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7 **IN THE UNITED STATES BANKRUPTCY COURT**  
8 **FOR THE DISTRICT OF NEVADA**

<p>10 In Re:</p> <p>11 SAHARA TOWNE SQUARE, LLC,</p> <p>12 Debtor.</p>	<p>Case No: 12-12537-LBR</p> <p>Chapter: 11</p>
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15 **DEBTOR SAHARA TOWNE SQUARE, LLC'S DISCLOSURE STATEMENT**  
16 **DESCRIBING CHAPTER 11 PLAN OF REORGANIZATION**

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I. INTRODUCTION

Sahara Towne Square, LLC ("Debtor" or "Proponent") is Debtor in a Chapter 11 bankruptcy case. On March 7, 2012, Debtor commenced a bankruptcy case by filing its voluntary Chapter 11 petition under the United States Bankruptcy Code ("Code"), 11 U.S.C. §101 et seq. Chapter 11 allows Debtor, and under some circumstances, creditors and other parties in interest, to propose a plan of reorganization ("Plan").

Debtor has prepared this Disclosure Statement ("Disclosure Statement") in connection with the solicitation of votes on the Plan proposed by Debtor to treat the Claims of Creditors of Debtor. The Plan may provide for Debtor to reorganize by continuing to operate, to liquidate by selling assets of the estate, or a combination of both. Debtor is the party proposing the Plan sent to you in the same envelope as this document.

**THE DOCUMENT YOU ARE READING IS THE DISCLOSURE STATEMENT FOR THE ENCLOSED PLAN.** Any exhibits to this Disclosure Statement are incorporated into and are a part of this Disclosure Statement. The Plan is provided concurrently with this Disclosure Statement. This is a reorganizing Plan. In other words, the Proponent seeks to reorganize payments under the Plan as to various classes of claims.

**A. Purpose of This Document**

The objective of a Chapter 11 case is the confirmation (i.e., approval by the bankruptcy court) of a plan of reorganization. A plan describes in detail (and in language appropriate for a legal contract) the means for satisfying the claims against a debtor. After a plan has been filed, the holders of such claims that are impaired (as defined in Bankruptcy Code Section 1124) are permitted to vote to accept or reject the plan. Before a debtor or other plan proponent can solicit acceptances of a plan, Bankruptcy Code Section 1125 requires Debtor or other plan proponent to prepare a disclosure statement containing adequate information of a kind, and in sufficient detail, to enable those parties entitled to vote on the plan to make an informed judgment about the plan and whether they should accept or reject the plan.

The purpose of this Disclosure Statement is to provide sufficient information about Debtor and the Plan to enable Creditors to make an informed decision in exercising their rights to

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1 accept or reject the Plan. This Disclosure Statement will be used to solicit acceptances of the  
2 Plan once approved by the Bankruptcy Court.

3 After the appropriate Persons have voted on whether to accept or reject the Plan, there  
4 will be a hearing on the Plan to determine whether it should be confirmed. At the Confirmation  
5 Hearing, the Bankruptcy Court will consider whether the Plan satisfies the various requirements  
6 of the Bankruptcy Code. The Bankruptcy Court will also receive and consider a ballot summary  
7 which will present a tally of the votes of Classes accepting or rejecting the Plan cast by those  
8 entitled to vote. Once confirmed, the Plan will be treated essentially as a contract binding on all  
9 Creditors and other parties-in-interest in the Chapter 11 Case.

10 THIS DISCLOSURE STATEMENT IS NOT THE PLAN. FOR THE CONVENIENCE  
11 OF CREDITORS, THE PLAN IS SUMMARIZED IN THIS DISCLOSURE STATEMENT.  
12 ALL SUMMARIES ARE QUALIFIED IN THEIR ENTIRETY BY THE PLAN ITSELF. IN  
13 THE EVENT OF ANY INCONSISTENCY BETWEEN THIS DISCLOSURE STATEMENT  
14 AND THE PLAN, THE PLAN WILL CONTROL.

15 **READ THIS DISCLOSURE STATEMENT CAREFULLY IF YOU WANT TO**  
16 **KNOW ABOUT:**

- 17 (1) **WHO CAN VOTE OR OBJECT;**
- 18 (2) **WHAT THE TREATMENT OF YOUR CLAIM IS, (i.e., what your Claim**  
19 **will receive if the Plan is confirmed) AND HOW THIS TREATMENT**  
20 **COMPARES TO WHAT YOUR CLAIM WOULD RECEIVE IN**  
21 **LIQUIDATION;**
- 22 (3) **THE HISTORY OF DEBTOR AND SIGNIFICANT EVENTS DURING**  
23 **THE BANKRUPTCY;**
- 24 (4) **WHAT THINGS THE COURT WILL LOOK AT TO DECIDE**  
25 **WHETHER OR NOT TO CONFIRM THE PLAN;**
- 26 (5) **WHAT IS THE EFFECT OF CONFIRMATION; AND**
- 27 (6) **WHETHER THIS PLAN IS FEASIBLE.**

28

1 This Disclosure Statement cannot tell you everything about your rights. You should  
2 consider consulting your own lawyer to obtain more specific advice on how the Plan will affect  
3 you and what is the best course of action for you.

4 Be sure to read the Plan as well as the Disclosure Statement. If there are any  
5 inconsistencies between the Plan and the Disclosure Statement, the Plan provisions will govern.

6 The Code requires a Disclosure Statement to contain "adequate information" concerning  
7 the Plan. Prior to setting a Confirmation Date, the Bankruptcy Court will have approved this  
8 document as an adequate Disclosure Statement, containing enough information to enable parties  
9 affected by the Plan to make an informed judgment about the Plan. Any party can now solicit  
10 votes for or against the Plan.

11 **B. Deadlines for Voting and Objecting; Date of Plan Confirmation Hearing**

12 THE BANKRUPTCY COURT HAS NOT YET CONFIRMED THE PLAN  
13 DESCRIBED IN THIS DISCLOSURE STATEMENT. IN OTHER WORDS, THE TERMS OF  
14 THE PLAN ARE NOT YET BINDING ON ANYONE. HOWEVER, IF THE COURT LATER  
15 CONFIRMS THE PLAN, THEN THE PLAN WILL BE BINDING ON ALL CREDITORS AND  
16 INTEREST HOLDERS IN THIS CASE.

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

18 The Bankruptcy Court will determine whether or not to confirm the Plan at the Plan  
19 Confirmation Hearing assuming the Disclosure Statement is approved and the Plan Confirmation  
20 Hearing will be held in Courtroom 1, Foley Federal Building, 300 S. Las Vegas Blvd., Las  
21 Vegas, NV 89101. You will receive a second notice of hearing of the Plan Confirmation Hearing  
22 upon approval of this Disclosure Statement.

23 **2. Deadline To Vote For or Against the Plan**

24 If you are entitled to vote, it is in your best interest to timely vote on the enclosed ballot  
25 and return the ballot in the enclosed envelope to Marquis Aurbach Coffing, 10001 Park Run  
26 Drive, Las Vegas, Nevada, 89145, Attn: Zachariah Larson, Esq.

27 Unless a different date is set by the Bankruptcy Court in the Order Approving Disclosure  
28 Statement, your ballot must be received by ten (10) business days prior to the Confirmation

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1 Hearing or it will not be counted.

2 **3. Deadline For Objecting to the Confirmation of the Plan**

3 Unless a different date is set by the Court in the Order Approving Disclosure Statement,  
4 objections to the Confirmation of the Plan must be filed with the Bankruptcy Court and served  
5 upon Debtor’s Counsel, Zachariah Larson, Esq., within ten (10) business days prior to the  
6 Confirmation Hearing.

7 **4. Identity of Person to Contact for More Information Regarding the Plan**

8 Any interested party desiring further information about the Plan should contact Debtor’s  
9 Counsel, Zachariah Larson, Esq., at the address, phone number or e-mail address set forth on the  
10 first page of this document.

11 **C. Disclaimer**

12 Unless otherwise specifically noted, the financial information in this Disclosure  
13 Statement has not been subject to audit. Instead, this Disclosure Statement was prepared from  
14 information compiled from records maintained in the ordinary course of Debtor’s operations.  
15 Debtor has attempted to be accurate in the preparation of this Disclosure Statement. Other than  
16 as stated in this Disclosure Statement, Debtor has not authorized any representations or  
17 assurances concerning Debtor, their operations, or the value of their Assets. Therefore, in  
18 deciding whether to accept or reject the Plan, you should not rely on any information relating to  
19 Debtor or the Plan other than that contained in this Disclosure Statement or in the Plan itself.

20 The information contained in this Disclosure Statement is provided by Debtor and  
21 Debtor’s Counsel. Debtor represents that everything stated in the Disclosure Statement is true to  
22 Debtor's best knowledge. The Bankruptcy Court has yet to determine whether or not the Plan is  
23 confirmable and makes no recommendation as to whether or not you should support or oppose  
24 the Plan.

25 **II. DEFINITIONS AND RULES OF INTERPRETATION**

26 **A. Terminology and Meanings.**

27 For the purposes of this Disclosure Statement and the accompanying Plan, any capitalized  
28 terms shall have the respective meanings as set forth in the accompanying Plan, and set forth



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1 herein for convenience; such meanings to be equally applicable to the singular and the plural  
2 forms of the terms defined, unless the context otherwise requires. Capitalized terms used in this  
3 Disclosure Statement and Plan at all times shall refer to terms defined herein and in the Plan. To  
4 the extent that there is a conflict regarding any term meaning, the Plan shall control. Unless  
5 otherwise provided in this Plan, all terms used herein shall have the meaning assigned to them  
6 under the Bankruptcy Code or Bankruptcy Rules. The rules of construction applicable to the  
7 Bankruptcy Code and the Bankruptcy Rules shall be applicable to this Plan.

8 **1. Definitions.**

9 1.1 “Administrative Claim” means a Claim for costs and expenses of administration,  
10 pursuant to Bankruptcy Code sections 503(b), 507(a)(2) or 507(b), including: (a) the actual and  
11 necessary costs and expenses incurred after the Petition Dates and through the Effective Date of  
12 preserving the Estates and operating the businesses of Debtor (such as wages, salaries, or com-  
13 missions for services, and payments for goods and services); (b) compensation and  
14 reimbursement of expenses for legal, financial advisory, accounting, and other services,  
15 including but not limited to, Allowed Professional Fees, pursuant to Bankruptcy Code sections  
16 328, 330(a), or 331 or otherwise for the period commencing on the Petition Date and ending on  
17 the Effective Date; (c) all fees and charges assessed against the Estates, pursuant to chapter 123  
18 of the Judicial Code and 28 U.S.C. § 1930; and (d) all Bankruptcy Court approved requests for  
19 compensation or expense reimbursement for making a substantial contribution in the Chapter 11  
20 Cases, pursuant to Bankruptcy Code sections 503(b)(3), (4), and (5).

21 1.2 “Administrative Claim Bar Date” means the deadline for filing requests for  
22 payment of Administrative Claims, which shall be thirty (30) days after the Effective Date,  
23 except with respect to Professional Fees, which shall be subject to the provisions set forth herein  
24 relating to the treatment of Administrative Claims for Professional Fees.

25 1.3 “Allowed” means, with reference to any Claim, Equity Interest or Interest and  
26 with respect to Debtor: (a) any Claim against or Interest in Debtor that has been listed by Debtor  
27 in their Schedules, as such Schedules may be amended by Debtor from time to time in  
28 accordance with Bankruptcy Rule 1009, as liquidated in amount and not disputed or contingent

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1 and for which no contrary Proof of Claim or Interest has been Filed; (b) any Claim or Interest  
2 allowed (i) under this Plan, (ii) by Final Order, or (iii) as to which the liability of Debtor and the  
3 amount thereof are determined by a final order of a court of competent jurisdiction other than the  
4 Bankruptcy Court; or (c) as to which a Proof of Claim has been timely Filed in a liquidated  
5 amount with the Bankruptcy Court, pursuant to the Bankruptcy Code or any order of the  
6 Bankruptcy Court, or has been Filed with leave of the Bankruptcy Court after notice and a  
7 hearing, provided that no objection to the allowance of such Claim or motion to expunge such  
8 Claim has been interposed by any party in interest before any final date for the filing of such  
9 objections or motions set forth in this Plan, the Confirmation Order or other order of the  
10 Bankruptcy Court. For purposes of determining the amount of an Allowed Claim, there shall be  
11 deducted therefrom an amount equal to the amount of any valid and enforceable Claim that  
12 Debtor may hold against the Holder thereof, to the extent such Claim may be validly offset,  
13 recouped, or otherwise reduced under applicable law.

14 1.4 “Assets” means all of the assets, property (including the Properties), interests, and  
15 effects, Cash, receivables, real and personal, tangible and intangible, wherever situated, of  
16 Debtor, as they existed on the Effective Date or thereafter, including: (a) executory contracts and  
17 unexpired leases; (b) all of Debtor’s other non-Cash property and assets, including all of the  
18 Causes of Action; and (c) any interest in any security deposit held on the Effective Date.

19 1.5 “Assumed Contracts” means any of Debtor’s unexpired leases and executory con-  
20 tracts existing on the Petition Date and any unexpired leases and executory contracts entered into  
21 by Debtor post-petition which, prior to the Confirmation Date have been assumed by Debtor  
22 pursuant to Bankruptcy Code section 365, or are to be assumed by Debtor pursuant to this Plan.

23 1.6 “Avoidance Actions” means any actions commenced, or that may be commenced  
24 before or after the Effective Date, pursuant to Bankruptcy Code sections 544, 545, 547, 548, 550  
25 or 551.

26 1.7 “Bankruptcy Code” means Title 11 of the United States Code, as amended from  
27 time to time, as applicable to this Chapter 11 Case.  
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1 1.8 “Bankruptcy Court” means the United States Bankruptcy Court for the District of  
2 Nevada, or such other court as may from time to time have jurisdiction over these Chapter 11  
3 Cases.

4 1.9 “Bankruptcy Rules” means the Federal Rules of Bankruptcy Procedure, as  
5 heretofore or hereafter amended and the general, local and chambers rules and orders of the  
6 Bankruptcy Court.

7 1.10 “Bar Date” means July 18, 2012, the date established by the Bankruptcy Court by  
8 which non-governmental Creditors are required to file proofs of claim with respect to pre-petition  
9 Claims including Claims asserted, pursuant to Bankruptcy Code section 503(b)(9), except with  
10 respect to Administrative Claims, Claims arising from the rejection of any executory contracts  
11 and unexpired leases, and Claims that were scheduled by Debtor as undisputed, non-contingent,  
12 and unliquidated; and October 16, 2012, by which governmental Creditors are required to file  
13 proofs of claim with respect to pre-petition Claims, including but not limited to Priority Tax  
14 Claims.

15 1.11 “Business Day” means a day, other than a Saturday, Sunday, or other day on  
16 which commercial banks in Las Vegas, Nevada are authorized or required by law to close.

17 1.12 “Cash” means legal tender of the United States of America, which may be  
18 conveyed by check or wire transfer.

19 1.13 “Cash Collateral Orders” means any and all interim and final orders entered by the  
20 Bankruptcy Court, which permitted Debtor to use the cash collateral of any of the Secured  
21 Lenders.

22 1.14 “Causes of Action” means any Claim, Avoidance Action, cause of action, contro-  
23 versy, demand, right, action, Lien, indemnity, guaranty, suit, obligation, liability, damage, judg-  
24 ment, account, defense, offset, power, privilege, license, and franchise of any kind or character  
25 whatsoever, known, unknown, contingent or non-contingent, matured or unmatured, suspected or  
26 unsuspected, liquidated or unliquidated, disputed or undisputed, secured or unsecured, assertable  
27 directly or derivatively, whether arising before, on or after the Petition Date, in contract or in tort,  
28 in law or in equity, or pursuant to any other theory of law.

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1 1.15 “Chapter 11 Case” means the chapter 11 case filed by Debtor as set forth in the  
2 caption to this Plan.

3 1.16 “Claim” has the meaning set forth in Bankruptcy Code section 101(5).

4 1.17 “Claim Objection Deadline” means one (1) year from the Effective Date for all  
5 Claims, except for Claims for which a specific objection deadline has been set forth elsewhere in  
6 this Plan.

7 1.18 “Claims Register” means the official register of Claims and Interests maintained  
8 by Debtor.

9 1.19 “Class” means a class of Holders of Claims or Interests as described in Article II  
10 of the Plan.

11 1.20 “Confirmation” means the entry by the Bankruptcy Court of the Confirmation  
12 Order.

13 1.21 “Confirmation Date” means the date upon which the clerk of the Bankruptcy  
14 Court enters the Confirmation Order on the docket of the Chapter 11 Cases, within the meaning  
15 of Bankruptcy Rules 5003 and 9021.

16 1.22 “Confirmation Funds” means all funds required to be disbursed, or deposited and  
17 held for later disbursement upon allowance or other Bankruptcy Court authorization, on or as of  
18 the Effective Date (i) to Holders of Allowed Professional Fee Claims, other Allowed  
19 Administrative Claims, Allowed Priority Claims to be paid in Cash on the Effective Date, any  
20 Allowed Priority Tax Claims other than Priority Tax Claims to be paid in deferred payments  
21 pursuant to this Plan, (ii) to the U.S. Trustee for U.S. Trustee Fees due as of the Effective Date  
22 and (iii) for any other Distributions and payment of costs and expenses in connection with  
23 consummating the Plan.

24 1.23 “Confirmation Hearing” means the hearing held by the Bankruptcy Court to  
25 consider confirmation of the Plan pursuant to Bankruptcy Code section 1129, as such hearing  
26 may be adjourned or continued from time to time.

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1 1.24 “Confirmation Order” means the order entered by the Bankruptcy Court  
2 confirming the Plan in accordance with the Bankruptcy Code, which shall be in form and  
3 substance reasonably acceptable to Debtor.

4 1.25 “Creditor” means a Holder of a Claim.

5 1.26 “Cure” means the payment of Cash by Debtor, or the Distribution of other  
6 property and the performance of any other obligations as the parties may agree or the Bankruptcy  
7 Court may order necessary to cure defaults under an executory contract or unexpired lease of  
8 Debtor that are required to allow Debtor to assume, or to assume and assign that contract or  
9 unexpired lease under section 365(a) of the Bankruptcy Code, or under this Plan.

10 1.27 “Cure Bar Date” means the deadline for filing requests for payment of Cure,  
11 which shall be fifteen (15) days prior to the Confirmation hearing.

12 1.28 “Debtor” shall mean Sahara Towne Square, LLC.

13 1.29 “Debtor in Possession” mean Debtor, as debtor in possession in the Chapter 11  
14 Case, pursuant to Bankruptcy Code sections 1107 and 1108.

15 1.30 “Disallowed Claim” means any Claim or portion thereof that has been disallowed  
16 by a Final Order of the Bankruptcy Court.

17 1.31 “Disclosure Statement” means the solicitation and disclosure statement for this  
18 Plan, including all exhibits and schedules thereto.

19 1.32 “Disputed Claim” means: (a) any Claim or portion of a Claim (including any Ad-  
20 ministrative Claim, Priority Claim or Other Secured Claim) listed in the Schedules as disputed,  
21 contingent, or unliquidated; or (b) any Claim, as to which an objection to the allowance thereof  
22 has been filed with the Bankruptcy Court within any time limitation fixed by the Bankruptcy  
23 Code, the Bankruptcy Rules, this Plan or an order of the Bankruptcy Court, which objection has  
24 not been settled, withdrawn, or determined, in whole or in part, by a Final Order. Pursuant to  
25 United States Bankruptcy Court, District of Nevada, Local Rule 3007(d), Debtor may file an  
26 objection to any Proof of Claim within sixty (60) days after the entry of an order confirming the  
27 Plan.  
28

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1 1.33 “Distribution” means any distribution made by the Distribution Agent pursuant to  
2 the terms of this Plan.

3 1.34 “Distribution Agent” means Debtor, or the Person or Entity chosen by Debtor to  
4 make or to facilitate Distributions pursuant to this Plan.

5 1.35 “Distribution Record Date” means the Confirmation Date unless the Bankruptcy  
6 Court establishes a different date for the Distribution Record Date in the Confirmation Order.

7 1.36 “Effective Date” means the first Business Day on which the conditions specified  
8 herein in Article XII have been satisfied in full or waived.

9 1.37 “Entity” has the meaning as set forth in Bankruptcy Code section 101(15).

10 1.38 “Estate” means, the estate of Debtor that was created by the commencement of the  
11 Chapter 11 Case pursuant to Bankruptcy Code section 541, and shall be deemed to include any  
12 and all privileges and incorporeal hereditaments of Debtor and any and all interests in property,  
13 whether real, personal or mixed, rights, Causes of Action, avoidance powers or extensions of  
14 time that Debtor or the estate shall have had effective as of the Petition Date or thereafter,  
15 whether by virtue of Bankruptcy Code sections 544, 545, 546, 547, 548, 549 or 550 or otherwise.

16 1.39 “Equity Interest” means the same as “Interest.”

17 1.40 “File” means to file with the Bankruptcy Court in the Chapter 11 Case.

18 1.41 “Final Decree” means an order of the Bankruptcy Court closing the Chapter 11  
19 Case pursuant to Bankruptcy Code section 350.

