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ANTIGUA CANTINA & GRILL, INC.

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF CALIFORNIA
SACRAMENTO DIVISION

)	Case No. 15-29600-A-11
In re)	
)	
ANTIGUA CANTINA & GRILL, INC.)	DEBTOR'S SECOND AMENDED
)	DISCLOSURE STATEMENT,
Debtor and Debtor-in-Possession.)	DATED MAY 5, 2017 (OFFICIAL
)	FORM 25B)
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1 **I. INTRODUCTION**

2 This is the second amended disclosure statement (the “Disclosure Statement”) in the
3 chapter 11 case of Antigua Cantina & Grill, Inc. (the ADebtor@). This Disclosure Statement
4 contains information about the Debtor and describes the Second Amended Plan of Reorganization
5 (the “Plan”) filed by the Debtor on May 5, 2017. A full copy of the Plan is attached to this
6 Disclosure Statement as **Exhibit A**. Capitalized terms not otherwise defined herein shall have the
7 meaning assigned to such terms in the Plan.

8 *Your rights may be affected. You should read the Plan and this Disclosure Statement*
9 *carefully and discuss them with your attorney. If you do not have an attorney, you may wish to*
10 *consult one.*

11 The proposed distributions under the Plan are discussed at pages 8 through 25 of this
12 Disclosure Statement. General unsecured creditors are classified in Class 13, and will receive a
13 distribution of 100% of their allowed claims, to be distributed in equal monthly installments, with
14 any interest.

15 **A. Purpose of This Document**

16 This Disclosure Statement describes:

- 17 ! The Debtor and significant events during the bankruptcy case,
- 18 ! How the Plan proposes to treat claims or equity interests of the type you hold (i.e.,
19 what you will receive on your claim or equity interest if the plan is confirmed),
- 20 ! Who can vote on or object to the Plan,
- 21 ! What factors the Bankruptcy Court (the “Court”) will consider when deciding
22 whether to confirm the Plan,
- 23 ! Why Debtor believes the Plan is feasible, and how the treatment of your claim or
24 equity interest under the Plan compares to what you would receive on your claim or
25 equity interest in liquidation, and
- 26 ● The effect of confirmation of the Plan.

27 Be sure to read the Plan as well as the Disclosure Statement. This Disclosure Statement
28 describes the Plan, but it is the Plan itself that will, if confirmed, establish your rights.

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

1 The Court has not yet confirmed the Plan described in this Disclosure Statement. This
2 section describes the procedures pursuant to which the Plan will or will not be confirmed.

3 1. *Time and Place of the Hearing to Confirm the Plan*

4 The hearing at which the Court will determine whether to confirm the Plan will take place
5 on [_____], at [_____], in Courtroom 28, at the United States Bankruptcy Court
6 for the Eastern District of California, 501 I Street, Sacramento, California.

7 2. *Deadline For Voting to Accept or Reject the Plan*

8 If you are entitled to vote to accept or reject the plan, vote on the enclosed ballot and return
9 the ballot in the enclosed envelope to the Law Office of Noel Knight, 800 J Street, Suite 441,
10 Sacramento, CA 95814. See section IV.A. below for a discussion of voting eligibility
11 requirements.

12 Your ballot must be received by [_____] or it will not be counted.

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

14 Objections to the confirmation of the Plan must be filed with the Court and served upon
15 Debtor's counsel, the Office of the United States Trustee for the Eastern District of California and
16 any parties in this proceeding requesting special notice.

17 4. *Identity of Person to Contact for More Information*

18 If you want additional information about the Plan, you should contact Debtor's attorney.

19 **C. Disclaimer**

20 *The Court has approved this Disclosure Statement as containing adequate information*
21 *to enable parties affected by the Plan to make an informed judgment about its terms. The Court*
22 *has not yet determined whether the Plan meets the legal requirements for confirmation, and the*
23 *fact that the Court has approved this Disclosure Statement does not constitute an endorsement*
24 *of the Plan by the Court, or a recommendation that it be accepted.*

24 **II. BACKGROUND**

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

26 The Debtor is a California corporation, formed in November 2015 for the purpose of
27 owning and leasing the property commonly known as 2019 O Street, Sacramento, California (the
28 "O Street Property"). Felipe Olvera, Jr. is the sole shareholder and President of the Debtor.
Debtor is the successor in interest to 2019 O Street Investors, Inc. as to the O Street Property

1 (“2019 O Street Investors”) and it acquired such property in consideration for assumption of the
2 mortgage loan debt and judgment liens secured by the property. Felipe Olvera was also the sole
3 shareholder and President of 2019 O Street Investors. 2019 O Street Investors acquired the O
4 Street Property from another California corporation with the same name as the Debtor (“Antigua
5 Cantina I”) in or around February 2015. Antigua Cantina I operated bar and restaurant businesses
6 at the O Street Property and elsewhere throughout Sacramento from 2008 through 2014, when it
7 was dissolved. Mr. Olvera was the sole shareholder and President of Antigua Cantina I and all or
8 nearly all of the Debtor’s creditors were creditors of Antigua Cantina I.

9 Neither Debtor nor 2019 O Street Investors obtained the consent of creditors holding liens
10 against the O Street Property prior to the transfers. Mr. Olvera is also the sole shareholder of
11 Alley Katz Brewery & Restaurants, Inc. (“Alley Katz”), the tenant at the O Street Property which
12 previously operated a bar and restaurant in the O Street Property before subleasing the O Street
13 Property to Brig Bar & Grill, LLC.

14 **B. Insiders of the Debtor**

15 Debtor has the following insiders, as such term is defined under Section 101 of the Code:

16 1. Felipe Olvera, Jr. is the President of the Debtor and the sole member of its
17 Board of Directors. He also holds a 100% ownership interest in the Debtor.

18 **Management of the Debtor Before and During the Bankruptcy**

19 During the two years prior to the date on which the bankruptcy petition was filed, the
20 officer and director in control of the Debtor (the “Manager”) was Felipe Olvera, Jr.

21 The Manager of the Debtor during the Debtor’s chapter 11 case have been: Felipe Olvera,
22 Jr.

23 After the effective date of the order confirming the Plan, the director and officer managing
24 the Debtor (the “Post Confirmation Manager”), will be: Felipe Olvera, Jr.

25 The responsibilities and compensation of these Post Confirmation Manager are described
26 in Section III.D.2 of this Disclosure Statement.

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

28 In late 2015, Charles N. Travers IRA #887220801, the mortgage lender holding a first
priority deed of trust recorded against the O Street Property, began foreclosure proceedings against
such property and noticed a trustee sale for December 14, 2015. In order to ensure that the O

1 Street Property was not lost to foreclosure, Debtor was forced to file for bankruptcy protection
2 under Chapter 11 on December 14, 2015 (the "Petition Date")

3 **E. Significant Events During the Bankruptcy Case**

4 Following the Petition Date, the Debtor has managed its affairs as a debtor-in-possession
5 pursuant to 11 U.S.C. §§ 1107 and 1108.

6 On March 13 2016, the Debtor filed its proposed Disclosure Statement and Plan of
7 Reorganization.

8 On March 22, 2016, the Debtor filed its proposed First Amended Disclosure Statement and
9 Plan of Reorganization, in response to a few comments from the Office of the United States
10 Trustee. Debtor also filed its motion to approve such disclosure statement on the same date.
11 Such motion was denied, after a continuance, on June 28, 2016.

12 Recognizing that Alley Katz was not operating profitably enough to support a plan of
13 reorganization for the Debtor, Mr. Olvera made the decision to list the 2019 O Street Property for
14 sale in or around July 2016. On July 6, 2016, Debtor filed an ex parte application to approve the
15 employment of realtor David Herrera for purposes of listing 2019 O Street Property for sale. Mr.
16 Herrera subsequently placed the 2019 O Street Property on the market.

17 No written offers to purchase the 2019 O Street Property were received during the time
18 that it was on the market. There were a few verbal indications of interest, but, likely because of
19 the pending bankruptcy affecting the property, none of the prospective purchasers was interested
20 in paying more than \$900,000.00, an amount barely sufficient to satisfy the outstanding property
21 taxes and the mortgage loan secured by the property. A purchase price of at least \$1,200,000.00
22 would be required to satisfy the mortgage loan, property taxes and the face amount of all judgment
23 liens (without accounting for interest on such judgment liens). Mr. Olvera thus determined that a
24 sale of the 2019 O Street Property was not in the best interest of the creditors and the estate.

25 In view of the lack of interest in the 2019 O Street Property, Mr. Olvera instead decided
26 that a better course of action would be to sublease the 2019 O Street Property to a third-party
27 operator.
28

1 On or around November 28, 2016, Alley Katz also entered into a lease agreement,
2 effective January 1, 2017, pursuant to which Alley Katz subleased its leasehold interest in the
3 2019 O Street Property to Brig Bar & Grill, LLC (“Brig Bar”) on a 5-year lease with a monthly
4 rental payment of \$12,000.00, plus \$1,039.99 in property tax reimbursement, for a total rental
5 payment of \$13,039.99. Alley Katz allowed Brig Bar a total of four months free rent under such
6 lease agreement, with monthly rental payments to begin in May 2017.

7 In or around December 2016, Debtor entered into an informal, verbal stipulation for cash
8 collateral use and adequate protection with secured creditor Charles N. Travers, pursuant to which
9 Debtor paid the current property tax installment payments on the 2019 O Street Property and begin
10 making monthly adequate protection payments to Mr. Travers in the amount of \$6,250.00, which
11 is equal to the amount of interest accruing monthly on the principal balance of \$625,000 of the
12 loan at the non-default contract rate of 12% per annum. Mr. Olvera made several of such
13 payments from his own funds, given that the 2019 O Street Property was not producing rental
14 income at the time.

15 **F. Projected Recovery of Avoidable Transfers**

16 The Debtor has not yet completed its investigation with regard to prepetition transactions.
17 If you received a payment or other transfer within 90 days of the bankruptcy, or other transfer
18 avoidable under the Code, the Debtor may seek to avoid such transfer.

19 **G. Claims Objections**

20 Except to the extent that a claim is already allowed pursuant to a final non-appealable
21 order, the Debtor reserves the right to object to claims. Therefore, even if your claim is allowed
22 for voting purposes, you may not be entitled to a distribution if an objection to your claim is later
23 upheld. The procedures for resolving disputed claims are set forth in Article V of the Plan.

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

25 The identity and fair market value of the estate=s assets are listed in **Exhibit B**. The basis
26 of these estimates are the Debtor's books and records and the opinions of the Debtor's principals.

27 The most recent post-petition operating report filed since the commencement of the
28 Debtor’s bankruptcy case is set forth in **Exhibit C**.

