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310-374-0116

Attorney for MAMMOTH CORONA I LLC
The Debtor and Debtor in Possession

UNITED STATES BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA

In re
MAMMOTH CORONA I LLC
Debtor.

Case No. 8:09-bk-21220-RK–
Chapter 11

**DEBTOR’S SECOND AMENDED
DISCLOSURE STATEMENT DESCRIBING
DEBTOR’S CHAPTER 11 PLAN OF
REORGANIZATION**

Disclosure Statement Hearing
Date:
Time:
Place: Courtroom

Plan Confirmation Hearing
[See Disclosure Statement for Voting and
Objection Procedures]
Date: [To Be Set]
Time: [To Be Set]
Place:

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I.

INTRODUCTION

MAMMOTH CORONA I LLC the Debtor in this Case¹, provides this Disclosure Statement to all of its Creditors, Equity Security Holders, and to other parties in interest in the Case.

The Debtor commenced its Bankruptcy case by filing a voluntary Chapter 11 petition under the United States Bankruptcy Code, ("Code") Sections 101-1330, on September 18, 2009 (the "Petition Date"). The Debtor is continuing in the operation and management of its business pursuant to Bankruptcy Code Sections 1107 and 1108.

Section 1125 of the Bankruptcy Code requires that, at the time when the Plan is delivered to Creditors, the Plan be accompanied by this Disclosure Statement². The purpose of this Disclosure Statement is to provide information of a kind, and in sufficient detail, so far as is reasonably practicable, in light of the nature and history of the Debtor and the condition of the Debtor's books and records, to enable a typical Creditor or Equity Security Holder to make an informed judgment about the Plan and to enable such Creditor or Equity Security Holder

¹ The definitions of the capitalized terms used in this Disclosure Statement are contained in Section II. of this Disclosure Statement.

² Section 1125(b) provides, in pertinent part, as follows:

An acceptance or rejection of a plan may not be solicited after the commencement of the case under this title from a holder of a claim or interest with respect to such claim or interest, unless, at the time of or before such solicitation, there is transmitted to such holder the plan or a summary of the plan, and a written disclosure statement approved, after notice and a hearing, by the court as containing adequate information....

11 U.S.C. § 1125(b) (2003).

1 to determine whether it is in his best interest to vote for
2 (accept) or against (reject) the Plan.

3 Chapter 11 of the Bankruptcy Code allows debtors, and
4 under some circumstances, creditors and other parties in
5 interest, to propose a plan of reorganization. The plan may
6 provide for debtors to reorganize by continuing to operate, to
7 liquidate by selling assets of the estate, or a combination of
8 both. The Debtor is the party proposing the Plan sent to you
9 in the same envelope as this document. THE DOCUMENT YOU ARE
10 READING IS THE DISCLOSURE STATEMENT FOR THE ENCLOSED PLAN.
11 This Disclosure Statement contains a description of the Plan
12 and other information relevant to the decision whether to vote
13 to accept or to reject the Plan. The Debtor urges you to read
14 this Disclosure Statement because it contains important
15 information concerning the Debtor's history, business, assets,
16 and liabilities and sets forth a summary of the Plan.

17 The Debtor's Plan is a reorganization plan accomplished
18 through the continuation of Debtor's primary business, the
19 management and lease-up of commercial real estate. In other
20 words, the Plan Proponent (i.e., the Debtor) seeks to
21 accomplish payment under the Plan primarily through the cash
22 flow generated from the leasing of the Mammoth Property and
23 through proceeds from a future sale or refinance of the Mammoth
24 Property. In addition there is a \$300,000 New Value
25 contribution from the Interest Holders to cover any shortfalls
26 in payments due under the plan. The Plan may provide for the
27 Debtor to reorganize by continuing to operate and refinance or,
28 to liquidate by selling assets of the estate, or a combination

1 of both. The Debtor, MAMMOTH CORONA I LLC is the party
2 proposing the Plan sent to you in the same envelope as this
3 document. THE DOCUMENT YOU ARE READING IS THE DISCLOSURE
4 STATEMENT FOR THE ENCLOSED PLAN.

5 This is a New Value reorganizing Plan. In other words,
6 the Proponent seeks to accomplish payments under the Plan by
7 restructuring one note held by U.S. Bank and converting,
8 mechanics liens to deeds of trust, and contributing \$300,000 in
9 New Value to cover any debt service shortfalls. Secured
10 creditors of the estate shall be paid the present value of
11 their claim at a market interest rate over a 42 month period,
12 excepting that their claims may be paid in full prior to the
13 forty second (42nd) month through a sale or refinance of the
14 Mammoth Property. The Effective Date of the proposed Plan is
15 June 15, 2010.

16 The Distributions under the Plan will be made from the
17 \$300,000 New Value contribution, the potential additional New
18 Value Contribution to pay any Class 1 deficiency, available
19 Cash, cash flow from operations, refinance proceeds and Net
20 Sale Proceeds.

21 The Plan will be implemented through the following means:

22 • Robert Wish the Managing Member of the Debtors
23 current manager, will provide oversight and assistance in the
24 operation of the Debtor's business and day-to-day management
25 decisions. Robert Wish will work to lease the remaining vacant
26 space in the Mammoth Property.

27 • The proceeds generated from the leases on the
28 Mammoth Property and any future refinance or sales proceeds

1 generated by the Mammoth Property will be used to fund the
2 payments to both Secured and Unsecured Creditors provided for
3 under the Plan. In the event the court determines there is a
4 deficiency on any portion of the Class 1 claimants claim and
5 that the plan by reason of the deficiency is not confirmable,
6 an additional New Value contribution will be funded by Robert
7 Wish and the Interest Holders to pay the deficiency claim in
8 full on the Effective Date such that all of the Class 1 Claim
9 is 100% secured. It is anticipated that there will be
10 sufficient funds from these proceeds to pay all Allowed Secured
11 and Allowed Unsecured Claims as follows:

12 • Secured Creditor U.S. Bank shall be paid in full
13 on or before the 42nd month following the Effective Date,
14 Secured Creditor New Life Carpets shall be paid in full on or
15 before the 42nd month following the Effective Date, Allowed
16 Class 3 General Unsecured Claims may elect to receive a one-
17 time lump sum payment equal to 50% of their allowed claim as
18 payment in full on the 12th month following the Effective Date
19 or 100% of their allowed claim as payment in full on or before
20 the 42nd month following the Effective Date.

21 • In the event the court determines there is a
22 deficiency on any portion of the Class 1 claimants claim and
23 that the plan by reason of the deficiency is not confirmable,
24 an additional New Value contribution will be funded by Robert
25 Wish and the Interest Holders to pay the deficiency claim in
26 full on the Effective Date such that all of the Class 1 Claim
27 is 100% secured.

1 A MORE COMPLETE DESCRIPTION OF THE PROVISIONS OF THE PLAN
2 AND THE MEANS OF EFFECTUATING THE PLAN ARE LOCATED AT SECTION
3 IV.D. BELOW.

4 **A. Purpose of this Document**

5 This Disclosure Statement summarizes what is in the Plan
6 and tells you certain information relating to the Plan and the
7 process the Court follows in determining whether or not to
8 confirm the Plan. This Disclosure Statement does not purport
9 to be a complete description of the Plan, the financial data
10 pertaining to the Debtor's business operations, the applicable
11 provisions of the Bankruptcy Code, or any other matter which
12 may be deemed significant by Creditors or Interest Holders.
13 Out of practical necessity, this Disclosure Statement
14 represents an attempt to summarize extensive overall data,
15 legal documents and legal principles, including provisions of
16 the Bankruptcy Code, and to set them forth in understandable,
17 readable form.

18 **READ THIS DISCLOSURE STATEMENT CAREFULLY IF YOU WANT TO**
19 **KNOW ABOUT:**

20 1. **WHO CAN VOTE OR OBJECT;**

21 2. **WHAT THE TREATMENT OF YOUR CLAIM IS, (i.e., what your**
22 **claim will receive if the Plan is confirmed) AND HOW THIS**
23 **TREATMENT COMPARES TO WHAT YOUR CLAIM WOULD RECEIVE IN**
24 **LIQUIDATION;**

25 3. **THE HISTORY OF THE DEBTOR AND SIGNIFICANT EVENTS DURING**
26 **THE BANKRUPTCY;**

27 4. **WHAT THINGS THE COURT WILL LOOK AT TO DECIDE WHETHER OR**
28 **NOT TO CONFIRM THE PLAN;**

1 5. WHAT IS THE EFFECT OF CONFIRMATION; AND

2 6. WHETHER THE PLAN IS FEASIBLE.

3 This Disclosure Statement cannot tell you everything about
4 your rights. You should consider consulting your own lawyer to
5 obtain more specific advice on how the Plan will affect you and
6 what is the best course of action for you. Be sure to read the
7 Plan as well as all of this Disclosure Statement.

8 The Code requires a Disclosure Statement to contain
9 "adequate information" concerning the Plan. The Bankruptcy
10 Court has conditionally approved this document as an adequate
11 Disclosure Statement, containing enough information to enable
12 parties affected by the Plan to make an informed judgment about
13 the Plan. Any party can now solicit votes for or against the
14 Plan. However, the statements and conclusions set forth in
15 this document are, unless otherwise noted, those of the
16 Proponent of the Plan. The accuracy has not yet been
17 determined by the Court, and the Court may determine such
18 accuracy at the hearing regarding whether or not to confirm the
19 Plan.

20 **B. Deadlines for Voting and Objecting; Date of Plan**

21 **Confirmation Hearing**

22 THE COURT HAS NOT YET CONFIRMED THE PLAN DESCRIBED IN THIS
23 DISCLOSURE STATEMENT. IN OTHER WORDS, THE TERMS OF THE PLAN
24 ARE NOT YET BINDING ON ANYONE. HOWEVER, IF THE COURT LATER
25 CONFIRMS THE PLAN, THEN THE PLAN WILL BE BINDING ON ALL
26 CREDITORS AND INTEREST HOLDERS IN THE CASE.

1 **1. Time and Place of the Confirmation Hearing**

2 The hearing where the Court will determine whether or not
3 to confirm the Plan will take place on _____,
4 2010, at _____ A.M., Courtroom _____

5 Deadline for Voting for or Against the Plan

6 If you are entitled to vote, it is in your best interest to
7 vote timely on the enclosed ballot

8 and return the ballot in the enclosed envelope to **Corcovelos**

9 **Law Group**, to the attention of Tom Corcovelos 1001 Sixth

10 Street, Suite 150 Manhattan Beach, CA 90266 Telephone: (310)-

11 374-0116. Your ballot must be received by _____, 2010,

12 at 5:00 P.M. California time, or it will not be counted.

13 Since mail delays may occur, and because time is of the
14 essence, it is important that ballots be mailed well in advance
15 of the date specified hereinabove as the deadline for

16 **Corcovelos Law Group** to receive ballots. Any ballots received

17 after that date will not be included in any calculation to

18 determine whether the Debtor's Creditors and Interest Holders

19 have accepted or rejected the Plan.

20 **2. Deadline for Objecting to the Confirmation of the**
21 **Plan**

22 Objections to the confirmation of the Plan must be filed

23 with the Court and served upon **Corcovelos Law Group**, to the

24 attention of Thomas C Corcovelos 1001 Sixth Street, Suite 150

25 Manhattan Beach, CA 90266, Telephone: (310)-374-0116, by

26 _____, 2010, at 5:00 P.M. California time.

27 At the Confirmation Hearing, the Bankruptcy Court will
28 determine, pursuant to Section 1129 of the Bankruptcy Code,

1 whether the Plan has been accepted by the necessary Classes of
2 Claims and Interests created under the Plan, and if not,
3 whether the Bankruptcy Court should nevertheless confirm the
4 Plan. If at the Confirmation Hearing the Bankruptcy Court
5 determines that the Plan meets all of the requirements for
6 confirmation prescribed by the Bankruptcy Code, the Bankruptcy
7 Court will enter a Confirmation Order. Pursuant to Section
8 1141 of the Bankruptcy Code, the effect of the Confirmation
9 Order will be to make the provisions of the Plan binding upon
10 the Debtor and each of its Creditors and Interest Holders,
11 regardless of whether each Creditor or Interest Holder voted to
12 accept the Plan.

13 **3. Identity of Person to Contact for More Information**
14 **Regarding the Plan**

15 Any interested party desiring further information about
16 the Plan may contact Thomas C Corcovelos at **Corcovelos Law**
17 **Group**, 1001 Sixth Street, Suite 150 Manhattan Beach, CA 90266,
18 Telephone: (310)-374-0116

19 **C. Disclaimer**

20 The Plan involves the payment of Claims from available
21 Cash, from cash flow generated through the leasing of the
22 Mammoth Property, from a refinance of the Mammoth Property, or
23 from the Net Sales Proceeds from the sale of the Mammoth
24 Property. The Debtor projects that there will be sufficient
25 funds available to make the payments called for under the Plan.
26 The Debtor's financial projections filed in support of the Plan
27 (included in **Exhibit C** attached hereto) were prepared by the
28 Debtor.

1 THE PROJECTIONS SET FORTH IN THIS DISCLOSURE STATEMENT
2 REPRESENT A PREDICTION OF FUTURE EVENTS BASED UPON CERTAIN
3 ASSUMPTIONS SET FORTH WITH SUCH PROJECTIONS. THESE FUTURE
4 EVENTS MAY OR MAY NOT OCCUR, AND THE PROJECTIONS MAY NOT BE
5 RELIED UPON AS A GUARANTEE OR OTHER ASSURANCE OF THE ACTUAL
6 RESULTS WHICH WILL OCCUR. BECAUSE OF THE UNCERTAINTIES
7 INHERENT IN PREDICTIONS OF FUTURE EVENTS, THE DEBTOR'S ACTUAL
8 CASH FLOW MAY WELL BE DIFFERENT FROM THAT PREDICTED, AND SUCH
9 DIFFERENCE MAY BE MATERIAL AND ADVERSE TO THE INTERESTS OF THE
10 CREDITORS.

11 The projections are intended to assess the future cash
12 flow available to the Debtor for making the distributions
13 required by the Plan. Significant assumptions underlying the
14 financial projections include the following:

15 1. Effective Date of the Plan

16 For the purpose of the Projections, the Debtor estimates
17 that the Confirmation Date will occur in or about April 15,
18 2010 and hence, that the Effective Date will occur in or about
19 June 15, 2010 with first payments under the plan being made on
20 July 15, 2010.

21 2. Earnings Generated by the Mammoth Property

22 The Debtor's projection of the future earnings which will
23 be generated by the Mammoth Property is derived from Debtor's
24 estimate of the revenue which the Mammoth Property will
25 generate after the Confirmation Date.

26 3. Expenses of the Debtor

27 The Debtor has assumed, for the purpose of the Projections
28 that their expenses will not increase by any significant

1 amount, except as specifically set forth in the Projections,
2 during the term of the Plan.

3 The information contained in this Disclosure Statement is
4 provided by the Debtor. The Plan Proponent represents that
5 everything stated in the Disclosure Statement is true to the
6 Proponent's best knowledge. The Court has not yet determined
7 whether or not the Plan is confirmable and makes no
8 recommendation as to whether or not you should support or
9 oppose the Plan.

10 The financial data relied upon in formulating the Plan is
11 based on the Debtor's post-petition financial projections, the
12 Debtor's Bankruptcy Schedules, Robert Wish's development and
13 management experience, and the financial information contained
14 in pleadings filed with the Bankruptcy Court. This information
15 was not audited or reviewed by an independent accountant and
16 the Debtor is unable to warrant or represent that such
17 financial information is without any inaccuracies, although
18 Debtor believes it has made reasonable efforts under the
19 circumstances to present such financial information fairly and
20 accurately. The Debtor represents that everything stated in
21 the Disclosure Statement is true to the best of Debtor's
22 knowledge. The Court has not yet determined whether or not the
23 Plan is confirmable and makes no recommendation as to whether
24 or not you should support or oppose the Plan.

25 **THIS IS A SOLICITATION BY THE DEBTOR. THE REPRESENTATIONS**
26 **HEREIN ARE THOSE OF THE DEBTOR AND NOT OF ITS ATTORNEYS OR**
27 **CONSULTANTS. NO REPRESENTATIONS CONCERNING THE DEBTOR OR POST-**
28 **CONFIRMATION DEBTOR, INCLUDING, BUT NOT LIMITED TO,**

1 REPRESENTATIONS AS TO THE POST-CONFIRMATION DEBTOR'S FUTURE
2 ACTIVITIES, THE VALUE OF ITS PROPERTY, THE AMOUNT OF CLAIMS
3 AGAINST THE DEBTOR'S ESTATE, OR ANY TAX EFFECT OF THE
4 TRANSACTIONS PROPOSED UNDER THE PLAN, ARE AUTHORIZED BY THE
5 DEBTOR, OTHER THAN AS SET FORTH IN THIS DISCLOSURE STATEMENT.
6 ANY REPRESENTATIONS OR INDUCEMENTS MADE TO SECURE ACCEPTANCE OF
7 THE PLAN THAT ARE IN ADDITION TO OR DIFFERENT FROM THE
8 STATEMENTS CONTAINED IN THIS DISCLOSURE STATEMENT SHOULD NOT BE
9 RELIED UPON BY ANY PARTY IN INTEREST. ANY SUCH ADDITIONAL
10 REPRESENTATIONS OR INDUCEMENTS SHOULD BE REPORTED TO THE
11 DEBTOR'S ATTORNEYS WHO, IN TURN, WILL DELIVER THE INFORMATION
12 TO THE BANKRUPTCY COURT FOR SUCH ACTION AS THE BANKRUPTCY COURT
13 MAY DEEM TO BE APPROPRIATE.

14 UNLESS SPECIFICALLY SET FORTH HEREIN TO THE CONTRARY, THE
15 INFORMATION CONTAINED OR REFERRED TO IN THIS DISCLOSURE
16 STATEMENT REGARDING THE DEBTOR HAS NOT BEEN SUBJECT TO
17 CERTIFIED AUDIT. RECORDS KEPT BY THE DEBTOR RELY FOR THEIR
18 ACCURACY ON BOOKKEEPING PERFORMED INTERNALLY BY THE DEBTOR.
19 THE DEBTOR BELIEVES THAT EVERY REASONABLE EFFORT HAS BEEN MADE
20 TO PRESENT FINANCIAL INFORMATION AS ACCURATELY AS IS REASONABLY
21 PRACTICABLE GIVEN THE NATURE AND HISTORY OF THE DEBTOR'S
22 BUSINESS AND THE CONDITION OF THE DEBTOR'S BOOKS AND RECORDS.
23 HOWEVER, THE FINANCIAL INFORMATION CONTAINED HEREIN REGARDING
24 THE DEBTOR IS NEITHER WARRANTED NOR REPRESENTED TO BE FREE OF
25 INACCURACY. COUNSEL FOR THE DEBTOR HAS NOT INDEPENDENTLY
26 VERIFIED THE INFORMATION CONTAINED HEREIN AND MAKES NO
27 REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE ACCURACY
28 THEREOF.

1 ALL PARTIES ENTITLED TO VOTE ON THE PLAN ARE URGED TO
2 REVIEW CAREFULLY THE PLAN AND THIS DISCLOSURE STATEMENT PRIOR
3 TO VOTING ON THE PLAN. THE CONTENTS OF THIS DISCLOSURE
4 STATEMENT SHOULD NOT BE CONSTRUED IN ANY MANNER TO BE LEGAL,
5 BUSINESS, OR TAX ADVICE. EACH CREDITOR AND OTHER PARTY IN
6 INTEREST SHOULD CONSULT WITH HIS OWN LEGAL COUNSEL, BUSINESS
7 ADVISOR, CONSULTANT, AND/OR ACCOUNTANT PRIOR TO VOTING TO
8 ENSURE A COMPLETE UNDERSTANDING OF THE TERMS OF THE PLAN. THIS
9 DISCLOSURE STATEMENT IS INTENDED FOR THE SOLE USE OF THE
10 CREDITORS AND INTEREST HOLDERS OF THE DEBTOR TO ENABLE THEM TO
11 MAKE AN INFORMED DECISION REGARDING THE PLAN.

12 THE BANKRUPTCY COURT'S APPROVAL OF THIS DISCLOSURE
13 STATEMENT INDICATES ONLY THAT THE DISCLOSURE STATEMENT CONTAINS
14 ADEQUATE INFORMATION FOR THE PURPOSE OF SOLICITATION OF
15 ACCEPTANCES TO THE PLAN BY THE DEBTOR, ASSUMING IT IS ACCURATE.
16 HOWEVER, THE BANKRUPTCY COURT HAS NOT YET DETERMINED THE
17 ACCURACY OF SUCH INFORMATION. IT MAY DO SO AT THE CONFIRMATION
18 HEARING.

19
20 DEFINITIONS, INTERPRETATIONS, AND RULES OF CONSTRUCTION

21
22 1. "Administrative Claim" means a Claim for costs and
23 expenses of the administration of the Case under Sections
24 503(b) or 507(b) of the Bankruptcy Code, including, without
25 limitation: (a) the actual and necessary costs and expenses
26 incurred after the Petition Date of preserving the Estate and
27 operating the business of the Debtor (such as wages, salaries,
28 or commissions for services); (b) all Claims of professionals

1 employed at the expense of the Estate; and (c) any fees or
2 charges assessed against the Estate under 28 U.S.C. § 1930.

3 2. "**Allowed Administrative Claim**" means an Administrative
4 Claim allowed pursuant to Sections 503(b) or 507(b) of the
5 Bankruptcy Code.

6 3. **Allowed Amount** means the amount of any Claim against
7 the Debtor determined in accordance with Sections 502 and
8 506(a) of the Bankruptcy Code and any other applicable Section
9 of the Bankruptcy Code, and recognized by the Debtor as value
10 or allowed by Final Order of the Court, except to the extent
11 described or defined otherwise herein.

12 4. "**Allowed Claim**" means a Claim: (a) with respect to
13 which a Proof of Claim has not been filed but the Claim has
14 been listed in the Schedules filed with the Bankruptcy Court by
15 the Debtor and not listed as disputed, contingent, or
16 unliquidated as to amount and as to which no objection is filed
17 within the time period fixed by the Bankruptcy Court, or as to
18 which any such objection has been determined by a Final Order;
19 or (b) with respect to which a Proof of Claim has been filed
20 within the time period fixed by the Bankruptcy Court, and as to
21 which no objection is filed within the time period fixed by the
22 Bankruptcy Court, or as to which any such objection has been
23 determined by a Final Order. **Class _____ Claim** means an Allowed
24 Claim in the particular Class described.

25 5. **Allowed Class _____ Interest** means an Allowed Interest
26 in the particular Class described

27 6. **Allowed Class _____ Interest** means an Allowed Interest
28 in the particular Class described

1 7. "Allowed General Unsecured Claim" means an unsecured
2 Allowed Claim against the Debtor, however arising, not entitled
3 to priority under Section 507(a) of the Bankruptcy Code,
4 including, without limitation, an Allowed Claim based on the
5 rejection of an executory contract or unexpired lease.

6 8. "Allowed Priority Claim" means an Allowed
7 Administrative Claim, Allowed Priority Tax Claim, or Allowed
8 Priority Unsecured Claim.

9 9. "Allowed Priority Tax Claim" means an Allowed Claim
10 entitled to priority pursuant to Section 507(a)(8) of the
11 Bankruptcy Code.

12 10. "Allowed Priority Unsecured Claim" means an Allowed
13 Claim entitled to priority pursuant to Sections 507(a)(3),
14 507(a)(4), or 507(a)(6) of the Bankruptcy Code.

15 11. "Allowed Secured Claim" means an Allowed Claim secured
16 by a lien, security interest or other charge against property
17 in which the Estate has an interest, or which is subject to
18 setoff under Section 553 of the Bankruptcy Code, to the extent
19 of the value, determined in accordance with Section 506(a) of
20 the Bankruptcy Code, of the interest of the holder of such
21 Allowed Secured Claim in the Estate's interest in such
22 property, or to the extent of the amount subject to any setoff,
23 as the case may be.

24 12. "Amended U.S. BANK Security Documents" means the U.S.
25 BANK SECURITY DOCUMENTS as they relate to the U.S. BANK first
26 trust deed encumbering the Mammoth Property, as amended
27 pursuant to the Plan.
28

1 13. "Approved Date" means the date on which an Order
2 approving the Disclosure Statement, or an amended version
3 thereof, is entered by the clerk on the Court's docket.

4 14. "Avoidance Action" means any action which is filed or
5 which may be filed pursuant to the provisions of Sections 510,
6 542, 543, 544, 545, 547, 548, 549, or 550 of the Bankruptcy
7 Code, any actions based on applicable nonBankruptcy law that
8 may be incorporated or brought under the foregoing sections of
9 the Bankruptcy Code, or any other similar action or proceeding
10 filed to recover property for or on behalf of the Estate or to
11 avoid a lien or transfer.

12 15. "Ballot" means the form distributed to holders of
13 claims and interests on which is to be stated an acceptance or
14 rejection of the Plan.

15 16. "Bankruptcy Code" means Title 11 of the United States
16 Code, as now in effect or hereafter amended. All citations in
17 the Plan to section numbers are to the Bankruptcy Code unless
18 otherwise expressly indicated.

19 17. "Bankruptcy Court" means the United States Bankruptcy
20 Court for the Central District of California, Santa Ana
21 Division, which has jurisdiction over the Case and the Estate
22 of the Debtor, or such successor court or tribunal as may
23 hereafter be confirmed or created by lawful authority with
24 power to confirm reorganization plans under Chapter 11 of the
25 Bankruptcy Code and all applicable statutes, rules, and
26 regulations pertaining thereto.

1 18. "Bankruptcy Rules" means the Federal Rules of
2 Bankruptcy Procedure and the Local Bankruptcy Rules for use in
3 the Bankruptcy Court, as now in effect or hereafter amended.

4 19. "Bar Date" means the last date for filing Proofs of
5 Claim other than Administrative Claims or Claims based upon the
6 rejection of any executory contracts or unexpired leases. The
7 Bar Date for filing Proofs of Claim was set by the Bankruptcy
8 Court as _____.

9 20. "Business Day" means any day other than a Saturday,
10 Sunday, or "legal holiday" (as defined in Bankruptcy Rule
11 9006(a)).

12 21. "Case" means the Debtor's Chapter 11 case which was
13 filed in the Bankruptcy Court, as Case 8:09-bk-21220-RK-

14 22. "Cash" means cash and cash equivalents, including, but
15 not limited to, checks or similar forms of payment or exchange.

16 23. "Claim" means: (a) a right to payment from the Debtor,
17 whether or not such right is reduced to judgment, liquidated,
18 unliquidated, fixed, contingent, matured, unmatured, disputed,
19 undisputed, legal, equitable, secured, or unsecured, or (b) a
20 right to an equitable remedy for breach of performance if such
21 breach gives rise to a right to payment from the Debtor,
22 whether or not such right to an equitable remedy is reduced to
23 judgment, liquidated, unliquidated, fixed, contingent, matured,
24 unmatured, disputed, undisputed, secured, or unsecured.

25 24. "Claimant" means the holder of a Claim.

26 25. "Class" means a grouping into which Claims or Interests
27 which are substantially similar to other Claims or Interests
28 have been classified pursuant to Article IV of the Plan.

1 26. "Confirmation" means the entry of the Confirmation
2 Order by the Bankruptcy Court.

3 27. "Confirmation Date" means the date on which the
4 Confirmation Order is entered by the Bankruptcy Court.

5 28. "Confirmation Hearing" means the hearing, including any
6 continued or postponed session thereof, at which time the
7 Bankruptcy Court will consider and determine whether to confirm
8 the Plan.

9 29. "Confirmation Order" means the order, as entered, of
10 the Bankruptcy Court confirming the Plan pursuant to Section
11 1129 of the Bankruptcy Code.

12 30. "Corona Loan" or "Corona Note" means the U.S. Bank Note
13 encumbering the Mammoth Property

14 31. "Creditor" means the holder of an Allowed Claim.

15 32. "Debtor" means MAMMOTH CORONA I LLC organized under the
16 laws of the state of California, the debtor and debtor-in-
17 possession in the Case.

18 33. "Disallowed Claim" means a Claim against the Debtor,
19 which Claim is disallowed pursuant to an order of the
20 Bankruptcy Court as to which eleven (11) calendar days have
21 passed following entry of such order and no stay pending an
22 appeal of such order is obtained during such period

23 34. "Disbursing Agent" means the person or entity charged
24 with making Distributions pursuant to the terms of the Plan.
25 Pursuant to the Plan, the Reorganized Debtor will serve as the
26 Disbursing Agent under the Plan.

27 35. "Disclosure Statement" means the Disclosure Statement
28 (and all exhibits or schedules annexed thereto or referenced

1 therein) which accompanies the Plan, as the Disclosure
2 Statement may be amended, modified, or supplemented from time
3 to time in accordance with the Bankruptcy Code and Bankruptcy
4 Rules.

5 36. "Disputed Claim" means any Claim: (a) listed on the
6 Debtor's Schedules as unliquidated, disputed, or contingent; or
7 (b) as to which the Debtor, or any other party in interest, has
8 interposed a timely objection or request for estimation or
9 subordination in accordance with the Bankruptcy Code and the
10 Bankruptcy Rules, which objection or request for estimation or
11 subordination has not been withdrawn or determined by a Final
12 Order. A Claim will be considered a Disputed Claim in its
13 entirety if an objection is timely filed to any portion of such
14 Claim.

