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IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE NORTHERN DISTRICT OF CALIFORNIA  
SANTA ROSA DIVISION

In re:  
CLEMENT C. and ANN MARIE CARINALLI,  
  
Debtors  
  
S.S.N.s: XXXX-XX-8623 and  
XXXX-XX-5690  
  
Debtors.

Case No.: 09-12986  
Chapter 11

**DEBTORS' AND COMMITTEE'S SECOND  
AMENDED JOINT PLAN OF REORGANIZATION**  
(Dated November 16, 2010)

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1 CLEMENT C. CARINALLI and ANN MARIE CARINALLI, the debtors-in-possession  
2 herein (collectively, the “Debtors”), and the OFFICIAL COMMITTEE OF UNSECURED  
3 CREDITORS appointed herein (the “Committee”) hereby jointly propose this Debtors’ And  
4 Committee’s Second Amended Joint Plan Of Reorganization (as it may be amended or modified  
5 hereafter, the “Plan”) in the within chapter 11 case, for reorganization under chapter 11 of the United  
6 States Bankruptcy Code, pursuant to the provisions of Section 1121(a) of title 11 of the United  
7 States Code.

## 8 ARTICLE I

### 9 DEFINITION AND CONSTRUCTION OF TERMS

10 1.1. Definitions. As used herein, capitalized terms shall have the meanings set forth in the  
11 schedule of definitions attached hereto and incorporated herein as **Exhibit “A.”**

12 1.2. Other Terms. Any term used in the Plan that is not defined herein or in **Exhibit “A”**  
13 shall have the meaning ascribed to that term, if any, in the Bankruptcy Code. A term used in this  
14 Plan and not defined herein or in the Bankruptcy Code, but which is defined in the Bankruptcy  
15 Rules, shall have the meaning assigned to the term in the Bankruptcy Rules.

16 1.3. Construction of Certain Terms. In addition to the foregoing, the following shall  
17 apply:

18 1.3.1. The words “herein,” “hereof,” “hereto,” “hereunder,” and others of similar  
19 import refer to the Plan as a whole and not to any particular section, subsection, or clause  
20 contained in the Plan, unless otherwise indicated.

21 1.3.2. Wherever from the context it appears appropriate, each term stated in either  
22 the singular or the plural shall include the singular and the plural and pronouns stated in the  
23 masculine, feminine or neuter gender shall include the masculine, the feminine and the  
24 neuter.

25 1.3.3. Where the Plan expressly requires the “reasonable consent” or “reasonable  
26 approval” of a party as a condition to implementation of a transaction or other event, if such  
27 consent is requested and not provided, the requesting party shall be entitled to seek approval  
28 for such transaction or other event by the Bankruptcy Court, *provided* that such requesting

1 party demonstrates, based on a preponderance of evidence, that the requested consent was  
2 unreasonably withheld. Where the Plan does not expressly require that consent or approval  
3 be “reasonable,” consent or approval shall be in the sole discretion of the party that is asked  
4 for such consent or approval, and the requesting party shall not be entitled to seek alternative  
5 approval by the Bankruptcy Court.

6 1.4. Action by Holders of Secured Claim. Where the Plan provides for notice, election or  
7 other action (other than acceptance or rejection of the Plan) by the holder(s) of a Secured Claim, in  
8 the event that more than one person holds such Secured Claim in undivided portions or percentages,  
9 such notice, election or other action shall be effective only if expressly undertaken by a majority of  
10 those portions or percentages. For example, and as an illustration only, if a Secured Claim is held by  
11 seven holders of undivided interests, and if one such holder owns a 40% undivided interest and all  
12 other holders each hold a 10% undivided interest, then a notice by such holders shall be effective  
13 only if expressly given by all six holders of 10% interests, or by the holder of the 40% interest and  
14 two holders of 10% interests. None of the foregoing shall affect the determination of acceptance or  
15 rejection of the Plan by a Class, which is governed by the provisions of Section 1126 of the  
16 Bankruptcy Code.

17 1.5. Plan Controls. To the extent of any inconsistencies between the Plan and the  
18 Disclosure Statement, the provisions of this Plan shall control and prevail.

## 19 ARTICLE II

### 20 CLASSIFICATION OF CLAIMS AND INTERESTS; IMPAIRMENT

21 2.1. Classification. The following is a designation of the Classes of Claims and Interests  
22 in the Plan. Administrative Expense Claims and Priority Tax Claims (that is, the Nonclassified  
23 Priority Claims) have not been classified and are excluded from the following Classes, in accordance  
24 with the provisions of Section 1123(a)(1) of the Bankruptcy Code. The treatment accorded  
25 Administrative Expense Claims and Priority Tax Claims is set forth in Article III herein. Consistent  
26 with the provisions of Section 1122 of the Bankruptcy Code, a Claim or Interest shall be deemed  
27 classified by the Plan in a particular Class only to the extent that the Claim or Interest qualifies  
28 within the description of that Class, and shall be deemed classified in a different Class to the extent

1 that the Claim or Interest qualifies within the description of that different Class. A Claim or Interest  
2 is in a particular Class only to the extent that the Claim or Interest is an Allowed Claim or Allowed  
3 Interest in that Class, as the case may be. To the extent that property serving as collateral for a  
4 Secured Claim is no longer property of the Estate at any point in time prior to the Effective Date,  
5 whether as a result of foreclosure, voluntary sale or otherwise, the Class designated for such Secured  
6 Claim and property shall be deemed to no longer exist as of the date that such property ceases to be  
7 property of the Estate.

8 2.1.1. Class A (Priority Claims) consists of all Priority Claims, if any, other than  
9 Nonclassified Priority Claims.

10 2.1.2. Class B (Secured Claims – Equity and Senior Liens) consists of the following  
11 Secured Claims:

12 2.1.2.1. Class B1(A) (Anderson/3524 Mendocino Secured Claim) consists  
13 of the Secured Claim held by Anderson/Martin encumbering the 3524 Mendocino  
14 Property.

15 2.1.2.2. Class B1(B) (Burmeister/3524 Mendocino Secured Claim) consists  
16 of the Secured Claim held by Burmeister/Martin encumbering the 3524 Mendocino  
17 Property.

18 2.1.2.3. Class B2 (Chase/3990 Wallace Secured Claim) consists of the  
19 Secured Claim held by Chase encumbering the 3990 Wallace Property.

20 2.1.2.4. Class B3 (Sterling/7151 Bodega Secured Claim) consists of the  
21 Secured Claim held by Sterling Bank encumbering the 7151 Bodega Property.

22 2.1.2.5. Class B4 (BNYMellon/409 College Secured Claim) consists of the  
23 Secured Claim held by BNYMellon encumbering the 409 College Property.

24 2.1.2.6. Class B5 (Haskins/104 Shiloh Secured Claim) consists of the  
25 Secured Claim held by Haskins encumbering the 104 Shiloh Property.

26 2.1.2.7. Class B6 (Chase/170 Shiloh Secured Claim) consists of the  
27 Secured Claim held by Chase encumbering the 170 Shiloh Property.

28 2.1.2.8. Class B7 (Chase/180 Shiloh Secured Claim) consists of the

1 Secured Claim held by Chase encumbering the 180 Shiloh Property.

2 2.1.2.9. Class B8 (Chase/929 Kingwood Secured Claim) consists of the  
3 Secured Claim held by Chase encumbering the 929 Kingwood Property.

4 2.1.2.10. Class B9 (Chase/510-A Secured Claim) consists of the Secured  
5 Claim held by Chase encumbering the 510-A Property.

6 2.1.2.11. Class B10 (WFB/3130 Piner Secured Claim) consists of the  
7 Secured Claim held by WFB encumbering the 3130 Piner Property.

8 2.1.2.12. Class B11 (Chase/972 Kingwood Secured Claim) consists of the  
9 Secured Claim held by Chase encumbering the 972 Kingwood Property.

10 2.1.2.13. Class B12 (Chase/969 Kingwood Secured Claim) consists of the  
11 Secured Claim held by Chase encumbering the 969 Kingwood Property.

12 2.1.2.14. Class B13 (Chase/913 Kingwood Secured Claim) consists of the  
13 Secured Claim held by Chase encumbering the 913 Kingwood Property.

14 2.1.2.15. Class B14 (Chase/935 Kingwood Secured Claim) consists of the  
15 Secured Claim held by Chase encumbering the 935 Kingwood Property.

16 2.1.2.16. Class B15 (Chase/829 Davis Secured Claim) consists of the  
17 Secured Claim held by Chase encumbering the 829 Davis Property.

18 2.1.2.17. Class B16 (Westamerica/1064 Santa Rosa Secured Claim) consists  
19 of the Secured Claim held by Westamerica Bank encumbering the 1064 Santa Rosa  
20 Property.

21 2.1.2.18. Class B17 (Chase/925 Kingwood Secured Claim) consists of the  
22 Secured Claim held by Chase encumbering the 925 Kingwood Property.

23 2.1.2.19. Class B18 (Chase/961 Kingwood Secured Claim) consists of the  
24 Secured Claim held by Chase encumbering the 961 Kingwood Property.

25 2.1.2.20. Class B19 (Sterling/1207 College Secured Claim) consists of the  
26 Secured Claim held by Sterling Bank encumbering the 1207 College Property.

27 2.1.2.21. Class B20 (Chase/936 Kingwood Secured Claim) consists of the  
28 Secured Claim held by Chase encumbering the 936 Kingwood Property.

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2.1.2.22. Class B21 (Chase/7-10<sup>th</sup> Secured Claim) consists of the Secured Claim held by Chase encumbering the 7-10<sup>th</sup> Property.

2.1.2.23. [INTENTIONALLY OMITTED].

2.1.2.24. Class B23 (Chase/506 Morgan Secured Claim) consists of the Secured Claim held by Chase encumbering the 506 Morgan Property.

2.1.2.25. Class B24 (Chase/919 Kingwood Secured Claim) consists of the Secured Claim held by Chase encumbering the 919 Kingwood Property.

2.1.2.26. Class B25 (Chase/213 Willow Secured Claim) consists of the Secured Claim held by Chase encumbering the 213 Willow Property.

2.1.2.27. Class B26 (Westamerica/858 Fourth Secured Claim) consists of the Secured Claim held by Westamerica Bank encumbering the 858 Fourth Property.

2.1.2.28. Class B27 (Chase/3765 Lakeville Secured Claim) consists of the Secured Claim held by Chase encumbering the 3765 Lakeville Property.

2.1.2.29. Class B28 (Westamerica/629 Fourth Secured Claim) consists of the Secured Claim held by Westamerica Bank encumbering the 629 Fourth Property.

2.1.2.30. Class B29 (Chase/2804 Beth Secured Claim) consists of the Secured Claim held by Chase encumbering the 2804 Beth Property.

2.1.2.31. Class B30 (Chase/615 Maple Secured Claim) consists of the Secured Claim held by Chase encumbering the 615 Maple Property.

2.1.2.32. Class B31 (Johnson Sons/507-E Secured Claim) consists of the Secured Claim held by Johnson Sons encumbering the 507-E Property.

2.1.2.33. Class B32 (Chase/537-A Secured Claim) consists of the Secured Claim held by Chase encumbering the 537-A Property.

2.1.2.34. Class B33 (Chase/416 King Secured Claim) consists of the Secured Claim held by Chase encumbering the 416 King Property.

2.1.2.35. Class B34 (Chase/420 Brookwood Secured Claim) consists of the Secured Claim held by Chase encumbering the 420 Brookwood Property.

2.1.2.36. Class B35 (Birne/909 Saracen Secured Claim) consists of the

1 Secured Claim held by Birne-Swanson encumbering the 909 Saracen Property.

2 2.1.2.37. Class B36 (Chase/895 Yuba Secured Claim) consists of the  
3 Secured Claim held by Chase encumbering the 895 Yuba Property.

4 2.1.2.38. Class B37 (Chase/521-A Secured Claim) consists of the Secured  
5 Claim held by Chase encumbering the 521-A Property.

6 2.1.2.39. Class B38 (Oliver/4000 Wallace Secured Claim) consists of the  
7 Secured Claim held by Robert Oliver encumbering the 4000 Wallace Property.

8 2.1.2.40. Class B39 (Chase/2728 Sonoma Secured Claim) consists of the  
9 Secured Claim held by Chase encumbering the 2728 Sonoma Property.

10 2.1.2.41. Class B40 (Chase/948 Kingwood Secured Claim) consists of the  
11 Secured Claim held by Chase encumbering the 948 Kingwood Property.

12 2.1.2.42. Class B41 (Chase/2136 Franklin Secured Claim) consists of the  
13 Secured Claim held by Chase encumbering the 2136 Franklin Property.

14 2.1.2.43. Class B42 (Sterling/403 Chinn Secured Claim) consists of the  
15 Secured Claim held by Sterling Bank encumbering the 403 Chinn Property.

16 2.1.2.44. Class B43 (Chase/7170 Burnett Secured Claim) consists of the  
17 Secured Claim held by Chase encumbering the 7170 Burnett Property.

18 2.1.2.45. Class B44 (Sterling/542 College Secured Claim) consists of the  
19 Secured Claim held by Sterling Bank encumbering the 542 College Property.

20 2.1.2.46. Class B45 (North Channel/820 Fifth Secured Claim) consists of  
21 the Secured Claim held by North Channel encumbering the 820 Fifth Property.

22 2.1.2.47. Class B46 (North Channel/818 Fifth Secured Claim) consists of  
23 the Secured Claim held by North Channel encumbering the 818 Fifth Property.

24 2.1.2.48. Class B47 (Keegan Family/1120-15<sup>th</sup> Secured Claim) consists of  
25 the Secured Claim held by Keegan Family encumbering the 1120-15<sup>th</sup> Property.

26 2.1.2.49. Class B48 (Chase/525 Roseland Secured Claim) consists of the  
27 Secured Claim held by Chase encumbering the 525 Roseland Property.

28 2.1.2.50. Class B49 (Sterling/849 Fifth Secured Claim) consists of the

1 Secured Claim held by Sterling Bank encumbering the 849 Fifth Property.

2 2.1.2.51. Class B50 (North Coast/850 Fourth Secured Claim) consists of the  
3 Secured Claim held by North Coast encumbering the 850 Fourth Property.

4 2.1.2.52. Class B51 (Chase/915 Yuba Secured Claim) consists of the  
5 Secured Claim held by Chase encumbering the 915 Yuba Property.

6 2.1.2.53. Class B52 (Chase/416 Macklyn Secured Claim) consists of the  
7 Secured Claim held by Chase encumbering the 416 Macklyn Property.

8 2.1.2.54. Class B53 (Chase/2036 Linwood Secured Claim) consists of the  
9 Secured Claim held by Chase encumbering the 2036 Linwood Property.

10 2.1.2.55. Class B54 (Chase/925 Yuba Secured Claim) consists of the  
11 Secured Claim held by Chase encumbering the 925 Yuba Property.

12 2.1.2.56. Class B55 (Chase/408 Calistoga Secured Claim) consists of the  
13 Secured Claim held by Chase encumbering the 408 Calistoga Property.

14 2.1.2.57. Class B56 (Chase/7800 Hembree Secured Claim) consists of the  
15 Secured Claim held by Chase encumbering the 7800 Hembree Property.

16 2.1.2.58. Class B57 (American AgCredit FLCA/Stony Point Alpha Secured  
17 Claim) consists of the Secured Claim held by American AgCredit FLCA  
18 encumbering the Stony Point Alpha Property.

19 2.1.2.59. Class B58 (North Channel/2125 W. College Secured Claim)  
20 consists of the Secured Claim held by North Channel encumbering the 2125 W.  
21 College Property.

22 2.1.2.60. Class B59 (Five Star/199 Calistoga Secured Claim) consists of the  
23 Secured Claim held by Five Star encumbering the 199 Calistoga Property.

24 2.1.2.61. Class B60 (Palleschi-Brown/3131 Primrose Secured Claim)  
25 consists of the Secured Claim held by Palleschi-Brown encumbering the 3131  
26 Primrose Property.

27 2.1.2.62. Class B61 (Agnese Trust/Brooks Avenue Secured Claim) consists  
28 of the Secured Claim held by Agnese Trust encumbering the Brooks Avenue

1 Property.

2 2.1.2.63. Class B62 (Chase/438 Orchard Secured Claim) consists of the  
3 Secured Claim held by Chase encumbering the 438 Orchard Property.

4 2.1.2.64. Class B63 (Exchange/3310 Santa Rosa Secured Claim) consists of  
5 the Secured Claim held by Exchange Bank encumbering the 3310 Santa Rosa  
6 Property.

7 2.1.2.65. Class B64 (Barbieri-Opperman/3470 Santa Rosa Secured Claim)  
8 consists of the Secured Claim held by Barbieri-Opperman encumbering the 3470  
9 Santa Rosa Property.

10 2.1.2.66. Class B65 (Agnese Trust/3579 Brooks Secured Claim) consists of  
11 the Secured Claim held by Agnese Trust encumbering the 3579 Brooks Property.

12 2.1.2.67. Class B66 (Chase/3917 Stony Point Secured Claim) consists of the  
13 Secured Claim held by Chase encumbering the 3917 Stony Point Property.

14 2.1.2.68. Class B67 (Viviani Trust/19297 East Highway Secured Claim)  
15 consists of the Secured Claim held by Viviani Trust encumbering the 19297 East  
16 Highway Property.

17 2.1.2.69. Class B68A (American AgCredit FLCA/5000 Llano Secured  
18 Claim) consists of the Secured Claim held by American AgCredit FLCA  
19 encumbering the 5000 Llano Property.

20 2.1.2.70. Class B68B (American AgCredit PCA/5000 Llano Secured Claim)  
21 consists of the Secured Claim held by American AgCredit PCA encumbering the  
22 5000 Llano Property.

23 2.1.2.71. Class B69 (Hayward Trust/836 Ripley Secured Claim) consists of  
24 the Secured Claim held by Hayward Trust encumbering the 836 Ripley Property.

25 2.1.2.72. Class B70 (Countrywide/1745 West Lake Secured Claim) consists  
26 of the Secured Claim held by Countrywide, as serviced by BAC, encumbering the  
27 1745 West Lake Property.

28 2.1.2.73. Class B71 (Ciraulo/28365 Old Redwood Secured Claim) consists

1 of the Secured Claim held by Ciraulo encumbering the 28365 Old Redwood Property.

2 2.1.2.74. Class B72 (Sterling/801 Benton Secured Claim) consists of the  
3 Secured Claim held by Sterling Bank encumbering the 801 Benton Property.

4 2.1.2.75. Class B73 (Westamerica/411-E Secured Claim) consists of the  
5 Secured Claim held by Westamerica Bank encumbering the 411-E Property.

6 2.1.2.76. Class B74 (WFB/9810 Berry Secured Claim) consists of the  
7 Secured Claim held by WFB encumbering the 9810 Berry Property.

8 2.1.2.77. Class B75 (Exchange/1899 Mendocino Secured Claim) consists of  
9 the Secured Claim held by Exchange Bank encumbering the 1899 Mendocino  
10 Property.

11 2.1.2.78. Class B76 (North Valley/1615 Fulton Secured Claim) consists of  
12 the Secured Claim held by North Valley encumbering the 1615 Fulton Property.

13 2.1.2.79. Class B77 (Hunter/1550 Hearn Secured Claim) consists of the  
14 Secured Claim held by Hunter encumbering the 1550 Hearn Property.

15 2.1.2.80. Class B78 (Rubin/3548 Brooks Secured Claim) consists of the  
16 Secured Claim held by Rubin encumbering the 3548 Brooks Property.

17 2.1.2.81. Class B79 (Rankin/4407 Petaluma Secured Claim) consists of the  
18 Secured Claim held by Rankin encumbering the 4407 Petaluma Property.

19 2.1.2.82. Class B80 (Johnson-Henig/21837 Geyserville Secured Claim)  
20 consists of the Secured Claim held by Johnson-Henig encumbering the 21837  
21 Geyserville Property.

22 2.1.2.83. Class B81 (Chase/3109 Montgomery Secured Claim) consists of  
23 the Secured Claim held by Chase encumbering the 3109 Montgomery Property.

24 2.1.2.84. Class B82 (WFB/3222 Piner Secured Claim) consists of the  
25 Secured Claim held by WFB encumbering the 3222 Piner Property.

26 2.1.2.85. Class B83 (Countrywide/600 College Secured Claim) consists of  
27 the Secured Claim held by Countrywide, as serviced by BAC, encumbering the 600  
28 College Property.

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2.1.2.86. Class B84 (Exchange/1701 Santa Rosa Secured Claim) consists of the Secured Claim held by Exchange Bank encumbering the 1701 Santa Rosa Property.

2.1.2.87. Class B85 (American AgCredit FLCA/Stony Point Beta Secured Claim) consists of the Secured Claim held by American AgCredit FLCA encumbering the Stony Point Beta Property.

2.1.2.88. Class B86 (Five Star/1375 West Secured Claim) consists of the Secured Claim held by Five Star encumbering the 1375 West Property.

2.1.2.89. Class B87 (American AgCredit FLCA/Stony Point Gamma Secured Claim) consists of the Secured Claim held by American AgCredit FLCA encumbering the Stony Point Gamma Property.

2.1.2.90. Class B88 (Chase/9828 Berry Secured Claim) consists of the Secured Claim held by WFB encumbering the 9828 Berry Property.

2.1.2.91. Class B89 (WFB/9850 Berry Secured Claim) consists of the Secured Claim held by WFB encumbering the 9850 Berry Property.

2.1.2.92. Class B90 (WFB/9870 Berry Secured Claim) consists of the Secured Claim held by WFB encumbering the 9870 Berry Property.

2.1.2.93. Class B91 (Sterling/840 Third Secured Claim) consists of the Secured Claim held by Sterling Bank encumbering the 840 Third Property.

2.1.2.94. Class B92 (Chase/904 Kingwood Secured Claim) consists of the Secured Claim held by Chase encumbering the 904 Kingwood Property.

2.1.2.95. Class B93 (Chase/905 Kingwood Secured Claim) consists of the Secured Claim held by Chase encumbering the 905 Kingwood Property.

2.1.2.96. Class B94 (Chase/906 Kingwood Secured Claim) consists of the Secured Claim held by Chase encumbering the 906 Kingwood Property.

2.1.2.97. Class B95 (Chase/914 Kingwood Secured Claim) consists of the Secured Claim held by Chase encumbering the 914 Kingwood Property.

2.1.2.98. Class B96 (Chase/918 Kingwood Secured Claim) consists of the

1 Secured Claim held by Chase encumbering the 918 Kingwood Property.

2 2.1.2.99. Class B97 (Chase/920 Kingwood Secured Claim) consists of the  
3 Secured Claim held by Chase encumbering the 920 Kingwood Property.

4 2.1.2.100. Class B98 (BNYMellon/838 Fifth Secured Claim) consists of the  
5 Secured Claim held by BNYMellon encumbering the 838 Fifth Property.

6 2.1.2.101. Class B99 (Chase/840 Fifth Secured Claim) consists of the  
7 Secured Claim held by Chase encumbering the 840 Fifth Property.

8 2.1.2.102. Class B100 (Chase/950 Kingwood Secured Claim) consists of the  
9 Secured Claim held by Chase encumbering the 950 Kingwood Property.

10 2.1.2.103. Class B101 Countrywide/1002 Orchard Secured Claim) consists of  
11 the Secured Claim held by Countrywide, as serviced by BAC, encumbering the 1002  
12 Orchard Property.

13 2.1.2.104. Class B102 (Five Star/2863 West Steele Secured Claim) consists  
14 of the Secured Claim held by Five Star encumbering the 2863 West Steele Property.

15 2.1.2.105. Class B103 (Polley/3130 Piner Secured Claim) consists of the  
16 Secured Claim held by Polley encumbering the 3130 Piner Property.

17 2.1.2.106. Class B104 (Keegan-Keegan/1120-15<sup>th</sup> Secured Claim) consists of  
18 the Secured Claim held by Keegan-Keegan encumbering the 1120-15<sup>th</sup> Property.

19 2.1.3. Class C (Secured Claims – Junior Liens) consists of the following Secured  
20 Claims:

21 2.1.3.1. Class C1 (Bertolone/3524 Mendocino Secured Claim) consists of  
22 the Secured Claim held by Bertolone/Huppert encumbering the 3524 Mendocino  
23 Property.

24 2.1.3.2. Class C2 (Garaventa/3990 Wallace Secured Claim) consists of the  
25 Secured Claim held by Garaventa encumbering the 3990 Wallace Property.

26 2.1.3.3. Class C3 (Keegan-Coppin/819 Fourth Street Secured Claim)  
27 consists of the Secured Claim held by Keegan-Coppin encumbering the 819 Fourth  
28 Property.

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2.1.3.4. [INTENTIONALLY OMITTED].

2.1.3.5. Class C5(A) (R.W. Oliver Trust/104 Shiloh Secured Claim) consists of the Secured Claim held by R.W. Oliver Trust encumbering the 104 Shiloh Property.

2.1.3.6. Class C5(B) (Johnson-Schaal Trusts/104 Shiloh Secured Claim) consists of the Secured Claim held by Johnson-Schaal Trusts encumbering the 104 Shiloh Property.

2.1.3.7. Class C6(A) (R.W. Oliver Trust/170 Shiloh Secured Claim) consists of the Secured Claim held by R.W. Oliver Trust encumbering the 170 Shiloh Property.

2.1.3.8. Class C6(B) (Johnson-Schaal Trusts/170 Shiloh Secured Claim) consists of the Secured Claim held by Johnson-Schaal Trusts encumbering the 170 Shiloh Property.

2.1.3.9. Class C7(A) (R.W. Oliver Trust/180 Shiloh Secured Claim) consists of the Secured Claim held by R.W. Oliver Trust encumbering the 180 Shiloh Property.

2.1.3.10. Class C7(B) (Johnson-Schaal Trusts/180 Shiloh Secured Claim) consists of the Secured Claim held by Johnson-Schaal Trusts encumbering the 180 Shiloh Property.

2.1.4. Class D (Secured Claims – Overencumbered) consists of the following Secured Claims:

2.1.4.1. Class D1 (USBank/947 Yuba Secured Claim) consists of the Secured Claim held by USBank encumbering the 947 Yuba Property.

2.1.4.2. Class D2 (North Coast/2074 Armory Secured Claim) consists of the Secured Claim held by North Coast encumbering the 2074 Armory Property.

2.1.4.3. Class D3 (Barbosa Trust/13019 Crest Secured Claim) consists of the Secured Claim held by Barbosa Trust encumbering the 13019 Crest Property.

2.1.4.4. Class D4 (BNYMellon/4235 Miles Secured Claim) consists of the

1 Secured Claim held by BNYMellon encumbering the 4235 Miles Property.

2 2.1.4.5. Class D5 (Hindley-Scheibel/6235 Dry Creek Secured Claim)  
3 consists of the Secured Claim held by Hindley-Scheibel encumbering the 6235 Dry  
4 Creek Property.

5 2.1.4.6. Class D6 (North Valley/2727 Dutton Secured Claim) consists of  
6 the Secured Claim held by North Valley encumbering the 2727 Dutton Property.

7 2.1.4.7. Class D7 (Acciari Trust/5327 Tewa Secured Claim) consists of the  
8 Secured Claim held by Acciari Trust encumbering the 5327 Tewa Property.

9 2.1.4.8. Class D8 (Countrywide/8590 Alden Secured Claim) consists of the  
10 Secured Claim held by Countrywide, as serviced by BAC, encumbering the 8590  
11 Alden Property.

12 2.1.4.9. Class D9 (Countrywide/8602 Alden Secured Claim) consists of the  
13 Secured Claim held by Countrywide, as serviced by BAC, encumbering the 8602  
14 Alden Property.

15 2.1.4.10. Class D10 (Napa Community/707 Bellevue Secured Claim)  
16 consists of the Secured Claim held by Napa Community encumbering the 707  
17 Bellevue Property.

18 2.1.4.11. Class D11 (Henig PSP/3615 Vista Secured Claim) consists of the  
19 Secured Claim held by Henig PSP encumbering the 3615 Vista Property.

20 2.1.4.12. Class D12 (Napa Community/2960 Stony Point Secured Claim)  
21 consists of the Secured Claim held by Napa Community encumbering the 2960 Stony  
22 Point Property.

23 2.1.4.13. Class D13 (Brekke Pension/3136 Edgewood Secured Claim)  
24 consists of the Secured Claim held by Brekke Pension encumbering the 3136  
25 Edgewood Property.

26 2.1.4.14. Class D14 (USBank/9515 Graton Secured Claim) consists of the  
27 Secured Claim held by USBank encumbering the 9515 Graton Property.

28 2.1.4.15. Class D15 (Savings Mendocino/3422 Santa Rosa Secured Claim)

1 consists of the Secured Claim held by Savings Mendocino encumbering the 3422  
2 Santa Rosa Property.

3 2.1.4.16. Class D16 (BNYMellon/2225 Burbank Secured Claim) consists of  
4 the Secured Claim held by BNYMellon encumbering the 2225 Burbank Property.

5 2.1.4.17. Class D17 (Pensco-Opperman/120 Scenic Secured Claim) consists  
6 of the Secured Claim held by Pensco-Opperman encumbering the 120 Scenic  
7 Property.

8 2.1.4.18. Class D18 (Mead Clark PSP/Sage Creek Alpha Secured Claim)  
9 consists of the Secured Claim held by Mead Clark PSP encumbering the Sage Creek  
10 Alpha Property.

11 2.1.4.19. Class D19 (Smith-Johnson/Sage Creek Beta Secured Claim)  
12 consists of the Secured Claim held by Smith-Johnson encumbering the Sage Creek  
13 Beta Property.

14 2.1.4.20. Class D20 (Johnson PSP/2800 Francisco Secured Claim) consists  
15 of the Secured Claim held by Johnson PSP encumbering the 2800 Francisco Property.

16 2.1.4.21. Class D21 (Barbieri-Lindberg/Ciwa-Kakul Secured Claim)  
17 consists of the Secured Claim held by Barbieri-Lindberg encumbering the Ciwa-  
18 Kakul Property.

19 2.1.4.22. Class D22 (Summit/3771 Lakeville Secured Claim) consists of the  
20 Secured Claim held by Summit Bank encumbering the 3771 Lakeville Property.

21 2.1.4.23. Class D23 (Walraven Trust/2420 San Miguel Secured Claim)  
22 consists of the Secured Claim held by Walraven Trust encumbering the 2420 San  
23 Miguel Property.

24 2.1.4.24. [INTENTIONALLY OMITTED]

25 2.1.4.25. Class D25 (North Valley/5146 Old Redwood Secured Claim)  
26 consists of the Secured Claim held by North Valley encumbering the 5146 Old  
27 Redwood Property.

28 2.1.4.26. Class D26 (Hada PSP/11961 Bitney Springs Secured Claim)

1 consists of the Secured Claim held by Hada PSP encumbering the 11961 Bitney  
2 Springs Property.

3 2.1.4.27. Class D27 (Corsi-Noonan/21000 Santa Clara Secured Claim)  
4 consists of the Secured Claim held by Corsi-Noonan encumbering the 21000 Santa  
5 Clara Property.

6 2.1.4.28. Class D28 (Noonan/12760 Sulphur Secured Claim) consists of the  
7 Secured Claim held by Noonan/Wand encumbering the 12760 Sulphur Property.

8 2.1.4.29. Class D29 (Combs Trust/13193 Lakeshore Secured Claim)  
9 consists of the Secured Claim held by Combs Trust encumbering the 13193  
10 Lakeshore Property.

11 2.1.4.30. Class D30 (Johnson 1993 Trust/15825-23<sup>rd</sup> Secured Claim)  
12 consists of the Secured Claim held by Johnson 1993 Trust encumbering the 15825-  
13 23<sup>rd</sup> Property.

14 2.1.4.31. Class D31 (Johnson PSP/15873-27<sup>th</sup> Secured Claim) consists of  
15 the Secured Claim held by Johnson PSP encumbering the 15873-27<sup>th</sup> Property.

16 2.1.4.32. Class D32 (Rankin Trust/15883-27<sup>th</sup> Secured Claim) consists of  
17 the Secured Claim held by Rankin Trust encumbering the 15883-27<sup>th</sup> Property.

18 2.1.4.33. Class D33 (Losee Trust/16214-33<sup>rd</sup> Secured Claim) consists of the  
19 Secured Claim held by Losee Trust encumbering the 16214-33<sup>rd</sup> Property.

20 2.1.4.34. Class D34 (Palleschi PSP/3096-15<sup>th</sup> Secured Claim) consists of the  
21 Secured Claim held by Palleschi PSP encumbering the 3096-15<sup>th</sup> Property.

22 2.1.4.35. Class D35 (Summit/8262 Peninsula Secured Claim) consists of the  
23 Secured Claim held by Summit Bank encumbering the 8262 Peninsula Property.

24 2.1.4.36. Class D36 (Klemco/8262 Peninsula Secured Claim) consists of the  
25 Secured Claim held by Klemco encumbering the 8262 Peninsula Property.

26 2.1.4.37. Class D37 (North Valley/2729 Stony Point Secured Claim)  
27 consists of the Secured Claim held by North Valley encumbering the 2729 Stony  
28 Point Property.

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2.1.4.38. Class D38 (Cooper Trust/2727 Dutton Meadow Secured Claim) consists of the Secured Claim held by Cooper Trust encumbering the 2727 Dutton Meadow Property.

2.1.4.39. Class D39 (Cooper Trust/2729 Stony Point Secured Claim) consists of the Secured Claim held by Cooper Trust encumbering the 2729 Stony Point Property.

2.1.4.40. Class D40 (SSUAF/Arata Lane Secured Claim) consists of the Secured Claim held by SSUAF encumbering the Arata Lane Property.

2.1.4.41. Class D41 (North Valley/2601 Francisco Secured Claim) consists of the Secured Claim held by North Valley encumbering the 2601 Francisco Property.

2.1.4.42. Class D42 (American AgCredit FLCA/6215 Gold Dust Secured Claim) consists of the Secured Claim held by American AgCredit FLCA encumbering the 2615 Gold Dust Property.

2.1.4.43. Class D43 (North Valley/2860 Stony Point Secured Claim) consists of the Secured Claim held by North Valley encumbering the 2860 Stony Point Property.

2.1.4.44. Class D44 (Opperman Group/2860 Stony Point Secured Claim) consists of the Secured Claim held by Opperman Group encumbering the 2860 Stony Point Property.

2.1.4.45. Class D45 (Hammond-Atlas/Sage Creek Secured Claim) consists of the Secured Claim held by Hammond-Atlas encumbering the Sage Creek Properties.

2.1.5. Class E (LBS Secured Claims) consists of each Secured Claim held by LBS, as follows:

2.1.5.1. Class E1 (LBS/5038 Sonoma Secured Claim) consists of the Secured Claim held by LBS encumbering the 5038 Sonoma Property.

2.1.5.2. Class E2 (LBS/2633 Guerneville Secured Claim) consists of the Secured Claim held by LBS encumbering the 2633 Guerneville Property.

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2.1.5.3. Class E3 (LBS/2859 Linwood Secured Claim) consists of the Secured Claim held by LBS encumbering the 2859 Linwood Property.

2.1.5.4. Class E4 (LBS/2621 Guerneville Secured Claim) consists of the Secured Claim held by LBS encumbering the 2621 Guerneville Property.

2.1.5.5. Class E5 (LBS/461 Todd Secured Claim) consists of the Secured Claim held by LBS encumbering the 461 Todd Property.

2.1.5.6. Class E6 (LBS/1466 Hearn Secured Claim) consists of the Secured Claim held by LBS encumbering the 1466 Hearn Property.

2.1.5.7. Class E7 (LBS/420 King Secured Claim) consists of the Secured Claim held by LBS encumbering the 420 King Property.

2.1.5.8. Class E8 (LBS/2882 Stony Point Secured Claim) consists of the Secured Claim held by LBS encumbering the 2882 Stony Point Property.

2.1.5.9. Class E9 (LBS/2137 Dennis Secured Claim) consists of the Secured Claim held by LBS encumbering the 2137 Dennis Property.

2.1.5.10. Class E10 (LBS/950 Boyes Secured Claim) consists of the Secured Claim held by LBS encumbering the 950 Boyes Property.

2.1.5.11. Class E11 (LBS/4728 Snyder Secured Claim) consists of the Secured Claim held by LBS encumbering the 4728 Snyder Property.

2.1.5.12. Class E12 (LBS/4600 Todd Secured Claim) consists of the Secured Claim held by LBS encumbering the 4600 Todd Property.

2.1.5.13. Class E13 (LBS/2967 Dutton Secured Claim) consists of the Secured Claim held by LBS encumbering the 2967 Dutton Property.

2.1.5.14. Class E14 (LBS/2390 San Miguel Secured Claim) consists of the Secured Claim held by LBS encumbering the 2390 San Miguel Property.

2.1.5.15. Class E15 (LBS/2957 Dutton Secured Claim) consists of the Secured Claim held by LBS encumbering the 2957 Dutton Property.

2.1.5.16. Class E16 (LBS/2488 Fulton Secured Claim) consists of the Secured Claim held by LBS encumbering the 2488 Fulton Property.

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2.1.5.17. Class E17 (LBS/483 Scenic Secured Claim) consists of the Secured Claim held by LBS encumbering the 483 Scenic Property.

2.1.5.18. Class E18 (LBS/2803 Dutton Secured Claim) consists of the Secured Claim held by LBS encumbering the 2803 Dutton Property.

2.1.5.19. Class E19 (LBS/4494 Todd Secured Claim) consists of the Secured Claim held by LBS encumbering the 4494 Todd Property.

2.1.5.20. Class E20 (LBS/2611 Fulton Secured Claim) consists of the Secured Claim held by LBS encumbering the 2611 Fulton Property.

2.1.5.21. Class E21 (LBS/819 Fourth Secured Claim) consists of the Secured Claim held by LBS encumbering the 819 Fourth Property.

2.1.5.22. Class E22 (LBS/841 Fifth Secured Claim) consists of the Secured Claim held by LBS encumbering the 841 Fifth Property.

2.1.5.23. Class E23 (LBS/5000 Highway 12 Secured Claim) consists of the Secured Claim held by LBS encumbering the 5000 Highway 12 Property.

2.1.5.24. Class E24 (LBS/3364 Coffey Secured Claim) consists of the Secured Claim held by LBS encumbering the 3364 Coffey Property.

2.1.5.25. Class E25 (LBS/3708 Barnes Secured Claim) consists of the Secured Claim held by LBS encumbering the 3708 Barnes Property.

2.1.5.26. Class E26 (LBS/2107 Wood Secured Claim) consists of the Secured Claim held by LBS encumbering the 2107 Wood Property.

2.1.5.27. Class E27 (LBS/812-3<sup>rd</sup> Secured Claim) consists of the Secured Claim held by LBS encumbering the 812-3<sup>rd</sup> Property.

2.1.5.28. Class E28 (LBS/816-3<sup>rd</sup> Secured Claim) consists of the Secured Claim held by LBS encumbering the 816-3<sup>rd</sup> Property.

2.1.5.29. Class E29 (LBS/830-3<sup>rd</sup> Secured Claim) consists of the Secured Claim held by LBS encumbering the 830-3<sup>rd</sup> Property.

2.1.5.30. Class E30 (LBS/1500 Hearn Secured Claim) consists of the Secured Claim held by LBS encumbering the 1500 Hearn Property.



1 applications, motions, requests and proofs as to which any disputes exist or as to which Court  
2 approval is required by the Bankruptcy Rules and Local Rules, as soon as practicable following the  
3 Administrative Bar Date, and shall provide notice of such hearings and any objections to the  
4 requesting claimants, the Reorganized Debtors, any objecting Claimant and the United States  
5 Trustee (except to the extent that such applications, motions, requests and proofs have been resolved  
6 prior thereto).

7 3.3. Penalties and Interest. Except as may be expressly set forth in the Plan or by an order  
8 of the Court, no holder of a Priority Tax Claim or an Administrative Expense Claim (other than such  
9 Claims as are held by governmental units and based upon tax liabilities arising after the Petition  
10 Date) shall be entitled to payment on account of any postpetition interest or penalties arising with  
11 respect to such Claim.

12 3.4. Payment. Payment of Allowed Nonclassified Priority Claims shall occur as follows:

13 3.4.1. Administrative Expense Claims. All payments required by the terms of this  
14 Plan on account of Allowed Administrative Expense Claims, unless made earlier by prior  
15 agreement or order of the Court, shall be made by the Trustee in Cash from the Creditors'  
16 Trust on the latest of the following dates: (a) on, or as soon as practicable after, the Effective  
17 Date, or on such later date as to which the holder of such Claim may have consented; (b) on  
18 the date when such Claim becomes due according to contractual, statutory or other terms  
19 applicable thereto; or (c) as soon as practicable after entry of the order allowing such Claim,  
20 if the Claim is disputed or if applicable provisions of the Bankruptcy Code otherwise require  
21 Court approval.

22 3.4.2. Priority Tax Claims. All payments required by the terms of this Plan on  
23 account of Priority Tax Claims shall be made by the Trustee in Cash from the Creditors'  
24 Trust no later than the latest of the following: (a) in four (4) equal, annual payments on each  
25 anniversary of the Effective Date until paid in full, together with interest at the  
26 nonbankruptcy rate applicable thereto as of the calendar month in which the Confirmation  
27 Date occurs, paid on each such anniversary and accruing from the Effective Date; (b) on the  
28 date when such Claim becomes due according to contractual, statutory or other terms

1 applicable thereto, plus interest as described above; or (c) as soon as practicable after entry of  
2 the order allowing such Claim, if the Claim is disputed or if applicable provisions of the  
3 Bankruptcy Code require Court approval, plus interest as described above.

4 3.4.3. Priority Gap Period Claims. Each holder of an Allowed Priority Gap Period  
5 Claim shall receive on account of such Claim Cash equal to the allowed amount of such  
6 Claim, unless such holder shall have agreed to a less favorable treatment of such Claim.  
7 Payment or payments on account of such Claims shall be made by the Trustee from the  
8 Creditors' Trust on or before the latest of the following dates: (a) on, or as soon as  
9 practicable after, the Effective Date, or on such later date as to which such holder has  
10 consented; (b) on the date that such Claim becomes due pursuant to contractual, statutory or  
11 other terms applicable thereto; or (c) as to Disputed Claims, as soon as practicable after the  
12 order allowing the Claim has become a Final Order.

#### 13 ARTICLE IV

#### 14 TREATMENT OF UNIMPAIRED CLASSES

15 Classes of unimpaired Claims and Interests shall be treated as follows:

16 4.1. Class A (Priority Claims Other Than Nonclassified Priority Claims). Each holder of  
17 an Allowed Claim within Class A shall receive on account of such Claim Cash equal to the allowed  
18 amount of such Claim, unless such holder shall have agreed to a less favorable treatment of such  
19 Claim. Payment or payments on account of such Claims shall be made by the Trustee from the  
20 Creditors' Trust on or before the latest of the following dates: (a) on, or as soon as practicable after,  
21 the Effective Date, or on such later date as to which such holder has consented; (b) on the date that  
22 such Claim becomes due pursuant to contractual, statutory or other terms applicable thereto; or (c) as  
23 to Disputed Claims, as soon as practicable after the order allowing the Claim has become a Final  
24 Order.

25 4.2. Class F (Other Secured Claims). Each holder of an Allowed Secured Claim within  
26 Class F shall provide notice of such Secured Claim to the Trustee and the Reorganized Debtors on or  
27 before the Effective Date. Unless such holder has agreed in writing with the Trustee to other  
28 treatment of such claim, such holder shall receive one of the following treatments of such claim, at

1 the election of the Trustee (which election shall be deemed to be that which is described in  
2 Section 4.2.3 hereinbelow (Return of Collateral) unless otherwise stated by the Trustee in a writing  
3 served upon such holder on or before the tenth (10<sup>th</sup>) day after the Effective Date:

4 4.2.1. Reinstatement: Any and all defaults shall be Cured, and any and all damages  
5 compensated, by the Trustee from the Creditors' Trust, to the extent and in the manner  
6 required by the provisions of Section 1124(2) of the Bankruptcy Code, as soon as practicable  
7 after such defaults and damages, if any, have been determined by agreement among such  
8 holder and the Trustee, or by a Final Order if no such agreement is reached; the maturity and  
9 terms of such Claim, or such other terms as have been agreed upon between such holder and  
10 the Trustee, shall be reinstated pursuant to the provisions of Section 1124(2) of the  
11 Bankruptcy Code and shall be the obligation of the Creditors' Trust after the Effective Date.

