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7 UNITED STATES BANKRUPTCY COURT
8 CENTRAL DISTRICT OF CALIFORNIA
9 NORTHERN DIVISION

10 In Re: CAMARILLO PLAZA, LLC

Case No. 9:11-BK-15562-RR

11 AMENDED DISCLOSURE
12 STATEMENT

13 Date: June 13, 2013
14 Time: 10:00 a.m.
15 Courtroom: 201
16 1415 State Street, Santa Barbara,
17 CA 93102

Debtor(s)

17 AMENDED DISCLOSURE STATEMENT IN CHAPTER 11 CASE

18 I.
19 INTRODUCTION

20 Camarillo Plaza, LLC ("Debtor") is the debtor in this Chapter 11 bankruptcy case
21 filed on December 5, 2011 under 11 U.S.C. § 101 et seq. This document is the Chapter 11
22 Disclosure Statement for the Second Amended Chapter 11 Plan ("Plan") proposed by the
23 Debtor. It has been approved by the court and is provided to you to help you understand
24 the Plan. Sent to you in the same envelope as this document is the Plan.

25 The Disclosure Statement is explanatory only; the language in the Plan is binding.
26 **Your Rights may be affected. You should read these papers carefully and discuss**
27 **them with your attorney.**¹

28 ¹ Counsel for Debtor, Janet A. Lawson, may not assist you by giving legal advice.
SMRH:407210262.4

EFFECTIVE DATE OF THE PLAN: The Effective Date of the Plan is that date that the entered orders confirming the Plan and approving the sale of Debtor's 74,072 square foot shopping center commonly known as Camarillo Plaza and the underlying real property, located at 1701-1877 East Daily Drive, Camarillo, California 93010 (the "Property") have become final and non-appealable.

This is a liquidating plan. In other words, the Debtor seeks to accomplish payment by selling assets (i.e., the Property) to generate sufficient funds to pay all creditors consistent with the priorities set forth in the Bankruptcy Code.

II. HISTORY OF EVENTS LEADING TO THE BANKRUPTCY FILING

This is a “single asset” real estate case. Debtor owns the Property. The Property consists of approximately 8.54 acres with approximately 74,000 net rentable square feet of retail commercial space.

In or about September 2010, the Debtor entered into a lease with Brendan's Camarillo, LLC ("Brendan's") as lessee. The lease provided for certain tenant improvements, a portion of which were to be paid by the Debtor and a portion of which were to be paid by Brendan's. Subsequently, a dispute arose between the parties as to the allocation of these expenses. At about the same time that dispute was taking place, the owners of Brendan's refused to give Debtor the required financial information to have the lease approved by the secured creditor WELLS FARGO BANK, N.A., as Trustee for the Registered Holders of Credit Suisse First Boston Mortgage Securities Corp., Commercial Pass-Through Certificates, Series 2006-C3 (the "Lender"), which owns the note and deed of trust ("Note and Deed of Trust") on the Property, which evidence a loan made by the Lender to Debtor (the "Loan"). These two events combined together caused the Debtor to default on the mortgage payment that came due in January 2011. Facing a non-judicial foreclosure sale, this bankruptcy was filed.

**III.
DEBTOR'S EFFORTS TO RESOLVE
ITS FINANCIAL PROBLEMS**

Debtor has found a buyer for the Property. The Lender has agreed to cooperate in consummating the sale. Debtor and the Lender expect to resolve the amount of Lender's claim by the time of confirmation of the Plan. The current purchase offer is for \$18,150,000.00. The Lender's asserted secured claim is \$12,690,856.99 as of July 16, 2012, which includes principal of \$11,986,911.64, non-default interest of \$549,687.04 late charges of \$19,197.80, protective advances of \$103,935.51, and fees, costs and other charges of \$1,125.00, plus additional attorneys' fees. The Lender is also entitled to interest and fees, costs and other charges (including attorneys' fees) on and after July 16, 2012 (all amounts owed to the Lender are referred to collectively as the "Lender Claim")². The purchase price will be paid by (i) assumption of the Loan by the purchaser, and (ii) the balance in cash. The \$18,150,000 offer is subject to overbid on the terms set forth in the Bidding Procedures attached hereto as Exhibit A (the "Bid Procedures").

The Debtor has acknowledged, agreed and stipulated that whoever acquires the Property shall be required to assume the Loan and Note, and acquire the Property subject to the Deed of Trust, provided, however, that such acquiror may make an all-cash bid for the Property, provided that any such bid must be in an amount sufficient to pay Lender all amounts specified in, and payable to Lender under, the Note, the Deed of Trust and the

² The amount of the Lender Claim set forth herein shall not be binding upon either Debtor or Lender. Debtor's position with respect to the Lender Claim is that there was an agreement with Lender's prior counsel to waive default interest if the default on the secured claim is cured on or before the effective date of the plan. It is also Debtor's position that default interest is not properly collected by Lender if there is a cure on or before the effective date of the Plan

At this time, Lender disputes Debtor's positions. Lender's position with respect to the Lender Claim is that it includes, without limitation, additional amounts including default interest (which, as of July 16, 2012, Lender asserts is equal to \$978,279.87) and all other amounts that Lender claims it is owed under the applicable loan documents.

Debtor and Lender expressly reserve their respective rights with respect to the foregoing, and shall continue to discuss the amount of the Lender Claim and shall attempt to arrive at a final resolution of the allowed amount thereof without the necessity of a formal objection by Lender.

1 other loan documents and such bid must otherwise constitute a Qualified Bid (as defined in
2 the Bid Procedures). Moreover, transfer of the Property shall be subject (in addition to
3 Bankruptcy Court approval and plan confirmation) to Lender's prior written consent and
4 approval of the purchaser (whether the current offeror or an overbidder), the purchase
5 agreement of the purchaser, and the overall sale transaction. Lender shall have the sole,
6 absolute, and unconditional discretion to determine whether to consent to a proposed
7 purchaser, purchase agreement, and overall sale transaction. The provisions of this
8 paragraph shall be referred to as "Lender Approval".

9 The net cash proceeds of the sale are expected to be sufficient to pay all creditors
10 100% of their allowed claims. As discussed below in more detail in the section entitled
11 "Disputed Claims", the funds represented by disputed and contingent claims will be placed
12 in an escrow account until resolution by this court.

13 **IV.** 14 **SUMMARY OF THE PLAN OF REORGANIZATION**

15 As required by the Bankruptcy code, the Plan classifies claims and interests in
16 various classes according to their right to priority. The Plan states whether each class of
17 claims or interests is impaired or unimpaired. The Plan provides the treatment each class
18 will receive.

19 **UNCLASSIFIED CLAIMS**

20 Holders of administrative priority claims are entitled to priority pursuant to §
21 507(a)(2) of the Bankruptcy Code. These claims include (i) professional fees and costs;
22 and (ii) United States Trustee fees. Such claims are paid in full on, or as soon as
23 practicable after, the Effective Date or upon allowance of such claim, whichever is later.