15 37. "Disputed Claims Reserve Account" means the segregated
16 account to be created for holding the pro-rata share of any
17 Disputed Claims pending final resolution of the Disputed Claim.

18 38. "Distribution" means the Cash which is required to be
19 distributed under the Plan to the holders of Allowed Claims.

20 39. "Effective Date" means the date not later than ninety
21 (90) days following the date upon which the Confirmation Order
22 becomes a Final Order; provided, however, that, if an appeal of
23 the Confirmation Order is timely filed, the Debtor may elect to
24 cause the Plan to become effective, notwithstanding the
25 pendency of such appeal, so long as no stay of the Confirmation
26 Order is in effect, by filing with the Bankruptcy Court a
27 notice of such election, in which event the Plan will become
28 effective as provided herein.

1 40. "Equity Security Holder" means the holder of an
2 Interest in the Debtor.

3 41. "Estate" means the estate created under Section 541 of
4 the Bankruptcy Code in the Case.

5 42. "Exhibits" means those exhibits annexed to the Plan or
6 Disclosure Statement or incorporated by reference in the Plan
7 or Disclosure Statement.

8 43. "File," "Filed," or "Filing" means filed with the
9 Bankruptcy Court having jurisdiction over the Case.

10 44. "Final Distribution" means, for each Class, the last
11 Distribution to be made to holders of Allowed Claims in that
12 Class.

13 45. "Final Order" means an order or judgment of the
14 Bankruptcy Court, or of any court of competent jurisdiction
15 where there is pending an action in which the Debtor is a
16 party, which has not been reversed, stayed, modified, or
17 amended, and as to which: (a) the time to appeal, petition for
18 certiorari, or move for reargument or rehearing has expired and
19 as to which no appeal, petition for certiorari, or other
20 proceeding for reargument or rehearing shall then be pending;
21 or (b) any right to appeal, petition for certiorari,
22 reargument, or rehearing shall have been waived in writing in
23 form and substance satisfactory to the Debtor; or (c) any
24 appeal, petition for certiorari, reargument or rehearing has
25 been resolved by the highest court to which the order or
26 judgment was appealed timely or from which certiorari,
27 reargument, or rehearing was sought.

28

1 46. "**Financial Projections**" means the financial statements
2 prepared by the Debtor which sets forth, among other things,
3 the Debtor's cash flow projections, and which is attached as
4 Exhibit "C" hereto.

5 47. "**General Unsecured Claim**" means an unsecured Claim
6 against the Debtor that is not entitled to priority under
7 Section 507(a) of the Bankruptcy Code, including, without
8 limitation, a Claim based on the rejection of an executory
9 contract or unexpired lease.

10 48. "**Guarantors**" means Robert Wish and Mammoth Equities,
11 the Guarantors of the U.S. Bank Note.

12 49. "**Henderson II**" means Mammoth Henderson II the owner of
13 the Henderson Property.

14 50. "**Henderson Loan**" or "**Henderson Note**" means the note and
15 deed of trust executed in favor of PFF encumbering the
16 Henderson Property and guaranteed by Robert Wish and Mammoth
17 Equities.

18 51. "**Henderson Property**" means the Class A office building
19 located at 2470 Saint Rose Parkway, Henderson, Nevada totaling
20 66,284 square feet.

21 52. "**Interest**" means a membership interest in the Debtor.

22 53. "**Mammoth**" means MAMMOTH CORONA I, the debtor and debtor
23 in possession.

24 54. "**Mammoth Adversary Proceeding**" means the lawsuit
25 previously pending in state court against U.S. Bank known as
26 MAMMOTH CORONA I, a California limited liability company;
27 MAMMOTH EQUITIES, LLC, a Nevada limited liability company; and
28 ROBERT L. WISH, an individual, vs U.S. Bank, N.A. a national

1 banking association as successor in interest to PFF BANK &
2 TRUST; and DOES 1 through 100, inclusive, "case No. RIC538125
3 that the Debtor removed to bankruptcy court on November 25,
4 2009 as an adversary proceeding in bankruptcy court, case No.
5 AP-09-1803RK.

6 55. **"Mammoth Equities"** means Mammoth Equities, LLC the
7 managing member of the Debtor.

8 56. **"Mammoth Land"** means the land upon which the Mammoth
9 Property was constructed.

10 57. **"Mammoth Loan"** means the loan encumbering the Mammoth
11 Property, specifically the U.S. BANK NOTE.

12 58. **"Mammoth Property"** means the Class A office building
13 located at 4750 Green River Road, Corona, California totaling
14 57,204 square feet.

15 59. **"Mammoth State Court Actions"** means the lawsuit
16 previously pending in state court against U.S. BANK known as
17 MAMMOTH CORONA I, a California limited liability company;
18 MAMMOTH EQUITIES, LLC, a Nevada limited liability company; and
19 ROBERT L. WISH, an individual, vs. U.S. Bank, N.A. a national
20 banking association as successor in interest to PFF BANK &
21 TRUST; and DOES 1 through 100, inclusive, "case No. RIC538125.

22 60. **"Net Sales Proceeds"** means all of the Cash proceeds
23 from the sale of the assets of the Estate minus all costs of
24 sale and administrative expenses of the Estate including, but
25 not limited to, the fees and expenses of the Disbursing Agent
26 and Professionals employed by the Estate, income taxes and
27 payments pursuant to the Plan to creditors holding Allowed
28

1 Administrative Claims, Allowed Priority Claims and/or Allowed
2 Secured Claims.

3 61. "New Life Carpets" means New Life Carpets Inc., the
4 holder of a \$1,724 mechanics lien recorded against the Mammoth
5 Property.

6 62. "New Value" or "New Value Contribution" means equity to
7 be contributed by the Interest Holders to fund the plan.

8 63. "NOD" means Notice of Default.

9 64. "Order" means an order or judgment of the Bankruptcy
10 Court as entered on the Court's docket.

11 65. "Person" means any individual, corporation, general
12 partnership, limited partnership, association, joint stock
13 company, joint venture, estate, trust, government or any
14 political subdivision, governmental unit (as defined in the
15 Bankruptcy Code) or official committee appointed by the United
16 States Trustee.

17 66. "Petition Date" means October 16, 2009, the date on
18 which the Debtor filed its voluntary petition under Chapter 11
19 of the Bankruptcy Code, commencing the Case.

20 67. "PFF" means PFF Bank and Trust the original holder of
21 the beneficial interest in: (1) the first deed of trust
22 encumbering the Mammoth Property.

23 68. "Plan" means the Debtor's Chapter 11 Plan of
24 Reorganization, as the Plan may be amended, modified, or
25 supplemented from time to time in accordance with the
26 Bankruptcy Code and Bankruptcy Rules.

27 69. "Post-Confirmation Estate Claims" means any and all
28 claims and causes of action which constitute property of the

1 Estate including, but not limited to, any Avoidance Actions,
2 whether or not such claims or causes of action are the subject
3 of litigation pending as of the Effective Date.

4 70. "Post-Petition Earnings" means any funds received by
5 Debtor since the Petition Date.

6 71. "Reorganized Debtor" means the Debtor, MAMMOTH CORONA I
7 LLC, a California Limited Liability Company, on and after the
8 Effective Date, the entity which shall assume all of the rights
9 and obligations of the Debtor together with title to and
10 control of the Debtor's assets and liabilities upon
11 Confirmation of the Plan, as such rights, obligations, assets
12 and liabilities are modified in the Plan.

13 72. "Robert Wish" means Robert Wish, the managing member of
14 Mammoth Equities LLC, the Manager of MAMMOTH CORONA I LLC.

15 73. "Schedules" means the Schedules of Assets and
16 Liabilities and Statement of Financial Affairs filed by the
17 Debtor in the Case, as amended, modified, or supplemented from
18 time to time.

19 74. "Secured Claim" means a Claim secured by a lien,
20 security interest or other charge against property in which the
21 Estate has an interest, or which is subject to setoff under
22 Section 553 of the Bankruptcy Code, to the extent of the value,
23 determined in accordance with Section 506(a) of the Bankruptcy
24 Code, of the interest of the holder of such Secured Claim in
25 the Estate's interest in such property, or to the extent of the
26 amount subject to any setoff, as the case may be.

27 75. "Secured Creditor" shall mean the holder of an Allowed
28 Secured Claim.

1 76. "Tax Collector" means the Riverside County
2 Treasurer/Tax Collector or its successors-in-interest..

3 77. "Unclaimed Distribution" means any Distribution which
4 is unclaimed as a result of any of the following: (a) checks
5 which have been returned as undeliverable without a proper
6 forwarding address; (b) checks which were not mailed or
7 delivered because of the absence of a proper address to which
8 to mail or deliver the same; (c) checks which remain
9 unnegotiated for a period of ninety (90) days after the date of
10 issuance.

11 78. "Unclassified Claims" means the Allowed Amount of (I)
12 all Administrative Claims of the Debtor's Case, allowed
13 pursuant to Section 503(b) of the Bankruptcy Code; and (ii) all
14 Priority Tax Claims entitled to priority pursuant to
15 SECTION507(a)(8) of the Bankruptcy Code.

16 79. "Unsecured Creditors" means Creditors holding Allowed
17 Unsecured Claims against the Debtor for which there are no
18 assets of the Debtor serving as a security, but not including
19 Priority Claims.

20 80. "U.S. Bank " means U.S. Bank the successor in interest
21 to PFF Bank and Trust and the holder of the beneficial interest
22 in the first deed of trust encumbering the Mammoth Property.

23 81. "U.S. BANK NOTE" means that certain promissory
24 Note and construction loan agreement secured by a first deed of
25 trust encumbering the Mammoth Property, in the principal amount
26 of \$14,543,000 as of the petition date, of U.S. Bank as
27 successor in interest to PFF, including all amendments and
28 modifications thereto.

1 82. **"U.S. BANK FIRST NOTE"** means that certain recourse
2 promissory note to be executed by the Reorganized Debtor as
3 maker in favor of the current holder of the U.S. BANK NOTE
4 pursuant to the Plan in an amount equal to the amount of the
5 U.S. Bank Claim secured by a first deed of trust encumbering
6 the Mammoth Property as of the Effective Date.

7 83. **"U.S. BANK SECURITY DOCUMENTS"** means all documents
8 creating or evidencing a first priority lien secured by Mammoth
9 Property as all such documents may have been amended or
10 modified from time to time, including, without limitation, that
11 certain Deed of Trust with Assignment of Rents dated August 15,
12 2006.

13 84. **"U.S. Bank State Court Actions"** means the June 10, 2009
14 "NOD and Demand for Immediate Payment" and the October 13, 2009
15 "NOD and Election to Sell", both non-judicial foreclosure
16 proceedings initiated by U.S. Bank against the Debtor.

17 85. **"Wage Claimant"** means a Claimant asserting a Claim
18 pursuant to Section 507(a)(3) or (a)(4) of the Bankruptcy Code.

19 Interpretations, Computation of Time and Governing Law

20 **4. Undefined Terms**

21 Any term used in the Disclosure Statement that is not
22 defined in the Disclosure Statement, either in Section II.A
23 (Definitions) or elsewhere, but that is used in the Bankruptcy
24 Code or the Bankruptcy Rules has the meaning assigned to that
25 term in the Bankruptcy Code or the Bankruptcy Rules.

26 **5. Rules of Interpretation**

27 For the purposes of the Disclosure Statement:

1 a. Whenever, from the context, it is appropriate, each
2 term, whether stated in the singular or the plural, shall
3 include both the singular and the plural.

4 b. Any reference in the Plan to a contract, instrument,
5 release or other agreement or document being in a particular
6 form or on particular terms and conditions means that such
7 document shall be substantially in such form or substantially
8 on such terms and conditions.

9 c. Any reference in the Plan to an existing document or
10 Exhibit Filed or to be Filed means such document or Exhibit, as
11 it may have been or may be amended, modified, or supplemented
12 as of the Confirmation Date.

13 d. Unless otherwise specified in a particular reference in
14 the Plan, all references in the Plan to Sections, Articles or
15 Exhibits are references to Sections, Articles and Exhibits of
16 or to the Plan.

17 e. Unless otherwise specified in a particular reference in
18 the Plan, the words "herein," "hereof," "hereto," "hereunder,"
19 and others of similar import refer to the Plan in its entirety
20 rather than only to a particular paragraph, subparagraph, or
21 clause contained in the Plan.

22 f. Captions and headings to Articles and Sections are
23 inserted for convenience of reference only and are not intended
24 to be a part of or to affect the interpretation of the Plan.

25 g. The rules of construction set forth in Bankruptcy Code
26 Section 102 shall apply.

27 h. The provisions of the Plan will control over any
28 description thereof contained in the Disclosure Statement.

1 i. Any term used in the Plan that is not defined in the
2 Plan, but that is used in the Bankruptcy Code or in the
3 Bankruptcy Rules shall have the meaning assigned to that term
4 in (and shall be construed in accordance with the rules of
5 construction under) the Bankruptcy Code or the Bankruptcy
6 Rules. Without limiting the foregoing, the rules of
7 construction set forth in Section 102 of the Bankruptcy Code
8 shall apply hereto. The definitions and rules of construction
9 contained herein do not apply to the Disclosure Statement or to
10 the exhibits to the Plan except to the extent expressly so
11 stated in the Disclosure Statement or in each exhibit to the
12 Plan.

13 j. Except to the extent that federal law, including the
14 Bankruptcy Code or the Bankruptcy Rules are applicable, the
15 rights and obligations arising under the Plan shall be governed
16 by, and construed and enforced for all purposes in accordance
17 with, the laws of the State of California, without giving
18 effect to any principles of conflict of laws thereof. All
19 exhibits to the Plan are incorporated into the Plan and will be
20 deemed to be included in the Plan, regardless of when they are
21 filed.

22 6. Computing Time Periods

23 In computing any period of time prescribed or allowed by
24 the Plan, the provisions of Bankruptcy Rule 9006(a) shall
25 apply.

26 7. Section Numbers

27 References in the Plan and Disclosure Statement to a Code
28 section are references to the United States Bankruptcy Code

1 (Title 11 of the United States Code) except as otherwise
2 indicated.

3 **8. Notices and Delivery of Documents**

4 All notices, correspondence, and other deliveries under
5 this Disclosure Statement must be directed as follows:

6

7 To the Debtor or 8 Reorganized Debtor:	MAMMOTH CORONA I LLC Attn: Robert Wish 29222 Rancho Viejo Road San Juan Capistrano, California
9 With a Copy to:	10 Thomas C Corcovelos Esq. 11 CORCOVELOS LAW GROUP 12 1001 Sixth Street, Suite 150 13 Manhattan Beach, California 90266 14 310-374-0116

15 **II.**

16 **BACKGROUND**

17 **A. Description and History of the Debtor's Business**

18 The Debtor, MAMMOTH CORONA I LLC, (Mammoth) is a
19 California Limited Liability Company that was formed in
20 February, 2005 by Robert Wish to acquire the Mammoth Land and
21 develop the site into a class A multi-tenant office and located
22 at 4750 Green River Road, Corona, California. There are 61 LLC
23 Members that invested in the Debtor, some with their life
24 savings. The 61 members mostly made up of retired teachers,
25 retired accountants, retired small businessmen, non-casino
26 Indian tribes and self-employed business people acquired a
27 total of 100 membership interests for \$35,000 per share for a
28 total of \$3,500,000, making the average investment just over
\$50,000. In addition, some of the LLC interests are held in

1 retirement funds (IRA's, and 401Ks). Neither Robert Wish nor
2 Mammoth Equities own any of the membership interest in the
3 Debtor. Robert Wish and Mammoth Equities have decades long
4 relationships with the members of the LLC's and are their
5 fiduciary managing the Mammoth Property and handling all legal
6 issues for the Debtor and attempting through the chapter 11
7 filing to protect in many instances, the life savings of the
8 LLC members.

9 Prior to 2009, neither Robert Wish nor any of the
10 partnerships he had formed over his 35 years in the real estate
11 business had ever filed a chapter 11 and he made concerted
12 efforts to avoid filing the herein referenced chapter 11 case
13 as detailed in section II D of this Disclosure Statement. The
14 Mammoth Land was acquired on June 16, 2005 for \$1,250,000, with
15 construction of The Mammoth Property commencing in January,
16 2007. Construction of the Mammoth Property was completed in
17 March, 2008 with the certificate of occupancy being issued on
18 or about April, 2008. The Mammoth Property consists of one
19 three-story 57,204 sf class A multi tenant office building
20 consisting of 49 suites divisible down to 2 office suites. The
21 design and flexibility of the Mammoth Property is unique and is
22 founded upon a model formulated by Robert Wish and fine tuned
23 over a 35 year period of management and development. The
24 Mammoth Property utilizes a multi-tenant courtyard concept,
25 which offers turnkey class-A office suites to small businesses.
26 Surrounding a lavish and lushly landscaped courtyard with water
27 features and tropical landscape, The Mammoth Property offers
28 small businesses preconfigured 1-10+ room office suites.

1 Suites are independently metered giving tenants individual
2 control of their utilities including HVAC. The Mammoth
3 Property offers "plug and play" telephone and data allowing
4 tenants to simply move in furniture and begin operations. Many
5 tenants occupy space the same week the lease is signed. Larger
6 suites (5-10 rooms) feature additional amenities such as high-
7 end granite reception desks and chrome T-bar ceilings.

8 Focusing on the needs of tenant, each room within the Mammoth
9 Property has a window and each suite is rough plumbed with
10 water and sewer. Additionally, the buildings feature high
11 capacity elevators (with emergency battery backup), secured
12 off-hour access, locked restrooms and video monitoring.

13 The spaces range from 250 to 3,000 square feet with an
14 average suite size of 1,150 square feet. Suites are move-in
15 ready and finished to be suitable for most small business
16 tenants. A major contributory factor to the effectiveness of
17 this model is the small tenant niche; 90% of businesses in
18 America are 20 employees or less. There are only so many ways
19 a small tenant can layout small space. Over the years, Mammoth
20 Equities has developed proprietary layouts that virtually all
21 general office users with less than 20 employees fit into.
22 These preconfigured suites have been engineered over the years
23 to maximize efficiency and functionality.

24 Thirty-five years in the industry have contributed to this
25 proprietary model that Mammoth Equities now employs in ten
26 cities in three states. The model was specifically designed to
27 minimize Tenant Improvement capital expenditures and maximize
28

1 profitability. The buildings function much like an apartment
2 building with shorter leases for "as is" space. It is not
3 uncommon for stabilized Mammoth buildings to have a waiting
4 list. This model has proven successful over the past several
5 years.

6 Averaging 2 to 3 year lease terms, the Mammoth Property is
7 geared to a high turnover model. Small businesses tenants'
8 needs can change drastically in three years. Accordingly, the
9 short lease term and immediate occupancy provide them critical
10 flexibility with minimal out of pocket expenses (i.e. No TI's)
11 to get up and operational. Small tenants are less concerned
12 with the "customization" of their spaces due to the shorter
13 lease term.

14 Each building has 24 hour access with access after 7:00 PM
15 by way of magnetic key that unlocks the front door of each
16 lobby. From a marketing standpoint, the design and flexibility
17 of the Mammoth Property offers great competitive advantage over
18 other new offices in the market area as a potential tenant can
19 designate any number of offices they require and on the same
20 day, obtain occupancy. Other new projects in the market area
21 are not truly competitive as a tenant has to wait weeks or even
22 months to occupy as the offices are in shell condition and must
23 be built out prior to occupancy. Moreover, from a practical
24 standpoint in a recessionary environment where banks and
25 lending institutions are rarely making loans on real estate, an
26 office building that requires no tenant improvement dollars in
27 order for a tenant to sign a lease and occupy space has an
28

1 overwhelming advantage over other new office buildings that are
2 in a shell condition and that must seek substantial financing
3 in a highly restrictive lending environment to finish out the
4 space for a tenant. The Mammoth Property is therefore unique in
5 that it requires no additional capital for completion of Tenant
6 Improvements or to remodel its space, in order successfully
7 emerge from chapter 11.

8 The Manager of MAMMOTH CORONA I LLC is Mammoth Equities,
9 LLC whose Managing Member is Robert Wish. Robert Wish has been
10 active in commercial real estate investment and development
11 since 1965 and has been a general partner or manager in several
12 California limited partnerships and limited liability
13 companies. Mr. Wish has constructed numerous projects in
14 addition to acquiring completed projects for the benefit of
15 various entities formed by him. Mr. Wish has purchased
16 approximately fifty existing commercial properties ranging in
17 size from 4,000 to 145,000 square feet and has developed
18 twenty-eight commercial projects ranging in size from 2,400 to
19 168,000 square feet. These projects include office, strip
20 center retail, mini storage (self-storage) and industrial. He
21 has also developed over fifteen residential projects ranging in
22 size from a large single family custom home tract to a 496 unit
23 apartment building. Mr. Wish currently controls approximately
24 1.3 million square feet of commercial real estate in
25 California, Arizona, Nevada and Texas through several operating
26 partnerships some of which are managed by his existing company
27 Foremost Business Parks.

28 Mr. Wish has over thirty-five years experience in managing

1 multi tenant properties which are occupied by numerous small
2 tenants. Since 2004 Mammoth Equities has leased to more than
3 1,500 small businesses at properties similar in design to the
4 Mammoth Property. As outlined above, it is the business
5 philosophy of Mr. Wish to develop each project with built-out
6 office suites, thereby affording tenants several options with
7 which to match their space requirement. Not only does this
8 result in immediate occupancies and immediate rental streams,
9 but when tenants vacate the property, minimal costs are borne
10 by the landlord to release the space (typically paint and
11 carpet cleaning only).

12 The Mammoth Property is managed by Mammoth Equities
13 Property Management, Inc. who manages a portfolio of 20 similar
14 buildings at 14 locations with approximately 1.15 million
15 square feet. Over 95% of the space managed by Mammoth Equities
16 Property Management is multi-tenant office space similar to
17 that of the Debtor. Mammoth Equities Property Management's
18 staff has extensive knowledge about the unique needs and
19 strategies to successfully manage Mammoth model properties.
20 Currently Mammoth Equities Property Management oversees 400+
21 small business tenants and has executed over 1,500 leases since
22 2004. Mammoth Equities Property Management utilizes
23 significant technological resources to perform management
24 services including fully integrated Accounting and PM
25 Software, all paperless database and filing systems, high speed
26 communications including the Internet and internal networks,
27 fully redundant servers and personal computers and proven
28 property management and property performance applications.

1 Mammoth Equities Property Management additionally handles
2 all leasing for the properties and uses Mammoth's proprietary
3 and unique leasing strategy as well as implementing
4 comprehensive marketing and promotion programming.

5 **B. Principals/Affiliates of Debtor's Business**

6 The Debtor, MAMMOTH CORONA I LLC is made up of 61
7 Members as listed in section 21 of the schedules. Those members
8 consist mostly of retired teachers, retired accountants,
9 retired small businessmen, non-casino Indian tribes and self-
10 employed business people.

11 **C. Management of the Debtor Before and After the**
12 **Bankruptcy**

13 Management of the Debtor before and after the filing of
14 the Bankruptcy is by Mammoth Equities LLC.

15 **D. Events Leading to Chapter 11 Filing**

16 Here is a brief summary of the circumstances that led to the
17 filing of this Chapter 11 case: Robert Wish formed MAMMOTH
18 CORONA I in February, 2005 and raised \$3,500,000 by selling 100
19 membership interests to the 61 equity interest holders for
20 \$35,000 per share. The \$3,500,000 enabled the Debtor to acquire
21 the Mammoth Land and obtain the construction loan to develop
22 the Mammoth Property. For the most part, the equity interest
23 holders consist of school teachers, retirees, small Indian
24 tribes, small company employee pension plans and individuals
25 investing through their IRA accounts. Neither Robert Wish nor
26 Mammoth Equities own any of the membership interest.
27 After purchasing the Mammoth Land the debtor obtained a
28

1 \$13,400,000 construction loan from PFF on August 16, 2006 and
2 commenced construction of the Mammoth Property in January,
3 2007, completing construction of the Mammoth Property in March,
4 2008. Leasing commenced on the Mammoth Property in April 2008.
5 The construction loan from PFF provided an interest reserve to
6 make payments on the construction loan while the Mammoth
7 Property underwent its leasing phase.

8 The completion of the construction of the Mammoth Property
9 was approximately 5 months after the onset of the recession
10 which began in earnest in November, 2007. Although a project
11 the size of the Mammoth Property typically require an 18 month
12 marketing period to reach 90% occupancy, 5 months prior to the
13 marketing the economy began to slow approximately doubling the
14 estimated time it would take for the project to reach 90%
15 occupancy. Compounding the slowing of the economy was the
16 commencement of the construction of a new bridge at the
17 intersection of Green River Road and the 91 Freeway in Corona
18 known as the "Green River Bridge". Construction of the Green
19 River Bridge began approximately 1 month before completion of
20 the Mammoth Property and had a serious and substantial negative
21 impact on leasing activity. The construction of the new bridge
22 regularly required the closure (up to 10 days at a time,) of
23 the existing bridge, which in turn closed off the main access
24 to the Mammoth Property. Attached hereto as Exhibit "H" and
25 incorporated herein by reference is a true and correct copy of
26 the "California Department of Transportation SR 91 Green River
27 Bridge" summary confirming the 10 day closure policy. Potential
28 tenants faced with "bridge closed signs", and a massive

1 construction zone complete with gravel, rock, dirt, dust,
2 steel, concrete, and temporary roadways, simply ignored the
3 Mammoth Property as a potential office location because of the
4 chaos and confusion caused by the bridge construction. When
5 potential tenants did make it to the building they typically
6 complained about their car being a mess from the dirt, dust,
7 and gravel and shared their suspicions that the bridge project
8 seemed to never make significant progress toward completion.
9 Indeed, the construction of the Green River Bridge which was
10 scheduled to be completed in December, 2008, was not completed
11 until July, 2009***.

12 Immediately upon completion of the Green River Bridge,
13 leasing activity at the Mammoth Property improved dramatically
14 as evidenced by the leasing to REMAX of a **** sf space (which
15 has since been expanded to **** sf). REMAX depends on drive by
16 traffic and easy access to advertise its location and to bring
17 customers through its doors and would not lease space at the
18 Mammoth Property until the chaos caused by the bridge
19 construction ended and the bridge opened. Since the opening of
20 the Bridge, the Debtor has leased **** sf of space.

21 In the recessionary economic environment, the Debtor
22 continued leasing to new tenants but the recessions' impact on
23 new leasing was exacerbated by the road closures from the Green
24 River Bridge construction, and the Debtor was unable to meet
25 its occupancy projections.

26 In June 2008, as the impact of the Green River Bridge
27 closure and the recession continued to negatively impact the
28 pace of leasing at the Mammoth Property, the Debtor began

1 negotiating a loan extension with U.S. Bank to extend the term
2 of the Corona Loan. Contemporaneously with the Debtors
3 negotiations to extend the term of the Corona Loan, the
4 Guarantors began negotiations to extend the term of the
5 Henderson Loan. As background, Robert Wish and Mammoth
6 Equities, the Guarantors of the Corona Loan are Guarantors of
7 another separate and distinct U.S. Bank loan on the Henderson
8 Property.

9 The Henderson Loan was originally entered into on December
10 11, 2006, and provided for an initial maturity date of January
11 1, 2009, subject to three (3) successive six month extensions
12 of the maturity date with no specification as to conditions to
13 be met by Henderson II. Notwithstanding the fact that the
14 Corona Loan and Henderson Loan involved separate projects,
15 separate collateral, separate and independent loan documents,
16 separate groups of investors, and separate borrowing entities
17 (each of which were required by U.S. BANK's loan documents to be
18 "single purpose," "remote," independent, and separately operated
19 and administered entities), and notwithstanding applicable
20 regulatory rules requiring U.S. BANK to administer these as
21 separate loans, U.S. BANK consistently administered the Corona
22 Loan and the Henderson Loan as though they were one loan, and
23 demanded to tie its decisions and administration of one loan to
24 the other.

25 On or about June 19, 2006, The Debtor submitted its written
26 request to U.S. BANK for a six-month extension of the Corona
27 Loan maturity date, from September 1, 2008 to March 1, 2009. On
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1 June 19, 2008, Henderson II also submitted its written request
2 for a six month extension of the Henderson Loan, from January 1,
3 2009 to July 1, 2009.

4 U.S. BANK subsequently extended the maturity date of the
5 Corona Loan to March 1, 2009, while the maturity date of the
6 Henderson Loan was not extended.

7 Throughout the latter part of 2008, in view of the
8 impending Corona Loan maturity date of September 1, 2008, the
9 Debtor undertook aggressive leasing efforts in order to increase
10 occupancy of the Buildings, and engaged in intensive and
11 concerted efforts to market the Project. U.S. BANK was advised
12 by the Debtor of the Debtor's re-doubled leasing efforts. U.S.
13 BANK encouraged the Debtor in these efforts. At no time during
14 this period did U.S. BANK inform the Debtor that U.S. BANK would
15 not further extend the Corona Loan, or that U.S. BANK would
16 commence enforcement of the Corona Loan based on the September
17 1, 2008 maturity date, or otherwise. The Debtor continually
18 relied on the representations from U.S. BANK contained in the
19 Commitment that the Debtor was to be granted three successive
20 extensions of the maturity date.

