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CLASS NO.	DESCRIPTION	IMPAIRED (Y/N)	TREATMENT
			<p>Maturity Date, as applicable; provided however, that the Wells Note shall be amended to provide that the Reorganized Debtor must provide at least 60 days written notice of any prepayment occurring after the Effective Date and through the original maturity date.</p> <p>Guaranties. On the Effective Date, the New Guarantors shall each execute a New Guaranty of the Debtor's obligations under the Wells Loan Documents and an environmental indemnity agreement in a form satisfactory to Wells.</p> <p>Wells Quarterly Reports. After the Effective Date through the Extended Wells Maturity Date, the First Extended Wells Maturity Dates or the Second Extended Wells Maturity Dates, as applicable, the Reorganized Debtor shall provide reports to the Current Special Servicer on a quarterly basis on January 31, April 30, July 31 and October 31, commencing on the first such date which is at least 90 days after the Effective Date. The quarterly reports shall consist of, among other things, the Reorganized Debtor's gross revenue, operating expenses, payments disbursed under the Plan, tax payments, and any other information reasonably required by Wells ("Wells Quarterly Reports"). The failure to deliver such Quarterly Reports to the Current Special Servicer within 30 days after the applicable quarterly due date shall not constitute a Material Default. However, in the event that any Wells Quarterly Report is not timely delivered and after 15 days following receipt by the Debtor of notice from Wells specifying the delinquent report, Wells may seek from the Court an order compelling the delivery of such reports, and the Reorganized Debtor shall reimburse Wells for its reasonable attorneys fees and costs actually incurred in connection with obtaining such order as an obligation under the Wells Loan Documents.</p> <p>Wells Deposit Account Agreements. On or after the Effective Date, at Wells' election, the Debtor will execute and deliver the Wells</p>

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CLASS NO.	DESCRIPTION	IMPAIRED (Y/N)	TREATMENT
			<p>Deposit Account Agreements in a form acceptable to the parties in their absolute and sole discretion, and consistent in all respects with the treatment of Class 1A under the Plan and the Plan Support Agreement. The terms of the Wells Deposit Account Agreements are deemed incorporated into the Plan when executed by all parties.</p> <p>The Debtor shall on the Effective Date open an account (“Deposit Account”) (separate from the Debtor’s operating account) at an independent banking institution (“Deposit Bank”) acceptable to Wells. Additionally, within 90 days of the Effective Date, Wells, the Debtor/Reorganized, Debtor and the Deposit Bank will execute the applicable documents comprising the Wells Deposit Account Agreements.</p> <p>Under the Wells Deposit Account Agreements, all rents and income generated from the Story Building Property and the proceeds of the Deposit Account shall remain under the complete and exclusive control and authority of the Debtor/Reorganized Debtor unless and until the occurrence of a Material Default (after any applicable grace period). The Deposit Account remains the property of the Debtor/Reorganized Debtor, and the Debtor/Reorganized Debtor has the complete and exclusive control and authority over the same unless and until the occurrence of a Material Default (after any applicable grace period). All rents and income of the Story Building Property are deposited in the Deposit Account and all such funds shall promptly be swept to the Debtor/Reorganized Debtor’s operating account (other than a \$1,000 minimum balance maintained in the Deposit Account) which may be applied by Wells as provided in the Wells Loan Documents.</p> <p>Upon and during the continuance of a Material Default (after any applicable grace period), Wells may obtain an order of the Bankruptcy Court after reasonable notice, authorizing the Deposit Bank to sweep rents and income generated from the Story Building Property</p>

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CLASS NO.	DESCRIPTION	IMPAIRED (Y/N)	TREATMENT
			<p>deposited into the Deposit Account to a “Wells’ Lockbox Account” rather than sweeping the funds to the Debtor/Reorganized Debtor’s operating account, and Wells (or the Master or Special Servicer, as applicable) shall have the authority and control over the funds in the Deposit Account during such period until such time as the Material Default is cured or further order of the Bankruptcy Court is obtained by the Reorganized Debtor.</p> <p>Other Effects of Confirmation respecting the Wells Loan Documents. As of the Effective Date, conditioned upon the timely payment of the amounts set forth herein (i) any and all monetary and non-monetary defaults under any and all of the Wells Loan Documents (including, without limitation, any Required Yield Maintenance assessed as a consequence of default) shall be deemed cured and waived as of the Effective Date; (ii) the Wells Loan Documents shall be deemed to be amended by the Plan; (iv) the terms of the Wells Loan Documents which do not conflict with, or are not inconsistent with, the Plan remain in full force and effect unless otherwise modified by, or inconsistent with, the Plan or any of its terms; (v) the Plan shall control over any conflicting provision, or in the event of any ambiguity, between the terms of the Wells Loan Documents and Loan Modification Agreement, on the one hand, and the Plan, on the other hand; and, (vi) the Wells Loan Documents shall be deemed reinstated as of the Effective Date, and the maturity date reinstated as existed before any default, subject to the Extended Wells Maturity Date, or the First Extended Wells Maturity Dates or Second Extended Wells Maturity Date, as applicable.</p> <p><u>Option 2</u></p> <p>In the event that the Debtor’s assets are sold pursuant to a Sale, Wells’ Allowed Claim shall be paid pursuant to the Plan and Plan Support Agreement in (A) Cash or (B) solely in the case of a Sale to a purchaser that utilizes the Stapled Financing, Cash in the amount of the Option 2 Cure and Reinstatement Payment plus the applicable New Note, the applicable New Mortgage, the applicable New Non-recourse Carveout Guaranty and New Environmental Indemnity Agreement and the applicable</p>

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CLASS NO.	DESCRIPTION	IMPAIRED (Y/N)	TREATMENT
			<p>Assumption Agreement and ancillary and related documents.</p> <p>With respect to either Option 1 or 2, the Debtor and the Holder of the Allowed Class 1A Claim shall promptly execute and deliver any and all documents, subject to Wells' approval, and take such other or further actions as are reasonably necessary, appropriate or requested to effectuate the provisions of the Plan.</p>
1B	<p>Secured Claim of BLACKHAWK</p> <p>Collateral description = Story Building Property</p> <p>Scheduled D Claim amount = \$72,011</p> <p>Fair Market Value of Story Building Property collateral = \$22 million, which amount is based on the proposed purchase price offered by the Stalking Horse Bidder.</p> <p>Filed Claim Amount = \$64,593.59 per POC No. 3</p> <p>Secured Claim = \$64,593.59 (estimated)</p> <p>General Unsecured Claim = \$0 (estimated) [see discussion in Class 4]</p>	Class 1B is impaired.	<p>Class 1B Payments.</p> <p>Option 1 - After Effective Date, the Holder of the Allowed Class 1B Claim shall receive on account of such Allowed Secured Claim deferred Cash payments totaling the Allowed Secured Class 1B Claim, of a value, as of the Effective Date equal to the interest of the Holder of the Allowed Secured Class 1B Claim in the Story Building Property, paid as follows:</p> <p>(A) Quarterly installments of \$1125 on March 31, June 30, September 30 and December 31 (or the first Business Day thereafter) of each calendar year, commencing on a date which is the first such date after the Effective Date and continuing on each such date thereafter until a date which is the last day of the applicable Extended Wells Maturity Date;</p> <p>(B) One (1) payment of the balance of the Allowed Secured Claim and all accrued interest in full on the later of December 31, 2015, or a date which is the last day of the Extended Wells Maturity Date.</p> <p>Applicable Interest Rate. The Allowed Secured Claim shall accrue simple interest after the Effective Date at the annual rate of 5.6%, or such other rate as determined by the Court to be the appropriate interest rate to be applied to the future payment stream to be made after the Effective Date.</p> <p>Option 2 – In the event that the Debtor's assets are sold pursuant to a Sale, except to the extent that a Holder of an Allowed Class 1B Secured Claim agrees to a less favorable treatment to such Holder, in exchange for full and final</p>

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CLASS NO.	DESCRIPTION	IMPAIRED (Y/N)	TREATMENT
			<p>satisfaction, settlement, release, discharge, and compromise of the Allowed Class 1B Secured Claim against the Debtor, each Holder of such Claim shall, at the option of the Debtor:</p> <p>(i) be paid in full in Cash in an amount equal to such Allowed Class 1B Secured Claim ten (10) Business Days after the close of escrow for the Sale;</p> <p>(ii) receive the collateral securing any such Allowed Class 1B Secured Claim and be paid interest required to be paid under Bankruptcy Code § 506(b); or</p> <p>(iii) otherwise be treated in any other manner such that the Allowed Class 1B Secured Claim shall be rendered unimpaired on the later of the Effective Date and the date on which such Class 1B Secured Claim becomes an Allowed Claim or as soon as reasonably practicable thereafter have its Allowed Class 1B Secured Claim be reinstated in accordance with Bankruptcy Code § 1124, which treatment may include the assumption of such Allowed Class 1B Secured Claim by a Purchaser.</p> <p>Miscellaneous Provisions. Any defenses, objections, counterclaims, rights, rights of offset or recoupment of the Debtor or the Estate with respect to such Claims shall vest in and inure to the benefit of the Reorganized Debtor.</p> <p>The Holder of the Allowed Class 1B Claim shall promptly execute and deliver any and all documents and take such other or further actions as are reasonably necessary, appropriate or requested by the Reorganized Debtor to effectuate the provisions of the Plan.</p>
1C	<p>Secured Claim of LIFTECH</p> <p>Collateral description = Story Building Property</p>	Class 1C is impaired.	<p>Class 1C Payments.</p> <p>Option 1 - Liftech has two alternative treatments under Option 1 depending on whether it timely submits a Ballot voting in favor of the Plan.</p> <p>(A) In the event Liftech (a) executes and</p>

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CLASS NO.	DESCRIPTION	IMPAIRED (Y/N)	TREATMENT
	Fair Market Value of Story Building Property collateral = \$22 million, which amount is based on the proposed purchase price offered by the Stalking Horse Bidder.		delivers a timely Ballot accepting the Plan in each such Class in which it asserts a Claim including, without limitation, Class 4, and (b) enters into an agreement to complete the elevators located on the Story Building Property pursuant to agreement between Liftech and the Debtor, then on the Effective Date, Liftech shall be deemed to have an Allowed Secured Claim in the amount of \$246,708, which shall be paid as follows from New Value Contributions: (a) \$100,000 on the Effective Date of the Plan, (b) \$100,000 on completion of the elevators, and (c) the balance of \$46,708 paid on issuance of the permit for the elevators.
	Scheduled D Claim amount = \$246,708		
	Filed Claim Amount = \$246,708 per POC No. 4		
	Secured Claim = \$0 (Disputed)		(B) Alternatively, if Liftech does not timely submit a ballot voting in favor of the Plan, on the Effective Date, or as soon thereafter as practicable, the Holder of the Allowed Class 1C Secured Claim shall receive on account of such Allowed Secured Claim:
	General Unsecured Claim = Disputed Claim)		After Effective Date, the Holder of the Allowed Class 1C Claim shall receive on account of such Allowed Secured Claim deferred Cash payments totaling the Allowed Secured Class 1C Claim, of a value, as of the Effective Date equal to the interest of the Holder of the Allowed Secured Class 1C Claim in the Story Building Property, paid as follows:
			(A) Quarterly installments of \$4,256 on March 31, June 30, September 30 and December 31 (or the first Business Day thereafter) of each calendar year, commencing on a date which is the first such date after the Effective Date and continuing on each such date thereafter until a date which is the last day of the applicable Extended Wells Maturity Date;
			(B) One (1) payment of the balance of the Allowed Secured Claim and all accrued interest in full on the later of December 31, 2015, or a date which is the last day of the Extended Wells Maturity Date.
			Applicable Interest Rate. The Allowed Secured Claim held by Liftech shall accrue simple interest after the Effective Date at the annual rate of 5.6%, or such other rate as determined by the Court to be the appropriate

