

**UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION**

In re:	Chapter 11
Big Toy Storage Holding Company, LLC,	Case No: 8:10-bk-08398-CED
River Mountain, Inc.,	Case No: 8:10-bk-08482-CED
Debtors.	<i>Jointly Administered</i>
_____ /	<i>Case No. 8:09-bk-08398-CED</i>

**DISCLOSURE STATEMENT FOR THE PLAN OF REORGANIZATION FOR
DEBTOR, BIG TOY STORAGE HOLDING COMPANY, LLC**

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July 8, 2010

I. INTRODUCTION

This is the Disclosure Statement (the “Disclosure Statement”) for the Chapter 11 case of BIG TOY STORAGE HOLDING COMPANY, LLC, a Florida limited liability company (the “Debtor” or the “Company”). The Debtor filed its Voluntary Petition for Relief in the Middle District of Florida, Tampa Division (the “Court” or “Bankruptcy Court”), under Chapter 11 of the United States Bankruptcy Code on April 9, 2010 (the “Petition Date”). This Disclosure Statement contains information about the Debtor and describes the Debtor’s proposed Plan of Reorganization (the “Plan”), filed on July 8, 2010.

Your rights may be affected. You should read the Plan and this Disclosure Statement carefully and discuss them with your attorney. If you do not have an attorney, you may wish to consult one.

The proposed distribution to **General Unsecured Creditors** under the Plan is discussed in the Plan and this Disclosure Statement. General Unsecured Creditors are classified in **Class 4**.

A. Purpose of This Document

This Disclosure Statement describes:

- The Debtor and significant events during the bankruptcy case,
- How the Plan proposes to treat claims or equity interests of the type you hold (*i.e.*, what you will receive on your claim or equity interest if the Plan is confirmed),
- Who can vote on or object to the Plan,
- What factors the Bankruptcy Court (the “Court”) will consider when deciding whether to confirm the Plan,
- Why the Debtor believes the Plan is feasible, and how the treatment of your claim or equity interest under the Plan compares to what you would receive on your claim or equity interest in liquidation, and
- The effect of confirmation of the Plan.

Be sure to read the Plan as well as the Disclosure Statement. This Disclosure Statement describes the Plan, but it is the Plan itself that will, if confirmed, establish your rights.

B. Deadlines for Voting and Objecting; Date of Plan Confirmation Hearing

The Court has not yet confirmed the Plan described in this Disclosure Statement. This Section describes the procedures pursuant to which the Plan will or will not be confirmed.

1. The **Hearing** at which the Court will determine whether to approve the Plan and this Disclosure Statement (the Court has conditionally approved it) will take place on **the dates set forth within the Order Conditionally Approving Disclosure Statement (the “Order”)**

which has been provided within this package, in Tampa, FL, in Courtroom ____, at the Sam M. Gibbons Courthouse, 801 N. Florida Avenue, Tampa, Florida.

2. Ballots: If you are entitled to vote to accept or reject the Plan, vote on the enclosed ballot and return the ballot in the enclosed envelope to the U.S. Bankruptcy Court, 801 N. Florida Ave., Tampa FL 33602 and send a copy to McIntyre, Panzarella, Thanasides, Eleff & Hoffman, P.L., 6943 East Fowler Ave, Tampa, Florida 33617. See Section IV A. below for a discussion of voting eligibility requirements. A sample form of Ballot is attached as Exhibit C to this Disclosure Statement, in addition to the ballot enclosed with the mailing of this Disclosure Statement. You must file your ballot with the Court, on or before the deadline set forth within the Order which has been provided within this package.

3. Objections to the Confirmation of the Debtor's Plan or to this Disclosure Statement must be filed with the Court and served upon the Debtor and all parties in interest on or before the deadline set forth within the Order which has been provided within this package.

4. If you want additional information about the Plan, you should contact Richard J. McIntyre, McIntyre, Panzarella, Thanasides, Eleff & Hoffman, P.L., 6943 East Fowler Ave, Tampa, Florida 33617, or via email at: rich@mcintyrefirm.com.

C. Disclaimer

The Court has conditionally approved this Disclosure Statement as containing adequate information to enable parties affected by the Plan to make an informed judgment about its terms. The Court has not yet determined whether the Plan meets the legal requirements for confirmation, and the fact that the Court has conditionally approved this Disclosure Statement does not constitute an endorsement of the Plan by the Court, or a recommendation that it be accepted. The Court's conditional approval of this Disclosure Statement is subject to final approval at the hearing on confirmation of the Plan. Objections to the adequacy of this Disclosure Statement must be filed on or before the deadline set forth within the Order which has been provided within this package.

II. BACKGROUND

A. Description and History of the Debtor's Business

Big Toy Storage, a covered recreational vehicle ("RV") and boat storage business, offers for lease, over 250 covered and over 100 outdoor, secure, self-storage spaces in a facility designed to meet the specific, increasing needs of the owners of large, Class A recreational vehicles and other hard to store "toys," such as campers, 5th wheelers, boats, trailers, antique cars, motor sports equipment and more. The Debtor believes that it has a convenient location for the clientele it serves.

Currently, the Debtor has approximately 50% of the spaces leased. The Debtor offers competitive prices at a flat-rate fee, and many amenities at no additional costs. The Debtor provides 24-hour video surveillance and other electronic security, 60 foot-wide paved driveways, wash and detail areas, a sanitary dump station, and common areas for clients to gather and socialize.

The Debtor maintains a website at www.bigtoystorage.us, which provides general information to prospective lessees. The Debtor is a Florida limited liability company owned and managed by R. Graham Creech, Jr. See **Events Leading to Chapter 11 Filing** below, for additional information

Development: Current State and Future Plans

Since opening its doors to operation 2 years ago around June 27, 2008, the Debtor has gone from 0 units leased to an average of 172 units for the first six months of 2010. The Debtor's occupancy increased from 103 units as of June 30, 2009 to the current 6 month average of 172 units, which represents a 67% annual increase.

The Plan is based on the Debtor's continued ability to increase its occupancy by an average of 5% per month, or approximately 8 to 9 units per month, during the first year following the Effective Date of the Plan, and by approximately 10% each year thereafter, until occupancy peaks at 95%. Beginning the second year following the Effective Date of the Plan, the Debtor expects to be able to increase unit rental rates by approximately 5% per year. A schedule setting forth the Debtor's projected monthly cash flow and plan payments for the first year and the Debtor's projections on an annual basis for the five year period following confirmation of the Plan is attached hereto as **Exhibit A**.

On May 19, 2010, the Court entered its Interim Order on BB&T's Motion to Prohibit Use of Cash Collateral (Doc. No. 32) and in compliance therewith, the Debtor has since made weekly payments of \$2,551, or \$11,054 per month. This Plan provides that the Debtor will pay its largest creditor, Branch Bank & Trust Company ("BB&T"), the allowed amount of its secured claim, estimated to be \$4,034,367, on an interest only basis for the first year¹ following the Effective Date of the Plan, at the contract rate of 6.25%, and thereafter on a fully-amortized basis for 25 years.

In addition, the Plan provides for the retention by BB&T of Mr. Creech's remaining interest in the promissory note made by Jae Pae with a face amount of approximately \$1,350,000, beginning thirty-seven months following the Effective Date of the Plan, which is estimated to be worth approximately \$1,017,000 as of August 2013.

The Plan further provides for the payment of \$120,000 to the Unsecured Creditors during the five year Plan period, or approximately 17% on an estimated \$706,1742 in allowed

¹ On an interest only basis, the payments during the first year to BB&T will total \$21,012 per month. Beginning in Year 2, on a fully amortized basis, the payments will be \$26,613 per month.

² This figure represents the amount claimed by BB&T in Proof of Claim #3 (\$5,757,541), less the value of the restructured note (\$4,034,367), less the estimated present value of the Jae Pae installment promissory note

Unsecured Claims, all of which is anticipated to be paid to BB&T. A liquidation analysis setting forth the projected distributions to creditors is attached hereto as **Exhibit B**. The liquidation analysis shows that General Unsecured Creditors will receive approximately 17 cents on the dollar under this Plan, versus an estimated 0% recovery under a liquidation scenario.

