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5 Attorneys for Debtor

Judge:  
Hearing Location:

Brian D. Lynch  
Chapter 11  
Tacoma

7 UNITED STATES BANKRUPTCY COURT  
8 WESTERN DISTRICT OF WASHINGTON

9  
10 In Re

11 GRAHAM SLAM, LLC,  
12 Debtor.

Case No. 11-48268-BDL

SECOND AMENDED PLAN OF  
REORGANIZATION

13 Graham Slam, LLC, the Debtor, proposes the following Plan of Reorganization  
14 pursuant to Subchapter II of Chapter 11 of the Bankruptcy Code.

15 **ARTICLE I. DISCLOSURE STATEMENT**

16 1. The Debtor has filed a Disclosure Statement under 11 U.S.C. § 1125 and  
17 Bankruptcy Rule 3016(c). The Bankruptcy Court has approved the Disclosure Statement  
18 prior to submission of this Plan to creditors and equity interest holders. The Disclosure  
19 Statement provides useful information to aid creditors and equity interest holders in voting  
20 on the Plan. You are urged to read the Disclosure Statement with care in evaluating the  
21 impact of this Plan upon your claims or equity interests.

22 **ARTICLE II. DEFINITIONS**

23 2. Any term used in the Plan not defined below shall have the meaning ascribed  
24 to it in the Bankruptcy Code. When used in this Plan, the following terms have the meanings  
25 specified below, unless the context otherwise requires:  
26

SECOND AMENDED PLAN OF REORGANIZATION - 1

Dated July 6, 2012

PDX/124150/183655/RGB/8744514.5

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1           2.1.    ALLOWED CLAIM: Any claim in the amount and of the priority  
2 classification set forth in the proof of such claim that has been filed timely in the  
3 Reorganization Case, or in the absence of such proof, as set forth in the Debtor's schedules of  
4 liabilities in the Reorganization Case, unless: (i) such claim has been listed in such schedules  
5 as disputed, contingent, or unliquidated, in which case such claim shall be allowed only in  
6 such amount and such classification as is authorized by Final Order of the Bankruptcy Court;  
7 (ii) such claim has been objected to or is objected to after Confirmation, in which case such  
8 claim shall be allowed only in such amount and such classification as is authorized by Final  
9 Order of the Bankruptcy Court; or (iii) such claim has been paid in full, withdrawn, or  
10 otherwise deemed satisfied in full.

11           2.2.    ALLOWED SECURED CLAIM: An Allowed Claim that is a secured claim  
12 against the Debtor determined in accordance with § 506(a)-(d) of the Bankruptcy Code or as  
13 otherwise specified in this Plan.

14           2.3.    AS SOON AS PRACTICABLE: Unless extended by Court order, within  
15 thirty days following the occurrence of a triggering event.

16           2.4.    ASSUMED OBLIGATIONS: collectively, (a) all payment and performance  
17 obligations of the Debtor under executory contracts, leases, and other obligations assumed by  
18 the Debtor pursuant to this Plan; and (b) the Debtor's governmental and entitlement rights  
19 and obligations vis-à-vis Pierce County, Washington and other local governmental entities  
20 with respect to zoning and completion of infrastructure at the Project, all as identified on the  
21 Contract Assumption Schedule and to the extent the foregoing are assumed by the  
22 Reorganized Debtor in accordance with ¶ 8.1.2 of this Plan.

23           2.5.    BANKRUPTCY CODE or CODE: The Bankruptcy Code enacted November  
24 6, 1978, as set forth in Title 11 of the United States Code, and as amended thereafter.

25           2.6.    BANKRUPTCY COURT or COURT: The United States Bankruptcy Court  
26 for the Western District of Washington, at Seattle, before which the Reorganization Case is

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1 pending, or if that Court ceases to exercise jurisdiction over the Bankruptcy Case, the Court  
2 that does exercise jurisdiction.

3 2.7. CLASS: A class of claims or equity security interests as defined in ARTICLE  
4 III of this Plan.

5 2.8. CLOSING ORDER: The order of the Bankruptcy Court closing the  
6 Reorganization Case pursuant to § 350 of the Bankruptcy Code.

7 2.9. CLOSING DATE: The date upon which the Bankruptcy Court enters the  
8 Closing Order.

9 2.10. CONFIRMATION: The entry of the Order of Confirmation by the  
10 Bankruptcy Court.

11 2.11. CONFIRMATION DATE: The date upon which the Bankruptcy Court enters  
12 the Order of Confirmation.

13 2.12. CONTRACT ASSUMPTION SCHEDULE: Schedule 2.12 to the Plan, which  
14 shall be filed with prior to the hearing on the approval of the Disclosure Statement and which  
15 shall identify all executory contracts, unexpired leases, and other Assumed Obligations to be  
16 assumed by the Reorganized Debtors pursuant to sections 365(a) and 1123 of the Bankruptcy  
17 Code.

18 2.13. DEBTOR: Graham Slam, LLC.

19 2.14. DEBTOR IN POSSESSION: The Debtor, when exercising its rights, powers,  
20 and duties under § 1107(a) of the Bankruptcy Code in the Reorganization Case.

21 2.15. DISBURSING AGENT: The Debtor or such successor person or entity set  
22 forth in an order of the Bankruptcy Court to serve as disbursing agent with respect to the  
23 distributions to Unsecured Creditors.

24 2.16. DISPUTED CLAIM: A filed or scheduled claim of an alleged creditor as to  
25 which an objection has been filed by a party in interest.

26

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1 2.17. EFFECTIVE DATE: Fourteen days after Confirmation unless the effect of  
2 the Confirmation Order is stayed pursuant to the provisions of Bankruptcy Rule 8005.

3 2.18. ESTATE: The Estate created pursuant to § 541 of the Bankruptcy Code.

4 2.19. EXCESS PROPERTY: The unfinished portion of the Debtor's property in  
5 Pierce County Tax Parcels 0418107024, 0418107009, or 0418107023.

6 2.20. FINAL ORDER: An order or judgment of the Court as to which the time for  
7 appeal has expired without notice of appeal having been filed or as to which any appeal  
8 therefrom has been resolved.

9 2.21. FINISHED LOTS: Lots 2, 3, and 14.

10 2.22. GARRISON: Garrison Commercial Funding VII, LLC.

11 2.23. LOT 1: Lot 1.