12 4.2.2. Full Satisfaction: Such Allowed Secured Claim shall be paid in full by the  
13 Trustee, or in such lesser amount as may be agreed upon by the holder of such Claim and the  
14 Trustee, from the Creditors' Trust, as soon as practicable after such Claim becomes an  
15 Allowed Secured Claim, in exchange for which the holder of such Claim shall execute and  
16 deliver to the Trustee all appropriate documentation reasonably necessary to evidence and  
17 effectuate a full release and discharge of all liens, security interests and obligations arising  
18 from such Claim.

19 4.2.3. Return of Collateral. Such holder shall be permitted to remove, at its own  
20 cost and peril and without damage to any other property of the Creditors' Trust, and at a time  
21 mutually convenient to such holder and the Trustee, such property as to which it holds a  
22 perfected security interest, *provided* that in the event of any dispute between such holder and  
23 the Trustee as to the extent, priority, validity or enforceability of such security interest, such  
24 removal shall occur only after such dispute is resolved by a Final Order. Such holder may  
25 file and assert a Claim within Class H for any deficiency resulting from such abandonment  
26 and return of collateral, to the extent that such Claim is allowable and enforceable under  
27 applicable law, *provided* that a proof of claim therefor is filed with the Court and served  
28 upon the Trustee on or before the Deficiency Claim Deadline. If no such Claim is filed on or

1 before the Deficiency Claim Deadline, then any such Claim shall be permanently and fully  
2 barred, and such holder shall have no Claim within Class G or H for a deficiency or  
3 guarantee, without regard to any Claim that has been filed or scheduled prior to the Effective  
4 Date.

5 **ARTICLE V**

6 **TREATMENT OF IMPAIRED CLASSES**

7 Classes of impaired Claims and Interests shall be treated as follows:

8 5.1. Class B (Secured Claims – Equity and Senior Liens). All Allowed Secured Claims  
9 within Class B shall be treated in accordance with the Class B Protocols (as defined in Exhibit “A”  
10 attached hereto), subject to the following:

11 5.1.1. Class B1(A) (Anderson/3524 Mendocino Secured Claim). The Plan Interest  
12 Rate for the Anderson/3524 Mendocino Secured Claim shall be 4.00% per annum, and the  
13 Selling Period shall terminate on the third anniversary of the Effective Date, *provided,*  
14 *however,* that in the event that the holders of the Class C1 Claim elect the Foreclosure  
15 Option, as set forth in Section 5.2 below, then: (a) the Estate shall provide written notice  
16 thereof to the holders of the Class B1(A) Claim; (b) neither the Estate nor the Trustee shall  
17 make any interest payments on account of the Class B1(A) Claim; (c) the holders of the Class  
18 B1(A) Claim shall retain their lien against the 3524 Mendocino Property; (d) title to the 3524  
19 Mendocino Property shall be transferred from the Estate to the holders of the Class C1 Claim  
20 pursuant to Section 5.2 below, subject to the Class B1(A) Claim; and (e) the holders of the  
21 Class B1(A) Claim shall not hold or assert an Unsecured Claim against the Creditors’ Trust  
22 or the Estate for any deficiency or guarantee claim related to such Allowed Secured Claim,  
23 regardless of whether applicable bankruptcy or non-bankruptcy law would otherwise permit  
24 or recognize such Claim.

25 5.1.2. Class B1(B) (Burmeister/3524 Mendocino Secured Claim). The Plan  
26 Interest Rate for the Burmeister/3524 Mendocino Secured Claim shall be 4.00% per annum,  
27 and the Selling Period shall terminate on the third anniversary of the Effective Date,  
28 *provided, however,* that in the event that the holders of the Class C1 Claim elect the

1 Foreclosure Option, as set forth in Section 5.2 below, then: (a) the Estate shall provide  
2 written notice thereof to the holders of the Class B1(B) Claim; (b) neither the Estate nor the  
3 Trustee shall make any interest payments on account of the Class B1(B) Claim; (c) the  
4 holders of the Class B1(B) Claim shall retain their lien against the 3524 Mendocino Property;  
5 (d) title to the 3524 Mendocino Property shall be transferred from the Estate to the holders of  
6 the Class C1 Claim pursuant to Section 5.2 below, subject to the Class B1(B) Claim; and (e)  
7 the holders of the Class B1(B) Claim shall not hold or assert an Unsecured Claim against the  
8 Creditors' Trust or the Estate for any deficiency or guarantee claim related to such Allowed  
9 Secured Claim, regardless of whether applicable bankruptcy or non-bankruptcy law would  
10 otherwise permit or recognize such Claim.

11 5.1.3. Class B2 (Chase/3990 Wallace Secured Claim). The Plan Interest Rate for  
12 the Chase/3990 Wallace Secured Claim shall be 4.00% per annum, and the Selling Period  
13 shall terminate on the third anniversary of the Effective Date, *provided, however*, that in the  
14 event that the holders of the Class C2 Claim elect the Foreclosure Option, as set forth in  
15 Section 5.2 below, then: (a) the Estate shall provide written notice thereof to the holders of  
16 the Class B2 Claim; (b) neither the Estate nor the Trustee shall make any interest payments  
17 on account of the Class B2 Claim; (c) the holders of the Class B2 Claim shall retain their lien  
18 against the 3990 Wallace Property; (d) title to the 3990 Wallace Property shall be transferred  
19 from the Estate to the holders of the Class C2 Claim pursuant to Section 5.2 below, subject to  
20 the Class B2 Claim; and (e) the holders of the Class B2 Claim shall not hold or assert an  
21 Unsecured Claim against the Creditors' Trust or the Estate for any deficiency or guarantee  
22 claim related to such Allowed Secured Claim, regardless of whether applicable bankruptcy or  
23 non-bankruptcy law would otherwise permit or recognize such Claim.

24 5.1.4. Class B3 (Sterling/7151 Bodega Secured Claim). The Plan Interest Rate for  
25 the Sterling/7151 Bodega Secured Claim shall be 4.00% per annum, and the Selling Period  
26 shall terminate on the fifth anniversary of the Effective Date.

27 5.1.5. Class B4 (BNYMellon/409 College Secured Claim). The Plan Interest Rate  
28 for the BNYMellon/409 College Secured Claim shall be 4.50% per annum, and the Selling

1 Period shall terminate on the third anniversary of the Effective Date. For purposes of Class  
2 B4 only, the Class B Protocols shall be modified as follows: (a) concurrent with monthly  
3 interest payments required under such protocols, the Trustee shall also make monthly  
4 principal payments based on a 30-year amortization; and (b) in the event of surrender by the  
5 Trustee, the holder of such Claim shall not be entitled to assert any deficiency claim, whether  
6 under Class H or otherwise.

7 5.1.6. Class B5 (Haskins/104 Shiloh Secured Claim). The Plan Interest Rate for  
8 the Haskins/104 Shiloh Secured Claim shall be 4.00% per annum, and the Selling Period  
9 shall terminate on the second anniversary of the Effective Date, *provided, however*, that in  
10 the event that the holders of the Class C5(A) Claim, Class C5(B) Claim, Class C6(A) Claim,  
11 Class C6(B) Claim, Class C7(A) Claim or Class C7(B) Claim elect the Foreclosure Option,  
12 as set forth in Section 5.2 below, then: (a) the Estate shall provide written notice thereof to  
13 the holders of the Class B5 Claim; (b) neither the Estate nor the Trustee shall make any  
14 interest payments on account of the Class B5 Claim; (c) the holders of the Class B5 Claim  
15 shall retain their lien against the 104 Shiloh Property; (d) title to the 104 Shiloh Property  
16 shall be transferred from the Estate to the holders of the Class C5(A) Claim, Class C5(B)  
17 Claim, Class C6(A) Claim, Class C6(B) Claim, Class C7(A) Claim or Class C7(B) Claim  
18 pursuant to Section 5.2 below, subject to the Class B5 Claim; and (e) the holders of the Class  
19 B5 Claim shall not hold or assert an Unsecured Claim against the Creditors' Trust or the  
20 Estate for any deficiency or guarantee claim related to such Allowed Secured Claim,  
21 regardless of whether applicable bankruptcy or non-bankruptcy law would otherwise permit  
22 or recognize such Claim.

23 5.1.7. Class B6 (Chase/170 Shiloh Secured Claim). The Plan Interest Rate for the  
24 Chase/170 Shiloh Secured Claim shall be 4.80% per annum, and the Selling Period shall  
25 terminate on the second anniversary of the Effective Date, *provided, however*, that in the  
26 event that the holders of the Class C5(A) Claim, Class C5(B) Claim, Class C6(A) Claim,  
27 Class C6(B) Claim, Class C7(A) Claim or Class C7(B) Claim elect the Foreclosure Option,  
28 as set forth in Section 5.2 below, then: (a) the Estate shall provide written notice thereof to

1 the holders of the Class B6 Claim; (b) neither the Estate nor the Trustee shall make any  
2 interest payments on account of the Class B6 Claim; (c) the holders of the Class B6 Claim  
3 shall retain their lien against the 170 Shiloh Property; (d) title to the 170 Shiloh Property  
4 shall be transferred from the Estate to the holders of the Class C5(A) Claim, Class C5(B)  
5 Claim, Class C6(A) Claim, Class C6(B) Claim, Class C7(A) Claim or Class C7(B) Claim  
6 pursuant to Section 5.2 below, subject to the Class B6 Claim; and (e) the holders of the Class  
7 B6 Claim shall not hold or assert an Unsecured Claim against the Creditors' Trust or the  
8 Estate for any deficiency or guarantee claim related to such Allowed Secured Claim,  
9 regardless of whether applicable bankruptcy or non-bankruptcy law would otherwise permit  
10 or recognize such Claim. In addition to interest payments, notwithstanding any contrary  
11 terms of the Class B Protocols, the Trustee shall make monthly principal payments to Chase  
12 on account of this Secured Claim, following the Effective Date until sale or surrender of the  
13 collateral property, based upon a 40-year amortization.

14 5.1.8. Class B7 (Chase/180 Shiloh Secured Claim). The Plan Interest Rate for the  
15 180 Shiloh Secured Claim shall be 4.00% per annum, and the Selling Period shall terminate  
16 on the second anniversary of the Effective Date, *provided, however*, that in the event that the  
17 holders of the Class C5(A) Claim, Class C5(B) Claim, Class C6(A) Claim, Class C6(B)  
18 Claim, Class C7(A) Claim or Class C7(B) Claim elect the Foreclosure Option, as set forth in  
19 Section 5.2 below, then: (a) the Estate shall provide written notice thereof to the holders of  
20 the Class B7 Claim; (b) neither the Estate nor the Trustee shall make any interest payments  
21 on account of the Class B7 Claim; (c) the holders of the Class B7 Claim shall retain their lien  
22 against the 180 Shiloh Property; (d) title to the 180 Shiloh Property shall be transferred from  
23 the Estate to the holders of the Class C5(A) Claim, Class C5(B) Claim, Class C6(A) Claim,  
24 Class C6(B) Claim, Class C7(A) Claim or Class C7(B) Claim pursuant to Section 5.2 below,  
25 subject to the Class B7 Claim; and (e) the holders of the Class B7 Claim shall not hold or  
26 assert an Unsecured Claim against the Creditors' Trust or the Estate for any deficiency or  
27 guarantee claim related to such Allowed Secured Claim, regardless of whether applicable  
28 bankruptcy or non-bankruptcy law would otherwise permit or recognize such Claim.

1           5.1.9. Class B8 (Chase/929 Kingwood Secured Claim). The Plan Interest Rate for  
2 the Chase/929 Kingwood Secured Claim shall be 4.80% per annum, and the Selling Period  
3 shall terminate on the fifth anniversary of the Effective Date. In addition to interest  
4 payments, notwithstanding any contrary terms of the Class B Protocols, the Trustee shall  
5 make monthly principal payments to Chase on account of this Secured Claim, following the  
6 Effective Date until sale or surrender of the collateral property, based upon a 40-year  
7 amortization.

8           5.1.10. Class B9 (Chase/510-A Secured Claim). The Plan Interest Rate for the  
9 Chase/510-A Secured Claim shall be 4.00% per annum, and the Selling Period shall  
10 terminate on the fifth anniversary of the Effective Date.

11           5.1.11. Class B10 (WFB/3130 Piner Secured Claim). The WFB/3130 Piner  
12 Secured Claim shall be treated in accordance with the Class B Protocols as modified as set  
13 forth in the WFB/Piner Loans Term Sheet.

14           5.1.12. Class B11 (Chase/972 Kingwood Secured Claim). The Plan Interest Rate  
15 for the Chase/972 Kingwood Secured Claim shall be 4.80% per annum, and the Selling  
16 Period shall terminate on the fifth anniversary of the Effective Date. In addition to interest  
17 payments, notwithstanding any contrary terms of the Class B Protocols, the Trustee shall  
18 make monthly principal payments to Chase on account of this Secured Claim, following the  
19 Effective Date until sale or surrender of the collateral property, based upon a 40-year  
20 amortization.

21           5.1.13. Class B12 (Chase/969 Kingwood Secured Claim). The Plan Interest Rate  
22 for the Chase/969 Kingwood Secured Claim shall be 4.80% per annum, and the Selling  
23 Period shall terminate on the fifth anniversary of the Effective Date. In addition to interest  
24 payments, notwithstanding any contrary terms of the Class B Protocols, the Trustee shall  
25 make monthly principal payments to Chase on account of this Secured Claim, following the  
26 Effective Date until sale or surrender of the collateral property, based upon a 40-year  
27 amortization.

28           5.1.14. Class B13 (Chase/913 Kingwood Secured Claim). The Plan Interest Rate

1 for the Chase/913 Kingwood Secured Claim shall be 4.80% per annum, and the Selling  
2 Period shall terminate on the fifth anniversary of the Effective Date. In addition to interest  
3 payments, notwithstanding any contrary terms of the Class B Protocols, the Trustee shall  
4 make monthly principal payments to Chase on account of this Secured Claim, following the  
5 Effective Date until sale or surrender of the collateral property, based upon a 40-year  
6 amortization.

7 5.1.15. Class B14 (Chase/935 Kingwood Secured Claim). The Plan Interest Rate  
8 for the Chase/935 Kingwood Secured Claim shall be 4.80% per annum, and the Selling  
9 Period shall terminate on the fifth anniversary of the Effective Date. In addition to interest  
10 payments, notwithstanding any contrary terms of the Class B Protocols, the Trustee shall  
11 make monthly principal payments to Chase on account of this Secured Claim, following the  
12 Effective Date until sale or surrender of the collateral property, based upon a 40-year  
13 amortization.

14 5.1.16. Class B15 (Chase/829 Davis Secured Claim). The Plan Interest Rate for the  
15 Chase/829 Davis Secured Claim shall be 4.00% per annum, and the Selling Period shall  
16 terminate on the fifth anniversary of the Effective Date.

17 5.1.17. Class B16 (Westamerica/1064 Santa Rosa Secured Claim). The Plan  
18 Interest Rate for the Westamerica/1064 Santa Rosa Secured Claim shall be 5.00% per  
19 annum, and the Selling Period shall terminate on the fifth anniversary of the Effective Date.

20 5.1.18. Class B17 (Chase/925 Kingwood Secured Claim). The Plan Interest Rate  
21 for the Chase/925 Kingwood Secured Claim shall be 4.00% per annum, and the Selling  
22 Period shall terminate on the fifth anniversary of the Effective Date.

23 5.1.19. Class B18 (Chase/961 Kingwood Secured Claim). The Plan Interest Rate  
24 for the Chase/961 Kingwood Secured Claim shall be 4.80% per annum, and the Selling  
25 Period shall terminate on the fifth anniversary of the Effective Date. In addition to interest  
26 payments, notwithstanding any contrary terms of the Class B Protocols, the Trustee shall  
27 make monthly principal payments to Chase on account of this Secured Claim, following the  
28 Effective Date until sale or surrender of the collateral property, based upon a 40-year

1 amortization.

2 5.1.20. Class B19 (Sterling/1207 College Secured Claim). The Plan Interest Rate  
3 for the Sterling/1207 College Secured Claim shall be 4.00% per annum, and the Selling  
4 Period shall terminate on the fifth anniversary of the Effective Date.

5 5.1.21. Class B20 (Chase/936 Kingwood Secured Claim). The Plan Interest Rate  
6 for the Chase/936 Kingwood Secured Claim shall be 4.80% per annum, and the Selling  
7 Period shall terminate on the fifth anniversary of the Effective Date. In addition to interest  
8 payments, notwithstanding any contrary terms of the Class B Protocols, the Trustee shall  
9 make monthly principal payments to Chase on account of this Secured Claim, following the  
10 Effective Date until sale or surrender of the collateral property, based upon a 40-year  
11 amortization.

12 5.1.22. Class B21 (Chase/7-10<sup>th</sup> Secured Claim). The Plan Interest Rate for the  
13 Chase/7-10<sup>th</sup> Secured Claim shall be 4.00% per annum, and the Selling Period shall terminate  
14 on the fifth anniversary of the Effective Date.

15 5.1.23. [INTENTIONALLY OMITTED].

16 5.1.24. Class B23 (Chase/506 Morgan Secured Claim). The Plan Interest Rate for  
17 the Chase/506 Morgan Secured Claim shall be 4.00% per annum, and the Selling Period shall  
18 terminate on the fifth anniversary of the Effective Date.

19 5.1.25. Class B24 (Chase/919 Kingwood Secured Claim). The Plan Interest Rate  
20 for the Chase/919 Kingwood Secured Claim shall be 4.80% per annum, and the Selling  
21 Period shall terminate on the fifth anniversary of the Effective Date. In addition to interest  
22 payments, notwithstanding any contrary terms of the Class B Protocols, the Trustee shall  
23 make monthly principal payments to Chase on account of this Secured Claim, following the  
24 Effective Date until sale or surrender of the collateral property, based upon a 40-year  
25 amortization.

26 5.1.26. Class B25 (Chase/213 Willow Secured Claim). The Plan Interest Rate for  
27 the Chase/213 Willow Secured Claim shall be 3.50% per annum, and the Selling Period shall  
28 terminate on the fifth anniversary of the Effective Date. In addition to interest payments,

1 notwithstanding any contrary terms of the Class B Protocols, the Trustee shall make monthly  
2 principal payments to Chase on account of this Secured Claim, following the Effective Date  
3 until sale or surrender of the collateral property, based upon a 30-year amortization.

4 5.1.27. Class B26 (Westamerica/858 Fourth Secured Claim). The Plan Interest Rate  
5 for the Westamerica/858 Fourth Secured Claim shall be 4.00% per annum, and the Selling  
6 Period shall terminate on the fifth anniversary of the Effective Date.

7 5.1.28. Class B27 (Chase/3765 Lakeville Secured Claim). The Plan Interest Rate  
8 for the Chase/3765 Lakeville Secured Claim shall be 4.00% per annum, and the Selling  
9 Period shall terminate on the fourth anniversary of the Effective Date.

10 5.1.29. Class B28 (Westamerica/629 Fourth Secured Claim). The Plan Interest Rate  
11 for the Westamerica/629 Fourth Secured Claim shall be 4.00% per annum, and the Selling  
12 Period shall terminate on the fifth anniversary of the Effective Date.

13 5.1.30. Class B29 (Chase/2804 Beth Secured Claim). The Plan Interest Rate for the  
14 Chase/2804 Beth Secured Claim shall be 4.00% per annum, and the Selling Period shall  
15 terminate on the fifth anniversary of the Effective Date.

16 5.1.31. Class B30 (Chase/615 Maple Secured Claim). The Plan Interest Rate for the  
17 Chase/615 Maple Secured Claim shall be 4.00% per annum, and the Selling Period shall  
18 terminate on the fifth anniversary of the Effective Date.

19 5.1.32. Class B31 (Johnson Sons/507-E Secured Claim). The Plan Interest Rate for  
20 the Johnson Sons/507-E Secured Claim shall be 4.00% per annum, and the Selling Period  
21 shall terminate on the fifth anniversary of the Effective Date.

22 5.1.33. Class B32 (Chase/537-A Secured Claim). The Plan Interest Rate for the  
23 Chase/537-A Secured Claim shall be 4.00% per annum, and the Selling Period shall  
24 terminate on the fifth anniversary of the Effective Date.

25 5.1.34. Class B33 (Chase/416 King Secured Claim). The Plan Interest Rate for the  
26 Chase/416 King Secured Claim shall be 4.00% per annum, and the Selling Period shall  
27 terminate on the third anniversary of the Effective Date.

28 5.1.35. Class B34 (Chase/420 Brookwood Secured Claim). The Plan Interest Rate

1 for the Chase/420 Brookwood Secured Claim shall be 4.00% per annum, and the Selling  
2 Period shall terminate on the fifth anniversary of the Effective Date.

3 5.1.36. Class B35 (Birne/909 Saracen Secured Claim). The Plan Interest Rate for  
4 the Birne/909 Saracen Secured Claim shall be 4.00% per annum, and the Selling Period shall  
5 terminate on the third anniversary of the Effective Date.

6 5.1.37. Class B36 (Chase/895 Yuba Secured Claim). The Plan Interest Rate for the  
7 Chase/895 Yuba Secured Claim shall be 4.00% per annum, and the Selling Period shall  
8 terminate on the third anniversary of the Effective Date.

9 5.1.38. Class B37 (Chase/521-A Secured Claim). The Plan Interest Rate for the  
10 Chase/521-A Secured Claim shall be 4.00% per annum, and the Selling Period shall  
11 terminate on the fifth anniversary of the Effective Date.

12 5.1.39. Class B38 (Oliver/4000 Wallace Secured Claim). The Plan Interest Rate for  
13 the Oliver/4000 Wallace Secured Claim shall be 4.00% per annum, and the Selling Period  
14 shall terminate on the first anniversary of the Effective Date.

15 5.1.40. Class B39 (Chase/2728 Sonoma Secured Claim). The Plan Interest Rate for  
16 the Chase/2728 Sonoma Secured Claim shall be 4.00% per annum, and the Selling Period  
17 shall terminate on the fifth anniversary of the Effective Date.

18 5.1.41. Class B40 (Chase/948 Kingwood Secured Claim). The Plan Interest Rate  
19 for the Chase/948 Kingwood Secured Claim shall be 4.80% per annum, and the Selling  
20 Period shall terminate on the fifth anniversary of the Effective Date. In addition to interest  
21 payments, notwithstanding any contrary terms of the Class B Protocols, the Trustee shall  
22 make monthly principal payments to Chase on account of this Secured Claim, following the  
23 Effective Date until sale or surrender of the collateral property, based upon a 40-year  
24 amortization.

25 5.1.42. Class B41 (Chase/2136 Franklin Secured Claim). The Plan Interest Rate for  
26 the Chase/2136 Franklin Secured Claim shall be 3.50% per annum, and the Selling Period  
27 shall terminate on the fifth anniversary of the Effective Date. In addition to interest  
28 payments, notwithstanding any contrary terms of the Class B Protocols, the Trustee shall

1 make monthly principal payments to Chase on account of this Secured Claim, following the  
2 Effective Date until sale or surrender of the collateral property, based upon a 30-year  
3 amortization.

4 5.1.43. Class B42 (Sterling/403 Chinn Secured Claim). The Plan Interest Rate for  
5 the Sterling/403 Chinn Secured Claim shall be 4.00% per annum, and the Selling Period shall  
6 terminate on the fifth anniversary of the Effective Date.

7 5.1.44. Class B43 (Chase/7170 Burnett Secured Claim). The Plan Interest Rate for  
8 the Chase/7170 Burnett Secured Claim shall be 4.80% per annum, and the Selling Period  
9 shall terminate on the fifth anniversary of the Effective Date. In addition to interest  
10 payments, notwithstanding any contrary terms of the Class B Protocols, the Trustee shall  
11 make monthly principal payments to Chase on account of this Secured Claim, following the  
12 Effective Date until sale or surrender of the collateral property, based upon a 40-year  
13 amortization.

14 5.1.45. Class B44 (Sterling/542 College Secured Claim). The Plan Interest Rate for  
15 the Sterling/542 College Secured Claim shall be 4.00% per annum, and the Selling Period  
16 shall terminate on the fifth anniversary of the Effective Date.

17 5.1.46. Class B45 (North Channel/820 Fifth Secured Claim). The Plan Interest Rate  
18 for the North Channel/820 Fifth Secured Claim shall be 4.00% per annum, and the Selling  
19 Period shall terminate on the fifth anniversary of the Effective Date.

20 5.1.47. Class B46 (North Channel/818 Fifth Secured Claim). The Plan Interest Rate  
21 for the North Channel/818 Fifth Secured Claim shall be 4.00% per annum, and the Selling  
22 Period shall terminate on the fifth anniversary of the Effective Date.

23 5.1.48. Class B47 (Keegan Family/1120-15<sup>th</sup> Secured Claim). The Plan Interest  
24 Rate for the Keegan Family/1120-15<sup>th</sup> Secured Claim shall be 4.00% per annum, and the  
25 Selling Period shall terminate on the fourth anniversary of the Effective Date.

26 5.1.49. Class B48 (Chase/525 Roseland Secured Claim). The Plan Interest Rate for  
27 the Chase/525 Roseland Secured Claim shall be 4.00% per annum, and the Selling Period  
28 shall terminate on the fifth anniversary of the Effective Date.

1           5.1.50. Class B49 (Sterling/849 Fifth Secured Claim). The Plan Interest Rate for  
2 the Sterling/849 Fifth Secured Claim shall be 4.00% per annum, and the Selling Period shall  
3 terminate on the fifth anniversary of the Effective Date.

4           5.1.51. Class B50 (North Coast/850 Fourth Secured Claim). The Plan Interest Rate  
5 for the North Coast/850 Fourth Secured Claim shall be 5.50% per annum, and the Selling  
6 Period shall terminate on the fifth anniversary of the Effective Date. For purposes of Class  
7 B50 only, the Class B Protocols shall be modified as follows: In the event of surrender by  
8 the Trustee, the 120-day foreclosure period referenced in subpart (a) of said protocols shall  
9 be deemed to be one hundred eighty (180) days. Except as expressly set forth in the Plan,  
10 North Coast's rights and interests with respect to its North Coast/850 Fourth Secured Claim  
11 and any Allowed Class H Claim shall not be modified or impaired. Notwithstanding any  
12 terms of the Class B Protocols to the contrary, the Trustee shall pay amortizing principal  
13 payments on account of the Allowed Class B50 Claim, as provided in underlying loan  
14 documentation, on a monthly basis.

15           5.1.52. Class B51 (Chase/915 Yuba Secured Claim). The Plan Interest Rate for the  
16 Chase/915 Yuba Secured Claim shall be 4.00% per annum, and the Selling Period shall  
17 terminate on the third anniversary of the Effective Date.

18           5.1.53. Class B52 (Chase/416 Macklyn Secured Claim). The Plan Interest Rate for  
19 the Chase/416 Macklyn Secured Claim shall be 4.80% per annum, and the Selling Period  
20 shall terminate on the fifth anniversary of the Effective Date. In addition to interest  
21 payments, notwithstanding any contrary terms of the Class B Protocols, the Trustee shall  
22 make monthly principal payments to Chase on account of this Secured Claim, following the  
23 Effective Date until sale or surrender of the collateral property, based upon a 40-year  
24 amortization.

25           5.1.54. Class B53 (Chase/2036 Linwood Secured Claim). The Plan Interest Rate  
26 for the Chase/2036 Linwood Secured Claim shall be 4.00% per annum, and the Selling  
27 Period shall terminate on the third anniversary of the Effective Date.

28           5.1.55. Class B54 (Chase/925 Yuba Secured Claim). The Plan Interest Rate for the

1 Chase/925 Yuba Secured Claim shall be 4.00% per annum, and the Selling Period shall  
2 terminate on the second anniversary of the Effective Date.

3 5.1.56. Class B55 (Chase/408 Calistoga Secured Claim). The Plan Interest Rate for  
4 the Chase/408 Calistoga Secured Claim shall be 4.00% per annum, and the Selling Period  
5 shall terminate on the fifth anniversary of the Effective Date.

6 5.1.57. Class B56 (Chase/7800 Hembree Secured Claim). The Plan Interest Rate  
7 for the Chase/7800 Hembree Secured Claim shall be 4.00% per annum, and the Selling  
8 Period shall terminate on the fifth anniversary of the Effective Date.

9 5.1.58. Class B57 (American AgCredit FLCA/Stony Point Alpha Secured Claim).  
10 The treatment of the American AgCredit FLCA/Stony Point Alpha Secured Claim shall be as  
11 set forth in this paragraph. To the extent that anything in this section is inconsistent with the  
12 terms of the Class B Protocols, the terms of this section shall govern as to such Claim. The  
13 Plan Interest Rate for such Claim shall be 5.00% per annum, commencing on the Effective  
14 Date, shall increase to 5.25% per annum one year after the Effective Date, and shall increase  
15 to 5.50% per annum two years after the Effective Date. The Selling Period shall terminate  
16 forty-two (42) months after the Effective Date. The first interest payment under the Class B  
17 Protocols shall be due on the tenth (10<sup>th</sup>) day of the first full calendar month following the  
18 Effective Date (e.g., if the Effective Date occurs during October, the first interest payment  
19 will be due on November 10). The interest rate applicable to such Claim shall be the non-  
20 default contract rate for all periods up to the Effective Date, and shall be the rate referenced  
21 earlier in this section for all periods on and after the Effective Date. To the extent that  
22 interest payments made by the Debtors prior to the Effective Date were less than the amount  
23 of non-default interest accrued on the loan from the Petition Date to the Effective Date, such  
24 shortfall shall be capitalized and added to the principal balance of such Claim as of the  
25 Effective Date, as shall reasonable attorneys' fees incurred by the holder of the Claim.  
26 Within thirty (30) days following the Effective Date, the holder of the Claim shall deliver  
27 notice to the Trustee of such holder's calculation of the amount of the Claim as of the  
28 Effective Date, fully detailed and itemized. If no objection to such calculation has been filed

1 by the Trustee within sixty (60) days following the Effective Date, such calculated amount  
2 shall constitute the Allowed Secured Claim of the holder. If interest is not timely paid as  
3 provided in this Plan, or a default shall otherwise occur with respect to the Claim under the  
4 terms of the Plan, the holder of the Claim shall be entitled to exercise such holder's legal  
5 rights and remedies as to the collateral property unless the Trustee has made such payment or  
6 cured such default within ten (10) days after the Trustee's receipt of written notice from such  
7 holder regarding such nonpayment or default; *provided* that if such default arises from the  
8 imposition of a lien on the collateral property, and such lien is junior in priority to the lien of  
9 the holder of the Claim, the imposition of such lien will not constitute a default if the lien is  
10 the subject of a bona fide dispute between the Trustee and the lienholder and the Trustee is  
11 using reasonable commercial efforts to contest the lien.

12 5.1.59. Class B58 (North Channel/2125 W. College Secured Claim). The Plan  
13 Interest Rate for the North Channel/2125 W. College Secured Claim shall be 4.00% per  
14 annum, and the Selling Period shall terminate on the second anniversary of the Effective  
15 Date.

16 5.1.60. Class B59 (Five Star/199 Calistoga Secured Claim). The Plan Interest Rate  
17 for the Five Star/199 Calistoga Secured Claim shall be 4.00% per annum, and the Selling  
18 Period shall terminate on the third anniversary of the Effective Date.

19 5.1.61. Class B60 (Palleschi-Brown/3131 Primrose Secured Claim). The Plan  
20 Interest Rate for the Palleschi-Brown/3131 Primrose Secured Claim shall be 4.00% per  
21 annum, and the Selling Period shall terminate on the fifth anniversary of the Effective Date.

22 5.1.62. Class B61 (Agnese Trust/Brooks Avenue Secured Claim). The Plan Interest  
23 Rate for the Agnese Trust/Brooks Avenue Secured Claim shall be 4.00% per annum, and the  
24 Selling Period shall terminate on the fifth anniversary of the Effective Date.

25 5.1.63. Class B62 (Chase/438 Orchard Secured Claim). The Plan Interest Rate for  
26 the Chase/438 Orchard Secured Claim shall be 4.00% per annum, and the Selling Period  
27 shall terminate on the fifth anniversary of the Effective Date.

28 5.1.64. Class B63 (Exchange/3310 Santa Rosa Secured Claim). The Plan Interest

1 Rate for the Exchange/3310 Santa Rosa Secured Claim shall be 4.50% per annum, and the  
2 Selling Period shall terminate on the third anniversary of the Effective Date.  
3 Notwithstanding any terms of the Class B Protocols to the contrary, the Trustee shall pay  
4 amortizing principal payments on account of the Allowed Class B63 Claim, as provided in  
5 underlying loan documentation, on a monthly basis to the extent of rents generated by the  
6 collateral property net of costs of maintenance, preservation, repairs, insurance, reasonable  
7 management fees, interest payments and accruing real property taxes.

8 5.1.65. Class B64 (Barbieri-Opperman/3470 Santa Rosa Secured Claim). The Plan  
9 Interest Rate for the Barbieri-Opperman/3470 Santa Rosa Secured Claim shall be 4.00% per  
10 annum, and the Selling Period shall terminate on the second anniversary of the Effective  
11 Date.

12 5.1.66. Class B65 (Agnese Trust/3579 Brooks Secured Claim). The Plan Interest  
13 Rate for the Agnese Trust/3579 Brooks Secured Claim shall be 4.00% per annum, and the  
14 Selling Period shall terminate on the second anniversary of the Effective Date.

15 5.1.67. Class B66 (Chase/3917 Stony Point Secured Claim). The Plan Interest Rate  
16 for the Chase/3917 Stony Point Secured Claim shall be 4.00% per annum, and the Selling  
17 Period shall terminate on the second anniversary of the Effective Date.

18 5.1.68. Class B67 (Viviani Trust/19297 East Highway Secured Claim). The Plan  
19 Interest Rate for the Viviani Trust/19297 East Highway Secured Claim shall be 4.00% per  
20 annum, and the Selling Period shall terminate on the fourth anniversary of the Effective Date.

21 5.1.69. Class B68A (American AgCredit FLCA/5000 Llano Secured Claim). The  
22 treatment of the American AgCredit FLCA/5000 Llano Secured Claim shall be as set forth in  
23 this paragraph. To the extent that anything in this section is inconsistent with the terms of the  
24 Class B Protocols, the terms of this section shall govern as to such Claim. The Plan Interest  
25 Rate for such Claim shall be 5.00% per annum, commencing on the Effective Date, shall  
26 increase to 5.25% per annum one year after the Effective Date, and shall increase to 5.50%  
27 per annum two years after the Effective Date. The Selling Period shall terminate thirty (30)  
28 months after the Effective Date. The first interest payment under the Class B Protocols shall

1 be due on the tenth (10<sup>th</sup>) day of the first full calendar month following the Effective Date  
2 (e.g., if the Effective Date occurs during October, the first interest payment will be due on  
3 November 10). The interest rate applicable to such Claim shall be the non-default contract  
4 rate for all periods up to the Effective Date, and shall be the rate referenced earlier in this  
5 section for all periods on and after the Effective Date. To the extent that interest payments  
6 made by the Debtors prior to the Effective Date were less than the amount of non-default  
7 interest accrued on the loan from the Petition Date to the Effective Date, such shortfall shall  
8 be capitalized and added to the principal balance of such Claim as of the Effective Date, as  
9 shall reasonable attorneys' fees incurred by the holder of the Claim. Within thirty (30) days  
10 following the Effective Date, the holder of the Claim shall deliver notice to the Trustee of  
11 such holder's calculation of the amount of the Claim as of the Effective Date, fully detailed  
12 and itemized. If no objection to such calculation has been filed by the Trustee within sixty  
13 (60) days following the Effective Date, such calculated amount shall constitute the Allowed  
14 Secured Claim of the holder. If interest is not timely paid as provided in this Plan, or a  
15 default shall otherwise occur with respect to the Claim under the terms of the Plan, the holder  
16 of the Claim shall be entitled to exercise such holder's legal rights and remedies as to the  
17 collateral property unless the Trustee has made such payment or cured such default within  
18 ten (10) days after the Trustee's receipt of written notice from such holder regarding such  
19 nonpayment or default; *provided* that if such default arises from the imposition of a lien on  
20 the collateral property, and such lien is junior in priority to the lien of the holder of the  
21 Claim, the imposition of such lien will not constitute a default if the lien is the subject of a  
22 bona fide dispute between the Trustee and the lienholder and the Trustee is using reasonable  
23 commercial efforts to contest the lien.

24 5.1.70. Class B68B (American AgCredit PCA/5000 Llano Secured Claim). The  
25 treatment of the American AgCredit PCA/5000 Llano Secured Claim shall be as set forth in  
26 this paragraph. To the extent that anything in this section is inconsistent with the terms of the  
27 Class B Protocols, the terms of this section shall govern as to such Claim. The Plan Interest  
28 Rate for such Claim shall be 5.00% per annum, commencing on the Effective Date, shall

1 increase to 5.25% per annum one year after the Effective Date, and shall increase to 5.50%  
2 per annum two years after the Effective Date. The Selling Period shall terminate thirty (30)  
3 months after the Effective Date. The first interest payment under the Class B Protocols shall  
4 be due on the tenth (10<sup>th</sup>) day of the first full calendar month following the Effective Date  
5 (e.g., if the Effective Date occurs during October, the first interest payment will be due on  
6 November 10). The interest rate applicable to such Claim shall be the non-default contract  
7 rate for all periods up to the Effective Date, and shall be the rate referenced earlier in this  
8 section for all periods on and after the Effective Date. To the extent that interest payments  
9 made by the Debtors prior to the Effective Date were less than the amount of non-default  
10 interest accrued on the loan from the Petition Date to the Effective Date, such shortfall shall  
11 be capitalized and added to the principal balance of such Claim as of the Effective Date, as  
12 shall reasonable attorneys' fees incurred by the holder of the Claim. Within thirty (30) days  
13 following the Effective Date, the holder of the Claim shall deliver notice to the Trustee of  
14 such holder's calculation of the amount of the Claim as of the Effective Date, fully detailed  
15 and itemized. If no objection to such calculation has been filed by the Trustee within sixty  
16 (60) days following the Effective Date, such calculated amount shall constitute the Allowed  
17 Secured Claim of the holder. If interest is not timely paid as provided in this Plan, or a  
18 default shall otherwise occur with respect to the Claim under the terms of the Plan, the holder  
19 of the Claim shall be entitled to exercise such holder's legal rights and remedies as to the  
20 collateral property unless the Trustee has made such payment or cured such default within  
21 ten (10) days after the Trustee's receipt of written notice from such holder regarding such  
22 nonpayment or default; *provided* that if such default arises from the imposition of a lien on  
23 the collateral property, and such lien is junior in priority to the lien of the holder of the  
24 Claim, the imposition of such lien will not constitute a default if the lien is the subject of a  
25 bona fide dispute between the Trustee and the lienholder and the Trustee is using reasonable  
26 commercial efforts to contest the lien.

27 5.1.71. Class B69 (Hayward Trust/836 Ripley Secured Claim). The Plan Interest  
28 Rate for the Hayward Trust/836 Ripley Secured Claim shall be 4.00% per annum, and the

1 Selling Period shall terminate on the fifth anniversary of the Effective Date.

2 5.1.72. Class B70 (Countrywide/1745 West Lake Secured Claim). The Plan  
3 Interest Rate for the Countrywide/1745 West Lake Secured Claim shall be 5.00% per annum,  
4 and the Selling Period shall terminate on the third anniversary of the Effective Date. For  
5 purposes of Class B70 only, the Class B Protocols shall be modified as follows: (a)  
6 concurrent with monthly interest payments required under such protocols, the Trustee shall  
7 also make monthly principal payments based on a 30-year amortization; and (b) in the event  
8 of surrender by the Trustee, the holder of such Claim shall not be entitled to assert any  
9 deficiency claim, whether under Class H or otherwise.

10 5.1.73. Class B71 (Ciraulo/28365 Old Redwood Secured Claim). The Plan Interest  
11 Rate for the Ciraulo/28365 Old Redwood Secured Claim shall be 4.00% per annum, and the  
12 Selling Period shall terminate on the third anniversary of the Effective Date. For purposes of  
13 Class B71 only, the Class B Protocols shall be modified as follows: (a) in the event of  
14 surrender and Ciraulo's election of the Release Option, distributions on account of Ciraulo's  
15 resulting Class H Claim will not be reduced by interest payments made to Ciraulo prior  
16 thereto, but such Claim shall be subject to challenge and objection by the Trustee on any  
17 grounds permitted by applicable law as to the amount of such Claim and any offsets  
18 applicable thereto, including without limitation, any objection that may pertain based upon  
19 such prior interest payments; and (b) the 120-day foreclosure period referenced in subpart (a)  
20 of said protocols shall be deemed to be one hundred eighty (180) days.

21 5.1.74. Class B72 (Sterling/801 Benton Secured Claim). The Plan Interest Rate for  
22 the Sterling/801 Benton Secured Claim shall be 4.00% per annum, and the Selling Period  
23 shall terminate on the fifth anniversary of the Effective Date.

24 5.1.75. Class B73 (Westamerica/411-E Secured Claim). The Plan Interest Rate for  
25 the Westamerica/411-E Secured Claim shall be 5.00% per annum, and the Selling Period  
26 shall terminate on the fifth anniversary of the Effective Date.

27 5.1.76. Class B74 (WFB/9810 Berry Secured Claim). The Plan Interest Rate for the  
28 WFB/9810 Berry Secured Claim shall be 4.00% per annum, and the Selling Period shall

1 terminate on the fifth anniversary of the Effective Date. The Class B Protocols shall be  
2 modified with respect to this subclass as follows: Concurrently with interest paid in  
3 accordance with the requirements of such protocols, the Trustee shall pay to the holder of the  
4 WFB/9810 Berry Secured Claim amortizing principal payments such that the total monthly  
5 payment of principal and interest on account of such Allowed Secured Claim shall be  
6 \$383.22.

7 5.1.77. Class B75 (Exchange/1899 Mendocino Secured Claim). The Plan Interest  
8 Rate for the Exchange/1899 Mendocino Secured Claim shall be 4.50% per annum, and the  
9 Selling Period shall terminate on the fifth anniversary of the Effective Date, *provided,*  
10 *however,* that in the event of the assumption of the underlying loan from Exchange Bank to  
11 the Debtors by a purchaser of the 1899 Mendocino Property, such purchaser shall assume  
12 such loan at the original contract interest rate of 6.375% per annum or such other rate as  
13 Exchange Bank and such purchaser may approve. Absent such assumption, the Plan Interest  
14 Rate of 4.50% per annum shall apply to the Class B75 Claim for all purposes, including  
15 without limitation the calculation of payoff amounts in the event of sale of the 1899  
16 Mendocino Property. Notwithstanding any terms of the Class B Protocols to the contrary,  
17 the Trustee shall pay amortizing principal payments on account of the Allowed Class B75  
18 Claim, as provided in underlying loan documentation, on a monthly basis to the extent of  
19 rents generated by the collateral property net of costs of maintenance, preservation, repairs,  
20 insurance, reasonable management fees, interest payments and accruing real property taxes.

21 5.1.78. Class B76 (North Valley/1615 Fulton Secured Claim). Notwithstanding any  
22 other terms of the Plan or the Class B Protocols, the following treatment shall apply to the  
23 North Valley/1615 Fulton Secured Claim only:

24 5.1.78.1. As of the Effective Date (if not sooner by virtue of a settlement  
25 agreement approved by the Bankruptcy Court), the Debtors shall execute a quitclaim  
26 deed conveying the entirety of the Debtors' interest in the 1615 Fulton Property to  
27 North Valley or its nominee, which quitclaim deed shall expressly preclude any  
28 representations or warranties, express or implied, of any kind, including without

1 limitation any representations or warranties as to title, fitness, clouds or  
2 encumbrances against title, or condition of property. North Valley shall accept  
3 delivery of such quitclaim deed if it can obtain acceptable title insurance that  
4 preserves its present priority lien position with respect to the 1615 Fulton Property,  
5 *provided* that if North Valley does not accept such quitclaim deed, then North Valley  
6 shall complete nonjudicial foreclosure on the 1615 Fulton Property no later than  
7 September 30, 2011 as to the Creditors' Trust's interest in the 1615 Fulton Property,  
8 or such later date as the Court may approve upon motion brought by North Valley for  
9 good cause shown other than as may result from North Valley's own delayed action  
10 or inaction.