1 **III. SUMMARY OF THE PLAN OF REORGANIZATION AND TREATMENT OF**
 2 **CLAIMS AND EQUITY INTERESTS**

3 **A. What is the Purpose of the Plan of Reorganization?**

4 As required by the Code, the Plan places claims and equity interests in various classes and
 5 describes the treatment each class will receive. The Plan also states whether each class of claims
 6 or equity interests is impaired or unimpaired. If the Plan is confirmed, your recovery will be
 7 limited to the amount provided by the Plan.

8 **B. Unclassified Claims**

9 Certain types of claims are automatically entitled to specific treatment under the Code.
 10 They are not considered impaired, and holders of such claims do not vote on the Plan. They may,
 11 however, object if, in their view, their treatment under the Plan does not comply with that required
 12 by the Code. As such, the Plan Proponent has not placed the following claims in any class:

13 1. *Administrative Expenses*

14 Administrative expenses are costs or expenses of administering the Debtor=s chapter 11
 15 case which are allowed under § 507(a)(2) of the Code. Administrative expenses also include the
 16 value of any goods sold to the Debtor in the ordinary course of business and received within 20
 17 days before the date of the bankruptcy petition. The Code requires that all administrative expenses
 18 be paid on the effective date of the Plan, unless a particular claimant agrees to a different
 19 treatment.

20 The following chart lists the Debtor=s estimated administrative expenses, and their
 21 proposed treatment under the Plan:

<u>Type</u>	<u>Estimated Amount Owed</u>	<u>Proposed Treatment</u>
Expenses Arising in the Ordinary Course of Business After the Petition Date		Paid in full on the effective date of the Plan, or according to terms of obligation if later
The Value of Goods Received in the Ordinary		Paid in full on the effective date of the Plan, or according to terms of obligation

Course of Business Within 20 Days Before the Petition Date		if later
Professional Fees, as approved by the Court.	\$5,000	Paid in full on the effective date of the Plan, or according to separate written agreement, or according to court order if such fees have not been approved by the Court on the effective date of the Plan
Clerk=s Office Fees		Paid in full on the effective date of the Plan
Other administrative expenses		Paid in full on the effective date of the Plan or according to separate written agreement
Office of the U.S. Trustee Fees		Paid in full on the effective date of the Plan
TOTAL	\$5,000.00	

2. *Priority Tax Claims*

Priority tax claims are unsecured income, employment, and other taxes described by § 507(a)(8) of the Code. Unless the holder of such a § 507(a)(8) priority tax claim agrees otherwise, it must receive the present value of such claim, in regular installments paid over a period not exceeding 5 years from the order of relief.

The following chart lists the Debtor=s estimated § 507(a)(8) priority tax claims and their proposed treatment under the Plan:

Description (name and type of tax)	Estimated Amount Owed	Date of Assessment	Treatment

Description (name and type of tax)	Estimated Amount Owed	Date of Assessment	Treatment
California Franchise Tax Board -Corporate Income Tax	\$800.00	2015	<p>The allowed priority claim of the California Franchise Tax Board shall be paid over five (5) years from the Effective Date of the Plan in equal monthly installments, with interest accruing at the rate of 4.75% per annum. On the first day of the month following the month in which the Effective Date of the Plan occurs, Debtor shall begin monthly payments, consisting of principal and interest, in the amount of \$15.01 on the California Franchise Tax Board's Corporate Income Tax Claim.</p> <p>The priority corporate income tax claim of the California Franchise Tax Board shall be paid in full within five (5) years of the Effective Date of the Plan.</p>
Internal Revenue Service – Corporate Income Tax	\$2,100.00	2012-2015	<p>The allowed priority claim of the Internal Revenue Service shall be paid over five (5) years from the Effective Date of the Plan in equal monthly installments, with interest accruing at the rate of 4.75% per annum. On the first day of the month following the month in which the Effective Date of the Plan occurs, Debtor shall begin monthly payments, consisting of principal and interest, in the amount of \$39.39.</p> <p>The priority corporate income tax claim of the Internal Revenue Service shall be paid in full within five (5) years of the Effective Date of the Plan.</p>
State of California Board of Equalization – Sales Tax	\$110,718.42	2013-2014	The allowed priority claim of the State of California Board of Equalization shall be paid over five

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Description (name and type of tax)	Estimated Amount Owed	Date of Assessment	Treatment
			(5) years from the Effective Date of the Plan in equal monthly installments, with interest accruing at the rate of 4.75% per annum. On the first day of the month following the month in which the Effective Date of the Plan occurs, Debtor shall begin monthly payments, consisting of principal and interest, in the amount of \$2,076.74 of the State of California Board of Equalization’s priority sales tax claim. The priority sales tax claim of the State of California Board of Equalization shall be paid in full within five (5) years of the Effective Date of the Plan.

C. Classes of Claims and Equity Interests

The following are the classes set forth in the Plan, and the proposed treatment that they will receive under the Plan:

1. *Classes of Secured Claims*

Allowed Secured Claims are claims secured by property of the Debtor=s bankruptcy estate (or that are subject to setoff) to the extent allowed as secured claims under § 506 of the Code. If the value of the collateral or setoffs securing the creditor’s claim is less than the amount of the creditor’s allowed claim, the deficiency will be classified as a general unsecured claim.

The following chart lists all classes containing Debtor=s secured prepetition claims and their proposed treatment under the Plan:

<u>Class #</u>	<u>Description</u>	Insider? (Yes or No)	Impairment	Treatment

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1	Secured Claim of the Sacramento County Assessor secured by a property tax lien on 2019 O Street, Sacramento, California.	No	Impaired	<p>The Class 1 Secured Claim of the Sacramento County Assessor is in the amount of approximately \$102,804.32.</p> <p>The Allowed Secured Claim of the Sacramento County Assessor shall be paid over five (5) years from the Effective Date of the Plan in equal monthly installments, with interest accruing at the rate of 4.75% per annum. On the first day of the month following the month in which the Effective Date of the Plan occurs, Debtor shall begin monthly payments in the amount of \$1,928.29 on the Sacramento County Assessor's Class 1 secured claim. The Sacramento County Assessor's Class 1 claim shall be paid in full within five (5) years of the Effective Date of the Plan.</p> <p>The Sacramento County Assessor shall retain its lien on the subject property unaffected by the Plan.</p>
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2	Secured Claim of Charles N. Travers IRA #887220801 secured by first priority deed of trust on 2019 O Street, Sacramento, California.	No	Impaired	<p>The Class 2 Secured Claim of Charles N. Travers IRA #887220801 (“Travers IRA”) is in the amount of approximately \$797,761.48.</p> <p>The Class 2 Claim of Travers IRA shall be unaffected by the Plan except that its maturity date shall be extended for two (2) years from the Effective Date of the Plan. Following the Effective Date of the Plan, Debtor shall continue to make monthly, interest-only, payments to Travers IRA at the non-default contract rate of \$6,250.00.</p> <p>Charles N. Travers IRA #887220801 shall retain its lien on the subject property unaffected by the Plan.</p>
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3	Secured Claim of Juan Carlos Rivera Leon secured by a judgment lien on 2019 O Street, Sacramento, California.	No	Impaired	<p>The Class 3 Secured Claim of Juan Carlos Rivera Leon is in the amount of approximately \$2,014.10.</p> <p>Such amount shall be amortized over twenty five (25) years, with interest accruing at the rate of 4.25% per annum. On the first day of the month following the month in which the Effective Date of the Plan occurs, Debtor shall begin monthly payments, consisting of principal and interest, in the amount of \$10.91 on Juan Carlo Rivera Leon's Class 3 Secured Claim. Such monthly payments shall continue until this Class 3 Secured Claim is paid in full.</p> <p>Juan Carlos Rivera Leon shall retain his lien on the subject property unaffected by the Plan.</p>
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4	Secured Claim of Geronimo Avelar secured by a judgment lien on 2019 O Street, Sacramento, California.	No	Impaired	<p>The Class 4 Secured Claim of Geronimo Avelar is in the amount of approximately \$95,168.24.</p> <p>Such amount shall be amortized over twenty-five (25) years, with interest accruing at the rate of 4.25% per annum. On the first day of the month following the month in which the Effective Date of the Plan occurs, Debtor shall begin monthly payments, consisting of principal and interest, in the amount of \$504.46 on the Class 4 Secured Claim of Geronimo Avelar. Such monthly payments shall continue until this Class 4 Secured Claim is paid in full.</p> <p>Geronimo Avelar shall retain his lien on the subject property unaffected by the Plan.</p>
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5	Secured Claim of the California Labor Commissioner secured by a judgment lien on 2019 O Street, Sacramento, California.	No	Impaired	<p>The Class 5 Secured Claim of the California Labor Commissioner is in the amount of approximately \$97,063.00.</p> <p>Such amount shall be amortized over twenty five (25) years, with interest accruing at the rate of 4.25% per annum. On the first day of the month following the month in which the Effective Date of the Plan occurs, Debtor shall begin monthly payments, consisting of principal and interest, in the amount of \$525.83 on the Class 5 Secured Claim of the California Labor Commissioner. Such monthly payments shall continue until this Class 5 Secured Claim is paid in full.</p> <p>The California Labor Commissioner shall retain its lien on the subject property unaffected by the Plan.</p>
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6	Secured Claim of US Foods, Inc. secured by a judgment lien on 2019 O Street, Sacramento, California.	No	Impaired	<p>The Class 6 Secured Claim of US Foods, Inc. is in the amount of approximately \$14,138.65.</p> <p>Such amount shall be amortized over twenty five (25) years, with interest accruing at the rate of 4.25% per annum. On the first day of the month following the month in which the Effective Date of the Plan occurs, Debtor shall begin monthly payments, consisting of principal and interest, in the amount of \$76.59 on the Class 6 Secured Claim of US Foods, Inc. Such monthly payments shall continue until this Class 6 Secured Claim is paid in full.</p> <p>US Foods, Inc. shall retain its lien on the subject property unaffected by the Plan.</p>
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7	Secured Claim of the State of California Labor Commissioner Chief secured by a judgment lien on 2019 O Street, Sacramento, California	No	Impaired	<p>The Class 7 Secured Claim of the State of California Labor Commissioner Chief is in the amount of approximately \$10,000.00.</p> <p>Such amount shall be amortized over twenty five (25) years, with interest accruing at the rate of 4.25% per annum. On the first day of the month following the month in which the Effective Date of the Plan occurs, Debtor shall begin monthly payments, consisting of principal and interest, in the amount of \$54.17 on the Class 7 Secured Claim of the State of California Labor Commissioner Chief. Such monthly payments shall continue until this Class 7 Secured Claim is paid in full.</p> <p>The State of California Labor Commissioner Chief shall retain its lien on the subject property unaffected by the Plan.</p>
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8	Secured Claim of the California Labor Commissioner secured by a penalty lien on 2019 O Street, Sacramento, California.	No	Impaired	<p>The Class 8 Secured Claim of the California Labor Commissioner is in the amount of approximately \$28,944.86.</p> <p>Such amount shall be amortized over twenty five (25) years, with interest accruing at the rate of 4.25% per annum. On the first day of the month following the month in which the Effective Date of the Plan occurs, Debtor shall begin monthly payments, consisting of principal and interest, in the amount of \$156.81 on the Class 8 Secured Claim of the California Labor Commissioner. Such monthly payments shall continue until this Class 8 Secured Claim is paid in full.</p> <p>The California Labor Commissioner shall retain its lien on the subject property unaffected by the Plan.</p>
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9	Secured Claim of the California Employment Development Department secured by a tax lien on 2019 O Street, Sacramento, California	No	Impaired	<p>The Class 9 Secured Claim of the California Employment Development Department is in the amount of approximately \$1,056.69.</p> <p>Such amount shall be amortized over twenty five (25) years, with interest accruing at the rate of 4.25% per annum. On the first day of the month following the month in which the Effective Date of the Plan occurs, Debtor shall begin monthly payments, consisting of principal and interest, in the amount of \$5.72 on the Class 9 Secured Claim of the California Labor Commissioner. Such monthly payments shall continue until this Class 9 Secured Claim is paid in full.</p> <p>The California Employment Development Department shall retain its lien on the subject property unaffected by the Plan.</p>
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10	Secured Claim of the California Employment Development Department secured by a tax lien on 2019 O Street, Sacramento, California.	No	Impaired	<p>The Class 10 Secured Claim of the California Employment Development Department is in the amount of approximately \$833.61.</p> <p>Such amount shall be amortized over twenty five (25) years, with interest accruing at the rate of 4.25% per annum. On the first day of the month following the month in which the Effective Date of the Plan occurs, Debtor shall begin monthly payments, consisting of principal and interest, in the amount of \$4.52 on the Class 10 Secured Claim of the California Employment Development Department. Such monthly payments shall continue until this Class 10 Secured Claim is paid in full.</p> <p>The California Employment Development Department shall retain its lien on the subject property unaffected by the Plan.</p>
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11	Secured Claim of the California Employment Development Department secured by a tax lien on 2019 O Street, Sacramento, California.	No	Impaired	<p>The Class 11 Secured Claim of the California Employment Development Department is in the amount of approximately \$1,632.75.</p> <p>Such amount shall be amortized over twenty five (25) years, with interest accruing at the rate of 4.25% per annum. On the first day of the month following the month in which the Effective Date of the Plan occurs, Debtor shall begin monthly payments, consisting of principal and interest, in the amount of \$8.85 on the Class 11 Secured Claim of the California Employment Development Department. Such monthly payments shall continue until this Class 11 Secured Claim is paid in full.</p> <p>The California Employment Development Department shall retain its lien on the subject property unaffected by the Plan.</p>
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12	Secured Claim of the California Employment Development Department secured by a tax lien on 2019 O Street, Sacramento, California.	No	Impaired	<p>The Class 12 Secured Claim of the California Employment Development Department is in the amount of approximately \$1,632.75.</p> <p>Such amount shall be amortized over twenty five (25) years, with interest accruing at the rate of 4.25% per annum. On the first day of the month following the month in which the Effective Date of the Plan occurs, Debtor shall begin monthly payments, consisting of principal and interest, in the amount of \$8.85 on the Class 12 Secured Claim of the California Employment Development Department. Such monthly payments shall continue until this Class 12 Secured Claim is paid in full.</p> <p>The California Employment Development Department shall retain its lien on the subject property unaffected by the Plan.</p>
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2. *Classes of Priority Unsecured Claims*