24 **1. Administrative Claims.** Administrative expenses are claims for costs or
25 expenses of administering the Debtors' Chapter 11 case which are allowed under Section
26 507(a)(1). The code requires that all administrative claims be paid on the Effective Date of
27 the Plan, unless a particular claimant agrees to a different treatment.
28

The administrative claims and their treatment are:

Name	Amount Owed	Treatment
Janet A. Lawson, Attorney for Debtors	300.00 per hour; est. ³	Paid upon court approval
Office of the UST ⁴	\$650.00 per quarter	Paid pursuant to Local rules, and UST Guidelines
Totals	TBD	

The court must approve all professional fees listed in this chart before the fees will be owed. For all fees except for U.S. Trustee fees, the professional in question must file and serve a properly noticed fee application and the Court must rule on the application. Only the amount of fees allowed by the court will be owed and required to be paid under this Plan.

2. Priority Tax Claims. The Franchise Tax Board has an unsecured tax claim for \$11,658.06.

CLASSIFIED CLAIMS

1. Secured Claims. Secured claims are claims which are secured by property of the estate. The following sets forth the treatment of the two secured claims, one of which is held by the Lender and the other of which is held by T R Funding, a California general partnership ("TR Funding"). Neither Lender nor TR Funding is an "insider" (as defined in the Bankruptcy Code) of the Debtor.

1.1 The Lender Claim is impaired. The Lender Claim should be resolved by agreement prior to confirmation of the Plan and by the order approving the sale of the

³ \$7,500 received as a retainer.

⁴ Office of the United States Trustee.

1 Property, to be entered concurrently with the order confirming this Plan. The Lender's
2 treatment under this Plan is set forth in detail in the Bid Procedures. In general, the
3 Property will be sold on the terms set forth above under Section III. In the event of any
4 inconsistency between the description in this paragraph and the Bid Procedures, the Bid
5 Procedures shall control.

6
7 1.2 The secured claim of TR Funding is estimated to be approximately \$15,000
8 and shall be paid in full from the proceeds of the sale of the Property up to a maximum
9 amount of \$20,000.

10 2. **General Unsecured Claims.** A creditor whose claim is \$1,000.00 or less or
11 who elects to reduce its allowed claim to \$1,000.00 will receive a single payment equal to
12 100% of its allowed claim on, or as soon as practicable after, the Effective Date of the Plan
13 (or upon allowance of the claim, if later).

14 2.1 **General Unsecured Creditors Holding Undisputed and Liquidated**
15 **Claims.** These creditors will be paid 100% of their allowed claims without interest as
16 soon as practicable after the close of escrow described above in paragraph 1, except for
17 disputed and contingent claims. These claims are specifically identified in Exhibit C
18 attached hereto.

19
20 2.2 **Disputed Claims.** Brendan's does not have an allowed claim as it was
21 scheduled as "disputed and unliquidated." Brendan's did file a Proof of Claim on
22 9/28/2012 and Debtor has propounded discovery requesting the documents that
23 purportedly support the claim of \$175,629.97. This sum will be escrowed until this court
24 determines the validity and extent of this claim.

25 2.3 **Contingent Claims.** Ramiro Martinez has a contingent claim. This claim
26 arises out of an uninsured Workman's Compensation case. The California Uninsured
27 Employers Benefit Office has filed a claim in this case for \$81,405.00 representing the
28 amount of an award by the Workman's Compensation Board of Appeal. This is a general

1 unsecured claim. Ramiro Martinez believes he is entitled to more than that awarded by the
2 Workman's Compensation Board of Appeal. He has sought and obtained relief from the
3 automatic stay to pursue an additional award from the Workman's Compensation Board of
4 Appeal. The total amount of Mr. Martinez's claim, \$81,405.00, will be escrowed until this
5 court determines the validity and extent of his claim.

6
7 3. **Executory Contracts and Unexpired Leases.** Twenty (20) days prior to
8 the confirmation hearing on the Plan, Debtor will file a schedule identifying executory
9 contracts and unexpired leases, including cure claims, setting forth which contracts and
10 leases will be assumed and which will be rejected. The assumption and rejection of
11 contracts and leases will largely be governed by the terms of the purchase agreement in
12 connection with the sale of the Property. A list of current leases and executory contracts is
13 attached hereto as Exhibit D.

14
15 **V.
DISCHARGE**

16 Upon substantial consummation of the Plan, the Debtor may receive a discharge of
17 pre-confirmation debts, except such discharge shall not discharge the Debtor of obligations
18 created under the Plan. Creditors may not sue to collect on such discharged pre-
19 confirmation debts so long as the Debtor is not in default under the Plan. If the Debtor
20 defaults under the Plan, then affected creditors may sue the Debtor to enforce the terms of
21 the Plan, move to dismiss this case or convert this case to one under chapter 7 of the
22 Bankruptcy Code and will have all other rights, remedies, powers and privileges available
23 to them under applicable law and equity.

24 **VI.
VOTING ON CONFIRMATION OF THE PLAN**

25 1. **Who May Vote.** Only impaired creditors are entitled to vote, (see § 1125 of
26 the Bankruptcy Code). A creditor is entitled to vote on confirmation of the Plan unless (i)
27 the creditors class is unimpaired (and therefore presumed to have accepted the Plan) or is
28 to receive no distribution (and therefore presumed to have rejected the Plan); (ii) an

1 objection has been filed to that creditor's claim; (iii) that creditor's claim is scheduled by
2 the Debtor as contingent, disputed, unliquidated or unknown and creditor has not filed a
3 proof of claim; or (iv) the claim is unclassified (and thus required by law to be paid in
4 full). A creditor whose claim has either been objected to or has been scheduled by Debtor
5 as contingent, disputed, unliquidated or unknown or who has not filed a proof of claim,
6 and who wishes to vote, must move to have its claim allowed for voting purposes by filing
7 a motion for such relief in time for the motion to be heard before the hearing on
8 confirmation of the Plan. A creditor whose claim has been allowed in part as a secured
9 claim and in part as an unsecured claim is entitled to accept or reject a Plan in each
10 capacity by delivering one ballot for the secured part of the claim and another ballot for the
11 unsecured portion of the claim.

12
13 **2. How to Vote.** A voting creditor must fill out and return the attached ballot
14 hereto as Exhibit E so that it is received by the Plan proponent no later than May 1, 2013
15 **at the following address:**

16 **Janet A. Lawson**
17 **3639 East Harbor Blvd. #109**
18 **Ventura CA 93001**

19 **3. Effect of Vote.** The Plan will be confirmed only if (i) it is accepted by each
20 impaired class, or (ii) it is accepted by at least one impaired class exclusive of insiders (as
21 defined by § 101(31) of the Bankruptcy Code) and the court determines that the Plan is
22 "fair and equitable" (as defined by § 1129(b) of the Bankruptcy Code) as to all rejecting
23 classes of creditors, and it meets all of the other criteria required for confirmation. A class
24 of creditors accepts the Plan if it is accepted by a majority in number and at least two-
25 thirds in dollar amount of the creditors in that class timely voting.

**VII.
SOURCES OF PAYMENTS UNDER TEE PLAN**

The Debtors intend to make the payments required under the Plan from the following sources:

1. Sale of the Property. The Plan will be funded through the sale of the Property, as set forth in the Bid Procedures, which are incorporated herein by reference. Following consummation of the sale of the Property pursuant to the Bid Procedures, there will be minimum net cash proceeds sufficient to satisfy all claims.

2. Other Sources of Income. None. Until the sale of the Property Debtor will continue to make adequate protection payments to the Lender and abide by the approved budget in the Order authorizing Debtor to use "cash collateral." The source of these funds is rents.