11 5.1.78.2. The Trustee shall not seek to set aside the pledge, transfer or grant  
12 of security interest of or rights in mitigation credits by Carinalli Nature Preserve, LLC  
13 with respect to the 1615 Fulton Property, *provided* that a binding agreement has been  
14 reached among Carinalli Nature Preserve, LLC, the Committee, the Debtors and  
15 Kevin Carinalli as to the nature and impact of said pledges, transfers or grants. In the  
16 event that such agreement is not approved by the Bankruptcy Court prior to the  
17 Effective Date, it shall be deemed approved and ratified by the Trustee as of the  
18 Effective Date.

19 5.1.78.3. North Valley's General Unsecured Claim, Proof of Claim No. 144  
20 filed in the amount of \$3,071,698.60, shall be an Allowed Claim within Class H in  
21 the amount of \$2,171,698.60, and as soon as practicable following the Effective Date  
22 (if not earlier), NVB shall file an amended proof of claim which reflects such amount  
23 (the "Amended NVB Unsecured Claim"). Other than the Amended NVB Unsecured  
24 Claim, North Valley shall have no claim against the Estate or the Creditors' Trust.  
25 NVB shall retain all rights and obligations of a holder of a Class H Claim under the  
26 Plan with respect to the Amended NVB Unsecured Claim.

27 5.1.78.4. The Debtors and the Estate, on the one hand, and North Valley, on  
28 the other hand, shall be deemed to have entered into a complete and general mutual

1 releases of known and unknown claims between them as of the Effective Date, except  
2 that such release shall not affect the Amended NVB Unsecured Claim, which shall be  
3 deemed Allowed and not subject to later objection as of the Effective Date.

4 5.1.79. Class B77 (Hunter/1550 Hearn Secured Claim). The Plan Interest Rate for  
5 the Hunter/1550 Hearn Secured Claim shall be 4.00% per annum, and the Selling Period  
6 shall terminate on the second anniversary of the Effective Date.

7 5.1.80. Class B78 (Rubin/3548 Brooks Secured Claim). The Plan Interest Rate for  
8 the Rubin/3548 Brooks Secured Claim shall be 4.00% per annum, and the Selling Period  
9 shall terminate on the fifth anniversary of the Effective Date.

10 5.1.81. Class B79 (Rankin/4407 Petaluma Secured Claim). The Plan Interest Rate  
11 for the Rankin/4407 Petaluma Secured Claim shall be 4.00% per annum, and the Selling  
12 Period shall terminate on the fifth anniversary of the Effective Date.

13 5.1.82. Class B80 (Johnson-Henig/21837 Geyserville Secured Claim). The Plan  
14 Interest Rate for the Johnson-Henig/21837 Geyserville Secured Claim shall be 4.00% per  
15 annum, and the Selling Period shall terminate on the third anniversary of the Effective Date.

16 5.1.83. Class B81 (Chase/3109 Montgomery Secured Claim). The Plan Interest  
17 Rate for the Chase/3109 Montgomery Secured Claim shall be 4.00% per annum, and the  
18 Selling Period shall terminate on the fifth anniversary of the Effective Date.

19 5.1.84. Class B82 (WFB/3222 Piner Secured Claim). The WFB/3222 Piner  
20 Secured Claim shall be treated in accordance with the Class B Protocols as modified as set  
21 forth in the WFB/Piner Loans Term Sheet.

22 5.1.85. Class B83 (Countrywide/600 College Secured Claim). The Plan Interest  
23 Rate for the Countrywide/600 College Secured Claim shall be 4.50% per annum, and the  
24 Selling Period shall terminate on the fifth anniversary of the Effective Date. For purposes of  
25 Class B83 only, the Class B Protocols shall be modified as follows: (a) concurrent with  
26 monthly interest payments required under such protocols, the Trustee shall also make  
27 monthly principal payments based on a 30-year amortization; and (b) in the event of  
28 surrender by the Trustee, the holder of such Claim shall not be entitled to assert any

1 deficiency claim, whether under Class H or otherwise.

2 5.1.86. Class B84 (Exchange/1701 Santa Rosa Secured Claim). The Plan Interest  
3 Rate for the Exchange/1701 Santa Rosa Secured Claim shall be 4.50% per annum, and the  
4 Selling Period shall terminate on the fifth anniversary of the Effective Date, *provided,*  
5 *however,* that in the event of the assumption of the underlying loan from Exchange Bank to  
6 the Debtors by a purchaser of the 1701 Santa Rosa Property, such purchaser shall assume  
7 such loan at the original contract interest rate of 6.375% per annum or such other rate as  
8 Exchange Bank and such purchaser may approve. Absent such assumption, the Plan Interest  
9 Rate of 4.50% per annum shall apply to the Class B84 Claim for all purposes, including  
10 without limitation the calculation of payoff amounts in the event of sale of the 1701 Santa  
11 Rosa Property. Notwithstanding any terms of the Class B Protocols to the contrary, the  
12 Trustee shall pay amortizing principal payments on account of the Allowed Class B84 Claim,  
13 as provided in underlying loan documentation, on a monthly basis to the extent of rents  
14 generated by the collateral property net of costs of maintenance, preservation, repairs,  
15 insurance, reasonable management fees, interest payments and accruing real property taxes.

16 5.1.87. Class B85 (American AgCredit FLCA/Stony Point Beta Secured Claim).  
17 The treatment of the American AgCredit FLCA/Stony Point Beta Secured Claim shall be as  
18 set forth in this paragraph. To the extent that anything in this section is inconsistent with the  
19 terms of the Class B Protocols, the terms of this section shall govern as to such Claim. The  
20 Plan Interest Rate for such Claim shall be 5.00% per annum, commencing on the Effective  
21 Date, shall increase to 5.25% per annum one year after the Effective Date, and shall increase  
22 to 5.50% per annum two years after the Effective Date. The Selling Period shall terminate  
23 forty-two (42) months after the Effective Date. The first interest payment under the Class B  
24 Protocols shall be due on the tenth (10<sup>th</sup>) day of the first full calendar month following the  
25 Effective Date (e.g., if the Effective Date occurs during October, the first interest payment  
26 will be due on November 10). The interest rate applicable to such Claim shall be the non-  
27 default contract rate for all periods up to the Effective Date, and shall be the rate referenced  
28 earlier in this section for all periods on and after the Effective Date. To the extent that

1 interest payments made by the Debtors prior to the Effective Date were less than the amount  
2 of non-default interest accrued on the loan from the Petition Date to the Effective Date, such  
3 shortfall shall be capitalized and added to the principal balance of such Claim as of the  
4 Effective Date, as shall reasonable attorneys' fees incurred by the holder of the Claim.  
5 Within thirty (30) days following the Effective Date, the holder of the Claim shall deliver  
6 notice to the Trustee of such holder's calculation of the amount of the Claim as of the  
7 Effective Date, fully detailed and itemized. If no objection to such calculation has been filed  
8 by the Trustee within sixty (60) days following the Effective Date, such calculated amount  
9 shall constitute the Allowed Secured Claim of the holder. If interest is not timely paid as  
10 provided in this Plan, or a default shall otherwise occur with respect to the Claim under the  
11 terms of the Plan, the holder of the Claim shall be entitled to exercise such holder's legal  
12 rights and remedies as to the collateral property unless the Trustee has made such payment or  
13 cured such default within ten (10) days after the Trustee's receipt of written notice from such  
14 holder regarding such nonpayment or default; *provided* that if such default arises from the  
15 imposition of a lien on the collateral property, and such lien is junior in priority to the lien of  
16 the holder of the Claim, the imposition of such lien will not constitute a default if the lien is  
17 the subject of a bona fide dispute between the Trustee and the lienholder and the Trustee is  
18 using reasonable commercial efforts to contest the lien.

19 5.1.88. Class B86 (Five Star/1375 West Secured Claim). The Plan Interest Rate for  
20 the Five Star/1375 West Secured Claim shall be 4.00% per annum, and the Selling Period  
21 shall terminate on the third anniversary of the Effective Date.

22 5.1.89. Class B87 (American AgCredit FLCA/Stony Point Gamma Secured Claim).  
23 The treatment of the American AgCredit FLCA/Stony Point Gamma Secured Claim shall be  
24 as set forth in this paragraph. To the extent that anything in this section is inconsistent with  
25 the terms of the Class B Protocols, the terms of this section shall govern as to such Claim.  
26 The Plan Interest Rate for such Claim shall be 5.00% per annum, commencing on the  
27 Effective Date, shall increase to 5.25% per annum one year after the Effective Date, and shall  
28 increase to 5.50% per annum two years after the Effective Date. The Selling Period shall

1 terminate forty-two (42) months after the Effective Date. The first interest payment under  
2 the Class B Protocols shall be due on the tenth (10<sup>th</sup>) day of the first full calendar month  
3 following the Effective Date (e.g., if the Effective Date occurs during October, the first  
4 interest payment will be due on November 10). The interest rate applicable to such Claim  
5 shall be the non-default contract rate for all periods up to the Effective Date, and shall be the  
6 rate referenced earlier in this section for all periods on and after the Effective Date. To the  
7 extent that interest payments made by the Debtors prior to the Effective Date were less than  
8 the amount of non-default interest accrued on the loan from the Petition Date to the Effective  
9 Date, such shortfall shall be capitalized and added to the principal balance of such Claim as  
10 of the Effective Date, as shall reasonable attorneys' fees incurred by the holder of the Claim.  
11 Within thirty (30) days following the Effective Date, the holder of the Claim shall deliver  
12 notice to the Trustee of such holder's calculation of the amount of the Claim as of the  
13 Effective Date, fully detailed and itemized. If no objection to such calculation has been filed  
14 by the Trustee within sixty (60) days following the Effective Date, such calculated amount  
15 shall constitute the Allowed Secured Claim of the holder. If interest is not timely paid as  
16 provided in this Plan, or a default shall otherwise occur with respect to the Claim under the  
17 terms of the Plan, the holder of the Claim shall be entitled to exercise such holder's legal  
18 rights and remedies as to the collateral property unless the Trustee has made such payment or  
19 cured such default within ten (10) days after the Trustee's receipt of written notice from such  
20 holder regarding such nonpayment or default; *provided* that if such default arises from the  
21 imposition of a lien on the collateral property, and such lien is junior in priority to the lien of  
22 the holder of the Claim, the imposition of such lien will not constitute a default if the lien is  
23 the subject of a bona fide dispute between the Trustee and the lienholder and the Trustee is  
24 using reasonable commercial efforts to contest the lien.

25 5.1.90. Class B88 (Chase/9828 Berry Secured Claim). The Plan Interest Rate for  
26 the Chase/9828 Berry Secured Claim shall be 3.50% per annum, and the Selling Period shall  
27 terminate on the fifth anniversary of the Effective Date. In addition to interest payments,  
28 notwithstanding any contrary terms of the Class B Protocols, the Trustee shall make monthly

1 principal payments to Chase on account of this Secured Claim, following the Effective Date  
2 until sale or surrender of the collateral property, based upon a 30-year amortization.

3 5.1.91. Class B89 (WFB/9850 Berry Secured Claim). The Plan Interest Rate for the  
4 WFB/9850 Berry Secured Claim shall be 4.00% per annum, and the Selling Period shall  
5 terminate on the fifth anniversary of the Effective Date. The Class B Protocols shall be  
6 modified with respect to this subclass as follows: Concurrently with interest paid in  
7 accordance with the requirements of such protocols, the Trustee shall pay to the holder of the  
8 WFB/9850 Berry Secured Claim amortizing principal payments such that the total monthly  
9 payment of principal and interest on account of such Allowed Secured Claim shall be  
10 \$403.89.

11 5.1.92. Class B90 (WFB/9870 Berry Secured Claim). The Plan Interest Rate for the  
12 WFB/9870 Berry Secured Claim shall be 4.00% per annum, and the Selling Period shall  
13 terminate on the fifth anniversary of the Effective Date. The Class B Protocols shall be  
14 modified with respect to this subclass as follows: Concurrently with interest paid in  
15 accordance with the requirements of such protocols, the Trustee shall pay to the holder of the  
16 WFB/9870 Berry Secured Claim amortizing principal payments such that the total monthly  
17 payment of principal and interest on account of such Allowed Secured Claim shall be  
18 \$383.44.

19 5.1.93. Class B91 (Sterling/840 Third Secured Claim). The Plan Interest Rate for  
20 the 840 Third Secured Claim shall be 4.00% per annum, and the Selling Period shall  
21 terminate on the fifth anniversary of the Effective Date.

22 5.1.94. Class B92 (Chase/904 Kingwood Secured Claim). The Plan Interest Rate  
23 for the 904 Kingwood Secured Claim shall be 4.80% per annum, and the Selling Period shall  
24 terminate on the fifth anniversary of the Effective Date. In addition to interest payments,  
25 notwithstanding any contrary terms of the Class B Protocols, the Trustee shall make monthly  
26 principal payments to Chase on account of this Secured Claim, following the Effective Date  
27 until sale or surrender of the collateral property, based upon a 40-year amortization.

28 5.1.95. Class B93 (Chase/905 Kingwood Secured Claim). The Plan Interest Rate

1 for the 905 Kingwood Secured Claim shall be 4.80% per annum, and the Selling Period shall  
2 terminate on the fifth anniversary of the Effective Date. In addition to interest payments,  
3 notwithstanding any contrary terms of the Class B Protocols, the Trustee shall make monthly  
4 principal payments to Chase on account of this Secured Claim, following the Effective Date  
5 until sale or surrender of the collateral property, based upon a 40-year amortization.

6 5.1.96. Class B94 (Chase/906 Kingwood Secured Claim). The Plan Interest Rate  
7 for the 906 Kingwood Secured Claim shall be 4.80% per annum, and the Selling Period shall  
8 terminate on the fifth anniversary of the Effective Date. In addition to interest payments,  
9 notwithstanding any contrary terms of the Class B Protocols, the Trustee shall make monthly  
10 principal payments to Chase on account of this Secured Claim, following the Effective Date  
11 until sale or surrender of the collateral property, based upon a 40-year amortization.

12 5.1.97. Class B95 (Chase/914 Kingwood Secured Claim). The Plan Interest Rate  
13 for the 914 Kingwood Secured Claim shall be 4.80% per annum, and the Selling Period shall  
14 terminate on the fifth anniversary of the Effective Date. In addition to interest payments,  
15 notwithstanding any contrary terms of the Class B Protocols, the Trustee shall make monthly  
16 principal payments to Chase on account of this Secured Claim, following the Effective Date  
17 until sale or surrender of the collateral property, based upon a 40-year amortization.

18 5.1.98. Class B96 (Chase/918 Kingwood Secured Claim). The Plan Interest Rate  
19 for the 918 Kingwood Secured Claim shall be 4.80% per annum, and the Selling Period shall  
20 terminate on the fifth anniversary of the Effective Date. In addition to interest payments,  
21 notwithstanding any contrary terms of the Class B Protocols, the Trustee shall make monthly  
22 principal payments to Chase on account of this Secured Claim, following the Effective Date  
23 until sale or surrender of the collateral property, based upon a 40-year amortization.

24 5.1.99. Class B97 (Chase/920 Kingwood Secured Claim). The Plan Interest Rate  
25 for the 920 Kingwood Secured Claim shall be 4.80% per annum, and the Selling Period shall  
26 terminate on the fifth anniversary of the Effective Date. In addition to interest payments,  
27 notwithstanding any contrary terms of the Class B Protocols, the Trustee shall make monthly  
28 principal payments to Chase on account of this Secured Claim, following the Effective Date

1 until sale or surrender of the collateral property, based upon a 40-year amortization.

2 5.1.100. Class B98 (BNYMellon/838 Fifth Secured Claim). The Plan Interest Rate  
3 for the 838 Fifth Secured Claim shall be 4.00% per annum, and the Selling Period shall  
4 terminate on the fifth anniversary of the Effective Date.

5 5.1.101. Class B99 (Chase/840 Fifth Secured Claim). The Plan Interest Rate for the  
6 840 Fifth Secured Claim shall be 3.50% per annum, and the Selling Period shall terminate on  
7 the fifth anniversary of the Effective Date. In addition to interest payments, notwithstanding  
8 any contrary terms of the Class B Protocols, the Trustee shall make monthly principal  
9 payments to Chase on account of this Secured Claim, following the Effective Date until sale  
10 or surrender of the collateral property, based upon a 30-year amortization.

11 5.1.102. Class B100 (Chase/950 Kingwood Secured Claim). The Plan Interest Rate  
12 for the 950 Kingwood Secured Claim shall be 4.80% per annum, and the Selling Period shall  
13 terminate on the fifth anniversary of the Effective Date. In addition to interest payments,  
14 notwithstanding any contrary terms of the Class B Protocols, the Trustee shall make monthly  
15 principal payments to Chase on account of this Secured Claim, following the Effective Date  
16 until sale or surrender of the collateral property, based upon a 40-year amortization.

17 5.1.103. Class B101 (Countrywide/1002 Orchard Secured Claim). The Plan Interest  
18 Rate for the 1002 Orchard Secured Claim shall be 4.50% per annum, and the Selling Period  
19 shall terminate on the fifth anniversary of the Effective Date. For purposes of Class B101  
20 only, the Class B Protocols shall be modified as follows: (a) concurrent with monthly  
21 interest payments required under such protocols, the Trustee shall also make monthly  
22 principal payments based on a 30-year amortization; and (b) in the event of surrender by the  
23 Trustee, the holder of such Claim shall not be entitled to assert any deficiency claim, whether  
24 under Class H or otherwise.

25 5.1.104. Class B102 (Five Star/2863 West Steele Secured Claim). The Plan Interest  
26 Rate for the 2863 West Steele Secured Claim shall be 4.00% per annum, and the Selling  
27 Period shall terminate on the fifth anniversary of the Effective Date.

28 5.1.105. Class B103 (Polley/3130 Piner Secured Claim). The Plan Interest Rate for

1 the Polley/3130 Piner Secured Claim shall be as provided in the loan documents underlying  
2 said Claim, and the Class B Protocols shall be modified as to the Polley/3130 Piner Secured  
3 Claim in the following respects:

4 5.1.105.1. Until timely exercise or expiration of the option granted by the  
5 Debtors to Cinque, an optionee of the 3130 Piner Property, all payments to Polley  
6 required under said loan documents or this Section 5.1.105 shall be made by Cinque,  
7 pursuant to Cinque’s contractual obligations to the Trustee as successor in interest,  
8 and not by the Trustee except in her sole discretion;

9 5.1.105.2. In the event that said option expires or is terminated without  
10 exercise prior to end of the Selling Period, the Trustee shall thereafter either (a)  
11 surrender the 3130 Piner Property to Polley, in accordance with the terms of subpart  
12 (a) of the Class B Protocols, or (b) make all payments required under said loan  
13 documents or this Section 5.1.105 until sale, surrender or expiration of the Selling  
14 Period; and

15 5.1.105.3. The Selling Period shall terminate on the fifth anniversary of the  
16 Effective Date.

17 5.1.106. Class B104 (Keegan-Keegan/1120-15<sup>th</sup> Secured Claim). The Plan Interest  
18 Rate for the Keegan-Keegan/1120-15<sup>th</sup> Secured Claim shall be 4.00% per annum, and the  
19 Selling Period shall terminate on the fourth anniversary of the Effective Date.

20 5.2. Class C (Secured Claims – Junior Liens). All Allowed Secured Claims within Class  
21 C shall be treated as follows: Subject to the provisions of each subsection below affecting a  
22 particular subclass, the holders of each Allowed Secured Claim within Class C shall provide written  
23 notice (the “Election Notice”) to the Debtors made on the face of a signed and timely submitted  
24 Ballot, in accordance with instructions provided with the Disclosure Statement, of such holders’  
25 election to accept one of the following treatments, in accordance with the provisions of Section 1.4  
26 of this Plan: (a) non-judicial foreclosure sale by such holders upon their collateral pursuant to valid  
27 and enforceable powers of sale and rights of foreclosure under applicable loan documentation, to be  
28 completed prior to the Effective Date (the “Foreclosure Option”); or (b) release and discharge of all

1 liens and security interests of such holders in such collateral as of the Effective Date, and assertion  
2 of a general unsecured claim within Class H for the full amount of such holders' Claim (the "Release  
3 Option"); subject to each of the following provisos:

4 (i) If as to a particular subclass (i.e., Class C1, Class C2, etc.) no Election Notice  
5 is effectively made, pursuant to the provisions of Section 1.4 of this Plan, then that subclass  
6 shall be deemed to have elected the Foreclosure Option;

7 (ii) In the event that a subclass elects the Release Option, holders within such  
8 subclass may, as the case may be, timely file a proof of claim or amend a proof of claim  
9 timely filed in the Chapter 11 Case within Class H in order to account for any Claim to which  
10 such holders are entitled under enforceable and applicable law, *provided* that such proof of  
11 claim or amended proof of claim is filed with the Court and served upon the Trustee on or  
12 before the Deficiency Claim Deadline;

13 (iii) In the event that a subclass timely elects, or is deemed hereunder to have  
14 elected, the Foreclosure Option, but does not complete its foreclosure sale prior to the  
15 Effective Date, then the Estate shall quitclaim to the holders of Allowed Secured Claims in  
16 such subclass the collateral property encumbered by such Secured Claims as of the Effective  
17 Date, without representation or warranty, in which event such holders shall not hold or assert  
18 an Unsecured Claim against the Creditors' Trust or the Estate for any deficiency or guarantee  
19 claim related to such Allowed Secured Claim, regardless of whether applicable bankruptcy or  
20 non-bankruptcy law would otherwise permit or recognize such claim; and

21 (iv) The Debtors or the Trustee, as the case may be, may obtain orders of the  
22 Court deeming quitclaim transfers by the Estate or, as applicable, releases of liens in favor of  
23 the Creditors' Trust, valid and effective as of the Effective Date, upon five (5) Business  
24 Days' notice to affected holders of Allowed Secured Claims within this Class.

25 The foregoing shall apply to the following classes, as follows:

26 5.2.1. Class C1 (Bertolone/3524 Mendocino Secured Claim). The terms of  
27 Section 5.2 above shall apply to the Bertolone/3524 Mendocino Secured Claim without  
28 modification.

1           5.2.2. Class C2 (Garaventa/3990 Wallace Secured Claim). The terms of Section 5.2  
2 above shall apply to the Garaventa/3990 Wallace Secured Claim without modification.

3           5.2.3. Class C3 (Keegan-Coppin/819 Fourth Secured Claim). The terms of  
4 Section 5.2 above shall apply to the Keegan-Coppin/819 Fourth Secured Claim without  
5 modification.

6           5.2.4. [INTENTIONALLY OMITTED].

7           5.2.5. Classes C5(A) (R.W. Oliver Trust/104 Shiloh Secured Claim), C5(B)  
8 (Johnson-Schaal Trusts/104 Shiloh Secured Claim, Class C6(A) (R.W. Oliver Trust/170  
9 Shiloh Secured Claim), Class C6(B) (Johnson-Schaal Trusts/170 Shiloh Secured Claim),  
10 Class C7(A) (R.W. Oliver Trust/180 Shiloh Secured Claim) and Class C7(B) (Johnson-  
11 Schaal Trusts/180 Shiloh Secured Claim). The terms of Section 5.2 above shall apply to the  
12 Allowed Secured Claims within Classes C5(A), C5(B), C6(A), C6(B), C7(A) and C7(B)  
13 subject to the following:

14           5.2.5.1. The holders of Allowed Secured Claims in all six such classes  
15 must elect the same option, in accordance with the provisions of Section 1.4 of this  
16 Plan, and if there is a conflict among such elections, then all six such classes shall be  
17 deemed to have elected the Foreclosure Option.

18           5.2.5.2. Under the Foreclosure Option, if a foreclosure sale with respect to  
19 any of the three affected collateral properties, the 104 Shiloh Property, the 170 Shiloh  
20 Property or the 180 Shiloh Property, is not timely completed, then the quitclaim  
21 provided in Section 5.2(iii) above shall convey title to the holders of the junior-most  
22 liens encumbering such collateral property.

23           5.3. Class D (Secured Claims – Overencumbered). All Allowed Secured Claims within  
24 Class D shall be treated as follows: Subject to the provisions of each subsection below affecting a  
25 particular subclass, the holders of each Allowed Secured Claim within Class D shall provide the  
26 Election Notice to the Debtors made on the face of a signed and timely submitted Ballot, in  
27 accordance with instructions provided with the Disclosure Statement, of such holders' election to  
28 accept one of the following treatments, in accordance with the provisions of Section 1.4 of this Plan:

1 (a) a quitclaim by the Estate to the holders of Allowed Secured Claims in such subclass of the  
2 collateral property encumbered by such Secured Claims as of the Effective Date, without  
3 representation or warranty, in which event such holders shall not hold or assert an Unsecured Claim  
4 against the Creditors' Trust or the Estate for any deficiency or guarantee claim related to such  
5 Allowed Secured Claim, regardless of whether applicable bankruptcy or non-bankruptcy law would  
6 otherwise permit or recognize such claim (the "Transfer Option"); (b) the Foreclosure Option; (c) the  
7 Release Option; or (d) treatment under the Class D Protocols (as defined in Exhibit "A" attached  
8 hereto) (the "Protocols Option"); subject to each of the following provisos:

9 (i) If as to a particular subclass (i.e., Class D1, Class D2, etc.) no Election Notice  
10 is effectively made, pursuant to the provisions of Section 1.4 of this Plan, then that subclass  
11 shall be deemed to have elected the Transfer Option;

12 (ii) In the event that a subclass elects the Release Option, holders within such  
13 subclass may, as the case may be, timely file a proof of claim or amend a proof of claim  
14 timely filed in the Chapter 11 Case within Class H in order to account for any Claim to which  
15 such holders are entitled under enforceable and applicable law, *provided* that such proof of  
16 claim or amended proof of claim is filed with the Court and served upon the Trustee on or  
17 before the Deficiency Claim Deadline;

18 (iii) In the event that a subclass timely elects the Foreclosure Option, but does not  
19 complete its foreclosure sale prior to the Effective Date, then the Estate shall quitclaim to the  
20 holders of Allowed Secured Claims in such subclass the collateral property encumbered by  
21 such Secured Claims as of the Effective Date, without representation or warranty, in which  
22 event such holders shall not hold or assert an Unsecured Claim against the Creditors' Trust or  
23 the Estate for any deficiency or guarantee claim related to such Allowed Secured Claim,  
24 regardless of whether applicable bankruptcy or non-bankruptcy law would otherwise permit  
25 or recognize such claim; and

26 (iv) The Debtors or the Trustee, as the case may be, may obtain orders of the  
27 Court deeming quitclaim transfers by the Estate or, as applicable, releases of liens in favor of  
28 the Creditors' Trust, valid and effective as of the Effective Date, upon five (5) Business

1 Days' notice to affected holders of Allowed Secured Claims within this Class.

2 To the extent that a subclass elects the Protocols Option, then the Class D Protocols shall apply to  
3 the Secured Claim within such subclass, subject to the following:

4 5.3.1. Class D1 (USBank/947 Yuba Secured Claim). USBank is deemed to have  
5 elected the Foreclosure Option with respect to the USBank/947 Yuba Secured Claim,  
6 *provided* that USBank is not required to complete its nonjudicial foreclosure sale prior to the  
7 Effective Date, and instead, USBank shall prosecute and complete its nonjudicial foreclosure  
8 rights promptly, diligently and without undue delay, absent which, upon an order of the  
9 Bankruptcy Court granting a motion brought by the Trustee demonstrating that Summit Bank  
10 has failed to do so, the Trustee shall quitclaim to USBank the 947 Yuba Property pursuant to  
11 the terms of Section 5.3(iii) of the Plan.

12 5.3.2. Class D2 (North Coast/2074 Armory Secured Claim). North Coast is deemed  
13 to have elected the Foreclosure Option with respect to North Coast/2074 Armory Secured  
14 Claim, *provided* that North Coast shall have until February 28, 2011 to complete a  
15 foreclosure sale with respect to the 2074 Armory Property, after which (if such sale has not  
16 been completed), the quitclaim provisions of Section 5.2(iii) of the Plan shall apply; and  
17 *provided* further that at any time prior to completion of said foreclosure sale, the Trustee and  
18 North Coast may agree, each in their sole discretion, upon the transfer of such property  
19 pursuant to a quitclaim deed substantially in the form described in said Section 5.2(iii) of the  
20 Plan. Except as expressly set forth in the Plan, North Coast's rights and interests with respect  
21 to its North Coast/2074 Armory Secured Claim shall not be modified or impaired.

22 5.3.3. Class D3 (Barbosa Trust/13019 Crest Secured Claim) The Release Price of  
23 the 13019 Crest Property shall be \$50,000, the Plan Interest Rate shall be 4.00% per annum,  
24 and the Selling Period for such property shall terminate on the second anniversary of the  
25 Effective Date.

26 5.3.4. Class D4 (BNYMellon/4235 Miles Secured Claim). BNYMellon is deemed  
27 to have elected the Foreclosure Option with respect to the BNYMellon/4235 Miles Secured  
28 Claim, *provided* that BNYMellon is not required to complete its nonjudicial foreclosure sale

1 prior to the Effective Date, and instead, BNYMellon shall prosecute and complete its  
2 nonjudicial foreclosure rights promptly, diligently and without undue delay, absent which,  
3 upon an order of the Bankruptcy Court granting a motion brought by the Trustee  
4 demonstrating that BNYMellon has failed to do so, the Trustee shall quitclaim to  
5 BNYMellon the 4235 Miles Property pursuant to the terms of Section 5.3(iii) of the Plan.

6 5.3.5. Class D5 (Hindley-Scheibel/6235 Dry Creek Secured Claim) The Release  
7 Price of the 6235 Dry Creek Property shall be \$150,000, the Plan Interest Rate shall be  
8 4.00% per annum, and the Selling Period for such property shall terminate on the fourth  
9 anniversary of the Effective Date.

10 5.3.6. Class D6 (North Valley/2727 Dutton Secured Claim). North Valley shall be  
11 conclusively presumed to have elected the Foreclosure Option with respect to the North  
12 Valley/2727 Dutton Secured Claim. Under the provisions of Section 5.3(iii), North Valley  
13 shall have until the one-hundred-twentieth (120<sup>th</sup>) day following the Effective Date, or such  
14 later date as the Court may approve upon motion brought by North Valley for good cause  
15 shown other than as may result from North Valley's own delayed action or inaction, in order  
16 to complete its foreclosure, absent which the Trustee shall quitclaim to North Valley the  
17 2727 Dutton Property pursuant to the terms of said Section 5.3(iii). The Foreclosure Option  
18 shall permit either non-judicial foreclosure or judicial foreclosure. Notwithstanding any  
19 other provisions of the Plan, neither the Trustee nor the Creditors' Trust shall have any  
20 responsibility or obligation to manage, repair, preserve, insure or otherwise maintain the  
21 2727 Dutton Property, or make any payments (including taxes) on account thereof, at any  
22 time on or after the Effective Date, regardless of the disposition of such property as a  
23 Transfer Asset.

24 5.3.7. Class D7 (Acciari Trust/5327 Tewa Secured Claim) The Release Price of the  
25 5327 Tewa Property shall be \$100,000, the Plan Interest Rate shall be 4.00% per annum, and  
26 the Selling Period for such property shall terminate on the fifth anniversary of the Effective  
27 Date.

28 5.3.8. Class D8 (Countrywide/8590 Alden Secured Claim). Countrywide is deemed

1 to have elected the Foreclosure Option with respect to the Countrywide/8590 Alden Secured  
2 Claim, *provided* that Countrywide is not required to complete its nonjudicial foreclosure sale  
3 prior to the Effective Date, and instead, Countrywide shall prosecute and complete its  
4 nonjudicial foreclosure rights promptly, diligently and without undue delay, absent which,  
5 upon an order of the Bankruptcy Court granting a motion brought by the Trustee  
6 demonstrating that Countrywide has failed to do so, the Trustee shall quitclaim to  
7 Countrywide the 8590 Alden Property pursuant to the terms of Section 5.3(iii) of the Plan.

8 5.3.9. Class D9 (Countrywide/8602 Alden Secured Claim). Countrywide is deemed  
9 to have elected the Foreclosure Option with respect to the Countrywide/8602 Alden Secured  
10 Claim, *provided* that Countrywide is not required to complete its nonjudicial foreclosure sale  
11 prior to the Effective Date, and instead, Countrywide shall prosecute and complete its  
12 nonjudicial foreclosure rights promptly, diligently and without undue delay, absent which,  
13 upon an order of the Bankruptcy Court granting a motion brought by the Trustee  
14 demonstrating that Countrywide has failed to do so, the Trustee shall quitclaim to  
15 Countrywide the 8620 Alden Property pursuant to the terms of Section 5.3(iii) of the Plan.

16 5.3.10. Class D10 (Napa Community/707 Bellevue Secured Claim). Notwithstanding  
17 the foregoing, the terms of the settlement agreement between the Debtors, Napa Community  
18 and other persons, approved by the Bankruptcy Court by its order entered on May 26, 2010,  
19 is hereby incorporated into the Plan, and the Trustee and Napa Community shall be bound  
20 thereby. Notwithstanding any other provisions of the Plan, neither the Trustee nor the  
21 Creditors' Trust shall have any responsibility or obligation to manage, repair, preserve, insure  
22 or otherwise maintain the 707 Bellevue Property, or make any payments (including taxes) on  
23 account thereof, at any time on or after the Effective Date, regardless of the disposition of  
24 such property as a Transfer Asset.

25 5.3.11. Class D11 (Henig PSP/3615 Vista Secured Claim) The Release Price of the  
26 3615 Vista Property shall be \$50,000, the Plan Interest Rate shall be 4.00% per annum, and  
27 the Selling Period for such property shall terminate on the fifth anniversary of the Effective  
28 Date.

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5.3.12. Class D12 (Napa Community/2960 Stony Point Secured Claim).

Notwithstanding the foregoing, the terms of the settlement agreement between the Debtors, Napa Community and other persons, approved by the Bankruptcy Court by its order entered on May 26, 2010, is hereby incorporated into the Plan, and the Trustee and Napa Community shall be bound thereby. Notwithstanding any other provisions of the Plan, neither the Trustee nor the Creditors' Trust shall have any responsibility or obligation to manage, repair, preserve, insure or otherwise maintain the 2960 Stony Point Property, or make any payments (including taxes) on account thereof, at any time on or after the Effective Date, regardless of the disposition of such property as a Transfer Asset.

5.3.13. Class D13 (Brekke Pension/3136 Edgewood Secured Claim)

The Release Price of the 3136 Edgewood Property shall be \$100, the Plan Interest Rate shall be 4.00% per annum, and the Selling Period for such property shall terminate on the second anniversary of the Effective Date.

5.3.14. Class D14 (USBank/9515 Graton Secured Claim).

USBank is deemed to have elected the Foreclosure Option with respect to the USBank/9515 Graton Secured Claim, *provided* that USBank is not required to complete its nonjudicial foreclosure sale prior to the Effective Date, and instead, USBank shall prosecute and complete its nonjudicial foreclosure rights promptly, diligently and without undue delay, absent which, upon an order of the Bankruptcy Court granting a motion brought by the Trustee demonstrating that USBank has failed to do so, the Trustee shall quitclaim to USBank the 9515 Graton Property pursuant to the terms of Section 5.3(iii) of the Plan.

5.3.15. Class D15 (Savings Mendocino/3422 Santa Rosa Secured Claim).

The Release Price of the 3422 Santa Rosa Property shall be \$1,200,000, the Plan Interest Rate shall be 4.00% per annum, and the Selling Period for such property shall terminate on the second anniversary of the Effective Date.

5.3.16. Class D16 (BNYMellon/2225 Burbank Secured Claim).

BNYMellon is deemed to have elected the Foreclosure Option with respect to the BNYMellon/2225 Burbank Secured Claim, *provided* that BNYMellon is not required to complete its

1 nonjudicial foreclosure sale prior to the Effective Date, and instead, BNYMellon shall  
2 prosecute and complete its nonjudicial foreclosure rights promptly, diligently and without  
3 undue delay, absent which, upon an order of the Bankruptcy Court granting a motion brought  
4 by the Trustee demonstrating that BNYMellon has failed to do so, the Trustee shall quitclaim  
5 to BNYMellon the 2225 Burbank Property pursuant to the terms of Section 5.3(iii) of the  
6 Plan.

7 5.3.17. Class D17 (Pensco-Opperman/120 Scenic Secured Claim). The Release Price  
8 of the 120 Scenic Property shall be \$500,000, the Plan Interest Rate shall be 4.00% per  
9 annum, and the Selling Period for such property shall terminate on the second anniversary of  
10 the Effective Date.

11 5.3.18. Class D18 (Mead Clark PSP/Sage Creek Alpha Secured Claim).  
12 Notwithstanding the foregoing, the terms of the settlement agreement between the Debtors,  
13 and Mead Clark PSP, approved by the Bankruptcy Court by its order entered on June 21,  
14 2010, is hereby incorporated into the Plan, and the Trustee and Mead Clark PSP shall be  
15 bound thereby. Notwithstanding any other provisions of the Plan, neither the Trustee nor the  
16 Creditors' Trust shall have any responsibility or obligation to manage, repair, preserve, insure  
17 or otherwise maintain the Sage Creek Alpha Property, or make any payments (including  
18 taxes) on account thereof, at any time on or after the Effective Date, regardless of the  
19 disposition of such property as a Transfer Asset.

20 5.3.19. Class D19 (Smith-Johnson/Sage Creek Beta Secured Claim). The Release  
21 Price of the Sage Creek Beta Property shall be \$1,150,000, the Plan Interest Rate shall be  
22 4.00% per annum, and the Selling Period for such property shall terminate on the second  
23 anniversary of the Effective Date.

24 5.3.20. Class D20(Johnson PSP/2800 Francisco Secured Claim). The Release Price  
25 of the 2800 Francisco Property shall be \$150,000, the Plan Interest Rate shall be 4.00% per  
26 annum, and the Selling Period for such property shall terminate on the fourth anniversary of  
27 the Effective Date.

28 5.3.21. Class D21 (Barbieri-Lindberg/Ciwa-Kakul Secured Claim). The Release

1 Price of the Ciwa-Kakul Property shall be \$150,000, the Plan Interest Rate shall be 4.00%  
2 per annum, and the Selling Period for such property shall terminate on the second  
3 anniversary of the Effective Date.

4 5.3.22. Class D22 (Summit/3771 Lakeville Secured Claim). The Release Price of the  
5 3771 Lakeville Property shall be \$1,600,000, the Plan Interest Rate shall be 4.00% per  
6 annum, and the Selling Period for such property shall terminate on the fourth anniversary of  
7 the Effective Date; *provided* that in the event that Summit Bank elects the Foreclosure  
8 Option with respect to its Class D22 Claim, then (a) under the provisions of Section 5.3(iii),  
9 Summit Bank shall prosecute and complete its judicial or nonjudicial foreclosure rights  
10 promptly, diligently and without undue delay, absent which, upon an order of the Bankruptcy  
11 Court granting a motion brought by the Trustee demonstrating that Summit Bank has failed  
12 to do so, the Trustee shall quitclaim to Summit Bank the 3771 Lakeville Property pursuant to  
13 the terms of said Section 5.3(iii); (b) the Foreclosure Option shall permit either non-judicial  
14 foreclosure or judicial foreclosure, *provided* that if Summit pursues judicial foreclosure,  
15 Summit shall either file its complaint therefor in the Bankruptcy Court (which shall have and  
16 retain concurrent jurisdiction therefor) or shall file such complaint in Superior Court and  
17 thereafter stipulate to its removal to the Bankruptcy Court; and (c) Summit Bank may assert a  
18 timely-filed General Unsecured Claim within Class H for any deficiency claim remaining  
19 following a judicial foreclosure sale, subject to all defenses, offsets and other grounds for  
20 objection that the Trustee may assert under applicable law. Nothing herein shall prejudice  
21 the right of either the Trustee or Summit Bank to seek or resist estimation of such Claim.  
22 Notwithstanding any other provisions of the Plan, neither the Trustee nor the Creditors' Trust  
23 shall have any responsibility or obligation to manage, repair, preserve, insure or otherwise  
24 maintain the 3771 Lakeville Property, or make any payments (including taxes) on account  
25 thereof, at any time on or after the Effective Date, regardless of the disposition of such  
26 property as a Transfer Asset. Notwithstanding anything to the contrary herein, the Trustee  
27 shall be entitled to challenge any foreclosure sale or determination of a deficiency claim,  
28 whether in the Bankruptcy Court or in another court or forum, in accordance with applicable

1 law, subject to the doctrines of collateral estoppel and *res judicata* and the Rooker-Feldman  
2 doctrine.

3 5.3.23. Class D23 (Walraven Trust/2420 San Miguel Secured Claim). The Release  
4 Price of the 2420 San Miguel Property shall be \$50,000, the Plan Interest Rate shall be  
5 4.00% per annum, and the Selling Period for such property shall terminate on the fourth  
6 anniversary of the Effective Date.

7 5.3.24. [INTENTIONALLY OMITTED]

8 5.3.25. Class D25 (North Valley/5146 Old Redwood Secured Claim). The Release  
9 Price of the 5146 Old Redwood Property shall be \$850,000, the Plan Interest Rate shall be  
10 4.00% per annum, and the Selling Period for such property shall terminate on the second  
11 anniversary of the Effective Date.

12 5.3.26. Class D26 (Hada PSP/11961 Bitney Springs Secured Claim). The Release  
13 Price of the 11961 Bitney Springs Property shall be \$250,000, the Plan Interest Rate shall be  
14 4.00% per annum, and the Selling Period for such property shall terminate on the fourth  
15 anniversary of the Effective Date.

16 5.3.27. Class D27 (Corsi-Noonan/21000 Santa Clara Secured Claim). The Release  
17 Price of the 21000 Santa Clara Property shall be \$750,000, the Plan Interest Rate shall be  
18 4.00% per annum, and the Selling Period for such property shall terminate on the second  
19 anniversary of the Effective Date.

20 5.3.28. Class D28 (Noonan/12760 Sulphur Secured Claim) The Release Price of  
21 the 12760 Sulphur Property shall be \$750,000, the Plan Interest Rate shall be 4.00% per  
22 annum, and the Selling Period for such property shall terminate on the second anniversary of  
23 the Effective Date.

24 5.3.29. Class D29 (Combs Trust/13193 Lakeshore Secured Claim) The Release  
25 Price of the 13193 Lakeshore Property shall be \$50,000, the Plan Interest Rate shall be  
26 4.00% per annum, and the Selling Period for such property shall terminate on the second  
27 anniversary of the Effective Date.

28 5.3.30. Class D30 (Johnson 1993 Trust/15825-23<sup>rd</sup> Secured Claim) The Release

1 Price of the 15825-23<sup>rd</sup> Property shall be \$50,000, the Plan Interest Rate shall be 4.00% per  
2 annum, and the Selling Period for such property shall terminate on the second anniversary of  
3 the Effective Date.

4 5.3.31. Class D31 (Johnson PSP/15873-27<sup>th</sup> Secured Claim) The Release Price of  
5 the 15873-27<sup>th</sup> Property shall be \$100, the Plan Interest Rate shall be 4.00% per annum, and  
6 the Selling Period for such property shall terminate on the second anniversary of the  
7 Effective Date.

8 5.3.32. Class D32 (Rankin Trust/15883-27<sup>th</sup> Secured Claim) The Release Price of  
9 the 15883-27<sup>th</sup> Property shall be \$100, the Plan Interest Rate shall be 4.00% per annum, and  
10 the Selling Period for such property shall terminate on the second anniversary of the  
11 Effective Date.

12 5.3.33. Class D33 (Losee Trust/16214-33<sup>rd</sup> Secured Claim) The Release Price of  
13 the 16214-33<sup>rd</sup> Property shall be \$50,000, the Plan Interest Rate shall be 4.00% per annum,  
14 and the Selling Period for such property shall terminate on the second anniversary of the  
15 Effective Date.

16 5.3.34. Class D34 (Palleschi PSP/3096-15<sup>th</sup> Secured Claim) The Release Price of  
17 the 3096-15<sup>th</sup> Property shall be \$100, the Plan Interest Rate shall be 4.00% per annum, and  
18 the Selling Period for such property shall terminate on the second anniversary of the  
19 Effective Date.