B. Insiders of the Debtor

Name	Title(s)
R. Graham Creech	Managing Member

C. Management of the Debtor Before, During and After the Bankruptcy

1. Management – Past two years: During the two years prior to the Petition Date (February 19, 2010), the officers, directors, managers or other persons in control of the Debtor (collectively the “Managers”) were:

Name	Title(s)
Graham Creech	Managing Member
Rick Berry	Office Manager

2. Management on April 9, 2010 and during Chapter 11 case: The Managers of the Debtor during the pendency of the Debtor’s chapter 11 case are (and will be):

Name	Title(s)
Graham Creech	Managing Member
Rick Berry	Office Manager

3. Management Post-Confirmation of the Plan: After the Effective Date of the Order confirming the Debtor’s Plan, the directors, officers, and voting trustees of the Debtor, any affiliate of the Debtor participating in a joint Plan with the Debtor, or successor of the Debtor under the Plan (collectively the “Post Confirmation Managers”), will be the same as during the pendency of the Chapter 11 case, as set forth in detail above. The post-Confirmation annual salary for the first year following the Effective Date of Graham Creech will be \$0. Salaries may accumulate if not drawn.

D. Events Leading to Chapter 11 Filing

The Debtor was formed in December 2004. Following a series of construction and permitting delays, the Debtor opened for business in the late summer of 2008, at what may have been the height of the economic crisis and at a time when fuel prices reached an all-time high. Given the uncertainty of the economic environment, potential customers were paralyzed with fear, and early on

(\$1,017,000).

in the business and through this date, the volume of customers has simply been significantly lower than forecast.

Initially, approximately 25% of the units were occupied and both the Debtor and the Debtor's primary lender had anticipated a higher percentage occupancy rate. Due to this unanticipated lower initial rate of occupancy, the Debtor began having difficulty making payments on its mortgage in 2009.

More recently, the Debtor has been operating with more than a 50% occupancy rate, steadily increasing its business and strength through this economic storm and following its lackluster beginning. The Debtor projects that by the fall of 2010, it will be operating under an approximately 75-80% occupancy rate.

The Debtor believes the business has significantly more value as a going concern than if it were to liquidate its business and assets. Moreover, the Debtor believes this reorganization will allow it the opportunity to continue to increase its strength, improve operating margins, and ultimately provide all parties in interest significantly more through its plan of reorganization than they would otherwise realize in the event of a liquidation.

E. Significant Events During the Bankruptcy Case

Most important to the success of the Debtor's Plan and the necessary on-going success of the reorganized, post-confirmation Debtor, is the ability of the reorganized the Debtor to make the Plan payments. The Debtor and its principals will continue to have difficult times and there is little room for error on the projected calculations of the future business. The proposed Plan payments to the large secured creditor, Branch Banking & Trust Company (the "Bank"), require the Debtor and the principals to be efficient and productive. At the time of filing of the Plan, the proposed treatment of Bank has not been agreed to, but the Debtor believes the parties will reach an agreement and the Bank will support the Debtor's Plan.

F. Projected Recovery of Avoidable Transfers

To the best of the Debtor's current knowledge and information, the Debtor does not intend to pursue preference, fraudulent conveyance, or other avoidance actions, as none are known.

However, the Debtor has not yet completed its investigation with regard to prepetition transactions. If you received a payment or other transfer within 90 days of the bankruptcy, or other transfer avoidable under the Code, the Debtor may seek to avoid such transfer.

G. Claims Objections

Except to the extent that a claim is already allowed pursuant to a final non-appealable order, the Debtor reserves the right to object to claims. Therefore, even if your claim is allowed for voting purposes, you may not be entitled to a distribution if an objection to your claim is later upheld. The procedures for resolving disputed claims are set forth in Article V of the Plan.

H. Current and Historical Financial Conditions

The identity and liquidation value of the Debtor's estate's assets as of the Petition Date are listed in **Exhibit B** to this Disclosure Statement.

Attached as **Exhibit A** to this Disclosure Statement are monthly projections for the year following Plan confirmation and annual projections for a total of 5 years.

III. SUMMARY OF THE AMENDED PLAN OF REORGANIZATION AND TREATMENT OF CLAIMS AND EQUITY INTERESTS

A. What is the Purpose of the Plan of Reorganization?

As required by the Code, the Plan places claims and equity interests in various classes and describes the treatment each class will receive. The Plan also states whether each class of claims or equity interests is impaired or unimpaired. If the Plan is confirmed, your recovery will be limited to the amount provided by the Plan.

B. Unclassified Claims

Certain types of claims are automatically entitled to specific treatment under the Code. They are not considered impaired, and holders of such claims do not vote on the Plan. They may, however, object, if, in their view, their treatment under the Plan does not comply with that required by the Code. As such, the Plan Proponent has *not* placed the following claims in any class:

1. Administrative Expenses - Administrative Expenses are costs or expenses of administering the Debtor's chapter 11 case which are allowed under § 507(a)(2) of the Code. Administrative expenses also include the value of any goods sold to the Debtor in the ordinary course of business and received within 20 days before the date of the bankruptcy petition. The Code requires that all administrative expenses be paid on the effective date of the Plan, unless a particular claimant agrees to a different treatment.

The following chart lists the Debtor's estimated **Administrative Expenses**, and their proposed treatment under the Plan:

<u>Type</u>	<u>Estimated Amount Owed</u>	<u>Proposed Treatment</u>
Expenses Arising in the Ordinary Course of Business After Petition Date	\$0	N/A
The Value of Goods Received in the Ordinary Course of Business Within 20 Days Before the Petition Date	\$0	Paid in full on the Effective Date of the Plan, or according to terms of obligation, if later.
Professional Fees, as approved by	<u>Attorney:</u>	Paid in full on the Effective Date of the Plan, or

the Court.	McIntyre, Panzarella et al.: \$0 WIP <u>Accountant:</u> \$0	according to separate written agreement, or according to court order if such fees have not been approved by the Court on the Effective Date of the Plan
Clerk's Office Fees	Paid as come due	Paid in full on the Effective Date of the Plan
Other administrative expenses	Rents – Paid as come due	Paid in full on the Effective Date of the Plan or according to separate written agreement
Office of the U.S. Trustee Fees	\$Paid as due	Paid in full on the Effective Date of the Plan
TOTAL	\$0	

2. Priority tax claims - Priority tax claims are unsecured income, employment, and other **taxes** described by section 507(a)(8) of the Code. Unless the holder of such a § 507(a)(8) priority tax claim agrees otherwise, the claimant must receive the present value of such claim, in regular installments paid over a period not exceeding 5 years from the order of relief. The Debtor believes its total estimated tax liability is estimated at less than \$2,500.

C. Classes of Claims and Equity Interests

The following are the **classes** set forth in the Plan, and the proposed treatment that they will receive under the Plan:

- Class 1.** Priority Claims – Class 1 includes all Allowed Claims entitled to priority under § 507 of the Bankruptcy Code, if any, except Class 1 does not include administrative expense claims under § 507(a)(2), and priority tax claims under § 507(a)(8)).
- Class 2.** Secured Claims – Class 2 includes the Secured Claim of **Doug Belden – Hillsborough County Tax Collector** to the extent allowed as a secured claim under § 506 of the Bankruptcy Code.
- Class 3.** Secured Claims – Class 3 includes the Secured Claim of **Branch Banking & Trust Company** to the extent allowed as a secured claim under § 506 of the Bankruptcy Code.
- Class 4.** Class 4 includes General Unsecured Claims.
- Class 5.** Class 5 includes Equity interest holders of the Debtor.

The following charts set forth the Plan treatment of Classes 1-5:

Class	Impairment	Treatment
<p>Class 1 - Priority Claims (if any)</p>	<p>Unimpaired</p>	<p>Holders of allowed Class 1 Claims shall be paid in full, with applicable interest, within 60 days of the Effective Date of the Plan or as otherwise agreed to by the parties.</p>
<p>Class 2 – Doug Belden-- Hillsborough County Tax Collector— Property Tax Approx. \$97,653</p> <p>Collateral: 11915 U.S. Highway 301 North, Thonotasassa, FL 33592</p>	<p>Unimpaired</p>	<p>Holders of allowed Class 2 Claims shall be paid in full, with applicable interest, on a monthly basis, over the five year period following confirmation of the Plan.</p>
<p>Class 3 – Branch Banking & Trust Company (“BB&T”) Approx. \$4,034,3673</p> <p>Collateral: Mortgage on real property located at 11915 U.S. Highway 301 North, Thonotasassa, FL 33592</p>	<p>Impaired</p>	<p>The allowed secured claim of BB&T shall be paid with non-default contract interest at the rate of 6.25% on an interest only basis for the first year following the Effective Date of the Plan and thereafter on a fully-amortized basis based on a 25 year amortization. BB&T shall retain all of its liens on collateral of the Debtor following confirmation of the Plan.</p>

3 Estimated market/assessed value of the Collateral based on information provided by the Hillsborough County Property Appraiser at www.hcpafl.org.