20 1.42 “Final Order” means an order or judgment entered by the Bankruptcy Court: (a)  
21 that has not been reversed, stayed, modified, amended, revoked, varied or set aside, and as to  
22 which (i) any right to appeal or seek certiorari, review, reargument, stay or rehearing has been  
23 waived, or (ii) the time to appeal or seek certiorari, review, reargument, stay or rehearing has  
24 expired and no appeal or petition for certiorari, review, reargument, stay or rehearing is pending;  
25 or (b) as to which an appeal has been taken or petition for certiorari, review, reargument, stay or  
26 rehearing has been filed, and (i) such appeal or petition for certiorari, review, reargument, stay or  
27 rehearing has been resolved by the highest court to which the order or judgment was appealed or  
28 from which certiorari, review, reargument, stay or rehearing was sought, and (ii) the time to

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1 appeal further or seek certiorari, review, reargument, stay or rehearing has been waived or  
2 expired and no such further appeal or petition for certiorari, review, reargument, stay or rehearing  
3 is pending, provided, however, that no order or judgment shall fail to be a “Final Order”  
4 hereunder solely because of the possibility that a motion pursuant to section 502(j) or 1144 of the  
5 Bankruptcy Code, Rule 59 or 60 of the Federal Rules of Civil Procedure or Bankruptcy Rule  
6 9024 may be Filed with respect to such order or judgment.

7 1.43 “First Priority Senior Secured Claim” means a Secured Claim by which a Secured  
8 Lender has a Lien that takes priority over all other Secured Lenders over the same Property. For  
9 purposes of this Plan, First Priority Senior Secured Claim shall include the U.S. Bank Claims.

10 1.44 “General Unsecured Claims” means all the Claims against Debtor, including any  
11 Deficiency Claims of Secured Lenders on the Properties who did not make the 1111(b) Election  
12 and Claims resulting from rejection of executory contracts and unexpired leases, that are not  
13 Secured, Administrative, or Priority Claims, and that are not subject to subordination by  
14 agreement or otherwise.

15 1.45 “Holder” means any Person or Entity that is the owner of a Claim or Interest in the  
16 Chapter 11 Cases.

17 1.46 “Insider” shall have the meaning set for the Bankruptcy Code section 101(31).

18 1.47 “Interest” means any: (i) any equity or other ownership interest in any Person or  
19 Entity, including, but not limited to, all issued and outstanding or reserved for issuance, common  
20 stock, preferred stock, membership interests, warrants, options, or other ownership rights or  
21 rights to purchase or receive additional shares of stock or membership interests in any Person or  
22 Entity, and/or any other instrument or document to the extent that it directly or indirectly  
23 evidences, creates or reserves any equity or ownership interest in any Person or Entity giving rise  
24 to any Claim or Interest, (ii) equity security, including all membership interests together with any  
25 warrants, options, or contractual rights to purchase or acquire such equity securities at any time  
26 and all rights arising with respect thereto and (iii) partnership, limited liability company or sim-  
27 ilar interest.

28 1.48 “Interest Holder” means the Holder of an Interest (or Equity Interest).

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1 1.49 “Key Transaction Documents” means, the Plan, the Disclosure Statement, the  
2 Ballots, and any and all Plan implementation documents filed with any Plan Supplements.

3 1.50 “Lien” has the meaning set forth in Bankruptcy Code section 101(37).

4 1.51 “Notice of Confirmation” means that certain notice, pursuant to Bankruptcy Rule  
5 3020(c)(2), notifying Holders of Claims and Interests that the Bankruptcy Court has confirmed  
6 this Plan.

7 1.52 “Operative Document” means any contract, instrument, release, settlement  
8 agreement or other agreement or document, if any, that is reasonably necessary to effectuate and  
9 implement the transactions provided for in this Plan, including the Key Transaction Documents.

10 1.53 “Other Secured Claims” means any Secured Claim other than a Claim with  
11 respect to a Secured Loan on Debtor’s Properties.

12 1.54 “Permitted Encumbrances” means (i) Liens for *ad valorem* taxes not yet due and  
13 payable, (ii) easements, restrictions, conditions and limitations of record that affected the title to  
14 the Properties as of the Petition Date, (iii) any Liens securing Other Secured Claims that are  
15 reinstated or assumed by Debtor (as applicable), and (iv) as such term is defined in the Plan.

16 1.55 “Person” means any individual, corporation, partnership, limited liability  
17 company, joint venture, association, trust or organization, or other “person” as defined in  
18 Bankruptcy Code section 101(41), as well as any governmental agency, governmental unit or  
19 political subdivision.

20 1.56 “Petition Date” means March 7, 2012.

21 1.57 “Plan” means this chapter 11 plan, including all documents referenced herein and  
22 all exhibits, supplements, appendices and schedules hereto or thereto, either in its present form or  
23 as the same may be altered, amended or modified from time to time pursuant to the Bankruptcy  
24 Code or Final Order.

25 1.58 “Plan Proponent” means Debtor.

26 1.59 “Priority Claim” means a Claim entitled to priority under Bankruptcy Code  
27 sections 507(a)(2) through (7).  
28



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1 1.60 “Priority Tax Claims” means any Claim that is entitled to priority under section  
2 502(i) or Bankruptcy Code section 507(a)(8). Priority Tax Claims do not include *ad valorem* tax  
3 Claims if such Claims under applicable state law are Secured by a Lien on Debtor’s Assets.

4 1.61 “Professional” means an Person or Entity: (a) employed pursuant to a Bankruptcy  
5 Court order in accordance with Bankruptcy Code sections 327 or 1103 and to be compensated for  
6 services rendered prior to or on the Effective Date, pursuant to Bankruptcy Code sections 327,  
7 328, 329, 330, or 331; or (b) awarded compensation and reimbursement by the Bankruptcy  
8 Court, pursuant to Bankruptcy Code section 503(b)(4).

9 1.62 “Professional Fees” means all reasonable fees and expenses incurred by  
10 Professionals and allowed by the Bankruptcy Court.

11 1.63 “Professional Fee Claim” means any Claim for compensation or reimbursement of  
12 fees and expenses as may be requested by a Professional to the extent such Professional is  
13 required to apply to the Bankruptcy Court for payment of such Claim pursuant to Bankruptcy  
14 Code sections 326, 328, 330 or 331 and the terms of this Plan.

15 1.64 “Proof of Claim” means a Proof of Claim Filed against Debtor in the Chapter 11  
16 Cases.

17 1.65 “Properties” means, collectively, all real estate and Rents thereof owned by  
18 Debtor and listed on Debtor’s Schedules, as amended or modified, relating to the U.S. Bank  
19 Property.

20 1.66 “Properties’ Value” means the aggregate going concern value of the Properties, as  
21 determined by the Bankruptcy Court or through stipulation between Debtor and their respective  
22 lenders, which value must be consistent with the economics of this Plan.

23 1.67 “Property” means any one of the Properties, together with its Rents.

24 1.68 “Property Value” means, for any Property, the Property’s going concern value, as  
25 determined by the Bankruptcy Court or through stipulation between Debtor and the Secured  
26 Lender(s) holding a Lien on such Property, which value must be consistent with the economics of  
27 this Plan.

28 1.69 “Proponent” mean Debtor as proponent of this Plan.

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1 1.70 “Pro Rata” means, with respect to an amount of Cash or other consideration to be  
2 paid or distributed on a particular date to a Holder of an Allowed Claim, that such Distribution  
3 shall be made in accordance with the ratio, as of such date, of the amount such Allowed Claim is  
4 to the aggregate of the amounts of Claims in the Class to which such Allowed Claim belongs.

5 1.71 “Rejected Contract” means any expired lease or contract, or any unexpired lease  
6 or executory contract that has been rejected prior to Confirmation, or is the subject of a pending  
7 motion for rejection or has been designated in the Disclosure Statement (or in any other contract,  
8 instrument, stipulation, settlement, release, or other agreement or document entered into in  
9 connection with this Plan) as a contract or lease that is not to be an Assumed Contract, or is  
10 otherwise rejected pursuant to the this Plan.

11 1.72 “Released Liabilities” means, with respect to a given Releasor, all claims, obliga-  
12 tions, suits, judgments, damages, demands, debts, rights, Causes of Action and liabilities based  
13 on any act, omission, transaction, event or other occurrence (other than rights to enforce the  
14 terms of this Plan or any related document or agreement), whether known or unknown, foreseen  
15 or unforeseen, then existing or thereafter arising, in law, equity or otherwise that arose prior to  
16 the Effective Date and relate to Debtor, this Plan, the Chapter 11 Case, which could have been  
17 asserted by such Releasor (or on behalf of Debtor or its Estate) against any Releasee or any of its  
18 Representatives. THE DISCHARGE OF THE RESPECTIVE DEBTOR, AS SET FORTH IN  
19 THIS PLAN, SHALL NOT RELEASE OR DISCHARGE THIRD PARTIES, INCLUDING,  
20 BUT NOT LIMITED TO, DEBTOR’S MANAGING MEMBER(S), FROM ANY PERSONAL  
21 OBLIGATIONS IT MAY HAVE TO ANY SECURED LENDER OR OTHER CREDITOR  
22 UNDER ANY PERSONAL GUARANTY OR OTHERWISE.

23 1.73 “Releasees” means Debtor, the Distribution Agent, Secured Lenders, and any  
24 current shareholders, subsidiaries, partners, members or affiliates of the aforementioned Persons  
25 and any of their respective Representatives.

26 1.74 “Releasors” means Debtor, the Distribution Agent, Secured Lenders, and any  
27 current shareholders, subsidiaries, partners, members or affiliates of the aforementioned Persons  
28 and any of their Representatives.

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1 1.75 “Rents” means, with respect to a Property, such Property’s rents, earnings,  
2 income, profits, benefits and advantages arising from such Property, if any, as set forth in the  
3 deed of trust and/or assignment of rents securing any Secured Loan with respect to such Property.

4 1.76 “Reorganized Debtor” means Debtor, or any successor thereto, by merger,  
5 consolidation or otherwise, on or after the Effective Date.

6 1.77 “Reorganized Debtor Bylaws” means the amended and restated agreements that  
7 will govern the Reorganized Debtor as of the Effective Date.

8 1.78 “Representatives” means, with respect to a given Person or Entity, its past and  
9 current directors, officers, shareholders, members, partners, employees, agents, attorneys,  
10 professionals, advisors, trustees, consultants, accountants, contractors and other representatives.

11 1.79 “Schedule of Assumed Contracts” means the schedule of Assumed Contracts and  
12 Debtor’s proposed respective Cure amounts, if any, which is attached as an exhibit to the  
13 Disclosure Statement.

14 1.80 “Schedule of Disputed Claims” means the non-exhaustive list of Claims whose  
15 amounts are disputed, if any, which is attached as an exhibit to the Disclosure Statement.

16 1.81 “Schedules” means the schedules of Assets and liabilities, the list of Holders of  
17 Interests and the statements of financial affairs Filed by Debtor under Bankruptcy Code section  
18 521 and Bankruptcy Rule 1007, and all amendments and modifications thereto through the  
19 Confirmation Date.

20 1.82 “Secured” means when referring to a Claim: (a) secured by a Lien on property in  
21 which the Estates have an interest, which Lien is valid, perfected, and enforceable pursuant to  
22 applicable law or by reason of a Bankruptcy Court order, or that is subject to setoff pursuant to  
23 section 553 of the Bankruptcy Code, to the extent of the value of the Creditor’s interest in the  
24 Estates’ interest in such property or to the extent of the amount subject to setoff, as applicable, as  
25 determined pursuant to section 506(a) of the Bankruptcy Code; or (b) Allowed pursuant to this  
26 Plan as a secured Claim.

27 1.83 “Secured Lenders” means, collectively, all lenders holding Liens on Debtor’s real  
28 property and Rents thereof to secure their Claims as set forth in Debtor’s Schedules, as amended

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1 or modified, and any respective other Persons or Entities holding Claims with respect to each  
2 Secured Loan held by each of the Secured Lenders and any permitted assignee or other transferee  
3 thereof, each individually, a “Secured Lender.”

4 1.84 “Secured Loan” means a loan held by a Secured Lender which is Secured by a  
5 Property.

6 1.85 “Secured Note Deduction” means, for each Property and the Secured Lender’s  
7 Claim secured by a Lien on such Property, an amount equal to (i) the amount of any Claims  
8 secured by a Lien on the subject Property which is senior in priority to the Lien held by the  
9 Secured Lender on the said Property, plus (ii) any post petition amounts paid to a Secured Lender  
10 as adequate protection or otherwise to the extent there was no diminution in value of its interest  
11 in the subject Property during the Chapter 11 Case, plus (iii) any amounts the Bankruptcy Court  
12 determines, at the Confirmation Hearing, should be surcharged to the Property or the Secured  
13 Lender pursuant to Bankruptcy Code section 506(c).

14 1.86 “Security Deposits” means the security deposits received from tenants of the  
15 Properties.

16 1.87 “Unclassified Claims” means Administrative Claims and Priority Tax Claims.

17 1.88 “U.S. Bank” means U.S. Bank National Association.

18 1.89 “U.S. Bank Claims” means the First Priority Secured Claim held by U.S. Bank  
19 and/or any other Persons under the U.S. Bank Loan, U.S. Bank Note and related loan documents.

20 1.90 “U.S. Bank Loan” means the loan pursuant to the U.S. Bank Note as secured by a  
21 Deed of Trust and Security Agreement (“Deed of Trust”) which was recorded with the Clark  
22 County, Nevada, Recorder’s Office on June 21, 2001, and an Assignment of Leases and Rents  
23 dated June 21, 2001 (“Assignment of Rents Agreement”) which was recorded with the Clark  
24 County, Nevada, Recorder’s Office on June 21, 2001, among other documents, instruments or  
25 agreements relating to the U.S. Bank Property, pursuant to which the U.S. Bank Loan is secured  
26 by the U.S. Bank Property and Rents thereof.

27 1.91 “U.S. Bank Note” means the promissory note dated June 21, 2001, by and  
28 between Sahara Towne Square, LLC, as borrower, and First Union National Bank, as lender, in

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1 the original principal amount of \$10,600,000 Dollars, at a fixed rate of 7.6% per annum, as  
2 thereafter assigned to or held by U.S. Bank, as successor in interest.

3 1.92 “U.S. Bank Property” means ±98,344 square feet of commercial real property  
4 with improvements located at 2520 S. Maryland Pkwy and 2650 S. Maryland Pkwy, Las Vegas,  
5 Nevada, together with the Rents thereof currently owned by Debtor Sahara Towne Square, LLC.

6 1.93 “U.S. Bank Refinanced Secured Loan” means U.S. Bank Loan as restructured and  
7 refinanced under the terms of this Plan as the U.S. Bank Refinanced Secured Loan, as more  
8 particularly defined and set forth in this Plan.

9 1.94 “U.S. Bank Refinanced Secured Loan Maturity” means that date which is one  
10 hundred twenty (120) months [ten (10) years] from the first monthly payment made pursuant to  
11 the U.S. Bank Refinanced Secured Loan Payments Terms.

12 1.95 “U.S. Bank Refinanced Secured Loan Payment Terms” means the payment terms  
13 of the U.S. Bank Refinanced Secured Loan, if no 1111(b) Election is made by U.S. Bank, which  
14 shall be one hundred twenty (120) equal monthly principal and interest payments at the U.S.  
15 Bank Refinanced Secured Loan Interest Rate based on a thirty (30) year amortization schedule  
16 with a final (120th) balloon payment for the remaining balance due on the U.S. Bank Refinanced  
17 Secured Loan at the U.S. Bank Refinanced Secured Loan Maturity. Debtor will make its  
18 monthly payment on or before the 15th day of each month.

19 1.96 “U.S. Bank Refinanced Secured Loan Interest Rate” means four and sixth-tenths  
20 percent (4.6%) per annum, if no section 1111(b) election is made by U.S. Bank, unless otherwise  
21 determined by the Bankruptcy Court, which rate must be satisfactory to Debtor.

22 1.97 “U.S. Trustee Fees” means fees payable pursuant to 28 U.S.C. § 1930.

23 **B. Rules of Interpretation.**

24 Any term used in this Disclosure Statement and accompanying Plan that is not defined in  
25 this Disclosure Statement and accompanying Plan, either in this Article or elsewhere, but that is  
26 used in the Bankruptcy Code or the Bankruptcy Rules, has the meaning assigned to that term in  
27 the Bankruptcy Code or the Bankruptcy Rules. For purposes of this Disclosure Statement and  
28 accompanying Plan: (a) whenever from the context it is appropriate, each term, whether stated in

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1 the singular or the plural, shall include both the singular and the plural; (b) to the extent a  
2 reference or description in this Disclosure Statement and accompanying Plan to an Operative  
3 Document is inconsistent with the terms or conditions of that Operative Document, the terms and  
4 conditions of the Operative Document shall govern over the reference or description contained in  
5 this Disclosure Statement and accompanying Plan; (c) any reference in this Disclosure Statement  
6 and accompanying Plan to an existing document, schedule, Operative Document, or exhibit Filed  
7 or to be Filed means such document, schedule, Operative Document, or exhibit, as it may have  
8 been or may be amended, modified, or supplemented as of the Confirmation Date in accordance  
9 with the terms hereof; (d) unless otherwise specified in a particular reference, all references in  
10 this Disclosure Statement and accompanying Plan to Sections, Articles, and exhibits are  
11 references to Sections, Articles, and exhibits of or to this Disclosure Statement and  
12 accompanying Plan; (e) the words “herein”, “hereof”, “hereto”, “hereunder”, and others of  
13 similar import refer to this Disclosure Statement and accompanying Plan in its entirety rather  
14 than to only a particular portion of this Disclosure Statement and accompanying Plan; (f) the  
15 word “all” shall mean “any and all;” (g) captions and headings to Articles and Sections are  
16 inserted for convenience of reference only and are not intended to be a part of or to affect the  
17 interpretations of this Disclosure Statement and accompanying Plan; (h) the rules of construction  
18 set forth in Bankruptcy Code section 102 shall apply, including that the terms “includes,” “shall  
19 include,” and “including” are not limiting; (i) reference to a pleading, request, or document being  
20 “Filed” means duly and properly filed with the Bankruptcy Court as reflected on the docket of the  
21 Bankruptcy Court; (j) all exhibits and schedules to this Disclosure Statement and accompanying  
22 Plan are incorporated into this Disclosure Statement and accompanying Plan, and shall be  
23 deemed to be included in this Disclosure Statement and accompanying Plan, regardless of when  
24 they are Filed; (k) any service or notice provided for in this Disclosure Statement and  
25 accompanying Plan shall be provided at the addresses specified herein; (l) except to the extent  
26 that the Bankruptcy Code or other federal law is applicable, or to the extent the exhibits or  
27 Operative Documents provide otherwise, the rights, duties and obligations under this Disclosure  
28 Statement and accompanying Plan shall be governed, construed and enforced in accordance with

1 the laws of the State of Nevada; and (m) to the extent a reference or description in the Disclosure  
2 Statement or an Operative Document is inconsistent with the terms or conditions of the Plan or  
3 Operative Document, the terms and conditions of the Plan or Operative Documents, as  
4 applicable, shall govern over the reference contained in this Disclosure Statement.

5 **III. BACKGROUND**

6 **A. Description and History of Debtor's Business**

7 Debtor is in the business of real estate development and currently owns a shopping center  
8 (commercial property with improvements) in Clark County, Nevada. In addition to leasing space  
9 within this shopping center, Debtor has several executory contracts for maintenance, property  
10 management, leasing, fire protection and monitoring to maintain the single asset of Debtor. The  
11 tenants at the property of over 98,000 square feet of real space are described in an exhibit to this  
12 Disclosure Statement.

13 In addition to leasing the sole asset, Debtor has ongoing monthly obligations including  
14 paying general monthly obligations, such as utilities and maintenance upkeep including, but not  
15 limited to landscaping, HVAC repair, graffiti removal, grease trap service, parking lot sweeping,  
16 power wash services, security, and repairs. Debtor anticipates that by reorganizing its operations,  
17 Debtor will be able to operate at a profit.

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

19 Debtor is a limited liability company whose sole asset consists of a shopping center  
20 located at 2520 South Maryland Pkwy and 2650 South Maryland Pkwy, Las Vegas, Nevada.  
21 Debtor is owned by STS Manager, Inc. (1%) and Desert Lakes Apartments, a California Limited  
22 Partnership (99%), which is a 100% owner of STS Manager, Inc. Desert Lake Apartments is  
23 owned by Desert Lakes GP, a California Limited Liability Company (25%) and Various Limited  
24 Partners (75%).

25 **C. Management of Debtor Before and After the Bankruptcy**

26 During the time period prior to the date on which Debtor filed its bankruptcy petition,  
27 Debtor operated as a limited liability company. Debtor intends to maintain the commercial  
28 Properties it owns in the ordinary course of business upon confirmation of the Plan. Debtor has

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1 utilized and will continue to utilize Real Estate Asset Management, LLC as property manager for  
2 the Properties.

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

4 The events leading to this Chapter 11 case are the downturn in the economy generally and  
5 the Las Vegas real estate market specifically. This occurred at or about the time that the U.S.  
6 Bank Note matured. Due the economy and the demise of property values in Clark County,  
7 Nevada, Debtor was unable to make certain necessary capital improvements and repairs, or  
8 refinance the Property and pay off the U.S. Bank Note. However, Debtor believes that the terms  
9 proposed and the leases secured and, in some cases, renegotiated, will allow Debtor to manage  
10 and maintain the Property and its reorganized indebtedness.

11 **E. Significant Events During the Bankruptcy Proceedings**

12 The following is a list of significant events which have occurred during this Case:

13 On March 7, 2011, Debtor Filed its Chapter 11 Case. There are no adversary proceedings  
14 currently pending. Debtor has not filed any adversary proceedings at this time, however, if the  
15 Bankruptcy Court does not confirm the Plan, Debtor may elect to pursue any claims it holds  
16 against its lenders.