21 The first formal notice that the Debtor and Guarantors
22 received from U.S. BANK regarding the maturity date of the
23 Corona Loan was not until June 19, 2009, at which time U.S. BANK
24 delivered a written "Notice of Default," which simply noted that
25 The Debtor needed to pay the Corona Loan by the maturity date,
26 but which did not identify any plans by U.S. BANK to proceed
27 with enforcement actions. Attached hereto as Exhibit "I" is a
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1 true and correct copy of the June 19, 2009 Notice of Default
2 regarding the Corona Loan.

3 During the latter part of 2008, the Debtor and Guarantors
4 received numerous assurances from U.S. BANK that a further
5 extension of the Corona Loan and the Henderson Loan would be
6 forthcoming by U.S. BANK as the only condition specified in the
7 Commitment for such an extension was the payment of a loan fee
8 of 0.25%.

9 Based upon the care with which U.S. BANK refrained from
10 threatening any imminent payment deadline or enforcement
11 actions, as well as the representations in the respective
12 Commitment's and oral assurances from U.S. BANK regarding an
13 extension of the Corona Loan and the Henderson Loan, The Debtor
14 continued to aggressively market the leasing of the office
15 spaces available, the Debtor expended substantial time, effort
16 and monies pursuing the leasing of the available offices and
17 refrained from the pursuit of any potential refinancing through
18 alternate lenders.

19 On or about August 30, 2008, with the September 1, 2008
20 maturity only two days away, The Debtor was directed by U.S.
21 BANK to continue to make monthly interest payments on the Corona
22 Loan post-maturity, while at the same time strongly suggesting
23 that an extension of the Corona Loan and the Henderson Loan
24 would be forthcoming. The Debtor followed U.S. BANK's
25 instructions and continued to make, and U.S. BANK continued to
26 receive, without reservation--monthly interest payments on the
27 Corona Loan post-maturity.
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1 Throughout the latter half of 2008, Henderson II reiterated
2 its request for an extension of the maturity date as provided
3 for in the Commitment. Throughout this period, Henderson II
4 received assurances that such an extension was forthcoming.

5 Despite not approving the extension for Henderson II prior
6 to the maturity date of January 1, 2009, U.S. BANK continued to
7 communicate to The Guarantors that it was still entertaining an
8 extension of the Henderson Loan; however, U.S. BANK began to
9 direct its attention toward the Guarantors, and demanded that
10 Guarantors turn over detailed financial information regarding
11 their individual assets and "individual real estate
12 investments."

13 Throughout the early portion of 2009, The Debtor, through
14 its intermediary, BCI Capital Partners, LLC ("BCI") acted
15 diligently to provide U.S. BANK the necessary documentation and
16 evidence of financial solvency to demonstrate an ability to
17 honor their loan obligations should the contractual extensions
18 be provided. BCI met with lackluster responses from U.S. BANK.
19 U.S. BANK had recently been taken over by US Bancorp, and the
20 internal restructuring caused substantial delay to the
21 discussions and negotiations.

22
23 As part of these discussions the concept of lowering the
24 interest rate floors on the Corona Loan and the Henderson Loan
25 were discussed as a means of helping the Debtor to be able to
26 service the Corona Loan. Both the Henderson Loan and Corona
27 Loan were discussed in concert, as both Plaintiff and Defendant
28 deemed the two separate projects to be intrinsically related.

1 In or about mid June, 2009, U.S. Bank commenced the non-
2 judicial foreclosure process under the Corona Loan and
3 Henderson Loan by, among other things, requesting the
4 preparation of Notices of Default for each loan. On June 10,
5 2009, U.S. Bank caused a Notices of Default to be recorded
6 against the Mammoth Property and the Henderson Property.

7 Commencing on or about September 1, 2009, U.S. Bank had
8 discussions with The Debtor's outside consultants, attempting
9 to persuade them that if The Debtor were to "cooperate" with
10 U.S. Bank (e.g., not resist foreclosure or receivership
11 proceedings, walk away from the properties, essentially do as
12 U.S. BANK says, etc.), such "good behavior" would accrue
13 "political capital" with U.S. BANK, resulting in U.S. BANK's
14 taking a softer stance toward enforcement of the Guaranties.
15 In connection with such discussions, U.S. BANK emphatically
16 suggested that Borrower turn over the Mammoth Property (and
17 that Henderson II turn over the Henderson Property) to a
18 manager hand-picked by (and thus beholden to) U.S. Bank. Fully
19 aware of the complexities inherent in managing a specialty
20 property such as the Mammoth Property, The Debtor refused.

21 Based upon Robert Wish's experience in the previous recession,
22 the Debtor determined that the Mammoth Property would indeed
23 lease up and that the value of the Mammoth Property would
24 increase substantially once the recession ended; therefore, the
25 Debtor refused to allow U.S. Bank to foreclose on the Mammoth
26 Property and determined that a chapter 11 filing would enable
27 the Debtor to pay all creditors in full as well as protect in
28

1 many instances, the life savings of the LLC members.

2 Although prior to 2009, neither Robert Wish nor any of the
3 partnerships he had formed over his 35 years in the real estate
4 business had ever filed a chapter 11 and even though he made
5 concerted efforts to avoid filing the herein referenced chapter
6 11 case, facing a pending foreclosure and unable to renegotiate
7 the terms of the U.S. Bank Note, the Debtor filed for
8 protection under Chapter 11 of the Federal Bankruptcy code on
9 October 16, 2009.

10 **E. Significant Events During the Bankruptcy**

11 **1. Bankruptcy Proceedings**

12 The following is a chronological list of significant
13 events which have occurred during this case:

14 On or about October 16, 2009, the Debtors' filed its
15 chapter 11 case.

16 The Court has approved the employment of the following
17 professionals: Thomas C Corcovelos as Counsel for the Debtor.

18 On or about November 23, 2009, U.S. bank filed a Motion
19 for Relief from Stay. This Disclosure Statement along with the
20 accompanying plan are part of the substantial Opposition to the
21 Motion for Relief From Stay that is being filed by the Debtor.

22 On November 25, 2009, the following significant adversary
23 proceeding was filed: MAMMOTH CORONA I, a California limited
24 liability company; MAMMOTH EQUITIES, LLC, a Nevada limited
25 liability company; and ROBERT L. WISH, an individual, vs U.S.
26 Bank, N.A. a national banking association as successor in
27 interest to PFF BANK & TRUST; and DOES 1 through 100,
28 inclusive, removed to Bankruptcy court on November 25, 2009 as

1 case No. AP-09-1803RK. The case was previously pending in
2 Riverside Superior Court Case No. RIC538125.

3 **2. Other Legal Proceedings**

4 In addition to the proceedings discussed above, the Debtor
5 is currently involved in the following non-Bankruptcy legal
6 proceedings:

7 A Notice of Default: On June 12, 2009, U.S. Bank
8 commenced its non-judicial foreclosure proceedings against the
9 Mammoth Property by causing a Notice of Default to be recorded
10 with respect to the U.S. Bank Note.

11 B On October 15, 2009 the Debtor filed a lawsuit in
12 California Superior Court: MAMMOTH CORONA I, a California
13 limited liability company; MAMMOTH EQUITIES, LLC, a Nevada
14 limited liability company; and ROBERT L. WISH, an individual,
15 vs. U.S. Bank, N.A. a national banking association as successor
16 in interest to PFF BANK & TRUST; and DOES 1 through 100,
17 inclusive, "case No. RIC538125. The lawsuit seeks Declaratory
18 Relief alleging Breach of Contract, and Breach of Implied
19 Covenant of Good Faith and Fair Dealing.

20 **3. Actual and Projected Recovery of Preferential or**
21 **Fraudulent Transfers**

22 Nothing is estimated to be realized from the recovery of
23 fraudulent and preferential transfers. The following is a
24 summary of the fraudulent conveyance and preference actions
25 filed or to be filed in this case: The Debtor does not expect,
26 at this time, to file any fraudulent conveyance or preference
27 actions in this case.

28 **4. Procedures Implemented to Resolve Financial Problems**

1 The Debtor has implemented the following procedures as
2 part of its strategy to successfully lease the Mammoth
3 Property: The Debtor has increased its advertising budget,
4 initiated an incentive program offering free telephone service
5 in exchange for tenants signing a long term lease, and has
6 increased its outreach to the real estate brokerage community.

7 **5.Current and Historical Financial Conditions**

8 The Debtor's debt service obligations were historically
9 paid through the interest reserve in the construction loan and
10 through capital infusions from Mammoth Equities to cover any
11 shortfall between the mortgage payment due and revenues
12 generated by the Mammoth Property. Although the Debtor's
13 current operations are not able to meet its debt service
14 obligations on Mammoth Property, the debtor projects that prior
15 to the Effective Date, there will be revenues sufficient to
16 make the full mortgage payments.

17 The identity and fair market value of the estate's assets
18 are listed in Exhibit A.

19 **III.**

20 **SUMMARY OF THE PLAN OF REORGANIZATION**

21 **A. What Creditors and Interest Holders Will Receive Under The**
22 **Proposed Plan**

23 As required by the Bankruptcy Code, the Plan classifies
24 claims and interests in various classes according to their
25 right to priority. The Plan states whether each class of
26 claims or interests is impaired or unimpaired. The Plan
27 provides the treatment each class will receive.

28 **B. Unclassified Claims**

1 Certain types of claims are not placed into voting
2 classes; instead they are unclassified. They are not
3 considered impaired and they do not vote on the Plan because
4 they are automatically entitled to specific treatment provided
5 for them in the Bankruptcy Code. As such, the Proponent has
6 not placed the following claims in a class.

7 **1. Administrative Expenses**

8 Administrative expenses are claims for costs or expenses
9 of administering the Debtor's Chapter 11 case which are allowed
10 under Code section 507(a)(1). The Code requires that all
11 administrative claims be paid on the Effective Date of the
12 Plan, unless a particular claimant agrees to a different
13 treatment.

14 The following chart lists all of the Debtor's § 507(a)(1)
15 administrative claims and their treatment under the Plan.

16

<u>Name</u>	<u>Amount Owed</u>	<u>Treatment</u>
Thomas C Corcovelos	\$1,000	Paid on Effective Date
Clerk's Office Fees	\$250 (estimated)	Paid in full on Effective Date
Office of the U.S. Trustee Fees	\$500 (4th 1/4 ' 96)	Paid in full on Effective Date
	TOTAL \$1,750.00	

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27 Court Approval of Fees Required:

1 The Court must rule on all fees listed in this chart
2 before the fees will be owed. For all fees except Clerk's
3 Office fees and U.S. Trustee's fees, the professional in
4 question must file and serve a properly noticed fee application
5 and the Court must rule on the application. Only the amount of
6 fees allowed by the Court will be owed and required to be paid
7 under this Plan.

8 As indicated above, the Debtor will need to pay \$1,750.00
9 worth of administrative claims on the Effective Date of the
10 Plan unless the claimant has agreed to be paid later or the
11 Court has not yet ruled on the claim. As indicated elsewhere
12 in this Disclosure Statement, Debtor will have approximately
13 \$300,000 in cash on hand on the Effective Date of the Plan.
14 The source of this cash will be the New Value contribution.

15 **2. Priority Tax Claims**

16 Priority tax claims are certain unsecured income,
17 employment and other taxes described by Code Section 507(a)(8).
18 Except to the extent that the holder of a particular Allowed
19 Priority Tax Claim agrees to a different treatment thereof, the
20 Code requires that each holder of an Allowed Priority Tax Claim
21 receive the present value of such Allowed Priority Tax Claim in
22 deferred Cash payments over a period not exceeding six years
23 from the date of assessment of such tax.

24 Treatment of Allowed Priority Tax Claims. The Debtor's
25 Plan provides that deferred Cash payments will be paid in equal
26 annual installments of principal and interest and will be in an
27 amount sufficient to amortize each Allowed Priority Tax Claim
28 fully over a period of six years from the Effective Date. The

1 outstanding and principal amount of each Allowed Priority Tax
2 Claim will bear interest, commencing on the Effective Date and
3 continuing until such Allowed Priority Tax Claim is paid in
4 full, at the lesser of: (i) the rate of six percent (6%) per
5 annum; or (ii) the rate specified by Section 6621(a) of the
6 Internal Revenue Code, as such rate is adjusted from time to
7 time. Payments to holders of Allowed Priority Tax Claims will
8 commence on the first anniversary of the Effective Date and
9 will continue on each annual anniversary of the Effective Date.

10 The Reorganized Debtor will have the right to pay all
11 Allowed Priority Tax Claims, or any remaining balance of such
12 Claim, in full, at any time on or after the Effective Date,
13 without premium or penalty. The following chart lists all of
14 Debtor's Section 507(a)(8) priority tax claims and their
15 treatment under the Plan: **The Debtor has no Section 507(a)(8)**
16 **priority tax claims.**³

17 The following chart lists all of the Debtor's Section
18 507(a)(8) priority tax claims and their treatment under the
19 Plan:

<u>Description</u>	<u>Amount Owed</u>	<u>Treatment</u>
· Name = Not Applicable · Type of tax = None · Date tax assessed = Not Applicable	0.00	· Pymt interval = · Est. pymt amt/interval = · Begin date = · End date = · Interest rate % = · Total payout amount% = \$

27 ³ In the event any taxing agencies filed Priority Tax Claims, the Debtor
28 reserves the right to file an objection to such Claims on any appropriate grounds.

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C. Classified Claims and Interests

1. Classes of Secured Claims

Secured claims are claims secured by liens on property of the estate. The following chart lists all classes containing Debtor's secured pre-petition claims and their treatment under the Plan.

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<u>CLASS#</u>	<u>DESCRIPTION</u>	<u>INSIDERS</u> <u>(Y/N)</u>	<u>IMPAIRED</u> <u>(Y/N)</u>	<u>TREATMENT</u>
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1	Secured claim of: · Name =U.S. Bank · Collateral description = 1st Trust Deed · Priority of security int. = 1st · Principal owed = \$14,543,000 · Pre-pet. Arrearage included · Post-pet. arrearage amount = \$130,000 (est) · Total claim amount = \$14,673,000	N	Impaired, Claims in this class are entitled to vote on the Plan.	· Pymt interval = Monthly · Est. pymt amt/interval = \$61,138 1 st 6 month period \$67,251 2 nd six month period, \$73,365 3 rd 6 month period, \$79,479 4 th 6 month period, fixing at \$85,593 in month 25 through month 42. · Balloon pymt = \$14,673,000 · Begin date = 6/15/2010 · End date = 12/14/2013 · Interest rate % = 5% interest only increasing by 0.5% each successive 6 month period after the initial payment and fixing at 7% interest only. · Total payout % = 100% \$17,901,060 will be paid over 42 months on 100% of a principal balance of \$14,673,000. · Treatment of lien = Lien is retained and in full force and effect.
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Comments:

Comments:

Class 1 consists of the Allowed Claims of
 U.S.BANK or the holder of the U.S.BANK Note. Class 1 is

1 impaired under the Plan. As of the confirmation date, the
2 U.S.BANK Note shall be deemed satisfied and paid in full.
3 Within five (5) business days after the Confirmation Date (but
4 coterminous with the execution and delivery of the U.S.BANK
5 First Note as described below), U.S.BANK or the holder of the
6 U.S.BANK Note shall return to the Reorganized Debtor the
7 U.S.BANK Note marked "Paid in Full." U.S.BANK or the holder of
8 the U.S.BANK Note Security Documents shall also return to the
9 Reorganized Debtor the U.S.BANK Note Security Documents marked
10 "Canceled" and "Superseded." In full and complete satisfaction
11 of the Allowed Class 1 Claim, U.S.BANK or the holder of the
12 Allowed Class 1 Claim shall receive the following:

13 (I) Within five (5) business days after the
14 Confirmation Date (but coterminous with the cancellation and
15 return of the U.S.BANK Note as described above), the
16 Reorganized Debtor shall execute the U.S.BANK First Note and
17 the Amended U.S.BANK Note Security Documents.

18 (a) The U.S.BANK First Note

19 The U.S.BANK First Note and Amended U.S.BANK Note
20 Security Documents shall be in the same form as the U.S.BANK
21 First Note and U.S.BANK Note Security Documents, respectively.

22 In the event there is any provision of the U.S.BANK First
23 Note which is inconsistent with the terms of the Plan, the
24 terms of the Plan shall control.

25 The Amended U.S.BANK Note Security Documents shall secure
26 a lien on the Mammoth Property with the same priority and
27 validity that existed prior to the Debtor's alleged pre-
28 petition default(s). The Amended U.S.BANK Note Security

1 Documents shall secure repayment of the U.S.BANK First Note.
2 Since the U.S.BANK Note has been paid in full pursuant to the
3 Plan, any event of default that may have existed pre-petition
4 with respect to the U.S.BANK Note and/or the U.S.BANK Note
5 Security Documents shall be deemed cured and any notice of
6 default which may have been recorded pre or post-petition with
7 respect to the U.S.BANK Note and the U.S.BANK Note Security
8 Documents shall be deemed null and void and of no further force
9 or effect, and U.S.BANK or the holder of the U.S.BANK Note
10 shall execute any documents or instruments necessary to reflect
11 the same, including the execution and recordation of a release
12 of notice of default.

13 Payments on the U.S.BANK First Note shall be made in
14 monthly installments of interest of 5% interest only increasing
15 by one half percent (0.5%) each successive 6 month period
16 following the initial payment until the interest rate reaches
17 seven percent (7%) at which time the interest rate shall fix at
18 seven percent (7%). Interest shall begin to accrue on the
19 U.S.BANK First Note as of the Effective Date. The first (1st)
20 payment shall be due on the fifteenth (15th) day of the first
21 (1st) full month following the Effective Date, and shall be in
22 an amount equal to a percentage of a full monthly installment
23 payment derived from the number of days remaining in the month
24 in which the Effective Date occurs (the numerator) divided by
25 the number of days in the month in which the Effective Date
26 occurs (the denominator). Thereafter, payments shall be due on
27 the fifteenth (15th) day of each and every month until the
28 forty second (42nd) month after the Effective Date at which

1 time the entire outstanding balance of the U.S.BANK First Note
2 shall be all due and payable. Upon payment in full of the
3 U.S.BANK First Note, the lien evidenced by the Amended U.S.BANK
4 Note Security Documents shall be deemed satisfied and shall be
5 deemed canceled.

6 The Guarantees signed by the Debtor, Robert Wish, Mammoth
7 Equities and Debtor affiliates shall not be enforced post
8 petition as long as post petition payments are made on the
9 U.S.BANK First Note, excepting that any differential between
10 the contract interest rate payments on the U.S. BANK Note and
11 the interest rate payments on the U.S. BANK First Note that
12 results in a lesser interest payment to U.S. Bank will not
13 affect U.S. Bank's rights to enforce the guarantees to make up
14 the difference between the interest payments.

15 In the event that the Reorganized Debtor defaults in its
16 obligation to pay each payment due and payable under the
17 U.S.BANK First Note and the Amended U.S.BANK Note Security
18 Documents, the holder of the U.S.BANK First Note shall be
19 entitled to record a notice of default and accelerate the
20 entire unpaid indebtedness and/or exercise such other remedies
21 as provided under the U.S.BANK First Note and the Amended
22 U.S.BANK Note Security Documents or under applicable California
23 law. The Reorganized Debtor shall be entitled to cure and
24 reinstate any such default under applicable California law.

25 Nothing in the Plan shall enhance or otherwise increase
26 the rights of the holder of the Class 1 claim to seek recovery
27 on its claim as against any party other than the Reorganized
28 Debtor.

<u>CLASS#</u>	<u>DESCRIPTION</u>	<u>INSIDERS</u> <u>(Y/N)</u>	<u>IMPAIRED</u> <u>(Y/N)</u>	<u>TREATMENT</u>
2	Secured claim of: · Name = New Life Carpets · Collateral description = Mechanics Lien · Priority of security int. recorded mechanics lien · Principal owed = \$1,724 · Pre-pet. arrearage amount = \$ (included above) · Post-pet. arrearage amount = N/A · Total claim amount = \$1,724	N	Impaired, Claims in this class are entitled to vote on the Plan.	· Pymt interval = Monthly · Est. pymt amt/interval = \$44 · Balloon pymt \$0 · Begin date = 6/15/2010 · End date = 12/14/2013 · Interest rate % = 3 · Total payout % = \$1,842 will be paid over 43 months at \$44 per month on 100% of a principal balance of \$1,724. · Treatment of lien = Lien is converted to a deed of trust in the same priority position as the pre-petition New Life Carpets mechanics Lien.

Comments:

Class 2 consists of the Allowed Claim of New Life Carpets or the holder of the New Life Carpets Mechanics Lien. Class 2 is impaired under the Plan. As of the confirmation date, in full and complete satisfaction of the Allowed Class 2 Claim, New Life Carpets or the holder of the Allowed Class 2 Claim shall receive the following:

- (I) Within five (5) business days after the Confirmation

1 Date, (but coterminous with the cancellation and removal of the
2 New Life Carpets Mechanics Lien), the Reorganized Debtor shall
3 execute the New Life Carpets Note and the New Life Carpets Note
4 Security Documents.

5 The New Life Carpets Note shall secure a lien on the
6 Mammoth Property with the same priority that existed for New
7 Life Carpets on the petition date. The New Life Carpets Note
8 shall secure repayment of the New Life Carpets Mechanics Lien.
9 New Life Carpets or the holder of the Class 2 Claim shall
10 execute any documents or instruments necessary to release the
11 Mechanics lien, including the execution and recordation of a
12 release of Mechanics Lien.

13 Payments on the New Life Carpets Note shall be made in
14 monthly installments of principal and interest, with interest
15 calculated with reference to a fixed annual rate of interest of
16 three percent (3%) amortized over 42 months. Interest shall
17 begin to accrue on the New Life Carpets Note as of the
18 Effective Date. The first (1st) payment shall be due on the
19 fifteenth (15th) day of the first (1st) full month following
20 the Effective Date, and shall be in an amount equal to a
21 percentage of a full monthly installment payment derived from
22 the number of days remaining in the month in which the
23 Effective Date occurs (the numerator) divided by the number of
24 days in the month in which the Effective Date occurs (the
25 denominator). Thereafter, payments shall be due on the
26 fifteenth (15th) day of each and every month until the forty
27 second (42nd) month after the Effective Date at which time the
28 entire outstanding balance of the New Life Carpets Note shall

1 be all due and payable. Upon payment in full of the New Life
2 Carpets Note, the lien evidenced by the New Life Carpets Note
3 shall be deemed satisfied and shall be deemed canceled.

4 The Reorganized Debtor shall have the right to voluntarily
5 transfer title to the Mammoth Property to any third party after
6 the confirmation date, and this transfer shall not confer upon
7 the Class 2 Claimant the right to accelerate the payment of the
8 Claim, or to change, alter or amend the treatment thereof as
9 provided in the Plan. In addition, the proposed transferee, if
10 a Qualified Buyer, may, at its option in connection with the
11 contemplated transfer of title, assume the then outstanding
12 contractual obligations of the Reorganized Debtor to the Class
13 2 Claimant with the Reorganized Debtor thereby released from
14 further liability under the New Life Carpets Note.

15 In the event that the Reorganized Debtor defaults in its
16 obligation to pay each payment due and payable under the New
17 Life Carpets Note and the New Life Carpets Note Security
18 Documents, the holder of the New Life Carpets Note shall be
19 entitled to record a notice of default and accelerate the
20 entire unpaid indebtedness and/or exercise such other remedies
21 as provided under the New Life Carpets Note and New Life
22 Carpets Note Security Documents or under applicable California
23 law. The Reorganized Debtor shall be entitled to cure and
24 reinstate any such default under applicable California law.

25 Nothing in the Plan shall enhance or otherwise increase
26 the rights of the holder of the Class 2 claim to seek recovery
27 on its claim as against any party other than the Reorganized
28 Debtor.

1 2. Classes of Priority Unsecured Claims

2 Certain priority claims that are referred to in Code
3 Sections 507(a)(3), (4), (5), (6), and (7) are required to be
4 placed in classes. These types of claims are entitled to
5 priority treatment as follows: the Code requires that each
6 holder of such a Claim receive cash on the Effective Date equal
7 to the allowed amount of such Claim. However, a Class of
8 unsecured priority claim holders may vote to accept deferred
9 cash payments of a value, as of the Effective Date, equal to
10 the allowed amount of such Claim. **The Debtor has no Claims of**
11 **the type identified in Code Sections 507(a)(3), (4), (5), (6),**
12 **and (7).**

13 3. Classes of General Unsecured Claims

14 General unsecured claims are unsecured claims not entitled
15 to priority under Code Section 507(a).

16 The following chart identifies the Plan's treatment of the
17 classes containing all of Debtor's General Unsecured Claims:⁴

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<u>CLASS #</u>	<u>DESCRIPTION</u>	<u>IMPAIRED</u> <u>(Y/N)</u>	<u>TREATMENT</u>
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28 ⁴ The Debtor reserves its right to object to any of the Claims filed by the following Creditors on any reasonable grounds.

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<p>3</p>	<p>General unsecured claims</p> <ul style="list-style-type: none"> · Total amt of claims = \$26,319.44 	<p>y</p> <p>Impaired non-insider claims in this class are entitled to vote on the plan</p>	<p>Pymt interval = Monthly</p> <ul style="list-style-type: none"> · Est. pymt amt/interval = \$42 · Balloon pymt = \$26,319.44 · Begin date = 6/15/2010 · End date = 12/14/2013 · Interest rate % = 3% · Total payout = \$29,083 <p>Claim will be paid over 42 months beginning at \$42 per month on 100% of a principal balance of \$26,319.44 or Class 3 Claimants may elect to receive 50% of their claim 12 months after the Effective Date as payment in full.</p> <ul style="list-style-type: none"> · Treatment of lien = Lien is converted to a promissory note.
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Class 3 consists of the Allowed Claims of the General Unsecured Creditors. Class 3 is impaired under the Plan. In full and complete satisfaction of the Class 3 Claim, the Class 3 Claimant shall be treated as follows: On or before the Effective Date, the Debtor shall execute a promissory note with each holder of a Class 3 Claim. Interest shall accrue on the promissory Note at an interest rate of 3% interest-only beginning on the Effective Date. The first (1st) payment shall be due on the fifteenth (15th) day of the first (1st) full month following the Effective Date, and shall be in an amount equal to a percentage of a full monthly installment payment derived from the number of days remaining in the month in which

1 the Effective Date occurs (the numerator) divided by the number
2 of days in the month in which the Effective Date occurs (the
3 denominator). Commencing on the fifteenth (15th) day of each
4 month thereafter through the forty second (42nd) month
5 following the Effective Date, the Reorganized Debtor shall make
6 equal monthly payments of interest to the Class 3 Claimant.
7 The Promissory Note shall be due and payable forty two (42)
8 months following the Effective Date, excepting that the Class 3
9 Claimants may elect to receive a one time lump sum payment
10 equal to fifty percent (50%) of their allowed claim as payment
11 in full on the 12th month following the Effective Date. In the
12 event of a sale of the Mammoth Property the Class 3 Claimants
13 Claims shall be payable at close of escrow. In the event funds
14 are not sufficient to pay the Class 3 Claimants upon sale of
15 the Mammoth Property, the Class 3 Claimants shall receive a
16 pro-rata share of the funds available by dividing the total
17 amount of money each Class 3 Claimant is owed by the sum of the
18 Class 3 Claimants claim and multiplying that percentage by the
19 amount of money available to pay the Class 3 Claimants after
20 sale of the Mammoth Property.

21 Nothing in the Plan shall enhance or otherwise increase
22 the rights of the holder of the Class 3 claim to seek recovery
23 on its claim as against any party other than the Reorganized
24 Debtor.

25 4. Classes of Interest Holders

26 Interest holders are the parties who hold ownership
27 interest (i.e., equity interest) in the debtor. If the debtor
28 is a corporation, entities holding preferred or common stock in

1 the debtor are the interest holders. If the debtor is a
2 partnership, the interest holders include both general and
3 limited partners. If the debtor is an individual, the debtor
4 is the interest holder. The following chart identifies the
5 Plan's treatment of the class of interest holders.

<u>CLASS #</u>	<u>DESCRIPTION</u>	<u>IMPAIRED</u> <u>(Y/N)</u>	<u>TREATMENT</u>
4	Interest holders There are 61 interest holders whose names and percentage interest are listed in Exhibit F	Insider; claims in this class are not entitled to vote on the Plan	Class 4 is unimpaired under the Plan and will receive the pro-rata share of monies available after payment to classes 1,2,and 3 based upon each Class 4 Claimants percentage interest in the Reorganized Debtor, which shall be the same as their percentage interest in the Debtor.

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18 Notwithstanding any other provision of the Plan, no
19 payments or Distributions shall be made on account of any
20 Disputed Claim or Disputed Interest until such Claim or
21 Interest becomes an Allowed Claim or Allowed Interest, and then
22 only to the extent it becomes an Allowed Claim or Allowed
23 Interest. Any Proof of Claim or Proof of Interest filed which
24 differs from the Scheduled amount is deemed to be a Disputed
25 Claim or Disputed Interest.