Class 4 - General Unsecured Creditors	Impaired	All Allowed Class 3 General Unsecured Creditor claims shall be paid without interest from the receipt of liquidation proceeds within 60 days of receipt of any liquidation proceeds.
Class 5 - Equity Security Holders of the Debtor	Unimpaired	The sole Equity Holder of the Debtor shall retain his equity as consideration for the contribution of new value made to the Debtor in the form of personal service and management during the Plan period as well as the contribution of his interest in th .

D. Means of Implementing the Plan

This Plan provides that the Debtor will pay its operating expenses and pre-petition creditors as set forth in this Plan through the continued growth and operation of the business, along with the continued contribution from the guarantor, Graham Creech, of monthly payments in the amount of approximately \$10,467 from the garnishment of an installment promissory note securing real property sold by the guarantor.

Since opening its doors to operation 2 years ago around June 27, 2008, the Debtor has gone from 0 units leased to an average of 172 units for the first six months of 2010. The Debtor's occupancy increased from 103 units as of June 30, 2009 to the current 6 month average of 172 units, which represents a 67% annual increase.

This Plan is based on the Debtor's continued ability to increase its occupancy by an average of 5% per month, or approximately 8 to 9 units per month, during the first year following the Effective Date of the Plan, and by approximately 10% each year thereafter, until occupancy peaks at 95%. Beginning the second year following the Effective Date of the Plan, the Debtor expects to be able to increase unit rental rates by approximately 5% per year.

On May 19, 2010, the Court entered its Interim Order on BB&T's Motion to Prohibit Use of Cash Collateral (Doc. No. 32) and in compliance therewith, the Debtor has since made weekly payments of \$2,551, or \$11,054 per month. This Plan provides that the Debtor will pay its largest creditor, Branch Bank & Trust Company ("BB&T"), the allowed amount of its secured claim, estimated to be \$4,034,367, on an interest only basis for the first year⁴ following the Effective Date of the Plan, at the contract rate of 6.25%, and thereafter on a fully-amortized basis for 25 years.

In addition, the Plan provides for the retention by BB&T of Mr. Creech's remaining interest in the promissory note made by Jae Pae with a face amount of approximately \$1,350,000, beginning thirty-seven months following the Effective Date of the Plan, which is estimated to be worth approximately \$1,017,000 as of August 2013.

⁴ On an interest only basis, the payments during the first year to BB&T will total \$21,012 per month. Beginning in Year 2, on a fully amortized basis, the payments will be \$26,613 per month.

The Plan further provides for the payment of \$120,000 to the Unsecured Creditors during the five year Plan period, or approximately 17% on an estimated \$706,1745 in allowed Unsecured Claims, all of which is anticipated to be paid to BB&T.

E. Risk Factors

There is **significant risk** to the Debtor's creditors under the proposed Plan, as the Plan payments are to be made from the operations of the on-going business. Most significantly is whether the Debtor will be able to operate the business in the manner anticipated in its financial projections (see **Exhibit A**). The Company has not operated on this smaller scale and it is impossible to know with certainty what unanticipated expenses there may be as a result thereof.

Notwithstanding same, Debtor believes it has adequately anticipated the future as best as possible and believes its financial projections are reasonable and achievable by the Company.

F. Executory Contracts and Unexpired Leases

The Plan, in Section 6, lists all executory contracts and unexpired leases that the Debtor will assume under the Plan. Assumption means that the Debtor has elected to continue to perform the obligations under such contracts and unexpired leases, and to cure defaults of the type that must be cured under the Code, if any.

If you object to the assumption of your unexpired lease or executory contract, the proposed cure of any defaults, or the adequacy of assurance of performance, you must file and serve your objection to the Plan within the deadline for objecting to the confirmation of the Plan, unless the Court has set an earlier time.

⁵ This figure represents the amount claimed by BB&T in Proof of Claim #3 (\$5,757,541), less the value of the restructured note (\$4,034,367), less the estimated present value of the Jae Pae installment promissory note (\$1,017,000).

Consult your adviser or attorney for more specific information about particular contracts or leases. If you object to the rejection of your contract or lease, you must file and serve your objection to the Plan within the deadline for objecting to the confirmation of the Plan.

The Deadline for filing a proof of claim based on a claim arising from the rejection of a lease or contract is 30 days after entry of the Court order granting the Debtor's motion to reject the lease or contract. Any claim based on the rejection of a contract or lease will be barred if the proof of claim is not timely filed, unless the Court orders otherwise.

G. Tax Consequences of Plan

Creditors and Equity Interest Holders Concerned with How the Plan May Affect Their Tax Liability Should Consult with Their Own Accountants, Attorneys, and/or Advisors.

No analysis of the Federal tax consequences of confirmation of the Plan has been made and you should consult with your own tax expert to determine what, if any, tax consequences may result from confirmation of the Debtor's Plan of Reorganization.

IV. CONFIRMATION REQUIREMENTS AND PROCEDURES

To be confirmable, the Plan must meet the requirements listed in Sections 1129 (a) or (b) of the Bankruptcy Code. The requirements include that: the Plan must be proposed in good faith; at least one impaired class of claims must accept the Plan, without counting votes of insiders; the Plan must distribute to each creditor and equity interest holder at least as much as the creditor or equity interest holder would receive in a chapter 7 liquidation case, unless the creditor or equity interest holder votes to accept the Plan; and the Plan must be feasible. These are also additional requirements for confirmation of a Plan listed in Section 1129.

A. Who May Vote or Object

Any party in interest may object to the confirmation of the Plan if the party believes that the requirements for confirmation are not met.

Certain parties in interest, however, are not entitled to vote to accept or reject the Plan. A creditor or equity interest holder has a right to vote for or against the Plan only if that creditor or equity interest holder has a claim or equity interest that is both (1) allowed or allowed for voting purposes and (2) impaired.

In this case, the Plan Proponent believes that the following classes are impaired:

Class 3	--	Secured Claim of BB&T
Class 4	--	General Unsecured Claims

Holders of allowed claims in each of **the impaired classes listed above are entitled to vote** to accept or reject the Plan.

Only a creditor or equity interest holder with an **allowed claim** or an allowed equity interest has the right to vote on the Plan. Generally, a claim or equity interest is allowed if either (1) the Debtor has scheduled the claim on the Debtor's schedules, unless the claim has been scheduled as disputed, contingent, or unliquidated, or (2) the creditor has filed a proof of claim or equity interest, unless an objection has been filed to such proof of claim or equity interest. When a claim or equity interest is not allowed, that creditor or equity interest holder cannot vote unless the Court, after notice and hearing, either overrules the objection or allows the claim or equity interest for voting purposes pursuant to Rule 3018(a) of the Federal Rules of Bankruptcy Procedure.

The deadline for filing a proof of claim in this case was June 23, 2010 (except as to rejected lease claims and certain other post petition claims). The Debtor shall have 60 days following entry of the Court's Order confirming the Debtor's Plan to file objections to claims, or such other deadline as the Court may set.

2. As described above, the holder of an allowed claim or equity interest has the right to vote only if it is in a class that is **impaired** under the Plan. As provided in § 1124 of the Code, a class is considered impaired if the Plan alters the legal, equitable, or contractual rights of the members of that class.

3. The holders of the following five types of claims and equity interests are **not** entitled to vote:

- holders of claims and equity interests that have been disallowed by an order of the Court;
- holders of other claims or equity interests that are not "allowed claims" or "allowed equity interests" (as discussed above), unless they have been "allowed" for voting purposes.
- holders of claims or equity interests in unimpaired classes;
- holders of claims entitled to priority pursuant to §§ 507(a)(2), (a)(3), and (a)(8) of the Code;
- holders of claims or equity interests in classes that do not receive or retain any value under the Plan; and
- administrative expense claims.