**VIII.
RISK FACTORS**

The proposed Plan has the following risks: A sale may not be consummated.

**IX.
LIQUIDATION ANALYSIS**

Debtor's Schedules A and B that may have been amended for the purposes of this Disclosure Statement, are attached hereto as Exhibit B. The Debtor has calculated the liquidation value of each non-exempt asset as shown below. The Debtor has arrived at the net liquidation values that are subject to liens by deducting from the value of the assets the amount of the secured liens and by any applicable sales costs, fees and taxes.

Estimated return to the unsecured creditors: 100%

X
FEASIBILITY


1. **Feasibility.** The Plan cannot be confirmed unless the court finds it is feasible. A Plan is feasible if confirmation of the Plan is not likely to be followed by liquidation, or the need for further financial reorganization, of the Debtor, unless such liquidation or reorganization is proposed in the Plan.

2. **Feasibility Over The Life of The Plan.** The Debtor has a buyer and is moving forward with a sale.

Dated: March 19, 2013

By: 
Arnold Klein, Managing Partner of Debtor

Dated: March 19, 2013

By: 
Janet A. Lawson, Attorney for Debtor

LIST OF EXHIBITS

- A. Bidding Procedures
- B. Schedules A and B
- C. General Unsecured Creditors Holding Undisputed and Liquidated Claims
- D. Current List of Executory Contracts
- E. Ballot

EXHIBIT A

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SMRJH:407210262.4

BIDDING PROCEDURES
for
CAMARILLO PLAZA, LLC

INTRODUCTION

Camarillo Plaza, LLC ("Debtor") is a debtor-in-possession in a chapter 11 case under Case No. 9:11-bk-15562-RR (the "Chapter 11 Case"), which is pending in the United States Bankruptcy Court for the Central District of California, Northern Division (the "Bankruptcy Court").

The United States Bankruptcy Court for the Central District of California has authorized Debtor to enter into an agreement with Cannon Commercial, Inc. ("Proposed Purchaser") for the sale (the "Proposed Sale") to Proposed Purchaser or its designee of Debtor's 74,072 square foot shopping center commonly known as Camarillo Plaza and the underlying real property, located at 1701-1877 East Daily Drive, Camarillo, California 93010 (the "Property") pursuant to Proposed Purchaser's bid (the "Stalking Horse Bid") and [Standard Offer, Agreement and Escrow Instructions for Purchase of Real Estate (Non-Residential)] (the "Purchase Agreement").¹ Under the Purchase Agreement, the Proposed Purchaser proposes to finance a portion of the purchase price by assuming the entire balance of the existing loan on the Property (the "Loan"), secured by a deed of trust (the "Deed of Trust"), in favor of WELLS FARGO BANK, N.A., as Trustee for the Registered Holders of Credit Suisse First Boston Mortgage Securities Corp., Commercial Pass-Through Certificates, Series 2006-C3 (the "Lender"). The Stalking Horse Bid and Purchase Agreement are subject to (i) Bankruptcy Court approval of the Sale, (ii) [confirmation of Debtor's plan of reorganization (the "Plan")], (iii) higher and better offers submitted in accordance with the process described in these Bidding Procedures (as defined below), (iv) the written consent of the Lender to the Proposed Purchaser (or if the Proposed Purchaser did not make the highest and best offer, the offeror that did make the highest and best offer) assuming the Loan in its entirety, which consent Lender shall be entitled to provide or not provide in Lender's sole and absolute discretion, and (v) the written consent of the Lender to the Purchase Agreement (or the purchase agreement of the Winning Bidder (as defined below) or Back-Up Bidder (as defined below) if someone other than the Proposed Purchaser) and the Sale Transaction (as defined below), which consent Lender shall be entitled to provide or not provide in Lender's sole and absolute discretion.

KEY DATES

The key dates for the sale process are as follows:

- _____, 2013 at _____:m. Pacific Time Bidding Procedures Hearing

¹ Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Purchase Agreement.

- | | |
|---|--|
| • Ten days prior to Auction | Due Date for Loan
Assumption Application and
Documents and Other
Qualifying Information |
| • Two business days prior to Auction, at
10:00 a.m. Pacific time | Due Date for Bids and
Deposits |
| • June 11, 2013 at 10:00 a.m. Pacific time | Auction, if any |
| • June 13, 2013 at 10:00 a.m. Pacific time | Sale Approval and Plan
Confirmation Hearing |

SALE PROCEDURES

Set forth below are the sale procedures (the "Bidding Procedures") to be employed with respect to the Proposed Sale of the Property. On _____, 2013, the Bankruptcy Court entered an Order (the "Bidding Procedures Order") authorizing and approving stalking horse bidder protections for the Proposed Purchaser with respect to the Proposed Sale to the Proposed Purchaser or to one or more other Qualified Bidders (defined below) that are determined to have made the highest or otherwise best offers for the Property (the "Sale Transaction").

PURCHASE AGREEMENT

On or about March 15, 2013, the Debtor entered into the Purchase Agreement with the Proposed Purchaser. The Purchase Agreement sets forth the Stalking Horse Bid. Pursuant to the Purchase Agreement, the Proposed Purchaser proposes to acquire the Property subject to the Loan and the Deed of Trust, pursuant to a plan of reorganization under chapter 11 of the United States Code (the "Bankruptcy Code") for the purchase price of \$18,150,000 (the "Purchase Price"). The Purchase Price is to be paid by (i) assumption of the Loan, and (ii) the balance in cash.

SALE OF PROPERTY SUBJECT TO ASSUMPTION OF LOAN AND CONSENT OF LENDER

The Debtor has acknowledged, agreed and stipulated that whoever acquires the Property shall be required to assume the Loan and acquire the Property subject to the Deed of Trust, provided, however, that such acquiror may make an all-cash bid for the Property, provided that any such bid is in an amount sufficient to pay Lender all amounts specified in, and payable to Lender, under the Deed of Trust, the promissory note secured thereby and the other loan documents and such bid must otherwise constitute a Qualified Bid (as defined below). Moreover, transfer of the Property shall be subject (in addition to Bankruptcy Court approval and plan confirmation) to Lender's prior written consent and approval of the purchaser, the Purchase Agreement (or the purchase agreement of the Winning Bidder (as defined below) or Back-Up Bidder (as defined below) if someone other than the Proposed Purchaser), and the Sale Transaction. Lender shall have the sole, absolute, and unconditional discretion to determine whether to consent to a proposed purchaser, the Purchase Agreement (or the purchase agreement

of the Winning Bidder (as defined below) or Back-Up Bidder (as defined below) if someone other than the Proposed Purchaser), and the Sale Transaction. The provisions of this paragraph shall be referred to as "Lender Approval".

THE BIDDING PROCESS

Qualified Bidders (as defined below) may submit a bid for the Property. The Debtor reserves the right to sell the Property, subject to Lender Approval, to a Qualified Bidder who submits a higher or otherwise better bid at an auction for the Property (the "Auction"), provided that Proposed Purchaser shall be entitled to the Break-Up Fee (defined below). The Break-Up Fee is \$50,000, including Proposed Purchaser's out-of-pocket expenses (including attorneys' fees).