26 **9. Resolution of the State Court Actions**

27 The Debtor has removed its state court action MAMMOTH
28 CORONA I , a California limited liability company; MAMMOTH

1 EQUITIES, LLC, a Nevada limited liability company; and ROBERT
2 L. WISH, an individual, vs. U.S. Bank, N.A. a national banking
3 association as successor in interest to PFF BANK & TRUST; and
4 DOES 1 through 100, inclusive, "case No. RIC538125 to federal
5 court as an adversary proceeding, case No. AP-09-1803RK. The
6 Debtor intends to seek damages of \$13,000,000 in the adversary
7 proceeding and any recovery under the adversary proceeding will
8 be utilized to pay the Class 1, 2, and 3, creditors.

9 **D. Means of Effectuating the Plan**

10 **1. Funding for the Plan**

11 The Plan will be funded by the following: The Reorganized
12 Debtor shall make all payments due under the Plan out of the
13 funds on hand in the Debtor's Estate as of the Effective Date,
14 the new value contribution, through the Net Operating Income
15 generated by the lease revenue and or the eventual sale or
16 refinance of the Mammoth Property. The Debtor believes that
17 Mammoth Property will generate lease revenue sufficient to make
18 the monthly payments required under the plan.

19 **2. Post-Confirmation Management**

20 Mammoth Equities Property Management Group who is the
21 current property manager will be retained as post-confirmation
22 management. Its duties will include supervision of the on-site
23 manager, contracting with contractors and repairmen for
24 maintenance and repairs, prosecuting unlawful detainer actions
25 and attempting to collect rents from those tenants who do not
26 pay the on-site manager, paying bills, and maintaining books
27 and records for the property.

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1 **3. Disbursing Agent**

2 The Debtor shall act as the Disbursing Agent for the
3 purpose of making all distributions provided for under the
4 Plan. The Disbursing Agent shall serve without bond and shall
5 receive no compensation for distribution services rendered and
6 expenses incurred pursuant to the Plan.

7 **E. Risk Factors**

8 The proposed Plan has the following risks which could
9 adversely impact the Debtor's ability to make Plan payments:
10 (1) there is a possibility of default, i.e., possibility of
11 inability to pay Plan payments, (2) the financial projections
12 provided by the Plan Proponent may not be realized, (3) the
13 business environment and rental market may decline from its
14 present level, (4) competition with the Debtor in the rental
15 market may increase, (5) the legal environment in terms of laws
16 and regulations could change and have a negative impact upon
17 the Debtor, (6) the reorganized Debtor could be sued and the
18 costs and expenses of litigation could impact the Debtor's
19 financial circumstances.

20 **F. Other Provisions of the Plan**

21 **1. Executory Contracts and Unexpired Leases**

22 **a. Assumptions**

23 The following are the unexpired leases and executory
24 contracts to be assumed as obligations of the reorganized
25 Debtor under this Plan (see Exhibit D for more detailed
26 information on unexpired leases and executory contracts to be
27 assumed):

28 No leases shall be assumed.

1 The Reorganized Debtor shall assume the "Mammoth Equities
2 Property Management Group" property management contract in
3 accordance with the provisions as set forth in the existing
4 contract.

5 On the Effective Date, the unexpired leases referenced
6 above (if any) and the executory contract referenced above
7 shall be assumed as obligations of the reorganized Debtor. The
8 Order of the Court confirming the Plan shall constitute an
9 Order approving the assumption of the lease and executor
10 contract listed above. If you are a party to a lease or
11 contract to be assumed and you object to the assumption of your
12 lease or contract, you must file and serve your objection to
13 the Plan within the deadline for objecting to the confirmation
14 of the Plan. See Section {I.B.3.} of this document for the
15 specific date.

16 **b. Rejections**

17 On the Effective Date, the following executory contracts
18 and unexpired leases will be rejected: None

19 The Order Confirming the Plan shall constitute an Order
20 approving the rejection of the lease or contract. If you are a
21 party to a contract or lease to be rejected and you object to
22 the rejection of your contract or lease, you must file and
23 serve your objection to the Plan within the deadline for
24 objecting to the confirmation of the Plan. See Section
25 {I.B.3.} of this document for the specific date.

26 THE BAR DATE FOR FILING A PROOF OF CLAIM BASED ON A CLAIM
27 ARISING FROM THE REJECTION OF A LEASE OR CONTRACT IS - not
28 applicable. Any claim based on the rejection of a contract or

1 lease will be barred if the proof of claim is not timely filed,
2 unless the Court later orders otherwise.

3 **2. Changes in Rates Subject To Regulatory Commission**
4 **Approval**

5 This Debtor is not subject to governmental regulatory
6 commission approval of its rates.

7 **3. Retention of Jurisdiction**

8 The Court will retain jurisdiction to the extent provided
9 by law.

10 **G. Tax Consequences of Plan**

11 CREDITORS AND INTEREST HOLDERS CONCERNED WITH HOW THE
12 PLAN MAY AFFECT THEIR TAX LIABILITY SHOULD CONSULT WITH THEIR
13 OWN ACCOUNTANTS, ATTORNEYS, AND/OR ADVISORS. The following
14 disclosure of possible tax consequences is intended solely for
15 the purpose of alerting readers about possible tax issues this
16 Plan may present to the Debtor. The Proponent CANNOT and DOES
17 NOT represent that the tax consequences contained below are the
18 only tax consequences of the Plan because the Tax Code embodies
19 many complicated rules which make it difficult to state
20 completely and accurately all the tax implications of any
21 action.

22 The following are the tax consequences which the Plan will
23 have on the Debtor's tax liability:

24 The Debtor does not believe that confirmation or consummation
25 of the Debtor's Plan will have any tax consequences to the
26 Debtor.

27 Creditors and interest holders are advised to consult with
28 their own tax advisors respecting the tax consequences, if any,

1 of the Plan, including state and local tax consequences.

2 **IV.**

3 **CONFIRMATION REQUIREMENTS AND PROCEDURES**

4 PERSONS OR ENTITIES CONCERNED WITH CONFIRMATION OF THIS PLAN
5 SHOULD CONSULT WITH THEIR OWN ATTORNEYS BECAUSE THE LAW ON
6 CONFIRMING A PLAN OF REORGANIZATION IS VERY COMPLEX. The
7 following discussion is intended solely for the purpose of
8 alerting readers about basic confirmation issues, which they
9 may wish to consider, as well as certain deadlines for filing
10 claims. The Proponent CANNOT and DOES NOT represent that the
11 discussion contained below is a complete summary of the law on
12 this topic.

13 Many requirements must be met before the Court can confirm
14 a Plan. Some of the requirements include that the Plan must be
15 proposed in good faith, acceptance of the Plan, whether the
16 Plan pays creditors at least as much as creditors would receive
17 in a Chapter 7 liquidation, and whether the Plan is feasible.
18 These requirements are not the only requirements for
19 confirmation.

20 **A. Who May Vote or Object**

21 **1. Who May Object to Confirmation of the Plan**

22 Any party in interest may object to the confirmation of
23 the Plan, but as explained below not everyone is entitled to
24 vote to accept or reject the Plan.

25 **2. Who May Vote to Accept/Reject the Plan**

26 A creditor or interest holder has a right to vote for or
27 against the Plan if that creditor or interest holder has a
28 claim which is both (1) allowed or allowed for voting purposes

1 and (2) classified in an impaired class.

2 **a. What Is an Allowed Claim/Interest**

3 As noted above, a creditor or interest holder must first
4 have an allowed claim or interest to have the right to vote.
5 Generally, any proof of claim or interest will be allowed,
6 unless a party in interest brings a motion objecting to the
7 claim. When an objection to a claim or interest is filed, the
8 creditor or interest holder holding the claim or interest
9 cannot vote unless the Court, after notice and hearing, either
10 overrules the objection or allows the claim or interest for
11 voting purposes.

12 THE BAR DATE FOR FILING A PROOF OF CLAIM IN THIS CASE IS

13 A creditor or interest holder may have an allowed claim or
14 interest even if a proof of claim or interest was not timely
15 filed. A claim is deemed allowed if (1) it is scheduled on the
16 Debtor's schedules and such claim is not scheduled as disputed,
17 contingent, or unliquidated, and (2) no party in interest has
18 objected to the claim. An interest is deemed allowed if it is
19 scheduled and no party in interest has objected to the
20 interest. Consult Exhibits F through L to see how the
21 Proponent has characterized your claim or interest.

22 **b. What Is an Impaired Claim/Interest**

23 As noted above, an allowed claim or interest only has the
24 right to vote if it is in a class that is impaired under the
25 Plan. A class is impaired if the Plan alters the legal,
26 equitable, or contractual rights of the members of that class.
27 For example, a class comprised of general unsecured claims is
28 impaired if the Plan fails to pay the members of that class

1 100% of what they are owed.

2 In this case, the Proponent believes that classes 1, 2,
3 and Class 3 Claimants are non-insider classes that are impaired
4 and that holders of claims in each of these classes are
5 therefore entitled to vote to accept or reject the Plan. The
6 Proponent believes that there are no classes that are
7 unimpaired. Holders of claims in unimpaired classes do not have
8 the right to vote to accept or reject the Plan. Parties who
9 dispute the Proponent's characterization of their claim or
10 interest as being impaired or unimpaired may file an objection
11 to the Plan contending that the Proponent has incorrectly
12 characterized the class.

13 **3. Who Is Not Entitled to Vote**

14 The following four types of claims are not entitled to
15 vote: (1) claims that have been disallowed; (2) claims in
16 unimpaired classes; (3) claims entitled to priority pursuant to
17 Code sections 507(a)(1), (a)(2), and (a)(8); and (4) claims in
18 classes that do not receive or retain any value under the Plan.
19 Claims in unimpaired classes are not entitled to vote because
20 such classes are deemed to have accepted the Plan. Claims
21 entitled to priority pursuant to Code sections 507(a)(1),
22 (a)(2), and (a)(7) are not entitled to vote because such claims
23 are not placed in classes and they are required to receive
24 certain treatment specified by the Code. Claims in classes
25 that do not receive or retain any value under the Plan do not
26 vote because such classes are deemed to have rejected the Plan.
27 EVEN IF YOUR CLAIM IS OF THE TYPE DESCRIBED ABOVE, YOU MAY
28 STILL HAVE A RIGHT TO OBJECT TO THE CONFIRMATION OF THE PLAN.

1 **4. Who Can Vote in More Than One Class**

2 A creditor whose claim has been allowed in part as a
3 secured claim and in part as an unsecured claim is entitled to
4 accept or reject a Plan in both capacities by casting one
5 ballot for the secured part of the claim and another ballot for
6 the unsecured claim.

7 **5. Votes Necessary to Confirm the Plan**

8 If impaired classes exist, the Court cannot confirm the
9 Plan unless (1) at least one impaired class has accepted the
10 Plan without counting the votes of any insiders within that
11 class, and (2) all impaired classes have voted to accept the
12 Plan, unless the Plan is eligible to be confirmed by "cramdown"
13 on non-accepting classes, as discussed later in Section
14 {IV.A.8.}.

15 **6. Votes Necessary for a Class to Accept the Plan**

16 A class of claims is considered to have accepted the Plan
17 when more than one-half (1/2) in number and at least two-thirds
18 (2/3) in dollar amount of the claims which actually voted,
19 voted in favor of the Plan. A class of interests is considered
20 to have "accepted" the Plan when at least two-thirds (2/3) in
21 amount of the interest-holders of such class which actually
22 voted, voted to accept the Plan.

23 **7. Treatment of Nonaccepting Classes**

24 As noted above, even if all impaired classes do not accept
25 the proposed Plan, the Court may nonetheless confirm the Plan
26 if the nonaccepting classes are treated in the manner required
27 by the Code. The process by which nonaccepting classes are
28 forced to be bound by the terms of a Plan is commonly referred

1 to as "cramdown." The Code allows the Plan to be "crammed
2 down" on nonaccepting classes of claims or interests if it
3 meets all consensual requirements except the voting
4 requirements of 1129(a)(8) and if the Plan does not
5 "discriminate unfairly" and is "fair and equitable" toward each
6 impaired class that has not voted to accept the Plan as
7 referred to in 11 U.S.C. § 1129(b) and applicable case law.

8 **8. Request for Confirmation Despite Nonacceptance by Impaired**
9 **Class(es)**

10 The party proposing this Plan will ask the Court to
11 confirm this Plan by cramdown on impaired classes 1, and 2, if
12 any of these classes do not vote to accept the Plan.

13 **B. Liquidation Analysis**

14 Another confirmation requirement is the "Best Interest
15 Test", which requires a liquidation analysis. Under the Best
16 Interest Test, if a claimant or interest holder is in an
17 impaired class and that claimant or interest holder does not
18 vote to accept the Plan, then that claimant or interest holder
19 must receive or retain under the Plan property of a value not
20 less than the amount that such holder would receive or retain
21 if the Debtor were liquidated under Chapter 7 of the Bankruptcy
22 Code.

23 In a Chapter 7 case, the Debtor's assets are usually sold
24 by a Chapter 7 trustee. Secured creditors are paid first from
25 the sales proceeds of properties on which the secured creditor
26 has a lien. Administrative claims are paid next. Next,
27 unsecured creditors are paid from any remaining sales proceeds,
28 according to their rights to priority. Unsecured creditors

1 with the same priority share in proportion to the amount of
2 their allowed claim in relationship to the amount of total
3 allowed unsecured claims. Finally, interest holders receive
4 the balance that remains after all creditors are paid, if any.
5 For the Court to be able to confirm this Plan, the Court must
6 find that all creditors and interest holders who do not accept
7 the Plan will receive at least as much under the Plan as such
8 holders would receive under Chapter 7 liquidation. The Plan
9 Proponent maintains that this requirement is met here for the
10 following reasons: The Debtor's primary asset is the Mammoth
11 Property, along with the Mammoth Adversary Action against U.S.
12 Bank as successor in interest to PFF Bank and Trust. The
13 Mammoth Property is encumbered by a first-priority lien in
14 favor of U.S. Bank, the holder of the U.S. BANK NOTE. The
15 Debtor estimates the balance of the U.S. BANK NOTE as of the
16 Effective Date will be approximately \$14,673,000. Based upon
17 the Debtor's estimate, the liquidated value of Mammoth Property
18 is \$11,010,000. Assuming that in a Chapter 7 proceeding, the
19 liquidation value could be obtained, and further assuming that
20 there would be normal costs of sale and other costs of
21 administration attendant to the Chapter 7 proceeding, there
22 would not be sufficient proceeds generated by a sale of the
23 Property to even pay the U.S. BANK NOTE. The conclusion that
24 necessarily follows is that Unsecured Creditors of the Debtor's
25 Estate would not receive any distribution were this Chapter 11
26 proceeding converted to one under Chapter 7 of the Code. The
27 plan, which provides for a distribution to Unsecured Creditors,
28 clearly provides a greater return to Unsecured Creditors than

1 that which would be achieved in a Chapter 7. Consequently, the
2 Debtor believe that the Plan, as proposed, provides to
3 Unsecured Creditors more than they would receive were the
4 Debtor's Case converted to one under chapter 7 of the Code. The
5 Plan proposes to pay general unsecured creditors approximately
6 100% of their total claims while a liquidation of the Debtor's
7 estate would result in a 0% dividend. In a Chapter 7 case, a
8 trustee is appointed and entitled to compensation from the
9 Bankruptcy estate in an amount not to exceed 25% on the first
10 \$5,000 of moneys disbursed, 10% on any amount over \$5,000 but
11 less than \$50,000, 5% on any amount over \$50,000 but not in
12 excess of \$1 million and 3% on all amounts over \$1 million. In
13 this case, the trustee's compensation is estimated to equal
14 \$364,800 based upon a liquidated value of the Mammoth Property
15 of \$11,010,000 which is equal to 75% of the fair market value
16 of the Property. Through the Plan however, no trustee's
17 compensation will be incurred.

18 Below is a demonstration, in balance sheet format, that
19 all creditors and interest holders will receive at least as
20 much under the Plan as such creditor or interest holder would
21 receive under Chapter 7 liquidation. (See Exhibit A for a
22 detailed explanation of how the following assets are valued.
23 This information is provided by the Debtor.) For purposes of
24 the liquidation analysis, the state court action has been given
25 a zero value as it is unlikely a chapter 7 trustee would fund
26 the litigation.

27 **ASSETS VALUED AT LIQUIDATION VALUES**

ASSETS AT LIQUIDATION VALUE	LIQUIDATION VALUE	DEBTOR'S BASIS FOR LIQUIDATION VALUE
Cash on hand	\$0	
Mammoth Property	\$11,010,000	
Adversary Proceeding	0	
Recovery From Avoidance Actions	\$.00	The Debtor does not anticipate that there will be any Avoidance Actions filed. Any recovery from Avoidance Actions will be utilized to pay the Class 1, 2, and 3 creditors in full.
Total Assets At Liquidation Value	\$11,010,000	
LESS LIABILITIES IN CHAPTER 7 CASE		
Less: Secured Creditor Recovery 1 ⁵	\$14,674,724	
Less: Chapter 7 trustee's fees and expenses	\$364,800	
Less: Chapter 11 administrative expenses		
Corcovelos Law Group	\$1,000	
Clerk of Court Fees \$200.00	\$250	
UST Fees \$500.00	\$500	
Less: Priority Claims	\$.00	
Balance for unsecured Claims	\$.00	

5

U.S. BANK NOTE on Effective date	\$14,673,000
New Life Carpets	\$1,724
TOTAL	\$14,674,724

28

ASSETS AT LIQUIDATION VALUE	LIQUIDATION VALUE	DEBTOR'S BASIS FOR LIQUIDATION VALUE
Total amount of Unsecured Claims	\$26,319.44	
% OF THEIR CLAIMS WHICH UNSECURED CREDITORS ⁶ WOULD RECEIVE OR RETAIN IN A CHAPTER 7 LIQUIDATION:⁷	0.00%	
% OF THEIR CLAIMS WHICH UNSECURED CREDITORS WILL RECEIVE OR RETAIN UNDER THIS PLAN:	One Hundred Percent of their Allowed Claim	

Below is a demonstration, in tabular format, that all Creditors and interest holders will receive at least as much under the Plan as such Creditor or holder would receive under a Chapter 7 liquidation.

⁶

Proceeds From Liquidation of the Mammoth Property	\$11,010,000
Less: U.S. BANK NOTE	(14,673,000)
Less: Mechanics Liens	(\$1,724)
Balance Available for Chapter 7 Administrative Fees and Costs (\$364,800), Chapter 11 Administrative Fees and Costs (\$1,750.00)	\$0
Balance for Unsecured Claims	\$.00

⁷ Note: If this percentage is greater than the amount to be paid to the unsecured Creditors on a "present value basis" under the Plan, the Plan is not confirmable unless Proponent obtains acceptance by every Creditors in an impaired class.

<u>CLAIMS AND CLASSES</u>	<u>PAYOUT PERCENTAGE UNDER THE PLAN</u>	<u>PAYOUT PERCENTAGE IN CHAPTER 7 LIQUIDATION</u>
Administrative Claims	100.00%	Estimated funds available for Administrative Claims would be \$0 (Chapter 7 Administrative Fees and Costs are estimated at \$252,750 and Chapter 11 Administrative Fees and Costs are estimated at \$1,750.00)
Class 1 - U.S. Bank .	100.00%	78%
Class 2 - New Life Carpets	100.00%	0%
Class 3 - General Unsecured Creditors.	50% to 100%	0%
Class 4 - Interest Holders	To receive pro-rata distribution of remaining Proceeds after payment of all Allowed Administrative Claims, all Allowed Secured Claims, all Allowed Priority Claims and all Allowed Unsecured Claims	00%

C. Feasibility

Another requirement for confirmation involves the feasibility of the Plan, which means that confirmation of the Plan is not likely to be followed by the liquidation, or the need for further financial reorganization, of the Debtor or any successor to the Debtor under the Plan, unless such liquidation

1 or reorganization is proposed in the Plan.

2 There are at least two important aspects of a feasibility
3 analysis. The first aspect considers whether the Debtor will
4 have enough cash on hand on the Effective Date of the Plan to
5 pay all the claims and expenses which are entitled to be paid
6 on such date. The Plan Proponent maintains that this aspect of
7 feasibility is satisfied as illustrated here:

8	Cash Debtor will have on hand by Effective Date	<u>\$300,000</u>
9	To Pay: Administrative claims	<u>\$1,750.00</u>
10	To Pay: Statutory costs & charges	<u>00.00</u>
11	Balance after paying these amounts.....	<u>\$298,250</u>

12 The sources of the cash Debtor will have on hand by the
13 Effective Date, as shown above are:

14	<u>+\$300,000</u>	Approximate cash in Debtors DIP account
15	<u>\$300,000.00</u>	Total

16 The second aspect considers whether the Proponent will
17 have enough cash over the life of the Plan to make the required
18 Plan payments.

19 The Proponent has provided financial projections. Please
20 refer to Exhibit C for the relevant financial projections. YOU
21 ARE ADVISED TO CONSULT WITH YOUR ACCOUNTANT OR FINANCIAL
22 ADVISOR IF YOU HAVE ANY QUESTIONS PERTAINING TO THESE FINANCIAL
23 PROJECTIONS.

24 In summary, the Plan proposes to pay the Class 1,2,and
25 creditors through the net revenues generated from the leasing
26 of the Mammoth Property beginning on the Effective date and or
27 through the eventual sale or refinance of the Mammoth Property.

28 The final payment under the Plan is expected to be paid on

1 December 14, 2013. The Plan Proponent contends that Debtor's
2 financial projections are feasible.

3 **V. EFFECT OF CONFIRMATION OF PLAN**

4 A. Discharge

5 This Plan provides that upon confirmation of the plan,
6 Debtor shall be discharged of liability for payment of debts
7 incurred before confirmation of the Plan to the extent
8 specified in 11 U.S.C. § 1141. However, the discharge will not
9 discharge any liability imposed by the Plan.

10 **B. Revesting of Property in the Debtor**

11 Except as provided in Section {V.E.}, and except as
12 provided elsewhere in the Plan, the confirmation of the Plan
13 revests all of the property of the estate in the Debtor.

14
15 **C. Modification of Plan**

16 The Proponent of the Plan may modify the Plan at any time
17 before confirmation. However, the Court may require a new
18 disclosure statement and/or re-voting on the Plan.

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

23 **D. Post-Confirmation Status Report**

24 Within 120 days of the entry of the order confirming the
25 Plan, Plan Proponent shall file a status report with the Court
26 explaining what progress has been made toward consummation of
27 the confirmed Plan. The status report shall be served on the
28 United States Trustee, the twenty largest unsecured creditors,

1 and those parties who have requested special notice. Further
2 status reports shall be filed every 120 days and served on the
3 same entities.

4 **E. Post-Confirmation Conversion/Dismissal**

5 A creditor or party in interest may bring a motion to
6 convert or dismiss the case under § 1112(b), after the Plan is
7 confirmed, if there is a default in performing the Plan. If
8 the Court orders the case converted to Chapter 7 after the Plan
9 is confirmed, then all property that had been property of the
10 Chapter 11 estate, and that has not been disbursed pursuant to
11 the Plan, will revert in the Chapter 7, estate. The automatic
12 stay will be reimposed upon the reverted property, but only to
13 the extent that relief from stay was not previously authorized
14 by the Court during this case.

15 The order confirming the Plan may also be revoked under
16 very limited circumstances. The Court may revoke the order if
17 the order of confirmation was procured by fraud and if a party
18 in interest brings an adversary proceeding to revoke
19 confirmation within 180 days after the entry of the order of
20 confirmation.

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VI.

SUPPORTING DECLARATIONS

DECLARATION OF ROBERT WISH

I, Robert Wish, declare as follows:

I am the managing member of Mammoth Equities LLC, the Manager of the debtor and debtor in possession in the bankruptcy case of In re. MAMMOTH CORONA I LLC, Case No. 8:09-bk-21220-RK-

1. I make this declaration in support of approval of Debtor's Disclosure Statement Describing Debtor's Chapter 11 Plan of Reorganization (the "Disclosure Statement"). I have personal knowledge of the matters set forth in this Declaration and if called upon to testify, I could and would testify competently thereto.

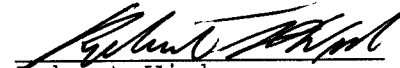
2. I have read the Disclosure Statement and, to the best of my knowledge, all of the information contained therein is true and correct.

3. I have solicited the Interest holders and between them and myself we will contribute \$300,000 in New Value to fund the plan.

4. In the event the court determines there is a deficiency on any portion of the Class 1 claimants claim and that the plan by reason of the deficiency is not confirmable, I have solicited the Interest Holders and an additional New Value contribution will be funded by myself and the Interest Holders to pay the deficiency claim in full on the Effective Date such that all of the Class 1 Claim is 100% secured

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

4 Executed on March 12th, 2010 at San Juan Capistrano,
5 California.

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7 Robert Wish

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EXHIBIT A - LIST OF ALL ASSETS

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2 1) A three-story 100% improved 57,204 square foot multi
3 tenant office building with all office space built out,
4 divisible down to two office suites, designed for maximum
5 flexibility and ready for occupancy located at 4750 Green River
6 Road, Corona, California totaling further described below:

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8 Foundation: Poured Concrete
9 Construction: Steel
10 Exterior
11 Walls Walls are concrete paneled
12 Windows: Glass and concrete/Aluminum frame dual pane
13 tinted glass
14 Roof: Peaked steel plate joist system
15 Walls: Painted drywall with variations to tenant
16 specifications
17 Floor Coverings: Commercial grade short loop carpet over
18 concrete
19 Ceilings: Typically suspended acoustic ceiling pads
20 Lighting: Suspended and recessed fluorescent and
21 incandescent lighting
22 HVAC: Roof-top mounted head pump systems operated
23 by thermostats and time clocks
24 Electrical: 1200 amp, 227/480V, 3-phase, 4-wire.
25 Tenant spaces are separately measured for
26 electrical - each tenant has its own
27 electric meter
28 Restrooms: One men's and one women's restroom per

1 floor

2 Fire Protection: 100% wet sprinkler system

3 Elevators: Two 3,500 lb. capacity Otis hydraulic

4 Parking Ratio: 1/3.30

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6 2) Personal Property consisting of furniture fixtures and
7 equipment

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9 3) Mammoth Adversary Proceeding

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1 **EXHIBIT B - List of Litigation**

2 1. MAMMOTH CORONA I , a California limited liability company;
3 MAMMOTH EQUITIES, LLC, a Nevada limited liability company; and
4 ROBERT L. WISH, an individual, vs U.S. Bank, N.A. a national
5 banking association as successor in interest to PFF BANK &
6 TRUST; and DOES 1 through 100, inclusive, "case No. AP-09-
7 1803RK.

8 2. The June 12, 2009, non-judicial foreclosure proceedings
9 initiated by U.S. Bank against the Debtor.

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EXHIBIT C - FINANCIAL PROJECTIONS

This information is supplied by the Debtor and is based on Debtors development experience.