Even If You Are Not Entitled to Vote on the Plan, You Have a Right to Object to the Confirmation of the Plan and to the Adequacy of the Disclosure Statement.

4. A creditor whose claim has been allowed in part as a secured claim and in part as an unsecured claim, or who otherwise hold claims in multiple classes, is entitled to accept or reject a Plan in each capacity, and should cast one ballot for each claim.

B. Votes Necessary to Confirm the Plan

If impaired classes exist, the Court cannot confirm the Plan unless (1) at least one impaired class of creditors has accepted the Plan without counting the votes of any insiders within that class, and (2) all impaired classes have voted to accept the Plan, unless the Plan is eligible to be confirmed by “cram down” on non-accepting classes, as discussed below in Section B.2.

1. A class of claims accepts the Plan if both of the following occur: (1) the holders of more than one-half (1/2) of the allowed claims in the class, who vote, cast their votes to accept the Plan, and (2) the holders of at least two-thirds (2/3) in dollar amount of the allowed claims in the class, who vote, cast their votes to accept the Plan.

A class of equity interests accepts the Plan if the holders of at least two-thirds (2/3) in amount of the allowed equity interests in the class, who vote, cast their votes to accept the Plan.

2. Even if one or more impaired classes reject the Plan, the Court may nonetheless confirm the Plan if the non-accepting classes are treated in the manner prescribed by § 1129(b) of the Code. A plan that binds non-accepting classes is commonly referred to as a “cramdown” plan. The Code allows the Plan to bind non-accepting classes of claims or equity interests if it meets all the requirements for consensual confirmation except the voting requirements of § 1129(a)(8) of the Code, does not “discriminate unfairly,” and is “fair and equitable” toward each impaired class that has not voted to accept the Plan.

You should consult your own attorney if a cramdown confirmation will affect your claim or equity interest, as the variations on this general rule are numerous and complex.

C. Liquidation Analysis

To confirm the Plan, the Court must find that all creditors and equity interest holders who do not accept the Plan will receive at least as much under the Plan as such claim and equity interest holders would receive in a chapter 7 liquidation. Attached to this Disclosure Statement as **Exhibit B**, is a chart of the maximum value of the material assets of the Debtor. As all the assets of the Debtor are subject to liens and encumbrances, in a chapter 7 case, unsecured creditors would receive no distribution. The Debtor’s financial projections are attached hereto as **Exhibit A**.

D. Feasibility

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

The Debtor believes that it will have enough cash on hand on the Effective Date of the Plan to pay all the claims and expenses that are entitled to be paid on that date. The Debtor must also show that it will have enough cash over the life of the Plan to make the required future Plan

payments, if any, and operate without future reorganization. The Debtor has provided projected financial information. Those projections are set forth in **Exhibit A**.

You should consult with your accountant or other financial advisor if you have any questions pertaining to these projections.

V. EFFECT OF CONFIRMATION OF PLAN

A. Discharge of Debt

Except as otherwise expressly provided in the Plan or in the confirmation order, the confirmation order shall operate as a discharge, pursuant to Section 1141(d) of the Bankruptcy Code, to the fullest extent permitted by applicable law, as of the Effective Date of the Plan, of any and all debts of, and claims of any nature whatsoever against the Debtor that arose at any time prior to the confirmation date, including any and all claims for principal and interest, whether accrued before, on or after the Petition Date.

B. Modification of Plan

The Debtor may modify the Plan at any time before confirmation of the Plan. However, the Court may require a new Disclosure Statement and/or re-voting on the Plan.

The Debtor may also seek to modify the Plan at any time after confirmation only if (1) the Plan has not been substantially consummated *and* (2) the Court authorizes the proposed modifications after notice and a hearing.

C. Final Decree

Once the estate has been fully administered, as provided in Rule 3022 of the Federal Rules of Bankruptcy Procedure, the reorganized Debtor, or such other party as the Court shall designate in the Plan confirmation order, shall file a motion with the Court to obtain a final decree to close the case. Alternatively, the Court may enter such a final decree on its own motion.

VI. OTHER AMENDED PLAN PROVISIONS

General Provisions

Revestment of Reorganized Debtor. On the Effective Date of the Plan, except as otherwise expressly provided in the Plan, the reorganized Debtor shall be revested with all of their assets free and clear of any and all liens, debts, obligations, claims, cure claims, liabilities, equity interests, and all other interests of every kind and nature (except for any permitted encumbrances), and the confirmation order shall so provide.

Section 1146 Exemption. Pursuant to Section 1146(c) of the Bankruptcy Code, the making or delivery of any instrument of transfer pursuant to, in implementation of, or as contemplated by the Plan or any Plan document, or the re-vesting, transfer, or sale of any real or

personal property of, by, or in the Debtor or the reorganized Debtor pursuant to, in implementation of, or as contemplated by the Plan or any Plan document shall not be taxed under any state or local law imposing a stamp tax, transfer tax, or similar tax or fee.

General Causes of Action. On the Effective Date, the Reorganized Debtor shall retain all causes of action, except to the extent a creditor or other third party has been specifically released from any cause of action that the estate may have by the terms of the Plan or by Bankruptcy Court order. Neither a vote to accept the Plan by any creditor nor the entry of the confirmation order will result in the waiver or release of any of the estate's causes of action against such creditor. Confirmation of the Plan and entry of the confirmation order are not intended to and shall not be deemed to have any *res judicata* or other effect which would preclude or inhibit prosecution of such causes of action following confirmation of the Plan, whether specified in this Plan or otherwise.

Settlement of Causes of Action. The reorganized Debtor may settle any cause of action with the approval of the Bankruptcy Court.

Adversary Proceeding(s). In the event that an adversary proceeding is filed against the Debtor, such shall be deemed dismissed with prejudice on the effective date of the Plan, with each party to bear its own costs and attorney's fees in conjunction with such proceeding. All issues and controversies shall be deemed fully settled and resolved upon confirmation, with each of such parties having fully released each other from any and all claims and defenses whatsoever in conjunction with their claims, other than as specifically set forth in this Plan, or the order confirming the Plan.

Dismissal of Lawsuits. All lawsuits filed against the Debtor shall be deemed dismissed with prejudice on the Effective Date, with each party to bear its own costs and attorney's fees in conjunction with such lawsuits. All issues and controversies shall be deemed fully settled and resolved upon confirmation, with each of such parties having fully released each other from any and all claims and defenses whatsoever, other than as specifically set forth in this Plan, or the order confirming the Plan..

VII. PROVISIONS GOVERNING DISTRIBUTIONS

Distributions. Each holder of an allowed claim shall be paid as provided by this Plan; provided however, that if, on the Distribution Date, any disputed claims remain, then the reorganized Debtor shall withhold payment in respect of any disputed claim until a final order has been entered by the Bankruptcy Court resolving such disputed claim.

Unclaimed Distributions.

(a) If the holder of an allowed claim fails to negotiate a check issued to such holder within ninety (90) days of the date such check was issued, then the reorganized Debtor shall provide written notice to such holder stating that unless such holder negotiates such check within thirty (30) days of the date of such notice, the amount of cash attributable to such check shall be deemed to be unclaimed, such holder's claim shall no longer be deemed to be allowed, and such holder shall be deemed to have no

further claim in respect of such check and shall not participate in any further distributions under the Plan.

(b) If a distribution pursuant to the Plan to any holder of an allowed claim is returned to the reorganized Debtor due to an incorrect or incomplete address for the holder of such allowed claim, and no claim is made to the reorganized debtor as to such distribution within one hundred twenty (120) days of the return of such distribution, then the amount of cash attributable to such distribution shall be deemed to be unclaimed and such holder shall be deemed to have no further claim in respect of such distribution and shall not participate in any further distributions under the Plan.

Transfer of Claim. In the event that the holder of any claim shall transfer such claim on and after the Effective Date, it shall immediately advise the reorganized Debtor in writing of such transfer. The reorganized Debtor shall be entitled to assume that no transfer of any claim has been made by any holder unless and until the reorganized Debtor shall have received written notice to the contrary. Each transferee of any claim shall take such claim subject to the provisions of the Plan and to any request made, waiver or consent given, or other action taken hereunder and, except as otherwise expressly provided in such notice, the reorganized Debtor shall be entitled to assume conclusively that the transferee named in such notice shall thereafter be vested with all rights and powers of the transferor under the Plan.

Determination of Claims.