Certain priority claims that are referred to in §§ 507(a)(1), (4), (5), (6), and (7) of the Code are required to be placed in classes. The Code requires that each holder of such a claim receive cash on the effective date of the Plan equal to the allowed amount of such claim. However, a class of holders of such claims may vote to accept different treatment.

The following chart lists all classes containing claims under §§ 507(a)(1), (4), (5), (6), and (a)(7) of the Code and their proposed treatment under the Plan:

Class #	Description	Impairment	Treatment
None			

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3. *Classes of General Unsecured Claims*

General unsecured claims are not secured by property of the estate and are not entitled to priority under § 507(a) of the Code.

The following chart identifies the Plan's proposed treatment of Classes 5 through 6, which contain unsecured claims against the Debtor:

Class #	Description	Impairment	Treatment
13	General Unsecured Class	Impaired	<p>Debtor estimates that the total amount of Class 13 general unsecured claims to be approximately \$8,208.52, consisting solely of the allowed unsecured claim of the Sacramento Municipal Utility District.</p> <p>The Debtor shall repay 100% of Allowed Unsecured Claims in equal monthly installments over five (5) years from the Effective Date of the Plan. Interest on Allowed Unsecured Claims shall accrue at the rate of 4.25% per annum.</p> <p>On the first day of the month following the month in which the Effective Date of the Plan occurs, Debtor shall begin monthly payments, consisting of principal and interest, in the amount of \$152.10 on Class 13 general unsecured claims. Such payments shall continue until the Class 13 general unsecured claims are paid in full.</p>

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4. *Class of Equity Interest Holders*

Equity interest holders are parties who hold an ownership interest (i.e., equity interest) in the Debtor. In a corporation, entities holding preferred or common stock are equity interest holders. In a partnership, equity interest holders include both general and limited partners. In a limited liability company ("LLC"), the equity interest holders are the members. Finally, with respect to an individual who is a debtor, the Debtor is the equity interest holder.

1 The following chart sets forth the Plan's proposed treatment of the classes of equity
2 interest holders:

3 Class #	4 Description	5 Impairment	6 Treatment
7 14	Equity interest holders	Unimpaired	Debtor's shareholders shall retain their interests in the Debtor.

8 **D. Means of Implementing the Plan**

9 1. *Source of Payments*

10 Payments and distributions under the Plan will be funded by the following:

11 Debtor shall fund the Plan with the proceeds and profits of leasing the O Street Property.

12 2. *Post-confirmation Management*

13 The Post-Confirmation Managers of the Debtor, and their compensation, shall be as
14 follows:

15 Name	16 Insider (yes or no)?	17 Position	18 Compensation
19 Felipe Olvera, Jr.	Yes	President	None

20 **E. Risk Factors**

21 The proposed Plan has the following risks:

22 Debtor's operations are subject to the volatility and fluctuations in price and demand
23 inherent in the commercial real estate market in Sacramento, California. If Debtor's existing
24 tenant defaults on its lease obligations and Debtor is unable to replace such tenant with another
25 lessee at a similar rental rate, Debtor's operations may suffer and Debtor may default on the Plan.

26 **F. Executory Contracts and Unexpired Leases**

27 The Plan, in Section 6.01, lists all executory contracts and unexpired leases that the Debtor
28 will assume under the Plan. Assumption means that the Debtor has elected to continue to perform
the obligations under such contracts and unexpired leases, and to cure defaults of the type that
must be cured under the Code, if any. Section 6.01 also lists how the Debtor will cure and
compensate the other party to such contract or lease for any such defaults.

1 If you object to the assumption of your unexpired lease or executory contract, the proposed
2 cure of any defaults, or the adequacy of assurance of performance, you must file and serve your
3 objection to the Plan within the deadline for objecting to the confirmation of the Plan, unless the
4 Court has set an earlier time.

5 All executory contracts and unexpired leases that are not listed in Section 6.01 will be
6 rejected under the Plan. Consult your adviser or attorney for more specific information about
7 particular contracts or leases.

8 If you object to the rejection of your contract or lease, you must file and serve your
9 objection to the Plan within the deadline for objecting to the confirmation of the Plan.

10 **G. Tax Consequences of Plan**

11 Creditors and Equity Interest Holders Concerned with How the Plan May Affect Their Tax
12 Liability Should Consult with Their Own Accountants, Attorneys, And/Or Advisors.

13 The following are the anticipated tax consequences of the Plan:

14 There are no likely adverse tax consequences to any class of creditors as a result of the
15 confirmation of the Plan except if a member of a class has previously written off an obligation of
16 the Debtor.

17 **IV. CONFIRMATION REQUIREMENTS AND PROCEDURES**

18 To be confirmable, the Plan must meet the requirements listed in §§ 1129(a) or (b) of the
19 Code. These include the requirements that: the Plan must be proposed in good faith; at least one
20 impaired class of claims must accept the plan, without counting votes of insiders; the Plan must
21 distribute to each creditor and equity interest holder at least as much as the creditor or equity
22 interest holder would receive in a chapter 7 liquidation case, unless the creditor or equity interest
23 holder votes to accept the Plan; and the Plan must be feasible. These requirements are not the only
24 requirements listed in § 1129, and they are not the only requirements for confirmation.

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

26 Any party in interest may object to the confirmation of the Plan if the party believes that
27 the requirements for confirmation are not met.
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1 Many parties in interest, however, are not entitled to vote to accept or reject the Plan. A
2 creditor or equity interest holder has a right to vote for or against the Plan only if that creditor or
3 equity interest holder has a claim or equity interest that is both (1) allowed or allowed for voting
4 purposes and (2) impaired.

5 In this case, the Plan Proponent believes that classes are impaired and that holders of
6 claims in each of these classes are therefore entitled to vote to accept or reject the Plan. The Plan
7 Proponent believes that no class is unimpaired.

8 1. *What Is an Allowed Claim or an Allowed Equity Interest?*

9 Only a creditor or equity interest holder with an allowed claim or an allowed equity
10 interest has the right to vote on the Plan. Generally, a claim or equity interest is allowed if either
11 (1) the Debtor has scheduled the claim on the Debtor=s schedules, unless the claim has been
12 scheduled as disputed, contingent, or unliquidated, or (2) the creditor has filed a proof of claim or
13 equity interest, unless an objection has been filed to such proof of claim or equity interest. When a
14 claim or equity interest is not allowed, the creditor or equity interest holder holding the claim or
15 equity interest cannot vote unless the Court, after notice and hearing, either overrules the objection
16 or allows the claim or equity interest for voting purposes pursuant to Rule 3018(a) of the Federal
17 Rules of Bankruptcy Procedure.

18 The deadline for filing a proof of claim in this case is April 18, 2016.

19 2. *What Is an Impaired Claim or Impaired Equity Interest?*

20 As noted above, the holder of an allowed claim or equity interest has the right to vote only
21 if it is in a class that is impaired under the Plan. As provided in § 1124 of the Code, a class is
22 considered impaired if the Plan alters the legal, equitable, or contractual rights of the members of
23 that class.