MAMMOTH CORONA I LLC Financial Projections

CORONA PROFESSIONAL BUILDING

4740 Green River Road

Corona California

Schedule Of Prospective Cash Flow

3.5 Year Projections

For the Months	PLAN START											
	Month 1 Jul-2010 61%	Month 2 Aug-2010 62%	Month 3 Sep-2010 56%	Month 4 Oct-2010 62%	Month 5 Nov-2010 67%	Month 6 Dec-2010 78%	Month 7 Jan-2011 81%	Month 8 Feb-2011 82%	Month 9 Mar-2011 85%	Month 10 Apr-2011 84%	Month 11 May-2011 87%	
Actual Occupancy												
Potential Gross Revenue												
Base Rental Revenue	\$151,614	\$151,526	\$151,924	\$153,954	\$153,711	\$153,957	\$154,097	\$154,093	\$154,099	\$154,106	\$154,159	
Absorption & Turnover Vacancy	(63,925)	(59,934)	(57,689)	(67,949)	(59,129)	(52,545)	(34,237)	(30,668)	(28,354)	(23,688)	(25,032)	
Base Rent Abatements	(6,569)	(1,350)	(2,925)	(7,833)	(7,872)	(6,822)	(8,987)	(11,236)	(4,599)	(6,341)	(2,160)	
Scheduled Base Rental Revenue	81,120	90,242	91,310	78,172	86,710	94,590	110,873	112,189	121,146	124,077	126,967	
Expense Reimbursement Revenue				9	2	13	13	16	16	18	8	
Billboard Income	5,000	5,000	5,000	5,075	5,075	5,075	5,075	5,075	5,075	5,075	5,075	
Remax Sign Income	200	200	200	203	203	203	203	203	203	203	203	
Janitorial Income	2,674	2,839	2,934	2,590	2,954	3,250	4,104	4,265	4,372	4,604	4,542	
Total Potential Gross Revenue	88,994	98,281	99,444	86,049	94,944	103,131	120,268	121,748	130,812	133,977	136,795	
General Vacancy												
Collection Loss	(1,139)	(1,140)	(1,139)	(1,139)	(1,139)	(1,140)	(1,929)	(1,929)	(1,929)	(1,929)	(1,929)	
Effective Gross Revenue	87,855	97,141	98,305	84,910	93,805	101,991	118,339	119,819	128,883	132,048	134,866	
Operating Expenses												
Alarm Monitoring	250	250	250	250	250	250	250	250	250	250	250	
Elevator Maintenance	600	600	600	600	600	600	600	600	600	600	600	
HVAC	900	900	900	900	900	900	900	900	900	900	900	
Insurance	1,330	1,330	1,330	1,330	1,330	1,330	1,330	1,330	1,330	1,330	1,330	
Janitorial	500	500	500	500	500	500	500	500	500	500	500	
Landscaping	1,300	1,300	1,300	1,300	1,300	1,300	1,300	1,300	1,300	1,300	1,300	
Maintenance & Repairs	1,467	1,467	1,467	1,467	1,467	1,467	1,467	1,467	1,467	1,467	1,467	
Pool/Fountain Maint	450	450	450	450	450	450	450	450	450	450	450	
Property Mgmt Fee	4,393	4,857	4,915	4,246	4,690	5,100	5,917	5,991	6,444	6,602	6,743	
Property Taxes						83,549				83,549		
Security Patrol	400	400	400	400	400	400	400	400	400	400	400	
Sweeping	390	390	390	390	390	390	390	390	390	390	390	
Trash Removal	310	310	310	310	310	310	310	310	310	310	310	
Utilities	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	
NR Advertising	250	250	250	250	250	250	250	250	250	250	250	
NR Directories/Door Names	285	285	285	285	285	285	285	285	285	285	285	
NR Janitorial	690	690	690	690	690	690	690	690	690	690	690	
NR Janitorial - Single Rooms	300	300	300	300	300	300	300	300	300	300	300	
NR Leasing Exp	2,800	2,800	2,800	2,800	2,800	2,800	2,800	2,800	2,800	2,800	2,800	
NR Maintenance & Repairs	1,333	1,333	1,333	1,333	1,333	1,333	1,333	1,333	1,333	1,333	1,333	
NR Turnover Exp	400	400	400	400	400	400	400	400	400	400	400	
NR Utilities	500	500	500	500	500	500	500	500	500	500	500	
OPERATING EXPENSES	1,750	1,750	1,750	1,750	1,750	1,750	1,750	1,750	1,750	1,750	1,750	
Total Operating Expenses	23,098	23,562	23,620	22,951	23,395	107,354	24,622	24,696	25,149	108,856	25,448	
Net Operating Income	64,757	73,579	74,685	61,959	70,410	(5,363)	93,717	95,123	103,734	23,192	109,418	
Debt Service (Interest rate)	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.50%	5.50%	5.50%	5.50%	5.50%	
Interest Payments (Principal \$14,673,000)	61,138	61,138	61,138	61,138	61,138	61,138	67,251	67,251	67,251	67,251	67,251	
Class 2 - New Life Carpet Fully Amortized (pursuant reorg plan)	44	44	44	44	44	44	44	44	44	44	44	
Class 3 - Unsecured Creditors Interest (paid pursuant reorg plan)	42	42	42	42	42	42	42	42	42	42	42	
Class 3 - Unsecured Creditors Baloon in 42nd												
Total Debt Service	61,224	61,224	61,224	61,224	61,224	61,224	67,337	67,337	67,337	67,337	67,337	
Leasing & Capital Costs												
Tenant Improvements		600			914	1,116	3,296	530	407	222	457	
Leasing Commissions	2,588	6,448	5,314	493	8,894	8,461	18,948	4,800	4,192	4,891	1,740	
Capital Expenditures .12 sq ft	680	681	680	687	687	687	687	687	687	687	687	
Total Leasing & Capital Costs	3,268	7,729	5,994	1,180	10,495	10,264	22,931	6,017	5,286	5,800	2,884	
Cash Flow After Debt Service	\$266	\$4,627	\$7,468	(\$445)	(\$1,309)	(\$76,851)	\$3,449	\$21,769	\$31,111	(\$49,945)	\$39,197	
New Value Contribution \$300,000 to cover interest				\$445	\$1,309	\$76,851				\$49,945		
New Value Contribution Balance	\$300,000	\$300,000	\$307,468	\$307,023	\$305,715	\$228,864	\$232,313	\$254,082	\$285,192	\$235,247	\$274,444	
Cash Flow	\$266	\$4,627	\$7,468	\$0	\$0	\$0	\$3,449	\$21,769	\$31,111	\$0	\$39,197	
Cash Flow Before DS	\$61,489	\$65,850	\$68,691	\$60,779	\$59,915	(\$15,627)	\$70,786	\$89,106	\$98,448	\$17,392	\$106,534	
DSCR		1.08	1.12	0.99	0.98	-0.26	1.05	1.32	1.46	0.26	1.58	

Building Sale at 42nd Month --->

Cost of sale (2%)	
Pay off Unsecured Creditors Baloon in 42nd	
Pay off Principal	
Proceeds from Sale	

Building Sale at 42nd Month	\$16,007,370
Cost of sale (2%)	\$ 320,147
Pay off Unsecured Creditors Baloon in 42nd	\$ 26,319
Pay off Principal	\$14,673,000
Proceeds from Sale	\$ 987,903

Building Refinance at 42nd Month --->

Cost of refinance (2%)	
Pay off Unsecured Creditors Baloon in 42nd	
Pay off Principal	
Proceeds from Refinance	

Building Refinance at 42nd Month	\$15,500,000
Cost of refinance (2%)	\$310,000.00
Pay off Unsecured Creditors Baloon in 42nd	\$ 26,319
Pay off Principal	\$14,673,000
Proceeds from Refinance	\$ 490,681

	Month 12 Jun-2011 87%	Month 13 Jul-2011 91%	Month 14 Aug-2011 93%	Month 15 Sep-2011 93%	Month 16 Oct-2011 94%	Month 17 Nov-2011 99%	Month 18 Dec-2011 100%	Month 19 Jan-2012 97%	Month 20 Feb-2012 89%	Month 21 Mar-2012 87%	Month 22 Apr-2012 92%	Month 23 May-2012 91%
For the Months												
Actual Occupancy												
Potential Gross Revenue												
Base Rental Revenue	\$154,161	\$154,282	\$154,285	\$154,110	\$155,016	\$155,347	\$155,343	\$155,350	\$155,302	\$155,545	\$155,938	\$156,022
Absorption & Turnover Vacancy	(20,354)	(20,812)	(14,410)	(11,504)	(10,938)	(10,071)	(1,855)	(5,787)	(17,025)	(17,025)	(20,821)	(13,755)
Base Rent Abatements	(5,326)	(7,558)	(11,715)	(5,890)	(3,813)	(8,311)	(2,045)	(6,492)	(2,754)	(4,216)	(2,040)	(5,637)
Scheduled Base Rental Revenue	128,481	125,912	128,160	136,716	140,265	136,965	151,443	148,858	146,761	134,304	133,077	136,630
Expense Reimbursement Revenue	15	17	13	98	1,514	1,472	1,501	1,487	1,496	1,326	1,292	1,223
Billboard Income	5,075	5,075	5,075	5,075	5,151	5,151	5,151	5,151	5,151	5,151	5,151	5,151
Remax Sign Income	203	203	203	203	206	206						
Janitorial Income	4,778	4,755	5,084	5,233	5,352	5,398	5,852	5,957	5,649	5,050	4,862	5,234
Total Potential Gross Revenue	138,552	135,962	138,535	147,325	152,488	149,192	163,947	161,453	159,057	145,831	144,382	148,238
General Vacancy												
Collection Loss	(1,929)	(1,929)	(1,929)	(1,929)	(1,929)	(1,929)	(1,929)	(2,068)	(2,067)	(2,068)	(2,067)	(2,068)
Effective Gross Revenue	136,623	134,033	136,606	145,396	150,559	147,263	162,018	159,385	156,990	143,763	142,315	146,170
Operating Expenses												
Alarm Monitoring	250	250	250	250	250	250	250	250	250	250	250	250
Elevator Maintenance	600	600	600	600	600	600	600	600	600	600	600	600
HVAC	900	900	900	900	900	900	900	900	900	900	900	900
Insurance	1,330	1,330	1,330	1,330	1,330	1,330	1,330	1,330	1,330	1,330	1,330	1,330
Janitorial	500	500	500	500	500	500	500	500	500	500	500	500
Landscaping	1,300	1,300	1,300	1,300	1,300	1,300	1,300	1,300	1,300	1,300	1,300	1,300
Maintenance & Repairs	1,467	1,467	1,467	1,467	1,467	1,467	1,467	1,467	1,467	1,467	1,467	1,467
Pool/Fountain Maint	450	450	450	450	450	450	450	450	450	450	450	450
Property Mgmt Fee	6,831	6,702	6,830	7,270	7,528	7,363	8,101	7,969	7,850	7,188	7,116	7,309
Property Taxes							83,549				83,549	
Security Patrol	400	400	400	400	400	400	400	400	400	400	400	400
Sweeping	390	390	390	390	390	390	390	390	390	390	390	390
Trash Removal	310	310	310	310	310	310	310	310	310	310	310	310
Utilities	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500
NR Advertising	250	250	250	250	250	250	250	250	250	250	250	250
NR Directories/Door Names	285	285	285	285	285	285	285	285	285	285	285	285
NR Janitorial	690	690	690	690	690	690	690	690	690	690	690	690
NR Janitorial - Single Rooms	300	300	300	300	300	300	300	300	300	300	300	300
NR Leasing Exp	2,800	2,800	2,800	2,800	2,800	2,800	2,800	2,800	2,800	2,800	2,800	2,800
NR Maintenance & Repairs	1,333	1,333	1,333	1,333	1,333	1,333	1,333	1,333	1,333	1,333	1,333	1,333
NR Turnover Exp	400	400	400	400	400	400	400	400	400	400	400	400
NR Utilities	500	500	500	500	500	500	500	500	500	500	500	500
OPERATING EXPENSES	1,750	1,750	1,750	1,750	1,750	1,750	1,750	1,750	1,750	1,750	1,750	1,750
Total Operating Expenses	25,536	25,407	25,535	25,975	26,233	26,068	110,355	26,674	26,555	25,893	109,370	26,014
Net Operating Income	111,087	108,626	111,071	119,421	124,326	121,195	51,663	132,711	130,435	117,870	32,945	120,156
Debt Service (Interest rate)	5.00%	6.00%	6.00%	6.00%	6.00%	6.00%	6.00%	6.50%	6.50%	6.50%	6.50%	6.50%
Interest Payments (Principal \$14,673,000)	67,251	73,365	73,365	73,365	73,365	73,365	73,365	79,479	79,479	79,479	79,479	79,479
Class 2 - New Life Carpet Fully Amortized (pursuant reorg plan)	44	44	44	44	44	44	44	44	44	44	44	44
Class 3 - Unsecured Creditors Interest (paid pursuant reorg plan)	42	42	42	42	42	42	42	42	42	42	42	42
Class 3 - Unsecured Creditors Baloon in 42nd												
Total Debt Service	67,337	73,451	73,451	73,451	73,451	73,451	73,451	79,565	79,565	79,565	79,565	79,565
Leasing & Capital Costs												
Tenant Improvements	676		985	296	1,205	786	2,375	536			1,206	3,013
Leasing Commissions	3,594	3,502	8,755	4,561	6,807	2,608	7,875	1,777			3,999	9,996
Capital Expenditures .12 sq ft	687	687	687	688	694	694	694	694	694	694	694	694
Total Leasing & Capital Costs	4,957	4,189	10,427	5,545	8,706	4,088	10,944	3,007	694	694	5,899	13,703
Cash Flow After Debt Service	\$38,793	\$30,986	\$27,193	\$40,425	\$42,169	\$43,656	(\$32,732)	\$50,139	\$50,176	\$37,611	(\$52,519)	\$26,888
New Value Contribution \$300,000 to cover interest							\$32,732				\$52,519	
New Value Contribution Balance	\$313,237	\$344,223	\$371,416	\$411,841	\$454,010	\$497,666	\$464,934	\$515,073	\$565,249	\$602,860	\$550,342	\$577,230
Cash Flow	\$38,793	\$30,986	\$27,193	\$40,425	\$42,169	\$43,656	\$0	\$50,139	\$50,176	\$37,611	\$0	\$26,888
Cash Flow Before DS	\$106,130	\$104,437	\$100,644	\$113,876	\$115,620	\$117,107	\$40,719	\$129,704	\$129,741	\$117,176	\$27,046	\$106,453
DSCR	1.58	1.42	1.37	1.55	1.57	1.59	0.55	1.63	1.63	1.47	0.34	1.34

Building Sale at 42nd Month --->

Cost of sale (2%)	
Pay off Unsecured Creditors Baloon in 42nd	
Pay off Principal	
Proceeds from Sale	

Building Refinance at 42nd Month --->

Cost of refinance (2%)	
Pay off Unsecured Creditors Baloon in 42nd	
Pay off Principal	
Proceeds from Refinance	

	Month 24 Jun-2012 92%	Month 25 Jul-2012 92%	Month 26 Aug-2012 92%	Month 27 Sep-2012 92%	Month 28 Oct-2012 88%	Month 29 Nov-2012 85%	Month 30 Dec-2012 80%	Month 31 Jan-2013 83%	Month 32 Feb-2013 89%	Month 33 Mar-2013 93%	Month 34 Apr-2013 94%	Month 35 May-2013 94%
For the Months Actual Occupancy												
Potential Gross Revenue												
Base Rental Revenue	\$156,311	\$156,391	\$156,572	\$156,973	\$157,573	\$158,414	\$158,689	\$159,274	\$159,567	\$159,878	\$160,774	\$160,850
Absorption & Turnover Vacancy	(13,936)	(12,546)	(12,248)	(13,060)	(12,349)	(19,208)	(24,305)	(32,287)	(27,269)	(17,287)	(11,402)	(9,365)
Base Rent Abatements	(6,576)	(7,586)	(2,609)	(3,319)	(5,491)	(4,203)	(9,114)	(5,477)	(7,874)	(7,642)	(9,816)	(9,016)
Scheduled Base Rental Revenue	135,799	136,259	141,715	140,594	139,733	135,003	125,270	121,510	124,424	134,949	139,556	142,469
Expense Reimbursement Revenue	1,120	1,115	964	1,075	1,034	801	713	493	426	419	322	301
Billboard Income	5,152	5,151	5,151	5,151	5,228	5,228	5,229	5,228	5,228	5,229	5,228	5,229
Remax Sign Income												
Janitorial Income	5,202	5,268	5,287	5,251	5,371	5,001	4,739	4,340	4,589	5,102	5,416	5,526
Total Potential Gross Revenue	147,273	147,793	153,117	152,071	151,366	146,033	135,951	131,571	134,667	145,699	150,522	153,525
General Vacancy Collection Loss	(2,068)	(2,067)	(2,068)	(2,067)	(2,068)	(2,068)	(2,067)	(2,067)	(2,066)	(2,067)	(2,066)	(2,067)
Effective Gross Revenue	145,205	145,726	151,049	150,004	149,298	143,965	133,884	129,504	132,601	143,632	148,456	151,458
Operating Expenses												
Alarm Monitoring	250	250	250	250	250	250	250	250	250	250	250	250
Elevator Maintenance	600	600	600	600	600	600	600	600	600	600	600	600
HVAC	900	900	900	900	900	900	900	900	900	900	900	900
Insurance	1,330	1,330	1,330	1,330	1,330	1,330	1,330	1,330	1,330	1,330	1,330	1,330
Janitorial	500	500	500	500	500	500	500	500	500	500	500	500
Landscaping	1,300	1,300	1,300	1,300	1,300	1,300	1,300	1,300	1,300	1,300	1,300	1,300
Maintenance & Repairs	1,467	1,467	1,467	1,467	1,467	1,467	1,467	1,467	1,467	1,467	1,467	1,467
Pool/Fountain Maint	450	450	450	450	450	450	450	450	450	450	450	450
Property Mgmt Fee	7,260	7,286	7,552	7,500	7,465	7,198	6,694	6,475	6,630	7,182	7,423	7,573
Property Taxes							83,549				83,549	
Security Patrol	400	400	400	400	400	400	400	400	400	400	400	400
Sweeping	390	390	390	390	390	390	390	390	390	390	390	390
Trash Removal	310	310	310	310	310	310	310	310	310	310	310	310
Utilities	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500
NR Advertising	250	250	250	250	250	250	250	250	250	250	250	250
NR Directories/Door Names	285	285	285	285	285	285	285	285	285	285	285	285
NR Janitorial	690	690	690	690	690	690	690	690	690	690	690	690
NR Janitorial - Single Rooms	300	300	300	300	300	300	300	300	300	300	300	300
NR Leasing Exp	2,800	2,800	2,800	2,800	2,800	2,800	2,800	2,800	2,800	2,800	2,800	2,800
NR Maintenance & Repairs	1,333	1,333	1,333	1,333	1,333	1,333	1,333	1,333	1,333	1,333	1,333	1,333
NR Turnover Exp	400	400	400	400	400	400	400	400	400	400	400	400
NR Utilities	500	500	500	500	500	500	500	500	500	500	500	500
OPERATING EXPENSES	1,750	1,750	1,750	1,750	1,750	1,750	1,750	1,750	1,750	1,750	1,750	1,750
Total Operating Expenses	25,965	25,991	26,257	26,205	26,170	25,903	108,948	25,180	25,335	25,887	109,677	26,278
Net Operating Income	119,240	119,735	124,792	123,799	123,128	118,062	24,936	104,324	107,266	117,745	38,779	125,180
Debt Service (Interest rate)	6.50%	7.00%	7.00%	7.00%	7.00%	7.00%	7.00%	7.00%	7.00%	7.00%	7.00%	7.00%
Interest Payments (Principal \$14,673,000)	79,479	85,593	85,593	85,593	85,593	85,593	85,593	85,593	85,593	85,593	85,593	85,593
Class 2 - New Life Carpet Fully Amortized (pursuant reorg plan)	44	44	44	44	44	44	44	44	44	44	44	44
Class 3 - Unsecured Creditors Interest (paid pursuant reorg plan)	42	42	42	42	42	42	42	42	42	42	42	42
Class 3 - Unsecured Creditors Baloon in 42nd												
Total Debt Service	79,565	85,679	85,679	85,679	85,679	85,679	85,679	85,679	85,679	85,679	85,679	85,679
Leasing & Capital Costs												
Tenant Improvements	2,631	1,162	1,998	1,608	1,381	2,377	1,155	3,578	2,447	3,938	3,802	996
Leasing Commissions	9,293	4,030	6,705	5,583	4,729	8,170	3,833	11,869	8,327	13,324	13,372	3,341
Capital Expenditures .12 sq ft	694	694	694	693	701	701	701	701	701	701	701	701
Total Leasing & Capital Costs	12,618	5,886	9,397	7,884	6,811	11,248	5,689	16,148	11,475	17,963	17,875	5,038
Cash Flow After Debt Service	\$27,057	\$28,171	\$29,717	\$30,237	\$30,639	\$21,136	(\$66,432)	\$2,497	\$10,113	\$14,104	(\$64,775)	\$34,464
New Value Contribution \$300,000 to cover interest							\$66,432				\$64,775	
New Value Contribution Balance	\$604,287	\$632,458	\$662,174	\$692,411	\$723,049	\$744,185	\$677,753	\$680,251	\$690,363	\$704,467	\$639,692	\$674,156
Cash Flow	\$27,057	\$28,171	\$29,717	\$30,237	\$30,639	\$21,136	\$0	\$2,497	\$10,113	\$14,104	\$0	\$34,464
Cash Flow Before DS	\$106,622	\$113,849	\$115,395	\$115,915	\$116,317	\$106,814	\$19,247	\$88,176	\$95,791	\$99,782	\$20,904	\$120,142
DSCR	1.34	1.33	1.35	1.35	1.36	1.25	0.22	1.03	1.12	1.16	0.24	1.40

Building Sale at 42nd Month --->

Cost of sale (2%)	
Pay off Unsecured Creditors Baloon in 42nd	
Pay off Principal	
Proceeds from Sale	

Building Refinance at 42nd Month ---->

Cost of refinance (2%)	
Pay off Unsecured Creditors Baloon in 42nd	
Pay off Principal	
Proceeds from Refinance	

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EXHIBIT D - UNEXPIRED LEASES TO BE ASSUMED:

<u>LEASES</u>	<u>ARREARS/DMGS</u>	<u>METHODS OF CURE</u>
<ul style="list-style-type: none"> ·Description = N/A ·Lessor's name = N/A ·Lessee's name = ·Expiration date = vary 	<ul style="list-style-type: none"> ·Default amt = 0 ·Actual pecuniary loss =0 	<ul style="list-style-type: none"> ·Method of curing default & loss = Not Applicable

No Leases are being assumed

Executory Contracts to be Assumed

The Reorganized Debtor shall assume the "Mammoth Equities Property Management Group" property management contract in accordance with the provisions as set forth in the existing contract.

EXHIBIT E - LIST OF GENERAL UNSECURED CREDITORS

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B6E (Official Form 6E) (12/07) - Cont.

In re Mammoth Corona I, LLC
Debtor

Case No. 8: 09-bk-21220-RK
(If known)

SCHEDULE E - CREDITORS HOLDING UNSECURED PRIORITY CLAIMS
(Continuation Sheet) Sec. 507(a)(9)

Type of Priority for Claims Listed on This Sheet

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER <i>(See instructions above.)</i>	CODEBITOR HUSBAND, WIFE, JOINT OR COMMUNITY	DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM	CONTINGENT	UNLIQUIDATED	DISPUTED	AMOUNT OF CLAIM	AMOUNT ENTITLED TO PRIORITY	AMOUNT NOT ENTITLED TO PRIORITY, IF ANY
ACCOUNT NO.						0.00	0.00	0.00
ACCOUNT NO.								
ACCOUNT NO.								
ACCOUNT NO.								
Subtotal (Totals of this page)						\$ 0.00	\$	\$
Total (Use only on last page of the completed Schedule E.) Report also on the Summary of Schedules)						\$ 0.00		
Totals (Use only on last page of the completed Schedule E. If applicable, report also on the Statistical Summary of Certain Liabilities and Related Data.)							\$ 0.00	\$ 0.00

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Sheet no. 1 of 1 continuation sheets attached to Schedule of Creditors Holding Priority Claims

B6F (Official Form 6F) (12/07)

In re Mammoth Corona I, LLC
Debtor

Case No. 8:09-bk-21220-RK
(If known)

SCHEDULE F- CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS

State the name, mailing address, including zip code, and last four digits of any account number, of all entities holding unsecured claims without priority against the debtor or the property of the debtor, as of the date of filing of the petition. The complete account number of any account the debtor has with the creditor is useful to the trustee and the creditor and may be provided if the debtor chooses to do so. If a minor child is a creditor, state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See 11 U.S.C. § 112 and Fed. R. Bankr. P. 1007(m). Do not include claims listed in Schedules D and E. If all creditors will not fit on this page, use the continuation sheet provided.

If any entity other than a spouse in a joint case may be jointly liable on a claim, place an "X" in the column labeled "Codebtor," include the entity on the appropriate schedule of creditors, and complete Schedule H - Codebtors. If a joint petition is filed, state whether husband, wife, both of them, or the marital community may be liable on each claim by placing an "H," "W," "J," or "C" in the column labeled "Husband, Wife, Joint, or Community."

If the claim is contingent, place an "X" in the column labeled "Contingent." If the claim is unliquidated, place an "X" in the column labeled "Unliquidated." If the claim is disputed, place an "X" in the column labeled "Disputed." (You may need to place an "X" in more than one of these three columns.)

Report the total of all claims listed on this schedule in the box labeled "Total" on the last sheet of the completed schedule. Report this total also on the Summary of Schedules and, if the debtor is an individual with primarily consumer debts, report this total also on the Statistical Summary of Certain Liabilities and Related Data.

Check this box if debtor has no creditors holding unsecured claims to report on this Schedule F.

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER <i>(See instructions above.)</i>	CODEBTOR HUSBAND, WIFE, JOINT OR COMMUNITY	DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM. IF CLAIM IS SUBJECT TO SETOFF, SO STATE.	CONTINGENT	UNLIQUIDATED	DISPUTED	AMOUNT OF CLAIM
ACCOUNT NO. A Good Sign 25801 Obrero Drive #1 Mission Viejo, CA 92691		Incurred: 7/31/09				2,194.38
ACCOUNT NO. A Good Sign 25801 Obrero Drive #1 Mission Viejo, CA 92691		Incurred: 7/30/09				206.94
ACCOUNT NO. A's Prewire Plus 31432 Galano Way San Juan Capistrano, CA 92675		Incurred: 8/5/09 Consideration: Other				625.00
ACCOUNT NO. A1 Services 14 Monarch Bay Plaza, Ste 248 Monarch Beach, CA 92629						4,250.00
Subtotal						\$ 7,276.32
Total						\$

17 continuation sheets attached

(Use only on last page of the completed Schedule F.)
EXHIBIT
(Report also on Summary of Schedules and, if applicable, on the Statistical Summary of Certain Liabilities and Related Data.)

B6F (Official Form 6F) (12/07) - Cont.

In re Mammoth Corona I, LLC
Debtor

Case No. 8:09-bk-21220-RK
(If known)

SCHEDULE F- CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS
(Continuation Sheet)

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER <i>(See instructions above.)</i>	CODEBTOR HUSBAND, WIFE, JOINT OR COMMUNITY	DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM. IF CLAIM IS SUBJECT TO SETOFF,	CONTINGENT			AMOUNT OF CLAIM
			UNLIQUIDATED	DISPUTED		
ACCOUNT NO. 1 1/2 shares Alan S. Pekarck 1532 Kensing Lane Lemon Heights, CA 92705						0.00
ACCOUNT NO. 2 shares Anthony Debs 15610 Michael Lane Monte Sereno, CA 95030						0.00
ACCOUNT NO. 1/2 share Barry McAleer 5722 E. Stillwater Ave. #47 Orange, CA 92869						0.00
ACCOUNT NO. Mechanic's Lien Big Mike Electric 10432 Vic Place Garden Grove, CA 92840		Incurred: 6/11/09				1,735.00
ACCOUNT NO. 1 share Brian & Dianne Daucher TTEES 18691 Via Palatino Irvine, CA 92603						0.00

Sheet no. 1 of 17 continuation sheets attached
to Schedule of Creditors Holding Unsecured
Nonpriority Claims

Subtotal >	\$ 1,735.00
Total >	\$

(Use only on last page of the completed Schedule F.)
(Report also on Summary of Schedules and, if applicable, on the
Statistical Summary of Certain Liabilities and Related Data.)

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B6F (Official Form 6F) (12/07) - Cont.

In re Mammoth Corona I, LLC
Debtor

Case No. 8: 09-bk-21220-RK
(If known)

SCHEDULE F- CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS
(Continuation Sheet)

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER <i>(See instructions above.)</i>	CODEBITOR HUSBAND, WIFE, JOINT OR COMMUNITY	DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM. IF CLAIM IS SUBJECT TO SETOFF,	CONTINGENT UNLIQUIDATED DISPUTED			AMOUNT OF CLAIM
ACCOUNT NO. 2 shares Calvin Jensen 1306 Imperia Drive Henderson, NV 89052						0.00
ACCOUNT NO. 1 share Carl Casareto 1820 Virazon Drive La Habra Heights, CA 90631						0.00
ACCOUNT NO. 2 shares Carl Casareto TTEE 1820 Virazon La Habra Heights, CA 90631						0.00
ACCOUNT NO. City of Corona Dept Water P. O. Box 950 Corona, CA 92878		Incurred: 9/28/09				165.40
ACCOUNT NO. City of Corona Water Dept P. O. Box 950 Corona, CA 92878		Incurred: 9/28/09				453.42

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Sheet no. 2 of 17 continuation sheets attached
to Schedule of Creditors Holding Unsecured
Nonpriority Claims

Subtotal >	\$	618.82
Total >	\$	

(Use only on last page of the completed Schedule F.)
(Report also on Summary of Schedules and, if applicable, on the
Statistical Summary of Certain Liabilities and Related Data.)

B6F (Official Form 6F) (12/07) - Cont.

In re: Marmoth Corona I, LLC
Debtor

Case No. 8: 09-bk-21220-RK
(If known)

SCHEDULE F- CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS
(Continuation Sheet)

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER <i>(See instructions above.)</i>	CODEBTOR HUSBAND, WIFE, JOINT OR COMMUNITY	DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM, IF CLAIM IS SUBJECT TO SETOFF,	CONTINGENT	UNLIQUIDATED	DISPUTED	AMOUNT OF CLAIM
ACCOUNT NO. City of Corona Water Dept P. O. Box 950 Corona, CA 92878		Incurred: 9/28/09				846.72
ACCOUNT NO. Coastal Maintenance 23052-II Alicia Parkway Ste 297 Mission Viejo, CA 92692		Incurred: 9/15/09				390.00
ACCOUNT NO. 1 share Craig Lacy 30902 Cypress Place Laguna Niguel, CA 92677						0.00
ACCOUNT NO. 1 share Daniel James Gonzalez 19170 Warren Road Riverside, CA 92508						0.00
ACCOUNT NO. 1 share David Browning 30361 Paseo Del Valle Laguna Niguel, CA 92677						0.00

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Sheet no. 3 of 17 continuation sheets attached
to Schedule of Creditors Holding Unsecured
Nonpriority Claims

Subtotal	\$	1,236.72
Total	\$	

(Use only on last page of the completed Schedule F.)
(Report also on Summary of Schedules and, if applicable, on the
Statistical Summary of Certain Liabilities and Related Data.)