(a) Following the effective date of the Plan and except as may otherwise be provided herein, the reorganized Debtor shall have standing to and may object to any administrative claim, priority claim, priority tax claim, secured claim, and unsecured claims. Unless otherwise ordered by the Bankruptcy Court, and except as to any late-filed claims and claims resulting from the rejection of executory contracts or unexpired leases, all objections to claims shall be filed with the Bankruptcy Court on or before sixty (60) days following the effective date (unless such period is extended by the Bankruptcy Court upon motion of the reorganized Debtor), and the confirmation order shall contain appropriate language to that effect.

(b) Disputed claims shall be fixed or liquidated in the Bankruptcy Court as core proceedings within the meaning of 28 U.S.C. §157(b)(2)(B) unless the Bankruptcy Court orders otherwise. If the fixing or liquidation of a contingent or unliquidated claim would cause undue delay in the administration of the reorganization case, such claim shall be estimated by the Bankruptcy Court for purposes of allowance and distribution. Upon receipt of a timely-filed Proof of Claim, the Debtor or other party in interest may file a request for estimation along with its objection to the claim set forth therein. The determination of claims in estimation hearings shall be binding for purposes of establishing the maximum amount of the claim for purposes of allowance and distribution. Procedures for specific estimation hearings, including provisions for discovery, shall be set by the Bankruptcy Court giving due consideration to applicable Bankruptcy Rules and the need for prompt determination of the disputed claim.

De Minimis Distributions on Account of Allowed Claims. To avoid the disproportionate expense and inconvenience associated with making distributions in amounts of less than one dollar (\$1.00) each with respect to allowed claims, the reorganized Debtor shall not

be required to make, and shall be excused from making, distributions in amounts of less than \$1.00 each to holders of allowed claims.

VIII. CONDITIONS PRECEDENT

Condition Precedent to Confirmation of the Plan. The Bankruptcy Court shall not enter the confirmation order, confirmation of the Plan shall not be effective, and the Debtor shall not be obligated to consummate the Plan, unless the Bankruptcy Court shall have made such findings and determinations regarding the Plan as shall enable the entry of the confirmation order in a manner consistent with the provisions of the Plan and in form and substance satisfactory to the Debtor.

Condition Precedent to Effective Date. The Plan shall not be consummated and the effective date shall not occur until the Bankruptcy Court has entered the confirmation order, in form and substance satisfactory to the Debtor, on the docket of this case, and no stay of the confirmation order shall be in effect.

Waiver of Conditions Precedent. The Debtor may elect to waive any condition precedent set forth above that has not been satisfied on or before the date of the confirmation hearing.

IX. INJUNCTION, EXCULPATION AND RELEASE PROVISIONS

General Injunction. Pursuant to Sections 105, 1123, 1129, and 1141 of the Bankruptcy Code, in order to preserve and implement the various transactions contemplated by and provided for in the Plan, as of the confirmation date, except as otherwise provided in the Plan or in the confirmation order, all persons or entities that have held, currently hold or may hold a claim or other debt or liability, that is discharged pursuant to the terms of the Plan are and shall be permanently enjoined and forever barred to the fullest extent permitted by law from taking any of the following actions on account of any such discharged claims, debts or liabilities, other than actions brought to enforce any rights or obligations under the Plan or the Plan documents: (a) commencing or continuing in any manner any action or other proceeding against the Debtor, the reorganized Debtor, or its respective properties; (b) enforcing, attaching, collecting or recovering in any manner any judgment, award, decree or order against the Debtor, the reorganized Debtor, or their assets; (c) creating, perfecting or enforcing any lien or encumbrance against the Debtor, the reorganized Debtor, or their assets; (d) asserting a setoff, right of subrogation, or recoupment of any kind against any debt, liability or obligation due to the Debtor or the reorganized Debtor; or (e) commencing or continuing, in any manner or in any place, any action that does not comply with or is inconsistent with the provisions of the Plan or the confirmation order. The Debtor and the reorganized Debtor shall have the right to independently seek enforcement of this general injunction provision. This general injunction provision is an integral part of the Plan and is essential to its implementation.

Exculpation from Liability. The Debtor, the reorganized Debtor, its respective directors, officers, employees, agents, representatives, accountants, attorneys, and professionals (acting in such capacity), and their respective heirs, executors, administrators, successors, and

assigns, will neither have nor incur any liability whatsoever to any person or other entity for any act taken or omitted to be taken in good faith in connection with or related to the formulation, preparation, dissemination, implementation, confirmation, or consummation of the Plan, the Disclosure Statement, any Plan document, or any contract, instrument, release, or other agreement or document created or entered into, or any other act taken or omitted to be taken, in connection with the Plan or the reorganization case. The rights granted herein are cumulative with (and not restrictive of) any and all rights, remedies, and benefits that the Debtor, the reorganized Debtor, and its respective agents have or obtain pursuant to any provision of the Bankruptcy Code. This exculpation from liability provision is an integral part of the Plan and is essential to its implementation.

Release. To the extent permitted under the Bankruptcy Code, on the Effective Date of the Plan, the post confirmation Debtor shall be unconditionally and hereby is deemed to be unconditionally released from any and all claims, obligations, suits, judgments, damages, rights, remedies, causes of action, charges, costs, debts, indebtedness, or liabilities whatsoever, whether known or unknown, foreseen or unforeseen, existing or hereafter arising, in law, equity, or otherwise, based in whole or in part upon any act or omission, transaction, event or other occurrence taking place between the Petition Date and the Effective Date, which is in any way relating to the Debtor, this reorganization case, any assets of the Debtor, the business or operations of the Debtor, the Plan, or any of the transactions contemplated thereby. The confirmation order shall enjoin the prosecution by any person or entity, whether directly, derivatively or otherwise, of any such claim, obligation, suit, judgment, damage, right, remedy, cause of action, charge, cost, debt, indebtedness, or liability which arose or accrued during such period or was or could have been asserted against any of the Principals, except as otherwise provided in the Plan, the Plan documents or the Confirmation Order. Each of the Principals shall have the right to independently seek enforcement of this release provision. This release provision is an integral part of the Plan and is essential to its implementation.

Term of Certain Injunctions and Automatic Stay. All injunctions or automatic stays provided for in the reorganization case pursuant to Sections 105, 362, or other applicable provisions of the Bankruptcy Code, or otherwise, and in existence on the confirmation date, shall remain in full force and effect until the effective date. Any preliminary or permanent injunction entered by the Bankruptcy Court shall continue in full force and effect following the confirmation date and the final decree date, unless otherwise ordered by the Bankruptcy Court.

No Liability for Tax Claims. Unless a taxing governmental authority has asserted a claim against the Debtor before the bar date or administrative expense claims bar date established with respect to such claim, no claim of such governmental authority shall be allowed against the Debtor or the reorganized Debtor for taxes, penalties, interest, additions to tax, or other charges arising out of the failure, if any, of the Debtor, any of his affiliates, or any other person or entity to have paid tax or to have filed any tax return (including any income tax return or franchise tax return) in or for any prior year or arising out of an audit of any return for a period before the Petition Date.

No Liability for Untimely Administrative Expense Claims. Holders of administrative expense claims (including holders of any claims for post-petition federal, state or local taxes) that do not file an application or other Bankruptcy Court-approved pleading by the

administrative expense claims bar date shall be forever barred from asserting such administrative expense claims against the Debtor, the reorganized Debtor, or any of its respective properties.

X. RETENTION OF JURISDICTION

General Retention. Notwithstanding the entry of the confirmation order and the occurrence of the effective date, until the reorganization case is closed, the Bankruptcy Court shall retain the most full and extensive jurisdiction of the reorganization case that is permitted by applicable law, including that necessary to ensure that the purposes and intent of the Plan are carried out.