12 2.24. NET PROCEEDS: The gross proceeds from any sale of a portion of the  
13 Reorganized Debtor's property less (a) any unpaid Class 2b Allowed Secured Claims, (b) all  
14 usual and customary closing costs, including, but not limited to escrow fees and title  
15 insurance premiums, (c) all reasonable real estate commissions related to the sale, (d) all  
16 income taxes, if any, to be incurred in connection with any sale, and (e) all United States  
17 Trustee's fees to be incurred in connection with the disbursements required to be made in  
18 connection with the sale.

19 2.25. ORDER OF CONFIRMATION: The order of the Bankruptcy Court  
20 confirming the Plan pursuant to § 1129 of the Bankruptcy Code.

21 2.26. PETITION DATE: October 20, 2011.

22 2.27. PLAN: This Plan of Reorganization in its present form or as it may be  
23 amended or modified from time to time pursuant to order of the Bankruptcy Court.

24 2.28. PLAN INTEREST RATE: The rate of interest with respect to a particular  
25 class as set forth in the Plan or as fixed by the Court pursuant to the provisions of ¶ 7.9  
26 below.

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1           2.29. POST CONFIRMATION EXPENSES: All fees and expenses of Professional  
2 Persons allowed by the Court which are incurred after the Effective Date, all the Debtor's  
3 and Reorganized Debtor's expenses, including the expenses of those persons necessary to  
4 carry out the duties of the Reorganized Debtor under the Plan, and any income taxes related  
5 to the sale of any property under the Plan.

6           2.30. PROFESSIONAL PERSONS: Persons, including a trustee (if one is  
7 appointed), retained or to be compensated pursuant to §§ 326, 327, 328, 330 and/or 1103 of  
8 the Bankruptcy Code.

9           2.31. REJECTION CLAIMS: Any Claims against the Debtor arising from the  
10 rejection of an executory contract or unexpired lease pursuant to the Plan or otherwise,  
11 including any Claims of lessors for damages resulting from the rejection of a lease of  
12 nonresidential real property calculated in accordance with section 502(b)(6) of the  
13 Bankruptcy Code. All Rejection Claims shall constitute Class 3 Claims for purposes of this  
14 Plan.

15           2.32. REORGANIZATION CASE: The Chapter 11 case pending before the  
16 Bankruptcy Court commenced by the Debtor, designated Case No. 11-48268.

17           2.33. REORGANIZED DEBTOR: As provided by § 1141(d) of the Bankruptcy  
18 Code, the Debtor following the Effective Date.

19           2.34. UNCLASSIFIED CLAIM: An Allowed Claim described in § 507(a)(1), (2)  
20 or (8) of the Bankruptcy Code and any fees payable pursuant to 28 U.S.C. § 1930.

21           2.35. UNFINISHED LOTS: Lots 4 through 11, and Lots 12 and 13.

22           2.36. UNSECURED CLAIM: An Allowed Claim that is not an Allowed Secured  
23 Claim.

### 24           **ARTICLE III. CLASSIFICATION OF CLAIMS AND INTERESTS**

25           3. All claims, as defined in § 101(5) of the Bankruptcy Code, against the Debtor  
26 and all interests of the Debtor, as defined in §§ 101(16) and (17) of the Bankruptcy Code, are

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1 classified as set forth herein. A claim is in a particular Class or is Unclassified only to the  
2 extent it qualifies within the definition of such Class or as Unclassified and is in a different  
3 Class or is Unclassified to the extent it qualifies within the definition of such different Class  
4 or as Unclassified.

5 3.1. Priority Claims:

6 3.1.1. Class 1: All Allowed Claims against the Debtor entitled to priority pursuant  
7 to §§ 507(a)(3), (4) & (5) of the Bankruptcy Code. There are no members of Class 1.

8 3.2. Secured Claims:

9 3.2.1. Class 2a: The Allowed Secured Claim of Garrison.

10 3.2.2. Class 2b: The Allowed Secured Claim of the Pierce County Treasurer.

11 3.2.3. Class 2c: The Allowed Secured Claim of any other creditor holding a claim  
12 secured by assets of the estate, each of which are separately classified in their own distinct  
13 sub-classes Class 2c-1 through 2c-n, notwithstanding the foregoing, Supermarket  
14 Development Corporation shall not be treated as a holder of a Class 2c Allowed Secured  
15 Claim under this Plan.

16 3.3. Unsecured Claims:

17 3.3.1. Class 3: All Allowed Claims against the Debtor, however arising, not entitled  
18 to priority and not otherwise included in any other Class hereof, including, without  
19 limitation, claims based upon the rejection of executory contracts or unexpired leases.

20 3.4. Interests:

21 3.4.1. Class 4: All Allowed Interests of the Debtor's Members.

22 **ARTICLE IV. CLAIMS AND INTERESTS NOT IMPAIRED BY THE PLAN**

23 4. The Allowed Claims of Class 1 are not impaired under this Plan. The Allowed  
24 Claims of all other Classes are or may be impaired under the Plan.

25 **ARTICLE V. PROVISIONS FOR SATISFYING CLAIMS AND SPECIFYING**  
26 **TREATMENT OF EACH CLASS UNDER THE PLAN**

SECOND AMENDED PLAN OF REORGANIZATION - 6

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1           5.       The treatment of all Allowed Claims and Allowed Equity Security Interests  
2 are specified as follows:

3           5.1.    Unclassified Claims: Unclassified Claims will be paid as follows:

4           5.1.1. Administrative Expense Claims. All holders of an Unclassified Claim entitled  
5 to priority pursuant to §507(a)(1) of the Code shall receive on the later of (a) the Effective  
6 Date or (b) the date upon which an order of the Court allowing such claim becomes a Final  
7 Order, cash in the amount of such Allowed Claim unless the holder of such Unclassified  
8 Claim agrees to different treatment, provided that fees and costs of Professional Persons shall  
9 be subject to the approval of the Bankruptcy Court.

10          5.1.2. U.S. Trustee Fees. All quarterly fees due to the United States Trustee  
11 pursuant to 28 U.S.C. § 1930(a)(6) will be paid in full on or before the Effective Date, as  
12 required by 11 U.S.C. § 1129(a)(12).

13          5.1.3. Source of Payments. The payments required under the provisions of ¶ 5.1.1  
14 and ¶ 5.1.2 above shall be made by the Reorganized Debtor from any available funds.

15          5.2.    Priority Claims:

16          5.2.1. Class 1: Class 1 claims are not impaired under this Plan. Each holder of a  
17 Class 1 Allowed Claim shall be paid the entire amount of such holder's Allowed Claim by  
18 the Reorganized Debtor on the later of (a) the Effective Date or (b) the date upon which an  
19 order of the Court allowing such claim becomes a Final Order. There shall be credited  
20 against any Class 1 Allowed Claim any Post Petition Date payments made to the holder of  
21 such Class 1 Allowed Claim.