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CLASS NO.	DESCRIPTION	IMPAIRED (Y/N)	TREATMENT
			<p>interest rate to be applied to the future payment stream to be made after the Effective Date.</p> <p>Option 2 – In the event that the Debtor’s assets are sold pursuant to a Sale, except to the extent that a Holder of an Allowed Class 1C Secured Claim agrees to a less favorable treatment to such Holder, in exchange for full and final satisfaction, settlement, release, discharge, and compromise of the Allowed Class 1C Secured Claim against the Debtor, each Holder of such Claim shall, at the option of the Debtor:</p> <p>(i) be paid in full in Cash in an amount equal to such Allowed Class 1C Secured Claim ten (10) Business Days after the close of escrow for the Sale;</p> <p>(ii) receive the collateral securing any such Allowed Class 1C Secured Claim and be paid interest required to be paid under Bankruptcy Code § 506(b); or</p> <p>(iii) otherwise be treated in any other manner such that the Allowed Class 1C Secured Claim shall be rendered unimpaired on the later of the Effective Date and the date on which such Class 1C Secured Claim becomes an Allowed Claim or as soon as reasonably practicable thereafter have its Allowed Class 1C Secured Claim be reinstated in accordance with Bankruptcy Code § 1124, which treatment may include the assumption of such Allowed Class 1C Secured Claim by a Purchaser.</p> <p>Miscellaneous Provisions. Any defenses, objections, counterclaims, rights, rights of offset or recoupment of the Debtor or the Estate with respect to such Claims shall vest in and inure to the benefit of the Reorganized Debtor.</p> <p>The Holder of the Allowed Class 1C Claim shall promptly execute and deliver any and all documents and take such other or further actions as are reasonably necessary, appropriate or requested by the Reorganized Debtor to effectuate the provisions of the Plan.</p>

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CLASS NO.	DESCRIPTION	IMPAIRED (Y/N)	TREATMENT
1D	<p>Secured Claim of USV</p> <p>Story Building Property</p> <p>Fair Market Value of Story Building Property collateral = \$22 million, which amount is based on the proposed purchase price offered by the Stalking Horse Bidder.</p> <p>Scheduled D Claim amount = \$64,027</p> <p>Filed Claim Amount= None</p> <p>Secured Claim = \$0 (estimated)</p> <p>General Unsecured Claim = \$64,027 (estimated) [see Class 4]</p>	Class 1D is impaired.	<p>Class 1D Payments.</p> <p>Option 1 - On the Effective Date or as soon thereafter as practicable, the Holder of the Allowed Class 1D Secured Claim shall receive on account of such Allowed Secured Claim:</p> <p>After Effective Date, the Holder of the Allowed Class 1D Claim shall receive on account of such Allowed Secured Claim deferred Cash payments totaling the Allowed Secured Class 1D Claim, of a value, as of the Effective Date equal to the interest of the Holder of the Allowed Secured Class 1D Claim in the Story Building Property, paid as follows:</p> <p>(A) Quarterly installments of \$1,104 on March 31, June 30, September 30 and December 31 (or the first Business Day thereafter) of each calendar year, commencing on a date which is the first such date after the Effective Date and continuing on each such date thereafter until a date which is the last day of the applicable Extended Wells Maturity Date</p> <p>(B) One (1) payment of the balance of the Allowed Secured Claim and all accrued interest in full on the later of December 31, 2015, or a date which is the last day of the Extended Wells Maturity Date.</p> <p>Applicable Interest Rate. The Allowed Secured Claim held by USV shall accrue simple interest after the Effective Date at the annual rate of 5.6%, or such other rate as determined by the Court to be the appropriate interest rate to be applied to the future payment stream to be made after the Effective Date.</p> <p>Option 2 – In the event that the Debtor’s assets are sold pursuant to a Sale, except to the extent that a Holder of an Allowed Class 1D Secured Claim agrees to a less favorable treatment to such Holder, in exchange for full and final satisfaction, settlement, release, discharge, and compromise of the Allowed Class 1D Secured Claim against the Debtor, each Holder of such</p>

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CLASS NO.	DESCRIPTION	IMPAIRED (Y/N)	TREATMENT
			<p>Claim shall, at the option of the Debtor:</p> <p>(i) be paid in full in Cash in an amount equal to such Allowed Class 1D Secured Claim ten (10) Business Days after the close of escrow for the Sale;</p> <p>(ii) receive the collateral securing any such Allowed Class 1D Secured Claim and be paid interest required to be paid under Bankruptcy Code § 506(b) of the Bankruptcy Code; or</p> <p>(iii) otherwise be treated in any other manner such that the Allowed Class 1D Secured Claim shall be rendered unimpaired on the later of the Effective Date and the date on which such Class 1D Secured Claim becomes an Allowed Claim or as soon as reasonably practicable thereafter have its Allowed Class 1D Secured Claim be reinstated in accordance with Bankruptcy Code § 1124, which treatment may include the assumption of such Allowed Class 1D Secured Claim by a Purchaser.</p> <p>Miscellaneous Provisions.</p> <p>Any defenses, objections, counterclaims, rights, rights of offset or recoupment of the Debtor or the Estate with respect to such Claims shall vest in and inure to the benefit of the Reorganized Debtor.</p> <p>The Holder of the Allowed Class 1D Claim shall promptly execute and deliver any and all documents and take such other or further actions as are reasonably necessary, appropriate or requested by the Reorganized Debtor to effectuate the provisions of the Plan.</p>
2	<p>OTHER SECURED CLAIMS</p> <p>Total Claim amount = \$0 (precautionary listing only)</p>	Class 2 is not impaired.	<p>Option 1 and Option 2 - Class 2 is unimpaired under the Plan, and the legal, equitable, and contractual rights of Holders of Allowed Class 2 Claims are unaltered by the Plan. Unless the Holder of an Allowed Class 2 Claim in a particular Class 2 subclass agrees to other treatment, on or as reasonably practicable after the Effective Date, such Holder shall receive, at the Reorganized Debtor's option: (i) Cash in the Allowed amount of such Holder's Allowed Class 2 Claim; (ii) the return of the collateral securing such Allowed Class 2 Claim; or, (iii)</p>

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CLASS NO.	DESCRIPTION	IMPAIRED (Y/N)	TREATMENT
			<p>(a) the cure of any default, other than a default of the kind specified in Bankruptcy Code § 365(b)(2) that Bankruptcy Code § 1124(2) requires to be cured, with respect to such holder's Allowed Class 2 Claim, without recognition of any default rate of interest or similar penalty or charge, and upon such cure, no default shall exist; (b) the reinstatement of the maturity of such Allowed Class 2 Claim as the maturity existed before any default, without recognition of any default rate of interest or similar penalty or charge; and, (c) its unaltered legal, equitable, and contractual rights with respect to such Allowed Class 2 Claim. Any defenses, counterclaims, rights of offset or recoupment of the Debtor or the Estate with respect to such Claims shall vest in and inure to the benefit of the Reorganized Debtor.</p> <p>Not later than the Exhibit Filing Date, the Debtor shall file with the Court a schedule setting forth the proposed amount necessary to pay the Allowed Class 2 Claims in full. The Confirmation Order shall constitute a conclusive determination as to the amount of the Allowed Class 2 Claims to be paid on the Effective Date.</p>

Classes of Classified Priority Claims

Classified Priority Claims are required to be placed into Classes. These types of Claims are entitled to priority treatment as follows: the Bankruptcy Code requires that each Holder of such a Claim receive Cash on the Effective Date equal to the Allowed amount of such Claim. However, the Holders of Classified Priority Claim may vote to accept deferred Cash payments of a value, as of the Effective Date, equal to the Allowed amount of such Claims.

The Debtor does not believe that any Classified Priority Claims exist. To the extent they do, the Classified Priority Claims shall receive the following treatment under the Plan:

CLASS NO.	<u>DESCRIPTION</u>	<u>IMPAIRED (Y/N)</u>	<u>TREATMENT</u>
3	<p>PRIORITY UNSECURED CLAIMS Allowed Claims pursuant to Bankruptcy Code §§ 507(a) (3), (4), (5), (6), and (7).</p>	Class 3 is not impaired.	<p>Option 1 and Option 2 - On the Effective Date, each Holder of an Allowed Class 3 Claim will receive Cash in an amount equal to the principal amount of the Allowed Class 3 Claim.</p>

CLASS NO.	<u>DESCRIPTION</u>	<u>IMPAIRED (Y/N)</u>	<u>TREATMENT</u>
	Estimated Amount of Allowed Claims = \$0.		

The aggregate amount of Cash, if any, required to pay in full all of the foregoing Class 3 Claims, if any, is referred to hereinafter as the “**Priority Unsecured Claims Funding Amount**”.

Classes of General Unsecured Claims

General Unsecured Claims are unsecured Claims not entitled to priority under Bankruptcy Code §507(a). The following chart identifies the Plan’s treatment of the Classes containing all of the Debtor’s General Unsecured Claims:

CLASS NO.	<u>DESCRIPTION</u>	<u>IMPAIRED (Y/N)</u>	<u>TREATMENT</u>
4	<p>GENERAL UNSECURED CLAIMS</p> <p>Class 4 consists of all General Unsecured Claims which are Allowed Claims, including, without limitation, the Allowed Claim, if any, of Class 1B, 1C and/or 1D to the extent that such claims are Allowed, but are not Secured Claims.</p> <p>Estimated amount of Allowed Claims \$3,863,376, including the Liftech filed Claim in the amount= \$55,408.33 per POC No. 4, excluding the Allowed Claim, if any, of Class 1B, 1C and/or 1D to the extent that such claims are Allowed, but are not Secured Claims.</p>	Class 4 is impaired.	<p>Option 1 - Following the Effective Date, each Holder of an Allowed Claim in Class 4 (excluding any Insider) shall receive:</p> <p>(A) Its pro rata share of quarterly installments of \$1,771.23 on March 31, June 30, September 30 and December 31 (or the first Business Day thereafter) of each calendar year, commencing on a date which is the first such date after the Effective Date and continuing on each such date thereafter until a date which is the last day of the applicable Extended Wells Maturity Date;</p> <p>(B) One (1) payment of the balance of the Allowed Claims and all accrued interest in full on or before the date which is the last day of the applicable Extended Wells Maturity Date.</p> <p>Applicable Interest Rate. The Allowed General Unsecured Claims shall accrue simple interest after the Effective Date at the annual rate of 2.25%, or at such other rate as determined by the Court to be the appropriate interest rate to be applied to the future payment stream to be made after the Effective Date.</p>

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CLASS NO.	DESCRIPTION	IMPAIRED (Y/N)	TREATMENT
			<p>Miscellaneous Provisions. The Holder of any Allowed Claim of Falcon shall defer payment of the Pro Rata distribution to which such Holder is entitled to receive on behalf of its Allowed Class 4 Claim to the payment of the payment of the Pro Rata Distribution to the Holders of Allowed Class 4 Claims and until the Holder of the Allowed Class 1A Claim is paid in full.</p> <p>In no event shall distributions under paragraphs (A) and (B) in this Class 4 exceed the present value of any Holders Allowed Class 4 Claim.</p> <p>Any defenses, objections, counterclaims, rights, rights of offset or recoupment of the Debtor or the Estate with respect to such</p> <p>Claims shall vest in and inure to the benefit of the Reorganized Debtor.</p> <p>Option 2 – In the event that the Debtor’s assets are sold pursuant to a Sale, except to the extent that the Holder of an Allowed Class 4 General Unsecured Claim and the Debtor agree to less favorable treatment to such Holder, in exchange for full and final satisfaction, settlement, release, discharge, and compromise of each Allowed General Unsecured Claim, the Holder of an Allowed General Unsecured Claim shall receive Cash in an amount equal to the amount of such Holder’s Allowed Class 4 General Unsecured Claim without interest thereon ten (10) Business Days after the close of escrow for the Sale.</p>

Class of the Interest Holder

The Interest Holder is the party who holds the ownership interests (i.e., equity interests) in the Debtor. The following chart identifies the Plan’s treatment of the Class consisting of the Interest Holder:

CLASS NO.	DESCRIPTION	IMPAIRED (Y/N)	TREATMENT
5	INTEREST HOLDER	Class 5 is impaired.	Option 1 - The Interest held by the Interest Holder shall remain unaffected by the Plan.