17 To date, Debtor has petitioned the Bankruptcy Court to retain the following Professionals  
18 in the Case: Marquis Aurbach Coffing, as Debtor's counsel and Flangas McMillan Law Group as  
19 Debtor's special counsel. The Application to Employ Marquis Aurbach Coffing was granted and  
20 notice of entry of order was filed on April 20, 2012. The Application to Employ Flangas  
21 McMillan Law Group was granted and notice of entry of order was filed on April 20, 2012.

22 On February 24, 2011, Debtor filed Debtor's Emergency Motion for an Interim Order  
23 Authorizing Use of Cash Collateral and Related Relief and Scheduling Final Hearing Pursuant to  
24 Fed. R. Bankr. P. 4001(b)(2). A Notice of Entry of Order Authorizing Debtor's Use of Cash  
25 Collateral on an Interim Basis was filed on April 17, 2012. The Final Order Authorizing Use of  
26 Cash Collateral was entered on May 18, 2012.

27 A Notice of Entry of Order Authorizing Debtor's Motion for an Order Under Section 366  
28 of the Bankruptcy Code (A) Prohibiting Utility Providers from Altering, Refusing, or



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1 Discontinuing Service, (B) Deeming Utilities Adequately Assured of Future Performance, and  
2 (C) Establishing Procedures for Determining Requests for Additional Adequate Assurance was  
3 Filed on April 17, 2012.

4 There are six (6) Proofs of Claim filed to date. Except to the extent that a Claim is  
5 already Allowed pursuant to a final non-appealable order, Debtor reserves the right to object to  
6 Creditors' Claims. Therefore, even if your Claim is Allowed for voting purposes, you may not  
7 be entitled to a distribution if an objection to your Claim is later upheld. The procedures for  
8 resolving Disputed Claims are set forth in this Plan.

9 Separately, the Court set a Bar Date for Proofs of Claim in the Case of July 18, 2012 for  
10 non-governmental Creditors and October 16, 2012 for governmental agencies. The Bar Date is  
11 the date after which Creditors cannot file a Proof of Claim in this Case. Importantly, if your  
12 Claim is listed in Debtor's Schedules, and you agree with the Claim amount listed there, you do  
13 not need to file a Proof of Claim in the Case. However, the non-filing of a Proof of Claim may  
14 impact your eligibility for payment in this Plan. If Debtor amends its Schedules and your Claim  
15 is affected, you will have an opportunity to file an objection to any such change.

16 **F. Other Legal Proceedings**

17 There are two lawsuits currently pending involving Debtor: (i) Eighth Judicial District  
18 Court, Clark County, Nevada, Case No. A-12-656983-C filed by U.S. Bank requesting an  
19 appointment of a Receiver which case was stayed due to the current bankruptcy; and (ii) Eighth  
20 Judicial District Court, Clark County, Nevada, Case No. A-12-654468-C filed by Debtor against  
21 a former tenant for allegedly breaching its lease agreement with Debtor currently scheduled for a  
22 prove-up hearing on June 22, 2012.

23 **G. Recovery of Preferential, Avoidable, or Fraudulent Transfers**

24 At this time, Debtor does not intend to pursue preference, fraudulent conveyance, or other  
25 Avoidance Actions. Debtor does not believe any significant transfers occurred, other than to its  
26 Secured Creditors, during the 2 year period leading up to the filing of this Case. Importantly, the  
27 majority of Debtor's significant transfers were the payment of their mortgages or operating  
28 expenses.

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1 Debtor does reserve its right, however, to perform and complete an investigation with  
2 regard to prepetition transactions. Although Debtor does not believe significant transfers  
3 occurred, Creditors should be aware that if you received a payment or other transfer within 90  
4 days of the Petition Date, or other transfer avoidable under the Bankruptcy Code, Debtor may  
5 seek to avoid such transfer in an Avoidance Action.

6 **H. Current and Historical Financial Conditions**

7 The identity and fair market value of the estate’s Assets are listed in **Exhibit A**. The  
8 value of the Assets is based on the appraisals performed for any Properties or Debtor’s best  
9 estimation of the Properties’ Value. Copies of the appraisals are available upon request.

10 The Property was appraised at \$13,270,000.00 in September 2011. According to the  
11 Petition, U.S. Bank Claim is estimated at \$9,576,977.73. U.S. Bank filed a Proof of Claim in the  
12 amount of \$10,614,950.79. Based upon the appraised value and U.S. Bank’s Proof of Claim, it is  
13 clear that there is equity in the property and U.S. Bank is over-secured. To date, U.S. Bank has  
14 not disputed the appraised value of the Property.

15 Debtor reserves the right to re-appraise the Property prior to final Confirmation of the  
16 Plan to reflect the values at the time of Confirmation. Therefore, if you are a Secured Lender,  
17 your Secured Claim may change in connection with Confirmation of the Plan if the Property’s  
18 Value has fallen after the date this Case was Filed. **If you are a Secured Lender and intend to**  
19 **object to any valuation of the Property based on an appraisal, you must file an objection to**  
20 **the Plan. All parties may receive copies of Debtor’s Property appraisals upon request to**  
21 **Debtor’s counsel.**

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IV. SUMMARY OF THE PLAN OF REORGANIZATION

A. What Creditors Will Receive Under The Proposed Plan

As required by the Bankruptcy Code, the Plan places Claims in separate Classes and describes the treatment each Class will receive. The Plan also states whether each Class of Claims is Impaired. If the Plan is confirmed, your recovery will be limited to the amount provided by the Plan.

B. Unclassified Claims

Certain Claims are automatically entitled to specific treatment under the Code. They are not considered Impaired, and Holders of such Claims do not vote on the Plan. They may, however, object if, in such Claim Holder’s view, the treatment under the Plan does not comply with the Code. As such, Debtor did not place the following Claims in any Class:

1. Administrative Expenses

Administrative expenses are costs or expenses of administering Debtor’s Chapter 11 case which are allowed under section 507(a)(2) of the Bankruptcy Code. Administrative expenses also include the value of any goods or services sold to Debtor in the ordinary course of business. The Bankruptcy Code requires that all administrative expenses be paid on the effective date of the Plan, unless a particular claimant agrees to a different treatment.

All fees required to be paid by 28 U.S.C. § 1930 will accrue and be timely paid until the case is closed, dismissed, or converted to another chapter of the Code. Any U.S. Trustee Fees owed on or before the effective date of this Plan will be paid on the effective date.

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The following chart lists all of Debtor's §507(a)(2) administrative claims and their treatment under the Plan (see Exhibit F for detailed information about each administrative expense claim):

UNCLASSIFIED CLAIMS: ADMINISTRATIVE CLAIMS					
Name	Amounts (Allowed + Estimated = Total Amount - Paid = Total Due)				
	Allowed	Estimated	Total Amt.	Paid	Total Due
Marquis Aurbach Coffing		\$75,000.00±			
Flangas McMillan Law Group		\$75,000.00±			
Expenses Arising in the Ordinary Course of Business Post-Petition		\$25,000.00±			
Office of the U.S. Trustee Fees		\$500.00±			
Clerk's Office Fees		Unknown			
Other administrative expenses		Unknown			
<b>TOTAL AMOUNTS</b>		\$175,500.00±			

**Court Approval of Fees Required:**

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

**2. Priority Tax Claims**

Priority Tax Claims include certain unsecured income, employment and other taxes described by Section 507(a)(8) of the Bankruptcy Code. The Bankruptcy Code requires that each Holder of such a Section 507(a)(8) Priority Tax Claims receive the present value of such Claim in deferred cash payments, over a period not exceeding five years from the date of the order of

1 relief. The legal and equitable rights of Priority Tax Claims are unaltered by this Plan.

2 The following chart lists all of Debtor's Section 507(a)(8) Priority Tax Claims and their  
 3 treatment under the Plan:

Description	Amount Owed	Treatment
Name = Internal Revenue Service Type of tax =1040 Date tax assessed = Pending	<u>NONE</u>	Pymt interval = = Est. pymt amt/interval = Interest Rate % = % Total Payout % = %

7 As of the Date of this Disclosure Statement, Debtor does not have any Priority Unsecured  
 8 Claims as referred to in §§507(a)(1), (4), (5), (6), and (7) of the Bankruptcy Code.

9 *Treatment:* The legal and equitable rights of the Holders of Allowed Priority Claims  
 10 are unaltered by this Plan. Each Holder of an Allowed Priority Claim shall, either: (i) be paid  
 11 the Allowed amount of such Claim in Cash on or prior to the Effective Date, or (ii) receive such  
 12 other treatment as is agreed by the Holder of the Allowed Priority Claim and Debtor.

13 *Impairment and Voting:* Holders of Allowed Priority Claims are not Impaired and the  
 14 Holders of Allowed Priority Claims are conclusively deemed to have accepted this Plan, pursuant  
 15 to Bankruptcy Code section 1126(f). Therefore, Holders of Allowed Priority Claims are not  
 16 entitled to vote to accept or reject this Plan.

17 **C. Classified Claims and Interests**

18 The bar date for filing claims will expire on July 18, 2012. The following are the classes  
 19 set forth in the Plan, and the proposed treatment that they will receive under the Plan.

20 All Claims and Interests, except Administrative Claims (including Professional Fee  
 21 Claims) and Priority Tax Claims, are placed in the Classes set forth below. In accordance with  
 22 Bankruptcy Code section 1123(a)(1), Administrative Claims and Priority Tax Claims, as de-  
 23 scribed below, have not been classified.

24 A Claim or Interest is placed in a particular Class only to the extent that the Claim or  
 25 Interest falls within the description of that Class and is classified in other Classes to the extent  
 26 that any portion of the Claim or Interest falls within the description of such other Classes. A  
 27 Claim or Interest is also placed in a particular Class for the purpose of receiving Distributions  
 28 pursuant to this Plan only to the extent that such Claim or Interest is an Allowed Claim in that

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1 Class and such Claim has not been paid, released or otherwise settled prior to the Effective Date.  
2 The following are the Classes set forth in the Plan, and the proposed treatment that they will  
3 receive under the Plan.

4 **1. Allowed Secured Claims**

5 Allowed Secured Claims are Claims secured by property of Debtor's Estate (or that are  
6 subject to set off) to the extent Allowed as Secured Claims under Section 506 of the Bankruptcy  
7 Code. Allowed Secured Claims are divided into subclasses based upon the collateral upon which  
8 the Creditor holds its Lien.

9 **1.1 Class 1: Secured Claim of U.S. Bank**

10 *Treatment of Claims in Class 1: Claims in Class 1:* Class 1 consists of U.S. Bank First  
11 Priority Secured Claims against Debtor.

12 *Treatment of Claims in Class 1:* On the Effective Date, the Holders of the U.S. Bank  
13 Secured Claims shall, in full satisfaction, settlement, release and exchange for their Secured  
14 Claims, receive a U.S. Bank Refinanced Secured Loan ("U.S. Bank Refinanced Secured Loan")  
15 evidenced by the Plan and the Plan Confirmation Order. The U.S. Bank Refinanced Secured  
16 Loan shall be secured by the U.S. Bank Property.

17 The U.S. Bank Refinanced Secured Loan shall be in the principal amount (the "U.S. Bank  
18 Present Value Principal") which is equal to (x) the amount of U.S. Bank's Claim on the Effective  
19 Date of the Plan minus (y) the Secured Note Deduction with respect to the U.S. Bank Property  
20 and U.S. Bank Loans (the "U.S. Bank Secured Note Deduction"), and shall be payable in  
21 accordance with the U.S. Bank Refinanced Secured Loan Payment Terms. To the extent U.S.  
22 Bank has a Deficiency Claim, the Deficiency Claim will be classified as a General Unsecured  
23 Claim in Class 2.

24 Debtor has the right to make pre-payments on principal of the U.S. Bank Refinanced  
25 Secured Loan at any time. Debtor may make full or partial pre-payments on the principal of the  
26 U.S. Bank Refinanced Secured Loan without paying a pre-payment penalty or charge. U.S. Bank  
27 will use Debtor's pre-payments, if any, to reduce the amount of principal that Debtor owes under  
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this loan.

The U.S. Bank Refinanced Secured Loan will be modified to allow Debtor to obtain secondary financing on the Property of up to \$3,000,000.00 in the future in order to repair, remodel, and make capital improvements to the Property. The proposed re-model will add value to the Property and will improve Debtor's ability to secure future tenants. Based on the analysis presented in Debtor's appraisal report, the Prospective Market Value Upon Completion is \$16,250,000; and the Property's Prospective Leased Fee Market Value at stabilized occupancy is \$17,250,000.

The U.S. Bank Refinanced Secured Loan will be further modified so that there shall no longer be any required reserves or impound accounts other than for property taxes and insurance. All reserves/impounds currently being held by U.S. Bank (currently estimated to be approximately \$143,000) shall be transferred and reallocated for use to pay said taxes and insurance. As such, Debtor shall establish and maintain at all times while this U.S. Bank Refinanced Secured Loan continues in effect an impound account ("Impound Account") with Lender for payment of real estate taxes and assessments and insurance on the Property. Once this estimated \$143,000 initial transfer in the Impound Account is spent for that purpose, Debtor shall thereafter deposit into the Impound Account an amount reasonably determined by U.S. Bank to be necessary to ensure that there will be on deposit with U.S. Bank an amount which, when added to the monthly payments subsequently required to be deposited with U.S. Bank hereunder on account of real estate taxes, assessments and insurance premiums, will result in there being on deposit with U.S. Bank in the Impound Account an amount sufficient to pay the next due installment of real estate taxes and assessments on the Property at least one (1) month prior to the earlier of (a) the due date thereof or (b) any such date by which Debtor or U.S. Bank is required by law to pay same and the next due annual insurance premiums with respect to the Property at least one (1) month prior to the due date thereof. Debtor shall pay to U.S. Bank, concurrently with and in addition to the monthly payment due under the U.S. Bank Refinanced Secured Loan and until the U.S. Bank Refinanced Secured Loan is fully paid and performed, deposits in an

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1 amount equal to one-twelfth (1/12) of the amount of the annual real estate taxes and assessments  
2 that will next become due and payable on the Property, plus one-twelfth (1/12) of the amount of  
3 the annual premiums that will next become due and payable on insurance policies which Debtor  
4 is required to maintain hereunder, each as reasonably estimated and determined by U.S. Bank.  
5 All sums in the Impound Account shall be held by U.S. Bank in the Impound Account only to  
6 pay said taxes, assessments and insurance premiums before the same become delinquent unless  
7 otherwise consented to by Debtor in writing; and U.S. Bank shall pay the governmental authority  
8 or other party entitled thereto directly to the extent funds are available for such purpose in the  
9 Impound Account.

10 *Impairment and Voting for Class 1:* Class 1 is Impaired. Holders of Class 1 U.S. Bank  
11 Secured Claims are entitled to vote to accept or reject this Plan.

12 **2. Allowed General Unsecured Claims – Class 2**

13 Allowed General Unsecured Claims shall only include (i) Holders of Allowed General  
14 Unsecured Claim’s listed in Debtor’s Schedules as Creditors Holding Unsecured Nonpriority  
15 Claims that are not disputed, contingent, or unliquidated; (ii) Deficiency Claims, if any; and (iii)  
16 Claims resulting from rejection of executory contracts and unexpired leases.

17 The Bar Date for Filing Claims is July 18, 2012. Six (6) Proofs of Claim have been  
18 timely filed. Of these, the five (5) General Unsecured Claims filed to date total \$12,747.78.  
19 There are additional General Unsecured Claims listed in Debtor’s Schedules that are not  
20 disputed, contingent, or unliquidated<sup>1</sup>. There are also Claims resulting from rejection of  
21 executory contracts. Therefore, it is estimated that the Claims of the General Unsecured  
22 Creditors will total approximately \$20,477.02.

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27 <sup>1</sup> The claim of NV Energy is scheduled as disputed, contingent, and unliquidated. As such, it is not an Allowed  
28 claim pursuant to this Plan and is not eligible for payment. To the extent NV Energy files a proof of claim,  
Debtor will be filing an objection thereto.



1 The following chart lists all of Debtor's Section 507(a)(8) Priority Tax Claims and their  
2 treatment under the Plan:

<u>CLASS #</u>	<u>DESCRIPTION</u>	<u>INSIDERS</u> <u>Y/N</u>	<u>IMPAIRED</u> <u>Y/N</u>
2	General unsecured claims <ul style="list-style-type: none"> <li>• Unsecured Proof of Claims filed to Date=<b>\$12,747.78</b></li> <li>• Estimated amount of scheduled General Unsecured Claims that are not disputed, contingent or unliquidated = <b>\$7,729.24</b></li> <li>• <b>Est. Total Claims: \$20,477.02</b></li> </ul>	N	Y

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9 *Claims in Class:* Class 2 consists of Allowed General Unsecured Claims against Debtor.

10 *Treatment:* Holders of Class 2 Allowed General Unsecured Claims, as described in this  
11 Plan as eligible for payment will receive payment of 100% of their claim filed. This amount will  
12 be paid six (6) months after entry of the confirmation order without interest and shall be in full  
13 satisfaction, settlement, release and exchange for such Allowed General Unsecured Claims.  
14 Upon payment, all Allowed General Unsecured Claims shall be released without further action  
15 by Debtor or notice to Holders of Allowed General Unsecured Claims being necessary.

16 *Impairment and Voting:* Class 2 is Impaired. Holders of Class 2 Allowed General  
17 Unsecured Claims are entitled to vote to accept or reject this Plan.

### 18 3. Insider Unsecured Claims – Class 3

19 Insider Unsecured Claims include any Holders of Insider Unsecured Claims.

20 *Claims in Class:* Class 3 consists of Insider Unsecured Claims against Debtor. At this  
21 time, there are no known Insider Unsecured Claims.

22 *Treatment:* Holders of Class 3 Insider Unsecured Claims shall receive no payments  
23 pursuant to this Plan. Upon the Effective Date, all Insider Unsecured Claims shall be released  
24 without further action by Debtor or notice to Holders of Insider Claims being necessary.

25 *Impairment and Voting:* Class 3 is Impaired. Holders of Class 3 Insider Unsecured  
26 Claims receive nothing under this Plan and are not entitled to vote to accept or reject this Plan.  
27 Holders of Class 3 Insider Unsecured Claims are deemed to have rejected this Plan pursuant to  
28 Bankruptcy Code section 1126(g).

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**D. Terms Applicable to All Claims.**

**1. Retention of Defenses Regarding Claims.**

Except as otherwise provided in this Plan, nothing shall affect Debtor’s rights and defenses, both legal and equitable, with respect to any Claims.

**2. Voting by Impaired Classes.**

Members of Classes 1 and 2 are impaired and entitled to vote to reject or accept this Plan.

**3. Disputed, Contingent and Unliquidated Claims and Interests.**

Any Claim or Interest that has been or is hereafter listed in the Schedules as disputed, contingent, or unliquidated, and for which no Proof of Claim or Interest has been timely Filed by the Bar Date, is not considered Allowed and shall be expunged without further action by Debtor and without any further notice to or action, order, or approval of the Bankruptcy Court.

**V. ACCEPTANCE OR REJECTION OF THIS PLAN**

**A. Acceptance by an Impaired Class.**

In accordance with Bankruptcy Code section 1126(c) and except as provided in Bankruptcy Code section 1126(e), an Impaired Class of Claims shall be deemed to have accepted this Plan if this Plan is accepted by the Holders of at least two-third (2/3) in dollar amount and more than one-half (1/2) in number of the Allowed Claims of such Class that have timely and properly voted to accept or reject this Plan.

**B. Summary of Classes Voting on this Plan.**

Only the votes of Holders of Claims of Classes 1 and 2 will be solicited with respect to this Plan. Holders of Claims in Class 3 shall be deemed to reject the Plan and, accordingly, will not be solicited with respect to this Plan.

**C. Elimination of Vacant Classes.**

Any Class of Claims that is not occupied as of the date of the commencement of the Confirmation Hearing by an Allowed Claim or a Claim temporarily Allowed under Bankruptcy Rule 3018 shall be deemed eliminated from the Plan for purposes of voting to accept or reject the Plan and for purposes of determining acceptance or rejection of the Plan by such Class pursuant

1 to Bankruptcy Code section 1129(a)(8).

2 **D. Tabulation of Votes.**

3 Debtor will tabulate all votes on this Plan for the purpose of determining whether this  
4 Plan satisfies Bankruptcy Code sections 1129(a)(8) and (10).

5 **E. Nonconsensual Confirmation.**

6 If any Impaired Class of Claims entitled to vote shall not accept the Plan by the requisite  
7 statutory majorities provided in Bankruptcy Code section 1126(c), Debtor reserves the right to  
8 amend the Plan or undertake to have the Bankruptcy Court confirm the Plan under Bankruptcy  
9 Code section 1129(b) or both. With respect to any Impaired Classes of Claims that are deemed  
10 to reject the Plan, Debtor shall request that the Bankruptcy Court confirm the plan under  
11 Bankruptcy Code section 1129(b).

12 **VI. EXECUTORY CONTRACTS AND UNEXPIRED LEASES**

13 **A. Executory Contracts and Unexpired Leases.**

14 Debtor shall be deemed to have assumed each Assumed Contract for the Property to  
15 which such contracts relate as of the Effective Date. A list of the Assumed Contracts is included  
16 as **Exhibit C** hereto. The Confirmation Order shall constitute an order of the Bankruptcy Court  
17 under Bankruptcy Code Sections 365 and 1123(b)(2) approving the contract and lease  
18 assumptions by Debtor as of the Effective Date.