24 3. *Who is **Not** Entitled to Vote*

25 The holders of the following five types of claims and equity interests are not entitled to
26 vote:

- 27 • holders of claims and equity interests that have been disallowed by an order of the
28 Court;
- holders of other claims or equity interests that are not “allowed claims” or “allowed
equity interests” (as discussed above), unless they have been “allowed” for voting
purposes.
- holders of claims or equity interests in unimpaired classes;

- holders of claims entitled to priority pursuant to §§ 507(a)(2), (a)(3), and (a)(8) of the Code; and
- administrative expenses.

Even If You Are Not Entitled to Vote on the Plan, You Have a Right to Object to the Confirmation of the Plan.

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

A creditor whose claim has been allowed in part as a secured claim and in part as an unsecured claim, or who otherwise hold claims in multiple classes, is entitled to accept or reject a Plan in each capacity, and should cast one ballot for each claim.

B. Votes Necessary to Confirm the Plan

If impaired classes exist, the Court cannot confirm the Plan unless (1) at least one impaired class of creditors has accepted the Plan without counting the votes of any insiders within that class, and (2) all impaired classes have voted to accept the Plan, unless the Plan is eligible to be confirmed by Acram down@ on non-accepting classes, as discussed later in Section B.2..

1. *Votes Necessary for a Class to Accept the Plan*

A class of claims accepts the Plan if both of the following occur: (1) the holders of more than one-half (1/2) of the allowed claims in the class, who vote, cast their votes to accept the Plan, and (2) the holders of at least two-thirds (2/3) in dollar amount of the allowed claims in the class, who vote, cast their votes to accept the Plan.

A class of equity interests accepts the Plan if the holders of at least two-thirds (2/3) in amount of the allowed equity interests in the class, who vote, cast their votes to accept the Plan.

2. *Treatment of Nonaccepting Classes*

Even if one or more impaired classes reject the Plan, the Court may nonetheless confirm the Plan if the nonaccepting classes are treated in the manner prescribed by § 1129(b) of the Code. A plan that binds nonaccepting classes is commonly referred to as a Acram down@ plan. The Code allows the Plan to bind nonaccepting classes of claims or equity interests if it meets all the requirements for consensual confirmation except the voting requirements of § 1129(a)(8) of the Code, does not Adiscriminate unfairly,@ and is Afair and equitable@ toward each impaired class that has not voted to accept the Plan.

You should consult your own attorney if a Acramdown@ confirmation will affect your claim or equity interest, as the variations on this general rule are numerous and complex.

1 C. **Liquidation Analysis**

2 To confirm the Plan, the Court must find that all creditors and equity interest holders who
3 do not accept the Plan will receive at least as much under the Plan as such claim and equity
4 interest holders would receive in a chapter 7 liquidation. A liquidation analysis is attached to this
5 Disclosure Statement as **Exhibit D**.

6 D. **Feasibility**

7 The Court must find that confirmation of the Plan is not likely to be followed by the
8 liquidation, or the need for further financial reorganization, of the Debtor or any successor to the
9 Debtor, unless such liquidation or reorganization is proposed in the Plan.

10 1. *Ability to Initially Fund Plan*

11 The Plan Proponent believes that the Debtor will have enough cash on hand on the
12 effective date of the Plan to pay all the claims and expenses that are entitled to be paid on that
13 date.

14 2. *Ability to Make Future Plan Payments And Operate Without Further
15 Reorganization*

16 The Plan Proponent must also show that it will have enough cash over the life of the Plan
17 to make the required Plan payments.

18 The Plan Proponent has provided projected financial information. Those projections are
19 listed in **Exhibit E**.

20 The Plan Proponent's financial projections show that the Debtor will have an aggregate
21 annual average cash flow, after paying operating expenses and post-confirmation taxes, of
22 \$101,689. The final Plan payment is expected to be paid in August 2041.

23 ***You Should Consult with Your Accountant or other Financial Advisor If You Have Any
24 Questions Pertaining to These Projections.***

24 **V. EFFECT OF CONFIRMATION OF PLAN**

25 A. **DISCHARGE OF DEBTOR**

26 Discharge. On the effective date of the Plan, the Debtor shall be discharged from any debt
27 that arose before confirmation of the Plan, subject to the occurrence of the effective date, to the
28 extent specified in § 1141(d)(1)(A) of the Code, except that the Debtor shall not be discharged of
any debt (i) imposed by the Plan, (ii) of a kind specified in § 1141(d)(6)(A) if a timely complaint

1 was filed in accordance with Rule 4007(c) of the Federal Rules of Bankruptcy Procedure, or (iii)
2 of a kind specified in § 1141(d)(6)(B). After the effective date of the Plan your claims against the
3 Debtor will be limited to the debts described in clauses (i) through (iii) of the preceding sentence.

4 **B. Modification of Plan**

5 The Plan Proponent may modify the Plan at any time before confirmation of the Plan.
6 However, the Court may require a new disclosure statement and/or revoting on the Plan.
7 The Plan Proponent may also seek to modify the Plan at any time after confirmation only if (1) the
8 Plan has not been substantially consummated and (2) the Court authorizes the proposed
9 modifications after notice and a hearing.

10 **C. Final Decree**

11 Once the estate has been fully administered, as provided in Rule 3022 of the Federal Rules
12 of Bankruptcy Procedure, the Plan Proponent, or such other party as the Court shall designate in
13 the Plan Confirmation Order, shall file a motion with the Court to obtain a final decree to close the
14 case. Alternatively, the Court may enter such a final decree on its own motion.

15 Respectfully submitted,

16
17 LAW OFFICES OF NOEL KNIGHT

18
19 By: /s/ Noel Knight
20 Noel Knight, Attorney for Debtor ANTIGUA
21 CANTINA & GRILL, INC.
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EXHIBITS

EXHIBIT “A”

1 **Noel Knight SBN #223821**
2 **Law Offices of Noel Knight**
3 800 J Street, Suite 441
4 Sacramento, CA 95814
5 Telephone: (510) 435-9210
6 Facsimile: (510) 281-6889
7 Email: lawknight@hotmail.com

8 Attorney for Debtor
9 ANTIGUA CANTINA & GRILL, INC.

10 **UNITED STATES BANKRUPTCY COURT**
11 **EASTERN DISTRICT OF CALIFORNIA**
12 **SACRAMENTO DIVISION**

13 In re) Case No. 15-29600-A-11
14)
15 ANTIGUA CANTINA & GRILL, INC.) **DEBTOR'S SECOND AMENDED**
16) **PLAN OF REORGANIZATION,**
17 Debtor and Debtor-in-Possession.) **DATED MAY 5, 2017 (OFFICIAL**
18) **FORM 25A)**
19)
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29 ANTIGUA CANTINA & GRILL, INC., debtor and debtor-in-possession (the "Debtor"), is
30 the proponent of this First Amended Chapter 11 Plan of Reorganization filed in the above-
31 captioned Chapter 11 case.

32 **ARTICLE I**
33 **SUMMARY**

34 This Plan of Reorganization (the "Plan") under chapter 11 of the Bankruptcy Code (the
35 "Code") proposes to pay creditors of the Debtor from future income derived from leasing the
36 Debtor's real property located at 2019 O Street, Sacramento, California.

37 This Plan provides for twelve (12) classes of secured claims; one (1) class of unsecured
38 claims; and one (1) class of equity security holders. Unsecured creditors holding allowed claims

1 will receive distributions, which the Debtor has valued at 100 cents on the dollar. This Plan also
2 provides for the payment of administrative and priority claims. Administrative claims will be
3 paid in full on the Effective Date of this Plan, except as otherwise agreed by the holders of any
4 such claims.

5 All creditors and equity security holders should refer to Articles III through VI of this Plan
6 for information regarding the precise treatment of their claim. A disclosure statement that
7 provides more detailed information regarding this Plan and the rights of creditors and equity
8 security holders has been circulated with this Plan. Your rights may be affected. You should read
9 these papers carefully and discuss them with your attorney, if you have one. (If you do not have an
10 attorney, you may wish to consult one.)

11 **ARTICLE II**

12 **CLASSIFICATION OF CLAIMS AND INTERESTS**

13 2.01 Class 1. The claim of the Sacramento County Tax Collector (Property Tax
14 Lien) as to 2019 O Street, Sacramento, California, to the extent allowed as a secured claim under
15 § 506 of the Code.

16 2.02 Class 2. The claim of Charles N. Travers IRA #887220801 (1st Priority Deed
17 of Trust) as to 2019 O Street, Sacramento, California, to the extent allowed as a secured claim
18 under § 506 of the Code.

19 2.03 Class 3. The claim of Juan Carlos Rivera Leon (Judgment Lien) as to 2019 O
20 Street, Sacramento, California, to the extent allowed as a secured claim under § 506 of the Code.

21 2.04 Class 4. The claim of Geronimo Avelar (Judgment Lien) as to 2019 O Street,
22 Sacramento, California, to the extent allowed as, a secured claim under § 506 of the Code.

23 2.05 Class 5. The claim of the California Labor Commissioner (Judgment Lien) as
24 to 2019 O Street, Sacramento, California, to the extent allowed as a secured claim under § 506 of
25 the Code.

26 2.06 Class 6. The claim of US Foods, Inc. (Judgment Lien) as to 2019 O Street,
27 Sacramento, California, to the extent allowed as a secured claim under § 506 of the Code.

28 2.07 Class 7. The claim of the State of California Labor Commissioner Chief
(Judgment Lien) as to 2019 O Street, Sacramento, California, to the extent allowed as a secured
claim under § 506 of the Code.

1 2.08 Class 8. The claim of the California Labor Commissioner (Penalty Lien) as
2 to 2019 O Street, Sacramento, California, to the extent allowed as, a secured claim under § 506 of
3 the Code.

4 2.09 Class 9. The claim of the California Employment Development Department
5 (Tax Lien) as to 2019 O Street, Sacramento, California, to the extent allowed as a secured
6 claim under § 506 of the Code.

7 2.10 Class 10. The claim of the California Employment Development Department
8 (Tax Lien) as to 2019 O Street, Sacramento, California, to the extent allowed as a secured
9 claim under § 506 of the Code.

10 2.11 Class 11. The claim of the California Employment Development Department
11 (Tax Lien) as to 2019 O Street, Sacramento, California, to the extent allowed as a secured
12 claim under § 506 of the Code.

13 2.12 Class 12. The claim of the California Employment Development Department
14 (Tax Lien) as to 2019 O Street, Sacramento, California, to the extent allowed as a secured
15 claim under § 506 of the Code.