		<p>Option 2- In the event that the Debtor's assets are sold pursuant to a Sale, to the extent that there is Cash Consideration remaining after the payment of all of the distributions to the Holders of unclassified claims, administrative expenses, Claims in Classes 1-4 as set forth above and any other Claims with priority over the Interests under the Bankruptcy Code, and except to the extent that the Holder of an Allowed Class 5 Interest and the Reorganized Debtor agree to less favorable treatment to such Holder, in exchange for full and final satisfaction, settlement, release, discharge, and compromise of each Allowed Interest, the Holder of an Allowed Interest will receive the remaining available Cash Consideration.</p>
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D. OPTION 2 – SALE

The Debtor's assets will be sold to the Stalking Horse Bidder or Qualified Bidder submitting the highest and best offer pursuant to a Sale as set forth in this section and the proceeds of such Sale shall be used to satisfy the Debtor's obligations under the Plan in the event that the New Value Conditions are not timely satisfied. If, and only if, the New Value Conditions are not timely satisfied and the Option 2 Sale applies, the following sales procedures will apply to the Sale:

1. Sale

a. **Generally**

The marketing of the Story Building Property will commence as soon as practical after the Confirmation Date, with the following anticipated timetable:

- Initial bids for the Story Building Property will be due sixty (60) days after the broker has finalized offering materials;
- During such sixty (60) period, potential bidders may visit the Story Building Property and conduct other due diligence (to the extent provided below) and will submit such information to the Debtor and to Wells as is requested by either of the foregoing;
- During the three week period following submission of bids, the Debtor and Wells will evaluate bids submitted by Qualified Bidders and will determine if an auction is necessary or appropriate; and

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- The Debtor may conduct an auction or encourage the submission of revised offers during the following two-week period, after which the Debtor, in consultation with Wells, will select the Successful Bid and the Back-Up Bid.

Notwithstanding the foregoing, the Plan Proponents may modify the above process if, in their judgment, such modification is likely to increase the net proceeds to the Debtor. In addition, the marketing of the Story Building Property may commence prior to the Confirmation Date if the New Value Contributor informs the Debtor in writing that he believes he will be unable to satisfy the New Value Conditions. The Debtor shall continue to operate the Story Building Property until the closing of the Sale.

b. Retention of a Broker

The Debtor will engage a broker to market the Story Building Property. The engagement and compensation of such broker will be subject to the approval of the Court and the consent of Wells, which consent will not be unreasonably withheld.

c. Due Diligence

After reviewing the qualifications of a potential bidder and determining whether such potential bidder is likely to become a Qualified Bidder, the Debtor in consultation with Wells shall provide potential bidders, who execute a confidentiality agreement in customary form, reasonable and timely online access to all non-privileged information reasonably necessary for such potential bidders to conduct appropriate due diligence. Potential bidders shall be given reasonable and timely access to the Story Building Property. Safari, the New Value Contributor and any other managers, directors, officers, agents or employees of the Debtor shall fully cooperate in providing such reasonable access and in providing information reasonably requested by potential bidders, as reasonably requested by the Debtor. Safari, the New Value Contributor and any other managers, directors, officers, agents or employees of the Debtor will fully cooperate with the foregoing due diligence process and promptly provide all information reasonably requested by such broker and/or agents.

d. Stalking Horse

The Stalking Horse Bidder shall serve as a stalking horse for the marketing and sale process for the Story Building Property. The Stalking Horse APA includes customary bidder protections,

1 including a breakup fee and/or expense reimbursement. The Stalking Horse APA, including any bid
2 procedures and bidder protections, shall be subject to approval by the Court.

3 Potential bidders for the Story Building Property may be offered expense reimbursement if in
4 the judgment of the Debtor, in consultation with Wells, such expense reimbursement would maximize
5 the value of the Story Building Property, which expense reimbursement shall be payable from
6 property of the Estate or the Cash Consideration.

7 e. Qualified Bidders and Qualified Bids

8 The Debtor in consultation with Wells will determine if a potential bidder for the Story
9 Building Property is a Qualified Bidder. In order to be a Qualified Bid, such bid, in addition to being
10 submitted by a Qualified Bidder, must contain at a minimum the following items: (a) a statement fully
11 disclosing the identity and beneficial ownership of each entity that is submitting such bid; (b) an
12 executed confidentiality agreement in form and substance acceptable to the Plan Proponents; (c) a
13 statement setting forth the Qualified Bidder's financial capability to perform in the event such bid
14 becomes a Successful Bid or Back-Up Bid and containing financial and other information that will
15 permit the Debtor to make a reasonable determination as to such Qualified Bidder's ability, financial
16 and otherwise, to consummate a Sale and, if such Qualified Bidder is seeking to utilize the Stapled
17 Financing, to enable Wells to make a determination as to whether to offer Stapled Financing to such
18 Qualified Bidder; (d) a statement of whether such Qualified Bidder intends to utilize the Stapled
19 Financing, and if so, the amount of the requested Stapled Financing, procure other financing or pay on
20 an all Cash basis; (e) a description of any contingencies to such bid; (f) a statement that the bid is not
21 subject to any further due diligence or financing contingencies; (g) a commitment to pay and perform,
22 as applicable, all Cure Obligations with respect to any executory contracts and unexpired leases that
23 are to be assumed by the Debtor and assigned to the Successful Bidder at the closing of the Sale; (h) a
24 deposit in the form of a letter of credit or Cash in an amount equal to \$250,000.00; (i) a markup of the
25 Stalking Horse APA showing any changes sought by the bidder as part of its bid; (j) stating that such
26 bid is irrevocable until the closing of the Sale if such Qualified Bid becomes a Successful Bid or Back-
27 Up Bid and otherwise is irrevocable until the Successful Bid and the Back-Up Bid are determined; (k)
28 evidence that such bid has received all required approvals from such Qualified Bidder's board of

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1 directors or other governing body; and (l) other customary and usual terms and items.
2 Notwithstanding the foregoing, the Debtor, in consultation with Wells, may modify any of the
3 foregoing requirements where doing so is consistent with its fiduciary duties and would result in a
4 higher and better bid for the Story Building Property. The bid by the Stalking Horse Bidder set forth
5 in the Stalking Horse APA shall be a Qualified Bid. No provision of the Plan shall prevent or be
6 construed to prevent, Safari, Gholam Ali Safari, or any other Insider or related party from submitting a
7 competing bid; provided however that if any of the foregoing submit a competing bid an interim chief
8 restructuring officer or plan administrator shall be appointed by the Debtor from a list of three
9 potential candidates provided by Wells for the limited purpose of conducting the sale process, and
10 such interim chief restructuring officer or plan administrator shall have sole authority for conducting
11 the sale process as set forth herein, including but not limited to making all determinations regarding
12 the bids and bidders, and the forgoing parties shall not receive any non-public information regarding
13 other potential bidders or bids or have any input into the sale process or the selection of bids and
14 bidders.

15 f. Auction

16 If multiple bids from Qualified Bidders are submitted, an auction may be conducted. The
17 Debtor, in consultation with Wells, shall have the right to control the order of the sale and the form of
18 auction and to conduct the auction.

19 g. Stapled Financing

20 i. **Generally**

21 Wells may offer secured financing to Qualified Borrowers in connection with the Sale in the
22 form of assumption of the Wells Loan, as amended by the Assumption Agreement. Such financing,
23 subject to all of the terms and conditions set forth in the Plan, is referred to as the "*Stapled*
24 *Financing*." The decision of Wells to provide Stapled Financing to any Qualified Bidder shall be
25 made by made by Wells in its sole and absolute discretion. Wells may also elect, in its sole and
26 absolute discretion, to vary the terms and conditions of such Stapled Financing. Without limiting the
27 foregoing, the fact that a bidder is a Qualified Bidder shall not, in and of itself, establish an entitlement
28 to the Stapled Financing or that such Qualified Bidder is a Qualified Borrower.

1 ii. **Amount of Potential Financing**

2 The maximum amount of the Stapled Financing that may be provided to any Qualified
3 Borrower will be in a maximum amount of the unpaid principal balance of the Wells Loan after
4 payment of amounts from the Cash Consideration of the Option 2 Cure and Reinstatement Payment
5 less \$1,000,000.00, which represents a compromise of the amount of the default interest component of
6 the Wells Allowed Claim. The maximum amount of the Stapled Financing to be provided hereunder
7 is estimated to be approximately \$11,560,000. In no event shall the aggregate amount of Stapled
8 Financing made available to all Qualified Borrowers exceed the outstanding principal balance of the
9 Wells Loan as of the Petition Date. Any Qualified Bid that contemplates the use of Stapled Financing
10 shall include the amount of Stapled Financing requested and indicate any other terms proposed by
11 such Qualified Bidder with respect to such Stapled Financing, including any credit enhancements or
12 other terms. The amount of any Qualified Bid by a Successful Bidder in excess of the amount of such
13 Stapled Financing, shall be payable to the Debtor in Cash at the closing of the Sale by the Successful
14 Bidder to be distributed to the Holders of Allowed Claims and Interests as set forth in the Plan.
15 Qualified Bidders are not required to utilize such Stapled Financing and may elect instead to obtain
16 other financing and/or to pay Cash.

17 iii. **Interest Rate and Stated Maturity Date**

18 Prior to an event of default, the Stapled Financing shall bear interest at the rate provided for in
19 the Wells Loan Documents (i.e., a non-default rate of 5.6% per annum). Interest shall be due and
20 payable on the normal payment date and shall be calculated in accordance with the Wells Loan
21 Documents. The maturity date of the Stapled Financing shall be February 11, 2014, which date may
22 be extended at the sole discretion of Wells.

23 iv. **Certain Additional Matters**

24 A Qualified Bidder who submits a Successful Bid that is approved as eligible for Stapled
25 Financing by Wells and who elects to utilize the Stapled Financing shall, at the closing of the Sale: (i)
26 assume the Wells Loan and the Wells Loan Documents, as modified, by executing and delivering to
27 Wells an Assumption Agreement, (ii) execute and deliver to Wells a New Note in the applicable
28 amount, (iii) execute and deliver to Wells a New Non-Recourse Carveout Guaranty, and (iv) execute

1 and deliver to Wells a New Environmental Indemnity Agreement. Assumption of the Wells Loan and
2 the Wells Loan Documents by the Successful Bidder shall also be subject to other usual and customary
3 terms and conditions, including the payment for and delivery of acceptable title insurance in favor of
4 Wells, and shall be at the sole and absolute discretion of Wells, and the form of any ancillary
5 document shall be subject to the approval of Wells in its sole and absolute discretion. Without
6 limiting the foregoing, any management agreement by a party desiring to utilize the Stapled Financing
7 shall be subject to the approval of Wells and shall be subordinated to the full and complete repayment
8 of the Stapled Financing (provided, that ordinary management fees and expenses may be paid if no
9 default or event of default exists with respect to the Stapled Financing).

10 **E. MEANS OF EFFECTUATING THE PLAN**

11 1. Funding For The Plan

12 A. The Plan provides for two alternative sources for funding the Plan.
13 Under Option 1, the payments due under the Plan will be funded from continued business
14 operations and the New Value Contribution. As a condition precedent to Option 1, the
15 New Value Conditions must be timely satisfied as set forth herein. Alternatively, the
16 Debtor's assets will be sold to the Stalking Horse Bidder or Qualified Bidder submitting
17 the highest and best offer pursuant to a Sale as set forth in Section III.D of the Plan under
18 Option 2 and the proceeds of such Sale shall be used to satisfy the Debtor's obligations
19 under the Plan in the event the New Value Conditions are not timely satisfied.