Specific Purposes. In addition to the general retention of jurisdiction set forth in this Plan, after confirmation of the Plan and until the reorganization case is closed, the Bankruptcy Court shall retain jurisdiction of the reorganization case for the following specific purposes:

(a) to allow, disallow, determine, liquidate, classify, estimate, or establish the priority or secured or unsecured status of any claim or equity interest, including the resolution of any application for an administrative expense, and to determine any and all objections to the allowance or priority of claims or equity interests;

(b) to determine any and all cases, controversies, suits or disputes arising under or relating to the Plan or the confirmation order (including regarding the effect of any release, discharge, or injunction provisions provided for herein or affected hereby and regarding whether conditions to the consummation and/or effective date of the Plan have been satisfied) and to enforce the obligations under the Plan;

(c) to determine any and all applications for allowance of compensation of professionals and reimbursement of expenses under Section 330, 331 or 503(b) of the Bankruptcy Code arising out of or relating to the reorganization case; provided, however, that this retention of jurisdiction shall not require prior Bankruptcy Court approval of the payment of fees and reimbursement of expenses of professionals after confirmation of the Plan unless an objection to such fees and expenses has been made by the Debtor or the reorganized Debtor;

(d) to determine any and all motions pending as of the date of the Confirmation Hearing (including pursuant to the Plan) for the rejection, assumption or assignment of executory contracts or unexpired leases to which the Debtor is a party or with respect to which the Debtor may be liable (including assumed contracts), and to determine the allowance of any claims resulting from the rejection thereof or any amount necessary to cure defaults in any assumed and/or assigned executory contracts or unexpired leases (including assumed contracts), including cure claims;

(e) to determine any and all motions, applications, adversary proceedings, contested or litigated matters, causes of action, and any other matters involving the Debtor or the reorganized Debtor commenced in connection with, or arising during, the reorganization case and pending on the Effective Date, including approval of proposed settlements thereof;

(f) to enforce, interpret, and administer the terms and provisions of the Plan and the Plan

documents;

(g) to modify any provisions of the Plan to the fullest extent permitted by the Bankruptcy Code and the Bankruptcy Rules;

(h) to consider and act on the compromise and settlement of any claim against or equity interest in the Debtor or the estate;

(i) to assure the performance by the reorganized Debtor of its obligations to make distributions under the Plan;

(j) to correct any defect, cure any omission, reconcile any inconsistency, and make any other necessary change or modification in or to the Disclosure Statement, the Plan, the Plan documents, the Confirmation Order, or any exhibits or schedules to the foregoing, as may be necessary or appropriate to carry out the purposes and intent of the Plan, including the adjustment of the date(s) of performance under the Plan in the event the effective date does not occur as provided herein so that the intended effect of the Plan may be substantially realized thereby;

(k) to resolve any disputes concerning any release of a nondebtor hereunder or the injunction against acts, employment of process, or actions against such nondebtor arising hereunder;

(l) to enforce all orders, judgments, injunctions, and rulings entered in connection with this reorganization case;

(m) to enter such orders as may be necessary or appropriate to implement or consummate the provisions of the Plan and all contracts, instruments, releases, indentures and other agreements or documents created in connection with the Plan, the Disclosure Statement (if required), or the confirmation order, including the Plan documents;

(n) to review and approve any sale or transfer of assets or property by the Debtor or the reorganized Debtor, including prior to or after the date of the Plan, and determine all questions and disputes regarding such sales or transfers;

(o) to determine all questions and disputes regarding title to the assets of the Debtor, the estate, or the reorganized Debtor;

(p) to determine any motions or contested matters relating to the causes of action, whether brought before or after the effective date;

(q) to determine any motions or contested matters involving taxes, tax refunds, tax attributes, tax benefits and similar or related matters with respect to the Debtor arising on or prior to the effective date or arising on account of transactions contemplated by the Plan;

(r) to resolve any determinations which may be requested by the Debtor or the reorganized Debtor of any unpaid or potential tax liability or any matters relating thereto under Sections 505 and 1146(d) of the Bankruptcy Code, including tax liability or such related matters

for any taxable year or portion thereof ending on or before the effective date;

(s) to issue injunctions, enter, and implement other orders or take such other actions as may be necessary or appropriate to restrain interference by any person or entity with consummation, implementation or enforcement of the Plan or the confirmation order;

(t) to enter and implement such orders as are necessary or appropriate if the confirmation order is for any reason modified, stayed, reversed, revoked, or vacated;

(u) to determine any other matters that may arise in connection with or relating to the Plan, the Disclosure Statement (if required), the confirmation order, or the Plan documents;

(v) to enter such orders as are necessary to implement and enforce the injunctions described herein;

(w) to determine such other matters and for such other purposes as may be provided for in the confirmation order or as may from time to time be authorized under the provisions of the Bankruptcy Code or any other applicable law; and

(x) to enter an order concluding and terminating the reorganization case.

Closing of the Reorganization Case. In addition to the retention of jurisdiction set forth above, the Bankruptcy Court shall retain jurisdiction of the reorganization case to enter an order reopening the reorganization case after it has been closed.

MISCELLANEOUS PROVISIONS

No Admissions. The Plan provides for the resolution, settlement and compromise of claims against and equity interests in the Debtor. Nothing herein shall be construed to be an admission of any fact or otherwise binding upon the Debtor in any manner prior to the Effective Date.

Revocation or Withdrawal of the Plan. The Debtor reserves the right to revoke or withdraw the Plan prior to the confirmation date. If the Debtor revokes or withdraws the Plan, or if confirmation of the Plan does not occur, then the Plan shall be deemed null and void in all respects and nothing contained in the Plan shall be deemed to (a) constitute a waiver or release of any claims by or against, or equity interests in, the Debtor or any other person, or (b) prejudice in any manner the rights of the Debtor or any other person in any further proceedings involving the Debtor.

Settlement of Claims. The reorganized Debtor (a) may commence or continue in any appropriate court or tribunal any suit or other proceeding for the enforcement of any claim or cause of action which the Debtor in possession had or had power to assert immediately prior to the confirmation date, and (b) may settle or adjust such claim or cause of action.

Standard for Approval by the Bankruptcy Court. In the event any of the matters described herein are brought for approval before the Bankruptcy Court, then any such approval shall mean the entry of an order by the Bankruptcy Court approving the matter using the

standards for approval of similar matters by a Chapter 11 Debtor in possession.

Further Assurances. The Debtor or the reorganized Debtor (as the case may be) agrees and is authorized to execute and deliver any and all papers, documents, contracts, agreements, and instruments that may be necessary to carry out and implement the terms and conditions of the Plan.

Headings. The headings and table of contents used in the Plan are for convenience and reference only and shall not constitute a part of the Plan for any other purpose or in any manner affect the construction of the provisions of the Plan.

Notices. All notices, requests, or other documents in connection with or required to be served by the Plan shall be in writing and shall be sent by first class United States mail, postage prepaid, or by overnight delivery by a recognized courier service, to:

If to the Debtor or the Reorganized Debtor:

BIG TOY STORAGE HOLDING COMPANY, LLC
11915 U.S. Hwy. 301 North
Thonotassassa, FL 33592

with a mandatory copy to:

McIntyre, Panzarella, Thanasides,
Eleff & Hoffman, P. L.
Attn: Richard J. McIntyre
6943 E. Fowler Avenue
Tampa, Florida, 33617

Contemporaneous Service. Copies of all notices under the Plan to any party shall be given to the Debtor and the reorganized Debtor and its counsel, contemporaneously with the giving of notice to such party.

Changes of Address. Any entity may change the person or address to whom or to which notices are to be given hereunder by filing a written instrument to that effect with the Bankruptcy Court and serving same on the parties set forth above.

Governing Law. Except to the extent that federal law (including the Bankruptcy Code or the Bankruptcy Rules) is applicable, or to the extent that the Plan or the provision of any contract, instrument, release, indenture, or other agreement or document entered into in connection with the Plan provides otherwise, the rights and obligations arising under the Plan shall be governed by, construed, and enforced in accordance with the laws of the State of Florida, without giving effect to the principles of conflicts of law thereof.

Limitation of Allowance. No attorneys' fees, punitive damages, penalties, special damages, lost profits, treble damages, exemplary damages, or interest shall be paid with respect to any claim or equity interest except as specified herein or as allowed by a Final Order of the Bankruptcy Court.

Estimated Claims. To the extent any Claim is estimated for any purpose other than for voting, then in no event shall such Claim be allowed in an amount greater than the estimated amount.