16 2.13 Class 13. All unsecured claims allowed under § 502 of the Code.

17 2.14 Class 14. Equity interests of the Debtor.

18 **ARTICLE III**

19 **TREATMENT OF ADMINISTRATIVE EXPENSE CLAIMS,**
20 **U.S. TRUSTEES FEES, AND PRIORITY TAX CLAIMS**

21 3.01 Unclassified Claims. Under section §1123(a)(1), administrative expense claims,
22 and priority tax claims are not in classes.

23 3.02 Administrative Expense Claims. Each holder of an administrative expense claim
24 allowed under § 503 of the Code will be paid in full on the effective date of this Plan (as defined
25 in Article VII), in cash, or upon such other terms as may be agreed upon by the holder of the claim
26 and the Debtor.

27 3.03 Priority Tax Claims. Each holder of a priority tax claim will be paid in full within
28 five (5) years of the Effective Date of the Plan in accordance with § 1129(a)(9)(C) of the Code.

3.04 United States Trustee Fees. All fees required to be paid by 28 U.S.C. §1930(a)(6)

(U.S. Trustee Fees) 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.

ARTICLE IV

TREATMENT OF CLAIMS AND INTERESTS UNDER THE PLAN

4.01 Claims and interests shall be treated as follows under this Plan:

Class	Impairment	Treatment
Class 1 - Secured Claim of the Sacramento County Assessor secured by a property tax lien on 2019 O Street, Sacramento, California.	Impaired	<p>The Class 1 Secured Claim of the Sacramento County Assessor is in the amount of approximately \$102,804.32.</p> <p>The Allowed Secured Claim of the Sacramento County Assessor shall be paid over five (5) years from the Effective Date of the Plan in equal monthly installments, with interest accruing at the rate of 4.75% per annum. On the first day of the month following the month in which the Effective Date of the Plan occurs, Debtor shall begin monthly payments in the amount of \$1,928.29 on the Sacramento County Assessor’s Class 1 secured claim. The Sacramento County Assessor’s Class 1 claim shall be paid in full within five (5) years of the Effective Date of the Plan.</p> <p>The Sacramento County Assessor shall retain its lien on the subject property unaffected by the Plan.</p>

<p>1 Class 2 - Secured 2 Claim of Charles 3 N. Travers IRA 4 #887220801 5 secured by first 6 priority deed of 7 trust on 2019 O 8 Street, 9 Sacramento, 10 California.</p>	<p>Impaired</p>	<p>The Class 2 Secured Claim of Charles N. Travers IRA #887220801 is in the amount of approximately \$797,761.48.</p> <p>The Class 2 Claim of Travers IRA shall be unaffected by the Plan except that its maturity date shall be extended for two (2) years from the Effective Date of the Plan. Following the Effective Date of the Plan, Debtor shall continue to make monthly, interest-only, payments to Travers IRA at the non-default contract rate of \$6,250.00.</p> <p>Charles N. Travers IRA #887220801 shall retain its lien on the subject property unaffected by the Plan.</p>
<p>11 Class 3 – Secured 12 Claim of Juan 13 Carlos Rivera 14 Leon secured by a 15 judgment lien on 16 2019 O Street, 17 Sacramento, 18 California.</p>	<p>Impaired</p>	<p>The Class 3 Secured Claim of Juan Carlos Rivera Leon is in the amount of approximately \$2,014.10.</p> <p>Such amount shall be amortized over twenty five (25) years, with interest accruing at the rate of 4.25% per annum. On the first day of the month following the month in which the Effective Date of the Plan occurs, Debtor shall begin monthly payments, consisting of principal and interest, in the amount of \$10.91 on Juan Carlo Rivera Leon’s Class 3 Secured Claim. Such monthly payments shall continue until this Class 3 Secured Claim is paid in full.</p> <p>Juan Carlos Rivera Leon shall retain his lien on the subject property unaffected by the Plan.</p>
<p>20 Class 4 - Secured 21 Claim of 22 Geronimo Avelar 23 secured by a 24 judgment lien on 25 2019 O Street, 26 Sacramento, 27 California.</p>	<p>Impaired</p>	<p>The Class 4 Secured Claim of Geronimo Avelar is in the amount of approximately \$95,168.24.</p> <p>Such amount shall be amortized over twenty five (25) years, with interest accruing at the rate of 4.25% per annum. On the first day of the month following the month in which the Effective Date of the Plan occurs, Debtor shall begin monthly payments, consisting of principal and interest, in the amount of \$504.46 on the Class 4 Secured Claim of Geronimo Avelar. Such monthly payments shall continue until this Class 4 Secured Claim is paid in full.</p> <p>Geronimo Avelar shall retain his lien on the subject property unaffected by the Plan.</p>

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<p>Class 5 - Secured Claim of the California Labor Commissioner secured by a judgment lien on 2019 O Street, Sacramento, California.</p>	<p>Impaired</p>	<p>The Class 5 Secured Claim of the California Labor Commissioner is in the amount of approximately \$97,063.00.</p> <p>Such amount shall be amortized over twenty five (25) years, with interest accruing at the rate of 4.25% per annum. On the first day of the month following the month in which the Effective Date of the Plan occurs, Debtor shall begin monthly payments, consisting of principal and interest, in the amount of \$525.83 on the Class 5 Secured Claim of the California Labor Commissioner. Such monthly payments shall continue until this Class 5 Secured Claim is paid in full.</p> <p>The California Labor Commissioner shall retain its lien on the subject property unaffected by the Plan.</p>
<p>Class 6 - Secured Claim of US Foods, Inc. secured by a judgment lien on 2019 O Street, Sacramento, California.</p>	<p>Impaired</p>	<p>The Class 6 Secured Claim of US Foods, Inc. is in the amount of approximately \$14,138.65.</p> <p>Such amount shall be amortized over twenty five (25) years, with interest accruing at the rate of 4.25% per annum. On the first day of the month following the month in which the Effective Date of the Plan occurs, Debtor shall begin monthly payments, consisting of principal and interest, in the amount of \$76.59 on the Class 6 Secured Claim of US Foods, Inc. Such monthly payments shall continue until this Class 6 Secured Claim is paid in full.</p> <p>US Foods, Inc. shall retain its lien on the subject property unaffected by the Plan.</p>

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<p>Class 7 - Secured Claim of the State of California Labor Commissioner Chief secured by a judgment lien on 2019 O Street, Sacramento, California.</p>	<p>Impaired.</p>	<p>The Class 7 Secured Claim of the State of California Labor Commissioner Chief is in the amount of approximately \$10,000.00.</p> <p>Such amount shall be amortized over twenty five (25) years, with interest accruing at the rate of 4.25% per annum. On the first day of the month following the month in which the Effective Date of the Plan occurs, Debtor shall begin monthly payments, consisting of principal and interest, in the amount of \$54.17 on the Class 7 Secured Claim of the State of California Labor Commissioner Chief. Such monthly payments shall continue until this Class 7 Secured Claim is paid in full.</p> <p>The State of California Labor Commissioner Chief shall retain its lien on the subject property unaffected by the Plan.</p>
<p>Class 8 - Secured Claim of the California Labor Commissioner secured by a penalty lien on 2019 O Street, Sacramento, California.</p>	<p>Impaired.</p>	<p>The Class 8 Secured Claim of the California Labor Commissioner is in the amount of approximately \$28,944.86.</p> <p>Such amount shall be amortized over twenty five (25) years, with interest accruing at the rate of 4.25% per annum. On the first day of the month following the month in which the Effective Date of the Plan occurs, Debtor shall begin monthly payments, consisting of principal and interest, in the amount of \$156.81 on the Class 8 Secured Claim of the California Labor Commissioner. Such monthly payments shall continue until this Class 8 Secured Claim is paid in full.</p> <p>The California Labor Commissioner shall retain its lien on the subject property unaffected by the Plan.</p>

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<p>Class 9 - Secured Claim of the California Employment Development Department secured by a tax lien on 2019 O Street, Sacramento, California.</p>	<p>Impaired.</p>	<p>The Class 9 Secured Claim of the California Employment Development Department is in the amount of approximately \$1,056.69.</p> <p>Such amount shall be amortized over twenty five (25) years, with interest accruing at the rate of 4.25% per annum. On the first day of the month following the month in which the Effective Date of the Plan occurs, Debtor shall begin monthly payments, consisting of principal and interest, in the amount of \$5.72 on the Class 9 Secured Claim of the California Labor Commissioner. Such monthly payments shall continue until this Class 9 Secured Claim is paid in full.</p> <p>The California Employment Development Department shall retain its lien on the subject property unaffected by the Plan.</p>
<p>Class 10 - Secured Claim of the California Employment Development Department secured by a tax lien on 2019 O Street, Sacramento, California.</p>	<p>Impaired.</p>	<p>The Class 10 Secured Claim of the California Employment Development Department is in the amount of approximately \$833.61.</p> <p>Such amount shall be amortized over twenty five (25) years, with interest accruing at the rate of 4.25% per annum. On the first day of the month following the month in which the Effective Date of the Plan occurs, Debtor shall begin monthly payments, consisting of principal and interest, in the amount of \$4.52 on the Class 10 Secured Claim of the California Employment Development Department. Such monthly payments shall continue until this Class 10 Secured Claim is paid in full.</p> <p>The California Employment Development Department shall retain its lien on the subject property unaffected by the Plan.</p>

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<p>Class 11 - Secured Claim of the California Employment Development Department secured by a tax lien on 2019 O Street, Sacramento, California.</p>	<p>Impaired.</p>	<p>The Class 11 Secured Claim of the California Employment Development Department is in the amount of approximately \$1,632.75.</p> <p>Such amount shall be amortized over twenty five (25) years, with interest accruing at the rate of 4.25% per annum. On the first day of the month following the month in which the Effective Date of the Plan occurs, Debtor shall begin monthly payments, consisting of principal and interest, in the amount of \$8.85 on the Class 11 Secured Claim of the California Employment Development Department. Such monthly payments shall continue until this Class 11 Secured Claim is paid in full.</p> <p>The California Employment Development Department shall retain its lien on the subject property unaffected by the Plan.</p>
<p>Class 12 - Secured Claim of the California Employment Development Department secured by a tax lien on 2019 O Street, Sacramento, California.</p>	<p>Impaired.</p>	<p>The Class 12 Secured Claim of the California Employment Development Department is in the amount of approximately \$1,632.75.</p> <p>Such amount shall be amortized over twenty five (25) years, with interest accruing at the rate of 4.25% per annum. On the first day of the month following the month in which the Effective Date of the Plan occurs, Debtor shall begin monthly payments, consisting of principal and interest, in the amount of \$8.85 on the Class 12 Secured Claim of the California Employment Development Department. Such monthly payments shall continue until this Class 12 Secured Claim is paid in full.</p> <p>The California Employment Development Department shall retain its lien on the subject property unaffected by the Plan.</p>