22          5.2.2. Source of Payments. The payments required under the provisions of ¶ 5.2.1  
23 above shall be made by the Reorganized Debtor from any available funds.

24          5.3.    Secured Claims:

25          5.3.1. Class 2a (Garrison): The Class 2a Allowed Secured Claim is impaired under  
26 this Plan. Unless the Debtor and the holder of the Class 2a Secured Claim otherwise agree to

SECOND AMENDED PLAN OF REORGANIZATION - 7

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1 alternative treatment of the claim, the holder of the Class 2a Allowed Secured Claim shall be  
2 paid and satisfied in accordance with the provisions of ¶ 5.3.1.1 through ¶ 5.3.1.7.

3           5.3.1.1. Allowance and Treatment. The holder of the Class 2a Allowed  
4 Secured Claim shall (i) have an Allowed Secured Claim equal to the full amount of  
5 such holder's claim determined in accordance with the provisions of 11 U.S.C. § 502  
6 as of the Petition Date less the amounts paid to such holder during the pendency of  
7 the bankruptcy case.

8           5.3.1.2. Transfer of Finished Lots. The Finished Lots shall be transferred to  
9 the holder of the Class 2a Secured Claim on the Effective Date free and clear of any  
10 other secured or unsecured claim, encumbrance, lien, or obligation encumbering the  
11 Finished Lots, including but not limited to any claim for payment, contribution, or  
12 reimbursement of any kind made by Supermarket Development Corporation. The  
13 Notice filed by Supermarket Development filed on or around February 14, 2005,  
14 under Pierce County Auditor's Number 200502140838, as well as the Agreement  
15 Regarding Deferred Purchase Price, shall be forever extinguished and without further  
16 legal effect, and may not be asserted against any person or entity. Notwithstanding  
17 the foregoing, however, such transfer shall be subject to any Class 2b Allowed  
18 Secured Claim encumbering the Finished Lots, and subject to the obligations imposed  
19 upon owners of lots in the Graham Shopping Center pursuant to the terms of the  
20 Declaration recorded with respect to the creation of the Graham Shopping Center and  
21 the recording and subdivision of the entire property into parcels.

22           5.3.1.3. Retention of Lien on Lot 1. The holder of the Class 2a Allowed  
23 Secured Claim shall (a) retain the liens on Lot 1 securing the Class 2a Allowed  
24 Secured Claim; and (b) upon any sale of Lot 1, the holder of the Class 2a Allowed  
25 Secured Claim shall receive from the Reorganized Debtor on account of such claims  
26 50% of the balance of Net Proceeds from the sale of Lot 1, provided however, that if



1 the sale currently pending does not close under the current Purchase and Sale  
2 Agreement for whatever reason, Garrison shall have the right to accept or reject any  
3 future Purchase and Sale Agreement on Lot 1.

4 5.3.1.4. Sale Free and Clear. The Reorganized Debtor's sale of Lot 1,  
5 pursuant to the provisions of 11 U.S.C. § 1123(a)(5)(D), shall be free and clear of the  
6 claim of the holder of the Class 2a Allowed Secured Claim and the holder of the  
7 Class 2a Allowed Secured Claim shall receive one-half of the Net Proceeds from the  
8 closing of the sale of Lot 1.

9 5.3.1.5. Obligation to Indemnify. The holder of the Class 2a Allowed  
10 Secured Claim shall indemnify the Reorganized Debtor from any claims made by  
11 Supermarket Development Corporation pursuant to the Agreement Regarding  
12 Deferred Purchase Price that relates to Lot 14, which property is being transferred to  
13 such holder pursuant to the provisions of ¶ 5.3.1.2 above.

14 5.3.1.6. Release of all of the Claims and Liens. The holder of the Class 2a  
15 Allowed Secured Claim shall release the Reorganized Debtor from all other claims  
16 and its liens on all other property of the Debtor, the Estate, or the Reorganized  
17 Debtor.

18 5.3.1.7. Request to Confirm Pursuant to 11 U.S.C. § 1129(b). In the event  
19 the holder of the Class 2a Allowed Secured Claim votes against the Plan, in  
20 accordance with the provisions of 11 U.S.C. § 1129(b), the Debtor requests that the  
21 Court confirm the plan notwithstanding any rejection of the plan by the holder of the  
22 Class 2a Allowed Secured Claim.

23 5.3.2. Class 2b (Pierce County): The Class 2b Allowed Secured Claim is impaired  
24 under this Plan. Pierce County is the holder of the Class 2b Allowed Secured Claim. Unless  
25 the Debtor and Pierce County otherwise agree to alternative treatment of the claim, Pierce  
26

1 County shall be paid and satisfied in accordance with the provisions of ¶¶ 5.3.2.1, 5.3.2.2,  
2 and 5.3.2.3 below.

3           5.3.2.1. Treatment. Pierce County shall (a) retain the liens securing its  
4 secured real property tax claim whether the property subject to such liens is retained  
5 by the Reorganized Debtor or transferred to another entity, to the extent of the  
6 Allowed amount of such claims; and (b) to the extent such taxes are not paid in full  
7 pursuant to applicable nonbankruptcy law, Pierce County shall receive from the  
8 Reorganized Debtor or, with respect to the Finished Lots, from the holder of the Class  
9 2a Allowed Secured Claim, on account of such claims deferred cash payments  
10 totaling the Allowed amount of Pierce County's claim as of the Effective Date of the  
11 Plan. The deferred cash payments will be in the form of equal monthly payments that  
12 would fully amortize the Allowed Secured real property tax claims over a period of  
13 ten (10) years, plus a balloon payment paid in cash on or before the fifth anniversary  
14 of the Confirmation Date in the amount of the total unpaid balance. The payment  
15 schedule for each parcel is set forth in ¶ 5.3.2.2.

16           5.3.2.2. Payment Schedule. The monthly payments shall commence on the  
17 tenth day of the first full month following the Effective Date, in the following  
18 amounts:<sup>1</sup>

Tax Parcel No.	Mo Pmt (10yr)	Balloon Pmt
0418103032	\$559.97	\$25,733.57
0418103033	\$148.85	\$6,840.57
6026190010	\$406.48	\$18,679.95
6026190020	\$1,246.91	\$57,301.70
6026190040	\$155.03	\$7,124.54
6026190050	\$133.88	\$6,152.55
6026190060	\$149.43	\$6,867.14

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25 <sup>1</sup> The amounts in this table are based on a confirmation date in April and will be  
26 amended to provide an accurate calculation because confirmation will not occur until May,  
2012.