20 B. *Additional Means of Effectuating the Plan Under Option 1:* The
21 following additional provisions relate to effectuating the Plan if the Plan becomes
22 Effective Under Option 1:

23 a. The Reorganized Debtor will not use Net Rental Income to
24 pursue litigation against Liftech or Broadway Exchange Building LLC ("**Broadway**"),
25 absent the express written consent of Wells.

26 b. Payments to junior classes shall be funded from the New
27 Value Contributions. The New Value Deposit shall be made on before fourteen (14) days
28 prior to the Effective Date. Pursuant to the proposed Plan, a portion of the New Value

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1 was deposited with the Debtor as part of the New Value Contribution in the amount of
2 \$110,000 on November 25, 2011 and an additional \$60,000 on January 10, 2012. With
3 the consent of Wells, the foregoing New Value Contributions were used to pay
4 administrative property taxes and insurance for the Story Building Property. Since the
5 Petition Date, an aggregate amount of approximately \$300,000 in new value (inclusive of
6 the \$170,000 discussed above) has already been contributed on behalf of Safari and used
7 to fund real estate taxes and insurance. The New Value Deposit may be used for
8 purposes of satisfying, in whole or in part, fees and expenses of the Debtor's professional
9 as approved by the Court to the extent such fees and expenses are not compensable from
10 cash collateral. The New Value Contribution for professional fees and expenses shall be
11 in amount agreed to between the Debtor and such professionals prior to the Confirmation
12 Hearing. The Debtor and the New Value Contributor represent and warrant that each and
13 every New Value Contribution shall be made in accordance with all United States
14 governmental laws and regulations, including, but not limited to the Patriot Act, and that
15 the source of funds shall not be prohibited by any United States government laws and
16 regulation, including, but not limited to the Patriot Act. Neither the Debtor nor any
17 person or entity owning any direct or indirect ownership or beneficial interest in the
18 Debtor or providing, directly or indirectly, any of the funds used in connection with this
19 Plan is a person or entity named on a list maintained by the OFAC and any other similar
20 list maintained by the U.S. Treasury Department, OFAC pursuant to any requirements of
21 law including, without limitation, trade embargo, economic sanctions or other
22 prohibitions imposed by Executive Order of the President of the United States, or is a
23 Specially Designated National or Blocked Person under the programs administered by or
24 in connection with OFAC. The term "person or entity" as used in this paragraph shall
25 include, without limitation, any state, country, territory, governmental entity, and non-
26 governmental organization.

27 c. The initial maturity date under the Wells Loan Documents
28 will be extended to the Extended Wells Maturity Date and may be further extended to the

1 First Extended Wells Maturity Date and the Second Extended Wells Maturity Date upon
2 satisfaction of the preconditions set forth in the description of the treatment of Class 1A
3 Claims in section III.C of the Plan.

4 d. After the Effective Date, until the Holder of the Wells
5 Allowed Claim has been paid in full, no payments will be made from Net
6 Rental Income to any Holder of a General Unsecured Claim or Interest, which Holder
7 qualifies as an Insider.

8 e. Safari has dismissed the Safari Bankruptcy Case. To that
9 end, Cash required for payment of claims necessary to effectuate dismissal of the Safari
10 Bankruptcy Case was contributed on behalf of Safari by Gholam Ali Safari.

11 f. Safari's father, Gholam Ali Safari, will become the New
12 Value Contributor. On the Effective Date, Gholam-Ali Safari will execute and deliver
13 the New Value Contribution Agreement. In addition to the Plan payments required to be
14 made from the New Value Contribution, the New Value Contributor is committing under
15 the Plan (to be memorialized in the New Value Contribution Agreement) to infuse
16 sufficient sums as may be necessary to ensure the Debtor's timely payment of the
17 following: (i) operating expenses of the Story Building Property to the extent income
18 falls below projected levels or expenses exceed projected levels; (ii) any shortfall each
19 month in income necessary to make the Class 1A Payment due to Wells in Class 1A; (iii)
20 the Estimated Plumbing/AQMD Renovation Cost; and (iv) any other payments due to
21 Wells under the Plan, including but not limited to the Cure and Reinstatement Payment.
22 Special counsel has been retained by Gholam-Ali Safari to pursue the necessary OFAC
23 approvals required for future New Value Contributions necessary to fund the Plan, at no
24 cost to this Estate. The New Value Deposit may be increased, if necessary, as required by
25 the Court in connection with Confirmation.

26 g. Liftech and the Debtor have reached agreement in principle
27 for the treatment of Liftech's Claims, the essential terms are memorialized in the
28 applicable sections of the Plan respecting the treatment of Liftech's Claims. The

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1 agreement will entail a new elevator servicing agreement between the Debtor and
2 Liftech, to commence after the Effective Date and after payment of the Priority Claim of
3 Liftech and the first \$100,000 payment to Liftech. Liftech and the Debtor intend to draft
4 a separate service agreement to be filed and served prior to the Confirmation Hearing;
5 and, the parties intend seek approval of both the compromise and the agreement
6 contemporaneously with Confirmation. On the Effective Date and after approval and
7 execution of the agreements contemplated herein and provided that Liftech has delivered
8 timely Ballots accepting the Plan in each class in which it holds a claim, the Liftech
9 Avoidance Action will be dismissed with prejudice.

10 C. *Additional Means of Effectuating the Plan Under Option 2*

11 a. In the event Option 2 applies, the Debtor, with the
12 assistance of a broker and other professionals, in consultation with Wells, will market the
13 Story Building Property and enter into the Sale on behalf of the Debtor pursuant to which
14 the Story Building Property will be sold to the Purchaser as set forth in section III.D of
15 this Plan. In connection with such Sale process, Wells may, in its sole and absolute
16 discretion, elect to offer Stapled Financing to Qualified Borrowers. Pending the closing
17 of the Sale, the Debtor will continue to operate the Story Building Property.

18 b. Distributions to Holders of Allowed Claims will be funded
19 from the Cash Consideration.

20 2. Post-Confirmation Management Under Option 1.

21 A. The Reorganized Debtor has the right to continue to manage its
22 property and business after the Effective Date.

23 B. On and after the Effective Date, the Reorganized Debtor will
24 continue to be managed by Gholam Ali Safari.

25 C. All property of the estate will vest on the Effective Date in the
26 Reorganized Debtor, free and clear of all Claims, liens, interests and encumbrances,
27 except as expressly provided for in the Plan.

28

1 3. Claims Resolution Process

2 A. The Debtor in consultation with Wells reserves the right to file
3 objections to Claims and, if necessary, motion(s) to estimate Claims for purposes of
4 voting and distribution, except as provided for under the Plan.

5 B. Any Disputed Claims may be resolved as follows:

6 a. The Debtor or Reorganized Debtor in consultation with
7 Wells may file objections to the Disputed Claims.

8 b. The Debtor in consultation with Wells may request that the
9 Court estimate the allowable amount of any Disputed Claim for purposes of determining
10 voting and/or distribution. However, if such estimation is only for purposes of voting
11 such determination shall neither determine Debtor's actual liability for the Claim nor
12 finally fix the amount of the Claim, which may be later determined by the Court to be
13 higher or lower than the amount estimated.

14 c. The Reorganized Debtor in consultation with Wells
15 reserves its right to file objections to any Claims filed after the date of the Plan, except as
16 provided for under the Plan. As to such newly filed Claims, an order confirming the Plan
17 shall not be res judicata, collateral estoppel, or other bar to the Reorganized Debtor or
18 other party in interest's right to object to such Claims after the Effective Date.

19 d. The Court shall retain jurisdiction to consider all objections
20 to Claims, including objections filed after the Effective Date.

21 4. Disbursing Agent/Distributions

22 A. The Reorganized Debtor shall be the Disbursing Agent designated for the
23 purpose of making all Distributions provided for under the Plan; unless the Reorganized Debtor, in its
24 absolute and sole discretion, elects to designate another, which designee may be an employee, insider
25 or affiliate. The Disbursing Agent may employ or contract with any Person, such as a transfer agent,
26 to assist in or perform the distribution of assets and funds to be distributed. The Disbursing Agent
27 shall serve without bond. If the Disbursing Agent is some person other than Reorganized Debtor, it
28 may receive reimbursement of any and all reasonable expenses incurred, as well as compensation for

1 distribution services rendered pursuant to the Plan of no more than one-half of one percent of net
2 Distributions disbursed, which compensation will be funded by additional New Value Contributions.

3 B. Following the Effective Date, the Disbursing Agent shall make the Distributions
4 to Creditors as and when required under the Plan. Except as otherwise provided by the Plan, all
5 payments and Distributions under the Plan shall be in full and final satisfaction, settlement, release and
6 discharge of all Claims and Interests. Any Creditor may agree to accept a lesser payment or payments.
7 Notwithstanding anything to the contrary herein, no Holder of an Allowed Claim shall receive in
8 respect of such Claim any Distribution of a value in excess of the Allowed Amount of such Claim.
9 Except as otherwise provided by the Plan or related documents, all payments and Distributions made
10 under the Plan with respect to a particular Allowed Claim shall be allocated to the principal amount of
11 such Allowed Claim. Any federal, state or local withholding taxes or other amounts required to be
12 withheld under any applicable law shall be deducted from any Distributions hereunder. All Holders of
13 Claims and Interests shall be required to provide information to effectuate the withholding of such
14 taxes.

15 5. Miscellaneous Issues Regarding Plan Distributions

16 A. Name and Address of Holder. For purposes of all Distributions under the Plan,
17 the Disbursing Agent will be entitled to rely on the name and address of the Person holding each
18 Allowed Claim or Interest as shown on any timely filed Proof of Claim or Interest, or, if none, on the
19 name and address set forth in the Debtor's most recent Schedules filed with the Court, as amended
20 from time to time, except to the extent that the Disbursing Agent first receives adequate written notice
21 of a transfer or change of name and/or address, properly executed by the Person holding the Allowed
22 Claim or Interest or its authorized agent. Unless otherwise agreed by a Person holding a particular
23 Claim or Interest, all Distributions shall be made by regular mail, and in all cases where delivery or
24 Distribution is effectuated by mail, the date of delivery of Distribution shall be the date of mailing.
25 Distributions made in accordance with this paragraph will be deemed delivered to the designated
26 recipient regardless of whether such property is actually received by such Person.

27 B. Unclaimed Payments. Any funds to be distributed to Holders of Claims under
28 the Plan shall be forfeited if such funds are not claimed by the Person entitled to payment before the

1 later of one (1) year after Confirmation or sixty (60) days after an order Allowing the Claim of that
2 entity becomes a Final Order; provided, however, that the Disbursing Agent takes reasonable steps to
3 effectuate Distribution to the Creditor, and further provided that unclaimed Distributions of Cash shall
4 be held by the Disbursing Agent in a segregated account until all Distributions are made to such Class
5 pursuant to the Plan. If forfeited funds thereafter remain unclaimed, they shall be disbursed to the
6 General Account of the Reorganized Debtor to be used for operations.

7 6. Execution of Documents/Lien Release Procedures

8 A. Upon the issuance of the Confirmation Order by the Court, the Reorganized
9 Debtor shall be authorized to take all actions necessary or appropriate to complete and consummate
10 the transactions described herein and to enter into and implement the contracts, instruments and other
11 agreements or documents created in connection with the Plan or to be executed and delivered pursuant
12 to the Plan before, on, or after, the Effective Date.

13 B. Within thirty (30) days after the Effective Date of the Plan, unless otherwise
14 provided for under the Plan, Holders of Claims who have recorded liens or other security documents
15 against property of the estate shall file releases of their liens with the appropriate government agencies
16 (“**Release Procedures**”). In the event that the foregoing claimants do not complete the Release
17 Procedures, the Reorganized Debtor shall be granted, pursuant to the order confirming the Plan, power
18 of attorney authority, and authority under FRBP 7070 (and Federal Rule of Civil Procedure 70), for
19 the limited purpose of implementing and consummating the Release Procedures.