<p>1 Class 13 - General 2 Unsecured 3 Creditors</p>	<p>Impaired</p>	<p>Debtor estimates that the total amount of general unsecured claims to be approximately \$8,208.52, consisting solely of the allowed unsecured claim of the Sacramento Municipal Utility District.</p> <p>The Debtor shall repay 100% of Allowed Unsecured claims in equal monthly installments over five (5) years from the Effective Date of the Plan. Interest on Allowed Unsecured Claims shall accrue at the rate of 4.25% per annum.</p> <p>On the first day of the month following the month in which the Effective Date of the Plan occurs, Debtor shall begin monthly payments, consisting of principal and interest, in the amount of \$152.10 on Class 13 general unsecured claims. Such payments shall continue until the Class 13 general unsecured claims are paid in full.</p>
<p>13 Class 14 - Equity 14 Security Holders of the Debtor</p>	<p>Unimpaired.</p>	<p>Debtor's shareholders shall retain their interests in the Debtor.</p>

15 ARTICLE V

16 ALLOWANCE AND DISALLOWANCE OF CLAIMS

17 5.01 Disputed Claim. A disputed claim is a claim that has not been allowed or
18 disallowed by a final non-appealable order, and as to which either: (i) a proof of claim has been
19 filed or deemed filed, and the Debtor or another party in interest has filed an objection; or (ii) no
20 proof of claim has been filed, and the Debtor has scheduled such claim as disputed, contingent, or
21 unliquidated.

22 5.02 Delay of Distribution on a Disputed Claim. No distribution will be made on
23 account of a disputed claim unless such claim is allowed by a final non-appealable order.

24 5.03 Settlement of Disputed Claims. The Debtor will have the power and authority to
25 settle and compromise a disputed claim with court approval and compliance with Rule 9019 of the
26 Federal Rules of Bankruptcy Procedure.

ARTICLE VI

PROVISIONS FOR EXECUTORY CONTRACTS AND UNEXPIRED LEASES

6.01 Assumed Executory Contracts and Unexpired Leases.

(a) The Debtor assumes the following executory contracts and/or unexpired leases effective upon the Effective Date of the Plan:

California Commercial Lease Agreement, dated February 3, 2016, by and between Antigua Cantina & Grill, Inc. and Alley Katz Brewery & Restaurants, Inc.

(b) The Debtor will be conclusively deemed to have rejected all executory contracts and/or unexpired leases not expressly assumed under section 6.01(a) above, or before the date of the order confirming this Plan, upon the effective date of this Plan. A proof of a claim arising from the rejection of an executory contract or unexpired lease under this section must be filed no later than sixty (60) days after the date of the order confirming this Plan.

ARTICLE VII

MEANS FOR IMPLEMENTATION OF THE PLAN

7.01 Means and Implementation of the Plan. Debtor shall fund the Plan with the proceeds and profits of leasing Debtor's properly located at 2019 O Street, Sacramento, California.

ARTICLE VIII

GENERAL PROVISIONS

8.01 Definitions and Rules of Construction. The definitions and rules of construction set forth in §§ 101 and 102 of the Code shall apply when terms defined or construed in the Code are used in this Plan, and they are supplemented by the following definitions:

1. "Administrative Claim" means any Claim for any cost or expense of administration in connection with the Chapter 11 case, in accordance with section 503(b) of the Code, including, without limitation:

(a) The actual, necessary costs and expenses of preserving the Debtor's bankruptcy estate and of operating the Debtor's business, other than Claims which, by their express terms, are not due or payable by the Effective Date;

1 (b) The full amount of all Claims for allowance of compensation for legal or other
2 professional services or reimbursement of costs and expenses under section 330 or section 503(b)
3 of the Code, or otherwise allowed by the Bankruptcy Court;

4 (c) All fees and charges assessed against the Debtor's estate under Chapter 123 of Title 28,
5 United States Code, including but not limited to any quarterly fees due to the United States
6 Trustee, and court costs; and

7 (d) Expenses incurred by the Debtor in connection with this case, including appraisal fees
8 and attorney fees and expenses incurred in obtaining a confirmed plan of reorganization, in such
9 amount as the Court shall allow; such Claims shall be deemed administrative expenses pursuant to
10 section 503(b) of the Code for the purposes of this Plan.

11 2. "Allowed Administrative Claim" means an Administrative Claim that is an Allowed
12 Claim.

13 3. "Allowed Claim" means any Claim in the amount and classification set forth in a proof
14 of claim filed with the Court within the time fixed by the Court, or in the absence of such filing, as
15 set forth in the Debtor's Schedules of Liabilities filed in the Case, unless the Claim was listed in
16 the schedules as disputed, unknown in amount, contingent, or unliquidated, in any event as to
17 which no objection to the allowance thereof has been made within the applicable period, if any, of
18 limitations in the Plan or the Confirmation Order, or as to which any such objection has been
19 determined by an order of the Court providing for allowance. Multiple proofs of claim of the same
20 Class filed by any party shall be aggregated and shall constitute a single Claim. The allowance of
21 Administrative Claims shall be governed by the applicable provisions of the Code.

22 4. "Allowed Interest" means the Interest held by a shareholder of record of the Debtor as to
23 which no objection to the allowance thereof has been interposed within the applicable period, if
24 any, of limitations fixed in the Plan or the Confirmation Order, or as to which any such objection
25 has been determined by an order or judgment of the Court.

1 5. "Allowed Secured Claim" means an Allowed Claim secured by a lien or a perfected
2 security interest in one or more parcels of real property and/or items of personal property in which
3 the estate has an interest, or which is subject to setoff under Section 553 of the Code, in an amount
4 equal to the lesser of the Allowed Claim of that creditor or the value of the Claimant's interest in
5 the property, as determined by the Court pursuant to section 506 of the Code, the interest of such
6 Allowed Secured Claim in the Estate's interest in such property or the extent of the amount
7 subject to setoff, as the case may be, unless the holder of the claim made an election pursuant to
8 section 1111(b) of the Code, in which event the Allowed Secured Claim shall be equal to the
9 Allowed Claim.
10

11 6. "Allowed Unsecured Claim" means an Unsecured Claim that is an Allowed Claim.

12 7. "Case" means the Chapter 11 case of the Debtor, designated as Case No. 15-29600,
13 pending before the Court.
14

15 8. "Claim" means any right to payment, whether or not such right is reduced to judgment,
16 liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed,
17 undisputed, legal, equitable, secured or unsecured, as defined in section 101(5) of the Code.

18 9. "Claim Bar Date" shall mean April 18, 2016, which is the date set by the Court for all
19 creditors to file a Proof of Claim.
20

21 10. "Code" and "Bankruptcy Code" mean Title 11 of the United States Code, 11 U.S.C.
22 sections 101-1330, as amended.

23 11. "Confirmation Order" means that order which provides for confirmation of this
24 Plan at or after hearing pursuant to section 1129 of the Code.

25 12. "Court" and "Bankruptcy Court" mean the United States Bankruptcy Court for the
26 Eastern District of California (or such other court as may have jurisdiction over this Chapter 11
27 case) and, with respect to any particular proceeding arising under, in, or relating to this Chapter
28 11 case, any other court which may have jurisdiction over such proceeding.

1 13. "Debt" means liability on a Claim.

2 14. "Disputed Payment Reserve" means the funds held by any Plan Disbursing Agent for
3 payment of claims that are not allowed claims as of the Effective Date, but which funds will be
4 used to pay such claims after any dispute is resolved by final order or agreement of the parties.
5

6 15. "Effective Date" means that date on which the order confirming this Plan becomes
7 final and nonappealable.

8 16. "Estate" means the bankruptcy estate created upon commencement of the Case,
9 pursuant to section 541(a) of the Code.

10 17. "Petition Date" means December 14, 2015, which is the date the Debtor filed its
11 Chapter 11 petition.

12 18. "Plan" means this Plan of Reorganization proposed by the Debtor, including any
13 amendment or modification made in accordance with the Code.
14

15 19. "Plan Disbursing Agent" means the person that may be appointed upon confirmation of
16 the Plan to disburse funds required under the terms of the Plan. If no such person is appointed by
17 the Court, the Debtor shall be the Disbursing Agent.

18 20. "Real Property" means any or all real property owned by the Debtor.

19 8.02 Effective Date of Plan. The effective date of this Plan is the eleventh business day
20 following the date of the entry of the order of confirmation. But if a stay of the confirmation order
21 is in effect on that date, the effective date will be the first business day after that date on which no
22 stay of the confirmation order is in effect, provided that the confirmation order has not been
23 vacated.
24

25 8.03 Severability. If any provision in this Plan is determined to be unenforceable, the
26 determination will in no way limit or affect the enforceability and operative effect of any other
27 provision of this Plan.
28

1 8.04 Binding Effect. The rights and obligations of any entity named or referred to in
2 this Plan will be binding upon, and will inure to the benefit of the successors or assigns of such
3 entity.

4 8.05 Captions. The headings contained in this Plan are for convenience of reference
5 only and do not affect the meaning or interpretation of this Plan.

6 8.06 Controlling Effect. Unless a rule of law or procedure is supplied by federal law
7 (including the Code or the Federal Rules of Bankruptcy Procedure), the laws of the State of
8 California govern this Plan and any agreements, documents, and instruments executed in
9 connection with this Plan, except as otherwise provided in this Plan.

10 ARTICLE IX

11 DISCHARGE

12 9.01. Discharge. On the confirmation date of this Plan, the debtor will be discharged
13 from any debt that arose before confirmation of this Plan, subject to the occurrence of the
14 Effective Date, to the extent specified in § 1141(d)(1)(A) of the Code, except that the Debtor will
15 not be discharged of any debt: (i) imposed by this Plan; (ii) of a kind specified in § 1141(d)(6)(A)
16 if a timely complaint was filed in accordance with Rule 4007(c) of the Federal Rules of
17 Bankruptcy Procedure; or (iii) of a kind specified in § 1141(d)(6)(B).

18 Respectfully submitted,

19
20
21 LAW OFFICES OF NOEL KNIGHT

22
23 By: /s/ Noel Knight
24 Noel Knight, Attorney for Debtor ANTIGUA
25 CANTINA & GRILL, INC.
26
27
28

EXHIBIT “B”

Fill in this information to identify the case:

Debtor name Antigua Cantina & Grill, Inc.