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Tax Parcel No.	Mo Pmt (10yr)	Balloon Pmt
6026190070	\$159.08	\$7,310.42
6026190080	\$140.15	\$6,440.72
6026190090	\$122.11	\$5,611.60
6026190100	\$129.60	\$5,955.93
6026190110	\$103.15	\$4,740.40
Totals	\$3,454.64	\$158,759.09

5.3.2.3. Miscellaneous Provisions Regarding the Class 2b Allowed Secured

Claim.

5.3.2.3.1. Ongoing Future Taxes. The Reorganized Debtor or, with respect to the Finished Lots, from the holder of the Class 2a Allowed Secured Claim, shall timely pay real property taxes that first come due in 2012 and thereafter.

5.3.2.3.2. Tax Default Provisions. The Reorganized Debtor's or, with respect to the Finished Lots, the holder of the Class 2a Allowed Secured Claim's failure to timely pay taxes that first come due in 2012 and thereafter on any specific parcel shall entitle Pierce County to collect all property taxes (prepetition and postpetition) on that parcel pursuant to applicable nonbankruptcy law. The Reorganized Debtor's or, with respect to the Finished Lots, the holder of the Class 2a Allowed Secured Claim's failure to make any deferred payment or balloon payment required by this section shall entitle Pierce County to collect any and all delinquent taxes pursuant to applicable nonbankruptcy law.

5.3.2.3.3. Class 2b Interest Rate. Pierce County shall be entitled to statutory interest on its claim pursuant to RCW 84.56.020 and 11 U.S.C. § 511(a).

1           5.3.2.4. Request to Confirm Pursuant to 11 U.S.C. § 1129(b). In the event  
2 the holder of the Class 2b Secured Claim votes against the Plan, in accordance with  
3 the provisions of 11 U.S.C. § 1129(b), the Debtor request that the Bankruptcy Court  
4 confirm the Plan notwithstanding such rejection.

5           5.3.3. Class 2c-1 through 2c-n. (Other Secured Claims): The Class 2c-1 through  
6 Class 2c-n claims are impaired under this Plan. Unless the Debtor and the holder of the  
7 Class 2c-n Secured Claim otherwise agree to alternative treatment of the claim, a holder of a  
8 Secured Claim within these classes shall retain all its liens on the assets revested in the  
9 Reorganized Debtor. As Soon as Practicable after Confirmation and prior to the Effective  
10 Date, or if such claim is not known as of Confirmation, As Soon as Practicable after the  
11 discovery of such Claim, the Reorganized Debtor shall elect to retain the assets subject to the  
12 lien of any such holder. In the event the Reorganized Debtor elects to retain the assets, then  
13 any claim shall be satisfied pursuant to the provisions of ¶ 5.3.3.1 below. In the event the  
14 Debtor does not retain the assets, then any claim shall be satisfied pursuant to the provisions  
15 of ¶ 5.3.3.2 below.

16           5.3.3.1. Treatment. Such holder shall retain all its liens encumbering the  
17 property retained by the Reorganized Debtor and the Reorganized Debtor shall pay  
18 the holder of such Secured Claim an amount equal to the amount necessary to fully  
19 amortize the amount of such holder's Secured Claim over a period of time five years  
20 from the date of Confirmation, with the first payment to commence 60 days following  
21 the later of (a) the Effective Date or (b) the date upon which an order of the Court  
22 allowing such holder's Secured Claim becomes a Final Order. Such claims shall bear  
23 simple interest at the rate of 4 % per annum.

24           5.3.3.2. Option to Abandon. The Reorganized Debtor shall abandon the  
25 collateral securing the claim to the holder of such claim.  
26

1           5.3.3.3. Request to Confirm Pursuant to 11 U.S.C. § 1129(b). In the event  
2 any holder of a Secured Claim included in a subclass of Class 2c votes against the  
3 Plan, in accordance with the provisions of 11 U.S.C. § 1129(b), the Debtor request  
4 that the Court confirm the plan notwithstanding any rejection of the plan by the  
5 holder of such Class 2c Secured Claim.

6           5.4. Unsecured Claims:

7           5.4.1. Class 3 (Unsecured Claims): The Class 3 Unsecured Claims are impaired  
8 under this Plan. On the sixth month anniversary of the Effective Date, the Reorganized  
9 Debtor shall make the first of 6 equal semi annual payments to the holders of Allowed Class  
10 3 Claims in an amount equal to sixteen and two thirds half percent (16.667%) of such  
11 holder's Allowed Claim, with a final payment to be made on the third anniversary of the  
12 Effective Date. Holders of Allowed Class 3 Claims shall receive no interest on their Allowed  
13 Claims.

14           5.5. Interests:

15           5.5.1. Class 4: (Members): The Class 4 Interests are impaired under this Plan. The  
16 holder of the Class 4 Interests shall retain their interests in the Reorganized Debtor, which  
17 shall be subject to the terms of the Plan and the Reorganized Debtor shall not make and  
18 distributions to any members during any period when the Reorganized Debtor is in default  
19 under the terms on the plan in making monthly distributions to the holders of allowed claims.

20           **ARTICLE VI. TREATMENT OF DISPUTED CLAIMS AND INTEREST**

21           6. Disputed Claims and Interests shall be treated in the manner set forth below.

22           6.1. Reservation of Disbursements. In calculating the cash to be distributed to  
23 Allowed Claims, all Disputed Claims will be treated as if they were Allowed Claims in the  
24 full amount thereof; provided, however, that the cash so allocated to Disputed Claims will  
25 not be distributed, but will be held in trust by the Reorganized Debtor for the benefit of the  
26 holders of Allowed Claims ultimately entitled thereto.

1           6.2.   Distributions. At such time as a Disputed Claim becomes an Allowed Claim,  
2 the Reorganized Debtor shall deliver to the holder of the Allowed Claim the cash allocable to  
3 such Allowed Claim.

4                           **ARTICLE VII. MEANS FOR EXECUTION OF THE PLAN**

5           7.     The Debtor, Debtor in Possession, and Reorganized Debtor shall perform or  
6 shall have performed all acts required of it.

7           7.1.   Revesting of Assets. Except as provided in this Plan, in accordance with 11  
8 U.S.C. § 1141, on Confirmation all assets of the Estate shall be revested in the Reorganized  
9 Debtor. The Reorganized Debtor shall make the payments required by the Plan, shall assume  
10 the liabilities with respect to assumed contracts and claims as required under the Plan, shall  
11 satisfy all Administrative Expense Claims, and shall make all other payments required after  
12 the Effective Date; provided, however, that such obligation shall not serve to create any  
13 liability for any discharged claims, including any claims which are Allowed Secured Claims.