19 **B. Cure of Defaults for Assumed Executory Contracts and Unexpired Leases.**

20 Any of the Assumed Contracts that are, or may be, alleged to be in default, shall be Cured  
21 either in the ordinary course of business or on the Effective Date. Except with respect to  
22 Assumed Contracts with respect to which Debtor and the applicable counterparties have  
23 stipulated in writing the appropriate Cure, all requests of Cure that differ from the amounts and  
24 treatment proposed by Debtor must be Filed with the Bankruptcy Court on or before the Cure Bar  
25 Date. Any request for payment or other Cure that is not timely Filed shall be disallowed  
26 automatically and forever barred from assertion and shall not be enforceable against Debtor,  
27 without the need for any objection by Debtor or further notice to or action, order, or approval of  
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1 the Bankruptcy Court, and any Claim for Cure shall be deemed fully satisfied, released, and  
2 discharged upon payment by Debtor of the amounts listed on the proposed Cure schedule,  
3 notwithstanding anything included in the Schedules or in any Proof of Claim to the contrary.  
4 Debtor also may settle any Cure without further notice to or action, order, or approval of the  
5 Bankruptcy Court.

6 If a counterparty objects to any Cure or any other matter related to assumption and assign-  
7 ment, the Bankruptcy Court shall determine the Allowed amount of such Cure and any related is-  
8 sues. If there is a dispute regarding such Cure, the ability of Debtor to provide “adequate  
9 assurance of future performance” within the meaning of Bankruptcy Code section 365, or any  
10 other matter pertaining to assumption, then Cure shall occur as soon as reasonably practicable  
11 after entry of an order resolving such dispute, approving such assumption (and, if applicable,  
12 assignment), or as may be agreed upon by Debtor and the counterparty to the Assumed Contract.

13 Any counterparty to an Assumed Contract that fails to object timely to the proposed  
14 assumption and assignment of any such contract or unexpired lease will be deemed to have  
15 consented to such assumption and assignment. Debtor reserves the right either to reject or nullify  
16 the assumption of any executory contract or unexpired lease no later than thirty (30) days after a  
17 Final Order determining the Cure or any request for adequate assurance of future performance  
18 required to assume such executory contract or unexpired lease.

19 Assumption of any Assumed Contract pursuant to the Plan or otherwise shall result in the  
20 full release and satisfaction of any Claims or defaults, whether monetary or nonmonetary,  
21 including defaults with respect to provisions restricting the change in control or ownership  
22 interest composition or other bankruptcy-related defaults against Debtor, arising under any  
23 Assumed Contract at any time prior to the effective date of assumption and assignment. Any  
24 Proofs of Claim Filed with respect to an Assumed Contract that has been assumed shall be  
25 deemed disallowed and expunged, without further notice to or action, order, or approval of the  
26 Bankruptcy Court.

27 **C. Rejection of Executory Contracts.**

28 Entry of the Confirmation Order shall, subject to and upon the occurrence of the Effective

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1 Date, constitute the approval, pursuant to Bankruptcy Code sections 365(a) and 1123(b)(2), of  
2 the rejection of all executory contracts and unexpired leases other than the Assumed Contracts, as  
3 are more particularly set forth in **Exhibit D** hereto.

4 Any Holder of a Claim with a Claim that arises from the rejection of an executory  
5 contract or unexpired lease with Debtor shall have the rights of a Holder of a General Unsecured  
6 Claim and shall receive the treatment provided to Holders of Class 2 General Unsecured Claims  
7 as set forth in the Plan.

8 **D. Filing of Rejection Claims.**

9 Any Person or Entity who believes they are entitled to assert a Claim against Debtor by  
10 virtue of the rejection of an executory contract or unexpired lease pursuant to this Article IV or a  
11 Final Order entered after the Confirmation Date, may File a Claim with the Clerk of the  
12 Bankruptcy Court not later than twenty (20) days after the date of any such rejection or such later  
13 time as may be set forth for the filing of such Claim in said Final Order. If such Claim is not so  
14 Filed, it shall be forever barred from assertion against Debtor. Nothing in this Section shall  
15 affect the right of any party-in-interest to object to any Claim, which has been improperly Filed  
16 or not Filed on a timely basis.

17 **E. Modifications, Amendments, Supplements, Restatements, or Other Agreements.**

18 Unless otherwise provided, each Assumed Contract that is assumed and assigned shall  
19 include all modifications, amendments, supplements, restatements, or other agreements that in  
20 any manner affect such Assumed Contract, and all executory contracts and unexpired leases  
21 related thereto, if any, including all easements, licenses, permits, rights, privileges, immunities,  
22 options, rights of first refusal, and any other interests, unless any of the foregoing agreements has  
23 been previously rejected or repudiated or is rejected or repudiated under the Plan.

24 Modifications, amendments, supplements, and restatements to pre-petition executory con-  
25 tracts and unexpired leases that have been executed by Debtor during the Chapter 11 Case shall  
26 not be deemed to alter the pre-petition nature of the executory contract or unexpired lease, or the  
27 validity, priority, or amount of any Claims that may arise in connection therewith.

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1 **F. Reservation of Rights.**

2 Neither the exclusion nor inclusion of any contract or lease in any Plan Supplement, nor  
3 anything contained in the Plan, shall constitute an admission by Debtor that any such contract or  
4 lease is in fact an executory contract or unexpired lease or that Debtor has any liability  
5 thereunder. If there is a dispute regarding whether a contract or lease is or was executory or  
6 unexpired at the time of assumption or rejection, Debtor shall have thirty (30) days following  
7 entry of a Final Order resolving such dispute to alter their treatment of such contract or lease.

8 **VII. PLAN IMPLEMENTATION**

9 **A. Plan Implementation.**

10 The Plan shall be implemented in all respects in a manner that is consistent with the terms  
11 and conditions of the Operative Documents, and the requirements of section 1123(a) and other  
12 applicable provisions of the Bankruptcy Code. Without limiting the generality of the foregoing,  
13 the Confirmation Funds shall be used to fund the Plan and shall be distributed or applied in the  
14 manner necessary to provide all required Confirmation Funds for Distribution pursuant to the  
15 Plan, satisfy the costs, expenses, required payments and entitlements outlined herein on the  
16 Effective Date and provide Debtor with working capital and funding for operations and Plan  
17 needs.

18 **B. Authority to Execute Operative Documents.**

19 The Confirmation Order shall, among other things, constitute an Order authorizing  
20 Debtor to execute and deliver the Operative Documents, as applicable (to the extent they have  
21 not already been executed and delivered).

22 **C. Good Faith and Non Avoidability.**

23 The Confirmation Order shall, among other things, provide that: (i) Debtor has acted in  
24 good faith; and (ii) the Liens securing the Refinanced Secured Loans constitute valid Liens,  
25 subject only to any Permitted Encumbrances.

26 **D. Management.**

27 Following the Effective Date, Debtor shall manage its own affairs. The Property shall  
28 continue to be managed by a licensed property manager.

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**E. Exemption from Certain Transfer Taxes and Further Transactions.**

Pursuant to Bankruptcy Code section 1146(a), the issuance or exchange of any security, or the making or delivery of any instrument of transfer under, in furtherance, or in connection with the Plan, including, but not limited to, any deeds, bills of sale, assignments or other instruments of transfer (including those with respect to the Properties), shall not be subject to any stamp tax, real estate transfer tax or similar tax.

**F. Final Decree.**

Notwithstanding otherwise applicable law, the Chapter 11 Case shall be closed and a Final Decree entered as soon as possible after the occurrence of the Effective Date, unless and until:

- (a) All adversary proceedings and contested matters pending before the Bankruptcy Court have been resolved by a Final Order.
- (b) All Claims have either: (i) become Allowed Claims and have been paid in accordance with the treatment to be given such Allowed Claim pursuant to the Plan; (ii) been disallowed by a Final Order or deemed to be a Disallowed Claim, in accordance with the terms of the Plan; (iii) been assumed by Debtor, or (iv) reinstated.

**G. Effectuating Documents, Further Transactions.**

On and after the Effective Date, Debtor is authorized to and may issue, execute, deliver, file, or record such contracts, securities, instruments, releases, and other agreements or documents and take such actions as may be necessary or appropriate to effectuate, implement, and further evidence the terms and conditions of the Plan in the name of and on behalf of Debtor, as applicable, without the need for any approvals, authorizations, or consents except for those expressly required pursuant to the Plan.

VIII. PROVISIONS CONCERNING PLAN DISTRIBUTIONS

A. Distributions on Account of Claims Allowed as of the Effective Date.

Distributions under the Plan on account of Claims Allowed on or before the Effective Date shall be made on the Effective Date, as otherwise set forth in the Plan, or on the first date thereafter as is reasonably practicable.

B. Distributions on Account of Claims Allowed After the Effective Date.

1. Payments and Distributions on Disputed Administrative and Priority Claims.

In the event that there are Disputed Administrative Claims or Disputed Priority Claims requiring adjudication and resolution and such Claims have not become Allowed or Disallowed prior to the Effective Date, then the obligation to satisfy such Claims shall be from the Confirmation Funds which are held for same, but to the extent there are no available Confirmation Funds from which to pay such Claim, the obligation to satisfy such Claims will be assumed by Debtor, subject to Allowance or Disallowance by the Bankruptcy Court. Except as otherwise provided in this Plan, or Final Order, any Disputed Administrative Claim or Disputed Priority Claim that becomes Allowed after the Effective Date shall be satisfied from the Confirmation Funds or performed by Debtor in the ordinary course of business in accordance with the terms and conditions of any controlling agreements, course of dealing, course of business, or industry practice.

2. Special Rules for Distributions to Holders of Disputed Claims.

Except as otherwise provided in the Plan and except as otherwise agreed by the relevant parties: (i) no partial payments and no partial Distributions shall be made with respect to a Disputed Claim until all such disputes in connection with such Disputed Claim have been resolved by settlement or Final Order, and (ii) any Entity that holds both an Allowed Claim and a Disputed Claim shall not receive any Distribution on the Allowed Claim unless and until all objections to the Disputed Claim have been resolved by settlement or Final Order and the Claims have been Allowed.

C. Manner of Payment Under the Plan.

Distributions of Cash to be made by the Distribution Agent pursuant to the Plan shall be

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1 made, at the discretion of the Distribution Agent, by check drawn on the Distribution Agent's  
2 bank account or by wire transfer from a domestic bank.

3 **D. Whole Dollars.**

4 Any other provision of the Plan to the contrary notwithstanding, no payments of cents  
5 will be made. Whenever any payment of cents would otherwise be called for, the actual payment  
6 may reflect a rounding of such fraction to the nearest whole dollar (up or down).

7 **E. Escheat.**

8 Holders of Allowed Claims shall have three (3) months from the check date to negotiate  
9 Distribution checks issued by the Distribution Agent under the terms of the Plan, otherwise  
10 payment on such checks may at the Distribution Agent's sole discretion be stopped and the funds  
11 shall escheat to the Distribution Agent and shall be promptly distributed to Debtor (in accordance  
12 with Bankruptcy Code section 347).

13 **F. Delivery of Distributions.**

14 **1. Record Date for Distributions.**

15 On the Distribution Record Date, the Claims Register shall be closed and any Person  
16 responsible for making Distributions shall be authorized and entitled to recognize only those  
17 record Holders listed on the Claims Register as of the close of business on the Distribution  
18 Record Date. Notwithstanding the foregoing, if a Claim is transferred twenty or fewer days  
19 before the Distribution Record Date, the Distribution Agent shall make Distributions to the  
20 transferee only to the extent practical and in any event only if the relevant transfer forms contains  
21 an unconditional and explicit certification and waiver of any objection to the transfer by the  
22 transferor.

23 **2. Distribution Agent.**

24 The Distribution Agent shall make all Distributions required under this Plan.

25 **3. Delivery of Distributions in General.**

26 Except as otherwise provided in this Plan, and notwithstanding any authority to the  
27 contrary, Distributions to all Holders of Allowed Claims shall be made to Holders of record as of  
28 the Distribution Record Date by the Distribution Agent:

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- (a) In accordance with Federal Rule of Civil Procedure 4, as modified and made applicable by Bankruptcy Rule 7004;
- (b) To the signatory set forth on any of the Proofs of Claim Filed by such Holder or other representative identified therein (or at the last known addresses of such Holder if no Proof of Claim is Filed or if Debtor has been notified in writing of a change of address);
- (c) To the addresses set forth in any written notices of address changes delivered to Debtor after the date of any related Proof of Claim;
- (d) To the addresses reflected in the Schedules if no Proof of Claim has been Filed and the Distribution Agent has not received a written notice of change of address; or
- (e) To any counsel that has appeared in the Chapter 11 Cases on the Holder’s behalf.

Except as otherwise provided in the Plan, Distributions under the Plan, made on account of Allowed Claims, shall not be subject to levy, garnishment, attachment, or like legal process. Each Holder of an Allowed Claim shall have and receive the benefit of the Distributions in the manner set forth in the Plan. Absent willful misconduct or gross negligence, Debtor and Distribution Agent, as applicable, shall not incur any liability on account of any Distributions made under the Plan.

**4. Returned Distributions.**

In the case of Distributions to the Holders of Allowed Claims that are returned to the Distribution Agent due to an incorrect or incomplete address, the Distribution Agent shall retain any such returned Distribution in a segregated account established by the Distribution Agent to keep track of any returned Distributions. Unless the Holder of the Allowed Claim relating to any such returned Distribution contacts the Distribution Agent (or its designee) within three (3) months from the date on which such Distribution was returned and provides the Distribution Agent (or its designee) with acceptable proof of identity and an accurate address, such Holder shall forfeit all rights thereto, and to any and all future Distributions or rights under the Plan. In

1 such event, the Claim for which such Distributions was issued shall be treated as a Disallowed  
2 Claim and the Distribution on account of such Disallowed Claim shall promptly be distributed to  
3 Debtor.

4 **5. Disputed Distributions.**

5 In the event of any dispute between or among Holders of Claims as to the right to any  
6 Holder of a Claim to receive or retain any Distribution to be made to such Holder under the Plan,  
7 the Distribution Agent, in lieu of making such Distribution to such Holder, may make it instead  
8 into an escrow account for payment as ordered by the Bankruptcy Court or as the interested  
9 parties to such dispute may otherwise agree among themselves. Any such Holder who fails to  
10 raise such dispute by filing an appropriate request for relief with the Bankruptcy Court prior to  
11 the issuance of such disputed Distribution by the Distribution Agent shall be deemed to have  
12 forever waived any right to dispute such Distribution or to enjoin, impair or otherwise restrict the  
13 use of any such Distribution.

14 **6. Setoffs.**

15 The Distribution Agent may, but shall not be required to, set-off against any Distributions  
16 to be made pursuant to the Plan to a Holder of an Allowed Claim, Claims of any nature  
17 whatsoever that Debtor may have, or may have had, against such Holder that have not been  
18 previously released, but neither the failure to do so, nor the allowance of any Claim held by such  
19 Holder shall constitute a waiver or release by the Distribution Agent of any such Claim Debtor  
20 may have, or may have had, against such Holder.

21 **7. Withholding Taxes.**

22 The Distribution Agent shall be entitled to deduct any applicable federal or state  
23 withholding taxes from any payments made with respect to Allowed Claims, as appropriate, and  
24 shall otherwise comply with Bankruptcy Code section 346.

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**IX. LIQUIDATION ANALYSIS**

**A. Best Interest Test**

To confirm a Plan, the Court must find that all Creditors who do not accept the Plan will receive at least as much under the Plan as such Claim Holders would receive in Chapter 7 liquidation. This is known as the "Best Interest Test," which requires a liquidation analysis.

In a Chapter 7 case, Debtor's Assets are usually sold by a Chapter 7 trustee. Secured Creditors are paid first from the sales proceeds of properties on which the Secured Creditor has a Lien. Administrative Claims are paid next. Next, General Unsecured Creditors are paid from any remaining sales proceeds, according to their rights to priority. General Unsecured Creditors with the same priority share in proportion to the amount of their allowed claim in relationship to the amount of total Allowed General Unsecured Creditors. Finally, Interest Holders receive the balance that remains after all Creditors are paid, if any.

For the Court to be able to confirm this Plan, the Court must find that all creditors and interest holders who do not accept the Plan will receive at least as much under the Plan as such holders would receive under Chapter 7 liquidation.

A Liquidation Analysis, in balance sheet format, is attached as Exhibit E. The Liquidation Analysis illustrates that all Creditors and Interest Holders will receive at least as much under the Plan as such Creditors and Interest Holders would receive under Chapter 7 liquidation. This information is provided by Debtor and Debtor's counsel.

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

<u>CLAIMS &amp; CLASSES</u>	<u>PAYOUT PERCENTAGE UNDER THE PLAN</u>	<u>PAYOUT PERCENTAGE IN CHAPTER 7 LIQUIDATION</u>
Administrative Claims	100%	100%
Priority Tax Claims	100%	100%
<u>Secured Claims</u> – Class 1	100%	100%

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<u>CLAIMS &amp; CLASSES</u>	<u>PAYOUT PERCENTAGE UNDER THE PLAN</u>	<u>PAYOUT PERCENTAGE IN CHAPTER 7 LIQUIDATION</u>
<u>General Unsecured Creditors – Class 2</u>	100%	100%

**B. Feasibility**

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

There are at least two important aspects of a feasibility analysis. The first aspect considers whether Debtor will have enough cash on hand on the Effective Date of the Plan to pay all the Claims and Expenses which are entitled to be paid on such date. Debtor maintains that this aspect of feasibility is satisfied as illustrated here. The sources of the cash Debtor will have on hand by the Effective Date, as shown above are:

\$598,228.21      Cash in DIP Account.  
+ \$138,334.91    Account Receivables  
\$736,563.12      **Total** (as of 6/12/2012)

Cash Debtor will have to Fund Plan	<u>\$ 736,563.12</u>
<b>To Pay:</b> Administrative claims (Attorney Fees and Ordinary Course)	<u>- \$ 175,000.00±</u>
<b>To Pay:</b> Statutory costs & charges	<u>- \$ 500.00</u>
<b>To Pay:</b> Priority Claims	<u>- \$ 0.00</u>
<b>To Pay:</b> Other Plan Payments due On or about Effective Date	<u>- \$ 49,095.84</u>
Estimated Balance after paying these amounts	<u>\$ 512,467.28</u>

The second aspect of feasibility considers whether the Proponent will have enough cash over the life of the Plan to make the required Plan payments. Debtor anticipates that they will make sufficient rental income (currently \$116,329.31 per month) and CAMs (currently \$40,060.36 per month) to cover the monthly payments that will be paid pursuant to the

1 Refinanced Secured Loans and ongoing monthly operating expenses.

2 **YOU ARE ADVISED TO CONSULT WITH YOUR ACCOUNTANT OR**  
3 **FINANCIAL ADVISOR IF YOU HAVE ANY QUESTIONS PERTAINING TO THESE**  
4 **FINANCIAL STATEMENTS.**

5 In summary, the Plan proposes to pay all classes except Insiders and General Unsecured  
6 Creditors who have disputed, contingent, or unliquidated Claims.

7 The final Plan payment is expected to be paid on or before ten years from the Effective  
8 Date. The Plan Proponent contends that Debtor's financial projections are feasible.

9 **X. PROCEDURES FOR RESOLVING DISPUTED CLAIMS**

10 **A. Objection to and Resolution of Claims.**

11 Except as to applications for allowance of compensation and reimbursement of expenses  
12 under Bankruptcy Code sections 330, 331 and/or 503, Debtor shall, on and after the Effective  
13 Date, have the exclusive right to make and file objections to Claims ("Disputed Claims"). On  
14 and after the Effective Date, Debtor shall have the authority to compromise, settle, otherwise  
15 resolve or withdraw any objections to any Claims and compromise, settle or otherwise resolve  
16 Disputed Claims without approval of the Bankruptcy Court. Unless otherwise ordered by the  
17 Bankruptcy Court, Debtor and, on and after the Effective Date, Debtor, shall file all objections to  
18 Claims that are the subject of Proofs of Claim or requests for payment filed with the Bankruptcy  
19 Court (other than applications for allowances of compensation and reimbursement of expenses  
20 with respect to Professional Fee Claims) and serve such objections upon the Holder of the Claim  
21 as to which the objection is made as soon as is practicable, but in no event later than one (1) year  
22 after the Effective Date or such later date as may be approved by the Bankruptcy Court.

23 **B. Payments.**

24 Payments and Distributions to each Holder of a Disputed Claim that ultimately becomes  
25 an Allowed Claim shall be made in accordance with the provision of this Plan with respect to the  
26 Class of Creditors to which the respective Holder of an Allowed Claim belongs. Without  
27 limiting the generality of the foregoing, Debtor shall not be required to object to any Claim  
28 irrespective of whether such Claim is Allowed or Disputed, whether in whole or in part.

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1 **C. Contingent Claims.**

2 Until such time as a contingent Claim or a contingent portion of an Allowed Claim  
3 becomes fixed or absolute or is Disallowed, such Claim will be treated as a Disputed Claim for  
4 all purposes related to Distributions under the Plan. The Holder of a contingent Claim will only  
5 be entitled to a Distribution under the Plan when and if such contingent Claim becomes an  
6 Allowed Claim.

7 **D. Personal Injury Claims.**

8 All objections to Claims Filed for personal injury tort damages, if any, shall be  
9 determined by the United States District Court for the District of Nevada.