EXHIBIT E

B6F (Official Form 6F) (12/07) - Cont.

In re Mammoth Corona I, LLC
Debtor

Case No. 8:09-bk-21220-RK
(if known)

SCHEDULE F- CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS
(Continuation Sheet)

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER <i>(See instructions above.)</i>	CODEBTOR HUSBAND, WIFE, JOINT OR COMMUNITY	DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM, IF CLAIM IS SUBJECT TO SETOFF,	CONTINGENT			AMOUNT OF CLAIM
			UNLIQUIDATED	DISPUTED		
ACCOUNT NO. 1/2 share David C. Anderson 70 Corte Del Bayo Larkspur, CA 94939						0.00
ACCOUNT NO. 2 shares Deborah A. Christensen 3040 Appletree Drive Lake Havasu City, AZ 86404						0.00
ACCOUNT NO. 1/2 share Donald Collins 22729 Dry Creek Road Diamond Bar, CA 91765						0.00
ACCOUNT NO. 5 shares Doyon Properties, Inc. 714 4th Ave., Ste. 201 Fairbanks, AK 99701						0.00
ACCOUNT NO. 1 share Edward Czisny 18 Boardwalk Newport Beach, CA 92660						0.00

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Sheet no. 4 of 17 continuation sheets attached
to Schedule of Creditors Holding Unsecured
Nonpriority Claims

Subtotal >	\$	0.00
Total >	\$	

(Use only on last page of the completed Schedule F.)
(Report also on Summary of Schedules and, if applicable, on the
Statistical Summary of Certain Liabilities and Related Data.)

B6F (Official Form 6F) (12/07) - Cont.

In re Mammoth Corona I, LLC
Debtor

Case No. 8:09-bk-21220-RK
(If known)

SCHEDULE F- CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS
(Continuation Sheet)

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER <i>(See instructions above.)</i>	CODEBTOR HUSBAND, WIFE, JOINT OR COMMUNITY	DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM. IF CLAIM IS SUBJECT TO SETOFF,	CONTINGENT			AMOUNT OF CLAIM
			UNLIQUIDATED	DISPUTED		
ACCOUNT NO. 1/2 share Edward Miller 1815 Santiago Drive Newport Beach, CA 92660						0.00
ACCOUNT NO. 1/2 share Erin Wish-Ryerson 25 Mountain Laurel Dove Canyon, CA 92679						0.00
ACCOUNT NO. 1 share Farrell Hinkle 1822 Jamaica Road Costa Mesa, CA 92626						0.00
ACCOUNT NO. 2 shares FBO William Bernstein 3401 Mulldae Avenue San Pedro, CA 90732						0.00
ACCOUNT NO. 1 share Fred K. Walger 509 Calle Malaguena San Clemente, CA 92672						0.00
Subtotal ▶						\$ 0.00
Total ▶						\$

Sheet no. 5 of 17 continuation sheets attached
to Schedule of Creditors Holding Unsecured
Nonpriority Claims

(Use only on last page of the completed Schedule F.)
(Report also on Summary of Schedules and, if applicable, on the
Statistical Summary of Certain Liabilities and Related Data.)

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B6F (Official Form 6F) (12/07) - Cont.

In re Mammoth Corona I, LLC

Debtor

Case No. 8:09-bk-21220-RK

(If known)

SCHEDULE F- CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS

(Continuation Sheet)

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER <i>(See instructions above.)</i>	CODEBTOR HUSBAND, WIFE, JOINT OR COMMUNITY	DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM. IF CLAIM IS SUBJECT TO SETOFF,	CONTINGENT		AMOUNT OF CLAIM
			UNLIQUIDATED	DISPUTED	
ACCOUNT NO. 1/2 share Gail V. Anderson 405 7th Street Manhattan Beach, CA 90266					0.00
ACCOUNT NO. 2 shares Gary Nogle 3623 Warner Street San Diego, CA 92106					0.00
ACCOUNT NO. 1 share Gates Family Trust 1740 Paseo Del Mar Palos Verdes, CA 90274					0.00
ACCOUNT NO. 2 shares Gene A. Smith 17447 Halfmoon Ct. Riverside, CA 92503					0.00
ACCOUNT NO. 1 share Gerald Roman Aballi 28925 Jana Lane Valley Center, CA 92082					0.00

Sheet no. 6 of 17 continuation sheets attached
to Schedule of Creditors Holding Unsecured
Nonpriority Claims

Subtotal > \$ 0.00

Total > \$

(Use only on last page of the completed Schedule F.)
(Report also on Summary of Schedules and, if applicable, on the
Statistical Summary of Certain Liabilities and Related Data.)

EXHIBIT E

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B6F (Official Form 6F) (12/07) - Cont.

In re Mammoth Corona I, LLC
Debtor

Case No. 8:09-bk-21220-RK
(If known)

SCHEDULE F- CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS
(Continuation Sheet)

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER <i>(See instructions above.)</i>	CODEBTOR HUSBAND, WIFE, JOINT OR COMMUNITY	DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM. IF CLAIM IS SUBJECT TO SETOFF,				AMOUNT OF CLAIM
			CONTINGENT	UNLIQUIDATED	DISPUTED	
ACCOUNT NO. .83 share Gunnar Gudmundsson 724 La Mirada Ave. Encinitas, CA 92024						0.00
ACCOUNT NO. 2 shares Harry Marinow P.O. Box 1480 Sunset Beach, CA 90742						0.00
ACCOUNT NO. 1 share James P. Berklas 1868 Live Oak Way Upland, CA 91784						0.00
ACCOUNT NO. 1 share Jeffrey B. Singer 27861 Via Estancia San Juan Capistrano, CA 92765						0.00
ACCOUNT NO. 1 share John F. Debs 240 Trafalgar Lane San Clemente, CA 92672						0.00

Sheet no. 7 of 17 continuation sheets attached
to Schedule of Creditors Holding Unsecured
Nonpriority Claims

Subtotal	\$	0.00
Total	\$	

(Use only on last page of the completed Schedule F.)
(Report also on Summary of Schedules and, if applicable, on the
Statistical Summary of Certain Liabilities and Related Data.)

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B61 (Official Form 6F) (12/07) - Cont.

In re: Mammoth Corona I, LLC
Debtor

Case No. 8: 09-bk-21220-RK
(If known)

SCHEDULE F- CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS
(Continuation Sheet)

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER <i>(See instructions above.)</i>	CODEBTOR HUSBAND, WIFE, JOINT OR COMMUNITY	DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM, IF CLAIM IS SUBJECT TO SETOFF,				AMOUNT OF CLAIM
			CONTINGENT	UNLIQUIDATED	DISPUTED	
ACCOUNT NO. 1 share John P. Hannigan 1564 Deleon Way Livermore, CA 94550						0.00
ACCOUNT NO. 2 1/2 shares John R. Ahlring P.O. Box 85410 San Diego, CA 92186						0.00
ACCOUNT NO. 1 share John W. Hannigan 35 Valley View Irvine, CA 92612						0.00
ACCOUNT NO. 1 share Joseph A. Ryerson 25 Mountain Laurel Dove Canyon, CA 92679						0.00
ACCOUNT NO. 3 shares Kenneth R. Oftedal 619 Inverlochy Drive Fallbrook, CA 92028						0.00
			Subtotal >			\$ 0.00
			Total >			\$

Sheet no. 8 of 17 continuation sheets attached
to Schedule of Creditors Holding Unsecured
Nonpriority Claims

(Use only on last page of the completed Schedule F.)
(Report also on Summary of Schedules and, if applicable, on the
Statistical Summary of Certain Liabilities and Related Data.)

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B6F (Official Form 6F) (12/07) - Cont.

In re Mammoth Corona I, LLC

Debtor

Case No. 8: 09-bk-21220-RK

(If known)

SCHEDULE F- CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS

(Continuation Sheet)

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER <i>(See instructions above.)</i>	CODEBTOR HUSBAND, WIFE, JOINT OR COMMUNITY	DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM, IF CLAIM IS SUBJECT TO SETOFF,	CONTINGENT	UNLIQUIDATED	DISPUTED	AMOUNT OF CLAIM
ACCOUNT NO. 1 share Kerry M. Parks 211 Main Street San Francisco, CA 94105						0.00
ACCOUNT NO. 1 share Laverne Sargent 114 Carter Place Winchester, VA 22602						0.00
ACCOUNT NO. 2 shares Lee Eastwood 16016 La Lindura Drive Whittier, CA 90603						0.00
ACCOUNT NO. 1 share Lynne M. Gardner 509 Calle Malaguena San Clemente, CA 92672						0.00
ACCOUNT NO. 2 shares Matthew Jacobson 1375 Clover Valley Road Upper Lake, CA 95485						0.00

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Sheet no. 9 of 17 continuation sheets attached to Schedule of Creditors Holding Unsecured Nonpriority Claims

Subtotal > \$ 0.00

Total > \$

(Use only on last page of the completed Schedule F.)
(Report also on Summary of Schedules and, if applicable, on the Statistical Summary of Certain Liabilities and Related Data.)

EXHIBIT E

B6F (Official Form 6F) (12/07) - Cont.

In re Mammoth Corona I, LLC
Debtor

Case No. 8:09-bk-21220-RK
(If known)

SCHEDULE F- CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS
(Continuation Sheet)

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER <i>(See instructions above.)</i>	CODEBTOR HUSBAND, WIFE, JOINT OR COMMUNITY	DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM, IF CLAIM IS SUBJECT TO SETOFF,	CONTINGENT			AMOUNT OF CLAIM
			UNLIQUIDATED	DISPUTED		
ACCOUNT NO. 1/2 share Michael & Kandee Grieser 543 Cassou Road San Marcos, CA 92069						0.00
ACCOUNT NO. 1/2 share Michael Grieser 543 Cassou Road San Marcos, CA 92069						0.00
ACCOUNT NO. 1 share Michael M. Osborn 644 Summer View Circle Encinitas, CA 92024						0.00
ACCOUNT NO. 1 share Nancy Hormuth 7311 Cambria Circle Orange, CA 92869						0.00
ACCOUNT NO. 4 shares Nevada Title Company 2500 N. Buffalo Dr., Ste. 150 Las Vegas, NV 89128						0.00
Subtotal >						\$ 0.00
Total >						\$

Sheet no. 10 of 17 continuation sheets attached
to Schedule of Creditors Holding Unsecured
Nonpriority Claims

(Use only on last page of the completed Schedule F.)
(Report also on Summary of Schedules and, if applicable, on the
Statistical Summary of Certain Liabilities and Related Data.)

EXHIBIT E

B6F (Official Form 6F) (12/07) - Cont.

In re Mammoth Corona 1, LLC
Debtor

Case No. 8:09-bk-21220-RK
(if known)

SCHEDULE F- CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS
(Continuation Sheet)

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER <i>(See instructions above.)</i>	CODEBTOR HUSBAND, WIFE, JOINT OR COMMUNITY	DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM. IF CLAIM IS SUBJECT TO SETOFF.	CONTINGENT UNLIQUIDATED DISPUTED			AMOUNT OF CLAIM
ACCOUNT NO. Mechanic's Lien New Life Carpets, Inc. 15536 La Barca La Mirada, CA 90638		Incurred: 7/13/09				1,723.00
ACCOUNT NO. 5 share Nunat Holdings, I.I.C 4300 B Street, Ste. 407 Anchorage, AK 99503						0.00
ACCOUNT NO. Ontario Refrigeration 635 S. Mountain Avenue Ontario, CA 91762		Incurred: 10/1/09				2,605.00
ACCOUNT NO. Ontario Refrigeration 635 S. Mountain Avenue Ontario, CA 91762		Incurred: 9/11/09				1,322.00
ACCOUNT NO. 7 share Ouzinkie Native Corporation 11001 O'Malley Centre Dr., Ste. 204 Anchorage, AK 99515						0.00

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Sheet no. 11 of 17 continuation sheets attached
to Schedule of Creditors Holding Unsecured
Nonpriority Claims

Subtotal	\$	5,650.00
Total	\$	

(Use only on last page of the completed Schedule F.)
(Report also on Summary of Schedules and, if applicable, on the
Statistical Summary of Certain Liabilities and Related Data.)

B6F (Official Form 6F) (12/07) - Cont.

In re Mammoth Corona I, LLC
Debtor

Case No. 8: 09-bk-21220-RK
(If known)

SCHEDULE F- CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS
(Continuation Sheet)

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER <i>(See instructions above.)</i>	CREDITOR HUSBAND, WIFE, JOINT OR COMMUNITY	DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM. IF CLAIM IS SUBJECT TO SETOFF,	CLAIM STATUS			AMOUNT OF CLAIM
			CONTINGENT	UNLIQUIDATED	DISPUTED	
ACCOUNT NO. .17 share Pacific Metropolitan Properties, INC. 310 Arroyo Drive Encinitas, CA 92024						0.00
ACCOUNT NO. Pasco Doors 949 N. Cataract Ave Ste M San Dimas, CA 91773		Incurred: 9/9/09				204.00
ACCOUNT NO. 1 share Paul & Lois Rotscheck 310 Arroyo Drive Encinitas, CA 92024						0.00
ACCOUNT NO. 1/2 share Peter & Joann Kirk 18161 Blue Ridge Drive Santa Ana, CA 92705						0.00
ACCOUNT NO. 4 shares Petersen Aluminum Sales, Inc. 301 Forest Avenue Laguna Beach, CA 92651						0.00

Sheet no. 12 of 17 continuation sheets attached
to Schedule of Creditors Holding Unsecured
Nonpriority Claims

Subtotal >	\$	204.00
Total >	\$	

(Use only on last page of the completed Schedule F.)
(Report also on Summary of Schedules and, if applicable, on the
Statistical Summary of Certain Liabilities and Related Data.)

EXHIBIT E

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B6F (Official Form 6F) (12/07) - Cont.

In re Mammoth Corona I, LLC
Debtor

Case No. 8: 09-bk-21220-RK
(If known)

SCHEDULE F- CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS
(Continuation Sheet)

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER <i>(See instructions above.)</i>	CODEBTOR HUSBAND, WIFE, JOINT DEBTPRIORITY	DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM. IF CLAIM IS SUBJECT TO SETOFF.	CLAIM STATUS			AMOUNT OF CLAIM
			CONTINGENT	UNLIQUIDATED	DISPUTED	
ACCOUNT NO. 2 shares PLDC, Inc. 345 S. Coast Highway, Ste. X Encinitas, CA 92024						0.00
ACCOUNT NO. 2 shares Raymond C. Camero 16634 Cumbre Verde Court Pacific Palisades, CA 90272						0.00
ACCOUNT NO. 4 shares Raymond C. Camero, TTEE of R&L Camero 1983 Trust 16634 Cumbre Verde Court Pacific Palisades, CA 90272						0.00
ACCOUNT NO. 1 share Richard Lee Brown 4761 Lombard Dr. Klamath Falls, OR 97603						0.00
ACCOUNT NO. 3 shares Robert V. Cleymaet 1125 Lindero Canyon Rd. A8 WestLake Village, CA 91362						0.00

Sheet no. 13 of 17 continuation sheets attached
to Schedule of Creditors Holding Unsecured
Nonpriority Claims

Subtotal >	\$ 0.00
Total >	\$

(Use only on last page of the completed Schedule F.)
(Report also on Summary of Schedules and, if applicable, on the
Statistical Summary of Certain Liabilities and Related Data.)

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B6F (Official Form 6F) (12/07) - Cont.

In re Mammoth Corona I, LLC
Debtor

Case No. 8:09-bk-21220-RK
(If known)

SCHEDULE F- CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS
(Continuation Sheet)

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER <i>(See instructions above.)</i>	CODER HUSBAND, WIFE, JOINT OR COMBINITY	DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM. IF CLAIM IS SUBJECT TO SETOFF,	CONTINGENT			AMOUNT OF CLAIM
			UNLIQUIDATED	DISPUTED		
ACCOUNT NO. 2 shares Rochelle W. McAleer 14132 S.W. Carfax Ave. Tustin, CA 92780						0.00
ACCOUNT NO. 1 share Roger H. Thomas 1636 Anita Lane Newport Beach, CA 92660						0.00
ACCOUNT NO. 1 share Ron & Mariann Cordova 7 Pinewood Coto De Caza, CA 92679						0.00
ACCOUNT NO. 1 share Ruel Del Castillo 15031 Parkway Loop, Ste. B Tustin, CA 92780						0.00
ACCOUNT NO. Secure Systems Integration 2625 Townsgate Road Ste 330 Westlake Village, CA 91361		Incurred: 9/17/09				150.00

Sheet no. 14 of 17 continuation sheets attached
to Schedule of Creditors Holding Unsecured
Nonpriority Claims

Subtotal ▶ \$ 150.00
Total ▶ \$

(Use only on last page of the completed Schedule F.)
(Report also on Summary of Schedules and, if applicable, on the
Statistical Summary of Certain Liabilities and Related Data.)

B6F (Official Form 6F) (12/07) - Cont.

In re Mammoth Corona I, LLC
Debtor

Case No. 8:09-bk-21220-RK
(If known)

SCHEDULE F- CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS
(Continuation Sheet)

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER <i>(See instructions above.)</i>	CODEBITOR HUSBAND, WIFE, JOINT OR COMMUNITY	DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM. IF CLAIM IS SUBJECT TO SETOFF,	CONTINGENT UNLIQUIDATED DISPUTED			AMOUNT OF CLAIM
ACCOUNT NO. Securtec District Patrol, Inc. P. O. Box 28525 Anaheim, CA 92809		Incurred: 9/10/09				800.00
ACCOUNT NO. 2-31-916-6781 Southern California Edison Co P. O. Box 300 Rosemead, CA 91772		Incurred: 9/4/09				2,227.30
ACCOUNT NO. Terra Pacific Landscape 1627 East Wilshire Santa Ana, CA 92705		Incurred: 9/1/09				1,196.55
ACCOUNT NO. Terra Pacific Landscape 1627 East Wilshire Santa Ana, CA 92705		Incurred: 10/1/09				1,196.55
ACCOUNT NO. 1 share The Lendino Living Trust 2205 Palmer Place Tustin, CA 92782						0.00

Sheet no. 15 of 17 continuation sheets attached
to Schedule of Creditors Holding Unsecured
Nonpriority Claims

Subtotal > \$ 5,420.40
Total > \$

(Use only on last page of the completed Schedule F.)
(Report also on Summary of Schedules and, if applicable, on the
Statistical Summary of Certain Liabilities and Related Data.)

EXHIBIT E

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B6F (Official Form 6F) (12/07) - Cont.

In re Mammoth Corona I, LLC
Debtor

Case No. 8:09-bk-21220-RK
(If known)

SCHEDULE F- CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS
(Continuation Sheet)

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER <i>(See instructions above.)</i>	CODEBTD HUSBAND, WIFE, JOINT DEBTOBTD	DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM. IF CLAIM IS SUBJECT TO SETOFF.				AMOUNT OF CLAIM
			CONTINGENT	UNLIQUIDATED	DISPUTED	
ACCOUNT NO. 1/2 share Thomas P. Collins 18622 Hillhaven Dr. Santa Ana, CA 92705						0.00
ACCOUNT NO. 117-42210 ThyssenKrupp Elevator Corp P. O. Box 933013 Atlanta, GA 31193		Incurred: 9/1/09				1,500.00
ACCOUNT NO. 1 share Timothy & Suzanne Lunn 28811 Glen Ridge Mission Viejo, CA 92692						0.00
ACCOUNT NO. 29222 Varsity Contractors, Inc. P. O. Box 1692 Pocatello, ID 83204		Incurred: 8/26/09				711.33
ACCOUNT NO. 29222 Varsity Contractors, Inc. P. O. Box 1692 Pocatello, ID 83204		Incurred: 8/26/09				899.68

Sheet no. 16 of 17 continuation sheets attached
to Schedule of Creditors Holding Unsecured
Nonpriority Claims

Subtotal	\$	3,111.01
Total	\$	

(Use only on last page of the completed Schedule F.)
(Report also on Summary of Schedules and, if applicable, on the
Statistical Summary of Certain Liabilities and Related Data.)

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B6F (Official Form 6F) (12/07) - Cont.

In re Mammoth Corona I, LLC
Debtor

Case No. 8: 09-bk-21220-RK
(If known)

SCHEDULE F- CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS
(Continuation Sheet)

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER <i>(See instructions above.)</i>	CODEBTOR <small>BURKHA, WIFE, JOINT OR COMMUNITY</small>	DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM. IF CLAIM IS SUBJECT TO SETOFF,				AMOUNT OF CLAIM
			CONTINGENT	UNLIQUIDATED	DISPUTED	
ACCOUNT NO. Waste Management 13940 Live Oak Avenue Baldwin Park, CA 91706		Incurred: 9/1/09				241.29
ACCOUNT NO. Waste Management 13940 Live Oak Avenue Baldwin Park, CA 91706		Incurred: 10/1/09				280.88
ACCOUNT NO. Water Systems Maintenance Inc. 856 N. Elm St #K Orange, CA 92867		Incurred: 9/18/09				395.00
ACCOUNT NO. 1 share William Bernstein 3401 Muldae Avenue San Pedro, CA 90732						0.00
ACCOUNT NO.						

Sheet no. 17 of 17 continuation sheets attached
to Schedule of Creditors Holding Unsecured
Nonpriority Claims

Subtotal	\$ 917.17
Total	\$ 26,319.44

(Use only on last page of the completed Schedule F.)
(Report also on Summary of Schedules and, if applicable, on the
Statistical Summary of Certain Liabilities and Related Data.)

B6G (Official Form 6G) (12/07)

In re Mammoth Corona I, LLC Case No. 8:09-bk-21220-RK
Debtor (if known)

SCHEDULE G - EXECUTORY CONTRACTS AND UNEXPIRED LEASES

Describe all executory contracts of any nature and all unexpired leases of real or personal property. Include any timeshare interests. State nature of debtor's interest in contract, i.e., "Purchaser," "Agent," etc. State whether debtor is the lessor or lessee of a lease. Provide the names and complete mailing addresses of all other parties to each lease or contract described. If a minor child is a party to one of the leases or contracts, state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See 11 U.S.C. § 112 and Fed. R. Bankr. P. 1007(m).

Check this box if debtor has no executory contracts or unexpired leases.

NAME AND MAILING ADDRESS, INCLUDING ZIP CODE, OF OTHER PARTIES TO LEASE OR CONTRACT.	DESCRIPTION OF CONTRACT OR LEASE AND NATURE OF DEBTOR'S INTEREST. STATE WHETHER LEASE IS FOR NONRESIDENTIAL REAL PROPERTY. STATE CONTRACT NUMBER OF ANY GOVERNMENT CONTRACT.
PLEASE SEE ATTACHED LIST	Commercial Leases of Space at 4740 Green River Road Corona, CA 92880 Lease on nonresidential real property

EXHIBIT E

B6H (Official Form 6H) (12/07)

In re Mammoth Corona I, LLC
 Debtor

Case No. 8:09-bk-21220-RK
 (if known)

SCHEDULE H - CODEBTORS

Provide the information requested concerning any person or entity, other than a spouse in a joint case, that is also liable on any debts listed by debtor in the schedules of creditors. Include all guarantors and co-signers. If the debtor resides or resided in a community property state, commonwealth, or territory (including Alaska, Arizona, California, Idaho, Louisiana, Nevada, New Mexico, Puerto Rico, Texas, Washington, or Wisconsin) within the eight year period immediately preceding the commencement of the case, identify the name of the debtor's spouse and of any former spouse who resides or resided with the debtor in the community property state, commonwealth, or territory. Include all names used by the nondebtor spouse during the eight years immediately preceding the commencement of this case. If a minor child is a codebtor or a creditor, state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See 11 U.S.C. § 112 and Fed. Bankr. P. 1007(m).

Check this box if debtor has no codebtors.

NAME AND ADDRESS OF CODEBTOR	NAME AND ADDRESS OF CREDITOR
Mammoth Equities, LLC 29222 Rancho Viejo Road, Ste 203 San Juan Capistrano, CA 92675	US Bank 9467 Milliken Avenue Rancho Cucamonga, CA 91730
Robert Wish 23272 Millcreek Drive Laguna Hills, CA 92653	US Bank 9467 Milliken Avenue Rancho Cucamonga, CA 91730

EXHIBIT F - LIST OF EQUITY INTEREST HOLDERS

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Name

% Interest

UNITED STATES BANKRUPTCY COURT
Central District of California

In re Mammoth Corona I, LLC

Debtor

Case No. 8:09-bk-21220-RK

Chapter 11

Holder of Security	List of Equity Security Holders Number Registered	Type of Interest
Alan S. Pekarcik 1532 Kensing Lane Lemon Heights, CA 92705	1.50	Membership
Anthony Debs 15610 Michael Lane Monte Sereno, CA 95030	2.00	Membership
Barry McAloer 5722 E. Stillwater Ave. #47 Orange, CA 92869	0.50	Membership
Brian & Dianne Daucher TTEES 18691 Via Palatino Irvine, CA 92603	1.00	Membership
Calvin Jensen 1306 Imperia Drive Henderson, NV 89052	2.00	Membership
Carl Casarcto 1820 Virazon Drive La Habra Heights, CA 90631	1.00	Membership
Carl Casareto TTEE 1820 Virazon La Habra Heights, CA 90631	2.00	Membership
Craig Lacy 30902 Cypress Place Laguna Niguel, CA 92677	1.00	Membership
Daniel James Gonzalez 19170 Warren Road Riverside, CA 92508	1.00	Membership
David Browning 30361 Paseo Del Valle Laguna Niguel, CA 92677	1.00	Membership
David C. Anderson 70 Corte Del Bayo Larkspur, CA 94939	0.50	Membership
Deborah A. Christensen 3040 Appletree Drive Lake Havasu City, AZ 86404	2.00	Membership
Donald Collins 22729 Dry Creek Road Diamond Bar, CA 91765	0.50	Membership

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In re Mammoth Corona I, LLC Case No. 8:09-bk-21220-RK
Debtor

List of Equity Security Holders (Continuation Page)

Holder of Security	Number Registered	Type of Interest
Doyon Properties, Inc. 714 4th Ave., Ste. 201 Fairbanks, AK 99701	5.00	Membership
Edward Czisny 18 Boardwalk Newport Beach, CA 92660	1.00	Membership
Edward Miller 1815 Santiago Drive Newport Beach, CA 92660	0.50	Membership
Erin Wish-Ryerson 25 Mountain Laurel Dove Canyon, CA 92679	0.50	Membership
Farrell Hinkle 1822 Jamaica Road Costa Mesa, CA 92626	1.00	Membership
FBO William Bernstein 3401 Muldax Avenue San Pedro, CA 90732	2.00	Membership
Fred K. Walger 509 Calle Malaguena San Clemente, CA 92672	1.00	Membership
Gail V. Anderson 405 7th Street Manhattan Beach, CA 90266	0.50	Membership
Gary Nogle 3623 Warner Street San Diego, CA 92106	2.00	Membership
Gates Family Trust 1740 Paseo Del Mar Palos Verdes, CA 90274	1.00	Membership
Gene A. Smith 17447 Halfmoon Ct. Riverside, CA 92503	2.00	Membership
Gerald Roman Aballi 28925 Jana Lane Valley Center, CA 92082	1.00	Membership
Gunnar Gudmundsson 724 La Mirada Ave. Encinitas, CA 92024	0.83	Membership
Harry Marinow P.O. Box 1480 Sunset Beach, CA 90742	2.00	Membership

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In re Mammoth Corona I, LLC

Case No. 8:09-bk-21220-RK

Debtor

List of Equity Security Holders (Continuation Page)

Holder of Security	Number Registered	Type of Interest
James P. Berklas 1868 Live Oak Way Upland, CA 91784	1.00	Membership
Jeffrey B. Singer 27861 Via Estancia San Juan Capistrano, CA 92765	1.00	Membership
John F. Debs 240 Trafalgar Lane San Clemente, CA 92672	1.00	Membership
John P. Hannigan 1564 Duleon Way Livermore, CA 94550	1.00	Membership
John R. Ahlering P.O. Box 85410 San Diego, CA 92186	2.50	Membership
John W. Hannigan 35 Valley View Irvine, CA 92612	1.00	Membership
Joseph A. Ryerson 25 Mountain Laurel Dove Canyon, CA 92679	1.00	Membership
Kenneth R. Oftedal 619 Inverloch Drive Fallbrook, CA 92028	3.00	Membership
Kerry M. Parks 211 Main Street San Francisco, CA 94105	1.00	Membership
Laverne Sargent 114 Carter Place Winchester, VA 22602	1.00	Membership
Lee Eastwood 16016 La Lindura Drive Whittier, CA 90603	2.00	Membership
Lynne M. Gardner 509 Calle Malaguena San Clemente, CA 92672	1.00	Membership
Matthew Jacobson 1375 Clover Valley Road Upper Lake, CA 95485	2.00	Membership
Michael & Kandee Grieser 543 Cassou Road San Marcos, CA 92069	0.50	Membership