The Debtor and its advisors shall (i) determine in their sole discretion (subject to Lender Approval) whether any bid for the Property is a Qualified Bid, (ii) coordinate the efforts of Potential Bidders (defined below) in conducting their due diligence investigations, (iii) receive and evaluate offers from Potential Bidders, and (iv) negotiate in good faith any offers made to purchase the Property. Any person that wishes to participate in such bidding process must be a Potential Bidder. Neither the Debtor nor its representatives shall be obligated to furnish information of any kind whatsoever to any person that is not a Potential Bidder. The Debtor shall use good faith efforts to provide all Potential Bidders with substantially similar access and information subject to the execution of a Confidentiality Agreement in the form attached hereto.

PARTICIPATION REQUIREMENTS

Any person that wishes to conduct due diligence and participate in the sale process must first deliver to the Debtor:

- (i) An executed confidentiality agreement in the form attached hereto; and
- (ii) sufficient documents and information as may be requested by the Debtor to allow the Debtor to determine that the bidder has or will have the financial wherewithal to close on the sale of the Property.

A "Potential Bidder" is a person that delivers the documents described in subparagraphs (i) and (ii) above and the items specified below in "BID REQUIREMENTS", and that the Debtor determines is able (based on the documents and information provided), to submit a *bona fide* offer and to be able to consummate a Sale Transaction if selected as a Winning Bidder or Back-Up Bidder (as such terms are defined below).

DUE DILIGENCE

The Debtor may afford each Potential Bidder the time and opportunity to conduct reasonable due diligence; provided, however, that neither the Debtor nor any of its representatives shall be obligated to furnish any due diligence information: (i) at any time to any person other than a Potential Bidder; or (ii) after the Bid Deadline (as hereinafter defined) to any Potential Bidder.

BID DEADLINE

The deadline for a Potential Bidder to submit bids shall be two (2) business days prior to the Auction at 10:00 a.m. (Pacific Time) (the "Bid Deadline"). Any Potential Bidder who fails to submit a bid so as to be received by the parties listed below in advance of the Bid Deadline shall not be deemed a Qualified Bidder.

A Potential Bidder that desires to make a bid shall deliver (so as to be received at or prior to the Bid Deadline) written copies of its bid in writing and executed by an individual authorized to bind the Potential Bidder. Each bid shall be served by overnight mail and e-mail on: (i) Janet A. Lawson, Esq., 3639 East Harbor Blvd. #109, Ventura, California 93001, jlawsonlawyer@gmail.com; and (ii) Sheppard Mullin Richter & Hampton LLP, 333 South Hope Street, Forty-Third Floor, Los Angeles, CA 90071 (Attn: Alan Feld, Esq., afeld@sheppardmullin.com), counsel to the Lender.

BID REQUIREMENTS

All bids must include two copies of the following items (the "Required Bid Materials"):

- Evidence providing sufficient indicia that such Potential Bidder or representative is legally empowered, by power of attorney or otherwise, and financially capable to (i) bid on behalf of the Potential Bidder, and (ii) complete and sign, on behalf of such Potential Bidder, a binding and enforceable purchase agreement.
- A purchase agreement in substantially the same form as the Purchase Agreement, marked to show changes to the Purchase Agreement (the "Redline").
- A clean version of the Redline executed by the Potential Bidder (the "Potential Bidder Purchase Agreement").
 - The Potential Bidder Purchase Agreement shall be on terms and conditions no less favorable to the Debtor than the terms and conditions contained in the Purchase Agreement, including price and time of Closing, and not subject to termination by the Potential Bidder except on the same terms as under the Purchase Agreement.
 - The Potential Bidder Purchaser Agreement shall provide for a transaction for assumption of the Loan, that is subject to the Deed of Trust and Lender Approval, that Debtor determines, in good faith, is not materially more burdensome or conditional than the terms of the Purchase Agreement and has a value greater than or equal to the sum of (i) the Purchase Price plus (ii) the

Break-Up Fee plus (iii) \$100,000 (the sum of (i) through (iii), the "Initial Incremental Bid Amount").

- Closing a sale under the Potential Bidder Purchase Agreement shall not be conditional on the outcome of any unperformed due diligence by the Potential Bidder, the receipt of equity or debt financing (other than assumption of the Loan, subject to the Deed of Trust, which shall be required), or the approval of any Board of Directors, shareholder, or other corporate approval.
- The Potential Bidder Purchase Agreement shall not request or entitle the Potential Bidder to any break-up fee, expense reimbursement or similar type of payment.
- A full set of all documents required by Lender for assumption of the Loan, in form and content acceptable to Lender in Lender's sole and absolute discretion, or, in the event of an all-cash bid, evidence, acceptable to Debtor and Lender in their sole discretion, that such Potential Bidder has immediately available funds, sufficient to pay Lender all amounts specified in, and payable to Lender, under the Deed of Trust, the promissory note secured thereby and the other loan documents, plus the Break-Up Fee, plus the Initial Incremental Bid Amount.
- A written acknowledgement by the Potential Bidder that it agrees to all of the terms for sale set forth in these Bidding Procedures.
- A good faith deposit equal to \$250,000 payable by certified or wired funds to Debtor's counsel Janet A. Lawson (the "Deposit"). The Deposit shall be held in escrow by Debtor's counsel and will be refunded on the terms set forth below.
- Evidence or a statement indicating that the Potential Bidder has obtained authorization and approval from its board of directors (or comparable governing body) with respect to the submission and consummation of its bid and acceptance of the terms of sale in these Bidding Procedures, or a representation that no such authorization or approval is required and that any and all consents required in connection with the submission and consummation of the bid have been obtained and that no other consents are required.
- Evidence of relevant financial information for the Potential Bidder to enable the Debtor, Lender, or any other party in interest to determine such Potential Bidder's creditworthiness and ability to close a sale of the Property.
- A written disclosure of the identity of each entity that will be bidding for the Property or otherwise participating in connection with such bid, and the complete terms of any such participation (including copies of any co-investor agreements, side letters and other similar documents). Further, each bid must provide sufficient information regarding both the Potential Bidder and partner(s), if any, to satisfy the Debtor with respect to the provisions enumerated in section 363(n) of the Bankruptcy Code.

- Such other information as may be reasonably requested by the Debtor or the Lender, including any information that would allow the Debtor and the Lender to ascertain the creditworthiness of the Potential Bidder.

A bid received from a Potential Bidder that includes all of the Required Bid Materials and meets all of the above requirements is a "Qualified Bid." A Potential Bidder that submits a Qualified Bid (a "Qualified Bidder") shall be entitled to participate in the Auction.

The Debtor reserves the right to determine the value of any Qualified Bid, and which Qualified Bid or Qualified Bids constitutes the highest or otherwise best offer; provided that Lender Approval shall be required. The Debtor further reserves the right to contact any Potential Bidder to discuss or clarify the terms of such Potential Bidder's bid and to indicate any terms which may need to be modified in order to conform the bid to a Qualified Bid or otherwise evaluate the bid. Lender shall have the right to communicate with any Potential Bidder, including Proposed Purchaser, in connection with Lender's underwriting and determination of whether to provide Lender Approval. The Debtor also reserves the right to reject, at any time before entry of an order of the Bankruptcy Court approving a Qualified Bid, any bid that is (i) inadequate or insufficient, (ii) not in conformity with the requirements of the Bankruptcy Code, the Bidding Procedures or the terms and conditions of sale, or (iii) contrary to the best interests of the Debtor or its estate.