20 5.3.35. Class D35 (Summit/8262 Peninsula Secured Claim). The Release Price of  
21 the 8262 Peninsula Property shall be \$500,000, the Plan Interest Rate shall be 4.00% per  
22 annum, and the Selling Period for such property shall terminate on the fifth anniversary of  
23 the Effective Date; *provided* that in the event that Summit Bank elects the Foreclosure  
24 Option with respect to its Class D35 Claim, then (a) under the provisions of Section 5.3(iii),  
25 Summit Bank shall prosecute and complete its judicial or nonjudicial foreclosure rights  
26 promptly, diligently and without undue delay, absent which, upon an order of the Bankruptcy  
27 Court granting a motion brought by the Trustee demonstrating that Summit Bank has failed  
28 to do so, the Trustee shall quitclaim to Summit Bank the 8262 Peninsula Property pursuant to

1 the terms of said Section 5.3(iii); (b) the Foreclosure Option shall permit either non-judicial  
2 foreclosure or judicial foreclosure, *provided* that if Summit pursues judicial foreclosure,  
3 Summit shall either file its complaint therefor in the Bankruptcy Court (which shall have and  
4 retain concurrent jurisdiction therefor) or shall file such complaint in Superior Court and  
5 thereafter stipulate to its removal to the Bankruptcy Court; and (c) Summit Bank may assert a  
6 timely-filed General Unsecured Claim within Class H for any deficiency claim remaining  
7 following a judicial foreclosure sale, subject to all defenses, offsets and other grounds for  
8 objection that the Trustee may assert under applicable law. Nothing herein shall prejudice  
9 the right of either the Trustee or Summit Bank to seek or resist estimation of such Claim.  
10 Notwithstanding any other provisions of the Plan, neither the Trustee nor the Creditors' Trust  
11 shall have any responsibility or obligation to manage, repair, preserve, insure or otherwise  
12 maintain the 8262 Peninsula Property, or make any payments (including taxes) on account  
13 thereof, at any time on or after the Effective Date, regardless of the disposition of such  
14 property as a Transfer Asset. Notwithstanding anything to the contrary herein, the Trustee  
15 shall be entitled to challenge any foreclosure sale or determination of a deficiency claim,  
16 whether in the Bankruptcy Court or in another court or forum, in accordance with applicable  
17 law, subject to the doctrines of collateral estoppel and *res judicata* and the Rooker-Feldman  
18 doctrine.

19 5.3.36. Class D36 (Klemco/8262 Peninsula Secured Claim). Klemco shall be  
20 conclusively presumed to have elected the Release Option with respect to the Klemco/8262  
21 Peninsula Secured Claim. Notwithstanding any other provisions of the Plan, neither the  
22 Trustee nor the Creditors' Trust shall have any responsibility or obligation to manage, repair,  
23 preserve, insure or otherwise maintain the 8262 Peninsula Property, or make any payments  
24 (including taxes) on account thereof, at any time on or after the Effective Date, regardless of  
25 the disposition of such property as a Transfer Asset.

26 5.3.37. Class D37 (North Valley/2729 Stony Point Secured Claim). North Valley  
27 shall be conclusively presumed to have elected the Foreclosure Option with respect to the  
28 North Valley/2729 Stony Point Secured Claim. Under the provisions of Section 5.3(iii),

1 North Valley shall have until the one-hundred-twentieth (120<sup>th</sup>) day following the Effective  
2 Date, or such later date as the Court may approve upon motion brought by North Valley for  
3 good cause shown other than as may result from North Valley's own delayed action or  
4 inaction, in order to complete its foreclosure, absent which the Trustee shall quitclaim to  
5 North Valley the 2729 Stony Point Property pursuant to the terms of said Section 5.3(iii).  
6 The Foreclosure Option shall permit either non-judicial foreclosure or judicial foreclosure.  
7 Notwithstanding any other provisions of the Plan, neither the Trustee nor the Creditors' Trust  
8 shall have any responsibility or obligation to manage, repair, preserve, insure or otherwise  
9 maintain the 2729 Stony Point Property, or make any payments (including taxes) on account  
10 thereof, at any time on or after the Effective Date, regardless of the disposition of such  
11 property as a Transfer Asset.

12 5.3.38. Class D38 (Cooper Trust/2727 Dutton Meadow Secured Claim). Cooper  
13 Trust shall be conclusively presumed to have elected the Release Option with respect to the  
14 2727 Dutton Meadow Secured Claim.

15 5.3.39. Class D39 (Cooper Trust/2729 Stony Point Secured Claim). Cooper Trust  
16 shall be conclusively presumed to have elected the Release Option with respect to the 2729  
17 Stony Point Secured Claim.

18 5.3.40. Class D40 (SSUAF/Arata Lane Secured Claim). SSUAF shall be  
19 conclusively presumed to have elected the Foreclosure Option with respect to the  
20 SSUAF/Arata Lane Secured Claim.

21 5.3.41. Class D41 (North Valley/2601 Francisco Secured Claim). North Valley  
22 shall be conclusively presumed to have elected the Foreclosure Option with respect to the  
23 North Valley/2601 Francisco Secured Claim.

24 5.3.42. Class D42 (American AgCredit FLCA/6215 Gold Dust Secured Claim).  
25 American AgCredit FLCA shall be conclusively presumed to have elected the Foreclosure  
26 Option with respect to the American AgCredit FLCA/6215 Gold Dust Secured Claim.

27 5.3.43. Class D43 (North Valley/2860 Stony Point Secured Claim). North Valley  
28 shall be conclusively presumed to have elected the Foreclosure Option with respect to the

1 North Valley 2860 Stony Point Secured Claim. Under the provisions of Section 5.3(iii),  
2 North Valley shall have until the one-hundred-twentieth (120<sup>th</sup>) day following the Effective  
3 Date, or such later date as the Court may approve upon motion brought by North Valley for  
4 good cause shown other than as may result from North Valley's own delayed action or  
5 inaction, in order to complete its foreclosure, absent which the Trustee shall quitclaim to  
6 North Valley the 2860 Stony Point Property pursuant to the terms of said Section 5.3(iii).  
7 The Foreclosure Option shall permit either non-judicial foreclosure or judicial foreclosure.  
8 Notwithstanding any other provisions of the Plan, neither the Trustee nor the Creditors' Trust  
9 shall have any responsibility or obligation to manage, repair, preserve, insure or otherwise  
10 maintain the 2860 Stony Point Property, or make any payments (including taxes) on account  
11 thereof, at any time on or after the Effective Date, regardless of the disposition of such  
12 property as a Transfer Asset.

13 5.3.44. Class D44 (Opperman Group/2860 Stony Point Secured Claim).

14 Opperman Group shall be conclusively presumed to have elected the Release Option with  
15 respect to the Opperman Group/2860 Stony Point Secured Claim.

16 5.3.45. Class D45 (Atlas-Hammond/Sage Creek Secured Claim). As of the  
17 Effective Date, Atlas-Hammond may enforce the Atlas-Hammond/Sage Creek Secured  
18 Claim pursuant to any state law rights they may have, as against the Sage Creek Alpha  
19 Properties, without restriction by the automatic stay of Section 362(a) of the Bankruptcy  
20 Code or the injunction set forth herein, but such enforcement shall be subject to existing  
21 secured debt to the extent senior to such Claim, and shall be subject to any and all defenses  
22 and offsets held by the Debtors or the Trustee as successor-in-interest to the Debtors.  
23 Nothing herein shall be deemed to allow any Claim within Classes G or H in favor of Atlas-  
24 Hammond.

25 5.4. Class E (LBS Secured Claims). All Allowed Secured Claims within Class E shall be  
26 treated as follows:

27 5.4.1. Class E1 (LBS/5038 Sonoma Secured Claim) LBS shall foreclose upon the  
28 5038 Sonoma Property in accordance with nonbankruptcy law and applicable loan

1 documents, prior to the Effective Date, absent which the Estate shall quitclaim to LBS such  
2 property as of the Effective Date, without representation or warranty. LBS shall be deemed  
3 to have waived, released and discharged any Unsecured Claim against the Debtors, the  
4 Estate, the Trustee or the Creditors' Trust, whether for deficiency, guarantee or otherwise,  
5 arising from the loan or other transactions that are the basis of the LBS/5038 Sonoma  
6 Secured Claim.

7 5.4.2. Class E2 (LBS/2633 Guerneville Secured Claim) LBS shall foreclose upon  
8 the 2633 Guerneville Property in accordance with nonbankruptcy law and applicable loan  
9 documents, prior to the Effective Date, absent which the Estate shall quitclaim to LBS such  
10 property as of the Effective Date, without representation or warranty. LBS shall be deemed  
11 to have waived, released and discharged any Unsecured Claim against the Debtors, the  
12 Estate, the Trustee or the Creditors' Trust, whether for deficiency, guarantee or otherwise,  
13 arising from the loan or other transactions that are the basis of the LBS/2633 Guerneville  
14 Secured Claim.

15 5.4.3. Class E3 (LBS/2859 Linwood Secured Claim) LBS shall foreclose upon the  
16 2859 Linwood Property in accordance with nonbankruptcy law and applicable loan  
17 documents, prior to the Effective Date, absent which the Estate shall quitclaim to LBS such  
18 property as of the Effective Date, without representation or warranty. LBS shall be deemed  
19 to have waived, released and discharged any Unsecured Claim against the Debtors, the  
20 Estate, the Trustee or the Creditors' Trust, whether for deficiency, guarantee or otherwise,  
21 arising from the loan or other transactions that are the basis of the LBS/2859 Linwood  
22 Secured Claim.

23 5.4.4. Class E4 (LBS/2621 Guerneville Secured Claim) LBS shall foreclose upon  
24 the 2621 Guerneville Property in accordance with nonbankruptcy law and applicable loan  
25 documents, prior to the Effective Date, absent which the Estate shall quitclaim to LBS such  
26 property as of the Effective Date, without representation or warranty. LBS shall be deemed  
27 to have waived, released and discharged any Unsecured Claim against the Debtors, the  
28 Estate, the Trustee or the Creditors' Trust, whether for deficiency, guarantee or otherwise,

1 arising from the loan or other transactions that are the basis of the LBS/2621 Guerneville  
2 Secured Claim.

3 5.4.5. Class E5 (LBS/461 Todd Secured Claim) LBS shall foreclose upon the 461  
4 Todd Property in accordance with nonbankruptcy law and applicable loan documents, prior  
5 to the Effective Date, absent which the Estate shall quitclaim to LBS such property as of the  
6 Effective Date, without representation or warranty. LBS shall be deemed to have waived,  
7 released and discharged any Unsecured Claim against the Debtors, the Estate, the Trustee or  
8 the Creditors' Trust, whether for deficiency, guarantee or otherwise, arising from the loan or  
9 other transactions that are the basis of the LBS/461 Todd Secured Claim.

10 5.4.6. Class E6 (LBS/1466 Hearn Secured Claim) LBS shall foreclose upon the  
11 1466 Hearn Property in accordance with nonbankruptcy law and applicable loan documents,  
12 prior to the Effective Date, absent which the Estate shall quitclaim to LBS such property as  
13 of the Effective Date, without representation or warranty. LBS shall be deemed to have  
14 waived, released and discharged any Unsecured Claim against the Debtors, the Estate, the  
15 Trustee or the Creditors' Trust, whether for deficiency, guarantee or otherwise, arising from  
16 the loan or other transactions that are the basis of the LBS/1466 Hearn Secured Claim.

17 5.4.7. Class E7 (LBS/420 King Secured Claim) LBS shall foreclose upon the 420  
18 King Property in accordance with nonbankruptcy law and applicable loan documents, prior  
19 to the Effective Date, absent which the Estate shall quitclaim to LBS such property as of the  
20 Effective Date, without representation or warranty. LBS shall be deemed to have waived,  
21 released and discharged any Unsecured Claim against the Debtors, the Estate, the Trustee or  
22 the Creditors' Trust, whether for deficiency, guarantee or otherwise, arising from the loan or  
23 other transactions that are the basis of the LBS/420 King Secured Claim.

24 5.4.8. Class E8 (LBS/2882 Stony Point Secured Claim) LBS shall foreclose upon  
25 the 2882 Stony Point Property in accordance with nonbankruptcy law and applicable loan  
26 documents, prior to the Effective Date, absent which the Estate shall quitclaim to LBS such  
27 property as of the Effective Date, without representation or warranty. LBS shall be deemed  
28 to have waived, released and discharged any Unsecured Claim against the Debtors, the

1 Estate, the Trustee or the Creditors' Trust, whether for deficiency, guarantee or otherwise,  
2 arising from the loan or other transactions that are the basis of the LBS/2882 Stony Point  
3 Secured Claim.

4 5.4.9. Class E9 (LBS/2137 Dennis Secured Claim) LBS shall foreclose upon the  
5 2137 Dennis Property in accordance with nonbankruptcy law and applicable loan documents,  
6 prior to the Effective Date, absent which the Estate shall quitclaim to LBS such property as  
7 of the Effective Date, without representation or warranty. LBS shall be deemed to have  
8 waived, released and discharged any Unsecured Claim against the Debtors, the Estate, the  
9 Trustee or the Creditors' Trust, whether for deficiency, guarantee or otherwise, arising from  
10 the loan or other transactions that are the basis of the LBS/2137 Dennis Secured Claim.

11 5.4.10. Class E10 (LBS/950 Boyes Secured Claim) LBS shall foreclose upon the  
12 950 Boyes Property in accordance with nonbankruptcy law and applicable loan documents,  
13 prior to the Effective Date, absent which the Estate shall quitclaim to LBS such property as  
14 of the Effective Date, without representation or warranty. LBS shall be deemed to have  
15 waived, released and discharged any Unsecured Claim against the Debtors, the Estate, the  
16 Trustee or the Creditors' Trust, whether for deficiency, guarantee or otherwise, arising from  
17 the loan or other transactions that are the basis of the LBS/950 Boyes Secured Claim.

18 5.4.11. Class E11 (LBS/4728 Snyder Secured Claim) LBS shall foreclose upon the  
19 4728 Snyder Property in accordance with nonbankruptcy law and applicable loan documents,  
20 prior to the Effective Date, absent which the Estate shall quitclaim to LBS such property as  
21 of the Effective Date, without representation or warranty. LBS shall be deemed to have  
22 waived, released and discharged any Unsecured Claim against the Debtors, the Estate, the  
23 Trustee or the Creditors' Trust, whether for deficiency, guarantee or otherwise, arising from  
24 the loan or other transactions that are the basis of the LBS/4728 Snyder Secured Claim.

25 5.4.12. Class E12 (LBS/4600 Todd Secured Claim) LBS shall foreclose upon the  
26 4600 Todd Property in accordance with nonbankruptcy law and applicable loan documents,  
27 prior to the Effective Date, absent which the Estate shall quitclaim to LBS such property as  
28 of the Effective Date, without representation or warranty. LBS shall be deemed to have

1 waived, released and discharged any Unsecured Claim against the Debtors, the Estate, the  
2 Trustee or the Creditors' Trust, whether for deficiency, guarantee or otherwise, arising from  
3 the loan or other transactions that are the basis of the LBS/4600 Todd Secured Claim.

4 5.4.13. Class E13 (LBS/2967 Dutton Secured Claim) LBS shall foreclose upon the  
5 2967 Dutton Property in accordance with nonbankruptcy law and applicable loan documents,  
6 prior to the Effective Date, absent which the Estate shall quitclaim to LBS such property as  
7 of the Effective Date, without representation or warranty. LBS shall be deemed to have  
8 waived, released and discharged any Unsecured Claim against the Debtors, the Estate, the  
9 Trustee or the Creditors' Trust, whether for deficiency, guarantee or otherwise, arising from  
10 the loan or other transactions that are the basis of the LBS/2967 Dutton Secured Claim.

11 5.4.14. Class E14 (LBS/2390 San Miguel Secured Claim) LBS shall foreclose upon  
12 the 2390 San Miguel Property in accordance with nonbankruptcy law and applicable loan  
13 documents, prior to the Effective Date, absent which the Estate shall quitclaim to LBS such  
14 property as of the Effective Date, without representation or warranty. LBS shall be deemed  
15 to have waived, released and discharged any Unsecured Claim against the Debtors, the  
16 Estate, the Trustee or the Creditors' Trust, whether for deficiency, guarantee or otherwise,  
17 arising from the loan or other transactions that are the basis of the LBS/2390 San Miguel  
18 Secured Claim.

19 5.4.15. Class E15 (LBS/2957 Dutton Secured Claim) LBS shall foreclose upon the  
20 2957 Dutton Property in accordance with nonbankruptcy law and applicable loan documents,  
21 prior to the Effective Date, absent which the Estate shall quitclaim to LBS such property as  
22 of the Effective Date, without representation or warranty. LBS shall be deemed to have  
23 waived, released and discharged any Unsecured Claim against the Debtors, the Estate, the  
24 Trustee or the Creditors' Trust, whether for deficiency, guarantee or otherwise, arising from  
25 the loan or other transactions that are the basis of the LBS/2957 Dutton Secured Claim.

26 5.4.16. Class E16 (LBS/2488 Fulton Secured Claim) LBS shall foreclose upon the  
27 2488 Fulton Property in accordance with nonbankruptcy law and applicable loan documents,  
28 prior to the Effective Date, absent which the Estate shall quitclaim to LBS such property as

1 of the Effective Date, without representation or warranty. LBS shall be deemed to have  
2 waived, released and discharged any Unsecured Claim against the Debtors, the Estate, the  
3 Trustee or the Creditors' Trust, whether for deficiency, guarantee or otherwise, arising from  
4 the loan or other transactions that are the basis of the LBS/2488 Fulton Secured Claim.

5 5.4.17. Class E17 (LBS/483 Scenic Secured Claim) LBS shall foreclose upon the  
6 483 Scenic Property in accordance with nonbankruptcy law and applicable loan documents,  
7 prior to the Effective Date, absent which the Estate shall quitclaim to LBS such property as  
8 of the Effective Date, without representation or warranty. LBS shall be deemed to have  
9 waived, released and discharged any Unsecured Claim against the Debtors, the Estate, the  
10 Trustee or the Creditors' Trust, whether for deficiency, guarantee or otherwise, arising from  
11 the loan or other transactions that are the basis of the LBS/483 Scenic Secured Claim.

12 5.4.18. Class E18 (LBS/2803 Dutton Secured Claim) LBS shall foreclose upon the  
13 2803 Dutton Property in accordance with nonbankruptcy law and applicable loan documents,  
14 prior to the Effective Date, absent which the Estate shall quitclaim to LBS such property as  
15 of the Effective Date, without representation or warranty. LBS shall be deemed to have  
16 waived, released and discharged any Unsecured Claim against the Debtors, the Estate, the  
17 Trustee or the Creditors' Trust, whether for deficiency, guarantee or otherwise, arising from  
18 the loan or other transactions that are the basis of the LBS/2803 Dutton Secured Claim.

19 5.4.19. Class E19 (LBS/4494 Todd Secured Claim) LBS shall foreclose upon the  
20 4494 Todd Property in accordance with nonbankruptcy law and applicable loan documents,  
21 prior to the Effective Date, absent which the Estate shall quitclaim to LBS such property as  
22 of the Effective Date, without representation or warranty. LBS shall be deemed to have  
23 waived, released and discharged any Unsecured Claim against the Debtors, the Estate, the  
24 Trustee or the Creditors' Trust, whether for deficiency, guarantee or otherwise, arising from  
25 the loan or other transactions that are the basis of the LBS/4494 Todd Secured Claim.

26 5.4.20. Class E20 (LBS/2611 Fulton Secured Claim) The LBS/2611 Fulton  
27 Secured Claim shall be treated in accordance with the terms of the Class B Protocols, subject  
28 to the following: (a) the Plan Interest Rate shall be three percent (3.0%) per annum in the

1 first year following the Effective Date, four percent (4.0%) per annum in the second year  
2 following the Effective Date, five percent (5.0%) per annum in the third and fourth years  
3 following the Effective Date, and six percent (6.0%) per annum in the fifth year following  
4 the Effective Date; (b) the Selling Period shall terminate on the fifth anniversary of the  
5 Effective Date; (c) the loan documents evidencing the LBS/2611 Fulton Secured Claim shall  
6 remain in full force and effect, subject to modification of the note and deed of trust as set  
7 forth in the LBS Additional Protocols; and (d) the 120-day foreclosure period referenced in  
8 subpart (a) of the Class B Protocols shall be deemed to be one hundred eighty (180) days for  
9 this Class E20.

10 5.4.21. Class E21 (LBS/819 Fourth Secured Claim) The LBS/819 Fourth Secured  
11 Claim shall be treated in accordance with the terms of the Class B Protocols, subject to the  
12 following: (a) the Plan Interest Rate shall be three percent (3.0%) per annum in the first year  
13 following the Effective Date, four percent (4.0%) per annum in the second year following the  
14 Effective Date, and five percent (5.0%) per annum in the third year following the Effective  
15 Date; (b) the Selling Period shall terminate on the third anniversary of the Effective Date; (c)  
16 the loan documents evidencing the LBS/819 Fourth Secured Claim shall remain in full force  
17 and effect, subject to modification of the note and deed of trust as set forth in the LBS  
18 Additional Protocols; and (d) the 120-day foreclosure period referenced in subpart (a) of the  
19 Class B Protocols shall be deemed to be one hundred eighty (180) days for this Class E21.

20 5.4.22. Class E22 (LBS/841 Fifth Secured Claim) The LBS/841 Fifth Secured  
21 Claim shall be treated in accordance with the terms of the Class B Protocols, subject to the  
22 following: (a) the Plan Interest Rate shall be three percent (3.0%) per annum in the first year  
23 following the Effective Date, four percent (4.0%) per annum in the second year following the  
24 Effective Date, and five percent (5.0%) per annum in the third year following the Effective  
25 Date; (b) the Selling Period shall terminate on the third anniversary of the Effective Date; (c)  
26 the loan documents evidencing the LBS/841 Fifth Secured Claim shall remain in full force  
27 and effect, subject to modification of the note and deed of trust as set forth in the LBS  
28 Additional Protocols; and (d) the 120-day foreclosure period referenced in subpart (a) of the

1 Class B Protocols shall be deemed to be one hundred eighty (180) days for this Class E22.

2 5.4.23. Class E23 (LBS/5000 Highway 12 Secured Claim) The LBS/5000 Highway  
3 12 Secured Claim shall be treated in accordance with the Class E Protocols, as defined in  
4 Exhibit “A” attached to the Plan, subject to the following: (a) the Plan Interest Rate shall be  
5 three percent (3.0%) per annum in the first year following the Effective Date, and four  
6 percent (4.0%) per annum in the second year following the Effective Date; (b) the Selling  
7 Period shall terminate on the second anniversary of the Effective Date; (c) the Release Price  
8 shall be \$602,900; and (d) the loan documents evidencing the LBS/5000 Highway 12  
9 Secured Claim shall remain in full force and effect, subject to modification of the note and  
10 deed of trust as set forth in the LBS Additional Protocols.

11 5.4.24. Class E24 (LBS/3364 Coffey Secured Claim) The LBS/3364 Coffey  
12 Secured Claim shall be treated in accordance with the Class E Protocols, as defined in  
13 Exhibit “A” attached to the Plan, subject to the following: (a) the Plan Interest Rate shall be  
14 three percent (3.0%) per annum in the first year following the Effective Date, four percent  
15 (4.0%) per annum in the second year following the Effective Date, and five percent (5.0%)  
16 per annum in the third and fourth years following the Effective Date; (b) the Selling Period  
17 shall terminate on the fourth anniversary of the Effective Date; (c) the Release Price shall be  
18 \$400,000; and (d) the loan documents evidencing the LBS/3364 Coffey Secured Claim shall  
19 remain in full force and effect, subject to modification of the note and deed of trust as set  
20 forth in the LBS Additional Protocols.

21 5.4.25. Class E25 (LBS/3708 Barnes Secured Claim) The LBS/3708 Barnes  
22 Secured Claim shall be treated in accordance with the Class E Protocols, as defined in  
23 Exhibit “A” attached to the Plan, subject to the following: (a) the Plan Interest Rate shall be  
24 three percent (3.0%) per annum in the first year following the Effective Date, four percent  
25 (4.0%) per annum in the second year following the Effective Date, and five percent (5.0%)  
26 per annum in the third and fourth years following the Effective Date; (b) the Selling Period  
27 shall terminate on the fourth anniversary of the Effective Date; (c) the Release Price shall be  
28 \$330,000; and (d) the loan documents evidencing the LBS/3708 Barnes Secured Claim shall

1 remain in full force and effect, subject to modification of the note and deed of trust as set  
2 forth in the LBS Additional Protocols.

3 5.4.26. Class E26 (LBS/2107 Wood Secured Claim) The LBS/2107 Wood Secured  
4 Claim shall be treated in accordance with the Class E Protocols, as defined in Exhibit “A”  
5 attached to the Plan, subject to the following: (a) the Plan Interest Rate shall be three percent  
6 (3.0%) per annum in the first year following the Effective Date, four percent (4.0%) per  
7 annum in the second year following the Effective Date, and five percent (5.0%) per annum in  
8 the third and fourth years following the Effective Date; (b) the Selling Period shall terminate  
9 on the fourth anniversary of the Effective Date; (c) the Release Price shall be \$1,100,000;  
10 and (d) the loan documents evidencing the LBS/2107 Wood Secured Claim shall remain in  
11 full force and effect, subject to modification of the note and deed of trust as set forth in the  
12 LBS Additional Protocols.

13 5.4.27. Class E27 (LBS/812-3<sup>rd</sup> Secured Claim) The LBS/812-3<sup>rd</sup> Secured Claim  
14 shall be treated in accordance with the Class E Protocols, as defined in Exhibit “A” attached  
15 to the Plan, subject to the following: (a) the Plan Interest Rate shall be three percent (3.0%)  
16 per annum in the first year following the Effective Date, and four percent (4.0%) per annum  
17 in the second year following the Effective Date; (b) the Selling Period shall terminate on the  
18 second anniversary of the Effective Date; (c) the Release Price shall be \$277,000; and (d) the  
19 loan documents evidencing the LBS/812-3<sup>rd</sup> Secured Claim shall remain in full force and  
20 effect, subject to modification of the note and deed of trust as set forth in the LBS Additional  
21 Protocols.

22 5.4.28. Class E28 (LBS/816-3<sup>rd</sup> Secured Claim) The LBS/816-3<sup>rd</sup> Secured Claim  
23 shall be treated in accordance with the Class E Protocols, as defined in Exhibit “A” attached  
24 to the Plan, subject to the following: (a) the Plan Interest Rate shall be three percent (3.0%)  
25 per annum in the first year following the Effective Date, and four percent (4.0%) per annum  
26 in the second year following the Effective Date; (b) the Selling Period shall terminate on the  
27 second anniversary of the Effective Date; (c) the Release Price shall be \$275,000; and (d) the  
28 loan documents evidencing the LBS/816-3<sup>rd</sup> Secured Claim shall remain in full force and

1 effect, subject to modification of the note and deed of trust as set forth in the LBS Additional  
2 Protocols.

3 5.4.29. Class E29 (LBS/830-3<sup>rd</sup> Secured Claim) The LBS/830-3<sup>rd</sup> Secured Claim  
4 shall be treated in accordance with the Class E Protocols, as defined in Exhibit “A” attached  
5 to the Plan, subject to the following: (a) the Plan Interest Rate shall be three percent (3.0%)  
6 per annum in the first year following the Effective Date, and four percent (4.0%) per annum  
7 in the second year following the Effective Date; (b) the Selling Period shall terminate on the  
8 second anniversary of the Effective Date; (c) the Release Price shall be \$290,000; and (d) the  
9 loan documents evidencing the LBS/830-3<sup>rd</sup> Secured Claim shall remain in full force and  
10 effect, subject to modification of the note and deed of trust as set forth in the LBS Additional  
11 Protocols.

12 5.4.30. Class E30 (LBS/1500 Hearn Secured Claim) The LBS/1500 Hearn Secured  
13 Claim shall be treated in accordance with the Class E Protocols, as defined in Exhibit “A”  
14 attached to the Plan, subject to the following: (a) the Plan Interest Rate shall be three percent  
15 (3.0%) per annum in the first year following the Effective Date, and four percent (4.0%) per  
16 annum in the second year following the Effective Date; (b) the Selling Period shall terminate  
17 on the second anniversary of the Effective Date; (c) the Release Price shall be \$405,000; and  
18 (d) the loan documents evidencing the LBS/1500 Hearn Secured Claim shall remain in full  
19 force and effect, subject to modification of the note and deed of trust as set forth in the LBS  
20 Additional Protocols.

21 5.4.31. Class E31 (LBS/518 Riley Secured Claim) The LBS/518 Riley Secured  
22 Claim shall be treated in accordance with the Class E Protocols, as defined in Exhibit “A”  
23 attached to the Plan, subject to the following: (a) the Plan Interest Rate shall be three percent  
24 (3.0%) per annum in the first year following the Effective Date, and four percent (4.0%) per  
25 annum in the second year following the Effective Date; (b) the Selling Period shall terminate  
26 on the second anniversary of the Effective Date; (c) the Release Price shall be \$398,300; and  
27 (d) the loan documents evidencing the LBS/518 Riley Secured Claim shall remain in full  
28 force and effect, subject to modification of the note and deed of trust as set forth in the LBS

1 Additional Protocols.

2 5.5. Class G (Early Option Unsecured Claims). In lieu of treatment within Class H  
3 (General Unsecured Claims), and in full satisfaction and discharge of all Allowed Claims within  
4 Class G, each holder of an Allowed Unsecured Claim may elect treatment as an Early Option  
5 Unsecured Claim, as follows:

6 5.5.1. Timely Election. In order to elect treatment as an Early Option Unsecured  
7 Claim within Class G, the holder of an Unsecured Claim must, by written election made on  
8 the face of a signed and timely submitted Ballot, in accordance with instructions provided  
9 with the Disclosure Statement, state such holder's intention to be treated within Class G.  
10 Such election and Ballot must be received by the Debtors' counsel on or prior to the deadline  
11 for submission of Ballots.

12 5.5.2. Treatment. Subject to the provisions of Section 5.5.3 below, in the event of  
13 such timely election, the holder of an Allowed Unsecured Claim within Class G will receive  
14 no distribution as part of Class H, and will instead receive the following: On or before the  
15 end of the eighteenth (18<sup>th</sup>) full calendar month occurring after the Effective Date, or as soon  
16 thereafter as is practicable, the Trustee shall pay to each holder of an Allowed Claim within  
17 Class G, from funds of the Creditors' Trust, a Cash payment equal to ten percent (10%) of  
18 the full amount of such Allowed Claim. Such payment shall be made in full satisfaction of  
19 such Allowed Claim, and such holder shall not be entitled to payment of interest or any  
20 additional disbursement on account of such Allowed Claim, except that to the extent that  
21 Allowed Claims in Class H receive full payment, including interest that accrues as set forth  
22 in the Plan, any excess funds or assets in the Creditors' Trust shall be distributed to holders  
23 of Allowed Claims in Class G until such claims have been paid in full, together with interest  
24 accruing after the Petition Date at the rate of five percent (5%) per annum.

25 5.5.3. Over-Subscription. In the event that timely elections are made pursuant to  
26 Section 5.5.1 above for qualifying Unsecured Claims in an aggregate amount in excess of  
27 \$30,000,000, then the Trustee shall ratably reduce each such Unsecured Claim so that the  
28 total amount of Allowed Claims within Class G equals \$30,000,000, and all remaining

1 portions of such claims in excess of \$30,000,000 in the aggregate shall be treated as Claims  
2 within Class H. Such determination and reduction shall be made once all Claims within  
3 Class G have been resolved by allowance or disallowance, or by estimation for such  
4 purposes.

5 5.6. Class H (Unsecured Claims). In full satisfaction and discharge of all Allowed Claims  
6 within Class H, part or all of the amounts of all Allowed Claims within Class H shall be paid by the  
7 Trustee as follows: From and after the date when the holders of Allowed Class G Claims (Early  
8 Option Unsecured Claims) have received distributions equal to ten percent (10%) of the full amount  
9 of such Allowed Claims consistent with the treatment of Class G set forth in Section 5.5.2 above,  
10 each holder of an Allowed Claim within Class H shall receive payments on account of such Allowed  
11 Claim by the Trustee from the net funds of the Creditors' Trust on a *pro rata* basis, from time to  
12 time as the Trustee shall determine appropriate and to the extent of available funds after taking into  
13 account the costs and expenses of administering the Creditors' Trust and making the payments  
14 otherwise required of the Trustee under the Plan, until the earlier of (a) payment in full of such  
15 Allowed Class H Claim, together with interest accruing after the Petition Date at the rate of five  
16 percent (5%) per annum; or (b) exhaustion of funds and assets of material value within the Creditors'  
17 Trust. In the event that holders of Allowed Claims within Class H are paid in full, together with  
18 interest to the extent set forth herein, any excess funds and assets shall be distributed to holders of  
19 Allowed Claims in Class G until such claims have been paid in full, together with interest.  
20 Thereafter, to the extent any additional funds or assets remain, the Trustee shall pay such additional  
21 funds, or transfer such additional assets, to the Reorganized Debtors.

22 5.7. Class I (Interests). As of the Effective Date, each of the Excluded Assets shall be  
23 deemed revested in the Reorganized Debtors, free and clear of all claims, liens, charges or other  
24 rights of creditors of the Estate, except as expressly set forth in the Plan.

## 25 ARTICLE VI

### 26 EXECUTORY CONTRACTS

27 6.1. Generally. Unexpired executory contracts, including without limitation unexpired  
28 leases, entered into by either of the Debtors prior to the Petition Date, shall be treated in the manner

1 set forth in this Article VI.

2 6.2. Assumption and Rejection. The assumption and rejection of executory contracts shall  
3 be determined as follows:

4 6.2.1. Assumption Schedule. Prior to the Effective Date, the Debtors and the  
5 Committee shall jointly file with the Bankruptcy Court, and serve upon the United States  
6 Trustee, all parties requesting special notice and each party to a contract identified therein, a  
7 schedule (“Schedule 6.2.1”) identifying each executory contract to be assumed by the  
8 Trustee, on behalf of the Creditors’ Trust, as of the Effective Date, *provided* that if no such  
9 contracts are to be assumed as of the Effective Date, no such schedule need be filed or  
10 served. Each executory contract identified on Schedule 6.2.1 shall be deemed assumed as of  
11 the Effective Date.

12 6.2.2. Rejection. Except as otherwise provided elsewhere in the Plan or by the  
13 terms of the Confirmation Order, as of the Effective Date, all executory contracts shall be  
14 deemed rejected as of the Effective Date, except for any executory contract (i) which is listed  
15 on Schedule 6.2.1 to be assumed, (ii) which has been assumed by the Debtors pursuant to an  
16 order of the Court granting a motion filed by the Debtors prior to the Effective Date, or (iii)  
17 which has been rejected pursuant to an order of the Bankruptcy Court or by applicable law  
18 prior to the Effective Date.

19 6.3. Cure Amounts. Schedule 6.2.1 shall also identify (a) the Cure amount that the  
20 Debtors and the Committee believe is owing pursuant to Section 365(b)(1) of the Bankruptcy Code  
21 for each executory contract to be assumed by the Trustee as of the Effective Date, and (b) the  
22 adequate assurance of future performance to be provided with respect to such executory contract,  
23 *provided* that such Schedule 6.2.1 need not identify contracts for which the Debtors and the  
24 Committee believe that no Cure amount is owing.

25 6.3.1. Objections. Within ten (10) days following the Effective Date, any party to  
26 an executory contract to be assumed as of the Effective Date may file, and serve upon the  
27 Trustee, an objection to Schedule 6.2.1 (or the absence of Schedule 6.2.1) to the extent that  
28 such party disputes the Cure amount stated for a particular contract, or disputes the adequacy

1 of proffered assurance of future performance. The Trustee shall schedule hearings and  
2 briefing before the Bankruptcy Court with respect to any such disputes not consensually  
3 resolved, as soon as practicable after the Effective Date and in accordance with applicable  
4 Bankruptcy Rules.

5 6.3.2. Resolution. The amounts set forth in Schedule 6.2.1 shall be conclusively  
6 presumed to be the amounts of Cure, if any, for each contract identified therein, and it shall  
7 be conclusively presumed that no Cure amounts are owed other than those (if any) identified  
8 in Schedule 6.2.1, unless, and except to the extent that, an objection is timely filed and served  
9 in accordance with the provisions of Section 6.3.1. Any amount of Cure in excess of those  
10 set forth in the Schedule 6.2.1 or such amounts as determined by the Bankruptcy Court in  
11 resolution of timely filed objections, shall be fully discharged and barred, and shall not be a  
12 liability of the Trustee, the Creditors' Trust, the Estate or the Reorganized Debtors to any  
13 extent.

14 6.4. Payment of Cure. Any and all Cash payments necessary to Cure a default existing  
15 under an executory contract assumed pursuant to the provisions of Section 6.2 herein shall be paid  
16 by the Trustee, with funds of the Creditors' Trust, on or before the latest of the following dates: (a)  
17 within twenty-one (21) days following the Effective Date, or on such later date as to which the  
18 holder of the right to such Cure may have consented; (b) on the date that any disputes regarding  
19 assumption or the Cure amount have been resolved by a Final Order; or (c) on the date when such  
20 Cure of defaults becomes due according to contractual, statutory or other terms applicable thereto.

21 6.5. Approval of Assumption or Rejection. Entry of the Confirmation Order shall  
22 constitute (i) the approval, pursuant to the provisions of Section 365(a) of the Bankruptcy Code, of  
23 the assumption of the executory contracts assumed pursuant to the provisions of Section 6.2  
24 hereinabove; (ii) the extension of time pursuant to the provisions of Section 365(d)(4) of the  
25 Bankruptcy Code, to the extent necessary, within which the Debtors may assume or reject the  
26 executory contracts specified in Section 6.2 hereinabove through the Effective Date; and (iii) the  
27 approval, pursuant to the provisions of Section 365(a) of the Bankruptcy Code, of the rejection of the  
28 executory contracts rejected pursuant to the provisions of Section 6.2 hereinabove.



1 any and all actions as may be necessary or appropriate to establish the Creditors' Trust and to  
2 transfer all Transfer Assets to the Creditors' Trust, which shall thereupon constitute assets of the  
3 Creditors' Trust. The term "Transfer Assets" shall mean all assets of the Estate as of the Effective  
4 Date other than: (a) the Excluded Assets, (b) those assets that are encumbered by liens securing  
5 Allowed Secured Claims within such subclasses in Classes C and D as have elected, or have been  
6 deemed to have elected, the Foreclosure Option or the Transfer Option, as applicable, in accordance  
7 with the provisions of Sections 5.2 and 5.3 of the Plan (except for the properties encumbered by  
8 liens securing Allowed Secured Claims within Classes D1, D2, D4, D6, D8, D9, D10, D12, D14,  
9 D16, D18, D22, D35, D36, D37 and D43, which shall constitute Transfer Assets), and (c) those  
10 properties that are encumbered by liens securing Allowed Secured Claims within Classes E1 through  
11 E19. The sole beneficiaries of the Creditors' Trust shall be the holders of Allowed Claims within  
12 Class G and Class H of the Plan. For federal income tax purposes, the beneficiaries of the Creditors'  
13 Trust shall be treated as the grantors of the Creditors' Trust and shall be deemed to be the owners of  
14 the assets of the Creditors' Trust, and the Debtors shall treat the transfer of the Transfer Assets to the  
15 Creditors' Trust as a deemed transfer to such beneficiaries followed by a deemed transfer by such  
16 beneficiaries to the Creditors' Trust. As of the Effective Date, the value of the Transfer Assets  
17 deemed transferred and conveyed into the Creditors' Trust shall be fixed at the amount of the  
18 Transfer Price. The Transfer Price shall be deemed paid and satisfied by the Creditors' Trust's  
19 assumption of liabilities of the Estate in accordance with, and to the extent set forth in, the  
20 provisions of this Plan. All assets transferred to the Creditors' Trust shall be free and clear of any  
21 and all claims, interests, liens, security interests and obligations other than those that are expressly  
22 created or preserved by the provisions of this Plan or the Confirmation Order. Any and all of such  
23 assets may be sold, transferred, compromised or otherwise disposed of by the Trustee on behalf of  
24 the Creditors' Trust on or after the Effective Date in accordance with the terms of the Plan, subject  
25 to the effect of any liens or security interests encumbering such assets to the extent expressly created  
26 or preserved under the terms of this Plan. Without limiting the generality of the foregoing, the term  
27 "Transfer Assets" shall include the funds held in account no. 1015049271 at Exchange Bank, which  
28 are proceeds of sale of the real property located at 444 10<sup>th</sup> Street, Santa Rosa, California, belonging

1 to the co-owners of such property and being held by the Estate until the Bankruptcy Court issues an  
2 order regarding the disposition of such funds.

3 7.4. Purpose of Creditors' Trust. As of the Effective Date and consistent with the terms of  
4 the Creditors' Trust Agreement, the Creditors' Trust shall be established for the purposes of (a)  
5 addressing the Claims of holders of Allowed Administrative Expense Claims, Allowed Priority  
6 Claims and Allowed Secured Claims to the extent contemplated by the Plan; and (b) liquidating and  
7 distributing the assets of the Creditors' Trust for the benefit of holders of Allowed Claims within  
8 Classes G and H under the Plan. The Creditors' Trust shall have no objective to continue or engage  
9 in the conduct of a trade or business except as necessary consistent with the liquidating purpose of  
10 the Creditors' Trust, and shall not be deemed to be a successor-in-interest of the Debtors or of the  
11 Estate for any purpose other than as specifically set forth herein. For the avoidance of doubt, the  
12 Creditors' Trust's obligations to holders of Allowed Administrative Expense Claims, Allowed  
13 Priority Claims and Allowed Secured Claims under the Plan shall be contractual in nature and  
14 limited to the express requirements set forth in the Plan. The Creditors' Trust shall owe no fiduciary  
15 duty to the holders of Allowed Administrative Expense Claims, Allowed Priority Claims, or  
16 Allowed Secured Claims.

17 7.5. Duties and Powers of Trustee. Unless otherwise ordered by the Bankruptcy Court,  
18 the Trustee shall commence services as of the Effective Date, and shall continue to perform her  
19 duties until completion of the final distribution to be made in implementation of the Plan or the  
20 Creditors' Trust Agreement, or until removed pursuant to the terms of the Plan. Subject to the  
21 oversight of the Plan Committee, the Trustee shall be responsible for the management of the  
22 Creditors' Trust and the implementation of the Plan, and shall have the following duties, powers and  
23 authorities in order to do so:

24 7.5.1. Directing Reorganized Debtors. The Trustee shall monitor and direct the  
25 efforts of Carinalli, who will, to the extent reasonably requested by the Trustee and consistent  
26 with the terms of the Plan, assist the Trustee in implementation of the Plan.

27 7.5.2. Implementation. The Trustee shall take any and all actions reasonably  
28 necessary or appropriate in order to implement and administer the Creditors' Trust, including

1 without limitation negotiating for and entering into settlements, forbearance agreements and  
2 compromises, negotiating and closing asset sales, and generally taking actions consistent  
3 with the terms of the Plan, all in accordance with the terms of the Plan. The Trustee shall  
4 keep the Plan Committee reasonably apprised of her actions on behalf of the Creditors' Trust.

5 7.5.3. Claims. The Trustee may file and prosecute estate actions, including  
6 avoidance claims, and objections to Claims, and requested estimations of Claims, in  
7 accordance with the terms of the Plan and may settle, compromise or otherwise dispose of  
8 such actions or objections to Claims without need for notice to Creditors or approval of the  
9 Bankruptcy Court, *provided* that the Trustee may settle, compromise, or otherwise dispose of  
10 such actions or objections to Claims above the monetary threshold set forth in Section 7.6.2  
11 of the Plan only with the consent of the Plan Committee or with the approval of the  
12 Bankruptcy Court.

13 7.5.4. Distributions. The Trustee shall make distributions to creditors from time to  
14 time in accordance with the terms of the Plan.

15 7.5.5. Use of Funds. The Trustee shall manage all funds of the Creditors' Trust  
16 and shall use such funds, as appropriate, to obtain and pay for appropriate insurance  
17 coverages and indemnification of the Trustee, members of the Plan Committee, and their  
18 respective professionals, and to pay administrative costs of Plan implementation, all in  
19 accordance with the terms of the Plan.