14           7.2.   Distributions. The Reorganized Debtor shall timely make all payments  
15 required under this Plan; provided, however, that such obligation shall not serve to create any  
16 liability for any discharged claims, including any claims which are Allowed Secured Claims.

17           7.3.   Reservation of Causes of Action. All rights, claims and causes of action,  
18 whether equitable or legal, of the Estate, the Debtor, Debtor in Possession, and Reorganized  
19 Debtor against all persons are reserved for the Debtor, Debtor in Possession, and  
20 Reorganized Debtor. Following confirmation the Reorganized Debtor may commence  
21 adversary proceedings against persons or entities to realize upon causes of action retained  
22 under the Plan. If the Reorganized Debtor prosecutes or, where appropriate, settles and  
23 compromises, any action transferred to it, then the net proceeds of such action shall be  
24 retained by the Reorganized Debtor for use in the ordinary course.  
25  
26

1           7.4.    Resolution of Claims. The Reorganized Debtor shall resolve the claims of all  
2 creditors and interest holders.

3           7.5.    Objections to Claims. Any objection to a claim by a party in interest in the  
4 Reorganization Case must be filed on or before sixty (60) days following the Confirmation  
5 Date unless said time period is extended by the Bankruptcy Court for cause shown by order  
6 entered before or after the expiration of the period, provided, however, that the foregoing  
7 limitation does not apply to any claims filed subsequent to Confirmation.

8           7.6.    Unclaimed Funds. Pursuant to § 347(b) of the Bankruptcy Code, ninety (90)  
9 days after any distribution by the Reorganized Debtor provided for herein, the Reorganized  
10 Debtor shall stop payment on any such check remaining unpaid to a holder of an Allowed  
11 Claim and funds shall be returned to the Reorganized Debtor. From and after the date the  
12 Reorganized Debtor stops payment on any distribution check pursuant to this ¶ 7.6, the  
13 holder of the claim on account of which such check was issued shall be entitled to receive no  
14 further distributions on account of his claim and such holder's Allowed Claim shall  
15 thereupon be deemed satisfied in full.

16           7.7.    Administrative Claim Bar Date. The deadline for submission of all claims  
17 entitled to priority pursuant to §§ 507(a)(1), (a)(2) and (b) of the Bankruptcy Code incurred  
18 prior to Confirmation, with the exception of fees and costs of Professional persons and Post  
19 Confirmation Expenses shall be thirty (30) days following Confirmation. Failure to file a  
20 claim by this date shall conclusively bar the claimant from asserting its Claim, which Claim  
21 shall be forever barred from sharing in the distributions under the Plan.

22           7.8.    Treatment of Negotiable Instruments. Any negotiable instrument held by the  
23 holder of an Allowed Claim shall be deemed exchanged, paid, canceled, or satisfied, as the  
24 case may be, on the Effective Date.

25           7.9.    Deadlines for Contesting Plan Interest Rate. From and after the Confirmation  
26 Date, the unpaid balance of any Secured Claim or Unsecured Claim shall bear simple interest

SECOND AMENDED PLAN OF REORGANIZATION - 15

Dated July 6, 2012

PDX/124150/183655/RGB/8744514.5

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1 at the rate set forth in the Plan; unless the Court establishes, after notice and a hearing, a  
2 different Plan Interest Rate with respect to that Secured Claim or Unsecured Claim. The  
3 holder of any Claim shall, within the same deadline and in the same manner established for  
4 objections to confirmation, file any objection it may have to the proposed interest rate,  
5 identify the proposed alternative rate, and set forth the facts and circumstances justifying  
6 such rate. At any hearing the court shall fix the applicable Plan Interest Rate so as to provide  
7 the holder of any objecting Claim with the present value of its Claim within the meaning of  
8 11 U.S.C. § 1129(b). Failure to object to the proposed interest rate shall be deemed to be a  
9 consent thereto.

10 7.10. Default. An event of default shall occur if the Reorganized Debtor shall fail  
11 to comply with a material provision of this Plan. In such an event, the party alleging such  
12 default (the “Affected Creditor”) shall provide written notice of the alleged default (a  
13 “Notice of Default”) to the Reorganized Debtor and the attorneys for the Reorganized  
14 Debtor. If, after thirty (30) days following the Reorganized Debtor's and its counsel's receipt  
15 of a Notice of Default, the Reorganized Debtor and the Affected Creditor have been unable  
16 to resolve, or the Reorganized Debtor has been unable to cure, the asserted default, the  
17 Affected Creditor may proceed with any remedies available to it under applicable law. All  
18 notices to the Reorganized Debtor and its counsel provided for or required under ¶ Section  
19 VII.K shall be sent by certified mail, return receipt requested, to the following addresses:

20 Brent C. Nicholson, Manager  
21 Graham Slam, LLC  
22 218 Main Street, # 519  
Kirkland, WA 98003

23 With copy to:

24 Richard G. Birinyi  
25 SCHWABE, WILLIAMSON & WYATT, P.C.  
26 U.S. Bank Centre  
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SECOND AMENDED PLAN OF REORGANIZATION - 16

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1           7.11. Acceleration of Unsecured Claims. If the Affected Creditor is the holder of  
2 an Allowed Class 3 Claim, such Affected Creditor may elect to accelerate and declare the  
3 entire amount due under the Plan to be immediately due and owing by providing written  
4 notice of such election to the to the Reorganized Debtor and its counsel.

5           7.12. Provisions Regarding Taxing Authorities. If the Affected Creditor is a tax  
6 agency holding a Claim for an amount owed to a state or federal tax agency (an “Affected  
7 Tax Agency”) and after the 30 days written notice of the default to the Reorganized Debtor  
8 and the Reorganized Debtor’s counsel and failure of the Reorganized Debtor to cure under ¶  
9 7.10, the entire amount owed to such Affected Tax Agency shall be immediately due and  
10 owing, and the Affected Tax Agency may proceed with any remedies otherwise available to  
11 it under state or federal law, including but not limited to usual state or federal tax collection  
12 procedures or requesting conversion or dismissal under 11 U.S.C. § 1129(b); provided,  
13 however, that nothing in this provision regarding acknowledgment of a right to request  
14 conversion or dismissal shall be deemed a waiver of the Reorganized Debtor’s right to  
15 contest such request on any applicable ground; and provided, further, that notwithstanding  
16 the acceleration of the entire balance of an amount owed to an Affected Tax Agency, the  
17 Reorganized Debtor shall have the right to reinstate the obligations under the Plan by curing  
18 all defaults and paying such Affected Tax Agency all amounts which would have been due  
19 under the Plan, together with interest on such defaulted amounts at the Plan rate plus 2%, and  
20 upon such payment, the Plan obligations shall again be effective and the Affected Tax  
21 Agency shall cease all further collection activity.

