

UNITED STATES BANKRUPTCY COURT  
MIDDLE DISTRICT OF FLORIDA  
TAMPA DIVISION

In re

Case No. 8:09-bk-23344-CED

Six Wives, LLC,

Chapter 11

Debtor .

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**SIX WIVES, LLC'S PLAN OF REORGANIZATION**

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November 9<sup>th</sup>, 2009

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**SIX WIVES, LLC'S PLAN OF REORGANIZATION, DATED [INSERT DATE]**

**ARTICLE I**  
**SUMMARY**

This Plan of Reorganization (the "Plan") under chapter 11 of the Bankruptcy Code (the "Code") proposes to pay creditors of Six Wives LLC (the "Debtor") from the domestic and international distribution of its film "My Dad's Six Wives" f/k/a "The Six Wives of Henry LeFay" (the "Film"). This Plan provides for two classes of secured claims; three classes of unsecured claims; and one class of equity security holders. Unsecured creditors holding allowed claims will receive distributions, which the proponent of this Plan has valued at approximately 100 cents on the dollar. This Plan also provides for the payment of administrative and priority claims

All creditors and equity security holders should refer to Articles III through VI of this Plan for information regarding the precise treatment of their claim. A disclosure statement that provides more detailed information regarding this Plan and the rights of creditors and equity security holders has been circulated with this Plan. **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.)**

**ARTICLE II**  
**CLASSIFICATION OF CLAIMS AND INTERESTS**

- 2.01 Class 1. All allowed claims entitled to priority under § 507 of the Code (except administrative expense claims under § 507(a)(2), and priority tax claims under § 507(a)(8)).
- 2.02 Class 2(A). The claim of Aramid Entertainment Fund , to the extent allowed as a secured claim under § 506 of the Code.
- Class 2(B). The claim of Film Finances, Incorporated , to the extent allowed as a secured claim under § 506 of the Code.

- 2.03 Class 3(A). All unsecured claims allowed under § 502 of the Code, excluding the contractually subordinated creditors identified within Class 3(B).
- Class 3(B). All unsecured claims arising from contracts between the actors, actresses, producers and other similarly situated parties that provide for payment after the payment of the general unsecured claims.
- 2.04 Class 4 . Equity interests of the Debtor.

**ARTICLE III**  
**TREATMENT OF ADMINISTRATIVE EXPENSE CLAIMS,**  
**U.S. TRUSTEES FEES, AND PRIORITY TAX CLAIMS**

3.01 Unclassified Claims. Under section §1123(a)(1), administrative expense claims, and priority tax claims are not in classes.

3.02 Administrative Expense Claims. Each holder of an administrative expense claim allowed under § 503 of the Code will be paid in full on the effective date of this Plan (as defined in Article VII), in cash, or upon such other terms as may be agreed upon by the holder of the claim and the Debtor.

3.03 Priority Tax Claims. Each holder of a priority tax claim will be paid upon the Effective Date.

3.04 United States Trustee Fees. All fees required to be paid by 28 U.S.C. §1930(a)(6) (U.S. Trustee Fees) will accrue and be timely paid until the case is closed, dismissed, or converted to another chapter of the Code. Any U.S. Trustee Fees owed on or before the effective date of this Plan will be paid on the effective date.

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

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

<b>Class</b>	<b>Impairment</b>	<b>Treatment</b>
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 as defined in Article VII, or the date on which such claim is allowed by a final non-appealable order.
Class 2(A) – Secured Claim of Aramid Entertainment Fund	Unimpaired	Class 2(A) is unimpaired. The creditor in this class has been paid in full as a result of their foreclosure of the membership interest in the Debtor. To the extent that a court may find that the foreclosure was ineffective or that the asset foreclosed was worth less than the amount of this claim, then allowed secured claim shall be paid in full in full from the foreign sales and the theatrical release advance from the domestic distribution agreement, with contract, non-default interest.
Class 2(B) – Secured Claim of Film Finances, Inc.	Unimpaired	Class 2(B) is unimpaired. The allowed secured claim shall be paid in full on the Effective Date.
Class 3(A) - General Unsecured Creditors	Impaired	Class 3(A) is impaired. Holders of general unsecured claims other than the subordinated unsecured creditors in Class 3(B) shall be paid in full after payment in full of Classes 1, 2(A) and 2(B).
Class 3(B) - General Unsecured Creditors	Impaired	Class 3(B) is impaired. Holders of subordinated unsecured claims shall be paid in full after payment in full of Classes 1, 2(A), 2(B) and 3(A).

Class 4 - Equity Security Holders of the Debtor	Unimpaired	Class 4 is unimpaired. Because the secured creditor Aramid Entertainment Fund claims that it now holds the membership interests of the Debtor, the Operating Agreement shall be modified to prevent Aramid from taking any action inconsistent with this Plan, and they shall further be precluded from replacing the manager(s) until the unsecured creditors have been paid in full.
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**ARTICLE V**  
**ALLOWANCE AND DISALLOWANCE OF CLAIMS**

5.01 Disputed Claim. A disputed claim is a claim that has not been allowed or disallowed [by a final non-appealable order], and as to which either: (i) a proof of claim has been filed or deemed filed, and the Debtor or another party in interest has filed an objection; or (ii) no proof of claim has been filed, and the Debtor has scheduled such claim as disputed, contingent, or unliquidated.

5.02 Delay of Distribution on a Disputed Claim. No distribution will be made on account of a disputed claim unless such claim is allowed [by a final non-appealable order].

5.03 Settlement of Disputed Claims. The Debtor will have the power and authority to settle and compromise a disputed claim with court approval and compliance with Rule 9019 of the Federal Rules of Bankruptcy Procedure.

**ARTICLE VI**  
**PROVISIONS FOR EXECUTORY CONTRACTS AND UNEXPIRED LEASES**

6.01 Assumed Executory Contracts and Unexpired Leases. There are no executory contracts

**ARTICLE VII**  
**MEANS FOR IMPLEMENTATION OF THE PLAN**

The Debtor shall enter into contracts with experienced sales agents for the domestic and international distribution of the film. The Debtor estimates that the proceeds from these agreements will be sufficient to pay all creditors in full and return at least \$4,500,000 to equity.

**ARTICLE VIII**  
**GENERAL PROVISIONS**

8.01 Definitions and Rules of Construction. The definitions and rules of construction set forth in §§ 101 and 102 of the Code shall apply when terms defined or construed in the Code are used in this Plan, and they are supplemented by the following definitions: [Insert additional definitions if necessary].

8.02 Effective Date of Plan. The effective date of this Plan is the eleventh business day following the date of the entry of the order of confirmation. But if a stay of the confirmation order is in effect on that date, the effective date will be the first business day after that date on which no stay of the confirmation order is in effect, provided that the confirmation order has not been vacated.

8.03 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.

8.04 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.

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

[8.06 Controlling Effect. Unless a rule of law or procedure is supplied by federal law (including the Code or the Federal Rules of Bankruptcy Procedure), 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.]

**ARTICLE IX**  
**DISCHARGE**

**NO DISCHARGE OF DEBTOR.**

9.01 No Discharge. In accordance with § 1141(d)(3) of the Code, the Debtor will not receive any discharge of debt in this bankruptcy case.

**ARTICLE X**  
**OTHER PROVISIONS**

The Operating Agreement of Debtor shall be modified to provide that Aramid Entertainment Fund shall not be permitted to take any action to control Debtor until the unsecured creditors of the estate have been paid in full.

Respectfully submitted,

By: EMM / Manager  
The Plan Proponent

By: [Signature]  
Attorney for the Plan Proponent