PROPOSED PURCHASER IS A QUALIFIED BIDDER

The Proposed Purchaser is a Qualified Bidder, and the Purchase Agreement is a Qualified Bid. The Proposed Purchaser shall not be required to take any further action in order to participate in the Auction, or to be named as the Winning Bidder (as defined below) or the Back-Up Bidder (as defined below) at the Sale Approval Hearing if the Proposed Purchaser's bid is the Winning Bid (as defined below) or the Back-Up Bid (as defined below); provided that the Proposed Purchaser, the Purchase Agreement, and the Sale Transaction are subject to Lender Approval.

AUCTION

If a Qualified Bid other than that submitted by the Proposed Purchaser has been timely received by the Debtor, an auction (the "Auction") shall take place with respect to the Property on June 11, 2013, at 10:00 a.m., at the offices of Sheppard Mullin Richter & Hampton LLP located at 333 South Hope Street, Forty-Third Floor, Los Angeles, CA 90071. If no Qualified Bids are timely received other than the Stalking Horse Bid or if the Qualified Bids submitted are rejected, no Auction will take place.

Upon receipt of any bid, Debtor shall provide a copy to Lender. At least one Business Day prior to the Auction, Debtor will give Lender, Proposed Purchaser and all other Qualified Bidders a copy of the highest and best Qualified Bid received and copies of all other Qualified Bids. In addition, Debtor will inform Proposed Purchaser and each Qualified Bidder who has expressed its intent to participate in the Auction of the identity of all Qualified Bidders that may participate in the Auction. Notwithstanding anything to the contrary herein, no Potential Bidder

shall be deemed a Qualified Bidder and allowed to participate in the Auction unless and until Lender has provided Lender Approval. Any Potential Bidder that wants to become a Qualified Bidder and participate in the Auction shall provide to Lender and Debtor at least 10 days prior to the Bid Deadline, sufficient information to allow Lender to evaluate such Potential Bidder's creditworthiness (e.g., loan assumption application and supporting documents and/or evidence of sufficient immediately available funds).

Only Proposed Purchaser and any Qualified Bidders who have timely submitted Qualified Bids shall be entitled to make any additional bids ("Subsequent Bids") at the Auction. All bidders shall be entitled to be present for all bidding with the understanding that the true identity of each bidder shall be fully disclosed to all other bidders and that all material terms of each bid will be fully disclosed to all other bidders throughout the entire Auction.

At the Auction, bidding shall begin with the highest Qualified Bid which must be at least \$100,000 greater than the Proposed Purchaser's opening bid of \$18,150,000 plus the Break-Up Fee, and continue in minimum increments of at least \$100,000 higher than the previous bid. The Auction shall continue in one or more rounds of bidding and shall conclude after each participating bidder has had the opportunity to submit an additional Subsequent Bid with full knowledge of the then existing highest bid and the identity of the party making the then highest bid. For the purpose of evaluating the value of the consideration provided by each Subsequent Bid (including any Subsequent Bid by Proposed Purchaser) and which bid is the successful bid, the value shall be the net consideration payable to the Debtor after giving effect to the Break-Up Fee. At the conclusion of the bidding, which bidding shall be held at the commencement of the Auction, the Debtor shall announce its determination as to the bidder submitting the successful bid, which shall be submitted to the Bankruptcy Court for approval.

Upon conclusion of the bidding, the Auction shall be closed, and the Debtor in the exercise of reasonable business judgment, shall (i) immediately review each Qualified Bid as to which Lender Approval has been provided on the basis of financial and contractual terms and the factors relevant to the sale process, including those factors affecting the speed and certainty of consummating the Proposed Sale, and confirmation that Lender Approval has been provided, and (ii) at the Auction and Sale Hearing (defined below) identify which offer for the Property for which Lender Approval has been provided is highest and best and will therefore provide the greatest amount of net value to the Debtor and its estate, taking into account the Break-Up Fee, and advise the Qualified Bidders and the Court of such determination. The Qualified Bidder whose final bid is deemed by the Court to be highest or best following the conclusion of the Auction, will be the "Winning Bidder," and such bid, the "Winning Bid." The next highest and best bid as set forth in such party's agreement will be the "Back-Up Bid" and the maker of the bid will be the "Back-Up Bidder." Final Documents between the Debtor and both the Winning Bidder and the Back-Up Bidder will be executed on the same day of the Auction.

If the Proposed Purchaser is not the Winning Bidder or the Back-Up Bidder, then upon the close of the sale to the Winning Bidder or the Back-Up Bidder, Proposed Purchaser shall be paid the Break-Up Fee unless the Proposed Purchaser has already been paid the Break-Up Fee by the time the sale closes. If the Proposed Purchaser is the Back-Up Bidder, (i) if the sale closes to the Winning Bidder and Proposed Purchaser has not already been paid the Break-Up Fee, Proposed Purchaser shall be paid the Break-Up Fee upon the closing of the sale to the Winning

Bidder, and (ii) if the sale does not close to the Winning Bidder within fourteen (14) days after the entry of an order by the Bankruptcy Court approving the sale to the Winning Bidder, Proposed Purchaser and Debtor agree to proceed with the Sale Transaction on the terms set forth in the Purchase Agreement; provided that the purchase price shall be the last bid that Proposed Purchaser made at the auction.

If any Winning Bidder other than Proposed Purchaser fails to close the sale within fourteen (14) days after the entry of an order by the Bankruptcy Court approving the sale to the Winning Bidder, any Back-Up Bidder other than the Proposed Purchaser (the Proposed Purchaser as Back-Up Bidder is addressed in the preceding paragraph) shall close the sale on the fifteenth (15th) day after entry of an order by the Bankruptcy Court approving the sale to the Winning Bidder.

EACH BID SUBMITTED SHALL CONSTITUTE AN IRREVOCABLE OFFER AND BE BINDING ON THE WINNING BIDDER.

SALE APPROVAL AND PLAN CONFIRMATION HEARING DATE

The Debtor intends to sell the Property to the Winning Bidder(s) upon approval of the Bankruptcy Court after a hearing (the "Sale Approval Hearing") and upon confirmation of Debtor's plan of reorganization. The Sale Approval Hearing and the confirmation hearing shall be conducted by the Bankruptcy Court on **June 13, 2012**, at 10:00 a.m. (Pacific Time) at which the Debtor will seek Bankruptcy Court approval of the bid submitted by the Winning Bidder and confirmation of Debtor's plan of reorganization. In the event that the Winning Bidder(s) is someone other than Proposed Purchaser and cannot or refuses to consummate the sale because of the breach or failure on the part of such Winning Bidder, the Debtor shall be permitted to close with the Proposed Purchaser on the terms set forth above without further order of the Court.

RETURN OF DEPOSITS

If the Winning Bidder fails to consummate an approved sale because of a breach or failure to perform on the part of such Winning Bidder, the Debtor shall be entitled to retain the Deposit as its damages resulting from the breach or failure to perform by the Winning Bidder. All Deposits shall be subject to the Deed of Trust, and therefore constitute Lender's cash collateral. The Deposits of the Qualified Bidders other than the Winning Bidder and the Back-Up Bidder shall be returned to such Qualified Bidders within two (2) days after the Sale Approval Hearing and confirmation hearing. The Deposit of the Back-Up Bidder shall be returned to the Back-Up Bidder within two (2) days after the sale to the Winning Bidder closes. If the sale to the Winning Bidder does not close, and thereby the Back-Up Bidder becomes obligated to close, if the Back-Up Bidder fails to consummate an approved sale because of a breach or failure to perform on the part of such Back-Up Bidder, the Debtor shall be entitled to retain the Deposit as its damages resulting from the breach or failure to perform by the Back-Up Bidder.