22           7.13. Provisions Regarding Tax Claims. Notwithstanding any provision of the plan  
23 to the contrary, any tax obligation discharged pursuant to the plan shall be payable in  
24 accordance with the provisions of the plan and the obligations under the plan shall be  
25 deemed to be tax obligations of the Reorganized Debtor for all purposes including collection  
26 procedures.

SECOND AMENDED PLAN OF REORGANIZATION - 17

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1           7.14. Provisions Regarding Sale of Property After the Effective Date. From and  
2 after the Effective Date both (a) the Reorganized Debtor with respect to the Unfinished Lots  
3 and the Excess Lots and (b) the holder of the Class 2a Allowed Secured Claim with respect  
4 to the Finished Lots, shall be permitted to sell or develop any lot without further proceeding  
5 before the Bankruptcy Court. All sales of such properties shall be sales pursuant to a plan.

6           7.15. Pursuant to Section 1146 of the Bankruptcy Code, (a) the issuance, transfer or  
7 exchange of any securities, instruments or documents, (b) the creation of any Lien, mortgage,  
8 deed of trust or other security interest, (c) the making or assignment of any lease or sublease  
9 or the making or delivery of any deed or other instrument of transfer under, pursuant to, in  
10 furtherance of, or in connection with this Plan, including, without limitation, any deeds, bills  
11 of sale or assignments executed in connection with the transfer of the Finished Lots to  
12 Garrison, any subsequent transfer or sale of any portion of the Finished Lots by Garrison,  
13 and transfer or sale of all or any portion of the Unfinished Lots and Excess Lots by the  
14 Reorganized Debtor pursuant to, in implementation of, or as contemplated in this Plan and  
15 (d) the issuance, renewal, modification or securing of indebtedness by such means, and the  
16 making, delivery or recording of any deed or other instrument of transfer under, in  
17 furtherance of, or in connection with, this Plan, including, without limitation, the  
18 Confirmation Order, shall not be subject to any document recording tax, excise tax, stamp  
19 tax, conveyance fee or other similar tax, mortgage tax, real estate transfer tax, mortgage  
20 recording tax or other similar tax or governmental assessment. Consistent with the  
21 foregoing, each recorder of deeds or similar official for any county, city or governmental unit  
22 in which any instrument hereunder is to be recorded shall, pursuant to the Confirmation  
23 Order, be ordered and directed to accept such instrument without requiring the payment of  
24 any filing fees, excise tax, documentary stamp tax, deed stamps, stamp tax, transfer tax,  
25 intangible tax or similar tax.

26  
SECOND AMENDED PLAN OF REORGANIZATION - 18

Dated July 6, 2012

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1           **ARTICLE VIII. EXECUTORY CONTRACTS AND UNEXPIRED LEASES**

2           8.       The following provisions apply with respect to executory Contracts and  
3 unexpired leases governed by § 365.

4           8.1.   Assumption or Rejection.

5           8.1.1. Rejected Contracts and Leases. On the Effective Date, all executory contracts  
6 and unexpired leases to which the Debtor is a party shall be deemed rejected in accordance  
7 with the provisions and requirements of sections 365 and 1123 of the Bankruptcy Code,  
8 except those executory contracts, unexpired leases, and other obligations that (i) have  
9 previously been assumed by the Debtor pursuant to an order of the Bankruptcy Court, (ii) are  
10 the subject of a motion to assume filed by the Debtor at any time prior to the Effective Date,  
11 or (iii) are Assumed Obligations listed in the Contract Assumption Schedule. The Debtor  
12 may identify additional executory contracts, unexpired leases, and other obligations for the  
13 Debtor to assume and reserves the right to seek such assumption at any time prior to the  
14 Effective Date.

15           8.1.2. Assumed Obligations. Entry of the Confirmation Order shall constitute  
16 approval by the Bankruptcy Court of the Reorganized Debtor's assumption of the Assumed  
17 Obligations listed in the Contract Assumption Schedule, as of the Effective Date pursuant to  
18 section 365(a) of the Bankruptcy Code, and, with respect to those Assumed Obligations  
19 related to the Finished Lots, the assignment of such Assumed Obligations to the holder of the  
20 Class 2a Allowed Secured Claims.

21           8.1.3. Right to Reject Obligations. Notwithstanding anything to the contrary in this  
22 ¶ 8.1, the Debtor or Reorganized Debtor (as applicable) shall have the right (a) to modify the  
23 Contract Assumption Schedule at any time prior to 15th business day prior to the  
24 Confirmation Hearing unless such date is extend by order of the Bankruptcy Court, or (b) to  
25 abandon the assumption of any Assumed Obligation, and to treat such Assumed Obligation  
26 as rejected under the Plan, at any time during the thirty (30) day period following the

1 Bankruptcy Court’s resolution of any objection by the non-Debtor party to the assumption of  
2 such Assumed Obligation (including, but not limited to, any objection by the non-Debtor to  
3 the Cure Amount, if any, proposed with respect to such Assumed Obligation).

4 8.2. Payment of Cure Amounts. The Contract Assumption Schedule shall list the  
5 proposed Cure Amount, if any, with respect to each Assumed Obligation included therein.  
6 Cure Amounts with respect to any Assumed Obligations will be satisfied, pursuant to section  
7 365(b)(1) of the Bankruptcy Code, (i) by payment by the Reorganized Debtor of the Cure  
8 Amount in cash on the Effective Date or, (ii) in the event a timely objection to assumption of  
9 the Assumed Obligation or to the proposed Cure Amount is raised in accordance with ¶ 8.3  
10 of this Plan, as soon as practicable after the Cure Amount is determined by the Bankruptcy  
11 Court in a Final Order and the expiration of the time for the Reorganized Debtor or Debtor  
12 (as applicable) to elect to treat such agreement as rejected pursuant to ¶ 8.1.3, or agreed to by  
13 the Debtor or Reorganized Debtor (as applicable) and the non-Debtor party to the Assumed  
14 Obligation.

15 8.3. Objections to Assumption and Proposed Cure Amounts.