10 **E. Estimation of Claims.**

11 Debtor shall be permitted, at any time, to request that the Bankruptcy Court estimate any  
12 contingent or unliquidated Claim pursuant to section Bankruptcy Code 502(c), regardless of  
13 whether Debtor previously had objected to such Claim or whether the Bankruptcy Court had  
14 ruled on such objection, and the Bankruptcy Court shall retain jurisdiction to estimate any Claim  
15 at any time during any litigation concerning any objection to such Claim, including during the  
16 pendency of any appeal relating to such objection. In the event that the Bankruptcy Court  
17 estimates any contingent or unliquidated Claim, the amount so estimated shall constitute either  
18 the Allowed amount of such Claim or a maximum limitation on such Claim, as determined by  
19 the Bankruptcy Court. If such estimated amount constitutes a maximum limitation on the  
20 amount of such Claim, Debtor may elect to pursue any supplemental proceedings to object to the  
21 allowance of such Claim.

22 **F. Reserve for Disputed Claims.**

23 On and after the Effective Date, the Distribution Agent shall hold in segregated reserve  
24 accounts (the "Reserve"), Cash in an aggregate amount sufficient to make Distributions to each  
25 Holder of a Disputed Claim at the time distributions are made pursuant to the Plan in the amount  
26 that such Holder would have been entitled to receive if such Claim had been an Allowed Claim  
27 on the Effective Date. Nothing contained herein shall be deemed to entitle the Holder of a  
28 Disputed Claim to post-Petition Date interest on such Claim. Any funds remaining in the

1 Reserve after all Distributions on account of Allowed Claims have been made shall be promptly  
2 distributed to Debtor.

3 **XI. RESERVATION OF RIGHTS**

4 **A. Withdrawal of Plan; Rights if Plan Not Confirmed; Effective Date Does Not Occur.**

5 Debtor reserves the right to revoke or withdraw the Plan prior to the Confirmation Date  
6 and to File subsequent plans of reorganization. If Debtor revokes or withdraws the Plan, or if  
7 Confirmation of the Plan or the Effective Date does not ultimately occur, then: (1) the Plan shall  
8 be null and void in all respects; (2) any settlement or compromise embodied in the Plan  
9 (including the fixing or limiting to an amount certain of any Claim or Class of Claims),  
10 assumption or rejection of executory contracts or unexpired leases effected by the Plan, and any  
11 document or agreement executed pursuant to the Plan, shall be deemed null and void; and (3)  
12 nothing contained in the Plan shall: (a) constitute a waiver or release of any Claims or Interests  
13 by or against Debtor or any Person or Entity; (b) prejudice in any manner the rights of Debtor or  
14 any other Person or Entity in any further proceedings involving Debtor; or (c) constitute an  
15 admission, acknowledgment, offer, or undertaking of any sort by Debtor or any other Person or  
16 Entity.

17 **B. No Admissions or Waiver.**

18 Without limiting the generality of any similar provision in the Plan, notwithstanding  
19 anything in the Plan to the contrary, nothing contained in the Plan, any Plan Supplement or in the  
20 Disclosure Statement shall be deemed an admission by Debtor or any Person or Entity with  
21 respect to any matter set forth herein. If Confirmation of the Plan or the Effective Date does not  
22 ultimately occur, no statement contained in the Plan, any Plan Supplement or in the Disclosure  
23 Statement may be used or relied on in any manner in any suit, action, proceeding or controversy  
24 within or outside of the Chapter 11 Case against Debtor. Without in any way limiting the  
25 provisions set forth in Section 8.1, Debtor reserves any and all of their rights as against all  
26 Persons and Entities in the event Confirmation of the Plan or the Effective Date does not  
27 ultimately occur.  
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1 **C. Term of Bankruptcy Injunction or Stays.**

2 All injunctions or stays provided for in the Chapter 11 Case under sections 105 or 362 of  
3 the Bankruptcy Code, or otherwise, and in existence on the Confirmation Date, shall remain in  
4 full force and effect until the Effective Date unless the Bankruptcy Court shall order otherwise.

5 **XII. CONDITIONS TO EFFECTIVE DATE**

6 **A. Conditions to Occurrence of Effective Date.**

7 Each of the following are conditions to be met on or before the Effective Date, which  
8 conditions must be satisfied or waived in writing by Debtor:

- 9 (a) That the Confirmation Order shall be entered by the Bankruptcy Court and  
10 shall have become a Final Order;
- 11 (b) The required amount of Confirmation Funds have been paid and turned  
12 over to the Distribution Agent for Distribution in accordance with this  
13 Plan;
- 14 (c) That the Confirmation Order authorizes the assumption and assignment of  
15 all Assumed Contracts;
- 16 (d) All conditions precedent to the closing of the Refinanced Secured Loan  
17 Documents have been satisfied or waived in accordance with the terms  
18 hereof; and
- 19 (e) Any outstanding U.S. Trustee Fees shall have been paid in full.

20 Debtor, in their sole discretion, may waive the Final Order condition in subpart (a) above  
21 at any time from and after the Confirmation Date. In that event, Debtor will be entitled to render  
22 any or all performance under the Plan prior to what otherwise would be the Effective Date if the  
23 above-referenced conditions were not waived; including, but not limited to, the right to perform  
24 under any circumstances which would moot any appeal, review or other challenge of any kind to  
25 the Confirmation Order if the Confirmation Order is not stayed pending such appeal, review or  
26 other challenge.

**XIII. RETENTION OF JURISDICTION**

**A. Retention of Jurisdiction.**

Except to the extent otherwise expressly set forth herein, the Bankruptcy Court shall retain jurisdiction of the Chapter 11 Case following the Confirmation Date for the following purposes, it being expressly intended that such retention of jurisdiction shall in all cases hereafter set forth, extend to any actions or proceedings commenced prior or subsequent to the Confirmation Date and/or the Effective Date whether by Debtor, or the parties specified herein:

- (a) To hear and determine any objections to the allowance of Claims, including any objections by Debtor with respect to any Claims which have been reinstated or assumed in accordance with the terms of the Plan;
- (b) To determine any and all applications for compensation for any Professionals and similar fees to the extent made specifically subject to a hearing under the Plan and applicable provisions of the Bankruptcy Code;
- (c) To determine any and all applications for the rejection or assumption and assignment of executory contracts or for the rejection or assumption and assignment, as the case may be, of unexpired leases to which Debtor is a party or with respect to which it may be liable, and to hear and determine, and if need be to liquidate, any and all Claims arising therefrom;
- (d) To modify the Plan pursuant to Bankruptcy Code section 1127 or to remedy any defect or omission or reconcile any inconsistency in the Confirmation Order to the extent authorized by the Bankruptcy Code;
- (e) To hear and determine all controversies, suits and disputes, if any, as may arise in connection with the interpretation or enforcement of the Plan;
- (f) To hear and determine all controversies, suits and disputes, if any, as may arise with regard to orders of this Bankruptcy Court entered in the Chapter 11 Case;
- (g) To adjudicate all controversies concerning the classification of any Claim;

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- (h) To liquidate damages in connection with any disputed, contingent or unliquidated Claim;
- (i) To adjudicate all Claims to a security or ownership interest in any of the Assets, or in any proceeds thereof,
- (j) To adjudicate all Claims or controversies arising out of any purchases, sales or contracts made or undertaken by Debtor;
- (k) To determine all questions and disputes regarding recovery of and entitlement to any property of Debtor, or in any proceeds thereof;
- (l) To adjudicate all Causes of Action with respect to which Debtor is a party, whether or not such Claim or controversy is raised or filed before or after the Effective Date;
- (m) To determine issues and disputes concerning entitlement to Distributions to be made under and pursuant to the Plan;
- (n) To enter any order, including injunctions, necessary to enforce the title, rights and powers of Debtor's limitations, restrictions, terms and conditions on such title, rights and powers as the Bankruptcy Court may deem necessary or appropriate;
- (o) To determine such other matters as may be provided for in the Confirmation Order and the Plan, or as may from time to time be authorized under the provisions of the Bankruptcy Code or any other applicable law;
- (p) To enter a Final Decree closing the Chapter 11 Case;
- (q) To enforce the provisions of any Administrative Claim Bar Date entered by the Bankruptcy Court;
- (r) To make such orders as are necessary or appropriate to carry out the provisions of the Plan, including but not limited to orders interpreting, clarifying or enforcing the provisions thereof;

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(s) To determine issues and disputes with respect to the Refinanced Secured Loan Documents arising after the Effective Date; and

(t) Without limiting the generality of any of the foregoing, to hear and determine matters concerning state, local, and federal taxes in accordance with Bankruptcy Code sections 345, 505, and 1146.

**B. Jurisdiction Unaffected.**

The occurrence of the Effective Date and/or the entry of a Final Decree shall not divest the Bankruptcy Court of any jurisdiction otherwise retained under this Article X or the Confirmation Order.

**C. Failure of Bankruptcy Court To Exercise Jurisdiction.**

If the Bankruptcy Court abstains from exercising or declines to exercise jurisdiction, or is otherwise without jurisdiction over any matter arising under, arising in or related to the Bankruptcy Case, including any of the matters set forth in the Plan, the Plan shall not prohibit or limit the exercise of jurisdiction by any other court of competent jurisdiction with respect to such matter.

**XIV. EFFECT OF CONFIRMATION OF PLAN**

**A. Discharge.**

(a) IN CONJUNCTION WITH BANKRUPTCY CODE SECTION 1141, EXCEPT AS OTHERWISE PROVIDED FOR HEREIN, THE RIGHTS AFFORDED HEREIN AND THE TREATMENT OF ALL CLAIMS AND EQUITY INTERESTS HEREIN SHALL BE IN EXCHANGE FOR AND IN COMPLETE SATISFACTION, DISCHARGE AND RELEASE OF CLAIMS AND EQUITY INTERESTS OF ANY NATURE WHATSOEVER AGAINST DEBTOR, AND OF THE ASSETS OR PROPERTIES OF THE ESTATE, INCLUDING ANY INTEREST ACCRUED ON SUCH CLAIMS FROM AND AFTER THE PETITION DATE.

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(b) WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, EXCEPT AS PROVIDED IN THE CONFIRMATION ORDER, CONFIRMATION DISCHARGES DEBTOR FROM ALL CLAIMS, OR OTHER DEBTS THAT AROSE BEFORE THE EFFECTIVE DATE, AND ALL DEBTS OF THE KIND SPECIFIED IN SECTIONS 502(G), 502(H) OR 502(I) OF THE BANKRUPTCY CODE, WHETHER OR NOT: (i) A PROOF OF CLAIM BASED ON SUCH A DEBT HAS BEEN FILED, OR DEEMED TO HAVE BEEN FILED, UNDER BANKRUPTCY CODE SECTIONS 501 OR 1111(A); (ii) A CLAIM BASED ON SUCH DEBT IS ALLOWED UNDER BANKRUPTCY CODE SECTION 502 OF THE BANKRUPTCY CODE; OR (iii) THE HOLDER OF A CLAIM BASED ON SUCH DEBT HAS ACCEPTED THE PLAN.

(c) EXCEPT AS OTHERWISE PROVIDED IN THE PLAN, (I) ON THE EFFECTIVE DATE, ALL CLAIMS AGAINST DEBTOR WHICH AROSE BEFORE THE EFFECTIVE DATE SHALL BE SATISFIED, DISCHARGED AND RELEASED IN FULL, AND (II) ALL PERSONS SHALL BE PRECLUDED FROM ASSERTING AGAINST DEBTOR OR ANY OF THEIR ASSETS OR PROPERTIES, ANY OTHER OR FURTHER CLAIMS OR EQUITY INTERESTS BASED UPON ANY ACT OR OMISSION, TRANSACTION OR OTHER ACTIVITY OF ANY KIND OR NATURE THAT OCCURRED BEFORE THE EFFECTIVE DATE, AS WELL AS ANY DEBT OF A KIND SPECIFIED IN BANKRUPTCY CODE SECTIONS 502(G), 502(H), OR 502(I), IRRESPECTIVE OF WHETHER (i) A PROOF OF CLAIM BASED ON SUCH A DEBT HAS BEEN FILED, OR DEEMED TO HAVE BEEN FILED, UNDER BANKRUPTCY CODE SECTIONS 501 OR 1111(a), (ii) SUCH CLAIM IS ALLOWED UNDER BANKRUPTCY

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CODE SECTION 502, OR (iii) THE HOLDER OF THE CLAIM HAS ACCEPTED THE PLAN.

(d) THE DISCHARGE OF THE RESPECTIVE DEBTOR, AS SET FORTH IN THIS PLAN, SHALL NOT RELEASE OR DISCHARGE DEBTOR’S MANAGING MEMBER(S) FROM ANY PERSONAL OBLIGATIONS IT MAY HAVE TO ANY SECURED LENDER OR OTHER CREDITOR UNDER ANY PERSONAL GUARANTY OR OTHERWISE.

**B. Binding Effect of Plan/Injunction.**

(a) UPON THE EFFECTIVE DATE, BANKRUPTCY CODE SECTION 1141 SHALL BECOME APPLICABLE WITH RESPECT TO THE PLAN AND THE PLAN SHALL BE BINDING ON ALL PARTIES TO THE FULLEST EXTENT PERMITTED BY BANKRUPTCY CODE SECTION 1141(A). IN ACCORDANCE WITH BANKRUPTCY CODE SECTION 1141, ALL OF DEBTOR’S PROPERTY SHALL BE VESTED IN DEBTOR FREE AND CLEAR OF ALL CLAIMS, LIENS AND INTERESTS OF CREDITORS AND EQUITY INTEREST HOLDERS.

(b) UPON THE EFFECTIVE DATE, ALL PERSONS AND ENTITIES SHALL BE PERMANENTLY ENJOINED BY THE PLAN FROM (i) COMMENCING OR CONTINUING ANY ACTION, EMPLOYING ANY PROCESS, ASSERTING OR UNDERTAKING AN ACT TO COLLECT, RECOVER, OR OFFSET, DIRECTLY OR INDIRECTLY, ANY CLAIM, RIGHTS, CAUSES OF ACTION, LIABILITIES, OR INTERESTS IN OR AGAINST ANY PROPERTY DISTRIBUTED OR TO BE DISTRIBUTED UNDER THE PLAN, OR VESTED IN DEBTOR, BASED UPON ANY ACT, OMISSION, TRANSACTION, OR OTHER ACTIVITY THAT OCCURRED BEFORE THE EFFECTIVE DATE, (ii) CREATING, PERFECTING OR ENFORCING ANY LIEN OR ENCUMBRANCE AGAINST ANY PROPERTY

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DISTRIBUTED OR TO BE DISTRIBUTED UNDER THE PLAN OTHER THAN AS PERMITTED UNDER THE PLAN, AND (iii) WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ASSERTING ANY CLAIMS AGAINST DEBTOR BASED ON SUCCESSOR LIABILITY OR SIMILAR OR RELATED THEORY, EXCEPT TO THE EXTENT A PERSON OR ENTITY HOLDS AN ALLOWED CLAIM UNDER THE PLAN AND IS ENTITLED TO A DISTRIBUTION AND/OR LIEN UNDER THE PLAN IN ACCORDANCE WITH ITS TERMS, AND TO ENFORCE ITS RIGHTS TO DISTRIBUTION UNDER THE PLAN.

(c) ON AND AFTER THE EFFECTIVE DATE, EACH HOLDER OF ANY CLAIM AGAINST OR INTEREST IN DEBTOR IS PERMANENTLY ENJOINED FROM TAKING OR PARTICIPATING IN ANY ACTION THAT WOULD INTERFERE OR OTHERWISE HINDER DEBTOR FROM IMPLEMENTING THIS PLAN, THE CONFIRMATION ORDER OR ANY OPERATIVE DOCUMENTS IN ACCORDANCE WITH THE TERMS THEREOF.

(d) THE DISCHARGE OF THE RESPECTIVE DEBTOR, AS SET FORTH IN THIS PLAN, SHALL NOT RELEASE OR DISCHARGE DEBTOR'S MANAGING MEMBER(S) FROM ANY PERSONAL OBLIGATIONS IT MAY HAVE TO ANY SECURED LENDER OR OTHER CREDITOR UNDER ANY PERSONAL GUARANTY OR OTHERWISE.

**C. Exculpation.**

None of the Releasees nor any of their respective Representatives shall have or incur any liability to any Holder of a Claim against or Interest in Debtor, or any other party-in-interest, or any of their Representatives, or any of their successors or assigns, for any act, omission, transaction or other occurrence in connection with, relating to, or arising out of the Chapter 11 Case, the pursuit of confirmation of the Plan, or the consummation of the Plan, except and solely

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1 to the extent such liability is based on fraud, gross negligence or willful misconduct. The  
2 Releasees shall be entitled to reasonably rely upon the advice of counsel with respect to any of  
3 their duties and responsibilities under the Plan or in the context of the Chapter 11 Case. No  
4 Holder of a Claim against or Interest in Debtor, or any other party-in-interest, including their  
5 respective Representatives, shall have any right of action against the Releasees or any of their  
6 Representatives, for any act, omission, transaction or other occurrence in connection with,  
7 relating to, or arising out of, the Chapter 11 Case, the pursuit of confirmation of the Plan, the  
8 consummation of the Plan or the administration of the Plan, except to the extent arising from  
9 fraud. Nothing in this Section shall be deemed an exculpation by any Releasor of any Releasee  
10 or any of its Representatives for any acts, omissions, transactions, events or other occurrences  
11 taking place after the Effective Date or an exculpation by Secured Lenders or any other party in  
12 connection with any obligations with respect to the Refinanced Secured Loans or any amounts  
13 owed under any Refinanced Secured Loan Documents (if and where applicable).

14 **D. Releases.**

15 As of the Effective Date, for good and valuable consideration, the adequacy of which is  
16 hereby confirmed, each Releasor will be deemed to release, waive and forever discharge all  
17 Released Liabilities against each Releasee and each Releasee's respective Representatives;  
18 provided, however, that, the releases provided in this Section shall not constitute a release of any  
19 liability based on willful misconduct, gross negligence or fraud; provided, further, that nothing  
20 herein shall be deemed to constitute a release (a) by any Releasor of any Releasee or any of its  
21 Representatives for any acts, omissions, transactions, events or other occurrences taking place  
22 after the Effective Date, (b) by Secured Lenders in connection with any obligations with respect  
23 to the Refinanced Secured Loans or any amounts owed under the Refinanced Secured Loan  
24 Documents; (c) by Secured Lenders or other Creditors in connection with any personal guaranty  
25 of their Claims by any person other than Debtor; and provided, further, that any party who is  
26 rightly included in the definition of Releasee that challenges the Plan or its implementation shall  
27 no longer be classified as a Releasee.  
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1 **E. Injunctions.**

2 **1. Injunction Against Releasors.**

3 All of the Releasors, along with any of their successors or assigns, are permanently  
4 enjoined, from and after the Effective Date, from (i) commencing or continuing in any manner  
5 any action or other proceeding of any kind against the Releasees or any of their respective  
6 Representatives in respect of any Released Liabilities, (ii) enforcing, attaching, collecting or  
7 recovering by any manner or means of any judgment, award, decree or order against the  
8 Releasees or any of their respective Representatives in respect of any Released Liabilities, (iii)  
9 creating, perfecting, or enforcing any encumbrance of any kind against the Releasees or any of  
10 their respective Representatives in respect of any Released Liabilities, or (iv) asserting any right  
11 of setoff, subrogation or recoupment of any kind against any obligation due from the Releasees  
12 or any of their respective Representatives or against the property or interests in property of the  
13 Releasees or any of their respective Representatives, in respect of any Released Liabilities;  
14 provided, however, that nothing contained herein shall preclude such Releasors from exercising  
15 their rights pursuant to and consistent with the terms hereof and the contracts, instruments,  
16 releases and other agreements and documents delivered under or in connection with this Plan;  
17 provided, further, that nothing contained herein shall be deemed to enjoin any Releasor from  
18 taking any action against any Releasee or any of its Representatives based on the release  
19 exceptions contained in the Plan.

20 **2. Injunction Protecting Exculpation of Releasees.**

21 All Holders of Claims against or Interests in Debtor and any other parties-in-interest,  
22 along with any of their Representatives and any of their successors or assigns are permanently  
23 enjoined, from and after the Effective Date, from (i) commencing or continuing in any manner  
24 any action or other proceeding of any kind against Releasees or any of their respective  
25 Representatives in respect of any potential liability for which exculpation is granted pursuant to  
26 this Plan, (ii) enforcing, attaching, collecting or recovering by any manner or means of any  
27 judgment, award, decree or order against Releasees or any of their respective Representatives in  
28 respect of any potential liability for which exculpation is granted pursuant to this Plan, (iii)

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1 creating, perfecting, or enforcing any encumbrance of any kind against Releasees or any of their  
2 respective Representatives in respect of any potential liability for which exculpation is granted  
3 pursuant to this Plan, or (iv) asserting any right of setoff, subrogation or recoupment of any kind  
4 against any Releasee or any of their respective Representatives or against the property or interests  
5 in property any Releasee or any of their respective Representatives, in respect of any potential  
6 liability for which exculpation is granted pursuant to this Plan; provided, however, that nothing  
7 contained herein shall preclude any Holder or other party-in-interest from exercising its rights  
8 pursuant to and consistent with the terms hereof and the contracts, instruments, releases and other  
9 agreements and documents delivered under or in connection with this Plan.

10 **3. Injunction Against Interference With Plan.**

11 Upon the Effective Date, all Holders of Claims against or Interests in Debtor and their  
12 respective Representatives and any of their successors or assigns shall be enjoined from taking  
13 any actions to interfere with the implementation or consummation of the Plan.

14 **F. Adequate Protection Liens; Cash Collateral Orders.**

15 As of the Effective Date, any replacement Liens granted as adequate protection pursuant  
16 to the terms of any Cash Collateral Orders shall be deemed to be terminated, discharged,  
17 eliminated and of no further force and effect.