20 7.5.6. Assets. The Trustee shall collect, receive, manage and dispose of all assets  
21 of the Creditors' Trust without the necessity of notice to Creditors or approval of the  
22 Bankruptcy Court (but shall not abandon assets to the Debtors or Reorganized Debtors at any  
23 time), *provided* that the Trustee may compromise, surrender, sell, lease or otherwise dispose  
24 of assets of the Creditors' Trust above the monetary threshold set forth in Section 7.6.1 of the  
25 Plan only with the consent of the Plan Committee or with the approval of the Bankruptcy  
26 Court.

27 7.5.7. Co-Owned Assets. The Trustee may sell both the interests of the Creditors'  
28 Trust and the interests of co-owners, of assets in which the Creditors' Trust holds a partial

1 interest, in accordance with the requirements and provisions of Section 363(h) of the  
2 Bankruptcy Code or with the consent of all co-owners.

3 7.5.8. Bank Accounts. The Trustee shall open and maintain bank accounts for the  
4 benefit of the Creditors' Trust in accordance with the terms of the Plan and the Creditors'  
5 Trust Agreement.

6 7.5.9. Retention of Professionals. The Trustee may retain, without the necessity of  
7 Bankruptcy Court approval, counsel and other professionals for the purpose of advising the  
8 Trustee and representing the Trustee with respect to the implementation of the Plan,  
9 including professionals who formerly represented the Debtors, or presently represent the  
10 Reorganized Debtors, or formerly represented the Committee, *provided* that retention of  
11 former or present counsel for the Debtors, the Reorganized Debtors or the Committee may be  
12 employed by the Trustee only with the consent of the Plan Committee or with the approval of  
13 the Bankruptcy Court.

14 7.6. Plan Committee. The Plan Committee shall be comprised of no more than seven (7)  
15 unsecured creditors selected by the Committee in its sole discretion and approved by the Court. The  
16 Plan Committee shall operate pursuant to the provisions of the Creditors' Trust Agreement, which  
17 shall provide for, among other things, the resignation and replacement of members of the Plan  
18 Committee and the reimbursement of expenses of such members. Members of the Plan Committee  
19 shall not be entitled to any compensation for time or efforts spent as members. The Plan Committee  
20 shall monitor the actions and decisions of the Trustee, specifically including the right and duty to:

21 7.6.1. Approve any sale or other disposition of an asset of the Creditors' Trust if the  
22 sale price exceeds \$250,000 (*provided* that the Plan Committee shall be deemed to have  
23 approved any such sale or disposition if it fails to object thereto in a writing received by the  
24 Trustee within five (5) Business Days following written notification to the Plan Committee by  
25 the Trustee of the intended sale or disposition);

26 7.6.2. Approve any compromise or settlement of litigation or controverted matter  
27 proposed by the Trustee involving claims in excess of \$500,000 (*provided* that the Plan  
28 Committee shall be deemed to have approved any such compromise or settlement if it fails to

1 object thereto in a writing received by the Trustee within five (5) Business Days following  
2 written notification to the Plan Committee by the Trustee of the intended compromise or  
3 settlement); and

4 7.6.3. Approve the retention by the Trustee of professionals who formerly  
5 represented the Debtors, presently represent the Reorganized Debtors or formerly represented  
6 the Committee (*provided* that the Plan Committee shall be deemed to have approved such  
7 retention if it fails to object thereto in a writing received by the Trustee within five (5)  
8 Business Days following written notification to the Plan Committee by the Trustee of the  
9 intended engagement).

10 7.7. Carinalli's Post-Effective Date Duties. On and after the Effective Date, and until the  
11 end of the Assistance Period, Carinalli shall have the following duties with respect to the Creditors'  
12 Trust (collectively, the "Assistance Efforts"): (a) assist the Trustee in the liquidation of the  
13 Creditors' Trust assets, to the extent directed by the Trustee, and at the Trustee's discretion; (b)  
14 assist the Trustee in the review, reconciliation or litigation of claims against the Creditors' Trust; (c)  
15 assist the Trustee in the analysis and, if appropriate, prosecution of any available claims and/or  
16 causes of action against third parties; and (d) assist the Trustee with any other tasks that may be  
17 required in order to effectuate the terms of the Plan. The "Assistance Period" shall mean the first  
18 twelve (12) months following the Effective Date, or such longer period as may be agreed upon in  
19 writing by the Trustee and Carinalli, each in their sole discretion. Without limiting the foregoing,  
20 the Assistance Efforts shall include the following: (a) prior to the Effective Date, the Debtors shall  
21 provide to the Trustee all reasonably obtainable, detailed information regarding the Transfer Assets  
22 that will enable the Trustee to prepare a beginning balance sheet for the Creditors' Trust; and (b)  
23 notwithstanding the expiration of the Assistance Period, Carinalli shall (i) cooperate with the Trustee  
24 to the same extent, and in the same manner, as would be legally incumbent upon a chapter 7 debtor  
25 in responding to reasonable requests for information made by a chapter 7 trustee; and (ii) appear as a  
26 witness at deposition or trial as reasonably requested by the Trustee without the necessity of  
27 subpoena or service of process, at no cost to Carinalli or the Trustee.

28 7.8. Compensation for Assistance Efforts. Carinalli shall be compensated from the

1 Creditors' Trust assets for the Assistance Efforts as follows:

2 7.8.1. During the initial twelve (12) months of the Assistance Period, at a flat  
3 monthly rate of \$15,000, during which Carinalli shall commit his full time and efforts on a  
4 reasonable basis to the Assistance Efforts and shall not (except with the written approval of  
5 the Trustee and the Plan Committee in their sole discretions) obtain employment in any other  
6 capacity or become involved in any real estate investments outside of the Assistance Efforts  
7 or otherwise compete with the tasks of the Trustee or the Creditors' Trust under the Plan;

8 7.8.2. For any period after the initial twelve months of the Assistance Period, at such  
9 monthly or hourly rate and such other terms as may be agreed upon in writing between the  
10 Trustee and Carinalli, each in their sole discretion; and

11 7.8.3. Provided that Carinalli has fulfilled his obligations to provide the Assistance  
12 Efforts, an incentive-based fee (the "Incentive Fee") equal to the following: (a) for every  
13 \$100.00 distributed by the Trustee on account of Allowed Claims within Class H between  
14 40.00% and 75.00% of the allowed amounts of such claims, Carinalli shall receive \$2.00; and  
15 (b) for every \$100.00 distributed by the Trustee on account of Allowed Claims within Class H  
16 in excess of 75.00% of the allowed amounts of such claims, Carinalli shall receive \$5.00.

17 7.9. Revesting of Excluded Assets. As of the Effective Date, full title and ownership of  
18 each of the Excluded Assets shall be revested in the Reorganized Debtors.

19 7.10. Reorganized Debtors' Assets Not Property of the Estate or Trust. Notwithstanding  
20 any other provision of the Plan or order of the Bankruptcy Court, each and every right, title, interest  
21 or asset acquired by the Reorganized Debtors on or after the Effective Date, including without  
22 limitation the Excluded Assets and all proceeds, profits, income and revenue arising from personal  
23 services or investments rendered or made on or after the Effective Date, shall be owned and acquired  
24 by the Reorganized Debtors on their own accounts, and shall not be property of the Estate or the  
25 Creditors' Trust for any purpose. All such rights, title, interests and assets shall be free and clear of  
26 any Claims against the Estate or the Creditors' Trust, and any claims or obligations of any kind  
27 arising prior to the Effective Date, but shall be subject to any valid and enforceable liens specifically  
28 encumbering the Excluded Assets existing as of the Effective Date.

1           7.11. Creditors' Committee. The Committee shall be dissolved and terminated as of the  
2 Effective Date.

3           7.12. Professional Retention and Compensation. Post-Effective Date retention and  
4 compensation of professionals shall be governed by the following provisions:

5                   7.12.1. Trustee's Professionals. Subject to the provisions of Section 7.6.3 of the  
6 Plan, the Trustee shall be entitled to employ and retain professionals without the necessity of  
7 notice to Creditors or approval by the Bankruptcy Court.

8                   7.12.2. Plan Committee's Professionals. The Plan Committee shall be entitled to  
9 employ and retain professionals without the necessity of notice to Creditors or approval by the  
10 Bankruptcy Court, in the event of a dispute with the Trustee or a request to remove the  
11 Trustee.

12                   7.12.3. Compensation. The Trustee shall pay compensation and expense  
13 reimbursements requested by all such professionals retained by the Plan Committee and the  
14 Trustee, as well as her own requested compensation and expense reimbursements, for all  
15 services rendered by the Trustee or any of such professionals in the implementation of the  
16 Plan, only upon (a) five (5) Business Days' notice by such professionals or the Trustee to the  
17 Trustee, the Reorganized Debtors, the United States Trustee and the Plan Committee, or (b) if  
18 a written objection is received from the Trustee, the Reorganized Debtors, the United States  
19 Trustee or the Plan Committee within such five (5) Business Days' period, an order of the  
20 Bankruptcy Court following no less than fourteen (14) days' notice and opportunity for  
21 hearing to such parties.

22           7.13. Preservation of Causes of Action. Each and every claim, right, cause of action, claim  
23 for relief and other entitlement held by the Estate as of the Effective Date, whether arising under  
24 Sections 502, 506, 510, 541, 542, 543, 544, 545, 550, 551, 552 or 553 of the Bankruptcy Code or  
25 arising otherwise (including without limitation claims arising prior to the Petition Date), other than  
26 those waived or released by the express terms of the Plan or the Confirmation Order, shall be  
27 deemed fully preserved and transferred to the Creditors' Trust, and such claims and causes of action  
28 shall be administered by the Trustee. As of the Effective Date, the Trustee shall be deemed to have

1 been appointed as the representative of the Estate by the Bankruptcy Court, pursuant to Section  
2 1123(b)(3)(B) of the Bankruptcy Code, for purposes of any and all of the foregoing claims, rights,  
3 causes of actions, claims for relief and any other entitlement held by the Estate. Notwithstanding the  
4 foregoing, the following shall apply to specific enumerated matters:

5 7.13.1. All disputes between the Debtors and Fourth Street Redevelopment Group,  
6 as set forth in the complaint filed in the adversary proceeding entitled *Mack Staley, et al. v.*  
7 *Clement and Ann Carinalli*, A.P. no. 10-01104, shall be either (a) deemed fully resolved  
8 pursuant to the Settlement Agreement (Fourth Street Redevelopment Group) entered into as  
9 of September 14, 2010 among the parties to said adversary proceeding, if such settlement  
10 agreement is approved by the Bankruptcy Court pursuant to Rule 9019 of the Federal Rules  
11 of Bankruptcy Procedure; or (b) resolved by the outcome of said adversary proceeding, in  
12 which the Trustee shall be substituted as the party-defendant.

13 7.13.2. Upon her appointment, the Trustee shall automatically (a) be substituted  
14 into the adversary proceeding entitled *Official Committee of Unsecured Creditors v. Kelly*  
15 *Investment Co., et al.*, A.P. No. 10-01089, pending before the Bankruptcy Court, as plaintiff  
16 in place and stead of the Committee; and (b) assume the rights and obligations of the  
17 Committee under the terms of the *Order Granting Debtors' Motion For Approval Of Sale Of*  
18 *Real Property (7383 Shiloh Road, Santa Rosa, California)*, entered on May 26, 2010, and of  
19 the role of the Debtors and the Committee as appellees in the appeal of such order, pending  
20 in the United States District Court for the Northern District of California, Case No. 10-  
21 02698-MMC.

22 7.14. Tax Reporting Obligations. The Trustee shall make reports to appropriate taxing  
23 authorities and to holders of Allowed and Disputed Claims within Classes G and H as required by  
24 applicable law.

25 7.15. Reserves. Prior to making a *pro rata* distribution (the "Triggering Distribution")  
26 upon Allowed Claims within a Class, the Trustee shall establish a reserve for Claims within that  
27 Class to the extent that such Claims are Disputed Claims or are Claims for which payments are to be  
28 deferred in accordance with the terms of the Plan, as follows:

1           7.15.1.    Calculation. The amount reserved for each such Claim shall be on the  
2 same *pro rata* basis as the Triggering Distribution, based upon the lesser of (a) the amount  
3 asserted by the holder of the Claim to be owing and (b) such amount as the Bankruptcy Court  
4 may estimate for all distribution purposes upon motion of the Trustee, which motion may be  
5 made initially or from time to time.

6           7.15.2.    Reserve Maintenance And Interest. Such reserves may be established and  
7 maintained by the Trustee as accounting entries, without the necessity of transfers of funds  
8 out of the Creditors' Trust's general accounts, *provided* that sufficient funds are maintained  
9 in such general accounts to support the accounting entries. Any interest earned upon such  
10 reserved funds shall be earned for the account of, and retained by, the Creditors' Trust for its  
11 general purposes, and not for the benefit of the holder of the Disputed or unmatured Claim.

12           7.15.3.    Release of Reserved Funds. Reserved funds shall be released as Disputed  
13 Claims are resolved by a Final Order or as unmatured Claims mature, as the case may be, as  
14 follows: (a) a payment to the holder of such Claim, calculated on the same *pro rata* basis as  
15 the Triggering Distribution, based upon the portion, if any, of the Claim that has become a  
16 matured Allowed Claim, by virtue of a Final Order; and (b) retention by the Creditors' Trust,  
17 for its general purposes, of all other funds reserved for such Claim.

18           7.16.    Unclaimed Distributions. If any holder of a Claim fails to deposit or accept a  
19 distribution tendered by the Trustee to such holder with respect to such Claim within ninety (90)  
20 days following the date of such distribution, then the distribution with respect to such holder shall be  
21 cancelled, such Claim shall be deemed fully released, waived and discharged, and there shall be no  
22 further distributions required with respect to such Claim.

23           7.17.    De Minimis Distributions. The Trustee shall not be required to make any payment of  
24 less than \$50.00 on account of an Allowed Claim, unless it is the final payment to be made on  
25 account of such Allowed Claim under the terms of the Plan. In the event that a *pro rata* distribution  
26 with respect to such an Allowed Claim would otherwise require such a payment of less than \$50.00,  
27 the Trustee may withhold such payment and aggregate it with a subsequent payment upon such  
28 Allowed Claim.

1           7.18. Compliance With Tax Requirements. In connection with the Plan, to the extent  
2 applicable, the Trustee shall comply with all tax withholding and reporting requirements imposed on  
3 the Trustee or the Creditors' Trust by any governmental unit, and all distributions made pursuant to  
4 the Plan shall be subject to, and reduced by, such withholding and reporting requirements. The  
5 Trustee shall be deemed to be authorized to take any actions that may be necessary or appropriate in  
6 order to comply with such withholding and reporting requirements, including but not limited to  
7 requiring recipients to fund the payment of such withholding as a condition to delivery.  
8 Notwithstanding any other provision of the Plan, each person or entity receiving a distribution of  
9 Cash pursuant to the Plan will have sole and exclusive responsibility for the satisfaction and  
10 payment of any tax obligations imposed on him, her or it by any governmental unit on account of  
11 such distribution, including income withholding and other tax obligations.

12           7.19. Quarterly Fees. At all times on and after the Effective Date, the Trustee shall pay  
13 from funds of the Creditors' Trust, for deposit into the United States Treasury, the quarterly fees  
14 owing to the United States Trustee pursuant to the provisions of Section 1930(a)(6) of Title 28 of the  
15 United States Code, for each calendar quarter (including any fraction thereof) until the Chapter 11  
16 Case has been closed by the entry of a final decree, converted or dismissed.

17           7.20. Objections to Claims. On and after the Effective Date, only the Trustee may file,  
18 serve, prosecute or compromise objections to any Claim, or request estimations of Claims.

19           7.21. Other Actions. On and after the Effective Date, the Trustee, the Reorganized  
20 Debtors, the Plan Committee, and other parties, as appropriate, shall execute and deliver such  
21 documents, and take such actions, as reasonably necessary to complete and evidence the transactions  
22 contemplated and described in this Plan, *provided* that if any such party fails to so act, the Trustee  
23 and the Reorganized Debtors shall be authorized to so act on such party's behalf, pursuant to an  
24 order of the Court issued on no less than fourteen (14) days' notice under the provisions of Section  
25 1142(b) of the Bankruptcy Code.

26           7.22. Term of Injunctions and Stays. Unless otherwise provided herein or by an order of  
27 the Court, any injunctions or stays issued or effective as of the Confirmation Date in the Chapter 11  
28 Case, whether under the provisions of Sections 105 or 362 of the Bankruptcy Code or otherwise,

1 shall remain in full force and effect until the Effective Date.

2           7.23. Discharge of Reorganized Debtors. Notwithstanding any other provision of the Plan  
3 or of the Bankruptcy Code and except as to valid and enforceable liens specifically encumbering the  
4 Excluded Assets as of the Effective Date, each of the Reorganized Debtors shall be discharged of (a)  
5 all Claims, liens, obligations and charges of any kind existing or arising prior to the Effective Date  
6 (other than Allowed Unsecured Claims) as of the Effective Date, and (b) all Allowed Unsecured  
7 Claims as of the date when any and all rights, claims or causes of action of the Estate, the Trustee  
8 and the Creditors' Trust against or involving an insider (as that term is defined by Section 101 of the  
9 Bankruptcy Code, but specifically including for purposes herein, the Debtors' children, Dennis  
10 Hunter, James Ratto and any affiliates thereof) are closed, settled or otherwise resolved (whether  
11 consensually or otherwise) by the entry of Final Orders or consummation of settlements and in no  
12 event later than any period under applicable nonbankruptcy law or this Plan, Sections 108 or 546 of  
13 the Bankruptcy Code, or by agreement of the applicable parties, within which the Estate, the Trustee  
14 or the Creditors' Trust may commence an action or an objection to Claim against or involving an  
15 insider. The Debtors may obtain an order of the Court establishing the passing of that date upon  
16 request, upon notice to the Trustee. There shall be no right of any party in interest to seek to delay  
17 such discharge beyond the timing contemplated hereby. Without limiting the generality of the  
18 foregoing, neither of the Reorganized Debtors shall be liable for any claims or obligations of the  
19 Estate or the Creditors' Trust arising after the Effective Date to any extent. The contents of this  
20 Section 7.23 shall also be contained in the Confirmation Order, and the confirmation process and  
21 notice of the Confirmation Hearing shall serve as adequate notice and hearing in order to satisfy the  
22 requirements of Section 1141(d)(5)(A) of the Bankruptcy Code, to the extent applicable, for the  
23 inclusion of such contents in the Confirmation Order. Nothing in this Section 7.23 is intended to  
24 affect or impair (a) the priority, validity or enforceability of any valid liens encumbering any of the  
25 Transfer Assets as of the Effective Date, which liens are addressed by other provisions of this Plan;  
26 or (b) the outcome of the adversary proceeding entitled *North Coast Bank, etc. v. Clement C.*  
27 *Carinalli*, A.P. No. 10-01053, pending before the Bankruptcy Court.

28           7.24. Permanent Satisfaction And Injunction. Except as to valid and enforceable liens

1 specifically encumbering the Excluded Assets as of the Effective Date, and subject to the provisions  
2 of Section 7.23 above, the rights afforded herein, and the treatment of all Claims and Interests set  
3 forth herein, shall be in full exchange for, and in complete satisfaction, discharge and release of, all  
4 Claims and Interests of any kind or nature whatsoever, whether known or unknown, matured or  
5 contingent, liquidated or unliquidated, existing, arising or accruing, whether or not yet due, prior to  
6 the Effective Date, including without limitation any Claims, or interest on Claims, accruing on or  
7 after the Petition Date, against either of the Debtors, the Estate, or any assets or property of any of  
8 the foregoing persons. Except as, and to the extent, expressly provided in the Plan, (a) all such  
9 Claims against the Debtors, the Estate or any assets or property of either of the foregoing persons,  
10 shall be deemed fully and finally satisfied, discharged and released; and (b) all persons shall be fully  
11 and finally barred, enjoined and precluded from asserting against any of the Reorganized Debtors,  
12 the Trustee, the Creditors' Trust or any of their respective assets, any such Claims or Interests, or  
13 any other claims or interests based upon any act or omission, transaction, agreement, right, privilege,  
14 duty, entitlement, obligation or other event or activity of any kind or nature whatsoever that occurred  
15 prior to the Effective Date. Nothing in this Section 7.24 is intended to affect or impair the outcome  
16 of the adversary proceeding entitled *North Coast Bank, etc. v. Clement C. Carinalli*, A.P. No. 10-  
17 01053, pending before the Bankruptcy Court.

18 7.25. Indemnification and Insurance. The Trustee, the Plan Committee and its members,  
19 and the Reorganized Debtors, shall be indemnified by the Estate with respect to their implementation  
20 of the Plan and their post-Effective Date activities in connection with the administration and  
21 implementation of the Plan, but not as to their own gross negligence or intentional misconduct. To  
22 the extent reasonably available and determined to be reasonable by the Plan Committee, the Trustee  
23 shall purchase errors and omissions insurance coverage for the Trustee, the Plan Committee and its  
24 members, and their respective professionals.

25 7.26. Estimation of Claims. At any time after the Effective Date, the Trustee may request  
26 estimation of a Disputed Claim, including without limitation any Claim that is contingent or  
27 unliquidated in amount, pursuant to the provisions of Section 502(c) of the Bankruptcy Code. Such  
28 request may be made by motion or complaint, and may seek such estimation for all purposes,

1 including final allowance of the Claim for purposes of distributions under the Plan.

2 7.27. Postconfirmation Reports. Within thirty (30) days following the end of each calendar  
3 quarter occurring after the Effective Date and until, the Chapter 11 Case has been closed by the entry  
4 of a final decree, converted or dismissed, the Trustee shall file with the Bankruptcy Court, and serve  
5 upon the Postconfirmation Recipients, a postconfirmation report, the purpose of which is to explain  
6 the progress made toward full administration of the Plan. The first such report shall be filed for the  
7 portion of the calendar quarter from the Effective Date until the end of the calendar quarter in which  
8 it occurs.

9 **ARTICLE VIII**

10 **RETENTION OF JURISDICTION**

11 8.1. Generally. Until the Chapter 11 Case has been closed, and thereafter upon a motion  
12 to reopen the case, the Bankruptcy Court shall have exclusive jurisdiction of all matters concerning  
13 the allowance of Claims and Interests, and the interpretation and implementation of the Plan,  
14 pursuant to, and for all purposes of, Sections 105(a) and 1142 of the Bankruptcy Code, including  
15 without limitation the following purposes:

16 8.1.1. to hear and determine applications for the assumption or rejection of  
17 executory contracts or unexpired leases, if any are pending on the Effective Date, and the  
18 allowance of Claims resulting therefrom;

19 8.1.2. to determine any and all claims, causes of action, adversary proceedings,  
20 applications and contested matters which are pending on the Effective Date or which are  
21 thereafter commenced by or related to the Reorganized Debtors, the Trustee, the Creditors'  
22 Trust or the Estate;

23 8.1.3. to hear and determine any objection to, or requests for estimation of,  
24 Claims;

25 8.1.4. to enter and implement such orders as may be appropriate in the event that  
26 the Confirmation Order is for any reason stayed, revoked, modified, or vacated;

27 8.1.5. to issue such orders in aid of execution of the Plan, to the extent authorized  
28

1 by the provisions of Section 1142 of the Bankruptcy Code;

2 8.1.6. to consider any modifications of the Plan, to cure any defect or omission, or  
3 reconcile any inconsistency in any order of the Court, including, without limitation, the  
4 Confirmation Order;

5 8.1.7. to hear and determine all applications for Professional Fees accrued through  
6 the Effective Date, and for professional fees incurred thereafter in the event of a timely  
7 objection;

8 8.1.8. to hear and determine disputes arising in connection with the interpretation,  
9 implementation or enforcement of the Plan;

10 8.1.9. to hear and determine matters concerning state, local and federal taxes in  
11 accordance with Sections 346, 505, and 1146 of the Bankruptcy Code; and

12 8.1.10. to enter a final decrees closing said cases, and orders reopening said cases as  
13 appropriate.

14 **ARTICLE IX**

15 **MISCELLANEOUS PROVISIONS**

16 9.1. Exemption from Transfer Taxes. Pursuant to the provisions of Section 1146(a) of the  
17 Bankruptcy Code, the issuance, transfer or exchange of notes or equity securities under the Plan, the  
18 creation of any mortgage, deed of trust or other security interest, the making or assignment of any  
19 lease or sublease, the sale or other transfer of any assets by the Trustee to a third party, or the making  
20 or delivery of any deed or other instrument of transfer under, in furtherance of, or in connection with  
21 the Plan, including any deeds, bills of sale or assignments executed in connection with any of the  
22 transactions contemplated under the Plan (including without limitation any and all transfers to the  
23 Creditors' Trust as contemplated by the Plan), shall not be subject to any stamp, sales, transfer, real  
24 estate transfer, mortgage recording or other similar tax.

25 9.2. Binding Effect. The Plan shall be binding upon and inure to the benefit of each of the  
26 Reorganized Debtors and all holders of Claims and Interests and their respective successors and  
27 assigns, whether or not they have accepted the Plan.  
28

1           9.3. Ratification. Subject to all of the terms of this Plan, the Confirmation Order shall be  
2 deemed to ratify all transactions effectuated by the Debtors during the pendency of the Chapter 11  
3 Case to the extent either in the ordinary course of business or pursuant to an order of the Court.

4           9.4. Notices. Any notice required or permitted to be provided under the terms of the Plan  
5 shall be in writing and shall be served by the quickest practical available method of delivery (which  
6 shall be conclusively presumed to be (a) by hand delivery or (b) by facsimile or electronic mail with  
7 hard copy to follow by overnight courier, as to the Reorganized Debtors, the Trustee and the Plan  
8 Committee). All notices to the Reorganized Debtors, the Plan Committee or the Trustee shall be  
9 delivered as follows (or as otherwise directed by such party by notice given pursuant hereto):

10 To the Reorganized Debtors:

11           Clement and Ann Marie Carinalli  
12           520 Mendocino Avenue, Suite 250  
13           Santa Rosa, CA 95401  
14           Telephone: (707) 578-1302  
15           Facsimile: (707) 525-1206  
16           Email: [Clemc@sonic.net](mailto:Clemc@sonic.net)

17 *With a copy to:*

18           Merle C. Meyers, Esq.  
19           Edie Walters, Esq.  
20           MEYERS LAW GROUP, P.C.  
21           44 Montgomery Street, Suite 1010  
22           San Francisco, CA 94104  
23           Telephone: (415) 362-7500  
24           Facsimile: (415) 362-7515  
25           Email: [mmeyers@mlg-pc.com](mailto:mmeyers@mlg-pc.com)  
26                        [ewalters@mlg-pc.com](mailto:ewalters@mlg-pc.com)

27 To the Plan Committee: To be determined.

28 To the Trustee:

          Andrea A. Wirum  
          P.O. Box 1108  
          Lafayette, CA 94549  
          Telephone: (415) 294-7710  
          Facsimile: (415) 294-7710  
          Email: [trustee@wirum.com](mailto:trustee@wirum.com)

*With a copy to:*

1 John D. Fiero, Esq.  
2 Maxim B. Litvak, Esq.  
3 PACHULSKI STANG ZIEHL & JONES LLP  
4 150 California Street, 15<sup>th</sup> Floor  
5 San Francisco, CA 94111  
6 Telephone: (415) 263-7000  
7 Facsimile: (415) 263-7010  
8 Email: [jfiero@pszjlaw.com](mailto:jfiero@pszjlaw.com)  
9 [mlitvak@pszjlaw.com](mailto:mlitvak@pszjlaw.com)  
10

11 9.5. Governing Law. Except to the extent that the Bankruptcy Code or Bankruptcy Rules  
12 are applicable, the rights and obligations arising under the Plan shall be governed by, and construed  
13 and enforced in accordance with, the laws of the State of California, without giving effect to the  
14 conflict of laws provisions thereof.

15 9.6. Headings. Headings are used in the Plan for convenience and reference only, and  
16 shall not constitute a part of the Plan for any other purpose.

17 9.7. Exhibits. Any and all exhibits to the Plan are incorporated into and are a part of the  
18 Plan as if set forth in full herein.

19 9.8. Closing Case. At such point as the Bankruptcy Court determines, upon a motion of  
20 the Trustee, and following twenty (20) days' notice and an opportunity for hearing to all  
21 Postconfirmation Recipients, that all pending claims objections, contested matters and adversary  
22 proceedings have been resolved, or that the Chapter 11 Case need remain open no longer despite the  
23 pendency of such objections, matters or proceedings, the Chapter 11 Case may be closed by the  
24 terms of a final decree of the Bankruptcy Court, *provided* that such case may be reopened thereafter  
25 if necessary in order to facilitate any of the actions contemplated by the terms of this Plan.

26 DATED: November 16, 2010

27 /s/ Clement C. Carinalli  
28 CLEMENT C. CARINALLI, Debtor

/s/ Ann Marie Carinalli  
ANN MARIE CARINALLI, Debtor

OFFICIAL COMMITTEE OF UNSECURED  
CREDITORS

By: /s/ Eric Woodstrom  
Eric Woodstrom, Co-Chairperson

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Approved and submitted by:  
  
MEYERS LAW GROUP, P.C.  
Merle C. Meyers, Esq., CA Bar #66849

PACHULSKI STANG ZIEHL & JONES LLP  
John D. Fiero, Esq., CA Bar #136557

By: /s/ Merle C. Meyers  
Merle C. Meyers, Esq.  
Attorneys for Debtors

By: /s/ John D. Fiero  
John D. Fiero, Esq.  
Attorneys for Committee

**EXHIBIT "A"**  
**SCHEDULE OF DEFINITIONS**

As used herein or in the Plan, the following terms have the meanings specified below, unless the context otherwise requires:

1. 1002 Orchard Property means that certain real property and improvements located at 1002 Orchard Street, Santa Rosa, California 95404, Sonoma County assessor's parcel no. 180-610-032.
2. 104 Shiloh Property means that certain real property and improvements located at 104 Shiloh Road, Windsor, California 95492, Sonoma County assessor's parcel no. 059-310-057.
3. 1064 Santa Rosa Property means that certain real property and improvements located at 1064 Santa Rosa Avenue, Santa Rosa, California 95404, Sonoma County assessor's parcel no. 038-101-001.
4. 1120-15<sup>th</sup> Property means that certain real property and improvements located at 1120-15<sup>th</sup> Street, Santa Rosa, California 95404, Sonoma County assessor's parcel no. 180-680-003.
5. 11961 Bitney Springs Property means that certain real property and improvements located at 11961 Bitney Springs Road, Nevada City, California 95959, Nevada County assessor's parcel no. 052-070-006.
6. 120 Scenic Property means that certain real property and improvements located at 120 Scenic Avenue, Santa Rosa, California 95407, Sonoma County assessor's parcel no. 045-033-034.
7. 1207 College Property means that certain real property and improvements located at 1207 College Avenue, Santa Rosa, California 95404, Sonoma County assessor's parcel no. 180-810-027.
8. 12760 Sulphur Property means that certain real property and improvements located at 12760 Sulphur Bank Drive, Clearlake, California 95422, Lake County assessor's parcel nos. 010-002-611, 010-002-612, 010-004-270, 010-004-280, 010-004-290, 010-004-300 and 010-019-130.
9. 13019 Crest Property means that certain real property and improvements located at 13019 Crest Street, Clearlake, California 95422, Lake County assessor's parcel no. 038-263-320.
10. 13193 Lakeshore Property means that certain real property and improvements located at 13193 Lakeshore Drive and 13194 Lakeshore Drive, Clearlake, California 95422, Lake County assessor's parcel nos. 037-282-270 and 037-284-180.
11. 1375 West Property means that certain real property and improvements located at 1375 West Avenue, Santa Rosa, California 95407, Sonoma County assessor's parcel no. 125-341-008.
12. 1466 Hearn Property means that certain real property and improvements located at 1466 Hearn Avenue, Santa Rosa, California 95407, Sonoma County assessor's parcel no. 043-071-026.

1           13.     1500 Hearn Property means that certain real property and improvements located at  
2 1500 Hearn Avenue, Santa Rosa, California 95407, Sonoma County assessor's parcel no. 043-071-  
3 030.

4           14.     1550 Hearn Property means that certain real property and improvements located at  
5 1550 Hearn Avenue, Santa Rosa, California, 95407, Sonoma County assessor's parcel no. 043-072-  
6 014 and 043-072-015.

7           15.     15815-23<sup>rd</sup> Property means that certain real property and improvements located at  
8 15815 23<sup>rd</sup> Avenue, Clearlake, California 95422, Lake County assessor's parcel no. 042-163-040.

9           16.     15825-23<sup>rd</sup> Property means that certain real property and improvements located at  
10 15825 23<sup>rd</sup> Avenue, Clearlake, California 95422, Lake County assessor's parcel no. 042-163-050.

11           17.     15873-27<sup>th</sup> Property means that certain real property and improvements located at  
12 15873 27<sup>th</sup> Avenue, Clearlake, California 95422, Lake County assessor's parcel no. 042-152-290.

13           18.     15883-27<sup>th</sup> Property means that certain real property and improvements located at  
14 15883 27<sup>th</sup> Avenue, Clearlake, California 95422, Lake County assessor's parcel no. 042-152-350.

15           19.     15885-27<sup>th</sup> Property means that certain real property and improvements located at  
16 15885 27<sup>th</sup> Avenue, Clearlake, California 95422, Lake County assessor's parcel no. 042-152-340.

17           20.     15893-27<sup>th</sup> Property means that certain real property and improvements located at  
18 15893 27<sup>th</sup> Avenue, Clearlake, California 95422, Lake County assessor's parcel no. 042-152-330.

19           21.     1615 Fulton Property means that certain real property and improvements located at  
20 1615 Fulton Road, Santa Rosa, California 95403, Sonoma County assessor's parcel no. 157-020-  
21 009.

22           22.     16214-33<sup>rd</sup> Property means that certain real property and improvements located at  
23 16214 33<sup>rd</sup> Avenue, Clearlake, California 95422, Lake County assessor's parcel no. 041-213-370.

24           23.     170 Shiloh Property means that certain real property and improvements located at 170  
25 Shiloh Road, Windsor, California 95492, Sonoma County assessor's parcel no. 059-310-039.

26           24.     1701 Santa Rosa Property means that certain real property and improvements located  
27 at 1701 Santa Rosa Avenue, Santa Rosa, California 95404, Sonoma County assessor's parcel no.  
28 037-180-028.

          25.     1745 West Lake Property means that certain real property and improvements located  
at 1745 West Lake Drive, Kelseyville, California 95451, Sonoma County assessor's parcel nos. 044-  
161-230, 044-161-240 and 044-161-250.

          26.     180 Shiloh Property means that certain real property and improvements located at 180  
Shiloh Road, Windsor, California 95492, Sonoma County assessor's parcel no. 059-310-038.

          27.     1899 Mendocino Property means that certain real property and improvements located  
at 1899 Mendocino Avenue, Santa Rosa, California 95401, Sonoma County assessor's parcel no.  
180-310-012.

1 28. 19297 East Highway Property means that certain real property and improvements  
2 located at 19297 East Highway 20, Clearlake Oaks, California 95423, Lake County assessor's parcel  
nos. 006-019-120, 010-009-180 and 010-009-210.

3 29. 199 Calistoga Property means that certain real property and improvements located at  
4 199 Calistoga Road, Santa Rosa, California 95409, Sonoma County assessor's parcel no. 183-410-  
046.

5 30. 2036 Linwood Property means that certain real property and improvements located at  
6 2036 Linwood Avenue, Santa Rosa, California 95404, Sonoma County assessor's parcel no. 038-  
254-002.

7 31. 2074 Armory Property means that certain real property and improvements located at  
8 2074 and 2076 Armory Drive, Santa Rosa, California 95401, Sonoma County assessor's parcel no.  
9 180-270-044.

10 32. 21000 Santa Clara Property means that certain real property and improvements  
11 located at 21000 Santa Clara Road, Middletown, California 95461, Lake County assessor's parcel  
no. 014-380-090.

12 33. 2107 Wood Brooks Property means that certain real property and improvements  
13 located at 2107 Wood Road, Santa Rosa, California 95404, Sonoma County assessor's parcel no.  
059-050-006.

14 34. 2125 W. College Property means that certain real property and improvements located  
15 at 2125 and 2131 W. College Avenue, Santa Rosa, California 95401, Sonoma County assessor's  
parcel nos. 152-133-003 and 152-133-004.

16 35. 213 Willow Property means that certain real property and improvements located at  
17 213 Willow Street, Santa Rosa, California 95401, Sonoma County assessor's parcel no. 125-051-  
080.

18 36. 2136 Franklin Property means that certain real property and improvements located at  
19 2136 Franklin Avenue, Santa Rosa, California 95404, Sonoma County assessor's parcel no. 180-  
200-017.

21 37. 2137 Dennis Property means that certain real property and improvements located at  
22 2137 Dennis Lane, Santa Rosa, California 95403, Sonoma County assessor's parcel no. 059-010-  
009.

23 38. 21837 Geyserville Property means that certain real property and improvements  
24 located at 21837 Geyserville Avenue Geyserville, California 95441, Sonoma County assessor's  
parcel no. 140-180-035.

25 39. 2225 Burbank Property means that certain real property and improvements located at  
26 2225 Burbank Avenue, Santa Rosa, California 95407, Sonoma County assessor's parcel no. 125-  
511-018.

27 40. 2390 San Miguel Property means that certain real property and improvements located  
28 at 2390 San Miguel, Santa Rosa, California 95403, Sonoma County assessor's parcel no. 034-043-

1 005.

2 41. 2420 San Miguel Property means that certain real property and improvements located  
3 at 2420 San Miguel Avenue, Santa Rosa, California 95403, Sonoma County assessor's parcel no.  
4 034-043-039.

5 42. 2488 Fulton Property means that certain real property and improvements located at  
6 2488 Fulton Road, Santa Rosa, California 95403, Sonoma County assessor's parcel no. 034-030-  
7 071.

8 43. 2601 Francisco Property means that certain real property and improvements located  
9 at 2601 Francisco Avenue, Santa Rosa, California 95403, Sonoma County assessor's parcel no. 034-  
10 030-013.

11 44. 2611 Fulton Property means that certain real property and improvements located at  
12 2611 Fulton Road, Santa Rosa, California 95439, Sonoma County assessor's parcel no. 059-030-  
13 010.

14 45. 2621 Guerneville Property means that certain real property and improvements located  
15 at 2621 Guerneville Road, Santa Rosa, California 95401, Sonoma County assessor's parcel no. 157-  
16 010-020.

17 46. 2633 Guerneville Property means that certain real property and improvements located  
18 at 2633 Guerneville Road, Santa Rosa, California 95401, Sonoma County assessor's parcel no. 157-  
19 010-019.

20 47. 2727 Dutton Property means that certain real property and improvements located at  
21 2727 Dutton Meadow, Santa Rosa, California 95407, Sonoma County assessor's parcel no. 043-072-  
22 018.

23 48. 2728 Sonoma Property means that certain real property and improvements located at  
24 2728 Sonoma Avenue, Santa Rosa, California 95405, Sonoma County assessor's parcel no. 013-121-  
25 013.

26 49. 2729 Stony Point Property means that certain real property and improvements located  
27 at 2729 Stony Point Road, Santa Rosa, California 95407, Sonoma County assessor's parcel no. 134-  
28 022-049.

50. 2800 Francisco Property means that certain real property and improvements located  
at 2800 Francisco Avenue, Santa Rosa, California 95403, Sonoma County assessor's parcel no. 059-  
020-014.

51. 2803 Dutton Property means that certain real property and improvements located at  
2803 Dutton Meadow, Santa Rosa, California 95405, Sonoma County assessor's parcel no. 043-111-  
001.

52. 2804 Beth Property means that certain real property and improvements located at  
2804 Beth Court (lot #6), Santa Rosa, California 95403, Sonoma County assessor's parcel no. 036-  
037-049.

1 53. 28365 Old Redwood Property means that certain real property and improvements  
2 located at 28365 Old Redwood Highway, Cloverdale, California 95425, Sonoma County assessor's  
3 parcel no. 115-240-005.

4 54. 2859 Linwood Property means that certain real property and improvements located at  
5 2859 Linwood Avenue, Santa Rosa, California 95404, Sonoma County assessor's parcel nos. 044-  
6 200-016 and 044-200-017.

7 55. 2863 West Steele Property means that certain real property and improvements located  
8 at 2863 West Steele Lane, Santa Rosa, California 95403, Sonoma County assessor's parcel no. 015-  
9 533-046.

10 56. 2860 Stony Point Property means that certain real property and improvements located  
11 at 2860, 2872, 2882 and 2894 Stony Point Road, Santa Rosa, California 95407, Sonoma County  
12 assessor's parcel nos. 134-042-043, 134-042-042, 134-042-011, 134-042-048 and 134-042-049.

13 57. 2882 Stony Point Property means that certain real property and improvements located  
14 at 2882 Stony Point Road, Santa Rosa, California 95407, Sonoma County assessor's parcel no. 134-  
15 042-049.

16 58. 2957 Dutton Property means that certain real property and improvements located at  
17 2957 Dutton Meadow, Santa Rosa, California 95407, Sonoma County assessor's parcel no. 043-121-  
18 001.

19 59. 2960 Stony Point Property means that certain real property and improvements located  
20 at 2960 Stony Point Road, Santa Rosa, California 95407, Sonoma County assessor's parcel no. 134-  
21 042-041.

22 60. 2967 Dutton Property means that certain real property and improvements located at  
23 2967 Dutton Meadow, Santa Rosa, California 95407, Sonoma County assessor's parcel no. 043-121-  
24 011.

25 61. 3096-15<sup>th</sup> Property means that certain real property and improvements located at 3096  
26 15<sup>th</sup> Street, Clearlake, California 95422, Lake County assessor's parcel no. 038-141-430.

27 62. 3109 Montgomery Property means that certain real property and improvements  
28 located at 3109 Montgomery Drive, Santa Rosa, California 95405, Sonoma County assessor's parcel  
no. 013-221-009.

63. 3130 Piner Property means that certain real property and improvements located at  
3130 Piner Street, Santa Rosa, California 95401, Sonoma County assessor's parcel no. 034-081-059.

64. 3131 Primrose Property means that certain real property and improvements located at  
3131 Primrose Avenue, Santa Rosa, California 95407, Sonoma County assessor's parcel no. 134-  
076-008.

65. 3136 Edgewood Property means that certain real property and improvements located  
at 3136 Edgewood Drive, Kelseyville, California 95451, Lake County assessor's parcel no. 045-233-  
040.

1 66. 3222 Piner Property means that certain real property and improvements located at  
2 3222 Piner Road, Santa Rosa, California 95401, Sonoma County assessor's parcel no. 034-081-024.

3 67. 3310 Santa Rosa Property means that certain real property and improvements located  
4 at 3310 Santa Rosa Avenue, Santa Rosa, California 95407, Sonoma County assessor's parcel no.  
5 044-101-078.

6 68. 3364 Coffey Property means that certain real property and improvements located at  
7 3364 Coffey Lane and 1701 Furia Place, Santa Rosa, California 95403, Sonoma County assessor's  
8 parcel nos. 034-650-011, 034-650-012, 034-650-013, 034-650-014, 034-650-015, 034-650-016 and  
9 034-650-017.

10 69. 3422 Santa Rosa Property means that certain real property and improvements located  
11 at 3422 Santa Rosa Avenue, Santa Rosa, California 95407, Sonoma County assessor's parcel no.  
12 134-132-070.

13 70. 3470 Santa Rosa Property means that certain real property and improvements located  
14 at 3470 Santa Rosa Avenue, Santa Rosa, California 95407, Sonoma County assessor's parcel no.  
15 134-132-016.

16 71. 3524 Mendocino Property means that certain real property and improvements located  
17 at 3524 Mendocino Avenue, Santa Rosa, California 95403, Sonoma County assessor's parcel nos.  
18 173-040-012 and 173-040-013.

19 72. 3548 Brooks Avenue means that certain real property and improvements located at  
20 3548 Brooks Avenue, Santa Rosa, California, Sonoma County assessor's parcel no. 044-141-005.

21 73. 3579 Brooks Property means that certain real property and improvements located at  
22 3579 Brooks Avenue, Santa Rosa, California 95407, Sonoma County assessor's parcel no. 134-132-  
23 036.