20 **F. OTHER PROVISIONS OF THE PLAN**

21 1. Option 1: Executory Contracts and Unexpired Leases.

22 The Reorganized Debtor will assume certain pre-petition leases and executory contracts of
23 Debtor. A specific list of all executory contracts and/or unexpired leases to be assumed by the
24 Reorganized Debtor under the Plan (“**Assumed Contract Schedule**”) will be filed with the Court and
25 served on the other party to such contract or lease by the Exhibit Filing Date.

26 On the Effective Date, each of the unexpired leases and executory contracts listed on the
27 Assumed Contract Schedule shall be assumed as obligations of the Reorganized Debtor. The
28 Confirmation Order shall constitute an order approving the assumption of each lease and contract to be

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1 identified on the Assumed Contract Schedule. If a party to a lease or contract to be assumed objects to
2 the assumption of its lease or contract, such party must file and serve its objection to the proposed
3 assumption of its lease or contract within the deadline for objecting to the confirmation of the Plan.

4 The Reorganized Debtor will reject certain pre-petition leases and executory contracts of
5 Debtor. A specific list of all executory contracts and/or unexpired leases to be rejected by the
6 Reorganized Debtor under the Plan ("**Rejection Schedule**") will be filed with the Court and served on
7 the other party to such contract or lease by the Exhibit Filing Date.

8 In addition, all executory contracts and unexpired leases that have not been specifically
9 assumed will be deemed rejected on the Effective Date, despite not being included on the Rejection
10 Schedule. The Confirmation Order shall constitute an order approving the rejection of the lease or
11 contracts not specifically assumed.

12 In addition, the Debtor rejects any and all executory contracts between the Debtor and Liftech
13 to the extent not previously terminated.

14 **THE BAR DATE FOR FILING A PROOF OF CLAIM BASED ON A CLAIM**
15 **ARISING FROM THE REJECTION OF A LEASE OR CONTRACT IS THIRTY**
16 **(30) DAYS AFTER THE ENTRY OF AN ORDER CONFIRMING THE PLAN.**

17 Any claim based on the rejection of a contract or lease will be barred if the proof of claim is
18 not timely filed, unless the Court later orders otherwise.

19 2. Executory Contracts and Unexpired Leases Under Option 2

20 a. Rejection of Executory Contracts and Unexpired Leases

21 Except as otherwise provided in the Plan, the executory contracts or unexpired leases of the
22 Debtor that are not assumed or rejected pursuant to an order prior to the Effective Date shall be
23 assumed by the Debtor and assigned to the Successful Bidder, except (1) all management agreements,
24 (2) all other executory contracts and unexpired leases between the Debtor and an Insider or Affiliate
25 and (3) such executory contracts and unexpired leases that are designated for rejection by the
26 Successful Bidder (or a Back-Up Bidder if the Successful Bidder fails to close the Sale), all of which
27 shall be deemed rejected pursuant to Bankruptcy Code §§ 365 and 1123. The Debtor shall modify the
28 Assumed Contract Schedule and the Rejection Schedule accordingly, and shall file the modified

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1 Assumed Contract Schedule and the Rejection Schedule and provide notice to affected parties. Entry
2 of the Confirmation Order shall constitute an approval of the assumptions and assignment or rejections
3 of such executory contracts and unexpired leases as set forth in the Plan and the rejection of the
4 executory contracts and unexpired leases identified on the modified Assumed Contract Schedule and
5 the Rejection Schedule, respectively, all pursuant to Bankruptcy Code §§ 365 and 1123. Unless
6 otherwise indicated, all assumptions and assignments or rejections of the Debtor's executory contracts
7 and unexpired leases in the Plan are effective as of the Effective Date. Allowed Cure Obligations will
8 be paid from the Cash Consideration. Notwithstanding anything to the contrary in the Plan, the Debtor
9 in consultation with Wells and the Purchaser reserves the right to designate an executory contracts or
10 unexpired leases as a rejected executory contracts or unexpired leases at any time through and
11 including the later of thirty (30) days after the Effective Date (or such later date as provided below in
12 the event of any objection by a counterparty to an executory contracts or unexpired leases to the
13 amount of any Cure Obligation or other matter relating to the proposed assumption and assignment).

14 b. Cure of Defaults for Assumed and Assigned Executory Contracts and
15 Unexpired Leases

16 Any executory contracts or unexpired leases to be assumed and assigned pursuant to the Plan
17 that are, or may be, alleged to be in default, shall be satisfied solely by the satisfaction of the
18 Cure Obligations or by an agreed-upon waiver of the Cure Obligations on the Effective Date or as
19 soon as reasonably practicable thereafter or on such other terms as the Debtor or the Successful Bidder
20 (or Back-Up Bidder, if applicable) and the counterparties to each such executory contract or unexpired
21 lease may otherwise agree.

22 Any objection by a counterparty to an executory contract or unexpired lease to a proposed
23 assumption and assignment or related Cure Obligations must be filed, served, and actually received by
24 the Debtor on or before 25 days after the Effective Date. Any counterparty to an executory contract
25 and unexpired lease that fails to object timely to the proposed assumption and assignment of such
26 executory contract or unexpired lease or such Cure Obligations will be deemed to have assented to
27 such matters and shall be forever barred, estopped, and enjoined from asserting such objection against
28 the Debtor.

1 In the event of a dispute regarding: (1) the Cure Obligations; (2) the ability of the Successful
2 Bidder or Back-Up Bidder, as applicable, to provide “adequate assurance of future performance”
3 within the meaning of Bankruptcy Code §§ 365(b), if applicable, under the executory contract or the
4 unexpired lease to be assumed and assigned; or (3) any other matter pertaining to assumption and/or
5 assignment, then the applicable Cure Obligations shall be satisfied following the entry of a final order
6 resolving the dispute and approving the assumption and assignment of such executory contracts or
7 unexpired leases or as may be agreed upon the Debtor, and the counterparty to such executory contract
8 or unexpired lease. The Debtor reserves the right to reject, or nullify the assumption and assignment
9 of, any executory contract or unexpired lease no later than 30 days after a final order determining the
10 Cure Obligations, any request for adequate assurance of future performance required to assume and
11 assign such executory contract or unexpired lease, and any other matter pertaining to assumption
12 and/or assignment.

13 Assumption and assignment of any executory contract or unexpired lease pursuant to the Plan,
14 or otherwise, shall result in the full release and satisfaction of any Claims or defaults, subject to
15 satisfaction of the Cure Obligations, whether monetary or nonmonetary, including defaults of
16 provisions restricting the change in control or ownership interest composition or other bankruptcy-
17 related defaults, arising under any assumed executory contract or unexpired lease at any time prior to
18 the effective date of assumption and/or assignment. Anything in the Debtor’s schedules and any
19 proofs of claim filed with respect to an executory contract or unexpired lease that has been assumed
20 and assigned shall be deemed disallowed and expunged, without further notice to or action, order, or
21 approval of the Court or any other entity.

22 Unless otherwise provided in the Plan, each assumed and assigned executory contract or
23 unexpired lease shall include all modifications, amendments, supplements, restatements, or other
24 agreements that in any manner affect such executory contract or unexpired lease, and all executory
25 contracts and unexpired leases related thereto, if any, including all easements, licenses, permits, rights,
26 privileges, immunities, options, rights of first refusal, and any other interests, unless any of the
27 foregoing agreements have been previously rejected or repudiated or is rejected or repudiated under
28 the Plan.

1 Modifications, amendments, supplements, and restatements to prepetition executory contracts
2 and unexpired leases that have been executed by the Debtor during the Case shall not be deemed to
3 alter the prepetition nature of the executory contract or unexpired lease, or the validity, priority, or
4 amount of any Claims that may arise in connection therewith.

5
6 c. Claims Based on Rejection of Executory Contracts and Unexpired
7 Leases

8 Unless otherwise provided by an order of the Court, any proofs of claim based on the rejection
9 of the Debtor's executory contracts or unexpired leases pursuant to the Plan or otherwise, must be
10 filed no later than the later of (a) thirty days after the effective date of rejection of such executory
11 contract or unexpired lease and (b) thirty days after the Effective Date.

12 Any Claims arising from the rejection of an executory contract or unexpired lease for which
13 proofs of claims were not timely filed as set forth in the paragraph above shall not (a) be treated as a
14 creditor with respect to such Claim, (b) be permitted to vote to accept or reject the Plan, or (c)
15 participate in any distribution in the Case on account of such Claim, and such Claim shall be deemed
16 fully satisfied, released, settled and compromised, and be subject to the permanent injunction set forth
17 in this Plan, notwithstanding anything in the Debtor's Schedules or a proof of claim to the contrary.

18 d. Pre-existing Obligations to the Debtor Under Executory Contracts and
19 Unexpired Leases

20 Rejection or repudiation of any executory contract or unexpired lease pursuant to the Plan or
21 otherwise shall not constitute a termination of pre-existing obligations owed to the Debtor under such
22 contracts or leases. In particular, notwithstanding any non-bankruptcy law to the contrary, right of the
23 Debtor to receive, or any continuing obligation of a counterparty to provide, warranties or continued
24 maintenance obligations on goods previously purchased, or services previously received, by the
25 Debtor from counterparties to rejected or repudiated executory contracts or unexpired leases are
26 expressly reserved and not waived.

27 e. Reservation of Rights

28 Neither the exclusion nor inclusion of any contract or lease in the Plan or any exhibits thereto,

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1 including any amendment or supplement thereof, shall constitute an admission by the Plan Proponents
2 that any such contract or lease is in fact an executory contract or unexpired lease or that the Debtor has
3 any liability thereunder. In the event of a dispute regarding whether a contract or lease is or was
4 executory or unexpired at the time of assumption and assignment or rejection, the Debtor in
5 consultation with Wells shall have ninety (90) days following entry of a final order resolving such
6 dispute to alter the treatment of such contract or lease as otherwise provided herein.

7 3. Changes in Rates Subject to Regulatory Commission Approval

8 The Debtor is not subject to governmental regulatory commission approval of its rates.

9 4. Settlement, Release, Injunction, And Related Provisions

10 a. Compromise and Settlement of Claims, Interests, and Controversies

11 On the Effective Date, pursuant to Bankruptcy Code §§ 1123 and FRBP 9019 and in
12 consideration for the classification, distributions, releases, and other benefits provided pursuant to the
13 Plan, on the Effective Date, the provisions of the Plan shall constitute a good faith compromise and
14 settlement of all Claims, Interests, and controversies resolved pursuant to the Plan or relating to the
15 contractual, legal, and subordination rights that a Holder of a Claim or Interest may have with respect
16 to any Allowed Claim or Interest, or any distribution to be made on account of such Allowed Claim or
17 Allowed Interest. The entry of the Confirmation Order shall constitute the Court's approval of the
18 compromise or settlement of all such Claims, Interests, and controversies, as well as a finding by the
19 Court that such compromise or settlement is in the best interests of the Debtor, its Estate, and Holders
20 of Claims and Interests and is fair, equitable, and reasonable. In accordance with the provisions of the
21 Plan, pursuant to FRBP 9019, without any further notice to or action, order, or approval of the Court,
22 after the Effective Date, the Reorganized Debtor in consultation with Wells may compromise and
23 settle Claims against the Debtor and its Estate and Rights of Action against other entities.