Consent to Jurisdiction. Upon any default under the Plan, the Debtor and the reorganized Debtor consent to the jurisdiction of the Bankruptcy Court, or any successor thereto, and agree that it shall be the preferred forum for all proceedings relating to any such default. By accepting any distribution or payment under or in connection with the Plan, by filing any Proof of Claim, by filing any cure claim, by voting on the Plan, or by entering an appearance in the reorganization case, all creditors and other parties in interest, including foreign creditors and foreign parties in interest, have consented, and shall be deemed to have expressly consented, to the jurisdiction of the Bankruptcy Court for all purposes with respect to any and all matters relating to, arising under or in connection with the Plan or the reorganization case, including the matters and purposes set forth in this Plan. The Bankruptcy Court shall maintain jurisdiction to the fullest extent allowed under applicable law over all matters set forth in this Plan.

Setoffs. Subject to the limitations provided in Section 553 of the Bankruptcy Code, the Debtor may, but shall not be required to, set off against any claim and the payments or other distributions to be made pursuant to the Plan in respect of such claim, claims of any nature whatsoever the Debtor may have against the holder of such claim, but neither the failure to do so nor the allowance of any Claim hereunder shall constitute a waiver or release by the Debtor of any such claim that the Debtor may have against such holder.

Successors and Assigns. The rights, benefits, duties, and obligations of any person named or referred to in the Plan shall be binding upon and shall inure to the benefit of any heir, executor, administrator, successor, or assign of such person.

No Postpetition Interest. Except as expressly stated in the Plan or otherwise allowed by a Final Order of the Bankruptcy Court, no holder of an allowed claim shall be entitled to the accrual of postpetition interest or the payment of postpetition interest, penalties, or late charges on account of such claim for any purpose.

Modification of Payment Terms. The reorganized Debtor reserves the right to modify the treatment of any allowed claim, as provided in Section 1123(a)(4) of the Bankruptcy Code, at any time after the effective date, upon the consent of the holder of such allowed claim.

Entire Agreement. The Plan and Plan documents set forth the entire agreement and undertakings relating to the subject matter thereof and supersede all prior discussions and documents. No person shall be bound by any terms, conditions, definitions, warranties, understandings, or representations with respect to the subject matter hereof, other than as expressly provided for herein or as may hereafter be agreed to by the parties in writing.

Severability of Plan Provisions. If, prior to confirmation, any term or provision of the Plan is held by the Bankruptcy Court to be invalid, void, or unenforceable, the Bankruptcy Court, at the request of the Debtor, shall have the power to alter and interpret such term or provision to make it valid or enforceable to the maximum extent practicable, consistent with the original purpose of the term or provision held to be invalid, void or unenforceable, and such term or provision shall then be applicable as altered or interpreted. Notwithstanding any such holding,

INDEX OF EXHIBITS

EXHIBIT A -- Projections of Cash Flow and Earnings for Post-Confirmation
Period

EXHIBIT B -- Identity and Liquidation Value of Material Assets of Debtor

EXHIBIT C -- Form Ballot

EXHIBIT A
TO PLAN OF REORGANIZATION OF
BIG TOY STORAGE HOLDING COMPANY, LLC
5 YEAR PLAN PAYMENT PROJECTIONS

	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month 10	Month 11
Beginning Balance	\$ 25,000	\$ 24,558	\$ 22,931	\$ 24,775	\$ 26,875	\$ 19,490	\$ 13,462	\$ 7,232	\$ 4,122	\$ 2,582	\$ 1,065
INCOME											
Rental Income (Net of Sales Taxes)	\$ 23,000	\$ 24,150	\$ 25,358	\$ 26,625	\$ 27,957	\$ 29,354	\$ 30,822	\$ 32,363	\$ 33,981	\$ 35,681	\$ 37,465
Contribution from Guarantor	\$ 10,467	\$ 10,467	\$ 10,467	\$ 10,467	\$ 10,467	\$ 10,467	\$ 10,467	\$ 10,467	\$ 10,467	\$ 10,467	\$ 10,467
Total Income	\$ 33,467	\$ 34,617	\$ 35,825	\$ 37,092	\$ 38,424	\$ 39,821	\$ 41,289	\$ 42,830	\$ 44,448	\$ 46,148	\$ 47,932
Occupancy	42%	44%	46%	49%	51%	54%	56%	59%	62%	65%	68%
Avg. Rate	\$ 147.21	\$ 147.21	\$ 147.21	\$ 147.21	\$ 147.21	\$ 147.21	\$ 147.21	\$ 147.21	\$ 147.21	\$ 147.21	\$ 147.21
DISBURSEMENTS											
Accounting and Legal	\$ 230	\$ 242	\$ 254	\$ 266	\$ 280	\$ 294	\$ 308	\$ 324	\$ 340	\$ 357	\$ 375
Advertising	\$ 115	\$ 121	\$ 127	\$ 133	\$ 140	\$ 147	\$ 154	\$ 162	\$ 170	\$ 178	\$ 187
Bank Charges	\$ 10	\$ 10	\$ 10	\$ 10	\$ 10	\$ 10	\$ 10	\$ 10	\$ 10	\$ 10	\$ 10
Credit Card Fees	\$ 230	\$ 242	\$ 254	\$ 266	\$ 280	\$ 294	\$ 308	\$ 324	\$ 340	\$ 357	\$ 375
DirecTV	\$ 89	\$ 89	\$ 89	\$ 89	\$ 89	\$ 89	\$ 89	\$ 89	\$ 89	\$ 89	\$ 89
Insurance	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000
Office Expenses	\$ 400	\$ 400	\$ 400	\$ 400	\$ 400	\$ 400	\$ 400	\$ 400	\$ 400	\$ 400	\$ 400
Repairs & Maintenance	\$ 115	\$ 121	\$ 127	\$ 133	\$ 140	\$ 147	\$ 154	\$ 162	\$ 170	\$ 178	\$ 187
Taxes and Licenses	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000
Payroll	\$ 2,691	\$ 2,691	\$ 2,691	\$ 2,691	\$ 2,691	\$ 2,691	\$ 2,691	\$ 2,691	\$ 2,691	\$ 2,691	\$ 2,691
Telephone	\$ 161	\$ 161	\$ 161	\$ 161	\$ 161	\$ 161	\$ 161	\$ 161	\$ 161	\$ 161	\$ 161
Travel	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500
Property Tax	\$ -	\$ -	\$ -	\$ -	\$ 11,750	\$ 11,750	\$ 11,750	\$ 11,750	\$ 11,750	\$ 11,750	\$ 11,750
TECO	\$ 1,800	\$ 1,800	\$ 1,800	\$ 1,800	\$ 1,800	\$ 1,800	\$ 1,800	\$ 1,800	\$ 1,800	\$ 1,800	\$ 1,800
Sanitation	\$ 76	\$ 76	\$ 76	\$ 76	\$ 76	\$ 76	\$ 76	\$ 76	\$ 76	\$ 76	\$ 76
Subtotal	\$ 10,417	\$ 10,452	\$ 10,488	\$ 10,526	\$ 22,316	\$ 22,358	\$ 22,402	\$ 22,448	\$ 22,497	\$ 22,548	\$ 22,601
Pre-Plan Net Cash Flow	\$ 23,050	\$ 24,165	\$ 25,337	\$ 26,566	\$ 16,108	\$ 17,464	\$ 18,887	\$ 20,382	\$ 21,952	\$ 23,600	\$ 25,330
Payments Under Plan											
US Trustee	\$ -	\$ -	\$ -	\$ 975	\$ -	\$ -	\$ 1,625	\$ -	\$ -	\$ 1,625	\$ -
Administrative Expense Claims	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Tax Claims:											
IRS	\$ -	\$ 2,300	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Doug Belden, Hills Co. Tax Collector	\$ 2,480	\$ 2,480	\$ 2,480	\$ 2,480	\$ 2,480	\$ 2,480	\$ 2,480	\$ 2,480	\$ 2,480	\$ 2,480	\$ 2,480
BB&T from Operations	\$ 10,545	\$ 10,545	\$ 10,545	\$ 10,545	\$ 10,545	\$ 10,545	\$ 10,545	\$ 10,545	\$ 10,545	\$ 10,545	\$ 10,545
BB&T from Guarantor Contribution	\$ 10,467	\$ 10,467	\$ 10,467	\$ 10,467	\$ 10,467	\$ 10,467	\$ 10,467	\$ 10,467	\$ 10,467	\$ 10,467	\$ 10,467
Unsecured Creditors											
Subtotal	\$ 23,492	\$ 25,792	\$ 23,492	\$ 24,467	\$ 23,492	\$ 23,492	\$ 25,117	\$ 23,492	\$ 23,492	\$ 25,117	\$ 23,492
Net Cash Flow	\$ (442)	\$ (1,627)	\$ 1,844	\$ 2,099	\$ (7,384)	\$ (6,028)	\$ (6,230)	\$ (3,110)	\$ (1,540)	\$ (1,517)	\$ 1,838
Ending Balance	\$ 24,558	\$ 22,931	\$ 24,775	\$ 26,875	\$ 19,490	\$ 13,462	\$ 7,232	\$ 4,122	\$ 2,582	\$ 1,065	\$ 2,903