24 74. 3615 Vista Property means that certain real property and improvements located at  
25 3615 Vista Street, Clearlake, California 95422, Lake County assessor's parcel no. 039-653-250.

26 75. 3708 Barnes Property means that certain real property and improvements located at  
27 3708 Barnes Road, Santa Rosa, California 95403, Sonoma County assessor's parcel nos. 034-480-  
28 052, 034-480-053, 034-480-054, 034-480-055, 034-480-056, 034-480-057, 034-480-058, 034-480-  
060, 034-480-063, 034-480-064, 034-480-065, 034-480-066, 034-480-067, 034-480-068, 034-480-  
069, 034-480-070 and 034-480-071.

76. 3765 Lakeville Property means that certain real property and improvements located at  
3765 Lakeville Highway, Petaluma, California 94954, Sonoma County assessor's parcel no. 017-  
150-018.

77. 3771 Lakeville Property means that certain real property and improvements located at  
3771 Lakeville Highway, Petaluma, California 94954, Sonoma County assessor's parcel no. 017-  
150-017.

78. 3917 Stony Point Property means that certain real property and improvements located  
at 3917 and 3227 Stony Point Road, Santa Rosa, California 95407, Sonoma County assessor's parcel

1 nos. 134-151-034 and 134-151-036.

2 79. 3990 Wallace Property means that certain real property and improvements located at  
3 3990 Wallace Road, Santa Rosa, California 95404, Sonoma County assessor's parcel no. 029-050-  
4 041.

5 80. 4000 Wallace Property means that certain real property and improvements located at  
6 4000 Wallace Road, Santa Rosa, California 95404, Sonoma County assessor's parcel no. 029-050-  
7 040.

8 81. 403 Chinn Property means that certain real property and improvements located at 403  
9 Chinn Street, Santa Rosa, California 95404, Sonoma County assessor's parcel no. 009-101-005.

10 82. 408 Calistoga Property means that certain real property and improvements located at  
11 408 Calistoga Road, Santa Rosa, California 95409, Sonoma County assessor's parcel no. 153-430-  
12 032.

13 83. 409 College Property means that certain real property and improvements located at  
14 409 College Avenue, Santa Rosa, California 95401, Sonoma County assessor's parcel no. 180-760-  
15 064.

16 84. 411-E Property means that certain real property and improvements located at 411 "E"  
17 Street and 747 Fifth Street, Santa Rosa, California 95404, Sonoma County assessor's parcel no. 009-  
18 055-007.

19 85. 416 King Property means that certain real property and improvements located at 416  
20 King Street, Santa Rosa, California 95404, Sonoma County assessor's parcel no. 009-053-002.

21 86. 416 Macklyn Property means that certain real property and improvements located at  
22 416 Macklyn Avenue, Santa Rosa, California 95405, Sonoma County assessor's parcel no. 014-092-  
23 003.

24 87. 420 Brookwood Property means that certain real property and improvements located  
25 at 420 Brookwood Street, Santa Rosa, California 95404, Sonoma County assessor's parcel no. 009-  
26 342-008.

27 88. 420 King Property means that certain real property and improvements located at 420  
28 King Street, Santa Rosa, California 95404, Sonoma County assessor's parcel no. 009-053-001.

89. 4235 Miles Property means that certain real property and improvements located at  
4235 Miles Avenue, Santa Rosa, California 95407, Sonoma County assessor's parcel nos. 035-082-  
076 and 035-082-077.

90. 438 Orchard Property means that certain real property and improvements located at  
438 Orchard Street, Santa Rosa, California 95404, Sonoma County assessor's parcel no. 009-021-  
009.

91. 4407 Petaluma Property means that certain real property and improvements located at  
4407 Petaluma Hill Road, Santa Rosa, California 95404, Sonoma County assessor's parcel no. 044-  
220-008.

1 92. 4494 Todd Property means that certain real property and improvements located at  
2 4494 Todd Road, Sebastopol, California 95472, Sonoma County assessor's parcel no.060-070-005.

3 93. 4600 Todd Property means that certain real property and improvements located at  
4 4600 Todd Road, Sebastopol, California 95472, Sonoma County assessor's parcel nos. 063-180-043  
5 and 063-180-044.

6 94. 461 Todd Property means that certain real property and improvements located at 461  
7 Todd Road, Santa Rosa, California 95407, Sonoma County assessor's parcel no. 134-101-006.

8 95. 4728 Snyder Property means that certain real property and improvements located at  
9 4728 Snyder Lane, Santa Rosa, California 95404, Sonoma County assessor's parcel no. 045-222-  
10 019.

11 96. 483 Scenic Property means that certain real property and improvements located at  
12 483 Scenic Avenue, Santa Rosa, California 95407, Sonoma County assessor's parcel no. 134-223-  
13 001.

14 97. 5000 Highway 12 Property means that certain real property and improvements  
15 located at 5000 Highway 12, Santa Rosa, California 95409, Sonoma County assessor's parcel no.  
16 031-240-020.

17 98. 5000 Llano Property means that certain real property and improvements located at  
18 5000 Llano Road, Sebastopol, California 95472, Sonoma County assessor's parcel nos. 046-011-  
19 020, 046-011-021, 062-240-001, 062-240-012, 062-240-026, 062-240-027, and 062-240-028.

20 99. 5038 Sonoma Property means that certain real property and improvements located at  
21 5038 Sonoma Highway, Santa Rosa, California 95409, Sonoma County assessor's parcel no. 031-  
22 250-027.

23 100. 506 Morgan Property means that certain real property and improvements located at  
24 506 Morgan Street, Santa Rosa, California 95401, Sonoma County assessor's parcel no. 010-041-  
25 011.

26 101. 507-E Property means that certain real property and improvements located at 507 "E"  
27 Street, Santa Rosa, California 95404, Sonoma County assessor's parcel no. 009-041-025.

28 102. 510-A Property means that certain real property and improvements located at 510  
"A" Street, Santa Rosa, California 95401, Sonoma County assessor's parcel no. 010-033-018.

103. 5146 Old Redwood Property means that certain real property and improvements  
located at 5146 Old Redwood Highway, Santa Rosa, California 95403, Sonoma County assessor's  
parcel no. 039-320-051.

104. 518 Riley Property means that certain real property and improvements located at 518  
Riley Street, Santa Rosa, California 95404, Sonoma County assessor's parcel no. 009-024-004.

105. 521-A Property means that certain real property and improvements located at 521  
"A" Street, Santa Rosa, California 95401, Sonoma County assessor's parcel no. 010-031-006.

1           106. 525 Roseland Property means that certain real property and improvements located at  
2 525 Roseland Avenue, Santa Rosa, California 95407, Sonoma County assessor's parcel no. 125-091-  
020.

3           107. 537-A Property means that certain real property and improvements located at 537  
4 "A" Street, Santa Rosa, California 95401, Sonoma County assessor's parcel no. 010-031-009.

5           108. 5327 Tewa Property means that certain real property and improvements located at  
6 5327 Tewa Court, Kelseyville, California 95451, Lake County assessor's parcel no. 430-151-080.

7           109. 542 College Property means that certain real property and improvements located at  
8 542 and 544 College Avenue, Santa Rosa, California 95404, Sonoma County assessor's parcel no.  
9 009-031-032.

10           110. 600 College Property means that certain real property and improvements located at  
11 600 College Avenue, Santa Rosa, California 95404, Sonoma County assessor's parcel no. 009-031-  
12 038.

13           111. 615 Maple Property means that certain real property and improvements located at 615  
14 Maple Avenue, Santa Rosa, California 95404, Sonoma County assessor's parcel no. 009-331-015.

15           112. 6215 Gold Dust Property means that certain real property and improvements located  
16 at 6215 and 6229 Gold Dust Drive, Kelseyville, California 95451, Sonoma County assessor's parcel  
17 nos. 017-001-010 and 017-001-030.

18           113. 629 Fourth Property means that certain real property and improvements located at  
19 629 Fourth Street, Santa Rosa, California 95404, Sonoma County assessor's parcel no. 009-011-011.

20           114. 6235 Dry Creek Property means that certain real property and improvements located  
21 at 6235 Dry Creek Road, Napa, California 94558, Napa County assessor's parcel no. 027-330-005.

22           115. 7-10<sup>th</sup> Property means that certain real property and improvements located at 7-10<sup>th</sup>  
23 Street, Santa Rosa, California 95401, Sonoma County assessor's parcel no. 010-102-003.

24           116. 707 Bellevue Property means that certain real property and improvements located at  
25 707 Bellevue Avenue, Santa Rosa, California 95407, Sonoma County assessor's parcel no. 134-042-  
26 010.

27           117. 7151 Bodega Property means that certain real property and improvements located at  
28 7151 Bodega Avenue, Sebastopol, California 95472, Sonoma County assessor's parcel nos. 004-  
202-001, 04, 11, 12 and 14.

          118. 7170 Burnett Property means that certain real property and improvements located at  
7170 Burnett Street, Sebastopol, California 95472, Sonoma County assessor's parcel no. 004-202-  
013.

          119. 7800 Hembree Property means that certain real property and improvements located at  
7800 Hembree Lane, Windsor, California 95492, Sonoma County assessor's parcel no. 163-080-062.

          120. 801 Benton Property means that certain real property and improvements located at

1 801 Benton Street, Santa Rosa, California 95404, Sonoma County assessor's parcel no. 180-700-073.

2 121. 812-3<sup>rd</sup> Property means that certain real property and improvements located at 812  
3 Third Street, Santa Rosa, California 95404, Sonoma County assessor's parcel no. 009-062-003.

4 122. 816-3<sup>rd</sup> Property means that certain real property and improvements located at 816  
5 and 818 Third Street, Santa Rosa, California 95404, Sonoma County assessor's parcel no. 009-062-004.

6 123. 818 Fifth Property means that certain real property and improvements located at 818  
7 Fifth Street, Santa Rosa, California 95404, Sonoma County assessor's parcel no. 009-054-034.

8 124. 819 Fourth Property means that certain real property and improvements located at  
9 819 and 823 Fourth Street, Santa Rosa, California 95404, Sonoma County assessor's parcel no. 009-054-023.

10 125. 820 Fifth Property means that certain real property and improvements located at 820  
11 Fifth Street, Santa Rosa, California 95404, Sonoma County assessor's parcel no. 009-054-004.

12 126. 8262 Peninsula Property means that certain real property and improvements located  
13 at 8262 Peninsula Drive, Kelseyville, California 95451, Sonoma County assessor's parcel nos. 044-331-023 and 044-331-024.

14 127. 829 Davis Property means that certain real property and improvements located at 829  
15 Davis Street, Santa Rosa, California 95401, Sonoma County assessor's parcel no. 010-103-011.

16 128. 830-3<sup>rd</sup> Property means that certain real property and improvements located at 830  
17 Third Street, Santa Rosa, California 95404, Sonoma County assessor's parcel no. 009-062-007.

18 129. 836 Ripley Property means that certain real property and improvements located at  
19 836 Ripley Street, Santa Rosa, California 95404, Sonoma County assessor's parcel no. 009-054-009.

20 130. 838 Fifth Property means that certain real property and improvements located at 838  
21 Fifth Street, Santa Rosa, California 95404, Sonoma County assessor's parcel no. 009-054-009.

22 131. 840 Third Property means that certain real property and improvements located at 840  
23 Third Street, Santa Rosa, California 95404, Sonoma County assessor's parcel no. 009-062-009.

24 132. 840 Fifth Property means that certain real property and improvements located at 840  
25 Fifth Street, Santa Rosa, California 95404, Sonoma County assessor's parcel no. 009-054-010.

26 133. 841 Fifth Property means that certain real property and improvements located at 841-  
27 847 Fifth Street, Santa Rosa, California 95404, Sonoma County assessor's parcel no. 009-053-005.

28 134. 849 Fifth Property means that certain real property and improvements located at 849  
Fifth Street, Santa Rosa, California 95404, Sonoma County assessor's parcel no. 009-053-006.

135. 850 Fourth Property means that certain real property and improvements located at  
850 Fourth Street, Santa Rosa, California 95404, Sonoma County assessor's parcel no. 009-061-009.

1 136. 858 Fourth Property means that certain real property and improvements located at  
2 858 Fourth Street, Santa Rosa, California 95404, Sonoma County assessor's parcel no. 009-061-010.

3 137. 8590 Alden Property means that certain real property and improvements located at  
4 8590 Alden Lane, Windsor, California 95492, Sonoma County assessor's parcel no. 164-060-019.

5 138. 8602 Alden Property means that certain real property and improvements located at  
6 8602 Alden Lane, Windsor, California 95492, Sonoma County assessor's parcel no. 164-060-028.

7 139. 895 Yuba Property means that certain real property and improvements located at 895  
8 Yuba Drive, Santa Rosa, California 9540, Sonoma County assessor's parcel no. 037-053-002.

9 140. 904 Kingwood Property means that certain real property and improvements located at  
10 904 Kingwood Street, Santa Rosa, California 95401, Sonoma County assessor's parcel no. 037-053-  
11 002.

12 141. 905 Kingwood Property means that certain real property and improvements located at  
13 905 Kingwood Street, Santa Rosa, California 95401, Sonoma County assessor's parcel no. 037-054-  
14 035.

15 142. 906 Kingwood Property means that certain real property and improvements located at  
16 906 Kingwood Street, Santa Rosa, California 95401, Sonoma County assessor's parcel no. 037-053-  
17 003.

18 143. 909 Saracen Property means that certain real property and improvements located at  
19 909 Saracen Road, Santa Rosa, California 95401, Sonoma County assessor's parcel no. 010-432-  
20 005.

21 144. 913 Kingwood Property means that certain real property and improvements located at  
22 913 Kingwood Street, Santa Rosa, California 95401, Sonoma County assessor's parcel no. 037-054-  
23 031.

24 145. 914 Kingwood Property means that certain real property and improvements located at  
25 914 Kingwood Street, Santa Rosa, California 95401, Sonoma County assessor's parcel no. 037-053-  
26 007.

27 146. 915 Yuba Property means that certain real property and improvements located at 915  
28 Yuba Drive, Santa Rosa, California 95407, Sonoma County assessor's parcel no. 134-022-041.

147. 918 Kingwood Property means that certain real property and improvements located at  
918 Kingwood Street, Santa Rosa, California 95401, Sonoma County assessor's parcel no. 037-053-  
009.

148. 919 Kingwood Property means that certain real property and improvements located at  
919 Kingwood Street, Santa Rosa, California 95401, Sonoma County assessor's parcel no. 037-054-  
028.

149. 920 Kingwood Property means that certain real property and improvements located at  
920 Kingwood Street, Santa Rosa, California 95401, Sonoma County assessor's parcel no. 037-053-  
010.

1           150. 925 Kingwood Property means that certain real property and improvements located at  
2 925 Kingwood Street, Santa Rosa, California 95401, Sonoma County assessor's parcel no. 037-054-  
025.

3           151. 925 Yuba Property means that certain real property and improvements located at 925  
4 Yuba Drive, Santa Rosa, California 95407, Sonoma County assessor's parcel no. 134-022-017.

5           152. 929 Kingwood Property means that certain real property and improvements located at  
6 929 Kingwood Street, Santa Rosa, California 95401, Sonoma County assessor's parcel no. 037-054-  
023.

7           153. 935 Kingwood Property means that certain real property and improvements located at  
8 935 Kingwood Street, Santa Rosa, California 95401, Sonoma County assessor's parcel no. 037-054-  
020.

9           154. 936 Kingwood Property means that certain real property and improvements located at  
10 936 Kingwood Street, Santa Rosa, California 95401, Sonoma County assessor's parcel no. 037-053-  
018.

11           155. 947 Yuba Property means that certain real property and improvements located at 947  
12 Yuba Drive, Santa Rosa, California 95407, Sonoma County assessor's parcel no. 134-022-016.

13           156. 948 Kingwood Property means that certain real property and improvements located at  
14 948 Kingwood Street, Santa Rosa, California 95401, Sonoma County assessor's parcel no. 037-053-  
024.

15           157. 950 Boyes Property means that certain real property and improvements located at 950  
16 Boyes Boulevard, Sonoma, California 95476, Sonoma County assessor's parcel nos. 052-173-008,  
17 052-173-009, 052-173-010, 052-173-011, 052-173-012, 052-173-013, 052-173-014 and 052-173-  
015.

18           158. 950 Kingwood Property means that certain real property and improvements located at  
19 950 Kingwood Street, Santa Rosa, California 95401, Sonoma County assessor's parcel no. 037-053-  
025.

20           159. 9515 Graton Property means that certain real property and improvements located at  
21 9515 Graton Road, Graton, California 95444, Sonoma County assessor's parcel no. 130-310-021.

22           160. 961 Kingwood Property means that certain real property and improvements located at  
23 961 Kingwood Street, Santa Rosa, California 95401, Sonoma County assessor's parcel no. 037-054-  
007.

24           161. 969 Kingwood Property means that certain real property and improvements located at  
25 969 Kingwood Street, Santa Rosa, California 95401, Sonoma County assessor's parcel no. 037-054-  
003.

26           162. 972 Kingwood Property means that certain real property and improvements located at  
27 972 Kingwood Street, Santa Rosa, California 95401, Sonoma County assessor's parcel no. 037-053-  
28 036.

1 163. 9810 Berry Property means that certain real property and improvements located at  
2 9810 Berry Lane, Windsor, California 95492, Sonoma County assessor's parcel no. 066-420-007.

3 164. 9828 Berry Property means that certain real property and improvements located at  
4 9828 Berry Lane, Windsor, California 95492, Sonoma County assessor's parcel no. 066-420-006.

5 165. 9850 Berry Property means that certain real property and improvements located at  
6 9850 Berry Lane, Windsor, California 95492, Sonoma County assessor's parcel no. 066-420-005.

7 166. 9870 Berry Property means that certain real property and improvements located at  
8 9870 Berry Lane, Windsor, California 95492, Sonoma County assessor's parcel no. 066-420-004.

9 167. 674 Sunnyslope Property means that certain real property and improvements located  
10 at 674 Sunnyslope Road, Petaluma, California 94952, Sonoma County assessor's parcel no. 130-  
11 261-008.

12 168. Acciari Trust means Victoria Acciari as trustee for the Victoria Acciari Revocable  
13 Living Trust of 1999.

14 169. Acciari Trust/5327 Tewa Secured Claim means the Secured Claim held by Acciari  
15 Trust in the approximate amount of \$225,000 and secured by a lien encumbering the 5327 Tewa  
16 Property.

17 170. Anderson/3524 Mendocino Secured Claim means the Secured Claim held by  
18 Anderson/Martin in the approximate amount of \$150,000 and secured by a first lien encumbering the  
19 3524 Mendocino Property.

20 171. Administrative Bar Date shall have the meaning ascribed to it in Section 3.2 of the  
21 Plan.

22 172. Administrative Expense Claim means any Claim arising before the Effective Date  
23 under Sections 503(b) and 507(a)(1) of the Bankruptcy Code, including, without limitation, any  
24 actual and necessary expenses of preserving the Estate, any actual and necessary expenses of  
25 operating the business of the Estate, all compensation or reimbursement of expenses allowed by the  
26 Court under the provisions of Sections 330, 331 or 503 of the Bankruptcy Code, and any fees or  
27 charges assessed against the Estate under the provisions of Section 1930 of chapter 123 of title 28 of  
28 the United States Code, except for Claims that are also Secured Claims.

173. Agnese Trust means Petro Agnese Trust.

174. Agnese Trust/3579 Brooks Secured Claim means the Secured Claim held by Agnese  
Trust in the approximate amount of \$30,000 and secured by a lien encumbering the 3579 Brooks  
Property.

175. Agnese Trust/Brooks Avenue Secured Claim means the Secured Claim held by  
Agnese Trust in the approximate amount of \$30,000 and secured by a lien encumbering the Brooks  
Avenue Property.

176. Allowed means, with respect to a Claim, any Claim that is neither a Disputed Claim  
nor a Disallowed Claim, and proof of which was timely and properly filed or, if no proof of claim

1 was filed, which has been or hereafter is listed by the Debtor on the Schedules as liquidated in  
2 amount and not disputed or contingent. “Allowed Administrative Expense Claim” or “Allowed  
3 Claim” shall not include interest on such Administrative Expense Claim or Claim from and after the  
4 applicable Petition Date except as expressly specified in the Plan.

5 177. American AgCredit FLCA means American AgCredit, FLCA.

6 178. American AgCredit PCA means American AgCredit, PCA.

7 179. American AgCredit FLCA/5000 Llano Secured Claim means the Secured Claim held  
8 by American AgCredit FLCA in the approximate amount of \$3,150,000 and secured by a first lien  
9 encumbering the 5000 Llano Property.

10 180. American AgCredit FLCA/6215 Gold Dust Secured Claim means the Secured Claim  
11 held by American AgCredit FLCA in the approximate amount of \$439,000 and secured by a lien  
12 encumbering the 6215 Gold Dust Property

13 181. American AgCredit PCA/5000 Llano Secured Claim means the Secured Claim held  
14 by American AgCredit PCA in the approximate amount of \$1,000,000 and secured by a second lien  
15 encumbering the 5000 Llano Property.

16 182. American AgCredit FLCA/Stony Point Alpha Secured Claim means the Secured  
17 Claim held by American AgCredit FLCA in the approximate amount of \$1,050,000 and secured by a  
18 lien encumbering the Stony Point Alpha Property.

19 183. American AgCredit FLCA/Stony Point Beta Secured Claim means the Secured Claim  
20 held by American AgCredit FLCA in the approximate amount of \$770,000 and secured by a lien  
21 encumbering the Stony Point Beta Property.

22 184. American AgCredit FLCA/Stony Point Gamma Secured Claim means the Secured  
23 Claim held by American AgCredit FLCA in the approximate amount of \$840,000 and secured by a  
24 lien encumbering the Stony Point Gamma Property.

25 185. Anderson/Martin means Edwin C. Anderson, Jr., as successor trustee of the  
26 Testamentary Trust created under paragraph 7, subparagraph B, of the Last Will and Testament of  
27 Donald E. Martin, deceased.

28 186. Anderson/3524 Mendocino Secured Claim means the Secured Claim held by  
Anderson/Martin in the approximate amount of \$150,000 and secured by a first lien encumbering the  
3524 Mendocino Property.

187. Arata Lane Property means that certain real property and improvements located on  
Arata Lane, Windsor, California 95492, Sonoma County assessor’s parcel nos. 161-020-064 and  
161-020-065.

188. Assistance Efforts shall have the meaning ascribed to it in Section 7.7 of the Plan.

189. Assistance Period shall have the meaning ascribed to it in Section 7.7 of the Plan.

190. Atlas-Hamilton means, collectively, Jeffrey G. Hammond and Atlas Peak Equipment,

1 Inc.

2 191. Atlas-Hamilton/Sage Creek Secured Claim means the Secured Claim held by Atlas-  
3 Hamilton in a disputed amount and alleged to be secured by mechanics' liens encumbering the Sage  
4 Creek Properties.

5 192. BAC means BAC Home Loans Servicing, L.P., as servicer.

6 193. Ballot means each of the voting forms to be distributed with the Plan and the  
7 Disclosure Statement to holders of Claims or Interests in Classes that are impaired under the terms of  
8 the Plan and are entitled to vote in connection with the solicitation of acceptances of the Plan.

9 194. Bankruptcy Code means title 11 of the United States Code, as amended from time to  
10 time, as applicable to the Chapter 11 Case.

11 195. Bankruptcy Court means the United States Bankruptcy Court for the Northern  
12 District of California, Santa Rosa Division, or such other court having competent jurisdiction over  
13 the Chapter 11 Case.

14 196. Bankruptcy Rules means the Federal Rules of Bankruptcy Procedure, as amended  
15 from time to time, as applicable to the Chapter 11 Case, including the Local Rules of the Bankruptcy  
16 Court.

17 197. Barbieri-Lindberg means, collectively, Robert I. Barbieri, as trustee for the Barbieri  
18 Family Trust, as to an undivided 55.556% interest; Robert I. Barbieri, as trustee of the Marital Trust  
19 under the Barbieri Living Trust Agreement dated 8/29/90, as to an undivided 33.333% interest; and  
20 Michelle D. Lindberg, an unmarried woman, as to an undivided 11.111% interest.

21 198. Barbieri-Lindberg/Ciwa-Kakul Secured Claim means the Secured Claim held by  
22 Barbieri-Lindberg in the approximate amount of \$275,000 and secured by a lien encumbering the  
23 Ciwa-Kakul Property.

24 199. Barbieri-Opperman means, collectively, Robert I Barbieri, as trustee of the Marital  
25 Trust under the Barbieri Living Trust Agreement dated 8/29/90, as to an undivided 36.842% interest;  
26 Pensco Trust Company as custodian for the benefit of Gloria Opperman, IRA #OP1AB, as to an  
27 undivided 29.474% interest; Michael J. LeBrett, as trustee of the Michael J. LeBrett Revocable  
28 Trust, as to an undivided 15.789% interest; Ramona L. Barbieri, a married woman, as her sole and  
separate property, as to an undivided 12.632% interest; and Michelle D. Lindberg, an unmarried  
woman, as to an undivided 5.263% interest.

200. Barbieri-Opperman/3470 Santa Rosa Secured Claim means the Secured Claim held  
by Barbieri-Opperman in the approximate amount of \$950,000 and secured by a lien encumbering  
the 3470 Santa Rosa Property.

201. Barbosa Trust means, collectively, Arnold P. Barbosa and Maria E. Barbosa, as  
trustees for the Barbosa Family Living Trust executed on September 14, 1985.

202. Barbosa Trust/13019 Crest Secured Claim means the Secured Claim held by Barbosa  
Trust in the approximate amount of \$185,000 and secured by a lien encumbering the 13019 Crest  
Property.

1           203. Bertolone/Huppert means, collectively, Larry E. Bertolone and Sandra J. Bertolone,  
2 as trustees for the Bertolone Family 1993 Trust, as to an undivided 73.754% interest; Larry E.  
3 Bertolone, as trustee for Bertolone Realty Profit Sharing Plan, as to an undivided 22.808% interest;  
4 Sandra J. Bertolone, a married woman, as her sole and separate property, as to an undivided 2.292%  
5 interest; and Robert H. Huppert and Bette S. Huppert, as trustees of The Robert H. Huppert and  
6 Bette S. Huppert Revocable Trust, as to an undivided 1.146% interest.

7           204. Bertolone/3524 Mendocino Secured Claim means the Secured Claim held by  
8 Bertolone/Huppert in the approximate amount of \$872,500 and secured by a third lien encumbering  
9 the 3524 Mendocino Property.

10           205. Birne-Swanson means, collectively, Tim Birne and Betty Vess, as successor trustees  
11 of the Wallace Swanson 2001 Trust.

12           206. Birne/909 Saracen Secured Claim means the Secured Claim held by Birne-Swanson  
13 in the approximate amount of \$50,245 and secured by a lien encumbering the 909 Saracen Property.

14           207. BNYMellon means The Bank of New York Mellon.

15           208. BNYMellon/2225 Burbank Secured Claim means the Secured Claim held by  
16 BNYMellon, as serviced by BAC, in the approximate amount of \$579,000 and secured by a lien  
17 encumbering the 2225 Burbank Property.

18           209. BNYMellon/409 College Secured Claim means the Secured Claim held by  
19 BNYMellon, as serviced by BAC, in the approximate amount of \$358,000 and secured by a lien  
20 encumbering the 409 College Property.

21           210. BNYMellon/4235 Miles Secured Claim means the Secured Claim held by  
22 BNYMellon, as serviced by BAC, in the approximate amount of \$331,000 and secured by a lien  
23 encumbering the 4235 Miles Property.

24           211. BNYMellon/838 Fifth Secured Claim means the Secured Claim held by BNYMellon,  
25 as serviced by BAC, in the approximate amount of \$369,000 and secured by a lien encumbering the  
26 838 Fifth Property.

27           212. Brekke Pension means Carmann L. Brekke, as trustee for Burpee & Brekke Inc.,  
28 Defined Pension Plan.

          213. Brekke Pension/3136 Edgewood Secured Claim means the Secured Claim held by  
Brekke Pension in the approximate amount of \$130,000 and secured by a lien encumbering the 3136  
Edgewood Property.

          214. Brooks Avenue Property means that certain real property and improvements located  
on Brooks Avenue, Santa Rosa, California 95407, and described as Sonoma County assessor's  
parcel no. 134-132-057.

          215. Burmeister/Martin means Robert N. Burmeister, as trustee for Barbara H. Martin  
under the Testamentary Trust created under paragraph 7, subparagraph B, of the Last Will and  
Testament of Donald E. Martin, deceased.

1           216. Burmeister/3524 Mendocino Secured Claim means the Secured Claim held by  
2 Burmeister/Martin in the approximate amount of \$150,000 and secured by a second lien  
encumbering the 3524 Mendocino Property.

3           217. Business Day means any day on which commercial banks are generally open for  
4 business in Santa Rosa, California, other than a Saturday, Sunday or legal holiday in the State of  
California.

5           218. Carinalli means Clement C. Carinalli, one of the Reorganized Debtors.

6           219. Cash means the legal tender of the United States of America.

7           220. Chapter 11 Case means the chapter 11 case entitled *In re Clement C. and Ann Marie*  
8 *Carinalli*, case no. 09-12986, commenced by the filing of the Petition on the Petition Date (as to  
9 which an order for relief was entered on September 29, 2009) and presently pending in the  
Bankruptcy Court.

10          221. Chase means J.P. Morgan Chase Bank, National Association.

11          222. Chase Manhattan means JP Morgan Chase Bank, National Association.

12          223. Chase/170 Shiloh Secured Claim means the Secured Claim held by Chase in the  
13 approximate amount of \$258,000 and secured by a lien encumbering the 170 Shiloh Property.

14          224. Chase/180 Shiloh Secured Claim means the Secured Claim held by Chase in the  
15 approximate amount of \$252,000 and secured by a lien encumbering the 180 Shiloh Property.

16          225. Chase/2036 Linwood Secured Claim means the Secured Claim held by Chase in the  
approximate amount of \$283,000 and secured by a lien encumbering the 2036 Linwood Property.

17          226. Chase/213 Willow Secured Claim means the Secured Claim held by Chase in the  
18 approximate amount of \$193,000 and secured by a lien encumbering the 213 Willow Property.

19          227. Chase/2136 Franklin Secured Claim means the Secured Claim held by Chase in the  
20 approximate amount of \$172,000 and secured by a lien encumbering the 2136 Franklin Property.

21          228. Chase/2728 Sonoma Secured Claim means the Secured Claim held by Chase in the  
approximate amount of \$220,000 and secured by a lien encumbering the 2728 Sonoma Property.

22          229. Chase/2804 Beth Secured Claim means the Secured Claim held by Chase in the  
23 approximate amount of \$248,000 and secured by a lien encumbering the 2804 Beth Property.

24          230. Chase/3109 Montgomery Secured Claim means the Secured Claim held by Chase in  
25 the approximate amount of \$231,000 and secured by a lien encumbering the 3109 Montgomery  
Property.

26          231. Chase/3765 Lakeville Secured Claim means the Secured Claim held by Chase in the  
27 approximate amount of \$90,000 and secured by a lien encumbering the 3765 Lakeville Property.

28          232. Chase/3917 Stony Point Secured Claim means the Secured Claim held by Chase in

1 the approximate amount of \$275,000 and secured by a lien encumbering the 3917 Stony Point  
2 Property.

3 233. Chase/3990 Wallace Secured Claim means the Secured Claim held by Chase in the  
4 approximate amount of \$1,252,000 and secured by a lien encumbering the 3990 Wallace Property.

5 234. Chase/408 Calistoga Secured Claim means the Secured Claim held by Chase in the  
6 approximate amount of \$251,000 and secured by a lien encumbering the 408 Calistoga Property.

7 235. Chase/416 King Secured Claim means the Secured Claim held by Chase in the  
8 approximate amount of \$146,000 and secured by a lien encumbering the 416 King Property.

9 236. Chase/416 Macklyn Secured Claim means the Secured Claim held by Chase in the  
10 approximate amount of \$231,000 and secured by a lien encumbering the 416 Macklyn Property.

11 237. Chase/420 Brookwood Secured Claim means the Secured Claim held by Chase in the  
12 approximate amount of \$175,000 and secured by a lien encumbering the 420 Brookwood Property.

13 238. Chase/438 Orchard Secured Claim means the Secured Claim held by Chase in the  
14 approximate amount of \$114,000 and secured by a lien encumbering the 438 Orchard Property.

15 239. Chase/506 Morgan Secured Claim means the Secured Claim held by Chase in the  
16 approximate amount of \$184,000 and secured by a lien encumbering the 506 Morgan Property.

17 240. Chase/510-A Secured Claim means the Secured Claim held by Chase in the  
18 approximate amount of \$140,000 and secured by a lien encumbering the 510-A Property.

19 241. Chase/521-A Secured Claim means the Secured Claim held by Chase in the  
20 approximate amount of \$191,000 and secured by a lien encumbering the 521-A Property.

21 242. Chase/525 Roseland Secured Claim means the Secured Claim held by Chase in the  
22 approximate amount of \$202,000 and secured by a lien encumbering the 525 Roseland Property.

23 243. Chase/537-A Secured Claim means the Secured Claim held by Chase in the  
24 approximate amount of \$181,000 and secured by a lien encumbering the 537-A Property.

25 244. Chase/615 Maple Secured Claim means the Secured Claim held by Chase in the  
26 approximate amount of \$148,000 and secured by a lien encumbering the 615 Maple Property.

27 245. Chase/7-10<sup>th</sup> Secured Claim means the Secured Claim held by Chase in the  
28 approximate amount of \$145,000 and secured by a lien encumbering the 7-10<sup>th</sup> Property.

246. Chase/7170 Burnett Secured Claim means the Secured Claim held by Chase in the  
approximate amount of \$230,000 and secured by a lien encumbering the 7170 Burnett Property.

247. Chase/7800 Hembree Secured Claim means the Secured Claim held by Chase in the  
approximate amount of \$193,000 and secured by a lien encumbering the 7800 Hembree Property.

248. Chase/829 Davis Secured Claim means the Secured Claim held by Chase in the  
approximate amount of \$146,000 and secured by a lien encumbering the 829 Davis Property.

1           249. Chase/840 Fifth Yuba Secured Claim means the Secured Claim held by Chase in the  
approximate amount of \$312,000 and secured by a lien encumbering the 840 Fifth Property.

2           250. Chase/895 Yuba Secured Claim means the Secured Claim held by Chase in the  
3 approximate amount of \$258,000 and secured by a lien encumbering the 895 Yuba Property.

4           251. Chase/904 Kingwood Secured Claim means the Secured Claim held by Chase in the  
5 approximate amount of \$184,000 and secured by a lien encumbering the 904 Kingwood Property.

6           252. Chase/905 Kingwood Secured Claim means the Secured Claim held by Chase in the  
approximate amount of \$185,000 and secured by a lien encumbering the 905 Kingwood Property.

7           253. Chase/906 Kingwood Secured Claim means the Secured Claim held by Chase in the  
8 approximate amount of \$193,000 and secured by a lien encumbering the 906 Kingwood Property.

9           254. Chase/913 Kingwood Secured Claim means the Secured Claim held by Chase in the  
10 approximate amount of \$185,000 and secured by a lien encumbering the 913 Kingwood Property.

11           255. Chase/914 Kingwood Secured Claim means the Secured Claim held by Chase in the  
approximate amount of \$185,000 and secured by a lien encumbering the 914 Kingwood Property.

12           256. Chase/915 Yuba Secured Claim means the Secured Claim held by Chase in the  
13 approximate amount of \$326,000 and secured by a lien encumbering the 915 Yuba Property.

14           257. Chase/918 Kingwood Secured Claim means the Secured Claim held by Chase in the  
15 approximate amount of \$188,000 and secured by a lien encumbering the 918 Kingwood Property.

16           258. Chase/919 Kingwood Secured Claim means the Secured Claim held by Chase in the  
approximate amount of \$160,000 and secured by a lien encumbering the 919 Kingwood Property.

17           259. Chase/920 Kingwood Secured Claim means the Secured Claim held by Chase in the  
18 approximate amount of \$184,000 and secured by a lien encumbering the 920 Kingwood Property.

19           260. Chase/925 Kingwood Secured Claim means the Secured Claim held by Chase in the  
20 approximate amount of \$190,000 and secured by a lien encumbering the 925 Kingwood Property.

21           261. Chase/925 Yuba Secured Claim means the Secured Claim held by Chase in the  
approximate amount of \$323,000 and secured by a lien encumbering the 925 Yuba Property.

22           262. Chase/929 Kingwood Secured Claim means the Secured Claim held by Chase in the  
23 approximate amount of \$184,000 and secured by a lien encumbering the 929 Kingwood Property.

24           263. Chase/935 Kingwood Secured Claim means the Secured Claim held by Chase in the  
approximate amount of \$192,000 and secured by a lien encumbering the 935 Kingwood Property.

25           264. Chase/936 Kingwood Secured Claim means the Secured Claim held by Chase in the  
26 approximate amount of \$178,000 and secured by a lien encumbering the 936 Kingwood Property.

27           265. Chase/948 Kingwood Secured Claim means the Secured Claim held by Chase in the  
28 approximate amount of \$184,000 and secured by a lien encumbering the 948 Kingwood Property.

1           266. Chase/950 Kingwood Secured Claim means the Secured Claim held by Chase in the  
approximate amount of \$178,000 and secured by a lien encumbering the 950 Kingwood Property.

2           267. Chase/961 Kingwood Secured Claim means the Secured Claim held by Chase in the  
3 approximate amount of \$174,000 and secured by a lien encumbering the 961 Kingwood Property.

4           268. Chase/969 Kingwood Secured Claim means the Secured Claim held by Chase in the  
5 approximate amount of \$192,000 and secured by a lien encumbering the 969 Kingwood Property.

6           269. Chase/972 Kingwood Secured Claim means the Secured Claim held by Chase in the  
approximate amount of \$185,000 and secured by a lien encumbering the 972 Kingwood Property.

7           270. Chase/9828 Berry Secured Claim means the Secured Claim held by Chase in the  
8 approximate amount of \$29,000 and secured by a lien encumbering the 9828 Berry Property.

9           271. Cinque means Cinque Terre Vineyards, LLC.

10           272. Ciraulo means, collectively, Paul L. Ciraulo, an unmarried man, as to an undivided  
11 50% interest; and Paul L. Ciraulo, as trustee of the Lois Ciraulo Residuary Trust dated 11/12/92, as  
to an undivided 50% interest.

12           273. Ciraulo/28365 Old Redwood Secured Claim means the Secured Claim held by  
13 Ciraulo in the approximate amount of \$700,000 and secured by a lien encumbering the 28365 Old  
Redwood Property.

14           274. Ciwa-Kakul Property means that certain real property and improvements located on  
15 Ciwa Street and Kakul Street, Clearlake, California 95422, Lake County assessor's parcel nos. 039-  
16 641-020, 039-641-160, 039-641-170, 039-641-180, 039-641-190, 039-641-210, 039-641-220, 039-  
642-050, 039-642-060, 039-642-070, 039-642-080, 039-642-090, 039-642-100, 039-642-110, 039-  
17 642-120, 039-642-130, 039-642-140, 039-642-150, 039-642-160, 039-642-170, 039-642-180, 039-  
642-190, 039-642-200, 039-642-210, 039-642-220, 039-642-230, 039-642-240, 039-642-250, 039-  
18 642-260, and 039-643-160.

19           275. Claim means (a) any right to payment from the Debtors or the Estate, whether or not  
20 such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured,  
disputed, undisputed, legal, equitable, secured, or unsecured, (b) any right to an equitable remedy for  
21 breach of performance if such breach gives rise to a right to payment from the Debtors or the Estate,  
whether or not such right to an equitable remedy is reduced to judgment, fixed, contingent, matured,  
22 unmatured, disputed, undisputed, secured or unsecured, or (c) any claim as defined by the provisions  
of Section 101(5) of the Bankruptcy Code.

23           276. Claimant means a person asserting a Claim against either of the Debtors or the Estate.

24           277. Class means a category of holders of Claims or Interests as established by the terms  
25 of Article II of the Plan, including designated subclasses within a designated Class.

26           278. Class B Protocols means the following: With respect to an Allowed Secured Claim  
27 within the scope of Class B Protocols, the collateral underlying such Allowed Secured Claim shall  
be transferred to the Creditors' Trust as of the Effective Date, and beginning on the tenth (10<sup>th</sup>) day  
28 of the first full calendar month that commences after the thirtieth (30<sup>th</sup>) day following the Effective

1 Date, and continuing on the tenth (10<sup>th</sup>) day of each calendar month thereafter until the earlier of (a)  
2 the tenth (10<sup>th</sup>) day of the last calendar month within the Selling Period designated for such Allowed  
3 Secured Claim, or (b) the date of sale or surrender of the collateral underlying such Allowed Secured  
4 Claim, the Trustee shall (i) pay to the holder of such Allowed Secured Claim from the Creditors'  
5 Trust or from income, profits or proceeds of such collateral, in arrears monthly interest accruing on  
6 the Allowed Secured Claim (calculated from and after the Effective Date) at the Plan Interest Rate  
7 designated for such claim, (ii) make timely payments of real property taxes coming due with respect  
8 to such collateral, (iii) maintain reasonable insurance coverage for such collateral, (iv) care for and  
9 maintain such collateral in a prudent and reasonable manner, and (v) keep the collateral property free  
10 and clear of liens and other encumbrances, all subject to the following:

11 (a) Surrender. At any time on or after the Effective Date, if the Trustee  
12 determines that the collateral property is overly burdensome or of inconsequential value to  
13 the Creditors' Trust, the Trustee may surrender such property by written notification to the  
14 holder of such Allowed Secured Claim. Said notification shall include a statement as to the  
15 amount of interest payments made prior thereto by the Trustee on account of such holder's  
16 Secured Claim pursuant to the terms of the Class B Protocols. Upon such notification, such  
17 holder shall be permitted to exercise the Release Option (*provided* that if such holder has  
18 elected the Release Option, any distribution on account of such holder's Class H Claim shall  
19 be offset, on a dollar-for-dollar basis, by the aggregate amount of all interest payments made  
20 prior thereto by the Trustee on account of the such holder's Secured Claim pursuant to the  
21 terms of the Class B Protocols) or foreclose upon its security interest in or lien upon the  
22 property in accordance with applicable non-bankruptcy law, and the Trustee shall have no  
23 further responsibility with respect to such collateral property, other than to pay any  
24 payment(s) due on or before the surrender date; *provided* that the notification of surrender of  
25 such collateral property shall constitute a waiver by the Trustee and the Creditors' Trust of  
26 the protections and provisions of Section 2924 *et seq.* of the California Civil Code as and to  
27 the extent set forth in subpart (e) below, and *provided further* that the Trustee shall  
28 reasonably cooperate in, and stipulate to, the appointment of a receiver for the collateral  
property, upon request by such holder. In the event that such holder has not exercised the  
Release Option by written confirmation received by the Trustee within thirty (30) days  
following such notification, and has not completed foreclosure upon the subject property  
within one hundred twenty (120) days following such notification, then the Trustee may  
transfer such collateral property to the holder of the Allowed Secured Claim within Class B  
or to any nominee designated by such holder, by way of a quitclaim deed executed by the  
Trustee, subject to all existing exceptions, encumbrances and liens affecting the Trustee's  
title to such collateral property as existed on the Petition Date and without representation or  
warranty of any kind. The holder of such Allowed Secured Claim shall accept such  
quitclaim deed, shall cooperate fully in such transfer of the collateral property, and shall  
execute such documents as reasonably necessary in order to facilitate such transfer.  
However, it is specifically understood and agreed that the acceptance and recording of the  
quitclaim deed shall not (i) result in any merger of any of the interests of the holder of the  
Allowed Secured Claim with any of the interests of the Debtors or the Trustee, as those  
interests are and shall remain separate and distinct; or (ii) affect or prejudice in any way the  
right of the holder of the Allowed Secured Claim to foreclose the Deed of Trust or to proceed  
as otherwise provided at law to exercise its rights or remedies with respect to the collateral  
property. In the event of such notification of surrender, such holder may file and serve on the  
Trustee a Claim within Class H for any deficiency to which it is entitled under enforceable

1 and applicable law resulting from such surrender on or before the Deficiency Claim  
2 Deadline. If no such claim is filed by the Deficiency Claim Deadline, then any such claim  
3 shall be permanently and fully barred, and such holder shall have no claim for any deficiency  
4 without regard to any Claim that has been filed or scheduled prior to the Effective Date. As  
5 soon as practicable following transfer of title to the collateral property, whether by  
6 foreclosure sale or quitclaim deed as set forth above, but in no event later than thirty (30)  
7 days thereafter, the Trustee shall pay to such holder of the Allowed Secured Claim all  
8 income, profits or proceeds of such collateral property received by the Trustee on or after the  
9 Effective Date until the date of such transfer, after deduction for interest paid by the Trustee  
10 to such holder and reasonable expenses paid or incurred by the Trustee on account of the  
11 management, preservation, care, repair, insuring or enhancement of the collateral property  
12 (the "Protocols Net Income"). If the Trustee receives additional Protocols Net Income after  
13 the date of such payment, the Trustee shall hold such Protocols Net Income in trust for the  
14 benefit of such holder and deliver such additional Protocols Net Income to such holder within  
15 thirty (30) days after such receipt.