24 b. General Release

25 NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY, ON
26 THE EFFECTIVE DATE AND EFFECTIVE AS OF SUCH EFFECTIVE DATE, FOR THE GOOD
27 AND VALUABLE CONSIDERATION PROVIDED BY OR ON BEHALF OF WELLS
28 RELEASEES, THE ADEQUACY OF WHICH IS HEREBY CONFIRMED, THE RELEASORS

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1 AND ANY PERSON CLAIMING ON BEHALF OF OR THROUGH ANY OF THE RELEASORS,
2 TO THE MAXIMUM EXTENT OF APPLICABLE LAW, DISCHARGE AND RELEASE AND
3 SHALL BE DEEMED TO HAVE PROVIDED A FULL DISCHARGE AND RELEASE TO EACH
4 OF WELLS RELEASEES AND THEIR RESPECTIVE PROPERTY FROM ANY AND ALL
5 CLAIMS, INTERESTS, OBLIGATIONS, DEBTS, RIGHTS, SUITS, DAMAGES, REMEDIES,
6 CAUSES OF ACTION, LIABILITIES, AND ALL AVOIDANCE ACTIONS, RIGHTS OF ACTION
7 OR OTHER ACTIONS UNDER BANKRUPTCY CODE §§ 544-49 AND 724 AND, TO THE
8 EXTENT RELATED THERETO, BANKRUPTCY CODE §§ 542-43, 550 OR 553 OR ANY
9 FRAUDULENT CONVEYANCE, FRAUDULENT TRANSFER OR PREFERENCE LAWS
10 UNDER APPLICABLE STATE OR OTHER LAW, WHATSOEVER (INCLUDING ANY
11 DERIVATIVE CLAIMS ASSERTED ON BEHALF OF THE DEBTOR) WHETHER KNOWN OR
12 UNKNOWN, FORESEEN OR UNFORESEEN, LIQUIDATED OR UNLIQUIDATED,
13 CONTINGENT OR NON-CONTINGENT, EXISTING AS OF SUCH EFFECTIVE DATE IN LAW,
14 EQUITY OR OTHERWISE, WHETHER FOR TORT, FRAUD, CONTRACT, VIOLATIONS OF
15 FEDERAL OR STATE SECURITIES LAWS, OR OTHERWISE, ARISING FROM OR RELATED
16 IN ANY WAY TO THE DEBTOR, OR THE REORGANIZED DEBTOR, THE TRANSACTIONS
17 CONTEMPLATED BY THE PLAN (INCLUDING THE SALE), THE CASE, THE SUBJECT
18 MATTER OF, OR THE TRANSACTIONS OR EVENTS GIVING RISE TO, ANY CLAIM OR
19 INTEREST THAT IS TREATED IN THE PLAN, THE BUSINESS OR CONTRACTUAL
20 ARRANGEMENTS BETWEEN THE DEBTOR AND ANY OF WELLS RELEASEES, THE
21 RESTRUCTURING OF CLAIMS AND INTERESTS PRIOR TO OR IN THE CASE, THE
22 NEGOTIATION, FORMULATION, OR PREPARATION OF THE PLAN, THE DISCLOSURE
23 STATEMENT, INCLUDING ANY EXHIBITS AND SUPPLEMENTS THERETO, THE SALE,
24 THE STAPLED FINANCING, OR RELATED AGREEMENTS, INSTRUMENTS, OR OTHER
25 DOCUMENTS RELATED TO THE CASE, UPON ANY OTHER ACT OR OMISSION,
26 TRANSACTION, AGREEMENT, EVENT, OR OTHER OCCURRENCE TAKING PLACE ON OR
27 BEFORE SUCH EFFECTIVE DATE, INCLUDING THOSE THAT ANY OF THE RELEASORS
28 WOULD HAVE BEEN LEGALLY ENTITLED TO ASSERT IN THEIR OWN RIGHT (WHETHER

1 INDIVIDUALLY OR COLLECTIVELY) OR THAT ANY HOLDER OF A CLAIM OR AN
2 INTEREST OR OTHER ENTITY WOULD HAVE BEEN LEGALLY ENTITLED TO ASSERT ON
3 BEHALF OF ANY OF THE RELEASORS; PROVIDED THAT IN CONNECTION WITH THE
4 FOREGOING GENERAL RELEASE, THE VALIDITY, ENFORCEABILITY, AND PERFECTION,
5 IN ALL RESPECTS, OF THE LIENS, CLAIMS, INTERESTS, MORTGAGES, AND
6 ENCUMBRANCES OF THE LOAN AGREEMENT OR ANY OF THE OTHER LOAN
7 DOCUMENTS OR THAT OTHERWISE SECURE THE WELLS CLAIMS AND OF WELLS ARE
8 HEREBY CONFIRMED AND ADJUDICATED BY THE BANKRUPTCY COURT; PROVIDED
9 FURTHER THAT THE GENERAL RELEASE SHALL NOT OPERATE TO WAIVE OR RELEASE
10 ANY CLAIMS, INTERESTS, OBLIGATIONS, DEBTS, RIGHTS, SUITS, DAMAGES,
11 REMEDIES, CAUSES OF ACTION, AND LIABILITIES OF THE RELEASORS: (1) ARISING
12 UNDER ANY AGREEMENTS ENTERED INTO PURSUANT TO THE PLAN; OR
13 (2) EXPRESSLY SET FORTH IN AND PRESERVED BY THE PLAN, THE PLAN
14 SUPPLEMENT, OR RELATED DOCUMENTS (INCLUDING THE TREATMENT OF CLAIMS
15 HEREUNDER).

16 NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY, ON
17 THE EFFECTIVE DATE AND EFFECTIVE AS OF SUCH EFFECTIVE DATE, FOR THE GOOD
18 AND VALUABLE CONSIDERATION PROVIDED BY THE RELEASORS, THE ADEQUACY OF
19 WHICH IS HEREBY CONFIRMED, WELLS RELEASEES, TO THE MAXIMUM EXTENT OF
20 APPLICABLE LAW, DISCHARGE AND RELEASE AND SHALL BE DEEMED TO HAVE
21 PROVIDED A FULL DISCHARGE AND RELEASE TO EACH OF THE RELEASORS AND
22 THEIR RESPECTIVE PROPERTY FROM ANY AND ALL CLAIMS, INTERESTS,
23 OBLIGATIONS, DEBTS, RIGHTS, SUITS, DAMAGES, REMEDIES, CAUSES OF ACTION,
24 LIABILITIES, WHETHER KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN,
25 LIQUIDATED OR UNLIQUIDATED, CONTINGENT OR NON-CONTINGENT, EXISTING AS
26 OF SUCH EFFECTIVE DATE IN LAW, EQUITY OR OTHERWISE, WHETHER FOR TORT,
27 FRAUD, CONTRACT, VIOLATIONS OF FEDERAL OR STATE SECURITIES LAWS, OR
28 OTHERWISE, ARISING FROM OR RELATED IN ANY WAY TO THE DEBTOR THE

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1 TRANSACTIONS CONTEMPLATED BY THE PLAN (INCLUDING THE SALE), THE CASE,
2 THE SUBJECT MATTER OF, OR THE TRANSACTIONS OR EVENTS GIVING RISE TO, ANY
3 CLAIM OR INTEREST THAT IS TREATED IN THE PLAN, THE BUSINESS OR
4 CONTRACTUAL ARRANGEMENTS BETWEEN THE DEBTOR AND ANY OF THE
5 RELEASORS, THE RESTRUCTURING OF CLAIMS AND INTERESTS PRIOR TO OR IN THE
6 CASE, THE NEGOTIATION, FORMULATION, OR PREPARATION OF THE PLAN, THE
7 DISCLOSURE STATEMENT, THE EXHIBITS AND SUPPLEMENTS THERETO, THE SALE,
8 THE STAPLED FINANCING, OR RELATED AGREEMENTS, INSTRUMENTS, OR OTHER
9 DOCUMENTS RELATED TO THE CASE, UPON ANY OTHER ACT OR OMISSION,
10 TRANSACTION, AGREEMENT, EVENT, OR OTHER OCCURRENCE TAKING PLACE ON OR
11 BEFORE SUCH EFFECTIVE DATE, INCLUDING THOSE THAT ANY OF WELLS RELEASEES
12 WOULD HAVE BEEN LEGALLY ENTITLED TO ASSERT IN THEIR OWN RIGHT (WHETHER
13 INDIVIDUALLY OR COLLECTIVELY) OR THAT ANY HOLDER OF A CLAIM OR AN
14 INTEREST OR OTHER ENTITY WOULD HAVE BEEN LEGALLY ENTITLED TO ASSERT ON
15 BEHALF OF ANY OF WELLS RELEASEES; PROVIDED THAT IN CONNECTION WITH THE
16 FOREGOING GENERAL RELEASE, THE VALIDITY, ENFORCEABILITY, AND PERFECTION,
17 IN ALL RESPECTS, OF THE LIENS, CLAIMS, INTERESTS, MORTGAGES, NEW
18 GUARANTIES AND ENCUMBRANCES OF THE LOAN AGREEMENT OR ANY OF THE
19 OTHER LOAN DOCUMENTS OR THAT OTHERWISE SECURE WELLS CLAIMS AND OF
20 WELLS ARE HEREBY CONFIRMED AND ADJUDICATED BY THE BANKRUPTCY COURT;
21 PROVIDED FURTHER THAT THE GENERAL RELEASE SHALL NOT OPERATE TO WAIVE
22 OR RELEASE ANY CLAIMS, INTERESTS, OBLIGATIONS, DEBTS, RIGHTS, SUITS,
23 DAMAGES, REMEDIES, CAUSES OF ACTION, AND LIABILITIES OF WELLS RELEASEES:
24 (1) ARISING UNDER ANY AGREEMENTS ENTERED INTO PURSUANT TO OR IN
25 CONNECTION WITH THE PLAN OR THE PLAN SUPPORT AGREEMENT; OR
26 (2) EXPRESSLY SET FORTH IN AND PRESERVED BY THE PLAN, INCLUDING ANY
27 EXHIBITS AND SUPPLEMENTS THERETO, OR RELATED DOCUMENTS (INCLUDING THE
28 TREATMENT OF CLAIMS HEREUNDER).

1 ENTRY OF THE CONFIRMATION ORDER SHALL CONSTITUTE THE BANKRUPTCY
2 COURT'S APPROVAL, PURSUANT TO BANKRUPTCY RULE 9019, OF THE GENERAL
3 RELEASE, WHICH INCLUDES BY REFERENCE EACH OF THE RELATED PROVISIONS AND
4 DEFINITIONS CONTAINED HEREIN AND FURTHER SHALL CONSTITUTE THE
5 BANKRUPTCY COURT'S FINDING THAT THE GENERAL RELEASE IS: (1) IN EXCHANGE
6 FOR THE GOOD AND VALUABLE CONSIDERATION PROVIDED BY WELLS RELEASEES;
7 (2) A GOOD FAITH SETTLEMENT AND COMPROMISE OF THE CLAIMS AND CAUSES OF
8 ACTION RELEASED BY THE GENERAL RELEASE; (3) IN THE BEST INTERESTS OF THE
9 DEBTOR AND ALL HOLDERS OF CLAIMS AGAINST AND INTERESTS IN THE DEBTOR;
10 (4) FAIR, EQUITABLE, AND REASONABLE; (5) GIVEN AND MADE AFTER DUE NOTICE
11 AND OPPORTUNITY FOR HEARING; AND (6) A BAR TO THE RELEASORS ASSERTING
12 ANY CLAIM OR CAUSE OF ACTION RELEASED PURSUANT TO THE GENERAL RELEASE.

13 c. Exculpation

14 The Exculpated Parties shall neither have, nor incur, any liability to any entity for any
15 prepetition or postpetition act taken or omitted to be taken in connection with, or related to
16 formulating, negotiating, soliciting, preparing, disseminating, implementing, confirming, or effecting
17 the consummation of the Plan, the Sale, the marketing of and sales process relating to the Sale, the
18 decision to qualify or not qualify a potential bidder as a Qualified Bidder or Qualified Borrower, the
19 decision to designate or not designate a Qualified Bidder as a Successful Bidder or Back-Up Bidder,
20 the Stapled Financing, the Disclosure Statement, any contract, instrument, release, or other agreement
21 or document created or entered into in connection with the Plan or any other prepetition or postpetition
22 act taken or omitted to be taken in connection with or in contemplation of the restructuring of the
23 Debtor; provided that the foregoing "Exculpation" shall have no effect on the liability of any of the
24 Exculpated Parties that results from any such act or omission that is determined in a Final Order to
25 have constituted gross negligence or willful misconduct; provided, further, that each Exculpated Party
26 shall be entitled to rely upon the advice of counsel concerning his, her, or its duties pursuant to, or in
27 connection with, the Plan or any other related document, instrument, or agreement.