18 As of the Effective Date, Debtor's obligations under all Cash Collateral Orders shall be  
19 deemed to be fully satisfied, released, discharged and terminated, and such Cash Collateral  
20 Orders shall be of no further force and effect.

21 **G. Modification of Debt Instruments.**

22 On the Effective Date, all instruments evidencing indebtedness of Debtor held by Holders  
23 of Claims that are Impaired by the Plan or have been paid in full pursuant thereto shall be  
24 deemed modified or canceled as against Debtor as set forth in the Plan.

25 **H. Judgments Void.**

26 Any judgment obtained before or after the Effective Date in any court other than the  
27 Bankruptcy Court shall be null and void as a determination of liability of Debtor with respect to  
28 any debt treated by the Plan.

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1 **I. Revesting of Assets in Debtor.**

2 Except as otherwise expressly provided herein or in the Confirmation Order, on the  
3 Effective Date, but retroactive to the Confirmation Date, without any further action, Debtor will  
4 be vested with all of the property of the Estate, wherever situate, free and clear of all Claims,  
5 Liens (except for Liens provided or authorized pursuant to this Plan and Permitted  
6 Encumbrances). Without limiting the generality of the foregoing, on and after the Effective Date,  
7 Debtor shall be vested with all of the property of the Estate, wherever situate, free and clear of  
8 any Claims based on any form of successor liability or similar or related theory of liability. On  
9 and after the Effective Date, (i) Debtor shall be free of any restrictions imposed by the  
10 Bankruptcy Code or Bankruptcy Court, may operate their business and may use, acquire or  
11 dispose of their assets (including the Properties) free of any restrictions imposed by the  
12 Bankruptcy Code and the Bankruptcy Rules and without supervision or approval by the  
13 Bankruptcy Court, other than the obligations set forth in this Plan, or the Confirmation Order.  
14 Without limiting the generality of the foregoing and except as otherwise expressly provided  
15 herein or in the Confirmation Order, any Causes of Action, will be preserved and retained solely  
16 for Debtor's commencement, prosecution, use and benefit.

17 **J. Preservation of Causes of Action.**

18 Pursuant to Bankruptcy Code section 1123(b), Debtor shall retain and reserve the right to  
19 enforce all rights to commence and pursue Causes of Action whether arising prior to or after the  
20 Petition Dates, and whether pending as of or Filed after the Effective Date, in any court or other  
21 tribunal. Unless a Cause of Action is expressly waived, relinquished, released, compromised or  
22 settled in the Plan, or any Final Order, Debtor on behalf of themselves expressly reserve all  
23 Causes of Action for later adjudication and, therefore, no preclusion doctrine, including, without  
24 limitation, the doctrines of res judicata, collateral estoppel, issue preclusion, claim preclusion,  
25 estoppel (judicial, equitable or otherwise) or laches shall apply to any Causes of Action upon  
26 Confirmation or the Effective Date. No entity may rely on the absence of a specific reference in  
27 the Plan, any Plan Supplement, or the Disclosure Statement to any Cause of Action against them  
28 as an indication that Debtor, will not pursue any and all available Causes of Action against them.

1 Debtor expressly reserve all rights to prosecute any and all Causes of Action against any Entity,  
2 except as otherwise expressly provided in the Plan.

3 **K. Maintenance of Administrative Claim Status Post Discharge.**

4 Notwithstanding any discharge granted to Debtor, Allowed Administrative Claims shall  
5 maintain their administrative priority status under Bankruptcy Code section 507(a)(2) until paid  
6 in full.

7 **L. No Limitation on Effect of Confirmation.**

8 Nothing contained in the Plan or the Disclosure Statement will limit, waive or restrict in  
9 any way the effect of Confirmation as set forth in Bankruptcy Code section 1141. Confirmation  
10 will bind Debtor, all Creditors, Equity Interest Holders and other parties in interest to the  
11 provisions of the Plan, whether or not the Claim or Equity Interest of such Creditor or Equity  
12 Interest Holder is Impaired under the Plan and whether or not such Creditor or Equity Interest  
13 Holder has accepted the Plan and whether or not a proof of Claim or Equity Interest has been  
14 filed or deemed to have been filed under Bankruptcy Code sections 501 or 1111(a), or such  
15 Claim or Equity Interest is allowed under Bankruptcy Code section 502.

16 **XV. MISCELLANEOUS PROVISIONS**

17 **A. Modification of this Plan.**

18 Debtor may alter, amend or modify the Plan at any time before the entry of the  
19 Confirmation Order, provided that the Plan, as altered, amended or modified, satisfies the  
20 conditions of Bankruptcy Code sections 1122 and 1123, and Debtor shall have complied with  
21 Bankruptcy Code section 1125. However, the Bankruptcy Court may require a new disclosure  
22 statement and/or re-voting on the Plan if Debtor modifies the plan before Confirmation.

23 Debtor may also seek to alter, amend or modify the Plan at any time after Confirmation so  
24 long as (i) the Plan has not been substantially consummated, (ii) as altered, amended or modified  
25 the Plan satisfies the conditions of Bankruptcy Code section 1122 and 1123, and (iii) the  
26 Bankruptcy Court authorizes the proposed modification after notice and a hearing under  
27 Bankruptcy Code section 1129.  
28

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1 A Holder of a Claim that has accepted the Plan shall be deemed to have accepted the  
2 Plan, as altered, amended or modified, if the proposed alteration, amendment or modification  
3 does not materially and adversely change the treatment of the Claim of such Holder. Prior the  
4 Effective Date, Debtor may make appropriate technical non-material modifications to the Plan or  
5 the Disclosure Statement without further order or approval of the Bankruptcy Court, provided  
6 that such technical modifications do not adversely affect the treatment of Holders of Claims or  
7 Equity Interest.

8 Debtor further reserves the right to modify the treatment of any Allowed Claims at any  
9 time after the Effective Date of the Plan upon the consent of the Creditor whose Allowed Claim  
10 treatment is being modified, so long as no other Creditors are materially adversely affected.

11 Debtor reserves the right, in accordance with the Bankruptcy Code, to amend, amend or  
12 modify this Plan before or after the Confirmation Date, including making any amendments or  
13 modifications to satisfy the requirements of Bankruptcy Code section 1129(b), if necessary.

14 **B. Notices.**

15 Except as otherwise set forth below, all notices, requests, elections or demands in  
16 connection with the Plan, including any change of address of any Holder of a Claim for the  
17 purposes of receiving any Distributions under the Plan, shall be in writing and shall be delivered  
18 personally or by facsimile, electronic mail or overnight courier (confirmed by first class mail or  
19 express mail) or mailed by first class mail. Such notice shall be deemed to have been given when  
20 received or, if mailed by first class mail, seven (7) days after the date of mailing, or if express  
21 mailed, the next Business Day following the date of mailing and addressed to the following:

22 **If to Debtor, to:**

23 Sahara Towne Square, LLC  
24 Attn: Jeff Susa  
25 3275 South Jones #105  
26 Las Vegas, NV 89146

27 with copies to:

28 Marquis Aurbach Coffing  
ZACHARIAH LARSON, ESQ.  
SHARA LARSON, ESQ.  
10001 Park Run Drive

Las Vegas, Nevada 89145  
Telephone: (702) 382-0711  
Facsimile: (702) 382-5816  
zlarson@maclaw.com

All notices and requests to Holders of Claims of any Class shall be sent to them at their known address. Any Holder of a Claim of any Class may designate in writing any other address for purposes of this Section, which designation shall be effective upon receipt.

**C. Limitation of Notice.**

Debtor shall give the following notice with regard to the following matters, which notice shall be deemed to be good and sufficient notice of such matters, with no requirement for any additional or further notice:

- (a) Notice of Entry of Confirmation Order. Notice of the entry of the Confirmation Order shall be sufficient if mailed to all known Holders of Claims (which have not become Disallowed Claims) and Interests within five (5) Business Days of the entry of Confirmation Order.
- (b) Post-Confirmation Date Service List - Additional Persons Entitled to Notice. Except as set forth in Section 15(B) hereof, from and after the date the Confirmation Order becomes a Final Order, notices of appearances and demands for service of process Filed with the Bankruptcy Court prior to such date shall no longer be effective, and no further notices, other than Notice of Confirmation Order, shall be required to be sent to such parties, unless such parties File a new notice of appearance and demand for service of process dated subsequent to the Effective Date, which subsequent notice and demand must be Filed with the Bankruptcy Court and served upon the Persons and Entities listed in Section 15(B) above.
- (c) Subordination. Nothing in the Plan shall in any way be deemed to have Impaired, altered or otherwise affected the rights of Debtor to enforce any right of subordination that may exist by agreement or otherwise, including under Bankruptcy Code section 510.

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1 **D. Requisite Secured Lender’s Approval.**

2           Wherever the approval of a Secured Lender with respect to a Secured Loan or Refinanced  
3 Secured Loan is referred to anywhere in the Plan, the Person or Entity seeking such approval  
4 shall be entitled to direct the request for approval solely to that Secured Lender named herein  
5 with respect to such Secured Loan or Refinanced Secured Loan on behalf of other Holders of  
6 Claims with respect to such Secured Loan or Refinanced Secured Loan (“Related Secured Claim  
7 Holders”) and such Secured Lender shall then be responsible for determining and communicating  
8 whether or not such approval has or has not been obtained. Any statement by such Secured  
9 Lender to any other Person or Entity concerning any consent or approval of the Secured Lender  
10 and Related Secured Claim Holders required hereunder may be relied upon by such Person or  
11 Entity.

12 **E. Headings.**

13           The headings used in the Plan are inserted for convenience only and do not constitute a  
14 portion of the Plan nor in any manner affect the provisions of the Plan.

15 **F. Exhibits.**

16           All exhibits and documents included in the Disclosure Statement are incorporated into  
17 and are a part of the Plan, as if set forth in full in the Plan. After the exhibits and documents are  
18 Filed, copies of such exhibits and documents shall have been available upon written request to  
19 Debtor’s counsel at the address above or by downloading such exhibits and documents from the  
20 Bankruptcy Court’s website at <http://www.nvb.uscourts.gov>. To the extent any exhibit or  
21 document is inconsistent with the terms of the Plan, unless otherwise ordered by the Bankruptcy  
22 Court, the non-exhibit or non-document portion of the Plan shall control.

23 **G. Nonseverability of Plan Provisions.**

24           If, prior to Confirmation, any term or provision of the Plan is held by the Bankruptcy  
25 Court to be invalid, void, or unenforceable, the Bankruptcy Court shall have the power, at the  
26 request of Debtor and subject to the consent of any party adversely affected thereby, to alter and  
27 interpret such term or provision to make it valid or enforceable to the maximum extent  
28 practicable, consistent with the original purpose of the term or provision held to be invalid, void,

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1 or unenforceable, and such term or provision shall then be applicable as altered or interpreted.  
2 Notwithstanding any such holding, alteration, or interpretation, the remainder of the terms and  
3 provisions of the Plan will remain in full force and effect and will in no way be affected,  
4 Impaired, or invalidated by such holding, alteration, or interpretation. The Confirmation Order  
5 shall constitute a judicial determination and shall provide that each term and provision of the  
6 Plan, as it may have been altered or interpreted in accordance with the foregoing, is: (a) valid and  
7 enforceable pursuant to its terms; (b) integral to the Plan and may not be deleted or modified  
8 without the consent of Debtor and any other Person or Entity affected by such provision; and (c)  
9 nonseverable and mutually dependent.

10 **H. Waiver or Estoppel.**

11 Each Holder of a Claim or an Interest shall be deemed to have waived any right to assert  
12 any argument, including the right to argue that its Claim or Interest should be Allowed in a  
13 certain amount, in a certain priority, Secured or not subordinated by virtue of an agreement made  
14 with Debtor or its counsel, or any other Entity, if such agreement was not disclosed in the Plan,  
15 the Disclosure Statement, or papers Filed with the Bankruptcy Court prior to the Confirmation  
16 Date.

17 **I. Conflicts.**

18 (a) To the extent that any provision of the Disclosure Statement, any Plan  
19 Supplement (other than any amendments to the Plan or any Refinanced  
20 Secured Loan Documents), or any other order (other than the Confirmation  
21 Order) referenced in the Plan (or any exhibits, schedules, appendices,  
22 supplements or amendments to any of the foregoing), conflict with or are  
23 in any inconsistent with any provision of the Plan, the Plan shall govern  
24 and control, unless expressly set forth herein.

25 (b) From and after the Effective Date, to the extent that any provision of the  
26 Plan, the Disclosure Statement, any Plan Supplement, or any other order  
27 (other than the Confirmation Order) referenced in the Plan (or any  
28 exhibits, schedules, appendices, supplements or amendments to any of the



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1 foregoing), conflict with or are in any way inconsistent with any provision  
2 of any Refinanced Secured Loan Document, then such Refinanced Secured  
3 Loan Document shall govern and control, unless expressly set forth  
4 therein.

5 **J. Computation of Time.**

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

8 **K. Governing Law.**

9 Except to the extent that the Bankruptcy Code or any other Federal law is applicable, the  
10 rights and obligations arising under this Plan shall be governed by, and construed and enforced in  
11 accordance with, the laws of the State of Nevada.

12 **L. Successors and Assigns.**

13 The rights and obligations of any Person or Entity named or referred to in this Plan shall  
14 be binding upon, and shall inure to the benefit of, the successors and assigns of such Person or  
15 Entity.

16 **M. Good Faith.**

17 Confirmation of the Plan will constitute a finding that the Plan has been proposed in good  
18 faith and in compliance with all applicable provisions of the Bankruptcy Code.

19 **N. Post Confirmation Conversion or Dismissal.**

20 A creditor or party in interest may bring a motion to convert or dismiss the Chapter 11  
21 Cases under Bankruptcy Code section 1112(b), after the Plan is confirmed, if there is a default in  
22 performance of the Plan or if cause exists under Bankruptcy Code section 1112(b). If the  
23 Bankruptcy Court orders the case converted to Chapter 7 after the Plan is confirmed, then all  
24 property that had been property of the Estate, and that has not been disbursed or distributed  
25 pursuant to the Plan, will revert in the Chapter 7 estate, and the automatic stay will be re-  
26 imposed upon the re-vested property only to the extent that relief from stay was not previously  
27 granted by the Bankruptcy Court during these Chapter 11 Cases. In addition, any Allowed  
28 Administrative Claims which are not paid on the Effective Date shall continue to be entitled to

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1 administrative priority, under Bankruptcy Code section 507(a)(1) in any such subsequent Chapter  
2 7 case to which this case is converted.

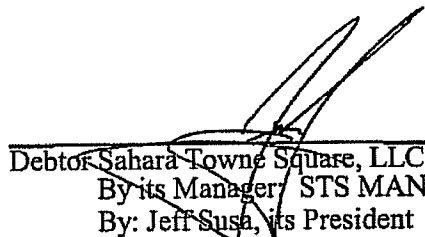
3 **O. Post Confirmation Quarterly Fees.**

4 U.S. Trustee Fees continue to be payable to the Office of the United States Trustee post-  
5 confirmation until such time as the case is converted, dismissed, or closed pursuant to Final  
6 Decree.

7 **P. Entire Agreement.**

8 The Plan, as described herein, the Disclosure Statement and exhibits thereto, and any Plan  
9 Supplements set forth the entire agreement and understanding of the parties hereto relating to the  
10 subject matter hereof and supersede all prior discussions and documents. No party hereto shall  
11 be bound by any terms, conditions, definitions, warrants, understandings or representations with  
12 respect to the subject matter hereof, other than as in expressly provided for herein or as may  
13 hereafter be agreed by the parties in writing.

14 Respectfully submitted,

  
Debtor Sahara Towne Square, LLC  
By its Manager/ STS MANAGER, INC.  
By: Jeff Susa, its President

19  
20 /s/ Shara Larson, Esq.

21 \_\_\_\_\_  
22 Zachariah Larson, Esq.  
23 Shara Larson, Esq.  
24 Marquis Aurbach Coffing  
25 Attorneys for Debtor  
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**EXHIBIT A**

**LIST OF ALL ASSETS**

**CURRENT ASSETS (as of 6/13/2012)\*\***

a.	Cash on Hand	\$	0.00
b.	Debtor-in-Possession Accounts	\$	598,228.21
c.	Accounts Receivables	\$	138,334.91

<b>TOTAL CURRENT ASSETS</b>		\$	<b>736,563.12</b>
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**FIXED ASSETS (APPRAISED OR STIPULATED VALUE)**

a.	2520 and 2650 S. Maryland Pkwy, Las Vegas, NV	\$	13,270,000.00*
	*Per Debtor's Appraisal		

<b>TOTAL FIXED ASSETS</b>		\$	<b>13,270,000.00</b>
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<b>TOTAL ASSETS</b>		\$	<b>14,006,563.12</b>
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**\*\*THIS LIST DOES NOT ACCOUNT FOR EXEMPTIONS**

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**EXHIBIT B**  
**FINANCIAL STATEMENTS**

Statement of Debtor's Financial Condition has been filed along with Debtor's other schedules and these statements give a fair approximation of the condition of Debtor. No recent financial statements have been prepared. Monthly Operating Reports have been filed with the Bankruptcy Court throughout the Case.

EXHIBIT CUNEXPIRED LEASES/EXECUTORY CONTRACTS TO BE ASSUMED

<u>LEASES/CONTRACTS</u>	<u>ARREARS/DMGS</u> (as of 6/13/2012)	<u>METHODS OF CURE</u>
<ul style="list-style-type: none"> <li>• Rental Lease with All Discount Vacuum &amp; Sewing</li> <li>• <b>Property Address:</b> 2560-8 S. Maryland Pkwy, Las Vegas, Nevada 89109</li> <li>• <b>Term:</b> Expires 7/31/2014</li> <li>• <b>Monthly Rents:</b> \$1,328.00</li> <li>• <b>Monthly CAMS:</b> \$672.00</li> <li>• <b>Security Deposit:</b> \$2,000.00</li> </ul>	<ul style="list-style-type: none"> <li>• Default amt = \$403.12</li> <li>• Tenant owes Debtor \$403.12</li> </ul>	<ul style="list-style-type: none"> <li>• Method of curing default =</li> <li>• In event of non-payment of rents, Debtor will attempt to collect the monies owed from Tenant via applicable legal processes.</li> </ul>
<ul style="list-style-type: none"> <li>• Rental Lease with Cemondel's Bakery Shop</li> <li>• <b>Property Address:</b> 2660-20 S. Maryland Pkwy, Las Vegas, Nevada 89109</li> <li>• <b>Term:</b> 2/5/15</li> <li>• <b>Monthly Rents:</b> \$1,300.00</li> <li>• <b>Monthly CAMS:</b> \$546.00</li> <li>• <b>Security Deposit:</b> \$1,846.00</li> </ul>	<ul style="list-style-type: none"> <li>• Default amt = \$3,384.00</li> <li>• Tenant owes Debtor \$3,384.00</li> </ul>	<ul style="list-style-type: none"> <li>• Method of curing default =</li> <li>• In event of non-payment of rents, Debtor will attempt to collect the monies owed from Tenant via applicable legal processes.</li> </ul>
<ul style="list-style-type: none"> <li>• Rental Lease with D J Bingkahaan Corp.</li> <li>• <b>Property Address:</b> 2680-B S. Maryland Pkwy, Las Vegas, Nevada 89109</li> <li>• <b>Term:</b> Expires 12/31/16</li> <li>• <b>Monthly Rents:</b> \$7,117.00</li> <li>• <b>Monthly CAMS:</b> \$1,890.00</li> <li>• <b>Security Deposit:</b> \$7,200.00</li> </ul>	<ul style="list-style-type: none"> <li>• Default amt = \$8,031.06</li> <li>• Tenant owes Debtor \$8,031.06</li> </ul>	<ul style="list-style-type: none"> <li>• Method of curing default =</li> <li>• In event of non-payment of rents, Debtor will attempt to collect the monies owed from Tenant via applicable legal processes.</li> </ul>
<ul style="list-style-type: none"> <li>• Rental Lease with Da-Yuan Enterprises, LLC dba China Star of Vegas</li> <li>• <b>Property Address:</b> 2590 S. Maryland Pkwy, Las Vegas, Nevada 89109</li> <li>• <b>Term:</b> 9/30/15</li> <li>• <b>Monthly Rents:</b> \$11,393.00</li> <li>• <b>Monthly CAMS:</b> \$2,268.00</li> <li>• <b>Security Deposit:</b> \$34,668.00</li> </ul>	<ul style="list-style-type: none"> <li>• Default amt = \$68,030.25</li> <li>• Tenant owes Debtor \$68,030.25</li> </ul>	<ul style="list-style-type: none"> <li>• Method of curing default =</li> <li>• In event of non-payment of rents, Debtor will attempt to collect the monies owed from Tenant via applicable legal processes.</li> </ul>