16 (b) Lien Retention. Such holder shall retain its lien encumbering the collateral  
17 property to secure the Allowed Secured Claim, until and unless paid in full in accordance  
18 with the terms of the Plan, and such lien shall continue to encumber any related personal  
19 property described in the security documents of the applicable secured lender, to the same  
20 extent, priority and enforceability as pertained to such lien prior to the Effective Date.

21 (c) Documentation. Such holder shall execute such amendments or modifications  
22 of applicable deeds of trust and other loan and security documents as reasonably acceptable  
23 to such holder and presented by the Trustee in order to evidence, memorialize and record all  
24 modifications provided by these protocols or as set forth in the LBS Additional Protocols, to  
25 the extent applicable. Except as specifically modified by these Class B Protocols or by the  
26 LBS Additional Protocols, to the extent applicable, the original loan documents, notes, deeds  
27 of trust and other security documents shall remain in full force and effect.

28 (d) End of Selling Period. At the end of the Selling Period for a collateral  
property within the scope of these protocols, unless such property has earlier been disposed  
of by the Trustee in accordance with these protocols, the Trustee shall either satisfy in full  
the Allowed Secured Claim encumbering such collateral property or provide notification of  
surrender in accordance with the provisions of subpart (a) above.

(e) Waiver of Foreclosure Protections. The Trustee's written notification of  
surrender of collateral property pursuant to the provisions of subpart (a) above shall  
constitute the following waivers by the Trustee and the Creditors' Trust with respect to such  
collateral property: (i) waiver of the necessity of the three-month notice requirements for a  
notice of default otherwise required by Section 2924 of the California Civil Code as a  
prerequisite to a non-judicial foreclosure sale (but not a judicial foreclosure sale), to the  
extent necessary to permit such notice of default to be provided on seven (7) days' notice;  
and (ii) waiver of the notice requirements of Section 2924 of the California Civil Code, to the  
extent necessary to permit a non-judicial foreclosure sale (but not a judicial foreclosure sale),  
upon seven (7) days' published notice, rather than upon 20 days' notice, as otherwise  
required.

(f) Event of Default. In the event that interest is not paid by the Trustee on

1 account of such Allowed Secured Claim as provided herein, or in the event that a default  
2 shall otherwise occur with respect to the Trustee's obligations hereunder, the holder of such  
3 Allowed Secured Claim shall be entitled to exercise such holder's legal rights and remedies  
4 as against the collateral property if the Trustee has not made such payment or cured such  
5 default within fifteen (15) Business Days after the Trustee's actual receipt of notice from  
6 such holder regarding such nonpayment or default, *provided* that if such default arises from  
7 the incurrence of a lien encumbering such holder's collateral property, and if such lien is a  
8 matter of bona fide dispute, the Trustee will be deemed to have cured such default by the  
9 commencement of good faith efforts to resolve such dispute prior to the end of such 15-  
10 Business Day cure period. For the purposes of this paragraph, "actual notice" of Default is  
11 defined as two (2) days from the date a confirmed facsimile or confirmed e-mail was sent, or  
12 two (2) days from the date sent by any confirmed overnight delivery method or by certified  
13 mail, return receipt requested.

14 279. Class D Protocols means the following: With respect to an Allowed Secured Claim  
15 within the scope of Class D Protocols, the collateral underlying such Allowed Secured Claim shall  
16 be transferred to the Creditors' Trust as of the Effective Date, and the Trustee shall maintain, insure  
17 and preserve such property until the date of sale or surrender of such property, but the Trustee shall  
18 not make any interest payments on account of such Claim, subject to the following:

19 (a) Surrender. At any time on or after the first anniversary of the Effective Date,  
20 if the Trustee determines that the collateral property is overly burdensome or of  
21 inconsequential value to the Creditors' Trust, the Trustee may surrender such property by  
22 written notification to such holder. As soon as practicable following such notification, the  
23 Trustee shall transfer such collateral property to the holder of the Allowed Secured Claim  
24 within Class D, by way of a quitclaim deed executed by the Trustee, subject to all existing  
25 exceptions, encumbrances and liens affecting the Debtors' title to such collateral property  
26 and without representation or warranty of any kind. The holder of such Allowed Secured  
27 Claim shall accept such quitclaim deed, shall cooperate fully in such transfer of the collateral  
28 property, and shall execute such documents as reasonably necessary in order to facilitate such  
29 transfer. However, it is specifically understood and agreed that the acceptance and recording  
30 of the quitclaim deed shall not (i) result in any merger of any of the interests of the holder of  
31 the Allowed Secured Claim with any of the interests of the Debtors or the Trustee, as those  
32 interests are and shall remain separate and distinct; or (ii) affect or prejudice in any way the  
33 right of the holder of the Allowed Secured Claim to foreclose the Deed of Trust or to proceed  
34 as otherwise provided at law to exercise its rights or remedies with respect to the collateral  
35 property. As soon as practicable following the Trustee's surrender of the collateral property  
36 to such holder, the Trustee shall transfer to such holder all income, profits or proceeds of  
37 such collateral property received by the Trustee on or after the Effective Date, after  
38 deduction for expenses paid, incurred or reserved by the Trustee on account of the  
39 management, preservation, care, repair, insuring or enhancement of the collateral property.

40 (b) No Deficiency Claim or Election. Such holder shall not hold or assert an  
41 Unsecured Claim against the Creditors' Trust or the estate herein for any deficiency or  
42 guarantee claim related to such Allowed Secured Claim, regardless of whether applicable  
43 bankruptcy or non-bankruptcy law would otherwise permit or recognize such claim, and said  
44 holder shall not make the election otherwise permitted by the provisions of Section 1111(b)  
45 of the Bankruptcy Code.

1 (c) Lien Retention. Such holder shall retain its lien encumbering the collateral  
2 property to secure the Allowed Secured Claim, *provided, however*, that at any time during  
3 the Selling Period, the Trustee may sell such collateral property free and clear of such lien for  
4 any sale price that equals or exceeds the Release Price designated for such property (without  
5 taking into account any costs or expenses of sale or maintenance of the property), and in such  
6 event, such holder shall reconvey and release its lien encumbering such property upon the  
7 request of the Trustee, and *provided, further*, that there shall be no restrictions upon the  
8 Trustee's use of rents, profits or proceeds of collateral property prior to a default hereunder  
9 or a sale of the collateral property. Such holder shall execute such amendments or  
10 modifications of applicable deeds of trust and other loan and security documents as  
11 reasonably presented by the Trustee in order to evidence, memorialize and record all  
12 modifications provided by these protocols, including without limitation such holder's  
13 obligation to reconvey its lien in the event of a sale for a price that equals or exceeds the  
14 Release Price.

15 (d) Sale Proceeds. In the event of a sale by the Trustee of such collateral property  
16 pursuant to subpart (c) above, all proceeds, to the extent available, shall be disbursed as  
17 follows: (i) first, to payment of any senior liens, including liens for accrued property taxes;  
18 (ii) second, to payment of the costs of sale, including without limitation transfer taxes,  
19 commissions, escrow fees, title insurance and reasonable attorneys' fees incurred by the  
20 Trustee; (iii) third, to payment to the Trustee to reimburse all interest payments made to the  
21 holder of any senior lien on or after the Effective Date in accordance with the terms of the  
22 Plan, and all expenditures made by the Trustee on or after the Effective Date in order to  
23 preserve, maintain, insure, repair or enhance the collateral property, including without  
24 limitation reasonable management fees and payments, if any, of property taxes, and also  
25 including without limitation costs of consultants, experts or other third parties retained in an  
26 effort to improve the collateral property or to obtain additional permits or entitlements with  
27 respect to the collateral property; (iv) fourth, to payment of the Allowed Secured Claim up to  
28 the Release Price designated for such claim after reduction by each of the payments  
described in subparts (i) through (iii) above; and (v) fifth, payment on a 50/50 shared basis to  
the Trustee and such holder of any remaining proceeds, until such holder's claim secured by  
such collateral property has been paid in full, with interest accruing after the Effective Date  
at the Plan Interest Rate, after which all remaining net proceeds of sale shall belong to the  
Creditors' Trust.

21 (e) End of Selling Period. At the end of the Selling Period for a collateral  
22 property within the scope of these protocols, unless such property has earlier been disposed  
23 of by the Trustee in accordance with these protocols, the Trustee shall either satisfy in full  
24 the Allowed Secured Claim encumbering such collateral property or provide notification of  
25 surrender in accordance with the provisions of subpart (a) above.

26 (f) Documentation. Such holder shall execute such amendments or modifications  
27 of applicable deeds of trust and other loan and security documents as reasonably presented by  
28 the Trustee in order to evidence, memorialize and record all modifications provided by these  
protocols.

280. Class E Protocols means the following. With respect to an Allowed Secured Claim  
within the scope of Class E Protocols, the collateral underlying such Allowed Secured Claim shall be  
transferred to the Creditors' Trust as of the Effective Date, and beginning on the tenth (10<sup>th</sup>) day of

1 the first full calendar month that commences after the thirtieth (30<sup>th</sup>) day following the Effective  
2 Date, and continuing on the tenth (10<sup>th</sup>) day of each calendar month thereafter until the earlier of (a)  
3 the tenth (10<sup>th</sup>) day of the last calendar month within the Selling Period designated for such Allowed  
4 Secured Claim, or (b) the date of sale or surrender of the collateral underlying such Allowed Secured  
5 Claim, the Trustee shall pay to the holder of such Allowed Secured Claim from the Creditors' Trust  
or from income, profits or proceeds of such collateral, in arrears monthly interest accruing on the  
Allowed Secured Claim (calculated from and after the Effective Date) at the Plan Interest Rate  
designated for such claim, up to the limit set forth in subpart (b) below, subject to the following:

6 (a) Surrender. At any time on or after the Effective Date, if the Trustee  
7 determines that the collateral property is overly burdensome or of inconsequential value to  
8 the Creditors' Trust, the Trustee may surrender such property by written notification to the  
9 holder of such Allowed Secured Claim. Upon such notification, such holder shall be  
10 permitted to exercise the Release Option (*provided* that if such holder has elected the Release  
11 Option, any distribution on account of such holder's Class H Claim shall be offset, on a  
12 dollar-for-dollar basis, by the aggregate amount of all interest payments made prior thereto  
13 by the Trustee on account of the such holder's Secured Claim pursuant to the terms of the  
14 Class E Protocols) or foreclose upon its security interest in or lien upon the property in  
15 accordance with applicable non-bankruptcy law, and the Trustee shall have no further  
16 responsibility with respect to such collateral property; *provided* that the notification of  
17 surrender of such collateral property shall constitute a waiver by the Trustee and the  
18 Creditors' Trust of the protections and provisions of Section 2924 *et seq.* of the California  
19 Civil Code that require a 90-day notice of default, pursuant to the provisions of Section 3513  
20 of the California Civil Code. In the event that such holder has not exercised the Release  
21 Option by written confirmation received by the Trustee within thirty (30) days following  
22 such notification, and has not completed foreclosure upon the subject property within one  
23 hundred eighty (180) days following such notification, then the Trustee may transfer such  
24 collateral property to the holder of the Allowed Secured Claim within Class B, by way of a  
25 quitclaim deed executed by the Trustee, subject to all existing exceptions, encumbrances and  
26 liens affecting the Trustee's title to such collateral property and without representation or  
27 warranty of any kind. The holder of such Allowed Secured Claim shall accept such  
28 quitclaim deed, shall cooperate fully in such transfer of the collateral property, and shall  
execute such documents as reasonably necessary in order to facilitate such transfer. As soon  
as practicable following transfer of title to the collateral property, whether by foreclosure sale  
or quitclaim deed as set forth above, but in no event later than thirty (30) days thereafter, the  
Trustee shall pay to such holder of the Allowed Secured Claim the Protocols Net Income. If  
the Trustee receives additional Protocols Net Income after the date of such payment, the  
Trustee shall hold such Protocols Net Income in trust for the benefit of such holder and  
deliver such additional Protocols Net Income to such holder within thirty (30) days after such  
receipt. It is specifically understood and agreed that the acceptance and recording of the  
quitclaim deed hereunder shall not (i) result in any merger of any of the interests of the  
holder of the Allowed Secured Claim with any of the interests of the Debtors or the Trustee,  
as those interests are and shall remain separate and distinct; or (ii) affect or prejudice in any  
way the right of the holder of the Allowed Secured Claim to foreclose the Deed of Trust or to  
proceed as otherwise provided at law to exercise its rights or remedies with respect to the  
collateral property.

(b) Cash Collateral and Interest. Interest paid to such holder pursuant to the terms  
of these Class E Protocols shall not exceed the rents and other income produced and received

1 by the Trustee from the collateral property encumbered by the Allowed Secured Claim, net  
2 of the following costs and expenditures by the Trustee: (i) the Trustee's reasonable and  
3 allocable costs of maintaining, insuring, managing (including a reasonable management fee),  
4 repairing and preserving the collateral property; (ii) the Trustee's payment or reserves for  
5 real property taxes owing or accruing with respect to the collateral property; and (iii) the  
6 Trustee's reasonable costs of consultants, experts or other third parties retained in an effort to  
7 improve the collateral property or to obtain additional permits or entitlements with respect to  
8 the collateral property, but as to sub-subpart (iii) hereof, only to the extent approved in  
9 advance by such holder, which consent shall not be unreasonably withheld. Interest that  
10 accrues upon such Allowed Secured Claim at the Plan Interest Rate that exceeds the  
11 limitations of this subpart shall be paid to the extent of available sale proceeds pursuant to  
12 sub-subpart (v) of subpart (e) below.

13 (c) No Deficiency Claim or Election. Such holder shall not hold or assert an  
14 Unsecured Claim against the Creditors' Trust or the estate herein for any deficiency or  
15 guarantee claim related to such Allowed Secured Claim, regardless of whether applicable  
16 bankruptcy or non-bankruptcy law would otherwise permit or recognize such claim, and said  
17 holder shall not make the election otherwise permitted by the provisions of Section 1111(b)  
18 of the Bankruptcy Code, unless pursuant to a timely election of the Release Option pursuant  
19 to subpart (a) above.

20 (d) Lien Retention. Such holder shall retain its lien encumbering the collateral  
21 property to secure the Allowed Secured Claim, *provided, however*, that at any time during  
22 the Selling Period, the Trustee may sell such collateral property free and clear of such lien for  
23 any sale price to which such holder consents. Such holder's consent will not be unreasonably  
24 withheld, and will be determined upon a review of whether the proposed sale is arms' length  
25 and in good faith, and whether the marketing and solicitation process that preceded such sale  
26 was reasonable and complete. In the event of such consented-to sale, such holder shall  
27 reconvey and release its lien encumbering such property upon the request of the Trustee at  
28 the closing of the proposed sale. Such holder shall execute such amendments or  
modifications of applicable deeds of trust and other loan and security documents as  
reasonably presented by the Trustee in order to evidence, memorialize and record all  
modifications provided by these protocols.

(e) Sale Proceeds. In the event of a sale by the Trustee of such collateral property  
pursuant to subpart (d) above, all proceeds, to the extent available, shall be disbursed as  
follows: (i) first, to payment of any senior liens, including liens for accrued property taxes;  
(ii) second, to payment of the costs of sale, including without limitation transfer taxes,  
commissions, escrow fees, title insurance and reasonable attorneys' fees incurred by the  
Trustee; (iii) third, to payment to the Trustee to reimburse all expenditures made by the  
Trustee as permitted under the provisions of subpart (b) above; (iv) fourth, to payment of the  
Allowed Secured Claim up to the Release Price designated for such claim after reduction by  
each of the payments described in subparts (i) through (iii) above; and (v) fifth, payment on a  
50/50 shared basis to the Trustee and such holder of any remaining proceeds, until such  
holder's claim secured by such collateral property has been paid in full, with interest  
accruing after the Effective Date at the Plan Interest Rate, after which all remaining net  
proceeds of sale shall belong to the Creditors' Trust.

(f) End of Selling Period. At the end of the Selling Period for a collateral

1 property within the scope of these protocols, unless such property has earlier been disposed  
2 of by the Trustee in accordance with these protocols, the Trustee shall either satisfy in full  
3 the Allowed Secured Claim encumbering such collateral property or provide notification of  
4 surrender in accordance with the provisions of subpart (a) above.

5 281. Combs Trust means, collectively, Thomas F. Combs and Sandra L. Combs, as  
6 trustees of The Thomas F. Combs and Sandra L. Combs Revocable Trust Agreement.

7 282. Combs Trust/13193 Lakeshore Secured Claim means the Secured Claim held by  
8 Combs Trust in the approximate amount of \$300,000 and secured by a lien encumbering the 13193  
9 Lakeshore Property.

10 283. Committee means the Official Committee of Unsecured Creditors appointed in the  
11 Chapter 11 Case pursuant to the provisions of Section 1102 of the Bankruptcy Code.

12 284. Confirmation Date means the date on which the Bankruptcy Court enters the  
13 Confirmation Order.

14 285. Confirmation Hearing means the hearing before the Bankruptcy Court held for the  
15 purpose of determining whether the Plan will be confirmed by the Bankruptcy Court pursuant to the  
16 provisions of Section 1129 of the Bankruptcy Code.

17 286. Confirmation Order means the order of the Bankruptcy Court confirming the Plan  
18 pursuant to the provisions of Section 1129 of the Bankruptcy Code.

19 287. Cooper Trust means Charles V. Cooper and Norma L. Cooper, as trustees of the  
20 Charles V. and Norma L. Cooper Trust.

21 288. Cooper Trust/2727 Dutton Meadow Secured Claim means the Secured Claim held by  
22 the Cooper Trust in the approximate amount of \$1,500,000 and secured by a second lien  
23 encumbering the 2727 Dutton Meadow Property (also cross-collateralized by a second lien  
24 encumbering the 2729 Stony Point Property).

25 289. Cooper Trust/2729 Stony Point Secured Claim means the Secured Claim held by the  
26 Cooper Trust in the approximate amount of \$1,500,000 and secured by a second lien encumbering  
27 the 2729 Stony Point Property (also cross-collateralized by a second lien encumbering the 2727  
28 Dutton Meadow Property).

290. Corsi-Noonan means, collectively, Corsi, Hoey & Pearson, DDS Inc., 401K Profit  
Sharing Plan, as to an undivided 40.000% interest; Alan S. Johnson, as trustee for the Alan S.  
Johnson Trust dated 12/13/93, as to an undivided 29.600% interest; James H. Noonan Drywall, Inc.  
Profit Sharing Plan, as to an undivided 16.000% interest; and Alan S. Johnson, as trustee for the  
Alan S. Johnson DDS, PC Employees Pension and Profit Sharing Plan, as to an undivided 14.400%  
interest.

291. Corsi-Noonan/21000 Santa Clara Secured Claim means the Secured Claim held by  
Corsi-Noonan in the approximate amount of \$1,250,000 and secured by a lien encumbering the  
21000 Santa Clara Property.

292. Countrywide Bank means Countrywide Bank, or BAC Home Loans Servicing, LP, as

1 successor-in-interest to, or servicer for, Countrywide Bank, as applicable.

2 293. Countrywide/1002 Orchard Secured Claim means the Secured Claim held by  
3 Countrywide Bank in the approximate amount of \$350,000 and secured by a lien encumbering the  
4 1002 Orchard Property.

5 294. Countrywide/1745 West Lake Secured Claim means the Secured Claim held by  
6 Countrywide Bank, in the approximate amount of \$1,127,000 and secured by a lien encumbering the  
7 1745 West Lake Property.

8 295. Countrywide/600 College Secured Claim means the Secured Claim held by  
9 Countrywide Bank in the approximate amount of \$416,000 and secured by a lien encumbering the  
10 600 College Property.

11 296. Countrywide/8590 Alden Secured Claim means the Secured Claim held by  
12 Countrywide Bank in the approximate amount of \$366,000 and secured by a lien encumbering the  
13 8590 Alden Property.

14 297. Countrywide/8602 Alden Secured Claim means the Secured Claim held by  
15 Countrywide Bank in the approximate amount of \$366,000 and secured by a lien encumbering the  
16 8602 Alden Property.

17 298. Court means the Bankruptcy Court.

18 299. Creditor means a Claimant.

19 300. Creditors' Trust means a liquidating trust created by the Debtors as of the Effective  
20 Date, in accordance with the Creditors' Trust Agreement and this Plan, into which the Transfer  
21 Assets will be transferred as of such date pursuant to Section 7.3 of the Plan.

22 301. Creditors' Trust Agreement means the liquidating trust agreement attached as an  
23 exhibit to the Disclosure Statement.

24 302. Cure means the distribution of Cash as and to the extent required for the cure and  
25 assumption of an unexpired executory contract pursuant to the provisions of Section 365(b) of the  
26 Bankruptcy Code, or for the cure and reinstatement of a secured obligation pursuant to the  
27 provisions of Section 1124(2) of the Bankruptcy Code.

28 303. Debtors means, collectively, Clement C. Carinalli and Ann Marie Carinalli, the  
debtors-in-possession in the Chapter 11 Case.

304. Deficiency Claim Deadline means the thirtieth (30<sup>th</sup>) calendar day following the  
Effective Date, or, in the case of Allowed Class H Claim filed by a Class B or Class E creditor in  
accordance with the provisions of subpart (a) of the Class B Protocols or subpart (a) of the Class E  
Protocols, the earlier of (a) thirty (30 days following the date of release or transfer, by foreclosure or  
quitclaim deed, of the collateral property, or (b) the one hundred and eightieth (180<sup>th</sup>) calendar day  
following notification of surrender of the collateral property pursuant to subpart (a) of the Class B  
Protocols.

305. Disallowed Claim means:

1           i.       Any Claim, proof of which was not timely and properly filed and, in the case  
2 of a Claim other than an Administrative Expense Claim, which is listed in the Schedules as  
unliquidated, disputed or contingent, or is not listed in the Schedules; and

3           ii.       Any Claim, or portion of a Claim, that has been disallowed by a Final Order.

4           306.    Disclosure Statement means the disclosure statement relating to the Plan, as approved  
5 by the Bankruptcy Court pursuant to the provisions of Section 1125 of the Bankruptcy Code,  
together with any supplements or amendments thereto approved by the Court.

6           307.    Disputed Claim means any Claim that is not a Disallowed Claim and that has not  
7 been allowed by an earlier order of the Court or by the terms of the Plan and as to which the Trustee,  
the Reorganized Debtors or any other party with authority to file objections to Claims, has filed an  
8 objection or request for estimation, except to the extent that such objection or request for estimation  
9 has been withdrawn or determined by a Final Order.

10          308.    Early Option Unsecured Claims means those Allowed Unsecured Claims for which a  
timely election is made by holders to be treated within Class G, rather than within Class H, pursuant  
11 to the provisions of Section 5.5 of the Plan.

12          309.    Effective Date means the effective date of the Plan, which shall be a date jointly  
designated by the Debtors and the Committee, but which date shall be no less than one (1) day, and  
13 no more than thirty (30) days, following the Confirmation Date or, in the event that effectuation of  
the Plan is enjoined or stayed by a court of competent jurisdiction for any period of time, no later  
14 than thirty (30) days following expiration of such stay or injunction.

15          310.    Election Notice shall have the meaning ascribed to it in Section 5.2 of the Plan.

16          311.    Equity Interests means the rights and interests of the Debtors in and to property of  
17 their respective Estate immediately before the Effective Date.

18          312.    Estate means the estate of the Debtors and all property thereof, as provided by  
Sections 541 and 1115 of the Bankruptcy Code as of the Effective Date.

19          313.    Exchange Bank means Exchange Bank.

20          314.    Exchange/1701 Santa Rosa Secured Claim means the Secured Claim held by  
21 Exchange Bank in the approximate amount of \$1,268,000 and secured by a lien encumbering the  
22 1701 Santa Rosa Property.

23          315.    Exchange/1899 Mendocino Secured Claim means the Secured Claim held by  
Exchange Bank in the approximate amount of \$2,385,000 and secured by a lien encumbering the  
24 1899 Mendocino Property.

25          316.    Exchange/3310 Santa Rosa Secured Claim means the Secured Claim held by  
26 Exchange Bank in the approximate amount of \$500,000 and secured by a lien encumbering the 3310  
Santa Rosa Property.

27          317.    Excluded Assets means, collectively, the following assets of the Estate:  
28

1 (a) All of the Debtors' household goods and furnishings located at the 3990  
2 Wallace Property or the 1745 West Lake Property, including without limitation all furniture,  
3 televisions, computers, peripheral equipment, other household equipment, kitchenware,  
4 artwork, linens, radios, and the like;

5 (b) All of the Debtors' clothing, furs and jewelry;

6 (c) All of the Debtors' firearms (two non-operative rifles), sports equipment, and  
7 photographic and recording equipment;

8 (d) All of the Debtors' life insurance policies, subject to existing security  
9 interests;

10 (e) The following vehicles: 2004 GMC Sierra, 2007 GMC Denali, 2003  
11 Mercedes, 2004 Honda ATV, and 2004 Yamaha ATV;

12 (f) Funds of approximately \$12,325 maintained in account no. 1015049370 at the  
13 Exchange Bank, constituting proceeds of Social Security payments; and

14 (g) A John Deere tractor.

15 318. Final Order means an order or judgment of a court of competent jurisdiction as to  
16 which the time to appeal, petition for certiorari, or move for reargument or rehearing has expired and  
17 as to which no appeal, petition for certiorari, or other proceedings for reargument or rehearing shall  
18 then be pending or as to which any right to appeal, petition for certiorari, reargument or rehearing  
19 shall have been waived, or, in the event that an appeal, writ of certiorari, reargument or rehearing  
20 thereof has been sought, such order shall have been determined by the highest court to which such  
21 order was appealed, or certiorari, reargument or rehearing shall have been denied and the time to  
22 take any further appeal, petition for certiorari or move for reargument or rehearing shall have  
23 expired.

24 319. Five Star means Five Star Bank.

25 320. Five Star/1375 West Secured Claim means the Secured Claim held by Five Star in the  
26 approximate amount of \$264,000 and secured by a lien encumbering the 1375 West Property.

27 321. Five Star/199 Calistoga Secured Claim means the Secured Claim held by Five Star in  
28 the approximate amount of \$313,000 and secured by a lien encumbering the 199 Calistoga Property.

322. Five Star/2863 West Steele Secured Claim means the Secured Claim held by Five  
Star in the approximate amount of \$246,000 and secured by a lien encumbering the 2863 West  
Steele Property.

323. Foreclosure Option shall have the meaning ascribed to it in Section 5.2 of the Plan.

324. Garaventa means, collectively, Dorothea Garaventa, as trustee of the 1980 Luigi  
Garaventa and Dorothea Garaventa Trust dated December 2, 1980-Trust A, as to an undivided  
79.902% interest; Dorothea Garaventa, as trustee of the 1980 Luigi Garaventa and Dorothea  
Garaventa Trust dated December 2, 1980-Trust B, as to an undivided 17.299% interest; and  
Dorothea Garaventa, as trustee of the 1980 Luigi Garaventa and Dorothea Garaventa Trust dated

1 December 2, 1980-Trust, as to an undivided 2.799% interest.

2 325. Garaventa/3990 Wallace Secured Claim means the Secured Claim held by Garaventa  
3 in the approximate amount of \$1,194,632 and secured by a junior lien encumbering the 3990  
4 Wallace Property.

5 326. Hada PSP means, collectively, Harry E. Polley and David R. Madsen, as co-trustees  
6 of The Hada Real Estate Company, Inc. Profit Sharing Retirement Plan.

7 327. Hada PSP/11961 Bitney Springs Secured Claim means the Secured Claim held by  
8 Hada PSP in the approximate amount of \$540,000 and secured by a lien encumbering the 11961  
9 Bitney Springs Property.

10 328. Haskins means, collectively, Alan S. Johnson, as trustee for the Alan S. Johnson  
11 DDS, PC Employees Pension and Profit Sharing Plan, as to an undivided 34.783% interest; Robert  
12 Oliver, as trustee for Delta Lodge, LLC Pension Plan, as to an undivided 16.148% interest;  
13 Exchange Bank, as custodian for David M. Schaal I.R.A. Rollover, as to an undivided 15.528%  
14 interest; Robert W. Oliver, as trustee for the Sven G. Nordmark 1990 Trust, as to an undivided  
15 14.907% interest; Alan S. Johnson, as trustee for the Alan S. Johnson Trust dated 12/13/93, as to an  
16 undivided 9.938% interest; and Robert W. Oliver, as trustee for the Charitable Remainder Trust, as  
17 to an undivided 8.696% interest.

18 329. Haskins/104 Shiloh Secured Claim means the Secured Claim held by Haskins in the  
19 approximate amount of \$750,000 and secured by a lien encumbering the 104 Shiloh Property.

20 330. Hayward Trust means the Harry A. Hayward Living Trust.

21 331. Hayward Trust/836 Ripley Secured Claim means the Secured Claim held by Hayward  
22 Trust in the approximate amount of \$590,000 and secured by a lien encumbering the 836 Ripley  
23 Property.

24 332. Henig PSP means Lawrence C. Henig, D.D.S., Inc. Age-Based Profit Sharing Plan.

25 333. Henig PSP/3615 Vista Secured Claim means the Secured Claim held by Henig PSP in  
26 the approximate amount of \$185,000 and secured by a lien encumbering the 3615 Vista Property.

27 334. Hindley-Scheibel means, collectively, Ron Hindley and Bonnie Lagier-Hindley,  
28 husband and wife as community property, as to an undivided 28.571% interest; Robert L. Scheibel,  
as trustee for the Robert L. Scheibel M.D. Pension and Profit Sharing Plan, as to an undivided  
21.429% interest; James R. Palleschi, as to an undivided 17.857% interest; James S. Mitchell, as  
trustee of the James S. Mitchell Profit Sharing Plan, as to an undivided 17.857% interest; and  
Freeman W. Born, M.D., Profit Sharing Plan, as to an undivided 14.286% interest.

335. Hindley-Scheibel/6235 Dry Creek Secured Claim means the Secured Claim held by  
Hindley-Scheibel in the approximate amount of \$700,000 and secured by a lien encumbering the  
6235 Dry Creek Property.

336. Hunter means Dennis Hunter, an individual.

337. Hunter/1550 Hearn Secured Claim means the Secured Claim held by Hunter in the

1 approximate amount of \$500,000 and secured by a lien encumbering the 1550 Hearn Property.

2 338. Incentive Fee shall have the meaning ascribed to it in Section 7.8.3 of the Plan.

3 339. Interest means Equity Interest.

4 340. Johnson 1993 Trust means Alan S. Johnson, as trustee for the Alan S. Johnson Trust  
5 dated 12/13/93.

6 341. Johnson 1993 Trust/15825-23<sup>rd</sup> Secured Claim means the Secured Claim held by  
7 Johnson 1993 Trust in the approximate amount of \$165,000 and secured by a lien encumbering the  
8 15825-23<sup>rd</sup> Property.

9 342. Johnson PSP means Alan S. Johnson as trustee for the Alan S. Johnson DDS, PC  
10 Employees Pension And Profit Sharing Plan.

11 343. Johnson PSP/15873-27<sup>th</sup> Secured Claim means the Secured Claim held by Johnson  
12 PSP in the approximate amount of \$140,000 and secured by a lien encumbering the 15873-27<sup>th</sup>  
13 Property.

14 344. Johnson PSP/2800 Francisco Secured Claim means the Secured Claim held by  
15 Johnson PSP in the approximate amount of \$300,000 and secured by a lien encumbering the 2800  
16 Francisco Property.

17 345. Johnson-Henig means, collectively, Alan S. Johnson, as trustee for the Alan S.  
18 Johnson DDS, PC Employees Pension and Profit Sharing Plan, as to an undivided 27.647% interest;  
19 Alan S. Johnson, as trustee for the Alan S. Johnson Trust dated 12/13/93, as to an undivided  
20 18.235% interest; Robert W. Oliver, as trustee for Delta Lodge LLC Pension Plan, as to an  
21 undivided 14.707% interest; Robert W. Oliver, as trustee for the Oliver Family Trust of 1989, as to  
22 an undivided 12.647% interest; Lawrence C. Henig, as trustee of the Lawrence C. Henig Revocable  
23 Trust dated June 21,1999, as to an undivided 7.647% interest; William E. Geary and Therese H.  
24 Geary, husband and wife, as community property, as to an undivided 5.882% interest; Lawrence C.  
25 Henig, D.D.S., Inc., Aged-Based Profit Sharing Plan, as to an undivided 5.882% interest; James  
26 Madsen and Roselia Madsen, husband and wife, as community property, as to an undivided 3.824%  
27 interest; and Robert W. Oliver, as trustee for the Charitable Remainder Trust, as to an undivided  
28 3.529% Interest.

346. Johnson-Henig/21837 Geyserville Secured Claim means the Secured Claim held by  
Johnson-Henig in the approximate amount of \$1,700,000 and secured by a lien encumbering the  
21837 Geyserville Property.

347. Johnson-Schaal Trusts means, collectively, Alan S. Johnson, as trustee for the Alan S.  
Johnson DDS, PC Employees Pension and Profit Sharing Plan, as to an undivided 19.834% interest;  
Robert W. Oliver, DDS Pension Plan, as to an undivided 29.699% interest; David Schaal, as trustee  
for the David Schaal Pension Plan, as to an undivided 28.557% interest; Alan S. Johnson, as trustee  
for the Alan S. Johnson Trust dated 12/13/93, as to an undivided 18.276% interest; and Robert W.  
Oliver, as trustee for the Charitable Remainder Trust, as to an undivided 3.634% interest.

348. Johnson-Schaal Trusts/104 Shiloh Secured means the Secured Claim held by  
Johnson-Schaal Trusts in the approximate amount of \$438,000 and secured by a third-priority lien

1 encumbering the 104 Shiloh Property, and cross-collateralized with third-priority liens encumbering  
2 the 170 Shiloh Property and the 180 Shiloh Property.

3 349. Johnson-Schaal Trusts/170 Shiloh Secured means the Secured Claim held by  
4 Johnson-Schaal Trusts in the approximate amount of \$438,000 and secured by a third-priority lien  
5 encumbering the 170 Shiloh Property, and cross-collateralized with third-priority liens encumbering  
6 the 104 Shiloh Property and the 180 Shiloh Property.

7 350. Johnson-Schaal Trusts/180 Shiloh Secured means the Secured Claim held by  
8 Johnson-Schaal Trusts in the approximate amount of \$438,000 and secured by a third-priority lien  
9 encumbering the 180 Shiloh Property, and cross-collateralized with third-priority liens encumbering  
10 the 104 Shiloh Property and the 170 Shiloh Property.

11 351. Johnson Sons means, collectively, Todd S. Johnson, a single man, as to an undivided  
12 one-third interest; Mark F. Johnson, a single man, as to an undivided one-third interest; and Gregory  
13 A. Johnson, a single man, as to an undivided one-third interest.

14 352. Johnson Sons/507-E Secured Claim means the Secured Claim held by Johnson Sons  
15 in the approximate amount of \$75,000 and secured by a lien encumbering the 507-E Property.

16 353. Keegan-Coppin means the Keegan and Coppin Company, Inc. Profit Sharing Plan.

17 354. Keegan-Coppin/819 Fourth Secured Claim means the Secured Claim held by Keegan-  
18 Coppin in the approximate amount of \$125,500 and secured by a junior lien encumbering the 819  
19 Fourth Property.

20 355. Keegan Family means, collectively, Diane E. Keegan, a married woman as her sole  
21 and separate property as to an undivided 55.555% interest; James B. Keegan and Edith J. Keegan as  
22 to an undivided 44.445% interest.

23 356. Keegan Family/1120-15<sup>th</sup> Secured Claim means the Secured Claim held by Keegan  
24 Family in the approximate amount of \$90,000 and secured by a senior lien encumbering the 1120-  
25 15<sup>th</sup> Property.

26 357. Keegan-Keegan means, collectively, James B. Keegan, Jr. and Diane E. Keegan, as  
27 trustees under the Keegan Family Trust dated September 4, 1997.

28 358. Keegan-Keegan/1120-15<sup>th</sup> Secured Claim means the Secured Claim held by Keegan-  
Keegan in the approximate amount of \$60,000 and secured by a junior lien encumbering the 1120-  
15<sup>th</sup> Property.

359. Klemco means Klemco Investment Company, a general partnership in which the  
Debtors and their children are general partners.

360. Klemco/8262 Peninsula Secured Claim means the Secured Claim held by Klemco in  
the approximate amount of \$770,000 and secured by a junior lien encumbering the 8262 Peninsula  
Property.

361. LBS means Luther Burbank Savings.

1 362. LBS Additional Protocols means the following: With respect to an Allowed Secured  
2 Claim within the scope of the LBS Additional Protocols (each, an “LBS Additional Protocols  
3 Claim”), the note and deed of trust underlying each of such LBS Additional Protocols Claims shall  
4 be modified as follows:

5 (a) to add as additional events of default (each, an “LBS Additional Event of  
6 Default”) (i) the failure of the Trustee to make any payments required under the Plan as and  
7 when required under the Plan, (ii) the failure of the Trustee to make any insurance payment  
8 as and when required as to the applicable property, and (iii) notification by the Trustee of the  
9 surrender of the property securing the applicable LBS Additional Protocols Claim (the “LBS  
10 Additional Protocols Property”);

11 (b) to change the interest rate as set forth in applicable Sections of the Plan;

12 (c) to modify the maturity date to be the earliest to occur of (i) the date when the  
13 Selling Period terminates for the applicable LBS Additional Protocols Claim, (ii) the date on  
14 which the Trustee sells the applicable LBS Additional Protocols Property pursuant to the  
15 terms of the Plan, or (iii) the date on which the Trustee surrenders the applicable LBS  
16 Additional Protocols Property as set forth in the Class B Protocols or the Class E Protocols,  
17 as applicable; and

18 (d) to provide that as of the Effective Date, the principal amount of the note  
19 evidencing the applicable LBS Additional Protocols Claim shall be the sum of (i) the  
20 outstanding principal amount of such note as of the Effective Date, plus (ii) all interest  
21 accrued and unpaid under such note as of the Effective Date, plus (iii) all reasonable  
22 attorneys’ fees and costs incurred by the holder of such Claim in connection with the  
23 applicable loan (in the case of LBS, to be determined by multiplying the full amount of  
24 reasonable attorneys’ fees incurred for all loans by LBS to the Debtors, the Estate or the  
25 Creditors’ Trust (other than the attorneys’ fees and costs provided for in subsection (iv)  
26 below), by a fraction (x) the numerator of which is the outstanding principal amount of such  
27 note, and (y) the denominator of which is the aggregate outstanding principal amount of all  
28 LBS loans; plus (iv) all reasonable attorneys’ fees and costs incurred in connection with  
modification of the existing loan documents related to the applicable loan, including, without  
limitation, title insurance endorsements with respect thereto).

Notwithstanding anything to the contrary in the LBS Additional Protocols, to the extent that an event  
of default occurs under the LBS Additional Protocols as to an LBS Additional Protocols Claim, the  
holder of such Claim shall be limited to foreclosing upon its security interest in or lien upon the  
property in accordance with applicable non-bankruptcy law or as otherwise permitted under the  
Class B Protocols or the Class E Protocols, as applicable. The holder of the LBS Additional  
Protocols Claim shall have no other rights or recourse against the Debtors, the Trustee or the  
Creditors’ Trust. The “Event of Default” subpart of the Class B Protocols shall not apply to any  
LBS Additional Protocols Claim.

363. LBS Additional Protocols Claim shall have the meaning ascribed to it in the  
definition of “LBS Additional Protocols” in this Exhibit “A.”

364. LBS Additional Protocols Property shall have the meaning ascribed to it in the  
definition of “LBS Additional Protocols” in this Exhibit “A.”

1           365. LBS/1466 Hearn Secured Claim means the Secured Claim held by LBS in the  
approximate amount of \$455,000 and secured by a lien encumbering the 1466 Hearn Property.

2           366. LBS/1500 Hearn Secured Claim means the Secured Claim held by LBS in the  
3 approximate amount of \$496,000 and secured by a lien encumbering the 1500 Hearn Property.

4           367. LBS/2107 Wood Secured Claim means the Secured Claim held by LBS in the  
5 approximate amount of \$1,174,000 and secured by a lien encumbering the 2107 Wood Property.

6           368. LBS/2137 Dennis Secured Claim means the Secured Claim held by LBS in the  
approximate amount of \$682,000 and secured by a lien encumbering the 2137 Dennis Property.

7           369. LBS/2390 San Miguel Secured Claim means the Secured Claim held by LBS in the  
8 approximate amount of \$414,000 and secured by a lien encumbering the 2390 San Miguel Property.

9           370. LBS/2488 Fulton Secured Claim means the Secured Claim held by LBS in the  
10 approximate amount of \$782,000 and secured by a lien encumbering the 2488 Fulton Property.

11           371. LBS/2611 Fulton Secured Claim means the Secured Claim held by LBS in the  
approximate amount of \$1,223,000 and secured by a lien encumbering the 2611 Fulton Property.

12           372. LBS/2621 Guerneville Secured Claim means the Secured Claim held by LBS in the  
13 approximate amount of \$598,000 and secured by a lien encumbering the 2621 Guerneville Property.

14           373. LBS/2633 Guerneville Secured Claim means the Secured Claim held by LBS in the  
15 approximate amount of \$439,000 and secured by a lien encumbering the 2633 Guerneville Property.

16           374. LBS/2803 Dutton Secured Claim means the Secured Claim held by LBS in the  
approximate amount of \$1,018,000 and secured by a lien encumbering the 2803 Dutton Property.

17           375. LBS/2859 Linwood Secured Claim means the Secured Claim held by LBS in the  
18 approximate amount of \$637,000 and secured by a lien encumbering the 2859 Linwood Property.

19           376. LBS/2882 Stony Point Secured Claim means the Secured Claim held by LBS in the  
20 approximate amount of \$462,000 and secured by a lien encumbering the 2882 Stony Point Property.

21           377. LBS/2957 Dutton Secured Claim means the Secured Claim held by LBS in the  
approximate amount of \$323,000 and secured by a lien encumbering the 2957 Dutton Property.

22           378. LBS/2967 Dutton Secured Claim means the Secured Claim held by LBS in the  
23 approximate amount of \$516,000 and secured by a lien encumbering the 2967 Dutton Property.

24           379. LBS/3364 Coffey Secured Claim means the Secured Claim held by LBS in the  
25 approximate amount of \$454,000 and secured by a lien encumbering the 3364 Coffey Property.

26           380. LBS/3708 Barnes Secured Claim means the Secured Claim held by LBS in the  
approximate amount of \$384,000 and secured by a lien encumbering the 3708 Barnes Property.

27           381. LBS/420 King Secured Claim means the Secured Claim held by LBS in the  
28 approximate amount of \$314,000 and secured by a lien encumbering the 420 King Property.

1 382. LBS/4494 Todd Secured Claim means the Secured Claim held by LBS in the  
approximate amount of \$734,915 and secured by a lien encumbering the 4494 Todd Property.

2 383. LBS/4600 Todd Secured Claim means the Secured Claim held by LBS in the  
3 approximate amount of \$1,102,000 and secured by a lien encumbering the 4600 Todd Property.

4 384. LBS/461 Todd Secured Claim means the Secured Claim held by LBS in the  
5 approximate amount of \$660,000 and secured by a lien encumbering the 461 Todd Property.