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In re Mammoth Corona I, LLC Case No. 8: 09-bk-21220-RK
Debtor

List of Equity Security Holders (Continuation Page)

Holder of Security	Number Registered	Type of Interest
Michael Grieser 543 Cassou Road San Marcos, CA 92069	0.50	Membership
Michael M. Osborn 644 Summer View Circle Encinitas, CA 92024	1.00	Membership
Nancy Hormuth 7311 Cambria Circle Orange, CA 92869	1.00	Membership
Nevada Title Company 2500 N. Buffalo Dr., Ste. 150 Las Vegas, NV 89128	4.00	Membership
Nunat Holdings, LLC 4300 B Street, Ste. 407 Anchorage, AK 99503	5.00	Membership
Ouzinkie Native Corporation 11001 O'Malley Centre Dr., Ste. 204 Anchorage, AK 99515	7.00	Membership
Pacific Metropolitan Properties, INC. 310 Arroyo Drive Encinitas, CA 92024	0.17	Membership
Paul & Lois Rotscheck 310 Arroyo Drive Encinitas, CA 92024	1.00	Membership
Peter & Joann Kirk 18161 Blue Ridge Drive Santa Ana, CA 92705	0.50	Membership
Petersen Aluminum Sales, Inc. 301 Forest Avenue Laguna Beach, CA 92651	4.00	Membership
PLDC, Inc. 345 S. Coast Highway, Ste. X Encinitas, CA 92024	2.00	Membership
Raymond C. Camero 16634 Cumbre Verde Court Pacific Palisades, CA 90272	2.00	Membership
Raymond C. Camero, TTEE of R&L Camero 1983 Trust 16634 Cumbre Verde Court Pacific Palisades, CA 90272	4.00	Membership
Richard Lee Brown 4761 Lombard Dr. Klamath Falls, OR 97603	1.00	Membership

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In re Marmoth Corona I, LLC Case No. 8:09-bk-21220-RK
Debtor

List of Equity Security Holders (Continuation Page)

Holder of Security	Number Registered	Type of Interest
Robert V. Cleymact 1125 Lindero Canyon Rd. A8 WestLake Village, CA 91362	3.00	Membership
Rochelle W. McAleer 14132 S.W. Carfax Ave. Tustin, CA 92780	2.00	Membership
Roger H. Thomas 1636 Anita Lane Newport Beach, CA 92660	1.00	Membership
Ron & Mariann Cordova 7 Pinewood Coto De Caza, CA 92679	1.00	Membership
Ruel Del Castillo 15031 Parkway Loop, Ste. B Tustin, CA 92780	1.00	Membership
The Lendino Living Trust 2205 Palmer Place Tustin, CA 92782	1.00	Membership
Thomas P. Collins 18622 Hillhaven Dr. Santa Ana, CA 92705	0.50	Membership
Timothy & Suzanne Lunn 28811 Glen Ridge Mission Viejo, CA 92692	1.00	Membership
William Bernstein 3401 Muldae Avenue San Pedro, CA 90732	1.00	Membership

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EXHIBIT G - LAST TWO YEARS FINANCIAL STATEMENTS

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1044 MAMMOTH CORONA I, LLC

March 5, 2009 5:35 PM

BALANCE SHEET

Page 1

As At December 31, 2008

YTD Actual

ASSETS

CURRENT ASSETS

CASH IN BANK	(29,921.97)
ACCOUNTS RECEIVABLE	14,953.23
A/R - ROBERT L. WISH	100.00
A/R TENANT REIMBURSEMENTS	809.54

TOTAL CURRENT ASSETS (14,059.20)

FIXED ASSETS

LAND	1,287,510.50
BUILDING	14,919,019.00
ACCUM DEPR - BUILDING	(286,904.21)
TENANT IMPROVEMENTS	1,325.00
BUILDING IMPROVEMENTS	6,350.52
ACCUMULATED DEPR - IMPROVEMENTS	(795.00)

TOTAL FIXED ASSETS 15,926,505.81

OTHER ASSETS

LEASING COMMISSION	20,838.48
ACCUM AMORT - LEASING COMMISSIONS	(7,178.83)
PREPAID EXPENSES	1,325.00
PREPAID LEASING COMMISSIONS	4,374.00
LOAN FEES	201,115.00
ACCUM AMORT - LOAN FEES	(189,948.33)

TOTAL OTHER ASSETS 30,525.32

TOTAL ASSETS 15,942,971.93

LIABILITIES & CAPITAL

LIABILITIES

CURRENT LIABILITIES

ACCOUNTS PAYABLE	82,154.65
ACCRUED EXPENSES	1,876.34
ACCCRUED PROPERTY TAXES	18,610.40
PREPAID RENTS	11,581.52
REFUNDABLE TENANT DEPOSITS	14,941.00

TOTAL CURRENT LIABILITIES 129,163.91

LONG TERM LIABILITIES

CONSTRUCTION LOAN(S)	13,400,000.00
NOTE PAYABLE - ME, LLC	355,600.00

TOTAL LONG TERM LIABILITIES 13,755,600.00

TOTAL LIABILITIES 13,884,763.91

CAPITAL

1044 MAMMOTH CORONA I, LLC

March 5, 2009 5:35 PM

BALANCE SHEET

Page 2

As At December 31, 2008

	YTD Actual
CAPITAL	3,481,108.12
NET PROFIT/(LOSS)	(1,422,900.10)
TOTAL CAPITAL	2,058,208.02
TOTAL LIABILITIES & CAPITAL	15,942,971.93

1044 MAMMOTH CORONA I, LLC
INCOME STATEMENT
For the 12 Months Ending December 31, 2008

March 5, 2009 5:35 PM
Page 1

YTD Actual

REVENUE

MINIMUM RENTS	121,931.50
ABATED RENT	(25,518.50)
JANITORIAL SERVICE	1,073.00
SIGNAGE INCOME	18,908.52
EARLY LEASE TERMINATION FEE	949.50
LATE CHARGES	379.75
NSF CHARGES	25.00
WRITEOFFS	(113.72)

GROSS REVENUE	117,635.05
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COMMON AREA MAINTENANCE

ALARM SVC/MAINT/REPAIRS-(CAM)	485.00
HVAC-(CAM)	5,156.00
INSURANCE-LIABILITY (CAM)	12,762.00
JANITORIAL (CAM)	4,727.28
LANDSCAPING (CAM)	11,125.14
LOCKS & KEYS (CAM)	669.43
MAINTENANCE-(CAM)	4,561.42
MISCELLANEOUS (CAM)	485.95
PEST CONTROL (CAM)	930.00
POOL/FOUNTAIN MAINT/(CAM)	4,686.40
PROPERTY MANAGEMENT FEE (CAM)	21,164.31
PROPERTY TAXES (CAM)	122,446.28
REPAIRS-CAM	3,253.93
SECURITY PATROL-(CAM)	11,640.00
TRASH REMOVAL (CAM)	2,481.04
UTILITIES	21,108.47
WINDOW CLEANING-(CAM)	2,180.00

TOTAL COMMON AREA MAINTENANCE	229,862.65
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BUILDING EXPENSES

ADVERTISING (BLDG.)	28,670.94
CONSULTING-(BLDG)	1,760.00
DIRECTORIES/DOOR NAMES-(BLDG)	2,193.53
JANITORIAL--(BLDG)	2,227.15
LEASING EXPENSES-(BLDG)	32,514.09
TURNOVER EXPENSES	423.64
REPAIRS & MAINT.-BUILDING	18,883.25
UTILITIES-BUILDING	24,857.72

TOTAL BUILDING EXPENSES	111,530.32
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OPERATING EXPENSES

ACCOUNTING EXPENSE	7,454.00
APPRAISAL FEES	5,500.00
AUTO EXPENSE	1,075.51
BANK CHARGES	81.22

EXHIBIT G

1044 MAMMOTH CORONA I, LLC
INCOME STATEMENT
For the 12 Months Ending December 31, 2008

March 5, 2009 5:35 PM
Page 2

	YTD Actual
MANAGEMENT EXPENSE ALLOCATION	9,965.54
DUES & SUBSCRIPTIONS	132.80
FEES & PERMITS	249.02
FORMS/LLC'S/SEC OF STATE	20.00
INTEREST EXPENSE	767,104.30
LEGAL EXPENSE	6,137.15
MISCELLANEOUS EXPENSES	666.04
PROMOTION	20,055.46
TOLL ROAD FEES	29.62
TOTAL OPERATING EXPENSES	818,470.66
OTHER EXPENSES	
AMORTIZATION	85,383.83
DEPRECIATION	294,487.69
FRANCHISE TAX	800.00
TOTAL OTHER EXPENSES	380,671.52
NET PROFIT/(LOSS)	(1,422,900.10)

1044 MAMMOTH CORONA I, LLC

January 15, 2010 9:51 AM

BALANCE SHEET

Page 1

As At December 31, 2009

YTD Actual

ASSETS

CURRENT ASSETS

ACCOUNTS RECEIVABLE	44,642.93
A/R - ROBERT L. WISH	100.00
ALLOWANCE FOR BAD DEBTS	(36,573.13)

TOTAL CURRENT ASSETS 8,169.80

FIXED ASSETS

LAND	1,287,510.50
BUILDING	14,919,014.41
ACCUM DEPR - BUILDING	(286,904.21)
TENANT IMPROVEMENTS	1,325.00
BUILDING IMPROVEMENTS	6,350.52
ACCUMULATED DEPR - IMPROVEMENTS	(795.00)

TOTAL FIXED ASSETS 15,926,501.22

OTHER ASSETS

LEASING COMMISSION	48,089.58
ACCUM AMORT - LEASING COMMISSIONS	(7,178.83)
PREPAID EXPENSES	1,325.00
PREPAID INSURANCE	1,452.31
LOAN FEES	201,115.00
ACCUM AMORT - LOAN FEES	(189,948.33)

TOTAL OTHER ASSETS 54,854.73

TOTAL ASSETS 15,989,525.75

LIABILITIES & CAPITAL

LIABILITIES

CURRENT LIABILITIES

ACCOUNTS PAYABLE	128,938.11
ACCRUED INTEREST	876,965.70
ACCCRUED PROPERTY TAXES	55,698.72
REFUNDABLE TENANT DEPOSITS	38,240.00

TOTAL CURRENT LIABILITIES 1,099,842.53

LONG TERM LIABILITIES

CONSTRUCTION LOAN(S)	13,399,995.41
NOTE PAYABLE - ME, LLC	578,600.00

TOTAL LONG TERM LIABILITIES 13,978,595.41

TOTAL LIABILITIES 15,078,437.94

CAPITAL

CAPITAL	2,058,208.02
NET PROFIT/(LOSS)	(1,147,120.21)

EXHIBIT G

1044 MAMMOTH CORONA I, LLC

January 15, 2010 9:51 AM

BALANCE SHEET

Page 2

As At December 31, 2009

YTD Actual

TOTAL CAPITAL

911,087.81

TOTAL LIABILITIES & CAPITAL

15,989,525.75

1044 MAMMOTH CORONA I, LLC
INCOME STATEMENT
For the 12 Months Ending December 31, 2009

January 15, 2010 9:51 AM

Page 1

YTD Actual

REVENUE

MINIMUM RENTS	298,603.50
ABATED RENT	(34,505.50)
JANITORIAL SERVICE	3,256.50
SIGNAGE INCOME	36,302.84
LATE CHARGES	(5,065.50)
NSF CHARGES	50.00
WRITEOFFS	(1,170.46)
MISCELLANEOUS INCOME	4,000.00

GROSS REVENUE	301,471.38
---------------	------------

COMMON AREA MAINTENANCE

ALARM SVC/MAINT/REPAIRS-(CAM)	1,226.97
ELEVATOR MAINT.--(CAM)	5,402.62
FIRE EXTINGUISH.--(CAM)	275.00
HVAC-(CAM)	12,091.00
INSURANCE-LIABILITY (CAM)	13,980.37
JANITORIAL (CAM)	3,985.66
LANDSCAPING (CAM)	10,438.77
LOCKS & KEYS (CAM)	105.67
MAINTENANCE-(CAM)	6,308.10
MISCELLANEOUS (CAM)	401.64
PEST CONTROL (CAM)	920.00
POOL/FOUNTAIN MAINT/(CAM)	3,758.87
PROPERTY MANAGEMENT FEE (CAM)	22,520.27
PROPERTY TAXES (CAM)	137,408.14
SECURITY PATROL-(CAM)	12,986.45
SWEEPING (CAM)	4,491.29
TRASH REMOVAL (CAM)	2,544.47
UTILITIES	23,367.26
WINDOW CLEANING-(CAM)	900.00

TOTAL COMMON AREA MAINTENANCE	263,112.55
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BUILDING EXPENSES

ADVERTISING (BLDG.)	6,261.93
CONSULTING-(BLDG)	2,200.00
DATA/CABLE/INTERNET(BLDG)	2,868.49
DIRECTORIES/DOOR NAMES-(BLDG)	4,294.22
H.V.A.C. (BLDG.)	1,322.00
JANITORIAL--(BLDG)	2,636.19
LEASING EXPENSES-(BLDG)	25,403.37
TURNOVER EXPENSES	2,548.25
REPAIRS & MAINT.-BUILDING	9,398.77
UTILITIES-BUILDING	12,007.31

TOTAL BUILDING EXPENSES	68,940.53
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OPERATING EXPENSES

EXHIBIT G

1044 MAMMOTH CORONA I, LLC
INCOME STATEMENT
For the 12 Months Ending December 31, 2009

January 15, 2010 9:51 AM
Page 2

	YTD Actual
ACCOUNTING EXPENSE	8,551.00
APPRAISAL FEES	550.00
BAD DEBT EXPENSE	36,573.13
BANK CHARGES	294.19
MANAGEMENT EXPENSE ALLOCATION	9,708.61
FEES & PERMITS	754.25
INTEREST EXPENSE	976,547.93
LEGAL EXPENSE	34,428.42
MISCELLANEOUS EXPENSES	100.00
PROFESSIONAL SERVICES	46,530.98
PROMOTION	1,700.00
TOTAL OPERATING EXPENSES	1,115,738.51
OTHER EXPENSES	
FRANCHISE TAX	800.00
TOTAL OTHER EXPENSES	800.00
NET PROFIT/(LOSS)	(1,147,120.21)

1066 M CORONA I, LLC DEBTOR IN POSSESSION

January 18, 2010 2:11 PM

BALANCE SHEET

Page 1

As At December 31, 2009

YTD Actual

ASSETS

CURRENT ASSETS

CASH IN BANK	106,204.75
REFUNDABLE UTILITIES	4,590.00
ACCOUNTS RECEIVABLE	19,613.95

TOTAL CURRENT ASSETS 130,408.70

FIXED ASSETS

TOTAL FIXED ASSETS 0.00

OTHER ASSETS

LEASING COMMISSION	1,662.12
PREPAID INSURANCE	358.28

TOTAL OTHER ASSETS 2,020.40

TOTAL ASSETS 132,429.10

LIABILITIES & CAPITAL

LIABILITIES

CURRENT LIABILITIES

ACCOUNTS PAYABLE	42,766.34
ACCRUED EXPENSES	2,873.70
ACCCRUED PROPERTY TAXES	27,849.36
PREPAID RENTS	13,930.00
REFUNDABLE TENANT DEPOSITS	1,875.00

TOTAL CURRENT LIABILITIES 89,294.40

LONG TERM LIABILITIES

TOTAL LONG TERM LIABILITIES 0.00

TOTAL LIABILITIES 89,294.40

CAPITAL

NET PROFIT/(LOSS)	43,134.70
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TOTAL CAPITAL 43,134.70

TOTAL LIABILITIES & CAPITAL 132,429.10

1066 M CORONA I, LLC DEBTOR IN POSSESSION

January 18, 2010 2:11 PM

INCOME STATEMENT

Page 1

For the 12 Months Ending December 31, 2009

YTD Actual

REVENUE

MINIMUM RENTS	99,992.50
ABATED RENT	(2,255.00)
JANITORIAL SERVICE	1,145.00
SIGNAGE INCOME	10,000.00
LATE CHARGES	1,006.20
NSF CHARGES	50.00

GROSS REVENUE 109,938.70

COMMON AREA MAINTENANCE

ALARM SVC/MAINT/REPAIRS-(CAM)	642.90
ELEVATOR MAINT.--(CAM)	1,589.38
INSURANCE-LIABILITY (CAM)	2,647.60
JANITORIAL (CAM)	1,278.56
LANDSCAPING (CAM)	2,589.10
MAINTENANCE-(CAM)	180.00
PEST CONTROL (CAM)	115.00
POOL/FOUNTAIN MAINT/(CAM)	981.13
PROPERTY MANAGEMENT FEE (CAM)	6,245.16
PROPERTY TAXES (CAM)	27,849.36
REPAIRS-CAM	241.72
SECURITY PATROL-(CAM)	993.55
SWEEPING (CAM)	968.71
TRASH REMOVAL (CAM)	530.83
UTILITIES	7,780.94

TOTAL COMMON AREA MAINTENANCE 54,633.94

BUILDING EXPENSES

ADVERTISING (BLDG.)	254.09
DATA/CABLE/INTERNET(BLDG)	334.77
DIRECTORIES/DOOR NAMES-(BLDG)	345.19
JANITORIAL--(BLDG)	1,571.00
LEASING EXPENSES-(BLDG)	3,940.01
REPAIRS & MAINT.-BUILDING	799.60
UTILITIES-BUILDING	578.02

TOTAL BUILDING EXPENSES 7,822.68

OPERATING EXPENSES

BANK CHARGES	25.00
MANAGEMENT EXPENSE ALLOCATION	4,396.23
MISCELLANEOUS EXPENSES	(100.00)
OFFICE SUPPLIES & EXPENSE	26.15

TOTAL OPERATING EXPENSES 4,347.38

OTHER EXPENSES

NET PROFIT/(LOSS) 43,134.70

EXHIBIT G

1066 M CORONA I, LLC DEBTOR IN POSSESSION

January 18, 2010 2:11 PM

INCOME STATEMENT

Page 2

For the 12 Months Ending December 31, 2009

YTD Actual

**EXHIBIT H - CALTRANS SR 91 GREEN RIVER BRIDGE
SUMMARY OF BRIDGE CLOSURES**

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CALIFORNIA DEPARTMENT OF
TRANSPORTATION
DISTRICT 8 | RIVERSIDE & SAN BERNARDINO COUNTIES

[Caltrans Home](#) → [District 8 Home](#) → [Travel](#) → [Projects](#) → [Riverside County](#) → **SR-91 Green River Road**

PROJECTS | **riverside county** | **SR-91 Green River Bridge Replacement**

Green River Road is a critical link to the SR-91 for the motorists who use it. Congestion on Green River Road bridge has exceeded lane capacity warranting needed improvements. The project scope will include construction of a new bridge, the addition of two through traffic lanes, ADA approved sidewalks and realignment of the on and off ramps. Caltrans has partnered with [Riverside County Transportation Commission \(RCTC\)](#) and the [City of Corona](#) on this \$21 million, state-funded project. When completed by late 2008, motorists and residents of the City of Corona will enjoy improved traffic flow.

Scope of Project:

- Construct a new, taller bridge to increase clearance for commercial vehicles
- Widen the bridge, realign and modify ramps to meet new bridge height
- Reconfigure the intersection of Green River Road and Fresno Road
- Construct California Highway Patrol (CHP) enforcement area
- Construct and install ADA compliant sidewalks

Need for Project:

- To provide congestion relief for existing traffic on the westbound entrance ramp, as well as the two-lane Green River Road Segments leading to the interchange
- Current peak hour traffic at interchange is high and operating conditions need improvement

Special Traffic Impact:

- During construction, shoulders for disabled vehicles will not be available
- On/off-ramps may be closed for up to ten days at a time
- Closures will occur only on an "as-needed" basis
- Public will be notified of all closures through the media, public meetings and the District 8 website
- During closures, detours will be available to motorists

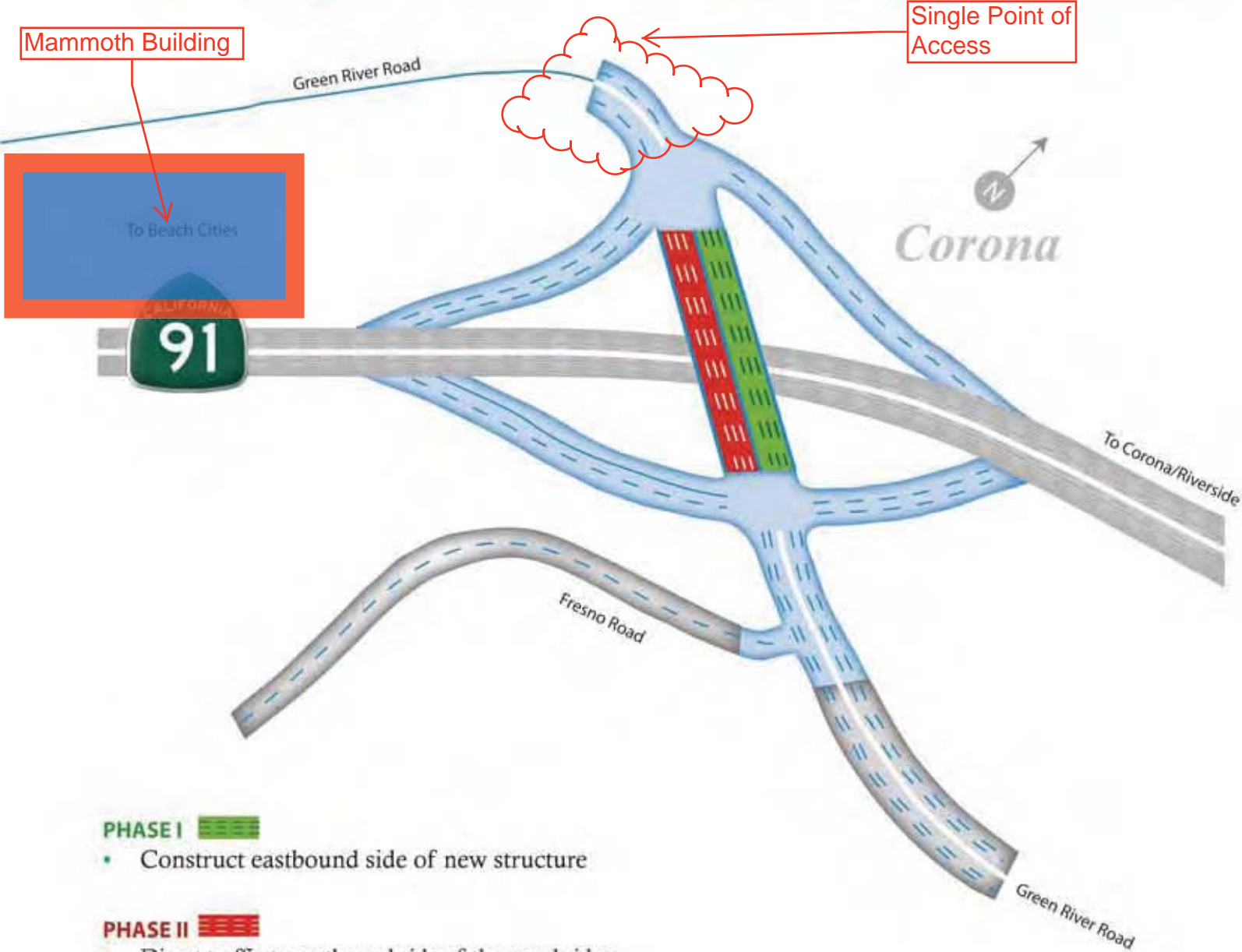


■ [watch this video for detailed project information](#)

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Green River Road

Bridge Improvement Project at SR-91



PHASE I

- Construct eastbound side of new structure

PHASE II

- Divert traffic to eastbound side of the new bridge
- Demolish old bridge
- Construct westbound side of bridge

PHASE III

- Tie bridges together
- Realign ramps to meet new bridge
- Construct and install ADA compliant sidewalks
- Construct CHP enforcement area
- Reconfigure the intersection of Green River Road and Fresno Road

Green River Road Interchange—BEFORE





[Caltrans Home](#) ➤ [District 8 Home](#) ➤ [Travel](#) ➤ [Projects](#) ➤ [Riverside County](#) ➤ [SR-91 Green River Road](#) ➤ **Detour Maps**

PROJECTS | **riverside county** | **SR-91 Green River Bridge Replacement**

Detour Maps

[Detour Map 1](#)

[Detour Map 2](#)

[Detour Map 3](#)

[Detour Map 4](#)

[Detour Map 5](#)

[Detour Map 6](#)

[Detour Map 7](#) - Weekend of May 9,

[Detour Map 8](#)

[Detour Map 9](#)

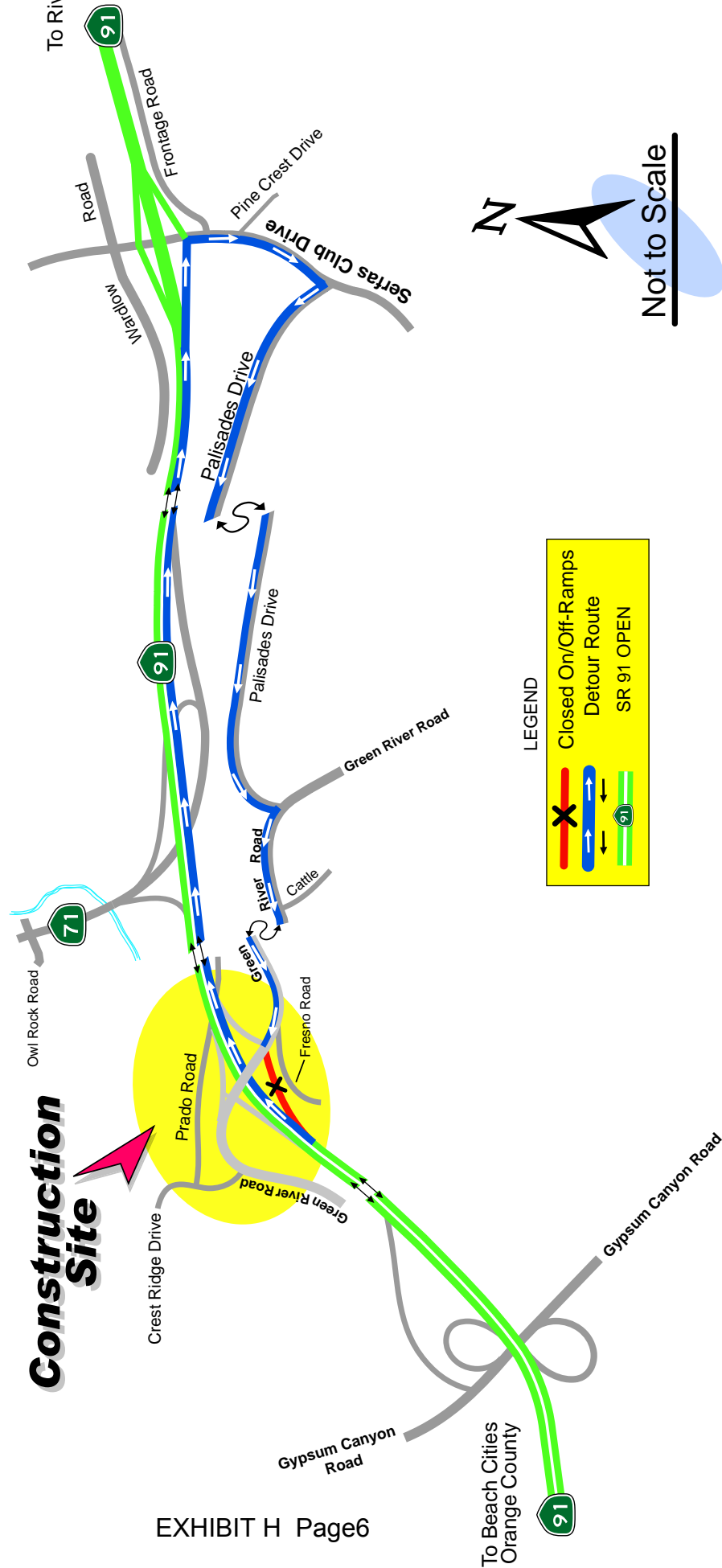
[Detour Map 10](#)

All detour maps are PDF documents. Closures order will likely vary, please check the latest [Green River Press Release](#) for the current project schedule.