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1 d. Injunction

2 EXCEPT AS OTHERWISE PROVIDED IN THE PLAN OR THE CONFIRMATION
3 ORDER, ALL ENTITIES WHO HAVE HELD, HOLD, OR MAY HOLD CLAIMS, INTERESTS,
4 CAUSES OF ACTION, OR LIABILITIES THAT: (1) ARE SUBJECT TO COMPROMISE AND
5 SETTLEMENT PURSUANT TO THE TERMS OF THE PLAN; (2) HAVE BEEN RELEASED
6 PURSUANT TO THE GENERAL RELEASE PURSUANT TO THE PLAN, (3) ARE SUBJECT TO
7 EXCULPATION PURSUANT TO THE PLAN; OR (4) ARE OTHERWISE STAYED OR
8 TERMINATED PURSUANT TO THE TERMS OF THE PLAN, ARE PERMANENTLY
9 ENJOINED AND PRECLUDED, FROM AND AFTER THE EFFECTIVE DATE, FROM:
10 (A) COMMENCING OR CONTINUING IN ANY MANNER ANY ACTION OR OTHER
11 PROCEEDING OF ANY KIND, INCLUDING ON ACCOUNT OF ANY CLAIMS, INTERESTS,
12 CAUSES OF ACTIONS, OR LIABILITIES THAT HAVE BEEN COMPROMISED OR SETTLED
13 AGAINST THE DEBTOR, WELLS RELEASEES OR ANY OTHER ENTITY SO RELEASED OR
14 EXCULPATED (OR THE PROPERTY OR ESTATE OF ANY ENTITY, DIRECTLY OR
15 INDIRECTLY, SO RELEASED OR EXCULPATED) ON ACCOUNT OF OR IN CONNECTION
16 WITH OR WITH RESPECT TO ANY RELEASED, SETTLED, COMPROMISED, OR
17 EXCULPATED CLAIMS, INTERESTS, CAUSES OF ACTION, OR LIABILITIES;
18 (B) ENFORCING, ATTACHING, COLLECTING, OR RECOVERING BY ANY MANNER OR
19 MEANS ANY JUDGMENT, AWARD, DECREE, OR ORDER AGAINST THE DEBTOR, WELLS
20 RELEASEES OR ANY OTHER ENTITY SO RELEASED OR EXCULPATED (OR THE
21 PROPERTY OR ESTATE OF THE DEBTOR, WELLS RELEASEES OR ANY OTHER ENTITY
22 SO RELEASED OR EXCULPATED) ON ACCOUNT OF OR IN CONNECTION WITH OR WITH
23 RESPECT TO ANY SUCH RELEASED, SETTLED, COMPROMISED, OR EXCULPATED
24 CLAIMS, INTERESTS, CAUSES OF ACTION, OR LIABILITIES; (C) CREATING, PERFECTING
25 OR ENFORCING ANY LIEN, CLAIM, OR ENCUMBRANCE OF ANY KIND AGAINST THE
26 DEBTOR, WELLS RELEASEES, OR ANY OTHER ENTITY SO RELEASED OR EXCULPATED
27 (OR THE PROPERTY OR ESTATE OF THE DEBTOR, WELLS RELEASEES OR ANY OTHER
28 ENTITY SO RELEASED OR EXCULPATED) ON ACCOUNT OF OR IN CONNECTION WITH

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1 OR WITH RESPECT TO ANY SUCH RELEASED, SETTLED, COMPROMISED, OR
2 EXCULPATED CLAIMS, INTERESTS, CAUSES OF ACTION, OR LIABILITIES;
3 (D) ASSERTING ANY RIGHT OF SETOFF, SUBROGATION, OR RECOUPMENT OF ANY
4 KIND AGAINST ANY OBLIGATION DUE FROM THE DEBTOR, WELLS RELEASEES OR
5 ANY ENTITY SO RELEASED OR EXCULPATED (OR THE PROPERTY OR ESTATE OF THE
6 DEBTOR, WELLS RELEASEES, OR ANY ENTITY SO RELEASED OR EXCULPATED) ON
7 ACCOUNT OF OR IN CONNECTION WITH OR WITH RESPECT TO ANY SUCH RELEASED,
8 SETTLED, COMPROMISED, OR EXCULPATED CLAIMS, INTERESTS, CAUSES OF ACTION,
9 OR LIABILITIES UNLESS SUCH HOLDER HAS FILED A MOTION REQUESTING THE RIGHT
10 TO PERFORM SUCH SETOFF, SUBROGATION, OR RECOUPMENT ON OR BEFORE THE
11 CONFIRMATION DATE, AND NOTWITHSTANDING ANY INDICATION IN A PROOF OF
12 CLAIM OR INTEREST OR OTHERWISE THAT SUCH HOLDER ASSERTS, HAS, OR INTENDS
13 TO PRESERVE ANY RIGHT OF SETOFF PURSUANT TO SECTION 553 OF THE
14 BANKRUPTCY CODE OR OTHERWISE; AND (E) COMMENCING OR CONTINUING IN ANY
15 MANNER ANY ACTION OR OTHER PROCEEDING OF ANY KIND AGAINST THE DEBTOR,
16 WELLS RELEASEES OR ANY ENTITY SO RELEASED OR EXCULPATED (OR THE
17 PROPERTY OR ESTATE OF THE DEBTOR, WELLS RELEASEES, OR ANY ENTITY SO
18 RELEASED OR EXCULPATED) ON ACCOUNT OF OR IN CONNECTION WITH OR WITH
19 RESPECT TO ANY SUCH RELEASED, SETTLED, COMPROMISED, OR EXCULPATED
20 CLAIMS, INTERESTS, CAUSES OF ACTION, OR LIABILITIES RELEASED, SETTLED, OR
21 COMPROMISED PURSUANT TO THE PLAN; PROVIDED THAT NOTHING CONTAINED
22 HEREIN SHALL PRECLUDE AN ENTITY FROM OBTAINING BENEFITS DIRECTLY AND
23 EXPRESSLY PROVIDED TO SUCH ENTITY PURSUANT TO THE TERMS OF THE PLAN;
24 PROVIDED FURTHER THAT NOTHING CONTAINED HEREIN SHALL BE CONSTRUED TO
25 PREVENT ANY ENTITY FROM DEFENDING AGAINST CLAIMS OBJECTIONS OR
26 COLLECTION ACTIONS WHETHER BY ASSERTING A RIGHT OF SETOFF OR OTHERWISE
27 TO THE EXTENT PERMITTED BY LAW.
28

1 5. Retention of Jurisdiction

2 After Confirmation of the Plan and after the Effective Date, in addition to jurisdiction
3 which exists in any other court, the Court will retain such jurisdiction as is legally permissible
4 including for the following purposes:

5 a. To resolve any and all disputes regarding the operation and
6 interpretation of the Plan and the Confirmation Order;

7 b. To determine the allowability, classification or priority of Claims and
8 Interests upon objection by the Debtor, or by other parties in interest with standing to bring such
9 objection or proceeding;

10 c. To determine the extent, validity and priority of any lien asserted against
11 the property of the Reorganized Debtor or property of the Debtor's Estate, including, without
12 limitation, the lien rights, if any, asserted by the Holders of Claims treated in Classes 1B, 1C and 1D;

13 d. To (i) construe and take action to enforce the Plan, the Confirmation
14 Order and any other order of the Court, (ii) issue such orders as may be necessary for the
15 implementation, execution, performance, and consummation of the Plan and the Confirmation Order,
16 and all matters referred to in the Plan and the Confirmation Order, and (iii) determine all matters that
17 may be pending before the Court in the Case on or before the Effective Date with respect to any
18 Person or entity;

19 e. To determine (to the extent necessary) any and all applications for
20 allowance of compensation and reimbursement of expenses of professionals for the period before, on
21 and after the Effective Date;

22 f. To determine any requests for payment of Administrative Expenses;

23 g. To resolve any dispute regarding the implementation, execution,
24 performance, consummation or interpretation of the Plan or the Confirmation Order;

25 h. To determine motions for the rejection, assumption or assignment of
26 executory contracts or unexpired leases filed before the Effective Date and the allowance of any
27 Claims resulting therefrom;

28

1 i. To determine all applications, motions, adversary proceedings, contested
2 matters and any other litigated matters instituted during the Case whether before, on or after the
3 Effective Date, including, without limitation, any and all claims, causes of action, setoffs, recoupments
4 and the determination of any other rights respecting Liftech and Broadway;

5 j. To determine such other matters and for such other purposes as may be
6 provided in the Confirmation Order;

7 k. To modify the Plan under Bankruptcy Code § 1127 in order to remedy
8 any apparent defect or omission in the Plan, or to reconcile any inconsistency in the Plan so as to carry
9 out its intent and purpose, or implement any settlement reached;

10 l. Except as otherwise provided in the Plan or the Confirmation Order, to
11 issue injunctions to take such other actions or make such other orders as may be necessary or
12 appropriate to restrain interference with the Plan or the Confirmation Order, or to restrain the
13 execution or implementation by any Person of the Plan or the Confirmation Order;

14 m. To issue such orders in aid of consummation of the Plan or the
15 Confirmation Order, notwithstanding any otherwise applicable non-bankruptcy laws, with respect to
16 any Person, to the fullest extent authorized by the Bankruptcy Code or FRBP;

17 n. To enter any order approving the Sale of the Story Building Property
18 and all related transactions as provided herein; and

19 o. To enter a final decree closing this Case.

20 6. Reservation Of Rights and Litigation/ Post-Confirmation Claims of Debtor

21 The Reorganized Debtor reserves its rights to object to all Claims, including those identified in
22 the Disclosure Statement, except as otherwise provided in the Plan. In addition, certain Claims may
23 be subject to rights of offset, recoupment or counterclaims of the Debtor and/or Reorganized Debtor,
24 and those rights are reserved by the Reorganized Debtor.

25 The Reorganized Debtor in consultation with Wells reserves its rights to pursue any and all
26 Rights of Action. Without limiting the generality of any of the foregoing, the Reorganized Debtor
27 reserves its rights to pursue any and all Avoidance Actions, except to the extent released herein.

28 Without limiting the generality of any of the foregoing, the Reorganized Debtors in

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1 consultation with Wells may pursue Rights of Action, any and all preference actions and fraudulent
2 transfer actions that may exist, claims litigation and estimation for the benefit of the Debtor's Estate.
3 Except as expressly provided in Section III.F.4 of the Plan, the Reorganized Debtor in consultation
4 with Wells reserves the right on and after the Effective Date to file, serve, prosecute and pursue any
5 and all claims, causes of action, Avoidance Actions, Rights of Action, setoffs, recoupments,
6 declaratory relief actions and lawsuits, of any kind or nature, whether in law or in equity, and the
7 determination of any other rights, whether in contract or tort, against Liftech, including, without
8 limitation, for breach of contract, breach of express and implied covenants, negligence,
9 misrepresentation, fraud, breach of fiduciary duty, unfair business practices and business
10 disparagement. The Reorganized Debtor in consultation with Wells reserves the right to pursue all
11 claims and causes of action against USV and/or Blackhawk.

12 The Reorganized Debtor in consultation with Wells, in its absolute and sole discretion, may
13 settle such actions following the Effective Date without further notice or hearing, except as otherwise
14 provided in the Plan.

