this Plan.

9.011 Corporate Governance. Intentionally omitted.

9.012 Post-Confirmation Governance. Except as otherwise provided herein or in the Confirmation Order, on and after the Effective Date, the estate will be managed by the Disbursing Agent who is authorized to make disbursements as provided herein and file all documents required to wind down the bankruptcy estate and close the bankruptcy case. The Disbursing Agent shall retain the Debtor's existing professionals and compensate professionals without the necessity of further approval of the Court. The Disbursing Agent may also settle or compromise any Claims or TIC Unit Owner Interests.

This Plan of Liquidation is dated 09 / 02 / 2021, 2021 and is hereby approved by the undersigned.



By: Donald M. Laing, Jr. as President of
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