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EXHIBIT B

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Debtor(s)

(If known)

SCHEDULE A - REAL PROPERTY

Except as directed below, list all real property in which the debtor has any legal, equitable, or future interest, including all property owned as a co-tenant, community property, or in which the debtor has a life estate. Include any property in which the debtor holds rights and powers exercisable for the debtor's own benefit. If the debtor is married, state whether the husband, wife, both, or the marital community own the property by placing an "H," "W," "J," or "C" in the column labeled "Husband, Wife, Joint, or Community." If the debtor holds no interest in real property, write "None" under "Description and Location of Property."

Do not include interests in executory contracts and unexpired leases on this schedule. List them in Schedule G - Executory Contracts and Unexpired Leases.

If an entity claims to have a lien or hold a secured interest in any property, state the amount of the secured claim. See Schedule D. If no entity claims to hold a secured interest in the property, write "None" in the column labeled "Amount of Secured Claim."

If the debtor is an individual or if a joint petition is filed, state the amount of any exemption claimed in the property only in Schedule C - Property Claimed as Exempt.

DESCRIPTION AND LOCATION OF PROPERTY	NATURE OF DEBTOR'S INTEREST IN PROPERTY	HUSBAND, WIFE, JOINT, OR COMMUNITY	CURRENT VALUE OF DEBTOR'S INTEREST IN PROPERTY WITHOUT DEDUCTING ANY SECURED CLAIM OR EXEMPTION	AMOUNT OF SECURED CLAIM
1700-1877 E. Daily Drive, Camarillo CA 93010 - shopping center			21,000,000.00	12,119,351.68

TOTAL 21,000,000.00

(Report also on Summary of Schedules)

Debtor(s)

(If known)

SCHEDULE B - PERSONAL PROPERTY

Except as directed below, list all personal property of the debtor of whatever kind. If the debtor has no property in one or more of the categories, place an "X" in the appropriate position in the column labeled "None." If additional space is needed in any category, attach a separate sheet properly identified with the case name, case number, and the number of the category. If the debtor is married, state whether the husband, wife, both, or the marital community own the property by placing an "H," "W," "J," or "C" in the column labeled "Husband, Wife, Joint, or Community." If the debtor is an individual or a joint petition is filed, state the amount of any exemptions claimed only in Schedule C - Property Claimed as Exempt.

Do not list interests in executory contracts and unexpired leases on this schedule. List them in Schedule G - Executory Contracts and Unexpired Leases.

If the property is being held for the debtor by someone else, state that person's name and address under "Description and Location of Property." If the property is being held for a minor child, simply state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. § 112 and Fed. R. Bankr. P. 1007(m).

TYPE OF PROPERTY	NONE	DESCRIPTION AND LOCATION OF PROPERTY	HUSBAND, WIFE, JOINT, OR COMMUNITY	CURRENT VALUE OF DEBTOR'S INTEREST IN PROPERTY WITHOUT DEDUCTING ANY SECURED CLAIM OR EXEMPTION
1. Cash on hand.	X	US Bank 153469072018		20,853.27
2. Checking, savings or other financial accounts, certificates of deposit or shares in banks, savings and loan, thrift, building and loan, and homestead associations, or credit unions, brokerage houses, or cooperatives.				
3. Security deposits with public utilities, telephone companies, landlords, and others.	X			
4. Household goods and furnishings, include audio, video, and computer equipment.	X			
5. Books, pictures and other art objects, antiques, stamp, coin, record, tape, compact disc, and other collections or collectibles.	X			
6. Wearing apparel.	X			
7. Furs and jewelry.	X			
8. Firearms and sports, photographic, and other hobby equipment.	X			
9. Interest in insurance policies. Name insurance company of each policy and itemize surrender or refund value of each.	X			
10. Annuities. Itemize and name each issue.	X			
11. Interests in an education IRA as defined in 26 U.S.C. § 530(b)(1) or under a qualified State tuition plan as defined in 26 U.S.C. § 529(b)(1). Give particulars. (File separately the record(s) of any such interest(s). 11 U.S.C. § 521(c).)	X			
12. Interests in IRA, ERISA, Keogh, or other pension or profit sharing plans. Give particulars.	X			
13. Stock and interests in incorporated and unincorporated businesses. Itemize.	X			
14. Interests in partnerships or joint ventures. Itemize.	X			

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TYPE OF PROPERTY	NONE	DESCRIPTION AND LOCATION OF PROPERTY	HUSBAND, WIFE, JOINT, OR COMMUNITY	CURRENT VALUE OF DEBTOR'S INTEREST IN PROPERTY WITHOUT DEDUCTING ANY SECURED CLAIM OR EXEMPTION
15. Government and corporate bonds and other negotiable and non-negotiable instruments.	X			
16. Accounts receivable.		see attachment		593,196.29
17. Alimony, maintenance, support, and property settlements in which the debtor is or may be entitled. Give particulars.	X			
18. Other liquidated debts owed to debtor including tax refunds. Give particulars.		Claim filed in bankruptcy case No. 9:11-bk-15151-RR, (ch13 case). Per the plan on file it should pay unsecureds 38%, but the current payment proposes to pay "zero" to the unsecured creditors.		32,665.02
19. Equitable or future interest, life estates, and rights or powers exercisable for the benefit of the debtor other than those listed in Schedule A - Real Property.	X			
20. Contingent and noncontingent interests in estate of a decedent, death benefit plan, life insurance policy, or trust.	X			
21. Other contingent and unliquidated claims of every nature, including tax refunds, counterclaims of the debtor, and rights to setoff claims. Give estimated value of each.	X			
22. Patents, copyrights, and other intellectual property. Give particulars.	X			
23. Licenses, franchises, and other general intangibles. Give particulars.	X			
24. Customer lists or other compilations containing personally identifiable information (as defined in 11 U.S.C. § 101(4)(A)) provided to the debtor by individuals in connection with obtaining a product or service from the debtor primarily for personal, family, or household purposes.	X			
25. Automobiles, trucks, trailers, and other vehicles and accessories.	X			
26. Boats, motors, and accessories.	X			
27. Aircraft and accessories.	X			
28. Office equipment, furnishings, and supplies.	X			
29. Machinery, fixtures, equipment, and supplies used in business.	X			
30. Inventory.	X			
31. Animals.	X			
32. Crops - growing or harvested. Give particulars.	X			
33. Farming equipment and implements.	X			

Debtor(s)

(If known)

SCHEDULE B - PERSONAL PROPERTY
(Continuation Sheet)

TYPE OF PROPERTY	NONE	DESCRIPTION AND LOCATION OF PROPERTY	HUSBAND, WIFE, JOINT, OR COMMUNITY	CURRENT VALUE OF DEBTOR'S INTEREST IN PROPERTY WITHOUT DEDUCTING ANY SECURED CLAIM OR EXEMPTION
34. Farm supplies, chemicals, and feed.	X			
35. Other personal property of any kind not already listed. Itemize.	X			
TOTAL				646,714.58