15 **G. POST CONFIRMATION UST FEES AND IDENTITY OF THE ESTATE REPRESENTATIVE**

16 The Reorganized Debtor shall timely pay all UST Fees incurred after Confirmation until the
17 entry of a final decree closing the Case. The Reorganized Debtor shall be the Estate representative for
18 purposes of complying with the Debtor's reporting requirements to the Court and the UST and for
19 obtaining a final decree closing the Case.

20 **IV.**

21 **OTHER PLAN PROVISIONS**

22 **A. REVOCATION OF PLAN/NO ADMISSIONS.**

23 The Plan Proponents, jointly upon written agreement of both parties, reserve the right to revoke
24 or withdraw the Plan prior to the Confirmation Date. To the extent that either Plan Proponent
25 withdraws its support for the Plan or otherwise violates its obligations under the Plan Support
26 Agreement, the other Plan Proponent will retain the ability to seek confirmation of the Plan and
27 enforcement of any and all rights and remedies set forth in the Plan Support Agreement.
28 Notwithstanding anything to the contrary in the Plan, if the Plan is not confirmed or the Effective Date

1 does not occur, the Plan will be null and void, and nothing contained in the Plan or the Disclosure
2 Statement will: (a) be deemed to be an admission by the Plan Proponents with respect to any matter
3 set forth in the Plan, including liability on any Claim or the propriety of any Claim's classification; (b)
4 constitute a waiver, acknowledgment, or release of any claims of the Debtor; or (c) prejudice in any
5 manner the rights of any party in any further proceedings.

6 **B. EXEMPTION FROM CERTAIN TRANSFER TAXES.**

7 In accordance with Bankruptcy Code § 1146(c), the issuance, transfer or exchange of a
8 security, or the making or delivery of an instrument of transfer under the Plan (including any New
9 Mortgage granted in connection with the Stapled Financing for the sale of the Story Building Property
10 pursuant to the Sale), including the recording of any mortgage or liens or amendments thereto, shall
11 not be subject to any document recording tax, stamp tax, conveyance fee, intangibles or similar tax,
12 mortgage tax, stamp act, real estate transfer tax, mortgage recording tax, or other similar tax or
13 governmental assessment. The Confirmation Order shall direct all governmental officials and agents
14 to forego the assessment and collection of any such tax or governmental assessment and to accept for
15 filing and recordation any of the foregoing instruments or other documents without payment of such
16 tax or other governmental assessment.

17 **C. APPLICABILITY OF LBR 3020-1(B).**

18 In accordance with LBR 3020-1(b), within 120 days of the entry of the Confirmation Order,
19 the Reorganized Debtor shall file a status report explaining what progress has been made toward
20 consummation of the confirmed Plan. The Debtor shall serve such report on the UST, the 20 largest
21 unsecured creditors, and those parties who have requested special notice.

22 **D. SUCCESSORS AND ASSIGNS.**

23 The rights, benefits, and obligations of any entity named or referred to in the Plan shall be
24 binding on, and shall inure to the benefit of, any heir, executor, administrator, successor, or assign of
25 such entity.

26 **E. SATURDAY, SUNDAY OR LEGAL HOLIDAY.**

27 If any payment or act under the Plan is required to be made or performed on a day that is not a
28 Business Day, then the payment or the act may be completed on the next day that is a Business Day, in

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1 which event the payment or act will be deemed to have been completed on the required day.

2 **F. HEADINGS.**

3 The headings used in the Plan are inserted for convenience only and do not constitute a portion
4 of the Plan or in any manner affect the provisions of the Plan or their meaning.

5 **G. SEVERABILITY/INTERPRETATION OF PLAN PROVISIONS.**

6 If, before confirmation, the Court holds that any Plan term or provision is invalid, void, or
7 unenforceable, the Court may alter or interpret that term or provision so that it is valid and enforceable
8 to the maximum extent possible consistent with the original purpose of that term or provision. That
9 term or provision will then be applicable as altered or interpreted. Notwithstanding any such holding,
10 alteration, or interpretation, the Plan's remaining terms and provisions will remain in full force and
11 effect and will in no way be affected, impaired, or invalidated. The Confirmation Order will constitute
12 a judicial determination providing that each Plan term and provision, as it may have been altered or
13 interpreted in accordance with this Section, is valid and enforceable under its terms.

14 **H. GOVERNING LAW.**

15 Unless a rule of law or procedure is supplied by (a) federal law (including the Bankruptcy
16 Code and FRBPs), or (b) an express choice of law provision in any agreement, contract, instrument, or
17 document provided for, or executed in connection with, the Plan, the rights and obligations arising
18 under the Plan and any agreements, contracts, documents, and instruments executed in connection
19 with the Plan shall be governed by, and construed and enforced in accordance with, the laws of the
20 State of California without giving effect to the principles of conflict of laws thereof, except as
21 otherwise expressly stated therein.

22 **I. NO DISTRIBUTION WITH RESPECT TO DISPUTED CLAIMS.**

23 No payments of Cash or Distributions of other property or other consideration of any kind shall
24 be made on account of any Disputed Claim unless and until such Claim becomes an Allowed Claim or
25 is deemed to be such for purposes of Distribution, and then only to the extent that the Claim becomes,
26 or is deemed to be for Distribution purposes, an Allowed Claim. Unless otherwise provided herein,
27 any Holder of a Claim that becomes an Allowed Claim after the Effective Date will receive its
28 Distribution within 30 days from the date that such Claim becomes an Allowed Claim.

1 **J. SETOFF, RECOUPMENT AND OTHER RIGHTS.**

2 Notwithstanding anything to the contrary contained in the Plan, the Reorganized Debtor in
3 consultation with Wells may, but shall not be required to, setoff, recoup, assert counterclaims or
4 withhold against the Distributions to be made pursuant to the Plan on account of any claims that the
5 Debtor, the Estate, or the Reorganized Debtor may have against the entity holding an Allowed Claim;
6 provided, however, that neither the failure to effect such a setoff or recoupment, nor the allowance of
7 any Claim against the Debtor or the Reorganized Debtor, nor any partial or full payment during the
8 Case or after the Effective Date in respect of any Allowed Claim, shall constitute a waiver or release
9 by the Debtor, the Estate or the Reorganized Debtor of any claim that they may possess against such
10 Holder.

11 **K. ROUNDING.**

12 Whenever any payment of a fraction of a cent would otherwise be called for, the actual
13 payment shall reflect a rounding of such fraction to the nearest whole cent, with one-half cent being
14 rounded up to the nearest whole cent.

15 **L. CLAIMS ESTIMATION**

16 Under the Plan, the Debtor in consultation with Wells has the right to file motions seeking to
17 estimate Claims, including, without limitation, Secured Claims in accordance with Bankruptcy Code §
18 502(c)(1). Through such motions, the Debtor can seek a ruling from the Court estimating any Claim
19 in a fixed amount for the purpose of voting, allowance and distributions under the Plan. Once Claims
20 have been estimated and allowed for purposes of distribution at a fixed amount, Claims will be treated
21 and distribution reserved based on such fixed amount, subject to any further order upon motion under
22 Bankruptcy Code § 502(j) to reconsider the fixed amount allowed. Until Claims are finally Allowed:
23 (a) such Claims shall not receive any distribution; and (b) such Claims shall be reserved in the amount
24 estimated.

25 **V.**

26 **EFFECT OF CONFIRMATION OF PLAN**

27 **A. DISCHARGE**

28 Except as otherwise provided in the Plan or in the Confirmation Order or to the extent the

1 Debtor's assets are sold pursuant to a Sale under Option 2, Confirmation of the Plan shall operate as a
2 discharge pursuant to Bankruptcy Code § 1141 (d) (1), effective as of the Effective Date, of any and
3 all debts or Claims against the Debtor that arose at any time before issuance of the Confirmation
4 Order, including but not limited to, all principal and interest, whether accrued before, on or after the
5 Petition Date. As to every discharged debt and Claim, the Creditor that held such debt or Claim shall
6 be precluded from asserting against the Debtor or against the Debtor's assets or the Reorganized
7 Debtor or any assets of the Reorganized Debtor, any or further Claim based upon any document,
8 instrument or act, omission, transaction or any other activity of any kind or nature that occurred prior
9 to the Confirmation Date. Upon Confirmation of the Plan, the Debtor shall be discharged of liability
10 for payment of debts incurred before Confirmation of the Plan, to the full extent specified in
11 Bankruptcy Code §1141. However, any liability imposed by the Plan will not be discharged.
12 Furthermore, all Claims and debts against the Debtor which are so discharged may not be asserted
13 against the Reorganized Debtor under any circumstances unless pursuant to the provisions of the Plan.

14 **B. VESTING OF PROPERTY IN REORGANIZED DEBTOR**

15 Except to the extent the Debtor's assets are sold pursuant to a Sale under Option 2, the
16 Confirmation of the Plan vests all of the property of the estate in the Reorganized Debtor free and
17 clear of all claims, liens, interests and encumbrances, except as expressly provided in the Plan.

18 **C. MODIFICATION OF PLAN**

19 The Plan Proponents may modify the Plan at any time before Confirmation provided that the
20 proposed modifications are consented to in writing by each of the Plan Proponents, which consent will
21 not be unreasonably withheld. To the extent that either Plan Proponent withdraws its support for the
22 Plan or otherwise materially breaches its obligations under the Plan Support Agreement, the other Plan
23 Proponent may thereafter modify the Plan without seeking the consent of the other Plan Proponent.
24 However, the Court may require a new disclosure statement and/or revoting on the Plan.

25 The Reorganized Debtor may also seek to modify the Plan at any time after Confirmation so
26 long as (1) the Plan has not been substantially consummated, (2) the proposed modifications are
27 consented to in writing by Wells, which consent will not be unreasonably withheld, and (3) the Court
28 authorizes the proposed modifications after notice and a hearing.

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1 Neither the Court nor any other individual or entity may modify or amend the Plan without the
2 prior written consent of the Reorganized Debtor.

3 **D. OTHER ASSURANCES**

4 The Creditors and Holders of Interests shall execute and deliver such documents and perform
5 such other acts as may be reasonably requested by the Reorganized Debtor to implement and carry out
6 the terms and/or intent of the Plan, and any notes or other documents issued pursuant hereto. In the
7 event such Holders fail to do so within 30 days of the Effective Date or request, as applicable, the
8 Reorganized Debtor shall be granted, pursuant to the Confirmation Order, power of attorney authority,
9 and authority under FRBP 7070 (and Federal Rule of Civil Procedure 70), for the limited purpose of
10 accomplishing the foregoing.

11 **E. CONFIRMATION REQUEST**

12 In the event that all of the applicable requirements of Bankruptcy Code §1129 (a) are met other
13 than paragraph (8), the Plan Proponents requests Confirmation of the Plan notwithstanding the
14 requirements of such paragraph under Bankruptcy Code §1129(b).

15 **F. FINAL DECREE**

16 Once the Estate has been fully administered as referred to in FRBP 3022, the Debtor, or other
17 party as the Court shall designate in the Confirmation Order, shall file a motion with the Court to
18 obtain a final decree to close the Case.

19
20 DATED: June __, 2013

STORY BUILDING LLC, Debtor

21
22 (Signature To Follow)

23 By: Gholam Ali Safari
24 Its: Manager
25
26
27
28

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1 Respectfully submitted,

2 CREIM MACIAS KOENIG & FREY LLP

3

4 By: /s/ Sandford L. Frey
Sandford L. Frey

5 Reorganization Attorneys for Story Building LLC,
6 Debtor and Debtor in Possession,

6

7 BRYAN CAVE LLP

8

9 By: /s/ Michelle McMahon
Michelle McMahon

10 Attorneys for Wells Fargo Bank, N.A., As Trustee For The Registered Holders Of J.P. Morgan Chase
11 Commercial Mortgage Securities Corp., Commercial Mortgage Pass-Through Certificates, Series
12 2004-C1

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