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<ul style="list-style-type: none"> <li>Rental Lease with Discos Lorena</li> <li><b>Property Address:</b> 2520 1-B S. Maryland Pkwy, Las Vegas, Nevada 89109</li> <li><b>Term:</b> 11/30/13</li> <li><b>Monthly Rents:</b> \$1,130.00</li> <li><b>Monthly CAMS:</b> \$370.00</li> <li><b>Security Deposit:</b> \$1,812.80</li> </ul>	<ul style="list-style-type: none"> <li>Default amt = \$1,500.00</li> <li>Tenant owes Debtor \$1,500.00</li> </ul>	<ul style="list-style-type: none"> <li>Method of curing default =</li> <li>In event of non-payment of rents, Debtor will attempt to collect the monies owed from Tenant via applicable legal processes.</li> </ul>
<ul style="list-style-type: none"> <li>Rental Lease with Dr. Burke Spinal Care Chiropractic</li> <li><b>Property Address:</b> 2650-A-2 S. Maryland Pkwy, Las Vegas, Nevada 89109</li> <li><b>Term:</b> 9/30/16</li> <li><b>Monthly Rents:</b> \$2,366.00</li> <li><b>Monthly CAMS:</b> \$644.50</li> <li><b>Security Deposit:</b> \$3,000.00</li> </ul>	<ul style="list-style-type: none"> <li>Default amt = None</li> <li>Tenant owes Debtor \$0.00</li> </ul>	<ul style="list-style-type: none"> <li>Method of curing default = N/A</li> <li>In event of non-payment of rents, Debtor will attempt to collect the monies owed from Tenant via applicable legal processes.</li> </ul>
<ul style="list-style-type: none"> <li>Rental Lease with Fingerprint Pros</li> <li><b>Property Address:</b> 2620-17 S. Maryland Pkwy, Las Vegas, Nevada 89109</li> <li><b>Term:</b> 12/31/13</li> <li><b>Monthly Rents:</b> \$1,840.00</li> <li><b>Monthly CAMS:</b> \$546.00</li> <li><b>Security Deposit:</b> \$500.00</li> </ul>	<ul style="list-style-type: none"> <li>Default amt = None</li> <li>Tenant owes Debtor \$0.00</li> </ul>	<ul style="list-style-type: none"> <li>Method of curing default = N/A</li> <li>In event of non-payment of rents, Debtor will attempt to collect the monies owed from Tenant via applicable legal processes.</li> </ul>
<ul style="list-style-type: none"> <li>Rental Lease with Iglesia Obra De Las Vegas</li> <li><b>Property Address:</b> 2650-A-3 S. Maryland Pkwy, Las Vegas, Nevada 89109</li> <li><b>Term:</b> 8/31/13</li> <li><b>Monthly Rents:</b> \$1,456.00</li> <li><b>Monthly CAMS:</b> \$1,344.00</li> <li><b>Security Deposit:</b> \$2,800.00</li> </ul>	<ul style="list-style-type: none"> <li>Default amt = None</li> <li>Tenant owes Debtor \$0.00</li> </ul>	<ul style="list-style-type: none"> <li>Method of curing default = N/A</li> <li>In event of non-payment of rents, Debtor will attempt to collect the monies owed from Tenant via applicable legal processes.</li> </ul>
<ul style="list-style-type: none"> <li>Rental Lease with Ito'Y Sariling Atin</li> <li><b>Property Address:</b> 2620-18 &amp; 2620-19 S. Maryland Pkwy, Las Vegas, Nevada 89109</li> <li><b>Term:</b> 3/31/14</li> <li><b>Monthly Rents:</b> \$3,791.00</li> <li><b>Monthly CAMS:</b> \$1,008.00</li> <li><b>Security Deposit:</b> \$4,056.00</li> </ul>	<ul style="list-style-type: none"> <li>Default amt = \$4,844.00</li> <li>Tenant owes Debtor \$4,844.00</li> </ul>	<ul style="list-style-type: none"> <li>Method of curing default =</li> <li>In event of non-payment of rents, Debtor will attempt to collect the monies owed from Tenant via applicable legal processes.</li> </ul>

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<ul style="list-style-type: none"> <li>• Land Lease with J.P. Morgan Chase Bank, N.A.</li> <li>• <b>Property Address:</b> 2510 S. Maryland Pkwy, Las Vegas, Nevada 89109</li> <li>• <b>Term:</b> 1/2/31</li> <li>• <b>Monthly Rents:</b> \$15,416.67</li> <li>• <b>Monthly CAMS:</b> \$3,713.22</li> <li>• <b>Security Deposit:</b> N/A</li> </ul>	<ul style="list-style-type: none"> <li>• Default amt = None</li> <li>• Tenant owes Debtor \$0.00</li> </ul>	<ul style="list-style-type: none"> <li>• Method of curing default = N/A</li> <li>• In event of non-payment of rents, Debtor will attempt to collect the monies owed from Tenant via applicable legal processes.</li> </ul>
<ul style="list-style-type: none"> <li>• Rental Lease with Jack In The Box</li> <li>• <b>Property Address:</b> 2550 S. Maryland Pkwy, Las Vegas, Nevada 89109</li> <li>• <b>Term:</b> 8/6/13</li> <li>• <b>Monthly Rents:</b> \$9,359.14</li> <li>• <b>Monthly CAMS:</b> \$1,260.00</li> <li>• <b>Security Deposit:</b> N/A</li> </ul>	<ul style="list-style-type: none"> <li>• Default amt = None</li> <li>• Tenant owes Debtor \$0.00</li> </ul>	<ul style="list-style-type: none"> <li>• Method of curing default = N/A</li> <li>• In event of non-payment of rents, Debtor will attempt to collect the monies owed from Tenant via applicable legal processes.</li> </ul>
<ul style="list-style-type: none"> <li>• Rental Lease with Koster Finance</li> <li>• <b>Property Address:</b> 2560-10 &amp; 2560-11 S. Maryland Pkwy, Las Vegas, Nevada 89109</li> <li>• <b>Term:</b> 8/31/13</li> <li>• <b>Monthly Rents:</b> \$3,597.65</li> <li>• <b>Monthly CAMS:</b> \$588.00</li> <li>• <b>Security Deposit:</b> \$4,596.00</li> </ul>	<ul style="list-style-type: none"> <li>• Default amt = None</li> <li>• Tenant owes Debtor \$0.00</li> </ul>	<ul style="list-style-type: none"> <li>• Method of curing default = N/A</li> <li>• In event of non-payment of rents, Debtor will attempt to collect the monies owed from Tenant via applicable legal processes.</li> </ul>
<ul style="list-style-type: none"> <li>• Rental Lease with Los Toritos Grill</li> <li>• <b>Property Address:</b> 2560-9 S. Maryland Pkwy, Las Vegas, Nevada 89109</li> <li>• <b>Term:</b> 2/28/15</li> <li>• <b>Monthly Rents:</b> \$1,680.00</li> <li>• <b>Monthly CAMS:</b> \$588.00</li> <li>• <b>Security Deposit:</b> \$2,268.00</li> </ul>	<ul style="list-style-type: none"> <li>• Default amt = \$7,694.00</li> <li>• Tenant owes Debtor \$7,694.00</li> </ul>	<ul style="list-style-type: none"> <li>• Method of curing default =</li> <li>• In event of non-payment of rents, Debtor will attempt to collect the monies owed from Tenant via applicable legal processes.</li> </ul>
<ul style="list-style-type: none"> <li>• Rental Lease with Mail Boxes, Etc.</li> <li>• <b>Property Address:</b> 2620-14 S. Maryland Pkwy, Las Vegas, Nevada 89109</li> <li>• <b>Term:</b> 6/30/12</li> <li>• <b>Monthly Rents:</b> \$1,620.00</li> <li>• <b>Monthly CAMS:</b> \$504.00</li> <li>• <b>Security Deposit:</b> \$1,850.00</li> </ul>	<ul style="list-style-type: none"> <li>• Default amt = None</li> <li>• Tenant owes Debtor \$0.00</li> </ul>	<ul style="list-style-type: none"> <li>• Method of curing default = N/A</li> <li>• In event of non-payment of rents, Debtor will attempt to collect the monies owed from Tenant via applicable legal processes.</li> </ul>

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<ul style="list-style-type: none"> <li>Rental Lease with Metro PCS</li> <li><b>Property Address:</b> 1247 E. Sahara, Las Vegas, Nevada</li> <li><b>Term:</b> 3/1/16</li> <li><b>Monthly Rents:</b> \$1,864.00</li> <li><b>Monthly CAMS:</b> \$136.00</li> <li><b>Security Deposit:</b> \$3,000.00</li> </ul>	<ul style="list-style-type: none"> <li>Default amt = None</li> <li>Tenant owes Debtor \$0.00</li> </ul>	<ul style="list-style-type: none"> <li>Method of curing default = N/A</li> <li>In event of non-payment of rents, Debtor will attempt to collect the monies owed from Tenant via applicable legal processes.</li> </ul>
<ul style="list-style-type: none"> <li>Rental Lease with Moore Family Dentistry</li> <li><b>Property Address:</b> 2560-5 &amp; 2560-6 S. Maryland Pkwy, Las Vegas, Nevada 89109</li> <li><b>Term:</b> 2/28/13</li> <li><b>Monthly Rents:</b> \$4,774.69</li> <li><b>Monthly CAMS:</b> \$1,176.00</li> <li><b>Security Deposit:</b> N/A</li> </ul>	<ul style="list-style-type: none"> <li>Default amt = None</li> <li>Tenant owes Debtor \$0.00</li> </ul>	<ul style="list-style-type: none"> <li>Method of curing default = N/A</li> <li>In event of non-payment of rents, Debtor will attempt to collect the monies owed from Tenant via applicable legal processes.</li> </ul>
<ul style="list-style-type: none"> <li>Rental Lease with Nail Craze</li> <li><b>Property Address:</b> 2650 A-5 S. Maryland Pkwy, Las Vegas, Nevada 89109</li> <li><b>Term:</b> 10/31/12</li> <li><b>Monthly Rents:</b> \$884.00</li> <li><b>Monthly CAMS:</b> \$316.00</li> <li><b>Security Deposit:</b> N/A</li> </ul>	<ul style="list-style-type: none"> <li>Default amt = None</li> <li>Tenant owes Debtor \$0.00</li> </ul>	<ul style="list-style-type: none"> <li>Method of curing default = N/A</li> <li>In event of non-payment of rents, Debtor will attempt to collect the monies owed from Tenant via applicable legal processes.</li> </ul>
<ul style="list-style-type: none"> <li>Rental Lease with Nevada Beauty Suppliers, Inc. Beauty Supply Warehouse</li> <li><b>Property Address:</b> 2600 &amp; 2600-B S. Maryland Pkwy, Las Vegas, Nevada 89109</li> <li><b>Term:</b> 11/30/14</li> <li><b>Monthly Rents:</b> \$9,455.00</li> <li><b>Monthly CAMS:</b> \$4,484.00</li> <li><b>Security Deposit:</b> \$5,490.00</li> </ul>	<ul style="list-style-type: none"> <li>Default amt = None</li> <li>Tenant owes Debtor \$0.00</li> </ul>	<ul style="list-style-type: none"> <li>Method of curing default = N/A</li> <li>In event of non-payment of rents, Debtor will attempt to collect the monies owed from Tenant via applicable legal processes.</li> </ul>
<ul style="list-style-type: none"> <li>Rental Lease with Office 7 Lounge</li> <li><b>Property Address:</b> 2660-23/25 S. Maryland Pkwy, Las Vegas, Nevada 89109</li> <li><b>Term:</b> 9/30/12</li> <li><b>Monthly Rents:</b> \$13,881.00</li> <li><b>Monthly CAMS:</b> \$6,421.80</li> <li><b>Security Deposit:</b> \$5,000.00</li> </ul>	<ul style="list-style-type: none"> <li>Default amt = \$35,563.99</li> <li>Tenant owes Debtor \$35,563.99</li> </ul>	<ul style="list-style-type: none"> <li>Method of curing default =</li> <li>In event of non-payment of rents, Debtor will attempt to collect the monies owed from Tenant via applicable legal processes.</li> </ul>



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<ul style="list-style-type: none"> <li>Rental Lease with Pengxiang Gao (Gift Shop)</li> <li><b>Property Address:</b> 2620-16 S. Maryland Pkwy, Las Vegas, Nevada 89109</li> <li><b>Term:</b> 2/14/13</li> <li><b>Monthly Rents:</b> \$1,354.00</li> <li><b>Monthly CAMS:</b> \$546.00</li> <li><b>Security Deposit:</b> \$1,900.00</li> </ul>	<ul style="list-style-type: none"> <li>Default amt = None</li> <li>Tenant owes Debtor \$0.00</li> </ul>	<ul style="list-style-type: none"> <li>Method of curing default = N/A</li> <li>In event of non-payment of rents, Debtor will attempt to collect the monies owed from Tenant via applicable legal processes.</li> </ul>
<ul style="list-style-type: none"> <li>Rental Lease with PNB Remittance Centers</li> <li><b>Property Address:</b> 2600-A S. Maryland Pkwy, Las Vegas, Nevada 89109</li> <li><b>Term:</b> 8/31/12</li> <li><b>Monthly Rents:</b> \$1,774.60</li> <li><b>Monthly CAMS:</b> \$471.24</li> <li><b>Security Deposit:</b> \$1,795.20</li> </ul>	<ul style="list-style-type: none"> <li>Default amt = None</li> <li>Tenant owes Debtor \$0.00</li> </ul>	<ul style="list-style-type: none"> <li>Method of curing default = N/A</li> <li>In event of non-payment of rents, Debtor will attempt to collect the monies owed from Tenant via applicable legal processes.</li> </ul>
<ul style="list-style-type: none"> <li>Maintenance Agreement (CAM only) with Smith's</li> <li><b>Property Address:</b></li> <li><b>Term:</b> 9/11/18</li> <li><b>Monthly Rents:</b> N/A</li> <li><b>Monthly CAMS:</b> \$5,718.68</li> <li><b>Security Deposit:</b> N/A</li> </ul>	<ul style="list-style-type: none"> <li>Default amt = None</li> <li>Tenant owes Debtor \$0.00</li> </ul>	<ul style="list-style-type: none"> <li>Method of curing default = N/A</li> <li>In event of non-payment of rents, Debtor will attempt to collect the monies owed from Tenant via applicable legal processes.</li> </ul>
<ul style="list-style-type: none"> <li>Rental Lease with Smoke and Beyond</li> <li><b>Property Address:</b> 2650A-1 S. Maryland Pkwy, Las Vegas, Nevada 89109</li> <li><b>Term:</b> 9/30/14</li> <li><b>Monthly Rents:</b> \$1,651.20</li> <li><b>Monthly CAMS:</b> \$577.92</li> <li><b>Security Deposit:</b> \$2,367.00</li> </ul>	<ul style="list-style-type: none"> <li>Default amt = None</li> <li>Tenant owes Debtor \$0.00</li> </ul>	<ul style="list-style-type: none"> <li>Method of curing default = N/A</li> <li>In event of non-payment of rents, Debtor will attempt to collect the monies owed from Tenant via applicable legal processes.</li> </ul>
<ul style="list-style-type: none"> <li>Rental Lease with Super Cuts</li> <li><b>Property Address:</b> 2620-15 S. Maryland Pkwy, Las Vegas, Nevada 89109</li> <li><b>Term:</b> 9/30/13</li> <li><b>Monthly Rents:</b> \$2,629.00</li> <li><b>Monthly CAMS:</b> \$546.00</li> <li><b>Security Deposit:</b> N/A</li> </ul>	<ul style="list-style-type: none"> <li>Default amt = \$3,175.00</li> <li>Tenant owes Debtor \$3,175.00</li> </ul>	<ul style="list-style-type: none"> <li>Method of curing default =</li> <li>In event of non-payment of rents, Debtor will attempt to collect the monies owed from Tenant via applicable legal processes.</li> </ul>

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<ul style="list-style-type: none"> <li>Rental Lease with Tap Financial Service, Inc.</li> <li><b>Property Address:</b> 2650-A-3B S. Maryland Pkwy, Las Vegas, Nevada 89109</li> <li><b>Term:</b> month to month</li> <li><b>Monthly Rents:</b> \$1,265.36</li> <li><b>Monthly CAMS:</b> \$336.00</li> <li><b>Security Deposit:</b> \$1,320.00</li> </ul>	<ul style="list-style-type: none"> <li>Default amt = None</li> <li>Tenant owes Debtor \$0.00</li> </ul>	<ul style="list-style-type: none"> <li>Method of curing default = N/A</li> <li>In event of non-payment of rents, Debtor will attempt to collect the monies owed from Tenant via applicable legal processes.</li> </ul>
<ul style="list-style-type: none"> <li>Rental Lease with The Original Thai BBQ</li> <li><b>Property Address:</b> 2680-1A S. Maryland Pkwy, Las Vegas, Nevada 89109</li> <li><b>Term:</b> 4/30/15</li> <li><b>Monthly Rents:</b> \$7,280.00</li> <li><b>Monthly CAMS:</b> \$1,470.00</li> <li><b>Security Deposit:</b> \$14,000.00</li> </ul>	<ul style="list-style-type: none"> <li>Default amt = \$5,709.49</li> <li>Tenant owes Debtor \$5,709.49</li> </ul>	<ul style="list-style-type: none"> <li>Method of curing default =</li> <li>In event of non-payment of rents, Debtor will attempt to collect the monies owed from Tenant via applicable legal processes.</li> </ul>
<ul style="list-style-type: none"> <li>Rental Lease with Waite &amp; Associates CPA'S</li> <li><b>Property Address:</b> 2650-A-3A &amp; 2650-A-4 S. Maryland Pkwy, Las Vegas, Nevada 89109</li> <li><b>Term:</b> 12/31/12</li> <li><b>Monthly Rents:</b> \$2,403.00</li> <li><b>Monthly CAMS:</b> \$897.00</li> <li><b>Security Deposit:</b> \$2,700.00</li> </ul>	<ul style="list-style-type: none"> <li>Default amt = None</li> <li>Tenant owes Debtor \$0.00</li> </ul>	<ul style="list-style-type: none"> <li>Method of curing default = N/A</li> <li>In event of non-payment of rents, Debtor will attempt to collect the monies owed from Tenant via applicable legal processes.</li> </ul>
<ul style="list-style-type: none"> <li>Rental Lease with Yong Li Huang &amp; Ai Min Zhang</li> <li><b>Property Address:</b> 2660-22 S. Maryland Pkwy, Las Vegas, Nevada 89109</li> <li><b>Term:</b> 5/8/14</li> <li><b>Monthly Rents:</b> \$1,750.00</li> <li><b>Monthly CAMS:</b> \$588.00</li> <li><b>Security Deposit:</b> \$2,058.00</li> </ul>	<ul style="list-style-type: none"> <li>Default amt = None</li> <li>Tenant owes Debtor \$0.00</li> </ul>	<ul style="list-style-type: none"> <li>Method of curing default = N/A</li> <li>In event of non-payment of rents, Debtor will attempt to collect the monies owed from Tenant via applicable legal processes.</li> </ul>
<ul style="list-style-type: none"> <li>Landscape maintenance contract with Green Thumb Maintenance, LLC</li> <li>Term: Perpetual (90 day notice to terminate)</li> <li>Monthly Payment: \$10,800.00</li> </ul>	<ul style="list-style-type: none"> <li>Default amt = none</li> <li>Actual pecuniary loss = none</li> </ul>	<p>Assume</p>

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10001 PARK RUN DRIVE  
 LAS VEGAS, NEVADA 89145  
 (702) 382-0711 FAX: (702) 382-5816

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<ul style="list-style-type: none"> <li>• Fire sprinkler monitoring contract with Next Gen Monitoring</li> <li>• Terminates November 30, 2016</li> <li>• Monthly Payment: \$238.00</li> </ul>	<ul style="list-style-type: none"> <li>• Default amt = none</li> <li>• Actual pecuniary loss = none</li> </ul>	Assume
<ul style="list-style-type: none"> <li>• Property Management contract with Real Estate Asset Management, LLC</li> <li>• Terminates September 11, 2018</li> <li>• Monthly Payment: 5% of rents collected and 4% for renting and/or leasing the premises</li> </ul>	<ul style="list-style-type: none"> <li>• Default amt = none</li> <li>• Actual pecuniary loss = none</li> </ul>	Assume

**EXHIBIT D**

**EXECUTORY CONTRACTS TO BE REJECTED**

<b><u>CONTRACT</u></b>	<b><u>DEFAULT/DMGS</u></b>	<b><u>TREATMENT</u></b>
<ul style="list-style-type: none"> <li>Nevada Illuminations, Inc.</li> </ul>	<ul style="list-style-type: none"> <li>Default amt = <b>\$1,196.88</b></li> <li>Actual pecuniary loss = <b>\$1,196.88</b></li> </ul>	<ul style="list-style-type: none"> <li>Rejection claim treated as General Unsecured Creditor in Class 2</li> </ul>
<ul style="list-style-type: none"> <li>Ambassador Fire Protection</li> </ul>	<ul style="list-style-type: none"> <li>Default amt = <b>\$818.50</b></li> <li>Actual pecuniary loss = <b>\$818.50</b></li> </ul>	<ul style="list-style-type: none"> <li>Rejection claim treated as General Unsecured Creditor in Class 2</li> </ul>
<ul style="list-style-type: none"> <li>Interstate Security Services, Inc.</li> </ul>	<ul style="list-style-type: none"> <li>Default amt = <b>\$7,322.40</b></li> <li>Actual pecuniary loss = <b>\$7,322.40</b></li> </ul>	<ul style="list-style-type: none"> <li>Rejection claim treated as General Unsecured Creditor in Class 2</li> </ul>

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**EXHIBIT E**

**LIQUIDATION ANALYSIS**<sup>2</sup>

**A. OVERVIEW**

A chapter 11 plan cannot be confirmed unless the bankruptcy court determines that the plan is in the “best interests” of all holders of claims and interests that are impaired by the plan and that have not accepted the plan. The “best interests” test requires a bankruptcy court to find either that (i) all members of an impaired class of claims or interests have accepted the plan or (ii) the plan will provide a member who has not accepted the plan with a recovery of property of a value, as of the effective date of the plan, that is not less than the amount that such holder would recover if Debtor were liquidated under chapter 7 of the Bankruptcy Code. The property in question here would have a liquidated value equal to its appraised value, less foreclosure costs and fees.