EXHIBIT C

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TREATMENT OF UNSECURED CLAIMS

Unsecured Claims Paid Upon Sale

Cheek Enterprises, Inc	Property Maintenance fees	\$3,500.00
Cifuentes Landscaping	Landscaping	\$2,400.00
City of Camarillo		\$2,700.00
EJ Harris & Sons	Trash	\$2,500.00
Gordon Strange	Collection Attorney	\$4,000.00
Hometel Furnishings		\$575.00
Med-legal	WCAB services	\$1,690.66
Santa Lopez	WCAB services	\$891.00
Sergio Salinas	Bookkeeper	\$2,000.00
Shindler & Lynn, CPA	CPA	\$6,000.00
Southern CA. Edison	Utilities	\$8,186.21
Tobin Lucks, LLP	WCAB attorneys	\$6,868.46
		<hr/>
		\$41,293.33

Insider Claims Paid Upon Sale

A Klein Co. Inc.	Insider	Prepetition management services	\$3,300.00
BubleSeekers	Insider	Materials for Tenant Improvements	\$10,000.00
Structure Law			
Group	Insider	Corporate Attorney	\$8,000.00
			<hr/>
			\$21,300.00

Disputed Claims Not Paid Upon Sale

Brendan's Irish	Disputed	Tenant Improvements	\$175,629.97
Pub & Restaurant	Contingent		
	Unliquidated		
Ramiro Martinez	Disputed	WCAB claim	\$190,456.66
	Contingent		
	Unliquidated		
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			\$366,086.63

EXHIBIT D

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Camarillo Plaza Rent Roll
2/1/2013

Address	Suite	Tenant	Start Date	Expires	Sq Ft	Rent	Deferred rent	PSF	CAM	PSF	WATER	TOTAL AMT	Sec. Dep	Increases	Options	Option Rent	Comments
1701		Presto Pasta	1/1/00	12/31/14	2739	6,232.63		\$2.28	\$1,205.16	\$ 0.44	\$ -	\$ 7,437.69	\$ 4,382.40	CPI Yearly	5-5 Yrs	CPI	No caps on yearly increases
1727	A	Estelica Cuts	1/1/08	12/31/13	1165	3,894.16		\$3.34	\$559.20	\$ 0.48	\$ 40.00	\$ 4,493.38	\$ 3,203.75	5% fixed	1-5 yr.	FMV	Rent same for 2013/6-1-13 exercise option
1727	B	The Showcase	9/15/11	9/14/14	1110	1,680.64		\$1.51	\$532.80	\$ 0.48	\$ 30.00	\$ 2,243.44	\$ 2,090.00	4% fixed	1-2 yr.	4%/yr.	
1727	C & D	Frank Herrera	11/15/12	10/31/14	3000	1,500.00		\$0.50			\$ 30.00	\$ 1,530.00	\$ 2,200.00	see comment	2-2 yr.	4%/yr.	May 2013 to October 2013 \$1800 November 2013 to October 31, 2014 \$2700
1727	E	Avis Rent-A-Car	1/20/99	7/31/14	1028	1,513.64		\$1.47	\$493.44	\$ 0.48	\$ 60.00	\$ 2,087.08	\$ 1,028.00	CPI 2.5%/5%	1-5 Yrs	CPI 2.5%/5%	Jan 2014 exer new 5 yr. option-
1727	F	Mary's Pet Salon	7/1/06	6/30/14	930	1,138.85		\$1.55	\$446.40	\$ 0.48	\$ 60.00	\$ 1,933.25	\$ 1,162.50	see lease	1-5yr.	FMV then 3%	
1727	G	Snow Cleaners	2/1/04	1/31/14	1687	2,512.07		\$1.49	\$809.76	\$ 0.48	\$ 115.00	\$ 3,436.83	\$ -	CPI 3%	None	No	
1727	H	Stars Dental Group	4/1/06	12/31/16	2457	5,850.55	(171.28)	\$2.39	\$1,179.36	\$ 0.48	\$ 88.00	\$ 6,976.63	\$ 5,036.85	CPI 3%/5%	3-5yr	FMV	Increase deferred
1755		Brendan's Irish Pub	1/15/11	11/15/15	6518	20,000.00		\$3.07	\$3,128.64	\$ 0.48	\$ -	\$ 23,128.64	\$ 10,000.00	CPI 3-5%	3-5yr%	3, 5 yr.	Rent \$10,000 fixed plus 6% over 157K/monthly sales
1775	A	India Café	10/1/04	5/31/14	2903	4,775.07		\$1.64	\$1,393.44	\$ 0.48	\$ 360.00	\$ 6,468.51	\$ 3,048.15	Fixed	2-5 yr	CPI 2-5%	Exerc. 2nd option 12-1-13
1775	B-C	Revolution Surf Co.	7/22/02	7/31/12	4786	6,434.86	(3,642.31)	\$1.34	\$2,297.28	\$ 0.48	\$ 28.00	\$ 5,112.83	\$ -	CPI 4% MIN	1-5yr	CPI 4% MIN	
1775	E	Bark-em-pet Supplies	3/20/10	3/18/13	1700	3,400.00		\$2.00			\$ -	\$ 3,400.00	\$ 3,247.00	4% increase	2-Jan	FMV	Not renewing lease
1775	F	Bark Em 2	8/1/11	2/28/13	1750	2,450.00		\$1.40			\$ 100.00	\$ 2,550.00	\$ 2,100.00	4% increases	1-3yr.		Not renewing lease
1775	G	Vacant			1757			\$0.00		\$ 0.48		\$ -					
1775	H	Hobby People	1/1/00	12/31/14	5700	5,757.00	(1,000.00)	\$1.01	\$2,736.00	\$ 0.48	\$ 32.00	\$ 7,525.00	\$ 4,275.00	None	1-5yr	90% of FMR	\$1000 abatement suspended for Nov., Dec., Jan.
1701	H-2	Verizon Wireless	8/9/11	8/8/16	200	2,200.00		\$11.00			\$ -	\$ 2,200.00	\$ -	None			
		within Hobby People and on roof of 1775															
1775	I, J	Camarillo International Market	4/1/12	3/31/17	13732	15,105.20		\$1.10	\$6,591.36	\$ 0.48	\$ -	\$ 21,698.56	\$ 15,105.20	3% Fixed	3-5 yr	FMV	
1821		Doughtery Laser Vision	5/1/00	5/30/13	3600	8,460.00		\$2.35	\$1,728.00	\$ 0.48	\$ -	\$ 10,188.00	\$ 5,040.00	CPI 4% MIN	No	CPI 4%MIN	Possible moving to 1877 D1 5/1/13
1855	A	Hamburger Habit	11/15/97	11/30/17	1160	2,810.20		\$2.25	\$556.80	\$ 0.48	\$ 165.00	\$ 3,322.00	\$ 1,785.00	CPI 5% MAX	1-5 yr	CPI	
1855	B	Sushi Hamayu	2/1/00	1/31/15	996	2,215.45		\$2.25	\$473.28	\$ 0.48	\$ 88.00	\$ 2,776.73	\$ 1,972.00	CPI	1-10 yr	CPI	
1855	C	Urban Café			1506	4,000.00		\$2.68	\$975.00	\$ 0.44		\$ 4,875.00	\$ 4,875.00		2-5yr		First month Option One \$4,600.00 First moth Option Two \$5,2
1855	D	Boja Fresh Mexican	3/1/98	2/28/15	1485	7,192.90		\$4.84	\$712.80	\$ 0.48	\$ 151.00	\$ 8,056.70	\$ 3,861.00	CPI 3-5%	2-5yr	FMV then 3-5%	Increases every March
1877	A	Tan LA	6/15/09	6/14/13	2600	5,018.01	(1,849.80)	\$1.93	\$1,248.00	\$ 0.48	\$ 55.00	\$ 4,371.21	\$ 3,656.00	See Exhibit F	2-5 yr	FMV then 4% inc.	
1877	C-1	Camarillo Day Spa/ Ming Li	4/1/09	3/30/14	1387	1,575.00		\$1.14			\$ 80.00	\$ 1,655.00	\$ 1,500.00	5% fixed	1-5 yr	FMV	Rent commencement 6/1/09
1887	C-2	US NAIL SPA	1/1/13	12/31/14	1270	1,900.00		\$1.50	\$609.60	\$ 0.48	\$ 60.00	\$ 2,569.80	\$ 2,500.00	CPI 4-8%	2-1yr	FMV	
1877	D-1	Queen Beads	4/1/11	3/31/13	1172	1,450.00	(1,000.00)	\$1.24	\$562.56	\$ 0.48	\$ 30.00	\$ 1,042.56	\$ 1,020.00	see Exh. F	1-2yr.	FMV	Mos. 13-24 at \$1460. base rent
1877	D-2	Young at Art	3/1/11	2/28/14	985	1,317.68		\$1.37	\$453.20	\$ 0.48	\$ 30.00	\$ 1,810.68	\$ 1,674.00	see exhib. F	1-2yr.	FMV	Mos. 13-24 at \$1317.68 base rent, 25-36 \$1370.39 base rent
1877	E	Vacant			1524			\$0.00				\$ -					
1877	F	Salon Murazo	12/1/03	no-mo	2076	3,862.09	(2,314.93)	\$1.86	\$996.48	\$ 0.48	\$ 162.00	\$ 2,645.73	\$ 1,875.00	CPI 4-8%	2- 1 yr.	CPI	
1877	G	Papa John's Pizza	1/1/99	11/1/14	1165	2,073.77		\$1.69	\$559.20	\$ 0.48	\$ 70.00	\$ 2,702.97	\$ -	CPI	None	n/a	option for new Lease 7/1/13-