United States Bankruptcy Court for the: EASTERN DISTRICT OF CALIFORNIA

Case number (if known) 2015-29600

Check if this is an amended filing

**Official Form 206Sum
Summary of Assets and Liabilities for Non-Individuals**

12/15

Part 1: Summary of Assets

1. Schedule A/B: Assets-Real and Personal Property (Official Form 206A/B)		
1a. Real property:		
Copy line 88 from <i>Schedule A/B</i>	\$	<u>1,575,000.00</u>
1b. Total personal property:		
Copy line 91A from <i>Schedule A/B</i>	\$	<u>0.00</u>
1c. Total of all property:		
Copy line 92 from <i>Schedule A/B</i>	\$	<u>1,575,000.00</u>

Part 2: Summary of Liabilities

2. Schedule D: Creditors Who Have Claims Secured by Property (Official Form 206D)		
Copy the total dollar amount listed in Column A, <i>Amount of claim</i> , from line 3 of <i>Schedule D</i>	\$	<u>1,153,050.57</u>
3. Schedule E/F: Creditors Who Have Unsecured Claims (Official Form 206E/F)		
3a. Total claim amounts of priority unsecured claims:		
Copy the total claims from Part 1 from line 6a of <i>Schedule E/F</i>	\$	<u>0.00</u>
3b. Total amount of claims of nonpriority amount of unsecured claims:		
Copy the total of the amount of claims from Part 2 from line 6b of <i>Schedule E/F</i>	+\$	<u>0.00</u>
4. Total liabilities		
Lines 2 + 3a + 3b	\$	<u>1,153,050.57</u>

Fill in this information to identify the case:

Debtor name Antigua Cantina & Grill, Inc.

United States Bankruptcy Court for the: EASTERN DISTRICT OF CALIFORNIA

Case number (if known) 2015-29600

Check if this is an amended filing

Official Form 206A/B

Schedule A/B: Assets - Real and Personal Property

12/15

Disclose all property, real and personal, which the debtor owns or in which the debtor has any other legal, equitable, or future interest. Include all property in which the debtor holds rights and powers exercisable for the debtor's own benefit. Also include assets and properties which have no book value, such as fully depreciated assets or assets that were not capitalized. In Schedule A/B, list any executory contracts or unexpired leases. Also list them on *Schedule G: Executory Contracts and Unexpired Leases* (Official Form 206G).

Be as complete and accurate as possible. If more space is needed, attach a separate sheet to this form. At the top of any pages added, write the debtor's name and case number (if known). Also identify the form and line number to which the additional information applies. If an additional sheet is attached, include the amounts from the attachment in the total for the pertinent part.

For Part 1 through Part 11, list each asset under the appropriate category or attach separate supporting schedules, such as a fixed asset schedule or depreciation schedule, that gives the details for each asset in a particular category. List each asset only once. In valuing the debtor's interest, do not deduct the value of secured claims. See the instructions to understand the terms used in this form.

Part 1: Cash and cash equivalents

1. Does the debtor have any cash or cash equivalents?

- No. Go to Part 2.
- Yes Fill in the information below.

All cash or cash equivalents owned or controlled by the debtor

Current value of debtor's interest

Part 2: Deposits and Prepayments

6. Does the debtor have any deposits or prepayments?

- No. Go to Part 3.
- Yes Fill in the information below.

Part 3: Accounts receivable

10. Does the debtor have any accounts receivable?

- No. Go to Part 4.
- Yes Fill in the information below.

Part 4: Investments

13. Does the debtor own any investments?

- No. Go to Part 5.
- Yes Fill in the information below.

Part 5: Inventory, excluding agriculture assets

18. Does the debtor own any inventory (excluding agriculture assets)?

- No. Go to Part 6.
- Yes Fill in the information below.

Part 6: Farming and fishing-related assets (other than titled motor vehicles and land)

27. Does the debtor own or lease any farming and fishing-related assets (other than titled motor vehicles and land)?

- No. Go to Part 7.
- Yes Fill in the information below.

Debtor Antigua Cantina & Grill, Inc.
Name

Case number (If known) 2015-29600

Part 7: Office furniture, fixtures, and equipment; and collectibles

38. Does the debtor own or lease any office furniture, fixtures, equipment, or collectibles?

- No. Go to Part 8.
- Yes Fill in the information below.

Part 8: Machinery, equipment, and vehicles

46. Does the debtor own or lease any machinery, equipment, or vehicles?

- No. Go to Part 9.
- Yes Fill in the information below.

Part 9: Real property

54. Does the debtor own or lease any real property?

- No. Go to Part 10.
- Yes Fill in the information below.

55. Any building, other improved real estate, or land which the debtor owns or in which the debtor has an interest

Description and location of property Include street address or other description such as Assessor Parcel Number (APN), and type of property (for example, acreage, factory, warehouse, apartment or office building, if available).	Nature and extent of debtor's interest in property	Net book value of debtor's interest (Where available)	Valuation method used for current value	Current value of debtor's interest
55.1. 2019 O Street Sacramento, CA 95811 APN: 007-0245-015-0000	Fee simple	\$0.00	Comparable sale	\$1,575,000.00

56. Total of Part 9.

Add the current value on lines 55.1 through 55.6 and entries from any additional sheets. Copy the total to line 88.

<u>\$1,575,000.00</u>

57. Is a depreciation schedule available for any of the property listed in Part 9?

- No
- Yes

58. Has any of the property listed in Part 9 been appraised by a professional within the last year?

- No
- Yes

Part 10: Intangibles and intellectual property

59. Does the debtor have any interests in intangibles or intellectual property?

- No. Go to Part 11.
- Yes Fill in the information below.

Part 11: All other assets

70. Does the debtor own any other assets that have not yet been reported on this form?

Include all interests in executory contracts and unexpired leases not previously reported on this form.

Debtor Antigua Cantina & Grill, Inc.
Name

Case number (if known) 2015-29600

- No. Go to Part 12.
- Yes Fill in the information below.

Debtor Antigua Cantina & Grill, Inc.
Name

Case number (if known) 2015-29600

Part 12: Summary

In Part 12 copy all of the totals from the earlier parts of the form

Type of property	Current value of personal property	Current value of real property
80. Cash, cash equivalents, and financial assets. <i>Copy line 5, Part 1</i>	<u>\$0.00</u>	
81. Deposits and prepayments. <i>Copy line 9, Part 2.</i>	<u>\$0.00</u>	
82. Accounts receivable. <i>Copy line 12, Part 3.</i>	<u>\$0.00</u>	
83. Investments. <i>Copy line 17, Part 4.</i>	<u>\$0.00</u>	
84. Inventory. <i>Copy line 23, Part 5.</i>	<u>\$0.00</u>	
85. Farming and fishing-related assets. <i>Copy line 33, Part 6.</i>	<u>\$0.00</u>	
86. Office furniture, fixtures, and equipment; and collectibles. <i>Copy line 43, Part 7.</i>	<u>\$0.00</u>	
87. Machinery, equipment, and vehicles. <i>Copy line 51, Part 8.</i>	<u>\$0.00</u>	
88. Real property. <i>Copy line 56, Part 9.....></i>		<u>\$1,575,000.00</u>
89. Intangibles and intellectual property. <i>Copy line 66, Part 10.</i>	<u>\$0.00</u>	
90. All other assets. <i>Copy line 78, Part 11.</i>	+ <u>\$0.00</u>	
91. Total. Add lines 80 through 90 for each column	<u>\$0.00</u>	+ 91b. <u>\$1,575,000.00</u>
92. Total of all property on Schedule A/B. Add lines 91a+91b=92		<u>\$1,575,000.00</u>

EXHIBIT “C”

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF CALIFORNIA

In re: ANTIGUA CANTINA & GRILL, INC

Case No. 2015-29600

CHAPTER 11
MONTHLY OPERATING REPORT
(SMALL REAL ESTATE/INDIVIDUAL CASE)

SUMMARY OF FINANCIAL STATUS

MONTH ENDED: 03/31/17

PETITION DATE: 12/14/15

1. Debtor in possession (or trustee) hereby submits this Monthly Operating Report on the Accrual Basis of accounting (or if checked here the Office of the U.S. Trustee or the Court has approved the Cash Basis of Accounting for the Debtor).

Dollars reported in \$1

	End of Current Month	End of Prior Month	As of Petition Filing
2. Asset and Liability Structure			
a. Current Assets	\$1,597,975	\$1,586,985	\$ 1,575,000.00
b. Total Assets	\$1,597,975	\$1,586,985	\$ 1,575,000.00
c. Current Liabilities	\$1,153,051	\$1,153,051	\$ 1,153,051.00
d. Total Liabilities	\$1,153,051	\$1,153,051	\$ 1,153,051.00
			Cumulative (Case to Date)
3. Statement of Cash Receipts & Disbursements for Month	Current Month	Prior Month	
a. Total Receipts	\$0	\$0	\$25,470
b. Total Disbursements	\$0	\$0	\$25,133
c. Excess (Deficiency) of Receipts Over Disbursements (a - b)	\$0	\$0	\$12,666
d. Cash Balance Beginning of Month	\$319	\$329	\$319
e. Cash Balance End of Month (c + d)	\$309	\$319	\$309
	Current Month	Prior Month	Cumulative (Case to Date)
4. Profit/(Loss) from the Statement of Operations			
5. Account Receivables (Pre and Post Petition)	\$0		
6. Post-Petition Liabilities	\$0		
7. Past Due Post-Petition Account Payables (over 30 days)	\$0		


At the end of this reporting month:

	Yes	No
8. Have any payments been made on pre-petition debt, other than payments in the normal course to secured creditors or lessors? (if yes, attach listing including date of payment, amount of payment and name of payee)		X
9. Have any payments been made to professionals? (if yes, attach listing including date of payment, amount of payment and name of payee)		X
10. If the answer is yes to 8 or 9, were all such payments approved by the court?		N/A
11. Have any payments been made to officers, insiders, shareholders, relatives? (if yes, attach listing including date of payment, amount and reason for payment, and name of payee)		X
12. Is the estate insured for replacement cost of assets and for general liability?		X
13. Are a plan and disclosure statement on file?	X	
14. Was there any post-petition borrowing during this reporting period?		X

15. Check if paid: Post-petition taxes ; U.S. Trustee Quarterly Fees ; Check if filing is current for: Post-petition tax reporting and tax returns:
(Attach explanation, if post-petition taxes or U.S. Trustee Quarterly Fees are not paid current or if post-petition tax reporting and tax return filings are not current.)

I declare under penalty of perjury I have reviewed the above summary and attached financial statements, and after making reasonable inquiry believe these documents are correct.