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Green River Road Bridge Detour Map

Full Ramp Closure at:
SR 91 East Bound Offramp at Green River Road Bridge



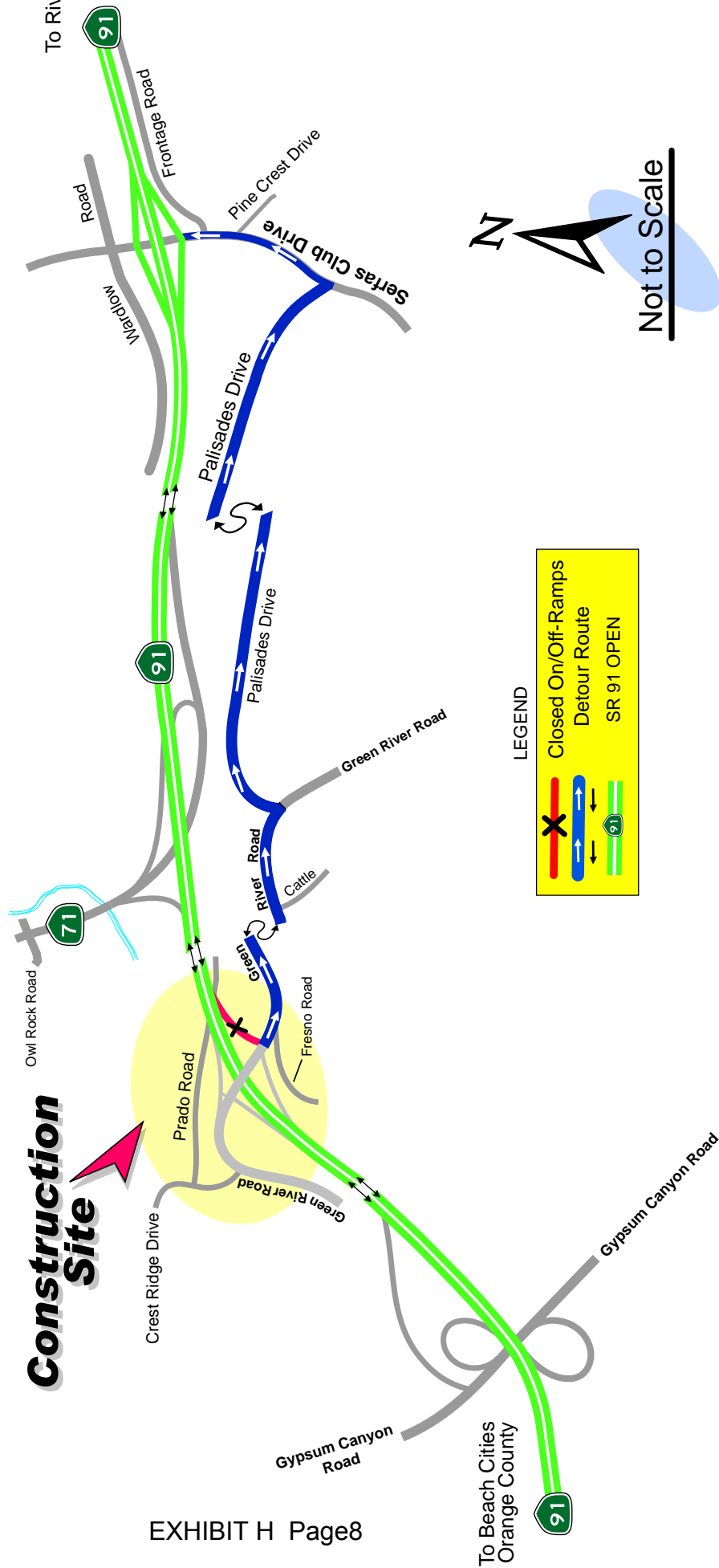
Construction Site

LEGEND

- Closed On/Off-Ramps
- Detour Route
- SR 91 OPEN

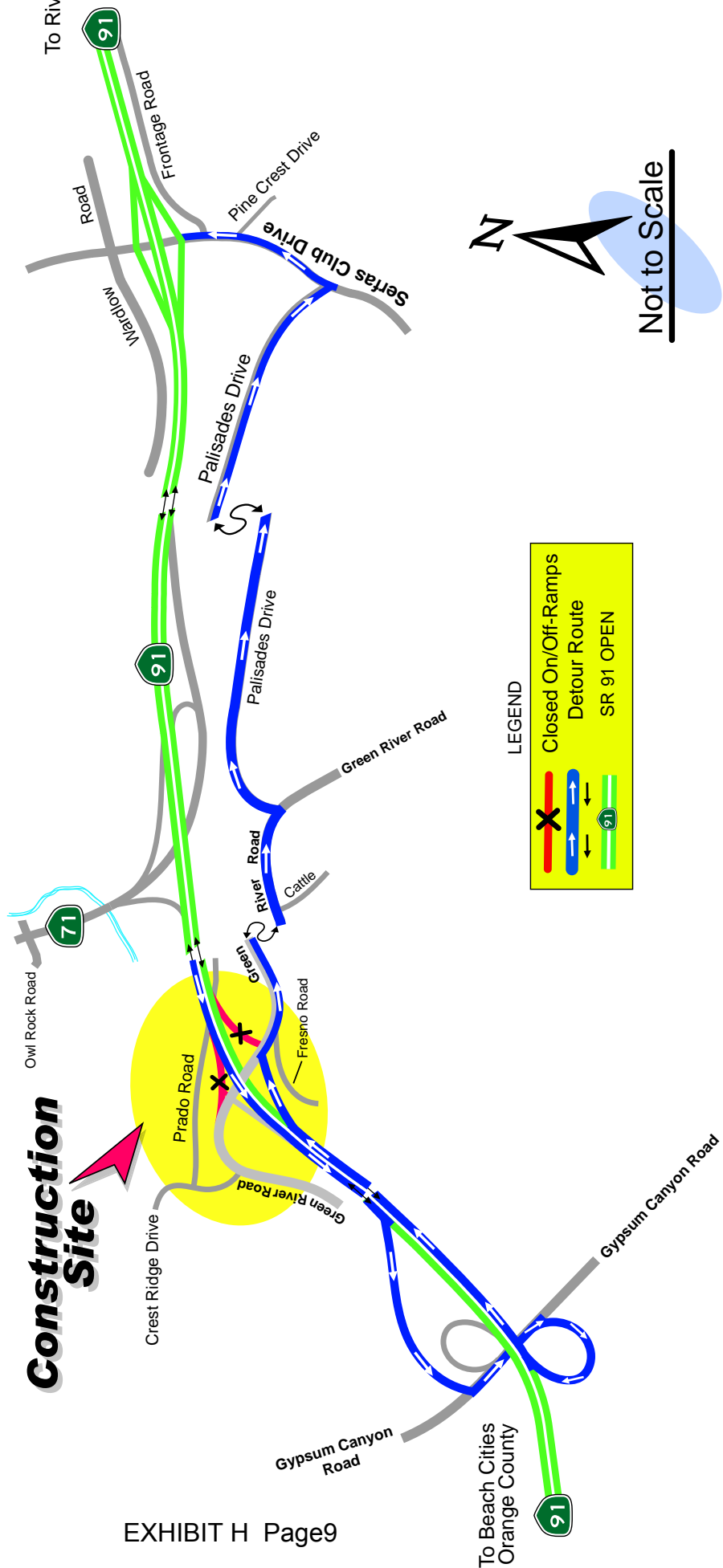
Green River Road Bridge Detour Map

Full Ramp Closure at:
Eastbound SR 91 Onramp at Green River Road Bridge



Green River Road Bridge Detour Map

Full Ramp Closures at:
 West Bound SR 91 Offramp at Green River Road Bridge
 East Bound SR 91 Onramp at Green River Road Bridge



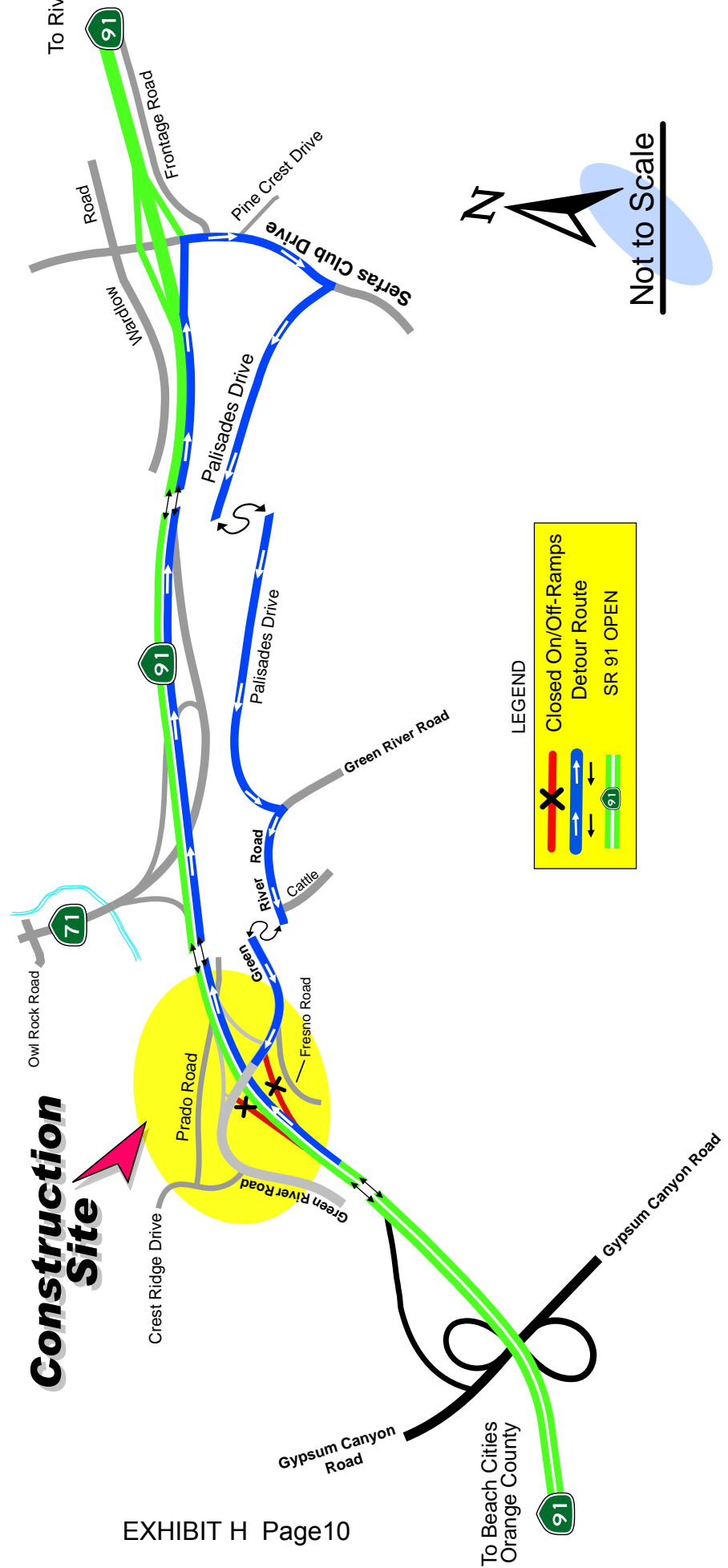
Construction Site

LEGEND

- Closed On/Off-Ramps
- Detour Route
- SR 91 OPEN

Green River Road Bridge Detour Map

Full Ramp Closures at:
SR 91 West Bound Onramp at Green River Road Bridge
SR 91 East Bound Offramp at Green River Road Bridge



LEGEND

- Closed On/Off-Ramps
- Detour Route
- SR 91 OPEN

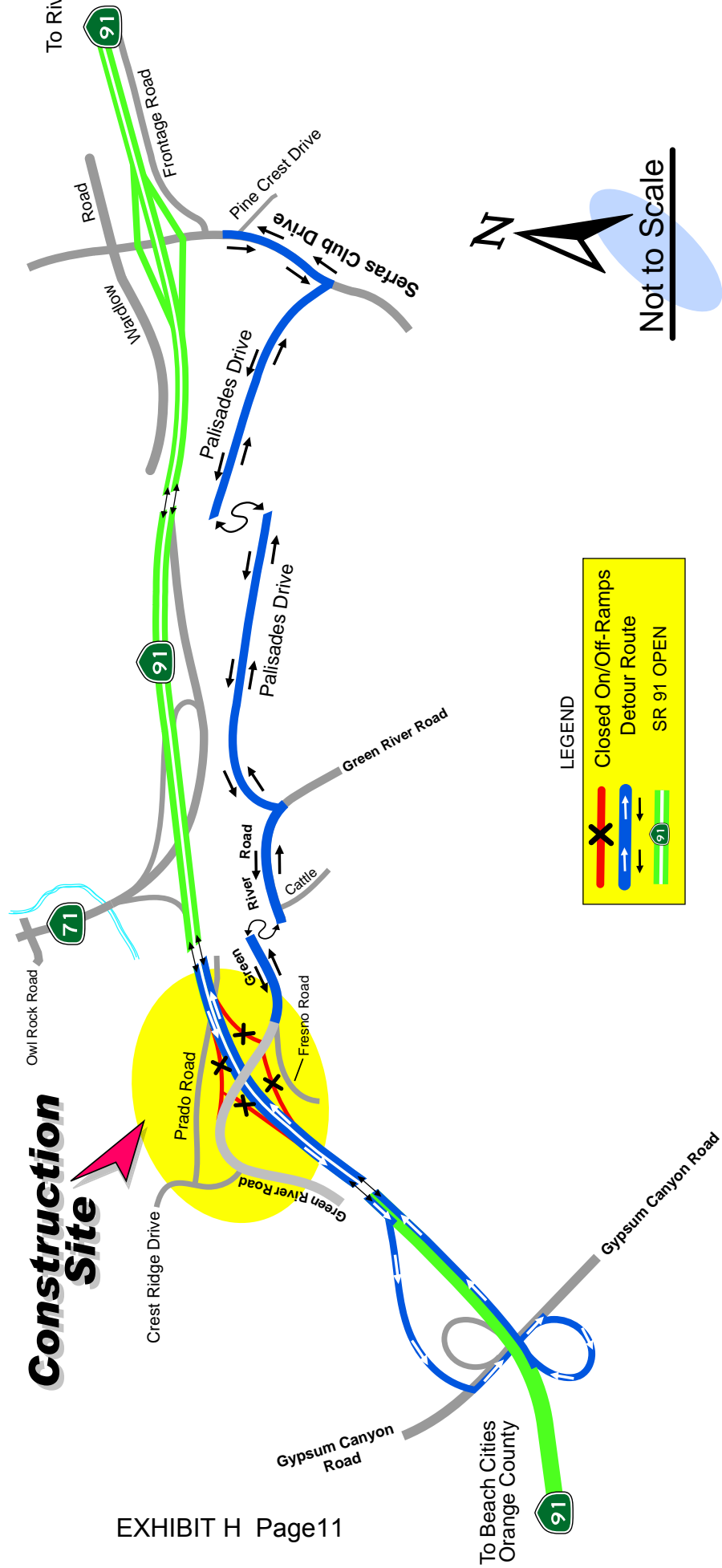
Construction Site

To Beach Cities
Orange County



Green River Road Bridge Detour Map

Full Ramp Closures:
SR 91 West Bound Offramp / SR 91 West Bound Onramp
SR 91 East Bound Offramp / SR 91 East Bound Onramp

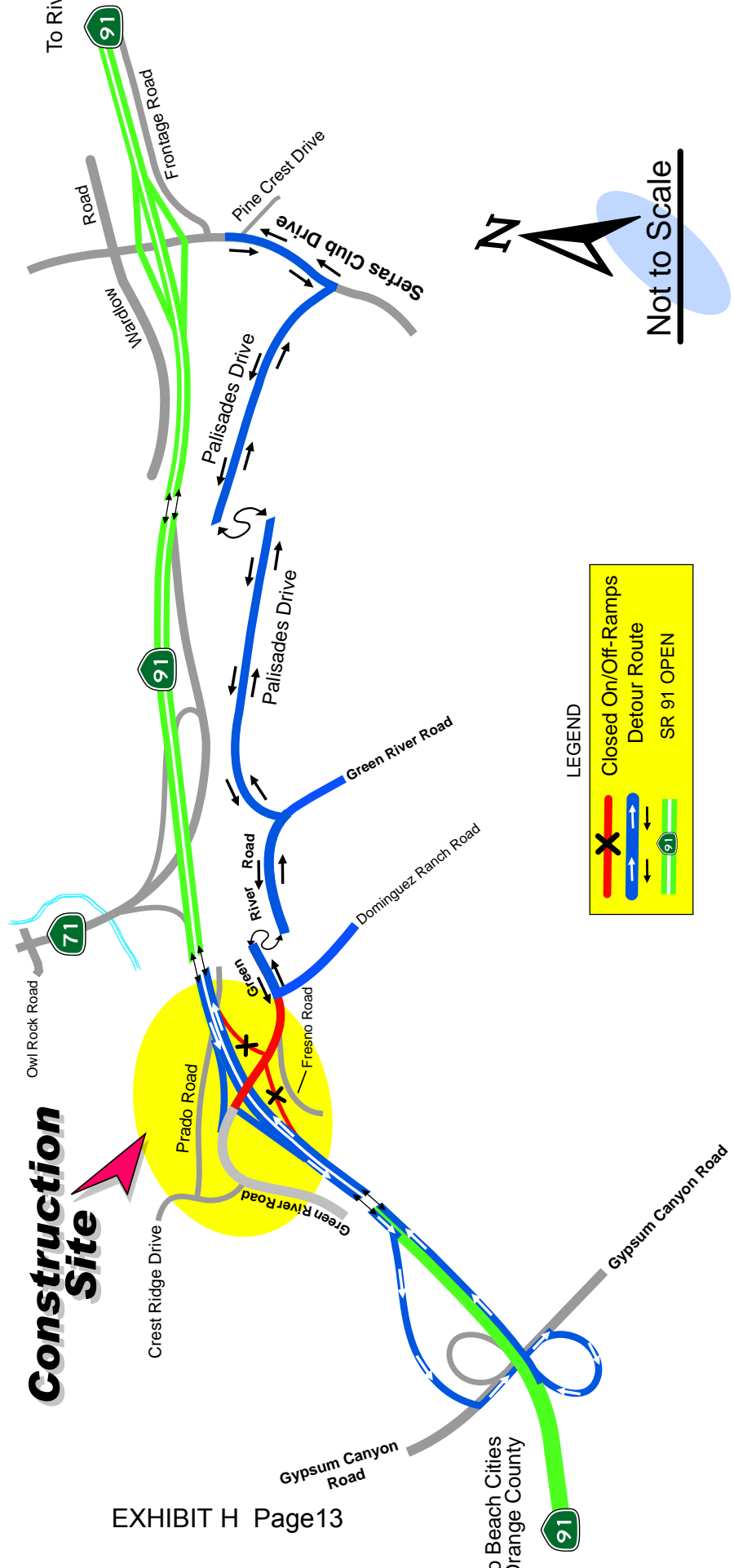


SR-91 FULL CLOSURE DETOUR MAP #7



Green River Road Bridge Detour Map #8

Full Ramp Closures:
SR 91 East Bound Offramp / SR 91 East Bound Onramp



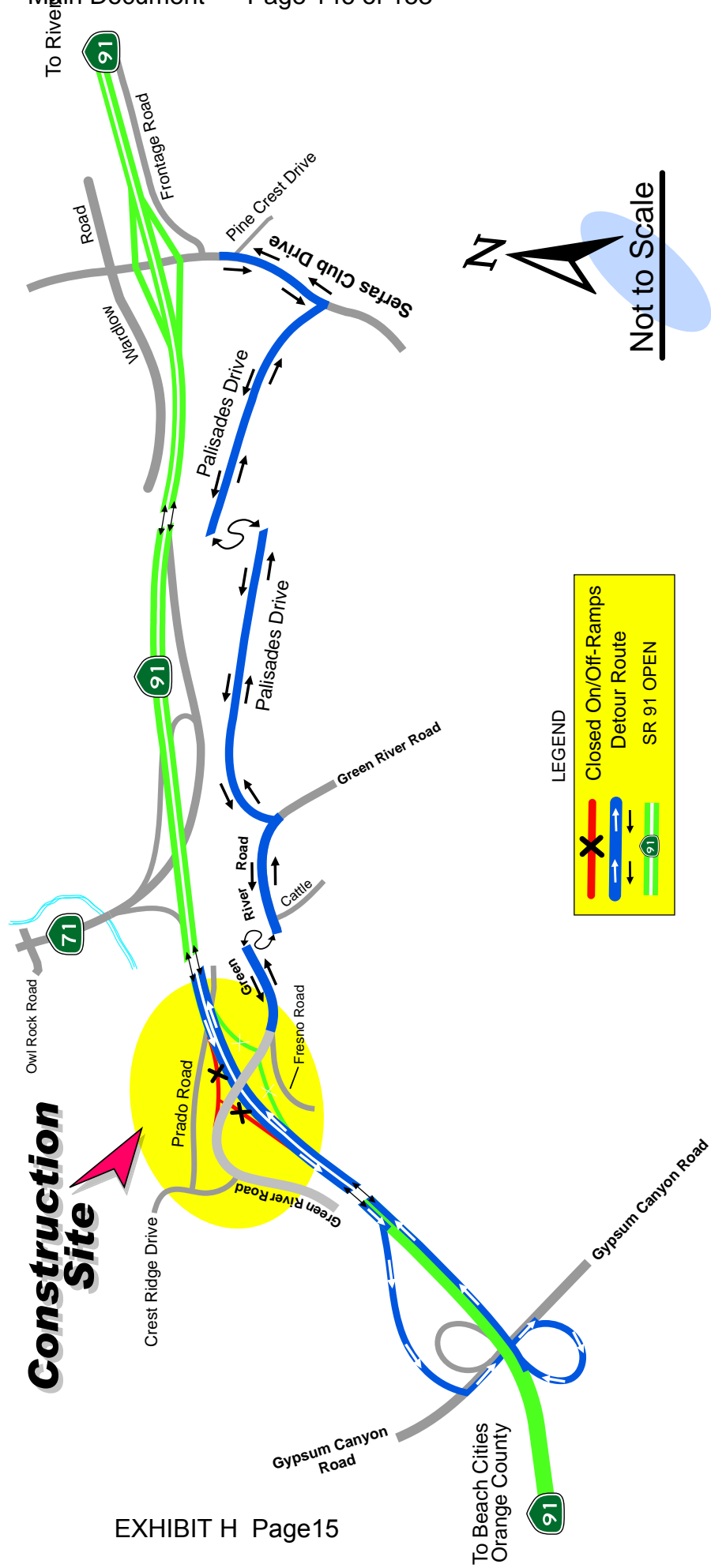
Green River Road Bridge Detour Map #9

Full Bridge Closures at Green River
ALL RAMPS WILL REMAIN OPEN



Green River Road Bridge Detour Map

Full Ramp Closures:
SR 91 West Bound Offramp / SR 91 West Bound Onramp



LEGEND




-  Closed On/Off-Ramps
-  Detour Route
-  SR 91 OPEN

EXHIBIT I - JUNE 19, 2009 CORONA LOAN NOTICE OF MATURITY

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June 10, 2009

VIA UPS

Mammoth Corona I LLC
20532 El Toro Road Suite 302
Mission Viejo, CA 92692

Robert L. Wish
23272 Millcreek Drive
Laguna Hills, CA 92653

Re: **NOTICE OF DEFAULT AND DEMAND FOR IMMEDIATE
PAYMENT TO BORROWER AND GUARANTOR
CUSTOMER NO. 71-6517438942
LOAN NO. 0000000026**

Borrower:	Mammoth Corona I LLC, a California limited liability company ("Borrower")
Guarantors:	Robert L. Wish, an individual ("Guarantor")
Lender:	U.S. Bank, N.A. ("Lender") successor in interest to PFF Bank & Trust ("Original Lender")

EXHIBIT I



Dear Borrower and Guarantor:

Reference is hereby made to the following:

Customer No. 71-6517438942

Loan No. 0000000026

1. That certain Promissory Note by and between Original Lender and Borrower dated August 15, 2006 (together with any and all modifications and amendments thereto, collectively, the "**Note**"), for a loan in the principal amount of \$13,400,000.00.
2. That certain Construction Loan Agreement by and between Lender and Borrower dated August 15, 2006 (the "**Loan Agreement**").
3. That certain Construction Deed of Trust made by Borrower for the benefit of Lender dated August 15, 2006, among other things, pledging certain property (the "**Property**") as collateral securing payment of the Note (the "**Deed of Trust**").
4. That certain Commercial Guaranty of Guarantor for the indebtedness of Borrower dated August 15, 2006 (the "**Guaranty**").

The instruments referenced above in Paragraph Nos. 1 - 4 collectively evidence the "**Loan**" and along with all other documents evidencing and/or securing the Loan are collectively referred to as the "**Loan Documents**."

NOTICE OF DEFAULT

PLEASE TAKE NOTICE that the Loan is in default:

The Loan is in default for several reasons, including, but not limited to Borrower's failure to pay the principal balance and accrued interest due and owing on the Loan in the amount of \$13,399,995.41 when the Loan matured on September 1, 2008 and Borrower's continuing failure to pay those amounts. Borrower's failure to pay the balance of the Loan, including all accrued interest, when the Loan matured on September 1, 2008 is an event of default under the Loan Documents.

As of June 5, 2009, the amount due and owing on the Loan, including principal, interest and applicable fees is \$13,916,942.19, as shown in the attached schedule of the amount owed. That amount remains unpaid as of the date of this Notice of Default.

EXHIBIT I



DEMAND FOR PAYMENT

Demand To Borrower:

The unpaid balance on the Loan is \$13,916,942.19 as of June 5, 2009, of which \$13,399,995.41 is principal and \$516,946.78 is interest and applicable fees through June 5, 2009. In addition, per diem charges currently in the amount of \$3,212.33 will accrue on the Loan after June 5, 2009. Further, the Loan Documents provide that Borrower shall pay all of Lender's costs and expenses, including Lender's attorneys' fees and expenses, incurred in connection with the enforcement of the Loan.

Lender hereby demands immediate payment by Borrower of all principal, interest and applicable fees owed. That amount is \$13,916,942.19 as of June 5, 2009. If Lender does not receive payment of all principal, interest and applicable fees and its costs due by the close of business on June 19, 2009, including applicable per diem charges accruing after June 5, 2009, Lender will proceed immediately, and without further notice, with any and all appropriate remedies, including but not limited to foreclosure of Borrower's interest in the collateral securing the Loan. In addition, Lender demands that Borrower pay Lender's costs and expenses, including Lender's attorneys' fees and expenses, incurred in connection with the enforcement of the Loan.

Demand To Guarantor:

As described above, Guarantor has guaranteed Borrower's indebtedness under the Loan. Therefore, Lender hereby demands immediate payment by Guarantor of the \$13,916,942.19 plus per diem charges currently in the amount of \$3,212.33 on the Loan accruing daily after June 5, 2009. In addition, Lender demands that Guarantor pay Lender's costs and expenses, including Lender's attorneys' fees and expenses, incurred in connection with the enforcement of the Loan.

RESERVATION OF RIGHTS

As provided in the Loan Documents, all reasonable fees and expenses, including reasonable attorneys' fees and expenses, incurred by Lender to enforce the Loan or any of the Loan Documents or to preserve any of Lender's rights and remedies, shall be paid by Borrower and guaranteed by Guarantor. In addition, interest shall continue to accrue as set forth in the Loan Documents. Lender reserves its rights to pursue any or all remedies under the Loan Documents, at law or in equity, including but not limited to claims for attorneys' fees and costs. Lender reserves all of its rights with respect to any partial payments, and the acceptance of any partial payments shall not operate as a waiver of any right, remedy, power or privilege set forth in the Loan Documents or as an extension or modification of the Loan. Any partial payment of the above-recited amounts will be at the Borrower's and Guarantor's risk, as applicable, and acceptance by Lender of any such partial payment shall not constitute compliance with the terms of this letter and shall not constitute a cure of the Loan or a reinstatement of the terms of the Loan or a

cure of any of Borrower's or Guarantor's defaults. Receipt of the item(s) listed above by Lender does not constitute acceptance by Lender of the material submitted, or discharge of any default without further written notice by Lender. The recital herein of an event of default shall not be deemed a waiver of any other events of default, or conditions which, whether currently existing, hereafter arising or upon the passage of time may become events of default that are existing but not specified, and regardless of whether the same are known to Lender.

The foregoing does not constitute a waiver of any term, provision, condition, covenant or agreement contained in any of the Loan Documents, nor a cure, modification or extension thereof, nor shall it (i) operate as a waiver of any right, remedy, power or privilege thereunder, (ii) prejudice or preclude any other or further exercise thereof or the exercise of any right or remedy provided by law or in equity, (iii) entitle Borrower or Guarantor to any other or further notice or demand whatsoever, or (iv) in any way modify, change, impair, affect, diminish or release any liability of Borrower or Guarantor under or pursuant to any of the Loan Documents.

Lender expressly reserves all of its rights and remedies at law or in equity with respect to any and all claims against Borrower and Guarantor.

Regards,


U.S. Bank, N.A.

Jill Casselman
Special Assets Manager
U.S. Bancorp

cc: Harold P. Reichwald, Esq.
Justin K. Thompson, Esq.

Schedule of Amount Owed
As of June 5, 2009

\$13,399,995.41	Principal
\$497,911.04	Interest
\$18,952.74	Late Fees
\$20.00	UCC termination fee*
\$45.00	Reconveyance fee*
\$18.00	Recording fee*
\$13,916,942.19	Total

* Fees associated with payoff of loan and reconveyance of deed of trust

41400710.1

EXHIBIT J - APPRAISAL

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