Assumptions:

5% monthly increase in occupancy and rental income for next year; 15% growth in rental income in years 2, 3 and 4, and 5% growth in rental income in year 5

BBT Payment at 6.25% amort over 25 yrs:

\$ 4,034,367	Interest	Monthly	Annual
	\$ 21,012	\$ (26,613)	\$ (319,362)

5.00%

17% payment to Unsecured Creditors with estimated allowed claims of \$716,000 beginning in Year 2

EXHIBIT A
 TO PLAN OF REORGANIZATION OF
 BIG TOY STORAGE HOLDING COMPANY, LLC
 5 YEAR PLAN PAYMENT PROJECTIONS

Month 12	Year 1	Year 2	Year 3	Year 4	Year 5
\$ 2,903	\$ 25,000	\$ 6,558	\$ 46,868	\$ 115,472	\$ 102,179
\$ 39,338	\$ 366,094	\$ 542,862	\$ 624,291	\$ 717,935	\$ 753,831
\$ 10,467	\$ 125,604	\$ 125,604	\$ 125,604	\$ -	\$ -
\$ 49,805	\$ 491,698	\$ 668,466	\$ 749,895	\$ 717,935	\$ 753,831
72%		79%	87%	95%	95%
\$ 147.21		\$ 153.90	\$ 160.90	\$ 169.29	\$ 177.76
\$ 393	\$ 3,661	\$ 5,429	\$ 6,243	\$ 7,179	\$ 7,538
\$ 197	\$ 1,830	\$ 2,714	\$ 3,121	\$ 3,590	\$ 3,769
\$ 10	\$ 120	\$ 120	\$ 120	\$ 120	\$ 120
\$ 393	\$ 3,661	\$ 5,429	\$ 6,243	\$ 7,179	\$ 7,538
\$ 89	\$ 1,068	\$ 1,068	\$ 1,068	\$ 1,068	\$ 1,068
\$ 3,000	\$ 36,000	\$ 36,000	\$ 36,000	\$ 36,000	\$ 36,000
\$ 400	\$ 4,800	\$ 4,800	\$ 4,800	\$ 4,800	\$ 4,800
\$ 197	\$ 1,830	\$ 2,714	\$ 3,121	\$ 3,590	\$ 3,769
\$ 1,000	\$ 12,000	\$ 12,000	\$ 12,000	\$ 12,000	\$ 12,000
\$ 2,691	\$ 32,295	\$ 67,820	\$ 108,511	\$ 135,639	\$ 169,549
\$ 161	\$ 1,932	\$ 1,932	\$ 1,932	\$ 1,932	\$ 1,932
\$ 500	\$ 6,000	\$ 6,000	\$ 6,000	\$ 6,000	\$ 6,000
\$ 11,750	\$ 94,000	\$ 94,000	\$ 94,000	\$ 94,000	\$ 94,000
\$ 1,800	\$ 21,600	\$ 21,600	\$ 21,600	\$ 21,600	\$ 21,600
\$ 76	\$ 912	\$ 912	\$ 912	\$ 912	\$ 912
\$ 22,657	\$ 221,710	\$ 262,537	\$ 305,672	\$ 335,609	\$ 370,596
\$ 27,147	\$ 269,988	\$ 405,928	\$ 444,223	\$ 382,326	\$ 383,236
\$ -	\$ 4,225	\$ 6,500	\$ 6,500	\$ 6,500	\$ 6,500
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ -	\$ 2,300	\$ -	\$ -	\$ -	\$ -
\$ 2,480	\$ 29,757	\$ 29,757	\$ 29,757	\$ 29,757	\$ 29,757
\$ 10,545	\$ 126,544	\$ 193,758	\$ 193,758	\$ 319,362	\$ 319,362
\$ 10,467	\$ 125,604	\$ 125,604	\$ 125,604	\$ -	\$ -
	\$ 10,000	\$ 20,000	\$ 40,000	\$ 50,000	
\$ 23,492	\$ 288,430	\$ 365,619	\$ 375,619	\$ 395,619	\$ 405,619
\$ 3,655	\$ (18,442)	\$ 40,310	\$ 68,604	\$ (13,293)	\$ (22,383)
\$ 6,558	\$ 6,558	\$ 46,868	\$ 115,472	\$ 102,179	\$ 79,796

EXHIBIT B
TO PLAN OF REORGANIZATION
LIQUIDATION ANALYSIS

	Scheduled Amount	Estimated Percent Recovery	Liquidation Recovery Value
Assets			
Cash			\$ 25,000
11915 U.S. Hwy. 301 North, Thonotasassa, FL 33592			\$ 4,034,367
FF&E			\$ 10,000
Total Assets at Liquidation Value	\$ -		\$ 4,069,367
Total Assets at Liquidation Value			Recovery Value \$ 4,069,367
	Total Value		Payout Value
Less:			
Secured Creditors = recoveries	\$ 5,672,541		\$ (5,672,541)
Doug Belden, Hills. Co. Tax	\$ 97,000		
BB&T	\$ 5,575,541		
Less:			
Chapter 11 administrative expenses	\$ -		\$ -
Legal	\$ -		
Less:			
Priority Claims, excluding admin. expense claims:	\$ 2,300		\$ (2,300)
IRS	\$ 2,300		
Balance for unsecured claims			\$ (1,605,474)
Balance for unsecured claims (Liquidation)			Recovery Value \$ -
Unsecured Creditor Payout Under Plan			\$ 120,000
Est. Total dollar amount of unsecured claims			\$ 706,174
Percentage of Claims Which Unsecured Creditors Would Receive Or Retain in a Chapter 7 Liquidation:			0%
Percentage of Claims Which Unsecured Creditors Would Receive Or Retain under the Plan:			17.0%

Exhibit C- Form Ballot

**UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION**

In re:

Chapter 11

Big Toy Storage Holding
Company, LLC,

Case No: 8:10-bk-08398-CED

River Mountain, Inc.,

Case No: 8:10-bk-08482-CED

Debtors.

*Jointly Administered
Case No. 8:09-bk-08398-CED*

**BALLOT FOR ACCEPTING OR REJECTING DEBTOR'S
PLAN OF REORGANIZATION**

The Plan of Reorganization (the "Plan") referred to in this Ballot, may be confirmed by the Court and hereby made binding on you if it is accepted by the holders of two-thirds in amount and more than one-half in number of claims in each class and the holders of two-thirds in amount of equity security interests in each class voting on the Plan. In the event the requisite acceptances are not obtained, the Court may nevertheless confirm the Plan if the Court finds that the Plan accords fair and equitable treatment to the class or classes rejecting it and otherwise satisfies the requirements of § 1129(b) of the Bankruptcy Code. To have your vote count, you must complete, **SIGN**, and return this ballot.

Name of Creditor: _____ Sample _____ Amount of Claim \$ _____ Class: _____ The undersigned, a creditor of the above-named Debtor in the unpaid principal amount listed above, <div style="display: flex; justify-content: space-around; margin-top: 10px;"> <input type="checkbox"/> Accepts <input type="checkbox"/> Rejects </div> <p>BIG TOY STORAGE HOLDING COMPANY, LLC'S Plan of Reorganization.</p>
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Signed: _____

Print or Type Name: _____

Title: _____

Name of Company: _____

Address: _____

<p>This ballot must be received on or before _____ at the following address:</p> <p style="text-align: center;">Clerk, United States Bankruptcy Court Sam M. Gibbons Courthouse 801 North Florida Avenue, Suite 727 Tampa, Florida 33602-3826</p>	<p>A copy of this ballot is to be sent to:</p> <p style="text-align: center;">Richard J. McIntyre, Esquire McIntyre, Panzarella, Thanasides, Eleff & Hoffman, P.L. 6943 E. Fowler Avenue Tampa, Florida 33617 ATTORNEYS FOR DEBTOR</p>
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