16 8.3.1. Requirement of Timely Objection. If any non-Debtor party to an Assumed  
17 Obligation opposes the Reorganized Debtor’s assumption of such Assumed Obligation for  
18 any reason (including, but not limited to, (i) the assertion of the existence of a default under  
19 such Assumed Obligation, (ii) any dispute as to the Cure Amount set forth in the Contract  
20 Assumption Schedule, or (iii) any dispute as to the ability of the Reorganized Debtor to  
21 provide “adequate assurance of future performance” (within the meaning of section 365 of  
22 the Bankruptcy Code), then such non-Debtor party to the Assumed Obligation must file an  
23 objection no later than the deadline for filing objections to Confirmation of this Plan. Such  
24 objection shall be served on the Debtor and shall state (i) the Cure Amount to which such  
25 non-Debtor party claims it is entitled; (ii) the amount of the Rejection Claim which such non-  
26 Debtor would be able to assert if the Assumed Obligation were rejected by the Debtors; (iii)

SECOND AMENDED PLAN OF REORGANIZATION - 20

Dated July 6, 2012

PDX/124150/183655/RGB/8744514.5

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1 the nature of any defaults with respect to such Assumed Obligation; and (iv) any other basis  
2 upon which the non-Debtor party opposes the assumption of the Assumed Obligation.  
3 Pending the Bankruptcy Court's ruling on such an objection, the Assumed Obligation at  
4 issue shall be treated as assumed by the Reorganized Debtors unless otherwise ordered by the  
5 Bankruptcy Court.

6 8.3.2. Consequences of Failure To Object. Failure to timely file and serve an  
7 objection in accordance with this ¶ 8.3 shall constitute the non-Debtor party's consent to the  
8 Reorganized Debtor's assumption of the Assumed Obligation, a determination by the  
9 Bankruptcy Court that, upon the Reorganized Debtor's payment of the Cure Amount (if any),  
10 no defaults shall exist under such Assumed Obligation. Any non-Debtor party that fails to  
11 object timely to the proposed Cure Amount or to the Debtors' assumption of any contract,  
12 unexpired lease, or other obligation to which it is a party shall be forever barred and estopped  
13 from asserting any Claims against the Debtor, the Reorganized Debtor, or any Person acting  
14 on behalf of the Debtor that arose prior to the Effective Date with respect to such contract or  
15 unexpired lease or with respect to any additional agreements, either oral or written, that may  
16 be related thereto, and any such Claims shall be deemed Disallowed.

17 8.4. Rejection Claims Bar Date. All proofs of claim with respect to Rejection  
18 Claims arising from the rejection of any executory contract or unexpired lease pursuant to the  
19 Plan or otherwise must be filed with the Bankruptcy Court within thirty (30) days after the  
20 entry of an order by the Bankruptcy Court, which may be the Confirmation Order,  
21 authorizing the rejection of such executory contract or unexpired lease. All Rejection Claims  
22 that become Allowed Claims shall be treated as Class 3 Claims. Any Rejection Claims that  
23 are not timely filed in accordance with the foregoing provision shall be forever barred and  
24 shall not be enforceable against the Debtor or the Reorganized Debtor, the Estate, or any  
25 property of the Debtor or the Reorganized Debtor unless otherwise ordered by the  
26 Bankruptcy Court.

SECOND AMENDED PLAN OF REORGANIZATION - 21

Dated July 6, 2012

PDX/124150/183655/RGB/8744514.5

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1           8.5. Post-Petition Contracts and Leases. All contracts, agreements and leases that  
2 were entered into by the Debtor or assumed by the Debtor after the Petition Date shall be  
3 deemed assigned by the Debtor to the Reorganized Debtors on the Effective Date.

4           **ARTICLE IX. SATISFACTION OF INDEBTEDNESS AND INJUNCTION**

5           9.       The distribution made to the various Classes of creditors as provided for in  
6 this Plan shall be in full and complete satisfaction of their Allowed Claims. Confirmation  
7 shall operate as a discharge of any and all debts and claims as defined in § 101(4) of the  
8 Bankruptcy Code against the Debtor or Debtor in Possession that arose at any time prior to  
9 Confirmation. Except as expressly provided in the Plan, all holders of any claim against the  
10 Debtor or the Debtor in Possession shall be enjoined from collecting any claims or pursuing  
11 any cause of action against the Reorganized Debtor, with respect to any claim or cause of  
12 action assertable against the Debtor, the Debtor in Possession or the Reorganized Debtor.  
13 Such injunction shall be effective as to each claim, regardless of whether or not (a) the claim  
14 was scheduled, (b) a proof of claim was filed, (c) the claim is an Allowed Claim, or (d) the  
15 holder thereof voted to accept the Plan.

16           **ARTICLE X. MODIFICATIONS OF THE PLAN**

17           10.       Pursuant to the provisions of § 1127 of the Bankruptcy Code and Bankruptcy  
18 Rule 3019, the Debtor reserves the right to modify or alter the provisions of the Plan at any  
19 time prior or subsequent to Confirmation.

20           **ARTICLE XI. RETENTION OF JURISDICTION BY THE BANKRUPTCY COURT**

21           11.1.   Retention of Jurisdiction. Notwithstanding Confirmation, until entry of the  
22 Closing Order, the Bankruptcy Court shall retain jurisdiction to ensure that the purposes and  
23 intent of the Plan are carried out. Without limiting the generality of the foregoing, the Court  
24 shall retain jurisdiction for the following purposes:

25           11.1.1. Fixing and allowing a claim as a cost and expense of the administration of the  
26 Reorganization Case;

1 11.1.2. Reexamining any claim that has been allowed;

2 11.1.3. Hearing and determining any objection to a claim or interest. The failure of  
3 the Debtor to object to, or to examine any claim or equity security interest for the purpose of  
4 voting, shall not be deemed to be a waiver of the Debtor's right to object to, or re-examine  
5 any claim or equity security interest in whole or in part;

6 11.1.4. Hearing and determining any action brought by the Debtor or the Debtor in  
7 Possession seeking to avoid the transfer of an interest of the Debtor in property, or any  
8 obligation incurred by Debtor, that is avoidable pursuant to applicable law;

9 11.1.5. Hearing and determining all causes of action, controversies, disputes, or  
10 conflicts between or among the Debtor and any other party, including those that were  
11 pending prior to Confirmation;

12 11.1.6. Hearing and determining all questions and disputes regarding title to the  
13 property of the Debtor or the Estate;

14 11.1.7. Correcting any defect, curing any omission, or reconciling any inconsistency  
15 in the Plan or the Order of Confirmation as may be necessary to carry out the purpose and  
16 intent of the Plan;