Date: 4/15/2017 0:00


Responsible Individual

BALANCE SHEET
 (Small Real Estate/Individual Case)
 For the Month Ended 03/31/17

Assets	Check if Exemption Claimed on <u>Schedule C</u>	<u>Market Value</u>
Current Assets		
1 Cash and cash equivalents (including bank accts., CDs, etc.)	_____	\$309
2 Accounts receivable (net)	_____	\$0
3 Retainer(s) paid to professionals	_____	\$0
4 Other: _____	_____	_____
5 _____	_____	_____
6 Total Current Assets		<u>\$309</u>
Long Term Assets (Market Value)		
7 Real Property (residential)	_____	\$0
8 Real property (rental or commercial)	_____	\$1,575,000
9 Furniture, Fixtures, and Equipment	_____	\$0
10 Vehicles	_____	\$0
11 Partnership interests	_____	\$0
12 Interest in corporations	_____	\$0
13 Stocks and bonds	_____	\$0
14 Interests in IRA, Keogh, other retirement plans	_____	\$0
15 Other: _____	_____	\$0
16 _____	_____	_____
17 Total Long Term Assets		<u>\$1,575,000</u>
18 Total Assets		<u><u>\$1,575,309</u></u>
Liabilities		
Post-Petition Liabilities		
Current Liabilities		
19 Post-petition not delinquent (under 30 days)	_____	\$0
20 Post-petition delinquent other than taxes (over 30 days)	_____	\$0
21 Post-petition delinquent taxes	_____	\$0
22 Accrued professional fees	_____	\$0
23 Other: _____	_____	\$0
24 _____	_____	\$0
25 Total Current Liabilities		<u>\$0</u>
26 Long-Term Post Petition Debt		<u>\$0</u>
27 Total Post-Petition Liabilities		<u>\$0</u>
Pre-Petition Liabilities (allowed amount)		
28 Secured claims (residence)	_____	\$0
29 Secured claims (other)	_____	\$900,565
30 Priority unsecured claims	_____	\$0
31 General unsecured claims	_____	\$252,485
32 Total Pre-Petition Liabilities		<u>\$1,153,050</u>
33 Total Liabilities		<u>\$1,153,050</u>
Equity (Deficit)		
34 Total Equity (Deficit)		_____
35 Total Liabilities and Equity (Deficit)		<u><u>\$1,153,050</u></u>

NOTE:

Indicate the method used to estimate the market value of assets (e.g., appraisals; familiarity with comparable market prices, etc.) and the date the value was determined.

SCHEDULES TO THE BALANCE SHEET

**Schedule A
Rental Income Information**

List the Rental Information Requested Below By Properties (For Rental Properties Only)

	<u>Property 1</u>	<u>Property 2</u>	<u>Property 3</u>
1 Description of Property	2019 O ST		
2 Scheduled Gross Rents	\$0		
Less:			
3 Vacancy Factor			
4 Free Rent Incentives			
5 Other Adjustments			
	\$0		
6 Total Deductions	\$0	\$0	\$0
7 Scheduled Net Rents	\$0	\$0	\$0
8 Less: Rents Receivable (2)	\$0		
9 Scheduled Net Rents Collected (2)	\$0	\$0	\$0

(2) To be completed by cash basis reporters only.

**Schedule B
Recapitulation of Funds Held at End of Month**

	<u>Account 1</u>	<u>Account 2</u>	<u>Account 3</u>
10 Bank	Bank of the West		
11 Account No.	41335464		
12 Account Purpose	Checking Account		
13 Balance, End of Month	\$309		
14 Total Funds on Hand for all Accounts	\$309		

Attach copies of the month end bank statement(s), reconciliation(s), and the check register(s) to the Monthly Operating Report.

STATEMENT OF CASH RECEIPTS AND DISBURSEMENTS

Increase/(Decrease) in Cash and Cash Equivalents

For the Month Ended 03/31/17

	Actual Current Month	Cumulative (Case to Date)
Cash Receipts		
1 Rent/Leases Collected	\$0	\$0
2 Cash Received from Sales	\$0	\$0
3 Interest Received	\$0	\$0
4 Borrowings	\$0	\$0
5 Funds from Shareholders, Partners, or Other Insiders	\$0	\$0
6 Capital Contributions	\$0	\$0
7 Service Chg Rebate	\$0	\$0
8		\$0
9		
10		
11		
12 Total Cash Receipts	\$0	\$0
Cash Disbursements		
13 Selling	\$0	\$0
14 Administrative	\$0	\$0
15 Capital Expenditures	\$0	\$0
16 Mortgage Payment	\$6,250	\$12,500
17 Property Insurance Down Payment	\$0	\$3,074
18 Rent/Lease:		
Personal Property	\$0	\$0
Real Property	\$0	\$0
19 Amount Paid to Owner(s)/Officer(s)		
Salaries	\$0	\$0
Draws	\$0	\$0
Commissions/Royalties	\$0	\$0
Expense Reimbursements	\$0	\$0
Other	\$0	\$0
25 Salaries/Commissions (less employee withholding)	\$0	\$0
26 Management Fees	\$0	\$0
27 Taxes:	\$0	\$0
Employee Withholding	\$0	\$0
Employer Payroll Taxes	\$0	\$0
Real Property Taxes	\$0	\$0
Other Taxes	\$0	\$0
31 Other Cash Outflows:	\$0	\$0
32 Insurance down Payment	\$0	\$0
33 US Trustee Quarterly Fees	\$0	\$0
34 Monthly Svc Chg	\$10	\$20
35		
36		
37 Total Cash Disbursements:	\$6,260	\$21,854
38 Net Increase (Decrease) in Cash	(\$6,260)	(\$21,854)
39 Cash Balance, Beginning of Period	\$319	\$319
40 Cash Balance, End of Period	\$309	\$309

BANK OF THE WEST
P.O. Box 2630, Omaha, NE 68103-2630

Account Statement

March 1, 2017 - March 31, 2017

Page 1 of 4

>004252 7416816 0001 008230 102
ANTIGUA CANTINA & GRILL INC
DEBTOR-IN-POSSESSION
2019 O STREET
SACRAMENTO CA 95811-5211



At your service

bankofthewest.com

1-800-488-2265

1-800-659-5495 TTY/TDD

Security Center

Stay informed. Visit the Bank of the West Security Center for tips and information on financial scam awareness at bankofthewest.com/security.

Get prepared for your spring getaway. Visit your Bank of the West branch to get your Foreign Currency before you go. And when you get back, your Bank of the West banker can help you turn them back into Dollars.

04252 7416816 008449 016897 0001/0002

CLASSIC BUSINESS CHECKING ~~001153~~5464

ANTIGUA CANTINA & GRILL INC
DEBTOR-IN-POSSESSION

ACCOUNT SUMMARY

Beginning Balance	\$319.00
0 Credits	0.00
0 Deposits	0.00
1 Withdrawals	-10.00
0 Checks	0.00
Ending Balance	\$309.00

EARNINGS SUMMARY

Interest this statement period	\$0.00
Interest credited year-to-date	\$0.00
Interest credited prior year	\$0.00
Annual percentage yield earned	0.00%

For your protection:

Examine this statement promptly. Any discrepancy must be reported within 30 days. Consumer customers: A discrepancy regarding an electronic payment or line of credit must be reported within 60 days.

In South Dakota, Bank of the West operates under the name of Bank of the West California.





Account Statement

March 1, 2017 - March 31, 2017

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CLASSIC BUSINESS CHECKING xxx-xx5464 (continued)

ACCOUNT DETAIL

Withdrawals

<i>Date</i>	<i>Amount</i>	<i>Description</i>
03/01	\$10.00	MONTHLY SVC CHG PREVIOUS PERIOD ACTIVITY RESULTED IN MONTHLY SERVICE CHARGE
1 withdrawal for a total of \$10.00		

8210-0-107



Account Statement

March 1, 2017 - March 31, 2017

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IMPORTANT INFORMATION

IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSFERS
(For accounts that are maintained primarily for personal, family or household purposes.)



Telephone us at (800) 488-2265, or write us at Bank of the West*, Branch Service Center, P.O. Box 2573, Omaha, NE 68103-2573 as soon as you can if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent you the FIRST statement on which the error or problem appeared. We will need to know the following:

1. Tell us your name and account number (if any).
2. Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
3. Tell us the dollar amount of the suspected error.

We will investigate your complaint and will correct any error promptly. If we take more than 10 business days (20 business days for transactions involving new accounts) to do this, we will credit your account for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation.

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*In South Dakota, Bank of the West operates under the name of Bank of the West California.



Account Statement

March 1, 2017 - March 31, 2017

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EXHIBIT “D”

**United States Bankruptcy Court
Eastern District of California**

In re Antigua Cantina & Grill, Inc.

Debtor(s)

Case No. 2015-29600Chapter 11

LIQUIDATION SUMMARY

Description	Total Amount	Real Property	Personal Property
Total Property Value	1,575,000.00	1,575,000.00	0.00
Less:			
Secured Claims	1,153,050.57	1,153,050.57	0.00
Interest in Nonexempt Property	421,949.43	421,949.43	0.00
Less:			
Estimated Chapter 7 Admin Expenses	24,347.47		
Priority Claims	2,900.00		
Available to General Unsecured	397,601.96		
Total General Unsecured	10,000.00		
Percent Distribution	100%		

Details:

Unsecured Claims	10,000.00	0.00	0.00
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Estimated Chapter 7 Administrative Expenses:

11§326 Trustee Compensation on \$421,949.43	24,347.47
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Add'l Trustee Cost as 0% of §326 Fee	0.00
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Additional Admin Expense	0.00
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Total Estimated Admin Expense	24,347.47
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EXHIBIT “E”

Financial Projections of Antigua Cantina & Grill, Inc.

Projections	YEAR	YEAR	YEAR	YEAR	YEAR
	#1	#2	#3	#4	#5

Income					
Gross Income from 2019 O Street Lease	\$156,480	\$156,480	\$156,480	\$156,480	\$156,480
Shareholder Capital Contribution	\$3,000	\$3,000			
Total Cash Income	\$159,480	\$159,480	\$156,480	\$156,480	\$156,480

Expenses					
Insurance	\$6,300	\$6,300	\$6,300	\$6,300	\$6,300
Property Tax	\$10,637	\$10,637	\$10,637	\$10,637	\$10,637
Estimated Mortgage Payment			\$60,000.00	\$60,000.00	\$60,000.00
Total Expenses	\$16,937	\$16,937	\$76,937	\$76,937	\$76,937
Net Income (Prior to Plan Payments)	\$142,543	\$142,543	\$74,453	\$74,453	\$74,453
Plan Payments-Estimated Total	\$141,819	\$141,819	\$66,819	\$66,819	\$66,819
Net Income	\$724	\$724	\$7,634	\$7,634	\$7,634