6 385. LBS/4728 Snyder Secured Claim means the Secured Claim held by LBS in the  
approximate amount of \$471,000 and secured by a lien encumbering the 4728 Snyder Property.

7 386. LBS/483 Scenic Secured Claim means the Secured Claim held by LBS in the  
8 approximate amount of \$660,000 and secured by a lien encumbering the 483 Scenic Property.

9 387. LBS/5000 Highway 12 Secured Claim means the Secured Claim held by LBS in the  
10 approximate amount of \$627,000 and secured by a lien encumbering the 5000 Highway 12 Property.

11 388. LBS/5038 Sonoma Secured Claim means the Secured Claim held by LBS in the  
approximate amount of \$421,000 and secured by a lien encumbering the 5038 Sonoma Property.

12 389. LBS/518 Riley Secured Claim means the Secured Claim held by LBS in the  
13 approximate amount of \$460,000 and secured by a lien encumbering the 518 Riley Property.

14 390. LBS/812-3<sup>rd</sup> Secured Claim means the Secured Claim held by LBS in the  
15 approximate amount of \$282,000 and secured by a lien encumbering the 812-3<sup>rd</sup> Property.

16 391. LBS/816-3<sup>rd</sup> Secured Claim means the Secured Claim held by LBS in the  
approximate amount of \$295,000 and secured by a lien encumbering the 816-3<sup>rd</sup> Property.

17 392. LBS/819 Fourth Secured Claim means the Secured Claim held by LBS in the  
18 approximate amount of \$954,000 and secured by a senior lien encumbering the 819 Fourth Property.

19 393. LBS/830-3<sup>rd</sup> Secured Claim means the Secured Claim held by LBS in the  
20 approximate amount of \$323,000 and secured by a lien encumbering the 830-3<sup>rd</sup> Property.

21 394. LBS/841 Fifth Secured Claim means the Secured Claim held by LBS in the  
approximate amount of \$672,000 and secured by a lien encumbering the 841 Fifth Property.

22 395. LBS/950 Boyes Secured Claim means the Secured Claim held by LBS in the  
23 approximate amount of \$638,000 and secured by a lien encumbering the 950 Boyes Property.

24 396. LBS Secured Claims means Secured Claims hold by LBS.

25 397. Losee Trust means Norene A. Losee, as trustee of the Norene A. Losee Revocable  
26 Living Trust dated January 2, 2002.

27 398. Losee Trust/16214-33<sup>rd</sup> Secured Claim means the Secured Claim held by Losee Trust  
in the approximate amount of \$175,000 and secured by a lien encumbering the 16214-33<sup>rd</sup> Property.

28 399. Mead Clark PSP means, collectively, the Mead Clark 401K Profit Sharing Plan, as to

1 an undivided 54.286% interest; Robert L. Scheibel, as trustee of the Robert L. Scheibel M.D.  
2 Pension and Profit Sharing Plan, as to an undivided 11.429% interest; Jolene M. Heckerman, a  
3 married woman as her sole and separate property, as to an undivided 11.429% interest; Keegan &  
4 Coppin Company, Inc., as to an undivided 10.856% interest; William E. Geary and Therese H.  
5 Geary, husband and wife, as community property, as to an undivided 6.286% interest; and Keven  
6 Frederick Brown and Jeri Yamashiro Brown, as to an undivided 5.714% interest.

7  
8 400. Mead Clark PSP/Sage Creek Alpha Secured Claim means the Secured Claim held by  
9 Mead Clark PSP in the approximate amount of \$1,750,000 and secured by a lien encumbering the  
10 Sage Creek Alpha Property.

11 401. Napa Community means Napa Community Bank.

12 402. Napa Community/2960 Stony Point Secured Claim means the Secured Claim held by  
13 Napa Community in the approximate amount of \$2,102,000 and secured by a lien encumbering the  
14 2960 Stony Point Property.

15 403. Napa Community/707 Bellevue Secured Claim means the Secured Claim held by  
16 Napa Community in the approximate amount of \$1,000,000 and secured by a lien encumbering the  
17 707 Bellevue Property.

18 404. Nonclassified Priority Claim means a Priority Claim that is either a Priority Tax  
19 Claim, a Priority Gap Period Claim or an Administrative Expense Claim.

20 405. Noonan/12760 Sulphur Secured Claim means the Secured Claim held by  
21 Noonan/Wand in the approximate amount of \$2,250,000 and secured by a lien encumbering the  
22 12760 Sulphur Property.

23 406. Noonan/Wand means, collectively, James H. Noonan Drywall, Inc., Profit Sharing  
24 Plan, as to an undivided 11.112% interest; Joseph S. Wand, M.D., a married man, as his sole and  
25 separate property, as to an undivided 22.222% interest; Robert I. Barbieri, as trustee for the Barbieri  
26 Family Trust, as to an undivided 21.111% interest; Corrick L. and Norma Brown, as trustees for the  
27 benefit of Corrick L. and Norma R. Brown Trust Agreement Dated 12/13/90, as to an undivided  
28 20.000% interest; Michael K. Feeney, as trustee of the Michael K. Feeney Living Trust dated March  
29 21, 1997, as to an undivided 15.556% interest; Keven Frederick Brown and Jeri Yamashiro Brown,  
30 husband and wife, as community property, as to an undivided 4.444% interest; Ryan C. Brown and  
31 L. Christine Healey, husband and wife, as Joint Tenants, as to an undivided 2.222% interest; Naomi  
32 W. Reddert, as trustee of the Naomi Winifred Reddert Revocable Trust, as to an undivided 2.222%  
33 interest; and Robert I. Barbieri, as trustee for The Barbieri Appointment Tax Deferral Trust dated  
34 8/29/90 as to an undivided 1.111% interest.

35 407. North Channel means, collectively, Edward D. Ahrens and Mark C. McBride, as  
36 trustees of the North Channel Trust #7, U/T/A dated April 6, 2006.

37 408. North Channel/2125 W. College Secured Claim means the Secured Claim held by  
38 North Channel in the approximate amount of \$77,500 and secured by a lien encumbering the 2125  
39 W. College Property.

40 409. North Channel/818 Fifth Secured Claim means the Secured Claim held by North  
41 Channel in the approximate amount of \$77,500 and secured by a lien encumbering the 818 Fifth

1 Property.

2 410. North Channel/820 Fifth Secured Claim means the Secured Claim held by North  
3 Channel in the approximate amount of \$77,500 and secured by a lien encumbering the 820 Fifth  
4 Property.

4 411. North Coast means North Coast Bank, a division of American River Bank.

5 412. North Coast/2074 Armory Secured Claim means the Secured Claim held by North  
6 Coast in the approximate amount of \$747,000 and secured by a lien encumbering the 2074 Armory  
7 Property.

7 413. North Coast/850 Fourth Secured Claim means the Secured Claim held by North Coast  
8 in the approximate amount of \$710,000 and secured by a lien encumbering the 850 Fourth Property.

9 414. North Coast/Sunnyslope Secured Claim means the Secured Claim held by North  
10 Coast in the approximate amount of \$1,300,000 and secured by a lien encumbering the Sunnyslope  
11 Property.

11 415. North Valley means North Valley Bank.

12 416. North Valley/1615 Fulton Secured Claim means the Secured Claim held by North  
13 Valley in the approximate amount of \$1,558,150 and secured by a lien encumbering the 1615 Fulton  
14 Property.

14 417. North Valley/2601 Francisco Secured Claim means the Secured Claim held by North  
15 Valley in the approximate amount of \$3,600,000 and secured by a lien encumbering the 2601  
16 Francisco Property.

16 418. North Valley/2727 Dutton Secured Claim means the Secured Claim held by North  
17 Valley in the approximate amount of \$3,096,000 and secured by a first lien encumbering the 2727  
18 Dutton Property.

18 419. North Valley/2729 Stony Point Secured Claim means the Secured Claim held by  
19 North Valley in the approximate amount of \$2,174,250 and secured by a first lien encumbering the  
20 2729 Stony Point Property.

20 420. North Valley/2860 Stony Point Secured Claim means the Secured Claim held by  
21 North Valley in the approximate amount of \$5,856,500 and secured by a first lien encumbering the  
22 2860 Stony Point Property.

22 421. North Valley/5146 Old Redwood Secured Claim means the Secured Claim held by  
23 North Valley in the approximate amount of \$1,157,000 and secured by a lien encumbering the 5146  
24 Old Redwood Property.

24 422. Oliver/4000 Wallace Secured Claim means the Secured Claim held by Robert Oliver  
25 in the approximate amount of \$456,000 and secured by a lien encumbering the 4000 Wallace  
26 Property.

26 423. Opperman Group means Union Bank of California, N.A., as custodian FBO Steve  
27  
28

1 Opperman (IDA), as to an undivided 75.707% interest; Union Bank of California, N.A., as custodian  
2 FBO David S. Opperman, III (IDA), as to an undivided 15.686% interest; Union Bank of California,  
3 N.A., as custodian FBO Marc S. Opperman, as to an undivided 5.730% interest; and Union Bank of  
4 California, N. A., as custodian FBO Susan D. Johnson, as to an undivided 2.877% interest.

5 424. Opperman Group/2860 Stony Point Secured Claim means the Secured Claim held by  
6 Opperman Group in the approximate amount of \$1,668,400 and secured by a second lien  
7 encumbering the 2860 Stony Point Property.

8 425. Palleschi-Brown means, collectively, James R. Palleschi, M.D., Inc., Profit Sharing  
9 Plan, as to an undivided 50.000% interest; Pamela C. Rankin, as trustee of the Pamela C. Rankin  
10 Trust, utd 1/8/97, as to an undivided 17.857% interest; Riley Carr Rankin, as trustee of the Riley  
11 Carr Rankin Revocable Living Trust Dated June 4, 2008, as to an undivided 10.714% interest;  
12 Corrick L. and Norma Brown, as trustees for the benefit of the Corrick L. and Norma R. Brown  
13 Trust under Agreement dated 12/13/90, as to an undivided 8.571% interest; Ramona L. Barbieri, a  
14 married woman, as her sole and separate property, as to an undivided 7.143% interest; and Klemco  
15 Investment Co., as to an undivided 5.715% interest.

16 426. Palleschi-Brown/3131 Primrose Secured Claim means the Secured Claim held by  
17 Palleschi-Brown in the approximate amount of \$660,000 and secured by a lien encumbering the  
18 3131 Primrose Property.

19 427. Palleschi PSP means the James R. Palleschi, M.D. Inc., Profit Sharing Plan.

20 428. Palleschi PSP/3096-15<sup>th</sup> Secured Claim means the Secured Claim held by Palleschi  
21 PSP in the approximate amount of \$126,000 and secured by a lien encumbering the 3096-15<sup>th</sup>  
22 Property.

23 429. Pensco-Opperman means, collectively, Pensco Trust Company, as custodian for the  
24 benefit of David S. Opperman, Jr., IRA #OP1AC, as to an undivided 68.149% interest; Pensco Trust  
25 Company, as custodian for the benefit of: James R. Johnson, IRA #JO1CB, as to an undivided  
26 17.883% interest; and Pensco Trust Company, as custodian for the benefit of: Gloria Opperman IRA  
27 #OP1AB, as to an undivided 13.968% interest.

28 430. Pensco-Opperman/120 Scenic Secured Claim means the Secured Claim held by  
Pensco-Opperman in the approximate amount of \$1,034,000 and secured by a lien encumbering the  
120 Scenic Property.

431. Petition means the involuntary petition filed against Clement C. Carinalli with the  
Bankruptcy Court on September 14, 2009.

432. Petition Date means September 14, 2009, the date of filing of the Petition.

433. Plan means this Debtors' And Committee's Second Amended Joint Plan Of  
Reorganization (Dated November 16, 2010) (including all exhibits and schedules annexed hereto or  
filed separately), either in its present form or as it may be legally altered, amended or modified from  
time to time.

434. Plan Committee means the committee of creditors established pursuant to the  
provisions of Section 7.6 of the Plan.

1 435. Plan Interest Rate means the interest rate designated in the Plan with respect to a  
particular Secured Claim as of the Effective Date.

2 436. Polley means, collectively, Harry E. Polley and Jean E. Polley, as trustees under the  
3 Harry E. Polley and Jean E. Polley Revocable Trust dated July 20, 1992, as to an undivided 33.333%  
4 interest; David R. Madsen and Carleen M. Madsen, as trustees under the David r. Madsen and  
5 Carleen M. Madsen Revocable Trust dated February 20, 1997, as to an undivided 33.333% interest;  
and the Hada PSP as to an undivided 33.334% interest.

6 437. Polley/3130 Piner Secured Claim means the Secured Claim held by Polley in the  
approximate amount of \$600,000 and secured by a lien encumbering the 3130 Piner Property.

7 438. Postconfirmation Recipients means the United States Trustee, the Reorganized  
8 Debtors, the Plan Committee, the Trustee and those parties who, subsequent to the Confirmation  
9 Date, file with the Bankruptcy Court and serve upon the parties named above written requests for  
10 special notice as provided by the terms of the Plan, *provided*, that any such requesting party may be  
11 eliminated from the list of Postconfirmation Recipients from time to time by consent of such party or  
by order of the Bankruptcy Court on notice to the then-constituted Postconfirmation Recipients,  
upon a showing that such party no longer holds a Claim in the Chapter 11 Case.

12 439. Priority Claim means a Claim entitled to priority treatment under the provisions of  
Section 507(a) of the Bankruptcy Code.

13 440. Priority Gap Period Claim means a Priority Claim entitled to priority under Sections  
14 502(f) and 507(a)(3) of the Bankruptcy Code.

15 441. Priority Tax Claim means a Priority Claim of a governmental unit entitled to priority  
16 treatment pursuant to the provisions of Sections 502(i) and 507(a)(8) of the Bankruptcy Code, other  
than Secured Claims.

17 442. Pro Rata means, regarding Claims, the ratio of the amount of an Allowed Claim in a  
18 particular Class (or designated group of Claims) to the aggregate amount of all Allowed Claims  
19 (together with reserves for Disputed Claims) in such Class or designated group.

20 443. Professional Fees means a Claim for compensation or reimbursement of expenses  
21 earned prior to the Effective Date by a professional retained in either of the Chapter 11 Case in  
accordance with the provisions of Sections 327 *et seq.* of the Bankruptcy Code.

22 444. Protocols Net Income shall have the meaning ascribed to it in the definition of “Class  
23 B Protocols” in this Exhibit “A.”

24 445. Protocols Option shall have the meaning ascribed to it in Section 5.3 of the Plan.

25 R.W. Oliver Trust means the Trust Company of America, FBO: 25470/Robert W. Oliver.

26 446. R.W. Oliver Trust/104 Shiloh Secured Claim means the Secured Claim held by R.W.  
27 Oliver Trust in the approximate amount of \$720,000 and secured by a second-priority lien  
encumbering the 104 Shiloh Property, and cross-collateralized with second-priority liens  
28 encumbering the 170 Shiloh Property and the 180 Shiloh Property.

1 447. R.W. Oliver Trust/170 Shiloh Secured Claim means the Secured Claim held by R.W.  
2 Oliver Trust in the approximate amount of \$720,000 and secured by a second-priority lien  
3 encumbering the 170 Shiloh Property, and cross-collateralized with second-priority liens  
4 encumbering the 104 Shiloh Property and the 180 Shiloh Property.

5 448. R.W. Oliver Trust/180 Shiloh Secured Claim means the Secured Claim held by R.W.  
6 Oliver Trust in the approximate amount of \$720,000 and secured by a second-priority lien  
7 encumbering the 180 Shiloh Property, and cross-collateralized with second-priority liens  
8 encumbering the 104 Shiloh Property and the 170 Shiloh Property.

9 449. Rankin means, collectively, Riley Carr Rankin, as trustee of the Riley Carr Rankin  
10 Revocable Living Trust dated June 4, 2008, as to an undivided 54.546% interest; and Robert W.  
11 Oliver, as trustee of the Robert W. Oliver, DDS PST, as to an undivided 45.454% interest.

12 450. Rankin Trust means, collectively, Riley Carr Rankin, as trustee of the Riley Carr  
13 Rankin Revocable Living Trust Dated June 4, 2008, as to an undivided 82.282% interest; and  
14 Pamela C. Rankin, as trustee of the Pamela C. Rankin Trust, utd 1/8/97, as to an undivided 17.718%  
15 interest.

16 451. Rankin/4407 Petaluma Secured Claim means the Secured Claim held by Rankin in  
17 the approximate amount of \$275,000 and secured by a lien encumbering the 4407 Petaluma  
18 Property.

19 452. Rankin Trust/15883-27<sup>th</sup> Secured Claim means the Secured Claim held by Rankin  
20 Trust in the approximate amount of \$130,000 and secured by a lien encumbering the 15883-27<sup>th</sup>  
21 Property.

22 453. Release Option shall have the meaning ascribed to it in Section 5.2 of the Plan.

23 454. Release Price means the release price designated by the Plan with respect to a  
24 particular property of the Creditors' Trust as of the Effective Date.

25 455. Reorganized Debtors means the Debtors at all times on or after the Effective Date.

26 456. Robert Oliver means Robert W. Oliver, a married man, as his sole and separate  
27 property.

28 457. Rubin means Jean Michal Rubin, a single woman.

458. Rubin/3548 Brooks Secured Claim means the Secured Claim held by Rubin in the  
approximate amount of \$50,000 and secured by a lien encumbering the 3548 Brooks Property.

459. Sage Creek Alpha Property means that certain real property and improvements  
located at the Sage Creek Ranch, Napa, California 94574, Napa County assessor's parcel no. 032-  
460-007.

460. Sage Creek Beta Property means that certain real property and improvements located  
at Sage Creek Beta Ranch, Napa, California 94574, Napa County assessor's parcel nos. 032-460-009  
and 032-460-011.

1 461. Sage Creek Properties means, collectively, Sage Creek Alpha Property and Sage  
Creek Beta Property.

2 462. Savings Mendocino means Savings Bank of Mendocino County.

3 463. Savings Mendocino/3422 Santa Rosa Secured Claim means the Secured Claim held  
4 by Savings Mendocino in the approximate amount of \$2,000,000 and secured by a lien encumbering  
5 the 3422 Santa Rosa Property.

6 464. Schedule 6.2.1 means the schedule, if any, to be filed and served pursuant to the  
provisions of Section 6.2.1 of the Plan.

7 465. Schedules means the schedules of assets and liabilities and the statement of financial  
8 affairs filed by the Debtors in the Chapter 11 Case, as required by the provisions of Section 521 of  
9 the Bankruptcy Code and Bankruptcy Rule 1007, and all amendments or modifications filed with  
respect thereto.

10 466. Secured Claim means a Claim against the Debtors secured by a valid, perfected and  
11 enforceable lien that is not subject to avoidance under bankruptcy or non-bankruptcy law, equal to  
12 the lesser of: (a) the Allowed amount of such Claim; or (b) the value, as determined by the  
13 Bankruptcy Court pursuant to Sections 506(a) and 1129(b) of the Bankruptcy Code and Bankruptcy  
Rule 3012, of: (i) the interest of the holder of such Claim in the property of the Debtors securing  
such Claim, or (ii) the amount subject to setoff under Section 553 of the Bankruptcy Code.

14 467. Secured Creditor means the holder of a Secured Claim.

15 468. Selling Period means the time period for sale jointly designated by the Committee  
16 and the Debtors with respect to a particular property of the Creditors' Trust as of the Effective Date.

17 469. Smith-Johnson means Jeffrey K. Smith, as trustee of the Residual Trust for the Estate  
18 of Clyde P. Smith, as to an undivided 17.371% interest; Alan S. Johnson, as trustee for the Alan S.  
19 Johnson DDS, PC Employees Pension and Profit Sharing Plan, as to an undivided 15.924% interest;  
20 Michael K. Feeney, as trustee of the Michael K. Feeney Living Trust dated March 21, 1997, as to an  
undivided 12.160% interest; James Mervyn Daw and Linda Kathleen Daw, as trustees of the James  
21 Mervyn Daw and Linda Kathleen Daw Trust dated August 2, 2000, as to an undivided 11.581%  
interest; Gregory A. Johnson, a unmarried man, as to an undivided 11.581% interest; Clarence  
22 Arneson and Joy Arneson, Trustee's U.D.T., dated October 10, 1989, as to an undivided 9.380%  
interest; Thomas F. Combs and Sandra L. Combs, Trustees of the Thomas F. Combs and Sandra L.  
23 Combs Revocable Trust Agreement, as to an undivided 8.107% interest; Feeney Russian River  
Ranches Limited Partnership, as to an undivided 5.211% interest; Riley Carr Rankin, as trustee of  
24 the Riley Carr Rankin Revocable Living Trust Dated June 4, 2008, as to an undivided 2.895%  
interest; Jeffrey Smith and Maureen Geoghegan, as trustees for the Clyde P. Smith Retirement Plan  
Trust, as to an undivided 2.895% interest; and Jeffrey Smith, as trustee for the Central Avenue Trust  
25 for Grandchildren, as to an undivided 2.895% interest.

26 470. Smith-Johnson/Sage Creek Beta Secured Claim means the Secured Claim held by  
27 Smith-Johnson in the approximate amount of \$1,727,000 and secured by a lien encumbering the  
Sage Creek Beta Property.

28 471. SSUAF means the Sonoma State University Academic Foundation, Inc.

1 472. SSUAF/Arata Lane Secured Claim means the Secured Claim held by SSUAF in the  
approximate amount of \$1,250,000 and secured by a lien encumbering the Arata Lane Property.

2 473. Sterling Bank means Sterling Savings Bank.

3 474. Sterling/1207 College Secured Claim means the Secured Claim held by Sterling Bank  
4 in the approximate amount of \$179,000 and secured by a lien encumbering the 1207 College  
5 Property.

6 475. Sterling/403 Chinn Secured Claim means the Secured Claim held by Chase in the  
approximate amount of \$202,000 and secured by a lien encumbering the 403 Chinn Property.

7 476. Sterling/542 College Secured Claim means the Secured Claim held by Sterling Bank  
8 in the approximate amount of \$229,000 and secured by a lien encumbering the 542 College  
9 Property.

10 477. Sterling/840 Third Secured Claim means the Secured Claim held by Sterling Bank in  
the approximate amount of \$229,000 and secured by a lien encumbering the 840 Third Property.

11 478. Sterling/849 Fifth Secured Claim means the Secured Claim held by Sterling Bank in  
12 the approximate amount of \$179,000 and secured by a lien encumbering the 849 Fifth Property.

13 479. Sterling/7151 Bodega Secured Claim means the Secured Claim held by Sterling Bank  
14 in the approximate amount of \$682,000 and secured by a lien encumbering the 7151 Bodega  
15 Property.

16 480. Sterling/801 Benton Secured Claim means the Secured Claim held by Sterling Bank  
in the approximate amount of \$229,000 and secured by a lien encumbering the 801 Benton Property.

17 481. Stony Point Alpha Property means that certain real property (approximately 42.8  
18 acres) and improvements located at 4088 Stony Point Road, Santa Rosa, California 95407, Sonoma  
County assessor's parcel no. 046-031-011.

19 482. Stony Point Beta Property means that certain real property (approximately 18.7 acres)  
20 and improvements located adjacent to the Stony Point Alpha Property, Sonoma County assessor's  
parcel no. 046-031-013.

21 483. Stony Point Gamma Property means that certain real property (approximately 29.2  
22 acres) and improvements located adjacent to the Stony Point Alpha Property, Sonoma County  
assessor's parcel no. 046-031-014.

23 484. Summit/3771 Lakeville Secured Claim means the Secured Claim held by Summit  
24 Bank in the approximate amount of \$3,185,000 and secured by a lien encumbering the 3771  
Lakeville Property.

25 485. Summit/8262 Peninsula Secured Claim means the Secured Claim held by Summit  
26 Bank in the approximate amount of \$533,000 and secured by a first-priority lien encumbering the  
27 8262 Peninsula Property.

28 486. Summit Bank means Summit State Bank.

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487. Transfer Assets shall have the meaning ascribed to it in Section 7.3 of the Plan.

488. Transfer Option shall have the meaning ascribed to it in Section 5.3 of the Plan, subject to modifying terms with respect to particular Allowed Claims as set forth in the designated treatment of certain Subclasses.

489. Transfer Price means the price jointly designated by the Committee and the Debtors for the transfer of Transfer Assets to the Creditors' Trust as of the Effective Date pursuant to Section 7.3 of the Plan.

490. Triggering Distribution shall have the meaning ascribed to it in Section 7.15 of the Plan.

491. Trustee means the Trustee of the Creditors' Trust, appointed pursuant to Section 7.2 of the Plan.

492. Unsecured Claim means any Claim that is not a Secured Claim or Priority Claim.

493. USBank means U.S. Bank, N.A.

494. USBank/947 Yuba Secured Claim means the Secured Claim held by USBank, as successor in interest to Countrywide Bank, in the approximate amount of \$846,000 and secured by a lien encumbering the 947 Yuba Property.

495. USBank/9515 Graton Secured Claim means the Secured Claim held by USBank, as serviced by BAC, in the approximate amount of \$1,000,000 and secured by a lien encumbering the 9515 Graton Property.

496. Viviani Trust means Roland L. Viviani and Peggy Viviani, as trustees of the Viviani Living Trust.

497. Viviani Trust/19297 East Highway Secured Claim means the Secured Claim held by Viviani Trust, as serviced by NoteWorld, in the approximate amount of \$420,000 and secured by a lien encumbering the 19297 East Highway Property.

498. Walraven Trust means, collectively, Delores A. Blackman and Rosemary L. Reeves, as successor trustees of the Walraven 1997 Revocable Living Trust dated April 3, 1997.

499. Walraven Trust/2420 San Miguel Secured Claim means the Secured Claim held by Walraven Trust in the approximate amount of \$78,000 and secured by a lien encumbering the 2420 San Miguel Property.

500. Westamerica Bank means Westamerica Bank.

501. Westamerica/1064 Santa Rosa Secured Claim means the Secured Claim held by Westamerica Bank in the approximate amount of \$852,000 and secured by a lien encumbering the 1064 Santa Rosa Property.

502. Westamerica/411-E Secured Claim means the Secured Claim held by Westamerica Bank in the approximate amount of \$912,000 and secured by a lien encumbering the 411-E Property.

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503. Westamerica/629 Fourth Secured Claim means the Secured Claim held by Westamerica Bank in the approximate amount of \$298,000 and secured by a lien encumbering the 629 Fourth Property.

504. Westamerica/858 Fourth Secured Claim means the Secured Claim held by Westamerica Bank in the approximate amount of \$377,000 and secured by a lien encumbering the 858 Fourth Property.

505. WFB means Wells Fargo Bank, National Association.

506. WFB/3130 Piner Secured Claim means the Secured Claim held by WFB in the approximate amount of \$1,159,816 and secured by a lien encumbering the 3130 Piner Property.

507. WFB/3222 Piner Secured Claim means the Secured Claim held by WFB in the approximate amount of \$309,000 and secured by a lien encumbering the 3222 Piner Property.

508. WFB/9810 Berry Secured Claim means the Secured Claim held by WFB in the amount of \$26,000 and secured by a lien encumbering the 9810 Berry Property.

509. WFB/9850 Berry Secured Claim means the Secured Claim held by WFB in the amount of \$29,000 and secured by a lien encumbering the 9850 Berry Property.

510. WFB/9870 Berry Secured Claim means the Secured Claim held by WFB in the amount of \$28,000 and secured by a lien encumbering the 9870 Berry Property.

511. WFB/Piner Loans Term Sheet means the *Terms For Treatment Of WFB/Piner Secured Claims*, attached to the Plan as Exhibit “B.”

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**EXHIBIT "B"**

**TERMS FOR TREATMENT OF WFB/PINER SECURED CLAIMS**

The WFB/3130 Piner Secured Claim and the WFB/3222 Piner Secured Claim will be restructured as set out in this WFB/Piner Loans Term Sheet.

A. Defined Terms. In addition to the terms otherwise defined in this Plan, in this WFB/Piner Loans Term Sheet, the following terms have the meanings specified below:

1. 3130 Piner Deed of Trust means the Deed of Trust that is one of the 3130 Piner Loan Documents and that was made by the WFB/Piner Borrower in favor of WFB and encumbers the 3130 Piner Property to secure the 3130 Piner Loan.

2. 3130 Piner Deed of Trust Modification means a Modification of Deed of Trust to be entered into by WFB, the WFB/Piner Borrower, and the Creditor's Trust (as the successor owner of the 3130 Piner Property, but not as to any personal liability) with respect to the 3130 Piner Deed of Trust.

3. 3130 Piner Loan means the loan made by WFB to the WFB Piner Borrower that comprises the WFB/3130 Piner Secured Claim.

4. 3130 Piner Loan Documents means the existing loan documents between WFB and the WFB/Piner Borrower or by the WFB/Piner Borrower in favor of WFB evidencing, governing, or securing the WFB/3130 Piner Secured Claim.

5. 3222 Piner Deed of Trust means the Deed of Trust that is one of the 3222 Piner Loan Documents and that was made by the WFB/Piner Borrower in favor of WFB and encumbers the 3222 Piner Property to secure the 3222 Piner Loan that comprises the WFB/3130 Piner Secured Claim.

6. 3222 Piner Deed of Trust Modification means a Modification of Deed of Trust to be entered into by WFB, the WFB/Piner Borrower, and the Creditor's Trust (as the successor owner of the 3222 Piner Property, but not as to any personal liability) with respect to the 3222 Piner Deed of Trust.

7. 3222 Piner Loan means the loan made by WFB to the WFB Piner Borrower that comprises the WFB/3222 Piner Secured Claim.

8. 3222 Piner Loan Documents means the existing loan documents between WFB and the WFB/Piner Borrower or by the WFB/Piner Borrower in favor of WFB evidencing, governing, or securing the WFB/3222 Piner Secured Claim.

9. Balletto Forbearance Agreement means that certain Forbearance Agreement and General Releases dated as of February 5, 2010, between WFB and the Balletto Guarantors, as guarantors, with respect to the 3130 Piner Loan and the 3222 Piner Loan.

10. Balletto Guarantors means, together, John G. Balletto and Teresa M. Balletto, as individuals.

11. Balletto Trust means John G. Balletto and Teresa M. Balletto, as Trustees of

1 the Balletto 2000 Family Trust U/TA dated January 31, 2001.

2 12. Cinque Option means the option granted Cinque by the Debtors to purchase  
3 the 3130 Piner Property and the 3222 Piner Property.

4 13. Cinque Option Expiry means the current expiry date of the Cinque Option.

5 14. Loan Modification Agreement means a Loan Modification Agreement to be  
6 entered into by WFB, the WFB/Piner Borrower, and the Balletto Guarantors, and to be consented to  
7 by the Creditor's Trust, with respect to the 3130 Piner Loan, the 3130 Piner Loan Documents, the  
8 3222 Piner Loan, the 3222 Piner Loan Documents, and the Balletto Forbearance Agreement.

9 15. WFB/Piner Borrower means, collectively, the Debtor and the Balletto Trust.

10 B. Overview and General Provisions.

11 1. Overview. The 3130 Piner Loan Documents and the 3222 Piner Loan  
12 Documents will be modified, effective as of the Effective Date (even if the same do not become  
13 effective according to their terms until after the Effective Date) pursuant to (i) the Loan Modification  
14 Agreement; (ii) the 3130 Piner Deed of Trust Modification; and (iii) the 3222 Piner Deed of Trust  
15 Modification. Pursuant to the foregoing, (i) the respective maturity dates of the 3130 Piner Loan and  
16 the 3222 Piner Loan will be extended; (ii) the interest rates thereon will be modified; (iii) the  
17 existing defaults thereunder on account of the presence of the junior lien encumbering the 3130  
18 Piner Property held by Polley will be waived; (iv) certain attorneys' fees and costs that are due will  
19 be waived, and the balance of the attorneys' fees and costs and transaction expenses will be  
20 capitalized into the principal balances of the loans on a *pro rata* basis; (v) the 3130 Piner Loan  
21 Documents and the 3222 Piner Loan Documents, and the obligations thereunder and the grants of  
22 liens and security interests thereby, will be reaffirmed (without, however, imposing or continuing  
any post-Effective Date personal liability on or of the Debtors in respect thereof in contravention of  
the discharge granted the Debtors by the Plan, or imposing any post-Effective Date personal liability  
on the Creditors' Trust or the Trustee in respect thereof); (vi) the guaranties of the Balletto  
Guarantors of the 3130 Piner Loan and the 3222 Piner Loan will be reaffirmed; (vii) the WFB/Piner  
Borrowers and the Balletto Guarantors will release all claims (including unknown and unanticipated  
claims) against WFB (other than claims that arise after the Effective Date or under the Loan  
Modification Agreement); and (viii) the Balletto Forbearance Agreement will be terminated, all as  
more particularly set forth herein. The foregoing loan modification documentation will be customary  
in form and substance for that used to modify real estate secured commercial loans made by national  
banks, is to be detailed and comprehensive, and must be acceptable to WFB in its sole discretion.

23 2. Jurisdiction of Court. The Court will have jurisdiction, in addition to that  
24 otherwise provided by the Plan, (i) to determine attorneys' fees and cost due under the 3130 Piner  
25 Loan Documents and the 3222 Piner Loan Documents as of the Effective Date; and (ii) to resolve  
26 any disputes that may arise between WFB and the WFB/Piner Borrower with respect to the terms  
27 and form of the Loan Modification Agreement, the 3130 Piner Deed of Trust Modification, and the  
28 3222 Piner Deed of Trust Modification (it being understood that the final documentation of the loan  
modifications contemplated hereby cannot be accomplished prior to the time the Debtors and the  
Creditors' Trust wish the Plan to become effective and so that documentation will necessarily follow  
the Effective Date).

1 3. Agreement and Submission of Balletto Trust and Balletto Guarantors to  
2 Jurisdiction of Court. By their signatures hereto below, the Balletto Trust and the Balletto  
3 Guarantors (i) agree to the loan modifications contemplated hereby; and (ii) consent to the  
4 jurisdiction of the Court for the resolution of all matters related thereto as set forth herein.

5 C. Specific Loan Modification Terms.

6 1. Maturity Date Extensions. The present respective maturity dates of the 3130  
7 Piner Loan and the 3222 Piner Loan will be extended to the date that is 180 days after the Cinque  
8 Option Expiry. For purposes of the Class B Protocols for the WFB/3130 Piner Secured Claim and  
9 the WFB/3222 Piner Secured Claim, the Selling Period shall be the period that begins on the  
10 Effective Date and ends on those extended maturity dates.

11 2. Payments. All principal, interest, swap, and other payments (whether to WFB  
12 or third parties) that become due on a going-forward basis pursuant to the 3130 Piner Loan  
13 Documents and the 3222 Piner Loan Documents, as modified by the Loan Modification Agreement,  
14 will continue to be due and payable as and when the same so become due and payable thereunder (as  
15 to regular installments of principal and interest, this is annually). For the avoidance of doubt, this  
16 includes payments of real property taxes and property insurance premiums. The contractual  
17 obligation of Cinque to the Trustee pursuant to the Cinque Option to make all those payments, and  
18 the contractual obligation of the Balletto Trust to WFB pursuant, respectively, to the 3130 Piner  
19 Loan Documents and the 3222 Piner Loan Documents, as modified by the Loan Modification  
20 Agreement, will remain in effect. For the avoidance of doubt, (i) only the Debtors will be discharged  
21 pursuant to the Plan from their contractual obligation to WFB pursuant, respectively, to the 3130  
22 Piner Loan Documents and the 3222 Piner Loan Documents, to make those payments; and  
23 (ii) neither the Trustee nor the Creditors' Trust is undertaking or assuming any contractual obligation  
24 to WFB to make any of those payments (though the Trustee and Creditors' Trust may, in the  
25 Trustee's sole discretion, make any of those payments).

26 3. Waiver of Certain Attorneys' Fees and Capitalization of Balance Thereof. As  
27 of the Effective Date, WFB waives a total of \$40,464.32 of the attorneys' fees and costs that are or  
28 would otherwise be due under the 3130 Piner Loan Documents and the 3222 Piner Loan Documents.  
The balance of the attorneys' fees and costs and other lender's expenses that are or would otherwise  
be due under the 3130 Piner Loan Documents and the 3222 Piner Loan Documents as of the  
Effective Date and thereafter in connection with the documentation and implementation of the loan  
modification transaction contemplated hereby (including a reasonable estimate for post-closing  
attorneys' fees and costs, and including other lender's expenses, such as recording fees and the  
premiums for modification endorsements to the title policies for the 3130 Piner Deed of Trust and  
the 3222 Piner Deed of Trust, incurred by WFB in connection with the documentation and  
implementation of this transaction) will be capitalized as part of the respective principal balances of  
the 3130 Piner Loan and the 3222 Piner Loan on a *pro rata* basis based on the ratio that the present  
principal balances of each of those loans bears to the sum of those principal balances. Any disputes  
between WFB and the WFB/Piner Borrower or the Trustee as to the amount of attorneys' fees or  
costs or other lender's expenses so to be capitalized are to be resolved by the Court on noticed  
motion made by WFB.

4. Interest Rate Modifications. The interest rates on the 3130 Piner Loan and the  
3222 Piner Loan will be modified as follows: (i) until the respective existing maturity date of each of  
those loans, no change (*i.e.*, current applicable non-default rates will remain in effect with

1 adjustments thereto from time to time as provided under the respective 3130 Piner Loan Documents  
2 and the 3222 Piner Loan Documents); (ii) on the existing maturity date of each of those loans, as to  
3 that loan, and continuing until the Cinque Option Expiry, the otherwise applicable non-default  
4 interest rate will increase by 50 bps (basis points) (*i.e.*, the spread over the index will increase by  
5 0.5% from the currently-provided spread); and (iii) on the Cinque Option Expiry, the otherwise  
6 applicable non-default interest rate will increase by an additional 25 bps (*i.e.*, the spread over the  
7 index will increase by an additional 0.25% from the currently-provided spread to a total increase  
8 over the currently-provided spread of 0.75%). For purposes of the Class B Protocols for the  
9 WFB/3130 Piner Secured Claim and the WFB/3222 Piner Secured Claim, the Plan Interest Rate  
10 shall be as provided, respectively, in the 3130 Piner Loan Documents and the 3222 Piner Loan  
11 Documents, as modified.

12 5. Event of Default Waivers. The Events of Default that exist under the 3130  
13 Piner Loan Documents and the 3222 Piner Loan Documents as a result of (i) the recording of the  
14 junior deed of trust in favor of Polley on the 3130 Piner Property; (ii) the cross-default of the 3222  
15 Piner Loan on account of that Event of Default with respect to the 3130 Piner Loan; and (iii) the  
16 becoming by the Debtors of debtors in a case under the Bankruptcy Code will all be deemed waived  
17 as of the Effective Date. (Accordingly, for the avoidance of doubt, notwithstanding the Class B  
18 Protocols or anything else to the contrary in the Plan, the Trustee will not be required to pay, satisfy,  
19 or remove the junior deed of trust encumbering the 3130 Piner Property held by Polley). Further, the  
20 Events of Default that would exist under the 3130 Piner Loan Documents and the 3222 Piner Loan  
21 Documents by virtue of the transfer pursuant to the Plan of the interests of the Debtors in the 3130  
22 Piner Property and the 3222 Piner Property to the Creditors' Trust will be deemed waived as of the  
23 Effective Date.

24 6. Forbearance Agreement and Guarantee Matters. The Balletto Forbearance  
25 Agreement will be terminated as of the Effective Date. Accordingly, the quarterly payments  
26 currently required to be made to WFB by the Balletto Guarantors thereunder would cease and the  
27 payments to be made on account of the 3130 Piner Loan and the 3222 Piner Loan would be as  
28 provided in the 3130 Piner Loan Documents and the 3222 Piner Loan Documents, as modified  
(absent a subsequent default).

7. Procedures on Expiry of Cinque Option without Exercise.

29 (a) 3130 Piner Property. If the Cinque Option expires or is terminated  
30 without exercise on or prior to the Cinque Option Expiry, the Trustee shall thereafter either (i)  
31 surrender the 3130 Piner Property to Polley, the junior lienholder, in accordance with the terms of  
32 subpart (a) of the Class B Protocols; or (ii) make all payments required under the 3130 Piner Loan  
33 Documents, as modified, until sale, surrender, or maturity of the 3130 Piner Loan, as modified. If the  
34 3130 Piner Property is so surrendered to Polley, WFB will be entitled to foreclose upon the 3130  
35 Piner Property in accordance with the terms of subpart (a) of the Class B Protocols, as modified  
36 below, provided that in the event that neither WFB nor Polley has completed foreclosure within the  
37 time permitted thereunder, the 3130 Piner Property shall be transferred by quitclaim to Polley, and  
38 not to WFB.

(b) 3222 Piner Property. If the Cinque Option expires or is terminated  
without exercise on or prior to the Cinque Option Expiry, the Trustee shall thereafter either (i)  
surrender the 3222 Piner Property to WFB in accordance with the terms of subpart (a) of the Class B  
Protocols; or (ii) make all payments required under the 3222 Piner Loan Documents, as modified,

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until sale, surrender, or maturity of the 3222 Piner Loan, as modified. If the 3222 Piner Property is so surrendered to WFB, WFB will be entitled to foreclose upon the 3222 Piner Property in accordance with the terms of subpart (a) of the Class B Protocols, as modified below.

(c) Foreclosure Period. As to the 3130 Piner Secured Claim and the 3222 Piner Secured Claim, the 120-day foreclosure period provided by the Class B Protocols is replaced by the following: WFB shall initiate, prosecute, and complete its judicial or nonjudicial foreclosure rights promptly, diligently, and without undue delay, absent which, upon an order of the Court granting a motion brought by the Trustee demonstrating that WFB has failed to do so, the Trustee shall quitclaim, in the case of the 3130 Piner Property, to Polley the 3130 Piner Property, or, in the case of the 3222 Piner Property, to WFB the 3222 Piner Property, pursuant to the terms of subpart (a) of the Class B Protocols.

8. Effect of Exercise of Cinque Option. Nothing in the loan modification contemplated hereby is to be construed to waive or avoid the due on sale provisions of the 3130 Piner Loan Documents or the 3222 Piner Loan Documents that would otherwise give WFB the right to require immediate payment of the 3130 Piner Loan and the 3222 Piner Loan on the transfer of the 3130 Piner Property or the 3222 Piner Property to Cinque pursuant to its exercise of the Cinque Option. Cinque and WFB will remain free to negotiate the terms and conditions on which, if at all, WFB may permit Cinque to exercise the Cinque Option and assume the 3130 Piner Loan and the 3222 Piner Loan.

9. Default Matters. Nothing in the Plan to the contrary withstanding, if there is a subsequent default under the 3130 Piner Loan Documents or the 3222 Piner Loan Documents, as modified, WFB will be free to exercise the rights and remedies it otherwise has or may have under the 3130 Piner Loan Documents or the 3222 Piner Loan Documents, as modified, and under applicable nonbankruptcy law.

[Balletto Trust/Balletto Guarantors Signatures on Following Page]

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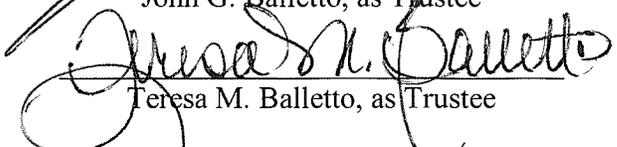
The Balletto Trust and the Balletto Guarantors hereby agree and consent to the foregoing.

THE BALLETTTO TRUST:

JOHN G. BALLETTTO and TERESA M. BALLETTTO, as Trustees of the Balletto 2000 Family Trust U/TA dated January 31, 2001

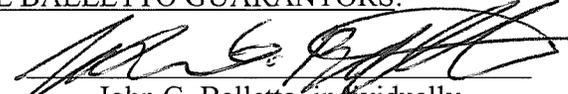


John G. Balletto, as Trustee

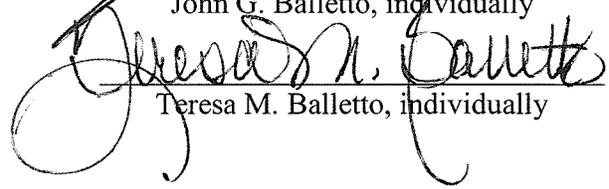


Teresa M. Balletto, as Trustee

THE BALLETTTO GUARANTORS:



John G. Balletto, individually



Teresa M. Balletto, individually