17 11.1.8. Hearing and determining any action brought by the Debtor to protect the  
18 Debtor and the Estate from actions of creditors, equity security holders, or other parties in  
19 interest;

20 11.1.9. Issuing any order necessary to implement the Plan or Order of Confirmation,  
21 including, without limitation, such declaratory and injunctive orders as are appropriate to  
22 protect the Debtor, the Estate and the Reorganized Debtor from actions of creditors, equity  
23 security holders, or other parties in interest;

24 11.1.10. Hearing and determining any dispute relating to the terms or  
25 implementation of the Plan or Order of Confirmation, or to the rights or obligations of any  
26 parties in interest with respect thereto;

SECOND AMENDED PLAN OF REORGANIZATION - 23

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1 11.1.11. The modification of the Plan after Confirmation pursuant to the  
2 Bankruptcy Rules and the Bankruptcy Code in accordance with Article X above;

3 11.1.12. Entering orders concluding and terminating the Reorganization Case.

4 11.2. Alternative Jurisdiction. In the event that the Bankruptcy Court is found to  
5 lack jurisdiction to resolve any matter, then such matter may be brought before any court  
6 having jurisdiction with regard thereto.

7 **ARTICLE XII. MISCELLANEOUS PROVISIONS**

8 12.1. Terms Binding. Upon the entry of the Confirmation Order, all provisions of  
9 this Plan, including all agreements, instruments and other documents filed in connection with  
10 this Plan and executed by the Debtor or the Reorganized Debtor in connection with this Plan,  
11 shall be binding upon the Debtor, the Reorganized Debtor, all holders of Claims and  
12 Interests, and all other Persons that are affected in any manner by this Plan. All agreements,  
13 instruments and other documents filed in connection with this Plan shall have full force and  
14 effect, and shall bind all parties thereto as of the entry of the Confirmation Order, whether or  
15 not the same shall be issued, delivered or recorded on the Effective Date or thereafter.

16 12.2. Successors and Assigns. The rights, benefits and obligations of any person  
17 named or referred to in this Plan shall be binding upon, and shall inure to the benefit of, the  
18 heir, executor, administrator, successor or assignee of such person.

19 12.3. Confirmation Order and Plan Control. Except as otherwise provided in this  
20 Plan, in the event of any inconsistency between this Plan and the Disclosure Statement, any  
21 schedule to this Plan or any other instrument or document created or executed pursuant to  
22 this Plan, this Plan shall control. In the event of any inconsistency between the Plan and the  
23 Confirmation Order, the Confirmation Order shall control.

24 12.4. Governing Law. Except to the extent that the Bankruptcy Code or any other  
25 federal law is applicable or to the extent the law of a different jurisdiction is validly elected  
26 by the Debtors, the rights, duties and obligations arising under this Plan shall be governed in

SECOND AMENDED PLAN OF REORGANIZATION - 24

Dated July 6, 2012

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1 accordance with the substantive laws of the United States of America and, to the extent  
2 federal law is not applicable, the laws of the State of Montana.

3 12.5. Severability. If the Bankruptcy Court determines at the Confirmation Hearing  
4 that any material provision of this Plan is invalid or unenforceable, such provision, subject to  
5 section 1127 of the Bankruptcy Code, shall be severable from this Plan and shall be null and  
6 void, and, in such event, such determination shall in no way limit or affect the enforceability  
7 or operative effect of any or all other portions of this Plan.

8 12.6. Incorporation by Reference. Each exhibit or schedule to this Plan, including  
9 each document included in the Plan Supplement, is incorporated herein by reference.

10 12.7. Reservation of Rights. Except as expressly set forth herein, the Plan shall  
11 have no force and effect unless the Bankruptcy Court has entered the Confirmation Order.  
12 The filing of the Plan, any statement or provision contained in the Plan, or the taking of any  
13 action with respect to the Plan shall not be and shall not be deemed to be an admission or  
14 waiver of any rights with respect to the holders of Claims and Interests.

15 12.8. Interpretation. For purposes of this Plan: (a) whenever appropriate, each term  
16 stated herein, whether stated in the singular or the plural, will include both the singular and  
17 the plural; (b) unless otherwise provided in this Plan, any reference in this Plan to a contract,  
18 instrument, release, indenture or other agreement or document being in a particular form or  
19 on particular terms and conditions means that such document will be substantially in such  
20 form or substantially on such terms and conditions; (c) unless otherwise provided in this  
21 Plan, any reference in this Plan to an existing document or exhibit means such document or  
22 exhibit, as it may have been or may be amended, modified or supplemented pursuant to this  
23 Plan; (d) unless otherwise specified herein, any reference to an entity as a holder of a Claim  
24 includes that entity's successors, assigns and affiliates; (e) unless otherwise specified, all  
25 references in this Plan to ¶, Articles, schedules and exhibits are references to ¶, Articles,  
26 schedules and exhibits of or to this Plan; (f) the words "herein", "hereto" and "hereunder"

SECOND AMENDED PLAN OF REORGANIZATION - 25

Dated July 6, 2012

PDX/124150/183655/RGB/8744514.5

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1 refer to this Plan in its entirety rather than to a particular portion of this Plan; (g) captions and  
2 headings to Articles and ¶s of this Plan are inserted for convenience of reference only and are  
3 not intended to limit or otherwise affect the provisions of this Plan; and (h) the rules of  
4 construction set forth in section 102 of the Bankruptcy Code shall apply to the construction  
5 of this Plan.

6 12.9. Computation of Time. In computing any period of time prescribed or allowed  
7 by this Plan, the provisions of Bankruptcy Rule 9006(a) shall apply.

8 Dated this \_\_\_\_\_ day of May, 2012.

9 SCHWABE, WILLIAMSON & WYATT, P.C.

10  
11 By: \_\_\_\_\_  
12 Richard G. Birinyi, WSBA #9212  
13 Lawrence R. Ream, WSBA #18159  
14 Attorneys for Debtor

15 Dated this \_\_\_\_\_ day of May, 2012.

16 GRAHAM SLAM, LLC

17 By: \_\_\_\_\_  
18 Brent Nicholson  
19 Its Manager

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Schedule 2.12  
Contract Assumption Schedule

Unexpired Leases		
Tenant	Lease Date	Cure Amount
Rite Aid		\$0.00
AutoZone		\$0.00
DJ & AK Spence		\$0.00
Papa Murphy's		\$0.00

Executory Contract		
Non-Debtor Party	Contract Date	Cure Amount
Expert Air Control		\$0.00