EXHIBIT E

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BALLOT FOR ACCEPTING OR REJECTION PLAN

Camarillo Plaza, LLC, debtor and debtor in possession ("Debtor") filed a Plan of Reorganization on November 2, 2012. By this ballot you will decide whether to accept or reject this plan.

The Plan referred to in this ballot can be confirmed by the Court and thereby bind you if it is accepted by the the holders of two-thirds an amount and more than one-half in number of claims on each class and the holders of two-thirds an amount of equity security interests in each class voting on the Plan.

If 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 11 U.S.C.A. ---- 1129(b).

Check the appropriate line below, which describes your interest:

_____ The undersigned, a creditor with an allowed claim in the amount of \$ _____:

_____ The Undersigned, a holder of a bond in the amount of & _____, with a maturity date of _____ registered in the name of _____, and bearing serial number(s) _____:

_____ The undersigned, a holder of _____ shares of _____ (explain type of stock) stock, with a certificate(s) No. _____.

Accepts the Plan _____

Rejects the Plan _____

Print or type name: _____

State which class you are member of: _____

Singed:

If appropriate, by: _____ as _____

address:

**Return this ballot on or before May 1, 2013 to Janet A. Lawson, 3639 E. Harbor Blvd #109
Ventura, CA 93001**

PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is:

A true and correct copy of the foregoing document entitled (*specify*): AMENDED DISCLOSURE STATEMENT
will be served or was served (**a**) on the judge in chambers in the form and manner required by LBR 5005-2(d); and (**b**) in
the manner stated below:

1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF): Pursuant to controlling General
Orders and LBR, the foregoing document will be served by the court via NEF and hyperlink to the document. On (*date*)
3/19/2013, I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and
determined that the following persons are on the Electronic Mail Notice List to receive NEF transmission at the email
addresses stated below:

Brian Fittipaldi brian.fittipaldi@usdoj.gov
Rick Chaidez rc4law@aol.com
Russel Clementson Russell.clementson@usdoj.gov
Amir Gamliel agamliel@perkinscoie.com
Payam Khodadadi pkhodadai@mcguirewoods.com
William Kiekhofer, III wkiekhofer@mcguirewoods.com
Lewis Landau LLandau@Dykema.com
Janet Lawson jlawsonlawyer@gmail.com
Alan Smith adsmith@perkinscoie.com
Peter Susi Cheryl@susigura.com
Hatty Yip hatty.yip@usdoj.

United States Trustee ust[region16.wh.ecf@usdoj.gov

☐ Service information continued on attached page

2. SERVED BY UNITED STATES MAIL:

On (*date*) 3/19/2013, I served the following persons and/or entities at the last known addresses in this
bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United
States mail, first class, postage prepaid, and addressed as follows. Listing the judge here constitutes a declaration that
mailing to the judge will be completed no later than 24 hours after the document is filed.

☒ Service information continued on attached page

3. SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR EMAIL (*state method*
for each person or entity served): Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on (*date*) _____, I served
the following persons and/or entities by personal delivery, overnight mail service, or (for those who consented in writing to
such service method), by facsimile transmission and/or email as follows. Listing the judge here constitutes a declaration
that personal delivery on, or overnight mail to, the judge will be completed no later than 24 hours after the document is
filed.

☐ Service information continued on attached page

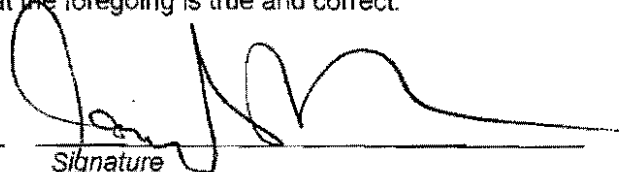
I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

3/19/2013

Date

Gary Rivera

Printed Name


Signature

A Klein Co, Inc 11676 Terryhill Place Los Angeles, CA 90049	(30867697) (cr)
Brendan's Irish Pub & Restaurant 1755 E Daily Dr Camarillo, CA 93010	(30867698) (cr)
BubbleSeekers 3101 Agoura Court #150 Agoura Hills, CA 91301	(30867699) (cr)
CA UNINSURED EMPLOYERS BENEFIT OFFICE OF DIRECTOR LEGAL UNIT ATTN: BANKRUPTCY UNIT 320 W 4TH ST STE 600 LOS ANGELES CA 90013-2344	(31150562) (cr)
Cheek Enterprises, Inc 1934 Rory Lane #4 Simi Valley, CA 93063	(30867700) (cr)
Cifuentes Landscaping 8219 White Oak Drive Reseda, CA 91335	(30867701) (cr)
City Of Camarillo P.O. Box 37 Camarillo, CA 93010	(30867702) (cr)
E.J. Harrison & Sons, Inc P.O. Box 4009 Ventura, CA 93007	(30867703) (cr)
FRANCHISE TAX BOARD BANKRUPTCY SECTION MS A340 PO BOX 2952 SACRAMENTO CA 95812-2952	(31423434) (cr)
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