**B. UNDERLYING ASSUMPTIONS AND DISCLAIMER**

This liquidation analysis (the “**Liquidation Analysis**”) was prepared in connection with the filing of Debtor’s Disclosure Statement and Plan.

Debtor has prepared this Liquidation Analysis based on a hypothetical liquidation under chapter 7 of the Bankruptcy Code. The determination of the costs of, and proceeds from, the hypothetical liquidation of Debtor’s assets in a chapter 7 case is an uncertain process involving the extensive use of estimates and assumptions that, although considered reasonable by Debtor, are inherently subject to significant business, economic and competitive uncertainties, and contingencies beyond the control of Debtor and its legal advisors. Inevitably, some assumptions in the Liquidation Analysis would not materialize in an actual chapter 7 liquidation, and unanticipated events and circumstances could affect the ultimate results in an actual chapter 7 liquidation.

It is assumed, among other things, that the hypothetical liquidation under chapter 7 would commence under the direction of a court-appointed trustee and would continue for a period of time, during which time all of Debtor’s major assets would be sold or surrendered to its respective lien holders, and the cash proceeds, if any, net of liquidation related costs, would then be distributed to creditors in accordance with relevant law.

**THE LIQUIDATION ANALYSIS IS NOT INTENDED AND SHOULD NOT BE USED FOR ANY OTHER PURPOSE. THE LIQUIDATION ANALYSIS DOES NOT PURPORT TO BE A VALUATION OF DEBTOR’S ASSETS AS A GOING CONCERN, AND THERE MAY**

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<sup>2</sup> All capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Disclosure Statement. To the extent that a definition of a term in the text of this Exhibit C to the Disclosure Statement and the definition of such term in the Disclosure Statement is inconsistent, the definition included in the Disclosure Statement shall control.

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1 BE A SIGNIFICANT DIFFERENCE BETWEEN THE LIQUIDATION ANALYSIS AND THE  
2 VALUES THAT MAY BE REALIZED IN AN ACTUAL LIQUIDATION. THIS ANALYSIS  
3 ASSUMES "LIQUIDATION VALUES" BASED ON APPRAISALS, WHERE AVAILABLE,  
4 AND DEBTOR'S BUSINESS JUDGMENT, WHERE APPRAISALS ARE NOT AVAILABLE.

5 THE UNDERLYING FINANCIAL INFORMATION IN THE LIQUIDATION  
6 ANALYSIS WAS NOT COMPILED OR EXAMINED BY ANY INDEPENDENT  
7 ACCOUNTANTS. NEITHER DEBTOR NOR ITS ADVISORS MAKE ANY  
8 REPRESENTATION OR WARRANTY THAT THE ACTUAL RESULTS WOULD OR  
9 WOULD NOT APPROXIMATE THE ESTIMATES AND ASSUMPTIONS REPRESENTED  
10 IN THE LIQUIDATION ANALYSIS. ACTUAL RESULTS COULD VARY MATERIALLY.  
11 THIS ANALYSIS ASSUMES "LIQUIDATION VALUES" BASED ON FAIR MARKET  
12 VALUE APPRAISALS, WHERE AVAILABLE AND WHEN APPLICABLE, AND  
13 DEBTOR'S BUSINESS JUDGMENT, WHERE APPRAISALS ARE NOT AVAILABLE.

14 **C. SUMMARY NOTES TO THIS LIQUIDATION ANALYSIS**

15 The Liquidation Analysis should be read in conjunction with the following notes and  
16 assumptions:

17 1. Dependence on Unaudited Financial Statements. This Liquidation Analysis  
18 contains estimates that are still under review and it remains subject to further legal and  
19 accounting analysis.

20 2. Preference or Fraudulent Transfers. No recovery or related litigation costs  
21 attributed to any potential avoidance actions under the Bankruptcy Code, including potential  
22 preference or fraudulent transfer actions are assumed within this analysis due to, among other  
23 issues, anticipated disputes about these matters.

24 3. Duration of the Liquidation Process. Debtor has assumed that the liquidation  
25 would involve very little operations. Thus, this Liquidation Analysis assumes the liquidation  
26 would be completed within twelve (12) months. In an actual liquidation the wind down process  
27 and time period(s) could vary thereby impacting recoveries. For example, the potential for  
28 priority, contingent and other claims, litigation, rejection costs and the final determination of  
allowed claims could substantially impact both the timing and amount of the distribution of the  
asset proceeds to the creditors. Accordingly, there can be no assurance that the values reflected  
in this Liquidation Analysis would be realized if Debtor was, in fact, to undergo such a  
liquidation.

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CURRENT ASSETS (as of 6/13/2012)\*\*

a.	Cash on Hand	\$	0.00
b.	Debtor-in-Possession Accounts	\$	598,228.21
c.	Accounts Receivables	\$	138,334.91

TOTAL CURRENT ASSETS \$ 736,563.12

FIXED ASSETS (APPRAISED OR STIPULATED VALUE)

b.	2520 and 2650 S. Maryland Pkwy, Las Vegas, NV	\$	13,270,000.00*
	*Per Debtor's Appraisal		

TOTAL FIXED ASSETS \$ 13,270,000.00

**TOTAL ASSETS** **\$ 14,006,563.12**

**Less:**

Chapter 7 trustee fees and expenses<sup>3</sup> \$ (1,400,656.31)

**Less:**

Chapter 11 administrative expenses \$ (175,500.00±)

**Less:**

Priority claims, excluding admin. expense claims \$ (0.00)

**TOTAL ASSETS LESS ADMIN. EXPENSES/CLAIMS** **\$ 12,430,406.81**

**Less**

(1) Estimated Balance for secured claims \$ (10,614,950.79)  
 (Based upon Proof of Claim<sup>4</sup>)

**Remaining Balance for Unsecured Claims** **\$ 1,815,456.02**

Estimated Total amount of Unsecured Claims \$ 20,477.02

**% Of Claims Which Unsecured Creditors Would Receive or Retain  
 in a Ch. 7 Liquidation (after Chapter 7 estimated costs):** **100%**

**% Of Claims Which Unsecured Creditors Will Receive or  
 Retain Under This Plan:** **100%**

<sup>3</sup> Chapter 7 Liquidation Costs. These are estimated at 10% of Non-Exempt Estate Assets. Pursuant to section 726 of the Bankruptcy Code, the allowed administrative expenses incurred by a Chapter 7 trustee, including, but not limited to, expenses affiliated with selling Debtor's assets, will be entitled to payment in full prior to any distribution to Chapter 11 administrative and other priority claims. It is anticipated that creditors' recoveries would be extinguished by the secured claims of Debtor's first lien holder, leaving no recovery for unsecured creditors.

<sup>4</sup> Debtor reserves the right to object to the Proof of Claim.

**EXHIBIT F**

**LIST OF ADMINISTRATIVE EXPENSE CLAIMS**

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UNCLASSIFIED CLAIMS: ADMINISTRATIVE CLAIMS					
Name	Amounts (Allowed + Estimated = Total Amount - Paid = Total Due)				
	Allowed	Estimated	Total Amt.	Paid	Total Due
Marquis Aurbach Coffing		\$75,000.00±			
Flangas McMillan Law Group		\$75,000.00±			
Expenses Arising in the Ordinary Course of Business Post-Petition		\$25,000.00±			
Office of the U.S. Trustee Fees		\$500.00±			
Clerk's Office Fees		Unknown			
Other administrative expenses		Unknown			
<b>TOTAL AMOUNTS</b>		\$175,500.00±			



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**EXHIBIT G**

**LIST OF PRIORITY UNSECURED CLAIMS**

CLASSIFIED CLAIMS: §507(a)(8)(B) PRIORITY CLAIMS						
			SCHEDULED CLAIMS		FILED CLAIMS	
Name	Insider Y/N	Impaired Y/N	Amount	D/C/U*	Amount	Objection
NONE			\$ 0.00			
<b>TOTAL AMOUNT FOR PRIORITY UNSECURED CLAIMS</b>			\$ 0.00			

\*Disputed/contingent/unliquidated

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**EXHIBIT H**

**LIST OF SECURED CLAIMS**

CLASSIFIED CLAIMS: SECURED CLAIMS								
Class	Name	Description	Insider Y/N	Impaired Y/N	SCHEDULED CLAIMS		FILED CLAIMS (POC)	
					Amount	D/C/U*	Amount	Objection
1	U.S. Bank	First Priority Secured Loan on Property	N	N	\$9,576,977.73		\$10,614,950.79	Y
<b>SUBTOTAL FOR SECURED CLAIMS</b>					\$9,576,977.73		\$10,614,950.79	

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**EXHIBIT I****LIST OF ALLOWED GENERAL UNSECURED CLAIMS****CLASSIFIED CLAIMS: ALLOWED GENERAL UNSECURED CLAIMS**

Class	Name	Description	Insider Y/N	Impaired Y/N	SCHEDULED CLAIMS		FILED CLAIMS (POC)	
					Amount	D/C/U*	Amount	Objection
2	Ambassador Fire Protection	Fire Sprinklers Repair	N		\$518.50	N	\$818.50	N
2	Baker Commodities, Inc.	Sewer Jetting Maintenance	N		\$750.00	N	\$885.00	N
2	Interstate Security Services, Inc.	Security Guards	N		\$5,898.60	N	\$7,322.40	N
2	J & J Services	Power Washer	N		\$2,525.00	N	\$2,525.00	N
2	Nadel Nevada, Inc.	Blue Prints	N		\$669.47	N		N
2	Nevada Illuminations, Inc.	Lights	N		\$1,196.88	N	\$1,196.88	N
2	Hilary Jacobson	Investment	N		\$1,709.00	N		N
2	Jeffrey Reiss	Investment	N		\$776.82	N		N
2	Kenneth Reiss	Investment	N		\$776.82	N		N
2	Michelle Maynard	Investment	N		\$1,975.51	N		N
2	Michelle Maynard	Investment	N		\$559.31	N		N
2	Shell Fleet Card	Credit Card	N		\$832.31	N		N
2	Swat Bug Killers	Pest Control	N		\$430.00	N		N
<b>SUBTOTAL FOR ALLOWED UNSECURED CLAIMS</b> <b>(Proof of Claim if Filed; Otherwise, Scheduled Claim)</b>					\$20,477.02			

**EXHIBIT J**

**LIST OF INSIDER UNSECURED CLAIMS**

CLASSIFIED CLAIMS: INSIDER UNSECURED CLAIMS							
Class	Name	Insider Y/N	Impaired Y/N	SCHEDULED CLAIMS		FILED CLAIMS (POC)	
				Amount	D/C/U*	Amount	D/C/U*
3	NONE	Y	Y	\$0.00			
<b>TOTAL AMOUNT FOR CLASS</b>				\$0.00			

\* Disputed/contingent/unliquidated

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**EXHIBIT K**  
**ESTIMATED AMORTIZATION SCHEDULES**  
**(Based upon Scheduled Claim Amount)**

**AMORTIZATION SCHEDULE**

Client: 12712-00 - Sahara Towne Square - 12/31/12

Loan: 1 - STS to US BANK

Format: Detail

Range: 1 - 120

Memo:

Payment Number	Payment Date	Payment	Interest	Principal	Balance
1	10/01/12	49,095.84	36,711.75	12,384.09	9,564,593.64
2	11/01/12	49,095.84	36,664.28	12,431.56	9,552,162.08
3	12/01/12	49,095.84	36,616.62	12,479.22	9,539,682.86
4	01/01/13	49,095.84	36,568.78	12,527.06	9,527,155.80
5	02/01/13	49,095.84	36,520.76	12,575.08	9,514,580.72
6	03/01/13	49,095.84	36,472.56	12,623.28	9,501,957.44
7	04/01/13	49,095.84	36,424.17	12,671.67	9,489,285.77
8	05/01/13	49,095.84	36,375.60	12,720.24	9,476,565.53
9	06/01/13	49,095.84	36,326.83	12,769.01	9,463,796.52
10	07/01/13	49,095.84	36,277.89	12,817.95	9,450,978.57
11	08/01/13	49,095.84	36,228.75	12,867.09	9,438,111.48
12	09/01/13	49,095.84	36,179.43	12,916.41	9,425,195.07
13	10/01/13	49,095.84	36,129.91	12,965.93	9,412,229.14
14	11/01/13	49,095.84	36,080.21	13,015.63	9,399,213.51
15	12/01/13	49,095.84	36,030.32	13,065.52	9,386,147.99
16	01/01/14	49,095.84	35,980.23	13,115.61	9,373,032.38
17	02/01/14	49,095.84	35,929.96	13,165.88	9,359,866.50
18	03/01/14	49,095.84	35,879.49	13,216.35	9,346,650.15
19	04/01/14	49,095.84	35,828.83	13,267.01	9,333,383.14
20	05/01/14	49,095.84	35,777.97	13,317.87	9,320,065.27
21	06/01/14	49,095.84	35,726.92	13,368.92	9,306,696.35
22	07/01/14	49,095.84	35,675.67	13,420.17	9,293,276.18
23	08/01/14	49,095.84	35,624.23	13,471.61	9,279,804.57
24	09/01/14	49,095.84	35,572.58	13,523.26	9,266,281.31
25	10/01/14	49,095.84	35,520.75	13,575.09	9,252,706.22
26	11/01/14	49,095.84	35,468.71	13,627.13	9,239,079.09
27	12/01/14	49,095.84	35,416.47	13,679.37	9,225,399.72
28	01/01/15	49,095.84	35,364.03	13,731.81	9,211,667.91
29	02/01/15	49,095.84	35,311.39	13,784.45	9,197,883.46
30	03/01/15	49,095.84	35,258.55	13,837.29	9,184,046.17
31	04/01/15	49,095.84	35,205.51	13,890.33	9,170,155.84
32	05/01/15	49,095.84	35,152.26	13,943.58	9,156,212.26
33	06/01/15	49,095.84	35,098.81	13,997.03	9,142,215.23
34	07/01/15	49,095.84	35,045.16	14,050.68	9,128,164.55
35	08/01/15	49,095.84	34,991.30	14,104.54	9,114,060.01
36	09/01/15	49,095.84	34,937.23	14,158.61	9,099,901.40
37	10/01/15	49,095.84	34,882.96	14,212.88	9,085,688.52
38	11/01/15	49,095.84	34,828.47	14,267.37	9,071,421.15
39	12/01/15	49,095.84	34,773.78	14,322.06	9,057,099.09
40	01/01/16	49,095.84	34,718.88	14,376.96	9,042,722.13
41	02/01/16	49,095.84	34,663.77	14,432.07	9,028,290.06
42	03/01/16	49,095.84	34,608.45	14,487.39	9,013,802.67
43	04/01/16	49,095.84	34,552.91	14,542.93	8,999,259.74
44	05/01/16	49,095.84	34,497.16	14,598.68	8,984,661.06
45	06/01/16	49,095.84	34,441.20	14,654.64	8,970,006.42
46	07/01/16	49,095.84	34,385.02	14,710.82	8,955,295.60

**AMORTIZATION SCHEDULE**

Client: 12712-00 - Sahara Towne Square - 12/31/12

Loan: 1 - STS to US BANK

Format: Detail

Range: 1 - 120

Memo:

Payment Number	Payment Date	Payment	Interest	Principal	Balance
47	08/01/16	49,095.84	34,328.63	14,767.21	8,940,528.39
48	09/01/16	49,095.84	34,272.03	14,823.81	8,925,704.58
49	10/01/16	49,095.84	34,215.20	14,880.64	8,910,823.94
50	11/01/16	49,095.84	34,158.16	14,937.68	8,895,886.26
51	12/01/16	49,095.84	34,100.90	14,994.94	8,880,891.32
52	01/01/17	49,095.84	34,043.42	15,052.42	8,865,838.90
53	02/01/17	49,095.84	33,985.72	15,110.12	8,850,728.78
54	03/01/17	49,095.84	33,927.79	15,168.05	8,835,560.73
55	04/01/17	49,095.84	33,869.65	15,226.19	8,820,334.54
56	05/01/17	49,095.84	33,811.28	15,284.56	8,805,049.98
57	06/01/17	49,095.84	33,752.69	15,343.15	8,789,706.83
58	07/01/17	49,095.84	33,693.88	15,401.96	8,774,304.87
59	08/01/17	49,095.84	33,634.84	15,461.00	8,758,843.87
60	09/01/17	49,095.84	33,575.57	15,520.27	8,743,323.60
61	10/01/17	49,095.84	33,516.07	15,579.77	8,727,743.83
62	11/01/17	49,095.84	33,456.35	15,639.49	8,712,104.34
63	12/01/17	49,095.84	33,396.40	15,699.44	8,696,404.90
64	01/01/18	49,095.84	33,336.22	15,759.62	8,680,645.28
65	02/01/18	49,095.84	33,275.81	15,820.03	8,664,825.25
66	03/01/18	49,095.84	33,215.16	15,880.68	8,648,944.57
67	04/01/18	49,095.84	33,154.29	15,941.55	8,633,003.02
68	05/01/18	49,095.84	33,093.18	16,002.66	8,617,000.36
69	06/01/18	49,095.84	33,031.83	16,064.01	8,600,936.35
70	07/01/18	49,095.84	32,970.26	16,125.58	8,584,810.77
71	08/01/18	49,095.84	32,908.44	16,187.40	8,568,623.37
72	09/01/18	49,095.84	32,846.39	16,249.45	8,552,373.92
73	10/01/18	49,095.84	32,784.10	16,311.74	8,536,062.18
74	11/01/18	49,095.84	32,721.57	16,374.27	8,519,687.91
75	12/01/18	49,095.84	32,658.80	16,437.04	8,503,250.87
76	01/01/19	49,095.84	32,595.80	16,500.05	8,486,750.82
77	02/01/19	49,095.84	32,532.54	16,563.30	8,470,187.52
78	03/01/19	49,095.84	32,469.05	16,626.79	8,453,560.73
79	04/01/19	49,095.84	32,405.32	16,690.52	8,436,870.21
80	05/01/19	49,095.84	32,341.34	16,754.50	8,420,115.71
81	06/01/19	49,095.84	32,277.11	16,818.73	8,403,296.98
82	07/01/19	49,095.84	32,212.64	16,883.20	8,386,413.78
83	08/01/19	49,095.84	32,147.92	16,947.92	8,369,465.86
84	09/01/19	49,095.84	32,082.95	17,012.89	8,352,452.97
85	10/01/19	49,095.84	32,017.74	17,078.10	8,335,374.87
86	11/01/19	49,095.84	31,952.27	17,143.57	8,318,231.30
87	12/01/19	49,095.84	31,886.55	17,209.29	8,301,022.01
88	01/01/20	49,095.84	31,820.58	17,275.26	8,283,746.75
89	02/01/20	49,095.84	31,754.36	17,341.48	8,266,405.27
90	03/01/20	49,095.84	31,687.89	17,407.95	8,248,997.32
91	04/01/20	49,095.84	31,621.16	17,474.68	8,231,522.64
92	05/01/20	49,095.84	31,554.17	17,541.67	8,213,980.97

**AMORTIZATION SCHEDULE**

Client: 12712-00 - Sahara Towne Square - 12/31/12

Loan: 1 - STS to US BANK

Format: Detail

Range: 1 - 120

Memo:

Payment Number	Payment Date	Payment	Interest	Principal	Balance
93	06/01/20	49,095.84	31,486.93	17,608.91	8,196,372.06
94	07/01/20	49,095.84	31,419.43	17,676.41	8,178,695.65
95	08/01/20	49,095.84	31,351.67	17,744.17	8,160,951.48
96	09/01/20	49,095.84	31,283.65	17,812.19	8,143,139.29
97	10/01/20	49,095.84	31,215.37	17,880.47	8,125,258.82
98	11/01/20	49,095.84	31,146.83	17,949.01	8,107,309.81
99	12/01/20	49,095.84	31,078.02	18,017.82	8,089,291.99
100	01/01/21	49,095.84	31,008.95	18,086.89	8,071,205.10
101	02/01/21	49,095.84	30,939.62	18,156.22	8,053,048.88
102	03/01/21	49,095.84	30,870.02	18,225.82	8,034,823.06
103	04/01/21	49,095.84	30,800.16	18,295.68	8,016,527.38
104	05/01/21	49,095.84	30,730.02	18,365.82	7,998,161.56
105	06/01/21	49,095.84	30,659.62	18,436.22	7,979,725.34
106	07/01/21	49,095.84	30,588.95	18,506.89	7,961,218.45
107	08/01/21	49,095.84	30,518.00	18,577.84	7,942,640.61
108	09/01/21	49,095.84	30,446.79	18,649.05	7,923,991.56
109	10/01/21	49,095.84	30,375.30	18,720.54	7,905,271.02
110	11/01/21	49,095.84	30,303.54	18,792.30	7,886,478.72
111	12/01/21	49,095.84	30,231.50	18,864.34	7,867,614.38
112	01/01/22	49,095.84	30,159.19	18,936.65	7,848,677.73
113	02/01/22	49,095.84	30,086.60	19,009.24	7,829,668.49
114	03/01/22	49,095.84	30,013.73	19,082.11	7,810,586.38
115	04/01/22	49,095.84	29,940.58	19,155.26	7,791,431.12
116	05/01/22	49,095.84	29,867.15	19,228.69	7,772,202.43
117	06/01/22	49,095.84	29,793.44	19,302.40	7,752,900.03
118	07/01/22	49,095.84	29,719.45	19,376.39	7,733,523.64
119	08/01/22	49,095.84	29,645.17	19,450.67	7,714,072.97
Balloon	09/01/22	7,743,643.58	29,570.61	7,714,072.97	0.00
120	09/01/22	0.00	0.00	0.00	0.00

Balloon